



Amended Livingston City Commission Agenda

August 06, 2024

5:30 PM

City – County Complex, Community Room

Join Zoom Meeting

<https://us02web.zoom.us/j/83278351787?pwd=WlpjRmxnNklURXhHRXNlL0lHQXdSZz09>

Meeting ID: 832 7835 1787

Passcode: 021822

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 JULY 16, 2024, REGULAR MEETING

B. APPROVAL OF CLAIMS PAID 7/11/24 - 7/31/24

C. TERM EXTENSION AGREEMENT NO. 500,850

D. JUDGES MONTHLY REPORT JUNE 2024

E. APPROVAL OF CONTRACT 20096 WITH SCJ ALLIANCE FOR PLANNING SERVICES

F. APPROVAL OF CONTRACT 20105 WITH THOMAS, DEAN & HOSKINS FOR DESIGN SERVICES

G. APPROVAL OF CONTRACT 20106 WITH THOMAS, DEAN & HOSKINS FOR ENGINEERING SERVICES

H. APPROVAL OF SPECIAL EVENT EXCEPTION TO ALCOHOL POSSESSION AND CONSUMPTION RESTRICTIONS FOR BARKS AND BREWS 2024

5. Proclamations

A. PROCLAMATION CELEBRATING NATIONAL NIGHT OUT ON AUGUST 6, 2024

B. PROCLAMATION HONORING JOHN A. TECCA SR.

C. PROCLAMATION RECOGNIZING COMMUNICATIONS OFFICER MARIAH THOMAS

6. Scheduled Public Comment

A. SISTER CITY PRESENTATION

7. Action Items

- A. ORDINANCE 3045: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ESTABLISHING A GATEWAY OVERLAY ZONING DISTRICT THAT INCLUDES CERTAIN PROPERTIES.**
- B. CONSIDERATION OF REQUEST FOR EXTENSION OF APPROVAL OF NORTH TOWN SUBDIVISION PHASES 4A, 4B AND 5.**
- C. ACTION ARISING FROM MONTANA SIXTH JUDICIAL DISTRICT COURT ORDER APPROVING LIVINGSTON WEST LLC MAJOR SUBDIVISION APPLICATION**
- D. CITY MANAGER UPDATE ON CITY PROJECTS**
- E. 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

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

File Attachments for Item:

A. APPROVAL OF MINUTES FROM JULY 16, 2024, REGULAR MEETING



Livingston City Commission Minutes

July 16, 2024

5:30 PM

City – County Complex, Community Room

1. Call to Order

Chair Kahle called the meeting to order at 5:32pm.

2. Roll Call

Chair Kahle, Commissioner Lyons and Commissioner Willich were present.

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)

There was no Public Comment offered.

4. Consent Items

A. APPROVAL OF MINUTES FROM JUNE 18, 2024, REGULAR MEETING

B. APPROVAL OF CLAIMS PAID 6/13/24 - 7/10/24

C. PLEDGED SECURITIES REPORT

D. JUDGES MONTHLY REPORT MAY 2024

E. CONSIDERATION OF OPEN CONTAINER SPECIAL EXCEPTION REQUEST FOR GIVE BACK TO THE YELLOWSTONE HOOTENANNY JULY 18, 2024

F. CONSIDERATION OF OPEN CONTAINER SPECIAL EXCEPTION REQUEST FOR FOSSIL FEST JULY 19, 2024

G. CONSIDERATION OF OPEN CONTAINER SPECIAL EXCEPTION REQUEST FOR A PRIVATE EVENT ON AUGUST 3, 2024

H. APPROVAL OF CONTRACT 20092 WITH HUB INTERNATIONAL FOR GASB 75 ACTUARIAL SERVICES.

I. AGREEMENT 20093 WITH HUGHES FIRE EQUIPMENT FOR FIRE TRUCK

J. AGREEMENT 20097 WITH LIVINGSTON HEALTHCARE FOR EMERGENCY MEDICAL DIRECTOR SERVICES.

Chair Kahle asked if any commissioners would like to pull items off consent for discussion.

Commissioner Willich pulled H, I, and J for discussion.

Commissioner Lyons made a motion to approve Consent Items A through G. Seconded by Commissioner Willich.

The motion to pass A through G passed unanimously.

Commissioner Willich stated he pulled item J due to a clerical error concerning the city's address. Item I was pulled due to a discrepancy in the cost listed for the vehicle and Commissioner Willich asked the Manager for clarification. The Manager clarified the discrepancy.

Commissioner Willich asked the Manager to explain the cost increase with item J. The Manager clarified the cost increase.

Commissioner Willich made a motion to approve consent items H and I. Seconded by Lyons.

The motion passed unanimously.

Commissioner Willich made a motion to approve item J with the amended address correction. Seconded by Lyons.

The motion passed unanimously.

5. Proclamations

A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING JULY 19, 2024 AS PARK AND RECREATION PROFESSIONALS DAY IN LIVINGSTON, MONTANA

The chair read the proclamation. The City Manager and Commissioners added their thanks to the Parks and Recreation team.

6. Scheduled Public Comment

7. Action Items

A. ORDINANCE 3054: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ESTABLISHING A GATEWAY OVERLAY ZONING DISTRICT THAT INCLUDES CERTAIN PROPERTIES.

The Chair introduced the item and turned it over to the City Manager for comment. The City manager provided an overview of the purpose and history of the item before introducing the Planning Director, Jennifer Severson, to discuss the Ordinance and Map Amendment. The Planning Director reviewed the proposed map amendment and discussed the parcels that have been included and excluded from the proposed Gateway Overlay Zoning District.

Commissioner Lyons sought clarification on differences between the proposed map amendment and the Growth Policy documents related to the District and specifically about areas surrounding Park Street. Director Severson provided insight into the differences including the restriction of the District to properties that can host commercial and industrial buildings.

Commissioner Lyons inquired about the design standards and the process and timing of updating them. Planning Director Severson provided information on the design standards, their applicability and the process to update them.

A discussion was also held regarding re-zonings and the applicability of these regulations wherein staff advised that the re-zoning would include application of the Gateway Overlay Zoning District, if applicable. The Commissioners asked questions about the process and timing of amending the

map. Commissioner Lyons inquired about the feasibility of expanding the District within the City at the current time. The City Manager advised that there are noticing requirements to be considered.

A motion was made by Commissioner Willich to approve the first reading of Ordinance 3054 which was seconded by Chair Kahle.

Public comment was offered by Patricia Grabow who offered her support of the proposed map amendment.

Commissioner Lyons expressed his desire to see the map amendment include certain areas of town even if they are not currently zoned to host commercial or industrial properties.

Commissioner Willich inquired about the process for modifying the map amendment. The City Manager provided information about that process and the timing required to change the map. A discussion was had on the process of amending the proposed ordinance. All Commissioners present expressed a desire to see additional properties included in the District, including those that are residentially zoned.

The item was approved unanimously.

B. RESOLUTION 5136: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, APPROVING AND ADOPTING THE FINAL BUDGET IN THE AMOUNT OF \$30,487,800 FOR THE FISCAL YEAR BEGINNING ON JULY 1, 2024, AND ENDING JUNE 30, 2025 (FY25), AND MAKING APPROPRIATIONS AND ESTABLISHING SPENDING LIMITS AND AUTHORIZING TRANSFER OF APPROPRIATIONS WITHIN THE SAME FUND.

The Chair introduced the item and turned it over to the City Manager for comment. The City Manager provided an overview of the budget and discussed several funded priorities. After the overview the City Manager welcomed questions.

Commissioners Willich and Lyons had no questions nor did Chair Kahle.

Motion to approve the Resolution by Commissioner Willich was seconded by Commissioner Lyons.

The Chair asked for Public Comment and Linda Miller of M Street inquired about water utility bills. The Manager answered the question posed.

Commissioner Willich expressed his appreciation for the Mobile Crisis Response program and the budget in general. Chair Kahle also expressed her appreciation for Mobile Crisis Response and the budget book.

The motion passed unanimously.

C. RESOLUTION 5137: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WATER SYSTEM.

The Chair introduced the item and turned it over to the City Manager for comment. The City Manager provided an overview of the proposed water rate increases and impact to rate payers.

Commissioner Willich inquired about the operational expenses of the Water Division and the City Manager advised that electricity is the largest expense of the fund.

Commissioner Lyons discussed the impact of inflation on City operations with the City Manager.

Chair Kahle inquired about future rate increases and their likelihood. The City Manager discussed the rate increases and future expectations relative to inflation.

Commissioner Willich inquired about the rate increase history. Director Fetterhoff provided information on the rate increase history.

Motion to approve the Resolution by Commissioner Lyons was seconded by Commissioner Willich.

Chair Kahle asked for Public Comment and Scott Karlstrom inquired about the sufficiency of water supplies in the City and the aquifer.

The Manager stated that the water supply in Livingston is good compared to neighboring municipalities and that the city is focusing on improvements to the water system that center around efficiency, maintenance, and conservation.

Chair Kahle discussed how the City Commission has encouraged conservation and discussed the city's drought management plan.

Commissioner Willich discussed water conservation and how water pipe leaks put stress on the water system. He expressed that rate increases should be used to fix aging water infrastructure.

Commissioner Lyons stated that he would like to see future rate requests come with a list of capital improvements provided by the previous year's rate increase. He discussed how the city's built environment will impact the city's water supply in the future.

The Manager stated that he would gather information on the aquifer and present that information to the Commission.

Chair Kahle discussed how good urban planning and a compact footprint will help the city manage water into the future. Chair Kahle stated that urban sprawl will cause problems for the city's water supply and that good urban planning will save tax dollars in the future.

The motion passed unanimously.

D. RESOLUTION 5138: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WASTEWATER SYSTEM.

The Chair introduced the item and turned it over to the City Manager for comment. The City Manager provided an overview of the proposed wastewater rate increases and impact to rate payers.

Commissioner Willich inquired about the operational expenses of the Wastewater Division and the City Manager advised that electricity is the largest expense of the fund.

Commissioner Lyons inquired about how the city measures sewer usage at a household level. The Manager explained how sewage usage is estimated for rate payers.

Chair Kahle inquired about storm water regulations and asked if the city is planning upgrades to the system. The Manager discussed federal requirements and explained what the city is doing to prepare for the future.

Motion to approve the Resolution by Commissioner Lyons was seconded by Commissioner Willich.

Chair Kahle asked for public comment and Patricia Grabow commented on compliance with the Growth Policy and gave credit to the people who originally built the city as they did a good job designing the city's pipe infrastructure.

Commissioner Willich stated he does not like raising rates but that these are needed to upgrade and maintain the city's infrastructure.

Commissioner Lyons and Chair Kahle agreed with Commissioner Willich.

The motion passed unanimously.

E. RESOLUTION 5139: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING THE RATE FOR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE AMOUNT OF 5% PER MONTH FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS TO BECOME EFFECTIVE JULY 2024.

The Chair introduced the item and turned it over to the City Manager for comment. The City Manager provided an overview of the proposed Solid Waste rate increases and impact to rate payers.

Commissioner Lyons inquired whether fees could be assessed by usage. The Manager explained that commercial rate payers in the city are already charged that way and discussed the process of how residential customers are charged and could be charged; there are administrative burdens to moving to weight-based fees for consumers due to the large number of accounts.

Chair Kahle asked about composting programs in the city. The Manager discussed the benefits of composting.

Motion to approve the Resolution by Commissioner Lyons was seconded by Commissioner Willich.

Chair Kahle asked for public comment.

Commissioner Willich discussed exploring revenue streams for recycled items.

The motion passed unanimously.

F. DISCUSSION OF CITY COMMISSIONER LISTENING SESSIONS

The Chair introduced the item and turned it over to the City Manager for comment.

The Manager discussed previous listening sessions and highlighted upcoming sessions.

Commissioner Lyons will be available at the 7/17 Farmers Market.

Commissioner Schwarz will be available for the 7/27 listening session.

Commissioner Nootz should be available for 9/11.

Commissioner Willich will be available at the 8/14 Farmer's Market.

Chair Kahle may be available on 8/24.

G. CLOSED SESSION TO DISCUSS LITIGATION STRATEGY PURSUANT TO MCA 2-3-203(4)(A)

The Chair clarified with the City Manager that this item would not be taken up tonight.

8. City Manager Comment

The Manager thanked the Commission for passing the city budget and gave an update on several of the city's grant applications.

9. City Commission Comments

Commissioner Willich discussed rate increases by Northwestern Energy and encouraged residents to give comment to the Public Service Commission and Northwestern Energy.

Commissioner Lyons discussed rate increases and congratulated the Manager on the passing of the City Budget.

Chair Kahle implored citizens to contact the Public Service Commission about the proposed rate increases for electricity. Chair Kahle thanks the community for the ability to have public discourse that is safe and productive.

10. Adjournment

Motion to adjourn by Lyons and seconded by Willich.

The motion passed unanimously.

The meeting was adjourned at 7:57 PM.

Calendar of Events

Supplemental Material

Notice

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File Attachments for Item:

B. APPROVAL OF CLAIMS PAID 7/11/24 - 7/31/24

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
AAA CLEANING, LLC							
3727	AAA CLEANING, LLC	2024.7.16	cleaING CIVIC CENTER	07/16/2024	2,600.00	2,600.00	07/24/2024
Total AAA CLEANING, LLC:					2,600.00	2,600.00	
ABSOLUTE SOFTWARE INC							
10005	ABSOLUTE SOFTWARE INC	INV01589807	absolute edge package	07/26/2024	1,800.00	1,800.00	07/31/2024
Total ABSOLUTE SOFTWARE INC:					1,800.00	1,800.00	
ADVANCED ENGINEERING &							
3605	ADVANCED ENGINEERING &	96119	I&C SYSTEM	07/09/2024	654.00	654.00	07/31/2024
Total ADVANCED ENGINEERING &:					654.00	654.00	
ADVANCED TECHNOLOGY PRODUCTS, INC							
3357	ADVANCED TECHNOLOGY PRO	39737	ACCU TAB	07/18/2024	7,395.00	7,395.00	07/31/2024
3357	ADVANCED TECHNOLOGY PRO	39818	LIQUID CHLORINE	07/26/2024	415.00	415.00	07/31/2024
3357	ADVANCED TECHNOLOGY PRO	39821	ACID MAGIC	07/26/2024	3,760.00	3,760.00	07/31/2024
Total ADVANCED TECHNOLOGY PRODUCTS, INC:					11,570.00	11,570.00	
ALL SERVICE TIRE & ALIGNMENT							
22	ALL SERVICE TIRE & ALIGNME	68445	Flat repair	07/11/2024	50.00	50.00	07/24/2024
22	ALL SERVICE TIRE & ALIGNME	68485	Tires	07/17/2024	88.00	88.00	07/24/2024
22	ALL SERVICE TIRE & ALIGNME	68535	Tire Repair	07/23/2024	20.00	20.00	07/31/2024
Total ALL SERVICE TIRE & ALIGNMENT:					158.00	158.00	
ALPINE ELECTRONICS RADIO SHACK							
402	ALPINE ELECTRONICS RADIO	10303233	Office Supplies	07/10/2024	60.72	60.72	07/11/2024
402	ALPINE ELECTRONICS RADIO	10304287	Office Supplies	05/16/2024	35.10	35.10	07/11/2024
402	ALPINE ELECTRONICS RADIO	10304915	Office Supplies	07/10/2024	21.99	21.99	07/11/2024
Total ALPINE ELECTRONICS RADIO SHACK:					117.81	117.81	
ALSCO							
10005	ALSCO	LBIL1957294	TOWEL RUGS	06/26/2024	26.69	26.69	07/24/2024
10005	ALSCO	LBIL1957294	TOWELS RUGS	06/26/2024	27.01	27.01	07/24/2024
10005	ALSCO	LBIL1960641	TOWEL RUG SERVICE	07/10/2024	26.70	26.70	07/24/2024
Total ALSCO:					80.40	80.40	
AMERICAN AUTOMOTIVE							
3378	AMERICAN AUTOMOTIVE	6900	BRAKES	07/08/2024	1,599.47	1,599.47	07/24/2024
3378	AMERICAN AUTOMOTIVE	6930	FUEL PUMP	07/17/2024	1,035.53	1,035.53	07/24/2024
3378	AMERICAN AUTOMOTIVE	6938	POWER STEERING	07/10/2024	343.06	343.06	07/24/2024
Total AMERICAN AUTOMOTIVE:					2,978.06	2,978.06	
ARCHITECTURE TRIO INC							
10006	ARCHITECTURE TRIO INC	1013	PRESERVATION SERVICES	06/10/2024	9,123.28	9,123.28	07/24/2024
Total ARCHITECTURE TRIO INC:					9,123.28	9,123.28	
BALCO UNIFORM COMPANY, INC.							
3371	BALCO UNIFORM COMPANY, IN	58802	Uniform-CRANK	03/14/2024	8.30	8.30	07/31/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3371	BALCO UNIFORM COMPANY, IN	79280-3	Uniform-HARD	05/20/2024	325.50	325.50	07/31/2024
3371	BALCO UNIFORM COMPANY, IN	80109-1	Uniform-ENGLE	07/08/2024	687.80	687.80	07/31/2024
3371	BALCO UNIFORM COMPANY, IN	80130	Uniform-CRANK	07/22/2024	360.00	360.00	07/31/2024
Total BALCO UNIFORM COMPANY, INC.:					1,381.60	1,381.60	
BNSF RAILWAY COMPANY							
10006	BNSF RAILWAY COMPANY	24006706	LAND LEASE	07/10/2024	100.00	100.00	07/31/2024
10006	BNSF RAILWAY COMPANY	24006857	LAND LEASE	07/10/2024	100.00	100.00	07/31/2024
Total BNSF RAILWAY COMPANY:					200.00	200.00	
BRIDGER ANALYTICAL LAB							
3820	BRIDGER ANALYTICAL LAB	2406283	ANALYSIS	06/12/2024	288.00	288.00	07/24/2024
Total BRIDGER ANALYTICAL LAB:					288.00	288.00	
CANINE DEVELOPMENT GROUP							
10002	CANINE DEVELOPMENT GROU	136253	HANDLER SUBSCRIPTION	12/24/2023	140.00	140.00	07/31/2024
10002	CANINE DEVELOPMENT GROU	149787	HANDLER SUBSCRIPTION	07/04/2024	140.00	140.00	07/24/2024
Total CANINE DEVELOPMENT GROUP:					280.00	280.00	
CANON FINANCIAL SERVICES, INC							
1747	CANON FINANCIAL SERVICES, I	33840287	Printer	07/13/2024	29.75	29.75	07/31/2024
1747	CANON FINANCIAL SERVICES, I	33840847	Printer	07/13/2024	29.31	29.31	07/31/2024
Total CANON FINANCIAL SERVICES, INC:					59.06	59.06	
CARDINAL TRACKING INC							
10006	CARDINAL TRACKING INC	136120	TICKETTRACK	07/03/2024	2,579.00	2,579.00	07/24/2024
Total CARDINAL TRACKING INC:					2,579.00	2,579.00	
CARQUEST AUTO PARTS							
23	CARQUEST AUTO PARTS	1912-613729	WWF 1 GAL	06/04/2024	121.08	121.08	07/11/2024
23	CARQUEST AUTO PARTS	1912-613739	OIL	06/04/2024	40.25	40.25	07/11/2024
23	CARQUEST AUTO PARTS	1912-613825	REFRIGERANT	06/05/2024	21.14	21.14	07/11/2024
23	CARQUEST AUTO PARTS	1912-613968	GREASE-TIEROD	06/06/2024	326.56	326.56	07/11/2024
23	CARQUEST AUTO PARTS	1912-613972	BAYONET GUAGE	06/06/2024	76.49	76.49	07/11/2024
23	CARQUEST AUTO PARTS	1912-614736	BELT	06/14/2024	39.58	39.58	07/11/2024
23	CARQUEST AUTO PARTS	1912-615046	DEF	06/18/2024	179.90	179.90	07/11/2024
23	CARQUEST AUTO PARTS	1912-615310	BATTERY	06/20/2024	99.04	99.04	07/11/2024
23	CARQUEST AUTO PARTS	1912-615798	AIR FILTER	06/26/2024	12.59	12.59	07/11/2024
23	CARQUEST AUTO PARTS	1912-615809	FUEL PUMP	06/26/2024	44.48	44.48	07/11/2024
23	CARQUEST AUTO PARTS	1912-615836	WIPER	06/26/2024	53.58	53.58	07/11/2024
Total CARQUEST AUTO PARTS:					1,014.69	1,014.69	
CENTRON SERVICES							
682	CENTRON SERVICES	2024.6.25	Collections PARKING	06/25/2024	115.04	115.04	07/31/2024
Total CENTRON SERVICES:					115.04	115.04	
CENTURYLINK							
162	CENTURYLINK	2024.7.16	406-222-0137- 441b	07/16/2024	94.78	94.78	07/31/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CENTURYLINK:					94.78	94.78	
CHARTER COMMUNICATIONS							
3440	CHARTER COMMUNICATIONS	172677901070	ELEVATOR PHOBE	07/07/2024	99.98	99.98	07/24/2024
Total CHARTER COMMUNICATIONS:					99.98	99.98	
COMDATA							
2671	COMDATA	IB986/2040902	BZR70	07/01/2024	72.72	72.72	07/24/2024
2671	COMDATA	XW660/204090	CG72T	07/01/2024	526.84	526.84	07/24/2024
2671	COMDATA	XW660/204090	CG73p-EMS	07/01/2024	2,186.72	2,186.72	07/24/2024
Total COMDATA:					2,786.28	2,786.28	
CULLIGAN WATER CONDIITIONING							
10000	CULLIGAN WATER CONDIITIONI	575X01889706	SALT	06/30/2024	18.75	18.75	07/24/2024
Total CULLIGAN WATER CONDIITIONING:					18.75	18.75	
CURTIS							
3720	CURTIS	INV836263	SENSIT REPAIR PARTS	06/20/2024	16.00	16.00	07/24/2024
Total CURTIS:					16.00	16.00	
DANA SAFETY SUPPLY, INC.							
3234	DANA SAFETY SUPPLY, INC.	920613	INSTALL EQUIPMENT	07/26/2024	1,069.00	1,069.00	07/31/2024
3234	DANA SAFETY SUPPLY, INC.	920718	Install equipment	07/26/2024	325.00	325.00	07/31/2024
Total DANA SAFETY SUPPLY, INC.:					1,394.00	1,394.00	
DELTA SIGNS & GRAPHICS							
509	DELTA SIGNS & GRAPHICS	3113	Sign BOARD	07/07/2024	300.00	300.00	07/24/2024
Total DELTA SIGNS & GRAPHICS:					300.00	300.00	
DEMCO INC							
199	DEMCO INC	7496221	10 EA COLLAPSIBLE CRATE BL	06/13/2024	484.96	484.96	07/24/2024
199	DEMCO INC	7499803	20 EA COLLAPSIBLE CRATE BL	06/25/2024	969.92	969.92	07/24/2024
Total DEMCO INC:					1,454.88	1,454.88	
ENERGY LABORATORIES, INC.							
424	ENERGY LABORATORIES, INC.	642945	Effluent	07/15/2024	1,532.00	1,532.00	07/31/2024
Total ENERGY LABORATORIES, INC.:					1,532.00	1,532.00	
ENTERPRISE SALES INC							
10002	ENTERPRISE SALES INC	10601	YARD DROP BOX	06/15/2024	37,054.00	37,054.00	07/24/2024
Total ENTERPRISE SALES INC:					37,054.00	37,054.00	
FARSTAD OIL							
3353	FARSTAD OIL	117451	Diesel 206G	06/27/2024	672.80	672.80	07/24/2024
3353	FARSTAD OIL	117592	Diesel 262G	07/11/2024	847.05	847.05	07/24/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FARSTAD OIL:					1,519.85	1,519.85	
FISHER SAND AND GRAVEL							
2904	FISHER SAND AND GRAVEL	25723	ROCK	06/29/2024	3,222.27	3,222.27	07/24/2024
2904	FISHER SAND AND GRAVEL	26223	ROAD MIX	07/06/2024	1,016.02	1,016.02	07/24/2024
Total FISHER SAND AND GRAVEL:					4,238.29	4,238.29	
FITCH & ASSOCIATES LLC							
10005	FITCH & ASSOCIATES LLC	22-8404-04	PROFESSIONAL SERVICES	07/24/2024	10,995.00	10,995.00	07/31/2024
Total FITCH & ASSOCIATES LLC:					10,995.00	10,995.00	
FOUR CORNERS RECYCLING, LLC							
2919	FOUR CORNERS RECYCLING,	5251	Pull fees	06/28/2024	8,034.30	8,034.30	07/24/2024
2919	FOUR CORNERS RECYCLING,	5251	Credit	06/28/2024	4,429.60-	4,429.60-	07/24/2024
Total FOUR CORNERS RECYCLING, LLC:					3,604.70	3,604.70	
FRONTLINE AG SOLUTIONS, LLC							
2516	FRONTLINE AG SOLUTIONS, LL	1148201	HY GARD	07/10/2024	115.00	115.00	07/24/2024
2516	FRONTLINE AG SOLUTIONS, LL	1148923	VBELT	07/11/2024	50.40	50.40	07/24/2024
Total FRONTLINE AG SOLUTIONS, LLC:					165.40	165.40	
GENERAL DISTRIBUTING COMPANY							
1845	GENERAL DISTRIBUTING COM	0001391697	Acetylene	06/30/2024	35.64	35.64	07/24/2024
1845	GENERAL DISTRIBUTING COM	0001393465	NITROUS	06/30/2024	114.51	114.51	07/24/2024
Total GENERAL DISTRIBUTING COMPANY:					150.15	150.15	
GLASS, PEGGY							
306	GLASS, PEGGY	2024.6.4	REIMB-TRAVEL	06/04/2024	227.48	227.48	07/24/2024
Total GLASS, PEGGY:					227.48	227.48	
GRADY, MITCH							
3737	GRADY, MITCH	35TS	REIMB-BOOKS ELK RIVER	06/22/2024	530.83	530.83	07/24/2024
3737	GRADY, MITCH	FEOD	REIMB-BOOKS WHEATGRASS	06/22/2024	356.00	356.00	07/24/2024
Total GRADY, MITCH:					886.83	886.83	
GRAYBEAL'S ALL SERVICE							
98	GRAYBEAL'S ALL SERVICE	14999	WWTP-REPAIRS	06/18/2024	4,849.00	4,849.00	07/24/2024
Total GRAYBEAL'S ALL SERVICE:					4,849.00	4,849.00	
GREAT FALLS TRIBUNE							
99	GREAT FALLS TRIBUNE	GF1002427 20	Subscription	07/01/2024	482.54	482.54	07/24/2024
Total GREAT FALLS TRIBUNE:					482.54	482.54	
GRONDAHL RECREATION INC							
10004	GRONDAHL RECREATION INC	20081	BB SHOOTING STATIONS	05/17/2024	8,590.00	8,590.00	07/24/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total GRONDAHL RECREATION INC:					8,590.00	8,590.00	
HANNAH BUCKLEY-SHEEDY							
10006	HANNAH BUCKLEY-SHEEDY	2024.6.28	REIMB-TRAVEL	06/28/2024	282.46	282.46	07/24/2024
Total HANNAH BUCKLEY-SHEEDY:					282.46	282.46	
HEWLETT PACKARD ENTERPRISE COMPANY							
10003	HEWLETT PACKARD ENTERPRISE	9077327930	WRF SERVER	07/20/2024	6,354.49	6,354.49	07/31/2024
Total HEWLETT PACKARD ENTERPRISE COMPANY:					6,354.49	6,354.49	
HIGH COUNTRY WILDLIFE CONTROL							
10002	HIGH COUNTRY WILDLIFE CONTROL	11725	PEST CONTROL	07/22/2024	210.00	210.00	07/31/2024
Total HIGH COUNTRY WILDLIFE CONTROL:					210.00	210.00	
HORIZON AUTO PARTS							
1920	HORIZON AUTO PARTS	006358	BLOW GUN	07/29/2024	29.48	29.48	07/31/2024
Total HORIZON AUTO PARTS:					29.48	29.48	
IMAGE TREND, INC							
3704	IMAGE TREND, INC	PS-INV109177	ELITE RESCUE	07/16/2024	2,705.72	2,705.72	07/24/2024
3704	IMAGE TREND, INC	PS-INV109177	ELITE RESCUE	07/16/2024	2,705.73	2,705.73	07/24/2024
Total IMAGE TREND, INC:					5,411.45	5,411.45	
INDUSTRIAL COMMUNICATIONS &							
3255	INDUSTRIAL COMMUNICATION	34661	KENWOOD PORTABLE BATTERY	05/20/2024	635.33	635.33	07/31/2024
Total INDUSTRIAL COMMUNICATIONS &:					635.33	635.33	
INGRAM LIBRARY SERVICE							
1539	INGRAM LIBRARY SERVICE	81147140	1 Book	03/25/2024	20.51	20.51	07/24/2024
1539	INGRAM LIBRARY SERVICE	82404795	1 Book	06/17/2024	31.57	31.57	07/24/2024
Total INGRAM LIBRARY SERVICE:					52.08	52.08	
J & H OFFICE EQUIPMENT							
1783	J & H OFFICE EQUIPMENT	37099897	020-1486424	07/29/2024	38.04	38.04	07/31/2024
Total J & H OFFICE EQUIPMENT:					38.04	38.04	
JOE JOHNSON EQUIPMENT							
10005	JOE JOHNSON EQUIPMENT	001857	BEARING	06/27/2024	709.85	709.85	07/24/2024
Total JOE JOHNSON EQUIPMENT:					709.85	709.85	
JON M HESSE PC							
10005	JON M HESSE PC	45930	PROFESSIONAL SERVICES	07/30/2024	6,530.11	6,530.11	07/31/2024
Total JON M HESSE PC:					6,530.11	6,530.11	
JORDAN ZIGNEGO ARCHITECT, PLLC							
10006	JORDAN ZIGNEGO ARCHITECT,	LHD-001	HISTORIC AER FORMS	07/15/2024	9,000.00	9,000.00	07/24/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total JORDAN ZIGNEGO ARCHITECT, PLLC:					9,000.00	9,000.00	
JULIE RAMLJAK							
10006	JULIE RAMLJAK	173457	REIMB SUPPLIES	07/05/2024	103.22	103.22	07/11/2024
10006	JULIE RAMLJAK	176294	REIMB SUPPLIES	07/07/2024	13.04	13.04	07/11/2024
10006	JULIE RAMLJAK	2024.7.1	REIMB SUPPLIES	07/01/2024	76.89	76.89	07/11/2024
Total JULIE RAMLJAK:					193.15	193.15	
KELLEY CREATE							
10006	KELLEY CREATE	36900530	AGREEMENT 112-1689019	07/01/2024	355.45	355.45	07/11/2024
10006	KELLEY CREATE	IN1624918	JH16414	05/01/2024	5.83	5.83	07/24/2024
10006	KELLEY CREATE	IN1678525	JH16414	07/01/2024	4.36	4.36	07/24/2024
10006	KELLEY CREATE	IN1681908	JH13332	07/08/2024	25.15	25.15	07/24/2024
10006	KELLEY CREATE	IN1681908	JH13332	07/08/2024	25.15	25.15	07/24/2024
10006	KELLEY CREATE	IN1681908	JH13332	07/08/2024	25.15	25.15	07/24/2024
10006	KELLEY CREATE	IN1681908	JH13332	07/08/2024	25.14	25.14	07/24/2024
10006	KELLEY CREATE	IN1688538	jh16535	07/17/2024	127.20	127.20	07/24/2024
Total KELLEY CREATE:					593.43	593.43	
KEN'S EQUIPMENT REPAIR, INC							
1390	KEN'S EQUIPMENT REPAIR, IN	62873	DATA LINK	05/29/2024	110.00	110.00	07/31/2024
1390	KEN'S EQUIPMENT REPAIR, IN	62884	R&R SPRINGS	05/31/2024	2,860.00	2,860.00	07/31/2024
1390	KEN'S EQUIPMENT REPAIR, IN	62892	SKID STEER REPAIR	06/03/2024	402.38	402.38	07/24/2024
1390	KEN'S EQUIPMENT REPAIR, IN	62938	TRANSMISSION LEAK	06/10/2024	543.35	543.35	07/31/2024
1390	KEN'S EQUIPMENT REPAIR, IN	62958	PACKER	06/13/2024	130.00	130.00	07/31/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63003	HOSE FITTINGS	06/21/2024	139.60	139.60	07/24/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63078	PARTS	07/10/2024	311.20	311.20	07/31/2024
Total KEN'S EQUIPMENT REPAIR, INC:					4,496.53	4,496.53	
KENYON NOBLE							
776	KENYON NOBLE	102439	DUCT TAPE	05/29/2024	51.56	51.56	07/11/2024
776	KENYON NOBLE	103490	SCREWS RIVETS	05/30/2024	112.80	112.80	07/11/2024
776	KENYON NOBLE	104500	FASTNERS	05/30/2024	42.50	42.50	07/11/2024
776	KENYON NOBLE	110158	CONCRETE	06/03/2024	84.64	84.64	07/11/2024
776	KENYON NOBLE	111296	HARDBOARD-RV DUMP	06/03/2024	40.23	40.23	07/11/2024
776	KENYON NOBLE	582135	ELBOW-RV DUMP	06/14/2024	39.64	39.64	07/11/2024
776	KENYON NOBLE	655055	RECIP SAW	06/12/2024	1,483.90	1,483.90	07/11/2024
776	KENYON NOBLE	679505	cOUPLING	06/14/2024	6.49	6.49	07/11/2024
776	KENYON NOBLE	682105	TOOL BOX	06/14/2024	94.99	94.99	07/11/2024
776	KENYON NOBLE	704050	SOLDERING IRON	06/17/2024	548.48	548.48	07/11/2024
776	KENYON NOBLE	737185	HARD HAT	06/20/2024	259.98	259.98	07/11/2024
776	KENYON NOBLE	737215	BATTERIES	06/20/2024	39.98	39.98	07/11/2024
776	KENYON NOBLE	738370	NYLON TWINE	06/20/2024	74.97	74.97	07/11/2024
776	KENYON NOBLE	740325	MEASURING WHEEL	06/20/2024	99.99	99.99	07/11/2024
776	KENYON NOBLE	748600	cONCRETE	06/21/2024	7.99	7.99	07/11/2024
776	KENYON NOBLE	99467	CLEANER/DEGREASER	05/28/2024	25.98	25.98	07/11/2024
Total KENYON NOBLE:					3,014.12	3,014.12	
KNIFE RIVER							
8	KNIFE RIVER	907671	Plant Mix	05/15/2024	393.84	393.84	07/31/2024
8	KNIFE RIVER	914421	Plant Mix	06/25/2024	416.16	416.16	07/24/2024
8	KNIFE RIVER	915966	Plant Mix	07/08/2024	1,244.16	1,244.16	07/31/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total KNIFE RIVER:					2,054.16	2,054.16	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	2162282	Water	07/09/2024	31.50	31.50	07/24/2024
2830	LEHRKIND'S COCA-COLA	2162295	Water	07/10/2024	32.50	32.50	07/24/2024
2830	LEHRKIND'S COCA-COLA	2162296	Water	07/09/2024	13.50	13.50	07/24/2024
2830	LEHRKIND'S COCA-COLA	2165944	Water	07/23/2024	52.50	52.50	07/31/2024
2830	LEHRKIND'S COCA-COLA	2165956	Water	07/23/2024	31.50	31.50	07/31/2024
Total LEHRKIND'S COCA-COLA:					161.50	161.50	
LIVINGSTON CITY COURT							
10006	LIVINGSTON CITY COURT	2024.5.31	CITY COURT	05/31/2024	200.00	200.00	07/31/2024
Total LIVINGSTON CITY COURT:					200.00	200.00	
LIVINGSTON UTILITY BILLING							
147	LIVINGSTON UTILITY BILLING	2024.7.8	PUBLIC LIBRARY	07/08/2024	407.36	407.36	07/24/2024
147	LIVINGSTON UTILITY BILLING	2024.7.8.1	IRRIGATION LIBRARY	07/08/2024	61.38	61.38	07/24/2024
Total LIVINGSTON UTILITY BILLING:					468.74	468.74	
MASTERCARD							
3184	MASTERCARD	2024_05 CHAB	Pt supplies - IO	06/01/2024	1,418.49	1,418.49	06/10/2024
3184	MASTERCARD	2024_05 CHAB	Accountability Tags	06/01/2024	20.65	20.65	06/10/2024
3184	MASTERCARD	2024_05 CHAB	Meals - Labor/Mng meeting	06/01/2024	61.00	61.00	06/10/2024
3184	MASTERCARD	2024_05 DELA	Office supplies	06/01/2024	58.23	58.23	06/10/2024
3184	MASTERCARD	2024_05 DELA	Office supplies	06/01/2024	170.19	170.19	06/10/2024
3184	MASTERCARD	2024_05 DELA	Office supplies	06/01/2024	34.95	34.95	06/10/2024
3184	MASTERCARD	2024_05 DELA	Office supplies	06/01/2024	14.85	14.85	06/10/2024
3184	MASTERCARD	2024_05 DELA	Office supplies	06/01/2024	47.54	47.54	06/10/2024
3184	MASTERCARD	2024_05 DELA	Office supplies	06/01/2024	68.63	68.63	06/10/2024
3184	MASTERCARD	2024_05 DELA	Operating Supplies- Safety Hard	06/01/2024	33.00	33.00	06/10/2024
3184	MASTERCARD	2024_05 DELA	Office supplies	06/01/2024	8.49	8.49	06/10/2024
3184	MASTERCARD	2024_05 DELA	Office supplies	06/01/2024	5.77	5.77	06/10/2024
3184	MASTERCARD	2024_05 DELA	Office supplies	06/01/2024	5.77	5.77	06/10/2024
3184	MASTERCARD	2024_05 DELA	Office supplies	06/01/2024	5.77	5.77	06/10/2024
3184	MASTERCARD	2024_05 DELA	Office supplies	06/01/2024	5.77	5.77	06/10/2024
3184	MASTERCARD	2024_05 DELA	Office supplies	06/01/2024	5.78	5.78	06/10/2024
3184	MASTERCARD	2024_05 FETT	EMPLOYEE APPRECIATION	06/01/2024	163.19	163.19	06/10/2024
3184	MASTERCARD	2024_05 FETT	EMPLOYEE APPRECIATION	06/01/2024	489.95	489.95	06/10/2024
3184	MASTERCARD	2024_05 FETT	OFFICE CHARIS	06/01/2024	519.92	519.92	06/10/2024
3184	MASTERCARD	2024_05 FETT	GFOA CONF - LODGING	06/01/2024	230.00	230.00	06/10/2024
3184	MASTERCARD	2024_05 FETT	GFOA CONF - LODGING	06/01/2024	230.00	230.00	06/10/2024
3184	MASTERCARD	2024_05 FETT	PAPER SHREDDER	06/01/2024	118.99	118.99	06/10/2024
3184	MASTERCARD	2024_05 FETT	OFFICE SUPPLIES	06/01/2024	82.44	82.44	06/10/2024
3184	MASTERCARD	2024_05 FETT	OFFICE SUPPLIES	06/01/2024	5.96	5.96	06/10/2024
3184	MASTERCARD	2024_05 FETT	POCKET FOLDERS	06/01/2024	39.94	39.94	06/10/2024
3184	MASTERCARD	2024_05 FETT	CEMETERY SUPPLIES	06/01/2024	32.75	32.75	06/10/2024
3184	MASTERCARD	2024_05 FETT	OPEN ENROLLMENT TREATS	06/01/2024	194.41	194.41	06/10/2024
3184	MASTERCARD	2024_05 FETT	SCALE HOUSE LICENSE	06/01/2024	560.00	560.00	06/10/2024
3184	MASTERCARD	2024_05 FETT	DURA TANK REGISTRATION	06/01/2024	24.36	24.36	06/10/2024
3184	MASTERCARD	2024_05 FETT	TRASH BAGS	06/01/2024	128.44	128.44	06/10/2024
3184	MASTERCARD	2024_05 FETT	BINDERS	06/01/2024	70.79	70.79	06/10/2024
3184	MASTERCARD	2024_05 FETT	OFFICE SUPPLIES	06/01/2024	44.14	44.14	06/10/2024
3184	MASTERCARD	2024_05 FETT	OFFICE SUPPLIES	06/01/2024	32.89	32.89	06/10/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2024_05 FETT	OFFICE SUPPLIES	06/01/2024	68.43	68.43	06/10/2024
3184	MASTERCARD	2024_05 GAG	Monthly Subscription	06/01/2024	60.00	60.00	06/10/2024
3184	MASTERCARD	2024_05 GAG	GOSCOMA Hotel	06/01/2024	332.07	332.07	06/10/2024
3184	MASTERCARD	2024_05 GAG	Monthly Subscription	06/01/2024	60.00	60.00	06/10/2024
3184	MASTERCARD	2024_05 GAG	GOSCOMA Meal	06/01/2024	20.00	20.00	06/10/2024
3184	MASTERCARD	2024_05 GAG	Monthly Subscription	06/01/2024	40.00	40.00	06/10/2024
3184	MASTERCARD	2024_05 GAG	Parking Signs	06/01/2024	2,383.21	2,383.21	06/10/2024
3184	MASTERCARD	2024_05 GAG	Monthly Subscription	06/01/2024	60.00	60.00	06/10/2024
3184	MASTERCARD	2024_05 GAG	Monthly Subscription	06/01/2024	20.00	20.00	06/10/2024
3184	MASTERCARD	2024_05 GAG	Employee Recognition	06/01/2024	82.92	82.92	06/10/2024
3184	MASTERCARD	2024_05 GAG	Employee Recognition	06/01/2024	100.00	100.00	06/10/2024
3184	MASTERCARD	2024_05 GILB	PR - Trout Derby	06/01/2024	181.00	181.00	06/10/2024
3184	MASTERCARD	2024_05 GILB	Training - Car Seat Tech P.S.	06/01/2024	55.00	55.00	06/10/2024
3184	MASTERCARD	2024_05 GLAS	Refund - Office Chair	06/01/2024	1,300.00	1,300.00	06/10/2024
3184	MASTERCARD	2024_05 GLAS	Fax	06/01/2024	34.99	34.99	06/10/2024
3184	MASTERCARD	2024_05 GLAS	Transaction Fee	06/01/2024	.31	.31	06/10/2024
3184	MASTERCARD	2024_05 GLAS	Toner Cartridge	06/01/2024	737.34	737.34	06/10/2024
3184	MASTERCARD	2024_05 GRA	postage to 51503	06/01/2024	3.92	3.92	06/10/2024
3184	MASTERCARD	2024_05 GRA	books	06/01/2024	122.34	122.34	06/10/2024
3184	MASTERCARD	2024_05 GRA	SRP supplies	06/01/2024	58.83	58.83	06/10/2024
3184	MASTERCARD	2024_05 GRA	13 books	06/01/2024	270.36	270.36	06/10/2024
3184	MASTERCARD	2024_05 GRA	postage to 72204, 80033	06/01/2024	9.24	9.24	06/10/2024
3184	MASTERCARD	2024_05 GRA	keys, tape	06/01/2024	19.98	19.98	06/10/2024
3184	MASTERCARD	2024_05 GRA	postage to 80210, 97230	06/01/2024	9.94	9.94	06/10/2024
3184	MASTERCARD	2024_05 GRA	subscription	06/01/2024	25.00	25.00	06/10/2024
3184	MASTERCARD	2024_05 GRA	subscription	06/01/2024	319.00	319.00	06/10/2024
3184	MASTERCARD	2024_05 GRA	postage to 98027, 60091, 70112,	06/01/2024	17.08	17.08	06/10/2024
3184	MASTERCARD	2024_05 GRA	subscription	06/01/2024	33.97	33.97	06/10/2024
3184	MASTERCARD	2024_05 GRA	postage to 14778, 14203	06/01/2024	9.94	9.94	06/10/2024
3184	MASTERCARD	2024_05 GRA	1 book	06/01/2024	14.55	14.55	06/10/2024
3184	MASTERCARD	2024_05 GRA	fuel	06/01/2024	60.02	60.02	06/10/2024
3184	MASTERCARD	2024_05 GRA	postage to 58506, 83709, 51503,	06/01/2024	15.68	15.68	06/10/2024
3184	MASTERCARD	2024_05 GRA	postage to 07043	06/01/2024	3.92	3.92	06/10/2024
3184	MASTERCARD	2024_05 GRA	postage to 35203, 91106	06/01/2024	10.64	10.64	06/10/2024
3184	MASTERCARD	2024_05 GRA	2 books	06/01/2024	39.20	39.20	06/10/2024
3184	MASTERCARD	2024_05 GRA	1 ream paper	06/01/2024	42.99	42.99	06/10/2024
3184	MASTERCARD	2024_05 GRA	8 books	06/01/2024	133.60	133.60	06/10/2024
3184	MASTERCARD	2024_05 GRA	1 ream paper	06/01/2024	42.99	42.99	06/10/2024
3184	MASTERCARD	2024_05 GRA	postage to 62040, 80631, 60517,	06/01/2024	34.86	34.86	06/10/2024
3184	MASTERCARD	2024_05 GRA	subscription	06/01/2024	116.97	116.97	06/10/2024
3184	MASTERCARD	2024_05 GRA	2-year subscription	06/01/2024	43.00	43.00	06/10/2024
3184	MASTERCARD	2024_05 GRA	2 books	06/01/2024	17.18	17.18	06/10/2024
3184	MASTERCARD	2024_05 GRA	8 books	06/01/2024	159.96	159.96	06/10/2024
3184	MASTERCARD	2024_05 HAPP	postage	06/01/2024	272.00	272.00	06/10/2024
3184	MASTERCARD	2024_05 HAPP	cloud storage for court	06/01/2024	.99	.99	06/10/2024
3184	MASTERCARD	2024_05 HAR	Coffee carafe	06/01/2024	26.77	26.77	06/10/2024
3184	MASTERCARD	2024_05 HAR	SRO Course - Buckley	06/01/2024	550.00	550.00	06/10/2024
3184	MASTERCARD	2024_05 HOFF	Viper UPS	06/01/2024	1,645.90	1,645.90	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Operating Supplies	06/01/2024	37.19	37.19	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Operating Supplies	06/01/2024	37.19	37.19	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Operating Supplies	06/01/2024	37.20	37.20	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Operating Supplies	06/01/2024	37.20	37.20	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Quarterly Safety Committee Meeti	06/01/2024	9.92	9.92	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Quarterly Safety Committee Meeti	06/01/2024	9.92	9.92	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Quarterly Safety Committee Meeti	06/01/2024	9.92	9.92	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Operating Supplies- Safety/Med.	06/01/2024	13.89	13.89	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Operating Supplies- Safety/Med.	06/01/2024	87.56	87.56	06/10/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2024_05 KINNI	Operating Supplies	06/01/2024	37.20	37.20	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Operating Supplies	06/01/2024	35.84	35.84	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Operating Supplies	06/01/2024	35.84	35.84	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Operating Supplies	06/01/2024	35.83	35.83	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Quarterly Safety Committee Meeti	06/01/2024	9.92	9.92	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Quarterly Safety Committee Meeti	06/01/2024	9.91	9.91	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Quarterly Safety Committee Meeti	06/01/2024	9.91	9.91	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Operating Supplies	06/01/2024	7.61	7.61	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Operating Supplies	06/01/2024	7.61	7.61	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Operating Supplies	06/01/2024	7.62	7.62	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Operating Supplies	06/01/2024	7.62	7.62	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Operating Supplies	06/01/2024	35.84	35.84	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Operating Supplies	06/01/2024	35.84	35.84	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Office supplies	06/01/2024	24.49	24.49	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Office supplies	06/01/2024	24.49	24.49	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Office supplies	06/01/2024	24.48	24.48	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Office supplies	06/01/2024	24.48	24.48	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Subscription Services	06/01/2024	56.59	56.59	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Operating Supplies	06/01/2024	7.62	7.62	06/10/2024
3184	MASTERCARD	2024_05 KINNI	Office supplies	06/01/2024	24.49	24.49	06/10/2024
3184	MASTERCARD	2024_05 PIER	Rescue Equipment	06/01/2024	93.76	93.76	06/10/2024
3184	MASTERCARD	2024_05 PIER	Rescue Equipment	06/01/2024	124.00	124.00	06/10/2024
3184	MASTERCARD	2024_05 PIER	Rescue Equipment	06/01/2024	57.95	57.95	06/10/2024
3184	MASTERCARD	2024_05 PURK	Lodging - Clerks Conference	06/01/2024	145.41	145.41	06/10/2024
3184	MASTERCARD	2024_05 PURK	Lodging - Clerks Conference	06/01/2024	145.42	145.42	06/10/2024
3184	MASTERCARD	2024_05 PURK	Lodging - Clerks Conference	06/01/2024	436.24	436.24	06/10/2024
3184	MASTERCARD	2024_05 PURK	Meals - Clerks Conference	06/01/2024	9.34	9.34	06/10/2024
3184	MASTERCARD	2024_05 PURK	Meals - Clerks Conference	06/01/2024	9.33	9.33	06/10/2024
3184	MASTERCARD	2024_05 PURK	Refund Deposit - Clerks conferen	06/01/2024	32.67-	32.67-	06/10/2024
3184	MASTERCARD	2024_05 PURK	Refund Deposit - Clerks conferen	06/01/2024	32.67-	32.67-	06/10/2024
3184	MASTERCARD	2024_05 PURK	Refund Deposit - Clerks conferen	06/01/2024	32.66-	32.66-	06/10/2024
3184	MASTERCARD	2024_05 PURK	Lodging - Clerks Conference	06/01/2024	145.41	145.41	06/10/2024
3184	MASTERCARD	2024_05 PURK	Meals - Clerks Conference	06/01/2024	34.00	34.00	06/10/2024
3184	MASTERCARD	2024_05 PURK	Meals - Clerks Conference	06/01/2024	11.33	11.33	06/10/2024
3184	MASTERCARD	2024_05 PURK	Meals - Clerks Conference	06/01/2024	11.33	11.33	06/10/2024
3184	MASTERCARD	2024_05 PURK	Meals - Clerks Conference	06/01/2024	11.34	11.34	06/10/2024
3184	MASTERCARD	2024_05 PURK	Meals - Clerks Conference	06/01/2024	28.00	28.00	06/10/2024
3184	MASTERCARD	2024_05 PURK	Meals - Clerks Conference	06/01/2024	9.33	9.33	06/10/2024
3184	MASTERCARD	2024_05 PURK	Medwrite	06/01/2024	5,149.83	5,149.83	06/10/2024
3184	MASTERCARD	2024_05 PURK	Meals - Clerks Conference	06/01/2024	26.50	26.50	06/10/2024
3184	MASTERCARD	2024_05 PURK	Meals - Clerks Conference	06/01/2024	8.84	8.84	06/10/2024
3184	MASTERCARD	2024_05 PURK	Meals - Clerks Conference	06/01/2024	8.83	8.83	06/10/2024
3184	MASTERCARD	2024_05 PURK	Meals - Clerks Conference	06/01/2024	8.83	8.83	06/10/2024
3184	MASTERCARD	2024_05 RUBI	Stickers for Helen/Code Enforcem	06/01/2024	20.34	20.34	06/10/2024
3184	MASTERCARD	2024_05 RUBI	Gift Cards for Employee Summer	06/01/2024	20.00	20.00	06/10/2024
3184	MASTERCARD	2024_05 RUBI	Gift Cards for Employee Summer	06/01/2024	20.00	20.00	06/10/2024
3184	MASTERCARD	2024_05 RUBI	Gift Cards for Employee Summer	06/01/2024	20.00	20.00	06/10/2024
3184	MASTERCARD	2024_05 RUBI	Leadership Meeting Snacks	06/01/2024	28.66	28.66	06/10/2024
3184	MASTERCARD	2024_05 RUBI	Finance Training	06/01/2024	1,454.53	1,454.53	06/10/2024
3184	MASTERCARD	2024_05 RUBI	Colored Paper for HR/Benefit Mee	06/01/2024	32.44	32.44	06/10/2024
3184	MASTERCARD	2024_05 RUBI	Coffee - Cari / Mark Allen - Benefit	06/01/2024	11.25	11.25	06/10/2024
3184	MASTERCARD	2024_05 RUBI	Coffee - Margaruite Holbrook - Be	06/01/2024	2.95	2.95	06/10/2024
3184	MASTERCARD	2024_05 RUBI	Missing Receipt - Lunch for Cari R	06/01/2024	53.85	53.85	06/10/2024
3184	MASTERCARD	2024_05 SEVE	Training_online courses	06/01/2024	154.85	154.85	06/10/2024
3184	MASTERCARD	2024_05 SEVE	Training_MAP conference	06/01/2024	250.00	250.00	06/10/2024
3184	MASTERCARD	2024_05 SEVE	Historic Survey Consultant mail	06/01/2024	29.18	29.18	06/10/2024
3184	MASTERCARD	2024_05 SKAG	CPO Training- Dennis Berglin	06/01/2024	410.80	410.80	06/10/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2024_05 SKAG	Operating Supplies- Park bathroo	06/01/2024	190.00	190.00	06/10/2024
3184	MASTERCARD	2024_05 SKAG	Operating Supplies- No-Spill cans	06/01/2024	11.98	11.98	06/10/2024
3184	MASTERCARD	2024_05 SKAG	Operating Supplies- bottled water	06/01/2024	3.49	3.49	06/10/2024
3184	MASTERCARD	2024_05 SKAG	Operating Supplies- Paper towels	06/01/2024	53.61	53.61	06/10/2024
3184	MASTERCARD	2024_05 SKAG	Operating Supplies-	06/01/2024	67.48	67.48	06/10/2024
3184	MASTERCARD	2024_05 SKAG	Operating Supplies- Parks Dept.	06/01/2024	110.00	110.00	06/10/2024
3184	MASTERCARD	2024_05 SKAG	Operating Supplies- Parks Dept.	06/01/2024	294.30	294.30	06/10/2024
3184	MASTERCARD	2024_05 STOR	Operating Supplies- 10 AMG Stra	06/01/2024	1,188.00	1,188.00	06/10/2024
3184	MASTERCARD	2024_05 STOR	Operating Supplies- Inlet Hood	06/01/2024	72.96	72.96	06/10/2024
3184	MASTERCARD	2024_05 STOR	Operating Supplies- No parking si	06/01/2024	1,836.18	1,836.18	06/10/2024
3184	MASTERCARD	2024_05 TARR	Buckets	06/01/2024	9.98	9.98	06/10/2024
3184	MASTERCARD	2024_05 TARR	Storage Container Baseball	06/01/2024	179.99	179.99	06/10/2024
3184	MASTERCARD	2024_05 TARR	Advertising	06/01/2024	168.00	168.00	06/10/2024
3184	MASTERCARD	2024_05 TARR	Advertising	06/01/2024	12.00	12.00	06/10/2024
3184	MASTERCARD	2024_05 TARR	Office / Activity Supplies	06/01/2024	248.55	248.55	06/10/2024
3184	MASTERCARD	2024_05 TARR	Thank you gifts for volunteers	06/01/2024	3.98	3.98	06/10/2024
3184	MASTERCARD	2024_05 TARR	Thank you gifts for volunteers	06/01/2024	48.22	48.22	06/10/2024
3184	MASTERCARD	2024_05 TARR	Water Cooler Pool House	06/01/2024	94.04	94.04	06/10/2024
3184	MASTERCARD	2024_05 TARR	Advertising - Summer Programs	06/01/2024	114.25	114.25	06/10/2024
3184	MASTERCARD	2024_05 TARR	Swim Instructor Training Curriculu	06/01/2024	100.00	100.00	06/10/2024
3184	MASTERCARD	2024_05 TARR	Mobile Rec Signs	06/01/2024	120.71	120.71	06/10/2024
3184	MASTERCARD	2024_05 TARR	Communication Tool	06/01/2024	3.24	3.24	06/10/2024
3184	MASTERCARD	2024_05 TIDW	Operating supplies	06/01/2024	95.89	95.89	06/10/2024
3184	MASTERCARD	2024_05 TIDW	Opererating Supplies	06/01/2024	210.34	210.34	06/10/2024
3184	MASTERCARD	2024_05 TIDW	Operating supplies	06/01/2024	1,854.70	1,854.70	06/10/2024
3184	MASTERCARD	2024_05 TIDW	Operating supplies	06/01/2024	21.64	21.64	06/10/2024
3184	MASTERCARD	2024_05 TIDW	Operating supplies	06/01/2024	51.98	51.98	06/10/2024
3184	MASTERCARD	2024_05 TIDW	Operating supplies	06/01/2024	49.36	49.36	06/10/2024
3184	MASTERCARD	2024_05 TIDW	Operating supplies	06/01/2024	17.99	17.99	06/10/2024
3184	MASTERCARD	2024_05 TIDW	Operating supplies	06/01/2024	10.82	10.82	06/10/2024
3184	MASTERCARD	2024_05 TIDW	Operating supplies- discount	06/01/2024	8.77-	8.77-	06/10/2024
3184	MASTERCARD	2024_05 TIDW	Operating supplies- Hose Coolant	06/01/2024	240.27	240.27	06/10/2024
3184	MASTERCARD	2024_05 TIDW	Operating supplies- UV Lamp	06/01/2024	2,159.50	2,159.50	06/10/2024
3184	MASTERCARD	2024_05 TIDW	Operating supplies	06/01/2024	51.96	51.96	06/10/2024
3184	MASTERCARD	2024_05 TOW	Refund- Frost free hydrant-RV Du	06/01/2024	1,749.30-	1,749.30-	06/10/2024
3184	MASTERCARD	2024_05 TOW	DOT Physical-Borgerding	06/01/2024	100.00	100.00	06/10/2024
3184	MASTERCARD	2024_05 TOW	Frost Free RV Dump Sanitation sy	06/01/2024	1,410.76	1,410.76	06/10/2024
3184	MASTERCARD	2024_05 TOW	RV Dump Signage	06/01/2024	32.15	32.15	06/10/2024
3184	MASTERCARD	2024_05 TOW	Frost free hydrant-RV Dump Stati	06/01/2024	1,749.30	1,749.30	06/10/2024
3184	MASTERCARD	2024_05 TOW	RV Dump Signage	06/01/2024	84.11	84.11	06/10/2024
3184	MASTERCARD	2024_05 TOW	RV Dump Signage	06/01/2024	56.70	56.70	06/10/2024

