



# Livingston City Commission Agenda

November 01, 2022

5:30-8:30 PM

City Hall Conference Room, 220 E. Park Street Livingston  
and Zoom

<https://us02web.zoom.us/j/82686985981?pwd=Rk45SVArDjhzK2ZDK3ZGUeIM2VKZz09>

Meeting ID: 826 8698 5981 **Passcode: 171983** Call In: 669 900 6833

1. Call to Order

2. Roll Call

3. Public Comment

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

4. Consent Items

- A. APPROVE MINUTES FROM THE 10/04/2022, REGULAR CITY COMMISSION MEETING. PG. 4**
- B. APPROVE MINUTES FROM THE OPEN SESSION OF THE OCTOBER 18, 2022, COMMISSION MEETING. PG. 45**
- C. RATIFY CLAIMS PAID 09/28/2022-10/25/2022. PG. 48**
- D. ACCEPT THE SEPTEMBER PLEDGED SECURITIES REPORT. PG. 65**

5. Proclamations

6. Scheduled Public Comment

7. Public Hearings

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

- A. RESOLUTION NO. 5071: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-2022, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$399,075 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$205,848. PG. 69**

8. Ordinances

- A. ORDINANCE NO. 3039: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 4 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED ANIMALS REMOVING REDUNDANT AND INCONSISTENT LANGUAGE AND ADDING LANGUAGE FOR HOARDING, BEES, & PUBLIC NUISANCE. PG. 72**

9. Resolutions

- A. RESOLUTION NO. 5072: A RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 181; DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL SEWER IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED IN PART BY THE CITY’S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND. PG. 91**
- B. RESOLUTION NO. 5073: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, TO NAME THE ROAD ENTERING THE GLASSYBABY FACILITY OFF OF HWY 89, EAST OF LIVINGSTON, GLASSYBABY LANE. PG. 109**
- C. RESOLUTION NO. 5074: AUTHORIZING THE INTERIM CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH GRANT GAGER FOR THE HIS EMPLOYMENT IN THE ROLE OF CITY MANAGER. PG. 115**

10. Action Items

- A. DISCUSS/APPROVE/DENY: ACCEPTING ARPA VISIONING COMMITTEE RECOMMENDATIONS FOR DISPENSATION OF REMAINING ARPA FUNDS, AND AUTHORIZING THE INTERIM CITY MANAGER TO SIGN ANY REQUIRED DOCUMENTS. PG. 131**
- B. DISCUSS/APPROVE/DENY: ACCEPTING THE GUIDING PRINCIPLES STRATEGIC PLANNING COMMITTEES RECOMMENDED CHANGES TO THE 2019-2024 CITY OF LIVINGSTON ORGANIZATIONAL STRATEGIC PLAN MISSION, VISION, VALUES, AND GOALS STATEMENTS. PG. 135**
- C. DISCUSS/APPROVE/DENY: CANCELING THE DECEMBER 20TH REGULAR CITY COMMISSION MEETING.**

11. City Manager Comment

12. City Commission Comments

13. Adjournment

Calendar of Events

Supplemental Material

Notice

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

**File Attachments for Item:**

**A. APPROVE MINUTES FROM THE 10/04/2022, REGULAR CITY COMMISSION MEETING.**



# Livingston City Commission Minutes

October 04, 2022

5:30 PM

VIA ZOOM

<https://us02web.zoom.us/j/88443268482?pwd=TGRUbXUwWIN1S1hFajZ2ZEdldjBUT09>

MEETING ID: 884 4326 8482 **PASSCODE: 583213** CALL IN: (669) 900-6833

## 1. Call to Order

## 2. Roll Call

## 3. Public Comment

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

## 4. Consent Items

### **A. APPROVE MINUTES FROM SEPTEMBER 20, 2022, REGULAR CITY COMMISSION MEETING.**

### **B. RATIFY CLAIMS PAID 09/13/2022-09/27/2022.**

### **C. ACCEPTING LBID BOARD RECOMMENDATION TO APPOINT DALE HOPKINS TO LBID BOARD TO FILL A VACANCY.**

- Nootz made motion to pull item C from consideration, motion by Schwarz and a second by Friedman to approve A & B.
- Nootz commented there was no application attached to email
- Schwarz asked if staff received the application, it shows it was attached to the email, just omitted from the packet.

## 5. Proclamations 5:47 p.m.

### **A. PROCLAMATION OF THE LIVINGSTON CITY COMMISSION, RECOGNIZING THE 100TH ANNIVERSARY OF NATIONAL FIRE PREVENTION WEEK, AND DECLARING OCTOBER 9-15, 2022, TO BE FIRE PREVENTION WEEK IN THE CITY OF LIVINGSTON.**

- Kahle read proclamation

## 6. Scheduled Public Comment

## 7. Public Hearings

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

8. Ordinances

9. Resolutions 5:49 p.m.

**A. RESOLUTION NO. 5066: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO AMEND THE BUDGET FOR THE FISCAL YEAR 2021-2022, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$399,075 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$205,848 AND CALLING FOR A PUBLIC HEARING.**

- Lowy introduced item
  - Motion to approve Resolution No. 5066 by Kahle, second by Schwarz
  - No clarifying questions
  - No public comment
  - No commission deliberation
- All in favor, motion passes 5-0

**B. RESOLUTION NO. 5067: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH TD&H FOR DESIGN SERVICES OF THE 2023 LIVINGSTON DOWNTOWN ALLEY CAPITAL IMPROVEMENTS PROJECT. 5:53 p.m.**

- Lowy introduced item
- No clarifying questions
- Motion to approve Resolution No. 5067 by Kahle, second by Schwarz
- Nootz asked clarifying question regarding pages 38 & 39
- Lyons made comments
- Motion to approve Resolution No 5067 by Schwarz, second by Friedman
- No public comment
- Schwarz asked clarifying question of Holmes
- Holmes responded
- Kahle made comments
- All in favor, passes 5-0

**C. RESOLUTION NO. 5068: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, TO ABANDON AN OLD RIGHT OF WAY IN THE NORTHTOWN SUBDIVISION LOT 3A AND TO CLEAR THE TITLE FOR THE PROPERTY WHICH WILL BE DESCRIBED AS NORTHTOWN SUBDIVISION PHASES 4A, 4B, AND 5. 6:03 p.m.**

- Lowy introduced item
- Lyons asked clarifying questions
- Lowy answered
- Lawellin answered
- Nootz made comments
- Lyons made additional comments
- Schwarz asked clarifying questions
- Lawellin responded
- Lyons asked additional question
- Schwarz motioned to approve Resolution No. 5068, second by Friedman
- Garrett Schultz, of Headwaters Engineering gave comment
- Schwarz made comments
- Nootz made additional comments
- Lyons made comment and asked additional questions
- Lowy deferred to Lawellin for answer
- Nootz asked clarifying question of Lowy
- Schwarz made comment
- Kahle motioned to table Resolution No. 5068, until the November 1<sup>st</sup> meeting to ask the staff for information from the county regarding the sunset clause, and clarification from the county for the need for a county road north of the property line, second by Lyons.
- No additional commissioner comments
- Motion passes 3-2, Schwarz and Lyons against

**D. RESOLUTION NO. 5069: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, EXTENDING THE EXISTING CONTRACT BETWEEN THE CITY OF LIVINGSTON AND MONTANA WASTE SYSTEMS, INC. FOR THE DISPOSITION OF SOLID WASTE THROUGH JUNE 30, 2023.**  
6:47 p.m.

- Lowy introduced item
- Kahle asked clarifying question
- Schwarz made motion to approve Resolution No. 5069, second by Friedman
- Nootz made comments  
All in favor, passes 5-0.

10. Action Items 6:52 p.m.

**A. DISCUSS/APPROVE/DENY: AMERICAN LUTHERAN CHURCH APPLICATION FOR SPECIAL PARKING SPACES RESERVED FOR DISABLED PERSONS ON A PUBLIC STREET.**

- Lowy introduced item
- Nootz asked clarifying question
- Kahle made motion to approve action item A, second by Schwarz
- No public comment
- Kahle made comments  
All in favor, passes 5-0.

**B. DISCUSS/APPROVE/DENY: AUTHORIZING THE INTERIM CITY MANAGER TO SIGN A MOU WITH LIVINGSTON LIBRARY FOR HEALTH BENEFITS COVERAGE FOR HEALTH INSURANCE BENEFITS. 6:55 p.m.**

- Lowy introduced item
- Nootz asked clarifying question
- Nootz disclosed that the library director is her spouse, she will abstain from voting.
- Schwarz made motion to approve action item B, second by Friedman,
- No public comment
- Kahle made comments
- All in favor, passes 4-0, Nootz abstained

10-minute recess at 7:00 p.m. back in session at 7:10 p.m.

**C. DISCUSS/APPROVE/DENY: AUTHORIZING THE INTERIM CITY MANAGER TO SIGN AN AGREEMENT AND MOU WITH MRL FOR THE INSTALLATION OF CONCRETE CROSSING SURFACES AT A PUBLIC GRADE CROSSING (DOT# 0969074W) IN LIVINGSTON. 7:10 P.M.**

- Lowy introduced item
- Kahle asked clarifying question of Lowy
- Lowy deferred to Holmes
- Holmes answered question
- Kahle made additional comments
- Nootz asked additional comments of Holmes
- Motion by Schwarz to approve action item C, second by Friedman
- No public comment
- No commission deliberation
- All in favor, passes 5-0

**D. DISCUSS/APPROVE/DENY: MOUNTAIN VIEW SUBDIVISION PRELIMINARY PLAT APPROVAL. 7:19 p.m.**

- Nootz gave overview of the process
- Lowy introduced item
- Andrew Field gave opening statements
- Bill Fanning, Attorney for PFL gave comment
- Nootz asked clarifying questions
- Lowy responded
- Kahle asked clarifying questions
- Lowy deferred to Holmes
- Nootz asked clarifying questions of Holmes
- Nootz opened to the Commission a 2<sup>nd</sup> round of clarifying questions
- Lyons asked questions of Andrew Field, of PFL
- Kahle asked additional question of Holmes
- Friedman made comments
- Lyons asked clarifying question of Chris Naumann
- Schwarz made a motion to approve action item D, second by Friedman
- Schwarz clarified his motion is to give conditional approve Mountain View Subdivision as outlined in the staff report, second by Friedman.
- Patricia Grabow gave public comment
- 5-minute recess, back in session at 8:36 p.m.
- Deborah Kimball gave public comment
- Kris King gave public comment
- James Willich gave public comment
- Frank Schroeder gave public comment
- Ann Donahue gave public comment
- Jean Keffler gave public comment
- Nick Runyon gave public comment
- Motion by Kahle to extend the meeting second by Lyons, all in favor passes 5-0
- Edwin Johnson made public comment
- Ken Cochrane gave public comment
- Nootz closed public comment
- Nootz asked clarifying question of Lowy, deferred to Lawellin
- Lawellin and Woodhull began researching
- Lyons asked clarifying question of Woodhull
- Woodhull made clarifying comments
- Lawellin made clarifying comments



- Nootz asked Commission to disclose any ex-parte communications they may have had with the developer
- Kahle made disclosure
- Schwarz made disclosure
- Nootz made disclosure
- Nootz made a disclaimer “The governing body's findings of fact must be sustained unless they are arbitrary, capricious, or unlawful.”
- Kahle made comments
- Lyons made comments
- Schwarz made comments
- Friedman made comments
- Nootz made comments
- Kahle made additional comments
- Nootz made additional comments

**E. DISCUSS/APPROVE/DENY: CANCELLING THE OCTOBER 18TH, REGULAR COMMISSION MEETING. 9:52 p.m.**

- Lowy gave overview and advised Commission we will need to have to take an item for Barsa Funds, before moving into Closed Executive Session on the 18<sup>th</sup>.

11. City Manager Comment 9:56 p.m.

12. City Commission Comments 9:57 p.m.

13. Adjournment 10:03 p.m.

**PUBLIC IN VIRTUAL ATTENDANCE**

Andrew Field  
 Chris Naumann  
 Garrett Schultz  
 Jecyn Bremer  
 Patricia Grabow  
 Kris King  
 Edwin Johnson  
 Stacy Jovick  
 Tom Bluerock

Bill Fanning  
 Deborah Kimball  
 James Willich  
 John Carroll  
 Randy Cook  
 Rebecca Egbert  
 Carol Weatherbee  
 Jean Keffler  
 Ken Cochrane

Chad Bauer  
 Frank Schroder  
 Jean Keffler  
 Nick Runyon  
 Richard Smith  
 Larry Stephenson  
 Jessica Wilcox  
 Wendy Weaver  
 Manny Goetz

**LIVINGSTON CITY COMMISSION ADDENDUM #1**

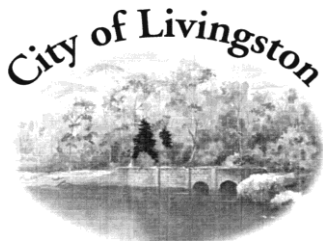
**REGULAR MEETING 10.04.2022**

**ATTACHMENT TO ADDENDUM D.**

**DISCUSS/APPROVE/DENY: MOUNTAIN VIEW SUBDIVISION**

**PRELIMINARY PLAT APPROVAL**

- **Memo from Interim City Manager, Lisa Lowy**
- **Insurance Policy section concerning Land Use Decision Coverage from MMIA**
- **Additional Memo to Planning Board Decision from Staff**
- **Legal Opinion Memo from the City Attorney on issues raised during the Planning Board Meeting.**
- **MCA Portion of Requirements for Decision Summary**



**Lisa L. Lowy**  
*Interim City Manager*  
[citymanager@livingstonmontana.org](mailto:citymanager@livingstonmontana.org)  
(406) 823-6000

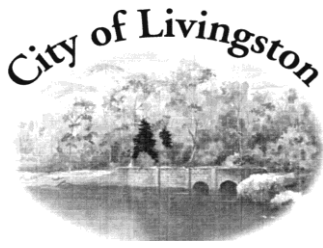
**Chairperson**  
*Melissa Nootz*  
**Vice Chairperson**  
*Karrie Kahle*  
**Commissioners**  
*Mel Friedman*  
*Quentin Schwarz*  
*Torrey Lyons*

TO: Livingston City Commission  
FROM: Lisa L. Lowy, Interim City Manager  
DATE: September 30, 2022  
RE: Mountain View Subdivision

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As the Interim City Manager, it is an obligation of the role to provide additional information and reminders about decisions to the commission which may present added liability to the City, as an organization, or to each of you personally. That is the intent of this memo concerning the Mountain View Subdivision which is on our agenda for 10/4/22, as well as to provide guidance about concerns raised during the Public Hearing at the Planning Board meeting last week.

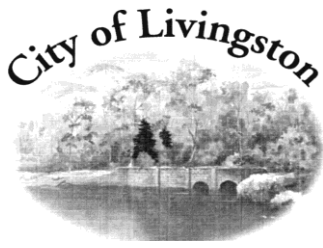
1. The deadline for a decision on this application is 10/19/2022, which is the 60<sup>th</sup> day from the date of application.
2. This subdivision request must be decided in the 10/4/2022 meeting, because of cancelling and/or closing the Commission meeting on 10/18/2022, due to the City Manager hiring process.
3. Land Use Decision liability coverage is limited to \$500,000 from MMIA. There is no coverage if it is determined that the decision is not in keeping with statute and policy guidance. (MMIA Policy guidance attached)



**Lisa L. Lowy**  
*Interim City Manager*  
[citymanager@livingstonmontana.org](mailto:citymanager@livingstonmontana.org)  
(406) 823-6000

**Chairperson**  
*Melissa Nootz*  
**Vice Chairperson**  
*Karrie Kahle*  
**Commissioners**  
*Mel Friedman*  
*Quentin Schwarz*  
*Torrey Lyons*

4. Land Use Decisions are considered quasi-judicial and must follow the law as written in both MCA and City Ordinances. This includes the disclosure of ex parte communications with any stakeholder, especially if those communications are not part of the public record. Any departure from either, creates liability for you as commissioners individually because you would be considered to be acting outside the scope of your authority. Any Commissioners who met with the developer or a representative of concerning this project should simply disclose that at the beginning of the Action Item.
5. Private Property Rights take precedence in case law throughout Montana.
6. If you as the Commission deny, or provide a conditional approval of, a subdivision you are required to provide written findings of fact and conclusions for the denial, or for each condition, consistent with the MCA and Ordinance. (MCA Section Attached)
7. From a process and procedure standpoint, the Planning Board as the entity charged with the public hearing portion of the process, is expected to provide findings of fact and conclusions for a recommendation to deny or condition an approval. They did not fulfill that obligation with their denial.
  - a. We can address that moving forward with them as you are the decision makers for the approval or denial of subdivision requests. However, as a Commission with that duty, in order to be true to process, you should hereafter require written determinations directly from the Planning Board.



**Lisa L. Lowy**  
*Interim City Manager*  
[citymanager@livingstonmontana.org](mailto:citymanager@livingstonmontana.org)  
(406) 823-6000

**Chairperson**  
*Melissa Nootz*  
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*Mel Friedman*  
*Quentin Schwarz*  
*Torrey Lyons*

8. The property was annexed into the City Limits and Zoned Highway Commercial previously.
9. You do not have the authority to limit permitted uses under the property's zoning designation as a condition of approval.
10. There is no requirement to consider the Growth Policy in subdivision review. It is assumed that our subdivision regulations were written to reflect the growth policy. Even if this assumption is wrong, the current regulations control.

The following attachments are provided as documentation of the above and for your reference.

- a. Insurance Policy section concerning Land Use Decision Coverage from MMIA
- b. Additional Memo to Planning Board Decision from Staff
- c. Legal Opinion Memo from the City Attorney on issues raised during the Planning Board Meeting.
- d. MCA Portion of Requirements for Decision Summary

If any other questions come up between now and the meeting, please feel free to reach out and we will get research and answers to you which can be presented to the public during the meeting.

**MONTANA MUNICIPAL INTERLOCAL**  
**AUTHORITY**

**MEMORANDUM OF LIABILITY**  
**COVERAGE**

**EFFECTIVE JULY 1, 2022**

## SECTION 14. LAND USE PRACTICES

### 14.1. Land Use Practices Coverage.

The MMIA agrees to pay on behalf of a COVERED PARTY those sums as part of the Ultimate Net Loss up to the LIMITS OF LIABILITY which the COVERED PARTY shall become obligated to pay by reason of liability imposed by law because of a covered Claim for Land Use Practices, under Coverage E, to which this Coverage Section applies, caused by an Occurrence during the COVERAGE PERIOD.

Coverage E for Land Use Practices is subject to the per Occurrence LIMITS OF LIABILITY for the COVERAGE PERIOD as set forth in the DECLARATIONS.

### 14.2. Land Use Practices Definitions.

“Land Use Practices Liability” under Coverage E means legal liability which a COVERED PARTY shall become obligated to pay by reason of liability imposed by law because of a covered Claim, including Property Damage or diminution of property value, arising out of, or based upon, land use regulation, interim takings, takings, down-zoning, zoning, general planning regulations, easements, nuisance, or annexation, including deprivation of constitutional or civil rights related thereto, caused by an Occurrence during the COVERAGE PERIOD.

### 14.3. Land Use Practices EXCLUSIONS.

In addition to the EXCLUSIONS stated in Section 9 of this Memorandum, the following are not covered under Coverage E, Land Use Practices:

14.3.1. Any liability for Bodily Injury, Personal Injury, Property Damage, Automobile Liability, Public Officials Errors or Omissions, Employment Practices, or Employment Benefit Liability.

14.3.2. Any liability for a Claim arising out of or in connection with the principles of eminent domain, mandamus to compel eminent domain, pre-condemnation activities, condemnation proceedings, or inverse condemnation by whatever name regardless of whether such Claims are made directly against a COVERED PARTY or by virtue of any agreement entered into, by or on behalf of the COVERED PARTY.

14.3.3. Any liability for a Claim as a result of subsidence. "Subsidence", with respect to Coverage E hereunder means any earth movement, including but not limited to settling, expansion, earth sinking, earth rising or shifting, slipping, falling away, tilting, caving in, eroding, mud flows and any other movement of land or earth. This EXCLUSION does not apply to Property Damage arising out of subsidence proximately caused by the negligent act or omission of a COVERED PARTY.

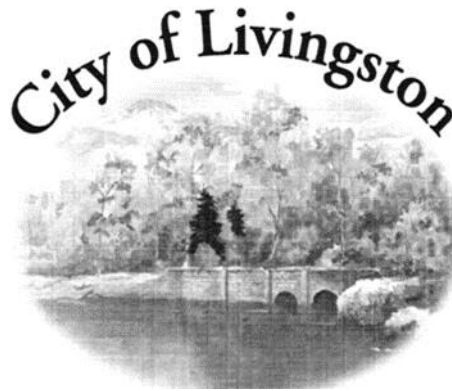
14.3.4. Any liability, including all Damages, directly or indirectly arising out of or related to the liability of a COVERED PARTY involved in or acting as Contractors for Residential Construction.



**City Manager**  
Michael Kardoes

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

September 9, 2022

**MEMORANDUM**

**TO:** City Planning Board

**CC:** City Manager, City Attorney

**FROM:** Director of Building/Planning

**SUBJECT:** Mountain View Subdivision

All of the submitted documentation for this application is now available on the City website with the agenda. Keep in mind that the engineering reports and utility design are all preliminary and are subject to further review and refinement by the Public Works Department, in accordance with their standards, after, and if, preliminary plat approval occurs.

With regard to the presumption that this application requires two variance requests:

1. Alleys – Livingston Subdivision Regulations Sec. VI-A-8-b(vii) states “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.”

This is a non-residential subdivision based on its zoning. “preferred method” is not a requirement. No variance is required.

2. Livingston Subdivision Regulations Sec. VI-A-7c states “Blocks must be wide enough to allow for two tiers of lots unless a narrower configuration is essential to provide separation of residential development from traffic arteries, or to overcome specific disadvantages of topography and orientation, or unless the governing body approves a design consisting of irregularly shaped blocks indented by cul-de-sacs.”

Because alleys are not required (alleys would generally separate the two tiers of lots) and the development is oriented on a single street with the lots either bordering the project boundary or accessed by cul-de-sacs, the applicant has the right, under our regulations, to present the current design to the governing body.

The Planning Board, at the August 17<sup>th</sup> meeting, expressed a desire to see an analysis of how this subdivision complies with or furthers the Growth Policy. They also expressed the desire to see both the final requirements from MDOT as well as information about what this development would do in terms of affordable housing. I will explain why these items did not appear in the Staff Report.

Under State law, when a property is annexed into a city's jurisdiction, the city commits to providing municipal services to the annexed parcel. If the City has zoning, it must designate a zone for the parcel. Both of these processes, annexation and zoning, provide vested property rights to the parcel and the owner. Since completed using the guidance of the growth policy at that time, the fact that a newer, or updated, growth policy exists today has a limited affect. An updated growth policy only affects the property rights vested by annexation and zoning to the extent that the zoning regulations or other regulatory documents have been altered to comply with the updated growth policy. There is no point in analyzing the proposal under the current growth policy, because the process to which it applies, annexation and zoning, has already occurred. The growth policy cannot undo what was done lawfully under a prior document.

The Montana Department of Transportation has jurisdiction over Hwy 10. They will decide what, if any, improvements will be required to their roadway as a result of this development. Their final determination has not yet been made and may take several months to be finalized. As these decisions are made, any influence that DOT offers the City, will be overseen by engineering staff or city consultants. This is why the staff report proposes to condition this subdivision based on DOT's requirements.

Effect on affordable housing. The City does not regulate the provision of "affordable housing". With this development, because of the zoning, we don't know with any certainty that housing will be built. All that can be said is that the project is zoned for and could provide additional housing. Affordability, under any definition, remains an unknown.

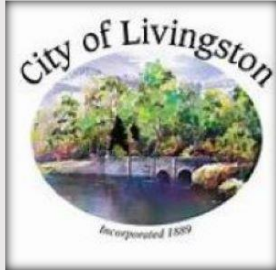
September 30, 2022

Legal Memo

From: City Attorney, Courtney Lawellin

Re: *Mountain View Subdivision*

Background and considerations for the review of the Mountain View Subdivision by the Livingston City Commission on October 4, 2022.



## OFFICE OF THE CITY ATTORNEY

Courtney Jo Lawellin

### CONTACT

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406-823-6009

WEBSITE:  
[Livingstonmontana.org](http://Livingstonmontana.org)

Address:  
220 East Park Street  
Livingston, MT 59047

EMAIL:  
[cityattorney@livingstonmontana.org](mailto:cityattorney@livingstonmontana.org)

- ❖ The Property was Annexed in 2004, and zoned thereafter, then rezoned in 2018 to highway commercial. Livingston has had a growth plan since 2004, updated most recently in 2017 and 2021. A planning board and two zoning commissions recommended the annexation, zoning, and rezoning. Only subdivision remains to be reviewed.
- ❖ Limitations on authorized uses are zoning considerations and cannot be conditions of subdivision approval. Conditioning subdivision on excluding permitted uses is illegal, violates state law and COL regulations. 76-2-302 If suggested, a rezoning would require a 4/5<sup>ths</sup> vote of the Commission.76-2-305 GP pg 11/6
- ❖ Subdivision review is limited to the review of a complete subdivision application 76-3-604. Completeness is determined by the statute, subdivision regulations, overseen by the planning department and is complied with by the developer applying. Id. & 76-3-504(subdivision reg contents) and COL subdivision regs.
- ❖ The planning board failed to make any findings related to their recommendation to deny the proposed subdivision. Regardless of any action the commission makes in relation to a planning board's recommendation, the commission must, as required by law, make findings of fact and have conclusions that identify the regulations and statutes used and how they apply to the basis of the decisions.620 & 608(4)(5) Conditions for approval must identify a specific, documentable, and clearly defined purpose or objective related to the primary criteria set forth in 76-3-608(3) that forms the basis for the condition.76-3-620
- ❖ The criteria for commission review, and denial, approval, or conditional approval, are the specific,

documentable, and clearly defined impactson agriculture, agricultural water user facilities, local services, the natural environment, wildlife, wildlife habitat, and public health and safety, excluding any consideration of whether the proposed subdivision will result in a loss of agricultural soils.

- ❖ The “full discretion” of the governing body, related to the growth policy, is the discretion employed to detail how the essential elements required under 76-1-601(3), are defined during its creation. The Growth Policy is non regulatory in nature which includes being non-regulatory in land use planning, including subdivision approval.
- ❖ In conditioning approval, a governing body may not unreasonably restrict a landowner's ability to develop land. If requiring mitigation (conditions of approval in 608(3)), and consistent with 76-3-620, a governing body shall consult with the subdivider and shall give due weight and consideration to the expressed preference of the subdivider if mitigation can be accomplished. The proposed conditions for Mountain View Subdivision are found in the staff report. Conditions of approval were not determined by the planning board.
- ❖ A growth policy's influence on subdivision is limited to subdivision regulations, which are drafted and amended to conform to a growth policy. This is how a growth policy influences subdivision. A new growth policy does not amend subdivision regulations, but amendment to subdivision regulation must be guided by the general policy and pattern of development laid out in the new growth policy. A developer is required to conform a subdivision to current subdivision regulations. A governing body may not withhold, deny, or impose conditions on any land use approval or other authority to act based solely on compliance with a growth policy adopted pursuant to this chapter. 76-1-605

Courtney Jo Lawellin  
Livingston City Attorney

**Montana Code Annotated 2021**

TITLE 76. LAND RESOURCES AND USE  
CHAPTER 3. LOCAL REGULATION OF SUBDIVISIONS  
Part 6. Local Review Procedure

Review Requirements -- Written Statement

**76-3-620. Review requirements -- written statement.** (1) In addition to the requirements of **76-3-604** and **76-3-609**, following any decision by the governing body to deny or conditionally approve a proposed subdivision, the governing body shall, in accordance with the time limit established in **76-3-504(1)(r)**, prepare a written statement that:

- (a) must be provided to the applicant;
- (b) must be made available to the public;
- (c) includes information regarding the appeal process for the denial or imposition of conditions;
- (d) identifies the regulations and statutes that are used in reaching the decision and explains how they apply to the basis of the decision;
- (e) provides the facts and conclusions that the governing body relied upon in making the decision and references documents, testimony, or other materials that form the basis of the decision; and
- (f) identifies the conditions that apply to the preliminary plat approval and that must be satisfied before the final plat may be approved.

(2) If the governing body conditionally approves the proposed subdivision, each condition required for subdivision approval must identify a specific, documentable, and clearly defined purpose or objective related to the primary criteria set forth in **76-3-608(3)** that forms the basis for the condition.

**History: En. Sec. 2, Ch. 224, L. 1995; amd. Sec. 13, Ch. 298, L. 2005; amd. Sec. 20, Ch. 446, L. 2009; amd. Sec. 5, Ch. 319, L. 2021.**

10. 04. 2022

Addendum to Action Item D.

Public comments received regarding Mountain View Subdivision

- Wendy Weaver- in support
- Suzie Laich- in support
- Edward Johnson- in support
- Ann Hallowell- in support
- Nancy Adkins- opposed
- Friends of Park Co.- opposed

**From:** [Wendy Weaver](#)  
**To:** [Faith Kinnick](#)  
**Subject:** Public Comment to Oppose Meadow View Subdivision  
**Date:** Tuesday, October 4, 2022 5:07:04 PM

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Dear Commission-

I am writing to provide public comment to oppose the Meadow View Subdivision. My concerns are many including lack of specifics regarding the plans and intent of the development. I would also like to understand why this parcel is excluded from the HC zone while all the land around it is within this zone. I am also very concerned that we will allow development to occur in our entrance corridors that takes away from the character of our community and we become, quite literally “anywhere, USA” with strip malls, gas stations, chain restaurants, chain hotels. I would like to also know how this development is helping address our affordable housing crisis. I would like to know how this development will complement, preserve and add to the character of our community and as is lined out in our recently adopted growth policy.

Sincerely,  
Wendy Weaver  
203 South I Street  
Livingston, MT 59047



**Faith Kinnick**

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**From:** Suzie Lalich <suzie@pfl.com>  
**Sent:** Monday, October 3, 2022 8:39 AM  
**To:** Faith Kinnick  
**Subject:** Public comment for item on 10/4 Commission Agenda

City Commission,

I am unable to attend the City Commission hearing tomorrow however wanted to provide public testimony. I support the Mountain View Subdivision. With the housing shortage in Livingston, we need more buildable lots for sale with the possibility of residential housing. As an HR professional for one of the largest employers in Park County, trying to hire and retain employees is becoming a huge constraint and impacting our ability to serve our customers. We've seen numerous employees resign and leave the area due to the lack of housing. Thank you.

Suzanne Lalich  
14 Elk Horn Lane Livingston, MT

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**Suzie Lalich**  
VP of Employee Success  
406-823-7097



*PFL is committed to fostering a workplace that connects and honors people for the many aspects that make them unique.*

**Faith Kinnick**

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**From:** Faith Kinnick  
**Sent:** Tuesday, October 4, 2022 5:42 PM  
**To:** Lisa Lowy ; Courtney Lawellin; Jim Woodhull; Karrie Kahle; Mel Friedman ; Melissa Nootz; Quentin Schwarz ; Torrey Lyons  
**Subject:** FW: Unable to Join the Meeting Virtually-Wanted to Make a Comment

[Here is another public comment.](#)

Faith

**From:** Edward Johnson [mailto:iamedwardjohnson@gmail.com]  
**Sent:** Tuesday, October 4, 2022 5:37 PM  
**To:** Faith Kinnick <fkinnick@livingstonmontana.org>  
**Subject:** Unable to Join the Meeting Virtually-Wanted to Make a Comment

Hi,

My name is Edward Johnson and I'm a property owner in Park County. I'd like to make a brief comment in support of the proposed MountainView Subdivision. I believe the county needs affordable housing and one of the major ways to do this is by increasing housing inventory. Therefore, I'm in support of this proposed subdivision. Thank you.

Best,

-Edward Johnson

**Faith Kinnick**

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**From:** Ann Hallowell <ann@hallowellco.com>  
**Sent:** Monday, October 3, 2022 4:24 PM  
**To:** Faith Kinnick; Jim Woodhull  
**Subject:** 10-4-22 city commission meeting -Action item D.-Mountain View Subdivision-public comment  
**Attachments:** 10-4-22 city commission meeting-Mountain view subdivision--public comment.pdf

Dear Ms. Kinnick & Mr. Woodhull,

Attached please find my public comment for the record for the 10-4-22 City Commission Meeting. Action Item D. Mountain View subdivision.

Would you so kind as to acknowledge receipt of this email so I know you have received it in time for the meeting. Thank you so much.

Sincerely,

Ann Hallowell

10-4-2022 City of Livingston Commission Meeting

Action Item D. Discuss/approve/deny: Mountain view Subdivision preliminary plat approval.

Livingston currently has only two very large buildable parcels zoned Light Industrial. Out of town developers can afford them. But no opportunities exist within reach for our local entrepreneurs.

Mountain View subdivision, a division of one of these large, Light Industrial lands, will be the first such opportunity for the community of Livingston. Finally, there will be smaller, more economically accessible lots zoned Light Industrial for local entrepreneurs to fulfill their dreams to expand their business out of their garages and basements.

Printing For Less was just such a business bursting at the seams on East Geyser Street many years ago. The city planning board and commissioners listened and annexed land on the west side for their current location.

They have been growing ever since, giving the people of Livingston the security of year-round jobs close to home in this attractive complex. Printing For less was the first local company to offer child care for employees onsite.

As they prospered, they did not walk away from our community. Instead, they expanded by building thoughtfully into the landscape, yet again, offering more year-round jobs for our community.

Printing For Less has always been a shining star of entrepreneurial tenacity and endurance---a good example for those who would dare similar paths. They have employed our community through good times and bad.

It is most fitting that with their success they are now able to pass on similar opportunities to others. With these lots, others will follow the path of entrepreneurial prosperity for Livingston.

Our shortage of both housing and business lots can be fulfilled with the single action of approval of Mountain View.

I wholeheartedly support approval for the Mountain View subdivision plat and hope you will too.

Sincerely,

Ann Hallowell  
Fleshman Creek  
406-222-4770  
Ann@hallowellco.com  
ETJ

**Faith Kinnick**

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**From:** Faith Kinnick  
**Sent:** Tuesday, October 4, 2022 11:43 AM  
**To:** Lisa Lowy ; Courtney Lawellin; Jim Woodhull; Karrie Kahle; Mel Friedman ; Melissa Nootz; Quentin Schwarz ; Torrey Lyons  
**Subject:** FW: Form submission from: Contact Us

Commissioners,

Here is another email in regards to the subdivision at PFL.

