



# Livingston City Commission Agenda

June 02, 2026

5:30 PM

City – County Complex, Community Room

Join Zoom Meeting

<https://us02web.zoom.us/j/89516174206?pwd=DLTJu5egmUiGiZalbYVvXcdgD7Z06Y.1>

Meeting ID: 895 1617 4206

Passcode: 595033

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

4. 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)*

5. Consent Items

- A. APPROVAL OF MINUTES FROM MAY 19, 2026, REGULAR MEETING PG. 3**
- B. APPROVAL OF CLAIMS PAID 5/14/26 - 5/27/26 PG. 83**
- C. AGREEMENT 20263 WITH FOOD RESOURCE CENTER PG. 96**

6. Proclamations

- A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING JUNE AS PRIDE MONTH IN LIVINGSTON, MONTANA PG. 101**

7. Scheduled Public Comment

8. Action Items

- A. RESOLUTION NO. 5191: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, TO ENTER INTO A DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF THE SHEEP MOUNTAIN PLANNED UNIT DEVELOPMENT ON LOTS 8A & 9A OF THE AMENDED PLAT OF LOTS 8, 9 AND 10 IN THE BROOKSTONE MAJOR SUBDIVISION. PG. 103**
- B. RESOLUTION 5190: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ACCEPTING THREE UTILITY EASEMENTS GRANTED BY SHEEP MOUNTAIN RESIDENCES, LLC FOR THE SHEEP MOUNTAIN PLANNED UNIT**

**DEVELOPMENT AND AUTHORIZING CITY MANAGER TO SIGN ASSOCIATED DOCUMENTS.**

**PG. 122**

**C. CONTINUATION OF UPDATE FROM CITY FIRE DEPARTMENT**

**PG. 143**

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

9. City Manager Comment

10. City Commission Comments

11. Adjournment

Notice

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The Chair shall have the discretion to solicit comments from the public in the following order: (1) residents of the City, (2) business owners or operators in the City, (3) other organizations conducting operations in the City, and (4) residents, businesses or organizations from outside the City. The Chair may limit each person's comment period to not less than three (3) minutes.

- **Meeting Recording:** An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Clerk. 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 City meetings, please contact the City Clerk at least 24 hours in advance of the specific meeting you are planning on attending.

**File Attachments for Item:**

**A. APPROVAL OF MINUTES FROM MAY 19, 2026, REGULAR MEETING**



# Livingston City Commission Agenda

May 19, 2026

5:30 PM

City – County Complex, Community Room

<https://us02web.zoom.us/j/89923872740?pwd=beld0H6EKXFAeh25T5R8F36wzjbJnu.1>

Meeting ID: 899 2387 2740

Passcode: 213416

## 1. Call to Order

5:34 pm Chair Nootz called the meeting to order.

## 2. Roll Call

- Chair Nootz
- Vice Chair Willich
- Commissioner Daniels
- Commissioner Wilcox
- Commissioner O'Neill

## City Staff Present

- City Manager Grant Gager
- Asst. Chief of Police Andrew Emanuel
- Policy Analyst Greg Anthony
- Public Works Director Shannon Holmes
- Solid Waste Superintendent Van Garrick
- Parks Superintendent Mike Skaggs
- Fire Chief Josh Chabalowski
- Battalion Chief Jonathan Gilbert

## 3. Pledge of Allegiance

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

Chair Nootz asked the room to stand for the pledge of allegiance.

#### 4. 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)*

Public comment was offered by:

- Linda Mahr expressed that the community is getting increasingly divided. She would like to see the community working together as one.
- Doug Ensign lives on West Summit Street. He brought up a traffic situation in the area at the gap in W. Summit and it's dangerous with bikes and dirt bikes that come off the hill at high rates of speed into traffic.
- Peggy O'Neill stated she heard that more bulb outs were going on every corner downtown and it will cost a lot for taxpayers.
- Leslie Feigel asked about portable speed signs around town. She asked that the next Town Hall be about the state of business in Livingston. She stated there were over 800 signatures turned in for the Parks Master Plan last year.

The City Manager stated that they are aware of the situation on Summit Street and they will increase patrols in that area and he explained why the road is the way it is in that location.

Commissioner Daniels stated that in her day job they are aware of what goes on up there and they are working with the Police Department on this issue.

The City Manager stated that he heard the same rumor about bulb-outs and stated there is a community member going around to business owners giving false information. He stated that is not something the City is currently working on, and not something going in the City Manager's recommended budget for this coming year. He asked that community members to please stop spreading misinformation, and that if community members have questions to please reach out to the City directly before spreading rumors and misinformation.

The City Manager stated the City does have a speed trailer and could put it out. He stated the City is aware of the 800 signatures for the Parks Master Plan and stated they did do address verification on a number of the signatures and there were quite a number of those that resided outside of City limits and outside of Park County, and quite a few duplicates.

#### 5. Consent Items

- A. APPROVAL OF MINUTES FROM MAY 5, 2026, REGULAR MEETING [PG.4](#)**
- B. APPROVAL OF CLAIMS PAID 4/30/26 - 5/13/26 [PG.13](#)**
- C. CONSIDERATION OF OPEN CONTAINER SPECIAL EXCEPTION REQUEST FOR A PRIVATE EVENT ON JUNE 6, 2026 [PG.27](#)**
- D. JUDGE'S MONTHLY REPORT FOR APRIL 2026 [PG.33](#)**
- E. AGREEMENT 20257 WITH THE LIVINGSTON RODEO ASSOCIATION [PG.35](#)**
- F. AGREEMENT 20258 WITH THE HELP CENTER INC. [PG.42](#)**
- G. AGREEMENT 20259 WITH ONE HEALTH [PG.53](#)**

Commissioner Daniels motioned to approved Consent Items A-G, seconded by Commissioner Wilcox. Unanimously approved.

#### 6. Proclamations

**A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, RECOGNIZING AND CELEBRATING THE 102ND LIVINGSTON ROUNDUP RODEO PARADE AND AMERICA'S 250TH ANNIVERSARY IN 2026 PG.58**

Chair Nootz read the proclamation.

The City Manager stated he loves a good parade and loves seeing the people participate in the parade. The Manager thanked the organizers.

**B. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING MAY 17-23, 2026 AS NATIONAL PUBLIC WORKS WEEK IN LIVINGSTON, MONTANA PG.60**

Chair Nootz read the proclamation.

The City Manager stated that one of the few things he loves more than a parade is Public Works and its employees. He thanked them for their hard work every day in support of the City.

Chair Nootz thanked Public Works for all that they do.

**7. Scheduled Public Comment**

**A. 2025 COMMUNITY NEEDS ASSESSMENT FROM HRDC DISTRICT IX PG.62**

The City Manager introduced Laurie Bishop.

Laurie Bishop from HRDC's Park County Advisory Board gave a brief presentation.

Vice Chair Willich asked about a specific stat that increased.

Chair Nootz pointed out it was in the slides and was a need for jobs.

Chair Nootz expressed appreciation for the comparisons. She wondered if HRDC has long-term data on the comparisons.

Laurie stated there is long-term data that is based on resident reflections. The data reflected in prior reports may not reflect what the needs are currently.

Chair Nootz asked about the data comparing rent to other counties nearby.

Laurie stated that HRDC could work with her to get that data.

Chair Nootz expressed that the data was interesting about jobs that pay living wages. She wondered if HRDC has been working with members of the business community for solutions.

Laurie stated that she couldn't answer that at this time, but working with local entities is important to them.

Commissioner Wilcox stated she noticed that maybe some non-profits are stepping in to help with community assistance. She hopes that projects that previous Commissions have approved will help with affordable housing. She expressed that it is alarming to see how high child poverty rates are in Park County.

Laurie talked about all the partnerships HRDC has and who they work with for the needs of the community.

## 8. Action Items

### A. UPDATE FROM CITY PARKS DIVISION [PG.80](#)

The City Manager introduced Parks Superintendent Mike Skaggs.

Parks Superintendent Skaggs gave a brief presentation.

Chair Nootz asked how long he has been the Parks Superintendent.

Parks Superintendent Skaggs stated he has been in the position for 3 years.

Chair Nootz stated she appreciates the evolution of Public Works over the years. She asked about the partnership with Livingston Loves Trees.

Parks Superintendent Skaggs stated they take a lot off of the Parks Departments plate in planting trees and volunteer work every year.

Chair Nootz asked for his input on the Parks Master Plan.

Parks Superintendent Skaggs stated he sees it as a road map. It's compiled data of what the community wants, and it's ideas, so it doesn't mean that they have to go in that direction to get there. He stated it is a guided document they can use to achieve the overall goal.

Chair Nootz asked if anything stood out for any of the other parks.

Parks Superintendent Skaggs stated that the feedback was for play structures on the north side.

Commissioner O'Neill asked if any parts of the Parks Master Plan will be implemented this year.

Parks Superintendent Skaggs stated he was not sure at this point.

Commissioner Wilcox expressed thanks for the presentation and likes to see all the detailed things that this department does.

Commissioner Daniels thanked the Parks Department for all they do.

Vice Chair Willich expressed appreciation for the Parks Department and all their hard work.

### B. UPDATE FROM CITY SOLID WASTE DIVISION [PG.82](#)

The City Manager introduced Solid Waste Superintendent Van Garrick.

Solid Waste Superintendent Garrick gave a brief presentation.

Chair Nootz gave the team kudos for the department setting aside good construction waste.

Solid Waste Superintendent Garrick stated they do set aside good lumber for people to grab and remove from the landfill to be used.

Chair Nootz stated she is excited they are doing composting. She wondered if there are cost savings or things they should know about self-hauling that they don't already know.

Solid Waste Superintendent Garrick stated the only thing that was possibly under-calculated for was potential breakdowns.

Chair Nootz was impressed by the spring cleanup this year.

Solid Waste Superintendent Garrick stated it is comparable to years past when they would be picking up the stuff.

Commissioner Wilcox asked how people go about getting the good lumber material.

Solid Waste Superintendent Garrick stated it is at the transfer station and folks can talk to someone there to get it.

Commissioner Wilcox asked if there is still compost people can come pick up.

Solid Waste Superintendent Garrick stated yes, it is free if they load it themselves. It is \$10 per bucket if the City has to bring equipment to load it for them.

Commissioner Wilcox thanked the Solid Waste team for all their work.

Commissioner O'Neill thanked the team for coming to talk trash with them tonight.

Vice Chair Willich stated he is very excited about cost savings for self-hauling. He likes the crusher.

Chair Nootz motioned for a 10-minute break, seconded by Commissioner Wilcox. Unanimously approved.

### **C. UPDATE FROM CITY FIRE DEPARTMENT [PG.84](#)**

The City Manager introduced Fire Chief Josh Chabalowski.

Fire Chief Chabalowski gave a brief presentation.

Battalion Chief Jonathan Gilbert also presented.

Commissioner Wilcox stated that she wants to understand the schedule is 2 on 6 off and wanted to better understand the workload.

Battalion Chief Gilbert stated he is talking about their workload while at work.

Battalion Chief Gilbert finished the presentation.

Chair Nootz motioned for a 5-minute break, seconded by Commissioner Daniels. Unanimously approved.

Commissioner Daniels stated she has many questions and will set up a meeting with the City Manager to ask the questions to get a better understanding of the budget.

The City Manager addressed that the last slide indicated that at the next City Commission meeting there would be a levy conversation. He stated that is not accurate because it extends outside of the City district, so the levy question is more appropriately directed to the County Commission.

Commissioner Daniels expressed that the training in this department is impressive, but wondered how much per firefighter they are spending on this extensive training. She understands that it is expensive and with turnaround being so high in the department she wondered if there is a contract option stating if the City spends a certain amount of money on training that they are required to give a certain amount of time after the training.

Fire Chief Chabalowski stated that is something they can look into doing. He stated they do currently do that for the reserve firefighters if they put them through firefighter training.

Commissioner Wilcox expressed that she would like to review the slides as they have a lot to do with budget. She likes to understand the comparisons, and internal quality metrics.

Commissioner O'Neill expressed understanding of the needs in the department, but stated he is not sure where they will come up with the money for it.

Vice Chair Willich expressed the thought that they with all the extensive training the department receives that maybe they are being trained to leave and go get a pay increase elsewhere. He also inquired about re-visiting the scope of the department. The Vice-Chair also expressed thoughts about the department being concerned about being underpaid while pointing out that 9 out of the top 10 highest paid employees in the City are in the Fire Department. The Vice-Chair also asked why the department has a different logo than the rest of the City.

Fire Chief Chabalowski stated the Maltese Cross is a patch that is part of history, and they have a lot of pride behind their patch. He stated that they are happy to add the City logo to their logo, but the department is not comfortable getting rid of their logo that they currently have. He stated that the department works in the thousands of hours per year and the calls have to be answered and they don't have a choice and a majority of it is mandatory.

Vice Chair Willich asked if there was less scope of work would there be less callbacks.

Fire Chief Chabalowski stated that they answer calls outside of City limits for EMS services and explained that there really is no other EMS service that can answer calls for the County.

Chair Nootz asked if inter-facility transfers are required and if those calls are required to be taken.

The City Manager stated no.

Chair Nootz stated that she met with someone from LHC who also stated it was voluntary. She stated that overtime has been part of the budget conversation every budget season since she has been on the Commission. She asked if overtime is mandatory and how it works for departments.

The City Manager stated that firefighters are assigned to a regular shift and overtime may or may not be required from time to time by employees. He stated that the Fire Department leadership does have authority to deny vacation requests or other leave requests. He stated that part of the overtime in the department is unique to the department by virtue of management decision making.

Chair Nootz stated she reviewed the consolidation study that was done, and asked for a reminder of how much that cost.

The City Manager stated that it cost approximately \$86,000.

Chair Nootz stated it was very informative and suggested the newer Commissioners should review it. She stated that about 80% of calls are for EMS, and EMS is not a required service of local fire and she wondered if EMS is run through the fire department in other cities.

The City Manager stated that we are unique here and that Bozeman Fire and Central Valley Fire do not run ambulance service. He clarified that ambulance service is not required for cities of our size or any cities in the state of Montana.

Chair Nootz stated that from the consolidation report the levy covers 50% of the money. She feels the inter facility transfer conversation is interesting since they are not mandatory. She shared concern about 9 out of 10 of the highest paid employees are in the Fire Department and stated there are other departments that work on call like Public Works that have to take the calls when a water line breaks, and she reminded everyone about the importance of those departments and shared that they are making less than those in the Fire Department. She stated she understands the pride of a logo. She stated they just spent all this time telling them how great Livingston is, and wondered why they won't use the City logo.

Fire Chief Chabalowski stated they would be happy to add it.

Chair Nootz stated they would be happy to have all department under one umbrella. She stated they are asking for so much and they don't use the City logo. She asked the Fire Chief why he didn't talk about the Consolidation Study this evening and wondered what seems like a path forward.

Fire Chief Chabalowski stated they would love to see the consolidation.

Chair Nootz asked what is one thing that would be a benefit from the consolidation study.

Fire Chief Chabalowski stated that the consolidation and being all under one roof, consolidation of staffing, and sharing assets that are already in place.

Chair Nootz agreed that consolidation of assets is a big win.

Commissioner Daniels clarified that this study is for consolidation with Park County Rural Fire.

Chair Nootz stated yes, and highlighted a few things that were reviewed in the study.

Fire Chief Chabalowski stated it would just be Fire that they are consolidating, but the department does support this and feels it would be good overall.

Chair Nootz asked if the consolidation would help with some of the challenges that the Fire Department brought up tonight.

Fire Chief Chabalowski stated yes, it would help in some of the ways.

Battalion Chief Gilbert stated the only thing not brought up is the legalities of merging departments like that.

Chair Nootz stated they have noticed that levies have not passed for many other things in recent years. She wondered if the department has thought about if the levy funding changes and what's the plan.

Fire Chief Chabalowski stated inter facility transfers do bring in revenue, but if the levy does not pass, they are looking at reduction of service to areas of the County, potential loss of ambulance

service and personnel. He reminded everyone that even if they reduce EMS service, they are bound by mutual aide contract to respond if other services call for mutual aide.

Chair Nootz recalled the list of contracts and agreements: CBA, Interfacility Transfers, Montana Mutual Aide, Mutual Aide with other departments within Park County, and Auto Aide with Park County Rural Fire, and DNRC. She feels they will need to have more conversations as a Commission about the merge and levies.

Fire Chief Chabalowski thanked the Commission for their time and expressed how proud he is of the department.

9. City Manager Comment

The City Manager thanked the Commission for their time this evening.

10. City Commission Comments

Commissioner O'Neill reiterated the City Manager's thanks.

Commissioner Wilcox expressed thanks for the reminder of the consolidation study for the Fire Department and stated it will be important for the Commission to review.

Commissioner Daniels stated that her and her family used the crossing with the rapid flashing beacons and felt very safe crossing the street.

Vice Chair Willich thanked everyone for a good meeting.

Chair Nootz reminded the Commissioners to sign up for outreach times.

11. Adjournment

9:05 pm Vice Chair Willich motioned to adjourn, seconded by Commissioner O'Neill. Unanimously approved.

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# PARKS DIVISION

## COMMISSION UPDATE

### MAY 19, 2026

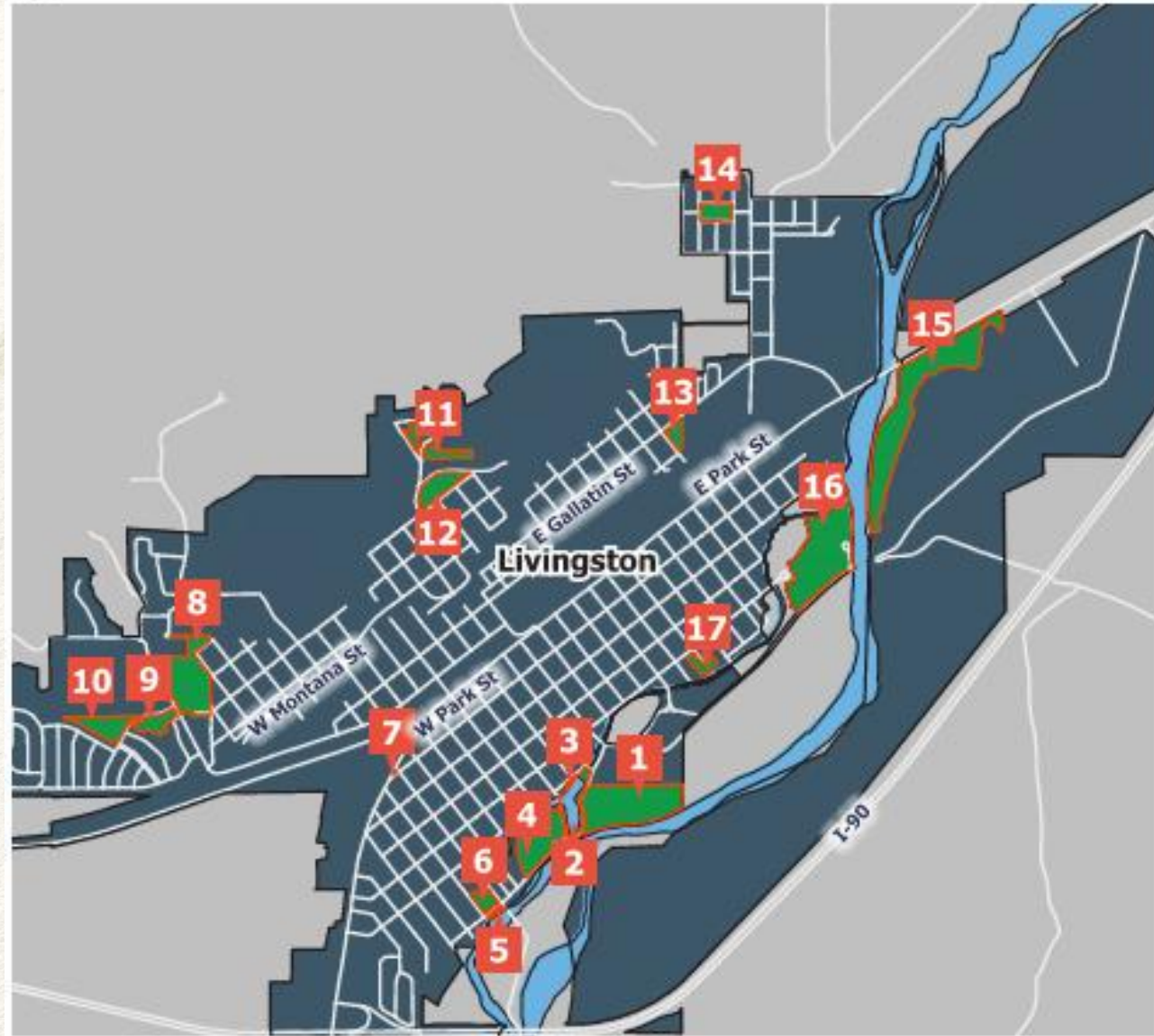
# PRESENTATION OVERVIEW

- Team
- Core Operations
  - 161 Acres Total to Maintain
    - Parks, Playgrounds & Facilities
    - Picnic Shelters
    - Cemetery
    - Irrigation
    - Pool and Splash Park
    - Special Events
    - Trails
    - Restrooms
    - Trash - Including Dog Waste
    - Trees
    - Facilities Maintenance
  - Special Projects
- Partnerships

# MEET THE TEAM



Figure 1.2: Master Plan Parks & Facilities Locations



- 1 Miles Park
- 2 Miles Park Lagoon
- 3 Firefighter Park
- 4 Sacajawea Park
- 5 Riverside Park
- 6 Water Plant Park
- 7 Bozeman Park
- 8 North Side Soccer Park
- 9 Mars Park
- 10 Jack Weimer Memorial Park
- 11 Highground Public Use
- 12 Reservoir Park - Not included in Existing Facility  
Analysis or Concept Plans
- 13 Katie Bonnel Park - Not included in Existing Facility  
Analysis or Concept Plans
- 14 Green Acres Park
- 15 Myer's View Park
- 16 Mayor's Landing Moja Dog Park
- 17 Mike Webb Park

18 Judson Park

## 1.1 Introduction

Livingston, Montana, is a community defined by its extraordinary natural setting, vibrant character, and strong connection to the outdoors. The City's parks, trails, open spaces, and recreation facilities are essential assets that enhance quality of life, promote health and wellness, support economic vitality, and protect environmental resources. As the community grows and evolves, ensuring that these public spaces continue to meet the needs of residents and visitors is both a challenge and an opportunity.

The Parks System Master Plan (PSMP) provides a comprehensive framework to guide the future of Livingston's park system. Developed through a combination of existing conditions analysis and meaningful community engagement, the plan identifies current strengths and deficiencies, anticipates future needs, and establishes clear goals and strategies to address them. Rooted in community values and best practices, the plan balances vision with practicality—outlining priorities for investment, facility improvements, and program development that are both achievable and forward-looking.

This plan serves multiple functions: it establishes a clear vision for the park system, outlines measurable goals and objectives, and provides an implementation strategy that prioritizes investments, policy updates, and partnerships. It is intended to be both aspirational and practical—offering a roadmap for the next 10–15 years that aligns recreation planning with the City's broader land use, infrastructure, and community development goals.

## 1.2 Master Plan Goals

During the initial Kick-Off Meeting, a project team comprised of City staff members and the consultant team identified several goals for the project. These goals were intended to guide the development of a successful PSMP for the City of Livingston to move forward with.

Goals identified by the project team include:

1. Prioritized capital improvement list that can be implemented.
2. Improve connectivity within Park System.
3. Equal opportunities and amenities throughout parks with good distribution throughout community.
4. Improve communication between City staff and recreation partners.
5. Determine if any City Owned property should be utilized for Parks.
6. Determine best use for existing swimming pool space once it is no longer in use.
7. Envision the space between Sacajawea and Miles Parks and what that could be.

# PLAYGROUNDS



3 Kids Play Structures

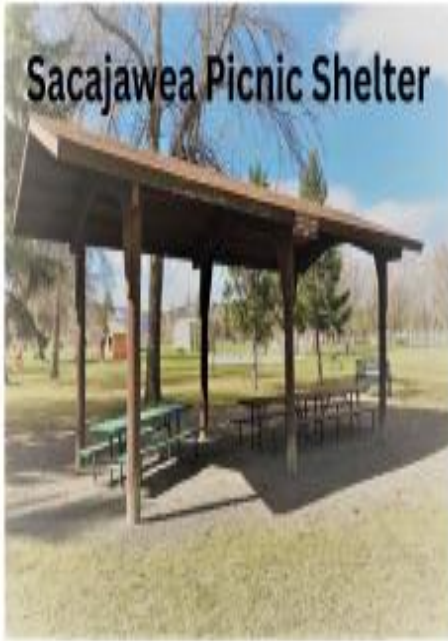
13 Independent Play Equipment

6 Swing sets

# PICNIC SHELTERS



**Sacajawea Gazebo**



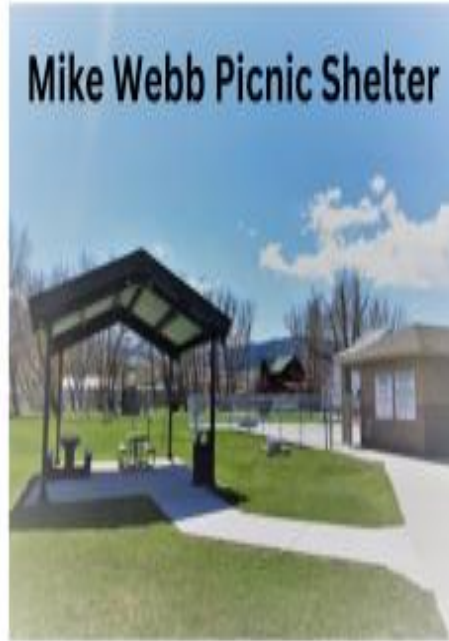
**Sacajawea Picnic Shelter**



**Sacajawea John's Pavilion**

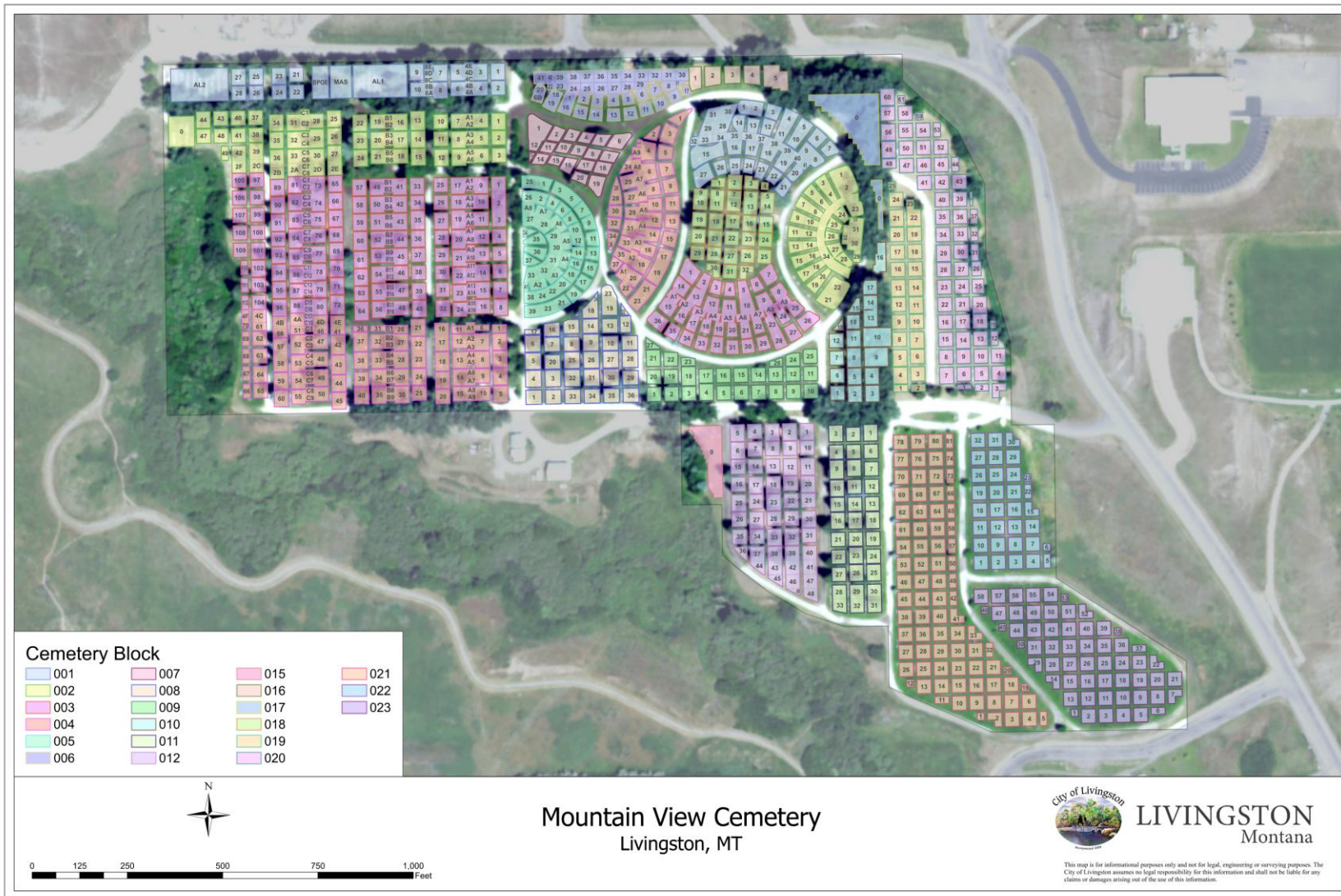


**Green Acres Picnic Shelter**

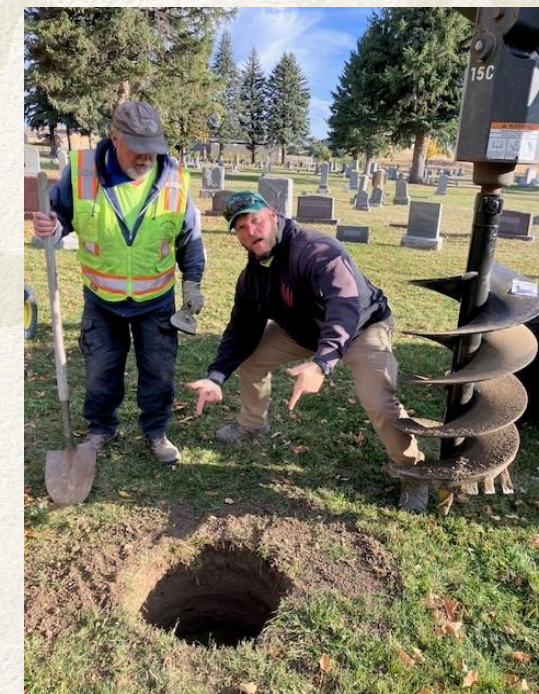


**Mike Webb Picnic Shelter**

# Livingston Mountain View Cemetery



- 22 Acres
- 10,000+ Buried
- Many use the Cemetery for walking and bird watching.



*Livingston, Montana*

# Irrigation



- Sacajawea Park and Green Acres are the only parks with irrigation wells.

- Natural Parks ( No Irrigation)

- Myer's River Park

- Highground

- Reservoir Park

- Moja Dag Park

- Riverside Park

- Firefighter Park



# Pool and Splash Park



105 Ft. by 50 Ft. pool  
210,000 Gallons of water

- Splash Pad has over a dozen spray features with the ability to add more as funding provides.

- Maintained by 4 CPO's



# Special Events





# Restrooms, Trash, and Dog Waste



- 13 Vault Toilets
- 38 Trash Receptacles
- 23 Dog Waste Stations
- 3 Men's and 3 Women's Restroom Facilities

# Special Projects



*Livingston, Montana*

With the help of Sun Mountain Lumber Inc. We were able to relocate a Vault Toilet from Katie Bonnell Park to Green Acres Park.



*Livingston, Montana*

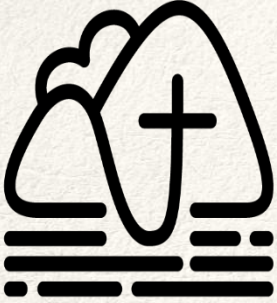
# Trees



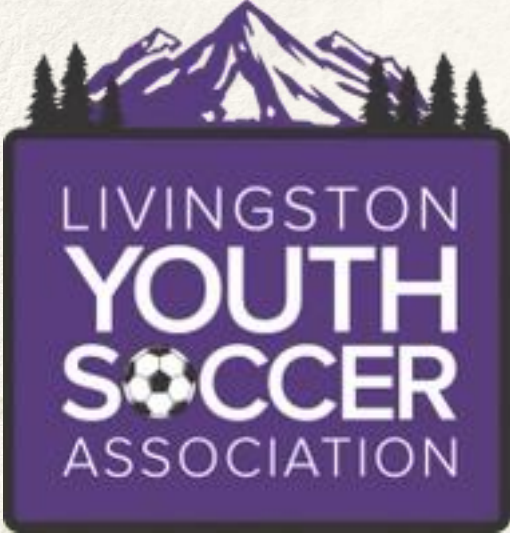
# Facilities Maintenance



# Partnerships



# Expedition Church



- Livingston Public Schools
- Livingston Baseball & Softball Association
- Western Sustainability Exchange
- Farm to School Park County an Livingston Food Resource Center
- Skyhawks Youth Sports Camps

# Parks Master Plan 2025 – Parks and Facilities Assessment

## Inventory Summary

- Variety of neighborhood/community parks throughout the area.
- Many parks need amenity upgrades and improvements.
- Some facilities within the floodway could be repurposed to naturalized areas to reduce maintenance.

## Conclusion

The City of Livingston existing park facilities are generally in need of upgrades, but do provide adequate amenities to serve the neighborhood or larger community as intended. The park system exceeds NRPA guidelines on acres per 1,000 residents at 18.1 acres. The overall distribution pattern of the parks and facilities indicates Livingston is well covered along the river, but needs additional facilities for the central neighborhood north of the railroad tracks, which does not lie within any park service area. Livingston should consider adding neighborhood parks and trails in these areas of the city. If you combine the service area summary with the residents' input on the overall quality and maintenance of the park sites, it is evident that the City of Livingston offers facilities and services that generally meet the residents' expectations; however, amenity upgrades are needed for many facilities.