Total MASTERCARD:

32,878.59 32,878.59

MISC

99999	MISC	2024.7.11	REFUND OVERPAYMENT	07/11/2024	70.00	70.00	07/11/2024
99999	MISC	2024.7.12.1	JURY DUTY	07/12/2024	12.00	12.00	07/24/2024
99999	MISC	2024.7.12.10	JURY DUTY	07/12/2024	12.00	12.00	07/24/2024
99999	MISC	2024.7.12.11	JURY DUTY	07/12/2024	12.00	12.00	07/24/2024
99999	MISC	2024.7.12.12	JURY DUTY	07/12/2024	12.00	12.00	07/24/2024
99999	MISC	2024.7.12.13	JURY DUTY	07/12/2024	12.00	12.00	07/24/2024
99999	MISC	2024.7.12.14	JURY DUTY	07/12/2024	25.00	25.00	07/24/2024
99999	MISC	2024.7.12.15	JURY DUTY	07/12/2024	25.00	25.00	07/24/2024
99999	MISC	2024.7.12.16	JURY DUTY	07/12/2024	25.00	25.00	07/24/2024
99999	MISC	2024.7.12.17	JURY DUTY	07/12/2024	25.00	25.00	07/24/2024
99999	MISC	2024.7.12.18	JURY DUTY	07/12/2024	25.00	25.00	07/24/2024
99999	MISC	2024.7.12.19	JURY DUTY	07/12/2024	25.00	25.00	07/24/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
99999	MISC	2024.7.12.2	JURY DUTY	07/12/2024	12.00	12.00	07/24/2024
99999	MISC	2024.7.12.3	JURY DUTY	07/12/2024	12.00	12.00	07/24/2024
99999	MISC	2024.7.12.4	JURY DUTY	07/12/2024	12.00	12.00	07/24/2024
99999	MISC	2024.7.12.5	JURY DUTY	07/12/2024	12.00	12.00	07/24/2024
99999	MISC	2024.7.12.6	JURY DUTY	07/12/2024	12.00	12.00	07/24/2024
99999	MISC	2024.7.12.7	JURY DUTY	07/12/2024	12.00	12.00	07/24/2024
99999	MISC	2024.7.12.8	JURY DUTY	07/12/2024	12.00	12.00	07/24/2024
99999	MISC	2024.7.12.9	JURY DUTY	07/12/2024	12.00	12.00	07/24/2024
99999	MISC	65978969	DEPOSIT REFUND	02/27/2024	95.00	95.00	07/31/2024
99999	MISC	74412798	Refund facility deposit	07/17/2024	100.00	100.00	07/31/2024
99999	MISC	TK2015-0293.2	RESTITUTION	07/11/2024	100.00	100.00	07/11/2024
99999	MISC	TK2024-0067	Bond Refund	07/11/2024	820.00	820.00	07/11/2024
Total MISC:					1,491.00	1,491.00	
MJC & MCCA							
10000	MJC & MCCA	2024.7.8	MUNICIPAL COURT CLERK-DEN	07/08/2024	50.00	50.00	07/24/2024
Total MJC & MCCA:					50.00	50.00	
MMIA							
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	1,656.12	1,656.12	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	5,025.11	5,025.11	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	71.76	71.76	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	20,320.61	20,320.61	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	44.01	44.01	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	60,796.92	60,796.92	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	4,010.70	4,010.70	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	2,871.89	2,871.89	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	6,408.16	6,408.16	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	6,156.24	6,156.24	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	787.50	787.50	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	157.50	157.50	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	88.73	88.73	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	1,095.24	1,095.24	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	6,552.20	6,552.20	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	9,007.20	9,007.20	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	1,688.05	1,688.05	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	3,233.31	3,233.31	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	7,988.48	7,988.48	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	165.95	165.95	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	111.35	111.35	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	3,631.55	3,631.55	07/24/2024
278	MMIA	24/25 PROPER	24/25 PROPERTY PROGRAM	07/01/2024	1,983.92	1,983.92	07/24/2024
Total MMIA:					143,852.50	143,852.50	
MMIA - LIABILITY PROGRAM							
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	2,748.58	2,748.58	07/24/2024
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	5,035.77	5,035.77	07/24/2024
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	10,829.62	10,829.62	07/24/2024
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	8,497.13	8,497.13	07/24/2024
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	5,396.70	5,396.70	07/24/2024
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	5,382.58	5,382.58	07/24/2024
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	30,988.81	30,988.81	07/24/2024
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	53,501.49	53,501.49	07/24/2024
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	2,667.02	2,667.02	07/24/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	2,673.04	2,673.04	07/24/2024
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	31,126.36	31,126.36	07/24/2024
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	22,620.98	22,620.98	07/24/2024
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	22,506.65	22,506.65	07/24/2024
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	30,780.79	30,780.79	07/24/2024
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	12,307.75	12,307.75	07/24/2024
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	54,777.30	54,777.30	07/24/2024
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	49,189.40	49,189.40	07/24/2024
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	8,663.34	8,663.34	07/24/2024
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	16,597.25	16,597.25	07/24/2024
2727	MMIA - LIABILITY PROGRAM	2024/2025	24/25 LIABILITY INVOICE	07/01/2024	7,548.44	7,548.44	07/24/2024
Total MMIA - LIABILITY PROGRAM:					383,839.00	383,839.00	
MONTANA AIR CARTAGE							
3808	MONTANA AIR CARTAGE	LVQ63024	Courier CONTRACT	06/30/2024	272.25	272.25	07/24/2024
Total MONTANA AIR CARTAGE:					272.25	272.25	
MONTANA HISTORICAL SOCIETY							
10002	MONTANA HISTORICAL SOCIET	LIB25-001	LIVINGSTON ENTERPRISE	07/01/2024	65.00	65.00	07/24/2024
Total MONTANA HISTORICAL SOCIETY:					65.00	65.00	
MONTANA LAW ENFORCEMENT ACADEM							
925	MONTANA LAW ENFORCEMENT	24225	Lodging and meals	07/12/2024	3,240.00	3,240.00	07/24/2024
Total MONTANA LAW ENFORCEMENT ACADEM:					3,240.00	3,240.00	
MOUNTAIN FRESH CLEANING							
10005	MOUNTAIN FRESH CLEANING	FB0000117	JANITORIAL SERVICES	07/29/2024	2,800.00	2,800.00	07/31/2024
Total MOUNTAIN FRESH CLEANING:					2,800.00	2,800.00	
MSU EXTENSION SERVICE							
3275	MSU EXTENSION SERVICE	32	ECONOMIC & COMMUNITY DEV	07/19/2024	4,065.79	4,065.79	07/24/2024
Total MSU EXTENSION SERVICE:					4,065.79	4,065.79	
MURDOCH'S RANCH & HOME SUPPLY							
3688	MURDOCH'S RANCH & HOME S	370306142423	UTILITY JUG	06/14/2024	89.96	89.96	07/11/2024
3688	MURDOCH'S RANCH & HOME S	370306202433	TOOLS	06/20/2024	184.92	184.92	07/11/2024
3688	MURDOCH'S RANCH & HOME S	370366122419	POLY TWIST	06/12/2024	53.97	53.97	07/11/2024
3688	MURDOCH'S RANCH & HOME S	370406032435	GLOVES	06/03/2024	19.98	19.98	07/11/2024
3688	MURDOCH'S RANCH & HOME S	370506052462	IRRIGATION	06/05/2024	479.95	479.95	07/11/2024
3688	MURDOCH'S RANCH & HOME S	370506122469	TOOLS	06/12/2024	524.22	524.22	07/11/2024
3688	MURDOCH'S RANCH & HOME S	370606042408	POLY ROPE	06/04/2024	78.00	78.00	07/11/2024
3688	MURDOCH'S RANCH & HOME S	370607022447	HOSE MENDER	07/02/2024	4.00	4.00	07/11/2024
3688	MURDOCH'S RANCH & HOME S	370806052404	YELLOW POLY	06/05/2024	31.98	31.98	07/11/2024
3688	MURDOCH'S RANCH & HOME S	377062124118	ZERO PRO	06/21/2024	79.99	79.99	07/11/2024
3688	MURDOCH'S RANCH & HOME S	RE3708060524	WALKERS CLOAK	06/05/2024	20.00-	20.00-	07/11/2024
Total MURDOCH'S RANCH & HOME SUPPLY:					1,526.97	1,526.97	
NORMONT EQUIPMENT							
12	NORMONT EQUIPMENT	32050	DELINEATOR ARROW TOP	06/28/2024	2,774.00	2,774.00	07/24/2024
12	NORMONT EQUIPMENT	32051	RUBBER SIGN STAND	06/28/2024	3,917.00	3,917.00	07/24/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
12	NORMONT EQUIPMENT	32052	LEWIS ST BIKE ROUTE	07/01/2024	4,462.28	4,462.28	07/31/2024
12	NORMONT EQUIPMENT	32052	LEWIS ST BIKE ROUTE	07/01/2024	3,596.47	3,596.47	07/31/2024
12	NORMONT EQUIPMENT	32053	SHOVEL	06/28/2024	456.00	456.00	07/24/2024
Total NORMONT EQUIPMENT:					15,205.75	15,205.75	

NORTHWESTERN ENERGY

151	NORTHWESTERN ENERGY	0107897-1 202	228 W CALLENDER	07/10/2024	856.26	856.26	07/24/2024
151	NORTHWESTERN ENERGY	0708370-2 202	8th & Park Sprinklers	06/20/2024	6.45	6.45	07/11/2024
151	NORTHWESTERN ENERGY	0708370-2 202	8th & Park Sprinklers	06/20/2024	6.59	6.59	07/31/2024
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	07/15/2024	150.88	150.88	07/24/2024
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	07/15/2024	150.88	150.88	07/24/2024
151	NORTHWESTERN ENERGY	0709794-2 202	WRF 316 Bennett	07/15/2024	249.41	249.41	07/24/2024
151	NORTHWESTERN ENERGY	0709796-7 202	97 View Vista Drive	07/15/2024	6.00	6.00	07/24/2024
151	NORTHWESTERN ENERGY	0709869-2 202	Carol Lane	07/15/2024	122.97	122.97	07/24/2024
151	NORTHWESTERN ENERGY	0709870-0 202	G Street Park - 422 S G	07/15/2024	73.42	73.42	07/24/2024
151	NORTHWESTERN ENERGY	0709871-8 202	Star Addition - Lights	07/15/2024	284.06	284.06	07/24/2024
151	NORTHWESTERN ENERGY	0709873-4 202	800 W Cambridge - Pump Station	07/15/2024	26.06	26.06	07/24/2024
151	NORTHWESTERN ENERGY	0709874-2 202	Werner Addition Pump	07/15/2024	231.25	231.25	07/24/2024
151	NORTHWESTERN ENERGY	0709875-9 202	900 River Drive Pump	07/15/2024	4,011.48	4,011.48	07/24/2024
151	NORTHWESTERN ENERGY	0709876-7 202	132 South B Street - B St Well	07/15/2024	2,134.24	2,134.24	07/24/2024
151	NORTHWESTERN ENERGY	0709877-5 202	200 E Reservoir (north side hill)	06/20/2024	889.00	889.00	07/11/2024
151	NORTHWESTERN ENERGY	0709877-5 202	200 E Reservoir (north side hill)	06/20/2024	1,603.80	1,603.80	07/31/2024
151	NORTHWESTERN ENERGY	0709878-3 202	227 River Drive - Concessions sta	07/15/2024	27.64	27.64	07/24/2024
151	NORTHWESTERN ENERGY	0709879-1 202	227 River Drive - Softball Field	07/15/2024	92.85	92.85	07/24/2024
151	NORTHWESTERN ENERGY	0709880-9 202	200 River Drive - Pool	06/20/2024	1,015.48	1,015.48	07/11/2024
151	NORTHWESTERN ENERGY	0709880-9 202	200 River Drive - Pool	06/20/2024	3,375.28	3,375.28	07/31/2024
151	NORTHWESTERN ENERGY	0709881-7 202	229 River Drive - Civic Center	06/20/2024	841.57	841.57	07/11/2024
151	NORTHWESTERN ENERGY	0709881-7 202	229 River Drive - Civic Center	06/20/2024	495.83	495.83	07/31/2024
151	NORTHWESTERN ENERGY	0709882-5 202	229 River Drive - Pump Civic Cent	06/20/2024	.00	.00	
151	NORTHWESTERN ENERGY	0709882-5 202	229 River Drive - Pump Civic Cent	06/20/2024	.00	.00	
151	NORTHWESTERN ENERGY	0709891-6 202	15 Fleshman Creek-Cemetery Wo	07/15/2024	.00	.00	
151	NORTHWESTERN ENERGY	0709892-4 202	40 Water Tower Avenue	07/15/2024	.00	.00	
151	NORTHWESTERN ENERGY	0709894-0 202	56 Water Tower	07/15/2024	443.38	443.38	07/24/2024
151	NORTHWESTERN ENERGY	0709914-6 202	1011 River Dr - Edge Water Sewe	07/15/2024	16.78	16.78	07/24/2024
151	NORTHWESTERN ENERGY	0719058-0 202	3 Rogers Lane Lift Station	07/15/2024	136.52	136.52	07/24/2024
151	NORTHWESTERN ENERGY	0719271-9 202	601 Robin Lane - Well	06/20/2024	2,327.29	2,327.29	07/11/2024
151	NORTHWESTERN ENERGY	0719271-9 202	601 Robin Lane - Well	06/20/2024	2,821.82	2,821.82	07/31/2024
151	NORTHWESTERN ENERGY	0719272-7 202	4 Billman Lane - Well	06/20/2024	2,179.61	2,179.61	07/11/2024
151	NORTHWESTERN ENERGY	0719272-7 202	4 Billman Lane - Well	06/20/2024	2,540.13	2,540.13	07/31/2024
151	NORTHWESTERN ENERGY	0719358-4 202	Street Lights - Livingston	06/20/2024	2,585.99	2,585.99	07/11/2024
151	NORTHWESTERN ENERGY	0719358-4 202	Street Lights - Livingston	06/20/2024	2,582.02	2,582.02	07/31/2024
151	NORTHWESTERN ENERGY	0719373-3 202	229 River Drive	06/20/2024	10.79	10.79	07/11/2024
151	NORTHWESTERN ENERGY	0719373-3 202	229 River Drive	06/20/2024	12.13	12.13	07/31/2024
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	07/15/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	07/15/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	07/15/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720113-0 202	229 River Drive - CC Building	06/20/2024	77.14	77.14	07/11/2024
151	NORTHWESTERN ENERGY	0720113-0 202	229 River Drive - CC Building	06/20/2024	54.06	54.06	07/31/2024
151	NORTHWESTERN ENERGY	0720122-1 202	400 North M	06/20/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720122-1 202	400 North M	06/20/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720176-7 202	Weimer Park	07/15/2024	46.87	46.87	07/24/2024
151	NORTHWESTERN ENERGY	0802599-1 202	608 W Chinook	06/20/2024	37.79	37.79	07/11/2024
151	NORTHWESTERN ENERGY	0802599-1 202	608 W Chinook	06/20/2024	33.70	33.70	07/31/2024
151	NORTHWESTERN ENERGY	0933715-5 202	710 W Callender	06/20/2024	23.08	23.08	07/11/2024
151	NORTHWESTERN ENERGY	0933715-5 202	710 W Callender	06/20/2024	20.73	20.73	07/31/2024
151	NORTHWESTERN ENERGY	1134866-1 202	N 2nd & Montana & Chinook	07/15/2024	33.80	33.80	07/24/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	1134879-4 202	N 7th & Montana & Chinook	07/15/2024	18.52	18.52	07/24/2024
151	NORTHWESTERN ENERGY	1155965-5 202	229 River Drive	07/15/2024	17.78	17.78	07/24/2024
151	NORTHWESTERN ENERGY	1290352-2 202	School Flasher Park & 13th	07/15/2024	8.72	8.72	07/24/2024
151	NORTHWESTERN ENERGY	1441030-2 202	D & Geyser Well House	07/15/2024	2,089.95	2,089.95	07/24/2024
151	NORTHWESTERN ENERGY	1452951-5 202	Starlow on Monroe	07/15/2024	193.77	193.77	07/24/2024
151	NORTHWESTERN ENERGY	1493850-0 202	412 W Callender	07/15/2024	29.87	29.87	07/24/2024
151	NORTHWESTERN ENERGY	1498936-2 202	I90 & 89S-ing	07/15/2024	6.29	6.29	07/24/2024
151	NORTHWESTERN ENERGY	1594141-2 202	9th & 10th Lift Station	07/15/2024	37.78	37.78	07/24/2024
151	NORTHWESTERN ENERGY	1613803-4 202	M & N on Callender	07/15/2024	30.66	30.66	07/24/2024
151	NORTHWESTERN ENERGY	1728687-3 202	Transfer Station 408 Bennett Stre	07/15/2024	335.44	335.44	07/24/2024
151	NORTHWESTERN ENERGY	1747570-8 202	D & E on Callender	07/15/2024	18.58	18.58	07/24/2024
151	NORTHWESTERN ENERGY	1747572-4 202	F & G on Callender	07/15/2024	.00	.00	
151	NORTHWESTERN ENERGY	1893530-4 202	600 W Park	07/15/2024	38.50	38.50	07/24/2024
151	NORTHWESTERN ENERGY	1893536-1 202	E Street & Alley	07/15/2024	.00	.00	
151	NORTHWESTERN ENERGY	1893541-1 202	18 W Park	07/15/2024	54.07	54.07	07/24/2024
151	NORTHWESTERN ENERGY	1906055-7 202	815 North 13th - Soccer Fields (Irr	07/15/2024	.00	.00	
151	NORTHWESTERN ENERGY	2023479-5 202	900 W Geyser Street School Light	07/15/2024	6.45	6.45	07/24/2024
151	NORTHWESTERN ENERGY	2023484-5 202	1100 W Geyser Street School Lig	07/15/2024	6.59	6.59	07/24/2024
151	NORTHWESTERN ENERGY	2114861-4 202	132 South B Street Lights	07/15/2024	90.94	90.94	07/24/2024
151	NORTHWESTERN ENERGY	2138754-3 202	G Street Park - Mike Webb Park	07/15/2024	514.28	514.28	07/24/2024
151	NORTHWESTERN ENERGY	2171060-3 202	Scale House 408 Bennett Street	07/15/2024	36.00	36.00	07/24/2024
151	NORTHWESTERN ENERGY	3015965-1 202	330 Bennett - Fire Training Center	07/15/2024	38.67	38.67	07/24/2024
151	NORTHWESTERN ENERGY	3093003-6 202	114 West Summit	07/15/2024	14.72	14.72	07/24/2024
151	NORTHWESTERN ENERGY	3093023-4 202	320 North Main	07/15/2024	.00	.00	
151	NORTHWESTERN ENERGY	3093027-5 202	105 West Park	07/15/2024	17.63	17.63	07/24/2024
151	NORTHWESTERN ENERGY	3141997-1 202	C & D on Lewis	07/15/2024	.00	.00	
151	NORTHWESTERN ENERGY	3184602-5 202	202 South 2nd	07/15/2024	13.31	13.31	07/24/2024
151	NORTHWESTERN ENERGY	3210240-2 202	616 River Drive	07/15/2024	7.63	7.63	07/24/2024
151	NORTHWESTERN ENERGY	3258086-2 202	2800 East Park Lift Station	07/15/2024	88.54	88.54	07/24/2024
151	NORTHWESTERN ENERGY	3258262-9 202	320 Alpenglow Lift Station	07/15/2024	129.78	129.78	07/24/2024
151	NORTHWESTERN ENERGY	3267010-1 202	330 Bennett - Compactor	07/15/2024	236.11	236.11	07/24/2024
151	NORTHWESTERN ENERGY	3287727-6 202	320 Alpenglow LN-	07/15/2024	.00	.00	
151	NORTHWESTERN ENERGY	3386783-9 202	Btwn G and H on Clark	07/15/2024	.00	.00	
151	NORTHWESTERN ENERGY	3386845-6 202	Btwn I and K on Callender	07/15/2024	19.04	19.04	07/24/2024
151	NORTHWESTERN ENERGY	3386846-4 202	Btwn 7th and 8th on Summit	07/15/2024	6.95	6.95	07/24/2024
151	NORTHWESTERN ENERGY	3506014-4 202	Brookstone/Elm	07/15/2024	.00	.00	
151	NORTHWESTERN ENERGY	3566038-0 202	114 East Callender	07/15/2024	16.75	16.75	07/24/2024
151	NORTHWESTERN ENERGY	3566039-8 202	115 East Lewis	07/15/2024	13.62	13.62	07/24/2024
151	NORTHWESTERN ENERGY	3585235-9 202	New WRF 316 Bennett	07/15/2024	14,367.63	14,367.63	07/24/2024
151	NORTHWESTERN ENERGY	3643752-3 202	115 East Clark	07/15/2024	.00	.00	
151	NORTHWESTERN ENERGY	3643753-1 202	112 East Clark	07/15/2024	27.81	27.81	07/24/2024
151	NORTHWESTERN ENERGY	3678204-3 202	502 River Dr. Pmp	07/15/2024	333.25	333.25	07/24/2024
151	NORTHWESTERN ENERGY	3725873-8 202	340 Bennett	07/15/2024	33.58	33.58	07/24/2024
151	NORTHWESTERN ENERGY	3753023-5 202	410 Bennett Transfer St Shop	07/15/2024	261.85	261.85	07/24/2024
151	NORTHWESTERN ENERGY	3787060-7 202	Green Acres Lights	07/15/2024	73.08	73.08	07/24/2024
151	NORTHWESTERN ENERGY	3787427-8 202	Green Acres	07/15/2024	221.15	221.15	07/24/2024
151	NORTHWESTERN ENERGY	3828216-6 202	203 W Callender	07/15/2024	.00	.00	
151	NORTHWESTERN ENERGY	3837245-4 202	220 E PARK	07/11/2024	142.81	142.81	07/24/2024
151	NORTHWESTERN ENERGY	3867654-0 202	2222 Willow Dr. Lt A	07/15/2024	27.47	27.47	07/24/2024
151	NORTHWESTERN ENERGY	3913678-3 202	Green Acres Park -	07/15/2024	275.30	275.30	07/24/2024
151	NORTHWESTERN ENERGY	3950711-6 202	Scenic Drive & Sweetgrass Lane	07/15/2024	35.40	35.40	07/24/2024
151	NORTHWESTERN ENERGY	4094896-0 202	207 Antelope Drive Lift Station (Fe	07/15/2024	20.68	20.68	07/24/2024
151	NORTHWESTERN ENERGY	4134094-4 202	200 E Reservoir	07/15/2024	.00	.00	
Total NORTHWESTERN ENERGY:					52,591.98	52,591.98	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
NTOA							
10006	NTOA	112267	MEMBERSHIP RENEWAL	07/24/2024	50.00	50.00	07/31/2024
Total NTOA:					50.00	50.00	
OCLC, INC.							
1560	OCLC, INC.	1000390436	contract services	07/01/2024	1,699.33	1,699.33	07/24/2024
Total OCLC, INC.:					1,699.33	1,699.33	
O'REILLY AUTOMOTIVE, INC							
2437	O'REILLY AUTOMOTIVE, INC	1558-354724	POLISH PAD	06/30/2024	42.49	42.49	07/24/2024
2437	O'REILLY AUTOMOTIVE, INC	1558-357046	BATTERY	07/17/2024	100.27	100.27	07/24/2024
Total O'REILLY AUTOMOTIVE, INC:					142.76	142.76	
PARK COUNTY							
272	PARK COUNTY	2024.6.1	REIMB INTERNET LIBRARY	06/01/2024	316.00	316.00	07/24/2024
272	PARK COUNTY	2024_06	JUNE UTILITIES	06/30/2024	2,454.31	2,454.31	07/24/2024
272	PARK COUNTY	2024_06	ANALOG LINE - LOBBY ELEVAT	06/30/2024	.02	.02	07/24/2024
272	PARK COUNTY	2024_06	WAP INSTALLS	06/30/2024	180.00	180.00	07/24/2024
272	PARK COUNTY	2024_06	IPOSS RENEWAL	06/30/2024	1,125.00	1,125.00	07/24/2024
272	PARK COUNTY	2024_06	IT CITY PORTION - JUN	06/30/2024	378.61	378.61	07/24/2024
272	PARK COUNTY	2024_06	VIDEO CONF - JUN	06/30/2024	89.55	89.55	07/24/2024
272	PARK COUNTY	2024_06	STANDARD PHONE - JUN	06/30/2024	63.93	63.93	07/24/2024
272	PARK COUNTY	2024_06	VIDEO CONF - MAY	06/30/2024	89.55	89.55	07/24/2024
272	PARK COUNTY	2024_06	STANDARD PHONE - MAY	06/30/2024	65.38	65.38	07/24/2024
272	PARK COUNTY	2024_06	IT CITY PORTION - MAY	06/30/2024	378.61	378.61	07/24/2024
272	PARK COUNTY	2024_06	RECYCLING	06/30/2024	92.50	92.50	07/24/2024
272	PARK COUNTY	2024_06	INCIDENT RESPONSE PLAN DV	06/30/2024	395.00	395.00	07/24/2024
272	PARK COUNTY	2024_06	CITY SHARE	06/30/2024	117.85	117.85	07/24/2024
272	PARK COUNTY	2024_06	REMOTE MANAGMENT & PLAT	06/30/2024	273.68	273.68	07/24/2024
272	PARK COUNTY	2024_06	REMOTE MANAGMENT & PLAT	06/30/2024	273.68	273.68	07/24/2024
272	PARK COUNTY	2024_06	VMWARE	06/30/2024	4,860.56	4,860.56	07/24/2024
272	PARK COUNTY	2024_06	HANDICAP PARKING SIGNS	06/30/2024	37.60	37.60	07/24/2024
272	PARK COUNTY	2024_06	JANITORIAL SUPPLIES	06/30/2024	14.79	14.79	07/24/2024
272	PARK COUNTY	2024_06	GRAPHICS CARD	06/30/2024	90.00	90.00	07/24/2024
272	PARK COUNTY	2024_06	HANDICAP PARKING SPOT PAI	06/30/2024	111.00	111.00	07/24/2024
272	PARK COUNTY	2024_06	WIRE REPAIR TO FIRE ALARMS	06/30/2024	561.66	561.66	07/24/2024
272	PARK COUNTY	2024_06	JUNE MOWING	06/30/2024	133.20	133.20	07/24/2024
272	PARK COUNTY	2024_06	MAY MOWING	06/30/2024	99.90	99.90	07/24/2024
272	PARK COUNTY	2024_06	INTERNET - STREET SHOP	06/30/2024	75.39	75.39	07/24/2024
272	PARK COUNTY	2024_06	INTERNET - STREET SHOP	06/30/2024	75.39	75.39	07/24/2024
272	PARK COUNTY	2024_06	INTERNET - PUBLIC WORKS	06/30/2024	192.15	192.15	07/24/2024
272	PARK COUNTY	2024_06	INTERNET - PUBLIC WORKS	06/30/2024	192.16	192.16	07/24/2024
272	PARK COUNTY	2024_06	INTERNET - CIVIC CENTER	06/30/2024	768.61	768.61	07/24/2024
272	PARK COUNTY	2024_06	INTERNET - TRANSFER STATIO	06/30/2024	226.17	226.17	07/24/2024
272	PARK COUNTY	2024_06	INTERNET - POOL	06/30/2024	226.17	226.17	07/24/2024
272	PARK COUNTY	2024_06	INTERNET - STREET SHOP	06/30/2024	75.39	75.39	07/24/2024
272	PARK COUNTY	2024_06	INTERNET - CITY/COUNTY COM	06/30/2024	345.36	345.36	07/24/2024
272	PARK COUNTY	2024_06	INTERNET - CITY HALL	06/30/2024	2,652.51	2,652.51	07/24/2024
272	PARK COUNTY	2024_06	INTERNET - CITY HALL	06/30/2024	827.61	827.61	07/24/2024
272	PARK COUNTY	2024_06	INTERNET - PUBLIC WORKS	06/30/2024	192.15	192.15	07/24/2024
272	PARK COUNTY	2024_06	INTERNET - PUBLIC WORKS	06/30/2024	192.15	192.15	07/24/2024
272	PARK COUNTY	2024_06	GEN DUE FROM CITY OF LIVIN	06/30/2024	2,790.82	2,790.82	07/24/2024
272	PARK COUNTY	2024_06	SPRAY WEEDS CITY/COUNTY	06/30/2024	83.25	83.25	07/24/2024
272	PARK COUNTY	2024_06	SPRAY WEEDS CITY/COUNTY	06/30/2024	144.30	144.30	07/24/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
272	PARK COUNTY	2024_06	CONSULTING	06/30/2024	593.75	593.75	07/24/2024
272	PARK COUNTY	2024_06	WIRELESS UPGRADE	06/30/2024	3,175.00	3,175.00	07/24/2024
272	PARK COUNTY	2024_06	CONSULTING	06/30/2024	787.50	787.50	07/24/2024
272	PARK COUNTY	2024_06	CLEANING CITY/COUNTY COM	06/30/2024	647.50	647.50	07/24/2024
272	PARK COUNTY	2024_06	CLEANING CITY/COUNTY COM	06/30/2024	647.50	647.50	07/24/2024
272	PARK COUNTY	2024_06	JANITORIAL SUPPLIES	06/30/2024	245.98	245.98	07/24/2024
272	PARK COUNTY	2024_06	PARKING SIGN POSTS	06/30/2024	85.33	85.33	07/24/2024
272	PARK COUNTY	2024_06	JUNE-CELL PHONE	06/30/2024	573.43	573.43	07/24/2024
272	PARK COUNTY	2024_06	CITY/COUNTY MATS	06/30/2024	47.13	47.13	07/24/2024
272	PARK COUNTY	2024_06	CITY/COUNTY MATS	06/30/2024	47.13	47.13	07/24/2024
272	PARK COUNTY	2024_06	CITY/COUNTY MATS	06/30/2024	47.34	47.34	07/24/2024
272	PARK COUNTY	2024_06	CITY/COUNTY MATS	06/30/2024	47.34	47.34	07/24/2024
272	PARK COUNTY	2024_06	CITY/COUNTY MATS	06/30/2024	47.34	47.34	07/24/2024
272	PARK COUNTY	2024_Q2	2024_Q2 BUILDING MAINT WAG	06/30/2024	4,881.50	4,881.50	07/24/2024
272	PARK COUNTY	2024_Q2	2024_Q2 MRDTF CONTRIBUTIO	06/30/2024	3,125.00	3,125.00	07/24/2024
272	PARK COUNTY	2024_Q2	2024_Q2 IT WAGES	06/30/2024	16,618.24	16,618.24	07/24/2024
272	PARK COUNTY	2024_Q2	2024_Q2 GIS WAGES	06/30/2024	2,925.82	2,925.82	07/24/2024
272	PARK COUNTY	2024_Q2	2024_Q2 GIS WAGES	06/30/2024	417.97	417.97	07/24/2024
272	PARK COUNTY	2024_Q2	2024_Q2 GIS WAGES	06/30/2024	417.97	417.97	07/24/2024
272	PARK COUNTY	2024_Q2	2024_Q2 GIS WAGES	06/30/2024	417.97	417.97	07/24/2024
272	PARK COUNTY	2024_Q2	2024_Q2 SANITARIAN WAGES	06/30/2024	5,047.10	5,047.10	07/24/2024
Total PARK COUNTY:					62,105.80	62,105.80	
PARK COUNTY COMMUNITY FOUNDATION							
3411	PARK COUNTY COMMUNITY FO	2024 GIVE A H	2024 WINDRIDER TRANSIT SUP	07/31/2024	5,000.00	5,000.00	07/24/2024
3411	PARK COUNTY COMMUNITY FO	2024 GIVE A H	2024 ASPEN SUPPORT	07/31/2024	10,000.00	10,000.00	07/24/2024
3411	PARK COUNTY COMMUNITY FO	2024 GIVE A H	2024 LIVEWELL 49 SUPPORT	07/31/2024	5,000.00	5,000.00	07/24/2024
3411	PARK COUNTY COMMUNITY FO	2024 GIVE A H	2024 SPAY NEUTER PROJECT S	07/31/2024	5,000.00	5,000.00	07/24/2024
Total PARK COUNTY COMMUNITY FOUNDATION:					25,000.00	25,000.00	
PARK COUNTY TREASURER - TECH							
1702	PARK COUNTY TREASURER - T	2024.6.28	JUNE COLLECTIONS	06/28/2024	210.00	210.00	07/31/2024
Total PARK COUNTY TREASURER - TECH:					210.00	210.00	
PARK COUNTY TREASURER/M.L.E.A.							
2156	PARK COUNTY TREASURER/M.	2024.6.28	JUNE COLLECTIONS	06/28/2024	220.00	220.00	07/31/2024
Total PARK COUNTY TREASURER/M.L.E.A.:					220.00	220.00	
PARK COUNTY VICTIM WITNESS							
1544	PARK COUNTY VICTIM WITNES	2024.6.28	JUNE COLLECTIONS	06/28/2024	289.00	289.00	07/31/2024
Total PARK COUNTY VICTIM WITNESS:					289.00	289.00	
PITNEY BOWES							
10001	PITNEY BOWES	2024.6.10	Postage	06/10/2024	1,000.00	1,000.00	06/10/2024
10001	PITNEY BOWES	2024.6.2	postage	06/02/2024	104.63	104.63	06/02/2024
Total PITNEY BOWES:					1,104.63	1,104.63	
PLUMMER, JAMIE							
10003	PLUMMER, JAMIE	2024.7.26	CLERICAL ASSIS	07/26/2024	615.00	615.00	07/31/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PLUMMER, JAMIE:					615.00	615.00	
POWERPLAN							
1868	POWERPLAN	P7554616	Battery	07/22/2024	500.00	500.00	07/31/2024
Total POWERPLAN:					500.00	500.00	
PROROVER							
10003	PROROVER	2024.7.1	cut trees	07/01/2024	3,750.00	3,750.00	07/31/2024
10003	PROROVER	2024.7.1	cut trees	07/01/2024	8,000.00	8,000.00	07/31/2024
Total PROROVER:					11,750.00	11,750.00	
REPUBLIC SERVICES #670							
10000	REPUBLIC SERVICES #670	0670-0004652	disposal/recycling	05/31/2024	65,113.00	65,113.00	07/24/2024
10000	REPUBLIC SERVICES #670	0670-0004702	DISPOSAL/RECYCLING	06/30/2024	82,707.02	82,707.02	07/24/2024
Total REPUBLIC SERVICES #670:					147,820.02	147,820.02	
RESSLER MOTOR COMPANY							
10001	RESSLER MOTOR COMPANY	T241188	TOYOTA COROLLA	07/24/2024	26,921.00	26,921.00	07/25/2024
Total RESSLER MOTOR COMPANY:					26,921.00	26,921.00	
RIVERSIDE HARDWARE LLC							
3659	RIVERSIDE HARDWARE LLC	224373	JIG SAW	06/04/2024	160.00	160.00	07/11/2024
3659	RIVERSIDE HARDWARE LLC	224373	JIG SAW	06/04/2024	160.00	160.00	07/11/2024
3659	RIVERSIDE HARDWARE LLC	224374	CHAINSAW	06/04/2024	470.00	470.00	07/11/2024
3659	RIVERSIDE HARDWARE LLC	225936	BIT HOLDER	06/20/2024	17.98	17.98	07/11/2024
3659	RIVERSIDE HARDWARE LLC	226646	SAW POLE	06/27/2024	595.00	595.00	07/11/2024
3659	RIVERSIDE HARDWARE LLC	226646	CUTTER BRUSH	06/27/2024	395.00	395.00	07/11/2024
Total RIVERSIDE HARDWARE LLC:					1,797.98	1,797.98	
ROCKY MOUNTAIN INFORMATION							
2419	ROCKY MOUNTAIN INFORMATI	26106	ANNUAL MEMBERSHIP	07/29/2024	50.00	50.00	07/31/2024
Total ROCKY MOUNTAIN INFORMATION:					50.00	50.00	
SECURE WARRANT							
3797	SECURE WARRANT	345	SUBSCRIPTION	05/01/2024	3,500.00	3,500.00	07/24/2024
Total SECURE WARRANT:					3,500.00	3,500.00	
SELECT ADVANTAGE CONSULTING							
3173	SELECT ADVANTAGE CONSULT	10348841	ASSESMENT SERVICES	06/03/2024	25.00	25.00	07/24/2024
Total SELECT ADVANTAGE CONSULTING:					25.00	25.00	
SHI INTERNATIONAL CORP.							
2907	SHI INTERNATIONAL CORP.	B18609254	OFFICE PRO-DISPATCH	07/25/2024	410.45	410.45	07/31/2024
Total SHI INTERNATIONAL CORP.:					410.45	410.45	
SPECIAL LUBE							
1814	SPECIAL LUBE	224-280-19935	Oil Change	07/11/2024	45.00	45.00	07/24/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1814	SPECIAL LUBE	224-280-20019	Oil Change	07/15/2024	60.00	60.00	07/24/2024
Total SPECIAL LUBE:					105.00	105.00	
SUNBELT RENTALS INC							
10006	SUNBELT RENTALS INC	156641186-000	EXCAVATION COMPETENT PER	07/12/2024	262.50	262.50	07/31/2024
10006	SUNBELT RENTALS INC	156641186-000	EXCAVATION COMPETENT PER	07/12/2024	262.50	262.50	07/31/2024
10006	SUNBELT RENTALS INC	156641186-000	EXCAVATION COMPETENT PER	07/12/2024	75.00	75.00	07/31/2024
Total SUNBELT RENTALS INC:					600.00	600.00	
TD&H ENGINEERING, INC							
3390	TD&H ENGINEERING, INC	38549	I&I PROJECT	06/20/2024	9,756.50	9,756.50	07/31/2024
3390	TD&H ENGINEERING, INC	38550	ON CALL WATER	06/20/2024	760.00	760.00	07/31/2024
3390	TD&H ENGINEERING, INC	38550	ON CALL SEWER	06/20/2024	600.00	600.00	07/31/2024
3390	TD&H ENGINEERING, INC	38550	ON CALL STREETS	06/20/2024	160.00	160.00	07/31/2024
3390	TD&H ENGINEERING, INC	38739	I&I PROJECT	07/10/2024	9,725.50	9,725.50	07/31/2024
3390	TD&H ENGINEERING, INC	38740	RRFB MDT PROJECT	07/10/2024	291.50	291.50	07/31/2024
3390	TD&H ENGINEERING, INC	38741	WELLNESS CENTER	07/11/2024	240.00	240.00	07/31/2024
3390	TD&H ENGINEERING, INC	38743	REGIONAL WATER PER	07/10/2024	10,010.00	10,010.00	07/31/2024
Total TD&H ENGINEERING, INC:					31,543.50	31,543.50	
THE MAIN PRINT SHOP							
10006	THE MAIN PRINT SHOP	19054	POSTER LAMINATES	07/10/2024	75.00	75.00	07/11/2024
10006	THE MAIN PRINT SHOP	19125	RECEIPT BOOKS	07/16/2024	190.22	190.22	07/24/2024
Total THE MAIN PRINT SHOP:					265.22	265.22	
TOWN & COUNTRY FOODS - LIVINGSTON							
2595	TOWN & COUNTRY FOODS - LI	2024.6.27	StaION SUPPLIES	06/27/2024	18.41	18.41	07/24/2024
Total TOWN & COUNTRY FOODS - LIVINGSTON:					18.41	18.41	
TRACTOR & EQUIPMENT CO							
10005	TRACTOR & EQUIPMENT CO	BLCS0838780	BRUSH KT POL	06/13/2024	916.77	916.77	07/31/2024
Total TRACTOR & EQUIPMENT CO:					916.77	916.77	
UPS STORE #2420, THE							
292	UPS STORE #2420, THE	2024.7.10	ShipPING	07/10/2024	15.37	15.37	07/24/2024
Total UPS STORE #2420, THE:					15.37	15.37	
US BANK EQUIPMENT FINANCE							
10001	US BANK EQUIPMENT FINANCE	533153557	PRINTER	07/06/2024	342.23	342.23	07/24/2024
Total US BANK EQUIPMENT FINANCE:					342.23	342.23	
VERIZON WIRELESS							
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	62.23	62.23	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	47.51	47.51	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	19.56	19.56	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	19.56	19.56	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	19.56	19.56	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	62.23	62.23	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	47.51	47.51	07/24/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	19.56	19.56	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	19.56	19.56	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	62.18	62.18	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	19.56	19.56	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	19.56	19.56	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	47.51	47.51	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	47.51	47.51	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	14.16	14.16	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	12.07	12.07	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	43.50	43.50	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	19.56	19.56	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	28.94	28.94	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	28.94	28.94	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	9.79	9.79	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	9.79	9.79	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	62.23	62.23	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	19.56	19.56	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	19.56	19.56	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	19.56	19.56	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	43.50	43.50	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	19.56	19.56	07/24/2024
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	.00	.00	
879	VERIZON WIRELESS	99685821368	JULY CELLPHONES	07/08/2024	.00	.00	
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	11.28	11.28	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	11.28	11.28	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	11.28	11.28	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	18.27	18.27	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	18.20	18.20	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	58.15	58.15	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	40.65	40.65	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	18.27	18.27	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	18.27	18.27	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	18.27	18.27	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	18.27	18.27	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	18.27	18.27	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	18.27	18.27	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	18.27	18.27	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	40.64	40.64	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	18.27	18.27	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	11.28	11.28	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	18.27	18.27	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	40.65	40.65	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	59.63	59.63	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	58.10	58.10	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	21.60	21.60	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	738.21	738.21	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	18.27	18.27	07/24/2024
879	VERIZON WIRELESS	9968582369	JULY CELLPHONES	07/08/2024	58.10	58.10	07/24/2024
Total VERIZON WIRELESS:					2,244.34	2,244.34	
WAYFINDERS LEADERSHIP LLC							
10006	WAYFINDERS LEADERSHIP LLC	1157	INSIGHTS DISCOVERY PROFIL	07/24/2024	4,700.00	4,700.00	07/31/2024
Total WAYFINDERS LEADERSHIP LLC:					4,700.00	4,700.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WHISTLER TOWING, LLC							
3237	WHISTLER TOWING, LLC	5182	TOW	07/10/2024	125.00	125.00	07/24/2024
3237	WHISTLER TOWING, LLC	8348	MEDIC 1 REPAIR	06/26/2024	2,562.13	2,562.13	07/24/2024
Total WHISTLER TOWING, LLC:					2,687.13	2,687.13	
WILCOXSON'S							
47	WILCOXSON'S	HOUSE	Ice Cream - Pool	07/16/2024	119.25	119.25	07/24/2024
Total WILCOXSON'S:					119.25	119.25	
WISPWEST.NET							
2087	WISPWEST.NET	359624	Internet-CIVIC CENTER	07/22/2024	63.51	63.51	07/31/2024
2087	WISPWEST.NET	359624	Internet SOCCER	07/22/2024	85.19	85.19	07/31/2024
Total WISPWEST.NET:					148.70	148.70	
Grand Totals:					1,125,689.49	1,125,689.4	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

File Attachments for Item:

C. TERM EXTENSION AGREEMENT NO. 500,850



MONTANA RAIL LINK, INC. (800) 241-5676
Real Estate Department (406) 523-1500
101 International Drive (406) 523-1462 fax
Post Office Box 16624 www.montanarail.com
Missoula, Montana
USA 59808

January 9, 2019

Michael Kardoes, City Manager
City of Livingston
414 E. Callender St,
Livingston, MT 59047

RE: Term Extension Agreement No. 500,850

Dear Michael:

Per paragraph 3 of Montana Rail Link, Inc. Bicycle Path/Pedestrian Walkway Term Sublease No. 500,850 (Agreement), the term of this Agreement is hereby extended to December 15, 2028.

This letter will serve as a supplement to the above referenced agreement, which will continue in effect in accordance with its terms except as hereby supplemented and amended.

