



# Livingston City Commission Agenda

April 18, 2023

5:30 PM

City – County Complex, Community Room, and Zoom

<https://us02web.zoom.us/j/84797439580?pwd=V0kxQU1vYTJmR3cFRHakpNcldDdz09>

Meeting ID: 847 9743 9580 **Passcode: 895303** Call in: (669) 900-6833

1. Call to Order

2. Roll Call

5. 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)*

6. Consent Items

- A. APPROVE MARCH 29, 2023, SPECIAL MEETING MINUTES. Pg. 3**
- B. APPROVE MINUTES FROM APRIL 4, 2023, REGULAR MEETING. Pg. 6**
- C. RATIFY CLAIMS PAID 3.29.2023-04.11.2023. Pg. 10**
- D. ACCEPT THE PLEDGED SECURITIES REPORT AS OF MARCH 31, 2023. Pg. 20**
- E. PRESENTATION OF COSTS OF CITY MANAGER RECRUITMENT. Pg. 24**
- F. CONSIDERATION OF LETTER OF SUPPORT FOR RIVERS AND PARKS TRAILS CONSERVATION ASSISTANCE PROGRAM. Pg. 36**

7. Proclamations

8. Scheduled Public Comment

- A. PRESENTATION OF WISHBERRY HOLLOW PROJECT PLAN FOR 2023. Pg. 40**

9. Public Hearings

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

10. Ordinances

- A. ORDINANCE NO. 3041: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AMENDING CHAPTER 30, OF THE LIVINGSTON MUNICIPAL CODE ENTITLED ZONING BY MAKING TEXT AMENDMENTS PERTAINING TO ZONING CODE CHAPTER 30 ARTICLE II. DEFINITIONS, SECTION. 30.30 DISTRICT DESCRIPTIONS, TABLE 30.40 LIST OF USES, TABLE 30.41, RESIDENTIAL DENSITY REQUIREMENTS AND SECTION 30.51 OFF-STREET PARKING AND LOADING ZONES. Pg. 50**

11. Resolutions

## 12. Action Items

- A. HISTORIC PRESERVATION COMMISSION ANNUAL REPORT PRESENTATION. Pg. 80**
- B. PRESENTATION OF STORMWATER PRELIMINARY ENVIRONMENTAL REPORT PROJECT. Pg. 82**
- C. CONSIDERATION OF A PUBLIC ART PROJECT. Pg. 100**
- D. CLOSED SESSION PURSUANT TO MCA 2-3-203(3).**
- E. DISCUSS/APPROVE/DENY: APPROVAL OF CONTRACT 20012 FOR EXECUTIVE EVALUATION SERVICES. Pg. 107**

## 13. City Manager Comment

## 14. City Commission Comments

## 15. 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 MARCH 29, 2023, SPECIAL MEETING MINUTES.**



# Livingston City Commission Minutes

March 29, 2023

5:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

In attendance Chair Melissa Nootz, Vice-Chair Karrie Kahle, Commissioner Schwarz. City Manager Grant Gager, Interim-City Attorney Jon Hesse, Public Works Director Shannon Holmes, and Recording Secretary Faith Kinnick.

3. Public Comment 5:31 P.M.

*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)*

- There was no public comment.

4. Consent Items

5. Proclamations

6. Scheduled Public Comment

9. Public Hearings

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

10. Ordinances

11. Resolutions

12. Action Items (5:32pm Timestamp 0:01:35 on video)

**A. CONSIDERATION OF AGREEMENT 20013 FOR LEVEE RESTORATION CONSTRUCTION.**

- The City Manager introduced the item and discussed the levee restoration project. The Commission discussed the levee project, how the scope of work was determined, how the project will be implemented, including protection of trees and vegetation, and possible future bio-engineering and mitigation projects.
- Motion by Kahle, Seconded by Schwarz.
- There was no public comment.
- The project was further discussed along with larger federal coordination issues, project funding and the contract provisions. The concept of an advisory group on river issues was also raised by the Chair and discussed with the City Manager.
- The Chair called the question and the motion passed 3-0.

13. City Manager Comment (5:35 p.m, Timestamp 0:24:14 on video).

- The City Manager thanked the Commission for the Special Meeting and the Commission's suggestions.

14. City Commission Comments (5:56 p.m, Timestamp 0:25:00 on video).

- The Commission commented on current projects, a company picnic, and the press.

15. Adjournment

- Motion by Kahle, Seconded by Schwarz.
- All in favor, passed 3-0.
- Adjourned at 5:58pm.

## 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).
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- **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:**

**B. APPROVE MINUTES FROM APRIL 4, 2023, REGULAR MEETING.**



# Livingston City Commission Minutes

April 04, 2023

5:30 PM

City – County Complex, Community Room, and Zoom  
<https://us02web.zoom.us/j/84736343951?pwd=cWpTckRFZFZ5UWZhTzJYQThkR2wyZz09>

Meeting ID: 847 3634 3951 **Passcode 857107** Call in: (669) 900-6833

## 1. Call to Order

## 2. Roll Call:

In attendance Chair Melissa Nootz, Vice-Chair Karrie Kahle, Commissioners Schwarz, and Commissioner Lyons. City Manager Grant Gager, Interim-City Attorney Jon Hesse, Public Works Director Shannon Holmes, Planning Director Jen Severson, and Recording Secretary Faith Kinnick.

## 3. Public Comment 5:33 p.m.

*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)*

- Patricia Grabow gave public comment
- Leslie Feigle gave public comment

## 4. Consent Items 5:40 p.m.

### A. RATIFY CLAIMS PAID 03.16.2023-03.28.2023.

### B. CONSIDERATION OF LETTER OF SUPPORT FOR PARK COUNTY FLOODPLAIN MAPPING.

- Schwarz motioned for approval, second by Kahle  
All in favor, passes 4-0.

## 5. Proclamations (5:43 p.m., Timestamp 0:10 on video)

### A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, DECLARING NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK AS APRIL 9-15, 2023.

- Chair Nootz read the proclamation. The Commission and City Manager recognized City Telecommunicator Cristin Fowle who was present in the meeting and actively taking calls. The Commissioners thanked Cristin and the team for their professionalism.

## 6. Scheduled Public Comment

## 7. Public Hearings (5:46 p.m., Timestamp 0:13 on video).

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

**A. ORDINANCE NO. 3040: AN ORDINANCE OF THE CITY COMMISSION OF CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 30, ARTICLE V, SECTION 30.50 OF THE CITY ZONING ORDINANCE ENTITLED SIGNS.**

- The City Manager gave brief update since last consideration, and noted he included information pertaining to the maximum allowable penalty and provisions under Montana Code. Chair Nootz reopened the public hearing on Ord. No. 3040, noting that Kahle had previously motioned for approval and was seconded by Schwarz. Patricia Grabow and Leslie Feigle gave public comment. The Commission discussed the ordinance, maximum penalty and use of such funds.
- Kahle amended the original motion to include a change in the penalty provisions and was seconded by Schwarz.
- All in favor, passed 4-0.

8. Ordinances

9. Resolutions (6:07pm, Timestamp 0:34 on video).

**A. RESOLUTION NO. 5086: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, PROVIDING AN EXEMPTION FROM DEVELOPMENT IMPACT FEES TO WINDRIDER TRANSIT'S FACILITY AT 70 VIEW VISTA DRIVE.**

- The City Manager provided background on the project and request for a fee waiver. The Commission discussed its support for WindRider, its services and the new facility. No public comment was offered.
- Motion to approve by Schwarz, seconded by Lyons.
- All in favor, passed 4-0.

10. Action Items (6:13pm, Timestamp 0:41 on video).

**A. DISCUSSION REGARDING VENDING ON CITY PROPERTY.**

- The City Manager introduced the item and provided information on current vending requirements in the Livingston Municipal Code. The Commission discussed the current code requirements and vending in general. The Commission agreed that changes to the current code are not required and that it should be enforced as written.

**B. PUBLIC WORKS DEPARTMENT UPDATE.**

- Public Works Director Shannon Holmes provided an update on several Public Works Department projects and initiatives including the federal program to inventory lead and copper service lines in public water systems.

11. City Manager Comment (Timestamp 1:44 on video)

- The City Manager provided his comments on the spring clean-up and weather.



## 12. City Commission Comments (Timestamp 1:45 on video)

- The City Commissioners provided their comments on the weather, spring clean-up, the accomplishments of Livingston residents and other items.

## 13. Adjournment

- Motion by Lyons, Seconded by Schwarz.
- All in favor, passed 4-0.
- Adjourned at 7:28pm.

**File Attachments for Item:**

**C. RATIFY CLAIMS PAID 3.29.2023-04.11.2023.**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>AAA CLEANING, LLC</b>							
3727	AAA CLEANING, LLC	2023.3.31	cleaning - park street	03/31/2023	2,000.00	2,000.00	04/05/2023
3727	AAA CLEANING, LLC	2023.3.31	Bennett St cleaning	03/31/2023	125.00	125.00	04/05/2023
3727	AAA CLEANING, LLC	2023.3.31	Bennett St cleaning	03/31/2023	125.00	125.00	04/05/2023
3727	AAA CLEANING, LLC	2023.3.31	Bennett St cleaning	03/31/2023	125.00	125.00	04/05/2023
3727	AAA CLEANING, LLC	2023.3.31	Bennett St cleaning	03/31/2023	125.00	125.00	04/05/2023
Total AAA CLEANING, LLC:					2,500.00	2,500.00	
<b>ALL SERVICE TIRE &amp; ALIGNMENT</b>							
22	ALL SERVICE TIRE & ALIGNME	65724	Tires	03/23/2023	1,050.00	1,050.00	04/05/2023
Total ALL SERVICE TIRE & ALIGNMENT:					1,050.00	1,050.00	
<b>BETTER DAYS CLEANING</b>							
10004	BETTER DAYS CLEANING	1196	CLEANING	03/27/2023	875.00	875.00	04/05/2023
Total BETTER DAYS CLEANING:					875.00	875.00	
<b>BIG SKY FIRE EQUIPMENT</b>							
3	BIG SKY FIRE EQUIPMENT	0502929	OPS MONITOR REPAIR	03/16/2023	822.61	822.61	04/05/2023
Total BIG SKY FIRE EQUIPMENT:					822.61	822.61	
<b>BOUND TREE MEDICAL, LLC</b>							
2662	BOUND TREE MEDICAL, LLC	84896213	Patient Supplies	03/20/2023	4,652.79	4,652.79	04/05/2023
2662	BOUND TREE MEDICAL, LLC	84903599	Patient Supplies	03/27/2023	1,198.65	1,198.65	04/05/2023
Total BOUND TREE MEDICAL, LLC:					5,851.44	5,851.44	
<b>BROCKWHITE CONSTRUCTION MATERIALS</b>							
10005	BROCKWHITE CONSTRUCTION	15813189-00	BULL FLOAT	03/22/2023	371.90	371.90	04/05/2023
Total BROCKWHITE CONSTRUCTION MATERIALS:					371.90	371.90	
<b>BUDGET AUTO GLASS</b>							
89	BUDGET AUTO GLASS	23-2774	GLASS REPLACEMENT VOLVO	03/21/2023	750.00	750.00	04/05/2023
89	BUDGET AUTO GLASS	23-2778	GLASS REPLACEMENT FORD	03/23/2023	520.00	520.00	04/05/2023
Total BUDGET AUTO GLASS:					1,270.00	1,270.00	
<b>CAROLINA SOFTWARE, Inc.</b>							
3326	CAROLINA SOFTWARE, Inc.	86514	SOFTWARE SUPPORT	04/01/2023	600.00	600.00	04/05/2023
Total CAROLINA SOFTWARE, Inc.:					600.00	600.00	
<b>CLIA LABORATORY PROGRAM</b>							
10000	CLIA LABORATORY PROGRAM	27D2102023	CERTIFICATE FEE	03/21/2023	180.00	180.00	04/05/2023
Total CLIA LABORATORY PROGRAM:					180.00	180.00	
<b>CN LLC</b>							
10004	CN LLC	751	MARCH MEETINGS	03/31/2023	100.00	100.00	04/05/2023
Total CN LLC:					100.00	100.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>COMDATA</b>							
2671	COMDATA	XW660-203893	CG72T	04/01/2023	1,359.21	1,359.21	04/05/2023
2671	COMDATA	XW660-203893	CG73p	04/01/2023	1,359.22	1,359.22	04/05/2023
2671	COMDATA	XW717/203893	CG72S	04/01/2023	1,821.73	1,821.73	04/05/2023
Total COMDATA:					4,540.16	4,540.16	
<b>CSG FORTE PAYMENTS INC</b>							
10005	CSG FORTE PAYMENTS INC	1510184	MAGTEC EDYNAMO	03/31/2023	392.69	392.69	04/05/2023
Total CSG FORTE PAYMENTS INC:					392.69	392.69	
<b>D&amp;R COFFEE SERVICE INC</b>							
10002	D&R COFFEE SERVICE INC	164498	RENTAL FEE	03/27/2023	50.00	50.00	04/05/2023
Total D&R COFFEE SERVICE INC:					50.00	50.00	
<b>DEPARTMENT OF REVENUE</b>							
122	DEPARTMENT OF REVENUE	2023_02 WMC	REGIONAL SEWER EXT APP #1	03/20/2023	2,586.49	2,586.49	03/31/2023
Total DEPARTMENT OF REVENUE:					2,586.49	2,586.49	
<b>ENERGY LABORATORIES, INC.</b>							
424	ENERGY LABORATORIES, INC.	541846	Analysis parameter	03/29/2023	174.00	174.00	04/05/2023
Total ENERGY LABORATORIES, INC.:					174.00	174.00	
<b>EXEC U CARE SERVICES, INC.</b>							
3298	EXEC U CARE SERVICES, INC.	3408	Janitorial Services	03/31/2023	2,390.13	2,390.13	04/05/2023
Total EXEC U CARE SERVICES, INC.:					2,390.13	2,390.13	
<b>FARSTAD OIL</b>							
3353	FARSTAD OIL	104545	Diesel 548G	03/27/2023	1,850.60	1,850.60	04/05/2023
Total FARSTAD OIL:					1,850.60	1,850.60	
<b>FLYING S TITLE &amp; ESCROW OF MONTANA INC</b>							
10005	FLYING S TITLE & ESCROW OF	14084-891000	PROFESSIONAL SERVICES	03/23/2023	450.00	450.00	04/05/2023
Total FLYING S TITLE & ESCROW OF MONTANA INC:					450.00	450.00	
<b>FOUR CORNERS RECYCLING, LLC</b>							
2919	FOUR CORNERS RECYCLING,	4845	Pull fees	02/28/2023	3,745.50	3,745.50	04/05/2023
2919	FOUR CORNERS RECYCLING,	CM4845	Credit	02/28/2023	945.20-	945.20-	04/05/2023
Total FOUR CORNERS RECYCLING, LLC:					2,800.30	2,800.30	
<b>GENERAL DISTRIBUTING COMPANY</b>							
1845	GENERAL DISTRIBUTING COM	0001191025CR	DOUBLE PAYMENT	01/10/2023	118.43-	118.43-	04/05/2023
1845	GENERAL DISTRIBUTING COM	0001208514	Patient Supplies	01/31/2023	35.46	35.46	04/05/2023
1845	GENERAL DISTRIBUTING COM	0001218883	Acetylene	02/28/2023	32.03	32.03	04/05/2023
1845	GENERAL DISTRIBUTING COM	0001231553	Patient Supplies	03/31/2023	113.55	113.55	04/05/2023
Total GENERAL DISTRIBUTING COMPANY:					62.61	62.61	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>GILBERT, JONATHAN</b>							
3515	GILBERT, JONATHAN	2023.3.31	REIMB SUPPLIES	03/31/2023	89.94	89.94	04/05/2023
Total GILBERT, JONATHAN:					89.94	89.94	
<b>GRAYBEAL'S ALL SERVICE</b>							
98	GRAYBEAL'S ALL SERVICE	13366	SERVICE CALL	03/20/2023	110.00	110.00	04/05/2023
Total GRAYBEAL'S ALL SERVICE:					110.00	110.00	
<b>HORIZON AUTO PARTS</b>							
1920	HORIZON AUTO PARTS	964260	ANTIFREEZE	03/18/2023	30.98	30.98	04/05/2023
Total HORIZON AUTO PARTS:					30.98	30.98	
<b>HUGHES FIRE EQUIPMENT, INC</b>							
3721	HUGHES FIRE EQUIPMENT, INC	588932	PUMPER	03/03/2023	3,350.07	3,350.07	04/05/2023
Total HUGHES FIRE EQUIPMENT, INC:					3,350.07	3,350.07	
<b>IBS INC</b>							
10004	IBS INC	800358-4	ANTACID	01/24/2023	9.13	9.13	04/05/2023
10004	IBS INC	803180-2	CAMO BRONZE	01/25/2023	180.25	180.25	04/05/2023
10004	IBS INC	804993-2	CHOP SAW BLADE	01/05/2023	233.43	233.43	04/05/2023
Total IBS INC:					422.81	422.81	
<b>INSTY-PRINTS</b>							
250	INSTY-PRINTS	15252	PERMIT TO BUILD APPL	03/30/2023	109.40	109.40	04/05/2023
Total INSTY-PRINTS:					109.40	109.40	
<b>JOHN CARROLL</b>							
10005	JOHN CARROLL	2023.3.1	REFEREE	03/31/2023	252.00	252.00	04/05/2023
Total JOHN CARROLL:					252.00	252.00	
<b>JON M HESSE PC</b>							
10005	JON M HESSE PC	45435	PROFESSIONAL SERVICES	03/30/2023	5,728.17	5,728.17	04/05/2023
Total JON M HESSE PC:					5,728.17	5,728.17	
<b>KELLEY, DARREN</b>							
3585	KELLEY, DARREN	2023.3.29	REIMB-TRAINING	03/29/2023	480.00	480.00	04/05/2023
Total KELLEY, DARREN:					480.00	480.00	
<b>KENYON NOBLE</b>							
776	KENYON NOBLE	760766	EXPANSION JOINT	02/27/2023	36.45	36.45	04/05/2023
776	KENYON NOBLE	762673	PLYWOOD	02/28/2023	23.25	23.25	04/05/2023
776	KENYON NOBLE	762751	TREATED BROWNTONE	02/28/2023	46.36	46.36	04/05/2023
776	KENYON NOBLE	762758	4X4	02/28/2023	27.62	27.62	04/05/2023
776	KENYON NOBLE	763466	Plywood	02/28/2023	23.25	23.25	04/05/2023
776	KENYON NOBLE	764310	PREMIX CONCRETE	03/01/2023	31.74	31.74	04/05/2023
776	KENYON NOBLE	766522	QUICK CONCRETE	03/02/2023	12.99	12.99	04/05/2023
776	KENYON NOBLE	782138	BALL VALVE	03/13/2023	49.99	49.99	04/05/2023
776	KENYON NOBLE	797384	BROOM ADAPTER	03/22/2023	108.97	108.97	04/05/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total KENYON NOBLE:					360.62	360.62	
<b>KOZERA, ERIC</b>							
10000	KOZERA, ERIC	2023.3	REFEREE	03/31/2023	684.00	684.00	04/05/2023
Total KOZERA, ERIC:					684.00	684.00	
<b>LEHRKIND'S COCA-COLA</b>							
2830	LEHRKIND'S COCA-COLA	2031177	Water	03/22/2023	40.00	40.00	04/05/2023
Total LEHRKIND'S COCA-COLA:					40.00	40.00	
<b>LILY WEIMER</b>							
10005	LILY WEIMER	2023.3	REFEREE	03/31/2023	252.00	252.00	04/05/2023
Total LILY WEIMER:					252.00	252.00	
<b>LIVINGSTON ACE HARDWARE - #122005</b>							
26	LIVINGSTON ACE HARDWARE -	B75433	CEMENT	02/27/2023	17.99	17.99	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B75710	UTILITY PUMP	02/28/2023	119.99	119.99	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B76028	NOZZLE	03/01/2023	19.98	19.98	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B76523	FOAM TAPE	03/02/2023	11.18	11.18	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B76692	DUAL UTILTY PUMP	03/02/2023	109.99	109.99	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B78381	CHAINSAW CHAIN	03/07/2023	19.99	19.99	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B78409	SUPPLY HOSE	03/07/2023	15.54	15.54	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B78563	Fastners	03/07/2023	1.40	1.40	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B78734	COUPLE	03/08/2023	1.79	1.79	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B78757	GLOVES	03/08/2023	114.93	114.93	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B78778	Fastners	03/08/2023	6.35	6.35	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B78946	CoNNECTOR	03/08/2023	6.99	6.99	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B79428	SUPPLIES	03/09/2023	169.22	169.22	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B80718	ELEC TAPE	03/13/2023	70.34	70.34	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B81585	BATTERIES	03/15/2023	55.96	55.96	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B81609	RETURNED LED BLB	03/15/2023	79.95-	79.95-	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B83717	FASTNERS	03/20/2023	20.99	20.99	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B84060	SPRAY PAINT	03/21/2023	7.99	7.99	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B84677	DRY ERAS	03/23/2023	27.98	27.98	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B84690	Spray Paint	03/23/2023	11.98	11.98	04/05/2023
26	LIVINGSTON ACE HARDWARE -	B84818	Spray Paint	03/23/2023	32.50	32.50	04/05/2023
Total LIVINGSTON ACE HARDWARE - #122005:					763.13	763.13	
<b>LIVINGSTON HEALTH CARE</b>							
55	LIVINGSTON HEALTH CARE	0018078	PT SUPPLIES	03/23/2023	27.74	27.74	04/05/2023
55	LIVINGSTON HEALTH CARE	200232941	770361939	03/21/2023	31.50	31.50	04/05/2023
Total LIVINGSTON HEALTH CARE:					59.24	59.24	
<b>MATHIAS, HANNAH</b>							
10003	MATHIAS, HANNAH	2023.3	REFEREE	03/31/2023	420.00	420.00	04/05/2023
Total MATHIAS, HANNAH:					420.00	420.00	
<b>MISC</b>							
99999	MISC	TK2022-0265	Bond Release	03/28/2023	885.00	885.00	03/31/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MISC:					885.00	885.00	
<b>MONTANA DEPT OF ENVIRONMENTAL</b>							
2346	MONTANA DEPT OF ENVIRONM	2023.3.15	WASTEWATER APP FEE	03/15/2023	140.00	140.00	04/05/2023
Total MONTANA DEPT OF ENVIRONMENTAL:					140.00	140.00	
<b>MONTANA LANGUAGE SERVICES</b>							
10005	MONTANA LANGUAGE SERVIC	2023.3.2	INTERPRETING	03/02/2023	95.00	95.00	04/05/2023
Total MONTANA LANGUAGE SERVICES:					95.00	95.00	
<b>MONTANA STATE - FIRE SERVICES TRAINING</b>							
2631	MONTANA STATE - FIRE SERVI	34-187	Fire TRAINING	03/02/2023	2,400.00	2,400.00	04/05/2023
2631	MONTANA STATE - FIRE SERVI	34-187	Fire TRAINING	03/02/2023	7,350.00	7,350.00	04/05/2023
Total MONTANA STATE - FIRE SERVICES TRAINING:					9,750.00	9,750.00	
<b>MUNICIPAL EMERGENCY SERVICES</b>							
2604	MUNICIPAL EMERGENCY SERV	IN1852406	OPS PPE	03/28/2023	961.86	961.86	04/05/2023
Total MUNICIPAL EMERGENCY SERVICES:					961.86	961.86	
<b>MURDOCH'S RANCH &amp; HOME SUPPLY</b>							
3688	MURDOCH'S RANCH & HOME S	13/37	SHEET METAL	03/02/2023	12.99	12.99	04/05/2023
3688	MURDOCH'S RANCH & HOME S	60/37	TAIL LEFT	03/20/2023	23.98	23.98	04/05/2023
3688	MURDOCH'S RANCH & HOME S	64/37	BUCKET	03/23/2023	37.45	37.45	04/05/2023
3688	MURDOCH'S RANCH & HOME S	K000056/B	TOWELS	03/01/2023	20.98	20.98	04/05/2023
3688	MURDOCH'S RANCH & HOME S	K00073/37	PROPANE	03/07/2023	10.53	10.53	04/05/2023
3688	MURDOCH'S RANCH & HOME S	KO41/37	HYD FLUID	03/13/2023	29.99	29.99	04/05/2023
3688	MURDOCH'S RANCH & HOME S	KO65/B	CATTLE PANEL	03/23/2023	43.98	43.98	04/05/2023
Total MURDOCH'S RANCH & HOME SUPPLY:					179.90	179.90	
<b>NORTH CENTRAL LABORATORIES</b>							
33	NORTH CENTRAL LABORATORI	484391	agar plates	03/13/2023	1,561.18	1,561.18	04/05/2023
33	NORTH CENTRAL LABORATORI	484552	agar plates	03/15/2023	425.00	425.00	04/05/2023
Total NORTH CENTRAL LABORATORIES:					1,986.18	1,986.18	
<b>NORTHWEST PIPE FITTINGS, INC</b>							
423	NORTHWEST PIPE FITTINGS, I	5896333	COUPLING	03/17/2023	441.84	441.84	04/05/2023
Total NORTHWEST PIPE FITTINGS, INC:					441.84	441.84	
<b>NORTHWESTERN ENERGY</b>							
151	NORTHWESTERN ENERGY	0708370-2 202	8th & Park Sprinklers	03/14/2023	13.01	13.01	03/31/2023
151	NORTHWESTERN ENERGY	0709877-5 202	200 E Reservoir (north side hill)	03/07/2023	561.92	561.92	03/31/2023
151	NORTHWESTERN ENERGY	0709880-9 202	200 River Drive - Pool	03/10/2023	341.91	341.91	03/31/2023
151	NORTHWESTERN ENERGY	0709881-7 202	229 River Drive - Civic Center	03/09/2023	2,342.29	2,342.29	03/31/2023
151	NORTHWESTERN ENERGY	0709882-5 202	229 River Drive - Pump Civic Cent	03/14/2023	.00	.00	
151	NORTHWESTERN ENERGY	0719271-9 202	601 Robin Lane - Well	03/08/2023	2,442.51	2,442.51	03/31/2023
151	NORTHWESTERN ENERGY	0719272-7 202	4 Billman Lane - Well	03/08/2023	1,258.90	1,258.90	03/31/2023
151	NORTHWESTERN ENERGY	0719358-4 202	Street Lights - Livingston	03/14/2023	2,954.97	2,954.97	03/31/2023
151	NORTHWESTERN ENERGY	0719373-3 202	229 River Drive	03/14/2023	8.60	8.60	03/31/2023
151	NORTHWESTERN ENERGY	0720113-0 202	229 River Drive - CC Building	03/09/2023	238.37	238.37	03/31/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	0720122-1 202	400 North M	03/14/2023	12.60	12.60	03/31/2023
151	NORTHWESTERN ENERGY	0802599-1 202	608 W Chinook	03/14/2023	48.87	48.87	03/31/2023
151	NORTHWESTERN ENERGY	0933715-5 202	710 W Callender	03/14/2023	33.75	33.75	03/31/2023
151	NORTHWESTERN ENERGY	3015965-1 9.2	330 BENNETT-FIRE TRAINING C	09/08/2022	109.55	109.55	04/05/2023
Total NORTHWESTERN ENERGY:					10,367.25	10,367.25	

