



Amended Livingston City Commission Agenda

September 03, 2024

5:30 PM

City – County Complex, Community Room

Join Zoom Meeting

<https://us02web.zoom.us/j/85061273889?pwd=dk5tUVpockp6VXdXM0VlcDdKQUZ6Zz09>

Meeting ID: 850 6127 3889

Passcode: 664321

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 AUGUST 20, 2024, REGULAR MEETING PG. 4**
- B. APPROVAL OF CLAIMS PAID 8/15/24 - 8/28/24 PG. 9**
- C. APPROVAL OF SPECIAL EVENT EXCEPTION TO ALCOHOL POSSESSION AND CONSUMPTION RESTRICTIONS FOR GIVE BACK TO THE YELLOWSTONE RIVER CLEAN UP PG. 20**
- D. APPROVAL OF SPECIAL EVENT EXCEPTION TO ALCOHOL POSSESSION AND CONSUMPTION RESTRICTIONS FOR THE NIGHT OWL RUN PG. 25**
- E. APPROVAL OF PUCHASE ORDER 20112, AGREEMENT 20113 AND AGREEMENT 20114 FOR WATER BASE STATION TECHNOLOGIES. PG. 31**

5. Proclamations

6. Scheduled Public Comment

7. Action Items

- A. RESOLUTION NO. 5144: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, LEVYING 100% OF THE COST FOR STREET MAINTENANCE AND IMPROVMENTS DISTRICT NO. 1 FOR FISCAL YEAR 2024-2025 IN THE AMOUNT OF \$1,390,903, AND ASSESSING ALL PROPERTY WITHIN THE DISTRICT. PG. 76**
- B. RESOLUTION NO. 5145: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTIMATING THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 IN THE AMOUNT OF \$61,993 FOR FISCAL YEAR 2024-2025 AND LEVYING AND**

ASSESSING 61% OF THE ESTIMATED COSTS AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS TAXABLE VALUE BEARS TO THE TAXABLE VALUE OF THE DISTRICT. PG. 81

C. RESOLUTION NO. 5146: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, MODIFYING SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 58% OF THE ESTIMATED COST OF \$38,000 FOR FISCAL YEAR 2024-2025 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS TAXABLE VALUE BEARS TO THE TAXABLE VALUE OF THE DISTRICT. PG. 86

D. PRESENTATION AND CONSIDERATION OF DOWNTOWN MASTER PLAN PG. 91

E. CLOSED SESSION 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 AUGUST 20, 2024, REGULAR MEETING



Livingston City Commission Minutes

August 20, 2024

5:30 PM

City – County Complex, Community Room

1. Call to Order

The Chair called the meeting to order at 5:31pm.

2. Roll Call

Chair Kahle, Vice Chair Nootz, Commissioner Schwarz and Commissioner Willich were present. Commissioner Lyons was absent.

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)

Public Comment was offered by Erica Lighthiser who commented on the recent chip seal project that resulted in a contamination of storm water flows.

Vice Chair Nootz offered a point of order noting that many of the comments made by Ms. Lighthiser were not within the jurisdiction or control of the City Commission but were administrative matters. Chair Nootz also noted that several other items are being worked on by the City and Commission, including a storm water infrastructure plan.

4. Consent Items

A. APPROVAL OF MINUTES FROM AUGUST 06, 2024, REGULAR MEETING

B. APPROVAL OF CLAIMS PAID 8/1/24 - 8/14/24

C. APPROVAL OF SPECIAL EVENT EXCEPTION TO ALCOHOL POSSESSION AND CONSUMPTION RESTRICTIONS FOR NEPTUNE'S BREWERY BLOCK PARTY 2024

D. CONSIDERATION OF AGREEMENT 20111 WITH LIVINGSTON SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER

A motion to approve the consent calendar was made by Commission Schwarz and seconded by Commissioner Willich. The Motion passed unanimously by the four Commissioners present.

5. Proclamations

A. NATIONAL SENIOR CITIZENS DAY 8/21/24

The Chair read the proclamation. The City Manager and Commissioners recognized the importance of senior citizens.

6. Scheduled Public Comment

7. Action Items

A. RESOLUTION NO. 5140: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, FIXING THE TAX LEVY FOR FISCAL YEAR 2024-2025.

The chair introduced the item and turned to the City Manager to provide background information to the Commission. The City Manager discussed the purpose of the item and discussed the level of change in tax levy for the fiscal year relative to the prior year. The City Manager noted that he and the Finance Director are available for questions.

Commissioner Schwarz made a motion to approve the Resolution that was seconded by Vice Chair Nootz.

The Chair opened up public comment and there was none.

After brief comments, the City Manager read the roll call for votes and the motion was approved unanimously by the four Commissioners present.

B. RESOLUTION NO. 5141: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO SPECIFY THE ASSESSMENT OPTION FOR STREET MAINTENANCE AND IMPROVMENTS DISTRICT NO. 1 FOR FISCAL YEAR 2024-2025 IN AN ESTIMATED AMOUNT OF \$1,390,903, LEVY AND ASSESS ALL PROPERTY WITHIN THE DISTRICT.

The chair introduced the item and turned to the City Manager to provide background information to the Commission. The City Manager discussed the purpose of the item and discussed the level and amount of change in street maintenance assessments for the fiscal year relative to the prior year. The City Manager noted that this funds improvements like the upcoming treatment of unpaved streets. The City Manager noted that he and the Finance Director are available for questions.

Vice Chair Nootz made a motion to approve the Resolution that was seconded by Commissioner Willich.

The Chair opened up public comment. Mark Nardin offered comment about the condition of streets and pedestrian infrastructure in his neighborhood.

At the conclusion of the public comments, the Chair provided the City Manager an opportunity to address the public comments. The City Manager discussed storm water projects in the area as well as the provision of sidewalks where there are none.

Commissioner Schwarz discussed the history of the street maintenance district.

Commissioner Willich offered that there is much work to do in street maintenance.

Commissioner Nootz thanked the City Manager for the work to improve and eliminate gravel streets. The Chair agreed with those comments.

The City Manager read the roll call for votes and the motion was approved unanimously by the four Commissioners present.

C. RESOLUTION NO. 5142: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ESTIMATE THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 IN THE AMOUNT OF \$61,993 FOR FISCAL YEAR 2024-2025 AND LEVYING AND ASSESSING 61% OF THE ESTIMATED COSTS AGAINST EVERY PARCEL

OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT.

The chair introduced the item and turned to the City Manager to provide background information to the Commission. The City Manager discussed the purpose of the item and discussed the level and change in assessment amount for the fiscal year relative to the prior year. The City Manager noted that he and the Finance Director are available for questions.

Chair Nootz inquired about the reduction in assessment levels and how that was possible. Finance Director Fetterhoff provided the information regarding the larger tax base and its impact on the assessment level.

Chair Kahle addressed the prior year's change to the assessment methodology.

Commissioner Willich made a motion to approve the Resolution that was seconded by Commissioner Schwarz.

The Chair opened up public comment and there was none.

After brief comments, the City Manager read the roll call for votes and the motion was approved unanimously by the four Commissioners present.

D. RESOLUTION NO. 5143: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO MODIFY SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 58% OF THE ESTIMATED COSTS OF \$38,000 FOR FISCAL YEAR 2024-2025 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT, AND CALLING FOR A PUBLIC HEARING.

The chair introduced the item and turned to the City Manager to provide background information to the Commission. The City Manager discussed the purpose of the item and discussed the level of change in tax levy for the fiscal year relative to the prior year. The City Manager noted that he and the Finance Director are available for questions.

Commissioner Willich made a motion to approve the Resolution that was seconded by Vice Chair Nootz.

The Chair opened up public comment and there was none.

After brief comments, the City Manager read the roll call for votes and the motion was approved unanimously by the four Commissioners present.

8. City Manager Comment

The City Manager thanked the Commission for its work this evening. The City Manager discussed a recent project partnering meeting with MDT.

9. City Commission Comments

Commissioner Schwarz reminded the community that September 7 is the river clean-up and Freshwater Partners is the partner.

Vice Chair Nootz offered thanks to the City staff for the quick clean-up after the last storm. Commissioner Nootz also thanked the Public Works team for the efforts in all unexpected events.

Chair Kahle commented on the noise level at the County Fairgrounds, the river clean-up and storm water clean-up.

10. Adjournment

Motion to adjourn made by Commissioner Schwarz and seconded by Vice Chair Nootz. The motion passed unanimously at 6:07pm.

Calendar of Events

Supplemental Material

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File Attachments for Item:

B. APPROVAL OF CLAIMS PAID 8/15/24 - 8/28/24

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
AHS RESCUE							
10006	AHS RESCUE	32772	CAPTO 11MM GRAY	05/24/2024	8,105.25	8,105.25	08/22/2024
Total AHS RESCUE:					8,105.25	8,105.25	
ALL SERVICE TIRE & ALIGNMENT							
22	ALL SERVICE TIRE & ALIGNME	68675	Mount TIRE	08/14/2024	160.00	160.00	08/20/2024
Total ALL SERVICE TIRE & ALIGNMENT:					160.00	160.00	
ALPINE ELECTRONICS RADIO SHACK							
402	ALPINE ELECTRONICS RADIO	10307357	Office Supplies	08/12/2024	30.49	30.49	08/28/2024
402	ALPINE ELECTRONICS RADIO	10307657	Office Supplies JUDGE	08/19/2024	37.45	37.45	08/28/2024
Total ALPINE ELECTRONICS RADIO SHACK:					67.94	67.94	
AMTRUST NORTH AMERICA							
10002	AMTRUST NORTH AMERICA	8/22/2024	WORKERS COMP	08/22/2024	311.00	311.00	08/28/2024
Total AMTRUST NORTH AMERICA:					311.00	311.00	
BALCO UNIFORM COMPANY, INC.							
3371	BALCO UNIFORM COMPANY, IN	80476-1	Uniform-ALLEN	08/22/2024	80.69	80.69	08/28/2024
Total BALCO UNIFORM COMPANY, INC.:					80.69	80.69	
BOUND TREE MEDICAL, LLC							
2662	BOUND TREE MEDICAL, LLC	85413765	Patient Supplies	07/12/2024	3,422.35	3,422.35	08/28/2024
2662	BOUND TREE MEDICAL, LLC	85425451	Patient Supplies	07/23/2024	1,082.00	1,082.00	08/28/2024
2662	BOUND TREE MEDICAL, LLC	85427150	Patient Supplies	07/24/2024	535.15	535.15	08/28/2024
2662	BOUND TREE MEDICAL, LLC	85430256	Patient Supplies	07/26/2024	259.99	259.99	08/28/2024
2662	BOUND TREE MEDICAL, LLC	85446733	Patient Supplies	08/09/2024	746.37	746.37	08/28/2024
2662	BOUND TREE MEDICAL, LLC	85448458	Patient Supplies	08/12/2024	728.64	728.64	08/28/2024
2662	BOUND TREE MEDICAL, LLC	85450134	Patient Supplies	08/13/2024	362.01	362.01	08/28/2024
2662	BOUND TREE MEDICAL, LLC	85454700	Patient Supplies	08/16/2024	171.48	171.48	08/28/2024
Total BOUND TREE MEDICAL, LLC:					7,307.99	7,307.99	
BRIDGER ANALYTICAL LAB							
3820	BRIDGER ANALYTICAL LAB	2404611	ANALYSIS	04/29/2024	288.00	288.00	08/28/2024
Total BRIDGER ANALYTICAL LAB:					288.00	288.00	
CANON FINANCIAL SERVICES, INC							
1747	CANON FINANCIAL SERVICES, I	34512588	Printer	08/12/2024	29.31	29.31	08/28/2024
1747	CANON FINANCIAL SERVICES, I	34513672	Printer	08/12/2024	29.75	29.75	08/28/2024
Total CANON FINANCIAL SERVICES, INC:					59.06	59.06	
CARI RUBIN							
10005	CARI RUBIN	004639	REIMB	08/01/2024	35.00	35.00	08/28/2024
Total CARI RUBIN:					35.00	35.00	
CARQUEST AUTO PARTS							
23	CARQUEST AUTO PARTS	1912-615789	BATTERY	06/26/2024	147.39	147.39	08/20/2024
23	CARQUEST AUTO PARTS	1912-616488	FLUID	07/05/2024	18.94	18.94	08/20/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
23	CARQUEST AUTO PARTS	1912-616635	WINDOW HANDLE	07/08/2024	12.27	12.27	08/20/2024
23	CARQUEST AUTO PARTS	1912-616663	RX RDYMTCH CONV	07/08/2024	25.84	25.84	08/20/2024
23	CARQUEST AUTO PARTS	1912-616665	BLUE 20 WWF	07/08/2024	42.35	42.35	08/20/2024
23	CARQUEST AUTO PARTS	1912-616802	RX RDYMTCH CONV	07/09/2024	34.50	34.50	08/20/2024
23	CARQUEST AUTO PARTS	1912-616858	TOOLS FILTER	07/10/2024	10.93	10.93	08/20/2024
23	CARQUEST AUTO PARTS	1912-617019	TOGGLE SWITCH	07/11/2024	6.21	6.21	08/20/2024
23	CARQUEST AUTO PARTS	1912-617071	ANT F601	07/12/2024	31.98	31.98	08/20/2024
23	CARQUEST AUTO PARTS	1912-617071	ANT F601	07/12/2024	31.98	31.98	08/20/2024
23	CARQUEST AUTO PARTS	1912-617351	AIR FILTER	07/17/2024	152.77	152.77	08/20/2024
23	CARQUEST AUTO PARTS	1912-617399	CMPN UNION	07/17/2024	7.54	7.54	08/20/2024
23	CARQUEST AUTO PARTS	1912-617535	LUBE FILTERS	07/19/2024	112.86	112.86	08/20/2024
23	CARQUEST AUTO PARTS	1912-617595	ANT GREEN	07/22/2024	96.60	96.60	08/20/2024
23	CARQUEST AUTO PARTS	1912-617596	CONV OIL	07/25/2024	35.34	35.34	08/20/2024
23	CARQUEST AUTO PARTS	1912-617603	FLEX	07/22/2024	16.48	16.48	08/20/2024
23	CARQUEST AUTO PARTS	1912-617707	FUEL FILTER	07/23/2024	6.66	6.66	08/20/2024
23	CARQUEST AUTO PARTS	1912-617718	OIL FILTER	07/23/2024	53.66	53.66	08/20/2024
23	CARQUEST AUTO PARTS	1912-617750	OIL FILTER	07/23/2024	91.24	91.24	08/20/2024
23	CARQUEST AUTO PARTS	1912-617850	ANTIFREEZE	07/24/2024	193.20	193.20	08/20/2024
23	CARQUEST AUTO PARTS	1912-617861	MOBIL 1	07/24/2024	89.88	89.88	08/20/2024
23	CARQUEST AUTO PARTS	1912-617905	FILTERS	07/24/2024	38.13	38.13	08/20/2024
23	CARQUEST AUTO PARTS	1912-617952	BUG AND TAR REMOVER	07/25/2024	8.28	8.28	08/20/2024
23	CARQUEST AUTO PARTS	1912-618212	AW46 5 GALLON	07/30/2024	127.00	127.00	08/20/2024
23	CARQUEST AUTO PARTS	1912-67602	FLEX	07/22/2024	30.47	30.47	08/20/2024
Total CARQUEST AUTO PARTS:					1,422.50	1,422.50	
CENTURYLINK							
162	CENTURYLINK	2024.8.16	406-222-0137- 441b	08/16/2024	94.78	94.78	08/28/2024
Total CENTURYLINK:					94.78	94.78	
COMDATA							
2671	COMDATA	XW660/204097	CG72P	08/01/2024	2,793.14	2,793.14	08/28/2024
2671	COMDATA	XW660/204097	CG73p-EMS	08/01/2024	401.58	401.58	08/28/2024
Total COMDATA:					3,194.72	3,194.72	
CRESCENDO PLANNING & DESIGN LLC							
10005	CRESCENDO PLANNING & DES	23002-LDMP-0	PROFESSIONAL SERVICES	08/12/2024	13,237.80	13,237.80	08/28/2024
Total CRESCENDO PLANNING & DESIGN LLC:					13,237.80	13,237.80	
DIRTY BANDANA WORKING DOGS LLC							
10006	DIRTY BANDANA WORKING DO	1174	TRACKING AND TRAILING SEMI	08/09/2024	300.00	300.00	08/28/2024
Total DIRTY BANDANA WORKING DOGS LLC:					300.00	300.00	
ERICA EVANSON							
10006	ERICA EVANSON	2024.8.15	WITNESS FEE	08/15/2024	10.00	10.00	08/28/2024
Total ERICA EVANSON:					10.00	10.00	
ERIN ELISE HARRIS							
10003	ERIN ELISE HARRIS	TK2024-0271	RESTITUTION	08/16/2024	1,000.00	1,000.00	08/16/2024
Total ERIN ELISE HARRIS:					1,000.00	1,000.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
FARMERS UNION INSURANCE							
10006	FARMERS UNION INSURANCE	2024.7.5	GPNU-PF-0032354-01/000	07/05/2024	3,059.00	3,059.00	08/21/2024
10006	FARMERS UNION INSURANCE	2024.7.5	GPNU-PF-0032354-01/000	07/05/2024	6,555.00	6,555.00	08/21/2024
10006	FARMERS UNION INSURANCE	2024.7.5	GPNU-PF-0032354-01/000	07/05/2024	2,119.00	2,119.00	08/21/2024
Total FARMERS UNION INSURANCE:					11,733.00	11,733.00	
FARSTAD OIL							
3353	FARSTAD OIL	117165	Diesel 769G	06/20/2024	2,473.87	2,473.87	08/28/2024
3353	FARSTAD OIL	117190	Diesel 266G	08/08/2024	794.01	794.01	08/28/2024
Total FARSTAD OIL:					3,267.88	3,267.88	
FRONTLINE AG SOLUTIONS, LLC							
2516	FRONTLINE AG SOLUTIONS, LL	1164316	EYEBOLT	08/13/2024	24.59	24.59	08/28/2024
Total FRONTLINE AG SOLUTIONS, LLC:					24.59	24.59	
FTR LTD							
10004	FTR LTD	PSI02459	SUPPORT	06/25/2024	795.00	795.00	08/28/2024
Total FTR LTD:					795.00	795.00	
GENERAL DISTRIBUTING COMPANY							
1845	GENERAL DISTRIBUTING COM	0001404340	NITROUS	07/31/2024	118.33	118.33	08/28/2024
1845	GENERAL DISTRIBUTING COM	0001406906	Oxygen	08/08/2024	707.30	707.30	08/28/2024
Total GENERAL DISTRIBUTING COMPANY:					825.63	825.63	
HANSER'S AUTOMOTIVE & WRECKER							
1687	HANSER'S AUTOMOTIVE & WR	LIV5684	Towing-TRAILER	08/19/2024	100.00	100.00	08/28/2024
Total HANSER'S AUTOMOTIVE & WRECKER:					100.00	100.00	
HORIZON AUTO PARTS							
1920	HORIZON AUTO PARTS	008188	WATER PUMP	08/15/2024	134.09	134.09	08/20/2024
1920	HORIZON AUTO PARTS	008190	OIL FILTER	08/15/2024	91.39	91.39	08/20/2024
Total HORIZON AUTO PARTS:					225.48	225.48	
INDUSTRIAL COMM & ELEC OF BOZEMAN							
3455	INDUSTRIAL COMM & ELEC OF	34782	FCC LICENSE	08/16/2024	269.00	269.00	08/28/2024
Total INDUSTRIAL COMM & ELEC OF BOZEMAN:					269.00	269.00	
IRRIGATION INNOVATIONS							
10002	IRRIGATION INNOVATIONS	8173	FLOWERBEDS	08/09/2024	3,108.04	3,108.04	08/28/2024
Total IRRIGATION INNOVATIONS:					3,108.04	3,108.04	
JILL ELLINGSON							
10006	JILL ELLINGSON	2024.8.2	INERPRETER	08/02/2024	105.00	105.00	08/28/2024
Total JILL ELLINGSON:					105.00	105.00	
JORDAN BRUMMEL							
10002	JORDAN BRUMMEL	2024.7.31	REIMB-TRAVEL	07/31/2024	91.50	91.50	08/28/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total JORDAN BRUMMEL:					91.50	91.50	
KELLEY CREATE							
10006	KELLEY CREATE	IN1715597	JH13670	08/16/2024	945.00	945.00	08/28/2024
Total KELLEY CREATE:					945.00	945.00	
KEN'S EQUIPMENT REPAIR, INC							
1390	KEN'S EQUIPMENT REPAIR, IN	63094	FITTINGS	07/15/2024	75.40	75.40	08/20/2024
Total KEN'S EQUIPMENT REPAIR, INC:					75.40	75.40	
Laurie Gerhardt							
10006	Laurie Gerhardt	2024.8.5	INTERPRETING SERVICES	08/05/2024	105.00	105.00	08/28/2024
Total Laurie Gerhardt:					105.00	105.00	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	2169387	Water	08/07/2024	53.50	53.50	08/20/2024
2830	LEHRKIND'S COCA-COLA	2175638	Water	08/20/2024	30.00	30.00	08/28/2024
2830	LEHRKIND'S COCA-COLA	2175651	Water	08/20/2024	24.00	24.00	08/28/2024
Total LEHRKIND'S COCA-COLA:					107.50	107.50	
MISC							
99999	MISC	2024.8.12	Overpayment on Account	08/12/2024	4,999.82	4,999.82	08/20/2024
99999	MISC	2024.8.15	WITNESS FEE	08/15/2024	10.00	10.00	08/28/2024
99999	MISC	2024.8.16	ARFF CLASS REIMB	08/16/2024	473.64	473.64	08/28/2024
99999	MISC	69200516	Refund DEPOSIT	05/14/2024	85.00	85.00	08/28/2024
99999	MISC	CR2023-0008	Bond Refund	08/23/2024	590.00	590.00	08/23/2024
Total MISC:					6,158.46	6,158.46	
MMCT & FOA							
788	MMCT & FOA	2024.7.1.2	MEMBERSHIP-HUTCHINSON	07/01/2024	50.00	50.00	08/28/2024
Total MMCT & FOA:					50.00	50.00	
MOLLY ENGLE							
10004	MOLLY ENGLE	2024.8.16	ARFF CLASS REIMB	08/16/2024	144.00	144.00	08/28/2024
Total MOLLY ENGLE:					144.00	144.00	
MONTANA CITY/COUNTY MANAGERS ASSOC							
10006	MONTANA CITY/COUNTY MANA	2024.8.26	MEMBERSHIP DUES	08/26/2024	50.00	50.00	08/28/2024
Total MONTANA CITY/COUNTY MANAGERS ASSOC:					50.00	50.00	
MONTANA LANGUAGE SERVICES							
10005	MONTANA LANGUAGE SERVIC	2024.8.22	INTERPRETING	08/22/2024	190.00	190.00	08/28/2024
Total MONTANA LANGUAGE SERVICES:					190.00	190.00	
MOUNTAIN MOBILE AUTO GLASS							
2106	MOUNTAIN MOBILE AUTO GLAS	21912	2017 FORD EXPLORER	08/20/2024	495.00	495.00	08/28/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MOUNTAIN MOBILE AUTO GLASS:					495.00	495.00	
MSU EXTENSION SERVICE							
3275	MSU EXTENSION SERVICE	34	ECONOMIC & COMMUNITY DEV	08/13/2024	1,398.87	1,398.87	08/28/2024
Total MSU EXTENSION SERVICE:					1,398.87	1,398.87	
MSU PARK COUNTY EXTENSION							
3368	MSU PARK COUNTY EXTENSIO	414	FETTERHOFF-LEADERSHIP 49	08/20/2024	350.00	350.00	08/28/2024
Total MSU PARK COUNTY EXTENSION:					350.00	350.00	
MURDOCH'S RANCH & HOME SUPPLY							
3688	MURDOCH'S RANCH & HOME S	INV-8340213	STIHL HANDLE	07/08/2024	116.24	116.24	08/20/2024
3688	MURDOCH'S RANCH & HOME S	INV-8340213	STIHL HANDLE	07/08/2024	116.24	116.24	08/20/2024
3688	MURDOCH'S RANCH & HOME S	INV-8343264	HIGH PRESSURE HOSE	07/08/2024	176.04	176.04	08/20/2024
3688	MURDOCH'S RANCH & HOME S	INV-8362157	STRAIGHT CLEVIS	07/09/2024	67.16	67.16	08/20/2024
3688	MURDOCH'S RANCH & HOME S	INV-8390107	GAS CAN	07/10/2024	69.99	69.99	08/20/2024
3688	MURDOCH'S RANCH & HOME S	INV-8399274	BELT DRIVE	07/11/2024	959.98	959.98	08/20/2024
3688	MURDOCH'S RANCH & HOME S	INV-8408659	PIPE	07/11/2024	43.98	43.98	08/20/2024
3688	MURDOCH'S RANCH & HOME S	INV-8439813	PORTABLE AC	07/12/2024	599.99	599.99	08/20/2024
3688	MURDOCH'S RANCH & HOME S	INV-8639034	GAS CAN	07/22/2024	39.98	39.98	08/20/2024
Total MURDOCH'S RANCH & HOME SUPPLY:					2,189.60	2,189.60	
NORTHWESTERN ENERGY							
151	NORTHWESTERN ENERGY	0708370-2 202	8th & Park Sprinklers	08/20/2024	6.44	6.44	08/28/2024
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	08/14/2024	164.00	164.00	08/22/2024
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	08/14/2024	164.00	164.00	08/22/2024
151	NORTHWESTERN ENERGY	0709794-2 202	WRF 316 Bennett	08/23/2024	330.98	330.98	08/22/2024
151	NORTHWESTERN ENERGY	0709796-7 202	97 View Vista Drive	08/14/2024	6.00	6.00	08/22/2024
151	NORTHWESTERN ENERGY	0709869-2 202	Carol Lane	08/14/2024	122.87	122.87	08/22/2024
151	NORTHWESTERN ENERGY	0709870-0 202	G Street Park - 422 S G	08/14/2024	78.80	78.80	08/22/2024
151	NORTHWESTERN ENERGY	0709871-8 202	Star Addition - Lights	08/14/2024	283.81	283.81	08/22/2024
151	NORTHWESTERN ENERGY	0709873-4 202	800 W CAMBRIDGE ST	08/14/2024	24.17	24.17	08/22/2024
151	NORTHWESTERN ENERGY	0709874-2 202	Werner Addition Pump	08/08/2024	902.91	902.91	08/22/2024
151	NORTHWESTERN ENERGY	0709875-9 202	900 River Drive Pump	08/26/2024	5,566.20	5,566.20	08/22/2024
151	NORTHWESTERN ENERGY	0709876-7 202	132 South B Street - B St Well	08/09/2024	2,480.44	2,480.44	08/22/2024
151	NORTHWESTERN ENERGY	07098775 2024	200 E RESERVOIR ST	08/20/2024	1,787.54	1,787.54	08/28/2024
151	NORTHWESTERN ENERGY	0709878-3 202	227 River Drive - Concessions sta	08/09/2024	89.12	89.12	08/22/2024
151	NORTHWESTERN ENERGY	0709879-1 202	227 River Drive - Softball Field	08/09/2024	398.89	398.89	08/22/2024
151	NORTHWESTERN ENERGY	0709880-9 202	200 River Drive - Pool	08/20/2024	2,934.69	2,934.69	08/28/2024
151	NORTHWESTERN ENERGY	0709881-7 202	229 River Drive - Civic Center	08/20/2024	477.88	477.88	08/28/2024
151	NORTHWESTERN ENERGY	0709882-5 202	229 River Drive - Pump Civic Cent	08/20/2024	.00	.00	
151	NORTHWESTERN ENERGY	0709891-6 202	15 Fleshman Creek-Cemetery Wo	08/14/2024	.00	.00	
151	NORTHWESTERN ENERGY	0709892-4 202	40 Water Tower Avenue	08/14/2024	14.66	14.66	08/22/2024
151	NORTHWESTERN ENERGY	0709894-0 202	56 Water Tower	08/07/2024	390.38	390.38	08/22/2024
151	NORTHWESTERN ENERGY	0709914-6 202	1011 River Dr - Edge Water Sewe	08/08/2024	17.81	17.81	08/22/2024
151	NORTHWESTERN ENERGY	0719058-0 202	3 Rogers Lane Lift Station	08/08/2024	134.91	134.91	08/22/2024
151	NORTHWESTERN ENERGY	0719271-9 202	601 Robin Lane - Well	08/20/2024	3,501.61	3,501.61	08/28/2024
151	NORTHWESTERN ENERGY	0719272-7 202	4 Billman Lane - Well	08/20/2024	3,441.55	3,441.55	08/28/2024
151	NORTHWESTERN ENERGY	0719358-4 202	Street Lights - Livingston	08/20/2024	2,576.95	2,576.95	08/28/2024
151	NORTHWESTERN ENERGY	0719373-3 202	229 River Drive	08/20/2024	16.35	16.35	08/28/2024
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	08/07/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	08/07/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	08/07/2024	.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	0720113-0 202	229 River Drive - CC Building	08/20/2024	115.13	115.13	08/28/2024
151	NORTHWESTERN ENERGY	0720122-1 202	400 North M	08/20/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720176-7 202	Weimer Park	08/14/2024	61.81	61.81	08/22/2024
151	NORTHWESTERN ENERGY	0802599-1 202	608 W Chinook	08/20/2024	34.96	34.96	08/28/2024
151	NORTHWESTERN ENERGY	0933715-5 202	710 W Callender	08/20/2024	21.23	21.23	08/28/2024
151	NORTHWESTERN ENERGY	1134866-1 202	N 2nd & Montana & Chinook	08/14/2024	35.52	35.52	08/22/2024
151	NORTHWESTERN ENERGY	1134879-4 202	N 7th & Montana & Chinook	08/14/2024	17.24	17.24	08/22/2024
151	NORTHWESTERN ENERGY	1155965-5 202	229 River Drive	08/14/2024	14.71	14.71	08/22/2024
151	NORTHWESTERN ENERGY	1290352-2 202	School Flasher Park & 13th	08/14/2024	10.39	10.39	08/22/2024
151	NORTHWESTERN ENERGY	1441030-2 202	D & Geyser Well House	08/09/2024	2,687.82	2,687.82	08/22/2024
151	NORTHWESTERN ENERGY	1452951-5 202	Starlow on Monroe	08/08/2024	191.98	191.98	08/22/2024
151	NORTHWESTERN ENERGY	1493850-0 202	412 W Callender	08/14/2024	31.76	31.76	08/22/2024
151	NORTHWESTERN ENERGY	1498936-2 202	I90 & 89S-ing	08/14/2024	6.44	6.44	08/22/2024
151	NORTHWESTERN ENERGY	1594141-2 202	9th & 10th Lift Station	08/08/2024	38.30	38.30	08/22/2024
151	NORTHWESTERN ENERGY	1613803-4 202	M & N on Callender	08/14/2024	32.40	32.40	08/22/2024
151	NORTHWESTERN ENERGY	1728687-3 202	Transfer Station 408 Bennett Stre	08/07/2024	333.76	333.76	08/22/2024
151	NORTHWESTERN ENERGY	1747570-8 202	D & E on Callender	08/14/2024	19.06	19.06	08/22/2024
151	NORTHWESTERN ENERGY	1747572-4 202	F & G on Callender	08/14/2024	.00	.00	
151	NORTHWESTERN ENERGY	1893530-4 202	600 W Park	08/14/2024	32.86	32.86	08/22/2024
151	NORTHWESTERN ENERGY	1893536-1 202	E Street & Alley	08/14/2024	.00	.00	
151	NORTHWESTERN ENERGY	1893541-1 202	18 W Park	08/14/2024	55.61	55.61	08/22/2024
151	NORTHWESTERN ENERGY	1906055-7 202	815 North 13th - Soccer Fields (Irr	08/14/2024	.00	.00	
151	NORTHWESTERN ENERGY	2023479-5 202	900 W Geyser Street School Light	08/14/2024	6.58	6.58	08/22/2024
151	NORTHWESTERN ENERGY	2023484-5 202	1100 W Geyser Street School Lig	08/14/2024	6.44	6.44	08/22/2024
151	NORTHWESTERN ENERGY	2114861-4 202	132 South B Street Lights	08/14/2024	92.68	92.68	08/22/2024
151	NORTHWESTERN ENERGY	2138754-3 202	G Street Park - Mike Webb Park	08/14/2024	541.43	541.43	08/22/2024
151	NORTHWESTERN ENERGY	2171060-3 202	Scale House 408 Bennett Street	08/14/2024	43.51	43.51	08/22/2024
151	NORTHWESTERN ENERGY	3015965-1 202	330 Bennett - Fire Training Center	08/14/2024	37.07	37.07	08/22/2024
151	NORTHWESTERN ENERGY	3093003-6 202	114 West Summit	08/14/2024	16.90	16.90	08/22/2024
151	NORTHWESTERN ENERGY	3093023-4 202	320 North Main	08/14/2024	.00	.00	
151	NORTHWESTERN ENERGY	3093027-5 202	105 West Park	08/14/2024	17.65	17.65	08/22/2024
151	NORTHWESTERN ENERGY	3141997-1 202	C & D on Lewis	08/14/2024	.00	.00	
151	NORTHWESTERN ENERGY	3184602-5 202	202 South 2nd	08/14/2024	13.39	13.39	08/22/2024
151	NORTHWESTERN ENERGY	3210240-2 202	616 River Drive	08/14/2024	10.57	10.57	08/22/2024
151	NORTHWESTERN ENERGY	3258086-2 202	2800 East Park Lift Station	08/14/2024	74.81	74.81	08/22/2024
151	NORTHWESTERN ENERGY	3258262-9 202	320 Alpenglow Lift Station	08/07/2024	154.66	154.66	08/22/2024
151	NORTHWESTERN ENERGY	3267010-1 202	330 Bennett - Compactor	08/07/2024	183.48	183.48	08/22/2024
151	NORTHWESTERN ENERGY	3287727-6 202	320 Alpenglow LN-	08/14/2024	11.82	11.82	08/22/2024
151	NORTHWESTERN ENERGY	3386783-9 202	Btwn G and H on Clark	08/14/2024	.00	.00	
151	NORTHWESTERN ENERGY	3386845-6 202	Btwn I and K on Callender	08/14/2024	19.95	19.95	08/22/2024
151	NORTHWESTERN ENERGY	3386846-4 202	Btwn 7th and 8th on Summit	08/14/2024	7.00	7.00	08/22/2024
151	NORTHWESTERN ENERGY	3506014-4 202	Brookstone/Elm	08/14/2024	.00	.00	
151	NORTHWESTERN ENERGY	3566038-0 202	114 East Callender	08/14/2024	17.07	17.07	08/22/2024
151	NORTHWESTERN ENERGY	3566039-8 202	115 East Lewis	08/14/2024	13.97	13.97	08/22/2024
151	NORTHWESTERN ENERGY	3585235-9 202	New WRF 316 Bennett	08/07/2024	15,372.20	15,372.20	08/22/2024
151	NORTHWESTERN ENERGY	3643752-3 202	115 East Clark	08/14/2024	.00	.00	
151	NORTHWESTERN ENERGY	3643753-1 202	112 East Clark	08/14/2024	29.19	29.19	08/22/2024
151	NORTHWESTERN ENERGY	3678204-3 202	502 River Dr. Pmp	08/09/2024	606.95	606.95	08/22/2024
151	NORTHWESTERN ENERGY	3725873-8 202	340 Bennett	08/14/2024	33.54	33.54	08/22/2024
151	NORTHWESTERN ENERGY	3753023-5 202	410 Bennett Transfer St Shop	08/07/2024	309.05	309.05	08/22/2024
151	NORTHWESTERN ENERGY	3787060-7 202	Green Acres Lights	08/14/2024	72.93	72.93	08/22/2024
151	NORTHWESTERN ENERGY	3787427-8 202	Green Acres	08/14/2024	220.88	220.88	08/22/2024
151	NORTHWESTERN ENERGY	3828216-6 202	203 W Callender	08/14/2024	.00	.00	
151	NORTHWESTERN ENERGY	3837245.4 202	220 E PARK	08/12/2024	199.84	199.84	08/22/2024
151	NORTHWESTERN ENERGY	3867654-0 202	2222 Willow Dr. Lt A	08/14/2024	27.42	27.42	08/22/2024
151	NORTHWESTERN ENERGY	3913678-3 202	Green Acres Park -	08/07/2024	299.64	299.64	08/22/2024
151	NORTHWESTERN ENERGY	3950711-6 202	Scenic Drive & Sweetgrass Lane	08/14/2024	37.30	37.30	08/22/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	4094896-0 202	207 Antelope Drive Lift Station (Fe	08/08/2024	23.42	23.42	08/22/2024
151	NORTHWESTERN ENERGY	4134094-4 202	200 E Reservoir	08/14/2024	.00	.00	
151	NORTHWESTERN ENERGY	90301941	RISER PIPE 611 N B	08/05/2024	362.42	362.42	08/28/2024
Total NORTHWESTERN ENERGY:					48,517.70	48,517.70	
PARK COUNTY							
272	PARK COUNTY	2024_07	CITY/COUNTY COMPLEX JANIT	07/31/2024	402.50	402.50	08/28/2024
272	PARK COUNTY	2024_07	NET MOTION - LPD	07/31/2024	1,823.81	1,823.81	08/28/2024
272	PARK COUNTY	2024_07	NET MOTION - CITY ATTORNEY	07/31/2024	191.98	191.98	08/28/2024
272	PARK COUNTY	2024_07	INTERNET - CITY/COUNTY COM	07/31/2024	345.36	345.36	08/28/2024
272	PARK COUNTY	2024_07	INTERNET - CITY HALL	07/31/2024	2,677.63	2,677.63	08/28/2024
272	PARK COUNTY	2024_07	INTERNET - CITY HALL	07/31/2024	835.21	835.21	08/28/2024
272	PARK COUNTY	2024_07	INTERNET - PUBLIC WORKS	07/31/2024	194.06	194.06	08/28/2024
272	PARK COUNTY	2024_07	INTERNET - PUBLIC WORKS	07/31/2024	194.05	194.05	08/28/2024
272	PARK COUNTY	2024_07	INTERNET - PUBLIC WORKS	07/31/2024	194.05	194.05	08/28/2024
272	PARK COUNTY	2024_07	INTERNET - PUBLIC WORKS	07/31/2024	194.05	194.05	08/28/2024
272	PARK COUNTY	2024_07	INTERNET - CIVIC CENTER	07/31/2024	776.21	776.21	08/28/2024
272	PARK COUNTY	2024_07	INTERNET - TRANSFER STATIO	07/31/2024	228.41	228.41	08/28/2024
272	PARK COUNTY	2024_07	INTERNET - POOL	07/31/2024	228.41	228.41	08/28/2024
272	PARK COUNTY	2024_07	INTERNET - STREET SHOP	07/31/2024	76.14	76.14	08/28/2024
272	PARK COUNTY	2024_07	INTERNET - STREET SHOP	07/31/2024	76.14	76.14	08/28/2024
272	PARK COUNTY	2024_07	INTERNET - STREET SHOP	07/31/2024	76.13	76.13	08/28/2024
272	PARK COUNTY	2024_07	IT SECURITY TRAINING	07/31/2024	1,820.70	1,820.70	08/28/2024
272	PARK COUNTY	2024_07	DELL HOST WARRANTY	07/31/2024	450.61	450.61	08/28/2024
272	PARK COUNTY	2024_07	JULY-CELL PHONE	07/31/2024	573.43	573.43	08/28/2024
272	PARK COUNTY	2024_07	ASSET MANAGEMENT SOFTWA	07/31/2024	9,626.00	9,626.00	08/28/2024
Total PARK COUNTY:					20,984.88	20,984.88	
PARK COUNTY PARTY INFLATABLES							
10006	PARK COUNTY PARTY INFLATA	0806	INFLATABLE	07/30/2024	325.00	325.00	08/28/2024
Total PARK COUNTY PARTY INFLATABLES:					325.00	325.00	
ROEHL, BLAKE							
10001	ROEHL, BLAKE	2024.8.16.3	ARFF CLASS REIMB	08/16/2024	144.00	144.00	08/28/2024
10001	ROEHL, BLAKE	2024.8.6	REIMB-SUPPLIES	08/06/2024	18.98	18.98	08/28/2024
Total ROEHL, BLAKE:					162.98	162.98	
SCHROETLIN, PHILIP							
3730	SCHROETLIN, PHILIP	2024.8.16.4	ARFF CLASS REIM	08/16/2024	144.00	144.00	08/28/2024
Total SCHROETLIN, PHILIP:					144.00	144.00	
SHERWIN WILLIAMS							
443	SHERWIN WILLIAMS	43195	Paint	07/17/2024	1,836.50	1,836.50	08/20/2024
443	SHERWIN WILLIAMS	77408	CREDIT	07/17/2024	961.97-	961.97-	08/20/2024
Total SHERWIN WILLIAMS:					874.53	874.53	
SIRCHIE							
738	SIRCHIE	0658449-IN	BARRIER TAPE	08/12/2024	164.76	164.76	08/28/2024
Total SIRCHIE:					164.76	164.76	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SWS EQUIPMENT							
10000	SWS EQUIPMENT	1509138	2023 FREIGHLINER	08/20/2024	349,000.00	349,000.00	08/28/2024
Total SWS EQUIPMENT:					349,000.00	349,000.00	
TAYLOR CAHILL							
10004	TAYLOR CAHILL	2024.8.16.1	ARFF CLASS REIMB	08/16/2024	144.00	144.00	08/28/2024
Total TAYLOR CAHILL:					144.00	144.00	
TD&H ENGINEERING, INC							
3390	TD&H ENGINEERING, INC	39110	I&I PROJECT	08/08/2024	10,383.50	10,383.50	08/28/2024
3390	TD&H ENGINEERING, INC	39111	ON CALL SERVICES	08/08/2024	240.66	240.66	08/28/2024
3390	TD&H ENGINEERING, INC	39111	ON CALL SERVICES	08/08/2024	640.67	640.67	08/28/2024
3390	TD&H ENGINEERING, INC	39111	ON CALL SERVICES	08/08/2024	440.67	440.67	08/28/2024
3390	TD&H ENGINEERING, INC	39111	WELLNESS CENTER	08/08/2024	80.00	80.00	08/28/2024
3390	TD&H ENGINEERING, INC	39112	RRFB MDT PROJECT	08/08/2024	80.00	80.00	08/28/2024
3390	TD&H ENGINEERING, INC	39113	ON CALL SERVICES-NORTHTO	08/08/2024	106.67	106.67	08/28/2024
3390	TD&H ENGINEERING, INC	39113	ON CALL SERVICES-NORTHTOW	08/08/2024	106.67	106.67	08/28/2024
3390	TD&H ENGINEERING, INC	39113	ON CALL SERVICES-NORTHTO	08/08/2024	106.66	106.66	08/28/2024
3390	TD&H ENGINEERING, INC	39114	ON CALL SERVICES WEST END	08/08/2024	160.00	160.00	08/28/2024
3390	TD&H ENGINEERING, INC	39115	ON CALL SERVICES-LOVES	08/08/2024	80.00	80.00	08/28/2024
3390	TD&H ENGINEERING, INC	39115	ON CALL SERVICES-LOVES	08/08/2024	80.00	80.00	08/28/2024
3390	TD&H ENGINEERING, INC	39116	REGIONAL WATER PER	08/08/2024	10,311.50	10,311.50	08/28/2024
Total TD&H ENGINEERING, INC:					22,817.00	22,817.00	
TEAR IT UP L.L.C.							
2999	TEAR IT UP L.L.C.	62412	ShreADING	08/07/2024	64.00	64.00	08/28/2024
Total TEAR IT UP L.L.C.:					64.00	64.00	
TK ELEVATOR CORPORATION							
10003	TK ELEVATOR CORPORATION	3008033052	maintenance	08/01/2024	1,112.65	1,112.65	08/20/2024
Total TK ELEVATOR CORPORATION:					1,112.65	1,112.65	
TOWN & COUNTRY FOODS - LIVINGSTON							
2595	TOWN & COUNTRY FOODS - LI	144	StalION SUPPLIES	08/18/2024	19.42	19.42	08/28/2024
Total TOWN & COUNTRY FOODS - LIVINGSTON:					19.42	19.42	
VERIZON WIRELESS							
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	148.00	148.00	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	57.83	57.83	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	23.81	23.81	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	23.81	23.81	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	23.81	23.81	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	75.74	75.74	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	75.74	75.74	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	23.81	23.81	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	23.81	23.81	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	23.81	23.81	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	23.81	23.81	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	52.95	52.95	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	23.81	23.81	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	52.95	52.95	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	23.81	23.81	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	35.23	35.23	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	35.23	35.23	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	11.91	11.91	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	11.91	11.91	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	23.81	23.81	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	23.81	23.81	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	.00	.00	
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	57.83	57.83	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	57.83	57.83	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	17.23	17.23	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	14.69	14.69	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	57.83	57.83	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	23.81	23.81	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	23.81	23.81	08/22/2024
879	VERIZON WIRELESS	9971000059	Aug cellphones	08/08/2024	75.69	75.69	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	20.25	20.25	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	64.39	64.39	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	20.25	20.25	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	45.06	45.06	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	64.39	64.39	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	64.39	64.39	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	23.94	23.94	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	20.25	20.25	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	20.25	20.25	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	20.25	20.25	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	20.25	20.25	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	20.25	20.25	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	20.25	20.25	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	20.25	20.25	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	20.25	20.25	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	12.50	12.50	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	64.45	64.45	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	45.06	45.06	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	20.25	20.25	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	20.25	20.25	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	20.25	20.25	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	20.25	20.25	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	12.50	12.50	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	12.50	12.50	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	12.50	12.50	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	20.25	20.25	08/22/2024
879	VERIZON WIRELESS	9971000060	August cellphones	08/08/2024	20.19	20.19	08/22/2024
Total VERIZON WIRELESS:					1,854.22	1,854.22	
WESTERN EMULSIONS, INC.							
2963	WESTERN EMULSIONS, INC.	10-583034	HFMS-2	08/11/2024	25,061.70	25,061.70	08/28/2024
Total WESTERN EMULSIONS, INC.:					25,061.70	25,061.70	
WISPWEST.NET							
2087	WISPWEST.NET	367849	Internet-CIVIC CENTER	08/22/2024	63.51	63.51	08/28/2024
2087	WISPWEST.NET	367849	Internet SOCCER	08/22/2024	85.19	85.19	08/28/2024
Total WISPWEST.NET:					148.70	148.70	
Grand Totals:					539,874.22	539,874.22	

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

Mayor: _____

City Council: _____

City Recorder: _____

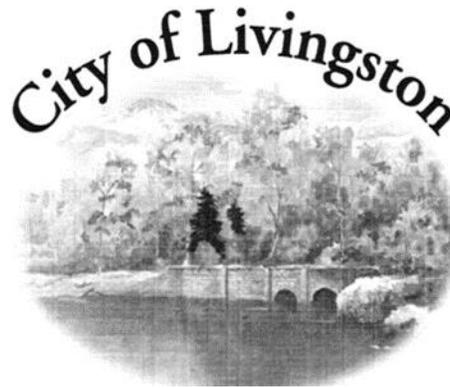
File Attachments for Item:

C. APPROVAL OF SPECIAL EVENT EXCEPTION TO ALCOHOL POSSESSION AND CONSUMPTION RESTRICTIONS FOR GIVE BACK TO THE YELLOWSTONE RIVER CLEAN UP

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: September 03, 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 Give Back to The Yellowstone River Cleanup on September 7, 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 Give Back to The Yellowstone River Cleanup.”

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 that is hosted at the bandshell in Myers Park. The event has been successfully hosted in past years.

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: Give Back to The Yellowstone River Cleanup 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: Alecia Jongeward

Organization: Montana Freshwater Partners

Email Address: ajongeward@freshwaterpartners.org Tax ID Number: 45-2804436

Address: 215 E Lewis City, State, Zip: Livingston, MT 59047

Mobile Phone: 406-490-2336 Work Phone: 406-298-7642

Group insuring event: Joe Brooks Trout Unlimited

Insurance Company: _____ Policy Number: _____

Insurance Agent: _____ Insurance Phone: _____

Insurance Address: _____

Event Information

Name of Event: Give Back to the Yellowstone River Clean Up Date of Event: 09/07/2024

Event Type: Clean Up Event/Non-profit Approx # of Attendees: 100

Proposed Route(s) and/or Map(s) Attached: _____ Time(s) of event: 9:00am - 7pm

Set up	Event	Event	Cleanup
8:00 am	9:00am	7:00pm	8:00 pm
Begins:	Begins:	ends:	Complete:

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

From our promotional poster: Come join the community in cleaning up our beloved Yellowstone after a great summer season! Check in will be held in two locations: In Livingston at the band shell at Sacajawea Park starting at 9AM; in Gardiner, check in at Paradise Adventure Company at 212 W Park. Float sections will be assigned as well as walk in areas for those without boats. Shuttles will be provided courtesy of B&G and Digger Driver. All trash should be brought back to Livingston at Sacajawea Park and disposed of courtesy of Park County. Stay after and help us celebrate with beer from Neptune's and food provided by the Joe Brooks Chapter of Trout Unlimited!

Handwritten note:
Need app fee
\$50.00
will pay \$130 total

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: Yes If yes, please notate your disposal plan (We recommend 1 – 96 Gallon can per 200 people):

We will only need x1 96 gallon can

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: Yes If yes, how do you plan to accommodate? (We recommend one toilet per 250 people)

We will only need the permanent drop-toilets that are available.

Need electricity: Yes If yes, what for and what source do you plan to use?

We would like to use the electricity that is available in the bandshell.

Utilize parking: Yes If yes, how do you plan to accommodate?

The available parking will be sufficient.

Utilize City park/facility/space: Yes If yes, please name the space and provide record of reservation. Contact the Recreation Department at 406-223-2233 to reserve.

The Miles Park Bandshell

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: Yes 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:

Please see "Special Permit Application to Sell Beer and Table Wine"

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)

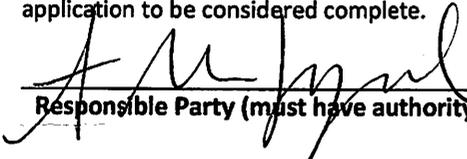
Please describe plan for water/sanitation facilities and parking:



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, Alecia Jongeward 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 application to be considered complete.

 _____
Responsible Party (must have authority to sign) Date 6/20/24

City of Livingston Parks & Recreation Date

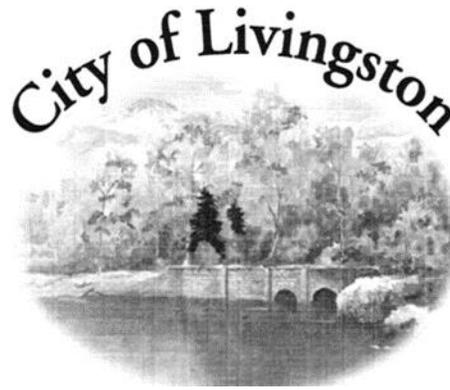
File Attachments for Item:

D. APPROVAL OF SPECIAL EVENT EXCEPTION TO ALCOHOL POSSESSION AND CONSUMPTION RESTRICTIONS FOR THE NIGHT OWL RUN

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: September 03, 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 Night Owl Run on September 6, 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 Night Owl Run.”

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 that begins and ends in Myers Park. The event has been successfully hosted in past years.

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: Night Owl Run Application
- Attachment B: Night Owl Run Map

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: Maggie Tarr

Organization: Night Owl Run

Email Address: mtarr@livingstonmontana.org

Tax ID Number:

Address: PO Box 791

City, State, Zip: Livingston, MT 59047

Mobile Phone: 4062228155

Work Phone: 4062232233

Group insuring event: MMIA/COL

Insurance Company:

Policy Number:

Insurance Agent:

Insurance Phone:

Insurance Address:

Event Information

Name of Event: 16th Annual Night Owl Run

Date of Event: Friday Sept 6, 2024

Event Type: Footrace and after party

Approx # of Attendees: 400

Proposed Route(s) and/or Map(s) Attached:

Time(s) of event: 6:30 PM - 8:30 PM

Set up
Begins: 1:00 PM

Event
Begins: 6:30 PM

Event
ends: 8:30 PM

Cleanup
Complete: 10:00 PM

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

The 16th annual Night Owl Run is a fun run (or walk), on a 4.06-mile course in Livingston, Montana.

Race begins at 6:30 pm behind Livingston HealthCare, 320 Alpenglow Lane, Race Ends at Miles Park Band Shell, with a farmer's market road closure.

Post Race BBQ at Band Shell with food prepared by Livingston Food Resource Center, each registration receives a complimentary beer from Neptune's Brewery. Live music performed by Benson's Landing String Band from 6:45 - 9:00 PM.

Please identify any safety / security issues:

Runners on road during a Friday evening. Volunteer groups are stationed at all turns in route and intersections where there are through streets: H / Lewis; 2nd / Clark; 2nd / Geysler. Route is cleared by a Rec Staff member who follows directly behind the last walker and notifies volunteer groups their shift is over. Water station available at Mile #2, Myers Riverview Trail Parking Lot. Toilets available at mile #2 as well as Miles Park Band Shell. LFR / Rural Fire at thru intersections

Do you plan for your event to:

Have food: Yes If yes, have you contacted the Park County Sanitarian at 406-222-4145 and followed all requirements? Livingston Food Resource Prepared, Volunteer Served

Accumulate waste: Yes If yes, please notate your disposal plan (We recommend 1 – 96 Gallon can per 200 people): Blue cans are sufficient at Miles Park Band Shell.

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: Yes If yes, how do you plan to accommodate? (We recommend one toilet per 250 people) Myers Riverview Trail / Miles Park Band Shell

Need electricity: Yes If yes, what for and what source do you plan to use? Miles Park Band Shell

Utilize parking: Yes If yes, how do you plan to accommodate? Civic Center / Band Shell

Utilize City park/facility/space: Yes If yes, please name the space and provide record of reservation. Contact the Recreation Department at 406-223-2233 to reserve.

Miles Park Band Shell / City Streets / Myers Riverview Trail

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:**

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: Yes 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: Yes 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:

Neptune's Brewery with TIPS certified staff

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: Yes If yes, please describe:

No dogs or bikes on route for safety of runners

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, Maggie Tarr 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 application to be considered complete.



8/19/24

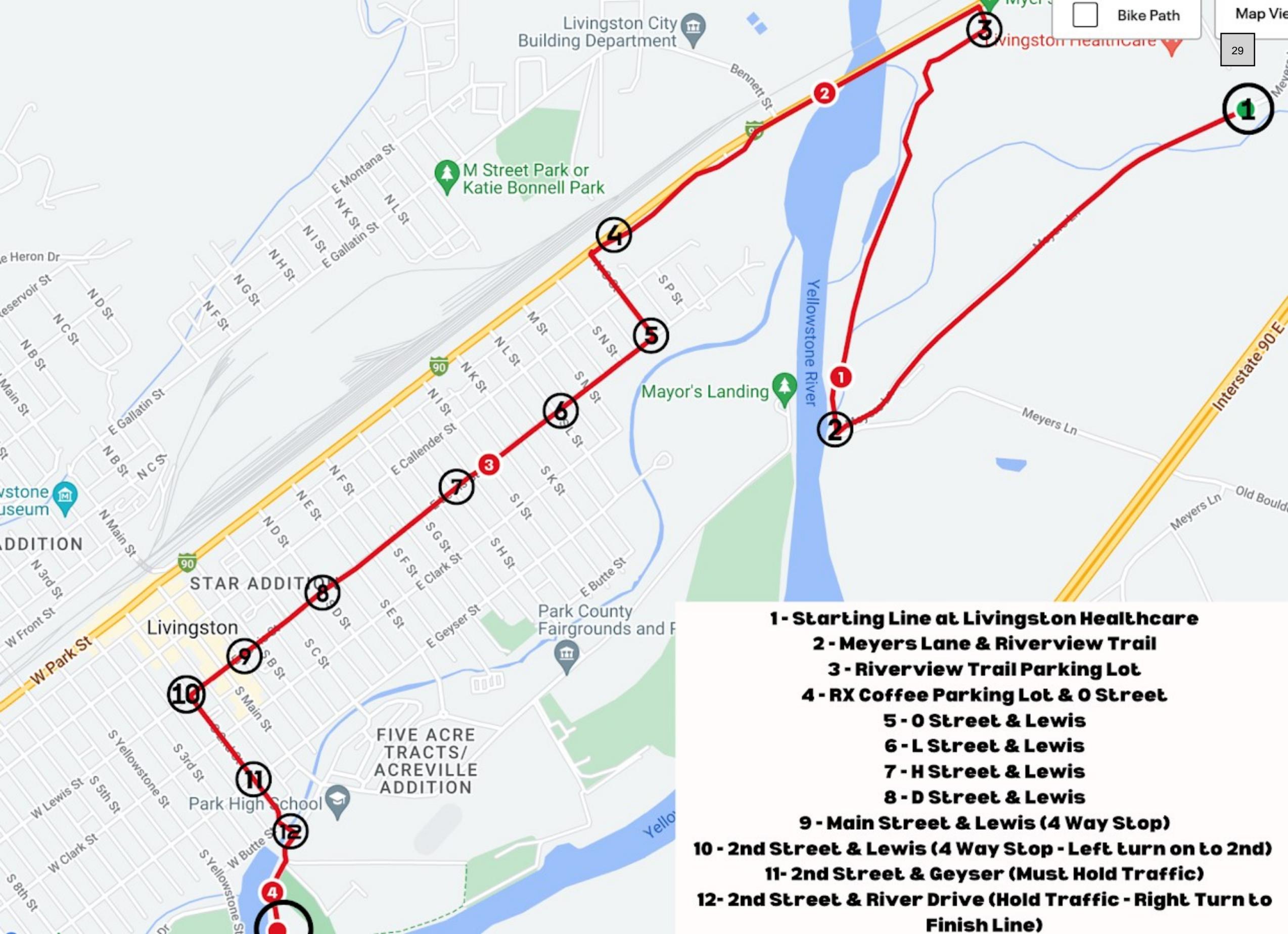
Responsible Party (must have authority to sign)

Date

City of Livingston City Manager

Date

This has historically been a COL sponsored event with no fees incurred. 2024 up to \$4,000 of raised funds goes to Community Serving organizations and the remaining funds raised support Livingston Recreation.



- 1 - Starting Line at Livingston Healthcare**
- 2 - Meyers Lane & Riverview Trail**
- 3 - Riverview Trail Parking Lot**
- 4 - RX Coffee Parking Lot & O Street**
- 5 - O Street & Lewis**
- 6 - L Street & Lewis**
- 7 - H Street & Lewis**
- 8 - D Street & Lewis**
- 9 - Main Street & Lewis (4 Way Stop)**
- 10 - 2nd Street & Lewis (4 Way Stop - Left turn on to 2nd)**
- 11 - 2nd Street & Geyser (Must Hold Traffic)**
- 12 - 2nd Street & River Drive (Hold Traffic - Right Turn to Finish Line)**

File Attachments for Item:

E. APPROVAL OF PUCHASE ORDER 20112, AGREEMENT 20113 AND AGREEMENT 20114 FOR WATER BASE STATION TECHNOLOGIES.



Purchase Order

Number: 20112
 Date: 08/26/2024

Vendor: FERGUSON WATERWORKS
 PO BOX 802817
 CHICAGO IL 60680-2817

Quantity	Item #	Description	Unit Cost	Total Cost
1	SEE ATTACHED	ANNUAL FEE RNI/ SENSUS ANALYTICS	16,798.00	\$16,798.00
1	SEE ATTACHED	RNI/SENSUS SETUP FEE	11,707.00	\$11,707.00
1	SEE ATTACHED	SENSUS ANALYTICS PREFORMED BY SENSUS	7,800.00	\$7,800.00
1	SEE ATTACHED	RNI/SENSUS TRAINING	5,500.00	\$5,500.00
1	SEE ATTACHED	COMMISSIONING BASE STATION	1,500.00	\$1,500.00
1	SEE ATTACHED	PROJECT MANAGEMENT	3750.00	\$3,750.00
1	M400	DATA COLLECTOR	33512.78	\$33,512.78
1	DB589-Y	ANTENNA	1,500.00	\$1,500.00
1	SEE ATTACHED	INSTALLATION M400 & ANTENNA	23500.00	\$23,500.00
1	SEE ATTACHED	SIERRA WIRELESS AIRLINK RV55 LTE	970.00	\$970.00
			Total	\$106,537.78

The City of Livingston is a tax-exempt political subdivision of the State of Montana.

Please confirm this City of Livingston Purchase Order with Shannon Holmes, at Sholmes@LivingstonMontana.org or (406) 222-5667.

Please Ship Above Listed Items to:

City of Livingston
 Attn: Shannon Holmes
 330 Bennett Street
 Livingston, MT 59047

Order Submitted By:

 Grant Gager
 City Manager



Meter & Automation Group

City of Livingston, MT

Brandon Mathews
brandon.mathews@ferguson.com
540-538-2881

DATE: August 15, 2024

QTY	ITEMS AND DESCRIPTIONS	PRICE	NET PRICE
FlexNet Package			
	Annual RNI SaaS Fee (Annual Fee)		9,064.00
	Sensus Analytics Enhanced (Annual Fee)		7,734.00
	RNI SaaS Setup Fee (One time)		7,957.00
	Sensus Analytics Enhanced Setup Fee (One time)		3,750.00
	Sensus Analytics Basic Integration Performed by Sensus (One time)		7,800.00
	RNI/Sensus Analytics Training (Ferguson & One time)		5,500.00
	Commissioning Base Station and onsite training (Ferguson & One time)		1,500.00
	Project Management (Ferguson & One Time)		3,750.00
			\$47,055.00
Fixed Base Infrastructure			
1	M400 Data Collector	33,512.78	33,512.78
1	Antenna - DB589-Y	1,500.00	1,500.00
1	Installation M400 & antenna See SOW Below	23,500.00	23,500.00
1	Sierra Wireless AirLink RV55 LTE, antenna mount, AC adapter, Verizon Card & Provisioning	970.00	970.00
	Total - Fixed Base Infrastructure		\$59,482.78
	Total Fees FlexNet system with 1 base station		\$106,537.78

Base Station Installation Scope of Work:

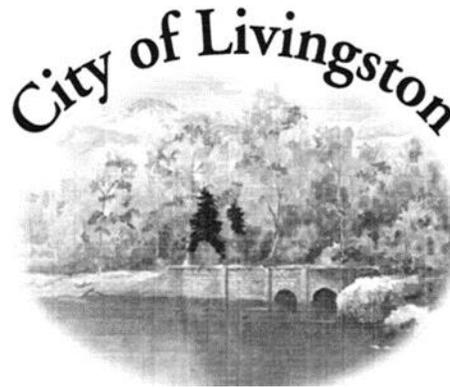
Mobilize to Livingston, MT and install a furnished Sensus M400 Base Station and WPA-700102-8CF-0-850 antenna on a existing Self Supporting Tower. Ferguson/Vikor will furnish and install a H-frame, grounding per Sensus Specifications, AVA5 cable and all accessories to attach to Self Supporting Tower. Ferguson/Vikor will furnish and install a Sealtite Conduit with (3) THHN #12 wires from terminal strip inside M400 to an open area on the H-frame for the Utility connection (City of Livingston) brings 120V 20A circuit to H-Frame). Full Sweep Testing and Pictures will be provided upon completion.

Annual Fee's – will be subject to 3% annual pricing escalation.

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: September 3, 2024
To: Chair Kahle and City Commissioners
From: Grant Gager, City Manager

Staff Report for Purchase Order 20112, Agreement 20113 and Agreement 20114

Recommendation and Summary

Staff is recommending the Commission approve several agreements with Ferguson Waterworks, Sensus and Ferguson Enterprises related to the deployment of new meter reading technologies with by adopting the following motion:

“I move to authorize the City Manager to sign Purchase Order 20112, Agreement 20113 and Agreement 20114 with Ferguson Waterworks.”

The reasons for the recommendation are as follows:

- The City’s Water Division is deploying new water meter technologies that utilize a central base station to communicate with water meters.
- The City purchase order and agreements will jointly enable deployment of the system.

Introduction and History

The City of Livingston’s Water Division within the Public Works Department has water meters deployed throughout the system to enable the monitoring and billing of water usage. The existing technology utilizes a mobile computer travelling through the City to read property-based meters.

Analysis

The City is transitioning to a central base station that is capable of remotely reading meters. The transition will reduce staff resources utilized in the meter reading process.

Fiscal Impact

Funding is included in the FY 2024-25 budget.

Strategic Alignment

Deployment of labor saving technologies will help increase efficiency of the City workforce.

Attachments

- Puchase Order 20112
- Software as a Service Agreement 20113
- Installation Agreement 20114

Software as a Service Agreement

between

LIVINGSTON CITY OF - AM
 ("Customer")

and
Sensus USA Inc.
 ("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.

Customer: LIVINGSTON CITY OF - AM

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

Contents of this Agreement:

- Agreement
- Exhibit A Software
- Exhibit B Technical Support

Agreement

1. **General**
 - A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer has purchased from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.
2. **Software.**
 - A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
 - B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
3. **Spectrum**
 - A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 1/18/2018 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.
4. **Equipment.**
 - A. **Purchase of Equipment.** Customer is not required to purchase any equipment under this Agreement. In the event Customer elects to purchase equipment, Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <http://www.sensus.com/TC>, or 1-800-METER-IT.
 - B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**
5. **Services.**
 - A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
 - B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
 - C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
 - D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
 - E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
6. **General Terms and Conditions.**
 - A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
 - B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
 - C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the Software License and Spectrum Lease shall immediately cease.
 - D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
 - E. **Intellectual Property Rights.**

- i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
 - ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
 - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
 - iv. **Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
 - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- M. **Acknowledgement of Events.** The parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The parties agree that, for so long as there is an impact of COVID-19 on Sensus' performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.
- N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- P. **Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

7. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**

- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. **"Confidential Information"** means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. **"Field Devices"** means the SmartPoint Modules .
- E. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- F. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, or rights provided by a third party or parties to this Agreement.
- G. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- H. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. **"LCM"** identifies the load control modules.
- L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Z. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A Software

Software as a Service

1. Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Sensus Analytics
 - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. **Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. **Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. **Software as a Service means only the following services:**

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - (a) Network addresses and virtual private networks (VPN)
 - (b) Standard time source (NTP or GPS)
 - (c) Security access points
 - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
 - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - (a) Implement the data retention plan and policy, and will provide the policy upon request.
 - (b) Monitor space and capacity requirements.
 - (c) Respond to database alarms and notifications.
 - (d) Install database software upgrades and patches.
 - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - (b) Respond to incidents and problems that may occur to the Application(s).
 - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - (d) Correlate incidents and problems where applicable.
 - (e) Sensus personnel will use the self-service portal to document and track incidents.

- (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
- (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
 - (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
 - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - (c) Conduct period penetration testing of the network and data center facilities.
 - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - (e) Perform anti-virus and Malware patch management on all systems.
 - (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
 - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
 - (i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
 - (j) Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
 - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - (i) The Application shall have a RTO of forty-eight (48) hours.
 - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. Software as a Service does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

- ii. **Calculations**
 - a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
 - b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
 - c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- iii. **Exceptions.** Exceptions mean the following events:
 - Force Majeure
 - Emergency Work, as defined below; and
 - Lack of Internet Availability, as described below.
 - a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("**Emergency Work**"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

- B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
 - i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. **Responsibilities of Customer.**
 - i. Customer shall promptly pay all Software as a Service fees.
 - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
 - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("**Customer's Systems**") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between

the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.

- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

3. Sensus Analytics

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. Device Access
 - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
- ii. Meter Insight (provides the following)
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with usage drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
 - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
 - i. # of unknown radios with drill down to the list of meters.
- iii. Report Access
 - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
 - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
- iv. Billing Access
 - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
 - d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
- v. Billing Adaptor
 - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.

- vi. Data Store
 - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.