If you have any questions, please contact me at 406.523.1314 or via e-mail at tbeckwith@mtrail.com

Theresa Beckwith
Supervisor - Real Estate
Real Estate Department

File Attachments for Item:

D. JUDGES MONTHLY REPORT JUNE 2024

LIVINGSTON CITY COURT
MONTHLY FINANCIAL REPORT

Month: JUNE 2024

Dismissed-Plea Agreement:	3
“ Pretrial Diversion/Deferred:	2
“ Miscellaneous:	10
Paid Fines/Time Payments:	13

Monthly Total: 28

Paid-Bond Forfeit/Fines/Time Payments: \$2,569.50

Parking Enforcement & Police issued Parking Tickets: \$7,365.50

TOTAL \$9,935.00

MLEA Surcharge:	\$230.00
TECH Surcharge:	\$210.00
Victim/Witness Surcharge:	\$294.00
MISD Surcharge:	\$334.00
Court Costs	\$ 75.00

TOTAL: (\$ 1,143.00)

Total amount credited to City of Livingston General Fund: \$8,792.00

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: JUNE 2024

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

Date: 7-25-24

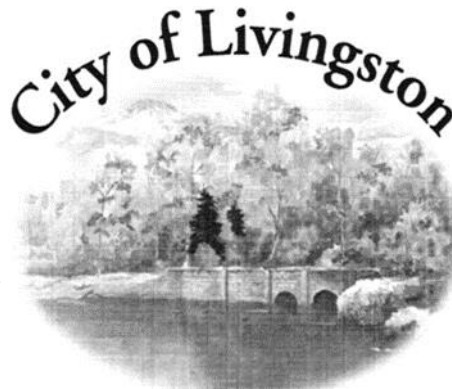
File Attachments for Item:

E. APPROVAL OF CONTRACT 20096 WITH SCJ ALLIANCE FOR PLANNING SERVICES

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chair
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
Quentin Schwarz
Torrey Lyons
James Willich

Date: August 6, 2024
To: Chair Kahle and City Commissioners
From: Grant Gager, City Manager

Staff Report to Authorize Contract 20096 for Professional Planning Services for the Zoning Code Update

Recommendation and Summary

Staff recommends the Commission authorize the City to enter into a contract for Professional Planning Services with SCJ Alliance by adopting the following motion:

“I move to authorize the City Manager to sign contract 20096 with SCJ Alliance for Professional Planning Services for Zoning Code Update process.”

The reasons for the recommendation are as follows:

- The City issued a Request for Proposals (RFP) for professional planning services to update the City’s Zoning Ordinance (Zoning Code).
- Multiple proposals were submitted in response to the RFP
- Consultant teams were evaluated by a Selection Committee and SCJ Alliance was chosen to lead the Zoning Code Update process.
- The budget proposed by SCJ Alliance for the Zoning Code Update is \$127,500.

Introduction

In 2021, Livingston adopted a Growth Policy to serve as a comprehensive guide for future land use patterns and development decisions in the City. In order to effectively support the goals, objectives and strategies identified in the Growth Policy, the City’s Zoning Code requires extensive updates.

Analysis

The primary impetus for a Zoning Code Update is to ensure the City’s regulatory code effectively supports the goals, objectives and strategies identified in the Growth Policy and fully complies with current state and local laws. The anticipated result of the proposed updates is a Zoning Code that aligns with the future land use needs of the Livingston community, as reflected in the Growth Policy, and provides the regulatory framework for its successful implementation.

The City of Livingston has a current estimated population of 8,790 that is expected to grow to over 10,000 by 2030. This anticipated growth, coupled with unmet community housing needs, underscores the City’s urgency to update its Zoning Code to not only facilitate compliance with the Growth Policy, but also address the burgeoning demand for housing to accommodate the increasing population.

In the fall of 2023, the Montana Department of Commerce provided aid to the City of Livingston through its Community Technical Assistance Program (CTAP) by conducting reviewing the City’s existing Zoning Code and long-range planning documents and prioritizing elements that should be addressed through a code update. SCJ Alliance, as the Selected Consultant, will build on the findings and recommendations identified in the CTAP report and will direct a comprehensive Zoning Code Update process to implement those recommendations.

Fiscal Impact

The proposed budget for the Zoning Code Update is \$127,500. Funds for the Plan are included in the City’s adopted 2024-2025 Budget.

Strategic Alignment

The proposed comprehensive Zoning Code Update will directly support the following strategies identified in the 2021 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. Contract for Professional Planning Services with SCJ Alliance to update the Zoning Code
- B. Scope of Work for the Zoning Code Update
- C. SCJ Alliance RFP Response
- D. Zoning Code Update Final Budget

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

REQUEST FOR PROPOSALS (RFP) 20085

ZONING CODE UPDATE SERVICES

**CITY OF LIVINGSTON
220 E. Park Street
Livingston, MT 59047
(406) 823-6000**

Key RFP Dates

Issue Date:	May 14, 2024
Question Submittal Date:	May 24, 2024
Proposal Submittal Date:	June 14, 2024

EXHIBIT A: SCOPE OF WORK

INTRODUCTION AND BACKGROUND

In 2021, Livingston adopted a Growth Policy to serve as a comprehensive guide for future land use patterns and development decisions in the City. The Growth Policy was adopted after extensive public outreach that garnered over 1,500 public comments over the course of 36 months. The overwhelming support received from the community during the Growth Policy planning process, and since its adoption, attests to the importance of its vision for future growth and development in the City. To provide the regulatory capacity to implement the Growth Policy, the City’s zoning ordinance requires extensive updates to effectively support the goals, objectives, and strategies identified in the Growth Policy.

The primary impetus for updating the zoning ordinance is to ensure the City’s regulatory code effectively supports the goals and objectives identified in the Growth Policy and fully complies with current state, county, and local laws. The anticipated result of these proposed code updates is a zoning ordinance that not only aligns with the future land use needs of our community, as reflected in the Growth Policy, but also provides the foundation for its successful implementation.

In the fall of 2023, the Montana Department of Commerce provided aid to the City of Livingston through its Community Technical Assistance Program (CTAP) to help the City begin the process of prioritizing elements of the needed zoning code update; conducting background research and review of existing regulatory code and long-range planning documents; and preparing a Project Management and Engagement Plan, all of which were outlined in a Growth Policy and Zoning Code Assessment and Recommendations Report (the 2023 CTAP Report). This report is included in this RFP as Appendix A, and the Selected Proposer is expected to build on the findings and recommendations identified in the report.

Livingston, Montana has a current estimated population of 8,790 that is expected to grow to over 10,000 by 2030. This anticipated growth, coupled with unmet community housing needs, underscores the City’s urgency to update its zoning ordinance to not only facilitate compliance with the Growth Policy, but also address the burgeoning demand for housing to accommodate the increasing population.

SCOPE OF WORK

Update the City of Livingston Zoning Ordinance (Chapter 30) and related code sections to resolve conflicts within the code and to ensure the code supports the City’s 2021 Growth Policy. The work activity for this project will consist of the following tasks:

1. Review the 2023 CTAP Report for recommended “Next Steps” to update the City’s Zoning Ordinance. Review the City’s existing code for internal conflicts in regulatory language, conformance with the 2021 adopted Growth Policy, and compliance with 2023 Montana Legislative updates related to zoning and land use. Please Note: it is expected that minimal time and expense will be necessary to complete this step as the CTAP Report should be used to guide additional

review of the code by the Selected Proposer. Prepare a Final Code Assessment and Update Recommendations Report for City Staff review that includes any additional findings and/or recommendations for code updates, and that prioritizes all recommended code updates (including those in the CTAP report).

Key Deliverable: Final Code Assessment and Update Recommendations Report

- 2. Work with City Staff to prepare a Project Plan that outlines the recommended work to be done, community engagement needs and strategies, and a refined timeline if necessary. Community engagement may consist of small focus groups, broader public outreach, or a combined approach. The Selected Proposer will be responsible for employing the public engagement strategy most suitable to implement the Project Plan.

Key Deliverable: Project Plan

- 3. Prepare an Outline of Recommended Code Updates based on current best practices that addresses the top priorities and needs for code revisions. The Outline must include the purpose for each code revision and identify key anticipated impacts for each revision as it relates to future land use and development in the City. Explain how the code revisions will better serve the community to achieve its desired vision for future growth and development as identified in the Growth Policy. After review by City Staff, this outline will be presented to the Project Steering Committee.

Key Deliverables: Outline of Recommended Code Updates; Presentation to Project Steering Committee

- 4. Based on feedback from the Steering Committee, draft recommended code updates including related updated maps. Work with City Staff to revise as needed.

Key Deliverable: Draft Code Updates

- 5. Present Draft Code Updates to the Consolidated Land Use Board for recommendation to the City Commission. Incorporate revisions based on Consolidated Land Use Board comments and prepare final draft of the code updates. Present the final draft of code updates to the City Commission for adoption.

Key Deliverables: Presentation of Draft Code Updates to the Consolidated Land Use Board; Presentation of Final Draft Code Updates to the City Commission; Adoption of Updated Code.

PROJECT APPROACH

The Selected Proposer is expected to have professional and technical expertise in development regulations and land use policy and law; although it is not required for consideration, the Selected Proposer will ideally have applied knowledge and experience in the State of Montana. The City encourages proposals that demonstrate a thorough understanding of the components outlined and encourages additional innovations and forward-thinking ideas that may be beneficial to incorporate during the work plan finalization task. Reference documents that may better inform Proposers during development of a response to this RFP are listed below with links to where they are found online:

The City of Livingston 2021 Growth Policy:

https://www.livingstonmontana.org/sites/default/files/fileattachments/building_amp_planning/page/2226/livingstongrowthpolicy_final_2021_06.pdf

The City of Livingston Zoning Ordinance:

https://library.municode.com/mt/livingston/codes/code_of_ordinances?nodeId=CH30ZO

The City of Livingston Annexation Policy:

https://www.livingstonmontana.org/sites/default/files/fileattachments/building_amp_planning/page/2245/annexationpolicy.pdf

The City is in the final months of a Downtown Master Plan process. It is anticipated this plan will be adopted by the end of July 2024. The adopted Downtown Master Plan will be provided to the Selected Proposer to evaluate for code-related updates that may be recommended, or necessary, to implement the Downtown Master Plan.

The Selected Proposer will meet with City Staff to finalize the work plan together to ensure effective collaboration and efficient review and feedback on project deliverables. All deliverables will be reviewed by City Staff and a Steering Committee. Review could also include presentation of key deliverables to outside stakeholders. The Selected Proposer will be expected to take the lead on external engagement efforts with support by City Staff as needed.

DELIVERABLES

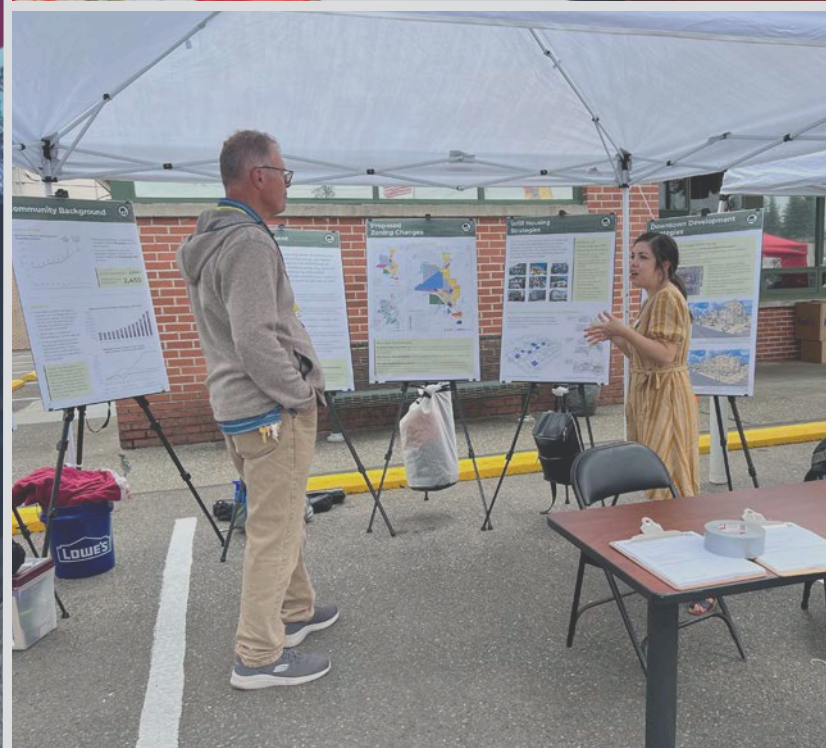
Timeline: It is expected that this work will be completed in approximately twelve (12) months from date of contract, with the understanding that the timeline may require an extension to incorporate revisions requested by the City Commission and/ or Staff.

Tentative Schedule:

- RFP Issued: May 14, 2024
- Deadline for Written Questions: May 24, 2024
- Addendum Posted: May 29, 2024
- Submittal Deadline: June 14, 2024
- Interviews: Week of June 17, 2024
- Final selection: Week of June 24, 2024
- Contract Executed: July 2, 2024
- Kick-Off Meeting (May be Virtual) Week of July 8, 2024
- Final Updated Code Adopted (Estimate) July 2025

City of Livingston

Zoning Code Update Services



June 14, 2024



SCJ ALLIANCE
CONSULTING SERVICES

June 14, 2024

City of Livingston

Submitted via email to JSeverson@LivingstonMontana.org

Re: City of Livingston Zoning Code Update Services

Dear Jennifer Severson and Members of the Selection Committee,

We are excited to submit our Livingston Zoning Code Update project proposal. At **SCJ Alliance (SCJ)**, we specialize in developing clear, effective city codes that reflect community values and sustainable growth. Our multidisciplinary team is ready to guide Livingston through this crucial update.

Our team strongly understands Montana's legislative environment and planning context. Our proven track record of successful collaborations with municipalities across the state, including recent projects in Helena, Anaconda, and Butte, positions us well to tailor the zoning code update to Livingston's unique needs and aspirations.

Team members Aren Murcar, Rachel Granrath, and Mark Garff recently led an update to Butte-Silver Bow's Housing Plan, integrating requirements from the 2023 Montana housing legislation. This involved in-depth conversations with an affordable housing committee to refine recommendations and ensure appropriate implementation of state legislation within Butte's local context. A significant aspect of this effort was coordinating with another consulting team to ensure the housing plan's recommendations could be seamlessly transformed into code language.

Rachel Granrath, Mike Manning, and Shareefa Abdulsalam have recently drafted code updates, diagrams, and graphics for Moses Lake, WA, and Newport, WA. Our approach to these revisions prioritized making administrative processes easy to understand and providing plenty of graphics to illustrate code concepts.

Our approach will be collaborative and thorough, featuring regular check-ins and transparent communication with city staff, the Project Steering Committee, and the City Commission. We are dedicated to ensuring the public sees this as an inclusive process led by those committed to the community's wellbeing. Our local office in Butte not only underscores our commitment to this region of Montana but also allows us to attend public outreach events and other meetings in person, fostering trust and demonstrating our dedication to local solutions and outcomes.

We will start by reviewing the 2021 Livingston Growth Policy, the 2023 CTAP Report, and relevant legislative updates, followed by a detailed audit of the existing zoning code. The subsequent draft of the zoning code will include all necessary updates that are aligned with state requirements and community goals. We will facilitate a strategic public engagement process, ensuring broad-based community input and support, with a particular focus on feedback from the Project Steering Committee.

In accordance with the proposal requirements, we acknowledge the receipt of all RFP addenda (there were none). We also confirm that this proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal. Furthermore, we attest that all information submitted with this proposal is true and correct.

We are committed to delivering a zoning code update that sets Livingston up for a successful future and reflects the aspirations of its residents. Thank you for considering SCJ for this important project. We look forward to the opportunity to work with you.

Sincerely,

Aren Murcar, AICP, Project Manager

Rachel Granrath, AICP, Principal-in-Charge

108 N Washington, Suite 300
Spokane, WA 99201
509.835.3770
info@scjalliance.com

Main Contact:

Aren Murcar, AICP
Project Manager
108 N Washington, Suite 300
Spokane, WA 99201
aren.murcar@scjalliance.com
509.835.3770 ext. 276

Who is SCJ?

SCJ Alliance (SCJ) is a multi-disciplinary planning and engineering firm specializing in solving complex issues that challenge developing communities. With over 140 employees, we provide a broad range of professional services to public- and private-sector clients including land use and environmental planning, outreach facilitation, landscape architecture, civil engineering, transportation planning and design, and construction management.

We enjoy being a part of the creative process and seeking effective and efficient solutions to project challenges. Our responsiveness and ability to communicate, work with you side by side, develop creative solutions, and pay attention to the details are attributes that set us apart in consistently delivering successful projects.

Anticipate. Envision. Create.

When approaching projects, we use a three-step strategy that we know serves our clients well: we **anticipate** emerging challenges and opportunities, work with clients to **envision** projects to enhance the livability of their community, and then **create** a plan that achieves the goals and vision identified through this process.



Our Details

Founded: 2006

Type: S-Corporation

Employees: 143

Locations: Butte, MT, Spokane, Wenatchee, Lacey, Gig Harbor, Seattle, and Fremont, WA, and Crested Butte, Boulder, and Gunnison, CO

Areas of Expertise

- ◆ Development Review
- ◆ Land Use, Building Permit Review & Processing
- ◆ Code Rewrites & Amendments
- ◆ Streamlining Permitting & Procedures
- ◆ Public Outreach & Facilitation
- ◆ Environmental Planning & Permitting
- ◆ Comprehensive Planning
- ◆ Subarea Planning
- ◆ Master Planning
- ◆ Long Range Planning
- ◆ Urban Design & Design Regulations
- ◆ Downtown Improvements
- ◆ Economic Development

Related Experience



Comprehensive Plan and Code Update Ephrata, Washington

In collaboration with the City of Ephrata, we updated the Comprehensive Plan to comply with the Washington State Growth Management Act (GMA). SCJ drafted updated code language for development processes and the zoning code to provide immediate implementation of changes outlined in the Ephrata Comprehensive Plan. These updates included the addition of a mixed-use transition zone, streamlining the development and permit review processes, updating residential densities to ensure flexibility in housing development, and establishing level of service (LOS) standards to enhance the reliability of public facilities and transportation networks for new development. The planning process incorporated a community survey with over 700 responses, an open house attended by 50 community members, and multiple workshops with the City Council. This extensive engagement informed recommendations and updates to the land use, housing, transportation, and public facilities sections of the Comprehensive Plan, ensuring it aligned with community needs and state requirements.

Team Members: Aren Murcar, Rachel Granrath



Unified Development Code Update Moses Lake, Washington

SCJ worked directly with the City of Moses Lake to modernize its development code. This created consistency between the code and the recently adopted Comprehensive Plan and Housing Action Plan, incorporating missing middle housing into their zoning districts. Moses Lake is a Tier 3 community and is required to allow two dwelling units per lot on all lots zoned predominantly residential. In addition, Moses Lake is required to comply with HB 1042 and HB 1337. SCJ prepared a technical memo to the Planning Commission and City staff to outline these requirements and begin to discuss what the update to the code would entail, incorporating missing middle housing, housing in existing buildings, and accessory dwelling units (ADU) throughout the City.

Team Members: Aren Murcar, Rachel Granrath, Shareefa Abdulsalam



Housing Action Plan

Butte-Silver Bow County, Montana

The Butte-Silver Bow Housing Plan sets goals, policies, and implementation measures toward a balance of housing for all, protecting existing neighborhoods and working to reduce sprawl actively. SCJ and City-County staff worked together to evaluate opportunities and needs and assess housing measures that provide creative and tailored solutions to housing in Butte-Silver Bow. The planning effort included robust and thoughtful public engagement, such as stakeholder interviews, housing committee meetings, and a housing workshop. The team worked to integrate disadvantaged and underrepresented groups and paratransit, even bringing participants to the housing workshop to participate. The effort resulted in a community-driven plan with clear actions towards implementation, funding, code changes, etc. – all tailored to the community’s unique needs.

Team Members: Aren Murcar, Rachel Granrath, Mark Garff, Rebekah Rongo



Middle Housing Amendments

Tumwater, Washington

The SCJ team developed new regulations for middle housing to enhance in accordance with State regulations to address housing variety and affordability. The project involves extensive community outreach, including surveys, public workshops, and online engagement, ensuring broad input and transparency. The project utilized ‘missing middle monopoly’ pieces, which are 3D-printed residential units, to help the community visualize density in Tumwater. The new code is highly visual and concise, making it user-friendly and accessible to all.

Team Members: Rachel Granrath, Mark Garff, Rebekah Rongo, Shareefa Abdulsalam



Planning Suite

Colville, Washington

SCJ has worked for the City of Colville on multiple projects, including Code Reform, a Parks, Recreation, and Open Space (PROS) Plan, and their Housing Action Plan implementation. The City also contracted with SCJ to provide on-call planning support at a time when additional planning support was needed. Like many small rural communities, Colville faced many challenges around housing. SCJ has been able to provide timely and accurate support for project permitting and successfully apply for a housing implementation grant for the City, enabling a series of long-needed development code updates.

Team Members: Rachel Granrath, Mike Manning, Mark Garff, Shareefa Abdulsalam

On-Call Code Development

Newport, Washington

As the contract planner for the City of Newport since 2020, our team assists with planning and engineering development review, code amendments, comprehensive planning, subarea planning, shoreline development, critical areas review, and other items as requested by the city. Our team supports monthly Planning Commission meetings, presentations to the Hearing Examiner, and attendance as needed before the City Council. SCJ works closely with the City Administration team on projects, reviews grant opportunities, and recommends amendments to long-range plans or codes to best implement community goals.

Team Members: Aren Murcar, Rachel Granrath, Mike Manning, Mark Garff

Zoning and Planned Development Code Updates

Quincy, Washington

SCJ serves as the contract planner for the City of Quincy. This includes general planning assistance such as fielding questions from the public, developers, and staff regarding codes, zoning and general permitting. Our team provides development review including but not limited to pre-application meetings, minor and major subdivisions, staff reports and hearings, comprehensive plan amendments, and municipal code updates as needed. Recent projects for Quincy include wireless communication tower conditional use, binding site plans, and an update to the Planned Development Zoning Code.

Team Members: Aren Murcar, Rachel Granrath

Development Code Update

Ritzville, Washington

SCJ assisted the City of Ritzville, WA, with a development code update that incorporated recommendations from the Ritzville Housing Action Plan, the Ritzville Comprehensive Plan, and Washington State legislation.

Ritzville's code updates focused on:

- ◆ Structural efficiency and compliance
- ◆ Updated definitions
- ◆ Incorporating middle housing and ADU allowances within current zoning designations
- ◆ Updated parking requirements
- ◆ The addition of a Mixed Use zone and Mixed Use Planned Development option
- ◆ Administrative Process updates
- ◆ Addition of flow charts, procedural diagrams, and graphics

This project included close coordination with city staff, the Planning Commission, and the City Council. SCJ also worked with local developers to ensure that proposed updates were compatible with their visions for major developments in Ritzville. This project ultimately implemented recommendations from multiple local plans and helped the city comply with state requirements.

Team Members: Aren Murcar, Rachel Granrath



References

Butte-Silver Bow County, Montana

Karen Byrnes
Community Development Director
406.497.6467
kbyrnes@bsb.mt.gov
155 W Granite Street
Butte, MT 59701

City of Moses Lake, Washington

Vivian Ramsey
Planning Manager
509.764.3749
VRamsey@cityofml.com
321 S Balsam Street
Moses Lake, WA 98837

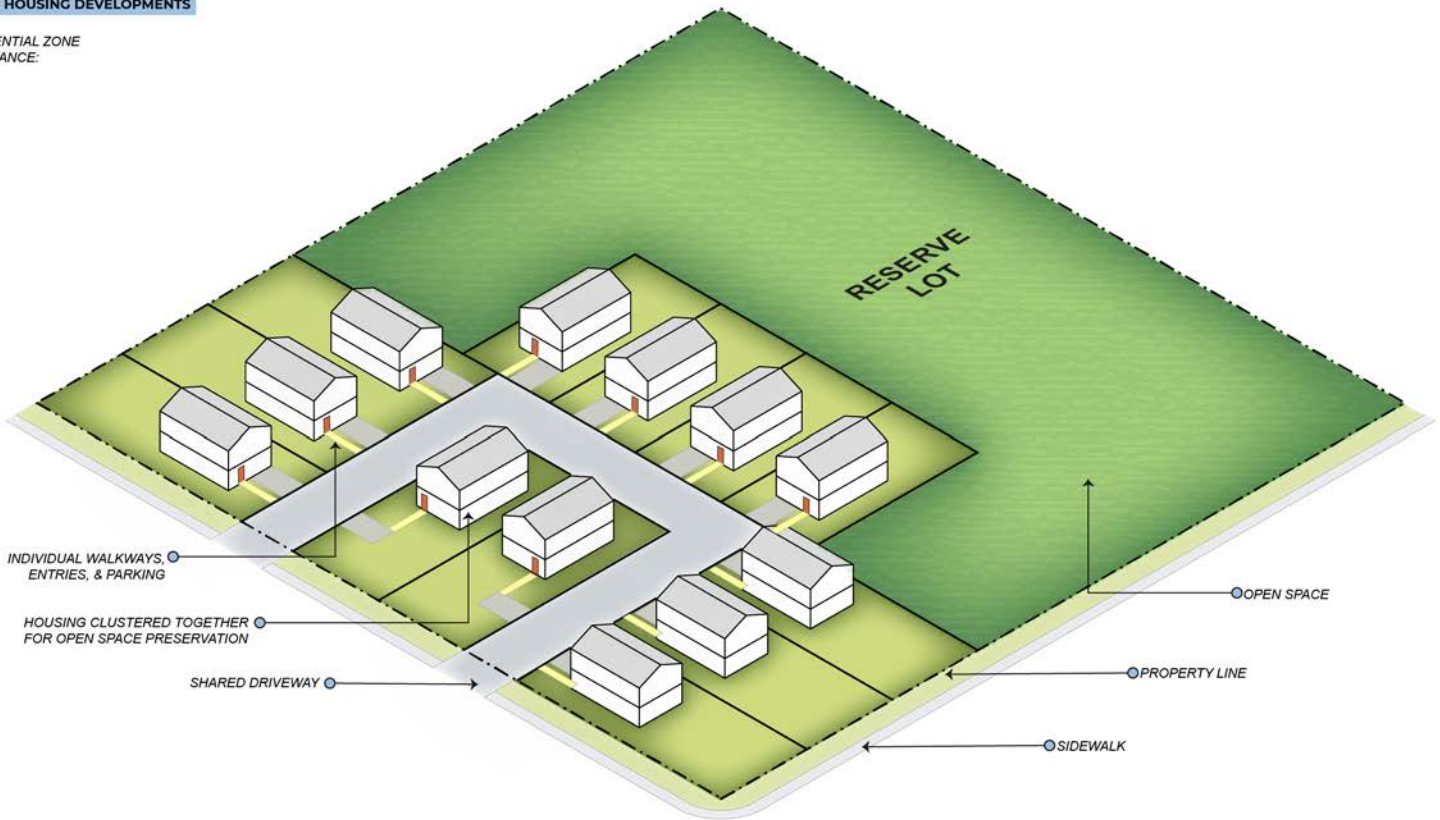
City of Ephrata, Washington

Ron Sell
Community Development Director
509.754.4601 ext 124
rsell@ephrata.org
121 Alder Street SW
Ephrata, WA 98823

CLUSTER HOUSING DEVELOPMENTS

RESIDENTIAL ZONE ALLOWANCE:

- R-1
- R-2
- R-3



PHASING OF HIGHER DENSITY SUBDIVISION



CURRENT SINGLE-FAMILY NEIGHBORHOOD



Examples of SCJ code graphics

Key Personnel Overview



Aren Murcar, AICP
Project Manager

Location: Spokane, WA
Years at Firm: 5 Years
Current Level of Assignments: 50%
Availability: 50%

Rachel Granrath, AICP
Principal-in-Charge

Location: Spokane, WA
Years at Firm: 5 Years
Current Level of Assignments: 65%
Availability: 35%

Mike Manning
Code Writer

Location: Spokane, WA
Years at Firm: 1 Year
Current Level of Assignments: 35%
Availability: 65%



Mark S. Garff, PLA, ASLA
Public Engagement

Location: Butte, MT
Years at Firm: 10 Years
Current Level of Assignments: 65%
Availability: 35%

Rebekah Rongo, ASLA
Code Graphics

Location: Butte, MT
Years at Firm: 4 Years
Current Level of Assignments: 35%
Availability: 65%

Shareefa Abdulsalam, AICP
Design Standards

Location: Los Angeles, CA
Years at Firm: 3 Years
Current Level of Assignments: 40%
Availability: 60%



Aren Murcar, AICP | Project Manager

Aren will be your project manager, providing direct communication and coordination throughout the project. Known for a steady and reliable work style, Aren will inform the City about project status and upcoming steps. With extensive experience in planning projects, Aren has successfully navigated and updated municipal codes, developed creative graphics, coordinated and conducted public outreach, and led teams from start to finish. Through effective communication, efficient project tracking, and a genuine interest in the project’s vision, Aren will ensure that Livingston’s needs are met and deliverables are completed on time and within budget.

Education

MA, Urban and Regional Planning, Eastern Washington University

Licensure

American Institute of Certified Planners #34095

Relevant Projects

- ◆ Butte-Silver Bow Housing Plan and Code Update – Butte-Silver Bow, MT
- ◆ Comprehensive Plan and Code Update – Ephrata, WA
- ◆ Ritzville Development Code Update – Ritzville, WA
- ◆ Unified Development Code and Zoning Map Update – Moses Lake, WA
- ◆ Zoning Code and Planned Development Code Amendment – Quincy, WA



Rachel Granrath, AICP | Principal-in-Charge

Rachel strongly believes in placemaking and assisting clients to realize their potential and vision through the public planning process. She specializes in facilitating and managing complex groups and interests to achieve a community-driven project. Her skills include development codes, housing, development and plan review, downtown planning, economic development, community engagement, and strategic planning. Rachel is well-versed in code writing and regulatory frameworks relating to codes at the state and federal levels. She has worked in public and private roles, implementing the codes and revising the regulations to best serve a community. Her project management style is inclusive and iterative, resulting in a concise and direct code. She takes great pride in her work and always strives to meet the needs and goals of the community.

Education

MA, Urban and Regional Planning, Eastern Washington University

BS, Architecture, Roger Williams University

Licensure

American Institute of Certified Planners #33291

Relevant Projects

- ◆ Butte-Silver Bow Housing Plan and Code Update – Butte-Silver Bow, MT
- ◆ Helena Growth Policy Plan – Helena, MT
- ◆ Unified Development Code and Zoning Map Update – Moses Lake, WA
- ◆ Zoning, Subdivision, Building, and Stormwater Code Update – Cherry Hills Village, CO
- ◆ Development and Zoning Regulations Update – Newport, WA
- ◆ Metaline Development Code – Metaline, WA



Mike Manning | Code Writer

As a planner, Mike has extensive knowledge of land use permits, zoning, development codes, and SEPA review. His experience has provided him with current and long-range planning skills. Mike has experience updating zoning codes, writing ordinances (such as Accessory Dwelling Unit standards), and working on comprehensive plan updates. In his experience working for the public sector, he was able to write code while also working on the front lines of permit review, seeing code amendments in action.

Relevant Projects

- ◆ ADU Code Writing – Colville, WA
- ◆ Short-Term Rental Code – Coulee Dam, WA
- ◆ Zoning Code Update – Benton City, WA
- ◆ Permit Review Consulting – Benton City, WA
- ◆ Zoning Code Update and Housing Action Plan – Kettle Falls, WA
- ◆ Senate Bill 5290 Implementation/Permitting – Washington State Department of Commerce, WA
- ◆ Climate Action Plan – Mattawa, WA

Education

BA, Urban & Regional Planning, Eastern Washington University



Mark S. Garff, PLA, ASLA | Public Engagement

Mark will assist the team with public engagement on this project, including community events, surveys, and outreach. As Principal of our Butte, Montana office, Mark has 24 years of experience working for private and public clients. Since relocating to Montana, Mark has shifted toward higher-level planning efforts that improve communities. Collaborating with public clients to graphically portray projects compellingly and clearly to citizen groups strengthens his skillset. Other projects include mixed-use developments, trail planning and visualization, project management, wayfinding, and interpretive projects. Mark is passionate about outdoor recreation and seeks creative ways to build thoughtful, beautiful, inclusive spaces wherever he practices. He advocates for greening urban centers, multimodal trail systems, pedestrian safety, and traffic calming, often through artistic and original elements to engage users.

Relevant Projects

- ◆ Butte-Silver Bow Housing Plan and Code Update – Butte-Silver Bow, MT
- ◆ Tumwater Middle Housing Code – Tumwater, WA
- ◆ Montana Tech West Campus Masterplan – Butte, MT
- ◆ Colville Housing Plan and Code Update – Colville, WA
- ◆ Uptown Butte Pedestrian Lighting Study – Butte, MT
- ◆ Anaconda-Deer Lodge County Open Lands Plan – Anaconda, MT
- ◆ Montana Tech Central Campus Visioning - Butte, MT
- ◆ Ronan Downtown Pedestrian Plan – Ronan, MT

Education

BLA, Landscape Architecture, University of Washington

Licensure

Professional Landscape Architect, MT #ARC-LAR-LIC-20067 (also WA, ID and AZ)



Rebekah Rongo, ASLA | Code Graphics

Rebekah excels as a designer by creating landscapes that enhance green spaces, outdoor recreation equity, and habitat restoration. Her passion for landscape architecture stems from connecting people with the environment and fostering care and awareness as they interact with it. She is fluent in Spanish and bridges communities to their recreational spaces by understanding their experiences and values, ensuring her designs reflect community-driven goals. Rebekah’s talent for spotting patterns in complex data allows her to transform broad visions into compelling graphic representations. These visuals inspire excitement and are influential tools for project teams, commissions, boards, and councils, driving support, funding, and actionable outcomes. Her designs aim to create diverse recreation spaces, integrate sustainable transportation, and restore natural processes, ensuring environmental resilience and community value. Rebekah is dedicated to shaping natural environments into daily, enjoyable spaces.

Education

BLA, Bachelor of Landscape Architecture University of Washington

Relevant Projects

- ◆ Butte-Silver Bow Parks and Recreation Master Plan – Butte, MT
- ◆ Anaconda-Deer Lodge County Open Lands Plan – Anaconda, MT
- ◆ Tumwater Middle Housing Amendments – Tumwater, WA
- ◆ Mattawa Parks, Recreation, and Open Space Plan – Mattawa, WA
- ◆ Montana Technical University Open Lands Plan – Butte, MT



Shareefa Abdulsalam, AICP | Design Standards

Shareefa is a designer who likes to approach problems creatively with great attention to detail. Her diverse projects have scaled from localized urban interventions to community development to regional plans, giving her a rich background and skillset to approach new projects and challenges of any scale. Shareefa’s combined urban design and architecture experience makes her uniquely positioned when developing design standards for any community. She leads the collaborative and multidisciplinary process of shaping the urban setting and focuses on the art of making better places for people through thoughtful design and diligent community engagement. Her expertise includes collaborating with all team members, including public agencies, community groups, developers, and business owners, to establish the framework and procedures to deliver successful projects. Shareefa is highly proficient in numerous 2D and 3D production software, and she has excellent graphics and communication skills.

Education

MA, Architecture and Urban Design, University of California Los Angeles

Licensure

American Institute of Certified Planners #34058

Relevant Projects

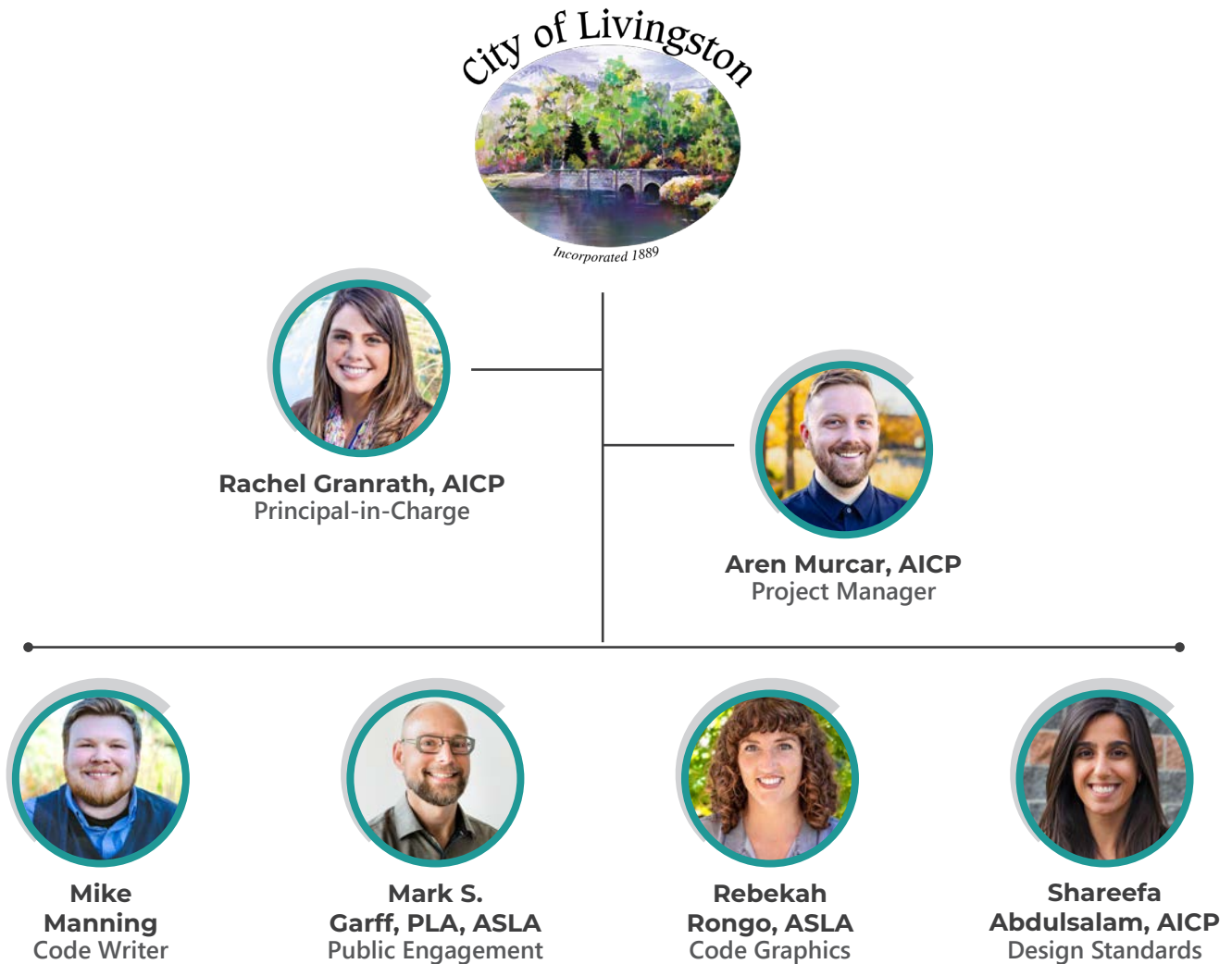
- ◆ Meridian Development Corp Downtown Vision Design Guidelines – Meridian, ID
- ◆ Helena Railroad District Plan – Helena, MT
- ◆ Development Code and Zoning Map Update – Moses Lake, WA
- ◆ Henderson West Master Plan and Urban Design Codes and Standards – Henderson, NV

Adequacy of Labor

SCJ personnel will be available as proposed for the entire project duration and acknowledge that no individual designated as “key” to the project shall be removed or replaced without the prior written approval of the City.

STAFF	ROLE	BILLING RATE	HOURS
Rachel Granrath	Principial-in-Charge	\$227	143
Aren Murcar	Project Manager	\$175	234
Mike Manning	Code Writer	\$120	305
Mark Garff	Public Engagement	\$217	47
Rebekah Rongo	Code Graphics	\$116	16
Shareefa Abdulsalam	Design Standards	\$224	29
Hillary Kirby	Graphics Support	\$151	20
Melissa Hodgson	Administrative	\$126	16
TOTAL			810

Organizational Chart



Approach

Task 1: Code Assessment

Task 1 focuses on effective project management, context, and understanding. **Project management** tasks include contract coordination, budgeting, scheduling, and overall administration. The **context and understanding** portion of this task will help SCJ fully understand the current development environment in Livingston. SCJ’s familiarity with Montana legislation will reduce the time and budget spent on this task.

Action 1: Project Management & Administration: This action covers the project’s administration aspects, such as contract coordination, billing and invoicing, budget and schedule tracking, and other project management tasks.

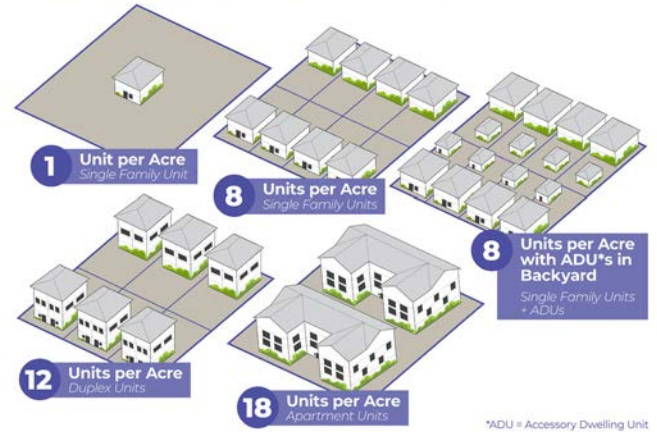
Action 2: Context & Understanding: SCJ will review the 2021 Livingston Growth Policy, the 2023 CTAP Report, and other relevant local and regional plans to ensure our understanding of the broader local and regional context. SCJ will also thoroughly review the 2023 Montana Legislative zoning and land use updates.

Action 3: Code Audit: SCJ will conduct a full audit of the existing zoning code and related code sections and identify sections requiring updates due to internal conflicts, needing to comply with state legislation, or where the CTAP Report made recommendations for changes.

Deliverables:

- ◆ Monthly project tracking reports
- ◆ Memo outlining code audit findings, recommendations, and next steps

Dwelling Units per Acre



Task 2: Project Planning and Community Engagement

Task 2 involves engagement with stakeholders and the public. SCJ will develop and refine a comprehensive project plan outlining the timeline and tasks. We will also assist the City in establishing a Project Steering Committee comprised of elected officials, city staff, public members, or other stakeholders to guide the zoning code updates. The committee will participate in a kickoff meeting and provide feedback through periodic check-in meetings.

The other components of this task center on public engagement, beginning with creating a tailored engagement plan. Following this, SCJ will implement additional public engagement efforts, such as workshops, surveys, or focus groups, to gather broad-based community input and ensure transparent communication.

Action 1: Project Plan: SCJ will prepare a project plan outlining the timeline and tasks. This action will be refined throughout the remaining tasks as necessary to ensure the project plan reflects the proper needs of each task.



will help brainstorm- make recommendations
can use LUB for steering committee- plus HPC plus URA- comprised of existing
city volunteers plus others maybe not readily at the table (school, fire/ pub works)



Engagement Opportunities and Options

- ◆ Missing Middle Monopoly
- ◆ Targeted Seminars
- ◆ Stakeholder Advisory Committee
- ◆ Neighborhood Council
- ◆ Studio (or studio series)
- ◆ Public Workshops
- ◆ Open House
- ◆ City Website (interactive or standard)
- ◆ Questionnaires
- ◆ Visual preference survey

Action 2: Establish a Project Steering Committee: SCJ will work with the City to establish a Project Steering Committee strategically comprised of elected officials, city staff, members of the public, and/or other stakeholders as deemed appropriate by the City. This committee will help provide additional context regarding the challenges with the current zoning code and help guide the proposed updates.

Action 3: Kickoff Meeting: SCJ, City staff, and the Project Steering Committee will participate in a kickoff meeting to review the code assessment results and provide feedback on the project's needs.

Action 4: Project Steering Committee Check-Ins: The committee will determine how often check-in meetings should occur moving forward. SCJ recommends a minimum of three additional meetings with this group throughout the project to (1) help review initial proposed changes, (2) workshop technical language, and (3) review the final draft (to be coordinated with Task 3, Action 2).

Action 5: Public Engagement Plan: SCJ will work with the City to determine the extent of public engagement for this effort and include a Public Engagement Plan write-up as a subsection of the Project Plan. The Project Steering Committee will determine how much additional engagement with the broader public may be necessary.

Action 6: Public Engagement: SCJ will conduct additional engagement efforts outside the Project Steering Committee meetings. Options could include a public workshop, community survey, or additional focus groups.

Deliverables:

- ◆ Project Plan outlining events, schedules, deliverable deadlines, and check-in dates
- ◆ In-person kickoff meeting
- ◆ Project Steering Committee check-in meetings
- ◆ A Public Engagement Plan as a subsection of the Project Plan
- ◆ Public engagement events and activities to involve the public in the code update process

Task 3: Recommended Code Update

Task 3 will provide recommended code updates, which will be presented to City staff and the Project Steering Committee.

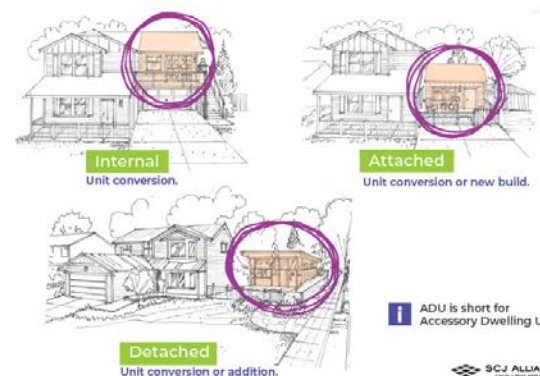
Action 1: Outline of Recommended Code Updates: SCJ will prepare an outline and overview of the recommended code updates based on the results of Tasks 1 and 2. Justification for each recommendation will be provided, and the reason for the recommendation will align with state legislation, public engagement, and/or city-identified needs.

Action 2: Presentation to Project Steering Committee: SCJ will present a report to the Project Steering Committee summarizing the community engagement outcomes and a final list of proposed code updates. The Committee will then participate in a workshop to provide final guidance on the proposed code recommendations prior to code drafting.

Deliverables:

- ◆ Outline the document of recommended code updates
- ◆ Presentation to the Project Steering Committee

What is an ADU?



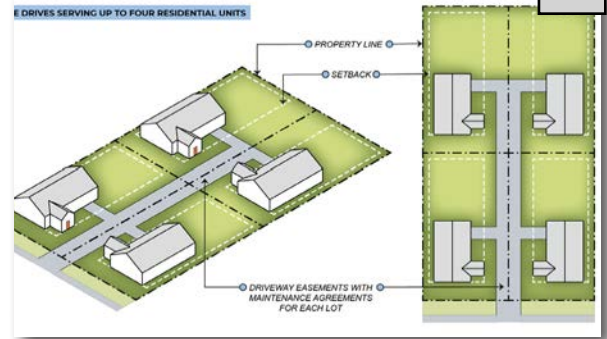
Task 4: Draft Code Updates

SCJ will draft the final recommended code updates, incorporating clear text, maps, and graphics. It will then present these drafts to the Consolidated Land Use Board for feedback before preparing the final document for City Commission adoption.

Action 1: Draft Code Updates: SCJ will draft code updates based on the final recommendations of the Project Steering Committee. These code updates will include a tracked changes version of the code text as well as new maps, procedural diagrams, and example graphics to ensure the code’s text can be more easily interpreted.

Deliverables:

- ◆ Draft code updates in tracked changes format, including updated maps, graphics, and procedural diagrams



Task 5: Presentation and Adoption

SCJ will assist with code adoption procedures, including presenting draft code updates to adoption bodies, final revisions based on feedback, and other assistance to city staff as needed.

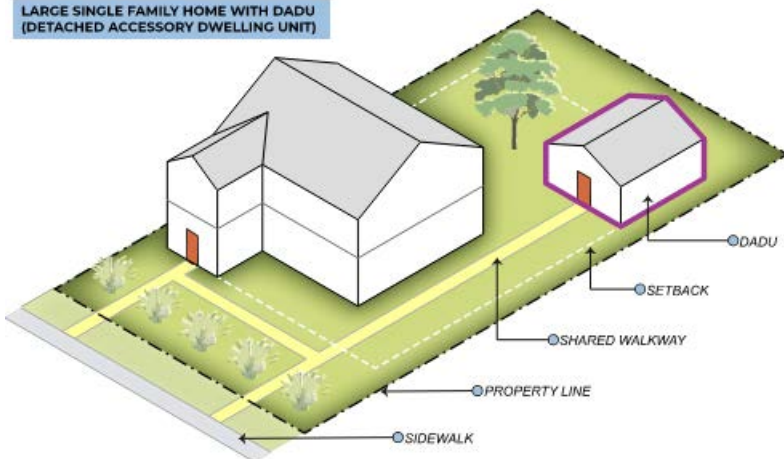
Action 1: Draft Code Update Presentations: SCJ will present the draft code updates to the Consolidated Land Use Board and request feedback on the draft code. This feedback will ultimately be incorporated into the final draft of the code updates.

Action 2: Adoption: SCJ will prepare a final code update document and present it to the City Commission as a request for adoption. SCJ will also attend the adoption meeting.

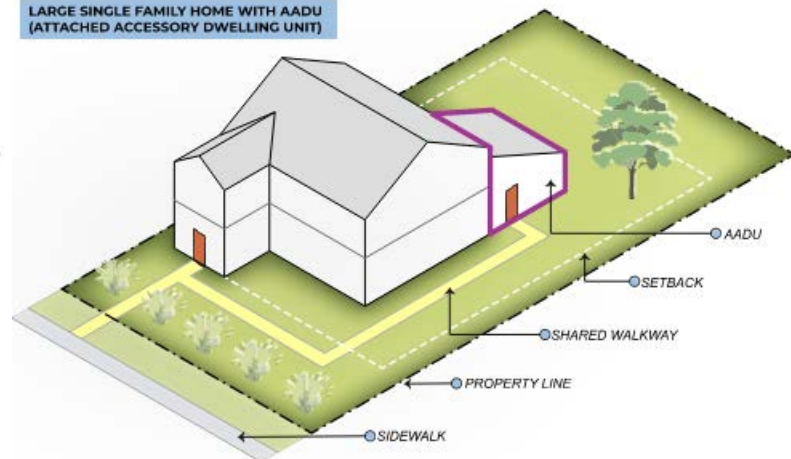
Deliverables:

- ◆ Presentation of the final Draft Code Updates to the Consolidated Land Use Board and City Commission

LARGE SINGLE FAMILY HOME WITH DADU (DETACHED ACCESSORY DWELLING UNIT)



LARGE SINGLE FAMILY HOME WITH AADU (ATTACHED ACCESSORY DWELLING UNIT)



Additional Services/Management Reserve (Task 98)

Management Reserve Funds are reserved for amendments to the proposed Scope of Work. The client may authorize the use of Management Reserve Funds to expand on tasks where additional work may be necessary or desired. For example, these funds may be necessary to complete additional zoning code updates not foreseen in the original scope. They may also be used for additional public engagement efforts if that is determined to be a need.

Management Reserve Funds will only be used upon client and consultant agreement.

Expenses (Task 99)

Expenses will include travel-related costs for SCJ staff to attend in-person meetings with city staff, the project steering committee, and presentations to the Consolidate Land Use Board and City Commission. We anticipate no more than three trips will be needed throughout the project and that all other meetings will be attended virtually unless otherwise agreed upon between SCJ and the City.

