



# Livingston City Commission Agenda

**April 15, 2024 — 5:30 PM**

City – County Complex, Community Room

<https://us02web.zoom.us/j/88469582322?pwd=x5zasKzXk74PEfxZ1GADb7wVAQGU7X.1>

**Meeting ID: 884 6958 2322**

**Passcode: 465497**

1. Call to Order

2. Roll Call

3. Public Comment

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

4. Consent Items

**A. APPROVAL OF MINUTES FROM APRIL 01, 2025, REGULAR MEETING PG.4**

**B. APPROVAL OF CLAIMS PAID 3/27/25 - 4/9/25 PG.59**

**C. JUDGES MONTHLY REPORT FEBRUARY 2025 PG.67**

**D. AGREEMENT 20168 WITH VIEW VISTA COMMUNITY PG.69**

**E. AGREEMENT 20169 WITH BNSF RAILWAY FOR PIPELINE PG.80**

**F. PURCHASE ORDER 20170 WITH SUNSET CHEVROLET INC. PG.103**

5. Proclamations

**A. A PROCLAMATION OF THE CITY COMMISSON OF THE CITY OF LIVINGSTON MONTANA, DECLARING APRIL 13 - 19 2025 AS ANIMAL CONTROL OFFICER APPRECIATION WEEK IN LIVINGSTON MONTANA PG. 108**

**B. A PROCLAMATION OF THE CITY COMMISSON OF THE CITY OF LIVINGSTON MONTANA, DECLARING APRIL 27 - MAY 4, 2025 AS LIGHT THE NIGHT FOR FALLEN FIREFIGHTERS IN LIVINGSTON MONTANA PG. 110**

6. Scheduled Public Comment

**A. PROSPERA**



**B. PARK COUNTY HOUSING COALITION PG. 112**

7. Action Items

**A. (WITHDRAWAL OF) RESOLUTION 5157: A RESOLUTION OF THE CITY OF LIVINGSTON, MONTANA, ANNEXING THE PARCEL AT 38 LOVES LANE. PG. 134**

**B. RESOLUTION 5159: A RESOLUTION OF THE CITY OF LIVINGSTON, MONTANA , ANNEXING THE PARCEL AT 38 LOVES LANE PG. 137**

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

**D. CLOSED SESSION TO DISCUSS PERSONAL PRIVACY PURSUANT TO MCA 2-3-203(3)**

8. City Manager Comment

9. City Commission Comments

10. 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. APPROVAL OF MINUTES FROM APRIL 01, 2025, REGULAR MEETING**



# Livingston City Commission Minutes

April 01, 2025

5:30 PM

City – County Complex, Community Room

Join Zoom Meeting

<https://us02web.zoom.us/j/84061574771?pwd=ORX9bo4XrJeo23QJ66bu7RQ2yPKjZo.1>

Meeting ID: 840 6157 4771

Passcode: 585214

## 1. Call to Order

Chair Schwarz called the meeting to order at 5:36pm

## 2. Roll Call

### Commissioners Present

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

### City Staff Present

- City Manager Grant Gager
- Policy Analyst Greg Anthony
- Chief of Police Wayne Hard
- City Attorney Jon Hesse
- Public Works Director Shannon Holmes
- Solid Waste Superintendent Van Garrick

### 3. Public Comment

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

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

Public Comment was offered by:

- Linda Maher asked for a consideration on how the utility bill is generated regarding the real rates vs. the average rates for the summer months and would like to see the month range change.

Vice Chair Nootz asked for this to be visited during the budget cycle and would like feedback from the Arborist to see if they feel the water cycle would be accurate.

Vice Chair Nootz motioned to see this topic in upcoming agenda conversations this spring seconded by Commissioner Kahle

### 4. Consent Items

- A. APPROVAL OF MINUTES FROM MARCH 18, 2025, REGULAR MEETING [PG.4](#)**
- B. APPROVAL OF CLAIMS PAID 3/13/25 - 3/26/25 [PG.36](#)**
- C. CONTRACT 20165 WITH TD&H FOR CONSTRUCTION MANAGEMENT SERVICES [PG.52](#)**
- D. CONTRACT 20166 WITH ASKIN CONSTRUCTION FOR DOWNTOWN CAPITAL IMPROVEMENT PROJECT [PG.68](#)**

Vice Chair Nootz pulled item D

Vice Chair Nootz motioned to approve consent items A – C seconded by Commissioner Kahle. Unanimously approved.

Vice Chair Nootz asked for clarification if the motion includes the contingency percentage for the project, or do they need to amend the motion as written in the packet.

The City Manager stated the motion includes the contingency language.

Vice Chair Nootz is in favor of the contingency, but would like to see this more clearly defined in the staff report in the future for the Commission and the public.

Vice Chair Nootz motioned to approve consent item D seconded by Commissioner Kahle. Unanimously approved.

5. Proclamations

**A. PROCLAMATION OF THE CITY COMMISISON OF THE CITY OF LVINGSTON MONTANA, DECLARING APRIL 13 - 19 2025 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK IN LIVINGSTON MONTANA PG.103**

Chair Schwarz read the proclamation.

The City Manager expressed appreciation for the Dispatch team, and reminded the public we have opening in this department.

Vice Chair Nootz recalled that a dispatcher helped a laboring mom deliver a baby over the phone, and they thanked her for her service.

Chief Hard stated they had another dispatcher deliver a baby over the phone as well.

Vice Chair Nootz expressed a proud and cheerful thanks to the dispatch team for all of their hard work.

Chair Schwarz thanked the team as well as they were able to help his wife who was in a pretty serious car accident on the interstate and delivered a quick response to the accident.

**B. PROCLAMATION OF THE CITY COMMISISON OF THE CITY OF LVINGSTON MONTANA, DECLARING APRIL 2025 AS FAIR HOUSING MONTH IN LIVINGSTON MONTANA PG.106**

Chair Schwarz read the proclamation.

Commissioner Kahle thanked the City Manager for bringing these types of proclamations before the Commission, and feels that fair housing is very important.

Chair Schwarz gave a shout out to Deb Kelly who brought this to his attention for the agenda.

The City Manager thanked Deb as well and stated that the County Commission read something similar at their meeting.

6. Scheduled Public Comment

7. Action Items

**A. RESOLUTION NO. 5157: A RESOLUTION OF THE CITY OF LIVNGSTON, MONTANA, ANNEXING THE PARCEL AT 38 LOVES LANE. PG.109**

Chair Schwarz expressed concern and disappoint regarding comments made on social media from the community and city employees.

The City Manager stated this item is a continuation from an item at the last meeting and it is a requested annexation on Loves Lane. He gave a brief presentation on annexations and this specific annexation request. He invited the applicant to include any details or comments they had.

Eric Garberg stated they believe the notary has been corrected, produced trip generation data, and believes they are in compliance with the annexation policy to be an extension of the city.

Commissioner Lyons ask where the data was for the trip generation.

Eric gave a brief description of the data from the trip generation. He stated this data was sent to the City Manager.

Commissioner Lyons asked about the 7 annexation guidelines,

The City Manager briefly ran through the guidelines ensuring they are met in this application.

Commissioner Lyons asked about process for extension of utilities.

The City Manager stated it is the applicant's responsibility for connection to utilities.

Commissioner Willich ask for clarification on which corner of the property has water and sewer, and wondered how it got there.

The City Manager stated it is the Southeast corner, and referenced his map from his presentation stating the adjacent property to the Southeast corner is part of City limits and does have utilities.

Commissioner Willich asked if this will dead end or be part of a loop.

The City Manager stated that there will be a loop that will be created with this project.

Commissioner Kahle asked what the contemplated zoning designation for this property.

The City Manager reminded that the zoning is at the discretion of the municipality, and with discussions with the applicant that this location will have professional offices, and he said the city will select a zoning designation congruent with that type of use. He and the Planning Director have discussed Highway Commercial or Mixed Use.

Vice Chair Nootz asked about certainty of the project.

Eric Garberg simply stated this is what his client does, they build federally occupied buildings, and it's the only type of development they do.

Vice Chair Nootz what opportunity this new space will allow? Will in included expansion or increased services for the public.

The City Manager stated that they know this building is roughly two times the size of the existing facility that they are operating in. The site plans do lead to believe there is an expansion in operations.

Vice Chair Nootz asked the City Manager to share why certain decisions are made in a public meeting, and some made at staff meetings.

The City Manager gave a brief description of MCA and LMC lay out these rules for governing bodies and for administrative functions.

Vice Chair Nootz motioned for a 10 minutes break seconded by Commissioner Kahle. Unanimously approved.

Commissioner Kahle asked for an explanation about the roads around this property.

The City Manager stated that Loves LN to Miller Dr. is City, and Miller to the North of Loves out to the interstate is not currently City.

Commissioner Lyons asked what the property tax revenue might be yearly for this property.

The City Manager stated the property tax value per year will be approximately \$2000 year.

Commissioner Willich asked if the Loves Lane one way will change to two ways.

The City Manager stated that they do not know the answer to that at this time.

Vice Chair Nootz motioned to approved Resolution 5157 seconded by Commissioner Willich

Public comment was offered by:

- Patricia Grabow expressed being an advocate for smart growth and in support of the current City Manager, but overall expressed disagreement with this annexation.
- Joseph Copenhaver expressed disagreement with the annexation of this property.
- Jamie Adams brought forward question about ownership of this property.
- Rita Rozier asked about landscaping including trees and if it will be included in the requirements.
- Patsy Carter expressed disagreement for this annexation due to traffic and negative impact to this neighborhood.
- Leslie Feigel expressed concern about the annexation process with following code and including the County in the process.
- Linda Maher expressed that it would be good for the public to hear about how they plan to deal with the road being a one way.
- Dave Carter expressed disagreement with this annexation due to traffic and will negatively impact surrounding area and neighbors

- Randy Carpenter representing Friends of Park County expressed disagreement with this annexation reading a list of reasons.
- Lisa Garcia expressed thoughts about gateways in this area and that this annexation goes against the growth policy.

Vice Chair Nootz asked for clarification on public works standards

The City Manager clarified that the public works standards are maintained by the Public Works Director, and he follows the guidance from standard road sections as they coincide with state requirements.

Public Works Director Shannon Holmes clarified that public works standards were approved 3 years ago, and he is currently working on an addendum.

Vice Chair Nootz asked for clarification on the property owner.

The City Manager stated during the current meeting he was able to check Montana State Cadastral and verified the owner listed is not the applicant, then has been in email contact with the applicant during the meeting where it was confirmed there is a signed purchase and sale agreement on the property and are in the process of having their information added to sites such as Cadastral.

City Attorney Jon Hesse stated he would like to see the Buy/Sell agreement to see what the conditions are for closing. He clarified that the statute is clear that they have to be the owner for annexation. He would like to know more about the LLC and the conditions for closing.

Vice Chair Nootz asked to clarify if the storage units in the area are in the city, and clarify landscaping.

The City Manager stated landscaping will be taken care of during the site plan review process.

Vice Chair Nootz asked for clarification around emergencies in this area, road maintenance, and development of properties that are in the city and what the process looks like.

The City Manager stated when a building permit and site plan permit are issued they are issued with requirements by the city, and before certificate of occupancy those requirements will need to be met. He expressed that the city is confident in their ability to provide emergency services to this area. He stated it is on and MDT urban route and it is an area that is routinely plowed.

Vice Chair Nootz asked about the relationship with the county in regard to annexation.

The City Manager stated referenced parts of his presentation that discuss this and clear up this topic and question.

Vice Chair Nootz asked about traffic solutions.

The City Manager reminded that the traffic part is not typically addressed during annexation, and brought up a rough site plan for the project that would indicate better traffic flow.

Commissioner Lyons asked about landscaping requirements and compliance.

The City Manager stated the property that is in question from the public is a project that has not yet been completed, and is considered to be still under construction, and a letter of credit is in place to make sure the work is completed and meets requirements.

Commissioner Willich asked about the Livingston ditch in reference to this property.

The City Manager stated the ditch is a private piece of infrastructure and they have a number of agreements with property owners where the ditch may run through. He stated the ditch will be reviewed during site plan review.

Vice Chair Nootz expressed concern about the buy/sell agreement and asked the City Manager if there is a recommendation for the Commission based on that information.

The City Manager stated he chatted with the City Attorney and he would like time to review the agreement, and stated it may be best to continue this at a future meeting.

Vice Chair Nootz motioned to withdraw her previous motion seconded by Commissioner Willich. Unanimously approved.

Commissioner Willich motioned to bring this item back on April 15, 2025 seconded by Chair Schwarz. Unanimously approved.

**B. SECOND READING OF ORDINANCE 3057: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 2, GOVERNMENT AND ADMINISTRATION, OF THE LIVINGSTON MUNICIPAL CODE, BY CREATING A CONFLICT OF INTEREST POLICY. [PG.146](#)**

The City Manager stated this is the second reading of Ordinance 3057 and it based on comments made and received at the January 7<sup>th</sup> meeting and has been through a first reading on March 4<sup>th</sup>.

Commissioner Willich motioned to approved Ordinance 3057 seconded by Commissioner Lyons.

Commissioner Kahle pointed out a typo that will need corrected.

Vice Chair Nootz pointed out on page 148 where she would like to see a language change, and pointed out inconsistency with big c vs. little c, and pointed out on page 151 a stronger language change.

Vice Chair Nootz motioned to amend the original motion with changes stated seconded by Commission Lyons.

Unanimously approved the amendment.

Unanimously approved the amended motion.

Vice Chair Nootz motioned for a 10 minutes break seconded by Commissioner Kahle. Unanimously approved.

**C. DISCUSSION AND DIRECTION REGARDING SOLID WASTE HAULING PG.155**

The City Manager stated this item has been a 2 year process that started in January of 2023 when the Commission approved to have a technical evaluation of the City's current and long-term solid waste disposal options. This was done to ensure what we were doing was the best option for the best value for taxpayers and ratepayers. The City worked with Herrera and had them evaluate alternative strategies to the City's solid waste operations. He said he is looking for direction from the Commission on how to move forward. The City Manager gave a brief presentation on this topic.

Chair Schwarz asked about the life expectancy of the landfill.

The City Manager stated he believes for a hundred years or so.

Commissioner Lyons asked about some net present values listed in the packet.

The City Manager clarified that net present value involves a discounting of cash and flows back from future to present day, and the net present value is greatly impacted by the time at which different cash flows occur. If there is larger savings in the future as discounted back to present day that ends up with a different number than if there are savings in the first couple of years.

Commissioner Kahle asked if we would be able to offer more or different services to residents.

The City Manager stated starting in May they will offer full Saturday Transfer Station availability, and possibly food waste composting and construction waste drop off and recycling.

Vice Chair Nootz expressed interest in staff feedback on this topic including the ability for the Transfer Stations ability to stay open if we go this route.

The City Manager introduced Van Garrick the Solid Waste Superintendent.

Van stated that within the last 6 months the City Transfer Station has had to close 6 or 7 days due to Republics inability to pick up, and if we do this ourselves we can manage when we can get trailers in and out of there on our schedule.

Public Works Director Holmes stated they would like to purchase a third trailer so they are able to accommodate this and maintain the City Transfer Station in all times of the year. He stated that Logan is 45 minutes away and they would easily be able to drive 3 trailers over a day, so shutting down really would not be an issue any longer.

Vice Chair Nootz thanked Van and his Division for their hard work during a challenging past couple of years. She asked the City Manager if staff would need to be expanded for this to work.

The City Manager stated that no additional staff will be needed.

All Commissioners expressed excitement about this transition and decision.

**D. PURCHASE ORDER 20162 WITH TOM BANDSTRA FOR 2008 PETERBILT 389 TRUCK PG.162**

The City Manager stated this item is to purchase the piece of equipment that would allow us to do self-hauling. This City opened this up for bid and received this bid which is included in the packet. The Solid Waste team has reviewed this piece of equipment and believe it would work well in their fleet.

Commissioner Willich asked how many more years we can get out of this piece of equipment.

Solid Waste Superintendent Garrick estimated about 20 more years.

Vice Chair Nootz asked what average price is for this type of truck.

Public Works Director Holmes stated this truck could easily go for \$110,000 to \$120,000

Commissioner Kahle motioned to approve this item seconded by Commissioner Willich.

Public comment was offered by:

- Linda Maher asked about who might take care of the maintenance and estimate for work.

Solid Waste Superintendent Garrick clarified he has reviewed those issues and found 3 mechanics around town who could take care of them.

All Commissioners expressed excitement about this piece of equipment and thoughtfulness in looking for deals on large items like this.

Unanimously approved.

8. City Manager Comment

The City Manager recognized Public Works Streets Superintendent Mike Stordalen for 25 years of services to the City.

9. City Commission Comments

Commissioner Willich gave a brief April fool's Day presentation

Commissioner Lyons expressed that the annexation discussion shows that they need to update the annexation policy

Commissioner Kahle agreed with Commissioner Lyons and thanked Public Works for attending tonight.

Vice Chair Nootz asked where the annexation policy update will fit in, and thanked the public and City Staff for attending tonight.

Chair Schwarz expressed concerns about threats made on social media and would like everyone to be more mindful about the things they say.

10. Adjournment

9:37 PM Commissioner Lyons motioned to adjourn seconded by Commissioner Kahle. Unanimously approved

Calendar of Events

Supplemental Material

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# 38 LOVES LANE

Annexation by Petition

APRIL 1, 2025

# PRESENTATION OVERVIEW

- Annexation by Petition
- Development Process
- 38 Loves Lane Application

# ANNEXATION BY PETITION

Montana Code Annotated

Title 7, Chapter 2, Part 46

## 7-2-4601 Annexation by Petition – When Election Required

(1) The boundaries of any incorporated city or town may be altered and new areas annexed as provided in this part.

(3) (a) The governing body of a municipality need not submit the question of annexation to the qualified electors as provided in subsection (2) if it has received a written petition containing a description of the area requested to be annexed and signed by:

(ii) the owner or owners of real property representing 50% or more of the total area to be annexed.

(b) The governing body may approve or disapprove a petition submitted under the provisions of subsection (3)(a) on its merits. When the governing body approves the petition, it shall pass a resolution providing for the annexation.

# ANNEXATION BY PETITION

Montana Code Annotated

Title 7, Chapter 2, Part 46

## **7-2-4609 Applicability of Part**

(1) This part does not repeal parts 43 and 45 having reference to extension of the corporate limits of cities of the first, second, and third classes to include contiguous land but provides an alternative method that the municipal governing body may in its discretion choose to use for the annexation of territory or territories to municipal corporations.

(2) When any proceedings for annexation of territory or territories to any municipal corporation are commenced under this part, the provisions of this part and no other apply to such proceedings.

(3) When the proceedings for annexation of territory to a municipality are instituted as provided in this part, the provisions of this part and no other apply, except where otherwise explicitly indicated.

# ANNEXATION BY PETITION

Montana Code Annotated

Title 7, Chapter 2, Part 46

**There is no noticing requirement.**



# ANNEXATION BY PETITION

Montana Code Annotated

Title 7, Chapter 2, Part 46

## **7-2-4610 Provision of services.**

In all cases of annexation under current Montana law, services must be provided according to a plan provided by the municipality as specified in 7-2-4732, except:

(1) as provided in 7-2-4736; and

(2) in first-class cities, when otherwise mutually agreed upon by the municipality and the real property owners of the area to be annexed.

# ANNEXATION BY PETITION

Montana Code Annotated

Title 7, Chapter 2, Part 46

**7-2-4732. Contents of plan for extension of services.**

- (1) The plans for the extension of services must provide a long-range plan for extension of services and the acquisition of properties outside the corporate limits. This plan must show anticipated development a minimum of 5 years into the future, showing on a yearly basis how the municipality plans to extend services and develop and add sections to the city
  
- (2) The plans must:
  - (a) provide for extending police protection, fire protection, garbage collection, and streets and street maintenance services to the area to be annexed on substantially the same basis and in the same manner as those services are provided within the rest of the municipality prior to annexation;
  
  - (b) provide for future extension of streets and major trunk water mains, sewer outfall lines, and other utility services into the area to be annexed, so that when the streets and utility lines become necessary and are constructed, property owners in the area to be annexed will be able to secure the services, according to the policies in effect in the municipality for extending the services to individual lots or subdivisions;
  
  - (c) if extension of streets and water, sewer, or other utility lines into the area to be annexed is necessary, set forth a proposed timetable for construction of the streets and utility lines.

# ANNEXATION BY PETITION

Montana Code Annotated

Title 7, Chapter 2, Part 46

## **7-2-4732. Contents of plan for extension of services.**

(3) A method must be set forth by which the municipality plans to finance extension of services into the area to be annexed. If the area is serviced currently by adequate water and sewage services, streets, curbs, and gutters and capital improvements are not needed to provide adequate services stipulated by this section and 7-2-4731, the municipality shall provide the area to be annexed with a plan of how they plan to finance other services to be included within the district-mainly, police protection, fire protection, garbage collection, street, and street maintenance services, as well as continued utility service.