**PARK COUNTY**

272	PARK COUNTY	1ST QTR	GIS	04/01/2023	17,890.95	17,890.95	04/05/2023
272	PARK COUNTY	1ST QTR	GIS	04/01/2023	2,555.85	2,555.85	04/05/2023
272	PARK COUNTY	1ST QTR	GIS	04/01/2023	2,555.85	2,555.85	04/05/2023
272	PARK COUNTY	1ST QTR	GIS	04/01/2023	2,555.85	2,555.85	04/05/2023
272	PARK COUNTY	1ST QTR	SANITARIAN	04/01/2023	12,770.57	12,770.57	04/05/2023
272	PARK COUNTY	1ST QTR	BUILDING MAINT	04/01/2023	5,173.34	5,173.34	04/05/2023
272	PARK COUNTY	1ST QTR	MRDTF	04/01/2023	3,125.00	3,125.00	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	1,190.83	1,190.83	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	714.50	714.50	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	476.33	476.33	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	238.17	238.17	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	476.33	476.33	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	238.17	238.17	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	714.50	714.50	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	3,334.31	3,334.31	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	238.17	238.17	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	1,786.25	1,786.25	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	238.17	238.17	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	952.67	952.67	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	2,143.50	2,143.50	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	204.82	204.82	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	952.67	952.67	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	257.22	257.22	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	1,071.75	1,071.75	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	238.17	238.17	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	261.98	261.98	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	595.42	595.42	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	952.67	952.67	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	238.17	238.17	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	228.64	228.64	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	952.67	952.67	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	238.17	238.17	04/05/2023
272	PARK COUNTY	1ST QTR	IT WAGES	04/01/2023	1,786.25	1,786.25	04/05/2023
272	PARK COUNTY	2ND QTR	GIS	04/01/2023	14,165.90	14,165.90	04/05/2023
272	PARK COUNTY	2ND QTR	GIS	04/01/2023	2,023.70	2,023.70	04/05/2023
272	PARK COUNTY	2ND QTR	GIS	04/01/2023	2,023.70	2,023.70	04/05/2023
272	PARK COUNTY	2ND QTR	GIS	04/01/2023	2,023.70	2,023.70	04/05/2023
272	PARK COUNTY	2ND QTR	SANITARIAN	04/01/2023	12,318.71	12,318.71	04/05/2023
272	PARK COUNTY	2ND QTR	BUILDING MAINT	04/01/2023	7,246.82	7,246.82	04/05/2023
272	PARK COUNTY	2ND QTR	MRDTF	04/01/2023	3,125.00	3,125.00	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	1,189.25	1,189.25	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	713.55	713.55	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	475.70	475.70	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	237.85	237.85	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	475.70	475.70	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	237.85	237.85	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	713.55	713.55	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	3,329.91	3,329.91	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	237.85	237.85	04/05/2023



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	1,783.88	1,783.88	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	237.85	237.85	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	951.40	951.40	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	2,140.66	2,140.66	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	204.55	204.55	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	951.40	951.40	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	256.88	256.88	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	1,070.33	1,070.33	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	237.85	237.85	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	261.64	261.64	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	594.63	594.63	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	951.40	951.40	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	237.85	237.85	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	228.34	228.34	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	951.40	951.40	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	237.85	237.85	04/05/2023
272	PARK COUNTY	2ND QTR	IT WAGES	04/01/2023	1,783.88	1,783.88	04/05/2023
272	PARK COUNTY	3RD QTR	GIS	04/01/2023	13,181.00	13,181.00	04/05/2023
272	PARK COUNTY	3RD QTR	GIS	04/01/2023	1,883.00	1,883.00	04/05/2023
272	PARK COUNTY	3RD QTR	GIS	04/01/2023	1,883.00	1,883.00	04/05/2023
272	PARK COUNTY	3RD QTR	GIS	04/01/2023	1,883.00	1,883.00	04/05/2023
272	PARK COUNTY	3RD QTR	SANITARIAN	04/01/2023	11,519.54	11,519.54	04/05/2023
272	PARK COUNTY	3RD QTR	BUILDING MAINT	04/01/2023	6,510.15	6,510.15	04/05/2023
272	PARK COUNTY	3RD QTR	MRDTF	04/01/2023	3,125.00	3,125.00	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	1,040.11	1,040.11	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	624.07	624.07	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	416.05	416.05	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	208.02	208.02	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	416.05	416.05	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	208.02	208.02	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	624.07	624.07	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	2,912.35	2,912.35	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	208.02	208.02	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	1,560.17	1,560.17	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	208.02	208.02	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	832.09	832.09	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	1,872.21	1,872.21	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	178.90	178.90	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	832.09	832.09	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	224.66	224.66	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	936.10	936.10	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	208.02	208.02	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	228.83	228.83	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	520.06	520.06	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	832.09	832.09	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	208.02	208.02	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	199.70	199.70	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	832.09	832.09	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	208.02	208.02	04/05/2023
272	PARK COUNTY	3RD QTR	IT WAGES	04/01/2023	1,560.17	1,560.17	04/05/2023

Total PARK COUNTY:

189,051.13 189,051.13

**PIERCE, JOSH**

2861	PIERCE, JOSH	2023.3.29	Reimb BLDING REPAIRS	03/29/2023	248.86	248.86	04/05/2023
2861	PIERCE, JOSH	2023.4.1	Reimb SUPPLIES	04/01/2023	18.98	18.98	04/05/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total PIERCE, JOSH:				267.84	267.84	
<b>POLYDYNE INC.</b>							
3144	POLYDYNE INC.	1721798	Clarifloc	03/09/2023	7,958.00	7,958.00	04/05/2023
	Total POLYDYNE INC.:				7,958.00	7,958.00	
<b>REDSTONE LEASING</b>							
3842	REDSTONE LEASING	2023.5	Lease 55 of 60	04/01/2023	203.07	203.07	04/05/2023
	Total REDSTONE LEASING:				203.07	203.07	
<b>SAFETRAC</b>							
3143	SAFETRAC	39121	CDL Services	04/01/2023	242.00	242.00	04/05/2023
	Total SAFETRAC:				242.00	242.00	
<b>SENSIT TECHNOLOGIES LLC</b>							
10001	SENSIT TECHNOLOGIES LLC	0343102-IN	GAS METER REPAIR	03/16/2023	299.50	299.50	04/05/2023
	Total SENSIT TECHNOLOGIES LLC:				299.50	299.50	
<b>SPECIAL LUBE</b>							
1814	SPECIAL LUBE	224-280-8973	Oil Change	03/31/2023	60.00	60.00	04/05/2023
	Total SPECIAL LUBE:				60.00	60.00	
<b>TD&amp;H ENGINEERING, INC</b>							
3390	TD&H ENGINEERING, INC	32765	ON-CALL:WATER MODELING	02/16/2023	161.00	161.00	04/05/2023
3390	TD&H ENGINEERING, INC	32765	ON-CALL QUIESEL EASEMENT	02/16/2023	344.32	344.32	04/05/2023
3390	TD&H ENGINEERING, INC	32765	ON-CALL QUIESEL EASEMENT	02/16/2023	344.31	344.31	04/05/2023
3390	TD&H ENGINEERING, INC	32765	ON-CALL QUIESEL EASEMENT	02/16/2023	344.32	344.32	04/05/2023
3390	TD&H ENGINEERING, INC	32765	WRF RIVER SURVEY	02/16/2023	1,403.90	1,403.90	04/05/2023
3390	TD&H ENGINEERING, INC	32766	REGIONAL SEWER EXTENSION	02/17/2023	6,741.00	6,741.00	04/05/2023
3390	TD&H ENGINEERING, INC	32767	2023 DOWNTOWN ALLEY CIP	02/17/2023	5,259.38	5,259.38	04/05/2023
3390	TD&H ENGINEERING, INC	32767	2023 DOWNTOWN ALLEY CIP	02/17/2023	7,889.06	7,889.06	04/05/2023
3390	TD&H ENGINEERING, INC	32767	2023 DOWNTOWN ALLEY CIP	02/17/2023	7,889.06	7,889.06	04/05/2023
	Total TD&H ENGINEERING, INC:				30,376.35	30,376.35	
<b>TOWN &amp; COUNTRY FOODS - LIVINGSTON</b>							
2595	TOWN & COUNTRY FOODS - LI	2023.3.23	StaION SUPPLIES	03/23/2023	16.40	16.40	04/05/2023
	Total TOWN & COUNTRY FOODS - LIVINGSTON:				16.40	16.40	
<b>UPS STORE #2420, THE</b>							
292	UPS STORE #2420, THE	2023.3.27	ShipPING	03/27/2023	6.29	6.29	04/05/2023
	Total UPS STORE #2420, THE:				6.29	6.29	
<b>WASTE TEK SOLUTIONS</b>							
10003	WASTE TEK SOLUTIONS	1154	COMPACTOR REPAIR	01/24/2023	7,256.82	7,256.82	04/05/2023
	Total WASTE TEK SOLUTIONS:				7,256.82	7,256.82	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>WHISTLER TOWING, LLC</b>							
3237	WHISTLER TOWING, LLC	14400	IMPOUND honda	04/03/2023	85.00	85.00	04/05/2023
3237	WHISTLER TOWING, LLC	42707	IMPOUND CHEVY	03/22/2023	85.00	85.00	04/05/2023
3237	WHISTLER TOWING, LLC	7472	EMS VEHICLE REPAIR	03/16/2023	574.66	574.66	04/05/2023
Total WHISTLER TOWING, LLC:					744.66	744.66	
<b>WISPWEST.NET</b>							
2087	WISPWEST.NET	796288	Internet-CIVIC CENTER	04/01/2023	63.51	63.51	04/05/2023
2087	WISPWEST.NET	796288	Internet SOCCER	04/01/2023	85.19	85.19	04/05/2023
Total WISPWEST.NET:					148.70	148.70	
<b>XYLEM DEWATING SOLUTION, INC.</b>							
2432	XYLEM DEWATING SOLUTION, I	716013591	DIGESTER MIXING PUMP REPA	02/08/2023	14,055.60	14,055.60	04/05/2023
Total XYLEM DEWATING SOLUTION, INC.:					14,055.60	14,055.60	
Grand Totals:					317,563.68	317,563.68	

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

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

**File Attachments for Item:**

**D. ACCEPT THE PLEDGED SECURITIES REPORT AS OF MARCH 31, 2023.**

**DEPOSITORY BONDS AND SECURITIES**  
**March 31, 2023**

	<u>MATURITY</u>	<u>CUSIP NO.</u>		<u>TOTAL AMOUNT PLEGGED</u>
<b>FIRST INTERSTATE BANK</b>				
All Accounts				
Federal Deposit Insurance Corporation			\$	250,000.00
FMAR	11/1/2047	31326MKC6		1,589,126.40
FMNT	4/27/2029	3134GWEL6		7,000,000.00
FNNT	7/29/2030	3134GWGJ9		6,000,000.00
FNRM	3/25/2037	3136B43E6		1,929,448.00
<b>TOTAL - First Interstate Bank</b>				<u><u>\$ 16,768,574.40</u></u>
 <b>OPPORTUNITY BANK</b>				
All Accounts				
Federal Deposit Insurance Corporation			\$	250,000.00
Manhattan MT School District	7/1/2025	563113AN9		140,000.00
Marion OH LTD Tax GO	12/1/1931	569832MU9		390,000.00
<b>TOTAL - Opportunity Bank</b>				<u><u>\$ 780,000.00</u></u>

**PLEDGED SECURITIES AND CASH IN BANK**  
**As of**  
**March 31, 2023**

**First Interstate Bank**

---

	<u>Total</u>
Cash & CD's on Deposit	\$ 12,686,863.75
FDIC Coverage	250,000.00
Amount Remaining	<u>12,436,863.75</u>
Pledges required @ 50%	6,218,431.88
Actual Amount of Pledges	16,518,574.40
Over (Under) Pledged	<u><u>\$ 10,300,142.53</u></u>

**PLEDGED SECURITIES AND CASH IN BANK**  
**As of**  
**March 31, 2023**

**Opportunity Bank of Montana**

---

	<u>Total</u>
Cash & CD's on Deposit	\$ 730,458.67
FDIC Coverage	250,000.00
Amount Remaining	<u>480,458.67</u>
Pledges required @ 50%	240,229.34
Actual Amount of Pledges	530,000.00
Over (Under) Pledged	<u><u>\$ 289,770.67</u></u>

**File Attachments for Item:**

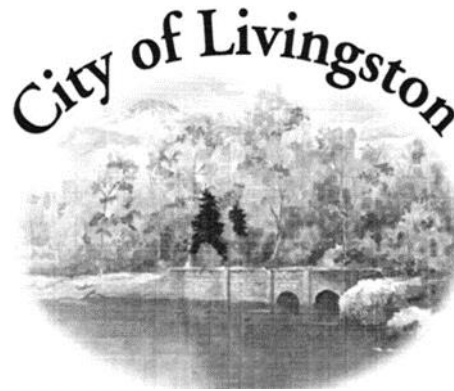
**E. PRESENTATION OF COSTS OF CITY MANAGER RECRUITMENT.**



**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: April 18, 2023  
To: Chair Nootz and City Commissioners  
From: Grant Gager, City Manager

**Staff Report Presenting the Costs of the City Manager Recruitment**

**Recommendation and Summary**

City staff is providing the Commission with a summary of the costs related to the City Manager recruitment process from the fall of 2022. As this information is being provided in response to a Commission request, no motion is required or requested.

The reasons for the request are as follows:

- The City has received inquiries about the cost of the recent City Manager recruitment.
- The Livingston Municipal Code provides the opportunity for Commissioners to request that an item be placed on the agenda of an upcoming meeting for consideration.

**Introduction and History**

Chapter 2 of the Livingston Municipal Code provides the opportunity for City Commissioners to request that an item be placed on the agenda of an upcoming meeting. The City Manager has received such a request and is providing the requested information for Commission consideration.

**Analysis**

In the late summer and fall of 2022, the City of Livingston undertook a nationwide recruitment to fill its City Manager position. The costs associated with that process are presented for Commission review and consideration.

**Fiscal Impact**

The items included in this report have already been paid from City funds.

**Strategic Alignment**

Upholding the requirements of the Livingston Municipal Code is the responsibility of the City Manager.

