



# Livingston City Commission Agenda

December 21, 2021

5:30 PM

Via Zoom

<https://us02web.zoom.us/j/83882457920?pwd=OHp4QVROVE5LbGsvRDlmWkZvQk9Gdz09>  
Meeting ID: 838 8245 7920 **Passcode: 889052** Call In: (669) 900-6933

- 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. APPROVE MINUTES FROM DECEMBER 7, 2021 REGULAR MEETING. Pg.**
- B. RATIFY CLAIMS PAID 11/20/2021-12/09/2021. Pg.**
- C. ACCEPTING PARKS AND TRAILS RECOMMENDATION TO APPOINT TIM STEVENS TO BOARD TO SERVE A FOUR 4-YEAR TERM. Pg.**
- D. APPROVE PAMELA SCHAFERS APPLICATION TO SERVE THE CITY CONSERVATION BOARD TO SERVE A TWO 2-YEAR TERM. Pg.**

5. Proclamations

6. Scheduled Public Comment

7. Public Hearings

- A. PUBLIC HEARING:**  
**ORDINANCE NO. 3025: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE II, IV, AND V, CHAPTER 30 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED ZONING, AS IT PERTAINS TO MANUFACTURING AND USE TABLE AMENDMENTS. Pg.**
- B. PUBLIC HEARING:**  
**ORDINANCE NO. 3026: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 7 – POLICE DEPARTMENT, ARTICLE IV - DISPATCH SERVICES, AS ENACTED BY ORDINANCE NO. 1808 REGULATING THE FEES FOR FALSE ALARMS. Pg.**

8. Ordinances

9. Resolutions

- A. RESOLUTION NO. 5009: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE**

**BARGAINING AGREEMENT WITH AFSCME LOCAL 2711A FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2027. Pg.**

**B. RESOLUTION NO. 5010: A RESOLUTION OF INTENTION OF THE CITY OF LIVINGSTON, MONTANA, TO ANNEX CERTAIN LAND ON PETITION BY KRISTOPHER LAHREN. Pg.**

**C. RESOLUTION NO. 5011: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO APPLY FOR THE COMPETITIVE GRANT PROGRAM OF THE AMERICAN RESCUE PLAN ACT (ROUND 2) AND AUTHORIZATION TO COMMIT REQUIRED MATCHING FUNDS VIA CREATION OF A SPECIAL IMPROVEMENT DISTRICT FOR THE AMERICAN RESCUE PLAN ACT COMPETITIVE GRANT PROGRAM ROUND 2. Pg.**

10. Action Items

11. City Manager Comment

12. City Commission Comments

13. Adjournment

**Calendar of Events**

**Supplemental Material**

**⋮ City Hall Open House**

**⋮ REGULAR MEETING NOTICE**

**Notice**

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

**File Attachments for Item:**

**A. APPROVE MINUTES FROM DECEMBER 7, 2021 REGULAR MEETING.**



# Livingston City Commission Minutes

December 07, 2021

5:30 PM

Via Zoom

<https://us02web.zoom.us/j/87441443463?pwd=Y1BTR2ZlQkdVmpyQ0MyQ09nV0xMUT09>

**Meeting ID: 874 4144 3463 Passcode: 738863** Call in: (669) 900-6833

## 1. Call to Order

2. Roll Call: In attendance: Chair Hoglund; Vice-Chair Schwarz; Commissioner Friedman; Commissioner Mabie; Commissioner Nootz. Staff in attendance: City Manager Michael Kardoes, City Attorney Courtney Lawellin; Deputy Planning Director Mathieu Menard; City Clerk Faith Kinnick excused.

## 3. Public Comment (00:02:08)

- Shawn Hill made public comment

## 4. Consent Items (00:06:49)

**A. APPROVE MINUTES FROM NOVEMBER 16, 2021 REGULAR MEETING.**

**B. RATIFY CLAIMS PAID 11/05/2021-11/19/2021.**

**C. ACCEPT JUDGES MONTHLY REPORT FROM SEPTEMBER 2021.**

- Schwarz motioned to approve A-C, second by Mabie
- All in favor passes, 5-0.

## 5. Proclamations

## 6. Scheduled Public Comment (00:07:36)

**A. MORGAN SCARR, OF AMATICS CPA, PRESENTS THE 2021 CITY OF LIVINGSTON AUDIT.**

- Hoglund made comments

## 7. Public Hearings

## 8. Ordinances (00:13:50)

**A. ORDINANCE NO. 3023: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE II, III, IV, AND V, CHAPTER 30 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED ZONING.**

- Kardoes turned meeting over to Menard
- Shawn Hill of Future West made public comment
- Mabie asked clarifying questions

- Schwarz asked clarifying questions
- Kardoes answered
- Menard provided additional information
- Nootz asked clarifying question
- Kardoes provided additional information
- Nootz made comments
- Hogle had clarifying questions
- Schwarz motioned to approve A-C, second by Mabie
- All in favor passes, 5-0.

9. Resolutions

10. Action Items (00:50:38)

**A. DISCUSS/APPROVE/DENY: CITY MANAGER'S REQUEST FOR ARPA FUNDS FOR CITY EMPLOYEE PREMIUM PAY.**

- Kardoes gave opening statements
- Patricia Grabow made public comment
- Nootz asked clarifying questions
- Mabie made additional comments
- Kardoes made clarifying comments
- Hogle made comments
- Schwarz made comments
- Schwarz made motion to approve, second by Mabie.  
All in favor, passes 5-0.

**B. ~~YBCC'S REQUEST FOR \$80,000 OF ARPA FUNDS FOR SOLAR INSTALLATIONS.~~**

*YBCC emailed request to remove from discussion tonight, pending further research, and will come before the Commission again for consideration possibly in February.*

**C. DISCUSS: PARKS AND TRAILS COMMITTEE RECOMMENDATION ON RESERVOIR PARK. (01:08:40)**

- Kardoes gave opening statements
- Jeanne Marie Souvigney, Chair of Parks & Trails Committee made comments
- Allison Shannon-Lier made additional comments
- Nootz made comments
- Hogle made comments

- Kardoes stated the first step is to bring back before the Commission with a staff recommendation and consideration.

**D. DISCUSS/APPROVE/DENY: CREATION A CITIZEN/COMMISSION LED WORKING GROUP TO RE-WRITE THE LIVINGSTON STRATEGIC PLAN, MISSION, VISION, VALUES AND GOALS. (01:25:56)**

- Kardoes gave opening statements
- Nootz made comments
- Hogleund made comments
- Kardoes made clarifying statements, made a recommendation to create a resolution to create the temporary board outlining the process.
- No public comments
- Nootz made comments and supports Michael's recommendation for a resolution.
- Hogleund concurred
- Kardoes recommendation Resolution would go into effect immediately, would advertise recruitment for temporary committee for 15-30 days, give committee 2 months to work on edits would have to have recommendation to the Commission within 90 days.
- Hogleund asked who would help guide this advisory board?
- Nootz stated she would like to see staff and two commissioners
- Schwarz would like to see at least one commissioner
- Kardoes will bring a Resolution to the December 21 meeting.

**E. DISCUSS/APPROVE/DENY: DISCUSS CANCELLING THE DECEMBER 21, 2021 COMMISSION MEETING. (01:44:57)**

- Hogleund made comments
- Schwarz made comments
- Kardoes made comments
- Nootz made comments
- Mabie made comments
- Friedman made comments

**11. City Manager Comment (01:56:47)**

- Provided info regarding Livingston City Hall Open House, and departing gifts for Chair Hogleund, and Commissioner Mabie on 12/21/2021 from 10-1.
- Reminder Office Closed 12/23-12/24 due to Christmas Holiday

**12. City Commission Comments (01:59:23)**

- Nootz
- Mabie
- Friedman
- Schwarz
- Hoglund

13. Adjournment 7:41 p.m. (02:11:12)

**File Attachments for Item:**

**B. RATIFY CLAIMS PAID 11/20/2021-12/09/2021**



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>AAA CLEANING, LLC</b>							
3727	AAA CLEANING, LLC	2021_11	park street cleaning	11/30/2021	2,000.00	2,000.00	12/08/2021
3727	AAA CLEANING, LLC	2021_11 PW	Bennett St cleaning	11/30/2021	500.00	500.00	12/08/2021
Total AAA CLEANING, LLC:					2,500.00	2,500.00	
<b>ADVANCED ENGINEERING &amp;</b>							
3605	ADVANCED ENGINEERING &	76877	I&C SYSTEM SERVICES	10/12/2021	1,036.00	1,036.00	11/23/2021
3605	ADVANCED ENGINEERING &	77404	I&C SYSTEM SERVICES	11/09/2021	1,014.00	1,014.00	11/23/2021
Total ADVANCED ENGINEERING &:					2,050.00	2,050.00	
<b>ALL SERVICE TIRE &amp; ALIGNMENT</b>							
22	ALL SERVICE TIRE & ALIGNME	62745	New Tires	10/08/2021	1,200.00	1,200.00	11/23/2021
22	ALL SERVICE TIRE & ALIGNME	62803	New Tires	10/15/2021	620.00	620.00	11/23/2021
22	ALL SERVICE TIRE & ALIGNME	62804	New Tires	10/15/2021	2,050.00	2,050.00	11/23/2021
22	ALL SERVICE TIRE & ALIGNME	62806	Tire Rotation	10/15/2021	20.00	20.00	11/23/2021
22	ALL SERVICE TIRE & ALIGNME	62828	Service Call	10/20/2021	180.00	180.00	11/23/2021
22	ALL SERVICE TIRE & ALIGNME	62880	New Tires	10/28/2021	1,500.00	1,500.00	11/23/2021
22	ALL SERVICE TIRE & ALIGNME	62886	New Tires	10/29/2021	2,028.00	2,028.00	11/23/2021
22	ALL SERVICE TIRE & ALIGNME	62911	Tire Repair	11/10/2021	17.00	17.00	11/23/2021
22	ALL SERVICE TIRE & ALIGNME	62965	Tire Repair	11/17/2021	17.00	17.00	11/23/2021
22	ALL SERVICE TIRE & ALIGNME	62968	Flat repair	11/17/2021	34.00	34.00	11/30/2021
22	ALL SERVICE TIRE & ALIGNME	62972	MEDIC 2 TIRES	11/18/2021	1,000.00	1,000.00	11/30/2021
22	ALL SERVICE TIRE & ALIGNME	62980	Tire Repair	11/19/2021	17.00	17.00	12/08/2021
Total ALL SERVICE TIRE & ALIGNMENT:					8,683.00	8,683.00	
<b>ALPINE ELECTRONICS RADIO SHACK</b>							
402	ALPINE ELECTRONICS RADIO	10276336	Office Supplies	11/15/2021	20.00	20.00	11/30/2021
402	ALPINE ELECTRONICS RADIO	10276487	cat-6 cable	11/22/2021	21.99	21.99	12/08/2021
402	ALPINE ELECTRONICS RADIO	10276543	card reader	11/23/2021	67.96	67.96	12/08/2021
Total ALPINE ELECTRONICS RADIO SHACK:					109.95	109.95	
<b>AMATICS CPA GROUP</b>							
3348	AMATICS CPA GROUP	66290	Audit Work	11/30/2021	22,400.00	22,400.00	12/08/2021
Total AMATICS CPA GROUP:					22,400.00	22,400.00	
<b>AMERICAN AUTOMOTIVE</b>							
3378	AMERICAN AUTOMOTIVE	2903	Oil Pressure Switch	11/15/2021	34.36	34.36	12/08/2021
3378	AMERICAN AUTOMOTIVE	2903	Oil Pressure Switch	11/15/2021	200.00	200.00	12/08/2021
3378	AMERICAN AUTOMOTIVE	2949	Water Pump	11/29/2021	248.81	248.81	12/08/2021
3378	AMERICAN AUTOMOTIVE	2949	Water Pump	11/29/2021	206.00	206.00	12/08/2021
Total AMERICAN AUTOMOTIVE:					689.17	689.17	
<b>BALCO UNIFORM COMPANY, INC.</b>							
3371	BALCO UNIFORM COMPANY, IN	64850	Reserve DRESS SHIRT	11/18/2021	55.00	55.00	12/08/2021
Total BALCO UNIFORM COMPANY, INC.:					55.00	55.00	
<b>BIG BEAR CONTRACTING, LLC</b>							
2268	BIG BEAR CONTRACTING, LLC	1396	FRONT DOOR	08/17/2021	11,963.45	11,963.45	11/30/2021
2268	BIG BEAR CONTRACTING, LLC	1430	Deposit for LPD Remodel	11/23/2021	30,348.32	30,348.32	12/08/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BIG BEAR CONTRACTING, LLC:					42,311.77	42,311.77	
<b>BIG SKY JOURNAL</b>							
10003	BIG SKY JOURNAL	2021.9.3	SUBSCRIPTION RENEWAL	09/03/2021	60.00	60.00	11/30/2021
Total BIG SKY JOURNAL:					60.00	60.00	
<b>BILLINGS CLINIC TRAINING CENTER</b>							
3069	BILLINGS CLINIC TRAINING CE	19934	CPR/AED eCards	10/19/2021	40.80	40.80	11/23/2021
3069	BILLINGS CLINIC TRAINING CE	19934	CPR/AED eCards	10/19/2021	40.80	40.80	11/23/2021
3069	BILLINGS CLINIC TRAINING CE	19934	CPR/AED eCards	10/19/2021	40.80	40.80	11/23/2021
3069	BILLINGS CLINIC TRAINING CE	19934	CPR/AED eCards	10/19/2021	40.80	40.80	11/23/2021
3069	BILLINGS CLINIC TRAINING CE	19934	CPR/AED eCards	10/19/2021	40.80	40.80	11/23/2021
Total BILLINGS CLINIC TRAINING CENTER:					204.00	204.00	
<b>BOUND TREE MEDICAL, LLC</b>							
2662	BOUND TREE MEDICAL, LLC	84287503	Patient Supplies	11/11/2021	312.15	312.15	11/30/2021
2662	BOUND TREE MEDICAL, LLC	84289280	Patient Supplies	11/12/2021	63.95	63.95	11/30/2021
2662	BOUND TREE MEDICAL, LLC	84289281	Patient Supplies	11/12/2021	24.38	24.38	11/30/2021
2662	BOUND TREE MEDICAL, LLC	84291171	Patient Supplies	11/15/2021	121.90	121.90	11/30/2021
2662	BOUND TREE MEDICAL, LLC	84296441	Patient Supplies	11/18/2021	641.01	641.01	11/30/2021
Total BOUND TREE MEDICAL, LLC:					1,163.39	1,163.39	
<b>BROCK WHITE COMPANY LLC</b>							
10003	BROCK WHITE COMPANY LLC	15113017-00	HYDRAULIC CEMENT	11/04/2021	82.00	82.00	11/30/2021
Total BROCK WHITE COMPANY LLC:					82.00	82.00	
<b>BROOKE WEIMER</b>							
10003	BROOKE WEIMER	00115	CMA	12/01/2021	500.00	500.00	12/08/2021
Total BROOKE WEIMER:					500.00	500.00	
<b>BRUCE E. BECKER, P.C.</b>							
10000	BRUCE E. BECKER, P.C.	2021_10	Temp Judge	10/31/2021	690.00	690.00	11/23/2021
Total BRUCE E. BECKER, P.C.:					690.00	690.00	
<b>CANON FINANCIAL SERVICES, INC</b>							
1747	CANON FINANCIAL SERVICES, I	27668700	Copier lease	11/11/2021	29.31	29.31	11/30/2021
1747	CANON FINANCIAL SERVICES, I	27668701	Copier lease	11/11/2021	29.75	29.75	11/30/2021
Total CANON FINANCIAL SERVICES, INC:					59.06	59.06	
<b>CARQUEST AUTO PARTS</b>							
23	CARQUEST AUTO PARTS	1912-523004	Brake Clean	10/04/2021	31.32	31.32	11/23/2021
23	CARQUEST AUTO PARTS	1912523045	Oring Kit	10/04/2021	32.99	32.99	11/23/2021
23	CARQUEST AUTO PARTS	1912523919	Computer Safe Circuit	10/12/2021	26.11	26.11	11/23/2021
23	CARQUEST AUTO PARTS	1912-524025	Power Steering Fuid	10/13/2021	10.10	10.10	11/23/2021
23	CARQUEST AUTO PARTS	1912-524138	Pressure Hose	10/14/2021	28.09	28.09	11/23/2021
23	CARQUEST AUTO PARTS	1912-524416	Air Filter	10/18/2021	112.34	112.34	11/23/2021
23	CARQUEST AUTO PARTS	1912-524452	AIR FILTER	10/18/2021	43.39	43.39	11/23/2021
23	CARQUEST AUTO PARTS	1912-524532	Med Raven	10/19/2021	19.35	19.35	11/23/2021
23	CARQUEST AUTO PARTS	1912-524779	Lube	10/21/2021	3.84	3.84	11/23/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
23	CARQUEST AUTO PARTS	1912-524812	Diesel Supplement	10/21/2021	243.48	243.48	11/23/2021
23	CARQUEST AUTO PARTS	1912-524872	Drive Impact	10/21/2021	525.00	525.00	11/23/2021
23	CARQUEST AUTO PARTS	1912-524926	Rubber Plug	10/22/2021	3.20	3.20	11/23/2021
23	CARQUEST AUTO PARTS	1912-525126	Grease Fitting	10/25/2021	42.99	42.99	11/23/2021
23	CARQUEST AUTO PARTS	1912-525186	Bulbs	10/25/2021	37.79	37.79	11/23/2021
23	CARQUEST AUTO PARTS	1912-525269	Unv MDWT ABS	10/26/2021	149.89	149.89	11/23/2021
23	CARQUEST AUTO PARTS	1912-525370	Supplies	10/27/2021	162.68	162.68	11/23/2021
23	CARQUEST AUTO PARTS	1912-525416	LUBE	10/27/2021	27.64	27.64	11/23/2021
23	CARQUEST AUTO PARTS	1912-525420	LUBE	10/27/2021	27.64	27.64	11/23/2021
Total CARQUEST AUTO PARTS:					1,527.84	1,527.84	
<b>CASELLE</b>							
3763	CASELLE	113862	Support and Maint.	12/01/2021	2,554.09	2,554.09	12/08/2021
3763	CASELLE	113862	Support and Maint.	12/01/2021	90.17	90.17	12/08/2021
3763	CASELLE	113862	Support and Maint.	12/01/2021	90.17	90.17	12/08/2021
3763	CASELLE	113862	Support and Maint.	12/01/2021	168.14	168.14	12/08/2021
3763	CASELLE	113862	Support and Maint.	12/01/2021	168.13	168.13	12/08/2021
3763	CASELLE	113862	Support and Maint.	12/01/2021	258.30	258.30	12/08/2021
Total CASELLE:					3,329.00	3,329.00	
<b>CENGAGE LEARNING INC</b>							
10001	CENGAGE LEARNING INC	76043666	3 BOOKS	10/19/2021	81.97	81.97	11/30/2021
10001	CENGAGE LEARNING INC	76067997	1 BOOK	10/22/2021	26.23	26.23	11/30/2021
10001	CENGAGE LEARNING INC	76137792	3 BOOKS	11/03/2021	85.25	85.25	11/30/2021
10001	CENGAGE LEARNING INC	76161561	1 BOOK	11/09/2021	31.15	31.15	11/30/2021
Total CENGAGE LEARNING INC:					224.60	224.60	
<b>CENTURYLINK</b>							
162	CENTURYLINK	406-222-0137	406-222-0137-441B	11/16/2021	77.36	77.36	12/08/2021
Total CENTURYLINK:					77.36	77.36	
<b>CHARTER COMMUNICATIONS</b>							
3440	CHARTER COMMUNICATIONS	019544510182	ELEVATOR PHONE	10/18/2021	49.23	49.23	11/30/2021
Total CHARTER COMMUNICATIONS:					49.23	49.23	
<b>CLARKE'S CUSTOM IRON</b>							
2788	CLARKE'S CUSTOM IRON	0002700	METAL MEMORIAL	11/22/2021	2,850.00	2,850.00	12/08/2021
Total CLARKE'S CUSTOM IRON:					2,850.00	2,850.00	
<b>COMDATA</b>							
2671	COMDATA	20357561	IB986 BZR70	10/31/2021	193.83	193.83	11/30/2021
Total COMDATA:					193.83	193.83	
<b>D&amp;R COFFEE SERVICE INC</b>							
10002	D&R COFFEE SERVICE INC	146616	RENTAL FEE	11/26/2021	50.00	50.00	12/08/2021
Total D&R COFFEE SERVICE INC:					50.00	50.00	
<b>DANA SAFETY SUPPLY, INC.</b>							
3234	DANA SAFETY SUPPLY, INC.	758465	Install equipment	11/12/2021	1,335.00	1,335.00	12/08/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3234	DANA SAFETY SUPPLY, INC.	759675	Install Body Cam	11/19/2021	125.00	125.00	12/08/2021
Total DANA SAFETY SUPPLY, INC.:					1,460.00	1,460.00	
<b>DELL MARKETING L.P.</b>							
745	DELL MARKETING L.P.	10539768382	OFFICE SUPPLY	11/30/2021	77.37	77.37	12/08/2021
Total DELL MARKETING L.P.:					77.37	77.37	
<b>DEPARTMENT OF PUBLIC HEALTH &amp;</b>							
3350	DEPARTMENT OF PUBLIC HEAL	#711 12/1/2021	EMS Service License	12/01/2021	35.00	35.00	12/08/2021
Total DEPARTMENT OF PUBLIC HEALTH &:					35.00	35.00	
<b>DEPARTMENT OF REVENUE</b>							
122	DEPARTMENT OF REVENUE	2 - WESTERN	1% - WESTERN MUNICIPAL	07/06/2021	188.01	188.01	11/23/2021
Total DEPARTMENT OF REVENUE:					188.01	188.01	
<b>DESERT MOUNTAIN, INC.</b>							
3453	DESERT MOUNTAIN, INC.	21-87082	Ice slicer	11/12/2021	4,744.31	4,744.31	11/23/2021
Total DESERT MOUNTAIN, INC.:					4,744.31	4,744.31	
<b>EAGLE FENCE, LLC</b>							
542	EAGLE FENCE, LLC	1663	One Button Clickers	10/29/2021	380.00	380.00	12/08/2021
Total EAGLE FENCE, LLC:					380.00	380.00	
<b>EMERALD SERVICES INC.</b>							
3380	EMERALD SERVICES INC.	87599697	OIL SERVICE	11/05/2021	412.60	412.60	11/23/2021
Total EMERALD SERVICES INC.:					412.60	412.60	
<b>ENCODE CORPORATION</b>							
1548	ENCODE CORPORATION	41345	OUT OF CONTRACT WORK	11/20/2021	1,794.06	1,794.06	11/30/2021
1548	ENCODE CORPORATION	41376	MAINTENCE CONTR	11/01/2021	1,988.00	1,988.00	11/30/2021
1548	ENCODE CORPORATION	41418	OUT OF CONTRACT WORK	11/08/2021	1,842.74	1,842.74	11/30/2021
Total ENCODE CORPORATION:					5,624.80	5,624.80	
<b>ENERGY LABORATORIES, INC.</b>							
424	ENERGY LABORATORIES, INC.	433070	Effluent composite	11/02/2021	104.00	104.00	11/23/2021
424	ENERGY LABORATORIES, INC.	434964	Effluent composite	11/08/2021	1,124.00	1,124.00	11/23/2021
424	ENERGY LABORATORIES, INC.	435785	PFL	11/11/2021	322.00	322.00	11/23/2021
424	ENERGY LABORATORIES, INC.	436201	Effluent grab	11/12/2021	832.00	832.00	11/30/2021
424	ENERGY LABORATORIES, INC.	437679	Analysis parameter	11/19/2021	196.00	196.00	11/30/2021
424	ENERGY LABORATORIES, INC.	439397	SAMPLE FEE	11/30/2021	376.00	376.00	12/08/2021
424	ENERGY LABORATORIES, INC.	439398	SAMPLE FEE	11/30/2021	255.00	255.00	12/08/2021
Total ENERGY LABORATORIES, INC.:					3,209.00	3,209.00	
<b>EXEC U CARE SERVICES, INC.</b>							
3298	EXEC U CARE SERVICES, INC.	2887	Janitorial Services	11/30/2021	2,239.67	2,239.67	12/08/2021
Total EXEC U CARE SERVICES, INC.:					2,239.67	2,239.67	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>FARSTAD OIL</b>							
3353	FARSTAD OIL	97760 - 2	Credit	09/14/2021	1,862.52-	1,862.52-	12/08/2021
3353	FARSTAD OIL	98595	Diesel 425G	11/12/2021	1,375.30	1,375.30	12/08/2021
3353	FARSTAD OIL	98647	Diesel 210g	11/19/2021	680.61	680.61	12/08/2021
Total FARSTAD OIL:					193.39	193.39	
<b>FERGUSON WATERWORKS #1701</b>							
2386	FERGUSON WATERWORKS #17	0795055-2	OMNI METER	11/17/2021	3,388.34	3,388.34	11/30/2021
2386	FERGUSON WATERWORKS #17	0802386	M510M	11/10/2021	1,548.00	1,548.00	11/23/2021
Total FERGUSON WATERWORKS #1701:					4,936.34	4,936.34	
<b>FIESTA EN JALISCO</b>							
10003	FIESTA EN JALISCO	01	ELECTION DAY DINNER	11/02/2021	430.00	430.00	11/23/2021
Total FIESTA EN JALISCO:					430.00	430.00	
<b>FISHER SAND AND GRAVEL</b>							
2904	FISHER SAND AND GRAVEL	54342	Concrete	10/23/2021	913.50	913.50	12/08/2021
2904	FISHER SAND AND GRAVEL	54967	1/4" BUCKSHOT	10/30/2021	2,050.88	2,050.88	11/23/2021
2904	FISHER SAND AND GRAVEL	55772	Concrete Rock	11/06/2021	723.31	723.31	11/30/2021
Total FISHER SAND AND GRAVEL:					3,687.69	3,687.69	
<b>FOUR CORNERS RECYCLING, LLC</b>							
2919	FOUR CORNERS RECYCLING,	9501	Pull fees	10/28/2021	5,681.35	5,681.35	11/23/2021
2919	FOUR CORNERS RECYCLING,	CM9501	Credit	10/28/2021	4,625.40-	4,625.40-	11/23/2021
Total FOUR CORNERS RECYCLING, LLC:					1,055.95	1,055.95	
<b>GATEWAY OFFICE SUPPLY</b>							
54	GATEWAY OFFICE SUPPLY	52486	ENVELOPES	10/07/2021	102.85	102.85	11/30/2021
54	GATEWAY OFFICE SUPPLY	52776	Files	11/12/2021	54.90	54.90	11/23/2021
54	GATEWAY OFFICE SUPPLY	52806	POSTAGE-POLICE	11/16/2021	12.79	12.79	12/08/2021
54	GATEWAY OFFICE SUPPLY	52839	POSTAGE-POLICE	11/19/2021	13.23	13.23	12/08/2021
54	GATEWAY OFFICE SUPPLY	52853	FOAM	11/22/2021	8.25	8.25	12/08/2021
54	GATEWAY OFFICE SUPPLY	52857	POSTAGE-POLICE	11/22/2021	13.23	13.23	12/08/2021
54	GATEWAY OFFICE SUPPLY	52901	HOLE PUNCHER	11/30/2021	4.00	4.00	12/08/2021
54	GATEWAY OFFICE SUPPLY	52905	POSTAGE-POLICE	11/30/2021	25.46	25.46	12/08/2021
Total GATEWAY OFFICE SUPPLY:					234.71	234.71	
<b>GENERAL DISTRIBUTING COMPANY</b>							
1845	GENERAL DISTRIBUTING COM	0001064556	Oxygen	11/30/2021	28.20	28.20	12/08/2021
Total GENERAL DISTRIBUTING COMPANY:					28.20	28.20	
<b>GRAINGER</b>							
528	GRAINGER	9103606837	DISPOSABLE GLOVES	10/29/2021	110.94	110.94	11/23/2021
Total GRAINGER:					110.94	110.94	
<b>GRAYBEAL'S ALL SERVICE</b>							
98	GRAYBEAL'S ALL SERVICE	10121	TRANSFORMER	11/11/2021	378.00	378.00	12/08/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total GRAYBEAL'S ALL SERVICE:					378.00	378.00	
<b>GREAT WEST ENGINEERING</b>							
10002	GREAT WEST ENGINEERING	23896	COL Co- Composting Facility	11/19/2021	492.25	492.25	11/23/2021
Total GREAT WEST ENGINEERING:					492.25	492.25	
<b>HACH COMPANY</b>							
100	HACH COMPANY	12705351	AMMONIA	10/22/2021	159.77	159.77	11/23/2021
Total HACH COMPANY:					159.77	159.77	
<b>HANSER'S AUTOMOTIVE &amp; WRECKER</b>							
1687	HANSER'S AUTOMOTIVE & WR	2795	Towing Charge	11/08/2021	90.00	90.00	12/08/2021
Total HANSER'S AUTOMOTIVE & WRECKER:					90.00	90.00	
<b>HIGH COUNTRY WILDLIFE CONTROL</b>							
10002	HIGH COUNTRY WILDLIFE CON	3749	PEST CONTROL	11/24/2021	195.00	195.00	12/08/2021
Total HIGH COUNTRY WILDLIFE CONTROL:					195.00	195.00	
<b>HILLYARD OF MONTANA</b>							
63	HILLYARD OF MONTANA	604537961	Towel Roll	11/16/2021	39.78	39.78	11/30/2021
63	HILLYARD OF MONTANA	604537962	Towel Roll	11/16/2021	30.89	30.89	11/30/2021
Total HILLYARD OF MONTANA:					70.67	70.67	
<b>HUBER TECHNOLOGY</b>							
3044	HUBER TECHNOLOGY	CD10022147	NORD GEARBOX	11/17/2021	2,240.42	2,240.42	11/30/2021
Total HUBER TECHNOLOGY:					2,240.42	2,240.42	
<b>INDUSTRIAL TOWEL</b>							
102	INDUSTRIAL TOWEL	81615	Civic Center Mats	11/04/2021	126.19	126.19	12/08/2021
102	INDUSTRIAL TOWEL	82423	Mats	11/16/2021	45.50	45.50	11/23/2021
102	INDUSTRIAL TOWEL	82811	Mats	11/18/2021	94.41	94.41	11/23/2021
102	INDUSTRIAL TOWEL	83605	Mats	11/03/2021	45.50	45.50	12/08/2021
Total INDUSTRIAL TOWEL:					311.60	311.60	
<b>INGRAM LIBRARY SERVICE</b>							
1539	INGRAM LIBRARY SERVICE	55359246	1 Book	10/15/2021	29.02	29.02	11/30/2021
1539	INGRAM LIBRARY SERVICE	55415438	1 Book	10/19/2021	23.54	23.54	11/30/2021
1539	INGRAM LIBRARY SERVICE	55415439	1 Book	10/19/2021	25.92	25.92	11/30/2021
1539	INGRAM LIBRARY SERVICE	55415440	2 Books	10/19/2021	38.41	38.41	11/30/2021
1539	INGRAM LIBRARY SERVICE	55438257	1 Book	10/20/2021	34.43	34.43	11/30/2021
1539	INGRAM LIBRARY SERVICE	5545437	1 Book	10/19/2021	17.20	17.20	11/30/2021
1539	INGRAM LIBRARY SERVICE	55456875	1 Book	10/21/2021	25.38	25.38	11/30/2021
1539	INGRAM LIBRARY SERVICE	554568751	1 Book	10/21/2021	25.24	25.24	11/30/2021
1539	INGRAM LIBRARY SERVICE	55506202	3 BOOKS	10/25/2021	57.11	57.11	11/30/2021
1539	INGRAM LIBRARY SERVICE	55535558	2 Books	10/26/2021	34.42	34.42	11/30/2021
1539	INGRAM LIBRARY SERVICE	55535559	1 Book	10/26/2021	19.12	19.12	11/30/2021
1539	INGRAM LIBRARY SERVICE	55626742	1 Book	11/01/2021	20.80	20.80	11/30/2021
1539	INGRAM LIBRARY SERVICE	55626743	4 Books	11/01/2021	94.87	94.87	11/30/2021
1539	INGRAM LIBRARY SERVICE	55661538	2 Books	11/02/2021	32.12	32.12	11/30/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1539	INGRAM LIBRARY SERVICE	55661539	3 BOOKS	11/02/2021	58.05	58.05	11/30/2021
1539	INGRAM LIBRARY SERVICE	55661540	1 Book	11/02/2021	10.34	10.34	11/30/2021
1539	INGRAM LIBRARY SERVICE	55680629	1 Book	11/03/2021	17.41	17.41	11/30/2021
1539	INGRAM LIBRARY SERVICE	55680630	1 Book	11/03/2021	21.50	21.50	11/30/2021
1539	INGRAM LIBRARY SERVICE	55680631	1 Book	11/03/2021	15.90	15.90	11/30/2021
1539	INGRAM LIBRARY SERVICE	55706679	1 Book	11/04/2021	29.60	29.60	11/30/2021
1539	INGRAM LIBRARY SERVICE	55728188	2 Books	11/05/2021	36.50	36.50	11/30/2021
Total INGRAM LIBRARY SERVICE:					666.88	666.88	
<b>INTERNATIONAL LEAGUE OF CITIES</b>							
10002	INTERNATIONAL LEAGUE OF CI	00841-047C	Annual Membership	10/18/2021	250.00	250.00	11/30/2021
Total INTERNATIONAL LEAGUE OF CITIES:					250.00	250.00	
<b>J &amp; H OFFICE EQUIPMENT</b>							
1783	J & H OFFICE EQUIPMENT	30550075	Canon Copier	11/25/2021	270.73	270.73	12/08/2021
Total J & H OFFICE EQUIPMENT:					270.73	270.73	
<b>KAREN HARRISON</b>							
10002	KAREN HARRISON	CR2021-009	BAILIFF 6.5 HRS	12/01/2021	97.50	97.50	12/08/2021
Total KAREN HARRISON:					97.50	97.50	
<b>KARNATZ TREE SERVICE</b>							
2001	KARNATZ TREE SERVICE	44	Prep 6 Trees	11/30/2021	600.00	600.00	12/08/2021
Total KARNATZ TREE SERVICE:					600.00	600.00	
<b>KELLEY CONNECT</b>							
10001	KELLEY CONNECT	IN865145	PRINTER	07/01/2021	5.02	5.02	12/08/2021
10001	KELLEY CONNECT	IN924642	CANON/C250I	10/29/2021	140.88	140.88	12/08/2021
Total KELLEY CONNECT:					145.90	145.90	
<b>KEN'S EQUIPMENT REPAIR, INC</b>							
1390	KEN'S EQUIPMENT REPAIR, IN	57649	CHIPPER	08/26/2021	471.75	471.75	11/30/2021
1390	KEN'S EQUIPMENT REPAIR, IN	57782	ROLLOFF	10/11/2021	252.75	252.75	11/23/2021
Total KEN'S EQUIPMENT REPAIR, INC:					724.50	724.50	
<b>KENYON NOBLE</b>							
776	KENYON NOBLE	86323222	SCREWS	09/27/2021	25.47	25.47	11/30/2021
776	KENYON NOBLE	8637155	FOAM INSERT	09/29/2021	26.99	26.99	11/30/2021
776	KENYON NOBLE	8639156	EPOXY	09/30/2021	89.97	89.97	11/30/2021
776	KENYON NOBLE	8641510	LUMBER	10/01/2021	236.94	236.94	11/30/2021
776	KENYON NOBLE	8646447	BATTERY	10/04/2021	468.96	468.96	11/30/2021
776	KENYON NOBLE	8647815	DEEP CORDS	10/05/2021	35.85	35.85	11/30/2021
776	KENYON NOBLE	8648299	BUILDING SUPPLY	10/04/2021	16.93	16.93	11/30/2021
776	KENYON NOBLE	8654917	PREMIX	10/08/2021	44.50	44.50	11/30/2021
776	KENYON NOBLE	8676416	FRAMING SQUARE	10/19/2021	49.96	49.96	11/30/2021
776	KENYON NOBLE	8678043	WOOD	10/20/2021	48.12	48.12	11/30/2021
776	KENYON NOBLE	8682062	BUSHINGS	10/22/2021	53.12	53.12	11/30/2021
776	KENYON NOBLE	8686538	PLAYSAND	10/25/2021	59.85	59.85	11/30/2021
776	KENYON NOBLE	8686781	SAWHORSE	10/25/2021	171.96	171.96	11/30/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total KENYON NOBLE:					1,328.62	1,328.62	
<b>KIRBYBUILT SALES</b>							
10001	KIRBYBUILT SALES	INVKSA2628	TABLE/RECEPTACLES	11/10/2021	6,276.94	6,276.94	12/08/2021
Total KIRBYBUILT SALES:					6,276.94	6,276.94	
<b>KNIFE RIVER</b>							
8	KNIFE RIVER	794084	Plant Mix	11/30/2021	564.60	564.60	12/08/2021
Total KNIFE RIVER:					564.60	564.60	
<b>LAWSON PRODUCTS, INC.</b>							
10003	LAWSON PRODUCTS, INC.	9308978217	SUPPLIES	11/05/2021	131.68	131.68	11/23/2021
10003	LAWSON PRODUCTS, INC.	9308978218	SUPPLIES	11/05/2021	500.00	500.00	11/23/2021
10003	LAWSON PRODUCTS, INC.	9308978218	SUPPLIES	11/05/2021	248.70	248.70	11/23/2021
10003	LAWSON PRODUCTS, INC.	9309006581	SUPPLIES	11/15/2021	228.26	228.26	11/23/2021
10003	LAWSON PRODUCTS, INC.	9309020626	EYE WASH	11/18/2021	6.58	6.58	12/08/2021
10003	LAWSON PRODUCTS, INC.	9309020627	SUPPLIES	11/18/2021	159.07	159.07	12/08/2021
10003	LAWSON PRODUCTS, INC.	9309025439	PARTS	11/19/2021	106.81	106.81	11/30/2021
Total LAWSON PRODUCTS, INC.:					1,381.10	1,381.10	
<b>LEHRKIND'S COCA-COLA</b>							
2830	LEHRKIND'S COCA-COLA	1895681	Water	11/09/2021	18.00-	18.00-	11/30/2021
2830	LEHRKIND'S COCA-COLA	1899851	Water	11/19/2021	24.75	24.75	11/30/2021
Total LEHRKIND'S COCA-COLA:					6.75	6.75	
<b>LIVINGSTON ACE HARDWARE - #122005</b>							
26	LIVINGSTON ACE HARDWARE -	J45550	CHAIN	10/26/2021	55.98	55.98	11/30/2021
26	LIVINGSTON ACE HARDWARE -	J49407	PROPANE	11/03/2021	83.97	83.97	11/30/2021
26	LIVINGSTON ACE HARDWARE -	J49431	STATION SUPPLIES	11/03/2021	37.97	37.97	11/30/2021
26	LIVINGSTON ACE HARDWARE -	J49707	FASTNERS	11/04/2021	22.62	22.62	11/30/2021
26	LIVINGSTON ACE HARDWARE -	J49715	ANTIFREEZE	11/04/2021	29.94	29.94	11/30/2021
26	LIVINGSTON ACE HARDWARE -	J49722	LED BULB	11/04/2021	24.99	24.99	11/30/2021
26	LIVINGSTON ACE HARDWARE -	J50301	LED BULB	11/05/2021	24.99	24.99	11/30/2021
26	LIVINGSTON ACE HARDWARE -	J51493	TOOLS	11/08/2021	13.98	13.98	11/30/2021
26	LIVINGSTON ACE HARDWARE -	J51856	Premix	11/09/2021	19.96	19.96	11/30/2021
26	LIVINGSTON ACE HARDWARE -	J51988	BAGS	11/09/2021	39.15	39.15	11/30/2021
26	LIVINGSTON ACE HARDWARE -	J52080	PREMIX	11/09/2021	29.94	29.94	11/30/2021
26	LIVINGSTON ACE HARDWARE -	J52233	Station supplies	11/10/2021	54.97	54.97	11/30/2021
26	LIVINGSTON ACE HARDWARE -	J52438	TOOLS	11/10/2021	109.89	109.89	11/30/2021
26	LIVINGSTON ACE HARDWARE -	J52450	SCREWS	11/10/2021	17.98	17.98	11/30/2021
26	LIVINGSTON ACE HARDWARE -	J54703	PrMIX	11/15/2021	124.75	124.75	11/30/2021
26	LIVINGSTON ACE HARDWARE -	J54950	SWITCHES	11/16/2021	21.94	21.94	11/30/2021
26	LIVINGSTON ACE HARDWARE -	J55376	TOOLS	11/17/2021	89.85	89.85	11/30/2021
26	LIVINGSTON ACE HARDWARE -	J55410	Premix	11/17/2021	74.85	74.85	11/30/2021
26	LIVINGSTON ACE HARDWARE -	J55460	CEMENT PRIMER	11/17/2021	27.98	27.98	11/30/2021
26	LIVINGSTON ACE HARDWARE -	X67438	PRMIX	10/26/2021	74.85	74.85	11/30/2021
26	LIVINGSTON ACE HARDWARE -	X67893	TEE NIPPLE	11/03/2021	18.73	18.73	11/30/2021
Total LIVINGSTON ACE HARDWARE - #122005:					999.28	999.28	
<b>LIVINGSTON HEALTH CARE</b>							
55	LIVINGSTON HEALTH CARE	0017351	PATIENT SUPPLY	11/17/2021	57.83	57.83	11/30/2021



