



# Livingston City Commission Agenda

August 15, 2023

5:30 PM

City – County Complex, Community Room

<https://us02web.zoom.us/j/89320381974?pwd=cm1BcGFQOFRjVHd2Y05lZ3FZYXJjdz09>

Meeting ID: 893 2038 1974

Passcode: 011573

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. APPLICATION FOR KATHERINE LABOUNTA FOR SPECIAL PARKING SPACE FOR RESERVED FOR DISABLED PERSONS ON A PUBLIC STREET. PG.3**

**B. CONSIDERATION OF AGREEMENT 20031 WITH SHANE LALANI CENTER FOR THE ARTS PG.10**

**C. CONSIDERATION OF AGREEMENT 20032 WITH WINDY CITY OUTLAWS INCORPORATED PG.61**

**D. CONSIDERATION OF AGREEMENT 20033 WITH LIVINGSTON DEPOT FOUNDATION PG.68**

**E. APPOINTMENT OF CHRIS PETTIT TO LIVINGSTON TOURISM IMPROVEMENT BOARD OF TRUSTEES PG.74**

**F. APPROVAL OF MINUTES FROM AUGUST 1, 2023, REGULAR CITY COMMISSION MEETING PG.78**

**G. RATIFICATION OF CLAIMS PAID 7.27.2023 TO 8.9.2023 PG.140**

5. Proclamations

6. Scheduled Public Comment

**A. DOWNTOWN MASTER PLAN CONSULTANT PRESENTATION**

7. Public Hearings

*Individuals are reminded that testimony at a public hearing should be relevant, material, and not repetitious. (MCA 7-1-4131 and Livingston City Code Section 2-21)*

**A. CONSIDERATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS FOR 2023 PG.157**

8. Ordinances

9. Resolutions

**A. RESOLUTION 5098: APPROVING AND ADOPTING THE FINAL FY 2024 BUDGET PG. 162**

- B. RESOLUTION 5099: FIXING THE TAX LEVY FOR FY 2023-2024 PG.166**
- C. RESOLUTION 5100: INCREASING ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WATER SYSTEM PG.172**
- D. RESOLUTION 5101: INCREASING ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WASTEWATER SYSTEM PG.179**
- E. RESOLUTION 5102: INTENT TO SPECIFY THE ASSESSMENT OPTION FOR STREET MAINTENANCE AND IMPROVEMENTS DISTRICT NO. 1 FOR FY 2023-2024 PG.185**
- F. RESOLUTION 5103: INTENT TO ESTIMATE THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 FOR FY 2023-2024 PG.191**
- G. RESOLUTION 5104: INTENT TO MODIFY SPECIAL IMPROVEMENT LIGHT DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES FOR FY 2023-2024 PG.197**

10. Action Items

- A. COSIDERATION OF SPECIAL EXCEPTION PERMIT FOR PROPERTY LOCATED AT 5576 US ROUTE 89 PG.203**
- B. CONSIDERATION OF REQUEST FOR ZONING VARIANCE AT THE ROSEN PROPERTY ON NORTH L STREET PG.267**

11. City Manager Comment

12. City Commission Comments

13. Adjournment

Calendar of Events

Supplemental Material

Notice

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

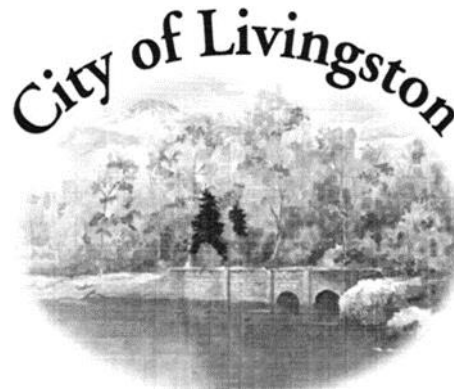
**File Attachments for Item:**

**A. APPLICATION FOR KATHERINE LABOUNTA FOR SPECIAL PARKING SPACE FOR RESERVED FOR DISABLED PERSONS ON A PUBLIC STREET.**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 8/15/2023  
To: Chair Nootz and City Commissioners  
From: Grant Gager

**Staff Report for Approval of a Special Reserved Parking Space**

**Recommendation and Summary**

Staff is recommending the Commission approve the reservation and installation of a special parking space to enable parking by a disabled City resident by adopting the following motion:

“I move to approve the reservation and installation of a special parking space located at 130 S. D Street on the corner of Lewis & D, and authorize the City Manager to direct installation of the required signage and paint.”

The reasons for the recommendation are as follows:

- Chapter 9 of the Livingston Municipal Code allows for the creation of special parking spaces in certain circumstances.
- The City has received a request from a resident that conforms to the requirements of the Livingston Municipal Code for issuance of a special reserved parking space. City Commission approval is required to issue such a space.

**Introduction and History**

Chapter 9 of the Livingston Municipal Code (LMC) provides requirements for the operation and parking of vehicles in the City of Livingston. Importantly, Section 9-243.C. of the LMC allows for the creation of Special Reserved Parking Spaces for disabled persons adjacent to their residence subject to the approval of the City Commission.

**Analysis**

The City has received an application for a Special Reserved Parking Space at 115 n. H Street in the City of Livingston that meets the requirements established in the LMC and staff is requesting City Commission approval for reservation and installation of such a space. The permit will not be provided until the fee and appropriate vehicle registration documents are provided.

**Fiscal Impact**

The \$50.00 fee established in the LMC for Special Reserved Parking Spaces is intended to provide for signage installation and cover the City’s cost.



**Strategic Alignment**

Issuance of such a Special Reserved Parking Space fulfills the goals and requirements of the Livingston Municipal Code.

**Attachments**

- Attachment A: Special Reserved Parking Space Application

City of Livingston  
Application for Special Parking Spaces  
Reserved for Disabled Persons On a Public Street  
(Please note this process may take up to 90 days from date of submission)

\*\*\*\*\*

Name of Applicant: Katherine LaBounta

Address: 110 Molly Dr Phone: 406-443-1030

Type of Special Parking Space Requested:

General Public Use  Reserved for Personal Use of a Disabled Person. (\$50 fee)

Specific Location of the Requested Space: Lewis & D<sup>st</sup> corner - 1<sup>st</sup> parking space

Reason for the Request:

Sats 2p-5p, Sun 10am-1pm, Mon 11a-1pm Boardmember for the Church

\*\*\*\*\*

If requesting a "special parking space" reserved for personal use in a residential area, please answer the following questions:

- 1. Do you operate a vehicle displaying a specialty inscribed license plate issued by the state of Montana to disabled persons and displaying a wheelchair symbol, or the letters "DV" issued to disabled veteran's, or do you possess a special parking permit issued by the State of Montana to persons with a disability? *(Please provide a copy of the vehicle registration).* Yes  No
- 2. Is the requested parking space adjacent to your permanent residence? Yes  No
- 3. Does reasonably accessible and practicable off street parking exist? Yes  No
- 4. License plate number of vehicle(s) designated to use the space: IWSTHR
- 5. Are the designated vehicles operated by you? Yes  No

Administrative Use Only

Date application received: 7/31/23 Reviewed by: Mike Stappa

Does request meet criteria? Yes  No

Comments \_\_\_\_\_

City Commission Action:  Approved  Denied Date: \_\_\_\_\_

\*\*\*\*\*

Installation of Sign:

Sign installed by: \_\_\_\_\_ Date: \_\_\_\_\_

Amount Collected: \_\_\_\_\_ Check no. \_\_\_\_\_

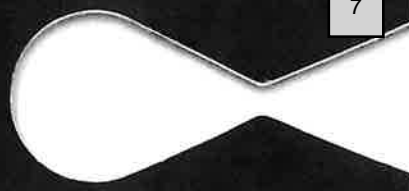
Removal of Sign

Sign removed by: \_\_\_\_\_ Date \_\_\_\_\_

Reason for Removal: \_\_\_\_\_

IMPORTANT: REMOVE BEFORE  
DRIVING VEHICLE

7



Any Alteration Voids Permit

**0529768**

**Disabled Persons Parking  
Identification Permit**

MONTH	EXPIRES	YEAR
JAN		22
FEB		23
MAR		24
APR		25
MAY		26
JUN		27
JUL		28
AUG		29
SEP		30
OCT		31
NOV		32
DEC		33

ILLEGAL TO DUPLICATE THIS PERMIT

**K.A.L.**

DOJ/MVD  
P.O. Box 201430  
302 N. Roberts  
Helena, MT 59620-1430  
Permit expires last day  
of month indicated above.

**Mike Stordalen**

---

**From:** Mike Stordalen  
**Sent:** Tuesday, August 1, 2023 8:39 AM  
**To:** Mike Stordalen  
**Subject:** D st and Lewis st handicap parking on Lewis



Sent from my iPhone

## Mike Stordalen

---

**From:** Mike Stordalen  
**Sent:** Tuesday, August 1, 2023 8:37 AM  
**To:** Mike Stordalen  
**Subject:** D st and Lewis st handicap cap parking



Sent from my iPhone

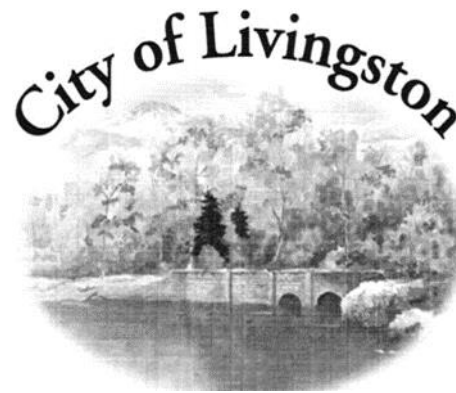
**File Attachments for Item:**

**B. CONSIDERATION OF AGREEMENT 20031 WITH SHANE LALANI CENTER FOR THE ARTS**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 8/15/2023  
To: Chair Nootz and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Agreement 20031 with Shane Lalani Center for the Arts**

**Recommendation and Summary**

The City Manager is recommending approval of Agreement 20031 with the Shane Lalani Center for the Arts by adoption of the following motion:

**“I move to approve agreement 20031 with the Shane Lalani Center for the Arts and authorize the City Manager to execute the agreement.”**

The reasons for the recommendation are as follows:

- The City previously sold a parcel of land and building that is currently used by the Shane Lalani Center for the Arts.
- The sale included a lease agreement allowing the City access to certain portions of the facility and the lease agreement needs to be updated to match current practices.

**Introduction and History**

The City conveyed the parcel of land and building that currently houses the Shane Lalani Center for the Arts (Center) to Crazy Mountain Productions (CMP) in 2009. As part of that transaction, the City and CMP signed a lease agreement that provided the City access to certain parts of the property for thirty years. Through the lease, the City specifically had the right to use an area adjacent to the City-County building parking lot that contained a basketball court and small storage building. Additionally, the City and CMP separately agreed that the City could use a room within the building for document storage; this agreement was not reduced to writing though it still exists.

**Analysis**

With certain alterations to the parcel being planned, the City and Center would like to update the agreement to reflect current practice and future plans. Specifically, the new lease agreement provides access to the internal storage room that the City uses. In addition, the new lease transitions the City’s use of a portion of the Center’s lot for the basketball court to a new location that has been mutually identified.

**Fiscal Impact**

There is no fiscal impact to this agreement that will conform to current practice and future plans.

**Strategic Alignment**

Clear and updated lease agreements provide management the ability to effectively manage City affairs in a manner consistent with Commission priorities.

**Attachments**

- Attachment A: Proposed Agreement 20031
- Attachment B: Resolution 4073, including original lease agreement
- Attachment C: Resolution 4415, modifying original lease agreement



### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between by and between THE SHANE LALANI CENTER FOR THE ARTS, heretofore, “Lessor,” and THE CITY OF LIVINGSTON, MONTANA, heretofore, “Lessee.” (collectively, “Parties”) for the express purpose of memorializing the Lessee’s intent to abandon the premises leased between Parties, described as the South five feet (S 5’) of the Original Lot 25 and all of Original Lot 24 (“Leased Premises”) located within the grounds of The Shane Lalani Center for the Arts (“Premises”).

### RECITALS

WHEREAS the Parties recognize and acknowledge Lessor’s ongoing development of Premises;

WHEREAS the Parties recognize and acknowledge that continued development of Premises is in the community’s best interest by way of expansion of services and improvements to the venue, its amenities, and its capacity for the community’s benefit;

WHEREAS the Parties recognize and acknowledge that it is Lessor’s intention to expand its outdoor entertainment venue on the west side of the Premises, informally known as “the Pavilion,” which necessitates use of approximately the west half of the Leased Premises; and

WHEREAS the Parties recognize and acknowledge that Lessee agrees to abandon the west half of the Leased Premises as a necessary means to effectuate Lessor’s ongoing development efforts.

NOW, THEREFORE, IT IS UNDERSTOOD as follows:

1. **Abandonment.** Pursuant to § 21 of the November 20, 2009 Lease (“Lease”) between Lessor and Lessee, Lessee herein abandons the Leased Premises.
2. **Consideration.** In consideration, Lessor agrees to waive its reserved right to exclusive use of the basketball court and parking within the Leased Premises for future shared use by Lessor and Lessee at the conclusion of the permitted improvements. In addition, the Lessor will allow the City of Livingston to continue to use the southwest classroom in the basement until arrangements can be made to remove the file storage.

3. **Mutual Release of Liability/Indemnification.** Lessor hereby agrees to release, indemnify, and hold Lessee harmless from and against any and all claims, demands, liabilities, damages, expenses and costs (including reasonable attorney’s fees), arising from the use of the abandoned portion of the Leased Premises, by Lessor, their employees, agents, invitees, licensees, or guests.

Lessee hereby agrees to release, indemnify, and hold harmless from and against any and all claims, demands, liabilities, damages, expenses and costs (including reasonable attorney’s fees), arising from the use of the remaining Leased Premises by Lessees, their employees, agents, invitees, licensees, or guests.

\*\*\*

The Parties agree that the terms contained herein shall be binding, their successors in title, and all parties and persons claiming title under them.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
GRANT GAGER, City Manager  
CITY OF LIVINGSTON

\_\_\_\_\_  
ERIKA ADAMS, Executive Director  
THE SHANE LALANI CENTER FOR THE  
ARTS

**RESOLUTION NO. 4073**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO ENTER INTO AGREEMENT WITH CRAZY MOUNTAIN PRODUCTIONS FOR SALE OF EASTSIDE SCHOOL.**

**WHEREAS**, on May 14, 2009, the City of Livingston passed Resolution No. 4029 of its intent to sell Eastside School: and

**WHEREAS**, on May 18, 2009, the City Commission, following a legally noticed public hearing passed Resolution No. 4030 to sell Eastside School; and

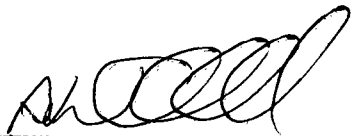
**WHEREAS**, on June 10, 2009, after advertising for Requests for Proposal to sell Eastside School, the City commission received two bids and decided that the bid from Crazy Mountain Productions was in the best interests of the City; and

**WHEREAS**, the City and Crazy Mountain Productions after negotiations have prepared an Agreement for the Purchase and Sale of Real Property of the Eastside School which is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.

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

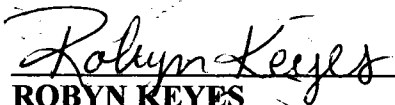
That the City Manager is hereby authorized to enter into the Agreement for Purchase and Sale of Real Property for the Eastside School attached hereto as Exhibit A with Crazy Mountain Productions.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, Montana, this 21<sup>st</sup> day of September, 2009.




**STEVE CALDWELL - Chairman**

**ATTEST:**



**ROBYN KEYES**  
Recording Secretary

**APPROVED AS TO FORM:**



**BRUCE E. BECKER**  
City Attorney

**Resolution No. 4073**

Approving Agreement for Sale of Eastside School to Crazy Mountain Productions.

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

*September 21, 2009*

RECEIVED FROM CRAZY MOUNTAIN PRODUCTIONS, herein called "Buyer," the sum of One Dollar (\$1.00) to be deposited into the Trust Account of Karl Knuchel as earnest money within three (3) days of the Seller's acceptance of this agreement. This earnest money is to be considered as a deposit on account of the purchase price of Four Hundred Twenty Thousand Dollars (\$420,000) for the purchase of property situated in Park County, Montana, and generally described as follows:

Tract A-1 and B-1 of Amended Subdivision Plat #410, Park County, Montana, according to the official plat on file and of record in the office of the County Clerk and Recorder of Park County, Montana.

The Buyer offers to purchase the described property from THE CITY OF LIVINGSTON, on the following terms and conditions:

1. Purchase Price: Four Hundred Twenty Thousand Dollars (\$420,000).
2. Balance. Shall be paid by investments made by Crazy Mountain Productions into the real property totaling Four Hundred Twenty Thousand Dollars (\$420,000). The payments will be tracked by a certified public accountant with annual certified reports made to the City for three (3) years or until the Four Hundred Twenty Thousand Dollar (\$420,000) investment has been fulfilled.

**CONTINGENCIES:**

1. The City of Livingston shall be given a first right of refusal to buy the property back should Crazy Mountain Productions decide to sell the property after purchasing it.
2. All renovations on the exterior of the property will be subject to the standards of historic restoration set forth by the Secretary of the Interior.
3. Crazy Mountain Productions will grant a thirty (30) year lease agreement to The City of Livingston leasing the southwest classroom in the basement of the old school and the property defined as the South five feet (5') of the Original Lot 25 and all of Original Lot 24 for a one-time fee of One Dollar (\$1.00).
4. Crazy Mountain Productions will grant The City of Livingston free access to the Center's eventual conference room. The City's use of the conference room is subject to availability and at the discretion of the City Manager and the Executive Director of Crazy Mountain

Productions.

- 5. Crazy Mountain Productions will rent all areas of the Center available for daily rental, including, but not limited to the ballroom, catering kitchen, and auditorium to the City at the public/non-profit rate as established by Crazy Mountain Productions.
- 6. Crazy Mountain Productions will operate the Center in accordance with its current stated mission: to strengthen community through participation in the performing arts.
- 7. The legal agreement between The City of Livingston and Crazy Mountain Productions will be structured as a Special Deed supported by a Trust Indenture outlining the conditions of the transfer of the property to Crazy Mountain Productions.
- 8. The City will be obliged to rezone the property to "Center Business District" prior to closing with Crazy Mountain Productions.
- 9. Crazy Mountain Productions agrees to invest the minimum of Four Hundred Twenty Thousand Dollars (\$420,000) in the property within the first three (3) years of ownership. In the event of non-compliance with this condition, The City may declare a default and upon Crazy Mountain Productions' failure to correct the default, property ownership will revert to The City.
- 10. The property will be subject to the conditions set forth in MCA §7-8-4201(3) which provides as follows:

(3) If a city or town owns property containing a historically significant building or monument, the city or town may sell or give the property to nonprofit organizations or groups that agree to restore or preserve the property. The contract for the transfer of the property must contain a provision that:

(a) requires the property to be preserved in its present or restored state upon any subsequent transfer; and

(b) provides for the reversion of the property to the city or town for noncompliance with conditions attached to the transfer.

The Warranty Deed transferring the property will set forth these conditions.

CLOSING:

The parties agree to close this transaction on November 19, 2009

PERSONAL PROPERTY/BUILDINGS:

The parties agree that all buildings currently on the property in question shall transfer with the property and shall include, but not be limited to all buildings currently on the premises.

TAXES AND INSURANCE:

Crazy Mountain Productions shall be responsible for all taxes following the date of closing. Crazy Mountain Productions will be responsible for insuring the property at a minimum of Four Hundred Twenty Thousand Dollars (\$420,000) with The City name as an "also insured".

POSSESSION:

Possession of this property shall be delivered to Buyer upon the closing of this transaction.

THE UNDERSIGNED BUYER OFFERS AND AGREES TO BUY THE ABOVE-DESCRIBED PROPERTY ON THE TERMS AND CONDITIONS ABOVE STATED AND ACKNOWLEDGES RECEIPT OF A COPY HEREOF.

BUYER:

CRAZY MOUNTAIN PRODUCTIONS

By Walt J. [Signature]  
Its Executive Director

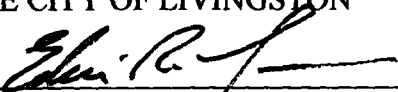
**ACCEPTANCE**

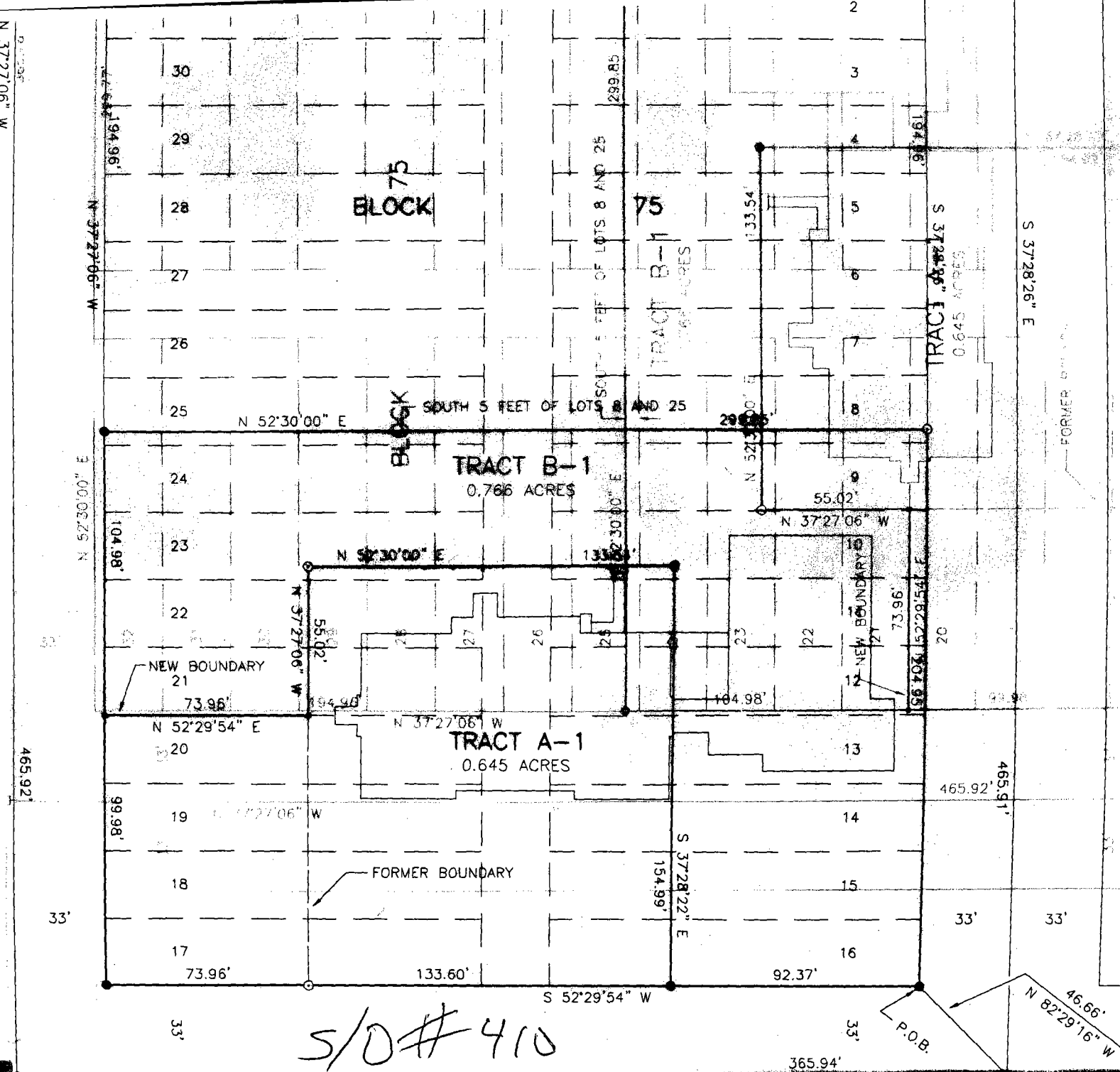
The undersigned accepts the offer and agrees to sell the property described on the terms and conditions therein set forth.

The undersigned acknowledges receipt of a copy hereof.

DATED this 21<sup>st</sup> day of October, 2009.

THE CITY OF LIVINGSTON

By   
ED MEECE, City Manager



N 37°27'06" W

P.L. 1936

N 37°27'06" W

E 100'06"25 N

465.92'

33'

33'

S 52°29'54" W

365.94'

S 37°28'48" E

S 37°28'26" E

E 175°16'25" 104.98'

465.91'

33'

33'

N 82°29'16" W

194.96'

30  
29  
28  
27  
26  
25  
24  
23  
22  
21  
20  
19  
18  
17

SOUTH 5 FEET OF LOTS 8 AND 25

TRACT B-1  
0.766 ACRES

S 37°28'22" E

133.54'

N 52°30'00" E

N 37°27'06" W

N 52°30'00" E

NEW BOUNDARY

33'

P.O.B.

02

104.98'

465.91'

SEC 549.0

S/O # 410



LAW OFFICES  
KARL KNUCHEL, P.C.

116 West Callender Street  
P.O. Box 953  
Livingston, MT 59047

Karl Knuchel [karl@knuchelpc.com](mailto:karl@knuchelpc.com)  
Jami Layne Rebsom [jami@knuchelpc.com](mailto:jami@knuchelpc.com)  
Courtney Lawellin [courtney@knuchelpc.com](mailto:courtney@knuchelpc.com)

October 6, 2009

BRUCE BECKER  
414 EAST CALLENDER  
LIVINGSTON MT 59047

**HAND DELIVERED**

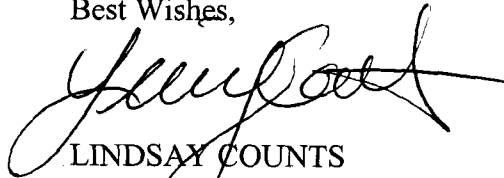
Re: Crazy Mountain Productions

Dear Bruce:

Please find enclosed the corrected Agreement for Purchase and Sale of Real Property between Crazy Mountain Productions and the City of Livingston.

Should you have any questions or concerns, please do not hesitate to contact our office.

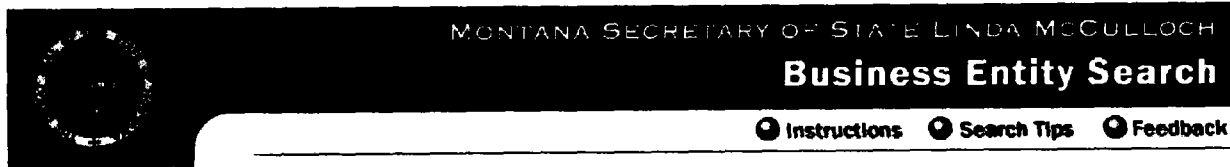
Best Wishes,



LINDSAY COUNTS  
Legal Assistant

lc:  
Enclosure

*Amended Agreement*  
*dk Bsb*  
*10-7-09*



▶ Data Current as of...

If you are ordering a Certificate of Fact or Certificate of Existence, please make sure the Foreign/Domestic Corporation or Limited Liability Company is in "Good Standing". Enter the name of the business, and check to see whether their annual report was filed in the current year.

We are not able to provide a Certificate of Fact or Certificate of Existence unless the current annual report is filed.

**Name:** CRAZY MOUNTAIN PRODUCTIONS  
**ID #:** D119268  
**Type:** PUBLIC BENEFIT WITHOUT MEMBERS  
**Jurisdiction State:** MT  
**Status:** ACTIVE  
**Status Reason:** GOOD STANDING

**Status Dates**

**Expiration Date:**  
**Date of Incorporation:** 11/01/2002  
**Last AR Filed:** 04/16/2009  
**Suspension:**  
**Inactive Date:**  
**Diss/Withdr/Revoke:**

**Additional Info**

**Term:** PERP  
**Shares:**  
**Purpose Code:** EDUCATIONAL-GENERAL

**Agent**

**Registered Agent:** HILARY WHEELER-SMITH  
**Address 1:** 5237 US HWY 89 S #4  
**Address 2:** PO BOX 58  
**City:** LIVINGSTON  
**State:** MT  
**Zip:** 59047-0000

If you would like to purchase a Certificate of Existence for this business entity, select the button below. You will be assessed a \$5.00 fee for this service.

If you would like to purchase a Certificate of Fact for this business entity, select the button below. You will be assessed a \$15.00 fee for this service.

**Do another Search**

Eastside School



PO BOX 58  
LIVINGSTON, MT 59047  
(406) 222-1420

FIRST INTERSTATE BANK  
LIVINGSTON, MT 59047  
93-168/929

3869

10/30/2009

PAY TO THE ORDER OF Karl Knuchel, P.C.

\$ 11.00

One and 00/100

DOLLARS



Ken Knuchel, P.C.  
116 W Callender St  
P O Box 953  
Livingston MT 59047

*Earnest Money*

*Walt J. L.*

MP#AC 10/30/2009 Trust Account

⑈003869⑈ ⑆092901683⑆5401007645⑈

**A. U.S. Department of Housing and Urban Development**

**B. Type of Loan**

1.  FHA                      2.  FMHA                      3.  Conv. Unins.  
 4.  VA                          5.  Conv. Ins.