Sincerely,

Faith

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**From:** Livingston Montana [mailto:livingston-mt@municodeweb.com]  
**Sent:** Monday, October 3, 2022 7:42 PM  
**To:** webmaster <webmaster@livingstonmontana.org>  
**Subject:** Form submission from: Contact Us

Submitted on Monday, October 3, 2022 - 7:42pm

Submitted by anonymous user: 172.221.108.2

Submitted values are:

First Name Nancy  
Last Name Adkins  
Email [desmoinesnancy@yahoo.com](mailto:desmoinesnancy@yahoo.com)  
Question/Comment

I am oppose to the development around Print For Less. They are valuable wet lands and flooding issues. I will be having an infusion tomorrow so may not be able to take part in the zoom meeting.  
Phone Number 406333 0470

The results of this submission may be viewed at:

<https://www.livingstonmontana.org/node/7/submission/1202>

# Friends of Park County

P.O. Box 23, Pray, Montana 59065

*Promoting thoughtfully planned growth in order to protect and enhance Park County's vibrant communities, sustainable working lands, and healthy natural resources.*

## Testimony on Mountain View Subdivision Preliminary Plat Application Livingston Planning Board September 21, 2022

### Summary

**The Planning Board is required by law to consider the Growth Policy.**

The Planning Board must consider the Growth Policy in making its recommendation to the City Commission, under the clear wording of Montana statutes and your subdivision ordinance.

**The Planning Board should recommend denial based on incomplete application, failure to satisfy the subdivision ordinance criteria and for contradictions with the Growth Policy.**

The Planning Board should recommend denial of the application based on: (a) the failure of the applicant to provide a complete application as required by the subdivision ordinance; (b) evidence which shows the application does not satisfy the criteria in the subdivision statute and ordinance; and (c) substantial conflicts with your Growth Policy.

**As a safeguard, the Planning Board should propose conditions of approval should the City Commission decide to approve the subdivision.**

As a safeguard in the event the City Commission decides to approve the application, the Planning Board should propose conditions of approval to mitigate adverse impacts on agriculture, wildlife, public services and to address conflicts with the Growth Policy, including:

1. Limit the authorized future uses of the lots to the “light manufacturing” “transportation terminals” and “warehouse“ uses authorized in the Highway Commercial zone.
2. Pro-actively prevent the extension of the new internal road to the east, outside the city limits, to prevent it from being used to help justify and facilitate additional annexations and commercial development and include a continuous open space designation and buffer to the east.
3. Require landscaping and design standards.

**This proceeding should prompt the Planning Board to commit to upgrading staff reports and an immediate revision of land use designations, zoning, annexation and infrastructure plans that are inconsistent with the core principles of the Growth Policy.**

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Montana’s subdivision statutes clearly require the Planning Board to consider the proposed subdivision’s consistency with the 2021 Growth Policy. .... 3

The City’s Subdivision Ordinance allows you consider the Growth Policy, “without limitation” in making recommendations to the City Commission on whether to deny, approve with conditions or approve the subdivision. .... 4

The “Highway Commercial Zone” allows virtually anything - gas stations, Starbucks, convenience stores, offices, banks, apartments, motels, big box stores, even mortuaries. The future development of the subdivision with those uses contradicts the goals, objectives and strategies of the Growth Policy that call for focusing development downtown and against sprawling at the edge of the city. There is no future opportunity for the Planning Board or the public to review subsequent development applications. .... 4

The evidence in the record does not demonstrate compliance with the state subdivision criteria and therefore the Planning Board must recommend that the City Commission deny the application. .... 7

The Planning Board’s recommendations and the City Commission’s decision must address the standards in the regulations as they are written, not the modifications or re-interpretations of them proposed by your staff. .... 9

The application may not be exempt from the environmental assessment required by Montana subdivision statutes and the City’s subdivision ordinance. If it is not exempt, then the application is incomplete and must be denied. .... 12

As a safeguard, the Planning Board should propose conditions of approval to mitigate adverse impacts and to reduce conflicts with the Growth Policy should the City Commission decide to approve the subdivision. .... 13

This application should spur the Planning Board to formally commit to improving staff reports, to identifying and removing the various contradictions to the Growth Policy in current zoning, infrastructure plans and annexation policy and to address the internal contradictions in the Growth Policy. .... 14

Montana’s subdivision statutes clearly require the Planning Board to consider the proposed subdivision’s consistency with the 2021 Growth Policy.

Montana Code Annotated 76-1-605 describes the use of an adopted growth policy.

*(1) Subject to subsection (2), after adoption of a growth policy, the governing body within the area covered by the growth policy pursuant to 76-1-601 **must be guided by and give consideration to the general policy and pattern of development set out in the growth policy** in the:*

*(a) authorization, construction, alteration, or abandonment of public ways, public places, public structures, or public utilities;*

*(b) authorization, acceptance, or construction of water mains, sewers, connections, facilities, or utilities;*

(Emphasis added.)

The Mountain View Subdivision application describes the new roads, sidewalks, water and sewer lines and stormwater facilities that will be built, so these subsections of the Montana subdivision require the Planning Board to consider and be guided by its 2021 Growth Policy.

It is correct that the growth policy is not a “regulatory document”:

*MCA 76-1-605 (2)(a) A growth policy is not a regulatory document and does not confer any authority to regulate **that is not otherwise specifically authorized by law or regulations** adopted pursuant to the law.*

However, as noted in the next section, the City’s subdivision ordinance, does give you the authority to consider the Growth Policy.

In addition, the statute makes it clear that noncompliance with the Growth Policy can be a part of the grounds for denying or conditioning a subdivision application, as long as there are other grounds based on the city’s regulations:

*MCA 76-1-605 (2)(b) A governing body may not withhold, deny, or impose conditions on any land use approval or other authority to act based **solely** on compliance with a growth policy adopted pursuant to this chapter.*

In other words, as long as there are other grounds for withholding, denying or imposing conditions, then the Growth Policy can provide additional grounds for your action. Friends of Park County will present those alternative grounds for denial below.



The City’s Subdivision Ordinance allows you consider the Growth Policy, “without limitation” in making recommendations to the City Commission on whether to deny, approve with conditions or approve the subdivision.

The City’s subdivision ordinance provides:

*III-B-4 Planning Board Hearing, Consideration and Evidence*

*c Consideration-Evidence*

*In making its decision to approve, conditionally approve, or deny a proposed subdivision, the governing body may consider, without limitation, the following, as applicable:*

- (i) *an officially adopted growth policy;*

Under the previously cited Montana statutes, the Growth Policy is not only “applicable” it is directly relevant and essential to making a sound decision.

The “Highway Commercial Zone” allows virtually anything - gas stations, Starbucks, convenience stores, offices, banks, apartments, motels, big box stores, even mortuaries. The future development of the subdivision with those uses contradicts the goals, objectives and strategies of the Growth Policy that call for focusing development downtown and against sprawling at the edge of the city. There is no future opportunity for the Planning Board or the public to review subsequent development applications.

Authorized uses in the “Highway Commercial” zone are classified either as “acceptable” or as requiring a “special exception permit.”

The following uses are listed in [Table 30.40](#) as “acceptable.”

- Single family dwellings
- Two family dwellings
- Multifamily dwellings
- Town Houses
- Accessory Buildings
- Modular Homes
- Churches
- Trade Schools
- Clinics
- Personal Care Center
- Child Care Center
- Vetenarian [sic] Clinics
- Kennels and Catterys
- Self Service Laundry

- Bed and Breakfasts
- Motels/Hotels
- Travel Trailer Parks
- Business and Professional Offices
- Retail (Large scale Retail requires a Special Exception Permit)
- Barber Shop and Beauty Parlors
- Restaurants
- Bars
- Drive-in Restaurants
- Banks
- Mortuary
- Wholesale Businesses
- Commercial Greenhouses
- Gasoline Service Stations
- Auto Repair Garage
- Automobile Dealerships
- Warehouse and Enclosed Storage
- Machine Shop
- Light Manufacturing
- Lumberyards
- Transportation Terminals
- Radio Stations
- Government Offices
- Health and Exercise Establishment

Additional uses that are authorized but require a “special exception permit” include “Large-scale Retail” “where the total area utilized by a single tenant occupies twenty thousand (20,000) square feet or more of gross floor area or outdoor space, exclusive of parking.”

In other words, despite its name and stated purpose the “Highway Commercial” zone allows virtually everything allowed downtown.

The City’s code allows the planning staff to approve any those uses on the subdivision lots without any oversight by the Planning Board or Zoning Commission or a public hearing. In other words, this proceeding is the only chance to consider the implications of allowing any or all of those uses at the western edge of the city.

The Growth Policy describes what residents believe is important to them about Livingston’s community character (page 14):

Through the community’s definition of community character, three overarching themes rose to the top, a friendly, laidback welcoming atmosphere, our surrounding natural environment, and the look and feel of our downtown .... Between 60 and 70 percent of respondents stated that unique businesses, the charming downtown, and the small-town atmosphere were very important to their definition of community character. The Growth Policy reflects and translates these definitions of community character into land use recommendations, with the understanding that the

community desires to maintain this character as the City grows and changes through time.

Here are some of the goals, objectives and strategies in the Growth Policy that development of the Mountain View Subdivision will contradict:

Objective 2.2.3: Support traditional neighborhood design and active transportation.

Goal 3.1: Prioritize infill over expansion by taking advantage of existing and planned infrastructure, such as transportation, energy, water, and sewer facilities.

Strategy 3.1.1.4: Promote any growth that maintains the compact, historic development patterns found in the historic city center.

Goal 3.4: Encourage the responsible growth of Livingston by evaluating proposed developments against the ten principles of Smart Growth.

Strategy 3.4.3.2: Encourage development near transit routes and active transportation infrastructure to promote development that produces minimal strain on the environment and existing transportation infrastructure.

Strategy 4.1.3.3: Reduce climate disruption through compact growth and increased transportation choices that reduce the need for driving.

Objective 4.3.2: Protect the riparian corridors to preserve unique wildlife, promote water quality, and provide for public trails and open space.

Objective 4.3.3: Preserve the night skies as well as the natural scenic vistas.

Objective 6.1.1: Support existing local businesses.

Objective 6.1.5: Plan for and attract new investment into the downtown district to support local businesses.

Objective 6.2.3: Make a good first impression to [sic] visitors.

Objective 8.2.7: Prioritize existing roadways and utility infrastructure to ensure connectivity and avoid leapfrog development.

Strategy 8.2.7.1: Prioritize roadway construction or improvements in areas that have been dedicated as mixed use or higher density in the Growth Policy.

As explained previously, as long as there are other grounds in the statute or subdivision ordinance for denying or conditioning the application, the Planning Board and City Commission can rely on conflicts with the Growth Policy as additional reasons to deny or condition the application.

The evidence in the record does not demonstrate compliance with the state subdivision criteria and therefore the Planning Board must recommend that the City Commission deny the application.

Montana state law and the City’s subdivision regulations require the staff to prepare and the reviewing bodies to make “findings of fact” in support of their decisions to approve or deny an application.

A finding of fact requires the consideration and evaluation of relevant evidence and information. For many critical criteria the August staff report does not reference any facts but just offers an unsupported assertion.

Here are some examples from the August staff report:

*1. Effect on Agriculture [Questions from Subdivision Ordinance III-B-6 (b)(iv)(A)].*

*1) Would the subdivision remove agricultural or timberlands with significant existing or potential production capacity? **No.***

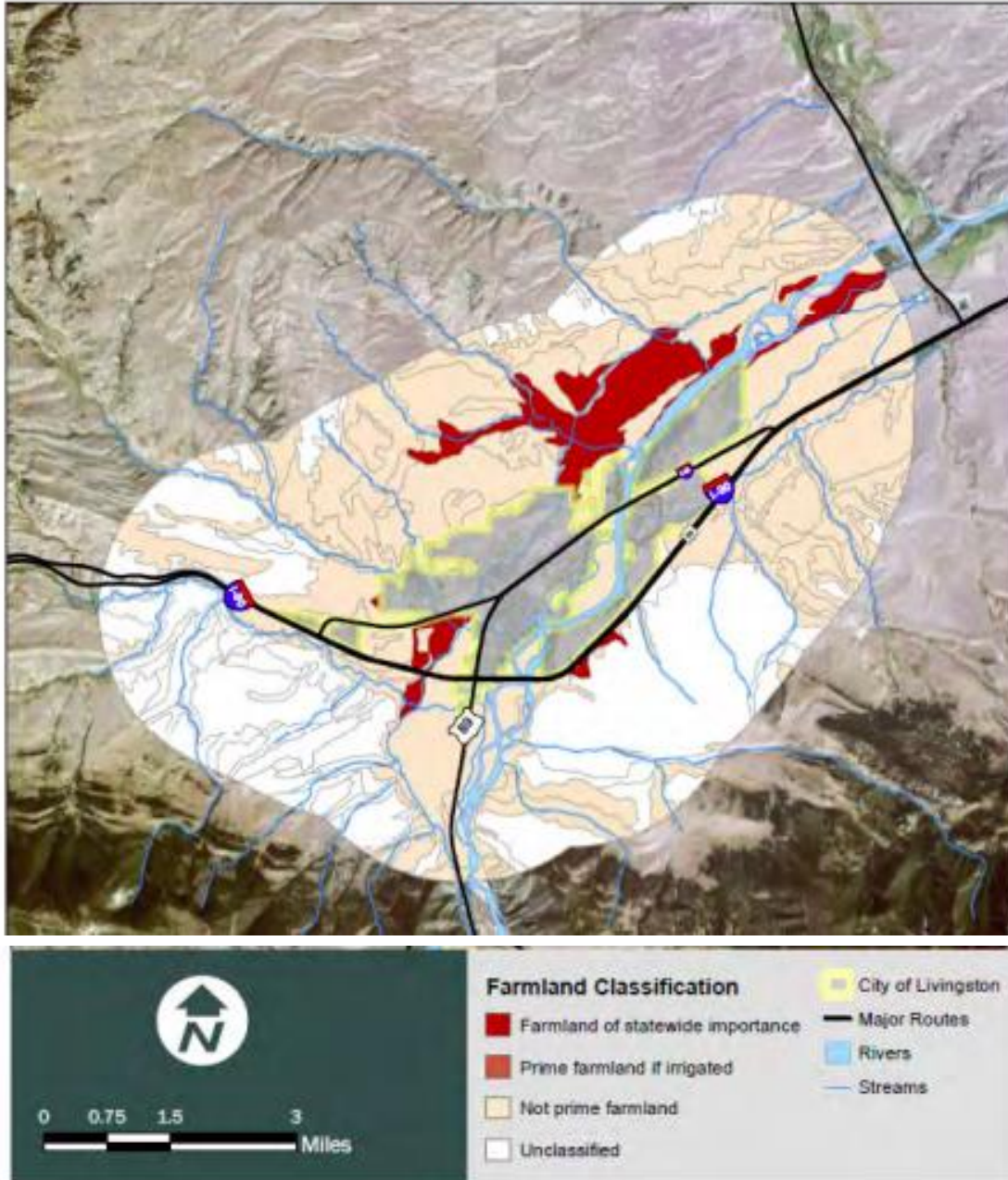
*2) Would the subdivision remove from production agricultural lands that are critical to the area’s agricultural operations? **No.***

*4) How would the subdivision affect the value of nearby agricultural lands? **Not applicable.***

An unsupported statement of the conclusion without reference to any facts is not a finding of fact at all.

Readily available information does not support these conclusions. For example, Exhibit 2.7 “Farmland in the Extraterritorial Jurisdiction” in the 2021 Growth Policy shows there are agricultural lands on, and near, the subject property:

**Exhibit 2.7: Farmland in the Extra-Territorial Jurisdiction**



This is just one source of information on this subject.

The following findings in the August staff report are also unsupported conclusions (possibly in reliance on assertions made by the applicant) that are not based on any facts in the staff report and therefore cannot be a basis for a decision by the Planning Board:

3. Impact on Local Services [Subdivision Ordinance III-B-6 (b)(iv)(C)].

- 1) (a) No information about additional costs imposed by the development is provided.
- (b) Answer does not respond to the question about “who will bear the costs.”
- (c) No facts related to capacity to fund additional costs provided.
- 2) Unsupported conclusion about additional efficiency of service provision.
- 4) No evidence provided for the estimate of \$300,000 in additional revenues; what are the assumptions about the types of future development and their assessed value?

4. Effect on Natural Environment [Subdivision Ordinance III-B-6 (b)(iv)(D)].

The questions about possible effects on the natural environment in subsections 1) a), b), c), and f) are answered with conclusions without any supporting evidence, without any analysis of those facts that support the conclusion. It is also interesting that the staff report found that there was no known hazard in the form of “high winds.”

5. Effect on Wildlife and Wildlife Habitat [Subdivision Ordinance III-B-6 (b)(iv)(E)].

The responses in the August Staff Report to the questions in 1) and 2) are conclusions unsupported by evidence. Also see discussion about wildlife in the next section of this testimony.

6. Effect on Public Health on Safety [Subdivision Ordinance III-B-6 (b)(iv)(F)].

The responses in the August Staff Report to the first question about hazards resulting from highways and other conditions is a conclusion unsupported by evidence. The response to the third question relating to possible hazards from fire or traffic is “None have been identified.”

It is the responsibility of the staff and the Planning Board to affirmatively review available information and analyze it rather than treat the absence of information from third parties as grounds for a conclusion about facts.

The Planning Board’s recommendations and the City Commission’s decision must address the standards in the regulations as they are written, not the modifications or re-interpretations of them proposed by your staff.

In at least three cases, the August staff report modifies or reinterprets the question posed by the subdivision ordinance and responds to that modified or reinterpreted version that is not in the city code (while also neglecting to provide any factual support.)

Here are the problematic reinterpretations:

*1. Effect on Agriculture*

3) Would the subdivision create significant conflict with nearby agricultural operations (e.g. creating problems for moving livestock, operating farm machinery, maintaining water supplies, controlling weeds, applying pesticides or would the subdivision generate nuisance complaints due to nearby agricultural operations)? **No. There are no intensive agricultural activities in the immediate area.**

The actual words in the subdivision ordinance refer to “agricultural operations, not “intensive agricultural activities.” The area to be considered is “nearby” not “in the immediate area.” O

Here is how the August staff report addresses the criteria related to agricultural water facilities.

### 2. Effect on Agricultural Water User Facilities

1) Would the subdivision create a significant conflict with “ water user facilities (e.g. creating problems for operating and maintaining irrigation systems or creating nuisance complaints due to safety concerns, noise, etc.)? **No ag water user facilities exist on the subject property.**

The actual question in the ordinance is about the potential for significant conflict with agricultural water user facilities that could be nearby; it does not limit the consideration to water facilities on the subject property.

The Cadastral Survey indicates there are agricultural operations nearby, grazing and alfalfa production and the latter relies on irrigation:

Property Record Card

Tax Year 2022

[Print](#)

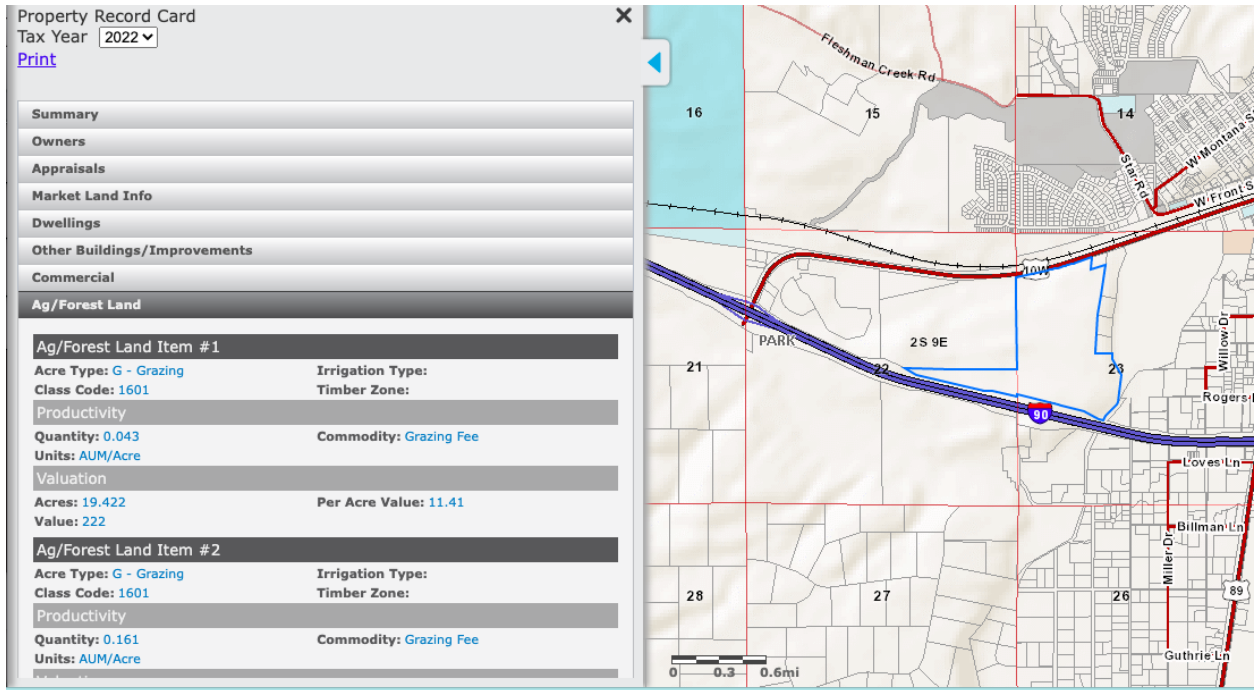
- Summary
- Owners
- Appraisals
- Market Land Info
- Dwellings
- Other Buildings/Improvements
- Commercial
- Ag/Forest Land**

**Ag/Forest Land Item #1**

Acre Type: I - Irrigated	Irrigation Type:
Class Code: 1101	Timber Zone:
<b>Productivity</b>	
Quantity: 1.193	Commodity: Alfalfa
Units: Tons/Acre	
<b>Valuation</b>	
Acres: 6.399	Per Acre Value: 552.99
Value: 3539	

**Ag/Forest Land Item #2**

Acre Type: I - Irrigated	Irrigation Type:
Class Code: 1101	Timber Zone:
<b>Productivity</b>	
Quantity: 3.74	Commodity: Alfalfa
Units: Tons/Acre	



There is also agricultural land south of I-90 and elsewhere nearby.

The August staff report addresses wildlife and wildlife habitat impacts this way:

*5. Effect on Wildlife and Wildlife Habitat*

*1) How would the subdivision affect critical wildlife areas such as big game wintering range, migration routes, nesting areas, wetlands or other important habitat? This subdivision is not located within critical wildlife habitat.*

The response substitutes what seems to be a technical term “critical wildlife habitat” for “critical wildlife areas” “such as big game wintering range, migration routes, nesting areas, wetland or other important habitat.”

The letter from Montana Fish and Wildlife states: “The area is used by big game, especially pronghorn, along with a variety nongame species. Black bears or mountain lions are known to use the area occasionally.” The letter also references design approaches that would provide “safe passage wildlife corridors.”

The staff report must address the actual standards in the city’s ordinance not the revised, weaker and narrower revisions to those standards as reinterpreted by the staff.



The application may not be exempt from the environmental assessment required by Montana subdivision statutes and the City’s subdivision ordinance. If it is not exempt, then the application is incomplete and must be denied.

- 76-3-603. Contents of environmental assessment. (1) When required, the environmental assessment must accompany the subdivision application and must include:
- (a) for a major subdivision:
    - (i) a description of every body or stream of surface water that may be affected by the proposed subdivision, together with available ground water information, and a description of the topography, vegetation, and wildlife use within the area of the proposed subdivision;
    - (ii) a summary of the probable impacts of the proposed subdivision based on the criteria described in [76-3-608](#);
    - (iii) a community impact report containing a statement of anticipated needs of the proposed subdivision for local services, including education and busing; roads and maintenance; water, sewage, and solid waste facilities; and fire and police protection; and
    - (iv) additional relevant and reasonable information related to the applicable regulatory criteria adopted under [76-3-501](#) as may be required by the governing body;

Environmental assessments are not required if an application qualifies for the following statutory exemption in MCA 76-3-616 (2) [emphasis added]:

- (2) To qualify for the exemptions in subsection (1), a subdivision must meet the following criteria:
- (a) the proposed subdivision is entirely within an area inside or adjacent to an incorporated city or town where the governing body has adopted a growth policy that includes the provisions of [76-1-601](#)(4)(c);
  - (b) the proposed subdivision is entirely within an area subject to zoning adopted pursuant to [76-2-203](#) or [76-2-304](#) that avoids, significantly reduces, or mitigates adverse impacts identified in a growth policy that includes the provisions of [76-1-601](#)(4)(c); and
  - (c) the subdivision proposal includes a description of future public facilities and services, using maps and text, that are necessary to efficiently serve the projected development.

In this case, the application fails to satisfy subsection (b) because the zoning does not “significantly reduce or mitigate adverse impacts identified” in the new Growth Policy but in fact aggravates them.

The staff contends that the 2021 Growth Policy does not apply to this property because it was annexed and zoned before the Growth Policy.

Friends of Park County does not agree with this analysis but assuming, for the sake of argument that it is true, then the Growth Policy in effect at the time of the annexation, if any, is applicable. If no Growth Policy was in effect, then the exemption does not apply at all.

If an environmental assessment is required, then this application is incomplete and the Planning Board must recommend denial of the application by the City Commission.

As a safeguard, the Planning Board should propose conditions of approval to mitigate adverse impacts and to reduce conflicts with the Growth Policy should the City Commission decide to approve the subdivision.

In the event the City Commission decides to approve the application, the Planning Board should propose conditions of approval to mitigate adverse impacts related to the criteria in the Montana subdivision statute (MCA 76-3-608(3)(a)), the parallel criteria in the subdivision ordinance and conflicts with the Growth Policy.

Conditions of approval relating to the criteria in the subdivision ordinance and the Montana subdivision statute would mitigate the:

- Impacts on agriculture activities on the Voyich and other properties
- Impacts on nearby agricultural water user facilities on the Voyich property.
- Potential impacts on local services, including impacts on taxpayers who will bear part of the burden of building and maintain the new roads, water and sewer lines and other infrastructure.
- Impacts on the natural environment, including to the wetlands caused by runoff from streets and roads,
- Impacts on wildlife and wildlife habitat, including interruption of migration paths and loss of habitat needed for food or refuge and night illumination impacts on nocturnal wildlife.
- Impacts on public health and safety including impacts resulting from increased highway oriented traffic and increased greenhouse gasses accelerating climate change.

Because these conditions are appropriate then additional conditions that would help achieve greater consistency with the Growth Policy could also recommended to the City Commission, including:

1. Limit the authorized future uses of the lots to the “light manufacturing,” “transportation terminals” and “warehouse“ uses which are permitted in the Highway Commercial zone.

This limitation would be consistent with the current uses on the property – a printing facility and the FedEx shipping facility. These uses are not the kinds of uses that would be located downtown.

- 2. Pro-actively prevent the extension of the new internal road to the east, beyond the city limits, to prevent it from being used to help justify and facilitate additional annexations and commercial development and require a continuous open space designation and buffer to the east. Friends of Park County will provide an illustration of how this condition could be met.
- 3. Specify landscaping and design standards, which are not required because this property is not just to the Gateway Overlay District.

This application should spur the Planning Board to formally commit to improving staff reports, to identifying and removing the various contradictions to the Growth Policy in current zoning, infrastructure plans and annexation policy and to address the internal contradictions in the Growth Policy.

The application raises three fundamental issues we hope the Planning Board will formally commit to addressing:

- 1. Requiring adequate factual information and legal analyses from your staff to enable the Planning Board and the City Commission to discuss the merits of a proposal objectively and make the required findings of fact and conclusions of law, not just in this case, but in all cases.
- 2. The urgent need to translate the Growth Policy into internally consistent, effective zoning, annexation policy and infrastructure plans. Until and unless this is done, all of your, your staff's and the community's work on the Growth Policy will be rendered meaningless as development proceeds without regard to the Growth Policy's admirable goals and objectives.
- 3. Addressing the contradictions and unaddressed issues within the Growth Policy that create confusion about what it means and how it should be implemented. These include the extensive amount of commercial development assumed by land use designations both within the city limits and the extraterritorial jurisdiction. These are detailed in our May 2021 testimony to the City Commission.

**File Attachments for Item:**

**B. APPROVE MINUTES FROM THE OPEN SESSION OF THE OCTOBER 18, 2022, COMMISSION MEETING**



# Livingston City Commission Minutes

October 18, 2022

4:00 PM

City Hall Conference Room  
220 E. Park Street

Livingston, MT 59047 AND by ZOOM

<https://us02web.zoom.us/j/83203320966?pwd=VVA2NHdaTkRMWIBkWmc4aDJYVIR3Zz09>

Meeting ID: 832 0332 0966 **Passcode: 509110** Call in: (669) 900-6833

## 1. Call to Order

## 2. Roll Call

In attendance: Chair Nootz, Vice-Chair Kahle, Commissioner Friedman, Commissioner Schwarz and Commissioner Lyons. Staff in attendance: Interim City Manager, Lisa Lowy, Finance Director Paige Fetterhoff and Recording Secretary, Faith Kinnick. Also in attendance Greg Protham and Ted Barkley of GMP Consultants.

## 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)*

- None

## 4. Consent Items

## 5. Proclamations

## 6. Scheduled Public Comment

## 7. Public Hearings

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

## 8. Ordinances

## 9. Resolutions

### **A. RESOLUTION NO. 5070: A RESOLUTION REQUESTING THE DISTRIBUTION OF BRIDGE AND ROAD SAFETY AND ACCOUNTABILITY PROGRAM FUNDS IN THE AMOUNT OF \$192,896.10.**

- Lowy introduced item
- No clarifying comments from Commission
- Schwarz motioned to approve Resolution No. 5070, second by Kahle,
- No public comment

- All in favor, passes 5-0.