Report dates: 11/20/2021-12/9/2021

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
55	LIVINGSTON HEALTH CARE	0017351 (2)	PATIENT SUPPLY	11/17/2021	100.00	100.00	11/30/2021
55	LIVINGSTON HEALTH CARE	200148876	770270644	11/18/2021	29.10	29.10	12/08/2021
55	LIVINGSTON HEALTH CARE	200148954	770262246	11/24/2021	130.95	130.95	12/08/2021
55	LIVINGSTON HEALTH CARE	4528997	PATIENT SUPPLY	11/17/2021	32.14	32.14	11/30/2021
Total LIVINGSTON HEALTH CARE:					350.02	350.02	
<b>LIVINGSTON UTILITY BILLING</b>							
147	LIVINGSTON UTILITY BILLING	2021.11.30 101	1012100 228 W CALLENDER	11/04/2021	136.98	136.98	11/30/2021
Total LIVINGSTON UTILITY BILLING:					136.98	136.98	
<b>MACINNES, KEN</b>							
3622	MACINNES, KEN	2021.11.30	Station Supplies	11/30/2021	155.88	155.88	12/08/2021
Total MACINNES, KEN:					155.88	155.88	
<b>MARLIN BUSINESS BANK</b>							
3651	MARLIN BUSINESS BANK	19450463	Getac tablets	11/23/2021	337.40	337.40	12/08/2021
Total MARLIN BUSINESS BANK:					337.40	337.40	
<b>MASTERCARD</b>							
3184	MASTERCARD	2021_10 BUSC ?		11/01/2021	54.49	54.49	11/10/2021
3184	MASTERCARD	2021_10 FETT	Lodging - AICPA Conference	11/01/2021	444.63	444.63	11/10/2021
3184	MASTERCARD	2021_10 FETT	Parking - AICPA Conference	11/01/2021	50.00	50.00	11/10/2021
3184	MASTERCARD	2021_10 FETT	Meals - AICPA Conference	11/01/2021	10.61	10.61	11/10/2021
3184	MASTERCARD	2021_10 FETT	Meals - AICPA Conference	11/01/2021	19.21	19.21	11/10/2021
3184	MASTERCARD	2021_10 FETT	Transportation - AICPA Conferenc	11/01/2021	16.63	16.63	11/10/2021
3184	MASTERCARD	2021_10 FETT	Meals - AICPA Conference	11/01/2021	48.05	48.05	11/10/2021
3184	MASTERCARD	2021_10 FETT	Meals - AICPA Conference	11/01/2021	50.55	50.55	11/10/2021
3184	MASTERCARD	2021_10 FETT	Meals - AICPA Conference	11/01/2021	46.21	46.21	11/10/2021
3184	MASTERCARD	2021_10 FETT	Meals - AICPA Conference	11/01/2021	57.23	57.23	11/10/2021
3184	MASTERCARD	2021_10 FETT	Transportation - AICPA Conferenc	11/01/2021	32.09	32.09	11/10/2021
3184	MASTERCARD	2021_10 FETT	Travel - AICPA Conference	11/01/2021	30.00	30.00	11/10/2021
3184	MASTERCARD	2021_10 FETT	Travel - AICPA Conference	11/01/2021	30.00	30.00	11/10/2021
3184	MASTERCARD	2021_10 FETT	Office supplies	11/01/2021	66.97	66.97	11/10/2021
3184	MASTERCARD	2021_10 FETT	Office supplies	11/01/2021	12.85	12.85	11/10/2021
3184	MASTERCARD	2021_10 FETT	Office supplies	11/01/2021	78.33	78.33	11/10/2021
3184	MASTERCARD	2021_10 FETT	Office supplies	11/01/2021	17.66	17.66	11/10/2021
3184	MASTERCARD	2021_10 GRA	6 books	11/01/2021	134.75	134.75	11/10/2021
3184	MASTERCARD	2021_10 GRA	2 boxes facial tissue	11/01/2021	5.98	5.98	11/10/2021
3184	MASTERCARD	2021_10 GRA	markers, pens	11/01/2021	11.55	11.55	11/10/2021
3184	MASTERCARD	2021_10 GRA	service charges	11/01/2021	17.99	17.99	11/10/2021
3184	MASTERCARD	2021_10 GRA	Montana Libr Assn memberships	11/01/2021	510.00	510.00	11/10/2021
3184	MASTERCARD	2021_10 GRA	ice melt	11/01/2021	10.00	10.00	11/10/2021
3184	MASTERCARD	2021_10 GRA	toilet plunger (4)	11/01/2021	47.96	47.96	11/10/2021
3184	MASTERCARD	2021_10 GRA	postage to Canada (ILL)	11/01/2021	14.25	14.25	11/10/2021
3184	MASTERCARD	2021_10 GRA	purchase	11/01/2021	100.00	100.00	11/10/2021
3184	MASTERCARD	2021_10 HAEF	Parts	11/01/2021	702.63	702.63	11/10/2021
3184	MASTERCARD	2021_10 HAEF	Certification test	11/01/2021	210.00	210.00	11/10/2021
3184	MASTERCARD	2021_10 HAEF	Splash Park Backflow preventer	11/01/2021	57.00	57.00	11/10/2021
3184	MASTERCARD	2021_10 HAPP	postage	11/01/2021	174.00	174.00	11/10/2021
3184	MASTERCARD	2021_10 HAR	Uniform Pins	11/01/2021	516.00	516.00	11/10/2021
3184	MASTERCARD	2021_10 HOFF	Laptop	11/01/2021	819.99	819.99	11/10/2021
3184	MASTERCARD	2021_10 JOHA	Biscuits	11/01/2021	41.10	41.10	11/10/2021
3184	MASTERCARD	2021_10 JOHA	Postage	11/01/2021	8.56	8.56	11/10/2021

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2021_10 JOHA	Paper towels and toilet paper	11/01/2021	86.50	86.50	11/10/2021
3184	MASTERCARD	2021_10 JOHA	Paper towels and toilet paper	11/01/2021	86.50	86.50	11/10/2021
3184	MASTERCARD	2021_10 JOHA	Paper towels and toilet paper	11/01/2021	86.50	86.50	11/10/2021
3184	MASTERCARD	2021_10 JOHA	Paper towels and toilet paper	11/01/2021	86.50	86.50	11/10/2021
3184	MASTERCARD	2021_10 JOHA	Paper towels and toilet paper	11/01/2021	86.50	86.50	11/10/2021
3184	MASTERCARD	2021_10 JOHA	Paper towels and toilet paper	11/01/2021	86.50	86.50	11/10/2021
3184	MASTERCARD	2021_10 JOHA	Bunn filters	11/01/2021	25.98	25.98	11/10/2021
3184	MASTERCARD	2021_10 JOHN	Engle - Taser recertification	11/01/2021	375.00	375.00	11/10/2021
3184	MASTERCARD	2021_10 JOHN	Congleton - Fraud Investigation	11/01/2021	150.00	150.00	11/10/2021
3184	MASTERCARD	2021_10 JOHN	microphone holders	11/01/2021	188.39	188.39	11/10/2021
3184	MASTERCARD	2021_10 JOHN	2021 dodge registraton	11/01/2021	24.36	24.36	11/10/2021
3184	MASTERCARD	2021_10 KINNI	City Commission Zoom Acct.	11/01/2021	41.50	41.50	11/10/2021
3184	MASTERCARD	2021_10 KINNI	ICMA Local Govnmt. Award	11/01/2021	317.90	317.90	11/10/2021
3184	MASTERCARD	2021_10 KINNI	Union meeting- working lunch	11/01/2021	312.89	312.89	11/10/2021
3184	MASTERCARD	2021_10 KINNI	Union meeting- working lunch	11/01/2021	5.97	5.97	11/10/2021
3184	MASTERCARD	2021_10 KINNI	Union meeting lunch- suppllies	11/01/2021	11.98	11.98	11/10/2021
3184	MASTERCARD	2021_10 KINNI	Office Supplies	11/01/2021	43.05	43.05	11/10/2021
3184	MASTERCARD	2021_10 KINNI	2nd Board Zoom Acct.	11/01/2021	57.05	57.05	11/10/2021
3184	MASTERCARD	2021_10 KINNI	Legitimate purchase- Kardoes wor	11/01/2021	20.80	20.80	11/10/2021
3184	MASTERCARD	2021_10 KINNI	Office Supplies- Sister City Gift Fr	11/01/2021	275.00	275.00	11/10/2021
3184	MASTERCARD	2021_10 KINNI	Conference Registration- F. Kinnic	11/01/2021	25.00	25.00	11/10/2021
3184	MASTERCARD	2021_10 KINNI	Planning Dept. Zoom Acct.	11/01/2021	57.05	57.05	11/10/2021
3184	MASTERCARD	2021_10 KINNI	Employee Jacket- Brummel	11/01/2021	109.99	109.99	11/10/2021
3184	MASTERCARD	2021_10 KINNI	Out of stock, credit to acct.	11/01/2021	114.00-	114.00-	11/10/2021
3184	MASTERCARD	2021_10 KINNI	Conference Registration- M. Noot	11/01/2021	25.00	25.00	11/10/2021
3184	MASTERCARD	2021_10 KINNI	Office Supplies	11/01/2021	114.00	114.00	11/10/2021
3184	MASTERCARD	2021_10 KINNI	Employee Float- Johansson	11/01/2021	55.00	55.00	11/10/2021
3184	MASTERCARD	2021_10 KINNI	Toggle bolt wall anchors	11/01/2021	5.40	5.40	11/10/2021
3184	MASTERCARD	2021_10 LAWE	File Folders	11/01/2021	18.99	18.99	11/10/2021
3184	MASTERCARD	2021_10 LAWE	Stools	11/01/2021	1,076.32	1,076.32	11/10/2021
3184	MASTERCARD	2021_10 LOW	Supplies	11/01/2021	12.86	12.86	11/10/2021
3184	MASTERCARD	2021_10 LOW	Supplies	11/01/2021	74.97	74.97	11/10/2021
3184	MASTERCARD	2021_10 LOW	Supplies	11/01/2021	64.78	64.78	11/10/2021
3184	MASTERCARD	2021_10 LOW	Supplies	11/01/2021	10.69	10.69	11/10/2021
3184	MASTERCARD	2021_10 LOW	Annual Subscription	11/01/2021	384.00	384.00	11/10/2021
3184	MASTERCARD	2021_10 LOW	Staff Scheduler	11/01/2021	9.73	9.73	11/10/2021
3184	MASTERCARD	2021_10 LOW	Grant Notification System	11/01/2021	34.95	34.95	11/10/2021
3184	MASTERCARD	2021_10 LOW	Recert for HR credential	11/01/2021	100.00	100.00	11/10/2021
3184	MASTERCARD	2021_10 LOW	Recruitment advertising	11/01/2021	78.68	78.68	11/10/2021
3184	MASTERCARD	2021_10 MACI	station supply	11/01/2021	93.97	93.97	11/10/2021
3184	MASTERCARD	2021_10 MACI	sept	11/01/2021	7,582.11	7,582.11	11/10/2021
3184	MASTERCARD	2021_10 MACI	office supply	11/01/2021	20.20	20.20	11/10/2021
3184	MASTERCARD	2021_10 MACI	badges	11/01/2021	876.00	876.00	11/10/2021
3184	MASTERCARD	2021_10 MACI	critical care course	11/01/2021	1,095.00	1,095.00	11/10/2021
3184	MASTERCARD	2021_10 MACI	station supply	11/01/2021	8.99	8.99	11/10/2021
3184	MASTERCARD	2021_10 O'RO	Beverages	11/01/2021	24.98	24.98	11/10/2021
3184	MASTERCARD	2021_10 O'RO	Conference	11/01/2021	335.00	335.00	11/10/2021
3184	MASTERCARD	2021_10 O'RO	Charger	11/01/2021	29.99-	29.99-	11/10/2021
3184	MASTERCARD	2021_10 PURK	Chili	11/01/2021	120.52	120.52	11/10/2021
3184	MASTERCARD	2021_10 RAYM	Magazine HP	11/01/2021	737.07	737.07	11/10/2021
3184	MASTERCARD	2021_10 RAYM	LED Wall Pack	11/01/2021	111.99	111.99	11/10/2021
3184	MASTERCARD	2021_10 RAYM	Invoice 5J2200012	11/01/2021	70.00	70.00	11/10/2021
3184	MASTERCARD	2021_10 RAYM	GC Pitcher	11/01/2021	5.25	5.25	11/10/2021
3184	MASTERCARD	2021_10 RAYM	Parts	11/01/2021	349.02	349.02	11/10/2021
3184	MASTERCARD	2021_10 STOR	Lunch	11/01/2021	60.16	60.16	11/10/2021
3184	MASTERCARD	2021_10 STOR	Locker	11/01/2021	1,604.31	1,604.31	11/10/2021
3184	MASTERCARD	2021_10 STOR	Renewal Fee	11/01/2021	39.99	39.99	11/10/2021

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3184	MASTERCARD	2021_10 TARR	Storywalk Prizes	11/01/2021	441.75	441.75	11/10/2021
3184	MASTERCARD	2021_10 TARR	Storywalk supplies	11/01/2021	36.48	36.48	11/10/2021
3184	MASTERCARD	2021_10 TARR	Volleyball Net Supplies	11/01/2021	127.80	127.80	11/10/2021
3184	MASTERCARD	2021_10 TARR	Keys, batteries, audio	11/01/2021	21.50	21.50	11/10/2021
3184	MASTERCARD	2021_10 TARR	Keys	11/01/2021	44.03	44.03	11/10/2021
3184	MASTERCARD	2021_10 TARR	Needed for IRS submission 4Ran	11/01/2021	96.00	96.00	11/10/2021
3184	MASTERCARD	2021_10 TARR	Agenda Book	11/01/2021	19.90	19.90	11/10/2021
3184	MASTERCARD	2021_10 TARR	Sticky notes	11/01/2021	30.74	30.74	11/10/2021
3184	MASTERCARD	2021_10 WUL	masks	11/01/2021	399.80	399.80	11/10/2021
Total MASTERCARD:					23,282.12	23,282.12	
<b>MEYER ELECTRIC AND GROUNDS REPAIR, LLC</b>							
3812	MEYER ELECTRIC AND GROUN	805	NEW PUMP MOTOR	11/30/2021	267.40	267.40	12/08/2021
Total MEYER ELECTRIC AND GROUNDS REPAIR, LLC:					267.40	267.40	
<b>MISC</b>							
99999	MISC	15710944	Ambulance Overpayment	11/22/2021	217.70	217.70	11/30/2021
99999	MISC	1709	CDL EXAM	11/04/2021	120.00	120.00	11/30/2021
99999	MISC	34123842	Refund - Holiday Market	12/02/2021	50.00	50.00	12/08/2021
99999	MISC	34124321	Refund - Holiday Market	12/02/2021	50.00	50.00	12/08/2021
99999	MISC	34170604	Refund - Holiday Market	12/04/2021	60.00	60.00	12/08/2021
99999	MISC	460800	Overpayment on Account	11/12/2021	31.67	31.67	11/23/2021
99999	MISC	CR2021-009.1	JURY DUTY	12/01/2021	25.00	25.00	12/08/2021
99999	MISC	CR2021-009.1	JURY DUTY	12/01/2021	12.00	12.00	12/08/2021
99999	MISC	CR2021-009.11	JURY DUTY	12/01/2021	12.00	12.00	12/08/2021
99999	MISC	CR2021-009.1	JURY DUTY	12/01/2021	12.00	12.00	12/08/2021
99999	MISC	CR2021-009.1	JURY DUTY	12/01/2021	12.00	12.00	12/08/2021
99999	MISC	CR2021-009-.1	JURY DUTY	12/01/2021	12.00	12.00	12/08/2021
99999	MISC	CR2021-009.1	JURY DUTY	12/01/2021	12.00	12.00	12/08/2021
99999	MISC	CR2021-009.1	JURY DUTY	12/01/2021	12.00	12.00	12/08/2021
99999	MISC	CR2021-009.1	JURY DUTY	12/01/2021	12.00	12.00	12/08/2021
99999	MISC	CR2021-009.2	JURY DUTY	12/01/2021	25.00	25.00	12/08/2021
99999	MISC	CR2021-009.3	JURY DUTY	12/01/2021	25.00	25.00	12/08/2021
99999	MISC	CR2021-009.4	JURY DUTY	12/01/2021	25.00	25.00	12/08/2021
99999	MISC	CR2021-009.5	JURY DUTY	12/01/2021	25.00	25.00	12/08/2021
99999	MISC	CR2021-009.6	JURY DUTY	12/01/2021	25.00	25.00	12/08/2021
99999	MISC	CR2021-009.7	JURY DUTY	12/01/2021	12.00	12.00	12/08/2021
99999	MISC	CR2021-009.8	JURY DUTY	12/01/2021	12.00	12.00	12/08/2021
99999	MISC	CR2021-009.9	JURY DUTY	12/01/2021	12.00	12.00	12/08/2021
99999	MISC	TK2021-0092	Bond Release - A. Ledford	11/17/2021	685.00	685.00	11/30/2021
99999	MISC	TK2021-0386	Bond Release - L. Mele	11/17/2021	685.00	685.00	11/22/2021
Total MISC:					2,181.37	2,181.37	
<b>MISSOULA PUBLIC LIBRARY</b>							
3433	MISSOULA PUBLIC LIBRARY	2021.7.20	Heritage Quest SUBSCRIPTION	07/20/2021	902.36	902.36	11/30/2021
Total MISSOULA PUBLIC LIBRARY:					902.36	902.36	
<b>MOBILE REPAIR &amp; WELDING, INC</b>							
10	MOBILE REPAIR & WELDING, IN	32660	CUT HOLES IN CULVERTS.	10/07/2021	40.00	40.00	12/08/2021
10	MOBILE REPAIR & WELDING, IN	32673	SLOPE SHEETS	10/31/2021	1,631.33	1,631.33	11/23/2021
10	MOBILE REPAIR & WELDING, IN	32744	CUT MANHOLE COVER	11/05/2021	120.00	120.00	11/30/2021
10	MOBILE REPAIR & WELDING, IN	32759	Garbage Can Bases	11/17/2021	318.66	318.66	11/23/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MOBILE REPAIR & WELDING, INC:					2,109.99	2,109.99	
<b>MONTANA AIR CARTAGE</b>							
3808	MONTANA AIR CARTAGE	LVQ103121	Courier Service	11/01/2021	211.20	211.20	11/30/2021
Total MONTANA AIR CARTAGE:					211.20	211.20	
<b>MONTANA CORRECTIONAL ENTERPRISES</b>							
1180	MONTANA CORRECTIONAL EN	82484	OFFICE FURNITURE	11/17/2021	5,279.00	5,279.00	12/08/2021
Total MONTANA CORRECTIONAL ENTERPRISES:					5,279.00	5,279.00	
<b>MONTANA HISTORICAL SOCIETY</b>							
10002	MONTANA HISTORICAL SOCIET	2021.9.21	SUBSCRIPTION	09/21/2021	65.00	65.00	11/30/2021
Total MONTANA HISTORICAL SOCIETY:					65.00	65.00	
<b>MOUNTAIN MOBILE AUTO GLASS</b>							
2106	MOUNTAIN MOBILE AUTO GLAS	17908	M2 WINDSHIED REPAIR	11/22/2021	65.00	65.00	12/08/2021
Total MOUNTAIN MOBILE AUTO GLASS:					65.00	65.00	
<b>MT WATERWORKS</b>							
3016	MT WATERWORKS	36636	Parts	11/23/2021	5,096.17	5,096.17	12/08/2021
3016	MT WATERWORKS	36637	Parts	11/23/2021	964.00	964.00	12/08/2021
Total MT WATERWORKS:					6,060.17	6,060.17	
<b>MUNICIPAL CODE CORPORATION</b>							
3058	MUNICIPAL CODE CORPORATI	00366799	Subscription	11/23/2021	150.00	150.00	12/08/2021
3058	MUNICIPAL CODE CORPORATI	00366832	Annual Maint. Support	11/23/2021	3,800.00	3,800.00	12/08/2021
Total MUNICIPAL CODE CORPORATION:					3,950.00	3,950.00	
<b>MUNICIPAL EMERGENCY SERVICES</b>							
2604	MUNICIPAL EMERGENCY SERV	IN1600585	SCBA MASKS	07/19/2021	1,248.00	1,248.00	12/08/2021
2604	MUNICIPAL EMERGENCY SERV	IN1601490	NAME TAGS FOR TURNOUTS	07/21/2021	232.10	232.10	12/08/2021
2604	MUNICIPAL EMERGENCY SERV	IN1642709	Helmet Front	12/10/2021	120.00	120.00	11/30/2021
Total MUNICIPAL EMERGENCY SERVICES:					1,600.10	1,600.10	
<b>MURDOCH'S RANCH &amp; HOME SUPPLY</b>							
3688	MURDOCH'S RANCH & HOME S	K00601	kneepads	06/30/2021	45.98	45.98	12/08/2021
3688	MURDOCH'S RANCH & HOME S	K00646	T Post	07/15/2021	188.65	188.65	12/08/2021
3688	MURDOCH'S RANCH & HOME S	K00904	Circ Saw	09/29/2021	196.18	196.18	12/08/2021
3688	MURDOCH'S RANCH & HOME S	K01051	SUPPLIES	11/17/2021	93.68	93.68	11/30/2021
Total MURDOCH'S RANCH & HOME SUPPLY:					524.49	524.49	
<b>MURPHY'S HEATING SERVICE</b>							
3802	MURPHY'S HEATING SERVICE	2021_11_04	330 BENNETT ST	11/04/2021	1,115.00	1,115.00	11/23/2021
Total MURPHY'S HEATING SERVICE:					1,115.00	1,115.00	
<b>NORTHWEST PIPE FITTINGS, INC</b>							
423	NORTHWEST PIPE FITTINGS, I	5625627	SUPPLIES	11/03/2021	42.84	42.84	11/23/2021