**FINAL**

6. File Number                      7. Loan Number  
 910620

**Settlement Statement**

8. Mortgage Ins. Case No.

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

**D. Name of Borrower:** Crazy Mountain Productions, PO Box 58, Livingston, MT 59047

**E. Name of Seller:** City of Livingston, 414 E. Callender, Livingston, MT 59047

**F. Name of Lender:**

**G. Property Location:** Lot A-1,B-1, 410 Subdivision Plat No. 410

**H. Settlement Agent:** Guardian Title Inc (406) 222-3037                      **TIN:** 810496820  
**Place of Settlement:** 504 E. Callender, Livingston, MT 59047

**I. Settlement Date:** 11/20/2009                      **Proration Date:** 11/20/2009

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
<b>100. Gross amount due from borrower:</b>		<b>400. Gross amount due to seller:</b>	
<b>101. Contract sales price</b>		<b>401. Contract sales price</b>	420,000.00
<b>102. Personal property</b>		<b>402. Personal property</b>	
<b>103. Settlement charges to borrower (line 1400)</b>		<b>403.</b>	
<b>104.</b>		<b>404.</b>	
<b>105.</b>		<b>405.</b>	
<b>Adjustments for items paid by seller in advance:</b>		<b>Adjustments for items paid by seller in advance:</b>	
<b>106. City/town taxes</b>		<b>406. City/town taxes</b>	
<b>107. County taxes</b>		<b>407. County taxes</b>	
<b>108. Assessments</b>		<b>408. Assessments</b>	
<b>109.</b>		<b>409.</b>	
<b>110.</b>		<b>410.</b>	
<b>111.</b>		<b>411.</b>	
<b>112.</b>		<b>412.</b>	
<b>120. Gross amount due from borrower:</b>		<b>420. Gross amount due to seller:</b>	420,000.00
<b>200. Amounts paid by or in behalf of the borrower:</b>		<b>500. Reduction in amount due to seller:</b>	
<b>201. Deposit or earnest money</b>		<b>501. Excess deposit (see instructions)</b>	
<b>202. Principal amount of new loan(s)</b>		<b>502. Settlement charges to seller (line 1400)</b>	1,689.00
<b>203. Existing loan(s) taken subject to</b>		<b>503. Existing loan(s) taken subject to</b>	
<b>204.</b>		<b>504. Payoff of first mortgage loan</b>	
<b>205.</b>		<b>505. Payoff of second mortgage loan</b>	
<b>206.</b>		<b>506.</b>	
<b>207.</b>		<b>507.</b>	
<b>208. Promissory Note</b>		<b>508. Promissory Note</b>	420,000.00
<b>209.</b>		<b>509.</b>	
<b>Adjustments for items unpaid by seller:</b>		<b>Adjustments for items unpaid by seller:</b>	
<b>210. City/town taxes</b>		<b>510. City/town taxes</b>	
<b>211. County taxes</b>		<b>511. County taxes</b>	
<b>212. Assessments</b>		<b>512. Assessments</b>	
<b>213.</b>		<b>513.</b>	
<b>214.</b>		<b>514.</b>	
<b>215.</b>		<b>515.</b>	
<b>216.</b>		<b>516.</b>	
<b>217.</b>		<b>517.</b>	
<b>218.</b>		<b>518.</b>	
<b>219.</b>		<b>519.</b>	
<b>220. Total paid by/for borrower:</b>		<b>520. Total reduction in amount due seller:</b>	421,689.00
<b>300. Cash at settlement from/to borrower:</b>		<b>600. Cash at settlement to/from seller:</b>	
<b>301. Gross amount due from borrower (line 120)</b>		<b>601. Gross amount due to seller (line 420)</b>	420,000.00
<b>302. Less amount paid by/for borrower (line 220)</b>		<b>602. Less total reduction in amount due seller (line 520)</b>	421,689.00
<b>303. CASH (X)FROM ( )TO BORROWER</b>		<b>603. CASH (X)FROM ( )TO SELLER</b>	1,689.00

**SUBSTITUTE FORM 1099 SELLER STATEMENT** - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

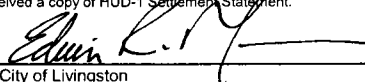
**SELLER INSTRUCTION** - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Guardian Title Inc (406) 222-3037 with your correct taxpayer identification number. If you do not provide Guardian Title Inc (406) 222-3037 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

L Settlement Charges		File Number: 910620	
		Paid From	Paid From
		Borrower's	Seller's
		Funds at	Funds at
		Settlement	Settlement
700.	Total sales/broker commission		
	Division of commission (line 700) as follows:		
701.	\$		
702.	\$		
703.	Commission paid at settlement		
704.			
<b>800. Items payable in connection with loan</b>			
801.	Loan origination fee		
802.	Loan discount		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance application fee		
807.	Assumption fee		
808.	Broker Origination		
809.	Tax Service Fee		
810.	Underwriting Fee		
811.	Flood Life of Loan		
812.			
813.			
814.	Yield Spread Premium		
815.			
<b>900. Items required by lender to be paid in advance</b>			
901.	Interest from		
902.	Mortgage insurance premium for		
903.	Hazard insurance premium for		
904.			
905.	VA Funding Fee		
<b>1000. Reserves deposited with lender</b>			
1001.	Hazard insurance		
1002.	Mortgage insurance		
1003.	City property taxes		
1004.	County property taxes		
1005.	Annual assessments (maint.)		
1006.			
1007.			
1008.			
1009.	Aggregate Adjustment		
<b>1100. Title charges</b>			
1101.	Settlement or closing fee to Guardian Title Inc		125.00
1102.	Abstract or title search		
1103.	Title examination		
1104.	Title insurance binder		
1105.	Document preparation		
1106.	Notary fees		
1107.	Attorney's fees to		
	<i>includes above items no.:</i>		
1108.	Title insurance to Guardian Title Inc		1,289.00
	<i>includes above items no.:</i>		
1109.	Lender's coverage		
1110.	Owner's coverage \$420,000.00 \$1,289.00		
1111.	Inspection Fee		
1112.	Courier Charges		
1113.	Endorsements (8.1, 9 & 22)		
<b>1200. Government recording and transfer charges</b>			
1201.	Recording fees: Deed \$21.00 Mortgage \$49.00		
1202.	City/county tax/stamps:		
1203.	State tax/stamps:		
1204.	Recording First Right Of Refusal to Guardian Title Inc		
1205.	Escrow Setup Fee to Guardian Title Inc		275.00
1206.			
<b>1300. Additional settlement charges</b>			
1301.	Survey		
1302.	Pest inspection		
1303.			
1304.			
1305.			
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)		1,689.00

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

\_\_\_\_\_  
Crazy Mountain Productions

  
\_\_\_\_\_  
City of Livingston

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.



11-23-09  
\_\_\_\_\_  
Date


Guardian Title Inc

**SELLER'S AND/OR PURCHASER'S STATEMENT** Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorrations and signifies their understanding that prorrations were based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefore and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for checkwriting and input to the computers, but not for aforesaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.  
Sellers  
Purchasers/Borrowers

\_\_\_\_\_  
Crazy Mountain Productions

  
\_\_\_\_\_  
City of Livingston

**WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.**

**ESCROW COLLECTION AGREEMENT  
OF  
GUARDIAN TITLE, INC.**

<b>SELLER(S)</b>	CITY OF LIVINGSTON 414 East Callender Livingston, MT 59047	Consideration \$420,000.00  Down Payment \$ -0-
<b>BUYER(S)</b>	CRAZY MOUNTAIN PRODUCTIONS P.O. Box 58 Livingston, MT 50947	Escrow Balance \$420,000.00

1. Subject to the conditions herein mentioned, the following documents are hereby deposited in escrow with **GUARDIAN TITLE, INC.**, herein called "Title Co." to-wit:

Trust Indenture  
Promissory Note

2. The above mentioned documents are to be delivered to the Buyer(s) referenced above, or to any of them if more than one, upon payment of the sum of Four Hundred Twenty Thousand Dollars (\$420,000), plus no interest accruing thereon.

The principal due shall be paid by the Buyer making investments in the property covered by the Montana Trust Indenture between the parties securing the Promissory Note. Said payments will be tracked by a Certified Public Accountant with annual certified reports being made to the CITY OF LIVINGSTON for three (3) years or until the principal balance due hereunder is fulfilled.

Special instructions, if any, in addition:

N/A.

3. Terms of prepayment privileges are as follows: N/A.

4. The undersigned, in consideration of the premises and the consent of the Title Co. to act as holder of the escrow deposited herewith, have agreed and hereby agree that said Title Co. shall receive compensation for acting as escrow holder of an initial filing fee of \$ 550 and a monthly collection charge of \$ 0. Title Co. fees and charges upon this escrow shall be paid by both parties.

5. The escrow holder reserves the right to increase the annual collection charge, and the charge for the division of payments on this Escrow at any time by giving written notice of such increase to the parties to this escrow by regular mail at the last address left with the escrow holder.
6. The escrow holder shall have a lien upon all monies, papers and properties held by it in connection herewith for any fees, costs and or expenses due it hereunder.
7. In the event of any disagreement between the parties hereto, or demands or claims being made upon the escrow holder by the parties hereto or interested herein or by any other party, said escrow holder shall have the right to employ legal counsel to advise it and/or represent it in any suit or action brought affecting this escrow or the papers held in connection herewith; and the parties hereto shall be jointly and severally liable to the escrow holder for any and all attorney's fees, costs and disbursements incurred by said escrow holder in connection herewith, and upon demand shall forthwith pay the same to the escrow holder.
8. In the event these instructions conflict with the terms of any document held in escrow it is agreed that these instructions shall control insofar as the duties and liabilities of said Title Co. are concerned.
9. The undersigned further agree that the escrow holder is not liable for the sufficiency or legality of any of the instruments placed in escrow, and it is understood and agreed that the liability of the escrow holder shall be the safe keeping of the papers, proper handling of the money received, and the proper delivery of the papers as directed.
10. Should seller(s) declare default, they shall cause a copy of any default notice to be delivered to the escrow holder to inform the escrow holder of seller(s) action.
11. Any payment made hereon other than in cash or certified funds shall be credited on this escrow conditionally, pending the escrow holder's receipt of available funds at par.
12. There may be no change or modifications of this agreement without the written consent of escrow holder, nor shall any assignment or transfer of any right, title or interest of the undersigned or of any of them, be binding on escrow holder without written notice to it and its acknowledgment thereof. Subject to the above limitations, this Agreement shall be binding on and in favor of Grantor's and Grantee's respective successors and assigns with like effect.
13. Escrow holder assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth-in-Lending, Consumer Credit Protection Act, the Uniform Consumer Credit Code, State or Federal usury laws, or any other similar or applicable laws.



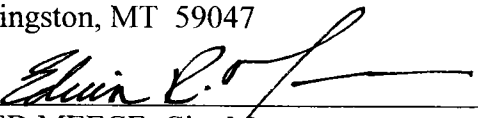
14. We have read the foregoing agreement, understand the contents and agree that Guardian Title, Inc. as escrow holder is bound only by the foregoing written instructions.

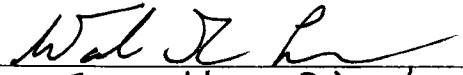
**SELLER(S)**

**BUYER(S)**

CITY OF LIVINGSTON  
414 East Callender  
Livingston, MT 59047

CRAZY MOUNTAIN PRODUCTIONS  
P.O. Box 58  
Livingston, MT 59047

By   
ED MEECE, City Manager

By   
Its Executive Director

\_\_\_\_\_  
Federal ID Number

45-0490660  
Federal ID Number

**FIRST RIGHT OF REFUSAL**

AGREEMENT MADE this 20<sup>th</sup> day of November, 2009, between CRAZY MOUNTAIN PRODUCTIONS of P.O. Box 58, Livingston, Montana 59047, hereinafter referred to as "CMP," and CITY OF LIVINGSTON of 414 East Callender, Livingston, Montana 59047, hereinafter referred to as "City".

WITNESSETH:

1. WHEREAS, CMP owns real property located in Livingston, Park County, Montana, described as: Tract A-1 and B-1 of Amended Subdivision Plat #410, Park County, Montana, according to the official plat on file and of record in the office of the County Clerk and Recorder of Park County, Montana.

2. WHEREAS, the parties agree that the City shall have a first right of refusal to purchase said property in the event CMP decides to sell it.

NOW, THEREFORE, the parties agree as follows:

**AGREEMENT**

1. That the City shall have the first right of refusal to purchase the property at the price and terms of any bona fide written offer made by a third party and acceptable to CMP. Said right is to be exercised by notifying the City by registered mail within ten (10) days of receiving written notice that such a bona fide offer has been made. Thereafter, the City shall have thirty (30) days to complete the financing and/or any other paperwork required to close the transaction;

2. That the property shall be sold free and clear of all liens and encumbrances, subject only to those items acceptable to the parties as any evidence of title may disclose; and

3. This option of first refusal is granted for Ten Dollars and other valuable consideration (\$10 ovc) paid by the City to CMP.

DATED this 20<sup>th</sup> day of November, 2009.

CMP:

CRAZY MOUNTAIN PRODUCTIONS

By *[Signature]*  
Its Executive Director

CITY:

CITY OF LIVINGSTON

By *[Signature]*  
Its City Manager

STATE OF MONTANA    )  
  : ss.  
County of PARK        )

This instrument was acknowledged before me on November 20, 2009, by Walter Russell Lewis as Executive Director of CRAZY MOUNTAIN PRODUCTIONS.

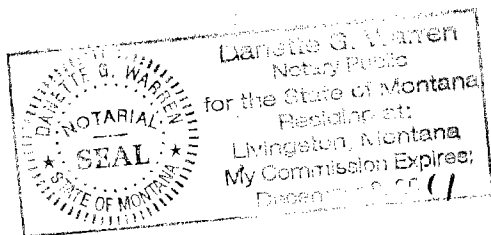


*[Signature]*  
Printed Name of Notary: Danette G. Warren  
Notary Public for the State of Montana.  
Residing at Livingston Montana.  
My Commission expires: 12-09-2011

STATE OF MONTANA )  
 : ss.  
County of PARK )

This instrument was acknowledged before me on November 23, 2009, by ED MEECE as City Manager of CITY OF LIVINGSTON

Danette G. Warren  
Printed Name of Notary: Danette G. Warren  
Notary Public for the State of Montana.  
Residing at Livingston, Montana.  
My Commission expires: 12-08-2011.



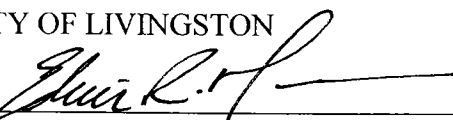
**REQUEST FOR FULL RECONVEYANCE**

TO: TRUSTEE

November \_\_\_\_, 2009

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Trust Indenture. Said note, together with all other indebtedness secured by said Trust Indenture, has been fully paid and satisfied and you are hereby requested and directed on payment to you of any sums owing to you under the terms of said Trust Indenture, to cancel said note above-mentioned and all other evidences of indebtedness secured by said Trust Indenture delivered to you herewith, together with said Trust Indenture, and to reconvey, without warranty, to the parties designated by the terms of said Trust Indenture, all the estate now held by you thereunder.

CITY OF LIVINGSTON

By  \_\_\_\_\_  
ED MEECE, City Manager

Mail reconveyance to:

CRAZY MOUNTAIN PRODUCTIONS  
P.O. Box 58  
Livingston, MT 59047

**LEASE**

BY THIS AGREEMENT made and entered into November 20, 2009, between CRAZY MOUNTAIN PRODUCTIONS, herein referred to as "Lessor," and CITY OF LIVINGSTON, herein referred to as "Lessee." Lessor leases to Lessee the premises situated within the premises described as the South five feet (S 5') of the Original Lot 25 and all of Original Lot 24 located within the premises known as the Old East Side School in the City of Livingston, Park County, Montana, together with all appurtenances, for a term of thirty (30) years to commence on November 20, 2009, and to end on November 20, 2039, at 12 o'clock p.m.

**SECTION ONE**

**Rent**

Lessee agrees to pay, without demand, to Lessor as rent for the demised premises a one-time rental payment of One Dollar (\$1.00).

**SECTION TWO**

**Security Deposit**

On execution of this Lease, Lessee deposits with Lessor -0- Dollars (\$0.00), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by it of the provisions hereof.

**SECTION THREE**

**Quiet Enjoyment**

Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy the demised premises for the agreed term.

**SECTION FOUR**  
**Use of Premises**

The demised premises shall be used and occupied by Lessee exclusively for governmental operations. Lessee shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the demised premises during the term of this Lease. In addition, Lessor grants Lessee free access to the Center's eventual conference room. The Lessee's use of the conference room is subject to availability and at the discretion of the City Manager and the Executive Director of Crazy Mountain Productions.

**SECTION FIVE**  
**Rental of Additional Premises**

Lessor will rent all areas of the Center available for daily rental, including, but not limited to the ballroom, catering kitchen, and auditorium to the Lessee at the public/non-profit rate as established by the Lessor.

Lessor shall also have exclusive access to the current basketball court and five (5) parking spaces located between the school and the City/County building.

**SECTION SIX**  
**Condition of Premises**

Lessee stipulates that it has examined the demised premises, including the grounds and all buildings and improvements, and that they are at the time of this Lease, in good order, repair, and a safe, clean and tenantable condition.

**SECTION SEVEN**  
**Insurance**

Lessee agrees to carry its own contents insurance in an amount it deems adequate.

**SECTION EIGHT**  
**Assignment and Subletting**

Without the prior written consent of Lessor, Lessee shall not assign this Lease.

**SECTION NINE**  
**Alterations and Improvements**

Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and moveable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this Lease.

**SECTION TEN**  
**Damage to Premises**

If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of its employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of its employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.



**SECTION ELEVEN**  
**Dangerous Materials**

Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**SECTION TWELVE**  
**Utilities**

Lessor shall pay for all utility services required on the premises.

**SECTION THIRTEEN**  
**Maintenance and Repair**

Lessee will, at its sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal thereof. In particular, Lessee shall keep the fixtures on or about the leased premises in good order and repair. It shall be Lessor's responsibility, however, to make all required repairs to the plumbing, heating apparatus, and electric fixtures whenever damage thereto shall not have resulted from Lessee's misuse, waste, or neglect or that of its employee, family, agent, or visitor.

Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at its direction without the prior written consent of Lessor.

**SECTION FOURTEEN**  
**Animals**

Lessee may not keep domestic animals on or about the leased premises without the written consent of Lessor.

**SECTION FIFTEEN**  
**Right of Inspection**

Lessor and its agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premise for the purpose of inspecting the premises and all buildings and improvements thereon.

**SECTION SIXTEEN**  
**Display of Signs**

During the term of this Lease, Lessor or its agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants during the last three (3) months of this Lease.

**SECTION SEVENTEEN**  
**Subordination of Lease**

This Lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

**SECTION EIGHTEEN**  
**Holdover by Lessee**

Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this Lease, a new tenancy from month to month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof

but shall be terminable on thirty (30) days' written notice served by either Lessor or Lessee on the other party.

**SECTION NINETEEN**  
**Surrender of Premises**

At the expiration of the Lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this Lease, reasonable use and wear thereof and damages by the elements excepted.

**SECTION TWENTY**  
**Default**

If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the Lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the Lease shall not result if, within thirty (30) days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to affect such correction within a reasonable time.

**SECTION TWENTY-ONE**  
**Abandonment**

If at any time during the term of this Lease Lessee abandons the demised premises or any part thereof, Lessor may, at its option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may at its discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold

Lessee liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

**SECTION TWENTY-TWO**  
**Binding Effect**

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.


IN WITNESS WHEREOF, the parties have executed this Agreement this 20<sup>th</sup> day of November, 2009.

LESSOR:

LESSEE:

CRAZY MOUNTAIN PRODUCTIONS

CITY OF LIVINGSTON

By   
Its Executive Director

By   
ED MEECE, City Manager

After recording return to:

Guardian Title  
504 East Callender  
Livingston, MT 5047

**MONTANA TRUST INDENTURE**

THIS TRUST INDENTURE, made this 20<sup>th</sup> day of November, 2009, between CRAZY MOUNTAIN PRODUCTIONS whose mailing address is P.O. Box 58, Livingston, Montana 59047, as Grantor, GUARDIAN TITLE, with principal office at 504 East Callender, Livingston, Montana 59047, as Trustee, and CITY OF LIVINGSTON, with principal office at 414 East Callender, Livingston, Montana 59047, as Beneficiary,

WITNESSETH: That Grantor hereby irrevocably GRANTS, BARGAINS, SELLS, CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, nevertheless, WITH POWER OF SALE that certain real property, which does not exceed forty (40) acres in area, situated in the County of Park, State of Montana, particularly described as follows, to-wit:

Tract A-1 and B-1 of Amended Subdivision Plat No. 410, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

TOGETHER WITH: (1) All buildings, fixtures and improvements thereon and all water rights, rights-of-way, tenements, hereditaments, privileges and appurtenances thereunto belonging, now owned or hereafter acquired, however evidenced, used or enjoyed with said premises or belonging to the same; (2) All right, title and interest hereafter acquired in or to any of said premises, hereby also releasing, relinquishing and waiving all exemptions, rights of dower and homestead, in or to said premises, vested or inchoate; (3) All heating, air conditioning, plumbing and lighting facilities, equipment and fixtures now or hereafter installed upon or within said premises, used or proper or necessary to constitute the same premises a habitable, usable or operating unit-all of said property being designated and deemed for the purposes of this instrument a part of the realty; and (4) All of the rents, issues and profits of said premises, SUBJECT, HOWEVER, to the right, power and authority hereinafter conferred upon Beneficiary to collect and apply such rents, issues and profits;

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of Four Hundred Twenty Thousand Dollars (\$420,000) with interest thereon according to the terms of a promissory note, dated November 20<sup>th</sup>, 2009, (and any extensions and/or renewals or modifications thereof), made by Grantor payable to the order of Beneficiary in installments, the last of which, unless sooner paid, will be due and payable on maturity date of note; (2) Payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided; and (3) Performance of each agreement of Grantor herein and in said note contained.

TO PROTECT THE SECURITY OF THIS TRUST INDENTURE, AND FOR OTHER PURPOSES, GRANTOR AGREES:

- 1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete and restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not commit, suffer or permit any act upon said property in violation of the law; and to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon as provided in this instrument, and as allowed by law.

2. To provide, maintain and deliver to Beneficiary, insurance of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by the Beneficiary with loss payable clause in favor of and in form acceptable to Beneficiary. In the event of loss, Grantor shall give immediate notice to Beneficiary, who may make proof of loss and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To pay before delinquent all taxes and assessments, including interest and penalties, affecting said premises and improvements; to promptly pay and discharge all encumbrances, charges and liens on said property which at any time are, or appear to be, prior or superior hereto. The failure of Grantor to make any of such payment shall constitute a default under this trust.

5. Except as otherwise expressly provided herein, to pay all costs, fees and expenses of this trust, including cost of search and evidence of title, advertising and recording expense, documentary taxes and Trustee's and attorney's fees as allowed by law.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of five percent (5%) per annum until paid, and the payments thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Without affecting the liability of any person, including Grantor, for the payment of any indebtedness secured hereby, or the lien of this Trust Indenture on the remainder of the property for the full amount of any indebtedness unpaid, Beneficiary and Trustee are respectively empowered as follows; Beneficiary may from time to time and without notice:

- a. Release any person liable for payment of any of the indebtedness,

- b. Extend the time or otherwise alter the terms of payment of any of the indebtedness,
- c. Alter, substitute or release any property securing the indebtedness;

Trustee may, at any time and from time to time, upon the written request of Beneficiary:

- a. Consent to the making of any map or plat of the property,
- b. Join in granting any easement or creating any restriction thereon,
- c. Join in any subordination or other agreement affecting this Trust Indenture or lien or charge thereof,
- d. Reconvey, without warranty, all or any part of the property.

9a. Both parties agree that Beneficiary may, if Beneficiary so elects, procure and thereafter continue during the term of this Indenture, for as long as Beneficiary desires, a form of insurance acceptable to Beneficiary insuring Beneficiary against any loss sustained by Beneficiary by reason of any default in payment by Grantor of the secured indebtedness. If Beneficiary elects to procure such insurance, Grantor shall promptly reimburse Beneficiary the full amount of the initial premium for such insurance.

9b. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Trust Indenture and said note to Trustee for cancellation and retention and upon payment by Beneficiary of its fees, Trustee shall reconvey to Grantor, without warranty, the property then held hereunder.

10. As additional security, Grantor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Indenture and of any personal property located thereon. Until Grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Grantor shall have the right to collect all such rents, issues, royalties and profits earned prior to default as they become due and payable. If Grantor shall default as aforesaid, Grantor's right to collect any of such monies shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such monies shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the



right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor subordination of the lien or charge of this Trust Indenture to any such tenancy, lease or option.

11. Upon any default by Grantor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Grantor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire or other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such note.

13. Time is of the essence hereof. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written default and of election to cause such property to be sold to satisfy the obligations hereof, and Trustee or Beneficiary shall file such notice for record, in each county wherein said property or some part thereof is situated. Beneficiary shall also deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

14. After the lapse of such time as may then be required by law following the recordation of said notice of default and of election to cause said property to be sold, and notice of default and notice of sale having been given as then required by law, Trustee, or its attorney, without demand on Grantor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Grantor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in cash in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale for a period not exceeding fifteen (15) days by public proclamation by such person at the time and place fixed in the notice of sale, and no other notice of the postponed sale need be given. Trustee shall execute and deliver to the purchaser its deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Beneficiary (but excluding Trustee) may bid at the sale. After deducting all costs and expenses

of exercising the power of sale and of the sale, including costs of search and evidence of title, advertising and recording expense, documentary taxes and Trustee's and attorney's fees, Trustee shall apply the proceeds of sale to payment of all amounts secured hereby and due hereunder, including all sums expended by the Trustee and Beneficiary, or either of them, with accrued interest thereon at the rate of five percent (5%) per annum from the date of expenditure thereof, and the surplus, if any, to the person or persons legally entitled thereto; provided that the Trustee, in its discretion, may deposit such surplus with the County Clerk and Recorder of the county in which the sale took place.

15. Grantor agrees to surrender possession of the hereinabove described trust property to the purchaser at the aforesaid sale on the tenth (10th) day following said sale, in the event such possession has not previously been delivered by Grantor.

16. Each abstract of title, title insurance policy and all other evidences of title, and all hazard insurance policies placed or deposited with the Beneficiary shall be deemed an incident to the title to the trust property and upon foreclosure by exercise of power of sale, or otherwise, shall pass to the purchaser and the same are hereby pledged as additional security for payment of the indebtedness secured hereby.

17. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Indenture in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the Court.

18. Except as may be otherwise provided herein, Grantor agrees to pay to Beneficiary or Trustee the costs and expenses, including a reasonable attorney's fee, incurred by either of them in instituting, prosecuting or defending any court action in which Grantor does not prevail, if such action involves the interpretation hereof or performance hereunder by a party hereto or the breach of any provision hereof by a party hereto, including but not limited to an action to obtain possession of the above-described property after exercise of the power of sale granted hereunder.

19. This Trust Indenture shall apply to, inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledge, of the note secured hereby. In this Trust Indenture, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

20. Trustee accepts this Trust when this Trust Indenture, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of a pending sale under any other trust indenture or of any action or proceeding in which Grantor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

21. This Trust Indenture is made within the State of Montana pursuant to the Small Tract Financing Act of Montana and is not made or taken in substitution for any mortgage in existence on the effective date of said Act.

22. Grantor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to it at the address hereinabove set forth.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand the day and year first hereinabove written.

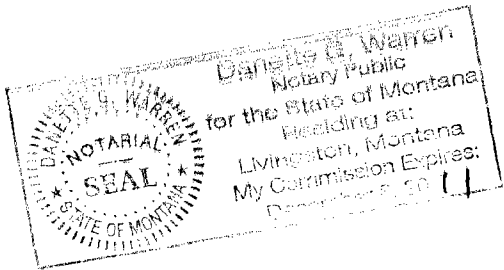
CRAZY MOUNTAIN PRODUCTIONS

By Walter Russell Lewis  
Its Executive Director

STATE OF MONTANA     )  
  : ss.  
County of PARK         )

This instrument was acknowledged before me on 20 day of November, 2009, by Walter Russell Lewis as Executive Director of CRAZY MOUNTAIN PRODUCTIONS.

Danielle G. Warren  
Printed Name of Notary: Danielle G. Warren  
Notary Public for the State of Montana.  
Residing at Livingston, Montana.  
My Commission expires: 12-08-2011.



After recording return to:

CRAZY MOUNTAIN PRODUCTIONS  
c/o Karl Knuchel, P.C.  
P.O. Box 953  
Livingston, MT 59047

**SPECIAL DEED**

FOR A VALUABLE CONSIDERATION, the receipt of which is acknowledged, the undersigned, CITY OF LIVINGSTON, of 414 East Callender, Livingston, Montana 59047, Grantor, hereby grants unto CRAZY MOUNTAIN PRODUCTIONS, of P.O. Box 58, Livingston, Montana 59047, Grantee, real property described as follows:

Tract A-1 and B-1 of Amended Subdivision Plat No. 410, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

TOGETHER WITH all easements, tenements, hereditaments, appurtenances, reversions, remainders, rents, issues and profits thereof, and all rights of homestead, possession, claims and demands of the Grantor, whatsoever.

TO HAVE AND TO HOLD unto the Grantee, the survivors thereof, and its heirs and assigns, forever, SUBJECT TO THE FOLLOWING:

- i) 2009 and subsequent years taxes;
- ii) Easements, or claims of easements, not shown by the public records; easements obvious by a visual inspection; and easements of record, including but not limited to:

- a) County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including but not limited to any right of the Public and the County of Park to use and occupy those certain roads and trails.
  
- iii) Any facts, rights, interest or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof;
  
- iv) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records;
  
- v) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) any right, title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal, stone and other hydrocarbons; whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records;
  
- vi) Any mineral rights previously reserved by predecessors in interest;
  
- vii) Any service, installation or connection charge for any and all utilities, including, but not limited to sewer, gas, water or electricity;
  
- viii) If a city or town owns property containing a historically significant building or monument, the city or town may sell or give the property to nonprofit organizations or groups that agree to restore or preserve the property. The contract for the transfer of the property must contain a provision that:
  - (a) requires the property to be preserved in its present or restored state upon any subsequent transfer; and
  - (b) provides for the reversion of the property to the city or town for noncompliance with conditions attached to the transfer.
  
- ix) All renovations on the exterior of the property will be subject to the standards of historic restoration set forth by the Secretary of the Interior;

- x) Amended Subdivision Plat No. 404, dated November 14, 2002, and recorded November 21, 2002, at 1:49 p.m., as Document #302998, in the records of Park County, Montana; and
- xi) Amended Subdivision Plat No. 410, dated December 30, 2002, and recorded January 23, 2003, at 9:22 a.m. as Document #304322 in the records of Park County, Montana.

EXCEPT with reference to the items referred to in paragraphs (i) to (xi) inclusive, Grantor covenants with the Grantee that Grantor is now seized in fee simple of the property granted; that Grantee shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances; that the Grantor and all persons acquiring any interest in the same through or for it will, on demand, execute and deliver to the Grantee, at the expense of the Grantor, any further assurance of the same that may be reasonably required; and that the Grantor will warrant to the Grantee all the said property against every person lawfully claiming the same.

DATED this 23 day of November, 2009.

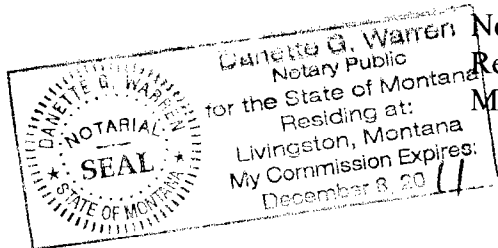
CITY OF LIVINGSTON

By Ed Meece  
ED MEECE, City Manager

STATE OF MONTANA     )  
  : ss.  
County of PARK         )

This instrument was acknowledged before me on November 23, 2009, by ED MEECE, as City Manager of CITY OF LIVINGSTON.

Danette G. Warren  
Printed Name of Notary: Danette G. Warren  
Notary Public for the State of Montana.  
Residing at Livingston, Montana.  
My Commission expires: 12-08, 2011.



**PROMISSORY NOTE**

\$ 420,000.00

Livingston, Park County, Montana, November 20, 2009

For value received, the undersigned promises to pay to the order of CITY OF LIVINGSTON the sum of Four Hundred Twenty Thousand Dollars (\$420,000) with no interest accruing thereon, due and payable as follows:

1. The principal due under this Promissory Note shall be paid by the undersigned making investments in the property covered by the Montana Trust Indenture between the parties securing this Promissory Note. Said payments will be tracked by a Certified Public Accountant with annual certified reports being made to the CITY OF LIVINGSTON for three (3) years or until the principal balance due hereunder is fulfilled.

Each maker, co-maker, endorser, surety and guarantor hereof, hereby waives demand, presentment and payment, protest and notice of dishonor hereof, and agrees that in the event of default in the payment of any installment of interest or principal of this note, when due, the holder hereof may, without notice, declare the entire balance owing, both principal and interest, as immediately due and payable, and further agrees to pay all costs of collection, including a reasonable attorney's fee, in case payment is not made at maturity, and this note is placed in the hands of an attorney for collection.

CRAZY MOUNTAIN PRODUCTIONS  
P.O. Box 58  
Livingston, MT 59047

By Walt J. Lu  
Its Executive Director

## Privacy Policy Notice

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company** and **Guardian Title Inc.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.





**CLOSING INSTRUCTIONS**

**File Number:** 910620 **Escrow Officer:** Danette G. Warren  
**Seller:** City of Livingston  
**Borrower:** Crazy Mountain Productions  
**Legal Description:** **Tract A-1 and Tract B-1 of Amended Subdivision Plat No. 410, according to the official plat thereof on file and of record in the office of the Clerk and Recorder, Park County, Montana.**

Seller and Buyer engage Guardian Title Inc to provide closing and settlement services in connection with the closing of transaction between Seller and Buyer as to the property.

Guardian Title Inc is authorized to obtain information, and to prepare, obtain, deliver and record all documents, excluding preparation of legal documents, necessary to carry out the terms and conditions of the Buy/Sell Agreement dated with all amendments and counter proposals attached and made part of this document.

1. Seller(s) and Buyer(s) hereby acknowledged that all contingencies and conditions on the Buy/Sell Agreement and any addendums thereto, have been either satisfied or negotiated outside of this escrow.
2. The buyer(s) have read the preliminary title commitment and approve the policy of title insurance to be issued as required by instructions to include the vesting and exceptions.
3. The parties acknowledge that Guardian Title Inc is not responsible for the transfer of any water, or water rights.
4. Guardian Title Inc is authorized to receive funds; and to disburse funds when all funds are received are either available for immediate withdrawal as a matter of right from the financial institution in which the funds have been deposited; or are available for immediate withdrawal as a consequence of an agreement of a financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn ("good Funds").