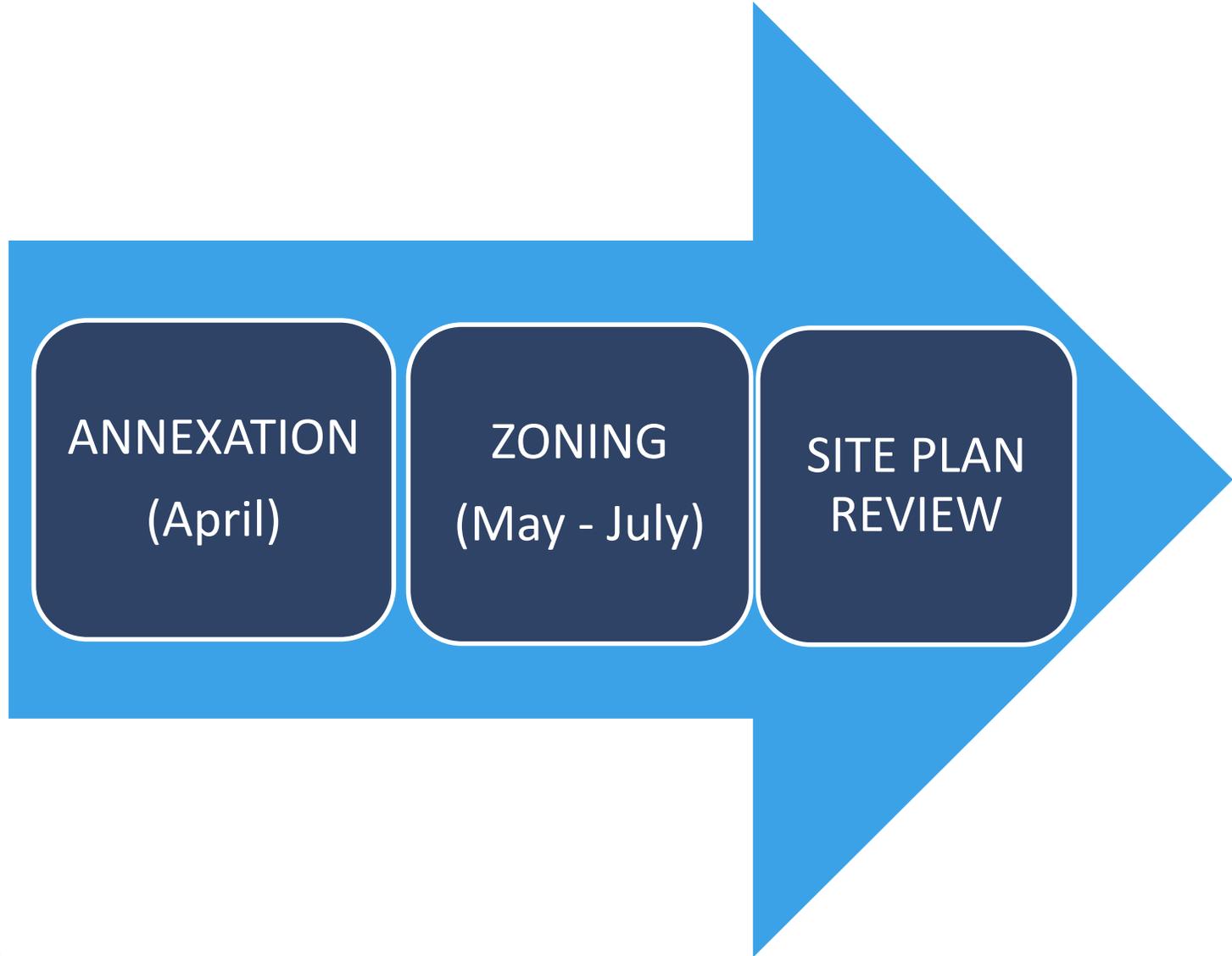
(4) In this annexation plan, it must be clearly stated that the entire municipality tends to share the tax burden for these services, and if so, the area may be annexed without a bond issue under the provisions of this part.

(5) If a county, special district, or improvement district currently provides services to the area to be annexed, the plan must provide specific steps for the orderly transfer of those services, including police protection, fire protection, garbage collection, street and street maintenance services, and utility services. The plan for the transfer of services must be developed in consultation with the governing body of the county and with any other departments of the county, special districts, or improvement districts that have been providing services to the area proposed to be annexed.

# PRESENTATION OVERVIEW

- Annexation by Petition
- Development Process
- 38 Loves Lane Application

# CITY DEVELOPMENT PROCESS



# SITE PLAN REVIEW

Livingston Municipal Code

**Section 2-110**

A. Site Plan Review. All development proposals meeting any of the following criteria require site plan review:

1. Ten (10) or more dwelling units on a single lot.
2. Ten-thousand (10,000) or more gross square feet of commercial or industrial floor area on a single lot.
3. Ten-thousand (10,000) or more square feet of outdoor storage area on a single lot.
4. Twenty (20) or more parking spaces on a single lot.
5. Any addition to an existing use that meets any of the above criteria.

B. Building Permit. No building permit shall be issued nor will any work of any kind commence until the application for site plan review has been approved in writing by the Zoning Coordinator.

# SITE PLAN REVIEW

Livingston Municipal Code

**Section 2-110**

D. Submittal requirements. All items listed below shall be submitted to the Planning Department with any Site Plan application. The items listed are the minimum submittal requirements. The Planning Department may request additional information as deemed necessary to evaluate the application based upon the Site Plan Review Criteria.

1. General Information.

- i. Completed Application form.
- ii. Vicinity map including adjacent roads and zoning on adjacent parcels.
- iii. Engineering design report.
- iv. A copy of the most recent plat.
- v. Proposed uses of all structures on the site.
- vi. Number and density of proposed dwelling units (if applicable).

# SITE PLAN REVIEW

Livingston Municipal Code

**Section 2-110**

2. Project Specific Information. The site plan application shall include the following, project specific, information. Specific submittal requirements for each item shall be listed in the City of Livingston Site Plan Application, Public Works Design Standards and Specifications Policy, City Ordinances, or referenced document. Site plans shall be appropriately divided into separate sheets to ensure legibility of the documents.

- i. Boundary of the parcel with complete dimensions and topographic lines.
- ii. Project phasing line (if applicable).
- iii. Parcel size in square feet.
- iv. North arrow and required legends.
- v. Scale of between 1 inch to twenty feet (1":20') and one inch to one hundred feet (1":100')
- vi. Location and width of all on-site and adjacent rights-of-way.
- vii. Street Design conforming to the City's Public Works Design Standards and Specification Policy.
- viii. Grading and drainage plan conforming to the City's Public Works Design Standards and Specifications Policy.
- ix. Location of all proposed structures on site, with the distance of all structures to the property lines labeled and the square footage of the structures listed.
- x. Building plans including:
- xi. Location and design of any fences or walls.
- xii. Landscaping plans.
- xiii. Parking plans.
- xiv. Location of site ingress and egress.
- xv. Lighting plan conforming to the requirements of Chapter 18 of the Livingston Municipal Code.
- xvi. Location and size of trash enclosures and associated screening.
- xvii. Utility plan.
- xviii. Sign plan.
- xix. Copies of FEMA FIRM maps if any of the site is located within the 100-year floodplain.

# SITE PLAN REVIEW

Livingston Municipal Code

## Section 2-110

3. Additional plans and studies.

i. A traffic impact study if determined to be required by the City of Livingston Public Works Department.

ii. A flood study if determined to be required by the City of Livingston Floodplain Administrator.

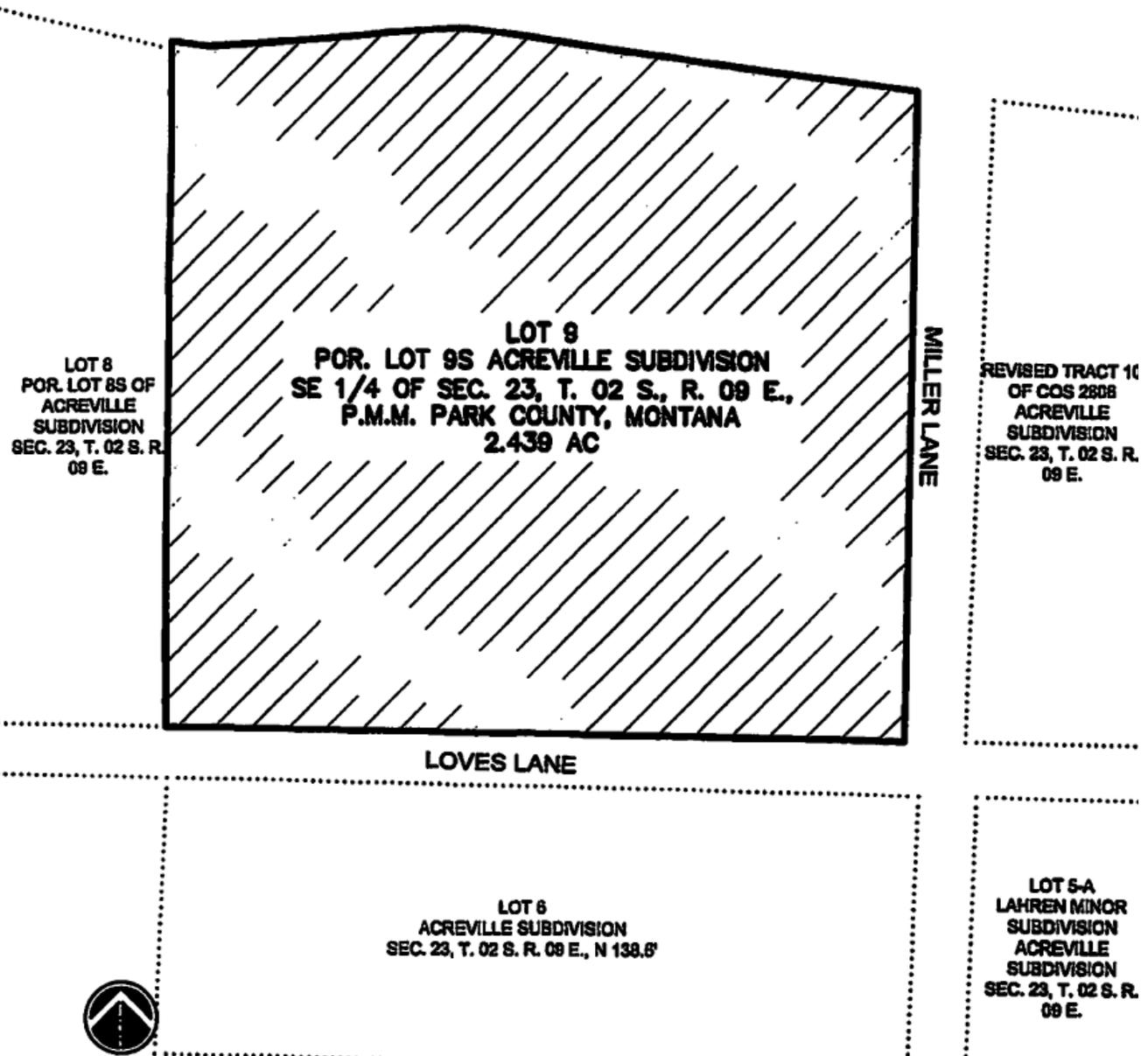
iii. A letter from the State Historic Preservation Office (SHPO), if determined to be required by the City Historic Preservation Officer, inventorying historic and cultural resources on the site and plans to preserve any identified historic and cultural resources.

# PRESENTATION OVERVIEW

- Annexation by Petition
  
- Development Process
  
- 38 Loves Lane Application

U.S. HIGHWAY 191

INTERSTATE 90 E



*Livingston, Montana*



# 38 LOVES LANE

- Utilities (water/sewer) Exist at the Corner of the Parcel
  - **Possible extension to western boundary**
- Site Plan Review
  - **Storm Water**
  - **Access and Traffic**
  - **Parking**
  - **Landscaping/Screening**
  - **Fire and Life Safety**
- Property is Taxable
  - **Private Owner**
  - **Current Facility is Taxable (in County)**
- Compliant with City's Annexation Policy
  - **Plan for Extension of City Services Exists**
- Development Potential Exists Without Annexation

# QUESTIONS



**LIVINGSTON**  
M O N T A N A





To: City of Livingston City Commissioners  
From: Randy Carpenter, Friends of Park County  
Re: Annexation Resolution No. 5157, Intent to Annex Parcel at 38 Loves Land  
Date: March 31, 2025

Good Afternoon, Members of the Livingston City Commission:

My name is Randy Carpenter, and I represent Friends of Park County, a nonprofit organization based in Livingston. Friends of Park County supports a compact traditional pattern of development in Livingston, including continuing public and private reinvestment in our historic downtown.

We oppose the proposal to annex the property at 38 Loves Lane for the following reasons:

- 1) It is not consistent with the City Growth Policy
- 2) It is not consistent with the City Downtown Master Plan
- 3) The staff report lacks an adequate analysis of public facilities and services and impacts on taxpayers
- 4) The City Annexation Policy is out of date – it is nearly 20 years old
- 5) Uncertainty regarding the future use as a USDA office building
- 6) The process followed by the proposal seems to be at odds with Montana Code Annotated and sound planning practice
- 7) A lack of conditions of annexation.

As always, we sincerely appreciate the public service provided by the City Commission and your attention to our comments. The above 7 points are detailed below.

- 1) Annexation to build a large new office building violates the City's 2021 Growth Policy.

The proposed annexation of 2.43 acres of land on Love Land to the city to allow the construction of office space for 60 people, a 22,609 square foot office, and an 80-space parking lot is completely at odds with the City’s 2021 Growth Policy.

The Growth Policy was not mentioned in the staff report, but we believe that our Growth Policy is relevant to the actual growth of the City.

Consider these goals and strategies in the Growth Policy:

*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.*

*Strategy 3.1.1.7: Evaluate, amend, and strengthen the City’s Annexation Policy to ensure the Goals and Objectives of the Growth Policy are considered during the annexation process.*

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

The Future Land Use Map for the area outside the City does not designate this land for commercial office space.

If there is a genuine need for new USDA office space, the USDA should be encouraged to explore opportunities to develop or redevelop properties in downtown Livingston. Perhaps there are incentives the City can offer to promote the construction of this facility downtown.

2) Annexation to build an office building outside downtown is inconsistent with the new Downtown Master Plan.

The City spent a reported \$85,000 in public funds to prepare the recently adopted Downtown Master Plan. How is the development of a major office building outside of downtown consistent with the recently adopted Downtown Master Plan?

On page 28 of the Downtown Master Plan is Land Use Strategy 15:

“Increase office space opportunities to meet the demand and help to activate the Downtown during the day.”

The Downtown Master Plan states on page 18, to quote: “Most office properties in the city are in buildings smaller than 8,000 square feet and the city’s largest office space is a medical office building at 422 S Main Street totaling just under 25,000 square feet.”

The proposed 60-person office on Loves Lane would be almost as big as the largest office building downtown. Developing a large office building outside the current city limits and the downtown consistent with the City’s Downtown Master Plan and the Growth Policy.

3) Failure to provide information about the adequacy of public facilities and services and impacts on taxpayers.

Unless I have missed something, it appears that the “Analysis” section of the staff report of the Loves Lane is just two sentences.

The Public Works Director stated in his email that a model indicates there is sufficient water and sewer capacity to serve this facility.

However, there is no discussion about how much of the existing capacity will be utilized, possibly to the detriment of future uses within the current city limits, where growth and development are intended to occur.

We believe that the City should conduct an analysis of the roads' adequacy in serving the volume of traffic generated by the office and warehouse, as well as assess the City's capacity to provide emergency services and solid waste management.

The City's annexation Guidelines state:

*“4. Impacts on transportation systems, solid waste collection, and emergency services will be considered in requests for annexations. The City may require, at the expense of the person( s) requesting annexation, that a community impact report be prepared which may include, among other things, technical studies related to the above mentioned services.”*

The “Fiscal Impact” section of the staff report consists of these two sentences stating that “The City will receive additional property tax revenue from the annexation. The additional revenue is expected to have a minimal revenue impact to the General Fund adding less than 1%.”

Indeed, the property will generate some taxes for the city. Still, the question remains whether it will generate enough revenue to cover the increased costs of city services and facilities. We believe that that is what a fiscal impact analysis should provide. We do not believe that the City Commission nor the City's taxpayers have adequate information to approve the annexation proposal.

4) The City's 2007 annexation policy is outdated and disconnected from both the 2021 Growth Policy and the new Downtown Master Plan; it needs to be updated.

The City's annexation policy is woefully outdated. It was last updated in 2007, 18 years ago, before the adoption of the last two Growth Policies.

Over the last few years, Friends of Park County has urged the City Commission to integrate the annexation policy with the Growth Policy. This can be achieved by adding a new Guideline, number 7: “Annexations shall conform to the policies and strategies outlined in the Growth Policy, as well as *any related implementation policies and regulations.*”

Until the annexation policy is updated, you will continue to make decisions on annexation proposals *ad hoc*, inconsistently with the Growth Policy that so many residents worked to shape and still support. We respectfully request that the Commission consider a motion to update the annexation policy now to address the next proposed annexation.

- 5) The annexation is based on unsupported speculation that the USDA will be building new office space at the same time that Federal buildings are being designated for sale and the Federal workforce is being slashed by DOGE.

On January 28, Michael Peters, commissioner of Public Buildings Service in the Federal General Services Administration, announced, "I'm just getting ramped up, but I think our initial review says that number could be up to a 50% reduction on our square footage across the portfolio. We're not going to do that in six months, but we're going to try to do this as rapidly as we can."

One of the buildings proposed for disposal earlier this month was the 80,000-square-foot Bozeman Federal Building and Post Office.

On February 13, the Department of Government Efficiency fired almost 6,000 employees of the US Department of Agriculture. For the time being, those firings have been reversed by a Federal Court. However, the Trump administration intends to proceed with the legal process for firing Federal employees through a reduction-in-force.

We are perplexed as to why the City is taking seriously a proposal to annex land as a location for a new 23,000 square foot Federal office building. The applicant, Laterre, is a New Orleans corporation, operating in the South and New Mexico. Laterre has provided zero evidence that the USDA intends to build an office in Livingston.

This City Commission should not annex land and provide taxpayer-financed services based on a claim that the Trump administration is going to pay for a new USDA office building in Livingston, even as it works to sell off Federal office space and fire thousands of Federal employees.

- 6) The process followed by the annexation proposal seems to be at odds with Montana Code Annotated and sound planning practice.

MCA 7-2-4610 provides that:

*"In all cases of annexation under current Montana law, services must be provided according to a plan provided by the municipality as specified in 7-2-4732, except: (1) as provided in 7-2-4736; and (2) in first-class cities, when otherwise mutually agreed upon by the municipality and the real property owners of the area to be annexed."*

These exceptions would not apply in this case; MCA 7-2-4736 addresses competition with existing solid waste carriers in the area to be annexed, and the City of Livingston is not a first-class city.

MCA 7-2-4732 (referenced above) provides that:

*“Contents of plan for extension of services. (1) The plans for the extension of services must provide a long-range plan for extension of services and the acquisition of properties outside the corporate limits. This plan must show anticipated development a minimum of 5 years into the future, showing on a yearly basis how the municipality plans to extend services and develop and add sections to the city.*

*(2) The plans must:*

*(a) provide for extending police protection, fire protection, garbage collection, and streets and street maintenance services to the area to be annexed on substantially the same basis and in the same manner as those services are provided within the rest of the municipality prior to annexation;*

*(b) provide for future extension of streets and major trunk water mains, sewer outfall lines, and other utility services into the area to be annexed, so that when the streets and utility lines become necessary and are constructed, property owners in the area to be annexed will be able to secure the services, according to the policies in effect in the municipality for extending the services to individual lots or subdivisions;*

*(c) if extension of streets and water, sewer, or other utility lines into the area to be annexed is necessary, set forth a proposed timetable for construction of the streets and utility lines.*

*(3) A method must be set forth by which the municipality plans to finance extension of services into the area to be annexed. If the area is serviced currently by adequate water and sewage services, streets, curbs, and gutters and capital improvements are not needed to provide adequate services stipulated by this section and 7-2-4731, the municipality shall provide the area to be annexed with a plan of how they plan to finance other services to be included within the district-mainly, police protection, fire protection, garbage collection, street, and street maintenance services, as well as continued utility service.*

*(4) In this annexation plan, it must be clearly stated that the entire municipality tends to share the tax burden for these services, and if so, the area may be annexed without a bond issue under the provisions of this part.*

*(5) If a county, special district, or improvement district currently provides services to the area to be annexed, the plan must provide specific steps for the orderly transfer of those services, including police protection, fire protection, garbage collection, street and street maintenance services, and utility services. The plan*

*for the transfer of services must be developed in consultation with the governing body of the county and with any other departments of the county, special districts, or improvement districts that have been providing services to the area proposed to be annexed.”*

We do not see a plan for the extension of services in the staff report accompanying this application.

In addition, MCA 7-2-4705 states that:

*“Annexation by municipalities providing services. (1) The governing body of any municipality may extend the corporate limits of the municipality under the procedure set forth in this part upon the initiation of the procedure by the governing body itself.*

*(2) Whenever the owners of real property situated outside the corporate boundaries of any municipality, but contiguous to the municipality, desire to have real estate annexed to the municipality, they shall file with the governing body of the municipality a petition bearing the signatures of 51% of the real property owners of the area sought to be annexed and requesting a resolution stating that the municipality intends to consider annexation. Upon passage of the resolution, the governing body shall follow the procedure in 7-2-4707 through 7-2-4713 and 7-2-4731(3).”*

MCA 7-2-4707 (referenced above) states that:

*“The governing body of any municipality desiring to annex territory under the provisions of this part shall first pass a resolution stating the intent of the municipality to consider annexation. Such resolution shall describe the boundaries of the area under consideration and fix a date for a public hearing on the question of annexation, the date for such public hearing to be not less than 30 days and not more than 60 days following passage of the resolution.”*

This proposed resolution, “Resolution 5157,” is not a Resolution of Intent that fixes a public hearing on the question of this annexation; it would instead approve the annexation itself.

The other provisions stated in MCA 7-2-4708 through 4713 are as follows: “Notice of hearing (MCA 4708), Hearing on the question of annexation (MCA 7-2-4709), “Protest” (MCA 7-2-4710), “Ordinance of annexation” (MCA 7-2-4711), “Contents of ordinance of annexation” (MCA 7-2-4712), and “Effective date of annexation” (MCA 7-2-4713).

In addition, MCA 7-2-4731 (referenced above) provides that:

*“Prior to making plans for the extension of services pursuant to subsection (1), the municipality shall provide notice of its decision to exercise its authority under this part to the county. If requested by the county, the municipality shall consult with the county governing body or its representatives to coordinate the orderly transfer of services.”*

We see no indication in the staff report that Park County has been consulted on this proposal.

- 7) Finally, we find no conditions of annexation attached to the staff report. If this resolution will indeed serve as approval of the annexation, it should include an annexation agreement report that conditions the annexation to issues that must be resolved, including, at a minimum:
  - a. the services that will be provided by the City and definitions of those services;
  - b. a condition that the anticipated average annual consumption of water by this project be provided by the existing water rights on the property or a fee in lieu thereof;
  - c. an agreement on impact fees;
  - d. a stormwater management plan;
  - e. a requirement for a traffic analysis report provided by the landowner;
  - f. waiver of right-to-protest special improvement districts;
  - g. dedication of future rights-of-way and utility easements;
  - h. improvement of roadways;
  - i. a wetlands delineation report and a cultural resource inventory;
  - j. provisions for noxious weed management;
  - k. reimbursement to the City for its costs of processing this annexation.