B. Enhanced Package. The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:

- i. Alarm Insight
 - a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.
- ii. Alert Manager
 - a. Allows creation of alert groups who will be notified when an alarm occurs.
 - b. Users can manage alert groups by adding and removing group members.
 - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
 - d. Allows creation of an alert from the available system events from smart points and assign to a group.
 - e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

C. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. **Customer Acknowledgements.**
 - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
 - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
 - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

4. Third Party Software.

A. RedHat Linux. If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

**Exhibit B
Technical Support**

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. Severity Levels Description:

Sev1 Customer’s production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn’t affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative’s technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue’s symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into Salesforce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into Salesforce Knowledge Base.
3	1 Business Day	30 business days	<ul style="list-style-type: none"> Answer to question is provided. Satisfactory workaround is provided. Fix or workaround incorporated into Salesforce Knowledge Base. Fix incorporated into future release.

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
 - 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
 - 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
 - 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

LIVINGSTON, MT
AMI FIXED BASE INSTALLATION

FERGUSON ENTERPRISES
AMI CONTRACT

CITY OF LIVINGSTON CONTRACT 20114

September 3, 2024

City of Livingston, MT

WATER METER REPLACEMENT SERVICES CONTRACT

THIS CONTRACT ("Contract") by and between Livingston, MT with its place of business at and Ferguson Enterprises, LLC with its place of business at 220 E Park St, Livingston, MT 59047 ("Ferguson" or "Contractor") (individually a "Party" and collectively the "Parties") is effective upon the later date of execution of this Contract by the City and Contractor ("Effective Date").

WITNESSETH:

WHEREAS, the Contractor has represented to the City it has the specialized expertise and experience necessary to properly provide the Equipment and Implementation Services for a fully functioning Advanced Metering Infrastructure (AMI) System, as further defined, and required by this Contract, in a timely manner and that its proposal includes all of the functions and features required for the Equipment and Implementation Services; and

WHEREAS, the City has accepted the Contractor's offer to provide the Equipment and Implementation Services in accordance with the Contract Documents as defined herein.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

- 1. The City shall have the right to purchase the Equipment and Implementation Services, as defined herein, in accordance with the unit prices set forth in this Contract including Attachment B.

The further terms and conditions of this Contract are set forth in the following Contract Documents, each of which is attached hereto and are made part of the Contract by this reference in the following order of precedence:

- 1. Future Contract Amendments/Change Orders.
- 2. This Contract including Attachments.
- 3. The Contractor's AMI Proposal to the City April 26,2024

This Agreement may be executed in two or more counter parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile or other electronic means and those signatures shall be treated as original signatures for all applicable purposes. The person signing this Agreement for Consultant represents that he or she has full and proper authority to do so and to bind the party which they are representing. This Agreement will become binding on the date of last execution hereon:

EXECUTED THIS _____ day of _____, 2024

CITY OF Livingston, MT and Ferguson Enterprises, LLC

Brandon Mathews
Area Sales Manager

ATTEST:

APPROVED AS TO FORM:

ADVANCED METER READING SYSTEM EQUIPMENT AND SERVICES CONTRACT

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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of the City's determination that the Contractor's work has been completed in accordance with the Contract.

AMI: Advanced Metering Infrastructure Reading System. To these Contract Documents, this refers to the AMI system provided by Sensus Metering Systems, consisting of all FlexNet system components, tower gateway base station regional network interface, meter transmitters, installation tools and equipment, licensed software (including Sensus' Analytics), and all other related components.

Available Meter: A City meter connected to a fully functioning meter transmitter (also known as an endpoint or SmartPoint), that is used in calculating the read rate during a Billing Window. An available meter satisfies all the following criteria:

- a. It is installed in compliance with the procedures and specifications approved by and provided to the City in writing by the Contractor.
- b. It functions properly, is not damaged, and does not fail to transmit meter reading information during a Billing Window.
- c. It is serviced by a TGB, FNP, or other network equipment that has not been subjected to a power failure greater than eight (8) continuous hours during a Billing Window.
- d. Neither it, nor the TGB, FNP, or any other network equipment that serves that meter has been affected by a Force Majeure event.
- e. Interference or jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter transmitter, provided the Contractor is diligently working to effect a cure and provides a weekly status report.
- f. It is installed in a mutually agreed upon coverage area of the City, as defined in the Contractor's propagation study.
- g. It has not been reported by the City under the maintenance service agreement with the Contractor, unless the Parties agree that the reason for the report was resolved before the Billing Window opened or that the meter is functioning normally.
- h. Its functioning or performance has not been adversely affected by a failure of the City to perform its obligations or tasks for which it is responsible, or to properly maintain network equipment owned by the City.

Billing Window: A three-to-four-day period beginning one to two days prior to, and ending two days following, the City's preferred billing day for a particular meter.

Change Documentation: A written document agreed upon by the Contractor and the City, which if it creates a material change to the Contract terms or Specifications shall be executed as a Change Order.

Change Order: A written change to the Contract modifying, deleting, or adding to the terms, conditions, or scope of work, signed by the City with or without notice to the sureties.

City: City of Livingston, MT existing pursuant to Title 57 RCW, as the party contracting with the Contractor to receive the Equipment and Services or the Work under this Contract.

Commissioning Period: The period beginning with training and concluding with performance testing and final acceptance.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the City and the Contractor for completion of the Work under the Contract.

Contract Price: The total amount payable by the City to the Contractor for performance of the Work in accordance with the Contract.

Contract Schedule. Schedule for the Contractor's provision of the Equipment and Services, and attached as Attachment C.

Contract Time: The total time for the Contractor to perform the Work as set out in the Contract Schedule.

Day: Calendar day.

Documentation: Technical publications relating to the use of the software or services to be provided by the Contractor under this Contract, such as reference, user, installation, systems administration, and technical guides, delivered by the Contractor to the City.

Equipment and Implementation Services: The furnishing of materials, equipment, custom software, consulting, design, labor, time, and effort by the Contractor during the installation and initial operation of the supplied AMI system during the contract term.

Ferguson or The Contractor: The corporation contracting with the City to provide the Equipment and Services or perform the Work under this Contract.

Final Acceptance: The date as of when the City acknowledges that the Contractor has performed the Work through installation as defined in Section 2.10 herein.

FlexNet: The AMI system provided by Sensus Metering Systems.

FlexNet Network Portal (FNP): Also referred to as a repeater. A pole-mounted unit with simple store and forward capability that communicates directly to a TGB.

Force Majeure: Means an event that is unforeseeable as of the Effective Date and that is beyond the reasonable control of the Contractor and the City and includes but is not limited to:

- Natural disasters declared by the governor of Montana or President of the United States, including but not limited to earthquakes.
- Acts or omissions of any government entity acting within its governmental City.
- Fire or other casualty for which the Contractor or its Subcontractors and/or Contractors are not responsible.
- Quarantine or epidemic

- Strike or defensive lockout
- Unusually Severe Weather Conditions.

Meter Transmitter: Also referred to as a transmitter unit, an end point, or a Sensus SmartPoint. The radio transmitter installed at a given meter location to transmit information from the meter register to the FlexNet system.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the City or the Contractor, as applicable, to manage the project on a daily basis and who may represent the City or the Contractor respectively for Contract administration.

Integration Specialist: Individual designated by Ferguson to work with Sensus, Billing System, and City of Livingston to integrate import/export files to facilitate the population of information in to Sensus Analytics as well as provide files to facilitate the transfer of reads into billing system for the purpose of providing water billing.

Proposal: The Contractor's direct proposal to the City and all submissions by the Contractor and Sensus Metering Systems in response to the City's request for quotes.

Provide: Furnish without additional charge.

RCW: The Revised Code of Montana

Regional Network Interface (RNI): Equipment and Sensus' Analytics software used to gather, store, and report data collected from meter transmitters and TGBs that are part of the FlexNet system. The Analytics software operates on the RNI.

RFP: Request for Proposals - the solicitation issued by the City (if required) to select the Contractor, including any addenda.

Subcontractors: A subcontractor shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Contract. When the City refers to Subcontractor(s) in the Contract Documents, for the purposes of the Contract Documents and unless otherwise stated herein, the term Subcontractor(s)" includes, at every level and/or tier, all subcontractors, sub-consultants, Contractors, and materials men. The Contractor shall identify all Subcontractor's that the Contractor proposes to perform any portion of the Work which shall be subject to the City's prior written approval, such approval to be given in the City's sole discretion.

Specifications: A section of the Contract consisting of written descriptions of Services to be performed, or the Equipment to be provided or the technical requirements to be fulfilled under this Contract and the Contract Documents.

Touch Coupler: An inductive coupler connection from a water meter register to the meter transmitter.

Tower Gateway Base station (TGB): The hardware, firmware, and software installed at a tower site and used to communicate by radio with meter transmitters and the RNI.

Unread Meter: Any available meter that is not read by the FlexNet system during a Billing Window.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all Equipment, software, hardware and services specified under this Contract, including Change Orders, also referred to as "Equipment and Services." The Contractor's Scope of Services is found at Attachment A.

SECTION 1. STANDARD CONTRACTUAL TERMS AND CONDITIONS

1.1. Contract Administration and Contract Assignment

This Contract is between the City and the Contractor who shall be responsible for providing the Work described herein.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform Work hereunder, including but not limited to that set forth in the Scope of Services, attached as Attachment A.

The Contractor's performance under this Contract shall be monitored and reviewed by a Project Manager appointed by the City. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager. Questions by the Contractor or its Subcontractors regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Project Manager for response.

The City may purchase any supplemental units pursuant to the Pricing Matrix found in Attachment B. Such additional units will be purchased using purchase orders in accordance with Subsection 2.6.

1.2. Contract Changes

At any time before completion and Final Acceptance of the Work, the City shall have the right to order in writing the omission or addition of Work, or order changes or alterations in the Work required to be performed by the Contractor, and reasonable deductions or increases shall be made in Contract Price for such omissions, additions, changes or alterations in the Work, time for completion or Contract Price; but no such omissions, additions, changes or alterations shall be made by the Contractor, or paid for by the City, unless and until authorized by the City in writing by Change Order. If the Contractor objects to or otherwise disagrees with such Changer Order, the Contractor shall so notify the City's Project Manager in writing within seven (7) days of the date of such modification, submitting with such notification a claim of equitable adjustment. If the Contractor fails to so notify the City as provided herein, such modification shall be final and accepted by the Contractor and shall become part of the Contract between the Parties. The City will ordinarily respond to such claim within ten (10) days, but the City's failure to respond shall be deemed a denial and the Contractor may make a claim pursuant to Section 1.4.

1.3. Taxes, Licenses, and Certificate Requirements

The Contractor agrees to comply with all applicable federal, state, and local laws, regulations, ordinances, and orders and to promptly pay when due all taxes and contributions to trust funds. The City may require certificates from federal, state, local or private bodies showing that all obligations are current and not delinquent and, in the event the City is held liable to pay any such taxes or contributions, the Contractor agrees to supply the City with all records necessary to compute the same and to fully reimburse the City upon demand for the amount (including penalties and interest) paid by the City, and the City shall have the right to offset any amount so paid against any sums due the Contractor hereunder.

1.4. Termination for Default or Convenience

A. Termination for Default

1. The City may terminate, without prejudice to any right or remedy of the City, the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
 - a. The Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure completion of the Work.
 - b. The Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Final Acceptance of the Work in a timely manner.
 - c. The Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency.
 - d. The Contractor fails in a material way to repair, replace, or correct work not in conformance with the contract.
 - e. The Contractor repeatedly fails to supply skilled workers, or proper services, materials, or equipment.
 - f. The Contractor repeatedly fails to make prompt payment to its employees or subcontractors.
 - g. The Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, permits, easements, or orders of any public authority having jurisdiction.
 - h. The Contractor fails to comply with all safety requirements.
 - i. The Contractor is otherwise in material breach of any provision of the Contract.
2. If the City reasonably believes that one of the aforementioned events has occurred, the City will provide the Contractor with written notice of its "Intent to Terminate" the Contract for default, specifying within such notice the ground(s) for such termination. The City, at its option, shall require the Contractor, at the Contractor's sole expense, to either, within five (5) days of the date of notice of default (a) correct the deficiencies noted in the City's "Intent to Terminate"; or (b) provide the City with a corrective action plan as to how such deficiencies will be remedied or cured in a timely fashion. However, if after receipt of the proposed remedy, the City concludes that the Contractor has (a) failed or is unwilling to repair, replace or correct the deficiencies, or (b) failed or is unwilling to provide a reasonable and satisfactory corrective action plan, the City shall thereafter have the right to terminate this Contract for default. The Contractor shall receive written notice of the termination.
3. Upon termination, the City may finish the Work by whatever reasonable method it deems expedient.
4. The Contractor shall be liable for all reasonable, direct, out-of-pocket costs, incurred by the City in completing and/or correcting the Work.

5. In the event of Termination for Default, the City shall only pay the Contractor for the Work successfully completed and accepted by the City prior to the date of termination. The City shall not be responsible for any other the Contractor costs, expenses, or damages including any consequential, special, or incidental damages or lost profits associated with the Contract. In no event shall the City reimburse the Contractor for any costs directly or indirectly related to the cause of this Termination for Default.
6. If, after Termination for Default, it is determined that the Contractor was not in default, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the City.

B. Termination for Convenience

1. Upon written notice the City may terminate the Work, or any part of it, without prejudice to any right or remedy of the City, for the convenience of the City. Notwithstanding the forgoing to the contrary, City may not cancel, change, or modify a special order or nonstock product without the written consent of Contractor and payment by the City of all applicable cancellation or re-stocking fees.
2. If the City terminates the Work or any portion thereof for convenience, the Contractor may make a request for adjustment for:
 - a. Reasonable direct costs for all Work completed prior to the effective date of the termination and not previously paid for by the City; the Contractor shall not be entitled to any other costs or damages; provided, in no event shall the total sum payable upon termination exceed the total Contract Price stated in Subsection 2.1, as reduced by prior payments.

C. The Contractor's Obligations During Termination

Unless the City directs otherwise, after receipt of a written notice of Termination for Default or Termination for Convenience, the Contractor shall promptly:

1. Stop performing Work on the date as specified in the notice of termination.
2. Place no further orders for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work not terminated.
3. Cancel all orders upon terms acceptable to the City, to the extent that they relate to the performance of Work terminated.
4. Assign as specifically requested by the City all of the rights, title, and interest of the Contractor in all orders.

1.5. Laws and Venue

In the event that either Party shall bring a lawsuit or action related to or arising out of this Contract, such lawsuit or action shall be brought in the Superior Court, Park County, Montana. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Montana.

1.6. Independent Status of the Contractor

In the performance of this Contract, the Parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The Parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever. The Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW against the City.

1.7. Non-disclosure of Data

Data provided by the City either before or after the Effective Date of the Contract shall only be used for its intended purpose. The Contractor and Subcontractors shall not utilize nor distribute the City data in any form without the prior express written approval of the City.

1.8. Non-disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, software, documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary," or "Business Secret." The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual.

The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: (i) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the City or a third party; (ii) is or becomes generally known to the public without violation of this Contract; (iii) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, (iv) is independently developed by the Contractor without the participation of individuals who have had access to the City's or the third party's confidential information. If the Contractor is required by law to disclose confidential information, the Contractor shall notify the City of such requirement at least ten (10) days prior to disclosure.

1.9. Public Disclosure Requests

The Contract Documents shall be considered public documents and, with exceptions provided under public disclosure laws, shall be available for inspection and copying by the public.

If the Contractor considers any portion of the Work, including software, data, and related materials,

delivered to the City to be protected under the law, the Contractor shall clearly identify each such item with words such as "CONFIDENTIAL", PROPRIETARY," or "BUSINESS SECRET." If a request is made for disclosure of such item, the City shall determine whether the material should be made available under the law. If the material or parts thereof are determined by the City to be exempt from public disclosure, the City shall not release the exempted documents. If the material is not exempt from public disclosure law, or the City is not in the position to make such a determination, the City shall notify the Contractor of the request and allow the Contractor ten (10) days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the City shall release the item(s) at issue. By signing this Contract, the Contractor agrees to the procedure outlined in this Subsection and shall have no claim against the City on account of actions taken under such procedure.

1.10. No Prototype Components

All equipment and materials furnished under this Contract shall be in production and be used by customers comparable to the City at the time of the Contract Effective Date. Test or prototype items shall be clearly identified as such and shall be subject to rejection by the City. A sufficient inventory of Equipment shall be available to meet delivery requirements.

1.11. Changed Requirements

New Federal, State and City laws, regulations, ordinances, policies and administrative practices may be established after the Effective Date of this Contract and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. If the Contractor believes such changes entitle it to a change in Contract Price or Contract Time, it shall submit a Change Order request to the City in compliance with Subsection 1.2 Contract Changes.

1.12. Assignment

Contractor Non assignment. The Contractor shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the City, the granting of said consent being in the City’s sole discretion.

1.13. Indemnification and Hold Harmless

A. Contractor’s Obligations

- 1. The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, officers, employees and agents from and against all third-party claims, damages, losses and expenses, including costs of defense as defined herein, arising out of or resulting from the performance of the Work, and shall, after reasonable notice, defend and pay the expense of defending any suit, and will pay any judgment, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and (2) is caused in whole or in part by any

negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed or retained by any of them or anyone for whose acts any of them may be liable.

- 2. In any and all claims against the City or any of its officers, agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this article shall not be limited in any way by benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 3. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

1.14. Disputes, Claims and Appeals

The Contractor shall address questions or claims (other than a request for equitable adjustment) regarding the Contract in writing to the Project Manager, within ten (10) days of the date in which the Contractor knows or should know of the question or claim (including any denial of request for equitable adjustment). No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) days before the Contractor gives written notice, as required in this section. The Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the questions or claim shall be deemed denied upon the tenth (10th) day following receipt by the project Manager. Discussion between the Contractor and City after the time period for notification of claim has expired shall not waive the ten (10) day requirement in this Subsection.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Project Manager. Complying with the procedures set forth herein are a prerequisite to filing any lawsuit by the Contractor against the City. Failure to comply precisely with the time deadlines under this Subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the City.

1.15. Severability

Should any provision of this Contract now or at any time during the term hereof be in conflict with any federal, state or municipal law, regulation or the like, or any applicable judicial decision, then such provision shall continue in full effect only to the extent permitted. In the event any provision of this Contract is thus held inoperative, the remaining provisions of this Contract shall nevertheless remain

in full force and effect.

1.16. Nonwaiver of Breach

A waiver by the City of Livingston, any breach or violation by Contractor of any provision of the Contract shall not constitute a waiver of any further or additional breach of such provision or of any other provision. No provision of this Contract may be waived by Contractor except with written notice to the City. This Contract may only be amended by a Change Order signed by both Parties.

1.17. Prohibition on Asbestos-Containing Products

Asbestos-containing products shall not be provided to the City under this Contract unless no practicable alternative for the asbestos-containing product exists, and the Contractor obtains the written consent of the City. The Contractor shall notify the City in writing at least sixty (60) days before it plans to supply the City with an asbestos-containing product. The City shall respond to such notification within thirty (30) days of receipt. The Contractor shall comply with applicable state, federal and local labeling the other laws, regulations and ordinances pertaining to asbestos-containing products, including but not limited to, the State of Montana Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

1.18. Patents, Royalties and AMI Contractor’s Infringement Indemnity

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract. Before final payment is made on this Contract, the Contractor shall, if requested by the City, furnish acceptable proof of a proper release from all such fees or claims.

Contractor’s Infringement Indemnity. Unless the materials were produced based upon City’s specifications, Contractor shall indemnify and hold the City harmless from and against any and all third-party suits, actions, losses, damages, claims or liability of any type of character, type or description, including, but not limited to, all expenses of litigation, court costs and attorneys’ fees, based upon any claim of infringement of any patent or other license or intellectual property right (whether by way of trademark or otherwise) resulting directly or indirectly from the manufacture, sale, supply or importation of the parts and components or their use in a waste water treatment plant. Contractor agrees to notify the City as soon as reasonably possible of any material matters with respect to which the foregoing indemnity is likely to apply and of which the Contractor has actual knowledge. If notified in writing of any action or claim for which the Contractor may be liable to provide indemnity, the Contractor shall, without limitation, defend (subject to reasonable consultation with the City) such action or claim at Contractor’s expense and pay the cost and damages and attorneys’ fees awarded against the City in such action or claim; provided, however, that the Contractor shall have the reasonable right to control the defense and settlement of all such actions or claims, which settlement shall be subject to the consent of the City if applicable, not to be unreasonably withheld. Indemnification pursuant to this provision shall not be predicated on the City having made payment on any such claim. The obligations of this Subsection 1.18 shall survive Contract completion or termination and/or assignment of this Contract.

Contractor grants the City a royalty-free irrevocable non-exclusive license to use the technologies provided and contained in the materials furnished for the relevant Water Meter Replacement project.

1.19. Patents, Copyrights and Rights in Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the City excluding improvements to Contractor’s own previously patented and copyrighted items, which shall and do remain the sole and exclusive property of the Contractor. The City in its sole discretion shall determine whether it is in the public’s interest to release or make available any patent or copyright.

The Contractor agrees that the City shall own any plans, drawing, designs, scope of Work, computer programs, technical reports, operating manuals, calculations, notes, and other Work submitted, or which is specified to be delivered under this Contract, whether or not complete (referred to in this Subsection as “Subject Data”).

Notwithstanding the above, nothing in this Contract transfers any right, title, or interest in or to any previously patented or copyrighted items of the Contractor to the City or any other party.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the City, shall carry such notations on the front cover or a title page, (or in such case of maps, in the name block), as may be requested by the City. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the City prior to printing.

The Contractor shall ensure that the substance of foregoing Subsections is included in each subcontract for the Work under this Contract.

1.20. Bankruptcy

In the event the Contractor shall, at any time when this Contract is in effect, be adjudicated bankrupt, make an assignment for the benefit of creditors, commit any act of insolvency, or fail to pay promptly when due all bills and charges for labor, materials, and rental of equipment used in the performance of this Contract or of insolvency, or fail to pay promptly when due all bills and charges for labor, materials, and rental of equipment used in the performance of this Contract, or required by this Contract to be paid, and/or in the event of Contractor’s failure to perform promptly each and every obligation required hereunder, the City, upon mailing a written notice to Contractor, may take over the Work or any separable part thereof, and complete the same, or have same completed at Contractor’s expense, and in taking over City shall have the right, for the purpose of completing the Work hereunder, to take possession of all drawings belonging to Contractor, and for such purpose this Contract shall be construed as an assignment by Contractor to City of said drawings. Such taking over shall not constitute or be construed as a waiver by City of any action, claim or demand City may have against Contractor by reason of injury or damage resulting to City because of Contractor’s failure of performance hereunder. It is agreed that in the event of such taking over by City, Contractor shall pay to City a sum equal to City’s total cost of completing the Work, plus a sum of reasonable attorney’s fees in taking over and completing the Work. In no event shall any delay in performance hereunder by Contractor be

excused unless (and then to the extent only) such delay is excused by the City in respect to Contractor’s obligations under its Contract.

1.22. Audits

The Contractor, including its Subcontractors, shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work under the Contract in accordance with generally accepted accounting principles and practices consistently applied. The City or any of its duly authorized representatives, shall, at Contractor’s relevant branch location at a mutually agreed upon date and time, for the purpose of audit and examination, have access to and be permitted to inspect such books, records, documents, and other evidence which are directly related to this Agreement only, for inspection, audit and copying for a period of three (3) years after completion of this Contract or such longer period as required by applicable law. The City shall also have access to such books, records and documents during the performance of this Contract if deemed necessary by the City to verify Contractor Work and invoices, to assist in negotiations for amendments to the Contract, and to resolve claims and disputes.

SECTION 2. ADDITIONAL CONTRACT TERMS AND CONDITIONS

2.1. Execution of the Contract and Total Price

- A. The documents constituting the Contract between the City and the Contractor are intended to be complementary so that what is required by anyone of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence as listed on the Contract Form. The date the Contract Form is countersigned by the City is the Contract Effective Date. No other act of the City shall constitute Contract award. The Contract Price shall not be adjusted unless authorized by a Change Order in accordance with Subsection 1.2 Contract Changes.
- B. City Equipment and City Services may be purchased at the City's option based on the unit prices set forth in Attachment B.
- C. The Contract may be executed in two counterparts, each of which shall be deemed an original and which shall together constitute one Contract.
- D. Cooperative purchase by other governmental or municipal agencies shall only be allowed in compliance with RCW 39.34 and the execution of an Intergovernmental Cooperative Purchasing Agreement as appropriate.

2.2. Contract Term and Notice to Proceed

- A. The term of this Contract shall commence on the Effective Date of the Contract and, unless terminated earlier, shall terminate at the City's discretion pursuant to the provisions of Subsection 1.4.

B. Notice(s) to Proceed shall be issued referencing this Contract. Notices to Proceed shall define and authorize the Work by the Contractor based on the Work contained in Attachment A. The Notice(s) to Proceed issued by the City may confirm duly executed Change Orders to the Contract terms, funding, or other matters subject to Subsection 1.2, Contract Changes. The Contractor shall commence the Work upon receipt of the Notice to Proceed and shall diligently prosecute the same in conformity with the Contract Schedule, which the City may change from time to time for any reason.

2.3. Schedule

The attached Contract Schedule (Attachment C) is an estimate. Contractual Schedule will be submitted at time of Notice to Proceed. Notice to Proceed shall be issued at the time of infrastructure equipment delivery to the City.

2.4. Notices

All notices or Documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when delivered to the addresses first set forth below.

For Project Management related notices or Documentation:

City of Livingston, Montana	Ferguson Enterprises, LLC
220 E Park St Livingston, MT 59047	Tammy Rogers, Project Manager 9129 N. Tyndall Avenue Portland, OR 97217 Phone: 503-209-4902 Email: tammy.rogers@ferguson.com

2.5. Invoices

A. The Contractor shall pay each Subcontractor according to the terms agreed to between the Contractor and each of its subcontractors. The Contractor shall pay any and all bills when due for all charges in connection with the Work. Failure to comply with the provisions of this paragraph shall constitute a default under this Contract. At any time, the City may request as a condition precedent to payment under this Subsection 2.5, lien releases from Contractor in a form acceptable to the City.

B. Payment terms Net 30 days from receipt of an invoice. Monthly progress payments are subject to and conditioned on the successful, timely completion of the installs as set forth in Attachment C. Monthly progress payments will be made against the allocated funds for each milestone as invoiced and approved by the Project Manager.

Following the request by purchase order for Equipment and the delivery of the same, the

Contractor shall invoice the City. The City will make payments according to the contract based on actual equipment purchased and delivered as set forth in Attachment B. The quantities provided for each month are estimated annual requirements. The City will place orders as needed in lots per month or as determined by the City. The City does not guarantee the quantities estimated for each item; nor does the City limit itself to the estimated quantities.

C. General Condition

Before any payment can be made, the Contractor must submit a completed W-9 form to the City.

2.6. Pricing

Prices for Equipment and Services furnished under this Contract shall remain firm for 60 days from the date this agreement is executed.

2.7. Shipping Charges

All prices for initial project equipment shall include freight FOB to the delivery point(s) designated by the City. The City shall reject requests for additional compensation for freight charges.

2.8. Direct Costs Related to Additional Work

All direct costs for additional work, if any, performed by the Contractor at the City's request, and included in a Change Order, shall be billed at cost and in accordance with subparagraph 2.6 above.

2.9. Acceptance Process

The City may give interactive acceptances as the Work is accomplished either by phase or milestone, as described in Attachment A and C. The Contractor shall give the City “notice of completion” of Work related to a specific milestone following the Contractor’s completion of all such Work associated with the milestone or phase.

A. Acceptance Process

Upon completion of the milestone deliverables the Contractor shall notify the City in writing (e-mail to address identified in section 2.4 preferred) and the Acceptance process will commence. Acceptance shall be based on conformance with the milestone guidelines. After notice by Contractor of completion of the milestone, City will issue a written notice of milestone Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for rejection, outlining items not in compliance with the deliverable guidelines. Acceptance shall not be unreasonably withheld.

B. Correction of Deficiencies Process

If a deliverable is rejected, the Contractor will have a commercially practicable time to correct items documented in the City’s notification of rejection. Following the delivery of Contractors’ notice that the Work has been corrected, the City will issue a written notice of Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining Work not in compliance with the milestone. The project schedule will be adjusted accordingly in the event that a dispute regarding the method or accuracy of the correction causes a delay. If the deliverable(s) fails to comply with the milestone after Contractors’ second attempt to correct the Work and no agreed resolution is reached between the City’s Project Manager and the Contractor’s Project Manager, the City will determine the appropriate corrective actions.

2.10. Final Acceptance Process

The City shall begin the Final Acceptance process in accordance with the Contract as follows:

- A. Final Acceptance shall be based on successful completion of the Scope of Services, as described in Attachment A, Scope of Services.
- B. If the City Accepts the Work, the City will send a notice of Final Acceptance to the Contractor indicating the successful completion of the performance testing described in the Scope of Work, Attachment A, Scope of Services.
- C. If the City determines that the Work is not acceptable, the City shall notify the Contractor in writing, describing the deficiencies.
- D. The Contractor shall either provide a detailed, written plan to achieve Final Acceptance or to make corrections or replacements within a mutually agreed upon time period with no charge to the City. The Parties shall mutually agree on a start date for beginning another Performance test as described in Attachment A, Scope of Services.
- E. If the City Accepts the Work following a second or subsequent Performance Test the City will send a notice of Final Acceptance to the Contractor.
- F. If the Contractor does not correct or replace the unacceptable Work the City may declare a breach of contract.
- G. Final Acceptance shall not be unreasonably withheld.

2.11. Warranty Provisions

- A. Warranty Applicable to Third Party Contractors, AMI Manufacturer, Distributors and Subcontractors. The full manufacturer’s warranty and service obligations, if any, shall be for the benefit of the City. With respect to the underlying products, the City’s sole and exclusive warranty is that provided by the products’ manufacturer. The Contractor shall cooperate with the City in facilitating warranty related work by such Contractors, AMI manufacturer,

distributors, and Subcontractors. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THE UNDERLYING PRODUCTS PROVIDED.

2.12. Express Warranties for Implementation Services

- A. The Contractor warrants that the Implementation Services shall in all material respects conform to the requirements of this Contract.
- B. The Contractor warrants that qualified, professional personnel with in-depth knowledge shall perform the Implementation Services in a timely and professional manner, and that the Implementation Services shall conform to the standards generally observed in the industry for similar Implementation Services.
- C. The Contractor warrants that the Implementation Services shall be in compliance with all applicable laws, rules and regulations.

2.13. Equipment Warranty

For the specific terms of the Equipment Warranty, see Attachment D- incorporated herein as if fully set forth.

In addition, the Annual Maintenance FlexNet Infrastructure Extended Warranty Agreement between the City and the Contractor is provided in Attachment E.

Prior to Final Acceptance, when and as often as the City determines that the Work furnished under the Contract is not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) days of receiving such written notification, the Contractor shall supply the City with a detailed, written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. The City may reject or accept this plan at its reasonable discretion. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the City by law or equity, including those available under the Uniform Commercial Code, Title 62A RCW.

SECTION 3. INSURANCE REQUIREMENTS

3.1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the City evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the City received notice at least forty-five (45) days prior to the effective date of any cancellation in the policy.

- B. Failure to provide such insurance in a timeframe acceptable to the City shall enable the City to suspend or terminate the Contractor’s Work hereunder in accordance with Contract provision regarding “Termination for Convenience/Default.” Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

3.2 Insurance Requirements

Contractor shall maintain all insurance as required by law and shall not allow such coverage to lapse. Contractor agrees to maintain Worker’s Compensation coverage as required by applicable state law, \$2 million per occurrence and \$4 million aggregate in commercial general liability coverage, including product liability coverage, and \$5 million in automobile liability coverage. All such coverage can be met through a standard, umbrella, or any combination of policies thereof. Contractor is not bound to pay any premium or other fee to an Owner Controlled Insurance Program (“OCIP”) or Contractor Controlled Insurance Program (“CCIP”) type insurance program.

Background

Summary of Work

This project includes work and equipment requested by the City to install a Flexnet system. A single antenna and base station installed on the tower located at 45.674091, -110.566963. will cover the systems three thousand nine hundred and eighty-seven (3,987) services

1. Furnish and install FlexNet AMI system, provided by Sensus Metering Systems.
2. Furnish and install Tower Gateway Base Station (TGB)
3. Furnish and install the backhaul communication system capable of transferring data from the TGB to the RNI (Regional Network Interface)
4. Work with the City and Billing System to fully integrate with Sensus Analytics meter data management software.
5. Obtain all Federal, State, and local permits required for installation and operation of the system.
6. Provide technical and installation support to the City during deployment.
7. Provide training sufficient to enable City personnel to operate and maintain the system.

The Contractor will provide backup documentation of work products as appropriate to adequately record the Contractor's work, including assumptions made, regulation interpretations, methodology used, calculations, rationale supporting recommendations, and meeting or conversation records. Standards for the design deliverables will be as determined by the City.

General Responsibilities

The Contractor shall:

- 1) Provide a Project Manager to coordinate all Sensus FlexNet installation activities with the City and be the main contact point between the Contractor and the City during system deployment. The Project Manager will also coordinate all installation activities with the Sensus field engineers and contract installation crews hired by the Contractor to install equipment that is the responsibility of the Contractor.
- 2) Install the TGB equipment and run all data and power cables between the antennae and the TGBs. Any additional required electrical work to provide power will be at the expense of the City.
- 3) Furnish the communications link between the RNI and the TGBs.
- 4) Test the RNI and verify proper network connectivity to access the TGBs.
- 5) Provide a dedicated Integration specialist to act as liaison between Sensus and the City. This person will manage Vflex files and provide guidance throughout the integration process.
- 6) Provide and complete training in the RNI and Sensus Analytics.

The City shall:

- 1) Provide a main point of contact and contact information for project management activities to work with the Contractor project manager to help facilitate timely installation of the FlexNet system.
- 2) Pay monthly fees associated with the network access for all sites where network access is needed.
- 3) Provide a dedicated person who is familiar with billing system to act as a liaison between utility billing company and Ferguson to assist in the creation of the Vflex file and integration into Sensus Analytics.
- 4) Allow a minimum of thirty (30) to forty-five (45) days from the time the TGBs, RNI, and sufficient meter transmitters have been operational before requiring that data be used for billing purposes.

TGB Site Responsibilities

The TGB configuration for this project is outdoor TGB units at one (1) locations. Units will be placed at the Livingston water tank.

The Contractor shall:

- 1) Provide and mount a panel (WPA-700102-8CF-0-850) antenna at fifty (50) feet per attached prop study.
- 2) Provide and mount the M400 TGB on the wall inside of existing building located approximately 10 feet from the base of the tower.
- 3) Run coax down the leg of the tower, under the ice bridge and through existing openings into the building. Make all data and antenna connections at the TGB cabinets. This includes the connection from the antenna to the TGB cabinet, and connection to the data line from the network access point.
- 4) Provide all bracketing needed to mount the antenna to the arm of the tower.
- 5) Provide all strapping hardware needed to run the data cables from the base of the TGB sites to the antennas.
- 6) Connect to a ground field to properly ground the TGB and antenna equipment.
- 7) Run GPS cable out through existing openings and mount GPS on the roof of the building.

The City shall:

- 1) Approve location within building to install TGB cabinet.
- 2) Provide a 30AMP 120 VAC and make all electrical connections to the TGB cabinets.
- 3) Apply for, pay for and obtain any needed work permits.

**ATTACHMENT “B”
PRICING MATRIX**

Pricing Matrix Summary

QTY	ITEMS AND DESCRIPTIONS	PRICE	NET PRICE
FlexNet Package			
	Annual RNI SaaS Fee (Annual Fee)		9,064.00
	Sensus Analytics Enhanced (Annual Fee)		7,734.00
	RNI SaaS Setup Fee (One time)		7,957.00
	Sensus Analytics Enhanced Setup Fee (One time)		3,750.00
	Sensus Analytics Basic Integration Performed by Sensus (One time)		7,800.00
	RNI/Sensus Analytics Training (Ferguson & One time)		5,500.00
	Commissioning Base Station and onsite training (Ferguson & One time)		1,500.00
	Project Management (Ferguson & One Time)		3,750.00
			\$47,055.00
Fixed Base Infrastructure			
1	M400 Data Collector	33,512.78	33,512.78
1	Antenna - DB589-Y	1,500.00	1,500.00
1	Installation M400 & antenna See SOW Below	23,500.00	23,500.00
1	Sierra Wireless AirLink RV55 LTE, antenna mount, AC adapter, Verizon Card & Provisioning	970.00	970.00
	Total - Fixed Base Infrastructure		\$59,482.78
	Total Fees FlexNet system with 1 base station		\$106,537.78

Annual Fee’s – will be subject to 3% annual pricing escalation.

**ATTACHMENT “C”
CONTRACTOR TENTATIVE SCHEDULE**

*Schedule is a guideline only. Subject to change based on contract approval and sub-contractor availability.

Signed Contract	10 days	Thu 8/29/24	Wed 9/11/24	
Construction Kick off	1 day	Thu 10/10/24	Thu 10/10/24	5
Integration Kick off	1 day	Fri 10/11/24	Fri 10/11/24	6
Integration	30 days	Mon 10/14/24	Fri 11/22/24	7
Base station Installation	2 days	Wed 10/16/24	<u>Thu 10/17/24</u>	8
Sensus RNI/SA Training	2 days	Mon 11/25/24	Tue 11/26/24	8
Close out	1 day	Wed 11/27/24	Wed 11/27/24	10

ATTACHME “D” EQUIPMENT WARRANTY

Limited Warranty

1. General Product Coverage. Unless otherwise provided herein, Sensus USA Inc. (“Sensus”) warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer (“Customer”) pursuant to Sensus’ Terms of Sale, available at: [sensus.com/TC](https://www.sensus.com/TC) (“Terms of Sale”).

2. SR II® and accuSTREAM™ 5/8”, 3/4” & 1” Meters are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at [sensus.com](https://www.sensus.com) for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8” SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4” SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1” SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

3. ally® Meters that register water flow are warranted to perform to the accuracy level set forth in the ally Data Sheet available at [sensus.com](https://www.sensus.com) for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter’s sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, “Date of Installation” means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter’s nonvolatile memory.

4. iPERL® Meters that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Data Sheet available at [sensus.com](https://www.sensus.com) for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

5. SR II maincases are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. accuSTREAM maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

6. Sensus OMNI™ Meters and Propeller Meters are warranted to perform to as set forth in OMNI and Propeller data sheets for one (1) year from the date of Sensus shipment.

7. Sensus accuMAG™ and Hydroverse™ Meters are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

8. Sensus Registers are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8” thru 1” SR II, accuSTREAM Standard Registers	25 years
5/8” thru 1” SR II, accuSTREAM Encoder Registers	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for Propeller Meters	1 year
OMNI and OMNI+ Registers with Battery	10 years

9. Sensus Electric and Gas Meters are warranted pursuant to the General Limited Warranty available at [sensus.com/TC](https://www.sensus.com/TC).

10. Batteries, iPERL System Components, AMR and FlexNet® Communication Network AMI Interface Devices are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
Act-Pak® Remote Monitoring Instruments	1 year
Gas SmartPoint® Modules and Batteries	20 years ¹
6500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
EasyLink Reader	1 Year
CPTP100	20 Years ²
FlexNet Base Station (including the R100NA and M400 products)	1 year
RM4160	1 Year
iPERL System Battery and iPERL System Components	20 years ³

¹ Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries.

Sensus® Electronic Register+™	20 years ⁴
Sensus® Smart Gateway Sensor Interface	1 year ⁵
SmartPoint® 510M/520M/515M/512M Modules and Batteries	20 years ⁴

11. ally® Meter Batteries and Components, including SmartPoint 510M/520M Modules are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 3, for the period stated below:

Batteries	15 years ⁶
Sensors	5 years
Valve & Gear Motor	5 years ⁷
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years ⁶

³ Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register (“iPERL System Components”) with hourly reads.
- SmartPoint 510M/520M/515M/512M-PLS Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M Module is ever paired with an ally Meter, which event immediately amends the warranty terms to those described in Section 11;

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

Years	Replacement Price
1 – 15	0%
16	30%
17	40%
18	50%
19	60%
20	70%
>20	100%

⁴ Sensus will repair or replace non-performing Sensus Electronic Register+ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list price in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

⁵ Sensus® Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transmit Rate of hourly or greater for the analog channel(s).

⁶ If applicable, any SmartPoint 510M/520M Modules ever paired with an ally Meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint is warranted to perform up to five (5) firmware upgrades for the SmartPoint Module and up to five (5) firmware upgrades for the ally Meter;
- 2500 Operational Commands, where “Operational Commands” include on demand reads (such as consumption, pressure, temperature), an ally valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	14	65%
11	35%	15	75%
12	45%	>15	100%
13	55%		

⁷ Notwithstanding the foregoing, valve and gear motor components of ally Meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, “Valve State Operations” means adjustments of the Meter to open, close, or reduce flow.

² Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

12. iPERL and ally Connectors and Cables are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Itron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 13.

13. Third-Party Devices are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third Party Device.

14. Software. Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

15. Return. Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All product must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 15 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

16. Warranty Exceptions and No Implied Warranties. This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

17. Limitation of Liability. SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION

(COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

ATTACHMENT “E” Sensus Propagation Study

Customer Name: 13739-Livingston City of-AM					Date: 10/16/2023					RF Engineer: Kris Krahenbuhl				
City/State or Country: Livingston, MT					Meter Type: Water (Ally)									
Number of Meters Analyzed: 3,990					Smart Point Location: Pit-Set (AL), Indoor									
BTS Name	Latitude	Longitude	Structure Status	Structure Type	Basestation Equipment	Mandatory Antenna Centerline (Feet)	Antenna Model	Base Antenna 3dB Beamwidth (Degrees)	Base Antenna Azimuth (Degrees) <small>(Values are True North. Please apply declination adjusts at time of construction)</small>	Base Antenna Mechanical Tilt <small>Downtilt (+) Degrees Uplift (-) Degrees</small>	Mandatory Antenna Installation Location & Azimuth	Endpoints Covered	Comments	
Livingston Twr_Pnl	45.674091	-110.566963	Existing	Lattice Twr	M400B2	50	WPA-700102-8CF-0-850	102	160	0	Below Top of Tower	3,987	NA	

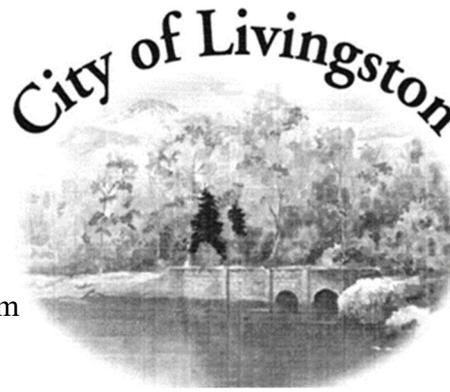
File Attachments for Item:

A. RESOLUTION NO. 5144: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, LEVYING 100% OF THE COST FOR STREET MAINTENANCE AND IMPROVMENTS DISTRICT NO. 1 FOR FISCAL YEAR 2024-2025 IN THE AMOUNT OF \$1,390,903, AND ASSESSING ALL PROPERTY WITHIN THE DISTRICT.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.com
www.livingstonmontana.org



Chairperson
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
Quentin Schwarz
Torrey Lyons
James Willich

Incorporated 1889

Date: 09/03/2024
To: Chair Kahle and City Commissioners
From: Paige Fetterhoff

Staff Report for 5144 a Resolution to Specify the Assessment Amount for the Street Maintenance District

Recommendation and Summary

Staff is recommending the Commission Approve Resolution 5144 to assess Improvement District number 1 for street maintenance and improvements.

“I move to approve Resolution Number 5144 and authorize the Chair to sign.”

The reasons for the recommendation are as follows:

- In 1994 the City authorized the creation of a Street Maintenance District as allowed by MCA 7-12-4401. The district was created to provide for the cost of maintaining and improving streets across the City of Livingston and encompasses all property, including annexations, of the City.

Introduction and History

In 1994 the City authorized the creation of a Street Maintenance District as allowed by MCA 7-12-4401. The district was created to provide for the cost of maintaining and improving streets across the City of Livingston and encompasses all property, including annexations, of the City.

Analysis

In fiscal year 2024, the average residential property was assessed \$255.58 and commercial properties were assessed \$616.14. For fiscal year 2025 those amounts are estimated to be \$268.36 and \$646.95, respectively.

Fiscal Impact

The amount to be assessed in FY 2025 is \$1,390,903 which is a 5% increase from the previous year.

Strategic Alignment

Continue to support operations and the infrastructure of the City.

Attachments

- Resolution 5144

RESOLUTION NO. 5144

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, LEVYING 100% OF THE COST FOR STREET MAINTENANCE AND IMPROVMENTS DISTRICT NO. 1 FOR FISCAL YEAR 2024-2025 IN THE AMOUNT OF \$1,390,903, AND ASSESSING ALL PROPERTY WITHIN THE DISTRICT.

WHEREAS, in 1994, pursuant to 7-12-4401 *et seq.* Montana Code Annotated (MCA), the City of Livingston enacted Ordinances Nos. 1778, 1779, and 3042 which authorized the creation of street maintenance districts and by providing the method of doing the maintenance and of paying for the maintenance; and

WHEREAS, the City created Street Maintenance District No. 1 which encompassed the entire jurisdictional limits of the City of Livingston; and

WHEREAS, pursuant to 7-12-4405 MCA, the City Commission enacted Ordinance Nos. 1877, 1890 and 1973 authorizing the City to improve streets, avenues and alleys within the maintenance district so that the maintenance would be of a durable and continuing benefit; and

WHEREAS, the City will levy and assess 100 percent of the costs for improvements and maintenance of streets and alleys against each parcel of land within said district for that part of the cost which its taxable value bears to the taxable value of the district which such parcel is located; and

WHEREAS, the City Commission finds that all parcels of property located within the district will be benefitted from said street and alley improvements and maintenance as all residents of the City use said public ways; and

WHEREAS, a list of all parcels of property to be assessed within said district which contain the name of each parcel owner and the amount to be levied and assessed thereon is on file and open for public inspection in the office of the City of Livingston, 220 East Park Street, Livingston, Montana; and

WHEREAS, pursuant to 7-12-4427, MCA, the City Commission met on September 3rd, 2024, at 5:30 p.m. to hear all objections which may be made to such assessment or any part thereof and may adjourn from time to time for that purpose and may by resolution modify such assessment in whole or in part.

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

That Street Maintenance District No. 1 is defined as including each and every parcel of property located in the City of Livingston, including all annexations thereto.

BE IT FURTHER RESOLVED that the City Commission hereby levies and assesses for Fiscal Year 2024-2025 100% of the cost of improving and maintaining streets and alleys in Street Maintenance District No. 1 in the amount of \$1,390,903, representing a 5% increase from the previous fiscal year, against each and every parcel of land within said district for that part of the cost which its taxable value bears to the taxable of the entire district, all as set forth in the list of all parcels of property in said district which contains the name of each parcel owner and the amount levied thereon. A copy of said list is on file and open for public inspection in the office of the City of Livingston, 220 East Park Street, Livingston, Montana.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 3rd day of September, 2024.

KARRIE KAHLE - Chairperson

ATTEST:

APPROVED AS TO FORM:

EMILY HUTCHINSON
Clerk

JON HESSE
City Attorney

Assessment Comparison

Street Maintenance District

	Taxable Value Real Property Only	Assessment Amount	Assessment per \$ of Taxable Value
2023	\$27,828,542	\$1,323,812	\$0.0476
2024	\$28,527,408	\$1,390,003	\$0.0487

Assessment Based on Residential Market Value

	\$100,000	\$300,000	\$600,000
2023	\$64.22	\$192.66	\$385.32
2024	\$65.78	\$197.34	\$394.67
Change	\$1.56	\$4.68	\$9.35
Increase	2.43%	2.43%	2.43%



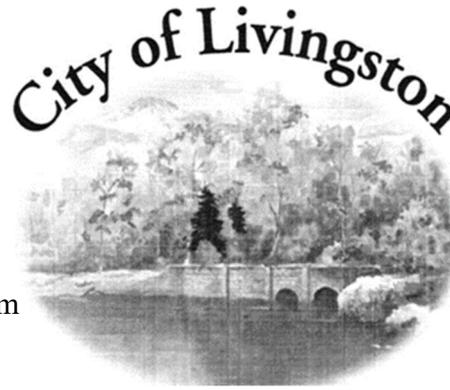
File Attachments for Item:

B. RESOLUTION NO. 5145: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTIMATING THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 IN THE AMOUNT OF \$61,993 FOR FISCAL YEAR 2024-2025 AND LEVYING AND ASSESSING 61% OF THE ESTIMATED COSTS AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS TAXABLE VALUE BEARS TO THE TAXABLE VALUE OF THE DISTRICT.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

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www.livingstonmontana.org



Chairperson
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
Quentin Schwarz
Torrey Lyons
James Willich

Incorporated 1889

Date: 09/03/2024
To: Chair Kahle and City Commissioners
From: Paige Fetterhoff

Staff Report for 5145 a Resolution to specify the assessment amount for maintaining and supplying electrical current to the Light Maintenance District

Recommendation and Summary

Staff is recommending the Commission Approve Resolution 5145 of its intent to assess Improvement District number 20 for light maintenance and electrical currents.

“I move to approve Resolution Number 5145 and authorize the Chair to sign.”

The reasons for the recommendation are as follows:

- Street lights contribute to public safety in the community.
- Costs to supply electrical current and maintain the current infrastructure continue to rise.

Introduction and History

The use of a Light Maintenance District has been in place since the 1940s. The City is authorized by MCA 7-12-4301 to create the district and has set the boundaries to include all property in the City limits including annexations. In prior years, property was assessed based on the size of the lot. This methodology was amended in 2024 and property is now assessed based on its taxable value.

Analysis

In fiscal year 2025, the average residential property assessment is estimated to be \$19.30 and \$46.54 for commercial properties.

Fiscal Impact

The amount to be assessed in FY 2025 is \$100,000, for lighting maintenance and replacement. The same amount was assessed in FY 2024.

Strategic Alignment

Continue to support operations and the infrastructure of the City.

Attachments

- Resolution 5145

RESOLUTION NO. 5145

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTIMATING THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 IN THE AMOUNT OF \$61,993 FOR FISCAL YEAR 2024-2025 AND LEVYING AND ASSESSING 61% OF THE ESTIMATED COSTS AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS TAXABLE VALUE BEARS TO THE TAXABLE VALUE OF THE DISTRICT.

WHEREAS, the City of Livingston has created Special Improvement Lighting District No. 20 for the purpose of providing for general public health, safety and welfare by lighting streets for vehicular and pedestrian safety and as a deterrent to criminal activity; and

WHEREAS, the estimated costs of maintaining lights and supplying electrical current for Lighting District No. 20 for Fiscal Year 2024-2025 is \$101,000; and

WHEREAS, the City hereby levies and assesses 61% of the costs for maintaining the lights and supplying electrical current against each parcel of land within said district for that part of the cost which its taxable value bears to the taxable value of the district which such parcel is located; and

WHEREAS, the City Commission finds that all parcels of property located within the district will benefit from maintaining lights and supplying electrical current for Lighting District No. 20; and

WHEREAS, a list of all parcels of property to be assessed within said district which contain the name of each parcel owner and the amount to be levied and assessed thereon is on file and open for public inspection in the office of the City of Livingston, 220 East Park Street, Livingston, Montana; and

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

That Special Improvement Lighting District No. 20 is defined as including each and every parcel of property located in the City of Livingston, including all annexations thereto.

BE IT FURTHER RESOLVED that the City Commission hereby levies and assess for Fiscal Year 2024-2025 61% of the cost of maintaining and supplying electrical current for Special Lighting District No. 20 in the amount of \$61,993 against each and every parcel of land within said district for that part of the cost which its taxable value bears to the taxable value of the entire district, all as set forth in the list of all parcels of property in said district which contains the name of each parcel owner and the amount levied thereon. A copy of said list is on file and open for public inspection in the office of the City of Livingston, 220 East Park Street, Livingston, Montana.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 3rd day of September, 2024.

KARRIE KAHLE – Chairperson

ATTEST:

APPROVED AS TO FORM:

EMILY HUTCHINSON
Clerk

JON HESSE
City Attorney

Assessment Comparison

Light Maintenance & Improvement District

	Taxable Value Real Property Only	Assessment Amount	Assessment per \$ of Taxable Value
2023	\$27,828,542	\$99,993	\$0.0036
2024	\$28,527,408	\$99,993	\$0.0035

Assessment Based on Residential Market Value

	\$100,000	\$300,000	\$600,000
2023	\$4.85	\$14.55	\$29.10
2024	\$4.73	\$14.20	\$28.39
Change	(\$0.12)	(\$0.36)	(\$0.71)
Decrease	2.45%	2.45%	2.45%



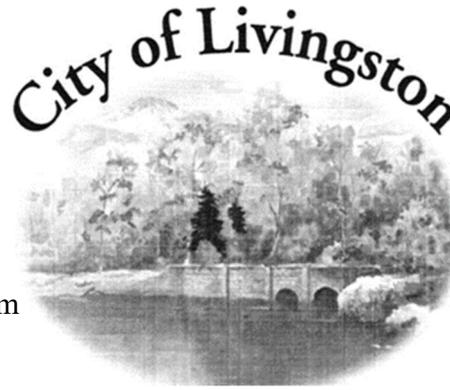
File Attachments for Item:

C. RESOLUTION NO. 5146: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, MODIFYING SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 58% OF THE ESTIMATED COST OF \$38,000 FOR FISCAL YEAR 2024-2025 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS TAXABLE VALUE BEARS TO THE TAXABLE VALUE OF THE DISTRICT.

City Manager
Grant Gager

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Chairperson
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
Quentin Schwarz
Torrey Lyons
James Willich

Incorporated 1889

Date: 09/03/2024
To: Chair Kahle and City Commissioners
From: Paige Fetterhoff

Staff Report for 5146 a Resolution to specify the assessment amount for replacement of lights within the Light Maintenance District

Recommendation and Summary

Staff is recommending the Commission Approve Resolution 5146 to assess Improvement District number 20 for light replacement.

“I move to approve Resolution Number 5146 and authorize the Chair to sign.”

The reasons for the recommendation are as follows:

- Street lights contribute to public safety in the community.
- Replace aging and inoperable street lighting.

Introduction and History

The use of a Light Maintenance District has been in place since the 1940s. The City is authorized by MCA 7-12-4301 to create the district and has set the boundaries to include all property in the City limits including annexations. In prior years, property was assessed based on the size of the lot. This methodology was amended in 2023 and property is now assessed based on its taxable value.

Analysis

In fiscal year 2025, the average residential property assessment is estimated to be \$19.30 and \$46.54 for commercial properties.

Fiscal Impact

The amount to be assessed in FY 2025, for lighting maintenance and replacement, is \$100,000. The same amount was assessed in FY 2024.

Strategic Alignment

Continue to support operations and the infrastructure of the City.

Attachments

- Resolution 5146

RESOLUTION NO. 5146

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, MODIFYING SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 58% OF THE ESTIMATED COST OF \$38,000 FOR FISCAL YEAR 2024-2025 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS TAXABLE VALUE BEARS TO THE TAXABLE VALUE OF THE DISTRICT.

WHEREAS, the City of Livingston has created Special Improvement Lighting District No. 20 for the purpose of providing for general public health, safety and welfare by lighting streets for vehicular and pedestrian safety and as a deterrent to criminal activity; and

WHEREAS, pursuant to 7-12-4351, MCA, it is the intent of the City Commission to make a modification to Street Lighting District No. 20 by replacing existing street lights; and

WHEREAS, it is the intent to replace street lights in conjunction with the street improvements plans where necessary and/or desirable; and

WHEREAS, the City hereby levies and assesses 58 percent of the estimated costs of \$65,000, which is \$38,000, for replacing street lights against each parcel of land within said district for Fiscal Year 2023-2024 for that part of the cost which its taxable value bears to the taxable value of the district which such parcel is located; and

WHEREAS, the City Commission finds that all parcels of property located within the district will be benefitted from replaced street lights; and

WHEREAS, a list of all parcels of property to be assessed within said district which contain the name of each parcel owner and the amount to be levied and assessed thereon is on file and open for public inspection in the office of the City of Livingston, 220 East Park Street, Livingston, Montana; and

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

That Special Improvement Lighting District No. 20 is defined as including each and every parcel of property located in the City of Livingston, including all annexations thereto.

BE IT FURTHER RESOLVED that the City Commission hereby modifies Special Improvements Lighting District by replacing lights and appurtenances therein and hereby levies and assesses, for Fiscal Year 2024-2025, 58% of the cost of replacing street lights in the amount of \$65,000, which is \$38,000, against each and every parcel of land within said district for that part of the cost which its taxable value bears to the taxable value of the entire district, all as set forth in the list of all parcels of property in said district which contains the name of each parcel owner and the amount levied thereon. A copy of said list is on file and open for public inspection in the office of the City of Livingston, 220 East Park Street, Livingston, Montana.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 3rd day of September, 2024.

KARRIE KAHLE – Chairperson

ATTEST:

APPROVED AS TO FORM:

EMILY HUTCHINSON
Clerk

JON HESSE
City Attorney

Assessment Comparison

Light Maintenance & Improvement District

	Taxable Value Real Property Only	Assessment Amount	Assessment per \$ of Taxable Value
2023	\$27,828,542	\$99,993	\$0.0036
2024	\$28,527,408	\$99,993	\$0.0035

Assessment Based on Residential Market Value

	\$100,000	\$300,000	\$600,000
2023	\$4.85	\$14.55	\$29.10
2024	\$4.73	\$14.20	\$28.39
Change	(\$0.12)	(\$0.36)	(\$0.71)
Decrease	2.45%	2.45%	2.45%



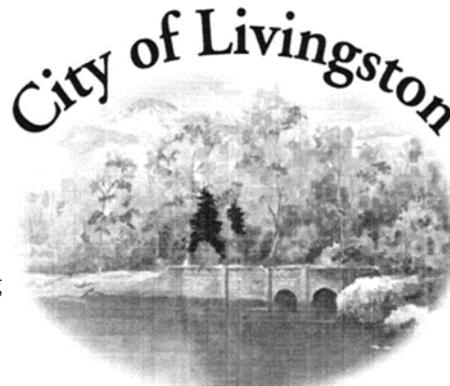
File Attachments for Item:

D. PRESENTATION AND CONSIDERATION OF DOWNTOWN MASTER PLAN

City Manager
Grant Gager

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Chair
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
Quentin Schwarz
Torrey Lyons
James Willich

Date: September 3, 2024
To: Chair Kahle and City Commissioners
From: Jennifer Severson, Planning Director

Staff Report to Adopt the Downtown Master Plan

Recommendation and Summary

Staff recommends the Commission adopt the Downtown Master Plan by adopting the following motion:

“I move to adopt the Downtown Master Plan as proposed by Staff.”

The reasons for the recommendation are as follows:

- The 2021 Growth Policy recommends creating a Downtown Master Plan (DMP) focused on the Urban Renewal District.
- City Staff and the selected consultant Crescendo Planning + Design embarked on the DMP planning process in July 2023.
- There has been extensive outreach and engagement opportunities for public involvement during the 13-month planning process.
- A Public Review Draft Plan was posted online for public review and input on July 17, 2024.
- The Consolidated Land Use Board, at its August 14, 2024 meeting, voted to recommend the City Commission approve the Downtown Master Plan with seven revisions as discussed during the meeting.
- Crescendo Planning + Design included the seven revisions recommended by the LUB and continued to review public comments. The Draft DMP (Attachment A) and Appendix (Attachment B) include these comments.
- All public comments received through September 26, 2024 were reviewed by Crescendo Planning + Design and City Staff, and are attached to this Staff Report (Attachment D).

Background

In 2021, the City adopted a Growth Policy that created a common vision for Livingston’s future by providing guidance for responsible growth that preserves the City’s unique sense of place. One of the strategies in the Growth Policy (Strategy 6.1.5.3) calls for creating a Downtown Master Plan focused on the Urban Renewal District.

Much has changed in the region and in Livingston since the City last undertook a planning effort focused on the downtown area more than fifteen years ago. In recent years, several changes and challenges have occurred that necessitate a comprehensive Downtown Master Plan, including: regional growth pressures; increased regional tourism; lack of high quality affordable and workforce housing; underutilized downtown areas with vacant buildings in need of maintenance and restoration; and, an economy that is heavily influenced by seasonal tourist fluctuations.

In late summer 2023, the City embarked on a process to create a Downtown Master Plan that was community-driven and focused on creating a guiding, and cohesive, vision for the future of Downtown Livingston. As a step toward implementing the 2021 Growth Policy, the Downtown Master Plan will provide the community with strategies to promote high-quality development, economic vitality, and enhanced activities in the downtown area, preserving the historic charm Livingston is known for while encouraging responsible growth.

The attached Draft Downtown Master Plan (Attachment A) and supplemental Parking and Housing Studies (Attachment B) are a result of this year-long planning effort by the citizens of Livingston and surrounding Park County.

At its August 14, 2024 meeting, the Consolidated Land Use Board, acting in its capacity as the Livingston Planning Board, recommended 5:1 that the City Commission approve the Downtown Master Plan as presented by Staff with seven revisions discussed during the meeting to address public comments received on the Public Review Draft of the Plan.

Analysis

Since the adoption of the 2021 Growth Policy, the citizens of Livingston have increasingly expressed a desire for methods to effectively and proactively address challenges associated with growth and change. Many in the community are also eager to capture more tourists as they travel through the region as an opportunity to increase occupancy of downtown buildings (stores, businesses and housing). Others see opportunities to improve downtown buildings, provide wayfinding signs and make improvements to the City’s historic ghost signs. Community members want to be involved in decisions about how and where Livingston should grow.

Over the past year, the Downtown Master Plan process established a broad coalition of supporters with diverse interests, all of whom collaborated on a common goal to create a comprehensive planning document that would be used to guide Downtown development for years to come. The planning effort relied on an open and inclusive public process that engaged diverse sectors of the community and has resulted in a Downtown Master Plan that encourages responsible growth while allowing Livingston to maintain its unique sense of place.

A Consultant Team, led by Crescendo Planning + Design, and joined by Economic & Planning Systems and Robert Peccia & Associates, was selected to lead the Downtown Master Plan process, including facilitating community engagement and contributing their expertise in downtown planning to this effort. The study area was comprised of the Urban Renewal Agency, Central Business, and Downtown Historic Districts (see Study Area Map on next page). The budget for the Downtown Master Plan was \$114,640, which included funding from the City’s Urban Renewal Agency, Montana Department of Commerce Main Street Program, and the City’s General Fund.

A critical component of this planning process was public engagement. To ensure a community-led vision for the Downtown Master Plan, the consultant team provided numerous opportunities for the public to

participate in the planning process over the twelve-month planning period. Outreach included a booth at the City’s Farmer’s Market; online and in-person surveys; stakeholder interviews via zoom, phone and email correspondence; walking tours; community workshop/ charette; business owner breakfast; open house; focus group meetings; presentations at URA and City Commission meetings; and a “Share Your Ideas” interface on the plan webpage. This extensive outreach effort garnered feedback from hundreds of interested citizens, including a small focus group discussion with local high school students and a directed effort to engage senior citizens through use of “hard copy” survey forms (vs. online) dropped off and picked up at the Park County Senior Center. Additional Public Outreach / Community Engagement Touchpoints details are shown in Attachment C.

Study Area Map



The Downtown Master Plan is organized as follows:

Master Plan Framework

- Recommendations
- Land Use, Building Form & Activation
- Streetscapes & Mobility
- Parks & Open Space
- Arts & Culture
- Economic Development & Housing

Implementation Action Plan

- Regulatory Tools
- Priority Infill/ Redevelopment Sites
- Housing Development
- Streetscape Improvements
- Wayfinding & Gateways
- Parking Management
- Implementation Matrix

Appendix

- Community Engagement Catalog
- Housing Study
- Parking Study

Although the individual ideas and recommendations are too numerous to list here, some of the more significant elements addressed in the Downtown Master Plan are summarized below:

- Prioritized development / redevelopment projects in the planning area that include short-term (1-2 years), medium-term (3-5 years), and long-term (5-10 years) opportunities;
- Increased focus on building design, form and function;
- Formalize outdoor use opportunities through alley activation, parklets, and temporary events space.
- Prioritize creation of a Festival/ Greenway Street along the south portion of Main Street to the Civic Center.
- Create a semi-permanent Food Truck space at Depot Park and along the Festival/Greenway Street.
- Implement a 2nd Street Promenade to provide a safe, non-motorized connection between downtown and the river parks.
- Encourage trees and landscaping as a way to provide shade and visually connect the downtown to the river parks.
- Wayfinding guidance to help visitors navigate downtown more easily.
- Reinforce the unique character of the downtown with additional opportunities for public art, such as a Sculpture Park and expanded Mural Program.
- Promote the development of a variety of housing options that increase diversity and vitality in the downtown.
- Encourage the adaptive reuse of existing buildings into housing units to support the local workforce.

- Implementation Matrix that estimates timeframe, potential champions and key partners, funding sources, and costs for key projects.

In preparation for the August 14th Land Use Board meeting, a Public Review Draft of the Downtown Master Plan was posted online to garner public comments. In response to feedback received during this public review, Staff and the Consultant Team asked the Land Use Board to condition its recommendation of approval of the Draft Downtown Master Plan to the City Commission on including language in the Plan that addressed the following seven ideas:

1. Highlight live/work housing opportunities, and emphasize that subsidies should enhance affordability.
2. Reference Heritage Tourism as another component of Livingston’s attractiveness as a tourist destination.
3. Emphasize and position the Downtown as a critical “Third Space” for the community.
4. Encourage the City to assess its progress toward implementation at a regular interval (2-5 years) and make responsive, strategic updates to the Plan to maximize the shelf life of the Downtown Master Plan.
5. Further encourage the entrepreneurial community.
6. Coordinate and adhere with state and federal standards for on-system routes.
7. Highlight how Livingston sets itself apart as a hub for outdoor activities, the arts, and active recreation.

One Land Use Board Member expressed concern about the length of time the Public Review Draft was available for comment. Staff confirmed that, in preparation for the August 14th LUB meeting, a Public Review Draft of the Downtown Master Plan was posted online for a 3-week period (July 17 – August 7). When the Public Review Draft was posted, an email blast from the Consultant notified more than 250 people who were signed up to receive notices about the DMP process. A flyer was also posted in City Hall announcing the Public Review Draft posting with a QR code that led directly to the DMP website that included a pull-down menu for providing comments. The Consultant Team and City Staff reviewed feedback received during this public review period as well as additional comments received leading up to the August 14 LUB meeting. Additionally, The August 4 City Manager Newsletter, distributed digitally to almost 1,500 people, provided a link to the Public Review Draft of the DMP for comment. All comments received on the Public Review Draft between July 17, 2024 and September 26, 2024 are in Attachment E.

The LUB recommended the City Commission approve the Draft Downtown Master Plan with the seven modifications described above, with exact language to be crafted by the Consultant prior to the September 3 City Commission meeting. The meeting Chair called for a roll-call vote, the results of which were as follows: Goodwine- yes; O-Connor- yes; Kalmon- yes; Huisman- yes; Chiller- yes; Moores- no. The motion passed 5 to 1.

Strategic Alignment

The Downtown Master Plan represents an important step toward implementation of the 2021 Growth Policy and supports numerous recommendations in the Growth Policy including, but not limited to:

Objective 2.2.1: Support and enhance arts and cultural facilities, neighborhoods, and districts.

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

Strategy 2.2.2.3: Incorporate art and cultural facilities throughout Livingston’s parks and trails.

Objective 2.2.3: Support traditional neighborhood design and active transportation.

Objective 3.1.1: Encourage higher densities and a wider range of land uses that are compatible with adopted plans and where existing or planned shortrange community facilities and infrastructure can support them.

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

Strategy 3.1.1.3: Work within the Urban Renewal District to encourage redevelopment of underutilized properties.

Strategy 3.4.3.2: Encourage development near transit routes and active transportation infrastructure to promote development that produces minimal strain on the environment and existing transportation infrastructure.