**LOAN CALCULATIONS/PAYOFF**

Loan amounts shown in Seller(s) and Buyer(s) settlement statements were determined from information provided to Guardian Title Inc by the lender, or escrow provider, copies of which are available to the parties for inspection. Any inaccuracies or deficiencies in the calculation of these amounts by the lender or escrow provider remain the responsibility of the party legally obligated thereunder.

**CLOSE OF ESCROW**

The expression "close of escrow" means the date on which instruments referred to herein are filed for record unless otherwise indicated herein.

**AUTHORIZATION TO FURNISH COPIES**

Guardian Title Inc is only to furnish a copy of these instructions, amendments thereto, closing statement and/or any other documents deposited in this escrow, to the lender or lenders, the real estate brokers and/or attorney or attorneys involved in this transaction upon request of such lender, brokers, or attorneys.

**CONFLICTING DEMANDS OR CLAIMS**

Should Guardian Title Inc, before, or after the close of escrow, receive or become aware of any conflicting demands or claims with respect to this escrow, or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, Guardian Title Inc shall have the right to discontinue any or all further act on your part until such conflict is resolved to your satisfaction, and you shall have the right to commence or defend any action or proceedings for the determination of such conflict. The provision herein shall include, but not limited to, conflicting demands or disputed claims relating to the real estate commissions and/or brokerage fees.

**ATTORNEYS FEES, COST/SUIT IN INTERPLEADER**

The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered or incurred by you in connection with or rising out of the escrow, including, but without limited the generality of the foregoing, as suit in interpleader brought by Guardian Title Inc. The parties expressly agree that Guardian Title Inc, as escrow holder, have the absolute right at your election, to file an action in interpleader. Guardian Title Inc is authorized to deposit with the Clerk of Court all documents and funds held in this escrow.

**LEGAL ADVICE**

Both Seller and Buyer acknowledge by their signatures hereon the following: I have been specifically informed that Guardian Title Inc, is not licensed to practice law and no legal advice has been offered by Guardian Title Inc or any of its employees. I have been further informed that Guardian Title Inc is acting only as the escrow agent and that it is forbidden by law from offering advice to any party regarding the merits of this escrow or the nature of the instruments utilized and that it has not done so.

**We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.**

**GENERAL PROPERTY TAX AGREEMENT**

THE UNDERSIGNED, being the seller and buyer of said real property hereby agree and understand that under said Escrow, the General Property taxes for the current year were adjusted as follows:

1. Taxes have not been prorated.

**PLEASE NOTE: FIRST HALF TAXES ARE DUE NOVEMBER 30<sup>th</sup>, AND SECOND HALF TAXES ARE DUE MAY 31<sup>st</sup>.**

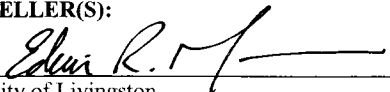
In consideration of our closing, we, the undersigned Seller and Buyer, understand there is a possibility of a difference between the tax pro-ratation at the time of closing and the actual taxes charged against the property.

In the event there is a change in the tax assessment, it will be the responsibility of the Seller and Buyer to negotiate a pro-ratation based on the actual tax amount and settle this matter between them. Both parties hereby agree to hold Guardian Title Inc harmless concerning the tax pro-ratation, as this tax pro-ratation was based on the only available information from the County assessor's office at the time of closing.

**TAX CODE:**

**SPECIAL INSTRUCTIONS**

**SELLER(S):**

  
\_\_\_\_\_  
City of Livingston

**BUYER(S):**

  
\_\_\_\_\_  
Crazy Mountain Productions

**REAL ESTATE TAX, UTILITY and ASSESSMENT AGREEMENT**

**File Number:** 910620

**Settlement Date:** November 20, 2009

It is hereby understood and agreed between the Buyer(s) and Seller(s) of property known as:

---

**PROPERTY TAX PRORATE**

Taxes have been prorated on an estimate based on the best available information as of the date of closing, which in the above transaction is:

**THIS IS TO BE CONSIDERED A FINAL SETTLEMENT AT CLOSING**

---

**HOMEOWNERS ASSOCIATION DUES**

---

**SPECIAL ASSESSMENTS**

**Purchaser's Assume Special Assessments**

---

**UTILITY AGREEMENT**

The water and/or sewer for the above address were settled in the following manner:

**Outside of Closing**

PURCHASER AND SELLER AGREE TO CONTACT ALL OTHER UTILITY DEPARTMENTS WITHIN 24 BUSINESS HOURS FROM DATE OF CLOSING.

---

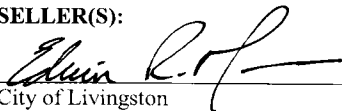
Actual taxes may change by reason of reassessment by the County Assessor.

By execution of this agreement, the undersigned indemnify and hold harmless Guardian Title Inc and Stewart Title Guaranty Company from any liability for any reporting errors by Local, County or State Agency about Special Assessments and for Prorating or Paying off all Special Assessments that are not of Record with the County Treasurer's Office. Neither Guardian Title Inc nor Stewart Title Guaranty Company shall have any responsibility for future adjustments of Special Assessments. Rather, the Undersigned shall assume responsibility for the pursuing and effectuating of the adjustments.

**SPECIAL INSTRUCTIONS:**

There are no taxes being assessed to the seller at this time, buyer agrees to pay all future tax assessments.  
This agreement executed on November 19, 2009

**SELLER(S):**

  
\_\_\_\_\_  
Devin R. O'Connell  
City of Livingston

**BUYER(S):**

  
\_\_\_\_\_  
Matt J. L.  
Crazy Mountain Productions

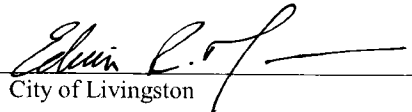
**SURVEY AFFIDAVIT**

**Date:** November 19, 2009

**File Number:** 910620

BEFORE ME, the undersigned authority, on this day personally appeared City of Livingston ("Affiants") personally known by me to be the persons whose names are subscribed hereto, who being by me first duly sworn, on their oaths stated the following to be true and correct:


- 1. That Affiant(s) are the owners of the following described land located in the County of Park and State of Montana to wit:  
**Tract A-1 and Tract B-1 of Amended Subdivision Plat No. 410, according to the official plat thereof on file and of record in the office of the Clerk and Recorder, Park County, Montana.**
- 2. The encroachment survey dated, and prepared by, is a true representation of the property, as it exists today.
- 3. Since the date the Affiants acquired the land, or since the date of the existing survey, if any, provided by the Affiants to Stewart Title Guaranty Company, there have been no:
  - a. No improvements (e.g., additions to the house, swimming pools, hot hubs, decks, fences added by either the affiants or adjoining landowners) have been made to the Property;
  - b. No alterations of the boundaries or fences of the Property have occurred; and
  - c. No other changes to the Property have occurred which would be reflected by a current accurate Survey.
- 4. Affiants herein realize that it is in reliance upon the statements herein made as well as upon the acknowledgments to said instrument that Guardian Title Inc, as issuing agent for Stewart Title Guaranty Company, and Stewart Title Guaranty Company the ("Underwriter") has agreed to insure the lien created by said Deed of Trust or Mortgage and provide survey coverage.

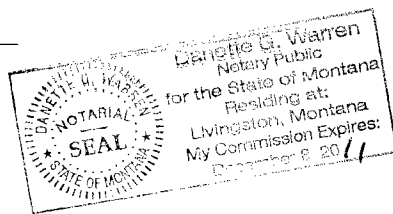
  
 \_\_\_\_\_  
 City of Livingston

STATE OF MT )  
 ) ss.  
 COUNTY OF Park )

This instrument was acknowledged before me this 23 day of November, 2009, by City of Livingston

WITNESS MY HAND AND OFFICIAL SEAL.

  
 \_\_\_\_\_  
 Print Name: Danette G. Warren  
 Notary Public in and for the State of Montana  
 Residing at: Livingston  
 My commission expires: December 8, 2011



TO BE FILLED IN PERSONALLY  
BY BORROWER (SELLER) IN HIS/HER OWN HANDWRITING  
INDEMNITY AND AFFIDAVIT AS TO DEBTS, LIENS, AND POSSESSION  
USE SEPARATE FORM FOR EACH PARTY

File Number: 910620

SUBJECT PROPERTY: ..

Before me, the undersigned authority on this day personally appeared

City of Livingston  
Seller

personally known to me to be the person(s) whose name is subscribed hereto and upon his/her oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against the undersigned and that the marital status of Affiant has not changed since the day of acquisition of said property and represents to Guardian Title Inc, the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for lighting and plumbing fixtures, water heaters, floor furnaces, heaters, air conditioners, built-in fireplace screens, installed outdoor cooling equipment, swimming pool equipment, built-in cleaning equipment, built-in kitchen equipment, satellite dish, radio or television antennae, garage door openers, carpeting, rugs, lawn sprinkling systems, venetian blinds, curtains and rods, window shades, draperies and rods, valances, screens, shutters, awnings, mirrors, ceiling fans, attic fans, mail boxes, security and fire alarm detection equipment, water softener, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following:

Creditor	Approximate Amount
<u>NONE</u> <small>(If NONE write NONE on blank line)</small>	

2. No loans, unpaid judgments, or liens (including Federal or State Liens or Judgment Liens) and no unpaid governmental or association taxes, charges or assessments of any kind on such property except the following:

Creditor	Approximate Amount
<u>NONE</u> <small>(If NONE write NONE on blank line)</small>	

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the construction of improvements have been fully paid and satisfied, except the following:

<u>NONE</u> <small>(If NONE write NONE on blank line)</small>
--

4. No leases, contracts to sell the land, or parties in possession other than affiant except as follows:

<u>NONE</u> <small>(If NONE write NONE on blank line)</small>
--

INDEMNITY: I AGREE TO PAY ON DEMAND TO GUARDIAN TITLE INC, THE LENDER AND/OR TITLE COMPANIES (INCLUDING STEWART TITLE GUARANTY COMPANY) IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS, CLAIMS OR RIGHTS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS, CLAIMS, OR RIGHTS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION OR ATTACHMENT DATE PRIOR TO THE CLOSING OF THIS TRANSACTION AND RECORDING OF THE DEED AND MORTGAGE.

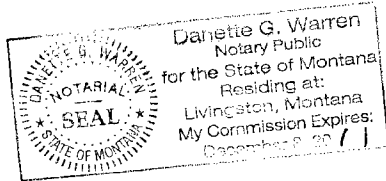
I realize that the Lender and Title Companies in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and issuing title policies and would not purchase same or lend money or issue a title policy thereon unless said representations were made. If Borrower is an entity, I have authority to sign on its behalf.

Edwin C. [Signature]  
City of Livingston

STATE OF Montana )  
 ) ss.  
COUNTY OF Park )

Sworn to and subscribed before me the undersigned authority on this the 23 day of November, 2009, by City of Livingston

WITNESS MY HAND AND OFFICIAL SEAL.  
Danette G. Warren  
Notary Public in and for the State of Montana  
Notary Resides: Livingston  
My commission expires: 12/8/2011



\*Note: This form is to be filled in by seller in case of a sale. If no sale, it is to be filled in and signed by the Buyer/Borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.  
\*\*If Seller is a non-resident alien, foreign corporation, etc., call your manager or underwriting personnel.  
NOTE TO BUYER: Buyer must retain until end of fifth taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

**RESOLUTION NO. 4415**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN AMENDMENT TO SHANE LALANI CENTER/CITY OF LIVINGSTON LEASE.**

**WHEREAS**, the City of Livingston entered into a Sale of Property and Lease Agreement subsequent to Resolution No. 4073 in 2009 regarding the East Side School; and

**WHEREAS**, due to the “one dollar clause” in the Lease Agreement, dated November 20, 2009, the Shane Lalani Center has experienced increased state tax liability; and

**WHEREAS**, it is not the City of Livingston’s intent to expand the tax liability to the Shane Center for its leaseback of minimal storage facilities; and

**WHEREAS**, an Amendment to the Shane Lalani Center/City of Livingston Lease, removing the one dollar clause is attached hereto as Exhibit A and incorporated herein by reference.


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

That the City Manager is hereby authorized to sign the Amendment to the Shane Lalani Center/City of Livingston Lease attached hereto as Exhibit A.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, Montana, this 1<sup>st</sup> day of October, 2013.

  
\_\_\_\_\_  
**STEVE CALDWELL - Chairman**

**ATTEST:**

  
\_\_\_\_\_  
**DAVID FINE**  
Recording Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**BRUCE E. BECKER**  
City Attorney

AMENDMENT TO THE SHANE LALANI CENTER / CITY OF LIVINGSTON LEASE

COME NOW the parties to that certain Lease dated November 20, 2009, and for its first amendment agree as follows:

WITNESSETH:

- 1. WHEREAS, Crazy Mountain Productions has been renamed "The Shane Lalani Center";
- 2. WHEREAS, The Shane Lalani Center enjoys tax-free status under the IRS 501(c)(3) Code;
- 3. WHEREAS, the City of Livingston does not wish to jeopardize this status;
- 4. WHEREAS, the State of Montana has attempted to tax the real estate leased by the City from The Shane Lalani Center as "For Profit";
- 5. WHEREAS, both parties agree to amend the Lease to clarify this status.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

A. That the The Shane Lalani Center shall continue to make available the space designated in the Lease to the City of Livingston for no monetary payments.


B. That the balance of the Lease shall remain in full force and effect.

DATED this 2nd day of October, 2013.

CITY OF LIVINGSTON

By   
ED MEECE / City Manager

THE SHANE LALANI CENTER

By   
Its Executive Director



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Ordinance/Resolution No: **4415**

**Date of First Consideration/Status:** September 17, 2013

**Purpose of Legislation:** Authorize City Manager to sign Amendment to Shane Lalani Center/City of Livingston Lease

**Statutory Authority/Reference:** N/A

**Background:** On September 21, 2009, by Resolution No. 4073, the City of Livingston entered into an Agreement for the Purchase and Sale of Real Property of the Eastside School. The 2009 Agreement included a Lease Agreement, executed on November 20, 2009, granting the City a 30 year lease for a portion of the premises “the South five feet (5’) of the Original Lot 25 and all of Original Lot 24 within the premises known as the Old East Side School” for a one-time lease payment of \$1.00.

Due to the “one dollar clause” in the 2009 Lease, the Shane Lalani Center’s state tax liability has increased, and back taxes have been assessed in both 2011 and 2012. This Amendment to the Lease Agreement will remove the one dollar payment obligation, and thus the for-profit status of the lease, rectifying the tax issue.

**Fiscal Impact:** N/A

**Regulatory Impact (local):** N/A

**Attachments:** Lease Amendment



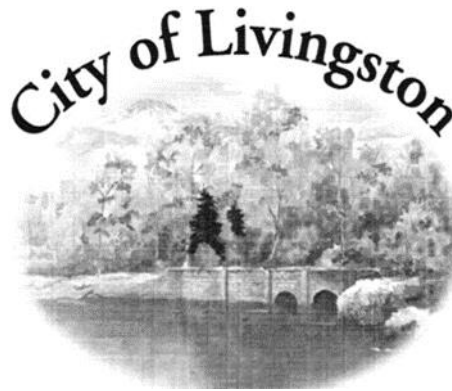
**File Attachments for Item:**

**C. CONSIDERATION OF AGREEMENT 20032 WITH WINDY CITY OUTLAWS INCORPORATED**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 8/15/2023  
To: Chair Nootz and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Agreement 20032 with Windy City Outlaws Incorporated**

**Recommendation and Summary**

The City Manager is recommending approval of Agreement 20032 with Windy City Outlaws Incorporated by adoption of the following motion:

“I move to approve agreement 20032 with Windy City Outlaws Incorporated and authorize the City Manager to execute the agreement.”

The reasons for the recommendation are as follows:

- The City owns a parcel near the County Fairgrounds that is periodically used by rodeo competition organizers to store equipment of performers and contestants.
- The City received a request from a rodeo operator for use of the parcel for a use similar to other uses of the parcel.

**Introduction and History**

The City owns a parcel at 97 View Vista Drive, commonly referred to as “the old roping arena,” that is periodically used by rodeo organizers for equipment storage. As an example, the parcel is used by the Livingston Rodeo Association during their annual event for contestant and equipment storage. When not is such use, the parcel, which is adjacent to Mayor’s Landing, is used as parkland.

**Analysis**

The City has received a request from Windy City Outlaws Incorporated Doing Business As Calamity’s Rough Stock Classic Rodeo to use the parcel on August 19 and 20, 2023. With no scheduled competing use, the City has offered the use of the parcel at the same rate as the Livingston Rodeo Association. The City will not prepare or protect the parcel for the planned use.

**Fiscal Impact**

The \$200 lease rate included in the contract will be provided to the general fund.

**Strategic Alignment**

Clear and updated lease agreements provide management the ability to effectively manage City affairs in a manner consistent with Commission priorities.

**Attachments**

- Attachment A: Proposed Agreement 20032

**LEASE AGREEMENT**

AGREEMENT made and entered into as of the 9 day of August, 2023,  
by and between the City of Livingston, a municipal corporation and political subdivision of the State of Montana, with its principal office located at 220 E. Park Street, Livingston, Montana 59047, hereinafter referred to as the "City," and Windy City Outlaws DBA Calamity's Rough Stock Classic Rodeo, of PO Box 2035, Livingston, Park County, Montana 59047, hereinafter referred as "Lessee."

**Recitals.**

**WHEREAS,** The City owns certain land located in Section 18, Township 2 South, Range 10 East, M.P.M. which is more particularly described by Certificate of Survey #1245 on file and of record in the office of the Clerk and Recorder of Park County, Montana; and more particularly described as the roping arena property at 97 View Vista Drive, Livingston Montana; and

**WHEREAS,** The City is desirous of leasing to LESSEE and LESSEE is desirous of leasing from the City said property under the terms and conditions contained in this agreement; and

**WHEREAS,** LESSEE is desirous of leasing the property for use associated with the Calamity's Rough Stock Classic Rodeo Event on August 19 and 20, 2023;

**NOW THEREFORE;** the lease of such property on such days by the Lessee is agreed as follows:

**SECTION ONE  
Description of Property**

The City owns certain land located in Section 18, Township 2 South, Range 10 East, M.P.M. which is more particularly described by Certificate of Survey #1245 on file and of record in the office of the Clerk and Recorder of Park County, Montana; and more particularly described as the roping arena property at 97 View Vista Drive, Livingston Montana.

**SECTION TWO**

**Inspection, Representations and Warranties**

LESSEE hereby acknowledges and agrees that it leases the property based upon its own inspection, knowledge and judgment and has not relied upon any representations or warranties, either expressed or implied, from the City, its officers, employees, or agents. LESSEE hereby holds the City, its officers, employees or agents harmless and agrees to indemnify the City from any and all damage or destruction or property to and/or injury or death to persons growing out of the lease of said property.

**SECTION THREE**

**Term and Rental Fees**

The term of this lease shall be for two days on August 19 and 20, 2023. LESSEE agrees to pay, without demand, to the City as rent for the property the sum of \$100.00 per day, on or before the 18<sup>th</sup> day of August. The LESSEE will have exclusive use of the premises on August 19 and 20, 2023.

**SECTION FOUR**

**Insurance/Hold harmless**

To the fullest extent allowed by law, LESSEE agrees to save, defend, indemnify and hold harmless the City, its officers, employees and agents from any and all claims, losses, expenses and damages, including, but not limited to, court costs and reasonable attorney fees, which may be asserted against the City arising of the negligence or negligent or intentional acts of LESSEE in connection with this agreement.

LESSEE agrees, at its sole expense, to obtain and keep in full force and effect adequate insurance against general liability, automobile liability and physical damage, naming the City as a named insured, with policy limits in the amount of not less than \$750,000.00 per person and \$1,500,000.00 per occurrence as currently provided by Mont. Code Ann. § 2-9-108, or such other amount as the State legislature may provide by amendment to said statute to cover loss, damage or injury to persons or property which might arise out of the performance of their duties under this

agreement and shall provide a Certificate of Insurance to the City.

**SECTION FIVE  
Quiet Enjoyment**

City covenants that on paying the rent and performing the covenants herein contained, LESSEE shall peacefully and quietly have, hold and enjoy the demised premises for the agreed term.

**SECTION SIX  
Use of Premises**

The demised premises shall be used and occupied by LESSEE for parking for contestants and temporary corralling of horses. LESSEE acknowledges hereby that the City hereby reserves the right to enter into additional leases with third parties, however, the City agrees that such leases shall not interfere with LESSEE's Calamity's Rough Stock Classic Rodeo event, or use of the leased property.

**SECTION SEVEN  
Assignment**

Without the prior written consent of City, LESSEE shall not assign this Lease.

**SECTION EIGHT  
Alterations and Improvements**

LESSEE may mow the grass and otherwise clean the site but no significant alterations or improvements are allowed without prior consent in writing from the City. All agreed upon alterations, changes, and improvements built, constructed, or placed on the demised premises by LESSEE, with the exception of fixtures removable without damage to the premises and moveable personal property, shall, unless otherwise provided by written agreement between City and LESSEE, be the property of City and remain on the demised premises at the expiration or sooner termination of this Lease.

**SECTION NINE  
Maintenance and Repair**

LESSEE will, at their expense, keep and maintain the property in good condition and repair during the term of this Lease. Any structures replacement shall require the prior written approval of the City. LESSEE will remove organic and inorganic refuse, including manure by the end of August 21.

**SECTION TEN  
Dangerous Materials**

LESSEE shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the damager of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**SECTION ELEVEN  
Right of Inspection**

City and its agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and any improvements thereon.

**SECTION TWELVE  
Surrender of Premises**

At the expiration of the Lease term, LESSEE shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this Lease, reasonable use and wear thereof and damages by the elements excepted.

**SECTION THIRTEEN  
Termination and Default**

In the event that any of the equipment installed by LESSEE interferes with the City or other governmental agencies, private entities, residents or organizations located adjacent thereto which are in existence as of August 2023, this lease shall become null and void, if said interference cannot be corrected by LESSEE.

This lease may be terminated by either party by giving six (6) days written notice to the other party.

**SECTION FOURTEEN  
Binding Effect**

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.

**SECTION FIFTEEN  
Notice**

Notices shall be mailed at the addresses set forth herein, or at such other address as the respective parties shall give to the other party by written notice of any such change. Notice shall be deemed complete when the notice is deposited into the United States Postal Service and addressed to the address provided by the parties hereto.

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

CITY OF LIVINGSTON

WINDY CITY OUTLAWS  
DBA: CALAMITY'S ROUGH STOCK CLASSIC RODEO

\_\_\_\_\_  
GRANT GAGER  
City Manager

  
\_\_\_\_\_  
MICHAEL KLASING  
President

APPROVED AS TO FORM:

\_\_\_\_\_  
JON HESSE  
Livingston City Attorney

**File Attachments for Item:**

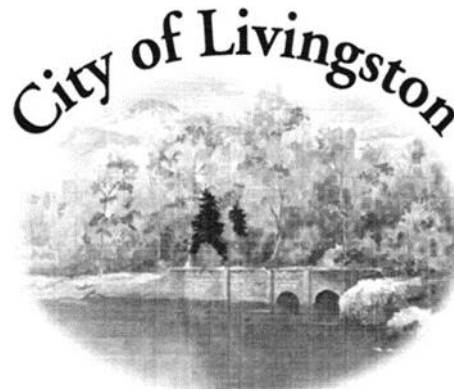
**D. CONSIDERATION OF AGREEMENT 20033 WITH LIVINGSTON DEPOT FOUNDATION**



**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 8/15/2023  
To: Chair Nootz and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Agreement 20033 with the Livingston Depot Foundation**

**Recommendation and Summary**

The City Manager is recommending approval of Agreement 20033 with the Livingston Depot Foundation by adoption of the following motion:

**“I move to approve agreement 20033 with the Livingston Depot Foundation and authorize the City Manager to execute the agreement.”**

The reasons for the recommendation are as follows:

- Several local non-profits have obtained funding for a statue of Warren McGee.
- The Livingston Depot Foundation has identified a location for the statue on the Depot property and has requested that the City take ownership of the statue.

**Introduction and History**

The Livingston Depot Foundation (Foundation), working with local residents and non-profits including the Park County Community Foundation, have obtained funding for a statue of local resident Warren McGee. The Foundation, which leases property from the City, has identified a location for the statue and will manage the installation. As it does not own the property that it occupies, the Foundation has requested that the City take ownership of the statue after it is created.

**Analysis**

The City owns and maintains several statues of local interest. Additionally, the City owns the old Depot building. Adding the statue, that will reside at the Depot, to the City’s assets is congruent with these ownership patterns.

**Fiscal Impact**

Adding the statue to the City’s insurance policy is estimated to increase the premium by less than \$40 per year. Minimal annual maintenance costs are anticipated from the bronze statue. As the agreement does not require the statue to exist for a specific duration, repair or replacement of the statue, and the related cost, is at the City’s discretion.

**Strategic Alignment**

The placement of public art comports with Strategy 2.2.1.2 of the Growth Policy.

**Attachments**

- Attachment A: Proposed Agreement 20033

**MEMORANDUM OF UNDERSTANDING REGARDING  
A STATUE OF WARREN MCGEE  
IN THE CITY OF LIVINGSTON**

The City of Livingston, Montana, a political subdivision of the State of Montana with its principal office located at 220 East Park Street, Livingston, Montana (“City”) and the Livingston Depot Foundation Incorporated, a Montana Non-Profit registered in Livingston, Montana (“Foundation”) do hereby enter into this Memorandum of Understanding (“MOU”) effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_:

**RECITALS**

**WHEREAS**, the FOUNDATION was created to cooperate with the CITY to manage well-maintained and publicly-accessible cultural facilities; and

**WHEREAS**, the CITY owns certain property managed and operated by the FOUNDATION; and

**WHEREAS**, the FOUNDATION has worked with local residents and non-profit organizations to develop a statue of local resident Warren McGee; and

**WHEREAS**, the CITY and FOUNDATION agree that cooperation to recognize local history is important to fostering a sense of place;

**NOW, THEREFORE**, be it resolved that the CITY and FOUNDATION agree to collaborate to host and manage a statue of Warren McGee.

Specifically, the CITY and FOUNDATION agree as follows:

1. **TERM** As of the effective date of this agreement determined above, the CITY and FOUNDATION agree to collaborate to host and manage a statue of Warren McGee for as long as the two entities mutually agree is beneficial to the residents and visitors of the City of Livingston and Park County, Montana. This memorandum may be terminated as provided for in Section 5.
2. **FUNDING** The FOUNDATION, working with other community groups, has obtained funding for the creation and placement of a statue of Warren McGee.

No City funds will be used to create or place the statue.

3. **DUTIES** The CITY and FOUNDATION agree that they will collaborate to host and manage a statue of Warren McGee in the following manner:

a. The City Shall:

- i. Receive the statue and take ownership upon its placement.
- ii. Add the statue to the City insurance policy.
- iii. Care for the statue for the duration of the agreement.

b. The Foundation Shall:

- i. Identify a suitable location for the statue.
- ii. Manage the placement of the statue.
- iii. Support the City's efforts to care for the statue.

4. **INDEPENDENT AGREEMENTS** The City and FOUNDATION agree that this memorandum of understanding may require one or more subsequent independent agreements to be executed to ensure care of the statue. Each agreement executed subsequent to this memorandum of understanding shall be considered independent. It is understood that neither party is required to enter into any independent agreements as a result of the Memorandum.

5. **TERMINATION** The City and FOUNDATION agree that this Memorandum of Understanding may be terminated by any party with sixty (60) days written notice provided to all parties.

6. **NOTICE** The CITY and FOUNDATION agree that all notices related to this agreement shall be delivered as follows. The individuals identified below shall serve as the primary points of contact for their organizations.

a. To the City:

Grant Gager, City Manager  
220 East Park Street  
Livingston, Montana 59047  
CityManager@LivingstonMontana.org

b. To the Foundation:

Laura Cota, Executive Director  
Livingston Depot Foundation

200 W. Park Street  
Livingston, Montana 59047

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF LIVINGSTON**

**LIVINGSTON DEPOT FOUNDATION**

\_\_\_\_\_  
**Melissa Nootz, Chair**

\_\_\_\_\_  
**Andrew Sullivan, Chair**

\_\_\_\_\_  
**Attest: Emily Hutchinson**



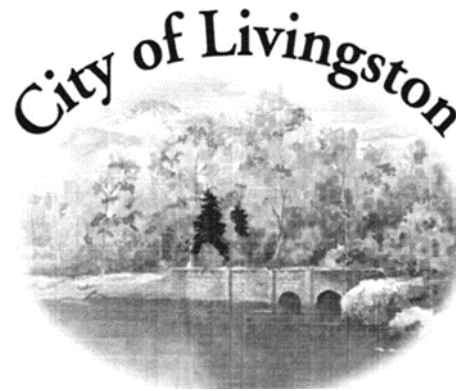
**File Attachments for Item:**

**E. APPOINTMENT OF CHRIS PETTIT TO LIVINGSTON TOURISM IMPROVEMENT BOARD OF TRUSTEES**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 8/15/23  
To: Chair Nootz and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Approving Appointment of Chris Pettit to the  
Tourism Business Improvement District (TBID).**

**Recommendation and Summary**

The City Manager is recommending the Commission approve the appointment Chris Pettit from Country Motor Inn, to serve on the Tourism Business Improvement District Board by adopting the following motion:

**“I move to approve the City Manager’s request to appoint Chris Pettit to serve on the Tourism Business Improvement District, as recommended by the TBID board.”**

The reasons for the recommendation are as follows:

- Section 2 of the TBID By-laws dictate the board of directors shall nominate candidates for appointment to the board with consent of the City Commission.

**Introduction and History**

TBID By-laws approved by the City Commission in 2019, established a 5-7-member TBID Board of Directors and provides that the Board shall submit the names of any nominee(s) to the City Commission, at any time, as directed by the board, and approved by the Governing body.

**Analysis**

Pending City Commission approval, the full board would then be a balance of three members representing larger lodging properties and four representing smaller and medium lodging, including a Motor Inn for the first time and a property under development that will greatly increase Livingston's available rooms.

TBID Bylaws require a balance of representatives from small, medium, and larger properties and this mix of TBID Board representatives would meet this goal.

**Fiscal Impact**

The TBID is an uncompensated Board of volunteers so there is no fiscal impact from filling the vacancy.

**Attachments**

- Attachment A: TBID Applications received





CITY OF LIVINGSTON, MONTANA APPLICATION  
FOR THE LIVINGSTON TOURISM BUSINESS IMPROVEMENT DISTRICT (TBID) BOARD OF TRUSTEES

Date: 7/16/2023

Name: Chris Pettit

Physical Address: 814 E Park St Livingston MT 59047

Mailing Address (if different): \_\_\_\_\_

Email: countryinnlivingston@gmail.com

Phone(s): 406-222-1923

Name of Property Owned within the District: Country Motor Inn

Address of Property: 814 East Park Street, Livingston, MT 59047

Are you the owner of the property within the District, or the designee of an owner of property within the District?  Yes  No

I Navitkumar Patel certify that I am a property owner within the District and I am duly authorized to either serve on the Board of Trustees or appoint \_\_\_\_\_ as my designee.

Navitkumar Patel \_\_\_\_\_ Property Owner Signature Date \_\_\_\_\_

PLEASE NOTE: An application from the manager of a hotel must contain a signed statement from the owner indicating that the hotel manager is authorized to represent the owner or a note from the corporate officer authorized to represent the board.

Have you ever served on a City or County board? No  
(If so, where, what board, and how long?)