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total NORTHWEST PIPE FITTINGS, INC:					42.84	42.84	
<b>NORTHWESTERN ENERGY</b>							
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	11/11/2021	324.19	324.19	12/08/2021
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	11/11/2021	324.20	324.20	12/08/2021
151	NORTHWESTERN ENERGY	0709794-2 202	WRF 316 Bennett	11/04/2021	1,079.51	1,079.51	12/08/2021
151	NORTHWESTERN ENERGY	0709796-7 202	97 View Vista Drive	11/11/2021	6.00	6.00	12/08/2021
151	NORTHWESTERN ENERGY	0709869-2 202	Carol Lane	11/11/2021	119.25	119.25	12/08/2021
151	NORTHWESTERN ENERGY	0709870-0 202	G Street Park - 422 S G	11/11/2021	150.05	150.05	12/08/2021
151	NORTHWESTERN ENERGY	0709871-8 202	Star Addition - Lights	11/11/2021	275.19	275.19	12/08/2021
151	NORTHWESTERN ENERGY	0709873-4 202	800 W Cambridge - Pump Station	11/11/2021	29.06	29.06	12/08/2021
151	NORTHWESTERN ENERGY	0709874-2 202	Werner Addition Pump	11/08/2021	562.14	562.14	12/08/2021
151	NORTHWESTERN ENERGY	0709875-9 202	900 River Drive Pump	11/08/2021	2,445.66	2,445.66	12/08/2021
151	NORTHWESTERN ENERGY	0709876-7 202	132 South B Street - B St Well	11/08/2021	1,263.35	1,263.35	12/08/2021
151	NORTHWESTERN ENERGY	0709878-3 202	227 River Drive - Concessions sta	11/08/2021	33.52	33.52	12/08/2021
151	NORTHWESTERN ENERGY	0709879-1 202	227 River Drive - Softball Field	11/08/2021	19.68	19.68	12/08/2021
151	NORTHWESTERN ENERGY	0709886-6 202	200 E Reservoir	11/11/2021	72.63	72.63	12/08/2021
151	NORTHWESTERN ENERGY	0709891-6 202	Cemetery Road Shop - 15 Fleshm	11/11/2021	14.56	14.56	12/08/2021
151	NORTHWESTERN ENERGY	0709892-4 202	40 Water Tower Avenue	11/11/2021	42.18	42.18	12/08/2021
151	NORTHWESTERN ENERGY	0709894-0 202	56 Water Tower	11/04/2021	482.50	482.50	12/08/2021
151	NORTHWESTERN ENERGY	0709914-6 202	1011 River Dr - Edge Water Sewe	11/05/2021	20.66	20.66	12/08/2021
151	NORTHWESTERN ENERGY	0719058-0 202	3 Rogers Lane Lift Station	11/05/2021	73.43	73.43	12/08/2021
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	11/04/2021	225.95	225.95	12/08/2021
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	11/04/2021	225.95	225.95	12/08/2021
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	11/04/2021	225.96	225.96	12/08/2021
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	11/04/2021	225.96	225.96	12/08/2021
151	NORTHWESTERN ENERGY	0720176-7 202	Weimer Park	11/11/2021	7.82	7.82	12/08/2021
151	NORTHWESTERN ENERGY	1134866-1 202	N 2nd & Montana & Chinook	11/11/2021	48.75	48.75	12/08/2021
151	NORTHWESTERN ENERGY	1134879-4 202	N 7th & Montana & Chinook	11/11/2021	25.09	25.09	12/08/2021
151	NORTHWESTERN ENERGY	1155965-5 202	229 River Drive	11/11/2021	6.00	6.00	12/08/2021
151	NORTHWESTERN ENERGY	1290352-2 202	School Flasher Park & 13th	11/11/2021	8.98	8.98	12/08/2021
151	NORTHWESTERN ENERGY	1441030-2 202	D & Geyser Well House	11/08/2021	1,370.05	1,370.05	12/08/2021
151	NORTHWESTERN ENERGY	1452951-5 202	Starlow on Monroe	11/05/2021	339.86	339.86	12/08/2021
151	NORTHWESTERN ENERGY	1493850-0 202	412 W Callender	11/11/2021	63.27	63.27	12/08/2021
151	NORTHWESTERN ENERGY	1498936-2 202	I90 & 89S-ing	11/11/2021	6.00	6.00	12/08/2021
151	NORTHWESTERN ENERGY	1594141-2 202	9th & 10th Lift Station	11/05/2021	37.39	37.39	12/08/2021
151	NORTHWESTERN ENERGY	1613803-4 202	M & N on Callender	11/11/2021	57.01	57.01	12/08/2021
151	NORTHWESTERN ENERGY	1728687-3 202	Transfer Station 408 Bennett Stre	11/04/2021	341.39	341.39	12/08/2021
151	NORTHWESTERN ENERGY	1747570-8 202	D & E on Callender	11/11/2021	42.58	42.58	12/08/2021
151	NORTHWESTERN ENERGY	1747572-4 202	F & G on Callender	11/11/2021	27.81	27.81	12/08/2021
151	NORTHWESTERN ENERGY	1893530-4 202	600 W Park	11/11/2021	60.67	60.67	12/08/2021
151	NORTHWESTERN ENERGY	1893536-1 202	E Street & Alley	11/11/2021	31.21	31.21	12/08/2021
151	NORTHWESTERN ENERGY	1893541-1 202	18 W Park	11/11/2021	80.67	80.67	12/08/2021
151	NORTHWESTERN ENERGY	1906055-7 202	815 North 13th - Soccer Fields	11/11/2021	1.83	1.83	12/08/2021
151	NORTHWESTERN ENERGY	2021.11.29 010	0107897-1 228 W CALLENDER	11/09/2021	1,909.86	1,909.86	11/30/2021
151	NORTHWESTERN ENERGY	2023479-5 202	900 W Geyser Street School Light	11/11/2021	6.37	6.37	12/08/2021
151	NORTHWESTERN ENERGY	2023484-5 202	1100 W Geyser Street School Lig	11/11/2021	6.37	6.37	12/08/2021
151	NORTHWESTERN ENERGY	2114861-4 202	132 South B Street Lights	11/11/2021	161.60	161.60	12/08/2021
151	NORTHWESTERN ENERGY	2138754-3 202	G Street Park - Mike Webb Park	11/11/2021	6.27	6.27	12/08/2021
151	NORTHWESTERN ENERGY	2171060-3 202	Scale House 408 Bennett Street	11/11/2021	53.58	53.58	12/08/2021
151	NORTHWESTERN ENERGY	3015965-1 202	330 Bennett - Fire Training Center	11/11/2021	45.99	45.99	12/08/2021
151	NORTHWESTERN ENERGY	3093003-6 202	114 West Summit	11/11/2021	26.48	26.48	12/08/2021
151	NORTHWESTERN ENERGY	3093023-4 202	320 North Main	11/11/2021	3.55	3.55	12/08/2021
151	NORTHWESTERN ENERGY	3093027-5 202	105 West Park	11/11/2021	43.09	43.09	12/08/2021
151	NORTHWESTERN ENERGY	3141997-1 202	C & D on Lewis	11/11/2021	22.00	22.00	12/08/2021
151	NORTHWESTERN ENERGY	3184602-5 202	202 South 2nd	11/11/2021	15.33	15.33	12/08/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	3210240-2 202	616 River Drive	11/11/2021	6.00	6.00	12/08/2021
151	NORTHWESTERN ENERGY	3258086-2 202	2800 East Park Lift Station	11/11/2021	247.16	247.16	12/08/2021
151	NORTHWESTERN ENERGY	3258262-9 202	320 Alpenglow Lift Station	11/04/2021	179.56	179.56	12/08/2021
151	NORTHWESTERN ENERGY	3267010-1 202	330 Bennett - Compactor	11/04/2021	53.20	53.20	12/08/2021
151	NORTHWESTERN ENERGY	3286284-9 11.5	101 star rd	01/15/2021	23.65	23.65	11/30/2021
151	NORTHWESTERN ENERGY	3287727-6 202	320 Alpenglow LN-	11/11/2021	37.84	37.84	12/08/2021
151	NORTHWESTERN ENERGY	3386783-9 202	Btwn G and H on Clark	11/11/2021	36.91	36.91	12/08/2021
151	NORTHWESTERN ENERGY	3386845-6 202	Btwn I and K on Callender	11/11/2021	28.54	28.54	12/08/2021
151	NORTHWESTERN ENERGY	3386846-4 202	Btwn 7th and 8th on Summit	11/11/2021	23.31	23.31	12/08/2021
151	NORTHWESTERN ENERGY	3506014-4 202	Brookstone/Elm	11/11/2021	5.92	5.92	12/08/2021
151	NORTHWESTERN ENERGY	3566038-0 202	114 East Callender	11/11/2021	19.50	19.50	12/08/2021
151	NORTHWESTERN ENERGY	3566039-8 202	115 East Lewis	11/11/2021	15.72	15.72	12/08/2021
151	NORTHWESTERN ENERGY	3585235-9 202	New WRF 316 Bennett	11/04/2021	14,083.47	14,083.47	12/08/2021
151	NORTHWESTERN ENERGY	3643752-3 202	115 East Clark	11/11/2021	14.30	14.30	12/08/2021
151	NORTHWESTERN ENERGY	3643753-1 202	112 East Clark	11/11/2021	33.22	33.22	12/08/2021
151	NORTHWESTERN ENERGY	3678204-3 202	502 River Dr. Pmp	11/09/2021	8.87	8.87	12/08/2021
151	NORTHWESTERN ENERGY	3725873-8 202	340 Bennett	11/11/2021	32.35	32.35	12/08/2021
151	NORTHWESTERN ENERGY	3753023-5 202	410 Bennett Transfer St Shop	11/05/2021	319.58	319.58	12/08/2021
151	NORTHWESTERN ENERGY	3787060-7 202	Green Acres Lights	11/11/2021	69.50	69.50	12/08/2021
151	NORTHWESTERN ENERGY	3787427-8 202	Green Acres	11/11/2021	213.05	213.05	12/08/2021
151	NORTHWESTERN ENERGY	3828216-6 202	203 W Callender	11/11/2021	6.00	6.00	12/08/2021
151	NORTHWESTERN ENERGY	3837245-4 11/9	220 E Park St.	11/09/2021	351.85	351.85	11/23/2021
151	NORTHWESTERN ENERGY	3867654-0 202	2222 Willow Dr. Lt A	11/11/2021	.00	.00	
151	NORTHWESTERN ENERGY	3913678-3 202	Green Acres Park - opening bill	11/04/2021	8.70	8.70	12/08/2021

Total NORTHWESTERN ENERGY:

28,916.65 28,916.65

**O'REILLY AUTOMOTIVE, INC**

2437	O'REILLY AUTOMOTIVE, INC	1558-264394	Trans Fluid	12/01/2021	15.97	15.97	12/08/2021
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Total O'REILLY AUTOMOTIVE, INC:

15.97 15.97

**PARK COUNTY**

272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	52.41	52.41	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	31.45	31.45	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	20.96	20.96	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	16.98	16.98	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	20.96	20.96	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	10.48	10.48	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	31.45	31.45	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	157.24	157.24	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	10.48	10.48	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	73.38	73.38	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	3.98	3.98	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	20.96	20.96	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	104.82	104.82	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	6.39	6.39	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	31.45	31.45	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	8.70	8.70	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	57.65	57.65	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	10.48	10.48	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	8.91	8.91	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	26.21	26.21	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	41.93	41.93	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	10.48	10.48	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	7.44	7.44	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	41.93	41.93	12/08/2021

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	10.48	10.48	12/08/2021
272	PARK COUNTY	2021_09	LOG ME IN	10/01/2021	73.40	73.40	12/08/2021
272	PARK COUNTY	2021_09	TOWELS/MATS	10/01/2021	13.65	13.65	12/08/2021
272	PARK COUNTY	2021_09	TOWELS/MATS	10/01/2021	37.82	37.82	12/08/2021
272	PARK COUNTY	2021_09	SPRAY COURTHOUSE LAWN	10/01/2021	74.00	74.00	12/08/2021
272	PARK COUNTY	2021_09	TOWELS/MATS	10/01/2021	46.51	46.51	12/08/2021
272	PARK COUNTY	2021_09	RECYCLING	10/01/2021	51.80	51.80	12/08/2021
272	PARK COUNTY	2021_09	SUPPLIES	10/01/2021	8.87	8.87	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	364.50	364.50	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	218.70	218.70	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	145.80	145.80	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	118.10	118.10	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	145.80	145.80	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	72.90	72.90	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	218.70	218.70	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	1,093.49	1,093.49	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	72.90	72.90	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	510.29	510.29	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	27.70	27.70	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	145.80	145.80	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	728.99	728.99	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	44.47	44.47	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	218.70	218.70	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	60.51	60.51	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	400.94	400.94	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	72.90	72.90	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	61.96	61.96	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	182.25	182.25	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	291.60	291.60	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	72.90	72.90	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	51.76	51.76	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	291.60	291.60	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	72.90	72.90	12/08/2021
272	PARK COUNTY	2021_09	FIREWALL SUBSCRIPTION	10/01/2021	510.26	510.26	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	267.72	267.72	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	160.63	160.63	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	107.09	107.09	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	86.74	86.74	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	107.09	107.09	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	53.54	53.54	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	160.63	160.63	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	803.16	803.16	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	53.54	53.54	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	374.81	374.81	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	20.35	20.35	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	107.09	107.09	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	535.44	535.44	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	32.66	32.66	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	160.63	160.63	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	44.44	44.44	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	294.49	294.49	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	53.54	53.54	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	45.51	45.51	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	133.86	133.86	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	214.18	214.18	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	53.54	53.54	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	38.02	38.02	12/08/2021

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	214.18	214.18	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	53.54	53.54	12/08/2021
272	PARK COUNTY	2021_09	IT SOFTWARE LICENSING	10/01/2021	374.78	374.78	12/08/2021
272	PARK COUNTY	2021_09	ANNUAL FIRE ALARM INSPECTI	10/01/2021	288.60	288.60	12/08/2021
272	PARK COUNTY	2021_09	COURTHOUSE MOWING	10/01/2021	293.41	293.41	12/08/2021
272	PARK COUNTY	2021_09	COL PH/INT 23.5%	10/01/2021	196.97	196.97	12/08/2021
272	PARK COUNTY	2021_09	COL PH/INT 23.5%	10/01/2021	1,463.15	1,463.15	12/08/2021
272	PARK COUNTY	2021_09	COL PH/INT OTHER SITES	10/01/2021	822.86	822.86	12/08/2021
272	PARK COUNTY	2021_09	COL PH/INT OTHER SITES	10/01/2021	190.97	190.97	12/08/2021
272	PARK COUNTY	2021_09	COL PH/INT OTHER SITES	10/01/2021	190.97	190.97	12/08/2021
272	PARK COUNTY	2021_09	COL PH/INT OTHER SITES	10/01/2021	190.97	190.97	12/08/2021
272	PARK COUNTY	2021_09	COL PH/INT OTHER SITES	10/01/2021	190.97	190.97	12/08/2021
272	PARK COUNTY	2021_09	COL PH/INT OTHER SITES	10/01/2021	763.86	763.86	12/08/2021
272	PARK COUNTY	2021_09	COL PH/INT OTHER SITES	10/01/2021	219.52	219.52	12/08/2021
272	PARK COUNTY	2021_09	COL PH/INT OTHER SITES	10/01/2021	219.52	219.52	12/08/2021
272	PARK COUNTY	2021_09	COL PH/INT OTHER SITES	10/01/2021	109.76	109.76	12/08/2021
272	PARK COUNTY	2021_09	COL PH/INT OTHER SITES	10/01/2021	21.95	21.95	12/08/2021
272	PARK COUNTY	2021_09	COL PH/INT OTHER SITES	10/01/2021	87.81	87.81	12/08/2021
272	PARK COUNTY	2021_09	REAR DOOR CLOSER	10/01/2021	81.40	81.40	12/08/2021
272	PARK COUNTY	2021_09	KEYS	10/01/2021	8.70	8.70	12/08/2021
272	PARK COUNTY	2021_09	TP DISPENSERS	10/01/2021	35.63	35.63	12/08/2021
272	PARK COUNTY	2021_09	SUPPLIES	10/01/2021	5.55	5.55	12/08/2021
272	PARK COUNTY	2021_09	TOWELS/MATS	10/01/2021	47.58	47.58	12/08/2021
272	PARK COUNTY	2021_09	SUPPLIES	10/01/2021	29.11	29.11	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	84.65	84.65	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	50.79	50.79	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	33.86	33.86	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	27.43	27.43	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	33.86	33.86	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	16.93	16.93	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	50.79	50.79	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	253.95	253.95	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	16.93	16.93	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	118.51	118.51	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	6.43	6.43	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	33.86	33.86	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	169.30	169.30	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	10.33	10.33	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	50.79	50.79	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	14.05	14.05	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	93.12	93.12	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	16.93	16.93	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	14.39	14.39	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	42.33	42.33	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	67.72	67.72	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	16.93	16.93	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	12.02	12.02	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	67.72	67.72	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	16.93	16.93	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	118.52	118.52	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	13.87	13.87	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	8.32	8.32	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	5.55	5.55	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	4.50	4.50	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	5.55	5.55	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	2.77	2.77	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	8.32	8.32	12/08/2021



Report dates: 11/20/2021-12/9/2021

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	41.62	41.62	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	2.77	2.77	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	19.42	19.42	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	1.05	1.05	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	5.55	5.55	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	27.75	27.75	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	1.69	1.69	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	8.32	8.32	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	2.30	2.30	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	15.26	15.26	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	2.77	2.77	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	2.36	2.36	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	6.94	6.94	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	11.10	11.10	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	2.77	2.77	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	1.97	1.97	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	11.10	11.10	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	2.77	2.77	12/08/2021
272	PARK COUNTY	2021_09	POST STANDARD SUPPORT	10/01/2021	19.47	19.47	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	41.53	41.53	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	24.92	24.92	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	16.61	16.61	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	13.46	13.46	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	16.61	16.61	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	8.31	8.31	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	24.92	24.92	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	124.60	124.60	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	8.31	8.31	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	58.15	58.15	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	3.16	3.16	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	16.61	16.61	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	83.07	83.07	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	5.07	5.07	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	24.92	24.92	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	6.89	6.89	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	45.69	45.69	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	8.31	8.31	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	7.06	7.06	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	20.77	20.77	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	33.23	33.23	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	8.31	8.31	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	5.90	5.90	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	33.23	33.23	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	8.31	8.31	12/08/2021
272	PARK COUNTY	2021_09	PRO SUPPORT PLUS	10/01/2021	58.11	58.11	12/08/2021
272	PARK COUNTY	2021_09	SUPPLIES	10/01/2021	26.63	26.63	12/08/2021
272	PARK COUNTY	2021_09	SUPPLIES	10/01/2021	1.92	1.92	12/08/2021
272	PARK COUNTY	2021_09	IT SUPPORT	10/01/2021	157.50	157.50	12/08/2021
272	PARK COUNTY	2021_09	SEP G-TAC	10/01/2021	533.44	533.44	12/08/2021
272	PARK COUNTY	2021_09	SEPT NET MOTION FEES	10/01/2021	130.05	130.05	12/08/2021
272	PARK COUNTY	2021_09	FINANCE OFFICE NETWORK M	10/01/2021	2,750.00	2,750.00	12/08/2021
272	PARK COUNTY	2021_09	TOWELS/MATS	10/01/2021	42.57	42.57	12/08/2021
272	PARK COUNTY	2021_09	SUPPLIES	10/01/2021	55.45	55.45	12/08/2021
272	PARK COUNTY	2021_09	SUPPLIES	10/01/2021	3.70	3.70	12/08/2021
272	PARK COUNTY	2021_09	SEPT- POWER BILL	10/01/2021	2,480.53	2,480.53	12/08/2021
272	PARK COUNTY	2021_09	ANALOG LINE - ELAVATOR	10/01/2021	8.64	8.64	12/08/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PARK COUNTY:					25,901.95	25,901.95	
<b>PARK COUNTY CLERK &amp; RECORDER</b>							
1553	PARK COUNTY CLERK & RECO	2021.11.2	BALLOT ELECTION	11/29/2021	10,985.79	10,985.79	12/08/2021
1553	PARK COUNTY CLERK & RECO	3012	Ord. No. 3012: Zoning Bronson C	11/24/2021	32.00	32.00	11/30/2021
1553	PARK COUNTY CLERK & RECO	3022	Ord. No. 3022: Zoning North O St.	11/24/2021	32.00	32.00	11/30/2021
Total PARK COUNTY CLERK & RECORDER:					11,049.79	11,049.79	
<b>PARK COUNTY HEALTH DEPT</b>							
255	PARK COUNTY HEALTH DEPT	81	Flu Immunizations	11/01/2021	200.00	200.00	11/30/2021
Total PARK COUNTY HEALTH DEPT:					200.00	200.00	
<b>QUALITY CONTROL SERVICES, INC.</b>							
258	QUALITY CONTROL SERVICES,	65303	Onsite service	10/22/2021	1,150.00	1,150.00	11/23/2021
Total QUALITY CONTROL SERVICES, INC.:					1,150.00	1,150.00	
<b>QUILL CORPORATION</b>							
694	QUILL CORPORATION	20324695	2 CARTONS 8.5X11	10/18/2021	61.98	61.98	11/30/2021
Total QUILL CORPORATION:					61.98	61.98	
<b>RDO EQUIPMENT</b>							
3592	RDO EQUIPMENT	W1225616	410L Backhoe Loader	11/15/2021	10,896.54	10,896.54	11/23/2021
Total RDO EQUIPMENT:					10,896.54	10,896.54	
<b>REDSTONE LEASING</b>							
3842	REDSTONE LEASING	2022_01	Lease 39 OF 60	01/01/2022	203.07	203.07	12/08/2021
Total REDSTONE LEASING:					203.07	203.07	
<b>REPUBLIC SERVICES #670</b>							
10000	REPUBLIC SERVICES #670	0670-0003080	Dispoal/Recycling	10/31/2021	85,323.61	85,323.61	11/23/2021
Total REPUBLIC SERVICES #670:					85,323.61	85,323.61	
<b>ROCKY MOUNTAIN PRINT SOLUTIONS</b>							
10001	ROCKY MOUNTAIN PRINT SOL	211014-080.2	UTILITY BILLS	11/04/2021	30.00	30.00	11/30/2021
Total ROCKY MOUNTAIN PRINT SOLUTIONS:					30.00	30.00	
<b>SAFETRAC</b>							
3143	SAFETRAC	34052	CDL Services	12/01/2021	250.00	250.00	12/08/2021
Total SAFETRAC:					250.00	250.00	
<b>SISTER CITIES INTERNATIONAL</b>							
515	SISTER CITIES INTERNATIONA	4097615	2021 MEMBERSHIP	01/01/2021	310.00	310.00	12/08/2021
Total SISTER CITIES INTERNATIONAL:					310.00	310.00	
<b>SPECIAL LUBE</b>							
1814	SPECIAL LUBE	224-280-168	49-662 Oil Change	11/10/2021	74.17	74.17	11/23/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1814	SPECIAL LUBE	224-280-233	49534 Oil Change	11/12/2021	94.95	94.95	11/23/2021
1814	SPECIAL LUBE	224-280-236	49364 Oil Change	11/12/2021	69.95	69.95	11/23/2021
Total SPECIAL LUBE:					239.07	239.07	
<b>STAFFORD ANIMAL SHELTER</b>							
1439	STAFFORD ANIMAL SHELTER	2021_10	Boarding, Vaccines, Euthanasia	11/04/2021	1,390.00	1,390.00	12/08/2021
Total STAFFORD ANIMAL SHELTER:					1,390.00	1,390.00	
<b>SWINGSETMALL.COM</b>							
10003	SWINGSETMALL.COM	108986	SWING SET	11/22/2021	5,160.00	5,160.00	11/30/2021
Total SWINGSETMALL.COM:					5,160.00	5,160.00	
<b>SWS EQUIPMENT</b>							
10000	SWS EQUIPMENT	0137794-IN	SWITCH BANK	11/08/2021	689.74	689.74	11/23/2021
Total SWS EQUIPMENT:					689.74	689.74	
<b>TANK HOLDING CORP.</b>							
10003	TANK HOLDING CORP.	0000397926	GARBAGE CANS	11/22/2021	2,939.34	2,939.34	12/08/2021
Total TANK HOLDING CORP.:					2,939.34	2,939.34	
<b>TEAR IT UP L.L.C.</b>							
2999	TEAR IT UP L.L.C.	50683	Shredding	11/10/2021	46.22	46.22	11/23/2021
Total TEAR IT UP L.L.C.:					46.22	46.22	
<b>THOMSON REUTERS - WEST</b>							
2823	THOMSON REUTERS - WEST	845449490	Information Charges	12/01/2021	309.57	309.57	12/08/2021
Total THOMSON REUTERS - WEST:					309.57	309.57	
<b>TK ELEVATOR CORPORATION</b>							
10003	TK ELEVATOR CORPORATION	3006260988	MAINT CONTRACT	11/01/2021	1,040.88	1,040.88	11/30/2021
Total TK ELEVATOR CORPORATION:					1,040.88	1,040.88	
<b>TOM'S JEWELERS</b>							
10002	TOM'S JEWELERS	16915	Engraving	11/23/2021	44.00	44.00	12/08/2021
Total TOM'S JEWELERS:					44.00	44.00	
<b>TOWN &amp; COUNTRY FOODS - LIVINGSTON</b>							
2595	TOWN & COUNTRY FOODS - LI	7/18/21 823600	WATER	07/18/2021	11.21	11.21	12/08/2021
2595	TOWN & COUNTRY FOODS - LI	8/31/21 823600	Cleaning supplies	08/31/2021	65.34	65.34	12/08/2021
Total TOWN & COUNTRY FOODS - LIVINGSTON:					76.55	76.55	
<b>TRI-COUNTY HEATING &amp; COOLING</b>							
757	TRI-COUNTY HEATING & COOLI	144769	Clean Heater Sensors	11/12/2021	80.62	80.62	12/08/2021
757	TRI-COUNTY HEATING & COOLI	144769	Clean Heater Sensors	11/12/2021	80.63	80.63	12/08/2021
Total TRI-COUNTY HEATING & COOLING:					161.25	161.25	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>US BANK</b>							
845	US BANK	1870094	0068485NS	11/17/2021	31,512.50	31,512.50	11/30/2021
845	US BANK	1870229	0039414NS	11/18/2021	9,796.88	9,796.88	11/30/2021
845	US BANK	1874603	999CTLY5	11/26/2021	5,000.00	5,000.00	11/30/2021
845	US BANK	1874603	999CTLY5	11/26/2021	806.25	806.25	11/30/2021
845	US BANK	1874604	9999JVPC3	11/26/2021	86,000.00	86,000.00	11/30/2021
845	US BANK	1874604	9999JVPC3	11/26/2021	61,387.50	61,387.50	11/30/2021
845	US BANK	1874605	9999JS9E4	11/26/2021	80,000.00	80,000.00	11/30/2021
845	US BANK	1874605	9999JS9E4	11/26/2021	74,600.00	74,600.00	11/30/2021
845	US BANK	1874606	9999CTM87	11/26/2021	9,000.00	9,000.00	11/30/2021
845	US BANK	1874606	9999CTM87	11/26/2021	1,452.50	1,452.50	11/30/2021
845	US BANK	1874607	999CTLU23	11/26/2021	11,000.00	11,000.00	11/30/2021
845	US BANK	1874607	999CTLU23	11/26/2021	1,762.50	1,762.50	11/30/2021
845	US BANK	2021.11.19 9C	9CTLTZ2	11/19/2021	9,000.00	9,000.00	11/30/2021
845	US BANK	2021.11.19 9C	9CTLTZ2	11/19/2021	1,500.00	1,500.00	11/30/2021
845	US BANK	2021.11.19 9C	9CTLU15	11/19/2021	22,000.00	22,000.00	11/30/2021
845	US BANK	2021.11.19 9C	9CTLU15	11/19/2021	3,450.00	3,450.00	11/30/2021
Total US BANK:					408,268.13	408,268.13	
<b>US BANK EQUIPMENT FINANCE</b>							
10001	US BANK EQUIPMENT FINANCE	457306116	PRINTER	11/05/2021	270.49	270.49	11/30/2021
Total US BANK EQUIPMENT FINANCE:					270.49	270.49	
<b>UTILITIES UNDERGROUND LOCATION</b>							
3472	UTILITIES UNDERGROUND LO	1105089	Excavation Notifications	10/31/2021	121.93	121.93	11/23/2021
3472	UTILITIES UNDERGROUND LO	1105089	Excavation Notifications	10/31/2021	121.94	121.94	11/23/2021
3472	UTILITIES UNDERGROUND LO	1105089	Excavation Notifica	10/31/2021	121.94	121.94	11/23/2021
Total UTILITIES UNDERGROUND LOCATION:					365.81	365.81	
<b>VITRUVIAN PLANNING</b>							
10002	VITRUVIAN PLANNING	2021-34	TRAILS & TRANSPORTATION PL	11/15/2021	8,445.00	8,445.00	11/30/2021
Total VITRUVIAN PLANNING:					8,445.00	8,445.00	
<b>WASTECO SUPPLY</b>							
2086	WASTECO SUPPLY	2020	300 Gallon Can	11/02/2021	2,975.00	2,975.00	11/23/2021
Total WASTECO SUPPLY:					2,975.00	2,975.00	
<b>WESTERN DRUG</b>							
1396	WESTERN DRUG	349062	Glucose Test Strips	11/15/2021	141.38	141.38	11/30/2021
Total WESTERN DRUG:					141.38	141.38	
<b>WESTERN MUNICIPAL CONSTRUCTION, INC.</b>							
10000	WESTERN MUNICIPAL CONSTR	2 - 5TH STREE	5th street sewer	07/06/2021	18,801.09	18,801.09	11/23/2021
10000	WESTERN MUNICIPAL CONSTR	2 - 5TH STREE	1% Gross Receipts Tax	07/06/2021	188.01-	188.01-	11/23/2021
Total WESTERN MUNICIPAL CONSTRUCTION, INC.:					18,613.08	18,613.08	
<b>WHISTLER TOWING, LLC</b>							
3237	WHISTLER TOWING, LLC	13267	Towing	11/09/2021	125.00	125.00	12/08/2021
3237	WHISTLER TOWING, LLC	35430	Towing	11/19/2021	250.00	250.00	12/08/2021
3237	WHISTLER TOWING, LLC	6604	REPLACE DEF PUMP	11/16/2021	1,645.90	1,645.90	11/30/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3237	WHISTLER TOWING, LLC	6609	2012 FREIGHTLINER	11/19/2021	262.50	262.50	12/08/2021
3237	WHISTLER TOWING, LLC	6689	OIL CHANGE M2	11/22/2021	83.23	83.23	12/08/2021
Total WHISTLER TOWING, LLC:					2,366.63	2,366.63	
<b>WISPWEST.NET</b>							
2087	WISPWEST.NET	687995	CC internet	12/01/2021	53.21	53.21	12/08/2021
Total WISPWEST.NET:					53.21	53.21	
<b>WOODS ROSE MARKET</b>							
3747	WOODS ROSE MARKET	1035	FLAG POLE BED	12/02/2021	213.75	213.75	12/08/2021
Total WOODS ROSE MARKET:					213.75	213.75	
Grand Totals:					802,912.67	802,912.67	

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**File Attachments for Item:**

**C. ACCEPTING PARKS AND TRAILS RECOMMENDATION TO APPOINT TIM STEVENS TO BOARD TO SERVE A FOUR 4-YEAR TERM.**

**From:** [jsouvigney@gmail.com](mailto:jsouvigney@gmail.com)  
**To:** [Dorel Hoglund](#); [Michael Kardoes](#)  
**Cc:** [Faith Kinnick](#)  
**Subject:** PTC Recommendation for Tim Stevens appointment to PTC  
**Date:** Thursday, November 18, 2021 8:20:36 AM  
**Attachments:** [Stevens application for PTC Oct 2021\\_20211022\\_0001.pdf](#)

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Hi, Dorel,

At its meeting last night, the Parks & Trails Committee voted unanimously to recommend Tim Stevens for an opening on the Parks & Trails Committee, effective January 1, 2022, for a term of four years.

Tim, one of two applicants interviewed for the vacancy, is a long-time resident of Livingston and noted that he considers parks and trails to be a vital social and economic asset for the community. He is a former City Commissioner, served on the Livingston Youth Soccer Board for about 16 years and was involved in the development of the Northside Soccer Park and the cleanup and reclamation of Mayors Landing. He has a long history in fundraising and managing grants. At his interview, he indicated his strong interest in helping to improve hiking, biking and walking trails within the city, the potential for a larger trail network and safety for residents accessing our parks and trails system through town. He is committed to being an active member of the Parks & Trails Committee, and is knowledgeable, friendly and excited to get on board.

We urge the Commission to approve Tim’s appointment to the Parks & Trails Committee.

Thank you.

Jeanne-Marie Souvigney  
Chair, Livingston Parks & Trails Committee

Jeanne-Marie Souvigney  
(406) 581-8942  
[jsouvigney@gmail.com](mailto:jsouvigney@gmail.com)

**City of Livingston**  
**Application for Appointed Office**  
(Revised 3/20/20)

**Appointed Position Seeking:** Parks and Trails Committee

**Date of Application:** 10/20/21

Name: Tim Stevens

Signed: Tim Stevens

Address: 315 N. 3rd St.

Telephone: daytime 406-223-3137

after 5:00 p.m.: 406-223-3137

Fax Number: 406-333-2123

e-mail address: tstevensmt4@gmail.com

1. Are you a resident of the City of Livingston? yes
2. Are you a registered voter? yes
3. Will you be at least 18 years of age at the time of the appointment? yes
4. Describe the reasons you are interested in this appointment: Parks and trails are a vital asset to our community.

They are our gathering places; they weave our community together. They are an economic asset. I like what the committee is doing and would like to be part of it.

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

- A. Occupation: I worked for a National Parks focused organization for 11 years. I now work for a charitable foundation that exposes me to a lot of similar work going on in MT.
- B. Education: Bachelor of Science in Natural Resource Management; Colorado State
- C. Experience: Involved in development of Northside park and Mayors Landing.

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? yes

I served on the Livingston City Commission for a term in '99-2000(ish). Livingston Youth Soccer Board for about 16 years.

7. Are you currently serving on any Community Boards? no
  - A. If yes, please describe those boards. n/a
8. Current Employer? The Kendeda Fund
9. Are you available for night meetings? yes
10. Are you available for daytime meetings? yes if I have a heads up
11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? No
12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? Recuse myself from voting on the matter in which there's a potential conflict.

**THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.**

Return completed applications to Faith Kinnick at [fkinnick@livingstonmontana.org](mailto:fkinnick@livingstonmontana.org) or drop off in person at the City/County Complex 414 E. Callender St.



Timothy R. Stevens

315 N. 3<sup>rd</sup> St.  
Livingston, MT 59047  
406-223-3137  
[tstevensmt4@gmail.com](mailto:tstevensmt4@gmail.com)

**Experience**

2015-Present    The Kendeda Fund  
Livingston, MT

**Montana and Veterans Fund Advisor**

- Oversee all grants and grant activities for Montana, Veterans and Civic Engagement Funds. Manage 80+ grants; About \$10 million in philanthropy annually.

2008-2015      National Parks Conservation Association (NPCA)  
Livingston, MT

**Senior Regional Director, Northern Rockies Region**

- Supervise all NPCA programs, staff and campaigns in NPCA’s Northern Rockies Region (MT, WY, ID, ND)
- Oversee staff of 8 in Montana and Wyoming
- Develop, implement conservation programs, campaigns and strategies for region
- Lead collaborative conservation efforts and engage wide variety of stakeholders and interests in local and national priority work
- Implement and oversee comprehensive strategy to engage and ally with new and diverse partners across the range of backgrounds and interests in priority issues and work
- Oversaw creation and application of Yellowstone Pronghorn restoration program, focused on engaging park-adjacent landowners in voluntary pronghorn habitat restoration projects
- Lead staff in execution of key national programs, including NPCA’s Landscape Conservation program

2004-2008      National Parks Conservation Association (NPCA)  
Livingston, MT

**Senior Manager, Yellowstone Program**

- Managed all aspects of the successful launching, management and operation of one of NPCA’s most productive and highest profile field offices.
- Initiated and led ‘Gateways to Yellowstone,’ an educational/outreach project focused on developing new collaborative partnerships with non-traditional allies in Yellowstone’s gateway communities.
- Responsible for securing all financial support for office from a combination of grants, donors, members and events. Successfully grew budget by over 60% in three years.
- Developed strong working relationships with state and federal agency partners, researchers, elected officials and their staffs, area business and community leaders,

landowners, local citizens and other non-profit organization representatives.

