



# Livingston City Commission Agenda

March 01, 2022

5:30 PM

Via Zoom

<https://us02web.zoom.us/j/82051155100?pwd=c0czNU1MUVl1Ymw1eFRmVkRXUmY3QT09>

Meeting ID: 820 5115 5100 **Passcode: 425883** Call In: 1 669 900 6833

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- 1. Call to Order
- 2. Roll Call
- 3. Public Comment

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

4. Consent Items

- A. APPROVE MINUTES FROM FEBRUARY 1, 2022 REGULAR MEETING. Pg. 4**
- B. RATIFY CLAIMS PAID 02/02/2022-02/15/2022. Pg. 10**
- C. APPROVE ALLOCATION OF SPECIAL PARKING SPACE RESERVED FOR DISABLED RESIDENT CHARLES FAY. Pg. 21**
- D. ACCEPTING LISA HARRELD'S APPLICATION TO SERVE ANOTHER TERM ON THE CITY TREE BOARD. Pg. 29**

5. Proclamations

6. Scheduled Public Comment

- A. MARSHALL SWEARINGEN OF CITY TREE BOARD PRESENTS 2021 ANNUAL REPORT. Pg. 31**
- B. SHANNON HOLMES, PUBLIC WORKS DIRECTOR, WITH PUBLIC WORKS PROJECTS UPDATE. Pg. 34**

7. Public Hearings

8. Ordinances

- A. ORDINANCE NO. 3027AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ZONING PARCELS GENERALLY KNOWN AS 26 FLESHMAN CREEK ROAD AND LEGALLY DESCRIBED AS COS 543 IN SECTION 14, TOWNSHIP TWO SOUTH (T02S), RANGE NINE EAST (R09E), AS MEDIUM DENSITY RESIDENTIAL (R-II). Pg. 37**
- B. ORDINANCE NO. 3028: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ZONING PARCELS GENERALLY KNOWN AS 25 LOVES LANE AND LEGALLY DESCRIBED AS Lot 5-**

A OF THE LAHREN MINOR SUBDIVISION IN SECTION 23, TOWNSHIP TWO SOUTH (T02S), RANGE NINE EAST (R09E), AS HIGH-DENSITY RESIDENTIAL (R-III). Pg. 52

- C.** ORDINANCE NO. 3029: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ZONING PARCELS WITHIN THE MONTAGUE SUBDIVISION NORTH OF BENNETT STREET EXCLUDING BLOCK 3, LOT 5-14 AND BLOCK 3 AND A PORTION OF LOTS 22-26, AND INCLUDING THE ADJACENT ISLAND IN THE YELLOWSTONE RIVER LOCATED IN THE NE1/4 OF SECTION 7 (S07), TOWNSHIP TWO SOUTH (T02S), RANGE TEN EAST (R10E) AS MIXED-USE (MU), MEDIUM DENSITY RESIDENTIAL (R-III), AND PUBLIC (P) AS SHOWN IN EXHIBIT A. Pg. 72

#### 9. Resolutions

- A.** RESOLUTION NO. 5019: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH TD&H ENGINEERING, FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE 6TH & 7TH STREET WATER PROJECT, AND AUTHORIZATION TO EXECUTE THE AGREEMENT TO INCLUDE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY. Pg. 93
- B.** RESOLUTION NO. 5020: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH ASKIN CONSTRUCTION, INC., FOR CONSTRUCTION OF THE 6TH & 7TH STREET WATER PROJECT, AND AUTHORIZATION TO EXECUTE THE AGREEMENT TO INCLUDE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY. Pg. 110
- C.** RESOLUTION NO. 5021: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH TD&H ENGINEERING FOR ENGINEERING SERVICES FOR THE REGIONAL SEWER EXTENSION PROJECT, AUTHORIZATION TO EXECUTE THE AGREEMENT TO INCLUDE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY. Pg. 140
- D.** RESOLUTION NO. 5022: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH TD&H ENGINEERING FOR ENGINEERING SERVICES FOR THE STORM-WATER PRELIMINARY ENGINEERING REPORT, AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT TO INCLUDE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY. Pg. 149
- E.** JOINT RESOLUTION NO. 2022-01: A JOINT LOAN RESOLUTION OF THE CITY OF LIVINGSTON, AND PARK COUNTY, MONTANA, APPROVING A LOAN IN THE AMOUNT OF \$50,000.00, TOGETHER WITH INTEREST THEREON AT THE RATE OF 1.625 PER ANNUM ON THE UNPAID BALANCE OF THE PRINCIPAL UNTIL PAID, FROM THE AERONAUTICS DIVISION OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF MONTANA TO THE CITY OF LIVINGSTON, MONTANA, AND COUNTY OF PARK MONTANA, FOR THE PURPOSE OF CONSTRUCTION OF TAXIWAYS AT MISSION FIELD AIRPORT, IN

LIVINGSTON MONTANA, PROVIDING FOR THE REPAYMENT OF THE LOAN TERMS THEREOF. Pg. 169

**F. JOINT RESOLUTION NO. 2022-02: A JOINT LOAN RESOLUTION OF THE CITY OF LIVINGSTON, AND PARK COUNTY, MONTANA, APPROVING A LOAN IN THE AMOUNT OF \$102,852.00, TOGETHER WITH INTEREST THEREON AT THE RATE OF 1.625 PER ANNUM ON THE UNPAID BALANCE OF THE PRINCIPAL UNTIL PAID, FROM THE AERONAUTICS DIVISION OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF MONTANA TO THE CITY OF LIVINGSTON, MONTANA, AND COUNTY OF PARK MONTANA, FOR THE PURPOSE OF REHABILITATING THE RUNWAY OF THE GARDINER AIRPORT, IN GARDINER MONTANA, PROVIDING FOR THE REPAYMENT OF THE LOAN TERMS THEREOF. Pg. 185**

#### 10. Action Items

**A. DISCUSS/APPROVE/DENY: CITY TREE BOARD RECOMMENDATION FOR TEXT AMENDMENTS TO CITY TREE BOARD BY-LAWS. Pg. 196**

#### 11. City Manager Comment

#### 12. City Commission Comments

#### 13. Adjournment

### Calendar of Events

### Supplemental Material

#### Notice

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

**File Attachments for Item:**

**A. APPROVE MINUTES FROM FEBRUARY 1, 2022 REGULAR MEETING.**



Livingston City Commission Minutes  
February 15, 2022  
5:30 PM  
Via Zoom

<https://us02web.zoom.us/j/81206514595?pwd=b2d0VjNjTlZgR2V0eVlnWmkydE85dz09>  
Meeting ID: 812 0651 4595 Passcode: 439146 Call in number: (669) 900-6833

1. Call to Order

2. Roll Call

In attendance: Chair Nootz, Vice-Chair Kahle, Commissioner Friedman, Commissioner Schwarz, Commissioner Lyons. Staff in attendance: City Manager Michael Kardoos; City Attorney Courtney Lawellin; Administrative Services Director Lisa Lowy; Planning Director Mathieu Menard; City Clerk Faith Kinnick.

3. Public Comment

- None

4. Consent Items

**A. APPROVE MINUTES FROM FEBRUARY 1, 2022, REGULAR MEETING.**

**B. RATIFY CLAIMS PAID 01/20/2022-02/01/2022.**

**C. ACCEPTING LIVINGSTON PLANNING BOARDS RECOMMENDATION OF MIJA HAMILTON FOR APPOINTMENT TO BOARD. (FROM ADDENDUM)**

- Kahle motioned to pull items A for discussion,
- Nootz pulled Item D from Addendum for discussion.
- Kahle noted error in Minutes from February 1<sup>st</sup> meeting. Resolution No. 5017, and no notes. Clerk will correct.
- Nootz noted error in lettering item on addendum and stated she was on the Planning Board in December, and they did not recommend Mija during this meeting as noted in the Staff Report. Menard advised of error, it was discussed during Januarys meeting. Lyons concurred.
- Schwarz motioned to approve consent item D, second by Friedman. Motion passes 4-1, Lyons against.

5. Proclamations

6. Scheduled Public Comment (5:46 p.m.)

**A. JEN MADGIC PRESENTATION OF ARCHITECTURE STUDENT'S DOWNTOWN LIVINGSTON CONCEPT.**

- No presentation available at this time.

**B. PAIGE FETTERHOFF, CITY FINANCE DIRECTOR PRESENTS AMERICAN RESCUE PLAN ACT (ARPA) FUNDING OVERVIEW. (5:46 p.m.)**

- Kardoes presented overview
- No commissioner questions or comments

**C. BOB EBINGER, CHAIR OF THE LIVINGSTON URA PRESENTS 2021 ANNUAL REPORT. (5:56 p.m.)**

- Schwarz made comments

7. Public Hearings

8. Ordinances

9. Resolutions (06:03 p.m.)

**A. JOINT RESOLUTION NO. 2022-01: A JOINT LOAN RESOLUTION OF THE CITY OF LIVINGSTON, AND PARK COUNTY, MONTANA, APPROVING A LOAN IN THE AMOUNT OF \$50,000.00, TOGETHER WITH INTEREST THEREON AT THE RATE OF 1.625 PER ANNUM ON THE UNPAID BALANCE OF THE PRINCIPAL UNTIL PAID, FROM THE AERONAUTICS DIVISION OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF MONTANA TO THE CITY OF LIVINGSTON, MONTANA, AND COUNTY OF PARK MONTANA, FOR THE PURPOSE OF CONSTRUCTION OF TAXIWAYS AT MISSION FIELD AIRPORT, IN LIVINGSTON MONTANA, PROVIDING FOR THE REPAYMENT OF THE LOAN TERMS THEREOF.**

- Kardoes presented overview
- Kahle asked clarifying questions
- Schwarz made motion to approve, second by Friedman.
- Kahle made comments
- Lyons asked clarifying questions
- Schwarz made comments
- Friedman made comments
- Nootz made comments
- Johnathan Hettinger made comments
- Sarah Stands made comments
- Schwarz made comments

- Lyons made comments
- Friedman made comments
- Schwarz made additional comments
- Nootz made comments
- Commission wants a copy of project map, relevant copy of master plan, by-laws, and County Commissioner Clint Tinsley to speak during the next consideration of item.
- Item tabled until March 1<sup>st</sup> meeting

**B. RESOLUTION NO. 5018: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A STANDARD AUDIT CONTRACT WITH AMATICS CPA GROUP. (6:48 p.m.)**

- Kardoos presented overview
  - Schwarz made motion, second by Friedman
  - No commissioner questions
  - No public comments
  - Schwarz made comments
  - Nootz made comments
- All in favor passes, 5-0

**\*\* 5 Minute Break\*\***

10. Action Items (7:00 p.m.)

**A. DISCUSS/APPROVE/DENY: URA'S UPDATED GUIDELINES FACADE REPAIR AND RENOVATION PROGRAMS.**

- Kardoos notified incorrect copy for final item was in the packet
- Bob Ebinger advised of the corrections
- Proceeded with presentation
- Nootz asked clarifying questions
- Kahle motioned to approve with edits noted during presentation, second by Lyons
- Patricia Grabow made comments
- Nootz made comments
- All in favor, passes 5-0

**B. DISCUSS/APPROVE/DENY: URA'S REQUEST TO APPROVE 2021-2022 URBAN RENEWAL BUDGET. (7:19 p.m.)**

- Kardoos provided overview

- Bob Ebinger notified incorrect copy of budget for final item was in the packet.
- Nootz asked clarifying questions
- Lyons asked clarifying questions
- Nootz made comments
- Kahle motioned for approve the 2022-2023 Budget that was presented, second by Lyons
- Johnathan Hettinger made comments
- Kardoes answered questions  
All in favor, passes 5-0.

**C. PARKS & TRAILS COMMITTEES REQUEST FOR APPROVAL OF ADOPT-A-TRAIL LOGO. (7:43 p.m.)**

- Kardoes provided overview
- Kahle made comments
- Nootz made comments
- Schwarz made comments
- Lyons asked questions about process for changing logo
- Kardoes discussed options
- Nootz made comments, look at a City-Wide rebranding of the logo. Put on a future agenda for future discussion.
- No vote taken

**D. DISCUSS/APPROVE/DENY - ARPA FUNDS AWARD PROCESS. (7:58 p.m.)**

- Kardoes provided overview of options available
- Lyons asked clarifying questions
- Kahle asked questions
- Patricia Grabow made comments
- Johnathan Hettinger made comments
- Sarah Stands made comments
- Schwarz made comments
- Kahle made comments
- Nootz made comments
- Lyons made comments

**\*\*Motion to extend the meeting, all in favor passes 5-0\*\***

- Decision to create an D/A/D: Ad-Hoc Committee with a very defined scope of work, to bring back at a future meeting.



11. City Manager Comment (8:34 p.m.) Yield

12. City Commission Comments (8:34 p.m.) Lyons- yield; Schwarz-yield; Friedman made comments; Kahle made comments; Nootz made comments.

13. Adjournment (8:39 p.m.)

Calendar of Events

Supplemental Material

**Public in attendance:**

Patricia Grabow

Johnathan Hettinger

Carol Goosey

Sarah Stands

iPhone User

(406) 223-8518

**File Attachments for Item:**

**B. RATIFY CLAIMS PAID 02/02/2022-02/15/2022.**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>301 SOUTH PARK</b>							
10003	301 SOUTH PARK	2022.1.30	2010-BOIL-MTN-009814	01/30/2022	71.00	71.00	02/11/2022
10003	301 SOUTH PARK	2022.1.30	2010-BOIL-MTN-009814	01/30/2022	71.00	71.00	02/11/2022
Total 301 SOUTH PARK:					142.00	142.00	
<b>A &amp; I DISTRIBUTORS</b>							
84	A & I DISTRIBUTORS	3747508	DEF FLUID	01/29/2022	470.57	470.57	02/11/2022
Total A & I DISTRIBUTORS:					470.57	470.57	
<b>ALL SERVICE TIRE &amp; ALIGNMENT</b>							
22	ALL SERVICE TIRE & ALIGNME	63342	Flat repair	02/03/2022	17.00	17.00	02/11/2022
Total ALL SERVICE TIRE & ALIGNMENT:					17.00	17.00	
<b>APPLIED TECHNICAL SALES LLC</b>							
10003	APPLIED TECHNICAL SALES LL	100270	TRAINING AND CALIBRATION	01/27/2022	700.00	700.00	02/11/2022
Total APPLIED TECHNICAL SALES LLC:					700.00	700.00	
<b>CARQUEST AUTO PARTS</b>							
23	CARQUEST AUTO PARTS	1912-534313	AIR FILTER	01/28/2022	56.02	56.02	02/11/2022
23	CARQUEST AUTO PARTS	1912-535013	LATITUDE	02/04/2022	34.82	34.82	02/11/2022
Total CARQUEST AUTO PARTS:					90.84	90.84	
<b>CASELLE</b>							
3763	CASELLE	2022.3	APPLICATION SOFTWARE	02/01/2022	2,627.27	2,627.27	02/11/2022
3763	CASELLE	2022.3	APPLICATION SOFTWARE	02/01/2022	90.38	90.38	02/11/2022
3763	CASELLE	2022.3	APPLICATION SOFTWARE	02/01/2022	90.38	90.38	02/11/2022
3763	CASELLE	2022.3	APPLICATION SOFTWARE	02/01/2022	168.53	168.53	02/11/2022
3763	CASELLE	2022.3	APPLICATION SOFTWARE	02/01/2022	168.53	168.53	02/11/2022
3763	CASELLE	2022.3	APPLICATION SOFTWARE	02/01/2022	258.91	258.91	02/11/2022
Total CASELLE:					3,404.00	3,404.00	
<b>CENTRON SERVICES</b>							
682	CENTRON SERVICES	2022.1.26	Collections PARKING	01/26/2022	213.44	213.44	02/11/2022
Total CENTRON SERVICES:					213.44	213.44	
<b>CITY OF LIVINGSTON</b>							
131	CITY OF LIVINGSTON	TK2019-0545	Bond Conversion - C. Holter	01/31/2022	990.00	990.00	02/04/2022
Total CITY OF LIVINGSTON:					990.00	990.00	
<b>COMDATA</b>							
2671	COMDATA	20369613	XW716 CG72P	02/01/2022	258.37	258.37	02/11/2022
2671	COMDATA	20369613	XW716 CG72P	02/01/2022	141.11	141.11	02/11/2022
2671	COMDATA	20369613	XW716 CG72R	02/01/2022	375.80	375.80	02/11/2022
2671	COMDATA	20369613	XW716 CG73C	02/01/2022	588.21	588.21	02/11/2022
2671	COMDATA	20369613	XW716 CG73H	02/01/2022	128.74	128.74	02/11/2022
2671	COMDATA	20369613	XW716 CG73L	02/01/2022	392.68	392.68	02/11/2022
2671	COMDATA	20369613	XW716 CG73S	02/01/2022	757.04	757.04	02/11/2022
2671	COMDATA	20369613	XW716 CG73S	02/01/2022	20.67	20.67	02/11/2022
2671	COMDATA	20369613	XW716 CG74G	02/01/2022	337.44	337.44	02/11/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total COMDATA:					3,000.06	3,000.06	
<b>CULLIGAN WATER CONDIITIONING</b>							
10000	CULLIGAN WATER CONDIITIONI	0631142	SALT	01/26/2022	24.00	24.00	02/11/2022
Total CULLIGAN WATER CONDIITIONING:					24.00	24.00	
<b>DELL MARKETING L.P.</b>							
745	DELL MARKETING L.P.	10555490826	COMPUTER-RAYMOND	01/27/2022	1,078.70	1,078.70	02/11/2022
Total DELL MARKETING L.P.:					1,078.70	1,078.70	
<b>ENERGY LABORATORIES, INC.</b>							
424	ENERGY LABORATORIES, INC.	448783	DEWATERED DIGESTED SLUD	01/19/2022	775.00	775.00	02/11/2022
424	ENERGY LABORATORIES, INC.	451316	Effluent	02/02/2022	855.00	855.00	02/11/2022
424	ENERGY LABORATORIES, INC.	451317	INFLUENT COMPOSITE	02/02/2022	123.00	123.00	02/11/2022
Total ENERGY LABORATORIES, INC.:					1,753.00	1,753.00	
<b>FRONTLINE AG SOLUTIONS, LLC</b>							
2516	FRONTLINE AG SOLUTIONS, LL	523179	BLADE FILTER	01/28/2022	424.90	424.90	02/11/2022
Total FRONTLINE AG SOLUTIONS, LLC:					424.90	424.90	
<b>GATEWAY OFFICE SUPPLY</b>							
54	GATEWAY OFFICE SUPPLY	53399	POSTAGE-POLICE	01/25/2022	13.23	13.23	02/11/2022
Total GATEWAY OFFICE SUPPLY:					13.23	13.23	
<b>GRAYBEAL'S ALL SERVICE</b>							
98	GRAYBEAL'S ALL SERVICE	94950	NEW HEATER FOR B WELL HO	01/25/2022	3,170.00	3,170.00	02/11/2022
Total GRAYBEAL'S ALL SERVICE:					3,170.00	3,170.00	
<b>HACH COMPANY</b>							
100	HACH COMPANY	12848560	pH GEL PROBE	01/24/2022	450.75	450.75	02/11/2022
Total HACH COMPANY:					450.75	450.75	
<b>HILLYARD OF MONTANA</b>							
63	HILLYARD OF MONTANA	604626895	Supplies	02/04/2022	1,103.10	1,103.10	02/11/2022
Total HILLYARD OF MONTANA:					1,103.10	1,103.10	
<b>HORIZON AUTO PARTS</b>							
1920	HORIZON AUTO PARTS	930648	BEAM BLADES	02/03/2022	33.24	33.24	02/11/2022
Total HORIZON AUTO PARTS:					33.24	33.24	
<b>INDUSTRIAL TOWEL</b>							
102	INDUSTRIAL TOWEL	88693	Civic Center Mats	01/27/2022	126.19	126.19	02/11/2022
Total INDUSTRIAL TOWEL:					126.19	126.19	
<b>INSTY-PRINTS</b>							
250	INSTY-PRINTS	12280	Business cards	02/01/2022	24.95	24.95	02/11/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
250	INSTY-PRINTS	12302	Business cards	02/03/2022	63.90	63.90	02/11/2022
Total INSTY-PRINTS:					88.85	88.85	
<b>IRRIGATION INNOVATIONS</b>							
10002	IRRIGATION INNOVATIONS	6804	SNOW REMOVAL	01/31/2022	1,140.15	1,140.15	02/11/2022
Total IRRIGATION INNOVATIONS:					1,140.15	1,140.15	
<b>J &amp; H OFFICE EQUIPMENT</b>							
1783	J & H OFFICE EQUIPMENT	30945752	AGREEMENT 015-1486424	02/21/2022	270.73	270.73	02/11/2022
Total J & H OFFICE EQUIPMENT:					270.73	270.73	
<b>KELLEY CONNECT</b>							
10001	KELLEY CONNECT	3096089	agreement 112-1689019-000	01/31/2022	205.07	205.07	02/11/2022
Total KELLEY CONNECT:					205.07	205.07	
<b>KEN'S EQUIPMENT REPAIR, INC</b>							
1390	KEN'S EQUIPMENT REPAIR, IN	57532	G1	01/26/2022	725.10	725.10	02/11/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58157	BOBCAT SOLID WASTE	01/03/2022	362.75	362.75	02/11/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58167	570	01/06/2022	119.25	119.25	02/11/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58204	BOBCAT SOLID WASTE	01/13/2022	387.35	387.35	02/11/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58223	410 L	01/18/2022	283.05	283.05	02/11/2022
Total KEN'S EQUIPMENT REPAIR, INC:					1,877.50	1,877.50	
<b>LAWSON PRODUCTS, INC.</b>							
10003	LAWSON PRODUCTS, INC.	9309182637	SUPPLIES	01/14/2022	11.73	11.73	02/11/2022
10003	LAWSON PRODUCTS, INC.	9309213042	SUPPLIES	01/25/2022	10.15	10.15	02/11/2022
10003	LAWSON PRODUCTS, INC.	9309213043	SUPPLIES	01/25/2022	10.15	10.15	02/11/2022
10003	LAWSON PRODUCTS, INC.	9309213045	SUPPLIES	01/25/2022	10.15	10.15	02/11/2022
Total LAWSON PRODUCTS, INC.:					42.18	42.18	
<b>LIVINGSTON ACE HARDWARE - #122005</b>							
26	LIVINGSTON ACE HARDWARE -	J77420	LADDER	01/05/2022	107.76	107.76	02/11/2022
26	LIVINGSTON ACE HARDWARE -	J78179	Station supplies	01/07/2022	34.33	34.33	02/11/2022
26	LIVINGSTON ACE HARDWARE -	J78380	SHARKBITE ELBOW	01/07/2022	48.56	48.56	02/11/2022
26	LIVINGSTON ACE HARDWARE -	J78656	BATTERIES	01/11/2022	19.99	19.99	02/11/2022
26	LIVINGSTON ACE HARDWARE -	J79844	CLAMP CUTWHEEL	01/11/2022	53.12	53.12	02/11/2022
26	LIVINGSTON ACE HARDWARE -	J80259	ICE MELT	01/12/2022	9.99	9.99	02/11/2022
26	LIVINGSTON ACE HARDWARE -	J83121	PIPE JOINT	01/20/2022	7.99	7.99	02/11/2022
26	LIVINGSTON ACE HARDWARE -	J83442	BaLLAST ELEC	01/21/2022	32.98	32.98	02/11/2022
26	LIVINGSTON ACE HARDWARE -	J84601	STATION SUPPLIES	01/24/2022	37.96	37.96	02/11/2022
26	LIVINGSTON ACE HARDWARE -	J84761	Fastners	01/25/2022	38.06	38.06	02/11/2022
26	LIVINGSTON ACE HARDWARE -	J84766	SILICONE	01/25/2022	6.99	6.99	02/11/2022
26	LIVINGSTON ACE HARDWARE -	J84888	RECEPTACLE WALL PLATE	01/25/2022	4.96	4.96	02/11/2022
26	LIVINGSTON ACE HARDWARE -	J84919	PAINT	01/25/2022	23.97	23.97	02/11/2022
26	LIVINGSTON ACE HARDWARE -	J84919	Fastners	01/25/2022	36.98	36.98	02/11/2022
26	LIVINGSTON ACE HARDWARE -	X70621	SNOW PUSHER	12/27/2021	19.99	19.99	02/11/2022
26	LIVINGSTON ACE HARDWARE -	X70829	TOOLS	12/30/2021	44.98	44.98	02/11/2022
26	LIVINGSTON ACE HARDWARE -	X71284	KEY	01/07/2022	5.18	5.18	02/11/2022
Total LIVINGSTON ACE HARDWARE - #122005:					533.79	533.79	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>MIKE STORDALEN</b>							
10003	MIKE STORDALEN	2022.2.1	LED LIGHTS	02/01/2022	50.00	50.00	02/11/2022
Total MIKE STORDALEN:					50.00	50.00	
<b>MISC</b>							
99999	MISC	2022.1.31	ReSTITUTION TK2016-0317	01/31/2022	100.00	100.00	02/11/2022
99999	MISC	TK 2019-0545	Bond Release - C. Holter	01/31/2022	100.00	100.00	02/04/2022
99999	MISC	TK2019-05202	Bond Release - T. Hester	01/06/2022	100.00	100.00	02/10/2022
99999	MISC	TK2021-0304	Bond Release - J. Osborn	02/08/2022	685.00	685.00	02/10/2022
99999	MISC	TK2021-0441	Bond Release - M. Jasionowski	02/09/2022	585.00	585.00	02/11/2022
Total MISC:					1,570.00	1,570.00	
<b>MOBILE REPAIR &amp; WELDING, INC</b>							
10	MOBILE REPAIR & WELDING, IN	32893	FABRICATION	01/31/2022	194.53	194.53	02/11/2022
Total MOBILE REPAIR & WELDING, INC:					194.53	194.53	
<b>MONTANA CORRECTIONAL ENTERPRISES</b>							
1180	MONTANA CORRECTIONAL EN	83065	Chairs	01/27/2022	510.00	510.00	02/11/2022
Total MONTANA CORRECTIONAL ENTERPRISES:					510.00	510.00	
<b>MOUNTAIN AIR SPORTS</b>							
34	MOUNTAIN AIR SPORTS	11124	Basketball Uniforms	01/28/2022	2,480.00	2,480.00	02/11/2022
Total MOUNTAIN AIR SPORTS:					2,480.00	2,480.00	
<b>MT RURAL WATER</b>							
10003	MT RURAL WATER	1724	MEMBERSHIP DUES	01/25/2021	50.00	50.00	02/11/2022
Total MT RURAL WATER:					50.00	50.00	
<b>NORTHWEST PIPE FITTINGS, INC</b>							
423	NORTHWEST PIPE FITTINGS, I	5557574-3	BANDED COUPLING	01/27/2022	407.05	407.05	02/11/2022
423	NORTHWEST PIPE FITTINGS, I	5612623-2	QUICK SEAL	01/27/2022	182.76	182.76	02/11/2022
Total NORTHWEST PIPE FITTINGS, INC:					589.81	589.81	
<b>NORTHWESTERN ENERGY</b>							
151	NORTHWESTERN ENERGY	0708370-2202	8th & Park Sprinklers	01/14/2022	6.49	6.49	02/02/2022
151	NORTHWESTERN ENERGY	0709793-4202	City Shop Building 50% 406 Benn	01/14/2022	746.19	746.19	02/02/2022
151	NORTHWESTERN ENERGY	0709793-4202	City Shop Building 50% 406 Benn	01/14/2022	746.20	746.20	02/02/2022
151	NORTHWESTERN ENERGY	0709794-2202	WRF 316 Bennett	01/10/2022	3,563.82	3,563.82	02/02/2022
151	NORTHWESTERN ENERGY	0709796-7202	97 View Vista Drive	01/14/2022	6.00	6.00	02/02/2022
151	NORTHWESTERN ENERGY	0709869-2202	Carol Lane	01/14/2022	117.17	117.17	02/02/2022
151	NORTHWESTERN ENERGY	0709870-0202	G Street Park - 422 S G	01/14/2022	236.45	236.45	02/02/2022
151	NORTHWESTERN ENERGY	0709871-8202	Star Addition - Lights	01/14/2021	270.44	270.44	02/02/2022
151	NORTHWESTERN ENERGY	0709873-4202	800 W Cambridge - Pump Station	01/14/2022	28.54	28.54	02/02/2022
151	NORTHWESTERN ENERGY	0709874-2202	Werner Addition Pump	01/10/2022	492.57	492.57	02/02/2022
151	NORTHWESTERN ENERGY	0709875-9202	900 River Drive Pump	01/10/2022	2,737.13	2,737.13	02/02/2022
151	NORTHWESTERN ENERGY	0709876-7202	132 South B Street - B St Well	01/11/2022	1,498.36	1,498.36	02/02/2022
151	NORTHWESTERN ENERGY	0709877-5202	200 E Reservoir (north side hill)	01/07/2022	578.15	578.15	02/02/2022
151	NORTHWESTERN ENERGY	0709878-3202	227 River Drive - Concessions sta	01/11/2022	25.03	25.03	02/02/2022
151	NORTHWESTERN ENERGY	0709879-1202	227 River Drive - Softball Field	01/11/2022	14.11	14.11	02/02/2022
151	NORTHWESTERN ENERGY	0709880-9202	200 River Drive - Pool	01/11/2022	255.73	255.73	02/02/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	0709881-7202	229 River Drive - Civic Center	01/11/2022	2,069.68	2,069.68	02/02/2022
151	NORTHWESTERN ENERGY	0709882-5202	229 River Drive - Pump Civic Cent	01/14/2022	17.54	17.54	02/02/2022
151	NORTHWESTERN ENERGY	0709886-6202	200 E Reservoir	01/14/2022	157.71	157.71	02/02/2022
151	NORTHWESTERN ENERGY	0709891-6202	Cemetery Road Shop - 15 Fleshm	01/14/2022	171.63	171.63	02/02/2022
151	NORTHWESTERN ENERGY	0709892-4202	40 Water Tower Avenue	01/14/2022	53.20	53.20	02/02/2022
151	NORTHWESTERN ENERGY	0709894-0202	56 Water Tower	01/07/2022	580.85	580.85	02/02/2022
151	NORTHWESTERN ENERGY	0709914-6202	1011 River Dr - Edge Water Sewe	01/10/2022	26.67	26.67	02/02/2022
151	NORTHWESTERN ENERGY	0719058-0202	3 Rogers Lane Lift Station	01/10/2022	139.96	139.96	02/02/2022
151	NORTHWESTERN ENERGY	0719271-9202	601 Robin Lane - Well	01/10/2022	.00	.00	02/02/2022
151	NORTHWESTERN ENERGY	0719272-7202	4 Billman Lane - Well	01/10/2022	1,302.12	1,302.12	02/02/2022
151	NORTHWESTERN ENERGY	0719358-4202	Street Lights - Livingston	01/14/2022	2,616.17	2,616.17	02/02/2022
151	NORTHWESTERN ENERGY	0719373-3202	229 River Drive	01/14/2022	8.17	8.17	02/02/2022
151	NORTHWESTERN ENERGY	0720048-8202	330 Bennett 1/4	01/07/2022	345.63	345.63	02/02/2022
151	NORTHWESTERN ENERGY	0720048-8202	330 Bennett 1/4	01/07/2022	345.63	345.63	02/02/2022
151	NORTHWESTERN ENERGY	0720048-8202	330 Bennett 1/4	01/07/2022	345.63	345.63	02/02/2022
151	NORTHWESTERN ENERGY	0720048-8202	330 Bennett 1/4	01/07/2022	345.62	345.62	02/02/2022
151	NORTHWESTERN ENERGY	0720113-02022	229 River Drive - CC Building	01/11/2022	255.97	255.97	02/02/2022
151	NORTHWESTERN ENERGY	0720122-1202	400 North M	01/14/2022	10.27	10.27	02/02/2022
151	NORTHWESTERN ENERGY	0720176-7202	Weimer Park	01/14/2022	8.55	8.55	02/02/2022
151	NORTHWESTERN ENERGY	0802599-1202	608 W Chinook	01/14/2022	63.09	63.09	02/02/2022
151	NORTHWESTERN ENERGY	0933715-5202	710 W Callender	01/14/2022	43.60	43.60	02/02/2022
151	NORTHWESTERN ENERGY	1134866-12022	N 2nd & Montana & Chinook	01/14/2022	69.47	69.47	02/02/2022
151	NORTHWESTERN ENERGY	1134879-42022	N 7th & Montana & Chinook	01/14/2022	36.07	36.07	02/02/2022
151	NORTHWESTERN ENERGY	1155965-52022	229 River Drive	01/14/2022	6.00	6.00	02/02/2022
151	NORTHWESTERN ENERGY	1290352-2202	School Flasher Park & 13th	01/14/2022	8.72	8.72	02/02/2022
151	NORTHWESTERN ENERGY	1441030-2202	D & Geyser Well House	01/11/2022	1,528.57	1,528.57	02/02/2022
151	NORTHWESTERN ENERGY	1452951-5202	Starlow on Monroe	01/10/2022	596.18	596.18	02/02/2022
151	NORTHWESTERN ENERGY	1493850-0202	412 W Callender	01/14/2022	78.04	78.04	02/02/2022
151	NORTHWESTERN ENERGY	1498936-2202	I90 & 89S-ing	01/14/2022	6.00	6.00	02/02/2022
151	NORTHWESTERN ENERGY	1594141-2202	9th & 10th Lift Station	01/10/2022	31.71	31.71	02/02/2022
151	NORTHWESTERN ENERGY	1613803-4202	M & N on Callender	01/14/2022	70.98	70.98	02/02/2022
151	NORTHWESTERN ENERGY	1728687-3202	Transfer Station 408 Bennett Stre	01/07/2022	468.28	468.28	02/02/2022
151	NORTHWESTERN ENERGY	1747570-8202	D & E on Callender	01/14/2022	52.49	52.49	02/02/2022
151	NORTHWESTERN ENERGY	1747572-4202	F & G on Callender	01/14/2022	33.78	33.78	02/02/2022
151	NORTHWESTERN ENERGY	1893530-4202	600 W Park	01/14/2022	87.04	87.04	02/02/2022
151	NORTHWESTERN ENERGY	1893536-1202	E Street & Alley	01/14/2022	39.98	39.98	02/02/2022
151	NORTHWESTERN ENERGY	1893541-1202	18 W Park	01/14/2022	161.73	161.73	02/02/2022
151	NORTHWESTERN ENERGY	1906055-7202	815 North 13th - Soccer Fields	01/17/2022	1.93	1.93	02/02/2022
151	NORTHWESTERN ENERGY	2023479-5202	900 W Geyser Street School Light	01/14/2022	6.38	6.38	02/02/2022
151	NORTHWESTERN ENERGY	2023484-5202	1100 W Geyser Street School Lig	01/14/2022	6.38	6.38	02/02/2022
151	NORTHWESTERN ENERGY	2114861-42022	132 South B Street Lights	01/14/2022	224.77	224.77	02/02/2022
151	NORTHWESTERN ENERGY	2138754-3202	G Street Park - Mike Webb Park	01/14/2022	6.00	6.00	02/02/2022
151	NORTHWESTERN ENERGY	2171060-3202	Scale House 408 Bennett Street	01/14/2022	132.46	132.46	02/02/2022
151	NORTHWESTERN ENERGY	3015965-1202	330 Bennett - Fire Training Center	01/07/2022	194.49	194.49	02/02/2022
151	NORTHWESTERN ENERGY	3093003-6202	114 West Summit	01/14/2022	37.69	37.69	02/02/2022
151	NORTHWESTERN ENERGY	3093023-4202	320 North Main	01/14/2022	4.74	4.74	02/02/2022
151	NORTHWESTERN ENERGY	3093027-5202	105 West Park	01/14/2022	57.35	57.35	02/02/2022
151	NORTHWESTERN ENERGY	3141997-1202	C & D on Lewis	01/14/2022	30.27	30.27	02/02/2022
151	NORTHWESTERN ENERGY	3184602-5202	202 South 2nd	01/14/2022	21.09	21.09	02/02/2022
151	NORTHWESTERN ENERGY	3210240-2202	616 River Drive	01/14/2022	6.00	6.00	02/02/2022
151	NORTHWESTERN ENERGY	3258086-2202	2800 East Park Lift Station	01/14/2022	605.25	605.25	02/02/2022
151	NORTHWESTERN ENERGY	3258262-9202	320 Alpenglow Lift Station	01/07/2022	262.56	262.56	02/02/2022
151	NORTHWESTERN ENERGY	3267010-1202	330 Bennett - Compactor	01/07/2022	51.57	51.57	02/02/2022
151	NORTHWESTERN ENERGY	3287727-6202	320 Alpenglow LN-	01/14/2022	37.15	37.15	02/02/2022
151	NORTHWESTERN ENERGY	3386783-9202	Btwn G and H on Clark	01/14/2022	45.56	45.56	02/02/2022
151	NORTHWESTERN ENERGY	3386845-6202	Btwn I and K on Callender	01/14/2022	39.55	39.55	02/02/2022
151	NORTHWESTERN ENERGY	3386846-4202	Btwn 7th and 8th on Summit	01/14/2022	27.54	27.54	02/02/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	3506014-4202	Brookstone/Elm	01/14/2022	7.15	7.15	02/02/2022
151	NORTHWESTERN ENERGY	3566038-0202	114 East Callender	01/14/2022	43.93	43.93	02/02/2022
151	NORTHWESTERN ENERGY	3566039-8202	115 East Lewis	01/14/2022	37.06	37.06	02/02/2022
151	NORTHWESTERN ENERGY	3585235-9202	New WRF 316 Bennett	01/10/2022	17,965.83	17,965.83	02/02/2022
151	NORTHWESTERN ENERGY	3643752-3202	115 East Clark	01/14/2022	27.43	27.43	02/02/2022
151	NORTHWESTERN ENERGY	3643753-1202	112 East Clark	01/14/2022	75.11	75.11	02/02/2022
151	NORTHWESTERN ENERGY	3678204-3202	502 River Dr. Pmp	01/12/2022	8.93	8.93	02/02/2022
151	NORTHWESTERN ENERGY	3725873-8202	340 Bennett	01/14/2022	31.75	31.75	02/02/2022
151	NORTHWESTERN ENERGY	3753023-5202	410 Bennett Transfer St Shop	01/07/2022	824.15	824.15	02/02/2022
151	NORTHWESTERN ENERGY	3787060-7202	Green Acres Lights	01/14/2022	68.21	68.21	02/02/2022
151	NORTHWESTERN ENERGY	3787427-8202	Green Acres	01/14/2022	209.27	209.27	02/02/2022
151	NORTHWESTERN ENERGY	3828216-6202	203 W Callender	01/14/2022	47.46	47.46	02/02/2022
151	NORTHWESTERN ENERGY	3867654-0202	2222 Willow Dr. Lt A	01/14/2022	.00	.00	
151	NORTHWESTERN ENERGY	3913678-3202	Green Acres Park - opening bill	01/10/2022	20.24	20.24	02/02/2022
151	NORTHWESTERN ENERGY	3950711-62022	Scenic Drive & Sweetgrass Lane	01/14/2022	24.69	24.69	02/02/2022
Total NORTHWESTERN ENERGY:					44,695.05	44,695.05	
<b>O'REILLY AUTOMOTIVE, INC</b>							
2437	O'REILLY AUTOMOTIVE, INC	1558-268956	DRAIN PAN	01/28/2022	17.99	17.99	02/11/2022
2437	O'REILLY AUTOMOTIVE, INC	1558-268958	OIL FILTER	01/28/2022	6.86	6.86	02/11/2022
Total O'REILLY AUTOMOTIVE, INC:					24.85	24.85	
<b>OUTHOUSE HEATING &amp; PLUMBING</b>							
3551	OUTHOUSE HEATING & PLUMBI	3774	LOWBOY WH INSTALLED	02/01/2022	1,900.00	1,900.00	02/11/2022
Total OUTHOUSE HEATING & PLUMBING:					1,900.00	1,900.00	
<b>PARK COUNTY</b>							
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	10.74	10.74	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	6.45	6.45	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	4.30	4.30	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	3.48	3.48	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	4.30	4.30	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	2.15	2.15	02/11/2022
272	PARK COUNTY	2021_10	CITY SHARE	11/01/2021	155.00	155.00	02/11/2022
272	PARK COUNTY	2021_10	CITY SHARE	11/01/2021	51.80	51.80	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	3.17	3.17	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	2.25	2.25	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	12.66	12.66	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	3.17	3.17	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	22.11	22.11	02/11/2022
272	PARK COUNTY	2021_10	JANITORIAL SVC & Sply	11/01/2021	2,381.80	2,381.80	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	2.63	2.63	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	17.41	17.41	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	3.17	3.17	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	2.69	2.69	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	7.91	7.91	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	12.66	12.66	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	22.16	22.16	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	1.20	1.20	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	6.33	6.33	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	31.65	31.65	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	1.93	1.93	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	9.50	9.50	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	5.13	5.13	02/11/2022