# • OPERATIONAL PRIORITIES – 2026 / 2027 OUTLOOK

- Park and trail maintenance
- Irrigation system maintenance and water management
- Turf and landscape maintenance
- Tree care and pruning
- Playground inspection and safety compliance
- Restroom and facility cleaning
- Trash collection and park sanitation
- Weed control and vegetation management
- Seasonal planting and beautification projects
- Athletic field preparation and maintenance
- Snow removal and winter park operations
- Equipment maintenance and fleet upkeep
- Capital improvement planning and project management
- ADA accessibility improvements
- Shelter and facility rental coordination
- Public safety and risk management
- Dog park maintenance and enforcement support
- Cemetery grounds maintenance
- Volunteer and community partnership coordination
- Event support and park reservation management
- Budget management and cost control
- Grant writing and funding coordination
- Staff training and safety programs
- Long range parks and recreation planning
- Urban forestry management
- Public communication and resident service requests
- Vandalism repair and graffiti removal
- Fence, signage, and infrastructure repairs
- Riverfront, open space, or natural area management
- Sustainability and water conservation initiatives

**LIVINGSTON**  
**MONTANA**

# THANK YOU!

## ANY QUESTIONS?

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



# SOLID WASTE DIVISION

# COMMISSION UPDATE

# MAY 19, 2026

# PRESENTATION OVERVIEW

- Team
- Core Operations
  - Transfer Station
  - Pick-Up – Residential & Commercial
    - Roll-off Services
    - Green Bins
  - Self Hauling
  - Recycling
  - Spring Clean-up
  - Annual Burn
  - Composting Pilot Project

# MEET THE TEAM



# ANNUAL COLLECTION

## Accounts:

Residential - 3,482

Commercial - 360

May 2025 to May 2026

Residential & Commercial - 5,500 tons

Over the scale total to landfill - 14,200 tons

1,350 Green Cans - 300 tons

18 Roll-offs

# OPERATIONS



# TRANSFER STATION



# TRANSFER STATION



# OPERATIONS

## Self Hauling



# SELF HAULING

| MONTH   | TONAGE    | TOTAL        |
|---------|-----------|--------------|
| 2025.9  | 1129      | \$30,482.00  |
| 2025.1  | 1312.11   | \$35,426.00  |
| 2025.11 | 1053.05   | \$27,925.00  |
| 2025.12 | 1034.95   | \$27,945.00  |
| 2026.1  | 896.67    | \$24,211.00  |
| 2026.2  | 3508.34   | \$26,293.00  |
| 2026.3  | 923.16    | \$24,932.00  |
| 2026.4  | 1045.85   | \$28,240.00  |
|         |           |              |
| TOTAL   | 10,903.13 | \$225,454.00 |

**Self Hauling - \$45 / ton**

**Republic Services - \$75 / ton**

# RECYCLING



# RECYCLING



**Glass Recycling – 264 tons per year**

# ANNUAL GREEN WASTE BURNS

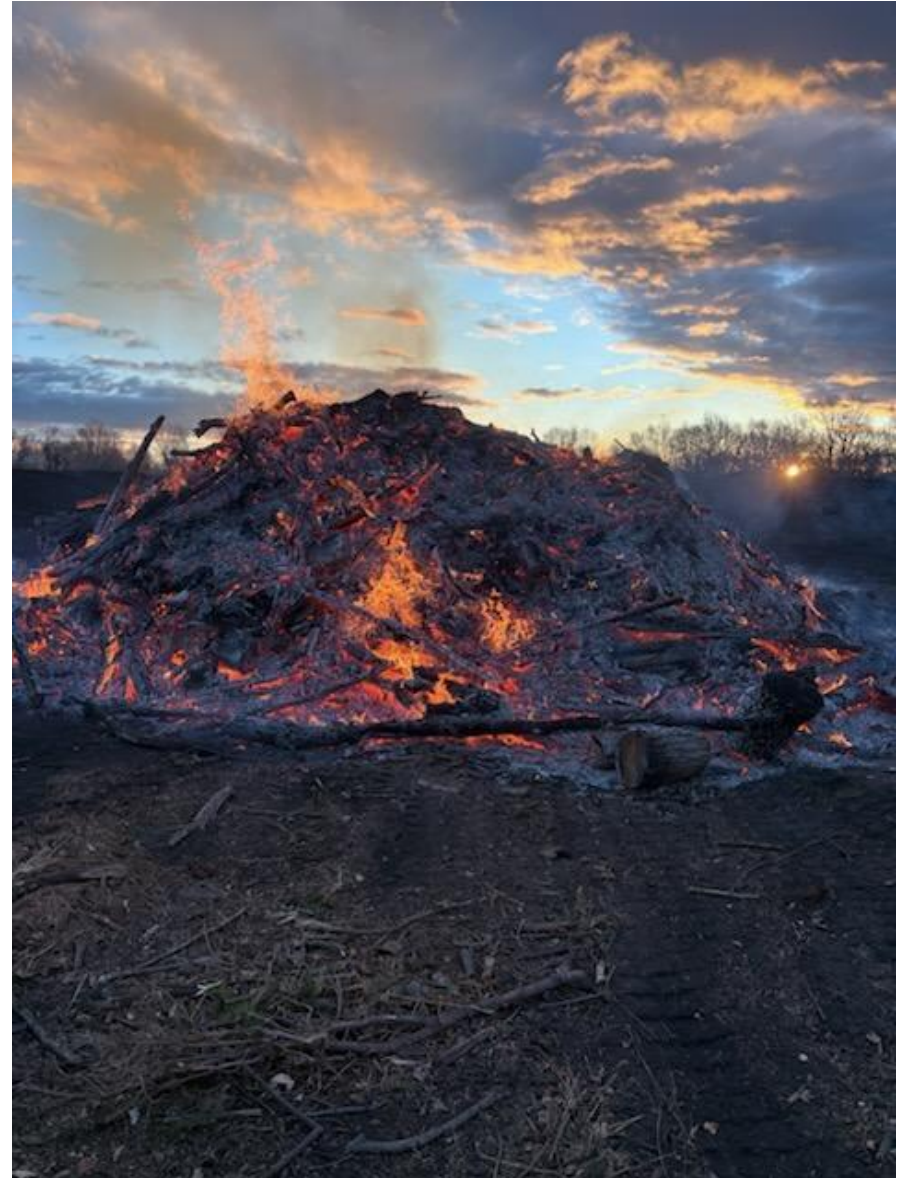
Approximately 10,000 CY Annually Diverted from the Landfill



*Livingston, Montana*

# ANNUAL GREEN WASTE BURNS

2026 - 4 Day, 24 Hour Operation



*Livingston, Montana*



# WOOD CHIPPING



*Livingston, Montana*

# COMPOSTING PILOT PROJECT



*Livingston, Montana*

# COMPOSTING PILOT PROJECT



*Livingston, Montana*

# SPRING CLEAN-UP 2026

**25,000 Pounds - Garbage**

**50 Cubic Yards - Green Waste**

# CHALLENGES



- **OPERATIONAL PRIORITIES – ‘26/’27 OUTLOOK**

- Maintain high level of service with existing staffing and new seasonal hire
- 6 Days a week
- Facilities Plan
- Continue to improve preventative maintenance & documentation on equipment
- Food waste composting operation
- Additional essential equipment purchases (self hauling)

# THANK YOU!

## ANY QUESTIONS?

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

# Livingston Fire & Rescue

Department Operations, Strategic Initiatives and Challenges

Presented by:

Fire Chief Josh Chabalowski

Battalion Chief Jonathan Gilbert



# Department Overview

- Livingston Fire & Rescue is an “All Hazard” fire department; provides fire suppression, EMS, rescue operations, and community risk reduction services to Livingston and Park County
- Serves a growing community with significant seasonal tourism demand
- Provides Fire Inspections for businesses within City limits
- Sole provider of Advanced Life Support-Emergency Medical Services (EMS) for all of Park County
- Plays a critical role in Search and Rescue (SAR) responses throughout Park County-Partnered with PCSO/PCSAR &PCRPF



# Livingston Fire & Rescue: Progress Timeline

Pre-1990: Two firefighters on duty • No EMS

1990's: Three firefighters • EMS introduced

2003: In-house paramedic program launched

2004: ALS service implemented

2005: Inter-facility transfers established with critical care paramedics

2008: Full time ALS Paramedic service implemented

2015–2017: Advanced cardiac & increased critical care paramedic staffing

2020–2021: Reserve firefighter program expanded to include shift work with duty crews

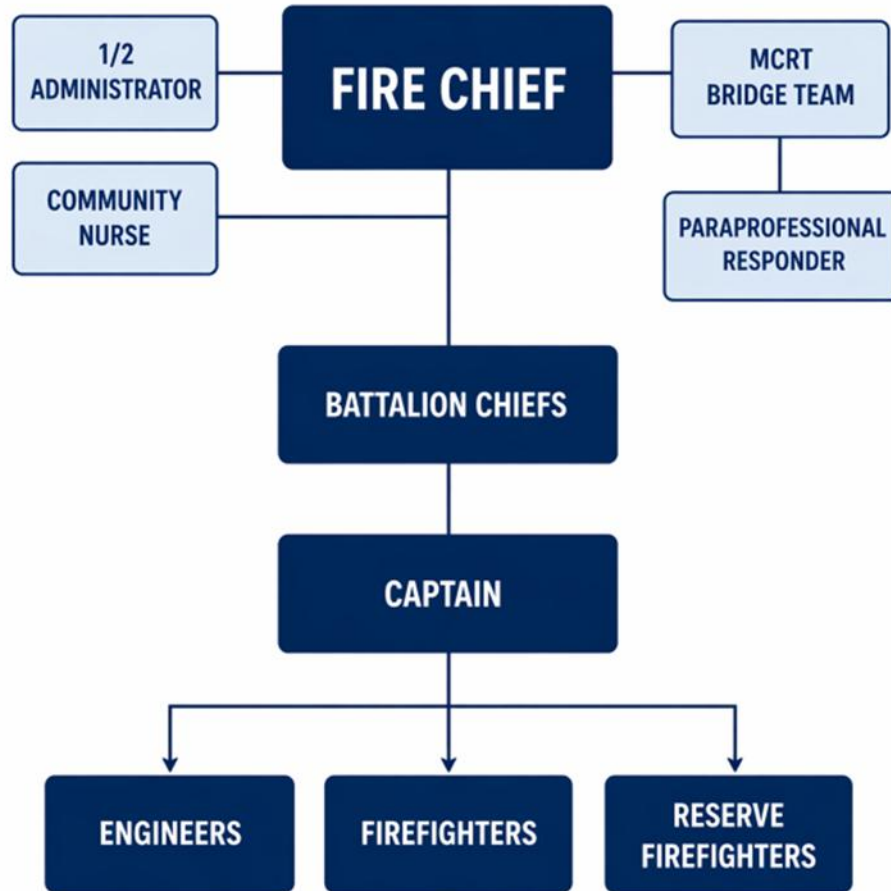
2022: Battalion Chiefs provide 24 hour Chief Officer staffing • Reserve shift expansion

2023–2025: 4th full-time firefighter added to each shift • Admin Assistant



# LIVINGSTON FIRE & RESCUE

## DEPARTMENT HIERARCHY



# Community Paramedic

- Bridges gaps in care by providing proactive, non-emergency medical services to high-risk and underserved residents
- Reduces 911 call volume and hospital transports through follow-ups, wellness checks, and chronic disease, vaccines and advanced wound care support
- Supports rural and county residents who face limited access to primary care and transportation
- Improves patient outcomes by addressing issues early, before they escalate into emergency calls
- Strengthens partnerships with hospitals, primary care providers, public health, and social service agencies
- Keeps emergency units available for true emergencies by diverting non-urgent needs from the 911 system
- Maximizes taxpayer value by using existing EMS expertise to deliver targeted, cost-effective community care

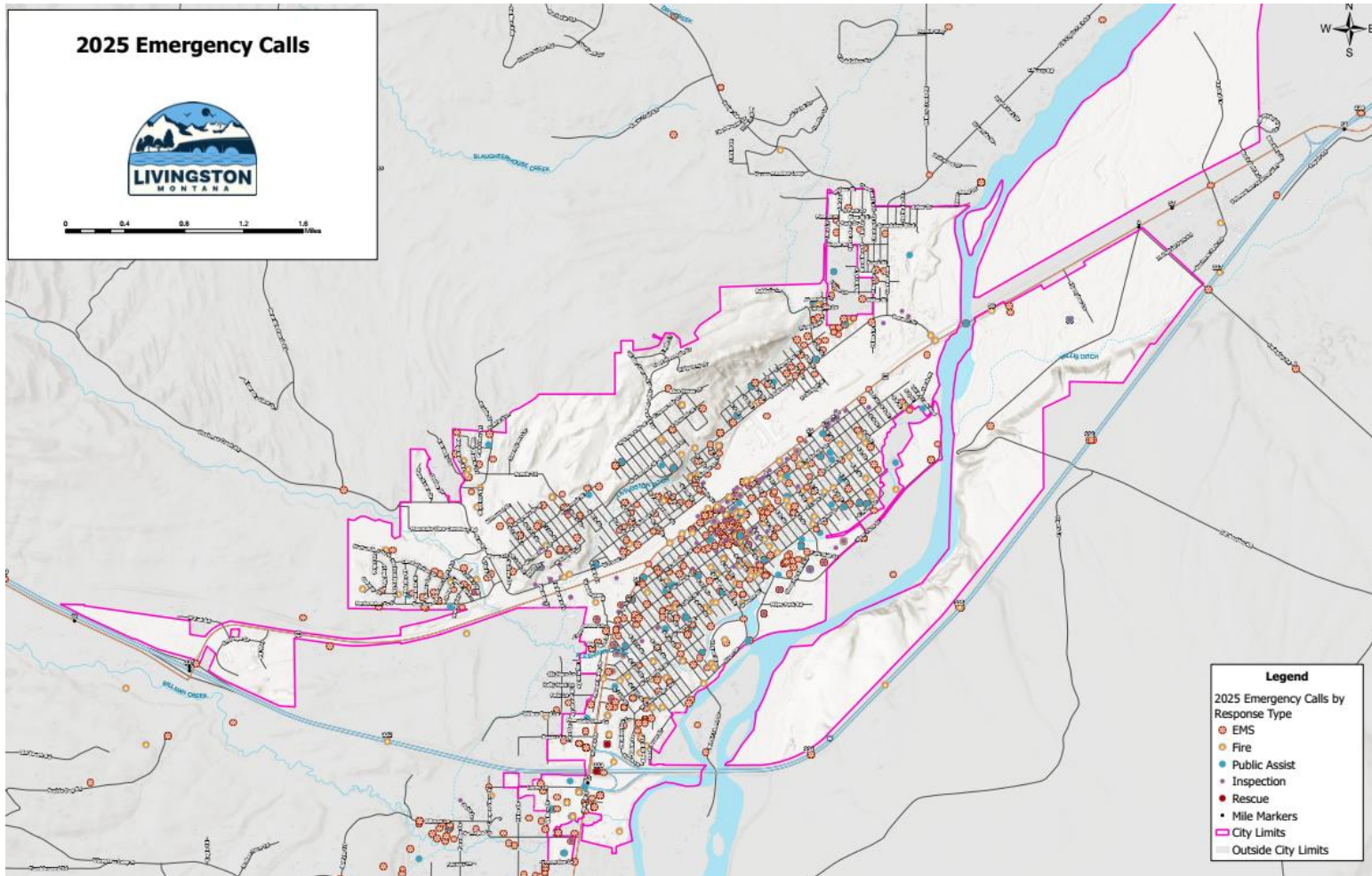


# Mobile Crisis Response Team

- Operates in direct partnership with Livingston Police Department, Park County Sheriff's Office, and Livingston Fire & Rescue
- Pairs public safety with clinical expertise, ensuring appropriate, non-criminal crisis response
- Reduces unnecessary law enforcement involvement and emergency department utilization
- Provides rapid, on-scene response to behavioral health and mental health crises
- Improves safety for individuals, responders, and the public through de-escalation and stabilization
- Connects individuals to appropriate services including mental health care, substance use support, and community resources
- Strengthens coordinated response across agencies, improving outcomes and system efficiency countywide
- The BRIDGE Team model is now being recognized statewide



# 2025 City Emergency Response Locations

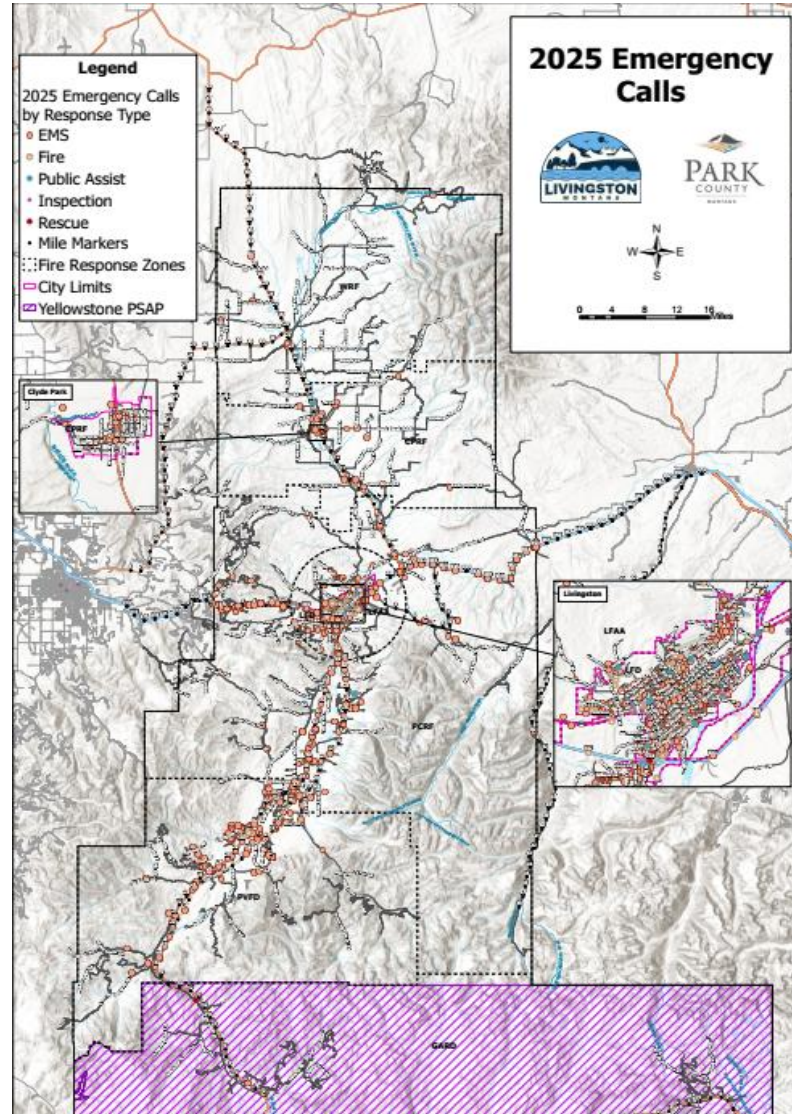


|                  |      |
|------------------|------|
| EMS              | 1049 |
| Fire             | 270  |
| Transfer         | 193  |
| In Town Transfer | 29   |

|                  |     |
|------------------|-----|
| Public Assist    | 133 |
| Event Standby    | 8   |
| Rescue           | 3   |
| Inspection       | 142 |
| Public Education | 9   |



# Area Served and 2025 Emergency Response Location



|          |     |               |    |
|----------|-----|---------------|----|
| EMS      | 574 | Public Assist | 16 |
| Fire     | 23  | Event Standby | 19 |
| Transfer | 9   | Rescue        | 22 |

**2025 Total Calls:  
2499**



# Professional Certifications & Specialized Training

## Fire Suppression & Leadership

- Firefighter I & II
- Fire Officer I, II
- Fire Instructor I, II, & III IFSAC/Pro-Board
- Fire Inspector I & II
- Plans Examiner I & II
- Fire Inspector I & II IFSAC/Pro-Board
- Fire Investigator IFSAC/ Pro-board
- Engine/Pump/Aerial Operations/Tactics I/II

## Rescue & Technical Operations

- High-Angle Rope Rescue Tech
- Advanced Rope Rescue Tech
- Swiftwater Rescue Technician
- Ice Rescue Technician
- Wildland Firefighting
- Aircraft Rescue Firefighting (ARFF)
- HAZMAT Technician
- Confined Space Technician

## Emergency Medical Services

- EMT & Paramedic
- Advanced Cardiovascular Life Support (ACLS)
- Pediatric Advanced Life Support (PALS)
- Neonatal Resuscitation Program (NRP)
- Critical Care Paramedicine
- EMS Instructor Level A & B
- AHA-ACLS/PALS/BLS Instructor
- PHTLS/ITLS Instructor
- TCCC/TECC Combat Medicine Instructor

## Specialty & Support Functions

- Child Passenger Safety Technician (CPST)
- Emergency Vehicle Maintenance (EVT)
- Crime Scene Processing & Photography IAAI
- Advanced Explosives Investigation IAAI-ATF
- HAZMAT Inspector
- Evidence & Fire Investigator Technician IAAI
- Aviation/HOIST Rescue
- Critical Incident Stress Mgmt. (CISM)



# Training Commitment and Partnerships

- Training is a mandatory component of every shift, performed daily as part of assigned duty time
- Impacts on operations and team coordination
- Reinforced by additional scenario-based training throughout the year.
- Actively partner with local departments and state organizations
- Continually evolving knowledge base and strong interagency coordination
- Enhances both the capability of our personnel and the effectiveness of emergency response across the region
- Focus on high-risk, low-frequency incidents to maintain readiness



# Training Facility and On-site Scenarios

- Dedicated training yard and facility located behind the City transfer station
- Provides space for live fire and suppression evolutions (first time in 8 yrs\*)
- Vehicle extrication and stabilization training
- Apparatus operations and driver training
- Wildland Fire preparedness
- Swiftwater and Rope Rescue technical training performed in Yellowstone River, forest and trail scenarios and cliff/ rock face areas
- Supports hands-on, scenario-based training in a controlled environment
- **Currently no classroom facility, no static training rooms, no (\*required\*) decon/cleanup washroom facilities and NO BATHROOMS**
- Expanding these facilities could result in becoming a regional training facility and positive revenue stream for LFR/COL
  - No water supply for fire evolutions (no hydrants)
  - Interfering with Public Works' daily operations



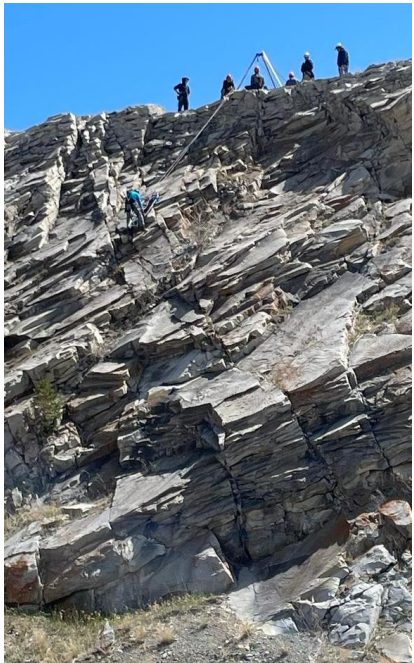
# HAZMAT Training with MT National Guard CBRNE Team May 2025

A full-scale clandestine lab scenario at our training facility focused on containment, extraction and treatment of injured or contaminated individuals, and decontamination operations. This hands-on training strengthened our readiness to respond to complex, high-risk hazardous incidents.



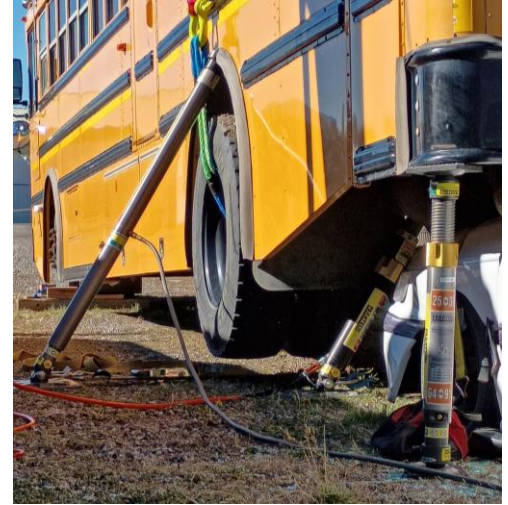
# High Angle Rope Rescue Training May 2025

Rope rescue training prepares personnel to safely and effectively perform in high-angle and rugged terrain, strengthening critical skills in access, stabilization, and patient extrication.



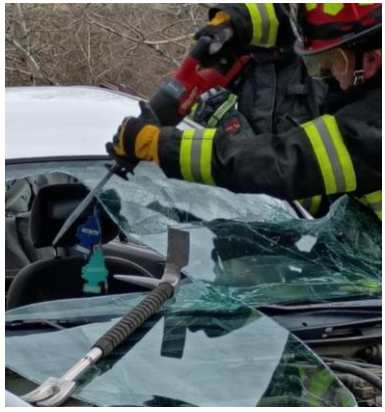
# Stabilization Training October 2025

Paratech Equipment 2 day training for all staff and other local agencies to use our new stabilization and extrication equipment on a real life school bus vs. vehicle situation. Whistler towing was also on site with their crane for a full beginning to end scenario training utilizing all local resources.



# Extrication and Stabilization Training April 2026

Crews focused on extrication and stabilization during front-impact crash scenarios, working through incidents involving trapped patients. Training emphasized vehicle stabilization and coordinated patient removal using tools such as the Jaws of Life, Halligan tools and saws.



# Community Outreach and Education

Livingston Fire & Rescue is actively involved in community events and education:

- Annual Easter Egg Hunt
- Trout Fishing Derby
- Christmas Stroll
- Fire extinguisher training and public education
- School programs, LINKS afterschool program, and station tours
- Sister City program involvement

These efforts strengthen community relationships and promote public safety awareness.



# Apparatus and Gear

Our apparatus fleet is built to handle a full spectrum of emergencies, from structure fires and medical calls to technical rescues and off-road incidents, ensuring reliable and effective response throughout Livingston and Park County.

- Ladder Truck 75' style QUINT (26 years old)
- Engines (2\*) 1-Class A, 1-Reserve (26 years old)
- Ambulances (5\*) 2- Type 1, 2-Type 2, 1-Reserve
- Command Vehicles (2)
- Off-Road Brush Truck (DNRC)
- Light Duty Type 6 Rescue Truck
- New PFAS (Free/Reduced) Bunker Gear
- New PFAS Free Wildland Gear
- New compliment of High Angle and Swift Water/Ice rescue gear
- SCBA Mask Fit Test equipment (compliance with NIOSH/OSHA)
- Para-Tech Rescue Struts and Air bags-heavy rescue



# Patient Transfers

- In 2025 we completed 248 interfacility transfers — that’s one transfer every day and a half
- The types of transfers: *critical care, basic life support, Flight Team and advanced life support*
- Transfers generate from several locations including patients homes, Livingston Health Care, Retirement homes, Bozeman Deaconess and Billings for specialized or more advanced care
- Staffed with off duty personnel coming from home



# STEMI Response

- **STEMI (ST-Elevation Myocardial Infarction):** Identified as an acute “heart attack”, requiring immediate advanced cardiac response
- Three on duty staff are deployed immediately for critical care transport
- Identified patients are transported straight to Bozeman Deaconess Cath Lab

## Statistics

- Prehospital cardiac arrest save %
  - National Average <11%
  - Livingston/Park County <2023 10% save average
- \*\*Serious changes to the treatment protocols, added medications, upgraded the cardiac monitors to new ZOLL X-Series and response model changes
  - Our current arrest save % is roughly 45%



# Fire Inspection and Investigation

- We currently do not have a dedicated Fire Inspector Position
- Inspections are performed in the City to identify fire code violations and reducing preventable fire risk in businesses, high hazard storage and manufacturing, high occupancy residential structures, endangered residential (nursing homes/elderly care), schools, food trucks, churches, and community buildings
- Livingston's Fire Investigations are performed exclusively by Chief Chabalowski, which requires Montana POST-LAW ENFORCEMENT arrest powers, credentialling and years of extensive training
- Fire Marshal position fills a crucial role in fire prevention and enforcement, requiring Fire Inspector 1 & 2 plus Plans Examiner 1 & 2 certification/credentialling and licensure IFSAC/Pro-Board

## Statistics\* Implemented fire code compliance (IFC) in late 2022-early 2023

2022- 5.5 MIL in property losses COL

2023- 2.3 MIL in losses COL

2024- 310,210 in losses COL

2025- 710,950 in losses COL



# 2026 Improvements & Innovations

- Command and accountability modernized, ensuring daily command presence and standardized incident management through expanding ICS, command boards and passport accountability system
- Firefighter health and safety significantly improved, reducing PFAS exposure with current and future gear replacement, cancer-reduction practices, and expanded medical/health screenings
- Operations and equipment modernized, replacing outdated apparatus, PPE, and suppression tools with current industry standards
- Inspection and compliance capacity increased, implementing Company Officer inspection certification and IFSAC Fire Inspector series'
- Department certification elevated, meeting and exceeding industry standards, professional standards implemented-establishing Livingston Fire & Rescue as a progressive all hazard fire/rescue/EMS agency
- Maintaining an ISO rating of 3 (1-10 scale Insurance Service Office\*\*)
- Pre-Hospital Blood program – coming late 2026-only ground EMS in MT



# 2026 Station Remodeling

- Expanded lodging/sleeping quarters for staff
- Addition of a second restroom, specifically a dedicated women's restroom
- Upgraded sprinkler system to meet fire code
- Improved functionality and interior layout

Needs\* Average fire station is 15,000-25,000 sq ft. LFR is 6,400 sq ft

- BAY SPACE- we are out of bay space and cannot fit our apparatus
- Still in need of more bedrooms/bunkrooms
- Still in need of a kitchen remodel (outdated and underpowered/non-commercial grade appliances for residential use only)
- Still in need of more locker space and lockers as well as at least one more bathroom (2 bathrooms for 6-10 people who need daily decon showers w/in 1 hr of the fire or decon from blood/HAZMAT contaminants is not practical)



# Capital Improvement Projects 2026–2027

- Facility upgrades for operational efficiency
  - Equipment and apparatus preventative maintenance planning
  - Long-term infrastructure investment to meet growth and demand
  - Create a better training facility and storage for training and apparatus
  - Build on our specialized rescue training and equipment inventory
  - Add an emergency services aerial drone for operational efficiency
  - Expand our PFAS Turnout gear inventory for a ‘second set’ for every employee
  - Add more live fire training model buildings to our training grounds
  - Add ZOLL monitors to our fire apparatus so every vehicle is EMS capable
  - Replace an aging Type 1 medic unit with a brand new ambulance-aging out (7 years/100,000mi)
  - Ladder Truck is almost 27 years old & Engine 1 is nearing 10 years old (2017)
- \*\*NFPA CRP highly recommends capital fire apparatus replacement of Front line apparatus every 10 years –exchange with training rigs at 15 years



# Staffing Challenges

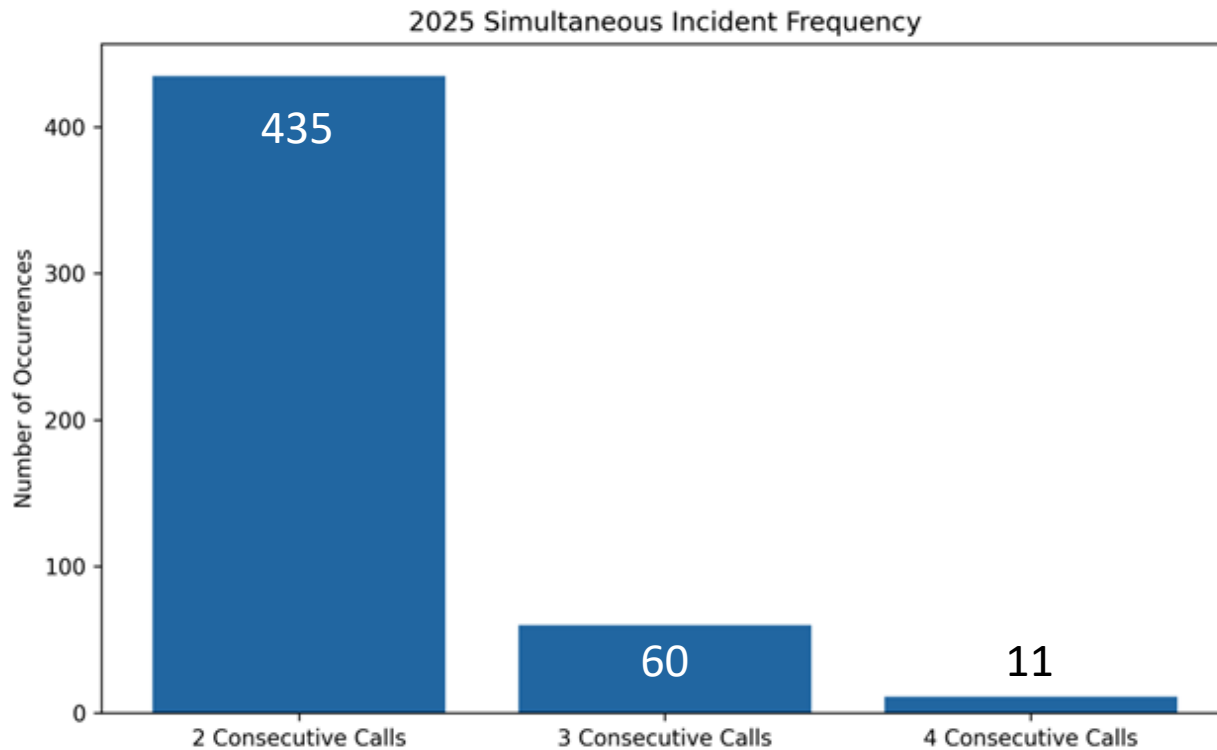
## Staffing Concerns:

- Nationally recommended staffing levels are 7.5 to 10.5 career firefighter per 1,000 residents (NFPA 1710)
- 4 per Engine, 4 per Ladder & 2 per Medic
- Non-competitive wages and staff retention repercussions-One of the lowest paid department in MONTANA
  - Resulted in 70% loss of total department turnover in the past 5 years
  - Work load per firefighter
- **No dedicated** fire engine crew during concurrent EMS calls \*\*\*
- **No dedicated** Fire Inspector or Fire Marshal resulting in roughly 50% of inspection compliance
- Reserve program limitations-5<sup>th</sup> FF leaves at 8pm leaving only 4 crew members + BC
- Call-back program shortfalls- limited participation, -no incentives (outdated model)
- Last few years of large fire callbacks yielded average of only 3 people per incident
- Large wind driven fire or railroad related HAZMAT incident containment -containment to room or structure of origin is our goal-but **containment to the block** of origin is the most likely outcome



# Simultaneous Calls

- When emergency calls overlap, response times can be delayed because crews are already assigned to active incidents
- In 2025, there were 226 **days** with at least two concurrent calls.
- 506 times, in 226 days we had periods of short staffing, this can result in the station being temporarily unstaffed and unable to respond to additional emergency calls



Source – Livingston Fire & Rescue annual calls dropped spreadsheet 2025



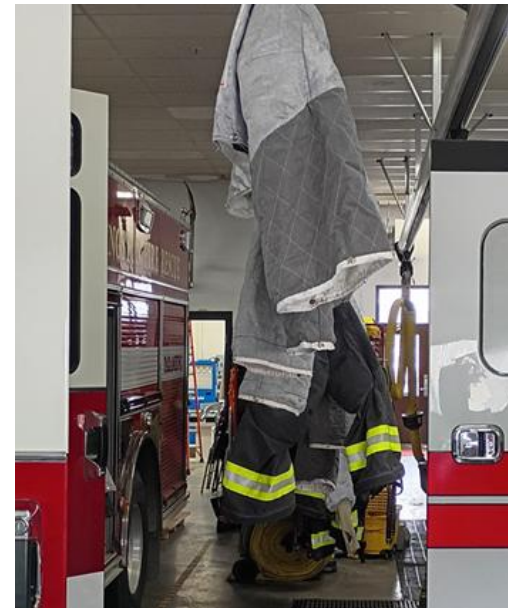
# Station Challenges

## Facility Constraints:

- Cramped and inadequate living space for on duty staff, even with 2026 re-model
- Station undersized for current apparatus (10 pieces of apparatus and 2 trailers-only 7 fit in station)
- Increased risk of apparatus damage-backing and shuffling constantly

## Aging Equipment:

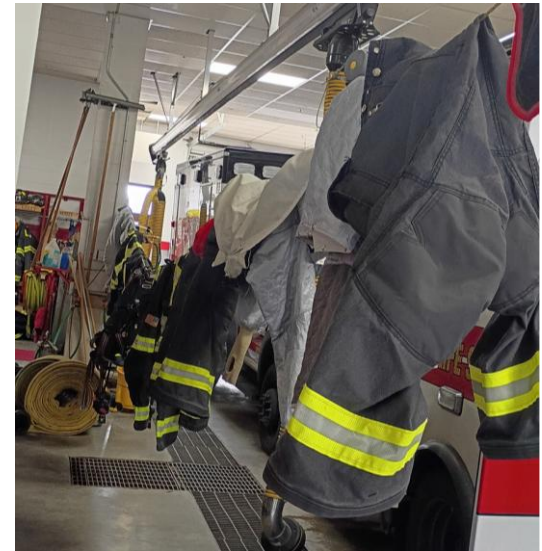
- Increased maintenance and reliability concerns for ambulances, ladder truck, etc. increased maint.
- Older bunker gear and safety equipment pose serious risk to staff, expired and contain PFAS chem



# Safety Challenges

## Equipment Safety and Location:

- Bunker gear should be kept in a separate area for contamination reasons, currently in the apparatus room-against NFPA guidelines-should be in a **\*separate, negative pressure** decon room
- Bunker gear line drying-
- Unable to properly clean gear for safety, relying on 10+ expired PFAS (Per-and Poly-fluoroalkylsubstances) laden gear for backup



# Operational Gap Challenges

## Growth Pressures:

- Population growth and seasonal tourism increase in service demand >30-40% May-Sept
- Estimated growth of >2,000 residents within 3 years COL (Projected population growth based on 1,026 housing units built between 2026–2030, using the national average of 2.54 people per household and standard occupancy assumptions).
- 911 call volume continues to rise with complex medical calls being the largest and fastest-growing category
- Specialized and technical rescue has moved to the forefront of our operational need as no other department possess the capability to run these types of calls with the certifications/training and equipment requirements (PCSO/PCSAR & PCRFD have various fractional components of these)

## Northside Response Limitations:

- Rail traffic delays emergency response- brain death occurs at 4-6 mins during cardiac/respiratory arrest & structure fires double in size every minute in today's modern construction versus legacy fires of old.
- No dedicated units or station on north side\* 20-30 daily trains through the city with only 3 crossings
- Only 1 in the underpass which may be blocked/flooded/congested.



Source: City of Livingston Planning Office — housing unit growth projections



# Looking Ahead

- Additional staff with competitive wages\*
- Dedicated Fire Inspector(s)
- Fire Marshal/Assistant Chief
- Dedicated Training Officer
- Continued & increased training
- New training facility with water and bathroom facilities
- New Ambulances
- Additional station
- Levy proposal on ballot November 2026

Levy Proposal to be presented next commission meeting on June 2, 2026.



Committed to protecting Livingston with professionalism, readiness, and pride.