**Attachments**

- Attachment A: Summary of Costs Incurred

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
*			<b>03/31/2022 (03/22) Balance</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*			<b>04/30/2022 (04/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
*			<b>05/31/2022 (05/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
*			<b>06/30/2022 (06/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
*			<b>06/30/2022 (13/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
*			<b>06/30/2022 (14/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
*			<b>07/01/2022 (00/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
*			<b>07/31/2022 (07/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
07/27/2022*	AP	272.0001	GMP CONSULTANTS LLC	6,000.00	.00	6,000.00
08/16/2022*	AP	453.0001	GMP CONSULTANTS LLC	3,988.98	.00	9,988.98
*			<b>08/31/2022 (08/22) Period Totals ***</b>	<b>9,988.98</b>	<b>.00</b>	<b>9,988.98</b>
*						
*			<b>09/30/2022 (09/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>9,988.98</b>
*						
10/07/2022*	AP	162.0001	GMP CONSULTANTS LLC	6,000.00	.00	15,988.98

Amount type: Actual  
 Display: Reference detail

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
10/07/2022*	AP	314.0001	CLEAN SLATE GROUP	1,675.00	.00	17,663.98
*			<b>10/31/2022 (10/22) Period Totals ***</b>	<b>7,675.00</b>	<b>.00</b>	<b>17,663.98</b>
*						
11/08/2022*	AP	354.0001	GMP CONSULTANTS LLC	7,548.75	.00	25,212.73
*			<b>11/30/2022 (11/22) Period Totals ***</b>	<b>7,548.75</b>	<b>.00</b>	<b>25,212.73</b>
*						
*			<b>12/31/2022 (12/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>25,212.73</b>
*						
*			<b>01/31/2023 (01/23) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>25,212.73</b>
*						
*			<b>02/28/2023 (02/23) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>25,212.73</b>
*						
*			<b>03/31/2023 (03/23) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>25,212.73</b>
*						
*			<b>04/30/2023 (04/23) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>25,212.73</b>

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
*			<b>03/31/2022 (03/22) Balance</b>	<b>.00</b>	<b>.00</b>	<b>1,053.52</b>
*			<b>04/30/2022 (04/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>1,053.52</b>
*						
*			<b>05/31/2022 (05/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>1,053.52</b>
*						
07/01/2022*	AP	1154.0001	MASTERCARD	45.43	.00	1,098.95
*			<b>06/30/2022 (06/22) Period Totals ***</b>	<b>45.43</b>	<b>.00</b>	<b>1,098.95</b>
*						
*			<b>06/30/2022 (13/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>1,098.95</b>
*						
*			<b>06/30/2022 (14/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>1,098.95</b>
*						
*			<b>07/01/2022 (00/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
*			<b>07/31/2022 (07/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
*			<b>08/31/2022 (08/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
08/23/2022*	AP	245.0001	JENNIFER SEVERSON	734.48	.00	734.48
*			<b>09/30/2022 (09/22) Period Totals ***</b>	<b>734.48</b>	<b>.00</b>	<b>734.48</b>
*						
*			<b>10/31/2022 (10/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>734.48</b>

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
*						
10/08/2022*	AP	102.0001	TONY GRAFF	1,908.64	.00	2,643.12
10/17/2022*	AP	101.0001	JONATHAN CANNON	983.62	.00	3,626.74
*			<b>11/30/2022 (11/22) Period Totals ***</b>	<b>2,892.26</b>	<b>.00</b>	<b>3,626.74</b>
*						
01/25/2023	JE	2023035.0014	Travel Expenses	.00	(3,626.74)	.00
*			<b>12/31/2022 (12/22) Period Totals ***</b>	<b>.00</b>	<b>(3,626.74)</b>	<b>.00</b>
*						
*			<b>01/31/2023 (01/23) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
*			<b>02/28/2023 (02/23) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
*			<b>03/31/2023 (03/23) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
*			<b>04/30/2023 (04/23) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>

CITY OF LIVINGSTON

Account Inquiry - Detail  
 Periods: 06/22 - 04/23  
 Account: 1000-403-410400-370 TRAVEL/LODGING/MEALS

Date	Journal	Reference	Description	Debit Amount	Credit Amount
*			<b>05/31/2022 (05/22) Balance</b>	<b>.00</b>	<b>.00</b>
*			<b>06/30/2022 (06/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>
*				.00	.00
*			<b>06/30/2022 (13/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>
*				.00	.00
*			<b>06/30/2022 (14/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>
*				.00	.00
*			<b>07/01/2022 (00/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>
*				.00	.00
*			<b>07/31/2022 (07/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>
*				.00	.00
*			<b>08/31/2022 (08/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>
*				.00	.00
*			<b>09/30/2022 (09/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>
*				.00	.00
10/14/2022	AP	313.0001	EFFERVESCENT CATERING CO	3000	.00
*			<b>10/31/2022 (10/22) Period Totals ***</b>	<b>3,000.00</b>	<b>.00</b>
*				.00	.00
11/01/2022	AP	730.0001	MASTERCARD	618.36	.00

11/01/2022	AP	731.0001	MASTERCARD	.00	-2
11/01/2022	AP	732.0001	MASTERCARD	2	.00
11/01/2022	AP	734.0001	MASTERCARD	210	.00
11/01/2022	AP	735.0001	MASTERCARD	148.12	.00
11/01/2022	AP	737.0001	MASTERCARD	649.8	.00
11/01/2022	AP	738.0001	MASTERCARD	191.09	.00
11/01/2022	AP	739.0001	MASTERCARD	191.09	.00
11/01/2022	AP	740.0001	MASTERCARD	545.56	.00
*			<b>11/30/2022 (11/22) Period Totals ***</b>	<b>2,556.02</b>	<b>(2.00)</b>
*				.00	.00
12/01/2022	AP	103.0001	MR KEVIN DENNY	2246.28	.00
01/19/2023	JE	2023038.0027	2022_10 Hotel Graff	618.36	.00
01/19/2023	JE	2023038.0028	2022_10 Test Charge to Card	.00	(2.00)
01/19/2023	JE	2023038.0029	2022_10 Test Charge to Card	2.00	.00
01/19/2023	JE	2023038.0031	2022_10 Team Lunch CM Interview Day	210.00	.00
01/19/2023	JE	2023038.0032	2022_10 Snacks CM Interview	148.12	.00
01/19/2023	JE	2023038.0034	2022_Hotel Denny	649.80	.00
01/19/2023	JE	2023038.0035	2022_10 Hotel Cannon	191.09	.00
01/19/2023	JE	2023038.0036	2022_10 Hotel Cannon	191.09	.00
01/19/2023	JE	2023038.0037	2022_10 Hotel Gager	545.56	.00
01/25/2023	JE	2023035.0016	Travel Expenses	2,892.26	.00
*			<b>12/31/2022 (12/22) Period Totals ***</b>	<b>7,694.56</b>	<b>(2.00)</b>
*				.00	.00

*			<b>01/31/2023 (01/23) Period Totals ***</b>	<b>.00</b>	<b>.00</b>
*				.00	.00
*			<b>02/28/2023 (02/23) Period Totals ***</b>	<b>.00</b>	<b>.00</b>
*				.00	.00
03/08/2023	AP	156.0001	LIVINGSTON DEPOT FOUNDATION INC	600	.00
*			<b>03/31/2023 (03/23) Period Totals ***</b>	<b>600.00</b>	<b>.00</b>
*				.00	.00
*			<b>04/30/2023 (04/23) Period Totals ***</b>	<b>.00</b>	<b>.00</b>

Amount type: Actual  
 Display: Reference detail



4/13/2023  
Page: 1

Balance
<b>386.80</b>
<b>386.80</b>
386.80
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<b>.00</b>
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<b>3,000.00</b>
3,000.00
3,618.36

3,616.36
3,618.36
3,828.36
3,976.48
4,626.28
4,817.37
5,008.46
5,554.02
<b>5,554.02</b>
5,554.02
7,800.30
8,418.66
8,416.66
8,418.66
8,628.66
8,776.78
9,426.58
9,617.67
9,808.76
10,354.32
13,246.58
<b>13,246.58</b>
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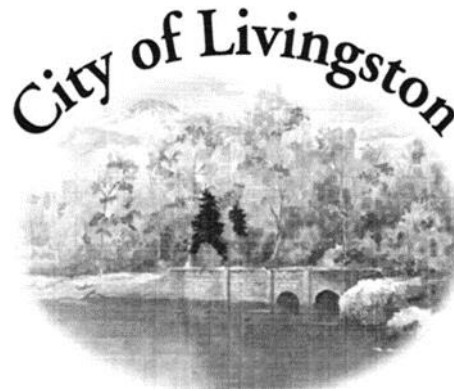
**File Attachments for Item:**

**F. CONSIDERATION OF LETTER OF SUPPORT FOR RIVERS AND PARKS TRAILS  
CONSERVATION ASSISTANCE PROGRAM.**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingtonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 4/18/2023  
To: Chair Nootz and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Letter of Support for Rivers and Trails Conservation Assistance Program Application**

**Recommendation and Summary**

Staff is recommending the Commission approve a letter of support for Park County Environmental Council’s Rivers and Trails Conservation Assistance (RTCA) Program application by adopting the following motion:

“I move to approve a letter of support for Park County Environmental Council’s Rivers and Trails Conservation Assistance (RTCA) Program application and authorize the City Manager to sign the letter.”

The reasons for the recommendation are as follows:

- Park County Environmental Council is seeking a letter of support for a Rivers and Trails Conservation Assistance (RTCA) Program application.
- The application, if approved, seeks to help identify gaps in flood preparedness and recovery.

**Introduction and History**

The National Park Service’s Rivers and Trails Conservation Assistance (RTCA) Program provides various forms of assistance to communities. As part of organizational development and capacity building around flood preparedness and recovery, the gaps analysis will help guide some of the needs and RTCA can help design community outreach strategies, help set priorities, identify funding, and develop and organizational framework for prioritized projects.

**Analysis**

The Park County Environmental Council has requested the City’s support for their application for the project. The City’s support for the project would include staff involvement and certain supporting resources including meeting space and support.

**Fiscal Impact**

There is no fiscal impact arising from the letter of support.

**Strategic Alignment**

Increased partnerships with external organizations is an objective of the Growth Policy as noted below:

- Strategy 10.2.1.2: Communicate and collaborate with the National Park Service, Montana Fish, Wildlife, and Parks, and the National Forest Service as needed.

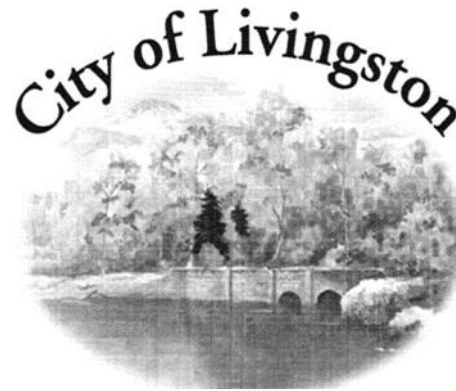
**Attachments**

- Attachment A: Draft Letter of Support

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

April 18, 2023

Park County Environmental Council  
215 E Lewis St  
Livingston, MT 59047

Dear Park County Environmental Council,

This letter is to confirm the City of Livingston’s support for the work to be conducted in coordination with the National Park Service’s Rivers and Trails Conservation Assistance (RTCA) Program in Park County, Montana.

The City of Livingston has been involved in flood recovery, mitigation and planning efforts since the event last June. We are excited for the opportunity to work with Park County Environmental Council (PCEC) in their efforts to work toward a more flood resilient community.

Our commitment is to participate in the community outreach, prioritization of projects for flood preparedness and recovery and creating of an organizational framework for implementing flood resilience projects. Both my staff and I are available to support the project, as needed.

We appreciate this opportunity.

Thank you,

Grant Gager  
City Manager

**File Attachments for Item:**

**A. PRESENTATION OF WISHBERRY HOLLOW PROJECT PLAN FOR 2023**



# eubank creative

CREATIVITY THAT MAKES CONNECTIONS

**MEGAN EUBANK** Graphic Designer // Art Director  
e [megan@eubankcreative.com](mailto:megan@eubankcreative.com) t 406.579.5318  
106 East Callender St. | Livingston, MT 59047  
[www.eubankcreative.com](http://www.eubankcreative.com)

WISHBERRY  
HOLLOW

an ENCHANTED  
PIXIE COMMUNITY

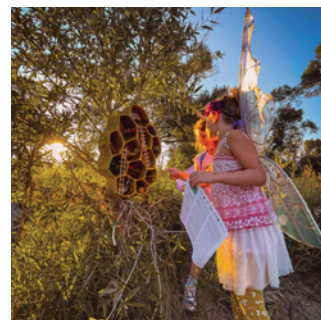
A rustle in the wind reminds us a fairy is near.

~Author unknown

MYERS' RIVER VIEW TRAIL

LIVINGSTON, MT

SUMMER 2023





## 1\_PROJECT OVERVIEW

**Wishberry Hollow: An Enchanted Pixie Community** is the culmination of love and labor of local artists and fairy enthusiasts, who come together to lure our fairy friends into temporary dwellings as they pass through the area on their late summer migration. A pocket of the Myers' River View Trail in Livingston, Montana is transformed into a fairy sanctuary during this 2-week migration. Wishberry Hollow sparks the imagination in both the youngest sprite and the eldest of wizards, brings together the beauty of nature, the whimsy of magic, and moments of curiosity, all enriching a sense of wonder in art and the natural world. This project serves as a great collaboration, bringing together local artists and the entire community for a 2-week public art event that is centered around beauty and joy.

## 2\_LOCATION: MYERS RIVER VIEW TRAIL

Wishberry Hollow has had great success at the Myer's River View Trail the last two summers. I have received permission from Livingston Parks & Trails to use this trail again for another installment of the fairy village. This trail offers all of the key elements we are looking for in a location:

1. Accessibility
2. Gets people outside
3. Safety
4. Prime fairy habitat
5. Dogs leashed (fairies would be frightened by lots of loose dogs)
6. Parking available

## 3\_PROJECT DATES

**PROJECT START DATE:** Friday, July 28, 2023 (installation, evening)

**PROJECT END DATE:** Sunday, August 13, 2023 (take-down, evening)

## 4\_TEAM

### **Eubank Creative (Megan Eubank)**

Project Lead | Project Management | Artist Sourcing | Project Design | Marketing

### **Livingston Parks and Trails (Connor Cavigli + Sarah Stands):**

Coordinating Trail Usage | Timing/Logistics | Project Set-up/Take-down | Spreading the word

### **City of Livingston Recreation Department (Maggie Tarr):**

Special Events Permissions & Fees | Project Set-up/Take-down | Spreading the word

### **Participating Artists:**

15+ artists who will be assigned a specific site in the designated area to build their fairy dwelling.

### 5\_SUCCESS OF THE 2021 & 2022 WISHBERRY HOLLOW PROJECTS

Wishberry Hollow has been a success for the past 2 summers, gaining momentum, popularity, and magic. During last summers' event, Wishberry Hollow was absolutely full of visitors, both local and from afar, and attracted children and adults alike, all who found joy in this special, creative project. Over the 2 weeks that the fairy village was up, over 800 maps were used. We are estimating that between 1500-2000 visitors came to experience Wishberry Hollow. At any given moment, you would find the normally quiet parking lot full of cars and bikes with visitors excited to experience the magic, and hoping to catch a glimpse of a fairy. The project brought together 22 artist/fairy enthusiasts, who were all excited to be part of a public art experience that brought joy to the community.

The *Livingston Enterprise* caught wind of the magic and showcased a front page story on the project in both 2021 and 2022. A travel blogger made a special visit to Wishberry Hollow and wrote about her experience. Enamored by the magic of Wishberry Hollow, the *Montana Quarterly* also wrote about the project in their Fall 2022 issue (see thumbnail below). The Active Transportation Coalition hosted an evening community bike ride through the pixie community in both 2021 and 2022. Preschools organized field trips to Wishberry Hollow to allow their students to experience the magic. And this past year, the anonymous, elusive and well-known land artist, dubbed "Montana Banksy", secretly contributed to the project by creating a protective dragon watching over the fairies of Wishberry Hollow, and even created a "Fairy Pet Shop", both which appeared magically overnight in true Montana Banksy fashion, and delighted all who entered the fairy village. Each night tiny rock pets would escape the pet shop for children to find and adopt. Something magical was taking place at Wishberry Hollow.



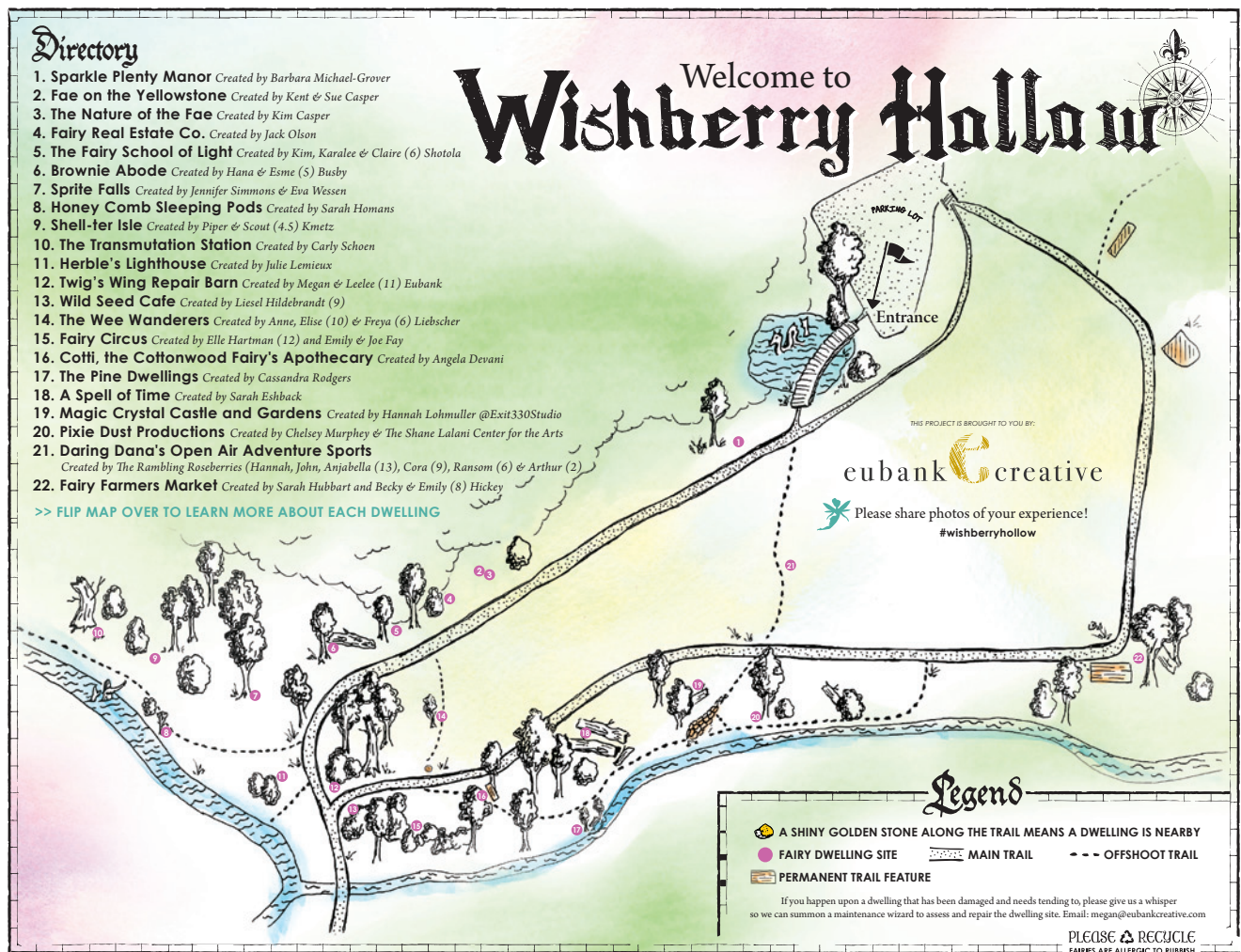
LETTER FROM THE EDITOR  
Signs and Wonders  
When I wrote about the magic of the fairy village in the *Livingston Enterprise*, I learned the magic really started back in the 1970s when the artist who created the fairy village was on the ground and he passed. It was a lot of magic, but getting started with a new medium in the evening. But it was an experience that others had had before it, something that...

Last year I was also able to organize a special event for the community called "Wishberry Sunset Fairy-tales" (see pg. 8 for event photos). This was an enchanting evening at Wishberry Hollow during the most magical hours when fairies are most active. Visitors came dressed up in their favorite fairy attire (or pajamas)! A few special guests included a theatrical (and most beautiful) fairy queen who charmed the onlookers, and 2 elf musicians who meandered through the fairy village serenading visitors and fairies alike with their music. Lots of fairy dust was passed out, and it was a huge success...so many people attended, cars were overflowing parking lot, and there were even some fairy sightings!

I have received many messages of gratitude for putting on this event. It has left a lasting impression in so many young eyes, and renewed a sense of joy and curiosity and love for creativity in many who visited. To get a sense of last year's project, feel free to look on both Facebook and Instagram ( @EubankCreative and #wishberryhollow).

## PROPOSED SECTION OF MYER'S RIVER VIEW TRAIL

We've chosen the same small section of the Myer's River View Trail to disperse the installation. This section of trail has worked perfectly for the past two years of Wishberry Hollow. This trail offers all of the key elements we are looking for in a location. Below is the map from the 2022 project, which was available to guests as they entered Wishberry Hollow.



“It is frightfully difficult to know much about the fairies,  
and almost the only thing for certain  
is that there are fairies wherever there are children.”

~J.M. Barrie, *Peter Pan in Kensington Gardens*

## TESTIMONIALS

“My children (ages 9, 7, and 2) and I were delighted by the enchanting fairy gardens that popped up along our favorite walking trail by the Yellowstone River. Each of my kids got something different out of the experience, and we were all amazed by the unique intricacy of the houses. They have asked me many times when the fairies will return - we hope they do!”

*~Grace Stephens, Livingston resident and mother*

.....

“Wishberry Hollow was one of the most magical places I’ve seen and experienced. We visited it over and over again and each visit was so exciting and magical for my son and myself. I can’t really describe the feeling this place gave us. Magical is an understatement. All ages loved this place and I hope Wishberry comes to our community again.”

*~Ali Schumacher, Livingston resident and mother*

.....

“Megan Eubank of Eubank Creative proposed the Wishberry Hollow project to the City of Livingston in Spring of 2021. Megan’s level of organization, ownership and collaborative nature made this project what it was. She was timely in her requests with the city, proposed a project on a professional level and exceeded our expectations with her detail and follow through. The City of Livingston Parks & Recreation departments provided in-kind support of the Park and Trail location fees and marketing support with access to our email database and social media. Magic can happen in the community with partners like Megan who see the value of contributing to the community in which you reside. She is a valued partner and we look forward to the 2022 collaboration.”

*~Maggie Tarr, City of Livingston Parks & Recreation Director*

.....

“Wishberry Hollow provided my family with an hour of magic and wonder on an otherwise slow summer day in Livingston, Montana. My 3 and 7 year old had a wonderful time wandering the Myer’s River View Trail notifying their parents (and dogs) of the magic that was ahead. The awe on their faces and excitement to “find more” was everything we could have hoped for. To top it off our 7 year old is determined to participate and create a magical space for fairies to reside in the summer of 2022.

Thank you for your effort on this project, it did not go unnoticed.”

*~Anonymous, Livingston resident and parent*

## TESTIMONIALS

“The Wishberry Hollow experience for our preschool field trip was a magical, creative and eye-opening experience for our children and our chaperones. To see the joy in the eyes of the children as they discovered each and every fairy house tucked in its surroundings inspired our imaginations and fed our inquisitive spirits.”

~Tom Baskett, Lead Teacher at Montessori Island School

.....

“After visiting the fairy houses in Bozeman, my grand daughter and I were eager to visit Wishberry Hollow in Livingston. Walking through the park, my grand daughter skipped from one fairy house to another, loving and exclaiming over all the mystical details.

Such a fun and treasured memory.”

~Cyndi May, Bozeman resident

.....

“As an artist, I took great pleasure in participating in a project that brought magic and joy to people of all ages. The Wishberry Hollow project was well organized and brought the community together in such a positive, inclusive and creative way. I look forward to building my next fairy house and hope this will become a Livingston tradition.”