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	6.33	6.33	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	3.17	3.17	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	9.50	9.50	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	47.48	47.48	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	3.17	3.17	02/11/2022
272	PARK COUNTY	2021_10	ANALOG LINE - LOBBY ELEVAT	11/01/2021	8.58	8.58	02/11/2022
272	PARK COUNTY	2021_10	OCT-POWER BILL	11/01/2021	2,192.66	2,192.66	02/11/2022
272	PARK COUNTY	2021_10	CITY SHARE	11/01/2021	240.50	240.50	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	15.83	15.83	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	9.50	9.50	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	6.33	6.33	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	56.62	56.62	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	40.20	40.20	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	226.47	226.47	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	56.62	56.62	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	396.32	396.32	02/11/2022
272	PARK COUNTY	2021_10	CITY SHARE	11/01/2021	11.33	11.33	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	46.99	46.99	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	311.39	311.39	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	56.62	56.62	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	48.12	48.12	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	141.54	141.54	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	226.47	226.47	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	396.32	396.32	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	21.51	21.51	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	113.23	113.23	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	566.17	566.17	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	34.54	34.54	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	169.85	169.85	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	91.72	91.72	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	113.23	113.23	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	56.62	56.62	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	169.85	169.85	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	849.25	849.25	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	56.62	56.62	02/11/2022
272	PARK COUNTY	2021_10	OCT NET MOTION FEES	11/01/2021	130.05	130.05	02/11/2022
272	PARK COUNTY	2021_10	CITY SHARE	11/01/2021	43.56	43.56	02/11/2022
272	PARK COUNTY	2021_10	CITY SHARE	11/01/2021	8.89	8.89	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	283.08	283.08	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	169.85	169.85	02/11/2022
272	PARK COUNTY	2021_10	POWER EDGE R640 SERVER	11/01/2021	113.23	113.23	02/11/2022
272	PARK COUNTY	2021_10	CITY SHARE	11/01/2021	83.25	83.25	02/11/2022
272	PARK COUNTY	2021_10	CITY SHARE	11/01/2021	48.47	48.47	02/11/2022
272	PARK COUNTY	2021_10	LIBRARY - CITY	11/01/2021	70.00	70.00	02/11/2022
272	PARK COUNTY	2021_10	CITY SHARE	11/01/2021	33.30	33.30	02/11/2022
272	PARK COUNTY	2021_10	CITY SHARE	11/01/2021	83.25	83.25	02/11/2022
272	PARK COUNTY	2021_10	OCT G-TACS	11/01/2021	533.42	533.42	02/11/2022
272	PARK COUNTY	2021_10	COL PH/INT OTHER SITES OCT	11/01/2021	107.87	107.87	02/11/2022
272	PARK COUNTY	2021_10	COL PH/INT OTHER SITES OCT	11/01/2021	21.57	21.57	02/11/2022
272	PARK COUNTY	2021_10	COL PH/INT OTHER SITES OCT	11/01/2021	86.30	86.30	02/11/2022
272	PARK COUNTY	2021_10	CITY SHARE	11/01/2021	6.29	6.29	02/11/2022
272	PARK COUNTY	2021_10	CITY SHARE	11/01/2021	47.97	47.97	02/11/2022
272	PARK COUNTY	2021_10	CITY SHARE	11/01/2021	59.20	59.20	02/11/2022
272	PARK COUNTY	2021_10	COL PH/INT OTHER SITES OCT	11/01/2021	187.76	187.76	02/11/2022
272	PARK COUNTY	2021_10	COL PH/INT OTHER SITES OCT	11/01/2021	187.76	187.76	02/11/2022
272	PARK COUNTY	2021_10	COL PH/INT OTHER SITES OCT	11/01/2021	187.76	187.76	02/11/2022
272	PARK COUNTY	2021_10	COL PH/INT OTHER SITES OCT	11/01/2021	751.04	751.04	02/11/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
272	PARK COUNTY	2021_10	COL PH/INT OTHER SITES OCT	11/01/2021	215.74	215.74	02/11/2022
272	PARK COUNTY	2021_10	COL PH/INT OTHER SITES OCT	11/01/2021	215.74	215.74	02/11/2022
272	PARK COUNTY	2021_10	VIDEO CONF - SEPT	11/01/2021	79.88	79.88	02/11/2022
272	PARK COUNTY	2021_10	COOPER STATE - FLAT HEAD P	11/01/2021	1.11	1.11	02/11/2022
272	PARK COUNTY	2021_10	COL PH/INT 23.5% OCT21	11/01/2021	196.97	196.97	02/11/2022
272	PARK COUNTY	2021_10	COL PH/INT 23.5% OCT21	11/01/2021	1,421.99	1,421.99	02/11/2022
272	PARK COUNTY	2021_10	COL PH/INT OTHER SITES OCT	11/01/2021	810.04	810.04	02/11/2022
272	PARK COUNTY	2021_10	COL PH/INT OTHER SITES OCT	11/01/2021	187.76	187.76	02/11/2022
272	PARK COUNTY	2021_10	CITY SHARE	11/01/2021	38.30	38.30	02/11/2022
272	PARK COUNTY	2021_10	JANITORIAL SVC & Sply	11/01/2021	2,316.01	2,316.01	02/11/2022
272	PARK COUNTY	2021_10	AFTER HOURS IT - CITY	11/01/2021	157.50	157.50	02/11/2022
272	PARK COUNTY	2021_10	CITY SHARE	11/01/2021	64.75	64.75	02/11/2022
272	PARK COUNTY	2021_10	CITY PORTION - SEPT	11/01/2021	292.05	292.05	02/11/2022
272	PARK COUNTY	2021_10	STANDARD PHONE CITY - SEP	11/01/2021	75.73	75.73	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	2.15	2.15	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	15.01	15.01	02/11/2022
272	PARK COUNTY	2021_10	IT CITY PORTION - AUG	11/01/2021	212.75	212.75	02/11/2022
272	PARK COUNTY	2021_10	CITY SHARE	11/01/2021	38.11	38.11	02/11/2022
272	PARK COUNTY	2021_10	CITY SHARE	11/01/2021	697.45	697.45	02/11/2022
272	PARK COUNTY	2021_10	CITY SHARE	11/01/2021	118.40	118.40	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	1.83	1.83	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	5.37	5.37	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	8.59	8.59	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	2.15	2.15	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	1.53	1.53	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	8.59	8.59	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	21.49	21.49	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	1.31	1.31	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	6.45	6.45	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	1.78	1.78	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	11.82	11.82	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	2.15	2.15	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	6.45	6.45	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	32.23	32.23	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	2.15	2.15	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	15.04	15.04	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	.82	.82	02/11/2022
272	PARK COUNTY	2021_10	REMOTE MANAGEMENT & PLA	11/01/2021	4.30	4.30	02/11/2022
Total PARK COUNTY:					20,123.76	20,123.76	
<b>RIVERSIDE HARDWARE LLC</b>							
3659	RIVERSIDE HARDWARE LLC	158130	FASTENERS	02/01/2022	1.00	1.00	02/11/2022
Total RIVERSIDE HARDWARE LLC:					1.00	1.00	
<b>SAFETRAC</b>							
3143	SAFETRAC	34650	CDL Services	02/01/2022	225.00	225.00	02/11/2022
Total SAFETRAC:					225.00	225.00	
<b>SECURITY SOLUTIONS, INC.</b>							
3020	SECURITY SOLUTIONS, INC.	10954	Access Control CITY HALL	01/27/2022	121.00	121.00	02/11/2022
Total SECURITY SOLUTIONS, INC.:					121.00	121.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>SOIL CONTROL LAB</b>							
3346	SOIL CONTROL LAB	2010106	COMPOST PACKAGE	01/21/2022	349.00	349.00	02/11/2022
Total SOIL CONTROL LAB:					349.00	349.00	
<b>SPECIAL LUBE</b>							
1814	SPECIAL LUBE	224-280-1166	Oil Change	01/31/2022	85.64	85.64	02/11/2022
Total SPECIAL LUBE:					85.64	85.64	
<b>THOMSON REUTERS - WEST</b>							
2823	THOMSON REUTERS - WEST	845801188	Subscription	02/01/2022	315.76	315.76	02/11/2022
Total THOMSON REUTERS - WEST:					315.76	315.76	
<b>TRUE VALUE HARDWARE</b>							
10003	TRUE VALUE HARDWARE	2022.1.31	RESTITUTION TK2021-0351	01/31/2022	49.92	49.92	02/11/2022
Total TRUE VALUE HARDWARE:					49.92	49.92	
<b>TWENTERPRISES, INC.</b>							
1568	TWENTERPRISES, INC.	19398	CLINIC LIFT STATION	02/02/2022	25,088.18	25,088.18	02/11/2022
Total TWENTERPRISES, INC.:					25,088.18	25,088.18	
<b>US BANK</b>							
845	US BANK	6399933	0068485NS	01/25/2022	350.00	350.00	02/11/2022
Total US BANK:					350.00	350.00	
<b>US POST OFFICE</b>							
2596	US POST OFFICE	2022.2.3	Postage for Utility Bills	02/03/2022	2,500.00	2,500.00	02/03/2022
2596	US POST OFFICE	2022.2.3	Postage for Utility Bills	02/03/2022	2,500.00	2,500.00	02/03/2022
2596	US POST OFFICE	2022.2.3	Postage for Utility Bills	02/03/2022	2,500.00	2,500.00	02/03/2022
Total US POST OFFICE:					7,500.00	7,500.00	
<b>WISPWEST.NET</b>							
2087	WISPWEST.NET	701808	Internet	02/01/2022	63.51	63.51	02/11/2022
2087	WISPWEST.NET	701808	Internet	02/01/2022	84.19	84.19	02/11/2022
Total WISPWEST.NET:					147.70	147.70	
<b>XYLEM DEWATING SOLUTION, INC.</b>							
2432	XYLEM DEWATING SOLUTION, I	401144236	SEWER PUMP	01/24/2022	14,956.59	14,956.59	02/11/2022
Total XYLEM DEWATING SOLUTION, INC.:					14,956.59	14,956.59	
Grand Totals:					142,741.08	142,741.08	

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**File Attachments for Item:**

**C. APPROVE ALLOCATION OF SPECIAL PARKING SPACE RESERVED FOR DISABLED RESIDENT CHARLES FAY.**

10/17/2021

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

\*\*\*\*\*

Name of Applicant: Charles J. Fay III (AKA: Joe)

Address: 329 South 2nd Street, Livingston, MT Phone: (406) 223-8147

Type of Special Parking Space Requested: 59047

General Public Use [ ] Reserved for Personal Use of a Disabled Person. (\$50 fee) [X]

Specific Location of the Requested Space: PARKING SPOT CLOSET TO OUR FRONT DOOR.

Reason for the Request: PHYSICAL DISABILITY

\*\*\*\*\*

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

- 1. Do you operate a vehicle displaying a specialty inscribed license plate issued by the state of Montana to disabled persons...
2. Is the requested parking space adjacent to your permanent residence?
3. Does reasonably accessible and practicable off street parking exist?
4. License plate number of vehicle(s) designated to use the space: 49-6450E
5. Are the designated vehicles operated by you? 49-7007C

Administrative Use Only

Date application received: 10-19-21 Reviewed by: Craig Dahl

Does request meet criteria? Yes [X] No [ ]

Comments

City Commission Action: Approved Denied Date:

\*\*\*\*\*

Installation of Sign:

Sign installed by: Date:

Amount Collected: Check no.

Removal of Sign

Sign removed by: Date

Reason for Removal:

**Montana Vehicle Registration**

Valid Through Date **09/30/2022**

Renewal Cust Nbr **2787406**

County	Park	Issue Date	09/13/2021	Tab Nbr	A04883708
Usage	Regular	User	pj4903	Plate Nbr	496450E
Reg Usage	Regular	Fleet Nbr		Plate Type	Std County Lg (PC)
Reg Type		OTN			

Owners / Lessors  
**Vicky Lynn Fay**  
**Charles Joseph Fay**  
**329 S 2nd St**  
**Livingston, MT 590473401**

VIN	JF2GPABC9G8316047	Year	2016	Make	Subaru	Model	Crosstrek
Veh Type	Rugged Terrain (LL)	Style	UT	Color	Belge	Ext Model	
Weight	3109	Ton Code				Veh Nbr	3917322
Decl GVW		GVW Class		GVW Beg		GVW End	

**Vicky Lynn Fay**  
**329 S 2nd St**  
**Livingston, MT 590473401**



By registering this vehicle the applicant acknowledges having knowledge of the FMCSR and FHMR, if applicable.

**Tab Number**  
**A04883708**

**Month Number**  
**09**



**State of Montana**  
**Attention Vehicle Owner**

**When applying tab to rear license plate:**

1. Thoroughly clean license plate.
2. Peel tab from backing.
3. Place tab where indicated on face of dry, clean plate or over the top of the prior year's tab.
4. Firmly rub tab and edges down.

This registration receipt must be in the motor vehicle or trailer to which it pertains at all times. The driver or person in control of the vehicle or trailer must display this receipt to a peace officer or any officer or employee of the Montana Department of Justice or Department of Transportation, upon demand of the officer or employee.

Montana law requires the owner of any motor vehicle that is registered and operated on a public highway or a private way commonly used by the public in this state to continuously maintain mandatory motor vehicle liability insurance in the amounts specified by law. Unless this vehicle qualifies for an exemption under Mont. Code Ann. § 61-6-303, such as a motorcycle or quadricycle, mandatory motor vehicle liability insurance is required.

Proof of compliance with the mandatory liability insurance law must be in the motor vehicle. The owner or driver of the motor vehicle must display the insurance card or other proof of compliance to any peace officer, judge or other authorized individual upon demand. Violation of this requirement is a misdemeanor that carries the same penalties as a no insurance violation.

Next time, you may renew your vehicle registration online at <https://app.mt.gov/vrr/>

**Public Safety is a Partnership: Buckle Up Slow Down - Dont Drink and Drive**

[dojmt.gov/driving](https://dojmt.gov/driving)

**Montana Vehicle Registration**

Valid Through Date **01/31/2022**

Renewal Cust Nbr **2787406**

County	Park	Issue Date	<b>01/25/2021</b>	Tab Nbr	<b>A03438596</b>	Park Fee Paid
Usage	<b>Regular</b>	User	<b>PJ4903</b>	Plate Nbr	<b>497007C</b>	
Reg Usage	<b>Regular</b>	Fleet Nbr		Plate Type	<b>Std County Lg (PC)</b>	
Reg Type		OTN				

**Owners / Lessors**

**Vicky Lynn Fay**  
**Charles Joseph Fay**  
**329 S 2nd St**  
**Livingston, MT 590473401**

VIN	<b>4S3BG6854V7632764</b>	Year	<b>1997</b>	Make	<b>Subaru</b>	Model	<b>Legacy</b>
Veh Type	<b>Passenger (PC)</b>	Style	<b>SW</b>	Color	<b>White</b>	Ext Model	
Weight	<b>3230</b>	Ton Code				Veh Nbr	<b>894182</b>
Decl GVW		GVW Class		GVW Beg		GVW End	

**Vicky Lynn Fay**  
**329 S 2nd St**  
**Livingston, MT 590473401**



By registering this vehicle the applicant acknowledges having knowledge of the FMCSR and FHMR, if applicable.

**Tab Number**  
**A03438596**

**Month Number**  
**01**



**State of Montana**  
**Attention Vehicle Owner**

**When applying tab to rear license plate:**

1. Thoroughly clean license plate.
2. Peel tab from backing.
3. Place tab where indicated on face of dry, clean plate or over the top of the prior year's tab.
4. Firmly rub tab and edges down.

This registration receipt must be in the motor vehicle or trailer to which it pertains at all times. The driver or person in control of the vehicle or trailer must display this receipt to a peace officer or any officer or employee of the Montana Department of Justice or Department of Transportation, upon demand of the officer or employee.

Montana law requires the owner of any motor vehicle that is registered and operated on a public highway or a private way commonly used by the public in this state to continuously maintain mandatory motor vehicle liability insurance in the amounts specified by law. Unless this vehicle qualifies for an exemption under Mont. Code Ann. § 61-6-303, such as a motorcycle or quadricycle, mandatory motor vehicle liability insurance is required.

Proof of compliance with the mandatory liability insurance law must be in the motor vehicle. The owner or driver of the motor vehicle must display the insurance card or other proof of compliance to any peace officer, judge or other authorized individual upon demand. Violation of this requirement is a misdemeanor that carries the same penalties as a no insurance violation.

Next time, you may renew your vehicle registration online at <https://app.mt.gov/vrr/>

**Public Safety is a Partnership: Buckle Up Slow Down - Dont Drink and Drive**

[dojmt.gov/driving](https://dojmt.gov/driving)





Driver Services Bureau  
PO Box 201430, Helena MT 59620-1430  
Phone: 406-444-3933  
Fax: 406-444-1631  
Online: [dojmt.gov/driving](http://dojmt.gov/driving)



September 14, 2021

CHARLES JOSEPH FAY  
329 S 2ND ST  
LIVINGSTON MT 59047-3401

Year of Birth: 1950  
Customer Number: 2786088

### **DISABILITY PLACARD APPROVED**


Please find your disabled placard(s) enclosed. The following information applies to your placard.

1. This placard is non-transferable. Its unlawful for the holder to loan this placard to any person for any reason regardless of whether that person is disabled.
2. The placard shall be prominently displayed in the windshield of the vehicle when the parking privilege is being used.
3. Any fraudulent use of the placard may result in withdrawal from the holder.
4. The placard shall be surrendered to the issuing agency upon death of the cardholder or when the holder is no longer disabled.
5. Placards are valid until the last day of the month and year indicated on the placard. To renew the placard, submit a new application prior to the expiration date.
6. Permanent placards issued prior to 10/93 do not require renewal.

If you choose to purchase disabled license plates, please contact your county treasurers office. Your permanent placard may be presented as proof of your application being filed with the Title and Registration Bureau. You must be the registered owner of the vehicle before applying for disabled plates.

By authority of:      Montana Motor Vehicle Division

**IMPORTANT: REMOVE BEFORE  
DRIVING VEHICLE**



**Any Alteration Voids Permit**

**0506245**

**Disabled Persons Parking  
Identification Permit**

YEAR	EXPIRES	MONTH
21		JAN
22		FEB
23		MAR
24		APR
25		MAY
26		JUN
27		JUL
28		AUG
29		SEP
30		OCT
31		NOV
32		DEC

**ILLEGAL TO DUPLICATE THIS PERMIT**

**C.J.F.**

**DOJ/MVD  
P.O. Box 201430  
302 N. Roberts  
Helena, MT 59620-1430  
Permit expires last day  
of month indicated above.**





**File Attachments for Item:**

**D. ACCEPTING LISA HARRELD'S APPLICATION TO SERVE ANOTHER TERM ON THE CITY TREE BOARD.**

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

**Appointed Position Seeking:** Tree Board

**Date of Application:** 2.14.2022

Name: Lisa Harreld

Signed: \_\_\_\_\_

Address: 822 West Clark Street

Telephone: daytime 651-270-4168

after 5:00 p.m.: 651-270-4168

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

e-mail address: lisaharreld@gmail.com

1. Are you a resident of the City of Livingston? yes
2. Are you a registered voter? yes
3. Will you be at least 18 years of age at the time of the appointment? yes
4. Describe the reasons you are interested in this appointment: Trees bring joy and spiritual renewal.

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

- A. Occupation: Human Resources Director/Paralegal
- B. Education: Bachelor of Science
- C. Experience: Many years of paralegal experience

(please attach a detailed resume if desired)

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

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

A. If yes, please describe those boards. Park County Senior Center

8. Current Employer? Park County

9. Are you available for night meetings? yes

10. Are you available for daytime meetings? yes

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

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? If a conflict arises I will recuse myself.

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

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

**File Attachments for Item:**

**A. MARSHALL SWEARINGEN OF CITY TREE BOARD PRESENTS 2021 ANNUAL REPORT.**

**To:** City Commission  
**From:** Tree Board  
**Date:** December 16, 2021



## City Tree Board 2021 Annual Report

Dear Commissioners,

It has been an active year for the Tree Board. During the early part of 2021 we met over Zoom, then moved to in-person meetings at the gazebo in Sacajawea Park for the warmer months. The main happenings during the year include:

- **Emerald ash borer plan:** Anticipating that this non-native pest may arrive in Livingston at any time and have a potentially devastating impact on Livingston's public trees, in March we advised that you assign to the City Manager the task of creating an EAB plan. Our recommendation included a report outlining best science for pesticide treatment, cost scenarios for treatment and removal of trees, and more.
- **Volunteers available for pruning:** Many of the recently planted trees in Livingston's parks are in need of formative pruning, which can prevent trees from developing problematic structure that requires more invasive and expensive pruning later in life. After learning that participants in MSU Extension's Master Gardener class are trained in this practice and are available to earn volunteer hours, we recommended that Public Works partner with Extension for mutual benefit.
- **Updated boulevard list and planting guide:** Per the Tree Board responsibility defined in Livingston's tree ordinance, we updated the list of trees suitable for boulevard planting. In an effort to support property owners in planting boulevard trees, we created a Livingston Tree Planting Guide with information about the approved species/cultivars as well as best planting practices. We recommended these to the City in April, along with suggested text for the City Trees webpage that is outdated and incomplete.
- **Budget recommendation FY 2021:** In April we recommended that the Commission request an additional \$10,000, above the \$13,000 from the previous year, for updating the tree inventory, part-time seasonal watering, pruning of hazard trees, and preemptive replacement of boulevard ash trees.
- **Arbor Day:** In a volunteer capacity our board helped coordinate an Arbor Day celebration on April 30 for the planting of three trees in Mars Park. Students from the Educatio School attended and learned about tree planting from former board member Andy Mitchell. An Arbor Day event is required each year for renewing Livingston's Tree City USA status, which helps Livingston qualify for expanded grant funding.
- **New board members:** We welcomed new members Maureen Lighthiser in January and Sarah Boyle in November. Andy Mitchell resigned in July.
- **Strategic plan:** During the course of several meetings we discussed our board's priorities and outlined them in a strategic plan that we approved in October to guide our activities over the next five years.



- **Budget recommendation and board priorities for FY 2022:** In December we expressed our top priorities for the coming budget cycle. Broadly speaking, these are: 1) Supporting new tree establishment in boulevards; 2) Developing an updated tree management plan in support of tree district(s); and 3) Including trees in long-term landscape planning for Park Street/Highway 89.

In 2022, we look forward to more opportunities to support the City of Livingston in maintaining and enhancing the many benefits provided by our public trees in boulevards and parks. Amid uncertain and trying times, investing in our public trees is a tangible act of hope and a gift to future generations.

As always the Tree Board welcomes your questions, ideas and guidance for how we can best serve the Commission and our community.

Sincerely,



Marshall Swearingen, Chair

**File Attachments for Item:**

**B. SHANNON HOLMES, PUBLIC WORKS DIRECTOR, WITH PUBLIC WORKS PROJECTS UPDATE.**

# CITY OF LIVINGSTON

## Public Works

FEBRUARY 2022

### FUN FACT

#### WHY ARE SEWER MANHOLE COVERS ROUND?

Because **there are no angles for alignment**, the round shape makes this heavy cover easier to put back on once they're taken off. Round covers are also easier to manufacture. But, the main reason manhole covers are round is so they won't accidentally fall into the manhole itself.

Public Works is the combination of physical assets, management practices, policies and personnel necessary for government to provide and sustain structures and services essential to the welfare and acceptable quality of life for its citizens. Livingston Public Works is responsible for streets, water, sewer, solid waste, water reclamation, parks and cemetery.

### STREETS

The Streets Department has been continuing to provide snow maintenance throughout the winter. They are also doing the site work for the new cold storage building located on the City Public Works property on Bennett Street. The cold storage building will allow the streets, water & sewer departments to store the many pieces of equipment they use daily out of the weather and help protect the cities investment.

### SOLID WASTE

The Solid Waste Department is currently in negotiations with Republic Services for a new contract. This is necessary, due to the fact that Park County has decided to terminate their use of the transfer station as of July 1st.

Solid Waste has purchased three more roll-offs for use with commercial businesses on a long term month to month basis. The ability to provide a roll off service to contractors & citizens on a month to month basis is something we are working towards in the future.

### WRF

The WRF has had staffing issues with a 125% turnover rate for employees in 2 1/2 years.

The Montana DEQ has issued an extension on the WRF's permit #MT0020435 that ended October 31, 2021.

The Biennial DEQ Compliance Inspection was held in early January. There were no major issues identified.

The WRF is doing a copper study throughout the city per request from the DEQ. It is anticipated the new discharge permit for the WRF will have a copper limit. The WRF is also working with Jacobs Engineering on a Copper Mixing Zone Study.

With new nutrient requirements coming from Senate Bill 358, Shannon has been working with the Nutrient Work Group and Water Pollution Control Board on defining the Adaptive Management Plan process.

### WATER AND SEWER

The Water & Sewer Department has been busy with sewer projects, they completed a 110 foot sewer main replacement project that was designed by Martha ORourke, P.E., a 60' extension on Butte between 3rd and Yellowstone is next on the schedule.

The storm drain inlet at L Street and Clark Street have been connected to the main and is now operable.

They are working on concrete pads and emergency generator installations for the 1 million reservoir, the clinic well and the clinic lift station. The gas service for the clinic well house has been completed.

### PARKS

The Parks Department is preparing for many spring projects. These include a new picnic shelter in the Green Acres Park. A new swing set at Sacajawea Park. Landscaping and irrigation improvements at McNair Skate Park. Cleaning up the Mayor's Landing/Roping Arena area.

The hazardous tree project has started where approximately 40 trees in poor health will be removed and new trees planted. The City received \$5,000 grant for updating the 2015 Tree Inventory.

# 2022 PROJECTS & DEVELOPMENTS

## CIVIC CENTER SEWER EXTENSION

The Civic Center, Miles Park Baseball Complex, and Sacajawea Park Bathrooms are serviced by septic systems and cesspools very close to the Yellowstone River. This project will extend City sewer infrastructure to service these amenities and remove the septic systems. The City received a \$312,727 Coal Endowment Grant Award to help with this project.

## 6TH & 7TH STREET WATER

The City will be replacing a total of 6 blocks of old and under-sized 4-inch water mains with 8-inch water mains on South 6<sup>th</sup> and South 7<sup>th</sup> streets between Callender Street and Geysers Street this summer.

## STORM WATER PRELIMINARY ENGINEERING REPORT

The City has a very limited stormwater collection and treatment system. The majority of stormwater runoff flows overland and into the Livingston Ditch, Fleshman Creek, and ultimately into the Yellowstone River. A large portion of this stormwater is also captured by the sewer collection system and unnecessarily processed through the wastewater treatment plant. As the City approaches the 10,000 population mark, it will be required to have a functional and separate stormwater system per state and federal law. In preparation for this, the City is working with an engineering firm to develop a preliminary engineering report to analyze existing stormwater runoff patterns, issues, and impacts to the sewer collection and treatment system. The report will also assess the creation of a stormwater utility for rate-payers to support ongoing needs, upgrades, and address deficiencies in the system.

## GREEN ACRES & MONTAGUE SEWER MAIN EXTENSION

Green Acres and Montague subdivisions were recently annexed into the City and include approximately 165 homes on private septic systems near the Yellowstone River. This project is a continuation of the preliminary engineering report from last year to extend City sewer infrastructure to these properties. The preliminary sewer alignment will move toward final design and construction drawings that will be put out to bid. Construction of the new sewer infrastructure may begin as early as fall 2022.

### Development Projects

- 1. **Fed Ex Development** — Plans for a new FedEx distribution center are underway for the property adjacent to PFL at the west end of town. Plans include a new road, sewer and water main extensions, and on-site development for the distribution center and associated parking.
- 2. **Starbucks** — Starbucks has purchased the old Arby's building and property adjacent to Albertsons on the south end of town. Plans are underway to renovate the existing building and update the remainder of the site to current standards.
- 3. **TriTip** — The TriTip condominium development in Northtown began construction in the winter of 2021. A new access road, water main, and sewer main have already been installed. Construction of the 20 condominium buildings is underway.
- 4. **Eagles Landing** — The final buildings of the Eagles Landing development behind Albertsons are under construction. All work for this development is anticipated to be complete by the end of 2022.
- 5. **Discovery Vista** — The developers are working on plans for the final phases of the Discovery Vista subdivision at the north-west end of the City.
- 6. **Lahren Property** — The Lahren Property on Loves Lane has been annexed into the City. We are in the initial phase of discussions on development for this parcel.
- 7. **Northtown** — The developers of the Northtown subdivision are beginning work on the next phase of this subdivision.

**File Attachments for Item:**

**A. ORDINANCE NO. 3027AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ZONING PARCELS GENERALLY KNOWN AS 26 FLESHMAN CREEK ROAD AND LEGALLY DESCRIBED AS COS 543 IN SECTION 14, TOWNSHIP TWO SOUTH (T02S), RANGE NINE EAST (R09E), AS MEDIUM DENSITY RESIDENTIAL (R-II).**

February 11, 2022

**STAFF REPORT**  
**ZONING MAP AMENDMENT – 26 FLESHMAN CREEK**

**Background**

On September 7<sup>th</sup>, 2021, the City Commission Adopted a Resolution (No. 4983) (Attachment I) approving the second reading of the annexation of the parcel commonly addressed as 26 Fleshman Creek Road. The parcel is legally described COS 543, in Section 14 (S14), Township Two South (T02S), Range Nine East (R09E), as shown outlined in blue on the map below.

As the property was annexed into the City a zoning amendment must be undertaken to update the Official Zoning Map to include the lot. The parcel is currently used for a single-family residence and several outbuildings. The zoning proposed by City Staff is R-II, consistent with the adjoining residential properties. The intent of the R-II Zoning District is “[p]rimarily a single-family residence district. Duplexes and two (2) family dwellings may also be accommodated on lots of adequate plat sizes.”



Currently, the adjoining properties to the north, east, and west are used residentially and are zoned R-II, and properties to the south are zoned public and contain the armory, soccer fields, and cemetery. The parcel is one (1) acre in size and would be allowed 12 primary residences and 12 accessory dwelling units if zoned R-II.

**Proposed Findings of Fact**

***Criteria and Guidelines for Zoning Regulations (MCA 76-2-304): (1) Zoning regulations must be:***

*(a) made in accordance with a growth policy:*

**Staff Comments:**

- The parcel is shown in the Extra-territorial Jurisdiction (ETJ) as it has recently been annexed into the City. The ETJ Future Land Use Map shows the area as “Pastoral/ Open Space” described as a “Pastoral/Open Space land use designation includes generally undeveloped agricultural lands used primarily for grazing, crop production, and the production of agricultural products. Land designated as Pastoral/Open Space is intended to remain agricultural in nature in the future.” The designation of R-II differs from the ETJ FLUM significantly. The parcel is an excellent example of the broad-brush nature of the FLUM, especially the ETJ FLUM. The parcel is anomalous in that it was unincorporated, yet entirely surrounded by the City. While being shown as Pastoral/ Open Space on the ETJ FLUM the property is developed residentially and is not particularly appropriate for agricultural uses due to its size. As the parcel has now been annexed into the city the designation of Pastoral/Open Space is not consistent with the Growth Policy for parcels within the city, which stresses infill and compact development. The vast majority of the parcels on the north side of town are shown as “Medium Density Residential” on the FLUM consistent with the proposed R-II zoning.
- *Strategy 3.1.1.2: Evaluate and amend the zoning ordinance to allow for higher densities and wider land uses in areas that can support such development.*
  - The application proposes amending the zoning to allow for city density adjacent to existing R-II density housing.
  - Adjacent infrastructure is adequate for increased density. Any development on the parcel will require connections to the City’s water and sewer system.
- *Strategy 3.1.1.8: Reduce urban sprawl through compact development consistent with the Future Land Use Map of this Growth Policy.*
  - Zoning for higher densities in already developed areas of the City/County interface and adjacent to existing city density residential has the potential to reduce urban sprawl by

concentrating housing on a much smaller footprint than possible without connection to the City’s water and sewer infrastructure.

- *Objective 5.1.4: Promote a mix of housing within neighborhoods that supports a variety of household income levels, household age groups, and housing types.*
  - The proposed R-III designation allows for anything from a single-family home to multi-unit buildings. The potential for denser, multi-unit buildings should promote affordability serving a currently underserved group in the City. Condos and apartment buildings can also support a variety of age groups as maintenance requirements are lowered compared to traditional single-family homes.

*(b) designed to:*

*(i) secure safety from fire and other dangers;*

Staff Comments:

- Any future development on the lot will be required to meet all adopted fire and building codes, no increase in fire or other danger is anticipated.

*(ii) promote public health, public safety, and the general welfare; and*

Staff Comments:

- The lot has recently been annexed, as the City’s Zoning Ordinance is designed to protect the health, safety, and welfare of the community the zoning should have a positive impact on all three.

*(iii) facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.*

Staff Comments:

- The lot is accessed by an existing public road, Fleshman Creek Road. Zoning the parcel allows the City to ensure transportation is adequate prior to development of the parcel.
- Increasing the density allowed on the parcel could add additional students to the school system and users to the parks system. Based on the location of the parcel, the development is currently utilizing the same schools and parks that would be utilized if the parcel were to develop further. The schools and parks should have capacity to maintain service with any future development.
- The lot is required to connect to City water and sewer. Analysis of the water and sewer capacity will need occur with any development proposal.



(2) *In the adoption of zoning regulations, the municipal governing body shall consider:*

(a) *reasonable provision of adequate light and air;*

Staff Comments:

- The intent of the zoning amendment is to zone the newly annexed land, there should be no impact to the provision of light and air.
- By zoning the lot any new structures will be required to meet the setbacks as listed in the City’s Zoning Ordinance which do not currently apply to the lot, ensuring separation between structures for light and air.

(b) *the effect on motorized and nonmotorized transportation systems;*

Staff Comments:

- Zoning the parcel R-II should have a minimal impact on transportation systems.

(c) *promotion of compatible urban growth;*

Staff Comments:

- Adjacent privately-owned lots in the City are zoned R-II and the proposal would be a continuation of adjacent urban growth.

(d) *the character of the district and its peculiar suitability for particular uses;*

Staff Comments:

- The lot sits within an existing residential neighborhood, and is currently used residentially. The proposed zoning on the parcel is consistent with the adjacent parcels within the City.

(e) *conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area.*

Staff Comments:

- The proposed map amendment should have no effect on property values.

***Spot zoning Criteria:***

(1) *the proposed use is significantly different from the prevailing use in the area.*

Staff Comments:

- The proposed zoning is identical to adjacent residential lots within the City.

(2) *the area in which the requested use is to apply is rather small from the perspective of concern with the number of separate landowners benefited from the proposed change.*

Staff Comments:

- The proposed zoning is for a single lot with a single owner that has been annexed into the City. The change should benefit neighboring landowners through the imposition of the City Zoning Ordinance on the property, including setbacks and height restrictions.

(3) *the change is special legislation designed to benefit only one or a few landowners at the expense of the surrounding landowners or the general public.*

Staff Comments:

- The proposed zoning is for a single lot with a single owner that has been annexed into the City. The change should benefit neighboring landowners through the imposition of the City Zoning Ordinance on the property, including setbacks and height restrictions.

**Public Hearing**

The Zoning Commission heard this item at their February 8, 2022 meeting and unanimously (4:0) recommended approval of the proposed R-III zoning. Concerns were raised at the meeting about traffic. Chair of the Zoning Commission, Jim Baerg noted that despite this being technically infill, he was concerned about the recent zoning amendments being at the edges of town. The Zoning Commission also requested I make the City Commission aware of the potential automobile trips per day if the property were developed to max density. The general calculation is 10 trips-per-day for single-family homes, so if the property were to develop at max density all detached single-family homes the potential trips-per-day from the property is 240. Multi-family uses generally generated fewer trips-per-day.

**Staff Recommendation**

The Zoning Coordinator believes that the proposed zoning designation listed above meets both the requirements of the City of Livingston, State Statute, and the spot zoning criteria. Staff recommends that the Commission adopt the proposed zone map amendment.

**Attachments**

Attachment I.....Resolution 4983  
Attachment II.....Draft Ordinance

**RESOLUTION NO. 4983**

**A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS 26 FLESHMAN CREEK ROAD.**

**WHEREAS**, Section 7-2-4501, Montana Code Annotated, authorizes annexation of wholly surrounded property; and

**WHEREAS**, the City Commission of the City of Livingston, Montana, has determined that it is in the best interest of the City that property be annexed into the City where the property is identified in the City’s Annexation Policy, and that the boundaries of the City of Livingston be extended to include the wholly surrounded property between the Armory and Ridgeview Trails Subdivision which are wholly surrounded by other property within the corporate limits of the City;

**WHEREAS**, Section 7-2-4501 deems property wholly surrounded by the city or town even though such tracts or parcels of land may be separated from such city or town by a street or other roadway, irrigation ditch, drainage ditch, stream, river, or a strip of unplatted land too narrow or too small to be platted; and

**WHEREAS**, the §7-2-4502 proscribes that protest of this annexation is not available to the annexation of wholly surrounded properties to be included in the territorial boundaries of the City.

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

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

**26 Fleshman Creek Road in COS 543 in Section 14 of Township 2 South, Range 9 East. See attached map.**

**PASSED** at a first reading by the Livingston City Commission, on August 3, 2021.

**Resolution No. 4983: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS 26 FLESHMAN CREEK ROAD.**

ATTEST:

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


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**PASSED ADOPTED AND FINALLY APPROVED, during a second reading by the Livingston City Commission this 7<sup>th</sup> day of September, 2021.**

  
\_\_\_\_\_  
QUENTIN SCHWARZ Vice- Chair



ATTEST:

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

APPROVED TO AS FORM:

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

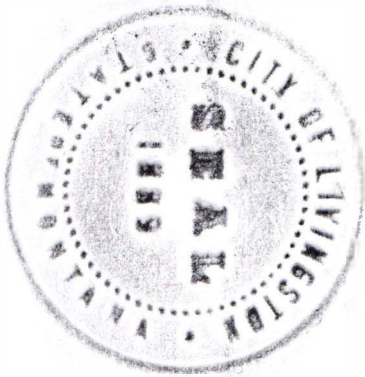
**Resolution No. 4983: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS 26 FLESHMAN CREEK ROAD.**

**PUBLIC NOTICE**

**NOTICE** is hereby given, a public hearing will be conducted by the Livingston City Commission on Tuesday, September 7th, 2021, during a second reading of **RESOLUTION NO. XXXX: entitled A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS 26 FLESHMAN CREEK ROAD.** For additional information contact Faith Kinnick at (406) 823-6002.

Please publish Friday, August 6th, 2021 and August 20th, 2021.