**10. CLOSED EXECUTIVE SESSION (04:16 P.M.-6:18 P.M.)**

**11. ACTION ITEMS:**

**A. DISCUSS/APPROVE/DENY: OPENING NEGOTIATIONS WITH THE SELECTED FINALIST.**

- Nootz asked commission for a motion
- Schwarz made motion to continue the process with no decision being made at this time and the Commission will set a meeting date in the near future to announce the name of the Candidate, second by Friedman.
- No public comment
- All in favor, passes

11. City Manager Comment: none

12. City Commission Comments:

- Nootz, thank you to the consultants

13. Adjournment 06:08 p.m.

Calendar of Events

**PUBLIC IN VIRTUAL ATTENDANCE:**

- PATRICIA GRABOW
- JANE JARRETT

**File Attachments for Item:**

**C. RATIFY CLAIMS PAID 09/28/2022-10/25/2022.**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>A-1 MUFFLER, INC.</b>							
2	A-1 MUFFLER, INC.	71641	MTP 48/H6	10/07/2022	183.00	183.00	10/19/2022
2	A-1 MUFFLER, INC.	71683	BATTERY MTP	10/18/2022	183.00	183.00	10/21/2022
Total A-1 MUFFLER, INC.:					366.00	366.00	
<b>AAA CLEANING, LLC</b>							
3727	AAA CLEANING, LLC	2022.9.30	park street cleaning	09/30/2022	2,000.00	2,000.00	10/04/2022
3727	AAA CLEANING, LLC	2022.9.30	Bennett St cleaning	09/30/2022	100.00	100.00	10/04/2022
3727	AAA CLEANING, LLC	2022.9.30	Bennett St cleaning	09/30/2022	100.00	100.00	10/04/2022
3727	AAA CLEANING, LLC	2022.9.30	Bennett St cleaning	09/30/2022	100.00	100.00	10/04/2022
3727	AAA CLEANING, LLC	2022.9.30	Bennett St cleaning	09/30/2022	100.00	100.00	10/04/2022
3727	AAA CLEANING, LLC	2022.9.30	Bennett St cleaning	09/30/2022	100.00	100.00	10/04/2022
Total AAA CLEANING, LLC:					2,500.00	2,500.00	
<b>ALL SERVICE TIRE &amp; ALIGNMENT</b>							
22	ALL SERVICE TIRE & ALIGNME	64823	Tire Repair	09/26/2022	18.00	18.00	10/13/2022
22	ALL SERVICE TIRE & ALIGNME	64828	Oil Change	09/27/2022	75.00	75.00	10/13/2022
22	ALL SERVICE TIRE & ALIGNME	64909	MOUNT TIRE	10/06/2022	80.00	80.00	10/19/2022
22	ALL SERVICE TIRE & ALIGNME	64912	Tire Repair	10/06/2022	36.00	36.00	10/21/2022
Total ALL SERVICE TIRE & ALIGNMENT:					209.00	209.00	
<b>ALPINE ELECTRONICS RADIO SHACK</b>							
402	ALPINE ELECTRONICS RADIO	10284642	PRINTER TONER	10/19/2022	89.98	89.98	10/21/2022
Total ALPINE ELECTRONICS RADIO SHACK:					89.98	89.98	
<b>ASKIN CONSTRUCTION</b>							
10004	ASKIN CONSTRUCTION	2	CIVIC CENTER SEWER PAY AP	09/12/2022	522,803.45	522,803.45	10/04/2022
10004	ASKIN CONSTRUCTION	2	1% GROSS RECEIPTS TAX	09/12/2022	5,228.03-	5,228.03-	10/04/2022
10004	ASKIN CONSTRUCTION	2022.3	CIVIC CENTER SEWER PAY AP	09/30/2022	34,486.55	34,486.55	10/04/2022
10004	ASKIN CONSTRUCTION	2022.3	1% GROSS RECEIPTS TAX	09/30/2022	344.87-	344.87-	10/04/2022
10004	ASKIN CONSTRUCTION	5	6TH/7TH ST WATER PAY APP #5	09/01/2022	225,568.00	225,568.00	10/04/2022
10004	ASKIN CONSTRUCTION	5	1% GROSS RECEIPTS TAX	09/01/2022	2,255.68-	2,255.68-	10/04/2022
10004	ASKIN CONSTRUCTION	6	6TH/7TH ST WATER PAY APP #6	09/30/2022	62,419.40	62,419.40	10/04/2022
10004	ASKIN CONSTRUCTION	6	1% GROSS RECEIPTS TAX	09/30/2022	624.19-	624.19-	10/04/2022
Total ASKIN CONSTRUCTION:					836,824.63	836,824.63	
<b>AXON ENTERPRISE, INC.</b>							
3834	AXON ENTERPRISE, INC.	INUS105102	Tasers	10/01/2022	6,870.00	6,870.00	10/21/2022
Total AXON ENTERPRISE, INC.:					6,870.00	6,870.00	
<b>BALCO UNIFORM COMPANY, INC.</b>							
3371	BALCO UNIFORM COMPANY, IN	71864	VEST-BOWMAN	10/03/2022	1,074.39	1,074.39	10/13/2022
3371	BALCO UNIFORM COMPANY, IN	72248-1	Uniform-BOWMAN	09/26/2022	224.00	224.00	10/04/2022
3371	BALCO UNIFORM COMPANY, IN	72248-2	Uniform-BOWMAN	10/12/2022	196.00	196.00	10/21/2022
3371	BALCO UNIFORM COMPANY, IN	72455-1	UniformS-O'NEILL	10/14/2022	234.10	234.10	10/21/2022
3371	BALCO UNIFORM COMPANY, IN	72455-2	Uniform-O'NEILL	10/19/2022	65.00	65.00	10/21/2022
Total BALCO UNIFORM COMPANY, INC.:					1,793.49	1,793.49	
<b>BEARTOOTH ENVIRONMENTAL, INC</b>							
10001	BEARTOOTH ENVIRONMENTAL	12036	DRUMMED WASTE DISPOSAL	10/05/2022	1,722.55	1,722.55	10/19/2022



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BEARTOOTH ENVIRONMENTAL, INC:					1,722.55	1,722.55	
<b>BETTER DAYS CLEANING</b>							
10004	BETTER DAYS CLEANING	1141	CLEANING	10/01/2022	875.00	875.00	10/13/2022
Total BETTER DAYS CLEANING:					875.00	875.00	
<b>BILLION AUTO GROUP</b>							
3803	BILLION AUTO GROUP	780291	shipping parts	05/31/2022	45.00	45.00	10/04/2022
Total BILLION AUTO GROUP:					45.00	45.00	
<b>BLACKSTONE PUBLISHING</b>							
2219	BLACKSTONE PUBLISHING	2067252	16 AUDIOBOOKS	10/05/2022	320.00	320.00	10/19/2022
Total BLACKSTONE PUBLISHING:					320.00	320.00	
<b>BOUND TREE MEDICAL, LLC</b>							
2662	BOUND TREE MEDICAL, LLC	846978341	Patient Supplies	09/23/2022	281.98	281.98	10/13/2022
2662	BOUND TREE MEDICAL, LLC	84703517	EMS PT SUPPLIES	09/28/2022	87.45	87.45	10/21/2022
2662	BOUND TREE MEDICAL, LLC	84705323	EMS PT SUPPLIES	09/29/2022	311.92	311.92	10/21/2022
2662	BOUND TREE MEDICAL, LLC	84707161	EMS PT SUPPLIES	09/30/2022	379.92	379.92	10/21/2022
2662	BOUND TREE MEDICAL, LLC	84712458	EMS SUPPLIES	10/05/2022	6.79	6.79	10/21/2022
2662	BOUND TREE MEDICAL, LLC	84714341	EMS SUPPLIES	10/06/2022	1,019.73	1,019.73	10/21/2022
2662	BOUND TREE MEDICAL, LLC	84725042	EMS PT SUPPLIES	10/14/2022	2,959.98	2,959.98	10/21/2022
2662	BOUND TREE MEDICAL, LLC	84726807	Patient Supplies	10/17/2022	445.14	445.14	10/21/2022
Total BOUND TREE MEDICAL, LLC:					5,492.91	5,492.91	
<b>BRUCE E. BECKER, P.C.</b>							
10000	BRUCE E. BECKER, P.C.	2022.9.19	PROTERM JUDGE	09/19/2022	80.00	80.00	10/19/2022
Total BRUCE E. BECKER, P.C.:					80.00	80.00	
<b>CAROLINA SOFTWARE, Inc.</b>							
3326	CAROLINA SOFTWARE, Inc.	84671	SOFTWARE SUPPORT	10/01/2022	600.00	600.00	10/13/2022
Total CAROLINA SOFTWARE, Inc.:					600.00	600.00	
<b>CARQUEST AUTO PARTS</b>							
23	CARQUEST AUTO PARTS	1912-556896	GEAR PULLER	09/01/2022	34.94	34.94	10/21/2022
23	CARQUEST AUTO PARTS	1912-557094	BATTERY	09/03/2022	133.99	133.99	10/21/2022
23	CARQUEST AUTO PARTS	1912-557414	VWS GR5	09/07/2022	91.68	91.68	10/21/2022
23	CARQUEST AUTO PARTS	1912-557940	OIL 5W30	09/12/2022	31.98	31.98	10/21/2022
23	CARQUEST AUTO PARTS	1912-558963	SPARK PLUG	09/21/2022	46.72	46.72	10/21/2022
23	CARQUEST AUTO PARTS	1912-559661	VWGR5	09/28/2022	86.40	86.40	10/21/2022
23	CARQUEST AUTO PARTS	19129-559860	OIL 5W30	09/29/2022	40.44	40.44	10/21/2022
Total CARQUEST AUTO PARTS:					466.15	466.15	
<b>CASELLE</b>							
3763	CASELLE	2022.11	APPLICATION SOFTWARE	10/14/2022	2,670.16	2,670.16	10/19/2022
3763	CASELLE	2022.11	APPLICATION SOFTWARE	10/14/2022	95.10	95.10	10/19/2022
3763	CASELLE	2022.11	APPLICATION SOFTWARE	10/14/2022	95.10	95.10	10/19/2022
3763	CASELLE	2022.11	APPLICATION SOFTWARE	10/14/2022	183.51	183.51	10/19/2022
3763	CASELLE	2022.11	APPLICATION SOFTWARE	10/14/2022	183.51	183.51	10/19/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3763	CASELLE	2022.11	APPLICATION SOFTWARE	10/14/2022	278.62	278.62	10/19/2022
Total CASELLE:					3,506.00	3,506.00	
<b>CENGAGE LEARNING INC</b>							
10001	CENGAGE LEARNING INC	78282151	2 BOOKS	08/10/2022	57.38	57.38	10/19/2022
10001	CENGAGE LEARNING INC	78282372	2 BOOKS	08/10/2022	55.74	55.74	10/19/2022
10001	CENGAGE LEARNING INC	79274528	1 BOOK	09/21/2022	26.23	26.23	10/19/2022
10001	CENGAGE LEARNING INC	79302411	CREDIT	09/23/2022	26.23-	26.23-	10/19/2022
10001	CENGAGE LEARNING INC	79412955	1 BOOK	10/05/2022	28.69	28.69	10/19/2022
Total CENGAGE LEARNING INC:					141.81	141.81	
<b>CHAPPELL'S BODY SHOP, INC.</b>							
294	CHAPPELL'S BODY SHOP, INC.	558	WASH CARD	09/21/2022	20.00	20.00	10/04/2022
Total CHAPPELL'S BODY SHOP, INC.:					20.00	20.00	
<b>CHARTER COMMUNICATIONS</b>							
3440	CHARTER COMMUNICATIONS	019544509182	ELEVATOR PHONE	09/18/2022	49.99	49.99	10/19/2022
Total CHARTER COMMUNICATIONS:					49.99	49.99	
<b>CITY OF LIVINGSTON</b>							
131	CITY OF LIVINGSTON	TK2022-0261	Bond Conversion	09/22/2022	550.00	550.00	10/03/2022
Total CITY OF LIVINGSTON:					550.00	550.00	
<b>CIVICPLUS</b>							
10000	CIVICPLUS	242395	MUNICODE WEB SUBSCRIPTIO	10/01/2022	3,800.00	3,800.00	10/21/2022
10000	CIVICPLUS	243391	ONLINE CODE HOSTING	10/01/2022	1,300.00	1,300.00	10/21/2022
Total CIVICPLUS:					5,100.00	5,100.00	
<b>CLEAN SLATE GROUP</b>							
10004	CLEAN SLATE GROUP	4378	CABINET WRAP	10/07/2022	1,675.00	1,675.00	10/19/2022
10004	CLEAN SLATE GROUP	4378	CABINET WRAP	10/07/2022	3,350.00	3,350.00	10/19/2022
Total CLEAN SLATE GROUP:					5,025.00	5,025.00	
<b>CN LLC</b>							
10004	CN LLC	654	SEPTEMBER MEETING	09/30/2022	50.00	50.00	10/13/2022
Total CN LLC:					50.00	50.00	
<b>COFFMAN'S PEAK ELECTRIC, LLC</b>							
3491	COFFMAN'S PEAK ELECTRIC, L	11712280	THHN10STRBLK	10/12/2022	3,328.50	3,328.50	10/21/2022
Total COFFMAN'S PEAK ELECTRIC, LLC:					3,328.50	3,328.50	
<b>COLJ CONFERENCE REGISTRATION</b>							
2660	COLJ CONFERENCE REGISTRA	2022.10.4	FALL CONFERENCE	10/04/2022	300.00	300.00	10/19/2022
Total COLJ CONFERENCE REGISTRATION:					300.00	300.00	
<b>COLTER SIENKIEWICZ</b>							
10004	COLTER SIENKIEWICZ	2022.10.14	SUMMER SUPPORT	10/14/2022	84.00	84.00	10/21/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total COLTER SIENKIEWICZ:					84.00	84.00	
<b>COMDATA</b>							
2671	COMDATA	20370951	IB986 BZR70	04/01/2022	303.58	303.58	09/29/2022
2671	COMDATA	20372340	IB986 BZR70	06/01/2022	258.78	258.78	09/29/2022
2671	COMDATA	20373682	IB986 BZR70	08/01/2022	150.97	150.97	09/29/2022
2671	COMDATA	20375311	BZR70	10/01/2022	96.59	96.59	10/19/2022
2671	COMDATA	20375314/XW6	CG72T	10/01/2022	3,010.15	3,010.15	10/21/2022
2671	COMDATA	20375314/XW6	CG73P	10/01/2022	1,254.60	1,254.60	10/21/2022
2671	COMDATA	20375315/XW7	CG72S	10/01/2022	2,335.86	2,335.86	10/13/2022
2671	COMDATA	20375316/XW7	CG72P	10/01/2022	470.92	470.92	10/19/2022
2671	COMDATA	20375316/XW7	CG72R	10/01/2022	342.11	342.11	10/19/2022
2671	COMDATA	20375316/XW7	CG73C	10/01/2022	814.58	814.58	10/19/2022
2671	COMDATA	20375316/XW7	CG73H	10/01/2022	132.84	132.84	10/19/2022
2671	COMDATA	20375316/XW7	CG73L	10/01/2022	521.66	521.66	10/19/2022
2671	COMDATA	20375316/XW7	CG73S	10/01/2022	639.42	639.42	10/19/2022
2671	COMDATA	20375316/XW7	CG74G	10/01/2022	277.65	277.65	10/19/2022
Total COMDATA:					10,609.71	10,609.71	
<b>CURTIS</b>							
3720	CURTIS	INV633809	HYDRAULIC TOOL REPAIR	09/21/2022	923.10	923.10	10/21/2022
Total CURTIS:					923.10	923.10	
<b>DAKOTA SUPPLY GROUP</b>							
10004	DAKOTA SUPPLY GROUP	S00031520.00	PARTS	06/01/2022	5,633.96	5,633.96	10/13/2022
10004	DAKOTA SUPPLY GROUP	S101791211.00	COUPLING	06/01/2022	239.46	239.46	10/13/2022
10004	DAKOTA SUPPLY GROUP	S101794287.0	MEGALUG ACC PAKC	10/03/2022	649.08	649.08	10/19/2022
10004	DAKOTA SUPPLY GROUP	S102171713.0	GENERAL PURPOSE BLADE	10/04/2022	525.00	525.00	10/19/2022
10004	DAKOTA SUPPLY GROUP	S102171713.0	GENERAL PURPOSE BLADE	10/04/2022	525.00	525.00	10/19/2022
Total DAKOTA SUPPLY GROUP:					7,572.50	7,572.50	
<b>DANA SAFETY SUPPLY, INC.</b>							
3234	DANA SAFETY SUPPLY, INC.	816272	COMMAND 2 GRILL GUARD	10/17/2022	989.50	989.50	10/21/2022
3234	DANA SAFETY SUPPLY, INC.	816272	COMMAND GRILL GUARD	10/17/2022	989.50	989.50	10/21/2022
Total DANA SAFETY SUPPLY, INC.:					1,979.00	1,979.00	
<b>DELTA SIGNS &amp; GRAPHICS</b>							
509	DELTA SIGNS & GRAPHICS	2749	Signs SACAJAWEA	09/27/2022	90.00	90.00	10/13/2022
Total DELTA SIGNS & GRAPHICS:					90.00	90.00	
<b>DEMCO</b>							
199	DEMCO	7194484	OFFICE SUPPLIES	09/29/2022	176.61	176.61	10/19/2022
Total DEMCO:					176.61	176.61	
<b>DEPARTMENT OF REVENUE</b>							
122	DEPARTMENT OF REVENUE	0906396416	Askin Construction S 6 & 7 St	10/04/2022	2,255.68	2,255.68	10/13/2022
122	DEPARTMENT OF REVENUE	1067418368	Askin Construction Civic Center S	10/04/2022	5,228.03	5,228.03	10/13/2022
122	DEPARTMENT OF REVENUE	1090945792	Askin Construction Civic Center S	10/04/2022	344.87	344.87	10/13/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total DEPARTMENT OF REVENUE:					7,828.58	7,828.58	
<b>DESERT MOUNTAIN, INC.</b>							
3453	DESERT MOUNTAIN, INC.	22-99491	Ice slicer RS	09/26/2022	5,341.84	5,341.84	10/13/2022
Total DESERT MOUNTAIN, INC.:					5,341.84	5,341.84	
<b>EFFERVESCENT CATERING CO</b>							
10004	EFFERVESCENT CATERING CO	2022.10.14	CATERING MEET AND GREET	10/14/2022	3,000.00	3,000.00	10/14/2022
Total EFFERVESCENT CATERING CO:					3,000.00	3,000.00	
<b>EMERALD SERVICES INC.</b>							
3380	EMERALD SERVICES INC.	90068141	Used oil	10/06/2022	383.20	383.20	10/19/2022
Total EMERALD SERVICES INC.:					383.20	383.20	
<b>ENDRESS+HAUSER INC</b>							
10003	ENDRESS+HAUSER INC	6002370486	OXYMAX	09/06/2022	3,074.17	3,074.17	10/13/2022
Total ENDRESS+HAUSER INC:					3,074.17	3,074.17	
<b>ENERGY LABORATORIES, INC.</b>							
424	ENERGY LABORATORIES, INC.	499571	Analysis parameter	09/06/2022	216.00	216.00	10/13/2022
424	ENERGY LABORATORIES, INC.	504031	Analysis parameter	09/22/2022	256.00	256.00	10/04/2022
424	ENERGY LABORATORIES, INC.	508019	Analysis parameter	10/10/2022	186.00	186.00	10/19/2022
Total ENERGY LABORATORIES, INC.:					658.00	658.00	
<b>ENGRAVING AWARDS &amp; GIFTS</b>							
10004	ENGRAVING AWARDS & GIFTS	410177	ESTIMATE 410177	09/14/2022	231.72	231.72	10/04/2022
10004	ENGRAVING AWARDS & GIFTS	410177	ESTIMATE 410177	09/14/2022	231.72	231.72	10/04/2022
Total ENGRAVING AWARDS & GIFTS:					463.44	463.44	
<b>EXEC U CARE SERVICES, INC.</b>							
3298	EXEC U CARE SERVICES, INC.	3222	Janitorial Services	10/03/2022	2,239.67	2,239.67	10/13/2022
Total EXEC U CARE SERVICES, INC.:					2,239.67	2,239.67	
<b>FARSTAD OIL</b>							
3353	FARSTAD OIL	102732	Diesel 600G	09/29/2022	2,526.00	2,526.00	10/13/2022
3353	FARSTAD OIL	102812	Diesel 522G	10/11/2022	2,454.44	2,454.44	10/19/2022
3353	FARSTAD OIL	102902	Diesel 200G	10/13/2022	930.20	930.20	10/21/2022
Total FARSTAD OIL:					5,910.64	5,910.64	
<b>FERGUSON WATERWORKS #1701</b>							
2386	FERGUSON WATERWORKS #17	0810922-1	Meters	09/28/2022	17,200.00	17,200.00	10/19/2022
Total FERGUSON WATERWORKS #1701:					17,200.00	17,200.00	
<b>FISHER SAND AND GRAVEL</b>							
2904	FISHER SAND AND GRAVEL	78318	Con ROCK	09/17/2022	295.58	295.58	10/13/2022
2904	FISHER SAND AND GRAVEL	78876	ROAD MIX	09/24/2022	3,168.79	3,168.79	10/19/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FISHER SAND AND GRAVEL:					3,464.37	3,464.37	
<b>FRONTLINE AG SOLUTIONS, LLC</b>							
2516	FRONTLINE AG SOLUTIONS, LL	565971	WELD ON HOOK	09/30/2022	45.72	45.72	10/21/2022
Total FRONTLINE AG SOLUTIONS, LLC:					45.72	45.72	
<b>GENERAL DISTRIBUTING COMPANY</b>							
1845	GENERAL DISTRIBUTING COM	0001169713	Oxygen	09/30/2022	29.40	29.40	10/21/2022
Total GENERAL DISTRIBUTING COMPANY:					29.40	29.40	
<b>GLOBAL EQUIPMENT COMPANY INC.</b>							
3799	GLOBAL EQUIPMENT COMPAN	119647871	SAC-PLAYGROUND EQUIP	09/27/2022	4,599.80	4,599.80	10/13/2022
3799	GLOBAL EQUIPMENT COMPAN	119648929	GREEN ACRES DRINK FOUNTAI	09/28/2022	4,999.89	4,999.89	10/13/2022
Total GLOBAL EQUIPMENT COMPANY INC.:					9,599.69	9,599.69	
<b>GMP CONSULTANTS LLC</b>							
10004	GMP CONSULTANTS LLC	22-080	CITY MANAGER SEARCH	10/07/2022	6,000.00	6,000.00	10/13/2022
Total GMP CONSULTANTS LLC:					6,000.00	6,000.00	
<b>GPD PC</b>							
10003	GPD PC	2022.0256	CLINIC LIFT STATION GENERAT	09/30/2022	210.00	210.00	10/19/2022
Total GPD PC:					210.00	210.00	
<b>GRAYBEAL'S ALL SERVICE</b>							
98	GRAYBEAL'S ALL SERVICE	12489	CHANGE THERMOSTAT	10/07/2022	89.00	89.00	10/21/2022
Total GRAYBEAL'S ALL SERVICE:					89.00	89.00	
<b>GUNDERSON, JASON</b>							
3729	GUNDERSON, JASON	17954	VINYL DECALS	10/04/2022	65.00	65.00	10/19/2022
3729	GUNDERSON, JASON	2022.9.22	REIMBURSE-TRAINING	09/22/2022	122.97	122.97	10/04/2022
Total GUNDERSON, JASON:					187.97	187.97	
<b>HAWKINS, INC</b>							
470	HAWKINS, INC	6289330	poly tote	09/15/2022	50.00	50.00	10/13/2022
Total HAWKINS, INC:					50.00	50.00	
<b>HIGH COUNTRY WILDLIFE CONTROL</b>							
10002	HIGH COUNTRY WILDLIFE CON	5697	PEST CONTROL	09/27/2022	210.00	210.00	10/19/2022
Total HIGH COUNTRY WILDLIFE CONTROL:					210.00	210.00	
<b>HORIZON AUTO PARTS</b>							
1920	HORIZON AUTO PARTS	950541	TUBING	09/23/2022	57.15	57.15	10/13/2022
1920	HORIZON AUTO PARTS	950541	MOTOR TUNEUP	09/23/2022	16.93	16.93	10/13/2022
1920	HORIZON AUTO PARTS	950628	GASKET MATERIAL	09/26/2022	20.89	20.89	10/04/2022
1920	HORIZON AUTO PARTS	951802	SPARK PULG WIRE KIT	10/10/2022	64.59	64.59	10/21/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total HORIZON AUTO PARTS:					159.56	159.56	
<b>IBS INC</b>							
10004	IBS INC	798167-1	NITRO CARB	10/07/2022	146.75	146.75	10/19/2022
10004	IBS INC	798168-1	COIL AND FILTER CLEANER	10/07/2022	527.71	527.71	10/19/2022
Total IBS INC:					674.46	674.46	
<b>INDUSTRIAL TOWEL</b>							
102	INDUSTRIAL TOWEL	06851-00	Towel Service	09/08/2022	20.26	20.26	10/19/2022
102	INDUSTRIAL TOWEL	07901-00	Towel Service	09/22/2022	39.64	39.64	10/19/2022
102	INDUSTRIAL TOWEL	08152	330 bennett	10/04/2022	11.66	11.66	10/19/2022
102	INDUSTRIAL TOWEL	08152	330 bennett	10/04/2022	11.66	11.66	10/19/2022
102	INDUSTRIAL TOWEL	08152	330 bennett	10/04/2022	11.66	11.66	10/19/2022
102	INDUSTRIAL TOWEL	08152	330 bennett	10/04/2022	11.66	11.66	10/19/2022
102	INDUSTRIAL TOWEL	08971	330 bennett	10/18/2022	11.66	11.66	10/21/2022
102	INDUSTRIAL TOWEL	08971	330 bennett	10/18/2022	11.66	11.66	10/21/2022
102	INDUSTRIAL TOWEL	08971	330 bennett	10/18/2022	11.66	11.66	10/21/2022
102	INDUSTRIAL TOWEL	08971	330 bennett	10/18/2022	11.66	11.66	10/21/2022
102	INDUSTRIAL TOWEL	686800	Civic Center Mats	09/08/2022	129.35	129.35	10/13/2022
102	INDUSTRIAL TOWEL	8411	Towel Service	10/06/2022	28.45	28.45	10/19/2022
Total INDUSTRIAL TOWEL:					310.98	310.98	
<b>INSTRUMENT &amp; SUPPLY WEST, INC</b>							
10000	INSTRUMENT & SUPPLY WEST,	00050099-IN	COMPRESSION SPRING	10/11/2022	218.36	218.36	10/21/2022
Total INSTRUMENT & SUPPLY WEST, INC:					218.36	218.36	
<b>INSTY-PRINTS</b>							
250	INSTY-PRINTS	13587	ENVELOPE W RETURN ADDRE	09/16/2022	206.28	206.28	10/19/2022
Total INSTY-PRINTS:					206.28	206.28	
<b>J &amp; H OFFICE EQUIPMENT</b>							
1783	J & H OFFICE EQUIPMENT	32505251	AGREEMENT 015-1486424	09/26/2022	270.73	270.73	10/04/2022
Total J & H OFFICE EQUIPMENT:					270.73	270.73	
<b>J TAYLOR</b>							
10004	J TAYLOR	2022.10.6	REIMB CDL	10/06/2022	141.00	141.00	10/13/2022
Total J TAYLOR:					141.00	141.00	
<b>KAMINSKY, SULLENBERGER &amp; ASSOCIATES INC</b>							
10004	KAMINSKY, SULLENBERGER &	203-03-06	5 DAY FIELD TRAINING	09/16/2022	400.00	400.00	10/21/2022
Total KAMINSKY, SULLENBERGER & ASSOCIATES INC:					400.00	400.00	
<b>KELLEY CONNECT</b>							
10001	KELLEY CONNECT	32541420	112-1689019-000	09/30/2022	283.33	283.33	10/19/2022
10001	KELLEY CONNECT	IN1147080	JH13332	10/03/2022	18.78	18.78	10/19/2022
10001	KELLEY CONNECT	IN1147080	JH13332	10/03/2022	18.78	18.78	10/19/2022
10001	KELLEY CONNECT	IN1147080	JH13332	10/03/2022	18.78	18.78	10/19/2022
10001	KELLEY CONNECT	IN1147080	JH13332	10/03/2022	18.78	18.78	10/19/2022
10001	KELLEY CONNECT	IN1147357	JH206501	10/03/2022	5.82	5.82	10/21/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10001	KELLEY CONNECT	IN1147363	JH120232-02	10/03/2022	117.35	117.35	10/19/2022
Total KELLEY CONNECT:					481.62	481.62	
<b>KEN'S EQUIPMENT REPAIR, INC</b>							
1390	KEN'S EQUIPMENT REPAIR, IN	1362	IMPOUND	10/06/2022	150.00	150.00	10/21/2022
1390	KEN'S EQUIPMENT REPAIR, IN	1365	IMPOUND	10/16/2022	150.00	150.00	10/21/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58733	ROLL OFF	09/08/2022	6,435.15	6,435.15	10/19/2022
1390	KEN'S EQUIPMENT REPAIR, IN	59357	PETE DUMP	09/01/2022	233.20	233.20	10/19/2022
1390	KEN'S EQUIPMENT REPAIR, IN	59392	G2	09/06/2022	90.00	90.00	10/19/2022
1390	KEN'S EQUIPMENT REPAIR, IN	59478	GRADER	09/20/2022	204.50	204.50	10/19/2022
1390	KEN'S EQUIPMENT REPAIR, IN	59496	RollOFF	09/22/2022	2,532.31	2,532.31	10/19/2022
Total KEN'S EQUIPMENT REPAIR, INC:					9,795.16	9,795.16	
<b>KENYON NOBLE</b>							
776	KENYON NOBLE	468969	STAKES	09/08/2022	29.99	29.99	10/04/2022
776	KENYON NOBLE	478972	STRIKE ANCHOR	09/13/2022	58.99	58.99	10/04/2022
776	KENYON NOBLE	493182	VIS ORANGE	09/20/2022	427.99	427.99	10/04/2022
776	KENYON NOBLE	493210	FASTENERS	09/20/2022	415.80-	415.80-	10/04/2022
776	KENYON NOBLE	493254	SPLICE BRACKET	09/20/2022	49.96	49.96	10/04/2022
776	KENYON NOBLE	495750	cONC	09/21/2022	7.79	7.79	10/04/2022
776	KENYON NOBLE	498329	5LB DISC	09/22/2022	68.36	68.36	10/04/2022
776	KENYON NOBLE	498339	poly tube	09/22/2022	2.36	2.36	10/04/2022
776	KENYON NOBLE	500580	REDWOOD	09/23/2022	22.98	22.98	10/04/2022
Total KENYON NOBLE:					252.62	252.62	
<b>LEHRKIND'S COCA-COLA</b>							
2830	LEHRKIND'S COCA-COLA	1980971	Water	09/22/2022	36.40	36.40	10/13/2022
2830	LEHRKIND'S COCA-COLA	1985760	Water	10/06/2022	65.30	65.30	10/21/2022
Total LEHRKIND'S COCA-COLA:					101.70	101.70	
<b>LIVINGSTON ENTERPRISE</b>							
146	LIVINGSTON ENTERPRISE	118049	FIREWOOD PROPOSALS	08/26/2022	132.00	132.00	10/04/2022
146	LIVINGSTON ENTERPRISE	118246	TREE BOARD MEETING	09/13/2022	26.00	26.00	10/04/2022
146	LIVINGSTON ENTERPRISE	118292	CONSERVATION BOARD	09/15/2022	72.00	72.00	10/04/2022
146	LIVINGSTON ENTERPRISE	118293	arpa meeting	09/19/2022	32.50	32.50	10/04/2022
146	LIVINGSTON ENTERPRISE	118305	COmmission meeting	09/16/2022	39.00	39.00	10/04/2022
146	LIVINGSTON ENTERPRISE	118306	URBAN RENEWAL MEETING	09/16/2022	26.00	26.00	10/04/2022
146	LIVINGSTON ENTERPRISE	118307	PLANNING BOARD MEETING	09/16/2022	29.25	29.25	10/04/2022
146	LIVINGSTON ENTERPRISE	118308	GUIDING PRINCIPLES	09/16/2022	29.25	29.25	10/04/2022
146	LIVINGSTON ENTERPRISE	118309	COmmission meeting	09/16/2022	45.50	45.50	10/04/2022
146	LIVINGSTON ENTERPRISE	118329	arpa meeting	09/21/2022	19.50	19.50	10/04/2022
146	LIVINGSTON ENTERPRISE	118436	arpa meeting	09/22/2022	32.50	32.50	10/04/2022
146	LIVINGSTON ENTERPRISE	118460	COmmission meeting	09/23/2022	32.50	32.50	10/04/2022
146	LIVINGSTON ENTERPRISE	118461	PARKS AND TRAILS MEETING	09/23/2022	19.50	19.50	10/04/2022
146	LIVINGSTON ENTERPRISE	118462	ZONING MEETING	09/23/2022	52.00	52.00	10/04/2022
146	LIVINGSTON ENTERPRISE	1300	1 YEAR SUBSCRIPT LIBRARY	10/03/2022	129.00	129.00	10/19/2022
Total LIVINGSTON ENTERPRISE:					716.50	716.50	
<b>LIVINGSTON HEALTH CARE</b>							
55	LIVINGSTON HEALTH CARE	0017373	PT SUPPLIES	10/14/2022	27.74	27.74	10/21/2022
55	LIVINGSTON HEALTH CARE	17371	PT SUPPLIES	09/23/2022	14.31	14.31	10/13/2022
55	LIVINGSTON HEALTH CARE	200199686	770331363	09/23/2022	31.50	31.50	10/13/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
55	LIVINGSTON HEALTH CARE	200199687	770333160	09/23/2022	31.50	31.50	10/13/2022
55	LIVINGSTON HEALTH CARE	200199688	770344960	09/23/2022	31.50	31.50	10/13/2022
55	LIVINGSTON HEALTH CARE	200199689	770348460	09/23/2022	31.50	31.50	10/13/2022
55	LIVINGSTON HEALTH CARE	200199690	770348754	09/23/2022	31.50	31.50	10/13/2022
55	LIVINGSTON HEALTH CARE	4682822	PT SUPPLIES	09/23/2022	15.36	15.36	10/13/2022
Total LIVINGSTON HEALTH CARE:					214.91	214.91	
<b>LIVINGSTON UTILITY BILLING</b>							
147	LIVINGSTON UTILITY BILLING	2022.10.7	1012100	10/07/2022	459.51	459.51	10/19/2022
Total LIVINGSTON UTILITY BILLING:					459.51	459.51	
<b>MISC</b>							
99999	MISC	2022.10.13	ReSTITUTION TK20221-0352	10/13/2022	10.00	10.00	10/21/2022
99999	MISC	2022.10.14	ReSTITUTION CR2019-009	10/14/2022	20.00	20.00	10/21/2022
99999	MISC	2022.10.5	ReSTITUTION CR2018-005	10/05/2022	20.00	20.00	10/19/2022
99999	MISC	2022.9.28	ReSTITUTION TK2021-0133	09/28/2022	80.00	80.00	10/13/2022
99999	MISC	46479129	ReFUND	10/18/2022	100.00	100.00	10/21/2022
99999	MISC	TK2022-0261	Bond Release	09/22/2022	405.00	405.00	10/03/2022
Total MISC:					635.00	635.00	
<b>MONTANA AIR CARTAGE</b>							
3808	MONTANA AIR CARTAGE	LVQ93022	Courier CONTRACT	10/01/2022	260.70	260.70	10/19/2022
Total MONTANA AIR CARTAGE:					260.70	260.70	
<b>MONTANA DEPT OF LABOR &amp; INDUSTRY</b>							
983	MONTANA DEPT OF LABOR & I	2010BOILMTN	14690 POOL	09/15/2022	36.00	36.00	10/13/2022
Total MONTANA DEPT OF LABOR & INDUSTRY:					36.00	36.00	
<b>MONTANA MUNICIPAL INTERLOCAL AUTHORITY</b>							
10002	MONTANA MUNICIPAL INTERLO	DR1005322	EV2022008613	09/30/2022	787.50	787.50	10/13/2022
Total MONTANA MUNICIPAL INTERLOCAL AUTHORITY:					787.50	787.50	
<b>MONTANA RAIL LINK</b>							
112	MONTANA RAIL LINK	465059	Agreement 600077	10/03/2022	468.00	468.00	10/19/2022
Total MONTANA RAIL LINK:					468.00	468.00	
<b>MONTANA STATE FIRE CHIEFS ASSOC</b>							
1334	MONTANA STATE FIRE CHIEFS	00792	Lindroth - 2022 Fire Service Conv	08/28/2022	240.00	240.00	09/29/2022
Total MONTANA STATE FIRE CHIEFS ASSOC:					240.00	240.00	
<b>MOUNTAIN STATES LIGHTING</b>							
10004	MOUNTAIN STATES LIGHTING	12121	2ND ST LIGHT POLES	09/21/2022	27,564.00	27,564.00	10/04/2022
Total MOUNTAIN STATES LIGHTING:					27,564.00	27,564.00	
<b>MT DEQ FINANCIAL SERVICES OFFICE</b>							
10002	MT DEQ FINANCIAL SERVICES	512302806	COMMUNITY CONNECTION FE	09/26/2022	7,904.00	7,904.00	10/19/2022