- Facilitated and led multi-organizational coalitions on a variety of issues and projects. Within NPCA, both led and participated in many team-based efforts and projects.
- Designed and implemented science and fact-based NPCA programs addressing many of the most complex natural resource issues facing our region.
- Gained substantial experience in the area of communications through extensive work with the media, writing, conducting outreach programs in communities and one on one meetings.
- Developed new field office positions, hired, trained, mentored and supervised staff. Oversaw the successful initiation of both an endowed internship program as well as a 2-year Fellowship program.
- Gained substantial experience working independently, crafting and implementing program and fundraising plans, developing and managing budgets and contracts.

1994-2004 Greater Yellowstone Coalition; Bozeman, MT

**Issues and Outreach Coordinator**

- Designed and implemented science-based conservation programs geared toward solving many of the region’s most complex and pressing conservation challenges.
- Developed strong working relationships with many local, regional and national organizations, state and federal land managers, area landowners, local citizens and regional leaders.
- Gained significant experience in public speaking, communications, coalition building, campaign planning and execution.
- Extensive experience gained in working with non-traditional allies, such as the religious community and hunters and anglers.
- Served as acting Program Director for nearly two years. Supervised staff of seven, oversaw development and implementation of all program-related efforts and crafted and implemented annual program plans for the entire organization.

1991-1994 National Wildlife Federation Boulder, CO

**Endangered Species Program Western Regional Coordinator**

- In a team environment, developed and implemented a national conservation program for the nation’s largest conservation organization.
- Worked autonomously in field office, successfully coordinating campaign with staff spread throughout the U.S. Responsible for region that included 17 western states.
- Valuable experience gained in outreach and organizing, working with diverse interests, working in coalition and teams, building scientific understanding, working with Congressional staff and knowledge of the legislative process.
- Organized numerous events and trainings across the country, helped initiate local student and citizen groups. Extensive public speaking experience gained (over 200 public presentations given). Worked closely with state-based hunting organizations.

1989-1990 National Wildlife Federation Boulder, CO

**Cool it! Campus Program Western Regional Coordinator**

- With team of five, designed and implemented a national campus-based outreach and organizing program focused on climate change.
- Responsible for organizing diverse set of campus-based groups, events and projects in 17 western states. Gained extensive public speaking and media experience.
- Assisted and trained groups in organizational development and strategic and campaign planning and implementation.

**Education**

1991 Colorado State University Ft. Collins, CO

- B.S., Natural Resource Management
- President and co-founder, Student Environmental Action Coalition

**Interests**

Mountaineering, hunting, running, hiking, camping, skiing

**Activities**

- 2001-2017- Livingston Youth Soccer Association- Held many titles over the years- Board Chair, Vice Chair, Competitive Committee chair, Rec Committee Chair, coach, referee
- 2004-2010- Chair- Restoring Eden, a faith-based conservation organization.
- 1999-2001- Vice-Chair, Livingston City Commission. Received highest vote tally in 1999 city-wide election.

**File Attachments for Item:**

**D. APPROVE PAMELA SCHAFERS APPLICATION TO SERVE THE CITY CONSERVATION BOARD TO SERVE A TWO YEAR TERM.**

**From:** [Michael DeChellis](#)  
**To:** [Faith Kinnick](#); [Michael Kardoes](#)  
**Subject:** Recommendation to seat Pamela Schaefer on the Conservation Board  
**Date:** Monday, December 6, 2021 1:45:51 PM

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Faith/Mike,

In our 11/17 Conservation Board meeting, we unanimously voted to recommend the Commission seat Pamela Schaefer on the conservation board.

[Link to meeting minutes.](#)

Cheers,  
Michael

**City of Livingston**  
**Application for Appointed Office**  
(Revised 3/20/20)

**Appointed Position Seeking:** Conservation Board Seat

**Date of Application:** 9/9/2021

Name: Pamela J Schaefer

Signed: *Pamela Schaefer*

Address: 320 S 2nd St

Telephone: daytime (920)217-8769

after 5:00 p.m.: (920)217-8769

Fax Number: NA

e-mail address: pamdesotell@gmail.com

1. Are you a resident of the City of Livingston? Yes
2. Are you a registered voter? Yes
3. Will you be at least 18 years of age at the time of the appointment? Yes
4. Describe the reasons you are interested in this appointment: \_\_\_\_\_

Please see attached letter of interest

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:
  - A. Occupation: Vegetation & Resource Management- Yellowstone National Park
  - B. Education: B.S. in Conservation Biology & Geography
  - C. Experience: Please see attached Resume

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? No

7. Are you currently serving on any Community Boards? No
  - A. If yes, please describe those boards. \_\_\_\_\_

8. Current Employer? Yellowstone National Park

9. Are you available for night meetings? Yes

10. Are you available for daytime meetings? Not at present, but potentially in the future.

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? No

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? Please see attached answer

**THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.**

Return completed applications to Faith Kinnick at [fkinnick@livingstonmontana.org](mailto:fkinnick@livingstonmontana.org) or drop off in person at the City/County Complex 414 E. Callender St.

**Pamela J Schaefer**320 S 2<sup>nd</sup> St, Livingston, MT

pamdesotell@gmail.com

(920) 217-8769

**Education**

<b>B.S. in Conservation Biology</b>	2009
University of Wisconsin- Madison	
<b>B.S. in Geography</b> - emphasis: people-environment relations	2009
University of Wisconsin- Madison	
<b>Certificate in Environmental Studies</b>	2009
Nelson Institute for Environmental Studies at the University of Wisconsin	

**Work Experience**

<b>Watershed Restoration</b>	2012
Bitterroot National Forest- Hamilton, MT	
<b>Vegetation &amp; Resource Management</b> (summer seasonal)	2013-present
Yellowstone National Park- Mammoth Hot Springs	
<b>Wildlife Monitoring</b> (Winter Seasonal)	2015-2017
Yellowstone National Park- Mammoth Hot Springs	
<b>Baker</b>	2018-2019
Chico Hot Springs	
<b>Bakery Development Team Member</b>	2019-2021
Livingston Food Resource Center	

**Other Experience**

<b>Big Sister</b>	2018-present
Big Brothers Big Sisters of Big Sky Country	

Answer to questions 12 on City of Livingston Application, "If conflict of interest arose for you, how would you deal with it as an appointed member of this board?"

If I recognized the conflict first, I would immediately bring it to the attention of the rest of the board and the city commission and, with the consent of board and commission members, remove myself from any influence or planning decisions related to the area of conflict. If the conflict of interest seemed to be one that could perpetuate indefinitely, or if my conflict was such that it removed me from a large portion of the responsibilities and made meaningful contribution unlikely, then I would be comfortable stepping down from the seat altogether. In such an event I would carry forth with any responsibilities deemed reasonable so as not to cause undue burden on other board members while a replacement was sought. I would follow the same actions for any conflict of interest brought forth by citizens, city employees, commission members, or board members.



Dear Livingston City Commission and Conservation Board Members,

As I just recently became aware of this opening and haven't had a chance to sit in on any meetings, I wanted to take a few quick paragraphs to introduce myself and explain my interest in serving on this board. I've been a resident of Park County, MT since 2011, with intermittent periods of residency since 2007. Having spent time in half-a-dozen other communities in various states, nowhere has felt more like home to me than Livingston. In 2014 my husband, Scott, and I decided to make Livingston our permanent place of residence and purchased our first home here. Since then I've become increasingly interested in the growth and development of my town. I believe strong civic engagement is the foundation of a well-run government and would like to contribute where I can.

I would call myself an avid outdoors person, enjoying all seasons and almost any activity. Simply being outside in the fresh air brings me peace of mind and clarity at almost no cost, and I believe everyone deserves the right to equal access to such things like clean air and open space. After working many years and many different jobs in the service industry, spending several years involved with Big Brothers Big Sisters, and working with the Livingston Food Resource Center, I've had close relationships with people of all income levels and many different backgrounds. I've come to value their many perspectives and believe equal access to clean, abundant natural resources is something we can all unite around, but know that we sometimes lose sight of that common goal amongst our differing opinions on how to get there. Coming from a family of 6 people has taught me that patience and compromise are almost always a part of forward progress, and good listening skills are more important than scientific facts. I relish in finding common ground with others, especially when I least expect it, and would love to help the citizens of Livingston find common goals in responsible resource use.

As reflected in my resume, I've always had an eye towards management of resources- air, water, land, vegetation, and wildlife. I was raised in eastern Wisconsin, an area with much higher population density and relatively limited access to resources- rivers I wouldn't dream of swimming in and neighborhoods that were well out of walking/biking distance from any open field/forest/park. Having seen the repercussions of overuse, misuse and overallocation of natural resources, I recognize the difficulty in remediating such problems once they have occurred and believe strongly in spending the extra time and money on careful planning and consideration prior to development and use. This not only saves money in the long term, but also maintains equality in distribution and access to resources for ALL populations, not just the affluent. Here in Livingston (and greater Southwest Montana) open space is abundant and affords us relatively easy access to natural resources, but we're growing, and quickly. This means we, as a community, are at an extremely important moment in time. We either set the trajectory for responsible future resource use or risk burdening future generations with expensive resource shortages and inequality issues. I'm committed to helping Livingston develop thoughtful planning and growth goals that don't compromise the health and opportunities of future generations.

As you consider my addition to the Conservation Board I would like to highlight the strengths and talents I hope to contribute:

First is my commitment to research and outreach. I value learning from the experiences of others and believe there is a wealth of knowledge already existing in study results, university extension offices, the successes of other cities and towns, and even amongst our own citizens. I would love to help gather and consolidate information from these existing resources to contribute to our city's conservation planning process.

Second is my eye for improving efficiency in existing systems. I enjoy learning the ins and outs of an existing system and finding places where small improvements can have relatively big impacts. I'm especially interested in solutions that don't involve new money or infrastructure and can be as simple as improving or creating a channel of communication where one does not exist or filling an overlooked gap in regulation or community education.

Lastly, I believe wholeheartedly in being a team player, especially as it relates to government. I would bring a collaborative attitude to all projects and, in recognizing that Livingston is a diverse community, work to ensure that all perspectives are included in any solution put forth.

I would consider it a privilege to have the opportunity to contribute to Livingston's future and help build a community where access to affordable, abundant and clean resources is a reality for all of its residents, now and into the future. If there is an opportunity to meet you all and to talk in-person, that would be fantastic. Please don't hesitate to reach out. Either way, I hope you will consider me in filling the open citizen seat on the conservation board.

Thank you for your time,

Pamela Schaefer  
320 S 2<sup>nd</sup> St, Livingston, MT  
pamdesotell@gmail.com  
(920) 217-8769

**File Attachments for Item:**

**A. PUBLIC HEARING:**

**ORDINANCE NO. 3025: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE II, IV, AND V, CHAPTER 30 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED ZONING, AS IT PERTAINS TO MANUFACTURING AND USE TABLE AMENDMENTS.**

**ORDINANCE NO. 3025**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE II, IV, AND V, CHAPTER 30 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED ZONING, AS IT PERTAINS TO MANUFACTURING AND USE TABLE AMENDMENTS.**

\* \* \* \* \*

**Preamble.**

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

\*\*\*\*\*

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

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

**WHEREAS**, the amendments meet the goals and objectives of the Growth Policy as adopted by the City of Livingston; and

**WHEREAS**, the City of Livingston Zoning Commission voted unanimously (5:0) to recommend approval of the amendments to the Zoning Ordinance to the City Commission;

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

**SECTION 1**

That Chapter 30- Zoning Ordinance, Article II- Definitions, IV- District Regulations, and V- Supplementary General Requirements be amended as follows with deletions struck-through and additions underlined as follows:

**Article II. - Definitions**

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

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

"Accessory" means a use, a building or structure, part of a building or other structure, which is subordinate to, and the use of which is incidental to that of the main building or structure or the use on the same lot, including a private garage. If an accessory building is attached to the main building by a common wall or roof such accessory building shall be considered a part of the main building.

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

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

Alley: See Street.

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

~~"Bars, taverns, cocktail lounges" means an establishment where alcoholic beverages are sold and consumed on the premises even if such sales are incidental to or accessory to the principal business of such establishment.~~

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

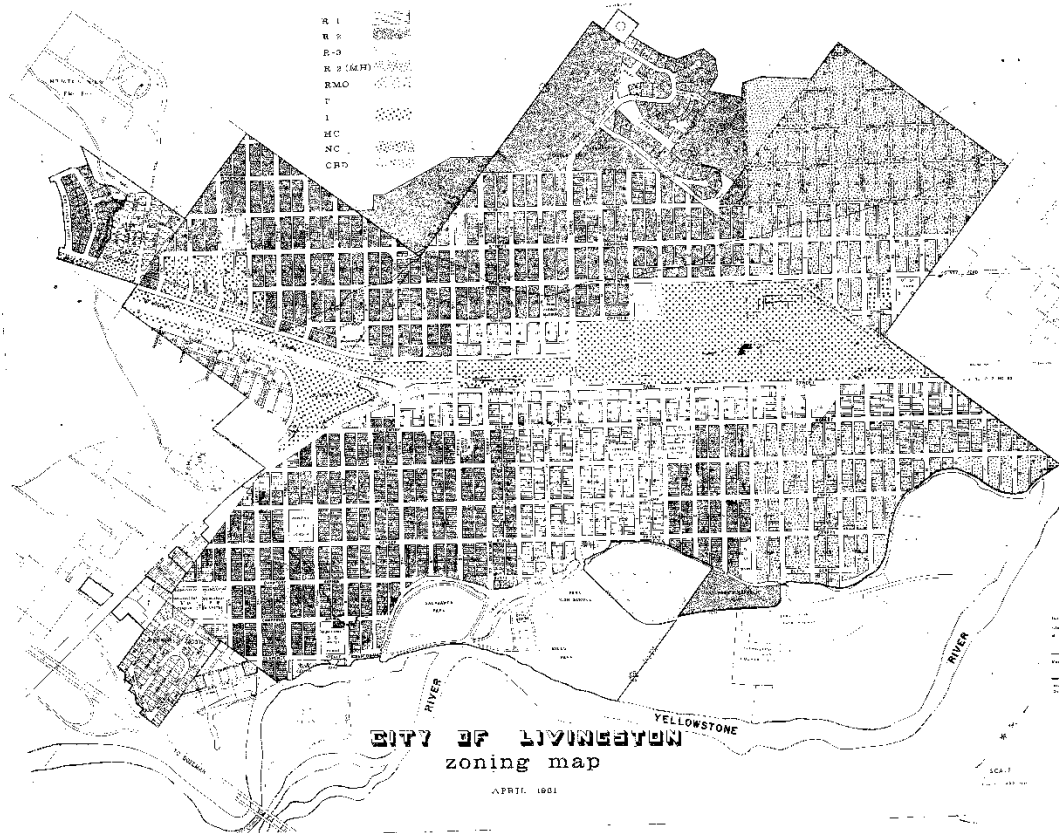
"Board" means the Board of Adjustment of the City of Livingston.

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

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

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

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



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

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

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

"Drive-in restaurant" means a ~~use whose retail character~~ "eating or drinking establishment" ~~is dependent upon a driveway approach and parking space for motor vehicles so as to either serve customers while in the vehicle or permit consumption of food or beverages obtained on the premises, in a vehicle, where a sale is made without the customer being required to leave their vehicle.~~

Dwelling (types of):

- a. "Dwelling, one (1) family" means a building designed for occupancy by one (1) family and containing one (1) dwelling unit.
- b. "Dwelling, two (2) family (duplex)" means a building designed for occupancy by two (2) families living independently of each other, and containing two (2) dwelling units.
- c. "Dwelling, multiple" means a building designed primarily for occupancy by three (3) or more families living independent of each other, and containing three (3) or more dwelling units.

- d. " Dwelling, accessory" means one (1) independent dwelling unit which is smaller in area and subordinate in use to the principal one (1) family or two (2) family dwelling, or townhouse, on the same lot, whether attached or detached.

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

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

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

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

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

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

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

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

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

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

~~"Heavy manufacturing" means any manufacturing process which requires the storage of component materials within public view, is conducted partially or entirely outdoors or causes significant noise, odor, glare or vibration which is detectable beyond the parcel on which it is located.~~

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

~~"Light manufacturing" means any manufacturing process which requires no storage of component material within public view, is entirely contained indoors, and does not cause any significant noise, odor, glare or vibration detectable beyond the parcel on which it is located.~~

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

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

- a. A single lot of record.

- b. A portion of a lot of record.
- c. A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record.
- d. A parcel of land described by metes and bounds; provided that in no case of division or combination shall any residual lot or parcel be created which does not meet the requirements of this Chapter.

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

#### "Manufacturing"

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

"Manufactured housing" means a single-family dwelling, built offsite in a factory on or after January 1, 1990, that is placed on a permanent foundation, is at least one thousand (1,000) square feet in size, has a pitched roof and siding and roofing materials that are customarily, as defined by local regulations, used on site-built homes, and is in compliance with applicable prevailing standards of the United States Department of Housing and Urban Development at the time of its production. A manufactured home does not include a mobile home.



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

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

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

Mobile Home. "Mobile home" means a trailer or semitrailer which is designed, constructed and equipped as a dwelling place, living abode, or sleeping place and is equipped for movement on streets or highways and exceeds twenty-five (25) feet in length exclusive of trailer hitch.

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

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

"Personal care center" means a facility which provides services and care to residents needing some assistance in performing the activities of daily living. Includes assisted living facilities and nursing homes.

"Planning board" means the Livingston City Planning Board.

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

~~"Restaurant" means a commercial establishment whose primary function is providing prepared meals to customers for consumption within the structure.~~

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

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

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

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

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

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

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

and swimming pools may be permitted in any setback subject to height limitations and requirements limiting obstruction of visibility in Section 30.52 of Article V.

"Sexually oriented business" means a commercial establishment which operates as an adult book store, adult theater, or features, allows, employs, promotes or sponsors exotic entertainment.

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

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

Street:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Ord. 1798, 12/19/94; Ord. 1810, 7/3/95; Ord. 1868, 2/2/98; Ord. 1894 § 1, 3/6/2000; Ord. 1949, 10/18/04; Ord. No. 2011, § 1, 4/6/09; Ord. No. 2022, § 1, 9/7/10)

Article IV. - District Regulations

Sec. 30.40. - List of uses.

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

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

	R-I	R-II	RII-MH	R-III	RMO	NC <sup>1,2</sup>	CBD <sub>1</sub>	HC	LI	I	P
One (1) Family Dwellings*	A	A	A	A	A	N	A	A	N	N	N
Two (2) Family Dwellings	N	A	A	A	N	N	A	A	N	N	N
Multifamily Dwellings	N	N	N	A	N	N	A	A	N	N	N
Accessory Dwellings	A	A	A	A	A	N	N	A	N	N	N
Townhouses	N	A	A	A	N	N	A	A	N	N	N
Accessory Buildings	A	A	A	A	A	A	A	A	A	A	A
Mobile Homes	N	N	A	N	A	N	N	N	N	N	N

Churches	S	S	S	A	N	A	N	A	N	N	N
Schools, Public and Commercial	A	A	A	A	A	A	N	<del>SN</del>	N	N	A
Schools, Trade	N	N	N	N	N	S	A	A	A	A	N
Hospitals	N	N	N	A	N	<del>SA</del>	N	<del>SN</del>	A	N	<del>SN</del>
Clinics	N	N	N	A	N	A	A	A	A	<del>SA</del>	N
Adult Foster Care Center <sup>23</sup>	N	A	A	A	N	N	<del>AN</del>	<del>AN</del>	A	N	N
Personal Care Center	N	A	A	A	N	A	A	A	N	N	N
Child Care Center	A	A	A	A	A	A	A	A	A	N	N
Veterinarian Clinics	N	N	N	N	N	N	N	A	A	A	N
Kennels and Catterys	N	N	N	N	N	N	N	A	<del>AN</del>	A	N
Self-Service Laundry	N	N	N	N	A	A	A	A	<del>AN</del>	N	N
Bed and Breakfasts	A	A	N	A	N	A	A	A	N	N	N
Motels/Hotels	N	N	N	N	N	N	A	A	A	N	N
Travel Trailer Parks	N	N	N	N	N	N	N	A	N	N	N
Business and Professional Offices	N	N	N	S	N	A	A	A	A	A	S
Retail	N	N	N	N	N	A	A	A	A	S	N
Large-scale Retail	N	N	N	N	N	N	S	S	S	S	N
Barber Shop and Beauty Parlors	N	N	N	N	N	A	A	A	A	S	N
<del>Restaurants Eating and Drinking Establishments</del>	N	N	N	N	N	A	A	A	A	A	N
<del>Bars</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	A	A	A	A	<del>N</del>



Cemetery	N	N	N	N	N	N	N	N	N	N	A
Government Offices	N	N	N	N	N	A	A	A	N	N	A
Public Recreation Facility	A	A	A	A	N	<del>SN</del>	N	<del>AN</del>	<del>AN</del>	<del>SN</del>	A
Health and Exercise Establishment	N	N	N	N	N	A	A	A	A	S	S
Marijuana Production Facility	N	N	N	N	N	N	N	N	A	A	N

1. C.B.D.—Any number of apartment units may be established in an existing commercial building. No new residential structures may be built unless they meet the definition of "High Density Residential."

2. NC-A single residential unit may be established within a commercial building to allow living space for a business owner.

3. Adult Foster Care Center.

- a. No more than four (4) residents;
- b. Staff member must be on board twenty-four (24) hours a day.

\* This includes manufactured homes as defined by Ordinance 1813.

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

Sec. 30.41. - Residential density requirements.

Residential density requirements are set out in Table 30.41.

	Low Density R-I	Med. Density R-II	High Density R-III	Mobile Homes (A) RMO	Public (P)	Med. Density R-II(MH)
Min. Lot Area per Dwelling Unit in Square Feet <sup>1</sup>						

One Unit	9,600	3,500	3,500	6,000		3,500
Two Units	N/A	7,000	6,000	12,000		7,000
Three Units	N/A	N/A	7,500	18,000		N/A
Four Units	N/A	N/A	9,000	24,000	N/A	N/A
Five Units	N/A	N/A	10,500	6,000 ft. <sup>2</sup>		N/A
Six Units	N/A	N/A	12,000 1,500 ft. <sup>2</sup> for each add. unit	for ea. add. unit		N/A
Min. Setback Requirements						
Front Street	25'	25'	20'	20'	20'	25'
Side	15'	5' or B) or C)	5' or B) or C)	10' or C)	5' or C)	5' or C)
Rear	5'	5'	5'	5'	15'	15'
Side Street	15'	10'	10'	10'	10'	10'
Max. Height for all Bldgs.	27'	27'	45'	15'	27'	27'
Off-Street Parking Requirements	2 per one (1) family dwelling  1 per accessory dwelling	2 per dwelling unit in one (1) family and two (2) family dwellings 1 per accessory dwelling	2 per dwelling unit for first 6 units in one (1) family, two (2) family, and multifamily dwellings and then 1.5 for each additional unit 1 per accessory dwelling	2 per dwelling unit for first 6 units in one (1) family, two (2) family, and multifamily dwellings and then 1.5 for each additional unit	Refer to Art. V Sec. 30.51	2 per dwelling unit in one (1) family and two (2) family dwellings 1 per accessory dwelling

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

A) Applicable to Mobile Home Subdivisions only.

B) Side setback required for approved townhouse development.

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

(Ord. 1728, 12/7/92; Ord. 1798, 12/19/94; Ord. 1861, 6/16/97)

Sec. 30.42. - Commercial density requirements.

Commercial density requirements are set out in Table 30.42.

Table 30.42					
Commercial Density Requirements					
Zoning Classification District					
	Neighborhood Commercial	Highway Commercial	Industrial	Light Industrial	Central Business District
Min. Lot Requirements in Square Feet	N/A	6,000	6,000	6,000	N/A
Minimum Setback Requirements					
Front Street	20'	20'	20'	0' with boulevard	N/A
				10' without boulevard	



Side	0' or A)	0' or A)	0' or A)	10' or A)	N/A
Side Street	10'	10'	10'	10'	N/A
Rear	0'	0'	0'	20'	N/A
Maximum Height for all Buildings	27'	45'	N/A	33'	N/A
Parking Requirements	Refer to Article V Sec. 30.51	Refer to Article V Sec. 30.51	Refer to Article V Sec. 30.51	Refer to Article V Sec. 30.51	Refer to Article V Sec. 30.51
Loading Space Required	Refer to Article V Sec. 30.51	Refer to Article V Sec. 30.51	Refer to Article V Sec. 30.51	Refer to Article V Sec. 30.51	Refer to Article V Sec. 30.51

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

(Ord. 1949, 10/18/04)

30.42. – Allowable Encroachments into Setbacks.

- A. Entranceway awnings and roof eaves may extend up to 18 inches into any setback. The maximum height for an entranceway awning that encroaches into the setback shall be 12 feet.
- B. Entranceway steps and ramps may extend up to five (5) feet into the front street or side street setback. Entranceway steps and ramps that encroach into the setback may only access the ground floor of the attached building.
- C. Ground floor covered or uncovered porches may extend up to five (5) feet into the front street or side street setback. The deck of any first floor porch that extends into the setback shall be no higher than the ground floor level of the attached building. The maximum height for the roof of any ground floor covered porch that encroaches into the setback shall be 12 feet.
- D. Window-wells and below-grade stairwells may project 36 inches into any setback. Window-well projecting beyond 18 inches shall be covered in such a way that is consistent with adopted building codes and such that an individual is prevented from falling into the window-well.

Sec. 30.43 – Accessory dwellings.

- A. Accessory dwellings are subject to all applicable regulations listed in this ordinance, including but not limited to: setbacks, maximum building heights, parking, and building design standards.
- B. Detached accessory dwellings shall be located to the rear of the primary dwelling on the property.
- C. Accessory dwellings shall not exceed eight hundred (800) square feet of gross floor area. Accessory dwellings must be smaller in gross floor area than the primary dwelling on the property. If an accessory dwelling is attached to another building only the gross floor area of the accessory dwelling shall be calculated towards the maximum gross floor area. Accessory dwellings attached to existing, primary dwelling units are not subject to the gross floor area limitations, but must be wholly contained within the existing building. Any attached accessory

dwelling that increases or modifies the footprint or profile of the primary dwelling unit in any way, whether above or below ground, shall not exceed the above listed maximum gross floor area for an accessory dwelling.

- D. All detached accessory dwellings shall maintain a (6) six-foot separation, measured from the external walls of the dwelling unit to all other buildings on site.
- E. Accessory dwellings shall be on the same lot as the primary dwelling.
- F. Accessory dwellings shall not be subdivided or sold separately from the primary dwelling on the lot. If an accessory dwelling is subdivided from the primary dwelling unit, the accessory dwelling is no longer an accessory dwelling and must meet all density requirements listed in Table 30.41. Prior to use of the accessory dwelling, the property owner must record a deed restriction provided by the City Attorney's Office stating that the accessory dwelling shall not be sold separately from the primary dwelling, and provide a copy of the recorded deed restriction to the Department of Building and Planning prior to the issuance of a Certificate of Occupancy.
- G. Accessory Dwellings are encouraged to be combined with other buildings to preserve open space on the lot.

Sec. 30.44.. - Bed and breakfasts.

- A. "Bed and breakfast" means a commercial business operated in a house which is used partially or primarily for providing overnight accommodations to the public.
- B. The goal of this section is to establish the allowable locations and operations of bed and breakfast facilities.
- C. A bed and breakfast shall be allowed in the following zoning districts: Low Density (R-I), Medium Density Residential (R-II), High Density Residential (R-III), Neighborhood Commercial (N.C.), Highway Commercial (H.C.), and the Central Business District (C.B.D.).
- D. Reserved.
- E. The accommodations for a bed and breakfast shall have no more than five (5) guest rooms. Breakfast shall be the only meal served on the premises, and is included in the charge for the room. No other food or beverage served upon the premises.
- F. Off-street parking shall be provided by all bed and breakfast facilities. There shall be two (2) off-street parking spaces, plus one (1) for each guest room. Off-street parking shall be required to be used by guests.
- G. No bed and breakfast shall be located on a lot closer than two hundred (200) feet in a straight line distance from any other lot containing a bed and breakfast. The owner shall live on the premises.
- H. Signage shall be limited to that allowed for home occupations (twelve (12) inches by twenty-four (24) inches non-illuminated, flush mounted).
- I. Rates shall be charged for single-night occupancy only, weekly or monthly rates will not be allowed.
- J. A bed and breakfast already in existence at the time of this section's effective date shall have ninety (90) days to conform with the provisions of this section except existing establishments shall be grandfathered as to the requirements of subsection (G) of this section.
- K. Any property receiving a special exception for a bed and breakfast shall have ninety (90) days from the date of the final City Commission action to meet any specified conditions and obtain a City business license. If a City business license is not obtained in that time period, the special exception shall be automatically rescinded as of that date. If a license for a bed and breakfast is not renewed within ninety (90) days after January 1 of any calendar year, the special exception for that bed and breakfast shall be automatically rescinded.

- L. Any application for a bed and breakfast shall be accompanied by a detailed plan, drawn to scale, showing all aspects of the physical layout for the property, including the off-street parking provisions.
- M. The table of uses (Table 30.40) is amended to comply with subsection (C) of this section.

(Ord. 1702, 7/20/92; Ord. 1868, 2/2/98; Ord. 1894, 3/6/2000; Ord. No. 2029, § 2, 4/19/11)

Sec. 30.45. - Uses in the Preservation Zoning District.

Uses in the Preservation Zoning District may be reduced or expanded from the uses allowed in the areas surrounding the Preservation Zoning District. Allowable uses will be set forth in the plan adopted for each Preservation Zoning District.

(Ord. 1954, 5/16/05)

Sec. 30.45.1. - Preservation Zoning District Plan.

The Livingston City Zoning Commission shall make a recommendation to the City Commission for a Preservation Zoning District Plan which shall take into consideration the following:

- A. Delineation of the boundaries of each special use zoning district;
- B. Identification of the structure(s) and/or natural features which contributed to the creation of the Preservation Zoning District;
- C. Identification of the uses and development standards or guidelines intended to preserve the structure(s) and/or natural features which may vary from Preservation Zoning District to Preservation Zoning District, but shall take into consideration:
  - 1. Setbacks,
  - 2. Landscaping standards,
  - 3. Signage standards,
  - 4. Parking standards,
  - 5. A list of uses to be allowed,
  - 6. Any other standard that would serve the purpose of preserving historic or architectural structure(s) or natural features in each Preservation Zoning District.

(Ord. 1954, 5/16/05)

Sec. 30.46. - Building design standards.

- A. This Section provides policies and standards for the design of buildings in the Design Review Overlay Zone. In general, they focus on promoting buildings that will be compatible in scale and appear to "fit" in the community by using materials and forms that are a part of Livingston's design traditions. As such, they address only broad-scale topics and do not dictate specific architectural styles or building details.
- B. Objectives for Building Design.
  - 1. Achieve High Quality Design. Buildings in the overlay zone shall convey a high quality of design, in terms of their materials and details, as well as through a consistent organization of forms and elements. This quality shall establish a standard for design throughout the community.

2. Reflect the Design Traditions of Livingston. Buildings shall reflect the design traditions of the region, in terms of building and roof forms. Distinctive roof forms are a key part of this tradition. Sloping roofs, in gable, hip and shed varieties are historical precedents to promote and they also help reduce the apparent bulk of larger buildings and help to shed snowfall. Flat roofs with varied parapet lines and cornices are also a part of the City's design traditions and shall be encouraged. Buildings that appear to be in scale with those seen traditionally also shall be encouraged. Where a new building would be larger than those existing in the area, it shall establish a transition in scale, to reduce the impact of building scale on the adjacent property, as well as on the neighborhood.
  3. Promote Buildings that Fit with the Natural Setting. Structures shall be sited to fit with the land and incorporate colors seen in the natural setting.
  4. Promote Buildings that Reflect Pedestrian Scale. Human scale shall be an integral part of all buildings. Large, flat, windowless block buildings do not reflect human scale or the design traditions of Livingston. Thoughtful use of landscaping, color, building materials and architectural details bring human scale to buildings.
- C. Building and Topography.
1. Policy. A building shall respect the natural topography of the site.
  2. Standards. Step a building foundation to follow the slope of the site when feasible. In general, an exposed building foundation shall not exceed three (3) feet in height.
- D. Building Character.
1. Policy. Buildings shall reflect the regional urban character.
  2. Guideline.
    - a. Designs that draw upon regional design traditions are preferred. Standardized "franchise" style architecture will be strongly discouraged by following these standards.
    - b. The primary entrance to a building shall have a human scale. Provide a one (1) story element at the building entrance to help establish a sense of scale.
    - c. Where no windows or other obvious indication exists, express the position of each floor in the external skin design of a building to establish a human scale.
      - i. Use belt courses or other horizontal trim bands of contrasting color and materials to define floor lines.
      - ii. Articulate structural elements, or change materials as a method of defining floors.
    - d. Use building materials that help establish a human scale.
      - i. For example, use brick in a standard module to express a human scale.
      - ii. Avoid using large surfaces of panelized products or featureless materials.
      - iii. A large surface of stucco or similar material that lacks articulation or detailing shall be avoided.
    - e. New construction shall relate to adjacent residential and historic resources. Where a new project abuts a residential neighborhood or a historic structure, step the building down at the property edge to minimize abrupt changes in scale, or increase side yards to reduce the impact.
- E. Primary Building Entrance.
1. Policy. The primary entrance of a structure shall orient to a street, major sidewalk, pedestrian way, plaza, courtyard or other outdoor public space.
  2. Standards.