Faith Kinnick  
City of Livingston  
August 3, 2021



**Resolution No. 4983: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS 26 FLESHMAN CREEK ROAD.**



**ORDINANCE NO. 3027**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ZONING PARCELS GENERALLY KNOWN AS 26 FLESHMAN CREEK ROAD AND LEGALLY DESCRIBED AS COS 543 IN SECTION 14, TOWNSHIP TWO SOUTH (T02S), RANGE NINE EAST (R09E), AS MEDIUM DENSITY RESIDENTIAL (R-II).**

\* \* \* \* \*

**Preamble.**

The purpose of this Ordinance is to promote public health, safety and general welfare of the City by regulating the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population, and the location and use of buildings, structures, and land for trade, industry, residence or other purposes.

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**WHEREAS**, Section 30.71 of the City of Livingston Code of Ordinances authorizes the City Commission to amend the officially adopted Zoning Map;

**WHEREAS**, the amendments meet the criteria and guidelines for zoning regulations as required by Section 76-2-304 of Montana Code Annotated;

**WHEREAS**, the City Commission of the City of Livingston, Montana annexed the Subject Parcel by passing Resolution 4983 on September 7, 2021;

**WHEREAS**, being within the jurisdiction of the City, the parcel is required by the City's Zoning Ordinance to be given a zoning designation;

**WHEREAS**, the amendment meets the Lowe Test for rezoning property; and

**WHEREAS**, the City of Livingston Zoning Commission, after a public hearing, voted unanimously (4:0) to recommend approval of the zoning of the parcel to Medium Density Residential (R-II) on the Zoning Map to the City Commission;

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission that Sec. 30.13 of the Livingston Municipal Code entitled Official Zoning Map, be and the same is hereby amended as follows:

**SECTION 1**

**Zoning of a parcel addressed as 26 Fleshman Creek Road and legally described as COS 543 in Section 14, Township Two South (T02S), Range Nine East (R09E) as shown in Exhibit A as Medium Density Residential (R-II)**

**SECTION 2**

**Statutory Interpretation and Repealer:**



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

**SECTION 3**

**Severability:**

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

**SECTION 4**

**Savings provision:**

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

**SECTION 6**

**Effective date:**

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

**PASSED** by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the \_\_\_\_\_ day of March, 2022.

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

**ATTEST:**

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

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**PASSED ADOPTED, AND APPROVED** by the City Commission of the City of Livingston, Montana, on second reading at a regular session thereof held on the \_\_\_\_\_ day of April, 2022.

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**MELISSA NOOTZ – Chair**

**ATTEST:**

**APPROVED AS TO FORM:**

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**FAITH KINNICK**  
Recording Secretary

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**COURTNEY LAWELLIN**  
City Attorney

EXHIBIT A



**File Attachments for Item:**

**B. ORDINANCE NO. 3028: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ZONING PARCELS GENERALLY KNOWN AS 25 LOVES LANE AND LEGALLY DESCRIBED AS Lot 5-A OF THE LAHREN MINOR SUBDIVISION IN SECTION 23, TOWNSHIP TWO SOUTH (T02S), RANGE NINE EAST (R09E), AS HIGH-DENSITY RESIDENTIAL (R-III).**

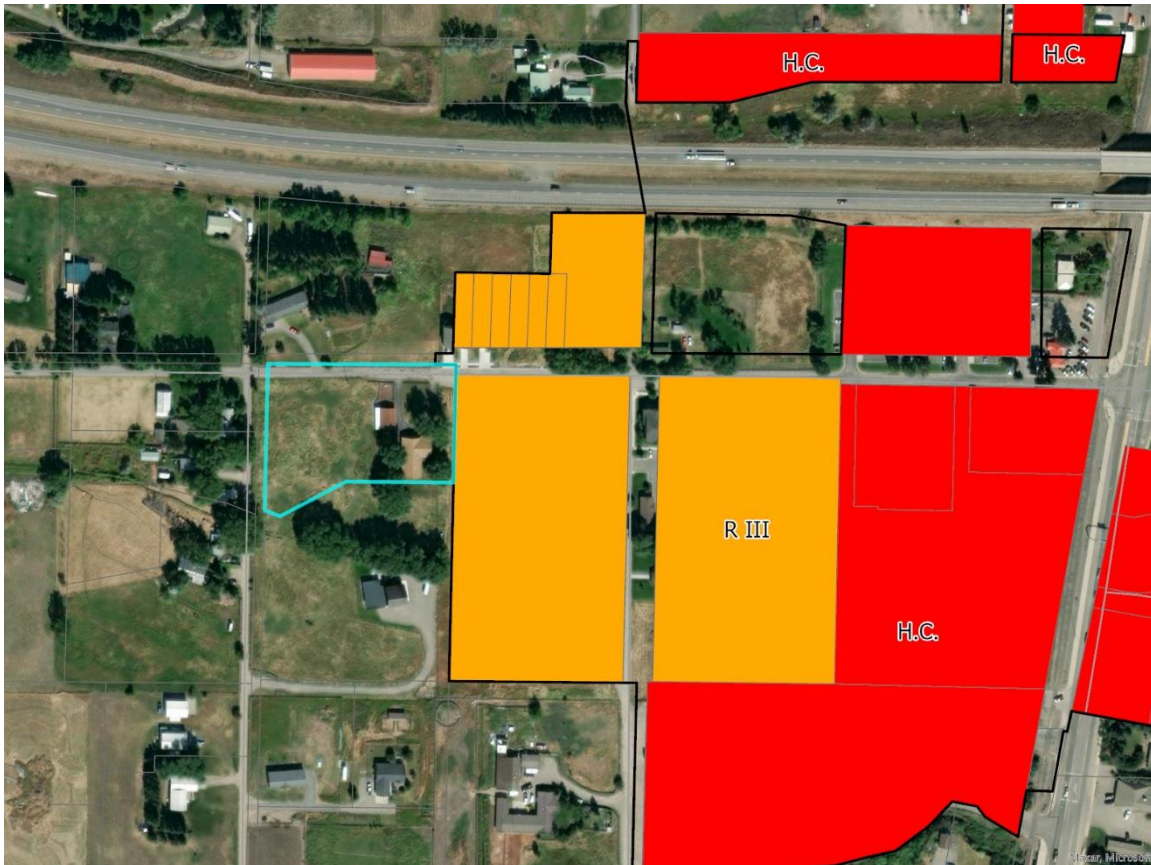
February 11, 2022

**STAFF REPORT**  
**ZONING MAP AMENDMENT – 25 LOVES LANE**

**Background**

On January 18<sup>th</sup>, 2022, the City Commission Adopted a Resolution (No. 5010) approving the second reading of the annexation of the parcel commonly addressed as 25 Loves Lane. The parcel is legally described as Lot 5-A of the Lahren Minor Subdivision in Section 23, Township Two South (T02S), Range Nine East (R09E), as shown outlined in blue on the map below.

As the property was annexed into the City a zoning amendment must be undertaken to update the Official Zoning Map to include the lot. The parcel is currently used for a single-family residence, and the applicant has stated that they would like to place two (2) additional 8-unit buildings on the property and has applied to be zoned R-III (Application included as attachment II). The intent of the R-III Zoning District is “[a] residential classification intended to provide adequate sites for multifamily developments, including condominiums and rowhouses.”



Currently, the adjoining properties in the City are used residentially and are zoned R-III, with the properties directly adjacent to the east utilized for 3-story condominium

development. The properties within the County are within the Park County US Highway 89 South-East River Road-Old Yellowstone Trail Zoning District, which generally regulates signage. Adjacent properties in the County are generally used for single-family residences, though the property directly to the west is utilized for a marijuana business.

**Proposed Findings of Fact**

*Criteria and Guidelines for Zoning Regulations (MCA 76-2-304): (1) Zoning regulations must be:*

*(a) made in accordance with a growth policy:*

**Staff Comments:**

- The parcel is shown in the Extra-territorial Jurisdiction (ETJ) as it has recently been annexed into the City. The ETJ Future Land Use Map shows the area as “Medium Density Residential” described as a “designation [that] provides for single-family detached and attached dwellings. The density range is 10 to 19 dwelling units per acre.” The designation of R-III would be higher than the density described by the Growth Policy, though the proposed development would meet the density stated. If they parcel were to be zoned R-III a maximum of approximately 75 units would be allowed on the property. It should be noted that while there is a proposed development stated in the application, there is no requirement for the applicant to construct the development or retain the property, anything allowed by zoning could be built on the property once the zoning is approved by the City Commission.
- *Strategy 3.1.1.2: Evaluate and amend the zoning ordinance to allow for higher densities and wider land uses in areas that can support such development.*
  - The application proposes amending the zoning to allow for higher density adjacent to existing (contextually) higher density housing.
  - Adjacent infrastructure is adequate for increased density. Any development on the parcel will require that, at a minimum, Loves Lane and sidewalks are brought to City Standards consistent with the adjacent condominium development and connection to the City’s water and sewer system.
- *Strategy 3.1.1.6: Encourage residential developments to provide neighborhood commercial areas serving residents within walking distance.*
  - Any future development would be within easy walking distance of the Albertsons grocery store.
- *Strategy 3.1.1.8: Reduce urban sprawl through compact development consistent with the Future Land Use Map of this Growth Policy.*

- The proposed zoning allows for a higher density than what is shown on the ETJ FLUM for the parcel.
- Zoning for higher densities in already developed areas of the City/County interface and adjacent to existing higher density residential and commercial services has the potential to reduce urban sprawl by concentrating housing on a much smaller footprint than possible without connection to the City’s water and sewer infrastructure and facilitates a more walkable and bikeable City.
- *Strategy 3.4.3.2: Encourage development near transit routes and active transportation infrastructure to promote development that produces minimal strain on the environment and existing transportation infrastructure.*
  - The parcel is within walking distance of an existing Windrider Transit line (Attachment III) and the 89S multi-use path.
- *Strategy 4.1.3.3: Reduce climate disruption through compact growth and increased transportation choices that reduce the need for driving.*
  - The parcel is in an existing developed area and the R-III designation would allow for a significant amount of dwelling units within walking distance of a Windrider bus stop, the 89S multi-use path, and Albertsons, promoting transportation choices and minimizing the need to drive.
- *Objective 5.1.4: Promote a mix of housing within neighborhoods that supports a variety of household income levels, household age groups, and housing types.*
  - The proposed R-III designation allows for anything from a single-family home to multi-unit buildings. The potential for denser, multi-unit buildings should promote affordability serving a currently underserved group in the City. Condos and apartment buildings can also support a variety of age groups as maintenance requirements are lowered compared to traditional single-family homes.

(b) designed to:

(i) secure safety from fire and other dangers;

Staff Comments:

- Any future development on the lot will be required to meet all adopted fire and building codes, no increase in fire or other danger is anticipated.

(ii) promote public health, public safety, and the general welfare; and

Staff Comments:

- The lot has recently been annexed, as the City’s Zoning Ordinance is designed to protect the health, safety, and welfare of the community the zoning should have a positive impact on all three.

*(iii) facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.*

Staff Comments:

- The lot is accessed by an existing public road (Loves Lane). Zoning the parcel allows the City to ensure transportation is adequate prior to development of the parcel. Additional development on the parcel will require that Loves Lane is brought to city standards.
- Increasing the density allowed on the parcel could add additional students to the school system and users to the parks system. The schools and parks should have capacity to maintain service with any future development.
- The lot is required to connect to City water and sewer. Analysis of the water and sewer capacity will need occur with any development proposal.

*(2) In the adoption of zoning regulations, the municipal governing body shall consider:*

*(a) reasonable provision of adequate light and air;*

Staff Comments:

- The intent of the zoning amendment is to zone the newly annexed land, there should be no impact to the provision of light and air.
- By zoning the lot any new structures will be required to meet the setbacks as listed in the City’s Zoning Ordinance which do not currently apply to the lot, ensuring separation between structures for light and air.

*(b) the effect on motorized and nonmotorized transportation systems;*

Staff Comments:

- Zoning the parcel R-III could increase the traffic on Loves Lane, and increase usage of the Windrider bus and sidewalk. All three systems should be able to accommodate future growth and impacts will be evaluated at time of development.

*(c) promotion of compatible urban growth;*

Staff Comments:

- Adjacent lots in the City are zoned R-III and the proposal would be a continuation of adjacent urban growth.



*(d) the character of the district and its peculiar suitability for particular uses;*

Staff Comments:

- The lot sits within an existing residential neighborhood, and is currently used residentially. The proposed zoning on the parcel is consistent with the adjacent parcels within the City.
- As noted above the location of the parcel is in the vicinity of Albertsons and multiple transportation systems and is appropriate for higher density development.

*(e) conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area.*

Staff Comments:

- The proposed map amendment should have no effect on property values.

***Spot zoning Criteria:***

*(1) the proposed use is significantly different from the prevailing use in the area.*

Staff Comments:

- The proposed zoning is identical to adjacent lots within the City.

*(2) the area in which the requested use is to apply is rather small from the perspective of concern with the number of separate landowners benefited from the proposed change.*

Staff Comments:

- The proposed zoning is for a single lot with a single owner that has been annexed into the City. No impact to adjacent landowners is expected.

*(3) the change is special legislation designed to benefit only one or a few landowners at the expense of the surrounding landowners or the general public.*

Staff Comments:

- The proposed zoning is for a single lot with a single owner that has been annexed into the City. No negative impact to adjacent landowners is expected.

**Public Hearing**

The Zoning Commission heard this item at their February 8, 2022 meeting and unanimously (4:0) recommended approval of the proposed R-III zoning. Concerns were raised at the meeting about traffic and parking.

**Staff Recommendation**

The Zoning Coordinator believes that the proposed zoning designation listed above meets both the requirements of the City of Livingston, State Statute, and the spot zoning criteria. Staff recommends that the Commission adopt the proposed zone map amendment.

**Attachments**

- Attachment I.....Application Materials
- Attachment II.....Windrider Route Map
- Attachment III.....Draft Ordinance

Kristopher Lahren  
414 N 16<sup>th</sup> Ave  
Bozeman, MT 59715  
Phone: (425) 442-4594  
Email: [krislahren@gmail.com](mailto:krislahren@gmail.com)

City of Livingston Planning Dept  
330 Bennett St  
Livingston, MT 59047  
(406) 222-4903

Zoning Map Amendment Application – 25 Loves LN Cover Letter

To whom it may concern:

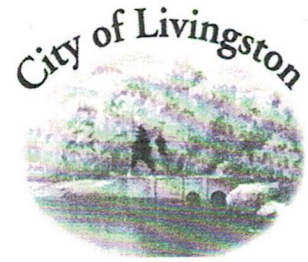
I am writing this letter to be included in my Zoning Map Amendment Application for City of Livingston, MT for the property located at 25 Loves Ln Livingston, MT. The property was recently approved for annexation into the City of Livingston.

I am seeking approval for zoning of R-III for this property to construct two 8-unit multi-family buildings and connect to the city’s water and sewer infrastructure. The property currently consists of an existing single-family residence which will be connected to the city water and sewer and 2 acres of land. The multi-family buildings will be built in two phases. The first phase will be to develop the necessary infrastructure (sewer, water, and power) to support the two buildings and construct the first building. The second phase will be to construct the second building. The property at 25 Loves Ln is adjacent to the Flats at Yellowstone Bend development which is zoned R-III.

Sincerely,



Kristopher Lahren



City of Livingston  
Department of Planning  
220 E. Park St.  
Livingston, MT 59047  
(406)222-4903  
[planning@livingstonmontana.org](mailto:planning@livingstonmontana.org)

### City of Livingston Zoning Map Amendment Application Instructions

A Zoning Map Amendment (ZMA) is required to change the zoning designation on any parcel or parcels within the City of Livingston.

Zoning Map Amendments require a public hearing before the Zoning Commission for a recommendation to the City Commission, and are approved or denied by the City Commission. All ZMAs are evaluated by the Zoning Commission and City Commission based upon the following criteria:

1. What reasons prevent the property from being used for any of the uses allowed under the existing Zoning?
2. Why is there a need for the intended use of the property at this location?
3. How will the public interest be served if this application is granted?
4. Compliance with 76-2-304 MCA:
  - In accordance with the adopted Growth Policy.
  - Designed to secure safety from fire and other dangers.
  - Promote public health, public safety, and general welfare.
  - Facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.
  - Consider the adequate provision of light and air.
  - Consider the effect on motorized and non-motorized transportation systems.
  - Consider the promotion of compatible urban growth.
  - Consider the character of the district and its peculiar suitability for particular uses.
  - Consider conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area.
5. The spot zoning criteria:
  - The proposed use is significantly different from the prevailing use in the area.
  - The area in which the requested use is to apply is rather small from the perspective of concern with the number of separate landowners benefited from the proposed change.
  - The change is special legislation designed to benefit only one or a few landowners at the expense of the surrounding landowners or the general public.

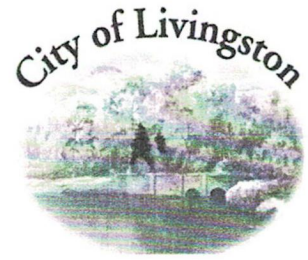
**It is highly recommended that you meet with planning staff prior to applying for a ZMA.**

**Submittal Requirements:**

- Completed Application Form.

- Cover letter with a description of the project and how the project meets the criteria included in these instructions.
- A map showing the dimensions, acreage and location of the tract(s) and adjacent land uses.
- The ZMA review fee.

All documents shall be submitted on either 8 1/2" x 11" or 11" x 17" paper. Additionally, digital copies of the submittal in PDF file format are required.



City of Livingston  
Department of Planning  
220 E. Park St.  
Livingston, MT 59047  
(406)222-4903  
[planning@livingstonmontana.org](mailto:planning@livingstonmontana.org)

---

### City of Livingston Zoning Map Amendment Application

1. **Property Owner Name:** Kristopher Lahren

2. **Location of Property**

General Location: Located on cross streets Loves Ln and Miller Drive

Address: 25 Loves LN Livingston, MT 59047

Subdivision: LAHREN MINOR SUBIVISION Lot: 5-A Block: \_\_\_\_\_

Zoning District: \_\_\_\_\_

3. **Contact Information**

*Property Owner*

Home Address: 414 N16th Ave Bozeman, MT 59715

Phone Number: (425) 442-4594

Email Address: krislahren@gmail.com

*Primary Contact/ Applicant*

Name: Kris Lahren

Address: 414 N16th Ave Bozeman, MT 59715

Phone Number: (425) 442-4594

Email Address: krislahren@gmail.com

*Secondary Contact*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**4. Property Information**

Existing Structures on Property: 1 single family home w/detached garage

\_\_\_\_\_

Proposed Zoning Designation: R-III

I hereby certify that the information included in this application is true and accurate.

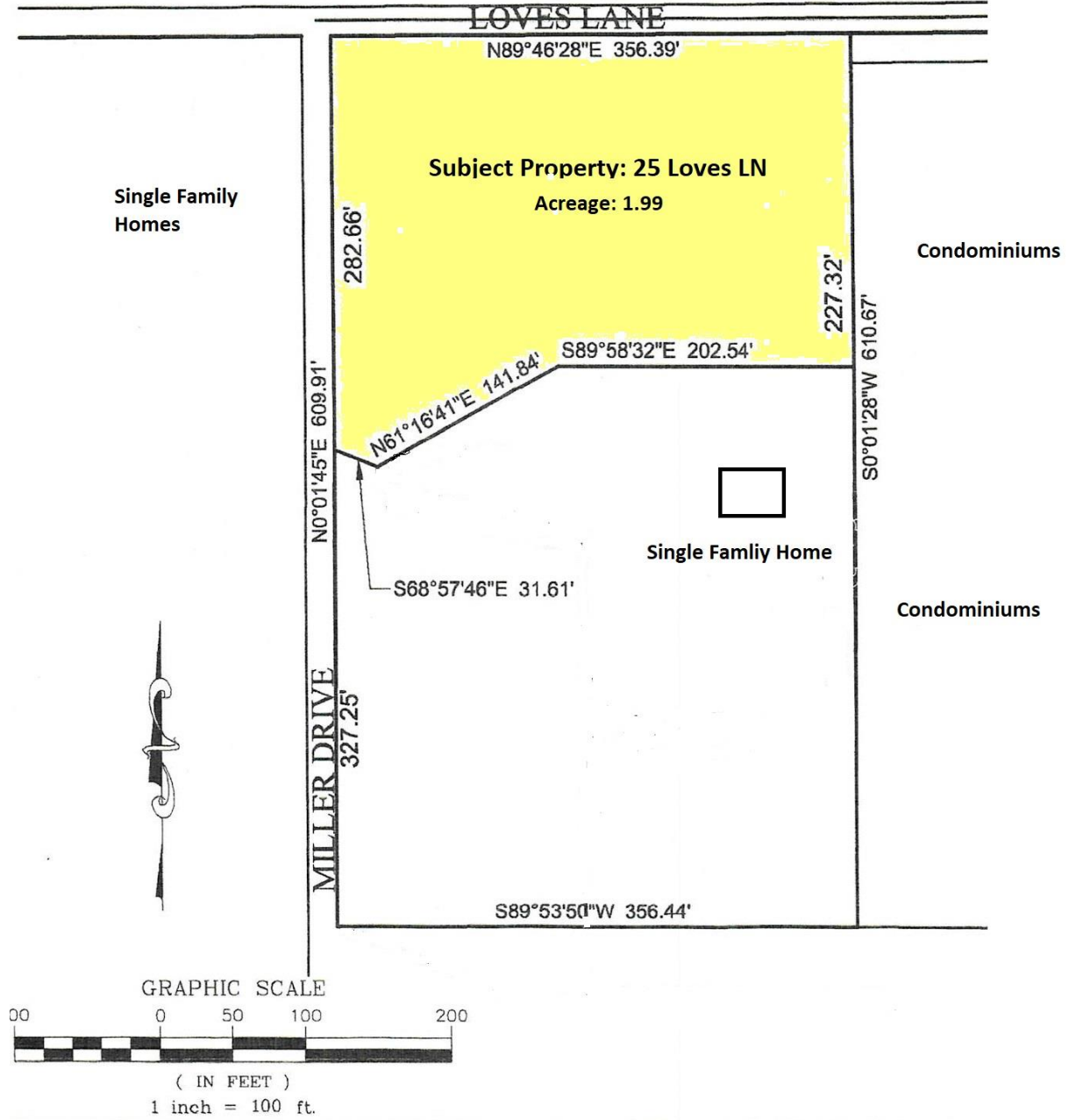


Applicant's Signature

01/19/2022

Date

Zoning Map Amendent Site MAP – 25 Loves LN Livingston, MT 59047







# Windrider

Ride Free!

## Comments, Questions or Concerns

We would love to hear from you.  
Please contact us:


**406.922.5683** (Phone)

**TTY: DIAL 711**

414 East Callender Street  
Livingston, MT 59047

transit@parkcounty.org

www.parkcounty.org/Government-  
Departments/Transit

 Windrider Transit

### Title VI:

In accordance with state and federal law, Windrider Transit does not discriminate on the basis of race, color, national origin, sex, age, disability or other protected class.

The Park County Windrider Transit Board meets on the third Thursday of each month at 1:00 p.m. in the City-County Complex. The meetings are typically held in the Community Room. Please contact [transit@parkcounty.org](mailto:transit@parkcounty.org) to be placed on the agenda or to verify meeting dates and times.



## PLEASE KEEP IN MIND...

Schedule fluctuations may occur due to unforeseen breakdowns, weather, traffic, trains, etc.

If the designated stop area is blocked or seen as dangerous at the time drivers make a stop, they will find the safest spot to stop to pick up passengers, in the very near vicinity.

Please be at designated stops at least five minutes **before** the scheduled departure time.

Once permanent stops are determined, bus shelters will be incorporated based on future funding.

Drivers will pick up/drop off passengers at certain corners along routes IF it is safe AND IF they have time, based on departure times at other stops on the fixed route schedule.

The most recent version of the fixed route schedule is always posted on the Park County website—under the Transit Department page. Please refer to the schedule on that page, as it is the most accurate schedule.

We **ARE NOT** an ambulance service and **DO NOT** transport passengers in need of immediate medical attention. We do transport passengers to Livingston HealthCare for appointments.

Service animals or animals in small crates are allowed; emotional support and comfort animals are not allowed.

Like us on Facebook, where you will get the most up-to-date information regarding upcoming events, schedule fluctuations, out-of-service days, etc.

Please periodically check our website for bus news and updates, new services, maps and schedules!

We thank our many local community partners for providing additional cash and in-kind contributions to help make this program viable and successful.



**Livingston HealthCare**

Billings Clinic Affiliate



Community Closet

Community Health Partners

Livingston Business Improvement Dist.

Park County Community Foundation

Town & Country Foods

### Friends of Windrider

American Bank

Coffee Crossing

Fairfield Inn by Marriott

Give a Hoot Campaign Donors

Huppert, Swindlehurst & Woodruff

NorthTown Livingston

Printing for Less

Rx Coffee



Montana Department of Transportation (MDT) administers federal and state capital and operating grants to help qualified organizations provide transportation to the rural general public, including the elderly and disabled. Eligible recipients of this funding are local public bodies; private nonprofit organizations; tribal governments and agencies; and, operators of transportation services.

## Schedules & Routes



### A Free Public Transportation Service in Park County, Montana

Fixed route services are available between 6:15 a.m. and 6:15 p.m., Monday through Friday. The bus does not run on weekends or holidays.

As required by the Americans with Disabilities Act, we also provide Paratransit Dial-A-Ride (DAR) service, which is an appointment-based, shared-ride specialized public transit service for people who have disabilities or other conditions that might make it difficult for them to utilize our fixed-route service. DAR operates up to 3/4 of a mile from our fixed bus route.

Prearranged para-transit services (an application process is required) are available Monday through Friday.

Morning Routes					Afternoon Routes				
Fixed Stop	Depart	Depart	Depart	Depart	Fixed Stop	Depart	Depart	Depart	Depart
Shane Lalani Center	6:15 AM	--	--	--	Shane Lalani Center	12:45 PM	--	--	--
Lewis St. (between Main/2nd)	6:19 AM	--	--	--	Lewis St. (between Main/2nd)	12:49 PM	--	--	--
Public Library	6:22 AM	7:35 AM	--	10:37 AM	Public Library	12:51 PM	2:13 PM	DRIVER BREAK	--
Ace Hardware	6:31 AM	7:39 AM	--	10:41 AM	Ace Hardware	12:55 PM	2:17 PM	DRIVER BREAK	--
Town & Country	--	7:43 AM	DRIVER BREAK	10:45 AM	Town & Country	12:58 PM	2:20 PM	DRIVER BREAK	--
Chinook / Main (324 N. Main)	6:35 AM	--	--	--	Sacajawea Park (near Bandshell)	--	2:25 PM	--	--
Scenic Trl & Prairie Dr (NorthTown)	6:40 AM	--	--	--	Park High School	--	2:29 PM	3:48 PM	--
Sacajawea Park (near Bandshell)	--	7:48 AM	--	10:50 AM	Sherwood Apartments (by Loaves & Fishes)	--	2:31 PM	3:50 PM	--
Park High School	--	7:51 AM	--	10:52 AM	Public Library	--	2:34 PM	3:53 PM	--
Sherwood Apartments (by Loaves & Fishes)	--	7:53 AM	9:42 AM	10:55 AM	Chinook / Main (324 N. Main)	1:03 PM	--	3:56 PM	5:11 PM
Public Library	--	7:56 AM	9:45 AM	--	Scenic Trl & Prairie Dr (NorthTown)	1:08 PM	--	--	5:16 PM
Chinook / Main (324 N. Main)	--	8:00 AM	--	10:59 AM	Summit Apartments	1:14 PM	--	4:00 PM	--
Scenic Trl & Prairie Dr (NorthTown)	--	--	--	11:05 AM	Northside Park/Soccer Fields	--	--	4:04 PM	--
Summit Apartments	--	8:05 AM	--	11:13 AM	Katie Bonnell Park	--	--	4:13 PM	5:26 PM
Northside Park	--	8:08 AM	--	11:16 AM	Lewis St. (between Main/2nd)	1:23 PM	2:37 PM	4:21 PM	5:33 PM
Katie Bonnell Park	--	8:16 AM	--	11:24 AM	Lewis Street/H Street	1:26 PM	2:40 PM	4:24 PM	--
Lewis St. (between Main/2nd)	6:49 AM	8:23 AM	9:48 AM	11:32 AM	Rx Coffee	1:28 PM	2:42 PM	4:26 PM	--
Lewis Street/H Street	6:51 AM	8:25 AM	9:50 AM	11:34 AM	Livingston HealthCare	1:37 PM	2:51 PM	4:35 PM	5:44 PM
Rx Coffee	6:53 AM	8:27 AM	9:52 AM	11:36 AM	Public Library	1:45 PM	2:59 PM	4:43 PM	5:51 PM
Livingston HealthCare	7:00 AM	8:36 AM	10:01 AM	11:45 AM	Ace Hardware	1:48 PM	3:02 PM	4:46 PM	5:54 PM
Public Library	7:07 AM	8:43 AM	10:09 AM	11:53 AM	Albertsons	1:55 PM	3:09 PM	4:53 PM	6:01 PM
Ace Hardware	7:11 AM	8:47 AM	10:13 AM	11:57 AM	McDonalds	1:59 PM	3:13 PM	4:57 PM	6:04 PM
Albertsons	7:18 AM	8:54 AM	10:20 AM	12:04 PM	Fairfield Inn	2:02 PM	3:16 PM	5:00 PM	6:07 PM
McDonalds	7:21 AM	8:58 AM	10:23 AM	12:07 PM	Town & Country	2:05 PM	3:19 PM	5:03 PM	6:10 PM
Fairfield Inn	7:24 AM	9:01 AM	10:26 AM	12:10 PM	Ace Hardware	--	--	--	6:14 PM
Town & Country	7:27 AM	9:04 AM	10:29 AM	12:13 PM	Lewis St. (between Main/2nd)	2:10 PM	Drop off only	5:08 PM	Drop off only
Lewis St. (between Main/2nd)	7:32 AM	Drop off only	10:34 AM	Drop off only					

**Monday–Friday**  
\*Except Federal Holidays

**Departure Times by Location**  
Please arrive at your stop at least 5 minutes prior to departure.

<b>Lewis Street (Main &amp; 2nd)</b> 6:19 AM   12:49 PM 6:49 AM   1:23 PM 7:32 AM   2:10 PM 8:23 AM   2:37 PM 9:48 AM   4:21 PM 10:34 AM   5:08 PM 11:32 AM   5:33 PM	<b>Public Library</b> 6:22 AM   12:51 PM 7:07 AM   1:45 PM 7:35 AM   2:13 PM 7:56 AM   2:34 PM 8:43 AM   2:59 PM 9:45 AM   3:53 PM 10:09 AM   4:43 PM 10:37 AM   5:51 PM 11:53 AM
<b>Town &amp; Country</b> 7:27 AM   12:13 PM 7:43 AM   12:58 PM 9:04 AM   2:05 PM 10:29 AM   2:20 PM 10:45 AM   3:19 PM 5:03 PM 6:10 PM	<b>Ace Hardware</b> 6:31 AM   12:55 PM 7:11 AM   1:48 PM 7:39 AM   2:17 PM 8:47 AM   3:02 PM 10:13 AM   4:46 PM 10:41 AM   5:54 PM 11:57 AM   6:14 PM
<b>Sacajawea Park (Bandshell)</b> 7:48 AM   2:25 PM 10:50 AM	<b>Park High School</b> 7:51 AM   2:29 PM 10:52 AM   3:48 PM
<b>Lewis &amp; H Street</b> 6:51 AM   1:26 PM 8:25 AM   2:40 PM 9:50 AM   4:24 PM 11:34 AM	<b>Livingston HealthCare</b> 7:00 AM   1:37 PM 8:36 AM   2:51 PM 10:01 AM   4:35 PM 11:45 AM   5:44 PM
<b>Summit Apartments</b> 8:05 AM   1:14 PM 11:13 AM   4:00 PM	<b>McDonalds</b> 7:21 AM   12:07 PM 8:58 AM   1:59 PM 10:23 AM   3:13 PM 4:57 PM 6:04 PM
<b>Northside Park</b> 8:08 AM   4:04 PM 11:16 AM	<b>Chinook &amp; Main Street</b> 6:35 AM   1:03 PM 8:00 AM   3:56 PM 10:59 AM   5:11 PM
<b>Rx Coffee</b> 6:53 AM   1:28 PM 8:27 AM   2:42 PM 9:52 AM   4:26 PM 11:36 AM	<b>Katie Bonnell Park</b> 8:16 AM   4:13 PM 11:24 AM   5:26 PM
<b>Albertsons</b> 7:18 AM   12:04 PM 8:54 AM   1:55 PM 10:20 AM   3:09 PM 4:53 PM 6:01 PM	<b>Fairfield Inn</b> 7:24 AM   12:10 PM 9:01 AM   2:02 PM 10:26 AM   3:16 PM 5:00 PM 6:07 PM
<b>NorthTown Development</b> 6:40 AM   1:08 PM 11:05 AM   5:16 PM	<b>Sherwood Apartments</b> 7:53 AM   2:31 PM 9:42 AM   3:50 PM 10:55 AM
<b>Shane Lalani Center for the Arts</b> 6:15 AM   12:45 PM	

Print Edition Date:  
09/01/2021

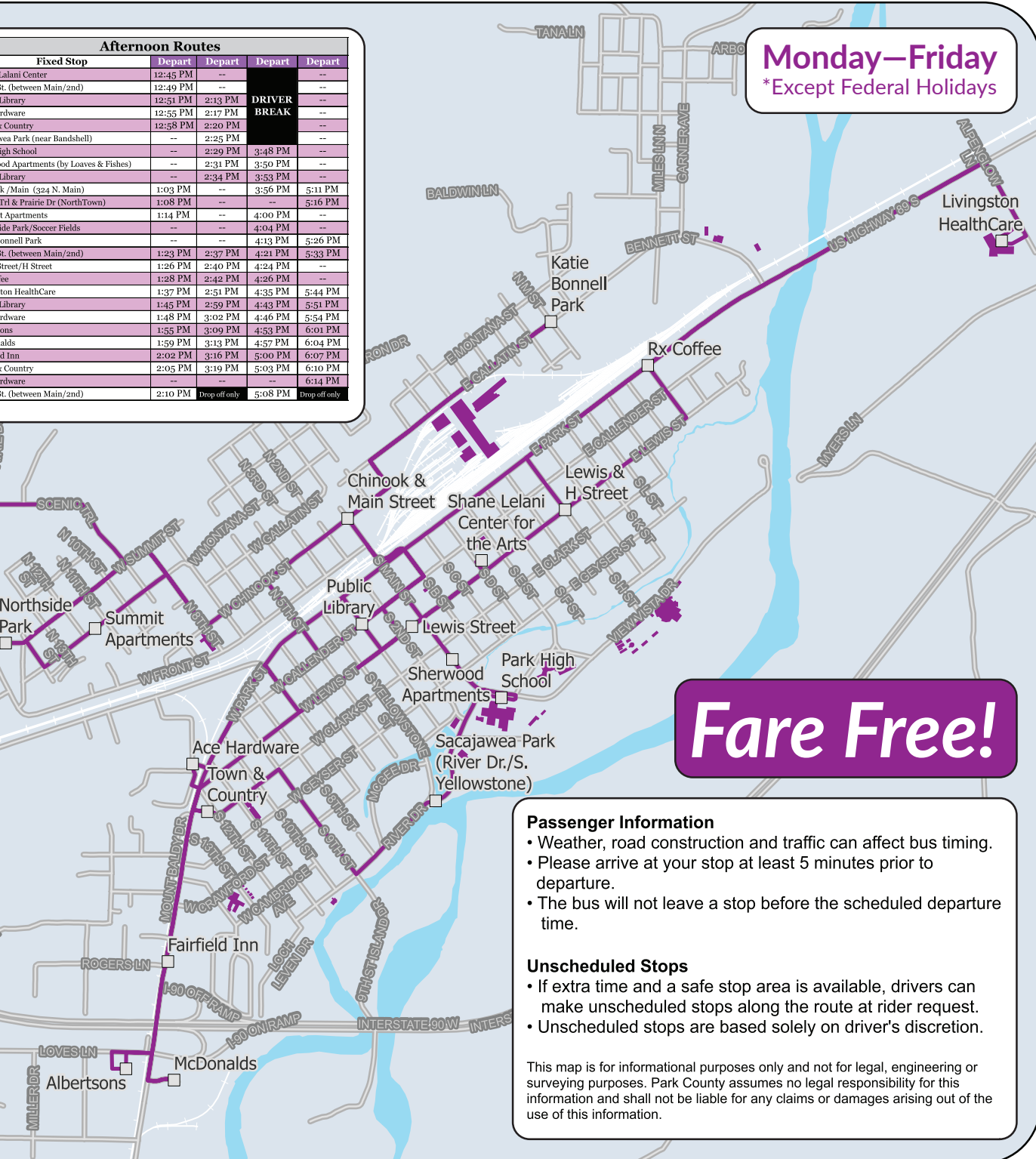
Ride Free!

**Fixed Routes**

**Legend**

- Fixed Stop
- Windrider Route

\*Check schedule for times and frequency



**Fare Free!**

**Passenger Information**

- Weather, road construction and traffic can affect bus timing.
- Please arrive at your stop at least 5 minutes prior to departure.
- The bus will not leave a stop before the scheduled departure time.

**Unscheduled Stops**

- If extra time and a safe stop area is available, drivers can make unscheduled stops along the route at rider request.
- Unscheduled stops are based solely on driver's discretion.

This map is for informational purposes only and not for legal, engineering or surveying purposes. Park County assumes no legal responsibility for this information and shall not be liable for any claims or damages arising out of the use of this information.

**ORDINANCE NO. 3028**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ZONING PARCELS GENERALLY KNOWN AS 25 LOVES LANE AND LEGALLY DESCRIBED AS Lot 5-A OF THE LAHREN MINOR SUBDIVISION IN SECTION 23, TOWNSHIP TWO SOUTH (T02S), RANGE NINE EAST (R09E), AS HIGH DENSITY RESIDENTIAL (R-III).**

\* \* \* \* \*

**Preamble.**

The purpose of this Ordinance is to promote public health, safety and general welfare of the City by regulating the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population, and the location and use of buildings, structures, and land for trade, industry, residence or other purposes.

\*\*\*\*\*

**WHEREAS**, Section 30.71 of the City of Livingston Code of Ordinances authorizes the City Commission to amend the officially adopted Zoning Map;

**WHEREAS**, the amendments meet the criteria and guidelines for zoning regulations as required by Section 76-2-304 of Montana Code Annotated;

**WHEREAS**, the City Commission of the City of Livingston, Montana annexed the Subject Parcel by passing Resolution 5010 on January 18, 2022;

**WHEREAS**, being within the jurisdiction of the City, the parcel is required by the City's Zoning Ordinance to be given a zoning designation;

**WHEREAS**, the amendment meets the Lowe Test for rezoning property; and

**WHEREAS**, the City of Livingston Zoning Commission, after a public hearing, voted unanimously (4:0) to recommend approval of the zoning of the parcel to High Density Residential (R-III) on the Zoning Map to the City Commission;

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission that Sec. 30.13 of the Livingston Municipal Code entitled Official Zoning Map, be and the same is hereby amended as follows:

**SECTION 1**

**Zoning of a parcel addressed as 25 Loves Lane and legally described as Lot 5-A of the Lahren Minor Subdivision in Section 23, Township Two South (T02S), Range Nine East (R09E) as shown in Exhibit A as High Density Residential (R-III)**

**SECTION 2**

**Statutory Interpretation and Repealer:**

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

**SECTION 3**

**Severability:**

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

**SECTION 4**

**Savings provision:**

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

**SECTION 6**

**Effective date:**

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

**PASSED** by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the \_\_\_\_\_ day of March, 2022.

\_\_\_\_\_

**MELISSA NOOTZ – Chair**

**ATTEST:**

\_\_\_\_\_

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

\*\*\*\*\*

**PASSED ADOPTED, AND APPROVED** by the City Commission of the City of Livingston, Montana, on second reading at a regular session thereof held on the \_\_\_\_\_ day of April, 2022.

