



Livingston City Commission Agenda

January 7, 2025 — 5:30 PM

City – County Complex, Community Room

<https://us02web.zoom.us/j/83837828806?pwd=xAnrcLUba1zXBPxwrUvGYgsO1pGCVN.1>

Meeting ID: 838 3782 8806

Passcode: 828051

1. Call to Order

2. Roll Call

3. Public Comment

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

4. Consent Items

A. APPROVAL OF MINUTES FROM DECEMBER 17, 2024, REGULAR MEETING [PG.4](#)

B. APPROVAL OF CLAIMS PAID 12/12/24 - 1/1/25 [PG.38](#)

C. JUDGES MONTHLY REPORT NOVEMBER 2024 [PG.54](#)

D. PURCHASE ORDER 20143 WITH RESSLER FOR 2025 CHEVROLET 2500 HD SILVERADO [PG.56](#)

E. CONTRACT AMENDMENT - SCJ UPDATE [PG.62](#)

F. AGREEMENT 20144 WITH DISCOVERY VISTA LLC [PG.79](#)

G. AGREEMENT 20145 WITH OFFICE OF INSPECTOR GENERAL OF THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES [PG.89](#)

5. Proclamations

A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA DECLARING JANUARY 9, 2025 AS JAMES "JIMMY" EARL CARTER OBSERVANCE DAY IN LIVINGSTON MONTANA [PG.98](#)

6. Scheduled Public Comment

7. Action Items

A. ELECTION OF CITY COMMISSION OFFICERS FOR CALENDAR YEAR 2025 [PG.100](#)



B. ACTION ARISING FROM MONTANA SIXTH JUDICIAL DISTRICT COURT ORDER APPROVING DISCOVERY VISTA LLC MAJOR SUBDIVISION APPLICATION [PG.103](#)

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

8. City Manager Comment

9. City Commission Comments

10. Adjournment

Calendar of Events

Supplemental Material

Notice

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

File Attachments for Item:

A. APPROVAL OF MINUTES FROM DECEMBER 17, 2024, REGULAR MEETING



Livingston City Commission Agenda

December 17, 2024 — 5:30 PM

City – County Complex, Community Room

<https://us02web.zoom.us/j/83803936151?pwd=d01BYU4veVNSVEdNdERMWEgyK0N6QT09>

Meeting ID: 838 0393 6151
Passcode: 389095

1. Call to Order

Chair Kahle called the meeting to order at 5:34 p.m.

2. Roll Call

Commissioners Present:

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

City Staff Present:

- City Manager Grant Gager
- Policy Analyst Greg Anthony
- City Attorney Jon Hesse
- Chief of Police Wayne Hard
- Planning Director Jennifer Severson
- Livingston Fire & Rescue Chief Josh Chabalowski
- Battalion Chief Jonathan Gilbert
- Battalion Chief Josh Pierce



3. Public Comment

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

- Leslie Feigel thanked the City Manager for attending a ribbon-cutting, and expressed disappointment at the lack of Commissioner attendance. She announced a new business opening from Italy in January. She requested help receiving a breakdown from HRDC on the Livingston portion of the warming center.
- Malcolm and Paulette Fowlie they are requesting to keep their water rights and not be forced to hook into city water. Paulette stated per the DEQ website their well is showing “active/pending and severed” which indicates to them that their water rights are being taken away without their knowledge. She indicated that Public Works Director Holmes sited, on a handout, a specific law that they stated was outdated and does not apply now.

Vice-Chair Nootz asked what law was being sited.

The City Manager stated the handout being referred to is the MCA section that references a requirement to develop a plan for providing services within a reasonable time of annexation, and that reasonable time is interpreted to be approximately five years.

- Linda Mahr expressed support to the previous commenters in their request.

4. Consent Items

- A. APPROVAL OF MINUTES FROM DECEMBER 03, 2024, REGULAR MEETING [PG. 4](#)**
- B. APPROVAL OF CLAIMS PAID 11/28/24 - 12/11/24 [PG. 12](#)**
- C. AGREEMENT 20141 RIGHT-OF-WAY ENCROACHMENT LICENSE WITH VIEW VISTA COMMUNITY [PG. 24](#)**
- D. AGREEMENT 20142 FOR A RIGHT-OF-WAY ENCROACHMENT WITH NANCY KENNEDY [PG. 40](#)**
- E. REVISED AGREEMENT 20129 WITH CLEARY BUILDING CORPORATION [PG. 56](#)**

Chair Kahle pulled item D to address at a later date.

Vice-Chair Nootz pulled item A requesting a minor amendment to reflect a request for more detailed differentiation in residential rates in the storm water feasibility discussion.

Commissioner Schwarz motioned to approve consent items B,C and E seconded by Commissioner Willich. Unanimously approved.



Vice-Chair Nootz motioned to approve consent item A as amended seconded by Commissioner Schwarz. Unanimously approved.

5. Proclamations

6. Scheduled Public Comment

7. Action Items

A. PRESENTATION OF FIRE ENHANCEMENT FEASIBILITY STUDY BY FITCH & ASSOCIATES PG. 87

The City Manager introduced the agenda item, noting it began over two years ago with a grant to Park County Rural Fire District for feasibility study on fire and emergency services enhancement. He stated Fitch & Associates have prepared a report focusing on the feasibility of potentially consolidating City of Livingston Fire and Rescue with Park County Rural Fire.

Representatives Ian and Steve from Fitch & Associates provided an overview of their findings. They explained the data-driven approach, summarizing that operational and financial consolidation could be feasible but would involve policy decisions, stakeholder input, and consideration of governance and staffing cultures.

Commissioner Willich asked who Ron Lindroth was as he is referenced in the study.

The City Manager stated that Ron Lindroth was the interim City Fire Chief before the current City Fire Chief, and at the end of his time as interim Chief he was contracted by Livingston and Park County to do data collection which was a precursor to this study and helped inform this study.

Commissioner Willich wondered if his data was made available to Fitch and Associates.

Ian from Fitch and Associates stated yes, it was available and useful as it served as a road map for them on where to go find information.

Vice-Chair Nootz asked about the roll, if any, that the County Commission has over Rural Fire as she has noticed them listed on the county website, and would like clarification on that.

The City Manager stated Park County Rural Fire #1 is a distinct political subdivision of the state of Montana, and they are not part of the standard County government.

Vice-Chair Nootz asked if there were 3 stations in Park County Rural and wonder if they are shown on any of the presentation maps, this question came in mind during the topic of response times.

Ian from Fitch and Associates stated the GIS report shows these, but for the final report they just focus on the stations that actually deploy resources, and stated the other stations in Park County Rural are used to store apparatuses that they use for Wildfire response.



Vice-Chair Nootz clarified that they don't actually have crews deploying from those other two locations.

Ian from Fitch and Associates stated that is correct and further clarified that those other locations are not able to house crews in their facilities.

Vice-Chair Nootz asked they had considered consolidating only Fire and not EMS?

Ian from Fitch and Associates stated they did, but would not recommend it because it is not financially sustainable due to the current nature of the community and its demand.

Chair Kahle asked if Livingston needs another fire station, particularly one on the North side.

Ian from Fitch and Associates stated if we as a community were interested in reducing call time then we could look at placing another station within Livingston, but reiterated that the current station can get anywhere within the city in 8 minutes.

Vice-Chair Nootz asked for clarification that most calls are coming in from the south side of town.

Ian from Fitch and Associates stated yes, that is correct.

Commissioner Willich stated he noticed and option 1 for the city taking over fire services for the county and sees the recommendation is not to pursue that, but wonders why this isn't a good option.

Ian from Fitch and Associates stated the limitations to that were related to legislative restrictions on a timeline required to do something like that.

Vice-Chair Nootz motioned to receive and file the feasibility study seconded by Commissioner Schwarz.

Public Comment:

- Battalion Chief Jonathan Gilbert, Livingston Fire expressed that consolidation can be beneficial but complex. He highlighted the importance of protecting staff, maintaining morale, and ensuring operation are not compromised.
- Fire Chief Chabalowski echoed Battalion Chief Gilbert's concerns. He mentioned growth on the North side and emphasized careful, deliberate planning.

Vice-Chair Nootz asked for clarification for the record in what capacity are they issuing comments. Is it as city staff, union members, or just a community member?

Battalion Chief Gilbert stated he is representing himself as an employee and chief officer offering comments on things important to him and that is largely people or his team.

Vice-Chair Nootz asked if he was in the Fire Union.

Battalion Chief Gilbert stated he is in the Fire Union, but is not here tonight representing them.



Fire Chief Chabalowski stated he represents the department as a whole, and is not a member of the Fire Union, but does support what their mission represents.

Commissioner Willich stated the study is thorough and data-driven, and he values things like adopting performance benchmarks.

Commissioner Lyons appreciates the complexity and incremental approach and trusts the City Manager on the parts of this that require him and city staff to act on. Overall, he does not feel ready to make any decisions to merge or not and would require more detailed information and more continued conversation.

Commissioner Schwarz emphasized the importance of carefully weighing pros and cons. He expressed concern of direct loss of City control.

Vice-Chair Nootz expressed liking the executive recommendations as they seem efficient and useful regardless of the merger or consolidation. She would like to receive more information before making a decision on the best path forward, and is really interested in knowing what the relationship is between Park County Rural Fire and Park County government. She feels it would be beneficial for the community to understand this. She reminded that this commission puts value in protecting city staff, and invests in staff and says yes, within, reason, when requests for staff come through. She would like to have a public listening session around this topic and really get to know what the community would like to see happen, or if they are even interested in a consolidation. She also wondered if Park County Rural was even interested in this merger or consolidation, and would like the City Manager to reach out about this. She thanked Fitch and Associates for bringing this data to them and shared that it is nice to see the maps and see where calls are going compared to just what is passed along in talking. She felt very comforted to see that there is plenty of capacity in city government, and realized it doesn't always feel like that to staff, but to see that in the study was great and great for the community to hear that we are operating efficiently.

Chair Kahle expressed similar thought on if Park County Rural Fire is interested in consolidating, and would like to know more about the Park County Rural Fire Board and how they operate. She agreed there is a lot of good information in the report of the City of Livingston, but there is a lot of things that should be looked at in more detail. She expressed concerns for staff and doesn't want them to be fearful about coming to work and expressed thanks for all the hard work City Fire and EMS does.

Vice-Chair Nootz asked about the Community Paramedic Program since she did not see that in the study.

The City Manager stated that yes, we have the Community Paramedic Program and we now have the Mobile Crisis Response that is in its early stages. He stated the funding for both of those programs comes through Park County.

Motion unanimously approved.



7:12pm Vice-Chair Nootz motioned for a 10 minute break seconded by Commissioner Lyons. Unanimously approved.

B. ORDINANCE 3056: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 30, ZONING, OF THE LIVINGSTON MUNICIPAL CODE, BY ALTERING SECTION 30.40, SECTION 30.41, SECTION 30.43, AND SECTION 30.51 AS THEY RELATE TO ACCESSORY DWELLING UNITS AND TWO (2) FAMILY DWELLINGS. PG. 189

The City Manager introduced this item as the second reading of Ordinance 3056 and stated these are state code changes that came in the 2023 legislative updates.

Planning Director Severson provided a brief overview, noting that changes are mandated by recent state legislation and clarify that ADUs are only allowed with single-family residences, and the small clarifications requested at the first reading have been incorporated.

Commissioner Schwarz motioned to approve Ordinance 3056 seconded by Commissioner Lyons.

Public Comment:

- Linda Mahr expressed that these ADUs will allow folks to do what the people from a previous denied variance were not permitted to do seems unfair.

Vice-Chair Nootz and Chair Kahle reminded that ADU changes come state mandated.

Chair Kahle stated that the ADUs still have to meet the setback guidelines.

Vice-Chair Nootz stated there has been lots of talk about ADUs but not many permits have come in and asked the City Manager how many have come in since the start of this conversation.

The City Manager stated less than 15 are coming through each year.

The motion to approve Ordinance 3056 was unanimously approved.

C. DISCUSSION OF PROPOSED TECHNIAL AND CONFORMING CHANGES TO THE CITY OF LIVINGSTON SUBDIVISION REGULATIONS PG. 219

The City Manager stated this item is a follow up to the previous meeting and reminded that subdivision regulation updates is one of the key recommendations in the growth policy and updating the regulations to match the provisions in the growth policy makes the most sense to provide the Commission and community the tools to ensure the subdivisions are reflective of the goals of the community with the Growth Policy.

Planning Director Severson then provided a more detail summary of the recommended updates:

1. Alignment with Current MCA References: She explained that several statues under MCA have changed since the City's last subdivision regulation update in 2007



2. **Removal of Inapplicable Rural Provisions:** She noted certain language in the current regulations primarily addresses unzoned or rural county subdivisions. Since Livingston is fully within an urban and zoned area, these sections have been removed or revised.
3. **Improved Clarity and Consistency:** She emphasized that they identified internal inconsistencies or outdated references – such as references to departments or boards that no longer exist – removing or correcting for clarity.
4. **Integration of Current Practices:** She highlighted some sections were updated to reflect how City staff currently handles minor subdivisions, sufficiency review, and final plat approvals in practice. These administrative updates ensure the written regulations match actual procedures.

Commissioner Lyons stated the technical updates are a foundational step that bring current regulations in line with the updated MCA references. He wondered if this initial scope is to just get in line with MCA.

The City Manager stated yes, this is to align with MCA, but he also hopes to receive Commissioner feedback through this process.

Planning Director Severson stated the road standards will be in the next reading.

Commissioner Lyons wondered if expedited review is available to any applicant considering subdividing.

Planning Director Severson stated yes, but will need to be looked at a little closer for some things.

Commissioner Lyons expressed support for the phased approach, noting a more substantive policy change – particularly those tied to the Growth Policy.

Vice-Chair Nootz emphasized the need to proactively involve the public, especially because expedited reviews won't allow the Commission to consider primary criteria like agriculture or wildlife. She stated they need to ensure things like wildlife corridors, noise near rail lines and water drainage issues are in the code.

The City Manager stated the more explicit they are with the regulations the easier it is for staff to see whether an application complies or not. Under expedited review, we don't get to weigh those primary criteria at the Commission level, so the code itself needs to reflect community priorities. He stated they are interested in posting the applications on the website as soon as deemed sufficient to allow for a designated comment period, even for expedited projects.

Vice-Chair Nootz ultimately would like to staff to be able to hear from the public on the expedited reviews. She asked about conditions and where those come in.

Planning Director Severson said that staff is not able to condition.

Chair Kahle pointed out a few typo corrections and updates to include more detail.

Commissioner Lyons asked about a timeline.

The City Manager stated this will come back at the 2nd meeting in January.



Chair Kahle asked the best route to receive public comment on this subject.

The City Manager stated he envisioned that public engagement would start at the second meeting in January.

D. CONSIDERATION OF THE 2025 REGULAR MEETING SCHEDULE OF THE LIVINGSTON CITY COMMISSION PG. 336

The City Manager stated the proposed 2025 schedule follow the traditional first and third Tuesdays. Unlike previous years, no direct conflicts with holidays exist. The Commission may choose to keep the July 1 meeting or not.

Commissioner Lyons motioned to approve the 2025 regular meeting schedule seconded by Commissioner Willich.

Unanimously approved.

Chair Kahle motioned to enter closed session seconded by Vice-Chair Nootz. Unanimously approved.

E. CLOSED SESSION TO DISCUSS LEGAL STRATEGY PURSUANT TO MCA 2-3-203(4)(a) AND ALSO TO DISCUSS MATTERS OF INDIVIDUAL PRIVACY PURSUANT TO MCA 2-3-203(3)

8. City Manager Comment

The City Manager thanked the Commission for their hard work and feedback. He wished everyone a Merry Christmas.

9. City Commission Comments

Commissioner Willich wished everyone a happy holiday season.

Commissioner Lyons: no comment

Commissioner Schwarz referenced a local, informal holiday event with caroling and roasting marshmallows taking place and extended holiday wishes to the community.

Vice-Chair Nootz noted that winter solstice was approaching and it will be getting lighter soon.

Chair Kahle wished the commission and community a happy holiday season and happy New Year.

10. Adjournment

10:30pm Commissioner Lyons motioned to adjourn seconded by Commissioner Schwarz. Unanimously approved.



Calendar of Events

Supplemental Material

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STATE-MANDATED ZONING TEXT AMENDMENT

Accessory Dwelling Units (ADUs) and Duplexes

CITY COMMISSION MEETING

DECEMBER 17, 2024

PURPOSE & SUMMARY OF UPDATES

Updates mandated by 2023 State Laws

- SB 323- Duplexes allowed anywhere Single Family Residential (SFR) allowed
 - Duplexes now allowed in R-I and RMO districts
 - All other zones already allow duplex where SFR allowed
- SB 528- ADUs allowed anywhere SFR exists; limits restrictions on ADUs
 - ADU allowed anywhere a SFR exists (key change is CBD)
 - Removes requirements for parking, Impact Fees and design*

CHANGES TO TABLE 30.40

List of Uses

A = Allowed S = Special Exception Permit Required N = Not Allowed												
	R-I	R-II	RII-MH	R-III	RMO	NC ¹	MU	CBD ²	HC	LI	I	P
One (1) Family Dwellings [±]	A	A	A	A	A	A	A	A -N	A	N	N	N
Two (2) Family Dwellings	N A	A	A	A	N -A	A	A	A -N	A	N	N	N
Multifamily Dwellings	N	A	A	A	N	A	A	A	A	N	N	N
Accessory Dwellings	A	A	A	A	A	N*	A	N*	A	N*	N*	N*

1. NC- Any number of residential units may be established within a building that also contains a commercial use.
 2. CBD—Any number of ~~apartment~~-residential units may be established in an existing commercial building. No new residential structures may be built unless they meet the definition of "~~High-Density~~Multifamily Residential."
 - *New ADUs are allowed in these districts only if a single family residential use already exists on the parcel.
 3. Adult Foster Care Center.
 - a. No more than four (4) residents;
 - b. Staff member must be on board twenty-four (24) hours a day.
 4. Radio Stations do not include radio towers or wireless communication facilities as defined by the Federal Communications Commission.
- ~~*This includes manufactured homes as defined by Ordinance 1813.~~

ADDITIONAL REVISION TBL 30.41 – RESIDENTIAL DENSITY REQUIREMENTS

- ADUs do not apply to duplexes, multi-family, townhomes or condos (ensures ‘gentle infill’ by limiting ADUs to SFR)
- Not required by the state, but in response to feedback from January 2024 City Commission

1. In all ~~residential~~ zoning districts in which accessory dwellings are permitted, the number of accessory dwellings allowed is equivalent to the number of one (1) family dwelling units ~~allowed present~~ on the lot ~~as show in Table 30.41 above. The total number of dwelling units allowed on any lot is the allowed density of the lot in Table 30.41 above plus the equivalent number of accessory dwellings. E.g.: a 7,000 square foot lot in the R-II zoning district allows two (2) dwelling units and two (2) accessory dwellings. Accessory dwelling units shall not apply to two (2) family and multi-family dwellings.~~

A) Applicable to Mobile Home Subdivisions only.

B) Side setback not required for approved townhouse development.

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

CRITERIA FOR ZONING REGULATIONS (MCA 76-2-304)

- Made in accordance with Growth Policy
- Secure safety from fire/ other dangers
- Promote public health, safety and general welfare
- Adequate provision of transportation, water, sewer, schools, parks, and other public requirements
- Reasonable provision of light and air
- Effect on motorized and nonmotorized transportation
- Promotion of compatible urban growth
- Zoning district character and suitability for particular uses
- Conserve building values and encourage appropriate land uses

RECOMMENDATION

Staff recommends the City Commission follow the recommendation of the Consolidated Land Use Board and adopt the text amendments as proposed by Staff and as shown in the attached Draft Ordinance 3056

QUESTIONS ?

Thank you

LIVINGSTON GROWTH POLICY
Final | June 2021

PREPARED BY:
Burton Planning Services
252 Electric Avenue
Westerville, OH 43081
(614) 392-2284
burtonplanning.com

PREPARED FOR:
City of Livingston
220 E. Park Street
Livingston, MT 59047

Applied Communications
151 Wedgwood Lane
Whitefish, MT 59937



Review of Subdivision Regulations

City Commission Meeting
December 17, 2024

PRESENTATION OVERVIEW

- Statutory Authority
- Scope of Review
- Initial Recommendations

PURPOSE OF LOCAL SUBDIVISION REGULATIONS

MCA 76-3-501

(1) The governing body of every...city...shall adopt and provide for the enforcement and administration of subdivision regulations reasonably providing for:

- (a) the **orderly development** of their jurisdiction;
- (b) the **coordination of roads** within subdivided land with other roads (existing and planned);
- (c) the **dedication of land for roadways and public utility easements**;
- (d) the **improvement of roads**;
- (e) the provision of **adequate open spaces for travel, light, air, and recreation**;

PURPOSE OF LOCAL SUBDIVISION REGULATIONS

MCA 76-3-501

(1) The governing body of every ...city...shall adopt and provide for the enforcement and administration of subdivision regulations reasonably providing for: *(cont.)*

(f) the provision of **adequate transportation, water, and drainage;**

(g) **N/A;**

(h) the **avoidance or minimization of congestion;** and

(i) the **avoidance of subdivisions that would involve unnecessary environmental degradation and danger of injury to health, safety, or welfare by reason of natural hazard, including but not limited to fire and wildland fire, or the lack of water, drainage, access, transportation, or other public services or that would necessitate an excessive expenditure of public funds for the supply of the services.**

PURPOSE OF LOCAL SUBDIVISION REGULATIONS

MCA 76-3-501

(2) Any action that is not specifically prohibited in the conditions of subdivision approval is ...allowed or is otherwise subject to additional restrictions that may be provided in the governing documents of the subdivision and applicable zoning regulations.

(3) If a local government has historically interpreted and enforced, or chosen not to enforce, a condition of subdivision approval to the benefit of a parcel owner, the...government may not undertake a different interpretation or enforcement action against a similarly situated parcel owner in the same subdivision.

CRITERIA FOR LOCAL GOVERNMENT REVIEW

MCA 76-3-608

The basis for the governing body's decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision application, preliminary plat, applicable environmental assessment, public hearing, planning board recommendations, or additional information demonstrates that development of the proposed subdivision meets the requirements of this chapter.

CRITERIA FOR LOCAL GOVERNMENT REVIEW

MCA 76-3-608

- (3) A subdivision proposal must undergo review for the following primary criteria:**
- (a) except when the governing body has established an exemption...as provided...76-3-609(2) or (4), or 76-3-616 (N/A), the specific, documentable, and clearly defined impact on:**
- agriculture
 - agricultural water user facilities
 - local services,
 - the natural environment,
 - wildlife,
 - wildlife habitat, and
 - public health and safety, excluding any consideration of...resulting loss of agricultural soils;

CRITERIA FOR LOCAL GOVERNMENT REVIEW

MCA 76-3-608

(3) A subdivision proposal must undergo review for the following primary criteria: (cont.)

(b) compliance with:

(i) the survey requirements provided for in part 4 of this chapter;

(ii) the local subdivision regulations provided for in part 5 of this chapter; and

(iii) the local subdivision review procedure provided for in this part [i.e. 76-3-608.3(a)];

(c) the provision of easements within and to the proposed subdivision for the location and installation of any planned utilities; and

(d) the provision of legal and physical access to each parcel within the proposed subdivision and the required notation of that access on the applicable plat and any instrument of transfer concerning the parcel.

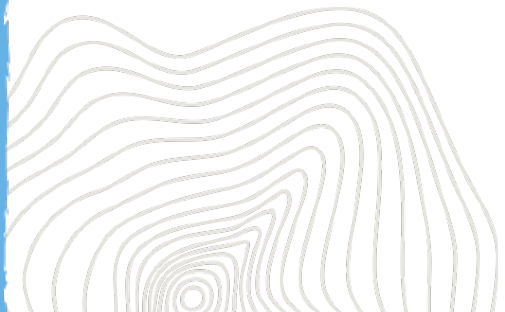
PRESENTATION OVERVIEW

- Statutory Authority
- Scope of Review
- Initial Recommendations

SCOPE OF REVIEW OF SUBDIVISION REGULATIONS

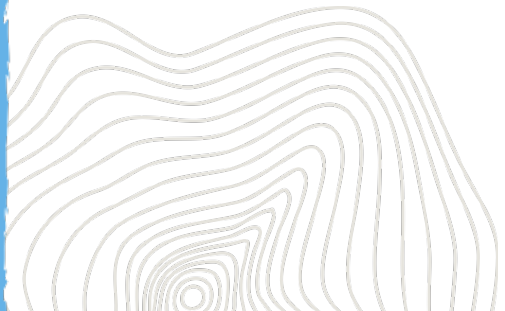
Three Types of Changes:

- Technical and Conforming
- Growth Policy Recommendations
- Community Experience



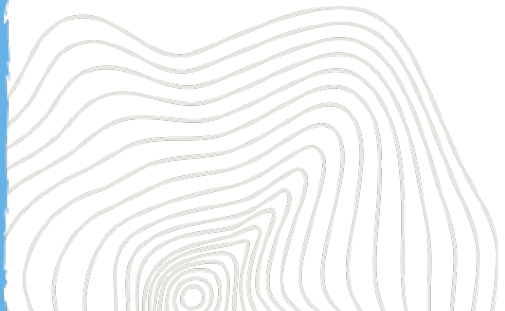
TECHNICAL AND CONFORMING CHANGES

- Reflect compliance with state-mandated changes
- Remove language not applicable to the City
- Align with current city policies and practices
- Improve clarity to make code easier to understand



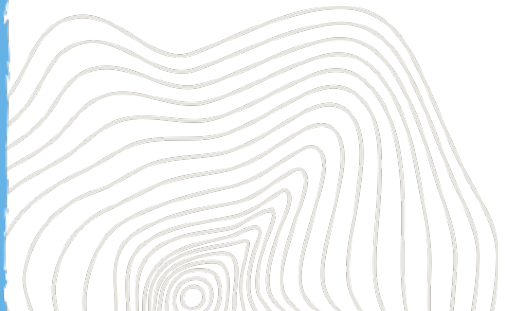
GROWTH POLICY RECOMMENDED CHANGES

- Updated Street Design Standards
- More Restrictive Variance Criteria
- Consideration of Viewshed/ Ridgeline protection language



COMMUNITY EXPERIENCE CHANGES

- Integrate language from MT Dept of Commerce Model Subdivision Regulations
- Updated Fire Protection Language
- Integrate Best Practices for Wildland Urban Interface (WUI) considerations
- Other, as directed by City Commission



PRESENTATION OVERVIEW

- Statutory Authority
- Scope of Review
- Initial Recommendations

TECHNICAL AND CONFORMING CHANGES

- State-mandated Revisions and related updates necessitated by those revisions (through 2023 MT Legislative Session)
- Consistency between State and City regulations
- Removal of language not applicable to the City (rural areas)
- Alignment with current city policies and practices
- Formatting, Nomenclature, Consistency and Clarity within Ch. 28

STRATEGIC ALIGNMENT

The proposed updates support Land Use Recommendations for Subdivisions identified in Chapter 11 in the Growth Policy:

- Update regulations to add language from the MT Subdivision and Platting Act.
- Include definitions within document (i.e. Subdivision Regulations in Ch. 28).
- All definitions should be updated to meet the intent of the zoning code, subdivision regulations, recommendations of the Growth Policy and compliance with state, county, and local laws.
- Ensure references to MCA and MSPA are up to date.
- Ensure all fees are included and cover staff and City resource costs to process each application.

QUESTIONS?