- a. Design the main entrance to be clearly identifiable.
  - i. Provide a sheltering element such as a canopy, awning, arcade or portico to signify the primary entrance to a building.
  - ii. Where more than one (1) user shares a structure, each individual entrance shall be identified.
- b. Orient the primary entrance of a building to face a street, plaza or pedestrian way.
  - i. Focusing an entrance toward a parking lot without also addressing the street is inappropriate.
  - ii. Consider using a "double-fronted" design where the entrance to parking and to the street is required. That is, provide a door to the street and another to the parking lot.
  - iii. Consider locating a pedestrian plaza at the entrance; this may be enhanced with landscaping and streetscape furnishings.

#### F. Street Level Interest.

- 1. Policy. When a building is located close to a street or walkway, it shall be designed to provide interest to pedestrians. For example, commercial buildings with storefronts are of interest to passersby. Such features encourage pedestrian activity and shall be used whenever feasible. The overall mass of a building shall appear to be in scale with buildings seen traditionally. This will help new structures fit with the Livingston context. At the same time, newer structures may be larger than those seen before; they shall simply be articulated in their form and materials such that they convey proportions that are similar to those seen traditionally.
- 2. Standards.
  - a. Develop the street level of a building to provide visual interest to pedestrians. All sides of a building shall include interesting details and materials to avoid presenting a "back side" to neighboring properties. For example, the sides of restaurants and specialty stores shall incorporate windows and display cases over at least a third of the facade area. A large expanse of blank wall is inappropriate on any street-oriented facade.

#### G. Building Mass and Scale.

- 1. Policy. A building shall appear to have a "human scale." In general, this can be accomplished by using familiar forms and elements that can be interpreted in human dimensions, as noted throughout this Chapter, e.g., "small details/visible to pedestrians."
- 2. Standards. In order to reduce building scale, each major building project shall provide all of the following:
  - a. Divide a building into visual modules that express dimensions of structures seen traditionally.
    - i. Buildings shall employ all of the following design techniques:
      - (A) Change material or color with each building module to reduce the perceived mass;
      - (B) Change the height of a wall plane or building module;
      - (C) Change roof form to help express the different modules of the building mass; and
      - (D) Change the arrangement of windows and other facade articulation features, such as columns or strap work that divide large wall planes into smaller components.
    - ii. Express facade components in ways that will help to establish a human scale (details oriented towards pedestrians).
      - (A) Establish a pattern and rhythm on exterior walls to establish a human scale;
      - (B) Windows, columns and other architectural treatments used repetitively can create this effect;

- (C) Using windows and doors that are similar in scale to those seen traditionally also can help establish a human scale;
- (D) Also, recess these elements, even if slightly, and articulate them with headers, sills, columns and/or mullions.

H. Roof Form.

- 1. Policy. The primary roof form of a structure shall help reduce the perceived scale of the building. For that reason, sloping roofs shall be used in most contexts. These also will help the building fit into the mountain backdrop. Varied roof forms in the appropriate context are also encouraged.
- 2. Standards.
  - a. Using sloping roof forms to reduce the perceived scale of a building is encouraged.
    - i. Varying roof forms is encouraged.
    - ii. Providing variety in ridgeline height is encouraged.
  - b. All roof forms shall have no less than two (2) of the following features:
    - i. A flat roof with parapet;
    - ii. A cornice or molding to define the top of a parapet;
    - iii. Overhanging eaves;
    - iv. Sloping roofs with a minimum pitch of 6:12;
    - v. Multiple roof planes.

I. Signage.

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

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

- 1. Application. A completed application form along with a site plan and other detailed drawings, including, but not limited to, building elevations indicating exterior materials, colors and necessary architectural details required to determine compliance with this Section, shall be submitted to the Planning Department along with the required application fee. Once accepted by the Planning Department, the applicant will be notified as to whether or not the plans submitted comply with adopted City standards. This notification will occur as soon as the review is completed but in any case shall not be later than thirty (30) days from the date the application was accepted by the

Planning Department. Failure of the City to complete a review and notify the applicant within the allotted thirty (30) day period will constitute approval of the application.

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

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

(Ord. 1974, 9/5/07)

Article V. - Supplementary General Requirements

Sec. 30.50. - Signs.

A. Intent. The intent of this Section is to provide standards for erection, design and placement of all signs and sign structures. Design standards are established to achieve the proper relationship of signs to their environment, enhance the outward appearance of the community as a whole, secure pedestrian and vehicular safety, preserve the historic aspects of the City of Livingston and promote the conservation of energy by regulating lighted signs.

B. Definitions.

- 1. "Animated sign" means a sign with action or motion, flashing or intermittent lights and/or color changes requiring electrical energy, electronic or manufactured sources of activation, but not including wind-activated elements such as flags and banners.
- 2. "Awning signs" means a sign which is an integral part of a window awning assembly, to include the printing or painting of words onto awning material.
- 3. "Billboard signs" means any standard outdoor advertising sign larger than two hundred (200) square feet in area which is designed to advertise products, services or businesses not located on the premises on which the sign is located.
- 4. "Free standing signs" means a sign which is supported by one (1) or more columns, uprights, or braces and is permanently fixed in the ground.
- 5. "Monument sign" means a sign, single- or double-sided mounted, flush with the surface of the grade upon which sets the business, industry, or other commercial enterprise which the sign advertises. A monument sign must be landscaped with grass, shrubs or other plants or other landscape material in an area not less than three (3) feet surrounding such sign in all directions.
- 6. "Revolving sign" means a sign which revolves three hundred sixty (360) degrees.
- 7. "Menu board" means a sign specifically designed to advise customers of the menu of food available in the establishment by which the menu board is owned.
- 8. "Reader board" means a sign designed to allow the letters on the sign to be altered, removed and added.
- 9. "Marquee sign" means a specific type of reader board but restricted to use by active movie theaters.
- 10. "Temporary sign" means a sign made of paper, or some other limited life-span material advertising a short-term event, like a sale. Temporary signs are not subject to inclusion in a business' sign square footage measurement. Temporary signs shall be removed within twenty-four (24) hours after the completion of the advertised event.
- 11. "Projecting sign" means a sign installed on the facade of a building which is attached to such building in a perpendicular manner or at an angle to the building wall.

12. "Sandwich board sign" means a sign painted on both of the outside of two (2) boards fastened together at the top with a hinge-like device, designed to be placed on the sidewalk area in front of an establishment.
13. "Sign" means any device designed to inform or attract the attention of persons not on the premises on which the sign is located, including, but not limited to, signs described in subsections (B)(1) through (B)(12) of this Section. For the purpose of determining number of signs, a sign will be considered to be a single display device with not more than two (2) display surfaces (back-to-back) or display device containing elements organized, related and composed to form a unit. For measurement purposes, the square footage of a sign which employs back-to-back display surfaces will only be considered as the square footage of one (1) side of that sign. Where matter is displayed in a random manner without organized relationship of elements, or where there is reasonable doubt about the relationship of elements, each element will be considered a separate sign.
14. Square Footage. The square footage of a sign shall be measured as the product of the total linear foot measurement multiplied by the total height measurement. The linear measurement shall be attained by measuring from the leftmost edge of the sign, continually measured to the rightmost edge of the sign. Any mounting material shall be part of the measurement.
15. "Actual business premises" means the owned or leased real property from which the primary business is actively transacted.
16. "Off-premises sign" means a sign located on property other than the actual business premises.
17. "Banner signs" means a strip of cloth, plastic or other material displaying advertising or other information.
18. "Portable sign" means any sign designed to be easily moved or transported whether by carrying, by mounted wheels, by trailer or otherwise.
19. "Voluntary modification" means any modification to an existing sign which reflects a conscious business or personal decision. This may include a change in corporate color scheme, change of logo, or any other change which would require the replacement of existing sign faces. It does not include the replacement or repair of sign faces with new, identical faces as part of normal maintenance or due to damage by wind, fire or other hazard.

C. General.

1. Nothing in this Section shall be interpreted as prohibiting or excluding such signs as are required by law. This includes legal notices and advertisements prescribed by law or posted by any lawful officer or agent.
2. Any sign which is readily visible from the public right-of-way in an exterior window of a building, whether on the external or internal side of the window, shall be regulated by the provisions of this Section. Temporary sale signs are excluded, however, no single temporary sign shall exceed six (6) square feet in size, and the total of all such temporary signs shall not exceed fifty (50) percent of the transparency of the window in which they are visible.
3. All signs as permitted by this Section shall be maintained by the owner and kept in good repair and shall be painted and repaired at reasonable intervals. The surface of the ground under and about any sign shall be kept clear of weeds, rubbish and flammable waste material.
4. All signs shall be designed and constructed in accordance with the Uniform Sign Code.
5. A permit must be obtained from the Building Official by the person who is erecting the sign prior to the construction of any sign, except for those signs listed in subsection E of this Section.
6. Signs not in use by reason of change of occupancy or use by vacation of the building shall be removed within thirty (30) days of such change by the owner of the sign, or the owner of the property. The City has the option of removing such sign at the end of the thirty (30) day period after giving fifteen (15) days' written notice by certified mail to the owner, and upon such removal,



the full charges of removal shall constitute a mechanic's lien against the real property enforceable pursuant to State law.

- 7. All existing signs that have been constructed pursuant to City sign permits and variances through the official date of the ordinance codified in this Section (Ord. 1749 effective date, October 20, 1993) shall be grandfathered and do not have to conform as to the height, size or prohibited signs subsections of this Section. Other provisions of this Section shall apply to existing signs. Grandfathered signs which are voluntarily modified must meet all requirements of this Section. Signs which have previously been granted variances may continue to exist within the parameters of those variances.
- 8. The Building Official shall be responsible for the enforcement of this sign ordinance.
- 9. All buildings with more than one (1) business occupant must submit to the Board of Adjustment a master signage plan which identifies the number and location of all potential signs on the property before any sign permits may be issued. For properties located in the Downtown Historic District, this master plan will be submitted to the Historic Preservation Commission. Any deviation from an approved master plan must be approved by the appropriate body prior to permit issuance.
- 10. Pre-existing multi-occupant buildings will not be issued any new sign permits until a master plan is approved by the appropriate body.
- 11. Any sign variance issued to multi-occupant property shall constitute an amendment to that property's signage master plan.
- 12. All signs located in the Historic Preservation District must comply with the requirements of the Historic District Overlay Zoning.

D. Prohibited Signs.

- 1. No animated signs shall be erected in any zoning district, except time and temperature signs which may be erected in the Central Business District only and existing lighted signs in the Downtown Historic Preservation District which flash, chase, move, revolve, rotate, blink, flicker or vary in intensity or color; however, such lights must be turned off when the business is closed.
- 2. No revolving sign may be permitted in any district.
- 3. No billboard sign shall be erected in any zoning district.
- 4. In the Central Business District Zone, no backlit signs are allowed.
- 5. Visibility at Corners, Alleys and Driveway Approaches. On the street side of all lots where an alley or driveway enters the street right-of-way, and on all corner lots, a triangular clear vision zone shall be maintained. The zone shall measure ten (10) feet into the lot, as measured from the edge of the sidewalk nearest the property line, and twenty (20) feet parallel to the street measured from the edge of any alley, driveway or street corner along the edge of the sidewalk nearest the property line. No structure of any kind over three (3) feet in height shall be erected or maintained within the above defined clear vision zone. If no sidewalk exists, the point of reference for all measurements shall be determined by the Building Official.
- 6. Notwithstanding any other provisions contained in this Section, no free standing sign shall be erected or maintained upon any spire, chimney, cupola, water tank, water tower, radio aerial or television antenna.
- 7. No sign shall be erected on any property without the express permission of the occupant, owner, lessee or any authorized agent thereof.
- 8. No sign shall be erected in such a manner that a portion of the sign or their supports are attached to or will interfere with the free use of any fire escape, exit, or standpipe, or obstruct any required stairway, door, ventilator or window.
- 9. No sign shall be attached to any tree.

10. Menu boards are not permitted on any property other than that occupied by a restaurant-type business.
  11. No portable and/or trailer-mounted signs shall be allowed.
  12. No sign not in conformance with this Code shall be allowed.
- E. Signs Permitted in All Districts Without a Permit. The following signs are permitted in all zoning districts and will not require a permit:
1. Signs advertising the sale, lease or rental of the premises upon which the sign is located, which do not exceed twelve (12) square feet in area, except in all residential districts where the area of the sign shall not be more than six (6) square feet. Only two (2) such signs shall be allowed on any one (1) property;
  2. Signs bearing only property numbers, post box numbers, names of occupants of premises or other identification of premises not having commercial promotion;
  3. Flags and insignia of the government except when displayed in connection with commercial promotion;
  4. Legal notices: identification, information or directional signs erected or required by governmental bodies;
  5. Integral decorative or architectural features of buildings, except letters, trademarks, moving parts or moving lights;
  6. Signs directing and guiding traffic and parking on private property, but bearing no advertising matter;
  7. Detached bulletin boards for churches, schools, or other public, religious or educational institutions provided such sign is located not less than ten (10) feet from the established right-of-way line of any street or highway and does not obstruct traffic visibility at street or highway intersections;
  8. Construction information signs, providing the signs are removed immediately following final completion of construction;
  9. Non-illuminated home occupation signs on any residence which is the site of a home occupation in accordance with Section 30.55. Such signs shall not exceed two (2) square feet;
  10. Signs advertising a candidate for political office. Such signs shall not exceed sixteen (16) square feet and shall be removed within seven (7) days after any election;
  11. Signs advertising yard/garage sales, and the like. Such signs shall not exceed two (2) square feet and must be removed by the owner within forty-eight (48) hours of the completion of the sale.
- F. Signs in a Residential District. Within a residential district only, the following signs shall be permitted:
1. Signs listed in subsection E of this Section which do not require a permit; and
  2. Signs advertising a permitted or existing commercial use within a residential district. Such signs require a permit from the Building Official, and shall be permitted only under the following conditions:
    - a. Only one (1) on-premises sign will be allowed for each business.
    - b. The maximum allowable size for each sign shall be twelve (12) square feet.
    - c. Illuminated signs shall be illuminated only as long as the advertised business is open.
    - d. No sign shall be erected or placed closer than five (5) feet to the lot line adjacent to the street.
- G. Signs in Commercial and Industrial Districts Requiring a Permit.
1. Setback. Free standing and monument signs shall be located a minimum of five (5) feet inside all private property lines.

2. Lighting. All lighting shall comply with the requirements of Ordinance No. 1967 commonly referred to as the Night Sky Protection Ordinance. In no event may an illuminated sign or lighting device be placed or directed so the beams constitute a traffic hazard or nuisance. All wiring, fitting and material used in construction, connection and operation of electrically illuminated signs shall be in accordance with the provisions of the Uniform Electric Code.
3. Number of Signs. In Commercial and Industrial Zoning Districts, each use is limited to two (2) wall signs. In addition, one (1) monument sign or one (1) free standing sign is permitted for each building, regardless of the number of businesses or industrial uses conducted in any one (1) building.
4. Height.
  - a. No monument sign shall exceed five (5) feet in height.
  - b. No free standing sign shall exceed thirty (30) feet in height.
5. Permitted Surface Area.
  - a. Wall Signs. The total surface area of all wall signs is limited to one hundred (100) square feet in the Central Business District and otherwise to two (2) square feet of sign for each lineal foot of frontage width of the business, provided that the maximum total surface area for all wall signs does not exceed three hundred (300) square feet.
  - b. Monument Signs. Monument signs shall not exceed one hundred (100) square feet in total surface area.
  - c. Free Standing Signs. Free standing signs shall not exceed one hundred fifty (150) square feet in total surface area.
6. Roof-Mounted Signs. Any sign located on the roof of a building shall not exceed twenty-four (24) inches in height and shall not exceed the top of the roof line. The square footage of roof-mounted signs shall be counted as a portion of the limitation on wall-mounted signs, i.e., the total surface area of wall-mounted signs added to any roof-mounted signs may not exceed three hundred (300) square feet maximum, or less if the linear front footage of the building is less than one hundred fifty (150) feet.
7. Off-Premises Signs. A business may have up to four (4) off-premises signs; however, the total square footage of these off-premises signs may not exceed one hundred fifty (150) square feet. No other off-premises signs shall be allowed. Excepted from this provision are:
  - a. Garage sale or hobby show signs no greater than two (2) square feet in area on the date only of the activity;
  - b. Auction and special event signs no greater than nine (9) square feet in area for no longer than three (3) days (seventy-two (72) hours);
  - c. Directional signs for public facilities and museums;
  - d. Banner signs for public performances not exceeding one hundred twenty (120) square feet to be posted for no more than twenty (20) days.
    - i. No signs in the public right-of-way or in any required right-of-way shall be allowed except for governmental traffic control signs (unless a business premises is on the railroad right-of-way). Properly permitted sandwich board signs not to exceed six (6) square feet per side are excepted from this provision provided that they shall be limited to one (1) per twenty-five (25) feet of building frontage and may only be located in front of the business being advertised. The City Commission, upon request from a property owner in front of whose property a sign is to be located, may, where deemed in the public interest, allow a sandwich board sign to be placed other than in front of the business being advertised.

- 8. **Banner Signs.** Temporary banner-type signs shall be allowed for a period of no more than sixty (60) days, limited to no more than seventy-five (75) square feet, and used by any business or entity no more than once per year.
- H. **Variance Parameters for Signs.** Variances may be granted only if there is undue hardship from the application of these sign regulations due to the particular location and site characteristics of the applicant that are different from those cited generally.
- I. **Damaged Signs.** Any existing sign not in conformity with this Section that is damaged in either surface area of the sign or in the structure by more than fifty (50) percent shall be removed and any new sign shall meet all requirements of this Section.
- J. **Complaint and Notice of Violation Procedure.** The City Code Enforcement Officer shall issue a notice of violation in person to the offending property owner, business owner or agent, as the case may be, specifying the violation and steps necessary for correction. If the violation is not brought into compliance within fifteen (15) working days from the personal delivery of the notice of violation, the City shall file a civil complaint against the offending person. Failure to provide the written notice identified herein shall not preclude the filing of a complaint in City Court.
- K. **Violation and Civil Penalty.** It shall be a civil infraction for any person to violate any provision of this Section. Any violation of any provision of this Section is a civil infraction punishable by a civil fine not to exceed Three Hundred Dollars (\$300.00).

(Ord. 1738, 3/2/93; Ord. 1749, 9/20/93; Ord. 1819, 10/16/95; Ord. 1820, 10/16/95; Ord. 1860, 6/16/97; Ord. 1873, 5/18/98; Ord. 1883, 2/1/99; Ord. 1975, 9/5/06)

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

- A. **Parking area design.** Parking spaces and drive aisles shall meet the dimensions listed in Table 30.51 below. .

Table 30.51. Parking stall and drive aisle dimension requirements.

<b>Parking Angle</b>	<b>Parking Stall Length</b>	<b>Parking Stall Width</b>	<b>Drive Aisle Width One-Way/Two-Way</b>
30°	18'6"	9'	13'/21'
45°	18'6"	9'	13'/21'
60°	18'6"	9'	16'/21'
75°	18'6"	9'	16'/21'
90°	18'6"	9'	—/24'

- 1. Parking lots for all multi-family residential, commercial, industrial and mixed-use development shall be paved. Gravel parking areas are not permitted for any use other than single-family residential. Pervious pavers and green paving systems are encouraged.

2. Parking areas are encouraged to utilize as little land area as possible to meet the minimum parking standards. Overparking, or adding more parking spaces and area than required by the minimum standards, is highly discouraged.
  3. To minimize vehicular conflicts on roadways and vehicular crossings of the sidewalk, the preferred access to parking areas for all uses are alleyways. Where alleyways are not an available or feasible option for parking access, uses are encouraged to utilize shared access points. Parking areas should be accessed from side streets rather than major roadways throughout the City.
- B. Location. Off-street parking facilities shall be located as hereafter specified: any distance specified shall be in walking distance measured from the nearest point of the parking facility to the nearest point of the lot that such facility is required to serve:
1. For one (1) family, two (2) family, and accessory dwellings: Off-street parking is required on the same lot or an adjoining lot with the building they are required to serve.
  2. For multiple dwellings and townhouses: Off-street parking is required within a walking distance of one hundred (100) feet.
  3. For hospitals, sanitariums, convalescent homes, nursing homes, rest homes, homes for the aged, asylums, retirement homes, rooming and boarding houses: Off-street parking is required within six hundred (600) feet.
  4. For uses other than those specified above: Off-street parking within five hundred (500) feet is required.
  5. For large-scale retail uses: Off-street parking is required to be on the same lot and to the rear or side of the primary structure on the lot.
- C. Expansion or Enlargement. Whenever any building is enlarged in gross floor area by more than ten (10) percent, off-street parking shall be provided for the expansion or enlargement portion only in accordance with the requirements of this article. Nothing in this provision shall be construed to require off-street parking spaces for the portion of such building previously existing before enlargements or for existing buildings that undergo a change in use.
- D. Non-Conforming Use. Voluntary establishment of off-street parking or loading facilities to serve any existing use of land or buildings, even though non-conforming, is allowed and encouraged.
- E. Mixed Occupancies. In the case of mixed uses, the total requirements for the various uses shall be computed separately. Off-street parking facilities for one use shall not be considered as a substitute or for joint use.
- F. Use Not Specified. In the case of a use not specifically mentioned in a zone, the requirements for off-street parking facilities shall be determined by the Zoning Coordinator or their authorized representative. Such determination shall be based upon the requirements for the most comparable use listed.
- G. Joint Use. The Zoning Coordinator or their authorized representative may authorize the joint use of parking facilities for the following uses or activities under conditions specified:
1. Up to fifty percent of the parking facilities required for primarily "night time" uses such as theaters, bowling alleys, bars, restaurants and related uses may be supplied by certain other types of buildings or uses herein referred to as "day time" uses such as banks, offices, retail, personal-service shops, clothing, food, furniture, manufacturing or wholesale and related uses.
  2. Up to one hundred percent of the parking facilities required for a church or for an auditorium incidental to a public or parochial school may be supplied by the off-street parking facilities provided by uses primarily of a day time nature.
  3. In mixed-use developments, up to 50% of the parking facilities required for the residential use may be supplied by the related day time commercial or light industrial uses. The commercial or

light industrial use must be closed between 6 p.m. and 8 a.m. to be considered for joint use parking

- H. Conditions Required for Joint Use. The building for which application is being made to jointly utilize the off-street parking facilities provided by another building shall be located within 500 feet of such parking facilities.

The applicant must show that there is no substantial conflict in the principal operating hours at the two buildings or uses for which joint use of off-street parking facilities as is proposed.

The applicant must also present a legal agreement executed by the parties concerned for joint use of off-street parking facilities.

- I. Central Business District. In the Central Business District Zone any commercial enterprise that is required to meet the minimum standards for off-street parking, shall be required to have only fifty (50) percent of the parking space requirements in the Table of Minimum Standards. Apartment units in the Central Business District shall meet the full parking space requirements.
- J. Table of Minimum Standards — Off-Street Parking. Parking spaces shall be required as set forth in the following table, and where alternatives or conflicting standards are indicated, the greater requirements shall apply: Where the total quota results in a fraction, the next highest full unit shall be provided; and in case of a use not specifically mentioned, the requirements of the most similar mentioned use shall apply.

USE	SPACE REQUIRED
Bowling alleys.	Five per alley.
Medical and dental clinic.	One per 200 square feet of gross floor area.
Banks, business and professional offices with on-site customer service.	One per 400 square feet of gross floor area.
Offices not providing on-site customer services.	One per 4 employees or one per 800 sq. ft. of gross floor area, whichever is greater.
Mortuaries.	One per 5 seats in the principal auditorium.
Manufacturing uses, research testing, and processing, assembling, all industries.	One per 2 employees on maximum shift but not less than one per each 800 square feet of gross floor area.
Libraries and museums.	One per 500 square feet of gross floor area.
Schools, elementary and junior high, public, private or parochial.	One per each employee.
School, high school, public or private.	One per each employee and one per 5 students.
Service stations and drive-in restaurants.	One per 80 sq. ft. gross floor area, with 10 spaces minimum requirement.

Residential, single-family.	2 per dwelling unit.
Residential, duplex or multi-family.	2 per dwelling unit for first 4 dwelling units, then 1.5 for each dwelling unit thereafter.
Boarding houses and similar uses.	One per dwelling unit or lodging unit.
Convalescent homes, nursing homes, rest homes	One per 6 beds plus one per each staff member on duty on a maximum shift.
Warehouses, storage and wholesale business and freight terminals.	10 spaces for the first 20,000 square feet of gross floor area* and one space for each additional 10,000 square feet.
<del>Food or beverage places with sale and consumption on premises</del> <u>Eating and drinking establishments.</u>	One per 100 sq. ft. of gross floor area for the first 4,000 sq. ft. with 10 spaces minimum requirement and one space for each additional 300 square feet.
Furniture, appliance, hardware, clothing, shoe, personal-service stores.	One per 600 square feet of gross floor space.
Motor vehicle, machinery, plumbing, heating, ventilating, building material supplies, sales and service.	One per 1,000 sq. ft. of gross floor area plus one per three employees.
Retail stores or service businesses not otherwise named.	One per 500 square feet of gross floor area.
Large-scale Retail	One per 800 sq. ft. of gross floor area.
Retirement homes, housing projects for senior citizens.	1-6 dwelling units 0.5 per dwelling unit; 7-18 dwelling units 0.33 per dwelling unit; over 18 dwelling units 0.25 per dwelling unit; minimum of 5 spaces.
Motels, hotels and motor courts.	One per sleeping room.
Hospitals and institutions.	One per 3 beds plus one per 3 employees.
Theaters.	One per 10 seats.
Health and exercise establishment	One per 200 square feet of gross floor area plus 3 per court

Churches, auditoriums and similar open assemblies.	One per 5 seats or one per 100 linear inches of pew or one per 65 sq. ft. of gross floor area used for assembly purposes, whichever is greater.
Stadiums, sport arenas and similar open assemblies.	One per 8 fixed seats plus one per 100 sq. ft. of assembly space without fixed seats.
*In calculating minimum required parking, gross floor area shall not include car ports and garage areas.	

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



- 3. Parking areas shall have engineered stormwater retention and/or detention systems consistent with the City of Livingston Design Standards and Specifications Policy to prevent runoff into adjacent properties and rights-of-way. Collected stormwater is highly encouraged to be reused to irrigate on-site landscaping.
- R. Bicycle Parking
  - a. Bicycle Parking Standards and Design.
    - i. In all multi-family residential, commercial, industrial and mixed-use development, the amount of provided bicycle parking shall be no less than 10% of the required automobile parking spaces. In buildings with less than 20 parking spaces, two (2) bicycle parking spaces shall be required. Buildings with existing bicycle parking in the adjacent right-of-way may waive the required bicycle parking spaces if the number of bicycle parking spaces provided within the adjacent right-of-way is equal to or greater than the number of spaces required by this regulation. Where there are five (5) or more bicycle spaces required, 20% of those spaces shall be for bicycles with trailers.
    - ii. A bicycle parking space shall be no less than three (3) feet wide by six (6) feet long. Bicycle with trailer spaces shall be no less than three (3) feet wide by ten (10) feet long.
    - iii. The preferred bike rack styles are inverted U or post and loop racks.
  - b. Bicycle Parking Location.
    - i. In all commercial, industrial and mixed-use development, bicycle racks designed to allow bicycles to be securely locked to them must be provided as close as possible to the main entrance of the building, and must be in a location visible from the public right-of-way.
    - ii. Buildings with multiple entrances are highly encouraged to place bicycle racks at each entrance.
    - iii. Multi-family residential developments are encouraged to provide secure and sheltered bicycle parking.
- S. Pedestrian Walkways. Multi-family residential, commercial, industrial and mixed-use development shall provide pedestrian walkways. A system of pedestrian walkways is required to connect each primary use structure on-site to the following: adjacent public sidewalks, on-site parking, other on-site primary use structures, bicycle parking areas, and common outdoor use areas.
- T. Landscaping Requirements for Parking and Loading Areas. Screening, in the form of trees, hedges or other vegetation shall be required between commercial, industrial and multi-family parking, loading and/or storage areas and any public right-of-way. Such screening shall be entirely on private property, shall be a minimum of four (4) feet in height, and shall not constitute a safety hazard for vehicular or pedestrian movement as defined in Section 30.52 of the Livingston Municipal Code. Decorative walls or fencing or earthen berms may also be used in combination with vegetative screening subject to review and approval of the City.
  - 1. General Requirements for Landscaping Plantings. All landscaping shall consist of native, drought-resistant plantings and should be planted using a variety of species planted in an informal arrangement. The use of xeriscaping, food producing plantings, and pollinator friendly plantings are preferred.
  - 2. Planting, watering, and upkeep of all plantings shall be the perpetual responsibility of the owner. In particular, sufficient watering shall be provided to assure the survival of all plantings.
  - 3. Perimeter plantings, when mature, shall provide at least 50% screening of the parking areas using dense deciduous clusters or evergreen trees. A mix of dense hedge clusters and small open spaces is allowed.

- 4. Parking lots are encouraged to be broken into smaller areas surrounded by landscaping to minimize large unbroken paved areas. Large deciduous trees are encouraged in the interior of parking lots. Denser hedges are encouraged around the perimeter of parking lots.

U. Landscaping Requirements for the Interior of Parking Areas.

- a. Option #1. Parking areas will be designed so that parking rows will consist of not more than ten (10) automobiles. Any parking area which has a capacity of twenty (20) or more automobiles will be required to provide landscaped islands between parking rows. The island(s) will be at least five (5) feet wide and shall consist of vegetation or other landscape treatment as well as a minimum of one deciduous (1) shade tree per every ten (10) parking spaces or portion thereof. The island(s) will be separated from the parking surface by a curb of at least six (6) inches in height.
- b. Option #2. In the alternative, where parking rows are to consist of more than ten (10) parking spaces, landscaped islands will be provided in accordance with an approved landscape plan. The plan will provide for landscaped area equal to a minimum of five (5) percent of the gross parking lot area. When using this option at least two (2) islands will be required and each island must be a minimum size of fifty (50) square feet. Each island shall contain vegetation or other landscape treatment as well as a minimum of one (1) shade tree per every ten (10) parking spaces or portion thereof.

Sec. 30.52. - Fences and hedges.

- A. Heights. Fences, walls and hedges may be erected or maintained in any residential zoning district provided that no fence, wall or hedge over four (4) feet in height shall be erected or maintained in any front street or side street, or the side yard extending from the foremost edge of the house to the point where the side yard line intersects the front street or side street lot line. Fences and walls located along side yards from the foremost edge of the house to the rear lot line, and along the rear lot line, shall not exceed a height of six (6) feet.

Height, for the purpose of this section, shall be defined as the vertical distance from the top rail, board, wire, or top of hedge to the ground directly below.

- B. Visibility at Alley and Private Drive Approaches. On the street side of all lots where an alley or driveway enters the street right-of-way, a triangular clear vision zone shall be maintained. Said zone shall measure ten (10) feet into the lot as measured from the edge of the sidewalk nearest the property line, and twenty (20) feet parallel to the street measured from the edge of any alley or driveway, along the edge of the sidewalk nearest the property line. No fence, wall, hedge, or shrub over three (3) feet in height shall be erected or maintained within the above defined clear-vision zone. If no sidewalk exists, the point of reference for all measurements shall be determined by the Building Official.

Regardless of other provisions of this section, no fences, wall, or hedge which materially impedes vision of vehicles entering an abutting street shall be erected or maintained.

- C. Prohibited Fences. No electric fences shall be permitted in any zoning district. No barbed wire fence shall be permitted in any residential zoning district.
- D. Prohibited Locations. No fence, wall or hedge shall be erected or maintained in a public street or right-of-way.
- E. Prohibited Materials. All fences shall be constructed from approved fencing materials and shall not be constructed from railroad ties, rubble or salvage.

Sec. 30.53. - Animals.

Prohibited Animals. No livestock or fowl as defined in Article II of this ordinance, may be kept or maintained in any zoning district in the city, except for licensed veterinarian services, and except for those kept pursuant to permit obtained pursuant to Section 4-2 through the office of the Sanitarian.

Sec. 30.54. - Motor vehicles or parts.

All inoperable motor vehicles or any parts thereof parked or stored in the open on any property for a period exceeding five (5) days will not be allowed and will be deemed a public nuisance. Any vehicle that is judged to be abandoned will be removed in accordance with the Livingston City Ordinances.

Sec. 30.55. - Home occupations.

A. General.

1. It is the intent of this ordinance to permit home occupations that meet the following criteria in any residential district. No other home occupations except those meeting this criteria will be allowed. Nonconforming home occupations shall meet the criteria within one year from the effective date of this ordinance.
2. The purpose of this ordinance is to protect the residential characteristic of the neighborhoods in Livingston. It is to ensure that the home occupations which are allowed to operate will not impose any burdens on the neighboring landowners.