# SOLID WASTE REVIEW

Self-Hauling

APRIL 1, 2025

# SOLID WASTE HAULING

## 4 Scenarios Analyzed

- Status Quo
- City Haul to Logan
- City Haul to Billings
- Private Provider Haul to Logan



# SOLID WASTE HAULING

## Alternative 1 - Status Quo

Year	Disposal Cost	Annual Tons	Total Yearly Cost
2025	\$ 436,800.00	14,000.00	\$ 688,515.00
2026	\$ 478,975.92	14,756.00	\$ 744,270.92
2027	\$ 525,224.21	15,552.82	\$ 805,069.21
2028	\$ 575,938.08	16,392.68	\$ 870,818.08
2029	\$ 631,548.70	17,277.88	\$ 941,948.70
2030	\$ 692,528.90	18,210.89	\$ 1,019,903.90
2031	\$ 759,397.14	19,194.27	\$ 1,104,232.14
2032	\$ 832,721.94	20,230.77	\$ 1,196,471.94
2033	\$ 913,126.74	21,323.23	\$ 1,296,276.74
2034	\$ 1,001,295.16	22,474.68	\$ 1,405,300.16
2035	\$ 1,097,976.82	23,688.31	\$ 1,523,806.82
2036	\$ 1,203,993.73	24,967.48	\$ 1,652,618.73
2037	\$ 1,320,247.27	26,315.73	\$ 1,793,122.27
2038	\$ 1,447,725.86	27,736.78	\$ 1,946,305.86
2039	\$ 1,587,513.36	29,234.56	\$ 2,112,768.36
2040	\$ 1,740,798.25	30,813.23	\$ 2,294,668.25
2041	\$ 1,908,883.82	32,477.14	\$ 2,492,338.82
2042	\$ 2,093,199.15	34,230.91	\$ 2,708,179.15
2043	\$ 2,295,311.35	36,079.38	\$ 2,943,756.35
2044	\$ 2,516,938.81	38,027.66	\$ 3,200,303.81
2045	\$ 2,759,965.88	40,081.16	\$ 3,480,190.88
<b>20-Year Total Cost</b>			<b>\$ 36,220,866.09</b>
<b>Net Present Value</b>			<b>\$ 36,389,691</b>
<b>Net Present Value Per Ton</b>			<b>\$ 69.57</b>

# SOLID WASTE HAULING

## Alternative 2A - Logan City Haul and Equipment

Year	Annual Tonnage	Annual Trips	Staff Cost	Equipment Cost	Diesel (\$/GAL)	Transportation Cost	Disposal Cost	Total Yearly Cost
2025	14,000.00	519	\$ 80,000.00	\$ 350,000.00	\$ 3.35	\$ 41,727.60	\$ 436,800.00	\$ 908,527.60
2026	14,756.00	547	\$ 85,600.00	\$ 20,000.00	\$ 3.56	\$ 46,679.86	\$ 464,991.07	\$ 617,270.93
2027	15,552.82	577	\$ 89,024.00	\$ 369,417.53	\$ 3.77	\$ 52,264.19	\$ 495,001.60	\$ 1,005,707.31
2028	16,392.68	608	\$ 92,584.96	\$ 20,000.00	\$ 4.01	\$ 58,454.52	\$ 526,949.00	\$ 697,988.48
2029	17,277.88	640	\$ 96,288.36	\$ 20,000.00	\$ 4.25	\$ 65,310.15	\$ 560,958.29	\$ 742,556.80
2030	18,210.89	675	\$ 100,139.89	\$ 30,000.00	\$ 4.51	\$ 73,112.34	\$ 597,162.54	\$ 800,414.76
2031	19,194.27	711	\$ 104,145.49	\$ 20,000.00	\$ 4.79	\$ 81,741.51	\$ 635,703.41	\$ 841,590.40
2032	20,230.77	750	\$ 108,311.31	\$ 20,000.00	\$ 5.08	\$ 91,520.94	\$ 676,731.70	\$ 896,563.95
2033	21,323.23	790	\$ 112,643.76	\$ 20,000.00	\$ 5.40	\$ 102,322.82	\$ 720,407.97	\$ 955,374.54
2034	22,474.68	833	\$ 117,149.51	\$ 20,000.00	\$ 5.73	\$ 114,518.74	\$ 766,903.10	\$ 1,018,571.35
2035	23,688.31	878	\$ 121,835.49	\$ 459,205.42	\$ 6.08	\$ 128,118.62	\$ 816,399.02	\$ 1,525,558.55
2036	24,967.48	925	\$ 126,708.91	\$ 20,000.00	\$ 6.45	\$ 143,266.82	\$ 869,089.42	\$ 1,159,065.15
2037	26,315.73	975	\$ 131,777.27	\$ 20,000.00	\$ 6.85	\$ 160,285.66	\$ 925,180.45	\$ 1,237,243.38
2038	27,736.78	1028	\$ 137,048.36	\$ 20,000.00	\$ 7.27	\$ 179,378.07	\$ 984,891.59	\$ 1,321,318.02
2039	29,234.56	1083	\$ 142,530.29	\$ 20,000.00	\$ 7.72	\$ 200,581.49	\$ 1,048,456.50	\$ 1,411,568.28
2040	30,813.23	1142	\$ 148,231.50	\$ 30,000.00	\$ 8.19	\$ 224,499.13	\$ 1,116,123.88	\$ 1,518,854.52
2041	32,477.14	1203	\$ 154,160.76	\$ 20,000.00	\$ 8.69	\$ 251,015.40	\$ 1,188,158.51	\$ 1,613,334.67
2042	34,230.91	1268	\$ 160,327.19	\$ 556,506.90	\$ 9.23	\$ 280,827.84	\$ 1,264,842.26	\$ 2,262,504.19
2043	36,079.38	1337	\$ 166,740.28	\$ 20,000.00	\$ 9.79	\$ 314,295.73	\$ 1,346,475.18	\$ 1,847,511.19
2044	38,027.66	1409	\$ 173,409.89	\$ 20,000.00	\$ 10.40	\$ 351,563.86	\$ 1,433,376.69	\$ 1,978,350.45
2045	40,081.16	1485	\$ 180,346.29	\$ 639,976.94	\$ 11.03	\$ 393,283.62	\$ 1,525,886.82	\$ 2,739,493.68
								\$ 27,099,368.21
								<b>\$ 22,564,560</b>
								\$ 43.14

# SOLID WASTE HAULING

## Alternative 2B - Billings City Haul and Equipment

Year	Annual Tonnage	Annual Trips	Staff Cost	Equipment Cost	Diesel (\$/GAL)	Transportation Cost	Disposal Cost	Total Yearly Cost
2023	14,000.00	519	\$ 80,000.00	\$350,000.00	\$ 3.35	\$ 88,092	\$ 493,500	\$ 1,011,591.60
2024	14,756.00	547	\$ 85,600.00	\$ 20,000.00	\$ 3.56	\$ 98,546	\$ 535,753	\$ 739,899.84
2025	15,552.82	577	\$ 89,024.00	\$369,417.53	\$ 3.77	\$ 110,336	\$ 581,625	\$ 1,150,401.72
2026	16,392.68	608	\$ 92,584.96	\$ 20,000.00	\$ 4.01	\$ 123,404	\$ 631,423	\$ 867,412.34
2027	17,277.88	640	\$ 96,288.36	\$ 20,000.00	\$ 4.25	\$ 137,877	\$ 685,486	\$ 939,651.20
2028	18,210.89	675	\$100,139.89	\$ 30,000.00	\$ 4.51	\$ 154,348	\$ 744,177	\$ 1,028,665.31
2029	19,194.27	711	\$104,145.49	\$ 20,000.00	\$ 4.79	\$ 172,565	\$ 807,894	\$ 1,104,604.50
2030	20,230.77	750	\$108,311.31	\$ 20,000.00	\$ 5.08	\$ 193,211	\$ 877,065	\$ 1,198,587.64
2031	21,323.23	790	\$112,643.76	\$ 20,000.00	\$ 5.40	\$ 216,015	\$ 952,160	\$ 1,300,818.39
2032	22,474.68	833	\$117,149.51	\$ 20,000.00	\$ 5.73	\$ 241,762	\$ 1,033,684	\$ 1,412,595.02
2033	23,688.31	878	\$121,835.49	\$459,205.42	\$ 6.08	\$ 270,473	\$ 1,122,188	\$ 1,973,701.27
2034	24,967.48	925	\$126,708.91	\$ 20,000.00	\$ 6.45	\$ 302,452	\$ 1,218,269	\$ 1,667,430.52
2035	26,315.73	975	\$131,777.27	\$ 20,000.00	\$ 6.85	\$ 338,381	\$ 1,322,578	\$ 1,812,735.77
2036	27,736.78	1028	\$137,048.36	\$ 20,000.00	\$ 7.27	\$ 378,687	\$ 1,435,817	\$ 1,971,552.16
2037	29,234.56	1083	\$142,530.29	\$ 20,000.00	\$ 7.72	\$ 423,450	\$ 1,558,751	\$ 2,144,731.50
2038	30,813.23	1142	\$148,231.50	\$ 30,000.00	\$ 8.19	\$ 473,943	\$ 1,692,212	\$ 2,344,385.81
2039	32,477.14	1203	\$154,160.76	\$ 20,000.00	\$ 8.69	\$ 529,921	\$ 1,837,099	\$ 2,541,181.01
2040	34,230.91	1268	\$160,327.19	\$556,506.90	\$ 9.23	\$ 592,859	\$ 1,994,391	\$ 3,304,084.12
2041	36,079.38	1337	\$166,740.28	\$ 20,000.00	\$ 9.79	\$ 663,513	\$ 2,165,151	\$ 3,015,404.52
2042	38,027.66	1409	\$173,409.89	\$ 20,000.00	\$ 10.40	\$ 742,190	\$ 2,350,531	\$ 3,286,131.54
2043	40,081.16	1485	\$180,346.29	\$639,976.94	\$ 11.03	\$ 830,265	\$ 2,551,784	\$ 4,202,372.41
								\$ 39,017,938.20
								<b>\$ 37,990,687</b>
								\$ 72.63

# SOLID WASTE HAULING

## Alternative 3 - Logan Private Hauler with Equipment

Year	Equipment Cost	Tons Per Year	Total
2023	\$ 55.00	14,279.74	\$ 785,386
2024	\$ 57.20	15,050.85	\$ 860,908
2025	\$ 59.49	15,863.59	\$ 943,693
2026	\$ 61.87	16,720.23	\$ 1,034,439
2027	\$ 64.34	17,623.12	\$ 1,133,911
2028	\$ 66.92	18,574.77	\$ 1,242,947
2029	\$ 69.59	19,577.80	\$ 1,362,469
2030	\$ 72.38	20,635.00	\$ 1,493,484
2031	\$ 75.27	21,749.30	\$ 1,637,098
2032	\$ 78.28	22,923.76	\$ 1,794,521
2033	\$ 81.41	24,161.64	\$ 1,967,082
2034	\$ 84.67	25,466.37	\$ 2,156,237
2035	\$ 88.06	26,841.55	\$ 2,363,580
2036	\$ 91.58	28,291.00	\$ 2,590,862
2037	\$ 95.24	29,818.71	\$ 2,840,000
2038	\$ 99.05	31,428.92	\$ 3,113,094
2039	\$ 103.01	33,126.08	\$ 3,412,449
2040	\$ 107.13	34,914.89	\$ 3,740,590
2041	\$ 111.42	36,800.29	\$ 4,100,285
2042	\$ 115.88	38,787.51	\$ 4,494,569
2043	\$ 120.51	40,882.04	\$ 4,926,767
			\$47,994,372.21
			<b>\$ 47,994,372</b>
			\$ 91.76

# SOLID WASTE MONTHLY CHARGE

Residential Rate:	\$25.20 / Month
Retail Shop:	\$25 – 30 / Month
Small Restaurant:	\$250 – 300 / Month
Large Restaurant:	\$400 – 500 / Month

# SOLID WASTE PROPOSAL

## Curbside Service

Residential Rate: \$25 / Month

Commercial: \$108 / Pick-up / Week

- Rate Escalate by CPI Water/Sewer/Trash
- Customer Service Would Stay With City
- Roll-offs Priced by Market
- Spring Clean-up Included

# SOLID WASTE PROPOSAL

## Other Services

City Would Operate Over-the-Scale, Recycling, Green Waste

- Cost of Operations Stays with City Ratepayers
- Current City Staff Would Operate



# SOLID WASTE PROPOSAL

## Cost of Operations

- 350 Commercial Accounts
- 3500 Residential Accounts
- Cost per Account \$195
  - \$16 / Month / Account

# QUESTIONS

**LIVINGSTON**  
M O N T A N A



# City of Livingston

Proposal - 4/1/2025



# Fiscal Impact

Immense financial cost - Beginning with consultants and a series of engineering and feasibility studies

# Strategic Alignment

Objective 2.1.1 - Establish gateways to Livingston and celebrate its character

Goal 3.1: Prioritize infill over expansion

Objective 4.1.2: Reduce impacts of climate change and associated seasonal weather patterns on Livingston's natural systems