LIVINGSTON
M O N T A N A

File Attachments for Item:

B. APPROVAL OF CLAIMS PAID 12/12/24 - 1/1/25

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ALL SERVICE TIRE & ALIGNMENT							
22	ALL SERVICE TIRE & ALIGNME	69334	930G CAT LOADER	12/04/2024	85.00	85.00	12/12/2024
22	ALL SERVICE TIRE & ALIGNME	69340	Mount AND BALANCE	12/04/2024	80.00	80.00	12/12/2024
22	ALL SERVICE TIRE & ALIGNME	69349	New Tires	12/06/2024	900.00	900.00	12/20/2024
22	ALL SERVICE TIRE & ALIGNME	69366	Flat repair	12/10/2024	20.00	20.00	12/20/2024
22	ALL SERVICE TIRE & ALIGNME	69378	New Tires	12/11/2024	2,100.00	2,100.00	12/20/2024
Total ALL SERVICE TIRE & ALIGNMENT:					3,185.00	3,185.00	
ALPINE ELECTRONICS RADIO SHACK							
402	ALPINE ELECTRONICS RADIO	10311378	Office Supplies	11/26/2024	609.00	609.00	12/12/2024
402	ALPINE ELECTRONICS RADIO	10311796	DRY ERASE MARKERS	12/09/2024	10.40	10.40	12/20/2024
402	ALPINE ELECTRONICS RADIO	10311805	KEYBOARD	12/10/2024	44.99	44.99	12/12/2024
402	ALPINE ELECTRONICS RADIO	70009367	RETURN	11/27/2024	50.00-	50.00-	12/12/2024
Total ALPINE ELECTRONICS RADIO SHACK:					614.39	614.39	
ALSCO							
10005	ALSCO	LBIL1919591	LIBRARY	01/24/2024	26.09	26.09	12/20/2024
10005	ALSCO	LBIL1928278	CIVIC CENTER	03/06/2024	135.85	135.85	12/20/2024
10005	ALSCO	LBIL1935213	CIVIC CENTER	03/27/2024	137.89	137.89	12/20/2024
10005	ALSCO	LBIL1942025	CIVIC CENTER	04/25/2024	135.85	135.85	12/20/2024
10005	ALSCO	LBIL1948826	CIVIC CENTER	05/22/2024	139.93	139.93	12/20/2024
10005	ALSCO	LBIL1955608	CIVIC CENTER	06/20/2024	141.90	141.90	12/20/2024
10005	ALSCO	LBIL1963953	LIBRARY	07/24/2024	26.69	26.69	12/20/2024
10005	ALSCO	LBIL1967246	LIBRARY	08/07/2024	26.69	26.69	12/20/2024
10005	ALSCO	LBIL1968895	CIVIC CENTER	08/14/2024	139.81	139.81	12/20/2024
10005	ALSCO	LBIL1970548	LIBRARY	08/21/2024	26.70	26.70	12/20/2024
10005	ALSCO	LBIL1988075	CIVIC CENTER	11/06/2024	148.25	148.25	12/20/2024
10005	ALSCO	LBIL1992680	LIBRARY	11/27/2024	28.07	28.07	12/20/2024
10005	ALSCO	LBIL1994233	CIVIC CENTER	12/04/2024	148.07	148.07	12/20/2024
10005	ALSCO	LBIL1995760	LIBRARY	12/11/2024	30.90	30.90	12/20/2024
10005	ALSCO	LBIL1996301	330 BENNETT	12/13/2024	17.51	17.51	12/20/2024
10005	ALSCO	LBIL1996301	330 BENNETT	12/13/2024	17.50	17.50	12/20/2024
10005	ALSCO	LBIL1996301	330 BENNETT	12/13/2024	17.50	17.50	12/20/2024
10005	ALSCO	LBIL1996301	330 BENNETT	12/13/2024	17.50	17.50	12/20/2024
Total ALSCO:					1,362.70	1,362.70	
AMERICAN SOLUTIONS FOR BUSINESS							
10005	AMERICAN SOLUTIONS FOR B	INV07830745	Holiday Cards	12/05/2024	257.38	257.38	12/12/2024
Total AMERICAN SOLUTIONS FOR BUSINESS:					257.38	257.38	
BALCO UNIFORM COMPANY, INC.							
3371	BALCO UNIFORM COMPANY, IN	81573-2	EMANUEL CLASS A	12/06/2024	96.00	96.00	12/12/2024
3371	BALCO UNIFORM COMPANY, IN	81831	Uniform- Holbrook	12/09/2024	279.00	279.00	12/12/2024
Total BALCO UNIFORM COMPANY, INC.:					375.00	375.00	
CASELLE							
3763	CASELLE	137585	APPLICATION SOFTWARE	12/01/2024	3,159.00	3,159.00	12/12/2024
3763	CASELLE	137585	APPLICATION SOFTWARE	12/01/2024	99.00	99.00	12/12/2024
3763	CASELLE	137585	APPLICATION SOFTWARE	12/01/2024	99.00	99.00	12/12/2024
3763	CASELLE	137585	APPLICATION SOFTWARE	12/01/2024	191.00	191.00	12/12/2024
3763	CASELLE	137585	APPLICATION SOFTWARE	12/01/2024	191.00	191.00	12/12/2024
3763	CASELLE	137585	APPLICATION SOFTWARE	12/01/2024	291.00	291.00	12/12/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CASELLE:					4,030.00	4,030.00	
CDW-GOVERNMENT							
10003	CDW-GOVERNMENT	AB5NE7J	printer	11/13/2024	284.28	284.28	12/12/2024
Total CDW-GOVERNMENT:					284.28	284.28	
COFFMAN'S PEAK ELECTRIC, LLC							
3491	COFFMAN'S PEAK ELECTRIC, L	12412293	FLOOR BOXES	12/08/2024	786.20	786.20	12/12/2024
Total COFFMAN'S PEAK ELECTRIC, LLC:					786.20	786.20	
COMDATA							
2671	COMDATA	XW660/204127	fire	12/01/2024	272.50	272.50	12/12/2024
2671	COMDATA	XW660/204127	ems	12/01/2024	2,129.32	2,129.32	12/12/2024
Total COMDATA:					2,401.82	2,401.82	
CORE & MAIN LP							
3733	CORE & MAIN LP	W056788	COLD ASPHALT	12/05/2024	286.00	286.00	12/12/2024
3733	CORE & MAIN LP	W123843	COLD ASPHALT	12/10/2024	728.00	728.00	12/20/2024
3733	CORE & MAIN LP	W123843	COLD ASPHALT	12/10/2024	728.00	728.00	12/20/2024
Total CORE & MAIN LP:					1,742.00	1,742.00	
CRASH CHAMPIONS							
9	CRASH CHAMPIONS	61201445	2021 DODGE DURANGO REPAI	11/26/2024	6,126.65	6,126.65	12/20/2024
Total CRASH CHAMPIONS:					6,126.65	6,126.65	
CULLIGAN OF BOZEMAN							
10000	CULLIGAN OF BOZEMAN	575X0202100	SOLAR SALT	11/30/2024	18.75	18.75	12/20/2024
Total CULLIGAN OF BOZEMAN:					18.75	18.75	
DELL MARKETING L.P.							
745	DELL MARKETING L.P.	10789142469	BRUCE COMPUTER	12/13/2024	1,162.30	1,162.30	12/20/2024
Total DELL MARKETING L.P.:					1,162.30	1,162.30	
DELTA SIGNS & GRAPHICS							
509	DELTA SIGNS & GRAPHICS	3188	Decals for City Trucks	12/09/2024	312.00	312.00	12/12/2024
Total DELTA SIGNS & GRAPHICS:					312.00	312.00	
FERGUSON WATERWORKS #1701							
2386	FERGUSON WATERWORKS #17	0903288	IPERL	10/01/2024	1,533.44	1,533.44	12/20/2024
Total FERGUSON WATERWORKS #1701:					1,533.44	1,533.44	
FETTERHOFF, PAIGE							
3680	FETTERHOFF, PAIGE	2024.12	LEADERSHIP 49	12/16/2024	187.60	187.60	12/20/2024
Total FETTERHOFF, PAIGE:					187.60	187.60	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
FREEDOM FOREVER LLC							
10007	FREEDOM FOREVER LLC	5411	REFUND 1024 PRAIRIE	07/25/2024	307.25	307.25	12/12/2024
10007	FREEDOM FOREVER LLC	5429	REFUND 1202 MULE HAVEN DR	08/20/2024	562.95	562.95	12/12/2024
Total FREEDOM FOREVER LLC:					870.20	870.20	
FRONTLINE AG SOLUTIONS, LLC							
2516	FRONTLINE AG SOLUTIONS, LL	1192537	ADAPTER FITTING	12/11/2024	7.95	7.95	12/20/2024
2516	FRONTLINE AG SOLUTIONS, LL	1192539	BOLTS	12/11/2024	52.71	52.71	12/20/2024
2516	FRONTLINE AG SOLUTIONS, LL	1192540	GREASE	12/11/2024	84.88	84.88	12/20/2024
2516	FRONTLINE AG SOLUTIONS, LL	1192542	CAP	12/11/2024	40.32	40.32	12/20/2024
2516	FRONTLINE AG SOLUTIONS, LL	1192543	Blade	12/11/2024	144.00	144.00	12/20/2024
2516	FRONTLINE AG SOLUTIONS, LL	1192544	BLADE	12/11/2024	287.54	287.54	12/20/2024
2516	FRONTLINE AG SOLUTIONS, LL	1192545	SOCKET	12/11/2024	9.76	9.76	12/20/2024
Total FRONTLINE AG SOLUTIONS, LLC:					627.16	627.16	
GENERAL DISTRIBUTING COMPANY							
1845	GENERAL DISTRIBUTING COM	0001445947	PARTS	11/30/2024	35.64	35.64	12/12/2024
1845	GENERAL DISTRIBUTING COM	0001447707	Patient Supplies	11/30/2024	166.80	166.80	12/12/2024
Total GENERAL DISTRIBUTING COMPANY:					202.44	202.44	
GRANITE TECHNOLOGY SOLUTIONS, INC							
2426	GRANITE TECHNOLOGY SOLU	33899	FLOOR BOX CABLING	12/16/2024	1,620.84	1,620.84	12/20/2024
Total GRANITE TECHNOLOGY SOLUTIONS, INC:					1,620.84	1,620.84	
GRAYBEAL'S ALL SERVICE							
98	GRAYBEAL'S ALL SERVICE	17419	WRF REPAIR	10/28/2024	553.00	553.00	12/20/2024
Total GRAYBEAL'S ALL SERVICE:					553.00	553.00	
HAEFS, BRAD							
541	HAEFS, BRAD	2024.11	REIMBURSE TRAINING	11/24/2024	365.00	365.00	12/12/2024
Total HAEFS, BRAD:					365.00	365.00	
HERRERA ENVIRONMENTAL CONSULTANTS INC							
10005	HERRERA ENVIRONMENTAL C	57866	PROFESSIONAL SERVICES	12/09/2024	1,062.50	1,062.50	12/20/2024
Total HERRERA ENVIRONMENTAL CONSULTANTS INC:					1,062.50	1,062.50	
HORIZON AUTO PARTS							
1920	HORIZON AUTO PARTS	018010	ADHESIVE REMOVER	12/05/2024	70.28	70.28	12/20/2024
1920	HORIZON AUTO PARTS	018142	DUALDUROMETER SEAL	12/06/2024	36.99	36.99	12/20/2024
1920	HORIZON AUTO PARTS	018322	WEIR FAB	12/10/2024	70.07	70.07	12/20/2024
Total HORIZON AUTO PARTS:					177.34	177.34	
IBS INC							
10004	IBS INC	861580-1	GLOVES	11/27/2024	804.22	804.22	12/12/2024
Total IBS INC:					804.22	804.22	
INDUSTRIAL COMM & ELEC OF BOZEMAN							
3455	INDUSTRIAL COMM & ELEC OF	34981	RADIO PROGRAMMING	12/01/2024	252.00	252.00	12/12/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total INDUSTRIAL COMM & ELEC OF BOZEMAN:					252.00	252.00	
JERRY HAPPE							
10006	JERRY HAPPE	2024.10.30	BALIFF JURY	10/30/2024	100.00	100.00	12/20/2024
10006	JERRY HAPPE	2024.11.15	BALIFF JURY	11/15/2024	65.00	65.00	12/20/2024
10006	JERRY HAPPE	2024.11.20	BALIFF JURY	11/20/2024	35.00	35.00	12/20/2024
10006	JERRY HAPPE	2024.12.2	BALIFF JURY	12/02/2024	135.00	135.00	12/20/2024
Total JERRY HAPPE:					335.00	335.00	
KELLEY CREATE							
10006	KELLEY CREATE	38008318	AGREEMENT 112-1689019-000	12/02/2024	125.29	125.29	12/20/2024
Total KELLEY CREATE:					125.29	125.29	
KEN'S EQUIPMENT REPAIR, INC							
1390	KEN'S EQUIPMENT REPAIR, IN	61319	#532 DUMP TRUCK	08/22/2023	1,308.75	1,308.75	12/20/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63788	E85	11/06/2024	48.10	48.10	12/20/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63837	TRANSMISSION REPAIR	11/15/2024	318.35	318.35	12/20/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63842	HOSES	11/15/2024	261.30	261.30	12/20/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63853	LEAKING RADIATOR	11/19/2024	195.00	195.00	12/20/2024
Total KEN'S EQUIPMENT REPAIR, INC:					2,131.50	2,131.50	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	2203454	Water	11/26/2024	12.00-	12.00-	12/20/2024
2830	LEHRKIND'S COCA-COLA	2206672	Water	12/11/2024	42.50	42.50	12/20/2024
2830	LEHRKIND'S COCA-COLA	2206673	Water	12/10/2024	24.00	24.00	12/20/2024
Total LEHRKIND'S COCA-COLA:					54.50	54.50	
LIVINGSTON DAYCARE, LLC							
3407	LIVINGSTON DAYCARE, LLC	2025_01	Parking Lease	01/01/2025	3,000.00	3,000.00	12/20/2024
Total LIVINGSTON DAYCARE, LLC:					3,000.00	3,000.00	
MASTERCARD							
3184	MASTERCARD	2024_10 CHAB	VEHICLE R1 REGISTRATION	11/01/2024	24.36	24.36	11/12/2024
3184	MASTERCARD	2024_10 CHAB	IO SUPPLIES	11/01/2024	3,049.34	3,049.34	11/12/2024
3184	MASTERCARD	2024_10 DELA	Insulated Glove	11/01/2024	29.99	29.99	11/12/2024
3184	MASTERCARD	2024_10 DELA	Winter Boots	11/01/2024	167.00	167.00	11/12/2024
3184	MASTERCARD	2024_10 FETT	ANNUAL MEMBERSHIP	11/01/2024	130.00	130.00	11/12/2024
3184	MASTERCARD	2024_10 FETT	JANITORIAL SUPPLIES	11/01/2024	86.95	86.95	11/12/2024
3184	MASTERCARD	2024_10 FETT	JANITORIAL SUPPLIES	11/01/2024	49.38	49.38	11/12/2024
3184	MASTERCARD	2024_10 FETT	OFFICE SUPPLIES	11/01/2024	15.97	15.97	11/12/2024
3184	MASTERCARD	2024_10 FETT	LEGAL SUPPLIES	11/01/2024	9.79	9.79	11/12/2024
3184	MASTERCARD	2024_10 FETT	OFFICE SUPPLIES	11/01/2024	161.58	161.58	11/12/2024
3184	MASTERCARD	2024_10 FETT	OFFICE SUPPLIES	11/01/2024	79.97	79.97	11/12/2024
3184	MASTERCARD	2024_10 FETT	DOG TREATS	11/01/2024	14.98	14.98	11/12/2024
3184	MASTERCARD	2024_10 FETT	TRUNK OR TREAT	11/01/2024	180.12	180.12	11/12/2024
3184	MASTERCARD	2024_10 FETT	JANITORIAL SUPPLIES	11/01/2024	51.98	51.98	11/12/2024
3184	MASTERCARD	2024_10 FETT	AICPA MEMBERSHIP	11/01/2024	350.00	350.00	11/12/2024
3184	MASTERCARD	2024_10 FETT	KEYBOARD	11/01/2024	27.99	27.99	11/12/2024
3184	MASTERCARD	2024_10 FETT	OFFICE SUPPLIES	11/01/2024	11.70	11.70	11/12/2024
3184	MASTERCARD	2024_10 FETT	COMPUTER MONITOR	11/01/2024	229.99	229.99	11/12/2024
3184	MASTERCARD	2024_10 FETT	COMPUTER MONITOR	11/01/2024	229.99	229.99	11/12/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2024_10 FETT	AICPA CONFERENCE - TRAVEL	11/01/2024	33.54	33.54	11/12/2024
3184	MASTERCARD	2024_10 FETT	HEATED SOCKS & GLOVES	11/01/2024	151.98	151.98	11/12/2024
3184	MASTERCARD	2024_10 FETT	CLIPBOARD	11/01/2024	12.98	12.98	11/12/2024
3184	MASTERCARD	2024_10 FETT	OFFICE SUPPLIES	11/01/2024	83.38	83.38	11/12/2024
3184	MASTERCARD	2024_10 FETT	AICPA CONFERENCE - MEALS	11/01/2024	31.16	31.16	11/12/2024
3184	MASTERCARD	2024_10 FETT	AICPA CONFERENCE - MEALS	11/01/2024	30.81	30.81	11/12/2024
3184	MASTERCARD	2024_10 FETT	FILE FOLDERS	11/01/2024	23.42	23.42	11/12/2024
3184	MASTERCARD	2024_10 FETT	AICPA CONFERENCE - MEALS	11/01/2024	59.06	59.06	11/12/2024
3184	MASTERCARD	2024_10 FETT	AICPA CONFERENCE - MEALS	11/01/2024	40.84	40.84	11/12/2024
3184	MASTERCARD	2024_10 FETT	AICPA CONFERENCE - MEALS	11/01/2024	63.19	63.19	11/12/2024
3184	MASTERCARD	2024_10 FETT	AICPA CONFERENCE - MEALS	11/01/2024	27.12	27.12	11/12/2024
3184	MASTERCARD	2024_10 FETT	AICPA CONFERENCE - TRAVEL	11/01/2024	18.91	18.91	11/12/2024
3184	MASTERCARD	2024_10 FETT	AICPA CONFERENCE - TRAVEL	11/01/2024	3.00	3.00	11/12/2024
3184	MASTERCARD	2024_10 GAG	Zoom Subscription	11/01/2024	40.00	40.00	11/12/2024
3184	MASTERCARD	2024_10 GAG	Animal Control Training	11/01/2024	850.00	850.00	11/12/2024
3184	MASTERCARD	2024_10 GAG	Code Enforcement Jackets	11/01/2024	474.80	474.80	11/12/2024
3184	MASTERCARD	2024_10 GAG	Monthly Subscription	11/01/2024	20.00	20.00	11/12/2024
3184	MASTERCARD	2024_10 GAG	Food for Meeting	11/01/2024	24.46	24.46	11/12/2024
3184	MASTERCARD	2024_10 GAG	Monthly Subscription	11/01/2024	20.00	20.00	11/12/2024
3184	MASTERCARD	2024_10 GAG	Monthly Subscription	11/01/2024	60.00	60.00	11/12/2024
3184	MASTERCARD	2024_10 GAG	Hotel for MLCT (GG)	11/01/2024	192.52	192.52	11/12/2024
3184	MASTERCARD	2024_10 GAG	Hotel for MLCT (GA)	11/01/2024	192.52	192.52	11/12/2024
3184	MASTERCARD	2024_10 GAG	Hotel for MLCT (Kahle)	11/01/2024	192.52	192.52	11/12/2024
3184	MASTERCARD	2024_10 GAG	MLCT Meal	11/01/2024	162.65	162.65	11/12/2024
3184	MASTERCARD	2024_10 GAG	MLCT Meal	11/01/2024	20.67	20.67	11/12/2024
3184	MASTERCARD	2024_10 GAG	Employee Appreciation	11/01/2024	678.50	678.50	11/12/2024
3184	MASTERCARD	2024_10 GILB	MEALS - MOVE OVER MONTAN	11/01/2024	218.55	218.55	11/12/2024
3184	MASTERCARD	2024_10 GILB	ZOLL MONITOR ADAPTOR	11/01/2024	443.00	443.00	11/12/2024
3184	MASTERCARD	2024_10 GILB	E1 TOOLS REPLACE	11/01/2024	83.32	83.32	11/12/2024
3184	MASTERCARD	2024_10 GILB	COMMAND 2 CONES	11/01/2024	225.43	225.43	11/12/2024
3184	MASTERCARD	2024_10 GLAS	FAX	11/01/2024	34.99	34.99	11/12/2024
3184	MASTERCARD	2024_10 GLAS	TRANSACTION FEE	11/01/2024	.31	.31	11/12/2024
3184	MASTERCARD	2024_10 GLAS	TONER/ SHEET PROTECTORS	11/01/2024	754.03	754.03	11/12/2024
3184	MASTERCARD	2024_10 GRA	postage to 60115; 59486; 60016	11/01/2024	15.33	15.33	11/12/2024
3184	MASTERCARD	2024_10 GRA	09.27-10.29.2024 water	11/01/2024	183.58	183.58	11/12/2024
3184	MASTERCARD	2024_10 GRA	bookmobile oil	11/01/2024	70.91	70.91	11/12/2024
3184	MASTERCARD	2024_10 GRA	bookmobile registration	11/01/2024	192.46	192.46	11/12/2024
3184	MASTERCARD	2024_10 GRA	2 books	11/01/2024	30.40	30.40	11/12/2024
3184	MASTERCARD	2024_10 GRA	batteries	11/01/2024	48.96	48.96	11/12/2024
3184	MASTERCARD	2024_10 GRA	18 books	11/01/2024	355.20	355.20	11/12/2024
3184	MASTERCARD	2024_10 GRA	4 books	11/01/2024	78.12	78.12	11/12/2024
3184	MASTERCARD	2024_10 GRA	1 book	11/01/2024	24.00	24.00	11/12/2024
3184	MASTERCARD	2024_10 GRA	9 books	11/01/2024	195.20	195.20	11/12/2024
3184	MASTERCARD	2024_10 GRA	postage to 02481; 62701	11/01/2024	9.26	9.26	11/12/2024
3184	MASTERCARD	2024_10 GRA	color toner	11/01/2024	478.56	478.56	11/12/2024
3184	MASTERCARD	2024_10 GRA	postage to 83263; 59901; 80631;	11/01/2024	19.73	19.73	11/12/2024
3184	MASTERCARD	2024_10 GRA	19 books	11/01/2024	423.20	423.20	11/12/2024
3184	MASTERCARD	2024_10 GRA	7 books	11/01/2024	195.98	195.98	11/12/2024
3184	MASTERCARD	2024_10 GRA	postage to 60506; 59722	11/01/2024	9.78	9.78	11/12/2024
3184	MASTERCARD	2024_10 GRA	postage to 61273; 59457	11/01/2024	9.51	9.51	11/12/2024
3184	MASTERCARD	2024_10 GRA	books	11/01/2024	257.36	257.36	11/12/2024
3184	MASTERCARD	2024_10 GRA	postage to 51503; 95819; 57783;	11/01/2024	18.31	18.31	11/12/2024
3184	MASTERCARD	2024_10 GRA	11 books	11/01/2024	253.60	253.60	11/12/2024
3184	MASTERCARD	2024_10 GRA	envelopes; bungee cords	11/01/2024	15.95	15.95	11/12/2024
3184	MASTERCARD	2024_10 GRA	postage	11/01/2024	9.51	9.51	11/12/2024
3184	MASTERCARD	2024_10 GRA	1 book	11/01/2024	38.35	38.35	11/12/2024
3184	MASTERCARD	2024_10 GRA	postage to 60025; 85709; 12084	11/01/2024	13.91	13.91	11/12/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2024_10 HAPP	SNACK FOR JURY TRIAL	11/01/2024	41.79	41.79	11/12/2024
3184	MASTERCARD	2024_10 HAPP	STAMPS	11/01/2024	292.00	292.00	11/12/2024
3184	MASTERCARD	2024_10 HAR	Postage	11/01/2024	19.54	19.54	11/12/2024
3184	MASTERCARD	2024_10 HAR	Training	11/01/2024	204.97	204.97	11/12/2024
3184	MASTERCARD	2024_10 HAR	Training	11/01/2024	795.00	795.00	11/12/2024
3184	MASTERCARD	2024_10 HAR	Training	11/01/2024	311.00	311.00	11/12/2024
3184	MASTERCARD	2024_10 HAR	investigation software	11/01/2024	1,834.00	1,834.00	11/12/2024
3184	MASTERCARD	2024_10 HAR	Postage	11/01/2024	18.20	18.20	11/12/2024
3184	MASTERCARD	2024_10 HAR	Training	11/01/2024	369.77	369.77	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	62.16	62.16	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	62.17	62.17	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	62.17	62.17	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	62.17	62.17	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	62.17	62.17	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Training Supplies- Reasonable Su	11/01/2024	3.57	3.57	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Training Supplies- Reasonable Su	11/01/2024	3.58	3.58	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Training Supplies- Reasonable Su	11/01/2024	3.58	3.58	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Training Supplies- Reasonable Su	11/01/2024	3.58	3.58	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Training Supplies- Reasonable Su	11/01/2024	3.58	3.58	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	17.59	17.59	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	17.60	17.60	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	17.60	17.60	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	17.60	17.60	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	17.60	17.60	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	17.60	17.60	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Training Supplies- Reasonable Su	11/01/2024	7.39	7.39	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Training Supplies- Reasonable Su	11/01/2024	7.39	7.39	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Training Supplies- Reasonable Su	11/01/2024	7.39	7.39	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Training Supplies- Reasonable Su	11/01/2024	7.39	7.39	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Training Supplies- Reasonable Su	11/01/2024	7.39	7.39	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Training Supplies- Reasonable Su	11/01/2024	7.38	7.38	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Animal Control Officer- Supplies	11/01/2024	34.99	34.99	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Animal Control Officer- Supplies	11/01/2024	126.95	126.95	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	1.99	1.99	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	2.00	2.00	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	2.00	2.00	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	2.00	2.00	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	2.00	2.00	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies- ACO Darci	11/01/2024	58.98	58.98	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Animal Control Officer- Supplies	11/01/2024	12.98	12.98	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Water Dept Rep & Main General	11/01/2024	15.98	15.98	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Water analysis supplies	11/01/2024	27.04	27.04	11/12/2024
3184	MASTERCARD	2024_10 KINNI	St. Maint. Project Lunches	11/01/2024	7.98	7.98	11/12/2024
3184	MASTERCARD	2024_10 KINNI	St. Maint. Project Lunches	11/01/2024	56.13	56.13	11/12/2024
3184	MASTERCARD	2024_10 KINNI	St. Maint. Project Lunches	11/01/2024	82.90	82.90	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Sewer Liftstation Supplies	11/01/2024	129.99	129.99	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	24.49	24.49	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	24.49	24.49	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	24.49	24.49	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	24.49	24.49	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	24.48	24.48	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	25.58	25.58	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	25.58	25.58	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	25.58	25.58	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	25.58	25.58	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	25.58	25.58	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	8.38	8.38	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	8.39	8.39	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	8.39	8.39	11/12/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	8.39	8.39	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Office Supplies	11/01/2024	8.39	8.39	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Water Dept. Office Supplies	11/01/2024	57.66	57.66	11/12/2024
3184	MASTERCARD	2024_10 KINNI	Accountant- Lap top extender	11/01/2024	149.99	149.99	11/12/2024
3184	MASTERCARD	2024_10 PIER	RESCUE SUPPLIES	11/01/2024	187.08	187.08	11/12/2024
3184	MASTERCARD	2024_10 PIER	TRAINING MATERIALS	11/01/2024	49.99	49.99	11/12/2024
3184	MASTERCARD	2024_10 PURK	medwrite	11/01/2024	7,001.29	7,001.29	11/12/2024
3184	MASTERCARD	2024_10 PURK	File 941	11/01/2024	5.95	5.95	11/12/2024
3184	MASTERCARD	2024_10 RUBI	2 night hotel in Butte Montana for	11/01/2024	434.00	434.00	11/12/2024
3184	MASTERCARD	2024_10 RUBI	Training	11/01/2024	375.00	375.00	11/12/2024
3184	MASTERCARD	2024_10 RUBI	Lunch - Conference	11/01/2024	12.50	12.50	11/12/2024
3184	MASTERCARD	2024_10 RUBI	Dinner - Conference	11/01/2024	37.73	37.73	11/12/2024
3184	MASTERCARD	2024_10 RUBI	Dinner - Conference	11/01/2024	54.87	54.87	11/12/2024
3184	MASTERCARD	2024_10 RUBI	Lunch - Conference	11/01/2024	9.00	9.00	11/12/2024
3184	MASTERCARD	2024_10 SEVE	Zoom Monthly Subscription- Plan	11/01/2024	56.59	56.59	11/12/2024
3184	MASTERCARD	2024_10 SEVE	MAP conference- Hotel	11/01/2024	386.39	386.39	11/12/2024
3184	MASTERCARD	2024_10 SEVE	Hotel amenity fee	11/01/2024	5.00	5.00	11/12/2024
3184	MASTERCARD	2024_10 SEVE	League of Cities Conference- Nig	11/01/2024	93.85	93.85	11/12/2024
3184	MASTERCARD	2024_10 SEVE	League of Cities Conference- Lun	11/01/2024	21.48	21.48	11/12/2024
3184	MASTERCARD	2024_10 SEVE	League of Cities Conference- 1 Ni	11/01/2024	321.76-	321.76-	11/12/2024
3184	MASTERCARD	2024_10 SEVE	Downtown Main St Conference R	11/01/2024	231.75	231.75	11/12/2024
3184	MASTERCARD	2024_10 SEVE	Downtown Main St Conference R	11/01/2024	231.75	231.75	11/12/2024
3184	MASTERCARD	2024_10 SKAG	Parks Dept. Travel/Meals	11/01/2024	44.99	44.99	11/12/2024
3184	MASTERCARD	2024_10 SKAG	Parks Dept. Travel/Meals	11/01/2024	52.14	52.14	11/12/2024
3184	MASTERCARD	2024_10 SKAG	Parks Dept. Travel/Meals	11/01/2024	13.98	13.98	11/12/2024
3184	MASTERCARD	2024_10 STOR	New Sweeper Registration	11/01/2024	24.36	24.36	11/12/2024
3184	MASTERCARD	2024_10 TARR	Chili Cookoff Dessert	11/01/2024	25.96	25.96	11/12/2024
3184	MASTERCARD	2024_10 TARR	Trunk or Treat Advertisement	11/01/2024	14.95	14.95	11/12/2024
3184	MASTERCARD	2024_10 TARR	Recreation Department Promotion	11/01/2024	629.28	629.28	11/12/2024
3184	MASTERCARD	2024_10 TARR	Adult Volleyball League Banner	11/01/2024	66.00	66.00	11/12/2024
3184	MASTERCARD	2024_10 TARR	Concessions Supplies	11/01/2024	10.98	10.98	11/12/2024
3184	MASTERCARD	2024_10 TARR	Communication Tool	11/01/2024	1.86	1.86	11/12/2024
3184	MASTERCARD	2024_10 TARR	Concessions Supplies	11/01/2024	27.28	27.28	11/12/2024
3184	MASTERCARD	2024_10 TARR	Concessions Supplies	11/01/2024	41.25	41.25	11/12/2024
3184	MASTERCARD	2024_10 TARR	Subscription	11/01/2024	20.00	20.00	11/12/2024
3184	MASTERCARD	2024_10 TARR	Halloween Event Supplies	11/01/2024	44.04	44.04	11/12/2024
3184	MASTERCARD	2024_10 TARR	Holiday Flyers - PRINT	11/01/2024	156.00	156.00	11/12/2024
3184	MASTERCARD	2024_10 TARR	Concessions Supplies	11/01/2024	126.06	126.06	11/12/2024
3184	MASTERCARD	2024_10 TARR	Concessions Supplies	11/01/2024	58.99	58.99	11/12/2024
3184	MASTERCARD	2024_10 TARR	Kitchen Concession Upgrades	11/01/2024	94.97	94.97	11/12/2024
3184	MASTERCARD	2024_10 TARR	Volleyballs Returned	11/01/2024	94.98-	94.98-	11/12/2024
3184	MASTERCARD	2024_10 TARR	Concession Serving Compliance -	11/01/2024	15.00	15.00	11/12/2024
3184	MASTERCARD	2024_10 TARR	Concession Serving Compliance -	11/01/2024	15.00	15.00	11/12/2024
3184	MASTERCARD	2024_10 TARR	Kitchen Upgrades	11/01/2024	157.89	157.89	11/12/2024
3184	MASTERCARD	2024_10 TARR	Concession Supplies	11/01/2024	19.98	19.98	11/12/2024
3184	MASTERCARD	2024_10 TIDW	WRF Repair & Maint Supplies	11/01/2024	51.98	51.98	11/12/2024
3184	MASTERCARD	2024_10 TIDW	WRF Safety Risk Mgmt Supplies	11/01/2024	139.99	139.99	11/12/2024
3184	MASTERCARD	2024_10 TIDW	WRF Safety Risk Mgmt Supplies	11/01/2024	45.81	45.81	11/12/2024
3184	MASTERCARD	2024_10 TIDW	WRF Safety Risk Mgmt Supplies	11/01/2024	34.98	34.98	11/12/2024
3184	MASTERCARD	2024_10 TIDW	WRF Repair & Maint Supplies	11/01/2024	67.45	67.45	11/12/2024
3184	MASTERCARD	2024_10 TIDW	WRF Repair & Maint Supplies	11/01/2024	56.12	56.12	11/12/2024
3184	MASTERCARD	2024_10 TIDW	WRF Repair & Maint Supplies	11/01/2024	82.92	82.92	11/12/2024
3184	MASTERCARD	2024_10 TIDW	WRF Repair & Maint Supplies	11/01/2024	35.94	35.94	11/12/2024
3184	MASTERCARD	2024_10 TIDW	WRF Repair & Maint Supplies	11/01/2024	108.64	108.64	11/12/2024
3184	MASTERCARD	2024_10 TIDW	WRF Repair & Maint Supplies	11/01/2024	34.20	34.20	11/12/2024
3184	MASTERCARD	2024_10 TIDW	Parks Dept Opp Supplies- Weir	11/01/2024	116.40	116.40	11/12/2024
3184	MASTERCARD	2024_10 TIDW	WRF Safety Risk Mgmt Supplies	11/01/2024	71.98	71.98	11/12/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2024_10 TOW	Sewer Truck Camera Supplies	11/01/2024	196.97	196.97	11/12/2024
Total MASTERCARD:					30,001.50	30,001.50	
MEGHAN VIEGUT							
10004	MEGHAN VIEGUT	81535	CLASS B UNIFORM	11/13/2024	71.21	71.21	12/12/2024
Total MEGHAN VIEGUT:					71.21	71.21	
MICROCOMM							
10000	MICROCOMM	19558	TRANSDUCER	11/22/2024	1,704.56	1,704.56	12/20/2024
Total MICROCOMM:					1,704.56	1,704.56	
MIDWAY RENTAL, INC.							
3040	MIDWAY RENTAL, INC.	2031102-0001	parts	12/02/2024	450.03	450.03	12/12/2024
Total MIDWAY RENTAL, INC.:					450.03	450.03	
MISC							
99999	MISC	TK2023-0213	Bond Refund	12/20/2024	195.00	195.00	12/20/2024
99999	MISC	TK2024-0254	Bond Refund	12/20/2024	590.00	590.00	12/20/2024
99999	MISC	TK2024-0277	JURY DUTY	12/01/2024	25.00	25.00	12/12/2024
99999	MISC	TK2024-0277.1	JURY DUTY	12/01/2024	25.00	25.00	12/12/2024
99999	MISC	TK2024-0277.1	JURY DUTY	12/01/2024	12.00	12.00	12/12/2024
99999	MISC	TK2024-0277.1	JURY DUTY	12/01/2024	12.00	12.00	12/12/2024
99999	MISC	TK2024-0277.1	JURY DUTY	12/01/2024	12.00	12.00	12/12/2024
99999	MISC	TK2024-0277.1	JURY DUTY	12/01/2024	12.00	12.00	12/12/2024
99999	MISC	TK2024-0277.1	JURY DUTY	12/01/2024	12.00	12.00	12/12/2024
99999	MISC	TK2024-0277.1	JURY DUTY	12/01/2024	12.00	12.00	12/12/2024
99999	MISC	TK2024-0277.1	JURY DUTY	12/01/2024	12.00	12.00	12/12/2024
99999	MISC	TK2024-0277.1	JURY DUTY	12/01/2024	12.00	12.00	12/12/2024
99999	MISC	TK2024-0277.1	JURY DUTY	12/01/2024	12.00	12.00	12/12/2024
99999	MISC	TK2024-0277.2	JURY DUTY	12/01/2024	25.00	25.00	12/12/2024
99999	MISC	TK2024-0277.2	JURY DUTY	12/01/2024	12.00	12.00	12/12/2024
99999	MISC	TK2024-0277.4	JURY DUTY	12/01/2024	25.00	25.00	12/12/2024
99999	MISC	TK2024-0277.6	JURY DUTY	12/01/2024	25.00	25.00	12/12/2024
99999	MISC	TK2024-0277.7	JURY DUTY	12/01/2024	12.00	12.00	12/12/2024
99999	MISC	TK2024-0277.8	JURY DUTY	12/01/2024	12.00	12.00	12/12/2024
99999	MISC	TK2024-0277.9	JURY DUTY	12/01/2024	12.00	12.00	12/12/2024
99999	MISC	TK2024-0277-3	JURY DUTY	12/01/2024	25.00	25.00	12/12/2024
99999	MISC	TK2024-0322	Bond Refund	12/20/2024	1,000.00	1,000.00	12/20/2024
99999	MISC	TK2024-0370	Bond Refund	12/20/2024	335.00	335.00	12/20/2024
Total MISC:					2,426.00	2,426.00	
MONTANA DEPT OF TRANSPORTATION							
2393	MONTANA DEPT OF TRANSP	2024_12	Mission Field Loan	12/02/2024	962.50	962.50	12/12/2024
2393	MONTANA DEPT OF TRANSP	2024_12	Mission Field Loan	12/02/2024	15.64	15.64	12/12/2024
Total MONTANA DEPT OF TRANSPORTATION:					978.14	978.14	
MOUNTAIN FRESH CLEANING							
10005	MOUNTAIN FRESH CLEANING	FB0000132	JANITORIAL SERVICES	12/06/2024	2,800.00	2,800.00	12/12/2024
Total MOUNTAIN FRESH CLEANING:					2,800.00	2,800.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MSU EXTENSION SERVICE							
3275	MSU EXTENSION SERVICE	42	NOV. ECONOMIC DEVELOPME	12/09/2024	2,797.72	2,797.72	12/12/2024
Total MSU EXTENSION SERVICE:					2,797.72	2,797.72	
MURDOCH'S RANCH & HOME SUPPLY							
3688	MURDOCH'S RANCH & HOME S	010696396	drilling hammer	11/04/2024	171.01	171.01	12/26/2024
3688	MURDOCH'S RANCH & HOME S	010703219	ratchet	11/04/2024	124.98	124.98	12/26/2024
3688	MURDOCH'S RANCH & HOME S	010768843	niTRILE	11/08/2024	72.95	72.95	12/26/2024
3688	MURDOCH'S RANCH & HOME S	010850752	WINTER SUPPLIES	11/11/2024	170.98	170.98	12/26/2024
3688	MURDOCH'S RANCH & HOME S	010863786	DISCH HOSE	11/12/2024	538.65	538.65	12/26/2024
3688	MURDOCH'S RANCH & HOME S	010868984	DISCH HOSE	11/12/2024	99.98	99.98	12/26/2024
3688	MURDOCH'S RANCH & HOME S	010896144	COUPLERS	11/14/2024	158.84	158.84	12/26/2024
3688	MURDOCH'S RANCH & HOME S	010982746	WIRE ROPE	11/18/2024	345.05	345.05	12/26/2024
3688	MURDOCH'S RANCH & HOME S	011000959	pOLYBLEND BRAID	11/19/2024	182.97	182.97	12/26/2024
3688	MURDOCH'S RANCH & HOME S	011008546	HEAT TAPE	11/19/2024	68.96	68.96	12/26/2024
3688	MURDOCH'S RANCH & HOME S	INVC-0356406	RETURN DISCH HOSE	11/14/2024	64.99-	64.99-	12/26/2024
Total MURDOCH'S RANCH & HOME SUPPLY:					1,869.38	1,869.38	
NORTHWEST PARTS & EQUIPMENT							
10005	NORTHWEST PARTS & EQUIPM	B156154	HENSLEY TOOTH	12/02/2024	76.88	76.88	12/20/2024
10005	NORTHWEST PARTS & EQUIPM	B718704-01	GLASS WINDOW	11/11/2024	301.62	301.62	12/20/2024
10005	NORTHWEST PARTS & EQUIPM	B718788-01	GLASS WINDOW	12/05/2024	56.19	56.19	12/20/2024
Total NORTHWEST PARTS & EQUIPMENT:					434.69	434.69	
NORTHWEST PIPE FITTINGS, INC							
423	NORTHWEST PIPE FITTINGS, I	5223071-1	CURB BOX	11/26/2024	354.80	354.80	12/20/2024
Total NORTHWEST PIPE FITTINGS, INC:					354.80	354.80	
NORTHWESTERN ENERGY							
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	12/12/2024	384.08	384.08	12/26/2024
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	12/12/2024	384.09	384.09	12/26/2024
151	NORTHWESTERN ENERGY	0709794-2 202	WRF 316 Bennett	12/06/2024	1,960.96	1,960.96	12/26/2024
151	NORTHWESTERN ENERGY	0709796-7 202	97 View Vista Drive	12/12/2024	6.00	6.00	12/26/2024
151	NORTHWESTERN ENERGY	0709869-2 202	Carol Lane	12/12/2024	121.94	121.94	12/26/2024
151	NORTHWESTERN ENERGY	0709870-0 202	G Street Park - 422 S G	12/12/2024	107.44	107.44	12/26/2024
151	NORTHWESTERN ENERGY	0709871-8 202	Star Addition - Lights	12/12/2024	281.61	281.61	12/26/2024
151	NORTHWESTERN ENERGY	0709873-4 202	800 W Cambridge - Pump Station	12/12/2024	23.69	23.69	12/26/2024
151	NORTHWESTERN ENERGY	0709874-2 202	Werner Addition Pump	12/06/2024	124.01	124.01	12/26/2024
151	NORTHWESTERN ENERGY	0709875-9 202	900 River Drive Pump	12/06/2024	2,412.95	2,412.95	12/26/2024
151	NORTHWESTERN ENERGY	0709876-7 202	132 South B Street - B St Well	12/09/2024	1,421.45	1,421.45	12/26/2024
151	NORTHWESTERN ENERGY	0709878-3 202	227 River Drive - Concessions sta	12/09/2024	33.25	33.25	12/26/2024
151	NORTHWESTERN ENERGY	0709879-1 202	227 River Drive - Softball Field	12/09/2024	8.70	8.70	12/26/2024
151	NORTHWESTERN ENERGY	0709891-6 202	15 Fleshman Creek-Cemetery Wo	12/12/2024	.00	.00	
151	NORTHWESTERN ENERGY	0709892-4 202	40 Water Tower Avenue	12/12/2024	55.48	55.48	12/26/2024
151	NORTHWESTERN ENERGY	0709894-0 202	56 Water Tower	12/06/2024	554.52	554.52	12/26/2024
151	NORTHWESTERN ENERGY	0709914-6 202	1011 River Dr - Edge Water Sewe	12/06/2024	38.39	38.39	12/26/2024
151	NORTHWESTERN ENERGY	0719058-0 202	3 Rogers Lane Lift Station	12/06/2024	137.32	137.32	12/26/2024
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	12/06/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	12/06/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	12/06/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720176-7 202	Weimer Park	12/12/2024	8.31	8.31	12/26/2024
151	NORTHWESTERN ENERGY	1134866-1 202	N 2nd & Montana & Chinook	12/12/2024	55.84	55.84	12/26/2024
151	NORTHWESTERN ENERGY	1134879-4 202	N 7th & Montana & Chinook	12/12/2024	23.03	23.03	12/26/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	1155965-5 202	229 River Drive	12/12/2024	6.00	6.00	12/26/2024
151	NORTHWESTERN ENERGY	1290352-2 202	School Flasher Park & 13th	12/12/2024	9.50	9.50	12/26/2024
151	NORTHWESTERN ENERGY	1441030-2 202	D & Geyser Well House	12/06/2024	1,688.61	1,688.61	12/26/2024
151	NORTHWESTERN ENERGY	1452951-5 202	Starlow on Monroe	12/06/2024	603.30	603.30	12/26/2024
151	NORTHWESTERN ENERGY	1493850-0 202	412 W Callender	12/12/2024	63.19	63.19	12/26/2024
151	NORTHWESTERN ENERGY	1498936-2 202	I90 & 89S-ing	12/12/2024	6.26	6.26	12/26/2024
151	NORTHWESTERN ENERGY	1594141-2 202	9th & 10th Lift Station	12/06/2024	44.93	44.93	12/26/2024
151	NORTHWESTERN ENERGY	1613803-4 202	M & N on Callender	12/12/2024	46.50	46.50	12/26/2024
151	NORTHWESTERN ENERGY	1728687-3 202	Transfer Station 408 Bennett Stre	12/06/2024	336.25	336.25	12/26/2024
151	NORTHWESTERN ENERGY	1747570-8 202	D & E on Callender	12/12/2024	29.68	29.68	12/26/2024
151	NORTHWESTERN ENERGY	1747572-4 202	F & G on Callender	12/12/2024	15.64	15.64	12/26/2024
151	NORTHWESTERN ENERGY	1893530-4 202	600 W Park	12/12/2024	47.43	47.43	12/26/2024
151	NORTHWESTERN ENERGY	1893536-1 202	E Street & Alley	12/12/2024	27.34	27.34	12/26/2024
151	NORTHWESTERN ENERGY	1893541-1 202	18 W Park	12/12/2024	98.16	98.16	12/26/2024
151	NORTHWESTERN ENERGY	1906055-7 202	815 North 13th - Soccer Fields (Irr	12/16/2024	.00	.00	
151	NORTHWESTERN ENERGY	2023479-5 202	900 W Geyser Street School Light	12/12/2024	6.54	6.54	12/26/2024
151	NORTHWESTERN ENERGY	2023484-5 202	1100 W Geyser Street School Lig	12/12/2024	6.41	6.41	12/26/2024
151	NORTHWESTERN ENERGY	2114861-4 202	132 South B Street Lights	12/12/2024	175.07	175.07	12/26/2024
151	NORTHWESTERN ENERGY	2138754-3 202	G Street Park - Mike Webb Park	12/12/2024	6.00	6.00	12/26/2024
151	NORTHWESTERN ENERGY	2171060-3 202	Scale House 408 Bennett Street	12/12/2024	115.49	115.49	12/26/2024
151	NORTHWESTERN ENERGY	3015965-1 202	330 Bennett - Fire Training Center	12/12/2024	105.11	105.11	12/26/2024
151	NORTHWESTERN ENERGY	3093003-6 202	114 West Summit	12/12/2024	15.39	15.39	12/26/2024
151	NORTHWESTERN ENERGY	3093023-4 202	320 North Main	12/12/2024	.00	.00	
151	NORTHWESTERN ENERGY	3093027-5 202	105 West Park	12/12/2024	46.23	46.23	12/26/2024
151	NORTHWESTERN ENERGY	3141997-1 202	C & D on Lewis	12/12/2024	20.06	20.06	12/26/2024
151	NORTHWESTERN ENERGY	3184602-5 202	202 South 2nd	12/12/2024	24.96	24.96	12/26/2024
151	NORTHWESTERN ENERGY	3210240-2 202	616 River Drive	12/12/2024	6.00	6.00	12/26/2024
151	NORTHWESTERN ENERGY	3258086-2 202	2800 East Park Lift Station	12/12/2024	445.99	445.99	12/26/2024
151	NORTHWESTERN ENERGY	3258262-9 202	320 Alpenglow Lift Station	12/06/2024	167.69	167.69	12/26/2024
151	NORTHWESTERN ENERGY	3267010-1 202	330 Bennett - Compactor	12/06/2024	110.79	110.79	12/26/2024
151	NORTHWESTERN ENERGY	3287727-6 202	320 Alpenglow LN-	12/12/2024	38.70	38.70	12/26/2024
151	NORTHWESTERN ENERGY	3386783-9 202	Btwn G and H on Clark	12/12/2024	38.99	38.99	12/26/2024
151	NORTHWESTERN ENERGY	3386845-6 202	Btwn I and K on Callender	12/12/2024	29.25	29.25	12/26/2024
151	NORTHWESTERN ENERGY	3386846-4 202	Btwn 7th and 8th on Summit	12/12/2024	9.70	9.70	12/26/2024
151	NORTHWESTERN ENERGY	3506014-4 202	Brookstone/Elm	12/12/2024	.00	.00	
151	NORTHWESTERN ENERGY	3566038-0 202	114 East Callender	12/12/2024	53.58	53.58	12/26/2024
151	NORTHWESTERN ENERGY	3566039-8 202	115 East Lewis	12/12/2024	29.04	29.04	12/26/2024
151	NORTHWESTERN ENERGY	3585235-9 202	New WRF 316 Bennett	12/06/2024	14,295.86	14,295.86	12/26/2024
151	NORTHWESTERN ENERGY	3643752-3 202	115 East Clark	12/12/2024	.00	.00	
151	NORTHWESTERN ENERGY	3643753-1 202	112 East Clark	12/12/2024	65.86	65.86	12/26/2024
151	NORTHWESTERN ENERGY	3678204-3 202	502 River Dr. Pmp	12/09/2024	14.53	14.53	12/26/2024
151	NORTHWESTERN ENERGY	3725873-8 202	340 Bennett	12/12/2024	33.14	33.14	12/26/2024
151	NORTHWESTERN ENERGY	3753023-5 202	410 Bennett Transfer St Shop	12/10/2024	523.83	523.83	12/26/2024
151	NORTHWESTERN ENERGY	3787060-7 202	Green Acres Lights	12/12/2024	71.63	71.63	12/26/2024
151	NORTHWESTERN ENERGY	3787427-8 202	Green Acres	12/12/2024	218.49	218.49	12/26/2024
151	NORTHWESTERN ENERGY	3828216-6 202	203 W Callender	12/12/2024	74.30	74.30	12/26/2024
151	NORTHWESTERN ENERGY	3867654-0 202	2222 Willow Dr. Lt A	12/12/2024	23.18	23.18	12/26/2024
151	NORTHWESTERN ENERGY	3913678-3 202	Green Acres Park -	12/06/2024	9.26	9.26	12/26/2024
151	NORTHWESTERN ENERGY	3950711-6 202	Scenic Drive & Sweetgrass Lane	12/12/2024	57.66	57.66	12/26/2024
151	NORTHWESTERN ENERGY	4094896-0 202	207 Antelope Drive Lift Station (Fe	12/06/2024	33.41	33.41	12/26/2024
151	NORTHWESTERN ENERGY	4134094-4 202	200 E Reservoir	12/12/2024	.00	.00	
Total NORTHWESTERN ENERGY:					28,037.99	28,037.99	