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MT DEQ FINANCIAL SERVICES OFFICE:					7,904.00	7,904.00	
<b>MUNICIPAL EMERGENCY SERVICES</b>							
2604	MUNICIPAL EMERGENCY SERV	IN1709169	GLOVES	05/05/2022	99.45	99.45	10/21/2022
2604	MUNICIPAL EMERGENCY SERV	IN1768268	TURN OUTS	09/23/2022	147.75	147.75	10/21/2022
2604	MUNICIPAL EMERGENCY SERV	IN1768270	MICRO BLAZE OUT	09/23/2022	1,945.00	1,945.00	10/21/2022
2604	MUNICIPAL EMERGENCY SERV	IN1769603	TURN OUTS	09/27/2022	856.26	856.26	10/21/2022
2604	MUNICIPAL EMERGENCY SERV	IN1770541	TURN OUTS	09/28/2022	465.96	465.96	10/21/2022
Total MUNICIPAL EMERGENCY SERVICES:					3,514.42	3,514.42	
<b>MURDOCH'S RANCH &amp; HOME SUPPLY</b>							
3688	MURDOCH'S RANCH & HOME S	2022.9.21	CREDIT	09/21/2022	8.02-	8.02-	10/04/2022
3688	MURDOCH'S RANCH & HOME S	K0072237	TOOLS	09/21/2022	105.13	105.13	10/04/2022
Total MURDOCH'S RANCH & HOME SUPPLY:					97.11	97.11	
<b>NORMONT EQUIPMENT</b>							
12	NORMONT EQUIPMENT	28445	SIGNS	10/06/2022	991.84	991.84	10/19/2022
Total NORMONT EQUIPMENT:					991.84	991.84	
<b>NORTH CENTRAL LABORATORIES</b>							
33	NORTH CENTRAL LABORATORI	476999	M-TEC AGAR PLATES	09/27/2022	157.35	157.35	10/21/2022
Total NORTH CENTRAL LABORATORIES:					157.35	157.35	
<b>NORTHWEST PIPE FITTINGS, INC</b>							
423	NORTHWEST PIPE FITTINGS, I	5791829	COMPRESSION COUPLING	10/11/2022	109.88	109.88	10/21/2022
423	NORTHWEST PIPE FITTINGS, I	5803206	RESTRAINT COUPLING	09/20/2022	928.58	928.58	10/13/2022
423	NORTHWEST PIPE FITTINGS, I	5814071	SCREW EXTENSION IMPORT	10/05/2022	315.00	315.00	10/21/2022
Total NORTHWEST PIPE FITTINGS, INC:					1,353.46	1,353.46	
<b>NORTHWESTERN ENERGY</b>							
151	NORTHWESTERN ENERGY	0708370-2 202	8th & Park Sprinklers	09/15/2022	6.49	6.49	10/13/2022
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	09/15/2022	108.27	108.27	10/13/2022
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	09/15/2022	108.27	108.27	10/13/2022
151	NORTHWESTERN ENERGY	0709794-2 202	WRF 316 Bennett	09/08/2022	439.53	439.53	10/13/2022
151	NORTHWESTERN ENERGY	0709869-2 202	Carol Lane	09/15/2022	114.60	114.60	10/13/2022
151	NORTHWESTERN ENERGY	0709874-2 202	Werner Addition Pump	09/10/1900	575.06	575.06	10/13/2022
151	NORTHWESTERN ENERGY	0709875-9 202	900 River Drive Pump	09/09/2022	3,532.00	3,532.00	10/13/2022
151	NORTHWESTERN ENERGY	0709876-7 202	132 South B Street - B St Well	09/12/2022	1,977.99	1,977.99	10/13/2022
151	NORTHWESTERN ENERGY	0709877-5 202	200 E Reservoir (north side hill)	09/08/2022	1,186.70	1,186.70	10/13/2022
151	NORTHWESTERN ENERGY	0709878-3 202	227 River Drive - Concessions sta	09/12/2022	80.32	80.32	10/13/2022
151	NORTHWESTERN ENERGY	0709879-1 202	227 River Drive - Softball Field	09/12/2022	23.98	23.98	10/13/2022
151	NORTHWESTERN ENERGY	0709880-9 202	200 River Drive - Pool	09/12/2022	2,579.47	2,579.47	10/13/2022
151	NORTHWESTERN ENERGY	0709881-7 202	229 River Drive - Civic Center	09/12/2022	592.36	592.36	10/13/2022
151	NORTHWESTERN ENERGY	0709882-5 202	229 River Drive - Pump Civic Cent	09/15/2022	.00	.00	
151	NORTHWESTERN ENERGY	0709894-0 202	56 Water Tower	09/08/2022	285.56	285.56	10/13/2022
151	NORTHWESTERN ENERGY	0709914-6 202	1011 River Dr - Edge Water Sewe	09/09/2022	19.14	19.14	10/13/2022
151	NORTHWESTERN ENERGY	0719058-0 202	3 Rogers Lane Lift Station	09/09/2022	70.30	70.30	10/13/2022
151	NORTHWESTERN ENERGY	0719271-9 202	601 Robin Lane - Well	09/09/2022	1,947.84	1,947.84	10/13/2022
151	NORTHWESTERN ENERGY	0719272-7 202	4 Billman Lane - Well	09/09/2022	2,265.15	2,265.15	10/13/2022
151	NORTHWESTERN ENERGY	0719358-4 202	Street Lights - Livingston	09/15/2022	2,534.24	2,534.24	10/13/2022
151	NORTHWESTERN ENERGY	0719373-3 202	229 River Drive	09/15/2022	21.13	21.13	10/13/2022

Report dates: 9/28/2022-10/25/2022

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	09/08/2022	162.66	162.66	10/13/2022
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	09/08/2022	162.66	162.66	10/13/2022
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	09/08/2022	162.67	162.67	10/13/2022
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	09/08/2022	162.67	162.67	10/13/2022
151	NORTHWESTERN ENERGY	0720113-0 202	229 River Drive - CC Building	09/12/2022	61.67	61.67	10/13/2022
151	NORTHWESTERN ENERGY	0720122-1 202	400 North M	09/15/2022	10.07	10.07	10/13/2022
151	NORTHWESTERN ENERGY	0802599-1 202	608 W Chinook	09/15/2022	33.81	33.81	10/13/2022
151	NORTHWESTERN ENERGY	0933715-5 202	710 W Callender	09/15/2022	11.86	11.86	10/13/2022
151	NORTHWESTERN ENERGY	1134866-1 202	N 2nd & Montana & Chinook	09/15/2022	44.19	44.19	10/13/2022
151	NORTHWESTERN ENERGY	1134879-4 202	N 7th & Montana & Chinook	09/15/2022	18.91	18.91	10/13/2022
151	NORTHWESTERN ENERGY	1155965-5 202	229 River Drive	09/15/2022	16.01	16.01	10/13/2022
151	NORTHWESTERN ENERGY	1290352-2 202	School Flasher Park & 13th	09/15/2022	8.64	8.64	10/13/2022
151	NORTHWESTERN ENERGY	1441030-2 202	D & Geyser Well House	09/12/2022	1,652.23	1,652.23	10/13/2022
151	NORTHWESTERN ENERGY	1452951-5 202	Starlow on Monroe	09/09/2022	127.81	127.81	10/13/2022
151	NORTHWESTERN ENERGY	1493850-0 202	412 W Callender	09/15/2022	48.03	48.03	10/13/2022
151	NORTHWESTERN ENERGY	1498936-2 202	I90 & 89S-ing	09/15/2022	6.00	6.00	10/13/2022
151	NORTHWESTERN ENERGY	1594141-2 202	9th & 10th Lift Station	09/09/2022	33.10	33.10	10/13/2022
151	NORTHWESTERN ENERGY	1613803-4 202	M & N on Callender	09/15/2022	42.48	42.48	10/13/2022
151	NORTHWESTERN ENERGY	1728687-3 202	Transfer Station 408 Bennett Stre	09/08/2022	297.31	297.31	10/13/2022
151	NORTHWESTERN ENERGY	1747570-8 202	D & E on Callender	09/15/2022	31.33	31.33	10/13/2022
151	NORTHWESTERN ENERGY	1747572-4 202	F & G on Callender	09/15/2022	21.88	21.88	10/13/2022
151	NORTHWESTERN ENERGY	1893530-4 202	600 W Park	09/15/2022	55.22	55.22	10/13/2022
151	NORTHWESTERN ENERGY	1893536-1 202	E Street & Alley	09/15/2022	20.37	20.37	10/13/2022
151	NORTHWESTERN ENERGY	1893541-1 202	18 W Park	09/15/2022	147.24	147.24	10/13/2022
151	NORTHWESTERN ENERGY	1906055-7 202	815 North 13th - Soccer Fields	09/15/2022	2.48	2.48	10/13/2022
151	NORTHWESTERN ENERGY	2023479-5 202	900 W Geyser Street School Light	09/15/2022	6.37	6.37	10/13/2022
151	NORTHWESTERN ENERGY	2023484-5 202	1100 W Geyser Street School Lig	09/15/2022	6.37	6.37	10/13/2022
151	NORTHWESTERN ENERGY	2114861-4 202	132 South B Street Lights	09/15/2022	117.21	117.21	10/13/2022
151	NORTHWESTERN ENERGY	2171060-3 202	Scale House 408 Bennett Street	09/15/2022	37.52	37.52	10/13/2022
151	NORTHWESTERN ENERGY	3093003-6 202	114 West Summit	09/15/2022	20.73	20.73	10/13/2022
151	NORTHWESTERN ENERGY	3093023-4 202	320 North Main	09/15/2022	3.32	3.32	10/13/2022
151	NORTHWESTERN ENERGY	3267010-1 202	330 Bennett - Compactor	09/08/2022	126.65	126.65	10/13/2022
151	NORTHWESTERN ENERGY	3287727-6 202	320 Alpenglow LN-	09/08/2022	171.09	171.09	10/13/2022
151	NORTHWESTERN ENERGY	3506014-4 202	Brookstone/Elm	09/15/2022	4.77	4.77	10/13/2022
151	NORTHWESTERN ENERGY	3566038-0 202	114 East Callender	09/15/2022	17.01	17.01	10/13/2022
151	NORTHWESTERN ENERGY	3566039-8 202	115 East Lewis	09/15/2022	13.76	13.76	10/13/2022
151	NORTHWESTERN ENERGY	3585235-9 202	New WRF 316 Bennett	09/09/2022	12,943.49	12,943.49	10/13/2022
151	NORTHWESTERN ENERGY	3678204-3 202	502 River Dr. Pmp	09/12/2022	537.73	537.73	10/13/2022
151	NORTHWESTERN ENERGY	3753023-5 202	410 Bennett Transfer St Shop	09/08/2022	177.79	177.79	10/13/2022
151	NORTHWESTERN ENERGY	3787060-7 202	Green Acres Lights	09/15/2022	66.81	66.81	10/13/2022
151	NORTHWESTERN ENERGY	3867654-0 202	2222 Willow Dr. Lt A	09/15/2022	1.77	1.77	10/13/2022
151	NORTHWESTERN ENERGY	3913678-3 202	Green Acres Park -	09/08/2022	316.72	316.72	10/13/2022
Total NORTHWESTERN ENERGY:					36,378.81	36,378.81	
<b>O'REILLY AUTOMOTIVE, INC</b>							
2437	O'REILLY AUTOMOTIVE, INC	1558-290314	RADIATOR HOSE	09/27/2022	81.49	81.49	10/13/2022
2437	O'REILLY AUTOMOTIVE, INC	1558-290322	HOSE	09/27/2022	30.07-	30.07-	10/13/2022
Total O'REILLY AUTOMOTIVE, INC:					51.42	51.42	
<b>OVERDRIVE</b>							
3531	OVERDRIVE	CD015262220	DEPOSIT	06/23/2022	3,694.83	3,694.83	10/13/2022
Total OVERDRIVE:					3,694.83	3,694.83	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>PARK COUNTY</b>							
272	PARK COUNTY	166824.1	LIBRARY share internet	10/01/2022	410.69	410.69	10/19/2022
Total PARK COUNTY:					410.69	410.69	
<b>PARK YOUR PAWS</b>							
10004	PARK YOUR PAWS	000408	BOARDING FEES	10/10/2022	1,100.00	1,100.00	10/19/2022
Total PARK YOUR PAWS:					1,100.00	1,100.00	
<b>PIERCE, JOSH</b>							
2861	PIERCE, JOSH	2022.10.11	Reimb SANDING PAD	10/11/2022	43.00	43.00	10/21/2022
Total PIERCE, JOSH:					43.00	43.00	
<b>POWERPLAN</b>							
1868	POWERPLAN	R0745316	RENTAL	10/12/2022	3,510.00	3,510.00	10/19/2022
Total POWERPLAN:					3,510.00	3,510.00	
<b>PROFESSIONAL SALES &amp; SERVICE LC</b>							
10001	PROFESSIONAL SALES & SERV	3892581	POWER CORD FOR COT	09/19/2022	22.07	22.07	10/13/2022
Total PROFESSIONAL SALES & SERVICE LC:					22.07	22.07	
<b>PURKETT, KALSEY</b>							
3784	PURKETT, KALSEY	2022.10.4	REIMB TRAVEL	10/04/2022	141.57	141.57	10/19/2022
3784	PURKETT, KALSEY	2022.10.4	REIMB TRAVEL	10/04/2022	104.06	104.06	10/19/2022
3784	PURKETT, KALSEY	2022.10.4	REIMB TRAVEL	10/04/2022	104.06	104.06	10/19/2022
3784	PURKETT, KALSEY	2022.10.4	REIMB TRAVEL	10/04/2022	104.06	104.06	10/19/2022
Total PURKETT, KALSEY:					453.75	453.75	
<b>QUILL CORPORATION</b>							
694	QUILL CORPORATION	27589619	PAPER	09/08/2022	68.98	68.98	10/19/2022
Total QUILL CORPORATION:					68.98	68.98	
<b>RDO EQUIPMENT</b>							
3592	RDO EQUIPMENT	E0226616	410 BACKHOE LOADER	09/30/2022	133,208.00	133,208.00	10/19/2022
Total RDO EQUIPMENT:					133,208.00	133,208.00	
<b>REDSTONE LEASING</b>							
3842	REDSTONE LEASING	2022.11	Lease 49 OF 60	10/01/2022	203.07	203.07	10/13/2022
Total REDSTONE LEASING:					203.07	203.07	
<b>REPUBLIC SERVICES #670</b>							
10000	REPUBLIC SERVICES #670	0670-0003639	DISPOSAL/RECYCLING	09/30/2022	58,572.29	58,572.29	10/19/2022
Total REPUBLIC SERVICES #670:					58,572.29	58,572.29	
<b>RON LINDROTH</b>							
10004	RON LINDROTH	2022.10.7	REIMB. FIRE CONVENTION	10/07/2022	209.36	209.36	10/19/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total RON LINDROTH:					209.36	209.36	
<b>SAFETRAC</b>							
3143	SAFETRAC	37145	CDL Services	10/01/2022	224.00	224.00	10/13/2022
Total SAFETRAC:					224.00	224.00	
<b>SAMANTHA LEMBCKE</b>							
10004	SAMANTHA LEMBCKE	2022.10.4	REIMB TRAVEL	10/04/2022	12.50	12.50	10/19/2022
10004	SAMANTHA LEMBCKE	2022.10.4	REIMB TRAVEL	10/04/2022	12.50	12.50	10/19/2022
10004	SAMANTHA LEMBCKE	2022.10.4	REIMB TRAVEL	10/04/2022	12.50	12.50	10/19/2022
Total SAMANTHA LEMBCKE:					37.50	37.50	
<b>SCENIC CITY TRUCKING</b>							
10004	SCENIC CITY TRUCKING	51539	SKATEPARK LANDSCAPING	09/30/2022	2,594.75	2,594.75	10/19/2022
Total SCENIC CITY TRUCKING:					2,594.75	2,594.75	
<b>SCHAEFFER MFG CO.</b>							
1730	SCHAEFFER MFG CO.	AEQ2869-INV1	Oil	09/27/2022	6,373.25	6,373.25	10/19/2022
Total SCHAEFFER MFG CO.:					6,373.25	6,373.25	
<b>SETCO</b>							
2889	SETCO	S-30367	SINGLE SLOT BLADE	09/20/2022	1,625.87	1,625.87	10/19/2022
Total SETCO:					1,625.87	1,625.87	
<b>SIGNIFY NORTH AMERICA CORPORATION</b>							
10000	SIGNIFY NORTH AMERICA COR	8915376245	STREET LIGHT MAINTENANCE	08/12/2022	46,600.00	46,600.00	10/19/2022
Total SIGNIFY NORTH AMERICA CORPORATION:					46,600.00	46,600.00	
<b>SLEEPING GIANT ANIMAL CLINIC</b>							
3645	SLEEPING GIANT ANIMAL CLINI	48475	BRIGGS	09/06/2022	583.22	583.22	10/19/2022
3645	SLEEPING GIANT ANIMAL CLINI	49218	Kent Kittens	10/01/2022	200.06	200.06	10/19/2022
Total SLEEPING GIANT ANIMAL CLINIC:					783.28	783.28	
<b>SPARK LASER CREATIONS</b>							
3361	SPARK LASER CREATIONS	1616	Name Plates	09/30/2022	24.00	24.00	10/21/2022
Total SPARK LASER CREATIONS:					24.00	24.00	
<b>SYSCO MONTANA, INC</b>							
3713	SYSCO MONTANA, INC	443002270	Coffee	09/15/2022	390.80	390.80	10/13/2022
Total SYSCO MONTANA, INC:					390.80	390.80	
<b>TAYLOR CAHILL</b>							
10004	TAYLOR CAHILL	10/1/2022	REIMB-UNIFORMS	10/01/2022	53.00	53.00	10/21/2022
Total TAYLOR CAHILL:					53.00	53.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>TD&amp;H ENGINEERING, INC</b>							
3390	TD&H ENGINEERING, INC	31125	ON CALL CIVIL SERVICES-WAT	09/21/2022	656.63	656.63	10/04/2022
3390	TD&H ENGINEERING, INC	31125	ON CALL CIVIL SERVICES-SEW	09/21/2022	656.62	656.62	10/04/2022
3390	TD&H ENGINEERING, INC	31125	NORTHTOWN SUBDIVISION WA	09/21/2022	868.00	868.00	10/04/2022
3390	TD&H ENGINEERING, INC	31125	6TH & 7TH STREET WATER RE	09/21/2022	8,173.45	8,173.45	10/04/2022
3390	TD&H ENGINEERING, INC	31125	GALLATIN STREET SLIDE	09/21/2022	87.50	87.50	10/04/2022
3390	TD&H ENGINEERING, INC	31126	LIVINGSTON CIVIC CENTER SE	09/21/2022	19,961.12	19,961.12	10/04/2022
3390	TD&H ENGINEERING, INC	31127	REGIONAL SEWER EXT	09/21/2022	9,353.94	9,353.94	10/04/2022
Total TD&H ENGINEERING, INC:					39,757.26	39,757.26	
<b>THOMSON REUTERS - WEST</b>							
2823	THOMSON REUTERS - WEST	847124116	Subscription	10/01/2022	315.76	315.76	10/19/2022
Total THOMSON REUTERS - WEST:					315.76	315.76	
<b>TOWN &amp; COUNTRY FOODS - LIVINGSTON</b>							
2595	TOWN & COUNTRY FOODS - LI	10/10/2022	Water	10/10/2022	3.98	3.98	10/21/2022
2595	TOWN & COUNTRY FOODS - LI	211	FF2 TRAINING	10/13/2022	35.99	35.99	10/21/2022
2595	TOWN & COUNTRY FOODS - LI	99	Station supplies	10/05/2022	29.72	29.72	10/21/2022
Total TOWN & COUNTRY FOODS - LIVINGSTON:					69.69	69.69	
<b>TRANSUNION RISK &amp; ALTERNATIVE</b>							
3376	TRANSUNION RISK & ALTERNA	380349-20220	investigative resear	10/01/2022	75.00	75.00	10/19/2022
Total TRANSUNION RISK & ALTERNATIVE:					75.00	75.00	
<b>TREE INCARNATION ARBOR CARE</b>							
10004	TREE INCARNATION ARBOR CA	2022.10	tree inventory	10/01/2022	13,207.50	13,207.50	10/13/2022
10004	TREE INCARNATION ARBOR CA	2022.9.28	TREE MAINT	09/28/2022	3,000.00	3,000.00	10/04/2022
Total TREE INCARNATION ARBOR CARE:					16,207.50	16,207.50	
<b>ULINE</b>							
3564	ULINE	153516306	Station Supplies	09/06/2022	111.50	111.50	10/13/2022
3564	ULINE	153516306	Station Supplies	09/06/2022	100.00	100.00	10/13/2022
Total ULINE:					211.50	211.50	
<b>UPS STORE #2420, THE</b>							
292	UPS STORE #2420, THE	2022.9.30	ShipPING	09/30/2022	11.27	11.27	10/13/2022
Total UPS STORE #2420, THE:					11.27	11.27	
<b>UTILITIES UNDERGROUND LOCATION</b>							
3472	UTILITIES UNDERGROUND LO	2095092	Excavation Notifica	09/30/2022	51.28	51.28	10/19/2022
3472	UTILITIES UNDERGROUND LO	2095092	Excavation Notifica	09/30/2022	51.29	51.29	10/19/2022
3472	UTILITIES UNDERGROUND LO	2095092	Excavation Notifica	09/30/2022	51.29	51.29	10/19/2022
Total UTILITIES UNDERGROUND LOCATION:					153.86	153.86	
<b>VERIZON WIRELESS</b>							
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	62.63	62.63	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	47.87	47.87	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	19.61	19.61	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	19.61	19.61	10/19/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	19.61	19.61	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	19.61	19.61	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	62.63	62.63	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	43.75	43.75	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	19.61	19.61	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	43.75	43.75	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	43.75	43.75	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	19.61	19.61	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	43.75	43.75	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	16.63	16.63	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	16.63	16.63	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	43.75	43.75	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	43.75	43.75	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	19.61	19.61	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	13.87	13.87	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	12.17	12.17	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	47.87	47.87	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	43.75	43.75	10/19/2022
879	VERIZON WIRELESS	9917694335	OCT 2022 CELLPHONES	10/08/2022	43.75	43.75	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	45.93	45.93	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	44.91	44.91	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	45.93	45.93	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	10.29	10.29	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	10.29	10.29	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	20.58	20.58	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	49.70	49.70	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	20.58	20.58	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	45.93	45.93	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	20.58	20.58	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	20.58	20.58	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	20.58	20.58	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	20.58	20.58	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	20.58	20.58	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	45.93	45.93	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	12.77	12.77	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	20.58	20.58	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	20.58	20.58	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	20.58	20.58	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	20.58	20.58	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	20.58	20.58	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	20.58	20.58	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	20.58	20.58	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	12.77	12.77	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	12.77	12.77	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	12.77	12.77	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	45.93	45.93	10/19/2022
879	VERIZON WIRELESS	9917694336	OCT 2022 CELLPHONES	10/08/2022	45.99	45.99	10/19/2022

Total VERIZON WIRELESS:

1,499.22      1,499.22

**WESTERN STATES FIRE PROTECTION CO**

10004	WESTERN STATES FIRE PROT	WSF469735	FIRE SPRINKLER INSPECTION	09/29/2022	815.00	815.00	10/21/2022
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Total WESTERN STATES FIRE PROTECTION CO:

815.00      815.00

**WGM GROUP**

10004	WGM GROUP	67119	VIEW VISTA WATER/SEWER EX	10/12/2022	2,960.00	2,960.00	10/21/2022
10004	WGM GROUP	67119	VIEW VISTA WATER/SEWER EX	10/12/2022	2,960.00	2,960.00	10/21/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total WGM GROUP:					5,920.00	5,920.00	
<b>WHISTLER TOWING, LLC</b>							
3237	WHISTLER TOWING, LLC	1253	COMMAND 2 TIRES	09/07/2022	1,440.00	1,440.00	10/21/2022
3237	WHISTLER TOWING, LLC	1255	COMMAND 1 TIRES	09/08/2022	940.00	940.00	10/21/2022
3237	WHISTLER TOWING, LLC	1256	TIRES COMMAND 3	09/08/2022	940.00	940.00	10/21/2022
3237	WHISTLER TOWING, LLC	14036	IMPOUND	09/22/2022	85.00	85.00	10/13/2022
3237	WHISTLER TOWING, LLC	14046	IMPOUND	10/18/2022	85.00	85.00	10/21/2022
3237	WHISTLER TOWING, LLC	40194	IMPOUND	10/07/2022	150.00	150.00	10/21/2022
3237	WHISTLER TOWING, LLC	7130	LADDER 1 REPAIR	09/29/2022	293.56	293.56	10/21/2022
Total WHISTLER TOWING, LLC:					3,933.56	3,933.56	
<b>WISPWEST.NET</b>							
2087	WISPWEST.NET	756278	Internet civic center	10/01/2022	63.51	63.51	10/13/2022
2087	WISPWEST.NET	756278	Internet SOCCER	10/01/2022	85.19	85.19	10/13/2022
Total WISPWEST.NET:					148.70	148.70	
Grand Totals:					1,387,910.43	1,387,910.4	

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**File Attachments for Item:**

**D. ACCEPT THE SEPTEMBER PLEDGED SECURITIES REPORT.**



**DEPOSITORY BONDS AND SECURITIES**  
**September 30, 2022**

	<u>MATURITY</u>	<u>CUSIP NO.</u>		<u>TOTAL AMOUNT PLEDGED</u>
<b>FIRST INTERSTATE BANK</b>				
All Accounts				
Federal Deposit Insurance Corporation			\$	250,000.00
FMAR	11/1/2047	31326MKC6		1,613,002.00
FMNT	4/27/2029	3134GWEL6		7,000,000.00
FNNT	7/29/2030	3134GWGJ9		6,000,000.00
FNRM	3/25/2037	3136B43E6		2,090,521.95
<b>TOTAL - First Interstate Bank</b>				<u><u>\$ 16,953,523.95</u></u>
 <b>OPPORTUNITY BANK</b>				
All Accounts				
Federal Deposit Insurance Corporation			\$	250,000.00
Livingston Mont	7/1/2034	538695CX3		110,000.00
Marion OH LTD Tax GO	12/1/1931	569832MU9		390,000.00
<b>TOTAL - Opportunity Bank</b>				<u><u>\$ 750,000.00</u></u>

**PLEDGED SECURITIES AND CASH IN BANK**  
**As of**  
**September 30, 2022**

**First Interstate Bank**

---

	<u>Total</u>
Cash & CD's on Deposit	\$ 11,972,946.99
FDIC Coverage	250,000.00
Amount Remaining	<u>11,722,946.99</u>
Pledges required @ 50%	5,861,473.50
Actual Amount of Pledges	16,703,523.95
Over (Under) Pledged	<u><u>\$ 10,842,050.46</u></u>

**PLEDGED SECURITIES AND CASH IN BANK**  
**As of**  
**September 30, 2022**

**Opportunity Bank of Montana**

---

	<u>Total</u>
Cash & CD's on Deposit	\$ 729,529.92
FDIC Coverage	250,000.00
Amount Remaining	<u>479,529.92</u>
Pledges required @ 50%	239,764.96
Actual Amount of Pledges	500,000.00
Over (Under) Pledged	<u><u>\$ 260,235.04</u></u>

**File Attachments for Item:**

**A. RESOLUTION NO. 5071: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-2022, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$399,075 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$205,848.**

**RESOLUTION NO. 5071**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR FISCAL YEAR 2021-2022, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$399,075 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$205,848.**

**WHEREAS**, by Resolution No. 4977 the City of Livingston adopted its budget for Fiscal Year 2021-2022 (FY 21-22); and

**WHEREAS**, Mont. Code Ann. §§ 7-6-4006(4), 7-6-4031(2) and 7-6-4006(3) provide that the budget may be amended by conducting a public hearing thereon; and

**WHEREAS**, any proposed budget amendment which provides for additional appropriations must identify the fund reserves, unanticipated revenue or previously unbudgeted revenue that will fund the appropriations; and

**WHEREAS**, the budget for FY 21-22 requires a budget amendment by making appropriation adjustments in the amount of \$399,075 and revenue adjustments in the amount of \$205,848 as specified herein.

**NOW, THEREFORE**, be it resolved by the City Commission of the City of Livingston, Montana, that the budget for Fiscal year 2021-2022 is amended as follows:

<b>Revenue Estimate Adjustments</b>			
<b>Fund</b>	<b>Description/Purpose</b>	<b>Account</b>	<b>Amount</b>
<b>General</b>	Transfer In - Permissive Health	1000-383006	(10,504)
	Transfer In - Premium Pay	1000-383006	35,000
<b>Library</b>	Transfer In - Permissive Health	2220-383006	6,889
<b>Emergency/ Disaster</b>	Federal Disaster Aid	2260-331110	27,561
	State Emergency and Disaster	2260-334020	9,187
<b>Dispatch</b>	Transfer In - Premium Pay	2300-383006	8,000
	Transfer In - Permissive Health	2300-383006	4,472
<b>Streets</b>	Transfer In - Permissive Health	2500-383000	8,243
	Transfer In - Premium Pay	2500-383000	5,430
<b>American Rescue Plan</b>	American Rescue Plan Funds	2991-331992	80,000
<b>Water</b>	Transfer In - Premium Pay	5210-383006	8,040
<b>Sewer</b>	Transfer In - Premium Pay	5310-383006	8,050
<b>Solid Waste</b>	Transfer In - Premium Pay	5410-383006	8,480
<b>Ambulance</b>	Transfer In - Premium Pay	5510-383006	7,000
<b>TOTAL</b>			<u>\$205,848</u>

**Resolution No. 5071  
Amending the budget for Fiscal Year 2021-2022 by making appropriation adjustments in the amount of \$399,075 and revenue adjustments in the amount of \$205,848.**

**Appropriation Adjustments**

<b>Fund</b>	<b>Description/Purpose</b>	<b>Account</b>	<b>Amount</b>	<b>Fund Reserves</b>	<b>Unanticipated Revenues</b>	<b>Unbudgeted Revenues</b>
<b>General</b>	Professional Services	1000-401-410130-350	\$ 11,150	X		
	Settlement	1000-460-510200-814	98,195	X		
<b>Emergency/</b>						
<b>Disaster</b>	FEMA Flood	2260-460-510331-800	4,835		X	
<b>Dispatch</b>	Salaries and Wages	2300-432-420102-110	29,130	X	X	
	Overtime	2300-432-420102-120	30,215	X		
	Viper Station	2300-432-420160-940	136,450	X		
<b>Permissive</b>						
<b>Health</b>						
<b>Insurance</b>	Transfer to Other Funds	2372-460-521000-821	9,100	X		
<b>American</b>						
<b>Rescue Plan</b>	Transfer Out - Premium Pay	2991-460-521000-821	<u>80,000</u>			X
		<b>TOTAL</b>	<b>\$399,075</b>			

Dated this 1<sup>st</sup> day of November, 2022.

\_\_\_\_\_  
**MELISSA NOOTZ - Chairperson**

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**Resolution No. 5071**

**Amending the budget for Fiscal Year 2021-2022 by making appropriation adjustments in the amount of \$399,075 and revenue adjustments in the amount of \$205,848.**

**File Attachments for Item:**

**A. ORDINANCE NO. 3039: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 4 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED ANIMALS REMOVING REDUNDANT AND INCONSISTENT LANGUAGE AND ADDING LANGUAGE FOR HOARDING, BEES, & PUBLIC NUISANCE.**

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**ORDINANCE NO. 3039:**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 4 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED ANIMALS REMOVING REDUNDANT AND INCONSISTENT LANGUAGE AND ADDING LANGUAGE FOR HOARDING, BEES, & PUBLIC NUISANCE.**

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\* \* \* \* \*

**Preamble.**

The purpose of this Ordinance is to make the amendments to Chapter 4 of the City's Municipal Code. Additions appear underlined in blue, deletions appear strikethrough and in red.

\*\*\*\*\*

**WHEREAS**, the City of Livingston has reviewed its animal codes and seeks to update the language, provided consistent direction to citizens, and has updated the code to align with current practices, procedures, and process, that need to be reflected in City Code; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Livingston, Montana, that Chapter 4 be amended as follows

**Chapter 4  
ANIMALS\***

**Articles:**



## Article I. In General<sup>1</sup>

### Sec. 4.1. Definitions.

The following terms shall have the meanings ascribed to them for the purposes of this Chapter.

**a.** "Abandoned animal" means:

1. Any animal whose owner or caretaker has knowingly or negligently left the animal without proper food, water or shelter for twenty-four (24) hours or more;
2. Any stray animal impounded in the animal shelter for five (5) days or more;
3. An obviously feral animal;
4. The owner or caretaker is unknown;
5. The owner or caretaker has willfully surrendered physical control of the animal to [the city or](#) the animal shelter; or
6. An unlicensed animal.

**b.** "Animal" means dog, cat, fowl, livestock, amphibian, reptile or insect.

**c.** "Cattery" means a place where cats are bred [and/or](#) looked after.

**d.** "Fowl" means and includes chickens, geese, ducks, turkeys or other poultry.

**e.** "[Hoarding](#)" means an accumulation of animals that has overwhelmed a person's ability to provide minimum standards of care, inclusively nutrition, sanitation, shelter, veterinary care, and socialization.

**f.** "Humane manner" means care of an animal which includes, but not limited to, a sanitary shelter providing adequate protection against adverse weather conditions, providing adequate quantity and quality of food and water to sustain the animal's normal health. Humane manner includes the use of live traps which must be checked regularly to ensure that any trapped animal is not injured or exposed to the weather.

**g.** "Kennel" means a place where dogs are bred or looked after.

**h.** "Livestock" means and includes all animals of the equine, bovine or swine class, including goats, sheep, mules, horses, hogs, cattle, llamas and other domestic grazing animals.

**i.** "Nuisance animal" means any animal that is ~~off of the premises of the animal's owner~~ creating a condition which endangers safety or health, is offensive to the senses of a reasonable person, or obstructs the free use of property, including, but not limited to:

1. Causing injury or damage to property;

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<sup>1</sup>Editor's note(s)—Ord. No. 2043, § 1, adopted Dec. 4, 2012, repealed §§ 4-7—4-9 which pertained to animals generally and derived from Ord. No. 1984, adopted April 2, 2007, and Ord. No. 2008, § 1, adopted Jan. 5, 2009. Ord. No. 2043 further renumbered the former §§ 4-2—4-6 as §§ 4-3—4-7 and enacted a new § 4-2 as set out herein. The historical notation has been retained with the amended provisions for reference purposes.

- 2. Animal defecation which is not immediately removed from public or private property and properly disposed of by the owner or the person responsible for the animal;
- 3. Cat urination;
- 4. Hunting or killing wildlife, including birds;
- 5. While the animal is in estrus (heat);
- 6. When the animal is unvaccinated;
- 7. When the animal is unaltered or unspayed; or
- 8. When the animal tips over garbage cans or otherwise disperses garbage onto public or private property.

9. [When the animals are hoarded.](#)

10. [When the animal is of a vicious or poisonous species](#)

**j.** "Owner" shall include any person owning, registering, licensing, possessing, keeping, or harboring an animal or allowing the animal to remain on the person's residence. For purposes of this Chapter, anyone who feeds or otherwise attracts a stray or homeless animal to said person's residence shall be deemed to be the owner of said animal. An owner is hereby deemed to be jointly and severally liable with any other person who commits any violation of this Chapter.

**k.** "Residence" means the dwelling place and surrounding property of one (1) family.

**k.** "Restraint" means controlled by a leash not longer than six (6) feet or within the enclosed portion of a motor vehicle.

**m.** "Running at large" means a dog, [cat](#), fowl, livestock, amphibian, [or](#) reptile, ~~or insect~~ off the premises of the owner and not under the control of the owner or any other person either by leash or other physical means of control.

**n.** "Service dog" as used herein shall mean a dog ~~that has been certified to render assistance to a disabled person, such as a seeing eye dog.~~ [that has been individually trained to do work or perform tasks for an individual with a disability. The task\(s\) performed by the dog must be directly related to the person's disability.](#)

**o.** "Shelter" as used herein shall mean the Stafford Animal Shelter, [or any other facility designated by the City to house animals.](#)

(Ord. 1984, 4/2/07; Ord. No. 2008, § 1, 1/5/09; Ord. No. 2043 , § 1, 12/4/12)

**Sec. 4.2. Owner's responsibility.**

The owner, as defined herein, is jointly and severally liable and bears the ultimate responsibility for any and all violations of this Chapter.