Goal 4.2: Enhance overall air and water quality in the area

Goal 4.3: Protect and manage natural resources, open spaces, and wildlife

Objective 6.1.1: Support existing local businesses

Objective 6.2.3: Make a good first impression to visitors

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

# LIVINGS DOME



**File Attachments for Item:**

**B. APPROVAL OF CLAIMS PAID 3/27/25 - 4/9/25**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>ACCESSIBLE TECHNOLOGIES</b>							
10002	ACCESSIBLE TECHNOLOGIES	383602	PRESSURE SWITCH	03/14/2025	172.16	172.16	04/03/2025
Total ACCESSIBLE TECHNOLOGIES:					172.16	172.16	
<b>ALL SERVICE TIRE &amp; ALIGNMENT</b>							
22	ALL SERVICE TIRE & ALIGNME	69771	New Tires	03/21/2025	240.00	240.00	04/03/2025
22	ALL SERVICE TIRE & ALIGNME	69795	Mount AND BALANCE	03/26/2025	80.00	80.00	04/03/2025
Total ALL SERVICE TIRE & ALIGNMENT:					320.00	320.00	
<b>ALSCO</b>							
10005	ALSCO	LBIL1998803	TOWEL SERVICE	12/25/2024	30.90	30.90	04/02/2025
10005	ALSCO	LBIL2001867	TOWEL SERVICE	01/08/2025	30.90	30.90	04/02/2025
10005	ALSCO	LBIL2011029	TOWEL SERVICE	02/19/2025	30.19	30.19	04/02/2025
10005	ALSCO	LBIL2014118	TOWEL SERVICE	03/05/2025	30.90	30.90	04/02/2025
10005	ALSCO	LBIL2017142	TOWEL SERVICE	03/19/2025	30.90	30.90	04/02/2025
Total ALSCO:					153.79	153.79	
<b>AMERICAN AUTOMOTIVE</b>							
3378	AMERICAN AUTOMOTIVE	7907	SERPENTINE BELT	03/21/2025	265.47	265.47	04/03/2025
Total AMERICAN AUTOMOTIVE:					265.47	265.47	
<b>BALCO UNIFORM COMPANY, INC.</b>							
3371	BALCO UNIFORM COMPANY, IN	82332-2	CREDIT - MANLEY	04/01/2025	109.20	109.20	04/03/2025
3371	BALCO UNIFORM COMPANY, IN	83073-1	Uniform-GILBERT	03/21/2025	106.00	106.00	04/03/2025
3371	BALCO UNIFORM COMPANY, IN	83208-1	Uniform-LASHINSKI	04/01/2025	77.00	77.00	04/03/2025
Total BALCO UNIFORM COMPANY, INC.:					292.20	292.20	
<b>BETTER DAYS CLEANING</b>							
10004	BETTER DAYS CLEANING	1379	CLEANING	03/30/2025	875.00	875.00	04/03/2025
Total BETTER DAYS CLEANING:					875.00	875.00	
<b>BRIDGER ANALYTICAL LAB</b>							
3820	BRIDGER ANALYTICAL LAB	2503230	ANALYSIS	03/17/2025	423.00	423.00	04/03/2025
Total BRIDGER ANALYTICAL LAB:					423.00	423.00	
<b>BRUCE E. BECKER, P.C.</b>							
10000	BRUCE E. BECKER, P.C.	2025.3.31	CONTRACT SERVICES	03/31/2025	4,000.00	4,000.00	04/03/2025
Total BRUCE E. BECKER, P.C.:					4,000.00	4,000.00	
<b>CANON FINANCIAL SERVICES, INC</b>							
1747	CANON FINANCIAL SERVICES, I	39103380	Printer	03/12/2025	29.75	29.75	04/03/2025
1747	CANON FINANCIAL SERVICES, I	39108367	Printer	03/12/2025	29.31	29.31	04/03/2025
Total CANON FINANCIAL SERVICES, INC:					59.06	59.06	
<b>CAROLINA SOFTWARE, Inc.</b>							
3326	CAROLINA SOFTWARE, Inc.	94040	SOFTWARE SUPPORT	04/01/2025	600.00	600.00	04/03/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CAROLINA SOFTWARE, Inc.:					600.00	600.00	
<b>CITY OF LIVINGSTON</b>							
131	CITY OF LIVINGSTON	2025_03	Disbursement to City	03/31/2025	8,709.12	8,709.12	03/31/2025
Total CITY OF LIVINGSTON:					8,709.12	8,709.12	
<b>CLEARY BUILDING CORP</b>							
10007	CLEARY BUILDING CORP	2	CEMETERY STORAGE BUILDIN	03/12/2025	20,160.00	20,160.00	04/02/2025
10007	CLEARY BUILDING CORP	3	CEMETERY STORAGE BUILDIN	03/31/2025	35,904.00	35,904.00	04/02/2025
Total CLEARY BUILDING CORP:					56,064.00	56,064.00	
<b>COLLECTIVE DATA</b>							
10007	COLLECTIVE DATA	18929	USER LICENSES	03/27/2025	1,250.00	1,250.00	04/03/2025
10007	COLLECTIVE DATA	18929	USER LICENSES	03/27/2025	625.00	625.00	04/03/2025
10007	COLLECTIVE DATA	18929	USER LICENSES	03/27/2025	625.00	625.00	04/03/2025
Total COLLECTIVE DATA:					2,500.00	2,500.00	
<b>COMDATA</b>							
2671	COMDATA	XW660/204237	EMS Fuel	02/01/2025	2,195.16	2,195.16	04/02/2025
2671	COMDATA	XW660/204237	Fire Fuel	02/01/2025	177.26	177.26	04/02/2025
2671	COMDATA	XW717-204250	CG72S	04/01/2025	2,305.40	2,305.40	04/03/2025
Total COMDATA:					4,677.82	4,677.82	
<b>CONVERGINT</b>							
10004	CONVERGINT	IN00301585	MONITORING	02/05/2025	360.00	360.00	04/03/2025
Total CONVERGINT:					360.00	360.00	
<b>D&amp;R COFFEE SERVICE INC</b>							
10002	D&R COFFEE SERVICE INC	188822	RENTAL FEE	03/25/2025	50.00	50.00	04/03/2025
Total D&R COFFEE SERVICE INC:					50.00	50.00	
<b>EMERALD SERVICES INC.</b>							
3380	EMERALD SERVICES INC.	96834321	Used oil	03/22/2025	402.00	402.00	04/03/2025
Total EMERALD SERVICES INC.:					402.00	402.00	
<b>ENTENMANN-ROVIN CO.</b>							
10003	ENTENMANN-ROVIN CO.	0198730	REPAIR REFINISH	02/27/2025	148.75	148.75	04/03/2025
Total ENTENMANN-ROVIN CO.:					148.75	148.75	
<b>FERGUSON WATERWORKS #1701</b>							
2386	FERGUSON WATERWORKS #17	0917879	AMI TOWER PROJECT	03/26/2025	23,500.00	23,500.00	04/03/2025
Total FERGUSON WATERWORKS #1701:					23,500.00	23,500.00	
<b>FISHER SAND AND GRAVEL</b>							
2904	FISHER SAND AND GRAVEL	41982	PIT RUN	03/15/2025	993.93	993.93	04/03/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FISHER SAND AND GRAVEL:					993.93	993.93	
<b>FRONTLINE AG SOLUTIONS, LLC</b>							
2516	FRONTLINE AG SOLUTIONS, LL	1209190	AIR CLEANER	03/20/2025	86.00	86.00	04/03/2025
Total FRONTLINE AG SOLUTIONS, LLC:					86.00	86.00	
<b>HAWKINS, INC</b>							
470	HAWKINS, INC	7020453	NATURAL LDPE	03/26/2025	100.00	100.00	04/03/2025
Total HAWKINS, INC:					100.00	100.00	
<b>HEATHER'S GARDEN SERVICE</b>							
10004	HEATHER'S GARDEN SERVICE	2025.3.30	DEPOSIT HANGING BASKETS	03/30/2025	15,000.00	15,000.00	04/03/2025
Total HEATHER'S GARDEN SERVICE:					15,000.00	15,000.00	
<b>HIGH COUNTRY WILDLIFE CONTROL</b>							
10002	HIGH COUNTRY WILDLIFE CON	14373	PEST CONTROL	03/24/2025	210.00	210.00	04/03/2025
Total HIGH COUNTRY WILDLIFE CONTROL:					210.00	210.00	
<b>HUNTER GRUNHURD</b>							
10007	HUNTER GRUNHURD	2025.3.24	REIM-TRAINING	03/24/2025	151.50	151.50	04/03/2025
Total HUNTER GRUNHURD:					151.50	151.50	
<b>IRRIGATION INNOVATIONS</b>							
10002	IRRIGATION INNOVATIONS	8668	SNOW REMOVAL	03/16/2025	1,620.00	1,620.00	04/03/2025
Total IRRIGATION INNOVATIONS:					1,620.00	1,620.00	
<b>JOHN CARROLL</b>							
10005	JOHN CARROLL	2025.3.8	BASKETBALL REF	03/08/2025	468.00	468.00	04/03/2025
Total JOHN CARROLL:					468.00	468.00	
<b>KEASLING, AUDRY</b>							
10007	KEASLING, AUDRY	2025.4.1	Orientation - 3 hours	04/01/2025	54.00	54.00	04/04/2025
Total KEASLING, AUDRY:					54.00	54.00	
<b>KELLEY CREATE</b>							
10006	KELLEY CREATE	IN1914851	JH13670	03/25/2025	103.93	103.93	04/03/2025
Total KELLEY CREATE:					103.93	103.93	
<b>KOZERA, ERIC</b>							
10000	KOZERA, ERIC	2025.3.8	BASKETBALL REF	03/08/2025	300.00	300.00	04/03/2025
Total KOZERA, ERIC:					300.00	300.00	
<b>LEHRKIND'S COCA-COLA</b>							
2830	LEHRKIND'S COCA-COLA	2235138	Water	04/01/2025	24.00	24.00	04/03/2025
2830	LEHRKIND'S COCA-COLA	2235146	Water	04/01/2025	24.00	24.00	04/03/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LEHRKIND'S COCA-COLA:					48.00	48.00	
<b>LIVINGSTON ACE HARDWARE - #122005</b>							
26	LIVINGSTON ACE HARDWARE -	F80901	STORAGE TOTE	02/26/2025	38.97	38.97	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F81536	MLT SRFC CLNR	02/28/2025	16.99	16.99	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F81659	TORCH PROPANE	02/28/2025	111.51	111.51	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F83011	ODOR NEUT	03/04/2025	18.98	18.98	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F83102	CPL REPAIR	03/04/2025	8.99	8.99	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F83166	Fastners	03/04/2025	1.89	1.89	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F83211	PLSTC BUCKET	03/04/2025	59.90	59.90	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F83436	COUPLING	03/05/2025	31.74	31.74	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F83462	ACRYLIC SHEET	03/05/2025	139.99	139.99	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F83743	PIPE PEX	03/06/2025	5.99	5.99	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F83744	BaRB HOSE	03/06/2025	40.95	40.95	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F83778	SPRAYPNT	03/06/2025	7.99	7.99	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F83818	FASTNERS	03/06/2025	2.39	2.39	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F84111	MSE INSCT	03/07/2025	11.99	11.99	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F84361	COVERALL	03/07/2025	158.91	158.91	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F85722	COVERALL	03/11/2025	119.94	119.94	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F85904	METER ANTENNA INSTALL	03/12/2025	106.27	106.27	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F85977	GATE LATCH	03/12/2025	15.98	15.98	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F86078	CIRCUIT ALERT	03/12/2025	75.75	75.75	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F86256	PIPE INSULATION	03/13/2025	129.28	129.28	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F86256	PIPE INSULATION	03/13/2025	129.29	129.29	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F86664	TRU BLU	03/14/2025	12.99	12.99	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F86767	NIPPLE	03/14/2025	9.99	9.99	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F86988	BALL VALVE	03/14/2025	42.99	42.99	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F88046	TUBE BRAID	03/17/2025	5.98	5.98	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F88178	BLADE HACK	03/18/2025	20.98	20.98	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F88208	PUMP TRANSFER	03/18/2025	129.99	129.99	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F88390	COUPLE HOSE BARB	03/18/2025	20.97	20.97	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F89405	STRTRL SCRW	03/21/2025	13.49	13.49	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F90501	AIR FILTER	03/24/2025	5.59	5.59	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F90501	AIR FILTER	03/24/2025	5.59	5.59	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F90501	AIR FILTER	03/24/2025	5.59	5.59	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F90501	AIR FILTER	03/24/2025	5.59	5.59	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F90501	AIR FILTER	03/24/2025	5.60	5.60	04/03/2025
26	LIVINGSTON ACE HARDWARE -	F90772	COVERALL	03/24/2025	119.94	119.94	04/03/2025
26	LIVINGSTON ACE HARDWARE -	X44096	SUPPLY HOSE	03/03/2025	42.07	42.07	04/03/2025
26	LIVINGSTON ACE HARDWARE -	X44233	BOLT	03/05/2025	11.96	11.96	04/03/2025
26	LIVINGSTON ACE HARDWARE -	X44234	PULL UTILITY	03/05/2025	20.97	20.97	04/03/2025
26	LIVINGSTON ACE HARDWARE -	X44441	TRUFUEL 4CYCLE	03/09/2025	92.94	92.94	04/03/2025
26	LIVINGSTON ACE HARDWARE -	X45086	HOSE	03/18/2025	109.99	109.99	04/03/2025
Total LIVINGSTON ACE HARDWARE - #122005:					1,916.90	1,916.90	
<b>MAIN LINE MECHANICS INC</b>							
10007	MAIN LINE MECHANICS INC	155	LIGHT IN DASH	03/10/2025	888.27	888.27	04/03/2025
Total MAIN LINE MECHANICS INC:					888.27	888.27	
<b>MED ONE CAPITAL FUNDING LLC</b>							
10007	MED ONE CAPITAL FUNDING LL	M00347626	LEASE RENTAL	03/17/2025	405.00	405.00	04/03/2025
Total MED ONE CAPITAL FUNDING LLC:					405.00	405.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>MISC</b>							
99999	MISC	BICSA000	Ambulance Overpayment	04/03/2025	329.49	329.49	04/08/2025
99999	MISC	TK2024-0221	Bond Refund	03/27/2025	590.00	590.00	03/27/2025
99999	MISC	TK2025-0113	Bond Refund	04/02/2025	385.00	385.00	04/02/2025
Total MISC:					1,304.49	1,304.49	
<b>MONTANA DOG COMPANY</b>							
10005	MONTANA DOG COMPANY	000029	DOG FOOD	03/30/2025	216.00	216.00	04/03/2025
Total MONTANA DOG COMPANY:					216.00	216.00	
<b>MONTANA GUTTER SOLUTIONS</b>							
10002	MONTANA GUTTER SOLUTION	15305	GUTTER PACKAGE	03/26/2025	2,563.60	2,563.60	04/03/2025
Total MONTANA GUTTER SOLUTIONS:					2,563.60	2,563.60	
<b>MONTANA MUNICIPAL INTERLOCAL AUTHORITY</b>							
10002	MONTANA MUNICIPAL INTERLO	DR1005721	EV2024012256	03/31/2025	1,246.36	1,246.36	04/03/2025
Total MONTANA MUNICIPAL INTERLOCAL AUTHORITY:					1,246.36	1,246.36	
<b>MOUNTAIN WIND CONSTRUCTION</b>							
10002	MOUNTAIN WIND CONSTRUCTI	201	2008 PETERBILT 389 SEMI	04/03/2025	85,000.00	85,000.00	04/04/2025
Total MOUNTAIN WIND CONSTRUCTION:					85,000.00	85,000.00	
<b>MURDOCH'S RANCH &amp; HOME SUPPLY</b>							
3688	MURDOCH'S RANCH & HOME S	INV-012638812	ELECTRYX TRP	02/03/2025	25.98	25.98	04/02/2025
3688	MURDOCH'S RANCH & HOME S	INV-012645305	ICE SCRAPER	02/03/2025	15.99	15.99	04/02/2025
3688	MURDOCH'S RANCH & HOME S	INV-012667705	WELDING CABLE	02/05/2025	71.88	71.88	04/02/2025
3688	MURDOCH'S RANCH & HOME S	INV-012697834	CABLE	02/07/2025	9.30	9.30	04/02/2025
3688	MURDOCH'S RANCH & HOME S	INV-012703609	CABLE	02/07/2025	30.99	30.99	04/02/2025
3688	MURDOCH'S RANCH & HOME S	INV-012709259	ALUM SCOOP	02/07/2025	119.97	119.97	04/02/2025
3688	MURDOCH'S RANCH & HOME S	INV-012816210	TIRE CHAIN	02/14/2025	137.77	137.77	04/02/2025
3688	MURDOCH'S RANCH & HOME S	INV-012817220	PROPANE	02/14/2025	47.46	47.46	04/02/2025
3688	MURDOCH'S RANCH & HOME S	INV-012920999	BORDER SPADE	02/19/2025	32.99	32.99	04/02/2025
3688	MURDOCH'S RANCH & HOME S	INV-012939104	PROPANE TORCH	02/20/2025	62.04	62.04	04/02/2025
3688	MURDOCH'S RANCH & HOME S	INV-012959877	PROPANE TORCH	02/21/2025	145.42	145.42	04/02/2025
Total MURDOCH'S RANCH & HOME SUPPLY:					699.79	699.79	
<b>NORDIC FIRE DEFENSE</b>							
10006	NORDIC FIRE DEFENSE	1282	PRO SERVICES	03/18/2025	95.00	95.00	04/03/2025
Total NORDIC FIRE DEFENSE:					95.00	95.00	
<b>NORTHWESTERN ENERGY</b>							
151	NORTHWESTERN ENERGY	0708370-2 202	8th & Park Sprinklers	03/20/2025	6.40	6.40	04/03/2025
151	NORTHWESTERN ENERGY	0709877-5 202	200 E Reservoir (north side hill)	03/20/2025	673.53	673.53	04/03/2025
151	NORTHWESTERN ENERGY	0709880-9 202	200 River Drive - Pool	03/20/2025	210.98	210.98	04/03/2025
151	NORTHWESTERN ENERGY	0709881-7 202	229 River Drive - Civic Center	03/20/2025	1,663.23	1,663.23	04/03/2025
151	NORTHWESTERN ENERGY	0709882-5 202	229 River Drive - Pump Civic Cent	03/20/2025	.00	.00	
151	NORTHWESTERN ENERGY	0719271-9 202	601 Robin Lane - Well	03/20/2025	2,244.08	2,244.08	04/03/2025
151	NORTHWESTERN ENERGY	0719272-7 202	4 Billman Lane - Well	03/20/2025	2,081.76	2,081.76	04/03/2025
151	NORTHWESTERN ENERGY	0719358-4 202	Street Lights - Livingston	03/20/2025	2,482.69	2,482.69	04/03/2025
151	NORTHWESTERN ENERGY	0719373-3 202	229 River Drive	03/20/2025	8.97	8.97	04/03/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	0720113-0 202	229 River Drive - CC Building	03/20/2025	225.01	225.01	04/03/2025
151	NORTHWESTERN ENERGY	0720122-1 202	400 North M	03/20/2025	.00	.00	
151	NORTHWESTERN ENERGY	0802599-1 202	608 W Chinook	03/20/2025	36.74	36.74	04/03/2025
151	NORTHWESTERN ENERGY	0933715-5 202	710 W Callender	03/20/2025	26.95	26.95	04/03/2025
Total NORTHWESTERN ENERGY:					9,660.34	9,660.34	
<b>O'REILLY AUTOMOTIVE, INC</b>							
2437	O'REILLY AUTOMOTIVE, INC	1558-384367	FUEL FILTER	03/27/2025	34.82	34.82	04/03/2025
Total O'REILLY AUTOMOTIVE, INC:					34.82	34.82	
<b>OUTHOUSE HEATING &amp; PLUMBING</b>							
3551	OUTHOUSE HEATING & PLUMBING	5206	UNIT HEATER SHOP	04/02/2025	3,750.00	3,750.00	04/02/2025
Total OUTHOUSE HEATING & PLUMBING:					3,750.00	3,750.00	
<b>PACIFIC STEEL &amp; RECYCLING</b>							
3743	PACIFIC STEEL & RECYCLING	8973550	SQUARE TUBE	03/18/2025	537.62	537.62	04/03/2025
Total PACIFIC STEEL & RECYCLING:					537.62	537.62	
<b>POOR BOYZ CONSTRUCTION</b>							
10007	POOR BOYZ CONSTRUCTION	2023.2025	REPAIR OFFICES	03/31/2025	9,200.00	9,200.00	03/31/2025
Total POOR BOYZ CONSTRUCTION:					9,200.00	9,200.00	
<b>RIVERSIDE HARDWARE LLC</b>							
3659	RIVERSIDE HARDWARE LLC	246682	CABLE TIE	04/02/2025	22.99	22.99	04/03/2025
Total RIVERSIDE HARDWARE LLC:					22.99	22.99	
<b>SECURITY SOLUTIONS, INC.</b>							
3020	SECURITY SOLUTIONS, INC.	20725-A	ALARM MONITORING	04/01/2025	96.00	96.00	04/03/2025
Total SECURITY SOLUTIONS, INC.:					96.00	96.00	
<b>SIRCHIE</b>							
738	SIRCHIE	0674326-IN	Evidence SUPPLIES	12/16/2024	107.84	107.84	04/03/2025
Total SIRCHIE:					107.84	107.84	
<b>SPECIAL LUBE</b>							
1814	SPECIAL LUBE	224-280-26018	Oil Change	03/28/2025	85.67	85.67	04/03/2025
Total SPECIAL LUBE:					85.67	85.67	
<b>STAFFORD ANIMAL SHELTER</b>							
1439	STAFFORD ANIMAL SHELTER	487	Boarding-NOV	12/01/2024	3,833.00	3,833.00	04/03/2025
1439	STAFFORD ANIMAL SHELTER	488	Boarding-DEC	01/01/2025	3,833.00	3,833.00	04/03/2025
1439	STAFFORD ANIMAL SHELTER	499	Boarding-JAN	01/01/2025	3,833.00	3,833.00	04/03/2025
1439	STAFFORD ANIMAL SHELTER	500	Boarding-FEB	02/01/2025	3,833.00	3,833.00	04/03/2025
1439	STAFFORD ANIMAL SHELTER	501	Boarding-MARCH	03/01/2025	3,833.00	3,833.00	04/03/2025
Total STAFFORD ANIMAL SHELTER:					19,165.00	19,165.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>THE MAIN PRINT SHOP</b>							
10006	THE MAIN PRINT SHOP	21025	SPRING FLYER	04/02/2025	1,564.48	1,564.48	04/02/2025
10006	THE MAIN PRINT SHOP	21025	SPRING FLYER	04/02/2025	1,919.40	1,919.40	04/02/2025
10006	THE MAIN PRINT SHOP	21025	SPRING FLYER	04/02/2025	489.00	489.00	04/02/2025
10006	THE MAIN PRINT SHOP	21025	SPRING FLYER	04/02/2025	489.00	489.00	04/02/2025
Total THE MAIN PRINT SHOP:					4,461.88	4,461.88	
<b>TRANSUNION RISK &amp; ALTERNATIVE</b>							
3376	TRANSUNION RISK & ALTERNA	380349-20250	investigative resear	04/01/2025	75.00	75.00	04/03/2025
Total TRANSUNION RISK & ALTERNATIVE:					75.00	75.00	
<b>US POST OFFICE</b>							
2596	US POST OFFICE	2025.4	Postage	04/02/2025	2,500.00	2,500.00	04/02/2025
2596	US POST OFFICE	2025.4	Postage	04/02/2025	2,500.00	2,500.00	04/02/2025
2596	US POST OFFICE	2025.4	Postage	04/02/2025	2,500.00	2,500.00	04/02/2025
Total US POST OFFICE:					7,500.00	7,500.00	
<b>XYLEM WATER SOLUTIONS U.S.A, INC.</b>							
2432	XYLEM WATER SOLUTIONS U.S	3556D67120	NP462-3	03/18/2025	9,623.24	9,623.24	04/03/2025
Total XYLEM WATER SOLUTIONS U.S.A, INC.:					9,623.24	9,623.24	
Grand Totals:					281,363.54	281,363.54	

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**File Attachments for Item:**

**C. JUDGES MONTHLY REPORT FEBRUARY 2025**

LIVINGSTON CITY COURT  
MONTHLY FINANCIAL REPORT

Month: FEBRUARY 2025

Dismissed-Plea Agreement:	2
“ Pretrial Diversion/Deferred:	1
“ Miscellaneous:	15
Paid Fines:	18

**Monthly Total: 36**

Paid-Bond Forfeit/Fines/Time Payments: \$3,265.00

Parking Enforcement & Police issued Parking Tickets: \$766.50

TOTAL \$4,031.50

MLEA Surcharge:	\$205.62
TECH Surcharge:	\$195.00
Victim/Witness Surcharge:	\$201.00
MISD Surcharge:	\$310.00
Court Costs	\$ 45.00

TOTAL: (\$ 956.62)

**Total amount credited to City of Livingston General Fund: \$3,074.88**

*I hereby certify that this is a true and correct statement of the amount of fines/fees/costs which were fully paid and credited with the Livingston City Court during the month of: FEBRUARY 2025*

Prepared by: Holly Happe  
Hon. Holly Happe  
Livingston City Judge

Date: 3/19/25

**File Attachments for Item:**

**D. AGREEMENT 20168 WITH VIEW VISTA COMMUNITY**



**DATE:** April 15, 2025  
**TO:** Chair Schwarz and City Commissioners  
**FROM:** Grant Gager  
**RE:** Staff Report for Contract 20168 with View Vista Community

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**Recommendation and Summary**

Staff is recommending the Commission approve agreement number 20168 with the View Vista Community by adopting the following motion:

“I move to approve agreement number 20168 with the View Vista Community Inc. and authorize the Chair to sign the agreement.”

**The reasons for the recommendation are as follows:**

- The View Vista Community operates water and sewer systems that connect with the City’s systems.
- The View Vista Community has applied for an administrative minor subdivision and this agreement will provide the ability of the City and Community to ensure adequate replacement systems if a parcel is sold.

**Introduction and History**

The View Vista Community owns a parcel adjacent to View Vista Drive which are served by private water and sewer systems that connect with the City’s systems. The Community is seeking to subdivide its parcel through the City’s administrative minor subdivision process. Given the interconnectedness of the systems, the City and Community desire to ensure that there are allowances for future systems to ensure continued service.

**Analysis**

City staff recognizes the importance of maintaining the ability to ensure systems are able to be maintained so as to minimize disruption to the overall system. This agreement will provide the ability of the City and Community to ensure adequate access if a parcel is sold.

**Fiscal Impact**

There is no fiscal impact arising from this agreement.



**Strategic Alignment**

Effective management of public assets, including utility easements, is a best practice.

**Attachments**

- Attachment A: Agreement 20168

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

**AGREEMENT REGARDING CONDITIONS FOR APPROVAL OF THE  
 VIEW VISTA MINOR SUBDIVISION**

This Agreement (“Agreement”) is made \_\_\_\_\_, 2025, between View Vista Community, Inc., a Montana non-profit corporation, of 1 View Vista Drive, Livingston, MT 59047 (“View Vista”), and the City of Livingston, a Montana municipal corporation, of 220 E. Park Street, Livingston, MT 59047 (the “City”).

**RECITALS**

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

B. City has annexed the Property into the City of Livingston.

C. View Vista has applied for a Minor Subdivision with the legal description for said Minor Subdivision being View Vista Minor Subdivision, Subdivision Plat No. \_\_\_\_\_.

D. Located within the Property are water and sewer lines which connect into City’s water and sewer systems. However, View Vista maintains said water and sewer lines which lie within the exterior boundary lines of the Property.

E. View Vista has applied for loans and grants to upgrade the water and sewer lines within the exterior boundary lines of the Property, and after the water and sewer lines are upgraded, they will be dedicated to the City. City and View Vista anticipate that it will take three to four years to obtain the funding and to install the new lines.

F. If View Vista plans to sell Tract 1-A of the View Vista Minor Subdivision, Subdivision

Plat No. \_\_\_\_\_, this agreement shall come into force.

G. City wants assurance that this Agreement is binding upon the purchaser of Tract 1-A, and as such the City is willing to approve the minor subdivision provided that certain conditions are met, which are as follows:

1. The existing sewer and water lines will continue to be maintained by View Vista until such time as the sewer and water lines are upgraded.

2. The purchaser and future owner of Tract 1-A is precluded from interfering in any fashion with the use, maintenance, repair and replacement of the existing water and sewer lines.

3. The purchaser and future owner of Tract 1-A will consent to and enter into a Sewer and Water Pipeline and Access Easement and Agreement with View Vista and with the City for the location, placement, repair, replacement, maintenance, and upgrade of the existing sewer and water lines, and for the repair, replacement, maintenance, and upgrade of the upgraded sewer and water lines once such are installed.

4. View Vista and the future owner of Tract 1-A agree to dedicate to City the upgraded water and sewer lines once they are installed.

5. That these conditions are binding upon the successors and assigns of View Vista.

6. This Agreement will be recorded with the Park County Clerk and Recorder's Office.

Now, therefore, in consideration of this Agreement, and other good and valuable consideration, City and View Vista agree as follows:

**SECTION ONE.  
INCORPORATION OF RECITALS**

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

**SECTION TWO.  
GRANT OF MINOR SUBDIVISION APPLICATION WITH CONDITIONS**

City agrees to grant the View Vista Minor Subdivision Application subject to the foregoing conditions to be imposed upon Tract 1-A of the View Vista Minor Subdivision, Subdivision Plat No. \_\_\_\_\_:

1. The existing sewer and water lines will continue to be maintained by View Vista until such time as the sewer and water lines are upgraded.

2. The purchaser and future owner of Tract 1-A is precluded from interfering in any fashion with the use, maintenance, repair and replacement of the existing water and sewer lines.

3. The purchaser and future owner of Tract 1-A will consent to and enter into a Sewer and Water Pipeline and Access Easement and Agreement with View Vista and the City for the location, placement, repair, replacement, maintenance, and upgrade of the existing sewer and water lines, and for the repair, replacement, maintenance, and upgrade of the upgraded sewer and water lines once funding is obtained.

4. View Vista and the future owner of Tract 1-A agree to dedicate to the City the upgraded water and sewer lines once they are installed.

5. This Agreement will be recorded with the Park County Clerk and Recorder's Office.

**SECTION THREE.  
TERMINATION**

This Agreement will terminate once the foregoing conditions have been satisfied in accordance with the terms of this Agreement. City and View Vista will prepare and record a Notice of Termination with the Park County Clerk and Recorder's Office.

**SECTION FOUR.  
ASSIGNMENT**

This agreement is transferable and assignable by View Vista upon the expressed written consent of the City. However, all of View Vista's successors and assignees are bound by the terms of this Agreement, the terms must be disclosed by View Vista, or any subsequent grantor of View Vista's property, to their successors and assigns.

**SECTION FIVE.  
NOTICES**

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

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

B. If to View Vista:

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

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

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

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

**SECTION SEVEN.  
NO PERSONAL LIABILITY**

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

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

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

**SECTION NINE.  
SEVERABILITY**

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

**SECTION TEN.  
GOVERNING LAW**

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

**SECTION ELEVEN.  
CONSTRUCTION**

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

**SECTION TWELVE.  
MULTIPLE COUNTERPARTS**

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

**SECTION THIRTEEN.  
HEADINGS**

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

**SECTION FOURTEEN.  
BINDING EFFECT**

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

**SECTION FIFTEEN.  
ENTIRE AGREEMENT**

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

**SECTION SIXTEEN.  
MODIFICATION**

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

**SECTION SEVENTEEN.  
AUTHORITY OF THE CITY**

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

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

City of Livingston

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

Grant Gager

Its: City Manager

STATE OF MONTANA     )  
  :SS.  
County of Park             )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **Grant Gager, City Manager for the City of Livingston**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

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

Approved:

Dated: April 7, 2025.