**File Attachments for Item:**

**B. APPROVAL OF CLAIMS PAID 5/14/26 - 5/27/26**

| Vendor                                | Vendor Name               | Invoice Number | Description           | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|---------------------------------------|---------------------------|----------------|-----------------------|--------------|--------------------|-------------|------------|
| <b>A&amp;E + SMA DESIGN</b>           |                           |                |                       |              |                    |             |            |
| 10008                                 | A&E + SMA DESIGN          | 24-043-01      | CONSULTANTS           | 04/15/2026   | 29,492.86          | 29,492.86   | 05/15/2026 |
| Total A&E + SMA DESIGN:               |                           |                |                       |              | 29,492.86          | 29,492.86   |            |
| <b>ALPINE ELECTRONICS RADIO SHACK</b> |                           |                |                       |              |                    |             |            |
| 402                                   | ALPINE ELECTRONICS RADIO  | 10329979       | INK                   | 05/05/2026   | 46.95              | 46.95       | 05/15/2026 |
| Total ALPINE ELECTRONICS RADIO SHACK: |                           |                |                       |              | 46.95              | 46.95       |            |
| <b>AMERICAN AUTOMOTIVE</b>            |                           |                |                       |              |                    |             |            |
| 3378                                  | AMERICAN AUTOMOTIVE       | 9650           | VEHICLE MAINTENANCE   | 05/08/2026   | 687.52             | 687.52      | 05/15/2026 |
| Total AMERICAN AUTOMOTIVE:            |                           |                |                       |              | 687.52             | 687.52      |            |
| <b>BALCO UNIFORM COMPANY, INC.</b>    |                           |                |                       |              |                    |             |            |
| 3371                                  | BALCO UNIFORM COMPANY, IN | 87589-2        | BUCKLEY               | 05/11/2026   | 255.71             | 255.71      | 05/15/2026 |
| Total BALCO UNIFORM COMPANY, INC.:    |                           |                |                       |              | 255.71             | 255.71      |            |
| <b>BILLINGS CLINIC</b>                |                           |                |                       |              |                    |             |            |
| 10008                                 | BILLINGS CLINIC           | 26415          | TRAINING - BLS        | 04/13/2026   | 6.00               | 6.00        | 05/15/2026 |
| 10008                                 | BILLINGS CLINIC           | 26419          | TRAINING - BLS        | 04/13/2026   | 31.00              | 31.00       | 05/15/2026 |
| Total BILLINGS CLINIC:                |                           |                |                       |              | 37.00              | 37.00       |            |
| <b>BNSF RAILWAY COMPANY</b>           |                           |                |                       |              |                    |             |            |
| 10006                                 | BNSF RAILWAY COMPANY      | 26W-2979       | PERMIT PROCESSING FEE | 05/05/2026   | 2,000.00           | 2,000.00    | 05/12/2026 |
| Total BNSF RAILWAY COMPANY:           |                           |                |                       |              | 2,000.00           | 2,000.00    |            |
| <b>BOUND TREE MEDICAL, LLC</b>        |                           |                |                       |              |                    |             |            |
| 2662                                  | BOUND TREE MEDICAL, LLC   | 86186875       | Patient Supplies      | 04/28/2026   | 291.22             | 291.22      | 05/15/2026 |
| 2662                                  | BOUND TREE MEDICAL, LLC   | 86195720       | Patient Supplies      | 05/05/2026   | 873.01             | 873.01      | 05/15/2026 |
| 2662                                  | BOUND TREE MEDICAL, LLC   | 86195721       | Patient Supplies      | 05/05/2026   | 154.50             | 154.50      | 05/15/2026 |
| Total BOUND TREE MEDICAL, LLC:        |                           |                |                       |              | 1,318.73           | 1,318.73    |            |
| <b>BRIDGER GARAGE DOOR CO., INC.</b>  |                           |                |                       |              |                    |             |            |
| 10003                                 | BRIDGER GARAGE DOOR CO.,  | 37444          | DOOR REPAIR           | 05/07/2026   | 1,325.00           | 1,325.00    | 05/15/2026 |
| Total BRIDGER GARAGE DOOR CO., INC.:  |                           |                |                       |              | 1,325.00           | 1,325.00    |            |
| <b>CARI RUBIN</b>                     |                           |                |                       |              |                    |             |            |
| 10005                                 | CARI RUBIN                | 2026.04        | TRAVEL REIMBURSEMENT  | 05/06/2026   | 344.95             | 344.95      | 05/15/2026 |
| Total CARI RUBIN:                     |                           |                |                       |              | 344.95             | 344.95      |            |
| <b>COMDATA</b>                        |                           |                |                       |              |                    |             |            |
| 2671                                  | COMDATA                   | XW660/204434   | FIRE FUEL             | 05/01/2026   | 793.64             | 793.64      | 05/15/2026 |
| 2671                                  | COMDATA                   | XW660/204434   | EMS Fuel              | 05/01/2026   | 2,158.30           | 2,158.30    | 05/15/2026 |
| Total COMDATA:                        |                           |                |                       |              | 2,951.94           | 2,951.94    |            |
| <b>DANIEL LASHINSKI</b>               |                           |                |                       |              |                    |             |            |
| 10003                                 | DANIEL LASHINSKI          | 2026.03        | TRAVEL REIMBURSEMENT  | 05/08/2026   | 157.35             | 157.35      | 05/15/2026 |
| 10003                                 | DANIEL LASHINSKI          | 2026.04        | TRAVEL REIMBURSEMENT  | 05/08/2026   | 209.80             | 209.80      | 05/15/2026 |

| Vendor                                  | Vendor Name               | Invoice Number | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|---|---------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|
| Total DANIEL LASHINSKI:                 |                           |                |                           |              | 367.15             | 367.15      |            |
| <b>ENGINEERED COMPOST SYSTEM</b>        |                           |                |                           |              |                    |             |            |
| 2972                                    | ENGINEERED COMPOST SYST   | 88-1185        | CABLE                     | 03/26/2026   | 684.39             | 684.39      | 05/15/2026 |
| Total ENGINEERED COMPOST SYSTEM:        |                           |                |                           |              | 684.39             | 684.39      |            |
| <b>FISHER'S TECHNOLOGY</b>              |                           |                |                           |              |                    |             |            |
| 10008                                   | FISHER'S TECHNOLOGY       | 1667617        | PRINTER CO72              | 05/05/2026   | 23.45              | 23.45       | 05/15/2026 |
| 10008                                   | FISHER'S TECHNOLOGY       | 1667617        | PRINTER CO72              | 05/05/2026   | 23.45              | 23.45       | 05/15/2026 |
| 10008                                   | FISHER'S TECHNOLOGY       | 1667617        | PRINTER CO72              | 05/05/2026   | 23.45              | 23.45       | 05/15/2026 |
| 10008                                   | FISHER'S TECHNOLOGY       | 1667617        | PRINTER CO72              | 05/05/2026   | 23.45              | 23.45       | 05/15/2026 |
| Total FISHER'S TECHNOLOGY:              |                           |                |                           |              | 93.80              | 93.80       |            |
| <b>GENERAL DISTRIBUTING COMPANY</b>     |                           |                |                           |              |                    |             |            |
| 1845                                    | GENERAL DISTRIBUTING COM  | 0001631220     | CYLINDER RENTAL           | 04/30/2026   | 17.16              | 17.16       | 05/15/2026 |
| 1845                                    | GENERAL DISTRIBUTING COM  | 0001632996     | OXYGEN BOTTLES            | 04/30/2026   | 221.40             | 221.40      | 05/15/2026 |
| Total GENERAL DISTRIBUTING COMPANY:     |                           |                |                           |              | 238.56             | 238.56      |            |
| <b>HAMILTON MEDICAL INC.</b>            |                           |                |                           |              |                    |             |            |
| 10008                                   | HAMILTON MEDICAL INC.     | 23505599       | VENTILATOR CIRCUIT        | 04/20/2026   | 1,013.07           | 1,013.07    | 05/15/2026 |
| Total HAMILTON MEDICAL INC.:            |                           |                |                           |              | 1,013.07           | 1,013.07    |            |
| <b>HANSER'S WRECKER LIVINGSTON, INC</b> |                           |                |                           |              |                    |             |            |
| 1687                                    | HANSER'S WRECKER LIVINGST | LIV7551        | Tow                       | 05/08/2026   | 100.00             | 100.00      | 05/15/2026 |
| Total HANSER'S WRECKER LIVINGSTON, INC: |                           |                |                           |              | 100.00             | 100.00      |            |
| <b>HORIZON AUTO PARTS</b>               |                           |                |                           |              |                    |             |            |
| 1920                                    | HORIZON AUTO PARTS        | 058632         | DIGITAL TRIGGER           | 05/12/2026   | 70.99              | 70.99       | 05/15/2026 |
| Total HORIZON AUTO PARTS:               |                           |                |                           |              | 70.99              | 70.99       |            |
| <b>IBS INC</b>                          |                           |                |                           |              |                    |             |            |
| 10004                                   | IBS INC                   | 905889-1       | GREASE CARTRIDGE          | 05/06/2026   | 484.48             | 484.48      | 05/15/2026 |
| Total IBS INC:                          |                           |                |                           |              | 484.48             | 484.48      |            |
| <b>IRRIGATION INNOVATIONS</b>           |                           |                |                           |              |                    |             |            |
| 10002                                   | IRRIGATION INNOVATIONS    | 9262           | JAN & FEB SNOW REMOVAL SE | 02/28/2026   | 240.00             | 240.00      | 05/15/2026 |
| 10002                                   | IRRIGATION INNOVATIONS    | 9300           | MARCH & APRIL SNOW REMOV  | 05/08/2026   | 60.00              | 60.00       | 05/15/2026 |
| Total IRRIGATION INNOVATIONS:           |                           |                |                           |              | 300.00             | 300.00      |            |
| <b>KELLEY CREATE</b>                    |                           |                |                           |              |                    |             |            |
| 10006                                   | KELLEY CREATE             | IN2309432      | JH16414                   | 05/01/2026   | 25.48              | 25.48       | 05/15/2026 |
| 10006                                   | KELLEY CREATE             | IN2312050      | JH16414                   | 05/04/2026   | 5.95               | 5.95        | 05/15/2026 |
| Total KELLEY CREATE:                    |                           |                |                           |              | 31.43              | 31.43       |            |
| <b>LIVINGSTON HEALTH CARE</b>           |                           |                |                           |              |                    |             |            |
| 55                                      | LIVINGSTON HEALTH CARE    | 101            | BGC STRIPS                | 04/29/2026   | 202.00             | 202.00      | 05/15/2026 |
| 55                                      | LIVINGSTON HEALTH CARE    | 1051           | NARCOTICS                 | 07/17/2025   | 104.05             | 104.05      | 05/15/2026 |

| Vendor  | Vendor Name                 | Invoice Number | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|---|-----------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|
| 55  | LIVINGSTON HEALTH CARE      | 200473180      | 770681644                 | 05/04/2026   | 45.00              | 45.00       | 05/15/2026 |
| 55  | LIVINGSTON HEALTH CARE      | 200473184      | 770698523                 | 05/04/2026   | 45.00              | 45.00       | 05/15/2026 |
| 55  | LIVINGSTON HEALTH CARE      | 5237120        | NARCOTICS                 | 11/26/2025   | 45.05              | 45.05       | 05/15/2026 |
| 55  | LIVINGSTON HEALTH CARE      | 5260624        | NARCOTICS                 | 01/14/2026   | 29.86              | 29.86       | 05/15/2026 |
| Total LIVINGSTON HEALTH CARE:                 |                             |                |                           |              | 470.96             | 470.96      |            |
| <b>MARTYNN, CRAIG</b>                         |                             |                |                           |              |                    |             |            |
| 10008   | MARTYNN, CRAIG              | 2026.05        | TRAVEL REIMBURSEMENT      | 04/30/2026   | 305.98             | 305.98      | 05/15/2026 |
| Total MARTYNN, CRAIG:                         |                             |                |                           |              | 305.98             | 305.98      |            |
| <b>MISC</b>                                   |                             |                |                           |              |                    |             |            |
| 99999   | MISC                        | 2026.5         | REIMBURSE HANDICAP SIGN   | 05/11/2026   | 150.00             | 150.00      | 05/15/2026 |
| 99999   | MISC                        | TK2022-0050.5  | RESTITUTION               | 05/15/2026   | 44.00              | 44.00       | 05/15/2026 |
| 99999   | MISC                        | TK2025-0470    | Bond Refund               | 05/14/2026   | 500.00             | 500.00      | 05/14/2026 |
| 99999   | MISC                        | TK2026-0195    | Bond Refund               | 05/15/2026   | 885.00             | 885.00      | 05/15/2026 |
| Total MISC:                                   |                             |                |                           |              | 1,579.00           | 1,579.00    |            |
| <b>MOBILE REPAIR &amp; WELDING, INC</b>       |                             |                |                           |              |                    |             |            |
| 10  | MOBILE REPAIR & WELDING, IN | 37609          | IRON                      | 04/30/2026   | 4.68               | 4.68        | 05/15/2026 |
| 10  | MOBILE REPAIR & WELDING, IN | 37631          | PIPE                      | 05/06/2026   | 43.31              | 43.31       | 05/15/2026 |
| Total MOBILE REPAIR & WELDING, INC:           |                             |                |                           |              | 47.99              | 47.99       |            |
| <b>MONTANA DEPT OF ENVIRONMENTAL QUALITY</b>  |                             |                |                           |              |                    |             |            |
| 2346  | MONTANA DEPT OF ENVIRONM    | 5R2600518      | DRINKING WATER RENEWAL F  | 05/01/2026   | 30.00              | 30.00       | 05/15/2026 |
| 2346  | MONTANA DEPT OF ENVIRONM    | 5R2600518      | WASTEWATER RENEWAL FEE    | 05/01/2026   | 40.00              | 40.00       | 05/15/2026 |
| 2346  | MONTANA DEPT OF ENVIRONM    | 5R2600686      | WASTWATER RENEWAL FEE     | 05/01/2026   | 40.00              | 40.00       | 05/15/2026 |
| 2346  | MONTANA DEPT OF ENVIRONM    | 5R2600968      | DRINKING WATER RENEWAL F  | 05/01/2026   | 30.00              | 30.00       | 05/15/2026 |
| 2346  | MONTANA DEPT OF ENVIRONM    | 5R2601098      | DRINKING WATER RENEWAL F  | 05/01/2026   | 30.00              | 30.00       | 05/15/2026 |
| 2346  | MONTANA DEPT OF ENVIRONM    | 5R2601168      | WASTWATER RENEWAL FEE     | 05/01/2026   | 40.00              | 40.00       | 05/15/2026 |
| 2346  | MONTANA DEPT OF ENVIRONM    | 5R2601389      | DRINKING WATER RENEWAL F  | 05/01/2026   | 30.00              | 30.00       | 05/15/2026 |
| 2346  | MONTANA DEPT OF ENVIRONM    | 5R2601405      | WASTWATER RENEWAL FEE     | 05/01/2026   | 40.00              | 40.00       | 05/15/2026 |
| Total MONTANA DEPT OF ENVIRONMENTAL QUALITY:  |                             |                |                           |              | 280.00             | 280.00      |            |
| <b>MONTANA OCCUPATIONAL HEALTH</b>            |                             |                |                           |              |                    |             |            |
| 10006   | MONTANA OCCUPATIONAL HEA    | 21455          | PHYSICAL - RESERVE WRIGHT | 04/24/2026   | 690.00             | 690.00      | 05/15/2026 |
| 10006   | MONTANA OCCUPATIONAL HEA    | 21480          | PHYSICAL - RESERVE BAUER  | 04/24/2026   | 780.00             | 780.00      | 05/15/2026 |
| Total MONTANA OCCUPATIONAL HEALTH:            |                             |                |                           |              | 1,470.00           | 1,470.00    |            |
| <b>MONTANA STATE - FIRE SERVICES TRAINING</b> |                             |                |                           |              |                    |             |            |
| 2631  | MONTANA STATE - FIRE SERVI  | 34-208         | FO1 SHANK                 | 04/30/2026   | 695.00             | 695.00      | 05/15/2026 |
| Total MONTANA STATE - FIRE SERVICES TRAINING: |                             |                |                           |              | 695.00             | 695.00      |            |
| <b>NEWMAN SIGNS INC.</b>                      |                             |                |                           |              |                    |             |            |
| 64  | NEWMAN SIGNS INC.           | TRFINV067120   | SIGNS                     | 05/08/2026   | 1,259.82           | 1,259.82    | 05/15/2026 |
| Total NEWMAN SIGNS INC.:                      |                             |                |                           |              | 1,259.82           | 1,259.82    |            |
| <b>NORDIC FIRE DEFENSE</b>                    |                             |                |                           |              |                    |             |            |
| 10006   | NORDIC FIRE DEFENSE         | 1634           | FIRE EXTINGUISHER RECHAR  | 05/05/2026   | 105.00             | 105.00      | 05/15/2026 |

| Vendor                     | Vendor Name         | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|----------------------------|---------------------|----------------|-------------|--------------|--------------------|-------------|------------|
| Total NORDIC FIRE DEFENSE: |                     |                |             |              | 105.00             | 105.00      |            |
| <b>NORMONT EQUIPMENT</b>   |                     |                |             |              |                    |             |            |
| 12                         | NORMONT EQUIPMENT   | 35731          | NOZZLE      | 05/08/2026   | 468.00             | 468.00      | 05/15/2026 |
| Total NORMONT EQUIPMENT:   |                     |                |             |              | 468.00             | 468.00      |            |
| <b>NORTHWESTERN ENERGY</b> |                     |                |             |              |                    |             |            |
| 151                        | NORTHWESTERN ENERGY | 0709793-4 202  |             | 05/13/2026   | 287.48             | 287.48      | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0709793-4 202  |             | 05/13/2026   | 287.48             | 287.48      | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0709794-2 202  |             | 05/06/2026   | 1,192.72-          | 1,192.72-   | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0709796-7 202  |             | 05/13/2026   | 22.05              | 22.05       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0709869-2 202  |             | 05/13/2026   | 140.98             | 140.98      | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0709870-0 202  |             | 05/13/2026   | 80.44              | 80.44       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0709871-8 202  |             | 05/13/2026   | 325.50             | 325.50      | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0709873-4 202  |             | 05/13/2026   | 42.17              | 42.17       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0709874-2 202  |             | 05/07/2026   | 152.79             | 152.79      | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0709875-9 202  |             | 05/07/2026   | 2,549.46           | 2,549.46    | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0709876-7 202  |             | 05/08/2026   | 1,746.24           | 1,746.24    | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0709878-3 202  |             | 05/08/2026   | 372.69             | 372.69      | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0709879-1 202  |             | 05/08/2026   | 32.00              | 32.00       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0709891-6 202  |             | 05/13/2026   | 122.24             | 122.24      | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0709892-4 202  |             | 05/13/2026   | 67.00              | 67.00       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0709894-0 202  |             | 05/06/2026   | 549.03             | 549.03      | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0709914-6 202  |             | 05/07/2026   | 47.34              | 47.34       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0719058-0 202  |             | 05/07/2026   | 117.20             | 117.20      | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0720048-8 202  |             | 05/06/2026   | 40.98-             | 40.98-      | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0720048-8 202  |             | 05/06/2026   | 40.98-             | 40.98-      | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0720048-8 202  |             | 05/06/2026   | 40.98-             | 40.98-      | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 0720176-7 202  |             | 05/13/2026   | 60.99              | 60.99       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 1134866-1 202  |             | 05/13/2026   | 50.30              | 50.30       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 1134879-4 202  |             | 05/13/2026   | 22.83              | 22.83       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 1155965-5 202  |             | 05/13/2026   | 22.05              | 22.05       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 1290352-2 202  |             | 05/13/2026   | 13.12              | 13.12       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 1441030-2 202  |             | 05/08/2026   | 2,194.39           | 2,194.39    | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 1452951-5 202  |             | 05/08/2026   | 1,131.82           | 1,131.82    | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 1493850-0 202  |             | 05/13/2026   | 54.25              | 54.25       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 1498936-2 202  |             | 05/13/2026   | 22.34              | 22.34       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 1594141-2 202  |             | 05/07/2026   | 60.62              | 60.62       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 1613803-4 202  |             | 05/13/2026   | 36.07              | 36.07       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 1728687-3 202  |             | 05/06/2026   | 34.01-             | 34.01-      | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 1747570-8 202  |             | 05/13/2026   | 25.80              | 25.80       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 1747572-4 202  |             | 05/13/2026   | 11.91              | 11.91       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 1893530-4 202  |             | 05/13/2026   | 33.91              | 33.91       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 1893536-1 202  |             | 05/13/2026   | 17.33              | 17.33       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 1893541-1 202  |             | 05/13/2026   | 66.43              | 66.43       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 1906055-7 202  |             | 05/19/2026   | 238.84             | 238.84      | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 2023479-5 202  |             | 05/13/2026   | 22.60              | 22.60       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 2023484-5 202  |             | 05/13/2026   | 22.47              | 22.47       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 2114861-4 202  |             | 05/13/2026   | 104.50             | 104.50      | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 2138754-3 202  |             | 05/13/2026   | 22.19              | 22.19       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 2171060-3 202  |             | 05/13/2026   | 66.28              | 66.28       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 3015965-1 202  |             | 05/13/2026   | 105.36             | 105.36      | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 3093003-6 202  |             | 05/13/2026   | 18.68              | 18.68       | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 3093023-4 202  |             | 04/20/2026   | 8.20               | 8.20        | 05/26/2026 |
| 151                        | NORTHWESTERN ENERGY | 3093027-5 202  |             | 05/13/2026   | 35.79              | 35.79       | 05/26/2026 |

| Vendor                          | Vendor Name              | Invoice Number | Description                  | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|---------------------------------|--------------------------|----------------|------------------------------|--------------|--------------------|-------------|------------|
| 151                             | NORTHWESTERN ENERGY      | 3141997-1 202  |                              | 05/13/2026   | 12.39              | 12.39       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3184602-5 202  |                              | 05/13/2026   | 30.50              | 30.50       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3210240-2 202  |                              | 05/14/2026   | 22.05              | 22.05       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3258086-2 202  |                              | 05/13/2026   | 291.44             | 291.44      | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3258262-9 202  |                              | 05/06/2026   | 10.03-             | 10.03-      | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3267010-1 202  |                              | 05/06/2026   | 191.52             | 191.52      | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3287727-6 202  |                              | 05/13/2026   | 45.08              | 45.08       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3386783-9 202  |                              | 05/13/2026   | 23.48              | 23.48       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3386845-6 202  |                              | 05/13/2026   | 23.22              | 23.22       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3386846-4 202  |                              | 05/13/2026   | 11.25              | 11.25       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3506014-4 202  |                              | 05/13/2026   | 6.04               | 6.04        | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3566038-0 202  |                              | 05/13/2026   | 33.92              | 33.92       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3566039-8 202  |                              | 05/13/2026   | 30.36              | 30.36       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3585235-9 202  |                              | 05/06/2026   | 407.14             | 407.14      | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3643752-3 202  |                              | 05/13/2026   | 65.71              | 65.71       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3643753-1 202  |                              | 05/13/2026   | 46.38              | 46.38       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3678204-3 202  |                              | 05/26/2026   | 43.79              | 43.79       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3725873-8 202  |                              | 05/13/2026   | 38.72              | 38.72       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3753023-5 202  |                              | 05/06/2026   | 115.88-            | 115.88-     | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3787060-7 202  |                              | 05/13/2026   | 84.47              | 84.47       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3787427-8 202  |                              | 05/13/2026   | 254.28             | 254.28      | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3828216-6 202  |                              | 05/13/2026   | 47.24              | 47.24       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3837245-4 202  | 220 E PARK                   | 05/11/2026   | 405.00             | 405.00      | 05/15/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3867654-0 202  |                              | 05/13/2026   | 36.51              | 36.51       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3913678-3 202  |                              | 05/06/2026   | .03                | .03         | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 3950711-6 202  |                              | 05/13/2026   | 55.40              | 55.40       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 4094896-0 202  |                              | 05/13/2026   | 39.63              | 39.63       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 4134094-4 202  |                              | 05/13/2026   | 80.47              | 80.47       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 4298969-9 202  |                              | 05/06/2026   | 11.93              | 11.93       | 05/26/2026 |
| 151                             | NORTHWESTERN ENERGY      | 4367508-1 202  |                              | 05/06/2026   | 159.98             | 159.98      | 05/26/2026 |
| Total NORTHWESTERN ENERGY:      |                          |                |                              |              | 12,433.51          | 12,433.51   |            |
| <b>O'REILLY AUTOMOTIVE, INC</b> |                          |                |                              |              |                    |             |            |
| 2437                            | O'REILLY AUTOMOTIVE, INC | 1558-428083    | FUEL PUMP                    | 05/04/2026   | 114.78             | 114.78      | 05/15/2026 |
| Total O'REILLY AUTOMOTIVE, INC: |                          |                |                              |              | 114.78             | 114.78      |            |
| <b>PARK COUNTY</b>              |                          |                |                              |              |                    |             |            |
| 272                             | PARK COUNTY              | 2026_01        | 3500469-6 54 WATER TOWER A   | 01/31/2026   | 167.88             | 167.88      | 05/15/2026 |
| 272                             | PARK COUNTY              | 2026_01        | 0709868-4 414 E CALLENDER S  | 01/31/2026   | 8.35               | 8.35        | 05/15/2026 |
| 272                             | PARK COUNTY              | 2026_01        | 0709895-7 50 WATER TOWER A   | 01/31/2026   | 22.05              | 22.05       | 05/15/2026 |
| 272                             | PARK COUNTY              | 2026_01        | 0709868-4 414 E CALLENDER S  | 01/31/2026   | 8.36               | 8.36        | 05/15/2026 |
| 272                             | PARK COUNTY              | 2026_01        | 709935-1 414 E. CALLENDER, C | 01/31/2026   | 2,508.52           | 2,508.52    | 05/15/2026 |
| 272                             | PARK COUNTY              | 2026_01        | ANALOG LINE - DISPATCH       | 01/31/2026   | 386.41             | 386.41      | 05/15/2026 |
| 272                             | PARK COUNTY              | 2026_01        | ANALOG LINE - LOBBY ELEVAT   | 01/31/2026   | 10.59              | 10.59       | 05/15/2026 |
| 272                             | PARK COUNTY              | 2026_01        | 911 PHONES & DATA            | 01/31/2026   | 2,288.33           | 2,288.33    | 05/15/2026 |
| 272                             | PARK COUNTY              | 2026_01        | LONG DISTANCE - 60.70%-COL   | 01/31/2026   | 29.04              | 29.04       | 05/15/2026 |
| 272                             | PARK COUNTY              | 2026_01        | CITY SHARE - HOT WATER LEA   | 01/31/2026   | 69.80              | 69.80       | 05/15/2026 |
| 272                             | PARK COUNTY              | 2026_01        | 623B1 - 33% CITY COURT VIDE  | 01/31/2026   | 95.81              | 95.81       | 05/15/2026 |
| 272                             | PARK COUNTY              | 2026_01        | 623B0 + 623B4 - 24% CITY COU | 01/31/2026   | 79.63              | 79.63       | 05/15/2026 |
| 272                             | PARK COUNTY              | 2026_01        | 623B2+621B1 - 50% IT CITY PO | 01/31/2026   | 529.03             | 529.03      | 05/15/2026 |
| 272                             | PARK COUNTY              | 2026_01        | COL FUEL TOTAL - SNOWPLOW    | 01/31/2026   | 10.20              | 10.20       | 05/15/2026 |
| 272                             | PARK COUNTY              | 2026_01        | SURFACE PRO - COMMISSION     | 01/31/2026   | 837.99-            | 837.99-     | 05/15/2026 |
| 272                             | PARK COUNTY              | 2026_01        | SURFACE PRO - COMMISSION     | 01/31/2026   | 892.57             | 892.57      | 05/15/2026 |
| 272                             | PARK COUNTY              | 2026_01        | UPS BATTERY BACKUP           | 01/31/2026   | 79.79              | 79.79       | 05/15/2026 |
| 272                             | PARK COUNTY              | 2026_01        | HARD DRIVE DISPOSAL          | 01/31/2026   | 192.39             | 192.39      | 05/15/2026 |

| Vendor | Vendor Name | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--------|-------------|----------------|----------------------------|--------------|--------------------|-------------|------------|
| 272    | PARK COUNTY | 2026_01        | COMPUTER HARDWARE          | 01/31/2026   | 224.50             | 224.50      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | SNOW REMOVAL               | 01/31/2026   | 277.15             | 277.15      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | SNOW REMOVAL               | 01/31/2026   | 93.15              | 93.15       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | CITY/COUNTY BLDG ELECTRIC  | 01/31/2026   | 267.11             | 267.11      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | SURFACE PRO - COMMISSION   | 01/31/2026   | 1,317.26           | 1,317.26    | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | SURFACE PRO - COMMISSION   | 01/31/2026   | 46.99-             | 46.99-      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | SNOW REMOVAL               | 01/31/2026   | 35.65-             | 35.65-      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | SNOW REMOVAL               | 01/31/2026   | 241.50-            | 241.50-     | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | ALARM MONITORING           | 01/31/2026   | 114.00             | 114.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | CITY TRANSFER-204 GARNIER  | 01/31/2026   | 114.00             | 114.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - CITY HALL       | 01/31/2026   | 570.00             | 570.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | COL PH/INT 50%             | 01/31/2026   | 1,032.40           | 1,032.40    | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | 911 PHONE-2%-JAN-26        | 01/31/2026   | 19.72              | 19.72       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - PUBLIC WORKS    | 01/31/2026   | 105.00             | 105.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - PUBLIC WORKS    | 01/31/2026   | 105.00             | 105.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - PUBLIC WORKS    | 01/31/2026   | 105.00             | 105.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - PUBLIC WORKS    | 01/31/2026   | 105.00             | 105.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - CIVIC CENTER    | 01/31/2026   | 570.00             | 570.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - TRANSFER STATIO | 01/31/2026   | 300.00             | 300.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - STREET SHOP     | 01/31/2026   | 140.00             | 140.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - STREET SHOP     | 01/31/2026   | 140.00             | 140.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - STREET SHOP     | 01/31/2026   | 140.00             | 140.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | 911 PHONE/INT-1%           | 01/31/2026   | 9.60               | 9.60        | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | COL PH/INT COMPLEX 50%     | 01/31/2026   | 480.39             | 480.39      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | CITY SHARE CLEANING        | 01/31/2026   | 920.00             | 920.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | CITY SHARE CLEANING        | 01/31/2026   | 920.00             | 920.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | OCT GETAC                  | 01/31/2026   | 413.54             | 413.54      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | NOV GETAC                  | 01/31/2026   | 413.54             | 413.54      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | JAN GTAC                   | 01/31/2026   | 720.24             | 720.24      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | APR-DEC25 CREDIT SPARE GT  | 01/31/2026   | 360.09-            | 360.09-     | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | DISPATCH GETAC ADJUSTMEN   | 01/31/2026   | 1,133.80-          | 1,133.80-   | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | CITY SHARE MATS            | 01/31/2026   | 46.82              | 46.82       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | CITY SHARE MATS            | 01/31/2026   | 46.62              | 46.62       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | CITY SHARE MATS            | 01/31/2026   | 40.11              | 40.11       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - CIVIC CENTER    | 01/31/2026   | 1,638.60           | 1,638.60    | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - TRANSFER STATIO | 01/31/2026   | 765.60             | 765.60      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - STREET SHOP     | 01/31/2026   | 262.40             | 262.40      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - STREET SHOP     | 01/31/2026   | 262.40             | 262.40      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - STREET SHOP     | 01/31/2026   | 262.40             | 262.40      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - DISPATCH BACKUP | 01/31/2026   | 683.70             | 683.70      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | COL-JAN-MAR26              | 01/31/2026   | 1,384.66           | 1,384.66    | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - CITY HALL       | 01/31/2026   | 787.20             | 787.20      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - PUBLIC WORKS    | 01/31/2026   | 393.60             | 393.60      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - PUBLIC WORKS    | 01/31/2026   | 393.60             | 393.60      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_01        | INTERNET - PUBLIC WORKS    | 01/31/2026   | 393.60             | 393.60      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | JANUARY UTILITIES          | 02/28/2026   | 8.38               | 8.38        | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | 54 WATER TOWER AVE         | 02/28/2026   | 179.41             | 179.41      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | JANUARY UTILITIES          | 02/28/2026   | 2,610.68           | 2,610.68    | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | WATER TOWER AVE            | 02/28/2026   | 22.05              | 22.05       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | ANALOG LINE - DISPATCH     | 02/28/2026   | 386.11             | 386.11      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | ANALOG LINE - LOBBY ELEVAT | 02/28/2026   | 10.59              | 10.59       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | 911 PHONES & DATA          | 02/28/2026   | 2,303.08           | 2,303.08    | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | LONG DISTANCE - DISTPATCH  | 02/28/2026   | 25.62              | 25.62       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | IT COUNTY PORTION          | 02/28/2026   | 523.90             | 523.90      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | VIDEO CONF                 | 02/28/2026   | 95.81              | 95.81       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | STANDARD PHONE             | 02/28/2026   | 82.50              | 82.50       | 05/15/2026 |

| Vendor | Vendor Name | Invoice Number | Description                  | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--------|-------------|----------------|------------------------------|--------------|--------------------|-------------|------------|
| 272    | PARK COUNTY | 2026_02        | IT COUNTY PORTION            | 02/28/2026   | 516.01             | 516.01      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | VIDEO CONF                   | 02/28/2026   | 95.81              | 95.81       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | STANDARD PHONE               | 02/28/2026   | 79.89              | 79.89       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | ALARM INSPECTION             | 02/28/2026   | 194.25             | 194.25      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | Summit Fire- City Portion    | 02/28/2026   | 172.49             | 172.49      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | SURFACE PRO - COMMISSION     | 02/28/2026   | 1,317.26-          | 1,317.26-   | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | POWER SUPPLY                 | 02/28/2026   | 83.99              | 83.99       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | EXTINGUISHER INSPECTION      | 02/28/2026   | 353.72             | 353.72      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | CITY COUNTY BUILDING REPAI   | 02/28/2026   | 249.78             | 249.78      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | 911 Phone-2%-FEB26           | 02/28/2026   | 19.72              | 19.72       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | INTERNET - CIVIC CENTER      | 02/28/2026   | 570.00             | 570.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | INTERNET - TRANSFER STATIO   | 02/28/2026   | 300.00             | 300.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | INTERNET - STREET SHOP       | 02/28/2026   | 140.00             | 140.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | INTERNET - STREET SHOP       | 02/28/2026   | 140.00             | 140.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | INTERNET - STREET SHOP       | 02/28/2026   | 140.00             | 140.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | COL PH/INT 50%               | 02/28/2026   | 1,032.40           | 1,032.40    | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | INTERNET - CITY HALL         | 02/28/2026   | 570.00             | 570.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | INTERNET - PUBLIC WORKS      | 02/28/2026   | 105.00             | 105.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | INTERNET - PUBLIC WORKS      | 02/28/2026   | 105.00             | 105.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | INTERNET - PUBLIC WORKS      | 02/28/2026   | 105.00             | 105.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | INTERNET - PUBLIC WORKS      | 02/28/2026   | 105.00             | 105.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | INTERNET CHARGES             | 02/28/2026   | 160.00             | 160.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | INTERNET                     | 02/28/2026   | 480.39             | 480.39      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | INTERNET CHARGES             | 02/28/2026   | 160.00             | 160.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | 911 INTERNET                 | 02/28/2026   | 9.60               | 9.60        | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | CITY SHARE IT SERVICES       | 02/28/2026   | 62.50              | 62.50       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | IT HOST UPGRADE              | 02/28/2026   | 26,153.64          | 26,153.64   | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | CITY SHARE IT SERVICES       | 02/28/2026   | 399.25             | 399.25      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | city share cleaning          | 02/28/2026   | 920.00             | 920.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | FEB6132676223                | 02/28/2026   | 720.18             | 720.18      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | CITY SHARE MATS              | 02/28/2026   | 47.02              | 47.02       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_02        | BARRACUDA SUBSCRIPTION       | 02/28/2026   | 6,559.14           | 6,559.14    | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | FEBRUARY UTILITIES           | 03/31/2026   | 8.35               | 8.35        | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | 54 WATER TOWER AVE           | 03/31/2026   | 156.84             | 156.84      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | FEBRUARY UTILITIES           | 03/31/2026   | 2,512.97           | 2,512.97    | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | 50 WATER TOWER AVE           | 03/31/2026   | 22.05              | 22.05       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | ANALOG LINE - DISPATCH       | 03/31/2026   | 386.11             | 386.11      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | ANALOG LINE - LOBBY ELEVAT   | 03/31/2026   | 10.59              | 10.59       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | DISPATCH - LONG DISTANCE     | 03/31/2026   | 22.84              | 22.84       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | DISPATCH PRINTERS            | 03/31/2026   | 1,798.00           | 1,798.00    | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | LFR IPAD                     | 03/31/2026   | 834.99             | 834.99      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | SMART TV - DISPATCH          | 03/31/2026   | 67.99              | 67.99       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | SMART TV - DISPATCH          | 03/31/2026   | 867.99             | 867.99      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | SMART TV - DISPATCH          | 03/31/2026   | 296.00-            | 296.00-     | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | SMART TV - DISPATCH          | 03/31/2026   | 67.99-             | 67.99-      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | SMART TV - DISPATCH          | 03/31/2026   | 296.00             | 296.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | INTERNET - TRANSFER STATIO   | 03/31/2026   | 300.00             | 300.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | INTERNET - STREET SHOP       | 03/31/2026   | 140.00             | 140.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | INTERNET - STREET SHOP       | 03/31/2026   | 140.00             | 140.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | INTERNET - STREET SHOP       | 03/31/2026   | 140.00             | 140.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | 911 Phone-2%-MARCH26         | 03/31/2026   | 19.72              | 19.72       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | COL Ph/Int Oth Sites-MARCH26 | 03/31/2026   | 1,032.40           | 1,032.40    | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | INTERNET - CITY HALL         | 03/31/2026   | 570.00             | 570.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | INTERNET - PUBLIC WORKS      | 03/31/2026   | 105.00             | 105.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | INTERNET - PUBLIC WORKS      | 03/31/2026   | 105.00             | 105.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | INTERNET - PUBLIC WORKS      | 03/31/2026   | 105.00             | 105.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | INTERNET - PUBLIC WORKS      | 03/31/2026   | 105.00             | 105.00      | 05/15/2026 |

| Vendor | Vendor Name | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--------|-------------|----------------|----------------------------|--------------|--------------------|-------------|------------|
| 272    | PARK COUNTY | 2026_03        | INTERNET - CIVIC CENTER    | 03/31/2026   | 570.00             | 570.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | INTERNET                   | 03/31/2026   | 160.00             | 160.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | INTERNET                   | 03/31/2026   | 480.39             | 480.39      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | INTERNET                   | 03/31/2026   | 9.60               | 9.60        | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | CITY SHARE IT SERVICES     | 03/31/2026   | 500.00             | 500.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | city share cleaning        | 03/31/2026   | 920.00             | 920.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | 25FTCAT-6 CABLE            | 03/31/2026   | 21.99              | 21.99       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | MAR 26-CELL PHONE          | 03/31/2026   | 720.20             | 720.20      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | CITY SHARE MATS            | 03/31/2026   | 47.41              | 47.41       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_03        | CITY SHARE MATS            | 03/31/2026   | 46.45              | 46.45       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | ANALOG LINE - DISPATCH     | 04/30/2026   | 386.11             | 386.11      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | ANALOG LINE - LOBBY ELEVAT | 04/30/2026   | 10.59              | 10.59       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | DISPATCH LONG DISTANCE     | 04/30/2026   | 13.46              | 13.46       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | DISPATCH LONG DISTANCE     | 04/30/2026   | 24.04              | 24.04       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | ANALOG LINE - DISPATCH     | 04/30/2026   | 386.11             | 386.11      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | ANALOG LINE - LOBBY ELEVAT | 04/30/2026   | 10.59              | 10.59       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | STANDARD PHONE             | 04/30/2026   | 81.90              | 81.90       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | VIDEO CONF                 | 04/30/2026   | 95.80              | 95.80       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | IT COUNTY PORTION          | 04/30/2026   | 534.33             | 534.33      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | SIGN FOR COURTHOUSE CITY   | 04/30/2026   | 116.55             | 116.55      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | DISPATCH MONITORS          | 04/30/2026   | 518.10             | 518.10      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | SUPPLIES GORILLA TAPE      | 04/30/2026   | 17.75              | 17.75       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | CITY SHARE ELEVATOR 18.5%  | 04/30/2026   | 397.89             | 397.89      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | TRASH CAN SPLIT WITH CITY  | 04/30/2026   | 37.00              | 37.00       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | CEILING TILE- CITY PORTION | 04/30/2026   | 20.08              | 20.08       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | INTERNET - STREET SHOP     | 04/30/2026   | 140.00             | 140.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | SPLIT WITH CIT             | 04/30/2026   | 193.51             | 193.51      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | APRIL 26-CELL PHONE        | 04/30/2026   | 720.18             | 720.18      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | MANANGE ENGINE             | 04/30/2026   | 750.00             | 750.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | MARCH UTILITIES            | 04/30/2026   | 2,403.16           | 2,403.16    | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | MARCH UTILITIES            | 04/30/2026   | 8.40               | 8.40        | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | CLEAR OBSTRUCTION IN SINK  | 04/30/2026   | 220.00             | 220.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        |                            | 04/30/2026   | 639.15             | 639.15      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | INTERNET - DISPATCH BACKUP | 04/30/2026   | 542.10             | 542.10      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | TOILET PAPER               | 04/30/2026   | 10.10              | 10.10       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | PRINTERS FOR DISPATCH      | 04/30/2026   | 838.00             | 838.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | SUPPLIES CITY SHARE        | 04/30/2026   | 141.33             | 141.33      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | INTERNET - PUBLIC WORKS    | 04/30/2026   | 105.00             | 105.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | INTERNET - PUBLIC WORKS    | 04/30/2026   | 105.00             | 105.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | INTERNET - CIVIC CENTER    | 04/30/2026   | 570.00             | 570.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | INTERNET - TRANSFER STATIO | 04/30/2026   | 300.00             | 300.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | INTERNET - STREET SHOP     | 04/30/2026   | 140.00             | 140.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | INTERNET - STREET SHOP     | 04/30/2026   | 140.00             | 140.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | LFR IPAD                   | 04/30/2026   | 55.99-             | 55.99-      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | COL PH/INT OTH SITES-FEB26 | 04/30/2026   | 1,029.10           | 1,029.10    | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | INTERNET - CITY HALL       | 04/30/2026   | 570.00             | 570.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | INTERNET - PUBLIC WORKS    | 04/30/2026   | 105.00             | 105.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | INTERNET - PUBLIC WORKS    | 04/30/2026   | 105.00             | 105.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | PRINTERS FOR DISPATCH      | 04/30/2026   | 1,734.37-          | 1,734.37-   | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | LFR IPAD                   | 04/30/2026   | 849.99-            | 849.99-     | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | LFR IPAD                   | 04/30/2026   | 779.00-            | 779.00-     | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | TRASH BAGS                 | 04/30/2026   | 22.71              | 22.71       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | CAN LIGHTS                 | 04/30/2026   | 27.75              | 27.75       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | LFR IPAD                   | 04/30/2026   | 849.99             | 849.99      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | 911 PHONE-2%-FEB26         | 04/30/2026   | 19.70              | 19.70       | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | INTERNET                   | 04/30/2026   | 160.00             | 160.00      | 05/15/2026 |
| 272    | PARK COUNTY | 2026_04        | CITY SHARE-IT CONSULTING   | 04/30/2026   | 500.00             | 500.00      | 05/15/2026 |