PARK COUNTY COMMUNITY JOURNAL

10001	PARK COUNTY COMMUNITY JO	1420	CALENDER OF EVENTS	11/25/2024	78.00	78.00	12/20/2024
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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PARK COUNTY COMMUNITY JOURNAL:					78.00	78.00	
PARK COUNTY TREASURER - TECH							
1702	PARK COUNTY TREASURER - T	2024_11	NOVEMBER COLLECTIONS	12/01/2024	330.00	330.00	12/12/2024
Total PARK COUNTY TREASURER - TECH:					330.00	330.00	
PARK COUNTY TREASURER/M.L.E.A.							
2156	PARK COUNTY TREASURER/M.	2024_11	NOVEMBER COLLECTIONS	12/01/2024	380.00	380.00	12/12/2024
Total PARK COUNTY TREASURER/M.L.E.A.:					380.00	380.00	
PARK COUNTY VICTIM WITNESS							
1544	PARK COUNTY VICTIM WITNES	2024_11	NOVEMBER COLLECTIONS	12/01/2024	256.00	256.00	12/12/2024
Total PARK COUNTY VICTIM WITNESS:					256.00	256.00	
PITNEY BOWES							
10001	PITNEY BOWES	2024.11.25	Postage	11/25/2024	1,000.00	1,000.00	11/25/2024
10001	PITNEY BOWES	2024.11.4	Postage	11/04/2024	502.25	502.25	11/04/2024
10001	PITNEY BOWES	3319757179	City Hall Lease	09/25/2024	193.00	193.00	11/13/2024
10001	PITNEY BOWES	3319757179	City Hall Lease	09/25/2024	193.00	193.00	11/13/2024
10001	PITNEY BOWES	3319757179	City Hall Lease	09/25/2024	193.00	193.00	11/13/2024
Total PITNEY BOWES:					2,081.25	2,081.25	
POWERPLAN							
1868	POWERPLAN	P7897216	CUTTING ED	12/10/2024	274.91	274.91	12/20/2024
Total POWERPLAN:					274.91	274.91	
REPUBLIC SERVICES #670							
10000	REPUBLIC SERVICES #670	0670-0004956	DISPOSAL/RECYCLING	11/30/2024	54,842.68	54,842.68	12/20/2024
Total REPUBLIC SERVICES #670:					54,842.68	54,842.68	
ROCKY MOUNTAIN SUPPLY INC							
10006	ROCKY MOUNTAIN SUPPLY INC	4524	DIESEL 603G	12/11/2024	1,591.17	1,591.17	12/20/2024
Total ROCKY MOUNTAIN SUPPLY INC:					1,591.17	1,591.17	
SALT LAKE WHOLESALE SPORTS							
2213	SALT LAKE WHOLESALE SPOR	101570	9mm luger	12/05/2024	2,553.00	2,553.00	12/12/2024
Total SALT LAKE WHOLESALE SPORTS:					2,553.00	2,553.00	
SARRAZIN, RICH							
10007	SARRAZIN, RICH	2024.12.14	SANTA EVENT SERVICES	12/14/2024	150.00	150.00	12/20/2024
Total SARRAZIN, RICH:					150.00	150.00	
SHAMROCK FOODS COMPANY							
10006	SHAMROCK FOODS COMPANY	32344132	STATION SUPPLIES	11/18/2024	445.67	445.67	12/20/2024
Total SHAMROCK FOODS COMPANY:					445.67	445.67	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
STOCKWELL ENGINEERS INC							
10006	STOCKWELL ENGINEERS INC	18004	LIVINGSTON PARKS MASTER P	12/06/2024	17,456.25	17,456.25	12/12/2024
Total STOCKWELL ENGINEERS INC:					17,456.25	17,456.25	
TARR, MARGARET							
3586	TARR, MARGARET	2024.12.17	HOLIDAY PARTY REIMBURSEM	12/17/2024	40.98	40.98	12/20/2024
Total TARR, MARGARET:					40.98	40.98	
TAYLOR CAHILL							
10004	TAYLOR CAHILL	15452	TUITION REIMBURSEMENT	09/23/2024	100.00	100.00	12/20/2024
10004	TAYLOR CAHILL	15646	TUITION REIMBURSEMENT	09/23/2024	4,000.00	4,000.00	12/20/2024
Total TAYLOR CAHILL:					4,100.00	4,100.00	
THE MAIN PRINT SHOP							
10006	THE MAIN PRINT SHOP	20136	NAME PLATE	11/12/2024	56.00	56.00	12/12/2024
Total THE MAIN PRINT SHOP:					56.00	56.00	
TIM LARKEN							
10003	TIM LARKEN	2024.12.6	CHECK BOILER WATER SHOP	12/06/2024	135.00	135.00	12/12/2024
Total TIM LARKEN:					135.00	135.00	
TREE INCARNATION ARBOR CARE							
10004	TREE INCARNATION ARBOR CA	UCF-24-301	DNRC FORESTRY SUB AWARD	12/18/2024	3,240.00	3,240.00	12/20/2024
Total TREE INCARNATION ARBOR CARE:					3,240.00	3,240.00	
U.S. POSTAL SERVICE							
1157	U.S. POSTAL SERVICE	2024.12.26	FIRST CLASS PRESORT PERMI	12/26/2024	116.67	116.67	12/26/2024
1157	U.S. POSTAL SERVICE	2024.12.26	FIRST CLASS PRESORT PERMI	12/26/2024	116.66	116.66	12/26/2024
1157	U.S. POSTAL SERVICE	2024.12.26	FIRST CLASS PRESORT PERMI	12/26/2024	116.67	116.67	12/26/2024
Total U.S. POSTAL SERVICE:					350.00	350.00	
ULINE							
3564	ULINE	185750097	Station Supplies	11/18/2024	153.00	153.00	12/12/2024
Total ULINE:					153.00	153.00	
UTILITIES UNDERGROUND LOCATION							
3472	UTILITIES UNDERGROUND LO	4115098	Locate notifications	11/30/2024	28.09	28.09	12/12/2024
3472	UTILITIES UNDERGROUND LO	4115098	Locate notifications	11/30/2024	28.09	28.09	12/12/2024
3472	UTILITIES UNDERGROUND LO	4115098	Locate notifications	11/30/2024	28.10	28.10	12/12/2024
Total UTILITIES UNDERGROUND LOCATION:					84.28	84.28	
VERIZON WIRELESS							
879	VERIZON WIRELESS	6100672100	DEC CELLPHONES	12/08/2024	62.41	62.41	12/20/2024
879	VERIZON WIRELESS	6100672100	DEC CELLPHONES	12/08/2024	47.62	47.62	12/20/2024
879	VERIZON WIRELESS	6100672100	DEC CELLPHONES	12/08/2024	19.64	19.64	12/20/2024
879	VERIZON WIRELESS	6100672100	DEC CELLPHONES	12/08/2024	19.65	19.65	12/20/2024
879	VERIZON WIRELESS	6100672100	DEC CELLPHONES	12/08/2024	19.64	19.64	12/20/2024
879	VERIZON WIRELESS	6100672100	DEC CELLPHONES	12/08/2024	62.41	62.41	12/20/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
879	VERIZON WIRELESS	6100672102	DEC CELLPHONES	12/08/2024	87.67	87.67	12/26/2024
879	VERIZON WIRELESS	6100672102	DEC CELLPHONES	12/08/2024	87.67	87.67	12/26/2024
879	VERIZON WIRELESS	6100672102	DEC CELLPHONES	12/08/2024	87.67	87.67	12/26/2024
879	VERIZON WIRELESS	6100672102	DEC CELLPHONES	12/08/2024	87.67	87.67	12/26/2024
879	VERIZON WIRELESS	6100672102	DEC CELLPHONES	12/08/2024	87.67	87.67	12/26/2024
879	VERIZON WIRELESS	6100672102	DEC CELLPHONES	12/08/2024	87.67	87.67	12/26/2024
879	VERIZON WIRELESS	6100672102	DEC CELLPHONES	12/08/2024	87.67	87.67	12/26/2024
879	VERIZON WIRELESS	6100672102	DEC CELLPHONES	12/08/2024	42.11	42.11	12/26/2024
Total VERIZON WIRELESS:					3,097.87	3,097.87	
VIRGINIA DEPARTMENT OF MOTOR VEHICLES							
10004	VIRGINIA DEPARTMENT OF MO	2024.12.20	RECORDS	12/20/2024	9.00	9.00	12/20/2024
Total VIRGINIA DEPARTMENT OF MOTOR VEHICLES:					9.00	9.00	
WHISTLER TOWING, LLC							
3237	WHISTLER TOWING, LLC	3325	M3 TIRE ROTATE	12/02/2024	180.00	180.00	12/20/2024
Total WHISTLER TOWING, LLC:					180.00	180.00	
WISPWEST.NET							
2087	WISPWEST.NET	391892	Internet-CIVIC CENTER	11/21/2024	63.51	63.51	12/18/2024
2087	WISPWEST.NET	391892	Internet SOCCER	11/21/2024	85.19	85.19	12/18/2024
Total WISPWEST.NET:					148.70	148.70	
XYLEM WATER SOLUTIONS U.S.A, INC.							
2432	XYLEM WATER SOLUTIONS U.S	3556D52599	BALLAST ECORAY	11/25/2024	2,370.90	2,370.90	12/12/2024
2432	XYLEM WATER SOLUTIONS U.S	3556D53297	UV LAMP	12/02/2024	8,756.78	8,756.78	12/20/2024
Total XYLEM WATER SOLUTIONS U.S.A, INC.:					11,127.68	11,127.68	
YELLOWSTONE NEWS GROUP							
10005	YELLOWSTONE NEWS GROUP	71616	PUBLIC NOTICE	12/09/2024	168.00	168.00	12/20/2024
Total YELLOWSTONE NEWS GROUP:					168.00	168.00	
Grand Totals:					211,815.96	211,815.96	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

File Attachments for Item:

C. JUDGES MONTHLY REPORT NOVEMBER 2024

LIVINGSTON CITY COURT
MONTHLY FINANCIAL REPORT

Month: NOVEMBER 2024

Dismissed-Plea Agreement:	2
“ Pretrial Diversion/Deferred:	5
“ Miscellaneous:	9
Paid Fines:	27

Monthly Total: 43

Paid-Bond Forfeit/Fines/Time Payments: \$5,477.50

Parking Enforcement & Police issued Parking Tickets: \$1,843.00


TOTAL \$7,320.50

MLEA Surcharge:	\$380.00
TECH Surcharge:	\$330.00
Victim/Witness Surcharge:	\$256.00
MISD Surcharge:	\$625.00
Court Costs	\$ 80.00

TOTAL: (\$ 1,671.00)

Total amount credited to City of Livingston General Fund: \$5649.50

I hereby certify that this is a true and correct statement of the amount of fines/fees/costs which were fully paid and credited with the Livingston City Court during the month of: NOVEMBER 2024

Prepared by: 
Hon. Holly Happe
Livingston City Judge

Date: 12-26-24

File Attachments for Item:

D. PURCHASE ORDER 20143 WITH RESSLER FOR 2025 CHEVROLET 2500 HD SILVERADO



DATE: January 7, 2025
TO: City Commission
FROM: Shannon Holmes
RE: Staff Report for Purchase of 2025 Chevrolet Silverado 2500 truck

Recommendation and Summary

Staff is recommending the Commission Approve the purchase of a 2025 Silverado 2500 with Ressler Motors per the City’s purchasing policy by adopting the following motion:

“I move to approve Purchase Order 20143 with Ressler Motors and authorize the City Manager to sign Purchase Order 20143.”

The reasons for the recommendation are as follows:

- The 2025 Chevrolet Silverado 2500 will replace a 2007 ½ ton truck.
- The 2025 Chevrolet Silverado 2500 will increase efficiency by transporting 5 public works staff members to/from project sites and provide a four wheel drive with a higher towing capacity for hauling equipment.

Introduction and History

Prior to 2023, the City Public Works Department only had one ¾ ton work truck with four-wheel drive in the water department. This purchase replaces a 2007 Ford ½ ton truck in the Street department and increases efficiency in passenger and towing capacity.

Analysis

After comprehensive comparison and evaluation, the Street Department staff identified the 2025 Chevrolet Silverado 2500 from Ressler Motors met our operational specifications and was within our available budget requirements.