(Ord. No. 2043 , § 1, 12/4/12)

**Sec. 4.3. Livestock, fowl, or swine prohibited.**

It shall be unlawful and punishable as a civil offense for any person to keep, harbor, or allow to be at large any livestock, fowl, or swine within the City limits, but the Sanitarian may, upon proper application, issue for a period of two (2) years, permits for keeping of livestock or fowl. It shall be unlawful for any person to keep, harbor, or allow at large more than four (4) rabbits; babies less than six (6) months of age shall not be counted for

purposes of this Section. [It shall be unlawful for any person to keep, harbor, or allow at large more than six \(6\) chickens; no roosters are allowed.](#)

(Ord. 1984, 4/2/07; Ord. No. 2008, § 1, 1/5/09; Ord. No. 2037, § 1, 3/6/12; Ord. No. 2043 , § 1, 12/4/12)

**Sec. 4-4. Revocation permit.**

The Sanitarian shall have the power and authority to revoke ~~such a~~ permit [for livestock, fowl, or swine](#), if at any time the premises for which a permit is issued is not at all times maintained in a clean and sanitary condition.

(Ord. 1984, 4/2/07; Ord. No. 2037, § 1, 3/6/12; Ord. No. 2043 , § 1, 12/4/12)

**Sec. 4.5. Keeping ~~or allowing at large~~ vicious ~~species~~ or poisonous ~~species~~ snakes prohibited.**

It shall be unlawful and punishable as a civil offense for any person to keep, [or](#) harbor any dangerous, poisonous, vicious, unruly or ferocious animal, reptile, insect or snake [species](#) within the City, [this does not include the keeping of bees.](#)

[4.5.1 The keeping of bees is limited to one hive per site in R-I and R-II zoning and must conform to the federal Honey Bee Act of 1922, as amended, as well as the rules promulgated by the Montana Department of Agriculture.](#)

(Ord. 1984, 4/2/07; Ord. No. 2043, § 1, 12/4/12)

**~~Sec.~~ 4.6. Impoundment of nuisance animal.**

It shall be the duty of the Animal Control Officer or Police where any nuisance animal is [hoarded or](#) found at large, or upon complaint to them that any nuisance animal is [hoarded or](#) at large, to take up and impound such nuisance animal.

Nothing herein is to be construed as preventing any person from causing a nuisance animal to be captured or impounded without the assistance of the Animal Control Officer or Police Officer, so long as the person treats the nuisance animal humanely during the capture and subsequent restraint, [and immediately notifies the Animal Control Officer or the Livingston Police.](#)

(Ord. 1984, 4/2/07; Ord. No. 2043 , § 1, 12/4/12)

**~~Sec.~~ 4.7. Barking dogs as nuisances.**

[4.7.1.](#) It is unlawful and punishable as a civil offense for any owner, possessor, or keeper of any dog to permit or allow such dog to persistently or continually bark, howl, or yelp. No summons and complaint shall be issued for any violation of this Section unless there are at least two (2) or more complaining witnesses from separate households who have signed such complaint. In appropriate cases, any Animal Control Officer or Police Officer who has personally investigated the complaint of a single complainant, and observed the problem behavior of the dog with regard to its loud and persistent or habitual barking, howling, or yelping, may be the second complaining witness.

[4.7.2.](#) Any dog which has been allowed or permitted to persistently and chronically violate this Section, as demonstrated by ~~three (3)~~ [two \(2\)](#) or more convictions for violating this Section, and the receipt of subsequent complaints from more than one (1) household, is declared to be a public nuisance and may be abated [under Section 27-30-204 MCA](#), after due notice and opportunity for hearing.

(Ord. 1984, 4/2/07; Ord. No. 2043 , § 1, 12/4/12)

**Secs. 4.8**

Any pet which has been allowed or permitted to persistently and chronically violate this Chapter, as demonstrated by two (2) or more convictions for nuisance violations, and the receipt of subsequent complaints, is declared to be a public nuisance and may be abated under Section 27-30-204 MCA, after due notice and opportunity for hearing.

**4.9—4.19. Reserved.**

**Article II. Dog and Cat Licensing**

**Sec. 4.20. Dog and cat licensing.**

**4.20.1. A.** Licensing. It is unlawful and punishable as a civil offense for any person owning, keeping or harboring any dog or cat four (4) months of age or older to fail to register and license said dog or cat with the City of Livingston. License fees and other fees shall be established by resolution. Dog and cat licenses requires at least one (1) ~~sole~~-registered owner who shall provide sufficient identification (such as a Driver's License or other State issued ID) when registering/licensing the animal. The registered owner is absolutely responsible for the animal's behavior and violations of this licensing Section regardless of other ownership, proximity, or intent.

**4.20.2. B.** Place and Time of Payment. The dog and cat license fee shall be paid to the City on or before the first day of March each year, but if any dog or cat ~~is be~~ acquired by any person after ~~subsequent to~~ the first day of March, ~~such~~ the license fee shall be paid within seven (7) days of the date of acquisition of the dog or cat. All fees and penalties under this Section shall be paid and credited to the general fund of the City.

**C. 4.20.3.** No Proration Period. The license fee shall not be prorated and shall cover the calendar year, or balance thereof from the date of payment.

**D. 4.20.4.** Delinquency. If the license fee is not paid on or before the first day of March of each year, or within seven (7) days of the date of acquisition of any dog or cat acquired after the first day of March, there shall be charged a late fee in addition to the amount of the fee as hereinbefore provided.

**E. 4.20.5.** Nonpayment as Evidence of Abandonment. A failure to pay the fee within the time provided herein shall be taken as conclusive evidence of abandonment of ownership of the dog or cat.

**F. 4.20.6.** Collection of Fees. The Animal Control Officer or designee shall collect from such person claiming an impounded dog or cat, the boarding fee, the vaccination fee, the impoundment fee, any veterinary costs and the license fee unless satisfactory evidence is produced that such license fee has been paid. All such fees shall be remitted to the City and credited to the general fund.

(Ord. 1984, 4/2/07; Ord. No. 2008, § 1, 1/5/09; Ord. No. 2043 , § 1, 12/4/12)

**Sec. 4.21. Rabies vaccination required.**

All dogs and cats within the City of Livingston shall be vaccinated against rabies. No application for license shall be accepted until the dog or cat for which a license is to be issued has been vaccinated with a rabies vaccine licensed by the U.S. Department of Agriculture, which shall immunize the dog or cat from rabies for at least one (1)

year from and after date of application for license. The City shall accept as evidence of such vaccination a certificate of a licensed veterinarian, licensed to practice in the State, that such dog or cat has been vaccinated with a U.S.D.A. approved strain of vaccine.

(Ord. 1984, 4/2/07)

**Sec. 4.22. Dog and cat tags securely fastened, exception.**

- 4.22.1. a. Upon payment of the license fee under this Section the City shall issue to the owner a license certificate in the form of a receipt and a metallic tag for each dog and cat so licensed. The tag shall have stamped thereon the year for which it was issued and the number appearing on the certificate. Every owner of a dog shall provide each dog with a collar and shall securely attach to such collar the license tag and the vaccination tag. Every owner of a cat shall provide proof of licensure thereof, however the cat shall not be required to wear a collar with an attached license.
- b. No license provided for in this Section is transferable, and no license tag shall be fastened to any dog or cat other than the one for which it was issued. Any person who knowingly fastens a license tag or a vaccination tag to any dog or cat other than the one for which such tag was issued or who willfully permits such dog to wear any license tag or vaccination tag issued for another dog, is guilty of a civil offense. The Animal Control Officer shall impound every dog or cat found bearing a license tag or vaccination tag not issued for that dog or cat, and shall dispose of such dog or cat as provided by Section 4.44.
- c. In case a license tag is lost or destroyed, the owner of the dog or cat shall apply to the City for a duplicate tag and City shall ~~re~~issue a ~~duplicate~~ tag upon presentation of the receipt showing payment for the license for the current year and upon payment of two dollars (\$2.00) for the ~~duplicate~~ tag.
- d. In case a vaccination tag is lost or destroyed, the owner of the dog or cat shall apply to the veterinarian who vaccinated the dog or cat for a duplicate tag. ~~and such veterinarian shall issue a duplicate tag upon presentation of the receipt showing payment for the vaccination and upon payment of such charge as the veterinarian may require.~~ The owner shall attach the replacement vaccination tag to any collar worn by the animal.

(Ord. 1984, 4/2/07; Ord. No. 2043, § 1, 12/4/12)

**Sec. 4.23. Expiration.**

All licenses shall expire at twelve (12) midnight of the last day of February of the year following payment of the license fee.

(Ord. 1984, 4/2/07)

**Sec. 4.24. Keeping or hoarding unlicensed dogs or cats.**

Every person who knowingly keeps, feeds, harbors, hoards, or allows to stay about any premises occupied or controlled by said person, any dog or cat for which no license fee has been paid, or upon which no license tag and vaccination tag are kept as required by Section 4.22 is guilty of a civil offense.

(Ord. 1984, 4/2/07; Ord. No. 2043 , § 1, 12/4/12)

**Sec. 4.25. Limit upon number of dogs and cats.**

- a. It shall be unlawful and punishable as a civil offense for any person or family, to keep, harbor, [hoard](#), or maintain more than two (2) dogs at any location or residence within the City. Dogs under four (4) months of age shall not be counted for purposes of this Section, and this Section shall not apply to licensed kennels.
- b. It shall be unlawful and punishable as a civil offense for any person or family to keep, harbor, [hoard](#), or maintain, more than two (2) unaltered cats or ~~six (6)~~ [more than four \(4\)](#) altered cats, at any location or residence within the City. Cats under four (4) months of age shall not be counted for purposes of this Section, and this Section shall not apply to a licensed cattery.

(Ord. 1984, 4/2/07; Ord. No. 2008, § 1, 1/5/09; Ord. No. 2043, § 1, 12/4/12)

**Sec. 4.26. Dog kennels or cattery.**

- a. A person, firm or corporation may maintain a dog kennel or cattery upon proper application, compliance with zoning requirements and approval for a non-transferable license from the City. A "kennel" or "cattery" includes any premises or property of any kind or description where more than two (2) female dogs or cats are kept for breeding purposes, or where more than one (1) litter of pups or kittens are kept for purposes of sale, [or where more than two dogs or cats are kept as part of a pet related business](#). As a condition of receiving a license, the kennel or cattery shall be inspected annually by the animal control officer. To maintain the license, the kennel or cattery shall provide proper and adequate shelter, bedding, food and water for the animals, vaccinations and veterinary care and shall keep the animal area sanitary, i.e. remove feces on a daily basis. The fee for said inspection shall be set by resolution.
- b. A kennel or cattery license may be suspended or revoked for failure to comply with the requirements of this chapter by filing a civil complaint with the City Court.
- c. It shall be unlawful and punishable as a civil offense to operate a kennel or cattery without a City business license.

(Ord. 1984, 4/2/07; Ord. No. 2043, § 1, 12/4/12)

**Sec. 4.27. Dog or cat shows.**

No license shall be required for dogs or cats brought into the City for purpose of participating in any dog or cat show, but such dogs or cats must be vaccinated as required by Section 4.21.

(Ord. 1984, 4/2/07)

**Sec. 4.28. Exemptions from licensing.**

The licensing requirements of this Chapter shall not apply to any dog or cat belonging to a nonresident of the City and kept within the City for not longer than fifteen (15) days, provided that all such dogs or cats shall at the time of entry into the City be properly vaccinated against rabies.

(Ord. 1984, 4/2/07)

**Secs. 4.29—4.30. Reserved.**

**Article III. Animal Control Officer and Animal Pound**

**Sec. 4.31. Animal Control Officer as Peace Officer.**

The Animal Control Officer shall be a Peace Officer with a limited duty and scope of authority to enforce the provisions of this Chapter and to ~~make arrests~~ [issue citations](#) for offenses under this Chapter.

(Ord. 1984, 4/2/07)

**Sec. 4.32. Dog and cat impoundment and boarding.**

The City shall make arrangements for boarding and caring for ~~impounded dogs and cats~~ [pets impounded in the City](#).

(Ord. 1984, 4/2/07; Ord. No. 2008, § 1, 1/5/09)

**Sec. 4.33. Animal shelter records.**

Immediately upon impounding any animal, the Animal Control Officer shall, in a book [or program](#) to be provided by the City, record the following information upon each animal: the sex, color, breed, estimate of age, distinguishing marks, if any, and the date and hour of impounding, and upon final disposition of such animal, the record shall show such disposition.

(Ord. 1984, 4/2/07; Ord. No. 2008, § 1, 1/5/09)

**Secs. 4.34—4.39. Reserved.**

**Article IV. Enforcement**

**Sec. 4.41. Civil offenses, exceptions.**

4.41.1. Nuisance Animal. It is unlawful and punishable as a civil offense for a person to allow or permit an animal to be a nuisance animal.

4.41.2. [Animal at Large](#). It is unlawful and punishable as a civil offense for a person to allow or permit a dog, fowl, livestock, amphibian, reptile, or insect to be found running at large.

Exceptions to running at large are as follows:

- a. A person may accompany a dog without a leash in Miles Park, along the north bank of the Yellowstone River provided the dog is trained for and will respond to voice command ~~or other control~~ and provided the dog is no more than twenty (20) yards from the person with voice control, with the exception that no dogs are permitted on the playing fields of the ball parks, nor in the pedestrian areas and viewing stands located between the ball fields.

- b. A person may allow a dog to run in Mayor's Landing Park under voice command ~~or other control~~, i.e. without a leash provided the dog is trained for and will respond to voice command, and provided the dog is no more than twenty (20) yards from the person with voice control.
- c. A person may allow a dog to run unrestrained by leash or other restraint on View Vista Drive from the posted sign at the driveway to the golf driving range to Mayor's Landing Park so long as the dog is under voice command ~~or other control~~ and provided that the dog is trained for and will respond to voice command ~~or other control~~ and provided that the dog is no more than twenty (20) yards from the person exercising voice ~~or other~~ control.
- d. A person may allow a dog to run unrestrained by leash or other restraint within the confines of Waterworks Park (also known as "9<sup>th</sup> Street Park" and the "Water Plant Park") so long as the dog is under voice command ~~or other control~~ and provided that the dog is trained for and will respond to voice command ~~or other control~~ and provided the dog is no more than twenty (20) yards from the person with voice control. However, dogs must be leashed whenever there is any organized activity at the park, including but not limited to soccer games or practices.

4.41.3. Any person who takes a dog to Miles Park, View Vista Drive, Mayor's Landing or onto any other City property or City right-of-way shall remove any dog feces deposited by said dog and dispose of said feces in a trash container. It is unlawful and punishable as a civil offense for any person to fail to remove and properly dispose of dog feces deposited by their dog in Miles Park, View Vista Drive, Mayor's Landing, or any other City property or City right-of-way.

4.41.4. It is unlawful and punishable as a civil offense for any person to exercise or run a dog by using a moving motor vehicle while upon a City street or right-of-way.

4.41.5. Cruelty to animals is a crime under ~~State law~~ Montana Code Annotated Section 45-8-211 et seq. The City of Livingston has a zero tolerance policy for cruelty to animals and any suspected animal cruelty is a threat to public safety as animal cruelty has been linked to domestic violence and other criminal behavior, and all reports of animal cruelty will be aggressively investigated and prosecuted in accordance with State law.

4.41.6. Any violation of this Section is an absolute liability offense as described in Section 4.8. Any and all owners as defined in Section 4.1. and/or the sole registered owner listed on the City license for the animal are jointly and severally liable for the civil offenses listed in this Section regardless of proximity or intent.

4.41.7 Any dog which has been allowed or permitted to persistently and chronically violate this Section, as demonstrated by two (2) or more convictions for violating this Section, and the receipt of subsequent complaints, is declared to be a public nuisance and may be abated under Section 27-30-204 MCA, after due notice and opportunity for hearing.

(Ord. 1984, 4/2/07; Ord. No. 2008, § 1, 1/5/09; Ord. No. 2043, § 1, 12/4/12; Ord. No. 2060, § 1, 12/15/15; Ord. No. 3005, § 2, 4/20/21)

**~~Sec.~~ 4.42. Impounding and release.**

Animals running at large and nuisance animals may be taken and placed in the ~~City~~ animal shelter by any Animal Control Officer or police officer. Licensed animals at large in the discretion of the Animal Control Officer, may be taken and returned to the owner, ~~but~~ and a complaint for a violation of Section 4-41 ~~shall~~ may be personally served upon the owner. Unlicensed animals shall be placed in the shelter and shall not be released until the animal is properly licensed with written evidence thereof provided to the animal shelter, or in the alternative, an exemption is duly established to the satisfaction of the Animal Control Officer who shall document said exemption.



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(Ord. 1984, 4/2/07; Ord. No. 2008, § 1, 1/5/09)

**~~Sec.~~ 4.43. Notice to owner.**

No notice to the owner of animal impoundment shall be required, but the Animal Control Officer may notify the owner of licensed animal of the impoundment. It is the duty of every owner of an animal to know the whereabouts of the animal at all times.

(Ord. 1984, 4/2/07)

**~~Sec.~~ 4.44. Disposition of unredeemed animals.**

4.44.1. If an impounded animal is not redeemed by the owner or some person acting in the owner's behalf within five (5) days of impoundment, then the Animal Control Officer will turn the animal over to the animal shelter. Payment of the impoundment fees of Section 4.20 and licensing fees must be made for an animal to be redeemed.

4.44.2. Instead of turning the animal over to the animal shelter, after the required time, the Animal Control Officer may give the animal to any person who pays the impoundment and licensing fees, but no license fee shall be required if the animal's home will be outside the City limits. All right, title and interest in the animal's original owner shall be forfeited if the animal is not redeemed within five (5) days.

(Ord. 1984, 4/2/07)

**~~Sec.~~ 4.45. Diseased or injured dog or cat.**

Any unlicensed dog or cat found at large which, in the discretion of the Animal Control Officer and/or a Veterinarian, is in a diseased condition constituting a health hazard to humans or any animal, or in a famished or injured condition, may be disposed of immediately in a humane manner by the Animal Control Officer, or in their absence, by a Police Officer.

(Ord. 1984, 4/2/07; Ord. No. 3005 , § 2, 4/20/21)

**~~Sec.~~ 4.46. Dogs excluded from Sacajawea Park.**

It is a civil offense for a person to negligently or knowingly permit a dog, whether under restraint or not, upon public areas of Sacajawea Park north of River Drive. This Section shall not apply during periods designated by the City Commission for dog shows. The penalty for violation of this Section shall be the same as under Section 4.41.

(Ord. 1984, 4/2/07; Ord. No. 2043, § 1, 12/4/12)

**~~Sec.~~ 4.47. Dogs excluded from Miles Park during special events.**

It is a civil offense for a person to negligently or knowingly permit a dog, whether under restraint or not, upon public areas of Miles Park during City approved special events, with the exception of ~~licensed~~ service animals, unless permission to allow dogs at the event is granted through the special events application process.

(Ord. No. 2045 , § 1, 4/16/13)

## ~~Article V. Bites~~

### ~~Sec. 4.50. Reports of biting.~~

4.50.1 Any person bitten by any dog, cat, or other animal within the limits of the City, ~~or within three (3) miles thereof~~, shall, ~~within one (1) hour after such biting~~ forthwith, report the fact to the Police Department, giving the time and place of the biting together with a description of the offending animal.

4.50.2. Any person who owns or harbors any dog, cat, or other animal which has, to the knowledge of the owner or keeper, bitten a human being shall immediately confine the animal in some structure from which it cannot make exit by its own power and volition and shall, forthwith, notify the Police Department.

(Ord. 1984, 4/2/07)

### ~~Sec. 4.51. Affidavit and seizure of animal.~~

Whenever affidavit shall be made before the Animal Control Officer or the City Judge that a dog or the animal has bitten a person, the Animal Control Officer or Police Officer shall require the owner of such dog or other animal to surrender the same to the pound or a licensed veterinary hospital for quarantine if the animal does not have a current on rabies vaccination. A copy of the affidavit may be served by the Animal Control Officer or any law enforcement officer upon the owner and, if the owner cannot be found at their place of residence the affidavit shall be service by the Animal Control Officer or any law enforcement. ~~the copy may be served by leaving it with a person of suitable age and discretion at, or by placing it in a prominent place at the front door of, such residence~~. In the event that the owner is unknown, upon the making of such affidavit, the ~~Dog-Warden~~Animal Control Officer, or any law enforcement officer shall seize and impound such animal without notice.

(Ord. 1984, 4/2/07; Ord. No. 3005 , § 2, 4/20/21)

### ~~Sec. 4.52. Quarantine.~~

All animals seized pursuant to Section 4-51 shall be quarantined, this quarantine may be accomplished at the residence of the owner if the rabies vaccination is current or in the pound or at a licensed veterinary hospital for a period of ten (10) days.

(Ord. 1984, 4/2/07)

### ~~Sec. 4.55. Release.~~

If, after observation under the supervision of a veterinarian for such period, any such animal is adjudged free of rabies, the owner may reclaim the animal, upon payment of the regular boarding, vaccination and impoundment fees, any veterinary costs, and upon compliance with licensing requirements. ~~If the proper fees and costs have not been paid within two (2) days of the release date, then the animal may be put to death by the Animal Control Officer~~. In the event that any animal under quarantine is diagnosed as being rabid, it shall be disposed of only under the orders and directions of the Animal Control Officer and/or a Veterinarian.

(Ord. 1984, 4/2/07)

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## ~~Article VI. Rabies Quarantine~~

### ~~Sec. 4.60. Quarantine order.~~

If the City Commission shall find, upon information and advice given it by the State Veterinarian, that the community in and about the City is or may be subjected to the danger of rabies infection among the animal life in or near the City, the City Commission shall declare that an emergency exists and shall thereupon by a motion duly made, passed and recorded in the minutes, direct and order that all dogs and cats in the City and within three (3) miles thereof be placed under quarantine until otherwise ordered by the City Commission acting upon the ~~advise~~[advice](#) and information given it by the State Veterinarian.

(Ord. 1984, 4/2/07)

### ~~Sec. 4.61. Confinement during quarantine.~~

In the event that the City Commission shall order and direct a quarantine of all dogs and cats, all persons residing in the City and within three (3) miles hereof, who own or harbor any dogs or cats shall, immediately upon issuance of such quarantine order, cause all dogs and cats so owned or harbored to be confined in a structure from which the dog or cat cannot make exit upon its own volition, powers and resources.

(Ord. 1984, 4/2/07)

## ~~Article VII. Dangerous and Vicious Dogs~~

### ~~Sec. 4.70. Definitions.~~

As used in this Section through Section 4-75, inclusive, the following words and terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

"Animal Control Officer" means the person designated by the City who enforces the City's animal control ordinances.

"Enclosure" means a fence or structure of at least six (6) feet in height, forming or causing an enclosure suitable to prevent the entry of young children, and suitable to humanely confine a dog with adequate exercise area, and posted with an appropriate warning sign, in conjunction with other measures which may be taken by the owner or keeper.

"Impounded" means taken into the custody of the Animal Control Officer or City Police Department.

"Person" means a natural person or any legal entity, including, but not limited to, a corporation, firm, partnership or trust.

["Pet" means any dog, cat, fowl, reptile, insect or rabbit that demonstrates evidence of human ownership and/or is not obviously feral.](#)

[4.70.1](#) "Vicious and dangerous ~~pet~~ [dog](#)" means:

- a. Any ~~dog~~ pet that when unprovoked inflicts bites or attacks a human being or domestic animal either on public or, private property, or in a vicious or terrorizing manner, approaches any person in apparent attitude of attack upon the streets, sidewalks, or any public grounds or places;
- b. Any ~~dog~~ pet with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals;
- c. Any ~~dog~~ pet which engages in, or is found to have been trained to engage in, exhibitions of dog fighting; or
- d. Any ~~dog~~ pet at large found to attack, menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any domestic animal or person.

4.70.2 "Vicious and dangerous ~~dog~~ pet" does not mean:

- a. Any ~~dog~~ pet that attacks or inflicts bites upon a trespasser in a fully enclosed building or fenced enclosure; or
- b. Any ~~dog~~ pet used in the military or police if the bites or attack occurred while the dog was performing in that capacity.

(Ord. 1984, 4/2/07)

**Sec. 4.71. Registration.**

Any ~~dog~~ pet found by the Court to be vicious and dangerous pursuant to a hearing under Section 4-73 shall be registered with City of Livingston within ten (10) days of the effective date of the finding. The vicious and dangerous ~~dog~~ pet registration fee shall be Seventy-Five Dollars (\$75.00) per year, plus the actual costs incurred by the City in making the warning sign.

(Ord. 1984, 4/2/07)

**Sec. 4.72. Keeping of vicious animal.**

Furthermore, the keeping of a registered ~~dog~~ vicious pet in the City shall be subject to the following conditions:

- a. Number, Tattoo or Microchip. The owner or keeper, at their own expense, shall have the licensing number assigned to such ~~dog~~ pet, or such other identification number as the City shall determine, either tattooed by a licensed Veterinarian on the ~~dog's~~ pet upper inner lip, inner thigh or elsewhere as directed by the Animal Control Officer or shall have the ~~dog~~ pet implanted with a microchip. For the purposes of this Section, "tattoo" shall be defined as any permanent numbering of a ~~dog~~ pet by means of indelible or permanent ink with the number designated by the Animal Control Officer.
- b. Display of Sign. The owner or keeper shall display a sign on their premises warning that there is a vicious and dangerous ~~dog~~ pet on the premises. Said sign shall be visible and capable of being read from the street or public highway in front of the premises. The sign shall be supplied by the City of Livingston.
- c. Confinement Indoors. No registered dog may be kept on a porch, patio or in any part of a house or structure that would allow the ~~dog~~ pet to exit such building on its own volition except to a secured enclosure. In addition, no such ~~dog~~ pet may be kept in a house or structure when the windows are open or where screen windows or screen doors are the only obstacle preventing the dog from exiting the structure.

- d. Confinement Outdoors. When outside, all registered ~~dogs-pets~~ shall be confined in a secure enclosure, except when necessary to obtain veterinary care or to comply with commands or directions of a City official. All such enclosures must be adequately lighted and ventilated and kept in a clean and sanitary condition.
- e. Traveling with Vicious Dog. Whenever necessity requires a registered dog to be outside of the enclosure, the dog shall be securely muzzled and restrained with a ~~metal-chain leash~~ capable of restraining the animal and not exceeding three (3) feet in length, with handgrip, and shall be under the direct control and supervision of the owner or keeper of the dog.
- f. Identification Photographs. All owners, keepers or harborers of a registered ~~dog pet~~ must, within ten (10) days of the effective date of the ordinance codified in this Chapter, provide to the Animal Control Officer, or their designee, two (2) color photographs of the registered animal clearly showing the color and approximate size of the animal.
- g. Reporting Requirements. All owners, keepers or harborers of a registered ~~dog-pet~~ must, within ten (10) days of the incident, report the following information in writing to the Animal Control Officer:
  - 1. The removal from the City or death of a registered ~~dog-pet~~;
  - 2. The new address of a registered ~~dog-pet~~ owner should the owner move within City limits.
- h. Sale or Transfer of Ownership Prohibited. No person shall sell, barter or in any other way dispose of a ~~dog-pet~~ registered with the City to any person within the City; provided, that the owner of a registered ~~dog-pet~~ may sell or otherwise dispose of a registered ~~dog-pet~~ or the offspring of such ~~dog-pet~~ to persons who neither reside within the City nor intend to train, keep, harbor, own, or in any way possess such animal in the City providing written approval of such sale or transfer by an authorized officer or employee of the City or County where the dog is intended to be kept.

(Ord. 1984, 4/2/07; Ord. No. 3005 , § 2, 4/20/21)

**~~Sec.~~ 4.73. Seizure of ~~dog-pet~~, hearing.**

4.73.1 Subject to Seizure. Upon the receipt of a signed complaint, or upon the personal observation of an Animal Control Officer or Police Officer that a ~~dog-pet~~ is vicious and dangerous, and said ~~dog-pet~~ is on its owner, keeper, or harborer's property, the Animal Control Officer or Police Officer, may find ~~the dog the pet~~ presents a danger and is subject to seizure and impoundment. Upon a finding that the ~~dog-pet~~ is subject to seizure, written notice of such finding shall be made to the owner, keeper or any adult in apparent control or possession of the ~~dog-pet~~. Prior to the seizure of the ~~dog-pet~~ the owner or keeper of the ~~dog-pet~~ shall be entitled to a hearing as described in subsection C of this Section.

4.73.2. Immediate Seizure.

- a. Should any Animal Control Officer or Police Officer determine that probable cause exists to believe that a ~~dog-pet~~ is vicious and dangerous and cannot be properly controlled, such ~~dog-pet~~ is subject to immediate seizure. The owner or keeper of the ~~dog-pet~~ shall be entitled to a hearing upon seizure as described in subsection 4.73.2 of this Section, and upon the hearing, the owner of any ~~dog-pet~~ found to be vicious or dangerous shall be assessed the costs of sheltering the ~~dog-pet~~ and of administering this Chapter.
- b. Upon the receipt of a signed complaint, or upon the personal observation of an Animal Control Officer or Police Officer that ~~a dog pet has~~ killed or wounded, or assisted in killing or wounding any domestic animal, or has attacked, assaulted, bitten or otherwise injured any person or assisted in attacking, assaulting, biting or otherwise injuring any person, such ~~dog-pet~~ shall be subject to immediate seizure

and impoundment. The owner or keeper of the dog shall be entitled to a hearing upon seizure as described in subsection [4.73.3](#) of this Section.

**4.73.3** Hearing.

- a. Prior to the seizure of any ~~dog pet~~ authorized by subsection [4.73.2\(a\)](#) of this Section and within three (3) days of the seizure of any ~~dog pet~~ pursuant to subsection [4.73.2\(b\)](#) of this Section, the City Attorney shall inform, in writing, the owner or keeper of the ~~dog pet~~ that the person's ~~dog pet~~ is alleged to be vicious and dangerous and subject to penalties under this Chapter and, unless the hearing is waived in writing by the owner or keeper of the dog, the hearing shall be held within seven (7) days of the incident, if at all possible. The hearing may be informal and the rules of evidence not strictly observed. It shall not be necessary, for the City, to prove that the owner or keeper of the ~~dog pet~~ knew that the ~~dog pet~~ was vicious and dangerous.
- b. Should the City Judge find the ~~dog pet~~ to be vicious and dangerous, the City Judge shall order the ~~dog pet~~ be registered pursuant to Section 4-72, and that the ~~dog pet~~ be spayed or neutered. The City Judge may, in addition, order the ~~dog pet~~ and the owner, keeper and any person in control of the ~~dog pet~~ to attend and complete a basic obedience course under an approved and recognized obedience trainer or dog training organization with proof of completion of said course being submitted to the Court within five (5) days of completion.
- 3. In the event the City Judge concludes that the ~~dog pet~~ is vicious and dangerous and that the health, safety and welfare of the community is not adequately addressed by the requirements provided in Section 4-72, the City Judge may order the ~~dog pet~~ destroyed.

(Ord. 1984, 4/2/07)

**~~Sec. 4.74.~~ Violation of registration requirements [for vicious pet.](#)**

It is unlawful and punishable ~~by a civil penalty, not to exceed Three Hundred Dollars (\$300.00)~~ for the owner, keeper or harbinger of a ~~dog vicious pet~~ registered with the City to fail to comply with the requirements and conditions set forth in this Chapter regarding registration ~~of a vicious pet~~. Any ~~dog pet~~ found to be the subject of a violation of these registration ~~and confinement~~ requirements shall be subject to seizure and impoundment. In addition, failure to comply will be cause for the revocation of the license of such ~~animal pet~~ resulting in the immediate removal of the ~~animal pet~~ from the City. Upon conviction, the owner, keeper or harbinger shall be guilty of a misdemeanor and punishable by a fine not to exceed Five Hundred Dollars (\$500.00) and/or imprisonment in the County jail for a term not to exceed six (6) months. In addition, to such fine and imprisonment, the City Court in its discretion shall order the owner to pay such restitution as the Court determines to be just and reasonable under the circumstances and according to law. A registered vicious pet which is found to be repeat offender shall be destroyed at the owner's expense.

(Ord. 1984, 4/2/07)

**~~Sec. 4.75.~~ Owner of registered ~~dog pet~~ which is a repeat offender, penalty.**

It is unlawful and punishable as hereinafter set forth for the owner, keeper or harbinger of a registered vicious ~~dog pet~~ to knowingly allow said ~~dog pet~~ to commit any of the acts as defined in Section 4.70.1 or 4.72, unless excepted by Section 4.70.2. Upon conviction, the owner, keeper or harbinger shall be guilty of a misdemeanor and punishable by a fine not to exceed Five Hundred Dollars (\$500.00) and/or imprisonment in the County jail for a term not to exceed six (6) months. In addition, to such fine and imprisonment, the City Court in its discretion ~~may shall~~ order the owner to pay such restitution as the Court determines to be just and reasonable

under the circumstances and according to law. A registered vicious dog which is found to be repeat offender shall be destroyed at the owner's expense.

(Ord. 1984, 4/2/07; Ord. No. 2043, § 1, 12/4/12)

**Article VIII. Civil Penalty**

**Sec. 4-80. Civil Penalty.**

The ~~registered~~ owner is jointly and severally liable along with any other person who violated this Chapter and may be punished as provided herein, or by a civil penalty not to exceed Three Hundred Dollars (\$300.00). The City Court shall also impose any restitution for costs and fees attendant to violations of this Chapter as set for the in Sections 46-18-201 and 46-18-241 MCA.

(Ord. No. 2043, § 1, 12/4/12)

**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 the second reading and final adoption.

**PASSED** by the City Commission of the City of Livingston, Montana, during a first reading at a regular session thereof held the 1st day of November 2022.

\_\_\_\_\_  
**MELISSA NOOTZ, Chair**

**ATTEST:**

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

\*\*\*\*\*

**PASSED, APPROVED, AND ADOPTED** by the City Commission of the City of Livingston, Montana, during a second reading at a regular session thereof held the 6th day of December, 2022.

\_\_\_\_\_  
**MELISSA NOOTZ, Chair**

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



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**PUBLIC NOTICE**

**NOTICE IS HEREBY GIVEN** the Livingston City Commission will convene for a regular session Tuesday, November 1, 2022, at 5:30 p.m. by Zoom. The Commission will conduct a public hearing after the second reading of **ORDINANCE NO. 3039** entitled **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 4 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED ANIMALS REMOVING REDUNDANT AND INCONSISTENT LANGUAGE AND ADDING LANGUAGE FOR HOARDING, BEES, & PUBLIC NUISANCE.**

All interested persons are invited to attend the public hearing, to make comments or make objections thereto. For additional information contact the City Offices at 220 E Park Street, Livingston, MT, 59047, or by phone at 222-2005.