| Vendor                                | Vendor Name                 | Invoice Number | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|---------------------------------------|-----------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|
| 272                                   | PARK COUNTY                 | 2026_04        | CITY SHARE CLEANING       | 04/30/2026   | 920.00             | 920.00      | 05/15/2026 |
| 272                                   | PARK COUNTY                 | 2026_04        | 10' HDMI CABLE - DISPATCH | 04/30/2026   | 19.99              | 19.99       | 05/15/2026 |
| 272                                   | PARK COUNTY                 | 2026_04        | CITY SHARE MATS           | 04/30/2026   | 43.05              | 43.05       | 05/15/2026 |
| 272                                   | PARK COUNTY                 | 2026_04        | CITY SHARE MATS           | 04/30/2026   | 46.22              | 46.22       | 05/15/2026 |
| 272                                   | PARK COUNTY                 | 2026_04        | CITY SHARE MATS           | 04/30/2026   | 43.05              | 43.05       | 05/15/2026 |
| 272                                   | PARK COUNTY                 | 2026_04        | CITY COMPLEX 50%          | 04/30/2026   | 1,384.65           | 1,384.65    | 05/15/2026 |
| 272                                   | PARK COUNTY                 | 2026_04        | TRANSFER STATION          | 04/30/2026   | 765.60             | 765.60      | 05/15/2026 |
| 272                                   | PARK COUNTY                 | 2026_04        | CITY 229 RIVER DR         | 04/30/2026   | 1,638.60           | 1,638.60    | 05/15/2026 |
| 272                                   | PARK COUNTY                 | 2026_04        | CITY 220 E PARK ST        | 04/30/2026   | 787.20             | 787.20      | 05/15/2026 |
| 272                                   | PARK COUNTY                 | 2026_04        | CITY 406.5 BENNETT ST     | 04/30/2026   | 639.15             | 639.15      | 05/15/2026 |
| 272                                   | PARK COUNTY                 | 2026_04        | CITY 316 BENNETT          | 04/30/2026   | 639.15             | 639.15      | 05/15/2026 |
| 272                                   | PARK COUNTY                 | 2026_04        | CITY 410 BENNETT ST       | 04/30/2026   | 639.15             | 639.15      | 05/15/2026 |
| Total PARK COUNTY:                    |                             |                |                           |              | 98,785.72          | 98,785.72   |            |
| <b>PARK ELECTRIC COOPERTIVE, INC.</b> |                             |                |                           |              |                    |             |            |
| 2915                                  | PARK ELECTRIC COOPERTIVE,   | 16005000-004   | MEYERS FLAT RADIO TOWER   | 04/30/2026   | 155.58             | 155.58      | 05/15/2026 |
| 2915                                  | PARK ELECTRIC COOPERTIVE,   | 23034000-002   | NORTH RADIO REPEATER      | 04/30/2026   | 34.21              | 34.21       | 05/15/2026 |
| Total PARK ELECTRIC COOPERTIVE, INC.: |                             |                |                           |              | 189.79             | 189.79      |            |
| <b>PARKSON CORPORATION</b>            |                             |                |                           |              |                    |             |            |
| 10002                                 | PARKSON CORPORATION         | AR1/51046668   | PVC HOSE                  | 04/23/2026   | 1,028.20           | 1,028.20    | 05/15/2026 |
| Total PARKSON CORPORATION:            |                             |                |                           |              | 1,028.20           | 1,028.20    |            |
| <b>RIVER BEND THREADS</b>             |                             |                |                           |              |                    |             |            |
| 2299                                  | RIVER BEND THREADS          | 7362           | ZIP TOTE                  | 05/11/2026   | 15.00              | 15.00       | 05/15/2026 |
| Total RIVER BEND THREADS:             |                             |                |                           |              | 15.00              | 15.00       |            |
| <b>SALT LAKE WHOLESALE SPORTS</b>     |                             |                |                           |              |                    |             |            |
| 2213                                  | SALT LAKE WHOLESALE SPOR    | 110015         | FIREARM SUPPLIES          | 05/05/2026   | 1,572.60           | 1,572.60    | 05/15/2026 |
| Total SALT LAKE WHOLESALE SPORTS:     |                             |                |                           |              | 1,572.60           | 1,572.60    |            |
| <b>SELECT ADVANTAGE</b>               |                             |                |                           |              |                    |             |            |
| 3173                                  | SELECT ADVANTAGE            | 10350014       | SUPERVISOR ASSESSMENT SE  | 05/01/2026   | 35.00              | 35.00       | 05/15/2026 |
| Total SELECT ADVANTAGE:               |                             |                |                           |              | 35.00              | 35.00       |            |
| <b>SLEEPING GIANT ANIMAL CLINIC</b>   |                             |                |                           |              |                    |             |            |
| 3645                                  | SLEEPING GIANT ANIMAL CLINI | 86338          | RHINO - VACCINE           | 04/25/2026   | 25.00              | 25.00       | 05/15/2026 |
| Total SLEEPING GIANT ANIMAL CLINIC:   |                             |                |                           |              | 25.00              | 25.00       |            |
| <b>TEAR IT UP L.L.C.</b>              |                             |                |                           |              |                    |             |            |
| 2999                                  | TEAR IT UP L.L.C.           | 69418          | 220 E PARK SHREDDING      | 05/06/2026   | 70.76              | 70.76       | 05/15/2026 |
| Total TEAR IT UP L.L.C.:              |                             |                |                           |              | 70.76              | 70.76       |            |
| <b>TECHNICAL RESCUE OPTIONS</b>       |                             |                |                           |              |                    |             |            |
| 10006                                 | TECHNICAL RESCUE OPTIONS    | 4263           | ROPE RESCUE               | 04/27/2026   | 1,800.00           | 1,800.00    | 05/15/2026 |
| Total TECHNICAL RESCUE OPTIONS:       |                             |                |                           |              | 1,800.00           | 1,800.00    |            |

| Vendor                                       | Vendor Name               | Invoice Number | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--|---------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|
| <b>TOWN &amp; COUNTRY FOODS - LIVINGSTON</b> |                           |                |                           |              |                    |             |            |
| 2595   | TOWN & COUNTRY FOODS - LI | 8236002 2026.  | MEALS - RESERVE ON-BOARDI | 05/07/2026   | 10.98              | 10.98       | 05/15/2026 |
| Total TOWN & COUNTRY FOODS - LIVINGSTON:     |                           |                |                           |              | 10.98              | 10.98       |            |
| <b>UPS STORE #2420, THE</b>                  |                           |                |                           |              |                    |             |            |
| 292  | UPS STORE #2420, THE      | 2026.05.04     | LPD Shipment              | 05/04/2026   | 19.58              | 19.58       | 05/15/2026 |
| 292  | UPS STORE #2420, THE      | 2026.05.06     | LPD Shipment              | 05/06/2026   | 9.52               | 9.52        | 05/15/2026 |
| Total UPS STORE #2420, THE:                  |                           |                |                           |              | 29.10              | 29.10       |            |
| <b>USA BLUEBOOK</b>                          |                           |                |                           |              |                    |             |            |
| 1430   | USA BLUEBOOK              | INV00941726    | DETERGENT                 | 01/22/2026   | 378.00             | 378.00      | 05/15/2026 |
| 1430   | USA BLUEBOOK              | INV00944049    | MEDIA PLATES              | 01/26/2026   | 589.60             | 589.60      | 05/15/2026 |
| Total USA BLUEBOOK:                          |                           |                |                           |              | 967.60             | 967.60      |            |
| <b>UTILITIES UNDERGROUND LOCATION</b>        |                           |                |                           |              |                    |             |            |
| 3472   | UTILITIES UNDERGROUND LO  | 6045098        | Excavation Notifications  | 04/30/2026   | 84.25              | 84.25       | 05/15/2026 |
| 3472   | UTILITIES UNDERGROUND LO  | 6045098        | Excavation Notifications  | 04/30/2026   | 84.25              | 84.25       | 05/15/2026 |
| 3472   | UTILITIES UNDERGROUND LO  | 6045098        | Excavation Notifications  | 04/30/2026   | 84.26              | 84.26       | 05/15/2026 |
| Total UTILITIES UNDERGROUND LOCATION:        |                           |                |                           |              | 252.76             | 252.76      |            |
| <b>VERIZON WIRELESS</b>                      |                           |                |                           |              |                    |             |            |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 1,119.93           | 1,119.93    | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 20.65              | 20.65       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 20.64              | 20.64       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 41.28              | 41.28       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 18.60              | 18.60       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 41.28              | 41.28       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 18.60              | 18.60       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 45.02              | 45.02       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 43.44              | 43.44       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 22.51              | 22.51       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 22.50              | 22.50       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 43.48              | 43.48       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 18.60              | 18.60       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 41.28              | 41.28       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 43.48              | 43.48       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 20.65              | 20.65       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 20.64              | 20.64       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 18.60              | 18.60       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 18.60              | 18.60       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 16.89              | 16.89       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 16.89              | 16.89       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 45.02              | 45.02       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 13.50              | 13.50       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 11.44              | 11.44       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 43.48              | 43.48       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 18.60              | 18.60       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 41.28              | 41.28       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 43.48              | 43.48       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 18.60              | 18.60       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 18.60              | 18.60       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 18.60              | 18.60       | 05/26/2026 |
| 879  | VERIZON WIRELESS          | 6143099767     |                           | 05/08/2026   | 45.02              | 45.02       | 05/26/2026 |

| Vendor                         | Vendor Name             | Invoice Number | Description       | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--------------------------------|-------------------------|----------------|-------------------|--------------|--------------------|-------------|------------|
| 879                            | VERIZON WIRELESS        | 6143099767     |                   | 05/08/2026   | 45.02              | 45.02       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 19.40              | 19.40       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 19.40              | 19.40       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 19.40              | 19.40       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 45.38              | 45.38       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 45.38              | 45.38       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 19.40              | 19.40       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 11.93              | 11.93       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 62.03              | 62.03       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 19.40              | 19.40       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 22.92              | 22.92       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 61.55              | 61.55       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 19.40              | 19.40       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 19.40              | 19.40       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 19.40              | 19.40       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 11.93              | 11.93       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 19.40              | 19.40       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 46.99              | 46.99       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 46.99              | 46.99       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 19.40              | 19.40       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 45.38              | 45.38       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 45.38              | 45.38       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 43.09              | 43.09       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 43.09              | 43.09       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 61.55              | 61.55       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 19.40              | 19.40       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 11.93              | 11.93       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 19.40              | 19.40       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 19.40              | 19.40       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099768     |                   | 05/08/2026   | 61.55              | 61.55       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099769     |                   | 05/08/2026   | 38.64              | 38.64       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099769     |                   | 05/08/2026   | 38.64              | 38.64       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099769     |                   | 05/08/2026   | 38.64              | 38.64       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099769     |                   | 05/08/2026   | 38.64              | 38.64       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099769     |                   | 05/08/2026   | 38.64              | 38.64       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099769     |                   | 05/08/2026   | 38.64              | 38.64       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099769     |                   | 05/08/2026   | 38.64              | 38.64       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099769     |                   | 05/08/2026   | 38.64              | 38.64       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099769     |                   | 05/08/2026   | 38.64              | 38.64       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099769     |                   | 05/08/2026   | 38.64              | 38.64       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099769     |                   | 05/08/2026   | 38.64              | 38.64       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099769     |                   | 05/08/2026   | 38.64              | 38.64       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099769     |                   | 05/08/2026   | 38.64              | 38.64       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099769     |                   | 05/08/2026   | 38.64              | 38.64       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099769     |                   | 05/08/2026   | 20.02              | 20.02       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099769     |                   | 05/08/2026   | 38.64              | 38.64       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099769     |                   | 05/08/2026   | 38.64              | 38.64       | 05/26/2026 |
| 879                            | VERIZON WIRELESS        | 6143099769     |                   | 05/08/2026   | 38.64              | 38.64       | 05/26/2026 |
| Total VERIZON WIRELESS:        |                         |                |                   |              | 3,593.73           | 3,593.73    |            |
| <b>WESTERN EMULSIONS, INC.</b> |                         |                |                   |              |                    |             |            |
| 2963                           | WESTERN EMULSIONS, INC. | 90017147       | CHIP SEAL PROJECT | 04/06/2026   | 2,010.00           | 2,010.00    | 05/15/2026 |
| 2963                           | WESTERN EMULSIONS, INC. | 90018460       | CHIP SEAL PROJECT | 05/06/2026   | 2,251.20           | 2,251.20    | 05/15/2026 |
| Total WESTERN EMULSIONS, INC.: |                         |                |                   |              | 4,261.20           | 4,261.20    |            |

| Vendor  | Vendor Name                | Invoice Number | Description   | Invoice Date | Net<br>Invoice Amount | Amount Paid | Date Paid  |
|---|----------------------------|----------------|---------------|--------------|-----------------------|-------------|------------|
| <b>WILSON &amp; COMPANY, INC., ENGINEERS &amp; ARCH</b> |                            |                |               |              |                       |             |            |
| 10008   | WILSON & COMPANY, INC., EN | 2682423152-1   | I & I PHASE 2 | 05/15/2026   | 10,340.00             | 10,340.00   | 05/15/2026 |
| Total WILSON & COMPANY, INC., ENGINEERS & ARCH:         |                            |                |               |              | 10,340.00             | 10,340.00   |            |
| Grand Totals:   |                            |                |               |              | 184,052.01            | 184,052.01  |            |

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**File Attachments for Item:**

**C. AGREEMENT 20263 WITH FOOD RESOURCE CENTER**

## **FACILITY USE AGREEMENT**

This Facility Use Agreement ("Agreement") is made and entered into this 13 day of May, 2026, by and between the **CITY OF LIVINGSTON** ("CITY"), a municipal corporation, and **Livingston Food Resource Center (LFRC)**.

### **1. Facility Use Agreement**

The City grants LFRC the right to use Sacajawea Park and Green Acres for Summer Lunch Program and related activities during the following periods:

- **June 15 – 26, 2026 & July 6 – August 7, 2026; Monday – Friday; 11:15 AM – 12:45 PM.**

### **2. Fee for Use**

The use of the facility is granted at a rate agreed established in the CITY fee schedule. Any additional costs related to maintenance, amenities or utilities shall be the responsibility of LFRC unless otherwise specified in writing.

### **3. Permitted Use and Restrictions**

- The facility shall only be used for Summer Lunch in the Park.
- LFRC shall have non-exclusive use of a designated portion of the premises during the length of this Agreement. The property will generally remain available for the City and community's beneficial use throughout the Agreement.
- LFRC shall ensure that all activities comply with CITY regulations, including but not limited to noise, safety, and facility care policies.
- No modifications to the facility, including but not limited to structural changes, temporary installations, signage, or field adjustments, shall be made without prior written approval from the CITY.
- LFRC is responsible for ensuring participants and spectators adhere to all facility rules and guidelines.
- LFRC shall ensure that all facilities are left in the condition that existed prior to use. Any issues with CITY facilities shall be reported to the CITY when they are discovered.
- This Agreement, and the related use of facilities, is not transferrable to any other party.

### **4. Liability, Insurance and Risk Management**

- LFRC shall carry a comprehensive public liability insurance policy, insuring against loss and damages for personal injury or death and/or property loss, damage, or destruction arising out of or in connection with its use of the facility, with the minimum liability limit of \$750,000 per claim and not less than \$1.5M per occurrence.
- LFRC shall provide the CITY a Certificate of Insurance, and a Certificate of Additional Insured naming the CITY as an additional insured party.
- LFRC is responsible for proactively identifying, assessing, and mitigating potential hazards and liabilities to ensure a safe and supportive environment for athletes, staff, and spectators. This includes but is not limited to developing policies regarding weather-related risks,

identifying and addressing potential hazards in the park, ensuring proper use of equipment, and conducting background checks and training for all adults involved in LFRC programs.

- LFRC shall protect, indemnify, defend and save the CITY harmless from and against all claims, liabilities, demands, damages, losses, expenses, including legal fees and costs, causes of action and judgments, arising from LFRC 's negligent acts or omissions or those of any sub-contractor, agent, or anyone directly or indirectly volunteering for or employed by LFRC.

**5. Scheduling and Coordination**

- LFRC must coordinate with City regarding field availability and scheduling.
- LFRC shall notify City of any scheduling conflicts or special event requests as soon as possible.
- Any scheduling conflicts between LFRC and other permitted users will be resolved by CITY.

**6. Cancellation and Termination**

- The CITY reserves the right to cancel or reschedule LFRC 's access to the facility due to unforeseen circumstances, including but not limited to weather, maintenance, or emergencies.
- Either party may terminate this Agreement with seven (7) days' written notice, delivered via email, certified mail, or in-person delivery with acknowledgment of receipt.

**7. Governing Law and Dispute Resolution**

This Agreement shall be governed by the laws of the State of Montana. Any disputes that remain unresolved shall be resolved in the Park County District Court, Montana.

**8. Signatures**

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

**City of Livingston**

**FORMAL NAME**

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

By: LAURA M. POINSETTE  
Title: DEPUTY DIRECTOR  
Date: 5/14/26  
Phone: 406-222-5335

*Laura M. Poinsette*



**DATE:** June 2, 2026

**TO:** Chair Nootz and City Commissioners

**FROM:** Maggie Tarr, Recreation Director

**RE:** Staff Report for Approval of Facility Use Agreement 20263 with Livingston Food Resource Center – Summer Lunch Program

**Recommendation and Summary**

Staff is recommending the Commission approve the Facility Use Agreement with the Livingston Food Resource Center (LFRC) for the Summer Lunch Program by adopting the following motion:

**"I move to approve the Facility Use Agreement 20263 with the Livingston Food Resource Center for the Summer Lunch Program and authorize the City Manager to sign."**

The reasons for the recommendation are as follows:

- Supports food access and youth wellness during the summer months
- Encourages positive and beneficial use of City park facilities through a longstanding community partnership

**Introduction and History**

The Livingston Food Resource Center has historically partnered with local organizations and public agencies to provide summer meal opportunities for children and families when school is not in session. The Summer Lunch Program serves as an important community resource, helping address food insecurity while creating welcoming gathering spaces for youth and caregivers throughout the summer.

The proposed agreement allows LFRC to continue operating Summer Lunch programming within City park facilities during the 2026 summer season.

**Analysis**

The agreement grants LFRC use of Sacajawea Park and Green Acres for Summer Lunch programming from June 15–26, 2026 and July 6–August 7, 2026, Monday through Friday from 11:15 AM to 12:45 PM.



The program provides free summer meals to youth and families in a safe and accessible outdoor environment. In addition to meal distribution, the program contributes to positive social interaction, increased park activation, and family engagement during summer months.

Key considerations for Commission:

1. **Community Benefit** – The Summer Lunch Program supports children and families by improving access to nutritious meals during summer break.
2. **Use of Public Facilities** – The agreement allows non-exclusive use of park spaces while maintaining general public access to the facilities.
3. **Partnership Opportunity** – The partnership demonstrates collaboration between the City and community organizations working to improve quality of life for Livingston residents.
4. **Risk Management** – LFRC is required to provide liability insurance and additional insured documentation naming the City of Livingston.

Staff believes the proposed agreement supports an important community service while maintaining appropriate operational and risk management standards.

### **Fiscal Impact**

While the City of Livingston does not formally offer fee waivers for facility use, this use remains non-exclusive and provides a direct community benefit as all children and families ages 0–18 are eligible to receive meals through the program. The City has historically not charged this organization for use of the space, and the Livingston Food Resource Center has consistently remained compliant with City requirements, coordination, and facility use expectations.

### **Strategic Alignment**

This agreement aligns with the City of Livingston Growth Policy, Trails and Active Transportation Plan, and Parks System Master Plan by supporting accessible public spaces, healthy outdoor activity, and family-centered community programming within City parks. The Summer Lunch Program encourages positive use of neighborhood parks while supporting community wellness and connection.

### **Attachments**

- Attachment A: Facility Use Agreement 2026 Summer Lunch

**File Attachments for Item:**

**A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA,  
DECLARING JUNE AS PRIDE MONTH IN LIVINGSTON, MONTANA**



# Proclamation Of the Livingston City Commission

## Declaring June as PRIDE Month in Livingston, Montana

**WHEREAS**, each June, communities across the country come together to recognize and celebrate the LGBTQ+ community, honoring its contributions, resilience, and the ongoing movement for equality and human rights; and

**WHEREAS**, the City of Livingston is committed to fostering a welcoming, respectful, and supportive environment for all people, regardless of sexual orientation, gender identity, or gender expression; and

**WHEREAS**, when communities embrace diversity and inclusion, everyone benefits, from our neighborhoods and schools to workplaces and local businesses; and

**WHEREAS**, Pride Month provides an opportunity to recognize the value of civic activism, celebrate progress, and affirm our shared responsibility to ensure that all members of our community feel seen, safe, and supported;

**NOW, THEREFORE, BE IT RESOLVED**, on behalf of the Livingston City Commission, I, Melissa Nootz, Chair, do hereby proclaim June 2026, to be PRIDE Month in Livingston, Montana.

**Further**, I encourage all residents to reflect on the ongoing work of equality, participate in community events, and stand together in support of dignity, visibility, and justice for all.

Signed this \_\_\_ day of June, 2026

\_\_\_\_\_  
**Melissa Nootz, Chair**  
**Livingston City Commission**

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

**File Attachments for Item:**

**A. RESOLUTION NO. 5191: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, TO ENTER INTO A DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF THE SHEEP MOUNTAIN PLANNED UNIT DEVELOPMENT ON LOTS 8A & 9A OF THE AMENDED PLAT OF LOTS 8, 9 AND 10 IN THE BROOKSTONE MAJOR SUBDIVISION.**



**DATE:** June 2, 2026

**TO:** Chair Nootz and City Commissioners

**FROM:** Grant Gager, City Manager

**RE:** Resolution 5191 Approving Development Agreement for Sheep Mountain Residences

**Recommendation and Summary**

The City Manager is recommending approval of Resolution 5191 Approving Development Agreement for Sheep Mountain Residences Planned Unit Development. The City Commission may approve the Development Agreement using the following motion:

**"I move to Resolution 5191 and authorize the Chair to sign."**

The reasons for the discussion are as follows:

- The City Commission approved the Sheep Mountain Residences Planned Unit Development at its meeting on August 19, 2025.

**Introduction and History**

The City Commission approved, with conditions, the Sheep Mountain Planned Unit Development at its meeting on August 19, 2025. That approval contained several conditions prior to the issuance of needed permits. As required by the conditional approval and the Zoning Ordinance, the Developer submitted the Final PUD Plan for the Sheep Mountain Development.

**Analysis**

The Development Agreement provides the Final PUD Plan and information required to satisfy the conditions of approval.

**Fiscal Impact**

There is no fiscal impact arising from approval of the Development Agreement.

**Strategic Alignment**

The Development Agreement, and enforcement thereof, ensures that the project will proceed as approved.



**Attachments**

- Attachment A: Development Agreement 20262

**RESOLUTION NO. 5191**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, TO ENTER INTO A DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF THE SHEEP MOUNTAIN PLANNED UNIT DEVELOPMENT ON LOTS 8A & 9A OF THE AMENDED PLAT OF LOTS 8, 9 AND 10 IN THE BROOKSTONE MAJOR SUBDIVISION.**

**WHEREAS**, the City Commission approved the Sheep Mountain Planned Unit Development (“the PUD”) on August 29, 2025, to be located on Lots 8A & 9A of the amended plat of Lots 8, 9 and 10 in the Brookstone Major Subdivision, addressed as 101, 103 and 105 Brookstone Street (“the Property”); and

**WHEREAS**, the City Commission approved Ordinance 3062 to rezone the Property to PUD on August 29, 2025; and

**WHEREAS**, the Livingston Municipal Code Section 30.45.G requires a PUD Development Agreement to be entered into by the Developer and the City, and recorded with the Park County Clerk & Recorder, prior to construction commencing on the PUD that includes a Statement of Standards that describes the specific uses, development standards, deviations from the underlying zoning standards, completion schedule, and conditions of approval (see Attachment 1).

**NOW, THEREFORE, BE IT RESOLVED** that the City Commission of the City of Livingston, Montana, approves the Development Agreement for the Sheep Mountain PUD as proposed in Attachment 1.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, Montana, this 2nd day of June, 2026.

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

**ATTEST:**  
  
\_\_\_\_\_  
**EMILY HUTCHINSON – City Clerk**

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
**JON HESSE – City Attorney**

*Resolution 5191 - Attachment 1*

**DEVELOPMENT AGREEMENT**  
**Sheep Mountain Planned Unit Development**

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is dated as of \_\_\_\_\_, 2026, (the “Effective Date”), by and among **Boundary Development LLC**, a Montana limited liability company, whose address is P.O. Box 6220, Bozeman, MT 59771 (“Developer”); **Sheep Mountain Residences LLC**, a Montana limited liability company, whose address is P.O. Box 6220, Bozeman, MT 59771 (“SMR”); **Sheep Mountain 4 LLLP**, a Montana limited liability limited partnership, whose address is P.O. Box 6220, Bozeman, MT 59771 (“Sheep Mountain 4 Owner”); **Sheep Mountain 9 LLLP**, a Montana limited liability limited partnership, whose address is P.O. Box 6220, Bozeman, MT 59771 (“Sheep Mountain 9 Owner” and collectively with Sheep Mountain 4 Owner, “Owners”); and **The City of Livingston, Montana**, a Montana municipal corporation and political subdivision of the State of Montana, whose address is 220 E. Park Street, Livingston, MT 59047 (the “City”), collectively referred to as the Parties.

**RECITALS**

**A.** The City, through the City of Livingston Commissioners (the “Commission”) is authorized under Chapter 30 of the Municipal Code of the City of Livingston, Montana (the “Zoning Ordinance”) to adopt new Planned Unit Development zoning districts (“PUD”) to encourage more efficient use of land and public services, clustered development, diverse housing types, mixed land uses, and natural resource preservation.

**B.** As of the Effective Date, SMR owns that certain real property commonly known as 101, 103, and 105 Brookstone Street, Livingston, MT 59047, and legally described as:

Lot 8A of the Amended Plat of Lots 8, 9, and 10, Brookstone Major Subdivision, all according to the official Amended Plat filed with Park County, Montana, Document No. 450480 (the “Sheep Mountain 9 Property”).

and,

Lot 9A of the Amended Plat of Lots 8, 9, and 10, Brookstone Major Subdivision, all according to the official Amended Plat filed with Park County, Montana, Document No. 450480 (the “Sheep Mountain 4 Property”, and collectively with the Sheep Mountain 9 Property, the “Property”).

**C.** On a date subsequent to the Effective Date (the “Closing Date”), Sheep Mountain 4 Owner is purchasing the Sheep Mountain 4 Property from SMR in order to construct and operate a twenty-four (24) unit affordable housing development (the “Sheep Mountain 4 Project”) and Sheep Mountain 9 Owner is purchasing the Sheep Mountain 9 Property from SMR in order to construct and operate a twenty-four (24) unit affordable housing development (the “Sheep Mountain 9 Project”, and collectively with the Sheep Mountain 4 Project, the “Projects” and each a “Project”). Developer and SMR desire to work with the City and Owners to build the Projects.

**D.** In relation to the Property and the Project, Developer applied to the City for a zoning map amendment for the Property from High Density Residential (R3) and the creation of a Planned Unit Development (the “Request”).

**E.** Pursuant to the requirements of the Zoning Ordinance, the Commission on August 19, 2025, approved Ordinance No. 3062 to conditionally approve the Request to create the Sheep Mountain Planned Unit Development (the “Sheep Mountain Development”) (the “Conditional Approval”). As required by the Conditional Approval and the Zoning Ordinance, Developer submitted that certain Final PUD Plan for the Sheep Mountain Development and the Statement of Standards to the Zoning Administrator (as such term is used in the Zoning Ordinance), which was thereafter approved and such Statement of Standards was recorded against the Property in the real property records of Park County, Montana, on \_\_\_\_\_, 2026, as Document No. \_\_\_\_\_, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (collectively, the “Final Plan”).

**F.** The Parties desire to enter into this Agreement, which sets forth the obligations and commitments of the Parties with respect to the Projects, including the costs of the infrastructure improvements, Project fees and charges.

**AGREEMENT**

NOW, THEREFORE, the City, Developer, SMR, and Owners (as the successors in interest to the Property), pursuant to the Zoning Ordinance, each in consideration of the representations, covenants and agreements of the other, as set forth herein, mutually represent, covenant and agree as follows:

**1. Incorporation of Recitals.** The recitals set forth above are incorporated herein by reference as if set forth fully herein.

**2. Representations.**

**A. City Representations.** The City hereby represents as follows

1. The City on \_\_\_\_\_, 2026, approved the Final Plan and all other development activities which have been submitted to the City regarding the Project and the Sheep Mountain Development.

2. The City Commission on \_\_\_\_\_, 2026, approved this Agreement and has duly authorized this Agreement to be executed by an authorized person on behalf of the City.

**B. Developer Representations.** The Developer hereby represents as follows:

1. Developer is a limited liability company, duly formed, validly existing and in good standing, and is duly qualified to do business in the State of Montana. Developer has the power to enter into this Agreement and has duly authorized the execution and delivery of this Agreement by all necessary limited liability company action. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of and compliance with the terms, conditions, and obligations hereof are not prohibited or limited by, are not in conflict with, and will not result in a breach of or constitute a default under the terms, conditions, or provisions of any evidence of indebtedness, certificate of formation, operating agreement, or any other agreement or instrument to which Developer is now a party or by which it is bound.

2. SMR is a limited liability company, duly formed, validly existing and in good standing, and is duly qualified to do business in the State of Montana. SMR has the power to enter into this Agreement and has duly authorized the execution and delivery of this Agreement by all necessary limited liability company action. As of the Effective Date, SMR had good marketable title to the Property, free and clear of all liens, encumbrances, and defects other than those which do not materially affect the value of the Property or materially interfere with the current use of or the proposed use to be made of the Property. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of and compliance with the terms, conditions, and obligations hereof are not prohibited or limited by, are not in conflict with, and will not result in a breach of or constitute a default under the terms, conditions, or provisions of any evidence of indebtedness, articles of organization, operating agreement, or any other agreement or instrument to which SMR is now a party or by which it is bound.

3. Sheep Mountain 4 Owner is a limited liability limited partnership, duly formed, validly existing and in good standing, and is duly qualified to do business in the State of Montana. Sheep Mountain 4 Owner has the power to enter into this Agreement and has duly authorized the execution and delivery of this Agreement by all necessary limited liability limited partnership action. As of the Closing Date, Sheep Mountain 4 Owner will have good marketable title to the Sheep Mountain 4 Property, free and clear of all liens, encumbrances, and defects other than those which do not materially affect the value of the Sheep Mountain 4 Property, except as has been disclosed to the City in connection with the proposed development of the Sheep Mountain 4 Property, and other than those which do not and will not materially interfere with the use currently made or the use proposed to be made of the Sheep Mountain 4 Property. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of and compliance with the terms, conditions, and obligations hereof are not prohibited or limited by, are not in conflict with, and will not result in a breach of or constitute a default under the terms, conditions, or provisions of any evidence of indebtedness, articles of organization, operating agreement, or any other agreement or instrument to which Sheep Mountain 4 Owner is now a party or by which it is bound.

4. Sheep Mountain 9 Owner is a limited liability limited partnership, duly formed, validly existing and in good standing, and is duly qualified to do business in the State of Montana. Sheep Mountain 9 Owner has the power to enter into this Agreement and has duly authorized the execution and delivery of this Agreement by all necessary limited liability limited partnership action. As of the Closing Date, Sheep Mountain 9 Owner will have good marketable title to the Sheep Mountain 9 Property, free and clear of all liens, encumbrances, and defects other than those which do not materially affect the value of the Sheep Mountain 9 Property, except as has been disclosed to the City in connection with the proposed development of the Sheep Mountain 9 Property, and other than those which do not and will not materially interfere with the use currently made or the use proposed to be made of the Sheep Mountain 9 Property. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of and compliance with the terms, conditions, and obligations hereof are not prohibited or limited by, are not in conflict with, and will not result in a breach of or constitute a default under the terms, conditions, or provisions of any evidence of indebtedness, articles of organization, operating agreement, or any other agreement or instrument to which Sheep Mountain 9 Owner is now a party or by which it is bound.

3. **Compliance with Final Plan.** Developer, SMR, and Owners acknowledge and agree they are subject to the terms, conditions, and commitments of record in the Final Plan, as applicable to each Owner and its Project, and each such party agrees to comply with and be bound by the Final Plan, as applicable to each Owner and its Project. Developer, SMR, and Owners further acknowledge and agree they are subject to the terms, conditions, and commitments described in the Request relating to the Sheep Mountain Development, as applicable to each Owner and its Project, and as approved by the Commission. Developer, SMR, and Owners hereby agree and commit to the City that they will diligently pursue to completion the construction and operation of the Projects, as applicable to each Owner and its Project, in accordance with this Agreement, the Final Plan, the site plans submitted to the City, and all applicable federal, state, and local laws, rules, regulations, ordinances, and plans relating to or governing the development or use of the Sheep Mountain Development.

4. **Allowable Land Use.** Developer, SMR, and Owners understand and agree the Project is restricted to residential use, and commercial use is not permitted.

5. **Infrastructure Obligations.** Developer, SMR, and Owners understand and agree that they are solely responsible for the construction and funding of the following, all of which must be installed and completed for each Project before units in such Project are rented:

- A. water;
- B. sewer;
- C. stormwater;
- D. streets and roads; and,
- E. sidewalks.

**6. Irrigation Ditch Facilities.**

A. Developer, SMR, and Owners acknowledge that SMR has entered into an agreement with the N Street Headgate Ditch Users entitled Irrigation Ditch Layout and Maintenance Agreement relating to the N Street Lateral / Brookstone Ditch System (the “Ditch Agreement”). Developer, SMR, and Owners agree to comply with the terms of the Ditch Agreement and shall be solely responsible for the ongoing operation, inspection, maintenance, repair, and replacement of all ditch segments, swales, infiltration areas, culverts, overflow structures, detention facilities, and related conveyance infrastructure located within the Property, including removal of sediment, vegetation, and debris, repair of erosion or structural damage, and maintaining functional water conveyance and overflow capacity. Developer, SMR, and Owners further agree to coordinate an annual visual inspection of the ditch and related stormwater and conveyance facilities with the City and the Ditch Users prior to April 15 of each calendar year, if requested by either party, for the purpose of reviewing operational condition, identifying maintenance needs, and confirming functionality of the facilities. The City’s participation in any such inspection shall not create any duty or liability on the part of the City to supervise, maintain, certify, or guarantee the condition or performance of the facilities. The City is not a party to the Ditch Agreement, and the City has no responsibility, nor does it guarantee Developer, SMR, or the Owners’ performance under the terms of the Ditch Agreement. In the event that a claim is brought against the City related to the Ditch Agreement, Developer, SMR, and/or the Owners agree to indemnify, defend and hold harmless the City from all claims, losses, damages, expenses, fees including attorney fees, costs, settlements and judgments arising out of the performance of services or resulting in whole or in part from the actual or alleged acts, omissions, or breaches of the Ditch Agreement by Developer, SMR, and/or the Owners, or their employees agents, assigns or others, or the violation of any relevant laws by Developer, SMR, and/or the Owners, or their employees, agents, assigns or others under its control while performing the services under the Ditch Agreement.

B. Pursuant to the attached Final Plan, Developer, SMR, and Owners will construct a minimum of three storm water detention ponds. Developer, SMR, and Owners, and/or their assigns, are required to maintain said ponds so that they operate according to their design and specifications. In the event that the Developer, SMR, and Owners, and/or their assigns, fail to do so, Developer, SMR, and Owners, and/or their assigns, agree that the City has the right to enter the property and take any and all corrective measures, and the cost to do so will be charged to the Developer, SMR, and Owners, and/or their assigns, and if such is not paid within 30 days, the City has the right to place the cost of such on the Developer, SMR, and Owners, and/or their assigns’ tax rolls. The City will continue to operate and maintain the Miles Lane Ditch.

7. **Phasing.** Developer, SMR, and Owners understand and agree that the Project will be developed in phases and pursuant to separate timelines; however, Developer, SMR, and Owners understand and agree that the development of all units of the Project and completion of the infrastructure obligations and other items required by this Agreement shall be fully completed by December 31, 2028.

8. **Conflicts of Interest; City’s Representatives Not Individually Liable.** Each of Developer, SMR, and Owners represents that it does not employ, retain, or contract with an officer

or employee of the City and that no member, officer or employee of the City has a personal or financial interest, direct or indirect, in this Agreement or in the Project. No member, officer, or employee of the City shall be personally liable to Developer, SMR, or Owners in the event of any default under or breach of this Agreement by the City, or for any amount that may become due to Developer for any obligation issued under or arising from the terms of this Agreement.

9. **Runs with Land.** The covenants, agreements, and all statements in this Agreement shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

10. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment, and with the prior written consent of any limited partner of an Owner. Developer, SMR, and Owners understand and agree that minor administrative amendments may be considered and granted by the City Manager. Major or substantive changes require a public hearing before the City Commission.

11. **Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the address shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party’s address. A copy of any notice to an Owner shall be simultaneously sent to the limited partner of such Owner at: U.S. Bancorp Community Investment Corporation, 505 North Seventh Street, 10<sup>th</sup> Floor, Mail Code: SL-MO-T10F, St. Louis, MO 63101, attention: Director of LIHTC Asset Management.

12. **Severability.** If any provision of this Agreement or the application thereof to any person or entity or circumstance shall, to any extent, be illegal, invalid, and/or unenforceable, the remainder of this Agreement or the application of such provision to persons or entities or circumstances other than those as to which it is illegal, invalid, and/or unenforceable, as the case may be, shall not be affected, and each provision of this Agreement shall be legal, valid, and enforceable to the extent permitted by law. The illegality, invalidity, and/or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the legality, validity, and/or enforceability thereof in any other jurisdiction.

13. **Headings.** The headings of articles and sections in this Agreement are inserted for convenience of reference only and do not limit or amplify the terms and provisions of the Agreement in any manner. The headings will be ignored and will not affect the construction of any provision of this Agreement.

14. **Governing Law.** This Agreement and the legal relations between the parties hereto will be governed by and construed in accordance with the laws of the State of Montana. In the

event that litigation is instituted, the suit must be filed in the Park County District Court, Livingston, Montana.

15. **Assignment.** This Agreement may not be assigned by Developer, SMR, and Owners without the expressed written consent of the City and with the prior written approval of any limited partner of Sheep Mountain 4 Owner and/or Sheep Mountain 9 Owner, as applicable.