Fiscal Impact

The purchase of the truck is the Fiscal Year 2025 budget for \$54,000.00

Strategic Alignment



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

Attachments

- Attachment A: Purchase Order 20143
Attachment B: Capital Request Form



Purchase Order

Number: 20143
 Date: 12/18/2024

Vendor: RESSLER MOTORS
 8474 HUFFINE LN
 BOZEMAN MT 59718

Quantity	Item #	Description	Unit Cost	Total Cost
1	2GC4KME76S1139260	2025 CHEVROLET 2500 HD SILERADO	\$56,810.00	\$56,810.00
1		DOCUMENTATION FEE	\$399.00	\$399.00
		REBATE FROM RESSLER	-\$3000.00	-\$3000.00
			Total	\$ 52,209.00

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

Please Ship Above Listed Items to:
 City of Livingston
 Attn: Shannon Holmes
 330 Bennett St
 Livingston, MT 59047

Order Submitted By:

 Grant Gager
 City Manager

Detail Report for Customer

 RESSLER CHEVROLET
 8474 HUFFINE LANE, BOZEMAN, MT, 59718
 406-587-5501

 Customer/Company: undefined Sales Consultant:
 Address: undefined

Vehicle #1: 2025 Chevrolet 2500HD Silverado	VIN/Order #	MSRP	Stock #
	2GC4KME76S1139260	\$56,810.00	N/A
Additional Vehicle Information		SOLD JIMV	

Body Style: 4WD Standard Box Crew Cab-CK20743

PEG: Custom Preferred Equipment Group-1CX

Primary Color: Summit White-GAZ

Trim: 1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black, Interior Trim-H0U

Engine: Engine: 6.6L, V-8, SIDI-L8T

Transmission: 10-Speed Automatic-MKM

Options: 10-Speed Automatic-MKM

1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black, Interior Trim-H0U

Alternator, 170 AMP-KW7

Auto Locking Differential, Rear-G80

Automatic Emergency Braking-UHY

Chevrolet Infotainment, 7" Color Screen-IOR

Chevytec Spray-on Liner-CGN

Cooler, Engine Oil-KC4

Cruise Control-K34

Custom Preferred Equipment Group-1CX

Durabed-E63

Engine Block Heater-K05

Engine: 6.6L, V-8, SIDI-L8T

Federal Emissions-FE9

Floor Covering: Carpet, Color Keyed-B30

Following Distance Indicator-UE4

Front License Plate Mounting Provisions-VK3

GVW Rating 10,850 Lbs-JGH

Glass, Deep Tinted-AKO

Headlamps, Intellibeam-TQ5

Heavy Duty Air Filter-K47

Integrated Trailer Brake Controller-JL1

Keyless Remote Entry-AQQ

LPO - Assist Steps, Work, Black-VQO

LPO - Interior Floor Liners-RIA

LPO Processing Option-YM8

LPO--Chevy Bow Tie, Blacked Out-SFZ

Mirrors, O/S: Man. Ext & Folding, Heat, Turn

Indicator-DBG

OnStar Communication System-UE1

Rear Axle: 3.73 Ratio-GT4

Recovery Hooks-V76

Roof Marker Lamps-U01

Seats: Front 40/20/40 Split-Bench, Full Feature-AZ3

Sensor, Forward Collision Alert-UEU

Sensor, Front Pedestrian Braking-UKJ

SiriusXM Satellite Radio (subscription)-U2K

Spare Tire Lock-SAF

Standard Tailgate-QK1

Summit White-GAZ

Tire, Spare: LT275/70 R18 All Terrain, Blackwall-ZYG

Tires: LT275/65 R20 All Terrain, Blackwall-QF9

Trailering Package-Z82

Transfer Case: w/ Rotary Dial Control, Electronic

Shift-NQF

Transmission Cooling System-KNP

Wheels: 20" Aluminum-Q86

Wiring Provisions: Camper-UY2

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.



406.587.5501
1.800.828.8217
www.resslermotors.com



City Of Livingston

PURCHASER

330 Bennett St

STREET ADDRESS

Livingston
CITY

Mt
STATE

59047
ZIP CODE

Jim Valentine

SALEMAN'S NAME

12/4/2024

DATE

406-223-2196

RES. PHONE

406-222-2005

BUS. PHONE

CELL PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING:

NEW

USED

DEMO

CAR

TRUCK

MODELS OR

BODY

YEAR 2025

MAKE Chevrolet

SERIES Silverado 2500HD TYPE PU

COLOR Summit White

MILES 1

STOCK NO. C250382

TO BE DELIVERED ON OR ABOUT

SERIAL NO. 2GC4KME76S1139260

MSRP	\$ 56,810.00
Best Price	
Trade Allowance	
Difference	
Rebate Amount	\$3,000.00

*Silverado 2500
Crew Cab*

SELLING PRICE	\$54,810.00
ALLOWANCE ON TRADE-IN	0
DIFFERENCE	
ACCESSORIES	0
LICENSE AND TITLE	0
TRADE PAYOFF	0
SERVICE CONTRACT	0
DOCUMENTATION FEE	\$399.00
SUBTOTAL	
Deposit on Order	— 0.00
Cash on Delivery	— 0.00
Rebate to Ressler	— \$3,000.00
GM Credit Card	—

Lienholder:

SPECIAL INSTRUCTIONS:

E-Mail: mstordalen@livingstonmontana.org

Any warranties on the products sold hereby are those of the manufacturer. As between the retail seller and buyer, the product is to be sold AS IS and the entire risk as to the quality and performance of the product is with the buyer. The seller expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. This disclaimer by this seller in no way affects the terms of the manufacturer's warranty. The buyer acknowledges being so informed prior to the sale.

Rate: 0 Terms: 1

TOTAL BALANCE DUE \$52,209.00

USED VEHICLE TRADE-IN AND/OR OTHER CREDITS

MAKE OF TRADE-IN MILES YEAR

MODEL COLOR

EQUIPMENT

SERIAL NO.

BALANCE OWED TO:

NEW VEHICLE SOLD WITH MANUFACTURERS NEW VEHICLE WARRANTY ONLY

USED VEHICLE SOLD "AS IS" AND "WITH ALL FAULTS."

"WE DO NOT GUARANTEE ODOMETER MILEAGE ON ANY UNIT."

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and THAT ORDER BECOMES BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order

"INSURANCE"

NO VERBAL ORDERS - THIS IS COMPLETE AGREEMENT

ACCEPTED BY

DEALER OR HIS AUTHORIZED REPRESENTATIVE

NOT VALID UNLESS ACCEPTED BY MANAGEMENT

PURCHASER SIGNATURE

12/4/2024

DATE

NOT VALID UNLESS ACCEPTED BY MANAGEMENT

File Attachments for Item:

E. CONTRACT AMENDMENT - SCJ UPDATE



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: January 7, 2025
TO: City Commission
FROM: Jennifer Severson, Planning Director
RE: Staff Report **for Amending Contract 20096 with SCJ Alliance for the Zoning Code Update**

Recommendation and Summary

Staff recommends the Commission approve the proposed contract amendment by adopting the following motion:

"I move to authorize the City Manager to execute an Amendment to Contract 20096 with SCJ Alliance to incorporate new public engagement technology into the scope of work."

The reasons for the recommendation are as follows:

- SCJ Alliance recently developed a new online digital public engagement tool called Social Pinpoint.
- Staff desires to augment the existing public engagement process with Social Pinpoint to maximize public engagement opportunities during the Zoning Code update process.

Introduction and History

In August 2024, the City contracted SCJ Alliance for professional planning services to lead a comprehensive update to the City's Zoning Code. Since the contract was executed, SCJ Alliance has identified an online public engagement tool, called Social Pinpoint, that would provide additional opportunities to engage the public and solicit feedback during the code update process. Social Pinpoint is a proprietary tool and, in the months since the City executed Contract 20096, SCJ Alliance obtained a subscription to use Social Pinpoint.



Analysis

Social Pinpoint is a web-based interactive online survey platform that facilitates meaningful and accessible public engagement opportunities. Through Social Pinpoint, SCJ will be able to provide additional tools that will facilitate public outreach efforts, including interactive mapping, visual preferencing, and feedback specific to Livingston’s Zoning Code. It is anticipated the additional citizen feedback garnered through Social Pinpoint will help to ensure a more robust public engagement process to inform the code Update.

Fiscal Impact

The total cost for Social Pinpoint services is \$7,510. Staff will use funds allocated to the Planning Department in the FY 2024-25 City Budget that will not be expended as originally budgeted. Consequently, no Fiscal Impact to the City is anticipated as a result of the contract amendment.

Strategic Alignment

The proposed Contract Amendment will support the Zoning Code Update process, which aligns with the following strategies and objectives identified in the Growth Policy:

Strategy 2.1.2.3 Update codes to promote traditional neighborhood designs that are compatible with existing neighborhoods;

Strategy 2.1.2.4: Update codes to encourage following Livingston’s historic block and alley development pattern;

Strategy 2.1.2.5: Update sign and landscaping codes for commercial areas;

Strategy 3.1.1.1: Encourage additional residential density within the downtown area of the City;

Strategy 3.1.1.2: Evaluate and amend the zoning ordinance to allow for higher densities and wider land uses in areas that can support such development;

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

Strategy 3.4.1.1: Amend Zoning Ordinance and Subdivision Regulations to include Smart Growth strategies as requirements for all development prior to approval.

Attachments

- A. Amendment to Contract 20096
- B. Original Contract 20096
- C. Outline of Social Pinpoint Services

AMENDMENT NO. 1

TO

PROFESSIONAL SERVICES AGREEMENT 20096

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of _____, 2025, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 220 East Park Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and Shea, Carr & Jewell, Inc. (dba SCJ Alliance), a Washington entity with its principal business office located at 108 N Washington, Suite 300, Spokane, WA (hereinafter referred to as the “Contractor”; and together with the City, the “Parties”).

RECITALS:

- A. WHEREAS, The City has previously engaged CONTRACTOR to perform services to update the Official Zoning Ordinance (Zoning Code) as recommended by the Growth Policy; and
- B. WHEREAS, The City desires to expand opportunities for public engagement during the Zoning Code Update process through Social Pinpoint; and

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

- 1. Section 7. PAYMENT in the agreement is hereby amended to include additional funds for Social Pinpoint services, which shall not exceed Seven Thousand Five Hundred Ten and No/100 Dollars (\$7,510.00).
- 2. No Other changes to the Agreement are contemplated by this Amendment No. 1.

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

CITY OF LIVINGSTON

SCJ ALLIANCE

Grant Gager
City Manager

Aren Murcar
Project Manager

PROFESSIONAL SERVICES AGREEMENT 20096

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2024, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 220 East Park Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and Shea, Carr & Jewell, Inc. (dba SCJ Alliance), a Washington entity with its principal business office located at 108 N Washington, Suite 300, Spokane, WA (hereinafter referred to as the “Contractor”; and together with the City, the “Parties”).

RECITALS:

- A. WHEREAS, The City has desires to update the Official Zoning Ordinance (Zoning Code) as recommended by the Growth Policy; and
- B. WHEREAS, The City desires to engage the CONTRACTOR to perform professional planning services to update the Zoning Code; and
- C. WHEREAS, The CONTRACTOR is engaged in the business of Code Writing and Community Engagement, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the work and is ready, willing and able to undertake and perform the same under the terms and conditions contained in this Agreement; and
- D. WHEREAS, The City conducted a procurement in accordance with its policies to award this contract;

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

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. PURPOSE AND SCOPE OF SERVICES. City agrees to retain CONTRACTOR to perform all services and comply with all obligations specified or indicated in Exhibit A, which is attached hereto and incorporated herein as if fully set forth in this Paragraph 2

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

3. CONTRACT TIME. The term of the contract shall be for a period not to exceed fourteen (14) months from the date of award first noted above. The City and CONTRACTOR may extend the term by mutual written agreement.
4. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement the CONTRACTOR agrees that all hiring will be on the basis of merit and qualifications and that the CONTRACTOR will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
5. NATURE OF RELATIONSHIP.
 - a. The CONTRACTOR states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The CONTRACTOR shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the CONTRACTOR has been and will continue to be free from the control or direction of the City in the performance of this Agreement.
 - b. CONTRACTOR shall not be considered an employee of the City for purposes of tax, retirement system, or social security, FICA withholding, or for any other purpose. CONTRACTORS are not subject to the terms and provisions of the City’s personnel policies and may not be considered a City employee for workers’ compensation or any other purpose.
 - c. The CONTRACTOR shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
 - d. The CONTRACTOR, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the

aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.

6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. The CONTRACTOR represents and warrants as follows:

- a. It possesses all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
- b. It will comply with all applicable laws, rules, ordinances and regulations adopted or promulgated by any governmental agency or regulatory body, whether State, federal or local, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the CONTRACTOR in performance of this Agreement.
- c. It will comply with the applicable requirements of the Workers' Compensation and shall maintain workers' compensation coverage for all members and employees of the CONTRACTOR, except for those members who are exempted by law. CONTRACTOR shall furnish copies showing proof of workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana or proof of exemption from workers' compensation granted by law for independent contractors.
- d. It has reviewed the contract documents related to the Services and this Agreement and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.

7. PAYMENT.

- a. For the satisfactory completion of the Scope of Work in the initial term, the City will pay the CONTRACTOR a sum not to exceed One Hundred Twenty-Seven

Thousand Five Hundred and No/100 Dollars (\$127,500.00). Each specific service the CONTRACTOR provides under this Agreement is set forth in Exhibit A.

- b. The CONTRACTOR may submit monthly requests for payment based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the name and hourly rate of the person performing each service, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed.

 - c. In connection with obtaining payment under this Agreement, CONTRACTOR agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The CONTRACTOR assumes responsibility for the late filing of a claim.

 - d. In the event the CONTRACTOR seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the CONTRACTOR must seek prior written authorization from the City before such expenditure is incurred. If the CONTRACTOR fails to obtain prior written authorization, the CONTRACTOR shall not be entitled to payment for the unauthorized work, materials or services.
8. TERMINATION OF THIS AGREEMENT. The City reserves the right to terminate this Agreement for any and all causes, or for its convenience, at any time upon thirty (30) days written notice to the CONTRACTOR. If termination is effected by the City for default, an equitable adjustment in the fee shall be made, but no amount shall be allowed for anticipated profit or unperformed services. If termination is effected by the City for reasons of convenience, an equitable adjustment in the fee shall be made, including reasonable profit. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination. Upon termination, the CONTRACTOR will cease work and deliver to the City all data, design drawings, specifications, reports, estimates summaries and such other information and material accumulated by the CONTRACTOR in performing this Agreement whether completed or in progress.

9. OWNERSHIP AND PUBLICATION OF MATERIALS. All documents, design drawings, data, specifications, reports, estimates and such other information and material accumulated or prepared as a result of this Agreement are the property of the City, and the City shall have exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. Any reuse without written verification or adaptation by the CONTRACTOR for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the CONTRACTOR. The City hereby grants to the CONTRACTOR an unlimited, royalty-free, worldwide, non-exclusive license regarding such documents, design drawings, data, specifications and reports prepared by the CONTRACTOR as part of its services under this Agreement.

10. INDEMNIFICATION AND HOLD HARMLESS. The CONTRACTOR waives any and all claims and recourse against the City, its officers, agents or employees, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the CONTRACTOR's performance of this Agreement, except for liability arising out of concurrent or sole negligence of the City or its officers, agents or employees. Further, the CONTRACTOR will indemnify, and hold harmless the City, its officers, employees and agents against any and all claims, demands, damages, costs, expenses or liability arising out of the CONTRACTOR's negligent performance of this Agreement, except for liability arising out of the concurrent or sole negligence of the City or its officers, agents or employees. This section shall survive termination or expiration of the agreement.

11. INSURANCE. The CONTRACTOR will carry a commercial general liability insurance policy during the term of this Agreement in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. Copies of certificates of insurance, suitable to the City, shall be filed with the City prior to the commencement of work. The CONTRACTOR shall also maintain workers' compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.

12. CONFLICT OF INTEREST. The CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Services which would conflict in any manner or degree with the performance of the Services. The CONTRACTOR further covenants that, in performing this Agreement, it will employ no person who has any such interest.

13. LIMITATION ON LIABILITY. Notwithstanding anything to the contrary in this Agreement, the CONTRACTOR’S liability to the City under this Agreement shall be limited to the proceeds of any insurance payments payable as a result of such liability; provided, however, that if insufficient proceeds are available due solely to CONTRACTOR’S failure to maintain the insurance required by this Agreement, the limit of liability shall be the amount noted in this Section 11 of this Agreement. CONTRACTOR and the City hereby waive all claims for punitive and/or consequential damages against each other arising from or related to this Agreement and the Services provided in connection herewith, which waiver shall expressly apply to any claims for indemnification under Section 10 above. Under no circumstances will any officer, director, shareholder, manager, member or employee of either CONTRACTOR or the City, or of either of their affiliates, be personally liable for any claims arising from or related to this Agreement or obligations of either party with respect hereto. This Section will survive termination or expiration of this Agreement.
14. CONFLICT OF INTEREST. The CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Services which would conflict in any manner or degree with the performance of the Services. The CONTRACTOR further covenants that, in performing this Agreement, it will employ no person who has any such interest.
15. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
16. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.

17. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
18. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Services and supersedes all prior agreements and understandings between the Parties with respect to the Services.
19. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
20. TIME IS OF THE ESSENCE. Time is of the essence in performance of this Agreement.
21. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
22. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of a third party. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the CONTRACTOR from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.
23. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State

of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.

- 24. LIAISON. The designated liaison with the City is Jennifer Severson, who can be reached at (406) 222-4903 and jseverson@livingstonmontana.org. The CONTRACTOR's liaison is Aren Murcar, who can be reached at (509-835-3770, ext. 276) and aren.murcar@scjalliance.com.

- 25. ATTORNEY FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.

- 26. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

- 27. CONTRACTORS. The CONTRACTOR shall not at any time supervise, direct, control, or have authority over any third party work, nor shall the CONTRACTOR have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work, except for any subcontractors working under direct contract with the CONTRACTOR. The CONTRACTOR neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between the City and such contractor. The CONTRACTOR shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except the CONTRACTOR's own employees) at a project site or otherwise furnishing or performing any construction work, or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by the CONTRACTOR.

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

CITY OF LIVINGSTON

SCJ ALLIANCE

Grant Gager
City Manager

Rachel Granrath
Principal In Charge

Exhibit A

Zoning Code Update

Scope of Work, RFP Response, SCJ Budget



Social Pinpoint Amendment

To: Jennifer Severson, AICP, Planning Director, City of Livingston, MT
From: Aren Murcar, AICP, Project Manager, SCJ Alliance
Date: November 27, 2024
Project: Livingston Zoning Code Update

Social Pinpoint

Social Pinpoint is an interactive survey platform. SCJ Alliance has a subscription to Social Pinpoint, which is part of our toolbox of services for public engagement efforts.

Social Pinpoint is a comprehensive online platform that facilitates meaningful and accessible engagement opportunities to help bring your community together.

Through Social Pinpoint, SCJ offers the following:

- **Map-based surveys.** Respondents will be able to interact with a web map to identify locations where they have thoughts, questions, or comments. This can help communities identify and prioritize planning projects such as park improvements, street improvements, non-motorized projects, or dangerous intersections.
- **Project Hubs.** Social Pinpoint can act as the project website, offering a landing page for general project information, as well as interactive community engagement components.
- **Other engagement opportunities.** Social Pinpoint offers a variety of engagement tools, helping to facilitate online public engagement in a way that works for your community.

Amendment for Livingston Zoning Code Update

At the City’s request, SCJ Alliance has prepared an estimate for providing Social Pinpoint services to assist with additional public outreach efforts, including interactive mapping, visual preferencing, and code-specific feedback. Table 1 outlines the labor estimate for this task. The labor estimate includes the platform setup, any edits or maintenance of the project, analysis of the final results, and incorporation of the results into to zoning code recommendations. In addition, we charge a flat fee of \$1,000 for the use of this platform. The total cost estimate of this additional task is outlined in Table 2.

If the City would like to move forward with this proposal, SCJ will create a contract amendment to amend Phase 02: Project Plan & Community Engagement of the contracted scope of work.



Table 1: Labor Estimate

SPP Labor	Talon Smith	Mike Manning	Cassidy Olheiser	Aren Murcar	Total Labor
Billing Rate	\$120	\$120	\$80	\$205	
Set Up	8	2	1	1	\$1,485
Edits/Maintenance	4	1		1	\$805
Results Analysis	3	10	4	2	\$2,290
Incorporate into Code Work	2	8	4	2	\$1,930
Total Hours	17	21	9	6	53
Total Cost	\$2,040	\$2,520	\$720	\$1,230	\$6,510

Table 2: Total Cost

Task	Cost
SCJ SPP Base Fee	\$1,000
Set Up	\$1,485
Edits/Maintenance	\$805
Results Analysis	\$2,290
Incorporate into Code Work	\$1,930
Total	\$7,510

Summary

If the City would like to move forward with this contract amendment, please let me know at your earliest convenience. I am also available for questions and further discussion on how Social Pinpoint works and our options for using it on your zoning code update project.

Sincerely,

Aren Murcar, AICP
Contract Planner, SCJ Alliance

File Attachments for Item:

F. AGREEMENT 20144 WITH DISCOVERY VISTA LLC



DATE: January 7, 2025
TO: City Commissioners
FROM: Grant Gager, City Manager
RE: Approval of Agreement 20144 with Discovery Vista LLC

Recommendation and Summary

The City Manager recommends that the City Commission approve Agreement 20144 with Discovery Vista LLC. The Commission may approve the application by adopting the following motion:

"I move to approve Agreement 20144 and authorize the City Manager to sign the agreement."

The reasons for the recommendation are as follows:

- On November 15, 2024, Montana’s Sixth Judicial District Court issued an Order and Decision approving Discovery Vista’s subdivision application.
- On December 18, 2024, the City and Discovery Vista attended a mediation to resolve the outstanding claims against the City.

Introduction and History

Discovery Vista LLC submitted an application for a major subdivision on March 10, 2022. The City Commission, did not approve the application on during its May 17, 2022, meeting. On November 14, 2022, Discovery Vista LLC filed a Complaint seeking approval of the subdivision. On November 15, 2024, Montana’s Sixth Judicial District Court issued an Order and Decision approving Discovery Vista’s subdivision application.

Analysis

Discovery Vista included a damages claim ranging up to \$10.75 million arising from the lack of subdivision approval. The City and Discovery Vista attended a mediation session on December 18, 2024, to attempt to resolve the outstanding claims. The attached settlement agreement is the result of that mediation and contains several principal changes to the original application:

1. Increased ability to phase the subdivision.
2. Removal of requirements for street lights in the subdivision.
3. A revised subdivision map.



Fiscal Impact

The Agreement includes a payment of \$250,000 to Discovery Vista LLC. The payment will be covered by the City’s Property and Liability insurance policy with no direct cost to taxpayers. Depending on the City’s overall claims experience, the City may receive modified insurance rates in subsequent fiscal years as a result of this settlement.

Strategic Alignment

Complying with court orders is a recommended practice.

Attachments

- Attachment A: Settlement Agreement 20144

SETTLEMENT AGREEMENT AND RELEASE

RELEASOR: DISCOVERY VISTA, LLC, and its members, officers, directors, affiliates, subsidiaries, parent companies, attorneys, employers, employees, representatives, agents, successors, assigns, and shareholders.

RELEASEE: The CITY OF LIVINGSTON, including all RELEASEE’S officers, directors, affiliates, subsidiaries, parent companies, attorneys, employers, employees, representatives, agents, successors, assigns, and shareholders and Commission Members.

DESCRIPTION OF CASUALTY: Allegations as set forth in the pleadings on file including violation of MCA § 76-3-625(1), participation with conflict of interest, wrongful denial of variance, and no written decision (620 Letter) provided, all arising from Discovery Vista, LLC’s preliminary plat application and variance request and the denial of same by the City of Livingston.

SUM OF SETTLEMENT: Two-Hundred Fifty Thousand Dollars and no/100 (\$250,000.00), made payable to the Swimley Law Firm IOLTA Trust Account.

Additionally, the City Commission shall approve Discovery Vista, LLC’s preliminary plat as attached to this Settlement Agreement and Release which modified Phase 2A by extending Vista Drive north of Meriwether Drive and Block 2 shall be reconfigured from 8 lots to 7 lots, together with the agreed upon conditions and findings set forth in the 620 Letter as further settlement of the District Court’s Order dated Nov. 15, 2024 Doc. No. 49 (attached as **Exhibit A**).

The City shall issue Discovery Vista, LLC’s proposed 620 letter (attached hereto as **Exhibit B**).

CIVIL CAUSE:

Discovery Vista, LLC vs. City of Livingston filed in the Park County District Court as Cause No. DV-34-2022-0000175-SJ, before the Honorable Judge Brenda Gilbert.

1. Release

Upon RELEASOR’S receipt of the above SUM OF SETTLEMENT and other referenced consideration by RELEASEE, the RELEASOR’S, in consideration for payment of such sum and other referenced consideration, fully and forever release and discharge RELEASEE, RELEASEE’S predecessors-in-interest, successors-in-interest, parents, subsidiaries, affiliates, assigns, representatives and agents, officers, directors, principals, employees, stockholders/shareholders, members, managers, partners, attorneys, commission members and heirs from any and all liability, actions, claims, demands, damages, costs, attorneys’ fees, losses, expenses, personal injuries, emotional distress, rights and causes of action of whatsoever kind or nature, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the above-described casualty.

2. Future Damages

Inasmuch as the injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or expected, the RELEASOR agrees, as a further consideration of this agreement, that this Settlement Agreement and Release applies to any and all injuries, damages and losses resulting from the loss described herein, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated.

3. Release of Insurer

Releasor further releases Releasee’s insurers and indemnitors, including, but not limited to, Montana Municipal Interlocal Authority, from all obligations under any part of the insurer’s/indemnitor’s coverage applicable to RELEASOR’S claims and from any and all claims arising out of the investigation, handling, adjusting, defense or settlement of the claim including, without limitation, any claims for breach of contract, in tort, violation of the covenant of good faith and fair dealing, violation of Montana Code Annotated §§ 33-18-201 et seq., and in common-law bad faith.

4. No Admission of Liability

It is understood that the above-mentioned consideration and agreement is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that neither the RELEASEE’S negotiations for settlement nor the payment of the sum by RELEASEE shall be considered as an admission or evidence of any wrongdoing, fault, omission, or liability.

5. Apportionment of Payment to Lienholders

This payment shall be apportioned by RELEASOR to individuals, insurers, companies, agencies, financial institutions, governmental agencies, political subdivisions, or attorneys who have valid liens or rights of subrogation or reimbursement, and RELEASOR agrees to indemnify RELEASEE from and against all such claims by such parties, including payment of attorneys' fees and costs.

In addition to the indemnification set forth in the previous paragraph, RELEASOR agrees to indemnify and hold harmless RELEASEE from any future claims, whether known or unknown, that may be made by any agency, entity, insurer or person as a result of RELEASOR'S failure to comply with any notice, reporting, conditional payment or set aside requirements. Further, RELEASOR agrees to be fully responsible for any and all penalties, fines or damages to any party involved in this matter. The indemnification agreed to in this paragraph includes all attorneys' fees or other expenses necessarily incurred, including penalties, which may apply.

6. No Additional Claims

RELEASOR represents that no additional claims are contemplated against any other party potentially liable for the losses, damages, and injuries for which this Settlement Agreement and Release is given. In the event any additional claim is made which directly or indirectly results in additional liability exposure to RELEASEE for the losses, injuries, and damages for which this Settlement Agreement and Release is given, RELEASOR covenants and agrees to indemnify and save RELEASEE harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

7. Disclaimer

RELEASOR has carefully read this Settlement Agreement and Release, discussed its legal effect with RELEASOR'S attorneys, understand the contents thereof, and signs the same of RELEASOR'S own free will and accord. This release shall be binding upon RELEASOR'S members, officers, directors, affiliates, subsidiaries, parent companies, attorneys, employers, employees, representatives, agents, successors, assigns, shareholders, heirs, and personal representatives.

8. Taxation

Neither RELEASEE nor RELEASEE'S attorneys make any representations whatsoever regarding the taxability of any portion of the consideration, or any related tax consequences or implications to RELEASOR, made in exchange for this Settlement Agreement and Release. RELEASOR shall bear the sole responsibility for any and all tax consequences related to this Settlement Agreement and Release and shall fully indemnify RELEASEE and RELEASEE'S

attorneys for any tax liability that arises thereof, including any fees and costs related to enforcement of this clause. RELEASEE did not participate in RELEASORS' allocation of the SUM OF SETTLEMENT proceeds.

9. Severability

Should any provision of this Settlement Agreement and Release be determined to be unenforceable, all remaining terms and clauses shall remain in force and shall be fully severable.

10. Choice of Law

This Confidential Settlement Agreement and Release shall be construed, interpreted, and governed in accordance with the laws of the State of Montana without regard to Montana's choice of law principles.

11. Full Authority

The persons signing this Settlement Agreement and Release warrant and represent that they possess full authority to bind the persons or entities on whose behalf they are signing to the terms of the agreement.

12. Stipulation for Dismissal with Prejudice and Court Approval

No later than five (5) days from receipt of the settlement proceeds, RELEASOR shall prepare a joint stipulation and proposed order which has the effect of dismissing the RELEASEE from this Civil Case with prejudice, as fully settled on the merits, and specifically stating each party shall bear their own attorneys' fees and costs.

RELEASOR shall be responsible for obtaining all court approvals necessary to effectuate this settlement.

13. Final Agreement

This written Settlement Agreement and Release constitutes the final agreement between the parties and shall supersede any oral agreements to the contrary.

14. Joint Authorship

This Release and Settlement Agreement is the product of negotiations between RELEASOR and RELEASEE. This Settlement Agreement and Release shall be deemed to have been drafted by RELEASOR and RELEASEE jointly, and any ambiguity herein shall not be specially construed for or against either party.

15. **Counterparts**

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

DATED this ____ day of December, 2024.

CAUTION: READ BEFORE SIGNING!
CITY OF LIVINGSTON

By: _____
Its: _____

ATTESTED:

Clerk of the City of Livingston

STATE OF MONTANA)
 ss:
County of Park)

On this ____ day of December 2024, before me, a notary public of the State of Montana, personally appeared _____, the _____ and _____, Clerk of the City of Livingston, known to me to be the persons authorized to execute the foregoing Settlement Agreement and Release on behalf of the City of Livingston, and acknowledged to me that they executed the same as their free act and deed, for the uses and purposes therein mentioned, on behalf of the City.

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

Notary Public for the State of Montana
Printed name: _____

RELEASOR: DISCOVERY VISTA, LLC

RAY STINNETT,
Managing Member of Discovery Vista, LLC

BRAD OSEN, Member of Discovery Vista, LLC

STATE OF MONTANA)
)
 ss:
County of Park)

On this ____ day of December 2024, before me, a notary public of the State of Montana, personally appeared **Ray Stinnett**, as Managing Member of Discovery Vista, LLC, known to me to be a person named in the foregoing Settlement Agreement and Release, and acknowledged to me that he executed the same as his free act and deed, for the uses and purposes therein mentioned, on behalf of the LLC.

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

Notary Public for the State of Montana
Printed name: _____

STATE OF MONTANA)
)
 ss:
County of Park)

On this ____ day of December 2024, before me, a notary public of the State of Montana, personally appeared **Brad Osen**, as Member of Discovery Vista, LLC, known to me to be a person named in the foregoing Settlement Agreement and Release, and acknowledged to me that he executed the same as his free act and deed, for the uses and purposes therein mentioned, on behalf of the LLC.