Please explain your relevant qualifications, interests, and experiences.  
I have 25 year experiance in the hospitality industry. I have experience working in both the city and small town environments and I understand what it takes to keep tourists returning to a certain location, year after year. I enjoy traveling and spending time with my family. I have served on various boards during my tenure,

References (Individual or Organization) Name:	Phone:
<u>Billy Pettit</u>	<u>559-901-2349</u>
<u>Chris Pettit Sr.</u>	<u>559-816-1074</u>

*This application is considered public record.*

Please print and sign this application where appropriate and mail to:  
Livingston Tourism Business Improvement District  
PO Box 348, Livingston, MT 59047  
or email to: [info@explorelivingstonmt.com](mailto:info@explorelivingstonmt.com)

**File Attachments for Item:**

**F. APPROVAL OF MINUTES FROM AUGUST 1, 2023, REGULAR CITY COMMISSION MEETING**



# Livingston City Commission Minutes

August 01, 2023

5:30 PM

City – County Complex, Community Room

<https://us02web.zoom.us/j/82096800053?pwd=Tm1zSnA5NjhjR3dOL0NjVWVjVXU2QT09>

**Meeting ID: 820 9680 0053**

**Passcode: 971673**

## 1. Call to Order

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

## 2. Roll Call

City Commission in attendance at start of meeting: Chair Nootz, Vice-Chair Kahle, Commissioner Friedman, Commissioner Schwarz, and Commissioner Lyons.

Staff in attendance: City Manager Grant Gager, Asst. Chief Wayne Hard, Planning Director Jennifer Severson, Interim City Attorney John Hesse

## 3. Public Comment

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

- Leslie Feigel discussed how two hour parking downtown is hard for businesses and suggested an extended parking permit specifically for business owners that would allow them to park for three hours.
- Patricia Grabow rescinded letter that was given to commission. She talked about the Parks Reese painting on the Civic Center and repainting and fixing the Civic Center.
- Rick VanAken brought up the 5<sup>th</sup> St crossing is in bad shape and would like to see something done to fix it, realizing it may take the City reaching out to MRL to fix the crossing.

## 4. Consent Items

- A. ACCEPT CITY COURT FINANCIAL REPORT FROM MAY AND JUNE 2023.**
- B. APPROVAL OF MINTUES FROM JULY 18, 2023, REGULAR MEETING.**
- C. RATIFY CLAIMS PAID 7/13/23-7/26/23**

Motion to approve all consent agenda items was made by Vice Chair Kahle and seconded by Commissioner Friedman.

Motion to approve amended 7/18/23 Minutes to include Public Works Director Shannon Holmes and Park and Recreation Director Maggie Tarr was made by Chair Nootz and seconded by Vice Chair Kahle.

The amended motion passed unanimously by the five member present.

The motion for Consent Items A-C passed unanimously by the five members present.

5. Proclamations

6. Scheduled Public Comment

**A. TBID UPDATE AND ANNUAL REPORT**

**B. DESTINATION MANAGEMENT ORGANIZATION UPDATE AND ANNUAL REPORT**

Kris King explained the work flow for LBID, DMO and TBID and what parts of businesses they represent in Livingston. A new board member for TBID was presented. They are in the process of changing the fiscal year of TBID to match DMO and LBID for a more seamless workflow when presenting data and annual reports. What was presented in her packet is for the year 2023, but will somewhat coordinate with the current fiscal year budget.

Commissioners and the City Manager discussed work flow for feedback. Commissioners will reach out to the City Manager with their questions about the annual reports.

7. Public Hearings

*Individuals are reminded that testimony at a public hearing should be relevant, material, and not repetitious. (MCA 7-1-4131 and Livingston City Code Section 2-21)*

8. Ordinances

**A. CONSIDERATION OF ORDINANCE 3043, AN ORDINANCE OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 30 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED ZONING BY ADDING NEW SECTION 30.47 ENTITLED PLANNED UNIT DEVELOPMENTS AND PROVIDING A REPEALER, SAVINGS, SEVERABILITY AND EFFECTIVE DATE.**

The City Manager thought it would be good for the Commissioners to read a letter that came in from HRDC around 4pm. A break was suggested to give them time to review the four page letter.

6:01pm Commissioner Lyons motioned for a 5 minute break seconded by Commissioner Schwarz. Unanimously approved.

**(Starts at Video Mark 39:22)**

Chair Nootz called on the City Manager to introduce the item. The City Manager indicated this ordinance is a step toward implementation of the growth policy. The City Manager then called on the Planning Director the present this item in detail. She gave a little background on the overall process and how this PUD Ordinance got to where it is. Research was done over other communities and review of other ordinance to put this all together.

The Planning Director discussed the proposed density bonus for developers and other features of the PUD ordinance. The PUD intent encourages more efficient use of land and public services than traditional zoning allows. Public Benefits are described as affordable housing, reducing vehicular trips and increased open space. Application requirements and review criteria were reviewed. An example PUD proposal was presented to show the process.

Clarifying questions from the Commissioners included the notification process and affordability levels. Chair Nootz brought up the topic of wetlands and Commissioner Lyons inquired about project phasing and other items.

7:40pm Vice Chair Kahle motioned for a 10 minute break seconded by Commissioner Schwarz. Unanimously approved.

**(Starts at Video Mark 2:09:45)**

Public Comments were offered by:

- Katherine Daley with HRDC gave thanks for putting together this PUD ordinance. HRDC is working with a company called Boundary who would like to do some projects in Park County. Agrees with Commissioner Lyons to clear up objectives of this ordinance. Area median income is set by the Dept. of Housing in Urban Development annually, Park County publishes income limits and provide a summary and it set according to number of people in a household. Currently the median family income for a household of 4 in Park County is \$89,200. Would like Commission to consider condition of approval making sure housing is affordable and making sure owners or renters are meeting income limits.
- Leslie Feigel's comments were read by Katherine Daley. Would like Commission to look at SB3822. And she recommends minimum lot size of half acre. She stated a PUD map is missing.
- Patricia Grabow states has been advocating for PUD for 18 years. She is happy City has the staff they do now to put this into motion.

Deliberation started with Commissioner Lyons stating he'd would like to clear up the language around affordability and AMI. Chair Nootz would like to look at additional data to create and meet goals around affordable housing and how to get there through incentives. The Commission discussed human and wildlife contact in the R1 and R2 areas. The City Manager explained the application process further and Chair Nootz wants to make sure we are supporting the public. Interim City Attorney John Hesse indicated that from a legal standpoint to include specifics around wildlife that a developer will have to include. Chair Nootz would like people and roles more defined.

8:49pm Commissioner Schwarz motioned to extend the meeting seconded by Commissioner Lyons. Unanimously approved.

Planning Director Severson discussed commercial use and industrial use for this PUD ordinance as related to site plan review. The City Manager discussed monitoring units after development with the Commission. The Commission showed support for this ordinance, the good it has to offer, and is thankful to staff for putting it all together.

Chair Nootz moved to continue this item at the 9/5/23 City Commission Meeting and Commissioner Lyons seconded the motion. Unanimously approved.

**B. CONSIDERATION OF ORDINANCE 3044: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGTON, MONTANA, AMENDING CHAPTER 28, SECTION X-A OF THE LIVINGSTON MUNICIPAL CODE ENTITLED SUBDIVISION REGULATION BY ELIMINATING THE FEE SCHEDULE AND PROVIDING THAT THE FEES WILL BE SET BY SEPARATE RESOLUTION OF THE CITY COMMISSION.**

Chair Nootz called on the City Manager to introduce the item. The City Manager explained that is the City is moving toward a City wide fee Resolution that will be presented in a later meeting. In preparation for that the City is cleaning up City code where fees exist and move them to the fee Resolution. This ordinance is the first step in that process. No clarifying questions or comments came from the Commissioners. Public Comments was sought and none was offered.

Commissioner Lyons moved to approve the ordinance and Vice Chair Kahle seconded the motion. Unanimously approved.

9. Resolutions

**A. RESOLUTION 5097: AUTHORIZING SUBMISSION OF MONTANA COAL ENDOWMENT PROGRAM APPLICATION**

Chair Nootz called on the City Manager to introduce the item. The City Manager stated this Resolution is to improve the submission of an application to the Montana coal endowment program to partially support the funding of a preliminary engineering report related to utility improvements in the Northwest part of town, Green Acres subdivisions and the Sleeping Giant community. The City will partner with NeighborWorks and they will fund a portion of the project. This Resolution is a requirement for the grant application.

Commissioner Schwarz questioned what specifically this was addressing. The City Manager responded that the Sleeping Giant community and others in the area are currently on private wells.

Vice Chair Kahle moved to approve the resolution and Commissioner Schwarz seconded the motion. Unanimously approved.

10. Action Items

11. City Manager Comment

Includes attending the County Commission Meeting on 8/3 to include the Wellness Center on County ballot. Also will be holding a Special Commission meeting on 8/11 about the Wellness Center ballot.

12. City Commission Comments

Commissioner Lyons expressed thanks on the Growth Policy work. Commission Schwarz and Vice Chair Kahle gave thanks for everyone’s hard work. Chair Nootz thanked staff and fellow commissioners for the Growth Policy work.

13. Adjournment

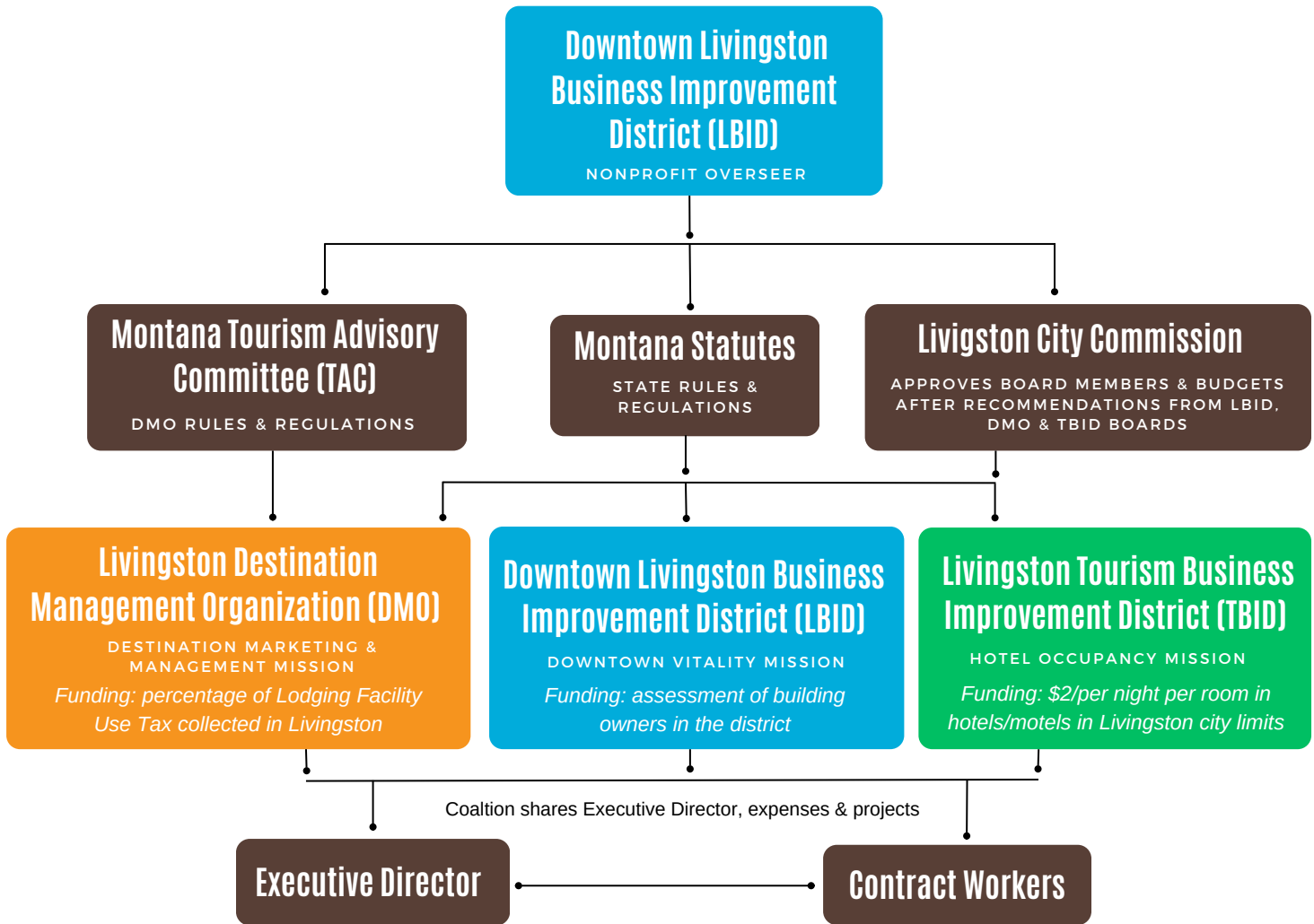
9:23pm Commissioner Friedman motioned to adjourn the meeting seconded by Vice Chair Kahle. Unanimously approved.

Calendar of Events

## Supplemental Material

### Notice

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



Explore Livingston Coalition is a nonprofit collaboration of three organizations that work to build a sustainable year-round economy for the Livingston Montana area while preserving the quality of life for residents and quality of place for visitors.

The Explore Livingston Coalition promotes all Downtown and hospitality businesses without membership fees. The visitor-facing website and social media platforms are “Explore Livingston Mt” and the Downtown business-facing website and social media platforms are “Downtown Livingston.”





Explore Livingston Coalition is a collaboration of three separate groups with individual missions, funding sources, regulations, and boards who work together under the nonprofit status of the LBID with one Executive Director, as is required by State regulations.

The Coalition collaborates with City, County, State Tourism, local nonprofit and other groups serving our community but is independently overseen by three volunteer boards.

Their annual budgets and board members are reviewed and voted on by the City Commission following recommendations by each board.

**August 2, 2023 Action Items for the Livingston City Commission:**



**Tourism Business Improvement District: (TBID)**

- Review and vote on Chris Pettit’s Board Application
- Review and vote on TBID FY 23 Budget, has been approved by TBID Board

*Note: the TBID is not yet on a Fiscal Year but plans to change bylaws to switch to a fiscal year to better coordinate with partners are underway.*



**Livingston Destination Management Organization (DMO/CVB):**

- Review and vote on DMO’s FY 23/24 Budget, has been approved by DMO Board and Tourism Advisory Committee



**Livingston Business Improvement District (LBID):**

- Review and vote on DMO’s FY 23/24 Budget, has been approved by LBID Board



---

## TBID MEETING MINUTES VOTING ON BOARD APPLICANT

July 18, 2023, 11 am Via Zoom and in-person

**Present** - (alpha order) Doug Braham, Kathleen Kaul, Zoe Randall, Alex Reichert, Melinda Zoeckler

**Absent** - Meet Patel **Also Present** - Executive Director Kris King

**Review/Modify/Approve Board Applicant Chris Pettit** – Pettit is the new General Manager of Country Motor Inn, owner Meet Patel has designed Pettit as a TBID representative for his motor lodge. Pettit’s application states that he has 25 year experience in the hospitality industry and has worked in both the city and small town environments. He is familiar with what it takes to keep tourists returning to a specific location, year after year.

*Motion to approve previous meeting minutes with this correction by Doug/Second by Alex/Approved Unanimously.*

---

### Board of Directors

Doug Braham, Kathleen Kaul, Meet Patel, Zoe Randall, Alex Reichert, Melinda Zoeckler



CITY OF LIVINGSTON, MONTANA APPLICATION FOR THE LIVINGSTON TOURISM BUSINESS IMPROVEMENT DISTRICT (TBID) BOARD OF TRUSTEES

Date: 7/16/2023

Name: Chris Pettit

Physical Address: 814 E Park St Livingston MT 59047

Mailing Address (if different):

Email: countryinnlivingston@gmail.com

Phone(s): 406-222-1923

Name of Property Owned within the District: Country Motor Inn

Address of Property: 814 East Park Street, Livingston, MT 59047

Are you the owner of the property within the District, or the designee of an owner of property within the District? Yes No

I Navitkumar Patel certify that I am a property owner within the District and I am duly authorized to either serve on the Board of Trustees or appoint as my designee.

Navitkumar Patel Property Owner Signature Date

PLEASE NOTE: An application from the manager of a hotel must contain a signed statement from the owner indicating that the hotel manager is authorized to represent the owner or a note from the corporate officer authorized to represent the board.

Have you ever served on a City or County board? No (If so, where, what board, and how long?)

Please explain your relevant qualifications, interests, and experiences. I have 25 year experiance in the hospitality industry. I have experience working in both the city and small town environments and I understand what it takes to keep tourists returning to a certain location, year after year. I enjoy traveling and spending time with my family. I have served on various boards during my tenure,

References (Individual or Organization) Name: Billy Pettit Phone: 559-901-2349

Chris Pettitt Sr. 559-816-1074

This application is considered public record.

Please print and sign this application where appropriate and mail to: Livingston Tourism Business Improvement District PO Box 348, Livingston, MT 59047 or email to: info@explorelivingstonmt.com



# Annual Report & Budget FY23/24

## Mission Statement

Tourism Business Improvement District (TBID) Mission is to enhance the economic vitality of Livingston by generating room nights for the city’s lodging facilities through effective sales and marketing strategies, building collaborative partnerships and promoting Livingston as a year-round visitor, convention, and event destination.

## Vision

The TBID seeks to strengthen Livingston’s year round economy by attracting visitors and overnight guests to stay in the hotels and motels within City Limits by supporting projects and events that draw visitors and enhances their stay. We seek to inform and inspire warm season visitors, and market the cooler season to increase visitation.

## Funding and Focus

The Livingston TBID is funded by a flat fee of \$2 per room night on individuals staying at lodging facilities within the Livingston city limits. In addition to marketing; event grant and project funding is available for events, programs, and projects that promote visitation, tourism, and improve the tourist experience within Livingston as specified by the Livingston TBID Board of Directors.

## Board

TBID is governed by a seven-member Board of Trustees with each member serving a term of four years. The Livingston City Commission approves board members following recommendations by the TBID Board. Board Members must be Hotel/Motel owners (or their designees), preferably up to date on TBID fees, excellent collaborators, and we seek balanced representation from larger, mid-sized, and smaller lodging properties.

## 2023 TBID Board of Directors

- Kathleen Kaul, Chair, Owner Murray Hotel
- Alex Reichert, Vice Chair, General Manager Fairfield Inn & Suites
- Melinda Zoeckler, Secretary/Treasurer, Assistant General Manager Fairfield Inn & Suites
- ***Pending City Commission Approval, Chris Pettit, General Manager Country Motor Inn***
- Doug Braham, Principal Owner Fairfield Inn & Suites, Home2 Suites under construction
- Meet Patel, Owner Country Motor Inn
- Zoe Randall, Property Manager The Historic Murray Hotel

TBID’s Executive Director is supervised by the board and her services and administration expenses are shared by the Explore Livingston Coalition.



# Annual Report & Budget FY23/24

Board Meeting agendas and Minutes are noticed at <https://www.explorelivingstonmt.com/tbid>

Website <https://www.explorelivingstonmt.com/>

Facebook <https://www.facebook.com/explorelivingstonmt>

Instagram [https://www.instagram.com/explore\\_livingston\\_mt](https://www.instagram.com/explore_livingston_mt)

Hashtag #ExploreLivingstonMt

## FY22/23 Achievements and Challenges

Strong productive partnership with Explore Livingston Coalition which includes the Downtown Livingston Business Improvement District (LBID) and Livingston Destination Management Organization (DMO) with shared administration and storage costs and office at 124 South Main Street, Suite 210. Explore Livingston has invested in forging new relationships and collaborating with wide-ranging local, regional and statewide partners.

## Marketing & Outreach

Explore Livingston Coalition has completed coordinated branding, and a tourism information website with weekly updates on an event calendar and ever-changing area restaurants and hospitality related businesses and resources. The top two pages visited are Restaurants, then Events. Take [the Paradise Pledge](#) is a recreation amenity pop-up for visitors to sign and learn more about recreating responsibly in our area. Homepage includes Indigenous Land Acknowledgment and All Are Welcome messaging. Active recruitment of BIPOC/LGBTQIA+ Board members and seeking BIPOC and differently-abled models in marketing imagery.

TBID has created an evergreen, always up to date visitor’s pocket guide (that locals can benefit from also.) Over ten thousand pocket-sized cards have been distributed to lodging and other hospitality locations for visitors with a QR code to our website with inclusive and extensive visitor amenities and resources. Demand for these has been high and it’s time to do a 4<sup>th</sup> printing and distribution. Posters and digital graphics listing all area events are distributed throughout the year.



**LIVINGS TON** Experience Epic

**rustic. refined. legendary.**

Visit [www.ExploreLivingstonMT.com](http://www.ExploreLivingstonMT.com) for info on:

- Recreation & Leisure Activities | Dining & Lodging
- Shopping & Spas | Nightlife & Events
- Museums, Galleries & Theatres | Culture & History
- Local Conditions & Resources

[www.ExploreLivingstonMT.com](http://www.ExploreLivingstonMT.com)

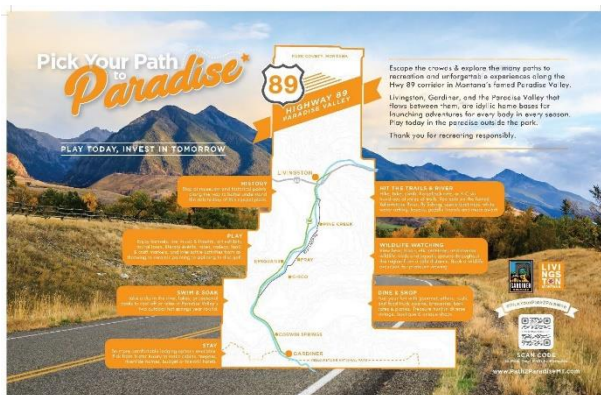




# Annual Report & Budget FY23/24

TBID benefited following the 2022 flood from a DMO flood recovery grant with a Pick Your Path to Paradise educational campaign in collaboration with the Gardiner Chamber and listed the Livingston Area Chamber, emphasizing that we are open for business and encouraging overnight visitors focusing on all the things there are to do in the Livingston to Gardiner corridor. *The shared website is still active and many posters are still up with the QR code to the site, which includes a shared landing page <https://www.path2paradisemt.com/> that focuses on Livingston, Paradise Valley and Gardiner with four shared itineraries, links to our websites, and a link to the Livingston Chamber Visitors Information Center. Explore Livingston contributed the concept, tagline “Play Today, Invest in Tomorrow”, design and logos, paid social media, radio ads, and posters. 500 posters with QR code to shared landing page were distributed. Also ran radio ads on KGLT, Missoula’s MTPR, and Gardiner ran them on YPR. Paid ads were targeted to our neighbors to encourage visitation from the Montana Drive market; Bozeman, Helena, Billings, Missoula, Great Falls.*

The paid social media for the Pick Your Path to Paradise campaign generated 195,804 impressions, 58,484 reach, and garnered 1,740 clicks. These ad results led to an increase of website visitors by 83% compared to the previous period (July 3, 2022 → August 4, 2022). Throughout the duration when ads were running, the website saw significant increases in traffic with 1,637 unique visitors (75% increase from the previous period) and 1,926 site sessions (78% increase from previous period). 47% of this traffic to the website came from Facebook (2,609% increase from the previous period).





# Annual Report & Budget FY23/24

TBID continues to market our cooler/shoulder season visitation and events through multi-media marketing campaigns. Print and digital ads in: *Trip Advisor*, *Livingston Enterprise 2022 Visitors Guide*, *Travel Taste & Tours*, *Distinctly Montana Magazine*, *Edible Bozeman* and *Montana Quarterly Magazine*. Radio spots on Yellowstone Public Radio, KGLT, MPR and Townsquare Media (XL Country, KZMY, KMMS FM & AM.)

### Web Updates

At [explorelivingstonmt.com](http://explorelivingstonmt.com) in the past year, Site sessions are up 297%, Unique visitors are up 278%. NEW this year, an interactive custom map [www.explorelivingstonmt.com/interactive-map](http://www.explorelivingstonmt.com/interactive-map), new improved navigation throughout website listings and pages, blogs with seasonal features are both on the website and links in our Instagram bio through [linktr.ee](https://linktr.ee), and eblasts are sent to subscribers with events and features of interest with website tracking interaction.

**EXPLORE THE AUTHENTIC NATURAL CHARMS OF WINTER IN PARADISE**

## LIVINGSTON, MT

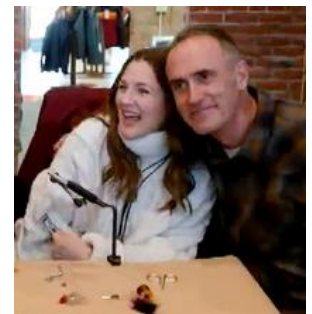
16 ART GALLERIES | 2 MUSEUMS | 10 LIVE MUSIC VENUES | 3 THEATERS | 6 BOOKSTORES  
50 RESTAURANTS | 12 COFFEE SHOPS | 2 BREWERIES | 50 BOUTIQUE SHOPS & MARKETS

**Pick Your Path to Winter Paradise**

[EXPLORELIVINGSTONMT.COM](http://EXPLORELIVINGSTONMT.COM)

### Influencers

- Montana Department of Commerce/Brand MT set up a visit from Drew Barrymore’s television show February 2023 in Livingston and she chose two local businesses to feature. Her social media gets 9 million viewers, the video clip is at <https://youtu.be/BF1gU94q3QY>
- Taryn Shorr of Chasing Trail Livingston visit, set up by Yellowstone Country, featured Livingston highlights and TBID underwrote part of her stay and amenities. It was on a range of social medias, including TikTok, blog at <https://chasingtrailblog.com/best-things-to-do-in-livingston-mt/>
- “Joy of the Journey” Dimarco Barea did a World Heritage Yellowstone Park project featuring Livingston, Paradise Valley, Gardiner, and the interior of the park with indigenous projects celebrating the Park’s 150th birthday. TBID funded the project and Livingston businesses donated hotel rooms, meals, and experiences and we coordinated interviews. Due to the floods, Dimarco carved the budget down from the original proposal of \$24,000 to less than half that and worked without compensation to support our recovery. The final edit will be done by the end of August and is being shopped to PBS and other national television media.

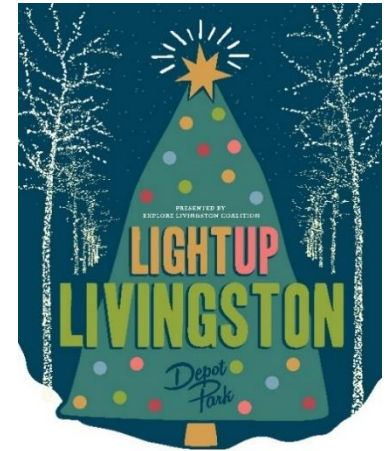




# Annual Report & Budget FY23/24

## Events

TBID’s signature winter event “Light Up Livingston” in the Depot Park celebrating the Holiday Lights of Livingston in its 2<sup>nd</sup> year coordinated with “Small Business Saturday” 11/26/22 to promote small business shopping and had a Small Business Saturday Scavenger Hunt which gave away thousands of dollars in merchandise and gift cards to participants. The free family activities, events, TBID funded giveaways, refreshments, and activities inside the Depot where a hit with an estimated 3,000 attendees (up from 1,000). TBID invests significantly in marketing this event but leverages their marketing dollars by also marketing ALL holiday events in Livingston on radio, print, and digital advertising. The visitation to the events page Nov-December saw a significant spike.



**A spreadsheet of TBID funded events and projects is below but they include:** Voices of Montana Tourism sponsorship, Light Up Livingston, Yellowstone Harvest Festival and ITRR tourism survey, Joy of the Journey film, Yellowstone Revealed All Nations Light-up Teepee Village and Rematriation performances, Electric Vehicle Charging Station Mural, Wishberry Hollow, Park County Recreation Rink, Night Owl Run, Livingston Braves American Legion Baseball, and co-paid for Google 360 photos for 20 area hospitality businesses. Several event Sponsorships included free TBID ads in the event program.



Group	Project/Event	Grant date
Ferry Landing Arts, Recreation & Events	Yellowstone Harvest Fest event	4/20/203
Wishberry Hollow	Pixie Community Installation	7/28/2023
Yellowstone Gateway Museum	Yellowstone Art Exhibit	6/24/2023
Tap Into Mt	Brew Fest	6/24/2023
Joy of the Journey	Finishing edit of Livingston to YNP film	3/21/2023





## Annual Report & Budget FY23/24

---

Park County Recreation Rink	Free Skating Sponsorship	2/1/2023
Ferry Landing Arts, Recreation & Events	Windrider Transit to Yellowstone Harvest Festival	9/24/2022
Ferry Landing Arts, Recreation & Events	Yellowstone Harvest Fest event infrastructure (tent, tables etc.)	9/24/2022
Night Owl Run	14th Annual Fun Run	9/9/2022
Windrider Transit	Downtown Summer Shuttle	9/1/2022
Mountain Time Arts	All Nations Teepee Village in Gardiner	8/23/2022
Joy of the Journey	Livingston to YNP film	8/23/2022
Livingston Parks & Recreation	Night Owl Run	8/22/2022
Wishberry Hollow	Pixie Community Installation	7/29/2022
Shane Center	2023 Production of 2 Musicals	7/15/2022
Voices of Montana Tourism	2022 Legislative session	7/7/2022
Creek to Peak	Soap Box Derby	5/21/2022
Park County Recreation Rink	Free Skating Sponsorship	1/1/2022
Park County Rec Dept.	Chamber fee waiver to shut down street for the Stroll	11/2/2021
Creek to Peak	Soap Box Derby	10/15/2021
Livingston Braves	American Legion Baseball	7/2/2021
Livingston Area Chamber	July Parade Port-a-potties	6/9/2021
Creek to Peak	Soap Box Derby	4/18/2020

---

## Projects

Initiated and funded new Livingston mural on the wall of Neptune’s Eatery and Taphouse facing the vehicle charging stations that is both a selfie photo spot and include calls to action: Stay. Shop. Dine. Play. with a QR code to Explore Livingston’s website. It’s the first interactive mural at charging stations in the State and will be used as a model for other Montana towns.

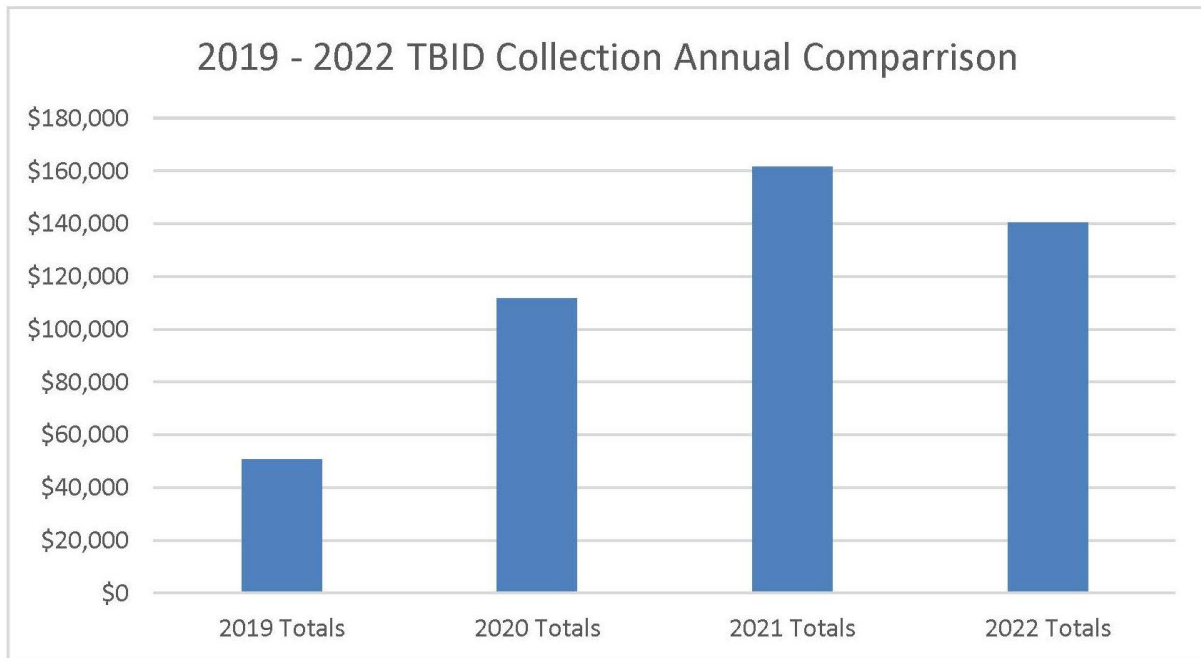
Initiated and funded a pilot Hotel to Downtown evening shuttle with Windrider Transit Friday and Saturday evenings in Summer 2022, ridership for the evening shuttle was low and ridership from hotels is overall low.