16. **Successors Bound By Agreement.** This Agreement will inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

17. **Counterpart Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including, but not limited to, DocuSign) by any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement, and this Development Agreement is effective as of the Effective Date.

*{Signature page(s) to follow}*

**DEVELOPER:**

**BOUNDARY DEVELOPMENT LLC,**  
a Montana limited liability company

By: \_\_\_\_\_  
Name: Joseph Walsh  
Its: Authorized Member

**SMR:**

**SHEEP MOUNTAIN RESIDENCES LLC,**  
a Montana limited liability company

By: Boundary Development LLC,  
a Montana limited liability company  
its Manager

By: \_\_\_\_\_  
Name: Joseph Walsh  
Its: Authorized Member

**SHEEP MOUNTAIN 4 OWNER:**

**SHEEP MOUNTAIN 4 LLLP,**  
a Montana limited liability limited partnership

By: Sheep Mountain 4 LLC,  
a Montana limited liability company  
its Managing General Partner

By: Sheep Mountain Residences LLC,  
a Montana limited liability company  
its Manager

By: Boundary Development LLC,  
a Montana limited liability company  
its Manager

By: \_\_\_\_\_  
Name: Joseph Walsh  
Its: Authorized Member

**SHEEP MOUNTAIN 4 OWNER:**

**SHEEP MOUNTAIN 4 LLLP,**  
a Montana limited liability limited partnership

By: Sheep Mountain 4 HRDC IX LLC,  
a Montana limited liability company  
its Administrative General Partner

By: Human Resource Development Council of District IX, Inc.,  
a Montana nonprofit corporation  
its Sole Member

By: \_\_\_\_\_  
Name: Heather Grenier  
Its: Chief Executive Officer

**SHEEP MOUNTAIN 9 OWNER:**

**SHEEP MOUNTAIN 9 LLLP,**  
a Montana limited liability limited partnership

By: Sheep Mountain 9 LLC,  
a Montana limited liability company  
its Managing General Partner

By: Sheep Mountain Residences LLC,  
a Montana limited liability company  
its Manager

By: Boundary Development LLC,  
a Montana limited liability company  
its Manager

By: \_\_\_\_\_  
Name: Joseph Walsh  
Its: Authorized Member

**SHEEP MOUNTAIN 9 OWNER:**

**SHEEP MOUNTAIN 9 LLLP,**  
a Montana limited liability limited partnership

By: Sheep Mountain 9 HRDC IX LLC,  
a Montana limited liability company  
its Administrative General Partner

By: Human Resource Development Council of District IX, Inc.,  
a Montana nonprofit corporation  
its Sole Member

By: \_\_\_\_\_  
Name: Heather Grenier  
Its: Chief Executive Officer

**CITY OF LIVINGSTON, MONTANA:**

City of Livingston

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

Melissa Nootz

Its: City Commission Chair

Attest:

\_\_\_\_\_

Jon M. Hesse

Civil City Attorney

**EXHIBIT A**

**Final Plan**

**File Attachments for Item:**

**B. RESOLUTION 5190: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ACCEPTING THREE UTILITY EASEMENTS GRANTED BY SHEEP MOUNTAIN RESIDENCES, LLC FOR THE SHEEP MOUNTAIN PLANNED UNIT DEVELOPMENT AND AUTHORIZING CITY MANAGER TO SIGN ASSOCIATED DOCUMENTS.**



**DATE:** June 2, 2026  
**TO:** Chair Nootz and City Commissioners  
**FROM:** Grant Gager, City Manager  
**RE:** Staff Report for Resolution 5190 Accepting Utility Easements

---

**Recommendation and Summary**

Staff recommends the Commission approve Resolution 5190 by adopting the following motion:  
*"I move to approve Resolution 5190 and authorize the Chair to sign."*

The reasons for the recommendation are as follows:

- The City Commission approved the Sheep Mountain Planned Unit Development in August 2025.
- The approval required dedication of certain easements prior to construction.

**Introduction and History**

The City Commission approved the Sheep Mountain Residences Planned Unit Development at its meeting on August 19, 2025. As part of the approval, the development is required to construction certain public infrastructure and provide related easements to the City.

**Analysis**

The granting of easements is required to ensure that access to constructed infrastructure is legally enforceable.

**Fiscal Impact**

There is no fiscal impact arising from these easement approvals.

**Strategic Alignment**

The operation and maintenance of infrastructure is critical to City operations.

**Attachments**

- Attachment A: Resolution 5190, including 3 Easement Exhibits

**RESOLUTION NO. 5190**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ACCEPTING THREE UTILITY EASEMENTS GRANTED BY SHEEP MOUNTAIN RESIDENCES, LLC FOR THE SHEEP MOUNTAIN PLANNED UNIT DEVELOPMENT AND AUTHORIZING CITY MANAGER TO SIGN ASSOCIATED DOCUMENTS.**

**WHEREAS** Sheep Mountain LLC is approved to develop the Sheep Mountain Planned Unit Development on Lots 8A & 9A of the amended plat of Lots 8, 9 and 10 in the Brookstone Major Subdivision located the City of Livingston, Park County, Montana; and

**WHEREAS**, the City requires utility easements for existing and proposed utilities within the project area for the purpose of accessing, constructing, operating, maintaining and repairing said utilities, as applicable.

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

That the City Commission hereby accepts the easements provided in the attached Exhibits A, B and C and authorizes the City Manager to sign the easement documents.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, Montana, this \_\_\_\_ day of June, 2026.

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

**ATTEST:**  
  
\_\_\_\_\_  
**EMILY HUTCHINSON – City Clerk**

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
**JON HESSE – City Attorney**

Return to:  
City Clerk  
City of Livingston  
206 E. Park Street  
Livingston, MT 59047

**Resolution 5190- Exhibit A**

**WATER PIPELINE EASEMENT AND AGREEMENT**  
**(Existing Main)**

The Undersigned, **Sheep Mountain Residences LLC**, a Montana limited liability, of 424 E. Main Street, Suite 202B, Bozeman, MT 59715, hereinafter referred to as “GRANTOR”, for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to the **City of Livingston**, a Montana municipal corporation and political subdivision of the State of Montana, of 206 E. Park Street, Livingston, MT 59047, hereinafter referred to as “GRANTEE”, its successors, assigns, lessees, licensees and agents, a perpetual twenty foot (20’) wide easement (the “Easement”) that is appurtenant to and runs with the land, to lay, construct, reconstruct, modify, change, add to, operate, maintain and remove a 10-inch water pipeline and such facilities valves, hydrants, connections, accessories and appurtenances for the purposes of transmitting water, from time to time, as GRANTEE may require in, through, upon, over, under and across a portion of the following described land situated in Park County, State of Montana, which the GRANTOR owns described as follows:

A 20-foot wide easement in and across a portion of Lot 8A of the Amended Plat of Lots 8, 9, and 10, Brookstone Major Subdivision in the NW ¼ of Section 7, Township 2 South, Range 10 East, PMM, City of Livingston, Park County, Montana on file in the records of Park County, Montana.

The Easement is more particularly described in the attached Exhibit A which is incorporated herein by reference.

GRANTOR further conveys to GRANTEE, its successors, permittees, licensees, and assigns and its and their agents and employees the following rights:

- 1) The right of the GRANTEE, to enter at all times upon the above-described land Easement by using existing roads or trails or otherwise by a route causing the least damage and inconvenience to the GRANTOR in order to perform the functions set for herein.

2) The right of the GRANTEE to inspect, construct, operate, patrol, repair, substitute, remove, enlarge, replace, and maintain the water line, services, connections, accessories and appurtenances within the Easement.

3) The right of the GRANTEE to trim, remove, or otherwise control any obstructions, trees and brush inside the boundaries of the Easement which may, in the opinion of the GRANTEE, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of the sewer line(s).

THE GRANTEE AGREES:

1) That, in connection with the inspection, construction, operating, patrolling, repairing, substituting, removing, enlarging, replacing, and maintaining of said water pipeline, it will repair or replace, at its sole expense, or pay to GRANTOR the reasonable value of any damages to existing fences, sidewalks, asphalt, ditches, and other appurtenances of said land that may be disturbed by its operation. Above-ground amenities or structures shall be removed and/or paid for by GRANTOR after consultation with the GRANTEE regarding the work proposed to be completed, and a determination that a less intrusive or damaging option is not feasible.

2) That, during operations involving inspection, excavation, repair, maintenance and replacement, it will remove from the site any large rocks or surplus excavating material or any debris that may have been exposed by the excavation and remains after backfilling is completed, and, it will leave the finished surface in substantially the same condition as existed prior to the beginning of operations.

3) GRANTEE shall indemnify and hold GRANTOR harmless for all liability or damages caused to or sustained by GRANTOR as a result of GRANTEE'S exercise of the rights and privileges herein granted, including without limitation indemnification against any environmental liability arising from GRANTEE'S water line and related infrastructure. GRANTEE shall have no responsibility for documented pre-existing environmental contamination or liabilities within the Easement, unless such contamination was caused by GRANTEE.

4) The GRANTEE shall conduct its routine inspection, maintenance, repair, and replacement work on the water line in a manner that does not prevent the ongoing vehicular access to GRANTOR'S property. In the event of emergency inspection, maintenance, repair, and replacement work, GRANTOR acknowledges that interference with access may occur as needed to address the emergency situation.

THE GRANTOR AGREES:

1) At no time will GRANTOR build, construct, erect or maintain any permanent structure within the boundaries of said Easement without the prior written consent of GRANTEE.

2) No trees, or above ground amenities, such as barbeques and playground equipment, or structures shall be placed in the Easement area.

3) The GRANTOR warrants that it is lawfully seized and possessed of the real property described above, that it has a lawful right to convey the property, or any part of it, and that it will forever defend the title to this property against the claims of all persons.

4) The GRANTEE may peaceably hold and enjoy the rights and privileges herein granted without any interruption by the GRANTOR.

The rights, conditions and provisions of this Easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**GRANTOR:**

Sheep Mountain Residences LLC,  
a Montana limited liability company

By: Boundary Development LLC,  
a Montana limited liability company  
its Manager

By: \_\_\_\_\_  
Name: Joseph Walsh  
Its: Authorized Member

STATE OF MONTANA     )  
  :ss  
County of Missoula     )

This instrument was signed before me by use of communications technology on \_\_\_\_\_, 2026, by Joseph Walsh, Authorized Member of Boundary Development LLC, a Montana limited liability company, the Manager of Sheep Mountain Residences LLC, a Montana limited liability company, who declared that he is located in San Francisco, California, at the time of this notarial act.

WITNESS my hand and official seal.

\_\_\_\_\_  
Printed Name: Mahkia L. Clark  
Notary Public for the State of Montana

This electronic notarization was performed by means of live audio-video communication technology using PandaDoc.

**GRANTEE:**

City of Livingston

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

Name: Melissa Nootz

Its: City Commission Chair

STATE OF MONTANA     )

:ss

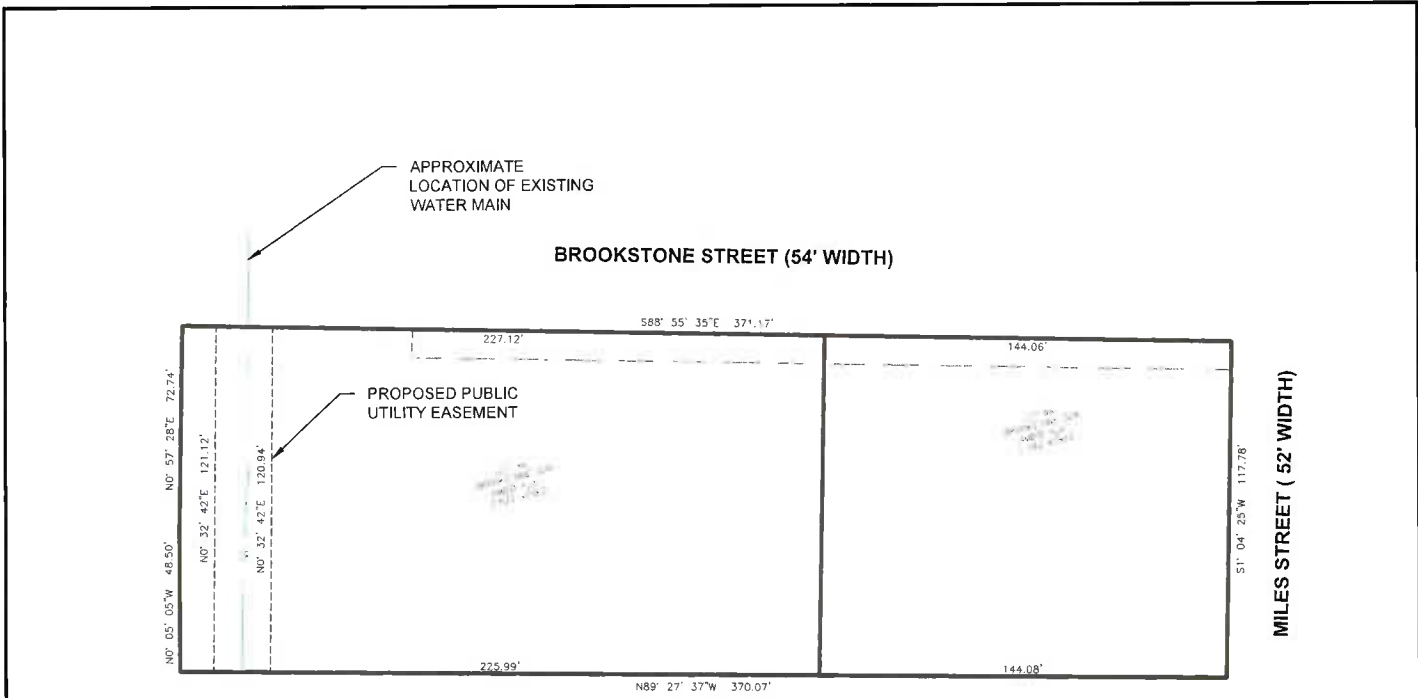
County of Park         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **Melissa Nootz, City Commission Chair**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for the State of Montana

( S E A L )



**EXHIBIT A**  
 A 20 FOOT WIDE EASEMENT IN AND ACROSS A PORTION OF LOT 8A OF THE AMENDED PLAT OF LOTS 8, 9, AND 10, BROOKSTONE MAJOR SUBDIVISION IN THE NW ¼ OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 10 EAST, PMM, CITY OF LIVINGSTON, PARK COUNTY, MONTANA FOR ACCESS, INSTALLATION, AND MAINTENANCE OF UTILITIES.



**GRAPHIC SCALE**  
 0 25 50  
 ( IN FEET )  
 1 inch = 50 ft.



**HEADWATERS ENGINEERING**  
 1105 REEVES RD WEST, SUITE 6, BOZEMAN, MT 59718  
 HEADWATERSMT.NET 406-581-5730

DRAWN BY: GPS  
 DATE: 5/8/2026  
 REVISION DATE:  
 PROJECT #: 2119.002  
 LOCATION: LIVINGSTON

**EXHIBIT A**  
**UTILITY EASEMENT**  
**LOT 8A**

Plot Date: 5/8/2026 9:37 AM  
 H:\2119\001\ACAD\SHETS\EXHIBITS\EASEMENT\_EXH\_EXISTING.dwg

Return to:  
City Clerk  
City of Livingston  
206 E. Park Street  
Livingston, MT 59047

**Resolution 5190- Exhibit B**

**WATER PIPELINE EASEMENT AND AGREEMENT**  
**(West)**

The Undersigned, **Sheep Mountain Residences LLC**, a Montana limited liability, of 424 E. Main Street, Suite 202B, Bozeman, MT 59715, hereinafter referred to as “GRANTOR”, for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to the **City of Livingston**, a Montana municipal corporation and political subdivision of the State of Montana, of 206 E. Park Street, Livingston, MT 59047, hereinafter referred to as “GRANTEE”, its successors, assigns, lessees, licensees and agents, a perpetual ten foot (10’) wide easement (the “Easement”) that is appurtenant to and runs with the land, to lay, construct, reconstruct, modify, change, add to, operate, maintain and remove an 8-inch water pipeline and such facilities valves, hydrants, connections, accessories and appurtenances for the purposes of transmitting water, from time to time, as GRANTEE may require in, through, upon, over, under and across a portion of the following described land situated in Park County, State of Montana, which the GRANTOR owns described as follows:

Lot 8A of the Amended Plat of Lots 8, 9, and 10, Brookstone Major Subdivision in the NW ¼ of Section 7, Township 2 South, Range 10 East, PMM, City of Livingston, Park County, Montana on file in the records of Park County, Montana.

The Easement is more particularly described in the attached Exhibit A which is incorporated herein by reference.

GRANTOR further conveys to GRANTEE, its successors, permittees, licensees, and assigns and its and their agents and employees the following rights:

- 1) The right of the GRANTEE, to enter at all times upon the above-described land Easement by using existing roads or trails or otherwise by a route causing the least damage and inconvenience to the GRANTOR in order to perform the functions set for herein.

2) The right of the GRANTEE to inspect, construct, operate, patrol, repair, substitute, remove, enlarge, replace, and maintain the water line, services, connections, accessories and appurtenances within the Easement.

3) The right of the GRANTEE to trim, remove, or otherwise control any obstructions, trees and brush inside the boundaries of the Easement which may, in the opinion of the GRANTEE, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of the water line(s). No trees shall be planted over the location of the water main.

THE GRANTEE AGREES:

1) That, in connection with the inspection, construction, operating, patrolling, repairing, substituting, removing, enlarging, replacing, and maintaining of said water pipeline, it will repair or replace, at its sole expense, or pay to GRANTOR the reasonable value of any damages to existing fences, sidewalks, asphalt, ditches, and other appurtenances of said land that may be disturbed by its operation. Above-ground amenities or structures shall be removed and/or paid for by GRANTOR after consultation with the GRANTEE regarding the work proposed to be completed, and a determination that a less intrusive or damaging option is not feasible.

2) That, during operations involving inspection, excavation, repair, maintenance and replacement, it will remove from the site any large rocks or surplus excavating material or any debris that may have been exposed by the excavation and remains after backfilling is completed, and, it will leave the finished surface in substantially the same condition as existed prior to the beginning of operations.

3) GRANTEE shall indemnify and hold GRANTOR harmless for all liability or damages caused to or sustained by GRANTOR as a result of GRANTEE'S exercise of the rights and privileges herein granted, including without limitation indemnification against any environmental liability arising from GRANTEE'S water line and related infrastructure. GRANTEE shall have no responsibility for documented pre-existing environmental contamination or liabilities within the Easement, unless such contamination was caused by GRANTEE.

4) The GRANTEE shall conduct its routine inspection, maintenance, repair, and replacement work on the water line in a manner that does not prevent the ongoing vehicular access to GRANTOR'S property. In the event of emergency inspection, maintenance, repair, and replacement work, GRANTOR acknowledges that interference with access may occur as needed to address the emergency situation.

THE GRANTOR AGREES:

1) At no time will GRANTOR build, construct, erect or maintain any permanent structure within the boundaries of said Easement without the prior written consent of GRANTEE.

2) Any above ground amenities, such as barbeques and playground equipment placed within the Easement Area, shall be removed by GRANTOR at GRANTOR's cost, upon request. In the event of an emergency, GRANTEE may remove all encroachments, and the GRANTOR will pay for the cost that the GRANTEE incurs to remove the encroachments and the replacement of previously existing amenities.

3) The GRANTOR warrants that it is lawfully seized and possessed of the real property described above, that it has a lawful right to convey the property, or any part of it, and that it will forever defend the title to this property against the claims of all persons.

4) The GRANTEE may peaceably hold and enjoy the rights and privileges herein granted without any interruption by the GRANTOR.

The rights, conditions and provisions of this Easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**GRANTOR:**

Sheep Mountain Residences LLC,  
a Montana limited liability company

By: Boundary Development LLC,  
a Montana limited liability company  
its Manager

By: \_\_\_\_\_  
Name: Joseph Walsh  
Its: Authorized Member

STATE OF MONTANA     )  
  :ss  
County of Missoula     )

This instrument was signed before me by use of communications technology on \_\_\_\_\_, 2026, by Joseph Walsh, Authorized Member of Boundary Development LLC, a Montana limited liability company, the Manager of Sheep Mountain Residences LLC, a Montana limited liability company, who declared that he is located in San Francisco, California, at the time of this notarial act.

WITNESS my hand and official seal.

\_\_\_\_\_  
Printed Name: Mahkia L. Clark  
Notary Public for the State of Montana

This electronic notarization was performed by means of live audio-video communication technology using PandaDoc.

**GRANTEE:**

City of Livingston

By: \_\_\_\_\_  
Melissa Nootz  
Its: City Commission Chair

STATE OF MONTANA     )  
  :SS  
County of Park            )

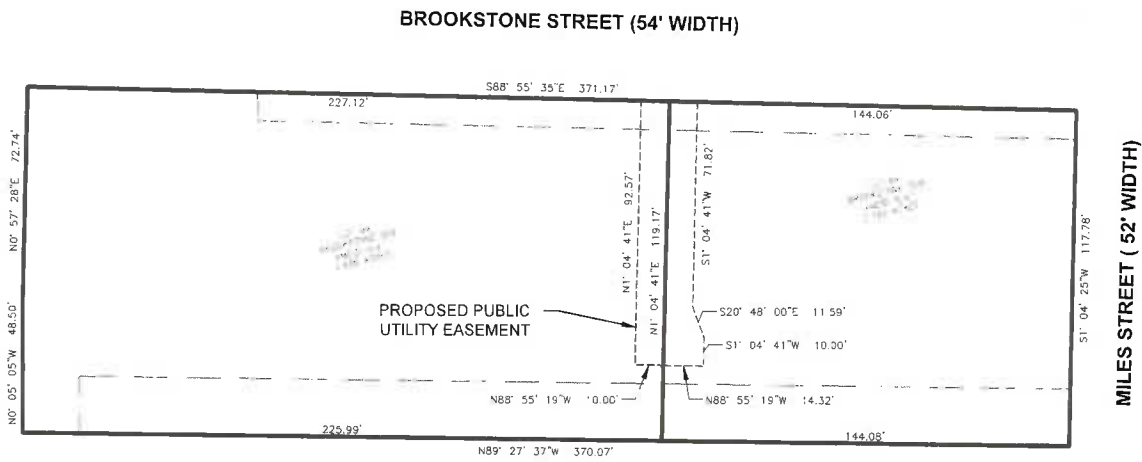
On this \_\_\_\_ day of \_\_\_\_\_ 2026, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **Melissa Nootz, City Commission Chair**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

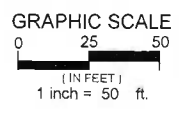
\_\_\_\_\_  
Notary Public for the State of Montana

( S E A L )

DRAFT  
SUBJECT TO REVIEW BY  
PLS.



**EXHIBIT A**  
 A 10 FOOT WIDE EASEMENT IN AND ACROSS A PORTION OF LOT 8A OF THE AMENDED PLAT OF LOTS 8, 9, AND 10, BROOKSTONE MAJOR SUBDIVISION IN THE NW ¼ OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 10 EAST, PMM, CITY OF LIVINGSTON, PARK COUNTY, MONTANA FOR ACCESS, INSTALLATION, AND MAINTENANCE OF UTILITIES.



**HEADWATERS ENGINEERING**  
 1105 REEVES RD WEST, SUITE 6, BOZEMAN, MT 59718  
 HEADWATERSMT.NET 406-561-5730

DRAWN BY: JTG  
 DATE: 4/17/2026  
 REVISION DATE:  
 PROJECT #: 2119.002  
 LOCATION: LIVINGSTON

**EXHIBIT A**  
**UTILITY EASEMENT**  
**LOT 8A**

**Return to:  
City Clerk  
City of Livingston  
206 E. Park Street  
Livingston, MT 59047**

***Resolution 5190- Exhibit C***

**WATER PIPELINE EASEMENT AND AGREEMENT  
(East)**

The Undersigned, **Sheep Mountain Residences LLC**, a Montana limited liability, of 424 E. Main Street, Suite 202B, Bozeman, MT 59715, hereinafter referred to as “GRANTOR”, for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to the **City of Livingston**, a Montana municipal corporation and political subdivision of the State of Montana, of 206 E. Park Street, Livingston, MT 59047, hereinafter referred to as “GRANTEE”, its successors, assigns, lessees, licensees and agents, a perpetual easement (the “Easement”), with a width that ranges from 10 feet to 14.32 feet, that is appurtenant to and runs with the land, to lay, construct, reconstruct, modify, change, add to, operate, maintain and remove an 8-inch water pipeline and such facilities valves, hydrants, connections, accessories and appurtenances for the purposes of transmitting water, from time to time, as GRANTEE may require in, through, upon, over, under and across a portion of the following described land situated in Park County, State of Montana, which the GRANTOR owns described as follows:

A variable width easement in and across a portion of Lot 9A of the Amended Plat of Lots 8, 9, and 10, Brookstone Major Subdivision in the NW ¼ of Section 7, Township 2 South, Range 10 East, PMM, City of Livingston, Park County, Montana on file in the records of Park County, Montana.

The Easement is more particularly described in the attached Exhibit A which is incorporated herein by reference.

GRANTOR further conveys to GRANTEE, its successors, permittees, licensees, and assigns and its and their agents and employees the following rights:

- 1) The right of the GRANTEE, to enter at all times upon the above-described land Easement by using existing roads or trails or otherwise by a route causing the least damage and inconvenience to the GRANTOR in order to perform the functions set for herein.

2) The right of the GRANTEE to inspect, construct, operate, patrol, repair, substitute, remove, enlarge, replace, and maintain the water line, services, connections, accessories and appurtenances within the Easement.

3) The right of the GRANTEE to trim, remove, or otherwise control any obstructions, trees and brush inside the boundaries of the Easement which may, in the opinion of the GRANTEE, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of the waterline(s). No trees shall be planted over the location of the water main.

THE GRANTEE AGREES:

1) That, in connection with the inspection, construction, operating, patrolling, repairing, substituting, removing, enlarging, replacing, and maintaining of said water pipeline, it will repair or replace, at its sole expense, or pay to GRANTOR the reasonable value of any damages to existing fences, sidewalks, asphalt, ditches, and other appurtenances of said land that may be disturbed by its operation. Above-ground amenities or structures shall be removed and/or paid for by GRANTOR after consultation with the GRANTEE regarding the work proposed to be completed, and a determination that a less intrusive or damaging option is not feasible.

2) That, during operations involving inspection, excavation, repair, maintenance and replacement, it will remove from the site any large rocks or surplus excavating material or any debris that may have been exposed by the excavation and remains after backfilling is completed, and, it will leave the finished surface in substantially the same condition as existed prior to the beginning of operations.

3) GRANTEE shall indemnify and hold GRANTOR harmless for all liability or damages caused to or sustained by GRANTOR as a result of GRANTEE'S exercise of the rights and privileges herein granted, including without limitation indemnification against any environmental liability arising from GRANTEE'S water line and related infrastructure. GRANTEE shall have no responsibility for documented pre-existing environmental contamination or liabilities within the Easement, unless such contamination was caused by GRANTEE.

4) The GRANTEE shall conduct its routine inspection, maintenance, repair, and replacement work on the water line in a manner that does not prevent the ongoing vehicular access to GRANTOR'S property. In the event of emergency inspection, maintenance, repair, and replacement work, GRANTOR acknowledges that interference with access may occur as needed to address the emergency situation.

THE GRANTOR AGREES:

1) At no time will GRANTOR build, construct, erect or maintain any permanent structure within the boundaries of said Easement without the prior written consent of GRANTEE.

2) Any above ground amenities, such as barbeques and playground equipment placed within the Easement Area, shall be removed by GRANTOR at GRANTOR's cost, upon request. In the event of an emergency, GRANTEE may remove all encroachments, and the GRANTOR will pay for the cost that the GRANTEE incurs to remove the encroachments and the replacement of previously existing amenities.

3) The GRANTOR warrants that it is lawfully seized and possessed of the real property described above, that it has a lawful right to convey the property, or any part of it, and that it will forever defend the title to this property against the claims of all persons.

4) The GRANTEE may peaceably hold and enjoy the rights and privileges herein granted without any interruption by the GRANTOR.

The rights, conditions and provisions of this Easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**GRANTOR:**

Sheep Mountain Residences LLC,  
a Montana limited liability company

By: Boundary Development LLC,  
a Montana limited liability company  
its Manager

By: \_\_\_\_\_  
Name: Joseph Walsh  
Its: Authorized Member

STATE OF MONTANA     )  
  :ss  
County of Missoula     )

This instrument was signed before me by use of communications technology on \_\_\_\_\_, 2026, by Joseph Walsh, Authorized Member of Boundary Development LLC, a Montana limited liability company, the Manager of Sheep Mountain Residences LLC, a Montana limited liability company, who declared that he is located in San Francisco, California, at the time of this notarial act.

WITNESS my hand and official seal.

\_\_\_\_\_  
Printed Name: Mahkia L. Clark  
Notary Public for the State of Montana

This electronic notarization was performed by means of live audio-video communication technology using PandaDoc.

**GRANTEE:**

City of Livingston

By: \_\_\_\_\_  
Melissa Nootz  
Its: City Commission Chair

STATE OF MONTANA     )  
  :SS  
County of Park            )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **Melissa Nootz, City Commission Chair**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

\_\_\_\_\_  
Notary Public for the State of Montana

( S E A L )

DRAFT  
SUBJECT TO REVIEW BY  
PLS.

BROOKSTONE STREET (54' WIDTH)

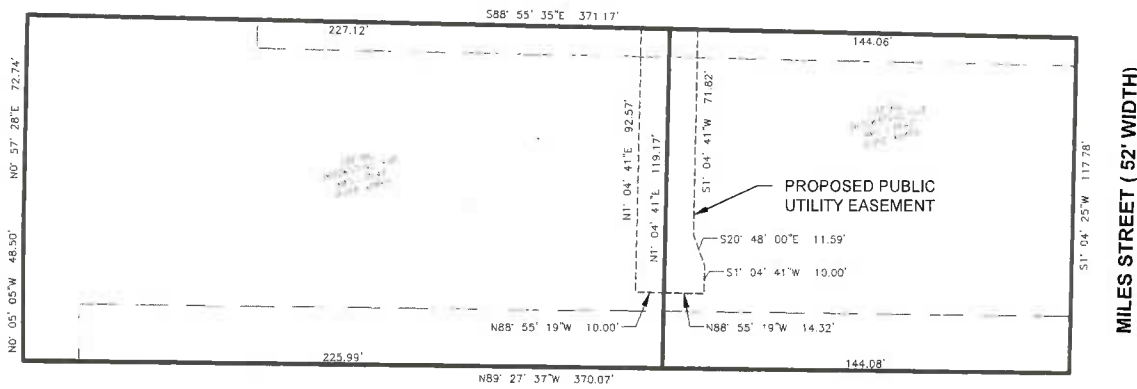


EXHIBIT A

A VARIABLE WIDTH EASEMENT IN AND ACROSS A PORTION OF LOT 9A OF THE AMENDED PLAT OF LOTS 8, 9, AND 10, BROOKSTONE MAJOR SUBDIVISION IN THE NW ¼ OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 10 EAST, PMM, CITY OF LIVINGSTON, PARK COUNTY, MONTANA FOR ACCESS, INSTALLATION, AND MAINTENANCE OF UTILITIES.



GRAPHIC SCALE  
0 25 50  
(IN FEET)  
1 inch = 50 ft.



**HEADWATERS  
ENGINEERING**

1105 REEVES RD WEST, SUITE 6, BOZEMAN, MT 59718  
HEADWATERSMT.NET 406-581-5730

DRAWN BY: JTG  
DATE: 4/17/2026  
REVISION DATE:  
PROJECT #: 2119.002  
LOCATION: LIVINGSTON

EXHIBIT A  
UTILITY EASEMENT  
LOT 9A

Plot Date: 4/17/2026 9:16 AM  
H:\2119\001\ACAD\SHEETS\EXHIBITS\EASEMENT EX1.dwg

**File Attachments for Item:**

**C. CONTINUATION OF UPDATE FROM CITY FIRE DEPARTMENT**



**DATE:** June 2, 2026  
**TO:** Chair Nootz and City Commissioners  
**FROM:** Grant Gager, City Manager  
**RE:** Continuation of Update from City Fire and Rescue Department

---

**Recommendation and Summary**

The City Manager is providing an opportunity for the City Commission to continue its conversation related to the update from the Fire and Rescue Department. As such, no motion is requested nor required from the Commission.

The reasons for the discussion are as follows:

- The City Commission received an update from the City of Livingston’s Fire and Rescue Department at its meeting on May 19, 2026, but did not have time to ask questions.

**Introduction and History**

The Department includes both full-time staff members and reserve employees jointly funded from the City’s General and the Ambulance Funds. The Department is responsible for fire prevention and suppression within the City and also provide ambulance service in the area around the City.

The Department also manages the mobile crisis response program within Park County with an additional full-time staff member and several on-call employees.

**Analysis**

At the May 19, 2026, Commission meeting, a number of topics were raised that will be addressed.

**Fiscal Impact**

There is no fiscal impact arising from this departmental update.

**Strategic Alignment**

The Commission identified department updates as a priority at the January 14, 2026, work session.

**Attachments**

- Attachment A: 2024 Consolidation Study

June 2024

## Consolidation Feasibility Study



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

Livingston, MT

*Prepared by:*



**FITCH & ASSOCIATES, LLC**

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# CONSULTANT REPORT

# Livingston and Park County, MT Consolidation Feasibility Study

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# EXECUTIVE SUMMARY

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

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

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

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

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

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

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

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

# DESCRIPTION OF THE COMMUNITY SERVED

## History of Agency

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

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

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

## Legal Basis

### *Livingston Fire Rescue*

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

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

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

**Fire Protection Services**

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

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

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

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

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

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

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

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

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

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

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

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

**Park County Rural Fire District #1**

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

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

**Rural Fire Districts Authorized – Petition**

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

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

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

**Operation of Fire Districts**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Community Characteristics

## Geography and Population

### Livingston

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

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

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

### Park County

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

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

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

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

<sup>3</sup> US Census 2020 Quick Facts  
<sup>4</sup> Us Census 2020 Quick Facts  
<sup>5</sup> US Census 2020 Quick Facts  
<sup>6</sup> Us Census 2020 Quick Facts

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

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

**Demographic Comparisons of Park County and Livingston**

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

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

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

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

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

**Climate**

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

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

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

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

**Disaster Management and Readiness**

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

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

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

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

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

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

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

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

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

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

# SERVICES PROVIDED

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

## Fire

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

## EMS

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

## Rescue

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

## HazMat

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

## Wildland

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

# CURRENT AGENCY ORGANIZATION

## Organizational Structure

### *Livingston Fire Rescue*

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

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

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

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

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

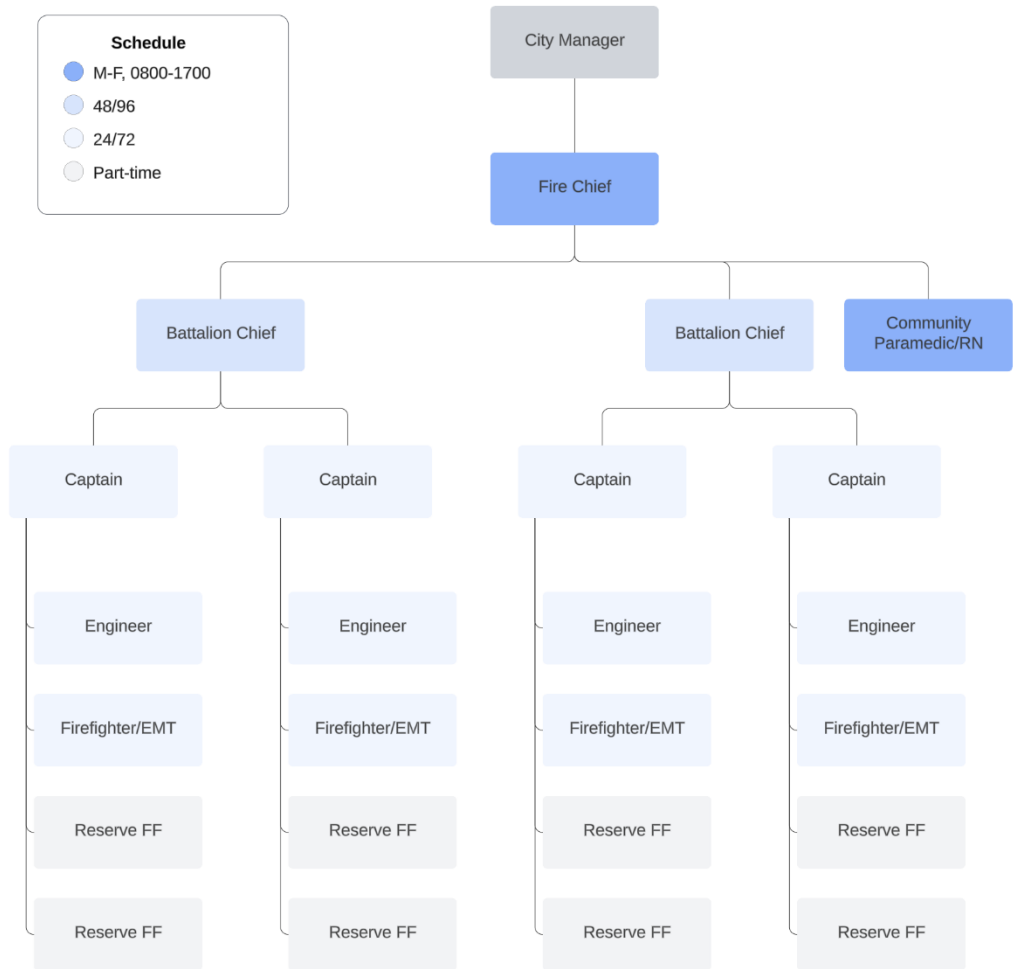
Each of the 4-platoon shifts is staffed with a captain, engineer, firefighter/EMT and up to two part-time reserve firefighters. However, the consistency of the part-time staffing is difficult to determine with the available data. Additionally, LFR uses frequent callbacks to meet periods of peak demand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

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

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

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

**Figure 2: Current LFR Organizational Chart**



**Park County Rural Fire District #1**

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

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

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

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

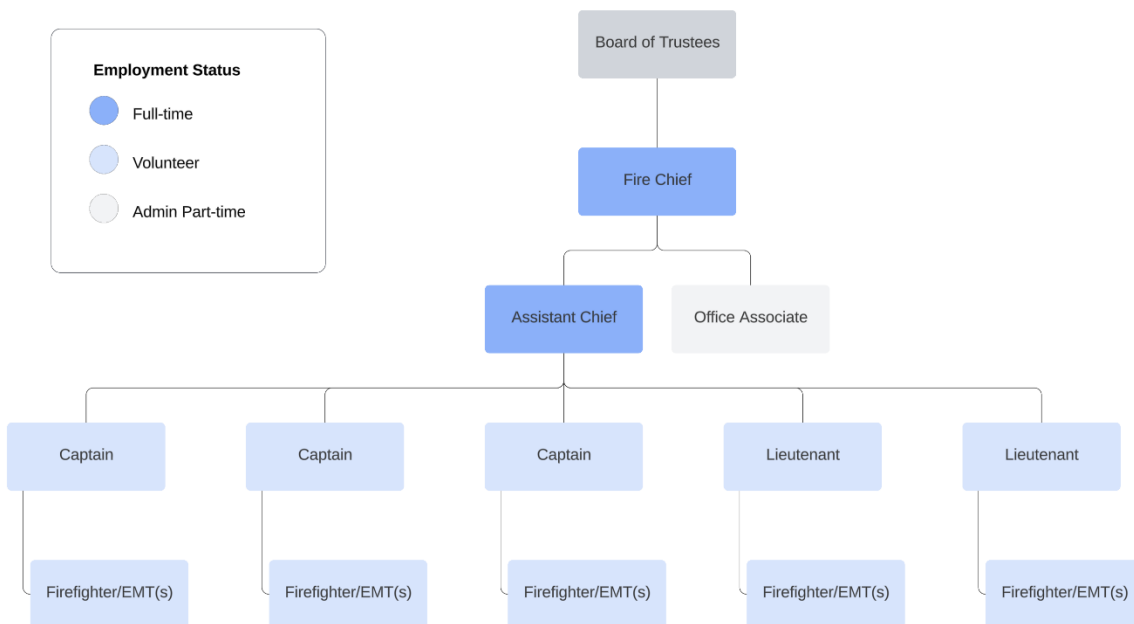
**Observation:**  
The merging of career fire/EMS professionals into an environment that has depended heavily on volunteer fire fighters and residency college students can bring about a number of workplace culture challenges.