- ◆ **Trip 1:** Site visit & kickoff meeting with the Project Steering Committee
- ◆ **Trip 2:** Public engagement event and follow-up meeting with Project Steering Committee
- ◆ **Trip 3:** Presentation of draft code updates to the Consolidate Land Use Board

pub eng- person
steer comm- zoom

in person

Expenses will also include costs to print and prepare materials for public engagement and presentations if necessary.

add roll-out for
public



Project Schedule

With the completion of recent work, SCJ staff are well positioned to take on this project immediately upon notice to proceed and to dedicate resources to this project to keep it moving forward on schedule.

	2024						2025						
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
TASK 1: CODE ASSESSMENT													
Project Management & Administration													
Context & Understanding													
Code Audit													
TASK 2: PROJECT PLAN AND COMMUNITY ENGAGEMENT													
Project Plan													
Establish a Project Steering Committee													
Kickoff Meeting													
Project Steering Committee Check-Ins													
Public Engagement Plan													
Public Engagement													
TASK 3: RECOMMENDED CODE UPDATES													
Outline of Recommended Code Updates													
Presentation to Project Steering Committee													
TASK 4: DRAFT CODE UPDATES													
Draft Code Updates													
TASK 5: PRESENTATION & ADOPTION													
Draft Code Update Presentations													
Adoption													

Quality, Budget, and Schedule Control Methods

QA/QC

Quality and accuracy are the cornerstones of our project delivery processes, woven into our work from start to finish. Every deliverable produced under this contract will undergo a peer review from design-level staff and a management review from a project manager or principal. Markups are saved in a QA/QC directory on the SCJ server, along with back checks and responses to internal comments. A project log documenting all phone calls, emails, or other correspondence about the project is kept throughout the project’s life.

Timely Reviews and Schedule Compliance

SCJ performs independent review and design checks of intermediate work products and task deliverables essential to managing the project schedule. At the beginning of each task, the principal will sit down with the project manager and an independent reviewer to review the scope, budget, and proposed schedule. Interim and sometimes spot checks are performed during the project’s life cycle. The principal and senior staff are continuously informed regarding the overall progress and status of work products. By soliciting timely input early during project development, the likelihood of work products varying from the client’s expectation is virtually removed. Detailed project schedules using Microsoft Project or Teamwork Projects software are prepared and used to check key milestones against work effort completed by the design staff. The project manager reviews and updates the schedule for each progress report and communicates the timelines to all team members.

Public Engagement

Public engagement is a cornerstone of our approach. Our strategies include:

- ◆ **Interactive Workshops:** Facilitated sessions where community members can provide input and feedback
- ◆ **Online Surveys and Virtual Town Halls:** Accessible platforms for gathering a broad range of perspectives
- ◆ **Social Media Campaigns:** Leveraging digital platforms to reach diverse demographics and encourage participation

Emphasis on Inclusivity and Accessibility

Our engagement strategies are designed to be inclusive and accessible. We will provide materials in multiple languages and ensure events are held at convenient times and locations. Our goal is to build a sense of ownership among community members and ensure the final zoning code reflects their needs and aspirations.



Conclusion

SCJ is uniquely positioned to deliver a zoning code update that meets the City of Livingston’s requirements and enhances its growth policy. Our qualifications, experienced team, detailed work plan, and innovative public engagement strategies make us the ideal partner for this project. We are committed to delivering a clear, effective zoning code that reflects the community’s vision for the future.

We look forward to working with the City of Livingston and contributing to its continued growth and development.

Issues and Solutions

POTENTIAL ISSUES	RISKS	SOLUTIONS
Not getting valuable information from public engagement events	<ul style="list-style-type: none"> ◆ Draft code doesn't reflect community vision ◆ Proposed changes aren't backed up by community input 	<ul style="list-style-type: none"> ∨ Be thoughtful about how, when, and where we are engaging the public. Are we asking the right questions? Provide thoughtful direction in the public engagement plan ∨ Re-think messaging and update the public engagement plan
Community disagreement on code direction	<ul style="list-style-type: none"> ◆ City and consultants unsure on how to proceed 	<ul style="list-style-type: none"> ∨ Run a focus group to understand more about the issues and brainstorm creative solutions ∨ Conduct additional public engagement to better understand the issues
New state legislation in 2025	<ul style="list-style-type: none"> ◆ Could require unforeseen changes in the Montana land use environment toward the end of this project 	<ul style="list-style-type: none"> ∨ Track legislative session updates early and often ∨ Communicate with state agencies over the course of the project and legislative session ∨ Maintain the ability to pivot if needed
Not getting clear feedback from the Project Steering Committee	<ul style="list-style-type: none"> ◆ Code not thoroughly vetted ◆ City and consultants unclear on direction 	<ul style="list-style-type: none"> ∨ Be thoughtful about how we are engaging the steering committee ∨ Ensure they feel welcome to participate ∨ Invite others to participate in the committee
More extensive code work needed than originally anticipated	<ul style="list-style-type: none"> ◆ Project goes over budget ◆ Project goes beyond initial timeline ◆ Staff and consultant burnout 	<ul style="list-style-type: none"> ∨ Regularly track project progress (work accomplished and budget to-date) ∨ At a minimum, have bi-weekly check-ins between city staff and consultants ∨ Anticipate possible scope changes in advance ∨ Seek creative solutions to obtain greater efficiency

SCJ has no technical and/or contractual exceptions and/or deviations from the requirements of this RFP.

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 20085

Enter below the proposed price for each of the work tasks described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, and profits. The City’s intention is to award a firm-fixed price contract.

TASK 1:	\$22,073
TASK 2:	\$46,467
TASK 3:	\$14,374
TASK 4:	\$31,286
TASK 5:	\$19,398
TASK 98:	\$10,000
TASK 99:	\$6,402
TOTAL NOT TO EXCEED AMOUNT:	\$150,000

1. I acknowledge receipt of RFP 20085 and Addenda No.(s) NA

2. This offer shall remain firm for 90 days from the date of proposal (Minimum 90)

COMPANY NAME SCJ Alliance

ADDRESS 108 N Washington, Suite 300

Spokane, WA 9201

TELEPHONE 509.835.3770

EMAIL ADDRESS rachel.granrath@scjalliance.com

SIGNATURE OF PERSON AUTHORIZED TO BIND PROPOSER 

NAME AND TITLE OF PERSON AUTHORIZED TO BIND PROPOSER Rachel Granrath, Associate Principal

DATE SIGNED 06/07/2024

Cost Breakdown

WORK TASK	Rachel Granrath	Aren Murcar	Mike Manning	Mark Garff	Rebekah Rongo	Shareefa Abdulsalam	Hillary Kirby	Melissa Hodgson	Total Hours	Total Budget
Billing Rate	\$227	\$175	\$120	\$217	\$116	\$224	\$151	\$126		
1 – Code Assessment	20	41	68	2				14	145	\$22,073
2 – Project Plan and Community Engagement	56	88	84	23	8	4	8	2	273	\$46,467
3 – Recommended Code Updates	14	28	38	8					88	\$14,374
4 – Revised Code Updates	25	45	75	6	8	25	6		190	\$31,286
5 – Presentation and Adoption	28	32	40	8			6		114	\$19,398
98 – Management Reserve										\$10,000
99 – Expenses										\$6,402
TOTAL	143	234	305	47	16	29	20	16	810	\$150,000



SCJ ALLIANCE

Work Task	Rachel Granrath	Mark Garff	Aren Murcar	Mike Manning	Rebekah Rongo	Shareefa Abulsalam	Hillary Kirby	Melissa Hodgson	Total Labor	Total Budget
Billing Rate	\$227	\$217	\$175	\$120	\$116	\$224	\$151	\$126	-	-
Task 1: Code Assessment	2	0	34	56	0	8	0	6	106	\$16,632
Project Management & Administration			24					6	30	\$4,956
Context & Understanding			6	24		4			34	\$5,306
Code Audit	2		4	32		4			42	\$6,370
Task 2: Project Plan & Community Engagement	24	15	90	76	12	70	8	0	295	\$51,223
Project Plan	2		6						8	\$1,504
Establish a Project Steering Committee			4	2					6	\$350
Kickoff Meeting & Site Visit	16		26	26		26			94	\$17,954
Project Steering Committee Check-Ins	4	2	18	18		12			54	\$9,340
Public Engagement Plan	2	1	6			2			11	\$2,169
Public Engagement Events (2)		12	30	30	12	30	8		122	\$19,906
Task 3: Recommended Code Updates	8	4	20	32	0	8	0	0	72	\$11,816
Outline of Recommended Code Updates	4		12	24		8			48	\$7,680
Presentation to Project Steering Committee	4	4	8	8					24	\$4,136
Task 4: Draft Code Updates	10	4	20	80	8	30	0	0	152	\$19,256
Draft Code Updates	10	4	20	80	8	30			152	\$19,256
Task 5: Presentation & Adoption	12	6	38	46	0	4	2	0	108	\$23,218
Draft Code Update Presentations	4	4	30	30		4	2		74	\$17,648
Adoption	8	2	8	16					34	\$5,570
99 – Expenses									-	\$6,879
Total Hours	56	29	202	290	20	120	10	6	1358	
Grand Total	\$12,712	\$6,293	\$35,350	\$34,800	\$2,320	\$26,880	\$1,510	\$756	\$120,621	\$127,500

Red Text = SCJ Travels in Person

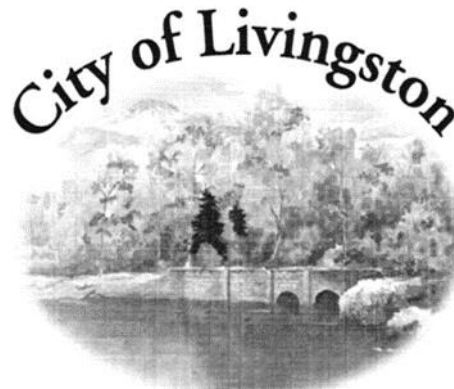
File Attachments for Item:

F. APPROVAL OF CONTRACT 20105 WITH THOMAS, DEAN & HOSKINS FOR DESIGN SERVICES

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
James Willich
Quentin Schwarz
Torrey Lyons

Date: August 6, 2024
To: Chair Kahle and City Commissioners
From: Shannon Holmes, Public Works Director

Staff Report for Design Proposal and Agreement 20105 for Bennett Street Water Loop

Recommendation and Summary

Staff is recommending the Commission approve authorizing the City Manager to sign the Professional Services Agreement with Thomas, Dean and Hoskins, (TD&H) to survey, design and provide bidding services for the Bennett Street Water Loop project by adopting the following motion:

“I move to approve authorization to the City Manager to sign Agreement 20105 with Thomas, Dean and Hoskins for the survey, design and bidding services for the Bennett Street Loop Project.”

The reasons for the recommendation are as follows:

- This project was identified as a priority in the Water Master Plan.
- This project will provide redundant water for the northeast side of Livingston, including the Water Reclamation Facility, Public Works Complex, Green Acres, Montague and Wellness Center area.

Introduction and History

This project will connect a dead end 10-inch water main in Bennett Street to the 10-inch water main north of Park Street that supplies water to Livingston Healthcare. This connection will provide better fire protection for the northeast side of Livingston and add another piping network from the 1-million-gallon reservoir to this area of town. This was identified as a priority project in the water master plan.

Analysis

This project will require coordination with the Montana Department of Transportation (MDT) and BNSF railway as the water main is within MDT right of way and will require a jack and bore under the BNSF tracks.

Fiscal Impact

This project is included in the FY 2025 budget for \$450,000.

Strategic Alignment

Growth Policy Goals, Objectives and Strategies for Growth

Goal 9.1 Develop infrastructure to enhance community services and improve public safety for Livingston residents.

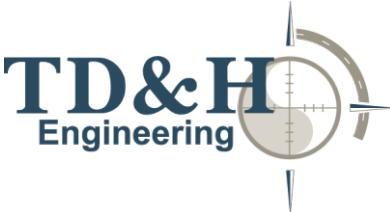
Objective 9.1.2 Implement Technologies that improve the capacity and effectiveness of all water based systems.

Strategy 9.1.2.4 Ensure adequate water supply to meet current and future demand.

Attachments

- Design Proposal
- Professional Services Agreement 20105
- Map of location

234 East Babcock Street
Suite 3
Bozeman, MT 59715



406.586.0277
tdhengineering.com

July 29, 2024

Mr. Shannon Holmes – Public Works Director
City of Livingston
330 Bennett Street
Livingston, MT 59047

**RE: PROPOSAL TO PROVIDE ENGINEERING SERVICES FOR
BENNETT STREET LOOP CONNECTION
LIVINGSTON, MONTANA**

Dear Shannon,

Thank you for the opportunity to present this proposal to provide engineering services for the project referenced above. We understand the project consists of water system improvements on the northeast side of the City. Our proposed services are outlined on Exhibit A - Scope and Fee Description.

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

Our estimated fee to complete the services identified in Exhibit A is \$35,750 (hourly).

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

ACCEPTANCE

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

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

Sincerely,



Matt McGee PE
Project Manager
TD&H ENGINEERING

J:\2023\B23-114 City of Livingston On-call Engineering SERVICES\00 GENERAL\03_PROJECT MANAGEMENT\PROPOSALS\BENNETT STREET WATER LOOP CONNECTION\CITY OF LIVINGSTON BENNETT STREET DESIGN PROPOSAL LETTER.DOC

EXHIBIT A - SCOPE AND FEE DESCRIPTION

**Livingston Bennett Street Loop Connection
July 2024**



SCOPE OF SERVICES

1. CIVIL SCOPE OF SERVICE

A. City of Livingston Water Main Improvement Design

We understand that our scope of work includes topographical survey, utility easement exhibits and coordination, and CAD design work to create construction plans, submitting design to DEQ for approval, and bidding services for water improvements.

The project includes constructing approximately 700 linear feet of 10" water main to provide a looped water connection at the northeast section of the existing water system near the Public Works Facility and WRF. The proposed mainline will extend an existing dead end water line within Bennett Street to a connection with an existing main line located along U.S. Highway 89. The connection will provide better fire protection and another route from the tank to the east side of town, which helps system redundancy with the new aquatic recreation center. Designing and installing a casing that is bored under the railroad tracks is included in this project to connect the two existing water mains.

This water system improvement project is identified in the 2019 Livingston Water Master Plan as Priority 4.

B. Civil Project Documents

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

1. Topographic Survey and Easement

TD&H will survey the project extents to confirm previous survey information and gather design-level survey information. We will coordinate with the BNSF for permission to survey within the railroad property. We will work with the City and BNSF to negotiate a permanent utility easement for the water extension across railroad property.

2. Engineering

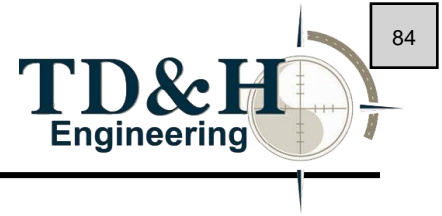
TD&H will design the water main loop extension for the section specified above. Quantities are estimated but the limits were calculated during the PER effort, so we expect them to be accurate. Components of design include:

- Construction Drawings - Complete Approximately 700 LF of new Water Main Design
 - Construction limits will be determined based on engineer's estimate and construction budget availability.

EXHIBIT A - SCOPE AND FEE DESCRIPTION

Livingston Bennett Street Loop Connection

July 2024



- Alignment of the water main extension through the BNSF property will be finalized during design with coordination from all impacted parties.
- Design includes services that are determined to be appropriate during coordination with the City. Alignments and locations to be determined during design.
- Participate in public meetings to discuss the project with impacted organizations
- Design Report & DEQ Submittal (including review fees)
- Prepare Specifications and Bid Documents
- Engineer's Estimate

3. Agency Coordination

- Meetings and coordination with MDT and MRL will be ongoing during design and bidding for this project to maintain communication with effected agencies. We have included time to support coordinating and completing permitting for BNSF and MDT for work in their easements and the placement of the new casing and water main.

4. Project Bidding

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

Assumptions and Exclusions

- Design includes determining casing sizing under the railroad for the new water main.
- We do not anticipate other utility improvements design (e.g. improvements to sewer, storm drainage or streets adjacent to the project site).
- We understand that the City intends to have the design completed this winter including DEQ approval in anticipation of a late winter/early spring bid advertisement period.
- We have not included construction staking, materials testing, or construction inspection. We do perform these services and can provide a scope and fee estimate once the design is finished and the construction schedule is known.
- The design cost does not include fee for DEQ review.
- No floodplain impacts.

EXHIBIT A - SCOPE AND FEE DESCRIPTION

**Livingston Bennett Street Loop Connection
July 2024**



SCHEDULE AND FEE

1. CIVIL SCHEDULE

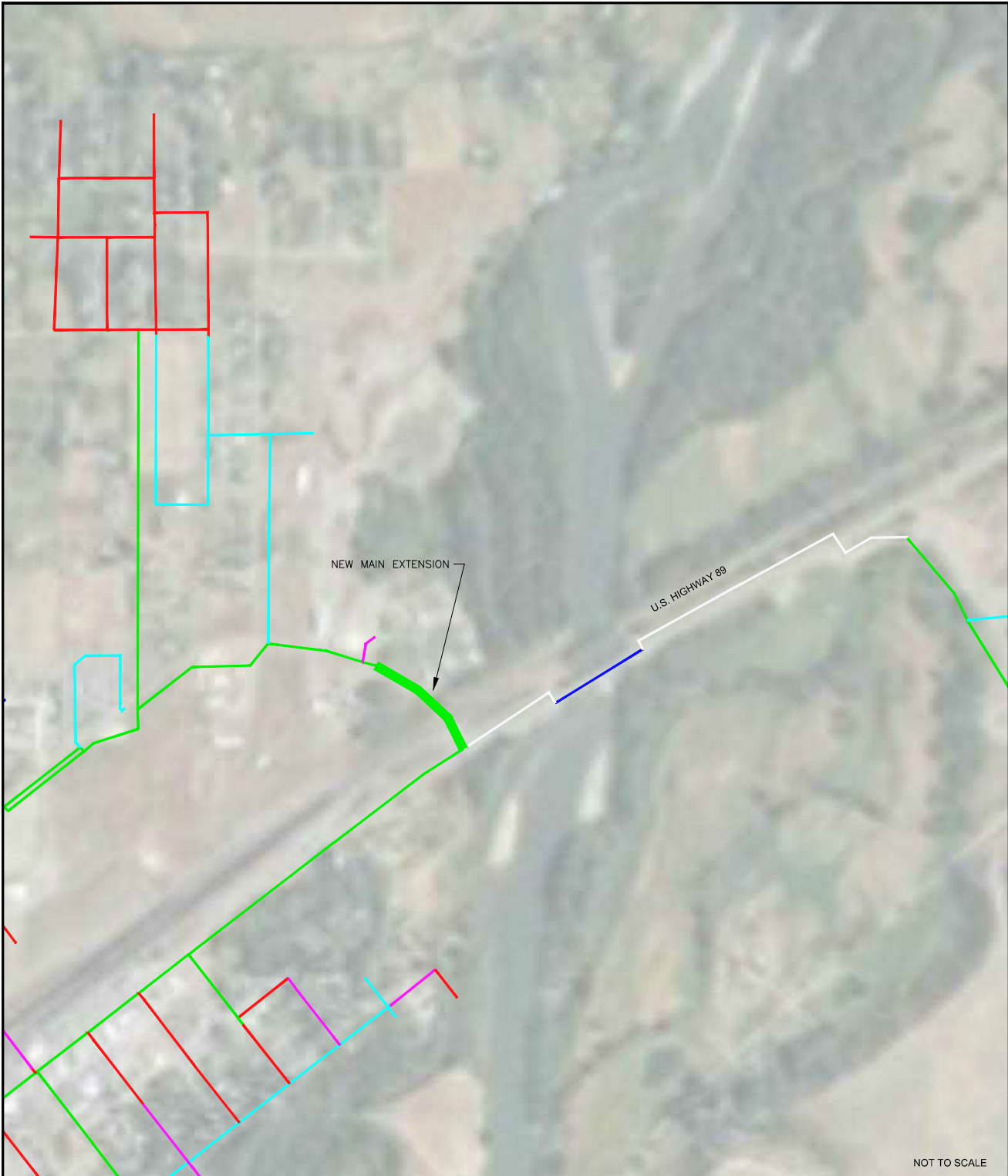
Based on our current schedule, we expect to begin work on this project immediately. The design schedule will be closely coordinated with you upon approval of this proposal.

Anticipated project schedule:

Water extension design complete with DEQ approval	December 2024
Public Bid Process	January – February 2025
Project Award	March 2025
Construction	April – June 2025

Schedule of Hourly Fees		
Task #	Description	Fee
1	Topographic Survey and Easement Work	\$5,500
2	Engineering	\$15,500
3	Agency Coordination	\$7,500
4	Project Bidding	\$4,000
	Subtotal	\$32,500
	10% Contingency	\$3,250
	TOTAL	\$35,750

TD&H proposes to complete the above tasks on a time and materials basis. The design will meet standards and requirements for DEQ approval. The estimated fee for design to capture the scope outlined above is estimated to be \$35,750.



NOT TO SCALE

LEGEND

EXISTING	DESCRIPTION
△	WATER TANK
○	WATER WELL
— (pink)	PROPOSED 10" MAIN (NOT INSTALLED AS OF 2018)

WATER MAIN COLOR CODING LEGEND

EXIST MAIN	DIAMETER (IN)
— (red)	4.0
— (orange)	6.0
— (yellow)	8.0
— (green)	10.0
— (cyan)	12.0
— (blue)	16.0
— (purple)	24.0



SHEET 0-3

**LIVINGSTON WATER MASTER PLAN
LIVINGSTON, MONTANA**

**BENNETT LOOP CONNECTION
PRIORITY NO. 4**

DESIGNED BY: MHR
 QUALITY CHECK: KEW
 DATE: SEPTEMBER 2018
 FILE NUMBER: 18-0001-XX

TD&H
Engineering

406.586.0277 • tdhengineering.com

234 E. BASCOCK ST., SUITE 4 • BOZEMAN, MONTANA 59715

REV	DATE	REVISION

NOT FOR CONSTRUCTION

PROFESSIONAL SERVICES AGREEMENT 20105

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 330 Bennett Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and THOMAS, DEAN & HOSKINS, INC., a Montana corporation with its principal office located at 1800 River Drive North, Great Falls, Montana 59401 (hereinafter referred to as the “Engineer”; and together with the City, the “Parties”).

RECITALS:

- A. The City desires to complete the project commonly known as the Bennett Street Loop Water Project (the “Project”), which Project requires certain Civil Engineering Consultant services to be performed in connection therewith.
- B. In 2023, the City advertised for Professional Engineering Services using Montana quality-based consultant selection procedures, selected TD&H Engineering, and entered into a Professional Services Agreement (the “November 2023 Agreement”) whereby the Engineer agreed to perform Miscellaneous and Tasked Based services for the City.
- C. The City now desires to engage Engineer to perform such Task Based professional engineering services in the form of the design for the Bennett Street Loop Water Project and the Engineer desires to perform the services, all according to the terms and conditions set forth below.
- D. The Engineer is engaged in the business of professional engineering, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform Survey, Design and Bidding Services for the Project and is ready, willing and able to undertake and perform the same under the terms and conditions contained in this Agreement.

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

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

2. PURPOSE AND SCOPE OF SERVICES. City agrees to retain Engineer to perform all services and comply with all obligations specified or indicated in **Exhibit A**, which is attached hereto and incorporated herein as if fully set forth in this Paragraph 2, and as set forth and described in the Standard General Conditions of the General Services Agreement the City entered into. (the services described in this Paragraph 2 shall be collectively referred to hereinafter as the “Services”).

3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Engineer agrees that all hiring will be on the basis of merit and qualifications and that the Engineer will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

4. NATURE OF RELATIONSHIP.
 - a. The Engineer states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Engineer shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Engineer has been and will continue to be free from the control or direction of the City in the performance of this Agreement.

 - b. Engineer shall not be considered an employee of the City for purposes of tax, retirement system, or social security, FICA withholding, or for any other purpose. Engineers are not subject to the terms and provisions of the City’s personnel policies and may not be considered a City employee for workers’ compensation or any other purpose.

 - c. The Engineer shall not be deemed, by virtue of this Agreement, nor the performance thereof, to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.

 - d. The Engineer, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned

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

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

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

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

contractors, including subcontractors. Proofs of coverage are collectively attached to this Agreement as **Exhibit B**.

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

6. PAYMENT.

- a. For the satisfactory completion of the Services, the City will pay the Engineer a sum not to exceed Thirty-five Thousand Seven Hundred Fifty Dollars (\$35,750.00). Each specific service the Engineer provides under this Agreement, and the maximum amount the City will pay the Engineer for each, is set forth in Exhibit A.
- b. The Engineer may submit monthly requests for payment based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed.
- c. In connection with obtaining payment under this Agreement, Engineer agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Engineer assumes responsibility for the late filing of a claim.
- d. In the event the Engineer seeks payment or compensation for work, materials, or services not included in this Agreement, and the exhibits hereto, the Engineer must seek prior written authorization from the City before such expenditure is incurred. If the Engineer fails to obtain prior written authorization, the Engineer shall not be entitled to payment for the unauthorized work, materials or services.

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

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

8. OWNERSHIP AND PUBLICATION OF MATERIALS. All documents, design drawings, data, specifications, reports, estimates, and such other information and material accumulated or prepared as a result of this Agreement are the property of the City, and the City shall have exclusive and unrestricted authority to release, publish, or otherwise use, in whole or in part, information relating thereto. Any use without written verification or adaptation by the Engineer for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

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

10. INSURANCE. The Engineer will carry a general liability insurance and professional errors and omissions insurance during the term of this Agreement in an amount of not less than One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) per occurrence, and Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) per claim. Copies of certificates of insurance, suitable to the City, shall be filed with the City and are attached hereto and incorporated herein as Exhibit C. The engineer shall make the City an additional, named insured on its policy for this project, and will provide proof thereof prior to providing services under this agreement. Engineer shall also maintain workers' compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.

11. CONFLICT OF INTEREST. The Engineer covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of the Services. The Engineer further covenants that, in performing this Agreement, it will employ no person who has any such interest.
12. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
13. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
14. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
15. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Project and supersedes all prior agreements and understandings between the Parties with respect to the Project.
16. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
17. TIME IS OF THE ESSENCE. The Bennett Street Loop Project will have Montana Department of Environmental Quality approval and be advertised for bid by January 15, 2025.

- 18. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

- 19. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of an third party. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the Engineer from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

- 20. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.

- 21. LIAISON. The designated liaisons with the City are Shannon Holmes and Adam Ballew, both of whom can be reached at (406) 222-5667. The Engineer’s liaison is Matt McGee, who can be reached at (406) 586-0277.

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

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

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

CITY OF LIVINGSTON

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

Grant Gager

Name: _____
Its: _____

[Exhibit A]

[Scope of Services]

[**Exhibit B**]

[**Work Comp Insurance**]

[Exhibit C]

[Other Certificates of Insurance]



NOT TO SCALE

LEGEND

EXISTING	DESCRIPTION
△	WATER TANK
⊙	WATER WELL
—	PROPOSED 10" MAIN (NOT INSTALLED AS OF 2018)

WATER MAIN COLOR CODING LEGEND

EXIST MAIN	DIAMETER (IN)
—	4.0
—	6.0
—	8.0
—	10.0
—	12.0
—	16.0
—	24.0



SHEET 6-3 FOR 6-24-2018

**LIVINGSTON WATER MASTER PLAN
LIVINGSTON, MONTANA**
**BENNETT LOOP CONNECTION
PRIORITY NO. 4**

DRAWN BY: MRM
DESIGNED BY: MRM
DATE: SEPTEMBER 2018
QUALITY CHECK: KEW
FILED: 11/15/2018
FILED BOOK: XX

TD&H
Engineering

406.586.0277 • tdhengineering.com

234 E. BABCOCK ST., SUITE 4 • BOZEMAN, MONTANA 59715

REV	DATE	REVISION

NOT FOR CONSTRUCTION

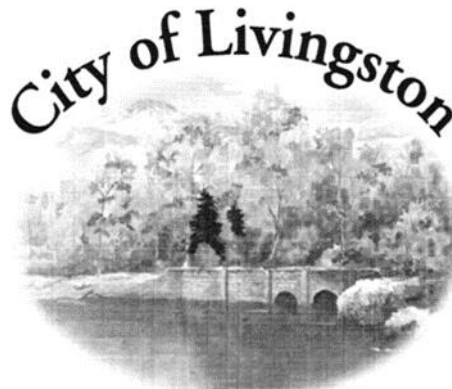
File Attachments for Item:

G. APPROVAL OF CONTRACT 20106 WITH THOMAS, DEAN & HOSKINS FOR ENGINEERING SERVICES

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
James Willich
Quentin Schwarz
Torrey Lyons

Date: August 6, 2024
To: Chair Kahle and City Commissioners
From: Shannon Holmes, Public Works Director

Staff Report for Preliminary Engineering Report for Regional Water Project

Recommendation and Summary

Staff is recommending the Commission approve authorizing the City Manager to sign the Professional Services Agreement with Thomas, Dean and Hoskins, (TD&H) to provide engineering services for the Regional Water Preliminary Engineering Report by adopting the following motion:

“I move to approve authorization to the City Manager to sign Agreement 20106 with Thomas, Dean and Hoskins for engineering services for the Regional Water Preliminary Engineering Report.”

The reasons for the recommendation are as follows:

- This project continues the necessary utility extensions for the recently annexed properties within the Green Acres and Montague Subdivisions.
- This project will analyze the alignment options and probable costs for extending City water for the northeast side of Livingston.

Introduction and History

The proposed planning effort will evaluate extending the public water system to the existing Sleeping Giant Estates and Montague Subdivision. Both neighborhoods are on a number of existing community shared wells. The City annexed these Subdivisions in 2021 and is required to provide municipal water within 5 years. The proposed planning activity would include replacement of a portion of the City of Livingston’s existing water distribution system and extending a new water main to Green Acres subdivision as well. The Green Acres Subdivision was originally platted in 1959. Water was supplied to the subdivision through a public water system owned by the Green Acres Homeowners Association (HOA). The HOA purchased potable water from the City of Livingston. The City annexed Green Acres in 2020.

Analysis

The proposed planning report would include evaluation of various alignment alternatives to upgrade the City’s water distribution system in the Green Acres Subdivision, Montague Subdivision and Sleeping Giant Community and provide probable cost estimates for each alternative. Through the process, the City and Engineer will host 3 public meetings for the residents

in the northeast part of town to inform, educate and receive feedback on the alternatives and probable costs. The City will actively pursue construction grant opportunities to reduce the financial burden of this project.

Fiscal Impact

The City of Livingston received a \$40,000 grant from the Montana Coal Endowment Program for this project. The City was required to provide a \$10,000 match per the grant requirements. This project is included in the FY 2025 budget for \$50,000.

Strategic Alignment

Growth Policy Goals, Objectives and Strategies for Growth

Goal 9.1 Develop infrastructure to enhance community services and improve public safety for Livingston residents.

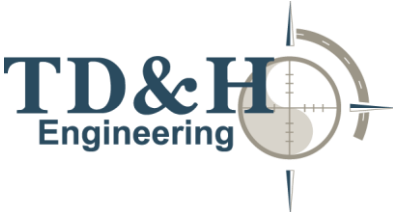
Objective 9.1.2 Implement Technologies that improve the capacity and effectiveness of all water based systems.

Strategy 9.1.2.4 Ensure adequate water supply to meet current and future demand.

Attachments

- Design Proposal
- Professional Services Agreement 20106
- Grant Award Announcement
- Map of location

234 East Babcock Street
Suite 3
Bozeman, MT 59715



406.586.0277
tdhengineering.com

July 9, 2024

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

**RE: PROPOSAL TO PROVIDE ENGINEERING SERVICES FOR
THE REGIONAL WATER PRELIMINARY ENGINEERING
REPORT
LIVINGSTON, MONTANA**

Dear Shannon,

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

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

Our estimated fee to complete the services identified in Exhibit A is \$50,000 (hourly).

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

ACCEPTANCE

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

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

Sincerely,



Matt McGee PE
Project Manager
TD&H ENGINEERING

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PROFESSIONAL SERVICES AGREEMENT 20106

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 330 Bennett Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and THOMAS, DEAN & HOSKINS, INC., a Montana corporation with its principal office located at 1800 River Drive North, Great Falls, Montana 59401 (hereinafter referred to as the “Engineer”; and together with the City, the “Parties”).

RECITALS:

- A. The City desires to complete the project commonly known as the Regional Water Preliminary Engineering Report Project (the “Project”), which Project requires certain Civil Engineering Consultant services to be performed in connection therewith.
- B. In 2023, the City advertised for Professional Engineering Services using Montana quality-based consultant selection procedures, selected TD&H Engineering, and entered into a Professional Services Agreement (the “November 2023 Agreement”) whereby the Engineer agreed to perform Miscellaneous and Tasked Based services for the City.
- C. The City now desires to engage Engineer to perform such Task Based professional engineering services for the Regional Water Preliminary Engineering Report and the Engineer desires to perform the services, all according to the terms and conditions set forth below.
- D. The Engineer is engaged in the business of professional engineering, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform Survey, Preliminary Design and Public Outreach Services for the Project and is ready, willing and able to undertake and perform the same under the terms and conditions contained in this Agreement.

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

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

2. PURPOSE AND SCOPE OF SERVICES. City agrees to retain Engineer to perform all services and comply with all obligations specified or indicated in **Exhibit A**, which is attached hereto and incorporated herein as if fully set forth in this Paragraph 2, and as set forth and described in the Standard General Conditions of the General Services Agreement the City entered into. (the services described in this Paragraph 2 shall be collectively referred to hereinafter as the “Services”).

3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Engineer agrees that all hiring will be on the basis of merit and qualifications and that the Engineer will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

4. NATURE OF RELATIONSHIP.
 - a. The Engineer states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Engineer shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Engineer has been and will continue to be free from the control or direction of the City in the performance of this Agreement.

 - b. Engineer shall not be considered an employee of the City for purposes of tax, retirement system, or social security, FICA withholding, or for any other purpose. Engineers are not subject to the terms and provisions of the City’s personnel policies and may not be considered a City employee for workers’ compensation or any other purpose.

 - c. The Engineer shall not be deemed, by virtue of this Agreement, nor the performance thereof, to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.

 - d. The Engineer, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned

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

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

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

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

contractors, including subcontractors. Proofs of coverage are collectively attached to this Agreement as **Exhibit B**.

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

6. PAYMENT.

- a. For the satisfactory completion of the Services, the City will pay the Engineer a sum not to exceed Fifty Thousand Dollars (\$50,000.00). Each specific service the Engineer provides under this Agreement, and the maximum amount the City will pay the Engineer for each, is set forth in Exhibit A.
- b. The Engineer may submit monthly requests for payment based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed.
- c. In connection with obtaining payment under this Agreement, Engineer agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Engineer assumes responsibility for the late filing of a claim.
- d. In the event the Engineer seeks payment or compensation for work, materials, or services not included in this Agreement, and the exhibits hereto, the Engineer must seek prior written authorization from the City before such expenditure is incurred. If the Engineer fails to obtain prior written authorization, the Engineer shall not be entitled to payment for the unauthorized work, materials or services.

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

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

8. OWNERSHIP AND PUBLICATION OF MATERIALS. All documents, design drawings, data, specifications, reports, estimates, and such other information and material accumulated or prepared as a result of this Agreement are the property of the City, and the City shall have exclusive and unrestricted authority to release, publish, or otherwise use, in whole or in part, information relating thereto. Any use without written verification or adaptation by the Engineer for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

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

10. INSURANCE. The Engineer will carry a general liability insurance and professional errors and omissions insurance during the term of this Agreement in an amount of not less than One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) per occurrence, and Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) per claim. Copies of certificates of insurance, suitable to the City, shall be filed with the City and are attached hereto and incorporated herein as Exhibit C. The engineer shall make the City an additional, named insured on its policy for this project, and will provide proof thereof prior to providing services under this agreement. Engineer shall also maintain workers' compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.

11. CONFLICT OF INTEREST. The Engineer covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of the Services. The Engineer further covenants that, in performing this Agreement, it will employ no person who has any such interest.
12. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
13. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
14. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
15. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Project and supersedes all prior agreements and understandings between the Parties with respect to the Project.
16. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
17. TIME IS OF THE ESSENCE. The final Regional Water Preliminary Engineering Report will be submitted to the City by December 31, 2024.

18. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

19. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of an third party. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the Engineer from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

20. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.

21. LIAISON. The designated liaisons with the City are Shannon Holmes and Adam Ballew, both of whom can be reached at (406) 222-5667. The Engineer’s liaison is Matt McGee, who can be reached at (406) 586-0277.

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

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

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

CITY OF LIVINGSTON

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

Grant Gager

Name: _____
Its: _____

[Exhibit A]

[Scope of Services]

[Exhibit B]

[Work Comp Insurance]

[Exhibit C]

[Other Certificates of Insurance]

SCOPE OF SERVICES

1. CIVIL SCOPE OF SERVICE

A. Regional Water PER

Green Acres is currently connected to the City water system; however, the infrastructure is aging and not properly looped to provide correct service access in some areas and there are dead end mains that do not provide sufficient fire flows. The PER process will actively engage residents of the subject developments and surrounding community through public meetings. We realize public understanding and support is critical to this project and TD&H will emphasize this coordination during the process.

The primary objective of the PER will be to identify infrastructure deficiencies and recommend improvements to critical distribution infrastructure in the Green Acres Subdivision and a water system extension for the Montague Subdivision and Sleeping Giant development. The planning effort will utilize previous water master planning documents and the Green Acres Subdivision Wastewater Collection Study as a baseline for information on the existing system and water system extension. The PER will become a critical tool for grant applications and long-term water infrastructure improvement planning for this area of the City. The document will be provided in standard PER format.

Planning

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

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

Establish Design Criteria

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

EXHIBIT A - SCOPE AND FEE DESCRIPTION

**Livingston Regional Water PER
July 2024**



Alternative Evaluations

- Water distribution system needs and improvements

Alternative Comparison

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

Recommendations and Implementation

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

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

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

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

Finally, the task of establishing capital and present worth costs in the current climate. One of the most difficult tasks of the professional engineer in recent years and months has been forecasting construction costs. Unprecedented fluctuations in material costs and escalation have created challenges to predicting construction costs even in the short term. Unlike historical inflationary factors, this escalation has not been uniform across the construction industry. Many of the basic materials that support public infrastructure construction (plastic pipe, copper wire, concrete ready-mix, mechanical equipment) have been most susceptible to these fluctuations.

EXHIBIT A - SCOPE AND FEE DESCRIPTION

**Livingston Regional Water PER
July 2024**



The Covid-19 pandemic and severe weather events have caused disruptions in the construction market and will likely continue to do so for the next few years.

Assumptions and Exclusions

- Planning services excludes design and construction services.
- Planning services excludes funding application and procurement, grant and loan administration. TD&H is capable and willing to provide proposals for these services when the time is appropriate.
- The Owner shall participate in the definition and selection of the alternatives to be evaluated during this project.
- All work performed shall be directly supervised by a licensed professional engineer in the State of Montana. The PER shall bear the seal of the supervising engineer. The supervising engineer and/or designated staff of engineer shall communicate regularly with the owner's point of contact and with funding and regulatory agency personnel to ensure project efficiency and to receive all pertinent input. The engineer shall maintain meeting minutes and phone mail logs of all project communications.
- The PER shall meet all requirements for the design of water facilities as defined in the latest edition of the Montana Department of Environmental Quality Circular DEQ-1, Design Standards for Water Works.
- We will coordinate with MCEP and meet their funding requirements during the PER drafting process.

SCHEDULE AND FEE

Based on our current schedule, we expect to begin work on this project immediately. The project schedule will be closely coordinated with you upon approval of this proposal as discussed above. The following is our proposed schedule of major tasks and milestones. We anticipate completing the PER by end of December 2024.

Anticipated project schedule:

Kickoff Meeting	July 2024
Data review and Analysis	August 2024
Develop PER & Public Meetings	September & October 2024
Public Hearings and Finalize PER	November & December 2024

Schedule of Hourly Fees		
Task #	Description	Fee
1	Regional Water PER	\$50,000
	TOTAL	\$50,000

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

OFFICE OF THE GOVERNOR
STATE OF MONTANA

118

Greg Gianforte
GOVERNOR



Kristen Juras
LT. GOVERNOR

June 7, 2024

Mr. Grant Gager, City Manager
City of Livingston
220 E Park Street
Livingston, MT 59047

Re: Notice of Montana Coal Endowment Program Planning Grant Award

Dear City Manager Gager:

Congratulations! On behalf of the State of Montana, it is my pleasure to notify you that the City of Livingston has been selected for a Montana Coal Endowment Program planning grant award in the amount of \$40,000 to complete a water preliminary engineering report for Green Acres Subdivision.

All awardees will be contacted directly with more information in the upcoming weeks by program staff. If you have any questions, please contact the Community MT Division at the Montana Department of Commerce at 406-841-2770 or DOCCDD@mt.gov.

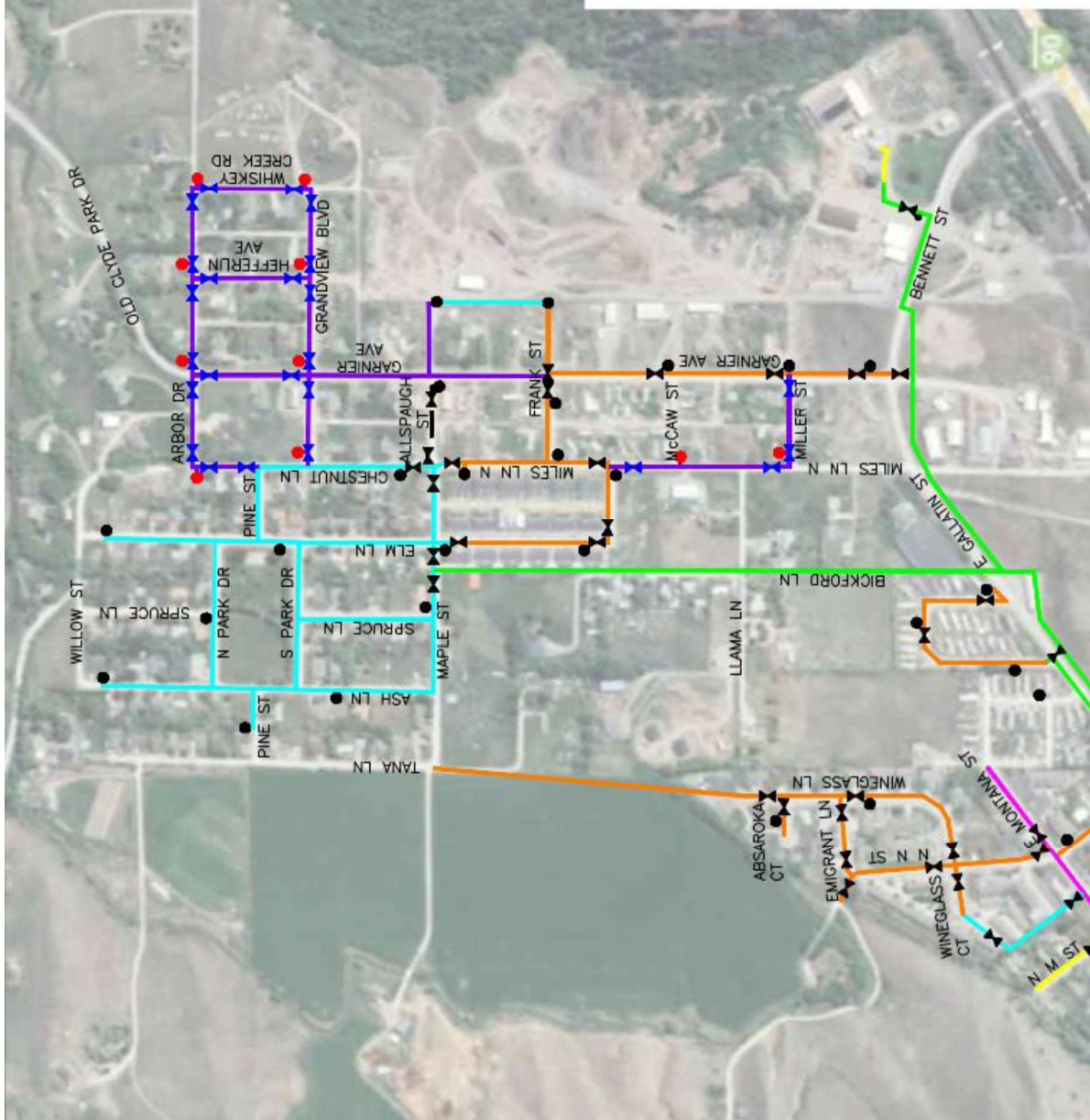
Again, congratulations. I wish you great success in the completion of your project.

Sincerely,


Greg Gianforte
Governor

ALTERNATIVE 1

- NEW 8-INCH MAIN EXTENDING NORTH ALONG GARNIER AVENUE
- NEW 8-INCH MAINS WITHIN SLEEPING GIANT AND MONTAGUE SUBDIVISION
- NEW VALVES AND FIRE HYDRANTS
- NO IMPROVEMENTS TO GREEN ACRES



LEGEND

- 4-INCH
- 6-INCH
- 8-INCH
- 10-INCH
- 12-INCH
- UNKNOWN
- NEW 6-INCH
- NEW 8-INCH
- NEW HYDRANT
- NEW VALVE
- HYDRANT
- VALVE

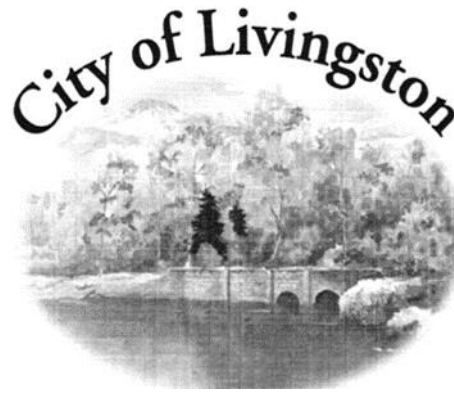
File Attachments for Item:

H. APPROVAL OF SPECIAL EVENT EXCEPTION TO ALCOHOL POSSESSION AND CONSUMPTION RESTRICTIONS FOR BARKS AND BREWS 2024

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
James Willich
Quentin Schwarz
Torrey Lyons

Date: August 6, 2024
To: Chair Kahle and City Commissioners
From: Grant Gager, City Manager

Staff Report for Consideration of Request for a Special Event Exception to City of Livingston Alcohol Consumption Restrictions

Recommendation and Summary

Staff is recommending the Commission approve an exception to the enforcement of restrictions on consumption of beer or liquor during the 2024 Bark & Brews event on August 19, 2024, by adopting the following motion:

“I move to approve the request to create an exception to the enforcement of the restrictions on carrying or consuming alcohol during the 2024 Bark & Brews event.”

The reasons for the recommendation are as follows:

- The Livingston Municipal Code allows the City Commission to provide exceptions for special events to allow public consumption of beer or liquor.
- The City has received a request from a special event operator for such an exception.

Introduction and History

The applicant has submitted a Special Event Permit for a community event/run that begins and ends at The Owl Lounge. The event has been successfully hosted in past years and includes fun in addition to alcoholic beverages.

Analysis

City departments have reviewed the request and are comfortable with the event as planned pending Commission approval of this waiver.

Fiscal Impact

Application fees will offset costs associated with the event.

Strategic Alignment

Growth Policy strategy 9.2.2.2. encourages the City to “Continue to provide public space and venues for community events and festivals.”

Attachments

- Attachment A: 2024 Bark & Brews Application

City of Livingston Special Event Permit Application

The City of Livingston Special Event Permit Application applies to City of Livingston Streets, Facilities, Parks and Trails; this does NOT include private property. Completed applications must be submitted **at least 6 weeks** prior to the event date. (8 weeks if requesting fee waivers, see Section 7 for eligibility)

Applications **are not considered complete** until the following items have been submitted:

- Signed Application
- Non-refundable application fee: \$50 resident / \$80 non-resident
- Refundable Deposit if utilizing any COL equipment or Facility
- Proof of Liability Insurance
 - \$1,500,000 and \$750,000 per occurrence
 - Fire Casualty and Property loss insurance on the premises in the minimum amount of \$500,000.00 with a loss payable provisions to the City.
- Proposed maps/layout of event
 - If run/walk, include locations of water stations/volunteers/traffic control devices

Application Information (should also serve as the event day contact)

Renter/Contact Name: Alicia Davis

Organization: Stafford Animal Shelter

Email Address: Adavis@staffordanimalshelter.org Tax ID Number: 36-3432468

Address: 3 Business Park Rd. City, State, Zip: Livingston, MT, 59047

Mobile Phone: _____ Work Phone: 406-222-1313

Group insuring event: Stafford Animal Shelter, The Owl (liquor/premises)

Insurance Company: Stafford's - Arch Ins. Co. Policy Number: MKPK09567105

Insurance Agent: First West Ins. Insurance Phone: (406) 587-5111

Insurance Address: 1905 Stadium Dr, Bozeman, MT 59715

Event Information

Name of Event: Bark & Brews Date of Event: 8/19/2024

Event Type: 5K Dog-Friendly Run Approx # of Attendees: _____

Proposed Route(s) and/or Map(s) Attached: YES Time(s) of event: 6:00pm

Set up	Event	Event	Cleanup
Begins: <u>5pm</u>	Begins: <u>6pm</u>	ends: <u>9:30pm</u>	Complete: <u>12AM</u>

Please provide a brief description of your event: *(use additional sheet if you need more space)*

Check-in and registration: 6pm at The Owl Lounge
 5K dog/family friendly race to begin: see map
 Music & Food: 7:30pm-9:30pm
 Clean-up: 9:30pm-midnight

Please identify any safety / security issues:

Do you plan for your event to:

Have food: NO If yes, have you contacted the Park County Sanitarian at 406-222-4145 and followed all requirements?

Accumulate waste: NO If yes, please notate your disposal plan (We recommend 1 – 96 Gallon can per 200 people):

The City of Livingston will supply additional trash cans for your event, if utilizing, please notate quantity:

 Mon – Fri, 7am – 4pm: \$20 for first can; \$10 per additional can

 Mon – Fri, 4pm-10pm; Saturday & Sunday: \$30 for first can; \$15 per additional can

Need restrooms: NO If yes, how do you plan to accommodate? (We recommend one toilet per 250 people)

Need electricity: NO If yes, what for and what source do you plan to use?

Utilize parking: NO If yes, how do you plan to accommodate?

Utilize City park/facility/space: NO If yes, please name the space and provide record of reservation. Contact the Recreation Department at 406-223-2233 to reserve.

Use a stage, bleachers, tents or other temporary structures: NO

If yes, please attach a drawing of proposed location(s) and sizes. \$30 irrigation locate fee applies when in parks.