B. Definitions.

1. A home occupation is defined as any business or commercial activity that is conducted or petitioned to be conducted from a property which is zoned for residential use and which meets the conditions set forth in Section 30.55.C and Section 30.55.E.1. However, a medical marijuana facility is hereby specifically excluded from consideration as a home occupation.
2. A home occupation permit is a permit issued for a home occupation that is authorized by Section 30.55.E without hearing.
3. A home occupation conditional use permit is a permit authorized by the City Board of Adjustment only after a public hearing by the Board.

C. Criteria. Home occupations must fit all of the following criteria:

1. No person shall be employed other than the residents of said dwelling.
2. The occupation shall be conducted wholly within the dwelling or within an accessory building located on the property.
3. The gross floor area devoted to the occupation shall not exceed fifteen (15) percent of the total gross floor area of the dwelling unit plus accessory buildings on the property.
4. The occupation shall not impose upon adjacent residences unreasonable burdens due to noise, vibration, glare, fumes, odors, hours of operation, traffic, or electrical interference. The above shall not be detectable by normal sensory perception beyond the dwelling or accessory building in which the business is located.
5. Direct sales of products off display shelves or racks is not allowed, but a person may pick up an order which was placed earlier by telephone or at a sales party.
6. There shall be no signs erected other than those allowed by this ordinance in residential districts.
7. A minimum of one off-street parking space for each business related vehicle shall be provided on the property. Each parking space shall meet minimum standards for off-street parking established elsewhere in this code.
8. Commercial deliveries shall not restrict regular traffic. Deliveries made by tractor trailer vehicles to home occupations are prohibited in a residential area.
9. There shall be no display or evidence apparent from the exterior of the lot that the premises are being used for any purpose other than that of a dwelling, except for the permitted sign.
10. Outdoor storage of materials for the home occupation is prohibited.

11. No toxic, flammable, hazardous, or explosive industrial substances shall be used or stored on the premises unless registered with the Local Emergency Planning Committee. Said premises shall be subject to regular fire inspections.
  12. No home occupation shall be permitted without the prior issuance of a home occupation permit or home occupation conditional use permit.
- D. Enforcement.
1. The permit shall be valid only for the proposed business as operated by the applicant. The permit shall be non-transferable either to another property or to another owner or operator. It may be revoked upon sufficient showing that a permit holder is violating the terms of the permit.
  2. The business shall be subject to regular inspections by the City Fire Marshal and/or the City Building Inspector. The inspections shall be done during regular business hours.
  3. The Building Official shall be responsible for enforcing this section of this ordinance, and shall report any violations to the Livingston City Attorney.
- E. Compliance. It is the intent of this subsection to provide the Building Official with the means to enforce the Home Occupation section of this ordinance.
1. Businesses shall be divided into two categories based on the expected impact they will have on the residential neighborhood they are proposed for.
    - a. A Major Home Occupation is one which can be expected to have some impact on the neighborhood it is proposed for. It is one which has some visible evidence of the occupation and shall accommodate both the residential and business related parking needs on the property. Additional characteristics include:
      - (1) The business may have a sign; or
      - (2) The business may create some additional traffic for deliveries and customers.
    - b. A Minor Home Occupation is one which has no visible exterior evidence of the conduct of the occupation, which does not generate additional traffic, and in which no equipment other than that normally used in household, domestic, or general office use. Additional characteristics may include:
      - (1) The business shall not have a sign.
      - (2) No use of material or equipment not recognized as being part of the normal practices of owning and maintaining a residence shall be allowed.
      - (3) No hazardous, flammable, explosive or toxic industrial substances may be used in a minor home occupation.
  2. All Home Occupations in existence at the time of the adoption of this Ordinance and all new home occupations which fit the criteria of a minor home occupation shall be required to get a Home Occupation Permit.
    - a. The purpose of the Home Occupation Permit is to ensure compliance with this section of the Ordinance.
    - b. The Home Occupation Permit may be issued by the Building Inspector upon application by the owner of a Home Occupation.
    - c. The application shall be accompanied by a floor plan for the residence with the area to be used for the business clearly marked.
    - d. The application shall be accompanied with a fee of twenty dollars (\$20.00) to cover processing.
  3. All new Major Home Occupations shall be required to be reviewed by the City Board of Adjustment for a Home Occupation Conditional Use Permit.

- a. The Home Occupation Conditional Use Permit process shall be initiated by application to the City Zoning Administrator.
- b. The Zoning Administrator shall review the application for completeness and prepare it for review by the City Board of Adjustment.
- c. The Zoning Administrator shall schedule a public hearing, advertise it two (2) times beginning at least fifteen (15) and not more than thirty (30) days prior to the public hearing date.
- d. The Zoning Administrator shall notify the adjoining landowners within three hundred (300) feet of the proposed Home Occupation location, on the proposed business, and the date of the public hearing by mail at least fifteen (15) days prior to the date of the public hearing. The request shall be posted on the property at least ten (10) days prior to the public hearing.
- e. The City Board of Adjustment shall conduct the public hearing and decide on the application.
- f. The City Board of Adjustment shall have the power to require any mitigating measures it deems necessary to protect the public health, safety and welfare.
- g. The Special Review shall have a fee of fifty dollars (\$50.00).

(Ord. No. 2022, § 3, 9/7/10)

Sec. 30.56. - Mobile homes.

- A. Residential Mobile Homes. Mobile homes are permitted in approved mobile home (RMO) parks and R-II (MH) districts only. No mobile homes shall be placed in other zoning districts except those specified in Section 30.56B.

Any mobile home or replacement of any existing mobile home moved onto a site in one of the approved zoning districts must contain a minimum of eight hundred (800) square feet, and must meet all of the following requirements before a Certificate of Occupancy can be issued by the Building Official:

- A) All mobile homes must be completely skirted.
- B) All mobile homes must be securely anchored at all four corners.
- C) The running gear must be removed.
- D) The tongue must be removed.
- E) All mobile homes must be placed on a permanent foundation. For the purpose of this part, a permanent foundation means a foundation system which has been designed and certified by a professional engineer or architect, or which has been specified by the mobile home manufacturer.

- B. Commercial Use. Mobile homes shall not be utilized for any commercial use, other than an on-premises office in connection with a mobile home sales business or as a temporary job shack located on a construction site. Such job shack must be removed within ten (10) days after completion of construction.

(Ord. 1813, 8/21/95)

Sec. 30.56.1. - Manufactured homes.

- A. Manufactured homes are permitted in all residential zoning districts. Any manufactured home or replacement of any existing manufactured home must contain a minimum of one thousand (1,000) square feet.

- B. All manufactured homes must be placed on a permanent foundation. For the purpose of this part a permanent foundation means a standard footing-type, perimeter foundation built to frost depth, with or without a basement.
- C. A manufactured home of less than 1000 square feet may be placed if it meets all of the following conditions:
  - a. The structure is on a permanent foundation.
  - b. The tract or parcel of land for the proposed use must be owned by a unit of local government or a community housing development organization.
  - c. The home must be used to provide affordable housing to households earning less than 80% of the area median income.
  - d. A management plan from the local government or community housing development organization addressing the following factors is submitted to the City Administration and City Commission:
    - i. Affordability plan (including proposed rents).
    - ii. Management plan (including client eligibility and intake).
    - iii. Proposed deed restrictions to be placed on the property requiring adherence to approved affordability plan.

(Ord. 1813, 8/21/95)

Sec. 30.57. - Commercial buildings in residential districts.

Whenever a commercial building is permitted in a residential district, either as a matter of right or by special use permit, that building must meet the density requirements of the residential zone in which it is located, except for the off-street parking requirements. The minimum off-street parking requirement will be established by the Building Official in accordance with Section 50.51.

Sec. 30.58. - Townhouses.

- A. Townhouses are permitted in RII, RII(MH) and RIII districts only.
- B. All townhouse development must comply with the density and setback requirements set forth in Table 30.41, the off-street parking requirements found in Section 30.51, and all other applicable regulations.

(Ord. 1798, 12/19/94)

Sec. 30.59. - Landscaping regulations.

- A. Purpose. The purpose of the ordinance codified in this section is to set forth minimum landscaping requirements for new or altered commercial, industrial, R-III and RMO Zones in order to minimize the visual impact upon public rights-of-way and incompatible uses in said zones and adjacent or abutting R-I or R-II Zones as well as establishing minimum buffering requirements between new or altered commercial, industrial, R-III and RMO Zones and existing incompatible uses and abutting or adjacent R-I or R-II zones and to lessen the impact of lighting.
- C. Prohibition. No land shall be used or occupied and no structure shall be designed, erected, used, occupied or altered where a building permit is required, nor shall any variance or special exception be granted, except in conformity with the regulations established in this section.
- D. General Landscaping Requirements. Landscaping shall be required as follows:
  - 1. A variety of species planted in an informal arrangement. The use of xeriscaping, edible plantings, and/or pollinator friendly plantings is preferred.

2. Planting, watering, and upkeep of all plantings shall be the perpetual responsibility of the owner. In particular, sufficient watering shall be provided to assure the survival of all plantings.
- E. Landscaping Requirements for Storage Areas. Screening, in the form of trees, hedges or other vegetation shall be required between commercial, industrial and multi-family storage areas and any public right-of-way. Such screening shall be entirely on private property, shall be a minimum of four (4) feet in height, and shall not constitute a safety hazard for vehicular or pedestrian movement as defined in Section 30.52 of the Livingston Municipal Code. Decorative walls or fencing or earthen berms may also be used in combination with vegetative screening subject to review and approval of the City.
3. Buffering Required Between Different Land Uses. Where commercial, industrial, multi-family or mobile home park land uses abut or are adjacent to lower density residential land uses or zones, either directly or when separated by an alley or street right-of-way or other natural or manmade structure, the commercial, industrial, multi-family or mobile home park use will provide a landscaped buffer zone screening itself from the lower density residential use.
    - a. Buffer Zone. The buffer zone shall be a minimum of five (5) feet in width with an additional five (5) feet required for each story of the commercial, industrial or multi-family use above one (1) story, not to exceed twenty-five (25) feet in width.
    - b. Screening. Screening shall be installed within the buffer zone which shall consist of vegetation or vegetation and a combination of berm, fencing or masonry walls to a minimum height of six (6) feet in a manner which does not create a safety hazard for vehicular or pedestrian movement or interfere with the requirements of Section 30-52(B) of the Livingston Municipal Code.
    - c. Shade Trees. In addition, a minimum of one (1) shade tree per 250 square feet of buffer zone shall be required. Shade trees required hereunder shall be a minimum of two and one-half (2 ½) inches, DBH, in size at the time of planting.
  4. Buffering Required Along State Highways. Where parking areas abut Park Street (State Highway 89) or State Highway 10, a landscape buffer is required between any of the aforementioned roads and parking areas. Informal, clustered plantings are encouraged. Bicycle and walking pathways may be integrated into the buffer.
    - a. Buffer Zone. The buffer zone shall be a minimum of 30 feet in width.
    - b. Trees. A minimum of one (1) shade tree and one (1) evergreen tree per 300 square feet of buffer zone shall be required. Trees required hereunder shall be a minimum of two and one-half (2 ½) inches, Diameter at Breast Height (DBH), in size at the time of planting.
- E. Purpose of Lighting Restrictions. The goal in regulating exterior illumination is to direct, to the maximum extent possible, all artificial light onto the property from which it originates. This section does not apply to street lighting provided by a governmental agency. All lighting is required to comply with the adopted Night Sky Protection Act.
1. Parking or Storage Area. In any area required to buffer itself from adjacent land uses, all exterior lighting shall be limited in height to no more than sixteen (16) feet and will be required to be of a design which directs light downward through the use of a directional shade.
  2. Signs and Decorative Lighting. In commercial and industrial areas adjacent to any land use from which it must be buffered, the following lighting regulations shall apply:
    - a. Internally Illuminated Signs. Internally illuminated signs shall not exceed sixteen (16) feet in height. Internally illuminated canopies or structural panels are prohibited. Alternately, spot-lit signs, canopies or panels may be approved at standard heights if they will not adversely effect neighboring property which determination rests with the discretion of the city planning office, subject to appeal to the Board of Adjustment.

- F. Penalty. A violation of this section is a misdemeanor punishable by fine not to exceed five hundred dollars (\$500.00). Each day that a violation is allowed to continue shall be deemed a separate and punishable offense.

(Ord. 1852, 4/21/97)

Section 30.60.- Sexually oriented businesses.

No sexually oriented business shall be operated or maintained within the corporate limits of the City of Livingston except within the Industrial Zone with the further limitation that no sexually oriented business shall be front on Park Street and shall be set back from Bennett Street a minimum distance of two hundred fifty (250) feet. No sexually oriented business shall be operated or maintained within six hundred (600) feet of either a City or County residential zone, a church, an elementary or high school, a State-licensed day care facilities, public libraries, parks or playgrounds, or another sexually oriented business. The distance limitation in this section shall be measured in a straight line from the main public entrance of said sexually oriented business to the property line of properties in residentially zoned districts, churches, elementary or high schools, State-licensed day care facilities, public libraries, parks or playgrounds, or another sexually oriented business.

Sec. 30.61. - Wind powered generators.

A. Definitions.

1. "Wind Powered Generator(s)" or "WPG" means any device, such as a wind charger, wind mill, or wind turbine, and associated facilities including the support structure of the system, such as a tower, that covers wind energy to electrical energy which has been certified to conform to applicable industry standards by a nationally recognized certifying organization such as Underwriters Laboratories or similar certifying organization.
2. "Wind powered generator height" means the height of a freestanding WPG shall be measured from the ground level to the highest point on the WPG, including the vertical length of any extensions of the WPG, such as the blade.
3. "Tower", as used herein, includes the support structure and all components of the WPG.

B. Special Exception. Wind-powered generators (WPG), as defined herein, are permitted upon the issuance of a Special Exception permit within any zone, provided the following standards, and any related conditions imposed by the Board of Adjustment, are satisfied. No WPG, or modification thereto, shall be constructed within the City of Livingston, unless a permit has been issued by the City.

1. The permit application shall be accompanied with a non-refundable fee in the amount of one hundred dollars (\$100.00).
2. The permit application shall contain a narrative describing the proposed project, the project location, the approximate generating capacity of the facility, a site plan, a photograph of the same type of wind powered generator being proposed and whether the system will be standalone or interconnected to a public utility under the provisions of 69-8-601 et seq. Montana Code Annotated.

C. Maximum Height. The maximum height of a freestanding WPG, on any parcel, or combination of parcels thereof, having a total square footage of one (1) acre or less is limited to sixty (60) feet in height. The maximum height of a freestanding WPG, on any parcel, or combination of parcels thereof, having a total square footage of one (1) acre or more is limited to one hundred (100) feet in height.

1. The Board of Adjustment may increase the height of freestanding WPG, provided that in the residential and commercial, districts such increase shall not exceed the maximum height by more than fifty (50) percent. The applicant shall demonstrate, to the Board of Adjustment's satisfaction, that the surrounding topography, structures, vegetation, and other factors make a tower that complies with the height restrictions impractical.



2. Notwithstanding the height limitations of the zoning district, building mounted WPG shall be permitted in all zoning districts, subject to approval by the Board of Adjustment, and shall comply with the following standards:
    - a. Building mounted WPG shall not exceed fifteen (15) feet in height.
    - b. Building mounted WPG shall be prohibited on residential structures less than four (4) stories and forty-two (42) feet in height.
    - c. On nonresidential buildings less than four (4) stories and forty-two (42) feet in height, building mounted WPG shall be setback at least ten (10) feet from the front, side, and rear exterior walls of the structure on which it will be mounted.
    - d. Building mounted WPG shall be installed on the top story.
    - e. The structure upon which the proposed WPG is to be mounted shall have the structural integrity to carry the weight and wind loads of the WPG and have minimal vibration impacts on the structure, as determined by a structural engineer.
  3. Minimum ground clearance. The blade tip of any WPG shall, at its lowest point, have ground clearance of no less than fifteen (15) feet.
- D. Minimum Setback. Minimum setback from any property line shall be one hundred (100) percent of the total tower height, as defined herein and no guy wire may extend close than thirty (30) feet from any property line. No part of the wind generator shall extend over, or across, any part of a public right-of-way.
- E. Noise Standard, Shadow Flicker and Signal Interference:
1. Any noise produced by a WPG, permitted under this Section, shall be less than sixty (60) db as measured from the closest neighboring occupied building; and it is incumbent upon the applicant to demonstrate compliance prior to the issuance of any permits by the Board of Adjustment.
  2. The facility owner and operator shall make reasonable efforts to minimize shadow flicker to any occupied building not on the property upon which the WPG is located.
  3. The applicant shall make reasonable efforts to avoid any disruption or loss of radio, telephone, television or similar signals, and shall mitigate any harm caused by the wind powered generators.
- F. Fencing Requirement and Warnings. All WPG installations, other than single-pole towers, shall be enclosed by a fence with locking gate, or incorporate other effective measures to discourage unauthorized climbing of the tower. Towers shall not be climbable up to fifteen (15) feet above ground surface. A visible warning sign concerning voltage must be placed at the base of all towers. Reflective and brightly colored tubing shall be placed on guy wires up to a height of ten (10) feet from the ground.
- G. Control and Brakes. All wind powered generators shall be equipped with a redundant braking system. This includes both aerodynamic overspeed controls (including variable pitch, tip and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode. Stall regulation shall not be considered a sufficient braking system for overspeed protection.
- H. Liability insurance: Construction Phase. There shall be maintained a current general liability policy covering bodily injury and property damage with limits of at least one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate. Certificates of insurance shall be filed with the City of Livingston who will also be named as an additional insured.
- I. Aesthetics. WPG colors shall be of neutral subdued tones such as each tones or green or brown. Gray, including darkening galvanized gray, is also acceptable. If constructed on top of structure and visible from the ground, the WPG colors shall be a shade of sky blue. WPG shall not be finished in bright or vivid colors intended to draw attention to the structure or property. WPG shall not be illuminated by artificial means, except where required by the Federal Aviation Administration, or other federal, state, or local law.

- 1. All permitted WPG shall be placed in a reasonably available location that will minimize the visual impact on the surrounding area, and allow the facility to function in accordance with the standards established by this Section, and all other federal, state, and local law.
- 2. Wind towers shall not display any advertising, except for reasonable identification of the manufacturer and facility owner/operator, not to exceed one (1) square foot in size.
- J. Building, Electrical, Other Permits. All WPG shall comply with all applicable building, electrical, mechanical, and other permits required and issued by the City of Livingston, the State of Montana and/or federal regulations. This is to include any approvals required from the Historic Preservation Commission, or other local entity.
- K. Technological Obsolescence. If an applicant can demonstrate, to the satisfaction of the Board of Adjustment, that improvements in WPG technology have made some parts of this Section, and requirements, obsolete or unnecessary, the Board of Adjustment may waive those requirements while still satisfying the original intent and application of this Section. Once every two (2) years, the City shall review existing WPG technology for comparison to this Section, to be sure technological improvements are addressed.
- L. Requirements for Removal. Any WPG that is abandoned, damaged, inoperable, or unused for power generation shall be removed within twelve (12) months of the cessation of operations, unless an extension is approved by the Board of Adjustment. If such an extension is not approved, such WPG shall be deemed a nuisance and require its removal at the property owner's expense. After the WPG removal, the owner of the site shall restore the site to its original, or an improved, condition.
- M. Application of Nuisance Law. If, after a Special Exception permit is issued, by the Board of Adjustment for a WPG, and the same WPG fails to comply with any part of this Section, it may deemed a nuisance and all applicable nuisance laws and regulations may be utilized for mitigation.

(Ord. No. 2002, § 1, 8/4/08)

**Editor's note**— Ord. No. 2002, § 1, adopted Aug. 4, 2008, amended Ch. 30 with the addition of a new, unnumbered section. Said section has been numbered § 30.61 at the discretion of the editor.

## SECTION 2

**Effective date:**

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

**PASSED** by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the \_\_\_\_\_ day of September, 2021.

\_\_\_\_\_  
**DOREL HOGLUND – Chair**

**ATTEST:**

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**FAITH KINNICK**  
**Recording Secretary**

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**PASSED ADOPTED, AND APPROVED** by the City Commission of the City of Livingston,  
Montana, on second reading at a regular session thereof held on the \_\_\_\_\_ day of December, 2021.

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**DOREL HOGLUND – Chair**

**ATTEST:**

**APPROVED AS TO FORM:**

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**FAITH KINNICK**  
**Recording Secretary**

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**COURTNEY LAWELLIN**  
**City Attorney**

November 1, 2021

**STAFF REPORT**  
**ZONING TEXT AMENDMENT – MANUFACTURING USES AND USE TABLE**

**Background**

Planning staff has proposed an amendment to the City Zoning Ordinance to update how manufacturing uses are defined and allowed, and update the List of Uses (Table 30.40). The update was initiated to allow for more clarity on what uses would be considered light manufacturing and what uses would be considered heavy manufacturing under the current zoning regulations, and to ensure the current definitions are not preventing generally acceptable uses from moving into areas of the City. The definition of light manufacturing requires that no “significant noise, odor, glare, or vibration” is detectible beyond the property line. Specifically, staff has spoken with two separate food/beverage producers that were unclear they would be classified as light or heavy manufacturing as often their production produces food odors that extend beyond the property lines. This uncertainty is actively discouraging low-impact manufacturing and production businesses from locating in Livingston. As manufacturing uses generally provide more stable, year-around, and higher paid jobs than the retail and tourism industries, it is in the City’s best interest to encourage manufacturing uses that are compatible with commercial and residential uses have minimal impact on neighboring properties. To this end staff is recommending that manufacturing be broken into four distinct categories of increasing intensity to allow for more clarity and a broader range of manufacturing uses in commercial and mixed-use zones. The update also includes specific definitions for cideries, wineries, and microbreweries/microdistilleries as these manufacturing uses are all defined under state law.

A new definition of eating and drinking establishments has been proposed to replace the existing definition of “restaurants’ and “bars, taverns, and cocktail lounges” as the current language excludes uses that primarily serve food to-go, such as a bakery. Minor clarifying updates have also been proposed to the drive-in restaurant definition.

Minor updates to the use table are also proposed, generally for consistency and compatibility with other uses in specific districts.

**Proposed Findings of Fact**

***Proposed Zoning Updates:*** changes to the Zoning Ordinance can be found in a strikethrough-underline version included as Attachment I.

***Criteria and Guidelines for Zoning Regulations (MCA 76-2-304):*** (1) Zoning regulations must be:

- (a) made in accordance with a growth policy:

Staff Comments:

- *Strategy 3.1.1.2: Evaluate and amend the zoning ordinance to allow for higher densities and wider land uses in areas that can support such development.*
  - The proposed zoning amendment allows for a wider range of land uses than currently allowed but clarifying the definitions of “manufacturing” and allowing low-impact manufacturing uses in commercial and mixed-use zones.
- *Strategy 3.1.1.4: Promote any growth that maintains the compact, historic development patterns found in the historic city center.*
  - Historic development patterns included small-scale, low-impact manufacturing uses, especially food production. The zoning amendment would provide more clarity on allowing those uses to continue in the city center and other commercial and mixed-use areas.
  - Additionally, clarifying the zoning language should encourage additional manufacturing uses in the City, promoting historic development patterns.
- *Objective 3.1.3: Achieve higher levels of economic productivity through diversification, technological upgrades, and innovation, including a focus on high-value and labor-intensive sectors.*
  - Clarifying and further allowing manufacturing uses in the commercial and mixed-use areas of the City should promote diversification of the current predominant retail and tourism sectors.
  - Small-scale manufacturing is often both high-value and labor-intensive. Additionally, it often pays a high wage and more stable employment than the retail and tourism sectors.
- *Objective 3.2.2: Properly revise the Zoning Ordinance to allow a mixture of differing but compatible land uses.*
  - The intent of the proposed zoning amendments is to allow compatible manufacturing uses in commercial and mixed-use areas of the City.
- *Goal 6.1: Strengthen and diversify Livingston’s economy by supporting industries and initiatives that increase employment opportunities and personal income.*
  - Allowing for, and encouraging, additional manufacturing uses has the potential to both strengthen and diversify the City’s economy. While zoning cannot dictate that specific uses are located within the City, the current zoning regulation is actively discouraging small-scale manufacturing uses.

(b) designed to:

(i) secure safety from fire and other dangers;

Staff Comments:

- While some manufacturing uses do have a higher fire danger than commercial and residential uses, the proposed updates should have no effect on safety as all structures must continue to meet building and fire code and manufacturing uses are currently allowed within the City.
- None of the other updates to the use tables or definitions should have any impact on safety from fire and other dangers.

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

Staff Comments:

- Allowing for a more diverse economy and employment opportunities should promote the general welfare.
- The definition changes should have no impact on the public health, safety, or welfare as compared to the existing allowed manufacturing uses.
- None of the other updates to the use tables or definitions should have any impact on public health, safety, and welfare, as they have been designed to be compatible with existing uses or are only clarifying in nature.

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

Staff Comments:

- The zoning amendment should not have a greater impact on public requirements than the existing zoning regulations.
- Specific manufacturing uses can have higher demands on specific requirements (e.g. distilleries generally use significantly more water than other uses), the impacts on the City’s infrastructure will need to be evaluated prior to the placement of the use.
- None of the other updates to the use tables or definitions should have any impact on the provision of public requirements, all proposed changes are existing uses within the City and minor changes to the locations of those uses will not burden the City’s infrastructure.

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

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

Staff Comments:

- Manufacturing uses, especially those proposed to be classified as general manufacturing and intense manufacturing could have impacts on air quality as they have the potential to be a point source of air pollution. General manufacturing is proposed to be allowed in the Light Industrial (LI) and Industrial (I) zones and intense manufacturing is proposed to only be allowed in the I zone, this is generally consistent

with current allowances for manufacturing within the City. Artesian and limited manufacturing which is proposed to be an allowed use or special exception in all commercial zones should have minimal to no impact on air quality.

- No impact to the provision of light is expected from any of the proposed changes, no setback or height changes are proposed.

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

Staff Comments:

- None of the definition updates or allowed use changes should have any impact on motorized or non-motorized transportation systems.

*(c) promotion of compatible urban growth;*

Staff Comments:

- The intent of the amendment is to allow low-impact manufacturing uses compatible with near-by commercial and residential uses in commercial districts by clarifying the existing definitions of manufacturing.
- Updates to the use table are generally minor and designed to increase the consistency of the use tables with the intent of the zoning districts and other uses allowed in the districts.
- The updated manufacturing definitions should encourage new businesses compatible with neighboring commercial and residential uses by providing clarity on what is an is not allowed.

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

Staff Comments:

- No zoning map changes are proposed with this amendment. Use changes are minor and generally geared towards consistency and clarity.
- The updated manufacturing definitions add needed nuance to the zoning code allowing for uses such a food production in appropriate commercial districts.

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

Staff Comments:

- The proposed Zoning Amendment should have little to no effect on the value of land.

**Zoning Commission**

The zoning commission heard the item at their October 12<sup>th</sup> public hearing, and voted unanimously (5:0) to recommend approval of the changes proposed by Staff to the City Commission. No changes to the staff report or proposed language have been made subsequent to the Zoning Commission meeting.

**Staff Recommendation**

The Zoning Coordinator believes that the new language listed above meets both the requirements of State Statute and the needs of the City of Livingston. Staff recommends that the Commission adopt the proposed zone text amendment.

**Attachments**

Attachment I.....Strikethrough-underline version of amendment



**File Attachments for Item:**

**B. PUBLIC HEARING:**

**ORDINANCE NO. 3026: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 7 – POLICE DEPARTMENT, ARTICLE IV - DISPATCH SERVICES, AS ENACTED BY ORDINANCE NO. 1808 REGULATING THE FEES FOR FALSE ALARMS.**

**ORDINANCE NO. 3026**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 7 – POLICE DEPARTMENT, ARTICLE IV - DISPATCH SERVICES, AS ENACTED BY ORDINANCE NO. 1808 REGULATING THE FEES FOR FALSE ALARMS.**

\* \* \* \* \*

**Preamble.**

The purpose of this Ordinance is to update and amend the City’s False Alarm Ordinance to more clearly define the responsible party and to set the fees by resolution rather than in the Ordinance itself.

\*\*\*\*\*

**WHEREAS**, the City of Livingston has enacted Ordinance No. 1808 which sets the terms and fees for false alarms, and;

**WHEREAS**, the Ordinance requires updating to clarify the party responsible for false alarms and to remove the fees from the Ordinance so that they can be set by Resolution, and;

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

**SECTION 1**

That Chapter 7 – Police Department, be amended as follows with deletions struck through and additions redlined as follows:

**Article IV. Dispatch Services**

**Sec. 7-60. False alarm fees.**

A. A false alarm fee shall be charged when City equipment responds, by the City for false alarms reported to the Dispatch Center within any given quarter from the same location ~~as follows~~: False alarm fees will be set by the City Manager and approved by the City Commission.

	<del>Fire</del>	<del>Police</del>
	<del>Alarms</del>	<del>Alarms</del>
<del>First false alarm within the quarter</del>	<del>\$ 50.00</del>	<del>\$ 0</del>
<del>Second false alarm within the quarter</del>	<del>\$100.00</del>	<del>\$25.00</del>
<del>Third false alarm within the quarter</del>	<del>250.00</del>	<del>\$50.00</del>
<del>Fourth or greater false alarm within —the quarter (per alarm)</del>	<del>500.00</del>	<del>\$100.00</del>

B. ~~Also~~ The fee may be waived for alarms caused by factors off-premises if the user can definitely prove to the City ~~Manager~~ that the alarm did not occur on-premises.

C. The ~~above~~ fees and incident count shall not be applied where there is a student induced or vandal induced false alarm incident, to any regularly scheduled fire drills or to any alarms caused by telephone repair work. The City Manager, upon being presented substantial evidence that an alarm was caused by factors off the premises, may waive such fee.

D. Whoever ~~notifies the City is responsible for the premises~~ for the alarm shall be responsible for payment of all false alarm fees.

(Ord. 1793, 1/3/95; Ord. 1808, 7/3/95)

**SECTION 2**

**Statutory Interpretation and Repealer:**

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

**SECTION 3**

**Severability:**

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other provisions of this ordinance

which may be given effect without the invalid provision or application and, to this end, the provisions of this ordinance are declared to be severable.

**SECTION 4**

**Savings Provision:**

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

**SECTION 5**

**Effective date:**

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

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**PASSED** by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the \_\_\_\_ day of November, 2021.

\_\_\_\_\_  
**DOREL HOGLUND, CHAIR**

**ATTEST:**

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

\*\*\*\*\*

**PASSED, ADOPTED AND APPROVED**, by the City Commission of the City of Livingston, Montana, on a second reading at a regular session thereof held on the \_\_\_\_\_ day of December, 2021.

\_\_\_\_\_  
**DOREL HOGLUND, CHAIR**

**ATTEST:**

**APPROVED TO AS FORM:**

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

\_\_\_\_\_  
**COURTNEY LAWELLIN**  
City Attorney

**PUBLIC NOTICE**

**NOTICE**, is hereby given the Livingston City Commission will conduct a public hearing on Tuesday, December 21, 2021 at 5:30 p.m. after the second reading of **ORDINANCE NO. 3025: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 7 – POLICE DEPARTMENT, ARTICLE IV - DISPATCH SERVICES, AS ENACTED BY ORDINANCE NO. 1808 REGULATING THE FEES FOR FALSE ALARMS.** This public hearing will be conducted via Zoom. To join this meeting visit: <https://us02web.zoom.us> Meeting ID: 838 8245 7920 Passcode: 889052 or call in at (669) 900-6833.

For additional information contact Faith Kinnick at 823-6002.

Please publish December 3, 2021 and again December 17, 2021

Faith Kinnick  
City of Livingston  
November 8, 2021

**File Attachments for Item:**

**A. RESOLUTION NO. 5009: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE BARGAINING AGREEMENT WITH AFSCME LOCAL 2711A FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2027.**

**RESOLUTION NO. 5009**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE BARGAINING AGREEMENT (CBA) WITH AFSCME LOCAL 2711A FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2027.**

\*\*\*\*\*

**WHEREAS**, following a collective bargaining process, and via Resolution No. 4858, the City of Livingston and AFSCME Local 2711A; entered into a mutually agreeable collective bargaining agreement for the period of July 1, 2019 through June 30, 2022; and

**WHEREAS**, AFSCME local 2711A and City of Livingston have come to a mutual agreement of understanding (MOU) regarding early implementation of the a new FY2022-27 negotiated CBA; that MOU is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the MOU effectively ends the previously negotiated CBA ending previous CBA dated July 1, 2019 – June 30, 2022. AFSCME local 2711A and the City of Livingston have mutually negotiated and agreed to the FY2022-2027 CBA attached hereto and incorporated herein as Exhibit B; and

**WHEREAS**, the City Manager is ready and willing to sign the MOU and Collective Bargaining Agreement for FY2022-2027 upon the City Commission’s approval.

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

That the Memorandum of Understanding and Collective Bargaining Agreement between the City of Livingston and AFSCME 2711A is hereby approved and the City Manager is hereby authorized to sign said agreements on behalf of the City of Livingston, Montana, which agreements are attached hereto as Exhibit A and B.