Strategy 4.1.3.3: Reduce climate disruption through compact growth and increased transportation choices that reduce the need for driving.

Objective 5.1.4: Promote a mix of housing within neighborhoods that supports a variety of household income levels, household age groups, and housing types.

Strategy 5.1.4.1: Conduct a housing needs assessment to determine the housing needs of Livingston and the feasibility of various methods to promote and/or require the construction of housing units that meet the needs of all residents.

Objective 6.1.5: Plan for and attract new investment into the downtown district to support local businesses.

Strategy 6.1.5.1: Develop effective wayfinding signage for locals and tourists to easily find destinations and parking;

Strategy 6.1.5.2: Develop a parking strategy and consider removing parking space minimums from downtown coding.

Strategy 6.1.5.3: Explore creating a downtown master plan focused on the Urban Renewal District;

Strategy 6.1.5.4: Strategy 6.1.5.4: Explore mechanisms to strengthen and enhance the effectiveness of the Urban Renewal Agency to encourage redevelopment of underutilized properties in the downtown area.

Strategy 6.2.1.1: Explore improved access to the Yellowstone River recreation opportunities, such as riverfront parks, boat ramps, and islands while respecting and protecting the natural environment.

Strategy 6.2.3.2: Develop effective wayfinding signage for locals and tourists to easily find destinations and parking.

Strategy 9.2.2.2: Continue to provide public space and venues for community events and festivals.

Staff Recommendation

For the reasons discussed above, Staff finds the Downtown Master Plan complies with City of Livingston policies and State Statutes and it 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 adopt the Downtown Master Plan as proposed.

Attachments

- A. Downtown Master Plan Main Document
- B. Downtown Master Plan Appendix
- C. Public Outreach / Community Engagement August 2023 – June 2024
- D. Land Use Board Revisions
- E. Public Comments Received July 17, 2024 to August 26, 2024



Livingston
 DOWNTOWN MASTER PLAN

CITY COMMISSION REVIEW DRAFT - August 23, 2024



ACKNOWLEDGMENTS

CITY COMMISSION

Karrie Kahle, **Chair**

Melissa Nootz, **Vice-Chair**

Torrey Lyons, **Commissioner**

Quentin Schwarz, **Commissioner**

James Willich, **Commissioner**

LAND USE BOARD

Jessie Wilcox, **Chair**

Caitlin Chiller

Baily Goodwine

Forrest Huisman, **Vice-Chair**

John Kalmon

Torrey Lyons

Becky Moores

Frank O'Connor

URBAN RENEWAL AGENCY

Allison Vicenzi, **Chair**

Rick VanAken, **Vice-Chair**

Julie Evans, **Citizen**

Lisa Garcia, **Citizen**

Quentin Schwarz, **City Commissioner**

Kevin Stewart, **Citizen**

STAKEHOLDERS AND PUBLIC PARTICIPANTS

Special credit should go to the highly-engaged community of Livingston for their support and enthusiastic participation throughout this planning process.

The list of residents - both from within the City of Livingston and from broader Park County - local business owners, and visitors, who generously gave of their time and expertise to enrich this planning process are too numerous to list, however, their contributions to this Downtown Master Plan were absolutely invaluable.

CITY OF LIVINGSTON KEY CONTRIBUTING STAFF

Grant Gager, **City Manager**

Jennifer Severson, **Planning Director**

Shannon Holmes, **Public Works Director**

Jim Woodhull, **Building Director**

Thomas Carter, **Planning Intern**

CONSULTANT TEAM

CRESCENDO
PLANNING + DESIGN



SPECIAL THANKS

PROJECT FUNDING

This project would not have been possible without the generous financial contributions from a pair of key community partners - the Livingston Urban Renewal Agency (URA), and the Montana Department of Commerce's Montana Main Street (MMS) Program.

The URA generously contributed funding to this Downtown Master Plan to specifically supplement the Housing and Parking Study components of the effort.



The MMS Program provided a grant to the City of Livingston to supplement the funding of the overall planning process. The program provides support to rural communities across the state to strengthen and preserve historic downtowns, such as Livingston. The MMS Program works closely with local partners to identify and plan for the community's greatest development needs and provides seed money to help implement high-impact projects, reinforcing the fundamentals of the Main Street America Program - **Economic Vitality, Design, Promotion, and Organization.**

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TOPICS IN THIS CHAPTER:

- Plan Background
- Planning Process
- Visioning & Public Engagement
- Vision Themes

MASTER PLAN INTENT & ORGANIZATION

The first official Downtown Master Plan for the City of Livingston, this plan will be used to prioritize and allocate resources for future public improvements and investments in Downtown Livingston.

Historically, Livingston served as the railway gateway to Yellowstone National Park, America's First National Park, and therefore it has had an iconic and vibrant downtown environment for over a century. With the departure of passenger rail in the late 1970's, the Downtown lost one of its primary drivers of visitation and tourism. Remarkably, unlike many other small railroad towns, Livingston's Downtown has retained much of its historic character, charm, culture, and vitality through that transition from a true gateway community, to one that benefits from its adjacency to a National Park. In addition to its unique National Park proximity, Downtown Livingston also benefits from its direct relationship with beautiful natural environments such as the Yellowstone River and its remarkable river parks - Sacajawea & Miles Park - and the Paradise Valley. Beyond its rich history, Livingston sets itself apart as a hub for outdoor activities, the arts, and active recreation.

Given the richness that already exists in Downtown Livingston, the intent of this Master Plan process was largely focused on leveraging and supplementing successful efforts already underway in the Downtown - aimed at ensuring a continually vibrant and more resilient future for the Downtown - as opposed to attempting to wholly reinvent an atrophying downtown environment, which is the case with many Downtown Master Plan efforts. Therefore, this Plan is organized to reflect the vision of an engaged (and understandably proud) community in its first chapter; to provide a framework for guiding efforts toward realizing that vision for the Downtown in its second chapter; and to articulate specific steps and projects to work toward implementing the Plan in its final chapter.

PLAN BACKGROUND

ESTABLISHING THE SCOPE

Study Area Boundary

With direction from the 2021 Growth Policy, the study area for the Downtown Master Plan was determined to strategically align with the boundary of the Urban Renewal District. The study area encompasses the Urban Renewal District and the CBD Zone District, ~2.5 blocks of which are not currently within the Urban Renewal Boundary (see Study Area map on the following page). This strategic alignment was done to capitalize on the Urban Renewal Agency’s ability to leverage Tax Increment Financing (TIF) dollars to reinvest in this area, as the community implements the Downtown Master Plan. In this way, investments in the Downtown can benefit from this additional funding stream, and the return on those investments can be reinvested into other improvements in the area.

This area within the City is also the beneficiary of active entities that can serve as critical champions and partners in the implementation of this Plan’s recommendations, including the Chamber of Commerce, the Business Improvement District (BID), and the Livingston Downtown Building Owner’s and Business Association (LDBOBA).

Past studies in this area, including, but

not limited to, previous streetscape improvement plans and explorations, as well as the 2022 Trails and Active Transportation Plan, have served as important inputs into the development of this Plan’s final recommendations.

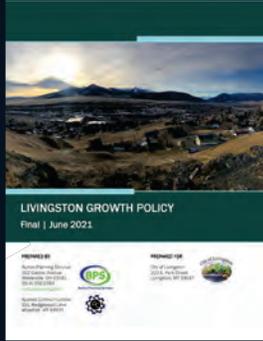
Leveraging the Downtown’s Character, the Historic Railroad, Sacajawea & Miles Park, and the Yellowstone River

The Downtown Historic District, recognized by the National Register of Historic Places, is an iconic and defining part of Downtown Livingston. Just a few blocks from the Livingston Depot Center, which was the former passenger rail station, and the predominantly commercial core, is a pair of the region’s most distinguished parks - Sacajawea & Miles Park - along with direct access to the Yellowstone River. While each of these unique amenities exists in close proximity to each other, and is unquestionably an advantage for Downtown Livingston, an important part of the scope of this Plan was to encourage linking those assets together with greater intentionality.



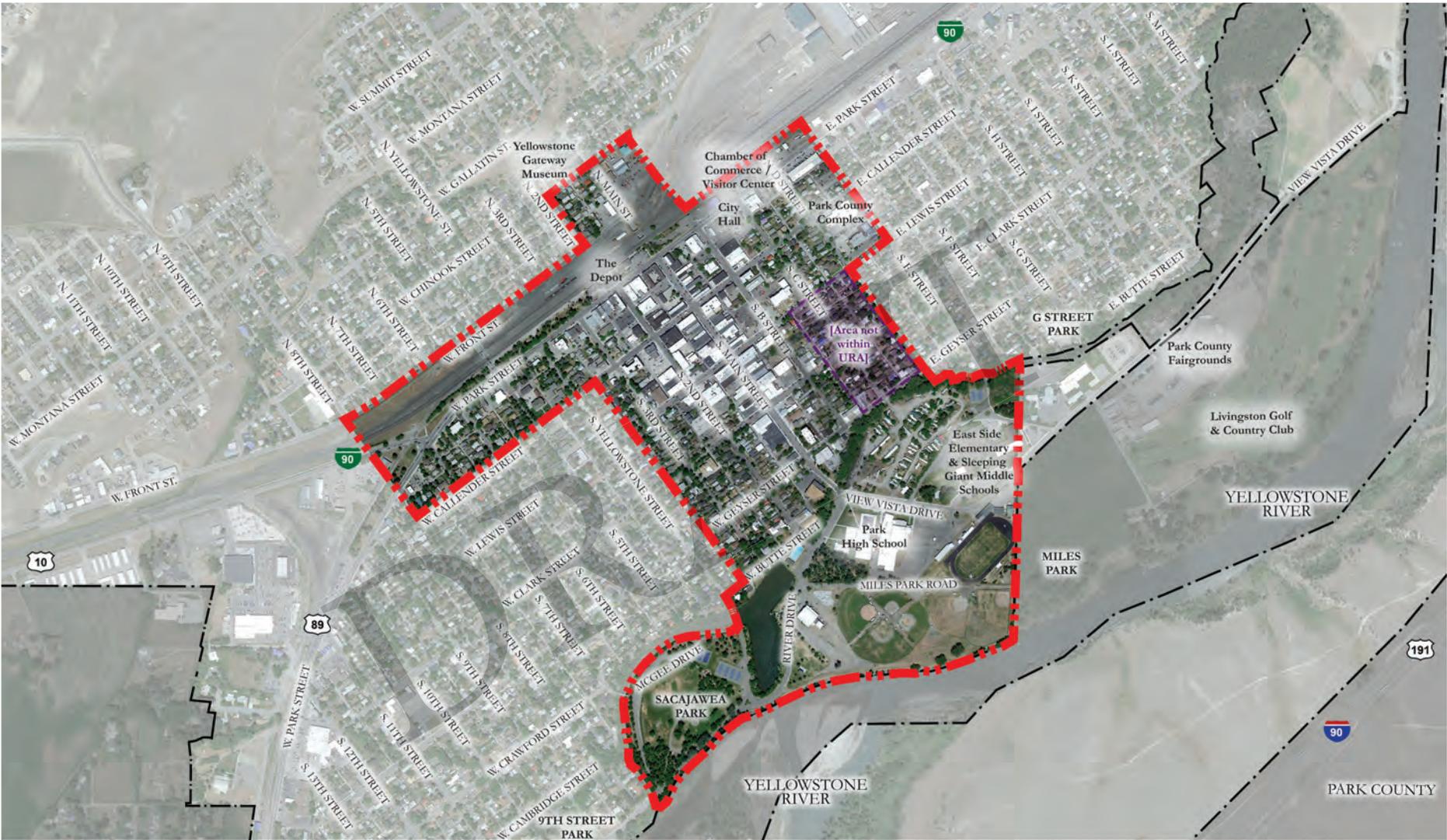
The rail side of the Livingston Depot Center

2021 GROWTH POLICY DIRECTION



In June of 2021, the City of Livingston adopted its Growth Policy, and this Plan represents a step toward implementation of that policy direction.

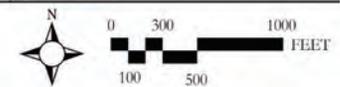
Specifically, Objective 6.1.5 in the Growth Policy is to “Plan for and attract new investment into the downtown district to support local businesses.” Strategy 6.1.5.3, nested under that Objective, provided direction to, “Explore creating a downtown master plan focused on the Urban Renewal District,” and the scope of this effort was further shaped by Strategies 6.1.5.1, 6.1.5.2, and 6.1.5.4, which spoke to developing effective wayfinding; developing a parking strategy, while considering the removal of parking space minimums in the downtown; and exploring mechanisms to strengthen and enhance the URA’s effectiveness to encourage redevelopment.



Downtown Master Plan - Study Area [Aerial]



- LEGEND**
-  City of Livingston Boundary
 -  Plan Area Boundary (Also Urban Renewal Authority [URA] Boundary, except where noted)



Downtown Master Plan Study Area Map

PLAN BACKGROUND

STUDY AREA DEMOGRAPHICS

Before commencing the planning process, a high-level analysis of Study Area Demographics was performed, and it identified the following:



1,362 residents in Study Area
15% of citywide population



776 households in Study Area
18% of citywide households

Further reflecting on the household and resident demographic data shown above, and compared to statistics for the City overall, Study Area residents were also found to have:

- A **higher median age** (48.3 years)
- A **lower median household income** (\$44,892)
- A **smaller average household size** (1.7 persons)

Additionally, the Study area has shown the following growth since 2010:

- 285 residents
- 126 households

ECONOMIC / BUSINESS CONDITIONS

In terms of the number of businesses and jobs in the Study Area, the following was identified:



333 businesses in Study Area
53% of citywide businesses



2,175 jobs in Study Area
50% of citywide jobs

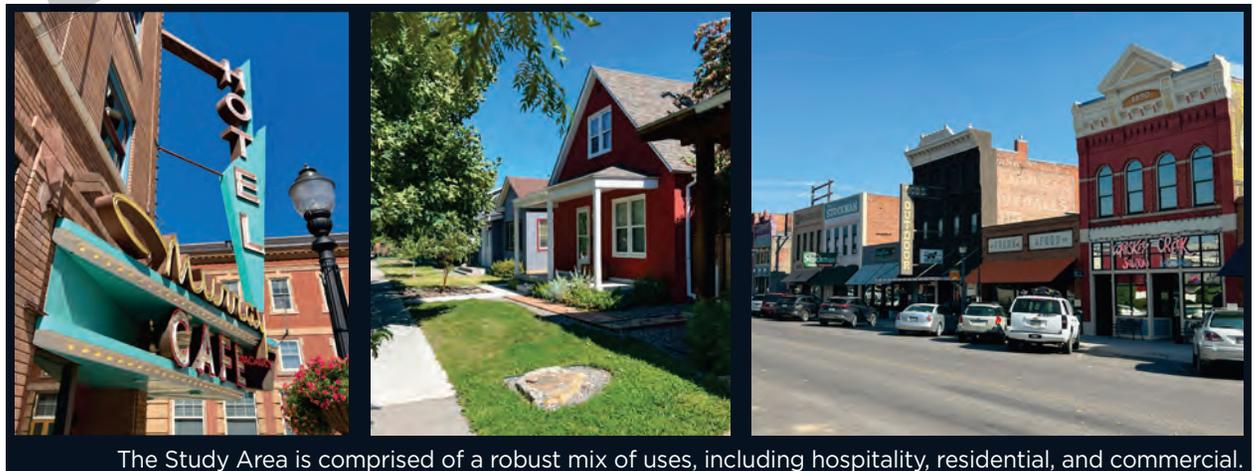
Studying the types of businesses and industries that comprise those statistics, the findings reflected the following:

Most prevalent Business Types in the Study Area -

- Retail Trade (55)
- Professional Services (32)
- Accommodation / Food Service (25)
- Health Care (25)

Largest Industries by Employment -

- Public Administration (505)
- Retail Trade (352)
- Education (352)
- Accommodation / Food Service (157)
- Finance / Insurance (144)

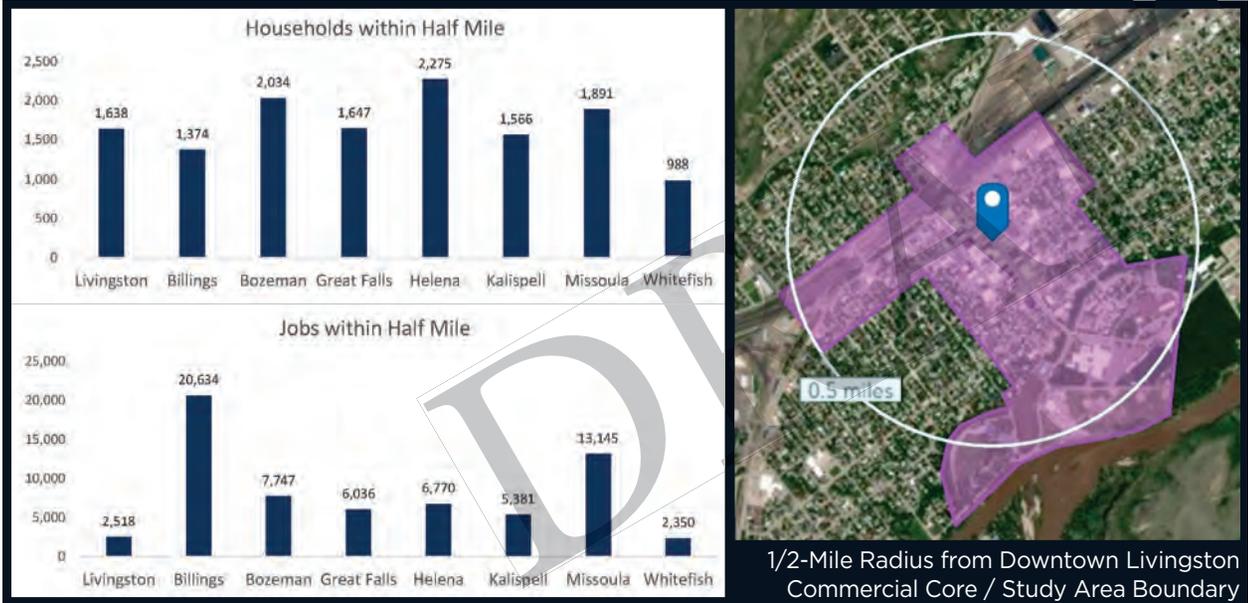


The Study Area is comprised of a robust mix of uses, including hospitality, residential, and commercial.

PLAN BACKGROUND

PEER COMMUNITY COMPARISON

Identifying and studying communities with a similar composition of households and jobs inside their Downtowns can provide a shortlist of applicable communities to look to for inspiration and insight into how they may have wrestled with, and addressed, challenges comparable to those in the City of Livingston. Because the Study Area for this Master Plan spans roughly a half-mile radius from the center of the commercial core, potential Peer Communities that were explored also were assessed within that half-mile radius from their commercial cores.



Based upon this research, Downtown Livingston has a comparable number of Households within a half-mile radius of its commercial core as several of the other communities identified, however, in terms of jobs within that same half-mile radius, Downtown Livingston has a significantly lower number than nearly all of the same communities.

VISITATION TRENDS

Following the COVID-19 pandemic, National Parks have seen a notable uptick in seasonal visitation. For communities such as Livingston, this represents an opportunity to capitalize on that visitation to infuse additional tourism-driven revenue into the downtown.

Yellowstone National Park visitors, in particular, represent the following:

- An estimated 3,645,000 annual visitors to the area;
- 39% of whom spend the night in the Yellowstone area; with
- An average of 5.8 nights spent for overnight visitors.

In a corresponding trend, Lodging Tax collected in the Livingston Convention and Visitor's Bureau Area rose from an average of \$267,761 from 2015-2020 (topping out at \$297,629 in 2017) to \$519,818 in 2021 and \$500,610 in 2022. This significant increase only further reinforces that there is currently tremendous momentum and visitation interest in Downtown Livingston, and the opportunity for local economic growth is ripe.

PLAN BACKGROUND

A Housing Study, completed as a part of this Downtown Master Plan process (See Appendix), took a detailed look at the Economic & Demographic profile of the Downtown Area, and compared that to Real Estate Market conditions over the last ~10+ years. The study confirmed community feedback received throughout the process related to the need for attainable housing in the Downtown, identifying the following existing gaps in Housing, along with a projection of the corresponding future demand.

HOUSING NEEDS AND DEMAND

The population and housing stock in Livingston has been growing at a steady rate for the past 10-15 years. However, the cost and composition of the housing stock in Livingston has started to shift. The City attracted a greater share of new for-sale housing in the past decade, as for-rental housing has not kept pace and the number of rental units in the Downtown has even declined since 2010. Housing prices have also been increasing in the City, especially in the past 5 to 7 years. The median list price in the City has grown to \$637,500 and the average list price is over \$1 million. The median home price is now out of reach for residents earning 150% or less of the AMI (\$133,800 annually for a family of 4), which is 60% of owner-occupied households.

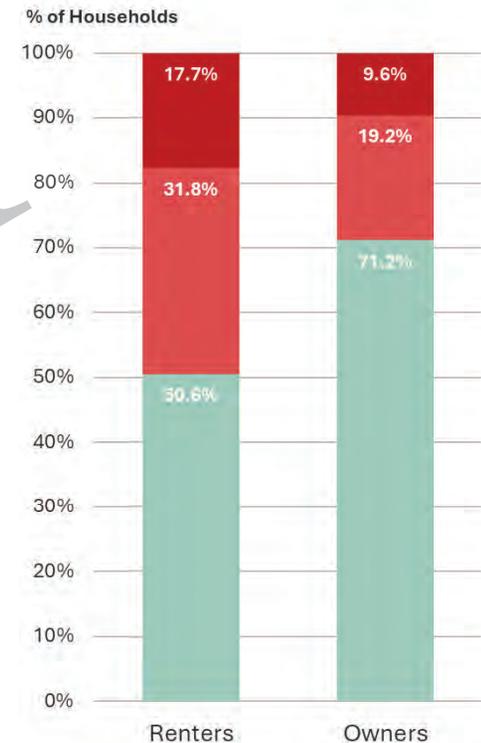
This growth in for-sale housing has occurred despite the employment growth in the City and Park County having been predominately in industries that pay average to below average wages. Since 2018, 80% of job growth in Park County has been in industries that equate to households earning less than 120% of AMI (\$90,000 to \$120,000 household income per year depending on households' size). During the past decade, the small inventory of traditional apartments in the City has grown only slightly. Housing availability and affordability have become more pressing issues, especially for renters.

Cost Burdened Households

Nearly half of renter households (49.5%) in Livingston are cost burdened, meaning they spend more than 30% of their income on rent, or severely cost burdened, meaning they spend more than 50% of their income on rent.

The median rental rate in the City has increased to \$1,900 per month. This rental rate is not affordable for households earning less than 100% of AMI, which is about 2/3rds of rental households in the City. In comparison, approximately 28.8 percent of households who own their homes are cost burdened. Because

homeowners typically have more stable housing and housing costs, a higher share of renter households are often more likely to be cost burdened.



Source: U.S. Census ACS 5-Year Estimates, Economic & Planning Systems

- Not Burdened
- Cost Burdened (30-49%)
- Severely Cost Burdened (>50%)

PLAN BACKGROUND

The City has also experienced growth in the number of seasonal residents and households. The housing vacancy rate for the City is 16 percent. Over half of these vacant homes are used as seasonal homes or rentals. The City has attracted recent housing development in multifamily housing with new for-rent and for-sale housing projects occurring in the City (but outside of the Downtown Study Area). Rental rates for the new units have ranged from \$1,700 to \$2,000 per month, with some units above \$2,000 per month. The new multifamily condos built in the City have sold for under \$400,000, which has added more attainable for-sale housing for residents and workers.



Opportunities to add “gentle density” at the rear of a lot, while adaptively reusing an existing structure, is a method of subtly adding a diversity of units in a manner compatible with the existing block structure and development patterns in the Downtown.

Employment Driven Demand

The City of Livingston overall needs to continue to attract a diversity of housing product to the City to keep pace with employment driven demand. It is projected that Park County needs roughly 130 housing units annually to keep up with job growth at 2.0 percent per year. For reference, the average annual rate of growth since 2010 has been 0.9 percent in the City of Livingston. More attached and multifamily housing can help provide a greater diversity of options that are often more affordable than detached single family homes. The demand for more rental options affordable to the City’s workforce is the most pressing need for the community.

Downtown can help play an important role in supporting housing diversity as it is the place that is best suited for more dense housing product. Based on these county housing demand projections, Livingston can support approximately 85 new housing units per year over the next 10 years to keep pace with workforce demands. Using past construction trends and that employment growth expectation, the following is an estimated unit mix reflecting that projected housing demand - showing a mix of Single Family, Missing Middle (Townhome/Triplex/Duplex), and Multifamily housing need, with a greater share demand for attached and multifamily housing.

Description	Factors	2022-2026	2027-2032	Total	Annual
New Unit Demand in Livingston	85/yr.	425	425	850	85
Livingston Construction Projection					
Single-Family (Detached)	40.0%	170	170	340	34
Townhome/Triplex/Duplex	20.0%	85	85	170	17
Multifamily	40.0%	170	170	340	34
Total	100.0%	425	425	850	85

[1] Mobile homes and other miscellaneous housing types are not included

Source: Economic & Planning Systems

PLANNING PROCESS

A COMMUNITY-LED VISION

The roughly year-long planning process was “soft launched” in July 2023 - with the debut of a webpage hosted on the Livingston Business Improvement District’s (LBID) website (www.downtownlivingston.org), and a Preliminary Visioning Survey.

An emphasis of the process was to ensure that the vision, and the resulting Plan, were truly reflective of the Livingston community. In order to meet this charge, efforts were made to reach a diverse set of stakeholders, including both the local community, as well as Park County residents and visitors to the Downtown. Targeted demographics included local business and property owners, developments, members of local non-profit organizations, youth and seniors in the community. To solicit input from those stakeholders, and incorporate their feedback into the overall community-led vision, a variety of touch points were employed, including:

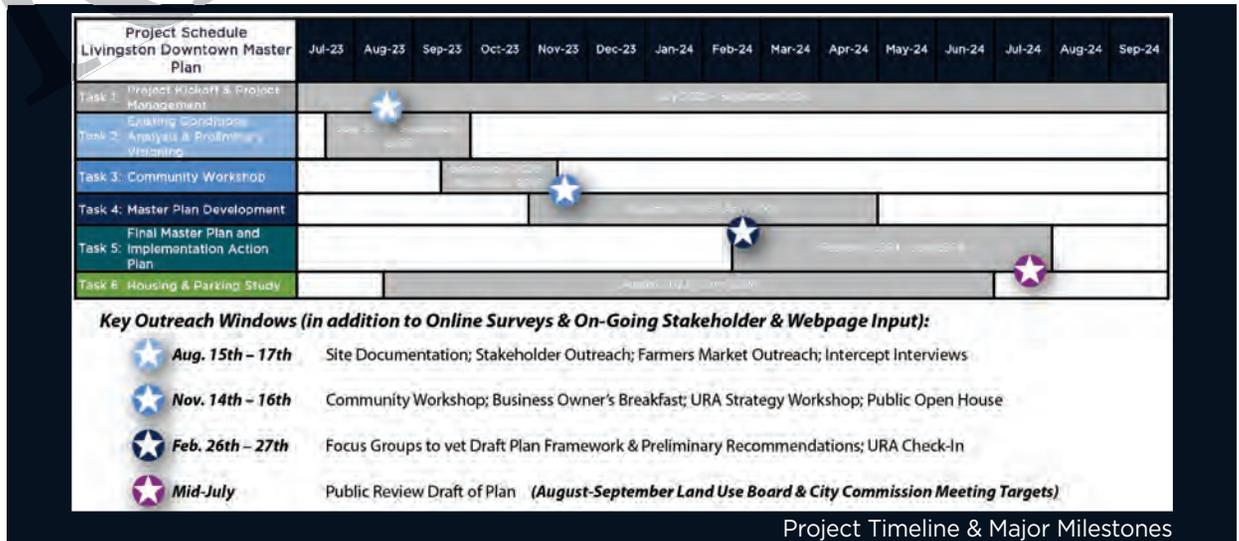
- “Intercepts” at community events
- Stakeholder Interview phone calls & Zoom meetings
- Email correspondence
- Surveys - online and hard-copy
- Study Area Walking Tours
- A Community Workshop/Charrette

- A Business Owner Breakfast
- A Public Open House
- Focus Group Meetings
- Presentations at Public Meetings - City Commission & URA Board
- A 24/7 “Share Your Ideas” Online Interface

Those various engagement methods were employed throughout the process, but there were three “Key Outreach Windows” (see Project Timeline graphic below) in which a number of touch points were scheduled over consecutive days, in order to generate additional interest and momentum, and to consolidate the ask of more robust and active public participation.

PRELIMINARY VISIONING

A Preliminary Visioning Survey was launched in July 2023 through promotion at City events coinciding with Independence Day, fliers posted at local businesses, introductory project presentations as public meetings with the URA Board and City Commission, a booth at the mid-August Farmer’s Market, through the project website, the City Manager’s newsletter, and email distribution lists. Applicable to an audience including Livingston residents, Park County residents, and visitors, the survey primarily focused on assessing the frequency of Downtown visits, soliciting reasons for Downtown visits, identifying assets in the Downtown, asking for ways



Project Timeline & Major Milestones

VISIONING & PUBLIC ENGAGEMENT

in which the Downtown experience could be improved, and finally, asking Livingston and/or Park County residents to provide their personal vision for Downtown Livingston in one word. The most frequent response to that one-word vision - "Community" - echoed similar sentiments expressed in the citywide Growth Policy effort in 2021, as well as responses to a prompt for a one word "favorite part of Downtown Livingston" (see Word Clouds below).

The survey was offered via the website using an online interface, but was also distributed as a hard copy version in key locations (such as the Park County Senior Center) to help reach those that may not have access to, or a level of comfort with, the online interface. Over 390 individual respondents participated across both formats, and a wealth of open-ended inputs were collected, in addition to the specific prompts contained within the survey.

Those who identified as residents of Livingston and/or Park County were asked, "What brings you to Downtown Livingston most often?" Their top 3 responses were "Dining," "Shopping," and "Events," with "Socializing with my community" in a close 4th. This greatly reinforced a sentiment of the Downtown's role as primarily an entertainment hub for the community. Visitor respondents also indicated that "Events" were a strong draw for coming to Downtown Livingston.



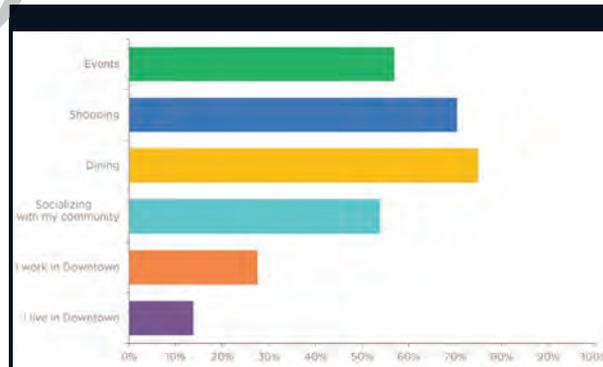
Locals' "One-Word Vision" responses [most frequent responses shown in larger, bolder typeface]



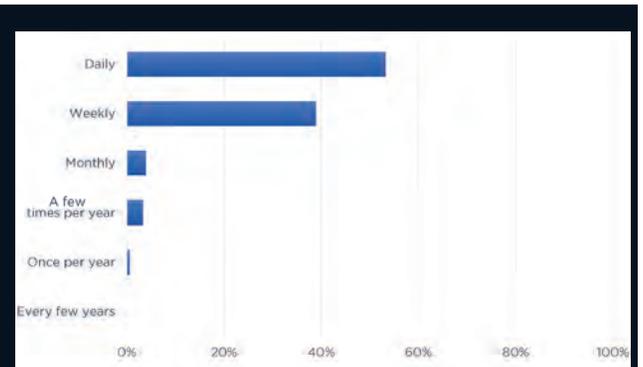
Locals' "One-Word Vision" responses [most frequent responses shown in larger, bolder typeface]

Of those who participated, 77% identified as Livingston residents, 15% identified as a resident of a surrounding community in Park County, and 8% identified as a visitor to the Downtown from outside Park County. About 1/3rd of participants indicated that they live and/or work in the Downtown.

In terms of frequency of visitation, approximately 92% of those same respondents said they spend time in Downtown Livingston at least weekly, showing a consistent visitation from locals. (See charts below.) Conversely, over half of visitor respondents said they only visit a few times per year.



Locals' reasons for visiting Downtown Livingston



Locals' frequency of visits to Downtown Livingston

VISIONING & PUBLIC ENGAGEMENT

PRELIMINARY VISIONING - KEY TAKEAWAYS

Based upon all of the inputs from the Preliminary Visioning Survey, as well as all aggregated and summarized inputs from all of the other outreach conducted, a Results Summary was produced, which articulated the following Key Takeaways:

- A strong emphasis on the community, as well as an appreciation of the history/historic architecture/main street character & charm in the Downtown
- Reinforcing the favorite part of Downtown, a desire to maintain and preserve the community and character, while making it more vibrant and accessible (including from a parking standpoint)
- Sampling of Consistent Themes of “One Thing to Improve” shown at right

WELCOME VISITORS; PLAN FOR LOCAL NEEDS

One nuanced sentiment that was consistently expressed throughout the entirety of the Preliminary Visioning phase was a desire to prioritize local needs first, while still welcoming visitors. The thinking was that if Downtown can thrive as a place that locals will dependably visit and patronize, then tourist patrons will only further contribute to, and enhance, the Downtown’s vitality and resilience.

Sampling of Consistent Themes from Preliminary Visioning’s “One Thing to Improve” Responses

1. Master Plan Introduction

VISIONING & PUBLIC ENGAGEMENT



Community Workshop / Charrette Presentation



Community Workshop / Charrette Small Group Participants



Community Workshop / Charrette Presentation

COMMUNITY WORKSHOP / CHARRETTE

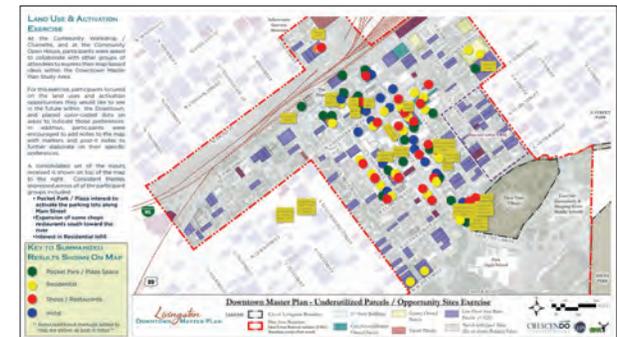
On Tuesday, November 14, 2023, from 5:00 - 7:00 pm, the City of Livingston hosted a public Community Workshop / Charrette at the Livingston Depot Center - the 1902 Northern Pacific railway station, located right in the heart of Downtown Livingston. Over 55 community members were in attendance, in addition to City Staff and consultant team members.

The workshop began with a Map Gallery / Open House session, where participants were encouraged to mingle with fellow community members, viewing maps and boards of Existing Conditions analysis, Early Takeaways, and Emerging Ideas, providing some initial feedback and asking questions of the City Staff and consultant team. Next, members of the consultant team delivered a presentation, highlighting the vision of the community during the Growth Policy process; the study area, scope and preliminary timeline for the Downtown Master Plan effort; demographic and economic conditions in the Downtown, and a selection of peer communities; and emerging Vision Themes based on the community input received to date. Following the presentation, participants were asked to work collaboratively in small groups to complete four map-based Charrette

exercises. Each group was asked to use sticker dots, post-it notes, markers and pens to mark up the maps with their collective input. The first exercise focused on Land Use & Activation; the second focused on Key Connections; the third focused on Parking Management; and the fourth focused on Art, Amenities & Events.

Following the completion of the exercises, the consultant team discussed next steps for the project, and then participants were encouraged to walk around and view other small groups' exercise results.

Preliminary results from the Community Workshop / Charrette were then presented on Wednesday, November 15th, at a public joint session of the then, Planning Board & Zoning Commission (now reestablished as the as the Consolidated Land Use Board).



Compilation of Land Use Exercise Results from Community Workshop / Charrette

VISIONING & PUBLIC ENGAGEMENT

BUSINESS OWNER BREAKFAST

The morning of Wednesday, November 15, 2023, from 7:00 - 8:30 am, the City of Livingston hosted a Business Owner Breakfast, at the Northern Pacific Beanery. The intent for this early morning engagement session was to provide an opportunity for local Business Owners to participate in the Downtown Master Plan process, outside of their normal operating hours, so they would not have to compromise their operations. Over 35 Business Owners attended the breakfast working session, where the consultant team presented much of the information from the previous night's Community Workshop / Charrette, with a greater focus on economic and business conditions in the Downtown. Following the presentation, the consultant team facilitated a discussion with all in attendance to identify - from a business owner perspective - the strengths, weaknesses, opportunities and threats to the Downtown. Finally, business owners were asked to identify the one change / improvement they would most like to see in the Downtown, with consistent themes revolving around:

- Greater collaboration and cross-promotion among businesses
- Infill & 2nd-story (specifically, housing) development
- A cleaner, more vibrant environment

URA STRATEGY WORKSHOP

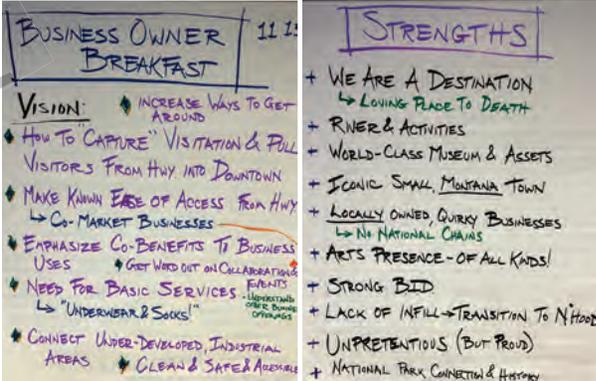
In addition to engaging the broader community in mid-November 2023, the consultant team also conducted an initial Strategy Workshop with the Urban Renewal Agency (URA) Board on Tuesday, November 14, 2023. Given the strategic alignment of the Downtown Master Plan study area with the Urban Renewal District boundary, the URA is poised to be a critical implementation partner for recommendations coming out of this Downtown Master Plan effort.

The Strategy Workshop, therefore, focused on the role of the URA in the Downtown, how URAs in the state of Montana have a wide range of potential actions that can make use of Tax Increment Financing (TIF) funds, and what programs URAs in other Montana communities have decided to invest in. URA Board Members then discussed their individual visions for the Downtown and for the URA's role in support of that vision. From a vision standpoint, key themes from the URA Board were:

- Supporting local business & ownership
- Activating downtown (living, working, visiting)
- Better connecting downtown's assets
- Ensuring the downtown is an inviting place to be



Business Owner Breakfast Attendees at the Beanery



Sampling of Business Owner Breakfast feedback



Business Owner Breakfast Discussion

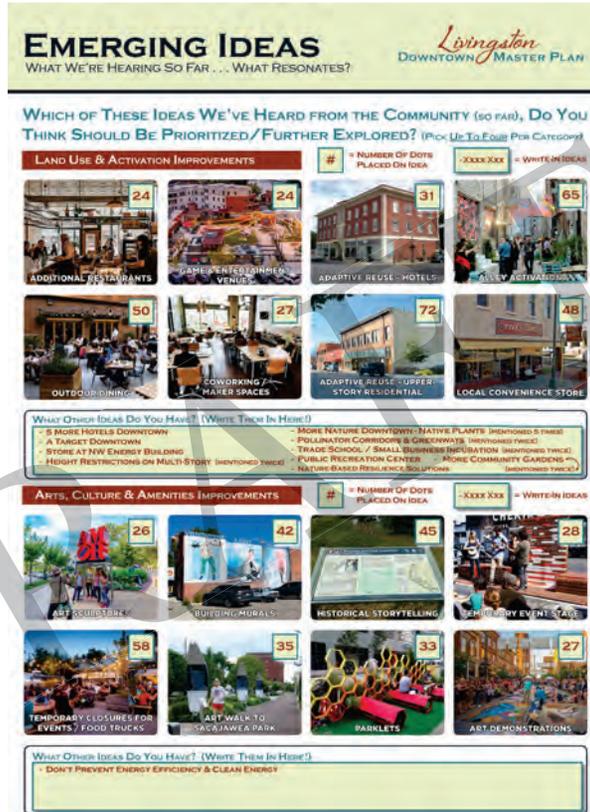
VISIONING & PUBLIC ENGAGEMENT

EMERGING IDEAS SURVEY

Acknowledging that not all community members have the interest or availability to participate in the variety of in-person engagement events that were offered, the project team felt it was important to offer additional opportunities for community members to provide feedback on the same materials in other venues/methods.

One such additional opportunity was the creation of an Emerging Ideas survey to replicate the feedback that was solicited at the Community Workshop / Charrette and the Public Open House. The survey was offered in an online format, which was shared with the project's email distribution list and posted on the website, as well as a hard copy format, which was specifically deployed at the Park County Senior Center, as well as a community bike event in the Downtown.

Feedback collected from the Emerging Ideas survey was then aggregated with the feedback collected on those same inputs from the in-person events.



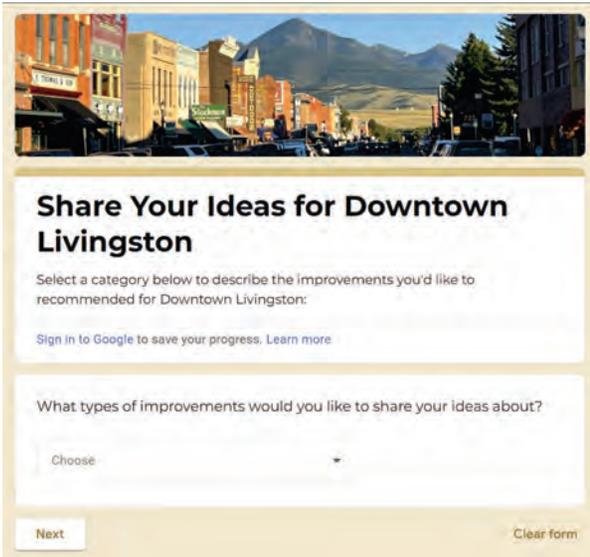
Emerging Ideas Survey Results



Emerging Ideas Survey Results

VISIONING & PUBLIC ENGAGEMENT

“SHARE YOUR IDEAS” INTERFACE



Screenshot of “Share Your Ideas” Interface widget

One community-driven engagement method that provided great insight throughout the process was an online “Share Your Ideas” interface, where community members could contribute their ideas for the Downtown 24 hours per day, and 7 days per week. The desire for an “all hours” engagement interface was an idea that was mentioned at a number of the in-person engagement events, including the Farmers Market, the Community Workshop / Charrette, and the Public Open House. Multiple community members mentioned that a great idea often comes to them at times outside of scheduled engagement events, and having to send an email to City Staff and/or the consultant team can be an intimidating barrier to contributing that idea.

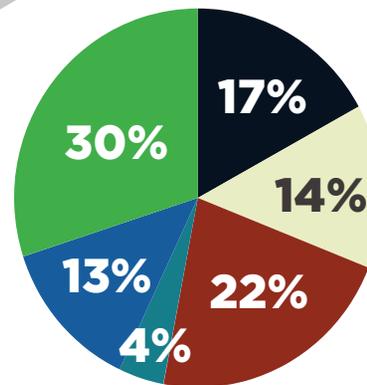
A simple form was added to the project webpage that prompted the user to choose a category for the type of improvement they would like to share ideas about, in one of the following categories:

- Streetscape & Mobility Improvements;
- Arts, Culture & Amenities Improvements;
- Parks & Open Space Improvements;
- Land Use & Activation Improvements;
- Community Assets; and
- Other

After selecting a category, participants were free to share open-ended input and ideas. Over 200 ideas were submitted through this interface by 140 participants.



Map Exercises at the City’s Farmers Market Booth



- Arts, Culture & Amenities Improvements
- Community Assets
- Land Use & Activation Improvements
- Other
- Parks & Open Space Improvements
- Streetscape & Mobility Improvements

Distribution of Responses by Category

VISIONING & PUBLIC ENGAGEMENT

FOCUS GROUPS

As all of the community input from the visioning stages of the process was translated into a preliminary draft of a Master Plan Framework, a series of topic-based Focus Groups were convened to solicit input on those “big ideas.” These topic-based Focus Groups, hosted in-person in the Green Door Gallery space at Wheatgrass Books on February 27, 2024, were organized into the following categories, in an effort to solicit input from a broad variety of perspectives:

- Environment & Active Transportation
- Housing & Development
- Business Owners
- Arts, Culture & History
- Economic Development & Tourism

The Focus Groups were comprised of dozens of community members who are advocates and subject matter experts in each of the topics, and generously gave their time and expertise to better inform plan recommendations.

Focus Group participants were presented with a preliminary draft of the Master Plan Framework diagram, while the consultant team explained the physical locations and scope of each of the recommendations illustrated on the diagram. A discussion on how to better align the framework with the community’s Vision Themes followed,

and participants were welcomed to mark up the diagrams with their feedback.

Another forum that functioned as a Focus Group meeting was a follow-up session on February 27, 2024 with the URA Board. During that public meeting, the consultant team presented a draft Strategy Framework to the URA Board that aligned with the preliminary draft of the Master Plan Framework, and solicited feedback and refinement from the Board to coincide with adoption of the Downtown Master Plan - better setting the URA up to be an impactful Plan implementor.

In addition to the more topic-based Focus Groups and the URA Board, an effort was made to specifically engage a set of youth voices in the community - an often underrepresented perspective in the more technical aspects of plan recommendations - during this stage of the process. With a Downtown Master Plan envisioning next 15-20 years, youth in the community will be some of the greatest beneficiaries of Downtown improvements. On February 28, 2024, a group of Park High School students generously spent some of their afternoon participating in a Focus Group conversation over Zoom, providing invaluable feedback on the preliminary draft of the Master Plan Framework.



Draft Plan Framework Diagram feedback



Draft Plan Framework Diagram feedback



Student participants from Park High Green Initiative

VISION THEMES

ESTABLISHING THE CHARGE

Through the wealth of ideas and input gleaned from the various forms of community engagement, a set of common Vision Themes emerged. These Vision Themes, though a higher-level set of ideas, can be thought of as the “charge” that the community has stated for what it would like to achieve for the future of its downtown.

The following five Vision Themes were consistently expressed desires throughout the process regarding the future of Downtown Livingston:



A mix of uses in the Downtown core helps to keep the public realm vibrant.



The Yellowstone River, Sacajawea Park & Miles Park are spectacular amenities in the Downtown area.



The Downtown has an already robust emphasis on the arts.

Diversify the Mix of Uses in the Downtown

- Serve the daily needs of locals with a variety of uses in the Downtown, while supplementing those uses with authentic interests for visitors.

Strengthen Connections to the Wealth of Assets

- Engage the rail history, the Yellowstone River & strengthen the gateway relationship to the National Park, with an emphasis on Heritage Tourism.

Right-Size Parking for Economic Vitality

- Ensure parking supply supports local business needs along with any future redevelopment.

Find Opportunities to bring the Parks into Downtown and provide better access from Downtown to the Parks

- Leverage the Downtown’s proximity to National Register of Historic Places amenities Sacajawea and Miles Park, and find ways to extend the beauty of the parks into the Downtown and while providing more comfortable access from Downtown into the parks.

Build Upon Arts/Culture/ Programming to continue to activate the Downtown as a critical “Third Place” for the community

- Celebrate Livingston’s unique history, character & local culture by making the Downtown the community’s gathering place, and the place visited most by community members after their home (“first place”) and work (“second place”).



TOPICS IN THIS CHAPTER:

- Master Plan Framework Recommendations
- Land Use, Building Form & Activation
- Streetscapes & Mobility
- Parks & Open Space
- Arts & Culture
- Economic Development & Housing

MOVING FROM VISION TO ACTION

Building upon the Vision Themes articulated by the community throughout the engagement process (and outlined in the previous chapter), the Master Plan framework diagram, and accompanying Master Plan Framework recommendations in this chapter, provide physical planning guidance on how to begin to move that vision toward action. This guidance is organized by five primary categories, the first four of which align with the categories for which the community provided input throughout the process - Land Use, Building Form & Activation; Streetscapes & Mobility; Parks & Open Space; and Arts & Culture. The fifth category, Economic Development & Housing, provides guidance on maintaining and growing the economic vitality of the downtown.

For each of the five categories, flexible guidance is provided on how to move forward to implement the vision - in some cases, through incremental steps and/or “quick wins,” and in other cases, through longer-term, strategic policies, initiatives, and investments.

More detailed, implementation-oriented projects and strategies to advance the Master Plan Framework are found in the next chapter’s Implementation Action Plan.

NOTE: For each of the recommendations that follow, the City will need to coordinate and adhere with state and federal standards for on-system routes - a category of roads that are updated annually by the Montana Department of Transportation (MDT).

MASTER PLAN FRAMEWORK RECOMMENDATIONS

Although the Master Plan Framework Recommendations are organized into five primary categories, the recommendations tend to be inextricably linked to recommendations in other categories. In this way, progressing a specific recommendation into implementation can represent progress for the City of Livingston across each of the four categories, and ultimately is a step toward realizing the Downtown Master Plan’s Vision Themes to: **Diversify the Mix of Uses in the Downtown; Strengthen Connections to the Wealth of Assets; Right-Size Parking for Economic Vitality; Find Opportunities to bring the Parks into Downtown and provide better access from Downtown to the Parks; Build Upon Arts/Culture/Programming to Continue to Activate Downtown.**

The five categories in which the recommendations are organized are: Land Use, Building Form & Activation; Streetscapes & Mobility; Parks & Open Space; Arts & Culture; and Economic Development & Housing. The following are the areas of emphasis for each of these categories - included in recommendations pages that follow in this chapter:

LAND USE, BUILDING FORM & ACTIVATION

- Building Height & Massing
- Building Form
- Use-Based Activation
- Spatial Activation

PARKS & OPEN SPACE

- Existing Parks
- Pocket Parks & Programmable Open Spaces
- Street Trees/Landscaping/Shade Opportunities
- Natural Environments

STREETSCAPE & MOBILITY

- Streetscape Improvements
- Enhanced Connectivity & Mobility Options
- Parking

ARTS & CULTURE

- Public Art & Storytelling
- Events & Amenities

ECONOMIC DEVELOPMENT & HOUSING

- Economic Development
- Housing

MASTER PLAN FRAMEWORK DIAGRAM

The Master Plan Framework Diagram on the following page is a graphic representation of the physical location of many of the Master Plan Framework recommendations. It is intended to illustrate how the recommendations, across each of the first four categories (Land Use, Built Form & Activation; Streetscapes & Mobility; Parks & Open Space; and Arts & Culture) are spatially interconnected and can work in concert to advance the realization of the community’s Vision Themes.

Economic Development guidance, and some of the more policy-oriented recommendations may not be represented on the diagram, as their spatial distribution may either be yet to be determined, or may impact the Downtown Study Area more holistically.

Similarly, some of the more geographically defined, project-based elements illustrated on the diagram may be mentioned at a high-level in this chapter, but then are explained and illustrated in greater detail in the Implementation Action Plan chapter that follows. Such projects are noted on the diagram and in this chapter.



Master Plan Framework Diagram [Study Area Boundary = - - - - -]

LAND USE, BUILDING FORM & ACTIVATION

BUILDING HEIGHT & MASSING

LU-1. Prioritize compatibility with the historic building fabric in the Central Business District, by introducing a height limit to the CBD Zone District in the upcoming Zoning Code Update.

(SEE MASTER PLAN FRAMEWORK DIAGRAM FOR RECOMMENDED LOCATIONS)

- Current “Maximum Height for all Buildings” in the CBD Zone District is “n/a.” Although unlikely that market conditions would support excessive height, clear communication with respect to community priorities should be contained in the Zoning Code. Therefore:
 - * Consider a 3-4 story height limit within existing Historic District boundary.
 - * Consider a 5-6 story height limit in the southern portion of Downtown around Main Street; natural topography sloping toward the river will help to minimize visual impacts to views from the north portion of Downtown (SEE MASSING SIMULATIONS AT RIGHT).
 - * Sensitive height and massing transitions should be prioritized along Clark Street, adjacent to existing single-family residential structures.
- For clarity, consider creating two CBD Zone Districts to clearly map the areas with different maximum height allowance, and to allow for additional massing requirements.

LU-2. Encourage building massing that engages the street to enhance the pedestrian experience, only setting back at the ground floor when providing an amenity such as patio seating, public art, or retail display space.

LU-3. Encourage building massing within the CBD Zone District that sets back at upper stories, to respect adjacent structures and maintain view corridors, especially along Main Street.

BUILDING FORM

LU-4. Prioritize uses with pedestrian-oriented forms by eliminating Highway Commercial zoning within the Downtown Master Plan Study Area, in favor of CBD or R-II zone districts.

(SEE MASTER PLAN FRAMEWORK DIAGRAM)

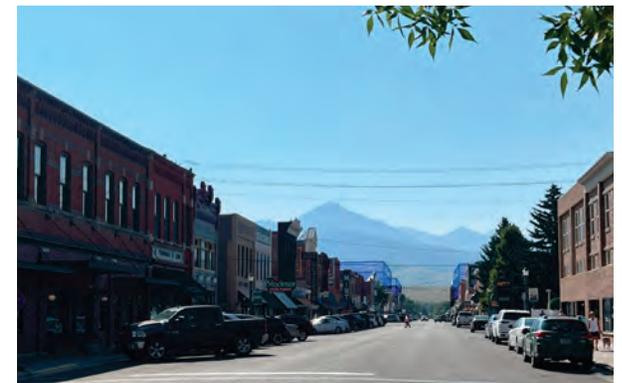
LU-5. Support compatible infill development on sites identified as priorities by the community, encouraging alignment with stated desired uses. (SEE MASTER PLAN FRAMEWORK DIAGRAM AND CH. 3 - PRIORITY INFILL/REDEVELOPMENT SITES)



Current Zoning Map to show Highway Commercial Parcels (in Blue) along key Park Street gateway experience



Massing simulation of 5-story volumes (red, in background) in southern portion of Downtown



Massing simulation of 6-story volumes (blue, in background) in southern portion of Downtown

LAND USE, BUILDING FORM & ACTIVATION



Cafe Seating / Outdoor Dining



Active Ground Floor Uses



Transparent & active ground floor frontages

LU-6. Promote Adaptive Reuse of existing structures to preserve the character of the Downtown environment, while allowing for a diversity of uses.

LU-7. Provide more specific design guidance in the upcoming Zone Code Update for Main Street within the Historic District.

- Introduce tools and improved processes to enable more thoughtful review of development proposals from the Historical Preservation Commission

LU-8. Encourage building forms in the Downtown with transparent ground floor frontages, allowing active uses inside to visually enliven the streetscape.

USE-BASED ACTIVATION

LU-9. Continue to support mixed-use development in the Downtown environment, with an emphasis on expanding housing availability.

- More consistent activity and residency within the Downtown is a benefit to all Downtown businesses.
- Recently annexed (and zoned Mixed-Use) View Vista Village should be prioritized as a location for continued residential uses.

LU-10. Encourage active ground floor uses that contribute to a vibrant Downtown environment throughout the day, and align such uses with any updates to the Zoning Code in the Downtown Study Area. (SEE MASTER PLAN FRAMEWORK DIAGRAM)

- Incentivize active ground floor uses particularly along the southern portions of Main Street and along Geyser Street, to extend the activity of Downtown toward the Yellowstone River, Sacajawea Park & Miles Park
- Applicable active uses should include:
 - * Ground floor retail;
 - * Dining establishments, such as restaurants, bars, and coffee shops;
 - * Commercial services for residents, such as yoga studios, barber shops, and child care;
 - * Makers spaces, art studios, breweries and distilleries; and
 - * Hotels and other hospitality uses.

LU-11. Accommodate cafe seating and outdoor dining in the public realm, when possible - maintaining a minimum 6' clear sidewalk space. (SEE ALSO LU-21, UNDER SPATIAL ACTIVATION, AND CH. 3 - REGULATORY TOOLS)

LAND USE, BUILDING FORM & ACTIVATION

LU-12. Work with tenants, landlords, and property owners to encourage Seasonal Use Agreements for retail spaces to maximize ground floor active uses and cultivate the desired mix of uses.

LU-13. Continue to pursue & incentivize upper story Adaptive Reuse.

- Upper story residential uses are desirable, given the need for housing in the Downtown, yet are costly, given the extent of plumbing, HVAC, and access renovations that may be required.
- When upper story residential uses are not feasible, office uses, makers spaces, and hospitality uses should be pursued, as additional activity is a benefit to the Downtown.

LU-14. Increase housing choice and diversity in Downtown with strategic Infill Development opportunities. (SEE CH.3 - HOUSING DEVELOPMENT)

- Explore forms of housing such as Live-Work units to serve a local trades workforce.

LU-15. Increase office space opportunities to meet the demand and help to activate the Downtown during the day.

LU-16. Provide public restrooms in the Downtown to enhance the resident and visitor experience.

- Particularly during high visitation, local businesses are strained to make their restroom facilities available to non-patrons.
- Consider piloting a temporary/mobile public restroom facility to identify an optimal location.
 - * Initial locations to consider would be the Depot Center linear park to accommodate visitors in particular, a location on Main Street, and in the publicly-owned parking lot adjacent to the Lincoln School (who has also expressed a willingness to make their restrooms available during temporary events).

LU-17. Identify and support a location for a “daily needs” use - drugstore, general store, local convenience store, etc. - on the south end of the Downtown.

LU-18. If a new Wellness Center provides new pool facilities, be intentional about activating the site of the existing pool with a community-oriented use.

- The location is a natural convergence point of some of the physical recommendations of this Plan - the 2nd Street Promenade, the Festival/Greenway Street, and a natural gateway to the river parks.
- A business incubator space, inclusive of a commercial kitchen, could activate the space and have ties to the Civic Center and Farmers Market events.



Public Restroom example in Steamboat Springs, CO.



The closure of Gray's General Store has amplified the need for that type of business use in the Downtown.



Alley Activation focused on surface treatments, pedestrian lighting and subtle landscape elements.

LAND USE, BUILDING FORM & ACTIVATION

SPATIAL ACTIVATION

LU-19. Encourage Alley Activation in the Downtown Study Area to enhance the attractiveness of the Downtown and provide other safe paths of pedestrian travel. (SEE MASTER PLAN FRAMEWORK DIAGRAM)

- Active alleys can include:
 - * Enhanced paving, landscaping, inclusion of public art, etc.
 - * Small-scale uses that open to the alley, as they would to the street;
 - * Delineated areas for passive pedestrian and bicycle movement.
- Thoughtfully accommodate trucks, deliveries, trash collection, and other business access needs.
 - * Coordinate such activities to try to consolidate access needs at a predictable, consistent time each day.

LU-20. Activate and amenitize areas along Front Street and Park Street, adjacent to the rail lines.

- Expand the programming of the space with Food Trucks, and temporary events for visitors and locals.
- Explore adding EV charging infrastructure at these highly visible visitor entry points.
- If passenger rail returns to Livingston, explore expanded parking along Front Street, with

ticketing kiosks and a potential pedestrian bridge to directly connect riders to and from Park Street.

LU-21. Explore the use of Parklets as a way to activate underutilized parking areas. (SEE REGULATORY TOOLS)

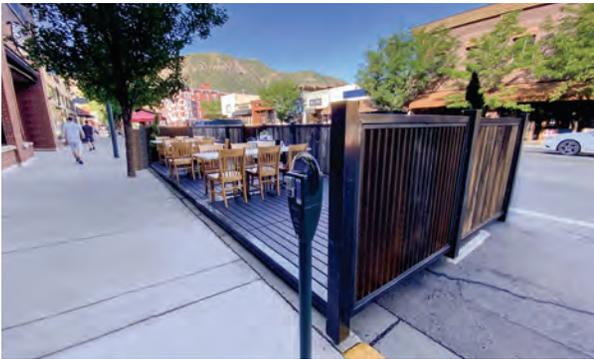
- Allow businesses to secure a permit to repurpose parking directly in front of the business for a Parklet.
- Parklets could include cafe seating for businesses, art installations, shaded seating for downtown patrons, etc.
- Parklets should have a consistent material palette, standard dimensions, be ADA accessible, and could be city-owned and leased to businesses.

LU-22. Establish a small fund dedicated to pilot projects / proof of concepts in the Downtown to foster entrepreneurial activation in the public realm.

LU-23. Leverage the already active Business Improvement District (BID) and Chamber of Commerce, and supplement with City resources to support additional programming.

- Create a coordinated Marketing Plan for the Downtown.

LU-24. Support Temporary Events as a way to keep the Downtown vibrant year-round. (SEE OPEN SPACES)



Use of a parklet - designed & fabricated by MODSTREET - to expand outdoor dining potential.



Parklets can be City-owned to ensure design consistency and then leased to local businesses.



Temporary Events such as a Food Truck night can help activate the Downtown environment.

STREETSCAPES & MOBILITY

STREETSCAPE IMPROVEMENTS

SM-1. Implement traffic calming measures within the Downtown to prioritize safety.

- Implement lower cost, temporary measures such as a neighborhood traffic circles during higher traffic and visitation seasons to evaluate the success of the intervention before installing permanent measures.
- Explore adding additional traffic control along highly trafficked corridors through the Downtown Study Area, such as Callender Street, to slow traffic entering the Downtown environment.
- Commit to permanent traffic calming measures in areas adjacent to the community’s most vulnerable users, such as near school facilities.
- Explore mid-block crossings in key locations of the Downtown, such as where alleys meet major streets, like the north end of Main Street, and along Callender, Lewis, Clark & Geyser between 2nd Street & Main Street and Main Street & B Street.
- Utilize visual signals such as painted crosswalks, accent paving, etc. to promote a safe and vibrant pedestrian environment.

SM-2. Work closely with the Montana Department of Transportation (MDT) to prioritize Park Street pedestrian safety improvements

(SEE PARK STREET IMPROVEMENTS).

SM-3. Prioritize a safe, family-oriented multimodal connection along 2nd Street connecting the Central Business District to the river parks. (SEE 2ND STREET PROMENADE & MASTER PLAN FRAMEWORK DIAGRAM)

SM-4. Introduce clear gateway elements at key entrances into Downtown to encourage visitation into the Downtown. (SEE WAYFINDING/GATEWAYS & PLAN FRAMEWORK)

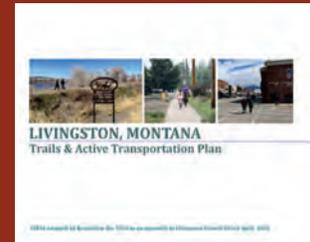
SM-5. Add curb-extensions/bulb-outs in limited high-priority, pedestrian safety-focused locations, and evaluate community response before expanding implementation.

- Curb-extensions at high-traffic locations should be designed with a gentler turning radius to help avoid damage from turning trucks.
- Leverage the City’s foresight in strategically locating storm drain inlets (in the recently rebuilt intersections project) so as not to preclude curb-extensions in the future.
- High-priority locations should be along Park Street at Main & 2nd Street; at Main Street and Clark Street to signal the entry of the Festival/Greenway Street (when implemented).



Temporary, neighborhood traffic circle.

TRAILS & ACTIVE TRANSPORTATION PLAN



In April 2022, the City of Livingston adopted its Trails & Active Transportation Plan as an appendix to

the Livingston Growth Policy. This detailed Plan is applicable to the entire City, but recommendations within the Downtown Master Plan Study Area served as foundational for several of the recommendations in this Plan. When implementing the Downtown Master Plan, the City should cross-reference the Trails & Active Transportation Plan to identify opportunities to broaden mobility by connecting to envisioned multimodal networks outside of the Study Area.

STREETSCAPES & MOBILITY



Mid-block crossings can help signal a priority of pedestrian safety in the Downtown environment.



Bulbouts with gentler turning radii and roll-up curbs in Downtown Whitefish, MT.



Provide signage to clearly communicate the intent of a higher-ease-of-use facility on roadways identified as Priority Bike Connections.

SM-6. Add pedestrian-scaled lighting on side streets in the Central Business District, particularly between 2nd Street & B Street along Callender Street, Lewis Street, Clark Street, & Geyser Street, to create a safer nighttime pedestrian environment.

- Consider pedestrian-scaled lighting along the south portion of Main Street, leading to the river parks. (SEE FESTIVAL/GREENWAY STREET)

SM-7. Minimize curb-cuts into the pedestrian environment, requiring new developments to take alley access when available.

ENHANCED CONNECTIVITY & MOBILITY OPTIONS

SM-8. Connect with safe and direct pedestrian & bicycle routes to key destinations for local residents. (SEE MASTER PLAN FRAMEWORK DIAGRAM)

- Enhance key corridors such as 5th Street, Yellowstone Street, 2nd Street, B Street (continuing to N. Main Street), Front Street, Lewis Street, and Geyser Street, which all connect adjacent neighborhoods to the Central Business District, the river parks, and community-serving destinations such as the Depot Center and the Shane Lalani Center for the Arts.

- When implemented, extend connections from the 2nd Street Promenade in the form of a multi-use trail along View Vista Drive, River Drive & the Yellowstone River frontage.

SM-9. Enhance connectivity to the residential neighborhoods north of Downtown by lessening the rail barrier.

- Improve the quality of crossings at 5th Street and at the Main to B Street underpass.
- Explore grade-separated crossing potential over the rail.
 - * Explore the potential of 8th Street, near the Washington School (outside of Study Area), as an opportunity for a longer-term bike/pedestrian crossing on the west side of Downtown.

SM-10. Create unique streetscape environments to visually signal prioritization of pedestrians and cyclists on key roadways. (SEE 2ND STREET PROMENADE, PARK STREET IMPROVEMENTS, AND FESTIVAL/GREENWAY STREET)

SM-11. Explore treatments for higher ease-of-use bicycle facilities (i.e. Bike Boulevards) on roadways that have wider rights-of-way and/or are identified Priority Bike Connections. (SEE MASTER PLAN FRAMEWORK DIAGRAM)

STREETSCAPES & MOBILITY

SM-12. Provide bike parking at key intersections, adjacent to businesses along bike routes, and where bike routes intersect the Downtown Study Area.

SM-13. Provide wayfinding to enhance connectivity, but resist over-populating the streetscape environment.

- Include wayfinding within Sacajawea Park and Miles Park, as well as along the levee trail to better promote the available amenities within the parks.

SM-14. Prioritize an improved and separated, non-motorized trail along McGee Drive to enhance connectivity and safety in Sacajawea Park. (SEE MASTER PLAN FRAMEWORK DIAGRAM)

SM-15. Complete a Corridor Study on Park Street to inform enhancements to corridor-wide pedestrian connectivity and prioritize a connection across Park Street at 2nd Street.

SM-16. Perform a Bicycle and Pedestrian Safety Evaluation every two years for the Downtown Study Area.

- Include a crash data summary and present results to the City Commission to consider recommendations for improvements.

PARKING

SM-17. Optimize available parking within the Downtown Study Area. (SEE PARKING MANAGEMENT)

SM-18. Perform a parking assessment every two years to continue to assess the evolving parking needs of the Downtown business and resident communities.

- In addition to a parking demand and utilization analysis, the Parking Study should engage key stakeholders such as the local business community.
- Parking Management strategies used in the previous two years should be evaluated for their impact, and the Parking Study should make recommendations for deploying additional Parking Management strategies, as appropriate.

SM-19. Continue enforcement of parking time limits within the Central Business District to promote turnover and increased potential for local business patronage. (SEE PARKING MANAGEMENT)

SM-20. Expand EV charging opportunities in areas with high tourist parking in the Downtown.

- Visitors driving electric vehicles are likely to patronize Downtown businesses while awaiting a charge.



Dedicated bike parking, such as a bike corral, can double as a public art opportunity at key locations.



Smaller scale bike & pedestrian wayfinding can effectively direct users, without visual clutter.