***Utilize Cones, A-frames or Barricades from the City of Livingston:** NO

Candlestick Cones: @ \$3 each A-Frames: @ \$7 each Barricades: @ \$12 each

Construction Fencing: @ \$15 / 100 feet

**When rented individually these items do require a \$100 refundable deposit upon return of items*

Street Closure: NO If yes, please notate number of streets* in accurate space provided as well as on the route map

 Mon – Fri, 7am – 4pm: \$110 each (up to 2 streets) \$50 per street over 2

 Mon – Fri, 4pm-10pm; Saturday & Sunday: \$200 each (up to 2 streets) \$100 per street over 2

**A street is considered one city block. Permit Holder understands responsibility to notify ALL residents / businesses affected by closure*

Alcohol to be served at event: NO If yes, describe the location of sales, liquor license to be used and measures to insure proper ID for purchases and persons supervising the operation:

Race will end the The Owl Lounge, alcohol optional for participants. Not served by Stafford.

Liquor Liability Attached as described in Section 7

Proof of Alcohol Server Training as described in Section 7

Requests for special animal policy considerations as described in Section 7: NO If yes, please describe:

Will the event require camping or temporary housing: NO If yes, have you the Park County Sanitarian at 406-222-4145 to set up a temporary housing plan and answer the following questions:

_____ Date(s) Camping will occur _____ Location of camp site(s) _____ Number of campers
_____ Number of tents _____ Location of tent(s) _____ Fire Ring(s) needed? *(must be authorized by Fire Dept)*

Please describe plan for water/sanitation facilities and parking:

Agreement to the City of Livingston Special Event conditions. Application hereby agrees to comply with the City of Livingston Special Event Conditions (Policy & Fee Schedule – Section 7). Upon signing this application, the applicant agrees not to violate any state or city codes in the presentation of the requested special event.

In consideration for permission to conduct its activity as requested, applicant agrees to indemnify, defend and hold harmless the City of Livingston, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person from all liability claims, actions or judgements which may arise from the activity. Applicants also agree to obtain valid save or hold harmless agreements from all participants in its activity, protecting the City of Livingston from all losses arising out of its activity, including damages of any kind or nature.

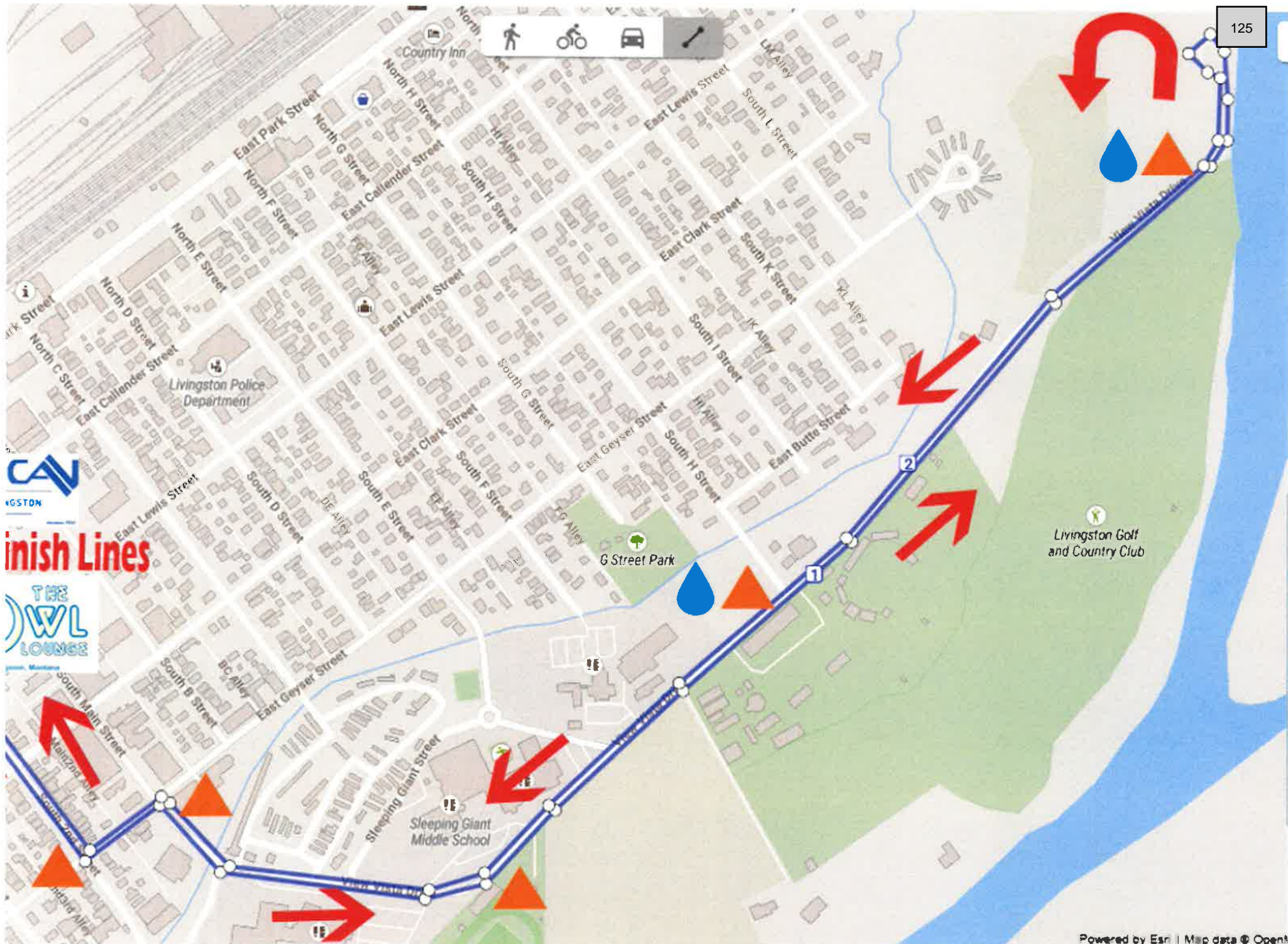
I, Alicia Davis hereby agree to the terms of insurance as set forth by the City of Livingston for my special event, and realize I must attach proof of insurance with this document in order for my appl
my appl _____ plete.



7-16-2024

Responsible party (must have authority to sign) Date

City of Livingston City Manager Date



Livingston Lines

THE **WL** LOUNGE



STAFANI-01

SPE 126

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First West, Inc. P.O. Box 1800 Bozeman, MT 59771	CONTACT NAME: Sharon Petzold		
	PHONE (A/C, No, Ext): (406) 922-6042	FAX (A/C, No):	
E-MAIL ADDRESS: spetzold@1stwestinsurance.com			
INSURED Stafford Animal Shelter 3 Business Park Rd. Livingston, MT 59047	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Arch Insurance Company		11150
	INSURER B : Montana State Fund		15819
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			MKPK09567105	1/13/2024	1/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MKPK09567105	1/13/2024	1/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			MKUM09783801	1/13/2024	1/13/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	031570096	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Livingston 220 E Park St. Livingston, MT 59047	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

CITY OF LIVINGSTON
220 E PARK ST
LIVINGSTON MT 59047

(406) 222-1142

Receipt No: 3.036043

Jul 17, 2024

STAFFORD SHELTER BARK & BREW 8/19/24

Finance - Special Event App & Permits	80.00
<hr/>	
Total:	80.00
<hr/>	
Check Check No: 18920	80.00
Total Applied:	80.00
<hr/>	
Change Tendered:	.00
<hr/>	

07/17/2024 9:11 AM

Stafford Animal Shelter Operating Account

18920

City of Livingston

Date	Type	Reference	Original Amt.	Balance Due	7/16/2024 Discount	Payment
7/16/2024	Bill		80.00	80.00		80.00
				Check Amount		80.00

pd. in full 7/17.24

FIB - Operating

Special Events Permit - Barks & Brews 2024

80.00

File Attachments for Item:

A. PROCLAMATION CELEBRATING NATIONAL NIGHT OUT ON AUGUST 6, 2024



A Proclamation of the City Commission
Declaring August 6, 2024,
to be National Night Out in the
City of Livingston, Montana

WHEREAS, the National Association of Town Watch (NATW) sponsors a national community-building campaign on Tuesday, August 1, 2023 entitled “National Night Out”; and

WHEREAS, the National Night Out campaign provides an opportunity for neighbors in your city to join over 38 million neighbors across 16 thousand communities from all 50 states, U.S. territories and military bases worldwide; and

WHEREAS, National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work; and

WHEREAS, neighbors in your city assist the local law enforcement agency through joint community-building efforts and support National Night Out 2024; and

WHEREAS, it is essential that all neighbors of your city come together with police and work together to build a safer, more caring community; and

NOW, THEREFORE, I Karrie Kahle, on behalf of the Livingston City Commission, do hereby call upon all of our residents to join us in support of the Livingston Police Department, the Park County Sheriff’s Office, Livingston Fire and Rescue and Park County Rural Fire District, and the town of Clyde Park, during the National Night Out festivities on Tuesday, August 6, 2024.

FURTHER, LET IT BE RESOLVED THAT that I, Karrie Kahle, do hereby proclaim Tuesday, August 6, 2024 as “National Night Out” in the City of Livingston.

Dated this _____ day of _____ 2024.

KARRIE KAHLE, Chair

EMILY HUTCHINSON, City Clerk

File Attachments for Item:

B. PROCLAMATION HONORING JOHN A. TECCA SR.



Proclamation
of the Livingston City Commission

**Declaring December 8, 2024,
John Tecca Day in the City of Livingston.**

WHEREAS, John Alfred Tecca Sr. was born in Livingston on December 8, 1936, and graduated from Park High School in 1955, becoming a 3rd generation Montanan and a beloved community member known for his generosity and humor; and

WHEREAS, John Tecca built his first grocery store at age 18, which became John's IGA, earning recognition as "Top IGA Grocer" in Montana and Wyoming, and later developed the Yellowstone Gateway Mall; and

WHEREAS, John Tecca, a lifelong resident of Livingston, Montana, passed away peacefully on November 10, 2022, surrounded by his loving family; and

WHEREAS, John Tecca is remembered for his kindness, generosity, and impact on the community, leaving behind a large and loving family; and

WHEREAS, John Tecca enjoyed spending time with his family, friends and fellow community members in Sacajawea Park regardless of wind or weather conditions; and

WHEREAS, John's daughter Cindy Tecca has organized the donation and construction of a picnic shelter, tables and grills in Sacajawea Park for use by the Community in honor of her father;

NOW, THEREFORE, BE IT RESOLVED on behalf of the Livingston City Commission, I, Karrie Kahle, Chair, do hereby declare December 8, 2024, to be:

JOHN ALFRED TECCA SR. DAY

IN THE CITY OF LIVINGSTON, MONTANA

Further, I encourage community members to celebrate John Tecca Day by visiting the new John Tecca Memorial Gazebo located in Sacagawea Park.

Signed this 6th day of August, 2024.

Karrie Kahle, Chair
Livingston City Commission

Emily Hutchinson,
City Clerk

File Attachments for Item:

C. PROCLAMATION RECOGNIZING COMMUNICATIONS OFFICER MARIAH THOMAS



Proclamation

of the Livingston City Commission

Recognizing Communications Officer Mariah Thomas

WHEREAS, on July 2, 2024, at approximately 3:12 AM, Communications Officer Mariah Thomas received a call from Sweet Grass County dispatch; and

WHEREAS, Sweet Grass County dispatch advised that they had taken a 911 call from a male who stated his wife was in labor and he was taking her to the hospital from mile marker 354 on Interstate 90; and

WHEREAS, Communications Officer Thomas obtained the caller's information, and after disconnecting with SGO dispatch, paged Livingston Fire and Rescue to begin a response, subsequently contacting the 911 caller directly; and

WHEREAS, once in contact with the caller, Communications Officer Thomas initiated Emergency Medical Dispatching questions and determined that delivery of the baby was imminent; and

WHEREAS, Communications Officer Thomas instructed the male to pull to the side of the road in order to assist his wife in the delivery, guiding him through a successful delivery and continued to provide instruction, helping him provide appropriate care to the infant and the mother until LFR arrived on scene;

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of Livingston, on behalf of all its residents, hereby recognizes and commends Communications Officer Mariah Thomas for displaying extraordinary calm in a rapidly evolving event; and

BE IT FURTHER RESOLVED, that Communications Officer Thomas's ability to remain calm and manage such a chaotic situation is a testament to her competence and skill as a Communications Officer; and

BE IT FURTHER RESOLVED, that the actions of Communications Officer Mariah Thomas reflect her great training and preparation, as well as that of Livingston/Park County 911, and the profession of law enforcement as a whole. We are thankful for Officer Thomas and all members of Livingston/Park County 911.

Signed this 6th day of August, 2024.

Karrie Kahle, Chair
Livingston City Commission

Emily Hutchinson,
City Clerk

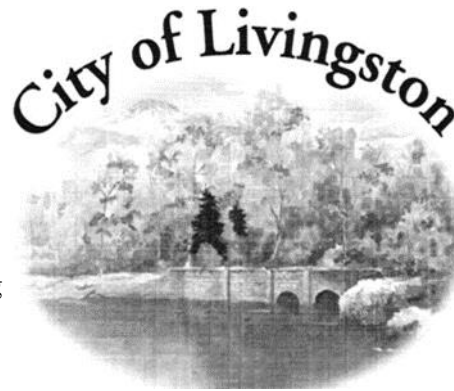
File Attachments for Item:

A. ORDINANCE 3045: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTION MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ESTABLISHING A GATEWAY OVERLAY ZONING DISTRICT THAT INCLUDES CERTAIN PROPERTIES.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chair
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
Quentin Schwarz
Torrey Lyons
James Willich

Date: August 6, 2024
To: Chair Kahle and City Commissioners
From: Jennifer Severson, Planning Director

Staff Report for Ordinance 3054

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ESTABLISHING A GATEWAY OVERLAY ZONING DISTRICT THAT INCLUDES CERTAIN PROPERTIES

Recommendation and Summary

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

“I move to approve the second reading of Ordinance 3054 to amend the City of Livingston Zoning Code Section 30.13 related to the Official Zoning Map and to authorize the Chair to sign Ordinance 3054.”

The reasons for the recommendation are as follows:

- The 2021 Growth Policy includes recommendations to identify community gateways at key entry and exit points to the City, establish building design guidelines in these gateways, and adopt a Design Overlay Zone within which those design guidelines would be enforced.
- The City must amend its Official Zoning Map to establish the Gateway Overlay Zoning District.
- At its July 16, 2024 meeting, the City Commission voted 3-0 to approve Ordinance 3054.

Introduction and History

In 2021, the City adopted a Growth Policy that included recommendations to identify community gateways at key entry and exit points at the periphery of City limits, establish building design guidelines in these gateways, and adopt a Design Overlay Zone within which those design guidelines would be enforced.

The Gateway Overlay Zone shown in Exhibit 3.2 – Special Districts Map in the Growth Policy encompasses three community gateway areas (see Attachment 1). Furthermore, the City previously adopted Building Design Standards in Zoning Code Section 30.46 (see Attachment 2). However, the Official Zoning Map has not yet been amended to establish a Gateway Overlay Zoning District.

The purpose of the proposed map amendment is to identify parcels to be included in the Gateway Overlay Zoning District and provide the framework to regulate the design of future commercial development/redevelopment in community gateway areas.

At a June 24, 2024 meeting, the Consolidated Land Use Board, acting in its capacity as the Livingston Zoning Commission, unanimously approved (6:0) the proposed amendment to the Official Zoning Map to establish the Gateway Overlay Zoning District.

Analysis

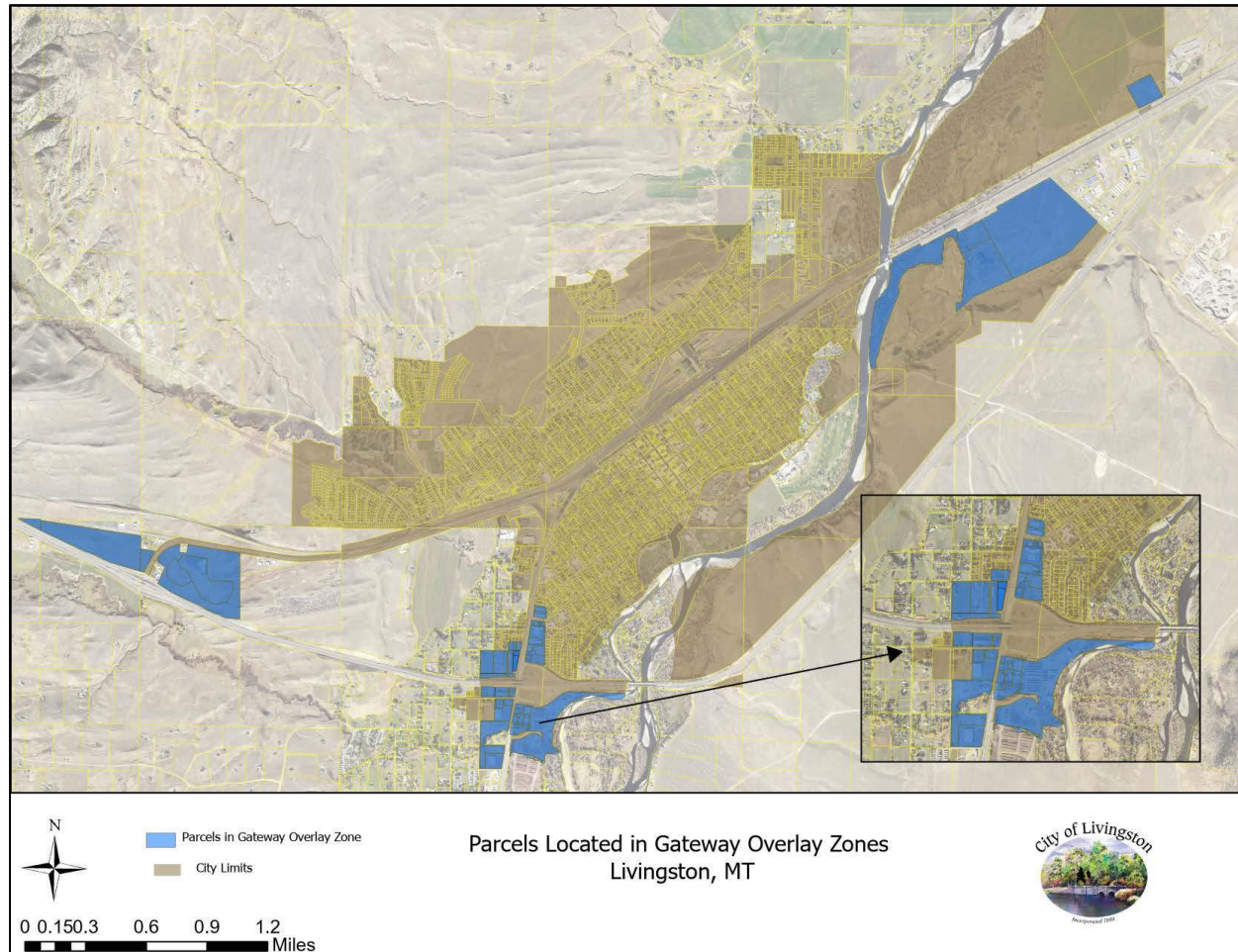
On February 26, 2024, the City hosted a Gateways Visioning Workshop to continue community discussion around Gateways that originated during the creation of the Growth Policy. A Summary and Recommendations Memo (see Attachment 3) was published outlined key takeaways from participant discussions and made recommendations for possible implementation actions, based on the inputs gained during the workshop.

In the coming year, the City will embark on a comprehensive Zoning Code Update process to align the Zoning Code with the guidance and recommendations found in the Growth Policy. Included in the Gateways Visioning Workshop Memo is the recommendation that, while the Zoning Code Update is underway, the City should utilize the existing Building Design Standards in Section 30.46, along with Growth Policy guidance, as a tool to encourage development in Gateway Areas that contributes to the vision of the community and reflects the unique character of the City of Livingston.

As stated above, although Building Design Standards already exist, the City must establish and adopt a Gateway Overlay Zoning District and amend the Official Zoning Map to be able to enforce those design standards.

The proposed Gateway Overlay Zoning District was slightly modified from the Gateway Overlay Zone illustrated in Exhibit 3.2 - Special Districts Map in the Growth Policy. Exhibit 3.2 includes parcels that are located in unincorporated Park County, outside the City limits; these parcels were removed from the proposed Gateway Overlay Zone because the City has no jurisdiction or regulatory authority outside its municipal boundaries. Additionally, Exhibit 3.2 included several parcels that were zoned for residential uses; because the Building Design Standards applies to commercial development only, all residential-zoned parcels were excluded from the proposed Gateway Overlay District.

A map of the proposed Gateway Overlay Zoning District (also see Attachment 4), as well as a list of the addresses or legal descriptions for the forty-nine (49) parcels to be included in the overlay district (also see Attachment 5) is below:



5290 US Hwy 89S; C.O.S. 2132, Parcel 4 (ID 49080305401100000); C.O.S. 2307 RB, PARCEL 4A (ID 49080307401600000); 5288 US Hwy 89S; 2420 Park Street S; 5288 US Hwy 89S; 23 West End Road; 2800 E Park Street; 320 Alpenglow Lane; 2410 Park Street S; C.O.S. 2668 RB, PARCEL 1C (ID 49080308301200000); C.O.S. 2318, PARCEL 2 (ID 49080222201250000); C.O.S. 2318, PARCEL 3, POR NW4 N OF HWY (ID 49080221201100000); C.O.S. 2748 RB, PARCEL 1A (ID 49080222204010000); 207 Antelope Drive; 100 PFL Way; 2128 W Park Street; 2120 Park Street S; SUBDIVISION 136 (BUTTREYS), LOT 2 (ID 49080223403070000); 2000 W Park Street; 114 Loves Lane; 5 Pronghorn Drive; 3 Pronghorn Drive; 2050 Park Street S; 104 Centennial Drive; 106, 108, 110 Centennial Drive; 105 Centennial Drive; 101 Centennial Drive; 103 Centennial Drive; 69 Willow Drive; 5 Rogers Lane; 105 Rogers Lane; 111 Rogers Lane; 9, 11, 13 Rogers Lane; 21 Rogers Lane; 102 B Rogers Lane; 102 A Rogers Lane; 1701 W Park Street; 1623 W Park Street; 1621 W Park Street; 1625 W Park Street; 1601 W Park Street; 1515 W Park Street; 1415 W Park Street; 1429 W Crawford Street; 1427 W Crawford Street; 1415 W Park Street; 1409 W Park Street; 16 Loves Lane.

After the Land Use Board meeting, City Staff noticed that one of the parcels included in the proposed Gateway Overlay Zone, 16 Loves Lane, was never assigned a zoning designation when it was annexed into the City in 2021. Staff is working on a Zoning Map Amendment to assign zoning to the parcel at 16 Loves Lane so that the Gateway Overlay Zone Design Standards in Sec. 30.46 will apply to future commercial development on that parcel.

Criteria and Guidelines for Zoning Regulations (MCA 76-2-304):

(1) Zoning regulations must be:

(a) made in accordance with a growth policy:

The proposed map amendment to create a Gateway Overlay District supports the City’s 2021 Growth Policy by furthering the following recommendations:

- *Goal 2.1:* Preserve and enhance Livingston’s unique community character.
- *Objective 2.1.1:* Establish community gateways to indicate entrances into Livingston and celebrate its character.
- *Strategy 2.1.1.1:* Identify key roadway and non-motorized entry points – or Gateways – into Livingston.
- *Strategy 2.1.1.2:* Review, update, and enforce the policies, procedures, and building design guidelines in Livingston’s gateways.
- *Strategy 2.1.1.3:* Explore adopting design overlay zones in gateways.

(b) designed to:

(i) secure safety from fire and other dangers;

The proposed map amendment is limited to creating a new design overlay district map and identifying parcels within that district; the uses allowed on the parcels in the Gateway Overlay District will not change. Therefore, it is not anticipated that the inclusion of a parcel in the Gateway Overlay District will impact safety from fire and other dangers.

New construction resulting from commercial development/ redevelopment within the Gateway Overlay District will be subject to building permit requirements, including compliance with fire code. Construction within a regulatory floodplain will also will require a floodplain development permit and compliance with FEMA floodproofing requirements.

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

As stated above, future commercial development/ redevelopment on parcels in the Gateway Overlay District will be required to compliance with the City’s building and fire codes and floodplain regulations in place at the time of construction. This will ensure safe conditions on properties within the overlay district as well as the surrounding areas. Additionally, the Building Design Standards in Section 30.46 include requirements that

promote an enhanced pedestrian environment, which will improve pedestrian connectivity and promote public health, safety and welfare of the general public.

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

It is not anticipated that the proposed map amendment will impact the adequate provision of transportation, water, sewerage, schools, parks or other public requirements. Because the base zoning for parcels in the Gateway Overlay District will not change as a result of this map amendment, the uses that are allowed and/or restricted in the base zoning districts will also remain unchanged.

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

(a) reasonable provision of adequate light and air;

The proposed map amendment will not impact the reasonable provision of adequate light and air. Considerations for adequate light and air for new commercial construction within the overlay district will be addressed through required setbacks in the base zoning district for each parcel, and through adherence to building and fire codes during building permitting.

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

It is not anticipated that the proposed map amendment will directly affect motorized and nonmotorized transportation systems. However, because the applicable Building Design Standards for the overlay district promote an enhanced pedestrian environment, improved pedestrian connectivity within individual developments may be expected to result in a localized increase in pedestrian activity.

(c) promotion of compatible urban growth;

The creation of a Gateway Overlay District through the proposed map amendment, and the application of the Building Design Standards in Section 30.46 to future commercial development within the overlay district, will encourage growth that is aesthetically and physically compatible with Livingston’s historic design traditions and that reflects the City’s unique character.

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

The parcels included in the proposed map amendment are located near key entry and exit points at the periphery of City. Mapping the Gateway Overlay District will help to formally establish these community gateways while application of the Building Design Standards in Section 30.46 will help define and celebrate Livingston’s history and character

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

The proposed map amendment will not impact the use of land in the Gateway Overlay District. However, the Building Design Standards will help to improve the physical appearance of commercial development in the overlay district, which may increase property values in and near these community gateways.

Staff Recommendation

For the reasons discussed above, Staff finds that the proposed map amendment complies with the requirements of the City of Livingston and State Statutes and supports the goals, objectives and strategies identified in the City’s adopted Growth Policy. Staff recommends that the City Commission approve the Consolidated Land Use Board’s recommendation to approve the Zoning Map Amendment as proposed.

Attachments

1. Draft Ordinance 3054
2. Growth Policy Exhibit 3.2 – Special Districts Map
3. Adopted Livingston Code Section 30.46 – Building Design Standards
4. Gateways Visioning Workshop Summary and Recommendations Memo
5. Proposed Gateway Overlay Zoning District Parcel Map
6. Proposed Gateway Overlay Zoning District Parcel List
7. Petition of Protest from Property Owner within Proposed Gateway Overlay Zone

ORDINANCE NO. 3054

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ESTABLISHING A GATEWAY OVERLAY ZONING DISTRICT THAT INCLUDES THE FOLLOWING PROPERTIES:

5290 US Hwy 89S; C.O.S. 2132, Parcel 4 (ID 49080305401100000); C.O.S. 2307 RB, PARCEL 4A (ID 49080307401600000); 5288 US Hwy 89S; 2420 Park Street S; 5288 US Hwy 89S; 23 West End Road; 2800 E Park Street; 320 Alpenglow Lane; 2410 Park Street S; C.O.S. 2668 RB, PARCEL 1C (ID 49080308301200000); C.O.S. 2318, PARCEL 2 (ID 49080222201250000); C.O.S. 2318, PARCEL 3, POR NW4 N OF HWY (ID 49080221201100000); C.O.S. 2748 RB, PARCEL 1A (ID 49080222204010000); 207 Antelope Drive; 100 PFL Way; 2128 W Park Street; 2120 Park Street S; SUBDIVISION 136 (BUTTREYS), LOT 2 (ID 49080223403070000); 2000 W Park Street; 114 Loves Lane; 5 Pronghorn Drive; 3 Pronghorn Drive; 2050 Park Street S; 104 Centennial Drive; 106, 108, 110 Centennial Drive; 105 Centennial Drive; 101 Centennial Drive; 103 Centennial Drive; 69 Willow Drive; 5 Rogers Lane; 105 Rogers Lane; 111 Rogers Lane; 9, 11, 13 Rogers Lane; 21 Rogers Lane; 102 B Rogers Lane; 102 A Rogers Lane; 1701 W Park Street; 1623 W Park Street; 1621 W Park Street; 1625 W Park Street; 1601 W Park Street; 1515 W Park Street; 1415 W Park Street; 1429 W Crawford Street; 1427 W Crawford Street; 1415 W Park Street; 1409 W Park Street; 16 Loves Lane.

* * * * *

Purpose

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

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

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

WHEREAS, the City of Livingston Consolidated Land Use Board, after a public hearing held on June 24, 2024, voted unanimously (6:0) to recommend approval of the proposed map amendment to establish a Gateway Overlay Zoning District to the City Commission;

WHEREAS, Section 30.46 of the Livingston Municipal Code applies Building Design Standards to parcels within the Gateway Overlay Zoning District;

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

SECTION 1

Creating a Gateway Overlay Zone that includes those properties addressed as follows: 5290 US Hwy 89S; C.O.S. 2132, Parcel 4 (ID 49080305401100000); C.O.S. 2307 RB, PARCEL 4A (ID 49080307401600000); 5288 US Hwy 89S; 2420 Park Street S; 5288 US Hwy 89S; 23 West End Road; 2800 E Park Street; 320 Alpenglow Lane; 2410 Park Street S; C.O.S. 2668 RB, PARCEL 1C (ID 49080308301200000); C.O.S. 2318, PARCEL 2 (ID 49080222201250000); C.O.S. 2318, PARCEL 3, POR NW4 N OF HWY (ID 49080221201100000); C.O.S. 2748 RB, PARCEL 1A (ID 49080222204010000); 207 Antelope Drive; 100 PFL Way; 2128 W Park Street; 2120 Park Street S; SUBDIVISION 136 (BUTTREYS), LOT 2 (ID 49080223403070000); 2000 W Park Street; 114 Loves Lane; 5 Pronghorn Drive; 3 Pronghorn Drive; 2050 Park Street S; 104 Centennial Drive; 106, 108, 110 Centennial Drive; 105 Centennial Drive; 101 Centennial Drive; 103 Centennial Drive; 69 Willow Drive; 5 Rogers Lane; 105 Rogers Lane; 111 Rogers Lane; 9, 11, 13 Rogers Lane; 21 Rogers Lane; 102 B Rogers Lane; 102 A Rogers Lane; 1701 W Park Street; 1623 W Park Street; 1621 W Park Street; 1625 W Park Street; 1601 W Park Street; 1515 W Park Street; 1415 W Park Street; 1429 W Crawford Street; 1427 W Crawford Street; 1415 W Park Street; 1409 W Park Street; 16 Loves Lane.

SECTION 2

Statutory Interpretation and Repealer:

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

SECTION 3

Severability:

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

SECTION 4

Savings provision:

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

SECTION 5

Effective date:

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

PASSED by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the ____ day of July, 2024.

KARRIE KAHLE, CHAIR

ATTEST:

Emily Hutchinson
City Clerk

PASSED, ADOPTED AND APPROVED, by the City Commission of the City of Livingston, Montana, on a second reading at a regular session thereof held on the _____ day of August, 2024.

KARRIE KAHLE, CHAIR

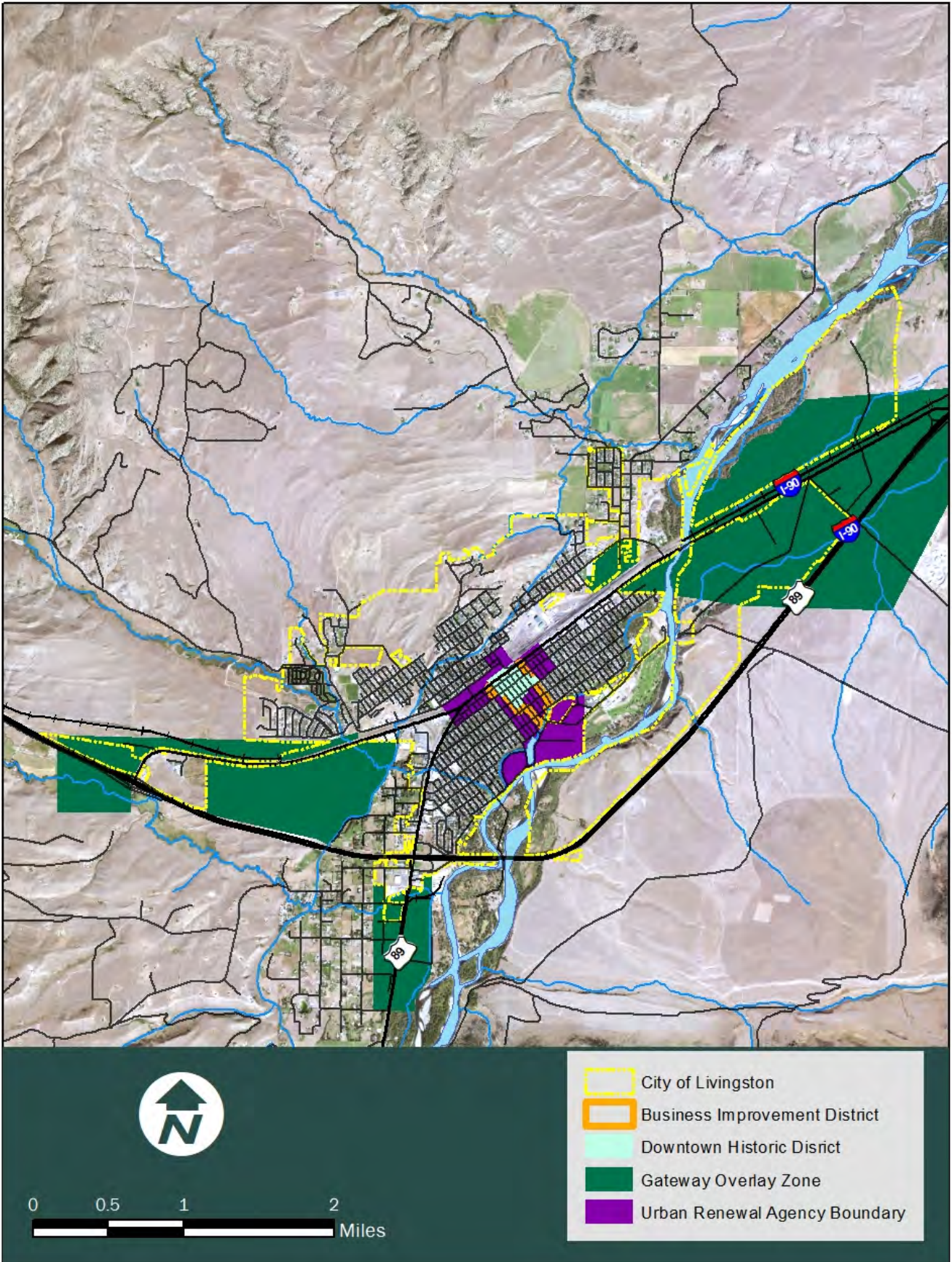
ATTEST:

APPROVED TO AS FORM:

EMILY HUTCHINSON
City Clerk

JON HESSE
City Attorney

Exhibit 3.2: Special Districts Map



Sec. 30.46. - Building design standards.

- A. This Section provides policies and standards for the design of buildings in the Design Review Overlay Zone. In general, they focus on promoting buildings that will be compatible in scale and appear to "fit" in the community by using materials and forms that are a part of Livingston's design traditions.
- B. Applicability of the Building Design Standards. The standards and requirements found in this Section shall apply to any commercial and/or industrial project that requires a building permit within any adopted Design Review Overlay zone, and any large-scale retail uses regardless of location within the City.
- C. Objectives for Building Design.
 1. Achieve High Quality Design. Buildings in the overlay zone shall convey a high quality of design, in terms of their materials and details, as well as through a consistent organization of forms and elements. This quality shall establish a standard for design throughout the community.
 2. Reflect the Design Traditions of Livingston. Buildings shall reflect the design traditions of the region, in terms of building and roof forms. Distinctive roof forms are a key part of this tradition. Sloping roofs, in gable, hip and shed varieties are historical precedents to promote and they also help reduce the apparent bulk of larger buildings and help to shed snowfall. Flat roofs with varied parapet lines and cornices are also a part of the City's design traditions and shall be encouraged. Buildings that appear to be in scale with those seen traditionally also shall be encouraged. Where a new building would be larger than those existing in the area, it shall establish a transition in scale, to reduce the impact of building scale on the adjacent property, as well as on the neighborhood.
 3. Promote Buildings that Fit with the Natural Setting. Structures shall be sited to fit with the land and incorporate colors seen in the natural setting.
 4. Promote Buildings that Reflect Pedestrian Scale. Structures shall demonstrate pedestrian friendly design that relate to the adjoining public streets, sidewalks, and spaces.
- D. Building and Topography.
 1. Policy. A building shall respect the natural topography of the site.
 2. Standards. Step a building foundation to follow the slope of the site when feasible. In general, an exposed building foundation shall not exceed three (3) feet in height.
- E. Building Character.
 1. Policy. Buildings shall reflect the regional urban character.
 2. Guideline.
 - a.

Designs that draw upon regional design traditions are preferred. Standardized "franchise" style architecture will be strongly discouraged by following these standards.

- b. Higher density buildings are encouraged with mixed use multi-story buildings and shared parking.
- c. Incorporating smaller retail shops facing the street is encouraged.
- d. Secondary buildings on a site should be placed around the perimeter of the site to visually shield the public from the parking areas.
- e. Where possible main entrances should face away from the prevailing winds.
- f. Buildings should have multiple entrances to minimize the distance from parking spot to the building.
- g. If present on site, wildlife corridors shall be included in the site plan.
- h. On site generation of electricity using renewable energy is highly encouraged.
- i. The primary entrance to a building shall have a human scale. A one (1) story element at the building entrance to help establish a sense of scale shall be provided.
- j. Where no windows or other obvious indication exists, the position of each floor in the external skin design of a building shall be expressed to establish a human scale.
 - i. Use belt courses or other horizontal trim bands of contrasting color and materials to define floor lines.
 - ii. Articulate structural elements, or change materials as a method of defining floors.
- k. Building materials that help establish a human scale shall be utilized.
 - i. For example, use brick in a standard module to express a human scale.
 - ii. Avoid using large surfaces of panelized products or featureless materials.
 - iii. A large surface of stucco or similar material that lacks articulation or detailing shall not be allowed.
 - iv. The mix of exterior materials should form a cohesive design package. One (1) material and color should be chosen for eighty (80) percent of the building, with accent materials and colors used to articulate openings, building foundations and roof terminations.
- l. New construction shall relate to adjacent residential and historic resources. Where a new project abuts a residential neighborhood or a historic structure, step the building down at the property edge to minimize abrupt changes in scale, or increase side yards to reduce the impact.

F. Primary Building Entrance.

1. Policy. The primary entrance of a structure shall orient to a street, major sidewalk, pedestrian

way, plaza, courtyard or other outdoor public space.

2. Standards.

- a. The main entrance shall be designed to be clearly identifiable.
 - i. A sheltering element such as a canopy, awning, arcade or portico shall be provided to signify the primary entrance to a building.
 - ii. Where more than one (1) user shares a structure, each individual entrance shall be identified.
 - iii. Customer amenities such as seating areas, coffee shops, customer service stations are encouraged to be located near the main entrance.
 - iv. Shopping cart storage at the entrance, either outside or in the vestibule of the building is encouraged to be avoided.
- b. The primary entrance of a building to face a street, plaza or pedestrian way.
 - i. Focusing an entrance toward a parking lot without also addressing the street is inappropriate.
 - ii. If the building is adjacent to a street "double-fronted" design providing an entrance to parking and to the street is required. That is, provide a door to the street and another to the parking lot.
 - iii. A transitional area, including landscaping, between the parking lot and entrance to the building shall be provided. Consider locating a pedestrian plaza at the entrance; this may be enhanced with streetscape furnishings.

G. Street Level Interest.

1. Policy. When a building is located close to a street or walkway, it shall be designed to provide interest to pedestrians. For example, commercial buildings with storefronts are of interest to passersby. Such features encourage pedestrian activity and shall be used whenever feasible. The overall mass of a building shall appear to be in scale with buildings seen traditionally. This will help new structures fit with the Livingston context. At the same time, newer structures may be larger than those seen before; they shall simply be articulated in their form and materials such that they convey proportions that are similar to those seen traditionally.
2. Standards.
 - a. Develop the street level of a building to provide visual interest to pedestrians. All sides of a building shall include interesting details and materials to avoid presenting a "back side" to neighboring properties. A large expanse of blank wall is not permitted on any street-oriented facade.
 - b. All building walls located within ten (10) feet of a public sidewalk shall have a minimum of sixty (60) percent coverage of wall square footage with ground floor windows.

- c. Loading docks, trash collection areas, outdoor storage, and similar facilities must be incorporated into the overall design of the building. Loading docks, trash collection areas, outdoor storage, and similar facilities must be shielded from view from adjacent properties and public rights-of-way with screening such as fencing, landscaping or walls.

H. Building Mass and Scale.

1. Policy. A building shall appear to have a "human scale." In general, this can be accomplished by using familiar forms and elements that can be interpreted in human dimensions, as noted throughout this Chapter, e.g., "small details/visible to pedestrians."
2. Standards. In order to reduce the visual impacts building scale, each major building project shall provide all of the following:
 - a. Divide a building into visual modules that express dimensions of structures seen traditionally.
 - i. Buildings shall employ all of the following design techniques:
 - (A) Change material or color with each building module to reduce the perceived mass;
 - (B) Change the height of a wall plane or building module;
 - (C) Change roof form to help express the different modules of the building mass; and
 - (D) Change the arrangement of windows and other facade articulation features, such as columns or strap work that divide large wall planes into smaller components.
 - (E) Large expanses of plate glass shall be avoided by breaking up window arrays with mullions. Repletion and patterns of windows shall be used to create interest.
 - (F) On multi-story walls, windows shall be placed in courses that reflect potential interior floors. Upper windows shall be coordinated vertically with windows below.
 - (G) Secondary uses or departments including pharmacies, photo finishing/development, snack bars, dry cleaning, offices, storage, etc. should be oriented to the outside of the building by projecting them outward or recessing them inward. This includes providing the individual uses with separate entrances and windows facing the outside of the building.
 - ii. Express facade components in ways that will help to establish a human scale (details oriented towards pedestrians).
 - (A) Establish a pattern and rhythm on exterior walls to establish a human scale;
 - (B) Windows, columns and other architectural treatments used repetitively can create this effect;
 - (C) Using windows and doors that are similar in scale to those seen traditionally also can help establish a human scale;
 - (D)

Also, recess these elements, even if slightly, and articulate them with headers, sills, columns and/or mullions.

(E) If possible, windows such that exterior views of the mountains are framed by users of the building are highly encouraged.

I. Roof Form.

1. Policy. The primary roof form of a structure shall help reduce the perceived scale of the building. For that reason, sloping roofs shall be used in most contexts. These also will help the building fit into the mountain backdrop. Varied roof forms in the appropriate context are also encouraged.
2. Standards.
 - a. Using sloping roof forms to reduce the perceived scale of a building is encouraged.
 - i. Varying roof forms is encouraged.
 - ii. Providing variety in ridgeline height is encouraged.
 - iii. Rooftop mechanical equipment shall be screened from view from adjacent public rights-of-way. Rooftop solar panels are excluded from this requirement but may not reflect sunlight or create glare onto neighboring properties or rights-of-way.
 - b. All roof forms shall have no less than two (2) of the following features:
 - i. A flat roof with parapet;
 - ii. A cornice or molding to define the top of a parapet;
 - iii. Overhanging eaves;
 - iv. Sloping roofs with a minimum pitch of 6:12;
 - v. Multiple roof planes.

J. Signage.

1. Policy. Signage shall be sensitive to the natural surroundings and shall not detract from the overall visual design of the site. Because signage can easily become the focal point of a development, it will be important within this overlay zone to keep signage as minimal and unobtrusive as possible.
2. Standards.
 - a. Free standing and monument signs will be constructed of materials and contain details which match those of the building being advertised.
 - i. Use brick, wood or stone facades on signage structures to help them blend into and match the site;
 - ii. Simulate architectural details of the building, such as colors, textures, and geometric forms, in designing sign structures.

b. Signs that detract from the site design of a development shall be avoided. The use of internally backlit signs will not be allowed. Spotlighting or other lighting methods shall be explored.

K. Design Standards Administration. The building design standards and review procedures contained herein shall apply to all large-scale retail uses and all nonresidential property annexed into the City and falling within the Gateway Overlay Zoning District, which has been mapped and amended to the City's Official Zoning Map. If meeting the above criteria, all new construction, exterior remodels and additions to existing buildings will be subject to the following application and review process:

1. Application Submittal Requirements.

- a. A completed application form.
- b. A site plan and other detailed drawings, including, but not limited to, building elevations indicating exterior materials, colors and necessary architectural details required to determine compliance with this Section, shall be submitted to the Planning Department along with the required application fee.
- c. An economic analysis, including types and volumes of goods and services to be offered, impact on existing businesses, wage scales, percentage of local ownership and employees.
- d. A traffic impact study, certified by a professional engineer if the project is anticipated to generate over 250 ADT.
- e. A wildlife and natural resource study, including effect on existing wildlife habitat and migration routes; water run-off, how natural viewsheds are to be maintained.

If a plan is rejected for noncompliance, it will be returned to the applicant with an explanation as to how the plan fails to comply with City standards and/or this Section. The applicant will then be allowed to resubmit the application, with no additional application fee, provided the City receives the revised application within sixty (60) days from the original rejection.

2. Review Fees. The fee for design review shall be established by separate resolution.

(Ord. 1974, 9/5/07; Ord. No. 3003, § 1, 4/6/21; Ord. No. 3021, § 1, 11/16/21)



Workshop Summary & Recommendations Memo

5.15.2024

Prepared By:



In Collaboration With:



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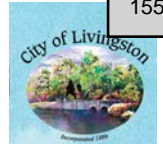
Executive Summary:

Consultants from Crescendo Planning & Design and Robert Peccia & Associates were tasked with conducting a workshop to assist City of Livingston Staff in engaging their community on the topic of Gateways into and out of the community. This topic - expressed more broadly at the time as Gateway Overlay Zones - was one of many discussed at a high-level during the 2021 Growth Policy effort, and it has been a common theme in the community input received in the on-going Downtown Master Plan process. As the Downtown Master Plan nears completion, and the City looks to update its Zoning Code, it was identified as an important conversation to revisit and elaborate upon.

Main takeaways from the visioning workshop are as follows:

- Workshop participants expressed generally consistent support for many of the types of Gateway Treatments discussed and shown during the workshop, including in the expression of the level of appropriateness of the examples shown from other communities; however, in the large group discussion format, and in the small group exercises, there was also a clear desire to find ways to express gateways in Livingston, without compromising the rural/open space character at the City's edges.
- Identity and authenticity - often challenging attributes to define and gain consensus on - were consistently high priorities in all conversations, with the greatest consensus revolving around expressions of the history of the City of Livingston, and of the lands and nature upon which the City is now located.
- Many participants expressed frustration around the character of development along the edges of town at the highway entrances/exits, particularly in comparison to the rich architectural character of the Downtown and the neighborhoods in Livingston. This was often linked with a concern that the "first impression" of Livingston for highway users not only does not live up to the City's reputation, and is not compelling enough to encourage a visit.
- Of the 3 primary groupings of Gateway Treatments explored - Signage, Public Art & Landscaping; Land Use, Building Form & Articulation; and Roadway Changes - the greatest support was shown for a mix of the first two groupings. Generally, at the Western edge of the City, there was a preference for using Signage to signal the arrival to Livingston, with a more well-designed mix of uses as one moves east into the City; at the Southern edge of the City, there was a strong desire for higher quality development and a greater mix of Land Uses to signal the Gateway into the City, along with select locations for Signage, Public Art & Landscaping; and at the Eastern edge of the City, there was a preference for the use of Signage, Public Art & Landscaping, coupled with non-motorized trail access, and a celebration of the natural open space before one moves west into the City.

Recommendations for potential implementation actions, based upon the inputs gained in the workshop, are included on the final pages of this document.



Workshop & Presentation Overview:

On Monday, February 26th, 2024, from 5:00 - 7:00 pm, the City of Livingston hosted a public “Gateways Visioning Workshop” in the Ballroom of the Shane Lalani Center for the Arts. Approximately 35 community members were in attendance, in addition to City staff and members of the consultant team.

The workshop began with introductory remarks from City Manager Grant Gager, who thanked everyone who made the trip (in the snow and wind) to participate in the event. The City Manager emphasized the importance of the workshop as a continuation of a conversation that had started during the 2021 Growth Policy effort, and has continued into the on-going Downtown Master Plan effort, mentioning that as the City plans to update its Zoning Code, and implement other recommendations from the Growth Policy, this would be an important step in determining how best to do so.