## Challenges

- Six of the nine hotel/motels in Livingston have changed hands in the past year and are now owned by out of area groups. These sales have been followed by turnover in management and those who qualify to serve on the TBID Board, so board membership turnover has been high. It has also led to many outdated lodging listings. We are proud to have run positive, professional, and productive Board Meetings, despite having often-changing board members. We have also had turnover, including from death, of our accountants and it takes a long time to get everything with our complicated three linked groups back on track.
- Affordable workforce housing, thus workforce, remains hospitality businesses’ greatest challenge.
- Disproportionately busy summers, when historically there are few vacancies, and fewer visitors and destination events during the cool season undermines the economic stability of lodging properties.
- Tough 22/23 Legislative Session required many hours of educating, testifying, and communicating with State Legislators who make decisions, many negatively impacting the tourism economy.
- Several TBID hotels/motels chronically do not pay their fees, leading to increased admin time reminding them, and lost revenue. Threats of late fees have not helped and they will no longer be included in marketing.
- The Summer 2022 Yellowstone area flooding led to cancellations and low occupancy during Livingston’s busiest season and negative national press about Yellowstone access was prevalent. The lasting financial impact was about a 20% drop in TBID collections and lodging occupancy.

As the next year unfolds, occupancy remains unpredictable and inconsistent among lodging; the past Winter was higher largely due to area filming and Spring was softer than the previous two years. Industry predictions are that 2019 should be our benchmark for ‘normal’ rather than the dramatic highs and lows of 2020-2022, during the pandemic and flooding.



**Future goals and projects:**

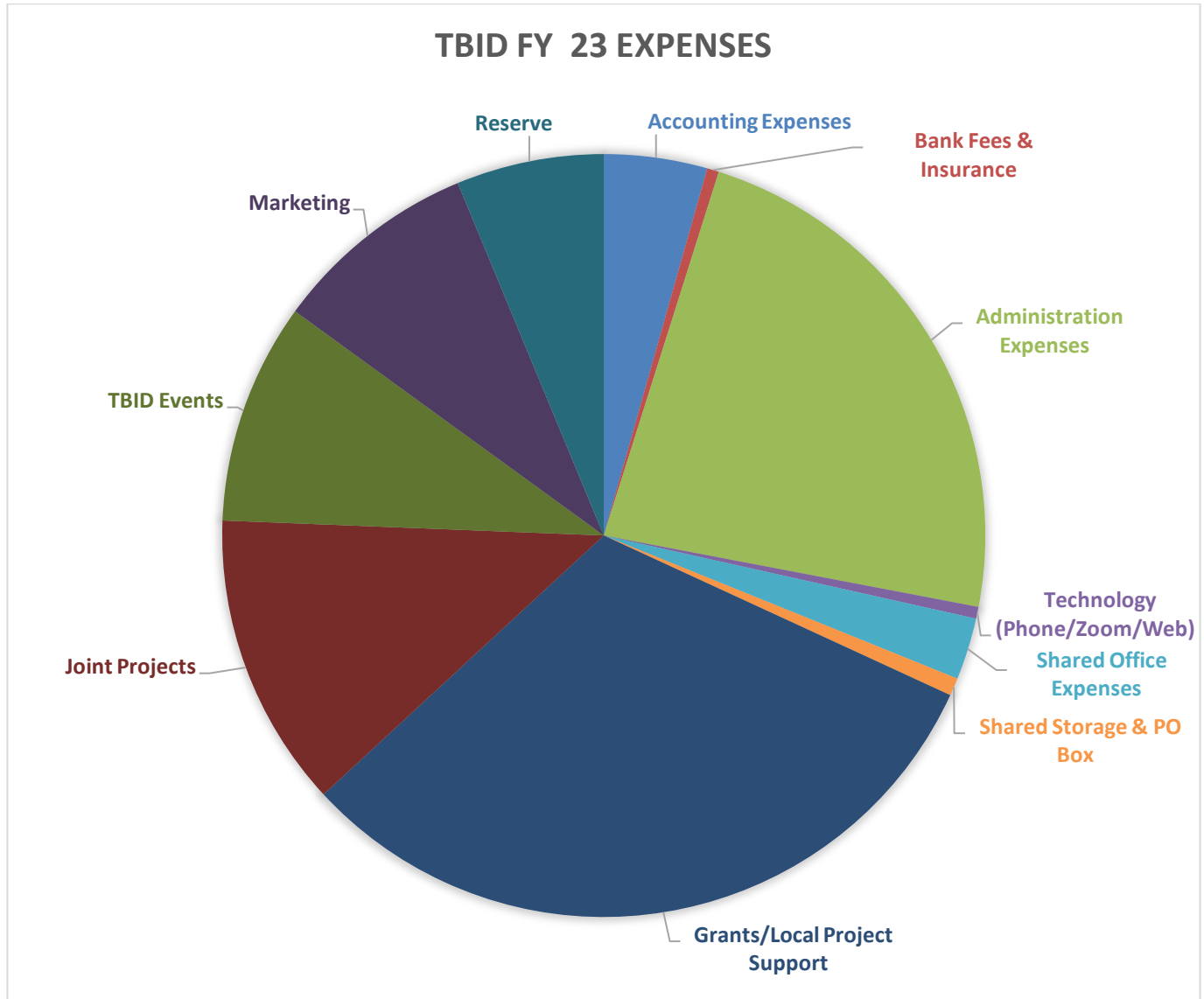
- Clean up and new landscaping of medians near Exit 333
- Strengthen inter-hotel dynamics and communication
- Update of deteriorating old billboard series with “Livingston Where Artists & Bull Riders Meet” messaging
- Wayfinding sign expansion
- More murals
- More shoulder season destination events
- Increase cool season occupancy year over year
- Decrease in drama, increase in joy!





# Annual Report & Budget FY23/24

FY 22/23 Expenses as below, Profit and Loss statements year to year comparisons also attached.





## Annual Report & Budget FY23/24

2023 Income/Expense Category & Budget	Budget
<b>Income/Revenue Estimates</b>	
Quarter 1 - TBID Assessment	\$27,000
Quarter 2 - TBID Assessment	\$43,000
Quarter 3 - TBID Assessment	\$55,000
Quarter 4 - TBID Assessment	\$35,000
<i>(4 QTRs still outstanding from Yellowstone Park Inn &amp; Suites</i>	<i>(\$27,990)</i>
<b>Total Income</b>	\$160,000
<b>Reserve, CD earning interest</b>	
Reserve, CD earning interest	\$22,060
<b>Expenses Projected</b>	
Accounting Expenses	\$7,000
Administration Expenses	\$37,000
Bank Fees & Dues	\$200
Shared Storage	\$1,100
Insurance	\$600
Post Office Box	\$100
Shared Office Expenses	\$4,200
Technology (Phone/Zoom/Web)	\$800
Grants/Local Project Support	\$50,000
Joint Projects	\$20,000
TBID Events	\$15,000
Marketing	\$14,000
Reserve	\$10,000
<b>Total Expenses</b>	<b>\$ 160,000</b>

## Profit &amp; Loss

July 2020 through June 2023

	Jul '20 - Jun 21	Jul '21 - Jun 22	Jul '22 - Jun 23	TOTAL
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Hotel Income Payments	150,867.26	187,162.00	113,622.00	451,651.26
<b>Total Income</b>	150,867.26	187,162.00	113,622.00	451,651.26
<b>Expense</b>				
Accounting Expenses	330.00	1,450.00	4,880.00	6,660.00
Administration Expenses				
Executive Director Fees	7,078.98	30,195.00	18,000.00	55,273.98
<b>Total Administration Expenses</b>	7,078.98	30,195.00	18,000.00	55,273.98
Bank Fees	1.00	0.00	1.93	2.93
Consulting Fees	0.00	0.00	200.00	200.00
Dues and Subscriptions	126.00	10,239.00	394.48	10,759.48
Events				
Light Up Livingston	0.00	0.00	13,188.99	13,188.99
Events - Other	0.00	0.00	58.00	58.00
<b>Total Events</b>	0.00	0.00	13,246.99	13,246.99
Gifts	0.00	123.10	0.00	123.10
Grants Paid Out				
Annual Events	0.00	8,390.00	2,428.00	10,818.00
Community Event Sponsorships	0.00	8,519.04	28,900.00	37,419.04
Recreate Responsibly Marketing	0.00	180.47	0.00	180.47
Special Projects	0.00	0.00	15,500.00	15,500.00
<b>Total Grants Paid Out</b>	0.00	17,089.51	46,828.00	63,917.51
Insurance				
BOD Insurance	575.00	575.00	575.00	1,725.00
Insurance - Other	0.00	194.82	0.00	194.82
<b>Total Insurance</b>	575.00	769.82	575.00	1,919.82
Marketing				
Design	0.00	1,160.92	119.40	1,280.32
Meetings	0.00	135.08	218.29	353.37
Photography/Video	2,500.00	0.00	110.95	2,610.95
Print and Digital Advertising	2,630.00	10,596.41	9,316.42	22,542.83
Special Events Expenses	0.00	26,321.69	3,930.72	30,252.41
Marketing - Other	374.10	810.90	7,619.88	8,804.88
<b>Total Marketing</b>	5,504.10	39,025.00	21,315.66	65,844.76
Networking	0.00	83.25	1,000.00	1,083.25
Office Expenses				
Postage	11.00	60.19	5.47	76.66
Office Expenses - Other	445.00	653.58	1,019.37	2,117.95
<b>Total Office Expenses</b>	456.00	713.77	1,024.84	2,194.61
Repairs & Maint	0.00	100.00	0.00	100.00
Shared Office Expenses				
Rent	75.00	0.00	2,800.00	2,875.00
<b>Total Shared Office Expenses</b>	75.00	0.00	2,800.00	2,875.00
Technology				
Telephone	227.91	311.84	1,200.77	1,740.52
Website Fees	314.70	664.98	100.98	1,080.66
<b>Total Technology</b>	542.61	976.82	1,301.75	2,821.18
<b>Total Expense</b>	14,688.69	100,765.27	111,568.65	227,022.61
<b>Net Ordinary Income</b>	136,178.57	86,396.73	2,053.35	224,628.65
<b>Other Income/Expense</b>				
Other Income				
Interest Income	0.00	0.00	58.05	58.05
<b>Total Other Income</b>	0.00	0.00	58.05	58.05
<b>Net Other Income</b>	0.00	0.00	58.05	58.05
<b>Net Income</b>	<b>136,178.57</b>	<b>86,396.73</b>	<b>2,111.40</b>	<b>224,686.70</b>



**DESTINATION MANAGEMENT ORGANIZATION (DMO)  
FY 23/24 ANNUAL BUDGET & MARKETING PLAN**

APPROVED UNANIMOUSLY BY TOURISM ADVISORY COMMITTEE, THE LEGAL OVERSEER  
OF MONTANA DMOs on MAY 23, 2023

**Livingston DMO**

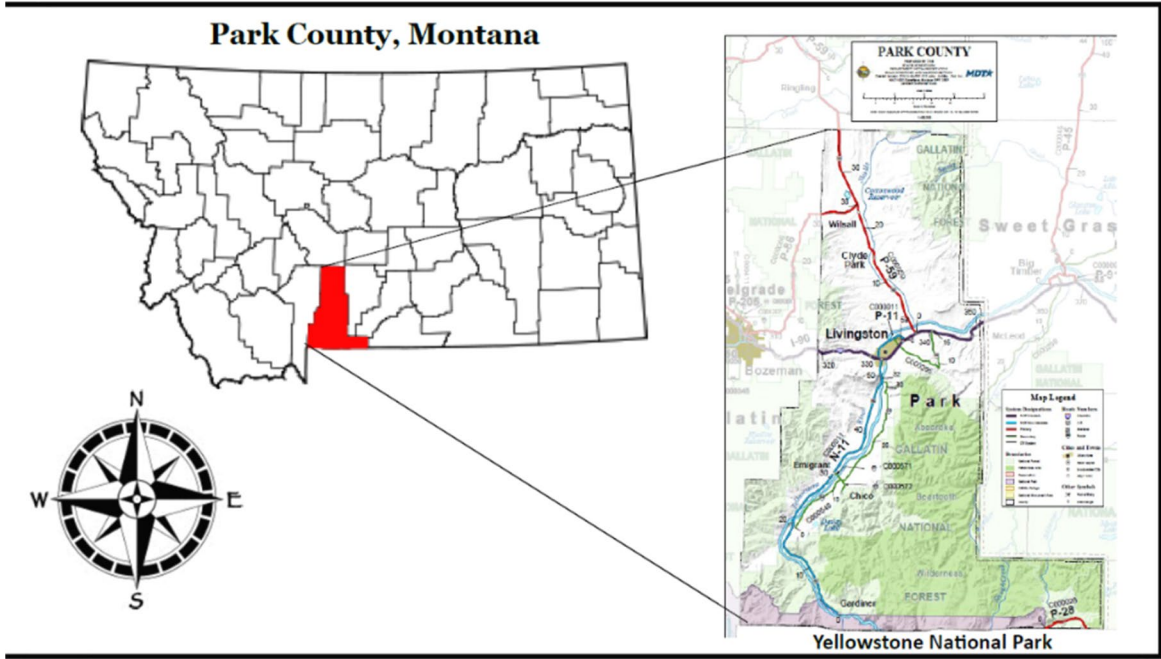
Allowable Method	Amount Budgeted	% Budgeted
Administration	\$12,320.00	20.00%
Joint Venture	\$5,500.00	8.93%
Opportunity Marketing	\$6,160.00	10.00%
Marketing Personnel	\$9,150.00	14.85%
Agency Services	\$7,000.00	11.36%
Marketing Resources	\$470.00	0.76%
Paid Media	\$12,000.00	19.48%
Earned Media/Tourism Sales	\$3,000.00	4.87%
Website Development (Online, Website, Mobile)	\$5,000.00	8.12%
Education/Outreach	\$1,000.00	1.62%
<b>TOTAL BUDGET</b>	<b>\$61,600.00</b>	<b>100.00%</b>

**Board of Directors**

Susan Byerly, Kathleen Kaul, Tyler Erickson,  
Megan Eubank, Brian Menges, Dale Sexton, Lauren Silano



# EXPLORE LIVINGSTON DMO PLAN FY 23/24





# EXPLORE LIVINGSTON PLANNING FOR RESILIENCE

Livingston has been attracting visitors for more than a century as the original Gateway to Yellowstone Park, but contemporary pressures continue to grow, impacting how we plan for both the present and future of our community. Livingston has long had a summer visitor boom/winter bust economic cycle but has made progress with year-round arts amenities and as a growing film locale. When we took over the DMO in Summer 2020, we changed the focus of marketing from summer/Yellowstone to cool season/arts destination at the direction of our Board. Our cool season collections are up over 60% since 2020.

Both pandemic visitation and remote worker migration have escalated pressures on hospitality amenities, workforce and housing, recreation access, and small town culture in the past few years. Hospitality industry owners and workers are stressed by visitors expecting a more corporate or McWestern experience, insecure housing and workforce, new resident expectations and behavior, uneven economic seasons, and years of back to back crisis. Climate change and global crisis indicate likelihood of increasingly frequent natural and other disasters - making resilience and adaptability planning key to our future.

Last summer, responding to the historic Yellowstone flooding and closure of the Park's Northern Entrance taught us about collaborating more closely with our neighbors and exposed numerous vulnerabilities. We partnered with Gardiner on a "Pick Your Path to Paradise" campaign, thanks to Brand MT grant, and strengthened partnerships with Yellowstone Country and stakeholders throughout the region with frequent meetings, shared messaging, crisis response and strategic planning. We built on our flood recovery campaign for a cool season "Pick Your Path to Winter Paradise" campaign. We appreciate Brand MT bringing the Drew Barrymore Show to Livingston to call attention to our destination and help with recovery.

We have incorporated various aspects of resilience planning in our Destination Marketing, Management and Stewardship Plans for the fiscal year 2023/2024.



# Pick Your Path to Paradise

PLAY TODAY, INVEST IN TOMORROW



HIGHWAY 89  
PARADISE VALLEY

PARK COUNTY, MONTANA

LIVINGSTON

PINE CREEK

EMIGRANT

PRAY

CHICO

CORWIN SPRINGS

GARDINER

YELLOWSTONE NATIONAL PARK

### HISTORY

Stop at museums and historical points along the way to better understand the rich history of this special place.

### PLAY

Enjoy festivals, live music & theatre, art exhibits, mural tours, literary events, races, rodeos, food & craft markets, and interactive activities from ox throwing to ceramic painting to ziplining to disc golf.

### SWIM & SOAK

Take a dip in the river, lakes, or seasonal pools to cool off or relax in Paradise Valley's two outdoor hot springs year round.

### STAY

So many comfortable lodging options available. Pick from 5-star luxury to rustic cabins, teepees, riverside homes, budget or historic hotels.

Escape the crowds & explore the many paths to recreation and unforgettable experiences along the Hwy 89 corridor in Montana's famed Paradise Valley.

Livingston, Gardiner, and the Paradise Valley that flows between them, are idyllic home bases for launching adventures for every body in every season. Play today in the paradise outside the park.

Thank you for recreating responsibly.

### HIT THE TRAILS & RIVER

Hike, bike, climb, horseback ride, or X-C ski hundreds of miles of trails. Recreate on the famed Yellowstone River; fly fishing, scenic boat trips, white water rafting, kayaks, paddle boards and more await!

### WILDLIFE WATCHING

View bear, bison, elk, antelope, and diverse wildlife, birds and aquatic species throughout the region from a safe distance. Book a wildlife excursion for premium viewing.

### DINE & SHOP

Fuel your fun with gourmet, ethnic, rustic and food truck cuisine, breweries, bars, cafes & picnics. Treasure hunt in diverse vintage, boutique & unique shops.



#PickYourPath2Paradise



SCAN CODE

to Pick Your Path to Paradise

www.Path2ParadiseMT.com

**Flood Recovery Lesson:** We learned that people need to visualize open roads and maps of amenities to counter the "All Yellowstone is Closed" takeaway that most people, even many in our region, got from the flooding and the images of devastation. We created a shared website for the campaign with Gardiner, a challenge to keep updated.



# EXPLORE LIVINGSTON RESILIENCE MARKETING

103

## Pick Your Path <sup>to</sup> Paradise

PLAY TODAY, INVEST IN TOMORROW



HIGHWAY 89  
PARADISE VALLEY

LIVINGSTON  
MONTANA

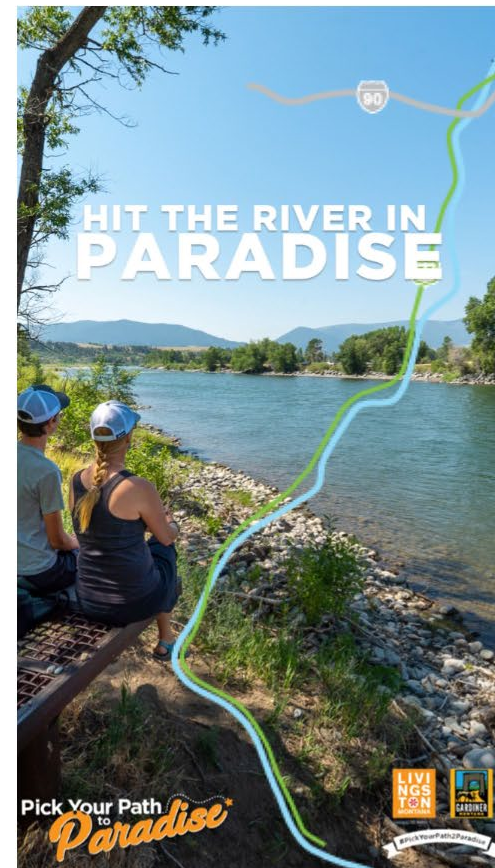
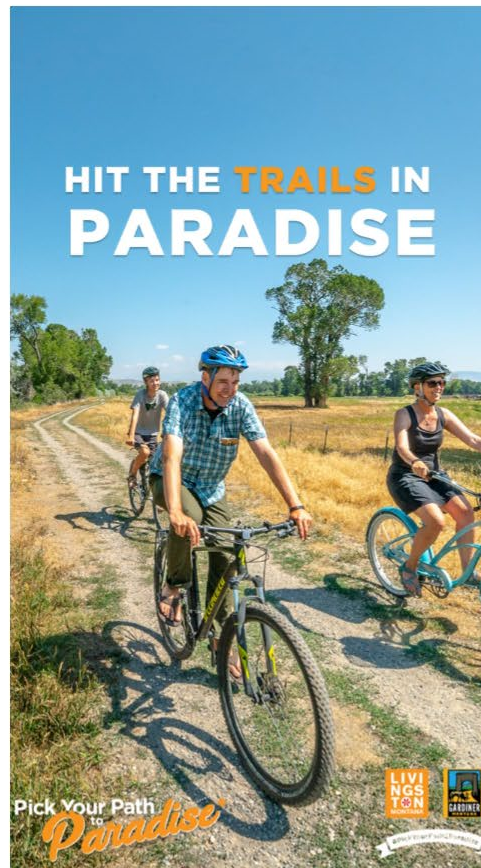


PATH2PARADISEMT



Play outside the park! Scan the code for recreation, lodging, amenities, events & updates in the Paradise Valley corridor, from Livingston to Gardiner, MT.  
[www.Path2ParadiseMT.com](http://www.Path2ParadiseMT.com)

SUPPORT FLOOD RELIEF EFFORTS BY TEXTING  
Flood22 TO 41444





# EXPLORE LIVINGSTON DESTINATION MARKETING OVERVIEW

104

**Destination Marketing:** Develop and execute a cool season marketing campaign, building on the success of the FY23 cool season marketing campaign “Pick Your Path to Winter Paradise”, highlighting the mixture of small town experiences that includes arts, culture, history, events, food and recreation, reaching the Experience Seeker target audience through paid, owned and earned media tactics.



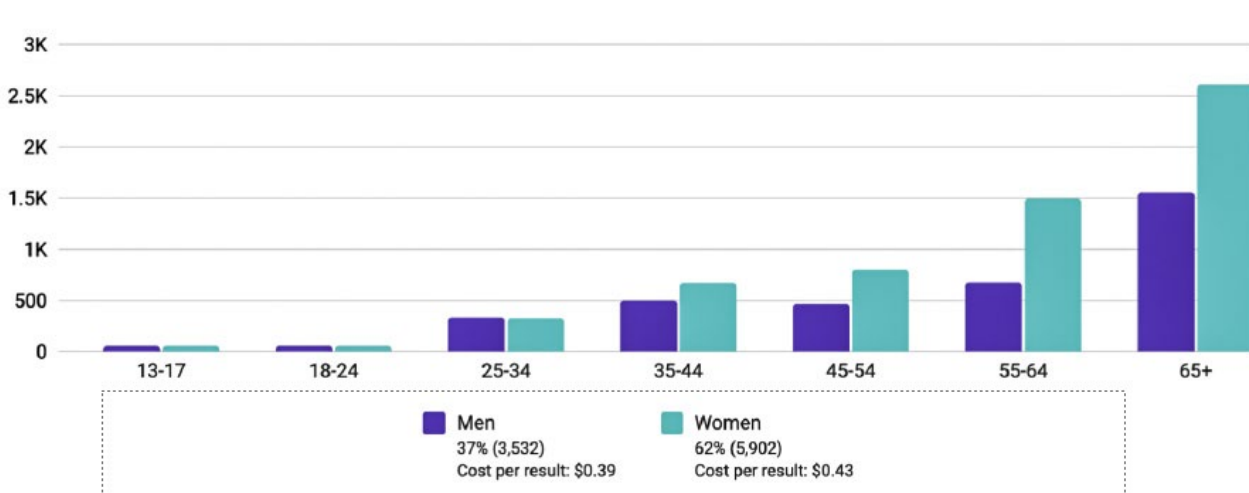
# EXPLORE LIVINGSTON DESTINATION MARKETING TARGET:

Our demographic is “high value, low impact” Experience Seekers who enjoy non-motorized winter recreation, spending at local small shops and restaurants, taking advantage of our arts and culture, and are informed and respectful of local culture and wild habitats. Experience Seekers - whether they are out-of-state or in-state residents - long for an authentic experience where they will experience both nature plus access to modern and erudite amenities. Livingston is that rare place. Repeat and regional visitors are more likely to visit in shoulder seasons, return to favorite shops, eateries and hotels and form connections and relationships in the area, creating a more stable income stream for Livingston and Park County year-round.

**Findings from FY23 Campaigns and Analytics:** Our successful Pick Your Path to Paradise marketing campaign during FY23 not only increased traffic to our website by more than 200%, but it also helped us to better understand who was interested in Livingston as a tourism destination and where they lived. Results from our FY23 marketing campaign showed that we were most successful in reaching women, ages 65+ in our digital campaigns. Below is a snapshot of the age and gender distribution from this campaign.

Age and gender distribution

All Results





# EXPLORE LIVINGSTON DESTINATION MANAGEMENT OVERVIEW

**Destination Management Objective:** Educate visitors to encourage them to embrace high-value/low impact behavior in support of our sustainable tourism challenges.

**Proposed Tactics and Projects:** Develop and execute a “Livingston Like A Local” (working title, pivoting from our draft “For the Love of Livingston” which stalled during flood recovery) campaign, educating visitors, new residents and connecting with locals about Livingston’s unique but imperiled small town culture and environmental assets. We will connect with our warm season visitors both before they arrive through our website and social media platforms and then while they are here through strategically placed signage and eye-catching visuals throughout the community in the coming fiscal year.



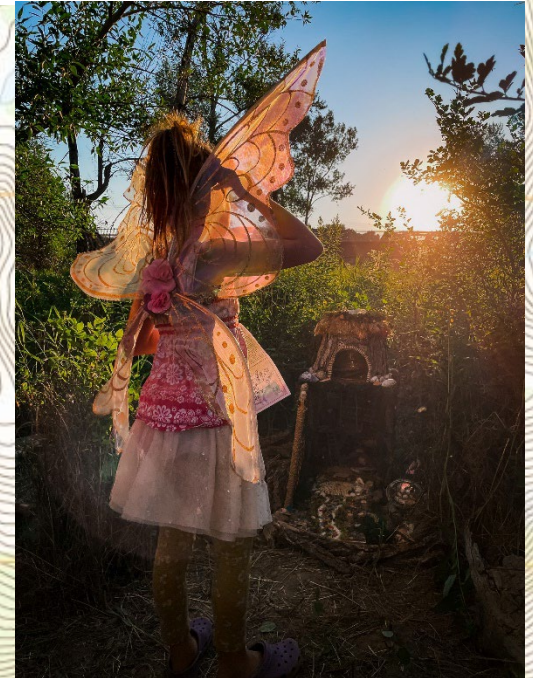


# EXPLORE LIVINGSTON DESTINATION STEWARDSHIP OVERVIEW

107

**Destination Stewardship:** Create a strategic vision and plan for success and resiliency with input from the Livingston tourism and hospitality industry and community stakeholders.

**Proposed Tactics and Projects:** incorporate key learnings and best practices from other strategic planning and resiliency work being conducted across the state; form steering committee of stakeholders; review existing ITRR research and other community-wide data; distribute follow up survey (initial survey went out just before the flood) to understand and measure Livingston area hospitality and tourism related businesses' thoughts on tourism; conduct listening sessions with community members to gather input; analyze and summarize findings into key takeaways; outline plan, share with stakeholders for review and adoption.





# EXPLORE LIVINGSTON DMO

## FY23/24 PRIMARY GOALS & STRATEGIES:

We are most looking forward to in the coming fiscal year:

- \* Leveraging Brand MT's Leave No Trace campaign in the warm season.
- \* Building on our cool season marketing and visitation and expanding our draw as a year-round arts, culinary and events destination.
- \* Continuing to collaborate with City, County, Regional and State efforts to address economic resilience and local cultural stewardship. Our partnership with the Tourism Business Improvement District and Business Improvement District are key to our DMO's stability.
- \* Learning from our Tourism partners statewide about creative ways they address challenges, build partnerships, and leverage local assets.
- \* Continue listening and learning from hospitality businesses about their needs and challenges.
- \* Expanding our partnerships with local stakeholders to develop a strategic vision and plan to increase the overall resiliency of Livingston's hospitality businesses and year-round economy, while preserving what is special and unique about Livingston.

Pick Your Path  
to Winter  
*Paradise*

EXPLORE PARADISE IN **LIVINGSTON**



# EXPLORE LIVINGSTON DMO FY23/24 PRIMARY CHALLENGES:

109

- \* **Economic Resilience Challenges:** Livingston's tourism overcapacity in the warm season and undercapacity in the cool season, lack of workforce and workforce housing, infrastructure and recreation pressures are unsustainable. We continue to participate in a wide range of growth planning, housing strategies, recreation preservation and visitation strategies to forge an achievable resilient economy that respects and protects our unique assets.
- \* **Addressing Tourism Mythology:** Livingston's traditional marketing as a warm-season Yellowstone Park pass-through and July Rodeo destination has contributed to overcapacity and reduced quality of visit during the summer months. The *Yellowstone* TV series, and other Western and wildlife mythologies that also portray a lack of diversity, create distorted visitor expectations and do not model healthy conflict resolution. Our challenge is to attract respectful visitors who appreciate our year-round cultural and natural assets, and to educate visitors about desired positive behaviors and more accurate expectations of local culture.
- \* **Anticipating the Next Crisis:** In the past three years, we have pivoted from COVID-19 impacts to addressing historic flooding in the summer of 2022, and have found that nimble responsiveness to community needs can be a greater asset than inflexible plans, which may be less relevant as priorities change. The Livingston DMO is prepared to continue our role as crisis responders and problem solvers. Although we don't know what the next crisis is, we do expect them.
- \* **Negative MT Perceptions:** Recent Montana State Legislative initiatives have led to negative national press and perception of Montana as an undesirable destination due to legislation impacting trans and LGBTQ+ citizens, women, county health departments and public health, plus the TikTok ban. We are receiving a growing number of messages from visitors cancelling their plans to visit Livingston, and Montana, due to exclusionary State political actions, especially against the trans community. We expect the negative economic impact to be significant Statewide.



## Questions? Contact:

\* Kris King, Executive Director, Explore Livingston Coalition; Livingston DMO, Downtown Business Improvement District & Tourism Business Improvement District

\* [info@explorelivingstonmt.com](mailto:info@explorelivingstonmt.com)

\* Cell phone 406.222.4848



# DMO Plan Narrative

## 1. Describe Your Destination

*Describe your destination (who you are, who you wish to attract and why they would come) addressing your strengths, opportunities, and potential challenges.*

**Livingston, Montana is an historic train town, the year round gateway to Yellowstone National Park, and a laidback home base for vibrant arts, epic recreation and an array of unexpectedly sophisticated dining, lodging, shopping and cultural experiences. Livingston is looking to attract travelers who appreciate the welcoming, small town vibe of a less populated Montana town, and who will recreate responsibly and relish Livingston as if it was their own.**

The City of Livingston is more than the traditional gateway to Yellowstone National Park. It is a unique and desirable destination for international and national travelers, plus drive market visitors, with a wide range of interests that go beyond Yellowstone.