Please publish Friday, November 4<sup>th</sup>, 2022 and November 11<sup>th</sup>, 2022.

Faith Kinnick  
City of Livingston  
November 1, 2022

**File Attachments for Item:**

**A. RESOLUTION NO. 5072: A RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 181; DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL SEWER IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED IN PART BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND.**

**CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE**

I, the undersigned, being the duly qualified and acting recording officer of the City of Livingston, Montana (the “City”), hereby certify that the attached resolution is a true copy of a Resolution entitled: **“RESOLUTION NO. 5072 A RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 181; DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL SEWER IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED IN PART BY THE CITY’S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND”** (the “Resolution”), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a regular meeting on November 1, 2022, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commission Members voted in favor thereof: \_\_\_\_\_;  
voted against the same: \_\_\_\_\_;  
abstained from voting thereon: \_\_\_\_\_;  
or were absent: \_\_\_\_\_.

WITNESS my hand and seal officially this \_\_\_\_\_ day of November, 2022.

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

**RESOLUTION NO. 5072**

**RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 181; DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL SEWER IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED IN PART BY THE CITY’S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND**

BE IT RESOLVED by the City Commission (the “City Commission”) of the City of Livingston, Montana (the “City”), as follows:

Section 1. Background: Proposed Improvements: Intention to Create District.

(a) Background. The City proposes to undertake certain sanitary sewer improvements (the “Improvements”) to benefit specific property located in the City. The District (defined below) is being established by the City for the purpose of funding the costs of the Improvements which will provide sanitary sewer connections for the residents of the Green Acres and Montague subdivisions of the City to the City’s sanitary sewer utility (the “Sewer Utility”). Both of the Green Acres and Montague subdivisions, which contain 169 parcels/properties, were annexed by the City in 2020 and 2021. The Improvements will replace existing individual septic systems, some of which are failing, and provide Sewer Utility connections for undeveloped property in the District and more easily enable future development.

(b) Proposed Improvements. The Improvements, as proposed, consist of the (i) design, construction and equipping of improvements to the City’s Sewer Utility that are more fully described as extending new sewer main from City property near the transfer station to provide City service to the District which includes all capital improvements necessary and related to an operating sewer system, and (ii) related repairs and improvements to the streets in the Green Acres and Montague subdivisions. All Improvements will be constructed to City of Livingston Design and Construction Standards.

(c) Competitive ARPA Grant. Through a competitive process, the City applied for and obtained an ARPA Grant (the “ARPA Grant”) from the State of Montana in the amount of \$2,000,000 which will be applied to the cost of the Improvements. The ARPA Grant will off-set a substantial portion of the costs of the Improvements.

(d) Intention to Create District. It is the intention of the City Commission to create and establish in the City pursuant to Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (collectively the “Act”), special improvement district numbered 181 (the “District”) for the purpose of (i) financing a portion of the costs of the Improvements, and (ii) paying costs incidental thereto, including costs associated with the sale of the Special Improvement District Bonds (the “Bonds”), including (a) funding a deposit to a debt service reserve account, if necessary (the “Reserve Account”), (b) funding a deposit to the City’s Special Improvement District Revolving Fund (the “Revolving Fund”), and (c) the cost of the creation and administration of the District. The total estimated costs of the Improvements, including all incidental costs, but not the costs associated with securing the Bonds and the issuance of the Bonds, determined by TD&H Engineering, Bozeman, Montana, as engineers for the City with respect to the District (the “Engineers”), is currently estimated to be \$3,672,982. The total estimated costs of the Improvements, including Bond costs is \$3,995,000. The City is utilizing the funds from the ARPA Grant to reduce the amount of the cost of the Improvements that will be specially assessed against the benefitted property owners. Therefore, the amount of the special assessments to be levied by the City is \$2,000,000 less than otherwise would have been eligible to be assessed against the properties benefitted by the Improvements. The Bonds are to be payable from special assessments to be levied against property located

in the District (the “Assessments), which property will be specially benefited by the Improvements in an estimated amount of not less than \$1,995,000. In the event the Assessments are not sufficient to pay debt service on the Bonds, debt service will be payable from amounts on deposit in the Reserve Account or the Revolving Fund. The City will make a determination, in consultation with D.A. Davidson & Co., as underwriter, at a later date as to whether the funding of the Reserve Account will be necessary for the successful marketing of the Bonds.

Section 2. Number of District. The District, if the same shall be created and established, shall be known and designated by the City as “Special Improvement District No. 181 of the City of Livingston, Montana.”

Section 3. Boundaries of District. The limits and boundaries of the District are depicted on a map attached hereto and made a part hereof as EXHIBIT A and more particularly described on EXHIBIT B attached hereto and made a part hereof, which boundaries are designated as the boundaries of the District.

Section 4. General Character of the Improvements. The capital project containing the Improvements is generally described as new construction of sewer mains, for sewer service to each property off the sewer main, extensions from the main to each property line, bedding material, backfill, dewatering (if necessary), compaction, sewer testing, asphalt and gravel road trench removal and replacement, and all other necessary related work.

Section 5. Engineer and Estimated Cost. The Engineers have estimated that the costs of the Improvements, including all incidental costs, but not the costs associated with securing the Bonds and the issuance of the Bonds, is currently estimated to be \$3,672,982; provided, however that such amount may change up receipt of final bids from contractors for the construction of the Improvements.

Section 6. Assessment Method. All properties within the District are to be assessed for their proportionate share of the costs of the Improvements, as specified herein. The costs of the Improvements shall be assessed against the property in the District benefiting from the Improvements, based on the “area option” described in Section 7-12-4162(1) of the Act. The total area of the District to be assessed by way of the area option is estimated to be 2,607,414 which does not include right of way. The costs of the Improvements per square foot of area are currently estimated to be \$1.41 without Bond costs before application of the ARPA Grant funds and after the application of the ARPA Grants are currently estimated to be \$0.64 per square foot not including Bond costs. A list of each of the properties located in the District and their corresponding Assessments is attached as Exhibit C.

Section 7. Assessment Methodologies Equitable and Consistent with Benefit. This City Commission, by this Resolution, determines that the method of assessment and the assessment of costs of the specific Improvements against the properties benefited thereby as prescribed in this Section 7 are equitable and in proportion to and not exceeding the special benefits derived from the respective Improvements by the lots, tracts and parcels to be assessed therefor within the District.

Section 8. Payment of Special Assessments. The special assessments for the costs of the Improvements shall be payable over a term not exceeding twenty (20) years, each in equal semiannual installments of principal, plus interest, or equal semiannual payments of principal and interest, as this City Commission shall prescribe in the resolution authorizing the issuance of the Bonds. Property owners in the District have the right to prepay assessments as provided by law.

Section 9. Anticipated Method of Financing: Pledge of Revolving Fund; Findings and Determinations. The City has the present intention to issue the Bonds in order to finance the (i) cost of the Improvements, (ii) the cost of the creation and administration of the District, (iii) fund a deposit to the

Reserve Account, (iv) fund a deposit to the Revolving Fund, and (v) pay costs of issuance of the Bonds. Principal of and interest on the Bonds will be paid from special assessments levied against the property in the District and such payment will be secured, in part, by the Reserve Account. This City Commission finds it in the public interest, and in the best interest of the City and the District, to secure payment of principal of and interest on the Bonds by the Revolving Fund. The City Commission hereby authorizes the City to enter into the undertakings and agreements authorized in Section 7-12-4225 of the Act to use the Revolving Fund to secure the Bonds.

In determining to authorize the use of the Revolving Fund to secure the Bonds, this City Commission has taken into consideration the following factors:

(a) Estimated Market Value of Parcels. The City has considered the estimated market value of the lots, parcels or tracts in the District as of the date of adoption of this Resolution, as estimated by the Montana Department of Revenue, as well as the estimated market value of the lots, parcels or tracts after the Improvements have been completed. The City, in conjunction with the Engineers, has determined that the value of the properties (in particular, the undeveloped properties) in the District will be significantly enhanced by the Improvements. The special assessments to be levied under Section 6 against each lot, parcel or tract in the District are, as of the date of this Resolution not anticipated to exceed the increase in estimated market value of the lot, parcel or tract as a result of the construction of the Improvements.

(b) Comparison of Special Assessments and Property Taxes and Market Value. The City has analyzed the amount of assessments and property taxes against each lot, parcel or tract in the District. The City has determined that there are no industrial development bonds secured by a mortgage against the District. The City concludes that, overall, the estimated market value of the lots, tracts, or parcels of land in the District exceeds the sum of special assessments and current assessments with the estimated market value before the Improvements of such lots, tracts, or parcels totaling approximately \$40,411,248.

(c) Delinquencies. An analysis of the amount of delinquencies in the payment of outstanding special assessments or property taxes levied against the properties in the District shows that none of the properties in the District is delinquent.

(d) The Public Benefit of the Improvements. The construction of the Improvements to the District will meet Department of Environmental Quality discharge requirements to the Yellowstone River and reduces the potential fines that the City cannot control and the City can control and test the discharge from the City.

(e) Other Factors. The Improvements are anticipated to integrate the area and help to facilitate the more efficient delivery of services to the area, thereby assisting the public at large as well as the particular properties in the District. The aesthetics, safety, and uses of the property are expected be advanced by the Improvements.

Section 10. Reimbursement Expenditures.

(a) Regulations. The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, such as the Bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of the Bonds. The final regulations (Treasury Regulations, Section 1.150-2) (the “Regulations”) require that the City adopt a statement of official intent to reimburse an original expenditure not later than sixty (60) days after payment of the original expenditure. The

Regulations also generally require that tax-exempt bonds, such as the Bonds, be issued and the reimbursement allocation made from the proceeds of the tax-exempt bonds within eighteen (18) months (or three (3) years, if the reimbursement bond issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) in no event more than three (3) years after the date the expenditure is paid.

(b) Prior Expenditures. *The City has not made or paid any expenditures with respect to the District and the Improvements more than sixty (60) days before the date of adoption of this Resolution other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures constituting preliminary expenditures within the meaning of the Regulations, or (iii) expenditures in a “de minimus” amount, as defined in the Regulations.*

(c) Declaration of Intent. *The City reasonably expects to reimburse the expenditures made for costs of the Improvements out of the proceeds of the Bonds after the date of payment of an or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under the Regulations.*

(d) Budgetary Matters. *As of the date of this Resolution, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Improvements, other than pursuant to the issuance of the Bonds. The statement of intent contained in this Resolution, therefore, is consistent with the City’s budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.*

(e) Reimbursement Allocations. *The finance officer of the City will be responsible for making the “reimbursement allocations” described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Improvements. Each allocation will be (i) evidenced by an entry on the official books and records of the City maintained for the Bonds or the Improvements and (ii) shall specifically identify the actual original expenditure being reimbursed.*

Section 11. Publication of Passage and Adoption of this Resolution of Intention. *By this Resolution, the Recording Secretary is authorized and directed to publish notice (the “Notice”) of passage and approval of this Resolution and the intention of the City to create the District. The Notice shall be published in *The Livingston Enterprise*, a newspaper of general circulation in the City of Livingston, on November 2, and November 14, 2022, all in accordance with the requirements of Section 7-12-4106 of the Act and Montana Code Annotated, Section 7-1-2121, as amended. The form of the Notice currently on file with the Recording Secretary is hereby approved. The Recording Secretary is also authorized and directed, as required by Section 7-12-4106(2) of the Act, to mail or cause to be mailed a copy of the Notice to every person, firm, corporation, or the agent of such person, firm, or corporation having real property within the District listed in their name upon the last completed assessment roll for state, county, and school district taxes, at the last-known address, on or before the same day the Notice is first published.*

Section 12. Protests of the Resolution of Intention. *Section 7-12-4110 of the Act sets forth the requirements for a protest against the proposed Improvements or against the extent or creation of the District, or both. Any owner of real property within the District subject to*

assessment and taxation for the cost and expense of making the Improvements may, until 5:00 p.m., M.T. within fifteen (15) days after the date of the first publication of the Notice (the “Protest Period”) may make and file with the Recording Secretary a written protest against the proposed Improvements or against the creation of the District, or both. As mentioned above, the Protest Period ends fifteen (15) days after the first publication of the Note, 5:00 p.m. on November 17, 2022. The City Commission will meet at 5:00 p.m. M.T. on December 6, 2022 at its regularly scheduled meeting to hear and pass upon protests, if any, properly made and filed with the Recording Secretary made during the Protest Period. The December 6, 2022 City Commission meeting is the next regular meeting after the expiration of the Protest Period. The December 6, 2022 City Commission meeting will be held via Zoom. All interested persons are invited to attend the December 6, 2022 City Commission meeting to hear upon any protests properly made and to make comments or make objections thereto. For additional information contact the City Offices at 220 E Park Street, Livingston, MT, 59047, or by phone at (406) 823-6000.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, Montana, as of the 1<sup>st</sup> day of November, 2022.

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**MELISSA NOOTZ – CHAIR**

**ATTEST:**

**APPROVED TO AS FORM:**

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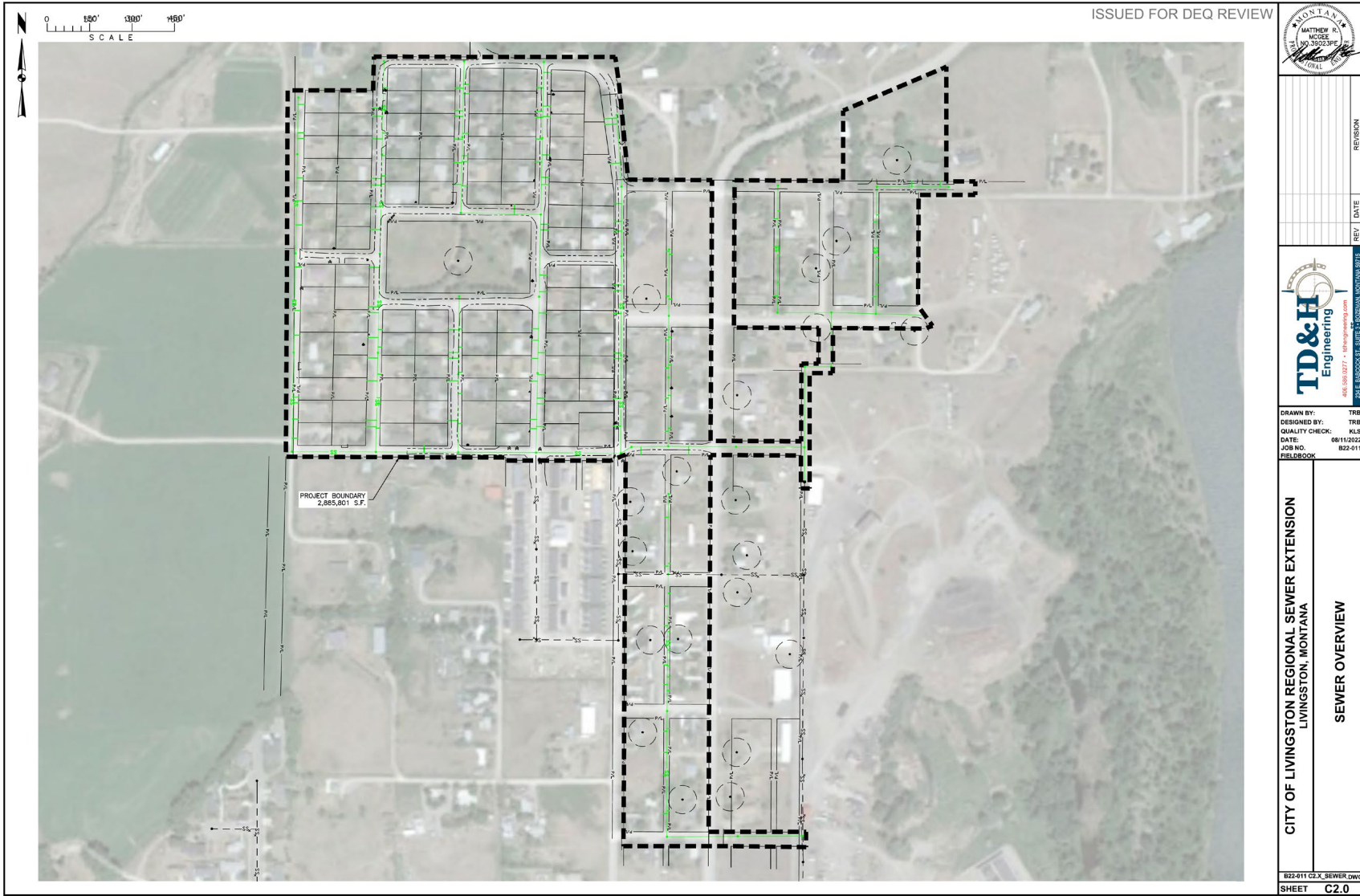
**FAITH KINNICK**  
**Recording Secretary**

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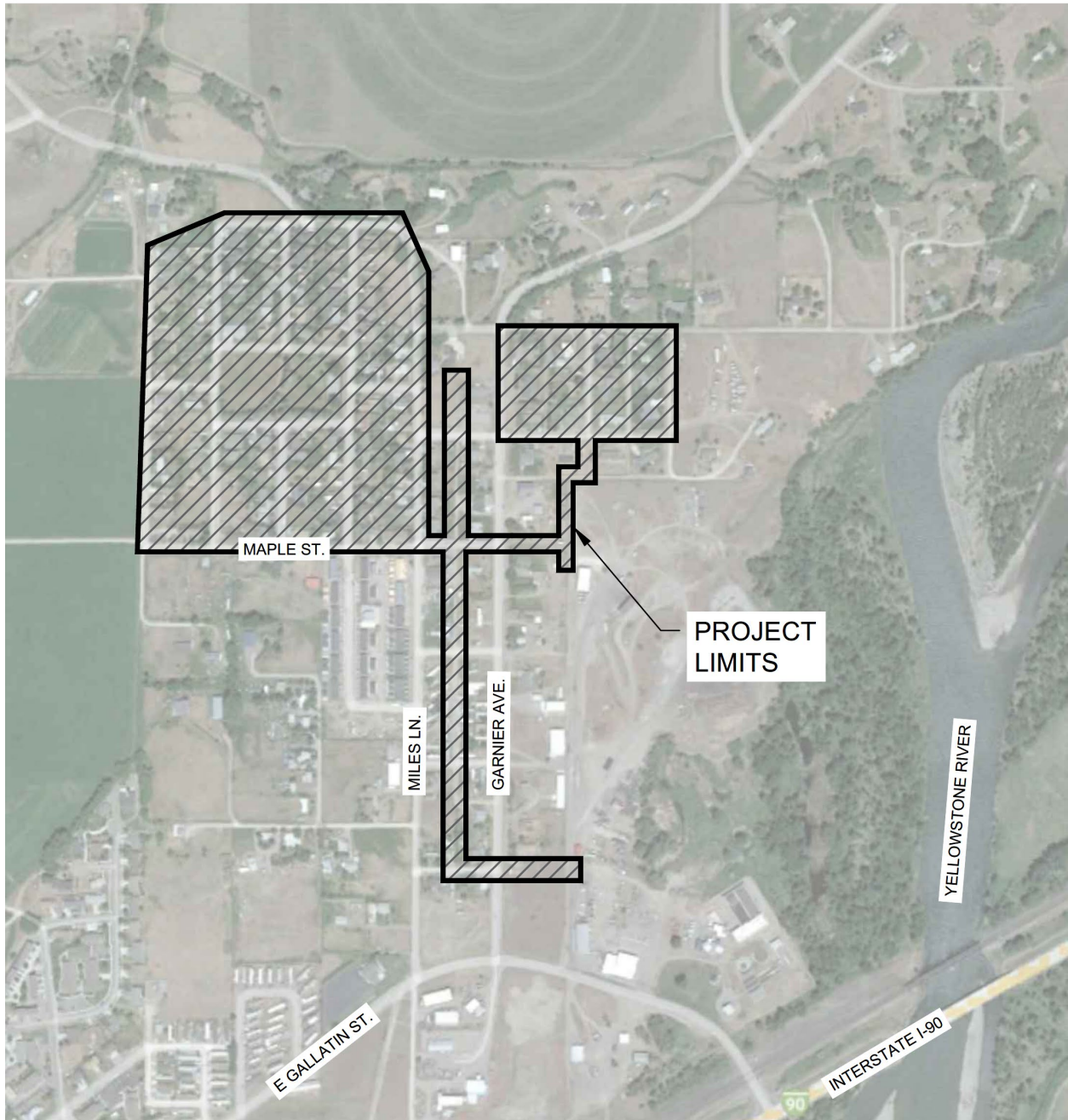
**COURTNEY JO LAWELLIN**  
**City Attorney**







**EXHIBIT B**  
**DESCRIPTION OF SID 181 BOUNDARIES**



## EXHIBIT C

## LIST OF PROPERTIES, RESPECTIVE ASSESSMENT AMOUNTS, AND LEGAL DESCRIPTION OF PROPERTIES LOCATED WITHIN THE PROPOSED SPECIAL ASSESSMENT DISTRICT

PARCEL ID	PROPE RTY ID	ASSESSM ENT ID	LEGAL DESCRIPTION	SUBDIVISION	ADDRESS LINE	TOTAL SQUARE FEET	ESTIMATED PRINCIPAL*	ESTIMATED INTEREST*	ESTIMATED TOTAL ASSESSMENT*	ESTIMATED ANNUAL ASSESSMENT*
490803072160 60000	658500	36060	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 8, Lot 3	GREEN ACRES SUBD	112 ELM LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072131 10000	658692	37230	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 5, Lot 3, PLAT 12	GREEN ACRES SUBD	111 ASH LN	9,626.76	7,365.68	6,305.43	13,671.11	683.56
490803072130 50000	658707	37350	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 5, Lot 2	GREEN ACRES SUBD	111 ASH LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072231 10000	659147	39350	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 3, Lot 8	GREEN ACRES SUBD	207 ELM LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072220 90000	659324	40380	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 2, Lot 3	GREEN ACRES SUBD	211 SPRUCE LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072100 80000	1539934	40271	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 6, Lot 1 - 3	MONTAGUE SUB	MILES LN N	20,908.80	15,997.86	13,695.05	29,692.91	1,484.65
490803072230 30000	658671	37150	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 3, Lot 4, PLAT 12	GREEN ACRES SUBD	210 SPRUCE LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072271 00000	659117	39245	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 10, Lot 14 - 16	MONTAGUE SUB	208 ARBOR LN	20,995.92	16,064.52	13,752.12	29,816.64	1,490.83
490803072220 70000	659203	39740	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 2, Lot 1	GREEN ACRES SUBD	215 SPRUCE LN	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072130 60000	658694	37250	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 5, Lot 5	GREEN ACRES SUBD	107 ASH LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072210 60000	658675	37179	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 1, Lot 14	GREEN ACRES SUBD	212 TANA LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072140 70000	658550	36280	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 6, Lot 1	GREEN ACRES SUBD	111 SPRUCE LN	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072171 10000	658347	35105	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 7, Lot 13 - 14	MONTAGUE SUB	511 GARNIER AVE	13,982.76	10,698.57	9,158.57	19,857.14	992.86
490803072171 00000	658338	35092	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 7, Lot 1 - 2	MONTAGUE SUB	108 CHESTNUT LN	13,982.76	10,698.57	9,158.57	19,857.14	992.86
490803072161 20000	659176	39550	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 8, Lot 12	GREEN ACRES SUBD	107 CHESTNUT LN	9,670.32	7,399.01	6,333.96	13,732.97	686.65
490803072220 60000	659204	39742	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 2, Lot 12	GREEN ACRES SUBD	216 ASH LN	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072230 60000	659205	39745	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 3, Lot 1	GREEN ACRES SUBD	105 WILLOW ST	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072161 00000	658723	37451	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 8, Lot 15	GREEN ACRES SUBD	113 CHESTNUT LN	9,365.40	7,165.71	6,134.24	13,299.95	665.00
490803072180 70000	659134	39273	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 17, Lot 1 - 3	MONTAGUE SUB	206 GRANDVIEW BLVD	20,995.92	16,064.52	13,752.12	29,816.64	1,490.83
490803072231 00000	658845	38180	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 3, Lot 9	GREEN ACRES SUBD	209 ELM LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072140 10000	658701	37290	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 6, Lot 7	GREEN ACRES SUBD	102 MAPLE ST	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072231 20000	659206	39747	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 3, Lot 12	GREEN ACRES SUBD	101 WILLOW ST	9,452.52	7,232.37	6,191.31	13,423.68	671.18

490803072100 70000	659298	40270	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 6, Lot 13 - 16	MONTAGUE SUB	413 GARNIER AVE	27,878.40	21,330.48	18,260.07	39,590.55	1,979.53
490803072140 80000	658574	36480	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 6, Lot 2	GREEN ACRES SUBD	109 SPRUCE LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803071142 56500	658056	28098	MONTAGUE SUB, S07, T02 S, R10 E, PARK	MONTAGUE SUB		51,400.80	-	33,667.01	72,995.09	3,649.75
490803072145 06500	658386	35400	GREEN ACRES SUBD, S07, T02 S, R10 E, PARK, PLAT 12	GREEN ACRES SUBD	220 E. PARK ST.	129,329.64	98,953.44	84,709.62	183,663.06	9,183.15
490803072240 60000	658666	37100	S07, T02 S, R10 E, C.O.S. 2702, PARCEL 3, ACRES 0.221, GREEN ACRES SUBD	GREEN ACRES SUBD	214 ELM LN	9,626.76	7,365.68	6,305.43	13,671.11	683.56
490803072101 50000	659101	39190	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 6, Lot 9 - 12	MONTAGUE SUB	403 GARNIER AVE	28,052.64	21,463.80	18,374.20	39,838.00	1,991.90
490803072240 70000	658665	37090	S07, T02 S, R10 E, C.O.S. 2702, PARCEL 2, ACRES 0.221, GREEN ACRES SUBD		218 ELM LN	9,626.76	7,365.68	6,305.43	13,671.11	683.56
490803072240 80000	659370	40790	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 4, Lot 1	GREEN ACRES SUBD	218 ELM LN	8,799.12	6,732.43	5,763.34	12,495.77	624.79
490803072221 00000	659389	40990	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 2, Lot 4	GREEN ACRES SUBD	209 SPRUCE LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072131 20000	658693	37240	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 5, Lot 4	GREEN ACRES SUBD	109 ASH LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072161 40000	658713	37400	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 8, Lot 6	GREEN ACRES SUBD	106 ELM LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072181 00000	659130	39271	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 17, Lot 14 - 16	MONTAGUE SUB	212 GRANDVIEW BLVD	19,558.44	14,964.67	12,810.58	27,775.25	1,388.76
490803071250 90000	659139	39290	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 14, Lot 8 - 12	MONTAGUE SUB	604 ARBOR LN	55,321.20	42,327.68	36,234.83	78,562.51	3,928.13
490803072261 00000	659553	39230	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 9, Lot 14 - 16	MONTAGUE SUB	206 ARBOR DR	20,995.92	16,064.52	13,752.12	29,816.64	1,490.83
490803072220 50000	658690	37210	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 2, Lot 11	GREEN ACRES SUBD	214 ASH LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072240 50000	658636	36900	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 4, Lot 4	GREEN ACRES SUBD	212 ELM LN	9,626.76	7,365.68	6,305.43	13,671.11	683.56
490803072241 00000	658664	37080	S07, T02 S, R10 E, C.O.S. 2702, PARCEL 13, ACRES 0.212, GREEN ACRES SUBD		102 MILLER ST	9,234.72	7,065.72	6,048.65	13,114.37	655.72
490803072240 90000	658668	37110	S07, T02 S, R10 E, C.O.S. 2702, PARCEL 14, ACRES 0.219, GREEN ACRES SUBD		212 ELM LN	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072131 00000	658691	37220	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 5, Lot 1	GREEN ACRES SUBD	105 PINE ST W	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072140 40000	658704	37320	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 6, Lot 10	GREEN ACRES SUBD	PO BOX 332 WILSALL, MT 59086	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072100 50000	659301	40275	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 6, Lot 4 - 6	MONTAGUE SUB	410 MILES LN N	20,995.92	16,064.52	13,752.12	29,816.64	1,490.83
490803072261 60000	659111	39234	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 9, Lot 9 - 10	MONTAGUE SUB	211 GRANDVIEW BLVD	13,982.76	10,698.57	9,158.57	19,857.14	992.86
490803072150 60000	659662	41980	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 7, Lot 1	GREEN ACRES SUBD	112 SPRUCE LN	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072211 40000	659333	40480	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 1, Lot 6	GREEN ACRES SUBD	205 ASH LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072131 50000	658685	37188	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 5, Lot 11, PLAT 12	GREEN ACRES SUBD	106 TANA LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072130 80000	658695	37260	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 5, Lot 6	GREEN ACRES SUBD	PO BOX 524 YNP, WY 82190	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803073302 50000	659381	40920	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 4, Lot 17 - 26	MONTAGUE SUB	105 MILLER ST	34,848.00	26,663.10	22,825.09	49,488.19	2,474.41

490803072161 50000	658596	36620	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 8, Lot 11	GREEN ACRES SUBD	105 CHESTNUT LN	9,757.44	7,465.67	6,391.03	13,856.70	692.84
490803073252 10000	658624	36810	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 3, Lot 27 - 28	MONTAGUE SUB	106 MILLER ST	7,013.16	5,365.95	4,593.55	9,959.50	497.98
490803073251 70000	659563	41590	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 3, Lot 29 - 32	MONTAGUE SUB	106 MILLER ST	14,374.80	10,998.53	9,415.35	20,413.88	1,020.69
490803072160 70000	658638	36920	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 8, Lot 2	GREEN ACRES SUBD	116 ELM LN	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072260 40000	659135	39274	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 9, Lot 4 - 6	MONTAGUE SUB	608 GARNIER AVE	20,995.92	16,064.52	13,752.12	29,816.64	1,490.83
490803072210 70000	658676	37180	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 1, Lot 15	GREEN ACRES SUBD	214 TAFT LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072140 30000	658703	37310	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 6, Lot 9	GREEN ACRES SUBD	PO BOX 1194 LIVINGSTON	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072141 00000	659321	40360	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 6, Lot 4	GREEN ACRES SUBD	105 SPRUCE LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072151 10000	659258	40070	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 7, Lot 8	GREEN ACRES SUBD	103 ELM LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072150 50000	659173	39520	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 7, Lot 2, PLAT 12	GREEN ACRES SUBD	110 SPRUCE LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072231 30000	658710	37380	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 3, Lot 11	GREEN ACRES SUBD	213 ELM LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072230 20000	658402	35520	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 3, Lot 5	GREEN ACRES SUBD	208 SPRUCE LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072161 30000	659326	40400	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 8, Lot 13, PLAT 12	GREEN ACRES SUBD	109 CHESTNUT LN	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072140 90000	658614	36730	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 6, Lot 3	GREEN ACRES SUBD	107 SPRUCE LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072190 10000	659136	39275	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 16, Lot 1 - 3	MONTAGUE SUB	306 GRANDVIEW BLVD	17,641.80	13,498.20	11,555.20	25,053.40	1,252.67
490803072270 80000	659115	39242	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 10, Lot 1 - 3	MONTAGUE SUB	614 HEFFERLIN AVE	20,995.92	16,064.52	13,752.12	29,816.64	1,490.83
490803072170 30000	658341	35096	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 7, Lot 7 - 8	MONTAGUE SUB	102 CHESTNUT LN	13,982.76	10,698.57	9,158.57	19,857.14	992.86
490803072271 60000	659114	39240	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 10, Lot 9 - 11	MONTAGUE SUB	601 WHISKEY CREEK	20,995.92	16,064.52	13,752.12	29,816.64	1,490.83
490803072130 10000	658679	37182	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 5, Lot 9	GREEN ACRES SUBD	102 TANA LN	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072171 30000	658348	35109	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 7, Lot 15 - 16	MONTAGUE SUB	103 GRANDVIEW BLVD	13,982.76	10,698.57	9,158.57	19,857.14	992.86
490803072260 80000	659110	39231	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 9, Lot 1 - 3	MONTAGUE SUB	614 GARNIER AVE	20,995.92	16,064.52	13,752.12	29,816.64	1,490.83
490803072211 50000	659047	38730	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 1, Lot 7	GREEN ACRES SUBD	203 ASH LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072211 60000	658712	38730	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 1, Lot 8	GREEN ACRES SUBD	201 ASH LN	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072130 30000	658684	37187	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 5, Lot 10, PLAT 12	GREEN ACRES SUBD	104 TANA LN	10,890.00	8,332.22	7,132.84	15,465.06	773.25
490803072241 10000	658674	37170	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 4, Lot 12	GREEN ACRES SUBD	650 HAWES RD. #2829, MESA AZ 85207	9,365.40	7,165.71	6,134.24	13,299.95	665.00
490803072130 40000	658686	37189	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 5, Lot 12 - 13	GREEN ACRES SUBD	110 TANA LN	19,209.96	14,698.04	12,582.33	27,280.37	1,364.02
490803072211 00000	659337	40520	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 1, Lot 2	GREEN ACRES SUBD	213 ASH LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46