~ Hannah Lohmuller, Livingston resident and contributing artist to the 2021 Wishberry Hollow project

.....

“Wishberry Hollow was a wonderful opportunity for my son’s imagination to flourish. We spent an entire afternoon there with friends which is quite an accomplishment to keep them interested for hours! Hope the fairies come back so we can visit again!”

~ Marisa Hess, Livingston resident and mother

.....

“Wishberry Hollow was an incredibly magical place for our family personally and also for our larger community. Whether you were a builder or a visitor, or both, it inspired creativity and connectedness. Over our several visits, we met new people, had wonder filled conversations, sketched the amazing fairy community we saw, and dreamed up our own additions. Months after the fairies have moved on, we still see signs of them all around us, and leave our own small offerings for any slowpokes or other magical creatures in need. The fairy migration inspired us to learn about other migratory creatures in the natural world, and to meet new people through birding and nature journaling. We already have plans for the outdoor sports equipment store we hope to add to the village this year, which will include butterfly saddles, tiny birch bikes, nut helmets, and so much more. For us, it has become more than just experiencing the magic but also giving back and being part of the magical ripples that Wishberry creates across our community.”

~ Hannah Roseberry, Livingston resident and mother

# WISHBERRY Sunset Fairy-tales

## TUESDAY, AUG. 9 7:45PM-9PM

Join us for an enchanting evening at Wishberry Hollow during the most magical hours when fairies are most active. Come dressed up in your favorite fairy attire (or pajamas)! With a few special guests to add to the fun and some fairy dust to give away, we hope to coax some fairies out of hiding!

FAIRYLORE • STORIES • POSSIBLE FAIRY SIGHTINGS





Thank you for your consideration!



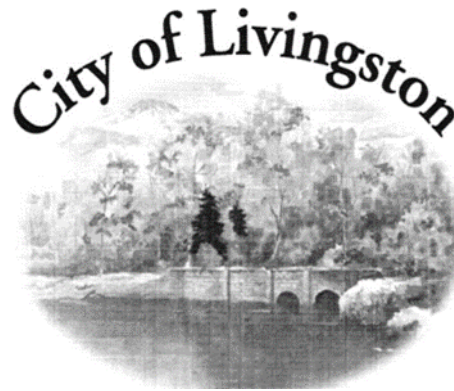
**File Attachments for Item:**

**A. ORDINANCE NO. 3041: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AMENDING CHAPTER 30, OF THE LIVINGSTON MUNICIPAL CODE ENTITLED ZONING BY MAKING TEXT AMENDMENTS PERTAINING TO ZONING CODE CHAPTER 30 ARTICLE II. DEFINITIONS, SECTION. 30.30 DISTRICT DESCRIPTIONS, TABLE 30.40 LIST OF USES, TABLE 30.41, RESIDENTIAL DENSITY REQUIREMENTS AND SECTION 30.51 OFF-STREET PARKING AND LOADING ZONES.**

**City Manager**  
Grant Gager

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www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: April 18, 2023  
To: Chair Nootz and City Commissioners  
From: Jennifer Severson, Planning Director

**Staff Report for Approving “Housekeeping” Revisions to Chapter 30 in the City of Livingston Zoning Code**

**Recommendation and Summary**

Staff recommends the Commission approve the proposed updates to the City of Livingston Zoning Code Chapter 30 by adopting the following motion:

“I move to approve Ordinance 3041 to update the City of Livingston Zoning Code Chapter 30 Article II. Definitions, Sec. 30.30 District descriptions, Table 30.40 List of Uses, Table 30.41 Residential Density requirements, and Sec 30.51 Off Street parking and loading zones, and authorize the Chair to sign Ordinance 3041.”

The reasons for the recommendation are as follows:

- The proposed changes are intended to improve understanding and application of the code and reduce the potential for misinterpretation of the code.
- Adding/ removing/ modifying uses listed in Table 30.40 (Use Table) and Section 30.51.J (Parking Requirements) to increase consistency between the two sections.
- The description of R-II Medium Density Residential and R-II(MH) Medium Density Residential (Mobile Home) zoning districts in Sec 30.30 has been updated to clarify the dwelling types on lots in the that meet minimum size requirements in medium density residential zoning districts.

**Introduction and History**

The proposed code update was initiated by staff after noticing the uses listed in Table 30.40 and Section 30.51.J were inconsistent. Additionally, staff noticed the need to clarify the types of dwelling units allowed in the R-II and R-II(MH) zoning districts as described in Section 30.30 to be consistent with minimum density requirements for those zoning districts as identified in Table 30.41. No new uses will be introduced into Chapter 30 as part of the proposed text amendment.

**Analysis**

The proposed Chapter 30 code amendments do not alter the intent of the existing zoning code. Proposed changes include: correcting typos; updating terminology and definitions to improve consistency throughout the code; clarifying the types of housing allowed in the R-II and R-II(MH) zoning districts without changing the density allowance per lot; and making sure the uses listed in *Table 30.40 Uses allowed in Zoning Districts* and those listed in *Section 30.51.J Parking Requirements* are consistent. No

new uses are introduced into Chapter 30 as part of this text amendment and no changes are proposed to existing parking requirements, building setbacks or height limits.

The removal of the term “duplex” from Sec. 30.30 definitions for R-II and R-II(MH) and replacing it with the term “multi-family dwelling” will allow a broader range of housing types in these zoning districts on lots that meet minimum lot size requirements (3500 square feet/ dwelling unit) without changing the overall density allowed per lot. Additionally, on lots that have challenging terrain, allowing triplexes, fourplexes, etc. (all encompassed by the term multi-family), and not just duplexes, may facilitate clustering of development on that lot and preserve those areas that may be difficult or unsafe to develop without extensive engineering.

The addition of several uses to Table 30.40 that are already identified in Section 30.51.J for Parking Requirements establishes those as recognized uses and removes ambiguity about whether or not those uses are allowed solely based on the closest related use listed and/or at the discretion of the Zoning Coordinator.

On March 20, 2023 Staff presented the proposed amendments to the Zoning Commission. The Zoning Commission unanimously recommended the City Commission approve the text amendments as proposed by Staff with four exceptions.

The following two revisions requested by the Zoning Commission *are* included in the Draft Ordinance 3041 recommended for approval by Staff (see Attachment A):

- Table 30.40 – Public Recreation Use allowed by Special Exception in Mixed Use District
- Table 30.40- Uses allowed by Special Exception in the Neighborhood Commercial District: Bowling Alley, Theater, Open-Air Stadiums, Sports Arenas and Amphitheaters

The following two revisions requested by the Zoning Commission exclude the allowance of multi-family dwellings (three-plex or more dwelling units/ structure) in the R-II and R-II(MH) zoning districts. The following changes *are not* included in the Draft Ordinance 3041 recommended for approval by Staff (see Attachment B):

- Section 30.30 – No changes to R-II or R-II(MH) zoning district descriptions
- Table 30.40- Multi-family dwellings Not Allowed (N) in RII or RII(MH) zoning districts

The proposed updates to the City of Livingston Zoning Code (those recommended by Staff and the additional changes recommended by the Zoning Commission) comply with MCA 76-2-304 for Zoning Regulations.

**Fiscal Impact**

Staff does not anticipate the proposed zoning code amendments will financially impact the City.

**Strategic Alignment**

The proposed zoning code amendments are relatively minor and, as recommended by Staff, they directly support the Growth Policy and the manner in which the Zoning Ordinance supports the following goals and strategies identified in the Growth Policy:

*GP 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.

*GP 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.

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

*GP Strategy 4.2.1.4:* Assess the percentage and impacts of impervious ground cover throughout the City and explore integrating green infrastructure and alternative runoff mitigation measures into neighborhoods to reduce impervious cover.

*GP Strategy 5.1.1.2:* Consider implementing the recommendations of the Housing Action Plan (HAP).

*HAP Recommendation #9:* General Zoning Reform & Flexible Development Standards- removing barriers to building a variety of housing choices, which allows for homes of all shapes and sizes for people of all incomes.

With the changes requested by the Zoning Commission, which exclude multi-family dwelling units in R-II and R-II(MH) zoning districts, Staff finds the proposed zoning code amendments do not support the Growth Policy. Staff does not support the changes to the proposed text amendments recommended by the Zoning Commission; therefore, **Staff recommends the City Commission approve the text amendments to Chapter 30 as proposed in by Staff in Ordinance 3041** (Attachment A).

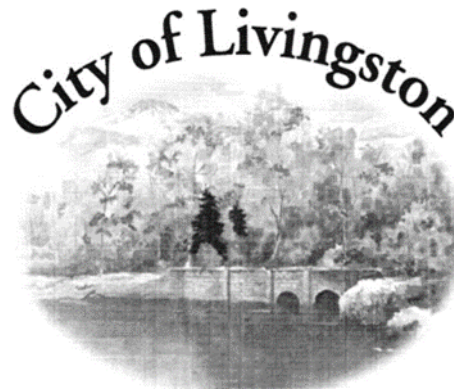
**Attachments**

- A. Draft Ordinance 3041
- B. Additional Changes to Proposed Amendments requested by the Zoning Commission

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**Chairperson**  
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Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Jmjun7March 20, 2023

**STAFF REPORT**  
**CHAPTER 30 ZONING CODE - HOUSEKEEPING TEXT AMENDMENT**

**Background**

Planning staff has performed minor cleanup and clarification edits to improve consistency within Chapter 30. Code Sections impacted by this housekeeping update include Article II. Definitions, Sec. 30.30 District descriptions, Table 30.40 List of Uses, Table 30.41 Residential Density requirements, and Sec 30.51 Off Street parking and loading zones. The proposed changes are intended to improve understanding and application of the code language and reduce the potential for misinterpretation of the code.

Edits include correcting typos; updating terminology and definitions to improve consistency across various sections of the code; clarifying density allowances in the Medium Density Residential District (R-II); and making sure the uses listed in *Table 30.40 Uses allowed in Zoning Districts* and those listed in *Section 30.51.J Parking Requirements* are consistent. No new uses will be introduced into Chapter 30 as part of this text amendment.

**Proposed Findings of Fact**

***Proposed Zoning Updates:*** The proposed text amendments to the Zoning Ordinance are listed below. A redlined version of the existing code showing the proposed changes is attached (Attachment 1).

**Article II Definitions:**

“Dwelling, Accessory” has removed any delineation of dwelling types that may be considered primary dwellings as related to an accessory dwelling.

“Personal service store” has been added for consistency with Section 30.51.J.

“School, commercial” was removed as there is no need to differentiate this type of school from “School, elementary, junior or senior high” since the use impacts and parking requirements are the same.

“Sexually oriented business” was modified to be consistent with Section 30.51.J.

**Section 30.30 Zoning Districts:**

R-II Medium Density and R-II Medium Density: Mobile Home – the term “duplex” has been removed and replaced with “multi-family dwelling” to allow a broader range of dwelling types on lots in these zoning districts that meet minimum size requirements.

**Table 30.40 List of Uses:**

The majority of the proposed changes included in this text amendment relate to amendments to Table 30.40. These include the following:

- Adding/ removing/ modifying existing uses to increase consistency with uses listed in Section 30.51.J for parking requirements
- Changing the meaning of A at the top of the table from Acceptable to Allowed to be consistent with terminology elsewhere in Chapter 30
- Changing the meaning of N at the top of the table from Not Accepted to Not Allowed to be consistent with terminology elsewhere in Chapter 30
- Allowing Multifamily Dwellings in the R-II and RII-MH districts which is consistent with other residential dwelling types allowed in these districts
- Allowing Tiny Homes and Modular Homes in the Mixed Use District which is consistent with other residential dwelling types allowed in this district
- Assigning allowances for several uses in the Public Zoning District that are not currently defined
- The term “commercial” has been removed from the “School” use
- The “Hospitals” use has been changed to the “Hospitals/ Institutions” use
- The “Clinics” use has been changed to the “Medical/ Dental Clinics” use
- The “Self-Service Laundry” use has been changed to the “Laundromat” use
- The “Barber Shop and Beauty Parlors” use has been changed to the “Personal Service Stores” use
- The “Eating and Drinking Establishments” use has been changed to the “Eating and Drinking Establishments (Sit-Down)” use
- The “Drive-In Restaurants” use has been changed to the “Drive-Thru Restaurants” use
- Adding the following uses and assigning allowances in zoning districts to be consistent with uses listed in Section 30.51.J for parking requirements
  - Bowling Alley
  - Theater
  - Open-Air Stadiums, Sports Arenas and Amphitheaters
  - Sexually Oriented Business

**Table 30.41 Residential Density Requirements**

The columns for Med. Density R-II(MH) and Mobile Homes (RMO) have been moved in the table to be consistent with the appearance of these zoning districts in Table 30.40.

The following rows have been removed from the table as only a single dwelling unit is considered when determining *minimum* lot size requirements: Three Units, Four Units, Five Units and Six Units

**Table 30.51.J Table of Minimum Standards (for Off Street Parking and Loading Zone Requirements)**

- The following uses were updated for consistency with Table 30.40:
  - “Schools, elementary and junior high, public, private or parochial” is changed to “Schools, elementary and junior high”
  - “School, high school, public or private” is changed to “School, high school”
  - “Service stations and drive-in restaurants” is changed to “Service stations and drive-thru restaurants”
  - “Boarding houses and similar uses” is removed from the table as that parking requirement is the same as for “Motels/ Hotels” elsewhere in the table
  - “Eating and drinking establishments” is changed to “Eating and drinking establishments (sit-down)”
  - “Motels, hotels and motor courts” is changed to “Motels/ Hotels”
  - “Hospitals and institutions” is changed to “Hospitals/ Institutions”
  - “Churches, auditoriums and similar open assemblies” is changed to “Churches” to remove redundancy
  - “Stadiums, sport arenas and similar open assemblies” is changed to “Open-air stadiums, sports arenas and amphitheaters”

**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 proposed amendments are relatively minor and do not conflict with the Growth Policy or the manner in which the Zoning Ordinance supports the goals and strategies identified in the Growth Policy.

*(b) designed to:*

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

Staff Comments:



- Staff does not anticipate the proposed amendments will affect the threat of fire or other danger on the public.

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

Staff Comments:

- The addition of Bowling Alley; Open-Air Stadiums; Sports Arenas and Amphitheaters; and Sexually Oriented Businesses as uses to Table 30.40 establishes those uses and removes ambiguity about whether or not those uses are allowed solely based on the closest related use listed in the table.
- The proposed amendments are minor in nature and are not anticipated to negatively impact public health, safety or welfare.

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

Staff Comments:

- It is not anticipated the proposed text amendments will impact the adequate provision of transportation, water, sewerage, schools, or parks.

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

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

Staff Comments:

- It is not anticipated the proposed text amendments will impact the reasonable provision of adequate light or air. No changes are proposed to building setbacks or height limits.

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

Staff Comments:

- No changes to parking requirements are proposed through this text amendment; therefore, it is not anticipated the proposed changes will impact motorized and nonmotorized transportation systems.

*(c) promotion of compatible urban growth;*

Staff Comments:

- The removal of the term “duplex” from Sec. 30.30 definitions for R-II Medium Density and R-II Medium Density: Mobile Home and replacement with the term “multi-family dwelling” will allow a broader range of dwelling types on lots in these zoning districts that meet minimum size requirements, without changing the overall allowed density on a lot. Additionally, on lots that have challenging terrain, allowing 3-plexes, 4-plexes, etc. (all encompassed by the term multi-family), and not just duplexes, may facilitate clustering of

development on that lot and preserve those areas that may be difficult/ unsafe to develop without extensive engineering.

- In Table 30.40, allowing Tiny Homes and Modular Homes in the Mixed Use District is consistent with other residential dwelling types allowed in this district.

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

Staff Comments:

- The addition of Bowling Alley; Open-Air Stadiums; Sports Arenas and Amphitheaters; and Sexually Oriented Businesses as uses to Table 30.40 establishes those uses and removes ambiguity about whether or not those uses are allowed (Planning Director).
- It is not anticipated that the proposed text amendments will adversely impact the character of any zoning district nor its suitability for particular uses.

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

Staff Comments:

- It is anticipated that the proposed text amendments will encourage the most appropriate use of land in the City of Livingston, while not adversely impacting the building values in the City.

**Staff Recommendation**

Based on the reasons stated above, Staff anticipates the text amendments are minor in nature and do not change the intent of the code. Additionally, staff believes the proposed amendments comply with the requirements of State Statute and the goals, objectives and strategies identified in the Growth Policy. Staff recommends that the Commission adopt the text amendments as proposed text amendment.

**Attachments**

- A. Attachment 1: Redlined Draft Ordinance

**Sec. 30.30. Zoning districts.**

To carry out the provisions of this Chapter, the City is divided into the following zoning districts in which the erection, construction, alteration, reconstruction, repair or use of buildings, structures and land shall be regulated and restricted. The regulation in each district shall be uniform throughout each district but may differ from those in other districts.

DISTRICT	DESIGNATION
Low Density Residential	R-I
Medium Density Residential	R-II
Medium Density Residential: Mobile Home	R-II (MH)
High Density Residential	R-III
Mobile Home Residential	RMO
Public	P
Industrial	I
Light Industrial	LI
Highway Commercial	HC
Mixed Use	MU
Neighborhood Commercial	NC
Central Business District	CBD
Preservation Zoning District	PZD

Multi-family dwelling types will not be accommodated in R-II or R-II(MH) districts

R-I Low Density. A single-family residence district with a large plat area required and including customary residential accessory uses.

R-II Medium Density. Primarily a single-family residence district. Duplexes and two (2) family dwellings may also be accommodated on lots of adequate plat sizes.

R-II Medium Density: Mobile Home. A district primarily intended for single and two (2) family dwellings which also allows for the placement of mobile homes.

R-III High Density Residential. A residential classification intended to provide adequate sites for multifamily developments, including condominiums and rowhouses.

RMO Residential Mobile Home. A district permitting mobile home development.

P Public. The public zone is intended to reserve land exclusively for public and semi-public uses in order to preserve and provide adequate land for a variety of community facilities which serve the public health, safety and general welfare.

I Industrial. A district intended to accommodate a variety of businesses, warehousing, transportation terminals and light and heavy industries.

LI Light Industrial. A district intended to accommodate all types of light industry, including those defined as light manufacturing as well as business and professional offices.

HC Highway Commercial. A district intended to provide areas for residential structures, commercial and service enterprises which serve the needs of the tourist, traveler, recreationalist or the general traveling public. Areas designated as Highway Commercial should be located in the vicinity of freeway interchanges, intersections on limited access highways, or adjacent to primary and secondary highways.

MU Mixed Use. A district intended to accommodate a mix of residential, neighborhood scale commercial services and offices, and small-scale manufacturing.

NC Neighborhood Commercial. The Neighborhood Commercial classification is intended to primarily provide for community retail services, office facilities or convenience retail development.

CBD Central Business District. The Central Business District is intended to accommodate stores, hotels, government and cultural centers, professional offices, service establishments and all manner of housing with an emphasis on high density apartment housing. In order to protect the public interest and welfare and to facilitate an attractive, efficient and prosperous C.B.D., the emphasis is on large scale, dense buildings.

PZD. The Preservation Zoning District is designed to supplement land uses and development standards by recognizing the unique characteristics of an existing structure(s) which may be important to the community to preserve from either a historical or architectural design perspective or by recognizing the unique characteristics of a specific piece of property due to natural features, including topographic features, watercourses, woodlands and wildlife habitats. It is the intent that the uses to be allowed are an inducement to the preservation of the historic or architectural design of the building(s) or the natural features, and shall not be construed as creating a benefit for the owner of the property to the detriment of other property owners surrounding the Preservation Zoning District, i.e., this is not to be construed as creating special legislation for the benefit of the Preservation Zoning District property owner(s), but rather a method for the preservation of historic or architectural designs or natural features important to the community.

In the case of a use not specifically mentioned in the list of uses in Article IV of this Chapter, the decision regarding whether the proposed use of a structure is allowable in a specific zone shall be made by the Zoning Coordinator, such decisions shall be based upon the most compatible uses contained in Article IV of this Chapter.

(Ord. 1949, 10/18/04; Ord. 1954, 5/16/05; Ord. 1977, 9/18/06; Ord. 2000, 4/7/08; Ord. No. 3023 , § 1, 1/4/22)

**Sec. 30.40. List of uses.**

Table 30.40 designates a list of uses permitted within a zoning district. Designated uses shall be permitted only in the zones indicated.

**Table 30.40**  
**List of Uses**

Multifamily Dwellings will continue to be excluded from R-II and R-II(MH) districts

	R-I	R-II	RII-MH	R-III	RMO	NC <sup>2</sup>	MU	CBD <sup>1</sup>	HC	LI	I	P
	A = <del>Acceptable-Allowed</del> S = Special Exception Permit Required N = Not <del>Accepted-Allowed</del>											
One (1) Family Dwellings*	A	A	A	A	A	N	A	A	A	N	N	N
Two (2) Family Dwellings	N	A	A	A	N	N	A	A	A	N	N	N
Multifamily Dwellings	N	N	N	A	N	N	A	A	A	N	N	N
Accessory Dwellings	A	A	A	A	A	N	A	N	A	N	N	N
Townhouses	N	A	A	A	N	N	A	A	A	N	N	N
Tiny Homes	A	A	A	A	A	N	<del>A</del>	N	A	N	N	N
Accessory Buildings	A	A	A	A	A	A	A	A	A	A	A	A
Mobile Homes	N	N	A	N	A	N	N	N	N	N	N	N
Modular Homes	A	A	A	A	A	N	<del>A</del>	A	A	N	N	N
Churches	S	S	S	A	N	A	S	N	A	N	N	N
Schools, Public, <del>Private and Parochial</del> and Commercial	A	A	A	A	A	A	S	N	S	N	N	A
Schools, Trade	N	N	N	N	N	S	S	A	A	A	A	N

**ORDINANCE NO. 3041:**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 30 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED ZONING BY MAKING TEXT AMENDMENTS PERTAINING TO ZONING CODE CHAPTER 30 ARTICLE II. DEFINITIONS, SEC. 30.30 DISTRICT DESCRIPTIONS, TABLE 30.40 LIST OF USES, TABLE 30.41 RESIDENTIAL DENSITY REQUIREMENTS, AND SEC 30.51 OFF STREET PARKING AND LOADING ZONES.**

\*\*\*\*\*

**Preamble.**

- The proposed changes are intended to improve understanding and application of the code and reduce the potential for misinterpretation of the code.
- Adding/ removing/ modifying uses listed in Table 30.40 (Use Table) and Section 30.51.J (Parking Requirements) to increase consistency between the two sections.
- The description of R-II Medium Density Residential and R-II(MH) Medium Density Residential (Mobile Home) zoning districts in Sec 30.30 has been updated to clarify the dwelling types on lots in the that meet minimum size requirements in medium density residential zoning districts.