Pedestrian connectivity across Park Street - particularly at 2nd Street - is challenging.

STREETSCAPES & MOBILITY



Consistent directional signage for public parking can promote more efficient parking usage in the Downtown.



Consolidated, signed parking for Downtown employees with permits.



Angled parking in select locations along east-west streets, such as what exists on Clark Street, can help to subtly increase parking capacity in the Downtown.

SM-21. Consider recalibrating parking requirements by use in the CBD in the upcoming Zoning Code Update. (SEE REGULATORY TOOLS)

- Retain the requirement for commercial enterprises in the Central Business District to meet only 50% of the parking space requirements.
- Revisit apartment unit requirements in the Central Business District (currently at full parking requirement)
 - * Consider allowing less than the current 1 space per unit, letting the market demand inform design decisions.

SM-22. Leverage wayfinding signage opportunities to direct Downtown visitors to nearby available parking. (SEE WAYFINDING & GATEWAY TREATMENTS)

- Such signage should communicate distance in blocks or in time it would take to walk, in order to make parking a short distance away seem less daunting.

SM-23. Work with local businesses to coordinate consolidated areas for employee parking that allow more proximate parking to be utilized by potential patrons.

- Consider City acquisition of a well-located, underutilized private parking lot for such a purpose.

- Consider permit-only parking for employees of the Downtown in select locations.

SM-24. Explore additional angled parking opportunities, if necessary, along east-west streets in the north portion of the Downtown.

- To subtly increase available parking capacity, some parallel parking could be switched to angled parking in between 2nd Street and B Street, as happens along Clark Street to the south.

SM-25. Establish a permit program to allow businesses in commercial areas to repurpose parking directly in front of their business for Parklets, if desired. (SEE LU-21 IN SPATIAL ACTIVATION & REGULATORY TOOLS)

- Initial offerings for permits should be located in areas of the Downtown where parking utilization is consistently lower.
- Future Parking Studies should provide guidance on an optimal number of parklets (calibrated by the anticipated loss of parking spaces) and specific blocks within the Downtown where permits will be available.

PARKS & OPEN SPACE

EXISTING PARKS

- PS-1. Future Parks Master Planning efforts should calibrate/right-size park uses & amenities.**
- PS-2. Prioritize connections and access to existing parks.**
- PS-3. Incorporate active nature play elements into existing parks as a means of highlighting the natural environment in Downtown park spaces.**

local businesses & restaurants, further activating each use.

- PS-7. Explore Pocket Park and/or Activated Alley conditions in select residential areas, with neighborhood support.**
- PS-8. In the absence of available land, utilize temporary options such as Parklets to provide areas of respite in the Downtown. (SEE LU-21 IN SPATIAL ACTIVATION & REGULATORY TOOLS)**



Incorporate Active Nature Play environments

POCKET PARKS & PROGRAMMABLE OPEN SPACES

- PS-4. Consider acquisition of underutilized or empty lots for long-term conversion to permanent parks or public spaces, as well as short-term pocket/pop-up parks. (SEE MASTER PLAN FRAMEWORK DIAGRAM)**

- PS-9. Prioritize the creation of a Festival/Greenway Street along the south portion of Main Street and continuing down to Civic Center as a means of better connecting the Downtown to the river parks. (SEE MASTER PLAN FRAMEWORK DIAGRAM)**



Use underutilized lots as opportunities for short or long-term pocket parks

- PS-5. Encourage use of underutilized or publicly-owned parking lots for temporary events and activation. (SEE EVENTS & ACTIVITIES)**
 - Publicly-owned Parking Lot adjacent to the Lincoln School would be a good pilot candidate given the Lincoln School's willingness to make restroom facilities available during events.

- Leverage portal footers installed on Lewis Street during the 2018 CIP.

- PS-10. Revisit past plans for Callender Street between 2nd & Main Street to be a key closeable civic space in the Downtown. (SEE 2009 LIVINGSTON STREETSCAPE ENHANCEMENTS MASTER PLAN)**

- Leverage portal footers installed on Callender Street during the 2018 CIP.



Concept of Callender as a key civic space from 2009 Livingston Streetscape Enhancements Master Plan

PARKS & OPEN SPACE



Strategically placed street trees can maintain important view corridors while enhancing the street.



In the absence of street trees, seek opportunities to create shade in public spaces such as pocket parks.



Incorporating green infrastructure into the streetscape can beautify while also being functional.

STREET TREES / LANDSCAPING / SHADE OPPORTUNITIES

PS-11. Encourage trees, landscaped areas, furnishings, art and artistic elements, flexible shade structures, and other pedestrian amenities along streets and in all parks and public spaces.

PS-12. Utilize trees and landscaping as a way to visually connect the Downtown to Sacajawea Park, Miles Park and the Yellowstone River.

PS-13. Prioritize Street Trees in the short-term along the southern portions of Main Street to align with the Festival/Greenway Street concept, and along the east-west Side Streets in the Historic District. (SEE MASTER PLAN FRAMEWORK DIAGRAM & FESTIVAL/GREENWAY STREET)

- Longer-term, revisit interest for street trees on the northern portion of Main in the Downtown, being sensitive to maintaining the iconic views from Park Street. Small trees or landscaping in movable, potted planters could be used to create shade in the short-term.

PS-14. In instances where landscaping is difficult to grow/maintain, pursue physical art as an alternative.

NATURAL ENVIRONMENTS

PS-15. Consider opportunities to incorporate green infrastructure and low impact development into parks and public spaces.

- Consider bioretention areas and infiltration planters along the streetscape.
- Consider swales and rain gardens in parks.

PS-16. Reduce stormwater runoff by employing nature-based solutions such as permeable surfaces and stormwater swales in pocket parks (not within the right-of-way).

PS-17. Protect natural habitats along Fleshman Creek, the Yellowstone River, & within the parks.

PS-18. For future levee improvements, minimize impacts to Yellowstone River habitats.

PS-19. Create a clear maintenance plan for downtown outdoor spaces to minimize the impact of such spaces on the natural environment.

ARTS & CULTURE

PUBLIC ART & STORYTELLING

AC-1. Visually connect spaces within the Downtown to the City's river, railroad, natural, and cultural heritage, including interpretive elements such as signage and public art that educate and engage people in Livingston's history.

AC-2. Invest in unique placemaking and Heritage Tourism elements and experiences that encourage locals and visitors to wander comfortably from The Depot area to the Yellowstone River.

- Create an audio tour of the Downtown, including information about the history of the Livingston community, the railroad, the Historic District, the Yellowstone River, and the relationship to America's first National Park, and include QR codes at key locations such as the Chamber of Commerce & Visitor Information Center, the Depot, and the Yellowstone Gateway Museum.
- Consider creating a "passport" program of key destinations (i.e. the Yellowstone Gateway Museum, the Depot, etc.) within the Downtown Study Area that includes reduced admission and/or incentives to patronize local businesses.
- Develop an Art Walk along the 2nd Street Promenade that includes a variety of permanent and rotating

pieces, so that visitors and locals are enticed to take that route to Sacajawea & Miles Park from the Downtown. (SEE 2ND STREET PROMENADE)

AC-3. Explore the opportunity for a Sculpture Park, or significant art area by the Civic Center to be enjoyed by locals and to be a draw of additional visitation and activation to Sacajawea & Miles Park.

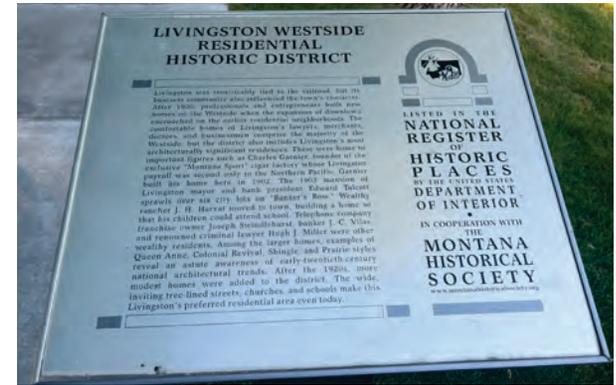
AC-4. Seek additional opportunities to expand the Mural Program on blank facades within the Downtown. (SEE MASTER PLAN FRAMEWORK DIAGRAM)

- Publish a Mural Tour brochure that can be distributed through hard copies and/or viewed on a mobile device.

AC-5. Incorporate Public Art into key gateways into the Downtown (SEE WAYFINDING & GATEWAYS)

AC-6. Support the continuation of the monthly Artwalk and find ways to convey the economic impact potential to adjacent businesses.

- Work with local businesses to create incentive programs and opportunities for cross-promotion at each of the galleries along the Artwalk.



Expand historical storytelling throughout the Downtown Study Area.



Blackfoot Pathways: Sculpture in the Wild installation at Tippet Rise Art Center in Lincoln, MT



Continue mural programming to enliven blank facades.

ARTS & CULTURE



Populate the Downtown with amenities that appeal to all ages.



Temporary events in the Downtown help to keep the area vibrant while building community.



Extending the already successful Farmers Market into the Downtown on occasion could bring increased visitation to the Downtown.

EVENTS & AMENITIES

AC-7. Incorporate amenities within the Downtown for all ages, interests and abilities to help serve aging population needs, but also all users.

AC-8. Support temporary events, short-term activation, and the expansion of Downtown amenities on underutilized lots within the Downtown.

- Eliminate regulatory barriers to facilitating temporary uses and/or activation.
- Establish a low-barrier to entry permit system for short-term activation.

AC-9. Establish a transparent and predictable approval process for events to be held within the right-of-way that would require a temporary street closure.

- Work with representatives from the BID and the Chamber of Commerce to establish a set of criteria to evaluate the economic benefits or challenges for adjacent businesses associated with a street closure for a temporary event.
- Require noticing to all businesses within 500' of an approved temporary street closure - at least two weeks in advance of the closure - so that staffing and/or marketing adjustments can be made by local businesses.

AC-10. Consider creating a semi-permanent Food Truck space at Depot Park and along the Festival/Greenway Street. (SEE REGULATORY TOOLS AND FESTIVAL/GREENWAY STREET)

AC-11. Consider extending the Farmers Market along the Festival/Greenway Street portion of Main and River Drive, when implemented.

AC-12. Incorporate recreational amenities along the riverwalk trail, such as outdoor fitness stations and picnic areas.

AC-13. Encourage citywide and local business participation in community building events, such as the annual MLK Day of Service.

AC-14. Find opportunities to support public art contests/exhibits to leverage the strength of the local artist scene and provide increased visibility to local art talent and entrepreneurs.

- An annual, themed temporary sculpture contest can be a way to build anticipation for locals and visitors and increase visitation in the Downtown.

ECONOMIC DEVELOPMENT & HOUSING

ECONOMIC DEVELOPMENT

ED-1. Attract and support businesses that add to the diversity of retail offerings, promote the entrepreneurial community, and provide goods and services that are needed by both residents and visitors.

- Attract and support retailers that provide everyday goods and services for residents such as fresh foods, convenience goods, and apparel.
- Identify and support the use of temporary businesses (e.g. food trucks or pop-up stores) that can help supplement demand during the peak visitor season.

ED-2. Provide and support a vibrant public realm and needed visitor and shopper amenities that can allow businesses to thrive.

- Orient parking rules and standards to encourage greater turnover of street parking and provide long-term parking options on the edges of the retail core of the Downtown. Continue recent parking enforcement efforts to ensure visitors and shoppers can find parking options within a block or two of their destination.
- Fund public improvements that enhance the visitor experience such as public restrooms, EV infrastructure, gathering spaces, outdoor seating, and beautification.

- Identify resources and capacity that can add to the services provided by the Business Improvement District.
- Require active ground floor uses along Main Street within the Downtown.

ED-3. Support new development and adaptive reuse of old buildings for uses that help support businesses and diversify the seasonality of visitors.

- Attract more hotel and lodging options in the Downtown including a new hotel and use of upper floor spaces for short-term rental units when cost prohibitive for long-term rentals.
- Support events and programs that attract visitors from the surrounding region during non-peak months.
- Support new housing development in the Downtown that is available to the local workforce.



The restored Grabow Hotel, provides high-quality, upper floor lodging to visitors of the Downtown.

DOWNTOWN SNAPSHOT

Businesses in Downtown Livingston are supported through multiple partner organizations. The Downtown Businesses formed a business improvement district to help with beautification, events, and marketing of downtown. The City's Urban Renewal Agency (URA) has its only tax increment district within the Downtown that can be a powerful tool to attract investment to the area. The Downtown Study Area has a unique mixture of businesses which are predominantly locally owned. This unique mixture creates a charm and draw for visitors. As a result, there is strong visitation in high tourism, summer/fall months to support businesses, however consistent demand in winter/spring off-seasons is more challenging and presents issues for business viability. Many businesses are challenged with hiring and retaining enough workers to support consistent, seven-day per week hours, even in busy months. Housing affordability, lack of mobility options, declines in workforce participation from younger residents have made worker availability a major challenge. Despite these challenges there is an opportunity to continue to diversify the business mix in the Downtown and grow off-peak demand.

ECONOMIC DEVELOPMENT & HOUSING

ED-4. Use the powers of the URA and tax increment to support reinvestment in existing buildings, attract people Downtown, and provide amenities to support vitality in the Downtown.

- Use tax increment as a funding support tool - with a focus on enhancing affordability - and not the primary funding source for projects. Set target percent for total URA funding as a percent of total project cost.
- Continue to provide URA grants for facade repair and building renovations that support existing businesses and property owners in the Downtown.
- Utilize tax increment funding to support the creation of residential units in the Downtown with a focus on existing building rehabilitation and creation of new workforce housing.



The original JCPenney building provides an example of successfully, and well-executed adaptive reuse.

- Utilize a portion of tax increment to support small scale projects that enhance public realm or support creation of public gathering spaces.
- Consider support for large scale development projects on a case-by-case basis requiring projects prove the project will only occur “but for” inclusion of Tax Increment Financing. Limit increment invested in projects to the amount generated by the project and require the project to provide a needed community benefit.

HOUSING

H-1. Encourage the development of new housing options in the Downtown to bring increased vitality.

- Allow greater flexibility for middle density housing and/or appropriately scaled Live-Work units in residential areas in the Downtown Study Area.
- Attract more long-term rental housing options in the Downtown. (SEE PRIORITY INFILL/REDEVELOPMENT SITES & HOUSING DEVELOPMENT.)

H-2. Proactively seek opportunities to create new housing units in the Downtown that are oriented and affordable to the City’s workforce.

- Provide regulatory and financial support and incentives for the

H-3. Identify publicly-owned sites that can be reused/redeveloped for housing.

- Consider the use of publicly-owned land that is currently underutilized by allowing for development housing on these sites.
- Work with other governmental partners, such as Park County, to identify publicly-owned sites in the Downtown that might be developed for housing or a mixture of uses that can accommodate public needs and allow for new housing.

H-4. Encourage the adaptive reuse of existing buildings into housing units and provide support for adaptive reuse projects that create housing oriented to the City’s workforce.

- The building stock in the downtown provides a unique character given its age and design but many of the buildings are in need of repair and outmoded for potential uses. Reinvestment in these buildings is needed and housing provides the most promising potential for reuse outside of well-located retail buildings.



TOPICS IN THIS CHAPTER:

- Regulatory Tools
- Priority Infill/ Redevelopment Sites
- Housing Development
- Streetscape Improvements
- Wayfinding & Gateways
- Parking Management

CATALYTIC PROJECTS & INITIATIVES

In addition to the more flexible guidance contained in the Chapter 2: Master Plan Framework Recommendations, this chapter highlights specific projects and initiatives that can further guide the City’s work program in implementing the community vision for the Downtown. Many of these more detailed, implementation-oriented projects and strategies will take time to see through to completion, as they are more resource-dependent initiatives. Each can benefit greatly, however, from the support of community champions and partners, and by focusing on a phased approach to implementation over time.

For each project or initiative in this chapter, short-term actions (1-2 years), medium-term actions (2-5 years), and long-term actions (5-10 years) have been identified. The matrix included at the end of the chapter provides a consolidated look at each effort’s timeframe, potential champions, partners and funding sources, and an indication of the relative order of magnitude cost.

A RECOMMENDATION ON DOWNTOWN MASTER PLAN UPDATES

While this Downtown Master Plan is intended to provide guidance to the City on implementing the community’s 20-year vision for the Downtown, there are - as always - unanticipated opportunities and challenges that will arise in the next two decades. Therefore, in an effort to extend the shelf life of this Downtown Master Plan document, it is recommended that the City assess its progress toward implementation at a regular interval (2-5 years). At that time, the City should consider making **responsive, strategic updates** to the Plan to optimize its ability to implement the community’s vision, rather than invest the time and resources in a wholly new Plan.

REGULATORY TOOLS

The introduction of, or refinement to, regulatory tools in the Downtown is an implementation action item that often provides less immediate physical change than a more catalytic project investment, but its impact can be wider-reaching and more comprehensive.

With an update to the City's Zoning Code on the horizon, many of the included actions for this topic are considered short-term, as they could happen concurrent with that update effort. The following recommendations and strategies provide guidance that the City of Livingston can use in refining its regulatory tools to more clearly communicate to private property owners the community's desired look and feel of Downtown. Regulatory documents, such as the City's Municipal Code, its Chapter 30 Zoning Ordinance, and Design Guidelines can be important tools in cultivating and curating the desired character and mix of uses in the Downtown.

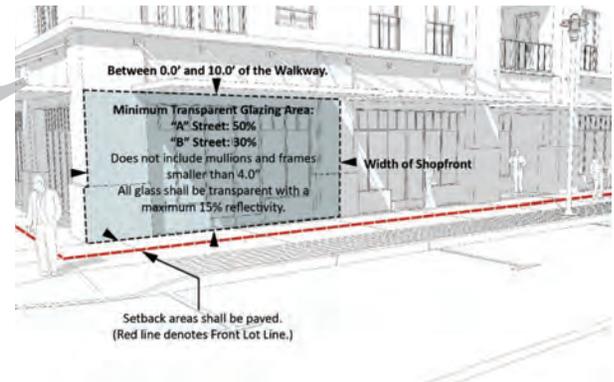
SHORT-TERM ACTIONS (1-2 YRS)

- **Establish a maximum height for key portions of the current Central Business District (CBD) zone district (See map at right).**
 - * Explore form-based zoning in a select portion of the Downtown area to ensure development and redevelopment supports a desired context-appropriate massing.

- **Reconsider the appropriateness of the Highway Commercial zone district designation in the Downtown area.**
 - * The permissiveness of auto-oriented uses in the Highway Commercial Zone District works against stated community priorities of a more walkable, pedestrian-focused Downtown environment that is compatible with the historic character of the commercial core.
- **Consider form-based zoning and/or Downtown Design Standards & Guidelines to promote greater design compatibility with the community's stated vision for the Downtown.**
 - * Although the Building Design Standards exist in the Zoning Code, they are not currently applicable to the Downtown Study Area.
- **Create a Design Standards and Guidelines document applicable to the Historic District, to be administered by the Historic Preservation Commission (HPC) to guide redevelopment in the historic core that is better aligned with the community vision.**
 - * Created in 1982, the Historic District Overlay Zoning Ordinance formed the HPC, and created its intents and purposes. Guidance today, however, is applied by using the U.S. Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and the area would benefit from more customized and predictable guidelines uniquely applicable to Livingston.



Map of areas recommended for height restriction guidance and/or form-based code application.



Example of Downtown Form-based Code Requirements

Materials

1. Install shutters made of solid-core polymers or durable hardwoods.
2. If it is not appropriate to install vinyl, nail-on, false wood graining, and pre-finished shutters.

Doors

Technical and Aesthetic Requirements

1. Suit doors and casings to building style.
2. Utilize stained or painted hardwood for exterior front doors or doors visible from a public way.
3. Compose garages with a single door for each vehicular entrance. It is not appropriate to use double doors.

Materials

1. It is not appropriate to use doors that are overly decorative and store-bought, plastic laminated, stamped metal, or leaded/beveled glass. Tropical hardwoods are not appropriate unless Forest Stewardship Council certified.

YES

NO

Yes - Single solid door
No - Premade "inserts" or "stuck" door

YES

NO

Succinct Historic Building Design Standards with visual examples promote more predictable outcomes.



Cafe seating in Helena facilitated through use of a parklet.



Great Falls' "pedlet" approach to maintaining a clear path of circulation and accommodating cafe seating.



A consistent area for lunchtime food trucks can help increase activity in the Downtown.

- **Consider amending the Municipal Code to ensure alignment with a desire to create a more active pedestrian experience along key corridors such as Main Street, 2nd Street, & B Street, and along east-west Streets from Park Street to Geyser Street.**

- * Promote the allowance of cafe seating for ground floor restaurant uses without overly restrictive requirements on the ground floor tenant.
- * Maintain at least 6' of continuous clear space on the sidewalk for pedestrian circulation.
- * Where adequate sidewalk space does not exist, encourage the use of Parklet or "Pedlet" spaces to facilitate the outdoor dining use.

- **Consider amending the Municipal Code to allow Food Trucks, and other means of temporary activation in the Downtown Area to have a more stable presence.**

- * Section 17-4.6 of the code limits "Sidewalk Vendors" to no more than four hours in any eight-hour period at one location, and considers one location the parking of a vehicle or other movable entity within 300 feet of the original location.
- * Consider identifying specific areas within the Downtown - i.e. the Depot Park, or specific underutilized or vacant lots, etc. - where longer durations can be allowed to support activity over multiple mealtimes (breakfast-lunch; lunch-dinner) and equip such areas with power and water hookups.

REGULATORY TOOLS

- * A predictable location with weekly or seasonal variety in the vendor offerings can help to entice residents and those passing through town to stop and attract patronage to other businesses in the Downtown during their visit.
- **Review the Municipal Code - and solicit input from the local development community - to identify opportunities to provide regulatory relief, density bonuses, and/or expedited processing for desired building forms.**
- * At this time, consider aligning those regulatory incentives with financial incentives, such as gap-funding support from the URA.

MEDIUM-TERM ACTIONS (2-5 YRS)

- **Convene a Developer's Roundtable and consider additional incentives for land uses within the Downtown not seeing the desired growth.**
- * Maintain an annual inventory of new development/redevelopment and the corresponding land uses being introduced to the Downtown.

PRIORITY INFILL / REDEVELOPMENT SITES

Downtown Livingston already benefits from a rich character and vibrant environment. In order to retain that vibrancy as the City evolves, highlighting investment opportunities within the Downtown, while aligning them with the community’s desired uses is key to fostering an environment that delivers on the community’s vision for the Downtown. A desire to diversity the mix of uses in the Downtown and strengthen connections to existing assets can be furthered through well-considered and strategic Infill and Redevelopment.

While Downtown’s greatest need, as stated by the community in this process, was housing - specifically at an attainable price point for the workforce (See Housing) - other uses that contribute to the vitality of, and activity in, Downtown are also of tremendous value.

Eight development opportunity sites were identified in the Downtown area through this process as community priorities for attracting compatible infill and redevelopment. Those opportunities, along with an illustration of all Underutilized Parcels / Opportunity Sites within the Downtown area are shown on the map on the following page.

SHORT-TERM ACTIONS (1-2 YRS)

- Focus business and investment attraction efforts to align with the following, which is an indication of the

desired community uses for each of these eight sites:

- 1 Corner of Main St. & Front St.**
* Desired Uses - Corner Store, Housing
- 2 Parking Lot behind Murray Hotel**
* Desired Uses - Housing/Mixed-Use Retail; Hospitality
- 3 Publicly-owned Parking Lot adjacent to Lincoln School**
* Desired Uses - Housing/Mixed-Use; Hospitality; Park/Open Space
- 4 Mid-block parcel on 2nd Street between Lewis St. & Clark St.**
* Desired Uses - Housing/Mixed-Use Office
- 5 Former Industrial Towel Site**
* Desired Uses - Housing/Mixed-Use
- 6 SE Corner of Clark St. & Main St.**
* Desired Uses - Housing/Mixed-Use; Dining
- 7 Former NW Energy Property**
* Desired Uses - Housing
- 8 Former Livingston Enterprise Property**
* Desired Uses - Multi-Generational Space; Arts Space; Hospitality

MEDIUM-TERM ACTIONS (2-5 YRS)

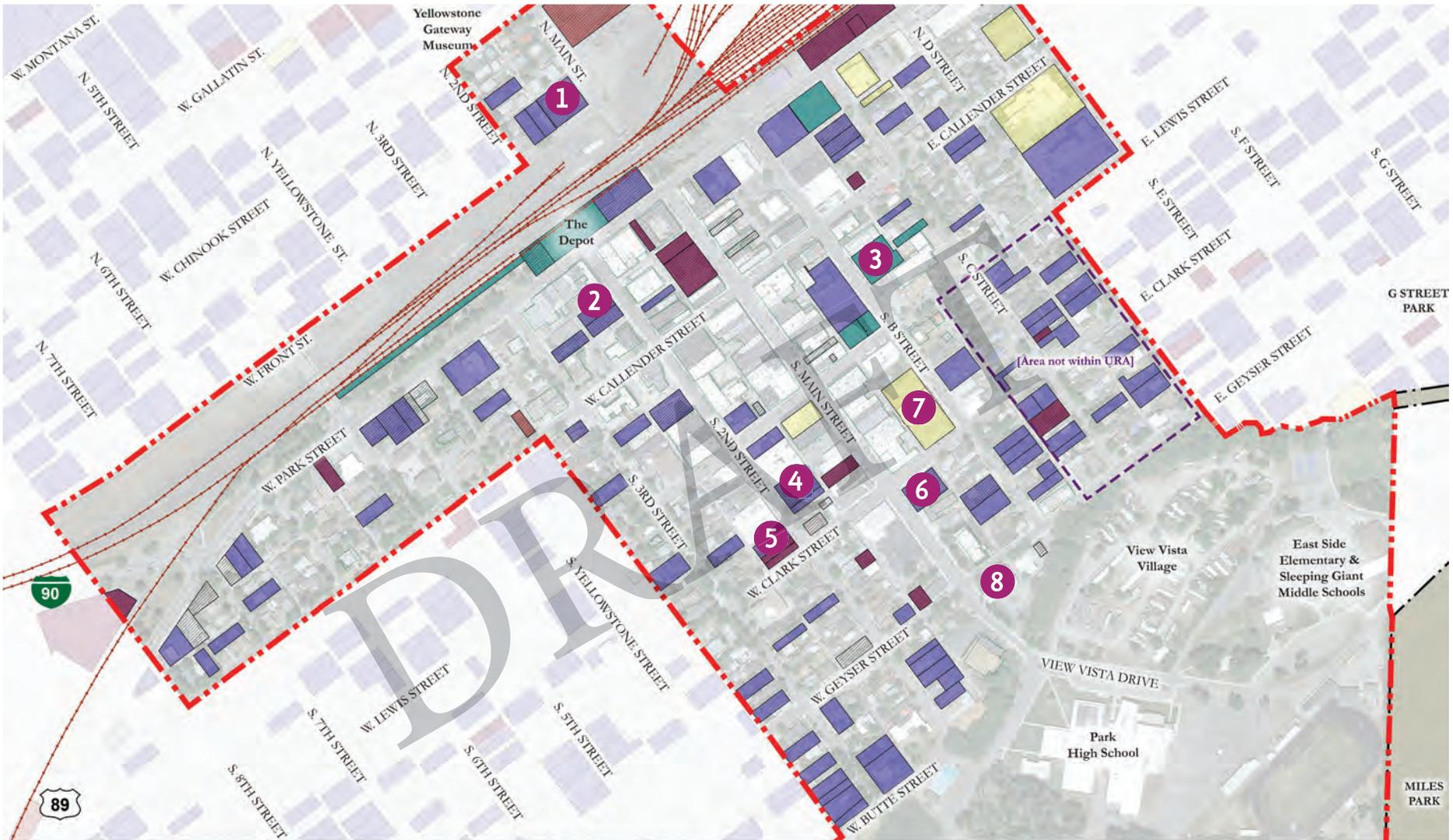
- Explore incentives, such as the use of TIF, other public funding, expedited review, or waived/reduced development fees to mitigate gaps in vision-aligned development concepts.

WHAT ARE UNDERUTILIZED PARCELS / OPPORTUNITY SITES?

This map on the following page illustrates an analysis performed on all parcels within the Downtown Master Plan study area. The intent is to “flag” the parcels that are most likely suited/ susceptible to redevelopment from a market standpoint, in an effort to spark a more deliberate community conversation about the opportunities these sites present in helping to achieve the community’s vision for Downtown Livingston.

The highlighted parcels on the map meet one or more of the following indicators that signal either underutilization and / or greater development opportunity (graphic representation shown in the legend):

- Publicly Owned Parcels
- Vacant Parcels
- Parcels with building square footages that are less than 25% of the size of the lot (“Low Floor Area Ratio Parcels”)
- Parcels with Land Value that is 2Xs (or more) the value of the building(s) on the lot



Downtown Master Plan - Underutilized Parcels / Opportunity Sites Analysis



LEGEND	City of Livingston Boundary	2+ Story Buildings	County Owned Parcels	Low Floor Area Ratio Parcels (< 0.25)
	Plan Area Boundary (Also Urban Renewal Authority [URA] Boundary, except where noted)	City/School District Owned Parcels	Vacant Parcels	Parcels with Land Value 2Xs (or more) Building Value

North arrow and scale bar (0, 50, 150, 300, 500 FEET). Logos for CRESCENDO PLANNING + DESIGN, EPS, and RPA.

Priority Infill / Redevelopment Sites identify from Underutilized Parcels / Opportunity Sites Analysis

HOUSING DEVELOPMENT

FEASIBILITY ANALYSIS

The feasibility of housing development in Downtown Livingston was analyzed to support the Downtown Master Plan. Potential housing types that are likely in demand in Downtown Livingston include multifamily condominium units, multifamily rental units, and for-sale townhomes. The feasibility of these housing product types were analyzed considering Downtown conditions (e.g. land prices, allowable density, and likely available development sites). The analysis identified that:

- All three of the housing prototypes tested did not generate sufficient returns to indicate they are feasible as modeled, which means financial support may be needed to attract significant new housing to downtown especially for housing affordable to the City's workforce.
- Medium to large scale vertical mixed use housing projects (i.e. greater than 20 units) will be a challenge to develop in the near future due to the feasibility gaps. Therefore, the attraction of condos and/or luxury housing units will need to be accommodated through

smaller projects likely involving adaptive reuse of existing buildings.

- The City would benefit from increased housing options in Downtown that are affordable to the city's workforce. New multifamily rental units and for-sale townhomes would provide increased options, but there are some feasibility gaps that may be addressed through use of regulatory and financial tools. Proactive efforts by the City, URA, and other partners can lead to the development of these types of projects.

FEASIBILITY ANALYSIS & MODELING

Based on the Housing Study that was completed as a part of this Downtown Master Plan process (See Appendix), and informed by additional outreach to the development/real estate community in Livingston, three housing prototypes were identified that are likely supportable in the Downtown.

The consultant team tested the feasibility of the following three prototypes - aligning with the housing types most likely in demand in the Downtown - on an example redevelopable lot in the Downtown Study Area, with detailed proforma modeling and conceptual building massing.

An "at-a-glance" summary of those results is included on the following page, but more detailed information can be found in the Housing Study which is included in the Appendix of this Downtown Master Plan.

Option 1	Option 2	Option 3
4-Story Mixed-Use Condo (Behind the Murray Hotel)	3-Story Walk-Up Apartment (NW Energy Lot)	3-Story Townhomes (Front Street Lot)
Mixed-Use	Mixed-Use	Mixed-Use
4-Story	3-Story	3-Story
Parking Garage	Tuck Under / Surface	Tuck Under / Surface

HOUSING DEVELOPMENT



4-Story; Mixed-Use Condo Massing Diagram

4-STORY MIXED-USE CONDO

The 4-story, mixed-use condominium building prototype consists of 24 residential units, including 4 penthouses, 3,000 square feet of ground floor retail space, and a parking garage with 30 spaces (a ratio of 1.25 spaces per unit). The average unit size is 2,200 square feet for penthouse units and 880 square feet for the other residential units. The net leasable building area is 26,400 square feet, and the gross building area is 29,520 square feet.

PROJECT RETURN AND GAP	
PROJECT COST	
Total Cost	\$15,851,924
Per GBA	\$487
Per Unit	\$660,497
STATIC EVALUATION	
Return on Cost	
Total Project Value	\$15,000,289
Total Project Cost	\$15,851,924
Project Return	-\$851,635
Return on Cost	-5.4%
Target	12.0%

Source: Economic & Planning Systems



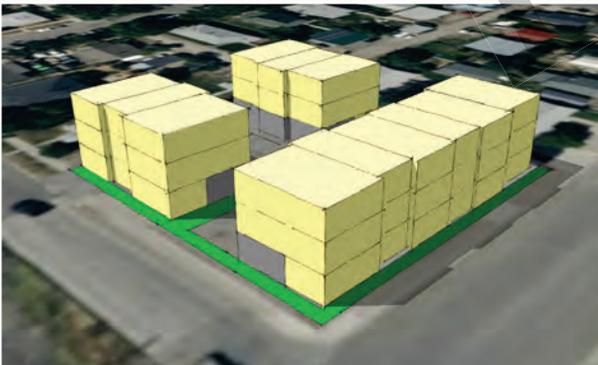
3-Story Walk-Up Apartment Massing Diagram

3-STORY WALK-UP APARTMENT

The 3-story apartment building prototype contains 42 rental units with an average unit size of 755 square feet. Parking includes 30 surface parking spaces and 22 tuck under spaces (a ratio of 1.24 spaces per unit). Out of the three development prototypes, this option was tested on the largest lot size. The building's gross area is 37,300 square feet, with a net leasable area of 31,705 square feet.

PROJECT RETURN AND GAP	
PROJECT COST	
Total Cost	\$12,366,086
Per GBA	\$332
Per Unit	\$294,431
STATIC EVALUATION	
Return on Cost	
Total Project Value	\$12,218,187
Total Project Cost	\$12,366,086
Project Return	\$963,408
Return on Cost	8.6%
Target	12.0%

Source: Economic & Planning Systems



3-Story Townhomes Massing Diagram

3-STORY TOWNHOMES

The third housing prototype analyzed includes 12 for-sale townhomes (with an average unit size of 1,667 square feet). These townhomes, located on a corner lot site, are 3-stories each with tuck under parking. The development has a gross area of 20,000 square feet, and since these are townhouse units, the net leasable area is also 20,000 square feet.

PROJECT RETURN AND GAP	
PROJECT COST	
Total Cost	\$5,411,314
Per GBA	\$271
Per Unit	\$450,943
STATIC EVALUATION	
Return on Cost	
Total Project Value	\$5,760,000
Total Project Cost	\$5,411,314
Project Return	\$348,686
Return on Cost	6.4%
Target	12.0%

Source: Economic & Planning Systems

STREETSCAPE IMPROVEMENTS - 2ND STREET PROMENADE

One of the most consistently expressed and supported Downtown improvement desires in this process was to create a clear and safe non-motorized connection from the Downtown core to the river parks (See Master Plan Framework Diagram and Streetscape & Mobility Recommendations). The 2nd Street Promenade would transform 2nd Street into a vibrant and active pedestrian and cycling corridor, with a dedicated facility on the east side of the roadway, providing residents and visitors with an engaging and comfortable route to and from Sacajawea & Miles Park's Yellowstone River frontage and the Downtown commercial core.

SHORT-TERM ACTIONS (1-2 YRS)

- **Pilot the 2nd Street Promenade along the existing streetscape, with lower cost means of implementation, and during the summer months, when maintenance needs of the streetscape are lessened.**
- * Prioritize short-term implementation of the 2nd Street Promenade concept from Callender Street to Butte Street, providing a direct connection from the core of the Downtown to the entry point of River Drive, bringing users more safely to the river parks, recreational, and school uses along the riverfront. (SEE SCOPE DIAGRAM ON FOLLOWING PAGE)
- * Lower cost implementation methods would include restriping of the

roadway to more efficiently delineate the two existing travel lanes, flanked by parallel parking, while freeing up 10' of space on the east side of the roadway to facilitate a multimodal facility. (SEE PROPOSED CYCLE TRACK CONFIGURATION ON FOLLOWING PAGE.) The 10' would include 8' of clear space for bicycle and pedestrian use, along with a 2' buffer, that would include the installation of flexible delineator posts to provide vertical separation between parked cars and the facility.

- * To further visually distinguish the multimodal facility from the roadway the City could work with community groups, Park High School, etc. to paint murals along the facility and/or at intersection crossing locations.



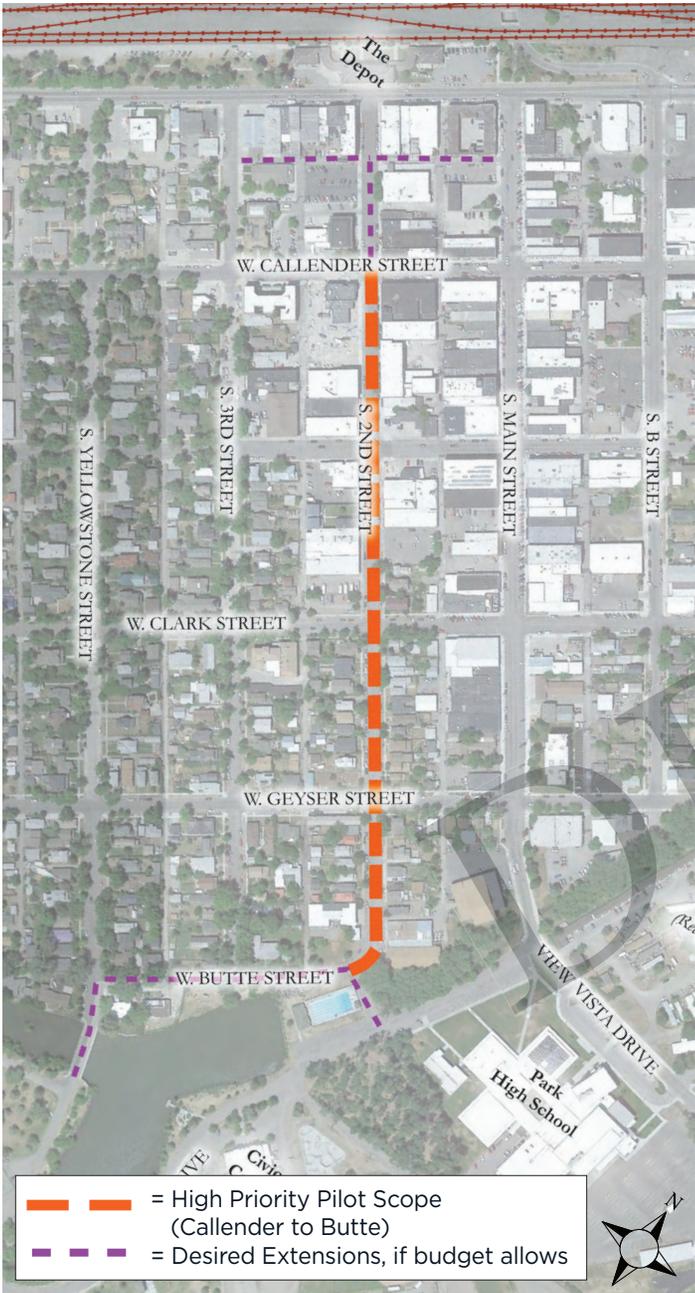
- **Install pedestrian counters at key locations along the pilot project to track the use of the facility by the community, and to better understand peak days/times.**
- * These data points can be useful in customizing the final design of the facility to more closely align with user needs (i.e. demand for enhanced lighting, if peak use is in the evenings; demand for more shade, if peak use is midday, etc.).

MISSOULA GARDENWALK NEIGHBORWAYS PILOT PROJECT

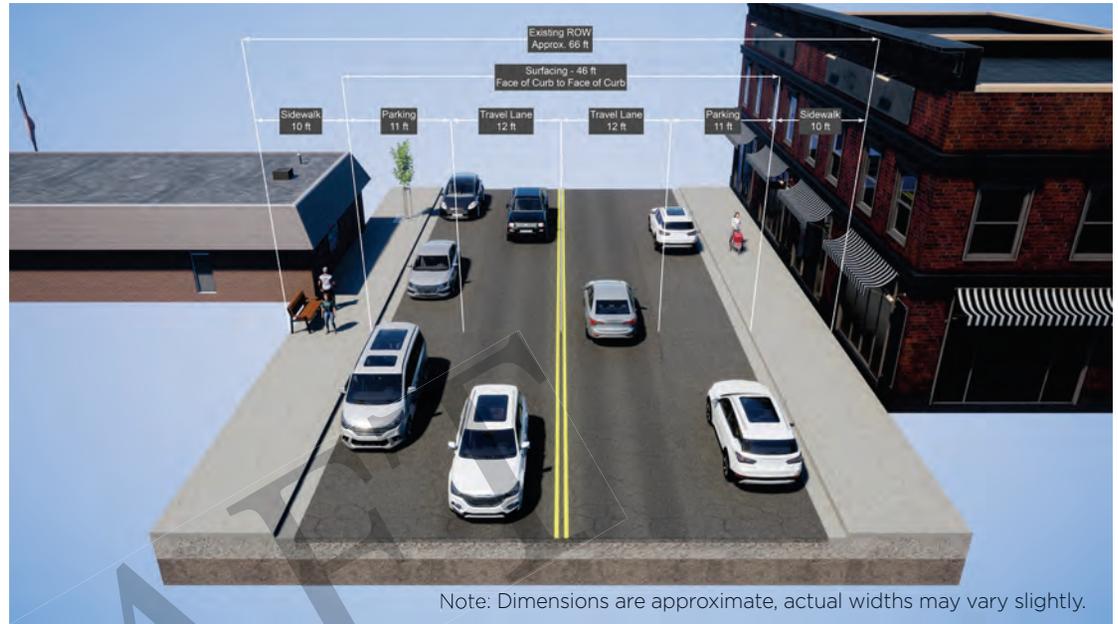
Led by Common Good Missoula, the Gardenwalk Neighborways pilot project is a grassroots effort to address street safety and connectivity which grew out of Common Good Missoula's listening sessions and organizing efforts over the past two years. Building on the City's existing network of neighborhood greenways, Neighborways would reallocate a portion of existing street pavement and add barriers and striping, providing a safe, connected corridor across the city exclusively designated for pedestrians, cyclists, and wheelchair users. The aspiration is that based on a successful pilot project, Gardenwalk Neighborways could be implemented elsewhere in the City.

WHAT ARE NEIGHBORWAYS?
A 6-8' wide protected corridor along existing street pavement, cleared & maintained year-round. Striping and barriers provide protection between car traffic and pedestrians, cyclists, or wheelchair users.

The Concept

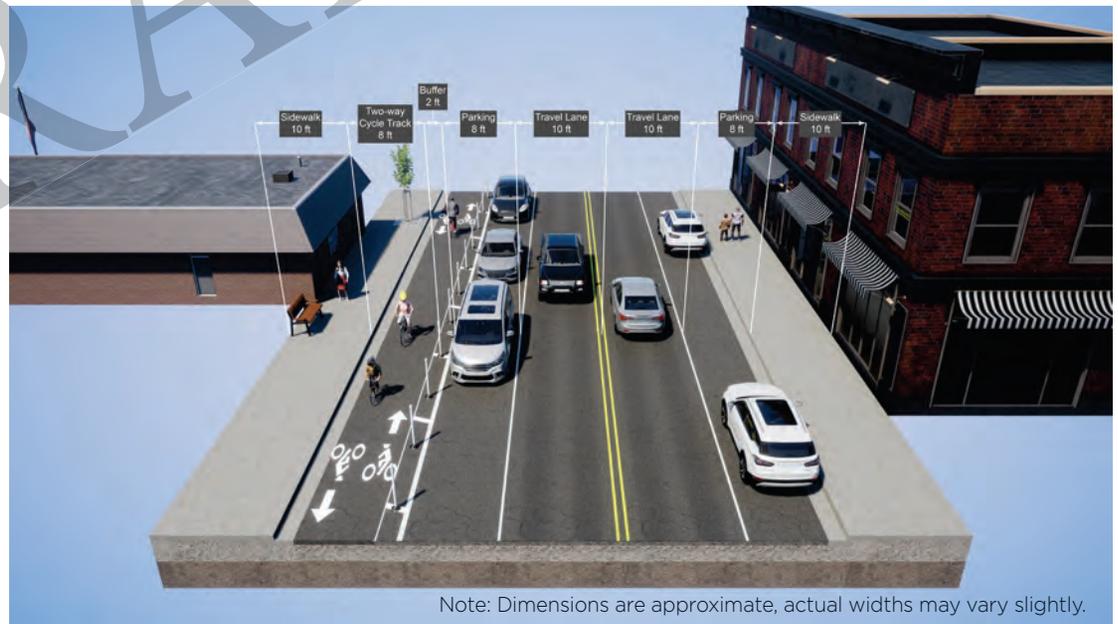


Recommended Scope of Pilot Project



Note: Dimensions are approximate, actual widths may vary slightly.

Existing Configuration on 2nd Street (Looking South)



Note: Dimensions are approximate, actual widths may vary slightly.

Proposed Cycle Track (Pilot Project) Configuration on 2nd Street (Looking South)

STREETSCAPE IMPROVEMENTS - 2ND STREET PROMENADE

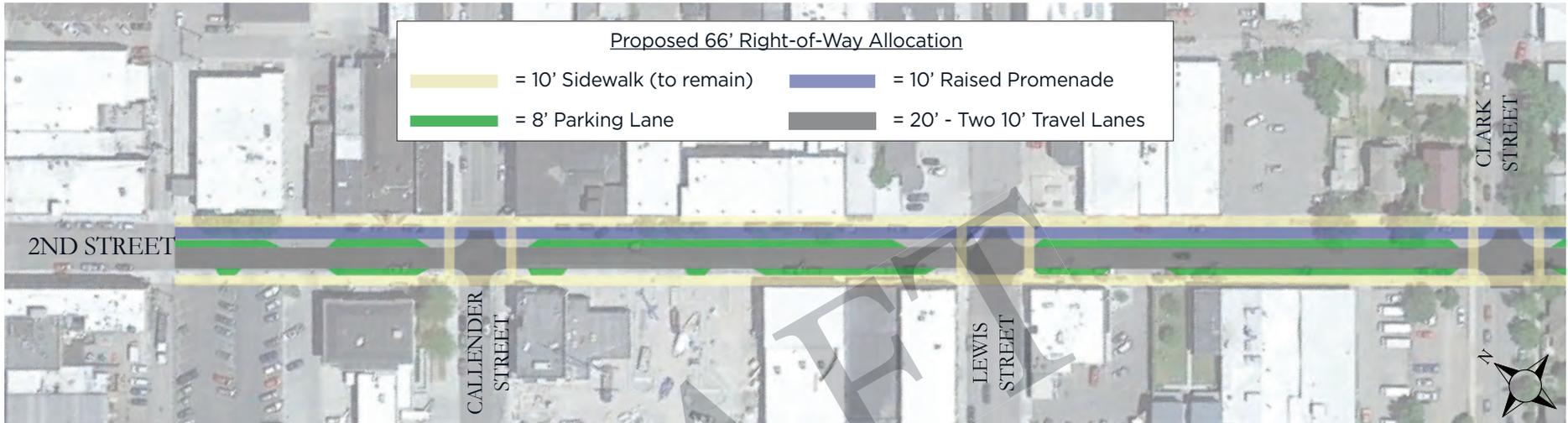


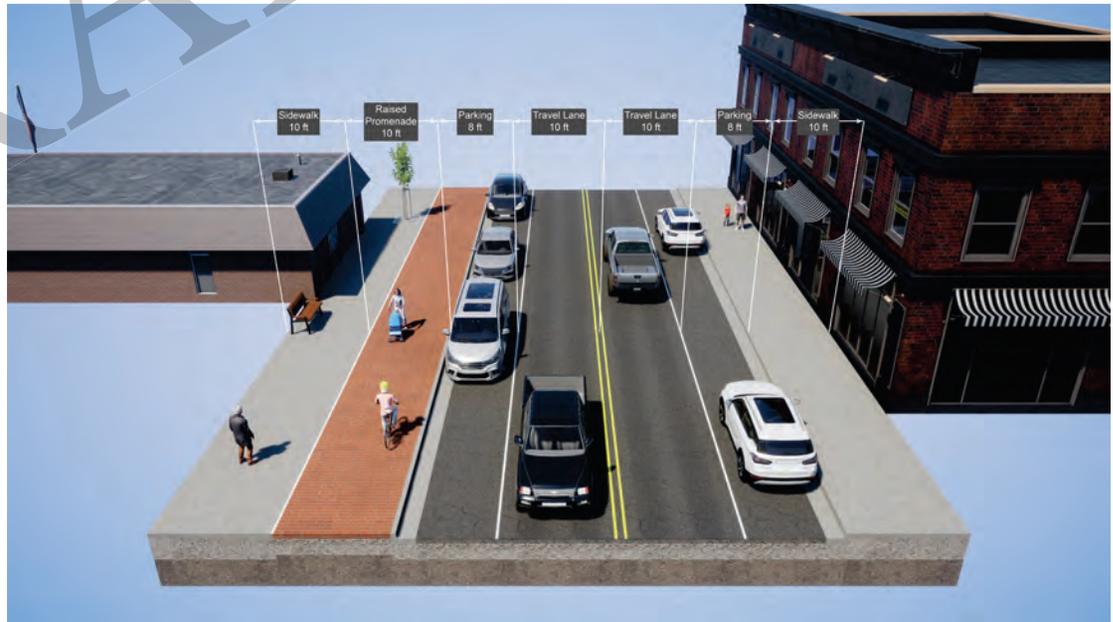
Diagram of Proposed 2nd Street Right-of-Way Allocation in 66' Right-of-Way Section

MEDIUM-TERM ACTIONS (2-5 YRS)

- Secure funding to realize the 2nd Street Promenade as a permanent streetscape improvement, with a 10' wide grade-separated pedestrian and bicycle facility, with curb-extensions at intersections.
- * Clearly demarcate the 10' wide facility with colored concrete or decorative paving to distinguish it from the adjacent sidewalk.

LONG-TERM ACTIONS (5-10 YRS)

- Maintain and refresh the look and feel of the 2nd Street Promenade, creating year-round visual interest and providing reasons for the community to visit the 2nd Street Promenade beyond using it for its safe connections.
- Establish an Art Walk along the Promenade, with a mix of permanent and rotating sculptural art that will encourage pedestrians to walk along the Promenade down to the River and back. (SEE MASTER PLAN FRAMEWORK DIAGRAM)



Proposed 2nd Street Promenade Configuration (Looking South)



Conceptual Rendering of a portion of 2nd Street Promenade (Looking North)

STREETSCAPE IMPROVEMENTS - FESTIVAL / GREENWAY STREET

S. MAIN STREET FESTIVAL / GREENWAY STREET

The northern portion of Main Street within the Downtown is the most vibrant and iconic portion of the historic core, as the uses along the street are inherently more active uses, with a mix of retail/commercial, and eating and dining establishments. South of Clark Street along Main Street, however, the majority of uses are less active. Throughout this planning process, there was also a stated desire to find opportunities for more shade and street trees in the Downtown environment. Adding street trees to the northern portion of Main Street, however, could obscure views of the mountains and the historic architecture of the existing buildings.

Therefore a streetscape redesign is envisioned for the portion of Main Street extending from Clark Street south to River Drive and extending to the location of the Public Pool. This section of streetscape provides the opportunity to add street trees and extend the aesthetic of the river parks northward into the Downtown.

SHORT-TERM ACTIONS (1-2 YRS)

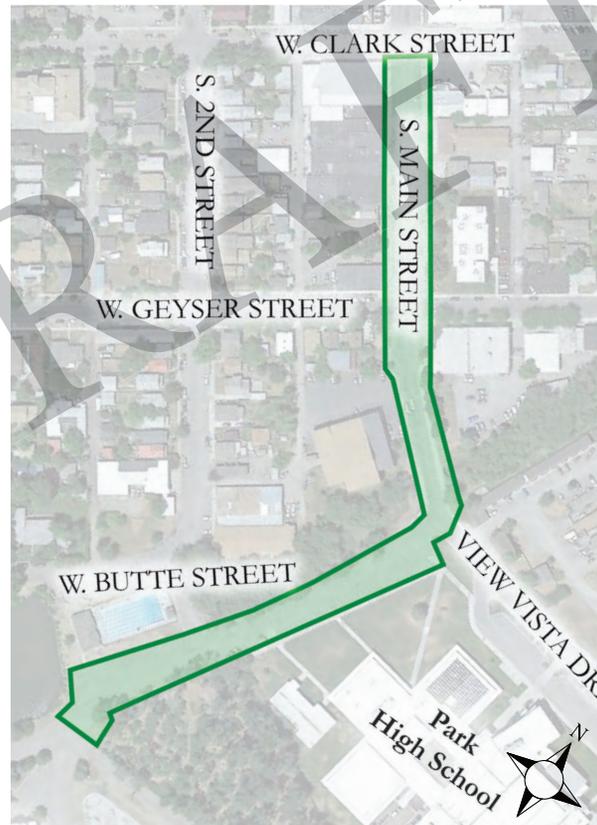
- Allow this portion of streetscape to be more easily closeable for events and enhance the streetscape with low-cost seasonal planters, public art, temporary lighting, parklets, etc.

MEDIUM-TERM ACTIONS (2-5 YRS)

- Encourage infill development along the streetscape and tree planting to infuse it with more consistently active uses and shade.

LONG-TERM ACTIONS (5-10 YRS)

- Secure funding to realize the Festival/Greenway Street as a permanent streetscape improvement with enhanced amenities (noted at right).



Recommended Scope of Festival/Greenway Street

VALUE OF A CLOSEABLE, EVENT STREET

Having a portion of a streetscape that is designed with enhanced amenities and closeable to vehicles with greater ease - special lighting and landscaping geared toward pedestrians, integrated power for event usage, strategically located water and sewer hookups, a circulation plan to maneuver around the closed street, etc. - can help establish a place within the Downtown for community gatherings to occur. The streetscape can function as a typical street during non-event times, but when activated by an event, it can bring increased visitation and vibrancy to the Downtown environment. Such investment in the streetscape can also help to encourage private investment in infill development and/or adaptive reuse of existing structures into more active ground floor frontages.





Conceptual Rendering of a portion of the Festival / Greenway Street (Looking North)

STREETSCAPE IMPROVEMENTS - PARK STREET IMPROVEMENTS

SHORT-TERM ACTIONS (1-2 YRS)

- **Prioritize curb extensions/bulb-outs to shorten the crossing distance for pedestrians across Park Street at the intersections of Park Street & Main Street, and Park Street & 2nd Street.**
- * A planned RRFB will be a great improvement at the intersection of Park Street and Main Street, and another should be explored for the intersection of Park Street and 2nd Street.
- * Consider painted intersection and/or crosswalk treatments to further visually reinforce the priority for safe pedestrian crossings at those key intersections.
- * Curb extensions / bulb-outs should be designed with gentler turning radii

and/or flattened curbs (SEE WHITEFISH, MT EXAMPLE ON PAGE 31), to help avoid damage from turning trucks.

* While curb extensions/bulb-outs at these locations will help to establish visual gateways into the Downtown, consider adding public art and/or wayfinding signage at these locations to further distinguish these intersections as key connections.

- **Encourage Infill Development or Redevelopment along Park Street to include active ground floor uses, and keep the number of curb cuts into the pedestrian environment at a minimum, requiring alley access to uses along Park Street within the Downtown Study Area, when possible.**

MEDIUM-TERM ACTIONS (2-5 YRS)

- **Work with the Montana Department of Transportation (MDT) to conduct a Corridor Study for Park Street, focused on opportunities for enhanced connectivity and pedestrian safety improvements.**

LONG-TERM ACTIONS (5-10 YRS)

- **Implement Corridor Study recommendations along Park Street, including a safer pedestrian crossing at the intersection of Park Street and 2nd Street, and provide more accessible pedestrian infrastructure on the north side of Park Street.**



Diagram of Recommended Streetscape Improvements



Conceptual Rendering of Potential Park Street Improvements (Looking East)



Conceptual Rendering of Potential Park Street Improvements (Looking West)

WAYFINDING & GATEWAYS

PRIORITY WAYFINDING & GATEWAY LOCATIONS & TREATMENTS

An improvement to the Downtown environment commonly requested in this planning process was the addition of additional Gateway Treatments at perceived key “entry points” into the Downtown, that could both enhance wayfinding and signal to visitors of Livingston the proper paths of travel to key destinations. Enhanced wayfinding is an excellent way for the City to capitalize on its tremendous Heritage Tourism potential. There was a great deal of support in the Downtown for using Public Art and enhanced landscaping, when possible, at these Gateway Treatments, in order to extend beyond signage-only treatments.

SHORT-TERM ACTIONS (1-2 YRS)

- Consider creating a unified aesthetic for wayfinding signage both Citywide and within the Downtown. While they can share similar aesthetic attributes, such as color, typeface, etc., the scale of signage and destinations to which they are orienting should be different.
- Prioritize wayfinding at key entry points into and out of the Downtown area, particularly along Park Street, nearby the schools, and into and out of the river parks. (SEE DIAGRAM OF PRELIMINARY RECOMMENDATIONS ON THE FOLLOWING PAGE.)
- * Orient the public to key destinations from these locations such as - the Downtown Historic District, Shopping & Dining, Main Street, the Yellowstone Gateway Museum, the Yellowstone River, Sacajawea & Miles Parks, the Chamber of Commerce & Visitors Center, the Shane Lalani Center for

the Arts, the Depot Center, Park High School, the Park County Fairgrounds, the Livingston Golf & Country Club, and Mayor’s Landing.

MEDIUM-TERM ACTIONS (3-5 YRS)

- 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 encourage greater visitation to and patronage within the Downtown.

LONG-TERM ACTIONS (5-10 YRS)

- Carefully consider potential roadway changes, such as enhancements to, or better defined non-motorized trail connections adjacent to roadways at key Gateways to further signal entry points into the Downtown. Combine with Signage, Public Art, and/or Landscaping, when possible.

TYPES OF WAYFINDING SIGNAGE

In conversations with the community about the types of Wayfinding signage that would be desirable for the Downtown, there was consensus on trying to minimize the visual clutter of signage, while more accessibly directing visitors and locals to key destinations near the Downtown. There was also a desire to communicate the distance to those locations in the amount of time it would take to walk, bike, roll, etc. to the destination, rather than a measurement of the distance. When distance is used, there was a greater interest in communicating the number of blocks rather than distance in feet or miles.



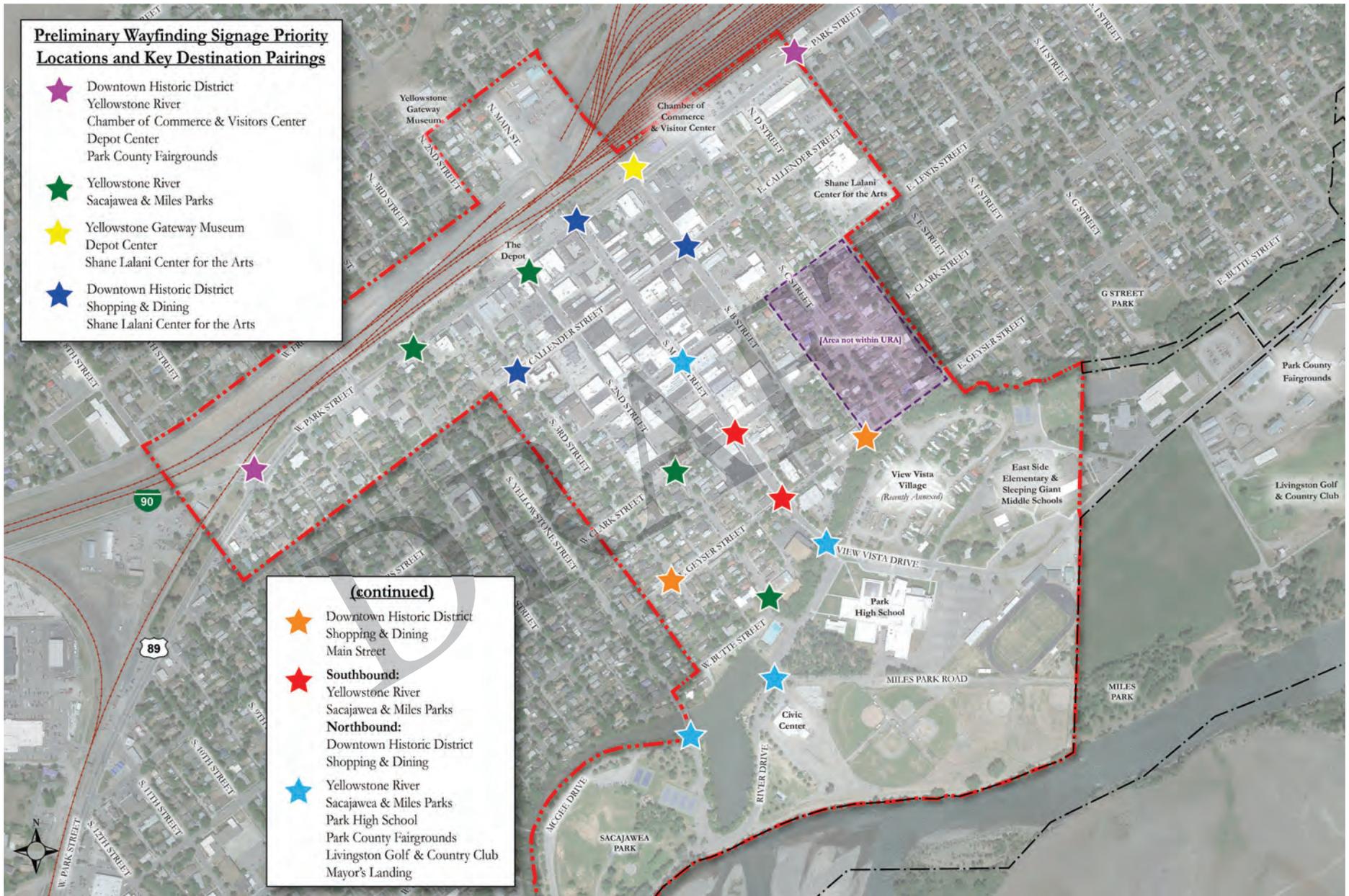


Diagram of Preliminary Wayfinding Signage Priority Locations and Key Destination Pairings

PARKING MANAGEMENT

RIGHT-SIZING PARKING NEEDS

All downtown environments benefit from regular reflections on how to better manage their parking needs and right-size an approach based upon the level of demand by the existing and envisioned uses in the Downtown.

Utilization data collected as a part of this Downtown Master Plan effort (See Parking Study in the Appendix) indicated that there were few occasions where parking areas were more than 90 percent utilized, meaning that most of the time, drivers should be able to find parking at or near their desired destination. Only select locations consistently had utilizations near or at capacity, most notably along Main Street between Park and Lewis Streets. Field observations and stakeholder input indicate that turnover is relatively low and that parking spots are often occupied for the full two-hour time allotment. Since enforcement was increased in 2023, turnover and compliance have been noted to improve.

During public and stakeholder meetings, there was mixed opinion on if additional parking was needed or if improved management strategies would help alleviate the concerns. Some expressed a desire for additional surface parking, or a parking structure, within the Historic District where parking utilization is highest.

Given the high cost of adding surface parking, it is likely more feasible to focus on improving the existing system through management and “right-sizing” strategies, such as the following:

SHORT-TERM ACTIONS (1-2 YRS)

- **Modify time restrictions for existing on-street parking** (SEE DIAGRAM OF RECOMMENDATIONS ON FOLLOWING PAGE)
 - * Shorter time spaces (an hour or less) are most effective in areas with high utilization and quicker turnover. These include drop-off, pickup, and loading zones as well as quick service dining and retail locations. Mid-term parking zones (~2 hours) are most common across downtowns and are typically adequate for the majority of patrons. These zones allow enough time for most retail shopping and dining activities. Long-term parking areas (greater than 2 hours) are needed for certain locations that require longer appointment times, meetings, or special uses. These are typically located on the periphery of the downtown area due to their lower turnover rates.
- **Explore agreements with owners of private parking lots to make use of available parking outside of business use (i.e. evenings, weekends, etc.)**
 - * City should provide signage indicating when the parking is available to the public.

- **Create an employee parking permit system to ensure convenient employee parking while leaving parking available for potential patrons.**

* Surface lots and city blocks that are currently unrestricted or currently underutilized could be allocated for the use of employees with proper permits.

MEDIUM-TERM ACTIONS (3-5 YRS)

- **Explore paid parking options.**
 - * Although the city generally desires to avoid paid parking, it can be an effective management strategy to consider in the future. Paid parking can include incentive programs, utilize rates that influence driver behavior, and encourage the reduction of single occupancy vehicles or the use of alternate modes of transportation. Additionally, revenues from paid parking can help support parking operations, required staffing, and ongoing maintenance, creating a sustainable parking management strategy.

LONG-TERM ACTIONS (5-10 YRS)

- **Consider integrating a public parking structure into a mixed-use development.**
 - * Though expensive, if other parking management strategies prove unsuccessful, the City could consider pursuing a dedicated structure; ideally incorporated into an infill development with other downtown-supportive uses.

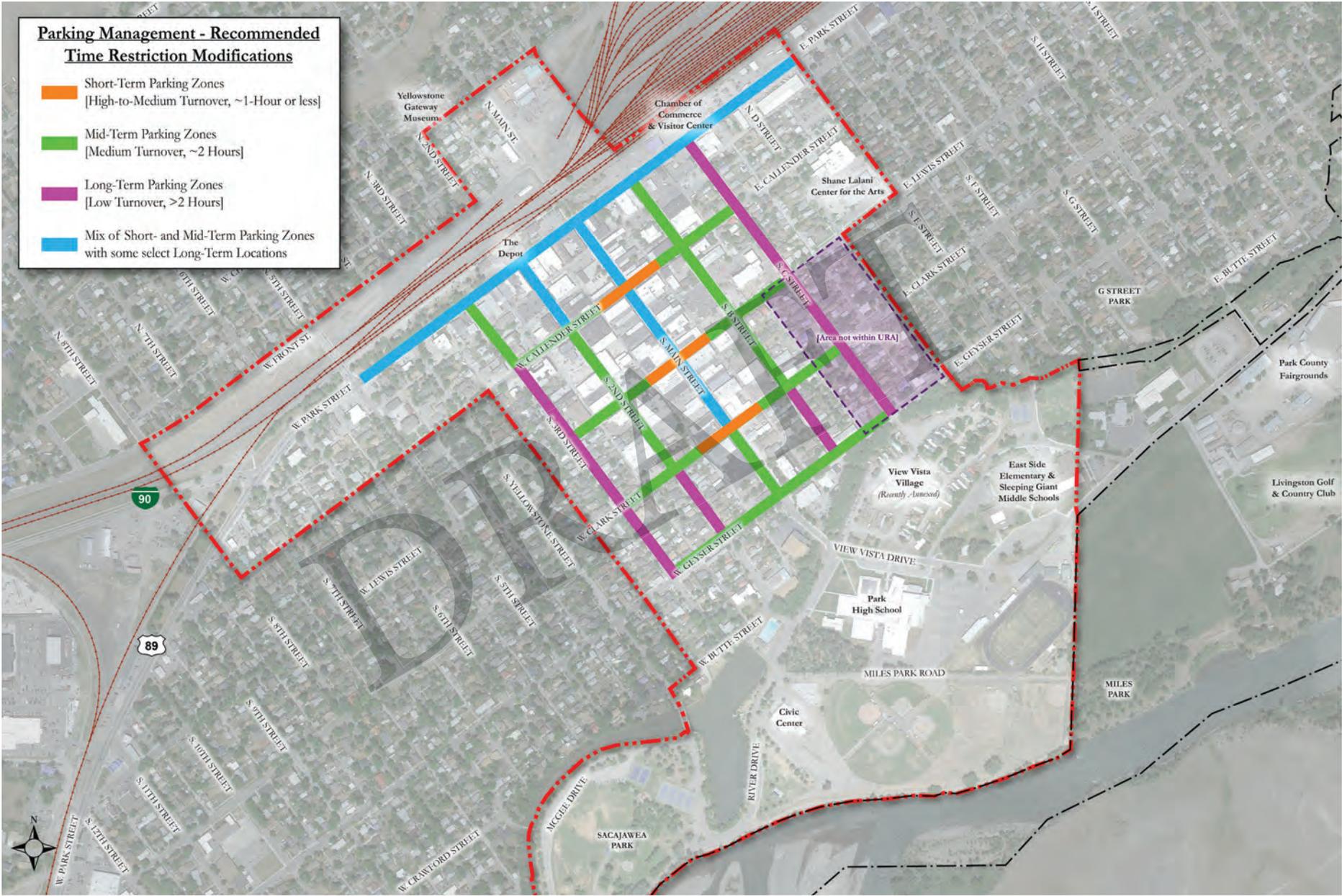


Diagram of Recommended Time Restriction Modifications

IMPLEMENTATION MATRIX

The implementation matrix provides a consolidated look at each effort's timeframe, applicable sections of this Downtown Master Plan, potential champions and/or key partners, potential funding sources, and an indication of the relative order of magnitude cost.