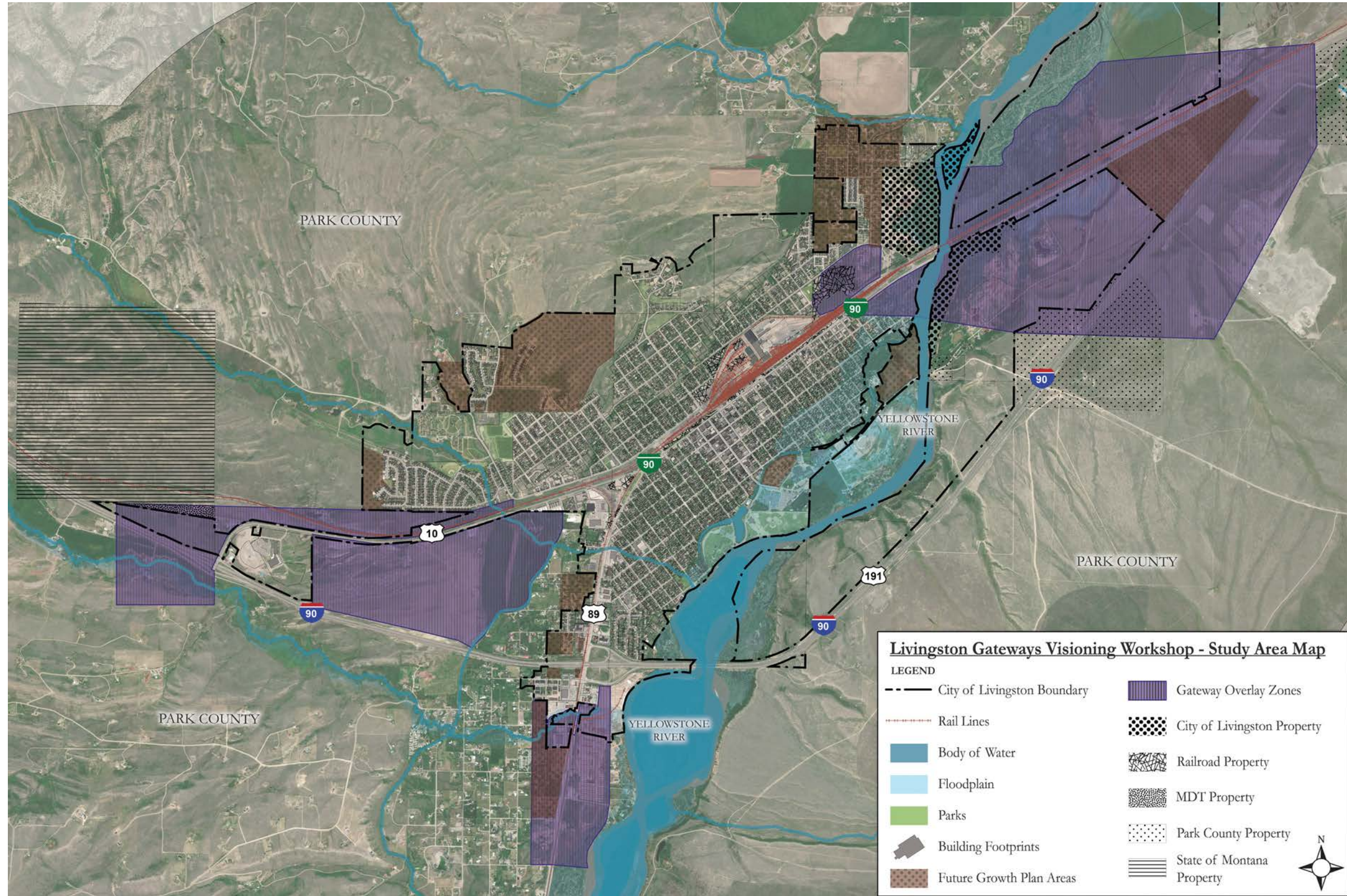
Andy Rutz, with Crescendo Planning & Design, then gave a 35-minute presentation highlighting some of the various types of Gateway treatments that peer communities to Livingston and/or other Montana communities have implemented in their cities and towns. Building this shared understanding amongst all participants

was critical to helping to achieve the overall goal of the workshop - to better understand the common gateway elements that the Livingston community desires. The presentation first reflected on Livingston’s history as the Gateway to America’s First National Park, highlighting how that relationship has evolved with the changing modes of transportation - the loss of passenger rail, build out of the highways, and the resulting modern-day gateways being defined as the highway-adjacent entry points into Livingston. The presentation then acknowledged the recent policy direction from the Growth Policy around Gateway Overlay Zones - three of which were identified (**see map on the following page**), but lack regulatory mechanisms to implement a Design Overlay District at those locations; the Building Design Standards that exist in Chapter 30 of the Zoning Code, but are not mapped to be applicable at any Gateway locations; and the on-going community conversations about Gateways that have occurred relative to the Downtown during its Master Plan process. Finally, the presentation provided examples of Gateway treatments organized into three types:

- Signage, Public Art & Landscaping
- Land Use, Building Form & Articulation
- Roadway Changes

For each type, an indication of the Type of Implementation (Physical Investment, Regulatory, and/or Infrastructure) was provided, a high-level timeline for implementation (Short-to-Long-term); and an identification of typical barriers to implementing each type of treatment. In addition, each type was then illustrated with a series of photos or renderings showing how specific communities have implemented such treatments.

Study Area Map showing the Western, Southern & Eastern Gateway Overlay Zones, as established by the Growth Policy

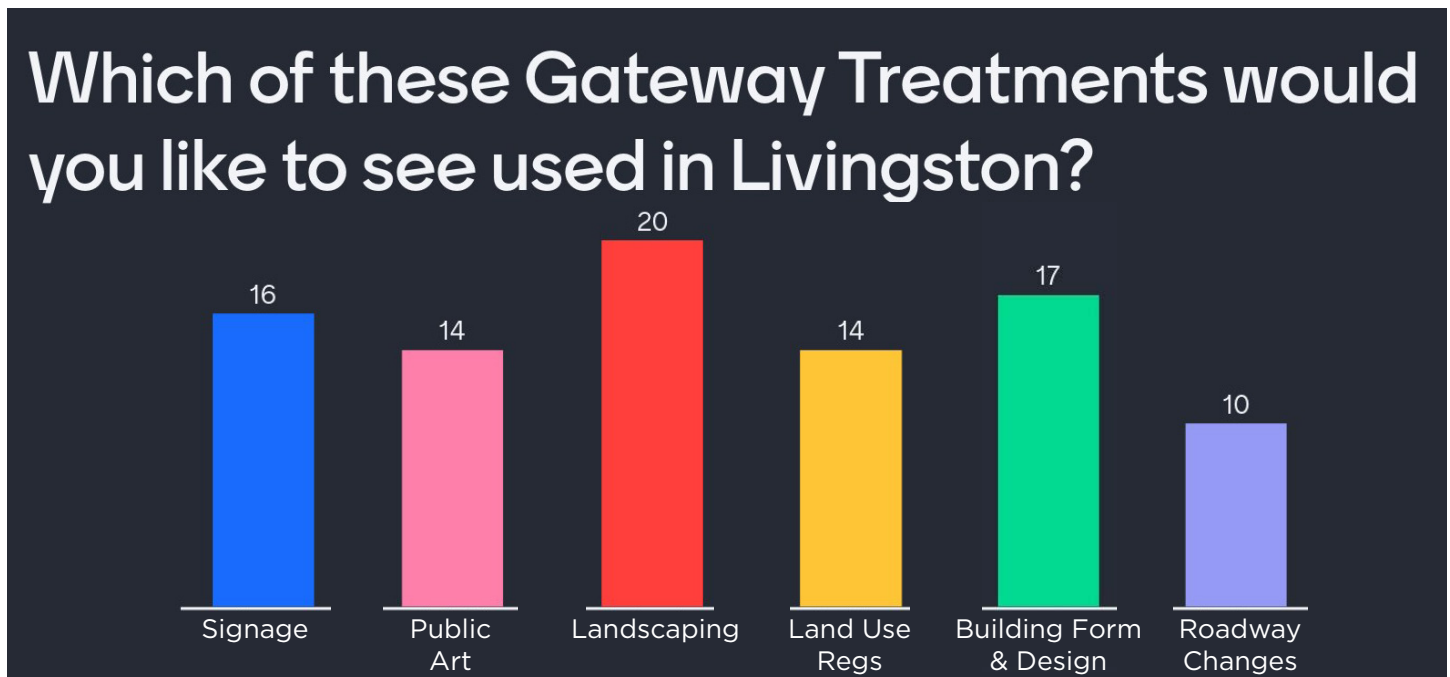


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Mentimeter Polling Results:

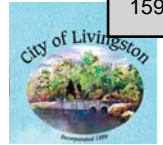
Following the presentation, a polling questionnaire - utilizing the same example imagery used in the presentation - was given to attendees using the Mentimeter online polling platform. There was consistent participation from about 25 attendees in the polling exercise. In the questionnaire, facilitators collected input on those participants' preferences for each of the various types of gateway treatments that were presented. Results from that questionnaire are shown in this section of the document.

Reflecting back on the various Gateway Treatments shown during the presentation - Signage, Public Art, Landscaping, Land Use Regulations, Building Form & Design Standards, and Roadway Changes - participants were first asked to identify those that they would like to see used in Livingston, and were allowed to select as many options as they supported.



As shown in the graphic above, there was strong support for Landscaping, Building Form & Design Standards, Signage, Public Art, and Land Use Regulations, with over 50% of participants indicating their support for using those types of Gateway Treatments in Livingston. Roadway Changes were the type of treatment that received the least support, but still received support from about 40% of participants.

Next, participants in the polling exercise were asked to, "Help us gauge the appropriateness of specific treatments for Livingston." This visual preference exercise was done through the use of a red-yellow-green scale to indicate their opinions on the appropriateness of specific Gateway Treatment examples shown in precedent imagery. As shown on the following pages, participants generally expressed support for each example, with the most reservations coming on the larger scale pylon-type signage as a Gateway Treatment.



Mentimeter Polling Results (Cont.):

Is this type of Gateway treatment worth exploring in Livingston?



1

Red

5

Yellow

17

Green

Location of example treatments shown: Big Sky, MT and Cut Bank, MT

Is this type of Gateway treatment worth exploring in Livingston?



2

Red

3

Yellow

19

Green

Location of example treatment shown: West Glacier, MT

Mentimeter Polling Results (Cont.):

Is this type of Gateway treatment worth exploring in Livingston?



4

Red

10

Yellow

12

Green

Location of example treatment shown: Columbia Falls, MT

Is this type of Gateway treatment worth exploring in Livingston?



8

Red

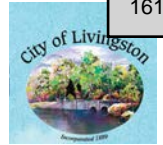
13

Yellow

4

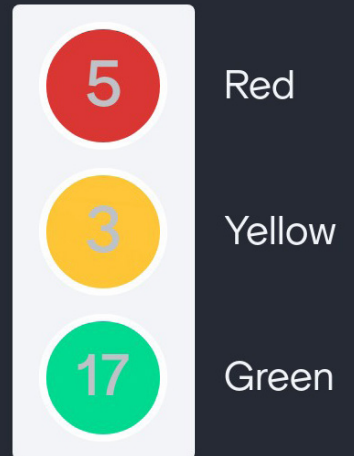
Green

Location of example treatments shown: Frederick, CO



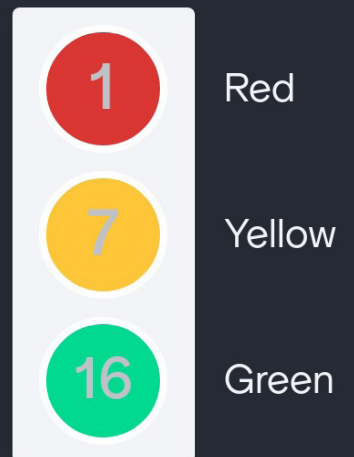
Mentimeter Polling Results (Cont.):

Is this type of Gateway treatment worth exploring in Livingston?

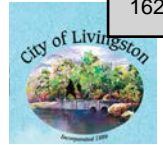


Location of example treatment shown: Carbondale, CO

Is this type of Gateway treatment worth exploring in Livingston?

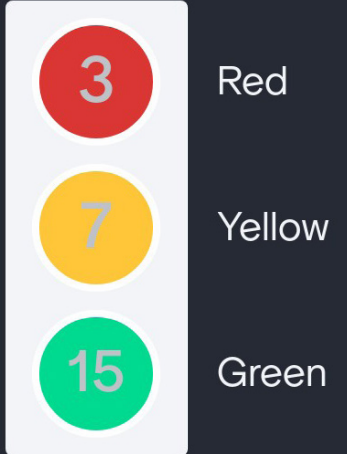


Location of example treatments shown: Glendive, MT



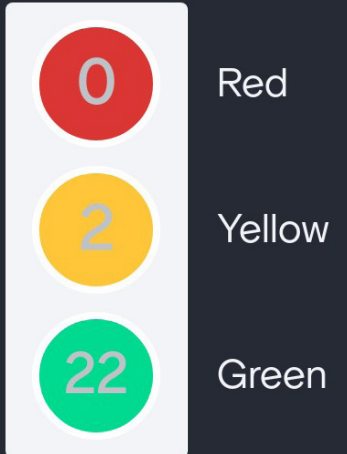
Mentimeter Polling Results (Cont.):

Is this type of Gateway treatment worth exploring in Livingston?

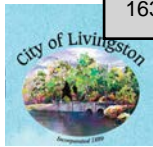


Location of example treatments shown: Bozeman, MT and Helena, MT

Is this type of Gateway treatment worth exploring in Livingston?

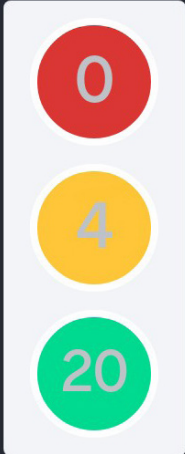


Location of example treatments shown: Whitefish, MT and Lewistown, MT



Mentimeter Polling Results (Cont.):

Is this type of Gateway treatment worth exploring in Livingston?

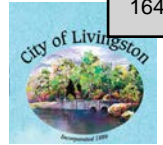


Red

Yellow

Green

Location of example treatments shown: Lyons, CO



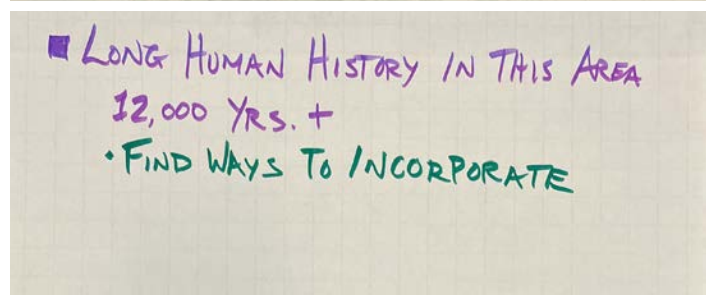
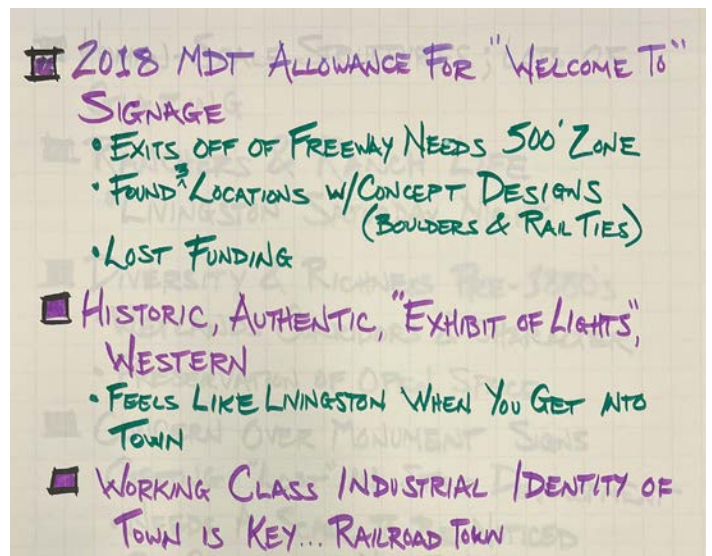
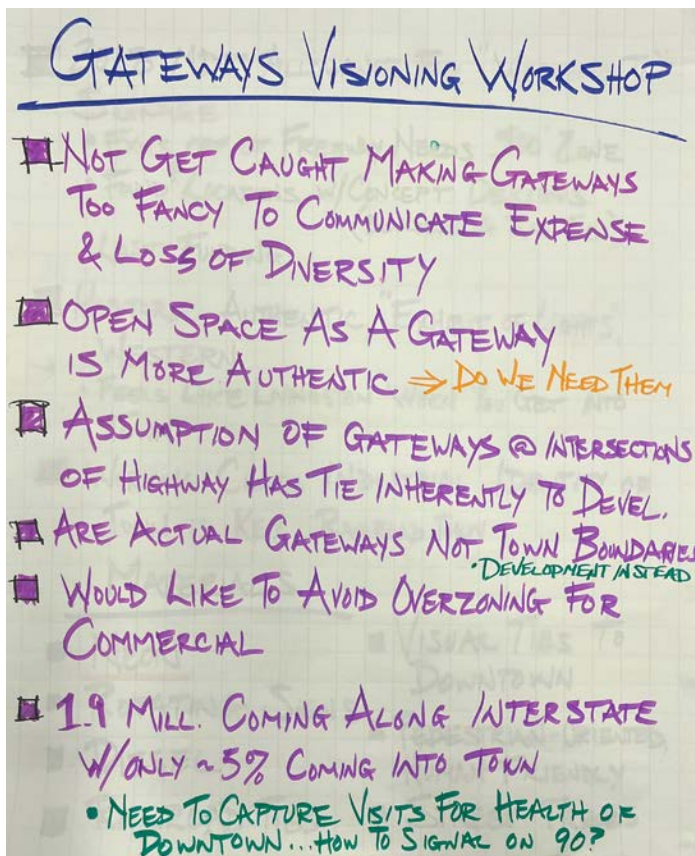
Large Group Visioning Discussion:

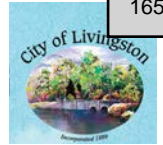
For the next 25 minutes, workshop participants engaged in a large group visioning discussion, which was facilitated by the consultant team, and focused primarily on two topics:

- An opportunity for attendees to provide greater detail and insight into their initial impressions of the various Gateway Treatments that were presented, and to elaborate on which may, or may not, be appropriate to explore further for Livingston. Community members were also encouraged to contribute ideas they may have for Gateway Treatments - whether seen elsewhere, or unique to Livingston - that were not presented. Photos of the notes that were taking during this portion

of the discussion are shown below. Common themes expressed during this portion of the discussion included:

- Despite general support for the appropriateness of Gateway Treatments shown in the visual preference exercise, some question as to whether the best "Gateway Treatment" for Livingston may simply be the vastness of the open space around the City boundaries, before one encounters development, and that perhaps Gateway Treatments should be viewed as the beginnings of development itself;
- A desire to ensure that the character of any Gateway Treatments communicate authenticity rather than

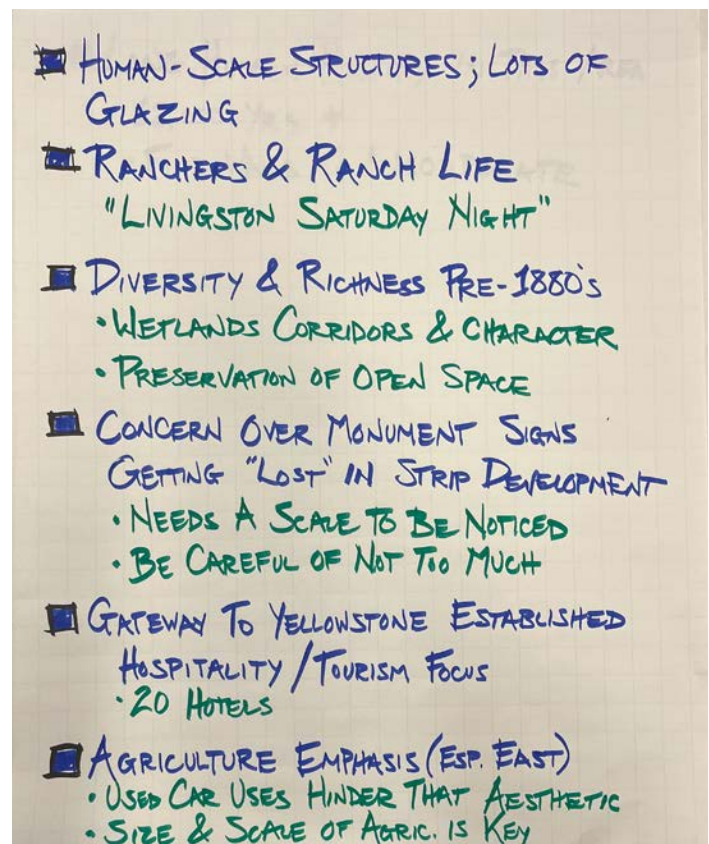
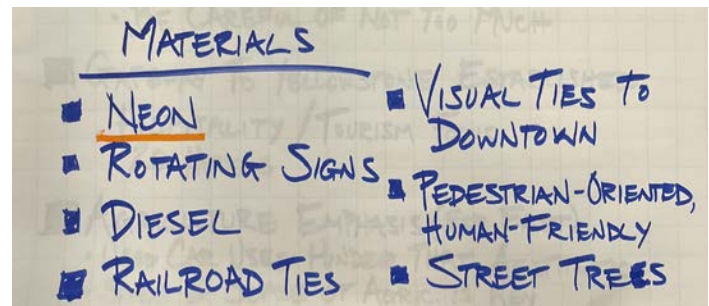




Large Group Visioning Discussion (Cont.):

- affluence and/or homogeneity;
- The benefit that clear Gateway Treatments could bring to increased visitation of the Downtown;
- A call for any Gateway Treatments to express and acknowledge unique traits of Livingston's identity, such as the railroad, and the long history of human settlement in the area that far predates the establishment of the City of Livingston;
- One community member also pointed out an effort that was undertaken in 2018 to create custom-designed "Welcome to Livingston" gateway signage. That effort was said to have identified 3 locations for the signage, with each location pre-approved by MDT for installation. Each sign was schematically designed, and the character of those signs included the use of boulders and railroad ties to emphasize Livingston's identity. Unfortunately, the signs were never installed, but support was expressed by other workshop participants to see if conversations around those concepts could be revisited.
- As the first topic began to touch on the desired identity of any Gateway Treatments, workshop participants were asked to provide ideas for specific materials or other identity elements that would help ensure that any Gateway Treatments felt authentic to the City of Livingston. Photos of the notes that were taken during this portion of the discussion are shown at right. Common themes expressed during this portion of the discussion included:

- An emphasis on human-scale design elements, both in the overall size of any treatment, and in materiality;
- A desire to emphasize - through materiality - the City's railroad, ranching and agricultural history, the character of the wetlands corridors, and links to Yellowstone National Park and the vibrant Downtown; and
- The need for a balance of visibility and not a dominant appearance.



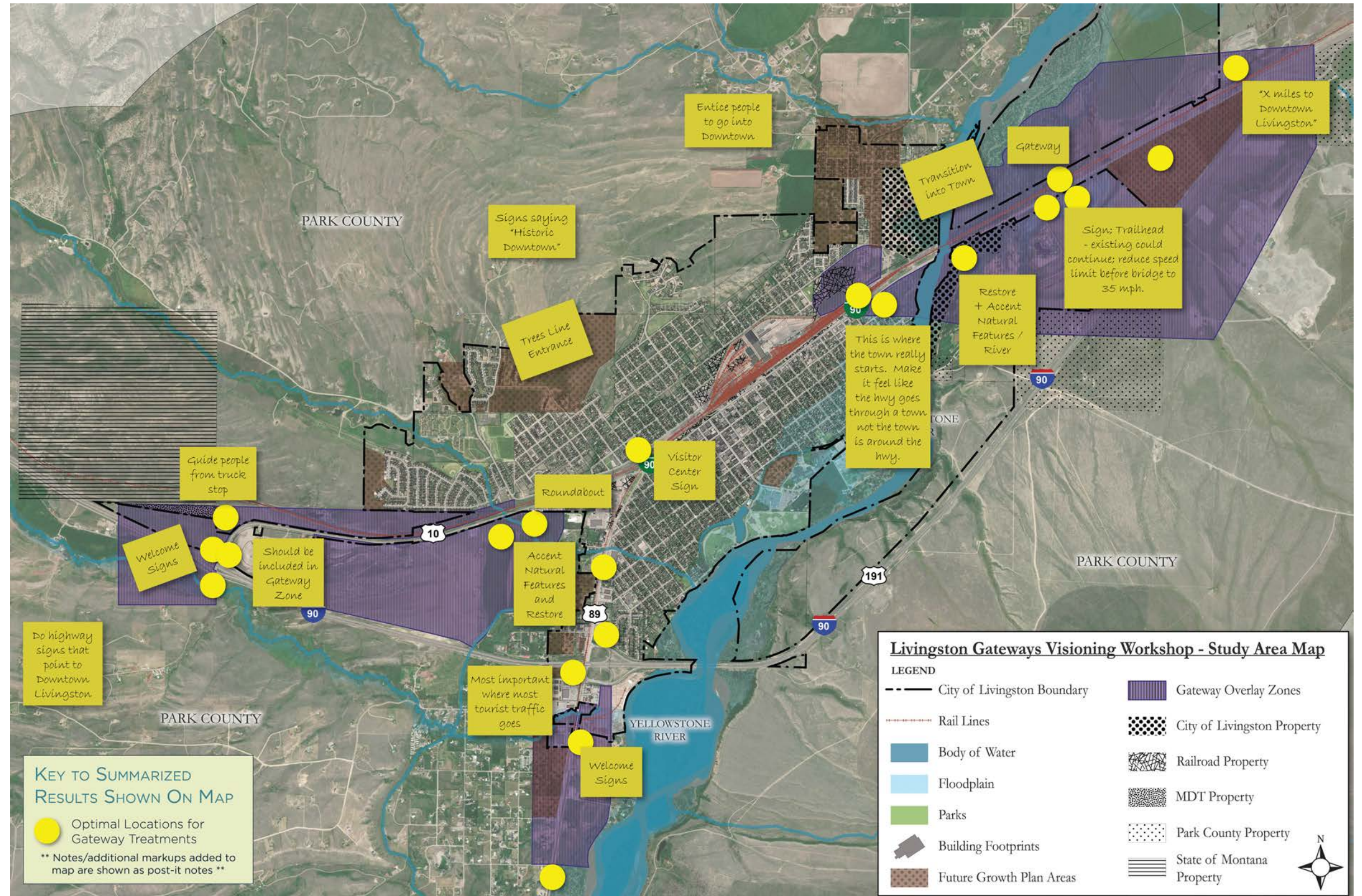
Small Group Exercises & Highest Priority Desires Expressed By Workshop Participants:

Finally, workshop participants were given an overview of a series of 3 small group, map-based exercises that were to be conducted during the last 45 minutes of the workshop.

Participants were asked to sit at small tables and work with a group of their choosing to complete the 3 exercises. The group sizes varied from four to eight people. While group members worked together to complete each exercise, a pair of consultant team facilitators dropped by each table intermittently to help move conversations along, answer any clarifying questions, and to encourage all participants to actively populate the maps with notes, markups, dots, etc.

The first exercise asked participants to simply identify optimal locations for Gateway Treatments on a large-scale map, showing the full extent of the City of Livingston's boundary, along with Future Growth Plan Areas and Gateway Overlay Zones, as mapped in the Growth Policy. Workshop participants were asked to use a colored dot to identify those locations, and were encouraged to add post-it notes with any specific place-based comments or additional details on their responses.

The map at right shows a consolidated set all of the inputs received from each small group. Highest priority locations expressed tended to be at the I-90 exit to the West, locations where more concentrated development exists when entering the City from the highways, and at the Eastern City Boundary.

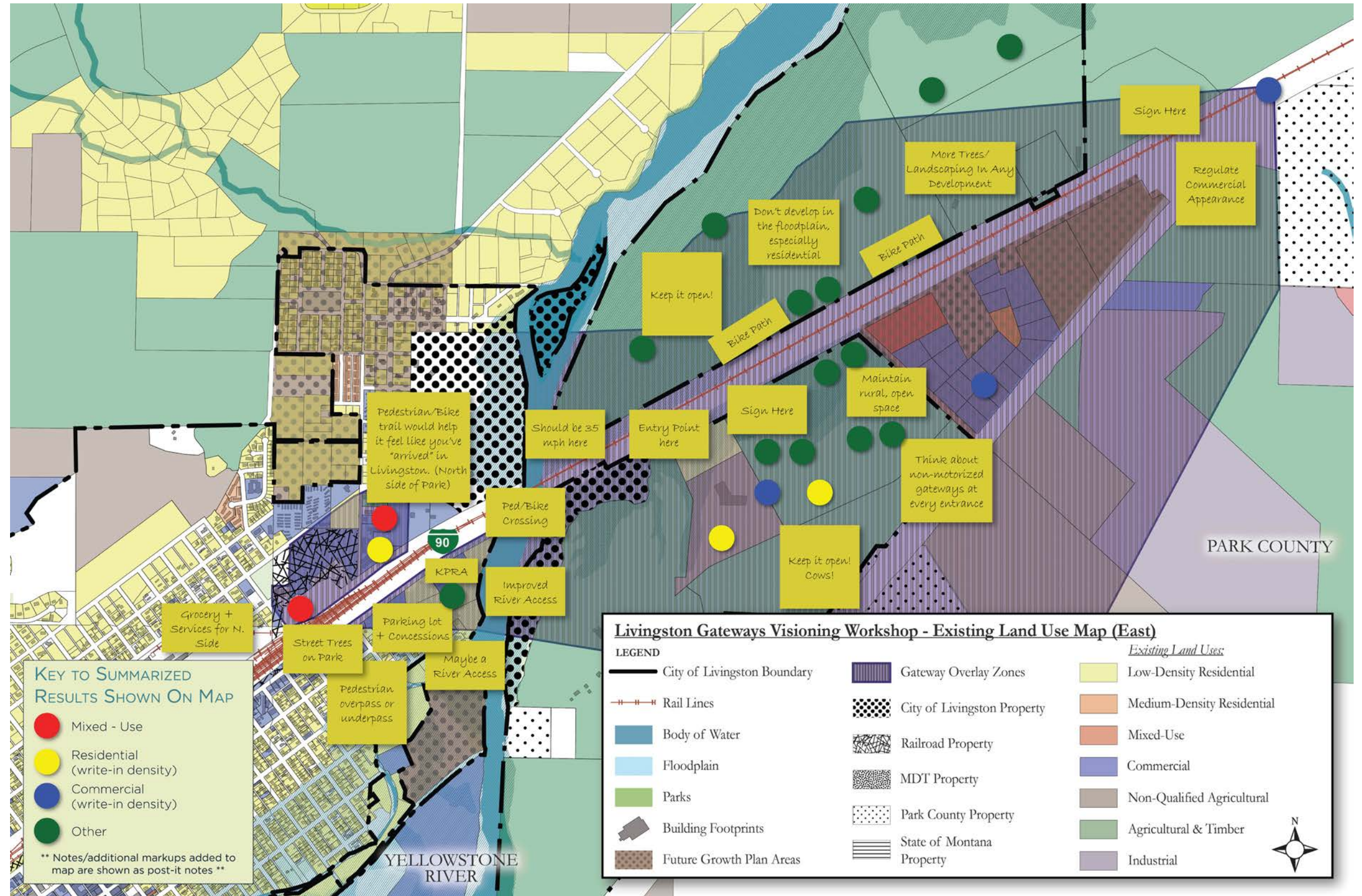


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Small Group Exercises & Highest Priority Desires Expressed By Workshop Participants:

The second exercise asked participants to discuss and identify desired Land Uses, and/or optimal locations for specific types of Gateway Treatments, using a combination of colored dots and hand-written notes. The base map for this exercise was a map of the Existing Land Uses on the Eastern side of the City. Future Growth Plan Areas and Gateway Overlay Zones, as mapped in the Growth Policy were also shown, as well as City, County, State, and Railroad property ownership, for context.

The map at right shows a consolidated set all of the inputs received from each small group. Detailed information on entry point/signage locations on the Eastern edges of the City were indicated, as well as a strong desire to retain much of the open space/natural character at the edges of the City Boundary, and buffering development around the hospital. More mixed-use development was envisioned as you cross the river, and a desire for commercial development standards Opportunities for non-motorized trail facilities, with better river access as a Gateway Treatment were expressed.

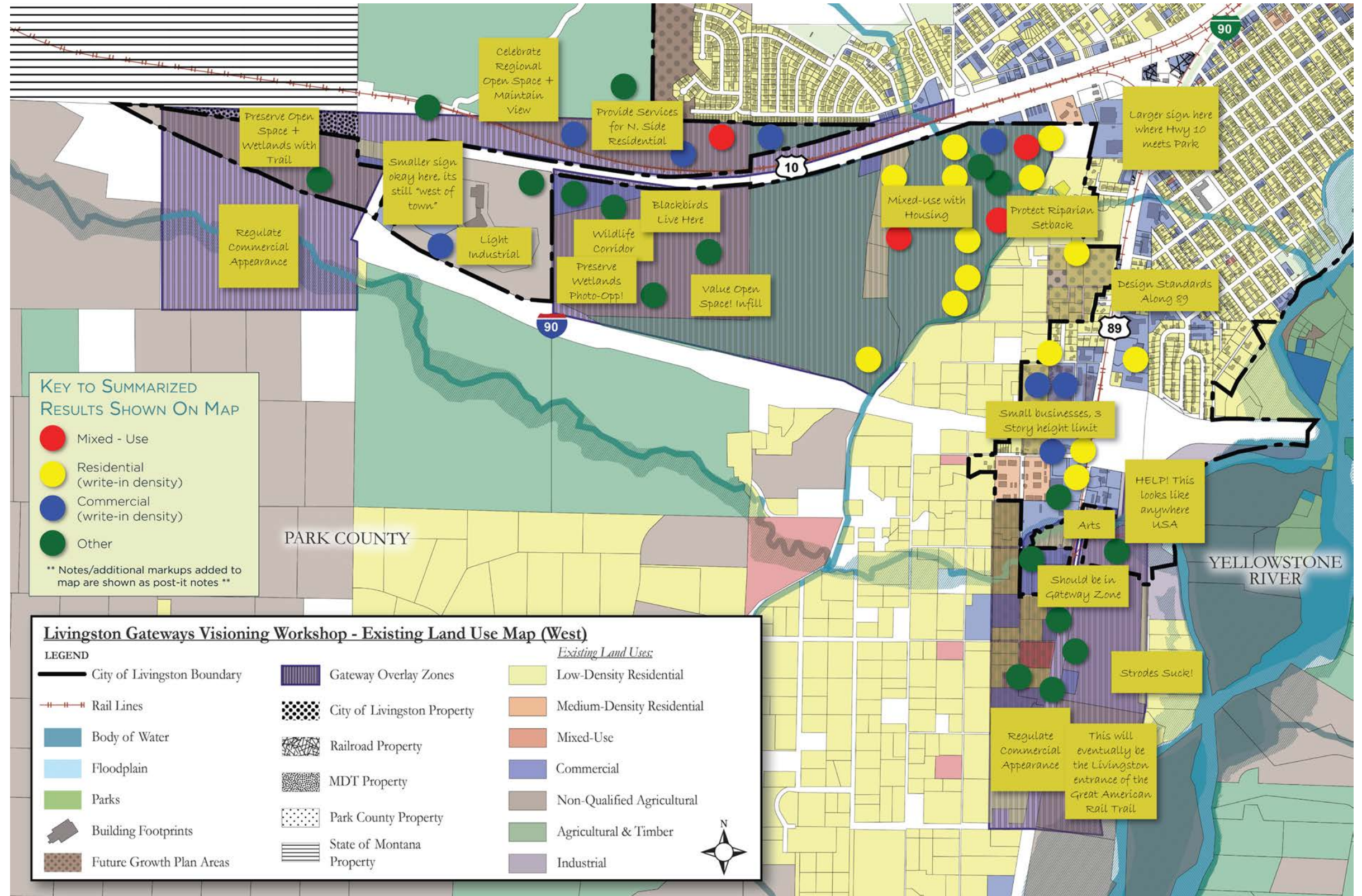


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Small Group Exercises & Highest Priority Desires Expressed By Workshop Participants:

The third, and final exercise asked participants to continue the discussion and identification of desired Land Uses, and/or optimal locations for specific types of Gateway Treatments, using a combination of colored dots and hand-written notes, but this time, on the Western and Southern sides of the City. The base map for this exercise again included Future Growth Plan Areas and Gateway Overlay Zones, as mapped in the Growth Policy, as well as City, County, State, and Railroad property ownership, for context.

The map at right shows a consolidated set all of the inputs received from each small group. On the South side, strong desire for character defining development and regulation was expressed with a desire for some arts-oriented uses in addition to some lower density commercial and residential. On the West side, participants saw the opportunity to preserve some of the open space/wetlands areas at the City boundaries, while introducing some more mixed-use, neighborhood serving uses, and housing as one moves east along Hwy 10 toward where it meets Park.



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Recommendations for Potential Implementation Actions:

Based upon the feedback gained from the Gateways Visioning Workshop, combined with a knowledge of best practice approaches to establishing community-oriented Gateway Treatments, the following potential implementation actions are recommended to be further explored by the City of Livingston. They are organized by the three groupings of Gateway Treatment types discussed during the workshop, and each has an indication of a short-medium-long-term timeline in which it could be implemented.

Signage, Public Art & Landscaping

- The City should revisit the work done in 2018 to conceptually design and locate “Welcome to Livingston” monument signage - using a motif of boulders and railroad ties. If MDT support and/or approvals at that time (assuming locations were within state highway ROW) still hold true, this could represent a “quick win” opportunity in implementation.
- If prior local/state support and/or approvals are no longer applicable, it is recommended that the City use the previous design concepts as a “basis of design,” and establish - with input from a small group of stakeholders (i.e. a Task Force) - a palette of additional materials and character-defining features that reflect the identity elements articulated during the workshop.
- A distinction should be made between Citywide Gateway elements and Downtown Gateway elements. While they can share similar aesthetic attributes, they have different intended audiences. Citywide Gateway elements of these types should be prioritized at the Western, Southern, and Eastern boundaries of the City - orienting themselves to highway and/or non-motorized users. The City should specifically explore Citywide Gateway signage at the Southern end of the City to encourage visits by travelers coming from Yellowstone, who may otherwise get right on the interstate and head toward Bozeman, etc.
- The City should explore the viability of additional signage - potentially of a more billboard/advertisement nature - along I-90 to announce the approach to the City of Livingston, and the amenities within the City, with greater prominence.
- The inputs received in this workshop should be incorporated into the Downtown Master Plan - particularly the desire to have additional Gateway Treatments closer to the perceived “entry points” into the Downtown (which will be identified in the Downtown Master Plan). Given greater support for Public Art in the Downtown - proximate locations, those types of Gateway Treatments should be reserved for Downtown Gateway demarcations.
- Landscaping should be incorporated, whenever possible, and should utilize native species, in all Gateway Treatments.
- **Implementation timeline:** Short-Term, if approvals for signage locations and placement are in place/not required Medium-Term, if MDT or railroad approvals, determination of signage locations, property/easement acquisitions are still required.

Recommendations for Potential Implementation Actions (Cont.):

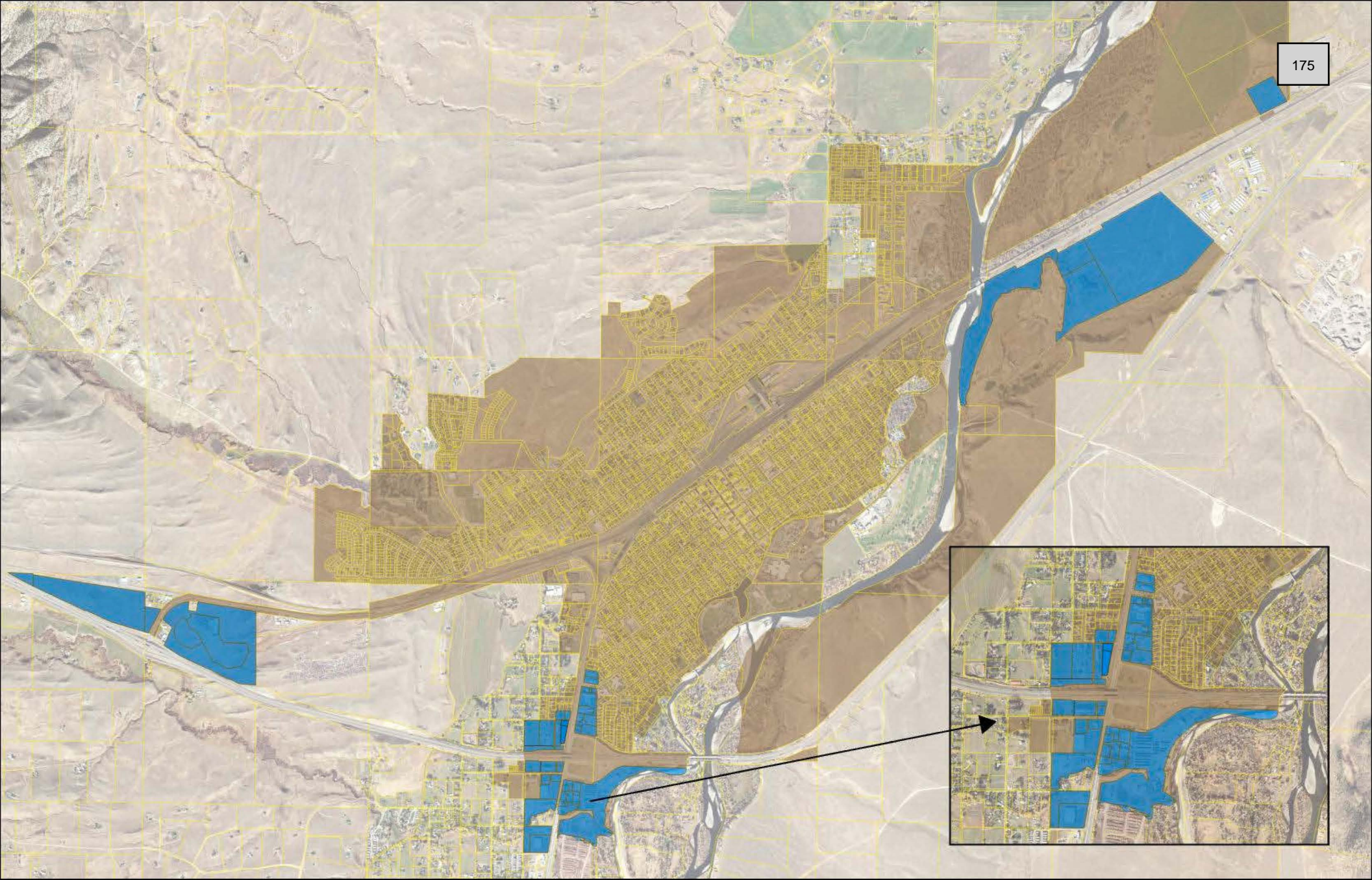
Land Use, Building Form & Articulation

- Based upon policy direction in the adopted Growth Policy, and supported by the feedback received in this workshop, the City should assess whether the Building Design Standards in the Chapter 30 Zoning Code requirements (Section 30.46, in particular) should be applicable to the Gateway Overlay Zones identified in the Growth Policy.
 - If they are deemed to be desired, the upcoming Zoning Code Update process should revisit those Building Design Standards to ensure that they are uniquely calibrated to those Gateway contexts - with a particular emphasis in material usage, mass & scale, and building articulation, to be reflective of the existing character of the City of Livingston. A Gateway Overlay Design District should then be mapped - using the Gateway Overlay Zones as guidance - to make those Building Design Standards applicable to new development proposals.
 - If a Gateway Overlay Design District is not established in all Gateway Overlay Zones identified in the Growth Policy, particular priority should go toward establishing one at the Southern edge of the City, as it is the most likely area for infill development potential that could embody a less auto-oriented Gateway character.
 - Given the feedback in this workshop, there was interest in seeing a greater mix of uses at the Western and Southern “entry points” into the City (though not at the City Boundary on the West side).
- The City should use the Zoning Code Update process to explore changes to the Highway Commercial Zone District and/or introduce a new Gateway-oriented Zone District, to encourage less auto-oriented uses, and ones that are more reflective of the existing character and scale of the City of Livingston.
- While the Zoning Code Update process is underway, the City should utilize the existing Building Design Standards in Section 30.46 of the Zoning Code, along with Growth Policy guidance around Gateways, and the inputs received in this workshop, to encourage property owners and developers to modify incoming development proposals to embody these Gateway attributes. Although the Design Standards in the Zoning Code are not mapped to be applicable in these Gateway areas, they can still serve as a helpful tool in helping developers and property owners contribute to the community’s vision in these Gateway areas.
 - **Implementation timeline:** Short-Term, in prioritizing the conversation(s) in the Zoning Code Update process, and working with development applicants in the interim to achieve the existing intent of the Building Design Standards. Medium-Term in implementing the Zoning Code and regulatory changes. Long-Term is seeing corresponding development investments respond to any new regulatory changes.

Recommendations for Potential Implementation Actions (Cont.):

Roadway Changes

- Based upon the feedback gained in this workshop, major Roadway/Infrastructure Changes as Gateway Treatments should be minimized, given the magnitude of such an effort, and the long-term nature of implementation - from an approvals, funding, and construction standpoint.
- The City should explore opportunities to incorporate, enhance, or better define non-motorized trail connections adjacent to roadways along the Hwy corridors leading into the Gateway Overlay Areas. These features can then serve as clear Gateway elements into the City, especially when combined with Signage, Public Art, and/or Landscaping. This approach is particularly applicable to the Southern and Eastern edges of the City.
- If a more significant Roadway Change were to be explored, the locations that generated the most interest in this workshop would be near the intersection of Hwy 10 and Park, or near the Southern edge of the City Boundary. Each was discussed as a potential location for a roundabout. Such a significant infrastructure change, would also provide opportunities to incorporate Signage, Public Art, and/or Landscaping, and would also likely call for enhanced Building Design Standards around the intersection to better define and enclose that entry feature into the City.
- **Implementation timeline:** Medium-Term, for enhancements to existing non-motorized trail connections. Long-term for major Roadway/Infrastructure Changes, given the need for a robust design process, corresponding approvals, identification of funds, and construction timeline.



Parcels in Gateway Overlay Zone
City Limits

Parcels Located in Gateway Overlay Zone Livingston, MT



0 0.150.3 0.6 0.9 1.2 Miles

LIST OF PARCELS INCLUDED IN GATEWAY OVERLAY ZONING DISTRICT

(Legal descriptions used where no physical property address is assigned)

1. 5290 US Hwy 89S
2. C.O.S. 2132, Parcel 4 (ID 49080305401100000)
3. C.O.S. 2307 RB, PARCEL 4A (ID 49080307401600000)
4. 5288 US Hwy 89S
5. 2420 Park Street S
6. 5288 US Hwy 89S
7. 23 West End Road
8. 2800 E Park Street
9. 320 Alpenglow Lane
10. 2410 Park Street S
11. C.O.S. 2668 RB, PARCEL 1C (ID 49080308301200000)
12. C.O.S. 2318, PARCEL 2 (ID 49080222201250000)
13. C.O.S. 2318, PARCEL 3, POR NW4 N OF HWY (ID 49080221201100000)
14. C.O.S. 2748 RB, PARCEL 1A (ID 49080222204010000)
15. 207 Antelope Drive
16. 100 PFL Way
17. 2128 W Park Street
18. 2120 Park Street S
19. SUBDIVISION 136 (BUTTREYS), LOT 2 (ID 49080223403070000)
20. 2000 W Park Street
21. 114 Loves Lane
22. 5 Pronghorn Drive
23. 3 Pronghorn Drive
24. 2050 Park Street S
25. 104 Centennial Drive
26. 106, 108, 110 Centennial Drive
27. 105 Centennial Drive
28. 101 Centennial Drive
29. 103 Centennial Drive

- 30. 69 Willow Drive
- 31. 5 Rogers Lane
- 32. 105 Rogers Lane
- 33. 111 Rogers Lane
- 34. 9, 11, 13 Rogers Lane
- 35. 21 Rogers Lane
- 36. 102 B Rogers Lane
- 37. 102 A Rogers Lane
- 38. 1701 W Park Street
- 39. 1623 W Park Street
- 40. 1621 W Park Street
- 41. 1625 W Park Street
- 42. 1601 W Park Street
- 43. 1515 W Park Street
- 44. 1415 W Park Street
- 45. 1429 W Crawford Street
- 46. 1427 W Crawford Street
- 47. 1415 W Park Street
- 48. 1409 W Park Street
- 49. 16 Loves Lane

From: [Planning](#)
To: [Jennifer Severson](#)
Subject: FW: Protest Petition
Date: Friday, July 5, 2024 12:10:12 PM

From: Bruce Whitfield <Bruce.Whitfield@livhc.org>
Sent: Wednesday, June 26, 2024 4:32 PM
To: Planning <planning@livingstonmontana.org>
Subject: Protest Petition

My name is Bruce Whitfield. I'm the Chief Executive Officer for Livingston HealthCare at 320 Alpenglow Lane.

This letter shall serve as our formal protest petition to the proposed Gateway Overlay Zoning District. Our concerns center around some of the building design standards that would be required under the Gateway Overlay Zoning District. Overall, the building design standards are geared towards commercial retail businesses and not healthcare facilities. I'm unsure whether our current medical facility would meet the proposed design standards outlined in the proposed Gateway Overlay Zoning District. We would like to make sure that any new medical facility built on our campus would mirror the existing facility and not vary from its design. I'm unsure if the building design standards would allow this.

Also, we object to the following requirements of the building design standards:

- Section J.2.b. states "Signs that detract from the site design of a development shall be avoided. The use of internally backlit signs will not be allowed. Spotlighting or other lighting methods shall be explored". Our current signs would not be allowed if this standard were applied since most of our signs are internally backlit as are almost all medical facility signs. Hospital, Emergency and Urgent Care signs need to be easily identified so patients know where to go in the case of an emergency.
- Section K.1.c. states "An economic analysis, including types and volumes of goods and services to be offered, impact on existing businesses, wage scales, percentage of local ownership and employees". I cannot understand why this is included within building design standards and how it can be applicable to a medical facility (i.e., medical office building, urgent care center, ambulatory surgery center).
- Section K.1.d. states "A traffic impact study, certified by a professional engineer if the project is anticipated to generate over 250 ADT". I'm unsure what 250 ADT means and seems to be an unnecessary cost that would be incurred by the landlord. A medical office building would require a traffic impact study?

Thank you for your consideration of our protest petition.

Bruce Whitfield
Chief Executive Officer

Livingston HealthCare

This electronic message is intended only for the named recipient, and may contain information that is confidential or privileged. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the contents of this message is strictly prohibited. If you have received this message in error or are not the named recipient, please notify us immediately by contacting the sender at the electronic mail address noted above, and delete and destroy all copies of this message.

File Attachments for Item:

**B. CONSIDERATION OF REQUEST FOR EXTENSION OF APPROVAL OF NORTHTOWN
SUBDIVISION PHASES 4A, 4B AND 5.**

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chair
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
Quentin Schwarz
Torrey Lyons
James Willich

Date: August 6, 2024
To: Chair Kahle and City Commissioners
From: Grant Gager, City Manager

Staff Report to Extend the Conditional Approval of the Northtown Subdivision Preliminary Plat Phases 4A, 4B and 5

Recommendation and Summary

Staff recommends the Commission approve the Applicant’s request to extend the Conditional Approval of the Northtown Subdivision Phases 4A, 4B and 5 by adopting the following motion:

“I move to extend the conditional approval of the Preliminary Plat of the Northtown Subdivision Phases 4A, 4B and 5 for a 3-year period ending August 6, 2027.”

The reasons for the recommendation are as follows:

- Northtown Subdivision Phases 4A, 4B and 5 (the Subdivision) were conditionally approved through January 12, 2025, to develop residential housing.
- The Applicant asserts they have delayed construction starts and infrastructure improvements in the Subdivision due to declining real estate market conditions for single-family homes.
- The Applicant wishes to focus their efforts on a Planned Unit Development (PUD) on land identified for future phasing of the Northtown Subdivision and provide multi-family residential development to meet the City’s current housing needs.

Introduction and History

The City conditionally approved the Preliminary Plat of Phases 4A, 4B and 5 in the Northtown Subdivision, which established 88 residential lots on which the Applicant intended to construct single-family homes.

Analysis

As stated by the Applicant in their Extension Request Letter (Attachment A), since the Subdivision was approved in December 2022, the demand for single-family housing has decreased in Livingston and the need for smaller, multi-family rental units has increased. The Applicant proposes to focus their efforts and finances on developing a portion of Lot 3A (identified for future development in the Subdivision) as a PUD.

The City of Livingston has a current estimated population of 8,790 that is expected to grow to over 10,000 by 2030. This anticipated growth underscores the need for a greater variety of housing sizes and types to meet the increasing demand for rental housing in Livingston.

The Applicant has expressed to City Staff their interest in developing multi-family residential units within the PUD (if approved). Because PUDs provide developers with design flexibility that promotes clustered development and preservation of open space, Staff anticipates the Applicant’s near-term focus on creating a PUD will directly contribute to providing high-quality rental housing in Livingston.