Additions appear in **Blue**, deletions appear ~~strikethrough in red;~~

\*\*\*\*\*

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

**Article II. Definitions**

For the purpose of the ordinance, certain terms or words used herein are defined as follows:

The word "person" includes a firm, association, organization, partnership, trust, company or corporation as well as an individual; the present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular; the word "shall" is mandatory, the word "may" is permissive; the words "used" or "occupied" include the words "intended," "designated," or "arranged to be used or occupied," and the word "lot" includes the words "plot" or "parcel."

"Accessory" means a use, a building or structure, part of a building or other structure, which is subordinate to, and the use of which is incidental to that of the main building structure or the use on the same lot, including a

private garage. If an accessory building is attached to the main building by a common wall or roof such accessory building shall be considered a part of the main building.

"Adult book store" means a commercial establishment having a substantial portion of its stock in trade consisting of books, magazines, photographs, films, DVD and videos which emphasize, depict or relate to nudity or sexually explicit material and whose clientele must be of at least eighteen (18) years of age.

"Adult movie theater" means a commercial establishment which presents or shows XXX-rated movies, DVDs or videos on a screen or television.

Alley: See Street.

"Alteration" means a change or rearrangement of the structural parts of existing facilities, a reduction in the size of the structure, or an enlargement by extending the sides or increasing the height or depth, or the moving from one location to another.

"Bed and breakfast" means a commercial business operated in a house which is used partially or primarily for providing overnight accommodations to the public even though the owner may live on the premises. The accommodations for a bed and breakfast shall have no more than five (5) guest rooms. Breakfast is the only meal served on the premises, is included in the charge for the room, and there is no other food or beverage served upon the premises.

"Board" means the Board of Adjustment of the City of Livingston.

"Boarding house" means a building, other than a hotel or club, where meals are regularly served for compensation to more than six (6) persons who are not members of the family there residing.

"Building" means a structure, of more or less permanent construction, having a roof and intended to be used for sheltering people, animals, personal property or business activity.

"Building height" means height of building is the vertical distance from the "grade" to the highest point of the coping of a flat roof or the deck line of a mansard roof or to the average height of the highest gable of a pitched or hip roof.

"Building official" means the City Building Inspector of the City of Livingston or their designated representative.

"Business and professional offices" means a structure used primarily for housing the offices of a physician, dentist, architect, engineer, attorney, musician, artist or similar professional person.

"Cidery" means a use which produces cider for sale or consumption, licensed in accordance with MCA § 16-4-107.

"Clinic" means a building designed and used for the medical, dental, and surgical diagnosis and treatment of patients under the care of doctors and nurses, but where no surgery other than minor emergency care is performed.

"Drive-in restaurant" means an "eating or drinking establishment" where a sale is made without the customer being required to leave their vehicle.

Dwelling (types of):

- a. "Dwelling, one (1) family" means a building designed for occupancy by one (1) family and containing one (1) dwelling unit.
- b. "Dwelling, two (2) family (duplex)" means a building designed for occupancy by two (2) families living independently of each other, and containing two (2) dwelling units.

- c. "Dwelling, multiple" means a building designed primarily for occupancy by three (3) or more families living independent of each other, and containing three (3) or more dwelling units.
- d. "Dwelling, accessory" means ~~one (1) an~~ independent dwelling unit which is ~~smaller in area and subordinate in use~~ accessory to ~~the principal one (1) family or two (2) family dwelling, or townhouse, a primary dwelling unit~~ on the same lot, ~~whether attached or detached~~ and complies with Section 30-43.

"Dwelling unit" means one (1) or more rooms designed for or occupied by one (1) family for living or sleeping purposes or for use solely by one (1) family.

All rooms comprising a dwelling unit shall have access through an interior door to other parts of the dwelling unit. An efficiency apartment constitutes a dwelling unit within the meaning of this ordinance codified in this Chapter.

"Eating and Drinking Establishment" means a building used for the provision of food and/or beverages for on- or off-premises consumption.

"Exotic entertainment" means the commercial showing or display of a living person; however, total nudity is prohibited.

"Family" means one (1) or more persons related by blood, adoption, or marriage, or not more than three (3) unrelated persons living, sleeping and usually eating on the premises as a single housekeeping unit.

"Fence" means a barrier composed of posts connected by boards, rails, panels, or wire for the purpose of enclosing space for separating parcels of land. It may include a masonry wall.

"Grade" means the lowest point of elevation of the finished surface of the ground, paving or sidewalk within the area between the building and the property line or, when the property line is more than five (5) feet from the building, between the building and a line five (5) feet from the building.

"Gross Floor Area" means the area of each floor within the external walls, not including the thickness of the external walls.

"Health and exercise establishment" means an establishment designed and equipped for the conduct of sports, exercise activities and other customary and usual recreational activities. Permitted accessory uses include child care, sun tanning booths, massage, health and nutrition counseling services, retail sales of sporting goods and restaurant services.

"Hotel" means a building in which lodging is provided with or without meals, and open to transient guests.

"Livestock and Fowl." "Livestock" shall include all animals of the equine, bovine and swine class, including goats, sheep, mules, horses, hogs, cattle and other grazing animals. "Fowl" includes chickens, geese, ducks, turkeys, peacocks and other poultry.

"Lot." For the purpose of this ordinance, a "lot" is a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage, and area, and to provide such setbacks and other open spaces as are herein required. Such lot shall have frontage on a public street, or on an approved private street, and may consist of:

- a. A single lot of record.
- b. A portion of a lot of record.
- c. A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record.

- d. A parcel of land described by metes and bounds; provided that in no case of division or combination shall any residual lot or parcel be created which does not meet the requirements of this Chapter.

"Lot coverage" means that portion of any lot upon which a structure, as herein defined, is located.

"Manufactured housing" means a structure manufactured offsite, transportable in one or more sections on its own chassis, and in compliance with the applicable prevailing standards of the United States Department of Housing and Urban Development at the time of its production. A manufactured home does not include a mobile home or modular home.

"Manufacturing:"

1. "Artisan" means on-site production of goods by hand manufacturing, involving the use of hand tools and small-scale, light mechanical equipment in a completely enclosed building with no outdoor operations or storage, and occupying no more than 3,500 square feet of gross floor area. Typical uses include woodworking and cabinet shops, ceramic studios, jewelry manufacturing, food manufacturing, and similar types of arts and crafts or very small-scale manufacturing uses that have no negative external impacts on surrounding properties.
2. "Limited" means manufacturing of finished parts or products, primarily from previously prepared materials. Typical uses include: catering establishments, printing and related support activities; machinery manufacturing; food manufacturing; computer and electronic product manufacturing/assembly; electrical equipment, appliance, component manufacturing/assembly; furniture and related product manufacturing/assembly; and other manufacturing and production establishments that typically have very few, if any, negative external impacts on surrounding properties. Also includes "artisan manufacturing/production" type uses that do not comply with the enclosed building, floor area and/or outside operations/storage criteria that apply to artisan manufacturing/production uses.
3. "General" means:
  - a. Manufacturing of finished or unfinished products, primarily from extracted or raw materials, or recycled or secondary materials, or bulk storage and handling of such products and materials. Typical uses include: textile mills; textile product mills; apparel manufacturing; leather and allied product manufacturing; wood product manufacturing; paper manufacturing; chemical manufacturing; plastics and rubber products manufacturing; nonmetallic mineral product manufacturing; transportation equipment manufacturing; primary metal manufacturing; and fabricated metal product manufacturing. Also includes medical, scientific or technology-related research establishments that produce odors, dust, noise, vibration or other external impacts that are detectable beyond the property lines of the subject property.
  - b. Industrial service firms engaged in the repair or servicing of industrial or commercial machinery, equipment, products or by-products. Typical uses include: welding shops; machine shops; industrial tool repair; fuel oil distributors; solid fuel yards; laundry, dry-cleaning and carpet cleaning plants; and photofinishing laboratories. Excludes uses classified as "repair or laundry services."
4. "Intensive" means manufacturing of acetylene, cement, lime, gypsum or Plaster-of-Paris, chlorine, corrosive acid or fertilizer, insecticides, disinfectants, poisons, explosives, paint, lacquer, varnish, petroleum products, coal products, plastic and synthetic resins and radioactive materials. Also includes smelting, animal slaughtering and oil refining.

"Marijuana production facility" means an establishment where marijuana or marijuana products are grown, cultivated, manufactured or processed.



"Material" means a book, magazine, newspaper, pamphlet, poster, print, picture, figure, image, description, motion picture film, record, recording tape, DVD, or videotape (except a motion picture, DVD or videotape rated G, PG, PG-13 or R by the motion picture association of America).

"Microbrewery/Microdistillery" means a brewery that has an annual nation-wide production of not less than one-hundred (100) barrels or more than ten thousand (10,000) barrels or a distillery that produces twenty-five thousand (25,000) proof gallons or less of liquor annually in accordance with MCA § 16-4-310 through 16-4-312.

"Mobile home" means a trailer or semitrailer, constructed prior to June 15, 1976, which is designed, constructed and equipped as a dwelling place, living abode, or sleeping place and is equipped as a dwelling place, living abode, or sleeping place and is equipped for movement on streets or highways and exceeds twenty-five (25) feet in length exclusive of trailer hitch. A mobile home does not include a manufactured home or modular home.

"Mobile home park" means any lot, tract or parcel of land used, maintained or intended to be used, leased or rented for occupancy by two (2) or more mobile homes. This definition shall not include trailer sales lots on which unoccupied mobile homes are parked for the purpose of inspection and sales.

"Modular Home" means a dwelling unit constructed offsite, in sections, and assembled onsite. Modular homes are not required to be built to United States Department of Housing and Urban Development standards, but must comply with all locally adopted building codes. Modular Homes must be assembled onsite and cannot be transported to a new site once assembled. A modular home does not include a manufactured home or a mobile home.

"Motel" means a group of attached or detached buildings containing individual sleeping units where a majority of such units open individually and directly to the outside, or to a common corridor and where a garage is attached to or a parking space is conveniently located at each unit, all for the temporary use by automobile tourist or transient, and such word shall include tourist courts, motor courts, automobile courts, and motor lodges.

"Personal care center" means a facility which provides services and care which do not require nursing skills to residents needing some assistance in performing the activities of daily living.

["Personal service store" means a facility that provides personal services such as beauty parlors, barber shops, salons, massage, acupuncture and tattoo parlors.](#)

"Planning board" means the Livingston City Planning Board.

"Public recreation facility" means a facility which is available for use by the public for recreational or civic purposes. A fee may be charged, but the facility may not be owned and/or operated for profit. Uses which are covered by this definition shall include, but are not limited to, a Civic Center, swimming pool, fishing access, and park.

Chapter 30 - ZONING  
Article II. Definitions

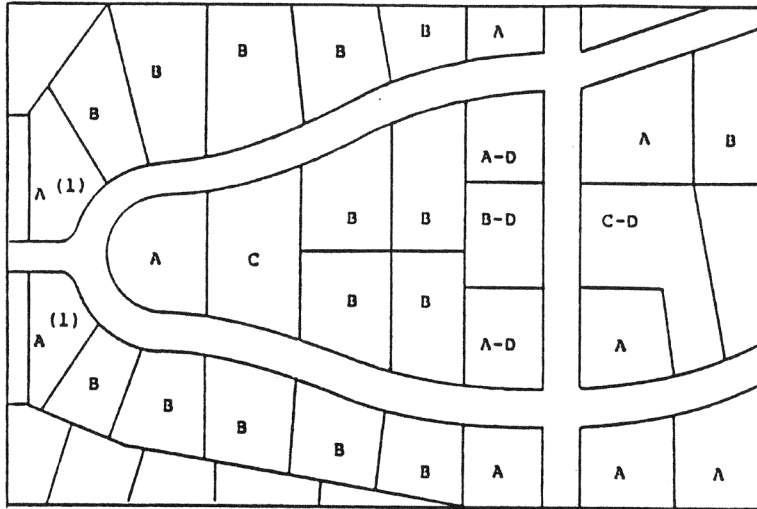


Figure 1  
Lot Types

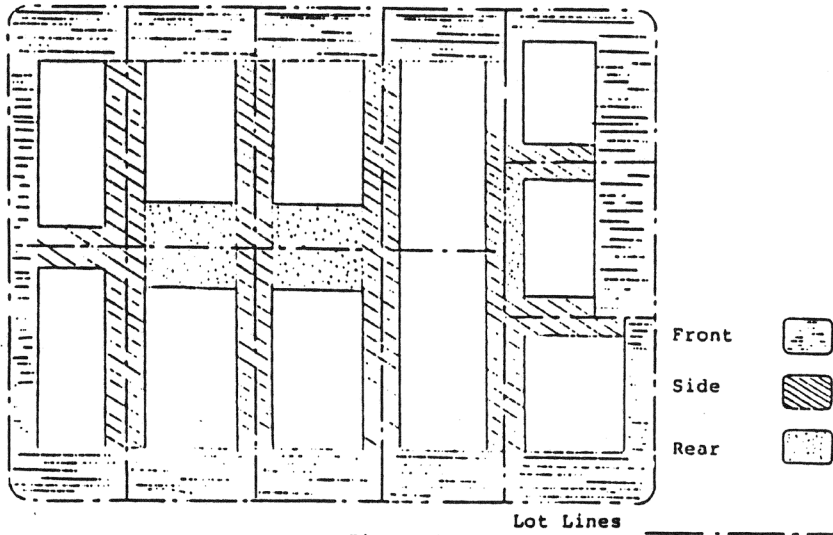


Figure 2  
Location of yards on lots

"Retail" means the rental or sale of tangible personal property. Includes alcohol and marijuana sales.

"Retail, large-scale" means the rental or sale of tangible personal property where the total area utilized by a single tenant occupies twenty thousand (20,000) square feet or more of gross floor area or outdoor space, exclusive of parking.

"Right-of-way" means a strip of land dedicated or acquired for use as a public way.

"School, elementary, junior or senior high" means an institution of learning, either public, parochial or private, which offers instruction in the several branches of learning and study required to be taught in the schools by the Montana State Board of Education.

~~"School, commercial" means a building where instruction is given to pupils and operated as a commercial enterprise as distinguished from schools endowed and/or supported by taxation and not providing instruction for trades.~~

"School, trade" means a building where primary instruction is given to students in industrial crafts such as auto mechanics, welding and carpentry.

"Setback" means the distance from the corresponding lot line, as defined herein, to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the lot line. A required setback refers to a space on a lot which is open, unoccupied, and unobstructed by any structure or portion of a structure; provided, however, that allowed encroachments as listed in Section 30.42, fences, walks, poles, small accessory use structures as defined herein, posts, other customary yard accessories, sidewalks, terraces, and swimming pools may be permitted in any setback subject to height limitations and requirements limiting obstruction of visibility in Section 30.52 of Article V.

"Sexually oriented business" means a commercial establishment which operates as an adult book store, adult [movie theater](#), or features, allows, employs, promotes or sponsors exotic entertainment [and/or sexually explicit materials](#).

"Special exceptions" means a special exception to the terms of this ordinance to permit uses other than those specifically permitted in each district in appropriate cases and subject to appropriate conditions.

"Story" means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a basement cellar or unused under-floor space is more than six (6) feet above grade as defined herein for more than fifty (50) percent of the total perimeter, or is more than twelve (12) feet above grade as defined herein at any point, such basement, cellar or unused under-floor space shall be considered as a story.

Street:

- a. "Street" is a public way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, land, place, or otherwise designated which has been dedicated to or acquired for public use and extends the full width between right-of-way lines, or any dedicated public way as recorded by the County Clerk and Recorder whenever any portion is open to vehicular traffic.
- b. "Alley" is a minor way which is used primarily for vehicular service access to the back or the side of properties otherwise abutting on a street.
- c. "Arterial street" is a fast or heavy traffic street used primarily as a traffic artery for intercommunication among large areas.
- d. "Local street" is a street used primarily for access to the abutting properties.

- e. "Collector street" is a street which carries traffic from local streets to arterial streets, including the principal entrance streets of a residential development and streets for circulation within such a development.

"Street, front" means a street abutting the predominantly narrow sides of the lot within a block. This is the street that homes within a block shall face and shall be the street that addresses are assigned to.

"Street, side" means a street paralleling or nearly paralleling the predominantly long sides of the lots within a block and intersecting at right angles or nearly right angles the front street.

"Structure" means a building or anything constructed in the ground or anything erected which requires location on the ground or water, or is attached to something having location on or in the ground, but not including fences six (6) feet or less in height, paved areas, or small accessory use structures such as storage sheds, which would not require a building permit to be erected under any building code adopted by the City of Livingston, however, in no case will such accessory building be allowed to violate the line of sight restrictions for street and alley or private drive approaches as specified in Section 30.52(B) of this code, or the height limitations of the applicable zoning district.

"Tiny home" means a dwelling unit under four hundred (400) square feet of gross floor area and manufactured primarily offsite.

"Townhouses" means two (2) or more self-contained dwelling units situated on their own lots and having one (1) or more common wall(s) where no side setback exists.

"Trailer" or "mobile homes" means a factory-assembled structure, equipped with the necessary service connections and constructed to be readily moveable as a unit or units on its own chassis and designed to be used as a dwelling unit.

"Tree, deciduous" means any variety of tree which loses its leaves at the end of the growing season.

"Tree, evergreen" means any variety of tree which does not lose its leaves at the end of the growing season.

"Tree, ornamental" means any variety of tree which is not expected, at maturity, to reach a height of fifteen (15) or more feet nor be a substantial provider of shade.

"Tree, shade" means any variety of tree which is expected, at maturity, to be in excess of twenty-five (25) feet in height and sufficiently full in form to provide substantial shading effects.

"Variance" means an adjustment in the application of the specific regulations of this Chapter pursuant to Section 30.74.

"Winery" means a use which produces wine, licensed in accordance with MCA § 16-4-107.

"XXX-rated movies and sexually explicit materials" are those materials which depict or show human genitalia in a state of sexual stimulation or arousal, acts of sexual intercourse, masturbation, cunnilingus, fellatio, anal intercourse or bestiality.

"Zoning Coordinator" means the planner for the Livingston City-County Planning Board, or such other official as the City Commission, by motion, may designate.

(Ord. 1798, 12/19/94; Ord. 1810, 7/3/95; Ord. 1868, 2/2/98; Ord. 1894 § 1, 3/6/2000; Ord. 1949, 10/18/04; Ord. No. 2011, § 1, 4/6/09; Ord. No. 2022, § 1, 9/7/10; Ord. No. 2090, § 1, 11/5/20; Ord. No. 2097, § 1, 1/5/21; Ord. No. 3003, § 1, 4/6/21; Ord. No. 3010, § 1, 7/20/21; Ord. No. 3013, § 2, 8/17/21; Ord. No. 3025, § 1, 10/21/21)

**Sec. 30.30. Zoning districts.**

To carry out the provisions of this Chapter, the City is divided into the following zoning districts in which the erection, construction, alteration, reconstruction, repair or use of buildings, structures and land shall be regulated and restricted. The regulation in each district shall be uniform throughout each district but may differ from those in other districts.

DISTRICT	DESIGNATION
Low Density Residential	R-I
Medium Density Residential	R-II
Medium Density Residential: Mobile Home	R-II (MH)
High Density Residential	R-III
Mobile Home Residential	RMO
Public	P
Industrial	I
Light Industrial	LI
Highway Commercial	HC
Mixed Use	MU
Neighborhood Commercial	NC
Central Business District	CBD
Preservation Zoning District	PZD

R-I Low Density. A single-family residence district with a large plat area required and including customary residential accessory uses.

R-II Medium Density. [A district primarily intended for single and two \(2\) family dwellings.](#) ~~Primarily a single-family residence district. Duplexes and two (2)~~ [Multi-family dwellings](#) may also be accommodated on lots of adequate plat sizes.

R-II Medium Density: Mobile Home. [. A district primarily intended for single and two \(2\) family dwellings.](#) ~~A district primarily intended for single and two (2) family dwellings~~ which also allows for the placement of mobile homes. [Multi-family dwellings may also be accommodated on lots of adequate plat sizes.](#)

R-III High Density Residential. A residential classification intended to provide adequate sites for multifamily developments, including condominiums and rowhouses.

RMO Residential Mobile Home. A district permitting mobile home development.

P Public. The public zone is intended to reserve land exclusively for public and semi-public uses in order to preserve and provide adequate land for a variety of community facilities which serve the public health, safety and general welfare.

I Industrial. A district intended to accommodate a variety of businesses, warehousing, transportation terminals and light and heavy industries.

LI Light Industrial. A district intended to accommodate all types of light industry, including those defined as light manufacturing as well as business and professional offices.

HC Highway Commercial. A district intended to provide areas for residential structures, commercial and service enterprises which serve the needs of the tourist, traveler, recreationalist or the general traveling public. Areas designated as Highway Commercial should be located in the vicinity of freeway interchanges, intersections on limited access highways, or adjacent to primary and secondary highways.

MU Mixed Use. A district intended to accommodate a mix of residential, neighborhood scale commercial services and offices, and small-scale manufacturing.

NC Neighborhood Commercial. The Neighborhood Commercial classification is intended to primarily provide for community retail services, office facilities or convenience retail development.