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

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

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

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



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

# Fixed Facilities and Demand Zones

## *City of Livingston*

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

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

## *Park County Rural Fire District #1*

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

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

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

## *Considerations of Consolidation*

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

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

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

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

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

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

## Apparatus and Equipment

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

*F.1 General.*

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

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

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

**Table 3: PCFRD #1 Fleet**

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

**Table 4: LFR Fleet**

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

|            |      |                   |                 |
|------------|------|-------------------|-----------------|
| Command #1 | 2023 | Ford F-150 pickup | Command Officer |
|            |      |                   |                 |

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

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

## Guiding Documents

### *Labor Agreements*

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

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

**ARTICLE 1 – RECOGNITION**

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

- \*Fire Chief
- \*All Reserve members

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

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

\*\*\*\*\*

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

**ARTICLE 4 – MANAGEMENT RIGHTS**

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

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

\*\*\*\*\*

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 6.6 – Transfer Pay -**

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

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

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

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

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

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

\*\*\*\*\*

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

**ARTICLE 15 - TRAINING**

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

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

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

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

\*\*\*\*\*

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

**ARTICLE 16 – HOURS OF WORK**

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

\*\*\*\*\*

**ARTICLE 17 - SUPPLEMENTAL AGREEMENT**

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

\*\*\*\*\*

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

**ARTICLE 20 - TERM OF AGREEMENT**

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

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

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

**Observation:**

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

**Recommendation:**

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

***Policies and Procedures***

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

**Financial Basis**

***City of Livingston***

***Budget Overview***

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

**Observation:**

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

**Recommendation:**

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

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

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

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

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

**Fire Services Budget**

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

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

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

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

**EMS Services Budget**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Interfacility Services Budget**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Rural Park District #1**

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

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

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

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

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

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

**Table 20: PCRFD #1 Revenues**

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

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

**Table 21: PCRFD #1 Expenditures**

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

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

# ESTABLISHING BASELINE PERFORMANCE

## Community Demand

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

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

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

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

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

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

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

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

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

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

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

## Response Time Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

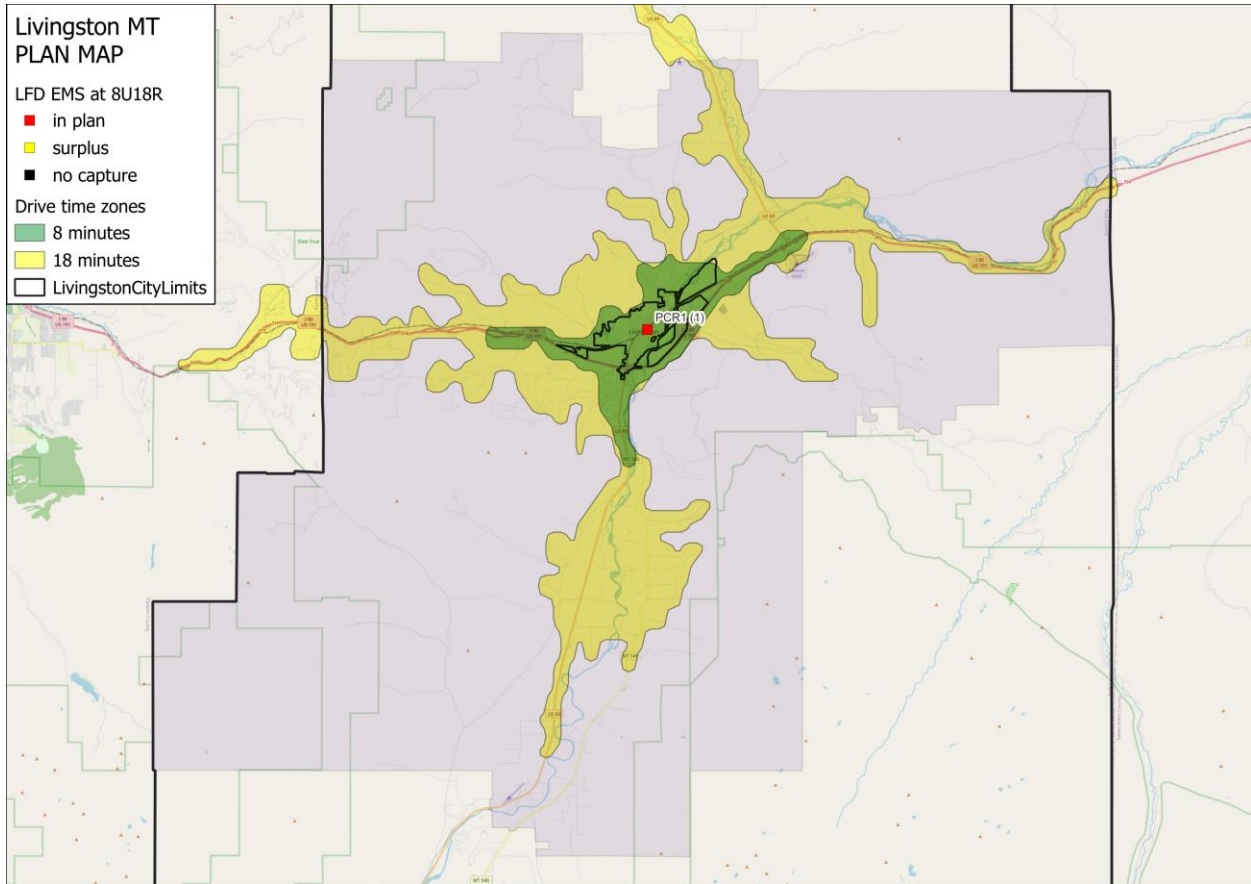
When referring to the marginal utility analyses provided in the tables on the following pages, ascending rank order is the station’s capability to cover risk (incidents) for all calls in relation to the total historical call volume of the sample period CY22. Station is the identifier for the current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

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

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

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

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



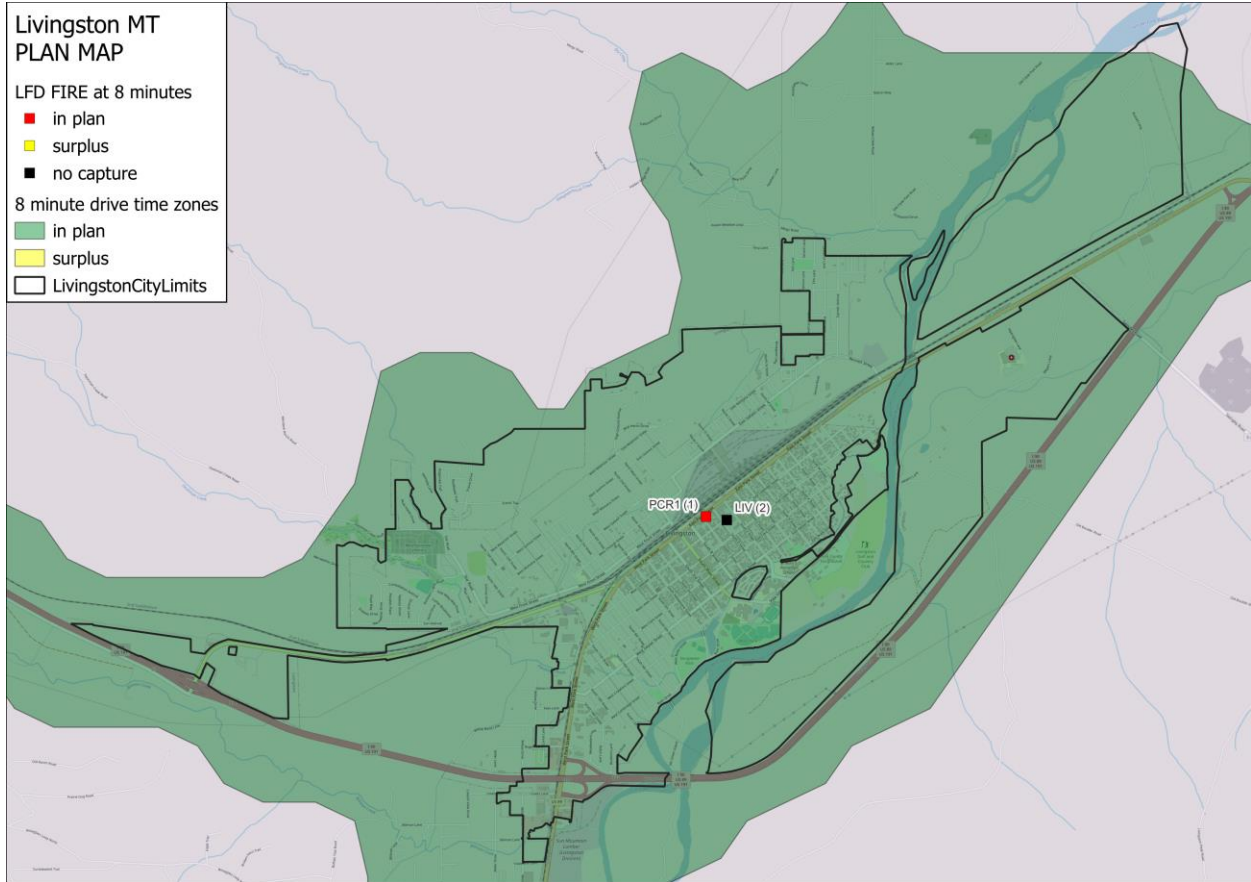
Additional analyses are provided for fire risk within each individual jurisdiction of LFR and PCRFD1.

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

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

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

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

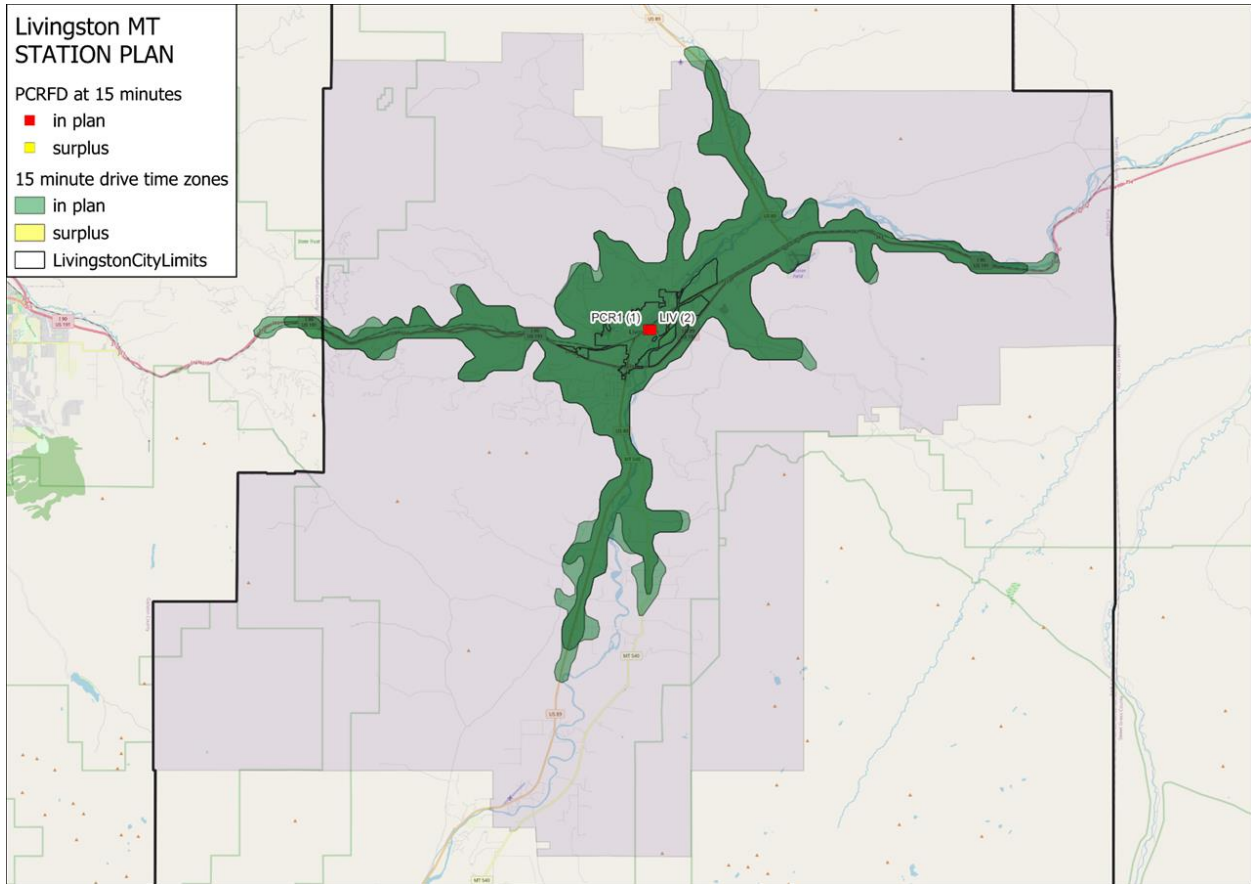


Analyses suggest that with the primary PCRFD1 station, only 62.65% of Fire program calls within the PCRFD1 jurisdiction could be responded to within 15-minutes or less travel time.

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

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

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



## Workload

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

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

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

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

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

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

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

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

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

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

**Observation:**

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

**Observation:**

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

**Recommendation:**

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

# CONSOLIDATION CONSIDERATIONS

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

## Regulatory Factors

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

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

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

## Financial Factors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Table 35: Recommendation for Consolidated Fleet**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Personnel Factors

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

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

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

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

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

**Optimized Staffing**

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

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

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

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

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

**Table 37: LFR Personnel Costs**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Operational Factors

### Establishing Benchmark Performance Standards

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

Therefore, the GIS planning analyses focused on travel time capability as the unit of measure. Performance for travel time of first arriving Livingston Fire and Rescue (LFR) and Park County Rural Fire District 1 (PCRFD1) units to emergency calls by program during the CY22 (January 1, 2022 – December 31, 2022) reporting period is provided below. Overall, travel time was 7.4-minutes or less for 90% of the emergency incidents occurring within LFR’s jurisdiction. For the combined jurisdictions of LFR and PCRFD1 the overall travel time was 15.1-minutes or less for 90% of the emergency incidents.

**Table 45: 90<sup>th</sup> Percentile Performance Times by Program– First Arriving Units in LFR’s Jurisdiction**

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

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

**Table 46: 90<sup>th</sup> Percentile Performance Times by Program– First Arriving Units PCRFD1 Jurisdiction**

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

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

**Table 47: 90<sup>th</sup> Percentile Performance Times by Program– First Arriving Units in LFR and PCRFD1 Jurisdictions**

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

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

**Observation:**

The dispatch times and turnout times exceed best practice in either a single agency environment or a consolidated environment. Overall response times can be reduced by the reduction of both dispatch time and turnout time, without encouraging responders to make up time during the travel time window.

**Observation:**

The communications center does not utilize a Priority Dispatch system and therefore does not possess the ability to prioritize the limited resources of the Fire Department when responding to requests for service.

**Recommendation:**

Both agencies should work diligently to reduce both their dispatch times and turnout times and evaluate the implementation of a Priority Dispatch system.

LFR and PCRFD1 currently operate as two independent entities that each deploy from a single fixed facility location. PCRFD1 does have two additional facilities where apparatus is stored, but these are not considered for routine response. Additionally, the primary LFR and PCRFD1 stations are nearly adjacent to each other. Thus, the distribution models considered did not consider the impact of multiple station locations but rather the ability of each single location to cover the historical demand within a prescribed travel time performance.

To consider performance for a consolidated department, models analyzed all calls occurring within a combined jurisdiction of LFR and PCRFD1. All program types are considered together under the assumption that in this consolidated system, one Agency would provide all services and EMS and Fire resources would deploy from shared locations. Thus, the following plan considers this consolidated jurisdiction’s ability to respond to all call types.

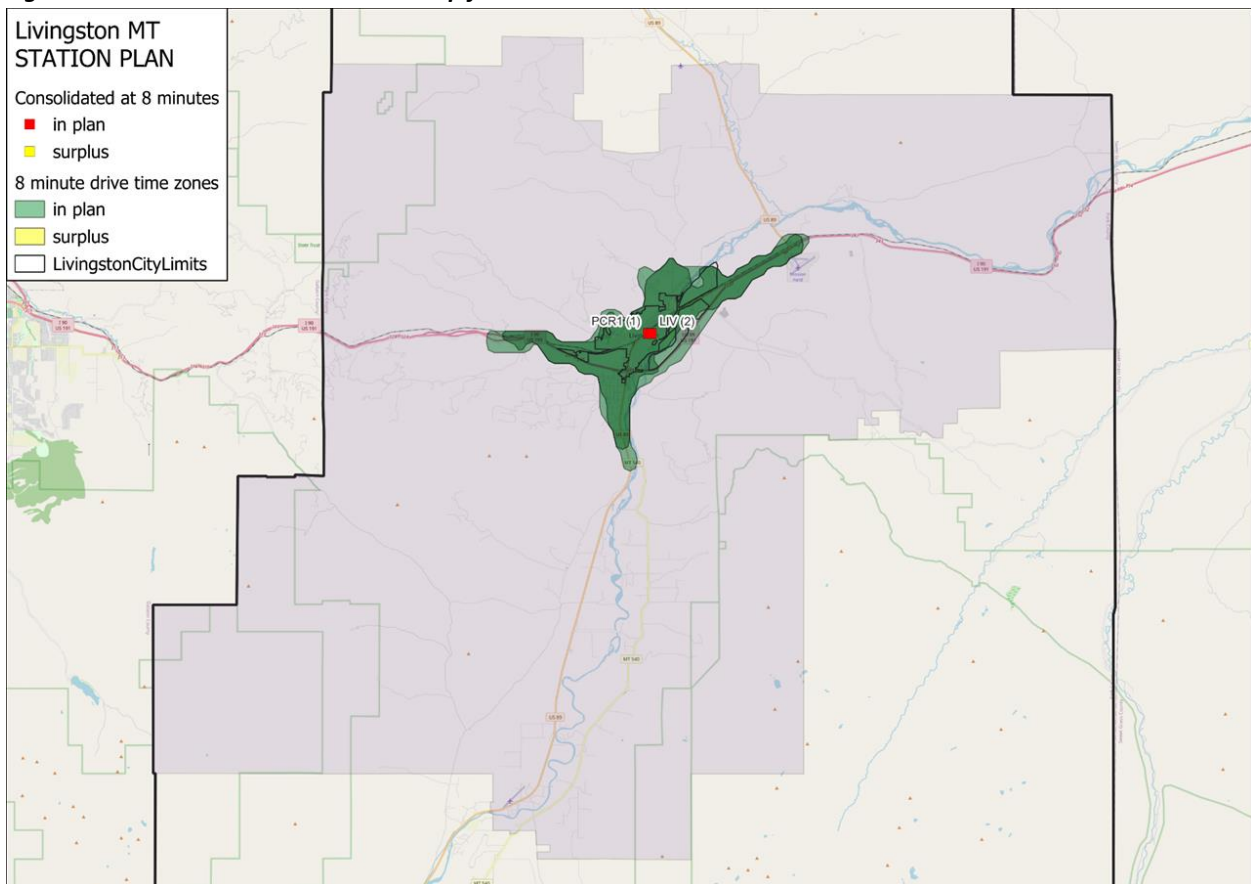
**8-minute Travel Time – All Calls**

Analyses suggest that with the consolidated station, 72.87% of ALL calls could be responded to within 8-minutes or less travel time.

**Table 48: Marginal Consolidation Station Contribution for 8-Minute Travel Time – All Calls**

| Rank | Station | Area Class | Station Capture | Total Capture | Percent Capture |
|------|---------|------------|-----------------|---------------|-----------------|
| 1    | PCR1    | U          | 1582            | 1582          | 72.87%          |
| 2    | LIV     | U          | 0               | 1582          | 72.87%          |

**Figure 7: Consolidated Station Bleed Map for 8-Minute Travel Time – All Calls**



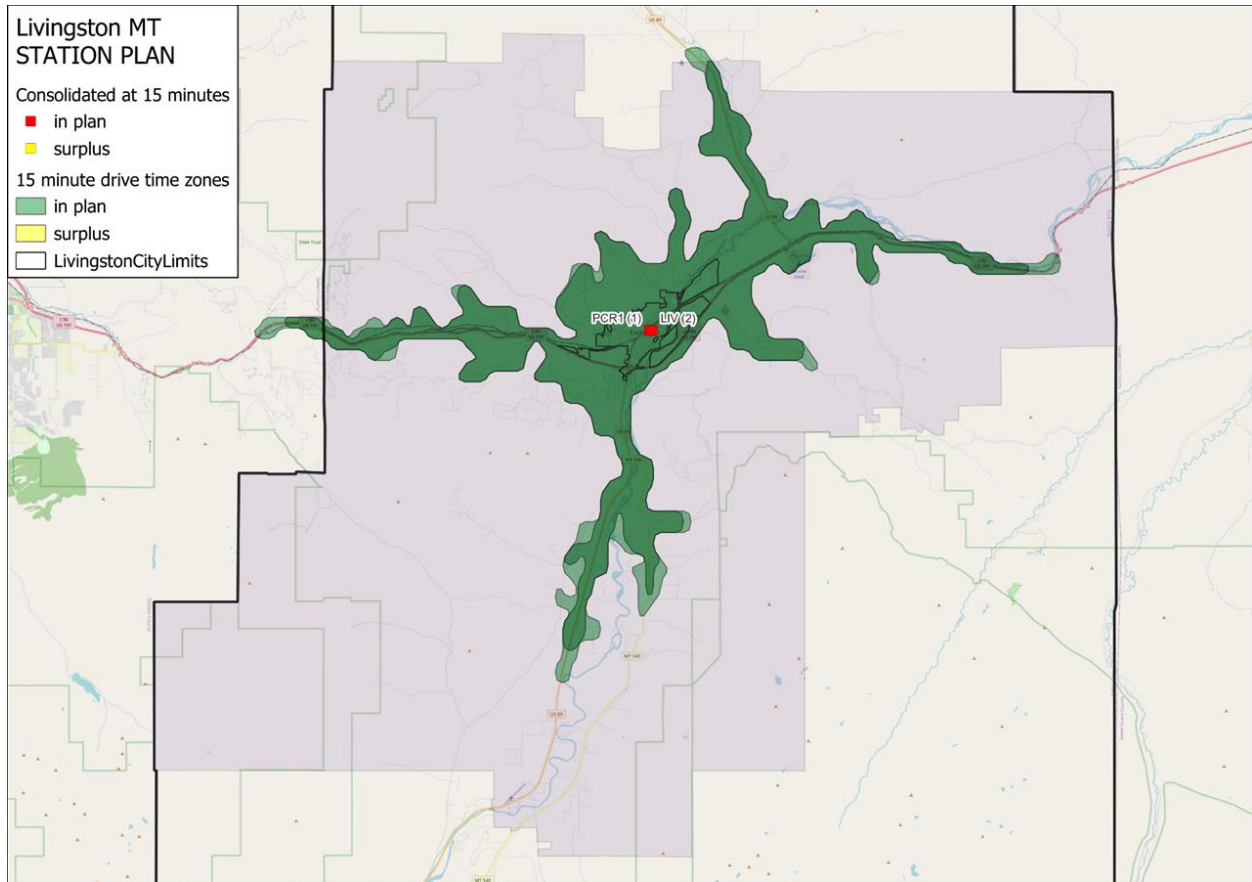
**15-minute Travel Time – All Calls**

Analyses suggest that with the consolidated station, 86.60% of ALL calls could be responded to within 15-minutes or less travel time.

**Table 49: Marginal Consolidated Station Contribution for 15-Minute Travel Time – All Calls**

| Rank | Station | Area Class | Station Capture | Total Capture | Percent Capture |
|------|---------|------------|-----------------|---------------|-----------------|
| 1    | PCR1    | U          | 1880            | 1880          | 86.60%          |
| 2    | LIV     | U          | 0               | 1880          | 86.60%          |

**Figure 8: Consolidated Station Bleed Map for 15-Minute Travel Time – All Calls**



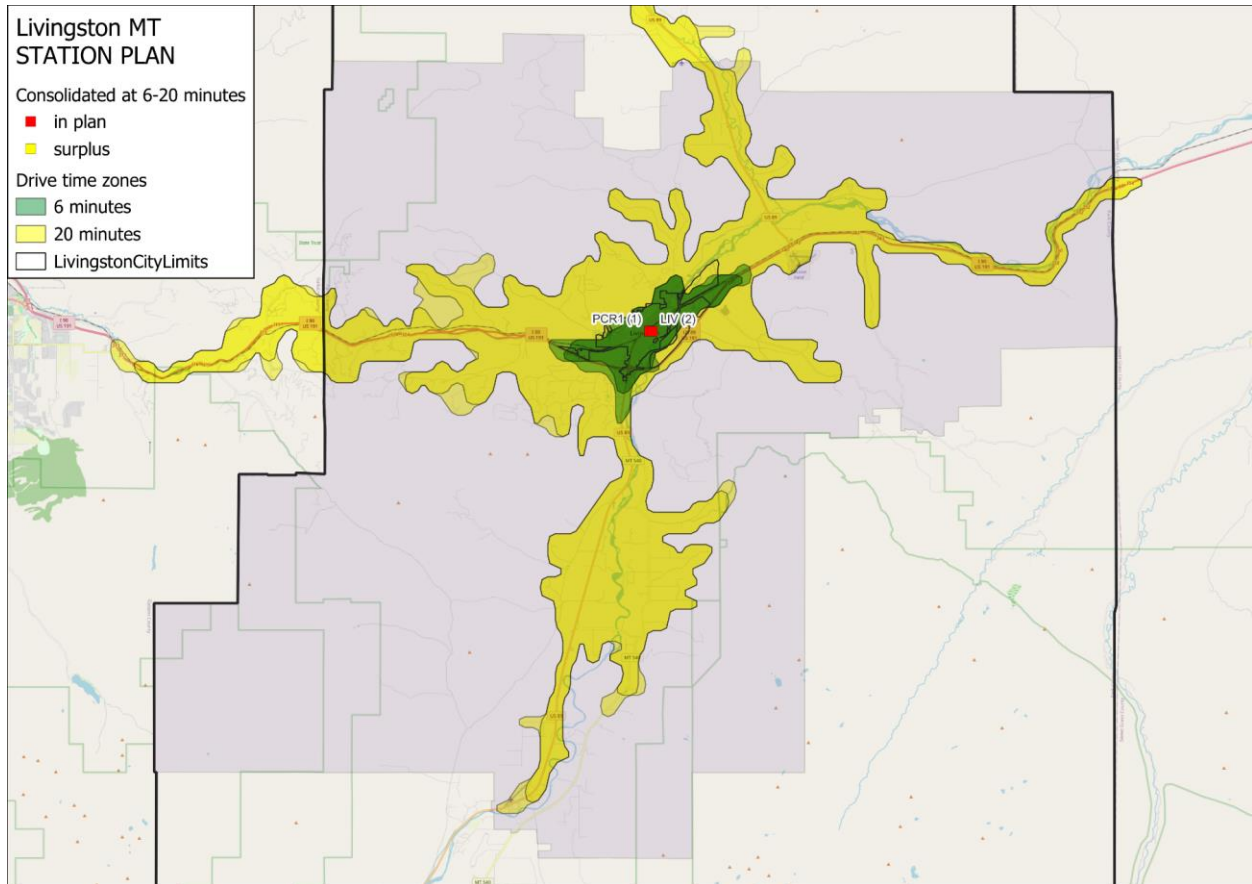
**6-minute Urban, 20-minute Rural Travel Time – All Calls**

Analyses suggest that with the consolidated station, 70.11% of ALL calls could be responded to within 6-minutes or less travel time. Utilizing the station again for a 20-minute travel time will provide coverage for 90.23% of ALL incidents within a 20-minute travel time.

**Table 50: Marginal Consolidated Station Contribution for 6-Minute Urban and 20-minute Rural Travel Time – ALL Calls**

| Rank | Station | Area Class | Station Capture | Total Capture | Percent Capture |
|------|---------|------------|-----------------|---------------|-----------------|
| 1    | PCR1    | U          | 1522            | 1522          | 70.11%          |
| 2    | LIV     | U          | 0               | 1522          | 70.11%          |
| 3    | PCR1    | R          | 437             | 1959          | 90.23%          |
| 4    | LIV     | R          | 0               | 1959          | 90.23%          |

**Figure 9: Consolidated Station Bleed Map for 6-Minute Urban and 20-minute Rural Travel Time – ALL Calls**



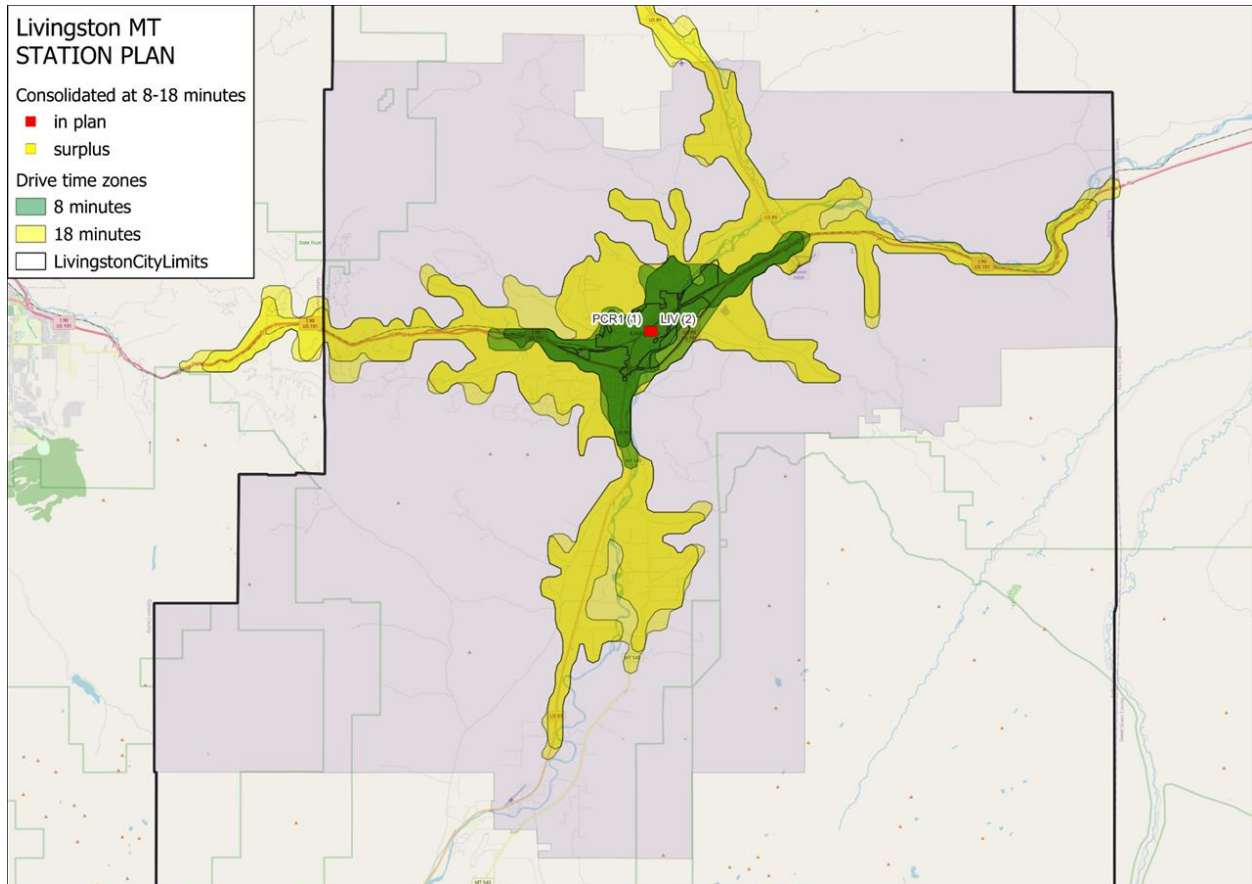
**8-minute Urban, 18-minute Rural Travel Time – All Calls**

Analyses suggest that with the consolidated station, 72.87% of ALL calls could be responded to within 8-minutes or less travel time. Utilizing the station again for an 18-minute travel time will provide coverage for nearly 90% of ALL incidents within an 18-minute travel time.

**Table 51: Marginal Consolidated Station Contribution for 8-Minute Urban and 18-minute Rural Travel Time – ALL Calls**

| Rank | Station | Area Class | Station Capture | Total Capture | Percent Capture |
|------|---------|------------|-----------------|---------------|-----------------|
| 1    | PCR1    | U          | 1582            | 1582          | 72.87%          |
| 2    | LIV     | U          | 0               | 1582          | 72.87%          |
| 3    | PCR1    | R          | 363             | 1945          | 89.59%          |
| 4    | LIV     | R          | 0               | 1945          | 89.59%          |

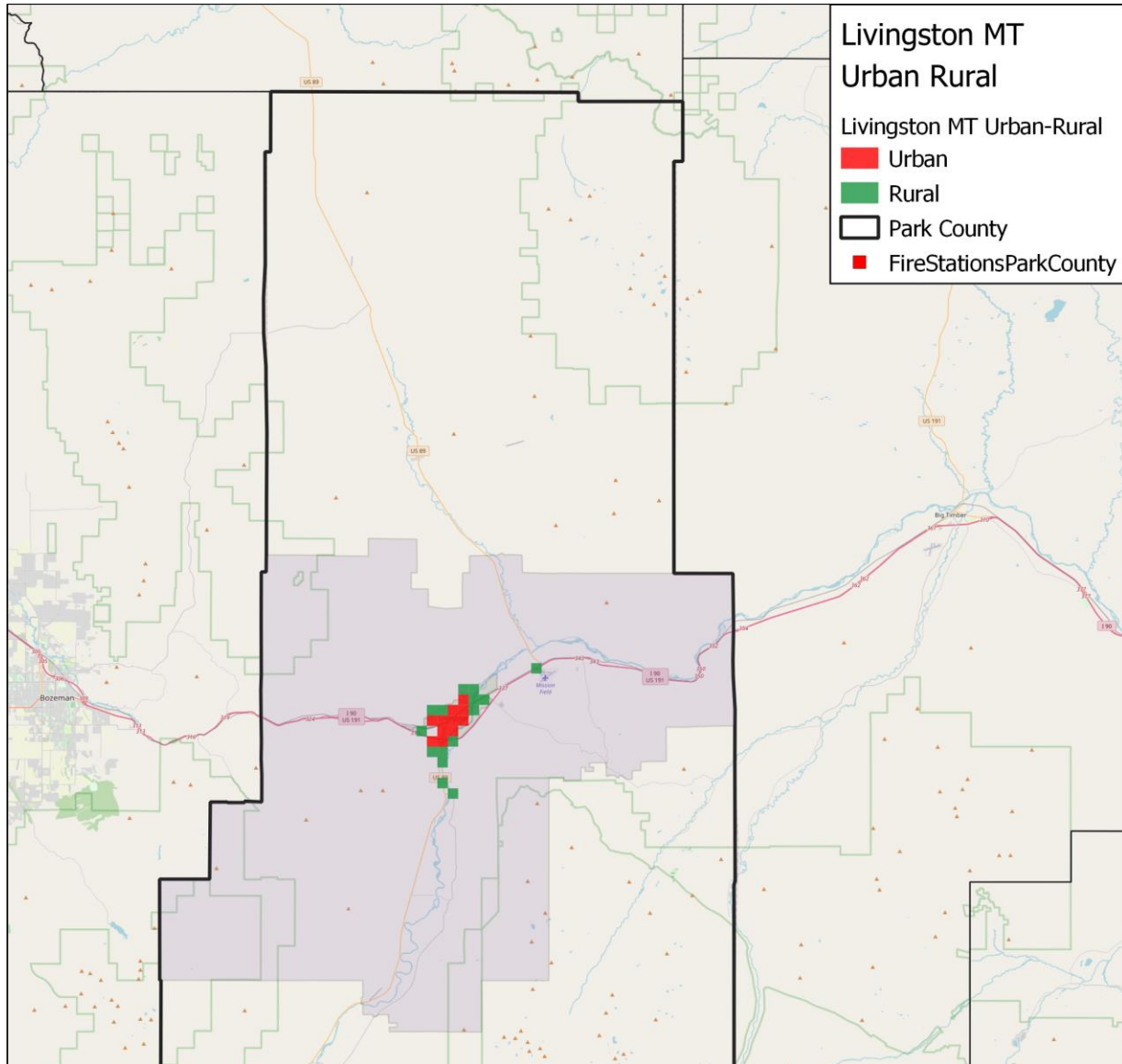
**Figure 10: Consolidated Station Bleed Map for 8-Minute Urban and 18-minute Rural Travel Time – ALL Calls**



Finally, we calculated call density based on the relative concentration of incidents based on approximately 0.5-mile geographic areas as well as the adjacent 0.5-mile areas. The results demonstrate an urban and rural designation based on call density for services and not based on population. The red areas are designated as urban service areas and the green areas are designated as

rural service areas. Any area that is not colored has less than one call every six months in the 0.5-mile area and the adjacent areas.

**Figure 11: Urban and Rural Call Density Map**



Based on the disparate population densities and historical demand in Livingston and Park County, it is recommended that the consolidated Agency consider adopting a differentiated service model. This approach utilizes an urban performance standard in high demand areas and a rural performance standard in low demand areas. Attempting to achieve urban level performance across the entire response area would require a considerable number of additional resources and result in diminishing returns.