**PASSED AND ADOPTED** by the Livingston City Commission, this \_\_\_\_\_ day of December, 2021.



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**DOREL HOGLUND, CHAIR**

**ATTEST**

**APPROVED TO AS FORM:**

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**FAITH KINNICK,**  
**Recording Secretary**

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**COURTNEY LAWELLIN,**  
**City Attorney**

**MEMORANDUM OF UNDERSTANDING**

Between CITY OF LIVINGSTON and AFSCME LOCAL 2711A UNION MEMBERSHIP  
City of Livingston Public Works Employees

Regards: Early Implementation of Collective Bargaining Agreement (CBA) dated April 1, 2022 - June 30, 2026; effectively ending previous CBA dated July 1, 2019 – June 30, 2022.

AFSCME local 2711A and CITY OF LIVINGSTON have come to a mutual agreement (MOU) regarding early implementation of the FY2022-26 negotiated CBA.

It is the intent of both parties to implement the FY2022-2026 negotiated CBA on April 1, 2022, carrying the full power and provisions as negotiated.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**AFSCME Local #2711A City of Livingston Public Works Employees**

\_\_\_\_\_  
AFSCME Local #2711A President

\_\_\_\_\_  
AFSCME Local #2711A Secretary/Treasurer

\_\_\_\_\_  
AFSCME Representative

**CITY OF LIVINGSTON**

\_\_\_\_\_  
City Manager

**LIVINGSTON CITY COMMISSION,  
CITY OF LIVINGSTON**

\_\_\_\_\_  
Chairperson

**CITY OF LIVINGSTON  
AFSCME LOCAL 2711A  
COLLECTIVE BARGAINING AGREEMENT  
(FY2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027)**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by and between the City of Livingston, Montana, which is hereinafter referred to as the Employer, and Local 2711A of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union; for the purpose of promoting and improving understanding between the Union and the Employer, and its employees of the following departments: Street, Cemetery, Parks, Solid Waste, Water, Wastewater and Sanitary Sewer, relative to: Employer/Employee relations; conditions of employment; and to provide a means of amicable and equitable adjustment of any and all differences or grievances which may arise.

WITNESSETH:

ARTICLE I - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for employees of the City of Livingston, Montana, of the following Departments: Streets, Cemetery, Parks, Solid Waste, Water, Wastewater and Sanitary Sewer excluding supervisory employees as defined by Montana's Collective Bargaining Law.

ARTICLE II- UNION SECURITY

1. MEMBERSHIP INFORMATION

Designated Union representatives and their local affiliates and chapters shall receive ample opportunity to provide membership information to Union-represented positions during the employee onboarding process. The City and the Union shall work together to ensure reasonable access to the onboarding processes through either in-person presentations or other avenues - such as web-based and/or written information - in those situations where in-person orientation does not occur.

2. STATUTORY RIGHTS/INQUIRIES

The Union and the City agree that the City may not interfere with, restrain, or coerce employees in the exercise of rights guaranteed in 39-31-201, MCA. The parties further agree that the City shall direct all newly hired employees and current employees who have questions and concerns regarding Union membership to contact the Union-designated representatives.

ARTICLE III- DUES ASSIGNMENT

Upon written authorization of any employee of the Employer who is covered by this written Agreement, the Employer shall deduct from the pay of the employee the monthly amount of dues as certified by the Secretary/Treasurer of the Union.

ARTICLE IV - NON-DISCRIMINATION

The Employer may grant reasonable leaves of absence to employees whenever required in the performance of duties as "duly authorized representatives of the Union", provided necessary manpower is available to cover shifts.

It is recognized that employees representing the Union for the purpose of negotiations are acting in behalf of the Union and its members and not in their capacity as employees of the Employer. However, employees representing the Union in these activities shall be given sufficient time during duty hours without loss of pay or other benefits, to perform their duties.

ARTICLE V - EMPLOYMENT POLICY

A. Probationary Period

1. As a new full-time employee, the first six (6) months are a probationary period. During this time the employee will receive instruction in his/her work responsibilities and learn what is expected. The employee shall receive periodic reviews and counseling sessions, as needed, of work performance.
2. Upon successful completion of the probationary period, an employee shall be classified in their appropriate status. For purposes of definition, a full-time employee meets the statutory designation of "permanent employee".
3. If, during the probationary period, the employee does not fill the expectations of the City, the employee may be discharged without further reason. The employee shall be furnished with written notice stating the reasons for discharge or suspension, with a copy to the Union.

B. Summer Temporary Employees

1. A summer/seasonal temporary employee is one who, on a regular or irregular basis, performs seasonal work not to exceed 180 days. A summer/seasonal employee may be eligible for limited benefits.
2. Summer/seasonal temporary employees shall be designated as such at the time of hiring. The seasonal temporary employee shall be subject to the terms of this Agreement during

his employment. Compensation for seasonal temporary employees shall be covered in Addendum "A" of this Agreement.

- 3. Summer Temporary Employees shall not be used to replace any of the full-time employees.

C. City Policy Manual and City Procedures Manual

It is agreed that where this Agreement is silent, the parties adopt the City of Livingston Policy Manual and the City of Livingston Procedures Manual (to include the most current updates through July, 2016) in existence and dated as noted. Further, if there is a disagreement, the Union or employee may utilize the grievance procedures set out in this agreement (only).

In an effort to expedite and adopt upgrades to the Policy & Procedure manuals, the Union agrees to provide a union member to serve on a review board to be established by the City that will periodically review & update the above listed manuals. The updated manuals will be voted on and ratified or rejected by the Union membership, agreed upon revisions can be included as a letter of addendum to the collective bargaining agreement.

ARTICLE VI - SENIORITY

A. Seniority means an employee's length of continuous service with the Employer since his last day of hire.

B. Seniority shall be computed from the date the employee began regular, uninterrupted service with the Employer.

- 1. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority; however, previous employment upon re- employment shall count toward seniority.
- 2. To be absent from the job due to a leave of absence without pay that exceeds fifteen (15) calendar days, will be considered lost time for the purpose of seniority; however, previous employment upon re- employment shall count toward seniority.
- 3. To be absent from the job due to active military leave will not affect seniority. Time spent in military service will count towards seniority.
- 4. Employees whose seniority dates are the same shall have their respective seniority rank determined by drawing.
- 5. An employee's continuous service shall be broken by voluntary resignation, discharge for just cause, and retirement.
- 6. Within thirty (30) calendar days after the date of signing of this Agreement, the Employer

shall prepare and furnish to the Union copies of seniority roster of all employees. Such roster shall at least include: name of employees, assigned department, seniority date and numerical rank assigned.

7. Such roster will be provided only on formal Union request and not more than once a year.
  8. Employees may protest their seniority designation through the usual grievance procedures if they have cause to believe an error has been made.
- C. The Employer shall recognize qualifications and seniority in awarding promotions to the employees when filling newly created or vacated positions the Employer wishes to fill listed in Addendum "A". It is the intention of the parties of this Agreement that the Employer shall select the most qualified applicant for the position. If two or more employees are substantially equally qualified as determined by the Department Head or Foreman, then seniority shall be used as a deciding factor. If there is a difference of opinion regarding the qualifications of an employee, the employee and the Union will meet the Division Head to resolve the issue.
- D. Layoff caused by reduction in force shall be in order of seniority; that is, the employee last hired shall be the first released. Employees who are scheduled to be released shall be given at least fifteen (15) working days' notice. All recalls to employment shall likewise be in order of seniority; that is, the last employee released as a result of reduction in force shall be the first rehired when the Employer needs additional employees, provided the more senior employee has the minimum qualifications for the vacated position to be filled. Should the more senior employee not meet the minimum qualifications, the next most senior employee shall be rehired for the vacated position. The Employer shall notify such employees to return to work and furnish the Union a copy of such notification; and, if the employee fails to notify the employer within fourteen (14) calendar days of his intention to return to work, such employee shall be considered as having forfeited his right to re-employment. Layoffs caused by reduction in force or abolishment of positions shall be in order of seniority, whereby employees affected may place themselves according to their seniority, provided they meet minimum qualifications to perform the position they desire.
- E. No full-time employee shall be separated for purposes of reduction in force while there are seasonal temporary employees employed by the City of Livingston in the same department.

#### ARTICLE VII - JOB POSTING

- A. When a new position is created or the Employer would like to fill a position covered by this contract, the Employer shall forthwith prepare and furnish the Union Secretary and post in departments and major work areas, a bulletin stating the position open.

All postings for Water Reclamation Facility or Maintenance I positions will be posted for both internal and external applicants simultaneously. Qualified internal applicants will be given preference.

- B. Applicants shall be appointed in accordance with Article VI - Seniority, paragraph "C" of this Agreement.
- C. When a classification position is abolished, an affected employee may displace the least senior employee in another position, covered by this agreement, provided he meets the minimum qualifications of that position.
- D. It is the intention of the Union and the City of Livingston to clarify a training period for transfers/promotions which occur after the initial probationary period for employment has been satisfied.
1. If a full-time employee bids to a position within any department, he will serve a training period up to a maximum of six (6) months at the discretion of the Department Head and the employee's immediate supervisor.
  2. If an employee has, on previous occasions, satisfactorily filled the position on the provisional appointment, it would not be necessary for him to serve the training period required in paragraph 1 above.
  3. If there is differential pay for the position, upon completion of the training period, the employee shall receive the differential pay retroactive to the date of awarding the position.
  4. If an employee has satisfactorily filled the position according to paragraph two above, he shall receive the wage of whatever classification is being filled upon date of change.
  5. If, during his training period, the "permanent" employee does not qualify for the position, he shall be able to then bump into his old position.
  6. If an employee is transferred to a position which is the same wage or less, he/she shall retain his/her same salary. If he/she is transferred to another department, he/she shall receive the salary reflected by the position entered.
- E. It is the intention of the Union and the City of Livingston to clarify probationary status and seasonal employment.
1. If a summer/seasonal temporary or new employee bids to a position within any department he/she will serve a training period up to a maximum of six (6) months at the discretion of the Department Head and the employee's immediate supervisor.
  2. If the summer/seasonal temporary or new employee has, on previous occasions, satisfactorily filled the position on a provisional appointment, it would not be necessary for him/her to serve the training period required in paragraph 1 above.
  3. If the summer/seasonal temporary or new employee has satisfactorily filled the position

according to paragraph 2 above, he shall receive the wage of whatever classification is being filled.

- 4. If during the probationary period the summer/seasonal temporary employee does not qualify for the position, he/she shall be able to then bump into his/her old position.

ARTICLE VIII - HOURS OF WORK

- A. Work Day - A standard work day shall consist of eight (8) hours continuous, except for: a normal lunch period not to exceed one {1} hour, in any twenty- four (24) hour period. The work day shall start at 7:00 a.m. and end at 4:00 p.m.
- B. Work Week - A standard workweek shall consist of forty (40) hours composed of any five (5) consecutive work days immediately followed by two (2) days off. The established standard work week shall begin on Monday and end on Friday unless changed pursuant to item C below.
- C. The work day and workweek may be altered as City operations demand by mutual agreement between Management and the Union. An alternative or seasonal schedule may be mutually agreed upon by department and employee or employer and employee.
- D. Rest Periods - All employees shall be granted a fifteen (15) minute rest break during the first four (4) hours of the shift and another fifteen (15) minute rest period during the second four (4) hours of the shift.
- E. All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled during the middle of the shift.
- F. Employees shall be granted a reasonable length of time for personal clean-up prior to the end of each work shift as provided for by the immediate supervisor.

ARTICLE IX - COMPENSATION

A. Salaries, Wages, and Longevity

- 1. Conditions relative to and governing wages or salaries and extraordinary pay rates are contained in Addendum "A" to this Agreement, which is attached and by this reference made a part hereof as though fully set forth herein. The Union and City have agreed to the following increases to base wage:

- Year One, 2022-2023: increase of \$3,500.00
- Year Two, 2023-2024: 3.25%
- Year Three, 2024-2025: 3.75%
- Year Four, 2025-2026: 4%



Year Five, 2026-2027: 5%

- 2. Longevity pay benefits shall be 1/2 of 1% (.005) of an individual’s monthly base pay per year of service, added to each month’s pay for regular employees beginning at date of hire.
- 3. Applies only to employees attaining 25-29 years of service prior to October 1, 2025: Regular employees beginning their 25th year of service will be compensated at 1% (. 01) of their monthly base pay per year of service and added to each month’s pay. At the conclusion of the employee's twenty- ninth year of service, that employee' s longevity will revert to and be capped at 1/2 of 1% (.005) of the base pay at this time of service. Any wage increases, COLA, or other compensation adjustments will not increase the longevity payment for that employee for the duration of their employment with the City of Livingston.
- 4. It is mutually agreed between the parties that payment of wages will be made semi-monthly, on the 5th and 20th of each month.
- 5. Full-time employees shall receive a clothing allowance of \$1,200 per year per employee, without restriction to use, one fourth (1/4) of such sum will be due and payable at the end of each three months. If any employee, covered by this agreement, chooses to receive their stipend through the receipt/reimbursement method they must follow and adhere to all restrictions and regulations that govern that program. Summer temporary employees covered by this agreement will receive the following items, at the beginning of each seasonal employment, in lieu of a clothing allowance: short sleeve T-Shirts w/city logo (2), a pair of leather work gloves (1).

Scale House Attendance receives \$1,200 clothing allowance.  
 Transfer Station Members received \$2,100 clothing allowance.  
 (Transfer Stations \$50 monthly stipend has been added into the uniform allowance.)

- 6. Certifications must be current in order to receive the monthly stipend. If management determines that previously required, and obtained, certifications are no longer necessary, management and the union will mutually agree on certification termination. If it is determined that a certification has lapsed, certification pay will cease until it is in good standing. For this section, “certifications” are licenses formal trainings, and/or certificates and will only be applicable at the listed City departments. The following certifications are paid at the noted flat rate and available in the noted departments:

- 1C - \$400/ month (water reclamation facility)
- Heavy Equipment - \$300/ month (water and street departments)
- H2O - \$300/ month (water)
- Class A CDL - \$200/ month (water and street departments)
- Class B CDL - \$150/ month (every department)
- Arborist - \$200/ month (park and street departments)
- Rigging - \$25/ month (street and water departments)

Flagging - \$25/ month (every department)  
OSHA Safety - \$25/ month (every department)

The following certifications are paid in the following manner: 1st certification = \$100/ month; subsequent certifications = \$75/ month each

- Pesticide (parks)
- Boiler and/or pool operator (parks)
- Backflow Operator (water and water reclamation facility)
- Competent Trench (street, parks, water departments)

The following items are to be paid for, by the City of Livingston, as part of the renewal Commercial Driver's Licensing process for required employees:

- Biennial physical certification, or other frequency ordered by a Physician.

When a Commercial Driver's License is required, the employee will pay the actual cost of initially obtaining, renewing, and maintaining the CDL specified by their position description.

7. All employees covered by this agreement shall receive statement of all cert pay, allowances and longevity which figure into the calculation of hourly rate. This report will be provided in August (or as soon as wages reports are updated for the new fiscal year) and in February to include all cert pay, allowances and longevity for the prior calendar year.

B. Overtime

1. Employees required to work in excess of eight (8) hours in any twenty- four (24) hour period or in excess of forty (40) hours in any week will be compensated at the rate of one and one half (1 1/2) times their normal rate of pay for additional time worked.
  - a. Employees working regularly scheduled eight (8) hour shifts shall not receive overtime pay for those hours of the regularly scheduled 8-hour shift. Hours worked in addition to the regularly schedule and completed 8-hour shift shall be paid at the rate of one and one half (1 1/2) times their normal rate of pay for the additional time worked.
2. No overtime shall be worked, except in cases of emergency, without the authorization and direction of proper management authority.
3. Employees shall not be required to suspend work during regular hours to absorb overtime.
4. Overtime shall be paid in fifteen (15) minute increments as follows:

0 to 15 minutes = ¼ hour  
 16 to 30 minutes = ½ hour  
 31 to 45 minutes = ¾ hour

46 to 60 minutes = 1 hour

5. Overtime work shall be distributed as equally as practical to employees doing the same type of work.
6. When computing overtime, vacation, holidays, but not unauthorized leave without pay, taken during the workweek will be considered as time worked.
7. Pager or standby time are to be paid at the rate of \$3.00 per hour for the period from 4:00 PM on the last working day to 7:00 AM on the return day of work. The employee using a pager must be available within a pager call distance.

C. Call Outs - Each and every call-out will be for a minimum of two (2) hours at one and one half (1 1/2) times pay for additional time worked, the employee will be compensated for actual time worked at one and one half (1 1/2) times pay.

D. Work on Days of Rest - Employees required to work on the second rest day shall be paid two (2) times their regular rate of pay.

#### E. Provisional Appointments

1. Defined - Provisional Appointments means a temporary appointment of a full-time employee to fill a position in a classification while the employee assigned to the position is absent. A provisional appointment to fill a vacated classification shall occur by the direction of the proper authority. Provisional Appointments shall commence as soon as an employee steps in for the position defined below. Provisional appointments are limited to Leadman working in the capacity of a Foreman. If an unusual circumstance occurs where no Leadman is available and with the prior approval of the Public Works Director, Provisional Appointment may be available to other qualified staff.
2. An employee assigned a provisional appointment shall be paid as follows:
  - a. If the position is in a classification of a higher salary grade, the employee shall be paid according to the rules regarding promotions.
  - b. If the position is in a classification of the same or lower salary grade, the employee shall continue to be paid his basic salary rate.
3. When an employee is assigned a provisional appointment, they shall be given credit for experience and qualifications gained while in the higher classification.
4. An employee being made a provisional in a higher grade shall receive the higher rate of pay starting with the first day of work.

F. During an Emergency situation where split twelve (12) hour shifts are in effect, the employees which are working the 6:00 pm to 6:00 am shift may report to work at 1:00 pm after

completing the twelve (12) hour shift on the day which is designated as return to regular scheduled 8 hour non-emergency shifts. Employees shall work from 1:00 pm to 4:00 pm or from 6:00 a.m. to 9:00 a.m. and receive a full 8 hours of straight pay. This is to facilitate a safe return to normally scheduled hours after a time of emergency. This only applies if the following work day is not a regularly scheduled day off.

ARTICLE X - HOLIDAYS

A. Employees shall be granted the following holidays without loss of pay:

1. New Year's Day - January 1
2. Martin Luther King Day - Third Monday in January
3. President's Day - Third Monday in February
4. Memorial Day - Last Monday in May
5. Juneteenth – June 19
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Indigenous People’s Day (formerly Columbus Day - Second Monday in October)
9. Veteran's Day - November 11
10. Thanksgiving - Fourth Thursday in November
11. Christmas Eve – December 24
12. Christmas Day - December 25
13. State General Election Day (occurs on Election Day in Even numbered years)
14. Every Day declared a legal holiday by the Chairman of the Livingston City Commission.

B. Employees required to work on holiday will be paid at two (2) times their regular rate of pay in addition to their regular day's pay.

C. A full-time employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, shall be entitled to receive a day off with pay either on the day preceding the holiday, or on another day following the holiday, in the same pay period, or as scheduled by the employee' and his/her supervisor. Whenever the day is scheduled, it shall allow a day of in addition to the employee's regularly scheduled day off, provided the employee is in pay status on his last regularly scheduled working day immediately preceding the holiday or on his first regularly scheduled working day immediately after the holiday.

ARTICLE XI - VACATIONS

A. A Full-time employee earns paid vacation as follows:

	Work Day Credit per month	Work Day Credit per year
1 day through 10th year	1 ¼	15
11th year through 15th year	1 ½	18

16th year through 20th year	1 ¾	21
21st year and over	2	24

- B. A regular part time employee is entitled to prorated vacation benefits after working the qualifying period of six months.
- C. A temporary employee does not earn vacation leave credits.
- D. Vacation credits may not be accrued to a total exceeding two times the maximum number of days earnable annually at the end of any calendar year. Any accumulation of annual vacation leave in excess of this total at the end of the calendar year must be used in the first 90 days of the next calendar year or be forfeited. Vacations are given for the benefit of the employee and cannot be converted to cash.
- E. An employee must be continuously employed for the qualifying period of six (6) calendar months to be eligible to use vacation leave. Unless there is a break in service, an employee is only required to serve the qualifying period once. After a break in service, an employee must again complete the qualifying period to be eligible to use annual vacation leave.
- F. A seasonal temporary employee's accrued vacation leave credits may be carried over to the next season if there is a continuing need for the employee or paid out as a lump-sum payment to the employee when the season ends, providing they work the qualifying period. If credits are carried over, employment in two or more seasons is continuous employment and can be counted toward the six (6) month qualifying period, provided a break in service does not occur. A seasonal temporary employee must immediately report back for work by the date and time specified to avoid a break in service.
- G. Employees terminating employment with the City will receive cash compensation for the unused vacation leave accrued, provided the six-month period has been worked. Cash compensation for unused vacation will be paid at the present rate of pay, not including overtime.
- H. Vacations for eligible employees should be scheduled in cooperation with the employee, supervisor, Department Head, and/or Foreman to maintain sufficient workers in each department to meet the needs of the public. Should there be a conflict in scheduling vacations between employees in the same department, the employee with seniority will be given first choice.
- I. Vacation leave must be taken in minimum increments of one-quarter hour. All vacation leave must be approved or denied in writing by the Department Head and/or Foreman.
- J. Any accrued vacation leave which is deemed “use or lose” may be redeemed or sold back for the cash value up to 72 hours. Notice of request to sell back/redeem time must be provided to the Payroll Clerk no later than March 1 of the year it will expire in. Sold time will appear within two pay cycles of submission of request.

## ARTICLE XII - SICK LEAVE

- A. Upon termination of employment, an employee will receive a lump-sum cash payment equal to one fourth (1/4) of the pay attributed to the unused sick leave accrued provided the employee has completed the 90-day qualifying period to utilize sick time. Full time employees will be credited with one (1) day per month (8 hours) up to twelve (12) working days per year (96 hours) for sick leave at regular pay. Part time employees receive pro-rated sick leave credit. For calculating sick leave, 2,080 hours (52 weeks X 40 hours) equals one year. Sick leave must be credited at the end of each pay period. Employees may not accrue sick leave while in a leave-without-pay status. There are no restrictions as to the number of hours of sick leave credits that may be accumulated after the qualifying period of 90 continuous days employment has been satisfied.
- B. Sick leave is for the benefit of the employee who is ill and is not intended to be additional time off with pay. Falsification of illness, injury or other authorized claim becomes a cause for termination and forfeiture of the lump sum payment. A doctor's certification may be requested by the City.
- C. An employee may use sick leave credits for: Illness; injury; medical disability; maternity related disability, including prenatal care, birth, miscarriage, abortion, or other medical care for either employee or child; quarantine resulting from exposure to contagious diseases; medical, dental, or eye examination or treatment; necessary care of or attendance to an immediate family member, or at the City's discretion, another relative, for the above reasons until other attendance can reasonably be obtained; and death or funeral attendance for an immediate family member or, at the City's discretion, for another person.
- D. Unless there is a break in service, an employee only serves the qualifying period once. After a break in service, an employee must again complete the qualifying period to use sick leave. All regular full-time employees earn sick leave from the first day of employment; however, they are not entitled to use paid sick leave until they have been employed continuously for the qualifying: period of 90 days. Employees who are sick before they finish the qualifying period may ask their supervisor to grant paid sick leave with the understanding that their leave balance will be affected if their employment is terminated before completing the qualifying period.
- Full-time temporary, seasonal, and temporary seasonal employees are entitled to sick leave benefits provided they work the qualifying period.
- E. A seasonal temporary employee's accrued sick leave credits may be carried over to the next season if management has a continuing need for the employee or paid out as a lump sum to the employee when the season ends. If sick leave credits are carried over, employment in two or more seasons is continuous employment and can be counted toward the 90-calendar day qualifying period, providing a break in service does not occur.
- F. Hours in a pay status at the regular rate will be used to calculate leave accrual. Sick leave

credits will not accrue for those hours exceeding 40 in a week that are paid as overtime hours.

- G. A diagnosis of sickness from a qualified doctor must be submitted to the Department Head and attached to the employee's time sheet for any sick leave in excess of three (3) continuous working days. At the City's request and expense, an employee may be subject to an examination by a physician following a sick leave or other absence occasioned by illness or injury to ensure the employee can complete the necessary functions of the position. A statement by a licensed physician may also be required to certify that the illness of a family member requires the immediate personal supervision of the employee.
- H. Sick leave utilized due to illness or death in an employee's immediate family is limited to five working days. Immediate family is defined as the employee's spouse, the parents of either spouse, brothers, sisters, children or household dependents, brothers-in-law or sister-in-law, aunts, uncles, and grandparents.
- I. After an employee used all of his/her sick leave and vacation leave days on an extended illness, he/she will be placed on a leave of absence without pay in order that his/her job be held for a period not to exceed 12 months. For worker compensation related accidents, the employee will receive an additional 12 months of hiring preference. During a leave of absence of more than fifteen (15) days, no benefits are accumulated or allowed. The employee has a responsibility of making arrangements for total payment for insurance premiums during any period where no salary or benefits are due.
- J. Chronic, persistent, or patterned use of sick leave may be subject to disciplinary action.
- K. There shall be no duplication of benefits, i.e.; sick leave, worker's compensation payments, vacations, etc., for the same hours.
- L. Sick leave records for all employees will be kept in the Office of the Personnel/Payroll Clerk. Records of employee's who are shared by more than one; governmental unit shall be maintained by that unit that issues the payroll check.
- M. Sick leave must be taken in minimum increments of one quarter (1/4) hour.
- N. An employee who has passed their probationary period, and separates from the City, shall be entitled, upon termination, to cash compensation pay-out for unused leave equal to one-fourth of the accumulated sick leave. The payout will be based upon the employee's salary at time of termination.
- O. Employees may donate sick leave to another employee, per written request of employee seeking donations. No employee is required to donate sick leave. Sick leave donation policy form is included in the Appendix at the end of the City's Policies and Procedures Manual.

ARTICLE XIII - OTHER LEAVE WITH PAY

- A. Military Leave - The City of Livingston shall comply with all provisions outlined in the Uniformed Services Employment and Reemployment Rights Act (USER.RA, 38USC Sec. 2021, [4321] et seq) as well as all relevant state laws (to include MCA, 10-2-201 to 10-2-228 et seq) covering members of the Montana Army and Air National Guard. An employee who is a member of the Montana National Guard or any United States military force or Reserve Corps and who has been an employee for a period of six months shall be given leave of absence with pay for a period of time not to exceed 15 working days in a calendar year. It can be for attending regular encampments, training cruises, and similar training programs of the military forces of the United States. Employees employed less than six months are entitled to unpaid leave for the purposes listed above. Military leave does not include regularly scheduled drills (Active Duty for Training - ADT). This leave will not be charged against the employee's annual vacation time.

Any part-time employee meeting the above requirements is eligible to receive pro-rated military leave.

B. Jury Service and Subpoena

1. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward all fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his juror time off against annual leave, he shall not be required to remit to his Employer any expense or mileage allowance paid him by the Court. Employees shall not lose cumulative benefits because of juror service.
2. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowances paid him by the Court.
3. Employers may request the court to excuse their employees from duty if they are needed for the proper operation of a unit of state and local government.

- C. Employees shall be granted leave not to exceed four (4) hours to attend the funeral of fellow employees.

- D. Funeral Leave - Upon the death of a member of the employee's immediate family, an employee may be granted funeral leave, which is a paid leave of absence and is not charged against either the employee's sick leave or vacation leave. Members of an employee's immediate family include spouse, partner, ex-spouse where minor children are in the custody of the surviving spouse, children, fathers, mothers, grandparents, brothers, sisters, and the corresponding 'in-law' relationships.



The funeral leave granted by the City shall be as follows:

1. Employees will be granted 5 total days for bereavement leave.
2. Additional funeral leave may be charged against sick leave or vacation leave upon the prior approval of the City Manager. Consideration for funeral leave for the death of relatives, or friends, other than specifically identified herein will be evaluated on a case-by-case basis by the City Manager but may not qualify for paid leave.

ARTICLE XIV - LEAVE WITHOUT PAY

- A. After satisfactory completion of the probationary period, leaves of absence, not to exceed ninety (90) days may be granted for reasons of bona fide illness, pregnancy, or for other reasons mutually agreed upon with the City. All leaves are to be requested in writing and shall state the reason for the leave and the dates desired. All leaves shall be granted only in writing. Upon expiration of the leave, or upon two weeks notification of the employee's intent to return, the employee will be returned to the original position or one equivalent in the employee's classification. If an employee does not return upon the expiration of the leave, or any authorized extension by the City, the employee shall be considered as having voluntarily given up the position with the City. All appropriate accrued leaves shall be used before a Leave of Absence without pay is granted.
- B. The Employer may grant reasonable leaves of absence to employees whenever required in the performance of duties as "duly authorized representatives of the Union". Duly authorized representatives mean members of regularly constituted committees and/or officers of the Union, a list to be supplied to the City Manager.
- C. Any employee subject to this Agreement elected or appointed to public office shall be entitled to a leave of absence not to exceed one hundred eighty (180) days per year while such employee is performing public service. Any employee granted such leave shall make arrangements to return to work within ten (10) days following the completion of the service for which the leave was granted unless such employee is unable to do so because of illness or disability certified to by a licensed physician.

ARTICLE XV - WORKING CONDITONS

- A. Separations - Employees who terminate their service will be furnished, upon request, a letter stating their classification, length of service, and reason for leaving.
- B. Union Bulletin Boards - The Employer will allow the Union to place union- owned bulletin boards in mutually agreed places in any work area to be used for non-political union business, with the exception of internal union politics, i.e., internal union election notices.
- C. Past Practice - It is understood and agreed that no employee shall suffer a reduction in wages, working conditions, or other benefits previously enjoyed because of the adopting of this

Agreement. Any past practice not exercised during the contract term will no longer be considered a past practice.

1. Shop Usage by City Employees - Public Service employees may use the City Shop on Bennett Street, the Utility Employees may use the Utility Shop on Bennett Street and the Parks Department Employees may use the Park Shop for the performance of repairs and light maintenance on personal vehicles and personal lawn mower, chain saws, and boat motors only (oil changes, tune-ups, tire repairs, washing, and other light maintenance). Employees may use non-motorized, non-drivable City equipment such as wrenches, hammers, screwdrivers, and shop-vac, etc., while working in the shop.

Employees may not perform major repairs, which would require a vehicle to remain in the shop overnight. Employees may not use any type of City property such as oil, oil filters, anti-freeze or other fluids for vehicles. Employees may not use motorized or drivable equipment such as loaders, backhoes, bobcats, trucks, or graders, etc.

All personal use of City shop facilities must be approved by the shop foreman in advance. Employees must provide the City with a copy of personal vehicle liability insurance, which shall remain on file in the City office. Presence of any person who is not a City Employee at a city shop or facility during repairs and maintenance activities must be pre-approved by the Public Works Director or his/her designee.

- D. Visits by Union Representatives - The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business; provided the visit does not interrupt the operation of the City.
- E. All regular City employees shall be required to have a home phone or cell phone. Present City employees shall not be required to have a home phone if they presently do not have one.
- F. Employees may live within 30 minutes of the employee's normal reporting place for work provided that the employee make application to the employee's Superintendent and provided that the Superintendent confirms that the home is within 30 minutes of the employee's normal reporting place for work. The application and Superintendent's action shall be documented and placed in the employee's personnel file.
- G. At their own expense, all non-seasonal employees covered by this agreement shall wear a uniform shirt that complies with the following guidelines:
  1. Winter Uniform - Long Sleeve Navy Blue T-Shirt w/Pocket and a logo, in light blue, on the pocket; or a 'polo' style shirt of similar description.
  2. Summer Uniform - Short Sleeve T-Shirt w/Pocket and a logo, in Navy Blue, on the shirtsleeve; or a 'polo' style shirt of similar description.
  3. Management will operate a "city store", for the purpose of assuring that all uniform shirts are of identical quality and type. All employees covered by this agreement, and required to wear the uniform shirt, shall purchase their uniform shirts from the "city store", at an

amount equal to the City's cost for the item(s).

- 4. Management will determine the exact date(s) on which employees will be expected to change from the summer to Winter uniform, in consultation with Union leadership. All staff will be provided adequate notice of such a transition.

ARTICLE XVI - HEALTH, SAFETY AND WELFARE

A. The health and safety of the employees shall be reasonably protected while in the service of the employer. The employer shall carry Worker's Compensation on its employees. Employees are required to immediately report all personal injuries received in the course of employment, or as soon as the injury becomes apparent, except where an employee is unable to report due to health circumstances.

- 1. Any employee who is injured in the performance of his/her duties, so as to necessitate medical or other remedial treatment and render the employee unable to perform their duties shall be paid by the City the difference between the employees full salary and the amount they receive from Workers Compensation until the disability has ceased, as determined by Workers Compensation, or for a period not to exceed one (1) year, whichever shall occur first. Payment of such a partial salary shall be discontinued if the employee is disabled for an undetermined duration and is granted a disability retirement allowance. If an application for such a retirement allowance is not made by the employee, application therefore may be made by the City Manager. If the City Manager makes such application, it must be supported by a physician's opinion. Whenever, in the opinion of the City, supported by a physician's opinion, the employee is able to perform specified types of temporary light duty, in accordance with City policy, payment of the employee's regular partial salary amount shall be discontinued if the employee refuses to perform such temporary light duty when it is available and offered to the employee.