NOTE: For each of the recommendations that follow, the City will need to coordinate and adhere with state and federal standards for on-system routes - a category of roads that are updated annually by the Montana Department of Transportation (MDT).

SEE PAGE 65 FOR DEFINITIONS OF ELEMENTS USED IN THIS IMPLEMENTATION MATRIX, INCLUDING THE INTENDED DISTINCTION BETWEEN "POTENTIAL CHAMPION" AND "KEY PARTNER."

KEY SCOPE ELEMENTS OF IMPLEMENTATION EFFORT	TIMEFRAME	APPLICABLE MASTER PLAN SECTION(S)	POTENTIAL CHAMPIONS/ KEY PARTNERS	POTENTIAL FUNDING SOURCES	ORDER OF MAGNITUDE COST
REGULATORY CHANGES & INCENTIVES					
Update Zoning Code to clarify desired building heights and density in the Downtown Study Area	Short-Term [1-2 Years]	<ul style="list-style-type: none"> Ch. 2 Land Use, Building Form & Activation; Streetscapes & Mobility - Parking 	Potential Champions: LBID; Chamber of Commerce; LDBOBA; Park County Housing Coalition	<ul style="list-style-type: none"> City Budget (include in Zoning Code Update, if possible) 	\$
Update Zoning Code to remove barriers to compatible infill development / redevelopment and adaptive reuse					
Provide clear Design Standards & Guidelines for the Historic District	Medium-Term [3-5 Years]	<ul style="list-style-type: none"> Ch. 3 Regulatory Tools & Priority Infill/ Redevelopment Sites 	Key Partners: LU Board; City Commission; HPC		\$
Convene a Developer's Roundtable to revisit incentives for land uses within the Downtown not seeing the desired growth					
OVERALL DOWNTOWN ACTIVATION & AMENITIZATION					
Amend Municipal Code to eliminate barriers to desired temporary/short-term activation, events, and streetscape activity (such as outdoor dining)	Short-Term [1-2 Years]	<ul style="list-style-type: none"> Ch. 2 Land Use, Building Form & Activation - Use-Based & Spatial Activation; Parks & Open Space; Arts & Culture; Economic Development Ch. 3 Regulatory Tools; 2nd Street Promenade; Festival / Greenway Street 	Potential Champions: LBID; Chamber of Commerce; LDBOBA; PCEC	<ul style="list-style-type: none"> City Budget (include in Zoning Code Update, if possible) URA TIF Investment Capital Improvements Project (CIP) Investment 	\$
Attract temporary uses during peak seasons to support year-round businesses					
Update Zoning Code to require active ground floor uses in key areas of the Downtown					\$
Implement a Parklet program in the Downtown Study Area					\$\$

IMPLEMENTATION MATRIX

KEY SCOPE ELEMENTS OF IMPLEMENTATION EFFORT	TIMEFRAME	APPLICABLE MASTER PLAN SECTION(S)	POTENTIAL CHAMPIONS/ KEY PARTNERS	POTENTIAL FUNDING SOURCES	ORDER OF MAGNITUDE COST	
OVERALL DOWNTOWN ACTIVATION & AMENITIZATION (CONTINUED)						
Work with the URA to invest in desired activation and amenities	Short-Term [1-2 Years]	<ul style="list-style-type: none"> • Ch. 2 Land Use, Building Form & Activation – Use-Based & Spatial Activation; Parks & Open Space; Arts & Culture; Economic Development • Ch. 3 Regulatory Tools; 2nd Street Promenade; Festival / Greenway Street 	<p>Potential Champions: LBID; Chamber of Commerce; LDBOBA; PCEC</p> <p>Key Partners: URA; LU Board; City Commission; HPC; Local Art Community</p>	<ul style="list-style-type: none"> • URA TIF Investment • Capital Improvements Project (CIP) Investment • Montana Main Street (MMS) Program Infrastructure & Planning Grants & Loans 	\$\$\$	
Work with tenants, landlords, and property owners to encourage Seasonal Use Agreements for retail spaces to maximize ground floor active uses and cultivate the desired mix of uses	Medium-Term [3-5 Years]				\$\$-\$\$\$	
Find opportunities to implement pocket parks and add green space within the Downtown Study Area					Expand the presence of public art in the Downtown	\$\$\$
Explore property acquisition (possibly by City and/or URA) to catalyze development of desired activation and amenities						
CONNECTIVITY & MOBILITY IMPROVEMENTS						
Pursue low-cost traffic calming measures as pilot projects to gauge community's response to longer-term improvements	Short-Term [1-2 Years]	<ul style="list-style-type: none"> • Ch. 2 Streetscapes & Mobility • Ch. 3 2nd Street Promenade; Park Street Improvements 	<p>Potential Champions: LBID; Chamber of Commerce; LDBOBA; PCEC</p> <p>Key Partners: MDT; Public Works; Railroad</p>	<ul style="list-style-type: none"> • City Budget • URA TIF Investment • Capital Improvements Project (CIP) Investment • USDOT Railroad Crossing Elimination Grant Program 	\$	
Perform a Bicycle & Pedestrian Safety Evaluation every two years for the Downtown Study Area					\$	
Implement Bike Boulevard enhancements on Priority Bike Connection corridors, and respond to Safety Evaluation outcomes	Medium-Term [3-5 Years]				\$\$	
Explore higher ease-of-use enhancements to rail crossings	Long-Term [5-10 Years]				\$\$\$\$-\$\$\$\$\$	

IMPLEMENTATION MATRIX

KEY SCOPE ELEMENTS OF IMPLEMENTATION EFFORT	TIMEFRAME	APPLICABLE MASTER PLAN SECTION(S)	POTENTIAL CHAMPIONS/ KEY PARTNERS	POTENTIAL FUNDING SOURCES	ORDER OF MAGNITUDE COST
PRIORITY INFILL / REDEVELOPMENT					
Engage with local developers and landowners to attract interest in developing housing in Downtown. Promote the URA Residential Rehabilitation and Redevelopment program as a tool to incentivize development	Short-Term [1-2 Years]	<ul style="list-style-type: none"> Ch. 2 Land Use, Building Form & Activation - Building Height & Massing and Use-Based Activation; Housing 	<p>Key Partners: URA; LU Board; City Commission; HPC; Park County Housing Coalition</p>	<ul style="list-style-type: none"> URA TIF Investment Montana's CDBG Public and Community Facilities Grants, Affordable Housing Development & Rehabilitation Grants, and Housing Stabilization Program (HSP) Grants 	\$
Revisit progress made toward vision-aligned uses developing in the Downtown, and explore alternative strategies to implementation, if necessary	Long-Term [5-10 Years]	<ul style="list-style-type: none"> Ch. 3 Priority Infill / Redevelopment Sites; Housing Development 		<ul style="list-style-type: none"> Montana Housing Multifamily Loan Program, Conduit Bond Program, and Housing Montana Fund Home Investment Partnerships Program (HOME) Program federal block grants 	\$-\$\$
STREETSCAPE IMPROVEMENTS					
Pilot the 2nd Street Promenade concept by implementing a cycle track configuration during the summer months and track usage using temporary materials	Short-Term [1-2 Years]	<ul style="list-style-type: none"> Ch. 2 Streetscapes & Mobility; Parks & Open Space; Arts & Culture Ch. 3 2nd Street Promenade; Festival/ Greenway Street; Park Street Improvements 	<p>Potential Champions: URA; LU Board; City Commission; LBID; Chamber of Commerce; LDBOBA; PCEC; The Depot Center & Beanery</p> <p>Key Partners: Public Works; MDT; Park High School (for temporary improvements); Local Art Community</p>	<ul style="list-style-type: none"> URA TIF Investment Capital Improvements Project (CIP) Investment Montana's CDBG Public and Community Facilities Grants Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Program USDOT's Active Transportation Infrastructure Investment Program (ATIIP) 	\$
Eliminate barriers to more easily closing the envisioned Festival/Greenway section of Main for temporary events					
Monitor usage of RRFB crossing at Main Street and engage MDT on the viability of future improvements, prioritizing curb-extensions/bulb-outs at Park St. & 2nd St.					

3. Implementation Action Plan

IMPLEMENTATION MATRIX

KEY SCOPE ELEMENTS OF IMPLEMENTATION EFFORT	TIMEFRAME	APPLICABLE MASTER PLAN SECTION(S)	POTENTIAL CHAMPIONS/ KEY PARTNERS	POTENTIAL FUNDING SOURCES	ORDER OF MAGNITUDE COST
STREETSCAPE IMPROVEMENTS (CONTINUED)					
Secure funding to realize the 2nd Street Promenade as a permanent streetscape improvement, with a 10' wide grade-separated pedestrian and bicycle facility, with curb-extensions at intersections	Medium-Term [3-5 Years]	<ul style="list-style-type: none"> • Ch. 2 Streetscapes & Mobility; Parks & Open Space; Arts & Culture • Ch. 3 2nd Street Promenade; Festival/ Greenway Street; Park Street Improvements 	<p>Potential Champions: URA; LU Board; City Commission; LBID; Chamber of Commerce; LDBOBA; PCEC; The Depot Center & Beanery</p> <p>Key Partners: Public Works; MDT; Local Art Community</p>	<ul style="list-style-type: none"> • URA TIF Investment 	\$\$\$-\$\$\$\$
Encourage infill development along the Festival/Greenway streetscape and tree planting to infuse it with more consistently active uses and shade				<ul style="list-style-type: none"> • Capital Improvements Project (CIP) Investment • Montana's CDBG Public and Community Facilities Grants 	\$\$-\$\$\$
Complete a Corridor Study on Park Street				• Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Program	\$
Establish an Art Walk along the 2nd Street Promenade, with a mix of permanent and rotating sculptural art that will encourage pedestrians to walk along the Promenade down to the River and back	• USDOT's Active Transportation Infrastructure Investment Program (ATIIP)			\$-\$	
Redesign and implement the Festival/Greenway Street as a permanent streetscape improvement with enhanced amenities	• USDOT's Reconnecting Communities Pilot Discretionary Grant Program			\$\$\$\$	
Implement Corridor Study recommendations along Park Street, including a safer pedestrian crossing at the intersection of Park Street and 2nd Street, and provide more accessible pedestrian infrastructure on the north side of Park Street	Long-Term [5-10 Years]			• Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program	\$\$-\$\$\$

IMPLEMENTATION MATRIX

KEY SCOPE ELEMENTS OF IMPLEMENTATION EFFORT	TIMEFRAME	APPLICABLE MASTER PLAN SECTION(S)	POTENTIAL CHAMPIONS/ KEY PARTNERS	POTENTIAL FUNDING SOURCES	ORDER OF MAGNITUDE COST
WAYFINDING & GATEWAYS					
Design a unified wayfinding signage palette for the City and the Downtown Study Area	Short-Term [1-2 Years]	<ul style="list-style-type: none"> Ch. 2 Streetscapes & Mobility; Arts & Culture Ch. 3 Wayfinding & Gateways 	<p>Potential Champions: LBID; Chamber of Commerce; LDBOBA; Local Art Community</p> <p>Key Partners: MDT; URA; Public Works</p>	<ul style="list-style-type: none"> URA TIF Investment City Budget 	\$\$
Confirm key destinations that should be highlighted by wayfinding signage					
Explore opportunities to add signage of a more billboard / advertisement nature along I-90 to encourage greater visitation to and patronage within the Downtown	Medium-Term [3-5 Years]				
Study potential roadway changes – such as enhancements to, or better defined non-motorized trail connections adjacent to roadways at key Gateways to further signal entry points into the Downtown	Long-Term [5-10 Years]				\$\$-\$\$\$\$
PARKING MANAGEMENT					
Modify time restrictions for existing on-street parking to maximize efficient use of available spaces	Short-Term [1-2 Years]	<ul style="list-style-type: none"> Ch. 2 Land Use, Building Form & Activation; Streetscapes & Mobility; Parks & Open Space Ch. 3 Parking Management 	<p>Potential Champions: URA; LBID; Chamber of Commerce; LDBOBA</p> <p>Key Partners: Public Works; MDT</p>	<ul style="list-style-type: none"> Capital Improvements Project (CIP) Investment City Budget 	\$-\$
Explore agreements with owners of private parking lots to make use of available parking outside of business use					
Create an employee parking permit system for the Downtown Study Area					

IMPLEMENTATION MATRIX

KEY SCOPE ELEMENTS OF IMPLEMENTATION EFFORT	TIMEFRAME	APPLICABLE MASTER PLAN SECTION(S)	POTENTIAL CHAMPIONS/ KEY PARTNERS	POTENTIAL FUNDING SOURCES	ORDER OF MAGNITUDE COST
PARKING MANAGEMENT (CONTINUED)					
Explore paid parking options	Medium-Term [3-5 Years]	<ul style="list-style-type: none"> • Ch. 2 Land Use, Building Form & Activation; Streetscapes & Mobility; Parks & Open Space 	Potential Champions: URA; LBID; Chamber of Commerce; LDBOBA	<ul style="list-style-type: none"> • Capital Improvements Project (CIP) Investment 	\$-\$\$
Consider integrating a public parking structure into a mixed-use developmen	Long-Term [5-10 Years]	<ul style="list-style-type: none"> • Ch. 3 Parking Management 	Key Partners: Public Works; MDT	<ul style="list-style-type: none"> • City Budget 	\$\$\$\$-\$\$\$\$\$

DEFINITION OF ABBREVIATIONS AND TERMS USED IN IMPLEMENTATION MATRIX

The distinction between “champion” and “partner” in this Implementation Matrix typically implies that a project “champion” is advocating for and supporting implementation, whereas a project “partner” may have approval authority over the project and/or a direct financial or physical stake in its implementation.

- | | |
|--|--|
| <ul style="list-style-type: none"> • HPC = Historical Preservation Commission • LBID = Livingston Business Improvement District • LDBOBA = Livingston Downtown Building Owners and Business Association • LU Board = Land Use Board • MDT = Montana Department of Transportation • PCEC = Park County Environmental Council • TIF = Tax Increment Financing • URA = Urban Renewal Agency | <ul style="list-style-type: none"> • \$ = ~ < \$50,000 • \$\$ = ~ \$50,000 - \$200,000 • \$\$\$ = ~ \$200,000 - \$750,000 • \$\$\$\$ = ~ > \$750,000 |
|--|--|



SECTION IN THE APPENDIX:

- Community Engagement Catalog
- Housing Study
- Parking Study

SUPPORTING AND TECHNICAL DOCUMENTS

The Appendix to this Downtown Master Plan contains longer-form supporting and technical documentation to provide valuable background information that was used to inform the various plan recommendations, strategies, catalytic projects and initiatives found throughout the Plan.

The Community Engagement Catalog is a collection of images and compiled inputs highlighting the feedback received from the community throughout the process. In instances where recommendations would benefit from a more nuanced understanding of the intent(s) expressed by the community, this compilation of data can be a useful resource.

The Housing Study - including its Feasibility Analysis component - and the Parking Study can be utilized as standalone documents to inform other work program elements or initiatives that the City may be working on. For the purposes of the Downtown Master Plan, however, the technical analysis and data contained in these documents played an instrumental role in having more nuanced conversations with community members around how to best to implement their vision(s) for the Downtown, as well as informing the most effective steps that need to be taken to do so.

COMMUNITY ENGAGEMENT CATALOG

Preliminary Visioning Survey - Results Summary

- **391 Participants**

- **Key Takeaways:**

- Majority of participants were Livingston residents who spend time in the Downtown daily or weekly
- About 1/3 of participants indicated that they live and/or work in Downtown
- About 70% of participants indicated that Shopping & Dining are what bring them to Downtown most often, reinforcing an emphasis on entertainment in the Downtown
 - Events were also a strong draw for visitors, whereas Events and “Socializing with my community” were roughly equivalent for residents

Appendix



COMMUNITY ENGAGEMENT CATALOG

Preliminary Visioning Survey – Results Summary

- **Key Takeaways *(continued)*:**

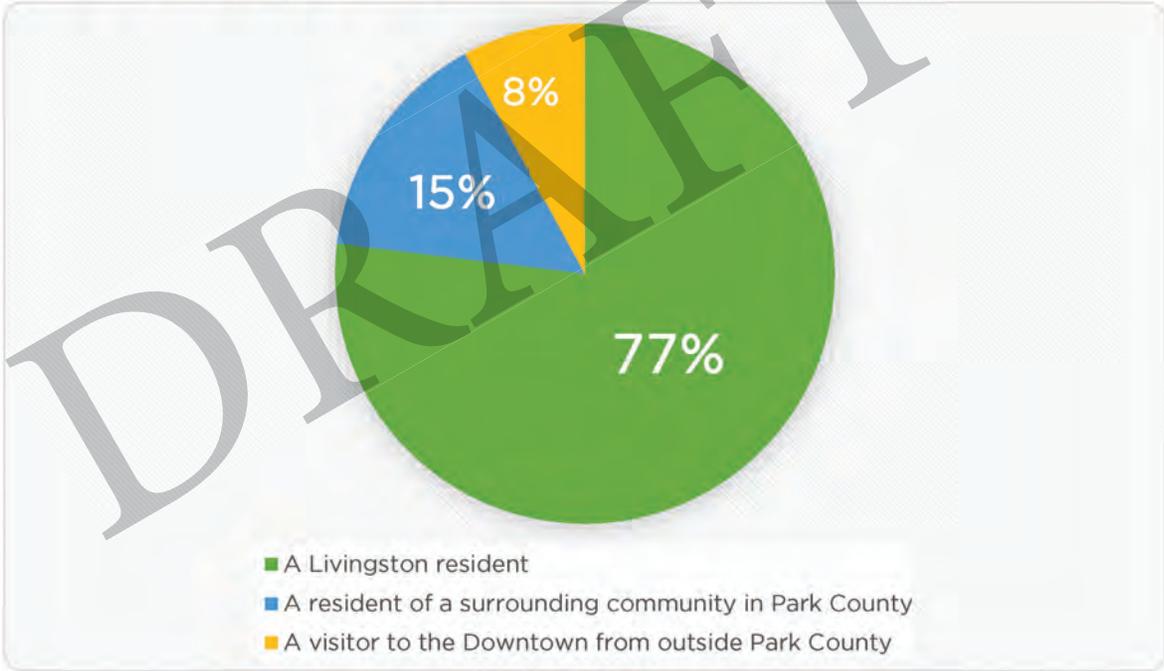
- Consistent themes in the open-ended responses included:
 - **Favorite Part of Downtown:**
 - A strong emphasis on the community, as well as an appreciation of the history/historic architecture/main street character & charm in the Downtown
 - **Vision for Downtown:**
 - Reinforcing the favorite part of Downtown, a desire to maintain and preserve the community and character, while making it more vibrant and accessible (including from a parking standpoint)
 - **One thing to improve:**
 - Parking was the most frequent response, with safety, diversity of shopping options, and additional green space/trees also very frequently mentioned.
 - “Nothing” was also a popular response, reinforcing the desire to maintain and preserve the character of the Downtown.



COMMUNITY ENGAGEMENT CATALOG

Preliminary Visioning Survey - Results Summary

- Of the 391 Participants:



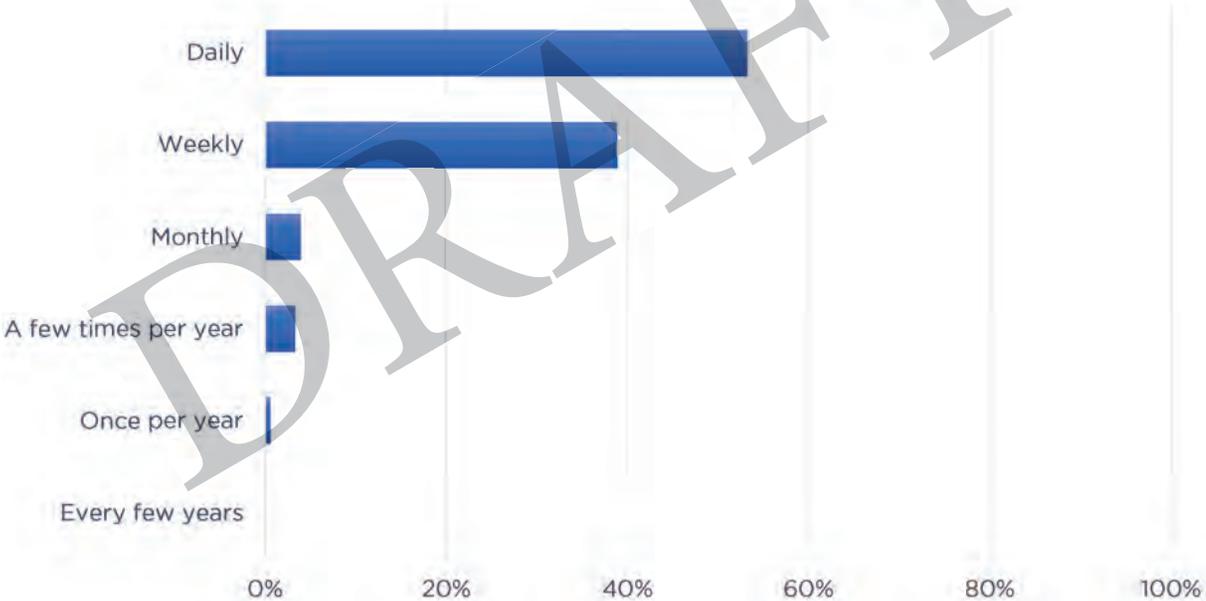
Appendix



COMMUNITY ENGAGEMENT CATALOG

Preliminary Visioning Survey – Results Summary

- Residents (of Livingston and/or Park County):
 - How often do you spend time in Downtown Livingston?

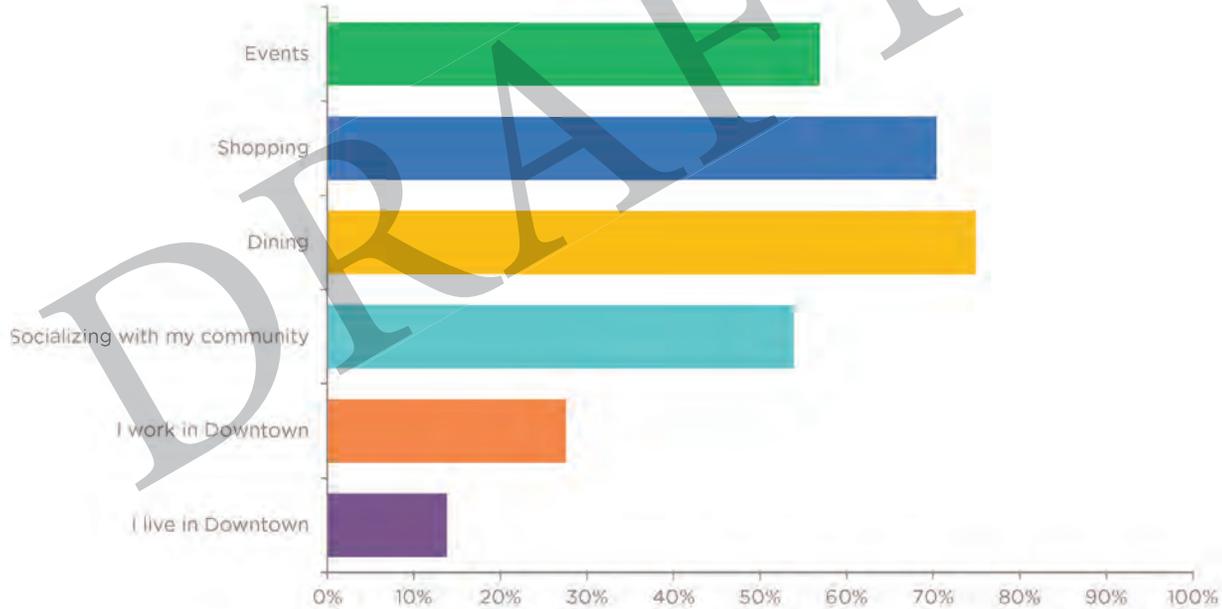


Preliminary Visioning Survey - Results Summary

COMMUNITY ENGAGEMENT CATALOG

Preliminary Visioning Survey - Results Summary

- Residents (of Livingston and/or Park County):
 - What brings you to Downtown Livingston most often? *(Select all that apply)*

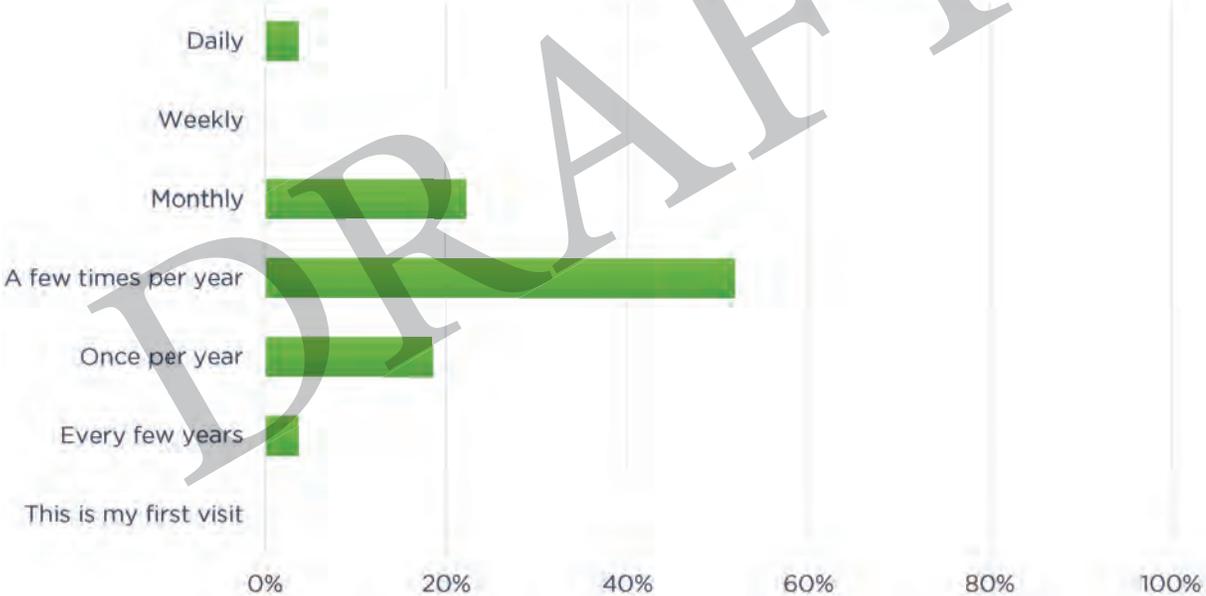


Preliminary Visioning Survey - Results Summary

COMMUNITY ENGAGEMENT CATALOG

Preliminary Visioning Survey – Results Summary

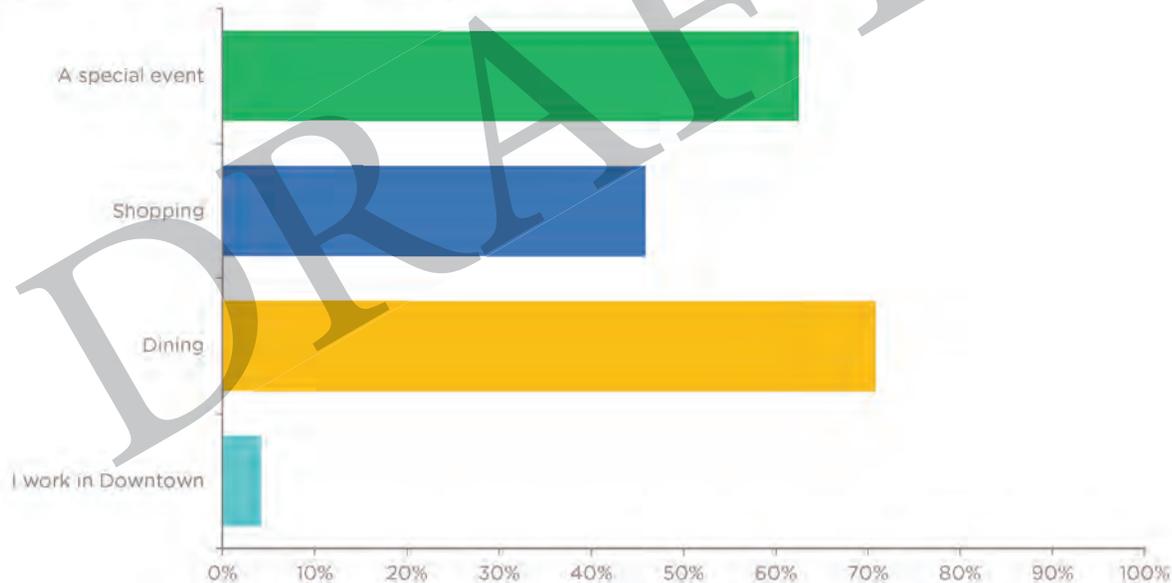
- **Visitors to Downtown Livingston from outside the County:**
 - How often do you spend time in Downtown Livingston?



COMMUNITY ENGAGEMENT CATALOG

Preliminary Visioning Survey - Results Summary

- **Visitors to Downtown Livingston from outside the County:**
 - On this visit (or your most recent visit) what brings (brought) you to Downtown Livingston? *(Select all that apply)*



Preliminary Visioning Survey - Results Summary

COMMUNITY ENGAGEMENT CATALOG

Preliminary Visioning Survey – Results Summary

- Residents (of Livingston and/or Park County):
 - In one word, what is your favorite part of Downtown Livingston?



COMMUNITY ENGAGEMENT CATALOG

Preliminary Visioning Survey - Results Summary

• All Participants:

- If you could improve one thing about your experience in Downtown Livingston, what would it be?

• Sampling of Responses with Consistent Themes:



COMMUNITY ENGAGEMENT CATALOG

Preliminary Visioning Survey – Results Summary

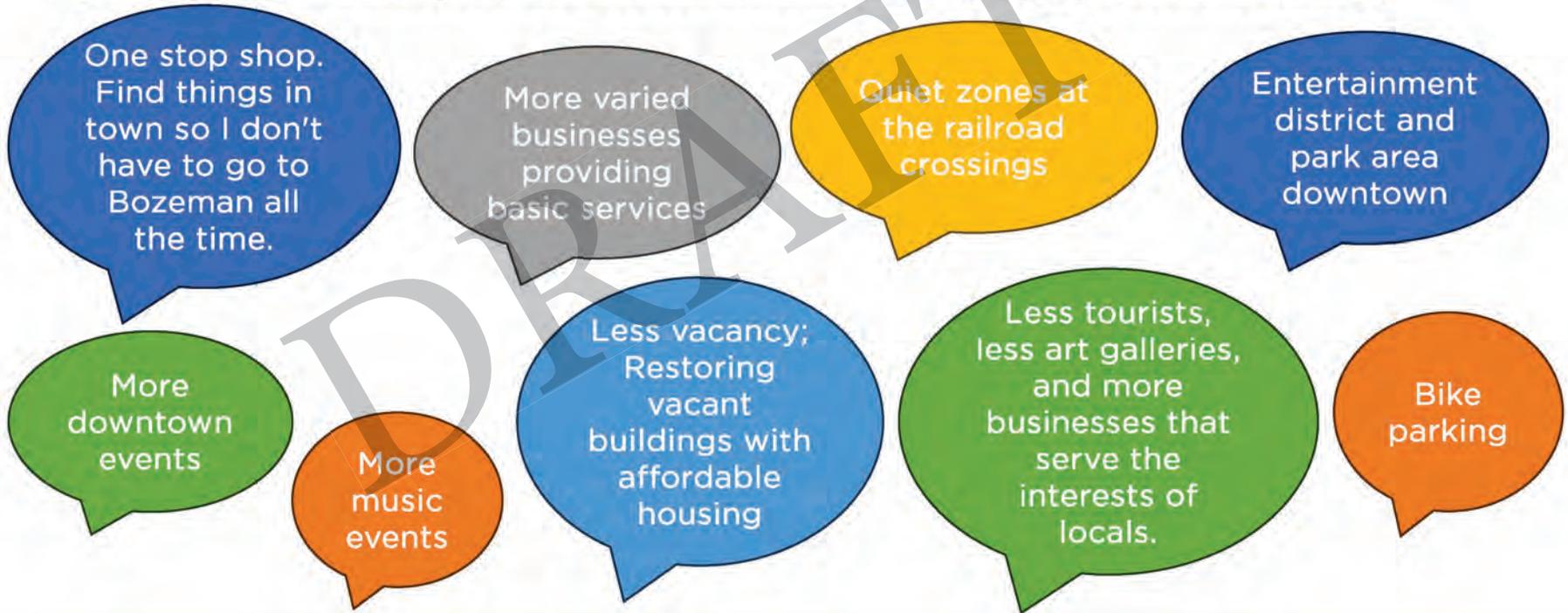
- Sampling of Responses with Consistent Themes (continued):



COMMUNITY ENGAGEMENT CATALOG

Preliminary Visioning Survey - Results Summary

- Sampling of Responses with Consistent Themes (continued):



COMMUNITY ENGAGEMENT CATALOG

Preliminary Visioning Survey – Results Summary

• Sampling of Responses with Consistent Themes (continued):

More places for breakfast and shopping – particularly family-oriented

A small grocery store downtown (like Ricci's)

Longer hours at small businesses

Beautification of more than just Main Street

Unique – non-chain – retail options

Pocket parks and shaded areas

Better parking regulation

A thriving street level with everyday businesses and local restaurants

More benches and tree lined streets

Safer routes to school – bicycling and walking – for kids

COMMUNITY ENGAGEMENT CATALOG

Preliminary Visioning Survey - Results Summary

- **Residents** (of Livingston and/or Park County):
 - In one word, what would be your vision for the future of Downtown Livingston?



Appendix



BUSINESS OWNER BREAKFAST 11.15

VISION: ♦ INCREASE WAYS TO GET AROUND

- ♦ HOW TO "CAPTURE" VISITATION & PULL VISITORS FROM HWY. INTO DOWNTOWN
- ♦ MAKE KNOWN EASE OF ACCESS FROM HWY. → CO-MARKET BUSINESSES
- ♦ EMPHASIZE CO-BENEFITS TO BUSINESS USES ♦ GET WORD OUT ON COLLABORATION & EVENTS
- ♦ NEED FOR BASIC SERVICES → "UNDERWEAR & SOCKS!"
- ♦ CONNECT UNDER-DEVELOPED, INDUSTRIAL AREAS ♦ CLEAN & SAFE & ACCESSIBLE

• UNDERSTAND OTHER BUSINESS OFFERINGS

WEAKNESSES

- OFFICES USING STOREFRONT SPACES
- COULD USE ANCHOR STORES → ESP. S. OF LEWIS
- RELUCTANCE TO WALK A FEW BLOCKS TO VISIT BUSINESSES
- PARKING NEEDS CAUSE STRAIN ON N HOODS → UTILIZE SOME PRIVATE SPACES w/ CREATIVE SOLUTIONS? → PRIORITY ACCESSIBLE NEED → DEDICATED BUSINESS OWNER PARKING
- LACK OF PUBLIC RESTROOMS
- LACK OF EFFICIENT STRIPING/MARKING FOR PARALLEL PARKING
- 2-HR LIMIT IS CHALLENGING FOR LONG-TERM USE BUSINESS USE NEEDS → ie SPAS
- WEEKEND STRAIN ON PARKING CAPACITY → NEED FOR RESIDENT PARKING & NEW DEVELOPMENT

- + TELL "UNTOLD" STORIES OF DOWNTOWN!
- + "WORK TO SCHOOL" PROGRAMS
- + HOUSING ALONG RAILROAD OWNED PROPERTIES

THREATS

- **WORKFORCE SHORTAGE DIRE** → LACK OF SKILLED LABOR
- LACK OF HOUSING AVAILABILITY → AFFORDABILITY & HIGH RENTAL RATES
- CYCLE OF LACK OF HOUSING INCREASING LABOR COST & OPERATIONS COST
- REMOTE WORKFORCE FURTHER STRAINING HOUSING SHORTAGE → LIVE IN PARADISE & WORK REMOTE
- LACK OF HIGH SCHOOLERS IN WORKFORCE
- PARKING STRAIN BY STRS
- BOZEMAN'S LACK OF AFFORDABILITY
- LACK OF PUBLIC TRANSIT PRECLUDING WORKFORCE OPPORTUNITY
- STR TAKING AFFORDABLE HOUSING CAPACITY

STRENGTHS

- + WE ARE A DESTINATION → LOVING PLACE TO DEATH
- + RIVER & ACTIVITIES
- + WORLD-CLASS MUSEUM & ASSETS
- + ICONIC SMALL, MONTANA TOWN
- + LOCALLY OWNED, QUIRKY BUSINESSES → NO NATIONAL CHAINS
- + ARTS PRESENCE - OF ALL KINDS!
- + STRONG BID.
- + LACK OF INFILL → TRANSITION TO N HOOD
- + UNPRETENTIOUS (BUT PROUD)
- + NATIONAL PARK CONNECTION & HISTORY

OPPORTUNITIES

- RESTAURANT CLOSURES / STAGGERED SCHEDULES → WORKFORCE SHORTAGE
- CHALLENGE TO COMMUTE IN / VISIT IN WINTER → PASSENGER RAIL / BUS SERVICES TO / FROM BOZEMAN, ETC.
- + HELP LOCAL BUSINESSES PROBLEM-SOLVE → LINK HOUSING TO EMPLOYMENT
- + SHARED BUSINESSES → MODULAR?
- + INCREASED PARKING CAPACITY w/ DIFFERENT CONFIGURATIONS
- + SHUTTLE TO / FROM PARK & AROUND DOWNTOWN CORE
- + MIXED-USE SPACES → SEASONAL USE CHANGE → MORNING / EVENING POP-UP
- + FOOD TRUCK / POP-UP TO SUPPLEMENT DEMAND → LUNCH (STRAIN LABOR)

ONE CHANGE:

- 2ND-STORY DEVELOPMENT
- REVITALIZE / INFILL
- RETAIL 1ST FLOORS
- BUSINESSES LIT AT NIGHT
- MORE BUSINESS COLLAB.
- CLEANER STREETS & ALLEYS
- CIGARETTE BUTT STATIONS
- LANDSCAPING
- MIXED-USE HOTEL

Notes from a SWOT (Strengths, Weaknesses, Opportunities, Threats) Analysis conducted at the Business Owner Breakfast

COMMUNITY ENGAGEMENT CATALOG

URA STRATEGY WORKSHOP

VISION(S)

- ABILITY FOR LOCAL ENTREPRENEURS
- LOCAL BUSINESSES VS. CHAINS
- UNIQUENESS!
- PLACES FOR ALL TO ENJOY
- EVENT-FOCUSED
- AFFORDABLE
- INFORMAL & QUIRKY
- PARKING MANAGEMENT w/o GARAGE

- EASY TO ACCESS / CONNECTED
⇒ ESP. NON-VEHICULAR
- SAFETY & PLACEMAKING
⇒ CONSISTENT ACTIVATION
- PARK BEAUTIFICATION
- LEVERAGE ALL OF URA DISTRICT
⇒ IMPROVEMENTS BEYOND MAIN
- BELONGING FOR ALL - MAKERS, RESIDENTS
⇒ ENTREPRENEURIAL
- DECREASED VACANCY / UNDERUTILIZATION
- "AFTER-HOURS" DOWNTOWN ACTIVATION
- HIGHER PAYING JOBS & MORE OF THEM
- BUS CONNECTIVITY
- ADAPTIVE REUSE

ROLES / PROGRAMS

- PARKING FUNDING
- WAYFINDING
- POCKET PARKS / PLAZAS
- BUSINESS ATTRACTION
- PROPERTY REDEVELOPMENT / LAND ACQUISITION
- FUNDRAISING BEYOND TIF
- Hwy. PLACEMAKING & ACCESS (RRFBs)
↳ IN PARK ST.
- BE "NOT JUST ONE POSTCARD VIEW"
- MARKETING / COMMUNICATION ON TIF BENEFITS
↳ INCLUDING "HOW TO" BROCHURES
- PROPERTY STABILIZATION
↳ ESP. ALONG PARK ST. (RAIL OWNERSHIP)
"ANOTHER DISTRICT?"
- ACCESS TO NORTH SIDE
- HOUSING DEVELOPMENT
↳ ADUS

- RETURN TO RAILROAD ROOTS
- MORE PEOPLE LIVING DOWNTOWN
⇒ 2ND STORY CONVERSIONS
- VIBRANCE
- BODEGA / DAILY NEEDS CONVENIENCE
- AVOID OUT-OF-SCALE DEVELOPMENT
⇒ "CANYONS"
- TREES & SHADE ⇒ NATURALIZE
- PARKING MANAGEMENT
⇒ 2ND/3RD FLR. PARKING IN INVITING BLDGS.
- BEAUTIFICATION
⇒ BURDEN OFF OF BUSINESSES
- SAFETY
- SHORT- AND -LONG-TERM GOALS / FUNDING
- WORKFORCE HOUSING

- LOCAL BUSINESS SUPPORT
⇒ LESSON RISK
- DIVERSIFY USES DOWNTOWN
- ALIGNMENT w/HISTORIC PRESERVATION
- LOWER POLLUTION/WASTE
- OWN PROPERTY / WORK TO DEVELOP
⇒ INVOLVE IN IDEATION
- CROSS-COLLABORATION w/BID & CITY DEPARTMENTS WHEN POSSIBLE
- COHESION & PROACTIVE FUNDING

MOST NEEDED IMPROVEMENTS

- COMMUNITY BENEFIT BY ACTIVATION OF UNDERUTILIZED SPACES
⇒ GATHERING, NON-COMMERCIAL SPACES
- UTILIZATION OF EXISTING SPACE + BEYOND JUST MAIN STREET ⇒ CIVIC CENTER
- SOLVE THE PARKING PROBLEM
⇒ CALIBRATE AVAILABILITY TO EVENTS & DAILY USE
- A PLACE TO VISIT, GATHER & PATRONIZE FOR ALL AGES & MEANS
⇒ LEVERAGE LOCAL CREATIVES
↳ PARK COUNTY ART GRANT TIES?

Notes from November 14, 2023 URA Strategy Workshop

COMMUNITY ENGAGEMENT CATALOG

COMMUNITY WORKSHOP & OPEN HOUSE EXERCISES - SUMMARIZED INPUTS

NOVEMBER 14TH - 16TH, 2023



LAND USE & ACTIVATION EXERCISE

At the Community Workshop / Charrette, and at the Community Open House, participants were asked to collaborate with other groups of attendees to express their map-based ideas within the Downtown Master Plan Study Area.

For this exercise, participants focused on the land uses and activation opportunities they would like to see in the future within the Downtown, and placed color-coded dots on areas to indicate those preferences. In addition, participants were encouraged to add notes to the map with markers and post-it notes to further elaborate on their specific preferences.

A consolidated set of the inputs received is shown on top of the map to the right. Consistent themes expressed across all of the participant groups included:

- Pocket Park / Plaza interest to activate the parking lots along Main Street
- Expansion of some shops restaurants south toward the river
- Interest in Residential Infill

KEY TO SUMMARIZED RESULTS SHOWN ON MAP

- Pocket Park / Plaza Space
- Residential
- Shops / Restaurants
- Hotel

** Notes/additional markups added to map are shown as post-it notes **



Livingston DOWNTOWN MASTER PLAN

Downtown Master Plan - Underutilized Parcels / Opportunity Sites Exercise

City of Livingston Boundary	2+ Story Buildings	County Owned Parcels	Low Floor Area Ratio Parcels (< 0.25)
Plan Area Boundary (Also Urban Renewal Authority [URA] Boundary, except where noted)	City/School District Owned Parcels	Vacant Parcels	Parcels with Land Value 2Xs (or more) Building Value

Scale: 0, 150, 300 FEET

CRESCENDO PLANNING + DESIGN, EPS, RPA

COMMUNITY ENGAGEMENT CATALOG

COMMUNITY WORKSHOP & OPEN HOUSE EXERCISES - SUMMARIZED INPUTS

NOVEMBER 14TH - 16TH, 2023



Appendix

CIRCULATION & MOBILITY EXERCISE

At the Community Workshop / Charrette, and at the Community Open House, participants were asked to collaborate with other groups of attendees to express their map-based ideas within the Downtown Master Plan Study Area.

For this exercise, participants focused on the circulation and mobility opportunities they would like to see in the future within the Downtown, and placed color-coded dots on areas to indicate those preferences. In addition, participants were encouraged to add notes to the map with markers and post-it notes to further elaborate on their specific preferences.

A consolidated set of the inputs received is shown on top of the map to the right. Consistent themes expressed across all of the participant groups included:

- Gateway desires along Park St., from I-90, at Geyser & Park St. and to/from Sacajawea Park
- Stronger Connections to Sacajawea Park
- Stronger Access to the North side of town

KEY TO SUMMARIZED RESULTS SHOWN ON MAP

- Gateway Opportunity
- Local Destination
- Tourist Destination
- Need for better access
- Desire for better/safer connection

** Notes/additional markups added to map are shown as post-it notes **



Livingston Downtown Master Plan - Circulation & Mobility Exercise

City of Livingston Boundary	Park	Rail Lines	Previously Planned Bike Routes
Plan Area Boundary (Also Urban Renewal Authority [URA] Boundary, except where noted)	Body of Water	Multi-Use Trails	North Arrow and Scale bar (0, 500, 1000 FEET)

CRESCENDO PLANNING DESIGN EPS RPA

Summarized Inputs from Community Workshop & Open House Exercises

COMMUNITY ENGAGEMENT CATALOG

COMMUNITY WORKSHOP & OPEN HOUSE EXERCISES - SUMMARIZED INPUTS

NOVEMBER 14TH - 16TH, 2023



PARKING MANAGEMENT EXERCISE

At the Community Workshop / Charrette, and at the Community Open House, participants were asked to collaborate with other groups of attendees to express their map-based ideas within the Downtown Master Plan Study Area.

For this exercise, participants focused on how they would like to see parking managed in the future within the Downtown, indicated places where they experience difficulty finding parking today. They placed color-coded dots on areas to indicate those preferences. In addition, participants were encouraged to add notes to the map with markers and post-it notes to further elaborate on their specific preferences.

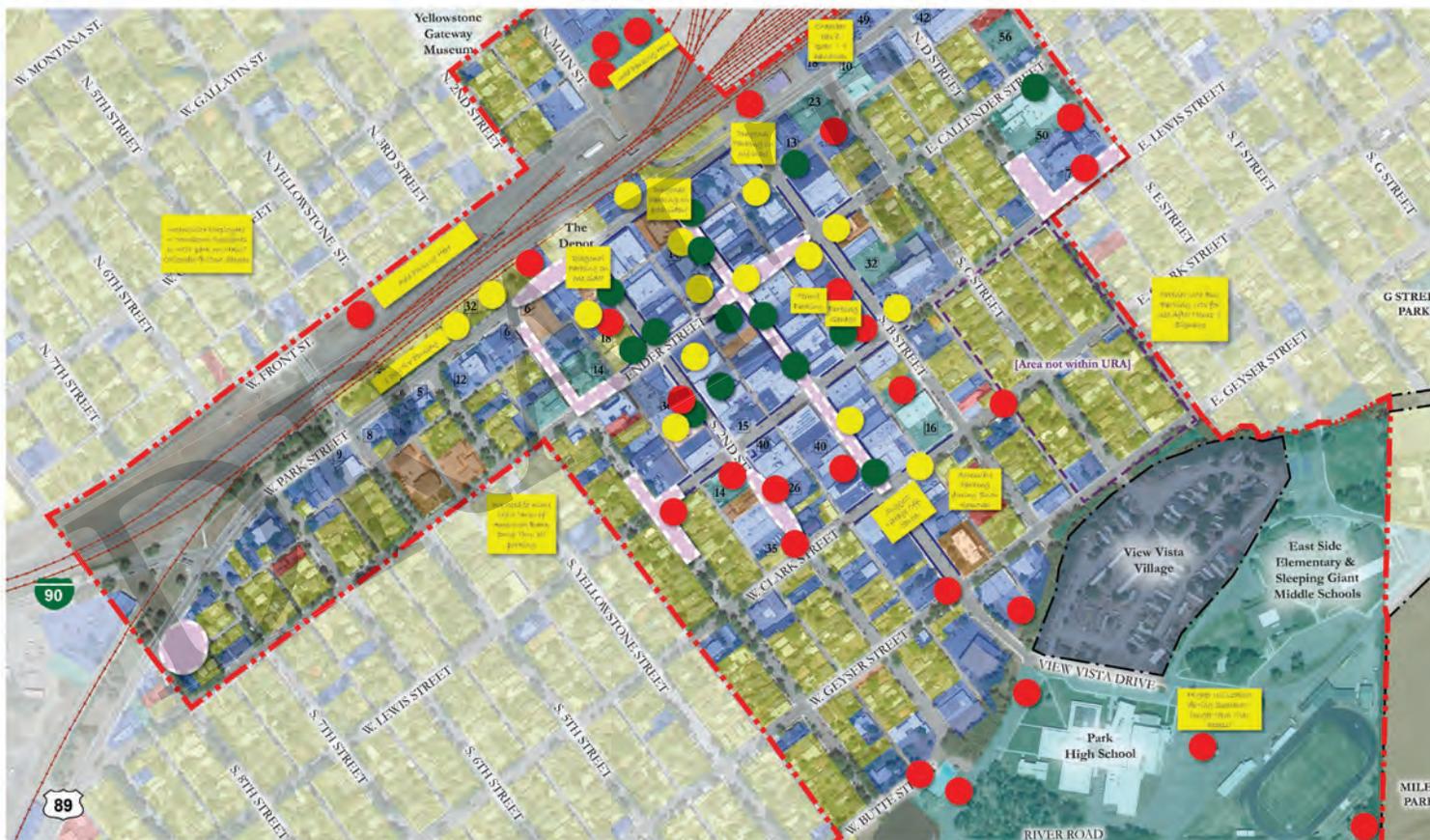
A consolidated set of the inputs received is shown on top of the map to the right. Consistent themes expressed across all of the participant groups included:

- Lack of available parking on Main St.; Desire for higher turnover spaces there
- Longer-term parking desire at The Depot & in Parking Lots

KEY TO SUMMARIZED RESULTS SHOWN ON MAP

- Potential high-turnover area (-30 minutes)
- Potential long-stay area (3+ hours)
- Additional 2-hour limits needed
- Areas you have trouble finding parking regularly

** Notes/additional markings added to map are shown as post-it notes **



Downtown Master Plan - Parking Zones Exercise

LEGEND

- City of Livingston Boundary
- Plan Area Boundary (Also Urban Renewal Authority [URA] Boundary, except where noted)
- Parking Spots on Surface Lot
- Existing 2-Hr Parking Zone
- Existing Land Uses: Mixed-Use, Commercial, City/County, Medium Density Residential, Low Density Residential

Scale: 0, 150, 300, 500 FEET

Logos: CRESCENDO PLANNING+DESIGN, EPS, RPA

Summarized Inputs from Community Workshop & Open House Exercises

COMMUNITY ENGAGEMENT CATALOG

COMMUNITY WORKSHOP & OPEN HOUSE EXERCISES - SUMMARIZED INPUTS

NOVEMBER 14TH - 16TH, 2023



Appendix

ARTS/AMENITIES/ EVENTS EXERCISE

At the Community Workshop / Charrette, and at the Community Open House, participants were asked to collaborate with other groups of attendees to express their map-based ideas within the Downtown Master Plan Study Area.

For this exercise, participants focused on the arts, amenities and events opportunities they would like to see in the future within the Downtown, and placed color-coded dots on areas to indicate those preferences. In addition, participants were encouraged to add notes to the map with markers and post-it notes to further elaborate on their specific preferences.

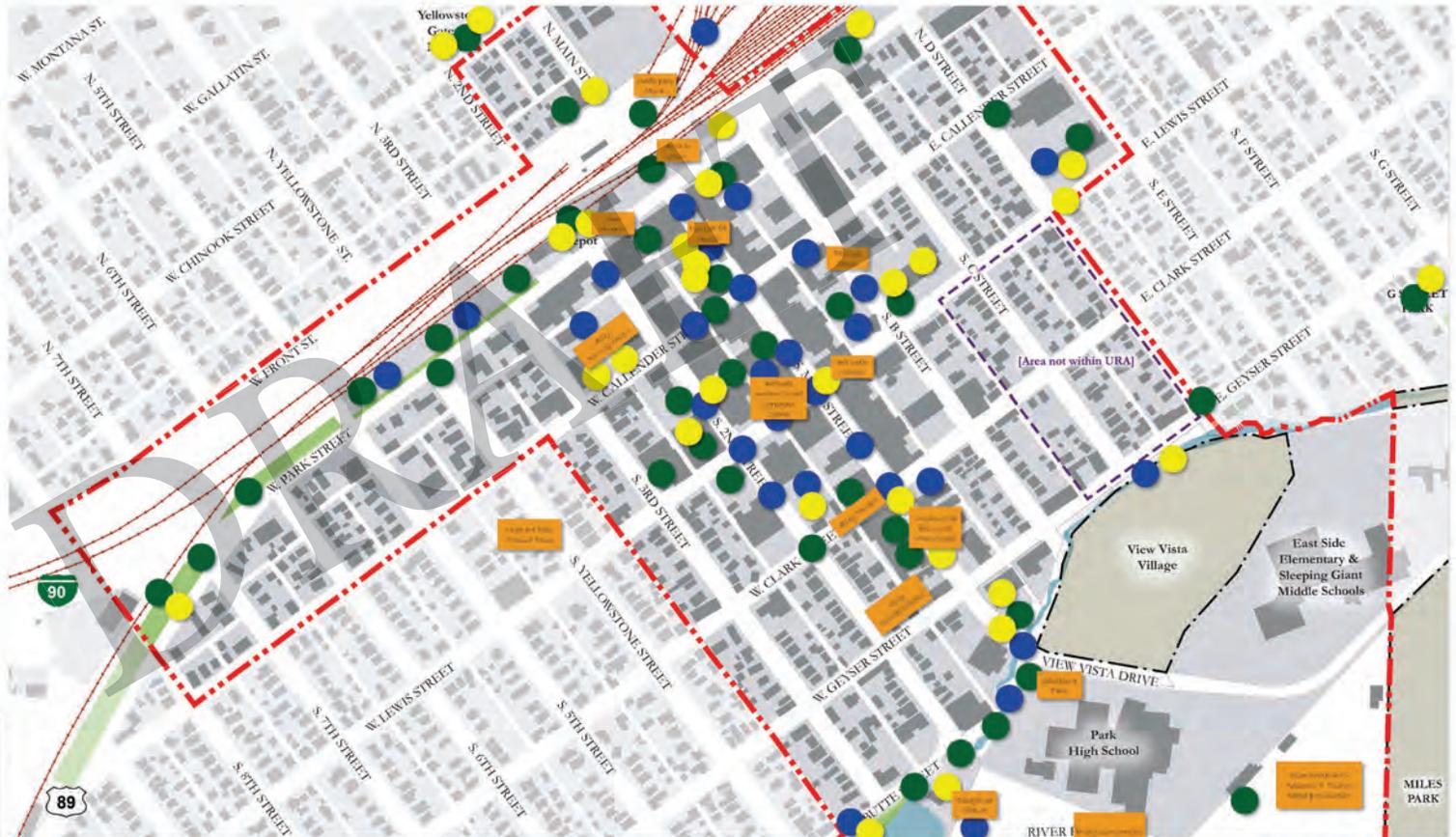
A consolidated set of the inputs received is shown on top of the map to the right. Consistent themes expressed across all of the participant groups included:

- Desire for Public Art as Gateway Opportunities along Park Street - 7th & Park; at Main & Park and Leading to the Yellowstone River
- Opportunities for temporary closures/events
- Promotion of The Depot & Gateway Museum

KEY TO SUMMARIZED RESULTS SHOWN ON MAP

- Public Art Opportunity
- Opportunity for temporary closures / gatherings
- Asset / Amenity in need of promotion / enhancement

** Notes/additional markups added to map are shown as post-it notes **



Downtown Master Plan - Arts/Amenities/Events Exercise

LEGEND

- City of Livingston Boundary
- Plan Area Boundary (Also Urban Renewal Authority [URA] Boundary, except where noted)
- Park
- Body of Water
- Building Footprints
- Blocks
- Rail Lines

Scale: 0, 50, 100, 150, 300, 500 FEET

Logos: CRESCENDO PLANNING + DESIGN, EPS, RPA

Summarized Inputs from Community Workshop & Open House Exercises

COMMUNITY ENGAGEMENT CATALOG

EMERGING IDEAS

WHAT WE'RE HEARING SO FAR... WHAT RESONATES?

Livingston
DOWNTOWN MASTER PLAN

EMERGING IDEAS

WHAT WE'RE HEARING SO FAR... WHAT RESONATES?

Livingston
DOWNTOWN MASTER PLAN

WHICH OF THESE IDEAS WE'VE HEARD FROM THE COMMUNITY (SO FAR), DO YOU THINK SHOULD BE PRIORITIZED/FURTHER EXPLORED? (PICK UP TO FOUR PER CATEGORY)

LAND USE & ACTIVATION IMPROVEMENTS # = NUMBER OF DOTS PLACED ON IDEA -XXXX XXX = WRITE-IN IDEAS

 24	 24	 31	 65
 50	 27	 72	 48

WHICH OF THESE IDEAS WE'VE HEARD FROM THE COMMUNITY (SO FAR), DO YOU THINK SHOULD BE PRIORITIZED/FURTHER EXPLORED? (PICK UP TO FOUR PER CATEGORY)

STREETScape & MOBILITY IMPROVEMENTS # = NUMBER OF DOTS PLACED ON IDEA -XXXX XXX = WRITE-IN IDEAS

 45	 12	 22	 7
 78	 71	 37	 40

WHAT OTHER IDEAS DO YOU HAVE? (WRITE THEM IN HERE!)

- 5 MORE HOTELS DOWNTOWN
- A TARGET DOWNTOWN
- STORE AT NW ENERGY BUILDING
- HEIGHT RESTRICTIONS ON MULTI-STORY (MENTIONED TWICE)
- MORE NATURE DOWNTOWN - NATIVE PLANTS (MENTIONED 5 TIMES)
- POLLINATOR CORRIDORS & GREENWAYS (MENTIONED TWICE)
- TRADE SCHOOL / SMALL BUSINESS INCUBATION (MENTIONED TWICE)
- PUBLIC RECREATION CENTER
- MORE COMMUNITY GARDENS (MENTIONED TWICE)
- NATURE-BASED RESILIENCE SOLUTIONS (MENTIONED TWICE)

WHAT OTHER IDEAS DO YOU HAVE? (WRITE THEM IN HERE!)

- IMPROVED SIDEWALKS (MENTIONED TWICE)
- SENIOR & KIDS MUTUAL ZONES (I.E. GARDENS)

ARTS, CULTURE & AMENITIES IMPROVEMENTS # = NUMBER OF DOTS PLACED ON IDEA -XXXX XXX = WRITE-IN IDEAS

 26	 42	 45	 28
 58	 35	 33	 27

PARKS & OPEN SPACE IMPROVEMENTS # = NUMBER OF DOTS PLACED ON IDEA -XXXX XXX = WRITE-IN IDEAS

 49	 27	 38	 73
 26	 44	 38	 24

WHAT OTHER IDEAS DO YOU HAVE? (WRITE THEM IN HERE!)

- DON'T PREVENT ENERGY EFFICIENCY & CLEAN ENERGY

WHAT OTHER IDEAS DO YOU HAVE? (WRITE THEM IN HERE!)

- WIND SCREENS (MENTIONED TWICE)
- WIND SCULPTURES (MENTIONED TWICE)
- FIRST FLOOR STREET LEVEL RETAIL ONLY
- PARKING GARAGE (MENTIONED TWICE)

COMMUNITY ENGAGEMENT CATALOG

Appendix



Draft Plan Framework - Focus Group Feedback

COMMUNITY ENGAGEMENT CATALOG



Appendix

COMMUNITY ENGAGEMENT CATALOG

Appendix



Draft Plan Framework - Focus Group Feedback

COMMUNITY ENGAGEMENT CATALOG



COMMUNITY ENGAGEMENT CATALOG

Appendix



Draft Plan Framework - Focus Group Feedback

Final Report

Livingston Downtown Housing Study

The Economics of Land Use



Prepared for:
City of Livingston, Montana

Prepared by:
Economic & Planning Systems, Inc.

August 2, 2024

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1. Introduction and Summary of Findings

As part of the process to create a new Downtown Master Plan for the City of Livingston led by Crescendo Planning + Design, Economic & Planning Systems, Inc. (EPS) was tasked with providing the City of Livingston with a greater understanding of housing conditions and opportunities in the Downtown Livingston Study Area.

This report documents existing conditions in Downtown Livingston including the area's housing supply, estimates demand for future housing, and assesses the feasibility of housing prototypes in the Study Area and associated financial gaps.

Key Findings

Housing Study

- 1. The cost and composition of the housing stock in Livingston has started to shift, which has impacts on both renters and prospective homeowners.**

Nearly half of renter households in Livingston are cost burdened, meaning they spend more than 30 percent of their income on rent. Of these households, roughly 18 percent are severely cost burdened, meaning they spend more than 50 percent of income on rent. Additionally, many households in Livingston are unable to purchase a home at the current median sales price, based on their annual income. To afford a single-family home in Livingston at the estimated 2023 median listing price of \$682,000, a household would need to earn over \$160,000 annually (229% of the 2023 Park County AMI for a 2-person household).

- 2. Over 80 percent of the job growth in Park County in the past five years (from 2018-2023) is attributed to industries with average wages that translate to household incomes below 120% of AMI.**

Wages paid for many of the jobs being created in the county predominately equates to a household income of \$90,000 to \$120,000 per year depending on household size. Livingston HealthCare is the city's largest employer, which contributes to Health Care being the largest employment industry, followed by Retail Trade, Accommodation/Food Services, Public Administration, and Education. The growth of these industries will continue to generate demand for housing options affordable to those earning at or below the area median income.

3. The City of Livingston overall needs to continue to attract diverse housing products to keep pace with employment-driven demand.

Livingston is estimated to need 85 new housing units per year over the next 10 years to keep pace with workforce demands. A large share of this demand will be for attached and multifamily housing.

During the past decade, the small inventory of rental apartments units in the city has not kept pace with demand and the number of rental units in the Downtown area has even declined. However, new multifamily for-sale housing has been constructed in recent years, and new condo units in Livingston (outside of the Study Area) have sold for less than \$400,000, which can serve as an attainable for-sale housing option.

Feasibility Analysis

4. The City can benefit from increased housing options in Downtown that are affordable to the existing workforce; however, there are development feasibility challenges for all three of the potential housing products identified for Downtown.

The goal of attracting any significant new housing Downtown, especially housing that is affordable to the City's workforce, will likely require regulatory and/or financial support. Housing options 2 and 3 are the types of projects that would provide attainable options for the workforce, but there are feasibility gaps that need to be addressed through use of regulatory and financial tools. Proactive efforts by the City, URA, and other partners can lead to the development of these types of projects.

5. It is unlikely that medium-to-large scale, vertical, mixed-use housing projects (greater than 20 units) will be feasible for development Downtown in the near future due to financing gaps.

The construction of condos and/or luxury rental units would need to be accommodated through smaller projects that would likely involve the adaptive reuse of existing buildings Downtown.

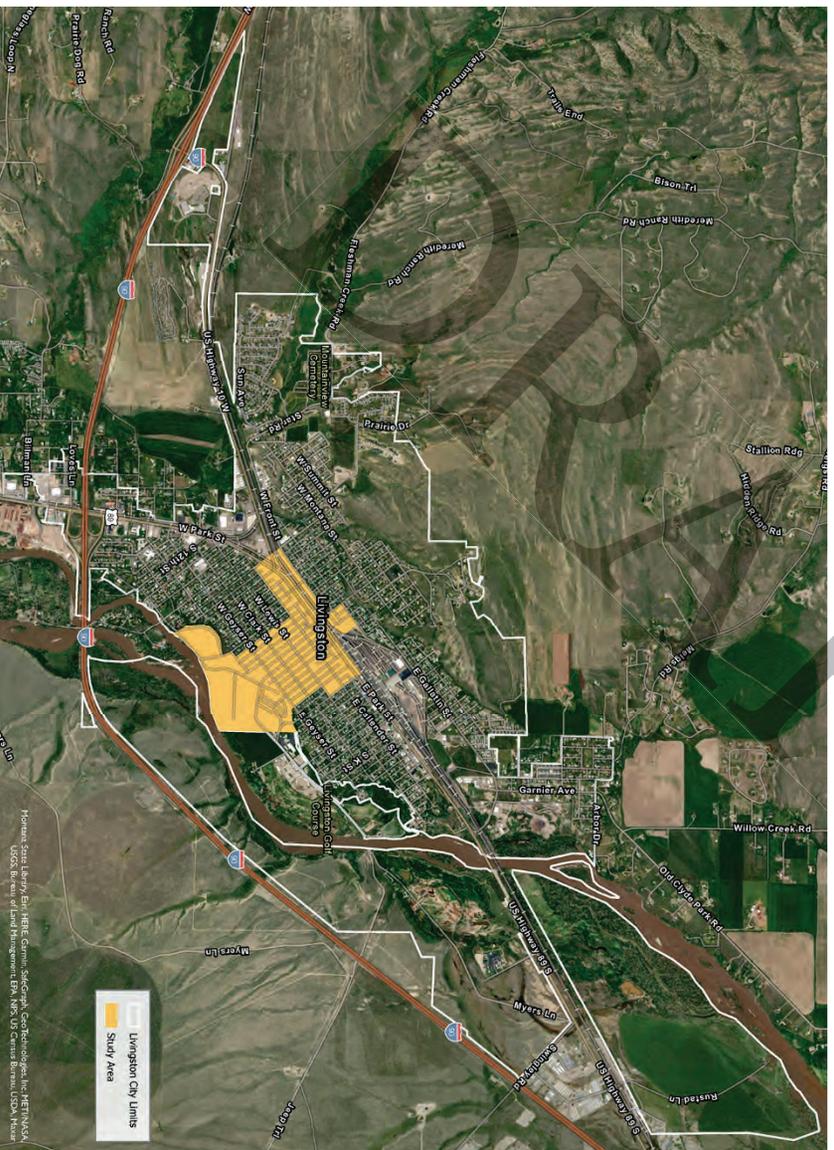
2. Economic and Demographic Profile

This chapter summarizes economic and demographic trends in the Downtown Livingston Study Area, the City of Livingston, and Park County. This section includes trends on population, households, age, and income, followed by an analysis of employment trends in Livingston and Park County.

Study Area

The Downtown Study Area is shown below in **Figure 1**. The Study Area contains Downtown Livingston and the Urban Renewal Authority (URA) boundary. Trends within this Study Area are compared to trends within the city and county at large.

Figure 1. Study Area



Demographics

The Study Area has grown at a slightly faster rate than Livingston and Park County overall since 2010. The Downtown Study Area grew in population by 285 residents from 2010 to 2023, shown in **Table 1**. This equates to 13.8 percent of the total population growth in Park County during this period. Between 2010 and 2023, the Study Area grew by 126 households, a 19 percent increase from 650 households in 2010.