CBD Central Business District. The Central Business District is intended to accommodate stores, hotels, government and cultural centers, professional offices, service establishments and all manner of housing with an emphasis on high density apartment housing. In order to protect the public interest and welfare and to facilitate an attractive, efficient and prosperous C.B.D., the emphasis is on large scale, dense buildings.

PZD. The Preservation Zoning District is designed to supplement land uses and development standards by recognizing the unique characteristics of an existing structure(s) which may be important to the community to preserve from either a historical or architectural design perspective or by recognizing the unique characteristics of a specific piece of property due to natural features, including topographic features, watercourses, woodlands and wildlife habitats. It is the intent that the uses to be allowed are an inducement to the preservation of the historic or architectural design of the building(s) or the natural features, and shall not be construed as creating a benefit for the owner of the property to the detriment of other property owners surrounding the Preservation Zoning District, i.e., this is not to be construed as creating special legislation for the benefit of the Preservation Zoning District property owner(s), but rather a method for the preservation of historic or architectural designs or natural features important to the community.

In the case of a use not specifically mentioned in the list of uses in Article IV of this Chapter, the decision regarding whether the proposed use of a structure is allowable in a specific zone shall be made by the Zoning Coordinator, such decisions shall be based upon the most compatible uses contained in Article IV of this Chapter.

(Ord. 1949, 10/18/04; Ord. 1954, 5/16/05; Ord. 1977, 9/18/06; Ord. 2000, 4/7/08; Ord. No. 3023 , § 1, 1/4/22)

**Sec. 30.40. List of uses.**

Table 30.40 designates a list of uses permitted within a zoning district. Designated uses shall be permitted only in the zones indicated.

**Table 30.40**

**List of Uses**

A = <del>Acceptable</del> Allowed    S = Special Exception Permit Required    N = Not <del>Accepted</del> Allowed												
	R-I	R-II	RII-MH	R-III	RMO	NC <sup>2</sup>	MU	CBD <sup>1</sup>	HC	LI	I	P
One (1) Family Dwellings*	A	A	A	A	A	N	A	A	A	N	N	N
Two (2) Family Dwellings	N	A	A	A	N	N	A	A	A	N	N	N
Multifamily Dwellings	N	<del>N</del> A	<del>N</del> A	A	N	N	A	A	A	N	N	N
Accessory Dwellings	A	A	A	A	A	N	A	N	A	N	N	N
Townhouses	N	A	A	A	N	N	A	A	A	N	N	N
Tiny Homes	A	A	A	A	A	N	<del>A</del>	N	A	N	N	N
Accessory Buildings	A	A	A	A	A	A	A	A	A	A	A	A
Mobile Homes	N	N	A	N	A	N	N	N	N	N	N	N
Modular Homes	A	A	A	A	A	N	<del>A</del>	A	A	N	N	N
Churches	S	S	S	A	N	A	S	N	A	N	N	N

Schools, Public, <a href="#">Private and Parochial</a> and <a href="#">Commercial</a>	A	A	A	A	A	A	S	N	S	N	N	A
Schools, Trade	N	N	N	N	N	S	S	A	A	A	A	N
Hospitals/ <a href="#">Institutions</a>	N	N	N	A	N	S	S	N	S	A	N	S
<a href="#">Medical/ Dental</a> Clinics	N	N	N	A	N	A	A	A	A	A	S	N
Adult Foster Care Center <sup>3</sup>	N	A	A	A	N	N	A	A	A	A	N	N
Personal Care Center	N	A	A	A	N	A	A	A	A	N	N	N
Child Care Center	A	A	A	A	A	A	A	A	A	A	N	N
Veterinarian Clinics	N	N	N	N	N	N	A	N	A	A	A	N
Kennels and Catterys	N	N	N	N	N	N	N	N	A	A	A	N
<a href="#">Self-Service Laundry</a> <a href="#">Laundromat</a>	N	N	N	N	A	A	A	A	A	A	N	N
Bed and Breakfasts	A	A	N	A	N	A	A	A	A	N	N	N
Motels/Hotels	N	N	N	N	N	N	N	A	A	A	N	N
Travel Trailer Parks	N	N	N	N	N	N	N	N	A	N	N	N
Business and Professional Offices	N	N	N	S	N	A	A	A	A	A	A	S
Retail	N	N	N	N	N	A	A	A	A	A	S	N
Large-scale Retail	N	N	N	N	N	N	N	S	S	S	S	N
<a href="#">Barber Shop and Beauty Parlors</a> <a href="#">Personal Service Stores</a>	N	N	N	N	N	A	A	A	A	A	S	N
Eating and Drinking Establishments ( <a href="#">Sit-Down</a> )	N	N	N	N	N	A	A	A	A	A	A	N
<a href="#">Drive-In-Thru</a> Restaurants	N	N	N	N	N	N	N	N	A	A	A	N
Banks	N	N	N	N	N	A	A	A	A	A	A	N
Mortuary	N	N	N	N	N	S	S	A	A	A	A	N
Wholesale Businesses	N	N	N	N	N	S	N	A	A	A	A	N
Commercial Greenhouses	N	N	N	N	N	A	S	N	A	A	A	N
Gasoline Service Stations	N	N	N	N	N	N	N	N	A	N	A	N
Auto Repair Garage	N	N	N	N	N	N	N	S	A	N	A	N
Automobile Dealerships	N	N	N	N	N	N	N	N	A	A	A	N
Auto Salvage and Storage	N	N	N	N	N	N	N	N	S	N	A	N
Warehouse and Enclosed Storage	N	N	N	N	N	N	N	N	A	A	A	S
Machine Shop	N	N	N	N	N	N	N	N	A	S	A	N
Artisan Manufacturing	N	N	A	A	N	A	A	A	A	A	A	N
Limited Manufacturing	N	N	N	N	N	S	A	A	A	A	N	<a href="#">N</a>
General Manufacturing	N	N	N	N	N	N	N	N	A	A	N	<a href="#">N</a>
Intensive Manufacturing	N	N	N	N	N	N	N	N	A	A	N	<a href="#">N</a>
Cidery	N	N	N	N	N	A	A	A	A	A	N	<a href="#">N</a>
Microbrewery/Microdistillery	N	N	N	N	N	A	A	A	A	A	N	<a href="#">N</a>
Winery	N	N	N	N	N	A	A	A	A	A	N	<a href="#">N</a>
<a href="#">Bowling Alley</a>	<a href="#">N</a>	<a href="#">N</a>	<a href="#">N</a>	<a href="#">N</a>	<a href="#">N</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">A</a>	<a href="#">S</a>	<a href="#">N</a>	<a href="#">S</a>

<u>Theater</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>S</u>	<u>N</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>A</u>	<u>A</u>	<u>N</u>	<u>S</u>
<u>Open-Air Stadiums, Sports Arenas and Amphitheaters</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>S</u>	<u>N</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>A</u>	<u>A</u>	<u>N</u>	<u>S</u>
Lumberyards	N	N	N	N	N	N	N	N	A	A	A	N
Transportation Terminals	N	N	N	N	N	N	N	A	A	A	N	N
Radio Stations <sup>4</sup>	N	N	N	N	N	A	<del>A</del>	A	A	A	A	A
Utility Substations	S	S	S	S	S	S	S	S	S	S	S	S
Armory	N	N	N	N	N	N	N	N	N	N	N	A
Cemetery	N	N	N	N	N	N	N	N	N	N	N	A
Government Offices	N	N	N	N	N	A	A	A	A	N	N	A
Public Recreation Facility	A	A	A	A	N	S	<del>N</del>	A	A	A	S	A
Health and Exercise Establishment	N	N	N	N	N	A	A	A	A	A	S	S
Marijuana Production Facility	N	N	N	N	N	N	N	N	N	A	A	N
<u>Sexually Oriented Business</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>S</u>	<u>N</u>	<u>S</u>	<u>S</u>	<u>A</u>	<u>A</u>	<u>N</u>

1. CBD—Any number of apartment units may be established in an existing commercial building. No new residential structures may be built unless they meet the definition of "High Density Residential."  
 2. NC-A single residential unit may be established within a commercial building to allow living space for a business owner.  
 3. Adult Foster Care Center.  
 a. No more than four (4) residents;  
 b. Staff member must be on board twenty-four (24) hours a day.  
 4. Radio Stations do not include radio towers or wireless communication facilities as defined by the Federal Communications Commission.  
 \* This includes manufactured homes as defined by Ordinance 1813.

(Ord. 1506, 11/16/82; Ord. 1516, 8/2/83; Ord. 1517, 10/18/83; Ord. 1529, 7/16/84; Ord. 1538, 11/20/85; Ord. 1544, 2/4/86; Ord. 1556, 9/16/86; Ord. 1799, 12/19/94; Ord. 1810, 7/3/95; Ord. 1813, 8/21/95; Ord. 1891, 9/7/99; Ord. 1949, 10/18/04; Ord. 1977, 9/18/06; Ord. 2000, 4/7/08; Ord. No. 2022, § 2(Exh. A), 9/7/10; Ord. No. 2029, § 1(Exh. A), 4/19/11; Ord. No. 2046, § 1(Exh. A), 9/17/13; Ord. No. 2090, § 1, 10/6/20; Ord. No. 2097, § 1, 1/5/21; Ord. No. 3003, § 1, 4/6/21; Ord. No. 3013, § 2, 8/17/21; Ord. No. 3017, § 1, 10/5/21; Ord. No. 3025, § 1, 10/21/21; Ord. No. 3023, § 1, 1/4/22)



**Sec. 30.41. Residential density requirements.**

Residential density requirements are set out in Table 30.41.

Table 30.41									
Residential Density Requirements									
Zoning Classification District									
	Low Density (R-I)	Med. Density (R-II)	<a href="#">Med. Density R-II(MH)</a>	High Density (R-III)	<a href="#">Mobile Homes (RMO)</a>	Mixed Use (MU)	<del>Mobile Homes (A) (RMO)</del>	Public (P)	<del>Med. Density R-II(MH)</del>
Min. Lot Area per Dwelling Unit in Square Feet	7,000	3,500	<a href="#">3,500</a>	1,150	<a href="#">6,000</a> >	875	<del>6,000</del> >	<a href="#">N/A</a>	<del>3,500</del>
<del>Three Units</del>									
<del>Four Units</del>								<del>N/A</del>	
<del>Five Units</del>									
<del>Six Units</del>									
Min. Setback Requirements									
Front Street	25'	25'	<a href="#">25'</a>	5'	<a href="#">20'</a>	0	<del>20'</del>	20'	<del>25'</del>
Side	15'	5' or B) or C)	<a href="#">5' or B) or C)</a>	0 or C)	<a href="#">10' or C)</a>	0 or C)	<del>10' or C)</del>	5' or C)	<del>5' or B) or C)</del>
Rear	5'	5'	<a href="#">15' 5'</a>	0	<a href="#">5'</a>	0	<del>5'</del>	15'	<del>15'</del>
Side Street	15'	10'	<a href="#">10'</a>	0	<a href="#">10'</a>	0	<del>10'</del>	10'	<del>10'</del>
Max. Height for all Bldgs.	27' or 34' if Roof Pitch >= 3:12	27' or 34' if Roof Pitch >= 3:12	27' or 34' if Roof Pitch >= 3:12	50'	<a href="#">15'</a>	60'	<del>15'</del>	27'	<del>27' or 34' if Roof Pitch &gt;= 3:12</del>
Off-Street Parking Requirements	Refer to Article V Sec. 30.51	Refer to Article V Sec. 30.51	<a href="#">Refer to Article V Sec. 30.51</a>	Refer to Article V Sec. 30.51	<a href="#">Refer to Article V Sec. 30.51</a>	Refer to Article V Sec. 30.51	<del>Refer to Article V Sec. 30.51</del>	Refer to Article V Sec. 30.51	<del>Refer to Article V Sec. 30.51</del>

1. In all residential zoning districts in which accessory dwellings are permitted the number of accessory dwellings allowed is equivalent to the number of dwelling units allowed on the lot as show in Table 30.41 above. The total number of dwelling units allowed on any lot is the allowed density of the lot in Table 30.41 above plus the equivalent number of accessory dwellings. E.g.: a 7,000 square foot lot in the R-II zoning district allows two (2) dwelling units and two (2) accessory dwellings.

A) Applicable to Mobile Home Subdivisions only.

B) Side setback not required for approved townhouse development.

C) Any side setback that is directly adjacent to, and generally in line with, an adjoining rear setback within the same Zoning Classification District shall have the same setback as the adjoining rear setback.

(Ord. 1728, 12/7/92; Ord. 1798, 12/19/94; Ord. 1861, 6/16/97; Ord. No. 2090 , § 1, 11/5/20; Ord. No. 2097 , § 1, 1/5/21; Ord. No. 3018 , § 1, 10/5/21; Ord. No. 3023 , § 1, 1/4/22)

**Sec. 30.51. Off street parking and loading zones.**

A. Parking area design. Parking spaces and drive aisles for all commercial and industrial users shall meet the dimensions listed in Table 30.51 below.

Table 30.51. Commercial and Industrial Parking stall and drive aisle dimension requirements.			
Parking Angle	Parking Stall Length	Parking Stall Width	Drive Aisle Width One-Way/Two-Way
30°	18'6"	9'	13'/21'
45°	18'6"	9'	13'/21'
60°	18'6"	9'	16'/21'
75°	18'6"	9'	16'/21'
90°	18'6"	9'	—/24'

1. Parking lots for all multi-family residential, commercial, industrial and mixed-use development shall be paved. Gravel parking areas are not permitted for any use other than single-family residential. Pervious pavers and green paving systems are encouraged.
  2. Parking areas are encouraged to utilize as little land area as possible to meet the minimum parking standards. Overparking, or adding more parking spaces and area than required by the minimum standards, is highly discouraged.
  3. To minimize vehicular conflicts on roadways and vehicular crossings of the sidewalk, the preferred access to parking areas for all uses are alleyways. Where alleyways are not an available or feasible option for parking access, uses are encouraged to utilize shared access points. Parking areas should be accessed from side streets rather than major roadways throughout the City.
- B. Location. Off-street parking facilities shall be located as hereafter specified: any distance specified shall be in walking distance measured from the nearest point of the parking facility to the nearest point of the lot that such facility is required to serve:
1. For one (1) family, two (2) family, and accessory dwellings: Off-street parking is required on the same lot or an adjoining lot with the building they are required to serve.
  2. For multiple dwellings and townhouses: Off-street parking is required within a walking distance of one hundred (100) feet.

3. For hospitals, sanitariums, convalescent homes, nursing homes, rest homes, homes for the aged, asylums, retirement homes, rooming and boarding houses: Off-street parking is required within six hundred (600) feet.
  4. For uses other than those specified above: Off-street parking within five hundred (500) feet is required.
  5. For large-scale retail uses: Off-street parking is required to be on the same lot and to the rear or side of the primary structure on the lot.
- C. Expansion or Enlargement. Whenever any building is enlarged in gross floor area by more than ten (10) percent, off-street parking shall be provided for the expansion or enlargement portion only in accordance with the requirements of this article. Nothing in this provision shall be construed to require off-street parking spaces for the portion of such building previously existing before enlargements or for existing buildings that undergo a change in use.
- D. Non-Conforming Use. Voluntary establishment of off-street parking or loading facilities to serve any existing use of land or buildings, even though non-conforming, is allowed and encouraged.
- E. Mixed Occupancies. In the case of mixed uses, the total requirements for the various uses shall be computed separately. Off-street parking facilities for one use shall not be considered as a substitute or for joint use.
- F. Use Not Specified. In the case of a use not specifically mentioned in a zone, the requirements for off-street parking facilities shall be determined by the Zoning Coordinator or their authorized representative. Such determination shall be based upon the requirements for the most comparable use listed.
- G. Joint Use. The Zoning Coordinator or their authorized representative may authorize the joint use of parking facilities for the following uses or activities under conditions specified:
1. Up to fifty (50) percent of the parking facilities required for primarily "night time" uses such as theaters, bowling alleys, bars, restaurants and related uses may be supplied by certain other types of buildings or uses herein referred to as "day time" uses such as banks, offices, retail, personal-service shops, clothing, food, furniture, manufacturing or wholesale and related uses.
  2. Up to one hundred (100) percent of the parking facilities required for a church or for an auditorium incidental to a public or parochial school may be supplied by the off-street parking facilities provided by uses primarily of a day time nature.
  3. In mixed-use developments, up to fifty (50) percent of the parking facilities required for the residential use may be supplied by the related day time commercial or light industrial uses. The commercial or light industrial use must be closed between 6:00 p.m. and 8:00 a.m. to be considered for joint use parking.
- H. Conditions Required for Joint Use. The building for which application is being made to jointly utilize the off-street parking facilities provided by another building shall be located within 500 feet of such parking facilities.
- The applicant must show that there is no substantial conflict in the principal operating hours at the two buildings or uses for which joint use of off-street parking facilities as is proposed.
- The applicant must also present a legal agreement executed by the parties concerned for joint use of off-street parking facilities.
- I. Central Business District. In the Central Business District Zone any commercial enterprise that is required to meet the minimum standards for off-street parking, shall be required to have only fifty (50) percent of the parking space requirements in the Table of Minimum Standards. Apartment units in the Central Business District shall meet the full parking space requirements.

J. Table of Minimum Standards — Off-Street Parking. Parking spaces shall be required as set forth in the following table, and where alternatives or conflicting standards are indicated, the greater requirements shall apply: Where the total quota results in a fraction, the next highest full unit shall be provided; and in case of a use not specifically mentioned, the requirements of the most similar mentioned use shall apply.

USE	SPACE REQUIRED
Bowling alleys-	Five per alley.
Medical and dental clinic-	One per 200 square feet of gross floor area.
Banks, business and professional offices with on-site customer service-	One per 400 square feet of gross floor area.
Offices not providing on-site customer services-	One per 4 employees or one per 800 sq. ft. of gross floor area, whichever is greater.
Radio Stations	One per 4 employees or one per 800 sq. ft. of gross floor area, whichever is greater.
Mortuaries-	One per 5 seats in the principal auditorium.
Manufacturing uses, research testing, and processing, assembling, all industries-	One per 2 employees on maximum shift but not less than one per each 800 square feet of gross floor area.
Libraries and museums-	One per 500 square feet of gross floor area.
Schools, elementary and junior high, <del>public, private or parochial.</del>	One per each employee.
School, high school, <del>public or private.</del>	One per each employee and one per 5 students.
Service stations and drive-in <del>thru</del> restaurants-	One per 80 sq. ft. gross floor area, with 10 spaces minimum requirement.
Residential, single-family-	2 per dwelling unit.
Residential, <del>duplex or</del> multi-family-	1 per dwelling unit.
Accessory dwelling unit	1 per dwelling unit
<del>Boarding houses and similar uses.</del>	<del>One per dwelling unit or lodging unit.</del>
Convalescent homes, nursing homes, rest homes	One per 6 beds plus one per each staff member on duty on a maximum shift.
Warehouses, storage and wholesale business and freight terminals-	10 spaces for the first 20,000 square feet of gross floor area* and one space for each additional 10,000 square feet.
Eating and drinking establishments- <u>(sit-down)</u>	One per 100 sq. ft. of gross floor area for the first 4,000 sq. ft. with 10 spaces minimum requirement and one space for each additional 300 square feet.
Furniture, appliance, hardware, clothing, shoe, personal- <del>service</del> stores-	One per 600 square feet of gross floor space.
Motor vehicle, machinery, plumbing, heating, ventilating, building material supplies, sales and service-	One per 1,000 sq. ft. of gross floor area plus one per three employees.
Retail stores or service businesses not otherwise named-	One per 500 square feet of gross floor area.
Large-scale Retail	One per 800 sq. ft. of gross floor area.
Retirement homes, housing projects for senior citizens-	1-6 dwelling units 0.5 per dwelling unit; 7-18 dwelling units 0.33 per dwelling unit; over 18 dwelling units 0.25 per dwelling unit; minimum of 5 spaces.
Motels, <del>H</del> hotels and motor courts-	One per sleeping room.
Hospitals/ <del>and institutions</del> <u>Institutions-</u>	One per 3 beds plus one per 3 employees.
Theaters-	One per 10 seats.

Health and exercise establishment	One per 200 square feet of gross floor area plus 3 per court
<del>Churches, auditoriums and similar open assemblies.</del>	One per 5 seats or one per 100 linear inches of pew or one per 65 sq. ft. of gross floor area used for assembly purposes, whichever is greater.
<del>Stadiums, sport arenas and similar open assemblies.</del> <u>Open-air stadiums, sports arenas and amphitheaters</u>	One per 8 fixed seats plus one per 100 sq. ft. of assembly space without fixed seats.
* In calculating minimum required parking, gross floor area shall not include car ports and garage areas.	

- K. Up to twenty (20) percent of the parking spaces required in the Table of Minimum Standards may be replaced by enlarged landscaped areas, stormwater swales, or social areas. Enlarged landscaped, stormwater, or social areas must be equivalent or greater in total square footage to the parking spaces being replaced.
- L. Traffic Control Devices. All traffic control devices such as parking stripes designating stalls, directional arrows, rails, curbs and other developments shall be installed and completed as shown on the approved plans. Hard-surfaced parking areas shall use paint to delineate stalls and directional arrows.
- M. Screening Required. Screening in the form of walls, architectural fences or dense coniferous hedges shall be required where the parking lot has a common boundary with any residentially zoned property. Such screening shall be located no closer than three (3) feet from the property line and shall be properly maintained.
- N. Lighting Restrictions. Lighting of areas to be provided for off-street parking shall be so arranged to not constitute a nuisance or hazard to passing traffic, and where the lot joins any residentially zoned property, the illuminating devices shall be so shaded and directed to play away from residentially classified property.
- O. Maintenance. Maintenance of all areas provided for off-street parking shall include removal and replacement of dead and dying trees, grass and shrubs, removal of trash and weeds, repair and maintenance of drains and repair of traffic control devices, signs, light standards, fences, walls, surfacing materials, curbs and railings.
- P. Off-Street Loading Warehouse and Wholesale. Off-street loading space for warehouse, wholesale shipping and similar facilities shall be determined by the Building Official or his authorized representative.
- Q. Standards for Commercial and Industrial Uses.
  - 1. Off-Street Loading, Retail and Commercial. In any building or part thereof having a gross floor area of ten thousand (10,000) square feet or more, which is to be occupied by a use requiring the receipt or distribution by vehicles of material or merchandise, there shall be provided and maintained on the same lot with such building at least one (1) off-street loading space, plus one (1) additional loading space for each twenty thousand (20,000) square feet or major fraction thereof of twenty (20) feet in width, thirty-five (35) feet in length and fourteen (14) feet in height. Loading areas shall be located to the rear of the building and shielded from view from the neighboring properties and rights-of way. Loading areas shall not extend into the public right-of-way.
  - 2. Parking areas shall be located to the side and rear of the primary building on site.
  - 3. Parking areas shall have engineered stormwater retention and/or detention systems consistent with the City of Livingston Design Standards and Specifications Policy to prevent runoff into adjacent properties and rights-of-way. Collected stormwater is highly encouraged to be reused to irrigate on-site landscaping.
- R. Bicycle Parking.
  - 1. Bicycle Parking Standards and Design.