---

**MELISSA NOOTZ – Chair**

**ATTEST:**

**APPROVED AS TO FORM:**

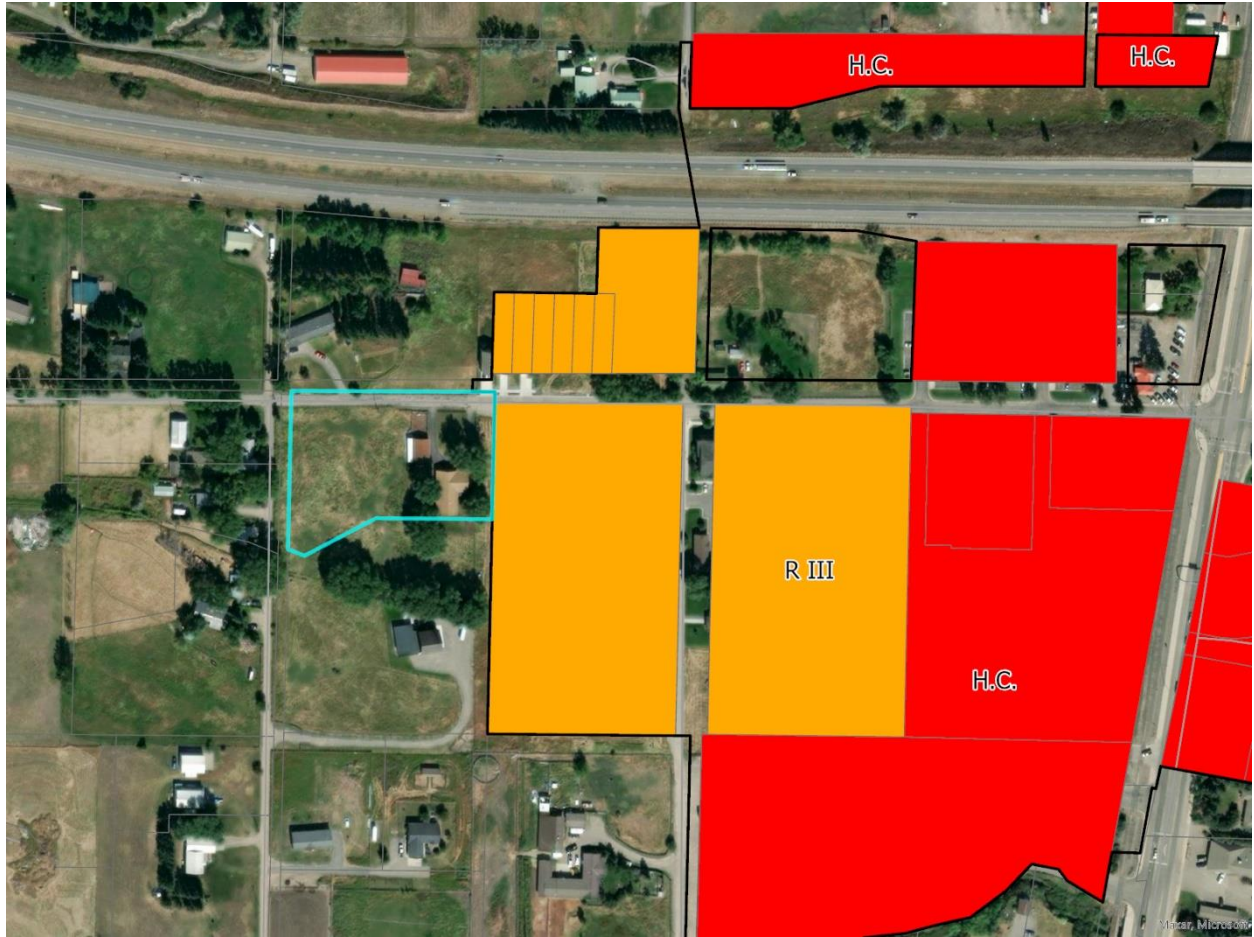
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**FAITH KINNICK**  
Recording Secretary

---

**COURTNEY LAWELLIN**  
City Attorney

EXHIBIT A



**File Attachments for Item:**

**C. ORDINANCE NO. 3029: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ZONING PARCELS WITHIN THE MONTAGUE SUBDIVISION NORTH OF BENNETT STREET EXCLUDING BLOCK 3, LOT 5-14 AND BLOCK 3 AND A PORTION OF LOTS 22-26, AND INCLUDING THE ADJACENT ISLAND IN THE YELLOWSTONE RIVER LOCATED IN THE NE1/4 OF SECTION 7 (S07), TOWNSHIP TWO SOUTH (T02S), RANGE TEN EAST (R10E) AS MIXED-USE (MU), MEDIUM DENSITY RESIDENTIAL (R-III), AND PUBLIC (P) AS SHOWN IN EXHIBIT A.**



February 11, 2022

**STAFF REPORT**  
**ZONING MAP AMENDMENT – MONTAGUE SUBDIVISION NORTH OF  
BENNETT STREET**

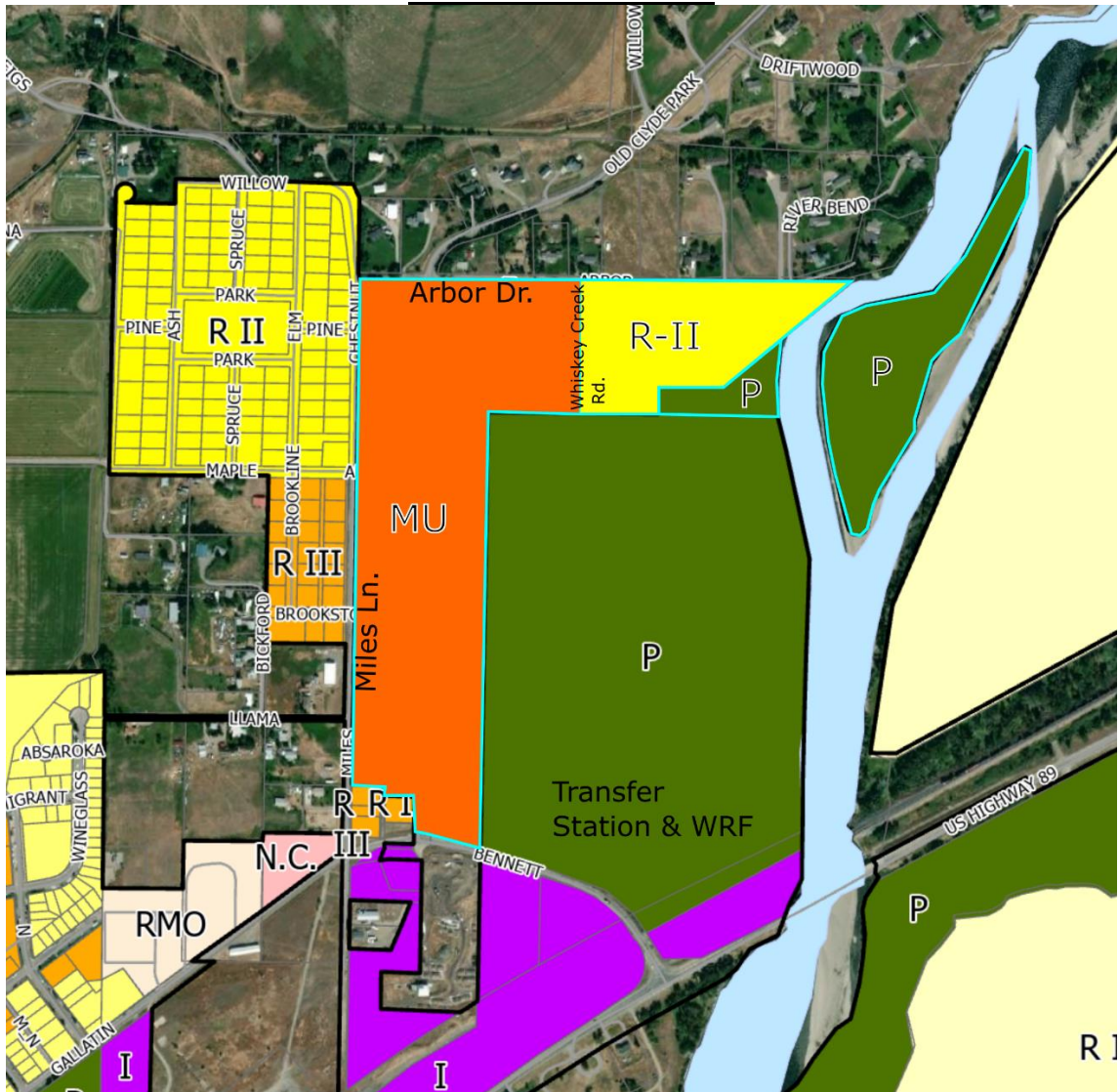
**Background**

On September 7<sup>th</sup>, 2021, the City Commission Adopted a Resolution (No. 4983) (Attachment I) approving the second reading of the annexation of the unannexed portions of the Montague Subdivision north of Bennett Street and a Resolution (No. 4960) (Attachment II) approving the second reading of the annexation of the island in the Yellowstone River on June 1, 2021.

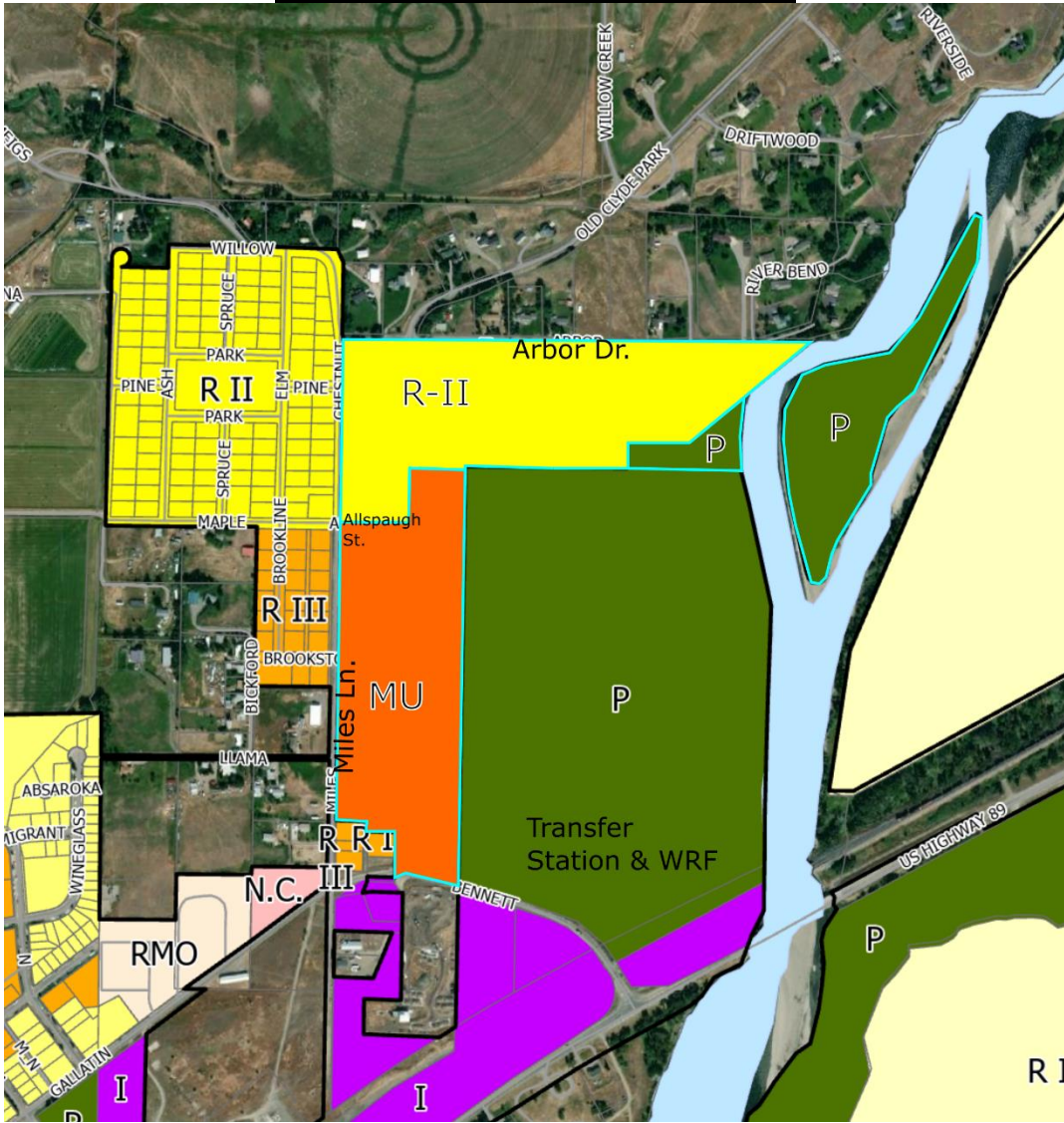
As the property was annexed into the City a zoning amendment must be undertaken to update the Official Zoning Map to include the parcels. Staff has proposed zoning generally consistent with the Extra-territorial Jurisdiction (ETJ) Future Land Use Map (FLUM), with the areas between Bennett Street and Arbor Drive along Miles Lane and Garnier Avenue and to Whiskey Creek Road at the north east corner proposed to be Mixed Use (MU), the area between Whiskey Creek Road and the Yellowstone River proposed to be Medium Density Residential (R-II), the parcel owned by the City north of the transfer station at the east end of Grandview Boulevard and the island in the Yellowstone (also owned by the City) proposed to be Public (P). As outlined in blue on the map on the next page. The Zoning Commission felt that zoning the existing residential neighborhood at the north end of the proposed MU area was inappropriate and recommended that the area be zoned R-II, with the boundary between R-II and MU in line with the boundary of R-II and R-III to the west following Allspaugh Street from Chestnut Lane to Garnier Ave and north along Garnier and then following the southern property lines of 206 and 212 Grandview Boulevard until it intersects with the City’s property to the east. A map of Zoning Commission recommendation is provided below.

Currently, the adjoining residential properties in the City are used residentially and are zoned High Density Residential (R-III) (Brookstone Subdivision) and R-II (Green Acres Subdivision) and many of the properties border the City’s Transfer Station and Water Reclamation Facility (WRF), zoned P.

### Staff Recommendation



**Zoning Commission Recommendation**



**Proposed Findings of Fact**

*Criteria and Guidelines for Zoning Regulations (MCA 76-2-304): (1) Zoning regulations must be:*

*(a) made in accordance with a growth policy:*

**Staff Comments:**

- The area is shown on the ETJ FLUM. The ETJ FLUM shows the area proposed as MU as “Mixed Use” described as “[t]he Mixed-Use land use designation accommodates mixture of retail, office, restaurant, entertainment, cultural and residential uses.” The designation of MU is consistent with the Growth Policy. The area shown as R-II and P east of

Whiskey Creek Road is shown as “Pastoral/Open Space” described as “Pastoral/Open Space land use designation includes generally undeveloped agricultural lands used primarily for grazing, crop production, and the production of agricultural products. Land designated as Pastoral/Open Space is intended to remain agricultural in nature in the future.” While the designation of the City land north of the transfer station as P is consistent with this designation, the proposed R-II is not. Currently, the land is not utilized for agricultural production, and is generally not viable for this use. Additionally, the privately-owned area surrounding the proposed R-II, both in the City and County, is utilized residentially. The island is not addressed in either FLUM. The recommendation by the Zoning Commission is less consistent with the ETJ FLUM as a portion of the MU area shown on the ETJ FLUM is recommended to be R-II. The Zoning Commission did not believe it was appropriate to zone the primarily single-family residential area as MU. The MU area could be expanded in the future if the area proposed to be zoned MU at this time is built out to higher densities, or if the Commission believe that more MU is required at some point in the future.

- *Strategy 3.1.1.2: Evaluate and amend the zoning ordinance to allow for higher densities and wider land uses in areas that can support such development.*
  - The intent of the Mixed Use zone is to allow a wider mix of land uses and higher densities to promote compact, walkable development. Neighborhood oriented commercial services are a noted need on the north-side of the City, especially the north-eastern portion of the City most distant from downtown and grocery stores.
  - The ETJ FLUM shows this area as designated for higher densities and mixed uses, showing its appropriateness for the use. The area adjacent to the Yellowstone River has not been shown for higher densities as it was determined that lower densities were appropriate to protect the river and associated riparian areas. The proposed R-II designation is generally the lowest density that staff feels is appropriate for City development at this time.
  - As development occurs the City will need to upgrade the infrastructure in the area as much of the area does not contain sidewalks, curb, or gutter.
- *Strategy 3.1.1.6: Encourage residential developments to provide neighborhood commercial areas serving residents within walking distance.*
  - Zoning the area for mixed use would allow for commercial areas within close proximity to existing residential neighborhoods and would potentially allow north-side residents to access commercial services without crossing the rail-road tracks.

- *Strategy 3.1.1.8: Reduce urban sprawl through compact development consistent with the Future Land Use Map of this Growth Policy.*
  - The intent of the Mixed Use zone is to allow a wider mix of land uses and higher densities to promote compact, walkable development to minimize sprawl.
  - Zoning for higher densities in already developed areas of the City/County interface and adjacent to existing residential neighborhoods has the potential to reduce urban sprawl by concentrating housing on a much smaller footprint than possible without connection to the City’s water and sewer infrastructure and facilitates a more walkable and bikeable City.
- *Strategy 3.4.3.2: Encourage development near transit routes and active transportation infrastructure to promote development that produces minimal strain on the environment and existing transportation infrastructure.*
  - Active transportation is a noted need in the area as many of the streets do not have sidewalks or bicycle infrastructure. Improvements will need to be made as the area develops or as desired by the residents.
- *Strategy 4.1.3.3: Reduce climate disruption through compact growth and increased transportation choices that reduce the need for driving.*
  - The intent of the Mixed Use zone is to allow a wider mix of land uses and higher densities to promote compact, walkable development.
  - Commercial in this area has the potential to serve a significant area of the north-side of the City increasing walking and biking as trips across the tracks could be minimized.
- *Objective 4.2.1: Identify, conserve, and protect the quality and health of water resources and ecosystems to meet local standards for public use and recreation.*
- *Objective 4.3.2: Protect the riparian corridors to preserve unique wildlife, promote water quality, and provide for public trails and open space.*
  - The Yellowstone River is a significant environmental feature throughout the community. The proposed R-II zoning is intended to minimize impact on the river by development. It should be noted that currently the City has no watercourse or riparian setbacks or protections. While portions of the riparian area are within the floodway and floodplain, the regulatory floodplain is extremely tight to the river in this location.
- *Strategy 5.1.1.3: Evaluate manufactured or similar type structures to create affordable housing inventory.*
- *Strategy 5.1.5.3: Consider protecting mobile home parks with a codified ordinance.*
  - There are a significant number of manufactured homes in the area, specifically in the area proposed to be zoned MU.

Currently, the City has no ordinances preventing manufactured homes or manufactured home parks from being redeveloped. Zoning the area for MU may encourage the redevelopment of the properties as property values increase, potentially reducing affordable housing stock within the City.

- *Objective 5.1.4: Promote a mix of housing within neighborhoods that supports a variety of household income levels, household age groups, and housing types.*
  - The proposed MU designation allows for anything from a single-family home to multi-unit buildings. The potential for denser, multi-unit buildings should promote affordability serving a currently underserved group in the City. Condos and apartment buildings can also support a variety of age groups as maintenance requirements are lowered compared to traditional single-family homes. The MU designation would also allow for alternative housing arrangements such as live-work units, potentially increasing affordability for craftspeople and artists.

*(b) designed to:*

*(i) secure safety from fire and other dangers;*

Staff Comments:

- Any future development on the lot will be required to meet all adopted fire and building codes, no increase in fire or other danger is anticipated.

*(ii) promote public health, public safety, and the general welfare; and*

Staff Comments:

- The parcels have recently been annexed, as the City’s Zoning Ordinance is designed to protect the health, safety, and welfare of the community the zoning should have a positive impact on all three.

*(iii) facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.*

Staff Comments:

- Additional development on the parcels will require that several of the roads are brought to City standards. Transportation will need to be considered in any future development proposal
- Currently, the parcels are unzoned and therefore uncontrolled, allowing unlimited density. Zoning will set the density to specific limits, the connection of the parcels to the City’s water and sewer system will have the greatest impact on density and therefore effects on transportation, water, sewer, schools, parks, and other infrastructure.

- Zoning the parcels sets a maximum density for the parcels allowing the City to anticipate future infrastructure demands.

*(2) In the adoption of zoning regulations, the municipal governing body shall consider:*

*(a) reasonable provision of adequate light and air;*

Staff Comments:

- The intent of the zoning amendment is to zone the newly annexed land, there should be no impact to the provision of light and air.
- The proposed MU areas are separated from other zoning designations by roadways, creating a buffer between the taller buildings allowed in MU and neighboring areas. The Zoning Commission recommendation did place a direct boundary between the MU and R-II districts, with two (2) R-II parcels directly abutting one (1) MU parcel.
- The required setbacks in the area zoned R-II ensure separation between buildings for light and air.

*(b) the effect on motorized and nonmotorized transportation systems;*

Staff Comments:

- Currently, the parcels are unzoned and therefore uncontrolled, allowing unlimited density. Zoning will set the density to specific limits, the connection of the parcels to the City’s water and sewer system will have the greatest impact on density and therefore effects on transportation systems.
- Developments will need to be evaluated for transportation impacts at the time of permitting.

*(c) promotion of compatible urban growth;*

Staff Comments:

- The proposed zoning is consistent with the FLUM and Growth Policy showing the compatibility with growth and the needs of the City.

*(d) the character of the district and its peculiar suitability for particular uses;*

Staff Comments:

- As shown on the FLUM, the noted need for housing and commercial services on the north-side of the railroad tracks the proposed MU and R-II is consistent with the character of the district.

*(e) conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area.*

Staff Comments:

- The proposed map amendment should have no effect on property values. Generally, annexing the properties into the City, providing water and sewer service, and zoning to regulate incompatible uses significantly increases property value.

***Spot zoning Criteria:***

*(1) the proposed use is significantly different from the prevailing use in the area.*

Staff Comments:

- The proposed R-II zoning is similar to adjacent areas within the City.
- The proposed P zoning is identical to adjacent City owned property.
- The proposed MU zoning is a departure from adjacent zoning, as the majority of the area does not allow commercial uses.

*(2) the area in which the requested use is to apply is rather small from the perspective of concern with the number of separate landowners benefited from the proposed change.*

Staff Comments:

- The proposed zoning is for a large area and large number of landowners.

*(3) the change is special legislation designed to benefit only one or a few landowners at the expense of the surrounding landowners or the general public.*

Staff Comments:

- The proposed zoning is for a large area with a large number of landowners. For the reasons listed above, the zoning amendment should benefit the individual landowners and general public.

**Public Hearing**

As noted above the Zoning Commission voted unanimously (4:0) to recommend approval of the zoning amendment with the expansion of the R-II area at their February 8, 2022 meeting. This change was made after both the public and the Zoning Commission raised concerns about the MU area at the north side of the proposed zoning amendment and impacts on the existing neighborhood. Staff has provided a draft ordinance with this change included.

**Staff Recommendation**

The Zoning Coordinator believes that the proposed zoning designation listed above meets both the requirements of the City of Livingston, State Statute, and the spot zoning



criteria. Staff recommends that the Commission adopt the proposed zone map amendment.

**Attachments**

- Attachment I.....Resolution 4983
- Attachment II.....Resolution 4960
- Attachment III.....Draft Ordinance

**RESOLUTION NO. 4986**

**A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS THE PROPERTY BETWEEN ARBOR DRIVE AND BENNETT STREET BOUNDED BY MILES LANE/CHESTNUT LANE, THE CITY TRANSFER STATION AND THE YELLOWSTONE RIVER IN SECTION 7 IN TOWNSHIP 2 SOUTH RANGE 10 EAST.**

**WHEREAS**, Section 7-2-4501, Montana Code Annotated, authorizes annexation of wholly surrounded property; and

**WHEREAS**, the City Commission of the City of Livingston, Montana, has determined that it is in the best interest of the City that property be annexed into the City where the property is identified in the City's Annexation Policy, and that the boundaries of the City of Livingston be extended to include the wholly surrounded property between Miles Lane/Chestnut Lane, Arbor Drive, Bennett Street, and the Yellowstone River all of which are wholly surrounded by other property within the corporate limits of the City;

**WHEREAS**, Section 7-2-4501 deems property wholly surrounded by the city or town even though such tracts or parcels of land may be separated from such city or town by a street or other roadway, irrigation ditch, drainage ditch, stream, river, or a strip of unplatted land too narrow or too small to be platted; and

**WHEREAS**, the §7-2-4502 proscribes that protest of this annexation is not available to the annexation of wholly surrounded properties to be included in the territorial boundaries of the City.

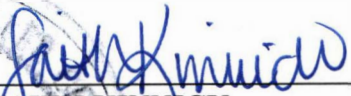
**NOW, THEREFORE, BE IT RESOLVED**, by the City Commission of the City of Livingston, Montana, as follows:

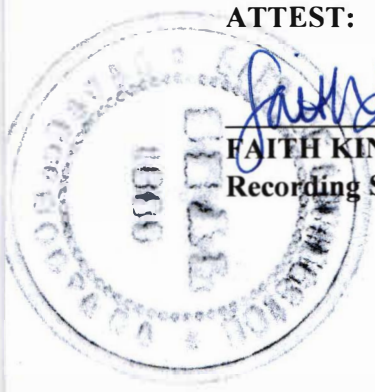
It is the intent of the City Commission to annex wholly surrounded land more particularly described as:

**The properties all in Section 7 defined in exhibit A and bounded by Arbor Drive, Miles Lane/Chestnut Lane, Bennett Street, the City transfer station, and the Yellowstone river. See Attached.**

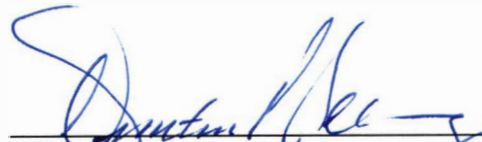
**PASSED** at a first reading by the Livingston City Commission, on August 3, 2021.

ATTEST:


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



PASSED ADOPTED AND FINALLY APPROVED, during a second reading by the Livingston City Commission this 19th day of September, 2021.

  
\_\_\_\_\_  
QUENTIN SCHWARZ Vice- Chair

ATTEST:

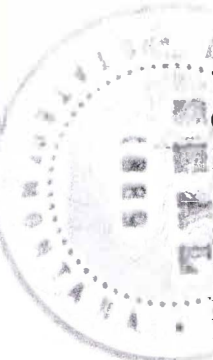
  
\_\_\_\_\_  
FAITH KINNICK  
Recording Secretary



APPROVED TO AS FORM:

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

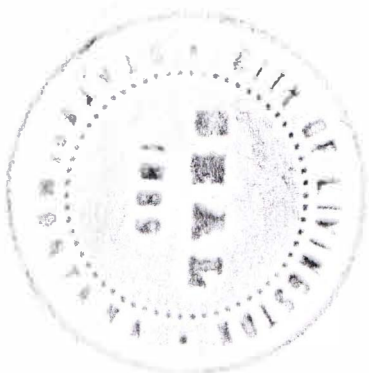
**PUBLIC NOTICE**

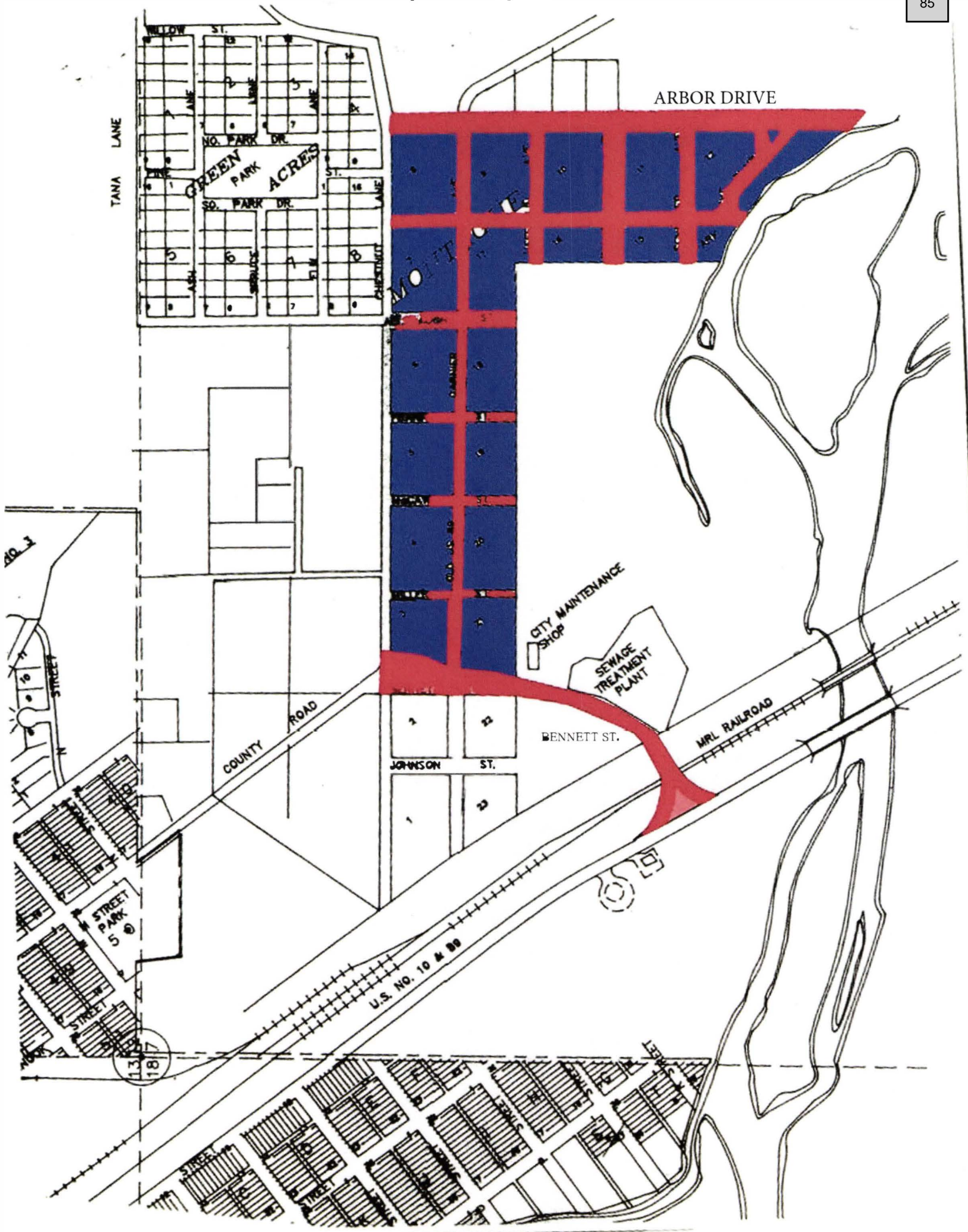


**NOTICE** is hereby given, a public hearing will be conducted by the Livingston City Commission on Tuesday, September 7th, 2021, during a second reading of **RESOLUTION NO. XXXX: entitled A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS THE PROPERTY BETWEEN ARBOR DRIVE AND BENNETT STREET BOUNDED BY MILES LANE/CHESTNUT LANE, THE CITY TRANSFER STATION AND THE YELLOWSTONE RIVER IN SECTION 7 IN TOWNSHIP 2 SOUTH RANGE 10 EAST.** For additional information contact Faith Kinnick at (406) 823-6002.

Please publish Friday, August 6th, 2021 and August 20th, 2021.

Faith Kinnick  
City of Livingston  
August 3, 2021





**RESOLUTION NO. 4960**

**A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND BELONGING TO THE CITY OF LIVINGSTON WHICH IS DESCRIBED AS THE ISLAND IN THE NE 1/4 OF SECTION 7 IN TOWNSHIP 2 SOUTH RANGE 10 EAST.**

**WHEREAS**, Section 7-2-4301, Montana Code Annotated, authorizes annexation of contiguous property, and the City owns the above described Island which is contiguous to the Yellowstone Preserve; and

**WHEREAS**, the City Commission of the City of Livingston, Montana, has determined that it is in the best interest of the City that property be annexed into the City where the property is identified as being owned by the City and between properties in the City’s Annexation Policy that the boundaries of the City of Livingston be extended to the above described island; and

**WHEREAS**, Section 7-2-4301 deems property contiguous to a city or town even though such tracts or parcels of land may be separated from such city or town by a street or other roadway, irrigation ditch, drainage ditch, stream, river, or a strip of unplatted land too narrow or too small to be platted; and

**WHEREAS**, the City, as owner of the parcel, consents to the annexation of the Island to be included in the territorial boundaries of the City.

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

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


**The Island in the NE1/4 of Section 7 in Township 2 South Range 10 East, on file with the Park County Clerk and Recorder.**

**PASSED** at a first reading by the Livingston City Commission, on May 4, 2021.

**ATTEST:**

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

**PASSED ADOPTED AND FINALLY APPROVED**, during a second reading by the Livingston City Commission this 1<sup>st</sup> day of June 2021.

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

**ATTEST:**

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

**APPROVED TO AS FORM:**

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

**PUBLIC NOTICE**

**NOTICE** is hereby given, a public hearing will be conducted by the Livingston City Commission on Tuesday, June 1, 2021, during a second reading of **RESOLUTION NO. 4960** entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, TO ANNEX CERTAIN LAND WHICH IS CONTIGUOUS TO THE CITY OF LIVINGSTON AND IS DESCRIBED AS THE ISLAND IN THE NE1/4 OF SECTION 7 IN TOWNSHIP 2 SOUTH RANGE 10 EAST**. This hearing will be conducted via Zoom. All interested parties are invited to attend and give their comments. To join this meeting <http://us02web.zoom.us>  
Meeting ID: 885 2666 8435 Passcode: 261645 or by phone at (669) 900-6833. For additional information contact Faith Kinnick at (406) 823-6002.

Please publish Friday, May 7, 2021 and May 21, 2021.

Faith Kinnick  
City of Livingston  
May 4, 2021

Resolution No. 4960: Intent to annex certain land described as The Island in the NE1/4 of Section 7 in Township 2 South Range 10 East.



Receipt #91406  
 06/22/2021 4:07 PM

Park County, MT  
 Clerk and Recorder/ Surveyor  
 Park County

CUST: CITY OF LIVINGSTON  
 User: PATTI SMITH  
 Drawer: Cash 1

Doc# 424391  
 RECORDED MISC DOCUMENTS  
 3 pages \$21.00

Doc# 424392  
 RECORDED MISC DOCUMENTS  
 6 pages \$42.00

Total Fees: \$63.00  
 Amount Received: \$63.00  
 Change: \$0.00



**ORDINANCE NO. 3029**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ZONING PARCELS WITHIN THE MONTAGUE SUBDIVISION NORTH OF BENNETT STREET EXCLUDING BLOCK 3, LOT 5-14 AND BLOCK 3 AND A PORTION OF LOTS 22-26, AND INCLUDING THE ADJACENT ISLAND IN THE YELLOWSTONE RIVER LOCATED IN THE NE1/4 OF SECTION 7 (S07), TOWNSHIP TWO SOUTH (T02S), RANGE TEN EAST (R10E) AS MIXED USE (MU), MEDIUM DENSITY RESIDENTIAL (R-III), AND PUBLIC (P) AS SHOWN IN EXHIBIT A.**

\* \* \* \* \*

**Preamble.**

The purpose of this Ordinance is to promote public health, safety and general welfare of the City by regulating the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population, and the location and use of buildings, structures, and land for trade, industry, residence or other purposes.

\*\*\*\*\*

**WHEREAS**, Section 30.71 of the City of Livingston Code of Ordinances authorizes the City Commission to amend the officially adopted Zoning Map;

**WHEREAS**, the amendments meet the criteria and guidelines for zoning regulations as required by Section 76-2-304 of Montana Code Annotated;

**WHEREAS**, the City Commission of the City of Livingston, Montana annexed the Subject Parcels by passing Resolution 4960 on June 1, 2021, and Resolution 4983 on September 7, 2021;

**WHEREAS**, being within the jurisdiction of the City, the parcel is required by the City's Zoning Ordinance to be given a zoning designation;

**WHEREAS**, the amendment meets the Lowe Test for rezoning property; and

**WHEREAS**, the City of Livingston Zoning Commission, after a public hearing, voted unanimously (4:0) to recommend approval of the zoning of the parcels to Mixed Use (MU), Medium Density Residential (R-II), and Public (P) on the Zoning Map to the City Commission as shown by Exhibit A;

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission that Sec. 30.13 of the Livingston Municipal Code entitled Official Zoning Map, be and the same is hereby amended as follows:

**SECTION 1**

**Zoning of parcels north of Bennett Street within the Montague Subdivision, excluding Block 3, Lot 5-14 and Block 3 and a portion of lot 22-lot 26, and including the adjacent island in the Yellowstone river located in the NE1/4 of Section 7 (S07), Township Two South (T02S), Range Ten East (R10E)**

as shown in Exhibit A as Mixed Use (MU), Medium Density Residential (R-II), and Public (P). The boundary between R-II and MU is as follows and shown on Exhibit A:

- The centerline of Allspaugh Street between Chestnut Lane and Garnier Aveune.
- The centerline of Garnier Street from the intersection of Allspaugh Street to the point where it intersects the southern property line of the property addressed as 206 Grandview Boulevard and legally described as Montague Subdivision, S07, T02 S, R10 E, Block 17, Lot 1 – 3
- The southern property lines of the properties addressed as 206 and 212 Grandview Boulevard and legally described as Montague Subdivision, S07, T02 S, R10 E, Block 17, Lot 1 – 3 & Block 17, Lot 14-16.

**SECTION 2**

**Statutory Interpretation and Repealer:**

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

**SECTION 3**

**Severability:**

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

**SECTION 4**

**Savings provision:**

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

**SECTION 6**

**Effective date:**

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

**PASSED** by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the \_\_\_\_\_ day of March, 2022.

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

**ATTEST:**

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**FAITH KINNICK**  
Recording Secretary

\*\*\*\*\*

**PASSED ADOPTED, AND APPROVED** by the City Commission of the City of Livingston,  
Montana, on second reading at a regular session thereof held on the \_\_\_\_\_ day of April, 2022.