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

Notary Public for the State of Montana
Printed Name: _____

APPROVED BY:

Attorneys for Releasors
Discovery Vista, LLC,

By: _____
Susan Swimley

Swimley Law Firm

Attorneys for Releasee
City of Livingston

By: _____
Ryan C. Addis
Hall & Evans, LLC

File Attachments for Item:

**G. AGREEMENT 20145 WITH OFFICE OF INSPECTOR GENERAL OF THE UNITED STATES
DEPARTMENT OF HEALTH AND HUMAN SERVICES**



DATE: January 7, 2025
TO: City Commissioners
FROM: Grant Gager, City Manager
RE: Approval of Agreement 20145 with United States Department of Health and Human Services Office of Inspector General

Recommendation and Summary

The City Manager recommends that the City Commission approve Agreement 20145 with the United States Department of Health and Human Services Office of Inspector General. The Commission may approve the agreement by adopting the following motion:

"I move to approve Agreement 20145 and authorize the Chair to sign the agreement."

The reasons for the recommendation are as follows:

- On September 10, 2024, the United States Department of Health and Human Services Office of Inspector General contacted the City regarding impermissible ambulance billings.
- The City has worked with the Office to understand the issue and achieve an equitable resolution.

Introduction and History

On September 10, 2024, the City of Livingston was notified of possible billing issues related to the provision of ambulance services. Specifically, the United States Department of Health and Human Services Office of Inspector General (OIG) offered that certain claims for emergency services did not meet the standard for such classification and should have been billed at a lower rate. The services affected were provided between September 13, 2018, and October 4, 2023.

Analysis

The City Manager, City Attorney and Fire Chief have worked with the OIG to understand the scale of the billing issue and implement reforms. While the initial overbilling was stated as \$155,373.82, the City has worked with OIG to confirm that the actual billing error was \$58,343.86. The Fire Chief has implemented internal procedural changes to ensure that such errors do not occur moving forward.



Fiscal Impact

The Agreement includes a payment of \$116,687.72 to the OIG which includes the erroneous billings as well as a penalty equal to that amount. The payment will be covered by the Ambulance Fund which received the initial erroneous reimbursements. There is sufficient balance in this fund for this payment.

Strategic Alignment

Complying with the findings of the OIG will result in an expedient and equitable conclusion to this billing issue.

Attachments

- Attachment A: Settlement Agreement 20145
- Attachment B: Initial OIG Letter of September 10, 2024

SETTLEMENT AGREEMENT

I. Recitals

1. Parties. The Parties to this Settlement Agreement (Agreement) are the Office of Inspector General (OIG) of the United States Department of Health and Human Services (HHS), and City of Livingston (Respondent). OIG and Respondent shall hereafter collectively be referred to as the “Parties.”

2. Factual Background and Covered Conduct. The OIG contends that Respondent knowingly presented to Medicare Part B claims for items or services that Respondent knew or should have known were not provided as claimed and were false or fraudulent. Specifically, the OIG contends that for dates of service from September 13, 2018, through October 4, 2023, Respondent submitted claims for emergency ambulance transportation to destinations, such as skilled nursing facilities and patient residences, that should have been billed at the lower non-emergency rate. The OIG contends that the conduct described in this Paragraph (hereinafter referred to as the “Covered Conduct”) subjects Respondent to civil monetary penalties, assessments, and exclusion under 42 U.S.C. §§ 1320a-7a and 1320a-7(b)(7).

3. No Admission or Concession. This Agreement is neither an admission of liability by Respondent nor a concession by the OIG that its claims are not well-founded.

4. Intention of Parties to Effect Settlement. In order to avoid the uncertainty and expense of litigation, the Parties agree to resolve this matter according to the Terms and Conditions below.

II. Terms and Conditions

5. Payment. Respondent agrees to pay to OIG \$116,687.72 (Settlement Amount), of which \$58,343.86 is restitution. This payment shall be made by electronic funds transfer pursuant to written instructions provided by the OIG. Respondent shall make full payment no later than three business days after the Effective Date.

6. Release by the OIG. In consideration of the obligations of Respondent under this Agreement and conditioned upon Respondent’s full payment of the Settlement Amount, the OIG releases Respondent from any claims or causes of action it may have against Respondent under 42 U.S.C. §§ 1320a-7a and 1320a-7(b)(7) for the Covered Conduct. The OIG and HHS do not agree to waive any rights, obligations, or causes of action other than those specifically referred to in this Paragraph. This release is applicable only to the Respondent and is not applicable in any manner to any other individual, partnership, corporation, or entity.

7. Agreement by Released Parties. Respondent shall not contest the Settlement Amount or any other term of this Agreement in any federal, state, or administrative forum. Respondent waives all procedural rights granted under the exclusion statute (42 U.S.C. § 1320a-7), the CMPL (42 U.S.C. § 1320a-7a) and related regulations (42 C.F.R. Part 1003), and HHS claims collection regulations (45 C.F.R. Part 30), including, but not limited to, notice, hearing, and appeal with respect to the Settlement Amount.

8. Reservation of Claims. Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person (including Respondent) are the following:

- a. Any criminal, civil, or administrative claims arising under Title 26 U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct.

9. Binding on Successors. This Agreement is binding on Respondent and its successors, heirs, transferees, and assigns.

10. Costs. Each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

11. No Additional Releases. This Agreement is intended to be for the benefit of the Parties only, and by this instrument the Parties do not release any claims against any other person or entity, except as provided in paragraph 12.

12. Claims Against Beneficiaries. Respondent waives and shall not seek payment, including copay and deductible amounts, for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third-party payors based upon the claims defined as Covered Conduct.

13. Effect of Agreement. This Agreement constitutes the complete agreement between the Parties. All material representations, understandings, and promises of the Parties are contained in this Agreement. Any modifications to this Agreement shall be set forth in writing and signed by all Parties. Respondent represents that this Agreement is entered into with advice of counsel and knowledge of the events described herein. Respondent further represents that this Agreement is voluntarily entered into in order to avoid litigation, without any degree of duress or compulsion.

14. Effective Date. The Effective Date of this Agreement shall be the date of signing by the last signatory.

15. Disclosure. Respondent consents to the OIG’s disclosure of this Agreement, and information about this Agreement, to the public.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement.

17. Authorizations. The individuals signing this Agreement on behalf of the Respondent represent and warrant that they are authorized by Respondent to execute this Agreement. The individuals signing this Agreement on behalf of the OIG represent and warrant that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

RESPONDENT

KARRIE KAHLE
Commission Chair
City of Livingston

Date

JON M. HESSE
Jon M. Hesse, P.C.
Counsel for City of Livingston

Date

**FOR THE OFFICE OF INSPECTOR GENERAL OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services

Date

SRISHTI M. SHEFFNER
Senior Counsel
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services

Date



DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF INSPECTOR GENERAL

WASHINGTON, DC 20201



SRISHTI SHEFFNER, SENIOR COUNSEL
 AFFIRMATIVE LITIGATION BRANCH
 OFFICE OF COUNSEL TO THE INSPECTOR GENERAL
 330 INDEPENDENCE AVENUE, SW
 COHEN BUILDING, ROOM 5276
 WASHINGTON, D.C. 20201
 TELEPHONE: (202) 836-1068
 EMAIL: SRISHTI.SHEFFNER@OIG.HHS.GOV

September 10, 2024

Livingston Ambulance
 414 E Callender St.
 Livingston, MT 59047-2700

Dear Sir/Madam:

We are writing to advise you that the Office of Inspector General (OIG) of the United States Department of Health and Human Services (HHS) believes that the Livingston Ambulance might have liability under the Civil Monetary Penalties Law (CMPL), section 1128A of the Social Security Act (Act), 42 U.S.C. sections 1320a-7a(a)(1)(A)–(B). The CMPL authorizes the OIG to impose civil monetary penalties, assessments, and exclusion against any entity that knowingly presents or causes to be presented to an officer, employee, or agent of the United States, or of any department or agency thereof, or of any State agency a claim that the HHS Secretary determines is for a medical or other item or service that the person knows or should know was not provided as claimed or is for a medical or other item or service and the person knows or should know the claim is false or fraudulent.

Specifically, the OIG believes that Livingston Ambulance submitted claims for basic life support (emergency) and advanced life support (emergency) ambulance transportation that Livingston Ambulance knew or should have known were not for emergency services. The OIG believes that Livingston Ambulance submitted such ambulance claims using origin-destination modifiers where the destination for these emergency ambulance claims was not a hospital, but rather included destinations such as skilled nursing facilities and patient residences (among others). The OIG has preliminarily determined that for dates of service from September 13, 2018, through October 4, 2023, Livingston Ambulance submitted 412 such claims and received \$155,373.82 for these claims.

Page 2
Livingston Ambulance

This conduct may constitute a violation of the CMPL. Under the CMPL, the OIG is authorized to impose a civil money penalty of up to \$24,947 for each item or service and an assessment of not more than three times the total amount claimed for each such item or service. 42 U.S.C. § 1320a-7a(a); see also 45 C.F.R. Part 102. In addition, the OIG may exclude a provider from participation in the Federal health care programs, as defined in section 1128B(f) of the Act. The OIG has issued a Special Advisory Bulletin on the Effect of Exclusion from Participation in Federal Health Care Programs, which is available here: http://www.oig.hhs.gov/exclusions/effects_of_exclusion.asp

In determining the sanction to be imposed against Livingston Ambulance, the OIG will take the following factors into account: (1) the nature of the claims and the circumstances under which they were presented; (2) the degree of culpability, history of prior offenses, and financial condition of the person presenting the claims; and (3) such other matters as justice may require. See 42 U.S.C. § 1320a-7a(d); see also 42 C.F.R. § 1003.140(a).

We are writing to extend Livingston Ambulance the opportunity to discuss the facts of this matter and any other relevant information you would like us to consider before the initiation of formal administrative proceedings. If Livingston Ambulance is interested in providing information to the OIG or discussing a resolution of this case, please contact me by September 27, 2024. You can reach me at Srishti.Sheffner@oig.hhs.gov or (202) 836-1068.

Sincerely,

/s/ Srishti Sheffner

Srishti Sheffner
Senior Counsel

File Attachments for Item:

**A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA
DECLARING JANUARY 9, 2025 AS JAMES "JIMMY" EARL CARTER OBSERVANCE DAY IN
LIVINGSTON MONTANA**



Proclamation Of the Livingston City Commission

Declaring January 9, 2025, James Earl “Jimmy” Carter Observance Day in Livingston, Montana

WHEREAS, James Earl “Jimmy” Carter, Jr. was born on October 1, 1924, in Plains Georgia, and grew up on a family peanut farm in a home that lacked electricity or indoor plumbing, instilling in him an enduring respect for hard work, humility, and service; and

WHEREAS, he graduated from the U.S. Naval Academy in the top tenth of his class, served in the Navy’s pioneering nuclear submarine program, and later returned to Plains to run the family farm after his father’s passing; and

WHEREAS, Carter entered in politics in the 1960s and served as Georgia’s Governor, and thereafter was elected the 39th President of the United States, serving from 1977 to 1981; and

WHEREAS, his administration, confronted steep economic challenges– yet advanced human rights, brokered the Camp David Accords, established the national energy policy and Department of Education, and worked to restore public trust in government; and

WHEREAS, President Carter’s extraordinary post-presidential years spanned global humanitarian work, travels around the world to foster peace, and recognition with the 2002 Nobel Peace Prize, reflecting his lifelong commitment to diplomacy and compassion; and

WHEREAS, having passed away at the age of 100, President Carter will be honored with a state funeral in Washington, D.C., after which he will be laid to rest at the ranch house in Plains beside his beloved wife of 77 years, Rosalynn Carter; and

NOW, THEREFORE, BE IT RESOLVED, on behalf of the Livingston City Commission, I hereby proclaim January 9th as a day to honor the memory of President Jimmy Carter, celebrating his steadfast dedication to the American people, his bold pursuit of peace and his enduring legacy of integrity, service and compassion

Signed this ___ day of January, 2025

**Chair
City Commission**

**Emily Hutchinson
City Clerk**

Livingston, Montana

File Attachments for Item:

A. ELECTION OF CITY COMMISSION OFFICERS FOR CALENDAR YEAR 2025



DATE: January 7, 2025
TO: Chair Kahle and City Commissioners
FROM: Grant Gager, City Manager
RE: 2025 Livingston City Commission Officer Elections

Recommendation and Summary

In accordance with the Livingston Municipal Code, staff recommends that the City Commission elect a Chair and Vice-Chair by adopting the following motion:

"I move to elect _____ as Chair and _____ as Vice-Chair of the Livingston City Commission for 2025."

The reasons for the recommendation are as follows:

- The Livingston Municipal Code requires the City Commission to elect and Chair and Vice-Chair at the first meeting of each year for a one (1) year term.

Introduction and History

Chapter 2, Section 3, of the Livingston Municipal Code (LMC) requires the City Commission to elect a Chair and Vice-Chair at the first meeting of each year for a one (1) year term. The duties of the Chair are detailed in the LMC and those duties are fulfilled by the Vice-Chair in the absence of the Chair.

Analysis

Election of the Commission Chair will enable the efficient function of meetings and Commission business.

Fiscal Impact

There is no fiscal impact arising from this action.

Strategic Alignment

Election of the Chair and Vice-Chair will fulfill the requirements of the LMC.

Attachments



File Attachments for Item:

**B. ACTION ARISING FROM MONTANA SIXTH JUDICIAL DISTRICT COURT ORDER APPROVING
DISCOVERY VISTA LLC MAJOR SUBDIVISION APPLICATION**



DATE: January 7, 2025

TO: City Commissioners

FROM: Grant Gager, City Manager

RE: Decision and Order Issued by Montana’s Sixth Judicial District Requiring Approval of Application for Major Subdivision from Discovery Vista LLC

Recommendation and Summary

The City Manager recommends that the City Commission comply with the November 15, 2024, Decision and Order issued by the Montana Sixth Judicial District Court and approve with conditions the 2022 application for a major subdivision that was submitted by Discovery Vista LLC. The Commission may approve the application by adopting the following motion:

“I move to comply with the November 15, 2024, Decision and Order issued by the Montana Sixth Judicial District Court and direct the City Manager to approve by a written letter Discovery Vista LLC’s 2022 major subdivision application subject to the mediated conditions.”

The reasons for the recommendation are as follows:

- The City of Livingston received a major subdivision application in March 2022.
- On November 15, 2024, Montana’s Sixth Judicial District Court issued an Order and Decision requiring the City Commission: 1) grant the requested alleyway variance for Phase II of the development, and 2) grant preliminary plat approval of the Phase II subdivision application.

Introduction and History

Discovery Vista LLC submitted an application for a major subdivision on March 10, 2022, which was subsequently approved by the Livingston Planning Board, subject to certain conditions. The City Commission, did not approve the application on during its May 17, 2022, meeting. On November 14, 2022, Discovery Vista LLC filed a Complaint seeking approval of the subdivision.

Analysis

On November 15, 2024, Montana’s Sixth Judicial District Court issued an Order and Decision requiring the City Commission: 1) grant the requested alleyway variance for Phase II of the



development, and 2) grant preliminary plat approval of the Phase II subdivision application. As a result of the mediation on December 18, 2024, the parties reached an agreement-in-principle regarding nineteen (19) conditions.

Fiscal Impact

The City Manager has worked with Discovery Vista LLC to negotiate a settlement of damage claims. That settlement will be presented to the Commission separately.

Strategic Alignment

Complying with court orders is a recommended practice.

Attachments

- Attachment A: Sixth Judicial District Decision and Order
- Attachment B: Draft Letter of Approval with Conditions
- Attachment C: Revised Preliminary Plat Map

1 HON. BRENDA R. GILBERT
District Judge
2 Sixth Judicial District Court
3 414 East Callender Street
Livingston, Montana 59047
4 406-222-4130

6 **MONTANA SIXTH JUDICIAL DISTRICT COURT, PARK COUNTY**

8 DISCOVERY VISTA, LLC,
9 Plaintiff,
10 vs.
11 CITY OF LIVINGSTON, by and
through its City Commission,
12 Defendant.
13

Cause No. DV 22-175

**DECISION AND ORDER ON CITY OF
LIVINGSTON’S RULE 56 MOTION FOR
SUMMARY JUDGMENT AND DISCOVERY
VISTA’S CROSS-MOTION FOR SUMMARY
JUDGMENT**

15 The Court heard oral arguments on the Motion and Cross-Motion herein on June 24,
16 2024. Susan B. Swimley appeared for the Plaintiff, Discovery Vista. Ryan P. Browne appeared
17 for Defendant City of Livingston, by and through its City Commission.

18 The Court has considered Defendant’s Rule 56 Motion for Summary Judgment and Brief
19 in Support, Plaintiff’s Opposition and Cross-Motion for Summary Judgment, Defendant’s Reply
20 and Response to Cross-Motion for Summary Judgment, Plaintiff’s Reply in Support of its Cross-
21 Motion for Summary Judgment, and the oral arguments of counsel.

23 The Court hereby finds good cause for the following Decision and Order.

24 **BACKGROUND FACTS**

25 Plaintiff Discovery Vista, LLC (hereinafter “Discovery Vista”) owns real property in
26 Livingston, Montana and sought approval of an 86-lot residential subdivision near the western
27

28

1 edge of Livingston. The subdivision is referred to as “Discovery Vista, LLC, Phase 2
2 Subdivision” (“Phase 2”). In addition to requesting approval of Phase 2, Discovery Vista
3 requested to be excused from including residential alleyways within the subdivision.
4

5 The Defendant, City of Livingston, by and through its City Commission (hereinafter
6 “City”), enacted Subdivision Regulations (“Regulations”), which are incorporated into the Code
7 of Ordinances at § 28-1, by reference. The Regulations require that subdivision applications be
8 presented to the City Planning Board prior to presentation to the City. The Regulations state that
9 “[a]lleys...shall be provided in all residential subdivisions.” The Regulations also address when a
10 variance may be authorized.
11

12 The City Planning Board held a public hearing on April 20, 2022 (“April 2022 Public
13 Hearing”), regarding whether to recommend Phase 2 and allow the requested alleyway variance.
14 Chris Budeski, PE, owner of Madison Engineering, LLC, prepared the Preliminary Plat and
15 explained that, due to layout of the previous phases of Discovery Vista not having alleyways,
16 they were requesting a continuation of the “no alleyway” layout for Phase 2. In addition, Mr.
17 Budeski explained that they would lose 19 lots from Phase 2 if they had to put alleyways in,
18 which would be a hardship. The City Planning Board voted 5-4 in favor of conditional approval
19 of Phase 2 and 5-4 in favor of approval of the alleyway variance.
20

21 At the City Commission meeting held May 17, 2022 (“May 2022 Commission Meeting”),
22 Mr. Budeski again testified and explained the economic, historical, and spatial reasons for
23 requesting the alleyway variance. The City voted 2-1 in favor of the motion to approve the
24 variance. However, the minutes of the meeting state that the motion still failed because three
25 affirmative votes were required for the motion to pass. The motion to approve the Preliminary
26 Plat Application failed with the same votes and for the same reason.
27
28

1 Part of the reason there were only three votes is that—toward the end of the hearing—
2 Acting Chair Karrie Kahle was asked by Commissioner Schwartz to disclose her role with Park
3 County Environmental Coalition (“PCEC”) and comment on whether her association may
4 influence her vote. Ms. Kahle stated that PCEC was her employer and that her work involved
5 county zoning issues. Ms. Kahle decided to recuse herself from voting “just to be safe.”
6

7 Afterwards, the City did not issue a written decision pursuant to § 76-3-620, MCA within
8 the time prescribed by statute. City Manager Kardoes, who typically drafted such letters,
9 unexpectedly died on June 3, 2022, just 16 days after the City meeting. Further, historic flooding
10 in and around Livingston occurred mid-June 2022, which temporarily disrupted some of the
11 City’s usual operations.
12

13 Discovery Vista filed suit against the City, on or around November 14, 2022, alleging
14 four causes of action, to wit: I) Violation of § 76-3-625(1), MCA; II) Participation with Conflict
15 of Interest; III) Wrongful Denial of Variance; and IV) No Written Decision.

16 The City filed its Motion for Summary Judgment on the grounds that 1) Discovery Vista
17 cannot demonstrate the City is liable for the claims alleged in the Amended Complaint, 2) the
18 City is entitled to judgment as a matter of law, and 3) the Amended Complaint should be
19 dismissed with prejudice.
20

21 Discovery Vista responded to the City’s Motion and filed (with its Response) a Cross-
22 Motion for Summary Judgment, arguing that Discovery Vista is entitled to Summary Judgment
23 and that the Court should order the City to approve and sign the approvals for the subdivision plat
24 and the variance.
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LEGAL STANDARDS

I. Summary Judgment

The underlying purpose of summary judgment is to encourage judicial economy by eliminating an unnecessary trial. *Olson v. Osmolak*, 2003 MT 151, ¶ 13. Summary judgment is the proper remedy when there exists no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Rule 56, M.R.Civ.P. Conclusory statements are not sufficient to defeat a summary judgment motion under Rule 56, M.R.Civ.P., nor is the district court required to anticipate possible evidence that might be produced at trial. *Nelson v. Nelson*, 2005 MT 263, ¶ 18.

The party moving for summary judgment has the initial burden to establish the complete absence of a material fact. *Draggin’ y Cattle Co., Inc. v. Addink*, 2013 MT 319, ¶ 16. The burden then shifts to the opposing party to prove the existence of a genuine issue of material fact. *Precision Theatrical Effects, Inc. v. United Bank, N.A.*, 2006 MT 236, ¶ 20. A party cannot create a disputed issue of material fact simply by attaching his own interpretations and conclusions to an otherwise clear set of facts. *Koepplin v. Zortman Min., Inc.*, 267 Mont. 53, 63, 881 P.2d 1306, 1311 (1994).

“The opposing party’s facts must be material and of a substantial nature, not fanciful, frivolous, gauzy, nor merely suspicions.” *Klock v. Town of Cascade*, 284 Mont. 167, 174, 943 P.2d 1262, 1266 (1997). “[M]ere denial, speculation, or conclusory statements are insufficient to raise genuine issues of material fact.” *Id.*

A “material fact” involve[s] the elements of the cause of action or defenses at issue to an extent that necessitates resolution of the issue by a trier of fact.” *Arnold v. Yellowstone Mountain Club, LLC*, 2004 MT 284, ¶ 15; *see Corporate Air v. Edwards Jet Center*, 2008 MT 283, ¶ 24. A

1 party cannot rely on mere allegations contained in its pleadings to overcome summary judgment.
2 *Arnold*, ¶ 14.

3 If the Court determines there is no genuine issue of material fact, the Court must then
4 determine whether the moving party is entitled to judgment as a matter of law. *Renville v.*
5 *Farmers Ins. Exchange*, 2004 MT 366, ¶ 20.
6

7 **II. Judicial Review**

8 “A person who has filed with the governing body an application for a subdivision under
9 this chapter may bring an action in district court to sue the governing body to recover actual
10 damages caused by a final action, decision or order of the governing body.” § 76-3-625(1), MCA.
11 To prevail on such an action, the aggrieved party carries a significant burden because the
12 “governing body’s decision, based on the record as a whole, must be sustained unless the
13 decision being challenged is arbitrary, capricious, or unlawful.” *Id.*
14

15 Montana courts have turned to administrative law procedures and standards in
16 interpreting the Montana Subdivision and Platting Act (“MSPA”) (Title 76, Chapter 3, MCA).
17 *MM&I, LLC v. Bd. of County Comm’rs. of Gallatin County*, 2010 MT 274, ¶ 15. “We review a
18 district court’s ruling pursuant to § 76-3-625, MCA, the same way we review decisions from
19 administrative agencies—we determine whether the record establishes that the agency (*i.e.*, the
20 governing body) acted arbitrarily, capriciously, or unlawfully.” *MM&I*, ¶ 20. Further, the
21 district court generally is limited to the same record before the governing body at the time of its
22 decision. *Heffernan v. Missoula City Council*, 2011 MT 91, ¶ 66; *Kiely Constr. LLC v. City of*
23 *Red Lodge*, 2002 MT 241, ¶ 97.
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25

26 Under the arbitrary and capricious standard, “a reversal of the appealed ruling is not
27 permitted merely because the record contains inconsistent evidence or evidence which might
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1 support a different result. Rather, the decision being challenged must appear to be random,
 2 unreasonable, or seemingly unmotivated, based on the existing record.” *Kiely*, ¶ 29 (quoting
 3 *Silva v. City of Columbia Falls*, 258 Mont. 329, 335, 852 P.2d 671, 675 (Mont. 1993)); *Hansen v.*
 4 *Granite County*, 2010 MT 107, ¶ 29; *Heffernan*, ¶ 65 (“[t]he governing body’s action is arbitrary
 5 and capricious if it came about seemingly at random or by chance, or as an impulsive and
 6 unreasonable act of will”). Additionally, “[w]hile the record may contain conflicting evidence,
 7 as long as a substantial amount of the evidence supports the governing body’s decision and the
 8 governing body explains why it weighed certain evidence, the governing body’s decision should
 9 be upheld.” *MM&I*, ¶ 30.

11 A governing body’s action is unlawful if the action violates applicable statutory or
 12 regulatory requirements. *Heffernan*, ¶ 65; *Citizens for Responsible Dev. v. Bd. of County*
 13 *Comms.*, 2009 MT 182, ¶ 26; *North Fork Preservation Assn. v. Dept. of State Lands*, 238 Mont.
 14 451, 464, 778 P.2d 862, 870 (1989).

16 The relief to be granted, or the disposition of the appeal, depends on the facts and
 17 circumstances of each case as it comes before the district court. The district court has flexibility
 18 to make an adequate and proper disposition of each case. *Kiely*, ¶¶ 73-74 (citing *Heldenbrand v.*
 19 *Montana S. Bd. of Reg. for P.E. & L.S.*, 147 Mont. 271, 278, 411 P.2d 744, 749 (1966)). The
 20 Court in *Kiely* noted that *Heldenbrand* dealt with an appeal of an administrative agency decision.
 21 The *Kiely* Court further emphasized its holding in *Madison River R.V.Ltd. v. Town of Ennis*,
 22 where it applied to the same standard of review (arbitrary, capricious, or unlawful) to legislative
 23 decisions as to those of administrative agencies. 2000 MT 15. Accordingly, the Court held that
 24 the rationale behind the analysis for fashioning the proper scope of judicial review in
 25 *Heldenbrand* likewise applies in a subdivision appeal case. *Kiely*, ¶ 74.

28

1 **III. Subdivision Review**

2 The governing statutes in this matter comprise, but are not limited to:

- 3 • [76-3-501. Local subdivision regulations.](#)
- 4 • [76-3-504. Subdivision regulations -- contents.](#)
- 5 • [76-3-601. Submission of application and preliminary plat for review -](#)
- 6 [- water and sanitation information required.](#)
- 7 • [76-3-620. Review requirements -- written statement.](#)

8 A summary of the subdivision review process includes the following:

- 9
- 10 1. A subdivision application is considered received on the date of delivery to the
- 11 reviewing agency and when accompanied by the review fee. Within 5 days of
- 12 receipt, the reviewing agency will determine whether the application contains
- 13 all the required materials and notify the subdivider, identifying any specific
- 14 missing elements. § 76-3-604(1).
- 15 2. Within 15 days of this notification that the application contains all the required
- 16 elements, the reviewing agency shall determine whether the application and
- 17 required elements contain detailed information sufficient to allow for the review
- 18 of the proposed subdivision and will notify the subdivider. If there is not
- 19 sufficient information, the reviewing agency shall identify the insufficient
- 20 information in its notification. § 604(2).
- 21 3. After the reviewing agency has notified the subdivider than an application
- 22 contains sufficient information, the governing body shall approve, conditionally
- 23 approve, or deny the proposed subdivision within the applicable time frame. §
- 24 604(4).
- 25 4. A subdivision proposal must undergo review for primary criteria and the
- 26 governing body shall issue written findings of fact that weight such criteria. §
- 27 608(2)-(3). Findings of fact by the governing body concerning whether the
- 28 development of the proposed subdivision meets the requirements of this chapter
- must be based on the record as a whole. The governing body's findings of fact
- must be sustained unless they are arbitrary, capricious, or unlawful. § 608(10).
5. If the governing body denies or conditionally approves the proposed
- subdivision, it shall send the subdivider a letter complying with § 76-3-620. §
- 604(6).

- 1 6. The governing body shall collect public comment and shall make any comments
- 2 submitted available to the subdivider within 30 days after conditional approval
- 3 or approval of the subdivision application and preliminary plat. § 604(7).
- 4 7. Review and approval, conditional approval, or denial of a proposed subdivision
- 5 under this chapter may occur only under those regulations in effect at the time
- 6 a subdivision application is determined to contain sufficient information for
- 7 review as provided in subsection 2. § 604(9).
- 8 8. If regulations change during the review periods provided in subsections 1 and
- 9 2, the determination of whether the application contains the required elements,
- 10 and sufficient information must be based on the new regulations. *Id.*

PARTIES’ ARGUMENTS

I. COUNT III: Wrongful Denial of Variance.

a. Discovery Vista’s Amended Complaint

Discovery Vista claims that the City denied the alley variance without making findings or a basis and that this “wrongful, unlawful, arbitrary, and capricious” denial of the variance caused actual damage.

b. City’s Brief in Support of its Motion for Summary Judgment

The City first argues that summary judgment is appropriate on the variance request because Discovery Vista has not shown that the City acted arbitrarily, capriciously, or wrongfully. Further, the City argues, in a case of judicial review, it is not the district court’s role to determine whether the governing body’s decision is correct, wise, or desirable due to the separation-of-powers doctrine. *Mont. Cannabis Indus. Ass’n. v. State*, 2016 MT 44, ¶ 39; *Powder River County v. State*, 2002 MT 259, ¶¶ 111-12; *Richards v. County of Missoula*, 2012 MT 236, ¶ 17.

The City contends it is, rather, the Court’s role to determine whether the City had a rational, reasonable, or supportable basis for its decision. Commissioner Torrey Lyons (who

1 voted “no” on both votes) declared that Discovery Vista had not presented “a legitimate or
 2 compelling reason to grant the variance” and applicable Regulations were not satisfied. Mr.
 3 Lyons understood that financial reasons were the primary, if not sole, basis for the variance
 4 request based on the record. He concluded the definition of hardship under Subdivision
 5 Regulation § X-B-1 was not satisfied because the claimed hardship was financial in nature and
 6 entirely self-imposed. The Regulation in question states, in part:
 7

8 The governing body may grant variances ...when, due to the characteristics of land
 9 proposed for subdivision, strict compliance with these standards would result in
 10 undue hardship and not be essential to the public welfare. Undue hardship does not
 11 include personal or financial hardship, or any hardship that is self-imposed.

12 The City maintains there is no support for a contention that Mr. Lyons acted arbitrarily
 13 or capriciously, nor is there any evidence to support an allegation that Mr. Lyons’ vote against
 14 the variance request was random, an unreasonable act of will, or seemingly unmotivated.