**Recommendation:**  
Based on the disparate population densities and historical demand in Livingston and Park County, it is recommended that the City or consolidated Agency consider adopting a differentiated service model. This approach utilizes an urban performance standard in high demand urban areas and a rural performance standard in low demand rural areas.

In the absence of any specific community desire to change current practices, the agency should consider adopting a benchmark that is closely aligned with current performance. Thus, a benchmark travel time of 8-minutes in the urban areas and 18-minutes in the rural areas should be considered for formal adoption. Once adopted, this metric becomes a tool by which to evaluate the impacts of growth and future resource needs.

**Observation:**  
Fitch has not observed any community desire to change current practices, and no community expression of dissatisfaction with response times.

**Recommendation:**  
A benchmark travel time of 8-minutes in the urban areas and 18-minutes in the rural areas should be considered for formal adoption. Once adopted, this metric becomes a tool by which to evaluate the impacts of growth and future resource needs.

## Opportunities for Consolidation

While consolidation considerations are worthy of study, there are several considerations that must be carefully weighed by policy makers before such pursuit.

It is fair to note that any consolidation approach between the District and the City of Livingston could appear in a number of forms. In no particular order, option #1 is based on the dissolution of the District with the City of Livingston assuming all fire services. Option #2 is based upon the current service delivery model used by LFR (fire and EMS) being annexed into the District. Option #3 is based upon Livingston retaining all EMS services and the District taking over all fire services within their existing boundaries as well as the City of Livingston. The option of Livingston merging with another municipal department is not a viable option as no other municipal fire departments exist within the County.

In the event Livingston were annexed into the Fire District, the District would assume a number of support services that have historically been provided by City of Livingston staff. These services include, but are not limited to human resources, benefits management, risk management, legal services, building maintenance, etc. While some of these support services may fall within the current capabilities and interests of the District, it would be prudent to explore the viability of the City of Livingston continuing to provide such services. This could be arranged via an in-kind agreement or a fee for services approach through an interlocal agreement.

As the makeup of the community members within the District would change considerably with the addition of city residents into the mix, the parties should be prepared for some initiatives to increase the representation of the District Board by city residents or City of Livingston representatives. The number of trustees is set at five persons per statute, with one of the five serving as the presider and one as the

secretary. We recommend that the trustee positions be made up of two people from within the District but not within the City, two people who are electors from within the City, and one member at large from within either the District or City. The City trustees could be placed at the next two expiration of existing three-year terms.

**OPTION #1 - Dissolution of the Fire District – Livingston Assuming Services**

The dissolution of the Fire District, while permitted and addressed by statute, carries with it a number of challenges. The dissolution could only be considered as a viable option if Park County established either a new service provider such as LFR, or developed a new fire district as Park County retains the prerogative as to how fire protection is provided in areas outside of a municipality. As this change would not be driven by pending changes in population or becoming a Class 1 city, there is no sense of urgency for this option.

The dissolution of any well-established fire district would predictably bring about angst from internal and external stakeholders. Landowners in the district may develop concerns as to how their rates would remain low. As staff within the Fire District face the possibility of being displaced, the public display of concerns should be planned for.

As the new provider of fire protection, Livingston may prefer not to have out of the county deployments for wildland fires as a part of their business plan. If this were to be the case, decisions would need to be made concerning the continuation of such a large fleet of wildland apparatus. A new provider that would absorb the current fleet assets of the Fire District would need to do so with the understanding that the District has an aging fleet. Any assumption of the District’s fleet should include an assessment of compliance with the National Fire Protection Association’s 1911 and 1901 standards, with a particular emphasis on retirement approaches for apparatus as provided within this report.

As permitted and addressed by Montana Statute 7-33-2128, the Rural Fire District may be dissolved per the following:

**7-33-2128. Dissolution of fire district.** (1) Subject to subsection (2), a fire district organized under this part may be dissolved by the board of county commissioners upon presentation of a petition for dissolution signed by the owners of 40% or more of the real property in the area and owners of property representing 40% or more of the taxable value of property in the area. The procedure and requirements provided in **7-33-2101** through **7-33-2103** apply to requests for dissolution of fire districts.

(2) A board of county commissioners may not dissolve a fire district that includes territory within the limits of an incorporated second-class or third-class city or town unless the dissolution is approved by the governing body of the city or town.

This option would provide an opportunity for Park County to potentially contract with the City of Livingston. In the event the City of Livingston became the provider for fire protection, there would be very limited new demands placed on Livingston. The additional fire protection demand would be approximately 0.7 calls per day with an individual time on task demand of around 36-minutes each. It is fair to note that with the existing five-mile radius agreement that Livingston is already responding to a subset of these calls, further diminishing the potential impact of new demand.

Based upon the challenges in this model compared against the potential gains, this model is not recommended for further consideration.

**Observation:**  
The dissolution of the Fire District option is fraught with challenges, requires 40% of the landowners to sign a petition, and offers very limited, if any, operational gains.

**Recommendation:**  
The dissolution of the Fire District model is not recommended for further consideration.

**OPTION #2 - Livingston Annexing into the Fire District**

Currently, Livingston is a Class 2 municipality and certain opportunities exist prior to the pending and presumed population growth that would place Livingston at a Class 1 level. In addition to providing fire protection by means of a municipal department, as a Class 2 municipality, Livingston can provide fire protection by any of the following means:

- (i) through an interlocal agreement with another governmental fire protection provider under the provisions of Title 7, chapter 11, part 1.
- (ii) through a contract with another fire protection provider; or
- (iii) subject to **7-33-4115**, annexing to a rural fire district established under Title 7, chapter 33, part 21.

Montana Code 7-33-4115 addresses the process by which a municipality may provide fire protection through a rural fire district, including the election to do so, transition, and governance. 7-33-4115 (6) clarifies that *“If the population of a second-class city classified under the provisions of 7-1-4111 or 7-1-4112 increases to the level that would require the city to be classified as a first-class city and the city has been annexed to a rural fire district under the provisions of this section, the city may remain part of the rural fire district upon adoption of a resolution by the city governing body.”* This becomes an important timing consideration as the window of opportunity to be annexed into a rural fire district will close once Livingston reaches a Class 1 level. Once a city of town is deemed a Class 1 city it must operate and maintain a municipal fire department unless it was annexed into a Fire District prior to reaching a Class 1 level.

While the City of Livingston could be annexed into the Fire District, it is not without its challenges. It requires a vote of the City’s governing body followed by a municipal election of the electorate, with a simple majority required.

Unless the Fire District agrees to accept the transfer of the displaced Livingston staff, the disposition of some or all the staff is predictably challenging for policy makers. If the Fire District opted to onboard some or all the staff, labor concerns may emerge and the desire to enter into a collective bargaining agreement would be a challenge for their Fire District.

Based on information gathered during the initial site visit, The City of Livingston and the Park Rural Fire District have considerable differences in their response expectations and outcomes for structure fires. These differences would not only present challenges for the workforce, but the city residents may perceive a lower level of service. This could be offset by the establishment of a baseline performance standard for both urban and rural areas as discussed elsewhere in this report.

Should the existing Livingston employees be merged into the Fire District, considerable research would need to be done regarding the impacts on the Livingston employees’ benefits, particularly retirement benefits as the benefits packages between the two entities are disparate. Given these factors, modeling assumed the current cost of benefits and conditions of the CBA would be assumed by the consolidated District just as they are today.

Although the most viable option of the three choices presented here, it is challenging to articulate real benefit for the City of Livingston to consolidate into the District. If the City did not already maintain a paid fire department, then the looming Class 1 designation would be more concerning. However, with an already established paid force, the associated fiscal obligations are already customary for the City. Furthermore, the City, and its immediate surrounding areas, are the epicenter of service demands within Park County. This is likely to remain the case for the foreseeable future. Thus, the City might be remiss to cede control of its public safety services to the independent District.

**Observation:**  
The City of Livingston annexing into the District is the most viable option for consideration regarding a consolidation.

**Observation:**  
If the City did not already maintain a paid fire department, then the looming Class 1 designation would be more concerning. However, with an already established paid force, the associated fiscal obligations are already customary for the City. Furthermore, the City, and its immediate surrounding areas, are the epicenter of service demands within Park County. This is likely to remain the case for the foreseeable future. Thus, the City might be remiss to cede control of its public safety services to the independent District.

***OPTION #3 - Livingston Retains All EMS Services and Transitions Fire Protection to the Fire District***

Currently, Livingston is the EMS provider for all of Park County and it could choose to retain this service and divest its fire protection services to the District. This option is permitted by statute through the means of either an annexation into the District or merely contracted services as addressed in Statute 7-33-4101.

Without the responsibility for round the clock fire protection, this option may provide the opportunity to deploy a staffing model that is more driven by demand, both emergency EMS demands, and the inter-facility transfers. It may also provide additional staffing that could support the community paramedicine efforts.

As with most fire departments, the EMS service’s demands outpace the demands for fire protection by a large margin and Livingston is no exception. While the desire to reallocate staffing solely toward EMS demands may increase availability and bring about increased revenues, it would bring about some unnecessary challenges.

Should the existing fire apparatus in Livingston be transitioned to the Fire District, it would provide some additional depth to the fleet for structural engines, as the newest structural engine for the Fire District is 16 years old.

While management rights allow changes in the work to be carried out, the elimination of fire protection as a core service may be viewed quite harshly by the work force. In the event Livingston opted to commit solely to EMS, it would likely necessitate changes to the work schedules and realignment toward a more demand driven staffing model to be more fiscally viable. It is possible that career fire fighters, particularly those who currently work a 24/72-hour schedule, might exhibit considerable resistance to these changes. This resistance could manifest as resignations and migrations to other more traditional fire departments. Without thorough planning for the potential of moderate to large-scale departures, Livingston could find itself with considerable staffing challenges, particularly if the regional employment market doesn't have a sufficient replacement workforce available.

By statute, Livingston firefighters are mandatory participants in the Montana Firefighter Unified Retirement System (FURS). While the Fire District has the option to participate, they have opted not to do so. Should the Livingston employees no longer be responsible for fire protection and no longer career firefighters, it could bring about untoward outcomes related to FURS and other benefits that are set aside by ordinance or statute exclusively for firefighters.

Based upon the challenges in this model compared against the potential gains, this model is not recommended for further consideration.

**Observations:**  
Historical community demand does not provide a fiscally sound basis for independently government provided Fire and EMS services. A cross-staffed Fire Rescue EMS approach is the most efficient and resilient approach for the community from both a service delivery and fiscal perspective.

**Recommendation:**  
No further consideration should be given to an EMS only model under the City of Livingston. In addition to the pension implications, this would essentially cede fire protection to the District while still incurring at least 80% of their former financial obligations to keep running EMS.

## Obstacles to Consolidation

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

The two entities involved in this consolidation assessment have significant differences in an array of areas.

The City of Livingston is a full-service fire department where much of the service demand rests in EMS and inter-facility transport. Livingston is a predominantly career department with most of their staff being full-time employees represented by IAFF Local 630. Members are a part of the State's retirement

system. Livingston Fire Rescue, as a component of the City of Livingston, has access to a full array of support services such as legal, finance, human resources, and purchasing. In that the Fire Rescue Department is a component of the City of Livingston; the Department does not have autonomy on many decisions that may need consent of the city management team and/or their elected body.

In contrast, Park Rural Fire District has no service demands in EMS and the vast majority of their demands are in fire protection, with some service demands related to motor vehicle highway crashes. The District retains two full-time employees, with no labor organization. District members do not participate in the State retirement system. The predominantly non-career work force is a mix of volunteers and students. The District is essentially self-contained and retains the responsibility for all support services often provided by municipal organizations. With this responsibility comes the autonomy to operate as the District sees fit, with the concurrence of the District's elected body.

Thus, consolidation options such as these are best served when all the parties discuss and negotiate from an interest based bargaining perspective. Additionally, as discussed in the Labor Agreements Section, the willingness of Local 630 is important. Even with the provisions addressed in the Collective Bargaining Agreement's (CBA) Management Rights Article, the Prevailing Rights Article appears to provide certain protections, at least until the expiration of the CBA in 2025.

## General Observations and Implementation

On a more global scale, consolidations and regionalization efforts are sought after by many fire and rescue services throughout the country to gain efficiency, effectiveness, or both. While there have been some efforts by both the Park County Rural Fire District #1 (PCRFD1) and the City of Livingston Fire Rescue Department (LFR), the work ahead for both agencies in consolidating is substantial.

In any consolidation effort, there are any number of obstacles that can create challenges in achieving the end goal. These challenges could include an unwillingness of the Boards to accept change, the unwillingness of the fire chiefs to work collaboratively, a disparity between the departments that depict one as a donor agency and the other as a recipient agency, a clash in organizational cultures, a lack of cooperative agreements and services between the agencies, disputes within the consolidated workforce, disputes between the labor organizations, an unrealistic belief that all employees will embrace the change, and a mission and vision that are in conflict.

The two governing boards, while demonstrating a desire to place the needs of the communities they serve ahead of personal interests, possess real and legitimate differences in perspectives on the provision of emergency services.

In the most successful consolidation efforts, the agencies have already adopted a service delivery model that includes closest unit response plans, consolidated dispatching, and some shared services. All of the agencies would be stable and with no deficits noted that would depict either one as a donor agency. All the agencies would have similar organizational cultures that place service ahead of self. They would share a number of services already such as Fleet Services, Information Technologies, and Fire & Life

Safety. The workforce would have been assured that there would be no reduction in force. All organizations would have a shared vision of the consolidation and a highly valued focus on working through issues that can derail consolidation efforts. Finally, the mission and vision of the two agencies would not be in conflict. However, within the current environment and community, few of these elements have been overtly observed over the course of this assessment.

**Observation:**  
Of the varied elements that make for the most successful consolidation efforts, few of these elements have been overtly observed over the course of this assessment.

There would be much work to be done starting with the onboarding of the dissolved agency employees and members into the new system, presuming all would be onboarded. While this function may seem to be purely an administrative one, there are a number of potential obstacles that must be addressed, including benefits, continuity, retirements, payroll, worker’s compensation, records retention, and records consolidation.

Both the PCRFD1 and LFR staff should determine the training areas that must be addressed and set timelines for each of the areas. Some more critical training will need to be addressed very early in the process for those being onboard. Other training can be on a more protracted schedule. It should be anticipated that some training will be required for members of both former agencies. Both agencies have best practices that should be considered in the consolidation of the agencies. Planning should take place regarding the portfolio of services of each agency and how the portfolio will look in the combined setting. This will likely require the phasing in of any new services.

Considerable effort will be required to establish and share organizational structures for the immediate term, the short term, and the longer term. Finding the right organizational structure may be contingent upon the timeline chosen for the complete consolidation and eventual dissolution of the dissolved entity. The Governing Board will need to give consideration to the concerns of the dissolved agency while it may initially have no direct representation until a newly configured representative board can be seated.

A cooperative detailed analysis of existing physical assets and spaces should be conducted in an effort to improve efficiency or effectiveness. It should be understood that some functional areas may be relocated and that some modifications to buildings or office space could be required. A process should be established to share the status of the consolidation and to gather feedback from the municipal and county customers. Deliberate efforts should be made to communicate with the customers regarding the processes to be used, the progress, and the gains in operational efficiency and effectiveness.

Finally, all existing agreements, including automatic aid and mutual aid agreements, should be reviewed and then either maintained, updated, or cancelled.

# ASSUMPTIONS USED FOR MODELING

## Financial Assumptions

For modeling expenditures, operational line level personnel costs were calculated based on average salaries by position, including assignment pay, and benefits for a total compensation value that includes the FY23 burden rate for each position. Additionally, LFR utilizes part-time or reserve firefighters as part of their minimum staffing strategy. The reserve firefighters are not benefits eligible and are paid a base hourly rate of \$15/hr with increases based on certifications held. To account for the highest potential cost, the max rate of \$21/hour was used to model the personnel costs for reserve firefighters. Each total compensation value was then applied to the required seats per shift as a product of the calculated staffing multiplier.

**Table 52: Staffing Costs Used for Modeling**

|                              | Salary    | Benefits | Total Comp | Burden Rate |
|------------------------------|-----------|----------|------------|-------------|
| Battalion Chief 56/hr wk     | \$119,270 | \$43,055 | \$162,325  | 27%         |
| Captain 56/hr wk             | \$81,613  | \$35,731 | \$117,344  | 30%         |
| Engineer 56/hr wk            | \$68,906  | \$33,089 | \$101,995  | 32%         |
| Firefighter 56/hr wk         | \$59,677  | \$31,176 | \$90,853   | 34%         |
| Firefighter 40/hr wk         | \$55,548  | \$31,176 | \$86,724   | 36%         |
| Reserve Firefighter 56/hr wk | \$61,152  | N/A      | \$61,152   | N/A         |
| Reserve Firefighter 40/hr wk | \$43,680  | N/A      | \$43,680   | N/A         |

**Table 53: Cost to Staff a 24-hour Ambulance**

| 24hr Ambulance       | Seats | FTEs | FTE Type  | Staffing Cost |
|----------------------|-------|------|-----------|---------------|
| Firefighter 56/hr wk | 2     | 6.9  | Uniformed | \$626,885     |

**Table 54: Cost to Staff an 8-hour Ambulance**

| 8hr Ambulance        | Seats | FTEs | FTE Type  | Staffing Cost |
|----------------------|-------|------|-----------|---------------|
| Firefighter 40/hr wk | 2     | 2.3  | Uniformed | \$199,465     |

**Table 55: Cost to Staff a 24-hour Engine**

| 24hr Engine          | Seats         | FTEs | FTE Type  | Staffing Cost      |
|----------------------|---------------|------|-----------|--------------------|
| Captain 56/hr wk     | 1             | 3.0  | Uniformed | \$352,032          |
| Engineer 56/hr wk    | 1             | 3.0  | Uniformed | \$305,984          |
| Firefighter 56/hr wk | 1             | 3.0  | Uniformed | \$272,559          |
| Firefighter 56/hr wk | Relief Factor | 1.4  | Uniformed | \$122,651          |
| <b>Total</b>         |               |      |           | <b>\$1,053,226</b> |

**Table 56: Cost to Staff a 24-hour Battalion Chief**

| 24hr Battalion Chief     | Seats         | FTEs | FTE Type  | Staffing Cost    |
|--------------------------|---------------|------|-----------|------------------|
| Battalion Chief 56/hr wk | 1             | 3.0  | Uniformed | \$486,974        |
| Firefighter 56/hr wk     | Relief Factor | 0.45 | Uniformed | \$40,884         |
| <b>Total</b>             |               |      |           | <b>\$527,857</b> |

The total unit staffing costs are calculated utilizing all full-time employees and will be applied to the proposed deployment models to determine the maximum cost. LFR currently utilizes part-time or reserve firefighters as part of their minimum staffing strategy so it’s assumed that a consolidated system will continue this practice. In order to illustrate the potential savings reserve firefighters represent, the following savings will be assumed for each full-time position that is filled with a commensurate amount of hours by part-time personnel. This strategy assumes a sufficient cadre of part-time firefighters exist and full-time employees are qualified to ride-up.

**Table 57: Part-Time Firefighter Savings - 56 Hour/Week**

|                             | Seats | FTEs | FTE Type  | Staffing Cost   |
|-----------------------------|-------|------|-----------|-----------------|
| Firefighter (56 hr)         | 1     | 1.0  | Uniformed | \$90,853        |
| Reserve Firefighter (56 hr) | 1     | 1.0  | Uniformed | \$61,152        |
| <b>Total Savings</b>        |       |      |           | <b>\$29,701</b> |

**Table 58: Part-Time Firefighter Savings - 40 Hour/Week**

|                             | Seats | FTEs | FTE Type  | Staffing Cost   |
|-----------------------------|-------|------|-----------|-----------------|
| Firefighter (40 hr)         | 1     | 1.0  | Uniformed | \$86,724        |
| Reserve Firefighter (40 hr) | 1     | 1.0  | Uniformed | \$43,680        |
| <b>Total Savings</b>        |       |      |           | <b>\$43,044</b> |

Overhead and maintenance cost for modeling are based on a unit hour value derived from the current organizational experience. LFR’s FY23 overhead cost totaled \$996,937 to deploy 17,520 unit hours, one Engine and Ambulance continually staffed, culminating in an overhead unit hour value of \$56.90 per hour. The budget did not provide sufficient granularity to differentiate the overhead costs related to 911 transport and IFTs. Therefore, all overhead costs experienced by LFR have been applied to 911 service and additional overhead costs are applied to the IFT model to represent the most conservative cost approach.

**Table 59: Overhead Cost for Modeling**

| FY23 Factor              | Value     |
|--------------------------|-----------|
| Overhead and Maintenance | \$996,937 |
| Engine deployed hours    | 8760      |
| Ambulance deployed hours | 8760      |
| Total Deployed Hours     | 17,520    |
| Overhead Unit Hour Cost  | \$56.90   |

## Transport Revenue Assumptions

Fitch was unable to fully assess the revenue performance and potential for LFR due to the limited information provided. Thus, the cash value per transport assumption utilized for modeling should be confirmed by the City’s internal finance department and the third-party EMS billing vendor.

Based on information the EMS billing company provided a cash value per trip was developed for 911 and IFT transports.

**Table 60: Cash Value per 911 Transport**

|                | FY21 (Actual) | FY22 (Actual) | FY23 (Actual) |
|----------------|---------------|---------------|---------------|
| 911 Transports | 803           | 907           | 942           |
| Cash Collected | \$589,456     | \$796,721     | \$853,439     |
| Cash per Trip  | \$734.07      | \$878.41      | \$905.99      |

**Table 61: Cash Value per Interfacility Transfer**

|                         | FY21 (Actual) | FY22 (Actual) | FY23 (Actual) |
|-------------------------|---------------|---------------|---------------|
| Interfacility Transfers | 393           | 389           | 319           |
| Cash Collected          | \$585,365     | \$595,042     | \$407,209     |
| Cash per Trip           | \$1,489.48    | \$1,529.67    | \$1,276.52    |

**Recommendation:**  
 The City should work to ensure their EMS billing vendor services are able to provide best practice performance along with data retention, validation, and reporting capabilities for all elements of EMS transport revenue management.

## Baseline Demand Assumptions

To ensure all proposed models were adequately provisioned, baseline demand attributes were established. In total, the models will provide service for 2,872 total incidents, of which, 1,728 were 911 EMS and 532 resulted in transports. Thus, the community experienced 911 transport rate of 71% is the minimum value accounted for in each proposed model. The IFT demand is based on CAD data to provide a more conservative assessment of workload while providing a prospective consideration for revenue potential. Finally, a baseline EMS Time-on-Task (TOT) ratio of 64.73-minutes was derived by analyzing the proportionate share of on-average time commitment for both transport and non-transport incidents. For Fire calls, the TOT is based on the historical average commitment time for Fire calls of 52.5-minutes among the combined jurisdictions of LFR and PCRFD1.

**Table 62: Demand Volumes Used for Modeling**

| Call Category           | Non-Transport | Transport | Total Calls | Transport Rate |
|-------------------------|---------------|-----------|-------------|----------------|
| All Park County EMS 911 | 532           | 1196      | 1728        | 71%            |
| All Park County EMS IFT |               | 606       | 606         |                |
| All Park Total EMS      |               |           | 2334        |                |
| LFR and PCRFD1 Non-EMS  |               |           | 538         |                |
| Total Calls             |               |           | 2872        |                |

**Table 63: CY 2022 IFT Demand - All Jurisdictions**

| Day of Week  | 2022 IFT Count - ALL | Avg/Day     |
|--------------|----------------------|-------------|
| Sunday       | 43                   | 0.83        |
| Monday       | 58                   | 1.12        |
| Tuesday      | 139                  | 2.67        |
| Wednesday    | 77                   | 1.48        |
| Thursday     | 131                  | 2.52        |
| Friday       | 60                   | 1.15        |
| Saturday     | 98                   | 1.85        |
| <b>Total</b> | <b>606</b>           | <b>1.66</b> |

Finally, the relatively low call concurrency rate informed considerations related to the need for a higher or lower concentration of resources.

**Table 64: Historical Call Concurrency Rate – Without IFTs**

| Demand Zone  | Overlapped Calls | Total Calls | Percentage of Overlapped Calls |
|--------------|------------------|-------------|--------------------------------|
| LFR          | 133              | 1,045       | 12.7%                          |
| PCRFD1       | 14               | 360         | 3.9%                           |
| LFR & PCRFD1 | 242              | 1,405       | 17.2%                          |

# MODELS FOR CONSIDERATION

Two models are provided for consideration, consolidated and non-consolidated. Each model includes a review of the organizational structure, deployment strategy, required staffing, financial assessment, and advantages and disadvantages. To provide a direct comparison of consolidated and non-consolidated 911 service delivery models, interfacility transfers have been excluded from the analysis. The revenue and expenditures required to provide IFTs are modeled separately and can be added to either the consolidated or non-consolidated model as a policy decision.

## Consolidated Fire and EMS

The consolidated model assumes the District annexes the City of Livingston and provides all fire and EMS services to the region.

### *Organizational Structure*

The new consolidated system would be governed by the current PCRFD1’s Board of Trustees, but consideration should be given to restructuring the board. Increased representation from the city and county governments would increase communication and cooperation between the three agencies. Additionally, it creates a shared interest in the consolidated system’s success. For example, the board could be comprised of two trustees appointed by the City Manager, two trustees appointed by the County Commissioners, and one at-large trustee. This governance structure may also reduce barriers for other Park County fire districts to annex into the newly formed consolidated system if desired.

Any change to the District’s Board would likely require changes to the current bylaws and articles of incorporation and, if desired, implementation could be phased in to align with the terms of the existing trustees.

Operationally, the fire chief would oversee the daily operations of the consolidated system supported by three battalion chiefs, one assigned to each shift. While call demand alone does not require a battalion chief assigned to each shift, they provide the necessary administrative support for the system to be successful. Each battalion chief should be assigned major areas of responsibility for support services including training, EMS QA/QI, logistics/fleet, and community risk reduction. Due to the limited daily staffing, the battalion chief will need to remain operationally flexible and may be required to provide staffing for the engine or ambulance.

The consolidated system may not initially possess the internal expertise or capacity to manage a larger workforce that requires additional administrative support including human resources, finance, and legal considerations. Whether the consolidated system hires staff to complete these functions or contracts with the City of Livingston or another entity, they must have the required support to manage the increase in personnel. The models provided assume contractual agreements are reached and include

either \$75,000 in expenditures to acquire these services or provide recommended staffing and cost to handle within the consolidated agency.

If the City of Livingston does not provide support services to Park Rural upon consolidation, Park Rural would need sufficient staffing to ensure that the required support services do not suffer.

In this event, Park Rural should plan for one FTE to serve as the Finance Director and another FTE to serve as the Administrative Services Coordinator. In addition to these FTEs, it is reasonable to assume that the costs for legal services for Park Rural will increase with the significant increase in staffed positions and the potential for a collective bargaining agreement. Park Rural should also plan for increased costs in certain building maintenance and fleet services that had been provided in-kind by the City of Livingston.

The costs for the Finance Director are estimated to be \$75,000 with a 30% benefits package for a total of \$97,500. The duties for such a position would include payroll, accounts receivable, accounts payable, taxation, millages, capital funds, and budget preparation for the fire chief.

The costs for the Administrative Services Coordinator are estimated to be \$65,000 with a 30% benefits package for a total of \$84,500. The duties for such a position include human resources, benefits, pension, insurance, worker’s compensation, and records retention.

The chart below represents the proposed operational line staffing level. It is based on a minimum daily staffing level of five and a staffing multiplier of 15%. Operational staffing utilizes full-time firefighters for the required minimum staffing to illustrate the maximum cost associated with the model.

**Table 65: Consolidated Model- Required Staffing for a Minimum Staffing Level of 5**

|           | Minimum<br>Seats per Shift | Number of<br>Shifts | Number of<br>Seats Required | Relief Factor<br>(15%) | Number of<br>Personnel Required |
|-----------|----------------------------|---------------------|-----------------------------|------------------------|---------------------------------|
| 3-platoon | 5                          | 3                   | 15                          | 2.25                   | 17.25                           |

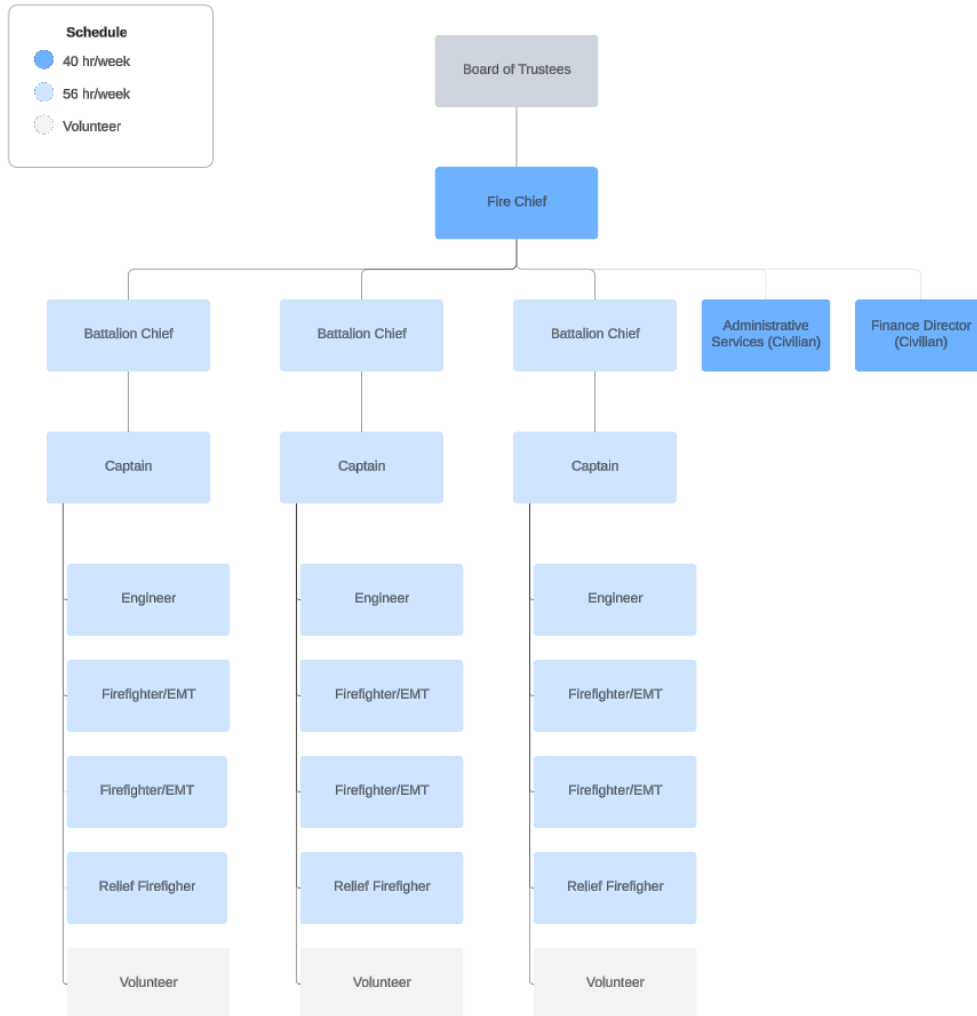
Departments with smaller workforces such as the consolidated system may need to consider modifying the typical relief factor to ensure each shift can reliably provide adequate relief. For example, the typical relief factor above provides two of the three shifts with a relief firefighter, but any operational vacancies on the third shift would need to be filled using overtime. The chart below applies the relief factor of 15% to each shift and then rounds up before multiplying the number of personnel by the number of shifts. The models provided utilize the higher staffing factor to illustrate maximum costs.

**Table 66: Consolidated Model- Required Staffing for a Minimum Staffing Level of 5 with Modified Staffing Factor**

|           | Minimum<br>Seats per Shift | Relief Factor<br>(15%) | Number of Personnel<br>per Shift (Rounded) | Number<br>of Shifts | Number of<br>Personnel Required |
|-----------|----------------------------|------------------------|--|---------------------|---------------------------------|
| 3-platoon | 5                          | 0.75                   | 6  | 3                   | 18                              |

Finally, a proposed organizational chart is provided for the new consolidated system. It includes the additional administrative positions in case they are required and assigns the existing District volunteers to the captains on each shift.

**Figure 12: Consolidated System Organizational Chart 5-Person Minimum Staffing**



### **Deployment Strategy and Modeled Performance**

This model will deploy to mirror current performance with an 8-minute Urban and 18-minute Rural Travel Time for emergent 911 calls.

The base deployment model includes a 2-person ALS engine, an ALS ambulance, and a Battalion Chief. The engine staffing would be dynamic, cross-staffing additional units including the ladder truck and a second ambulance based on call demand. Both units are programmed to provide service 24 hours a day

by utilizing a 3-platoon or 56-hour work week. The total cost for this deployment model, inclusive of salary, benefits, and operating, are estimated to be \$2,950,459.

**Table 67: Deployment Costs- 5-Person Minimum Staffing**

| Unit Type                  | Count    | FTE Count | Total Personnel Cost | Overhead Costs   | Total Costs        |
|----------------------------|----------|-----------|----------------------|------------------|--------------------|
| 2-Person ALS Engine - 24hr | 1        | 6.9       | \$739,784            | \$496,168        | \$1,235,952        |
| ALS Ambulance - 24hr       | 1        | 6.9       | \$626,885            | \$496,168        | \$1,123,053        |
| Battalion Chief – 24hr     | 1        | 3.5       | \$527,857            | N/A              | \$527,857          |
| Additional Relief          | 1        | 0.7       | \$63,597             | N/A              | \$63,597           |
| <b>Totals</b>              | <b>2</b> | <b>18</b> | <b>\$1,958,123</b>   | <b>\$992,336</b> | <b>\$2,950,459</b> |

Alternatively, a deployment model that includes a 3-person engine is provided for comparison. Although the fire demand is relatively low within the community, the ability to deploy a total of six personnel to the scene of a fire increases their efficiency and effectiveness as it relates to fire attack and victim rescue. The additional person also provides greater depth in capacity. In a scenario where two simultaneous EMS calls are received, the department would have the ability to respond with a 2-person ambulance to each incident while retaining two personnel to respond to a potential third call. This should allow the department to be less reliant on callbacks and reduce the costs related to them.

This increase in minimum staffing from five to six would cost an additional \$268,015. Alternatively, the system could rely on callbacks, volunteers, and mutual aid to complete the department’s effective response force for high-risk incidents.

**Table 68: Deployment Costs- 6-Person Minimum Staffing**

| Unit Type                  | Count    | FTE Count | Total Personnel Cost | Overhead Costs   | Total Costs        |
|----------------------------|----------|-----------|----------------------|------------------|--------------------|
| 3-Person ALS Engine - 24hr | 1        | 10.4      | \$1,053,226          | \$496,168        | \$1,549,394        |
| ALS Ambulance - 24hr       | 1        | 6.9       | \$626,885            | \$496,168        | \$1,123,053        |
| Battalion Chief – 24hr     | 1        | 3.5       | \$527,857            | N/A              | \$527,857          |
| Additional Relief          | 1        | 0.2       | \$18,170             | N/A              | \$18,170           |
| <b>Totals</b>              | <b>2</b> | <b>21</b> | <b>\$2,226,138</b>   | <b>\$992,336</b> | <b>\$3,218,474</b> |

The models are built utilizing full-time employees to illustrate the maximum potential cost, but LFR currently uses part-time or reserve firefighters as part of its minimum staffing strategy. This is a sound financial strategy assuming a sufficient cadre of qualified part-time personnel exists. Utilizing a part-time firefighter represents a potential savings of \$29,701 per year compared to a full-time firefighter assigned to a 56-hour schedule. The projected savings are based on a max hourly rate of \$21/hour. The current average hourly rate for part-time firefighters is \$16.40, so additional savings are anticipated. The CBA limits the number of part-time firefighters per shift to two, so the total savings of six part-time firefighters are listed below.

**Table 69: Personnel Savings from Part-Time Firefighters**

| Number of Part-Time FF Used | Savings   |
|-----------------------------|-----------|
| 1                           | \$29,701  |
| 2                           | \$54,402  |
| 3                           | \$89,103  |
| 4                           | \$118,804 |
| 5                           | \$148,505 |
| 6                           | \$178,206 |

The table below shows the total cost of both the 5-person and 6-person minimum staffing model along with the potential reduced cost based on how many part-time firefighters are incorporated into the staffing strategy.

**Table 70: Impact of Part-Time Firefighters on Personnel Costs**

| Deployment Model | Base Cost   | Cost with 1 PT FF | Cost with 2 PT FF | Cost with 3 PT FF | Cost with 4 PT FF | Cost with 5 PT FF | Cost with 6 PT FF |
|------------------|-------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 5-Person Minimum | \$2,950,459 | \$2,950,459       | \$2,950,459       | \$2,950,459       | \$2,950,459       | \$2,950,459       | \$2,950,459       |
| 6-Person Minimum | \$3,218,474 | \$3,218,474       | \$3,218,474       | \$3,218,474       | \$3,218,474       | \$3,218,474       | \$3,218,474       |

A workload analysis for the proposed model was completed based on the historical experience of both agencies including total calls and a time-on-task (TOT) ratio of 64.73 minutes per call. The current workload is within the capabilities of the proposed units so their additional capacity was calculated using a workload cap of .15 UHU for 24-hour Engines, .25 UHU for 24-hour Ambulances, and .45 UHU for 8-12-hour Ambulances. These workload caps ensure that personnel have adequate time for administrative tasks, training, meal breaks, and rest periods. Based on this analysis the engine can absorb an additional 964 calls before reaching capacity and the ambulance can absorb an additional 352 calls before reaching capacity.

**Table 71: Projected Unit Capacity**

| Unit Type            | Model Call Count | Projected UHU | Capacity for Growth – Call Count | Capacity for Growth – % Increase |
|----------------------|------------------|---------------|----------------------------------|----------------------------------|
| ALS Engine - 24hr    | 538              | 5.4%          | 964                              | 179%                             |
| ALS Ambulance - 24hr | 1728             | 20.8%         | 352                              | 20%                              |
| <b>Totals</b>        | <b>2266</b>      |               | <b>1316</b>                      | <b>58%</b>                       |

**Financial Implications**

The projected cost of the proposed model was calculated using historical revenues and expenditures as reported by the agencies. The following assumptions were utilized to develop the projected revenue and operating costs.