Fiscal Impact

It is not anticipated that extending the Conditional Approval of Northtown Subdivision Preliminary Plat Phases 4A, 4B and 5 will fiscally impact the City of Livingston.

Strategic Alignment

Staff does not anticipate that extending the Conditional Approval of the Northtown Subdivision Preliminary Plat Phases 4A, 4B and 5 for three years (until August 6, 2027) will conflict with the 2021 Growth Policy. Rather, allowing the Applicant to focus their efforts on a potential PUD with clustered, multi-family residential development directly supports elements in the 2021 Growth Policy, including:

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

Strategy 4.1.2.1: Identify and preserve the most sensitive and valuable natural areas.

Attachments

- A. Extension Request from the Applicant dated May 31, 2024
- B. Northtown Subdivision Preliminary Plat Phases 4A, 4B and 5 Conditional Approval Letter dated July 12, 2023
- C. Approved Preliminary Plat for Phases 4A, 4B and 5

From: [Garrett Schultz](#)
To: [Jim Woodhull](#); [Jennifer Severson](#); [Shannon Holmes](#); [Grant Gager](#)
Cc: [Matt Faure](#); [William Muhlenfeld](#); [Nick Hammond](#); [Jeremy May](#)
Subject: Request for 3-year Extension of Preliminary Approval for Northtown Phases 4A, 4B, and 5
Date: Friday, May 31, 2024 11:27:09 AM
Attachments: [230112 - Northtown Subdivision - Conditional Approval.pdf](#)
[1_PPlat-Northtown-082322.pdf](#)

Hello City of Livingston Staff,

The Owners of Northtown Phases 4A, 4B, and 5 would like to request an extension on their Preliminary Plat Approval. The Approval was written on January 12, 2023, and stated "This Preliminary Approval shall be effective for 2 calendar years from the date of this letter."

As you know, the Owners are currently pursuing PUD options on another portion of the Subject Property. In addition to the time and resources committed to that endeavor, market conditions caused the Owners to consider construction and Final Plat of the Subdivision in phases, and delay the start of all construction of infrastructure improvements for the Subdivision. To date, no construction of improvements has occurred, and it is uncertain at this point when that will occur.

Pursuant to III-B-6.f.i of the City of Livingston Subdivision Regulations, the Owners would like to request an extension of the Approval Period. A 3-year extension would be a reasonable timeline to plan for and execute the phased construction project.

Please let me know if you need anything further to support this request.

Thanks,

Garrett Schultz, P.E.
Headwaters Engineering, Inc.
1105 Reeves Road West, Suite 6
Bozeman, MT 59718
gschultz@headwatersmt.net
406-570-3676

This communication is the property of Headwaters Engineering, Inc. and may contain confidential or privileged information. If you have received this communication in error, please notify the sender and delete the communication.

January 12, 2022

Northtown Development Corp.
1425 West Main Street, # 101
Bozeman, MT 59715

Gentlemen,

At their meeting on December 20, 2022, the Livingston City Commission granted conditional, preliminary approval of the Northtown Subdivision, phases 4A, 4B and 5.

The following are the conditions that have been placed upon this subdivision:

1. All sewer and water main extensions will be a minimum of eight (8) inch.
2. Storm water design will meet all applicable DEQ standards.
3. A Montana licensed engineer, or his supervised representative, will be required to be on site during utility construction.
4. Any utility reimbursement plan must be submitted to, and approved by, the City prior to the beginning of construction.
5. 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.
6. Any improvement agreement(s) for deferred infrastructure construction need to be reviewed and approved by the City prior to the beginning of construction.
7. 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 approval.

8. All outdoor lighting in this development will be required to be night-sky friendly. City standard street lights will be required throughout the development.
9. Final approval for the first phase will require compliance with all of these conditions as well as completion, or financial guarantee, of the water main loop connection from Sweetgrass Lane, through Phases 4B and 4A, along Wild Rye Drive and back to Scenic Trail.
10. Additional snow storage will be provided on the west leg of Wheat Ridge Road with a 30-foot wide dedicated open space between lots 64 and 112.
11. No on-street parking will be allowed on the radii of the cul-de-sacs on Wheat Ridge Road.
12. An additional five percent (5%) of volume will be added to the storm pond system to provide a safety margin.
13. All language limiting this development from achieving full R2 zoning density shall be removed from this development's covenants including, specifically, 12.06 part 9 in the covenants.
14. The Applicant will sign a waiver of protest of SID guarantying that all lots in this subdivision will participate in a future SID project to add an additional grade-separated rail crossing.
15. Garbage containers shall be stored in a garage, shed or other enclosed space, or a bear-proof garbage container shall be utilized.
16. Building requirements and allowed uses shall not be more restrictive, by covenant, than the City of Livingston's RII zoning regulations including with respect to building height, set-back or roof pitch.
17. The covenants shall not require two car garages.
18. If the covenant's include a tree planting list, such list shall be the same as, and update with, the City's.
19. Tree caliper planting requirements shall be removed from the covenants so as not to restrict allowable planting species.

20. The covenants shall not restrict pets beyond existing City regulations.

These conditions are based on the primary review criteria found in 76-3-608, M.C.A. or are enforceable through the City of Livingston Municipal Code and it's adopted Public Works Design Standards and Specification Policy. Should your team desire clarification on any of these conditions, please do not hesitate to contact me directly. Alternately, you may view a recording of the meeting at: <https://www.livingstonmontana.org/citycommission/page/city-commission-meeting-169>.

Additionally, as you know, a Subdivider who is aggrieved by a decision of the governing body to approve, conditionally approve or deny an application for preliminary plat for a proposed subdivision may, within 30 days from the date of the written decision, appeal to 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.

This preliminary approval shall be effective for two (2) calendar years from the date of this letter. All conditions must be met and an application for final approval of this subdivision must be submitted to the City prior to expiration of this two-year period. At the end of this approval period, if requested by the Subdivider, the City may grant an extension of one additional year.

If you have any questions, please contact me at 222-4903.

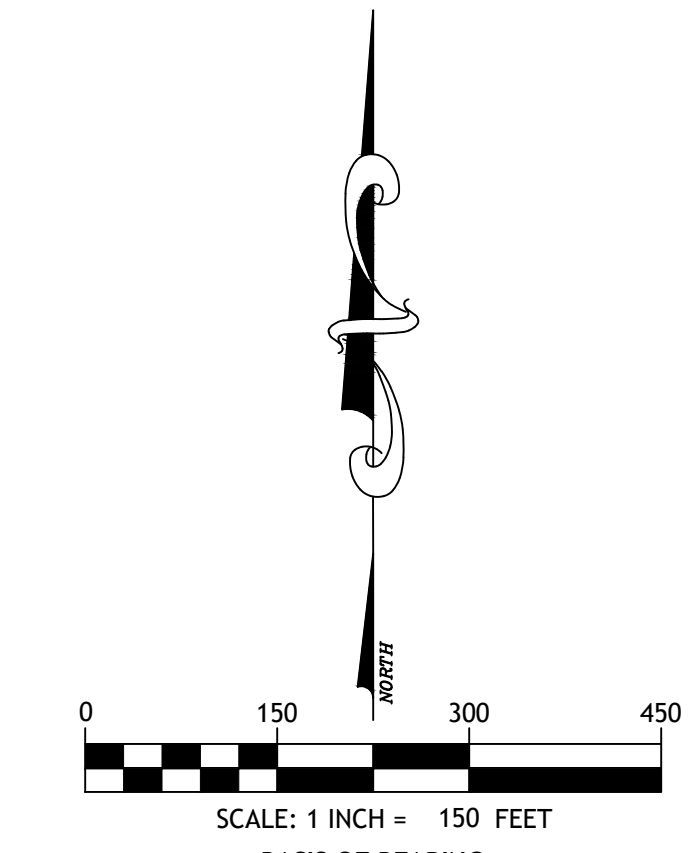
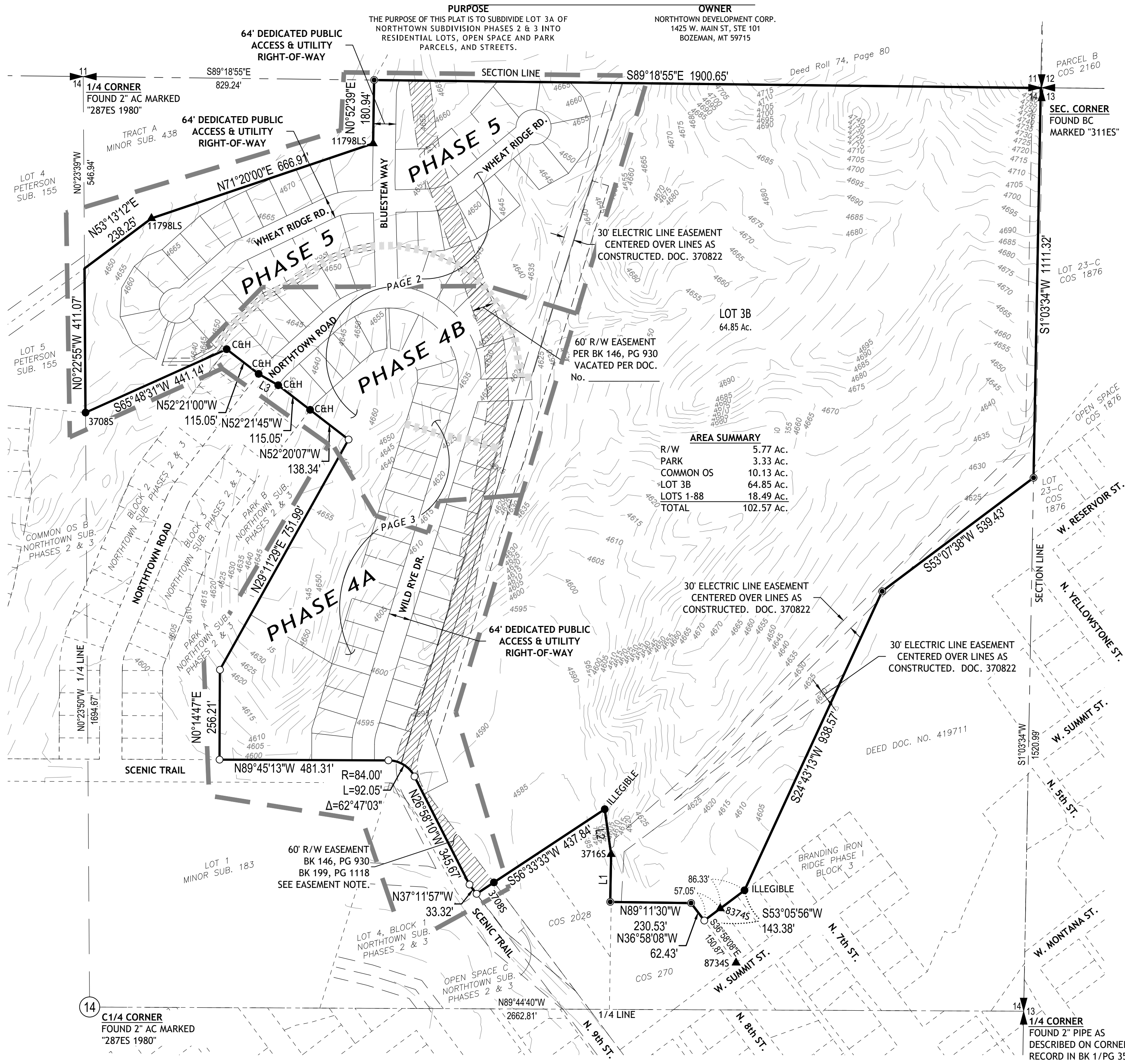
Sincerely,



Jim Woodhull
Director of Building/Planning

PRELIMINARY PLAT OF NORTHTOWN SUBDIVISION PHASES 4A, 4B, & 5

BEING LOT 3A OF NORTHTOWN SUBDIVISION PHASES 2 & 3 IN THE NE1/4 SECTION 14, TOWNSHIP 2 SOUTH, RANGE 9 EAST, PRINCIPAL MERIDIAN, CITY OF LIVINGSTON, PARK COUNTY, MONTANA



BASIS OF BEARING
BEARINGS SHOWN ARE MONTANA STATE PLANE GRID, DERIVED FROM GPS OBSERVATIONS WITH SURVEY-GRADE RECEIVERS AND REFERENCED TO THE MONTANA COORDINATE SYSTEM, SINGLE ZONE, NAD83-2011.

DISTANCES SHOWN ARE GROUND, INTERNATIONAL FEET.

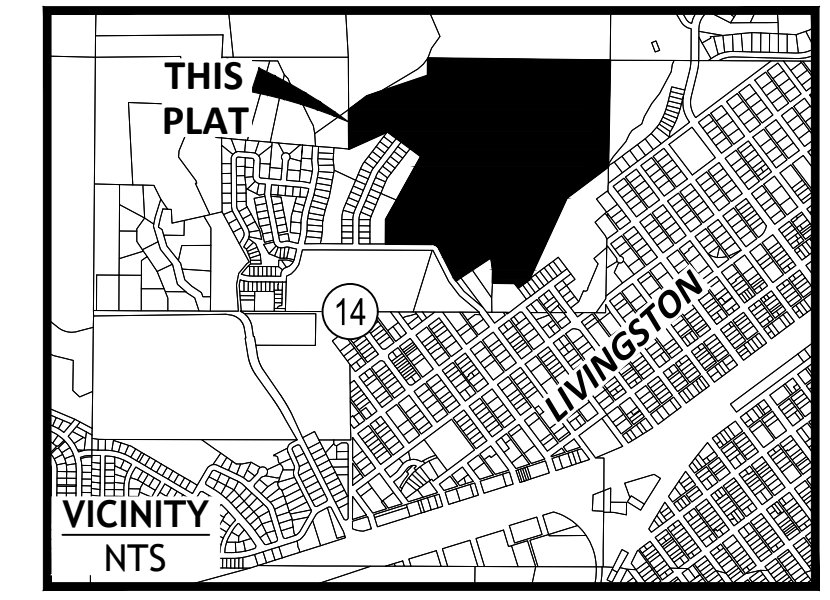
- LEGEND**
- ▲ SET REBAR W/ AC MARKED "32875 L5"
 - △ FOUND REBAR W/ AC MARKED AS NOTED
 - SET NAIL W/ WASHER/TAG MARKED "32875 L5"
 - FOUND UNMARKED REBAR, NO CAP
 - SET REBAR W/ YELLOW CAP MARKED "32875 L5"
 - FOUND REBAR W/ YELLOW CAP MARKED AS NOTED
 - ✱ FOUND PUBLIC LAND SURVEY SYSTEM CORNER AS NOTED

- AC ALUMINUM CAP
 - BC BRASS CAP
 - WC WITNESS CORNER
 - RB RADIAL BEARING
 - R/W RIGHT-OF-WAY
 - PUE PUBLIC UTILITY EASEMENT
 - PDE PUBLIC DRAINAGE EASEMENT
 - PCR RECORDS OF THE PARK COUNTY RECORDER
- PLAT OF NORTHTOWN SUBDIVISION PHASES 2 & 3, Doc. No. 419538
- OS OPEN SPACE
 - (R1) RECORD DIMENSION PER
 - (C) CALCULATED DIMENSION
- SURVEYED BOUNDARY
 - SURVEYED LOT LINE
 - EXISTING LOT LINE
 - PROPOSED EASEMENT
 - EXISTING EASEMENT
 - SECTION LINE
 - 1/4 LINE
 - R/W CENTERLINE
 - TIE LINE

PREVIOUS RECORD DIMENSION NOTE
PLEASE REFER TO THE FINAL PLAT OF NORTHTOWN SUBDIVISION, PHASES 2 AND 3 FOR PREVIOUS RECORD DIMENSIONS TO SATISFY ARM 24.183.1104(1)(D)(XII).

LINE TABLE		
LINE	LENGTH	BEARING
L1	135.90'	N01°02'43"E
L2	129.63'	N08°05'19"W
L3	64.55'	N69°50'25"W

CERTIFICATE OF SURVEYOR
I, Ryan J. Dee, Professional Land Surveyor, do hereby certify that Northtown Subdivision Phases 4A, 4B, & 5 was surveyed under my direct supervision, and that I have platted the same as shown on the accompanying plat and as described in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-625, M.C.A., and the City of Livingston Subdivision Regulations.
Dated this _____ day of _____, 2022.



CERTIFICATE OF CONSENT
We, the undersigned property owner, hereby certify that we have caused to be surveyed, subdivided, and platted into lots, blocks, parks, open space parcels, streets and alleys, and other divisions of land as shown by the plat hereunto included, the following described parcel of land:
Lot 3A of Northtown Subdivision Phases 2 & 3 in the NE1/4 Section 14, Township 2 South, Range 9 East, Principal Meridian, City of Livingston, Park County, Montana.
Said parcel of land being 102.57 acres, along with and subject to any existing easements.

The above described parcel of land shall be known and designated Northtown Subdivision Phases 4A, 4B, & 5, Park County, Montana; and the lands included in all streets, avenues, alleys, and parks of other public lands shown on said plat are hereby granted and donated to the City of Livingston, for the public use and enjoyment.

GRANT OF EASEMENTS
The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, electric power, gas, internet, cable television, or other similar utility or service the right to joint use of easements for construction, maintenance, repair, and removal of their lines and other facilities in, over, under, and across each area designated on this plat as "Utility Easement" to have and to hold forever.

WAIVER OF RIGHT TO PROTEST
We, the undersigned property owner of this subdivision, hereby waive the right to protest creation of Special Improvement Districts for all lots within this subdivision, for Special Improvement Districts for public improvements to the Livingston west-end underpass and Front Street extension projects. In doing so, we do not waive the right to comment on, protest, and/or appeal any assessment formula which may be proposed if we believe it to be inequitable. This waiver shall be binding on the heirs, assigns, and purchasers of all lots within this subdivision.
DATED this _____ day of _____, 2022.

Northtown Development Corp.
William Muhlenfeld, President

STATE OF MONTANA)
COUNTY OF PARK)

This instrument was signed or acknowledged before me on this _____ day of _____, 2022, by William Muhlenfeld, President of Northtown Development Corp..

Notary Public for the State of Montana

CONSENT OF MORTGAGEE
We, the undersigned mortgagees or encumbrances, hereby join in and consent to this plat, releasing our respective liens, claims, or encumbrances to any portion of said lands now being platted into streets, avenues, parks, or other public uses which are dedicated to the City of Livingston for the public use and enjoyment.
DATED this _____ day of _____, 2022.

Printed Name
Title

STATE OF _____)
COUNTY OF _____)

This instrument was signed or acknowledged before me on this _____ day of _____, 2022, by _____ of _____.

Notary Public for the State of Montana

CERTIFICATE OF COMPLETION OF IMPROVEMENTS
We, Northtown Development Corp., and I, _____, a Professional Engineer licensed to practice in the State of Montana, hereby certify the following improvements, required as conditions of approval of NORTHTOWN SUBDIVISION PHASES 4A, 4B, & 5, have been installed in conformance with the approved plans and specifications, or financially guaranteed and covered by the improvements agreement accompanying this plat. Installed improvements:

Northtown Development Corp.
William Muhlenfeld, President

Date _____ [Printed Name], PE
MT License No. _____

Director of Public Works
City of Livingston, Montana

CERTIFICATE OF EXCLUSION FROM MT DEQ REVIEW
Northtown Subdivision Phases 4A, 4B, & 5, located in Park County, Montana, is within the City of Livingston, as second class municipality, and within the planning area of the Livingston growth policy adopted pursuant to Sec. 76-1-601, et seq., MCA, and pursuant to Section 76-4-127, MCA, will be provided with adequate storm water drainage and municipal facilities. Therefore, under the provisions of 76-4-125(1)(d), MCA, this subdivision is excluded from the requirements of Montana Department of Environmental Quality review.
Dated this _____ day of _____, 2022.

Director of Public Works, City of Livingston, Montana

CERTIFICATE OF CITY COMMISSION
The City Commission of Livingston, Park County, Montana, hereby certifies that this plat of Northtown Subdivision Phases 4A, 4B, & 5 has been examined and, having found the same to conform to the requirements of the Subdivision and Platting Act, Sec. 76-3-101 through 76-3-625, 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.
DATED this _____ day of _____, 2022.

Chairman of the City Commission
City of Livingston, Montana

CERTIFICATE OF COUNTY TREASURER
I, Kevin J. Larkin, Treasurer of Park County, Montana, hereby certify that the accompanying plat has been examined and that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.
DATED this _____ day of _____, 2022.

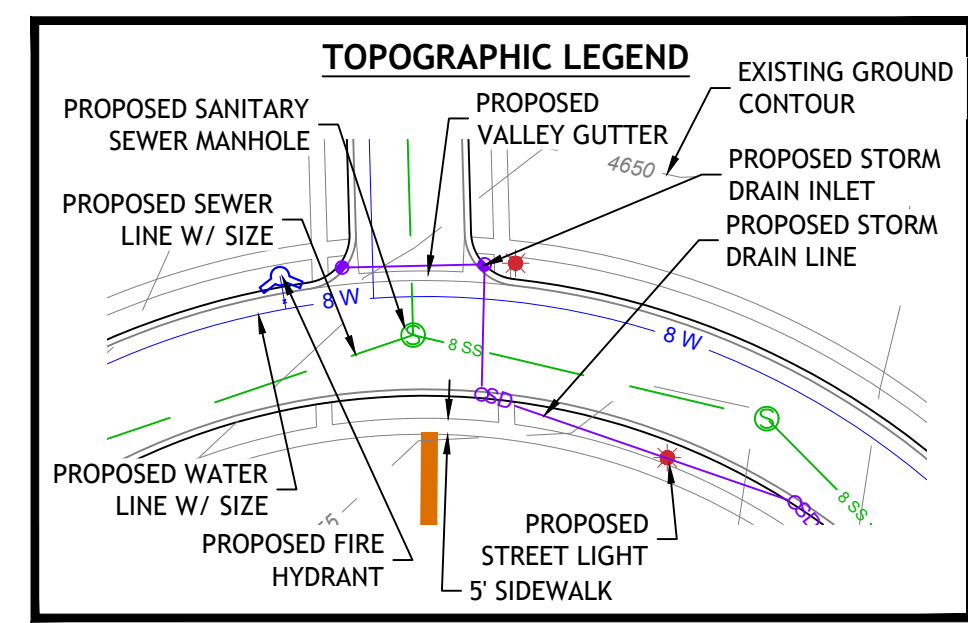
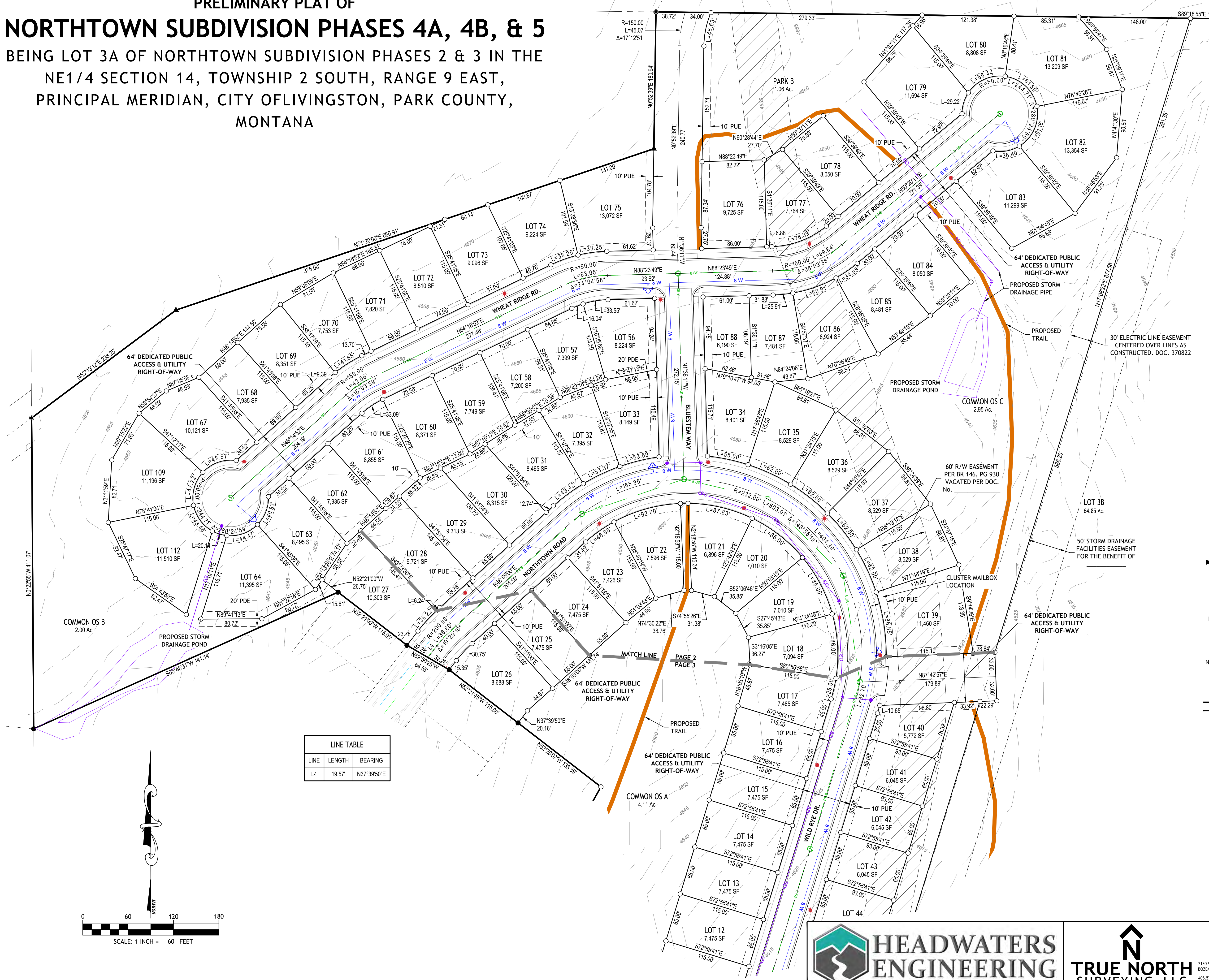
Treasurer, Park County, Montana

CERTIFICATE OF CLERK AND RECORDER
STATE OF MONTANA)
COUNTY OF PARK)

I, Maritza H. Reddington, Clerk and Recorder of Park County, Montana, hereby certify that this instrument was filed for record this _____ day of _____, 2022, at _____ o'clock, and was assigned Subdivision Plat No. _____, Records of Park County.
Clerk & Recorder, Park County, Montana

	HEADWATERS ENGINEERING		TRUE NORTH SURVEYING, LLC	SUBDIVISION PLAT	
				SURVEYOR: RJD DRAWN BY: SMR LOCATION: LIVINGSTON LEGAL: NE1/4 SECTION 14 DATE: 8/23/2022	SCALE: RJD SHEET SIZE: 24"x36" PROJECT NUMBER: 22-181.09 DRAWING NAME: PPlat-Northtown-Plot.dwg SHEET 1 OF 3

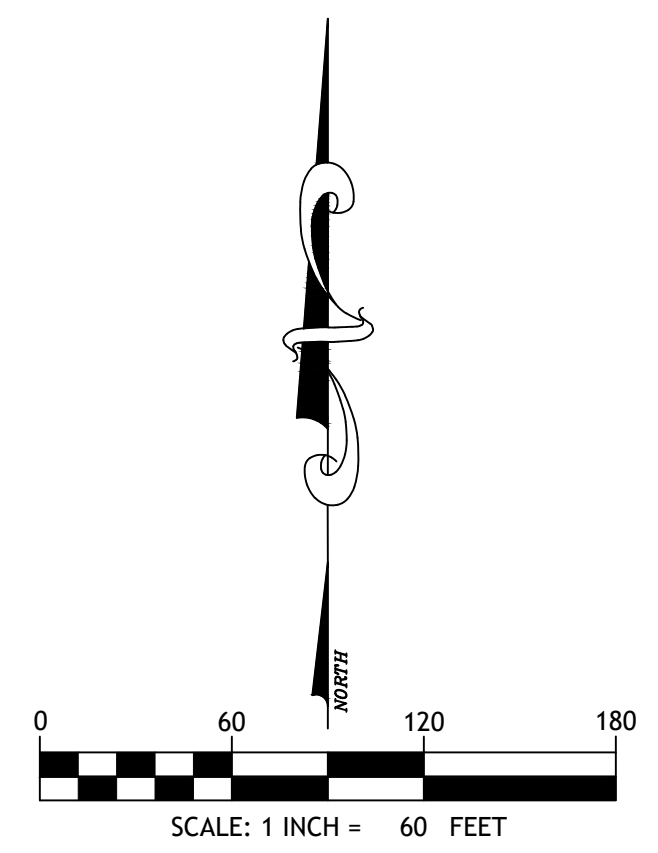
PRELIMINARY PLAT OF
NORTHTOWN SUBDIVISION PHASES 4A, 4B, & 5
 BEING LOT 3A OF NORTHTOWN SUBDIVISION PHASES 2 & 3 IN THE
 NE1/4 SECTION 14, TOWNSHIP 2 SOUTH, RANGE 9 EAST,
 PRINCIPAL MERIDIAN, CITY OF LIVINGSTON, PARK COUNTY,
 MONTANA



- LEGEND**
- △ SET REBAR W/ AC MARKED "32875 LS"
 - ▲ FOUND REBAR W/ AC MARKED AS NOTED
 - SET NAIL W/ WASHER/TAG MARKED "32875 LS"
 - FOUND UNMARKED REBAR, NO CAP
 - SET REBAR W/ YELLOW CAP MARKED "32875 LS"
 - FOUND REBAR W/ YELLOW CAP MARKED AS NOTED
 - ⊕ FOUND PUBLIC LAND SURVEY SYSTEM CORNER AS NOTED
 - AC ALUMINUM CAP
 - BC BRASS CAP
 - WC WITNESS CORNER
 - RB RADIAL BEARING
 - R/W RIGHT-OF-WAY
 - PUE PUBLIC UTILITY EASEMENT
 - PDE PUBLIC DRAINAGE EASEMENT
 - PCR RECORDS OF THE PARK COUNTY RECORDER
 - PLAT OF NORTHTOWN SUBDIVISION PHASES 2 & 3, Doc. No. 419538
 - NS2B3
 - OS OPEN SPACE
 - (R1) RECORD DIMENSION PER _____
 - (C) CALCULATED DIMENSION
 - SURVEYED BOUNDARY
 - SURVEYED LOT LINE
 - EXISTING LOT LINE
 - PROPOSED EASEMENT
 - EXISTING EASEMENT
 - SECTION LINE
 - 1/4 LINE
 - R/W CENTERLINE
 - TIE LINE

LINE TABLE

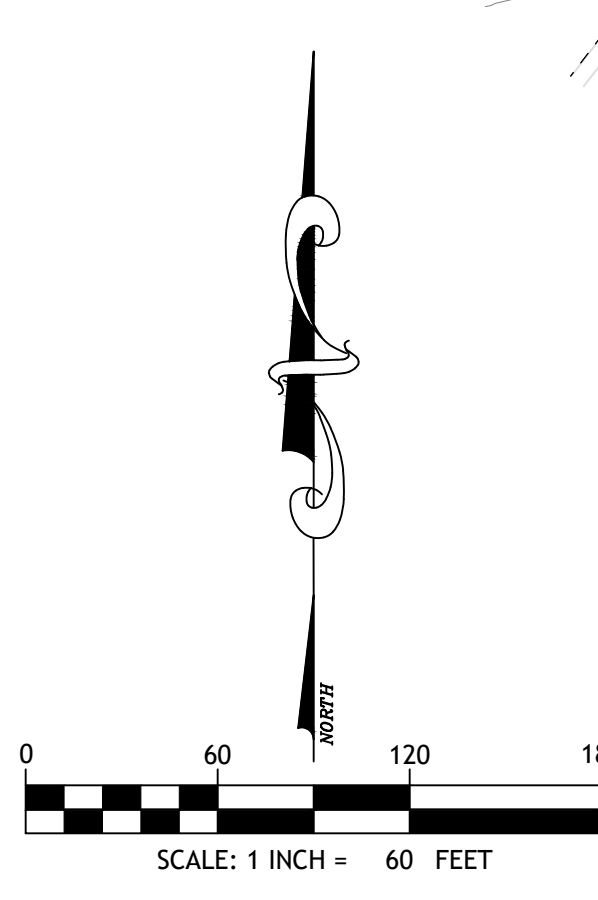
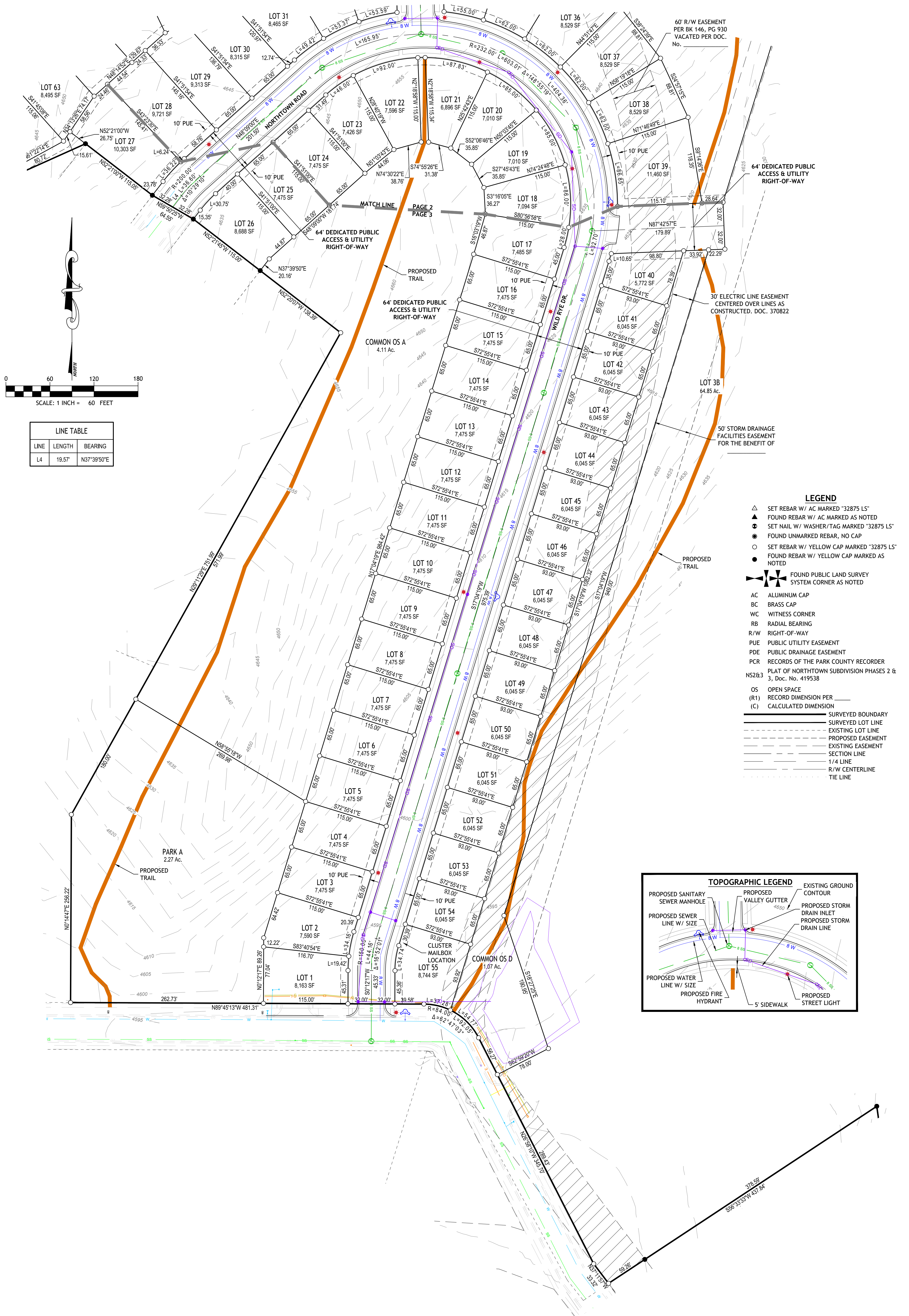
LINE	LENGTH	BEARING
L4	19.57'	N37°39'50"E



SUBDIVISION PLAT	
SURVEYOR: RJD	SCALE: RJD
DRAWN BY: SMR	SHEET SIZE: 24"X36"
LOCATION: LIVINGSTON	PROJECT NUMBER: 22-181.09
LEGAL: NE1/4 SECTION 14	DRAWING NAME: PPlat-Norhtown-Plot.dwg
DATE: 8/23/2022	SHEET 2 OF 3

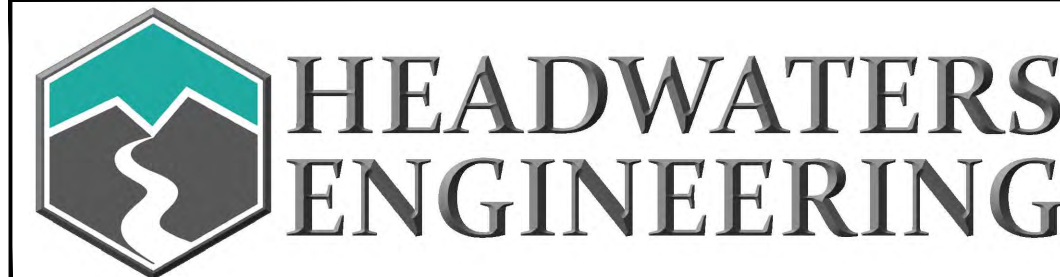
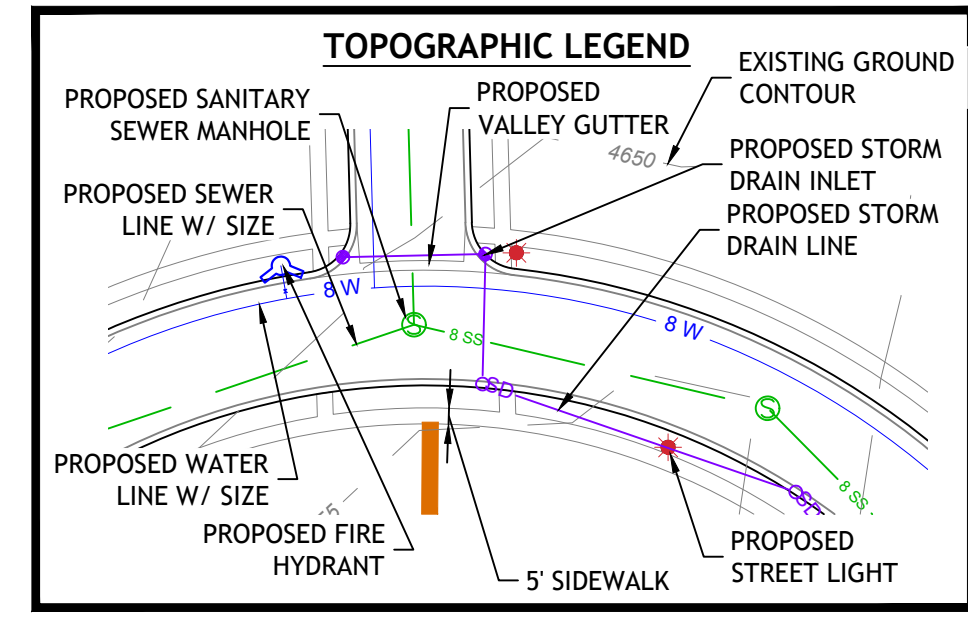
PRELIMINARY PLAT OF NORTHTOWN SUBDIVISION PHASES 4A, 4B, & 5

BEING LOT 3A OF NORTHTOWN SUBDIVISION PHASES 2 & 3 IN THE NE1/4 SECTION 14, TOWNSHIP 2 SOUTH,
RANGE 9 EAST, PRINCIPAL MERIDIAN, CITY OF LIVINGSTON, PARK COUNTY, MONTANA



LINE TABLE		
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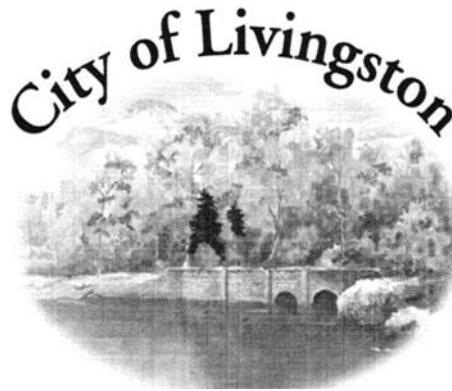
File Attachments for Item:

C. ACTION ARISING FROM MONTANA SIXTH JUDICIAL DISTRICT COURT ORDER APPROVING LIVINGSTON WEST LLC MAJOR SUBDIVISION APPLICATION

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
Quentin Schwarz
Torrey Lyons
James Willich

Date: August 6, 2024
To: Chair Kahle and City Commissioners
From: Grant Gager, City Manager

**Staff Report Regarding Decision and Order issued by
Montana’s Sixth Judicial District
Requiring Approval of Application for
Major Subdivision from Livingston West LLC**

Recommendation and Summary

The City Manager recommends that the City Commission comply with the July 25, 2024, Decision and Order issued by the Montana Sixth Judicial District Court and approve with conditions the 2023 application for a major subdivision that was submitted by Livingston West LLC. The Commission may approve the application by adopting the following motion:

“I move to comply with the July 25, 2024, Decision and Order issued by the Montana Sixth Judicial District Court and direct the City Manager to approve by a written letter Livingston West LLC’s 2023 major subdivision application subject to the 19 conditions ordered by the Court.”

The reasons for the recommendation are as follows:

- The City of Livingston received a major subdivision application in July 2023.
- On July 25, 2024, Montana’s Sixth Judicial District Court issued an Order and Decision approving the subdivision with conditions.

Introduction and History

Livingston West LLC submitted an application for a major subdivision on July 21, 2023, which was subsequently approved by the Livingston Planning Board, subject to certain conditions. The City Commission, denied the application on during its September 19, 2023, meeting. On December 1, 2023, Livingston West LLC filed a Complaint and Application for Writ of Mandamus seeking approval of the subdivision.

Analysis

On July 25, 2024, Montana’s Sixth Judicial District Court issued an Order and Decision approving the subdivision with nineteen conditions.

Fiscal Impact

There is uncertain fiscal impact arising from compliance with the Court’s Decision and Order.

Strategic Alignment

Complying with court orders is a recommended practice.

Attachments

- Attachment A: Sixth Judicial District Decision and Order
- Attachment B: September 19, 2023, Staff Report regarding Subdivision Application

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

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

8 In the Matter of the Mountain View
9 Subdivision Preliminary Plat Application

Cause No. DV-34-2023-145

10 LIVINGSTON WEST, LLC,

11 Plaintiff,

**DECISION AND ORDER REGARDING
PETITION FOR WRIT OF MANDAMUS**

12 vs.

13 CITY OF LIVINGSTON, by and through its
14 City Commission,

15 Defendant.

16 The Court held oral arguments on the Plaintiff's Application for Writ of Mandamus on
17 June 26, 2024. William C. Fanning appeared with Andrew Field, agent for Plaintiff. Ryan P.
18 Browne appeared for the City of Livingston. Jon M. Hesse, counsel for the City of Livingston,
19 Grant Gager, and Richard Smith all observed the hearing via Zoom.

20 The Court reviewed the Plaintiff's Complaint and Application for Writ of Mandamus,
21 Plaintiff's Motion for Application of Writ of Mandamus and Brief in Support, the Defendant's
22 Response Brief, the Plaintiff's Reply, and the arguments made by counsel, and finds good cause
23 for entry of the following Decision and Order.
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1 **DECISION**

2 **I. Factual and Procedural Background**

3 On July 7, 2022, Plaintiff, Livingston West, LLC, (hereinafter “Plaintiff”), along with
4 PrintingForLess.com, submitted a Preliminary Plat application for the Mountain View
5 Subdivison, (hereinafter “2022 Application”). Letters or memoranda were submitted to the City
6 Commission by City Planner Jim Woodhull, Interim City Manager Lowy, and City Attorney
7 Courtney Lawellin.
8

9 On October 4, 2022, the Livingston City Commission (“Commission”) voted to deny the
10 Application. On November 3, 2022, Andrew Field (“Field”) received a letter serving as the
11 “written determination of reasons for the Commission’s vote to deny your request for
12 subdivision.” (“2022 Denial Letter”). The decision was appealed to the District Court on
13 December 2, 2022, (“Complaint 1”).
14

15 On April 14, 2023, Plaintiff filed an unopposed *First Amended Complaint* removing
16 PrintingForLess.com as a party to the 2022 Application. Complaint 1 was then stayed, pending
17 revision and resubmittal of the Application for Preliminary Plat.
18

19 A second Application for Preliminary Plat, (“Application II”), was submitted on July 21,
20 2023, and was subsequently approved by the Livingston Planning Board (“LPB”), subject to
21 seventeen (17) conditions. Application II was submitted to the City Commission, along with an
22 updated report from the Livingston City Planner, Jennifer Severson, which incorporated
23 additional recommended conditions.
24

25 On September 19, 2023, the Commission denied Application II. On November 1, 2023,
26 Field received a letter serving as the “written determination of reasons for the Livingston City
27 Commission’s vote to deny your request for subdivision.” (“2023 Denial Letter”).
28

1 On December 1, 2023, Plaintiff filed a Complaint and Application for Writ of
2 Mandamus, alleging that the City’s denial of Application II was unlawful, arbitrary, or
3 capricious, and not supported by the evidence in the record.

4 **II. Applicable Law**

5 A writ of mandamus may be issued to “compel the performance of an act that the law
6 specially enjoins as a duty resulting from an office, trust or station.” § 27-26-102(1), MCA. A
7 writ “must be issued in all cases in which there is not a plain, speedy, and adequate remedy in the
8 ordinary course of law.” § 27-26-102(2), MCA.

9 For a writ of mandate to issue, the petitioner must: 1) demonstrate the existence of a clear
10 legal duty by the party against whom the writ is sought; 2) establish that he is entitled to
11 performance of the referenced duty; and 3) show that there is no speedy or adequate remedy
12 available. § 27-26-102, MCA; *Smith v. City of Missoula*, 1999 MT 330, ¶ 28, 297 Mont. 368,
13 992 P.2d 834.

14 The Montana Supreme Court has held that the clear legal duty must involve a “ministerial
15 act, not a discretionary act.” *Smith*, ¶ 28 (citing *Withers v. County of Beaverhead*, 218 Mont.
16 447, 450, 710 P.2d 1339, 1341 (Mont. 1985)). The Court defines a ministerial act as follows:
17

18 [W]here the law prescribes and defines the duty to be performed
19 with such precision and certainty as to leave nothing to the
20 exercise of discretion or judgment, the act is ministerial, but where
21 the act to be done involves the exercise of discretion or judgment,
22 it is not to be deemed merely ministerial.

23 *State v. Cooney*, 102 Mont. 521, 529, 59 P.2d 48, 53 (Mont. 1936).

24 As a general rule, mandamus is available only to compel performance of a clear legal
25 duty not involving discretion. *McCarten v. Sanderson*, 111 Mont. 407, 109 P.2d 1108, 132
26 A.L.R. 1229. “But even where discretion is involved, if there has been such an abuse as to
27
28

1 amount to no exercise of discretion at all, mandamus will lie to compel the proper exercise of the
2 powers granted.” *Skaggs Drug Center v. Mont. Liquor Control Board*, 146 Mont. 115, 124, 404
3 P.2d 511, 516.

4 The Montana Supreme Court has indicated that a writ of mandamus is warranted if an
5 administrative board has acted so arbitrarily or capriciously “that it cannot be said to have
6 rendered an honest judgment.” *State ex rel. Sanders v. Hill* (P.E.R.S.), (1963) 141 Mont. 558,
7 381 P.2d 475; *Paradise Rainbows v. Fish & Game Comm’n*, 148 Mont. 412, 417, 421 P.2d 717,
8 720 (1966).

9
10 If notice is provided to the party to whom the writ is directed, a peremptory writ may be
11 issued. § 27-26-204, MCA. A peremptory writ must include a general description of the
12 allegation against the party to whom the writ is directed and command the party, immediately or
13 at a specified time, to do the act required to be performed. § 27-26-203, MCA.

14
15 **III. Parties’ Arguments**

16 Plaintiff argues that a writ of mandamus is appropriate because the City of Livingston has
17 a non-discretionary duty to review subdivision applications under the Montana Subdivision and
18 Platting Act and its own Subdivision Regulations.

19
20 Plaintiff asserts that to prevail on its requested relief, Plaintiff must establish three
21 criteria: 1) Plaintiff must show that the City had a clear legal duty to review the Applications
22 pursuant to the express criteria in State statute and local rules, and render a written decision that
23 comports with the statute, and that it failed in that duty; 2) Plaintiff must show it is entitled to
24 this procedural due process; and 3) Plaintiff must demonstrate that there is no speedy or adequate
25 remedy available.
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1 Plaintiff first argues that the City had a clear legal duty to issue “written findings of fact
2 that weigh the criteria in subsection (3), as applicable.” § 76-3-608(2), MCA. Further, Plaintiff
3 argues, the requirements of the written statement are clearly stated in § 76-3-620(c) & (e), MCA,
4 and are also found in City Subdivision Regulations III-B-6(e)(ii)(A), p. 27-28.

5
6 Plaintiff argues that neither the 2022 Denial Letter nor the 2023 Denial Letter inform the
7 applicant that, pursuant to §76-3-625, MCA, the applicant has a right of appeal against the
8 governing body, information which is required by both state statutes and local regulation. This
9 deficiency affected Plaintiff’s due process rights, it argues.

10 Next, Plaintiff argues that the City had a clear legal duty to issue a decision that met the
11 written requirements of § 76-3-620(d)-(e), MCA and City Subdivision Regulations III-B-6(e)(ii)
12 (C), p. 27-28. However, Plaintiff argues, that twice, the City Commission failed in its non-
13 discretionary legal duty to base its decision on the requirements of § 76-3-608(1), MCA.
14 Plaintiff argues that the Commission instead used non-statutory personal preferences in its
15 decision, thereby failing to render an honest decision. Plaintiff argues that neither the 2022
16 Denial Letter nor the 2023 Denial Letter come close to being acceptable denial letters, pursuant
17 to the applicable statutes and regulations herein.

18
19 For example, the Plaintiff notes that Livingston Fire Chief Josh Chabalowski stated,
20 during the Commission meeting, that “development of this neighborhood is going to actually
21 reduce the fire threat in that area...[t]he current status of that neighborhood is more of a fire risk
22 than if we continue to develop it...” However, Plaintiff alleges that in both 2022 and 2023, the
23 City denied the respective applications on the basis that “[t]he subdivision’s proximity to the
24 wildland-urban interface and I-90 may exacerbate the threat of wildfires to new development
25 within the subdivision.” The Plaintiff argues that the City’s failure to acknowledge and engage
26
27
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1 with the facts as proffered by Chief Chabalowski is an abrogation of the City’s clear legal duty
2 which it does not have the discretion to ignore.