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

View Vista Community, Inc.

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

STATE OF MONTANA     )  
  :SS.  
County of Park             )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **Angela Zindler, President of Board of Directors for View Vista Community, Inc.**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

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

Approved:

Dated: \_\_\_\_\_, 2025.

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

**File Attachments for Item:**

**E. AGREEMENT 20169 WITH BNSF RAILWAY FOR PIPELINE**



**DATE:** April 15, 2025  
**TO:** Chair Schwarz and City Commissioners  
**FROM:** Grant Gager  
**RE:** Staff Report for Contract 20169 with BNSF Railway

**Recommendation and Summary**

Staff is recommending the Commission approve agreement number 20169 with the BNSF Railway by adopting the following motion:

“I move to approve agreement number 20169 with the BNSF Railway and authorize the City Manager to sign the agreement.”

**The reasons for the recommendation are as follows:**

- The City is preparing for a capital improvement project to reduce inflow and infiltration on a sewer main that runs across BNSF Railway property.
- The BNSF Railway provided a pipeline access agreement to enable the project to continue.

**Introduction and History**

The City Commission’s FY 2024-25 budget includes a capital improvement project to reduce inflow and filtration (I&I) in the sewer system near the Bennett Street crossing. The BNSF Railway owns land through which the City’s sewer main has transited since its placement in 1937. The Railway requires an access agreement to allow the project.

**Analysis**

City staff recognizes the importance of reducing I&I in the sewer system. This agreement will provide the ability of the City to complete the approved project.

**Fiscal Impact**

There is a cost of \$7,400 associated with the agreement. This amount is within the project budget.

**Strategic Alignment**

Effective management of public assets, including sewer mains, is a best practice.



**Attachments**

- Attachment A: Agreement 20169



April 1, 2025

CITY OF LIVINGSTON  
Attention: Shannon Holmes  
330 Bennett Street  
Livingston, MT 59047

24w-23152

Dear Holmes:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Payment can be made online or you can mail check with tracking number payable to BNSF and sent to PO Box 676160, Dallas, TX 75267-6160. **DO NOT PAY THE CONVIENCE FEE IF MAILING A CHECK.**

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement sent to [bnsf@vertikalrms.com](mailto:bnsf@vertikalrms.com) and the holder address is:

BNSF Railway Company  
P.O. Box 827  
Riverside, CA 92502

2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

**In lieu of providing a separate policy for Railroad Protective Liability Insurance**, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract

Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the premises completes the safety orientation program at the website [www.BNSFcontractor.com](http://www.BNSFcontractor.com) prior to entering upon the premises. The certification is good for one year, and each person entering the premises must possess the card certifying completion.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

**The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.**

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$800.00.

Sincerely,

Melissa Woodruff  
Permit Manager  
Attachment

## PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective \_\_\_\_\_, 2025 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF LIVINGSTON**, ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

### GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), consisting of one (1) pipeline, twelve (12") inches in diameter and one (1) twenty four (24") in diameter (the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Livingston, County of Park, State of Montana, Line Segment 0041, Mile Post 114.00 as shown on the attached Drawing No. 92764, dated November 1, 2024, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry domestic wastewater, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises or using or allowing the use of the Premises for any other purpose. The Premises is within the Burlington Northern Livingston Shop Complex, a Facility listed on the Montana Comprehensive Environmental Cleanup and Responsibility Act (CECRA) Priority List. Documents relating to the investigation and remediation of the Facility are available through Montana's Department of Environmental Quality.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

### COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of seven thousand four hundred and no/100 Dollars (\$ 7,400.00) as compensation for the use of the Premises.
7. Costs and Expenses.
  - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
  - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the

"**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

7.3 Licensor, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.

8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

### **LICENSOR'S RESERVED RIGHTS**

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:

9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;

9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or

9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.

10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

### **LICENSEE'S OPERATIONS**

11. Construction and Maintenance of the Pipeline.

11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's representative or the Scheduling Agent at ROWCoordinator@BNSF.com at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. Only in the event of emergency, Licensee shall notify Licensor's Roadmaster of entry onto the Premises, at the telephone 406-447-2335, as soon as practicable and shall promptly thereafter follow up with written notice of such entry to the email provided above.

- 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3<sup>rd</sup> parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-713-3599 (option1), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

**LIABILITY AND INSURANCE**

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees,

licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless

any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
  - Bodily Injury and Property Damage
  - Personal Injury and Advertising Injury
  - Fire legal liability
  - Products and completed operations
  - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
  - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
  - Waiver of subrogation in favor of and acceptable to Licensor;
  - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
  - Separation of insureds;
  - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
  - Bodily injury and property damage.
  - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
  - Waiver of subrogation in favor of and acceptable to Licensor;
  - Additional insured endorsement in favor of and acceptable to Licensor;
  - Separation of insureds;
  - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
  - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
  - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
  - Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,266.00.

- Licensee may **elect** to participate in Licensor's Blanket Policy;
- Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of

subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

- 15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.
- 15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.
- 15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.
- 15.6.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

## **COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS**

16. Compliance with Laws, Rules, and Regulations.
- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensor's property. Upon request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C.

§1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

17.10 Soils and Materials Management.

(a) Licensee shall, at Licensee's expense, characterize any excess soils generated during the project. Upon receiving sampling results, Licensee shall, at Licensee's expense in consultation with Licensor, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination. During any temporary sewer bypass necessitated by the project, Licensee must capture and contain any groundwater infiltrating into the sewer pipe. Such groundwater shall be characterized, managed and disposed of in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

(b) All soils and materials including, but not limited to, groundwater, generated by Licensee's work must be removed from the Licensor's property or right of way and properly characterized, managed, transported, and disposed of at an appropriately-licensed facility, by or at Licensee's direction and at Licensee's expense, in accordance with all Environmental Laws. Licensor shall not be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

(c) All fill materials to be imported to Licensor's property shall be sourced and placed in compliance with Montana Department of Environmental Quality's (MDEQ) backfill import requirements and in consultation with MDEQ. Information regarding the MDEQ requirements may be obtained through MDEQ. See also, <https://deq.mt.gov/cleanupandrec/Programs/superfundstate>.

(d) At least ten (10) days prior to commencing work, License shall also contact BNSF's Manager at [lauren.knickrehm@bnsf.com](mailto:lauren.knickrehm@bnsf.com) to coordinate work activities at the site. Work may not begin until such coordination takes place.

**DISCLAIMER OF WARRANTIES**

18. No Warranties.

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE.**

**LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

#### **LIENS AND TAXES**

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

#### **DEFAULT, TERMINATION, AND SURRENDER**

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.

23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.

- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
  - 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
  - 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
  - 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor for no additional consideration.

**MISCELLANEOUS**

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.
- 26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.
27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.  
2650 Lou Menk Drive – MOB2  
Fort Worth, TX 76131  
Attn: Permits/Licenses

with a copy to: BNSF Railway Company  
2650 Lou Menk Dr.  
Fort Worth, TX 76131  
Attn: Senior Manager Real Estate

If to Licensee: CITY OF LIVINGSTON  
330 Bennett Street  
Livingston, MT 59047

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing",

"written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

**END OF PAGE – SIGNATURE PAGE FOLLOWS**

This License has been duly executed by the parties hereto as of the Effective Date.

**LICENSOR:**

**BNSF Railway Company**, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.  
2650 Lou Menk Drive – MOB2  
Fort Worth, TX 76131

By: \_\_\_\_\_  
By: Patricia Villegas  
Title: Vice President

**LICENSEE:**

**CITY OF LIVINGSTON,**

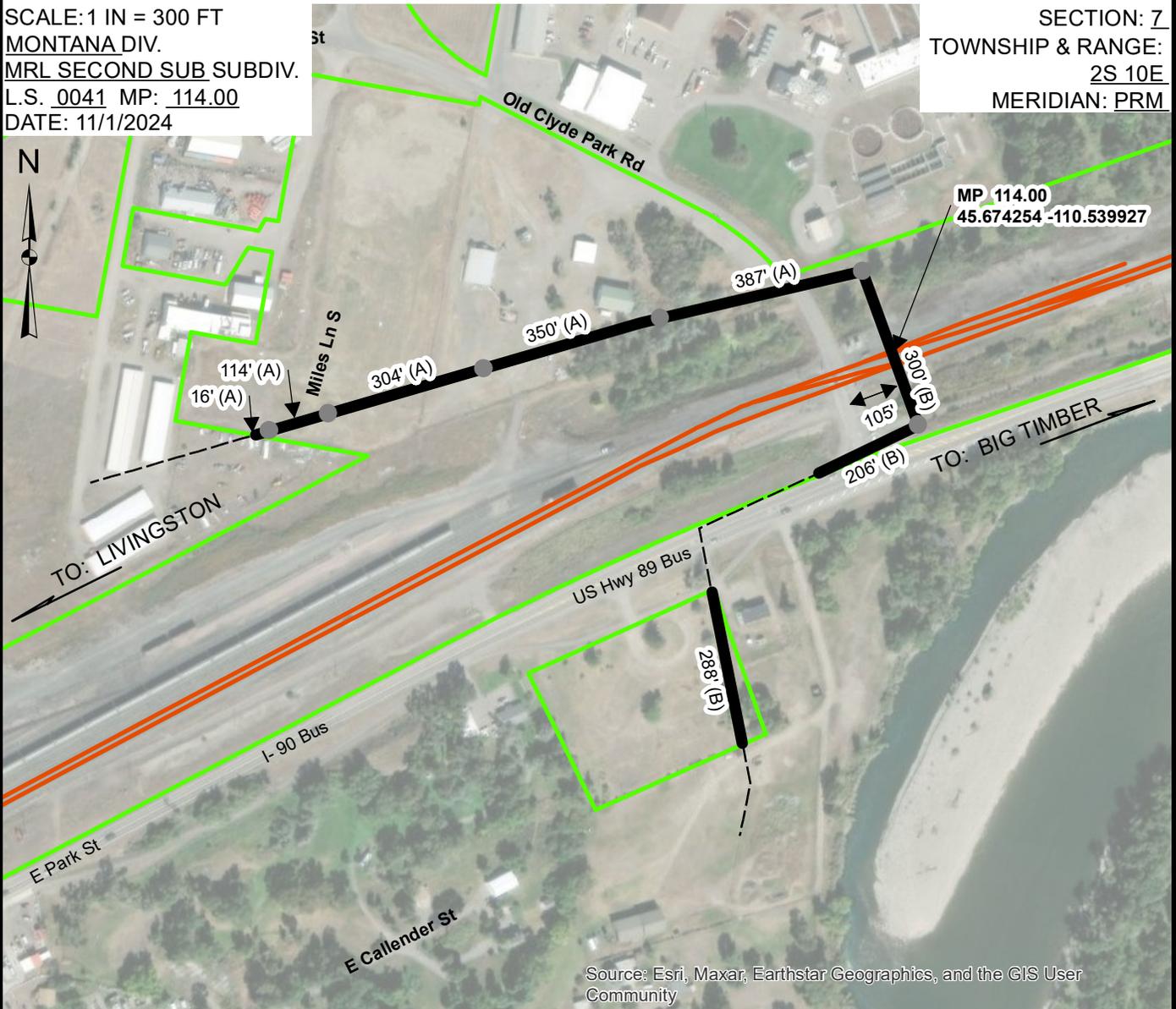
By: \_\_\_\_\_  
By:  
Title:

# EXHIBIT "A"

SCALE: 1 IN = 300 FT  
 MONTANA DIV.  
 MRL SECOND SUB SUBDIV.  
 L.S. 0041 MP: 114.00  
 DATE: 11/1/2024

SECTION: Z  
 TOWNSHIP & RANGE:  
 2S 10E  
 MERIDIAN: PRM

MAP REF. 18



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

DESCRIPTION OF PIPELINE PIPELINE SHOWN BOLD	TOTAL LENGTH OF PIPE ON ROW 1965'	
	CARRIER PIPE	CASING PIPE
SIZE:	12" (A) 24" (B)	-
CONTENTS:	DOMESTIC WASTEWATER	LENGTH ON R/W:
PIPE MATERIAL:	HDPE (A) CLAY TILE (B)	WORKING PRESSURE:
SPECIFICATIONS/GRADE:	DR17 (A) CIPP LINED (B)	BURY: BASE/RAIL TO TOP OF CASING
WALL THICKNESS:	0.776" (A) 1.125" (B)	BURY: NATURAL GROUND
COATING:	-	BURY: ROADWAY DITCHES
		CATHODIC PROTECTION

NOTE:  
 (A) TOTAL LENGTH 1171'  
 (B) TOTAL LENGTH 794'  
 TOTAL LENGTH OF PIPE ON ROW 1965'

VENTS: NUMBER - SIZE - HEIGHT OF VENT ABOVE GROUND -

NOTE: CARRIER (A) TO BE INSTALLED BY PIPE BURSTING TECHNOLOGY. CARRIER (B) ALREADY EXISTS BY AGREEMENT NP-88644

LIVINGSTON  
 COUNTY OF PARK

STATE OF MT

BTH



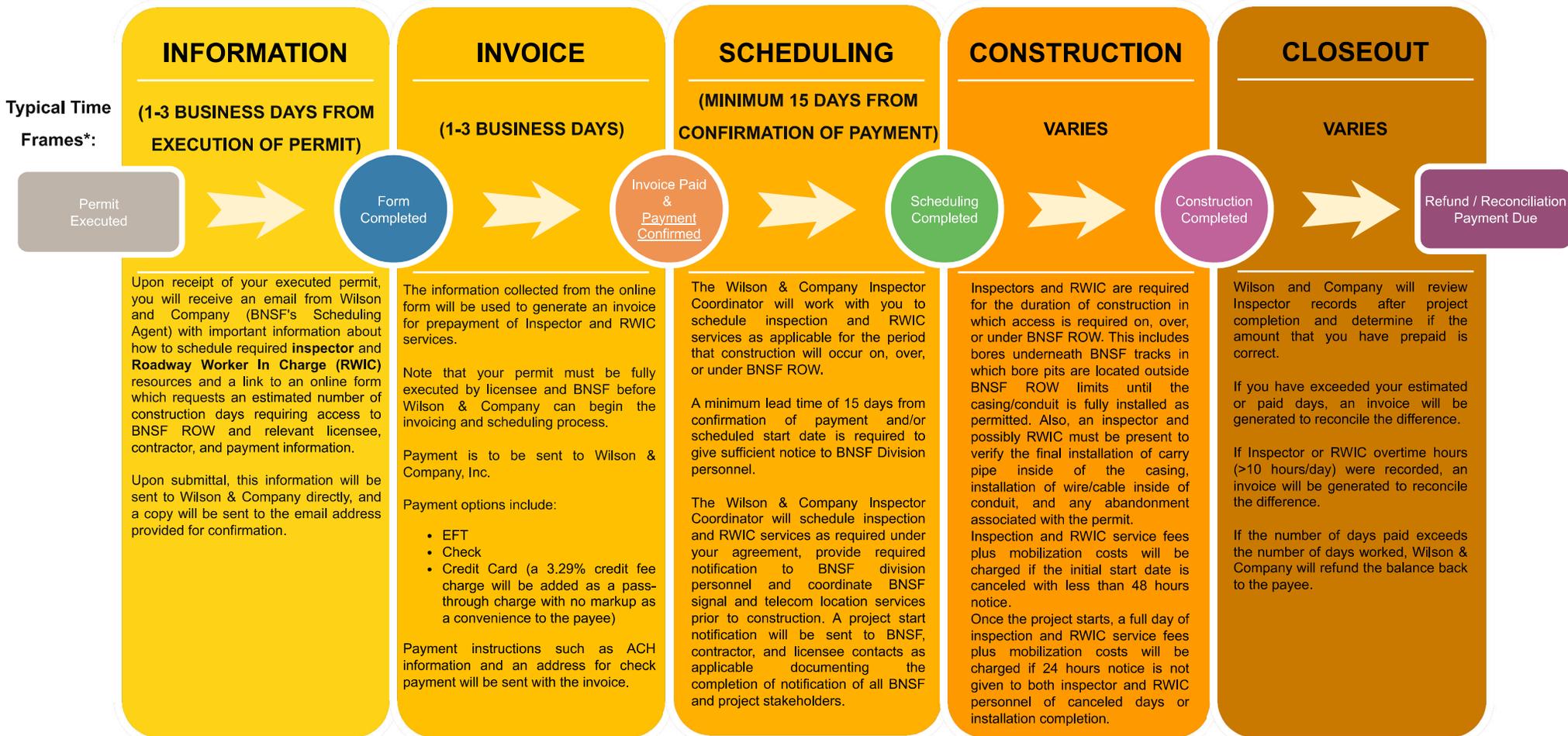
**Fee Structure (effective 4/1/2023)**

	Per Day up to 10 hours	Per hour over 10	Mobilizations	Additional Mobilizations
Inspector	\$1,400	\$155	\$400	\$400
RWIC*	\$1,400	\$155	0	\$400

\* BNSF may provide BNSF personnel to serve as RWIC, to be invoiced separately by BNSF after completion of the project. In the event that you have paid for a RWIC with Wilson & Company but BNSF requires the use of BNSF personnel, you will be refunded any remaining balance with Wilson & Company after completion of the project.

# BNSF Utility Inspector Coordinator Process

What to expect after your permit for utility installation is executed



■ Typical time frames are estimates only and are provided strictly for informational purposes. No guarantees of minimum or maximum times are expressed or implied.

■ Note that projects on BNSF's Northwest and Montana divisions and projects if directed as such by local BNSF management may require a BNSF-provided flagger. Wilson & Company will provide the coordination to provide flagging on these projects, but note that BNSF will invoice separately for flagging services after the project is complete.

A positive balance of pre-paid inspection and/or RWIC days are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. **It is the licensee's responsibility to ensure that a sufficient number of days to complete construction have been fully funded.**

**File Attachments for Item:**

**F. PURCHASE ORDER 20170 WITH SUNSET CHEVROLET INC.**



**DATE:** April 15, 2025  
**TO:** Chair Schwarz and City Commissioners  
**FROM:** Shannon Holmes  
**RE:** Staff Report for Purchase Order 20170 for 2025 Chevrolet Silverado 2500 truck

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**Recommendation and Summary**

Staff is recommending the Commission Approve the purchase of a 2025 Silverado 2500 with Sunset Chevrolet, INC. per the City’s purchasing policy by adopting the following motion:

“I move to approve Purchase Order 20170 with Sunset Chevrolet and authorize the City Manager to sign Purchase Order 20170.”

The reasons for the recommendation are as follows:

- The 2025 Chevrolet Silverado 2500 will replace current 2010 ¾ ton truck.
- The 2025 Chevrolet Silverado 2500 will increase efficiency by transporting necessary parts, tools, and equipment to/from project sites and provide a four-wheel drive with a higher towing capacity for hauling equipment with cab space for water staff, and cutting down the vehicle maintenance costs promoting reliability to the most important vehicle in the water departments fleet.

**Introduction and History**

The City Public Works Water Department operates with the current 2010 GMC 2500 service truck which has served its useful tenure. With the City’s rapid expansion and workload, it would benefit the city purchasing a new, more capable truck to haul and transport the necessary tools and equipment while also giving more cab space for more employees and hauling our trench box trailer freeing up our already short, aging vehicle fleet promoting better efficiency as a whole.

**Analysis**

The 2025 Chevy 2500 service truck will replace the existing 2010 2500 GMC service truck the city purchased 10 years ago. The 2025 Silverado 2500 has a utility box already installed on it.



**Fiscal Impact**

The purchase of the truck is the Fiscal Year 2025 budget for \$61,200.00

**Strategic Alignment**

City of Livingston Organizational Goal #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.

**Attachments**

- Attachment A: Purchase Order  
Attachment B: Vehicle Buyer’s Order  
Attachment C: Photo of truck



www.sunsetchevrolet.com

**SUNSET CHEVROLET, INC.**

910 Traffic Avenue  
 Summer, WA 98390

(253) 348-2083 • FAX (253) 863-9428

DEAL # 219280

Purchaser CITY OF LIVINGSTON MONTANA

Address 330 BENNETT STREET

City LIVINGSTON County \_\_\_\_\_

State MT Zip 59047

**VEHICLE BUYERS ORDER**

Date 04/07/2025

Residence phone (\_\_\_\_\_) \_\_\_\_\_ Business phone (\_\_\_\_\_) \_\_\_\_\_

STOCK NO.	YEAR	NEW	USED	MAKE	MODEL	VIN NUMBER
24610	2025	XX		CHEVROLE	SILVERADO	1G85KLEZ0SE158558

Title Brands/Comments (if applicable): \_\_\_\_\_ REBUILT \_\_\_\_\_ JUNK \_\_\_\_\_ SALVAGE/REBUILT \_\_\_\_\_ DESTROYED

LICENSE NO. WA:	TAB:	EXP:
ODOMETER READING	5	

The owner of a vehicle may be required to spend up to \$150 for repairs if the vehicle does not meet the vehicle emission standards under chapter 70.120 RCW. Unless expressly warranted by the motor vehicle dealer, the dealer is not warranting that this vehicle will pass any emission tests required by federal or state law.

X \_\_\_\_\_ SIGNATURE (DO NOT INITIAL)  
**USED VEHICLE TRADE-IN**

YEAR	MAKE	MODEL
MILEAGE	VIN#	
BALANCE OWED TO		
LIC#	TAB:	EXP:
YEAR	MAKE	MODEL
MILEAGE	VIN#	
BALANCE OWED TO		
LIC#	TAB:	EXP:

\* Purchase acknowledged that the payoff and/or lien balance on the trade-in vehicle as described above is only an estimated figure, subject to verification and confirmation from the lienholder as to the exact dollar amount. In the event the payoff/lien balance exceeds the above-stated amount, such additional amount shall be added to the total cash price of the vehicle and shall be paid to the dealer on delivery of the vehicle or added to the amount being financed.