- All non-transport EMS revenue, such as the county contribution, currently collected by the City of Livingston would transfer to the new consolidated system.
- Salary and benefits are consistent with LFR’s current CBA.
- Overtime costs are not included. If the department staffs to the recommended staffing levels, overtime related to minimum staffing should be minimal.
- Personnel costs related to IFT are not included in the 911 models.
- Overhead costs remain consistent with LFR’s historical experience.
- Administrative costs include salary and benefits for the Chief and \$75,000 to contract for additional administrative support

**Table 72: Revenue vs Expenditures for the Consolidated Model with Contract Administrative Services**

| Type of Revenue/Expenditure                                     | 5-Person<br>Minimum Staffing | 6-Person<br>Minimum Staffing |
|---|------------------------------|------------------------------|
| District Revenue (All revenue minus grants and donations)       | \$894,401                    | \$894,401                    |
| Additional Fire Tax Revenue from the City Residents             | \$619,222                    | \$619,222                    |
| City Base EMS Revenue (All EMS revenue minus transport charges) | \$1,142,813                  | \$1,142,813                  |
| 911 Transport Revenue (\$905.99 per transport)                  | \$853,439                    | \$853,439                    |
| <b>Total Revenue</b>  | <b>\$3,509,875</b>           | <b>\$3,509,875</b>           |
| Administrative Costs (Chief & Contract Services)                | \$219,000                    | \$219,000                    |
| Operating Costs (Salary, Benefits, & Overhead)                  | \$2,950,459                  | \$3,218,474                  |
| <b>Total Expenditures</b>                                       | <b>\$3,169,459</b>           | <b>\$3,437,474</b>           |
| <b>Total</b>  | <b>\$340,416</b>             | <b>\$72,401</b>              |

In case the consolidated system is unable to contract for the necessary administrative functions, an additional financial model is provided that includes the two previously mentioned administrative positions.

**Table 73: Revenue vs Expenditures for the Consolidated Model with Full-Time Administrative Support**

| Type of Revenue/Expenditure                                     | 5-Person Minimum Staffing | 6-Person Minimum Staffing |
|---|---------------------------|---------------------------|
| District Revenue (All revenue minus grants and donations)       | \$894,401                 | \$894,401                 |
| Additional Fire Tax Revenue from the City Residents             | \$619,222                 | \$619,222                 |
| City Base EMS Revenue (All EMS revenue minus transport charges) | \$1,142,813               | \$1,142,813               |
| 911 Transport Revenue (\$905.99 per transport)                  | \$853,439                 | \$853,439                 |
| <b>Total Revenue</b>  | <b>\$3,509,875</b>        | <b>\$3,509,875</b>        |
| Administrative Costs (Chief & 2 FTE Admin Positions)            | \$326,000                 | \$326,000                 |
| Operating Costs (Salary, Benefits, & Overhead)                  | \$2,950,459               | \$3,218,474               |
| <b>Total Expenditures</b>                                       | <b>\$3,276,459</b>        | <b>\$3,544,474</b>        |
| <b>Total</b>  | <b>\$233,416</b>          | <b>(\$34,599)</b>         |

The financial models above illustrate the operating costs required to maintain the same level of service the community experiences today. Since the majority of call demand is centered in and around Livingston with the majority being EMS related, the operating costs closely mimic LFR’s current expenditures. However, Fitch recognizes that the District volunteers are an important part of the service delivery model and can serve as a force multiplier on large personnel intensive incidents. The models below include additional costs related to operating the volunteer programs currently in place by the District such as pay-per-call, training, meals, and scholarships.

**Table 74: Revenue vs Expenditures for the Consolidated Model with Contract Administrative Services and Volunteer Expenditures**

| Type of Revenue/Expenditure  | 5-Person Minimum Staffing | 6-Person Minimum Staffing |
|--|---------------------------|---------------------------|
| District Revenue (All revenue minus grants and donations)                                | \$894,401                 | \$894,401                 |
| Additional Fire Tax Revenue from the City Residents                                      | \$619,222                 | \$619,222                 |
| City Base EMS Revenue (All EMS revenue minus transport charges)                          | \$1,142,813               | \$1,142,813               |
| 911 Transport Revenue (\$905.99 per transport)   | \$853,439                 | \$853,439                 |
| <b>Total Revenue</b>   | <b>\$3,509,875</b>        | <b>\$3,509,875</b>        |
| Administrative Costs (Chief & Contract Services)   | \$219,000                 | \$219,000                 |
| Operating Costs (Salary, Benefits, & Overhead)   | \$2,950,459               | \$3,218,474               |
| Volunteer Operating Costs (Pay per call, training, scholarships, equipment, meals, etc.) | \$279,190                 | \$279,190                 |
| Additional District Expenditures (Maintenance, Debt., etc.)                              | \$169,771                 | \$169,771                 |
| <b>Total Expenditures</b>  | <b>\$3,618,420</b>        | <b>\$3,886,435</b>        |
| <b>Total</b>   | <b>(\$108,545)</b>        | <b>(\$376,560)</b>        |

**Table 75: Revenue vs Expenditures for the Consolidated Model with Full-Time Administrative Support and Volunteer Expenditures**

| Type of Revenue/Expenditure  | 5-Person Minimum Staffing | 6-Person Minimum Staffing |
|--|---------------------------|---------------------------|
| District Revenue (All revenue minus grants and donations)                                | \$894,401                 | \$894,401                 |
| Additional Fire Tax Revenue from the City Residents                                      | \$619,222                 | \$619,222                 |
| City Base EMS Revenue (All EMS revenue minus transport charges)                          | \$1,142,813               | \$1,142,813               |
| 911 Transport Revenue (\$905.99 per transport)   | \$853,439                 | \$853,439                 |
| <b>Total Revenue</b>   | <b>\$3,509,875</b>        | <b>\$3,509,875</b>        |
| Administrative Costs (Chief & 2 FTE Admin Positions)                                     | \$326,000                 | \$326,000                 |
| Operating Costs (Salary, Benefits, & Overhead)   | \$2,950,459               | \$3,218,474               |
| Volunteer Operating Costs (Pay per call, training, scholarships, equipment, meals, etc.) | \$279,190                 | \$279,190                 |
| Additional District Expenditures (Maintenance, Debt., etc.)                              | \$169,771                 | \$169,771                 |
| <b>Total Expenditures</b>  | <b>\$3,725,420</b>        | <b>\$3,993,435</b>        |
| <b>Total</b>   | <b>(\$215,545)</b>        | <b>(\$483,560)</b>        |

**Advantages and Disadvantages**

A consolidated model provides an opportunity to reduce administrative and overhead costs, but the operational savings are limited since neither agency has fully developed career systems. A consolidation represents a significant organizational and cultural change to both organizations and both agencies should consider whether they are committed to its success before proceeding.

**Advantages**

The consolidated model represents an opportunity to reduce duplicative costs including one of the fire chiefs, facilities, and apparatus. While this may not represent significant annual savings it should provide a more significant decrease in long-term capital costs. Additionally, a consolidation could make approximately \$1.3 million in Livingston general fund revenue available for other priorities.

Based on the current workload, the consolidated system is capable of absorbing any additional workload associated with the continued growth and development of the community. The recommended units should be able to absorb an additional 1316 responses across the two units.

If the consolidated system is successful, it may provide an opportunity for other districts in Park County to consolidate as well. As additional districts consolidate, more savings should be realized.

Finally, a consolidated system would function under the authority of a single fire chief, meaning policies and procedures would apply to all personnel. This operational alignment should increase the department’s overall effectiveness.

**Disadvantages**

The consolidation of two agencies with vastly different organizational structures, cultures, and procedures can be difficult to successfully implement. If all stakeholders including the city, district, and collective bargaining unit aren't fully committed to successfully navigating the various obstacles it represents a real threat to the success of a consolidated system and ultimately service delivery.

The city would effectively outsource core services and have limited control over the level and types of services provided. Additionally, city residents would experience an increase in taxes, without any appreciable improvement in services.

**Non-Consolidated Fire and EMS**

The non-consolidated model assumes the two agencies remain independent departments. LFR would continue to provide EMS services to the entire county and fire services to the City of Livingston and a 5-mile area outside of the city limits. The District would continue as a largely volunteer agency providing primarily non-EMS service to Park County Rural Fire District #1 and mutual aid to the City of Livingston.

**Organizational Structure**

The organizational structure for a non-consolidated system would remain consistent with each existing agency's current structure. LFR would continue to report to the city manager and District personnel would continue to be managed by the Board of Trustees.

Both agencies would likely retain their own Fire Chief to manage daily operations. Like the consolidated model, LFR would utilize three battalion chiefs to support the Chief and provide shift oversight. While call demand alone does not require a battalion chief assigned to each shift, they do provide the necessary administrative support for LFR. Each battalion chief should be assigned major areas of responsibility for support services including training, EMS QA/QI, logistics/fleet, and community risk reduction. Due to the limited daily staffing, the battalion chief will need to remain operationally flexible and may be required to provide staffing for the engine or ambulance.

The chart below represents the proposed staffing level and organizational structure for LFR. It is based on a minimum daily staffing level of five and a staffing multiplier of 15%. Operational staffing utilizes full-time firefighters for the required minimum staffing to illustrate the maximum cost associated with the model. Since the majority of the call demand is associated with LFR units, staffing levels and structure for LFR are the same as in the consolidated system.

**Table 76: Consolidated Model- Required Staffing for a Minimum Staffing Level of 5**

|           | Minimum<br>Seats per Shift | Number of<br>Shifts | Number of Seats<br>Required | Relief Factor<br>(15%) | Number of<br>Personnel Required |
|-----------|----------------------------|---------------------|-----------------------------|------------------------|---------------------------------|
| 3-platoon | 5                          | 3                   | 15                          | 2.25                   | 17.25                           |

Departments with smaller workforces such as the consolidated system may need to consider modifying the typical relief factor to ensure each shift can reliably provide adequate relief. For example, the typical relief factor above provides two of the three shifts with a relief firefighter, but any operational vacancies on the third shift would need to be filled using overtime. The chart below applies the relief factor of 15% to each shift and then rounds up before multiplying the number of personnel by the number of shifts. The models provided utilize the higher staffing factor to illustrate maximum costs.

**Table 77: Consolidated Model- Required Staffing for a Minimum Staffing Level of 5 with Modified Staffing Factor**

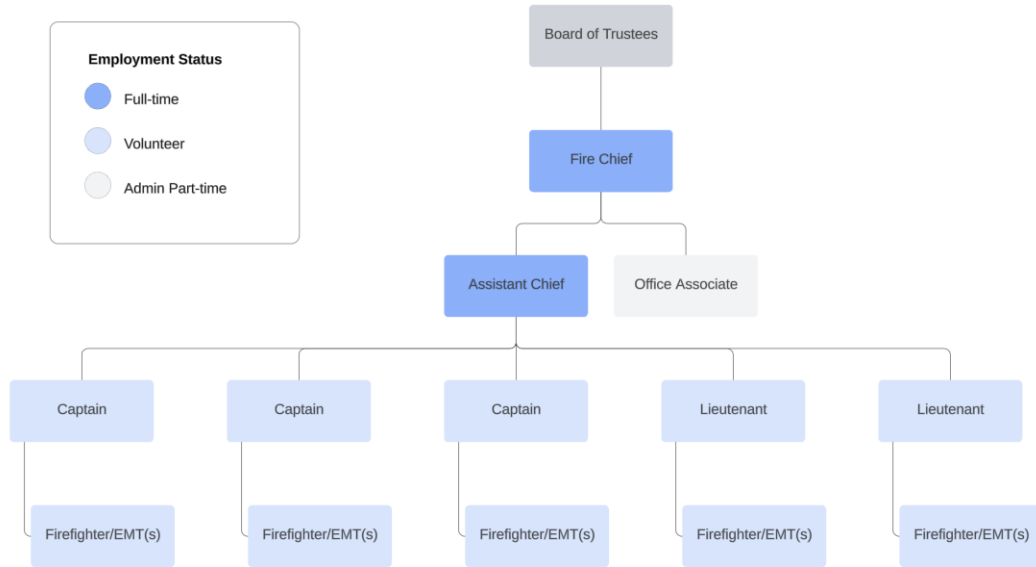
|           | Minimum Seats per Shift | Relief Factor (15%) | Number of Personnel per Shift (Rounded) | Number of Shifts | Number of Personnel Required |
|-----------|-------------------------|---------------------|---|------------------|------------------------------|
| 3-platoon | 5                       | 0.75                | 6                                       | 3                | 18                           |

Finally, a proposed organizational chart is provided for LFR and the District separately.

**Figure 13: LFR Organizational Chart 5-Person Minimum Staffing**



**Figure 14: PCRFD1 Organizational Chart**



**Deployment Strategy and Modeled Performance**

This model will deploy to mirror current performance with an 8-minute Urban and 18-minute Rural Travel Time for emergent 911 calls.

The base deployment model includes a 2-person ALS engine, an ALS ambulance, and a Battalion Chief. The engine staffing would be dynamic, cross-staffing additional units including the ladder truck and a second ambulance based on call demand. Both units are programmed to provide service 24 hours a day by utilizing a 3-platoon or 56-hour work week. The total cost for this deployment model, inclusive of salary, benefits, and operating, are estimated to be \$2,950,459.

**Table 78: Deployment Costs- 5-Person Minimum Staffing**

| Unit Type                  | Count    | FTE Count | Total Personnel Cost | Overhead Costs   | Total Costs        |
|----------------------------|----------|-----------|----------------------|------------------|--------------------|
| 2-Person ALS Engine - 24hr | 1        | 6.9       | \$739,784            | \$496,168        | \$1,235,952        |
| ALS Ambulance - 24hr       | 1        | 6.9       | \$626,885            | \$496,168        | \$1,123,053        |
| Battalion Chief – 24hr     | 1        | 3.5       | \$527,857            | N/A              | \$527,857          |
| Additional Relief          | 1        | 0.7       | \$63,597             | N/A              | \$63,597           |
| <b>Totals</b>              | <b>2</b> | <b>18</b> | <b>\$1,958,123</b>   | <b>\$992,336</b> | <b>\$2,950,459</b> |

Alternatively, a deployment model that includes a 3-person engine is provided for comparison. Although the fire demand is relatively low within the community, the ability to deploy a total of six personnel to the scene of a fire increases their efficiency and effectiveness as it relates to fire attack and victim

rescue. The additional person also provides greater depth in capacity. In a scenario where two simultaneous EMS calls are received, the department would have the ability to respond with a 2-person ambulance to each incident while retaining two personnel to respond to a potential third call. This should allow the department to be less reliant on callbacks and reduce the costs related to them.

This increase in minimum staffing from five to six would cost an additional \$268,015. Alternatively, the system could rely on callbacks, volunteers, and mutual aid to complete the department’s effective response force for high-risk incidents.

**Table 79: Deployment Costs- 6-Person Minimum Staffing**

| Unit Type                  | Count    | FTE Count | Total Personnel Cost | Overhead Costs   | Total Costs        |
|----------------------------|----------|-----------|----------------------|------------------|--------------------|
| 3-Person ALS Engine - 24hr | 1        | 10.4      | \$1,053,226          | \$496,168        | \$1,549,394        |
| ALS Ambulance - 24hr       | 1        | 6.9       | \$626,885            | \$496,168        | \$1,123,053        |
| Battalion Chief – 24hr     | 1        | 3.5       | \$527,857            | N/A              | \$527,857          |
| Additional Relief          | 1        | 0.2       | \$18,170             | N/A              | \$18,170           |
| <b>Totals</b>              | <b>2</b> | <b>21</b> | <b>\$2,226,138</b>   | <b>\$992,336</b> | <b>\$3,218,474</b> |

The models are built utilizing full-time employees to illustrate the maximum potential cost, but LFR currently uses part-time or reserve firefighters as part of its minimum staffing strategy. This is a sound financial strategy assuming a sufficient cadre of qualified part-time personnel exists. Utilizing a part-time firefighter represents a potential savings of \$29,701 per year compared to a full-time firefighter assigned to a 56-hour schedule. The projected savings are based on a max hourly rate of \$21/hour. The current average hourly rate for part-time firefighters is \$16.40, so additional savings are anticipated. The CBA limits the number of part-time firefighters per shift to two, so the total savings of six part-time firefighters are listed below.

**Table 80: Personnel Savings from Part-Time Firefighters**

| Number of Part-Time FF Used | Savings   |
|-----------------------------|-----------|
| 1                           | \$29,701  |
| 2                           | \$54,402  |
| 3                           | \$89,103  |
| 4                           | \$118,804 |
| 5                           | \$148,505 |
| 6                           | \$178,206 |

The table below shows the total cost of both the 5-person and 6-person minimum staffing along with the potential reduced cost based on how many part-time firefighters are incorporated into the staffing plan.

**Table 81: Impact of Part-Time Firefighters on Personnel Costs**

| Deployment Model | Base Cost   | Cost with 1 PT FF | Cost with 2 PT FF | Cost with 3 PT FF | Cost with 4 PT FF | Cost with 5 PT FF | Cost with 6 PT FF |
|------------------|-------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 5-Person Minimum | \$2,950,459 | \$2,950,459       | \$2,950,459       | \$2,950,459       | \$2,950,459       | \$2,950,459       | \$2,950,459       |
| 6-Person Minimum | \$3,218,474 | \$3,218,474       | \$3,218,474       | \$3,218,474       | \$3,218,474       | \$3,218,474       | \$3,218,474       |

A workload analysis for the proposed model was completed based on the historical experience of LFR including total calls and time-on-task (TOT) ratio (64.73 minutes per call). The current workload is within the capabilities of the proposed units so their additional capacity was calculated using a workload cap of .15 UHU for 24-hour Engines, .25 UHU for 24-hour Ambulances, and .45 UHU for 8-12-hour Ambulances. These workload caps ensure that personnel have adequate time for administrative tasks, training, meal breaks, and rest periods. Based on this analysis the engine can absorb an additional 1213 calls before reaching capacity and the ambulance can absorb an additional 352 calls before reaching capacity.

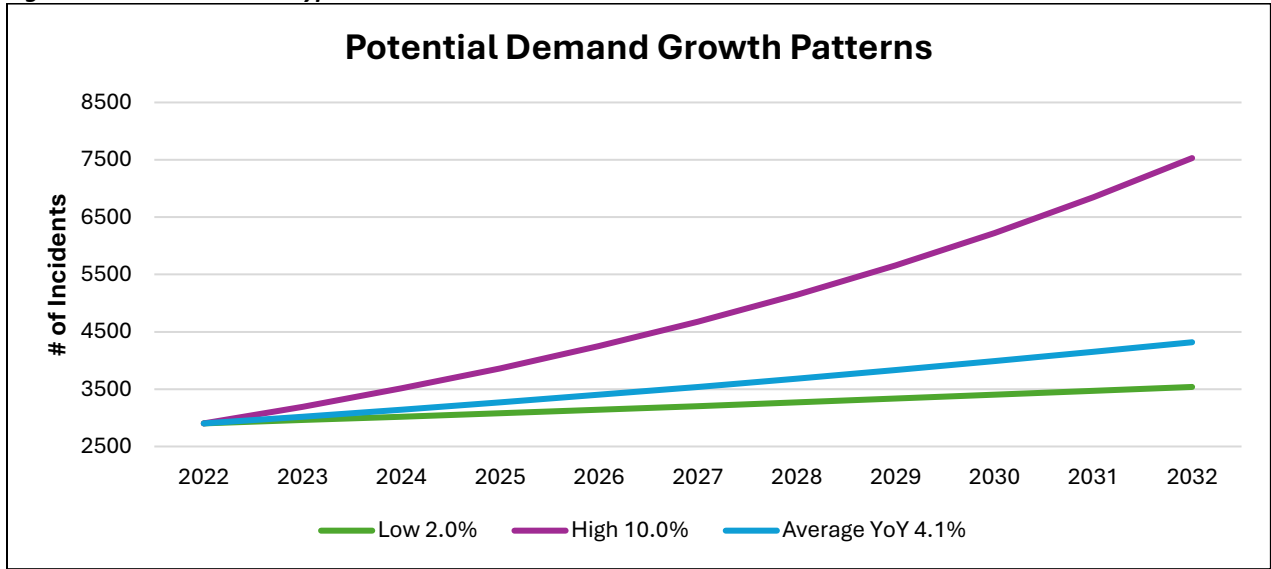
**Table 82: Projected Unit Capacity**

| Unit Type            | Model Call Count | Projected UHU | Capacity for Growth – Call Count | Capacity for Growth -Percent Increase |
|----------------------|------------------|---------------|----------------------------------|---------------------------------------|
| ALS Engine - 24hr    | 289              | 2.9%          | 1213                             | 420%                                  |
| ALS Ambulance - 24hr | 1728             | 20.8%         | 352                              | 20%                                   |
| <b>Totals</b>        | <b>2017</b>      |               | <b>1565</b>                      | <b>78%</b>                            |

The figure below depicts observed call volume during the last three-year reporting periods and various hypothetical growth scenarios for the next 10 years. These projections should be used with caution due to the variability in growth observed across prior calendar years. In all cases, data should be reviewed annually to ensure timely updates to projections and utilization of a five-year rolling average.

Using these growth projections along with the workload analysis above, the agency can predict how long the proposed model will continue to operate effectively. Utilizing the two most likely growth scenarios of average and low, the model should continue to perform reliably for the next 3 – 8 years before needing reinvestment. Due to the variability of growth, the department should evaluate call demand, workload, and performance measures annually to determine if the model needs to be adjusted.

**Figure 15: Observed and Hypothetical Growth in Call Volume**



**Financial Implications**

The projected cost of the proposed model was calculated using historical revenues and expenditures as reported by LFR. The following assumptions were utilized to develop the projected revenue and operating costs.

- All non-transport EMS revenue, such as the county contribution remains consistent.
- Salary and benefits remain consistent with the current CBA.
- Overhead costs remain consistent with LFR’s historical experience.
- Administrative costs include salary and benefits for the Chief.
- Overtime costs are not included. If the department staffs to the recommended staffing levels, overtime related to minimum staffing should be minimal.
- Personnel costs related to IFT are not included in the 911 models.

**Table 83: Revenue vs Expenditures for the Consolidated Model**

| Type of Revenue/Expenditure                                     | 5-Person Minimum Staffing | 6-Person Minimum Staffing |
|---|---------------------------|---------------------------|
| City General Fund Revenue                                       | \$1,299,315               | \$1,299,315               |
| City Base EMS Revenue (All EMS revenue minus transport charges) | \$1,142,813               | \$1,142,813               |
| 911 Transport Revenue (\$905.99 per transport)                  | \$853,459                 | \$853,439                 |
| <b>Total Revenue</b>  | <b>\$3,295,587</b>        | <b>\$3,295,567</b>        |
| Administrative Costs (Chief)                                    | \$144,000                 | \$144,000                 |
| Operating Costs (Salary, Benefits, & Overhead)                  | \$2,950,459               | \$3,218,474               |
| <b>Total Expenditures</b>                                       | <b>\$3,094,459</b>        | <b>\$3,362,474</b>        |
| <b>Total</b>  | <b>\$201,128</b>          | <b>(\$66,907)</b>         |

## ***Advantages and Disadvantages***

A non-consolidated option maintains the current operating structures and limits the amount of change the agencies would experience. It provides the same level of service currently provided but limits the ability to reduce duplicative administrative costs such as the salary and benefits for two chiefs.

### **Advantages**

The non-consolidated model maintains the existing agency structures including labor agreements. Although consolidation poses a potential savings, it is not a significant savings and the difficulty navigating a consolidation could result in conflict and poor morale for years to come.

Based on the current workload, the existing system is capable of absorbing any additional workload associated with the continued growth and development of the community. The recommended units should be able to absorb an additional 1316 responses across the two units.

Finally, by maintaining separate departments, the city retains full control of all core public safety services provided to its residents.

### **Disadvantages -**

Maintaining two distinct agencies when the call demand doesn't warrant, results in increased costs related to apparatus, equipment, and administrative overhead. The District doesn't currently have any paid operational line personnel, but if they were to add them in the future, the potential savings of a consolidated system would increase.

Not consolidating surrenders the potential revenue it would create by extending the District's taxing authority to the City of Livingston. Additionally, the city would need to continue to fund fire services through general fund revenue.

Although not immediately, the City will lose the ability to annex into the District if it becomes a Class 1 city. While a Class 1 city doesn't appear to have any additional requirements for fire and EMS services above what LFR is currently providing, they would be obligated to maintain service as call demand and population grows.

## **Interfacility Transfers**

Interfacility transfers (IFT) are not required but provide an opportunity to generate additional revenue for the agency. In addition, IFTs can provide a valuable service to the community if sufficient third-party providers aren't present in the region. The proposed model for IFTs is independent of whether the agencies consolidate or not.

**Deployment Strategy and Modeled Performance**

The proposed model provides IFT services Monday – Friday from 0800 – 1600 by staffing a dedicated unit. Limiting the availability of IFT services to Monday – Friday captures the majority of the demand while limiting the associated personnel cost. If desired, IFT requests outside of the identified timeframe could be considered utilizing callback personnel or overtime of IFT staff.

It is recommended that the required IFT staffing is achieved by utilizing part-time firefighters. That’s not to suggest that the part-time firefighters have to be physically assigned to the IFT unit, but they would provide sufficient staffing during the given time period to place the IFT unit in service. The chart below provides the personnel costs required to staff an ambulance 8 hours a day, 5 days a week. A maximum rate of \$21/hour was used for part-time firefighters to represent the maximum cost potential.

**Table 84: Personnel Cost for 8-Hour Ambulance Staffed with Reserve Firefighters**

| 8hr Ambulance                | Seats | FTEs | FTE Type  | Staffing Cost |
|------------------------------|-------|------|-----------|---------------|
| Reserve Firefighter 40/hr wk | 2     | 2.0  | Uniformed | \$87,360      |

For comparison, the cost of utilizing full-time personnel is provided as well.

**Table 85: Personnel Cost for 8-Hour Ambulance Staffed with Full-time Firefighters**

| 8hr Ambulance        | Seats | FTEs | FTE Type  | Staffing Cost |
|----------------------|-------|------|-----------|---------------|
| Firefighter 40/hr wk | 2     | 2.0  | Uniformed | \$173,448     |

Alternatively, if the Community Paramedic’s workload allows, they could be paired with one reserve firefighter or full-time Firefighter to provide community paramedic services and IFTs. This would reduce the associated personnel costs by half but slightly reduce unit availability.

When not committed, a dedicated IFT unit also provides additional capacity for 911 services while reducing the costs associated with callback and transfer incentives. If sufficient part-time staffing isn’t available to place the IFT unit in service, then IFTs are denied without impacting 911 service.

A workload analysis for the proposed model was completed based on the historical experience of IFTs including the time-on-task (TOT) for transports (70.4 minutes per call). There was a discrepancy in the number of IFTs included in the CAD data and the number reported by the EMS billing company. To offer the most conservative approach the demand utilizes the 606 IFTs included in the CAD data while the potential revenue generated uses the 319 IFTs reported by the EMS billing company.

**Table 86: Projected Unit Growth Capacity**

| Unit Type           | Model Call Count | Projected UHU | Capacity for Growth – Call Count | Capacity for Growth – % of Increase |
|---------------------|------------------|---------------|----------------------------------|-------------------------------------|
| ALS Ambulance - 8hr | 606              | 34.9%         | 176                              | 29%                                 |

A Monday – Friday ambulance would capture 563 or 93% of the IFT demand assuming all IFT can be achieved between the hours of 0800 – 1600. The unit would also have the capacity to absorb an additional 176 IFTs. To maximize demand, the service along with its operating hours should be communicated to local facilities.

Additionally, all requests for service should be documented inclusive of the day of week, time of day, and disposition (accepted or declined). This will provide the agency with the information required to evaluate the potential for expanding the operating hours in the future.

**Table 87: CY 2022 IFT Demand - All Jurisdictions**

| Day of Week  | 2022 IFT Count - ALL | Avg/Day     |
|--------------|----------------------|-------------|
| Sunday       | 43                   | 0.83        |
| Monday       | 58                   | 1.12        |
| Tuesday      | 139                  | 2.67        |
| Wednesday    | 77                   | 1.48        |
| Thursday     | 131                  | 2.52        |
| Friday       | 60                   | 1.15        |
| Saturday     | 98                   | 1.85        |
| <b>Total</b> | <b>606</b>           | <b>1.66</b> |

**Financial Implications**

Based on the data reported by the EMS billing provider, LFR billed for 319 IFTs in FY23 and collected a total of \$407,209 for a cash per trip of \$1,276.52.

**Table 88: Cash Value per Interfacility Transfer**

|                         | FY21 (Actual) | FY22 (Actual) | FY23 (Actual) |
|-------------------------|---------------|---------------|---------------|
| Interfacility Transfers | 393           | 389           | 319           |
| Cash Collected          | \$585,365     | \$595,042     | \$407,209     |
| Cash per Trip           | \$1,489.48    | \$1,529.67    | \$1,276.52    |

The revenue projections below include options for part-time and full-time staffing and represent the revenue generated by the current demand and the potential revenue if the unit operated at full capacity assuming the CAD data represents unmet demand.

**Table 89: IFT Revenue versus Expenditures with Part-Time Personnel**

| Type of Revenue/Expenditure                      | 319 Transports   | 606 Transports   |
|--|------------------|------------------|
| IFT Transport Revenue (\$1,276.52 per transport) | \$407,209        | \$998,239        |
| Operating Costs (Salary, Benefits, & Overhead)   | \$149,661        | \$143,411        |
| <b>Total</b>                                     | <b>\$257,548</b> | <b>\$854,828</b> |

**Table 90: IFT Revenue versus Expenditures with Full-Time Personnel**

| Type of Revenue/Expenditure                      | 319 Transports   | 606 Transports   |
|--|------------------|------------------|
| IFT Transport Revenue (\$1,276.52 per transport) | \$407,209        | \$998,239        |
| Operating Costs (Salary, Benefits, & Overhead)   | \$235,749        | \$229,499        |
| <b>Total</b>                                     | <b>\$171,460</b> | <b>\$768,740</b> |

According to the providing billing data, IFTs can create a positive cash flow for the agency if it can control the associated personnel costs and maintain demand for the service. Currently, there are no contracts or agreements in place with local facilities so a third-party provider could siphon off demand, effectively reducing the amount of revenue generated by the agency. If the agency is unable to acquire agreements with local facilities, it should use caution in applying IFT revenues to ongoing expenses not related to IFT. Additionally, the agency should continuously monitor demand and revenues and adjust the model accordingly.

**Recommendation:**  
The City should implement a system for tracking IFT requests and services, to include ensuring data agreement between their CAD system and billing company.

**Recommendation:**  
The City should work to secure service contracts for IFT work prior to staffing a unit primarily focused on IFT work.

## ALTERNATIVE TO CONSOLIDATION

If it is determined that consolidation is not in the best interests of the City of Livingston, then the agencies may want to consider pursuing the functional consolidation of key areas. LFR and PCRFD1 are dependent on each other to provide adequate service to their communities, particularly for labor-intensive incidents like Structure Fires, yet they lack common procedures and training standards.

LFR is an established organization and is in a unique position to provide cost-effective services to the District. By establishing a service contract, the District can achieve strategic goals that they may not be able to afford otherwise while allowing LFR to create additional support capacity. An illustrative scope for a service contract might include the following items:

- Policy and Procedure Development – LFR, in cooperation with the District, would be responsible for the development of common policies and procedures for emergency operations. Additionally, LFR would provide in-service training to District personnel on new policies and procedures.
- Training – LFR, in cooperation with the District, would be responsible for initial and ongoing training of District personnel. Training programs may include but are not limited to Firefighter 1 & 2, HM Operations, and EVOC.
- Fire Services – LFR would provide fire response to the entire District response area.

The District identified training and common operating guidelines as unmet needs during onsite interviews and since LFR utilizes the District to contribute to their effective response force, both agencies would benefit from a better trained and integrated workforce. Additionally, LFR currently has no training staff and this may present an option to increase their capacity while meeting the District’s needs.

LFR currently limits its response to fire calls within 5 miles of the city border. Extending their response to the entire district would ensure a consistent initial response while increasing the District’s effective response force to outlying areas. LFR already responds to all EMS calls in the district and the additional call demand associated with non-EMS calls could be accommodated within the proposed optimized staffing models as discussed previously in this report.

If this alternative is selected it is essential for LFR and the District to negotiate the specific requirements of the contract and any performance criteria associated. For example, which and how many training programs are to be delivered annually, what is the required process for policy approval, and what specific incident types would LFR respond to automatically.

**Recommendation:**  
 In the absence of consolidation, then the agencies should pursue the functional consolidation of key administrative and operational areas to ensure the most optimized and efficient collective service provision to their communities.

# STAKEHOLDER INPUT

## Park County Rural Fire District #1 – Observations from Site Visit

-On February 10, 2023, Fitch staff met with the Fire Chief, Deputy Chief, Association President, Treasurer, Chairperson, and Mr. Ron Lindroth for several hours. While much information was gathered for the discussions, the below represents some significant positions that will impact any efforts to achieve any form of consolidation.

**Data** – There was considerable discussion that the data that Mr. Lindroth has already collected represented a “detailed analysis” and that he had collected the important data that Fitch would need. The Chair asserted that she wants the best data to be used in an unbiased fashion. The group is not interested in “driving the outcome” but they see Mr. Lindroth’s work as solid with no need to drive deeper into his data.

**View of the City of Livingston** – Some concerns were raised that the City is focused on environmental issues and land use to the exclusion of all other issues.

**Park County** – There is no effort within Park County for code enforcement. There is limited new growth with most new homesites being 1-10 acres. There is significant pushback to growth and no apparent appetite for economic development.

**Service Delivery** – The District’s goal is to provide the best service they can for an affordable price, and that they want to make it better with what they must work with. There is interest in increasing professionalism and training. There is an apparent overall satisfaction with the response times as there has been no outcry from the public. Concerns were shared that a career approach would not have any real impact on fire losses due to the high travel times in the District (presumed same service model).

**Fiscal Matters** – The District acknowledges they fall short on funding and face staffing struggles. Residents in the rural area would not support rural budget assets going to the City. Cities may impose impact fees, but districts can’t.

**Staffing and Personnel** – Concerns were shared that within the region, smaller rural departments are “aging out” with no replacement streams. It was asserted that ranchers would oppose any plan that had personnel costs at 70% and that there have been members on the Board to ensure such. The District uses student staffing for nights and weekends.

**Wildland and Enterprise Fund** – There is considerable year to year variability with wildland deployments. This creates some variability in the overall budget. Deployments are reported to provide an approximately 50% “profit”. While this is referred to as an enterprise fund, there are no restrictions as to how the funds are used. There can be a considerable “tail” on the deployment reimbursements.

**Positions** – It was asserted that one County agency is likely a better option for now. The two entities could form a new entity, but a Fire Authority is not currently permitted.

**Operations** – There is a joint training facility with limited capabilities. Concerns were expressed regarding a work/life balance due to the demands of the fire chief and deputy chief positions. The Deputy Chief spoke of scenes where they operated in a “dual command” environment (which is inconsistent with national standards). While the City and the District run calls together in a defined five-mile radius, they do not operate with agreed upon operations plans. The District reports that they have no standardized operating procedures.

**Overview**

The District asserts that all data that would be needed can be found in Mr. Lindroth’s reports and that no further deep dive for data is required.

Due to a variety of concerns, and a significant divide between the City and the District in terms of priorities, the District does not see the City supporting any changes.

The service delivery currently provided appears to satisfy the community, especially considering the available resources.

Concerns exist about any transition to a “union shop” and a place for the District Staff to land.

Concerns were expressed by District staff about their workload and the inability to find time for critical issues. The description of “dual command” and the lack of standard operational plans presents a significant health and safety concern that should be placed upon the District’s highest priorities.

**City of Livingston – Observations from Site Visit**

On February 9, 2023, Fitch staff met with the Livingston City Manager, Fire Chief, Deputy Chief, the Planning Director, and Dispatch Staff. The City Attorney was scheduled but not available. In a separate meeting on that same day, Fitch staff met with IAFF Local 630 officials.

**View of the Park County Rural District #1** – The group was clear that a large divide exists on nearly every topic between City and County residents with very strong philosophical differences in taxation. Anecdotally, newer residents relocating to the City, and some to the County, have a higher expectation of services levels than native Montana residents based upon where they came from. Native Montanans are resistant to taxes. The group asserted that the citizens in the rural areas are satisfied, or at least tolerant of the long response times in the District. The Fire Chief sees the Rural District struggling with staffing during the day, but experiences better staffing at nights due to Helena college students.

**Service Delivery** – The City of Livingston and Rural District have very different operational models.

Volunteer callbacks are done when the first EMS unit is dispatched. The group asserted that the dependance of off-duty staffing is not sustainable and that such callbacks are exacting a toll on off-duty responders. The availability of lucrative off-duty work providing fire protection at the nearby Yellowstone Club has impacted availability for callback coverage.

The crews are left to decide if they respond with 2 or 3 persons on an EMS response based upon “their sense of how serious the calls sounds” with the information they are provide. When three people respond, it may leave just one person on duty in the station for an undetermined period. No Emergency Medical Dispatching Protocols are used.

There are no “backstops” with EMS calls and no routine mutual aid exists for EMS except for mass casualty incidents.

**Planning and Development** – The Planning Director predicted no new growth until two current development lawsuits are resolved. Two subdivisions were denied that proposed between 100 and 300

homes. The best growth options are on the north side of the tracks. The City is not looking to annex and is more focused on in-fill. She reported no known plans for high service demand facilities such as nursing homes or assisted living facilities. There is an estimated population growth of 2,000 people by 2030.

**Overview**

Due to a variety of concerns, and a significant divide between the City and the District on priorities, approaches, and funding levels, the City does not anticipate the District supporting any changes.

The service delivery currently provided appears to satisfy the community, especially considering the available resources.

# RECOMMENDATIONS

The following is a listing of recommendations contained within this report, in the order in which they appeared.

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

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

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

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

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

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

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

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

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

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

**Recommendation:**

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

**Recommendation:**

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

**Recommendation:**

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

**Recommendation:**

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

**Recommendation:**

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

**Recommendation:**

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

**Recommendation:**

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

**Recommendation:**

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

**Recommendation:**

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

**Recommendation:**

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

**Recommendation:**

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

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

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

**Recommendation:**  
Both agencies should work diligently to reduce both their dispatch times and turnout times and evaluate the implementation of a Priority Dispatch system.

**Recommendation:**  
Based on the disparate population densities and historical demand in Livingston and Park County, it is recommended that the City or consolidated Agency consider adopting a differentiated service model. This approach utilizes an urban performance standard in high demand urban areas and a rural performance standard in low demand rural areas.

**Recommendation:**  
A benchmark travel time of 8-minutes in the urban areas and 18-minutes in the rural areas should be considered for formal adoption. Once adopted, this metric becomes a tool by which to evaluate the impacts of growth and future resource needs.

**Recommendation:**  
The dissolution of the Fire District model is not recommended for further consideration.

**Recommendation:**  
No further consideration should be given to an EMS only model under the City of Livingston. In addition to the pension implications, this would essentially cede fire protection to the District while still incurring at least 80% of their former financial obligations to keep running EMS.

**Recommendation:**  
The City should work to ensure their EMS billing vendor services are able to provide best practice performance along with data retention, validation, and reporting capabilities for all elements of EMS transport revenue management.

**Recommendation:**  
The City should implement a system for tracking IFT requests and services, to include ensuring data agreement between their CAD system and billing company.

**Recommendation:**  
The City should work to secure service contracts for IFT work prior to staffing a unit primarily focused on IFT work.

**Recommendation:**

In the absence of consolidation, then the agencies should pursue the functional consolidation of key administrative and operational areas to ensure the most optimized and efficient collective service provision to their communities.