490803072130 20000	658697	37280	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 5, Lot 8	GREEN ACRES SUBD	101 ASH LN	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072151 20000	659017	38550	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 7, Lot 7	GREEN ACRES SUBD	202 MAPLE ST	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072221 20000	658412	35550	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 2, Lot 6	GREEN ACRES SUBD	205 SPRUCE LN	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072241 40000	658372	35280	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 4, Lot 9	GREEN ACRES SUBD	102 PINE ST E	9,147.60	6,999.06	5,991.59	12,990.65	649.53
490803072230 80000	658527	36140	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 3, Lot 7	GREEN ACRES SUBD	205 ELM LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072150 40000	658547	36240	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 7, Lot 3, COS 1510	GREEN ACRES SUBD	SPRUCE LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072150 90000	658548	36250	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 7, Lot 10, COS 1510	GREEN ACRES SUBD	107 ELM LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072230 50000	658411	35540	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 3, Lot 2	GREEN ACRES SUBD	214 SPRUCE LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072160 10000	659387	40960	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 8, Lot 8	GREEN ACRES SUBD	116 MAPLE ST	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072240 10000	659411	41070	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 4, Lot 7 - 8	GREEN ACRES SUBD	204 ELM LN	19,166.40	14,664.71	12,553.80	27,218.51	1,360.93
490803072110 20000	659248	40035	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 18, Lot 6, LOTS 11 - 13	MONTAGUE SUB	408 GARNIER AVE	19,166.40	14,664.71	12,553.80	27,218.51	1,360.93
490803072230 70000	659097	39170	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 3, Lot 6, PLAT 12	GREEN ACRES SUBD	206 SPRUCE LN	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072270 40000	659133	39272	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 10, Lot 4 - 6	MONTAGUE SUB	606 HEFFERLIN AVE	20,995.92	16,064.52	13,752.12	29,816.64	1,490.83
490803072261 30000	659113	39236	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 9, Lot 11 - 13	MONTAGUE SUB	605 HEFFERLIN AVE	20,995.92	16,064.52	13,752.12	29,816.64	1,490.83
490803072140 50000	658705	37330	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 6, Lot 11	GREEN ACRES SUBD	110 ASH LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072060 90000	659103	39195	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 5, Lot 16	MONTAGUE SUB	315 GARNIER AVE	7,013.16	5,365.95	4,593.55	9,959.50	497.98
490803072191 00000	659119	39269	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 16, Lot 14 - 16	MONTAGUE SUB	312 GRANDVIEW BLVD	17,641.80	13,498.20	11,555.20	25,053.40	1,252.67
490803072160 90000	658721	37450	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 8, Lot 16, PLAT 12	GREEN ACRES SUBD	103 PINE ST E	9,191.16	7,032.39	6,020.12	13,052.51	652.63
490803072211 30000	658640	36940	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 1, Lot 5, PLAT 12	GREEN ACRES SUBD	207 ASH LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072220 30000	658687	37190	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 2, Lot 9	GREEN ACRES SUBD	210 ASH LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072151 00000	659201	39730	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 7, Lot 4	GREEN ACRES SUBD	106 SPRUCE LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072170 10000	658340	35095	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 7, Lot 5 - 6	MONTAGUE SUB	104 CHESTNUT LN	13,982.76	10,698.57	9,158.57	19,857.14	992.86
490803073252 70000	658058	28099	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 3, Lot 18 - 21	MONTAGUE SUB		16,988.40	12,998.26	11,127.23	24,125.49	1,206.27
490803073270 50000	1456924	37604	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 21, Lot 15 - 16, POR LOTS 7-14, POR LOTS 17-19	MONTAGUE SUB	414 E. CALLENDER ST.	12,632.40	9,665.37	8,274.10	17,939.47	896.97
490803072160 40000	659360	40670	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 8, Lot 5	GREEN ACRES SUBD	108 ELM LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072211 10000	658800	37910	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 1, Lot 3	GREEN ACRES SUBD	211 ASH LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072220 10000	659639	41810	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 2, Lot 7	GREEN ACRES SUBD	304 N PARK DR	9,539.64	7,299.02	6,248.37	13,547.39	677.37

490803072220 20000	659638	41810	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 2, Lot 8	GREEN ACRES SUBD		9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072241 30000	659371	40800	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 4, Lot 10	GREEN ACRES SUBD	203 CHESTNUT LN	9,147.60	6,999.06	5,991.59	12,990.65	649.53
490803072140 60000	658706	37340	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 6, Lot 12	GREEN ACRES SUBD	112 ASH LN	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072160 20000	659369	40780	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 8, Lot 7A, SD 115	GREEN ACRES SUBD	104 ELM LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072250 10000	658345	35100	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 8, LOTS 1-4 & 13-16	MONTAGUE SUB	106 ARBOR LN	59,982.12	45,893.87	39,287.69	85,181.56	4,259.08
490803072250 50000	1557919	35101	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 8, Lot 5 - 6, 15000 SQUARE FEET	MONTAGUE SUB	605 GARNIER AVE	14,984.64	11,465.13	9,814.79	21,279.92	1,064.00
490803072150 80000	659046	38720	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 7, Lot 11	GREEN ACRES SUBD	109 ELM LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072170 90000	658346	35103	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 7, Lot 11 - 12	MONTAGUE SUB	509 GARNIER AVE	13,982.76	10,698.57	9,158.57	19,857.14	992.86
490803072150 10000	658401	35510	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 7, Lot 5 - 6	GREEN ACRES SUBD	204 MAPLE ST	19,166.40	14,664.71	12,553.80	27,218.51	1,360.93
490803072211 90000	658680	37183	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 1, Lot 11	GREEN ACRES SUBD	206 TANA LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072212 00000	658681	37184	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 1, Lot 12	GREEN ACRES SUBD	208 TANA LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072212 10000	658682	37185	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 1, Lot 13	GREEN ACRES SUBD		9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072180 50000	659160	39430	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 17, Lot A, SD 227	MONTAGUE SUB	510 GARNIER AVE	24,001.56	18,364.21	15,720.78	34,084.99	1,704.25
490803072211 20000	658709	37370	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 1, Lot 4, PLAT 12	GREEN ACRES SUBD	209 ASH LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072211 70000	658677	37181	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 1, Lot 9 - 10	GREEN ACRES SUBD	102 PINE ST W	19,166.40	14,664.71	12,553.80	27,218.51	1,360.93
490803072161 10000	658429	35620	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 8, Lot 14, PLAT 12	GREEN ACRES SUBD	111 CHESTNUT LN	9,452.52	7,232.37	6,191.31	13,423.68	671.18
490803072270 10000	659116	39243	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 10, Lot 7 - 8	MONTAGUE SUB	305 GRANDVIEW BLVD	13,982.76	10,698.57	9,158.57	19,857.14	992.86
490803072241 20000	658617	36760	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 4, Lot 11	GREEN ACRES SUBD	205 CHESTNUT LN	8,712.00	6,665.78	5,706.27	12,372.05	618.60
490803072220 80000	659325	40390	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 2, Lot 2	GREEN ACRES SUBD	213 SPRUCE LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072230 90000	659659	41960	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 3, Lot 10	GREEN ACRES SUBD	211 ELM LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072220 40000	658688	37200	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 2, Lot 10	GREEN ACRES SUBD	212 ASH LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072140 20000	658702	37300	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 6, Lot 8	GREEN ACRES SUBD	212 ASH LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803071250 10000	661125	78300	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 14, Lot 1 - 7	MONTAGUE SUB	427 BLAIR AVE	54,667.80	41,827.74	35,806.86	77,634.60	3,881.73
490803071230 10000	661118	78300	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 12, Lot 6 - 8	MONTAGUE SUB	514 WHISKEY CREEK RD	19,602.00	14,998.00	12,839.11	27,837.11	1,391.86
490803071141 00000	661128	78300	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 15, Lot 14 - 16	MONTAGUE SUB	512 WHISKEY CREEK RD	17,641.80	13,498.20	11,555.20	25,053.40	1,252.67
490803071140 10000	661119	78300	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 15, Lot 1 - 3, REF COS2576	MONTAGUE SUB	510 WHISKEY CREEK	17,641.80	13,498.20	11,555.20	25,053.40	1,252.67
490803071221 60000	661121	78300	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 11, Lot 9 - 16, REF COS2576	MONTAGUE SUB	SCHEUBER AVE	55,974.60	42,827.61	36,662.80	79,490.41	3,974.52



49080307122010000	661126	78300	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 11, Lot 3 - 8, REF COS2576	MONTAGUE SUB	WHISKEY CREEK	41,991.84	32,129.04	27,504.23	59,633.27	2,981.66
49080307123070000	661123	78300	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 12, Lot 1 - 5	MONTAGUE SUB	SCHEUBER AVE	32,190.84	24,630.04	21,084.68	45,714.72	2,285.74
49080307123160000	661127	78300	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 12, Lot 9 - 12	MONTAGUE SUB	BLAIR AVE	25,743.96	19,697.37	16,862.04	36,559.41	1,827.97
49080307122070000	661120	78300	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 11, Lot 1 - 2	MONTAGUE SUB	WHISKEY CREEK	14,026.32	10,731.90	9,187.10	19,919.00	995.95
49080307124010000	661124	78300	MONTAGUE SUB, S07, T02 S, R10 E, FCTL BLK 13	MONTAGUE SUB	ARBOR DR	5,183.64	3,966.14	3,395.23	7,361.37	368.07
49080307206010000	658820	38070	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 5, Lot 1 - 13	MONTAGUE SUB	211 ASH LN	90,996.84	69,624.03	59,602.02	129,226.05	6,461.30
49080307330150000	658821	38070	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 4, Lot 1 - 5, Lot 27-28, 31-32	MONTAGUE SUB	219 MILES LN N	38,507.04	29,462.73	25,221.73	54,684.46	2,734.22
49080307217050000	658342	35098	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 7, Lot 9 - 10	MONTAGUE SUB	115 ALLSPAUGH ST	13,982.76	10,698.57	9,158.57	19,857.14	992.86
49080307206110000	658893	38340	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 5, Lot 14 - 15	MONTAGUE SUB	313 GARNIER AVE	14,026.32	10,731.90	9,187.10	19,919.00	995.95
49080307225090000	1568025	35009	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 8, Lot 9 - 10, 15000 SQUARE FEET	MONTAGUE SUB	104 GRANDVIEW BLVD	14,984.64	11,465.13	9,814.79	21,279.92	1,064.00
49080307223040000	659415	41100	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 3, Lot 3, PLAT 12	GREEN ACRES SUBD	212 SPRUCE LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
49080307222110000	658430	35630	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 2, Lot 5	GREEN ACRES SUBD	207 SPRUCE LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
49080307224040000	659584	41650	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 4, Lot 5, PLAT 12	GREEN ACRES SUBD	210 ELM LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
49080307210010000	659102	39191	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 6, Lot 7 - 8	MONTAGUE SUB	407 MILES LN N	14,026.32	10,731.90	9,187.10	19,919.00	995.95
49080307213090000	658696	37270	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 5, Lot 7	GREEN ACRES SUBD	103 ASH LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
49080307227130000	659137	39276	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 10, Lot 12 - 13	MONTAGUE SUB	607 WHISKEY CREEK	13,982.76	10,698.57	9,158.57	19,857.14	992.86
49080307217070000	658339	35093	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 7, Lot 3 - 4	MONTAGUE SUB	106 CHESTNUT LN	13,982.76	10,698.57	9,158.57	19,857.14	992.86
49080307214110000	659372	40810	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 6, Lot 5	GREEN ACRES SUBD	103 SPRUCE LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
49080307213070000	658683	37186	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 5, Lot 16, COS 1139, PLAT 12	GREEN ACRES SUBD	116 TANA LN	9,539.64	7,299.02	6,248.37	13,547.39	677.37
49080307325150000	658557	36340	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 3, Lot 1 - 4	MONTAGUE SUB	102 MILLER ST	13,982.76	10,698.57	9,158.57	19,857.14	992.86
49080307325070000	658654	37000	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 3, Lot 9 - 10	MONTAGUE SUB	MILES LN N	7,013.16	5,365.95	4,593.55	9,959.50	497.98
49080307325250000	658774	37780	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 3, POR LOTS 22 - 26	MONTAGUE SUB	102 MILLER ST	12,763.08	9,765.36	8,359.69	18,125.05	906.25
49080307325110000	658776	37781	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 3, Lot 5 - 8	MONTAGUE SUB	102 MILLER ST	13,982.76	10,698.57	9,158.57	19,857.14	992.86
49080307325050000	659366	40760	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 3, Lot 11 - 14	MONTAGUE SUB	102 MILLER ST	13,982.76	10,698.57	9,158.57	19,857.14	992.86
49080307330010000	658352	35130	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 4, Lot 11 - 16	MONTAGUE SUB	103 MILLER ST	20,995.92	16,064.52	13,752.12	29,816.64	1,490.83
49080307330090000	658353	35130	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 4, Lot 6 - 8	MONTAGUE SUB	103 MILLER ST	10,497.96	8,032.26	6,876.06	14,908.32	745.42
49080307330070000	658355	35140	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 4, Lot 9 - 10	MONTAGUE SUB		7,013.16	5,365.95	4,593.55	9,959.50	497.98

490803072260 10000	659112	39235	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 9, Lot 7 - 8	MONTAGUE SUB	205 GRANDVIEW BLVD	13,982.76	10,698.57	9,158.57	19,857.14	992.86
490803072160 80000	659686	42130	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 8, Lot 1, PLAT 12	GREEN ACRES SUBD	118 ELM LN	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072160 50000	659550	41410	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 8, Lot 4	GREEN ACRES SUBD	110 ELM LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072131 40000	658698	37283	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 5, Lot 14, COS 1139	GREEN ACRES SUBD	112 TANA LN	19,209.96	14,698.04	12,582.33	27,280.37	1,364.02
490803072150 30000	659287	40250	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 7, Lot 9	GREEN ACRES SUBD	105 ELM LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46
490803072150 70000	659650	41890	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 7, Lot 12	GREEN ACRES SUBD	111 ELM LN	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072251 00000	1560968	35111	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 8, Lot 11 - 12, 15000 SQUARE FEET	MONTAGUE SUB	605 GARNIER AVE	14,984.64	11,465.13	9,814.79	21,279.92	1,064.00
490803072250 80000	1571042	35108	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 8, Lot 7 - 8, 15000 SQUARE FEET	MONTAGUE SUB	605 GARNIER AVE	14,984.64	11,465.13	9,814.79	21,279.92	1,064.00
490803072161 60000	658842	38150	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 8, Lot 9A, SD 115	GREEN ACRES SUBD	108 MAPLE ST	14,853.96	11,365.15	9,729.19	21,094.34	1,054.72
490803072141 20000	658390	35440	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 6, Lot 6	GREEN ACRES SUBD	101 SPRUCE LN	9,539.64	7,299.02	6,248.37	13,547.39	677.37
490803072180 10000	659246	40020	MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 17, Lot B, SD 227	MONTAGUE SUB	508 GARNIER AVE	35,980.56	27,529.65	23,566.91	51,096.56	2,554.83
490803072240 30000	659200	39720	GREEN ACRES SUBD, S07, T02 S, R10 E, BLOCK 4, Lot 6	GREEN ACRES SUBD	208 ELM LN	9,583.20	7,332.35	6,276.90	13,609.25	680.46

\*Principal figures are estimated, not to exceed figures, subject to final construction bids. Interest figures are estimated, subject to final principal amounts and interest rates determined after receipt of final constructions bids. Property owners will be given the opportunity to prepay the principal amounts to avoid interest and Revolving Fund and certain other charges.

**PUBLIC NOTICE DECLARING THE INTENTION TO  
CREATE A SPECIAL IMPROVEMENT DISTRICT FOR THE GREEN ACRES AND  
MONTAGUE SUBDIVISION RESIDENTS.**

**NOTICE** is hereby given the Livingston City Commission will convene on Tuesday, November 1<sup>st</sup>, 2022, via Zoom. During this meeting the Commission will receive public comments on a **RESOLUTION NO. 5072** entitled: **RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 181; DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL SEWER IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED IN PART BY THE CITY’S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND.** Any owner of real property within the District subject to assessment and taxation for the cost and expense of making the Improvements may, until 5:00 p.m. mountain time, on November 22, 2022, which is within the fifteen (15) days after the date of the first publication of the Notice (the “Protest Period”) may make and file with the Recording Secretary, Faith Kinnick 220 E. Park St, Livingston, MT 59047, a written protest against the proposed Improvements or against the creation of the District, or both. As mentioned above, the Protest Period ends on November 22, 2022, fifteen (15) days after the first publication of the Note.

The City Commission will meet at 5:30 p.m. on December 6, 2022, via Zoom at its regularly scheduled meeting to hear and pass upon protests, if any, properly made and filed with the Recording Secretary made during the Protest Period. The December 6, 2022, City Commission meeting is the next regular meeting after the expiration of the Protest Period. The December 6, 2022, City Commission meeting will be held via Zoom. All interested persons are invited to attend the meeting to hear upon any protests properly made and to make comments or make objections thereto. The public is invited to attend and give comments as appropriate. Public comment is limited to 4-minutes each. An agenda, meeting link will be available at [www.livingstonmontana.org/meetings](http://www.livingstonmontana.org/meetings). For additional information contact the City Offices at 220 E Park Street, Livingston, MT, 59047, or by phone at (406) 222-2005.

Please publish Friday, October 28, 2022.

Faith Kinnick  
City of Livingston  
October 27, 2022

**File Attachments for Item:**

**B. RESOLUTION NO. 5073: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, TO NAME THE ROAD ENTERING THE GLASSYBABY FACILITY OFF OF HWY 89, EAST OF LIVINGSTON, GLASSYBABY LANE.**

**RESOLUTION NO. 5073**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, TO NAME THE ROAD ENTERING THE GLASSYBABY FACILITY OFF OF HWY 89, EAST OF LIVINGSTON, AS GLASSYBABY LANE.**

**WHEREAS** the City through its commission or council has the ability to establish streets under Title 7, Chapter 14, Part 41, and where §7-14-4112 MCA provides for the City Commission to change the name of streets; and

**WHEREAS**, no street name has been designated or established for this street entering the Glassybaby facility and the sole owner has requested that the name Glassybaby Lane be assigned to the lane off Highway 89 into the property; and

**WHEREAS**, the purpose of naming the street is to identify the access for the traveling public, common carriers, guests or employees as well as public and emergency service agencies in their responses.

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

That the Livingston City Commission now designates the entrance to the Glassybaby facility as Glassybaby Lane, within the City of Livingston right of way off of Highway 89 east of Livingston in Township 2 South Range 10 East section 5. See Exhibit A.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, Montana, this 1st day of November, 2022.

\_\_\_\_\_  
**MELISSA NOOTZ – Chair**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**FAITH KINNICK – Recording Secretary  
Attorney**

\_\_\_\_\_  
**COURTNEY LAWELLIN – City**

**EXHIBIT "B"**

**Memorandum of Easement**

**THIS MEMORANDUM OF EASEMENT** is hereby executed this 6th day of DECEMBER, 2007, by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Grantor"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and The City of Livingston, a political subdivision of the State of Montana ("Grantee"), whose address for purposes of this instrument is 414 East Callender Street, Livingston, Montana 59047, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

**WITNESSETH:**

**WHEREAS**, Grantor owns or controls certain real property situated in Park County, Montana as described on Exhibit "A2" attached hereto and incorporated herein by reference (the "Premises");

**WHEREAS**, Grantor and Grantee entered into an Easement Agreement, dated DECEMBER 6, 2007 (the "Easement Agreement") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "Easement"); and

**WHEREAS**, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises for the construction and maintenance of a highway as set forth in the Construction and Maintenance Agreement between the Grantee and Montana Rail Link, Inc. ("MRL").

Grantor reserves the right to reasonable access to and from the above-mentioned roadway and the adjacent property of the Grantor.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual. Provisions regulating the use and purposes to which the Easement shall be limited, are set forth in detail in the Easement Agreement and Grantor and Grantee agree to abide by the terms of the Easement Agreement.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

**GRANTOR:**

BNSF RAILWAY COMPANY, a Delaware corporation


By: 

Name: Dalen E. Wintermute

Title: Manager - Land Revenue Management

**GRANTEE:**

CITY OF LIVINGSTON, a political subdivision of the State of Montana

By: 

Name: Clint Turley

Title: Acting City Manager

STATE OF TEXAS

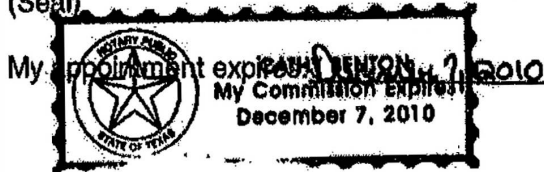
§  
§  
§

COUNTY OF TARRANT

This instrument was acknowledged before me on the 14th day of DECEMBER, 2007, by DALE E WINTERMUTE (name) as MANAGER - LAND REVENUE MGMT (title) of BNSF RAILWAY COMPANY, a Delaware corporation.

Cathy Benton  
Notary Public

(Seal)



STATE OF Montana

§  
§  
§

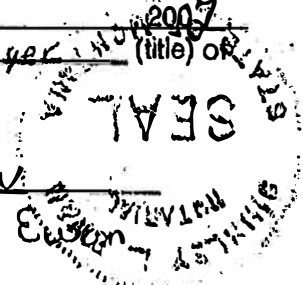
COUNTY OF Park

This instrument was acknowledged before me on the 21st day of June, 2007, by Clint Tinsley (name) as Acting City Manager (title) of \_\_\_\_\_, a \_\_\_\_\_.

Shirley L. Euston  
Notary Public

(Seal)

My appointment expires: August 15, 2007.





# EXHIBIT A2

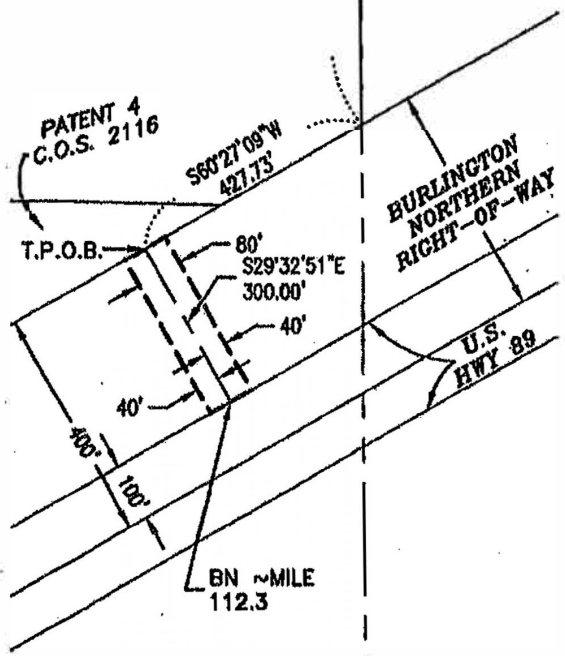
AN 80'-WIDE ACCESS EASEMENT SITUATED IN THE SE1/4 SECTION 5, T2S, R10E, P.M.M., PARK COUNTY, MONTANA



SECTION LINE  
S00°28'29"E 1180.30'

PATENT 1  
C.O.S. 2116

PATENT 4  
C.O.S. 2116



### NOTE

BEARINGS AND DIMENSIONS FOR THIS EXHIBIT ARE BASED ON C.O.S. No. 2116.

### DESCRIPTION

An 80'-wide access easement situated in the SE1/4 Section 5, T2S, R10E, P.M.M., Park County, Montana, the centerline of which is further described as follows:

Beginning at the 1/4 corner common to Sections 4 and 5; thence along the section line between said sections S00°28'29"E a distance of 1180.30 feet to the northerly line of the Burlington Northern right-of-way as shown on Certificate of Survey No. 2116 filed with the Park County Clerk & Recorder; thence along said right-of-way line S60°27'09"W a distance of 427.14 feet to the True Point of Beginning of said centerline;

thence along said centerline S29°32'51"E a distance of 300.00 feet to northerly right-of-way line of U.S. Highway 89 and the end of said centerline.



347105 Fee: \$44.00 Roll: R 265 Page(s): 4

Park County Recorded 1/15/2008 At 9:03 AM

Clk & Rcdr By MR Return To:

CITY OF LIVINGSTON

C/S 2116

**MORRISON MAIERLE, INC.**  
An Employee-Owned Company

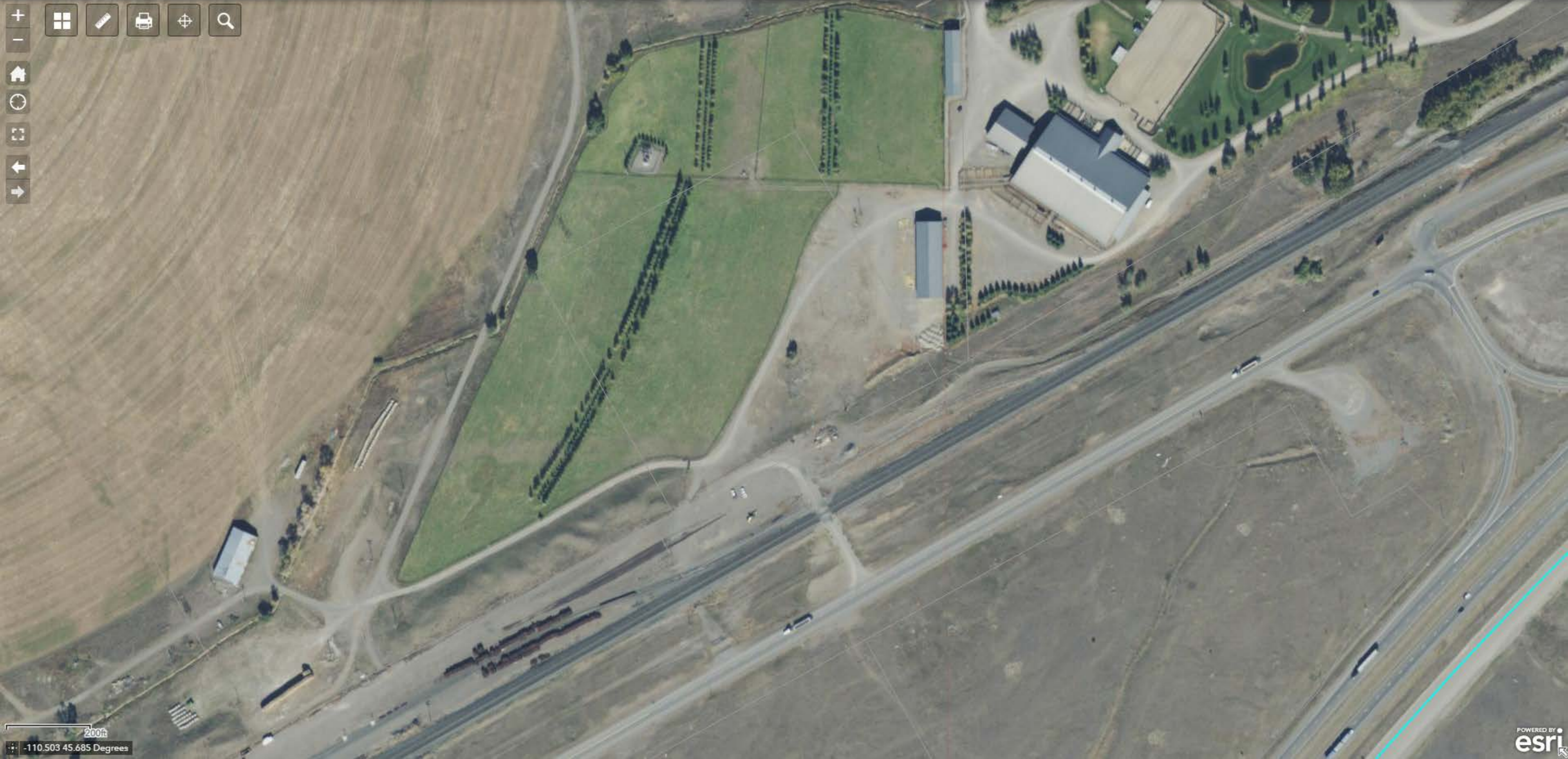
Engineers  
Surveyors  
Geomatics  
Planners

901 Technology Blvd.  
Bozeman MT 59718  
Phone: (408) 687-8721  
Fax: (408) 687-1176

DRAWN BY: BMB  
CHKD. BY: BDE  
APPR. BY: CLD  
DATE: 1/22/07

LIVINGSTON	YELLOWSTONE PRESERVE	MONTANA	PROJECT NO. 4190.003
80'-WIDE ACCESS EASEMENT			FIGURE NUMBER

Navigation and tool icons: +, -, Home, Refresh, Full Screen, Print, Measure, Search, and a small '114' notification box.



**File Attachments for Item:**

**C. RESOLUTION NO. 5074: AUTHORIZING THE INTERIM CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH GRANT GAGER FOR THE HIS EMPLOYMENT IN THE ROLE OF CITY MANAGER.**

**RESOLUTION NO. 5074**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH GRANT GAGER FOR HIS EMPLOYMENT IN THE ROLE OF CITY MANAGER.**

\* \* \*

**WHEREAS**, the current City Commission has, through a formal hiring process, determined and resolved to hire Grant Gager as the City of Livingston’s City Manager; and

**WHEREAS**, the Interim City Manager, Lisa Lowy, has served faithfully through the transition, while the City sought a new permanent City Manager; and

**WHEREAS**, the Commission has negotiated with Grant Gager to provide services as the City Manager, and there is now an agreed contract for services prepared that outlines the duties and obligations of the parties, all according to the terms and conditions specifically set forth in the agreement attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the Chair has requested that the City Commission approve the contract for Grant Gager employment as the new City Manager and grant the City Manager the authority to sign the agreement attached hereto and incorporated herein as Exhibit A.

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

The City Manager is hereby authorized to enter into the agreement attached hereto and incorporated herein as Exhibit A.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of November 2022.

\_\_\_\_\_  
**MELISSA NOOTZ - Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

Resolution No. 5074  
Authorizing the City Manager to Sign Professional Services Agreement with Grant Gager for role of City Manager

**Employment Agreement - City Manager**

City of Livingston, Montana And

Grant Gager

**INTRODUCTION**

This Agreement, made and entered into this 1st day of November, 2022, by and between the City of Livingston, Montana (City), a municipal corporation, and Mr. Grant Gager (Manager), an individual who has the education, training and experience in leadership, public administration and local government management, agree as follows:

**WITNESSETH:**

**WHEREAS**, the Commission desires to employ the services of Manager, as City Manager of the City of Livingston, as provided in Chapter 2 of the Livingston Municipal Code (the "LMC");

**WHEREAS**, it is the desire of the Commission to provide certain benefits, establish certain conditions of employment, and to set working conditions of the Manager;

**WHEREAS**, it is the desire of the Commission (1) to secure the services of Manager and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Manager's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating the Manager's services at such time as he may be unable to fully discharge his duties, within the discretion of the Commission, due to disability, or when the Commission may otherwise desire to terminate his employment; and,

**WHEREAS**, Manager desires employment as City Manager of the City;

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

**Section A. Term**

The term of this Agreement is for an initial term of three (3) years beginning November 2, 2022 through December 1, 2025. Dates may be amended by mutual agreement of the parties based on transition time and relocation status. In the event the Agreement is not renewed, all compensation, benefits, and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement unless Manager voluntarily resigns.

**Section B. Duties and Authority**

Commission agrees Manager is to perform the functions and duties specified in any relevant existing or future enactments of the LMC, Resolution, or State Statue governing the City of Livingston and to perform other legally permissible and proper duties and functions.

**Section C. Salary**

At the commencement of the contract term a base annual wage of \$160,000, payable in accordance with normal City policy and pay practices shall be paid to the Manager. Salary considerations will be made at each renewal of the Agreement based on merit and/or market

adjustment or at the discretion of the Commission. Manager will accrue longevity according the standards set out in the City of Livingston Employee Policy and Procedure Manual.

**Section D. Performance Evaluation**

The Commission will conduct a facilitated performance evaluation at the six (6) month anniversary of Manager's start date which will be completed and finalized within 30 days of the six-month anniversary. Facilitated evaluations will occur at the anniversary of the Manager's employment anniversary date (December 1). The process, at a minimum, shall include the opportunity for both parties to:

- a. prepare a written evaluation
- b. meet and discuss the evaluation and agree to the process
- c. present a written summary of the evaluation results

The final written evaluation should be completed and delivered to the Manager within thirty (30) days of the annual anniversary date.

**Section E. City Vehicle**

Manager shall be provided a monthly vehicle allowance of \$400 per month for use of personal vehicle for City related business. Mileage beyond 50 miles per trip will be reimbursed at the current Internal Revenue Service mileage allowance for when travel occurred.

**Section F. Health Benefits**

Commission agrees that the Manager will be provided the standard stipend received by all City employees for the purchase of health insurance benefits provided by the City.

**Section G. Sick Leave Accrual**

Commission agrees the Manager will accrue sick days at a rate of one (1) sick day per month. Upon first day of active employment, Manager shall be credited with 40 hours of sick time and shall accrue sick time based on the normal accrual from that date forward. Upon the end of employment, the Manager will receive the value of one quarter ( $\frac{1}{4}$ ) the value of accrued and unused sick time.

**Section H. Vacation**

Commission agrees the Manager will accrue vacation at a rate of 120 hours (15 days per year) and shall follow the accrual rates of all other staff as tenure increases. Manager may carry up to two times the total allowance in the next year. Vacation in excess of this limit must be used in the first ninety (90) days of the calendar year. Any remaining excess vacation at the end of this time period will be forfeit. For the purpose of calculation and using vacation, one (1) vacation day equals eight (8) work hours. At the end of employment, the Manager will be compensated for any accrued unused vacation at his current rate of salary.



**Section I. Administrative / Personal Leave**

The Commission agrees that the Manager will receive seven (7) days of administrative leave each fiscal year. Administrative leave does not accrue, cannot be carried into the next fiscal year, and is not eligible to be paid out upon the end of employment. Administrative leave must be used on a fiscal year basis beginning on July 1 and ending on June 30. For the initial term of the contract beginning November 2, 2022, Manager shall be eligible for the full 7 days to allow time for relocation.

**Section J. Deferred Compensation**

The Commission agrees the City will contribute standard employee retirement contribution of 3% match of the Manager's base salary to the ICMA-RC Deferred Compensation program or other deferred compensation program at the Manager's discretion. Additionally, the Manager shall be entitled to participate in the Montana PERS compensation program.

**Section K. Life Insurance**

The Commission agrees the City will purchase and pay the required premiums on two (2) term life insurance policies, one equal to an amount of \$100,000, for the Manager and one for the City equal to an amount of \$50,000, with the following entities as primary respective beneficiaries:

- a. Manager's designated beneficiary and
- b. The City of Livingston

The City Manager will have 30 days from start date to complete the requirements to secure the insurance contract and coverage.

**Section L. Other Employee Benefits**

The Commission agrees that any benefit not specifically mentioned in this Agreement will fall under the guidance of the City of Livingston Employee Policy and Procedure Manual. All clauses in this Agreement supersede the City of Livingston Employee Policy and Procedure Manual.

**Section M. Business and Professional Expenses**

The Commission agrees to pay for professional dues, subscriptions, and training for the Manager's business needs or professional development. City will pay for professional conferences at the local, state, and national level as well as necessary travel and expenses in accordance with City policies. The Commission agrees to specifically pay for membership and dues to Great Open Spaces City/County Management Association and the International City/County Management Association.

The Commission agrees to provide the Manager with all technology requirements to efficiently complete his tasks including, but not limited to:

- a. desktop computer
- b. laptop computer
- c. cellular phone (Manager to provide preference for Android or iPhone platform).

**Section N. Hours of Work**

The Commission agrees that the Manager is required to devote significant time outside normal office hours on City business, and to that end, Manager shall be allowed to establish a flexible work schedule with the intent to normally be available during business hours.