X \_\_\_\_\_ SIGNATURE (DO NOT INITIAL)

FINANCING CONDITION IF A RETAIL INSTALLMENT CONTRACT OR NOTE AND SECURITY AGREEMENT IS SIGNED IN CONJUNCTION WITH THIS PURCHASER'S ORDER (COLLECTIVELY, THE "AGREEMENT"), THE AGREEMENT IS BINDING UPON EXECUTION, PROVIDED HOWEVER, THAT THE DEALER WILL HEREAFTER ASSESS THE PURCHASER'S CREDITWORTHINESS AND IF THE DEALER DOES NOT HEREAFTER APPROVE FINANCING ON ACCOUNT OF THE PURCHASER'S CREDITWORTHINESS AND SUBSEQUENTLY NOTIFIES PURCHASER OF SUCH DISAPPROVAL, THIS AGREEMENT IS VOID, EXCEPT AS PROVIDED IN PARAGRAPH 12 ON THE REVERSE SIDE HEREOF.

ARBITRATION CLAUSE THIS ARBITRATION CLAUSE GREATLY AFFECTS YOUR RIGHTS IN ANY DISPUTE WITH US. PLEASE READ THE ARBITRATION CLAUSE CAREFULLY BEFORE SIGNING THIS AGREEMENT.

- YOU OR WE SHALL, SUBJECT TO THE TERMS HEREOF, HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY A JURY TRIAL.
- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE INFORMATION THAT YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.

All disputes between the parties and/or their designees (hereinafter referred to as the Parties), whether in contract, tort or otherwise, including the interpretation and scope of this clause, and the arbitrability of the claim or dispute, between you and us or our employees, agents, successors or assigns, which arise out of or relate to this Agreement or any resulting transactions shall, at your or our election, be resolved by neutral, binding arbitration in accordance with the laws of the State of Washington. Any claim or dispute is to be arbitrated on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. If the Parties are not able to agree upon a single arbitrator within ten (10) days following demand therefore, then the arbitrator shall be appointed by Judicial Arbitration and Mediations Services (JAMS). The Parties recognize, acknowledge and agree that the designated arbitrator will be an independent individual, not affiliated or related to either, and that any dispute between the Parties will not be heard and decided by a judge or jury.

Each Party shall pay one-half of the arbitrator's fees and costs, unless one Party is ruled the prevailing Party by the arbitrator, in which case the arbitrator, subsequent to the arbitration itself, may award the prevailing Party the arbitrator's fees and costs. In our discretion we may, but are not obligated to, advance more than one-half of the costs of administration or case management, provided however that we may recoup that advancement subject to the arbitrator's decision on fees and costs. The arbitrator's decision and/or award shall be final and binding on all parties, and may be sued upon or enforced in any court of competent jurisdiction.

You and we retain the right to self-help remedies, such as repossession. You and we retain the right to seek remedies in either bankruptcy court or small claims court for disputes within those courts' jurisdiction, unless such action is transferred, removed or appealed to a different court. This clause shall survive any termination, payoff or transfer of this Agreement. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

By setting forth his or her initials, Purchaser acknowledges that this agreement contains the above arbitration provision, and agrees that he or she has read and agrees to the same.

PURCHASER \_\_\_\_\_ CO-PURCHASER \_\_\_\_\_

1. BASE PRICE OF VEHICLE	63000.00
2. Dealer Added Or Deleted Options: SHIPPING	1200.00
THIS VEHICLE MAY BE EQUIPPED WITH NON-FACTORY ITEMS, AND ARE NOT COVERED UNDER MANUFACTURER'S WARRANTY. THESE ITEMS MAY BE WARRANTED BY THEIR SEPARATE MANUFACTURER'S WARRANTY.	
3. BASE PRICE OF VEHICLE AND OPTIONS (1 + / - 2)	64200.00
4. Service Contract/Extended Warranty	N/A
5. ESTIMATED Vehicle Excise Tax, License, Title And Registration Fees, Bank Title Lien Release Fee (including \$3.00 arbitration fee on new cars) (After 1/1/98 \$2.50 Dealer Administration Fee)	N/A
6. DOWN PAYMENT (Not receipt for cash received)	(A) CASH N/A (B) REBATE 3200.00
7. ESTIMATED Net Trade-In Allowance	N/A
8. TOTAL CREDITS (6 + 7)	3200.00
9. Sales Tax [Calculated on the difference between Cash Price of Vehicle and Options (Line 3 above) and Gross Trade-In Allowance] plus Service Contract / Extended Warranty, (if applicable).	N/A
10. Insurance (Life, Disability, etc.)	N/A
11. DOCUMENTARY FEE	200.00
12. TOTAL CASH PRICE OF VEHICLE (3 + 4 + 5 + 9 + 10 + 11)	64400.00
13. UNPAID BALANCE OF CASH PRICE DUE ON DELIVERY (12 - 8)	61200.00
14. UNPAID BALANCE - AMOUNT FINANCED (12 - 8)	61200.00

PURCHASER AGREES THAT THIS AGREEMENT INCLUDES ALL OF THE TERMS AND CONDITIONS ON THE FRONT AND BACK SIDE HEREOF. THAT THIS AGREEMENT CANCELLED AND SUPERSEDES ANY PRIOR AGREEMENT INCLUDING ORAL AGREEMENTS AND, AS OF THE DATE BELOW, COMPRISES, WITH ANY RETAIL INSTALLMENT CONTRACT, SERVICE CONTRACT, INSURANCE CONTRACT, AND OTHER AGREEMENTS AND ACKNOWLEDGMENTS SIGNED CONTEMPORANEOUS HERewith, THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT RELATING TO THE SUBJECT MATTERS COVERED BY THIS AGREEMENT. BY SIGNING THIS AGREEMENT, PURCHASER ACKNOWLEDGES THAT PURCHASER HAS READ ITS TERMS AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT. IF THIS ORDER IS FOR A USED VEHICLE, THE INFORMATION ON THE WINDOW FORM OF THE VEHICLE IS ALSO A PART OF THIS ORDER AND OVERRIDES ANY CONTRARY PROVISIONS OF THIS ORDER.

X \_\_\_\_\_ Purchaser's Signature Date 04/07/2025

Dealer or Dealer's Authorized



### Purchase Order

Number: 20170  
 Date: 4/15/2025

Vendor: Sunset Chevrolet Inc.  
 910 Traffic Avenue  
 Sumner WA 98390

Quantity	Description	Unit Cost	Total Cost
1	2025 Chevrolet Silverado Stock No. 24610 VIN 1GB5KLE70SF158558	\$ 63,000	\$ 63,000
	Rebate and Shipping	(\$ 1,800)	(\$ 1,800)
		Total	\$ 61,200

The City of Livingston is a tax-exempt political subdivision of the State of Montana. Please confirm this City of Livingston Purchase Order with Shannon Holmes, at SHolmes@LivingstonMontana.org or (406) 222-5667.

Please Ship Above Listed Items to:

City of Livingston  
 Attn: Shannon Holmes  
 330 Bennett St  
 Livingston, MT 59047

Order Submitted By:

\_\_\_\_\_  
 Grant Gager  
 City Manager

**File Attachments for Item:**

**A. A PROCLAMATION OF THE CITY COMMISSISON OF THE CITY OF LIVINGSTON MONTANA,  
DECLARING APRIL 13 - 19 2025 AS ANIMAL CONTROL OFFICER APPRECIATION WEEK IN  
LIVINGSTON MONTANA**



# Proclamation Of the Livingston City Commission

Declaring April 13 -19, 2025, as Animal Control Officer  
Appreciation Week in Livingston, Montana

**WHEREAS**, Animal Control Officers (ACOs) serve as first responders for animals in need, rescuing the lost, preventing cruelty, ensuring public safety, and educating the community—often in challenging and occasionally dangerous conditions; and

**WHEREAS**, the National Animal Care & Control Association (NACA), established in 1978 to provide training, resources, and support for animal control professionals, leads this annual observance in honor of the individuals who protect both animals and the people who care about them; and

**WHEREAS**, in the City of Livingston, animal care and control are one of several essential duties carried out by our three-person Code Enforcement team, who work closely with Livingston/Park County 911 Dispatch, the Livingston Police Department, Livingston Fire and Rescue, and our local animal shelter to ensure the wellbeing of both animals and the community; and

**WHEREAS**, these professionals are connected to many departments across the city and perform their work with professionalism, responsiveness, compassion, and teamwork—demonstrating a strong commitment to public service in every interaction; and

**WHEREAS**, it is important to recognize and honor the dedication, service, and positive spirit brought to this vital role by the members of our Code Enforcement team, who contribute greatly to the health, safety, and quality of life in Livingston;

**NOW, THEREFORE, BE IT RESOLVED**, on behalf of the Livingston City Commission, I, Quentin Schwarz, Chair, do hereby proclaim April 13 - 19, 2025, to be Animal Control Officer Appreciation Week in Livingston, Montana.

Further, I encourage all residents to join in expressing appreciation to our Code Enforcement team and all of those who work to protect animals in and around our community.

Signed this\_\_ day of April, 2025

\_\_\_\_\_  
**Quentin Schwarz, Chair**  
**Livingston City Commission**

\_\_\_\_\_  
**Emily Hutchinson**  
**City Clerk**

*Livingston, Montana*

**File Attachments for Item:**

**B. A PROCLAMATION OF THE CITY COMMISISON OF THE CITY OF LIVINGSTON MONTANA, DECLARING APRIL 27 - MAY 4, 2025 AS LIGHT THE NIGHT FOR FALLEN FIREFIGHTERS IN LIVINGSTON MONTANA**



# Proclamation Of the Livingston City Commission

Declaring April 27 – May 4, 2025, as Light the Night for Fallen  
Firefighters in Livingston, Montana

---

**WHEREAS**, each year, firefighters across the United States make the ultimate sacrifice in the line of duty, protecting the lives and property of others; and

**WHEREAS**, the National Fallen Firefighters Foundation honors those brave individuals during the annual Light the Night for Fallen Firefighters tribute, held in conjunction with the National Fallen Firefighters Memorial Weekend; and

**WHEREAS**, landmarks and homes across the country are illuminated in red to recognize and remember our fallen heroes and show support for their surviving families; and

**WHEREAS**, the City of Livingston honors the courage and selflessness of all firefighters, and stands in solemn remembrance of those who have given their lives in service to their communities; and

**WHEREAS**, we especially recognize and thank our own Livingston Fire & Rescue team for their unwavering dedication, bravery, and commitment to protecting our community each and every day; and

**WHEREAS**, this observance is a powerful reminder of the dangers first responders face daily, and a time to express our deep gratitude for their service and sacrifice;

**NOW, THEREFORE, BE IT RESOLVED**, on behalf of the Livingston City Commission, I, Quentin Schwarz, Chair, do hereby proclaim April 27 – May 4, 2025, to be Light the Night for Fallen Firefighters in Livingston, Montana.

**Further**, I encourage all residents and businesses to participate in this tribute by lighting their homes and buildings in red to honor and remember those who have fallen, support their families, and show appreciation for the men and women of Livingston Fire & Rescue.

Signed this \_\_\_ day of April, 2025

---

**Quentin Schwarz, Chair**  
**Livingston City Commission**

---

**Emily Hutchinson**  
**City Clerk**

*Livingston, Montana*

**File Attachments for Item:**

**B. PARK COUNTY HOUSING COALITION**



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# 2025

# WORK PLAN

March 2025



# THANK YOU

## to our financial supporters!

---

**B** Arthur M. Blank  
Family Foundation



Generous  
Community  
Members



# Agenda

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## **Park County Housing Coalition**

About the Coalition

How we work

2024 highlights

## **Snapshot of Park County's Housing Market**

## **2025 Work Plan**

Tool #12: Coordinated Entry System

Tool #10: Rehabilitation Loans & Grants

Community Housing Fund

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# About the Coalition

## AN EVOLVING PROGRAM



The coalition is a program stewarded by HRDC’s Community Development Department since 2020 and supported by a host of wonderful local, state, and national partners.

## A COLLABORATIVE MISSION



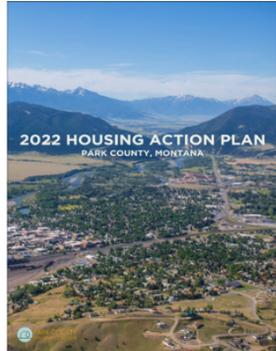
A community-based, collaborative effort creating opportunities for Park County residents to access housing where they can afford to live and thrive.

## COMMUNITY LED



A Livingston-based HRDC employee serves as the Coalition’s program manager. They are supported by a 9-person steering committee of Park County residents with diverse expertise, interests, and life experiences.

## GUIDED BY THE 2022 HAP

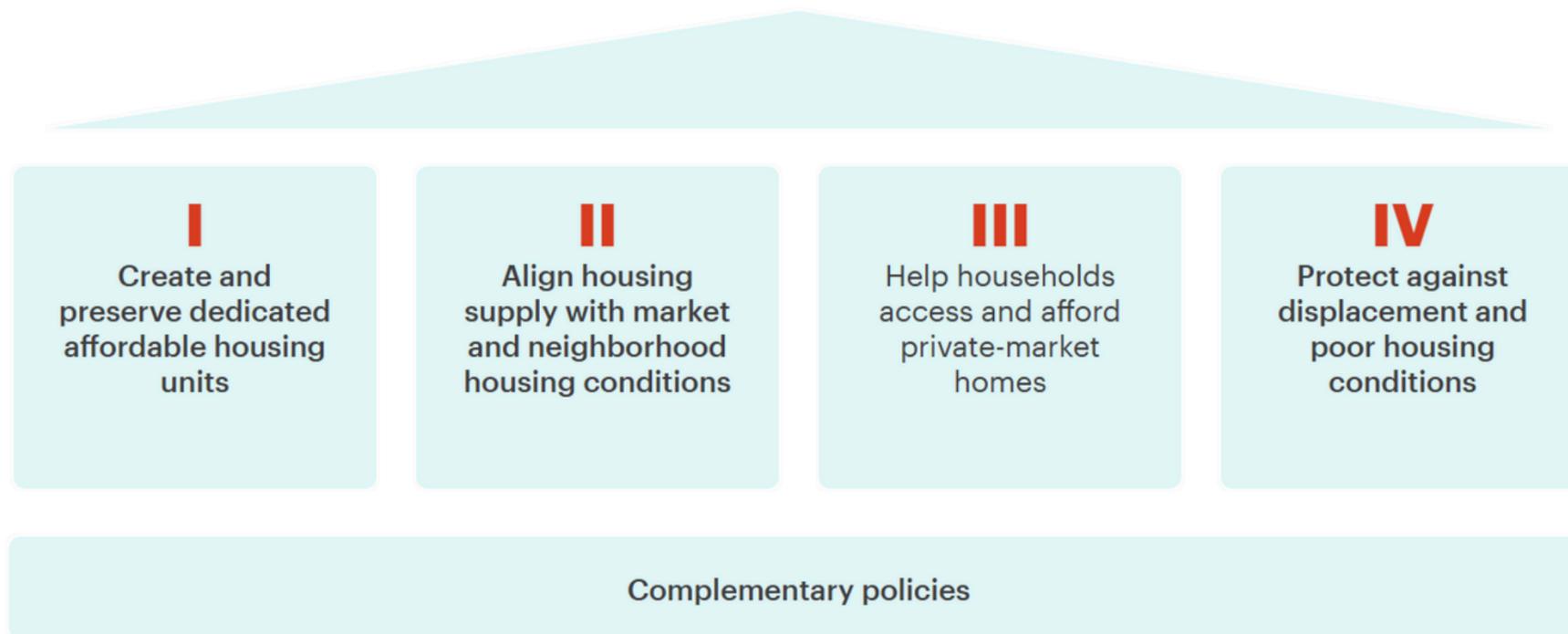


Our work is guided by the 2022 Park County Housing Action Plan, versions of which were adopted into the City of Livingston’s and Park County’s growth policies.

# How We Work

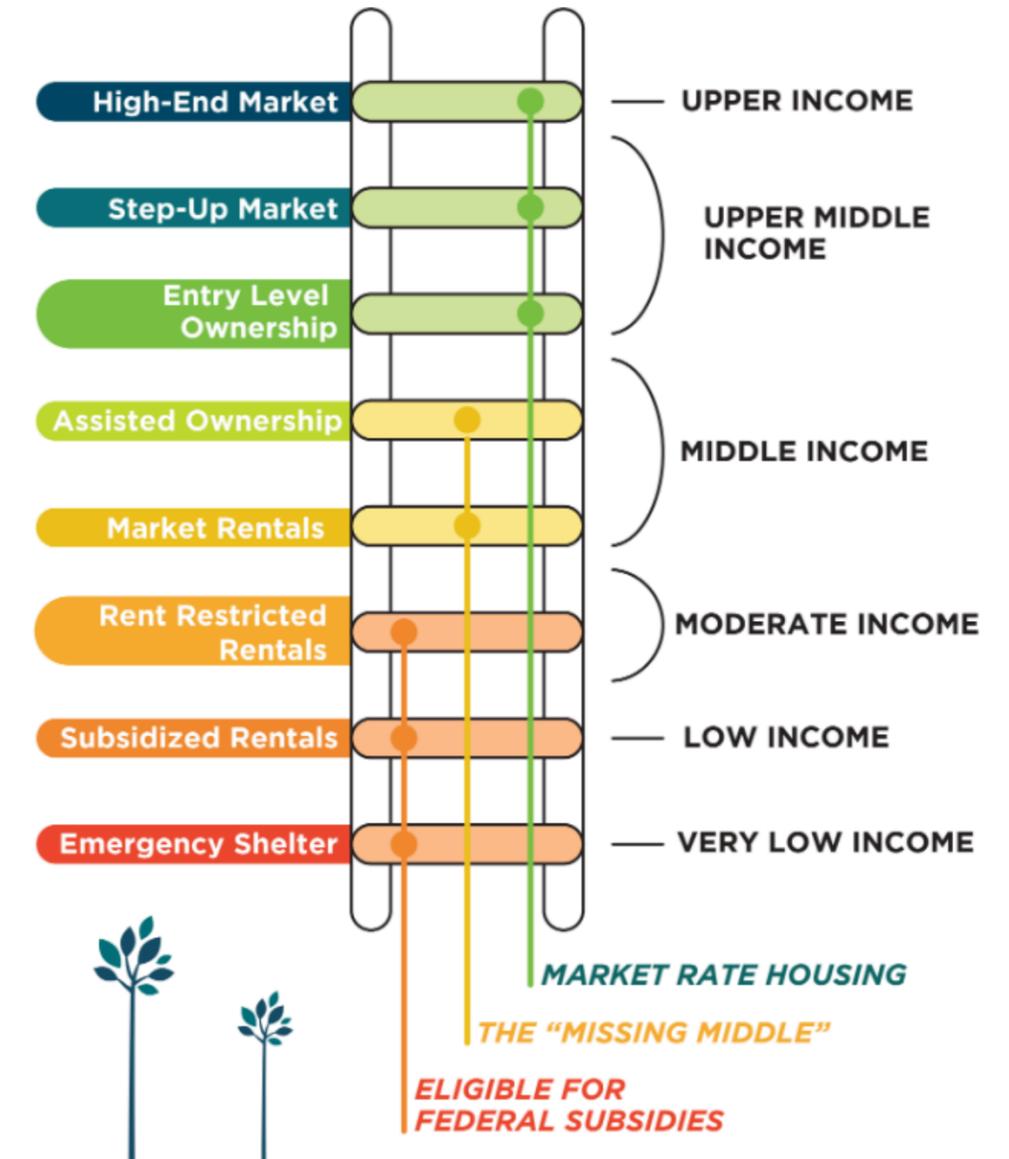
## STRATEGICALLY...

We strive to implement tools that create impacts up and down the housing ladder. We want to ensure that how we implement these tools is comprehensive, equitable, and balanced. The Local Housing Solutions framework below serves as our guide.



## HOUSING LADDER

The Housing Ladder below details the range in housing statuses that individuals experience in our rapidly developing community.