- a. In all multi-family residential, commercial, industrial and mixed-use development, the amount of provided bicycle parking shall be no less than ten (10) percent of the required automobile parking spaces. In buildings with less than twenty (20) parking spaces, two (2) bicycle parking spaces shall be required. Buildings with existing bicycle parking in the adjacent right-of-way may waive the required bicycle parking spaces if the number of bicycle parking spaces provided within the adjacent right-of-way is equal to or greater than the number of spaces required by this regulation. Where there are five (5) or more bicycle spaces required, twenty (20) percent of those spaces shall be for bicycles with trailers.
- b. A bicycle parking space shall be no less than three (3) feet wide by six (6) feet long. Bicycle with trailer spaces shall be no less than three (3) feet wide by ten (10) feet long.
- c. The preferred bike rack styles are inverted U or post and loop racks.
- 2. Bicycle Parking Location.
  - a. In all commercial, industrial and mixed-use development, bicycle racks designed to allow bicycles to be securely locked to them must be provided as close as possible to the main entrance of the building, and must be in a location visible from the public right-of-way.
  - b. Buildings with multiple entrances are highly encouraged to place bicycle racks at each entrance.
  - c. Multi-family residential developments are encouraged to provide secure and sheltered bicycle parking.
- S. Pedestrian Walkways. Multi-family residential, commercial, industrial and mixed-use development shall provide pedestrian walkways. A system of pedestrian walkways is required to connect each primary use structure on-site to the following: adjacent public sidewalks, on-site parking, other on-site primary use structures, bicycle parking areas, and common outdoor use areas.
- T. Landscaping Requirements for Parking and Loading Areas. Screening, in the form of trees, hedges or other vegetation shall be required between commercial, industrial and multi-family parking, loading and/or storage areas and any public right-of-way. Such screening shall be entirely on private property, shall be a minimum of four (4) feet in height, and shall not constitute a safety hazard for vehicular or pedestrian movement as defined in Section 30.52 of the Livingston Municipal Code. Decorative walls or fencing or earthen berms may also be used in combination with vegetative screening subject to review and approval of the City.
  - 1. General Requirements for Landscaping Plantings. All landscaping shall consist of native, drought-resistant plantings and should be planted using a variety of species planted in an informal arrangement. The use of food producing plantings and pollinator friendly plantings are preferred.
  - 2. Planting, watering, and upkeep of all plantings shall be the perpetual responsibility of the owner. In particular, sufficient watering shall be provided to assure the survival of all plantings.
  - 3. Perimeter plantings, when mature, shall provide at least fifty (50) percent screening of the parking areas using dense deciduous clusters or evergreen trees. A mix of dense hedge clusters and small open spaces is allowed.
  - 4. Parking lots are encouraged to be broken into smaller areas surrounded by landscaping to minimize large unbroken paved areas. Large deciduous trees are encouraged in the interior of parking lots. Denser hedges are encouraged around the perimeter of parking lots.
- U. Landscaping Requirements for the Interior of Parking Areas.
  - 1. Option #1. Parking areas will be designed so that parking rows will consist of not more than ten (10) automobiles. Any parking area which has a capacity of twenty (20) or more automobiles will be required to provide landscaped islands between parking rows. The island(s) will be at least five (5) feet wide and shall consist of vegetation or other landscape treatment as well as a minimum of one (1)

deciduous shade tree per every ten (10) parking spaces or portion thereof. The island(s) will be separated from the parking surface by a curb of at least six (6) inches in height.

- 2. Option #2. In the alternative, where parking rows are to consist of more than ten (10) parking spaces, landscaped islands will be provided in accordance with an approved landscape plan. The plan will provide for landscaped area equal to a minimum of five (5) percent of the gross parking lot area. When using this option at least two (2) islands will be required and each island must be a minimum size of fifty (50) square feet. Each island shall contain vegetation or other landscape treatment as well as a minimum of one (1) shade tree per every ten (10) parking spaces or portion thereof.

(Ord. No. 2090 , § 1, 11/5/20; Ord. No. 3003 , § 1, 4/6/21; Ord. No. 3005 , § 2, 4/20/21; Ord. No. 3010 , § 1, 7/20/21; Ord. No. 3017 , § 1, 10/5/21; Ord. No. 3025 , § 1, 10/21/21; Ord. No. 3023 , § 1, 1/4/22)

**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 18<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
**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 16th day of May, 2023.

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

**ATTEST:**

**APPROVED TO AS FORM:**

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

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

**File Attachments for Item:**

**A. HISTORIC PRESERVATION COMMISSION ANNUAL REPORT PRESENTATION.**



Livingston Historic Preservation Commission  
2022 Annual Report to the City Commission  
April 11, 2023

The 2022 Livingston Historic Preservation Commission was comprised of a City Preservation Officer- Mathieu Menard (January- March), Jim Woodhull (April- October) and Jennifer Severson (November- December); and 5 members of the community: Ron Nemetz, Chair, Bob Ebinger (January- March), Jack Luther, Tom Blurock, Lindie Gibson and Kristin Vanderland (July-December).

The Commission met 10 times in 2022 – meetings were held in-person with a virtual attendance option also offered via Zoom.

The Historic Preservation Commission accomplished the following in 2022:

- In collaboration with the City, applied for and was approved for the yearly Certified Local Government Grant pass-through funds from the state.
- Completed seven design reviews for properties within the Downtown Historic District (signs-3, windows/ facades-3, mural-1)
- Listened to a presentation from Jennifer Madgic about progress on starting the Downtown Master Plan process
- Supported the nomination of the Sacajawea/ Miles Park National Historic District to the National Register; HPC member Jack Luther provided support to the state in compiling the nomination.
- Ongoing discussions related its role in ensuing compliance in the Downtown Historic District.

The Historic Preservation Commission is looking forward to supporting the City of Livingston to implement the City’s Preservation Plan for 2023; this includes approving a consultant to continue efforts to survey commercial buildings in the Downtown Historic District.

Jack Luther was elected as the new HPC Chair and Ron Nemetz as the Vice-Chair at the February 14, 2023 meeting.

**File Attachments for Item:**

**B. PRESENTATION OF STORMWATER PRELIMINARY ENVIRONMENTAL REPORT PROJECT.**

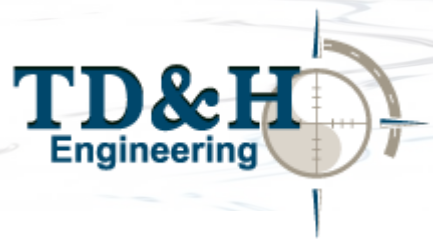
# City of Livingston Stormwater Drainage System Preliminary Engineering Report (PER)

April 18<sup>th</sup>, 2023

City of Livingston



*Incorporated 1889*



Matt McGee, PE  
Martha O'Rourke, PE  
Shannon Holmes



## Executive Summary

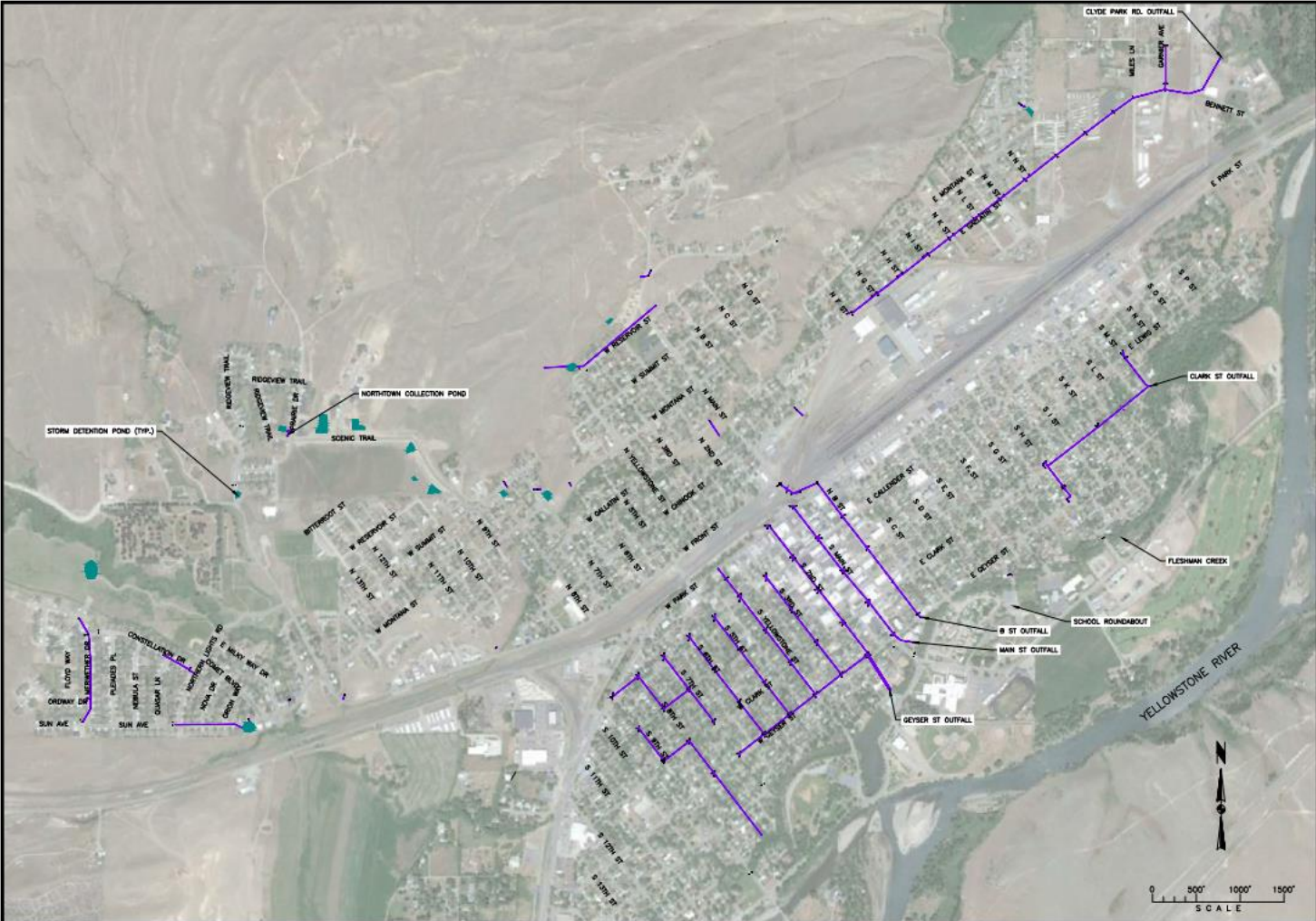
The study will:

1. Analyze the drainage system in the study area to assess capacity and identify problem areas and causes of flooding due to capacity limitations.
2. Catalog the stormwater drainage system components with respect to conveyance; facility type, dimensions and treatment volume; and the categorization of system risk.
3. Identify high risk stormwater conveyance piping expected to be contributing to the inundation of streets and .
4. Identify areas where the storm drainage system does not exist.
5. Evaluate alternatives with respect to cost, feasibility, required operations and maintenance (O&M), and impacts the human health and the environment
6. Prioritize potential improvements

# Livingston Storm Drainage System PER



## Existing System



NOT FOR CONSTRUCTION

REV.	DATE	REVISION

DESIGNED BY: \_\_\_\_\_  
QUALITY CHECK: \_\_\_\_\_  
DATE: 06.03.2022  
JOB NO. 1822-002  
FIELDBOOK \_\_\_\_\_

LIVINGSTON STORM WATER DRAINAGE SYSTEM PER  
LIVINGSTON, MONTANA

EXISTING STORM WATER SYSTEM

EXISTING FIGURE DWG  
FIGURE 2-2

# Livingston Storm Drainage System PER

**TD&H**  
Engineering



## Existing Flow – Pipe Size

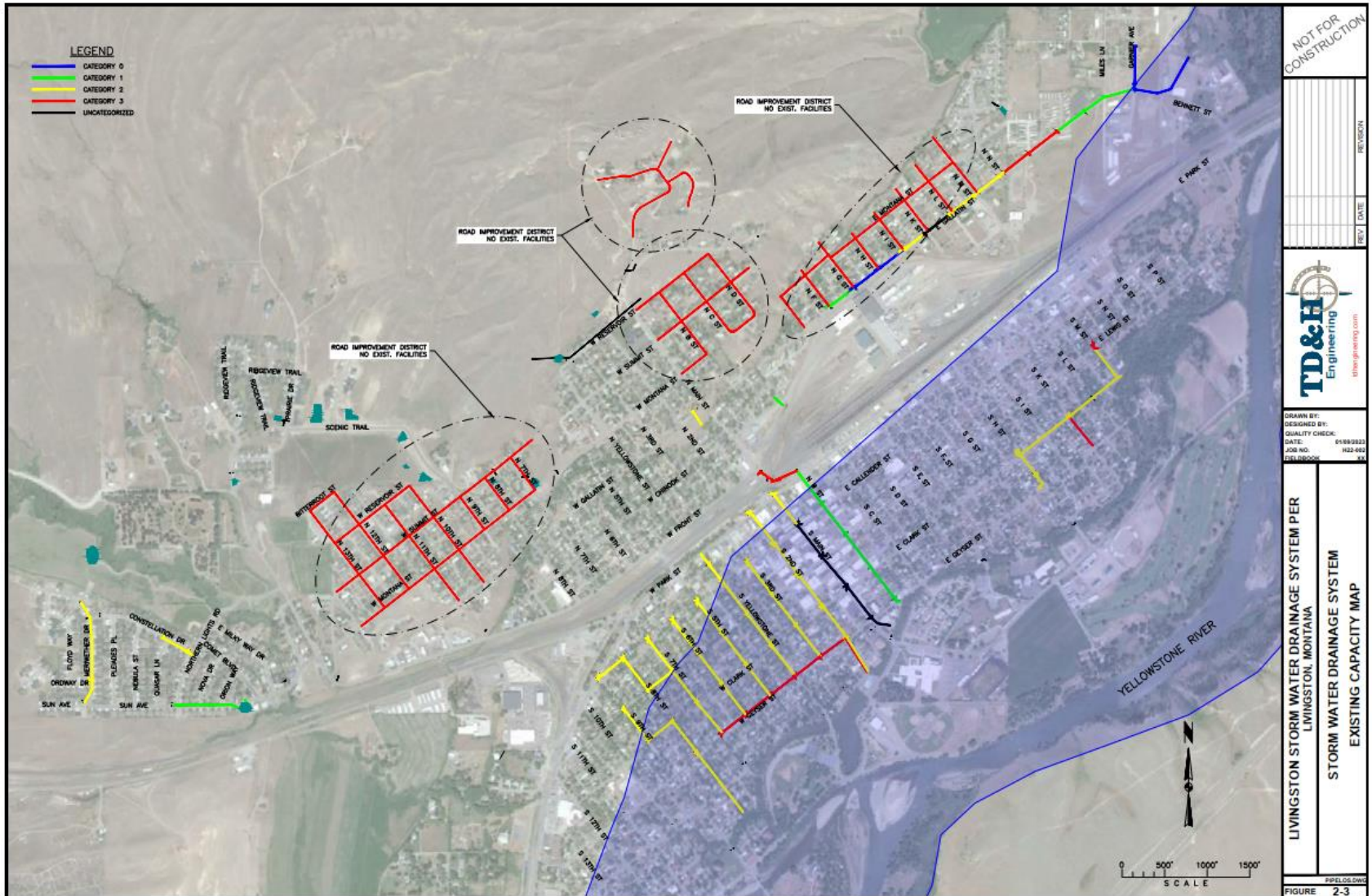


# Livingston Storm Drainage System PER

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## Existing System – Categorical Ranking

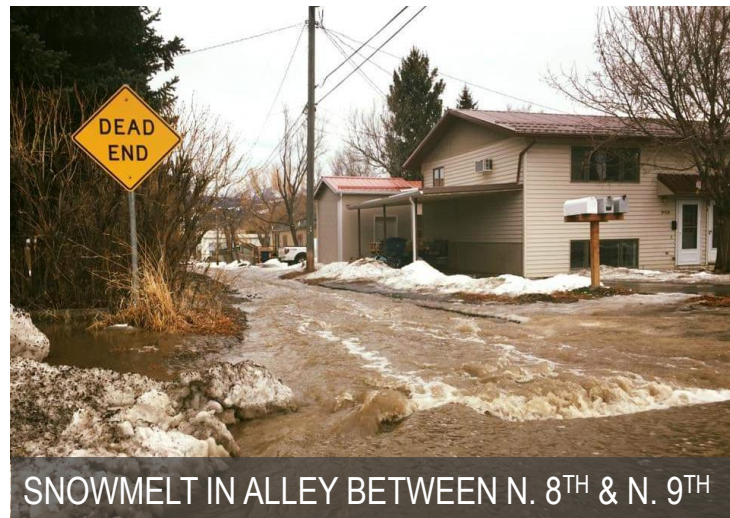
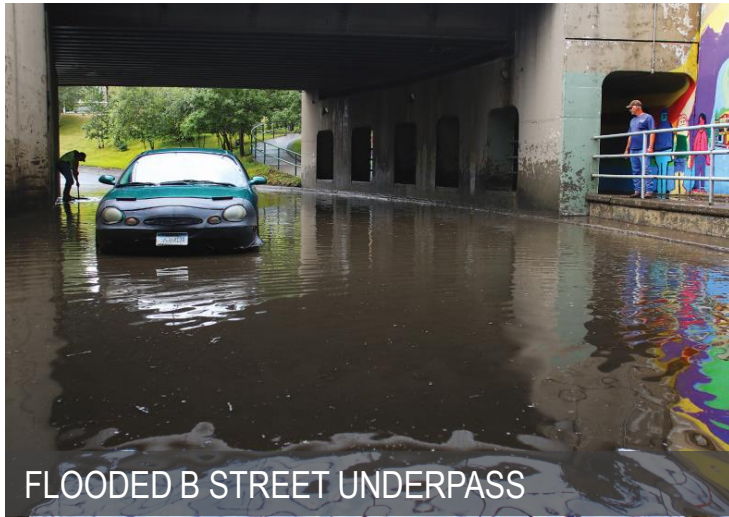


# Livingston Storm Drainage System PER

**TD&H**  
Engineering



## Our Storm Drainage System in Action



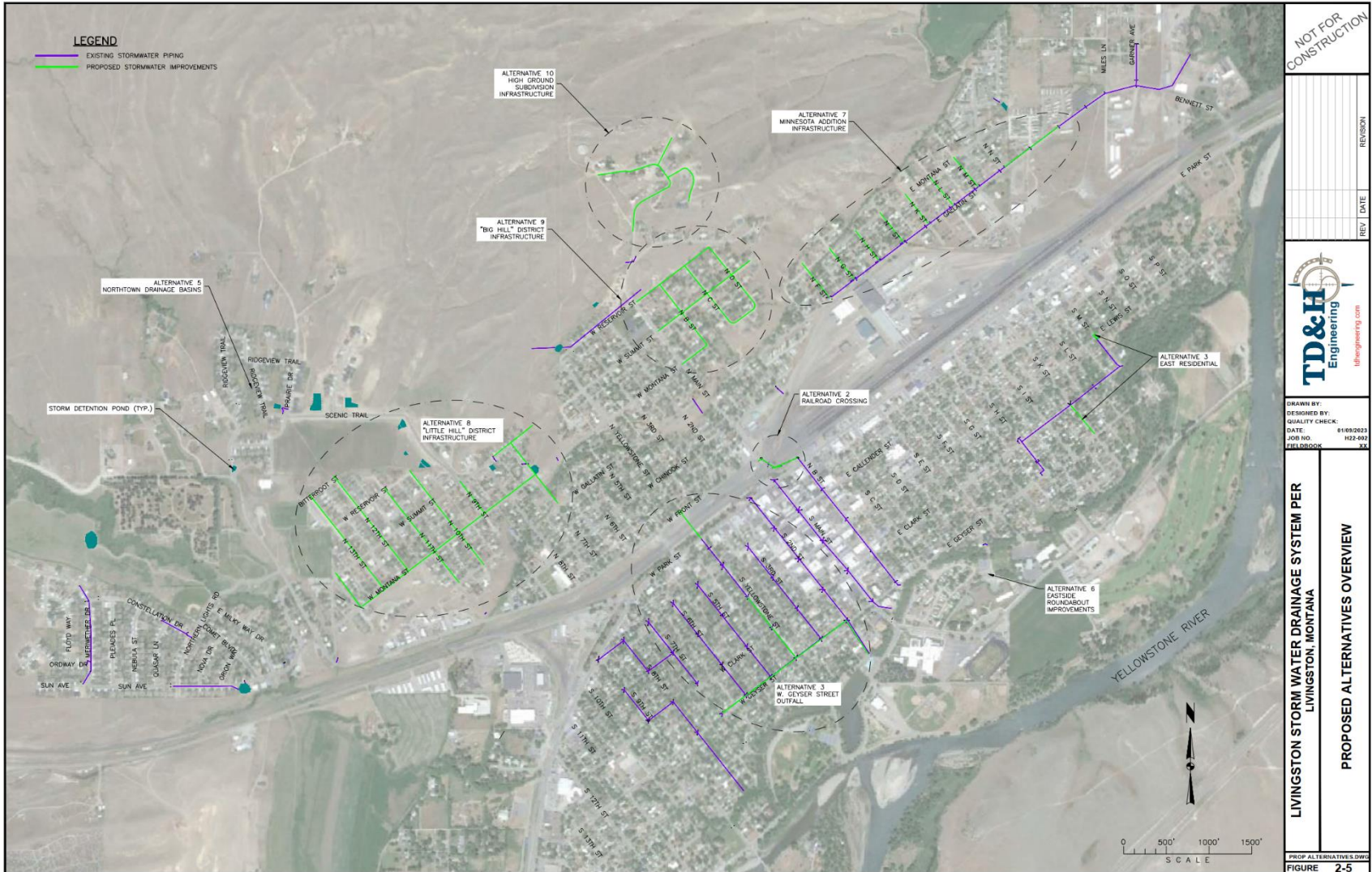


# Livingston Storm Drainage System PER

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## Alternatives Considered



## Summary of Recommended Improvements

Alternatives 2-10 were deemed feasible and beneficial to the City of Livingston. The recommended improvements have been prioritized based on estimated construction cost, impacts to human health and environment, logistical feasibility, and required O&M procedures.