Livingston mixes casual small-town charm and world-class amenities with a twist of historic quirkiness and offers an impressive array of arts, culture, history, culinary, events, and recreation adventure amenities. We recently rebranded Livingston with the taglines “Rustic. Refined. Legendary.” and “Experience Epic.”

Livingston is the county seat of Park County and is situated in the middle of four stunning mountain ranges (Absaroka Beartooth Mountains, Crazy Mountains, Bangtail Mountains and the Bridger Mountains) and is nestled along the Yellowstone River - the longest, free-flowing river in the lower 48 states.

We are interested in attracting high-value, low impact visitors who appreciate all that Livingston has to offer, throughout all months of the year, but especially the cool weather season, including those visitors who live in Montana.

In addition to offering an incredible array of ways to “Stay. Play. Seize the Day”, we have preserved one of Montana’s most visually appealing and historic downtowns. Livingston is the original and year-round entrance into Yellowstone Park, offering year-round appeal, and is conveniently located 30 minutes from booming Bozeman and its international airport and less than two hours from Billings, Montana’s largest city. We continually attract out-of-state and in-state visitors.

Our town of approximately 8,000 residents has richly layered distinctive cultures: railroad and pioneer history; gateway to Yellowstone; fly fishing mecca; recreation hub; historically preserved downtown; rustic and luxury destination lodging and dining; popular filming location; more artists and writers per capita than anywhere in the state; thriving theatre, arts, culinary, and nightlife

scenes for a town of its size; and serves a wide range of demographics from ranchers, to eco-conscious outdoor enthusiasts, to movie stars, renowned writers, artists and music icons.

**Our Strengths**

- Strong Collaborations, Communications, and Partnerships: Livingston DMO and the Livingston Tourism Business Improvement District, Downtown Business Improvement District, Yellowstone Country, City of Livingston, Park County, Montana Downtown Directors, Montana Tourism Matters, Montana Department of Transportation, Montana Office of Tourism and Business Development, Bozeman Trail Regional Group, Livingston’s Historic Preservation Commission, Urban Renewal District, Prospera, Park Local Development Corp., Northern Rocky Mountain Economic Development District, and a wide range of local organizations addressing everything from passenger rail, public arts, Livingston Growth Policy, Parks and Trails, and Livingston’s designation in the Montana Main Street Program, among others.
- **Close Proximity to Year-Round National Park Entrance:** Historic gateway to Yellowstone National Park 55 miles away to the year-round entrance that offers year-round recreation and visiting opportunities.
- **Easily Accessible Location:** Conveniently located at the intersection of Interstate Highway 90 and Highway 89 to Yellowstone National Park, 30 minutes east of booming Bozeman and its international airport and less than two hours west of Billings, Montana’s largest city. Also between Paradise Valley to the south and Shields River Valley to the north.
- **Destination Lodging, Retreats and Hot Springs:** In addition to rustic, historic and family-friending lodging in Livingston, Park County is home to a wide range of unique short-term rentals, Sage Lodge, Chico Hot Springs, Mountain Sky Guest Ranch, Yellowstone Hot Springs, and numerous smaller dude ranches. These attract destination weddings, honeymooners, family reunions, corporate retreats and other group travelers.
- **Historic Downtown:** Preserved buildings and an Old West movie set aesthetic including many vintage neon signs and ‘ghost signs’ historic ads painted on brick buildings; attracting visitor photography and social media posts, and film scouts.
- **Small Town Shopping:** Downtown has no chain stores and a wealth of unique and boutique shops; handicrafts, records, books, art center and galleries, photography and ceramic studios, new-age boutiques, home goods, kitchen store, souvenirs, gifts, toys, antiques, resale and thrift stores, vintage fashion, outdoor gear and western wear. Visitors enjoy small-town, friendly service; often the owner of the business will wait on customers. Every stop is an opportunity to connect with locals.
- **Exit 333 Infrastructure:** The majority of national chain hotels and fast food are at this exit to Yellowstone National Park, but it also boasts: a large grocery store with pharmacy and sushi counter, a laundromat (with adjacent horse boarding), local meat shop and two ethnic eateries, gas stations, car wash, veterinarian, dog boarding, urgent care center, physical therapist, liquor store, smoke shop, casino, and bus stops for both free Livingston transport and an events bus to Paradise Valley music venues.

**Our Opportunities**

- **Still Small Town Feel and Easily Accessible:** Although we've seen increased visitation, we're still less populated and less visited than other parts of Montana and ideal for those who want to experience casual small-town charm and world-class amenities.
- **Cooler Season Recreation Hub:** Hundreds of miles of trails for cross country and backcountry skiing. Hiking and biking are accessible during much of the cool season. New in 2021, Livingston has an indoor ice skating rink, and skating on the Lagoon when cold enough. Bridger Bowl is 30 miles away, plus access to eight state parks and several dozen trailheads are all under an hour drive from Livingston.
- **Warm Season Recreation Hub:** On the banks of the Yellowstone River with blue-ribbon fishing, whitewater rafting, scenic floating, kayaking, tour boats, and paddleboarding. Hundreds of miles of trails for hiking at all skill levels, camping, rock climbing and mountain biking. Access fourteen fishing access sites, eight state parks, several dozen trailheads; all under an hour drive from Livingston. There is also a golf course, bowling alley, shooting range and horseback riding dude ranches.
- **Year-Round Recreation Infrastructure:** Strong recreation amenity infrastructure with robust rental and guide services: rent bikes, e-bikes, snowshoes, cross country and backcountry skis, kayaks, rafts, and stand-up paddleboards and book guides for fly fishing, white water rafting, horseback riding, and hunting.
- **Year-Round Foodie Paradise:** Vegan, fine dining, ethnic foods, rustic steakhouses, sushi and seafood, vintage burger joints, traditional and breakfast cafés, European style bakeries, numerous quirky coffee shops, diverse bars, two breweries, and gourmet wine shop. Come hungry, and thirsty!
- **Year-Round Arts and Culture Hub:** Home to two live theatres and art centers, three museums with history, train, and art exhibits, over a dozen art galleries, a vintage movie house, outdoor and indoor live music venues, and literary events at several of our five book stores.
- **Year-Round Events:** Catering to a wide range of interests and tastes; musical and dramatic theatre, arts festivals, artwalks, music, beer and film festivals, fun runs, holiday festivals, soapbox derby, western dance parties, rodeos, parades, auto show, and more.
- **Breadth of Other High-Value, Low Impact Experiences**
  - Agritourism: Access farm-to-table fare at restaurants, the farm-to-table hospital cafeteria, Farmer's Market, local food markets and caterers, local aquaponic growers, farms and ranches, and the Livingston Community Bakery and deli, where purchases support the Livingston Food Resource Center.
  - Destination Weddings: offering a range of scenic wedding venues, caterers, lodging, photographers and videographers, and florists.
  - Film Location: Downtown Livingston's intact historic visage has attracted commercials, television and movies for decades, the Yellowstone Film Ranch has extensive sets, Paradise Valley and various Park County vistas are scenic year-round, and Livingston is home to many set scouts, set designers, makeup artists, set photographers, actors, musicians and prop resources. Livingston has hosted more films in recent years than nearly any other community in Montana.
  - Family-Friendly Amenities: Playgrounds, outdoor pool, Dino Dig Park, skating rink, skateboard park, ceramic painting studio, youth activities at museums, free

public transport, historic bus tours, golf course, winter indoor skating rink, dog parks, and trails and parks throughout town.

## Our Challenges

- **Economic Resilience Challenges:** Livingston is experiencing increasing and unsustainable tourism, housing, workforce, small business, development and recreation pressures. Demands outpace current capacity and without a robust plan, our celebrated community character, historic architecture, and fragile recreational and environmental assets are all imperiled. To retain our irreplaceable historic assets and build a sustainable economy we are in a narrow time window to create a strategic foundational plan to forge an achievable, resilient and sustainable future.
- **Seasonality of Tourism:** Overcrowding in the warm season months (May through October) and less tourist traffic in the cooler season months (November through April) makes keeping businesses open and staff employed year-round a challenge.
- **Housing and Affordability Issues:** Increasing use of local housing as short-term rentals and the recent spike in home sales due to telecommuters has made affordable workforce housing the biggest challenge for Park County's service and tourism industries.
- **Anticipating the Next Crisis:** During the summer of 2022, our greater community was hit with significant flooding and the subsequent impacts that flooding had on tourism and the overall economic health of this area. More than ever, we need to consider and implement continued plans to be prepared for future crises, whether it be flooding, fires, global pandemics and more.
- **Continued Consideration of COVID-19 Related Impacts:** Including public health wellness, business closure or limitations, staffing shortages and lack of J-1 visas, no lodging or camping vacancies, lack of rental cars, and overbooking overflow from Yellowstone National Park and surrounding communities.
- **Perception of Only a Pass-Through Location:** The perception that Livingston is a pass-through into Yellowstone National Park and not a destination in itself to explore.
- **Wayfinding Signs:** Livingston lacks comprehensive wayfinding signs at our three exits; our freeway tourism billboards are overdue for an update and are damaged; and in-town wayfinding signs are not visible, rudimentary, or non-existent.
- **Popularity of Yellowstone Series:** The popular Yellowstone series is fictionally set in Paradise Valley, increasing interest in the area by a more general audience who may have false expectations of what the area's experience may be based on what's been portrayed in the series.
- **National and World Events:** Including fluctuating gas prices, inflation, war, terrorism, infectious diseases, climate change (affecting water temps on our much loved and over-fished Yellowstone River) and natural disasters (floods and wildfires) all impact tourism.
- **Negative Perceptions:** Recent Montana State legislative initiatives have led to negative national press and perception of Montana as an undesirable destination due to

legislation impacting our trans citizens, women, county health departments and public health, and expansion of open carry laws.

- **Impacts to Infrastructure and Resources:** Managing greater numbers of visitors and traffic flow negatively impacts County and City infrastructure. A stable solution would be a local option tax, which would allow citizens to decide whether to impose a sales tax in Park County in order to pay for specific projects. Legislation would give power to local voters, lower local property taxes and raise more money from tourists who use local infrastructure but do not financially support it.
- **Public Transportation Options:** Lack of public transportation to and through YNP and increased tourist traffic to and from Yellowstone limit tourism and levy added burdens on local resources.
- **The WIND and Its Impacts:** The average wind speed as measured at the airport is 15.2 mp, making it among the windiest towns in Montana. Livingston’s severe crosswinds frequently shut down Interstate 90, rerouting interstate traffic through town on Park Street, and semis and train cars have blown over.

## 2. Align with Montana Brand

*Briefly describe how your destination aligns with the Montana Brand (while we appreciate this element is no longer mandatory, the aspects remain totally on brand for Livingston!)*

### Livingston Exemplifies the Montana Brand

**More spectacular unspoiled nature:** Livingston’s location among four mountain ranges, alongside the Yellowstone River and adjacent to Paradise Valley and the north entrance to Yellowstone Park as well as easy access to state parks, hundreds of miles of trails and Yellowstone River fishing access sites, make it an ideal getaway for lovers of outdoor experience year round.

**Vibrant and charming small town:** Livingston’s famous downtown is among the most vibrant and charming in Montana. The preserved historic businesses with vintage neon and “ghost signs” on historic buildings make it an attraction to film crews, photographers, and visitors. In the summer our Yellowstone Gateway Museum conducts various Downtown historic tours, including “Ghosts and Ghost Signs” and “Brothels and Breweries.” Livingston is developing a growing “Mural Trail” and actively increasing the number of murals to enhance the experience of both visitors and locals. Our niche and boutique shops, restaurants, museum and arts destinations, breweries and bars offer a mix of traditional and contemporary products and experiences. Our popular Farmer’s Market on the banks of the Yellowstone River includes live music, food and beer vendors in addition to local agriculture products, arts and crafts, and is one of the many annual events that both attract visitors and improve the quality of life for locals.

**Breathtaking experiences by day, relaxing hospitality at night:** In Livingston, we have multiple types of breathtaking experiences during the daytime hours - from inspiring museums to extensive recreational pursuits. Livingston has three museums featuring art, train and

regional history and over a dozen local art galleries. We are home to more writers per capita than anywhere in the state with five book stores; two of which host year round literary events most weeks. Downtown art walks attract visitors throughout the warm season, and over a dozen art galleries are open year round. Bars host trivia, bingo, karaoke, open mic, and live music events weekly throughout the year but these community building events are strongest in the cool season when there is less live music and outdoor events. Livingston also offers unique and boutique shopping with everything from handicrafts, to records, local honey, gifts, vintage fashion, antiques, western wear, and regional books.

Livingston is also a home base for river sports, hiking, hunting, rock climbing, skiing, horseback riding, and guided outdoor experiences. Visitors can also take a break to paint pottery with the kids, indulge in a spa treatment, or enjoy a local yoga class. Livingston has free public transport, historic walking tours, bikes for rent, a swimming pool, golf course, bowling alley, skate park, ice skating rink, and playgrounds, trails and parks throughout town.

At night, there are culinary options for every taste, live indoor and outdoor music venues, a vibrant theatre scene, movie theatre, hot springs to star watch from, two breweries, and casual or raucous bars as memorialized in the Jimmy Buffet song “Livingston Saturday Night.” We also host evening music, movie, theatre, and holiday lights festivals.

### *3. What is the strategic role of your DMO?*

*Select all that apply: Destination Marketing, Destination Management, Destination Stewardship, Destination Development.*

#### **Our Role**

The Livingston DMO has multiple strategic roles, often depending on the season.

**Destination Marketing Organization:** During the cooler season months, November through April, we are focused on marketing the Livingston area as an arts and recreation destination and increasing the number of overnight visitors to our area - including those who live in Montana. Our focus is “high value, low impact” visitors who enjoy non-motorized winter recreation, spending at local small shops and restaurants, taking advantage of our arts and culture, and are informed and respectful of local culture and wild habitats. These visitors include fellow Montanans, as we’ve been investing in marketing to our neighbors and seeing those marketing efforts result in increased visitation from in-state residents.

**Destination Management and Stewardship:** During warm season months, May through October, we are focused on improving the visitor and resident experience through destination management and stewardship. Our hospitality business community is often at capacity during these months, and we are looking to develop a multi-stakeholder approach to educate visitors and to maintain the cultural, environmental, economic and aesthetic integrity of our community.

*Based on the strategic role you serve, provide the following information.*

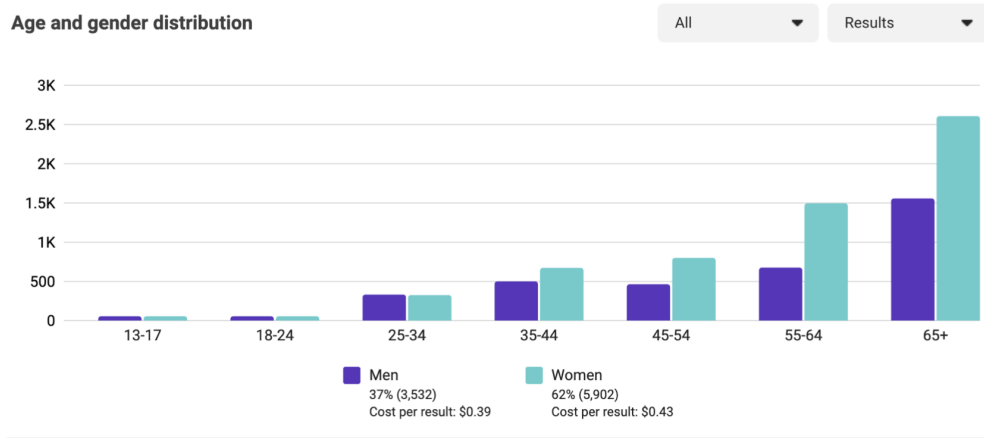


3a. Define your audience(s) (demographic, geographic, and psycho-graphic).

**Findings from FY23 Campaigns and Analytics: Demographic and Geographic Insights**

Our successful Pick Your Path to Paradise marketing campaign during FY23 not only significantly increased traffic to our website, but it also helped us to better understand who was interested in Livingston as a tourism destination and where they lived.

Results from our FY23 marketing campaign showed that we were most successful in reaching women, ages 65+ in our digital campaigns. Below is a snapshot of the age and gender distribution from this campaign.



**Destination Marketing Audience: High-Value, Low Impact Cooler Season Visitors**

Given our destination marketing organization’s goal of attracting high-value, low impact winter/cooler month visitors to the Livingston area, we are focused on “Experience Seekers,” as outlined in the Montana Winter Brand, “Defining the Montana Winter Experience” and confirmed by Destination Analysts, “Montana Profile & Study of the Winter Enthusiast,” 2018.

As Montana communities become busier, more populated, or are not thriving, Experience Seekers - whether they are out-of-state or in-state residents - long for an authentic experience where they will experience both nature plus access to modern and erudite amenities. Livingston is that rare place. Repeat and regional visitors - including those who live in Montana - are more likely to visit in shoulder seasons, return to favorite shops, eateries and hotels and form connections and relationships in the area, creating a more stable income stream for Livingston and Park County year-round.

Below are characteristics of the Experience Seekers, based on the Montana Winter Brand audience and the Montana Winter Enthusiast as outlined by Destination Analysts, ITRR data from 2017 through 2022 during Q1 and Q4, plus Livingston’s FY23 marketing campaign results

and our overall attributes as a vibrant, small town destination for arts, culture, events, history, food and recreation.

DEMOGRAPHIC

- + Age: 25-75+ (sweet spot of ages 55-65+)
- + HHI: \$50K-\$100K or more
- + Couples (focused on women taking the lead in interactions with our marketing)
- + Bachelor’s degree or higher
- + Has taken 2+ domestic vacations in the past 12 months and was active on these trips

GEOGRAPHIC

- + Out-of-State: Wyoming, Colorado (Denver), Minnesota (Minneapolis), North Dakota (Bismarck), Washington (Spokane, Seattle), Utah (Salt Lake City), Idaho (Boise)
- + In-State: Billings, Missoula, Helena, Great Falls

PSYCHOGRAPHICS

Our visitors may often seek one specific outdoor activity but their trip is about much more than one activity. They are unlikely to choose a place that doesn’t have good recreational opportunities - skiing, hiking, etc. - but what will excite them about a place is what else they can experience - i.e., hot springs, arts, culture, good food. This should not be mistaken for them wanting to pack in a little of everything; they don’t. For each trip they want to do a few big things and they want to experience them fully. They also don’t want to be around crowds.

- + Seeks balance between action and reflection
- + Motivated by outdoor recreation—but keeps in mind that outdoor recreation is only one of many activities they enjoy (e.g., wildlife viewing, history, culture, arts, events, food, hot springs)
- + Wants to do multiple activities and experience them fully
- + Feels a unique connection to the natural world that only the cooler season can bring
- + Seeks the authenticity of people and places
- + Doesn’t want to be in booming (and more expensive) Bozeman but appreciates the convenience of it and its airport being nearby

**Destination Management Audience: Warm Season Visitors**

As a destination management organization, our goal is to work collaboratively with other Livingston area entities to educate warm season visitors to encourage high-value/low impact behavior. Although we aren’t planning on marketing Livingston as a destination to this audience, it is helpful to understand who they are as we determine how to best educate them. According to ITRR data from 2017 through 2022, and confirmed by our website and social media analytics, plus our Pick Your Path to Paradise 2022 summer campaign results, overnight, out-of-state visitors to Livingston during Q2 and Q3 have the following characteristics.

DEMOGRAPHIC

- + Age: 25-75+ (sweet spot of ages 55-65+)
- + HHI: \$50K-\$200K or more

+ Couples and families (focused on women taking the lead in interactions with our marketing)

GEOGRAPHIC

+ Out-of-State: Minnesota, Wyoming, Washington, Idaho, Colorado, Oregon, California, New York, Florida, Texas, Arizona, Illinois

PSYCHOGRAPHICS

+ Wanting to experience national parks with Visiting Yellowstone National Park with some also making it Glacier National Park  
+ Interested in spending time doing outdoor-related activities including: day hiking, camping, fishing, watching wildlife, visiting farmer’s markets, biking and visiting hot springs, plus hiring an outfitter

**Destination Stewardship Audience: Livingston Area Organizations**

In order for us to achieve our goal of establishing a sustainable economic development and regional resource stewardship strategy, including a strategic vision and plan for the area’s tourism and hospitality industry, the Livingston DMO is looking to collaborate with local organizations including, but not limited to the following:

Livingston Tourism Business Improvement District (TBID), Downtown Livingston Business Improvement District (LBID), Yellowstone Country, City of Livingston, Park County Montana, Big Sky Passenger Rail Authority, Urban Renewal Agency, Yellowstone Gateway Museum, Livingston Depot Center, Livingston Gallery Association, Elk River Arts and Lectures, Park County Housing Coalition, HRDC, Park Local Development Corp, Northern Rocky Mountain Economic Development District, Prospera, Park County Community Foundation, Park County Environmental Council, Upper Yellowstone Watershed Group, Wild Livelihoods Business Coalition, Take the Paradise Pledge, and a wide range of other local organizations we interact with weekly.

Other key resources include: Montana Downtown Directors, Montana Tourism Matters, Montana Department of Transportation, Montana Office of Tourism and Business Development, and the Montana Tourism Advisory Council. We are also looking to other DMOs who have seen success increasing visitation including Visit Billings.

Although not included within this budget, we are partnering with the City of Livingston as they rebrand their logo and address wayfinding.

*3b. What research supports your DMO strategy?*

Explore Livingston Marketing Campaign and Website Analytics

<https://www.explorelivingstonmt.com/>

Montana Department of Commerce RIS

VisaVue Card Spending and Zartico Card Spend

Consumer Marketing Market Analysis

<https://marketmt.com/Programs/Marketing/The-Montana-Brand>

Institute for Tourism and Recreation Research (ITRR)

<https://itrr.umt.edu/interactive-data/default.php>

Bed Tax Revenue

<https://marketmt.com/Programs/Industry-Services-and-Outreach/Lodging-Facility-Use-Tax>

Yellowstone National Park Visitation

[http://www.tourismresearchmt.org/index.php?option=com\\_traveltrends&view=traveltrends&Itemid=108](http://www.tourismresearchmt.org/index.php?option=com_traveltrends&view=traveltrends&Itemid=108)

Montana Department of Transportation: Airport Deboardings

[http://www.tourismresearchmt.org/index.php?option=com\\_traveltrends&view=traveltrends&Itemid=106](http://www.tourismresearchmt.org/index.php?option=com_traveltrends&view=traveltrends&Itemid=106)

EXPLORE LIVINGSTON FY23 MARKETING CAMPAIGN ANALYTICS

Nov 1, 2022 through April 1, 2023

Campaign name	Region	Results	Reach	Impressions	Cost per result	Amount spent
Path to Winter Paradise	All	9,488 Link clicks	444,970	1,327,997	\$0.41 Link Click	\$3,934.04
	Montana	3,071 [2] Link clicks	66,566	337,227	\$0.34 [2] Link Click	\$1,051.63
	Wyoming	1,509 [2] Link clicks	64,262	240,675	\$0.40 [2] Link Click	\$598.34
	Colorado	1,132 [2] Link clicks	93,193	191,164	\$0.51 [2] Link Click	\$581.76
	Minnesota	969 [2] Link clicks	76,679	165,814	\$0.53 [2] Link Click	\$517.48
	Utah	972 [2] Link clicks	57,861	140,661	\$0.44 [2] Link Click	\$422.99
	Idaho	731 [2] Link clicks	41,092	105,537	\$0.45 [2] Link Click	\$331.68
	Washington	781 [2] Link clicks	32,131	100,648	\$0.39 [2] Link Click	\$308.41
	North Dakota	299 [2] Link clicks	11,265	42,416	\$0.37 [2] Link Click	\$109.76
	Wisconsin	23 [2] Link clicks	1,920	3,843	\$0.52 [2] Link Click	\$11.98
	Unknown ⓘ	1 [2] Link Click	—	12	\$0.02 [2] Link Click	\$0.02

EXPLORE LIVINGSTON WEBSITE ANALYTICS

Nov 1, 2022 through April 1, 2023

Site sessions  
17,155 ↑ 211%

Unique visitors  
14,646 ↑ 208%

Avg. session duration  
2m 43s ↓ 14%

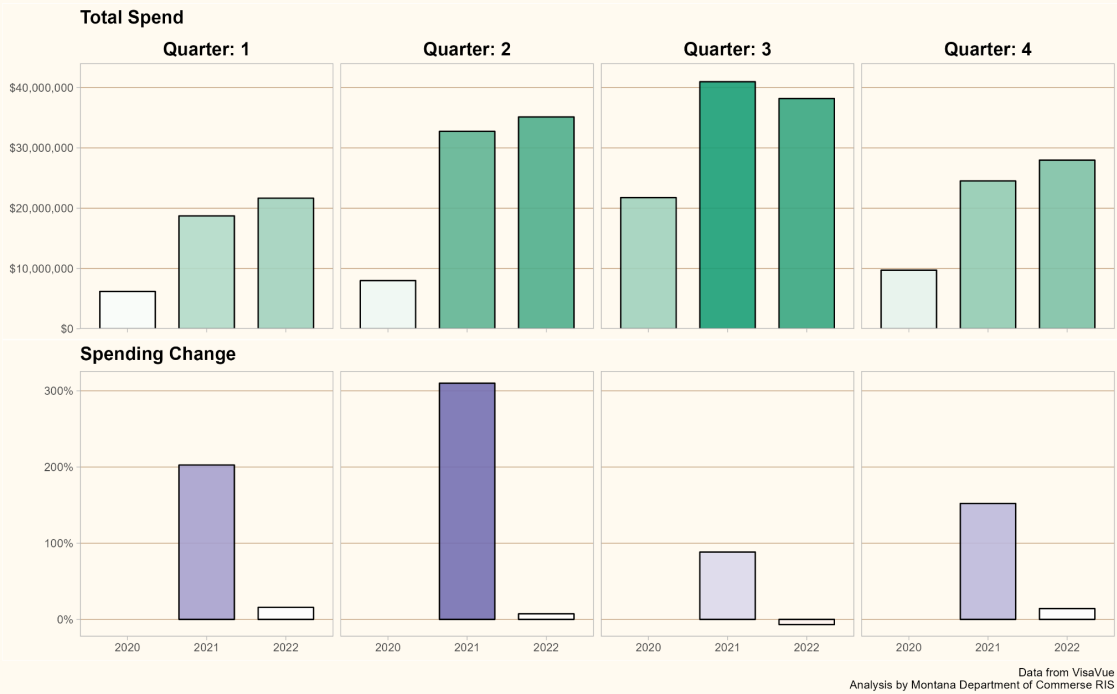
### Sessions over time



## MONTANA DEPARTMENT OF COMMERCE RIS

### VisaVue Card Spending by Quarter

By Non-Residents in Livingston and Paradise Valley





Source: Department of Commerce RIS

**BED TAX REVENUE: LIVINGSTON DMO/CVB**

2022	500,491
2021	519,818
2020	221,836
2019	270,735
2018	270,776
2017	297,629

Source: Montana Department of Commerce, Office of Tourism

**YELLOWSTONE NATIONAL PARK VISITATION**

2022	3,290,242
2021	4,860,242
2020	3,806,306
2019	4,020,288

2018	4,115,000
2017	4,116,524

Source: National Park Service Public Use Statistics Office

**AIRPORT DEBOARDINGS (BOZEMAN YELLOWSTONE AIRPORT)**

2022	1,129,016
2021	966,492
2020	443,466
2019	788,154
2018	671,367
2017	599,176

Source: Montana Department of Transportation

*3c. What are your emerging markets?*

Our destination marketing organization’s primary target audience and emerging market is the Experience Seeker; the high-value, low-impact cooler season visitor, that we have outlined in 3a.

Emerging geographical markets for the Experience Seeker, based on ITRR data and our website analytics, include: Chicago, New York and Portland, plus British Columbia; Alberta; and Saskatchewan, if budgets allow.

Other emerging segments that we are interested in attracting to Livingston are noted below, all of which either complement or are subsets within the Experience Seeker:

- Arts and culture enthusiasts who appreciate arts pairing theatre, film festivals, music festivals, art walks, and book readings with restaurant and hotel stays. A subset of the arts audience is literary, history, and arts tourism with bookstore and art gallery visits, readings, self guided or in person history tours, and information about Livingston’s noted writers, with overlapping movie and music ties. Arts attractions have a lower impact on the environment and are less reliant on weather and other occurrences outside our control.
- Year-round outdoor enthusiasts (cross country, backcountry and downhill skiers, snowshoers, Yellowstone winter visitors, hikers, campers, climbers, bikers, ice skaters) with access to rental equipment and locals’ adventure recommendations.

- Foodie and farm-to-table visitors who enjoy our restaurants, boutique health markets, farmer's markets and farm-to-table programs (school, hospital, food pantry, local ranchers, aquaponic and greenhouse producers)..
- Eco-tourists focused on footprint reduction (including local public transport and bike rentals, minimizing single plastic use, recycling) and healthy food choices (some overlap with food conscious marketing).
- Two-wheel travelers including ebikers, mountain and road bicyclists who are attracted to the many trails in Park County, especially during the months of April and November. A bucket list experience is also the brief Yellowstone Park spring bicycling window to enjoy biking on roads without auto traffic.

One other future, emerging market to note is the potential of attracting regional and smaller conferences during the cooler season. Construction of a lodging facility with a meeting room in Livingston is underway and will eventually provide some additional capacity to support attracting this potential market.

#### *4. Define and describe your overall goals.*

*A goal is an idea of the future or desired result that a person or group of people envisions, plans and commits to achieve.*

Livingston DMO has three important goals in its fourth year, each related to our strategic roles.

- Destination Marketing: Continue to attract high-value, low impact visitors to the Livingston area during the winter/cooler months to address our current seasonality challenges with overcrowding, flooding and/or fire impacts in the warm season months and lack of tourism in the cooler months.
- Destination Management: Educate visitors to encourage them to embrace high-value/low impact behavior in support of our sustainable tourism challenges.
- Destination Stewardship: Develop a five-year strategic vision and plan, working with other local organizations to increase the overall resiliency of Livingston's hospitality industry.

#### *4a. Describe proposed tactics and projects as related to overall goals and controlled by the organization in its financial statements.*

Destination Marketing Goal: Continue to attract high-value, low impact visitors to the Livingston area during the winter/cooler months to address our current seasonality challenges with overcrowding, flooding and/or fire in the warm season months and lack of tourism in the cooler months.

Overall Objective: Increase year-over-year lodging tax collections and visitor spending in the cooler months for the Livingston DMO.



Proposed Tactics and Projects: Develop and execute a cool season marketing campaign, building on the success of the FY23 cool season marketing campaign, highlighting the mixture of small town experiences that includes arts, culture, events, history, food and recreation, reaching the Experience Seeker target audience through paid, owned and earned media tactics.

Paid media tactics to include: Digital advertising, social media and print/magazine advertising reaching target audiences; plus TBD joint venture marketing opportunities.

Owned media tactics to include: Content, video, photography and winter itineraries shared on website, social media platforms and email marketing campaigns.

Earned media tactics to include: Working with influencers, journalists and photographers to be included in their stories. Livingston DMO is tagged multiple times daily by local and traveler media entities, providing a wide breadth of organic, timely, authentic content at no cost other than social media management time.

Destination Management Goal: Educate visitors to encourage them to embrace high-value/low impact behavior in support of our sustainable tourism challenges.

Overall Objective: Create awareness of our “Livingston Like A Local” (working title) campaign among visitors, new residents and locals and increase year-over-year website traffic and social engagement.

Proposed Tactics and Projects: Develop and execute a “Livingston Like A Local” (working title) campaign, educating visitors and connecting with locals about Livingston’s unique but imperiled small town culture and environmental assets. Connect with our warm season visitors both before they arrive through our website, eblasts, and social media platforms and eye-catching visuals throughout the community. Communication includes personal responses to phone calls, emails, and social media contacts, which are increasingly frequent although our DMO is not the Visitors Center in Livingston.

Owned media tactics to include: Content, video, photography and visuals shared on website, social media platforms and email marketing campaigns.

Earned media tactics to include: Distributing “Livingston Like A Local” swag. Working with influencers, journalists and photographers to be included in their stories.