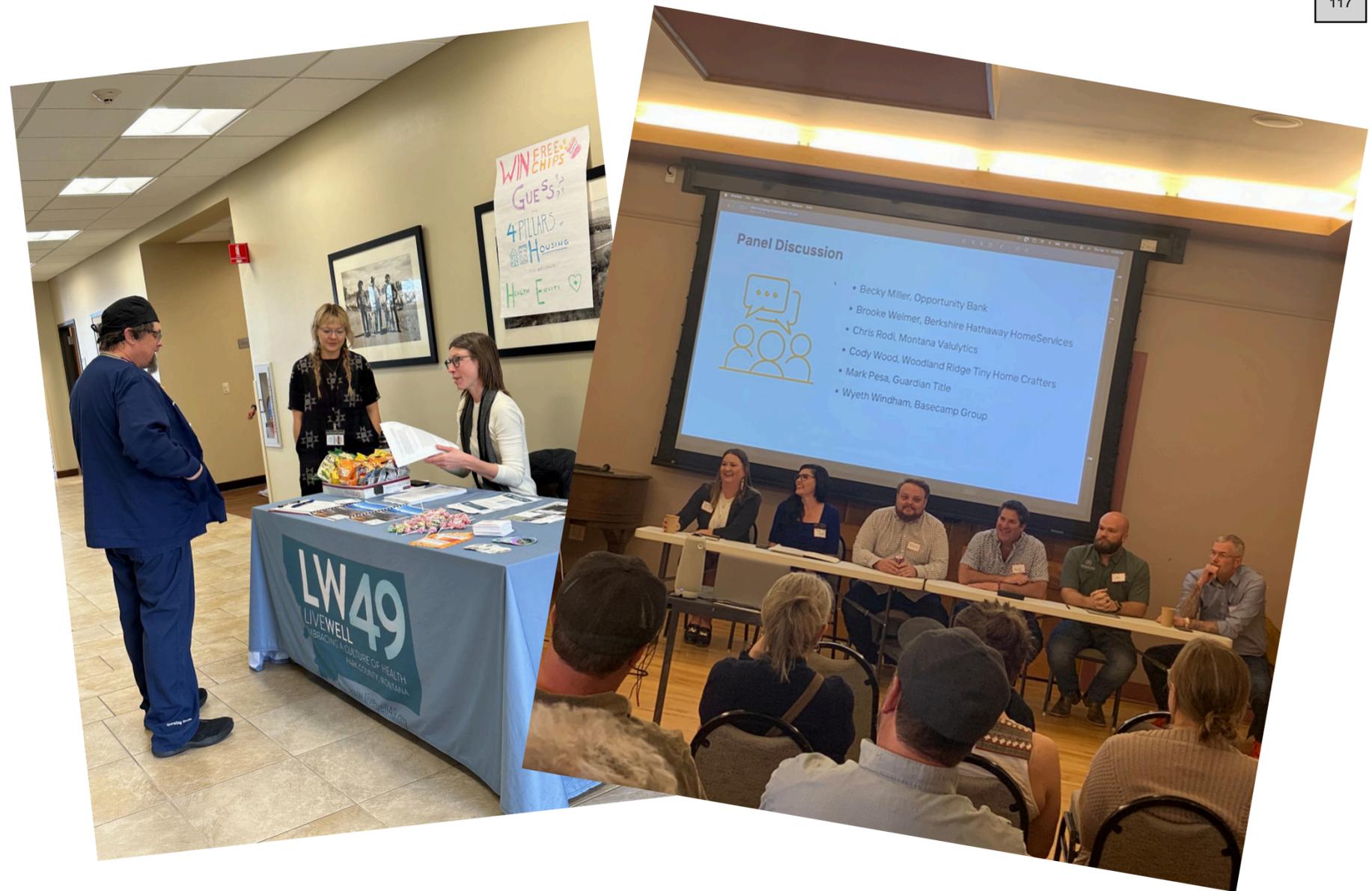
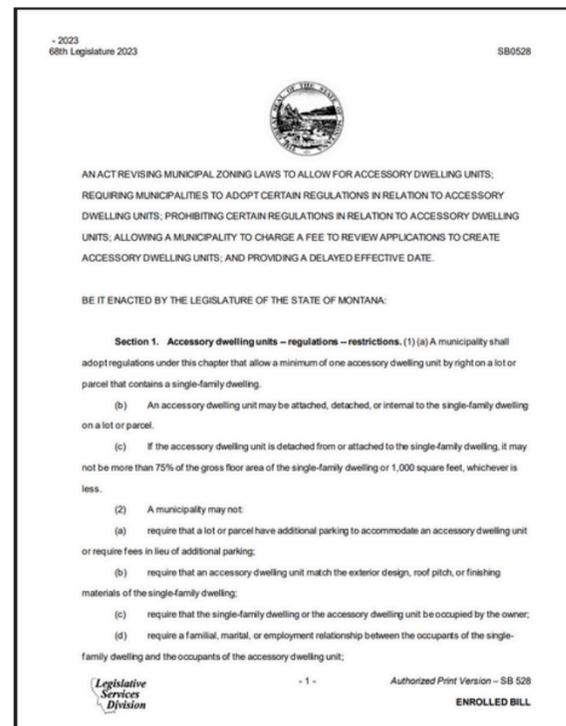
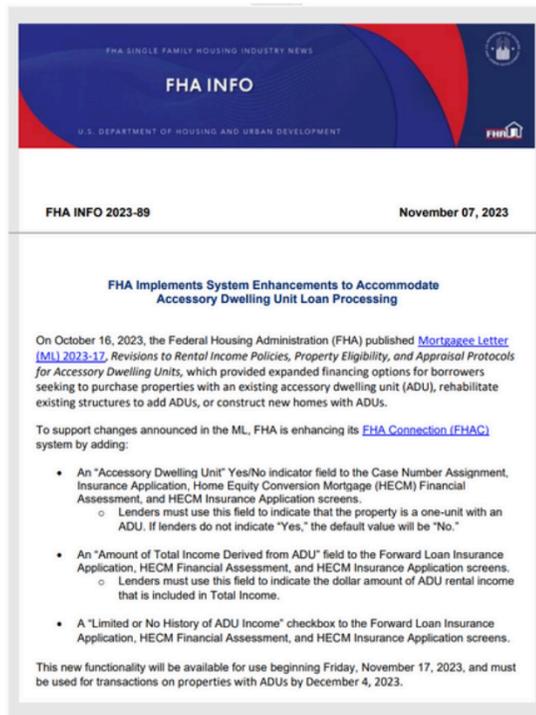


At the bottom of the ladder, our seasonal emergency shelters serve as a vital safety net for our community. As stable housing becomes more difficult to attain, we provide emergency shelter to those who may slip along their housing journey. Although our work providing emergency shelter is important, only 3% of our customer base utilizes our shelters. The other 97% are housed but use our services to get to their next rung on the ladder.

# How We Work

## ...AND OPPORTUNISTICALLY

We prioritize implementing HAP tools that can leverage national, state, and local law and policy changes.



Left to right: Livingston HealthCare’s Hannah Wologo and HRDC’s Katherine Daly quiz a Livingston HealthCare employee about the relationship between housing and health outcomes. Panelists respond to questions during a 2024 ADU financing seminar for finance, real estate, and construction professionals. Photos: Barb Oldershaw and Lila Fleishman

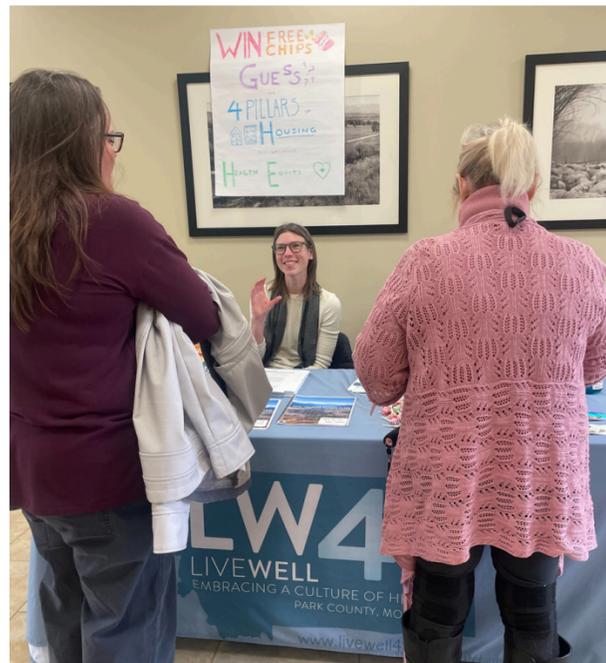
We also prioritize HAP tools that can build upon ideas generated by our steering committee, members, and partners and utilize their expertise.

# 2024 Housing Action Plan Implementation

## ADUS, WORKFORCE HOUSING, & ZONING

- 1 free ADU financing seminar for 20 industry professionals.
- 2 free ADU tours (Livingston and Gardiner) featuring 7 ADUs, attended by roughly 40 Park County residents.
- 3 free workshops for 20 homeowners interested in building an ADU.
- Worked with 6 Park County employers to explore their housing needs and discuss how they can support access to housing for their employees.
- Shared information about Livingston's zoning update process and provided feedback during working group meetings.

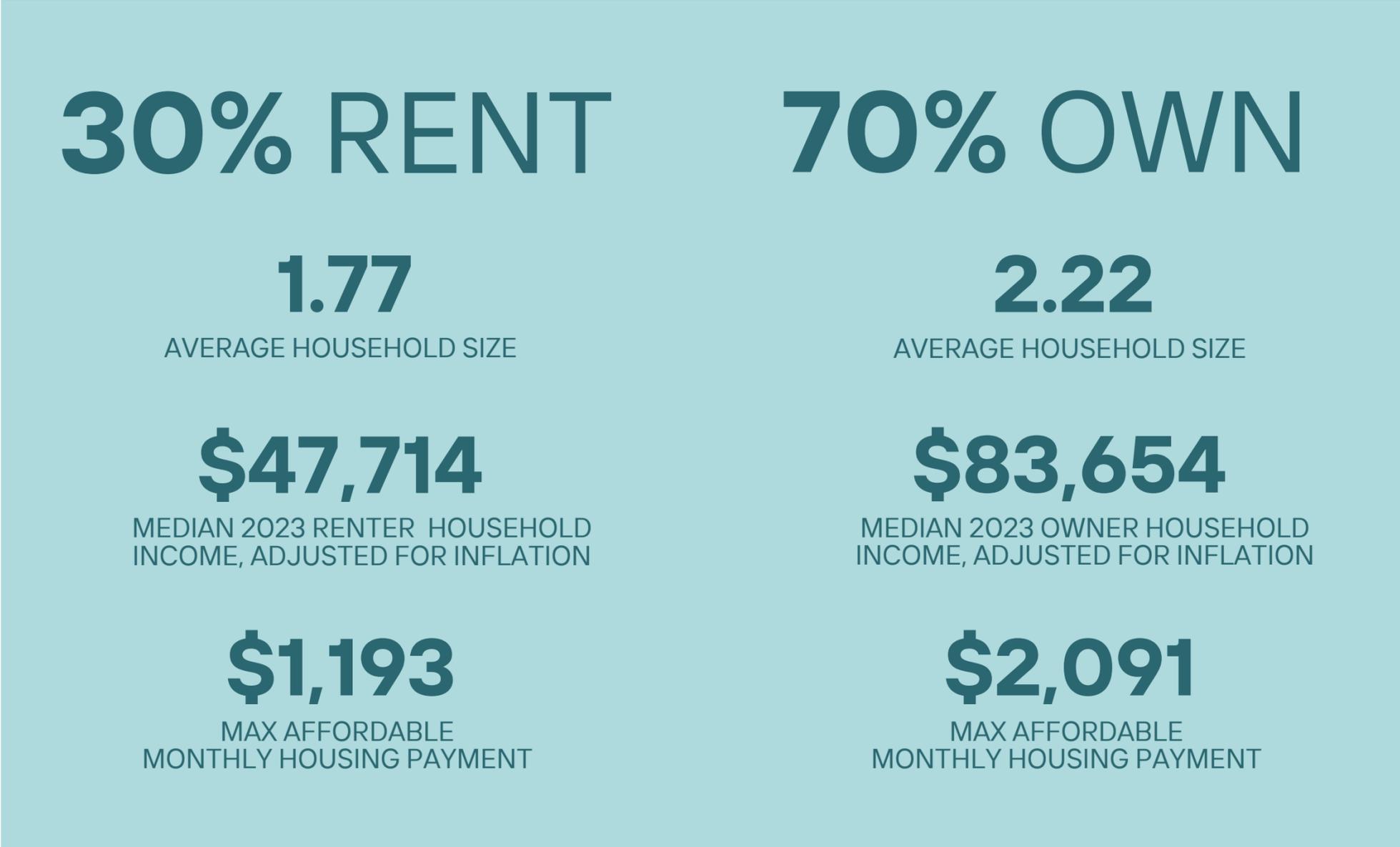
# Meaningful Engagement



- 1 lunch-and-learn at Livingston HealthCare on the relationship between health outcomes and housing
- 5 housing development teams supported during predevelopment
- 10 work plan presentations, plus one recorded presentation
- 7 new financial supporters
- > \$70,000 raised in new grants, gifts, and contracts, closing the remaining funding gap for the Coalition's Program Manager to continue to work through 2026
- More than 30 volunteers contributed more than 200 hours to our programming

*Clockwise from the top: Opportunity Bank's Becky Miller sends the first wave of "tourists" to visit ADUs in Gardiner. HRDC's Katherine Daly quizzes Livingston HealthCare employees about the relationship between housing and health outcomes. Park County Sanitarian Scott Konley speaks during a 2024 ADU workshop on permitting and design. Photos: Katherine Daly and Hannah Wologo*

# Snapshot of Park County's Housing Market



Housing affordability is determined by the incomes of the people living in a household and the costs of their home.

When households spend more than 30% of their incomes on housing, they may be considered "cost-burdened" by their housing.

U.S. Census Bureau. (2024). 2017-2023 American Community Survey 5-year estimates. Tables DP04 and B25119.

# +112%

## SINGLE-FAMILY HOME MEDIAN SALES PRICES\*

\$741,000  
Feb. 2025

\$350,000  
Feb. 2020



*\*Not adjusted for inflation. Data from the Big Sky Country MLS via the Gallatin Association of Realtors:  
<https://www.gallatinrealtors.com/market-snapshot>*

**Interest rates have decreased since 2024.** Opportunity Bank reports that a buyer with a 20% down payment and great credit can get 6.5% for a conventional, 30-year fixed mortgage.

# 50%

## OF PARK COUNTY RENTER HOUSEHOLDS ARE COST-BURDENED.

They spend more than 30% of their income on housing.

*U.S. Census Bureau. 2019-2023 American Community Survey 5-year estimates, Table DP04*



# \$1,590

## ESTIMATED MEDIAN RENT

This amount is affordable for a household earning \$63,600 annually.



It is \$397 more per month than the maximum a median renter household could afford.

*Rental data collected March 19 & 20, 2025 from 41 published listings. U.S. Census Bureau. 2019-2023 American Community Survey 5-year estimates. Table B25119.*

# Developing the 2025 Work Plan

The 2022 Park County Housing Action Plan recommends 12 housing and policy tools for implementation. In 2024, the Coalition focused on implementing tools 2, 8, and 9. Work to support those tools continues.

This year, we will also introduce two new tools and one new priority:

- #10 Rehabilitation Loans & Grants
- #12 Coordinated Entry System
- Park County community housing fund

## 12 Tools of the 2022 Park County Housing Action Plan

1. LOW-INCOME HOUSING TAX CREDIT
2. EMPLOYER-ASSISTED HOUSING PARTNERSHIPS
3. RESIDENT-OWNED COMMUNITY PROGRAM
4. COMMUNITY LAND TRUST
5. DENSITY BONUS
6. LAND BANKING
7. DOWN PAYMENT ASSISTANCE
8. ACCESSORY DWELLING UNITS
9. GENERAL ZONING REFORM & FLEXIBLE DEVELOPMENT STANDARDS
10. **REHABILITATION LOANS AND GRANTS**
11. SHORT-TERM RENTAL REGULATION
12. **COORDINATED ENTRY SYSTEM**

# Housing Rehabilitation Loans & Grants



## HOME REPAIR PROGRAM



### Program Goal:



PRESERVE THE HOMES OF LOW- AND MODERATE-INCOME PARK COUNTY HOMEOWNERS

### Program Activities:



ADDRESS HEALTH AND SAFETY ISSUES



IMPROVE ADA ACCESSIBILITY



WEATHERIZE HOMES AND INCREASE THEIR ENERGY EFFICIENCY

# Housing Rehabilitation Loans & Grants



## Program Structure:

- Roughly \$600,000 in funding from the state’s CDBG Housing Stabilization Program.
- Delivered as 0% interest, fully forgivable loans for home rehab, weatherization, and ADA repairs.
- Homeowners sign a deed restriction for the loan term, ensuring the home’s affordability for a period required by HUD and the Montana Department of Commerce.

## Eligibility:

- Home is owner-occupied
- Home is single-family detached
- Home is in Park County, MT
- Household income is at or below 80% Park County area median income (currently \$61,550 for a household of two)

# Housing Rehabilitation Loans & Grants



## Why is this program needed?

- More than 1/4 (27.6%) of Park County homeowners earn less than \$50,000 annually.
- More than half (55%) of Park County homes were built before 1980.
- More than 3/4 (75.7%) of Park County's housing stock is single-family detached homes.
- Many of these homes require significant repair.
- Many of these homes are not ADA-accessible.

*Data sources: U.S. Census Bureau. 2019-2023 American Community Survey 5-year estimates. Tables B25118 and DP04.*

*HRDC's Summit Apartments in Livingston, which provides homes for adults with disabilities, are currently being renovated. Photo: Kristi Baukol*

# Coordinated Entry System

## Program Goals:



ENSURE THAT THE HIGHEST NEED, MOST VULNERABLE HOUSEHOLDS IN THE COMMUNITY ARE PRIORITIZED FOR HOUSING AND COMPLEMENTARY SERVICES.



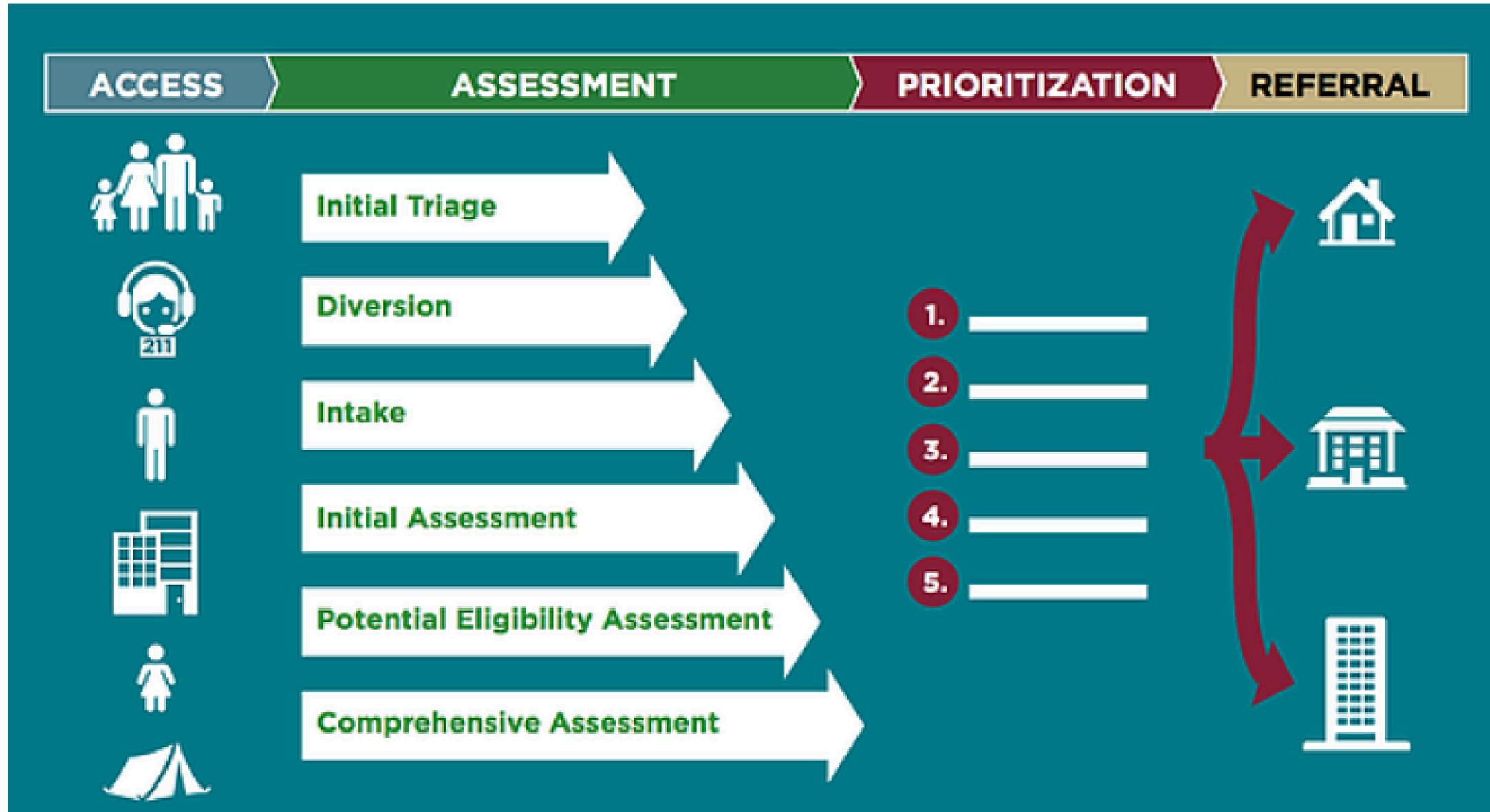
ENSURE THAT OUR COMMUNITY'S HOUSING AND SUPPORTIVE SERVICES ARE USED AS EFFICIENTLY AND EFFECTIVELY AS POSSIBLE.

## Program Activities:

-  CLARIFY STRUCTURE AND ROLES AND RESPONSIBILITY
-  UPDATE ORGANIZING DOCUMENTS
-  EXPLORE PARTICIPATION BY LIVINGSTON HEALTHCARE AND OTHER PARTNERS

# Coordinated Entry System

## Program Structure:



Established **access** points use a standardized **assessment** process to gather information on people’s needs, preferences, and the barriers they face to regaining housing.

Once the assessment has identified the most vulnerable people with the highest needs, the CoC follows established policies and procedures to **prioritize** households for **referral** to appropriate and available housing and supportive services resources.

Source: US Department of Housing and Urban Development. (2017). Coordinated Entry Core Elements. <https://www.hudexchange.info/resource/5340/coordinated-entry-core-elements/>

# Coordinated Entry System

## Why is this program needed?

- Nationwide, homelessness increased by 18% in 2024.
- In Park County, 43 people were identified as experiencing homelessness during the annual Point-in-Time Count, a 290 % increase from the 11 identified in 2022.
- The 2023 assessment of 18 Park County service providers identified strengthening the CES as one way to achieve a broader goal of improving collaboration within the service provider network.
- The 2022 Housing Action Plan identified participation by Livingston Healthcare as a gap in CES implementation.