Table 1. Population and Household Trends, 2010-2023

Description	2010	2023	2010-2023		
			Total %Change	Ann. %	% Capture
Population					
Study Area	1,077	1,362	285	26%	1.8%
Livingston	7,600	8,900	1,300	17%	1.2%
Park County	15,636	17,704	2,068	13%	1.0%
Households					
Study Area	650	776	126	19%	1.4%
Livingston	3,571	4,197	626	18%	1.3%
Park County	7,310	8,282	972	13%	1.0%

Source: ESRI Business Analyst, Economic & Planning Systems

The Study Area's residents have a median age of 48.3 which is slightly higher than Livingston (with a median age of 45.7), but similar to Park County's median age (48.8).

The median household income in the Study Area of \$44,892 is notably lower than the city and county, however this is somewhat due to the smaller household sizes. The Study Area's average household size (1.70) is smaller than the city and county (2.08 and 2.12 respectively), as shown in **Table 2**.

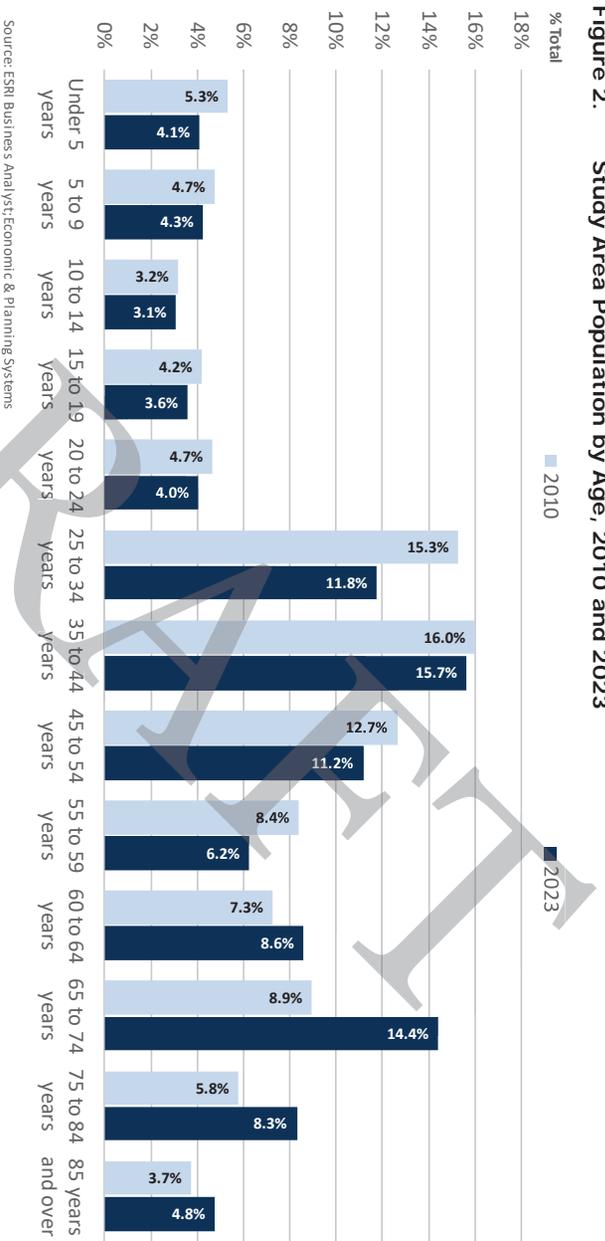
Table 2. Demographic Comparison, 2023

	2023		
	Study Area	Livingston	Park County
Population	1,362	8,900	17,704
Median Age	48.3	45.7	48.8
Median Household Income	\$44,892	\$55,398	\$62,610
Average Household Size	1.70	2.08	2.12

Source: ESRI Business Analyst, Economic & Planning Systems

The Downtown Study Area has seen its population trend older since 2010. The Study Area's median age has increased by 5.6 years since 2010, from 42.7 to 48.3. When looking at the Study Area's share of population by age, every cohort under the age of 59 has decreased in share of population between 2010 and 2023. Conversely, the share of residents over the age of 60 has increased by a total of 10.4 percentage points, seen in **Figure 2**. This may indicate that Downtown Livingston is attracting more retirees.

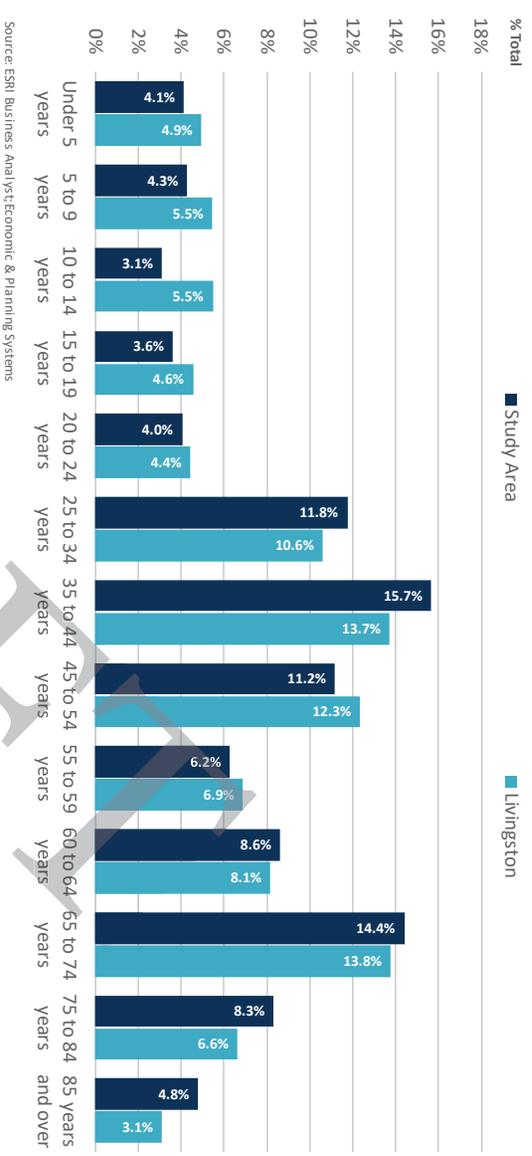
Figure 2. Study Area Population by Age, 2010 and 2023



The trend towards older residents in the Downtown Study Area aligns with citywide trends. The median age in Livingston increased by 3.8 years since 2010, from 41.9 to 45.7, reflecting the city's aging population.

As shown in **Figure 3**, a smaller proportion of residents under the age of 19 live within the Study Area compared to Livingston at large, approximately 16 percent compared to 20 percent. With that said, there is a larger share of residents in the 25 to 44 age range within the Study Area, indicating that Downtown Livingston is drawing a higher share of working-aged adults than the city at large.

Figure 3. Study Area and Livingston Population by Age, 2023



The Study Area has a much higher share of 1-person households than the city and county at large, as shown in **Table 3**.

Table 3. Household Type, 2010-2023

Description	Study Area		Livingston		Park County	
	2010	2023	2010	2023	2010	2023
Households^[1]						
With Children	17.5%	17.1%	24.8%	21.3%	23.5%	18.8%
1-Person	54.3%	51.1%	38.9%	38.9%	35.7%	34.4%

Source: ESRI; U.S. Census; Economic & Planning Systems
 [1] Households with children reflects 2022 figures and 1-person households reflects 2020 figures for 2023.

As shown in **Table 4**, from 2010 to 2023, the share of owner-occupied housing units increased in the Study Area, Livingston, and Park County overall. The Study Area gained approximately 134 owner-occupied housing units while renter-occupied units remained stagnant during this period.

Table 4. Tenure, 2010-2023

Description	Study Area		Livingston		Park County	
	2010	2023	2010	2023	2010	2023
Housing Units						
Owner-Occupied	279	413	2,265	2,744	4,938	5,656
Renter-Occupied	371	363	1,306	1,453	2,372	2,626
Total Occupied	650	776	3,571	4,197	7,310	8,282
	42.9%	53.2%	63.4%	65.4%	67.6%	68.3%
	57.1%	46.8%	36.6%	34.6%	32.4%	31.7%

Source: ESRI; Economic & Planning Systems

Employment

Livingston Employment

Livingston's total employment across all industries in 2022 was 4,123. This figure has grown by 422 since 2010, which translates to approximately 35 new jobs annually as shown in **Table 5**.

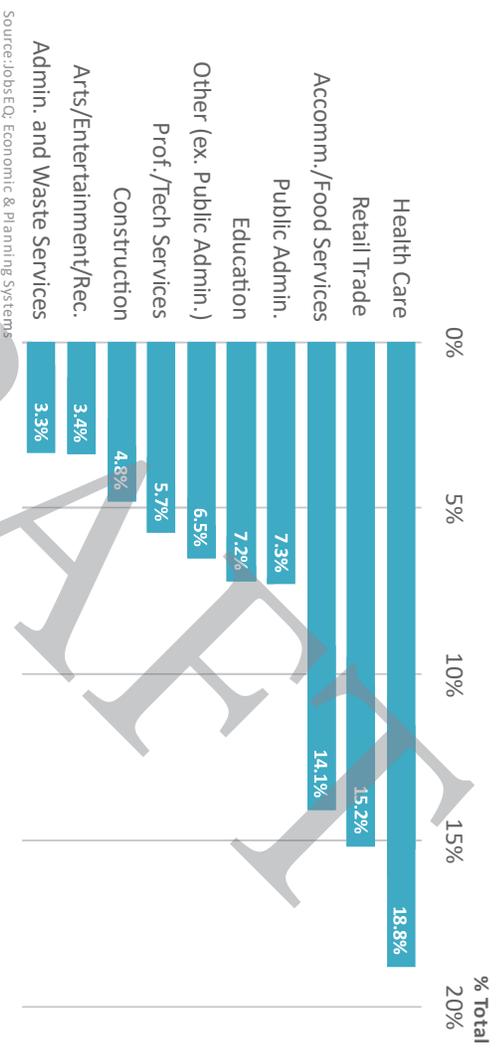
Table 5. Employment by Industry – Livingston, 2010-2022

Description	2010	2022	2010-2022	
			Total Ann. #	Ann. %
Livingston				
Ag./Forestry/Fishing	73	88	16	1
Mining	2	1	-1	0
Utilities	14	7	-7	-1
Construction	154	198	44	4
Manufacturing	244	62	-183	-15
Wholesale Trade	28	47	19	2
Retail Trade	449	626	177	15
Transport./Warehousing	75	47	-28	-2
Information	85	61	-24	-2
Finance	159	137	-22	-2
Real Estate	45	77	31	3
Prof./Tech Services	189	237	47	4
Management	37	35	-2	0
Admin. and Waste Services	34	138	103	9
Education	205	297	92	8
Health Care	659	775	116	10
Arts/Entertainment/Rec.	83	139	56	5
Accomm./Food Services	548	581	32	3
Other (ex. Public Admin.)	304	268	-36	-3
Public Admin.	312	300	-12	-1
Unclassified	0	2	2	0
Total Jobs - All Industries	3,701	4,123	422	35
				0.9%

Source: Jobs EQ: Economic & Planning Systems

Livingston's largest industries as of 2022 are Health Care with 775 jobs, followed by Retail Trade with 626 jobs, Accommodation/Food Services with 581 jobs, Public Administration with 300 jobs, and Education with 297 jobs. Together, these top five industries make up over 60 percent of Livingston's total employment base (**Figure 4**). The presence of Livingston HealthCare is the main reason that Health Care is the top industry citywide.

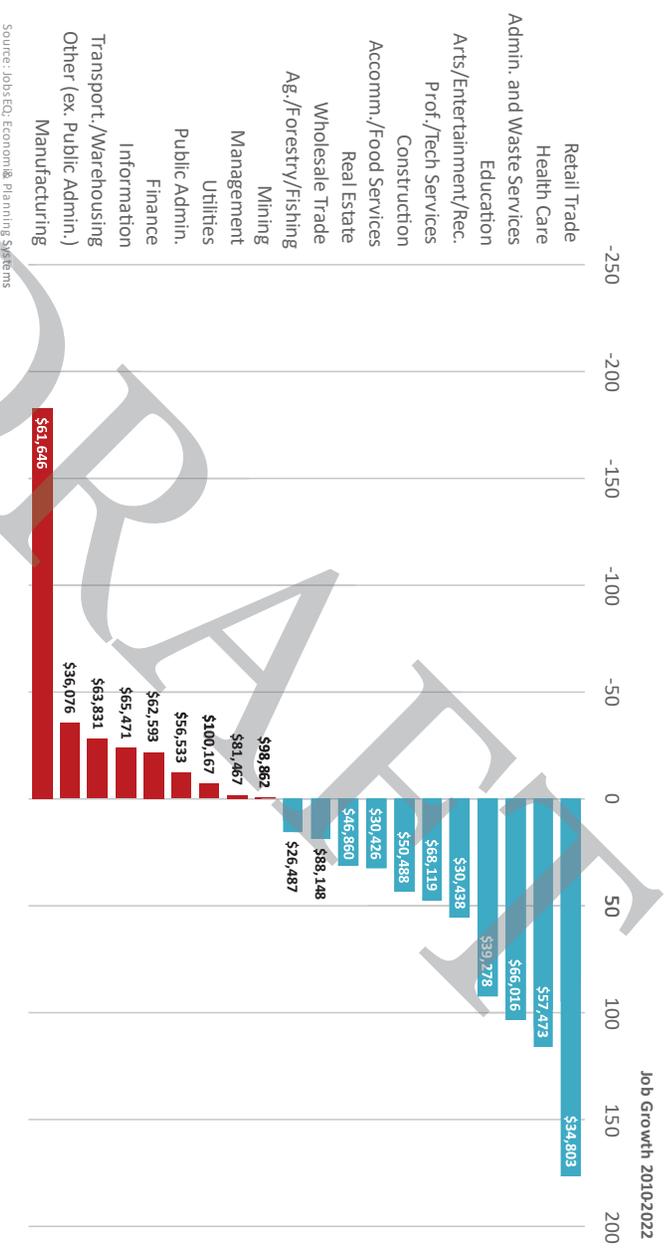
Figure 4. Largest Industries by Employment – Livingston, 2022



Between 2010 and 2022, Retail Trade was the fastest growing industry in Livingston, increasing by 177 jobs with an annual average income per worker of \$34,803. This annual wage translates to less than 60% of Park County's 2023 AMI for a 1-person household. Since HUD defines renters below 80% of AMI as low income, a single-person household earning this wage would fall under this threshold.

Overall, recent employment growth in Livingston has been primarily in lower wage industries. Other growing industries beyond Retail Trade include Administrative and Waste Services, which increased by 123 jobs, Health Care (adding 116 jobs), and Education (adding 103 jobs), and Education (adding 92 jobs). Employment in some of the highest paying industries, such as Mining, Management, and Utilities has remained stagnant since 2010. The Manufacturing industry saw the largest decrease in employment, as shown in **Figure 5**.

Figure 5. Job Growth by Industry and Wages – Livingston, 2010-2022



Park County Employment

Park County has seen a higher rate of employment growth than Livingston since 2010. As of 2022, Park County has approximately 8,000 jobs across all industries. This is 1,663 more jobs than in 2010 (equating to approximately 139 new jobs annually), as seen in **Table 6**.

Table 6. Employment by Industry – Park County, 2010-2022

Description	2010	2022	2010-2022	
			Total Ann. #	Ann. %
Park County				
Ag./Forestry/Fishing	419	440	20	0.4%
Mining	20	14	-6	-2.9%
Utilities	43	44	1	0.2%
Construction	518	756	239	3.2%
Manufacturing	296	463	168	3.8%
Wholesale Trade	37	76	39	6.1%
Retail Trade	708	875	167	1.8%
Transport./Warehousing	147	143	-4	-0.2%
Information	101	74	-27	-2.6%
Finance	178	160	-18	-0.9%
Real Estate	84	150	66	5.0%
Prof./Tech Services	253	374	121	3.3%
Management	37	41	4	0.9%
Admin. and Waste Services	117	330	213	9.0%
Education	486	427	-59	-1.1%
Health Care	676	828	152	1.7%
Arts./Entertainment/Rec.	189	317	129	4.4%
Accomm./Food Services	1,223	1,631	408	2.4%
Other Services (ex. Public Adm	470	513	43	0.7%
Public Admin.	330	333	2	0.1%
Unclassified	0	6	6	---
Total Jobs - All Industries	6,331	7,994	1,663	2.0%

Source: JobsEQ; Economic & Planning Systems

Park County's largest industries by employment are Accommodation/Food Services with 1,631 jobs, Retail Trade with 875 jobs, Health Care with 828 jobs, and Construction with 756 jobs as of 2022. These top four industries make up approximately half of the total employment in Park County (**Figure 6**).

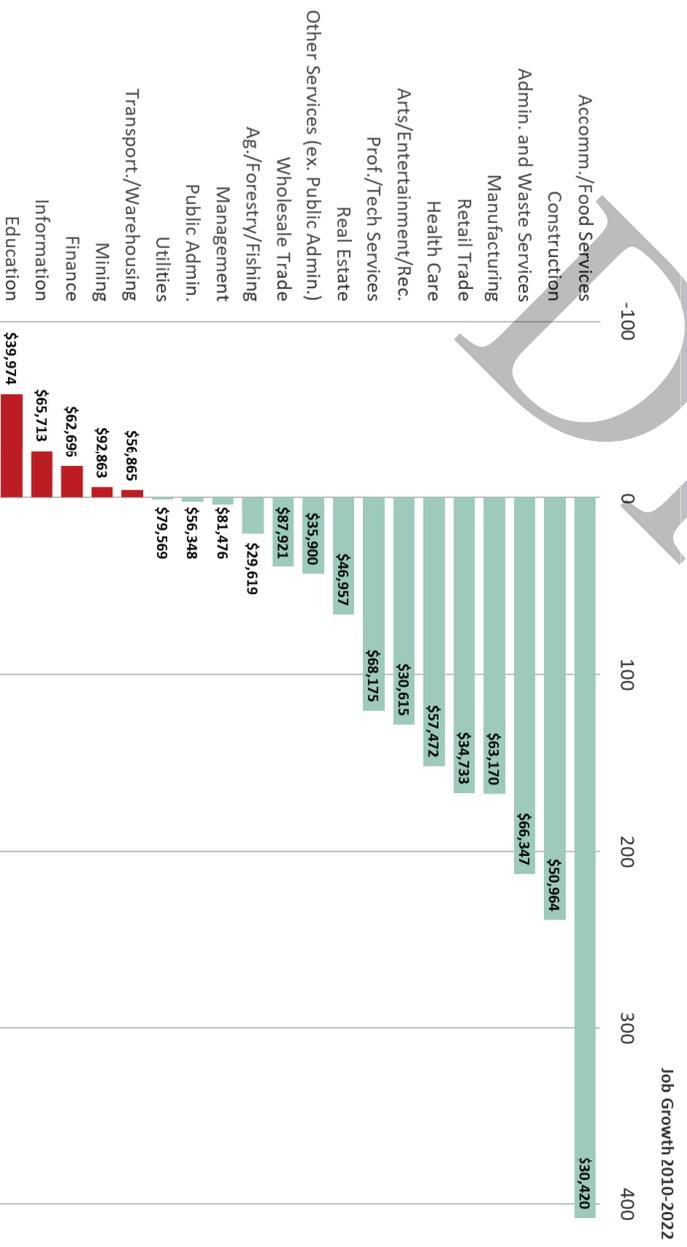
Figure 6. Largest Industries by Employment – Park County, 2022



Source: JobsEQ; Economic & Planning Systems

Between 2010 and 2022, the Accommodation/Food Services industry saw the highest amount of employment growth in Park County, adding just over 400 jobs (Figure 7). In 2022, the annual average wage of this industry was \$30,420, which is lower than almost every other industry (primarily due to the prevalence of tips in this industry, which is not accounted for in this data). Growth in the Accommodation/Food Services industry made up nearly a quarter of the total employment growth in Park County since 2010.

Figure 7. Job Growth by Industry and Wages – Park County, 2010-2022

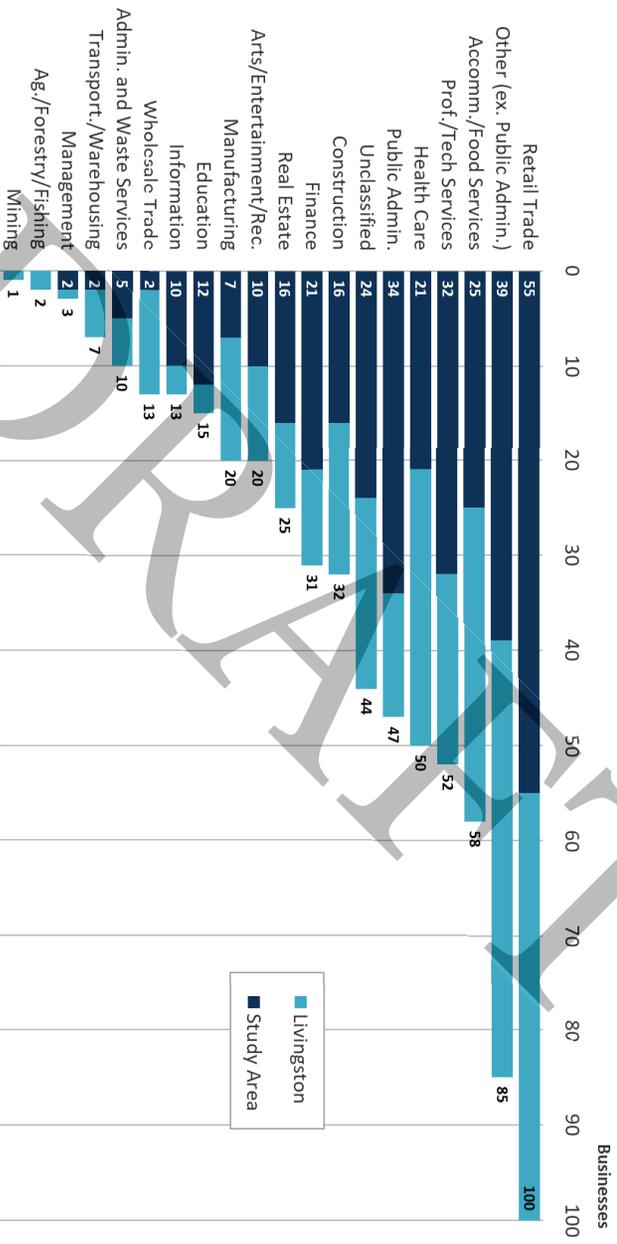


Source: JobsEQ; Economic & Planning Systems

Other industries that have seen employment growth include Construction (adding 239 jobs), Administrative and Waste Services (adding 213 jobs), Retail Trade (adding 167 jobs), and Manufacturing (adding 168 jobs). Since 2010, the County lost 59 jobs in Education and 27 jobs in Information (Table 6).

As shown in Figure 8, roughly half of Livingston’s Retail Trade and Accommodation/Food Services businesses are located Downtown within the Study Area. Many of Livingston’s businesses belonging to Professional Services industries are located Downtown. This includes 80 percent of Education, 77 percent of Information, and 72 percent of Public Administration businesses.

Figure 8. Businesses by Industry – Study Area and Livingston, 2023



Source: ESRI Business Analyst; Economic & Planning Systems

3. Real Estate Market Conditions

This chapter provides a summary of housing and commercial real estate trends in the Study Area, Livingston, and Park County. This chapter summarizes overall housing conditions, multifamily trends, and market factors related to the commercial market with a focus on retail and hospitality.

Housing Trends

Approximately 845 out of 4,545 housing units in Livingston are in the Downtown Study Area, which equates to 19 percent, as shown in **Table 7**.

In 2023, around 8.2 percent of housing units in the Study Area and 7.7 percent in Livingston were vacant. In comparison, Park County's residential vacancy rate was roughly two times higher than both the Study Area and city at 16 percent. These vacant units include homes used for seasonal, recreational, or occasional use.

Table 7. Housing Inventory, 2010-2023

Description	2010		2023		2010-2023	
	Total	% Total	Total	% Total	Total	Ann. # % Change
Study Area						
Occupied Housing Units	650		776			
Owner Occupied	279	42.9%	413	53.2%	134	10 48.0%
Renter Occupied	371	57.1%	363	46.8%	-8	-1 -2.2%
Vacant Housing Units	114	14.9%	69	8.2%	-45	-3 -39.5%
Total Housing Units	764		845		81	6 10.6%
Livingston						
Occupied Housing Units	3,571		4,197			
Owner Occupied	2,265	63.4%	2,744	65.4%	479	37 21.1%
Renter Occupied	1,306	36.6%	1,453	34.6%	147	11 11.3%
Vacant Housing Units	461	11.4%	348	7.7%	-113	-9 -24.5%
Total	4,032		4,545		513	39 12.7%
Park County						
Occupied Housing Units	7,310		8,282			
Owner Occupied	4,938	67.6%	5,656	68.3%	718	55 14.5%
Renter Occupied	2,372	32.4%	2,626	31.7%	254	20 10.7%
Vacant Housing Units	2,065	22.0%	1,572	16.0%	-493	-38 -23.9%
Total	9,375		9,854		479	37 5.1%

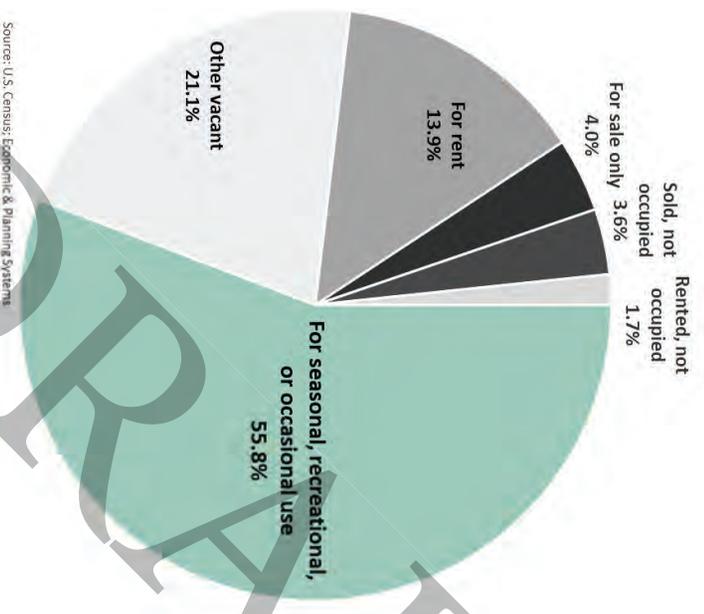
Source: ESRI Business Analyst; Economic & Planning Systems

Note: % Total reflects the percentage of occupied housing units that are owner and renter occupied, and the percentage of total housing units that are vacant.

Second Homes

The U.S. Census categorizes housing units used for seasonal, recreational or occasional use as vacant. As shown in **Figure 9**, approximately 56 percent of vacant housing units are used seasonally. As a result, nearly one out of 10 housing units in the county are second homes or used for seasonal use.

Figure 9. Vacant Housing Units by Type – Park County, 2022

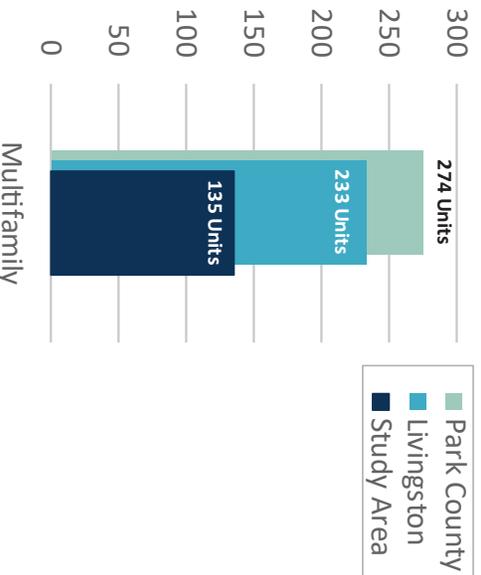


Source: U.S. Census; Economic & Planning Systems

Multifamily Trends

As of 2023, there are approximately nine apartment buildings containing 135 multifamily rental units within the Study Area. This equates to roughly half of the total apartment units within Park County (274) as seen in **Figure 10**.

Figure 10. Multifamily Inventory, 2023



Source: CoStar; Economic & Planning Systems

As shown in **Figure 11**, multifamily vacancy rates in Livingston dropped by approximately 5 percent from 2015 to 2023, and rents increased by 11 percent.

Figure 11. Apartment Market Trends, 2015-2023

Description	2015	2023	2015-2023	
			Total	% Change
Livingston				
Inventory Units	215	238	23	10.7%
Rent per Unit	\$1,173	\$1,302	\$129	11.0%
Rent per Sq. Ft.	\$1.54	\$1.78	\$0.24	15.6%
Vacancy Rate	15.8%	8.0%	-7.8%	

Source: CoStar, Economic & Planning Systems

Multifamily buildings in both the Study Area and Livingston have seen decreasing vacancy rates and increasing rental rates in recent years (**Figure 12**). It is worth noting that these figures are based on a low number of multifamily properties, as there are only nine properties in the Study Area. Rental and vacancy rates in Park County have historically aligned with Livingston numbers, which may be due to data limitations caused by the region's low multifamily supply.

Figure 12. Multifamily Rent and Vacancy – Study Area & Livingston, 2015-2023

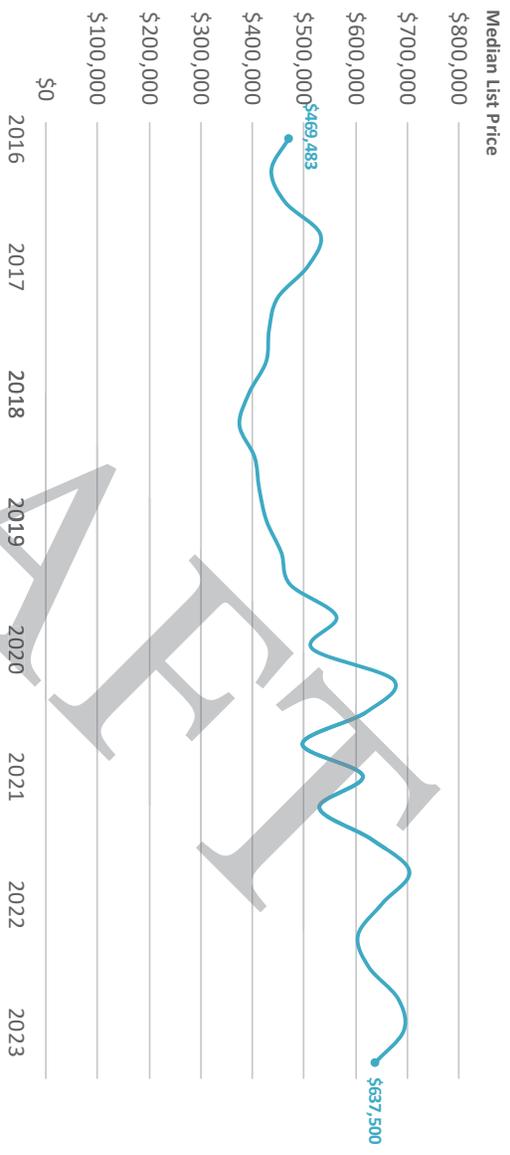


Source: CoStar, Economic & Planning Systems

For-Sale Housing

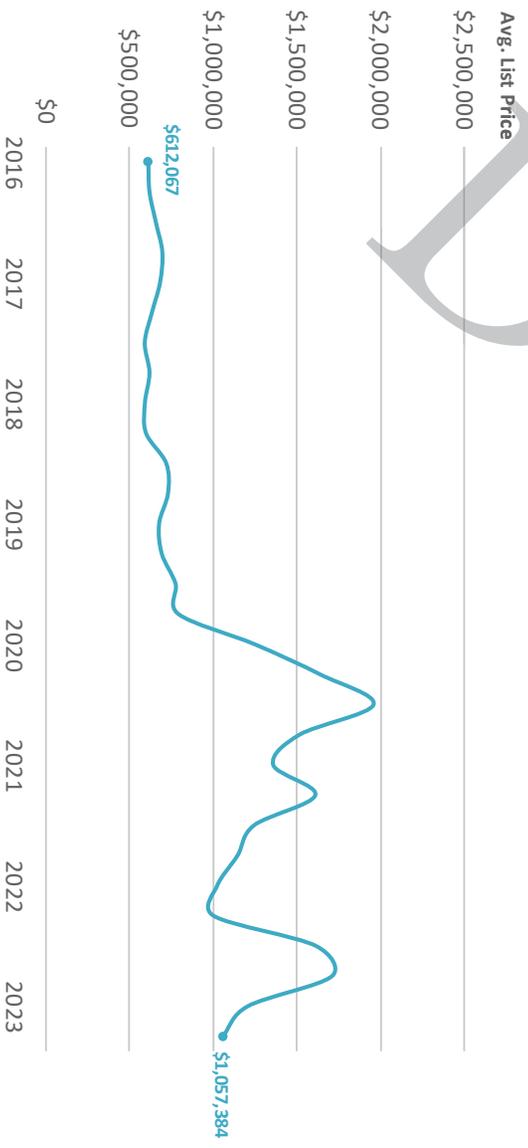
In the fourth quarter of 2023, the median list price for residential for-sale housing in Livingston was approximately \$637,000, as shown in **Figure 13**. This is a 46.3 percent increase since the fourth quarter of 2016.

Figure 13. Median List Price – Livingston Zip Code (59047)



As of 2023, the average list price for all for sale housing product in Livingston was around \$1 million, an increase of approximately \$400,000 since 2016 (**Figure 14**).

Figure 14. Average List Price – Livingston Zip Code (59047)



New Multifamily Projects

New multifamily housing, shown below, has recently been constructed in Livingston outside of the Downtown Study Area.



Yellowstone Granary
924 E Park St

This adaptive reuse project repurposes an historic grain elevator into 18 apartment units. Built in 2023, Yellowstone Granary features studio to 2-bedroom units located in unique areas of the granary: the grain elevator, mill, and ranch store. As of 2024, 2-bedroom units rent for approximately \$2,000 per month and the 1-bedroom units rent for around \$1,605.



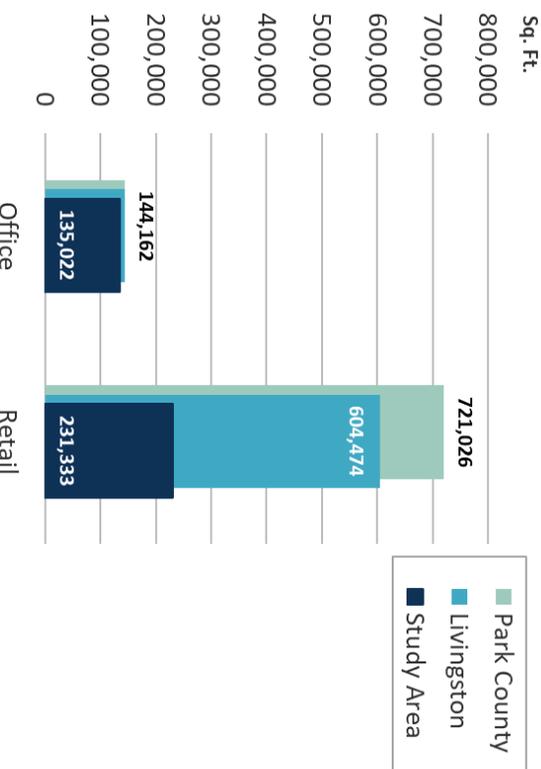
The Flats at Yellowstone Bend
2222 Willow Drive

The Flats at Yellowstone Bend includes a total of 140 2- and 3-bedroom condominium units. Completed in 2023, new units sold for around \$350,000. This multifamily project is located across the street from Yellowstone River Inn & Suites and is situated at the intersection of U.S. Highway 191 and Highway 89.

Commercial Inventory

As seen in , nearly all office space in the City of Livingston and Park County is in the Downtown Study Area. Approximately 38 percent of Livingston's retail square footage is within the Study Area and 84 percent of Park County's retail inventory is within Livingston.

Figure 15. Commercial Inventory, 2023



Source: CoStar, Economic & Planning Systems

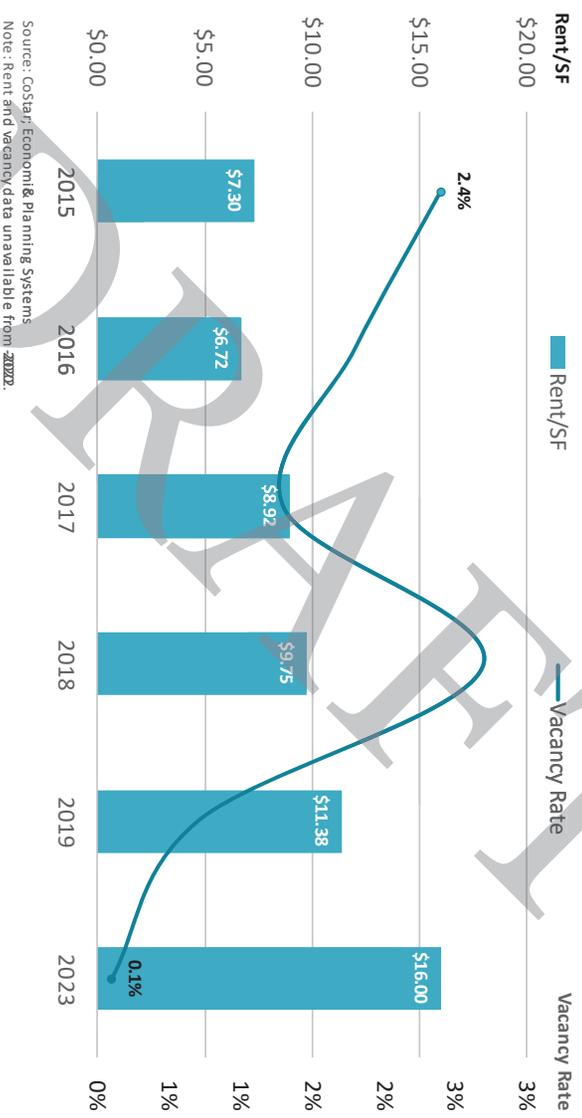
Commercial Rent and Vacancy Rates

Retail

As shown in **Figure 16**, in 2023 Livingston's retail vacancy rate was very low at nearly 0 percent, which is consistent with low vacancy rates historically and may be due to data availability issues common in smaller cities and towns.

The city's average retail rent in 2023 is \$16 per square foot, a significant increase from 2019's average rental rate of \$11.38 per square foot (the previous year in which rental data for the city is available).

Figure 16. Retail Rent and Vacancy – Livingston, 2015-2024 YTD



Office

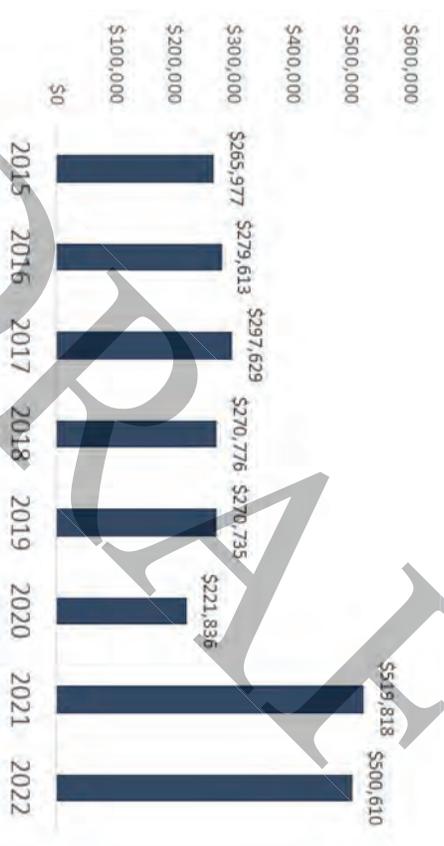
Livingston has a limited inventory of commercial office buildings. Most office properties in the city are in buildings smaller than 8,000 square feet and the city's largest office space is a medical office building at 422 S Main Street totaling just under 25,000 square feet. Therefore, due to the lack of large commercial office space in the city, rent and vacancy rates are not readily available.

Hospitality

Visitation Trends

As many markets across the country saw their hospitality and tourism industries struggle to recover from the impacts of the COVID-19 pandemic, Livingston's Convention and Visitors Bureau (CVB) saw tourism increase in 2021 and 2022 as tourism shifted towards more rural areas with nearby outdoor recreation opportunities. The addition of new hotel rooms in Livingston in 2021 helped to increase the tax generated by tourists. In 2021, the Livingston CVB collected 92 percent more lodging tax revenue than prior to the pandemic in 2019, as shown in **Figure 17**. This revenue dropped slightly in 2022, but at \$500,000 was still notably higher than pre-pandemic figures.

Figure 17. Lodging Tax – Livingston CVB, 2015-2022



Hotel Inventory

Although the Murray Hotel, with 30 rooms, is the only official hotel in the Downtown Study Area as of 2023, boutique hotels that operate on short-term rental platforms, such as the Grabow Hotel, also exist.

As shown below in **Table 8**, 11 hotels are in Livingston (approximately one-third of Park County hotels) that accommodate a total of 489 rooms. A Home2 Suites by Hilton is currently under construction, which will add an additional 90 rooms.

Table 8. Hotel Inventory, 2023

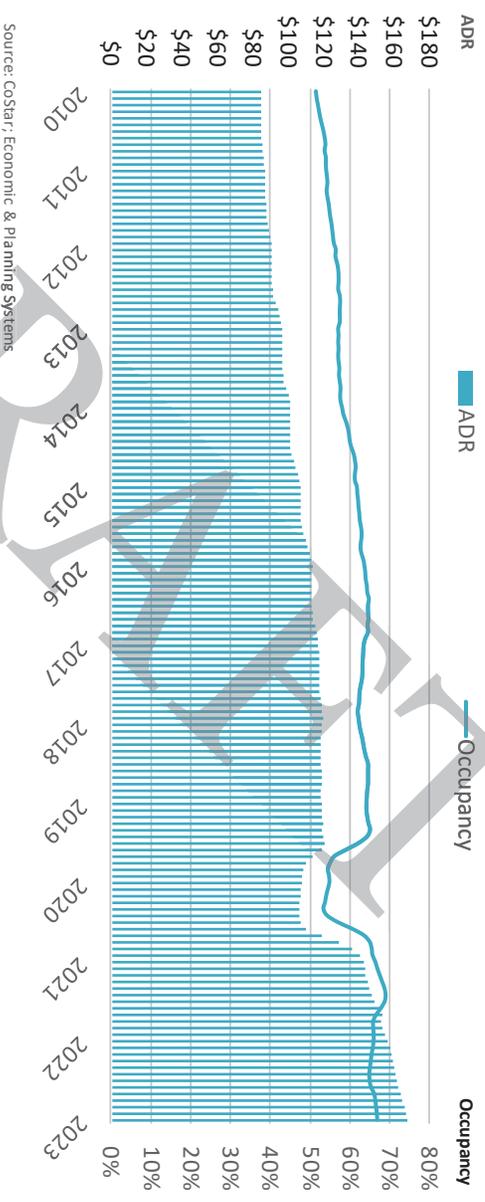
Hotel Inventory	Buildings	Rooms
Study Area	1	30
Livingston	11	489
Park County	30	1,323

Source: CoStar; Economic & Planning Systems

Hotel ADR and Occupancy

After declining during the COVID-19 pandemic, which had large impacts on the hospitality sector, the average daily rate (ADR) of Livingston's hotels have recovered and were at their highest in 2023 at approximately \$167 by the end of the year. Trailing 12-month average occupancy rates peaked in late 2021 into 2022, but as of summer 2023, Livingston's hotel occupancy rate was about 80 percent, which was higher than the previous summer. These occupancy rates indicated increased demand for new hotel rooms in the city.

Figure 18. 12 Month ADR and Occupancy – Livingston, 2010-2023



Short-Term Rentals

As of early 2024, the City of Livingston's 229 active short term rental listings generated an average annual revenue of \$67,400 over the past 12 months, according to AirDNA. This average is increased by rental properties on large plots of land in scenic areas surrounding the core of Livingston. Within Downtown Livingston, average annual revenues are lower, typically ranging from approximately \$10,000 to \$30,000 annually.

Short-term rentals in the Livingston market have a 12-month average monthly occupancy rate of 57 percent and an average daily rate (ADR) of \$320.50 per night. Short-term rentals in Downtown Livingston vary in price, but in general a rental for 2 to 4 people costs between \$150 and \$400 per night in the summer and larger rentals can command a rate of \$700 per night and up. In the winter months, nightly rates can drop as low as \$100 per night. Only 1.6 percent of short-term rental listings have a minimum stay of 30+ nights and 90.0 percent of listings have a minimum stay of three nights or less. This indicates that there is not currently a high demand for medium-term rentals in Livingston.

4. Housing Demand Study

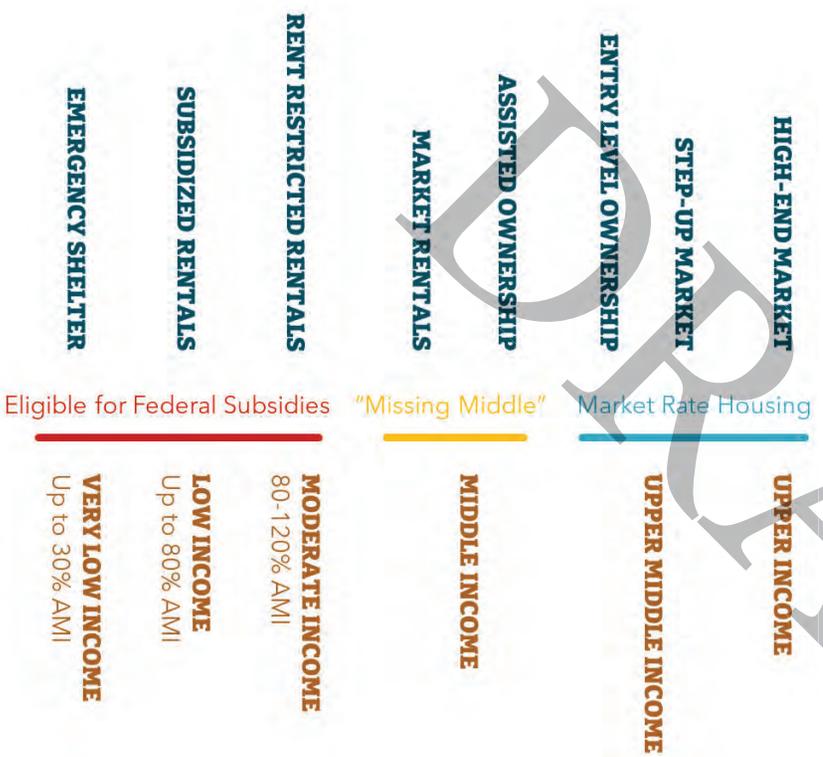
Existing Housing Gaps

Income Level Definitions

The graphic shown below illustrates how various income levels are linked with different types of housing and housing programs. The boundaries of each income range are not always fixed as shown below, as there needs to be consideration of the local context and market conditions. There is an important distinction between 60 to 80% of AMI since federal and state funding for housing development generally ends above 60% of AMI, with some more limited programs that extend to 80% of AMI (e.g., income averaging in LIHTC projects).

Income-restricted and other deed-restricted homeownership programs are typically in the 80 to 120% AMI range. With that said, programs and policies can extend above these ranges in high-cost housing markets.

Figure 19. Housing Program Income Levels



Cost Burden

Households that pay more than 30 percent of their income towards housing payments (rent or mortgage) are defined as housing cost burdened, and households that pay more than 50 percent of their income are severely cost burdened.

As shown in **Figure 20**, nearly half of renter households (49.5 percent) in Livingston are cost burdened or severely cost burdened. In comparison, approximately 28.8 percent of households who own their homes are cost burdened. Since homeowners typically have more stable housing and housing costs, a higher share of renter households are typically more likely to be cost burdened.

Figure 20. Housing Cost Burden by Household Type – Livingston, 2022



Source: U.S. Census ACS 5-Year Estimates, Economic & Planning Systems

Countywide, less than half of renter households (43.7 percent) are cost burdened, and a quarter of homeowners (24.9 percent) are cost burdened (**Figure 21**). Although there is a lower share of cost burdened households in Park County compared to Livingston, there is a slightly higher share of extremely cost burdened households countywide spending over 50 percent of income on housing costs.

Figure 21. Housing Cost Burden by Household Type – Park County, 2022

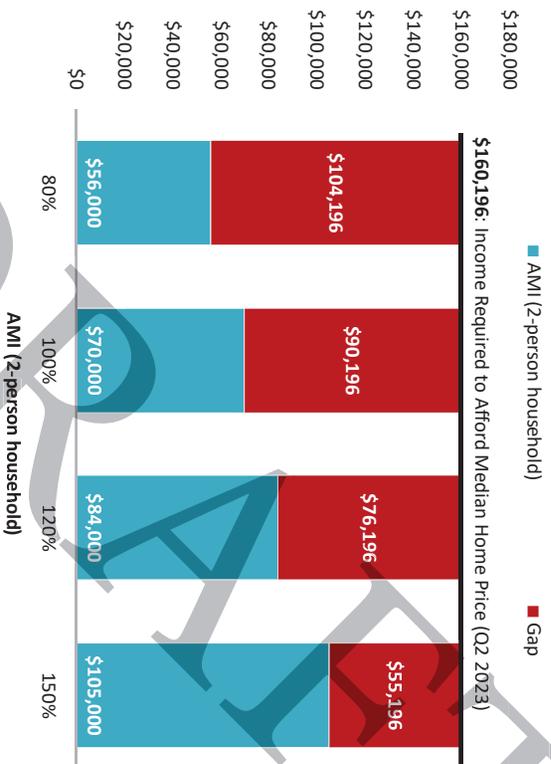


Source: U.S. Census ACS 5-Year Estimates, Economic & Planning Systems

Ownership Income Gap

As shown in **Figure 22**, a household income of approximately \$160,000 is required to afford a single-family home in Livingston at the median sale price (as of Q2 2023). Based on Park County's 2023 AMI for a 2-person household, households with an income equivalent to the AMI (\$70,000) would need to earn an additional \$90,000 per year to afford a house at the median price. A household earning 150% of the AMI would still require an additional \$55,000 annually to afford a home at this price point.

Figure 22. Income Gap to Afford Median Priced Single-Family Home – Livingston, 2023



Source: HUD, Realtor.com; Economic & Planning Systems

As shown in **Table 9**, approximately 60 percent of households who own their home have a household income below the 150% of AMI threshold. As of 2022, nearly 40 percent of households had a household income above 150% of Park County's 2023 AMI.

Table 9. Owner Households by AMI – Park County, 2022

Description	2022	
	Total	% Total
Owner Households		
Less than 30% AMI	527	9.3%
31% to 60% AMI	601	10.6%
61% to 80% AMI	553	9.8%
81% to 100% AMI	597	10.6%
101% to 120% AMI	543	9.6%
121% to 150% AMI	653	11.5%
Greater than 150% AMI	2,184	38.6%
	5,658	

Source: U.S. Census; Economic & Planning Systems

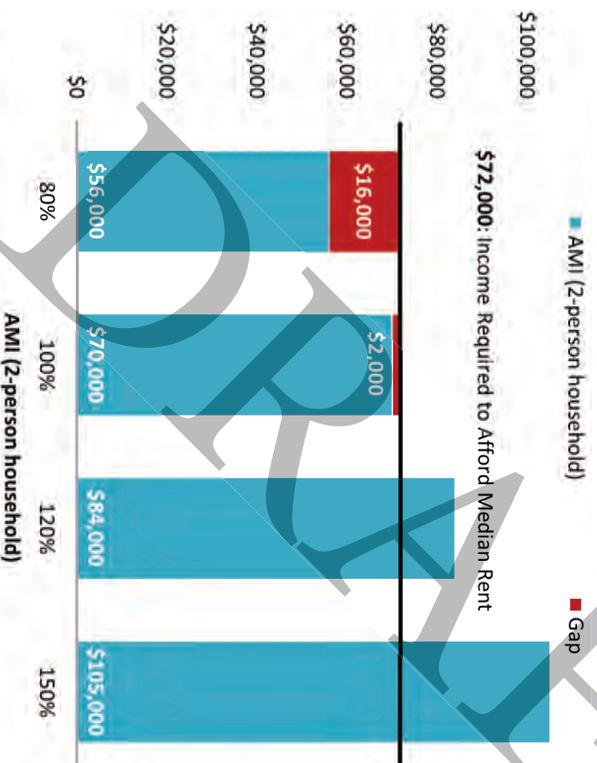
Rental Income Gap

Though long-term rents in Livingston vary and there are data gaps on rent rates in smaller communities, the median rent in Livingston is approximately \$1,900. To afford this monthly rent, a household needs to earn \$72,000 in annual income.

Figure 23 shows that based on Park County's 2023 AMI, a 2-person household earning 80% of the AMI would need to earn an additional \$16,000 per year to afford a monthly rental at this price. Additionally, a household earning 100% of the AMI would require an extra \$2,000 annually to afford this monthly rent without being rent burdened.

Unlike the homeownership income gap shown in **Figure 22**, a renter living alone earning approximately 102% of the AMI and above would be able to afford a rental unit priced at the median rate.

Figure 23. Income Gap to Afford Median Rent – Livingston, 2023



Source: HUD, Zillow, Economic & Planning Systems

Around 65 percent of renters have a household income below the AMI for a 2-person household in Park County as of 2022 (**Table 10**). This indicates that nearly two-thirds of households are unable to afford above \$2,000 a month in rent.

Table 10. Renter Households by AMI – Park County, 2022

Description	2022	
	Total	% Total
Renter Households		
Less than 30% AMI	452	18.9%
31% to 60% AMI	562	23.5%
61% to 80% AMI	378	15.8%
81% to 100% AMI	168	7.0%
101% to 120% AMI	162	6.8%
121% to 150% AMI	225	9.4%
Greater than 150% AMI	<u>450</u>	18.8%
	2,397	

Source: U.S. Census; Economic & Planning Systems

Future Demand

In this section, a housing demand projection is provided to show growth potential and future housing needs in Livingston and Park County.

Commuting Workers

In 2021, 57.1 percent of jobs in Livingston were filled by in-commuters, which is an increase from 52.8 percent in 2010. This reduction in resident-filled jobs indicates that Livingston's workforce may be moving to nearby areas with lower housing costs (**Table 11**) or businesses are needing to attract workers from further away to fill positions.

Table 11. Livingston Commuting Patterns, 2010-2021

Commuting Patterns	2010	2021
Livingston Jobs		
Filled by Residents	47.2%	42.9%
In-Commuters	52.8%	57.1%

Source: U.S. Census LEHD; Economic & Planning Systems

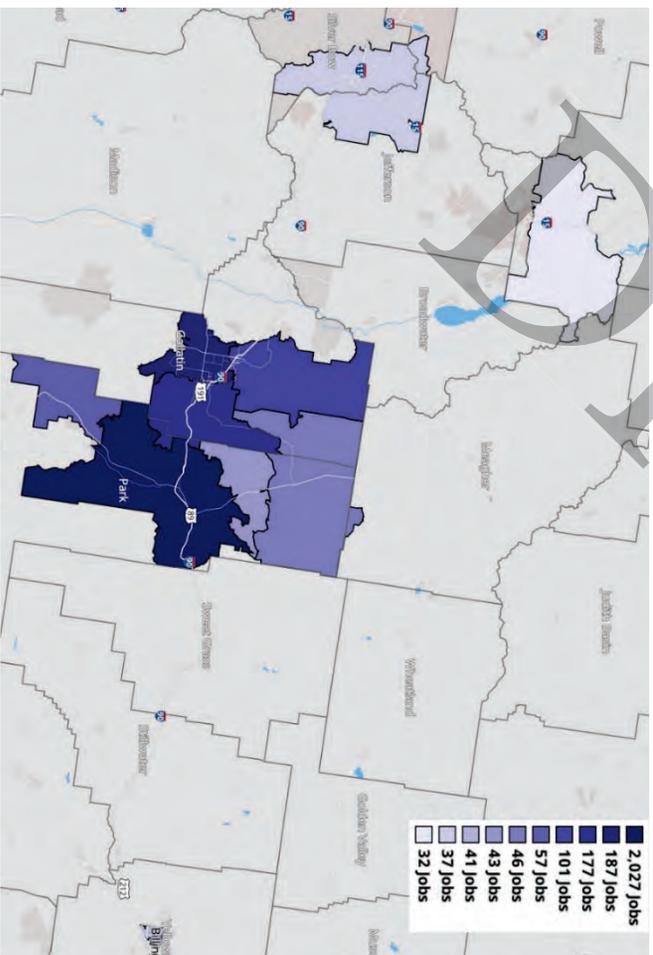
As shown in **Table 12** and **Figure 24**, the majority of Livingston workers who are in-commuters live in other areas of Park County, as well as nearby Gallatin County. Approximately 17.5 percent of Livingston workers live in areas outside of these zip codes.

Table 12. Where Livingston Workers Live, 2021

Home Origin	In-Commuters	
	Workers	% Total
Zip Code		
59047 (Livingston)	2,027	60.9%
59718	187	5.6%
59715	177	5.3%
59714	101	3.0%
59027	57	1.7%
59086	46	1.4%
59018	43	1.3%
59102	41	1.2%
59701	37	1.1%
59602	32	1.0%
All Other Locations	<u>583</u>	<u>17.5%</u>
Total	3,331	100.0%

Source: U.S. Census LEHD, Economic & Planning Systems

Figure 24. Livingston Workers by Home Zip Code, 2021



Employment Driven Demand

A housing demand projection is provided in **Table 13** that links job growth to housing demand. This projection estimates that Park County needs roughly 130 housing units annually to keep up with job growth at 2.0 percent per year (for reference, the average annual rate of growth since 2010 has been 0.9 percent in the City of Livingston).

This projection accounts for strong market demand drivers such as Livingston becoming more of a destination for second homeowners, part-time residents, and remote workers. Based on these housing demand projections, Livingston can support approximately 85 new housing units per year.

Table 13. Livingston Housing Demand Projection

Description	Factor	2022	2032	2022-2032	
				Total	Annual
Total Jobs - Park County	2.0%	7,994	10,000	2,006	201
Employed People	1.08 jobs/empl.	7,402	9,259	1,857	186
Employed Households	1.50 jobs/household	4,930	6,170	1,240	124
Normal Vacancy Adjustment	5%	260	320		
Housing Units - Park County		5,190	6,490	1,300	130
Baseline Demand - Park County					
Livingston Market Share	65.0%	3,370	4,220	850	85

Source: JobsEQ; U.S. Census; Economic & Planning Systems

Employment-Based Affordability

Table 14 below shows the alignment between job growth, wages, and Park County AMI levels. Based on the assumption that a household brings in 1.5 incomes, average wages for jobs in the Agriculture/Forestry/Fishing, Arts/Entertainment/Recreation, Accommodation/Food Services, and Retail Trade industries equate to a household income below 80% of the AMI for a 2-person household. Beyond these industries, the average annual wage increases with the Mining industry at the top, which has an average annual wage of \$96,000. For a 2-person household, this income equates to 206% of the AMI.

Over 80 percent of the job growth in Park County from 2018 to 2023 has been in industries that translate into household incomes below **120% of AMI**. To support employment growth in the county, there needs to be an increase in the number of rental units and for-sale housing options that are priced lower than the current average for the county.

Table 14. Employment Based Affordability

Industry	Avg. Wage 2023	Household Income [1.5] 2023	2-Person HH AMI 2023
Ag./Forestry/Fishing	\$31,670	\$47,505	67.9%
Arts/Entertainment/Rec.	\$32,616	\$48,924	69.9%
Accommodn./Food Services	\$33,344	\$50,016	71.5%
Retail Trade	\$37,049	\$55,574	79.4%
Other Services (ex. Public Admin.)	\$38,701	\$58,051	82.9%
Education	\$39,503	\$59,255	84.6%
Real Estate	\$43,561	\$65,341	93.3%
Construction	\$54,111	\$81,167	116.0%
Transport./Warehousing	\$56,717	\$85,076	121.5%
Public Admin.	\$58,672	\$88,007	125.7%
Health Care	\$60,171	\$90,257	128.9%
Finance	\$60,351	\$90,526	129.3%
Admin. and Waste Services	\$64,748	\$97,122	138.7%
Information	\$65,247	\$97,870	139.8%
Prof./Tech Services	\$69,032	\$103,549	147.9%
Manufacturing	\$71,158	\$106,736	152.5%
Unclassified	\$74,583	\$111,874	159.8%
Management	\$81,241	\$121,862	174.1%
Utilities	\$82,247	\$123,371	176.2%
Wholesale Trade	\$91,134	\$136,701	195.3%
Mining	\$96,093	\$144,139	205.9%

Source: JobSEQ; Economic & Planning Systems

Estimated Demand

An estimated unit mix for the projected housing demand is shown in **Table 15**. This housing mix is based on past construction trends and future housing needs projected based on employment growth.

Table 15. Livingston Housing Unit Projection

Description	Factors	2022-2026	2027-2032	Total	Annual
New Unit Demand in Livingston	85/yr.	425	425	850	85
Livingston Construction Projection					
Single-Family (Detached)	40.0%	170	170	340	34
Townhome/Triplex/Duplex	20.0%	85	85	170	17
Multifamily	40.0%	170	170	340	34
Total	100.0%	425	425	850	85

[1] Mobile homes and other miscellaneous housing types are not included
Source: Economic & Planning Systems

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5. Feasibility Analysis

The feasibility of housing development in Downtown Livingston was analyzed to support the Downtown Master Plan. Potential housing types that are likely in demand in Livingston were identified and aligned with potential development sites to test feasibility on potential, real-world projects.

To assess feasibility, EPS developed a static pro forma feasibility model to illustrate cost and revenue factors associated with the most supportable housing product types in the Downtown Livingston Study Area.

Project Prototypes

Based on the housing study and outreach to the development/real estate community in Livingston, three housing **prototypes** were identified that are likely supportable in Downtown. The three housing prototypes analyzed are summarized in **Table 16**.

Table 16. Project Prototypes

Option	Option 1	Option 2	Option 3
Description	4-Story Mixed-Use Condo (Behind the Murray Hotel)	3-Story Walk-Up Apartment (NW Energy Lot)	3-Story Townhomes (Front Street Lot)
Zoning	Mixed-Use	Mixed-Use	Mixed-Use
Stories	4-Story	3-Story	3-Story
Parking	Parking Garage	Tuck Under / Surface	Tuck Under / Surface

Option 1 : Mixed-Use Condo Building Behind the Historic Murray Hotel

As shown in **Table 17**, the option 1 prototype is a 4-story, mixed-use condominium building. This prototype consists of 24 residential units including 4 penthouses, 3,000 square feet of ground floor retail space, and a parking garage with 30 spaces (a ratio of 1.25 spaces per unit).

The average unit size is 2,200 square feet for penthouse units and 880 square feet for the other residential units. The net leasable building area is 26,400 square feet, and the gross building area is 29,520 square feet.

Sales Price and Costs

Assumption on sales prices and projects costs for Option 1 are shown in **Table 17**. This prototype assumes that penthouse units have a sales price of \$700 per square foot and condo units have a sales price of \$400 per square foot.

Vertical construction costs are set at \$350 per square foot for multifamily uses and \$300 per square foot for retail space based on information from local stakeholders and similar projects. Costs for parking garage construction are set at \$25,000 per parking space. Land acquisition costs are \$100 per square foot due to the site's desirable location in the Downtown core. Site work costs are set at \$10 per square foot of land.

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Table 17. Option 1 Project Summary

LOT AREA	
Front (Feet)	100
Side (Feet)	135
Total Area (sq. ft.)	13,500
Total Area (ac.)	0.31
COMMERCIAL	
Gross Building Area	
Ground Level	3,000
Efficiency Factor	100%
Net Leasable Area	
Ground Level	3,000
Average Rental Rate (NNN)	\$20
MULTIFAMILY	
Gross Building Area	
Ground Level	0
Floor 2	9,840
Floor 3	9,840
Penthouse	9,840
Total	29,520
Efficiency Factor	89%
Net Leasable Area	
Ground Level	0
Floor 2	8,800
Floor 3	8,800
Penthouse	8,800
Total	26,400
Units	
Penthouse	4
Condo/Townhome	20
Total	24
Average Unit Size	
Penthouse	2,200
Condo/Townhome	880
Rates/Prices	
For-Sale (Price per SF)	
Penthouse	\$700
Condo/Townhome	\$400
PARKING	
Parking Summary	
Garage	<u>30</u>
Total	30
PROJECT COSTS	
Hard Costs	
Land Cost	per land sf
Site Cost	per land sf
Parking Garage Cost	per space
Building Cost - Multifamily	per sf
Building Cost - Commercial	per sf
	\$100
	\$10
	\$25,000
	\$350
	\$300

Source: Economic & Planning Systems

Soft costs, which include design, architecture, developer fees, permits, etc., are estimated to be around \$2.38 million (**Table 18**). The total cost for this project is estimated to be \$15.85 million, which equates to \$487 per square foot (of the building gross area) and \$660,497 per unit.

Per unit and in total, this option has the highest construction costs partially due to this site's higher land value.

Table 18. Option 1 Project costs

PROJECT COSTS		
Acquisition and Site		\$ 1,485,000
Acquisition Cost		\$ 1,350,000
General Site Costs		\$ 135,000
<i>Land Cost per Unit</i>		<i>\$56,250</i>
Hard Costs		\$11,982,000
Parking Garage Cost	\$25,000 per space	\$ 750,000
Building Cost - Multifamily	\$350 per sf	\$10,332,000
Building Cost - Commercial	\$300 per sf	\$ 900,000
Soft Costs		\$ 2,384,924
Design and Architecture	5.0% % of vertical costs	\$ 516,600
Building Permits	1.0% % of HC	\$ 119,820
FF&E, Taxes, Insurance & Marketing	7.5% % of HC	\$ 898,650
Developer Fee	5.0% % of Total Cost	\$ 750,104
Residential Impact Fees	\$3,330 per unit	\$ 79,920
Commercial Impact Fees	\$6,610 per 1,000 sq. ft.	\$ 19,830
% of Hard Costs		19.9%
TOTAL CONSTRUCTION COST		\$14,366,924
TOTAL COST		\$15,851,924
Per GBA		\$487
Per Unit		\$660,497

Source: Economic & Planning Systems

Operating expenses for this option (shown in **Table 19**) total \$1,953, which for this prototype includes a management fee set at 3.5 percent of the Effective Gross Income.

Table 19. Option 1 Operating Revenue and Expenditures, Static

Type	Factor	Rate	Lease Rate per year	Total Revenue	% of Total
REVENUE					
Multifamily	Units	NRSF		\$14,171,873	
For-Sale	24	26,400 NRSF			
Penthouse	4	8,800 NRSF	\$700 per sf	\$ 6,159,938	
Condo/Townhome	20	17,600 NRSF	\$400 per sf	\$ 7,039,930	
Garage Spaces	30		\$50,000 per space	\$ 1,500,000	
Sales Cost			22,000 per unit	\$ (527,995)	
Commercial Income				\$ 60,000	100.0% of PGI
Ground Level		3,000 sf	\$20 per sf	\$ 60,000	100.0% of PGI
POTENTIAL GROSS INCOME (PGI)				\$ 60,000	100.0% of PGI
Less: Vacancy (Commercial)	7% per year			\$ (4,200)	-7.0% of PGI
EFFECTIVE GROSS INCOME (EGI)				\$ 55,800	93.0% of PGI
EXPENDITURES					
Non-Variable Expenses			Adjustment	\$ (1,953)	3.5% of EGI
Management Fee	3.5% of EGI		\$55,800 EGI	\$ (1,953)	3.5% of EGI
TOTAL OPERATING EXPENSES				\$ (1,953)	3.5% of EGI
TOTAL EXPENSES				\$ (1,953)	3.5% of EGI
UNLEVERAGED RETURN METRICS					
Net Operating Income				\$ 53,847	96.5% of EGI
Est. Rental Value				\$ 828,415	6.5% Cap rate
Sale Revenue				\$14,171,873	
Total Project Value				\$15,000,289	
Total Project Cost				\$15,851,924	
Project Return				\$ (851,635)	
Return on Cost				-5.37%	
Hurdle Rate				12.00%	

Source: Economic & Planning Systems

Feasibility Gaps

Assessing the financial feasibility of a project involves estimating metrics of return. Return on cost shows the net annual income that a project generates in a particular year relative to its total cost to build. The return a project generates is compared to a hurdle rate, or the rate of return that a project would need to generate in order to be financially feasible. If the rate of return of the project is lower than the hurdle rate, then the project has a financial feasibility gap.