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**MELISSA NOOTZ – Chair**

**ATTEST:**

**APPROVED AS TO FORM:**

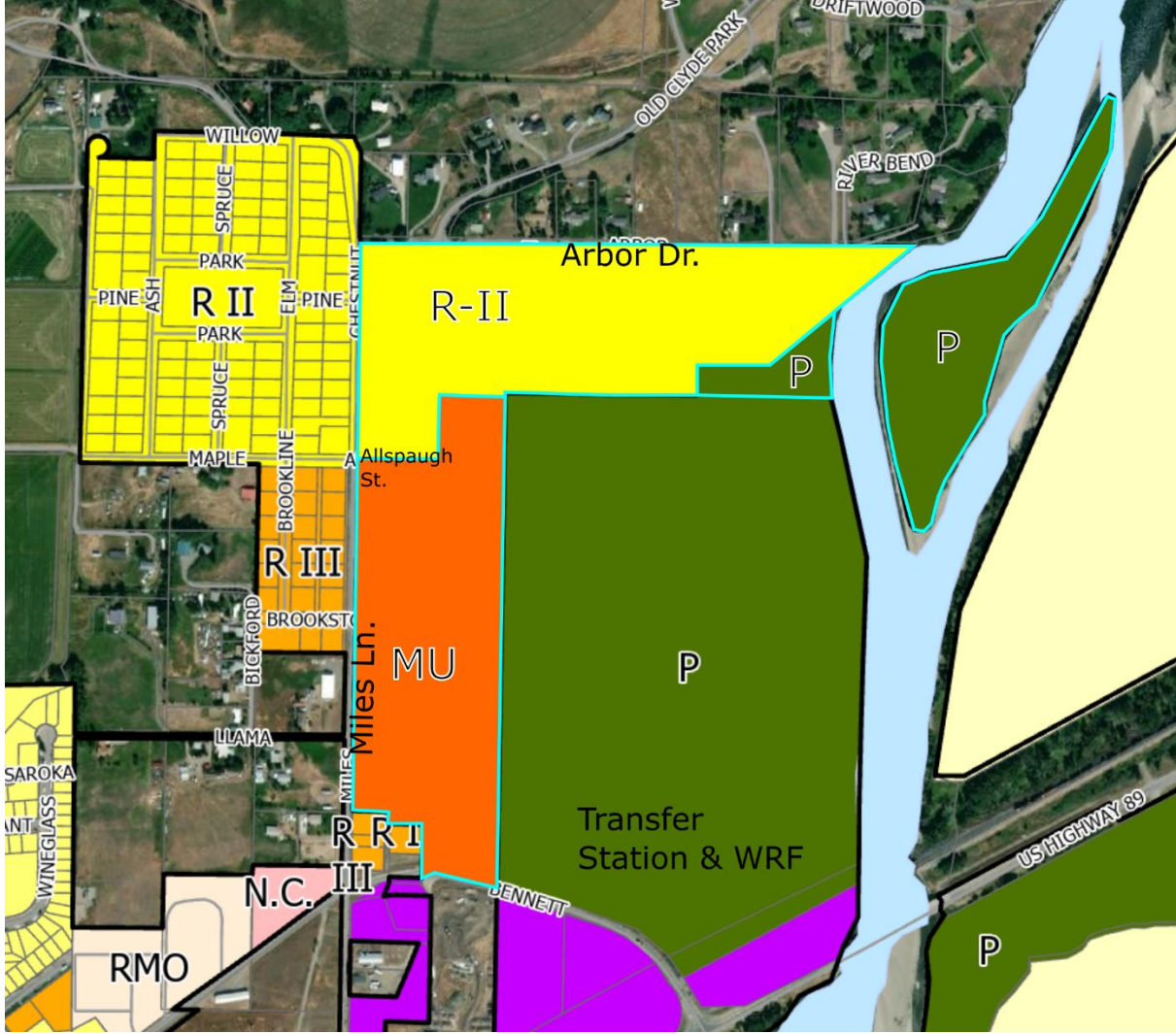
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**FAITH KINNICK**  
Recording Secretary

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**COURTNEY LAWELLIN**  
City Attorney

EXHIBIT A



**File Attachments for Item:**

**A. RESOLUTION NO. 5019: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH TD&H ENGINEERING, FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE 6TH & 7TH STREET WATER PROJECT, AND AUTHORIZATION TO EXECUTE THE AGREEMENT TO INCLUDE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY.**



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No: 5019

**Requested by:** Michael J. Kardoes, City Manager

**Date of First Consideration/Status:** 1 March 2022

**Purpose of Legislation:** Authorize the City Manager to sign a Professional Services Agreement with TD&H Engineering for construction administration services for the 6<sup>th</sup> & 7<sup>th</sup> Street Water Project, and authorize the City Manager to execute the Agreement to include the use of contingency funds as deemed necessary.

**Statutory Authority/Reference:** Budget Authority/Formal Contract

**Background:** The City Administration requested a proposal for construction administration services for the 6<sup>th</sup> & 7<sup>th</sup> Street Water Project from the project’s design firm, TD&H Engineering. Negotiations on the scope and fees addressed in the proposal are finalized. The City Administration recommends approving the attached PSA.

**Staff Recommendation:** Approve the Professional Services Agreement

**Regulatory Impact (local):** N/A

**Attachments:**

- Proposal for Construction Administration Services
- Professional Services Agreement

**RESOLUTION NO. 5019**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH TD&H ENGINEERING, FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE 6<sup>TH</sup> & 7<sup>TH</sup> STREET WATER PROJECT, AND AUTHORIZATION TO EXECUTE THE AGREEMENT TO INCLUDE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY.**

\*\*\*\*\*

**WHEREAS**, by Resolution No. 4954 the City of Livingston previously entered into a Professional Services Agreement with TD&H Engineering of Montana, to provide engineering services to the City of Livingston; and

**WHEREAS**, City administration requested a proposal for engineering services for the 6<sup>th</sup> & 7<sup>th</sup> Street Water Line Improvement Project, and based on the recent bid opening, the construction amount for this project is approximately \$1,245,000.00 as noted in the proposal attached hereto as “Exhibit A”, which requires oversight and management; and

**WHEREAS**, TD&H Engineering has provided the attached proposal for construction management outlining their scope of work, and defining the relationship attached hereto as “Exhibit B”; and

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

On behalf of the City of Livingston, the City Manager is hereby authorized to enter into the Construction Administration Agreement with TD&H Engineering, Inc. for the 6<sup>th</sup> & 7<sup>th</sup> Street Water Project.

**APPROVED AND ADOPTED**, by the City Commission of the City of Livingston, this 1<sup>st</sup> day of March, 2022.

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**MELISSA NOOTZ, Chair**

**ATTEST:**

**APPROVED TO AS FORM:**

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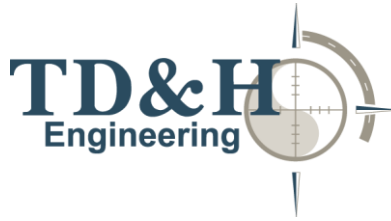
**FAITH KINNICK,  
Recording Secretary**

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**COURTNEY LAWELLIN,  
City Attorney**



234 East Babcock Street  
Suite 3  
Bozeman, MT 59715



406.586.0277  
tdhengineering.com

February 15, 2022

Mr. Shannon Holmes – Public Works Director  
City of Livingston  
330 Bennett Street  
Livingston, MT 59047  
Email: [Sholmes@livingstonmontana.org](mailto:Sholmes@livingstonmontana.org)

## **RE: PROPOSAL FOR CONSTRUCTION ADMINISTRATION FOR 6<sup>TH</sup> & 7<sup>TH</sup> STREET WATER IMPROVEMENTS**

Dear Shannon,

Thank you for the opportunity to submit this proposal to provide engineering services for construction during the 6<sup>th</sup> & 7<sup>th</sup> Street Water Improvements project. The City intends to award Schedule III of this project, which is water improvements for all six blocks in the plans.

### **SCOPE OF WORK - ENGINEERING**

Our scope of work includes:

- Initial work to prepare plans and specifications for advertisement and bidding.
- Bidding services.
- Shop drawing review.
- Preconstruction conference.
- Construction staking.
- Construction inspection and testing.
- Project management and necessary meetings.
- Project closeout and record drawings.

Our proposed scope covers updating the previous bid package to bidding and award, construction inspection, submitting record drawings to MDEQ and ultimately provide a certification of compliance and acceptance package for the sewer improvements.

### **SCHEDULE AND FEE**

Contract time for Schedule III is 90 calendar days, which equates to approximately 12 weeks of construction. We have included several trips for our senior level construction manager/P.E., Mike Kirkpatrick, to help maintain good communication with the Contractor and work through construction question. Our estimated fees for the scope outlined above are listed below:

1. Project Development and Bidding.....	<b>\$6,000</b>
2. Construction Staking.....	<b>\$5,000</b>
3. Construction Inspection and Management.....	<b>\$85,000</b>
4. Record Drawings .....	<b>\$2,000</b>
Subtotal	<b>\$98,000</b>
15% Contingency	<b>\$14,700</b>

**TOTAL ENGINEERING AND CONSTRUCTION ADMINISTRATION FEE      \$112,700**

The construction amount for this project is approximately \$1,245,000 based on the recent bid opening. We propose using this construction total as a benchmark to calculate the construction management fee. It is industry standard to use 10% of the estimated fee as a target for construction management fees and we have used this strategy to estimate the construction management fee for this project.

As in years past, if we do not reach the total construction administration estimated fee, we will not bill the City and if the fee ends up higher due to the approach of using percentage of engineer’s estimate price instead of contract time, we will finish the project on time and materials budget as approved by the City.

Thank you for the opportunity to submit this proposal. We appreciate your confidence in our firm, and we look forward to continuing our work with you on this project. If you have any questions or comments regarding this proposal or wish to discuss the scope of services, please call.

Sincerely,



**Matt McGee, PE**  
 Project Manager  
**TD&H ENGINEERING**

J:\2015\B15-081 City of Livingston On-Call Engineering Services\058 6th-7th Street WATER IMPROVEMENTS REBID\DOCUMENTS\CONTRACTS\6TH & 7TH STREET CONSTRUCTION MANAGEMENT PROPOSAL.DOC



**PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 330 Bennett Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and THOMAS, DEAN & HOSKINS, INC., a Montana corporation with its principal office located at 1800 River Drive North, Great Falls, Montana 59401 (hereinafter referred to as the “Engineer”; and together with the City, the “Parties”).

RECITALS:

- A. The City desires to complete the project commonly known as the 6<sup>th</sup> and 7<sup>th</sup> Street Water Project (the “Project”), which Project requires certain Construction Administration services to be performed in connection therewith.
- B. The City has selected a contractor to perform the construction work for the Project, and the City now desires to engage Engineer to perform professional engineering services in the form of Construction Administration.
- C. The Engineer is engaged in the business of professional engineering, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform Construction Administration for the Project and is ready, willing and able to undertake and perform the same under the terms and conditions contained in this Agreement.

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

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. PURPOSE AND SCOPE OF SERVICES. City agrees to retain Engineer to perform all services and comply with all obligations specified or indicated in Exhibit A, which is attached hereto and incorporated herein as if fully set forth in this Paragraph 2, and as set forth and described in the Standard General Conditions of the General Services Agreement the City entered into, or will enter into, with the general contractor for the

Project (the services described in this Paragraph 2 shall be collectively referred to hereinafter as the “Services”).

3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Engineer agrees that all hiring will be on the basis of merit and qualifications and that the Engineer will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
  
4. NATURE OF RELATIONSHIP.
  - a. The Engineer states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Engineer shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Engineer has been and will continue to be free from the control or direction of the City in the performance of this Agreement.
  
  - b. Engineer shall not be considered an employee of the City for purposes of tax, retirement system, or social security, FICA withholding, or for any other purpose. Engineers are not subject to the terms and provisions of the City’s personnel policies and may not be considered a City employee for workers’ compensation or any other purpose.
  
  - c. The Engineer shall not be deemed, by virtue of this Agreement, nor the performance thereof, to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
  
  - d. The Engineer, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.
  
  - e. Engineer shall furnish all labor, materials, supplies and incidentals necessary to conduct and complete the Services.

5. ENGINEER'S REPRESENTATIONS AND WARRANTIES. The Engineer represents and warrants as follows:
- a. It and its employees are licensed by the State of Montana as engineers and agree to perform the Services in a professional manner according to the standards of care, skill, knowledge, and diligence, normally exercised by a professional engineer and in accordance with sound engineering and construction management practices. In the event any service is found to be out of conformance with the foregoing standards, the Engineer, at its own expense, shall make such changes, modifications or additions as are necessary to remedy the deficiency.
  - b. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
  - c. It will comply with all applicable laws, rules, ordinances, and regulations, adopted or promulgated by any governmental agency or regulatory body, whether State, federal or local, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for itself or for any employees engaged by the Engineer in performance of this Agreement.
  - d. It will comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71 of the Montana Code Annotated, and the Occupational Disease Act of Montana, Title 39, Chapter 71 of the Montana Code Annotated, and shall maintain workers' compensation coverage for all members and employees of the Engineer, except for those members who are exempted by law. Engineer shall furnish copies showing proof of workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana or proof of exemption from workers' compensation granted by law for independent contractors, including subcontractors. Proofs of coverage are collectively attached to this Agreement as Exhibit B.
  - e. It has reviewed the project and contract documents related to the Project and this Agreement and has entered into this Agreement based solely upon its own

knowledge, inspection and judgment, and not upon any representations or warranties made by the City, or its officers, employees, or agents.

6. PAYMENT.

- a. For the satisfactory completion of the Services, the City will pay the Engineer a sum not to exceed Ninety eight Thousand Four Hundred and 00/100 Dollars (\$98,000.00); provided, however, the Parties may agree to additional compensation in an amount not to exceed Fourteen Thousand 700 Hundred and 00/100 Dollars (\$14,700.00) in the event presently unforeseen circumstances require Engineer to provide additional services or spend additional time on items not contemplated by this Agreement. Each specific service the Engineer provides under this Agreement, and the maximum amount the City will pay the Engineer for each, is set forth in Exhibit A.
- b. The Engineer may submit monthly requests for payment based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed.
- c. In connection with obtaining payment under this Agreement, Engineer agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Engineer assumes responsibility for the late filing of a claim.
- d. In the event the Engineer seeks payment or compensation for work, materials, or services not included in this Agreement, and the exhibits hereto, the Engineer must seek prior written authorization from the City before such expenditure is incurred. If the Engineer fails to obtain prior written authorization, the Engineer shall not be entitled to payment for the unauthorized work, materials or services.

7. TERMINATION OF THIS AGREEMENT. The City reserves the right to terminate this Agreement for any and all causes, or for its convenience, at any time upon fifteen (15) days written notice to the Engineer. If termination is effected by the City for default, an equitable adjustment in the fee shall be made, but no amount shall be allowed for anticipated profit or unperformed services. If termination is effected by the City for reasons of convenience, an equitable adjustment in the fee shall be made, including

reasonable profit. The equitable adjustment for any termination shall provide for payment to the Engineer for services rendered and expenses incurred prior to the termination. Upon termination, the Engineer will cease work and deliver to the City all data, design drawings, specifications, reports, estimates, summaries, and such other information and material accumulated by the Engineer in performing this Agreement whether completed or in progress.

8. OWNERSHIP AND PUBLICATION OF MATERIALS. All documents, design drawings, data, specifications, reports, estimates, and such other information and material accumulated or prepared as a result of this Agreement are the property of the City, and the City shall have exclusive and unrestricted authority to release, publish, or otherwise use, in whole or in part, information relating thereto. Any use without written verification or adaptation by the Engineer for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Engineer.
  
9. INDEMNIFICATION AND HOLD HARMLESS. The Engineer waives any and all claims and recourse against the City, its officers, agents or employees, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the Engineer's performance of this Agreement, except for liability arising out of concurrent or sole negligence of the City or its officers, agents or employees. Further, the Engineer will indemnify, hold harmless, and defend the City, its officers, employees and agents against any and all claims, demands, damages, costs, expenses or liability arising out of the Engineer's performance of this Agreement, except for liability arising out of the concurrent or sole negligence of the City or its officers, agents or employees.
  
10. INSURANCE. The Engineer will carry a general liability insurance and professional errors and omissions insurance during the term of this Agreement in an amount of not less than One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) per occurrence, and Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) per claim. Copies of certificates of insurance, suitable to the City, shall be filed with the City and are attached hereto and incorporated herein as Exhibit C. The engineer shall make the City an additional, named insured on its policy for this project, and will provide proof thereof prior to providing services under this agreement. Engineer shall also maintain workers' compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.

11. CONFLICT OF INTEREST. The Engineer covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of the Services. The Engineer further covenants that, in performing this Agreement, it will employ no person who has any such interest.
12. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
13. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
14. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
15. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Project and supersedes all prior agreements and understandings between the Parties with respect to the Project.
16. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
17. TIME IS OF THE ESSENCE. Time is of the essence in performance of this Agreement.



18. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
  
19. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of a third party. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the Engineer from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.
  
20. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
  
21. LIAISON. The designated liaisons with the City are Shannon Holmes and Martha O'Rourke, both of whom can be reached at (406) 222-5667. The Engineer's liaison is Matt McGee, who can be reached at (406) 586-0277.
  
22. ATTORNEY FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.
  
23. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

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

**CITY OF LIVINGSTON**

**THOMAS, DEAN & HOSKINS, INC.,  
a Montana corporation**

\_\_\_\_\_  
**Michael J. Kardoes**

\_\_\_\_\_  
**Name:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**[ Exhibit A ]**

**[ Scope of Services ]**

**[ Exhibit B ]**  
**[ Work Comp Insurance ]**

[ Exhibit C ]

[ Other Certificates of Insurance ]

**File Attachments for Item:**

**B. RESOLUTION NO. 5020: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH ASKIN CONSTRUCTION, INC., FOR CONSTRUCTION OF THE 6TH & 7TH STREET WATER PROJECT, AND AUTHORIZATION TO EXECUTE THE AGREEMENT TO INCLUDE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY.**



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No: 5020

**Requested by:** Michael J. Kardoes, City Manager

**Date of First Consideration/Status:** 1 March 2022

**Purpose of Legislation:** Authorize the City Manager to sign a General Services Agreement with Askin Construction, Inc. for construction of the 6<sup>th</sup> & 7<sup>th</sup> Street Water Project, and authorize the City Manager to execute the Agreement to include the use of contingency funds as deemed necessary.

**Statutory Authority/Reference:** Budget Authority/Formal Contract

**Background:** The City of Livingston advertised for bids for the 6<sup>th</sup> and 7<sup>th</sup> Street Water Project on January 14, 2022. Askin Construction, Inc. was the lowest responsible bidder for all three schedules for the project. TD&H Engineering has provided a recommendation to award the General Services Agreement to Askin Construction, Inc. The City Administration recommends approving the attached GSA.

**Staff Recommendation:** Approve the General Services Agreement

**Regulatory Impact (local):** N/A

**Attachments:**

- TD&H Recommendation of Award
- General Services Agreement

**RESOLUTION NO. 5020**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH ASKIN CONSTRUCTION, INC., FOR CONSTRUCTION OF THE 6<sup>TH</sup> & 7<sup>TH</sup> STREET WATER PROJECT, AND AUTHORIZATION TO EXECUTE THE AGREEMENT TO INCLUDE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY.**

\*\*\*\*\*

**WHEREAS,** The City of Livingston advertised for bids for the 6th and 7th Street Water Project on January 14, 2022. Askin Construction, Inc. was the lowest responsible bidder for all three schedules for the project; and

**WHEREAS,** TD&H Engineering has provided a recommendation to award the General Services Agreement to Askin Construction, Inc. The City Administration recommends approving the attached General Services Agreement, attached hereto and incorporated within as “Exhibit A” ; and

**WHEREAS,** The Contractor is engaged in the business of providing construction and building services, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform construction services for the City; and

**WHEREAS,** The Parties desire to define their respective rights, duties and obligations in connection with their relationship and, as a result, the Parties desire to proceed under the terms and conditions contained in the General Services Agreement attached hereto and incorporated within as “Exhibit B”; and

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

On behalf of the City of Livingston, the City Manager is hereby authorized to enter into the General Services Agreement with Askin Construction, Inc. for the 6th & 7th Street Water Project.

**APPROVED AND ADOPTED,** by the City Commission of the City of Livingston, this 1st day of March, 2022.



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**MELISSA NOOTZ, Chair**

**ATTEST:**

**APPROVED TO AS FORM:**

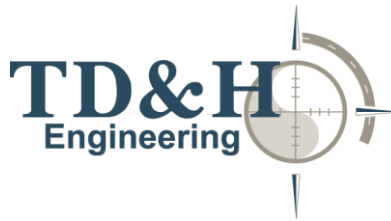
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**FAITH KINNICK,  
Recording Secretary**

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**COURTNEY LAWELLIN,  
City Attorney**

234 East Babcock Street  
Suite 3  
Bozeman, MT 59715



406.586.0277  
tdhengineering.com

February 15, 2022

Shannon Holmes, Public Works Director  
City of Livingston  
330 North Bennett Street  
Livingston, MT 59047

**RE: CITY OF LIVINGSTON 6<sup>TH</sup> & 7<sup>TH</sup> STREET WATER  
ENGINEER RECOMMENDATION**  
TD&H ENGINEERING JOB NO. B18-051-058

Dear Shannon,

TD&H has tabulated the bids from contractors for the 6<sup>th</sup> & 7<sup>th</sup> Street Water Improvements project. After an active and successful bidding period, overall three contractors submitted bids on the water rehabilitation work. All contractors submitted bids to the City of Livingston on February 4, 2022. The tabulated bids are detailed and attached including the engineer’s estimate. The structure of the bid form was to bid each street individually (schedules I and II) in the case the full project was cost prohibitive based on the City budget. Schedule III was included as the full project to include both streets to give the contractors a chance to provide some cost savings to complete both streets. The City has reviewed the bid costs and decided that there is budget for the entire project based on the low bid price from Askin Construction, Inc.

TD&H did the proper background due diligence for the apparent low bidder for the work, Askin, which includes reference checks and requested background summary. This information is also attached to this letter.

The low bid for Schedule III came in as follows:

	<u>Engineer’s Estimate</u>	<u>Low Bid (Askin)</u>
<b>Schedule III</b>	\$1,090,464.00	\$1,246,263.00

The bids came in higher than anticipated based on the current climate for material prices and impacts related to supply chain issues. Askin has confirmed that they are comfortable with their numbers to complete a successful project and their Work In Progress (WIP) shows they have the capacity to begin rehabilitation work this summer and complete the project by the end of paving season.

At this time, TD&H recommends that the City of Livingston enter into negotiations with Askin Construction for Schedule III of the 6<sup>th</sup> & 7<sup>th</sup> Street Water Improvements project. TD&H has verified that Western has included the following in their bid: Montana Davis Bacon prevailing wages, 1% GRT Tax, and a performance and payment bond.

Once we have approval to enter into negotiations for the downtown work, TD&H will prepare a contract, set up a preconstruction meeting, and oversee the construction of the project.

Please let me know if you have any questions.

Sincerely,



**Matt McGee, PE**  
Project Manager  
**TD&H ENGINEERING**

Attachments: 2022 Bid Tabulation  
Askin Construction Qualifications and References  
TD&H Reference Check Summary

J:\2015\B15-081 City of Livingston On-Call Engineering Services\058 6th-7th Street WATER IMPROVEMENTS REBID\CONSTRUCTION\ASKIN\CITY OF LIVINGSTON RECOMENDATION TO AWARD 6TH & 7TH STREET WATER.DOC



**City of Livingston Livingston 2022 6th & 7th Street Water Improvements**  
**Bid Tabulation 2/4/2022**  
**Schedule I**



ITEM NO.	DESCRIPTION	EST. QUANTITY	UNIT	Engineer's Estimate		Askin Construction, LLC		Western Municipal Construction, Inc.		Helena Sand & Gravel, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>Schedule I</b>											
1	Mobilization (Maximum 5% of Total Bid)	1	LS	\$ 22,500.00	\$ 22,500.00	\$ 31,500.00	\$ 31,500.00	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00
2	Overhead Power Line Safety Compliance	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,200.00	\$ 3,200.00
3	Temporary Utility Pole Support	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,100.00	\$ 3,100.00	\$ 500.00	\$ 500.00
4	Temporary Water Service	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 66,500.00	\$ 66,500.00	\$ 58,000.00	\$ 58,000.00	\$ 19,000.00	\$ 19,000.00
5	Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 11,000.00	\$ 11,000.00	\$ 15,000.00	\$ 15,000.00	\$ 22,000.00	\$ 22,000.00
6	Locate and Protect Public and Private Utilities, Water and Sewer Mains and Service Lines	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 14,000.00	\$ 14,000.00	\$ 20,000.00	\$ 20,000.00
7	Water Main										
	a. 6-inch PVC C900 DR 18	64	LF	\$ 80.00	\$ 5,120.00	\$ 80.00	\$ 5,120.00	\$ 118.00	\$ 7,552.00	\$ 90.00	\$ 5,760.00
	b. 8-inch PVC C900 DR 18	1356	LF	\$ 85.00	\$ 115,260.00	\$ 89.00	\$ 120,684.00	\$ 109.00	\$ 147,804.00	\$ 80.00	\$ 108,480.00
8	Ductile Iron Fittings										
	a. Tees										
	8"x6"	4	EA	\$ 1,250.00	\$ 5,000.00	\$ 850.00	\$ 3,400.00	\$ 970.00	\$ 3,880.00	\$ 900.00	\$ 3,600.00
	b. Reducers										
	8"x4"	1	EA	\$ 750.00	\$ 750.00	\$ 450.00	\$ 450.00	\$ 650.00	\$ 650.00	\$ 600.00	\$ 600.00
	8"x6"	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 670.00	\$ 670.00	\$ 700.00	\$ 700.00
	c. Bends										
	8-inch 45°	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 750.00	\$ 3,000.00	\$ 790.00	\$ 3,160.00	\$ 2,000.00	\$ 8,000.00
9	Connect to Existing Water Main	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,600.00	\$ 5,200.00	\$ 3,300.00	\$ 6,600.00
10	Gate Valves and Boxes, In Place										
	a. 6-inch	4	EA	\$ 2,500.00	\$ 10,000.00	\$ 1,580.00	\$ 6,320.00	\$ 2,300.00	\$ 9,200.00	\$ 2,600.00	\$ 10,400.00
	b. 8-inch	4	EA	\$ 4,000.00	\$ 16,000.00	\$ 2,100.00	\$ 8,400.00	\$ 3,100.00	\$ 12,400.00	\$ 3,000.00	\$ 12,000.00
11	Fire Hydrant with Bollards										
	a. 7.5-foot Bury	2	EA	\$ 6,000.00	\$ 12,000.00	\$ 7,350.00	\$ 14,700.00	\$ 4,900.00	\$ 9,800.00	\$ 11,000.00	\$ 22,000.00
	b. 8.0-foot Bury	2	EA	\$ 6,000.00	\$ 12,000.00	\$ 7,450.00	\$ 14,900.00	\$ 4,900.00	\$ 9,800.00	\$ 11,000.00	\$ 22,000.00
12	Remove and Salvage Fire Hydrant	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 250.00	\$ 1,000.00	\$ 310.00	\$ 1,240.00	\$ 2,000.00	\$ 8,000.00
13	Water Service Lines										
	a. 1-inch Diameter	1378	LF	\$ 25.00	\$ 34,450.00	\$ 51.00	\$ 70,278.00	\$ 35.00	\$ 48,230.00	\$ 50.00	\$ 68,900.00
14	Water Services										
	a. 1-inch Diameter	56	EA	\$ 750.00	\$ 42,000.00	\$ 700.00	\$ 39,200.00	\$ 910.00	\$ 50,960.00	\$ 900.00	\$ 50,400.00
15	Cap Existing Curb Box	2	EA	\$ 400.00	\$ 800.00	\$ 200.00	\$ 400.00	\$ 120.00	\$ 240.00	\$ 700.00	\$ 1,400.00
16	4-inch Insulation	12	LF	\$ 35.00	\$ 420.00	\$ 25.00	\$ 300.00	\$ 27.00	\$ 324.00	\$ 100.00	\$ 1,200.00
17	Remove and Replace Concrete Sidewalk	413	SF	\$ 16.00	\$ 6,608.00	\$ 22.00	\$ 9,086.00	\$ 52.00	\$ 21,476.00	\$ 34.00	\$ 14,042.00
18	Remove and Replace Concrete Curb (Straight)	444	LF	\$ 80.00	\$ 35,520.00	\$ 50.00	\$ 22,200.00	\$ 110.00	\$ 48,840.00	\$ 90.00	\$ 39,960.00
19	Concrete Curb and Gutter	40	LF	\$ 80.00	\$ 3,200.00	\$ 42.00	\$ 1,680.00	\$ 150.00	\$ 6,000.00	\$ 93.00	\$ 3,720.00
20	Residential Driveway Approach	345	SF	\$ 15.00	\$ 5,175.00	\$ 13.00	\$ 4,485.00	\$ 44.00	\$ 15,180.00	\$ 40.00	\$ 13,800.00
21	Pedestrian Ramp	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 7,500.00	\$ 7,500.00	\$ 9,600.00	\$ 9,600.00	\$ 3,000.00	\$ 3,000.00
22	Remove and Replace Asphalt Pavement	2111	SY	\$ 40.00	\$ 84,440.00	\$ 56.00	\$ 118,216.00	\$ 73.00	\$ 154,103.00	\$ 110.00	\$ 232,210.00
23	Remove and Properly Dispose Concrete, 8" -12" Thick	2111	SY	\$ 15.00	\$ 31,665.00	\$ 10.00	\$ 21,110.00	\$ 1.00	\$ 2,111.00	\$ 50.00	\$ 105,550.00
24	Flowable Fill	20	CY	\$ 120.00	\$ 2,400.00	\$ 185.00	\$ 3,700.00	\$ 200.00	\$ 4,000.00	\$ 300.00	\$ 6,000.00
25	Clean Up	1	LS	\$ 15,000.00	\$ 17,000.00	\$ 19,200.00	\$ 19,200.00	\$ 28,000.00	\$ 28,000.00	\$ 35,000.00	\$ 35,000.00
26	Topsoil, Seed and Fertilizing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 11,000.00	\$ 11,000.00	\$ 20,000.00	\$ 20,000.00
				<b>TOTAL</b>	<b>\$ 548,808.00</b>	<b>TOTAL</b>	<b>\$ 636,829.00</b>	<b>TOTAL</b>	<b>\$ 738,020.00</b>	<b>TOTAL</b>	<b>\$ 908,022.00</b>

**City of Livingston Livingston 2022 6th & 7th Street Water Improvements**  
**Bid Tabulation 2/4/2022**  
**Schedule II**



ITEM NO.	DESCRIPTION	EST. QUANTITY	UNIT	Engineer's Estimate		Askin Construction, LLC		Western Municipal Construction, Inc.		Helena Sand & Gravel, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>Schedule II</b>											
1	Mobilization (Maximum 5% of Total Bid)	1	LS	\$ 23,000.00	\$ 23,000.00	\$ 31,000.00	\$ 31,000.00	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00
2	Overhead Power Line Safety Compliance	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,200.00	\$ 3,200.00
3	Temporary Utility Pole Support	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,100.00	\$ 3,100.00	\$ 500.00	\$ 500.00
4	Temporary Water Service	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 56,500.00	\$ 56,500.00	\$ 51,000.00	\$ 51,000.00	\$ 19,000.00	\$ 19,000.00
5	Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 14,000.00	\$ 15,000.00	\$ 15,000.00	\$ 28,000.00	\$ 28,000.00
6	Locate and Protect Public and Private Utilities, Water and Sewer Mains and Service Lines	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 18,000.00	\$ 18,000.00	\$ 14,000.00	\$ 14,000.00	\$ 20,000.00	\$ 20,000.00
7	Water Main										
	a. 4-inch PVC C900 DR 18	5	LF	\$ 50.00	\$ 250.00	\$ 115.00	\$ 575.00	\$ 132.00	\$ 660.00	\$ 80.00	\$ 400.00
	b. 6-inch PVC C900 DR 18	65	LF	\$ 80.00	\$ 5,200.00	\$ 80.00	\$ 5,200.00	\$ 118.00	\$ 7,670.00	\$ 90.00	\$ 5,850.00
	c. 8-inch PVC C900 DR 18	1406	LF	\$ 85.00	\$ 119,510.00	\$ 89.00	\$ 125,134.00	\$ 109.00	\$ 153,254.00	\$ 80.00	\$ 112,480.00
	d. 12-inch PVC C900 DR 18	34	LF	\$ 110.00	\$ 3,740.00	\$ 155.00	\$ 5,270.00	\$ 152.00	\$ 5,168.00	\$ 140.00	\$ 4,760.00
8	Ductile Iron Fittings										
	a. Tees										
	12"x8"	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 1,250.00	\$ 2,500.00	\$ 1,300.00	\$ 2,600.00	\$ 1,500.00	\$ 3,000.00
	8"x6"	3	EA	\$ 1,250.00	\$ 3,750.00	\$ 850.00	\$ 2,550.00	\$ 970.00	\$ 2,910.00	\$ 900.00	\$ 2,700.00
	b. Reducers										
	8"x4"	1	EA	\$ 750.00	\$ 750.00	\$ 450.00	\$ 450.00	\$ 650.00	\$ 650.00	\$ 600.00	\$ 600.00
	8"x6"	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 670.00	\$ 670.00	\$ 700.00	\$ 700.00
	c. Bends										
	8-inch 45°	8	EA	\$ 1,000.00	\$ 8,000.00	\$ 750.00	\$ 6,000.00	\$ 790.00	\$ 6,320.00	\$ 2,000.00	\$ 16,000.00
	d. Plugs										
	6-inch	4	EA	\$ 600.00	\$ 2,400.00	\$ 275.00	\$ 1,100.00	\$ 390.00	\$ 1,560.00	\$ 600.00	\$ 2,400.00
	e. Solid Sleeves										
	12-inch	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 950.00	\$ 1,900.00	\$ 930.00	\$ 1,860.00	\$ 1,000.00	\$ 2,000.00
9	Connect to Existing Water Main	4	EA	\$ 3,500.00	\$ 14,000.00	\$ 2,500.00	\$ 10,000.00	\$ 2,600.00	\$ 10,400.00	\$ 3,300.00	\$ 13,200.00
10	Gate Valves and Boxes, In Place										
	a. 4-inch	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,375.00	\$ 1,375.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
	b. 6-inch	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 1,580.00	\$ 4,740.00	\$ 2,300.00	\$ 6,900.00	\$ 2,600.00	\$ 7,800.00
	c. 8-inch	4	EA	\$ 4,000.00	\$ 16,000.00	\$ 2,100.00	\$ 8,400.00	\$ 3,100.00	\$ 12,400.00	\$ 3,000.00	\$ 12,000.00
11	Fire Hydrant with Bollards										
	a. 7.0-foot Bury	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 7,250.00	\$ 7,250.00	\$ 4,800.00	\$ 4,800.00	\$ 11,000.00	\$ 11,000.00
	b. 7.5-foot Bury	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 7,350.00	\$ 7,350.00	\$ 4,900.00	\$ 4,900.00	\$ 11,000.00	\$ 11,000.00
	c. 8.0-foot Bury	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 7,450.00	\$ 7,450.00	\$ 4,900.00	\$ 4,900.00	\$ 12,000.00	\$ 12,000.00
12	Remove and Salvage Fire Hydrant	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 250.00	\$ 750.00	\$ 310.00	\$ 930.00	\$ 2,000.00	\$ 6,000.00
13	Water Service Lines										
	a. 1-inch Diameter	1203	LF	\$ 25.00	\$ 30,075.00	\$ 51.00	\$ 61,353.00	\$ 35.00	\$ 42,105.00	\$ 50.00	\$ 60,150.00
14	Water Services										
	a. 1-inch Diameter	49	EA	\$ 750.00	\$ 36,750.00	\$ 700.00	\$ 34,300.00	\$ 910.00	\$ 44,590.00	\$ 900.00	\$ 44,100.00
15	Cap Existing Curb Box	2	EA	\$ 400.00	\$ 800.00	\$ 200.00	\$ 400.00	\$ 120.00	\$ 240.00	\$ 700.00	\$ 1,400.00
16	Abandon Existing Valve Box	1	EA	\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00	\$ 160.00	\$ 160.00	\$ 500.00	\$ 500.00
17	4-inch Insulation	49	LF	\$ 35.00	\$ 1,715.00	\$ 25.00	\$ 1,225.00	\$ 27.00	\$ 1,323.00	\$ 100.00	\$ 4,900.00
18	Remove and Replace Concrete Sidewalk	176	SF	\$ 16.00	\$ 2,816.00	\$ 22.00	\$ 3,872.00	\$ 52.00	\$ 9,152.00	\$ 34.00	\$ 5,984.00
19	Remove and Replace Concrete Curb (Straight)	416	LF	\$ 80.00	\$ 33,280.00	\$ 50.00	\$ 20,800.00	\$ 110.00	\$ 45,760.00	\$ 90.00	\$ 37,440.00
20	Concrete Curb and Gutter	50	LF	\$ 80.00	\$ 4,000.00	\$ 42.00	\$ 2,100.00	\$ 150.00	\$ 7,500.00	\$ 93.00	\$ 4,650.00
21	Residential Driveway Approach	430	SF	\$ 15.00	\$ 6,450.00	\$ 13.00	\$ 5,590.00	\$ 44.00	\$ 18,920.00	\$ 40.00	\$ 17,200.00
22	Pedestrian Ramp	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 7,500.00	\$ 7,500.00	\$ 9,600.00	\$ 9,600.00	\$ 3,000.00	\$ 3,000.00
23	Remove and Replace Asphalt Pavement	2154	SY	\$ 40.00	\$ 86,160.00	\$ 56.00	\$ 120,624.00	\$ 73.00	\$ 157,242.00	\$ 110.00	\$ 236,940.00
24	Remove and Properly Dispose Concrete, 8" -12" Thick	2154	SY	\$ 15.00	\$ 32,310.00	\$ 10.00	\$ 21,540.00	\$ 1.00	\$ 2,154.00	\$ 50.00	\$ 107,700.00
25	Clean Up	1	LS	\$ 15,000.00	\$ 17,000.00	\$ 19,000.00	\$ 19,000.00	\$ 28,000.00	\$ 28,000.00	\$ 35,000.00	\$ 35,000.00
26	Topsoil, Seed and Fertilizing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 11,000.00	\$ 11,000.00	\$ 20,000.00	\$ 20,000.00
				<b>TOTAL \$</b>	<b>548,256.00</b>	<b>TOTAL \$</b>	<b>625,048.00</b>	<b>TOTAL \$</b>	<b>727,898.00</b>	<b>TOTAL \$</b>	<b>915,554.00</b>

**City of Livingston Livingston 2022 6th & 7th Street Water Improvements**  
**Bid Tabulation 2/4/2022**  
**Schedule III**