15 *MM&I,*

16 ¶ 29. Rather, the City argues, Mr. Lyons’ vote was rational, reasonable, and supportable based
 17 on the information presented to the City and in consideration of the applicable Regulation,
 18 which is discretionary, not mandatory. As such, the City maintains that Discovery Vista
 19 cannot meet its burden of proving the City acted in an arbitrary or capricious manner regarding
 20 the variance request.

21 **c. Discovery Vista’s Opposition to City’s Summary Judgment and Cross-**
 22 **Motion for Summary Judgment**

23 Both the City and Discovery Vista maintain that no disputed material facts exist.
 24 Discovery Vista first argues that a request for a variance is not a request to be excused from
 25 applicable Regulations, as claimed by the City. Rather, the request for a variance is a legal
 26 process under the MSPA. Discovery Vista explains that local jurisdictions are allowed to place
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1 reasonable conditions on a variance to secure the objectives of the Regulations. By way of
2 background, Discovery Vista asserts that the City updated its Growth Policy in June of 2021,
3 while the Regulations were last updated in 2007.

4 Discovery Vista asserts that denial of the alley variance was unlawful, arbitrary, or
5 capricious for four reasons: 1) the denial violates § 76-3-501(3), MCA, 2) the City failed to
6 update its Regulations to be in conformance with the 2021 Growth Policy, 3) the denial was
7 arbitrary or capricious, and 4) review of a variance is a quasi-judicial act.

8 First, the denial violates § 76-3-501(3), MCA, according to Discovery Vista.
9
10 Discovery Vista was granted Preliminary Plat approval in 2006 for the first phase of its
11 Subdivision and final plat approval in 2009 (the “Master Plan/Concept Plan”). After splitting
12 the first phase of the Subdivision into two phases, Discovery Vista then submitted a new
13 subdivision application for Phase 1B in 2017. For Phase 1B, Discovery Vista was not required
14 to seek an alley variance from the Regulations, even though the same Regulations applied in
15 2006, 2009, and 2017. The Regulations require alleys in all residential subdivisions, but no
16 alleys are found in Discovery Vista Phase 1A (2006) and Phase 1B (2017), Northern Lights
17 Subdivision, or the Star Addition area within the City.
18

19 Discovery Vista contends that the plain language of § 76-3-501(3), MCA, added in
20 2021, protects subdividers from a governing body’s inconsistent application of subdivision
21 regulations. The Bill’s sponsor, in addressing the addition of subsection (3) to § 76-3-501,
22 MCA, stated, “if a local government has historically interpreted and enforced a certain
23 condition of a subdivision approval, the local government cannot undertake a different
24 interpretation...[this] doesn’t allow them to make changes when they want to over the years.”
25
26 SB 174, 2021. Discovery Vista also notes that SB 174 amended § 76-3-504(1), MCA by
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1 expressly stating that a governing body’s local subdivision regulations must “comply with the
2 requirements provided for in § 76-3-501.”

3 As such, Discovery Vista maintains that § 76-3-501(3), MCA prohibits the City from
4 requiring an alley variance for Phase 2 in 2022 when, under the same Regulations in 2017, it
5 did not require an alley variance for Phase 1B. The 2007 Regulations were the same for both
6 phases and both phases are in the same subdivision. Therefore, argues Discovery Vista, the
7 City’s inconsistent interpretation and subsequent requirement that Phase 2 obtain a variance to
8 not have alleys violates § 76-3-501(3), MCA and is unlawful.

9 Second, Discovery Vista believes that the City’s denial was unlawful because the City
10 failed to update its Regulations to be in conformance with the 2021 Growth Policy. Discovery
11 Vista notes that the 2021 Growth Policy cannot be a consideration in this case, as growth
12 policies are non-regulatory. *See Lake County First v. City of Polson*, 2009 MT 322, ¶ 48.
13 Discovery Vista maintains that § 76-1-606, MCA clearly provides that when a growth policy
14 has been approved, the subdivision regulations must be in accordance with the growth policy.
15 Thus, basing a decision on inherently inconsistent documents exceeds the governing body’s
16 jurisdiction and authority. *See Bridger Canyon Property Owners’ Ass’n, Inc. v. Planning &*
17 *Zoning Comm’n*, 270 Mont. 160, 890 P.2d 1268 (1995); *North 93 Neighbors, Inc. v. Flathead*
18 *County Bd. of County Comm’rs*, 2006 MT 132.

19 This is a problem for the City, argues Discovery Vista, because the failure of the City to
20 update its Regulations is fatal to the underlying position of the City that, in accordance with its
21 2021 Growth Policy, it was moving toward a more traditional block, street and alley design.
22 Discovery Vista finds Mr. Lyon’s analysis of the Growth Policy and Regulations (and thus his
23 voting reasoning) erroneous. The Regulations have not been updated in any manner to
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1 consider the Growth Policy’s move toward a more traditional block, street, and alley design.
2 However, during the May 2022 Commission Meeting, Mr. Lyons insisted that the Regulations
3 had been updated to include alleys, when they had required alleys for at least fifteen years.
4

5 Third, Discovery Vista argues that the City’s denial of the alley variance was arbitrary
6 or capricious. As Mr. Lyons’ vote was the only one against the variance and his opinions are
7 allegedly unlawful, arbitrary, or capricious, Discovery Vista states that the Court must examine
8 his opinions. Mr. Lyons made numerous statements that the subdivider had imposed a hardship
9 upon itself. Mr. Lyons stated that Discovery Vista did so when it designed its 2006 first phase
10 of the subdivision in such a manner that it made it difficult to design the second phase without
11 alleys. However, the City approved the previous phase for Discovery Vista, Phase 1A and
12 Phase 1B, with an overall design of all phases of the subdivision—which did not include
13 alleys.
14

15 Further, the Northern Lights Subdivision and the Star Addition, which neighbor
16 Discovery Vista, have no alleys. Accordingly, argues Discovery Vista, the City’s imposition
17 of alleys in Phase 2 was arbitrary or capricious, as it was clearly random in relationship to the
18 surrounding development. In addition, Discovery Vista points out that Mr. Lyons made
19 comments during the May 2022 Commission Meeting that he preferred an “urban design” (a
20 block and lot layout with alleys), that he had studied urban design (it was his “bread and
21 butter”), and that he preferred such aesthetic—despite there being no reference to aesthetics in
22 the MSPA. Mr. Lyons also stated “the developers can come back to us, satisfy the subdivision
23 regulations, and every point that I personally have made is then satisfied.” This statement
24 alone, argues Discovery Vista, shows that the sole negative vote of Mr. Lyons was arbitrary or
25 capricious, as well as being unlawful.
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1 Discovery Vista’s last argument regarding the alley variance is that review of a
2 variance is a quasi-judicial act (ultimately undisputed by the City).

3 **d. City’s Combined Reply Brief in Support of its Motion for Summary**
4 **Judgment and Brief in Opposition to Discovery Vista’s Cross Motion for**
5 **Summary Judgment**

6 The City first replies that the record is clear that Madison Engineering requested the
7 alleyway variance so the Phase 2 development would match the surrounding developments.
8 Likewise, the request is an admission that the variance was predicated on aesthetics. Further,
9 Mr. Budeski and Brad Osen (of Discovery Vista) discussed the aesthetics of there being no
10 alleys in Phase 2 so that it would be more cohesive with the character of the neighborhood.

11 The City contends that neither aesthetic nor financial considerations create a lawful
12 basis for the City to depart from Regulation § VI-A-8, because the City was required to follow
13 Regulation X-B-1. To seek a variance, Discovery Vista was required to present evidence of
14 undue hardship, which does not include personal, financial, or self-imposed hardships. The
15 City argues that Discovery Vista did not carry its burden, because the hardship resulting from
16 Discovery Vista’s argument—that eliminating alleyways maximizes the number of units at a
17 specific square footage—qualifies as both a financial hardship and one that is self-imposed.
18 Further, the City notes that Discovery Vista submitted drawings of the Subdivision with alleys
19 included. This was not lost on Mr. Lyons, who remarked that Discovery Vista’s argument that
20 the hardship was anything other than financial or self-imposed did not carry any weight.
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23 The City also argues that Discovery Vista did not carry its burden in opposing summary
24 judgment by raising either plausible disputed factual issues or any legal argument
25 demonstrating that the City’s decision reached the elevated standard of arbitrary, capricious, or
26 unlawful as required by § 76-3-625(1), MCA.
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1 The rest of the City’s arguments regarding the alley variance include: 1) the City did
2 not violate § 76-3-501(3), MCA; 2) updating the Regulations is a red herring argument as
3 Discovery Vista failed to establish a causal link between the Regulations and growth policy; 3)
4 the City’s decisions were reasoned and legitimate; and 4) variance review is a quasi-judicial
5 act.
6

7 First, the City advances that it did not violate § 76-3-501(3), MCA by denying the
8 alleyway variance, because the statute is prospective and had an effective date of April 30,
9 2021. What was codified in subsection (3) did not exist until SB 175 was passed into law on
10 April 30, 2021. The City argues that nothing in that statute indicates that subsection (3) has
11 retroactive application. A statute cannot be retroactive unless the statute 1) includes plain
12 language containing a clear legislative intent for retroactive application; 2) impairs vested
13 rights under existing laws; or 3) creates a new obligation, imposes a new duty, or attaches a
14 new disability in respect to past transactions. *Mordja v. Mont. Eleventh Jud. Dist. Ct.*, 2008
15 MT 24, ¶ 18; *State v. Hamilton*, 2007 MT 167, ¶ 10.
16

17 The City maintains that just because the City approved of Phase IB in 2018 without
18 requiring alleyways, the City was not precluded from denying the variance request in 2022.
19 Additionally, to determine that subsection (3) of § 76-3-501, MCA is retroactive would lead to
20 absurd and conflicting results and pose due process concerns. The City reasons that the plain
21 language of subsection (3) demonstrates that it is intended to promote equity, consistency, and
22 predictability. As such, the City supports a prospective application.
23

24 Second, the City argues that Discovery Vista’s argument regarding updating the
25 Regulations to conform with the Growth Policy is mere speculation and does not assist
26 Discovery Vista in warding off summary judgment. *Ternes v. State Farm Fire & Cas. Co.*,
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1 2011 MT 156, ¶ 28; *Buckley v. W. Mont. Cmty. Mental Health Cr.*, 2021 MT 82, ¶ 19. The City
2 argues that Discovery Vista provided no evidence establishing a causal link between adoption
3 of the 2021 Growth Policy and the 2007 version of the Regulations sufficient to allow a jury to
4 conclude that the outcome could have been different if the City had updated the Regulations
5 after the 2021 Growth Policy was enacted.
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7 Additionally, the City argues that at no time before or after the April 2022 Public
8 Hearing or May 2022 Commission Meeting, until they filed their Motion for Summary
9 Judgment, did Discovery Vista or Madison Engineering raise any concern about the
10 Regulations not having been updated—so they should not be able to do so now.
11

12 Third, the City insists that its decisions were not arbitrary and capricious, but rather
13 reasoned and legitimate, for several reasons. To begin, Discovery Vista’s receipt of approval
14 on Phase I did not “grandfather it in” with respect to Phase 2 or additional phases of
15 development. The City maintains that Mr. Kardoes’ comments were made during the April
16 2022 Public Hearing, not the May 2022 Commission Meeting, and as such should not be
17 considered by the Court. Additionally, Mr. Lyons did not believe Discovery Vista proved an
18 undue hardship, that was not personal or financial, given the evidence presented to the City.
19

20 The City asserts that all Commissioners present at the May 2022 Commission Meeting
21 provided supportable rationale for their votes on the record or, in the case of Ms. Kahle,
22 rationale for declining to vote. The City finds issue in all the City’s alleged wrongful acts
23 being pinned on Mr. Lyons, who is not even a defendant in this case. The City maintains that it
24 is not fair to state that one dissenting Commissioner had the final determination over this issue
25 because of the Commission’s voting procedures. Further, the City argues that Discovery Vista
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1 could have requested that the variance request and plan approval be tabled or continued to be
2 heard before the entire City Commission, but it failed to do so.

3 Fourth, the City concedes that there is no dispute that the City’s decision on the
4 variance request was a quasi-judicial decision.
5

6 **e. Discovery Vista’s Reply in Support of its Cross-Motion for Summary
7 Judgment**

8 Regarding the alley variance, Discovery Vista reiterates 1) City Code Sec. 2-15
9 deprived Discovery Vista of Due Process, 2) the City’s denial was arbitrary, capricious, or
10 unlawful, and 3) the City’s reliance on the 2021 Growth Policy was unlawful.

11 First, Discovery Vista points out that the City failed to respond to Discovery Vista’s
12 Cross-Motion that City Code Sec. 2-15 violates due process as applied to Discovery Vista.
13 Such code states that a majority vote of the entire Commission, not a majority of the quorum
14 present, shall be necessary to adopt or reject any motion. As such—given the City Commission
15 consists of five members—three positive votes are required to pass a motion under Code Sec.
16 2-15. Chair Melissa Nootz was absent and, with Ms. Kahle recused, only three City
17 Commission members were present to vote on Discovery Vista’s variance request and Phase 2.
18 Discovery Vista maintains that it was deprived due process when it was not given a compelling
19 reason as to why a majority vote of the entire Commission was needed (rather than a majority
20 of the Commission members present and voting). *See Mont. Envtl. Info. Ctr. V. Dept. of Envtl.*
21 *Quality*, 1999 MT 248, ¶¶ 59, 63.
22
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24 Discovery Vista accuses the City of attempting to gloss over this issue by asserting that
25 Discovery Vista could have requested that the variance request and plat approval process be
26 continued. However, Discovery Vista argues that it is the City that is compelled to comply
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1 with the law, and Discovery Vista argues that the law does not require the persons before it to
2 force the City to comply. Because Ms. Kahle did not disclose her conflict of interest before the
3 May 2022 Commission Meeting started, Discovery Vista maintains that the opportunity to
4 request a continuance of the process was not provided to it.
5

6 Second, Discovery Vista reiterates its argument that the City’s denial of Discovery
7 Vista’s requested variance was arbitrary, capricious, or unlawful. According to Discovery
8 Vista, it was Mr. Kardoes who stated that City staff did not recommend alleys in the
9 Subdivision, as the alleys would not help the City in providing services to the Subdivision.
10 Further, it was Mr. Kardoes who introduced the Concept Plan to the City Commission at the
11 May 2022 Commission Meeting, not the Discovery Vista development team. Discovery Vista
12 argues that, although the City presented the Concept Plan as the answer for alleys within Phase
13 2, the City ignores the fact that the Concept Plan only provides alleys for 62% of the lots. 38%
14 of the lots in the Concept Plan do not have alleys and the City’s reliance on the Concept Plan is
15 misplaced, argues Discovery Vista. A variance is still required for alleys in the Concept Plan
16 and Mr. Lyons’ reliance on the Concept Plan as nullifying the need for a variance is not based
17 on facts before the Commission.
18

19 Discovery Vista also argues that the City does not weigh the evidence that the undue
20 hardship for the variance was not self-imposed by Discovery Vista, but was the result of the
21 City approving a Master Plan for the entire Discovery Vista Subdivision that did not include
22 alleys. Rather than acknowledge that the requirement of alleys in Phase 2 would not provide
23 any benefit to the City or the public, the City instead argues that the request was based on
24 aesthetics and money. Discovery Vista further notes that it never stated requiring alleys was a
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1 financial hardship, because that would be a cost passed on to the lot purchaser—not one
2 incurred by the developer.

3 Discovery Vista continues by arguing that the City’s reliance on Mr. Lyons’
4 misinterpretation of the Concept Plan (the false notion that all lots in the Concept Plan had
5 alleys) is the epitome of arbitrary or capricious. A governing body’s action is arbitrary or
6 capricious if it came about seemingly at random or by chance, or as an impulsive and
7 unreasonable act of will. *Kiely*, ¶ 69.

8
9 Next, Discovery Vista argues that the City’s assertion that § 76-3-501(3), MCA did not
10 apply to it, because it was not effective until April 30, 2021, is misplaced. The City heard and
11 considered the variance request and Subdivision Preliminary Plat for Phase 2 on May 17, 2022,
12 a year after the law became effective. Discovery Vista argues that the language of § 76-3-
13 501(3), MCA makes clear that the governing body must look back to determine if it is being
14 consistent in its interpretation of conditions of subdivision approval. This does not make the
15 statute retroactive in nature. Discovery Vista also emphasizes Mr. Lyons’ comment that
16 “...the fact that the previous phase...didn’t require [alleys] doesn’t seem to me like a
17 particularly valid justification for not requiring [them] now...” As such, Discovery Vista
18 maintains that the City’s requirement that Phase 2 obtain a variance for not having alleys
19 violates § 76-3-501(3), MCA and is unlawful.
20
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22 Third, Discovery Vista again argues that the City’s reliance on the 2021 Growth Policy
23 in denying the variance request was unlawful. Mr. Lyons specifically relied on the 2021
24 Growth Policy as part of his basis for denying the variance request even though the
25 Regulations have required alleys since at least 2007 and have not been updated in any manner
26 to conform to the 2021 Growth Policy. Accordingly, argues Discovery Vista, the City’s
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1 reference to the Growth Policy is misplaced, and the Court must determine whether Mr. Lyons’
 2 mind was irrevocably closed. Discovery Vista finds there is no better example of an
 3 irrevocably closed mind than being told by the City Planner that the 2021 Growth Policy had
 4 not been incorporated into the 2007 Regulations and then a month later—during the May 2022
 5 Commission Meeting —insisting it was so incorporated.
 6

7 **II. COUNT I: Violation of § 76-3-625(1)**

8 **a. Discovery Vista’s Amended Complaint**

9 Discovery Vista initially asserts that the City’s denial of Phase 2, based on the record as
 10 a whole, was arbitrary, capricious, and unlawful. Discovery Vista also claims that the City’s
 11 actions caused actual damage.
 12

13 **b. City’s Brief in Support of its Motion for Summary Judgment**

14 The City argues that the City Commission did not act arbitrarily, capriciously, or
 15 wrongfully in denying Phase 2. Mr. Kardoes recognized that if the variance request was not
 16 approved, there was no legitimate reason to approve the Subdivision and disapproval of the
 17 variance must mean disapproval of the Subdivision.
 18

19 **c. Discovery Vista’s Opposition to City’s Summary Judgment and Cross-Motion for Summary Judgment**

20 Discovery Vista counters that the City’s argument is in error because Mr. Kardoes’
 21 statement was inaccurate, while also pointing out that the City cites to no legal authority in
 22 support of the argument. Discovery Vista argues that this exact issue was before the Court in
 23 Ravalli County in 2007, in *Wesmont Development v. Ravalli County*, DV 06-520 (2007). In
 24 that case, the county denied a variance for connectivity of roads to unplatted adjacent lands and
 25 then proceeded to consider and deny the subdivision. The District Court in *Wesmont* remanded
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1 the case to the County Commission and held that, by denying the substantive variance request
2 as part of the basis for the subdivision review, the denial virtually assured that the application
3 no longer contained sufficient information for a fair review. *Id.*, ¶ 54.

4
5 However, Discovery Vista notes, there is one important distinction between *Wesmont*
6 and this case. In *Wesmont*, the County performed a subdivision review of the entire preliminary
7 plat application before denying the subdivision. In this case, the City failed to even consider
8 the preliminary plat application. Instead, it summarily denied the Subdivision and made no
9 findings regarding the primary review criteria or whether it could impose conditions to mitigate
10 the impact of the Subdivision based on the primary review criteria.

11
12 Discovery Vista argues that the denial of the variance should not have ended the review
13 of the Subdivision. Rather, the City had an affirmative duty to continue the review pursuant to
14 the criteria set forth in §§ 76-3-501; 76-3-604(4); 76-3-608(1), (3); 76-3-620, MCA; and
15 Subdivision Regulations III-B-6.b., c. At the very least, Discovery Vista argues, the City could
16 have consulted with the Subdivision team and presented at the meeting as to whether they
17 wanted to proceed with the review or submit a revised Preliminary Plat map. § 76-3-608(5)(b),
18 MCA. The City’s failure to review the Subdivision’s impacts was an unlawful act, argues
19 Discovery Vista, because nowhere in the MSPA nor the Regulations does it state that denial of
20 a variance stops the subdivision review process. The City’s decision to summarily deny the
21 Subdivision with no review was random, impulsive, and an unreasonable act of will, according
22 to Discovery Vista. Lastly, the failure of the City to issue its denial letter in accordance with §
23 76-3-620, MCA, or to explain the facts of the decision, is further proof that the City’s decision
24 to summarily deny the Subdivision with no review was arbitrary or capricious.
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d. City’s Combined Reply Brief in Support of its to Motion for Summary Judgment and Brief in Opposition to Discovery Vista’s Cross-Motion for Summary Judgment

The City argues that denial of the Preliminary Plat for Phase 2 was not arbitrary, capricious or unlawful. Discovery Vista’s assertion that the City should have continued the plat review after the variance was denied and discussed the § 76-3-608(5), MCA criteria is belied by Mr. Budeski’s statement that if the variance was not granted at that time, the Subdivision would need to be redesigned and resubmitted—which would not allow the infrastructure to be constructed in 2022. Further, while the lack of alleyways was a problem for Mr. Lyons, if the developers came back and satisfied the Regulations, Mr. Lyons would have voted to approve the Phase 2 Plat. The City argues that the denial of the Preliminary Plat was not arbitrary, capricious, or unlawful for the same reasons that denial of the variance request was not arbitrary, capricious, or unlawful.

e. Discovery Vista’s Reply in Support of its Cross-Motion for Summary Judgment

Discovery Vista reiterates that the City again misses the point of subdivision review, which is about the process or format used to review a subdivision preliminary plat application. Discovery Vista points to the process that the MSPA sets forth for subdivision review and what must be contained in subdivision regulations, including the remedies built in if a variance is denied. Discovery Vista argues that, as in *Westmont*, the City could have directed Discovery Vista to supply additional information pursuant to § 76-3-604, MCA.

Further, Discovery Vista notes that § 76-3-601(1), MCA states the governing body will review the preliminary plat, but with no review of the criteria set forth in § 76-3-608(3), MCA. If Discovery Vista submits another subdivision application, it may be denied based on the

1 criteria that should have been discussed at the May 2022 Commission Meeting. Discovery
2 Vista argues that the City’s failure to perform its statutorily mandated duties makes subdivision
3 review a shell game for Discovery Vista and is exactly why the City’s actions are not only
4 arbitrary and capricious, but unlawful.

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8 **III. COUNT II: Participation with Conflict of Interest**

9 **a. Discovery Vista’s Amended Complaint**

10 Discovery Vista claims that Ms. Kahle and Mr. Lyons were biased and failed to
11 disclose their relationship with the PCEC prior to the meeting, in violation of § 2-2-105, MCA.
12 Mr. Lyons is included in this claim because he “is believed to be closely associated with the
13 [PCEC].”

14 **b. City’s Brief in Support of its Motion for Summary Judgment**

15 The City disagrees and argues that Ms. Kahle did not believe she had a conflict of
16 interest because her work with PCEC involved county (not city) issues, and she was not asked
17 to abstain from voting on the motions. Ms. Kahle did, however, abstain from voting on the
18 variance and Subdivision Application. The City claims Ms. Kahle’s comments could not have
19 poisoned, tainted, or influenced the proceedings because Mr. Lyons indicated his opposition to
20 the variance before Ms. Kahle discussed her views. The City argues that Discovery Vista has
21 not presented substantial evidence that Ms. Kahle violated § 2-2-105, MCA, or that any
22 violation would have changed the outcome on the two votes.
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25 The City also argues that the accusation against Mr. Lyons is conclusory and lacks
26 factual support. “To prevail on a claim of prejudice or bias against an administrative
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1 decisionmaker, a petitioner must show that the decisionmaker had an irrevocably closed mind
 2 on the subject under investigation or adjudication.” *Madison River R.V. Ltd. v. Town of Ennis*,
 3 2000 MT 15 (citing *FTC v. Cement Institute*, 333 U.S. 683, 701 (1948)).

4 The City argues that the meeting record does not support the notion that Mr. Lyons had
 5 an irrevocably closed mind on the variance or Subdivision Application issues. The City asserts
 6 that Mr. Lyons asked questions, reviewed the materials, reviewed the Regulations, and gave a
 7 reasoned and supportable basis for his position in voting against granting the variance.
 8

9 **c. Discovery Vista’s Opposition to City’s Summary Judgment and Cross-**
 10 **Motion for Summary Judgment**

11 Discovery Vista replies that, although the City argues the Subdivision variance and
 12 Preliminary Plat were denied based upon a quorum vote of the City Commission, the denial
 13 was actually based on the lone sole vote of Mr. Lyons. City of Livingston Code Sec. 2-15,
 14 entitled “Quorum”, requires that a majority vote of the entire Commission, not a majority of
 15 the quorum, shall be necessary to adopt or reject any motion. There are five members of the
 16 City Commission, one who was absent and one who abstained from voting. Thus, for the
 17 motion to adopt the variance to pass, and for the vote to comply with Code Sec. 2015, all three
 18 of the remaining members would have had to vote in favor of the motion.
 19

20 Discovery Vista argues that besides the City’s Ordinance being fraught with claims for
 21 violations of due process, the result of the Ordinance violated Discovery Vista’s due process
 22 rights and its statutory right to have its subdivision reviewed. § 76-3-601(1), MCA. Further,
 23 Discovery Vista argues, Ms. Kahle’s failure to disclose her conflict of interest or perceived
 24 conflict of interest before the review process violated Discovery Vista’s due process rights to a
 25 fair hearing in front of an impartial quasi-judicial board. Discovery Vista knew that Mr. Lyons
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1 had voted against the variance, as he is a sitting member of the City Planning Board. However,
2 Discovery Vista argues that, had it known that Acting Chair Kahle had a conflict of interest,
3 Discovery Vista would have sought a continuance to get the absent member of the Commission
4 present. This would have allowed for the possibility of an affirmative vote of three of the City
5 Commissioners on the variance and the Subdivision.
6

7 Additionally, while the City argues Ms. Kahle did not have a conflict of interest,
8 Discovery Vista maintains that the record shows that Ms. Kahle admitted she received a public
9 comment letter that day signed by both the PCEC and the Greater Yellowstone Coalition
10 (“GYC”). She had received the same letter, signed only by GYC, in her email some days prior.
11 Discovery Vista argues that Ms. Kahle failed to disclose this ex-parte contact when deciding
12 not to participate in the voting process.
13

14 Discovery Vista further contends that Mr. Lyons’ statements regarding the variance
15 demonstrate that he had an irrevocably closed mind, to wit: “every point I personally have
16 made is then satisfied”. Based upon emails and statements from Mr. Lyons, this matter was
17 personal to him—it was not about a fair process for Discovery Vista. Discovery Vista argues
18 that whether the acts of Ms. Kahle and Mr. Lyons were willful, or simply reflected ignorance
19 of the law, their actions resulted in the Subdivision process being a mockery of the review
20 process required under the MSPA and the Code of Ethics for Public Officials.
21

22 **d. City’s Reply to Motion for Summary Judgment and Response to Discovery**
23 **Vista’s Cross Motion for Summary Judgment**

24 The City asserts that Discovery Vista failed to show how Vice-Chair Kahle’s actions
25 could be construed as violating ethical rules and its right to a fair hearing. Even if Discovery
26 Vista’s speculation regarding this issue was accurate, Ms. Kahle recused herself from voting
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1 (not from concession of a potential conflict of interest or from request to do so by counsel). At
2 no point did Ms. Kahle hide her PCEC employment status from the public, as she is featured
3 on its website, contends the City.

4 Regarding Mr. Lyons, the City argues that there is insufficient evidence that he had an
5 irrevocably closed mind. Mr. Lyons reviewed and considered evidence and made his decisions
6 based on the evidence, which is what the other commissioners did.

8 **e. Discovery Vista’s Reply to Cross-Motion for Summary Judgment**

9 Discovery Vista argues that the City’s attempt to justify Ms. Kahle’s failure to timely
10 disclose her conflict of interest fails. Specifically, Ms. Kahle’s late disclosure of a conflict-of-
11 interest was not only unlawful, but clearly prejudicial. According to Discovery Vista, the City
12 staff had presented the variance request and the Subdivision Preliminary Plat, Discovery
13 Vista’s team had made their presentation, the public had made public comment, the City
14 Commission members had asked their clarifying questions (including Ms. Kahle), and the City
15 Commission was about to take a vote on the requested variance when Ms. Kahle recused
16 herself. Discovery Vista claims that it had no opportunity to request a continuance at that
17 point.
18

19 Further, Discovery Vista argues that the City’s attempt to rehabilitate the action of Mr.
20 Lyons by stating he reviewed and considered evidence and made his decision based on said
21 evidence belies the fact that Mr. Lyons blatantly ignored the record before him. Rather, Mr.
22 Lyons 1) based his vote on a Concept Plan that did not depict alleys for all of the lots and
23 would still have required a variance; 2) misstated that the 2007 Regulations incorporated the
24 2021 Growth Policy goals after he had been told that was inaccurate; and 3) failed to
25 understand and appreciate the randomness of requiring alleys in a section of the City that does
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1 not have alleys. Additionally, Discovery Vista notes that Mr. Lyons clearly expressed what his
2 individual beliefs were about the variance issue, which is proof of his irrevocably closed mind.

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6 **IV. COUNT IV: No Written Decision**

7 **a. Discovery Vista’s Amended Complaint**

8 Discovery Vista claims that the City did not provide a written statement as required by
9 law and therefore it is subject to damages.

10 **b. City’s Brief in Support of its Motion for Summary Judgment**

11 The City argues that the lack of a written 620 Letter is not an actionable claim, but
12 rather—along with § 76-3-625(2), MCA—a jurisdictional prerequisite for judicial review. The
13 City will not challenge the timeliness of the appeal to district court; however, it notes that the
14 reasons for the City’s decision are clear from the record and a 620 Letter would only reiterate
15 those same points.
16

17 The City also argues that the statute only applies to a decision on the Subdivision
18 Application and not on a variance request. The City elaborates that because the Subdivision
19 Application could not proceed without the requested variance, and the variance was denied, the
20 Subdivision Application was moot and a 620 Letter was likewise unnecessary.
21

22 **c. Discovery Vista’s Opposition to City’s Summary Judgment and Cross-
23 Motion for Summary Judgment**

24 Discovery Vista counters that the MSPA, as well as the Regulations, are replete with
25 requirements that the City’s failure to issue a denial letter pursuant to § 76-3-620, MCA is
26 unlawful. §§ 76-3-504(1)(r), 76-3-604(6), 76-3-608(2), 76-3-602(1), MCA and Regulation III-
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1 B-6.e.ii. According to Discovery Vista, the MSPA requires a written statement within thirty
 2 (30) days to the applicant and the public that 1) includes the appeal process for denial, 2)
 3 identifies the regulation and statutes that were used to reach the decision and explains how they
 4 apply to the basis of the decision, and 3) provides the facts and conclusions that the City relied
 5 upon in making the decision and references documents, testimony or other materials that form
 6 the basis of the decision. § 76-3-620, MCA.