Option 1's project return on cost is estimated to be -5.4 percent, as shown in **Table 20**. With a 12 percent hurdle rate, this development has an overall feasibility gap of \$2.75 million, which is 17 percent of total project costs. This financial feasibility gap means that this prototype has major barriers to feasibility. Major drivers of feasibility that would need to change for the project to be feasible include the achievable sale prices, construction cost, and cost of land. The smaller condo units in the project are priced around \$500,000, which may be affordable to a sizable portion of the Livingston workforce. Higher prices would mean that units would need to sell to luxury buyers and likely be oriented towards retirees or second homeowners, similar to the penthouse units.

It will be challenging to find a large enough buyer pool of retirees/second homeowners to support this size of project. While the prototype attempts to be oriented towards both types of buyers, the luxury condo market will likely need to be supported through smaller projects or adaptive reuse projects of older buildings.

Table 20. Option 1 Project Return on Cost and Gap

PROJECT RETURN AND GAP	
Total Cost	\$15,851,924
Per GBA	\$487
Per Unit	\$660,497
STATIC EVALUATION	
Return on Cost	
Total Project Value	\$15,000,289
Total Project Cost	\$15,851,924
Project Return	-\$851,635
Return on Cost	-5.4%
Target	12.0%
Target Return	\$1,902,231
Gap	\$2,753,866
Gap per Unit	\$114,744

Source: Economic & Planning Systems

Option 2: Apartment Building at the Northwest Energy Site

The second housing prototype is a 3-story apartment building containing 42 rental units with an average unit size of 755 square feet. Parking includes 30 surface parking spaces and 22 tuck under spaces (a ratio of 1.24 spaces per unit). Of the three development prototypes, this option, located at 209 S B St, is on the largest lot. As shown in **Table 21**, the building's gross area is 37,300 square feet, with a net leasable area of 31,705 square feet.

Table 21. Option 2 Project Summary

LOT AREA	
Front (Feet)	175
Side (Feet)	135
Total Area (sq.ft.)	23,625
Total Area (ac.)	0.54
MULTIFAMILY	
Gross Building Area	
Ground Level	12,433
Floor 2	12,433
Floor 3	12,433
Total	37,300
Efficiency Factor	85%
Net Leasable Area	
Ground Level	10,568
Floor 2	10,568
Floor 3	10,568
Total	31,705
Units	
MarketRate Rental	<u>42</u>
Total	42
Average Unit Size	
Market Rate Rental	755
For-Rent (Rent per SF)	\$2.25
Market Rate	
PARKING	
Parking Summary	
Surface	30
Tuck Under	22
Garage	<u>0</u>
Total	52
PROJECT COSTS	
Hard Costs	
Land Cost	\$25
Site Cost	\$10
Surface Parking Cost	\$3,500
Tuck Under Cost	\$5,000
Parking Garage Cost	\$25,000
Building Cost - Multifamily	\$250

Sales Price and Costs

Assumptions on sales prices and project costs are shown in **Table 21**. The rental rate for this prototype is set as \$2.25 per square foot. Vertical construction costs are set at \$250 per square foot, which is a lower cost than Option 1. Construction costs for parking are set at \$3,500 per surface parking space and \$5,000 per tuck under space. Land acquisition costs are much lower than Option 1 (\$25 per square foot) since this site is in a less central location Downtown. Site work costs are set at \$10 per square foot of land.

As shown below in **Table 22**, soft costs for Option 2 are estimated to be around \$2 million. With total hard costs estimated at \$9.54 million, **the total cost for this project is estimated to be \$12.37 million**. This translates to **\$332 per building square foot** and **\$294,431 per residential unit**.

Table 22. Option 2 Project Costs

PROJECT COSTS		
Acquisition and Site		
Acquisition Cost		\$ 826,875
General Site Costs		\$ 590,625
Land Cost per Unit		\$ 236,250
		\$14,063
Hard Costs		
Surface Parking Cost	\$3,500 per space	\$ 105,000
Tuck Under Cost	\$5,000 per space	\$ 110,000
Parking Garage Cost	\$25,000 per space	\$ -
Building Cost - Multifamily	\$200-\$400 per sf	\$ 9,325,000
Building Cost - Commercial	\$300 per sf	\$ -
		\$ 1,999,211
Soft Costs		
Design and Architecture	5.0% % of vertical costs	\$ 466,250
Building Permits	1.0% % of HC	\$ 95,400
FF&E, Taxes, Insurance & Marketing	7.5% % of HC	\$ 715,500
Developer Fee	5.0% % of Total Cost	\$ 582,201
Residential Impact Fees	\$3,330 per unit	\$ 139,860
Commercial Impact Fees	\$6,610 per 1,000 sq. ft.	\$ -
		21.0%
% of Hard Costs		
TOTAL CONSTRUCTION COST		\$ 11,539,211
TOTAL COST		\$ 12,366,086
Per GBA		\$332
Per Unit		\$294,431

Source: Economic & Planning Systems

Since this prototype is a rental property, annual operating expenses are much higher than Option 1. Shown in **Table 23**, this property is expected to generate an Effective Gross Income (EGI) of \$847,661 annually, while annual expenses total around \$214,326. This equates to a net operating income of \$633,335.

Table 23. Option 2 Operating Revenues and Expenditures, Static

Type	Factor	Rate	Lease Rate per year	Total Revenue % of Total
REVENUE				
Multifamily	Units	NRSF	NRSF	\$ -
Rental	42	31,705	\$2.25 per sf	\$ 856,035
Market Rate Rental	42	31,705	NRSF	\$ 856,035
Other MF Income				
Parking Revenue	100% of units	52 units	\$50 per unit/mo	\$ 31,200
Trash Fee	100% of units	42 units	\$10 per unit/mo	\$ 5,040
				\$ 36,240
				4.1% of PGI
				\$ 892,275
				100.0% of PGI
Less: Vacancy (Residential)				\$ (44,614)
				5.0% per year
				\$ 847,661
				95.0% of PGI
EFFECTIVE GROSS INCOME (EGI)				
EXPENDITURES				
Variable Operating Expenses				\$ (115,458)
				13.6% of EGI
Repairs & Maintenance	\$250 per unit/yr.	42 units	100% of total	\$ (10,500)
Service Contracts	\$200 per unit/yr.	42 units	100% of total	\$ (8,400)
Turnover Costs	\$199 per unit/yr.	42 units	100% of total	\$ (8,358)
Payroll (Inc. Taxes & Benefits)	\$1,250 per unit/yr.	42 units	100% of total	\$ (52,500)
Administrative	\$250 per unit/yr.	42 units	100% of total	\$ (10,500)
Leasing & Marketing	\$100 per unit/yr.	42 units	100% of total	\$ (4,200)
Utilities	\$500 per unit/yr.	42 units	100% of total	\$ (21,000)
				\$ (86,268)
				10.2% of EGI
Non-Variable Expenses				
Property Taxes	0.3% of value	\$13,333,366 total val.	100% of total	\$ (44,000)
Insurance	\$300 per unit/yr.	42 units	100% of total	\$ (12,600)
Management Fee	3.5% of EGI	\$847,661 EGI	100% of total	\$ (29,668)
				\$ (201,726)
				23.8% of EGI
TOTAL OPERATING EXPENSES				
Replacement Reserves				\$ (12,600)
Replacement Reserves				\$ (12,600)
				1.5% of EGI
TOTAL EXPENSES				\$ (214,326)
				25.3% of EGI
UNLEVERAGED RETURN METRICS				
Net Operating Income				\$ 633,335
				74.7% of EGI
Est. Rental Value				\$ 13,333,368
				4.8% Cap rate
Sale Revenue				\$ -
Total Project Value				\$ 13,333,368
Total Project Cost				\$ 12,366,086
Project Return				\$ 967,282
Return on Cost				7.82%
Hurdle Rate				12.00%

Source: Economic & Planning Systems

Feasibility Gaps

Option 2's return on cost is estimated to be 7.8 percent, as shown in **Table 24**. Although this option generates a positive return, unlike Option 1, the return on cost is still lower than the target return rate of 12 percent. Based on these assumptions, this development has a financial feasibility gap of \$516,648. Compared to Option 1, this option is potentially viable if certain elements can be addressed, or public support can be gained. The focus of this type of project is oriented towards the Livingston workforce with rental rates for units around \$1,700 per month.

The urban renewal authority may be interested in supporting this type of project with tax increment dollars to cover public costs and closing the feasibility gap. Depending on rental rates for the project compared to income/rental limits for affordable housing in the county, there may be potential to seek financing support through tools aimed at developing affordable housing (e.g., low-income housing tax credits).

Table 24. Option 2 Project Return on Cost and Gap

PROJECT RETURN AND GAP	
Total Cost	\$12,366,086
Per GBA	\$332
Per Unit	\$294,431
STATIC EVALUATION	
Return on Cost	
Total Project Value	\$13,333,368
Total Project Cost	\$12,366,086
Project Return	\$967,282
Return on Cost	7.8%
Target	12.0%
Target Return Gap	\$1,483,930
Gap	\$516,648
Gap per Unit	\$12,301

Source: Economic & Planning Systems

Option 3: Townhomes on Front Street

The third housing prototype analyzed includes 12 for-sale townhomes with an average unit size of 1,667 square feet. These townhomes, located at a site at the corner of W Front Street and N Main St, are 3-stories each with tuck under parking. As shown in **Table 25**, this development has a gross area of 20,000 square feet, and since these are townhouse units, the net leasable area is also 20,000 square feet.

Table 25. Option 3 Project Summary

LOT AREA	
Front (Feet)	100
Side (Feet)	135
Total Area (sq. ft.)	13,500
Total Area (ac.)	0.31
MULTIFAMILY	
Gross Building Area	
Ground Level	0
Floor 2	10,000
Floor 3	10,000
Penthouse	0
Total	20,000
Efficiency Factor	100%
Net Leasable Area	
Ground Level	0
Floor 2	10,000
Floor 3	10,000
Penthouse	0
Total	20,000
Units	
Condo/Townhome	12
Average Unit Size	
Condo/Townhome	1,667
Rates/Prices	
For-Sale (Price per SF)	
Condo/Townhome	\$300
PARKING	
Parking Summary	
Tuck Under	19
PROJECT COSTS	
Hard Costs	
Land Cost	per land sf \$25
Site Cost	per land sf \$10
Tuck Under Cost	per space \$5,000
Building Cost - Multifamily	per sf \$200

Sales Price and Costs

Assumptions used for sales prices and project costs are shown in **Table 25**. These townhouse units are assumed to sell for \$300 per square foot.

Vertical construction costs are set at \$200 per square foot, which is the lowest cost option of the three options. Construction costs for parking are set at \$5,000 per tuck under space (note that a two-car garage would count as two spaces).

Land acquisition costs are set at the same lower rate as Option 2 (\$25 per square foot) due to the site's location. Consistent with the other two options, site work costs are set at \$10 per square foot of land.

Soft costs for Option 3 are estimated to total \$843,814 and hard costs are estimated to be nearly \$4.1 million. This prototype's total project cost is estimated to be \$5.4 million, which equals \$271 per building square foot and \$450,943 per townhome (**Table 26**).

Table 26. Option 3 Project Costs

PROJECT COSTS		
Acquisition and Site		\$ 472,500
Acquisition Cost		\$ 337,500
General Site Costs		\$ 135,000
<i>Land Cost per Unit</i>		\$28,125
Hard Costs		\$ 4,095,000
Tuck Under Cost	\$5,000 per space	\$ 95,000
Building Cost - Multifamily	\$200 per sf	\$ 4,000,000
Soft Costs		\$ 843,814
Design and Architecture	5.0% % of vertical costs	\$ 200,000
Building Permits	1.0% % of HC	\$ 40,950
FF&E, Taxes, Insurance & Marketing	7.5% % of HC	\$ 307,125
Developer Fee	5.0% % of Total Cost	\$ 255,779
Residential Impact Fees	\$3,330 per unit	\$ 39,960
% of Hard Costs		20.6%
TOTAL CONSTRUCTION COST		\$ 4,938,814
TOTAL COST		\$ 5,411,314
Per GBA		\$271
Per Unit		\$450,943

Source: Economic & Planning Systems

Since Option 3 is a townhome development, there are no annual operating expenses and the revenue generated from this project is solely from townhouse sales, as shown in **Table 27**.

Table 27. Option 3 Operating Revenues and Expenditures, Static

Type	Factor	Rate	Lease Rate per Year	Total Revenue	% of Total
REVENUE					
Multifamily	Units	NRSF		\$ 5,760,000	
For-Sale	12	20,000 NRSF			
Condo/Townhome	12	20,000 NRSF	\$300.00 per sf	\$ 6,000,000	
Sales Cost	4% of income		20,000 per unit	\$ (240,000)	
EXPENDITURES					
TOTAL OPERATING EXPENSES					
TOTAL EXPENSES				\$ -	0.0% of EGI
UNLEVERAGED RETURN METRICS					
Net Operating Income				\$ -	0.0% of EGI
Est. Rental Value				\$ -	4.5% cap rate
Sale Revenue				\$ 5,760,000	
Total Project Value				\$ 5,760,000	
Total Project Cost				\$ 5,411,314	
Project Return				\$ 348,686	6.44%
Return on Cost					12.00%
Hurdle Rate					12.00%

Source: Economic & Planning Systems

Feasibility Gaps

This prototype has a return on cost of 6.4 percent (**Table 28**). Like Option 2, this option generates a positive return, but this return rate still does not reach the targeted rate of 12 percent. Based on this model's assumptions, the townhome development option has a financial feasibility gap of \$300,671.

While Option 3 has the smallest financing gap, the need for additional financing support for this development to be feasible still exists based on its current configuration. The units are priced at an average of \$500,000, which is near the threshold for being too high to be affordable for the majority of the Livingston workforce. Achieving higher prices will make this project feasible but may limit the buyer pool. Different configurations and lower land costs could also lead to a feasible project.

Potential financial support or regulatory waivers may help to make these types of projects feasible with the goal of trying to expand the Downtown housing base and provide more housing options.

Table 28. Option 3 Project Return on Cost and Gap

PROJECT RETURN AND GAP	
PROJECT COST	
Total Cost	\$5,411,314
Per GBA	\$271
Per Unit	\$450,943
STATIC EVALUATION	
Return on Cost	
Total Project Value	\$5,760,000
Total Project Cost	\$5,411,314
Project Return	\$348,686
Return on Cost	6.4%
Target	12.0%
Target Return	\$649,358
Gap	\$300,671
Gap per Unit	\$25,056

Source: Economic & Planning Systems



Parking Supply and Utilization Study

DRAFT

July 31, 2024

LIVINGSTON DOWNTOWN MASTER PLAN

Prepared for:
CRESENDO PLANNING + DESIGN
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Appendix A: Parking Lot Utilization Data

Appendix B: On-street Utilization Data

1.0. INTRODUCTION

Livingston is located approximately 25 miles east of Bozeman and about 50 miles north of Yellowstone National Park. Its location makes it a popular destination for tourists and outdoor recreationists, predominantly during spring and summer months. It is also home to many Bozeman commuters seeking more affordable housing options. As regional growth pressures mount and tourism increases, the need for a cohesive vision for downtown Livingston is needed to revitalize underutilized areas and support the local economy that is heavily influenced by seasonal tourism.

In 2021, the City of Livingston adopted a Growth Policy that created a common vision for Livingston's future by guiding responsible growth while preserving the town's unique sense of place. An outcome of the Growth Policy was an action item to develop a comprehensive Downtown Master Plan to guide future growth. Accordingly, the City of Livingston has initiated a planning process to develop the *Livingston Downtown Master Plan* to provide a proactive approach to managing growth while maintaining the downtown's unique character and enhancing economic vitality.

As a supplemental component of the Master Plan, a parking study was conducted. Parking availability is an important consideration as the city contemplates growth and redevelopment strategies. The availability of parking is a necessary component for all development, including residential, retail, and commercial properties. However, as the availability of land is constrained, it is important to provide a balanced supply of parking to support new and existing developments. The purpose of this parking study is to evaluate existing parking needs and availability and identify strategies to optimize the parking supply to support future growth.

The study area for the Master Plan includes the greater Downtown Livingston area stretching from the BNSF railroad tracks to Sacajawea Park. The study area boundary encompasses the boundaries of the Livingston Urban Renewal Agency (URA), Downtown Historic District, and Central Business Zoning District. The parking study is focused on the area generally bounded by Park Street, 5th Street, Callender Street, 3rd Street, Geysler Street, D Street, Lewis Street, and E Street. A map of the study area is provided in **Figure 2.1**.

2.0. INVENTORY AND ENFORCEMENT

Within the study area, free public on-street parking is available on nearly all streets as shown in **Figure 2.1**. A combination of parallel and angled on-street parking is provided, as shown in the figure. Most of the angled parking is located on the east side of Main Street. Most on-street parking spaces allow parking for up to two hours. The two-hour time limit in the downtown core applies every day of the week between the hours of 9:00 AM and 5:00 PM. Further away from the downtown core, on-street parking is not time-restricted.

Handicap parking spaces are provided periodically throughout the downtown area. Loading zones are provided in some locations but are generally infrequent. The lack of loading zones has frequently resulted in delivery vehicles parking in the middle of a street if on-street parking is otherwise unavailable.



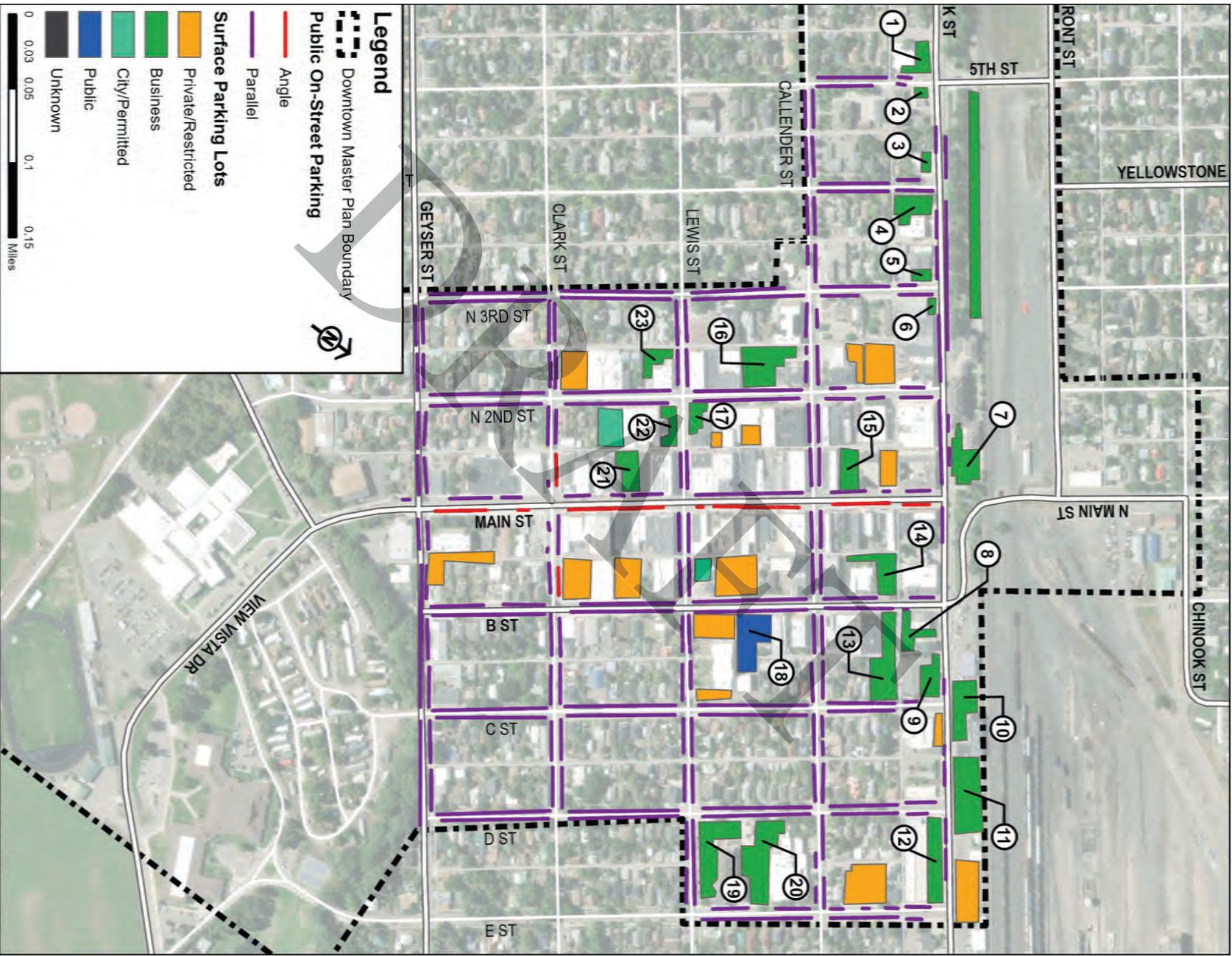
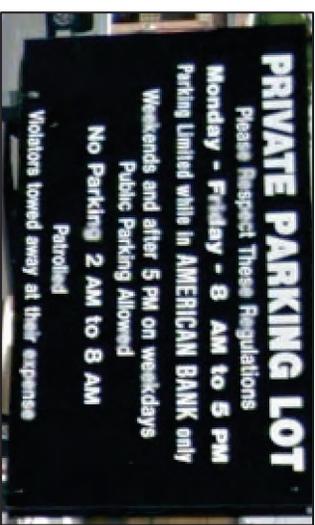


Figure 2.1: Existing Parking Supply

There are also several parking lots provided throughout the downtown area as shown in **Figure 2.1**. The parking lots are categorized based on their availability for public parking. Several businesses own and maintain parking lots for their customers only with restrictions on public parking (shown in orange). Several other businesses have open parking lots, primarily for the use of their customers, but do not have restrictions against public parking (shown in green), although some have one- or two-hour time limits. There is one public parking lot on B Street (shown in blue). Additionally, two downtown lots are managed by the City of Livingston and are open to the public on a permit basis (shown in teal).



American Bank parking lot restrictions.

Figure 2.2 illustrates the available public parking supply within the downtown area. For purposes of this study, only the parking lots which are available for unrestricted public parking (blue and green lots), as labeled in **Figure 2.1**, were included. Parking lot capacities were estimated based on aerial imagery and confirmed during field reviews. Capacities for gravel lots, or lots without defined parking stalls, were estimated based on observed use. On-street parking locations and capacities are also shown in **Figure 2.2**. The capacities were calculated by dividing the parking zone length by an average stall length of 27 feet.

2.1. Enforcement

In 2023, the City of Livingston underwent personnel restructuring and removed the Code Enforcement position from the Police Department. The new position employs two personnel who are responsible for ensuring city code compliance, which includes the 2-hour parking downtown, abandoned vehicles, trailers parked over the time allotment, blight, overgrown weeds, snow removal, along with other city codes. Parking complaints can be submitted by citizens via an online reporting form. The penalties for parking code violations are shown in **Table 2.1**. According to city officials and public feedback received during the outreach effort for the *Livingston Downtown Master Plan*, these changes have helped with parking availability downtown.

Livingston also allows vehicles, such as construction or utility vehicles, wishing to park in a time-restricted space within the central business district for a prolonged period to purchase either a half day or full day parking pass. In October 2023, the Livingston City Commissioners voted unanimously to increase the fee for vehicles from \$10 per day to \$50 for half a day or \$100 for a full day in the downtown two-hour parking zones.¹ The current parking space rental fees are shown in **Table 2.2**. These rates allow vehicles to park for extended periods in prime parking spots as needed.

Table 2.1: Parking Violation Fines – Dec 2023

Overtime in Time Zone	\$20
Double Parking	\$20
Loading Zone	\$20
Blocking Residence Alley	\$20
Truck Over 16,000 GVW in Residential Area	\$20
Parked Over 72 Hours Not in Running Condition	\$20
Parked on Street Without Current Registration	\$20
No Parking Zone	\$25
Wrong Side of Street	\$20
Blocking Driveway	\$20
Over 18 inches from Curb	\$20
Blocking Crosswalk	\$20
Alley Parking – Fire District	\$25
Parked Within 15 Feet of Fire Hydrant	\$20
Other	\$20
Parked on Sidewalk	\$20
Street Sweeper	\$20
Parked After 11 P.M. in City Park	\$20
Handicap Parking	\$100

Table 2.2: Parking Space Rent – Dec 2023

Two Hour Zone Permit – per Space	\$100/day
2nd Street Lot	\$30/month
Lewis Street	\$30/month
Late Payment Penalty	\$5

¹ Sean Batura, Livingston Enterprise, Fee increases for on-street, downtown parking, October 6, 2023, https://www.livingstonenterprise.com/news/fee-increases-for-on-street-downtown-parking/article_0a0f0980-63ff-11ee-aa06-33d51032f0f9.html

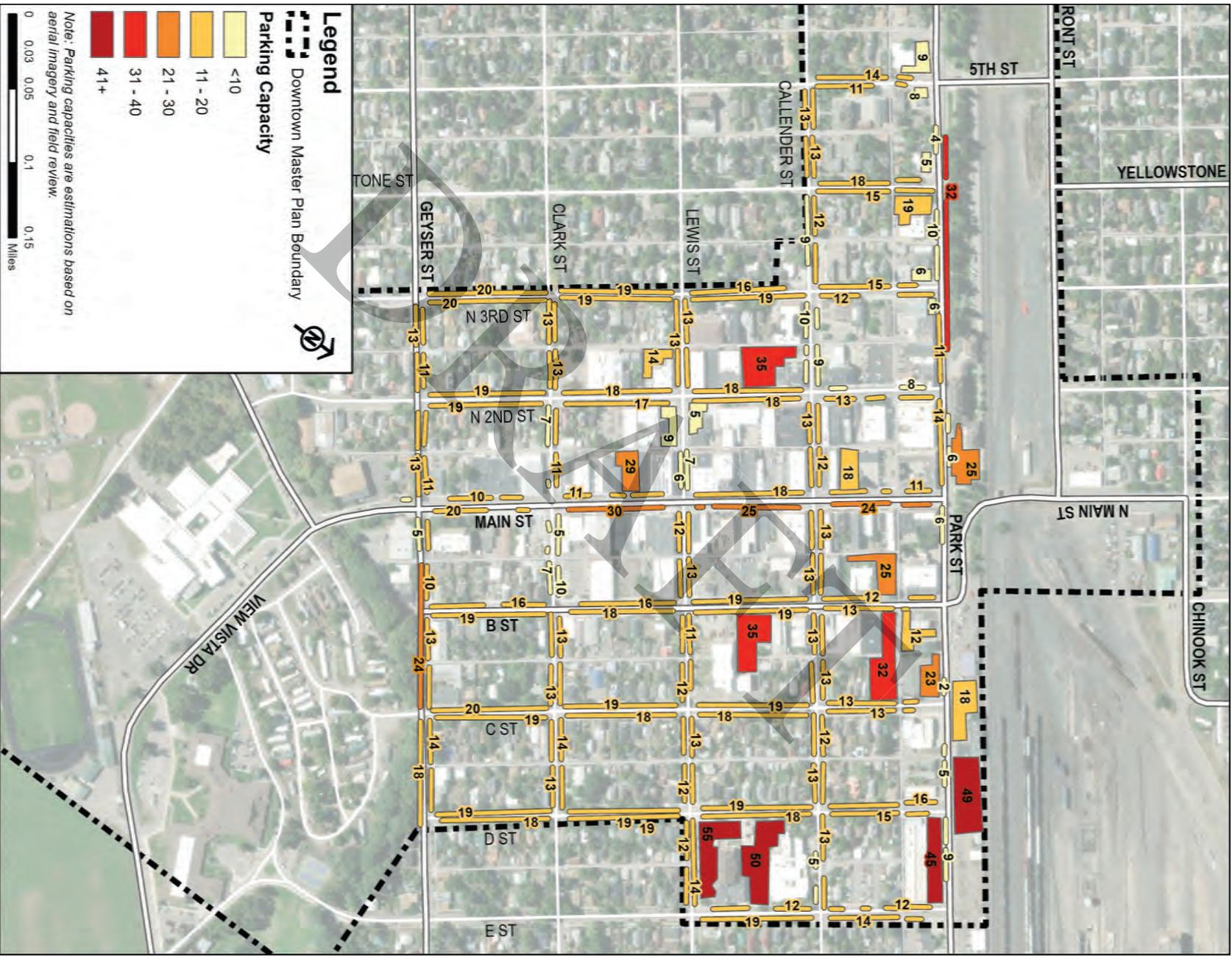


Figure 2.2: Parking Supply Capacity

3.0. UTILIZATION

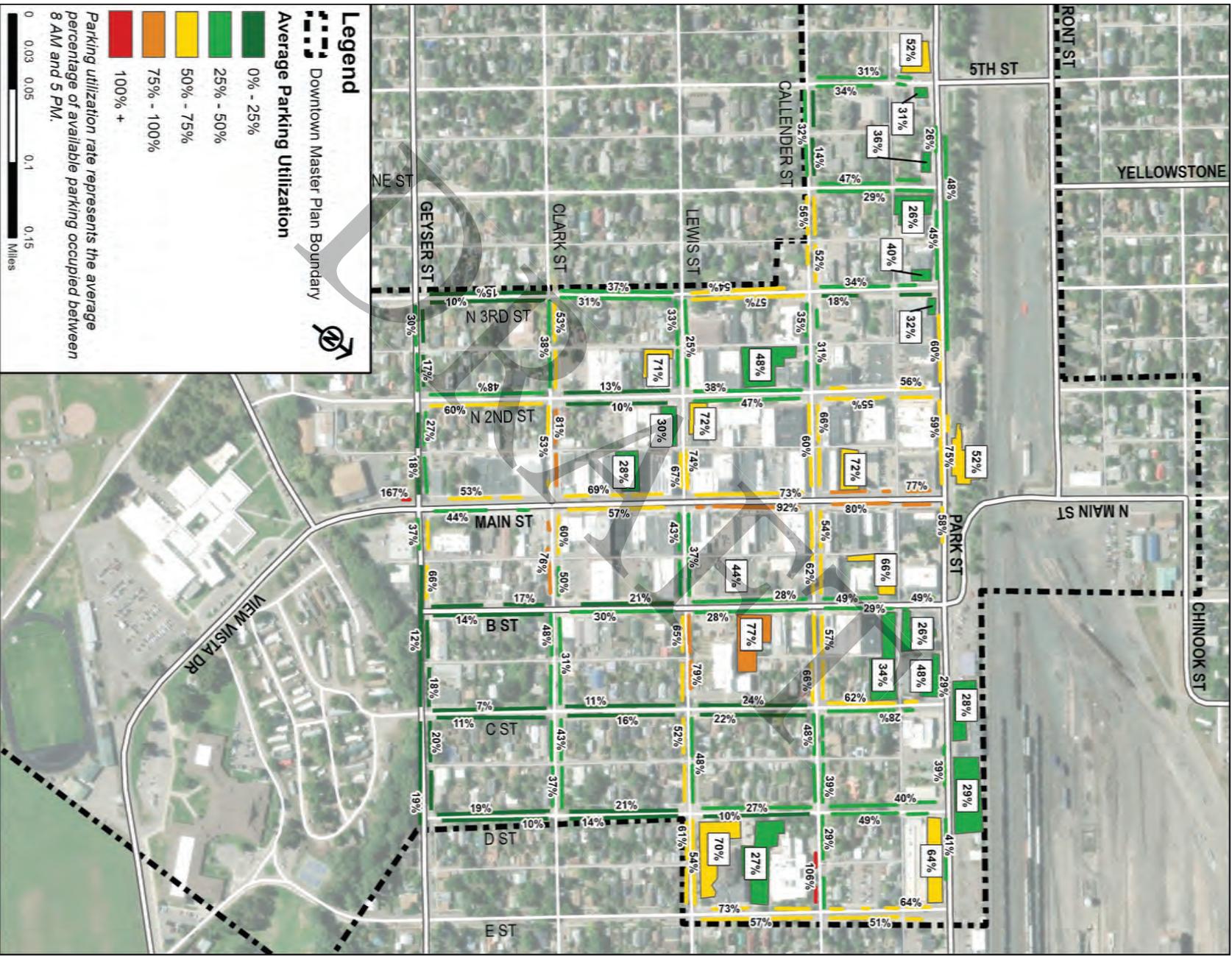
The parking utilization study was completed over two days in August 2023: Thursday, August 10th, and Friday, August 11th. Data was collected during normal enforcement hours, between 9:00 AM and 5:00 PM. This timeframe was selected to capture the typical parking use during the peak summer season. Activity in Downtown Livingston is heavily influenced by seasonal tourism, so the summer season is typically the busiest time of year. Outside the summer season, parking availability is less constrained.

Appendix A details the 23 public parking lots, their capacities, and the utilization data collected. There are an estimated 530 parking spaces available in these downtown lots. Parking utilization rates were calculated for the average and peak hours. Hourly parking utilization rates represent an average percentage of occupancy observed over the two-day period. The peak utilization rate is the maximum observed during any given period over the two days. It is generally accepted in the parking industry that people typically perceive parking as full once about 90 percent of the spaces are occupied because they are then forced to search for an alternate location from their first choice. Accordingly, time periods where parking utilization was greater than 90 percent are denoted in red in the table.

Appendix B details the on-street parking areas, their capacities, and the utilization data collected. There are an estimated 1,615 parking stalls available in the downtown area. For the utilization study, on-street parking occupancy was inventoried by block with each side of the street being considered a separate parking area. Parking utilization rates were calculated in the same manner as used for parking lot utilization. There were several observed periods where parking utilization on a single street was greater than 90 percent as denoted in red in the appendix. In some cases, the occupancy data exceeded the available parking capacity value, resulting in utilization percentages greater than 100 percent, which may indicate that some motorcycles were counted or that some vehicles were parked illegally.

Figure 3.1 shows the average parking utilization downtown and **Figure 3.2** shows the peak parking utilization. The mapping shows that parking areas closer to the downtown core are typically more highly utilized than those further away. Main Street and the B Street Public Parking Lot have the highest average parking utilization rates. Although many parking areas approach or reach capacity at some point throughout the day, most of the parking areas have an average utilization of less than 75 percent.

As observed in **Appendix A** and **Appendix B**, there were few occasions where parking areas were more than 90 percent utilized, which indicates that most of the time drivers should be able to find parking at or near their desired destination. Only select locations consistently had utilizations near or at capacity, most notably along Main Street between Park and Lewis Streets. The tables also demonstrate relatively small hourly differences in parking utilization rates, which indicates generally consistent turnover and demand. Field observations and stakeholder input indicate that turnover is relatively low and that parking spots are often occupied for the full two-hour time allotment. Since enforcement was increased in 2023, turnover and compliance have been noted to improve.



4.0. ADDITIONAL CONSIDERATIONS

The data collected for this parking study represents the peak summer season. Outside of the summer season, parking utilization is often much lower, and there are fewer issues finding available parking at or near desired destinations. Although this data provides a glimpse into seasonal capacity constraints, parking use during other time periods should be considered.

Additionally, the needs of different user types should be considered. A variety of different users, including downtown residents, employees, hotel guests, restaurant/bar patrons, retail shoppers, and delivery vehicles, need to park downtown. Each user type has different needs in terms of parking duration and location, ranging from a brief 15-minute delivery next to the drop-off location to a day-long stay or more in a secure location for residents and hotel guests.

During the public outreach effort for the Master Plan, several participants also expressed concerns about parking availability for employees of downtown businesses. Employees often choose to park in on-street areas near their places of employment with two-hour time restrictions. To avoid citations, employees must move their vehicles every few hours. Reparking is inefficient for employees, business owners, city staff, and other downtown visitors and undermines the intent of time restriction regulations. The shuffling of cars can also contribute to congestion downtown.

5.0. CONCLUSION AND RECOMMENDATIONS

The data collected for this utilization study indicates that between designated parking lots and on-street parking, there is an ample supply of parking when looking at the entire downtown area. However, some concentrated areas are commonly near capacity, requiring parking to occur a block or two away from desired locations. This is most common with on-street parking in the downtown core, generally bounded by Park Street, 2nd Street, Lewis Street, and B Street, with the highest utilization rates along Main Street.

During public and stakeholder meetings, there was mixed opinion on if additional parking was needed or if improved management strategies would help alleviate the concerns. Some expressed a desire for additional surface parking, or a parking structure, near the downtown core where parking utilization is highest. While data was not collected as part of this study, it was also noted that there are multiple privately owned lots which restrict public use which results in underutilization at key locations.

Given the high cost of adding surface parking, it is likely more feasible to focus on improving the existing system through management and “right-sizing” strategies. The following summarizes potential strategies to consider as part of the *Livingston Downtown Master Plan*.

Varied Time Restrictions

Using time limits to support a parking management program is a trusted industry best practice when used and enforced appropriately. Providing a variety of time limits is a simple, yet effective, way to support parkers with different needs. Shorter time spaces (an hour or less) are most effective in areas with high utilization and quicker turnover. These include drop-off, pickup, and loading zones as well as quick service dining and retail locations. Mid-term parking zones (~2 hours) are most common across downtowns and are typically adequate for the majority of patrons. These zones allow enough time for most retail shopping and dining activities. Long-term parking areas (greater than 2 hours) are needed for certain locations that require longer appointment times, meetings, or special uses. These are typically located on the periphery of the downtown area due to their lower turnover rates. A “right-sized” parking management system incorporates a variety of parking time restrictions to focus on the various needs of downtown users and businesses.

Employee Parking

Business vitality depends on the availability of parking for both patrons and employees. To ensure employees have convenient parking opportunities, the city could implement a permit program with applicable parking options provided in several locations throughout the downtown area. Surface lots that are currently unrestricted or are otherwise currently underutilized could be allocated for the use of employees with proper permits. A successful program would require several locations for permit holders. Permit hours and allocated spaces can be modified depending on program demand and utilization. Assignment of fees for all-day, off-street employee parking permits can help ensure the sustainability of the program and pay for the administrative costs to manage and enforce the program.

City Parking Management

The city manages two off-street parking lots, one on Lewis Street between Main Street and B Street and another on 2nd Street between Lewis Street and Clark Street (denoted in teal on **Figure 2.1**). These lots are managed and controlled by the city through a permit program. Between these two lots, approximately 55 parking stalls are available. These lots are variably utilized and could be leveraged to provide additional permitted employee parking stalls as discussed in the previous section. In general, the city should periodically review permit holders to ensure maximum utilization by local residents.

Additionally, these off-street lots could also be converted to pocket parks or programmable open spaces, as described in the Parks and Open Space Recommendations of the Master Plan. Since the city already controls these lots, it would be easy to re-designate the lots as open space for temporary community events and other short-term use during off-peak seasons.

Pay for Parking

Currently, all downtown parking in Livingston is free to use, except the day-long parking permits shown in **Table 2.2**. Although the city generally desires to avoid paid parking, it can be an effective management strategy to consider in the future. Paid parking offers a range of benefits, including the ability to offer incentive programs, utilize rates that influence driver behavior, and encourage the reduction of single occupancy vehicles or the use of alternate modes of transportation. Additionally, revenues from paid parking can help support parking operations, required staffing, and ongoing maintenance, creating a sustainable parking management strategy. Paid parking combined with time restrictions can be an effective way to help support increased turnover downtown.

APPENDIX A: Parking Lot Utilization

ID	Name	Capacity	THURSDAY (8-10-23)								FRIDAY (8-11-23)								THU/FRI AVERAGE								Average	Peak
			9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM	4:30 PM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM	4:30 PM			
1	Carquest Auto Parts	9	44%	44%	44%	67%	44%	67%	44%	67%	33%	56%	33%	44%	33%	67%	78%	39%	50%	39%	56%	39%	67%	61%	67%	52%	78%	
2	Livingston Laundromat	8	13%	25%	13%	25%	13%	63%	38%	25%	38%	25%	38%	63%	13%	13%	50%	25%	25%	25%	44%	13%	38%	44%	25%	30%	63%	
3	Thiry Chiropractic	5	40%	40%	20%	60%	40%	40%	40%	40%	20%	20%	0%	100%	0%	0%	40%	30%	30%	10%	80%	20%	20%	40%	40%	34%	100%	
4	Wells Fargo Bank	19	21%	21%	21%	37%	26%	32%	42%	26%	26%	47%	11%	0%	16%	26%	21%	24%	34%	16%	18%	21%	29%	32%	26%	25%	47%	
5	Eyecare Professionals	6	50%	50%	33%	33%	67%	33%	33%	17%	0%	50%	17%	33%	50%	67%	50%	25%	50%	25%	33%	58%	50%	42%	17%	38%	67%	
6	Rice Fine Thai Cuisine	6	33%	50%	33%	33%	50%	50%	50%	33%	17%	17%	17%	0%	33%	17%	0%	25%	33%	25%	17%	42%	33%	25%	33%	29%	50%	
7	Northern Pacific Beanery	25	80%	68%	80%	80%	32%	20%	4%	12%	76%	92%	52%	80%	32%	44%	12%	78%	80%	66%	80%	32%	32%	8%	12%	49%	92%	
8	T J's Gas N Convenience	12	58%	17%	8%	17%	25%	8%	33%	25%	25%	0%	25%	58%	25%	8%	25%	42%	8%	17%	38%	25%	8%	29%	25%	24%	58%	
9	City Hall	23	48%	39%	30%	43%	65%	65%	48%	39%	52%	48%	57%	43%	43%	39%	39%	50%	43%	43%	43%	54%	52%	43%	39%	46%	65%	
10	Chamber of Commerce/Visitor Center	18	33%	22%	39%	33%	44%	22%	17%	17%	17%	22%	33%	44%	33%	22%	11%	25%	22%	36%	39%	39%	22%	14%	17%	27%	44%	
11	Rib & Chop House	49	8%	16%	29%	39%	16%	31%	33%	18%	16%	22%	12%	43%	53%	41%	12%	19%	20%	41%	35%	42%	37%	18%	28%	53%		
12	Strip Mall	45	42%	67%	67%	69%	96%	67%	84%	67%	51%	53%	60%	60%	60%	7%	78%	47%	60%	63%	64%	78%	37%	81%	67%	62%	96%	
13	Thriftway/Strip Mall	32	63%	25%	22%	34%	28%	31%	22%	34%	31%	31%	28%	31%	28%	31%	38%	47%	28%	25%	33%	28%	31%	30%	34%	32%	63%	
14	Sky Federal Credit Union	25	68%	56%	76%	76%	64%	64%	60%	72%	16%	60%	72%	72%	68%	72%	88%	42%	58%	74%	74%	66%	68%	74%	72%	66%	88%	
15	The 1900	18	94%	94%	83%	78%	72%	89%	89%	67%	72%	67%	61%	50%	56%	61%	61%	83%	81%	72%	64%	64%	75%	75%	67%	73%	94%	
16	First Interstate Bank	35	49%	46%	31%	43%	37%	49%	57%	60%	89%	31%	40%	43%	34%	57%	46%	69%	39%	36%	43%	36%	53%	51%	60%	48%	89%	
17	Key Insurance	5	80%	60%	100%	100%	80%	80%	60%	100%	80%	60%	40%	40%	40%	60%	60%	80%	60%	70%	70%	60%	70%	60%	100%	71%	100%	
18	B Street Public Parking	35	77%	77%	86%	86%	83%	80%	80%	51%	74%	77%	74%	77%	71%	71%	71%	76%	77%	80%	81%	77%	76%	76%	51%	74%	86%	
19	Shane Center	55	85%	82%	95%	58%	67%	64%	65%	56%	67%	65%	69%	64%	56%	71%	60%	76%	74%	82%	61%	62%	67%	63%	56%	68%	95%	
20	City/County Buildings	50	48%	24%	28%	18%	20%	20%	32%	18%	34%	26%	12%	30%	20%	32%	18%	41%	25%	20%	24%	20%	26%	25%	18%	25%	48%	
21	O'Reilly Auto Parts/Unwined Bar	29	28%	21%	24%	28%	38%	21%	21%	34%	34%	34%	17%	31%	24%	38%	21%	31%	28%	21%	29%	31%	29%	21%	34%	28%	38%	
22	Unoccupied	9	33%	33%	33%	44%	44%	22%	56%	22%	11%	22%	0%	44%	22%	11%	22%	22%	28%	17%	44%	33%	17%	39%	22%	28%	56%	
23	Food Pantry	14	57%	57%	100%	71%	79%	57%	86%	86%	43%	64%	57%	71%	86%	71%	57%	50%	61%	79%	71%	82%	64%	71%	86%	71%	100%	

DRAFT

APPENDIX B: On-Street Parking Utilization

ID	Street	To - From	Side	Capacity	THURSDAY (8-10-23)								FRIDAY (8-11-23)								THU/FRI AVERAGE								Average	Peak
					9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM	4:30 PM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM	4:30 PM			
1	Park St	5th - Yellowstone	S	4	23%	23%	47%	23%	23%	23%	23%	23%	0%	0%	23%	23%	23%	23%	23%	12%	12%	35%	23%	23%	23%	23%	23%	23%	27%	47%
2	Park St	5th - 2nd	N	32	47%	31%	34%	53%	50%	44%	37%	37%	40%	50%	65%	56%	53%	62%	53%	44%	40%	50%	55%	51%	53%	45%	37%	51%	65%	
3	Park St	Yellowstone - 3rd	S	10	30%	40%	40%	30%	61%	61%	51%	10%	30%	100%	30%	61%	51%	30%	30%	40%	40%	70%	30%	61%	56%	40%	10%	48%	100%	
4	Park St	3rd - 2nd	S	11	45%	45%	63%	63%	89%	54%	63%	45%	18%	54%	54%	80%	80%	80%	63%	31%	49%	58%	71%	85%	67%	63%	45%	62%	89%	
5	Park St	2nd - Main	S	14	35%	70%	56%	63%	63%	63%	70%	56%	14%	35%	77%	63%	63%	77%	70%	25%	53%	67%	63%	63%	70%	70%	56%	61%	77%	
6	Park St	2nd - Main	N	6	73%	73%	73%	73%	73%	73%	73%	73%	55%	91%	91%	73%	73%	55%	91%	64%	82%	82%	73%	73%	64%	82%	73%	76%	91%	
7	Park St	Main - B	S	6	34%	34%	68%	68%	34%	68%	34%	68%	34%	68%	68%	68%	85%	68%	85%	34%	34%	68%	68%	59%	68%	59%	68%	59%	85%	
8	Park St	B - C	S	2	42%	0%	42%	0%	0%	0%	0%	0%	0%	42%	0%	0%	0%	0%	21%	21%	21%	0%	0%	0%	0%	0%	0%	14%	42%	
9	Park St	C - D	S	5	19%	56%	37%	37%	37%	0%	19%	0%	19%	74%	19%	19%	74%	0%	0%	19%	65%	28%	28%	56%	0%	9%	0%	32%	74%	
10	Park St	D - E	S	9	33%	44%	55%	44%	44%	22%	66%	0%	33%	44%	0%	11%	77%	11%	44%	33%	44%	27%	27%	60%	16%	55%	0%	39%	77%	
11	E St	Callander - Park	W	12	58%	75%	67%	50%	58%	58%	92%	58%	67%	58%	75%	0%	25%	100%	42%	71%	67%	71%	25%	42%	79%	67%	58%	63%	100%	
12	E St	Callander - Park	E	14	43%	43%	28%	57%	64%	71%	57%	50%	43%	50%	28%	7%	64%	106%	57%	43%	46%	28%	32%	64%	89%	57%	50%	54%	106%	
13	Callander St	D - E	N	13	40%	40%	32%	32%	48%	32%	40%	40%	16%	32%	16%	24%	24%	8%	8%	28%	36%	24%	28%	36%	20%	24%	40%	33%	48%	
14	Callander St	D - E	S	5	83%	83%	83%	125%	104%	146%	146%	42%	104%	83%	125%	146%	104%	104%	83%	94%	83%	104%	135%	104%	125%	115%	42%	104%	146%	
15	D St	Callander - Park	E	15	48%	68%	62%	55%	55%	41%	48%	48%	41%	41%	48%	62%	27%	41%	48%	55%	51%	51%	58%	34%	45%	48%	52%	68%		
16	D St	Callander - Park	W	16	43%	30%	37%	37%	24%	30%	30%	43%	49%	43%	37%	55%	55%	43%	30%	46%	37%	37%	46%	40%	37%	30%	43%	43%	55%	
17	Callander St	C - D	N	12	34%	59%	59%	34%	50%	50%	34%	42%	50%	34%	42%	34%	25%	25%	25%	42%	46%	50%	34%	38%	38%	29%	42%	44%	59%	
18	Callander St	C - D	S	13	62%	54%	62%	54%	39%	62%	39%	54%	54%	39%	62%	39%	39%	31%	39%	58%	47%	50%	47%	47%	39%	54%	51%	62%		
19	C St	Callander - Park	E	13	32%	32%	24%	40%	24%	24%	24%	24%	16%	16%	32%	32%	40%	24%	28%	24%	20%	36%	28%	32%	28%	24%	32%	40%		
20	C St	Callander - Park	W	13	75%	75%	68%	60%	68%	83%	53%	68%	83%	83%	0%	30%	68%	68%	60%	64%	79%	75%	30%	49%	75%	56%	68%	64%	83%	
21	Callander St	B - C	N	13	48%	64%	64%	72%	56%	64%	48%	72%	40%	48%	56%	48%	56%	56%	56%	44%	56%	60%	60%	56%	60%	52%	72%	59%	72%	
22	Callander St	B - C	S	13	62%	62%	62%	54%	78%	70%	70%	54%	54%	70%	62%	85%	62%	62%	78%	58%	66%	62%	70%	70%	66%	74%	54%	68%	85%	
23	B St	Callander - Park	E	12	41%	41%	66%	33%	33%	8%	25%	50%	8%	17%	8%	25%	17%	25%	41%	25%	29%	37%	29%	25%	17%	33%	50%	34%	66%	
24	B St	Callander - Park	W	13	47%	62%	62%	54%	39%	54%	54%	8%	16%	47%	62%	39%	47%	85%	27%	39%	54%	58%	39%	50%	70%	54%	52%	85%		
25	Callander St	Main - B	N	13	56%	48%	56%	72%	56%	24%	48%	72%	48%	56%	40%	48%	56%	64%	64%	52%	48%	60%	56%	44%	56%	72%	57%	72%		
26	Callander St	Main - B	S	13	64%	64%	56%	80%	56%	48%	48%	64%	48%	64%	48%	80%	64%	72%	72%	56%	64%	52%	80%	60%	60%	64%	64%	80%		
27	Main St	Callander - Park	E	24	38%	75%	79%	96%	92%	75%	63%	83%	71%	63%	100%	67%	96%	108%	88%	54%	69%	90%	81%	94%	92%	75%	83%	81%	108%	
28	Main St	Callander - Park	W	11	37%	47%	84%	75%	65%	93%	56%	75%	47%	65%	93%	93%	103%	93%	103%	42%	56%	89%	84%	84%	93%	79%	75%	77%	103%	
29	Callander St	2nd - Main	N	12	65%	65%	57%	73%	65%	57%	57%	65%	49%	65%	81%	65%	73%	65%	69%	69%	69%	61%	65%	65%	67%	81%	67%	81%		
30	Callander St	2nd - Main	S	13	48%	63%	56%	79%	71%	71%	56%	40%	48%	79%	63%	56%	63%	63%	48%	48%	71%	60%	67%	67%	52%	40%	63%	79%		
31	2nd St	Callander - Park	E	13	47%	54%	78%	70%	70%	31%	47%	124%	16%	39%	62%	47%	39%	47%	62%	31%	47%	70%	58%	54%	39%	54%	124%	58%	124%	
32	2nd St	Callander - Park	W	8	25%	75%	50%	50%	63%	63%	13%	63%	25%	50%	88%	50%	88%	75%	0%	25%	63%	69%	50%	75%	69%	6%	63%	55%	88%	
33	Callander St	3rd - 2nd	N	9	21%	64%	32%	21%	11%	11%	32%	32%	21%	11%	53%	43%	32%	32%	32%	21%	37%	43%	32%	21%	21%	32%	32%	34%	64%	
34	Callander St	3rd - 2nd	S	10	51%	30%	30%	51%	30%	30%	51%	30%	30%	20%	20%	71%	20%	20%	40%	40%	25%	25%	25%	25%	45%	30%	39%	71%		
35	3rd St	Callander - Park	E	12	8%	34%	17%	8%	17%	51%	25%	8%	8%	17%	8%	8%	0%	25%	17%	8%	25%	13%	8%	8%	21%	8%	22%	51%		
36	3rd St	Callander - Park	W	15	14%	76%	41%	62%	34%	28%	28%	41%	7%	14%	28%	48%	0%	41%	28%	10%	45%	34%	55%	17%	34%	28%	41%	37%	76%	
37	Callander St	Yellowstone - 3rd	N	12	40%	40%	40%	48%	40%	48%	40%	48%	40%	48%	40%	48%	56%	65%	56%	52%	44%	52%	56%	60%	52%	40%	54%	65%		
38	Callander St	Yellowstone - 3rd	S	9	54%	65%	43%	54%	75%	65%	54%	43%	32%	54%	43%	54%	65%	75%	48%	48%	48%	48%	65%	65%	70%	54%	59%	75%		
39	Yellowstone St	Callander - Park	E	18	33%	38%	33%	22%	27%	27%	27%	33%	33%	22%	28%	33%	33%	22%	30%	36%	33%	22%	30%	30%	22%	27%	33%	38%		
40	Yellowstone St	Callander - Park	W	15	39%	46%	52%	52%	52%	52%	52%	52%	46%	46%	46%	39%	33%	33%	46%	46%	46%	49%	49%	46%	42%	49%	52%	50%	52%	
41	Callander St	5th - Yellowstone	N	13	16%	31%	16%	16%	0%	16%	16%	16%	8%	8%	16%	8%	8%	8%	12%	19%	16%	12%	4%	12%	12%	16%	18%	31%		
42	Callander St	5th - Yellowstone	S	13	32%	32%	32%	32%	0%	24%	32%	32%	32%	32%	32%	32%	32%	32%	32%	36%	32%	16%	28%	32%	24%	34%	40%	40%		
43	5th St	Callander - Park	E	11	37%	37%	37%	28%	37%	37%	28%	37%	28%	37%	28%	28%	28%	37%	37%	42%	33%	23%	33%	33%	37%	28%	38%	47%		
44	5th St	Callander - Park	W	14	29%	36%	36%	36%	36%	29%	29%	29%	29%	29%	29%	29%	29%	29%	22%	29%	32%	32%	32%	32%	25%	29%	35%	36%		
45	3rd St	Callander - Lewis	E	16	51%	63%	57%	51%	44%	57%	32%	57%	44%	44%	57%	70%	51%	70%	54%	54%	51%	54%	60%	47%	63%	32%	56%	70%		
46	3rd St	Callander - Lewis	W	19	53%	63%	42%	58%	74%	47%	58%	42%	58%	58%	63%	63%	63%	53%	55%	61%	53%	55%	68%	55%	55%	42%	59%	74%		
47	Lewis St	3rd - 2nd	N	13	31%	31%	38%	23%	15%	31%	15%	31%	23%	23%	8%	15%	31%	31%	31%	27%	27%	23%	19%	23%	31%	23%	31%	30%	38%	
48	Lewis St	3rd - 2nd	S	13	15%	45%	38%	45%	45%	38%	23%	23%	38%	38%	38%	30%	15%	38%	23%	27%	42%	38%	38%	30%	38%	23%	23%	37%	45%	
49	2nd St	Callander - Lewis	E	18	27%	0%	27%	38%	0%	38%	22%	0%	0%	27%	49%	55%	55%	38%	14%	0%	27%	38%	46%	27%	38%	22%	32%	55%		
50	2nd St	Callander - Lewis	W	18	34%	0%	45%	50%	39%	0%	22%	28%	0%	0%	39%	67%	67%	67%	45%	17%	0%	42%	59%	53%	34%	34%	28%	38%	67%	
51	Lewis St	2nd - Main	N	7	86%	100%	71%	57%	29%	71%	57%	71%	86%	100%	86%	71%	86%	71%	71%	86%	100%	79%	64%	57%	71%	64%	57%	75%	100%	
52	Lewis St	2nd - Main	S	6	52%	86%	69%	69%	69%	69%	52%	34%	86%	86%	86%	34%	69%	69%	52%	69%	86%	78%	52%	69%	69%	52%	34%	68%	86%	
53	Main St	Callander - Lewis	E	18	44%	66%	61%	77%	72%	83%	55%	55%	0%	72%	94%	77%	77%	99%	72%	22%	69%	77%	75%	91%	64%	55%	69%	99%		
54	Main St	Callander - Lewis	W	25	60%	96%	92%	112%	104%	100%	96%	56%	68%	92%	100%	96%	112%	108%	76%	64%	94%	96%	104%	108%	104%	86%	56%	92%	112%	
55	Lewis St	Main - B	N	13	16%	40%	48%	24%	40%	48%	40%	40%	32%	40%	40%	32%	40%	32%	24%	40%	44%	28%	36%	44%	36%	40%	40%	48%		
56	Lewis St	Main - B	S	12	25%	33%	41%	41%	49%	41%	49%	41%	33%	41%	41%	57%	33%	29%	37%	45%	49%	45%	49%	41%	41%	41%	46%	5		

APPENDIX B: On-Street Parking Utilization

ID	Street	To - From	Side	Capacity	THURSDAY (8-10-23)								FRIDAY (8-11-23)								THU/FRI AVERAGE								Average	Peak
					9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM	4:30 PM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM	4:30 PM			
74	Clark St	C - D	N	14	44%	30%	0%	44%	52%	52%	52%	44%	44%	44%	37%	37%	30%	37%	44%	37%	22%	41%	44%	41%	44%	44%	43%	52%		
75	C St	Lewis - Clark	W	19	0%	0%	0%	0%	0%	0%	5%	5%	5%	16%	16%	16%	21%	11%	8%	8%	8%	11%	5%	8%	13%	5%	14%	21%		
76	C St	Lewis - Clark	E	18	0%	0%	0%	0%	0%	11%	11%	9%	5%	22%	22%	22%	16%	27%	33%	11%	11%	11%	14%	19%	19%	5%	19%	33%		
77	Clark St	B - C	S	13	37%	45%	60%	60%	60%	52%	52%	15%	5%	22%	22%	52%	45%	37%	45%	45%	56%	56%	52%	45%	49%	15%	51%	60%		
78	Clark St	B - C	N	13	15%	23%	38%	15%	23%	15%	8%	8%	38%	38%	61%	46%	46%	46%	31%	27%	31%	50%	31%	34%	31%	19%	8%	34%	61%	
79	B St	Lewis - Clark	E	18	34%	29%	46%	51%	23%	23%	34%	23%	17%	17%	17%	40%	34%	23%	31%	46%	29%	23%	31%	46%	29%	23%	34%	23%	34%	51%
80	B St	Lewis - Clark	W	16	38%	38%	25%	31%	38%	25%	25%	19%	13%	13%	13%	13%	19%	13%	6%	25%	25%	19%	22%	28%	19%	16%	19%	27%	38%	
81	Clark St	Main - B	N	11	86%	76%	76%	76%	76%	95%	95%	86%	67%	76%	86%	86%	95%	76%	95%	76%	76%	81%	81%	86%	86%	95%	86%	84%	95%	
82	Clark St	Main - B	S	7	100%	114%	100%	100%	86%	100%	86%	71%	57%	71%	71%	57%	29%	57%	71%	86%	93%	79%	64%	71%	79%	71%	57%	78%	114%	
83	Main St	Lewis - Clark	E	30	23%	40%	57%	67%	70%	53%	60%	50%	40%	43%	63%	83%	83%	73%	43%	32%	42%	60%	75%	77%	63%	52%	50%	59%	83%	
84	Main St	Lewis - Clark	W	11	62%	71%	80%	80%	80%	71%	80%	62%	27%	44%	71%	71%	97%	71%	44%	58%	75%	75%	75%	84%	75%	62%	71%	97%		
85	Clark St	2nd - Main	N	11	46%	56%	102%	93%	120%	37%	74%	102%	65%	28%	93%	120%	111%	37%	111%	56%	42%	97%	106%	116%	37%	93%	102%	81%	120%	
86	Clark St	2nd - Main	S	7	42%	56%	56%	42%	42%	56%	56%	28%	42%	42%	56%	56%	42%	97%	56%	42%	49%	56%	42%	76%	56%	28%	55%	97%		
87	2nd St	Lewis - Clark	E	17	17%	0%	11%	6%	11%	6%	17%	11%	17%	6%	6%	6%	6%	11%	11%	17%	3%	9%	6%	9%	9%	14%	11%	15%	17%	
88	2nd St	Lewis - Clark	W	18	33%	0%	28%	0%	6%	22%	17%	6%	17%	6%	6%	6%	6%	6%	17%	25%	8%	17%	3%	6%	14%	17%	6%	18%	33%	
89	Clark St	3rd - 2nd	S	13	15%	31%	31%	46%	54%	62%	54%	46%	23%	23%	38%	46%	46%	31%	19%	27%	35%	46%	50%	46%	42%	46%	42%	42%	62%	
90	Clark St	3rd - 2nd	N	13	48%	56%	63%	48%	56%	56%	63%	48%	56%	48%	56%	56%	48%	48%	48%	52%	52%	60%	52%	52%	52%	56%	48%	56%	63%	
91	3rd St	Lewis - Clark	E	19	32%	27%	38%	43%	32%	22%	16%	22%	38%	27%	32%	38%	38%	27%	22%	35%	27%	35%	40%	35%	24%	19%	22%	34%	43%	
92	3rd St	Lewis - Clark	W	19	53%	48%	37%	48%	42%	37%	37%	21%	32%	48%	32%	37%	26%	37%	16%	42%	48%	34%	42%	34%	37%	26%	21%	41%	53%	
93	3rd St	Clark - Geyser	W	20	0%	0%	0%	0%	0%	5%	5%	5%	10%	10%	10%	20%	25%	20%	10%	5%	5%	10%	13%	13%	13%	8%	5%	14%	25%	
94	3rd St	Clark - Geyser	E	20	0%	0%	0%	0%	0%	5%	5%	5%	15%	10%	15%	15%	35%	25%	25%	20%	5%	8%	8%	18%	13%	15%	13%	15%	17%	35%
95	Geyser St	3rd - 2nd	N	11	27%	9%	9%	35%	18%	9%	9%	9%	18%	18%	18%	18%	18%	18%	18%	22%	13%	13%	27%	18%	13%	13%	9%	22%	35%	
96	Geyser St	3rd - 2nd	S	13	23%	23%	23%	39%	39%	23%	31%	23%	31%	31%	39%	23%	31%	31%	31%	27%	27%	31%	31%	35%	27%	31%	23%	34%	39%	
97	2nd St	Clark - Geyser	W	19	57%	52%	46%	46%	41%	46%	67%	52%	46%	41%	46%	41%	41%	41%	62%	52%	46%	46%	44%	41%	44%	64%	52%	52%	67%	
98	2nd St	Clark - Geyser	E	19	58%	53%	53%	74%	53%	47%	58%	53%	68%	63%	58%	58%	63%	68%	63%	63%	55%	66%	58%	58%	61%	53%	62%	74%		
99	Geyser St	2nd - Main	N	11	35%	35%	27%	27%	27%	35%	35%	44%	18%	18%	18%	18%	18%	27%	27%	27%	27%	22%	22%	22%	31%	31%	44%	32%	44%	
100	Geyser St	2nd - Main	S	13	16%	16%	23%	16%	8%	8%	23%	39%	16%	8%	8%	8%	16%	23%	39%	16%	12%	12%	12%	16%	31%	39%	23%	39%		
101	Main St	Clark - Geyser	W	10	77%	67%	48%	48%	29%	77%	77%	48%	58%	48%	48%	48%	38%	38%	38%	67%	58%	48%	48%	34%	58%	58%	48%	56%	77%	
102	Main St	Clark - Geyser	W	1	250%	250%	167%	250%	250%	250%	250%	250%	83%	83%	83%	83%	83%	83%	83%	167%	167%	125%	167%	167%	167%	167%	250%	163%	250%	
103	Main St	Clark - Geyser	E	20	55%	60%	15%	35%	25%	55%	60%	80%	50%	50%	40%	40%	30%	40%	25%	53%	55%	28%	38%	28%	48%	43%	80%	48%	80%	
104	Geyser St	Main - B	N	10	59%	59%	59%	59%	59%	69%	78%	78%	78%	69%	59%	59%	69%	69%	59%	69%	64%	59%	59%	64%	69%	69%	78%	68%	78%	
105	Geyser St	Main - B	S	5	20%	39%	20%	20%	20%	39%	39%	39%	59%	39%	39%	39%	39%	39%	39%	39%	29%	29%	29%	29%	29%	29%	39%	41%	59%	
106	Geyser St	Main - B	S	24	12%	12%	17%	12%	25%	25%	21%	29%	0%	4%	4%	4%	4%	4%	4%	6%	8%	10%	8%	14%	14%	12%	29%	17%	29%	
107	B St	Clark - Geyser	W	16	6%	6%	0%	0%	0%	6%	0%	19%	0%	38%	38%	31%	19%	13%	25%	3%	22%	19%	16%	9%	9%	13%	19%	19%	38%	
108	B St	Clark - Geyser	E	19	5%	5%	0%	0%	0%	5%	0%	11%	21%	21%	21%	21%	21%	16%	21%	13%	13%	11%	11%	11%	11%	11%	11%	17%	21%	
109	Geyser St	B - C	N	13	22%	22%	22%	22%	22%	22%	22%	15%	15%	15%	15%	15%	15%	7%	19%	19%	19%	19%	19%	19%	15%	15%	23%	22%		
110	C St	Clark - Geyser	W	20	5%	0%	0%	0%	0%	5%	0%	10%	15%	10%	5%	5%	5%	5%	10%	5%	3%	3%	3%	3%	5%	3%	10%	11%	15%	
111	C St	Clark - Geyser	E	19	5%	0%	0%	0%	0%	5%	0%	11%	11%	11%	11%	11%	16%	16%	16%	8%	5%	5%	5%	8%	11%	11%	22%	14%	22%	
112	Geyser St	C - D	N	14	29%	29%	0%	0%	29%	14%	7%	7%	22%	14%	14%	29%	22%	22%	25%	22%	22%	7%	14%	25%	18%	14%	7%	22%	29%	
113	Geyser St	C - D	S	18	45%	40%	23%	11%	40%	40%	34%	28%	0%	6%	6%	6%	6%	6%	6%	23%	23%	14%	8%	23%	23%	20%	28%	25%	45%	
114	D St	Clark - Geyser	W	19	0%	0%	0%	5%	0%	0%	0%	0%	0%	31%	31%	36%	31%	31%	31%	36%	16%	16%	18%	18%	16%	18%	0%	21%	36%	
115	D St	Clark - Geyser	E	18	0%	0%	0%	0%	0%	0%	0%	0%	0%	22%	22%	16%	16%	16%	22%	16%	11%	11%	8%	8%	8%	11%	8%	14%	22%	

Attachment C. Public Outreach / Community Engagement Touchpoints August 2023 – June 2024

- Community-wide Events
2 Farmers Market booths, and Flyers out at several events
- Stakeholder Interview phone calls & Zoom meetings
47 Stakeholder Interviews during Preliminary Visioning Survey
- Email Correspondence
Distribution to over 250 email addresses at key milestones and review touchpoints
- Surveys & Comment Forms - online and hard-copy
391 Participants in the Preliminary Visioning Survey
81 Participants in the Emerging Ideas Survey
- Study Area Walking Tours
4 with various Staff and Stakeholder Members
- A Community Workshop/Charrette
55+ Participants
- A Business Owner Breakfast
35+ Participants
- A Public Open House
28 Participants
- Focus Group Meetings
5 Topic-Specific Sessions (43 Participants)
1 Session with Park High Green Initiative (10 Students)
- Presentations at Public Meetings - City Commission & URA Board
4 Presentations/Workshops
- A 24/7 “Share Your Ideas” Online Interface
200+ Ideas shared by 140 participants

Changes Made for City Commission Review Draft

Edits Made for Clarity & Correctness

1. Map/Diagram labeling errors
 - Several maps included a label for “Livingston Roundup,” and it was pointed out that, “While the Livingston Roundup is an important partner organization of the Park County Fairgrounds, they are only one user group out of hundreds that utilize our public community gathering space.”