3 Another example referenced by the Plaintiff is that Denial Letters assert that the
4 subdivision, which may in the future need to enlarge the sewer system, will create a negative
5 Effect/Impact on Local Services. However, the Plaintiff argues, in her Staff Report, City Planner
6 Severson noted that “property tax revenue generated by the new development will cover
7 additional public costs. Impact fees will (sic) applied to new development in the subdivision and
8 the developed lots must also pay into the City’s street and like (sic) maintenance districts.”
9 Plaintiff further notes that City Manager Grant Gager told the Commission that a “special
10 improvement district puts the responsibility for cost of certain infrastructure improvements on
11 the area of the city that benefits.”
12

13
14 A third example referenced by the Plaintiff is that there are no alleys in the proposed
15 subdivision, and there was no variance requested for the lack of alleys, because alleys were not
16 required. City Planner Woodhull also found that alleys were not required, and further asserted
17 that there were sufficient disadvantages of topography and orientation such that mandating alleys
18 was not required, nor was a variance appropriate, Plaintiff argues. Despite this, Plaintiff points
19 out that the Denial Letters simply state that the “subdivision has the potential to be
20 residential...and there are no alleys included in the design.”
21

22 Next, the Plaintiff argues that it lacks a speedy and adequate remedy at law to force the
23 City to follow its own regulations and State statutes, making a writ appropriate in this case.
24 First, the Plaintiff argues that it does not have an adequate remedy at law because the current
25 slate of City Commissioners is unalterably biased. Second, the Plaintiff argues that District
26 Court action does not provide just, adequate, and speedy relief. The Plaintiff argues that civil
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1 trials take years, are expensive, and there is no guarantee that even if Plaintiff prevails, the
2 Commissioners will approve an application. Additionally, argues Plaintiff, there would be two
3 trials necessary, given that there are two cases involved.

4 The Plaintiff fundamentally maintains that it does not have an adequate remedy other
5 than the requested Writ, because all it can do is reapply with another application which will
6 surely be denied because of the bias and prejudice of the City.

7
8 Last, the Plaintiff argues that, as an appropriate remedy for the arbitrary and capricious
9 failure of the City to follow its own regulations and Montana Subdivision law, this Court should
10 resolve this by approving the 2023 Preliminary Plat Application with the nineteen (19) agreed-
11 upon conditions.

12
13 In its Response, the City opposes Plaintiff’s Petition for Writ of Mandamus on the
14 grounds that mandamus is not available to correct or revise past actions. Further, the City argues
15 that it cannot be compelled to perform the discretionary function of approving a subdivision
16 application.

17
18 The City argues that a “writ of mandate will not lie to correct or undo an action already
19 taken.” *Popham*, 185 Mont. at 29. In this case, the City argues, Plaintiff seeks to obtain a writ of
20 mandate directing the City to revise or correct something Plaintiff believes is erroneous. This is
21 exactly the circumstance, argues the City, under which a writ of mandamus cannot issue and the
22 Petition should be denied.

23
24 Next, the City argues that the discretionary decision on a subdivision application is not
25 subject to the compulsion of a writ of mandamus. The City notes that other district courts around
26 Montana have considered applications for writs of mandate following the decision on a
27 subdivision application and have held that the discretionary act or decision on a subdivision
28

1 application is not subject to the compulsion of a writ of mandamus. *Nobles v. Board of County*
2 *Commissioners*, 2004 ML 1294, at *14 (21st Jud. Dist., Ravalli Cty, April 28, 2004); *Krushensky*
3 *v. Gallatin County*, 2001 ML 3418 (18th Jud. Dist., Gallatin Cty, Oct. 1, 2001); *Owens v. City*
4 *Council and Mayor of the City of Missoula*, 2005 ML 1887 (4th Jud. Dist. Ct., Missoula Cty.,
5 Aug. 16, 2005); *Collins v. Granite County Commissioners*, 2000 ML 489, *4-5 (3rd Jud. Dist.,
6 Granite Cty., Apr. 21, 2000). Instead, argues the City, the appropriate remedy is found at § 76-3-
7 625, MCA. *Nobles*, 2004 ML 1296 at *14, *Krushensky* at *46; *Owens*, 2005 ML 1887 at *30;
8 *Collins*, 2000 ML 489 at *5. The City argues that all district courts in these cases held that the
9 remedy found at § 76-3-625, MCA is both speedy and adequate. *Id.*

10
11 The City then addresses the facts in *Kiely Constr. L.L.C. v. City of Red Lodge*, 2002 MT
12 241, 312 Mont. 52, 57 P.3d 836. The City argues that although the Plaintiff likens the facts in
13 this case to those in *Kiely*, they are very dissimilar. In *Kiely*, argues the City, the issue was that
14 the City of Red Lodge failed to act upon an application within the statutory timeframe. Here,
15 however, the City argues, unlike in *Kiely*, the City acted upon the application in the appropriate
16 timeframe and issued a written decision. Accordingly, the City argues, Plaintiff’s remedy is the
17 review process found at § 76-3-625, MCA, which offers a just, speedy and adequate remedy.
18 See *Bridger Canyon Property Owners’ Ass’n v. Planning & Zoning Comm’n*, 270 Mont. 160,
19 890 P.2d 1268 (1995).

20
21
22 Next the City argues that, even if a writ of mandate were available in the context of a
23 subdivision application after a decision has been issued, it would not be appropriate here because
24 the City met its statutory obligations in reviewing Plaintiff’s applications. The City asserts that
25 under Title 76, Chapter 3, the aggrieved party has the burden to show that the “governing body’s
26 decision, based on the record as a whole, must be sustained unless the decision being challenged
27
28

1 is arbitrary, capricious, or unlawful.” § 76-3-625(1), MCA. The City argues that “a reversal of
2 the appealed ruling is not permitted merely because the record contains inconsistent evidence or
3 evidence which might support a different result. Rather, the decision being challenged must
4 appear to be random, unreasonable, or seemingly unmotivated, based on the existing record.”
5 *Kiely*, 2002 MT 241 at ¶29 (quoting *Silva v. City of Columbia Falls*, 258 Mont. 329, 335, 852
6 P.2d 671, 675 (Mont. 1993)); *Hansen v. Granite County*, 2010 MT 107, ¶ 29, 356 Mont. 269,
7 232 P.3d 409; *Heffernan v. Missoula City Council*, 2011 MT 91, ¶ 65, 360 Mont. 207, 255 P.3d
8 80. Further, the City argues that “[w]hile the record may contain conflicting evidence, as long as
9 a substantial amount of the evidence supports the governing body’s decision and the governing
10 body explains why it weighed certain evidence, the governing body’s decision should be
11 upheld.” *MM&I, LLC v. Bd. Of County Comm’rs of Gallatin County*, 2010 MT 274, ¶ 30, 358
12 Mont. 420, 246 P.3d 1029.

15 The City then argues that it provided a timely written decision and complied with the
16 criteria of § 76-3-608, MCA. The City argues that it is clear from the 620 letter and the
17 transcript of the September 19, 2023 City Commission hearing that the City complied with the
18 subdivision review criteria. The City admits that the 620 letter did not contain information
19 regarding the appeal process, but given that the Plaintiff had already filed an appeal of the 2022
20 Application, the City argues that Plaintiff appears unharmed by this oversight.

22 The City then notes that Plaintiff argues the 620 Letter “misses the mark”. The City
23 argues, however, that Plaintiff’s claim that the 620 Letter needed more information does not
24 mean that the decision is arbitrary or capricious, and Plaintiff provided no authority to suggest
25 that it is. Regardless, the City argues, the 620 Letter and the transcript of the hearing show that
26 the City complied with its statutory obligations in considering all criteria required by § 76-3-608,
27
28

1 MCA. See *MM&I*, 2010 MT 274, ¶ 10. The City argues that all of the items that require review
2 pursuant to § 76-3-608, MCA, were given due consideration in the 620 Letter and were
3 thoroughly discussed at the September 19, 2023 meeting. The City argues that all of this shows
4 that its decision to deny Plaintiff’s 2023 Application was neither arbitrary nor capricious, it was
5 not unreasonable, and was, instead, based upon a consideration of a substantial amount of
6 evidence before the City Commission.
7

8 Last, the City argues that, despite Plaintiff’s argument to the contrary, the City’s decision
9 not to approve the subdivision application was based upon the information presented. The City
10 Commission is vested with a great deal of discretion and is not precluded from considering
11 personal experiences when issuing a decision, it argues. Further, the City argues, because the
12 Commission acts as the fact-finder in proceedings involving subdivision review, it is not required
13 to agree with the information presented to it. *MM&I*, 2010 MT 274, ¶ 35. The City argues that
14 it was required to consider all factors under § 76-3-608, MCA, and upon consideration, found
15 that the items had not been adequately addressed in Plaintiff’s application. Accordingly,
16 although the Plaintiff may not like it, the City argues it presented valid reasons for the denial of
17 the subdivision applications and no writ of mandate should issue.
18
19

20 In its Reply, the Plaintiff counters that it is not seeking a writ of mandate to “correct or
21 undo an action already taken”. *Popham, supra*. Rather, the Plaintiff seeks a writ of mandate “to
22 stimulate action pursuant to” the City’s clear legal duty under § 76-3-620, MCA, which Plaintiff
23 alleges the City has ignored. As a sanction, Plaintiff requests that the Court approve the 2023
24 Application with agreed upon conditions. Plaintiff argues that the City is not entitled to ignore
25 the elements of § 76-3-620, MCA, and then claim Plaintiff is seeking to undo the City’s action
26 by way of a writ of mandate.
27
28

1 Plaintiff notes that the City admits it did not include information regarding the appeal
2 process in its 620 Letter. That the Plaintiff appears to be unharmed by that omission, Plaintiff
3 argues, does not bear on the City’s statutory mandate to provide Plaintiff with the information on
4 the appeal process. See *Victor Fed’n of Tchrs. Loc. 3494, MEA-MFT v. Victor Sch. Dist. No. 7,*
5 *Ravalli Cnty.*, 414 P.3d 1284, 1288-89 (2018). Second, the Plaintiff argues that, although the
6 City characterizes the omission as a clerical error, the right to appeal is fundamental and
7 supported by legal authority inherent in the plain language of § 76-3-620(c), MCA. See *State v.*
8 *Cooney*, 102 Mont. 521, 529, 59 P.2d 48, 53 (1936).

10 Third, the Plaintiff argues that the City’s 620 Letter does not provide the facts and
11 conclusions that the Commission relied upon in making its decision to deny Plaintiff’s
12 application, and it does not reference documents, testimony, or other materials that form the
13 basis of that decision. § 76-3-620(e), MCA. This procedural failure, argues Plaintiff, makes the
14 resulting decision appear random, unreasonable, or seemingly unmotivated based on the existing
15 record. *Kiely, supra*, ¶ 69. The Plaintiff argues that the City’s response brief does not contain or
16 quote any portion of the 620 Letter to support its contention that the Letter provides an adequate
17 factual basis under § 76-3-620(e), MCA. That is so, argues the Plaintiff, because the Letter does
18 not contain such facts and is, therefore, deficient. The 620 Letter may have been timely, argues
19 Plaintiff, but in all other respects, it fails to follow the requirements of § 76-3-620, MCA.

22 Last, the Plaintiff again argues that it simply has no speedy and adequate remedy
23 available in the ordinary course of law. See *Citizens for a Better Flathead v. Bd. of Cnty.*
24 *Commissioners of Flathead Cnty. by & through Dupont*, 286 P.3d 567, 583 (2016). This is not a
25 case, argues Plaintiff, where the Plaintiff is in a rush because the courts do not move quickly
26 enough. Rather, argues Plaintiff, this is a case where it is seeking complete relief from the City
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28

1 *Commission’s* ad hoc, arbitrary processes, which has already spanned over three years. The
2 Plaintiff argues that the City’s arbitrary, capricious and unlawful denials of Plaintiff’s
3 Applications require correction from this Court which may act as a watchdog to assure that the
4 Commission acts lawfully.

5 The Plaintiff asks the Court to use its review authority to find the two denials arbitrary,
6 capricious, or unlawful and approve the 2023 Preliminary Plat with the nineteen (19) agreed
7 upon conditions as a sanction.
8

9 **III. Court’s Analysis**

10 The Court recognizes that a writ of mandamus is an extraordinary remedy that should be
11 permitted only when no other adequate remedy lies. *State ex rel. May v. Hartson*, 167 Mont.
12 441, 539 P.2d 376 (1975). The petitioning party must: 1) demonstrate the existence of a clear
13 legal duty by the party against whom the writ is sought; 2) establish that he is entitled to
14 performance of the referenced duty; and 3) show that there is no speedy or adequate remedy
15 available. § 27-26-102, MCA; *Smith v. City of Missoula*, 1999 MT 330, ¶ 28, 297 Mont. 368,
16 992 P.2d 834.
17
18

19 The general rule regarding writs of mandamus is that they are imposed to compel
20 performance of a clear legal duty not involving discretion. *McCarten v. Sanderson, supra*.
21 However, the Supreme Court has also held that, “even where discretion is involved, if there has
22 been such an abuse as to amount to no exercise of discretion at all, mandamus will lie to compel
23 the proper exercise of the powers granted.” *Skaggs Drug Center v. Mont. Liquor Control Board*,
24 146 Mont. 115, 124, 404 P.2d 511, 516, citing *Marshall v. District Court*, 50 Mont. 289, 294,
25 146 P. 743.
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1 The *Marshall* case involved an application for a writ of mandamus by a nurse who had
2 been denied licensing. The Court noted that the district court,

3 . . . also made an additional finding to the effect that the relators
4 acted from prejudice and bias in not giving the petitioner an
5 average grade of 70 per cent or more upon her examination, and he
6 announced as "a conclusion of law" that the petitioner "is entitled
7 to have a peremptory writ of *mandamus* * * * directing the
8 defendants to recommend" her to the governor of the state of
9 Montana "for registration as a nurse under the provisions of
10 Chapter 50 of the Session Laws of the thirteenth legislative
11 assembly of the state of Montana." It is conceded that a judgment
12 will be entered directing a peremptory writ to issue in accordance
13 with said conclusion of law, unless prevented by an absolute writ
14 of prohibition from this court as sought by the relators.

15 *State ex rel. Marshall v. District Court*, 50 Mont. 289, 292.

16 Again, even where discretion is involved, if there has been such an abuse as to amount to
17 no exercise of discretion at all, mandamus will lie to compel the proper exercise of the powers
18 granted. *Withers v. County of Beaverhead*, 218 Mont. 447, 450 P.2d 1339, 1341. "This
19 Court has held that arbitrary or capricious action by an administrative board is an abuse of
20 discretion. *State e. rel. Sanders v. Hill*, 141 Mont. 558, 381 P.2d 475; *Paradise Rainbows v. Fish
21 and Game Commission* (1966), 148 Mont. 412, 417, 421 P.2d 717, 720.

22 In *Paradise Rainbows*, the Court considered the denial of licenses by the Fish and Game
23 Commission for certain man-made fishing ponds operated by DePuy. The District Court entered
24 a Writ of Mandamus requiring the Fish and Game Commission to issue the licenses for DePuy's
25 ponds that the Commission had previously denied.

26 The Montana Supreme Court noted that the basic legal issue presented to the Court
27 regarding the mandamus actions was whether the district court improperly interfered with the
28

1 discretion of the Commission to determine which ponds are subject to licensing. The Court
2 reiterated the general principle that:

3 As a general rule mandamus is available only to compel
4 performance of a clear legal duty not involving discretion.
5 *McCarten v. Sanderson*, 111 Mont. 407, 109 P.2d 1108, 132 A.L.R.
6 1229. "But even where discretion is involved, if there has been such
7 an abuse as to amount to no exercise of discretion at all, mandamus
8 will lie to compel the proper exercise of the powers granted."
9 *Skaggs Drug Center v. Mont. Liquor Control Board*, 146 Mont.
10 115, 124, 404 P.2d 511, 516. This court has indicated that arbitrary
11 or capricious action by an administrative board is an abuse of
12 discretion. *State ex rel. Sanders v. Hill (P.E.R.S.)*, 141 Mont. 558,
13 381 P.2d 475.

14 *Paradise Rainbows v. Fish & Game Comm'n*, at 148 Mont. 412, 417.

15 With regard to the denial of licenses for DePuys' ponds, the Court concluded that:

16 It appears from the record that the Commission dealt with DePuy in
17 an arbitrary fashion to the extent that it refused to renew a license
18 for ponds which had previously been licensed and which were not
19 significantly changed by the highway construction. This
20 inconsistency is aggravated by the fact that these ponds were
21 initially licensed after the meeting at the DePuy ranch at which the
22 Commission was fully represented. At that time the Commission
23 had an opportunity to examine the ponds and found them
24 compatible with statutory requirements.

25 *Id.*

26 The Court went on to note that, "there was evidence of vacillation on the part of the
27 Commission in selecting and applying standards governing private fish pond licenses" and held
28 that:

 Under such circumstances it was proper for the district court to
entertain a mandamus action brought by DePuy to protect a
valuable economic asset systematically developed with the
apparent consent and approval of the Commission. We do not wish
to substitute our judgment for that of the Commission, but only
insist that the Commission's sound discretion is consistently and
fairly exercised. We therefore hold that the district court did not err
in ruling that the Commission should issue a private fish pond

license covering ponds constructed on Trail Creek and DePuy Spring Creek.

Paradise Rainbows v. Fish & Game Comm'n, at 148 Mont. 412, 418.

In the case before the Court, the record reflects that the City Commission acted in a manner that was arbitrary and capricious in the action taken on both the 2022 Application and Application II. The arbitrary and capricious treatment of the Applications pervaded the process as to each. The Court will not recount each example of this but does point to the following that demonstrate that there is, “evidence of vacillation” on the part of the City Commission in selecting and applying standards governing their consideration of the Plaintiffs’ Applications.

In both instances, the City Commission failed to include in its Denial Letter that the Applicant has a right of appeal, pursuant to § 76-3-625, MCA, a requirement of both state statutes and local regulations. Giving notice of the right to appeal is a non-discretionary legal duty that was violated by the City Commission in its issuance of both Denial Letters. This is a glaring due process violation that the Court does not consider cured by the fact that the Applicant did appeal.

The City Commission had a clear legal duty to issue “written findings of fact that weigh the criteria in subsection (3), as applicable.” § 76-3-608(2), MCA. The requirements of the written statement are clearly stated in § 76-3-620(c) & (e), MCA, and are also found in City Subdivision Regulations III-B-6(e)(ii)(A), p. 27-28. The Denial Letters issued by the City Commission do not approach compliance with these requirements. Again, compliance with statutory requirements and requirements of applicable regulations in issuing written findings of fact regarding their decisions is a non-discretionary legal duty.

Rather than weighing and analyzing the evidence that was presented as to a number of concerns that were raised and put to rest by officials attending the Commission meeting, the City

1 Commission ignored important information that was presented. One example is Livingston Fire
2 Chief Josh Chabalowski stating that the proposed development would actually reduce the fire
3 threat in the area. Without acknowledging or processing this input, the Denial Letters both state
4 that the subdivision’s proximity to the wildland-urban interface and I-90 may exacerbate the
5 threat of wildfires to new development. Regarding the fire risk, the City Commission failed to
6 reference any documents in its Denial Letters, and ignored the detailed testimony of its own Fire
7 Chief who stated that the subdivision would reduce wildfire risk in the area. This lack of analysis
8 fails the statutory requirements and is evidence of arbitrary and capricious decision-making.
9

10 The Denial Letters assert that the subdivision may create a future need to enlarge the
11 sewer system and negatively impact local services. The City Planner’s Staff Report addresses
12 this issue, stating that the property tax revenue and impact fees generated by the new
13 development would cover additional public costs. The City Manager stated that a special
14 improvement district puts the responsibility for the cost of certain infrastructure improvements
15 on the area of the City that benefits from them. This input is ignored in the City Commission’s
16 Denial Letters.
17

18 The Denial Letters state that “the subdivision has the potential to be residential...and
19 there are no alleys included in the design.” The City’s own Planner, Mr. Woodhull, found that
20 alleys were not required and asserted that there were sufficient disadvantages of topography and
21 orientation such that mandating alleys was not required, nor was a variance appropriate. Such
22 blanket statements in the Denial Letters by the City Commission lead the Court to conclude that
23 the Commission’s decision was, “random, unreasonable, or seemingly unmotivated.” *Kiely*,
24 *supra* at ¶ 69.
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1 The analysis and reasoning by the City Commission from the first Application in 2022 to
2 the second Application and process, did not improve. The record reflects that Application II was
3 denied at 11:30 p.m. after a discussion by the Commission members exploring “Red Hat, Green
4 Hat and Black Hat thinking” about challenges and opportunities. The Red Hat, Green Hat, Black
5 Hat challenges and opportunities discussion shows confusion about the statutory and regulatory
6 requirements of the Commission’s review of the application. The discussion devolved into one
7 about the Commissioners’ personal preferences than about land use matters.
8

9 The Court agrees with the Plaintiff regarding its belief that it has no meaningful remedy
10 at law in support of its Petition for a Writ of Mandamus. The Plaintiff submitted two
11 Applications. The Plaintiff agreed to adopt all nineteen conditions recommended by the
12 Livingston Planning Board. Yet before the vote on Application II, one Commissioner stated,
13 “What’s before us, to me, is undeniably untenable. I think we could condition it until the sun
14 comes up and it will still be undeniably untenable to me.” Hrg. Trans. 04:44;01 Ex. 6 00781.
15

16 Another Commissioner stated, before casting a vote against the Application, “...it’s
17 against our land use patterns, and the way in which we want to develop. I don’t think we have to
18 say yes to that.” Hrg. Trans. 04:46:43 Ex. 6 0078.
19

20 The Commissioners’ personal opinions and vague land use beliefs are not in addition to a
21 proper statutory analysis of the Application but are in lieu of the statutory analysis that the
22 Commission was required by law to perform and failed to perform. As such, the Plaintiff’s
23 submission of a third Application would, in this Court’s view, be a meaningless exercise in
24 futility.
25

26 The Plaintiff has established its right to the issuance of a Writ of Mandamus directing the
27 Livingston City Commission to approve Plaintiff’s 2023 Application for Preliminary Plat, with
28

1 the requirement that Plaintiff be bound to comply with all nineteen conditions set forth in the
2 staff report.

3 The Plaintiff has requested an award of attorney’s fees and costs in connection with the
4 Application for Writ of Mandamus and associated briefing and hearing. The Court finds good
5 cause to hold that request in abeyance pending service of the Writ and the City’s compliance
6 therewith.
7

8 Based upon the foregoing analysis, good cause exists for entry of the following Order:

9 **PEREMPTORY WRIT OF MANDAMUS**

10 **I.**

11 The Livingston City Commission shall, within ten (10) days from the date this Writ is
12 served, issue its written approval of Livingston West, LLC’s 2023 Application for Preliminary
13 Plat with the 19 conditions set forth in the staff report. Livingston West, LLC will be obligated
14 to follow all aspects of the Application as well as the 19 conditions that were noted in the staff
15 report.
16

17 **II.**

18 Livingston West, LLC’s request for an award of attorneys’ fees and costs incurred in
19 connection with the Writ is held in abeyance. This request will be further addressed when the
20 ten-day time period for the City’s approval to be granted has passed and the Writ has been
21 returned.
22

23 **III.**

24 Counsel for Livingston West, LLC shall cause this Writ to be served upon the City of
25 Livingston in the same manner as a summons would be served in any civil action, in accordance
26 with § 27-26-205, MCA.
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IV.

Within fifteen (15) days from the service of this Writ, counsel for Livingston West, LLC shall file with the Court the Return of Service of the Writ, together with a copy of the City’s written approval of its 2023 Application for Preliminary Plat with the 19 conditions noted in the staff report.

SO ORDERED THIS 25TH DAY OF JULY, 2024.

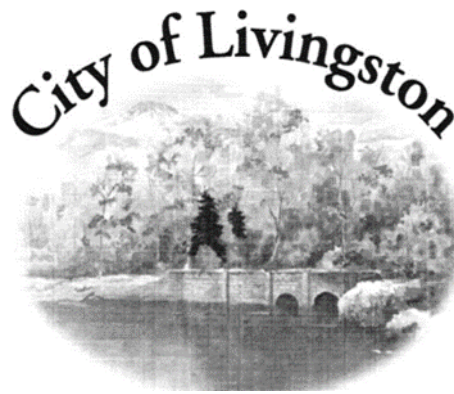
ELECTRONICALLY SIGNED AND DATED BELOW.

cc: William C. Fanning
Brian L. Taylor
Ryan P. Browne
Talia G. Damrow
Court Administrator

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Melissa Nootz

Vice Chair
Karrie Kahle

Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

Date: September 19, 2023
To: Chair Nootz and City Commissioners
From: Jennifer Severson, Planning Director

Staff Report for Mountain View Major Subdivision

Proposal Summary

Livingston West, LLC, owner of the property described as Parcel 1A of Certificate of Survey No. 2748RB (see Development Plan in Figure 1 below), located on the west end of Livingston near the Highway 10 West on-ramp at Interstate 90, is proposing to divide the subject property into 24 lots. The property surrounds the Printing for Less and FedEx facilities.

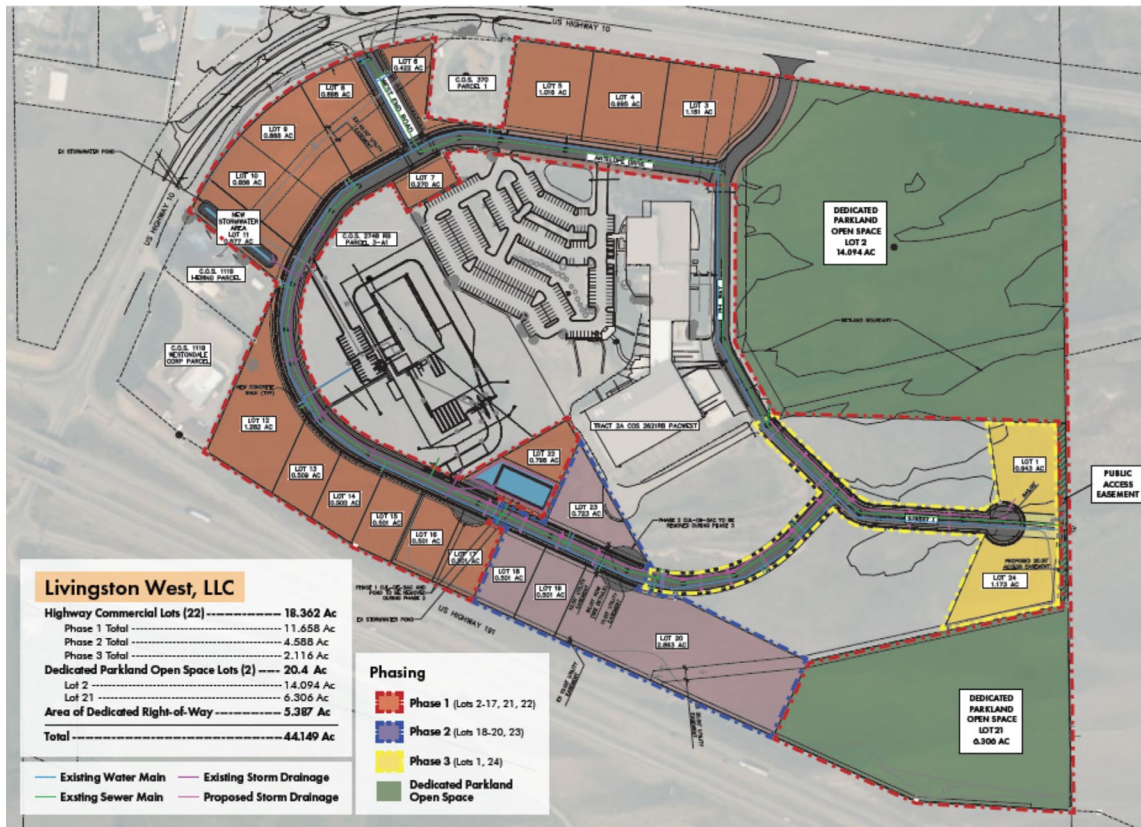


Figure 1. Development Plan

Background

The subject property was annexed by the City of Livingston in 2004 and is zoned Highway Commercial. As defined in the Livingston Municipal Code Art II, Sec 30.30, the Highway Commercial zoning district is intended to provide areas for residential structures, commercial and service enterprises which serve the needs of the tourist, traveler, recreationalist or the general traveling public. Areas designated as Highway Commercial should be located in the vicinity of freeway interchanges, intersections on limited access highways, or adjacent to primary and secondary highways. The subject property is also located in an area designated as Community Commercial on the Future Land Use Map included in the 2021 Growth Policy (see Figure 2 below). Community Commercial land use designation accommodates medium to large scale wholesale, retail, lodging, offices, and service establishments typically located along major corridors that can function independent of adjoining development and/or require individual access to public rights-of-way.

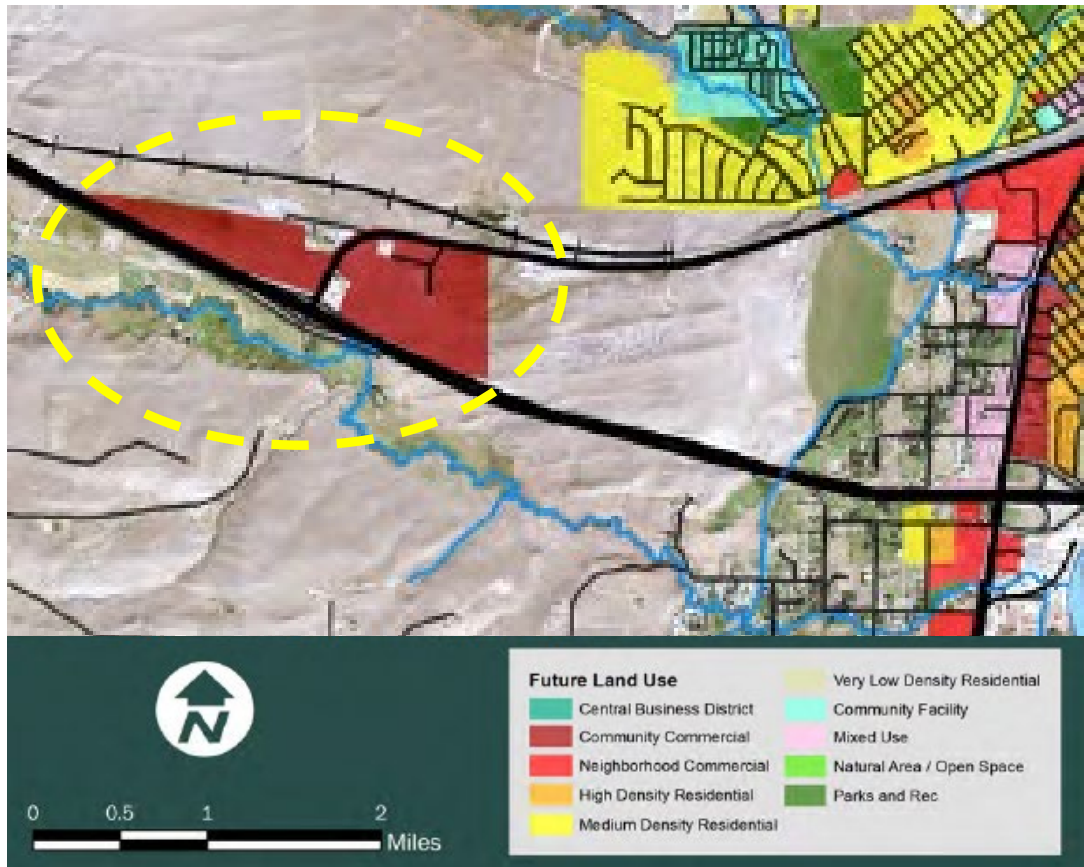


Figure 2. Future Land Use Map

Referral Agency Responses

Livingston Public Works- comments were provided about the following: additional costs to the City associated with the proposed subdivision; street improvements and temporary safety measures between phase development; erosion control; water and sewer connection requirements for each subdivided lot; ownership and maintenance responsibilities for new public facilities; and staff review of stormwater and street plans for phases 2 and 3. Recommendations were made for: a new sewer main near Kenyon Noble as recommended

in the Wastewater Preliminary Engineering Report; POA covenant revisions; a water and sewer easement across Lot 12 for future services to an adjacent parcel.

Livingston Fire and Rescue- no concerns; approve of the new line extensions for many of the hydrants shown on the plans.

Northwestern Energy- comments confirmed their ability to provide electric and natural gas services to the proposed subdivision and requested the applicant initiate contact to plan utility design and locates before finalizing lot development.

Montana State Historic Preservation Office (SHPO)- comments confirmed the absence of previously recorded cultural resource sites within the designated area and, provided there is no disturbance to structures over 50 years of age, there is a low likelihood cultural resources will be impacted by the proposed subdivision and a cultural resource inventory is unwarranted at this time.

MT Fish, Wildlife and Parks- comments confirmed that the area proposed for subdivision is used by some big game and non-game species. This agency recommended several revisions to the developer covenants to mitigate potential adverse impacts to wildlife from future development in the subdivision.

US Postal Service- comments recommending a Cluster Box Unit Mailbox (CBU) for the proposed development that is ADA compliant and bolted to the cement, preferably located on a sidewalk.

Windrider Transit- comments confirmed the proposed subdivision is not currently serviced by this agency and there are no plans to do so in the future without additional funding from the developer.

No Concerns- Livingston Building and Police Departments

No Responses to Developer Inquiry Received-; MT Department of Transportation; Park Electric Cooperative; and Lumen.

Public Comments- Friends of Park County; Jean Sandberg; Thomas McNamee- none of these commenters support the proposed subdivision. Freshwater Partners supports plans to keep the site wetlands intact and functioning, and stated concerns about routing utilities through the wetlands, the scope of the wetland study in the application, and future legal liability once the City maintains ownership of the wetlands.

FINDINGS OF FACT

The Montana Code Annotated (MCA) Section 76-3-608 requires the decision by a governing body to approve, conditionally approve or deny a proposed subdivision to be based on the specific, documentable, and clearly defined impact on the following primary criteria.

(Staff Responses in *italics*)

A. 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.

- 1) Would the subdivision remove agricultural or timberlands with significant existing or potential production capacity?

No. Staff has not identified existing agricultural or timberland resources on this site.

- 2) Would the subdivision remove from production agricultural lands that are critical to the area’s agricultural operations?

No. Staff has not identified any current or previous agricultural production on the subject property.

- 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)?

Staff has not identified or been notified of any intensive agricultural activities in the immediate area.

B. 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.

- 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.)?

No. Staff has not identified any agricultural water user facilities on the subject property and no conflict is anticipated.

C. 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.

- 1) What additional or expanded public services and facilities would be demanded to serve this subdivision?

The following additional or expanded public services and utilities would be necessary to serve the proposed subdivision: water, sanitary sewer, garbage collection, streets and sidewalks, street lights, stormwater facilities, police, fire, and emergency medical services (EMS).

- 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)?

The cost of fire and police services will increase proportionally to population growth in the City; however, the amount attributed to this development is integrated into the City’s current Impact Fee Schedule, which was updated in 2021. New and expanded public infrastructure associated with the proposed subdivision will be constructed and paid for by private parties. Ownership and maintenance of public infrastructure dedicated to the City will be the responsibility of the City. As stated in the Public Works referral dated

July 19, 2023 (attached), the developer covenants must be updated to indicate developer responsibility for sidewalk construction costs.

Until the proposed subdivision lots are developed, it is unknown whether the proposed subdivision will have residential development. Similarly, it is unknown whether future housing would include residents with school age children requiring busing for school.

b) Who would bear these costs?

Taxes on new construction will be paid into the City’s General Fund and Impact Fees will be charged at the time building permit(s) are issued for new development on the subdivided lots. The applicant is required to improve PFL Way from the fire hydrant at the end of the existing pavement past Antelope Drive, and must bear the cost of constructing these improvements. Once construction is complete, the City will assume responsibility for maintenance of water and sewer infrastructure, streets, streetlights, and sidewalks.

As noted in the Public Works referral, the City will absorb additional costs associated with the Starlo Booster Station for pumping water and providing fire flows to new development in the proposed subdivision.

The applicant has proposed to dedicate stormwater facilities and open space associated with the new subdivision; however, the Public Works Director has requested- and staff recommends- that the Property Owners Association (POA) maintain ownership and maintenance responsibilities for stormwater facilities. The Public Works Director and staff also recommend the applicant be required to deed restrict the subdivision open space/ parklands for public use but have the POA assume ownership and maintenance responsibilities.

Garbage Service will be paid by user fees incurred by the individual lot owners when contracting for service.

c) Can the service providers meet the additional costs given legal and other constraints?

Yes. The City’s impact fees are designed to off-set the increase in capital expenditures for public services and will be paid as each subdivided lot is developed. Increased tax revenue generated by new development on the lots will also be directed into the City’s General Fund.

2) Would the subdivision allow existing services, through expanded use, to operate more efficiently or make the installation or improvement of services feasible?

The adjacent FedEx facility recently extended water and sewer mains to the edge of Hwy 10 that could accommodate future service to additional annexed property across the Highway as well as the proposed subdivision lots as they are developed.

As stated in the Public Works referral letter, the sewer main near Kenyon Noble is a high-risk area with clay tile and capacity issues for future flows. A 15-inch main replacement is recommended in the Wastewater Collection Preliminary Engineering Report (PER).

3) What are the present tax revenues received from the unsubdivided land by the County, City and Schools?

The 2022 tax bills for the subject property totaled \$17,614.

- 4) What would be the approximate revenues received by each above taxing authority when the subdivision is improved and built upon?
It is impossible to estimate future tax revenue on developed lots without knowing the types and scale of that development. However, the applicant has estimated that annual tax revenues to the City of Livingston could be as much as \$200,000 at full build out of the subdivision. This estimate was calculated using the State of Montana tax rate of 1.35% and the City of Livingston mill rate of 0.58606 as applied to the acreage and estimated taxable value of potential development for each lot. Furthermore, based on that estimate of the City's potential tax revenue, the additional potential tax revenues for the County and School District could be upwards of \$300,000.

- 5) Would new taxes generated from the subdivision cover additional public costs?
Because the subject property is zoned Highway Commercial, with the potential for both higher density residential development as well as commercial uses, staff anticipates it is likely that the property tax revenue generated by new development will cover additional public costs. Impact fees will apply to new development in the subdivision and the developed lots must also pay into the City's street and light maintenance districts.

- 6) Would any special improvement districts be created which would obligate the City fiscally or administratively?
No. Staff does not anticipate the creation of a special improvement district for the area within the subdivision. However, staff is recommending a waiver of protest requirement for an SID for the subdivided lots. This waiver will apply to a future project to create pedestrian/bicycle connectivity from this subdivision to the City's existing trail system to the east.

D. Effect on the Natural Environment

The natural environment is defined as the physical conditions that exist within a given area.

- 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?
No streams exist within the area proposed for subdivision. Erosion Control installed in accordance with the MT Stormwater Pollution Prevention Plan (SWPPP) will help prevent sediment migration during runoff.

 - b) Would groundwater supplies likely be contaminated or depleted as a result of the subdivision?
Future development on the proposed subdivision lots will be supplied by City water mains and is not anticipated to affect groundwater quantity. A Geotechnical Report was prepared by Terracon in May 2021 on the adjacent FedEx property (see pages 83-153 in the application materials PDF) that confirmed groundwater depth is between 6 and 15 feet below pre-development site grades. Although the report does not include the area proposed for subdivision, it is likely similar conditions may exist as on the adjacent FedEx site. The report recommends that individual contractors should be made aware of the possibility of encountering groundwater during construction.

- c) Would construction of streets or building sites result in excessive cuts and fills on steep slopes or cause erosion on unstable soils?
No. The Stormwater Management Plan was designed to comply with the City’s Public Works and MT DEQ standards. As stated above, erosion control must be installed as required per the MT Stormwater Pollution Prevention Plan (SWPPP).
- d) Would significant vegetation be removed causing soil erosion or bank instability?
No. As noted above, Erosion Control is required per the SWPPP and proper construction techniques, per the City’s Public Works Design Standards, are expected to mitigate potential erosion and soil migration caused by runoff.
- e) Would significant historical or archaeological features be damaged or destroyed by the subdivision?
Based on the attached letter from the Montana State Historic Preservation Office dated June 8, 2023, although there have been a few previously conducted cultural resource inventories in the area, there have been no previously recorded cultural resource sites in the area. Therefore, staff does not anticipate any significant historical or archaeological features will be impacted by the proposed 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?
None of the listed hazards have been identified within the area proposed for subdivision and staff does not anticipate the proposed subdivision will be subject to these hazards. Building permits are required for structures built during future development, ensuring all buildings conform to the International Building Code.

E. 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.

- 1) How would the subdivision affect critical wildlife areas such as big game wintering range, migration routes, nesting areas, wetlands or other important habitat?
The proposed subdivision contains wetland areas, as shown on the preliminary plat, that will be protected during and after construction of the subdivision. A Wetland Delineation Study was conducted in September 2019 by Sundog Ecological, Inc. (Appendix E in the application materials) for the eastern half of the proposed subdivision that delineates the wetland and surface water areas that exist on the eastern half of the subject property. Effects on the quality and quantity of wetland and surface water will be mitigated by designing around these areas to the greatest extent possible and as required by local, State, and Federal regulations and adherence to the SWPPP.

The proposed subdivision has not been previously formally identified as big game wintering range or migration routes. The applicant has solicited comments from Montana Fish Wildlife and Parks, but none have been received at this time; however, the Wetland Delineation Study confirmed that no critical habitats for federally listed Threatened and Endangered Species exist in the area delineated as wetlands on the subject property.

The application states the Mountain View Subdivision will comply with Park County Weed Control District requirements. Following preliminary plat approval, a weed management plan application and 3-year monitoring contract will be submitted to the district and a

noxious weed management plan will be developed with the Park County Weed Control Board to prevent invasive weeds from adversely affecting native vegetation.

- 2) How would pets or human activity affect wildlife?
Although the potential for human/ wildlife interaction may exist if future development includes residential uses, staff anticipates potential conflicts would likely be minimal and limited to the open space areas. The applicant has included a suggestion for pets to be leashed while in these areas.

F. 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.

- 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?
No new access points to Highway 10 are proposed and nearby active rail lines are located more than 300 feet away and across the highway from the proposed subdivision.
- 2) What existing uses may be subject to complaints from residents of the subdivision?
There are no existing uses on the subject property as it is currently vacant.
- 3) What public health or safety hazards, such as dangerous traffic or fire conditions, would be created by the subdivision?
An all-weather access road between Antelope Drive and PFL Way must be constructed as part of Phase 1 improvements to provide maintenance and emergency access until future phases and streets are constructed to complete the internal road network. The Public Works director has requested the applicant provide dead end barricades at the cul de sacs for each phase of development to prevent the public from accessing the all-weather road.

A Traffic Study was prepared by Sanderson Stewart in May 2023 (Application Materials Appendix D) to determine impacts of the proposed subdivision on the surrounding transportation network. Because the exact nature of future development on subdivided lots is unknown, the study looked at various types of uses that may be expected to determine trip generation estimates. The study notes that at full buildout, the subdivision is projected to generate a total of 9,991 gross average weekday trips with 866 trips generated during the AM peak hour and 754 trips generated during the PM peak hour. Based on the analysis in the traffic study, it is anticipated the high volume of trips added to the network by the proposed Mountain View Subdivision are projected to trigger the warrants for turn lanes into the site access intersections from Highway 10; however, the final decision to install any turn lanes shall be made by MDT after evaluation of impacts to other aspects of the intersections or adjacent intersections.

Planning Board Public Hearings

The Planning Board held a public hearing on August 16, 2023. No Board members expressed concerns about potential subdivision impacts on Agriculture or Agricultural Water User Facilities.

A motion was made to conditionally approve the subdivision but the motion did not pass and the public hearing was continued at a special August 30, 2023, meeting of the Planning Board.

During the August 30 meeting two Board members who were not present at the August 19 meeting were in attendance.

Board members expressed concerns during both meetings about how the proposed subdivision would affect the following:

Effect on Local Services- the proposed development would likely increase traffic along Highway 10, traffic coming off Interstate 90 at Exit 330 to the west, and traffic at the intersection of Park Street and Highway 10 to the east. Impact Fees to fund a future water main/ loop to tie into the subdivision would likely be inadequate to fully fund this infrastructure and the City would ultimately be responsible for meeting the funding shortfall. Concerns were also discussed about the additional reliance on emergency services. A condition was recommended for a waiver of protest for a SID for future water and sewer capacity improvements necessitated by future development within the subdivision.

Effect on the Natural Environment- runoff from the proposed development would adversely impact existing wetlands located at the northeast corner of the subdivision and ‘Egeland Creek’ [NOTE: there is no surface water feature named Egeland Creek in the City’s GIS database; staff believes the area discussed as Egeland Creek may be the area designated in the State’s mapping database as PEMC (Seasonally Flooded Wetlands), which extend east from the wetlands in the northeast corner of the site.]

Effect on Wildlife and Wildlife Habitat- the potential for fencing in subdivision to harm wildlife was discussed as well as concerns that improperly stored solid waste could attract bears. Conditions were recommended to mitigate potential conflicts between future subdivision development and wildlife, including leashed dogs in open space, animal-proof trash storage, and “wildlife friendly” fencing.

Effect on Public Health and Safety- traffic concerns above were reiterated, especially during potential emergency evacuation of City residents, such as during a train derailment, or when I-90 between Exit 330 and 333 is closed during high winds. Proximity to wildland-urban interface and I-90 may exacerbate wildfire potential. Traffic congestion and potential accidents caused by high speed limit on Highway 10. Suggestion made to request MDT conduct a speed study along Hwy 10 to mitigate concerns.

Additional discussion points not related to specific Findings of Fact included how sprawl and infill are defined; the proposed subdivision is on land previously annexed by the City which suggests development was anticipated; how the application addressed the Growth Policy; and that there is a need for the types of potential development allowed in the Highway Commercial zoning district as suggested in the application.

A motion was made and seconded to approve the Mountain View Subdivision with the conditions as proposed by staff and the additional following conditions: waiver of protest of a SID for future water and sewer capacity improvements; bear-proof trash storage; wildlife friendly fencing; dedication of land within the subdivision for City gateway signage; and leashing of dogs in public open space. The motion passed by a vote of 5-4.

Recommendation

As stated in MCA Section 76-3-608.1, a governing body may not deny approval of a proposed subdivision based solely on the subdivision’s impacts on educational services or based solely on parcels within the subdivision having been designated as wildland-urban

interface parcels. The governing body shall issue written findings of fact that weigh the criteria A-F discussed above.

Based upon the Findings of Fact as evaluated above, the Planning Board recommends the City Commission **conditionally approve** the Mountain View Subdivision with the following conditions:

1. The subdivider must sign a waiver of protest of SID for all lots in this subdivision. This waiver will apply to a future project to create pedestrian/bicycle connectivity from this subdivision to the City’s existing trail system.
2. The subdivider must sign a waiver of protest for a SID for future water and sewer infrastructure improvements to expand capacity as necessitated by future development in the subdivision.
3. All infrastructure must comply with the City of Livingston Public Works Design Standards and Specifications.
4. Street lights will be required within this development. Type and spacing will be per existing City specifications.
5. All outdoor lighting in this development must be night-sky friendly and must be approved by the City prior to installation.
6. The developer Declaration of Covenants submitted with the Final Plat must include the following requirements:
 - a. All trash must be stored in bear-proof containers or else be stored inside until the day it’s scheduled for pick up.
 - b. All fencing within the subdivision must be designed to be “wildlife friendly” as per recommendations by MT FWP.
 - c. Dogs must be leashed at all times in the areas identified as Open Space on the plat.
 - d. Minimum lot densities for residential and commercial development must not be more restrictive than City zoning regulations.
 - e. The developer is responsible for sidewalk construction costs.
7. The developer will allot an area within the subdivision, outside MDT right-of-way, for future Gateway Signage installation such as a “Welcome to Livingston” sign.
8. Storm water design will meet all applicable DEQ standards. The Property Owners Association (POA) must maintain ownership and maintenance responsibilities for stormwater facilities once constructed.
9. The applicant is required to deed restrict the subdivision open space/ parklands for public use and the POA must assume ownership and maintenance responsibilities.

10. Erosion Control must be installed in accordance with the MT Stormwater Pollution Prevention Plan (SWPPP).
11. Development must comply with Park County Weed Control District requirements.
12. 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.
13. The applicant is required to improve PFL Way from the fire hydrant at the end of the existing pavement past Antelope Drive, and must bear the cost of constructing these improvements.
14. The applicant must install provide dead end barricades at the cul de sacs for each phase of development to prevent the public from accessing the all-weather road.
15. An all-weather access road between Antelope Drive and PFL Way must be constructed as part of Phase 1 improvements to provide maintenance and emergency access until future phases and streets are constructed to complete the internal road network.
16. Building permits are required for structures built during future development, ensuring all buildings conform to the International Building Code.
17. A Montana licensed engineer, or his supervised representative, will be required to be on site during utility construction.
18. If a utility reimbursement plan is requested by the developer, it must be submitted to, and approved by, the City prior to beginning construction.
19. Any improvement agreement(s) for deferred infrastructure construction need to be reviewed and approved by the City prior to the beginning of construction.

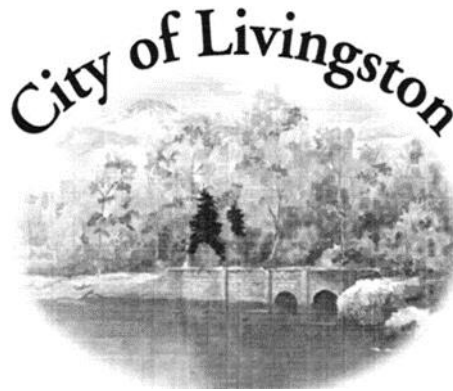
File Attachments for Item:

D. CITY MANAGER UPDATE ON CITY PROJECTS

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
Quentin Schwarz
Torrey Lyons
James Willich

Date: August 6, 2024
To: Chair Kahle and City Commissioners
From: Grant Gager, City Manager

Staff Report for Project Updates

Recommendation and Summary

The City Manager is providing an update on several projects to the City Commission and Community. As such, no motion is requested or required. However, Commission input is appreciated.

The reasons for the recommendation are as follows:

- The City Manager has recently awarded several contracts related to initiatives in the Growth Policy.
- City staff and consultants will soon begin public outreach and engagement on these initiatives.

Introduction and History

The City of Livingston 2021 Growth Policy includes Goals, Objectives and Strategies for the City to pursue in order to ensure that it is prepared for future growth. Two of those strategies are:

- Strategy 4.1.3.4: Develop a climate or energy plan in partnership with Park County.
- Strategy 9.2.1.5: Investigate updating the Livingston Parks and Trails Master Plan.

Analysis

The City Manager has recently awarded contracts for an Energy Action Plan and Parks Master Plan. In addition, the City has engaged a consultant team to lead a geospatial visioning of the City’s Reservoir Park. The City Manager will provide an update on these three projects during the meeting.

Fiscal Impact

There is no fiscal impact associated with this update. All projects were funded in the FY 2023-24 and FY 2024-25 budgets.

Strategic Alignment

Fulfilling the Goals, Objectives and Strategies of the Growth Policy will ensure that the City is meeting the identified expectations of the Community for future growth.

Attachments

- None