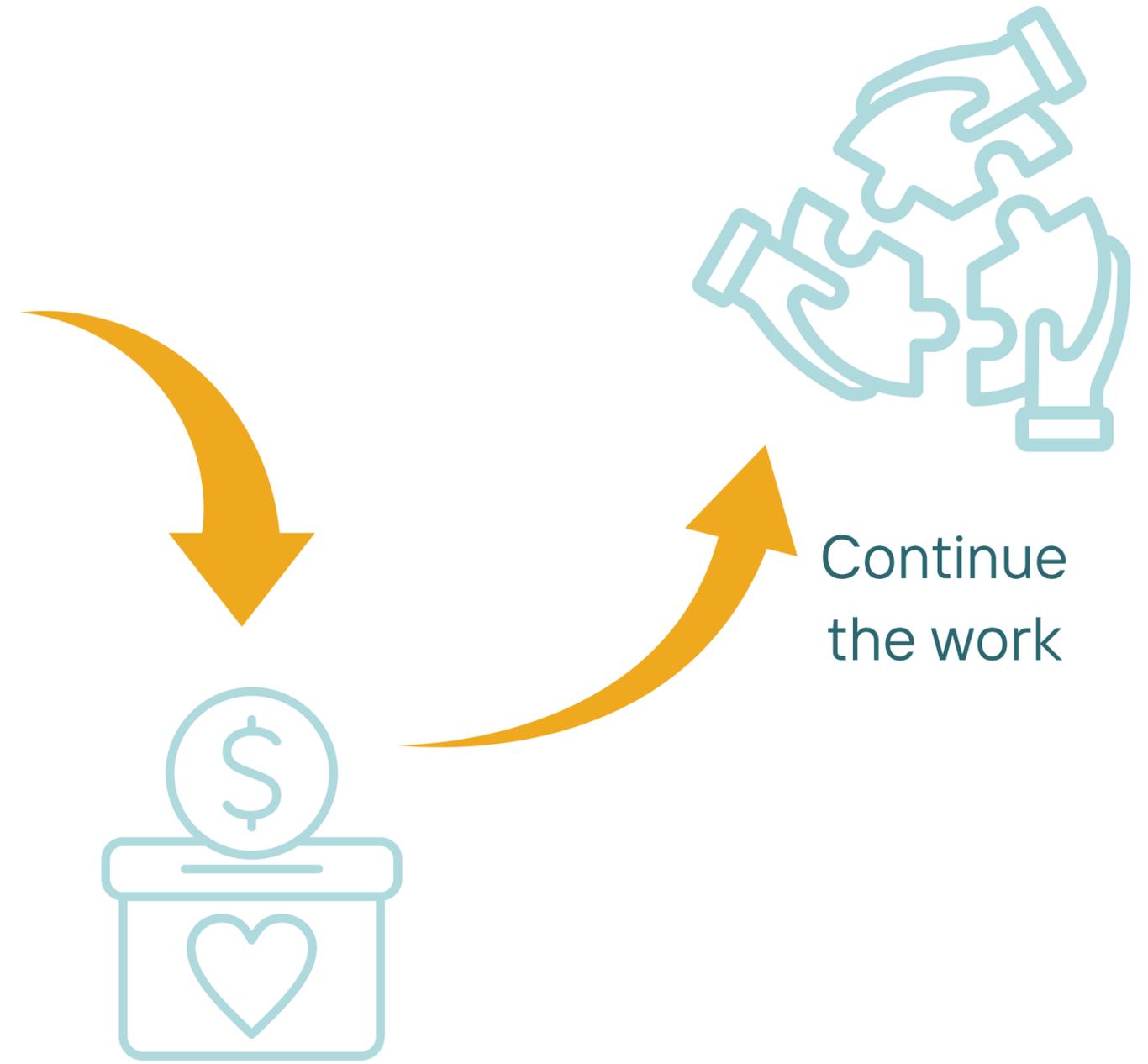
*Data sources: de Sousa, T. & Henry, M. (2024). The 2024 Annual Homelessness Assessment Report (AHAR) to Congress. U.S. Department of Housing and Urban Development. <https://www.huduser.gov/portal/sites/default/files/pdf/2024-AHAR-Part-1.pdf>*

*Livingston Homeless Population Point In Time Count 2024. Montana Continuum of Care Coalition.*

# Determine Future of the Coalition



The Coalition will prioritize these tasks this year.



Plan and launch a fundraising campaign



# Identify appropriate and viable revenue sources



**Voter-approved funds**



**Philanthropic gifts & grants**



**Voluntary fees**



**Membership fees**



**Impact investing**



**Community benefit agreements**



# Refine 2023 Park County Housing Fund

**Purpose:** To provide stable returns for long-term investments to fund housing solutions.

**Fund Amount:** \$3M. Anticipated \$4 of total development impact per \$1 invested.

**Revenue Sources:**  
TBD.

**Administration:** TBD. Potentially Park Local Development Corporation, NeighborWorks Montana, Park County Community Foundation, or other entities.

## Eligible Projects:

- **30% community rentals** (e.g., ADU loans, lease local grants)
- **30% community ownership** (e.g., community land trust loans or grants, down payment assistance loans)
- **40% developer operations gaps/incentives** (e.g., LIHTC development gaps, land banking, grants for emergency housing)

# Want to participate in our work this year?



**Join the coalition and subscribe to our email list at [www.parkcountyhousing.com](http://www.parkcountyhousing.com)**

**Email me at [kdaly@thehrdc.org](mailto:kdaly@thehrdc.org) if you:**



- want to refer someone for the Park County Home Repair program,
- are wondering whether your organization could participate in coordinated entry, and/or
- would like to help structure and fundraise for the community housing fund.

**File Attachments for Item:**

**A. (WITHDRAWAL OF) RESOLUTION 5157: A RESOLUTION OF THE CITY OF LIVNGSTON, MONTANA, ANNEXING THE PARCEL AT 38 LOVES LANE.**



**DATE:** April 15, 2025  
**TO:** Chair Schwarz and City Commissioners  
**FROM:** Grant Gager, City Manager  
**RE:** Staff Report for Resolution 5157

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**Recommendation and Summary**

Staff recommends the Commission not act upon Resolution 5157.

The reasons for the recommendation are as follows:

- The City has received a request from the petitioner to withdraw the annexation application.

**Introduction and History**

The application underlying the Resolution regarding 38 Loves Lane has been withdrawn due to legal review and conversations with the applicant.

**Analysis**

Given the withdrawal, there is no application to consider for Resolution 5157.

**Fiscal Impact**

There is no fiscal impact arising from this action.

**Strategic Alignment**

The application has been withdrawn.

**Attachments**

- Attachment A: Email from Applicant

**Grant Gager**

---

**From:** charles@laterrepartners.com  
**Sent:** Saturday, April 5, 2025 11:33 AM  
**To:** Grant Gager  
**Subject:** 38 Loves Lane Annexation Application Rescission

Grant,

Please accept this email as our desire to rescind our previously submitted annexation application to the City of Livingston.

Thank you,

Charles



Charles Picciola | charles@laterrepartners.com  
O: 504.321.1000 | C: 504.559.2110 | F: 888-446-9389  
400 Poydras Street • Suite 1565 • New Orleans, LA 70130  
www.laterrepartners.com

**File Attachments for Item:**

**B. RESOLUTION 5159: A RESOLUTION OF THE CITY OF LIVNGSTON, MONTANA , ANNEXING THE PARCEL AT 38 LOVES LANE**



**DATE:** April 15, 2025  
**TO:** Chair Schwarz and City Commissioners  
**FROM:** Grant Gager, City Manager  
**RE:** Staff Report for Resolution 5159

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**Recommendation and Summary**

Staff recommends the Commission approve Resolution 5159 by adopting the following motion:

**"I move to approve Resolution 5159 and authorize the Chair to sign."**

The reasons for the recommendation are as follows:

- Montana Code Annotated establishes certain requirements for the annexation of land.
- The City has received a request from a property owner to be annexed into the City.

**Introduction and History**

Montana Code Annotated (MCA) has established procedures for the annexation of land in certain circumstances. Section 46 of Chapter 2 of Title 7 establishes the procedure for annexation of land by petition of owners. When a majority ownership interest requests annexation by petition, MCA 7-2-4601(3)(b) provides that "The governing body may approve or disapprove a petition submitted [...] on its merits. When the governing body approves the petition, it shall pass a resolution providing for the annexation."

This subject parcel, 38 Loves Lane, was the subject of a request that was presented to the Commission on March 18 and April 1. That application has been withdrawn due to legal review and conversations with the applicant. The current application is from the registered Manager/Member and Registered Agent of the owner of record for the parcel.

**Analysis**

The City of Livingston has received a petition for annexation from the owners of the parcel at 38 Loves Lane. The owners have requested annexation. The application is compliant with the City's adopted annexation policy.

**Fiscal Impact**



The City will receive additional property tax revenue from the annexation. The additional revenue is expected to have a minimal revenue impact to the General Fund adding less than 1%.

### **Strategic Alignment**

The annexation of lands is required before the provision of utility service pursuant to the City's current Annexation Policy. The application is compliant with the City's adopted annexation policy.

### **Attachments**

- Attachment A: Resolution 5159
- Attachment B: Revised Petition of Annexation
- Attachment C: 2025 Secretary of State Filing for Applicant
- Attachment D: City of Livingston Annexation Policy

**RESOLUTION NO. 5159**

**A RESOLUTION OF THE CITY OF LIVNGSTON, MONTANA, ANNEXING THE PARCEL AT 38 LOVES LANE.**

**WHEREAS**, Montana Code Annotated establishes procedures for the annexation of land pursuant to a petition by the owner in MCA 7-2-4601; and

**WHEREAS**, The City of Livingston has received a petition signed by more than 50% of the owners of the certain real property; and

**WHEREAS**, the City desires to annex such lands in accordance with its adopted Annexation Policy;

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Livingston, Montana, that the land described in the attached Exhibit A is hereby annexed into and made a part of the City of Livingston, Montana.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, Montana, this 15<sup>TH</sup> day of April 2025.

\_\_\_\_\_  
**QUENTIN SCHWARZ – Chair**

**ATTEST:**

**APPROVED AS TO FORM:**

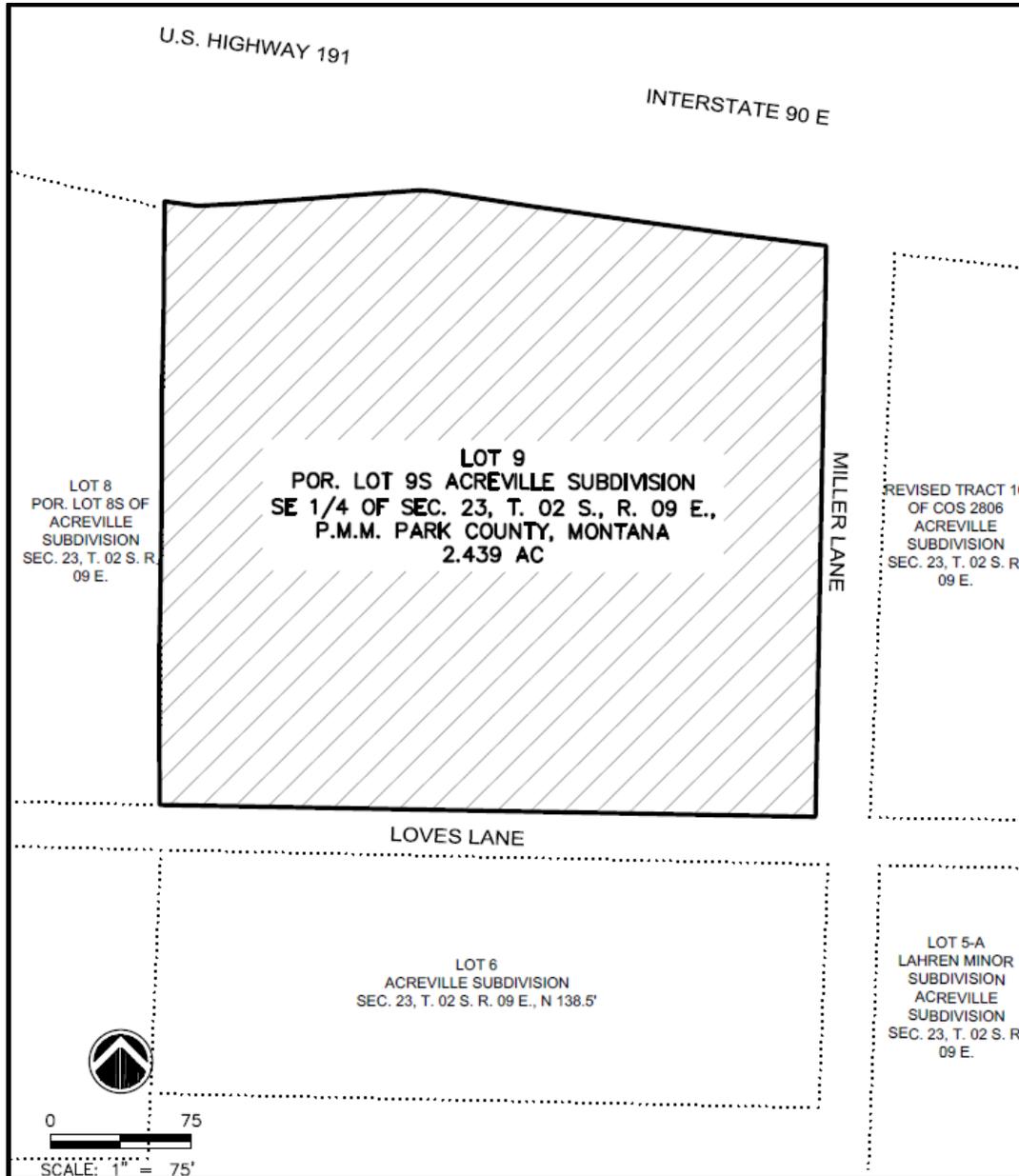
\_\_\_\_\_  
**EMILY HUTCHINSON**  
City Clerk

\_\_\_\_\_  
**JON HESSE**  
City Attorney

### EXHIBIT A

#### Legal Description of Annexed Land

LOT 9 POR. LOT 9S OF ACREVILLE SUBDIVISION SE 1/4 OF SEC. 23, T. 02 S., R. 09 E.,  
P.M.M. PARK COUNTY, MONTANA



### PETITION FOR ANNEXATION

Pursuant to 7-2-4601 *et seq.* Montana Code Annotated, we, the undersigned, being the owners of all of the property described on Exhibit A which is attached hereto and incorporated by this reference as though fully set forth herein, hereby petition the City of Livingston, Montana, to annex the property described by Exhibit A into the City of Livingston, Montana.

By executing this petition, we consent to said annexation and agree to cooperate fully with the officers and employees of the City of Livingston, Montana, to accomplish the annexation of the land described by Exhibit A.

Dated this 10<sup>th</sup> day of April, 2025.

PETITIONERS:

[Handwritten Signature]  
Signature

Tiera J. Goich  
Printed name

557 St. Andrew's Drive, Bozeman MT 59715  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

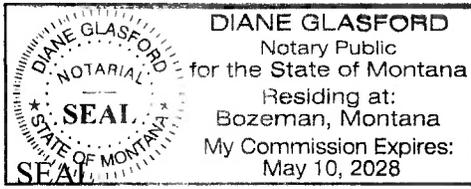
\_\_\_\_\_  
Address

STATE OF MONTANA )

: ss

County of Gallatin )

SIGNED AND SWORN before me on this 10<sup>th</sup> day of April,  
2025, by Tiera J. Goich.



[Handwritten Signature]  
Notary Public for the State of Montana

**EXHIBIT A**

LOT 9 POR. LOT 9S OF ACREVILLE SUBDIVISION SE ¼ OF SEC. 23, T. 02 S., R. 09 E.,  
P.M.M. PARK COUNTY, MONTANA



**EXHIBIT A**

LOT 9 POR. LOT 9S OF ACREVILLE SUBDIVISION SE ¼ OF SEC. 23, T. 02 S., R. 09 E.,  
P.M.M. PARK COUNTY, MONTANA



STATE OF MONTANA  
SECRETARY OF STATE  
2025 ANNUAL REPORT

STATE OF MONTANA  
**-FILED-**  
SECRETARY OF STATE  
File Number: 16525236  
Date Filed: 2/18/2025 6:28:12 AM

B1394-5945 02/18/2025 6:28 AM Received by MT Secretary of State Christi Jacobsen

Business Type									
Business Type	Domestic Limited Liability Company								
Business Sub-Type	Limited Liability Company								
Business Name									
Annual Report Year	2025								
Name of Business Entity	Tiera Goich Property Management LLC								
Montana File Number	C1184940								
Country of Organization	United States								
State of Organization	Montana								
Business Purpose	property management								
Business Mailing Address of Principal Office									
Address	TIERA GOICH 557 ST ANDREWS DRIVE BOZEMAN, MT 59715								
Business Physical Address of Principal Office									
Address	TIERA GOICH 557 ST ANDREWS DRIVE BOZEMAN, MT 59715-8748								
The registered agent on record is:									
Registered Agent	Tiera Goich Non-Commercial Registered Agent Agent Number RA1330806 Email Address tiera0224@gmail.com Website Physical Address 557 ST ANDREWS DR BOZEMAN, MT 59715-8748 Mailing Address 557 ST ANDREWS DR BOZEMAN, MT 59715-8748								
LLC Management									
LLC Managed By	Managers								
Managers									
<table border="1"> <thead> <tr> <th>Name Of Individual Or Business Entity</th> <th>Business Mailing Address</th> <th>Email Address</th> <th>Active Registered Entity</th> </tr> </thead> <tbody> <tr> <td>Tiera Goich</td> <td>TIERA GOICH 557 ST ANDREWS DRIVE BOZEMAN, MT 59715</td> <td>tiera0224@gmail.com</td> <td></td> </tr> </tbody> </table>		Name Of Individual Or Business Entity	Business Mailing Address	Email Address	Active Registered Entity	Tiera Goich	TIERA GOICH 557 ST ANDREWS DRIVE BOZEMAN, MT 59715	tiera0224@gmail.com	
Name Of Individual Or Business Entity	Business Mailing Address	Email Address	Active Registered Entity						
Tiera Goich	TIERA GOICH 557 ST ANDREWS DRIVE BOZEMAN, MT 59715	tiera0224@gmail.com							
Declarations									
<input checked="" type="checkbox"/> I confirm I have reviewed the information set forth in this Annual Report and that all information is correct and factual.									
<input checked="" type="checkbox"/> I have been authorized by the business entity to file this document online.									

I, HEREBY SWEAR AND/OR AFFIRM, under penalty of law, including criminal prosecution, that the facts contained in this document are true. I certify that I am signing this document as the person(s) whose signature is required, or as an agent of the person(s) whose signature is required, who has authorized me to place his/her signature on this document.

Signature

*Self*

*Tiera Goich*

*02/18/2025*

Signer's Capacity

Sign Here

Date

Position

Manager/Member

Daytime Contact

Phone Number

(406) 451-4291

Email

tiera0224@gmail.com

**ANNEXATION PLAN**  
**CITY OF LIVINGSTON, MONTANA**  
**Adopted February, 1997**  
**Revised September, 2006**

**Introduction**

This plan is intended to guide the City and County governments in all decisions concerning the extension of Livingston's municipal boundaries. In doing so, it will delineate a set of annexation criteria and identify areas where the Governing Bodies would like to direct future growth.

**The Plan**

In the past, Livingston's lack of an annexation policy has precluded any long-range planning "vision" of the development pattern that we would like to create. By basing annexation decisions on the criteria listed in this plan, the City of Livingston can take a more forward looking and structured approach to maintaining a livable and functional land use pattern for the benefit of all of it's citizens.

The basic premise of this plan is that the City and County should, by being selective in their annexation decisions, direct growth to areas that have been identified as being economically and logistically easier to provide with sewer, water, solid waste, police and fire protection and other public services. The reasons for doing this are many. First, close proximity to public services means that those services can be provided more cheaply. Secondly, the City and County will be able to promote "in-fill" and avoid "sprawl" and "strip" commercial development while at the same time conserve open space and slow the rate of land consumption. Lastly, by following such a plan, the City and County can create a sense of knowledge, both for government and any prospective developers, about the future location of growth and public facilities.

**Annexation Criteria**

The attached map, Figure 1., will be reexamined at least every five (5) years and upon such examination may be updated or altered to reflect any change in land use needs. As a result of recent annexations and infrastructure development, new tracts of land located outside of the City should be taken into consideration for future annexations as shown by the maps attached hereto as Exhibit A.

**ANNEXATION GUIDELINES**

Based upon the attached map (Figure 1.) and the combined Ordinances of the City, the following guidelines will be used in making determinations as to annexation requests and sewer and water extensions:

1. Generally, to be considered for annexation, the property in question must fall within the City Services Growth Area as shown on Figure 1. or be in an area that is identified as already receiving City Services.
2. The use of City utilities beyond City boundaries often times necessitates annexation to

occur in a hap-hazard manner. For this reason extension of City sewer and water utilities beyond the established Growth Area boundaries will not be allowed. This will help to preserve the more rural and less dense development pattern at the edges of the City while encouraging more dense development to occur in the established urban areas.

3. Where utility extensions are proposed to property which is contiguous to the City Limits annexation will occur prior to any utility work or land development.

4. Impacts on transportation systems, solid waste collection and emergency services will be considered in requests for annexations. The City may require, at the expense of the person(s) requesting annexation, that a community impact report be prepared which may include, among other things, technical studies related to the above mentioned services.

5. Priority will given to those annexation requests which will 'fill-in' the City boundary by bringing into the City properties which separate previously annexed parcels from the remainder of the City.

6. Utility extensions into areas that can not be immediately annexed because they are not contiguous to the City limits will only be allowed if, in the judgment of the governing body, such extension will be an overall benefit to the community by providing needed utility service to the intervening property or by furthering the Growth Policy by directing growth to a desirable location.

7. Any application for the extension of City utilities beyond municipal boundaries must be accompanied by a Waiver of Annexation Protest. A Waiver of SID Protest must accompany utility extension requests both inside and outside of the City Limits when the area to be served does not have in place any of the following improvements:

- Streets built to City standards
- Sidewalks
- Curbs and gutters
- Storm Sewer
- Street Lights

Timing of installation of infrastructure may be altered in the case of new subdivisions. These improvements will be a condition of final plat approval.

This Policy will not serve in any way to require the City of Livingston to disallow any annexation request which is deemed by the governing body to be in the best interest of the City. However, the City may disallow any annexation request which is determined not to comply with this Policy.

**ADMINISTRATIVE PROCEDURE**

The following procedure will apply when processing annexation requests:

1. All annexation requests, whether from a property owner or originating from the City, will be reviewed by the Development Review Committee (DRC). If the DRC recommends approval, the following list of materials will be forwarded to the City Manager:

The common name of the property with the address of the owner.

A map of the property to be used as a Resolution Exhibit.

If already signed, a copy of the annexation waiver and withdrawal from rural fire district. (If not already signed, a blank withdrawal from rural fire district to be sent to property owner for signature)

A brief description of the reason for the annexation (i.e. property is served by City water, property is surrounded by City, etc.)

2. Resolution of Intent to Annex approved by City Commission.
3. Recording Secretary publishes Notice of Intent to annex in legal section of the Livingston Enterprise as provided by law.
4. Recording Secretary sends Resolution of Intent to Annex to all property owners involved (include Exhibit).
5. Resolution Annexing the property is considered by the City Commission.
6. Upon approval of annexation, Recording Secretary sends copies of the Resolution annexing the property and exhibits to the County Assessor, City Fire Chief, City Police Chief, Director of Public Works and City Planner. The same package plus the signed withdrawal from Rural Fire District go to the Clerk and Recorder and Park County Rural Fire Dept.
7. Recording Secretary sends Welcome to the City of Livingston form letter along with resolution and map to newly annexed property owners.