ITEM NO.	DESCRIPTION	EST. QUANTITY	UNIT	Engineer's Estimate		Askin Construction, LLC		Western Municipal Construction, Inc.		Helena Sand & Gravel, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>Schedule III</b>											
1	Mobilization (Maximum 5% of Total Bid)	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00	\$ 70,000.00	\$ 70,000.00	\$ 60,000.00	\$ 60,000.00
2	Overhead Power Line Safety Compliance	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 6,400.00	\$ 6,400.00
3	Temporary Utility Pole Support	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 6,100.00	\$ 6,100.00	\$ 1,000.00	\$ 1,000.00
4	Temporary Water Service	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 115,500.00	\$ 115,500.00	\$ 100,000.00	\$ 100,000.00	\$ 35,000.00	\$ 35,000.00
5	Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 8,200.00	\$ 8,200.00	\$ 50,000.00	\$ 50,000.00
6	Locate and Protect Public and Private Utilities, Water and Sewer Mains and Service Lines	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 50,000.00	\$ 50,000.00	\$ 26,100.00	\$ 26,100.00	\$ 40,000.00	\$ 40,000.00
7	Water Main										
	a. 4-inch PVC C900 DR 18	5	LF	\$ 50.00	\$ 250.00	\$ 115.00	\$ 575.00	\$ 132.00	\$ 660.00	\$ 90.00	\$ 450.00
	b. 6-inch PVC C900 DR 18	129	LF	\$ 80.00	\$ 10,320.00	\$ 100.00	\$ 12,900.00	\$ 118.00	\$ 15,222.00	\$ 90.00	\$ 11,610.00
	c. 8-inch PVC C900 DR 18	2762	LF	\$ 85.00	\$ 234,770.00	\$ 85.00	\$ 234,770.00	\$ 109.00	\$ 301,058.00	\$ 70.00	\$ 193,340.00
	d. 12-inch PVC C900 DR 18	34	LF	\$ 110.00	\$ 3,740.00	\$ 155.00	\$ 5,270.00	\$ 152.00	\$ 5,168.00	\$ 150.00	\$ 5,100.00
8	Ductile Iron Fittings										
	a. Tees										
	12"x8"	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 1,250.00	\$ 2,500.00	\$ 1,300.00	\$ 2,600.00	\$ 1,500.00	\$ 3,000.00
	8"x6"	7	EA	\$ 1,250.00	\$ 8,750.00	\$ 850.00	\$ 5,950.00	\$ 970.00	\$ 6,790.00	\$ 900.00	\$ 6,300.00
	b. Reducers										
	8"x4"	2	EA	\$ 750.00	\$ 1,500.00	\$ 450.00	\$ 900.00	\$ 650.00	\$ 1,300.00	\$ 600.00	\$ 1,200.00
	8"x6"	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00	\$ 670.00	\$ 1,340.00	\$ 700.00	\$ 1,400.00
	c. Bends										
	8-inch 45°	12	EA	\$ 1,000.00	\$ 12,000.00	\$ 750.00	\$ 9,000.00	\$ 790.00	\$ 9,480.00	\$ 2,000.00	\$ 24,000.00
	d. Plugs										
	6-inch	4	EA	\$ 600.00	\$ 2,400.00	\$ 275.00	\$ 1,100.00	\$ 390.00	\$ 1,560.00	\$ 600.00	\$ 2,400.00
	e. Solid Sleeves										
	12-inch	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 950.00	\$ 1,900.00	\$ 930.00	\$ 1,860.00	\$ 1,000.00	\$ 2,000.00
9	Connect to Existing Water Main	6	EA	\$ 3,500.00	\$ 21,000.00	\$ 2,500.00	\$ 15,000.00	\$ 2,600.00	\$ 15,600.00	\$ 3,300.00	\$ 19,800.00
10	Gate Valves and Boxes, In Place										
	a. 4-inch	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,375.00	\$ 1,375.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
	b. 6-inch	7	EA	\$ 2,500.00	\$ 17,500.00	\$ 1,580.00	\$ 11,060.00	\$ 2,300.00	\$ 16,100.00	\$ 2,600.00	\$ 18,200.00
	c. 8-inch	8	EA	\$ 4,000.00	\$ 32,000.00	\$ 2,100.00	\$ 16,800.00	\$ 3,100.00	\$ 24,800.00	\$ 3,000.00	\$ 24,000.00
11	Fire Hydrant with Bollards										
	a. 7.0-foot Bury	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 7,250.00	\$ 7,250.00	\$ 4,800.00	\$ 4,800.00	\$ 11,000.00	\$ 11,000.00
	b. 7.5-foot Bury	3	EA	\$ 6,000.00	\$ 18,000.00	\$ 7,350.00	\$ 22,050.00	\$ 4,900.00	\$ 14,700.00	\$ 11,000.00	\$ 33,000.00
	c. 8.0-foot Bury	3	EA	\$ 6,000.00	\$ 18,000.00	\$ 7,450.00	\$ 22,350.00	\$ 4,900.00	\$ 14,700.00	\$ 12,000.00	\$ 36,000.00
12	Remove and Salvage Fire Hydrant	7	EA	\$ 1,000.00	\$ 7,000.00	\$ 250.00	\$ 1,750.00	\$ 310.00	\$ 2,170.00	\$ 2,000.00	\$ 14,000.00
13	Water Service Lines										
	a. 1-inch Diameter	2581	LF	\$ 25.00	\$ 64,525.00	\$ 50.00	\$ 129,050.00	\$ 35.00	\$ 90,335.00	\$ 50.00	\$ 129,050.00
14	Water Services										
	a. 1-inch Diameter	105	EA	\$ 750.00	\$ 78,750.00	\$ 700.00	\$ 73,500.00	\$ 910.00	\$ 95,550.00	\$ 900.00	\$ 94,500.00
15	Cap Existing Curb Box	4	EA	\$ 400.00	\$ 1,600.00	\$ 200.00	\$ 800.00	\$ 120.00	\$ 480.00	\$ 700.00	\$ 2,800.00
16	Abandon Existing Valve Box	1	EA	\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00	\$ 160.00	\$ 160.00	\$ 500.00	\$ 500.00
17	4-inch Insulation	61	LF	\$ 35.00	\$ 2,135.00	\$ 25.00	\$ 1,525.00	\$ 27.00	\$ 1,647.00	\$ 100.00	\$ 6,100.00
18	Remove and Replace Concrete Sidewalk	589	SF	\$ 16.00	\$ 9,424.00	\$ 22.00	\$ 12,958.00	\$ 52.00	\$ 30,628.00	\$ 34.00	\$ 20,026.00
19	Remove and Replace Concrete Curb (Straight)	860	LF	\$ 80.00	\$ 68,800.00	\$ 50.00	\$ 43,000.00	\$ 110.00	\$ 94,600.00	\$ 90.00	\$ 77,400.00
20	Concrete Curb and Gutter	90	LF	\$ 40.00	\$ 3,600.00	\$ 42.00	\$ 3,780.00	\$ 150.00	\$ 13,500.00	\$ 93.00	\$ 8,370.00
21	Residential Driveway Approach	775	SF	\$ 15.00	\$ 11,625.00	\$ 13.00	\$ 10,075.00	\$ 44.00	\$ 34,100.00	\$ 40.00	\$ 31,000.00
22	Pedestrian Ramp	2	EA	\$ 4,500.00	\$ 9,000.00	\$ 7,500.00	\$ 15,000.00	\$ 9,600.00	\$ 19,200.00	\$ 3,000.00	\$ 6,000.00
23	Remove and Replace Asphalt Pavement	4265	SY	\$ 40.00	\$ 170,600.00	\$ 56.00	\$ 238,840.00	\$ 73.00	\$ 311,345.00	\$ 105.00	\$ 447,825.00
24	Remove and Properly Dispose Concrete, 8" -12" Thick	4265	SY	\$ 15.00	\$ 63,975.00	\$ 9.00	\$ 38,385.00	\$ 1.00	\$ 4,265.00	\$ 50.00	\$ 213,250.00
25	Flowable Fill	20	CY	\$ 120.00	\$ 2,400.00	\$ 185.00	\$ 3,700.00	\$ 200.00	\$ 4,000.00	\$ 300.00	\$ 6,000.00
26	Clean Up	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 37,400.00	\$ 37,400.00	\$ 45,000.00	\$ 45,000.00	\$ 70,000.00	\$ 70,000.00
27	Topsoil, Seed and Fertilizing	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 18,900.00	\$ 18,900.00	\$ 40,000.00	\$ 40,000.00
				<b>TOTAL</b>	<b>\$ 1,090,464.00</b>	<b>TOTAL</b>	<b>\$ 1,245,263.00</b>	<b>TOTAL</b>	<b>\$ 1,419,018.00</b>	<b>TOTAL</b>	<b>\$ 1,754,021.00</b>

City of Livingston 6th & 7th Street Water Improvements  
 TD&H Engineering  
 Friday, February 04, 2022

<b>Contractor</b>	<b>MT Contractors Registration #</b>	<b>Bid Bond</b>	<b>Executed Forms</b>	<b>Schedule I</b>	<b>Schedule II</b>	<b>Schedule III</b>
Western Municipal Construction, Inc.	13329	X	X	\$738,020.00	\$727,898.00	\$1,419,018.00
Helena Sand & Gravel, Inc.	53632	X	X	\$908,022.00	\$915,554.00	\$1,754,021.00
Askin Construction, LLC.	232221	X	X	\$636,829.00	\$625,048.00	\$1,245,263.00



**RE: Askin Construction, LLC – Profile & References  
Livingston 2022 6<sup>th</sup> & 7<sup>th</sup> Street Water Improvements**

To Whom it May Concern,

A payment and performance bond covering 100% of the contract value will be provided as evidence of our financial data. The bid submitted includes 2022 prevailing wages and 1% GRT.

Askin Construction has the capable equipment, schedule availability, and staff to complete the project this year within the agreed upon contract time frame. We have reviewed our bid proposal submitted and we are comfortable and confident with the price submitted.

Our General Superintendent for this project will be Todd Sutherland who is fully capable and seasoned in leading successful crews on projects of this size and nature. Todd has over 30+ years in construction experience, with a strong background in both new and Rehab wet utility projects. His Resume is attached.

Attached are references of current and completed projects of similar nature that Askin has completed or are in the process of successfully completing.

**General:**

Askin Construction has established resident crews, equipment, supplier networks and ongoing projects in Billings, MT. Askin and our team have worked in extremely challenging environments such as water & sewer projects consisting of tight timelines, depths, and tight residential areas.

Askin owns and maintains a **fleet of 100+ pieces of equipment, transport & gravel trucks** to complement our highly qualified team, **in which we currently employ in excess of 80 full time employees**. Askin self performs the utility installation, dirt work, concrete, and asphalt for all our projects. Askin has full-time shop and office resources staff, project managers, survey tech’s and other qualified staff to support our field operations in addition to providing the level of care and response to the customers and communities we serve.

Our safety record is among the top in contractors in the region and we put the importance of maintaining that level of safety on all our projects.

**Schedule & Resources:**

Our bonding capacity and insurance exceeds the requirements of the project. We work closely with Hub International to provide bonding and Insurance. Together we regularly review Askin’s safety, operational and financial data and back our performance with the continuous issuance of premium insurance and bonding to our clients.

**Bid (RFP / RFQ / Proposal) Specific:**

In response to your request for relevant experience we would like to offer a brief profile of projects and experience.



**Substantially Completed Projects:**

**Project Name: Legacy Subdivision – Phase 1**

**Owner: Legacy LLC**

**Engineer: WWC Engineering**

Prime Contractor: Askin Construction

Project: The project consisted of construction of 2,500 Lf of 8” water main, 34 each 1” water service installs, 350 Lf of 12” water main, 1,080 Lf of storm sewer, 2,440 LF of irrigation laterals, full street construction, and ADA sidewalks for 34 residential lots.

Contract Value: \$1.18M

Completed June of 2021

**Project Name: W.O. 21-24 Zone 3 12-inch Waterline Replacement**

**Owner: City of Billings**

**Engineer: HDR / City of Billings**

Prime Contractor: Askin Construction

Project: The project consisted of removing and replacing 250 Lf of 12” and 8” watermains and valves, removing 16-inch valve and replacing with pipe and couplers, fire hydrant and new 6-inch service to MSUB College, temporary water service, and street and concrete restoration.

Contract Value: \$256,113

Completed July of 2021

**Project Name: SID 1416 Gleneagles Blvd.**

**Owner: City of Billings**

**Engineer: Stahly Engineering**

Prime Contractor: Askin Construction

Project: The project consisted of installation of 1,050 Lf of 12” water main, 24 each 1” water service installs, 240 Lf of 8” sanitary sewer main with 24 each 6” services, and storm drain system improvements. The project also consisted of full construction of the roadway to extend Gleneagles boulevard.

Contract Value: \$674,869

Completed September of 2021

**Project Name: EL Rancho Drive Private Contract P-752**

**Owner: Jay Lyndes**

**Engineer: WWC Engineering**

Prime Contractor: Askin Construction

Project: The project consisted of installation of 1,330 Lf of 8” water main, 30 each 1” water service installs, and 1,256 Lf of sanitary sewer main with 29 each 6” services. The project also consisted of full construction of the roadway.

Contract Value: \$506,403

Completed September of 2021

**Current & Ongoing Projects:**

**Owner: Crown Enterprises Inc, Prime Contractor Fisher Construction Group**

**Engineer: Stahly Engineering**

**Project Name: Crown Enterprise – Billings, MT**

Contract Value: \$1.15M

Estimated Completion Date: 5/22 Project 80% complete

**Owner: Great States Construction**

**Engineer: Sanderson Stewart**

**Project Name: Farmstead Apartments – Billings, MT**

Contract Value: \$4.4M

Estimated Completion Date: 5/8 Project 60% complete

**Owner: Highlands Apartments, LLC**

**Engineer: Performance Engineering**

**Project Name: Zimmerman Home Place Apartments – Billings, MT**

Contract Value: \$1.4M

Estimated Completion Date: 4/22 Project Start 2/22

**Owner: City of Billings**

**Engineer: City of Billings**

**Project: W.O. 21-11 Highwood Drive Reconstruction**

Contract Value: \$1.2M

Estimated Completion Date: 8/22 Project Start 5/22

**Contractor References:**

Fisher Sand & Gravel: Operations Manager - Jim Rahr (406)860-4766 [jrahr@fisherind.com](mailto:jrahr@fisherind.com)

MT Waterworks: Branch Manager - Kent Boos (406)294-4455 [kent.boos@dsgsupply.com](mailto:kent.boos@dsgsupply.com)

WWC Engineering: Billings Branch Manager – Greg Reid (406)799-1415 [greid@wwcengineering.com](mailto:greid@wwcengineering.com)

City of Billings: PUD Water Operations – Jeff Wagner (406)670-3977 [wagnerj@ci.billings.mt.us](mailto:wagnerj@ci.billings.mt.us)

City of Billings: City Engineer – Ken Ard (406)657-8235 [ardk@billingsmt.gov](mailto:ardk@billingsmt.gov)

If you need any further references or would like further information on our team, suppliers or related please let us know and once again, we look forward to working with you on this and other projects in the future.

Respectfully,

A handwritten signature in black ink, appearing to read "Justin Biehl". The signature is fluid and cursive, with a large loop at the end.

Justin Biehl  
Project Manager/Estimator



## Dennis Ross, PMP General Manager

### Education / Training

- B.S. in Civil Engineering  
UNLV
- PMP Certification #2177952
- Concrete Fundamentals  
Certified
- Hazhopper 40-Hour Certified
- OSHA 30 Certified
- CPR/First Aid Certified
- SWPPP Administrator-Montana
- Competent Person
- Confined Space
- Maintaining Asphalt  
Pavements – Certified
- Human Resource  
Management Series – Certified

### Contact

(406) 702-1097

3300 2<sup>nd</sup> Ave. N, Suite 3

Billings, MT 59101

dennisr@askinconstruction.com

### Profile

Dennis is a manager with a 25-year record of success overseeing all phases of many multi-million-dollar construction projects. He has been successful working with many different owners and engineers to achieve win-win outcomes.

### Experience

- Qualified Project Manager experienced in managing a variety of construction teams and projects.
- Effectively communicates between personnel, owners, engineers, subcontractors and regulatory agencies.
- Highly motivated to produce quality work on tight deadlines with safety top of mind.
- Qualified project scheduler.
- Experienced estimator on a variety of projects and sizes.
- Competent reading plans to ensure the work is completed according to the project specifications.
- Qualified in storm water discharge permitting and inspections.
- Scheduling of all subcontractors and material deliveries.

### Key Skills

- Highway Construction Projects
- Wet Utility Infrastructure Projects
- Large Storm Drain Systems
- Mass Excavation
- Budgeting & Cost Controls
- Estimating (HeavyBid)
- Scheduling (P6 & Project)
- Site Safety (OSHA/MSHA)
- QA/QC Management
- Mass Excavation

### Relevant Project Experience

- Lockwood Intake & Treatment Plant Improvements; Billings, MT; \$2.5M
- W.O. 17-01 Schedule 1, 24<sup>th</sup> Street Water Replacement Project; Billings, MT; \$1.8M
- Judith River Trestle (MDT Design-Build); Lewistown, MT; \$5M
- Duck Creek Detention Basin; Las Vegas, NV; \$15M
- Fort Apache Road Improvements (3,000 ft of 12x7 RCB); Las Vegas, NV; \$10M
- Buffalo Road Improvements (3,500 ft of 96" RCP); Las Vegas, NV; \$8M



## Justin Biehl

### Project Manager Estimator

#### Education / Training

- Dale Carnegie Leadership Training for Managers
- OSHA 30 Certified
- CPR/First Aid Certified
- SWPPP Administrator-Montana
- Competent Person
- Confined Space
- Site Health & Safety Plan

#### Contact

Office (406) 702-1097  
Cell (406) 855-0171

3300 2<sup>nd</sup> Ave. N, Suite 3

Billings, MT 59101

[justinb@askinconstruction.com](mailto:justinb@askinconstruction.com)

#### Profile

Justin has over twenty-two years of experience in heavy civil and commercial construction in the following positions: Project Manager, Estimator, Superintendent, Foreman, and Heavy Equipment Operator. This experience includes installing and managing multiple different projects but specializing in water, sewer, and storm sewer new construction and rehabilitation projects.

#### Experience

- Qualified Project Manager experienced in managing a variety of construction teams and projects.
- Effectively communicates between personnel, owners, engineers, subcontractors and regulatory agencies.
- Highly motivated to produce quality work on tight deadlines with safety top of mind.
- Qualified project scheduler.
- Experienced estimator on a variety of projects and sizes.
- Competent reading plans to ensure the work is completed according to the project specifications.
- Qualified in storm water discharge permitting and inspections.
- Scheduling of all subcontractors and material deliveries.

#### Key Skills

- Commercial Construction Projects
- Wet Utility Infrastructure Projects Rehab & New
- Large Storm Drain Systems
- Water & Sewer Treatment
- Budgeting & Cost Controls
- Estimating (HeavyBid, B2W)
- Scheduling (P6 & Project)
- Site Safety (OSHA/MSHA)
- QA/QC Management
- CIP Projects

#### Project Experience

- 8 - Sanitary Sewer & Rehabilitation Projects- Combined Total \$12M
- 5- Storm Drain New & Rehabilitation Projects – Combined Total \$6M
- 10- Water Rehabilitation Projects – Combined Total \$22M
- 12- New Subdivision Projects full utility packages – Combined Total \$14M



- Misc. Projects: Water & Sewer Plants, Lift/Booster Stations, Fill stations, Commercial projects (Site work & Utilities), Large Multi-Family Unit Projects utilities & site work.
- Completed Project Locations: Billings, Laurel, Lockwood, Roundup, Columbus, Musselshell, Livingston, Bozeman, Red Lodge, Hardin, Miles City, Lame Deer, and 3 Wyoming projects as well.



## Todd Sutherland Utilities Manager

### Education / Training

- OSHA 30 Certified
- CPR/First Aid Certified
- Competent Person
- Confined Space

### Contact

(406) 702-1097

3300 2<sup>nd</sup> Ave. N, Suite 3

Billings, MT 59101

todds@askincontruction.com

### Profile

Todd is a manager and superintendent with a 35-year record of success overseeing all phases of many complex underground construction projects. He has been successful working with many different owners and engineers in the Montana & Wyoming region.

### Experience

- Qualified Superintendent experienced in managing a variety of construction teams and projects.
- Effectively communicates between personnel, owners, engineers, subcontractors, and regulatory agencies.
- Highly motivated to produce quality work on tight deadlines with safety top of mind.
- Experienced estimator on a variety of projects and sizes.
- Competent reading plans to ensure the work is completed according to the project specifications.
- Scheduling of all subcontractors and material deliveries.

### Key Skills

- Pump Stations
- Dewatering
- Wet Utility Infrastructure Projects
- Large Storm Drain Systems
- Water Treatment Plants
- Lift Stations
- Cofferdams
- Mass Excavation
- Site Safety (OSHA/MSHA)
- QA/QC Management
- Wastewater Treatment Plants

### Relevant Project Experience

- Reserve Street Lift Station; Missoula, MT; \$800k
- Lockwood Intake & Treatment Plant Improvements; Billings, MT; \$2.5M
- W.O. 14-11 Water Reclamation Facility Nutrient Upgrade & Expansion; Billings, MT; \$9M
- Five Mile Lift Station; Billings, MT; \$2.1M

Livingston 6th & 7th Street Water - Reference Check  
2/14/2022

1.

Project: Legacy Subdivision - Phase 1  
Date: Completed June 2021  
Engineer: WWC Engineering - Greg Reid

Summary: I communicated with Greg via email regarding the reference for Askin on previous projects. His statement is below.

"We have actually worked with Askin on several other projects, other than the Legacy Subdivision Project as well. In our time working with them, their full range of services has made the process easier as it has been a single point of contact throughout the work. For example, they have the subsurface crews, concrete flatwork crews, curbing crew, asphalt crew, dirt crew, etc. A single point of contact and the 'internal' crews make it easier to address Field Orders as the project progresses. A good example of this was a project that involved a small storm pond in which the spillover point was located at the northeast corner. During the work, the grading was such that the northeast corner would have a 2-3' drop right after the spillover point and by moving the spillover point to the northwest corner, it tied at grade. The Askin Project Manager directed the dirt crew to do it and it was taken care of quickly." Greg Reid

2.

Project: W.O. 21-24 and SID 1416 Gleneagles Blvd.  
Date: 2021  
Engineer: City of Billings - Jeff Wagner PUD Water Operations

Summary: Jeff kept his review of Askin short but very shiny. He said that Justin, Dennis and Todd are trustworthy and experienced. The projects I mentioned were smooth and completed within the contract. Jeff said that Justin is a premier project manager who has done it all.



**GENERAL SERVICES AGREEMENT**

THIS GENERAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **THE CITY OF LIVINGSTON, MONTANA**, a municipal corporation and political subdivision of the state of Montana with its principal office located at 220 East Park Street, Livingston, MT 59047 (hereinafter referred to as the “City”), and **ASKIN CONSTRUCTION INC.**, an incorporated company with its principal place of business located at 3300 2<sup>nd</sup> Ave. N, Suite 3, Billings, MT 59101 (hereinafter referred to as the “Contractor”; and together with the City, the “Parties”).

RECITALS:

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

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

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Contractor agrees that all hiring will be on the basis of merit and qualifications and the Contractor will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- 3. SCOPE OF WORK/SERVICES. Contractor shall complete all work as specified or indicated in the construction plans and specifications herein. The Project for which the work shall be completed may be generally described as the “6<sup>th</sup> & 7<sup>th</sup> Street Water Project.”

4. **CONTRACT DOCUMENTS.** In addition to this Agreement, the contract documents shall consist of the Project Manual and all attachments and exhibits thereto, the Instructions to Bidder, bid, all issued addenda, drawings the specifications manual, bonds, and insurance certifications as required by the Instructions to Bidder and documents identified therein (the foregoing documents are collectively referred to in this Agreement as the “Contract Documents.”) The Contract Documents are collectively attached hereto and incorporated herein as Exhibit A.

5. **NATURE OF RELATIONSHIP.**

- a. The Contractor states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Contractor shall perform the Project as an independent contractor. The Parties agree that the City is only interested in the end result of said project, not in the method of performance, and as such, the Contractor has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Contractor shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
  
- b. The Contractor agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both State and Federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Contractor in performance of this Agreement.
  
- c. **The contractor agrees to follow the Montana Preference law for materials and labor as set forth in 18-1-102 and 18-2-403 MCA. For projects valued in excess of \$25,000.00, the contractor agrees to post the job site with the standard prevailing wage information, to pay his employees the standard prevailing wage as established by the Montana commissioner of Labor and/or the federal government and to maintain records thereof for three years.**

- d. The Contractor hereby states that it is either covered by Worker’s Compensation and Unemployment Insurance or has obtained an exemption from the Montana Department of Labor and Industry pursuant to Mont. Code Ann. §§ 39-71-401(3) and 39-51-204(2), as is evidenced by the certificates of insurance or exemption documents attached hereto and incorporated herein as Exhibit A. Any certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage.
  - e. The Contractor, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.
6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. The Contractor represents and warrants as follows:
- a. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
  - b. It has inspected the job site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work.
  - c. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, performance and furnishing the Services.
  - d. It has reviewed this Agreement and all exhibits hereto and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.
  - e. It will complete the Services in a workmanlike manner according to industry standards and practices.
  - f. It will not cause or permit any liens to be filed against City-owned property.

- 7. ADDITIONAL CONTRACTOR RESPONSIBILITIES. The Contractor shall:
  - a. Give employment preference to bona fide Montana residents in the performance of the work.
  - b. Pay the travel allowance in effect and applicable to the district in which the work is being performed.
  - c. Pay the standard prevailing rate of wages, including fringe benefits, in effect and applicable to the district in which the work is being performed as determined by the Montana Department of Labor and Industry. Information about such wages and fringe benefits must be posted at the job site. The prevailing wage and fringe benefits rates for the current year are attached hereto and incorporated herein as Exhibit C.
  - d. Retain records regarding its payment of the standard prevailing rate of wages, including fringe benefits, for a period of three (3) years after the Contractor's completion of work on the Project.
  
- 8. CITY'S RESPONSIBILITIES. The City shall:
  - a. Provide all of the information regarding any requirements under this Agreement in a timely fashion.
  - b. Provide access to City property and easements with respect to the performance of this Agreement
  
- 9. PAYMENT.
  - a. Subject to additions or deductions by change order, the Contractor shall perform his obligations under this agreement for the contract price **One Million Two Hundred Forty-Six Thousand Two Hundred sixty three and 00/100 (\$1,246,263.00)**. Pay estimates submitted by Contractor must first be approved by the City or its designee prior to payment. All bills shall be submitted fourteen (14) days before the regularly scheduled meeting of the City Commission to the Public Works Director at 330 Bennett Street, Livingston, Montana.
  - b. In connection with obtaining payment under this Agreement, Contractor agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure,

including but not limited to deadlines for submitting claims for approval and payment. The Contractor assumes responsibility for the late filing of a claim.

- c. In the event the Contractor seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Contractor must seek prior written authorization from the City before such expenditure is incurred. If the Contractor fails to obtain prior written authorization, the Contractor shall not be entitled to payment for the unauthorized work, materials or services.

10. TERMINATION.

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

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

Contractor. City, at its option, shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the City.

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

- a. Maintain a comprehensive public liability insurance policy, including automobile coverage, insuring against loss and for damages for personal injury or death and/or property loss, damage or destruction arising out of or in connection with the performance of this Agreement by the Contractor, its officers, agents and employees with the minimum liability limit of \$3,000,000.00 per claim and \$1,000,000.00 for each occurrence, as set forth in sections 5 of the bidding documents.
- b. Maintain workmen's compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.
- c. Make, execute, and deliver to the City a good a sufficient bond with a surety company licensed in Montana, as surety, conditioned that Contractor shall (i) faithfully perform all of the provisions of this Agreement, (ii) pay all laborers, mechanics, subcontractors, and material suppliers, and (iii) pay all persons who supply the Contractor or subcontractors with provisions, provender, material, or supplies for performing the work.

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

14. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
  
15. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
  
16. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Services and supersedes all prior agreements and understandings between the Parties with respect to the Services.
  
17. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.
  
18. CAPTIONS, HEADINGS, AND TITLES. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
  
19. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
  
20. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of an third party, including contractors,

subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the contractor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

- 21. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
- 22. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.
- 23. LIAISON. The designated liaison with the City is Shannon Holmes or Martha O'Rourke, both of whom can be reached at (406) 222-5667. The Contractor's liaison is Justin Biehl, who can be reached at (406) 702-1097.
- 24. GOVERNING LAW. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.
- 25. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.



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

**City of Livingston**

**Contractor** \_\_\_\_\_

\_\_\_\_\_  
**City Manager**

\_\_\_\_\_  
**Name:** \_\_\_\_\_

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

\_\_\_\_\_  
**Its:** \_\_\_\_\_

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

**[ Exhibit A ]**

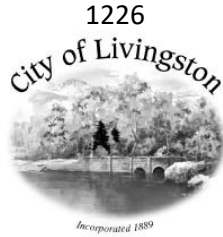
**[ Certificates of WC and UE Insurance or Exemptions ]**

**Exhibit B**

**[ Certificates of Insurance ]**

**File Attachments for Item:**

**C. RESOLUTION NO. 5021: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH TD&H ENGINEERING FOR ENGINEERING SERVICES FOR THE REGIONAL SEWER EXTENSION PROJECT, AUTHORIZATION TO EXECUTE THE AGREEMENT TO INCLUDE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY.**



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No: 5021

**Requested by:** Michael J. Kardoes, City Manager

**Date of First Consideration/Status:** 1 March 2022

**Purpose of Legislation:** Authorize the City Manager to sign a Professional Services Agreement with TD&H Engineering for engineering services for the Regional Sewer Extension Project, and authorize the City Manager to execute the Agreement to include the use of contingency funds as deemed necessary.

**Statutory Authority/Reference:** Budget Authority/Formal Contract

**Background:** The City Administration requested a proposal to perform engineering for the regional sewer main extension into Green Acres Subdivision and Montague Subdivision from TD&H Engineering. This study includes researching existing septic systems, topographic survey of existing utilities and easements, public involvement from residents, and alignment options for the sewer main extensions in a cost-effective manner. The Study will also research water main replacements and extensions within the Green Acres Subdivision. Negotiations on the scope and fees addressed in the proposal are finalized. The City Administration recommends approving the attached PSA.

**Staff Recommendation:** Approve the Professional Services Agreement. This Study will be paid for out of the Sewer Fund and be reimbursed once a SID is created for the project.

**Regulatory Impact (local):** N/A

**Attachments:**

- Proposal for Design Services
- Scope of Work and Fee Description
- Professional Services Agreement

**RESOLUTION NO. 5021**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES (PSA) AGREEMENT WITH TD&H ENGINEERING FOR ENGINEERING SERVICES FOR THE REGIONAL SEWER EXTENSION PROJECT, AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT TO INCLUDE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY.**

\*\*\*\*\*

**WHEREAS,** The City Administration requested a proposal to perform engineering for the regional sewer main extension into Green Acres Subdivision and Montague Subdivision from TD&H Engineering. This study includes researching existing septic systems, a topographic survey of existing utilities and easements, public involvement from residents, and alignment options for the sewer main extensions in a cost-effective manner. The Study will also research water main replacements and extensions within the Green Acres Subdivision; and

**WHEREAS,** TD&H’s design proposal is identified in the ARPA application and will include a new sewer main extension of 8” collection mains within the subdivision street networks and a 10” transmission main in Maple Street. The design scope includes extending sanitary sewer services to property lines. A portion of this sewer main improvement project is identified in the 2019 Livingston Collection System PER as Alternative 7, Priority 7 (Green Acres Subdivision); and

**WHEREAS,** Funding for the project will be paid out of the Sewer Fund and reimbursed upon completion of a Special Improvement District (SID); and

**WHEREAS,** City Administration finalized negotiations on the scope and fees for services totaling \$165,000.00 which is attached hereto and incorporated herein as “Exhibit A” ; and

**WHEREAS,** City staff and administration recommend approving the agreement with TD&H Engineering for the engineering of the regional sewer main extension into Green Acres Subdivision and Montague Subdivision.

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

On behalf of the City of Livingston, the City Manager is hereby authorized to enter into the Professional Services Agreement with TD&H Engineering, Inc. for the Regional Sewer Extension Project.

**APPROVED AND ADOPTED**, by the City Commission of the City of Livingston, this 1st day of March, 2022.

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**MELISSA NOOTZ, Chair**

**ATTEST:**

**APPROVED TO AS FORM:**

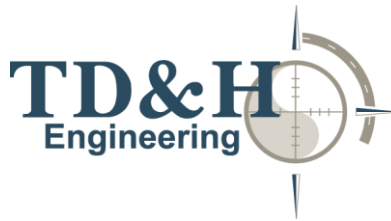
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**FAITH KINNICK,  
Recording Secretary**

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**COURTNEY LAWELLIN,  
City Attorney**

234 East Babcock Street  
Suite 3  
Bozeman, MT 59715



406.586.0277  
tdhengineering.com

February 14, 2022

Mr. Shannon Holmes – Public Works Director  
City of Livingston  
330 Bennett Street  
Livingston, MT 59047  
Email: [Sholmes@livingstonmontana.org](mailto:Sholmes@livingstonmontana.org)

**RE: PROPOSAL TO PROVIDE ENGINEERING SERVICES FOR THE REGIONAL SEWER EXTENSION PROJECT. LIVINGSTON, MONTANA**

Dear Shannon,

Thank you for the opportunity to present this proposal to provide engineering services for the project referenced above. We understand the project consists of a sewer main extension located in Green Acres and Montague Subdivisions. We anticipate realizing efficiency in design, bidding and construction based on the previous years’ project experience in Livingston. The benefit of the efficiency is directly reflected in the costs for services. Our proposed services are outlined on Exhibit A - Scope and Fee Description.

TD&H proposes to complete the tasks identified in the Scope of Work on a time and materials (T&M) basis. The task-based services fee structure for this project is appropriate based on the nature and scope of this time sensitive project. The T&M strategy accounts for varying levels of participation with the residents and agencies (ARPA) during the process and realizing efficiencies and deductive scoping during design.

**Our estimated fee to complete the services identified in Exhibit A \$165,000 (hourly).**

At this time, our fee proposal excludes providing additional services outside of those specifically noted on Exhibit A. We have not included any involvement during construction (construction staking, inspection, testing, submittal reviews, construction RFI responses, etc.).

We have the capability of performing all the construction administration services and can provide you with a separate proposal outlining our fee to complete the needed tasks at your request.



## ACCEPTANCE

If you wish to modify this scope of work, please contact us at your earliest convenience to discuss how we can best meet your needs. If you find this proposal acceptable, please notify us in writing and we can begin to schedule the work. We would be happy to execute a general services agreement for the design of this project as well.

Thank you for the opportunity to submit this proposal. We appreciate your confidence in our firm and we look forward to working with you on this project.

Sincerely,

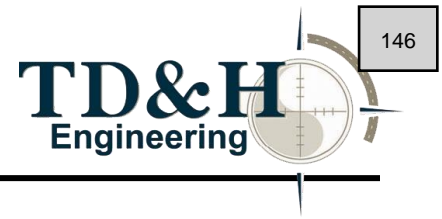
**Matt McGee PE**  
Project Manager  
**TD&H ENGINEERING**

J:\2015\B15-081 City of Livingston On-Call Engineering SERVICES\055 GREEN ACRES SEWER STUDY\DOCUMENTS\CONTRACTS\REGIONAL SEWER EXTENSION DESIGN\CITY OF LIVINGSTON REGIONAL SEWER EXTENSION DESIGN PROPOSAL LETTER.DOC



# **EXHIBIT A - SCOPE AND FEE DESCRIPTION**

**City of Livingston Regional Sewer Extension  
February 2022**



## **SCOPE OF SERVICES**

### **1. CIVIL SCOPE OF SERVICE**

#### **A. City of Livingston Sewer Main Extension Design**

We understand that our scope of work includes topographical survey, CAD design work to create construction plans, submitting design to DEQ for approval, and bidding services for a regional sewer extension. We have recently completed the Green Acres Study to analyze extending sewer to the development and evaluate which alignment is preferred by residents. We have also supported the City on the second round of ARPA competitive grant funding for the comprehensive regional sewer extension. We understand the limits of this project and we have attached the conceptual map for reference.

The project includes extending sewer from existing City infrastructure to serve the Green Acres and Montague Subdivisions. The project limits created for the ARPA competitive application are shown on the attached map. The final sewer main alignments in Montague Subdivision are subject to change and will be determined with the City based on survey information during preliminary design. The design includes new sewer main extension of 8" collection mains within the subdivision street networks and a 10" transmission main in Maple Street. Our design scope includes extending sanitary sewer services to property lines.

A portion of this sewer main improvement project is identified in the 2019 Livingston Collection System PER as Alternative 7, Priority 7 (Green Acres Subdivision).

#### **B. Civil Project Documents**

Our project documents scope of work includes plans, specifications and a design report addressing sewer improvements.

##### **1. Topographic Survey**

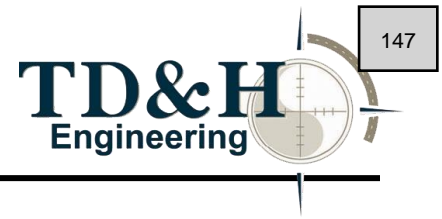
TD&H will survey the project extents. A portion of the project within Green Acres was surveyed during the sewer study. We will coordinate with the City and remaining property owners during the field work. There is a significant amount of survey work remaining on this project to define property boundaries and complete topographic survey to facilitate the sewer extension design.

##### **2. Engineering**

TD&H will design the sewer main extension for the location identified in the ARPA application and shown on the attached conceptual map. At this time, material quantities are estimated due to not having topographic survey information for the entire project limits. Components of design include:

# **EXHIBIT A - SCOPE AND FEE DESCRIPTION**

**City of Livingston Regional Sewer Extension  
February 2022**



- Construction Drawings - Complete Approximately 12,000 LF of Sewer Main Extension Design.
- Design Report & DEQ Submittal (including review fees).
- Prepare Specifications and Bid Documents.
- Engineer's Estimate of Probable Construction Costs.
- Support the City with coordination and creation of an SID.
- Public meetings during design to remain transparent and communicate the project to residents.

### 3. Agency Coordination

Meetings and coordination with ARPA will be ongoing during design and bidding for this project to maintain communication and meet funding requirements. We have included some time in our scope to support the City with agency coordination/grant administration for this phase of the project but we assume the City will lead the funding effort.

### 4. Project Bidding

After receiving DEQ approval, TD&H will finish preparing bidding documents, lead a pre-bid meeting, field bidding questions and issue addenda as necessary, and facilitate the bid opening. TD&H will then review the bids for conformance with the specifications and make a formal recommendation for award of the contract.

### Assumptions and Exclusions

- Our design fee does include improvements to the water system in Green Acres. It is anticipated that these improvements will be bid under a separate schedule to keep the costs separate from the sewer main extension SID.
- We do not anticipate other utility improvements design (e.g. improvements to storm drainage or streets adjacent to the project site).
- We understand that the City intends to have the design completed this spring/summer including DEQ approval in anticipation of a fall/early winter bid advertisement period. The schedule and budget assume we will be allowed to complete a certified checklist for the sewer extension and that the City will provide a capacity letter for the future service.
- We have not included extensive time to complete permitting for outside agencies such as MDT or MRL.
- We have not included construction staking, materials testing, or construction inspection. We can perform these services and can provide a scope and fee estimate once the project is finalized and the construction schedule is known.
- Based on preliminary sewer main alignments, we do not anticipate the need for easement work during this project.
- Private sewer service connections are not in the scope of this design. TD&H will design the sewer service to each property line being served.

# **EXHIBIT A - SCOPE AND FEE DESCRIPTION**

**City of Livingston Regional Sewer Extension  
February 2022**



## **SCHEDULE AND FEE**

### **1. CIVIL SCHEDULE**

Based on our current schedule, we expect to begin work on this project immediately or when the weather is cooperative for a topographic survey. The design schedule will be coordinated with the City upon approval of this proposal but the general project schedule was outlined in the Green Acres Sewer Study and is appropriate based on the scope of work.

TD&H proposes to complete the above tasks on a time and materials basis. The task-based services fee structure is appropriate based on the nature and scope of this time sensitive project. The design and specifications will meet standards for utility contractors and requirements for DEQ approval.

The current total project cost is estimated at \$3,339,000, which is included in the attached Conceptual Project Cost Estimate. Generally, engineering design services account for approximately 8-10% of the total project cost. However, given the scale and scope of this project in combination with the completed Green Acres Sewer Study work, TD&H is comfortable with the design fee being reduced to 5% of the total project. Based on our local knowledge and familiarity with this project, we feel it is reasonable to anticipate some significant efficiencies during design to save the City and affected residents money.

<b>Schedule of Hourly Fees</b>		
<b>Task #</b>	<b>Description</b>	<b>Fee</b>
1	Topographic Survey	\$35,000
2	Engineering	\$90,000
3	Agency Coordination	\$20,000
4	Project Bidding	\$20,000
	<b>TOTAL</b>	<b>\$165,000</b>

**ATTACHMENTS:      Conceptual Project Map  
                             Conceptual Project Cost Estimate**

**File Attachments for Item:**

**D. RESOLUTION NO. 5022: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH TD&H ENGINEERING FOR ENGINEERING SERVICES FOR THE STORM-WATER PRELIMINARY ENGINEERING REPORT, AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT TO INCLUDE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY.**



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No: 5022

**Requested by:** Michael J. Kardoes, City Manager

**Date of First Consideration/Status:** 1 March 2022

**Purpose of Legislation:** Authorize the City Manager to sign a Professional Services Agreement with TD&H Engineering for engineering services for the Storm Water Preliminary Engineering Report, and authorize the City Manager to execute the Agreement.

**Statutory Authority/Reference:** Budget Authority/Formal Contract

**Background:** The City Administration requested a proposal for engineering services for a Storm Water Preliminary Engineering Report from the contracted City Engineer, TD&H Engineering. Negotiations on the scope and fees addressed in the proposal are finalized. The City Administration recommends approving the attached PSA.