8 Discovery Vista notes that the City did not orally or in writing state any of the above
 9 information, and contrary to the City’s argument, the failure to issue the 620 Letter is
 10 actionable. Because the City denied not only the variance, but the entire Subdivision, the City
 11 was required to issue a compliant 620 Letter in writing within thirty (30) days of its decision.
 12 To do otherwise, argues Discovery Vista, is unlawful and actionable.

14 **d. City’s Reply to Motion for Summary Judgment and Response to Discovery**
 15 **Vista’s Cross-Motion for Summary Judgment**

16 The City notes that while it is true that the City did not issue a 620 Letter, there were
 17 good reasons for not issuing the letter (the death of Mr. Kardoes and flooding). Further,
 18 Discovery Vista never requested that the City issue a 620 Letter and instead filed suit. The
 19 City asserts that there would have been nothing in a 620 Letter that was not already made part
 20 of the record. Additionally, at the same time Discovery Vista complained about not getting
 21 (but also not requesting) a 620 Letter, the City did not challenge Discovery Vista’s appeal to
 22 this Court as untimely pursuant to § 76-3-625, MCA.

24 **e. Discovery Vista’s Reply to Cross-Motion for Summary Judgment**

25 Discovery Vista objects to the City’s implied allegation that its appeal was not timely.
 26 The City’s decision was not final until it issued the required 620 Letter pursuant to § 76-3-620,
 27
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1 MCA. Accordingly, its appeal time is still open, as the City admits it has not issued the 620
 2 Letter. Discovery Vista also mentions that it pointed out, in its original Cross-Motion, four
 3 statutes within the MSPA that require the City to issue the 620 Letter, as well as the City’s own
 4 Regulations. Until a 620 Letter issues, argues Discovery Vista, the appeal period under § 76-3-
 5 625(1), MCA is open.

7 Discovery Vista maintains it has no statutory obligation to request that the City issue a
 8 620 Letter. The City’s position that the 620 Letter is extraneous is the same as saying the
 9 entire subdivision review process set forth in the MSPA is extraneous or irrelevant. Therefore,
 10 Discovery Vista argues, the failure of the City to provide the 620 Letter is an intentional
 11 unlawful act.

12
 13 **COURT’S ANALYSIS**

14 **I. COUNT I: Violation of § 76-3-625(1)**

15 § 76-3-625(1), MCA states:

16 A person who has filed with the governing body an application for a
 17 subdivision under this chapter may bring an action in district court to
 18 sue the governing body to recover actual damages caused by a final
 19 action, decision, or order of the governing body or a regulation adopted
 20 pursuant to this chapter within 180 days of the final action, decision,
 21 order, or adoption of a regulation. The governing body's decision, based
 on the record as a whole, must be sustained unless the decision being
 challenged is arbitrary, capricious, or unlawful.

22 The question of law before the Court is whether the denial of the Subdivision Application
 23 is arbitrary, capricious, or unlawful. Discovery Vista specifically contends that the City had an
 24 affirmative duty to continue the review after the denial of the alley variance pursuant to Mont.
 25 Code Ann. §§ 76-3-501; 604(4); 608(1), (3); 620; and Subdivision Regulations III-B-6.b. and c.
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1 However, the City notes that Mr. Budeski stated at the meeting, “[i]f the variance is not
2 granted this evening, we will need to redesign the subdivision and resubmit it to the city for
3 review, which will not allow the infrastructure to be constructed this year.” Mr. Lyons also
4 commented at the meeting, “[s]o when we make a decision on this yes or no, that doesn’t say that
5 this development can never happen. In fact, the developers can come back to us, satisfy the
6 subdivision regulations, and every point that I personally have made is then satisfied.”

8 In response, Discovery Vista notes that the MSPA meticulously sets forth the appropriate
9 processes for subdivision review and what must be contained in Subdivision Regulations.
10 Because there was no review of the primary review criteria set forth in § 76-3-608(3), MCA, if
11 Discovery Vista submitted another subdivision application, it could be denied based on the
12 primary review criteria that should have been discussed at the May 2022 Commission Meeting. §
13 76-3-608 (2), MCA plainly states “The governing body shall issue written findings of fact that
14 weigh the criteria in subsection (3), as applicable.”

16 Ultimately, this Court holds that the City violated § 76-3-625(1), MCA. After the
17 reviewing agency has notified the subdivider that an application contains sufficient information,
18 the governing body shall approve, conditionally approve, or deny the proposed subdivision
19 within the applicable time frame. § 76-3-604(4), MCA. The basis for the governing body’s
20 decision to approve, conditionally approve, or deny a proposed subdivision is whether the
21 subdivision application, preliminary plat, applicable environmental assessment, public hearing,
22 planning board recommendations, or additional information demonstrates that development of
23 the proposed subdivision meets the necessary requirements.

26 A subdivision proposal must undergo review for primary criteria and the governing body
27 shall issue written findings of fact that weigh such criteria. § 76-3-608 (2)-(3). Findings of fact by
28

1 the governing body concerning whether the development of the proposed subdivision meets the
2 requirements of this chapter must be based on the record as a whole. The governing body's
3 findings of fact must be sustained *unless* they are arbitrary, capricious, or unlawful. § 76-3-608
4 (10).

5
6 Here, because the governing body did not issue any findings of fact, the Court concludes
7 that the City acted in a manner that was arbitrary, capricious, and unlawful.

8 **II. COUNT II: Participation with Conflict of Interest**

9 Discovery Vista believes that Ms. Kahle and Mr. Lyons were biased and failed to disclose
10 their relationship with the PCEC prior to the meeting, in violation of § 2-2-105, MCA, which
11 provides:

12
13 (4) When a public employee who is a member of a quasi-judicial board
14 or commission or of a board, commission, or committee with rulemaking
15 authority is required to take official action on a matter as to which the
16 public employee has a conflict created by a personal or private interest
17 that would directly give rise to an appearance of impropriety as to the
public employee's influence, benefit, or detriment in regard to the matter,
the public employee shall disclose the interest creating the conflict prior
to participating in the official action.

18 **A. Re: Ms. Kahle**

19 Ms. Kahle objectively violated § 2-2-105, MCA. The City staff had presented the
20 variance request and the Subdivision Preliminary Plat, Discovery Vista’s team had made their
21 presentation, the public had made public comment, the City Commission members had asked
22 their clarifying questions (including Ms. Kahle), and the City Commission was about to take a
23 vote on the requested variance when Ms. Kahle recused herself—a point at which Discovery
24 Vista claims it had no opportunity to request a continuance.
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1 This clearly shows that Ms. Kahle “participated” in the official action even if she did not
 2 technically vote. While the City does not concede that Ms. Kahle had an actual conflict of
 3 interest, this is not the standard. Ms. Kahle had a duty to disclose the conflict simply if it would
 4 “give rise to an appearance of impropriety,” such as here. Simply being profiled on the PCEC’s
 5 website does not constitute adequate disclosure. Ms. Kahle’s burden of disclosing the interest
 6 was required prior to participating in the meeting under §2-2-105(4), MCA. As such, Discovery
 7 Vista’s due process rights were violated.
 8

9 **B. Re: Mr. Lyons**

10 Mr. Lyons is “believed” by Discovery Vista to be closely affiliated with PCEC.
 11 Discovery Vista cites to an email Mr. Lyons sent to the board member of Friends of Park County.
 12 The Friends of Park County opposed the Subdivision and provided testimony at the April 2022
 13 Public Hearing and May 2022 Commission Meeting. The board member had asked why Ms.
 14 Kahle recused herself, and Mr. Lyons answered—albeit along with some personal opinions.
 15

16 The Court concludes that that the circumstances surrounding Mr. Lyons’ involvement
 17 with the PCEC and Friends of Park County, standing alone, are too speculative for the Court to
 18 conclude that he had definitive ties that give rise to an appearance of impropriety. This does not
 19 preclude the Court’s ultimate decision as to Count II, given the Court’s holding regarding Ms.
 20 Kahle’s violation.
 21

22 **III. COUNT III: Wrongful Denial of Alley Variance**

23 **A. The City’s denial of the variance was unlawful as it violates § 76-3-501(3), MCA.**

24 § 76-3-501(3), MCA states:
 25

26 (3) If a local government has historically interpreted and enforced or
 27 chosen not to enforce a condition of subdivision approval to the
 28 benefit of a parcel owner, the local government may not undertake a

1 different interpretation or enforcement action against a similarly
2 situated parcel owner in the same subdivision.

3 The bill’s sponsor, Sen. Greg Hertz stated, “if a local government has historically
4 interpreted and enforced a certain condition of a subdivision approval, the local government
5 cannot undertake a different interpretation” or “make changes when they want to over the years.”
6 Discovery Vista claims the City wrongfully changed its interpretation of its alley condition
7 between Phase 1B (2017) and Phase 2 (2021).

8 The City argues that the statute had an effective date of April 30, 2021, and nothing
9 indicates its subsection (3) had retroactive application. The City also argues that to hold
10 otherwise could lead to absurd and conflicting results, as well as Due Process concerns.
11 Discovery Vista contends, in contrast, that the statute is not retroactive. The City heard and
12 considered the variance request and subdivision preliminary plat for Phase 2 on May 17, 2022—a
13 year after the rule became effective.
14

15 The Court agrees with Discovery Vista. Here, the 2007 Regulations—for better or for
16 worse—were the same for both Phases and both Phases are in the same subdivision. Absent new
17 factors that alter the circumstances, it appears that the City engaged in making “changes when
18 they wanted to over the years.” Mr. Lyons stated at the April 2022 Public Hearing, “Just to be
19 frank, the fact that the previous phase of the development didn’t require it doesn’t seem to me
20 like a particularly valid justification for not requiring it now that we do have a new subdivision
21 regulation that requires alleyways.” However, the City in fact did not have new Regulations that
22 required alleyways, as discussed below.
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25 **B. The City’s denial of the variance was unlawful because it relied on the 2021 Growth**
26 **Policy, which was inapplicable.**
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1 The only thing that has changed in the Regulations between the approval of Phase 1B and
2 Phase 2 application is the City’s Growth Policy adopted in 2021. However, the City did not
3 update its Regulations to be in conformance with the 2021 Growth Policy. § 76-1-606, MCA
4 requires that “[w]hen a growth policy has been approved, the subdivision regulations adopted
5 pursuant to chapter 3 of this title must be made in accordance with the growth policy.” This
6 statute does not state that Regulations must be applied in conformance with the 2021 Growth
7 Policy, regardless of official incorporation.

9 The Court cannot enforce the 2021 Growth Policy as to Discovery Vista where the City
10 failed to officially update its Regulations in accordance with the 2021 Growth Policy. The Court
11 does find the 2021 Legislative preamble to § 76-3-504, MCA, cited by Discovery Vista,
12 instructive. Growth policies should be implemented through proper adoption of land use controls
13 to prioritize due process and other constitutional protections.

15 The City argues that no evidence has been provided establishing a causal link between the
16 adoption of the 2021 Growth Policy and the 2007 Regulations sufficient to allow a reasonable
17 conclusion that the outcome could have been different if the City did what Discovery Vista now
18 suggests should have occurred. The Court concludes that, absent incorporation of the 2021
19 Growth Policy, the only reasonable conclusion is that the City was bound to its previous
20 interpretation under § 76-3-501(3), MCA. If Discovery Vista had timely updated its Regulations
21 in accordance with the 2021 Growth Policy, the conditions and historical context would have
22 been different.

24 There is sufficient evidence present to prove the argument that the City—or at least Mr.
25 Lyons—relied on the 2021 Growth Policy in making its determination. It appears that Mr. Lyons
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1 continued to take the 2021 Growth Policy into consideration even after being informed it does
2 not apply:

3 MR. LYONS: So what you're saying is that the subdivision
4 regulations have not been fully updated to respond to the growth
5 policy?

6 MR. WOODHULL: Correct.

7 April 2022 Public Hearing.

8 MR. LYONS: I feel like we've put regulations in the growth
9 policy, and those regulations made it to the subdivision regulations
10 for a reason. And I feel like we need to follow those. That's where
11 I'm at.

12 May 2022 Commission Meeting.

13 Mr. Lyons vocally continued to apply and follow the 2021 Growth Policy in his
14 determination, even after being directed otherwise. The City violated § 76-1-606, MCA and
15 application and reliance upon the 2021 Growth Policy was unlawful absent official incorporation
16 into the Regulations.

17 **C. The City's denial of the variance was arbitrary or capricious.**

18 A governing body's action is arbitrary or capricious if it came about seemingly at random
19 or by chance, or as an impulsive and unreasonable act of will. *Kiely*, ¶ 69. Alternatively, a
20 governing body's action is unlawful if it fails to comply with the requirements of applicable
21 statutes. *See Citizens for Responsible Dev*, ¶ 26. The Court has already determined that the City's
22 denial of the alley variance was unlawful, as the City both relied on the inapplicable 2021
23 Growth Policy and failed to comply with the applicable § 76-3-501(3), MCA. However, there
24 also is sufficient evidence present to determine that the City's action was also arbitrary and
25 capricious.
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1 The requirements for the Regulations and the MSPA process clearly intend the
2 application criteria to be as consistent and predictable as possible. However, the City’s
3 imposition of alleys in Phase 2 was random in relation to the surrounding development, as the
4 Northern Lights Subdivision and the Star Addition—which neighbor Discovery Vista—have no
5 alleys. Mr. Lyons’ comments made during the May 2022 Commission Meeting also indicate that
6 the City took random factors into consideration instead of remaining consistent and predictable
7 with the lawful expectations of Discovery Vista. The fact that Mr. Lyons personally prefers the
8 aesthetic of an urban design is irrelevant given there is no reference to aesthetics in the MSPA.
9

10 The City attempts to argue that Discovery Vista failed to prove that strict compliance with
11 the regulations will impose an undue hardship on the owner, pursuant to Subdivision Regulation
12 § X-B-1(b)—which cannot include aesthetic, financial, nor self-imposed considerations. The
13 Court finds that the hardship that results for Discovery Vista when the City violates § 76-3-
14 501(3), MCA is not self-imposed or barred just because it may have financial implications as a
15 result. It was not unreasonable for Discovery Vista to rely on the fact that the City approved a
16 master plan for the entire Discovery Vista subdivision that did not include alleys and to rely on
17 the City’s duty under
18 § 76-3-501(3) to consistently interpret and apply Regulations.
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20 The Court agrees with the City in that Mr. Lyons is not a party and was not personally
21 responsible for the decision from the City as a whole. However, Mr. Lyons’ zealous comments
22 are indicative of the factors taken into consideration by the City in making its decision to deny
23 the variance. Such decision was plainly arbitrary and capricious.
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26 **IV. COUNT IV: No Written Decision**
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IV.

The City Commission shall, within twenty (20) days from the date of this Order, issue a letter to Discovery Vista, in compliance with § 76-3-620, MCA, granting Discovery Vista preliminary plat approval of Phase 2 of Discovery Vista.

ELECTRONICALLY SIGNED AND DATED BELOW

cc: Susan B. Swimley
Tara DePuy
Brian L. Taylor
Ryan P. Browne
Ryan C. Addis



January 7, 2025

Discovery Vista, LLC
Ray Stinnett and Brad Osen
1924 West Stevens Street, Suite 203
Bozeman, MT 59718

CITY OF LIVINGSTON

220 E. Park Street
Livingston, MT 59047
406.823.6000
LivingstonMontana.org

RE: Preliminary Plat: Discovery Vista Subdivision - Phase 2
("Subdivision")

Dear Sirs:

On November 15, 2024, the Sixth Judicial District Court denied the City of Livingston’s Motion for Summary Judgment, granted Discovery Vista’s Cross-Motion for Summary Judgment, and ordered that the City of Livingston approve the variance from alley requirements for the Subdivision and approve the Subdivision preliminary plat. As a result of the agreement reached during mediation on December 18, 2024, the parties have agreed to the following Findings and Conditions in compliance with the Montana Subdivision and Platting Act which adopt findings and impose conditions on the Subdivision.

This preliminary plat approval is based on the preliminary plat application for Discovery Vista Subdivision Phase 2 pursuant to the Montana Subdivision and Platting Act, the City of Livingston Subdivision Regulations (COLSR) (2007), materials submitted by Discovery Vista, agency comment, the staff reports, the City Planning Board recommendation, oral public comment and all other written comment and documents.

Discovery Vista Subdivision Phase 2 is a phased subdivision which shall be phased in accordance with the following:

- Phase A – North end – 24 Lots; Date of Completion: 11/30/2029
- Phase B – Middle East – 15 Lots; Date of Completion: 11/30/2028
- Phase C – Middle West – 19 Lots; Date of Completion: 11/30/2027
- Phase D – South end – 27 Lots; Date of Completion: 11/30/2026



All phases of Discovery Vista Subdivision Phase 2 must be submitted for review and approved, conditionally approved, or denied within 20 years of the date of this letter. Section 76-3-617(3)(a), MCA.

VARIANCE FOR ALLEYS

Discovery Vista applied for a Variance from COLSR VI-A-8.b.ii:

Alleys, designed in accordance with Table 1, shall be provided in all residential subdivisions. Alleys will also be the preferred method for providing utility and garbage pick-up access in non-residential subdivisions.

This section allows the granting of variances by the governing body when, "due to the characteristics of land proposed for subdivision, strict compliance with these standards would result in undue hardship and would not be essential to public welfare." The Discovery Vista Subdivision received preliminary approval in 2006 and included Phase 2 Subdivision currently under consideration. That preliminary plat approval for Discovery Vista Subdivision Phase 1 was split into two parts with final plat of Phase 1A being granted in 2009. Phase 1B received preliminary plat approval in 2017 and final plat approval in 2019. Neither Phase 1A nor Phase 1B included alleys. Phase 1B review was subject to the same subdivision regulations as Phase 2. The City required Discovery Vista to bring Phase 2 through the subdivision approval process. Discovery Vista during the Phase 2 Subdivision application process redesigned the property to match current standards as closely as possible, including changing the streets to current standard width and the overall layout to a more standard block design pursuant to the City's request during the review process.

The City approves the variance from alleys for Discovery Vista Phase 2 Subdivision consistent with the District Court's direction.

The criteria for review of a variance are and the findings regarding the criteria are in italics following each criteria:

- a. The granting of the variance will not be detrimental to the public health, safety or general welfare or injurious to other adjoining properties.

There is no evidence a lack of alleys would be detrimental to public health or safety. Neither the Public Works Department nor the Fire Department determined not having alleys will be a public health hazard. Garbage will be picked up from the streets of the subdivision whether there are alleys or not. Sewer and water connections will be located



in the streets of the subdivision whether there are alleys are not. Phase 1A and 1B of the subdivision do not have alleys and the surrounding area, including the Northern Lights Subdivision and the Star Addition area do not have alleys.

b. Due to the physical surroundings, shape or topographical conditions of the property involved, strict compliance with the regulations will impose an undue hardship on the owner. Undue hardship does not include personal or financial hardship, or any hardship that is self-imposed.

The Subdivision has the unique characteristic of being the final phase in a subdivision that was approved under previous subdivision rules that did not require alleys. Phase 2 was originally intended to be developed in the same manner as the surrounding homes in Phase 1A and Phase 1B of Discovery Vista Subdivision. This constraint along with the fact that the property borders the City limits prevents acquiring additional property for alleys and alleys on the edge of the City limits will not provide any connectivity to existing phases of the Discovery Vista Subdivision or lands outside the City limits. Alley rights-of-way where they abut current residences in the other phases of the Discovery Vista Subdivision would need to be subtracted completely from one property owner in Phase 2 instead of being split between two property owners as standard in other developments. For the entire length of each property in Phase 2 the 20-foot right-of-way would be subtracted from the property owner in Phase 2. This forfeiture of additional property presents an undue, or unnecessary, hardship to both the developer and eventual homeowner. As Phase 2 is physically constrained between the existing phases of Discovery Vista Subdivision and the City limits, strict compliance with the regulations imposes an undue hardship based on topographical conditions and the previous approval of Discovery Vista Subdivision Phases 1A and 1B with no alleys. This hardship is not a self-imposed hardship or a financial hardship, but rather a hardship based on topography and previous approvals by the City.

c. The variance will not cause a substantial increase in public costs.

No increase in public cost will be incurred by the absence of alleys. The increased density allowed by the absence of alleys will allow more residences to hook to City infrastructure and provide more revenue to the City.

d. The variance will not place the subdivision in nonconformance with any adopted zoning regulations.

Alleys are not required by City zoning regulations.

The City approves the preliminary plat for Discovery Vista Phase 2 consistent with the District Court's direction.



FINDINGS

Effect on Agriculture: Agriculture is defined as the production of food, feed, and fiber commodities, livestock and poultry, bees, fruits and vegetables, and sod, ornamental, nursery, and horticultural crops that are raised, grown, or produced for commercial purposes. *COLSR III-B-6.b.iv.A. and MSPA Section 76-3-608(3)(a).*

- 1) Would the subdivision remove agricultural or timberlands with significant existing or potential production capacity?
- 2) Would the subdivision remove from production agricultural lands that are critical to the areas of agricultural operations?
- 3) Would the subdivision create significant conflict with nearby agricultural operations (e.g. creating problems for moving livestock, operating farm machinery, maintaining water supplies, controlling weeds, applying pesticides or would the subdivision generate nuisance complaints due to nearby agricultural operations)?
- 4) How would the subdivision affect the value of nearby agricultural lands?

FINDING: The Subdivision currently has no agricultural commercial purpose. The Subdivision does not currently have any agricultural or timberlands with significant production capacity. The Subdivision will not be removing any production of agricultural lands that are critical to the area's agricultural operations and will not create a significant conflict with nearby agricultural operations. There are no intensive agricultural activities in the immediate area. (Subdivision Application Environmental Assessment, page 3.)

Effect on Agricultural Water User Facilities Agricultural water user facilities are defined as any part of an irrigation system used to produce an agricultural product on property used for agricultural purposes. *COLSR III-B-6.b.iv.B and Section 76-3-608(3)(a).*

- 1) Would the subdivision create a significant conflict with agricultural water user facilities (e.g. creating problems for operating and maintaining irrigation systems or creating nuisance complaints due to safety concerns, noise, etc.)?


FINDING: There is seasonal irrigation north of the Subdivision. (Subdivision Environmental Assessment, page 5 and Department of Natural Resources and Conservation E-mail, February 8, 2023). The existing ditch facilities affected by this project are adequately protected with maintenance provisions (Declaration of Covenants, Conditions & Restrictions for Discovery Vista LLC, Recorded 12/4/2007, Document 346406, Roll 263, pages 11-12). See Condition 14.

Effect on Local Services Local services are defined as all services provided by any local government unit having jurisdiction over the subdivision as well as those commonly provided by private entities to similar properties in the vicinity. *COLSR III-B-6.b.iv.C and Section 76-3-608(3)(a)*.

- 1) What additional or expanded public services and facilities would be demanded to serve this subdivision?
 - a) What additional costs would result for services such as streets, law enforcement, parks and recreation, fire protection, water, sewer and solid waste, schools and busing (including additional personnel, equipment, construction and maintenance costs)?
 - b) Who would bear these costs?
 - c) Can the service providers meet the additional costs given legal and other constraints?
- 2) Would the subdivision allow existing services, through expanded use, to operate more efficiently or make the installation or improvement of services feasible?
- 3) What are the present tax revenues received from the unsubdivided land by the County, City and Schools?
- 4) What would be the approximate revenues received by each above taxing authority when the subdivision is improved and built upon?
- 5) Would new taxes generated from the subdivision cover additional public costs?
- 6) Would any special improvement districts be created which would obligate the City fiscally or administratively?

FINDINGS:

- A. *While there will be additional or expanded public services (water, sewer, garbage collection, police, fire, EMS) to service the Subdivision, impact fees will be charged at the time building permits are issued and the City's impact fees are design to offset the increase in costs. (Staff Report). See Conditions 2 and 9.*
- B. *Discovery Vista Subdivision was designed with parkland set-asides for all phases of the Subdivision, including a 20.35 acres park dedicated to the City south of Fleshman Creek Road and west of Mountain View Cemetery. A subdivision park exists south of the Pryor Lane cul-de-sac in Phase 1A. An eight-foot wide gravel trail will be installed and connected to the existing subdivision park. (Subdivision Preliminary Plat Narrative, page 1). See Condition 14.*
- C. *The extension of a water main to the west boundary of the Subdivision moves the City closer to a looped system that will eventually tie into the water system for the property at the West I-90 Interchange. (Subdivision Preliminary Plat Narrative, page 2). See Conditions 3 and 6.*

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- D. *Present tax revenues received for the unsubdivided lands by the City, County and school districts is \$6,617.50 and approximate revenues are estimated at \$200,000 divided among the three entities. (Staff Report).*
 - E. *While new real property taxes generated from the subdivision may not cover additional public costs, impacts fees will pay for the additional public costs. (City of Livingston Impact Fee Schedule, 2021). See Conditions 2,7and 9.*
 - F. *Public comment identified traffic as a concern as the Subdivision is located on the North side of the railroad tracks. There is no emergency services issues regarding accessing and return from the North side of the railroad tracks due to City procedures to ensure access for fire and ambulance in cooperation with the railroad. All intersections on the North side of the railroad tracks are working at acceptable levels of services by accepted traffic standards. If services levels begin to fail, there are options to maintain acceptable service without the addition of another railroad crossing. The Subdivision Traffic Impact Study includes a 10-year traffic projection that utilizes a 2% rate of growth. This may cause the intersection at 5th and Front Street to drop below an acceptable level of service for the westbound traffic but there are mitigations that can be addressed by the City when and if this shortfall occurs. (Addendum to Staff Report and Subdivision Impact Traffic Study, March 2022). See Condition 1.*

Effect on the Natural Environment The natural environment is defined as the physical conditions that exist within a given area. COLSR III-B-6.b.iv.D and Section 76-3-608(3)(a).

- 1) How would the subdivision affect surface and groundwater, soils, slopes, vegetation, historical or archaeological features, and visual features within the subdivision or on adjacent lands?
 - a) Would any stream banks be altered, streams rechanneled or any surface water contaminated from run-off carrying sedimentation or other pollutants?
 - b) Would groundwater supplies likely be contaminated or depleted as a result of the subdivision?
 - c) Would construction of streets or building sites result in excessive cuts and fills on steep slopes or cause erosion on unstable soils?
 - d) Would significant vegetation be removed causing soil erosion or bank instability?
 - e) Would significant historical or archaeological features be damaged or destroyed by the subdivision?
 - f) Would the subdivision be subject to natural hazards such as flooding, rock, snow or land slides, high winds, severe wildfires or difficulties such as shallow bedrock, high water table, unstable or expansive soils, or excessive slopes?

FINDINGS:


- A. *There will be no impacts to surface and groundwater or soils. Groundwater under the Subdivision is fairly deep. (Subdivision Environmental Assessment, page 5). The Subdivision is designed to contain stormwater drainage in conjunction with other phases of Discovery Vista Subdivision as a stormwater basin was constructed in Phase 1 is intended to provide for all three phases and will meet all applicable Montana Department of Environmental Quality standards. (Subdivision Stormwater Design Report, March 2022). See Condition 5.*
- B. *Any impacts to vegetation will be mitigated by proper construction techniques and a noxious weed plan shall be put in place. (Subdivision Environmental Assessment, page 5). See Condition 10.*
- C. *There are no know historic or archeological resources on the Subdivision. (State Historic Preservation Office Letter, January 11, 2022).*
- D. *There are no known hazards identified for the Subdivision.(Subdivision Environmental Assessment, page 5). Public comment identified wildfire as a potential hazard. There are numerous emergency routes from the Subidivison on Fleshman Creek Road, Meredith Ranch Road (including the City owned extension of Meredith Ranch Road), Prairie Drive, 5th Street, B Street, Bennett Street, and Old Clyde Park Road. (Addendum to Staff Report).*

Effect on Wildlife and Wildlife Habitat Wildlife and wildlife habitat are defined as living things that are neither human nor domesticated and the physical surroundings required for their existence. COLSR III-B-6.b.iv.E and Section 76-3-608(3)(a).

- 1) How would the subdivision affect critical wildlife areas such as big game wintering range, migration routes, nesting areas, wetlands or other important habitat?
- 2) How would pets or human activity affect wildlife?

FINDINGS:

- A. *The area for the Subdivision is used regularly by big game including pronghorn, mule deer, and whitetail deer. A variety of nongame special uses the area. Black bears and mountain lions use the area occasionally. (Montana Fish, Wildlife and Parks Letter, February 3, 2023).*
- B. *No critical wildlife habitat was identified on the property. (Subdivision Environmental Assessment, page 6).*
- C. *Human, pet and wildlife interaction will be minimal at this location if pets are controlled and not allowed to roam. (Montana Fish, Wildlife and Parks Letter, February 3, 2023). See Condition 14.*

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- D. *Due to wildlife using the area, bear-resistant garbage facilities should be required and the Subdivision Covenants should address other bear attractants such as pet food, gardens, fruit trees, birdseed (discouraged from April 1st through November), barbecue grills and compost piles (unless limited to grass, leaves and garden clippings). Landowners should consider landscaping with native vegetation to minimize wildlife grazing damage. (Montana Fish, Wildlife and Parks Letter, February 3, 2023). Public comment was received from the Greater Yellowstone Coalition and the Park County Environmental Council requesting the imposition of a condition for bear-resistant garbage cans for the Subdivision. See Conditions 12 and 13.*

Effect on Public Health and Safety Public health and safety is defined as a condition of well-being wherein risk of injury to the community at large is minimized. COLSR III-B-6.b.iv.F. and Section 76-3-608(3)(a).

- 1) Would the subdivision be subject to hazardous conditions due to high voltage lines, airports, highways, railroads, high-pressure gas lines, or adjacent industrial uses?
- 2) What existing uses may be subject to complaints from residents of the subdivision?
- 3) What public health or safety hazards, such as dangerous traffic or fire conditions, would be created by the subdivision?