Destination Stewardship Goal: Develop a five-year strategic vision and plan, working with other local organizations to increase the overall resiliency of Livingston’s hospitality businesses.

Overall Objective: Proceed with strategic vision planning to build year-round economic resiliency with input from the Livingston area tourism and hospitality stakeholders.

Proposed Tactics and Projects: Tactics expected to include the following: incorporate key learnings and best practices from other strategic planning and resiliency work being conducted across the state; form steering committee of stakeholders; review existing ITRR research and other community-wide data; distribute survey to understand and measure Livingston area hospitality and tourism related businesses's thoughts on tourism; conduct listening sessions with community members to gather input; analyze and summarize findings into key takeaways; outline plan and share with stakeholders for review and adoption.



# Annual Report & Budget FY23/24

## Mission Statement

The Livingston Business Improvement District (LBID) enhances the vitality of downtown Livingston by facilitating commerce, enhancing streetscapes, conducting maintenance and improving security and safety.

## Vision

The LBID seeks to be one of the motivating forces behind a successful business district which preserves our historic downtown, enriches our culture and continues to improve and maintain the physical appearance and aesthetics of the District in order to continue to attract long-term and viable businesses, invigorate community activity and enhance visitor experiences.



## Organizational Structure

In 2011, more than 60% of property owners within the proposed LBID boundaries signed a petition in favor of a District and the Livingston City Commission approved its formation. The LBID was formed and boundaries within the District were established. The stated purpose of the LBID is to promote the health, safety, prosperity, security and general welfare of the inhabitants of the City of Livingston and the District. Listed within the City of Livingston Resolution 4178, the LBID will also: 1) facilitate an improved business climate; 2) improve the functional characteristics of the business district; 3) conserve the historic district; and, 4) develop a strong, aggressive marketing program.

Pursuant to MCA 7-12-1141, on December 15, 2020, the LBID was unanimously renewed by Livingston City Commission Resolution 4932 from March 2021 to March 2031.



# Annual Report & Budget FY23/24

## **LBID Board**

The LBID is governed by a seven-member Board of Trustees with each member serving a term of four years. The Livingston City Commission approves new or re-applying board members when terms expire. The 2023 LBID Board includes District property owners (or their designees):

- Dale Sexton, Chair – Owner of Dan Baileys Outdoor Co.
- Tyler Erickson, Vice Chair – Owner of American Bank
- Megan Eubank – Owner of Eubank Creative
- Dale Hopkins – Owner of the Kitchen Shop on Main
- James Langteaux – Owner of Tru North Cafe
- Brian Menges – Owner of 2<sup>nd</sup> Street Bistro, Murray Bar and Gils Goods
- Lauren Silano – Owner of Neptune’s Taphouse & Eatery

LBID’s Executive Director is supervised by the board and her services and administration expenses are shared by the Explore Livingston Coalition.

Board Meeting agendas and Minutes are noticed at <https://www.downtownlivingston.org/meeting-minute-archive>

Website <https://www.downtownlivingston.org/>

Facebook <https://www.facebook.com/DowntownLivingstonMontana/>

Instagram [https://www.instagram.com/livingston\\_bid/](https://www.instagram.com/livingston_bid/)

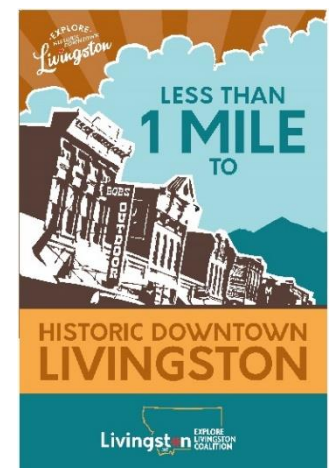
Hashtags #DowntownLivingstonMT #LifelsDowntown

## **FY22/23 Achievements and Challenges**

**District Sidewalk Garbage Removal** – The history of the sidewalk garbage receptacles predates the LBID, with individual businesses sponsoring the installation and emptying of the black metal containers (and two green ones near American Bank) outside their business. Over the years, a total of 30 hand-crafted metal receptacles have been installed with the URA paying for the receptacle, the City of Livingston overseeing bolting them safely to the sidewalk, and the LBID hiring contract staff to empty thousands of pounds of garbage by hand. The City empties alley way garbage accessible by vehicle, but the sidewalk garbage must be emptied by hand. *This year, the LBID Board has identified removal of garbage from Downtown sidewalk receptacles as the #1 priority.* Use of these receptacles continues to increase as food and beverage takeout increased over the pandemic, visitors and downtown residents use them to dump household and vehicle garbage bags, the unhoused population increases, and there are more Downtown public events with alcohol and food containers. The City of Livingston provides overflow bins for when the Transfer Station is closed on busy summer weekends. Having stable contract staffing to check them frequently, most days in the

summer, has been a significant challenge. The board and Executive Director have been personally emptying the cans but recently a new contractor has been appointed, and there is a separate work truck for this task.

**Flower Basket Program** – Increasing from its humble beginnings of 24 baskets in 2016, this summer 34 baskets have been grown and maintained on the downtown light poles within the District through a contract with a local grower Heather's Garden Service. Adjustments were made this year by contracting both growing and watering the baskets with Heather's Garden Service. Previously the Downtown Maintenance Contractor watered flowers as well as emptying garbage, and performing graffiti remediation and banner installation, so this increases vehicle expenses with two old work trucks insured, but increases efficiency as the flower grower is exclusively dedicated to healthy flowers. They use a second old LBID truck (donated to the City and this year donated back to LBID) and watering system, which includes tanks and pumps for watering. These services typically occur in the early hours of the morning. The City of Livingston Urban Renewal Agency (URA) previously paid for the annual cost to grow the flowers but stopped doing so this season, so the number of baskets was reduced from the previous year's 44 to 34 baskets. A request for the 23/24 FY City of Livingston budget to include those funds was recently approved, so next summer should return to 44 baskets.



**Banner Program** - LBID has designed, approved and had over a dozen banner designs produced since the program began. Spring/Summer-themed banners are installed from April through late September and winter-themed banners are installed from October through April. **In 2023 we added wayfinding banners leading into the Downtown District.** The LBID Banner Program is intended to identify the downtown service area; add character and vitality to the downtown streetscapes; and, publicize a diverse range of events, activities and attractions. Approved banners for local nonprofit events and programs can be displayed in the downtown area for a nominal fee. This funding mechanism supports future banner bracket purchases and other downtown equipment and beautification needs.





**Lamp Post Holiday Snowflake Decorations** – In a program begun in 2020, 4-foot and 3-foot LED snowflake lights are now hung and lit on downtown lamp posts by LBID annually, from November to February. These were selected to withstand high winds and snow and have a timeless, classy winter appeal beyond just the holidays. In 2021, in collaboration with the Holiday Lights Committee and Tourism Improvement District (TBID) additional snowflake decorations were purchased (in a different design and size that complement the original snowflake designs) for a total of 89.



**Graffiti Remediation** – With graffiti incidents tripling in the past year in the historic downtown LBID boundaries, and turnover in Downtown maintenance contractors, we have struggled to keep up with the amount of District graffiti. With a new contractor in 2023, we hope to be able to methodically address older graffiti and identify and remove new graffiti in a timely fashion.

**District Business Support** - Including shop local and safety banners and posters; information about relevant happenings such as downtown construction and safety issues; and support, training, business and funding opportunities.

**Media Outlet Relationships** - Frequent communication with television and print media to promote Livingston, the District, businesses, events and area news.

**Online and Social Media Presence** - Through social media posts and videos, we promote District businesses' events and news - and the area - to increase commercial traffic. The LBID website is frequently updated with resources and opportunities for District business support and the business focused e-newsletter – periodically produced and distributed - includes links to time sensitive and relevant resources.

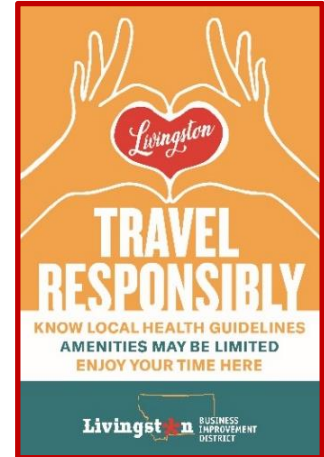
**Leveraging Resources through Grant Requests** In partnership with the Destination Management Organization (DMO) Tourism Destination Recovery grants of over \$20,000 annually for both 2022 and 2023 were funded through the Department of Commerce to market the 2-day Yellowstone Harvest Festival in September, with the music ending at 7 pm so attendees may dine, shop and support downtown businesses and area hotels.





# Annual Report & Budget FY23/24

**Coordinating Tourism Effort Partnerships** – LBID is the lead nonprofit organization in overseeing the Explore Livingston Coalition in partnership with the Livingston Destination Management Organization (DMO) and Tourism Business Improvement District (TBID). The three groups share administration, marketing, planning, and resource development to amplify their annual budgets and impact. Together they promote Livingston, including Downtown Livingston, through beautification, economic development and marketing events to increase tourism, create visitor education campaigns, and Destination Management stewardship projects.



### Downtown Master Plan

The LBID is pleased that the long-overdue Downtown Master Plan has been funded by outside sources and will additionally include a Downtown parking and housing study, funded by the URA. The Plan will be overseen by the Livingston City Planning Department. LBID participated in a committee reviewing plan RFPs and recommending a firm for the contract, LBID quickly put together a Downtown Master Plan webpage (which may be migrated elsewhere) and community outreach materials to capture community feedback in a survey during the busy July 4 week. LBID will continue to participate in feedback and support all efforts to strengthen community involvement.

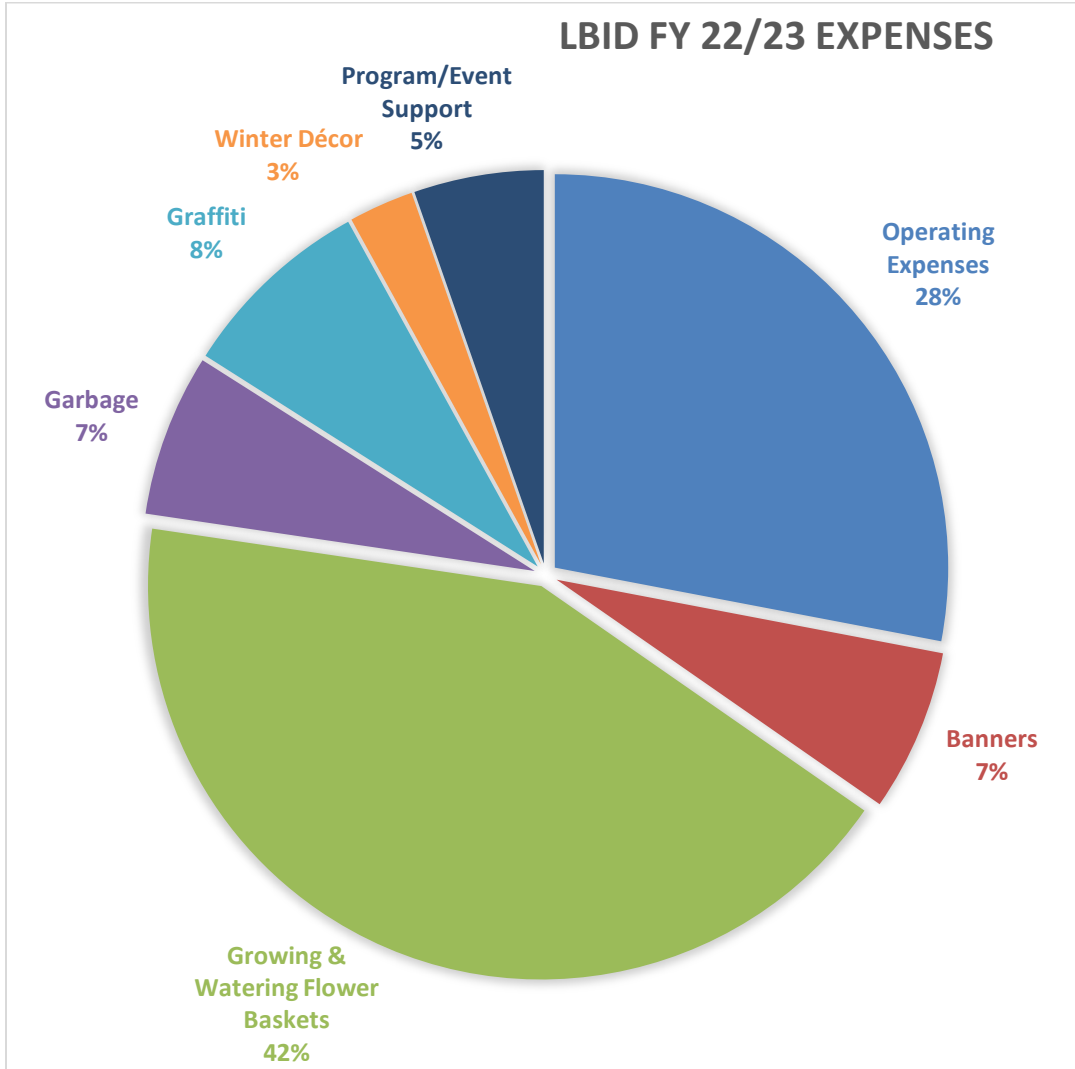
**Downtown and Area Events Financial Support** – The Flower Baskets program and Downtown Contractor expenses have doubled due to supply and staffing cost increases, so in the coming fiscal year, LBID’s grant program will be paused until a responsible reserve fund and stable profit and loss balance can be achieved. Past Support has included: the Hoot music festival, Windrider Public Transit Program, Green Door Gallery Mural Art Project, Active Transportation Farmers Market Sponsorship, Holiday Story Walk, Night Owl Run, Tap Into MT Brew Fest, Depot Christmas Tree Lights, Art Walks, Farmer’s Markets, and many more. LBID also provided grant assistance for District associated programs or projects that align with LBID’s mission.

### Miscellaneous Collaborations

- Multiple letters in support related to various Livingston and Park County community projects, such as the Downtown Elks Lodge rehabilitation.
- In coordination with the URA, participation in utility box wrap program.



Last FY 22/23 Expenses as below, FY 22/23 Profit and Loss statement also attached







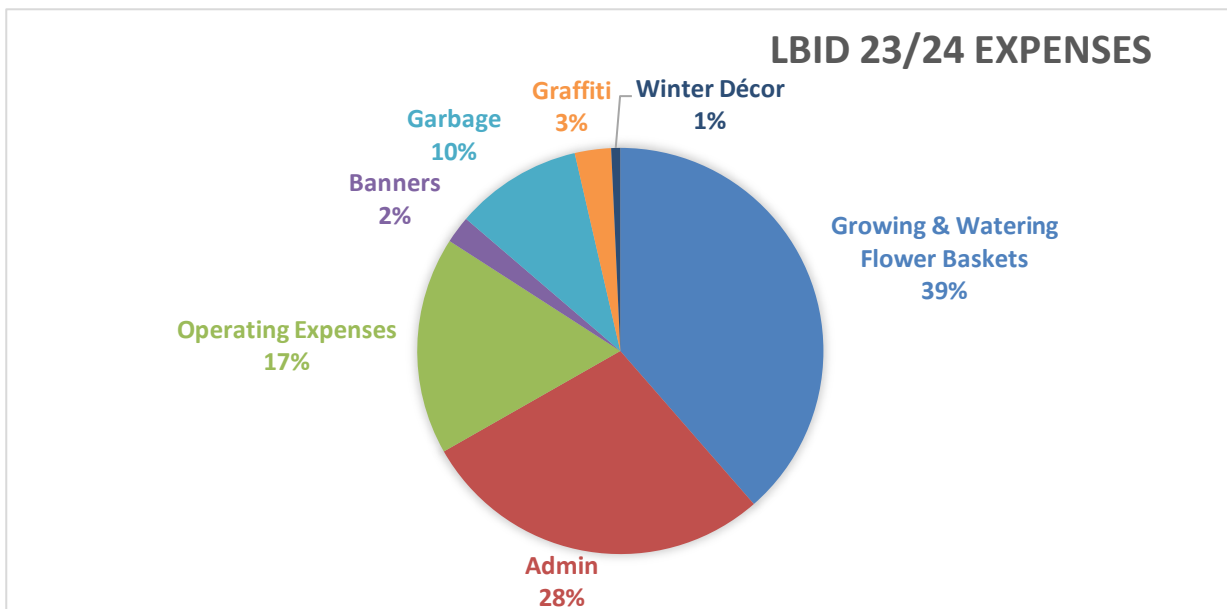
# Annual Report & Budget FY23/24

## Proposed FY22/23 Budget

The LBID programs and services are funded by an annual special assessment of property owners within the District boundaries. Commercial and partially commercial properties are subject to the BID assessment. Exclusively residential properties, properties used for manufacturing and properties determined to be exempt from real estate taxes are not assessed. As of 2022, there were 224 property owners within the District contributing to the tax base. Taxes paid by property owners are based on the footprint of the property within the District.

The LBID assessment is applied to the annual property tax bills and is collected by the City of Livingston as part of property taxes. The funds are held by City Finance Office in a segregated account and disbursed to the LBID checking account at a separate financial institution. The current District budget for enhancement, facilitation, promotion and maintenance is approximately \$44,000 per year. There are deferred admin and program costs that were in reserves pending City Budget approval and new Downtown Contractor, so the available funds plus income for the coming fiscal year are:

Expected FY LBID Tax Assessments	\$44,000
City Flower Contribution	\$10,200
Reserves for Deferred Expenses at FY start	\$13,000
Banner Program Income	\$2,000
<b>Total Income/Available Funds</b>	<b>\$69,200</b>





## Annual Report & Budget FY23/24

LBID FY23/24 Draft Budget	Estimates
Expected FY LBID Tax Assessments	\$44,000
City Flower Contribution	\$10,200
Beginning Estimated Balance July 1, 2023	\$13,000
Banner Program Income	\$2,000
<b>Total Income/Available Funds</b>	<b>\$69,200</b>

### Operating

Accounting/Bookkeeping	\$3,000
Advertising	\$275
Bank Fees	\$25
Insurance	\$2,700
Marketing/Design	\$1,000
Office Supplies	\$200
Annual Conferences	\$800
Executive Director	\$16,500
Dues and Licenses	\$300
Other Office/Admin Expenses	\$3,000
Hardware supplies	\$400
Vehicle Expenses	\$1,500
Shared office and Storage Unit Rent	\$1,800
<b>Total Operating Expenses</b>	<b>\$31,500</b>

### Program

Banners	\$1,500
Flower Baskets	\$21,700
Flower Basket Watering	\$5,000
Garbage	\$7,000
Graffiti	\$2,000
Winter Decorations	\$500
Program/Event Grant Support	\$0
Reserves – <i>any saved funds will go here</i>	\$0
<b>Total Program Expenses</b>	<b>\$37,700</b>
<b>Total Expenses for Fiscal Year</b>	<b>\$69,200</b>

## Profit &amp; Loss

July 2022 through June 2023

	Jul '22 - Jun 23
Ordinary Income/Expense	
Income	
LBID District Tax Income	
Fiscal 2022	17,346.02
Fiscal 2023	28,786.30
Total LBID District Tax Income	46,132.32
Program Income	
Banner Rental Fees	2,180.26
Total Program Income	2,180.26
Total Income	48,312.58
Expense	
Grants Paid Out	
Night Owl Run	500.00
Windrider Transit	3,000.00
Total Grants Paid Out	3,500.00
Operating Expenses	
Accounting	1,350.00
Advertising	229.16
Bank Fees	25.85
Insurance	
Auto & Truck	685.00
Contents Insurance	1,191.38
Directors & Officers	795.00
Total Insurance	2,671.38
Marketing/Design Services	500.00
Office Supplies	382.04
Outside Services	
Consulting	8,000.00
Total Outside Services	8,000.00
Post Office Box Rental	166.00
Printing & Reproduction	193.61
Repairs & Maintenance	728.23
Supplies	236.47
Truck Maintenance	30.00
Website	658.87
Total Operating Expenses	15,171.61
Program Expenses	
Banners	1,706.26
Flowers Program	20,259.25
Fuel	704.48
Garbage Removal	4,680.00
Graffiti Mitigation	505.00
Holiday Decorations	590.68
Total Program Expenses	28,445.67
Total Expense	47,117.28
Net Ordinary Income	1,195.30
Net Income	<b>1,195.30</b>



**BUILDING A  
BETTER  
COMMUNITY**

# HRDC

thehrdc.org



e: hello@

July 31, 2023

Jennifer Severson  
Planning Director  
City of Livingston  
220 E. Park St.  
Livingston, MT 59047

**Re: HRDC Comment on Proposed Planned Unit Development Ordinance**

Ms. Severson and City of Livingston Commissioners:

Thank you for the opportunity to review and comment upon the proposed Planned Unit Development Ordinance. HRDC appreciates and supports the City of Livingston’s efforts to enact regulations that align with the City’s Growth Policy and its recent addendum, the 2022 Park County Housing Action Plan (HAP). Recent staff reports have connected the proposed ordinance to objectives in the Growth Policy, which we will not reiterate here. HRDC would like to emphasize two recommendations of the HAP that reinforce the value in creating incentives and thoughtfully amending zoning regulations as part of a comprehensive housing strategy:

- o HAP recommendation #5 is to employ density bonuses to promote infill development that is affordable to Livingston residents.
- o HAP recommendation #9 is general zoning reform and the implementation of flexible development standards.

HRDC commends the City of Livingston for offering incentives to developers who deed-restrict 10% of units within a proposed PUD for those earning 100% Area Median Income (AMI) or less and/or to developers who create deed-restricted units available to those earning 60% AMI or less. We also applaud the inclusion of an incentive that is available exclusively for developers creating homes for those earning 60% AMI or less. Tying specific, income-based requirements to high-value incentives and offering these incentives in the right locations will provide the clearest pathways for developers to build homes that meet our community’s needs.

While HRDC supports the intention motivating and work put into creating this PUD Ordinance, we wonder how the City of Livingston’s Planning Department decided upon the proposed suite of public benefits and incentives. Were members of the development community consulted as part of this process? Are the proposed incentives likely to encourage developers to create affordable housing, particularly when they can provide other benefits to access the proposed incentives? HRDC’s primary interest in asking these questions is that the proposed ordinance is utilized and provides maximum benefits to the community.

HRDC would like to note that the HAP also recommends the completion of a code audit, if the City of Livingston has the opportunity to engage in that process. A code audit would ensure that changes to existing regulations are clear, complementary, and comprehensive, balancing incentives and limits to foster the creation of a built environment that meets the community's needs for housing.

Last week, the Livingston Enterprise published an article noting that HRDC is moving forward with convening a steering committee and hiring a Program Manager to lead the Park County Housing Coalition. Part of the Program Manager's role includes consulting with local governments and the development community on crafting regulations. HRDC is working to bring additional capacity to this effort as early as this fall and hopes to collaborate more with the City's Planning Department.

**Specific Comments**

In addition to articulating our broad support for this effort and general questions about whether the development community has been sufficiently engaged, we have outlined some specific comments below.

**Proposed Section 30.47.B**

**Refine objective 5, "Reduce vehicular trip generation through mixed use development and enhanced multi-modal connectivity" to emphasize accessibility.** Growth Policy objective 8.1.2 is to "Make streets safe for all modes of transportation when planning for future developments and rehabilitation of existing transportation infrastructure." The focus of this objective and its three supporting strategies is not simply on reducing vehicular trip generation, but also enhancing accessibility for people of all physical abilities at all stages of life. Multi-modal connectivity may overlap with but is not synonymous with accessibility, both in terms of access to important destinations and the ability of all community members to utilize new infrastructure.

Example language: "Reduce vehicular trip generation and increase destination accessibility through mixed use development and enhanced multi-modal connectivity."

**Strengthen and clarify objective 6, "Promote affordable/ workforce housing" based on what the regulation is trying to achieve.**

Example language: "Promote the development of housing affordable to Livingston residents earning equal to or less than 100% Area Median Income as set for Park County by the Department of Housing and Urban Development."

**Recommend adding an objective promoting the diversification of our community's housing stock,** in alignment with Growth Policy objective 5.1.4: "Promote a mix of housing within neighborhoods that supports a variety of household income levels, household age groups, and housing types." The Growth Policy acknowledges that 73% of homes in Livingston are single-unit structures and that all of the building permits issued between 2008 and 2018 were for single-family or townhouse style homes. The HAP notes that average household sizes are small (2.07 persons) in the county and that there are 1.65 single-person households for every studio or one-bedroom unit.

Example language: "Promote a mix of housing that supports a variety of household income levels, household sizes, household age groups, and housing types."

**Proposed Section 30.47.C.4**

HRDC supports the inclusion of appropriately scaled and locally compatible Light Industrial as an allowed use within PUDs, along with similar commercial development. Thoughtfully allowing these uses in predominantly residential areas has the potential to increase neighborhood vibrancy, increase destination accessibility, and allow for home occupations like daycares or workshops that are characteristic of the community and can provide valuable community services and income streams for residents.

**Proposed Section 30.47.E**

HRDC has several recommendations for information to require either as part of PUD applications or as conditions of approval, to ensure that the proposed ordinance has its intended effects. This information includes:

- documentation ensuring units designated as affordable will remain so in perpetuity,
- plans to ensure that prospective renters and/or owners do not exceed AMI limits for affordable units, and
- evidence that affordable units are to be exclusively occupied by the property owner or long-term leaseholder.

The Planning Department should also give consideration to two other related topics. First, is that incomes differ substantially between those in Park County who rent their homes and those who own their homes. Renters in Park County generally earn less than their home-owning counterparts, which can impact which AMI bracket they fall into. Second, is that compliance requirements will need to be established for affordable housing units created under the proposed ordinance and consideration given to what entity and/or individuals will be responsible for ensuring ongoing compliance.

Lastly, the language in this section and in section 30.47.C.4 suggest that a site plan would not necessarily be required as part of all PUD applications. We recommend that a site plan be a required component for all PUD applications, not just those contemplating the inclusion of light industrial. We also recommend a provision that site plans must identify any and all public benefits to the extent possible, including affordable housing units, open space, and features that would reduce vehicle trips and enhance multi-modal transportation and/or destination accessibility.

**Proposed Sections 30.47.F.2.a, 30.47.F.2.b, and 30.47.F.2.c**

The proposed evaluation criteria for PUD applications could be strengthened, to better reflect the objectives of the ordinance and spotlight the extent of public benefits provided. There are three proposed criteria for approval, one of which encourages alignment with the Growth Policy, and two others considering the impacts on neighboring properties and whether they have been effectively mitigated. We do not have recommended language, but alignment or parallels with existing criteria for variances and/or conditional use permits would provide

consistency across processes and clarity for City staff, decision makers, applicants, and members of the public.

Thank you for your efforts to enact the City of Livingston's Growth Policy, including the recently adopted 2022 Park County Housing Action Plan. We understand how important it is to get regulations right prior to implementation and thank you for the consideration of these comments.

Respectfully,

Katherine Daly

Community Development Department  
Contract Program Manager

---

p: 406.587.4486

e: [hello@thehrdc.org](mailto:hello@thehrdc.org)