**Staff Recommendation:** Approve the Professional Services Agreement

**Regulatory Impact (local):** N/A

**Attachments:**

Proposal for Engineering Services for a Storm Water Preliminary Engineering Report  
Professional Services Agreement

**RESOLUTION NO. 5022**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH TD&H ENGINEERING FOR THE STORM WATER PRELIMINARY ENGINEERING REPORT (PER), AND AUTHORIZATION TO EXECUTE THE AGREEMENT.**

\*\*\*\*\*

**WHEREAS,** The City of Livingston requested a proposal for engineering services for a Storm Water Preliminary Engineering Report from TD&H, the contracted City Engineer; to identify infrastructure deficiencies and recommend improvements to critical collection infrastructure. The Storm Water PER will become a critical tool for grant applications and long-term Storm Water infrastructure improvement planning for years to come.

**WHEREAS,** TD&H Engineering has provided a proposal to provide engineering services for the Storm Water PER attached hereto and incorporated within as “Exhibit A”; and

**WHEREAS,** TD&H Engineering provided the attached Scope of Services, defining the parties relationship and responsibilities attached hereto and incorporated within as “Exhibit B” ; and

**WHEREAS,** City administration recommends approving the attached PSA.

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

On behalf of the City of Livingston, the City Manager is hereby authorized to enter into the Professional Services Agreement with TD&H Engineering, Inc. for the Storm Water Preliminary Engineering Report.

**APPROVED AND ADOPTED,** by the City Commission of the City of Livingston, this 1st day of March, 2022.

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**MELISSA NOOTZ, Chair**

**ATTEST:**

**APPROVED TO AS FORM:**

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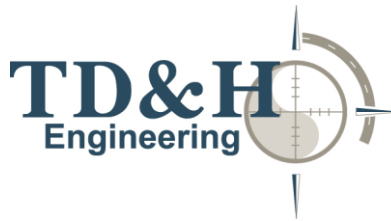
**FAITH KINNICK,  
Recording Secretary**

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**COURTNEY LAWELLIN,  
City Attorney**



234 East Babcock Street  
Suite 3  
Bozeman, MT 59715



406.586.0277  
tdhengineering.com

February 15, 2022

Mr. Shannon Holmes – Public Works Director  
City of Livingston  
330 Bennett Street  
Livingston, MT 59047  
Email: [Sholmes@livingstonmontana.org](mailto:Sholmes@livingstonmontana.org)

**RE: PROPOSAL TO PROVIDE ENGINEERING SERVICES FOR  
A STORM WATER PRELIMINARY ENGINEERING REPORT  
LIVINGSTON, MONTANA**

Dear Shannon,

Thank you for the opportunity to present this proposal to provide engineering services for the project referenced above. We understand the project consists of completing a comprehensive storm water Preliminary Engineering Report (PER) that will strongly support applications to all available funding sources, ultimately resulting in implementation of critical infrastructure improvements. Our long-standing relationship with the City has provided our team beneficial technical and local experience to improve our client service as the City continues proactively upgrading aging public utilities. Our proposed services are outlined on Exhibit A - Scope and Fee Description.

TD&H proposes to complete the tasks identified in the Scope of Work on a time and materials (T&M) basis.

**Our estimated fee to complete the services identified in Exhibit A is \$33,000 (hourly).**

At this time, our fee proposal excludes providing additional services outside of those specifically noted on Exhibit A.

**ACCEPTANCE**

If you wish to modify this scope of work, please contact us at your earliest convenience to discuss how we can best meet your needs. If you find this proposal acceptable, please notify us in writing and we can begin to schedule the work. We would be happy to execute a general services agreement for the design of this project as well.

Thank you for the opportunity to submit this proposal. We appreciate your confidence in our firm and we look forward to working with you on this project.

Sincerely,



**Matt McGee PE**  
Project Manager  
**TD&H ENGINEERING**

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## **SCOPE OF SERVICES**

### **1. CIVIL SCOPE OF SERVICE**

#### **A. Storm Water PER**

The primary objective of the PER will be to identify infrastructure deficiencies and recommend improvements to critical collection infrastructure. Considerations will be made for future treatment options and becoming a public utility. The planning effort will utilize the 2018 Livingston Storm Drainage Study as a baseline for information on the existing system and modeled deficiencies. The PER will become a critical tool for grant applications and long-term storm water infrastructure improvement planning for years to come. The document will be provided in standard PER format.

#### **Planning**

Planning phase decisions often have more impact on construction costs than at any other time in the project. Well-executed projects occur when the team invests the initial effort to prepare a clear and concise road map towards addressing the critical issues with appropriate solutions. Input from Public Works staff and City Commission is crucial to ensure that the projects and solutions selected are consistent with the City's goals and meets Livingston's expectations. Key questions must be addressed as part of the planning effort to clearly define project goals. Our approach highlights essential questions and identifies how our team will address each, resulting in upgrades/improvements that comply with the near- and long-term goals outlined in the PER, ultimately ensuring that the upgrades/improvements are addressed in a cost-effective manner while positioning the City of Livingston to meet future requirements as they grow.

Typical PER workflow moves from establishing design criteria to alternative evaluations to alternative comparison and finally into recommendations and implementation. These phases of the PER are detailed below.

#### **Establish Design Criteria**

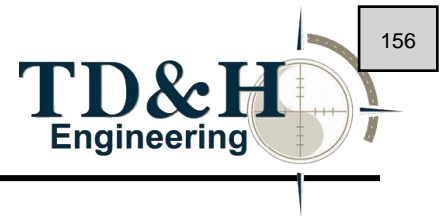
- Review existing documents
- Update storm water mapping
- Perform investigation of existing facilities
- Identify deficiencies
- Verify design conditions
- Contact funding agencies and regulatory groups

#### **Alternative Evaluations**

- Storm water distribution system needs and improvements
- Storm water treatment options
- Storm water storage options

# **EXHIBIT A - SCOPE AND FEE DESCRIPTION**

**Livingston Storm Water PER  
February 2022**



## Alternative Comparison

- Capital costs
- Operating costs
- Non-monetary factors
- Risk
- Operational complexity
- Environmental/regulatory factors
- Public support and City input

## Recommendations and Implementation

- Project cost
- Phasing and prioritization
- Financial strategy
- Implementation schedule

To initiate the project, TD&H proposes a kickoff meeting with the City to confirm our project understanding with City staff. This allows everyone on the team to review the project scope, budget and schedule and determine milestones to maintain project deadlines.

We see the data collection and analysis phase of this project to be a mixture of review and implementation of the existing storm drainage study and updating any identified deficiencies in the system since 2018. Site visits and survey are not anticipated but that work can be completed if it is found to be necessary for alternative evaluation and comparison. We believe that the storm water system has not changed drastically since the existing study was finalized in 2018 and that the existing hydraulic model will be generally acceptable for use in this PER. TD&H will update the storm water infrastructure mapping for this planning document.

Public meetings are imperative to keep the community of Livingston informed of its storm water infrastructure needs, proposed projects, and potential impacts to the future user rates. TD&H, in conjunction with City staff, will perform at least two public meetings to educate the public on the PER, the PER process and potential funding opportunities in the future. Depending on the funding sources utilized for the PER, additional public meetings may be required. The PER, project alternatives, user rate impacts, and environmental considerations will be presented in accordance with the traditional funding source requirements.

Finally, the task of establishing capital and present worth costs in the current climate. One of the most difficult tasks of the professional engineer in recent years and months has been forecasting construction costs. Unprecedented fluctuations in material costs and escalation have created challenges to predicting construction costs even in the short term. Unlike historical inflationary factors, this escalation has not been uniform across the construction industry. Many of the basic materials that support public infrastructure construction (plastic pipe, copper wire, concrete ready-mix, mechanical equipment) have been most susceptible to these fluctuations. The Covid-19 pandemic and severe weather events have caused disruptions in the construction market and will likely continue to do so for the next few years.

# **EXHIBIT A - SCOPE AND FEE DESCRIPTION**

**Livingston Storm Water PER  
February 2022**



## Assumptions and Exclusions

- Planning services excludes design and construction services.
- Planning services excludes funding application and procurement, grant and loan administration. TD&H is capable and willing to provide proposals for these services when the time is appropriate.
- The Owner shall participate in the definition and selection of the alternatives to be evaluated during this project.
- All work performed shall be directly supervised by a licensed professional engineer in the State of Montana. The PER shall bear the seal of the supervising engineer. The supervising engineer and/or designated staff of engineer shall communicate regularly with the owner's point of contact and with funding and regulatory agency personnel to ensure project efficiency and to receive all pertinent input. Engineer shall maintain meeting minutes and phone mail logs of all project communications.
- The PER shall meet all requirements for the design of storm water facilities as defined in the latest edition of the Montana Department of Environmental Quality Circular DEQ-8, Design Standards for Subdivision Storm Water Drainage.

## **SCHEDULE AND FEE**

Based on our current schedule, we expect to begin work on this project immediately. The project schedule will be closely coordinated with you upon approval of this proposal as discussed above. The following is our proposed schedule of major tasks and milestones. We anticipate completing the PER by end of July 2022.

### **Anticipated project schedule:**

Kickoff Meeting	March 2022
Data review and Analysis	March 2022
Develop PER	April-May 2022
Public Hearings and Finalize PER	June-July 2022

<b>Schedule of Hourly Fees</b>		
<b>Task #</b>	<b>Description</b>	<b>Fee</b>
1	Storm Water PER	\$30,000
	<b>10% Contingency</b>	<b>\$3,000</b>
	<b>TOTAL</b>	<b>\$33,000</b>

TD&H proposes to complete the above tasks on a time and materials basis.

**PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 330 Bennett Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and THOMAS, DEAN & HOSKINS, INC., a Montana corporation with its principal office located at 1800 River Drive North, Great Falls, Montana (hereinafter referred to as the “Engineer”; and together with the City, the “Parties”).

RECITALS:

- A. The City desires to complete the project commonly known as the Storm Water Preliminary Engineering Report (the “Project”), which Project requires certain Civil Engineering Consultant services to be performed in connection therewith.
- B. In 2019, the City advertised for Professional Engineering Services using Montana quality based consultant selection procedures, selected TD&H Engineering, and entered into a Professional Services Agreement (the “July 2019 Agreement”) whereby the Engineer agreed to perform Miscellaneous and Tasked Based services for the City.
- C. The City now desires to engage Engineer to perform such Task Based professional engineering services in the form of the Storm Water Preliminary Engineering Report and the Engineer desires to perform the services, all according to the terms and conditions set forth below.
- D. The Engineer is engaged in the business of professional engineering, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform for the Project and is ready, willing and able to undertake and perform the same under the terms and conditions contained in this Agreement.

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

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.

2. PURPOSE AND SCOPE OF SERVICES. City agrees to retain Engineer to perform all services and comply with all obligations specified or indicated in **Exhibit A**, which is attached hereto and incorporated herein as if fully set forth in this Paragraph 2, and as set forth and described in the Standard General Conditions of the General Services Agreement the City entered into. (the services described in this Paragraph 2 shall be collectively referred to hereinafter as the “Services”).
  
3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Engineer agrees that all hiring will be on the basis of merit and qualifications and that the Engineer will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
  
4. NATURE OF RELATIONSHIP.
  - a. The Engineer states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Engineer shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Engineer has been and will continue to be free from the control or direction of the City in the performance of this Agreement.
  
  - b. Engineer shall not be considered an employee of the City for purposes of tax, retirement system, or social security, FICA withholding, or for any other purpose. Engineers are not subject to the terms and provisions of the City’s personnel policies and may not be considered a City employee for workers’ compensation or any other purpose.
  
  - c. The Engineer shall not be deemed, by virtue of this Agreement, nor the performance thereof, to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
  
  - d. The Engineer, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.

- e. Engineer shall furnish all labor, materials, supplies and incidentals necessary to conduct and complete the Services.

5. ENGINEER'S REPRESENTATIONS AND WARRANTIES. The Engineer represents and warrants as follows:

- a. It and its employees are licensed by the State of Montana as engineers and agree to perform the Services in a professional manner according to the standards of care, skill, knowledge, and diligence, normally exercised by a professional engineer and in accordance with sound engineering and construction management practices. In the event any service is found to be out of conformance with the foregoing standards, the Engineer, at its own expense, shall make such changes, modifications or additions as are necessary to remedy the deficiency.
- b. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
- c. It will comply with all applicable laws, rules, ordinances, and regulations, adopted or promulgated by any governmental agency or regulatory body, whether State, federal or local, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for itself or for any employees engaged by the Engineer in performance of this Agreement.
- d. It will comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71 of the Montana Code Annotated, and the Occupational Disease Act of Montana, Title 39, Chapter 71 of the Montana Code Annotated, and shall maintain workers' compensation coverage for all members and employees of the Engineer, except for those members who are exempted by law. Engineer shall furnish copies showing proof of workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana or proof of exemption from workers' compensation granted by law for independent contractors, including subcontractors. Proofs of coverage are collectively attached to this Agreement as Exhibit B.



- e. It has reviewed the project and this Agreement and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City, or its officers, employees, or agents.

6. PAYMENT.

- a. For the satisfactory completion of the Services, the City will pay the Engineer a sum not to exceed \$33,000. Each specific service the Engineer provides under this Agreement, and the maximum amount the City will pay the Engineer for each, is set forth in Exhibit A.
- b. The Engineer may submit monthly requests for payment based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed.
- c. In connection with obtaining payment under this Agreement, Engineer agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Engineer assumes responsibility for the late filing of a claim.
- d. In the event the Engineer seeks payment or compensation for work, materials, or services not included in this Agreement, and the exhibits hereto, the Engineer must seek prior written authorization from the City before such expenditure is incurred. If the Engineer fails to obtain prior written authorization, the Engineer shall not be entitled to payment for the unauthorized work, materials or services.

7. TERMINATION OF THIS AGREEMENT. The City reserves the right to terminate this Agreement for any and all causes, or for its convenience, at any time upon thirty (30) days written notice to the Engineer. If termination is effected by the City for default, an equitable adjustment in the fee shall be made, but no amount shall be allowed for anticipated profit or unperformed services. If termination is effected by the City for reasons of convenience, an equitable adjustment in the fee shall be made, including reasonable profit. The equitable adjustment for any termination shall provide for payment to the Engineer for services rendered and expenses incurred prior to the termination. Upon termination, the Engineer will cease work and deliver to the City all data, design drawings,

specifications, reports, estimates, summaries, and such other information and material accumulated by the Engineer in performing this Agreement whether completed or in progress.

8. OWNERSHIP AND PUBLICATION OF MATERIALS. All documents, design drawings, data, specifications, reports, estimates, and such other information and material accumulated or prepared as a result of this Agreement are the property of the City, and the City shall have exclusive and unrestricted authority to release, publish, or otherwise use, in whole or in part, information relating thereto. Any use without written verification or adaptation by the Engineer for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Engineer.
  
9. INDEMNIFICATION AND HOLD HARMLESS. This paragraph applies to claims brought by third parties against Engineer or City. The Engineer waives any and all claims and recourse against the City, its officers, agents or employees, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the Engineer's performance of this Agreement, except for liability arising out of concurrent or sole negligence or wrongdoing of the City or its officers, agents or employees. Further, the Engineer will indemnify and hold harmless, the City, its officers, employees and agents against any and all claims, demands, damages, costs, expenses or liability arising out of the Engineer's negligence or wrongdoing in the performance of this Agreement.
  
10. INSURANCE. In addition to any other insurance which Engineer may choose to carry, the Engineer shall, at its sole expense, maintain in effect during the performance of this Agreement all of the following insurance: (a) workers' compensation as required by state law; (b) comprehensive commercial general liability insurance, including personal injury liability, automobile, blanket contractual liability and broad-form property damage liability coverage with a single limit of \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$5,000,000 excess/umbrella liability; (c) professional liability with a limit of \$1,000,000 per claim and \$1,500,000 aggregate made against Engineer for errors or omissions in the performance of this Agreement. Engineer's certificates of insurance are attached hereto and incorporated herein as **Exhibit B**. Any certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage.
  
11. CONFLICT OF INTEREST. The Engineer covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any

manner or degree with the performance of the Services. The Engineer further covenants that, in performing this Agreement, it will employ no person who has any such interest.

12. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
13. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
14. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
15. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Project and supersedes all prior agreements and understandings between the Parties with respect to the Project.
16. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
17. TIME IS OF THE ESSENCE. Time is of the essence in performance of this Agreement.

TD&H will provide the City a draft report of the study by June 1<sup>st</sup>, 2022.

18. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
  
19. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of a third party. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the Engineer from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.
  
20. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
  
21. LIAISON. The designated liaisons with the City are Shannon Holmes and Martha O'Rourke, both of whom can be reached at (406) 222-5667. The Engineer's liaison is Matt McGee, P.E. who can be reached at (406) 586-0277.
  
22. ATTORNEY FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.
  
23. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

*[Remainder of page intentionally left blank]*

*[Signatures on following page]*

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

**CITY OF LIVINGSTON**

**THOMAS, DEAN & HOSKINS, INC.,  
A Montana corporation**

\_\_\_\_\_  
**Michael J. Kardoes**

\_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

**[ Exhibit A ]**

**[ Scope of Services & Rate Schedule]**

[ Exhibit B ]

[ Certificates of Insurance ]



**File Attachments for Item:**

**E. JOINT RESOLUTION NO. 2022-01: A JOINT LOAN RESOLUTION OF THE CITY OF LIVINGSTON, AND PARK COUNTY, MONTANA, APPROVING A LOAN IN THE AMOUNT OF \$50,000.00, TOGETHER WITH INTEREST THEREON AT THE RATE OF 1.625 PER ANNUM ON THE UNPAID BALANCE OF THE PRINCIPAL UNTIL PAID, FROM THE AERONAUTICS DIVISION OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF MONTANA TO THE CITY OF LIVINGSTON, MONTANA, AND COUNTY OF PARK MONTANA, FOR THE PURPOSE OF CONSTRUCTION OF TAXIWAYS AT MISSION FIELD AIRPORT, IN LIVINGSTON MONTANA, PROVIDING FOR THE REPAYMENT OF THE LOAN TERMS THEREOF.**

**JOINT RESOLUTION NO. 2022-01**

**A JOINT LOAN RESOLUTION OF THE CITY OF LIVINGSTON, AND PARK COUNTY, MONTANA, APPROVING A LOAN IN THE AMOUNT OF \$50,000.00, TOGETHER WITH INTEREST THEREON AT THE RATE OF 1.625 PER ANNUM ON THE UNPAID BALANCE OF THE PRINCIPAL UNTIL PAID, FROM THE AERONAUTICS DIVISION OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF MONTANA TO THE CITY OF LIVINGSTON, MONTANA, AND COUNTY OF PARK MONTANA, FOR THE PURPOSE OF CONSTRUCTION OF TAXIWAYS AT MISSION FIELD AIRPORT, IN LIVINGSTON MONTANA, PROVIDING FOR THE REPAYMENT OF THE LOAN TERMS THEREOF.**

\*\*\*\*\*

**WHEREAS**, the City of Livingston, and Park County, herein known as the “SPONSOR”, has approval from the Aeronautics Division of the Department of Transportation of the State of Montana, hereafter known as the “Division”, for a loan of State funds in the amount of \$50,000.00 together with interest thereon at the rate of 1.625 per annum of the unpaid balance of the principal until paid, for the purpose of Airport Improvements as described above; and

**WHEREAS**, the Division has prescribed the terms and conditions under which the loan is to be repaid, to wit: Said sum of \$50,000. together with interest thereon at the rate of 1.625 per annum on the unpaid balance of the principal until paid, must be repaid to the Division, in annual installments in such payment amounts in accordance with the schedule of repayments as set forth in the repayment schedule attached hereto and marked EXHIBIT “A”; and

**WHEREAS**, the Sponsor accepts such Division monies and agrees to expend same upon such terms and conditions as are prescribed by the Division, and in accordance with the Airport aid Application Section Four (Representations) and Section Three (Sponsor Assurances) and by this reference incorporated herein as though fully set forth.

**NOW THEREFORE BE IT RESOLVED**, by the City Commission of the City of Livingston, and Park County Commission, known herein as Sponsor, as follows:

- 1) SPONSOR, hereby agrees to receive and expend such loan totaling \$50,000 for the improvements of the Mission Field Airport, located in Livingston, Montana, in the manner and form applied for, and as approved by the
- 2) That in consideration of said loan, that Sponsor, hereby obligates itself during the period of time as set forth in Exhibit "A", to repay to the Division, the loan of \$50,000.00, together with interest thereon at the rate of 1.625 per annum on the unpaid balance of the principal until paid, in annual installments in accordance with Exhibit "A". The first of said payments, in the amount as stated in Exhibit "A" will be made on or before the date set forth in Exhibit "A", in the full amount of the loan together with interest as aforesaid; and
- 3) The Sponsor shall have the right of prepayment of the principal and interest of the loan, or any part thereof, without penalty, at any time. Any prepayment shall be applied first to the interest then accrued at the time of payment and the balance of the payment shall be applied to the principal balance of the loan at the time of prepayment. Any prepayment of principal shall accordingly reduce the amount of interest to be paid on the loan. The prepayment shall not relieve the sponsor from making the next succeeding payment installment or installment when due until the total balance of the loan is paid in full.; and
- 4) Sponsor, in consideration of Said loan does hereby obligate itself to include within its budget for the period of time during which loan is to be repaid, sufficient funds to pay and discharge loan together with interest thereon in the amount as stated in Exhibit "A".

Unanimously passed and approved by the City Commission of the City of Livingston, this \_\_\_\_\_ day of March, 2022.

\_\_\_\_\_  
**MELISSA NOOTZ, Chair**  
**Livingston City Commission**

**ATTEST:**

**APPROVED TO AS FORM:**

\_\_\_\_\_  
**FAITH KINNICK, Recording Secretary**    **COURTNEY LAWELLIN, City Attorney**

Unanimously passed and approved by the Park County Commission this \_\_\_\_\_ day of February, 2022.

\_\_\_\_\_  
STEVE CALDWELL, Chair

ATTEST:

APPROVED TO AS FORM:

\_\_\_\_\_  
MARITZA REDDINGTON  
Park County Clerk and Recorder

\_\_\_\_\_  
SHANNAN PICCOLO  
Chief Deputy Park County Attorney

JOINT RESOLUTION

A JOINT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PARK COUNTY, MONTANA, AND THE CITY COUNCIL OF THE CITY OF LIVINGSTON, MONTANA, PERTAINING TO JOINT AIRPORTS AND LANDING FIELDS, CONTINUING A JOINT BOARD OR BODY FOR THE PLANNING, ACQUISITION, ESTABLISHMENT, DEVELOPMENT, CONSTRUCTION, ENLARGEMENT, IMPROVEMENT, MAINTENANCE, EQUIPMENT, OPERATION, REGULATION, PROTECTION AND POLICING OF SUCH JOINT AIRPORTS OR LANDING FIELDS AND DEFINING THE POWERS AND DUTIES OF SAID JOINT BOARD.

BE IT RESOLVED by the Board of County Commissioners of Park County, Montana, and the City Council of the City of Livingston, Montana, acting jointly, as follows:

1. That the planning acquisition, establishment, development, construction, enlargement, improvement, maintenance, equipment, operation, regulation, protection, and policing of the Airports and Landing Fields of Park County, excluding private airports and landing strips, be and the same are hereby declared to be a joint venture between the County of Park, State of Montana, and the City of Livingston.
2. There is hereby continued in existence that certain board heretofore created known as "City/County Joint Airport Board," to continue to have, and which shall have jurisdiction over the planning, acquiring, establishment, development, construction, enlargement, improvement, maintenance, equipment, operation, regulation, protection and policing of joint airports or landing fields or other air navigation facilities established, owned or controlled, or to be established, owned or controlled by the County and City, and which shall have, as well, jurisdiction over airport hazards as authorized by Title 67, Chapter 10, MCA.
3. Said Joint Airport Board shall consist of Five (5) members, residents of said Park County, Montana, Two (2) members thereof to be appointed by the Board of County Commissioners of Park County, and Two (2) members thereof to be appointed by the City Council of the City of Livingston, Montana, and the Fifth (5th) member to be selected by a majority of the other Four (4) members, whose appointment shall be made by the joint action of the Board of County Commissioners of Park County, Montana and the City Council of the City of Livingston, Montana. Each member of said Joint Airport Board shall be appointed for a term of Four (4) years

from the expiration of the term of the member whom such appointee is to succeed. Each member of said Joint Airport Board shall hold office until his successor is appointed and qualified.

Expense claims of board members shall be itemized showing in detail how, and for what the claim accrued, and shall be subscribed and sworn to by the claimant, as are other claims against the County and City. Such claims must be approved in writing by a majority of the Joint Airport Board, filed with the secretary of the Joint Airport Board, entered in the minutes, and paid as are other claims against the Joint Airport Fund, hereinafter created.

At the next regularly scheduled board meeting after notice of their appointment, the members of said Joint Airport Board shall meet and organize by the election of a chairman and a vice-chairman. Thereafter, said Board shall hold at least ten (10) regular meetings per year including at least two (2) per calendar quarter which shall be on days as designated by the Board. The Board shall elect officers annually. The names of the chairman and vice-chairman shall be certified to the City and County respectively, and shall be placed on file with the County Clerk and Recorder of the County of Park, Montana and with the Clerk of the City of Livingston, Montana, and this shall be done whenever any change takes place in any one or all of said offices.

Each member shall be entitled to compensation of not to exceed Twenty-five and no/100ths Dollars (\$25.00) per meeting, with the Chairman receiving Thirty-five and no/100ths (\$35.00) per meeting, plus mileage with provisions for annual review, but said compensation shall not be paid for more than Two (2) meetings per month.

Vacancies in the membership of the board for any reason shall be filled by the authority which appointed the member of the board whose office becomes vacant. Any person appointed to fill a vacancy on the Joint Airport Board shall hold that office for the remainder of the unexpired term and until his successor is appointed and qualified.

A joint fund is hereby created and continued in the office of the County Treasurer of Park County, Montana, and shall be designated as the "Joint Airport Fund." The Joint Airport Fund shall contain all funds received by the said Joint Airport Board arising out of the tax levies and appropriations made for its use by the County of Park, and the City of Livingston, Montana, and in addition shall contain all funds derived from the operation of said airport, and all funds contributed or loaned by the United States or the State of Montana.

The County Treasurer of Park County, Montana, shall be the sole custodian of said Joint Airport Fund and he shall pay monies there from only upon claims approved in writing by a majority of the Joint Airport Board, filed with the secretary of the Joint Airport Board, and entered in the minutes of the Joint Airport Board.

5. Subject to the approval of the Board of County Commissioners of Park County, Montana, and of the City Council of the City of Livingston, Montana, -- which shall be endorsed thereon over the signature of the chairman of the Board of County Commissioners and the Mayor of the City, -- the Joint Airport Board shall adopt rules and regulations for its own government, including the time and place of its meetings, both regular and special and the manner of calling special meetings; provided that the regular meetings of the board shall not be more than once every month; prescribing the duties of its officers, the number of board members which shall constitute a quorum, and for the conduct of its business and proceedings generally. A copy of such rules and regulations so adopted and approved shall be filed with the County Clerk and Recorder of Park County, Montana, and with the City Clerk of the City of Livingston, Montana. The Joint Airport Board shall keep a record of its proceedings, which shall at all times during regular office hours be open to the inspection of the Board of County Commissioners of the County of Park, Montana, and the City Council of the City of Livingston, or of any town or City or County official designated by any of said bodies, the state examiner, or any of his deputies, and the public generally.

6. The Joint Airport Board continued and established hereby shall have the following powers and duties;

(a) To provide for the planning, acquisition, establishment, development, construction, enlargement, improvement, maintenance, equipment, operation, regulation, protection and policing of Joint Airports or

Landing Fields and other air navigation facilities established or to be established, and all airport hazards, but the said Joint Airport Board shall make no contract nor incur any obligation for such purposes, nor for any one of them, which singly or in the aggregate shall involve an expenditure of any more money than is available under the Joint Airport Board Budget for such purposes.

(b) To fix fees and rentals for the use of said Joint Airports or Landing Fields.

(c) No contract or agreement for any expenditure of any sum in excess of Ten Thousand and no/100ths Dollars (\$10,000.00) shall be made or entered into unless bids for the work or equipment have been called for and notice stating the time and place when such bids will be opened and considered, and all such contracts shall be let to the lowest responsible bidder who, in the sole discretion of the Board can best complete the work, and bond required for the faithful performances of the contract, provided that members of the Joint Airport Board, their husbands, wives and children, and Employees of the Joint Airport Board shall not be interested either directly or indirectly in any contracts entered into by the said Joint Airport Board; provided further, the members of the Joint Airport Board are hereby specifically bound by the provision of Title 2, Chapter 2, MCA, commonly known as the nepotism act, in their appointments, if any, to any position of trust or emolument.

(d) Any agreement or contract, or rule or regulation for the improvement or maintenance, fixing fees and rentals, or for the control and regulation of the use of the Joint Airports or Landing Fields under the preceding clauses of this section shall be subject and subordinate to any and all Agreements or contracts made and entered into by the County of Park, Montana or the City of Livingston, Montana, with the United States Government for the improvement and use, maintenances and equipment of said Joint Airports or Landing Fields.

(e) To prescribe forms of claims against said Joint Airport Fund, which shall be certified by the oath of the claimant, and to prescribe the form of warrant to be drawn against said fund and to be payable by the County Treasurer of Park County, Montana. All such claims shall be audited and approved by the Joint



Airport Board before payment, entered upon the minutes of the Board and approval or rejection noted in said minutes and endorsed upon the claimant in such manner as the Joint Airport Board shall prescribe.

(f) To make rules and regulations for its own government and the conduct of its proceedings as set forth in Section 5 of this agreement not inconsistent with this agreement nor in violation of the laws of the State of Montana. Such rules and regulations when adopted, and any amendments to or repeal thereof shall be entered at large upon the minutes of the Board, and at all times open to public inspection.

- 7. The County of Park, Montana and the City of Livingston, Montana, shall have and be vested with equal interests in the property, facilities and privileges of the Joint Airports or Landing Fields, or other air navigation facilities established thereon or to be established thereon.
- 8. The total expenditures to be made by the Joint Airport Board for any purpose in any calendar year shall be determined by a budget approved by the governing bodies of its constituent public agencies. The right to alter, amend and repeal or terminate this agreement and Joint Resolution, and to abolish the Joint Airport Board set up hereby is expressly reserved to the County of Park, Montana, acting by and through its Board of County Commissioners and the City of Livingston, Montana, acting by and through its City Council, by Joint Resolution made and entered into for that purpose; provided, however, at least six (6) months notice of a desire to amend, alter, repeal, or terminate this agreement must be given to the other governing bodies.

384916 Fee: \$0.00 \_\_\_\_\_

Park County, MT Filed 12/8/2014 At 8:39 AM  
Denise Nelson, Clk & Rcdr By DN *dn*

**RULES AND REGULATIONS  
FOR  
PARK COUNTY/CITY OF LIVINGSTON AIRPORTS**

**Section 1 PURPOSE**

**1-1.** These Rules and Regulations are intended to provide for the safe, orderly and efficient operation at the **Mission Field, Gardiner and Wilsall** airports which are owned and operated by Park County/City of Livingston, State of Montana. They apply to all persons using these airports.

**1-2.** These Rules and Regulations shall supersede all previous Rules and Regulations, heretofore, applying to **Mission Field, Gardiner and Wilsall** airports, Park County/City of Livingston.

**1-3.** In any case where a provision of these Rules and Regulations are in conflict with a provision of any building, fire, safety, health or other ordinance, code, rule, or regulation of the County, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

**Section 2 AUTHORITY**

**2-1.** Park County/City of Livingston Joint Resolution established the Airport Board (hereinafter referred to as the Board) to provide for the advisory oversight of all activities and operations related to the Park County/City of Livingston airports. Park County/City of Livingston shall have all powers necessary and proper to the establishment, operation, improvement, maintenance, and administration; including the power to administer programs, establish policy, and adopt administrative and procedural rules pertaining to Park County/City of Livingston airports. The Airport Board will use the Airport’s Master Plan/Airport Layout Plan as guidance for developing the airports.

**2-2.** Airport managers are under the direct supervision of the County Commissioners and advisement of the Board. The airport managers are tasked to manage, coordinate, oversee, plan and conduct activities related to the safe and efficient operation of the airport.

**Section 3 GENERAL AIRPORT USE AND RESTRICTIONS**

**3-1.** Park County/City of Livingston Airports are open to the public with the intent to be used for aviation and other associated activities that support aviation.

**3-2.** All visitors to and users of Park County/City of Livingston Airports shall comply with these Rules and Regulations, and all applicable Local, State and Federal laws including Federal Aviation Regulations (FARs).

**3-3.** No person, organization, or business enterprise shall engage in any commercial activities on airport property unless prior permission is received from Park County/City of Livingston. Any lease required for these activities shall be obtained from Park County/City of Livingston. Commercial activities may be aviation related or in support of aviators and/or aviation in general. Commercial operators shall abide by any applicable Minimum Standards.

**3-4.** Any person accessing the Airport shall be responsible for their actions and all actions of any person to whom they provide access, whether directly or indirectly.

**3-5.** Access of vehicles and/or pedestrians on areas of the airport ramp is restricted. Only airport management and services personnel, active aviators and their passengers, and emergency personnel and their equipment are allowed access to the ramp without prior permission.

**3-6.** Access of vehicles and/or personnel on the taxiways, taxi lanes, runways, or surrounding areas is restricted to airport, services personnel, and emergency personnel and their equipment.

**3-7.** No RVs, boats, automobiles, trailers, non-airworthy aircraft, etc., shall be stored outdoors on any airport property without prior permission of the airport manager.

**3-8.** No private building shall be used as a private residence. Overnight camping requires prior approval by the Airport Manager in designated location only.

**3-9.** Residential Through The Fence – Not applicable

**3-10.** No signs shall be posted on airport property without prior permission of Park County/City of Livingston

**3-11.** Public demonstrations or solicitations are prohibited on any airport property except with prior permission of Park County/City of Livingston Commissioners.

**3-12.** Big Game hunting shall be prohibited on any portion of airport property except with prior permission from Park County/City of Livingston Commissioners. Rodent hunting for the intent of runway maintenance will be approved by the Airport Manager.

**3-13.** Pets shall be on a leash or on positive voice command at all times while on airport property. Pet owners shall clean up after their pets.

**3-14.** Dumping of waste material and refuse shall be prohibited on any portion of airport property.

**3-15.** All persons shall use Park County/City of Livingston airports at their own risk. The County and its Commissioners, the Board, and airport managers, shall not be liable for losses sustained from property damage, personal injury, or death resulting from any accident involving aircraft or other private property occurring within the limits of the airport property.

**Section 4 AIRCRAFT OPERATIONS**

**4-1.** Aircraft exceeding the runways’ weight bearing capacity shall land, takeoff, or taxi on Park County/City of Livingston airports at their own risk.

**4-2.** Aircraft operators shall be held liable for any and all costs required to repair any damage they caused while operating on County airports.

**4-3.** Aircraft shall not be parked or left standing unattended on any airport surface without being secured from movement with tie down devices and wheels chocked. Note: On areas of the airport parking ramp where tie down devices are provided by the County, aircraft operators shall determine whether or not these devices are safe to use in securing their aircraft. The County shall not be held liable if any of these devices fail and/or cause damage to property or injury to personnel.

**4-4.** Aircraft operators shall inspect their parking area for any trash, refuse, and foreign objects and insure proper disposal of these items before they leave the area.

**Section 5 FUELING OPERATIONS AND SAFETY PRECAUTIONS**

**5-1.** No person shall smoke or permit an open flame within 100 feet of any aircraft undergoing fuel service, or at least 100 feet from fuel storage trucks or facility.

**5-2.** Prior to the fuel servicing of any aircraft, the aircraft and the fuel dispensing equipment shall be grounded to a point of zero electrical potential to prevent the possibility of static ignition of fuel.

**5-3.** Any aviation fuels that spill during fueling operations shall be cleaned up immediately. Major fuel spills shall be immediately reported to the Airport Manager.

**5-4.** No material or equipment which is likely to cause a spark or ignition shall be used during fueling operations.

**Section 6 PRIVATE HANGARS**

**6-1.** Private hangars will be governed by an aviation lease. See **Appendix 2** for the **Aviation Lease**.

**6-2.** Prior to construction, private hangar owners shall submit their building plans/drawings to Park County/City of Livingston for approval. Hangar owners shall comply with **Hangar Guidelines for Park County/City of Livingston Airports (Appendix 3)**.

**6-3.** Prior to the start of construction, prospective hanger owners shall comply with the **Rules of Contractors/Lessee/Owner Builder of Hangars at Park County/City of Livingston Airports (Appendix 4)**.

**Section 7 COMMERCIAL FACILITIES AND OPERATIONS**

**7-1.** All commercial facilities and operations shall comply with any applicable Minimum Standards and be approved by Park County/City of Livingston Commissioners before commencing operation.

**Section 8 AIRPORT FEES**

**8-1.** Commercial operators, other than lessees, planning to use the airport and/or its facilities, shall be charged a fee. Park County/City of Livingston may establish, alter or amend such fees as the need dictates. Such fees shall be paid to the Park County Treasurer office.

**Section 9 PENALTIES**

**9-1.** In addition to penalties provided by the State, County, and Federal laws, any person using the airport who violates these Rules and Regulations, or refusing to comply therewith, may be removed or ejected from the Airport by or under the authority of Park County/City of Livingston, Park County/City of Livingston may impose other penalties as may be appropriate under the circumstance.

## LIVINGSTON

**MISSION FLD** (LVM)(KLVM) 5 E UTC-7(-6DT) N45°41.97' W110°26.88'

4659 B NOTAM FILE LVM

**RWY 04-22:** H5701X75 (ASPH) S-75, D-99.9 PCN 24 F/A/Y/U MIRL

**RWY 22:** REIL. VASI(V2L)—GA 3.0° TCH 32'.

**RWY 08-26:** 3762X125 (TURF)

**RWY 13-31:** 2724X120 (TURF) 0.3% up NW

**SERVICE:** S2 FUEL 100LL, JET A LGT ACTIVATE MIRL Rwy 04-22—123.0.

**AIRPORT REMARKS:** Attended 1500-0000Z†. Fuel: wkends and aft hrs call 406-222-6504. Parachute Jumping. Wildlife on and invof rwy. AG ops Apr through Sep. Rwy 08 and Rwy 26 thlds and first 200' marked with white cones. Rwy 13 and Rwy 31 thlds and first 200' marked with white cones. Cold temperature airport. Altitude correction required at or below -29C.

**AIRPORT MANAGER:** 406-222-6504

**WEATHER DATA SOURCES:** ASOS 135.275 (406) 222-2338.

**COMMUNICATIONS:** CTAF/UNICOM 123.0

LIVINGSTON RCO 122.2 (GREAT FALLS RADIO)

Ⓡ **BIG SKY APP/DEP CON** 119.550 (Unavailable 0715-1300Z†, other times ctc)

Ⓡ **SALT LAKE CENTER APP/DEP CON** 119.550

**CLEARANCE DELIVERY PHONE:** For CD if una to ctc on FSS freq, ctc Salt Lake ARTCC at 801-320-2568.

**AIRSPACE:** CLASS E svc 1500-0100Z†; other times CLASS G.

**RADIO AIDS TO NAVIGATION:** NOTAM FILE LVM.

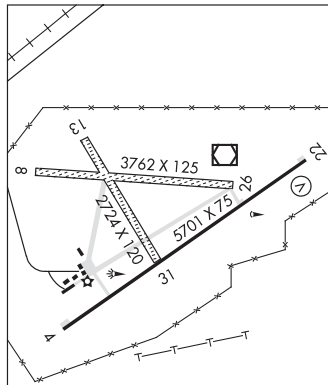
LIVINGSTON (L) (L) VORW/DME 116.1 LVM Chan 108 N45°42.15' W110°26.55' at fld. 4653/15E.