B. The Employer shall provide a health insurance plan:

The Employer shall provide a health plan, for each employee desiring such coverage for himself/herself and his/her dependents, if any. The City will cover the \$916 premium towards this health insurance coverage per full time equivalent (FTE) through June 30, 2022, into an insurance account, where these funds will be distributed for coverage of premiums for each employee and his/her dependents. In subsequent fiscal years, the stipend shall increase by the percentage of the rate increase and that change shall occur on the effective date of the rate change which is usually July 1.

If there is not enough money in the insurance account to cover the premiums for employees with dependents, then the employees with dependents may pay the balance pre-tax from their paycheck.

The City may change carriers providing substantially the same coverage. However, any changes in coverage will be mutually agreed upon between the parties.

It is agreed that employees may choose to have money withheld from his/her paycheck "pre-

tax" to go to a flex account if they so desire.

If the above referenced insurance premium increases ten percent (10%) or more the parties mutually agree to return to the table for negotiations.

During the period from May 1st through June 30th of each fiscal year employees desiring a change in their health plan status (single, employee with children or family), for the following fiscal year, shall notify the Employer of the type of health plan coverage desired for such year.

- C. The Employer shall provide and maintain first aid kits in convenient places.
- D. No employee shall be required to perform services that may seriously endanger, his/her physical safety. Refusal by the employee with valid reason will not warrant or justify suspension, dismissal, or disciplinary action.
- E. The Employer shall make all necessary arrangements to ensure that all employees covered by this Agreement will be covered with Unemployment Insurance.
- F. For the benefit of both parties a safety committee shall be established and shall consist of:
  - 1. City Manager or designee;
  - 2. Bargaining Unit Representatives - Utilities Department;
  - 3. Bargaining Unit Representative - Service Department
- G. Employees will report all safety hazards to the President of Local 271 A and their supervisor so they can be investigated and reported to the Safety Committee.
- H. The health and safety of employees shall be reasonably protected while in the service of the Employer.
- I. The Employer's only obligation in this insurance Article is to make the proper payments to the insurance company, insurance plan or trust. For new employees, the Employer will make the first payment to the insurance plan, company and/or trust the first of the month following the employees first day of work. The Employer will make no more payments to the insurance company, plan and/or trust on the employee's behalf after the employee is no longer employed by the City.

The Employer is not responsible for the failure of the insurance company and/or trust to provide coverage and/or pay benefits to any employee. The insurance plan, company and/or trust shall determine the employee's eligibility for insurance coverage and/or insurance benefits. The starting and stopping of insurance coverage shall be determined by the insurance plan, company and/or trust.

ARTICLE XVII - CONTRACTING & SUBCONTRACTING OF PUBLIC WORK

The Union recognizes that the City has statutory and other rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of its members.

ARTICLE XVIII - MANAGEMENT RIGHTS

- A. The Union recognizes the prerogative of the Employer to operate and manage its affairs subject only to any limitations of this Agreement and Federal and State law. Such management rights include:
  - 1. Direct Employees;
  - 2. Hire, promote, transfer, assign and retain employees;
  - 3. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and non-productive;
  - 4. Maintain the efficiency of government operations;
  - 5. Determine the methods, means, job classification, and personnel by which government operations are to be conducted;
  - 6. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and,
  - 7. Establish the methods and processes by which work is performed.
- B. The retention of these rights do not preclude any employee from filing a grievance and seeking a review of the exercise of this right in a particular case, nor from Management and the Union utilizing the provisions as provided in Article XIX - Union/Management Relations.

In the event a grievance is filed, and if said grievance progresses to formal administrative or arbitration hearings, the Union agrees that no single employee, other than the grievant and the Steward, shall take more than one hour from their work for the City to observe or participate in the hearing.

ARTICLE XIX - UNION/MANAGEMENT RELATIONS

- A. The City has established a Personnel Committee and to discuss and recommend changes in Personnel Policies and other Personnel concerns. It is agreed that the Union shall have two (2) representatives as members of the Committee.
- B. Employee representatives serving on this Committee shall do so without loss of pay if meetings are held during working hours.
- C. On matters pertaining to issues relating solely to Bargaining Unit concerns, the parties agree to meet to discuss such issues as they may arise.
- D. The employer shall provide AFSCME Council 9 a list of all new hires, and terminations, in Public Works (to include seasonal), quarterly, during the term of this agreement. Employee list updates shall be mailed to AFSCME Council 9, 36 S. Last Chance Gulch, Suite 11,

Helena, MT, 59604 or emailed to [mtafscme@montana.com](mailto:mtafscme@montana.com).

- E. One regularly scheduled monthly Union meeting may be conducted during working hours not to exceed one half hour. Union Leadership may have a half hour before and after each meeting for wrap up time and to advise management of any developments in the meeting. For the purposes of contract negotiation, Union Leadership and designated members of the negotiating team will be paid regular wage for negotiation meetings that occur during normal business hours.

ARTICLE XX DISCIPLINE

An employee may be immediately discharged for the following reasons: dishonesty; theft; drinking while on duty or coming to work intoxicated or under the influence of drugs and/or alcohol; unauthorized possession, sale or use of controlled substances; falsifying of reports, records, or sick leave; filling in another employees time sheet; excessive absences or tardiness; willful destruction of property or equipment; gross insubordination; assault, intimidation of, or abusive language toward a co-worker, other City personnel, or any other citizen; sexual harassment of another employee; or other violations deemed serious.

All administrative leave shall be with pay pending the outcome of any internal investigations(s) and/or legal proceeding(s). The aforementioned proceedings shall not normally exceed three (3) months. If the individual is determined to be guilty of the cause for the disciplinary action, accumulated balances of sick leave and vacation time shall be drawn upon by the City for reimbursement purposes with the balance to be paid by the individual if paid suspension time exceeds accumulated vacation and sick leave.

If a record of verbal counseling is given to an employee, one copy will be retained in a file maintained by the supervisor, and one copy will be forwarded to a ‘record of verbal counseling file’ maintained by Human Resources. Human Resources will retain a record of verbal counseling for a period of one (1) year, after which time the record of counseling will be destroyed. If a second disciplinary issue of the same nature or of a different nature than the first instance, occurs within one (1) year of the first instance, the first record of verbal counseling (found in the ‘record of verbal counseling file’) will be placed permanently in the employee’s personnel file, along with documentation of the second disciplinary issue.

ARTICLE XXI - GRIEVANCE AND ARBITRATION

- A. It is the intent of the City to encourage employees to bring to the attention of Management their complaints about work-related situations. You should feel free to communicate your concerns or complaints. If your complaint is unresolved, a formal grievance procedure is provided to appeal any decision by Management.
- B. A grievance shall be defined as the Union/employee's allegation that his/her rights under this Agreement have been violated. An employee will try to resolve the grievance informally with the immediate supervisor.

- C. Employees selected by the Union as Union Representatives, shall be known as "Stewards". The names of employees selected as Stewards and the names of other Union representatives who may represent employees, shall be certified in writing to the Employer by the Local Union. The individuals so certified shall constitute the Union Grievance Committee. Union Grievance Committee members may process grievances during working hours without loss of pay. Union representatives from the Council or International level may be called in to assist at any step during a grievance.
  
- D. Departure from the established procedure by any Union member shall automatically nullify recourse through the grievance procedure. Departure from the established procedure by the Employer at any step shall automatically settle the grievance on the basis of the remedy sought by the Employee.

STEP 1- When an employee and/or the Union cannot resolve the grievance informally, the employee and/or Union should bring the matter formally, in writing, to the immediate Supervisor within fifteen (15) days of the event giving rise to the grievance, or of the time the employee could reasonably expect to have knowledge of the event. The immediate supervisor will give a written response within fifteen (15) days. "Days" shall be defined as Monday through Friday with the exception of holidays in all instances of this procedure.

If not satisfied with the Supervisor's response, the Employee shall present the grievance to the union Grievance Committee with fifteen (15) working days from receipt of the Supervisor's response. The Union Grievance Committee shall meet within fifteen (15) working days from the receipt of the grievance. The Union Grievance Committee shall meet and issue its decision on the merits of a grievance within fifteen (15) working days of the receipt of said grievance. If the Grievance Committee decides the grievance is justified, the grievance will proceed to the next step.

Step 2 - If the Grievance Committee decides the grievance should proceed, they may appeal, in writing, to the department head within fifteen (15) working days of the determination. The department head will review the grievance with the employee or Grievance Committee and the supervisor and issue a decision within fifteen (15) days.

STEP 3 - If the employee is not satisfied with the department head's response, or the department head fails to respond, the employee may appeal, in writing, to the City Manager within fifteen (15) days of the department head's decision or failure to respond. The City Manager will review the grievance and the decisions of the supervisor and department head. A decision will be communicated to the employee and the Union, in writing, within fifteen (15) days.

STEP 4 - If the decision of the City Manager is not satisfactory, the employee and/or his/her representative may have the grievance arbitrated by an impartial third party, upon written request. Within fifteen (15) days after submission of a written request to arbitrate, a request for a list of arbitrators will be made to the Montana Board of Personnel

Appeals. Within fifteen (15) of the receipt of the list, each party will alternately strike names from the list and the name remaining shall be the arbitrator.

The arbitrator's fees shall be shared equally by the aggrieved party and the City. The arbitrator shall have no authority to alter, amend or delete any Policy of the City or any term of the Collective Bargaining Agreement. The arbitrator shall render a decision within thirty (30) days of any hearing and such decision shall be final and binding on both the aggrieved employee and the City.

ARTICLE XXII - SAVINGS CLAUSE

Should any article, section, or portion thereof of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon issuance of such a decision and upon a written request of a party, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof. Only those City ordinances passed specifically to comply with state or federal rules or statutes that impose a compliance requirement on the City and contravene the terms of this Agreement shall supersede this Agreement.

ARTICLE XXIII – NO STRIKE/LOCKOUT

During the term of this agreement, the Union and Employer agree that there shall be no strikes or lockouts. Informational picketing on off-duty time is permitted.

ARTICLE XXIV - TERMS OF AGREEMENT

This Agreement shall remain in full force and effect from 1, April 2022 until 30, June 2027. The union reserves the option to request an opening of base wage negotiations in Fiscal Year 4 or 5, or both, of this agreement. Request to open must be made in writing to the City Manager before January of the Fiscal Year (Year 4 deadline: January 1, 2025 and/or Year 5 deadline: January 1, 2026). Neither party to this Agreement shall make unilateral changes in the terms of the Agreement pending settlement of the outstanding differences through mutual agreeable procedures.

FOR THE CITY OF LIVINGSTON FOR THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO:



Attest:

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
PRESIDENT, Local 2711A

\_\_\_\_\_  
ADMINISTRATIVE SERVICES

\_\_\_\_\_  
SECRETARY/TREASURER, Local 2711A

\_\_\_\_\_  
AFSCME Council 9 Representative

Negotiation Members for City and Union:

- Dan Baker
- Elliott Engbers
- Shannon Holmes
- Michael Kardeos
- Lisa Lowy
- Nate McClure
- Hannah Nash
- Chuck Raymond
- Michael Skaggs

# EXHIBIT B

**Addendum A**  
AFSCME2711-A  
Fiscal Years 2022, 2023, 2024, 2025, 2026

Title	Annual 18-19	2%			3%			Effective 4/1/2022	Effective 7/1/2023	Effective 7/1/2024	Effective 7/1/2025	Effective 7/1/2026
		Annual 19-20	Annual 20-21	Annual 21-22	Annual 22-23	Annual 23-24	Annual 24-25	Annual 25-26	Annual 26-27	plus \$3500	3.25%	3.75%
Foreman - Solid Waste	50,130	51,133	52,411	53,983	57,483	59,351	61,577	64,040	67,242			
Foreman - WWTP	50,130	51,133	52,411	53,983	57,483	59,351	61,577	64,040	67,242			
Foreman - Roaming Crew	50,130	51,133	52,411	53,983	57,483	59,351	61,577	64,040	67,242			
Foreman - Streets	50,130	51,133	52,411	53,983	57,483	59,351	61,577	64,040	67,242			
Foreman - Water / Sewer	50,130	51,133	52,411	53,983	57,483	59,351	61,577	64,040	67,242			
Animal Control Officer	50,130	51,133	52,411	53,983	57,483	59,351	61,577	64,040	67,242			
Leadman - Roaming	42,920	43,778	44,873	46,219	49,719	51,335	53,260	55,390	58,160			
Leadman - Sewer	42,920	43,778	44,873	46,219	49,719	51,335	53,260	55,390	58,160			
Leadman - Streets	42,920	43,778	44,873	46,219	49,719	51,335	53,260	55,390	58,160			
Leadman - Solid Waste	42,920	43,778	44,873	46,219	49,719	51,335	53,260	55,390	58,160			
Leadman - Water	42,920	43,778	44,873	46,219	49,719	51,335	53,260	55,390	58,160			
WWTP Operator (Leadman)	42,920	43,778	44,873	46,219	49,719	51,335	53,260	55,390	58,160			
Utility 2	42,851	43,708	44,801	46,145	49,645	51,258	53,181	55,308	58,073			
Maintenance 2 - Public Works (Parks)	41,165	41,988	43,038	44,329	47,829	49,384	51,235	53,285	55,949			
Maintenance 2 - Heavy Equip	40,183	40,987	42,011	43,272	46,772	48,292	50,103	52,107	54,712			
WWTP Operator (In Training)	40,398	41,206	42,236	43,503	47,003	48,531	50,351	52,365	54,983			
Maintenance 2 - Public Works	39,607	40,399	41,409	42,651	46,151	47,651	49,438	51,415	53,986			
Maintenance 1 - Public Works	34,226	34,911	35,783	36,857	40,357	41,668	43,231	44,960	47,208			

Health Insurance Stipend	785	848	TBD	916	916 (Special Note)	% increase*	% increase	% increase	% increase
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\*all increases to health stipend will begin on date above.

**Seasonal Wage**  
Starts: \$17-\$19/ hour

Special Note: health insurance stipend for the period ending 6/30/2022 will remain at \$916. Stipend will increase or remain steady based on insurance rates as determined for 7/1/2022 effective date.

**File Attachments for Item:**

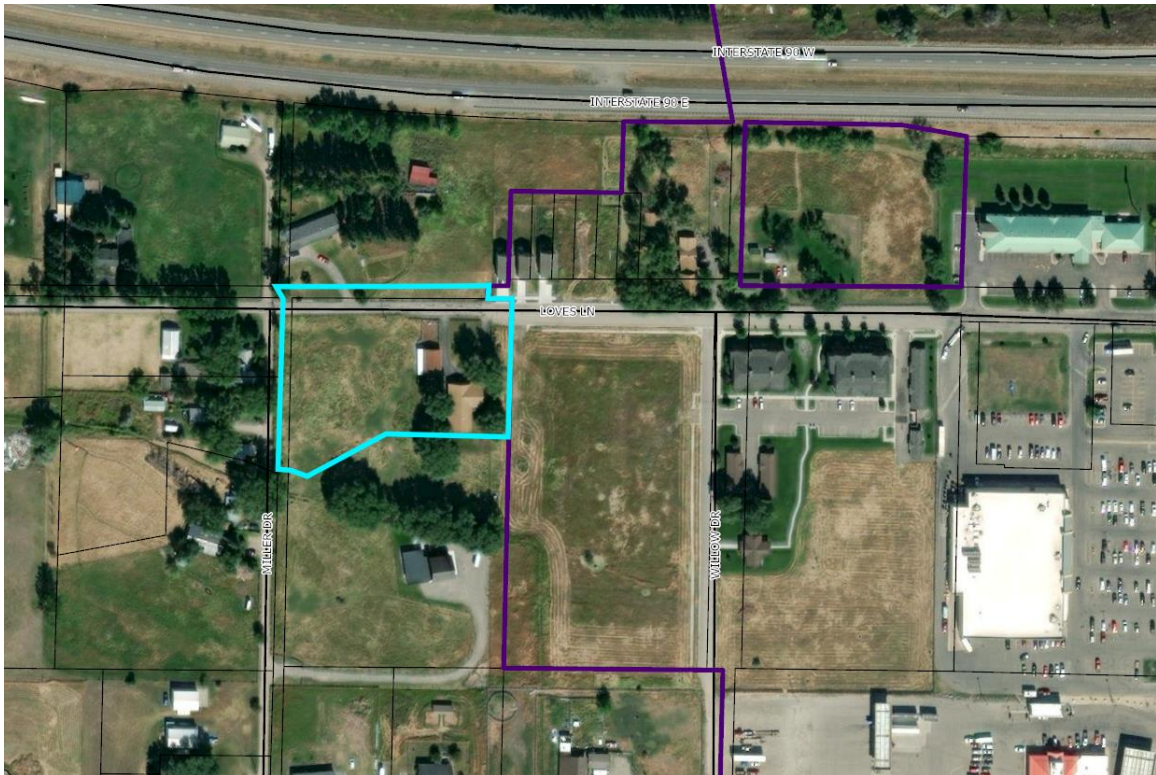
**B. RESOLUTION NO. 5010: A RESOLUTION OF INTENTION OF THE CITY OF LIVINGSTON, MONTANA, TO ANNEX CERTAIN LAND ON PETITION BY KRISTOPHER LAHREN.**

December 7, 2021

**STAFF REPORT**  
**ANNEXATION BY PETITION – 25 Loves Lane**

**Background**

Kristopher Lahren owner of property addressed as 25 Loves Ln. and legally described as Lot 5-A of the Lahren Minor Subdivision in Section 23, Township Two South (T02S), Range Nine East (R09E) (map below) has submitted a petition of annexation to have the aforementioned property incorporated into the City. While the proposed use of the property is not under review, the cover letter submitted by the applicant states the intent of the annexation is to allow the existing home to remain and construct apartments on the property. Additionally, under state law the City is required to annex adjacent roadways, in this case both Miller Dr. and Loves Ln. would be annexed from current City Limits to the bounds of the property.



**Adjacent Properties**

The properties to the east are used as multi-family housing and are currently within the City, neighbors to the south, west, and north are utilized as single-family housing, and

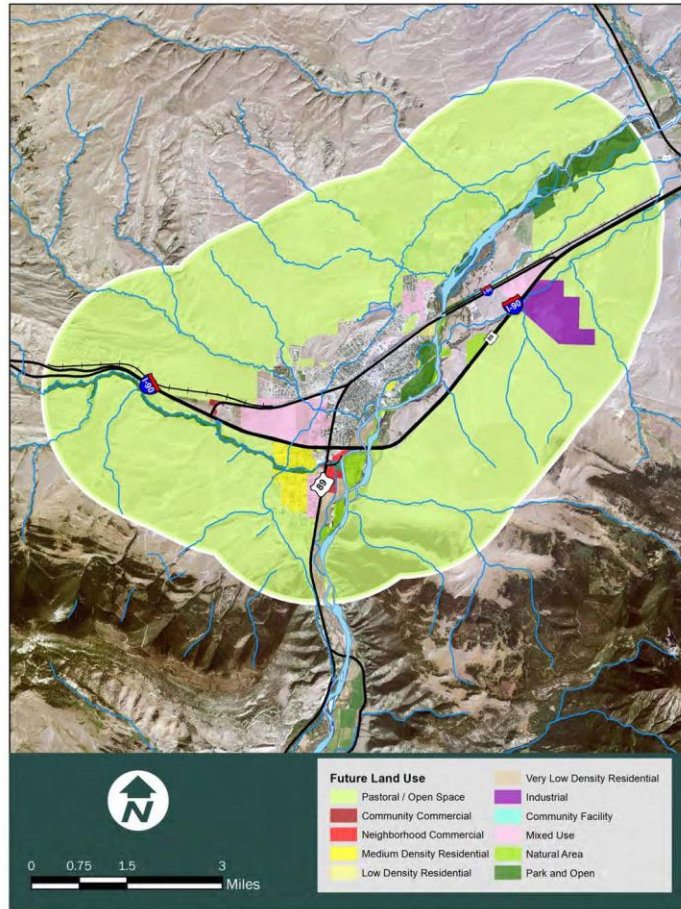
based on Google Maps it appears as if the parcel to the west is also used as a marijuana related business.

**Growth Policy**

The area is shown as Medium Density Residential on the Extra-territorial Jurisdiction Future Land Use Map (ETJ FLUM), indicating that development was anticipated on the parcel. Based on the stated proposed use of the parcel the annexation would facilitate this land use by allowing the property to develop at higher densities through connecting to City utilities. The annexation is also consistent with the Growth Policy’s stated need and desire for additional housing within the City.

The Growth Policy strongly recommends infill rather than expansion of the City’s footprint. While the annexation does expand the City’s footprint, it is a minimal expansion and is occurring in an already developed area rather than greenfield development. As the parcel is located in a developed area adjacent to Interstate 90, the annexation should have no impact on the environment or environmental resources.

Exhibit 2.9: Recommended Future Land Use Map



**Other Factors**

By annexing the property, the City gains regulatory control over the property, including zoning and site plan review. The parcel will be required to undergo a zoning process if the annexation is approved by the City Commission.

It should also be noted that the adjacent parcel to the south, 78 Miller Dr. is connected to City water and sewer and has signed a waiver of annexation.

**Staff Recommendation**

Staff recommends that the City Commission approve the proposed annexation. Staff believes the annexation meets the intent of the Growth Policy and has the potential to provide additional housing, a noted community need.

**Attachments**

- Attachment I.....Application Packet
- Attachment II.....Annexation Resolution

Kristopher Lahren  
414 N 16<sup>th</sup> Ave  
Bozeman, MT 59715  
Phone: (425) 442-4594  
Email: [krislahren@gmail.com](mailto:krislahren@gmail.com)

City of Livingston Planning Dept  
330 Bennett St  
Livingston, MT 59047  
(406) 222-4903

Annexation Application – 25 Loves LN Sewer Extension Cover Letter

To whom it may concern:

I am writing this letter to be included in my application for annexation into the city of Livingston, MT for the property located at 25 Loves Ln Livingston, MT. I am seeking approval for annexation to connect to the city's water and sewer infrastructure for the existing single-family residence and construct two 8-unit apartment buildings. The apartment buildings will be built in two phases. The first phase will be to develop the necessary infrastructure (sewer, water, and power) to support the two apartment buildings and construct the first apartment building. The second phase will be to construct the second apartment building. The land to be used for this development project is located at 25 Loves Ln Livingston, MT which consists of a single-family residence and 2 acres of land.

Sincerely,



Kristopher Lahren

PETITION FOR ANNEXATION

Pursuant to 7-2-4601 et seq. Montana Code Annotated, we, the undersigned, being the owners of all of the property described on Exhibit A which is attached hereto and incorporated by this reference as though fully set forth herein, hereby petition the City of Livingston, Montana, to annex the property described by Exhibit A into the City of Livingston, Montana.

By executing this petition, we consent to said annexation and agree to cooperate fully with the officers and employees of the City of Livingston, Montana, to accomplish the annexation of the land described by Exhibit A.

Dated this 16 day of November, 2021.

PETITIONERS:

Signature [Handwritten Signature]

Printed name Kristopher Lahren

Address 414 N16th Ave Bozeman, MT 59715

Signature

Printed name

Address

STATE OF MONTANA )
: ss
County of Park Gallatin )

SIGNED AND SWORN before me on this 16 day of November, 2021, by Kristopher Lahren

[Handwritten Signature]
Notary Public for the State of Montana

SEAL

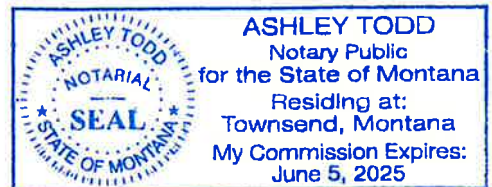




Exhibit A to Petition for Annexation

**Attach Legal Description of Property to be Annexed**

# Exhibit A - Legal Description of Property for Annexation

## Legal Description of Property

The property address is 25 Loves Ln, Livingston, Montana, 59047. The property consists of single-family home with 2 acres of land.

Tax Parcel Information (i.e., "Parcel ID" or "Tax Map & Lot"): LAHREN MINOR SUBDIVISION, S23, T02 S, R09 E, Lot 5-A, ACREVILLE

Other Description: The total land is 2 acres.

**RESOLUTION NO. 5010**

**A RESOLUTION OF INTENTION OF THE CITY OF LIVINGSTON, MONTANA, TO ANNEX CERTAIN LAND ON PETITION BY KRISTOPHER LAHREN.**

\_\_\_\_\_

**WHEREAS**, Section 7-2-4601, Montana Code Annotated, authorizes annexation of land by petition; and

**WHEREAS**, the City Commission of the City of Livingston, Montana, has determined that it is in the best interest of the City that property be annexed into the City, and that the boundaries of the City of Livingston be extended to include property addressed as 25 Loves Ln. and legally described as Lot 5-A of the Lahren Minor Subdivision in Section 23, Township Two South (T02S), Range Nine East (R09E) as shown by Exhibit A;

**WHEREAS**, the owner of more than 50% of the area to be annexed has petitioned the City for inclusion within the City; and

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

It is the intent of the City Commission to annex land more particularly described as:

**Lot 5-A of the Lahren Minor Subdivision in Section 23, Township Two South (T02S), Range Nine East (R09E), and as shown on the map attached as Exhibit A.**

\*\*\*\*\*

**PASSED AND APPROVED**, during a first reading by the Livingston City Commission this 21<sup>st</sup> day of December, 2021.

\_\_\_\_\_  
**DOREL HOGLUND- Chair**

**Resolution No. 5010 : A RESOLUTION OF INTENT TO THE CITY OF LIVINGSTON, MONTANA, TO ANNEX CERTAIN LAND ON PETITION BY KRISTOPHER LAHREN.**

**ATTEST:**

**APPROVED TO AS FORM:**

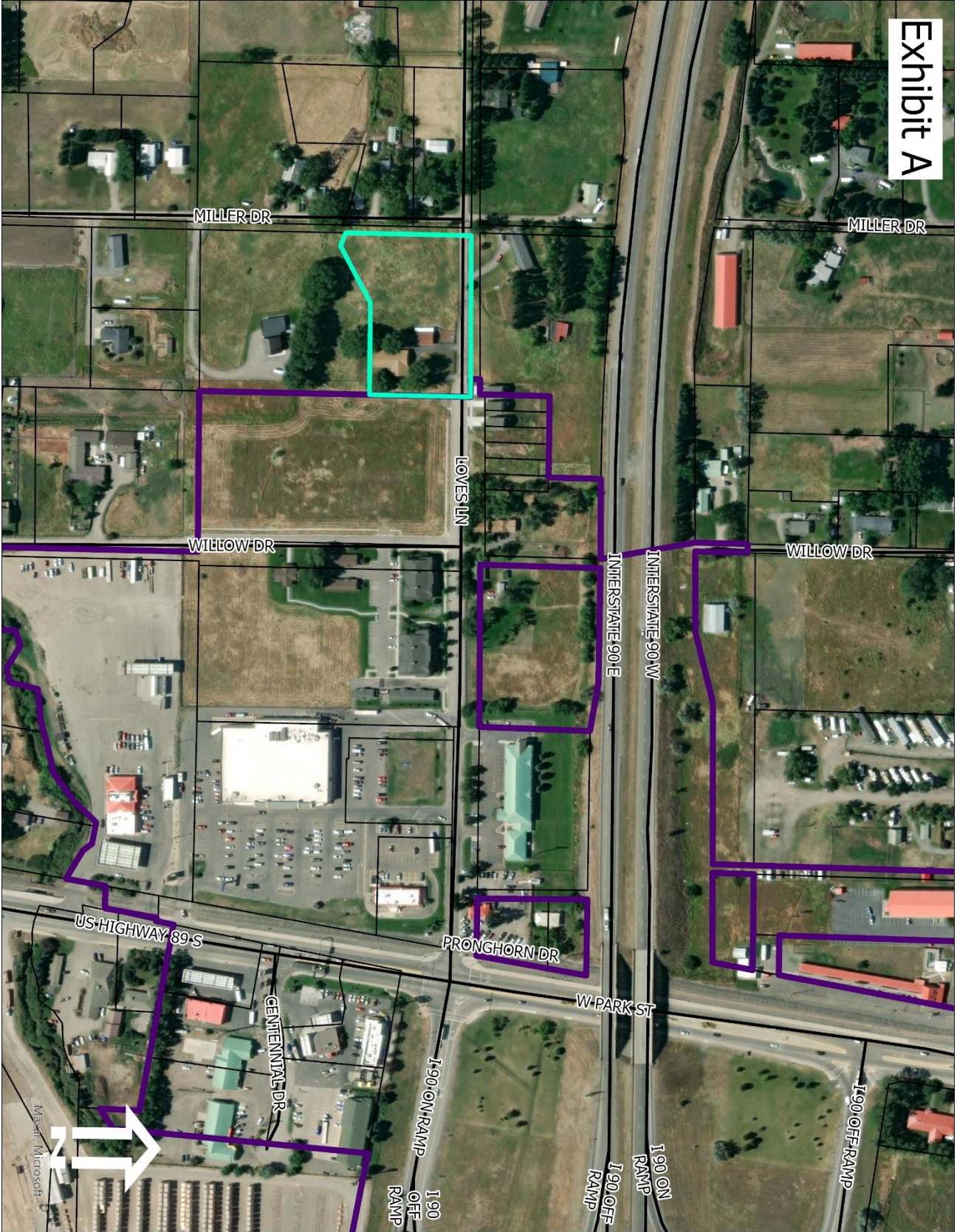
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**FAITH KINNICK**  
**Recording Secretary**

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**COURTNEY JO LAWELLIN**  
**City Attorney**

**Resolution No. 5010 : A RESOLUTION OF INTENT TO THE CITY OF LIVINGSTON,  
MONTANA, TO ANNEX CERTAIN LAND ON PETITION BY KRISTOPHER LAHREN.**



**Resolution No. : A RESOLUTION OF INTENT TO THE CITY OF LIVINGSTON, MONTANA, TO ANNEX CERTAIN LAND ON PETITION BY KRISTOPHER LAHREN.**

**Resolution No. : A RESOLUTION OF INTENT TO THE CITY OF LIVINGSTON, MONTANA, TO ANNEX CERTAIN LAND ON PETITION BY KRISTOPHER LAHREN.**

**File Attachments for Item:**

**C. RESOLUTION NO. 5011: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO APPLY FOR THE COMPETITIVE GRANT PROGRAM OF THE AMERICAN RESCUE PLAN ACT (ROUND 2) AND AUTHORIZATION TO COMMIT REQUIRED MATCHING FUNDS VIA CREATION OF A SPECIAL IMPROVEMENT DISTRICT FOR THE AMERICAN RESCUE PLAN ACT COMPETITIVE GRANT PROGRAM ROUND 2.**

**RESOLUTION NO. 5011**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO APPLY FOR THE COMPETITIVE GRANT PROGRAM OF THE AMERICAN RESCUE PLAN ACT (ROUND 2) AND AUTHORIZATION TO COMMIT REQUIRED MATCHING FUNDS VIA CREATION OF A SPECIAL IMPROVEMENT DISTRICT FOR THE AMERICAN RESCUE PLAN ACT COMPETITIVE GRANT PROGRAM ROUND 2.**

\*\*\*\*\*

**WHEREAS**, the City of Livingston, Montana, is a local government eligible to receive American Rescue Plan Act Funds; and

**WHEREAS**, the City of Livingston, seeks to apply for grant funding from the American Rescue Plan Act programs for the purpose of improving water and sewer infrastructure in the amount of \$2,000,000; and

**WHEREAS**, the proposed projects will extend sewer service to eliminate over 100 septic systems in the city, as well as provide basic foundational infrastructure to recently annexed areas, which will also increase the capacity and efficiency of our water reclamation facility; and

**WHEREAS**, upon Commission approval, the City commits to meeting grant funding application requirements for all submitted projects through the creation of a Special Improvement District; and

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

The Livingston City Commission hereby authorizes the City Manager to submit grant applications American Rescue Plan Act programs on behalf of the City of Livingston, and is hereby authorized to act on its behalf and provide such additional information as required.

**DATED, this \_\_\_\_\_ day of December, 2021.**

\_\_\_\_\_  
**DOREL HOGLUND, Chair**

**ATTEST:**

**APPROVED TO AS FORM:**


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

\_\_\_\_\_  
**COURTNEY LAWELLIN**  
**City Attorney**



**File Attachments for Item:**

. City Hall Open House



The City of Livingston  
Cordially Invites You to Our

# LIVINGSTON CITY HALL OPEN HOUSE

December 21, 2021  
10:00-1:00 p.m.

220 E. Park St.  
Livingston, MT 59047

*Light refreshments will be served*

Please R.S.V.P. by 12/10/2021 to  
Faith Kinnick at  
[fkinnick@livingstonmontana.org](mailto:fkinnick@livingstonmontana.org) or  
call (406) 823-6002

**File Attachments for Item:**

**. REGULAR MEETING NOTICE**

**PUBLIC NOTICE**

The Livingston City Commission will convene via Zoom for a regular session Tuesday, December 21, 2021, at 5:30-8:30 p.m. An agenda with meeting link and details for this meeting is available on our webpage at [www.livingstonmontana.org](http://www.livingstonmontana.org)

All are welcome to attend and give public comment when appropriate.

For more information about this meeting contact Faith Kinnick at (406) 823-6002.

Please publish Friday, December 17, 2021.

Faith Kinnick  
City of Livingston  
December 8, 2021