Project Cost Estimate Summary		
Priority	Project name	Total Estimated Construction Cost
1	Railroad Crossing	\$121,000
2	W. Geysler Street Outfall	\$2,016,000
3	* "Little Hill" District Infrastructure	\$3,770,000
4	* Minnesota Addition Infrastructure	\$1,967,000
5	East Residential	\$483,000
6	Eastside Roundabout Improvements	\$112,000
7	* "Big Hill" District Infrastructure	\$671,000
8	* Highground Subdivision Infrastructure	\$475,000
9	Northtown Drainage Basins	\$637,000

\* This alternative would be part of a larger street scape project to pave roads, add storm infrastructure, and replace failing water or sewer mains.

## Stormwater Utility & MS4

- Municipal Separate Storm Sewer System (MS4) is required for urban areas within Montana that have a storm drainage system serving a population of +10,000.
- 2020 Census = 8,150 residents
- Livingston is projected to grow to +10,000 residents in the next 10 years.
- What does MS4 permitting and the accompanying Stormwater Management Plan (SWMP) mean for Livingston?
- Currently, storm infrastructure projects are funded through Capital Improvements (split between sewer and street department budgets).
- Creation of a Stormwater Utility provides a separate mechanism to fund new projects and maintain existing infrastructure.
- What are the next steps?

# Livingston Storm Drainage System PER

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## Stormwater Utility & Rates

# COSTS

vs

# INCOME

Maintenance

+

Operation Costs

+

Capital Projects

Impact Fees

+

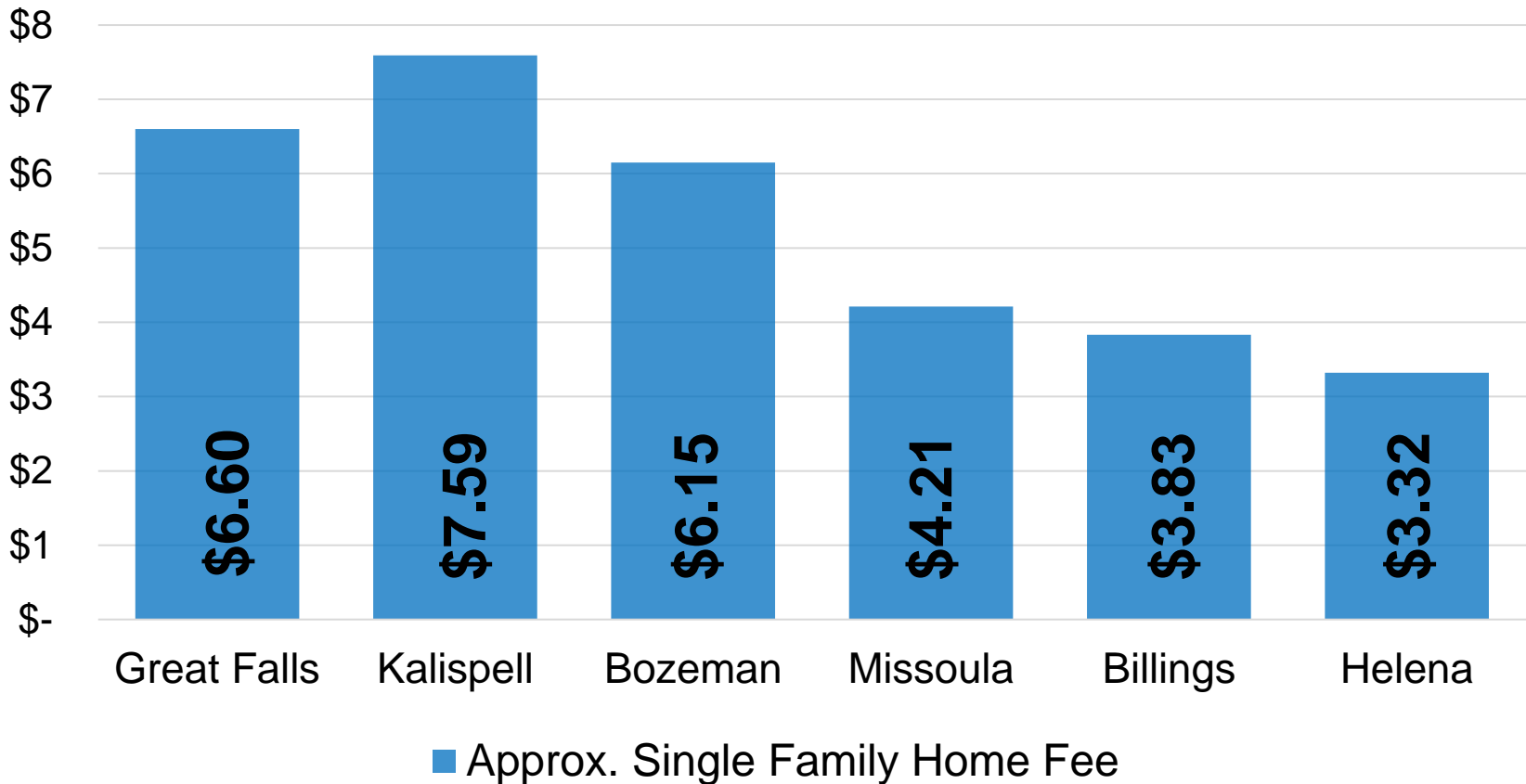
Monthly Fees

Starting Goal = \$300,000 / year



## Stormwater Utility Fee Models

### Average Monthly Storm Water Utility Fees In Montana



# Livingston Storm Drainage System PER

TD&H  
Engineering



## Stormwater Utility Fee Model - Missoula

**Single Family Home** Averages 9.5 Trips/Day

Trip Fee =  $\$0.25 \times 9.5 \text{ Trips} \times 1 \text{ Unit} = \$2.38$

Total Monthly Fee =  $\$4.00 + \$2.38 = \mathbf{\$6.38}$

**5-unit Condo** Averages 4.1 Trips/Day/Unit

Trip Fee =  $\$0.25 \times 4.1 \text{ Trips/Day/Unit} \times 5 \text{ Units} = \$5.13$

Total Monthly Fee =  $\$4.00 + \$5.13 = \mathbf{\$9.13}$

**A 2,500 SF Gym** Averages 30.3 Trips/Day/1,000 SF

Trip Fee =  $\$0.25 \times 30.3 \text{ Trips/Day/1,000 SF} \times 2,500 \text{ SF/1000 SF} = \$18.94$

Total Monthly Fee =  $\$4.00 + \$18.94 = \mathbf{\$22.94}$

# Livingston Storm Drainage System PER

TD&H  
Engineering



## Stormwater Utility Fee Model - Bozeman

Average Impervious Area = 2,700 Ft<sup>2</sup> = 1 ERU

### Older Single Family Home

$$\$3.36 + (1 \text{ ERU} \times \$2.70) - \$0 = \mathbf{\$6.06}$$

### Single Family Home

$$\$3.36 + (1 \text{ ERU} \times \$2.70) - (1 \text{ ERU} \times \$1.26 \text{ Credit}) = \mathbf{\$4.80}$$

### New Development 16,200 Ft<sup>2</sup> Commercial Building

$$16,200 \text{ SF} \div 2,700 \text{ SF} = 6 \text{ ERU}$$

$$(1 \text{ Meter} \times \$3.36) + (6 \text{ ERU} \times \$2.70) - (6 \text{ ERU} \times \$1.26 \text{ Credit}) \\ = \mathbf{\$12.00}$$

# Livingston Storm Drainage System PER

**TD&H**  
Engineering



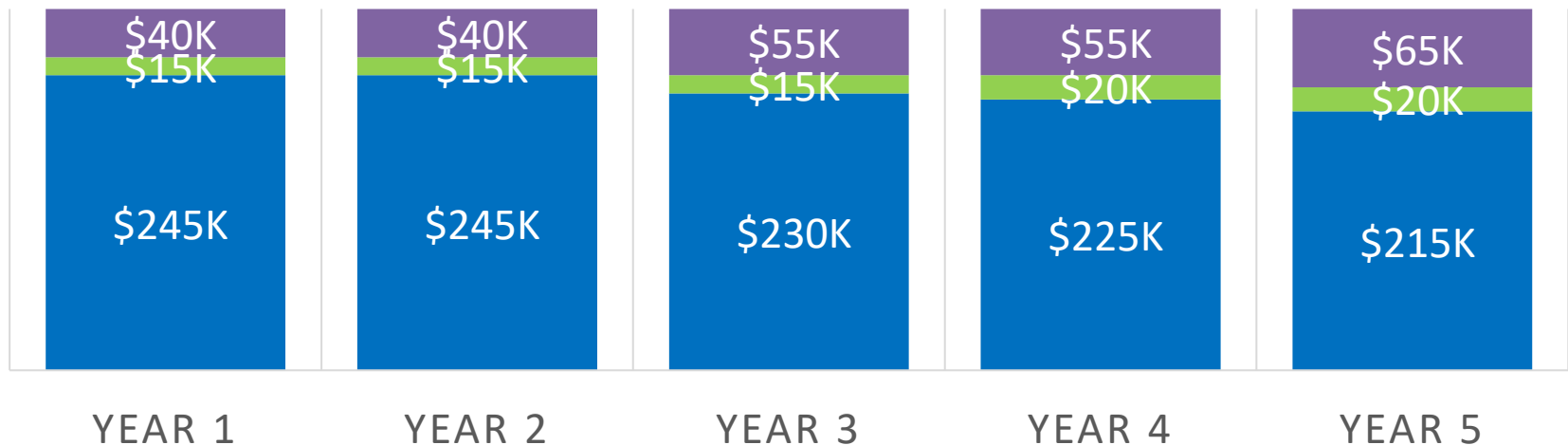
## What Does This Look Like for Livingston?

3,783 residences & 354 commercial Entities

Single Family Residential Charge \$5.00  
Average Commercial Charge \$12.50  
Estimated Impact Fees \$20,000

**TOTAL ANNUAL  
INCOME  
\$300,000**

■ Capital Improvements    ■ Maintenance    ■ Operation Costs





# Livingston Storm Drainage System PER

**TD&H**  
Engineering



## Recent Improvement Costs

2018 CIP STORM WATER INFRASTRUCTURE	<b>\$185,018</b>
2019 CIP STORM WATER INFRASTRUCTURE	<b>\$291,616</b>
2020 CIP STORM WATER INFRASTRUCTURE	<b>\$138,660</b>

## Stormwater Utility & MS4 – Next Steps

1. Inventory the existing system.
2. Apply for funding with the PER.
3. Develop a preliminary storm water management plan (SWMP).
4. Develop a preliminary rate model.
5. Adopt & implement the SWMP.
6. Maintain & expand the system once it is fully funded and functional.



# Livingston Storm Drainage System PER

**TD&H**  
Engineering



**Questions?**



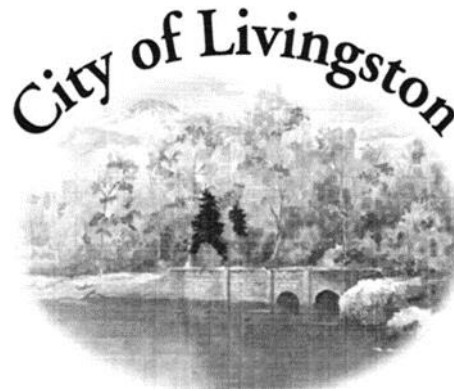
**File Attachments for Item:**

**C. CONSIDERATION OF A PUBLIC ART PROJECT.**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingtonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 4/18/2023  
To: Chair Nootz and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Consideration of a Public Art Project**

**Recommendation and Summary**

Staff is recommending the Commission approve the creation of a public art installation by adopting the following motion:

**“I move to approve the public art project on the railroad underpass and authorize the City Manager to work with the artist on installation.”**

The reasons for the recommendation are as follows:

- At the March 21 City Commission meeting, the City received interest in creating a public art project on the railroad underpass.
- The City released a Request for Proposals for a public art installation and received one proposal.

**Introduction and History**

The Main Street railroad underpass formerly included a public art mural. Several years ago, the mural was eliminated after vandalism damaged the artwork. At the March 21 City Commission meeting, the City received public comment stating interest in creating a public art project on the railroad underpass. After consultation with the City Commission, city staff released a Request for Proposals soliciting ideas for a public art installation on the railroad underpass on March 24 and received one proposal.

**Analysis**

The City of Livingston received one response to the Request for Proposals from a local art teacher and students. The sample imagery of the proposed mural is presented in Attachment A along with other samples of the artist’s work. The artist plans to create a mural during the spring on the underpass.

**Fiscal Impact**

Creation of the public art piece will be funded by the City.

**Strategic Alignment**

Public art installations are a strategy of the Growth Policy as noted below:

- Strategy 2.2.1.2: Display public art around the City and at local businesses either temporarily or permanently.

**Attachments**

- Attachment A: Sample mural imagery

# City of Livingston

Proposed Public Art Project

# Public Art Concepts





# Public Art Concepts



# Examples of Past Work



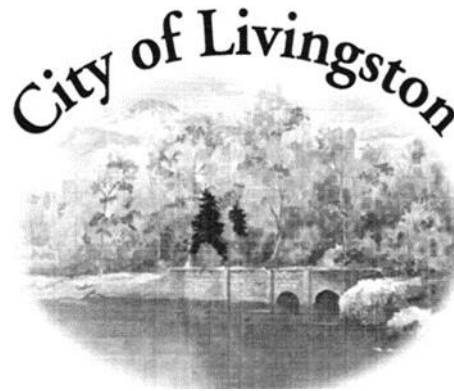
**File Attachments for Item:**

**E. DISCUSS/APPROVE/DENY: APPROVAL OF CONTRACT 20012 FOR EXECUTIVE EVALUATION SERVICES.**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingtonmontana.org  
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*Incorporated 1889*

**Chairperson**  
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**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 4/18/2023  
To: Chair Nootz and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Approval of Contract 20012 for Executive Evaluation Services**

**Recommendation and Summary**

The City has received proposals in response to its Request for Proposals for Executive Evaluation Services. The City Commission is requested to approve a contract for such services following its review of the proposals using the following motion:

“I move to authorize the City Manager to execute Contract 20012 with \_\_\_\_\_ for executive evaluation services.”

The reasons for the recommendation are as follows:

- The City Manager’s contract requires a facilitated evaluation at certain intervals.
- The first evaluation point is in May 2023.

**Introduction and History**

Section D of the City Manager’s contract requires “a facilitated performance evaluation at the six (6) month anniversary of the Manager’s start date.” Additionally, the contract provides that “facilitated evaluations will occur at the anniversary of the Manager’s employment anniversary date.” Additional process and timing requirements are included in the contract, as well.

**Analysis**

Given the process identified in the City Manager’s contract, staff prepared a Request for Proposals and received four proposals in response. The Commission has reviewed the proposals and will determine the firm to award a contract.

**Fiscal Impact**

The FY 23 cost can be absorbed in the current budget and costs for the subsequent work will be budgeted in those years.

**Strategic Alignment**

The evaluation requirement aligns with the City’s contractual obligations.

**Attachments**

- Attachment A: Draft Contract 20012

**PROFESSIONAL SERVICES AGREEMENT 20012**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, 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 220 East Park Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and \_\_\_\_\_, a \_\_\_\_\_ with its principal business office located at \_\_\_\_\_ (hereinafter referred to as the “Contractor”); and together with the City, the “Parties”).

**RECITALS:**

- A. The City desires to evaluate its City Manager, which requires certain services to be performed in connection therewith.
- B. The City desires to engage CONTRACTOR to perform the executive evaluations.
- C. The CONTRACTOR is engaged in the business of executive evaluations, and has the personnel, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the work 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 CONTRACTOR 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 (the services described in this Paragraph 2 shall be collectively referred to hereinafter as the “Services”).
- 3. CONTRACT TIME. The base term of the contract shall be for a period of eight (8) months from the date of award and shall include the six-month and first-year evaluations. The City may elect to continue the contract for two (2) additional one-year periods at its discretion. Such optional periods shall each extend for twelve (12) months from the date of election.

4. 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 that 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.
  
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 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 CONTRACTOR has been and will continue to be free from the control or direction of the City in the performance of this Agreement.
  
  - b. CONTRACTOR 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. CONTRACTORs 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 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.
  
  - d. The CONTRACTOR, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.
  
  - e. CONTRACTOR shall furnish all labor, materials, supplies and incidentals necessary to conduct and complete the Services.
  
6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. The CONTRACTOR represents and warrants as follows:

- a. It agrees to perform the Services in a professional manner according to the standards of care, skill, knowledge and diligence normally exercised and in accordance with sound practices. In the event any service is found to be out of conformance with the foregoing standards, the CONTRACTOR, at its own expense, shall make such changes, modifications or additions as are necessary to remedy the situation.
- 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 himself or for any employees engaged by the CONTRACTOR 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 CONTRACTOR, except for those members who are exempted by law. CONTRACTOR 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.
- e. It has reviewed the contract documents related to the Services 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.

7. PAYMENT.

- a. For the satisfactory completion of the Services, the City will pay the CONTRACTOR, on a time and materials basis, a sum not to not to exceed

\_\_\_\_\_. Each specific service the CONTRACTOR provides under this Agreement, and the maximum amount the City will pay the CONTRACTOR for each, is set forth in Exhibit A.

- b. The CONTRACTOR 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, 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.
  - d. 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.
8. 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 CONTRACTOR. 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 CONTRACTOR for services rendered and expenses incurred prior to the termination. Upon termination, the CONTRACTOR 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 CONTRACTOR in performing this Agreement whether completed or in progress.
9. OWNERSHIP AND PUBLICATION OF MATERIALS. All documents, 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 reuse without written verification or adaptation by the CONTRACTOR for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the CONTRACTOR. The City hereby grants to the CONTRACTOR an unlimited, royalty-free, worldwide, non-exclusive license regarding such documents, design drawings, data, specifications and reports prepared by the CONTRACTOR as part of its services under this Agreement.

- 10. INDEMNIFICATION AND HOLD HARMLESS. The CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR's negligent performance of this Agreement, except for liability arising out of the concurrent or sole negligence of the City or its officers, agents or employees.
  
- 11. INSURANCE. The CONTRACTOR 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 and No/100 Dollars (\$1,000,000.00) 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 prior to commencement of work. The CONTRACTOR 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.
  
- 12. CONFLICT OF INTEREST. The CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Services which would conflict in any manner or degree with the performance of the Services. The CONTRACTOR further covenants that, in performing this Agreement, it will employ no person who has any such interest.
  
- 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. 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.
18. TIME IS OF THE ESSENCE. Time is of the essence in performance of this Agreement.
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. 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. LIAISON. The designated liaisons with the City are \_\_\_\_\_, who can be reached at (406) \_\_\_\_\_. The CONTRACTOR’s liaison is \_\_\_\_\_, who can be reached at \_\_\_\_\_.
- 23. 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.
- 24. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- 25. CONTRACTORS. The CONTRACTOR shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall the CONTRACTOR have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. The CONTRACTOR neither guarantees the performance of any contractor nor assumes responsibility for any contractor’s failure to furnish and perform its work in accordance with the contract between the City and such contractor. The CONTRACTOR shall not be responsible for the acts or omissions of any contractor, subcontractor, or

supplier, or of any of their agents or employees or of any other persons (except the CONTRACTOR's own employees) at a project site or otherwise furnishing or performing any construction work, or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by the CONTRACTOR.

**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**

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

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

**Exhibit A**

**EXECUTIVE EVALUATION SERVICES**

**A. SCOPE OF WORK**

The intention is to provide meaningful feedback to the executive branch leadership after six-months in the position. The Consultant needs to be familiar with various evaluation instruments including technology enabled ones.

The annual evaluation process shall conform to the requirements of the City Manager’s contract and will include, but not be limited to, the following tasks to be performed by the awarded Consultant:

- Review current evaluation instruments to understand the existing City process.
- Finalize the evaluation instruments and process with City Commission, or their designated working group.
- Provide the evaluation instrument to the evaluators.
- Conduct evaluation interviews with City Commission and others, as requested
- If requested, facilitate a development session with City Commission
- Prepare written evaluation summary
- Debrief summary with City Manager
- Debrief evaluations with City Commission and City Manager
- If requested, facilitate feedback and evaluation sessions.
- Prepare public summary of the evaluation process and outcome
- If requested, provide contract modification support to the Commission.
- Prepare minutes of all closed sessions of the Commission that are held.

**B. SCHEDULE**

The six-month period of employment ends on May 2, 2023. The evaluation for this period should be complete no later than May 31, 2023. The year anniversary will occur on November 2, 2023 and this evaluation should be complete by November 30, 2023.