VOR/DME unusable:

100°-190° byd 15 NM

255°-280° byd 20 NM

345°-041° byd 15 NM



**LIVINGSTON** N45°42.15' W110°26.55' NOTAM FILE LVM.

(L) (L) VORW/DME 116.1 LVM Chan 108 at Mission Fld. 4653/15E.

VOR/DME unusable:

100°-190° byd 15 NM

255°-280° byd 20 NM

345°-041° byd 15 NM

RCO 122.2 (GREAT FALLS RADIO)

GREAT FALLS

H-1D, L-13C

**MALMSTROM AFB HELIPORT** (GFA)(KGFA) AF 3 E UTC-7(-6DT) N47°30.28' W111°11.24'

3472 LRA NOTAM FILE GTF Not insp.

**HELIPAD H1:** H100X100 (ASPH)

**HELIPAD H2:** H100X100 (CONC)

**SERVICE:** FUEL JET A LGT Perimeter, ldg and apch lgt avbl. Ldg direct and apch lgt oriented 026°. Perimeter lgt avbl to Helipad 3. **MILITARY— TRAN ALERT** No svc avbl wo prior coord with Blade OPS DSN 632-3250.

**MILITARY REMARKS:** Opr 2000-1430Z† Mon-Fri; active mil helo tfc 2200-1400Z† Mon-Fri; ltd svc wkend and hol. Ctc 40th Helicopter Squadron's Blade Ops for opr hr and parking info. **RSTD** Clsd to all F/W acct. R/W acct on offl bus only. Ctc Blade Ops for PPR & svc. DSN 632-3250 or 341 NW/CP 632-3801. Heliport ltd to helipads, clsd rwy between R & Q, and inside orange barriers. **CAUTION** 57 ft twr lctd 0.5 NM NE; construction pers and eqpt and obst all around Malmstrom AFB.

**AIRPORT MANAGER:** 406-731-3250

**COMMUNICATIONS:** CTAF 271.9

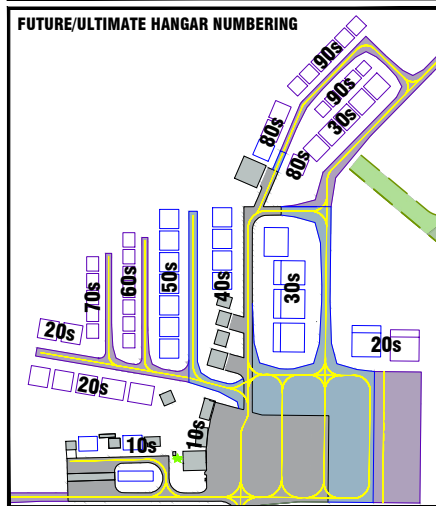
Ⓡ **GREAT FALLS APP/DEP CON** 128.6 124.15 VFR Advsv.

**COMD POST** 311.0 323.8 **PMSV METRO** 239.8 (Wx ctc DSN 632-2710. Full svc avbl Mon-Fri H24. Ho on wkend and hol ctc DSN 228-7338) **BLADE OPS** 271.9

**CLEARANCE DELIVERY PHONE:** For CD ctc Salt Lake ARTCC at 801-320-2568.

GREAT FALLS

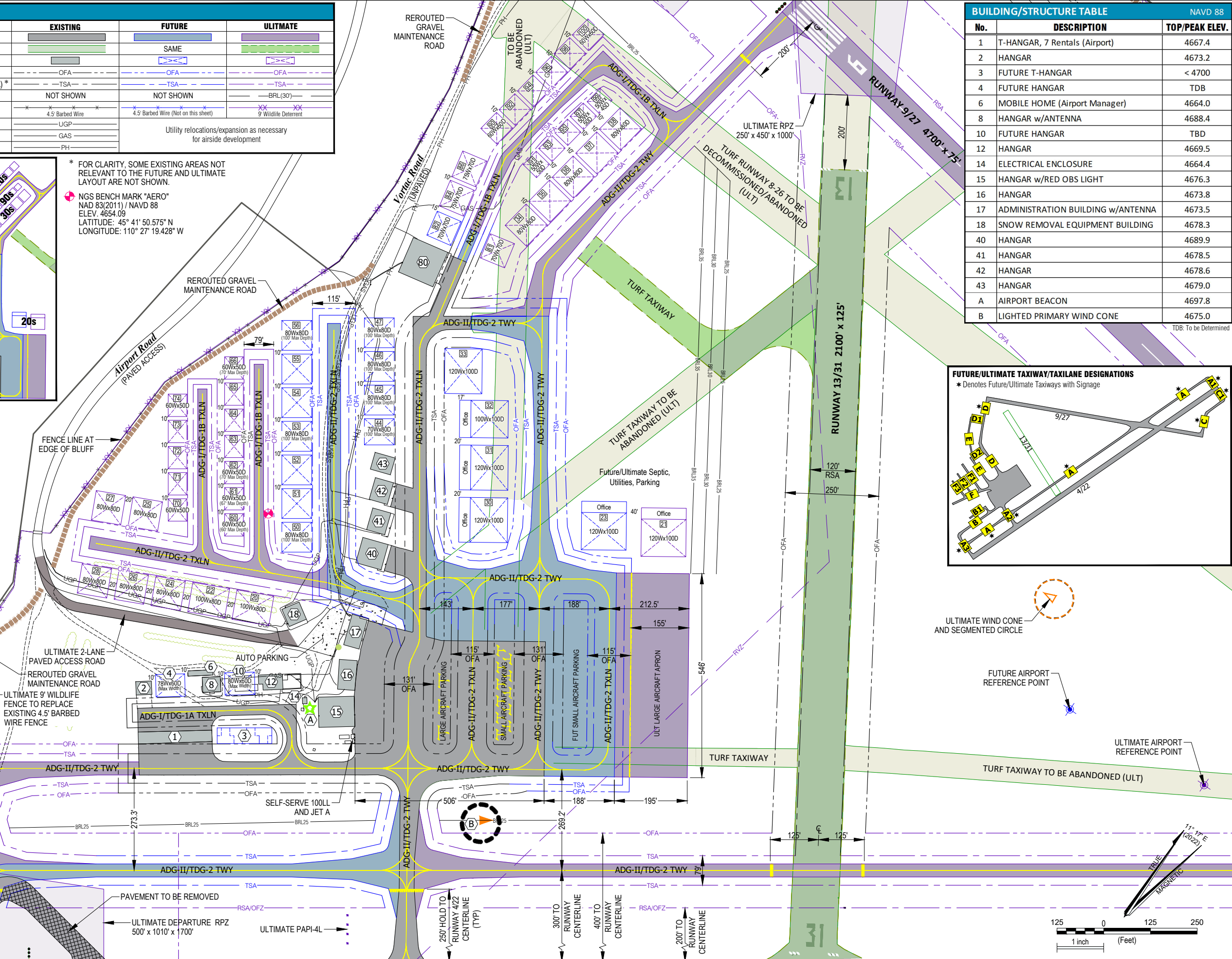
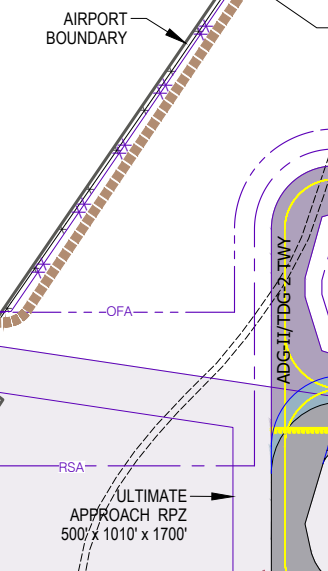
DESCRIPTION	EXISTING	FUTURE	ULTIMATE
AIRSIDE PAVEMENT			
TURF RUNWAY/TAXIWAY			
BUILDINGS AND STRUCTURES			
OBJECT FREE AREA (OFA) *	-OFA	-OFA	-OFA
RUNWAY/TAXIWAY SAFETY AREA (RSA)(TSA) *	-TSA	-TSA	-TSA
BUILDING RESTRICTION LINE (BRL)	NOT SHOWN	NOT SHOWN	BRL(30')
FENCE	4.5' Barbed Wire	4.5' Barbed Wire (Not on this sheet)	9' Wildlife Deterrent
UNDERGROUND POWER	UGP	Utility relocations/expansion as necessary for airside development	
UNDERGROUND GAS	GAS		
UNDERGROUND TELEPHONE	PH		



\* FOR CLARITY, SOME EXISTING AREAS NOT RELEVANT TO THE FUTURE AND ULTIMATE LAYOUT ARE NOT SHOWN.

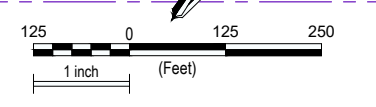
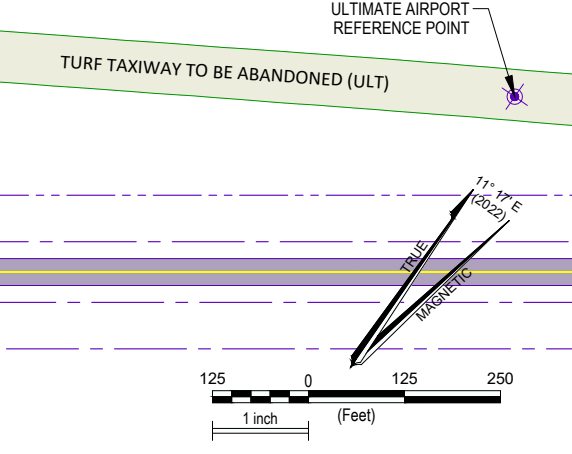
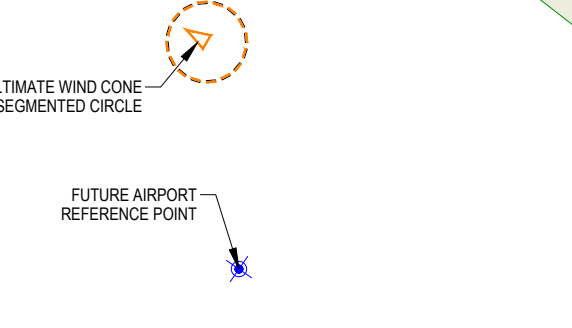
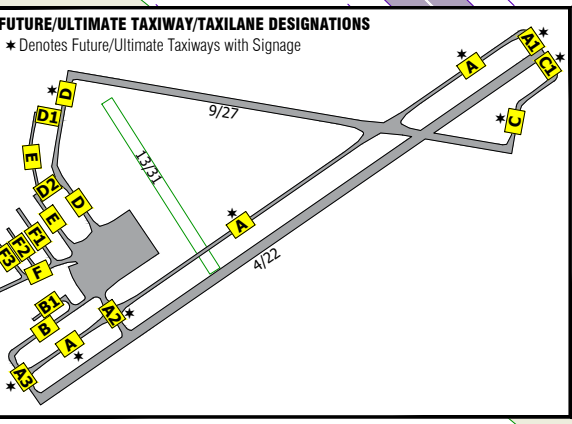
NGS BENCH MARK "AERO"  
 NAD 83(2011) / NAVD 88  
 ELEV. 4654.09  
 LATITUDE: 45° 41' 50.575" N  
 LONGITUDE: 110° 27' 19.428" W

- ADG - AIRPLANE DESIGN GROUP  
 ADG-I: WINGSPAN <49'  
 ADG-II: WINGSPAN <79'
- TDG - TAXIWAY/TAXILANE DESIGN GROUP  
 TDG-1A: 25' WIDE PAVEMENT  
 TDG-1B: 25' WIDE PAVEMENT  
 TDG-2: 35' WIDE PAVEMENT
- AIRPORT DEVELOPMENT TIMELINE  
 FUTURE: 1 - 20 YEARS  
 ULTIMATE: 20+ YEARS
- TRIGGERING EVENT FOR DEVELOPMENT (WITH FAA CONCURRENCE)  
 • RUNWAY EXTENSION CONSTRUCTION WILL OCCUR WHEN THERE IS DEMAND AND JUSTIFICATION FOR ADDITIONAL LENGTH.  
 • RUNWAY WIDENING AND PARALLEL TAXIWAY CONSTRUCTION WILL OCCUR WHEN REGULAR USE THRESHOLD OF AIRCRAFT APPROACH CATEGORY "C" IS ATTAINED OR EXCEEDED.  
 • TAXILANE CONSTRUCTION BASED ON DEMAND FOR NEW HANGARS.  
 • APRON CONSTRUCTION BASED ON PARKING CONGESTION.  
 TAXILANE AND APRON DEVELOPMENT COULD OCCUR SOONER THAN THE GENERAL AIRPORT DEVELOPMENT TIMELINE.



BUILDING/STRUCTURE TABLE		NAVD 88
No.	DESCRIPTION	TOP/PEAK ELEV.
1	T-HANGAR, 7 Rentals (Airport)	4667.4
2	HANGAR	4673.2
3	FUTURE T-HANGAR	< 4700
4	FUTURE HANGAR	TDB
6	MOBILE HOME (Airport Manager)	4664.0
8	HANGAR w/ANTENNA	4688.4
10	FUTURE HANGAR	TBD
12	HANGAR	4669.5
14	ELECTRICAL ENCLOSURE	4664.4
15	HANGAR w/RED OBS LIGHT	4676.3
16	HANGAR	4673.8
17	ADMINISTRATION BUILDING w/ANTENNA	4673.5
18	SNOW REMOVAL EQUIPMENT BUILDING	4678.3
40	HANGAR	4689.9
41	HANGAR	4678.5
42	HANGAR	4678.6
43	HANGAR	4679.0
A	AIRPORT BEACON	4697.8
B	LIGHTED PRIMARY WIND CONE	4675.0

TDB: To be Determined



Robert Peccia & Associates 2022©

183

BY	DATE	REVISION

DECEMBER 2021  
 DATE 17003.000  
 PROJECT NO. LVM2021-ALP18  
 FILE

N. GEARY DESIGN  
 N. GEARY CADD  
 L. BOWSER G/COC

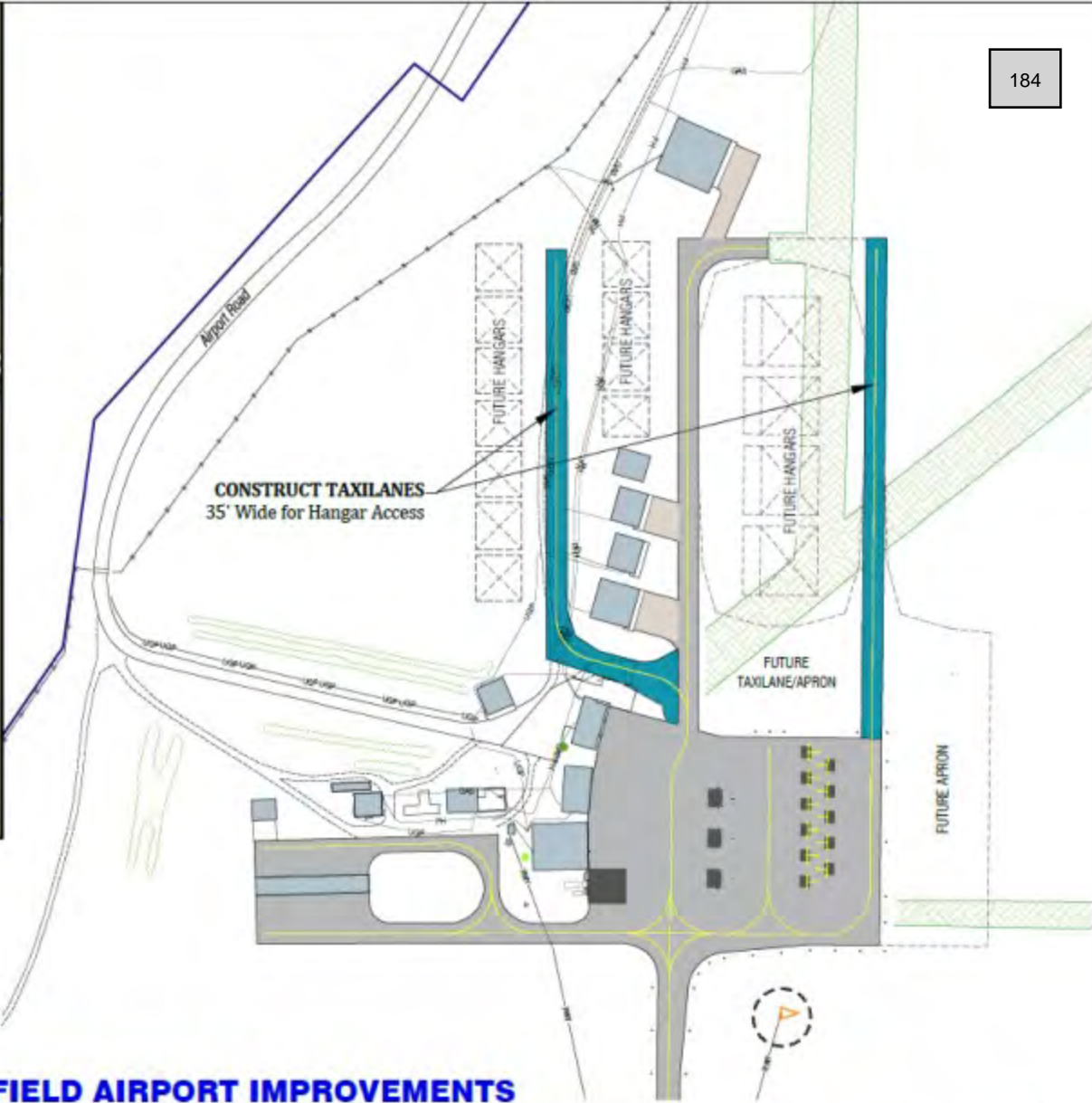
PROJECT TITLE  
**AIRPORT LAYOUT PLAN SET**  
**MISSION FIELD AIRPORT**  
 City of Livingston + Park County, Montana

SHEET TITLE  
**TERMINAL AREA PLAN**

SHEET  
**18**



**PROJECT AREA**



**CONSTRUCT TAXILANES**  
35' Wide for Hangar Access

FUTURE HANGARS

FUTURE HANGARS

FUTURE HANGARS

FUTURE TAXILANE/APRON

FUTURE APRON



### **MISSION FIELD AIRPORT IMPROVEMENTS**

Park County and the City of Livingston, MT  
**LVM Project Scope**

FY 2023





**File Attachments for Item:**

**F. JOINT RESOLUTION NO. 2022-02: A JOINT LOAN RESOLUTION OF THE CITY OF LIVINGSTON, AND PARK COUNTY, MONTANA, APPROVING A LOAN IN THE AMOUNT OF \$102,852.00, TOGETHER WITH INTEREST THEREON AT THE RATE OF 1.625 PER ANNUM ON THE UNPAID BALANCE OF THE PRINCIPAL UNTIL PAID, FROM THE AERONAUTICS DIVISION OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF MONTANA TO THE CITY OF LIVINGSTON, MONTANA, AND COUNTY OF PARK MONTANA, FOR THE PURPOSE OF REHABILITATING THE RUNWAY OF THE GARDINER AIRPORT, IN GARDINER MONTANA, PROVIDING FOR THE REPAYMENT OF THE LOAN TERMS THEREOF.**

**JOINT RESOLUTION NO. 2022-02:**

**A JOINT LOAN RESOLUTION OF THE CITY OF LIVINGSTON, AND PARK COUNTY, MONTANA, APPROVING A LOAN IN THE AMOUNT OF \$102,852.00, TOGETHER WITH INTEREST THEREON AT THE RATE OF 1.625 PER ANNUM ON THE UNPAID BALANCE OF THE PRINCIPAL UNTIL PAID, FROM THE AERONAUTICS DIVISION OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF MONTANA TO THE CITY OF LIVINGSTON, MONTANA, AND COUNTY OF PARK MONTANA, FOR THE PURPOSE OF REHABILITATING THE RUNWAY OF THE GARDINER AIRPORT, IN GARDINER MONTANA, PROVIDING FOR THE REPAYMENT OF THE LOAN TERMS THEREOF.**

\*\*\*\*\*

**WHEREAS**, the City of Livingston, and Park County, herein known as the “SPONSOR”, has approval from the Aeronautics Division of the Department of Transportation of the State of Montana, hereafter known as the “Division”, for a loan of State funds in the amount of \$102,852.00 together with interest thereon at the rate of 1.625 per annum of the unpaid balance of the principal until paid, for the purpose of Airport Improvements as described herein; and

**WHEREAS**, the Division has prescribed the terms and conditions under which the loan is to be repaid, to wit: Said sum of \$102,852.00. together with interest thereon at the rate of 1.625 per annum on the unpaid balance of the principal until paid, must be repaid to the Division, in annual installments in such payment amounts in accordance with the schedule of repayments as set forth in the repayment schedule attached hereto and marked EXHIBIT “A”; and

**WHEREAS**, the Sponsor accepts such Division monies and agrees to expend same upon such terms and conditions as are prescribed by the Division, and in accordance with the Airport Aid Application Section Four (Representations) and Section Three (Sponsor Assurances) and by this reference incorporated herein as though fully set forth.

**NOW THEREFORE BE IT RESOLVED**, by the City Commission of the City of Livingston, and Park County Commission, known herein as Sponsor, as follows:

- 1) SPONSOR, hereby agrees to receive and expend such loan totaling \$102,852.00 for the improvements of the Gardiner Airport, located in Gardiner, Montana, in the manner and form applied for, and as approved by the commissions;

2) That in consideration of said loan, that Sponsor, hereby obligates itself during the period of time as set forth in Exhibit “A”, to repay to the Division, the loan of \$102,852.00, together with interest thereon at the rate of 1.625 per annum on the unpaid balance of the principal until paid, in annual installments in accordance with Exhibit “A”. The first of said payments, in the amount as stated in Exhibit “A” will be made on or before the date set forth in Exhibit “A”, in the full amount of the loan together with interest as aforesaid; and

3) The Sponsor shall have the right of prepayment of the principal and interest of the loan, or any part thereof, without penalty, at any time. Any prepayment shall be applied first to the interest then accrued at the time of payment and the balance of the payment shall be applied to the principal balance of the loan at the time of prepayment. Any prepayment of principal shall accordingly reduce the amount of interest to be paid on the loan. The prepayment shall not relieve the sponsor from making the next succeeding payment installment or installment when due until the total balance of the loan is paid in full.; and

4) Sponsor, in consideration of Said loan does hereby obligate itself to include within its budget for the period of time during which loan is to be repaid, sufficient funds to pay and discharge loan together with interest thereon in the amount as stated in Exhibit “A”.

Unanimously passed and approved by the City Commission of the City of Livingston, this 1<sup>st</sup> day of March, 2022.

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

**ATTEST:**

**APPROVED TO AS FORM:**

\_\_\_\_\_  
**FAITH KINNICK,**

\_\_\_\_\_  
**COURTNEY LAWELLIN**



Montana Department of Transportation

Greg Gianforte, Governor  
Malcolm "Mack" Long, Director

Aeronautics Division  
2630 Airport Road  
PO Box 200507  
Helena MT 59620-0507

January 21, 2022

City & County  
GARDINER Airport  
414 East Callender Street  
P.O. Box 2799  
Livingston, MT 59047

**Subject:** GARDINER Non-federal/2023-Loan and Grant

Dear Steve Koontz,

The Montana Aeronautics Board has considered your application for state airport financial assistance at its January 12, 2022 meeting in Helena. We are pleased to inform you the Aeronautics Board has approved funding in support of the work outlined in your application as follows:

Type of Work	Awarded Grant	Awarded Loan
Rehabilitate Runway	\$580,000	\$102,852

Grant and loan funds were awarded for one or more specific types of work. By accepting grant or loan funds, you (the Sponsor) agree to utilize the awarded funds as specified in the above table.

Division grants may not exceed 100% of sponsor share of actual total project costs. Consequently, you are prohibited from retaining and must return grant funds that exceed 100% of the actual total project cost. Division loans may not exceed 100% of sponsor share of actual total project costs. Consequently, you are prohibited from retaining and must return loan funds that exceed 100% of the actual total project cost. **In no case, may you retain a combination of grant funds plus loan funds that exceeds 100% of the actual total project cost.**

**To obtain your grant and/or loan, the Aeronautics Division must receive the following documents by June 30, 2023:**

- 1) A signed certificate of sponsor's attorney (template enclosed)
- 2) A signed loan resolution (template enclosed)
- 3) A signed copy of the Notice-To-Proceed (template enclosed) or an applicable contract

Alternatively, if you are unable to provide the above documents by the deadline, you may submit a request for an extension. **The request for an extension must be received in the Aeronautics Division office by May 19, 2023.**

**Certificate of Sponsor's Attorney**  
**Airport Development Aid Application and Acceptance**

I, \_\_\_\_\_, acting as attorney for  
\_\_\_\_\_ (herein referred to as "SPONSOR")

do hereby certify:

That I have examined the Airport Aid Application and the proceedings taken by SPONSOR relating thereto, and find that the acceptance of this offer by the SPONSOR has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Montana and in my opinion, the airport aid application constitutes a legal and binding obligation of the SPONSOR in accordance with the term set forth.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Sponsor's Attorney

**Certificate of Sponsor's Attorney**  
**Airport Development Aid Application and Acceptance**

I, \_\_\_\_\_, acting as attorney for  
\_\_\_\_\_ (herein referred to as "SPONSOR")

do hereby certify:

That I have examined the Airport Aid Application and the proceedings taken by SPONSOR relating thereto, and find that the acceptance of this offer by the SPONSOR has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Montana and in my opinion, the airport aid application constitutes a legal and binding obligation of the SPONSOR in accordance with the term set forth.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Sponsor's Attorney

# NOTICE TO PROCEED

The (County) (City) (Airport Authority) of \_\_\_\_\_,  
hereby authorizes \_\_\_\_\_ and all of it's  
approved sub-contractors, if any, to proceed with the work as  
approved by the (County) (City) (Airport Authority) of  
\_\_\_\_\_ and as outlined in the applicable Montana  
Aeronautics Division approved Loan and Grant Application.

Specifically, a brief description of the project is:

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\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

**LOAN RESOLUTION**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ENTITLED; "A RESOLUTION OF THE CITY OF \_\_\_\_\_ AND COUNTY OF \_\_\_\_\_, APPROVING A LOAN IN THE AMOUNT OF \_\_\_\_\_, TOGETHER WITH INTEREST THEREON AT THE RATE OF 1.625 PER ANNUM ON THE UNPAID BALANCE OF THE PRINCIPAL UNTIL PAID, FROM THE AERONAUTICS DIVISION OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF MONTANA TO THE CITY OF \_\_\_\_\_ AND COUNTY OF \_\_\_\_\_, FOR THE PURPOSE OF:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AT THE \_\_\_\_\_ AIRPORT, LOCATED IN \_\_\_\_\_ MONTANA, PROVIDING FOR THE REPAYMENT OF LOAN, AND THE TERMS THEREOF,"

WHEREAS, the City of \_\_\_\_\_, and County of \_\_\_\_\_, hereinafter known as "SPONSOR", has approval from the Aeronautics Division of the Department of Transportation of the State of Montana, hereafter known as "DIVISION", for a loan of State funds in the amount of \_\_\_\_\_ together with interest thereon at the rate of \_\_\_\_\_ per annum of the unpaid balance of the principal until paid, for the purpose of Airport Improvements described above.

The DIVISION, has prescribed the terms and conditions under which loan is to be repaid, to wit: Said sum of \_\_\_\_\_ together with interest thereon at the rate of \_\_\_\_\_ per annum on the unpaid balance of the principal until paid, must be repaid to the DIVISION, in annual installments in such payment amounts and in accordance with the schedule of repayments as set forth in the repayment schedule attached hereto and marked EXHIBIT "A".

The SPONSOR accepts such DIVISION monies and agrees to expend same upon such terms and conditions as are prescribed by the DIVISION, and in accordance with the Airport Aid Application Section Four (Representations) and Section Three (Sponsor Assurances) and by this reference incorporated herein as though fully set forth.

NOW THEREFORE, IT IS RESOLVED by the City of \_\_\_\_\_, and County of \_\_\_\_\_, known herein as SPONSOR, as follows:

- 1.) SPONSOR, hereby agrees to receive and expend such loan totaling \_\_\_\_\_ for the improvements of the \_\_\_\_\_ Airport, located in \_\_\_\_\_, Montana, in the manner and form applied for, and as approved by the



2.) That in consideration of said loan, that SPONSOR, hereby obligates itself during the period of time as set forth in EXHIBIT "A", to repay to the DIVSION, the loan of \_\_\_\_\_, together with interest thereon at the rate of \_\_\_\_\_ per annum on the unpaid balance of the principal until paid, in annual installments in accordance with EXHIBIT "A". The first of said payments, in the amount as stated in EXHIBIT "A" will be made on or before the date set forth in EXHIBIT "A", in the full amount of the loan together with interest as aforesaid; and

3.) The SPONSOR shall have the right of prepayment of the principal and interest of the loan, or any part thereof, without penalty, at any time. Any prepayment shall be applied first to interest then accrued at the time of payment and the balance of the payment shall be applied to the principal balance of the loan at the time of prepayment. Any prepayment of principal shall accordingly reduce the amount of interest to be paid on the loan. The prepayment shall not relieve the SPONSOR from making the next succeeding payment installment or installment when due until the total balance of the loan is paid in full.

4.) SPONSOR, in consideration of said loan does hereby obligate itself to include within its budget for the period of time during which loan is to be repaid, sufficient funds to pay and discharge loan together with interest thereon in the amount as stated in EXHIBIT "A".

Unanimously passed and approved by the City of \_\_\_\_\_, and County of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chairman, County Commissioners

\_\_\_\_\_  
Mayor

Witnessed by:

\_\_\_\_\_

Printed Date: 01/21/2022

EXHIBIT "A"

REPAYMENT SCHEDULE

<b>OWNER NAME</b>	<b>City/County Joint Airport Board</b>
<b>CITY NAME</b>	<b>Gardiner</b>

**Fixed Principal Amortization Worksheet**

<b>LOAN AMOUNT</b>	\$102,852
<b>ANNUAL INTEREST RATE</b>	1.625%
<b>FIRST PAYMENT DATE</b>	03/01/2023
<b>LOAN PERIOD</b>	10
<b>LOAN REFERENCE NUMBER</b>	

PAYMENT #	PAYMENT DUE	PAYMENT	PRINCIPLE	INTEREST	PRINCIPLE BALANCE
**1	03/01/2023	\$11,956.54	\$10,285.20	\$1,671.34	\$92,566.80
2	03/01/2024	\$11,789.41	\$10,285.20	\$1,504.21	\$82,281.60
3	03/01/2025	\$11,622.28	\$10,285.20	\$1,337.08	\$71,996.40
4	03/01/2026	\$11,455.14	\$10,285.20	\$1,169.94	\$61,711.20
5	03/01/2027	\$11,288.01	\$10,285.20	\$1,002.81	\$51,426.00
6	03/01/2028	\$11,120.87	\$10,285.20	\$835.67	\$41,140.80
7	03/01/2029	\$10,953.74	\$10,285.20	\$668.54	\$30,855.60
8	03/01/2030	\$10,786.60	\$10,285.20	\$501.40	\$20,570.40
9	03/01/2031	\$10,619.47	\$10,285.20	\$334.27	\$10,285.20
10	03/01/2032	\$10,452.33	\$10,285.20	\$167.13	-
<b>TOTALS:</b>		\$112,044.40	\$102,852.00	\$9,192.40	

\*\*Actual Interest for first payment will be prorated-You will receive an invoice for the correct amount owed

\* This is for planning purposes. Actual interest calculation may fluctuate slightly.



US Hwy 89 S

Gardiner Airport-29s

Yellowstone River

Airport Rd

Airport Rd

US Hwy 89 S

Airport Rd

Airport Rd

89

29

**File Attachments for Item:**

**A. DISCUSS/APPROVE/DENY: CITY TREE BOARD RECOMMENDATION FOR TEXT AMENDMENTS TO CITY TREE BOARD BY-LAWS.**

**To:** City Commission  
**CC:** City Manager  
**From:** Tree Board  
**Date:** February 17, 2022



**Recommendation for minor change to bylaws**

Dear Commissioners,

In an effort to streamline the planning of our meetings and more equitably divide tasks among officers, we are requesting that the Tree Board bylaws be amended such that the Chair, rather than the Secretary, is responsible for making and sending the agenda.

We understand that this is how some other Livingston boards conduct their business with success.

Thank you for the opportunity to serve Livingston,

Sarah Boyle  
Laurel Desnick  
Maureen Lighthiser  
Thomas Shands  
Marshall Swearingen - Chair

**LIVINGSTON TREE BOARD  
LIVINGSTON, MONTANA**

**BYLAWS**

**ARTICLE I-AUTHORIZATION**

Livingston City Commission Ordinance No. 1919 establishes that the Livingston Tree Board ("LTB") is a permanent advisory board to the City Commission ("Commission") in matters pertaining to tree planning, planting, maintenance and removal and by providing a penalty for violation thereof. The LTB may be modified or abolished by action of the City Commissioners.

**ARTICLE II-PURPOSE**

The purpose of the Livingston Tree Board is to assist the Livingston City Commission in the long-term planning, planting, preservation and maintenance of trees and to pursue other duties that the City Commission assigns. The LTB duties may include, but are not limited to:

- a. Periodically reviewing and if necessary, revising and updating the City Code Chapter 23, the List of Recommended Trees for Planting in Public Right-of-Ways, updating tree inventories, and other relevant plans, documents or maps and submitting recommendations pertaining to public trees within the city limits to the Commission;
- b. Recognizing in all decisions related to trees that trees provide air purification, windbreaks, noise reduction, shade and energy savings, as well as enhancing economic and environmental benefits;
- c. Providing and gathering public input on LTB plans and maps;
- d. Advising the Commission on the budgeting for planting, maintenance and location of public trees and on other issues presented to the LTB by the Commission, other city or county boards or committees or members of the public;
- e. Maintaining communication with relevant Livingston and Park County committees, staff and residents, and pursuing opportunities to coordinate development, maintenance, improvement and funding of city tree inventories;
- f. Making recommendations to the Commission on operating and capital budgets related to city tree inventories, and facilitating and assisting and engaging with the community with opportunities for fundraising; and
- g. Reviewing undeveloped lots and city road rights-of-ways that may be priorities for retention and improvement for planting additional trees and seeking opportunities for additional tree planting and maintenance.

**ARTICLE III-COMMITTEE MEMBERSHIP**

**A. VOTING MEMBERS.** The Livingston Tree Board consists of seven to nine voting public members and one non-voting member of the Commission.

- B. **QUALIFICATIONS.** Committee members must reside within the City, be at least 18 years of age and a registered voter, and demonstrate a commitment to the purposes of the LTB.
- C. **APPOINTMENTS.** The Chair of the Commission shall appoint, by and with the advice and consent of the Commission, each member of the LTB. The Commission shall advertise in a local newspaper and post open member positions and vacancies at the City and County Complex at 414 East Callender Street, Livingston, Montana at least one month prior to filling the vacancy.
- D. **TERMS.** Members shall be appointed for a term of up to four years, ending on December 31. Members may be reappointed for additional terms.
- E. **COMPENSATION.** Members shall receive no compensation for services rendered but may be entitled to documented expenses for mileage or expenses with prior approval of the City Manager.
- F. **REMOVAL OR RESIGNATION OF COMMITTEE MEMBERS.** LTB members, on a majority vote of the LTB members, may recommend to the Commission that a member be removed from the committee for cause or for three or more unexcused absences during a calendar year. Valid absences may include, but are not limited to, vacation, illness, and business travel. Any LTB member may resign at any time by giving notice to the Chairperson. The resignation shall take effect upon receipt of said notice. The Commission may, with or without the recommendation of the LTB, remove any member of the LTB for misconduct, activities detrimental to the best interest of the City, or neglect of duty

**ARTICLE IV-OFFICERS.**

- A. **OFFICER POSITIONS.** The officers of the LTB consist of the Chairperson, Vice-Chairperson and Secretary, elected by the members of the LTB on the first regular meeting of each year.
- B. **TERMS.** Officers will serve a term of one year and may be re-elected to that same position or another position.
- C. **VACANCIES.** Vacant officer positions shall be filled at the next regular meeting of the LTB.
- D. **DUTIES.**
  - a. **Chairperson**  
The Chairperson shall lead the LTB in performing its duties and responsibilities, will preside at all meetings of the LTB and will call

special meetings when he/she deems them necessary or is required to do so. The Chairperson shall approve all official papers and plans involving the authority of the LTB which are transmitted to the Commission. The Chairperson may discuss all matters before the LTB and make motions on all voting thereon.

b. Vice-Chairperson

The Vice Chairperson will assume the duties and powers of the Chairperson in his/her absence. If the Chairperson and Vice-Chairperson are both absent, the Secretary may serve as a temporary chair or the LTB may elect a temporary chair by a majority vote of those present at a regular or special meeting once it has been determined that a quorum is present. This person will assume the duties and powers of the Chairperson for that meeting.

c. Secretary

The Secretary shall record the minutes of all regular and special meetings and submit the minutes of the previous meeting to the LTB for approval. The minutes of each meeting shall state the time and place it was held and list the members and guests present, the reasons for members' absences if known, as well as such other information necessary to determine the actions taken. The Chair ~~secretary~~ shall also prepare the agenda for each meeting and shall cause notice to be given of all regular and special meetings.

**ARTICLE V-MEETINGS**

**A. TIME AND PLACE OF REGULAR PTC MEETINGS.** The LTB shall meet on the third Thursday of each month at noon in the City-County Building, or at such other time and place as may be properly noticed. The Chairperson may cancel the meeting if there is not or will not be a quorum.

**B. SPECIAL MEETINGS and WORK SESSIONS.** Special meetings and work sessions may be called by the Chairperson with the specified purpose of the meeting stated. Except in cases of emergency, at least two days' notice shall be given to each member of the special meeting.

**C. NOTICE.** Notice of LTB meetings and work sessions must be given to each LTB member by email. The LTB shall provide the City Manager a schedule of their meetings for submission to the Commissioners' meeting agendas and will ensure that agendas and approved minutes are available to the public.

**D. QUORUM.** A majority of voting members shall constitute a quorum for the purpose of taking official action. In cases where there are no vacancies on the LTB, a quorum is four voting members. LTB members may not consent to items by proxy.



- E. PARTICIPATION.** Members may participate in regular or special meetings through any means of communication by which all members participating may simultaneously hear each other during the meeting.
- F. ACTION WITHOUT MEETING.** Any action allowed to be taken at a LTB meeting may be taken without an in-person meeting with the unanimous consent of the voting LTB members. Such consent may be granted via email and any allowed actions may be taken by a vote via email.
- G. MINUTES.** Written minutes shall be kept of all meetings, including votes on all motions and the vote of each member. A copy of the approved minutes will be forwarded to the Commission in a timely manner and be publicly available.
- H. COMMITTEE OPERATIONS.** All meetings are open to the public and all public meeting agendas will include an opportunity for public comment. The time for individual public comment may be limited by the Chairperson. The LTB shall address the items listed on the agenda prepared by the Chairperson.
- I. CONFLICT OF INTEREST.** A LTB member who is aware of a conflict of interest from which they may personally benefit must disclose that a conflict may exist. If the member feels they can make a fair and impartial decision, they may vote on the matter.

**ARTICLE VI-BYLAWS**

These bylaws shall become effective upon adoption of the LTB and approval of the City Commissioners. The bylaws may be amended by a majority vote of the quorum provided the proposed amendment(s) has/have been submitted in writing at the previous regular meeting, followed by approval of the Commission.

Tree Board By-laws were approved during a regular meeting of the City Commission February 4, 2020.

Faith Kinnick  
City Clerk