Change(s) Made:

- Edited maps/diagrams on pages 7, 25, 45, 57, and 59 to correctly identify the area as “Park County Fairgrounds.”
2. Incorrectly rendered condition on Conceptual Renderings of Proposed Park Street Improvements
 - Both renderings on p. 55 inadvertently showed the proposed bulb-out/curb-extension condition as a raised curb, as opposed to a flat/roll-up condition with a gentler turning radius to safely accommodate truck turning movements.

Change(s) Made:

- While it is important to note that the Conceptual Renderings found in the Plan are purely conceptual, and intended to illustrate the community’s vision for those spaces – as opposed to being representative of a final design condition – for clarity of intent, the renderings have been revised to correct that condition at the crosswalks.
3. Identified an additional Potential Funding Source, and corrected an Order of Magnitude Cost
 - For the recommendation of “Explore higher ease-of-use enhancements to rail crossings,” found on p. 61’s Implementation Matrix (edit shown below), the USDOT Railroad Crossing Elimination Grant Program was added as a Potential Funding Source, and the Order of Magnitude Cost was corrected from “\$\$\$” to a range of “\$\$\$-\$\$\$\$” to reflect the possibility of a more costly grade-separated condition.

Change(s) Made (circled in green):

CONNECTIVITY & MOBILITY IMPROVEMENTS						3. Implementation Action Plan
Pursue low-cost traffic calming measures as pilot projects to gauge community's response to longer-term improvements	Short-Term [1-2 Years]	• Ch. 2 Streetscapes & Mobility	Potential Champions: LBID; Chamber of Commerce; LDBOBA; PCEC	• City Budget	\$	
Perform a Bicycle & Pedestrian Safety Evaluation every two years for the Downtown Study Area				• URA TIF Investment	\$	
Implement Bike Boulevard enhancements on Priority Bike Connection corridors, and respond to Safety Evaluation outcomes	Medium-Term [3-5 Years]	• Ch. 3 2nd Street Promenade; Park Street Improvements	Key Partners: MDT; Public Works; Railroad	• Capital Improvements Program (City) Investment	\$\$	
Explore higher ease-of-use enhancements to rail crossings	Long-Term [5-10 Years]			• USDOT Railroad Crossing Elimination Grant Program	\$\$\$-\$\$\$\$	

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Livingston DOWNTOWN MASTER PLAN

- 4. Rephrasing of language to avoid confusion of intent.
 - Recommendation AC-1 (on p. 36) was poorly worded in that Yellowstone National Park could be misconstrued to be under the ownership of the City of Livingston, and inadvertently did not acknowledge the natural and cultural heritage aspects of the National Park.

Change(s) Made:

Land Use Board Review Draft:

ARTS & CULTURE

PUBLIC ART & STORYTELLING

AC-1. Visually connect spaces within the Downtown to the City's National Park, river and railroad heritage, including interpretive elements such as signage and public art that educate and engage people in Livingston's history.

City Commission Review Draft:

ARTS & CULTURE

PUBLIC ART & STORYTELLING

AC-1. Visually connect spaces within the Downtown to the City's river, railroad, natural, and cultural heritage, including interpretive elements such as signage and public art that educate and engage people in Livingston's history.

- Within the narrative for the Priority Infill / Redevelopment Sites section (p.44), it identified Housing as the greatest need in Downtown, but did not clarify "as stated by the community in this process."

Change(s) Made:

Land Use Board Review Draft:

While the greatest need in the Downtown is housing - specifically at an attainable price point for the workforce (See Housing) - other uses that contribute to the vitality of, and activity in, Downtown are also of tremendous value.

City Commission Review Draft:

While Downtown's greatest need, as stated by the community in this process, was housing - specifically at an attainable price point for the workforce (See Housing) - other uses that contribute to the vitality of, and activity in, Downtown are also of tremendous value.

Livingston DOWNTOWN MASTER PLAN

Edits Made Based on Land Use Board Recommendation of Approval with Conditions on August 14th

In preparation for the August 14th Land Use Board meeting, a Public Review Draft of the Downtown Master Plan was posted online to garner public comments. In response to feedback received during this public review, Staff and the Consultant Team asked the Land Use Board to condition its recommendation of approval of the Draft Downtown Master Plan to the City Commission on including language in the Plan that addressed the following seven ideas:

1. Highlight live/work housing opportunities, and emphasize that subsidies should enhance affordability.
2. Reference Heritage Tourism as another component of Livingston’s attractiveness as a tourist destination.
3. Emphasize and position the Downtown as a critical “Third Space” for the community.
4. Encourage the City to assess its progress toward implementation at a regular interval (2-5 years) and make responsive, strategic updates to the Plan to maximize the shelf life of the Downtown Master Plan.
5. Further encourage the entrepreneurial community.
6. Coordinate and adhere with state and federal standards for on-system routes.
7. Highlight how Livingston sets itself apart as a hub for outdoor activities, the arts, and active recreation.

Details of edits made to the City Commission Review Draft in response to this Land Use Board direction are outlined in what follows.

1. Highlight live/work housing opportunities, and emphasize that subsidies should enhance affordability.

Change(s) Made:

- Added language to recommendation LU-14 on page 28.

Land Use Board Review Draft:

City Commission Review Draft:

LU-14. Increase housing choice and diversity in Downtown with strategic Infill Development opportunities. (SEE CH.3 - HOUSING DEVELOPMENT)

LU-14. Increase housing choice and diversity in Downtown with strategic Infill Development opportunities. (SEE CH.3 - HOUSING DEVELOPMENT)

- Explore forms of housing such as Live-Work units to serve a local trades workforce.

Livingston DOWNTOWN MASTER PLAN

- Added language to recommendation ED-4 on page 39.

Land Use Board Review Draft:

ED-4. Use the powers of the URA and tax increment to support reinvestment in existing buildings, attract people Downtown, and provide amenities to support vitality in the Downtown.

- Use tax increment as a funding support tool and not the primary funding source for projects. Set target percent for total URA funding as a percent of total project cost.
- Continue to provide URA grants for facade repair and building renovations

City Commission Review Draft:

ED-4. Use the powers of the URA and tax increment to support reinvestment in existing buildings, attract people Downtown, and provide amenities to support vitality in the Downtown.

- Use tax increment as a funding support tool - with a focus on enhancing affordability - and not the primary funding source for projects. Set target percent for total URA funding as a percent of total project cost.
- Continue to provide URA grants for facade repair and building renovations

- Added language to recommendation H-1 on page 39.

Land Use Board Review Draft:

H-1. Encourage the development of new housing options in the Downtown to bring increased vitality.

- Allow greater flexibility for middle density housing in residential areas in the Downtown Study Area.

City Commission Review Draft:

H-1. Encourage the development of new housing options in the Downtown to bring increased vitality.

- Allow greater flexibility for middle density housing and/or appropriately scaled Live-Work units in residential areas in the Downtown Study Area.

- Reference Heritage Tourism as another component of Livingston’s attractiveness as a tourist destination.

Change(s) Made:

- Added language to Vision Theme on page 21.

Land Use Board Review Draft:

Strengthen Connections to the Wealth of Assets

- Engage the rail history, Yellowstone River & strengthen the gateway relationship to the National Park.

City Commission Review Draft:

Strengthen Connections to the Wealth of Assets

- Engage the rail history, the Yellowstone River & strengthen the gateway relationship to the National Park, with an emphasis on Heritage Tourism.

Livingston DOWNTOWN MASTER PLAN

- Added language to recommendation AC-2 on page 36.

Land Use Board Review Draft:

City Commission Review Draft:

AC-2. Invest in unique placemaking elements and experiences that encourage locals and visitors to wander comfortably from The Depot area to the Yellowstone River.

AC-2. Invest in unique placemaking and Heritage Tourism elements and experiences that encourage locals and visitors to wander comfortably from The Depot area to the Yellowstone River.

- Added language to narrative in Wayfinding & Gateways section on page 36.

Land Use Board Review Draft:

City Commission Review Draft:

An improvement to the Downtown environment commonly requested in this planning process was the addition of additional Gateway Treatments at perceived key “entry points” into the Downtown, that could both enhance wayfinding and signal to visitors of Livingston the proper paths of travel to key destinations. There was a great deal of support in the Downtown for using Public Art and enhanced landscaping, when possible, at these Gateway Treatments, in order to extend beyond signage-only treatments.

An improvement to the Downtown environment commonly requested in this planning process was the addition of additional Gateway Treatments at perceived key “entry points” into the Downtown, that could both enhance wayfinding and signal to visitors of Livingston the proper paths of travel to key destinations. Enhanced wayfinding is an excellent way for the City to capitalize on its tremendous Heritage Tourism potential. There was a great deal of support in the Downtown for using Public Art and enhanced landscaping, when possible, at these Gateway Treatments, in order to extend beyond signage-only treatments.

3. Emphasize and position the Downtown as a critical “Third Space” for the community.

- Added language to Vision Theme on page 21.

Land Use Board Review Draft:

City Commission Review Draft:

Build Upon Arts/Culture/ Programming to continue to activate Downtown

- Celebrate Livingston’s unique history, character & local culture by making the Downtown the community’s gathering place.

Build Upon Arts/Culture/ Programming to continue to activate the Downtown as a critical “Third Place” for the community

- Celebrate Livingston’s unique history, character & local culture by making the Downtown the community’s gathering place, and the place visited most by community members after their home (“first place”) and work (“second place”).

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- 4. Encourage the City to assess its progress toward implementation at a regular interval (2-5 years) and make responsive, strategic updates to the Plan to maximize the shelf life of the Downtown Master Plan.

Change(s) Made:

- Added a callout box containing a recommendation at the beginning of Chapter 3's Implementation Action Plan on page 41.

A RECOMMENDATION ON DOWNTOWN MASTER PLAN UPDATES

While this Downtown Master Plan is intended to provide guidance to the City on implementing the community's 20-year vision for the Downtown, there are - as always - unanticipated opportunities and challenges that will arise in the next two decades. Therefore, in an effort to extend the shelf life of this Downtown Master Plan document, it is recommended that the City assess its progress toward implementation at a regular interval (2-5 years). At that time, the City should consider making responsive, strategic updates to the Plan to optimize its ability to implement the community's vision, rather than invest the time and resources in a wholly new Plan.

- 5. Further encourage the entrepreneurial community.

Change(s) Made:

- Added language to recommendation ED-1 on page 38.

Land Use Board Review Draft:

ED-1. Attract and support businesses that add to the diversity of retail offerings and provide goods and services that are needed by both residents and visitors.

City Commission Review Draft:

ED-1. Attract and support businesses that add to the diversity of retail offerings, promote the entrepreneurial community, and provide goods and services that are needed by both residents and visitors.

- Added language to recommendation AC-14 on page 37.

Land Use Board Review Draft:

AC-14. Find opportunities to support public art contests/exhibits to leverage the strength of the local artist scene and provide increased visibility to local art talent.

City Commission Review Draft:

AC-14. Find opportunities to support public art contests/exhibits to leverage the strength of the local artist scene and provide increased visibility to local art talent and entrepreneurs.

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- 6. Coordinate and adhere with state and federal standards for on-system routes.

Change(s) Made:

- Added a note at the beginning of Chapter 2’s Master Plan Framework on page 23.

TOPICS IN THIS CHAPTER:

- Master Plan Framework Recommendations
- Land Use, Building Form & Activation
- Streetscapes & Mobility
- Parks & Open Space
- Arts & Culture
- Economic Development & Housing

MOVING FROM VISION TO ACTION

Building upon the Vision Themes articulated by the community throughout the engagement process (and outlined in the previous chapter), the Master Plan framework diagram, and accompanying Master Plan Framework recommendations in this chapter, provide physical planning guidance on how to begin to move that vision toward action. This guidance is organized by five primary categories, the first four of which align with the categories for which the community provided input throughout the process - Land Use, Building Form & Activation; Streetscapes & Mobility; Parks & Open Space; and Arts & Culture. The fifth category, Economic Development & Housing, provides guidance on maintaining and growing the economic vitality of the downtown.

For each of the five categories, flexible guidance is provided on how to move forward to implement the vision - in some cases, through incremental steps and/or “quick wins,” and in other cases, through longer-term, strategic policies, initiatives, and investments.

More detailed, implementation-oriented projects and strategies to advance the Master Plan Framework are found in the next chapter’s Implementation Action Plan.

NOTE: For each of the recommendations that follow, the City will need to coordinate and adhere with state and federal standards for on-system routes - a category of roads that are updated annually by the Montana Department of Transportation (MDT).

2. Master Plan Framework

- Added a note at the beginning of the Implementation Matrix on page 60.

IMPLEMENTATION MATRIX

The implementation matrix provides a consolidated look at each effort’s timeframe, applicable sections of this Downtown Master Plan, potential champions and/or key partners, potential funding sources, and an indication of the relative order of magnitude cost.

NOTE: For each of the recommendations that follow, the City will need to coordinate and adhere with state and federal standards for on-system routes - a category of roads that are updated annually by the Montana Department of Transportation (MDT).

SEE PAGE 65 FOR DEFINITIONS OF ELEMENTS USED IN THIS IMPLEMENTATION MATRIX, INCLUDING THE INTENDED DISTINCTION BETWEEN “POTENTIAL CHAMPION” AND “KEY PARTNER.”

KEY SCOPE ELEMENTS OF IMPLEMENTATION EFFORT	TIMEFRAME	APPLICABLE MASTER PLAN SECTION(S)	POTENTIAL CHAMPIONS/ KEY PARTNERS	POTENTIAL FUNDING SOURCES	ORDER OF MAGNITUDE COST
REGULATORY CHANGES & INCENTIVES					
Update Zoning Code to clarify desired building heights and density in the Downtown Study Area		• Ch. 2 Land Use, Building Form	Potential Champions: LBID; Chamber of		

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- 7. Highlight how Livingston sets itself apart as a hub for outdoor activities, the arts, and active recreation.

Change(s) Made:

- Added language to narrative at the beginning of Chapter 1’s Master Plan Introduction on page 5.

MASTER PLAN INTENT & ORGANIZATION

The first official Downtown Master Plan for the City of Livingston, this plan will be used to prioritize and allocate resources for future public improvements and investments in Downtown Livingston.

Historically, Livingston served as the railway gateway to Yellowstone National Park, America’s First National Park, and therefore it has had an iconic and vibrant downtown environment for over a century. With the departure of passenger rail in the late 1970’s, the Downtown lost one of its primary drivers of visitation and tourism. Remarkably, unlike many other small railroad towns, Livingston’s Downtown has retained much of its historic character, charm, culture, and vitality through that transition from a true gateway community, to one that benefits from its adjacency to a National Park. In addition to its unique National Park proximity, Downtown Livingston also benefits from its direct relationship with beautiful natural environments such as the Yellowstone River and its remarkable river parks - Sacajawea & Miles Park - and the Paradise Valley. Beyond its rich history, Livingston sets itself apart as a hub for outdoor activities, the arts, and active recreation.

Given the richness that already exists in Downtown Livingston, the intent of this Master Plan process was largely focused on leveraging and supplementing successful efforts already underway in the Downtown - aimed at ensuring a continually vibrant and more resilient future for the Downtown - as opposed to attempting to wholly reinvent an atrophying downtown environment, which is the case with many Downtown Master Plan efforts. Therefore, this Plan is organized to reflect the vision of an engaged (and understandably proud) community in its first chapter; to provide a framework for guiding efforts toward realizing that vision for the Downtown in its second chapter; and to articulate specific steps and projects to work toward implementing the Plan in its final chapter.

Public Comments Received Up To City Commission Review Draft

I. Feedback Received from Public Review Draft Comment Form via Project Webpage

Ch. 1 - Master Plan Introduction (pages 5-22)

Plan Background (pages 5-11)

- Page 11 estimates the need of 85 new units in the community. The URA should take this opportunity for growth to be in the core part Livingston (the URA) and help build a disproportionate numbers of units in the core. Fill out the core and stop the sprawl on the edges of town (North side). Workforce housing of 200+ units should be a focus on the URA in the core part of Livingston, ADUs and other housing in the core part of town.
- The Introduction gives the feeling that downtown Livingston is a has been railroad town. The fact is that it has many current and past sources of pride: hospitality, flyfishing town, respected art town, very walkable town with many coffee shops and bookstores etc.. It is the goose that lays the golden egg.

It also has a major housing problem. The trick is solving the housing problem without killing the goose. There needs to be a broader housing study including: a wider look at housing location; architectural design; construction type (consider mass timber): individual needs (we don't need to have children playing ball on Main Street or soccer moms/dads driving around the downtown looking for parking); living in 6 story buildings; would workforce residents rather live in downtown or a few blocks away in modern family friendly buildings?; and many other individual needs. Tourist love historic charm; residents may need to have more modern amenities. Make Livingston a model for the nation of both a proud downtown and quality affordable housing options.

- The document could benefit from better background info regarding the Montana Main Street Program, and Livingston’s participation and what it means. There is no mention, except giving the program credit at the end for funding.

Livingston became a member of the Montana Main Street Program in 2020 (the city was previously a member in the program but dropped from the program for various reasons). Membership in the program has granted Livingston the opportunity to review foundational planning documents, like the Livingston Growth Policy and former downtown plans, to help determine what plans need updating.

The framework needs to be underpinned by the natural environment and not

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economic development. The natural environment has been how we make the majority of our economic development.

Visioning & Public Engagement (pages 13-20)

- Plenty on input from the community. Build more affordable housing in the URA.
- Trades Persons (plumbers, electricians etc.) are often too busy to come to community meetings, but they are very important citizens. Many of them would like an affordable option for residence over workspace housing. Having them in reasonable proximity to the center of town is important to them and the functioning of the town. No more driving in from Bozeman.
- Thank you for facilitating meaningful opportunities to engage in the creation of this plan.
- This was a great process to be a part of! Thanks for making it about our community.

Vision Themes (page 21)

- Wealth of Assets: "Engage the HOSPITALITY and rail history"
- "Strengthen Connections to the Wealth of Assets" Engage the rail, ranching and Indigenous histories, strengthen connections to parks, public lands, Yellowstone River and Yellowstone National Park.

Instead of the theme "Build Upon Arts/Culture/ Programming to continue to activate Downtown" how about "Make Downtown the community's inclusive gathering place". In my opinion, the most important Vision Theme. We should strive to create Livingston's Downtown inviting to everyone, regardless of age, ethnicity, religion, physical ability or sexual orientation. The bullet could read "Build on existing programs and events to bring people downtown and celebrate Livingston's unique history, authentic character, local culture and proximity to nature."

"Right-Size Parking for Economic Vitality" is too focused on people visiting downtown only by car. That is not the only way to get people downtown and spending money. We suggest something like "Make downtown as people centric and accessible as possible to encourage economic vitality" Ensure vehicle parking, bicycle parking, public transit hub, dog parking (ha) ADA and pedestrian friendly facilities to maximize engagement of people of all ages and mobilities to enjoy downtown.

General Feedback

- Housing, housing & more housing in the core.
- Overall, an excellent document. Thank You.
- Would like to see more visualization for easy interpretation by the general public. Would like to see a story map, or something similar. More emphasis on inclusive and safe accessibility. This plan should include a "universal accessibility" perspective to ensure that public facility design,

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maintenance, and operations deliver an inclusive environment with equitable access for all. Safe and convenient movement on streets, sidewalks and other public spaces is difficult for a broad range of people, not just those with specific disabilities. People walking with children or with children in strollers, persons carrying packages or pushing carts, seniors and children all face accessibility challenges in downtown Livingston.

More emphasis and definition of downtown as a “third space”. We need places to gather, create and strengthen social connections. In winter (and perhaps increasingly in the hot and smoky summer months), people get isolated and depressed. The only places to gather are bars. There are not a lot of opportunities for families or teens. This is not the first downtown plan. There is an older plan from the mid 2000’s I believe? We suggest creating an implementation target. The plan could be revisited every 5 years, to see if goals and objectives have been implemented. The older plan sat on a shelf and I don’t think it was revisited.

Resilient local economy and quality of life added in intro language. The plan is lacking climate adaptation / climate mitigation strategy tie-ins. The plan doesn’t mention the word climate change or climate once. How does downtown remain a viable community hub in a changing climate?

Would like to see more interactive visuals, like this example:
<https://bao.arcgis.com/InfographicsPlayer/BAMobile/23.R01/reportPlayer/InfographicFromResource.html#resourceUrl=https://www.arcgis.com/sharing/rest/content/items/e5828850139a4514b001aff9a21d808d/resources/22d574d950e3459a865da248a6d8bf40.txt&portalUrl=https://www.arcgis.com>

At a minimum, we’d like to see something like this available:
https://experience.arcgis.com/experience/d4c7cc5795894bdcaf5329153c6f4528#data_s=id%3AdataSource_1-1840fae4bfb-layer-25%3A77.

- This plan feels visionary, and like it’s of Livingston. Thank you.

Ch. 2 - Master Plan Framework (pages 23-40)

Master Plan Framework Recommendations (pages 23-25)

- page 25: The highway commercial zoning which runs along park street is a problem which the plan appropriately identifies. The park street frontage is a unique corridor through town and should have special or its own zoning district. This is an issue which is best addressed in the forthcoming zoning update.
- Separate the map on page 25 into 4 separate maps for each category. Too many keys and colors to differentiate.

Online plan should have live links to other documents.

Can the map link to the area in the document where the recommendation is

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described in more detail, or examples of what these street treatments could look like?

Land Use, Building Form & Activation (pages 26-29)

- page 26: The plan proposes height limits and massing guidelines which would change the scale of the existing fabric. This should be given further scrutiny and possibly be subject to further public input. It propose a 3/4 story height in the historic district and a 5/6 story height in the southern portion of downtown. A large four story structure on main street for example would overwhelm the existing scale. Upper story setbacks would help but this requires more thought.
- LU-1: support proposed story-height limits, protecting the view is a priority! LU-16: utilizing the Depot or surrounding space for public restrooms is a great idea! LU-21: Parking is already limited, and parking is a critical component to downtown success. Parklets don't seem like a good fit for the main downtown streets.
- I appreciate the focus on adaptive reuse, and my hope is that with this development the buildings that are adapted will retain their character and aesthetic. It is important to local residents that the downtown development does not lead to modern industrial buildings built with cheap materials (ex. Cannery district in Bozeman, development of new restaurant/casino UnWined). The historic western fronts that make up our current commercial downtown are the reason people love coming here and are charmed by the architecture. With this comment, my proposition is that the Historic Preservation Commission, or a new committee with similar values, has a say in what new proposed buildings will look like and ensure the look and feel of development remain congruent with our current architecture.
- The Park County Housing Coalition supports the housing-related recommendations included in the Master Plan Framework and is grateful for the work Crescendo has put into formulating them. Land Use recommendations 13 and 14 focus on infill and adaptive reuse. The Coalition supports this because it can contribute to ensuring the downtown is and remains a "high opportunity neighborhood" likely to promote the health, wellbeing, and economic mobility of our community members. Increasing the diversity of downtown's housing stock by supplying homes that vary in terms of cost, size, accessibility, and amenities and reflect our community's needs (e.g., incomes, household sizes, ages, etc.) will contribute to the vibrancy of downtown and create opportunities for residents at all ages and stages of life.
- A recommendation that is missing is some sort of multi restaurant and safe central plaza area that is a space where people can dine and hang out. It is green, shady, has outdoor dining and multiple restaurants or food trucks. What about the underutilized block of Main St. south of the alley and north of Callender? Perhaps something like the Exchange <https://www.theexchangefortcollins.com>

LU-6 : Adaptive reuse should be fleshed out more, including acknowledging its challenges and potential incentives.

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Could this include recommendations to improve energy efficiency of existing structures qualifying for adaptive reuse?

Has the historic preservation commission been looped into this? What are their thoughts on adaptive reuse of downtown structures?

LU-7: This goal is very broad, although the collaboration with the historical preservation commission is nice, it's so vague it's almost meaningless. Are there more specifics to what these tools and strategies may be within a plan appendix? Is there an opportunity to add on a toolkit for historical preservation in collaboration with the historical preservation commission?

LU-8: Could we encourage new transparent storefronts to use energy efficient windows?

LU-10: It doesn't seem like practical resident services are prioritized on this list, childcare is third on the list.

LU-11: The sidewalks are too narrow in many places for even 2 people to walk side by side and there is not enough space for dining downtown. Suggest parklets, perhaps one each block, as summertime outdoor seating.

LU-12: Needs to define the 'desired mix of uses' for this goal to have a clear outcome.

LU-13: Overall good intention, but would appreciate a more housing-centered goal, with secondary uses like maker spaces, office space, and hospitality only resorted to if housing is absolutely impossible. Residential use does not feel prioritized, fear it may be skipped over in favor of more profitable hospitality uses.

LU-15: Is office space really the best use of these spaces? With more professionals working remotely, does this "demand" exist and is it long-term? Maybe consult the Lincoln School Foundation to explore what the demand looks like in practice.

Seems like potential to explore more flexible, shared office space alternatives for residents and visitors that work remotely

LU-16: I like the idea of mobile bathrooms, so long as effort is made to ensure that these facilities are ADA compliant, energy efficient, and extremely weather proof. Could be very useful in case of emergency, both as immediate shelter and later as hygiene facilities for impacted areas.

Consider adding some extra amenities, such as a shade awning and seating, creating a traveling respite + bathroom wherever there is most need. This could be located further south on the block and serve as another draw from downtown to the

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parks/river and vice versa.

LU-17: Yes.

LU-18: This space is definitely a convergence space in the summer months. Perhaps a covered area that could extend the Farmers Market season like that in Bogart park in Bozeman.

LU-19: Landscaping in active alleys should to the extent possible be drought tolerant, native, if not pollinator friendly or green infrastructure / stormwater capture bioswales. Who is maintaining this?

Some alleys may have opportunities for trees, especially those that are designated for pedestrian travel. The alley just south of Park Street? Especially in the Murray Block that has outdoor dining and a hang out space behind Dan Bailey’s facing the alley.

Ensure lighting from alley activation will cause minimal light pollution/light pollution comparable to surrounding light sources.

LU-20 : Why is the pedestrian bridge only considered in conjecture with passenger rail? We need a separated crossing, but a bridge would likely have to be too high to be utilized. A better idea would be an underpass. In Fort Collins, CO there are several underpasses along the train corridor, and they are utilized more often than the bridge over the railroad tracks.

LU-21: The goal of the parklets is more about increasing outdoor seating, dining, hangouts and gathering spaces in downtown, not just activating underutilized parking areas. Remove the reference to parking. People will worry they are going to lose parking spaces.

LU-22: Needs to be more fleshed out. What are the priorities for the fund? Who would hold this fund? Where would the money come from?

LU-23: There are often conflicting goals and priorities between these two groups. Who leads? Where does the funding go? Who chooses priorities?

The chamber building is disconnected from the downtown and not at all accessible for pedestrians or bicycles. One plays frogger with cars on Park Street to access this location on foot. Crossing at B is also severely lacking. This should be a priority to improve so visitors could park at the chamber, get information, and begin a walking tour from that location.

LU-24: Temporary events like the holiday stroll, art walk, Oktoberfest, Lovington, parades etc. are really the only times I hang out downtown. There are not enough third spaces to hang out.

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Streetscapes & Mobility (pages 30-33)

- Page 31: The plan makes the excellent recommendation to limit curb cuts into the pedestrian environment which I assume means the street scape. This will put more pressure on the alleys to do the work of service and parking access. The recommendation on page 29 for alley activation could be in conflict with this. The plan should state more clearly the roles of streets (pedestrian and alleys (service)).
- PARKING: Periodic re-examination of parking needs, as recommended, is a very good idea. The whole plan intelligently looks far into the future. Let's hope that motor vehicles will become less and less necessary as this whole plan is implemented. That is the likely future of the nation as a whole, and Livingston can provide leadership in this field.

Your recommendation of loosening the current rigid parking quotas for apartments is excellent. If you live downtown, and especially as other modes of transportation besides cars become more readily available, automobile ownership will be less and less necessary for downtown residents.

- SM-12: bicycle parking and other artistic features should reflect the local environment and have an over-arching theme as part of a unified vision and connectivity. The current bike racks are not visually representative of a Yellowstone Gateway community.
- SM-1: Plan could go further in defining and recommending traffic calming measures to give more options.

Traffic calming is a good way to prioritize trees. Trees calm traffic, reduce stress and car accidents, encourage walking and extend the life of pavement.

Opportunity to define other vulnerable community users beyond schools, such high density residential buildings and nonprofits that serve pedestrian communities, such as Counterpoint, Educatio, Big Brothers Big Sisters, HRDC, Senior Center, etc.

Midblock crossing on Park Street between 2nd and 3rd street should also be considered. I see more people crossing the street here midblock than anywhere else in town.

SM-3: Like this concept if you can figure out how to get people there from B Street and 5th Street Crossings. Intersections could also be dangerous because people are not anticipating wrong way bicycle traffic.

SM – 5: Lewis was the recommended bicycle route in the Trails and Active Transportation Plan. The bicycle parking has improved visibility on this intersection. This may be another method to improve crossing sightlines.

SM-6: Lighting should be LED, energy efficient, and night sky compliant.
 No mention or thought towards potential light pollution
 Would there be an effort to match the lights with what is currently in use to maintain a consistent aesthetic/vibe?

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SM – 8: Yellowstone Street might also be a good option to connect downtown to the parks. It's wider than most streets, and has less street parked cars (likely because many of these houses are unoccupied VRBOs sadly). The promenade could connect from the underpass at Main and 5th and funnel pedestrians to the park via the iconic Livingston bridge. Or the promenade could be a big loop that connects 2nd and Yellowstone to the parks and river. 5th could be improved but it feels more vehicular at the moment. I don't choose to walk or ride on 5th St. but always take it with a vehicle.

SM-9: Not just over the rail but also under the rail.

SM-10: Too vague. Could be fleshed out more with community input to create a downtown that reflects resident's attitudes and local character.

SM-13: Good opportunity to incorporate messaging about park stewardship / environmental stewardship / public safety / river safety / area history.

SM-14: Or close McGee Drive to through traffic altogether.
This area is highly underutilized because it has acres and acres of gravel parking.

SM-16: Good idea. Have we ever performed a bicycle and pedestrian safety evaluation? Who would be responsible for conducting this survey? Is it required? Who requires it? It feels like something that would fall on nonprofits? More detail needed.

SM-23: Don't necessarily agree with this recommendation. Angled parking is more dangerous for cyclists unless it is back in.

SM-24: Perhaps limit the number of parklets per block but not necessarily where parking utilization is lower. The loss of one parking space for 1-2 people is a minimal price to pay for the increased capacity for 20-30 people in a downtown restaurant. Consider a location for a lot to increase downtown parking. Like utilizing part of the lot at the Lincoln School?

Overall missed opportunity to incorporate opportunities for local rental bikes for visitors in the summer. Would reduce car dependency and could raise funds. Clearly there's a demand for this sort of transportation if the bird scooters have people riding them around town.

Do these parking studies survey for visibility? Changing parking could reduce visibility in some places and lead to more car accidents. Already some fairly dicey intersections in town.

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Parks & Open Space (pages 34-35)

- Prioritize the enhancement of 2nd Street as a potential expansion of downtown activity. Emphasize this more strongly in the plan. This is more important than alley enhancement.
- Linking downtown to Sacajawea is a great idea, but Sacajawea really needs some love! The chainlink fencing and run down high school sports fields are not very welcoming and can be confusing to visitors - wondering if they are on a school property or in a public park.
- PS – 2: Prioritize connections to the parks, the Yellowstone River, priority bikeways and trails.

PS – 3: Nature play elements that highlight wildlife and also encourage kids to climb, jump, stride, run, hang, dance and parkour on.

PS-4: The parking lot north of Callender and west of Main would be a prime location for this type of pop up park space. How can we incentivize the bank to get rid of that teller and make that block a community space?

PS-5: What would be the incentives?
Is it public? I thought it was owned by a nonprofit? If not, why is the parking restricted to tenants and visitors of the Lincoln School.

PS-6: What is there to ensure a fair and equitable distribution of pocket parks?

PS-8: How would pocket parks provide respite? Ex shade, seating, water, bathrooms, activities, etc.
Would this be a public works assignment?

PS - 9: Thanks for bringing back the 2009 plan back up. Not perfect, but not bad!

PS-11: Trees deserve their own goal, potentially focused on Expanding on Tree Planting Initiatives:
Develop a comprehensive downtown tree planting plan, considering factors such as species selection, soil conditions, and maintenance requirements. Identify funding for upgrades to sidewalks to accept urban trees, fund the planting and maintenance of downtown trees.
Explore opportunities for community involvement in tree planting and care.
Establish a tree inventory and maintenance program to ensure the long-term health of the urban forest.
Trees are assets to any downtown. They provide cooling shade, wildlife habitat, ambiance, beauty, and provide windbreaks (something a town like Livingston very much needs!)
Removable planters and other temporary trees have the potential to be more of a

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liability than a real tree. Many planters are knocked over by the wind here, something as top heavy as a tree is a hazard.

Livingston’s history as a movie setting should not constrain our everyday downtown quality. Modern movie effects can avoid or erase trees from the frame anyway.

PS -13: Trees and shade are going to be critical to keeping the downtown cool and able to be enjoyed at all in the summer months. Priority should be on the north/south streets with western facing store fronts, where I’ve seen temperatures at 113 degrees. While southern portions of downtown and east/west streets may be more publicly palatable, I don’t think we can delay any longer. Trees will take 20 years or more to begin to provide shade. Small trees in pots would likely blow over.

PS-14: Potential to incorporate functionality into art, potential for shade-making, or art that incorporates nature, educational art, and things for kids to play on? Potential to incorporate shade structures that are also solar panels?

PS-15: Prioritize Native Plant Species:
Use native plants in landscaping whenever possible to support local biodiversity and reduce the need for irrigation.
Create demonstration gardens showcasing native plants and their benefits.
Incorporate Green Roofs and Walls:
Explore suitable locations for green roofs on public buildings or parking structures. Consider green walls as vertical landscaping elements to enhance biodiversity and improve air quality.
Encourage maintenance of current trees and native vegetation.
Designate someone to water young trees in the first 2-3 years, or consider asking businesses to adopt trees in order for them to receive proper care and reduce mortality in the early stages.
Potential for a person to perform surveys around town of where stormwater currently build up into puddles for most effective / impactful placement of bioswales
Enhance Stormwater Management:
Implement rain gardens, bioswales, and permeable pavements to capture and filter stormwater runoff.
Educate the public about the importance of stormwater management and how they can contribute.
If population growth continues, Livingston will need to develop a stormwater management plan and system. This should be accompanied by a public education campaign.

PS-17: Doesn’t include any strategies, indicators or metrics. Needs to be fleshed out, preferably with local environmental input, such as from Montana Freshwater Partners.

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PS-18: Needs more detail. How will they put in effort to understand the impact of habitat and species? Provide examples?

PS-19:
Who would carry this out? Would there be increased capacity for public works?

Other Natural Environment Comments:
Create Wildlife/Pollinator Habitats and movement corridors:
Designate specific areas within parks as wildlife corridors or refuges
Provide nesting boxes, bee hotels, and other features to attract pollinators and beneficial insects.
Incorporate public education initiatives
Promote Sustainable Recreation:
Offer opportunities for outdoor education and environmental stewardship programs.
Prioritize the use of bicycles and walking for downtown and park access.

Arts & Culture (pages 36-37)

- Excellent Suggestions
- Integrating Green Solutions, Indigenous Voices, and Economic Vitality into Public Art and Storytelling

By incorporating these elements, Livingston can create a downtown that is not only visually appealing but also ecologically sound and culturally rich. It will attract visitors, support local businesses, and honor the area's Indigenous heritage.

AC-1: Incorporate natural elements: Use native plants, water features, and natural materials in public art installations to integrate the downtown with the surrounding natural landscape.

Indigenous storytelling: Collaborate with local Indigenous communities to develop public art that reflects their connection to the land and water.

Educational signage: Include information about local ecology and Indigenous land stewardship on interpretive signage.

Yellowstone is not the “City’s National Park” Maybe a typo?E Livingston is the original gateway to the world’s first national park. Could visually connect spaces within downtown to Yellowstone National Park, Yellowstone River, Absaroka Beartooth Wilderness, Gallatins, Crazy Mountains, the site of the first cross country road (Yellowstone Trail), Yellowstone Heritage Trail, Anzick site, where Chief Plenty Coups had his vision...

AC-2: Nature-based experiences: Create outdoor spaces with natural elements, such as seating areas with native plants or water features.

Indigenous-inspired design: Incorporate Indigenous design elements into public

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spaces and amenities to create a unique and authentic experience.

Audio tours: Include stories about the area's ecology and Indigenous history in walking audio tours.

AC-3: Nature-themed sculptures: Commission sculptures that represent the local flora and fauna.

Indigenous art integration: Include Indigenous artists in the selection and creation of sculptures.

Educational components: Provide information about the ecological significance of the sculptures.

AC-4: Nature-inspired murals: Create murals that depict the natural beauty of the area.

Indigenous art collaboration: Partner with Indigenous artists to create murals that tell stories of the land.

Community engagement: Involve local residents, including Indigenous communities, in the mural design process.

AC-5: Gateway gardens: Create welcoming gateway areas with native plants and public art.

Indigenous land acknowledgment: Include land acknowledgment signage at key entry points.

Interactive elements: Incorporate interactive elements into public art installations to engage visitors and locals.

AC-6: Eco-friendly practices: Encourage artists to use sustainable materials and practices.

Indigenous artist showcase: Dedicate a portion of the Artwalk to showcasing Indigenous art and culture.

Educational components: Offer workshops or talks on Indigenous art and environmental topics.

AC-8: Ensure short-term activation doesn't degrade the environment.

Just how low would the barriers be? What are the risks for having them too low?

AC-10: Would be worth looking into expanding the use of Happy Trashcan,

potentially encourage partnership with the city, if there isn't one already

Underutilized bank parking lots are great opportunities for weekend or evening food truck areas.

AC-13: A possible event could include bike to town that encourages people to bike downtown and shop in local businesses.

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Additional Considerations

Sustainability: Use sustainable materials and practices in the creation and maintenance of public art installations.

Economic Development & Housing (pages 38-40)

- page 39: The appropriate use of URA TIF funds can be a powerful tool in implementing this plan. The funds however are limited for major investment. Consider subsidies which fund the enhancement of affordability rather than construction. i.e How much could a subsidy improve a pro forma to lower rents or sales prices. Prioritize public amenity funding as delivering more bang for the buck.
- HOUSING: Increasing residential density in the downtown area is critical to the future vibrancy of the city and to the success of this whole plan.
- Really appreciate the push to attract business that provide everyday goods for residents - ex. a General Store downtown! Will there be a program to help locals start small businesses?
- The Coalition wholeheartedly supports all of the plan's housing recommendations (1-4). The recommendation to focus on attracting long-term rental housing development is appropriate, given that downtown Livingston is already a reservoir for rental homes in Park County, that rental homes can be made affordable to households of varying incomes, and that rental housing may be a more financially feasible type of development in downtown. A focus on housing that is affordable to Livingston's workers is necessary and the Coalition is heartened to see the plan's recommendation of "regulatory and financial support and incentives for the development of housing that is oriented towards renter households earning less than 80% of AMI and owner households earning less than 120% of AMI." This is something the Coalition recommended for during the development of the PUD Ordinance. Having different AMI thresholds for renters and owners ensures that incentives are efficiently allocated (i.e., not subsidizing market-rate homes). Although this is not specified in the plan, the Coalition recommends that any future incentives are made available both for single-use residential structures and mixed-use structures; mixed-use development continues to present financing challenges and could greatly benefit from incentives. These incentives could have a powerful impact, especially when paired with the plan's recommendation to support housing development on publicly-owned land. Lastly, the plan's recommendation on adaptive reuse recognizes that our historic built environment can be reinvigorated and reimagined to reflect the current and anticipated housing needs of our community. The Coalition would add that downtown's existing housing can also benefit from investment, so that it can remain healthy and affordable for years to come. Investment in these homes could be part of a housing preservation strategy. One example of existing housing in downtown that could potentially benefit from investment is the Park County Senior Center, which manages 26 homes in an historic building that are unsubsidized but are still currently offered below market rate.

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- By integrating these green solutions and ecological practices into the development section, Livingston can create a more enjoyable, resilient, and attractive downtown area and be better prepared for the effects of climate change.

ED-1: Opportunity to survey residents for which amenities they would like to see?

ED-2: Green infrastructure: Incorporate green roofs, living walls, and bioretention areas into new developments to improve air quality, reduce stormwater runoff, and create habitat.

Sustainable materials: Encourage the use of sustainable materials in construction and renovation projects, such as recycled materials, low-VOC paints, and energy-efficient building components.

Outdoor amenities: Prioritize pedestrian and bicycle-friendly design, including wider sidewalks, bike lanes, and ample bike parking— using these areas as eco-education opportunities.

ED-3: Energy efficiency: Encourage new buildings and renovated spaces to meet or exceed energy efficiency standards.

Green building certifications: Encourage developers to pursue green building certifications like LEED or ENERGY STAR.

Incorporate education and potential grant pursuit strategies.

Consider deconstruction ordinances to disincentivize teardowns

ED-4: Green grants: Offer incentives for building owners to implement green upgrades, such as energy audits, solar panel installations, or high-efficiency HVAC systems.

Façade improvement programs: Include green elements in façade improvement guidelines, such as energy-efficient windows, sustainable materials, and green roofs/vertical gardens.

H-1: Green building standards: Establish green building standards for new residential construction, including energy efficiency, water conservation (, and indoor air quality requirements.

Sustainable site design: Prioritize site design that minimizes environmental impact, such as preserving natural features, reducing impervious surfaces, and incorporating native landscaping.

H-2: Affordable sustainable housing: Develop programs to support the creation of affordable housing that incorporates green features and energy efficiency.

Green rental units: Encourage landlords to invest in energy-efficient upgrades for rental properties.

H-3: Ecological planning: Conduct ecological assessments of publicly owned sites to

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identify opportunities for habitat restoration and preservation.
Sustainable development: Incorporate green infrastructure and sustainable design principles into the redevelopment of public land.

H-4: Preservation of historic green features: Identify and preserve any existing green features in historic buildings, such as original landscaping or energy-efficient design elements.

Green retrofits: Provide incentives for property owners to invest in green retrofits for existing buildings.

General Feedback

- URA should partner with PCEC / LLT (Livingston Loves Trees) to begin adding trees in the URA were possible. Starting at Clark street and going down to the park on 2nd street is a prime opportunity.
- This is a very welcome document which can be a framework for strengthening the downtown in future. Hopefully the city will recognize Downtown as a priority and aggressively begin implementation. Great job!!!!!!
- This plan is superb! Far beyond expectations!
- Really great work! Thank you so much!
- It was a little confusing that the vision categories are different from the 5 framework recommendations. It makes more sense to me if the big picture vision/ideas are the main themes and the recommendations are categorized under each goal.

Parks and open space feels like it’s separate from the hard built environment of downtown. Perhaps instead consider Nature Based Solutions and Greening Downtown?

Arts, Culture, but also AND History/Heritage

The placement of local economic well being, quality of life and housing makes it look like a foundation to all other categories.

Ch. 3 - Implementation Action Plan (pages 41-62)

Regulatory Tools (pages 41-43)

- page 42: I would strongly endorse the form-based zoning which goes beyond traditional zoning development standards for the downtown historic district. These could help preserve the delicate urban texture of this community asset.
- Changing the zoning on Parks Street from Highway Commercial to CBD/R-II zoning is a creative first step to solving the pedestrian issues. How would re-zoning affect Park Street as a State Highway?

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A traffic noise ordinance for jake brakes and excessive truck noise on Park Street could also be a "quick win" for both pedestrian comfort and the success of the Park Street businesses. (It is hard to enjoy dining at the Murray, Fainting Goat, or Perk on Park with the frequent truck noise.)

- Highway commercial rezoning: an excellent idea.

Design standards and guidelines: a touchy idea but a good one. Taste in matters like this is highly subjective. Reaching consensus can be a difficult process. But broad guidelines such as "no gigantic signage" may be possible. But what about "no modernist buildings"? I'm not sure that would be a good idea. Should downtown Livingston look like a Disney replica of its 19th-century self? I don't think so. But its essential character should remain. That is not an easy goal.

- I would definitely support the expansion of the Historic Preservation Commission's guidance and influence over the look and feel of downtown. I imagine this would apply to architectural changes, but could also apply to other aesthetic additions, such as new wayfinding signage or the ideas like "pocket parks," which will change the aesthetics of downtown. Many of the ideas outlined in the plan are great ideas for any small town, but having the input of people who can visually tailor these ideas to our town's distinct style will keep Livingston unique.

Priority Infill / Redevelopment Sites (pages 44-45)

- page 44: I am surprised to see the American Bank parking lot on Main and Opportunity bank lot on B not on this list. The American lot especially is a major break in the urban continuity and large enough to do something transformative.
- While affordable housing is one of our community's greatest needs, I do not agree that "The greatest need in the downtown is housing". Efforts to create downtown housing in Bozeman have created high end investment properties but not affordable housing. Having that housing downtown is probably less important than within a walkable/bikeable distance to downtown and area schools/groceries/necessities. If there were more third spaces for community gathering in downtown, that would contribute more to the vibrancy of downtown.

Housing Development (pages 46-47)

- page 47: It is disconcerting that the economics of housing development are so tough. It seems workforce housing needs some subsidy to be feasible. I know from experience that luxury housing is profitable but this is not the city's priority. The URA could help but needs to be careful that any subsidy adds to affordability not just construction cost.
- All three prototypes look good to me. Maintaining intimacy with the street is critical, and these designs do that.

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Streetscape Improvements - 2nd Street Promenade (pages 48-51)

- page 48: This enhancement of 2nd Street is a key opportunity to expand downtown activity. This is an important recommendation.
- Very supportive of this concept. Safe connectivity to it and at intersections could use more detail.
- Don't let naysayers get in the way of getting things like this done!

Streetscape Improvements - Festival / Greenway Street (pages 52-53)

- page 52: While this would be positive it has a lower priority than enhancement of Park Street and 2nd Street.
- The mapped Greenway Street seems too close to Sacagawea Park and the Bandshell, while too far away from the CBD. I can't imagine an event that would choose that area rather than just going a block further to the bandshell, or the northern blocks of Main Street/2nd Street where they could partner with restaurants/bars. This area would benefit from "activation" but I'm not sure the Festival Street is the solution.
- Street trees and shade are absolutely needed on the northern portion of Main Street to maintain the viability of downtown with our changing climate.

Perhaps trees that do not grow as tall could be added.

Movies that require that period piece downtown look could use CGI to remove the trees.

Those concerned about the historic look are likely a vocal minority, and by the time the trees are tall enough to block views most of us will be dead anyway. I think future generations will appreciate the shade.

Streetscape Improvements - Park Street Improvements (pages 54-55)

- page 54: The stabilization of Park Street is a top priority. The study rightly points out that the entire Park Street corridor is inappropriately zoned as Highway Commercial and should be the subject of a further fine grained study to determine appropriate land use and character.
- Pedestrian improvements on Park Street are integral to connecting the northside, and fully utilizing the businesses on Park Street. Where are the proposed RRFB's at Main and Park? I thought these were supposed to be in place during early-summer 2024. Perhaps this is an indication of the need to edit the timelines for the other initiatives/actions to be more realistic?
- Very supportive of these improvements

Wayfinding & Gateways (pages 56-57)

- Good Suggestions

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- I had a hard time understanding the wayfinding and destination pairings map. Perhaps a little more explanation, or an example of "a sign at a purple star would list these destinations."
- Wayfinding signage should be beautiful, visually appealing and consistent. Perhaps we use the existing posts with nonprofit banners instead of adding more visual clutter.

Map has many colors and repeating features within each color. Perhaps simplify?

Parking Management (pages 58-59)

- page 58: A rigorous look at downtown parking is one of the most important outcomes of this study. People have become spoiled by strip commercial parking access which carries a catastrophic cost in urban character. The study hopefully calms this. We could use some more guidance on parking requirements for any future development.
- I appreciate that you folks are very conservative on parking needs. Too many downtowns have been ruined for the sake of more parking.
- Incentivizing and providing adequate parking for bicycles, pedestrian infrastructure, public transit and ADA accessible facilities might also encourage people to take alternative forms of transportation downtown. Bike parking can be limited on the northernmost blocks of Main and 2nd Streets south of Park.

Parking time restriction recommendations could be good, but also could cause a lot more people to have to drive several times around a block to find the right timing and availability.

General Feedback

- I think IMO, the plan needs an additional separate "report", that is solely pictures, maps, graphics and suggested / proposed projects. It should be a picture book, that is all visual, and shows what are possible projects and infill development for the downtown. It can reference the plan, pages and public comment areas as "supporting public input". But it should have very little wording, be almost ALL visual graphics and photos. Why?

The average local is not going to wade through this plan to find cool stuff to do.

This separate visual "picture book" – needs to show them. Do this for infill development, it looks like this. Do this for streetscapes, it looks like this. Do this for pedestrians, it looks like this. Do this for store fronts..... etc. This will get looked at and create a lot of discussion. The plan is just supporting public comment and data collection. The picture book needs to show people what is possible, and in very few words, the impact that project has, and reference the public comments that support the idea.

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You have good ideas in the plan. But a picture book will get looked at by nearly everyone, so make that chapter into a picture book.

- Important and excellent document. Hopefully the city will begin aggressive implementation
- The Implementation Framework looks really helpful. The other "To Be Updated" sections are also really important. When will a version with this important information be available to the public?

All-in-all this is a really great document! The next step is to make sure it is framed as a conversation starter, rather than an edict. Good job so far in inviting public feedback.

- Again, brilliantly done. Congratulations!
- Thanks so much to everyone who has put work into this planning so far, it has clearly been done very thoughtfully. I have one other note that I'm not sure where to place: Initiatives for local entrepreneurship. (With apologies if some form of what I'm about to describe already exists...) I would love to see a program that offers support and, when possible, funding or other financial incentives for local would-be business owners, paired with business concepts that are priority for the community. I.e., A program that will fast-track the opening of a general store or another supply store like Sax and Fryer. There has been so much generational turnover with businesses recently, and it feels as though we have already missed some big opportunities for beloved businesses to be handed over to a new generation. I believe that if we're inventive with the approach here, hardworking people who know the town deeply will be able to have a stake in the businesses here and Livingston will be able to grow in a way that feels organic and meaningful.
- More detail needed on getting pedestrians/cyclists safely from 5th and 2nd Street across the railroad tracks, then across Park Street, then onto the 2nd street promenade. A child on N Main Street, how would he get to the promenade? Cross on Main and then ride to 2nd via the alley?

II. Feedback Received via "Contact Us" Form on Webpage

- I am having difficulty finding any mention to any construction of an over / under pass to eliminate the traffic and safety issue of increased rail car traffic.
- I have reviewed the master plan and my takeaway is this; the use of the same "buzz" words that have been used for years. ALL of the ideas are great and wonderful but, until you pursue, with all of your might, new industry, none of the enclosed matters. NOTHING in this plan promotes JOB GROWTH, which then allows the need for all of the rest. WHO are you targeting? Existing residents that already have their piece of the neighborhood pie, or the folks that are moving from Bozeman or seasonal residents that have that extra change in their pockets. NOTHING will change until you grow your community of PEOPLE. The support

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staff to all the rest so to speak. Livingston is perfectly poised to support light industry, fulfillment centers etc. due to the I-90 and rail service that rolls through Livingston. Printing for Less is the ONLY industry calling Livingston home and how long ago was that? No one with families will continue to relocate here until the school system is drastically improved and their are THINGS FOR PEOPLE TO do besides hike and fish. YEAR around facilities are needed. More DIVERSE shopping, but that will not keep folks from going over the hill. LIVINGSTON residents are fickle fellas. THIS master plan seems to have one focal direction and it does not seem to be directed to or for the "good of the whole". I have always said that "Livingston is quick to circle the wagons and shoot each other". NO ONE seems to be able to make any kind of decisions. Just look at the under/over/no pass study that had money on the table and it could never be brought to fruition. I do not like responding this way, but I have now seen too many of these "plans" that time and money is spent but never any action. Like the TOM MINER Bridge. Is the county waiting for the 2nd coming to finish it? NO work was done in July and no efforts from the county to maintain the Trail road. The dust is INSANE. It is so discouraging to wait for summer and then not be able to open your windows or work in your yard because of the dust pollution. Thank you.

III. *Feedback Received via “Bullets for the LDBOBA board input into the Master Plan” Document from LDBOBA*

LDBOBA Board with suggestions for the *Draft Livingston Downtown Master Plan*

“PROMOTION AND POPULATION OF THE LIVINGSTON DOWNTOWN”

Attached is a transcription of an informal discussion at the Livingston Downtown Building Owners and Business Association at the end of their meeting on August 5, 2024 that they would like to submit as a board of directors to the Draft Livingston Downtown Master Plan.” Below, for the sake of brevity, are the bullets from that discussion

First, we would like to say that we like the plan, generally. It is a good effort and there is a lot of stuff in there that we would like to see done. Kudos.

#1 - The city rewrites the introduction to Livingston is a vital community, not just an old railroad town giving credit for its background in art, fishing, coffee shops, bookstores, etc. It could say that Livingston is hub for outdoor activities: hunting, biking, etc.

#2 – That housing be given a separate study. The housing study should acknowledge that large-scale housing projects are marginally economical.

#3 – Park Street should be its own issue.

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#4 – The “Livingston Downtown Master Plan”, should include **promotion and population** of the downtown as its first priority and theme throughout the plan. The city should have done a feasibility of visitors’ service like VRBO’s and boutique hotels (including the hotels that were built at the turn of the century when we were the original rail entrance to Yellowstone, the first hotel in the world.) It needs to do it now a part of the final “Livingston Master Plan.”

#5 – In terms of infill projects, the American Bank and Opportunity Bank parking lots should be addresses. This is major.

#6 – Form Based Zoning should be in the historic district.

IV. *Feedback Received via Emails and Phone Calls*

- One puzzle’ is there a reason the American bank parking lot on Main and the Opportunity Bank lot on B were not included in the potential infill projects? Seems curious to me.
- Overall, we're really pleased. Thank you for the opportunity to provide feedback!
- What about a futsal/soccer and basketball mini-pitch?
- I’m involved in Steamboat, and affordable housing is a big deal. The mentality these days with housing is we need it, we need it, we need it. In Livingston, everyone seems to want to take it over with Affordable Housing.
There’s a few places in your report where you talk about lodging, but could you throw us some more crumbs?
Livingston needs some mixture of foreigner and old, and new . . . rich and poor.
I’m all for the Affordable Housing . . . and the housing for contractors, too . . . it just would be better outside the Study Area (within a mile).
We’re tired of Bozeman, and the Bozeman people want to have Livingston be for their homeless people.
- Thank you for sending out this information! Today was the first time I reviewed the plan in depth, and I noticed a significant error on the maps. Unfortunately, the aerial maps label the Park County Fairgrounds as the “Livingston Roundup.” While the Livingston Roundup is an important partner organization of the Park County Fairgrounds, they are only one user group out of hundreds that utilize our public community gathering space.
- I would love to see a "third space" where people (both adults and kids) can hang out without spending a ton of money. I think it would help build intergenerational community:)
And affordable housing is a huge one.
- No more parking spots on Main Street. Just tables and chairs... and a stage.
- Continuing to develop Livingston as an art and cultural hub for the area is important for healthy growth. Maintaining Montana’s culture while growing in a sustainable way through affordable housing, is another avenue for long term community health. It would also be great to see Livingston not end up like other vacation destinations. In a lot of beautiful little towns that rely heavily on tourism, as soon as you get out of the downtown area you are

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inundated with abandoned storefronts. I'm sure the community could figure out a way to utilize those buildings in a way that projected that sought after aesthetic that the central downtown offers.

- More downtown parking, and eliminating parking ticket program. Parking solutions for business owners and employees.
- 1) Public restrooms. In Livingston there is no business besides a bar or restaurant or driving your family to Town Pump to use the facilities. 2) More trash cans with ashtrays, and dog poop bags. 3) Maybe instead of transforming the sidewalks and adding more landscaping, a parking garage would be ideal for local businesses, art walk, Christmas strolls, and events at The Attic, 1900, and Campione. 4) put a cap on how many art galleries there can be, like liquor licenses.

GENERAL PLAN COMMENTS from Montana Dept. of Transportation (MDT):

The improvements discussed throughout this plan will require permitting from MDT when in MDT R/W. In particular anything along Park St will need to be permitted by MDT. Park St is part of the detour route when I-90 is closed. This needs to be discussed in this plan and projects on Park St will need to accommodate this use of Park St.

The City-wide City Maintained MOA, covers the Urban routes of this study. Many of the improvements considered in this plan will require MDT Transportation Commission action per the terms of the MOA.

Follow federal guidance and coordinate with MDT on state routes and routes using federal funds to confirm improvements can be installed, including wayfinding. Must be consistent with MUTCD.

Tree planting may be constrained by parking and R/W.

Intersection studies will be needed prior to altering traffic control at intersections.

Ensure turning movements are not negatively impacted for deliveries and emergency vehicles.

Be aware the addition of bulb outs can make maintenance (snow removal) more difficult and costly.

Pedestrian studies will be needed prior to pedestrian improvements being installed.

Ensure improvements meet ADA standards

Ped- Scaled lighting will require coordination with MDT on B and Geysler Streets. Lighting should likely accommodate both pedestrian and motor vehicles.

Connectivity improvements at 5th and/or 8th St may require coordination with and R/W acquisition from BNSF. B St, Geysler and Front St intersection ped improvements may require R/W acquisition.

2nd St Promenade- Make sure improvements do not negatively affect turning movements or size restrictions for business deliveries, there is adequate space, and review the MUTCD and other federal guidance. The recommended width is 10' for a shared use path in areas of low pedestrian/bicycle traffic not including a buffer. However 8' is acceptable in constrained locations. FHWA guidance recommends at least 12' for a two way separated bike lane with a 3' shoulder when using flexible delineation. Crossings and bike lanes should adhere to MUTCD. Road Murals do not adhere to the MUTCD. MDT recommends 10' for parallel parking. The average car width is about 6' with mirrors folded and the average pickup width is about 7' with the mirrors folded. Current parking design will cause trucks to encroach on the travel lane and/or sidewalk. Combining promenade surface with the side walk would allow for greater flexibility.

Festival/ Greenway Street- Coordinate with MDT

Park St Improvements- Coordinate with MDT to ensure turning movements are not negatively impacted. Turning movements are already restrictive at points along Park Street. Pedestrian study will need to be conducted prior to improvements. High visibility crosswalks can be considered but will need to be MUTCD compliant.

From: [Grant Gager](#)
To: [The Frame Garden](#)
Cc: [Andrew Rutz](#); [Jennifer Severson](#)
Subject: RE: Master Plan Commenting/approval process
Date: Friday, August 16, 2024 3:00:36 PM

Hi Laura,

You are welcome to send your comments to me, if you'd like.

I've also cc'd the lead consultant and our planning director if you'd like to have them hear your comments directly.

Thank you!
Grant

From: The Frame Garden [mailto:theframegarden@gmail.com]
Sent: Friday, August 16, 2024 11:03 AM
To: Grant Gager <ggager@livingstonmontana.org>
Subject: Re: Master Plan Commenting/approval process

I will certainly watch that. Thank you for the heads up. The opportunity to ask questions in real time seems important as well. Since I've missed that as I had other commitments who is the best person to email with questions?

Laura

The Frame Garden
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(406)222-5122
theframegarden@gmail.com
www.theframegarden.com

On Fri, Aug 16, 2024 at 10:32 AM Grant Gager <ggager@livingstonmontana.org> wrote:

Hi,

I do hope that you will be able to [watch](#) the presentation from this week's land use board meeting, it is a pretty comprehensive review of the plan.

Thanks,
Grant

From: The Frame Garden [mailto:theframegarden@gmail.com]
Sent: Friday, August 16, 2024 10:29 AM

To: Grant Gager <ggager@livingstonmontana.org>

Subject: Re: Master Plan Commenting/approval process

Part of this might be some confusion on my part and perhaps not the best communication on the cities part. I do try to follow the city in the paper and online but don't always catch something. From what I read and retained there was rushed "unvailing" of sorts at a meeting with the commissioners in July, a few days after receiving it, then there was information asking people to comment on it by Aug. 7th (at which point no one I know had had a chance to do more than skim it, if that) then a meeting of the planning board this week at which those comments and the plan were to be discussed and recommendations given to the commission. I have not seen any specific info about the process of reviewing and accepting it, it would seem that a couple of meetings set specifically for presenting it to the public and taking comment on it should be done, perhaps specific one for stakeholders. Having the presentation of it only at a regular commission meeting is a bit off putting for many people as they don't want to sit through a meeting about other things and don't know when on the agenda it is, it is also a difficult time slot for people like restaurant owners who are big stakeholders (evening timing, or early morning time, is when other business owners can make it). Also, given the process of coming up with the plan, the many opportunities for input, and the importance of the plan, it seems like it deserves a meeting or two for just it.

When I was mentioning the "well done" I was referring to the many meetings and solicitations for input. (Other than the over simplified surveys that strayed away from eliciting some of the meaningful comments. It seems to be a trend with such things.) I have heard mixed comments from stakeholders who have skimmed it. I haven't had time to dig in and decide if I think the plan itself is well done.

Prepare for a rant next week about my leaking basement that the city caused with the sidewalks and hasn't been able to fix. I also have some comments and requests regarding parking to jump into.

Thank you for your response.

Laura

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On Fri, Aug 16, 2024 at 9:15 AM Grant Gager <ggager@livingstonmontana.org> wrote:

Good Morning Laura,

Thank you for your message, I appreciate hearing from you.

I do regret that you feel as though this process has been rushed. While the draft will be presented to the City Commission on 9/3, there is no rush to adopt it from my standpoint. If it takes additional time to ensure that the plan reflects community needs than I am happy to schedule additional meetings. That said, most initial reactions appear to match your comments about it being "well done."

I do hope that you will be able to [watch](#) the presentation from this week's land use board meeting. A similar presentation will be given to the Commission on September 3. As I said, the iterative process may continue past then if items of concern are identified.

Again, thank you,
Grant

From: The Frame Garden [mailto:theframegarden@gmail.com]
Sent: Wednesday, August 14, 2024 4:57 PM
To: City Commission <citycommission@livingstonmontana.org>; Grant Gager <ggager@livingstonmontana.org>
Subject: Master Plan Commenting/approval process

Dear Commissioners and City Manager,

I would like to lodge a complaint about the rushed comment and approval process for the draft plan of the master plan. The draft was first brought up at a commission meeting mid-July after it was announced only a very few days before the meeting, too short of a time window for many of us to be able to arrange schedules to attend. Basically a last minute notification of its "unveiling". It is now, I would guess about 4 weeks later, and written comments were to have been made by now. The process to get to this was many many months long, with many meetings and opportunities to comment. It was well done. But now, when it gets down to the important consideration, comment, tweak, and adoption part, the process is being rushed. It is also the time of year when the largest stakeholders, the downtown businesses, are super super busy, for many it is in the middle of the make or break 2- 3 months of the year. And this is when you ask us to find time, within a relatively short window of time, and without multiple presentations of the draft plan so people can find one that works (at least that I'm aware of but the communication on this part of the process has not been as good as the earlier parts of the process from what I can tell), to carefully read, thoughtfully consider, ask any necessary questions, and comment on the plan prior to tonight's meeting. I find this very frustrating and ill planned. I hope you have more meetings to give input and tweak things prior to approving and working towards implementation.

Laura Bray
Extremely busy business owner with 26 years of owning a downtown business.

The Frame Garden
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Downtown Livingston BID Feedback

Kudos on a robust, creative, and adaptable plan with clear ideas and based on community feedback. Dispersal and flow to encourage patrons to go further than the Park/Main block hubs is especially creative and welcome. Downtown LBID and Explore Livingston (within missions and regulations) is willing to oversee some implementation and funding but encourages an implementation timeline, starting with actions that the City/Commission can do (i.e. parking and zoning updates) followed by timeline goals for bigger projects. We applaud all who have worked so hard on this plan.

Questions/Issues:

- **What will be the ongoing process of prioritizing and funding the implementation? Who is overseeing this, what do the partnership, decision, overseeing project funding formats look like?**
- Alley activation; need detailed feedback from businesses on delivery/commercial traffic in alleys to determine which alleys are safe for pedestrian use.
- Parklets; at recent Downtown District discussions of parklets, no restaurants had the staffing to serve outdoors or the appetite to lose parking spots to temporary serving areas in a parklet. **Best way to educate restauranters and bars about sidewalk seating and parklet regulations?**
- Note: last year's proposal for Livingston second EV charger was near the Lincoln School building on B street, near dining, shopping, and a gas station. Queried Michael DeChellis for an update.
- **What is the plan for URA funding implementation of various parts of plan?**

Implementation Priorities via Commission/City Action:

- Feedback from Main Street business patrons; 2 hour parking enforcement and tickets has led to people looking for beauty salons, masseuses, tattoo parlors etc. outside of Downtown. Could some of the 3 hour parking be near those type of longer-appointment service businesses? Businesses that carry heavier items (hardware, art, furniture, home goods) need parking turnover so there are open spaces for buyers to load purchases so the shortest parking times could be adjacent to this type of goods vs. longer parking for services. (General guide, knowing businesses change/move.)
- Public parking signage, development of wider range of parking time zones (as detailed on page 56).
- Identify and publicize employee/resident parking options expanded from outside of immediate downtown.
- Wayfinding signage could be our early win- Department of Commerce, TBID, Explore Livingston funding partners
- Require active use of ground floor Downtown buildings (i.e. businesses that are open to the public a majority of business hours) and use zoning regs to address abandoned projects/blight. Zoning update?
- Update and enforce Downtown Street closure permit process consistently. Until the Festival Greenway is created, is Callender from B to 2nd the interim priority area?
- Bike use – permanent “no bikes on sidewalk or/walk your bike” signage (an increasing safety issue), continue use of seasonal bike corrals, development of Bike Boulevard and Priority Bike Connection Corridor with signage – LBID, Explore Livingston, Livingston Bike Club, Park County Environmental Council possible partners.
- Publicize URA's funding for upstairs housing development infill.
- City Zoning Code update to include Downtown Plan priorities.

Implementation requiring funding:

- Public Bathroom, Albemarle or?
- Pedestrian safety – add bulb-outs, mid-block crossing, and more Park Street crossing, Livingston themed street crossing graphics (bright colors, rail road look, or?)
- Additional need: QR code/weblink to all downtown business listing director (LBID has) + QR code/weblink to all events (Explore Livingston maintains updated calendar and LBID maintains Downtown business listings) small signs added to Downtown parking meters or? **Explore Livingston could fund.**
- 2nd Street Promenade, expand public art and murals on 2nd. 2nd Street, could include lights crossing 2nd between Lewis and Clark from 2nd story buildings, Historic Preservation Committee a key partner.
- Annual public art project/s, coordinate with PCCF new Arts Council. Create maps and historic audio tours.
- Pocket Park/event space – American Bank? Eventual Greenway on Clark Block with trees.
- Coordinate food trucks and events at the “Feed Lot” on Park, oversight when Dreamboat Market moves?
- Affordable workforce housing infill near Downtown.

NOTE: comments received 8/26/24