FINDINGS:

- A. *No hazardous conditions are located on the Subdivision. (Subdivision Environmental Assessment, page 6). Night sky friendly lighting will be required. See Condition 11.*
- B. *There are no existing uses of the property that would be subject to complaints from future residents of the subdivision. There could be complaints during construction due to increased traffic. (Subdivision Environmental Assessment, page 6).*
- C. *No public health or safety hazards have been identified on the property. Public comment identified wildfire as a potential hazard. There are numerous emergency routes from the Subdivision on Fleshman Creek Road, Meredith Ranch Road (including the City owned extension of Meredith Ranch Road), Prairie Drive, 5th Street, B Street, Bennett Street, and Old Clyde Park Road. (Addendum to Staff Report).*
- D. *Public comment identified traffic as a concern as the Subdivision is located on the North side of the railroad tracks. There is no emergency services issues regarding accessing and return from the North side of the railroad tracks due to City procedures to ensure access for fire and ambulance in cooperation with the railroad. All intersections on the North side of the railroad tracks are working at acceptable levels of services by accepted traffic standards. If services levels begin*



to fail, there are options to maintain acceptable service without the addition of another railroad crossing. The Subdivision Traffic Impact Study, March 2022, includes a 10-year traffic projection that utilizes a 2% rate of growth. This may cause the intersection at 5th and Front Street to drop below an acceptable level of service for the westbound traffic but there are mitigations that can be addressed by the City when and if this shortfall occurs. (Addendum to Staff Report and Subdivision Impact Traffic Study, March 2022). See Conditions 1 and 8.

CONDITIONS

1. A waiver of special improvement district protest must be signed by the Subdivider that guarantees the participation of all lots in the subdivision in a future improvement district for public improvements for the west-end underpass and front street extension project. The waiver of protest is valid for a timer period of no longer than 20 years after final subdivision plat approval is filed with the Park County Clerk and Recorder. Section 76-3-608(7), MCA. Public Health and Safety, Finding D.
2. All infrastructure will comply with the City of Livingston Public Works Design Standards and Specification Policy, August 2022, including easements for location and installation of planned utilities. COLSR Section V and Design Standards and Specification Policy, August 2022.
3. All sewer, water and storm water infrastructure will be installed with each phase of this development. Water mains shall be appropriately looped. Stormwater was already constructed in Phase 1. COLSR Section VI.A.9, 10, 11, 13. Section 76-3-617, MCA.
4. Lot 14B of Block 6 will become an extension of Vista Drive. COLSR Section VI.A.8.
5. Storm water design will meet all applicable DEQ standards. COLSR VI.A.8.b.iii.
6. A Montana licensed engineer, or his supervised representative, will be required to be on site during utility construction. COLSR VI.A.5 and VI.A.9.e.
7. Any utility reimbursement plan must be submitted to, and approved by, the City prior to the beginning of construction. COLSR VI.A.13.
8. The subdivider will be responsible for all required street signing to include traffic control signs as well as street name signs. All signs will be built and



installed according to City specifications. Painting of curbs at fire hydrants will also be required. COLSR VI.8.b.viii.

9. Any improvement agreement(s) for deferred infrastructure construction need to be reviewed and approved by the City prior to the beginning of construction. COLSR III-C-5.
10. The subdivider will, in consultation with the County Extension Office, prepare a noxious weed plan to mitigate the spread of weeds to adjacent properties. Proof of compliance with this plan will be required in order to gain final plat approval. COLSR VI.A.2.
11. All outdoor lighting in this development will be required to be night-sky friendly. COLSR VI.A.8.b.vi.
12. The Subdivision Covenants shall require bear resistant garbage cans when available from the City of Livingston and shall address other bear attractants such as pet food, gardens, fruit trees, birdseed (discouraged from April 1st through November), barbecue grills and compost piles (unless limited to grass, leaves and garden clippings). COLSR VI.A.12.
13. The Subdivision Covenants shall advise all landowners to consider landscaping with native vegetation to minimize wildlife grazing damage. COLSR VI.8.b.v.
14. The Subdivision will comply with and install all design features as set forth in its preliminary plat application and shall not delete applicable provisions of its filed Covenants, Conditions and Restrictions related to the impacts of the Subdivision identified in the Findings set forth above. COLSR VI.
15. The subdivider may change the schedule for review of each phase of the development upon approval of the governing body after a public hearing if the change does not negate conditions of approval or otherwise adversely affect public health, safety, and welfare. (Section 76-3-617(1), MCA.)
16. For any phase of the approved subdivision submitted for final plat approval more than 5 years after the date of preliminary approval of the subdivision, the subdivider shall provide written notice to the governing body not more than 1 year or less than 90 calendar days in advance of submitting the final plat application. The governing body shall hold a public hearing pursuant to 76-3-605(3) within 30 working days after receipt of the written notice from the subdivider to determine whether changed circumstances justify amending any conditions of approval or imposing additional conditions of approval. The



governing body may amend or impose additional conditions of approval only if it determines, based on a review of the primary criteria, that the existing conditions of approval are inadequate to mitigate the potentially significant adverse impacts identified during the original review based on changed circumstances. (Section 76-3-617(4), MCA.)

APPEAL

This decision to approve the preliminary plat approved for Discovery Vista Subdivision Phase 2 pursuant with the Park County District Court's Order dated November 15, 2024, may be appealed pursuant to Section 76-3-625, MCA, (2021):

(1) A person who has filed with the governing body an application for a subdivision under this chapter may bring an action in district court to sue the governing body to recover actual damages caused by a final action, decision, or order of the governing body or a regulation adopted pursuant to this chapter within 180 days of the final action, decision, order, or adoption of a regulation. The governing body's decision, based on the record as a whole, must be sustained unless the decision being challenged is arbitrary, capricious, or unlawful.

(2) (a) A party identified in subsection (3) who is aggrieved by a decision of the governing body to approve, conditionally approve, or deny an application and preliminary plat for a proposed subdivision may, within 30 days from the date of the written decision, appeal to the district court in the county in which the property involved is located to challenge the approval, imposition of conditions, or denial of the preliminary plat.

(b) A party identified in subsection (3) who is aggrieved by any other final decision of the governing body regarding a subdivision may, within 30 days from the date of the written decision, appeal to the district court in the county in which the property involved is located to challenge the decision.

(c) A petition allowed in subsections (2)(a) and (2)(b) must specify the grounds upon which the appeal is made. The governing body's decision, based on the record as a whole, must be sustained unless the decision being challenged is arbitrary, capricious, or unlawful.

(3) The following parties may appeal under the provisions of subsection (2):

(a) the subdivider;

(b) a landowner with a property boundary contiguous to the proposed subdivision or a private landowner with property within the county or municipality where the subdivision is proposed if that landowner can show a likelihood of material injury to the landowner's property or its value;

(c) the county commissioners of the county where the subdivision is proposed;
and



(d) (i) a first-class municipality, as described in 7-1-4111, if a subdivision is proposed within 3 miles of its limits;

(ii) a second-class municipality, as described in 7-1-4111, if a subdivision is proposed within 2 miles of its limits; and

(iii) a third-class municipality or a town, as described in 7-1-4111, if a subdivision is proposed within 1 mile of its limits.

(4) For the purposes of this section, "aggrieved" means a person who can demonstrate a specific personal and legal interest, as distinguished from a general interest, who has been or is likely to be specially and injuriously affected by the decision.

Sincerely,

Grant Gager
City Manager

Attachment A: Discovery Vista Phase 2 Preliminary Plat

DISCOVERY VISTA SUBDIVISION PHASE 2

PRELIMINARY PLAT

A PARCEL OF LAND BEING PARCEL 2A OF CERTIFICATE OF SURVEY 2214 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 9 EAST, P.M.M., CITY OF LIVINGSTON, PARK COUNTY, MONTANA

THIS SURVEY WAS PERFORMED FOR DISCOVERY VISTA, LLC

THE PURPOSE OF THIS SURVEY IS TO CREATE A 87 LOT SUBDIVISION

CERTIFICATE OF DEDICATION

We, the undersigned, do hereby certify that we caused to be surveyed, subdivided and platted into lots, blocks, roads, and alleys, as show by this subdivision plat hereunto include, the following described tract of land in the City of Livingston, to wit:

A tract of land, being Parcel 2A of Certificate of Survey 2214 located in the southeast 1/4 of Section 15, Township 2 South, Range 9 East, P.M.M., City of Livingston, Park County, Montana, more particularly described as follows;

Beginning at a the southwest corner of said Parcel 2A, a Palmer orange plastic cap; thence N 00°10'40" W a distance of 1883.36' to a 2" Palmer aluminum cap; thence N 00°10'48" W a distance of 344.80' to a 2" Palmer aluminum cap; thence S 75°59'59" E a distance of 138.28' to a calculated point; thence N 80°39'24" E a distance of 63.67' to a calculated point; thence N 48°05'54" E a distance of 67.73' to a calculated point; thence N 63°43'40" E a distance of 101.72' to a calculated point; thence S 86°42'19" E a distance of 111.85' to a calculated point; thence S 64°28'57" E a distance of 171.49' to a calculated point; thence S 67°14'44" E a distance of 89.65' to a calculated point; thence N 70°17'50" E a distance of 100.72' to a calculated point; thence S 66°05'51" E a distance of 124.24' to a calculated point; thence S 76°32'24" E a distance of 207.16' to a calculated point; thence S 00°09'03" E a distance of 313.49' to a calculated point; thence S 47°08'40" E a distance of 97.19' to a calculated point; thence N 86°22'48" E a distance of 143.79' to a 2" Palmer aluminum cap; thence S 00°11'06" E a distance of 375.73' to a 2" Palmer aluminum cap; thence N 63°02'47" W a distance of 214.24' to a 2" Alpine aluminum cap; thence N 68°04'22" E a distance of 266.66' to a 2" Palmer aluminum cap; thence N 79°15'14" W a distance of 359.13' to a 2" Palmer aluminum cap; thence S 18°14'29" W a distance of 60.51' to a 2" Palmer aluminum cap; thence S 79°10'46" E a distance of 59.71' to a 2" Palmer aluminum cap; thence S 10°58'44" W a distance of 158.85' to a 2" Palmer aluminum cap; thence S 79°02'21" E a distance of 35.31' to a 2" Palmer aluminum cap; thence S 12°29'44" W a distance of 151.35' to a 2" Palmer aluminum cap; thence S 00°10'38" E a distance of 482.66' to a 2" Palmer aluminum cap; thence S 14°41'09" E a distance of 26.95' to a 2" Palmer aluminum cap; thence S 35°00'39" E a distance of 49.40' to a 2" Palmer aluminum cap; thence S 44°11'55" E a distance of 85.03' to a Engineering Inc. yellow plastic cap; thence S 45°48'07" W a distance of 149.99' to a calculated point; thence N 44°11'53" W a distance of 61.23' to a calculated point; thence S 53°57'14" W a distance of 133.26' to a calculated point; thence S 53°57'14" W a distance of 61.59' to a calculated point; thence S 50°16'21" W a distance of 115.86' to a calculated point; thence S 00°11'51" E a distance of 139.90' to a calculated point; thence S 45°48'51" E a distance of 111.92' to a calculated point; thence S 89°12'38" E a distance of 140.09' to a calculated point; thence N 44°36'19" E a distance of 88.09' to a calculated point; thence S 48°52'25" E a distance of 15.04' to a calculated point; thence S 01°00'37" E a distance of 153.67' to a calculated point; thence N 89°12'31" W a distance of 60.53' to a calculated point; thence S 00°20'27" E a distance of 60.01' to a calculated point; thence S 89°12'31" E a distance of 48.84' to a calculated point; thence S 00°10'43" E a distance of 99.39' to a calculated point; thence N 89°11'53" W a distance of 543.41' to the point of beginning, containing 34.437 acres, more or less.

Subject to all easements of record or apparent from a visual inspection of the property.

The above described tract of land is to be known and designated as Discovery Vista Phase 2, and the lands included in all streets, avenues, alleys, and parks or public squares shown on said plat are hereby granted and donated to the use of the public forever.

Dated this _____ day of _____, _____.

Raymond C. Stinnett, Managing Member
Discovery Vista, LLC.

State of _____)
County of _____) s.s.

On this _____ day of _____, before me, a Notary Public in and for said state, personally appeared Raymond C. Stinnett, Managing Member of Discovery Vista, LLC, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

Printed Name _____

Signature _____
Notary Public for the State of _____
Residing at _____
My commission expires _____

CERTIFICATE OF FINAL PLAT APPROVAL

The Commission of the City of Livingston, Park County, Montana does hereby certify that the accompanying plat of Discovery Vista Phase 2 has been duly examined, and having found the same to conform to the requirements of the Subdivision and Platting Act, §76-3-101 et seq., MCA, and the City of Livingston Subdivision Regulations, approves it, and hereby accepts the dedication to public use of any and all lands shown on this plat as being dedicated to such use, This _____ day of _____, _____.

Chairman of the City Commission
City of Livingston, Montana

CERTIFICATE OF COUNTY TREASURER

I, _____ Treasurer of Park County, Montana do hereby certify, pursuant to Section 76-3-611(1)(b), MCA that all real property taxes assessed and levied on the land encompassed by the proposed Discovery Vista Subdivision Phase 2 have been paid. (0000078450)

Parcel 2A of Certificate of Survey 2214

Dated this _____ day of _____, _____.

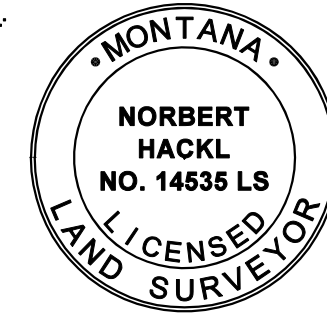
Treasurer of Park County

CERTIFICATE OF SURVEYOR

I, Norbert Hackl the undersigned Professional Land Surveyor, do hereby certify that on between _____ and _____ the accompanying Subdivision Plat was surveyed by me, or under my supervision, and the same was platted as shown on the accompanying plat and as described, in accordance with the Montana Subdivision and Platting Act, §76-3-101 through §76-3-625 M.C.A., and the City of Livingston Subdivision Regulations.

Dated this _____ day of _____, _____.

Norbert Hackl, PLS
Montana Registration No. 14,535 L.S.

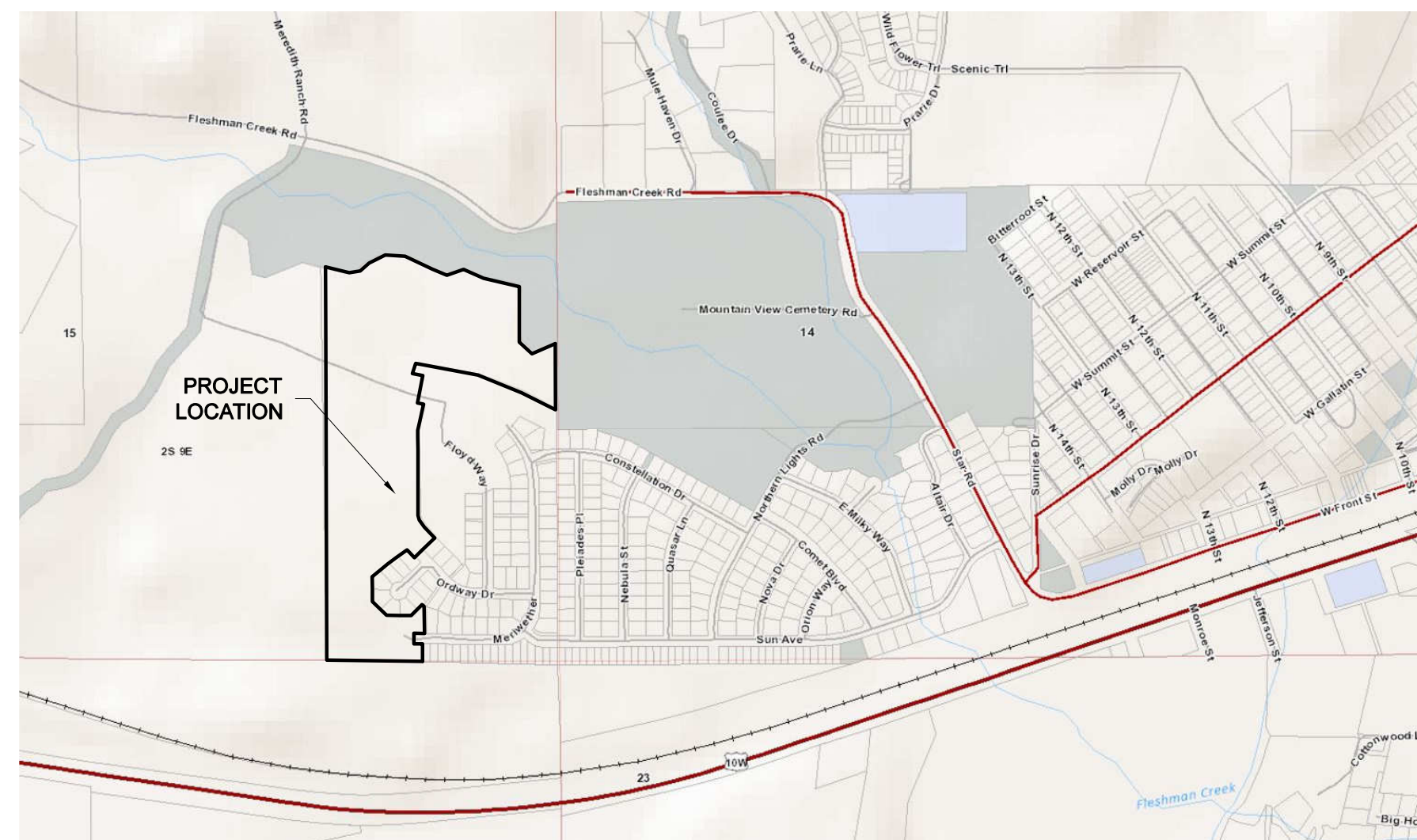


CERTIFICATE OF CLERK AND RECORDER

I, the Clerk and Recorder of Park County, Montana, hereby certify that the foregoing instrument was filed in my office at _____ o'clock _____ M. this _____ day of _____ A.D., _____ and recorded as Subdivision No. _____ records of the Clerk and Recorder, Park County, Montana. Document Number _____

Clerk & Recorder of Park County

VICINITY MAP NOT TO SCALE



ACREAGE BREAKDOWN

PUBLIC ROAD RIGHT-OF-WAY: 5.691 ACRES

PRIVATE PARKLAND: 0.000 ACRES

ACCESS CORRIDOR: 0.098

RESIDENTIAL LOTS: 28.648 ACRES

TOTAL AREA: 34.437 ACRES

CERTIFICATE OF EXCLUSION FROM MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW

Discovery Vista Phase 2, located in Park County, Montana, is within the City of Livingston, Montana, a first-class municipality, and within the planning area of the Livingston growth policy which was adopted pursuant to §76-1-501 et seq., MCA, and can be provided with adequate storm water drainage and adequate municipal facilities. Therefore, under the provisions of §76-4-125(1)(d) MCA, this subdivision is excluded from the requirement for Montana Department of Environmental Quality review.

Dated this _____ day of _____, _____.

Director of Public Works
City of Livingston, Montana

X 1/4	Sec.	T.	R.	X 1/4	Sec.	T.	R.
☒	15	2 S	9 E	☒			
☐				☐			
☐				☐			



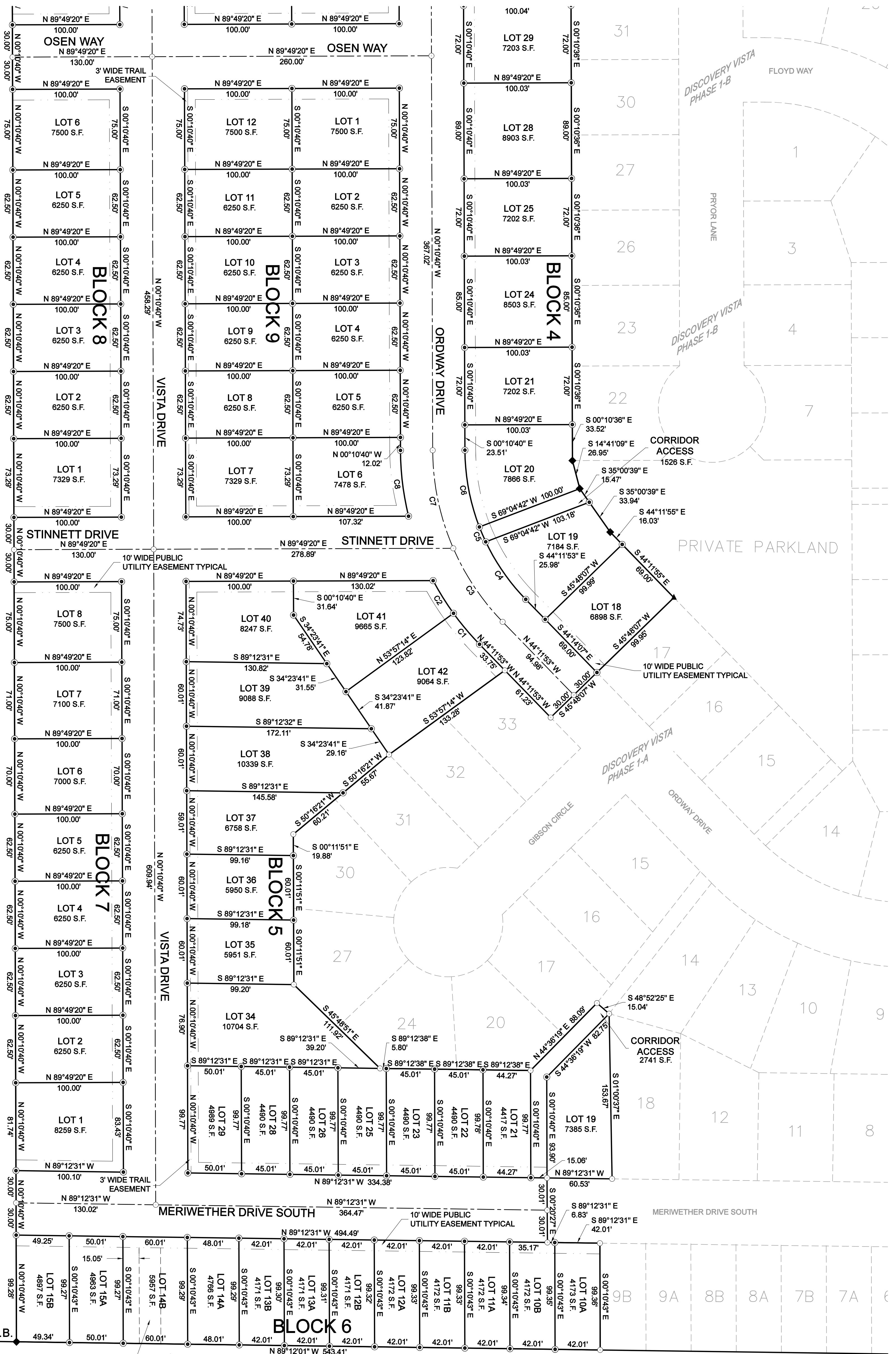
714 Stoneridge Drive
Suite 1
Bozeman, MT 59718
586.5599 Office
www.alpinesurveying.net

PROJECT SURVEYOR: NH	SHEET
DRAWN BY: NH/MB	1 OF 3
REVIEWED BY:	DISCOVERY VISTA PH. 2
DATE: 01/03/24	PROJECT NO. 064- 18

DISCOVERY VISTA SUBDIVISION PHASE 2

PRELIMINARY PLAT

A PARCEL OF LAND BEING PARCEL 2A OF CERTIFICATE OF SURVEY 2214 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 9 EAST, P.M.M., CITY OF LIVINGSTON, PARK COUNTY, MONTANA



NOTE:
In the event Lot 14B is not utilized as a public row, Lot 14B will revert back to the developer to be sold as a residential lot.

LEGEND

- ◆ FOUND 2" PALMER ALUM. CAP UNLESS NOTED
- FOUND 1 1/4" ENG. INC. YPC
- ▲ FOUND 2" ALPINE ALUM. CAP
- CALCULATED POINT, NOTING FOUND OR SET
- SET 2" ALPINE ALUM. CAP
- OVERALL PHASE BOUNDARY
- LOT BOUNDARY
- ROAD CENTERLINE
- - - 10' UTILITY PUBLIC EASEMENT
- - - 3' TRAIL EASEMENT
- - - 20' WATER & SANITARY SEWER EASEMENT
- - - ADJOINING LOT BOUNDARY
- P.O.B. POINT OF BEGINNING
- (R) RECORD DISCOVERY VISTA PH. 1A
- (R) RECORD COS 2214

BASIS OF BEARING
The Bearing of N0°10'43"E between the SE Cor Sec 15 and the E 1/4 Cor Sec 15 Per Plat 2231



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING
C1	37.71'	260.00'	8°18'37"	N 40°02'34" W
C2	35.87'	260.00'	7°54'20"	N 31°56'08" W
C3	82.85'	230.00'	20°38'18"	N 33°52'44" W
C4	65.49'	200.00'	18°48'40"	N 34°49'03" W
C5	15.02'	200.00'	4°18'07"	N 23°17'10" W
C6	73.15'	200.00'	20°57'26"	S 10°39'23" E
C7	93.86'	230.00'	23°22'55"	S 11°52'08" E
C8	61.86'	260.00'	13°37'55"	N 06°59'37" W

X 1/4	Sec.	T.	R.	X 1/4	Sec.	T.	R.
15	2 S	9 E					



714 Stoneridge Drive
Suite 1
Bozeman, MT 59718
586.5599 Office
www.alpinesurveying.net

PROJECT SURVEYOR: NH	SHEET
DRAWN BY: NH/MB	2 OF 3
REVIEWED BY:	DISCOVERY VISTA PH. 2
DATE: 01/03/24	PROJECT NO. 064-18

DISCOVERY VISTA SUBDIVISION PHASE 2

SUBDIVISION PLAT NO. _____

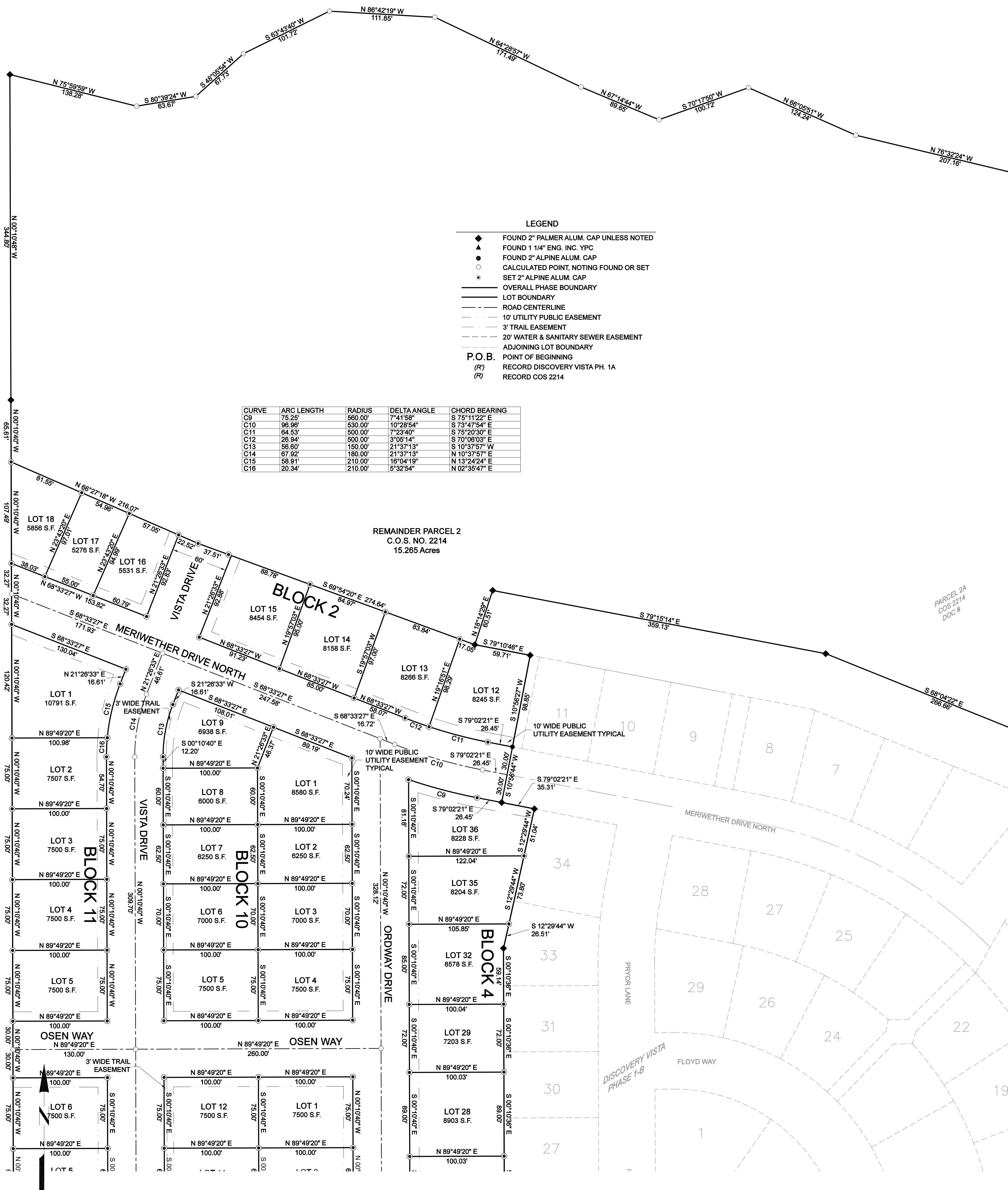
A PARCEL OF LAND BEING PARCEL 2A OF CERTIFICATE OF SURVEY 2214 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 9 EAST, P.M.M., CITY OF LIVINGSTON, PARK COUNTY, MONTANA

LEGEND

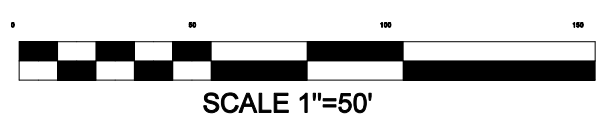
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- (R) RECORD DISCOVERY VISTA PH. 1A
- (R) RECORD COS 2214

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING
C9	75.25'	560.00'	7°41'58"	S 75°11'22" E
C10	96.96'	530.00'	10°29'54"	S 73°47'54" E
C11	64.53'	500.00'	7°23'40"	S 75°20'30" E
C12	26.94'	500.00'	3°05'14"	S 70°08'03" E
C13	56.60'	150.00'	21°37'13"	S 10°37'57" W
C14	67.92'	180.00'	21°37'13"	N 10°37'57" W
C15	58.91'	210.00'	16°04'19"	N 13°24'24" E
C16	20.34'	210.00'	5°32'54"	N 02°35'47" E

REMAINDER PARCEL 2
C.O.S. NO. 2214
15.265 Acres



BASIS OF BEARING
The Bearing of N00°10'43"E
between the SE Cor Sec 15
and the E 1/4 Cor Sec 15
Per Plat 2231



X 1/4	Sec.	T.	R.	X 1/4	Sec.	T.	R.
15	2 S	9 E					



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PROJECT SURVEYOR: NH		SHEET	
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