**Section O. Outside Work Activities**

This Agreement shall represent the Manager’s primary employment. However, the Commission agrees that the Manager may accept limited consulting or promotional opportunities for compensation. Any such arrangement will be on the Manager’s personal time (including vacation) and will not constitute interference with or a conflict of interest with his responsibilities under this Agreement.

**Section P. Termination**

For the purpose of this Agreement, termination shall occur when:

- a. The majority of the governing body votes to terminate the Manager at a duly authorized public meeting
- b. The Commission, citizens, or legislature acts to amend any provision of LMC or enabling legislation pertaining to the role, powers, duties, authority, or responsibilities of the Manager’s position that substantially changes the form of government or

Manager's working conditions, the Manager shall have the right to declare that such amendments constitute termination.

c. If the Commission reduces the base salary, compensation, or any other financial benefit of the Manager, such action shall constitute a breach of this Agreement and will be regarded as a termination.

d. If the Manager resigns following an offer or suggestion by the Commission to resign, whether formal or informal, the Manager may declare a termination as of the date of the offer/suggestion.

e. Breach of contract declared by either party with a 30-day cure period. Written notice of a breach of contract shall be provided to the other party to be served at 220 East Park Street Livingston, MT 59047.

**Section Q. Severance Pay**

Severance shall be paid to the Manager when employment is terminated as defined in Section O. Severance shall be equal to six (6) months of regular pay and continuation of benefits at the City's expense. The Manager will cease to have access to any City-provided vehicles, assets or technology and will no longer accrue vacation or sick time. Accrued vacation and sick time will be paid out in accordance with Section G and Section H of this Agreement.

The Manager is not entitled to severance pay of any kind under the following conditions:

- a. If the Manager is terminated due to being convicted of a felony;
- b. death;
- c. disability for more than six (6) months;
- d. malfeasance in office;
- e. abuse of public office for personal gain.
- f. the contract ends or is not renewed.

**Section R. Resignation**

If the Manager chooses to voluntarily resign his position, the Manager shall provide thirty (30) day notice to the Commission unless the parties agree otherwise.

**Section S. Relocation Expenses and Residency Requirement**

Manager is required to reside within the city limits of the City of Livingston during employment under this Agreement and within 12 months of his start date. Dates may be amended by mutual agreement of the parties based on transition time and relocation status. The Commission agrees to provide \$15,000 towards relocation expenses on a reimbursable basis. Should the Manager resign or be terminated for cause during the initial 3 year term of the contract the Manager agrees to reimburse a pro-rated amount of the relocation expenses based on tenure.

**Section T. Indemnification**

Beyond that required under Federal, State, or Local Law, Commission agrees that the City will defend, save harmless, and indemnify Manager against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Manager's duties or resulting from the exercise of judgement or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The manager may request and the Commission shall not unreasonably refuse to provide independent legal representation at the City's expense and Commission may not unreasonably withhold approval. Legal representation, provided for the City for Manager, shall extend until a final determination of the legal action including any appeals brought by either party. The Commission, other than in an action brought by the City against the Manager, or an action filed against the City by the Manager, shall indemnify Manager against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by such Manager in connection with or resulting from any claim, action, suit, or proceedings, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the Commission in order for indemnification, as provided in the Section, to be available.

Manager recognizes that Commission shall have the right to compromise, and

unless the Manager is a party to the suit over which Commission shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Manager. The Commission and the Manager understand that neither may have the ability to veto a settlement by the City's insurer. Further, Commission agrees to pay all reasonable litigation expenses of Manager throughout the pendency of any litigation to which the Manager is a party, witness, or advisor to the Commission. Such expense payments shall continue beyond Manager's service to the Commission as long as litigation is pending. Further, Commission agrees to pay Manager reasonable consulting fees and travel expenses when Manager serves as a witness, advisor or consultant to Commission regarding pending litigation.

#### **Section U. Integration**

This Agreement sets forth and establishes the entire understanding between the Commission and the Manager relating to the employment of the Manager by the Commission. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this agreement.

#### **Section V. Binding Effect**

This Agreement shall be binding on the Commission and the Manager as well as their heirs, assigns, executors, personal representatives, and successors in interest.

**Section W. Severability**

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

**Section X. Applicable Law**

This Agreement shall be governed in all respects by the laws of the State of Montana. It is agreed that this Agreement has been executed in Livingston, Montana. It is further agreed that jurisdiction for any dispute arising from this Agreement shall be in Park County, Montana, and Venue is the Sixth Judicial District Court, in Park County, Montana.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

\_\_\_\_\_  
Lisa Lowy

\_\_\_\_\_  
Grant Gager



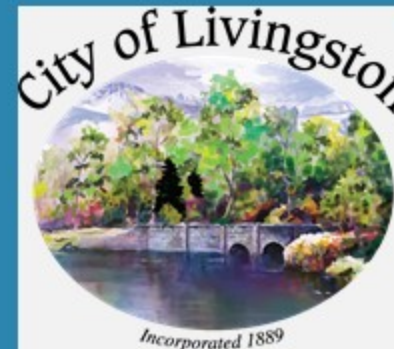
Interim City Manager

**File Attachments for Item:**

**A. DISCUSS/APPROVE/DENY: ACCEPTING ARPA VISIONING COMMITTEE RECOMMENDATIONS FOR DISPENSATION OF REMAINING ARPA FUNDS, AND AUTHORIZING THE INTERIM CITY MANAGER TO SIGN ANY REQUIRED DOCUMENTS.**



# ARPA Visioning Ad-Hoc Committee



Madam Chair and Members of the Commission:

On behalf of the ARPA Ad Hoc Committee ('Committee'), for your consideration we are pleased to present you with our final recommendations for the dispensation of remaining ARPA Funds.

As a reminder, the ARPA Ad Hoc Committee is made up of: Warren Mabie, Commissioner Schwartz and Tim Stevens with a tremendous amount of much-appreciated support from Lisa Lowy and Faith Kinnick. Please also note that committee member Tim Stevens hereby discloses a conflict of interest with one particular grant recommendation- the Livingston Drop-in Center, an effort that is led in part by Amy Titgemeier Stevens who is Tim's wife. However, neither Tim nor Amy will financially benefit from this grant. Note also that about half of the organizations the committee is recommending for ARPA funding are current or past grantees Tim Stevens' employer, the Kendeda Fund. This is not a conflict but something you should be aware of.

Throughout this process, the Committee has taken the task of making these recommendations very seriously as we fully appreciate the gravity and responsibility of allocating precious taxpayer dollars to benefit the community as we continue to recover from the direct and indirect impacts of the covid pandemic.

As you'll recall, per Resolution 5027, the Committee was established to provide recommendations as to the 'buckets' for disbursement of remaining ARPA funds; rank priorities for recommended 'buckets' and recommend approximate percentages that should be reserved for each 'bucket'. That task was completed, and those recommendations were made to the commission. Recommendations included funding a handful of requests that had already been made which were a 'fit' for funding (including a city water and sewer project) and recommending that the remaining \$1.1 million be allocated to the nonprofit community, as we see the work of the nonprofit community providing the maximum impact for the community. We also recommended a process for soliciting and reviewing requests as well as an RFP form to use for the requests. The commission accepted each of these recommendations and also tasked the committee with reviewing the requests and making recommendations for funding allocations.

Thanks to the hard work of Lisa Lowy and Faith Kinnick, the RFP requesting proposals was issued to the nonprofit community in August of 2022, providing a 30-day period to submit a funding request. Our partners at the Park County Community Foundation were also very helpful in getting the word out to the nonprofit community about this opportunity.

In total we received 20 funding proposals requesting \$2.9 million. With \$1.2 million to allocate, the committee had to make some difficult decisions, which we did during a 3-hour 'marathon' session on September 26. The Committee discussed in detail every single request and we worked to apply the same considerations and standards to each request. We feel that we were able to make fair, efficient and consistent decisions thanks to the comity and preparedness of the group and thanks to the thorough materials and support from Lisa and Faith (and we also roped in Courtney Lawellin who was most helpful).

Livingston is blessed with a wealth of well-run nonprofit organizations that are efficient, strategically focused and cover the breadth of need in our community. The Committee believes that the organizations we are recommending to the city for ARPA funding all fit within work that's being done- or has been done- to address the direct and indirect impacts of the covid pandemic. Our funding recommendations reflect that span of need; including health and wellness, social services, environment, arts and culture, housing and community support. In

many cases, our funding recommendation is for only a portion of the request- in part usually because we were trying to impact as many organizations and sectors as we could.

It should not be interpreted that the organizations we are not recommending for funding are any less deserving of support for their work. In most cases, the request was either not a fit for the funding or the 'ask' was beyond what could be afforded with the resources available.

To be sure, not everybody will be happy with our recommendation but given the resources available coupled with the scale of the overall requests, we believe that the recommendations for your consideration will maximize the community impact of the ARPA funds entrusted to the city.

We look forward to visiting with the city as you consider our recommendations on November 1.

Thank you again for the opportunity to assist you in this task.

**File Attachments for Item:**

**B. DISCUSS/APPROVE/DENY: ACCEPTING THE GUIDING PRINCIPLES STRATEGIC PLANNING COMMITTEES RECOMMENDED CHANGES TO THE 2019-2024 CITY OF LIVINGSTON ORGANIZATIONAL STRATEGIC PLAN MISSION, VISION, VALUES, AND GOALS STATEMENTS.**

CITY OF LIVINGSTON  
ORGANIZATIONAL STRATEGIC  
PLAN 2019-2024

APPROVED 05 MARCH 2019



Status Update: 18 March 2022

GUIDING  
PRINCIPLES FOR  
STRATEGIC  
PLANNING  
AD-HOC  
COMMITTEE



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

### Vision

Livingston as a community is:

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

### Goals

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

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

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

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

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

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

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

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





# LIVINGSTON

## Montana

### RESOLUTION NO. 5013

Temporary Ad-Hoc Committee to Review the Mission, Vision, Values and Goals statements of the city of Livingston.

*Evaluation exercise of current statements.*

## Instructions:

Take each page one at a time

Reflect on each statement

1. Bring your own experience
2. Think about any external data that supports your perspective,  
please note that the date

Write in the  $\Delta$  column what you think needs to be changed

In the + column write what you like about the statement

Place any comments in the last section

## Overview

**Mission:** We provide essential services, quality of life opportunities, and maintain what is best about Livingston while providing for growth in a manner that is fiscally responsible, with integrity and compassion.

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

### Values

1. Collaborative
2. Excellence
3. Integrity
4. Innovation
5. Stewardship

### Goals

1. Quality Workforce
2. Financial Stewardship
3. Integrity
4. Public Engagement/Collaboration
5. Safe and Healthy Community

### Greatest Issues Facing the city:

#### Wyeth

Reasonable housing
Workforce; pay and availability
Vision for growth
Maintaining an economically diverse population
Creating a vibrant downtown area
Supporting infostructure needs with a tourist economy
Reducing sprawl
Support our private business so we can keep it local
Standards for the quality of our services
I feel like a lot of the problems facing the community are because of our recent economic prosperity we should try and maintain that prosperity

#### Melissa

Housing availability and housing diversity is low
Livable wage for workers doesn't match housing prices
Tourist economy pays lows wages
Lack of diversity in jobs (a lot of jobs are based around the tourist economy)
The community infrastructure (especially connecting the north and south sides, and connecting newer north side subdivisions to pre-existing neighborhoods) is not supportive of multi-modal transportation
Tourist economy puts pressure on decreasing our available housing stock
High potential for sprawling and unsustainable development that is not following building/subdivision regulations while housing demand pressures are high

#### Karrie

Growth
Housing
Lack of a City Budget
Staffing Shortage
Aging infrastructure
Changing Climate

#### James

Crime – Major Narcotic Corridor
Railroad Crossing
Growth Management
Financial Health
Scarcity

#### Tom

Growth: Maintaining the city's traditional character while planning for growth
Maintaining the city's boundaries-a city surrounded by open space- growth through consolidation inside boundaries rather than sprawl- Implementation of the growth policy.
Housing: Planning for affordable housing for all citizens of all income levels
Strengthening the downtown as a commercial center, parking, housing, commercial and cultural life

**Mission:** We provide essential services, quality of life opportunities, and maintain what is best about Livingston while providing for growth in a manner that is fiscally responsible, with integrity and compassion.

△ What should change?

“maintain what is best” this is a hard-to-understand statement.

quality of life opportunities – I do not understand this

‘providing for growth’ -what kind of growth?

Quality of life opportunities

Providing for growth in a manner that is fiscally responsible

Integrity and compassion

Quality of life opportunities

Integrity and compassion

⊕ What is positive?

fiscally responsible, with integrity and compassion – I like these as how's

fiscally responsible, with integrity and compassion

It's a good sentiment, and should be more clearly defined

It's good to include growth – but the info from the community is what should be prioritized before \$\$

The sentiment is good

Essential Services

While MANAGING growth

Fiscally responsible

Integrity and compassion

maintaining the traditional character

General Comments

It is easy to understand what essential services and the end fiscally responsible, with integrity and compassion. The middle is very hard to understand and needs more expression.

Should equity be included in this statement

It's a nice sentiment, but it isn't clearly defined – potentially add/address some key themes from the GP concerning housing/alternative transportation/etc

Prioritizing growth based on fiscal responsibility is unclear, and not in line with our GP

These seem subjective, I wonder if there is a way to make the more quantitative

Foundation-level of city business

That's not really the city's responsibility. Can't be done fairly across the board.

Growth needs management, growth is a by-product of a well-run city

Good inclusive words with meaning.

We supply/deliver essential city services to maintain what is best about Livingston while managing growth in a manner that is fiscally responsible, with integrity and compassion. -J.Willich

We should emphasize that growth should build on what the existing character of Livingston

**Mission:** We provide essential services, quality of life opportunities, and maintain what is best about Livingston while providing for growth in a manner that is fiscally responsible, with integrity and compassion. while strengthening the traditional character of the city

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

△ What should change?

This is a very broad vision and is full of how's, not outcomes. A vision is a place that we are going not a way to get there. Also, anytime you could apply a vision statement to any type of organization it is too broad.

“respectful of our unique history”-include environment/landscape/et

leaders

Create a vibrant home

diversity

Unique history

Full of opportunity

Is home the right word- or something that implies town urban etc.

Dedicated team

leaders

Vibrant home

⊕ What is positive?

‘working in collaboration with a diverse community’

Dedicated, collaboration

diversity

Unique history

Good statement

Vibrant home surrounded by natural beauty- right thought- wording could be more descriptive

History

Natural beauty

Diverse community

General Comments

Are we trying to create this or is this the way we want to behave?

Who we are talking about when we say leaders might be more clearly defined

Many would say this is already a vibrant home, this implies it is not – maybe change to \*maintain/support/etc

Recognize existing diversity, address increasing diversity while maintaining existing

Add to this – recognizing layered history of this place


Unclear what this means

We should make an effort to not let the city expand through sprawl- a community surrounded by open space.

This is vague at best. I realize I’m writing my notes ex post facto, but the reality is the same.


If this is the “destination” of the MVV plan, then what are we looking for?

1. **Collaborative:** We work together effectively and transparently with the public, our boards and committees, community partners, private entities, other governments, and within our own organizations.

 What should change?

Add non-profits

Transparent – redundant from earlier

 What is positive?

I like this statement

'work together effectively and transparently'- this is an important statement, that we need to continue to improve upon

Transparency in all public business

General Comments

I like this statement. It expresses the value of collaborative.


Private entities is on here which implies businesses, should add non-profit organizations b/c there is a lot of opportunity here to get things across the finish line w/ non-profit partnerships

Should we add nonprofits to this list?

Some city boards do not have published agendas and minutes even though they hold formal public meetings

Feels a little run-on, but otherwise acceptable.

2. **Excellence:** We provide dependable, quality services through flexible and customer focused efforts with maximum competence.

 What should change?

I do not like the use of the word "customer" is not citizen better

Also the word focused feels to unspecific


Customer?

"quality services"-Excellence should include more that just services

"customer focused"- customer feels like the wrong word

Customer

Flexible

 What is positive?

I like maximum competence

Dependable, quality services

Maximum competence

General Comments

I would say that dependable, quality flexible and customer focused is not really excellence. Just feels very soft and not excellent.


People that live here aren't really "customers". We also serve people who don't pay taxes here (county residents, tourists, etc)

Good statement

We provide dependable, quality service with maximum competence.



3. Integrity: We are transparent, trustworthy, and honest; committed to doing what is fair and just while maintaining a sense of humor and sense of community.

 What should change?

I feel like a sense of humor seems like a miss from integrity

Sense of community feels off also see above


Maintaining a sense of humor

“sense of humor” - humor seems incorrect -perhaps sense of humility

Sense of humor????

Transparent – redundant with collaborative

Sense of humor

 What is positive?

I like transparent, trustworthy, and honest.

Transparency

trustworthy

“We are transparent, trustworthy, and honest; committed to doing what is fair and just”

sense of community

Trustworthy and honest

Sense of community

General Comments


I might think about a statement around being fair and just while applying the regulations and law.

Is this an appropriate place for this? What does humor have to do with integrity? I’m not sure – would love to discuss this.

Would love to have more clarity on what this means to the community

I would love to hear more about what this means to the community

### 4. Innovation: We are creative and efficient in seeking new ways to solve problems and embrace change.


 What should change?

Add while centering our community values and comprehensive plan (aka growth policy) priorities

“We are creative and efficient in seeking new ways to solve problems and embrace change.” this statement feel like it needs to be flushed out more

While providing all citizens a home within community

The whole thing, but only just the order

 What is positive?

In general, this statement appeals to me.

The whole statement

Innovation

Efficient

Solve problems


General Comments

I like that innovation for us is seeking new ways. This means we are not always forced to create new ideas we can find them else were and use them for our community.

Good statement- could be a place to insert a statement about housing for all income levels

We are always seeking to find new and efficient ways to solve problems within our community.

5. **Stewardship:** We carefully and responsibly manage our city’s infrastructure, employees, fiscal resources, and environmental impacts.


 What should change?

I think this misses managing the economic benefit.

Add – prioritizing our community’s vision and values

Add something about stewarding opportunities to maintain/support our community

impacts

 What is positive?

It’s the definition of stewardship

General Comments


How do the business that support the wages in the community get served?

Are we including that we are stewards of current residents? Or do we just focus on increasing economic benefits and supporting more development? Would love to discuss this more with the group


Stewardship is a great value- but then we change to “manage” in the statement which seems a bit forceful or militaristic. It might be nice to include stewardship of other things – when I think of stewardship I think of a leader and a partner

It’s literally the definition of the word. I think the order should be infrastructure, fiscal resources, employees, and environment.

1. **Quality Workforce:** Instill a culture that attracts and sustains knowledgeable and engaged employees who embody the City's organizational values.

 What should change?

Not sure that culture is the way that we achieve these outcomes.  
Are we managing an organizing that ...?  
Culture – not a great word in general


 What is positive?

' Instill a culture that attracts'- this is positive but could be improve to include "culture and reputation"  
Attract and sustain

General Comments

I like the quality workforce header  
Not sure we have enough guidance towards management.  
Do we prioritize a living and competitive wage in this goal?  
I don't think the #1 goal of the City of Livingston should be the quality workforce.  
This goal should be #5

## 2. Financial Stewardship: Create and maintain a financially sustainable budget to fund first the City’s responsibilities and then community enhancements by incorporating the City’s values and innovative funding sources.

 What should change?

by incorporating the City’s values and innovative funding sources – this section lost me. Not sure how the City’s values fit here?


Innovative funding sources make me a little nervous

“fund first”

Responsibilities then enhancements

“community enhancements’- perhaps Community wants or needs might be better?

Innovative funding? Absolutely not.

 What is positive?

Create and maintain a financially sustainable budget to fund first the City’s responsibilities and then community enhancements. Makes total senses

Sustainable budget

Responsibility first, then enhancements

General Comments

I might try something like “Develop the Cities funding sources to create a sustainable budget that funds the city’s responsibilities and then community enhancements.”

The priority of budget spending seems very specific to be part of the SP top line goals – either it is something that would be set out from the commission’s priorities and during budget meetings – or we could put our values in this statement (like competitive wages, housing priorities, etc)


There may be a better way to say this now that we have a robust growth policy/comprehensive plan.

This statement could include funding partnerships

Drop everything after enhancements, it’s superfluous.

This goal is properly in the #2 position

### 3. Infrastructure: Build and maintain infrastructure now and into the future in a strategic and responsible manner that promotes and sustains existing neighborhoods and accommodates growth.

 What should change?

Maybe a comment about population vs neighborhoods?

'strategic and responsible' seems repetitive, the we promote and sustain

Add that it should follow the growth policy vision and priorities


Accommodates growth

Could this be a place where we introduce the notion of growth through consolidation within city boundaries

Now and into the future

Promotes and sustains neighborhoods

And accommodates growth

 What is positive?

I like the focus on long-term infrastructure the community has been to reactive in the past.

Build and maintain infrastructure

General Comments

After infrastructure needs a rewrite.

Anticipates growth based on our community growth policy?


Should this include a reference to consider climate change or our changing climate when building new infrastructure?

We should put a descriptor on growth- healthy, compatible something like that

Build and maintain infrastructure in a manner consistent with the safe and responsible operation of the city.

This goal should be #4

### 4. Public Engagement/Collaboration: Inform and empower the community through open dialogue, user-friendly access to information, and a welcoming environment.

 What should change?

Not sure how collaboration and engagement is outlined in the statement.


Two-way dialogue where the community can engage with the city also

inform

“a welcoming environment’ - could be improved by adding inclusive

‘Collaboration’ - I think collaboration is very important but it does not seem to be included very well in the actual statement

“Collaboration”

 What is positive?

I do like the comments in the statement

User-friendly access to info

Welcoming environment

“user-friendly access to information” - this is very important and we need to continue to improve upon

Good statement

Access to information

Open dialogue

General Comments


I have always believed a small personal government will create engagement. Maybe too aspirational?

Perhaps change inform to provide information

We empower the community through open dialogue, easy access to information, and a welcoming environment.

This goal should be #5

### 5. Safe and Healthy Community: Foster community resilience by facilitating access to health & wellness resources, enhancing multimodal connectivity and providing stewardship of our natural environment.

 What should change?

I am not sure I know what the statement means. It could just be ignorance.

Stewardship of our natural environment seems like a stretch hear? Maybe that needs to be included under stewardship?


Facilitating access enhancing

What is multimodal connectivity? Resilience???? Don't know what replaces this but I don't know what this means

Nothing in this statement says anything about safety.

Multimodal connectivity?

Stewardship is already a goal

 What is positive?

Foster Community resilience is great

Stewardship of the natural environment

That it was included is the only positive I see.

General Comments

How does the mental health issue show up hear?

I'm not exactly sure what this means in this context

Improve this verb – perhaps to something like invest/improve/expand

“Safe and Healthy Community:” - this makes me consider our lack of affordable, how do talk about safe and healthy community when community members are losing their homes as rental turn to STRs and even the middle class can't afford to purchase a home.

while maintaining a wholesome place to live for all citizens.

Very confusing and essentially meaningless statement.

Whole thing needs to be re-done.

We ensure a safe community through well-trained, competent, and rational employees while supporting access to health and wellness services.

This goal should be #1, after it's re-written.



## Next steps: (for 6/1)

1. We worked on the struggles facing the community. We now want to focus on the great things about the community. - Complete a list of the strengths of Livingston.
1. The Vision statement was not a destination or goal it was a how. Let's just do some brainstorming on where we want the city to go. This can be words or sentences.
1. We discussed the addition of a value of transparency or adjust/remove innovation.

## Greatest strengths and opportunities for Livingston:

We have a very engaged, passionate and knowledgeable community
Incredible landscape and environment
We are the only year round entrance to Yellowstone National Park
Small town, historic character
Parts of our city are very walkable/bikeable
Close proximity to many natural resources
The optimistic and growing economy
The downtown
Ability to connect with any person you need
The natural beauty, mountains and river
Location, near YNP and Bozeman
Restaurants, bars and art gallery's
The Shane, Community Closet, and Food resource center
Area history and character
Access to so many great activities

strong sense of community - people who live here are invested in this place
lots of outdoor opportunities
business owners who collaborate with each other and the city
many non-profits that want to collaborate with the city
county gov't that wants to collaborate with the city
near YNP, Bozeman, and near two different more rural valleys w/ smaller communities
solid existing businesses, more seem to want to come
great community engagement, w/in and outside of gov't
community support for most funded essential services
The river/wind/environment
The small size
The downtown people/owners
The city employees I interact with have been and continue to be great people
The raw potential

STRENGTHS
A great downtown
A city in the landscape- minimal sprawl. And the opportunity to keep it that way
Terrific traditional (alleys) residential grid
An engaged population that cares about the city
OPPORTUNITIES
An enlightened growth policy

*Focus on abundance and prosperity, not struggles and scarcity.*

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

## Example Vision Statements – to inspire [Good Article](#)

### Hampton County, SC

Vision: “As one of the most progressive, small counties in the state, Hampton County seeks to uphold its...

- Vibrant Economy...
- Rural Quality of Life...
- And Sense of Community Pride...”

Mission: “The mission of Hampton County Government is to provide quality public services in a timely and competent manner, and to work with the cooperation of the community and other local government units to create a vibrant and healthy physical, social and economic environment. Services shall be provided in a fair, respectful and professional manner consistent with available human, natural and economic resources.”

### City of Toronto, Canada

Vision: Toronto’s vision is four-pronged:

- Toronto is a caring city.
- Toronto is a clean, green and sustainable city.
- Toronto is a dynamic city.
- Toronto invests in quality of life.

Mission: To serve a great city and its people

### Kansas City, MO

Vision: “Our local government will be nationally known for its transformative efforts that make Kansas City the diverse and sustainable community of choice for people to live, work, and play as a result of its safety; vibrant neighborhoods; business, educational, and cultural opportunities; connectedness; and vitality.”

Mission: “The mission of the City of Kansas City, Missouri is to deliver quality, customer-focused municipal services with an emphasis on public safety, neighborhood livability, job creation, responsible planning for economic growth, infrastructure improvements, transportation systems, public health, and the environment. In pursuit of this mission, we use data to make decisions and measure progress based on economic, social, and environmental factors.”

**The city of Pacific Grove** will thoughtfully grow as an inclusive seaside community that protects residential character, historic resources, promotes multi-beneficial development, and ensures respect for the environment.

### Mayo Clinic

Vision: “Mayo Clinic will provide an unparalleled experience as the most trusted partner for health care.”

Mission: “To inspire hope and contribute to health and well-being by providing the best care to every patient through integrated clinical practice, education and research.”

**Tesla:** To accelerate the world’s transition to sustainable energy.

**Nike:** Bring inspiration and innovation to every athlete\* in the world.

\*If you have a body, you are an athlete.

**TED:** Spread ideas.

**Google:** To organize the world’s information and make it universally accessible and useful.

**Warby Parker:** To offer designer eyewear at a revolutionary price, while leading the way for socially conscious businesses.

**Amazon:** To be Earth’s most customer-centric company, where customers can find and discover anything they might want to buy online.

**Loreal:** To provide the best in cosmetics innovation to women and men around the world with respect for their diversity.

Promote multi beneficial  
development

Strong Economy

We want the character of Livingston to  
persevere as we grow.

Inclusive

ral  
vn. We  
e lot

## Vision

Livingston is:

- A welcoming inclusive & economically vibrant community
- Continuing/preserving/honoring its character
- Maintaining its relationship to the open land
- People love living here

tructures

Maintain  
our environ

Love Toro

We are an adap  
community

## Next steps: (for 6/8)

1. Work on creating a draft of the vision statement. (see slide 20 and 22)
1. Review the categories for goals and values. Do we have them right? (slide 23)
1. For extra credit start to think about the mission statement.

Promote multi beneficial  
development

Strong Economy

We want the character of Livingston to  
persevere as we grow.

Inclusive

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## Vision

Livingston is a community that is:

- Engaged, equitable and resilient (People)
- Vibrant and economically diverse (Economy)
- Fostering its unique physical character (Place)
- Maintaining its relationship to the open land (Context)

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We are an adap  
community

## Overview

**Mission:** We provide essential services, quality of life opportunities, and maintain what is best about Livingston while providing for growth in a manner that is fiscally responsible, with integrity and compassion.

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

### Values

1. Collaborative
2. Excellence
3. Integrity
4. Innovation
5. Stewardship

### Goals

1. Quality Workforce
2. Financial Stewardship
3. Infrastructure
4. Public Engagement/Collaboration
5. Safe and Healthy Community

## Goals

1. Safe and Healthy Community
2. Public Engagement/Collaboration
3. Financial Stewardship
4. Quality Workforce



## Next steps: (for 6/29)

1. Review vision statement draft
2. Review goals
3. Think about values

Promote multi beneficial

Strong Economy

We want the character of Livingston to persevere as we grow

## Vision

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## Goals

1. Safe and Healthy Community
2. Public Engagement/Collaboration
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4. Quality Workforce

## Goals

Implement growth policy in order to:

## Things that we have talked about

Smart Growth – 3.4

Housing – 5 + Housing action plan 5.1.2.1 – vacation rental

Zoning/Planning

Transportation – northside rail and active trails - 8

Arts

Nonprofits

Safety – 7.1 & 7.2

- Crime rates
- Mental Health
- EMS response

Recreation indoor and outdoor

Supporting business and investment – 6.1 – economy section 6

**Adjust zoning and planning regulations to reflect the growth policy**

## Next steps: (for 7/6)

1. Review vision statement draft
2. Draft some new goal statement
3. Think about values

## New Vision Statement:

### Vision

Livingston is a community that is:

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## Goals

1. Safe and Healthy Community
2. Public Engagement/Collaboration
3. Financial Stewardship
4. Quality Workforce
5. Execute/prioritize/implement housing action plan
6. Implement Growth Policy (Smart Growth)

## Things that we have talked about

Smart Growth – 3.4

Housing – 5 + Housing action plan 5.1.2.1 – vacation rental

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## Values

1. Collaborative
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## Next steps: (for 7/13)

1. Pull out at least five statements from the growth policies as potential goals

## Goals

1. Safe and Healthy Community
2. Public Engagement/Collaboration
3. Financial Stewardship
4. Quality Workforce
5. Execute/prioritize/implement housing action plan
6. Implement Growth Policy (Smart Growth)

## Things that we have talked about

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Supporting business and investment – 6.1 – economy section 6

**Adjust zoning and planning regulations to reflect the growth policy**

## Wyeth

Objective 2.2.2: Establish Livingston as a community recognized for its diverse recreational opportunities, and parks and trails system.

Objective 2.2.3: Support traditional neighborhood design and active transportation.

Objective 3.1.2: Support economic, social, and environmental links between Livingston, the Extra-Territorial Jurisdiction (ETJ), and Park County by strengthening regional development planning.

Strategy 3.1.1.6: Encourage residential developments to provide neighborhood commercial areas serving residents within walking distance.

Not in the growth plan just my words: Implement policies and regulations that encourage the development of housing options for residents of the community. Focused on affordability and everyday citizens.

Goal 5.1: Provide housing options to meet the needs of all residents.

Objective 5.1.5: Create housing programs to retain employees, the elderly, and long-term residents.

## James

1) Adopt the land use plan. Make the required zoning adjustments, but get the plan accepted as the tool to move forward

2) Goal 8.2: Create a complete and well-maintained transportation network within the City

3) Goal 7.1: Continue to provide a robust first response network to the City of Livingston

4) Goal 7.2: Ensure that residents' needs are met through local services

Tom

LAND USE

codification of the growth policy through the zoning code

Codification of the ETJ

Strategy 3.2.2.1: Initiate a comprehensive review of the Zoning Ordinance and adopt changes based on the Growth Policy.

Strategy 3.1.1.5: Evaluate and amend the zoning and subdivision ordinances to prohibit the development of large lot subdivisions inconsistent with Livingston’s historic development pattern within the City or Extra-Territorial Jurisdiction (ETJ).

Strategy 3.1.1.8: Reduce urban sprawl through compact development consistent with the Future Land Use Map of this Growth Policy.

HOUSING

Objective 5.1.5: Create housing programs to retain employees, the elderly, and long-term residents.

Strategy 5.1.1.4: Review and amend zoning ordinance and subdivision regulations to identify legislative changes required to provide housing that meets the needs of all residents.

- Thoughts we didn’t want to lose
- Land use and growth
- Transportation/infrastructure
- Local services
- Housing

Melissa

Active transportation plan implementation

Water-

- protecting our water supply-
- storm water mitigation (MS3?)- we need to plan for this before we hit 10,000 (population)
- groundwater infiltration into wastewater that makes us treat water that doesn't need to be treated

Wildland urban interface

Wildlife

Karrie

Obj 2.1.1 -Establish Community Gateway overlay zones to indicate entrances into Livingston and celebrate it's character.

Obj 4.1.5 Build Community resiliency to a changing climate.

Strategy 5.1.2.1 Explore creating a policy to regulate Short Term Rentals

Obj 10.2.1 Coordinate and Collaborate with other entities on planning, funding, and implementation of projects and programs that affect quality of live in Livingston and the surrounding region

Objective 2.2.3: Support traditional neighborhood design and active transportation.

Objective 3.1.2: Support economic, social, and environmental links between Livingston, the Extra-Territorial Jurisdiction (ETJ), and Park County by strengthening regional development planning.

Strategy 3.1.1.6: Encourage residential developments to provide neighborhood commercial areas serving residents within walking distance.

Not in the growth plan just my words: Implement policies and regulations that encourage the development of housing options for residents of the community. Focused on affordability and everyday citizens.

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Wildland urban interface

**Adjust current regulations to implement the Growth Plan. By Specifically:**

- Adjusting the Zoning code, Subdivision and Planned Urban Development process
- Addressing the Extra-Territorial Jurisdiction (ETJ)
- Create Community Gateway overlay zones
- Create policies that develop infill and limits annexation

**City Boundary and control over the ETJ**

## Transportation/infrastructure

- storm water mitigation (MS3?)- we need to plan for this before we hit 10,000 (population)
- groundwater infiltration into wastewater that makes us treat water that doesn't need to be treated
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Objective 2.2.2: Establish Livingston as a community recognized for its diverse recreational opportunities, and parks and trails system.

Goal 8.2: Create a complete and well-maintained transportation network within the City

Goal 7.2: Ensure that residents' needs are met through local services

*Connection to the North Side*

*Downtown Parking*

*Active Trails*

*Make sure infrastructure is update for future growth*

**Develop the needed infrastructure for continued growth. Specifically addressing:**

- **Connectivity to the northside**
- **Parking Downtown**
- **Active community and trails**
- **Stormwater and ground mitigation requirements for 10,000 residents**