a: 32 South Tracy  
Bozeman, Montana 59715



**File Attachments for Item:**

**G. RATIFICATION OF CLAIMS PAID 7.27.2023 TO 8.9.2023**



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>A-1 MUFFLER, INC.</b>							
2	A-1 MUFFLER, INC.	73010	GMC TUNE UP	08/02/2023	625.00	625.00	08/09/2023
Total A-1 MUFFLER, INC.:					625.00	625.00	
<b>AAA CLEANING, LLC</b>							
3727	AAA CLEANING, LLC	2023.7	330 BENNETT CLEANING	07/31/2023	156.25	156.25	08/09/2023
3727	AAA CLEANING, LLC	2023.7	330 BENNETT CLEANING	07/31/2023	156.25	156.25	08/09/2023
3727	AAA CLEANING, LLC	2023.7	330 BENNETT CLEANING	07/31/2023	156.25	156.25	08/09/2023
3727	AAA CLEANING, LLC	2023.7	330 BENNETT CLEANING	07/31/2023	156.25	156.25	08/09/2023
3727	AAA CLEANING, LLC	2023.7	220 E PARK CLEANING	07/31/2023	2,000.00	2,000.00	08/09/2023
Total AAA CLEANING, LLC:					2,625.00	2,625.00	
<b>ADVANCED ENGINEERING &amp;</b>							
3605	ADVANCED ENGINEERING &	88562	PROFESSIONAL SERVICES	07/11/2023	586.50	586.50	07/31/2023
Total ADVANCED ENGINEERING &:					586.50	586.50	
<b>ALL SERVICE TIRE &amp; ALIGNMENT</b>							
22	ALL SERVICE TIRE & ALIGNME	66417	New Tires	07/10/2023	1,285.00	1,285.00	07/31/2023
22	ALL SERVICE TIRE & ALIGNME	66420	New TireS	07/10/2023	64.00	64.00	07/31/2023
22	ALL SERVICE TIRE & ALIGNME	66474	Flat repair	07/17/2023	20.00	20.00	07/31/2023
22	ALL SERVICE TIRE & ALIGNME	66536	Flat repair	07/25/2023	6.00	6.00	08/09/2023
Total ALL SERVICE TIRE & ALIGNMENT:					1,375.00	1,375.00	
<b>ALPINE ELECTRONICS RADIO SHACK</b>							
402	ALPINE ELECTRONICS RADIO	10029366	FILES	07/11/2023	17.95	17.95	07/31/2023
402	ALPINE ELECTRONICS RADIO	10293660	WEB CAM	07/19/2023	37.99	37.99	07/31/2023
402	ALPINE ELECTRONICS RADIO	10293792	INK	07/24/2023	99.98	99.98	07/31/2023
Total ALPINE ELECTRONICS RADIO SHACK:					155.92	155.92	
<b>ALSCO</b>							
10005	ALSCO	LBIL1869576	MATS	07/14/2023	11.95	11.95	07/31/2023
10005	ALSCO	LBIL1869576	MATS	07/14/2023	11.95	11.95	07/31/2023
10005	ALSCO	LBIL1869576	MATS	07/14/2023	11.95	11.95	07/31/2023
10005	ALSCO	LBIL1869576	MATS	07/14/2023	11.94	11.94	07/31/2023
10005	ALSCO	LBIL1873346	330 BENNETT	07/31/2023	11.95	11.95	08/09/2023
10005	ALSCO	LBIL1873346	330 BENNETT	07/31/2023	11.95	11.95	08/09/2023
10005	ALSCO	LBIL1873346	330 BENNETT	07/31/2023	11.95	11.95	08/09/2023
10005	ALSCO	LBIL1873346	330 BENNETT	07/31/2023	11.94	11.94	08/09/2023
10005	ALSCO	LBIL1873566	220 E PARK	07/31/2023	100.86	100.86	08/09/2023
Total ALSCO:					196.44	196.44	
<b>AMERICAN AUTOMOTIVE</b>							
3378	AMERICAN AUTOMOTIVE	5259	AXLE SHAFT	07/11/2023	432.79	432.79	07/31/2023
3378	AMERICAN AUTOMOTIVE	5262	SHOCKS	07/31/2023	562.93	562.93	08/09/2023
3378	AMERICAN AUTOMOTIVE	5341	TIMING SOLENOID	07/27/2023	515.71	515.71	08/09/2023
3378	AMERICAN AUTOMOTIVE	5355	WATER PUMP	08/01/2023	557.15	557.15	08/09/2023
Total AMERICAN AUTOMOTIVE:					2,068.58	2,068.58	
<b>BE LIMITLESS FUTBOL SCHOOL LLC</b>							
10004	BE LIMITLESS FUTBOL SCHOO	5	CAMP 2023	07/05/2023	9,721.55	9,721.55	07/31/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BE LIMITLESS FUTBOL SCHOOL LLC:					9,721.55	9,721.55	
<b>BETTER DAYS CLEANING</b>							
10004	BETTER DAYS CLEANING	1229	CLEANING PD	07/30/2023	875.00	875.00	07/31/2023
Total BETTER DAYS CLEANING:					875.00	875.00	
<b>BILLINGS CLINIC OCCUPATIONAL HEALTH</b>							
10000	BILLINGS CLINIC OCCUPATION	47EM295	SCREENING	06/30/2023	364.00	364.00	07/31/2023
Total BILLINGS CLINIC OCCUPATIONAL HEALTH:					364.00	364.00	
<b>BOUND TREE MEDICAL, LLC</b>							
2662	BOUND TREE MEDICAL, LLC	84903600	Patient Supplies	03/27/2023	201.36	201.36	07/31/2023
2662	BOUND TREE MEDICAL, LLC	84920846	Patient Supplies	04/11/2023	399.99	399.99	07/31/2023
2662	BOUND TREE MEDICAL, LLC	84928490	Patient Supplies	04/18/2023	126.07	126.07	07/31/2023
2662	BOUND TREE MEDICAL, LLC	84934508	Patient Supplies	04/24/2023	934.97	934.97	07/31/2023
2662	BOUND TREE MEDICAL, LLC	84934509	Patient Supplies	04/24/2023	210.50	210.50	07/31/2023
2662	BOUND TREE MEDICAL, LLC	84950139	Patient Supplies	05/08/2023	298.14	298.14	07/31/2023
2662	BOUND TREE MEDICAL, LLC	85019545	Patient Supplies	07/11/2023	64.71	64.71	07/31/2023
2662	BOUND TREE MEDICAL, LLC	85030816	Patient Supplies	07/20/2023	315.26	315.26	07/31/2023
Total BOUND TREE MEDICAL, LLC:					2,551.00	2,551.00	
<b>BRIDGER PRECAST LLC</b>							
10005	BRIDGER PRECAST LLC	0001033-IN	GRADE RING	07/12/2023	747.64	747.64	07/31/2023
Total BRIDGER PRECAST LLC:					747.64	747.64	
<b>BRUCE E. BECKER, P.C.</b>							
10000	BRUCE E. BECKER, P.C.	2023.7.31	Contracted service	07/31/2023	4,000.00	4,000.00	08/09/2023
Total BRUCE E. BECKER, P.C.:					4,000.00	4,000.00	
<b>CANON FINANCIAL SERVICES, INC</b>							
1747	CANON FINANCIAL SERVICES, I	30915197	Printer	07/12/2023	29.31	29.31	08/09/2023
1747	CANON FINANCIAL SERVICES, I	30915198	Printer	07/12/2023	29.75	29.75	08/09/2023
Total CANON FINANCIAL SERVICES, INC:					59.06	59.06	
<b>CARQUEST AUTO PARTS</b>							
23	CARQUEST AUTO PARTS	1912-582771	HEX BIT	06/06/2023	33.87	33.87	08/09/2023
23	CARQUEST AUTO PARTS	1912-582824	oil ABSORB	06/06/2023	27.78	27.78	08/09/2023
23	CARQUEST AUTO PARTS	1912-582837	Battery	06/06/2023	133.32	133.32	08/09/2023
23	CARQUEST AUTO PARTS	1912-582863	BATTERY	06/07/2023	372.50	372.50	08/09/2023
23	CARQUEST AUTO PARTS	1912-582914	SERP BELT	06/07/2023	92.95	92.95	08/09/2023
23	CARQUEST AUTO PARTS	1912-583590	DEF	06/14/2023	139.90	139.90	08/09/2023
23	CARQUEST AUTO PARTS	1912-583636	OIL	06/14/2023	186.75	186.75	08/09/2023
23	CARQUEST AUTO PARTS	1912-583637	ANTIFREEZE	06/14/2023	19.94	19.94	08/09/2023
23	CARQUEST AUTO PARTS	1912-583683	HITCH PIN	06/15/2023	79.11	79.11	08/09/2023
23	CARQUEST AUTO PARTS	1912-584350	LUBE	06/22/2023	37.44	37.44	08/09/2023
23	CARQUEST AUTO PARTS	1912-584354	LUBE	06/22/2023	9.09	9.09	08/09/2023
23	CARQUEST AUTO PARTS	1912-584389	BRAKE PADS	06/22/2023	62.38	62.38	08/09/2023
23	CARQUEST AUTO PARTS	1912-584652	COOLANT	06/26/2023	113.94	113.94	08/09/2023
23	CARQUEST AUTO PARTS	1912-584897	GLADHAND SEAL	06/28/2023	3.60	3.60	08/09/2023
23	CARQUEST AUTO PARTS	1912-585223	JACK OIL	06/30/2023	6.70	6.70	08/09/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
23	CARQUEST AUTO PARTS	1912-586184	CABIN AIR	07/11/2023	12.59	12.59	08/09/2023
23	CARQUEST AUTO PARTS	1912-586192	BRAKE CLEAN	07/11/2023	23.88	23.88	08/09/2023
23	CARQUEST AUTO PARTS	1912-586317	CHAIN LUBE	07/12/2023	54.30	54.30	08/09/2023
23	CARQUEST AUTO PARTS	1912-586540	PRIME GUARD	07/14/2023	43.77	43.77	08/09/2023
23	CARQUEST AUTO PARTS	1912-586804	TOWELS	07/17/2023	35.96	35.96	08/09/2023
23	CARQUEST AUTO PARTS	1912-586807	TOWELS	07/17/2023	8.99	8.99	08/09/2023
23	CARQUEST AUTO PARTS	1912-586891	RAVEN	07/18/2023	33.60	33.60	08/09/2023
23	CARQUEST AUTO PARTS	1912-586895	IGNITION SWITCH	07/18/2023	19.73	19.73	08/09/2023
23	CARQUEST AUTO PARTS	1912-587173	MOTORCYCLE OIL	07/20/2023	10.55	10.55	08/09/2023
23	CARQUEST AUTO PARTS	1912-587784	CLEANER	07/26/2023	25.68	25.68	08/09/2023
23	CARQUEST AUTO PARTS	1912-588079	AW32	07/28/2023	63.50	63.50	08/09/2023
Total CARQUEST AUTO PARTS:					1,651.82	1,651.82	
<b>CASELLE</b>							
3763	CASELLE	14072023-014	CONFERENCE-KINNICK	07/14/2023	99.00	99.00	07/31/2023
3763	CASELLE	14072023-014	CONFERENCE-KINNICK	07/14/2023	99.00	99.00	07/31/2023
3763	CASELLE	14072023-014	CONFERENCE-KINNICK	07/14/2023	99.00	99.00	07/31/2023
3763	CASELLE	14072023-014	CONFERENCE-KINNICK	07/14/2023	99.00	99.00	07/31/2023
3763	CASELLE	14072023-014	CONFERENCE-KINNICK	07/14/2023	99.00	99.00	07/31/2023
3763	CASELLE	2023.8	APPLICATION SOFTWARE	08/01/2023	2,895.16	2,895.16	08/09/2023
3763	CASELLE	2023.8	APPLICATION SOFTWARE	08/01/2023	95.10	95.10	08/09/2023
3763	CASELLE	2023.8	APPLICATION SOFTWARE	08/01/2023	95.10	95.10	08/09/2023
3763	CASELLE	2023.8	APPLICATION SOFTWARE	08/01/2023	183.51	183.51	08/09/2023
3763	CASELLE	2023.8	APPLICATION SOFTWARE	08/01/2023	183.51	183.51	08/09/2023
3763	CASELLE	2023.8	APPLICATION SOFTWARE	08/01/2023	278.62	278.62	08/09/2023
3763	CASELLE	26072023-022	CONFERENCE-PUKETT	07/26/2023	495.00	495.00	07/31/2023
Total CASELLE:					4,721.00	4,721.00	
<b>CASHMAN NURSERY &amp; LANDSCAPING</b>							
10001	CASHMAN NURSERY & LANDS	2023.6.7	TREE	06/07/2023	578.55	578.55	07/31/2023
Total CASHMAN NURSERY & LANDSCAPING:					578.55	578.55	
<b>CENTRON SERVICES</b>							
682	CENTRON SERVICES	2023.6.27	Utility Collections	06/27/2023	18.70	18.70	07/31/2023
682	CENTRON SERVICES	2023.6.27	Utility Collections	06/27/2023	18.69	18.69	07/31/2023
682	CENTRON SERVICES	2023.6.27	Utility Collections	06/27/2023	18.69	18.69	07/31/2023
682	CENTRON SERVICES	2023.6.27P	Parking Collections	06/27/2023	13.34	13.34	07/31/2023
Total CENTRON SERVICES:					69.42	69.42	
<b>CENTURYLINK</b>							
162	CENTURYLINK	2023.7.16	406-222-0137- 441b	07/16/2023	85.61	85.61	08/09/2023
Total CENTURYLINK:					85.61	85.61	
<b>COMDATA</b>							
2671	COMDATA	XW660/203917	CG72T	07/31/2023	3,144.52	3,144.52	08/09/2023
2671	COMDATA	XW660/203917	CG73p	07/31/2023	697.50	697.50	08/09/2023
Total COMDATA:					3,842.02	3,842.02	
<b>CRASH CHAMPIONS</b>							
9	CRASH CHAMPIONS	6120000048	Repair DOOR AND GLASS	06/20/2023	502.20	502.20	07/31/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CRASH CHAMPIONS:					502.20	502.20	
<b>D&amp;R COFFEE SERVICE INC</b>							
10002	D&R COFFEE SERVICE INC	168952	RENTAL FEE	07/27/2023	50.00	50.00	07/31/2023
10002	D&R COFFEE SERVICE INC	168973	COFFEE	07/28/2023	105.00	105.00	08/09/2023
Total D&R COFFEE SERVICE INC:					155.00	155.00	
<b>DAKOTA SUPPLY GROUP</b>							
10004	DAKOTA SUPPLY GROUP	S102661467.0	REPAIR CLAMPS	05/18/2023	1,356.59	1,356.59	08/09/2023
10004	DAKOTA SUPPLY GROUP	S102713075.0	FORD CPLGS	05/18/2023	1,022.03	1,022.03	08/09/2023
Total DAKOTA SUPPLY GROUP:					2,378.62	2,378.62	
<b>DANA SAFETY SUPPLY, INC.</b>							
3234	DANA SAFETY SUPPLY, INC.	859999	EMS M4	07/19/2023	231.00	231.00	08/09/2023
3234	DANA SAFETY SUPPLY, INC.	861080	RADIO INSTALL	07/20/2023	481.00	481.00	08/09/2023
3234	DANA SAFETY SUPPLY, INC.	862727	INTALL EQUIPMENT	08/01/2023	199.00	199.00	08/09/2023
Total DANA SAFETY SUPPLY, INC.:					911.00	911.00	
<b>DARYL HANSEN AGENCY</b>							
3203	DARYL HANSEN AGENCY	2023.7.5	GPNU-PF-0032354-00/000	07/05/2023	3,100.00	3,100.00	07/31/2023
3203	DARYL HANSEN AGENCY	2023.7.5	GPNU-PF-0032354-00/000	07/05/2023	6,307.00	6,307.00	07/31/2023
3203	DARYL HANSEN AGENCY	2023.7.5	GPNU-PF-0032354-00/000	07/05/2023	1,595.00	1,595.00	07/31/2023
Total DARYL HANSEN AGENCY:					11,002.00	11,002.00	
<b>DUSTY MAHER</b>							
10005	DUSTY MAHER	25646	REIMB-DOT	07/25/2023	141.00	141.00	07/31/2023
Total DUSTY MAHER:					141.00	141.00	
<b>DUVAL FORD</b>							
10005	DUVAL FORD	PKD82331	2023 FORD F150	07/08/2023	77,037.74	77,037.74	08/09/2023
Total DUVAL FORD:					77,037.74	77,037.74	
<b>EAGLE ENGRAVING, INC.</b>							
3822	EAGLE ENGRAVING, INC.	2023-5572	Commendation Bar	07/28/2023	522.05	522.05	07/31/2023
Total EAGLE ENGRAVING, INC.:					522.05	522.05	
<b>EXEC U CARE SERVICES, INC.</b>							
3298	EXEC U CARE SERVICES, INC.	3519	Janitorial Services	07/27/2023	2,620.00	2,620.00	07/31/2023
Total EXEC U CARE SERVICES, INC.:					2,620.00	2,620.00	
<b>FALCON ENVIRONMENTAL CORP</b>							
10002	FALCON ENVIRONMENTAL CO	10065	METER	07/05/2023	4,007.24	4,007.24	07/31/2023
Total FALCON ENVIRONMENTAL CORP:					4,007.24	4,007.24	
<b>FARSTAD OIL</b>							
3353	FARSTAD OIL	105618	Diesel 400g	07/24/2023	1,337.60	1,337.60	07/31/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FARSTAD OIL:					1,337.60	1,337.60	
<b>FERGUSON WATERWORKS #1701</b>							
2386	FERGUSON WATERWORKS #17	0782683-3	Meters	07/06/2023	7,820.00	7,820.00	07/31/2023
2386	FERGUSON WATERWORKS #17	7/21/2023	Meters	07/21/2023	16,200.00	16,200.00	08/09/2023
Total FERGUSON WATERWORKS #1701:					24,020.00	24,020.00	
<b>FISHER SAND AND GRAVEL</b>							
2904	FISHER SAND AND GRAVEL	1064	CHIPS	07/15/2023	10,390.50	10,390.50	07/31/2023
2904	FISHER SAND AND GRAVEL	1064	CHIPS	07/15/2023	733.18	733.18	07/31/2023
2904	FISHER SAND AND GRAVEL	385	ROAD MIX	07/08/2023	758.87	758.87	07/31/2023
2904	FISHER SAND AND GRAVEL	385	CHIPS	07/08/2023	3,518.10	3,518.10	07/31/2023
Total FISHER SAND AND GRAVEL:					15,400.65	15,400.65	
<b>FLYING S TITLE &amp; ESCROW OF MONTANA INC</b>							
10005	FLYING S TITLE & ESCROW OF	14084-891000	EASEMENT TRANSFER	02/24/2023	711.00	711.00	07/31/2023
Total FLYING S TITLE & ESCROW OF MONTANA INC:					711.00	711.00	
<b>FOUR CORNERS RECYCLING, LLC</b>							
2919	FOUR CORNERS RECYCLING,	5076	Pull fees	06/28/2023	7,277.50	7,277.50	07/31/2023
2919	FOUR CORNERS RECYCLING,	CM5076	Credit	06/28/2023	2,160.60-	2,160.60-	07/31/2023
Total FOUR CORNERS RECYCLING, LLC:					5,116.90	5,116.90	
<b>FRONTLINE AG SOLUTIONS, LLC</b>							
2516	FRONTLINE AG SOLUTIONS, LL	1050944	HY GARD	07/19/2023	30.50	30.50	07/31/2023
2516	FRONTLINE AG SOLUTIONS, LL	1058880	KNIFE	08/02/2023	178.56	178.56	08/09/2023
2516	FRONTLINE AG SOLUTIONS, LL	613159	CLIPS	08/03/2023	39.03	39.03	08/09/2023
Total FRONTLINE AG SOLUTIONS, LLC:					248.09	248.09	
<b>FTR LTD</b>							
10004	FTR LTD	PSI00819	COURTROOM RECORDER	07/26/2023	795.00	795.00	07/31/2023
Total FTR LTD:					795.00	795.00	
<b>GENERAL DISTRIBUTING COMPANY</b>							
1845	GENERAL DISTRIBUTING COM	0001270298	Patient Supplies	07/27/2023	726.14	726.14	08/09/2023
1845	GENERAL DISTRIBUTING COM	0001273885	Patient Supplies	07/31/2023	113.55	113.55	08/09/2023
Total GENERAL DISTRIBUTING COMPANY:					839.69	839.69	
<b>GMP CONSULTANTS LLC</b>							
10004	GMP CONSULTANTS LLC	23-233	PROFESSIONAL SERIVES	08/02/2023	492.68	492.68	08/09/2023
Total GMP CONSULTANTS LLC:					492.68	492.68	
<b>GUNDERSON, JASON</b>							
3729	GUNDERSON, JASON	2023.6.15	REIMB-TRAVEL	06/15/2023	65.00	65.00	07/31/2023
3729	GUNDERSON, JASON	2023.7.23	DECALS	07/23/2023	55.80	55.80	07/31/2023
Total GUNDERSON, JASON:					120.80	120.80	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>HANSER'S AUTOMOTIVE &amp; WRECKER</b>							
1687	HANSER'S AUTOMOTIVE & WR	LIV4531	Tow	07/13/2023	85.00	85.00	07/31/2023
1687	HANSER'S AUTOMOTIVE & WR	LIV4560	Tow	07/19/2023	95.00	95.00	07/31/2023
Total HANSER'S AUTOMOTIVE & WRECKER:					180.00	180.00	
<b>HAWKINS, INC</b>							
470	HAWKINS, INC	6525255	Chlorine	07/15/2023	50.00	50.00	07/31/2023
Total HAWKINS, INC:					50.00	50.00	
<b>HIGH COUNTRY WILDLIFE CONTROL</b>							
10002	HIGH COUNTRY WILDLIFE CON	7962	PEST CONTROL	07/25/2023	210.00	210.00	07/31/2023
Total HIGH COUNTRY WILDLIFE CONTROL:					210.00	210.00	
<b>HORIZON AUTO PARTS</b>							
1920	HORIZON AUTO PARTS	974756	FLOOR DRY	07/19/2023	22.98	22.98	08/09/2023
1920	HORIZON AUTO PARTS	975896	22IN FORCE BLADE	07/31/2023	35.00	35.00	08/09/2023
Total HORIZON AUTO PARTS:					57.98	57.98	
<b>HUBER TECHNOLOGY</b>							
3044	HUBER TECHNOLOGY	CD10024842	MIXING VALVE WEIGHT	05/30/2023	127.25	127.25	07/31/2023
Total HUBER TECHNOLOGY:					127.25	127.25	
<b>HUGHES FIRE EQUIPMENT, INC</b>							
3721	HUGHES FIRE EQUIPMENT, INC	594309	SUPPLIES	07/18/2023	151.13	151.13	08/09/2023
3721	HUGHES FIRE EQUIPMENT, INC	594882	E1	07/27/2023	2,474.43	2,474.43	08/09/2023
Total HUGHES FIRE EQUIPMENT, INC:					2,625.56	2,625.56	
<b>IBS INC</b>							
10004	IBS INC	821069-1	GLOVES	07/20/2023	302.78	302.78	07/31/2023
10004	IBS INC	821070-1	HEX NUT	07/19/2023	65.56	65.56	07/31/2023
Total IBS INC:					368.34	368.34	
<b>INDUSTRIAL SERVICE SOLUTIONS</b>							
10004	INDUSTRIAL SERVICE SOLUTIO	0052806	SUPPLIES	07/19/2023	1,565.83	1,565.83	07/31/2023
Total INDUSTRIAL SERVICE SOLUTIONS:					1,565.83	1,565.83	
<b>INSTY-PRINTS</b>							
250	INSTY-PRINTS	16098	CEMETERY WRAP	07/12/2023	83.98	83.98	07/31/2023
250	INSTY-PRINTS	16244	Business cards-hunt	07/26/2023	26.95	26.95	08/09/2023
250	INSTY-PRINTS	16257	RATE CHANGE NOTICE	07/27/2023	340.84	340.84	07/31/2023
250	INSTY-PRINTS	16257	RATEE CHANGE NOTICE	07/27/2023	340.83	340.83	07/31/2023
250	INSTY-PRINTS	16320	tournament brackets	08/03/2023	73.00	73.00	08/09/2023
Total INSTY-PRINTS:					865.60	865.60	
<b>J &amp; H OFFICE EQUIPMENT</b>							
1783	J & H OFFICE EQUIPMENT	34551057	AGREEMENT 015-1486424	07/27/2023	342.22	342.22	07/31/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total J & H OFFICE EQUIPMENT:					342.22	342.22	
<b>JON M HESSE PC</b>							
10005	JON M HESSE PC	45565	PROFESSIONAL SERVICES	07/31/2023	4,908.61	4,908.61	07/31/2023
Total JON M HESSE PC:					4,908.61	4,908.61	
<b>KELLEY CONNECT</b>							
10001	KELLEY CONNECT	IN1386867	jh201642	08/03/2023	93.37	93.37	08/09/2023
Total KELLEY CONNECT:					93.37	93.37	
<b>KEN'S EQUIPMENT REPAIR, INC</b>							
1390	KEN'S EQUIPMENT REPAIR, IN	1436	TOWING	04/14/2023	525.00	525.00	07/31/2023
1390	KEN'S EQUIPMENT REPAIR, IN	60948	570	05/30/2023	404.85	404.85	07/31/2023
1390	KEN'S EQUIPMENT REPAIR, IN	61006	G1	06/14/2023	120.30	120.30	07/31/2023
1390	KEN'S EQUIPMENT REPAIR, IN	61347	410 L	06/23/2023	110.00	110.00	07/31/2023
Total KEN'S EQUIPMENT REPAIR, INC:					1,160.15	1,160.15	
<b>KENYON NOBLE</b>							
776	KENYON NOBLE	1001035	FB EXT	07/05/2023	267.99	267.99	08/09/2023
776	KENYON NOBLE	1010389	LEVER TYPE	07/10/2023	17.98	17.98	08/09/2023
776	KENYON NOBLE	1029092	RIGID FOAM	07/18/2023	149.94	149.94	08/09/2023
776	KENYON NOBLE	1029163	TREATED BROWNTONE	07/18/2023	7.25	7.25	08/09/2023
776	KENYON NOBLE	1038734	Fasteners	07/22/2023	7.75	7.75	08/09/2023
776	KENYON NOBLE	1040010	CUT OFF SAW	07/24/2023	279.99	279.99	08/09/2023
776	KENYON NOBLE	989155	KNIFE BLADES	06/28/2023	161.94	161.94	08/09/2023
Total KENYON NOBLE:					892.84	892.84	
<b>LEHRKIND'S COCA-COLA</b>							
2830	LEHRKIND'S COCA-COLA	2061096	Water	08/03/2023	50.00	50.00	08/09/2023
2830	LEHRKIND'S COCA-COLA	2061097	Water	07/11/2023	23.00	23.00	07/31/2023
2830	LEHRKIND'S COCA-COLA	2064911	Water	07/25/2023	51.00	51.00	08/09/2023
2830	LEHRKIND'S COCA-COLA	2064912	Water	07/25/2023	64.00	64.00	07/31/2023
2830	LEHRKIND'S COCA-COLA	2064913	Water	07/25/2023	24.00	24.00	07/31/2023
Total LEHRKIND'S COCA-COLA:					164.00	164.00	
<b>LIVINGSTON ACE HARDWARE - #122005</b>							
26	LIVINGSTON ACE HARDWARE -	C76681	RAKE BOW	06/26/2023	59.97	59.97	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C77273	TARP	06/26/2023	45.96	45.96	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C77420	WOOD SCREWS	06/27/2023	11.99	11.99	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C77794	CHAIN SAW	06/27/2023	1,409.99	1,409.99	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C77907	WOODCUTTER	06/27/2023	27.98	27.98	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C78114	ANCHOR POINT	06/28/2023	45.97	45.97	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C78116	HOSE	06/28/2023	59.99	59.99	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C78578	RATCHETING WRENCH/BRUSH	06/28/2023	819.98	819.98	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C80708	FASTNERS	07/01/2023	20.49	20.49	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C80884	Fastners	07/01/2023	17.20	17.20	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C83986	TRUFUEL	07/07/2023	29.99	29.99	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C85947	BALL VALVE	07/10/2023	22.99	22.99	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C85965	BALL VALVE	07/10/2023	4.00	4.00	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C85968	LOCKNUT	07/10/2023	1.79	1.79	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C86073	WOOD FORD	07/10/2023	26.99	26.99	08/09/2023



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
26	LIVINGSTON ACE HARDWARE -	C86303	CHOKE KNOB	07/10/2023	7.49	7.49	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C87370	CLAMP	07/12/2023	2.99	2.99	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C88074	CLOTH PLUMBER	07/13/2023	24.58	24.58	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C88986	SHOWER CURTAIN	07/14/2023	40.93	40.93	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C89709	BAGS	07/15/2023	14.99	14.99	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C91425	CREDIT	08/10/2023	18.00-	18.00-	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C91997	BATTERIES	07/19/2023	41.97	41.97	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C92069	BASE	07/19/2023	45.49	45.49	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C92257	TAPE MEASURE	07/19/2023	24.99	24.99	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C92263	PTR TAPE	07/19/2023	13.98	13.98	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C93261	Clamp	07/21/2023	14.36	14.36	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C95407	BUSHING	07/24/2023	6.38	6.38	08/09/2023
26	LIVINGSTON ACE HARDWARE -	C95658	SPRAY PAINT	07/25/2023	27.96	27.96	08/09/2023
26	LIVINGSTON ACE HARDWARE -	X96213	ACE	07/11/2023	33.99	33.99	08/09/2023
26	LIVINGSTON ACE HARDWARE -	X96584	SPRAY PAINT	07/17/2023	30.00	30.00	08/09/2023
26	LIVINGSTON ACE HARDWARE -	X96612	ADAPTER	07/17/2023	28.54	28.54	08/09/2023
26	LIVINGSTON ACE HARDWARE -	X96823	Fastners	07/18/2023	4.88	4.88	08/09/2023
26	LIVINGSTON ACE HARDWARE -	X97234	PICTURE HANG	07/25/2023	6.99	6.99	08/09/2023
Total LIVINGSTON ACE HARDWARE - #122005:					2,957.79	2,957.79	
<b>LIVINGSTON HEALTH CARE</b>							
55	LIVINGSTON HEALTH CARE	0018079	ELECTRODE	04/18/2023	14.56	14.56	08/09/2023
55	LIVINGSTON HEALTH CARE	200254836	770415652	06/30/2023	31.50	31.50	07/31/2023
55	LIVINGSTON HEALTH CARE	4792377	PT SUPPLIES	05/06/2023	87.59	87.59	08/09/2023
55	LIVINGSTON HEALTH CARE	4804014	PT SUPPLIES	06/02/2023	644.27	644.27	08/09/2023
Total LIVINGSTON HEALTH CARE:					777.92	777.92	
<b>MID-AMERICAN RESEARCH CHEMICAL</b>							
10002	MID-AMERICAN RESEARCH CH	0795299-IN	WRITE OFF VANDALISM MARK	07/13/2023	1,288.67	1,288.67	07/31/2023
Total MID-AMERICAN RESEARCH CHEMICAL:					1,288.67	1,288.67	
<b>MISC</b>							
99999	MISC	2023.8	WITNESS FEE	08/02/2023	10.00	10.00	08/09/2023
99999	MISC	2023.8.3	WITNESS FEE	08/03/2023	10.00	10.00	08/03/2023
99999	MISC	CR2023-009	Bond Release	07/13/2023	1,000.00	1,000.00	07/28/2023
99999	MISC	TK2018-0377	Bond Release	07/20/2023	340.00	340.00	07/28/2023
99999	MISC	TK2021-0393	Bond Release	07/03/2023	1,090.00	1,090.00	08/04/2023
Total MISC:					2,450.00	2,450.00	
<b>MMIA - LIABILITY PROGRAM</b>							
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	153.21	153.21	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	3,619.44	3,619.44	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	38.25	38.25	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	1,437.22	1,437.22	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	5,111.10	5,111.10	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	39.08	39.08	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	2,466.15	2,466.15	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	145.79	145.79	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	8,708.57	8,708.57	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	96.85	96.85	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	3,126.95	3,126.95	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	1,651.39	1,651.39	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	950.42	950.42	07/31/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	5,880.96	5,880.96	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	7,826.34	7,826.34	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	1,766.52	1,766.52	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	52,833.96	52,833.96	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	3,169.63	3,169.63	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	2,497.64	2,497.64	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	5,914.73	5,914.73	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	2,702.80	2,702.80	07/31/2023
2727	MMIA - LIABILITY PROGRAM	074-PROP-202	FY23-24 LIABILITY ASSESS PAY	07/01/2023	757.50	757.50	07/31/2023
2727	MMIA - LIABILITY PROGRAM	2023.7.1	FY23-24 LIABILITY ASSESS PAY	07/01/2023	1,700.00	1,700.00	07/31/2023
2727	MMIA - LIABILITY PROGRAM	2023.7.1	FY23-24 LIABILITY ASSESS PAY	07/01/2023	5,886.00	5,886.00	07/31/2023
2727	MMIA - LIABILITY PROGRAM	2023.7.1	FY23-24 LIABILITY ASSESS PAY	07/01/2023	9,461.00	9,461.00	07/31/2023
2727	MMIA - LIABILITY PROGRAM	2023.7.1	FY23-24 LIABILITY ASSESS PAY	07/01/2023	9,173.00	9,173.00	07/31/2023
2727	MMIA - LIABILITY PROGRAM	2023.7.1	FY23-24 LIABILITY ASSESS PAY	07/01/2023	3,465.00	3,465.00	07/31/2023
2727	MMIA - LIABILITY PROGRAM	2023.7.1	FY23-24 LIABILITY ASSESS PAY	07/01/2023	8,410.00	8,410.00	07/31/2023
2727	MMIA - LIABILITY PROGRAM	2023.7.1	FY23-24 LIABILITY ASSESS PAY	07/01/2023	12,299.00	12,299.00	07/31/2023
2727	MMIA - LIABILITY PROGRAM	2023.7.1	FY23-24 LIABILITY ASSESS PAY	07/01/2023	59,348.00	59,348.00	07/31/2023
2727	MMIA - LIABILITY PROGRAM	2023.7.1	FY23-24 LIABILITY ASSESS PAY	07/01/2023	48,264.50	48,264.50	07/31/2023
2727	MMIA - LIABILITY PROGRAM	2023.7.1	FY23-24 LIABILITY ASSESS PAY	07/01/2023	9,357.00	9,357.00	07/31/2023
2727	MMIA - LIABILITY PROGRAM	2023.7.1	FY23-24 LIABILITY ASSESS PAY	07/01/2023	17,928.00	17,928.00	07/31/2023
2727	MMIA - LIABILITY PROGRAM	2023.7.1	FY23-24 LIABILITY ASSESS PAY	07/01/2023	6,987.00	6,987.00	07/31/2023
2727	MMIA - LIABILITY PROGRAM	2023.7.1	FY23-24 LIABILITY ASSESS PAY	07/01/2023	2,894.00	2,894.00	07/31/2023
2727	MMIA - LIABILITY PROGRAM	2023.7.1	FY23-24 LIABILITY ASSESS PAY	07/01/2023	31,397.00	31,397.00	07/31/2023
2727	MMIA - LIABILITY PROGRAM	2023.7.1	FY23-24 LIABILITY ASSESS PAY	07/01/2023	24,811.00	24,811.00	07/31/2023
2727	MMIA - LIABILITY PROGRAM	2023.7.1	FY23-24 LIABILITY ASSESS PAY	07/01/2023	23,866.00	23,866.00	07/31/2023
2727	MMIA - LIABILITY PROGRAM	2023.7.1	FY23-24 LIABILITY ASSESS PAY	07/01/2023	31,580.00	31,580.00	07/31/2023
2727	MMIA - LIABILITY PROGRAM	2023.7.1	FY23-24 LIABILITY ASSESS PAY	07/01/2023	31,817.00	31,817.00	07/31/2023
2727	MMIA - LIABILITY PROGRAM	2023.7.1	FY23-24 LIABILITY ASSESS PAY	07/01/2023	57,844.50	57,844.50	07/31/2023
2727	MMIA - LIABILITY PROGRAM	DR1005449	EV2023010207	07/31/2023	1,500.00	1,500.00	08/09/2023
Total MMIA - LIABILITY PROGRAM:					508,882.50	508,882.50	
<b>MOBILE REPAIR &amp; WELDING, INC</b>							
10	MOBILE REPAIR & WELDING, IN	34121	TUBING	07/12/2023	59.40	59.40	07/31/2023
Total MOBILE REPAIR & WELDING, INC:					59.40	59.40	
<b>MONTANA RAIL LINK</b>							
112	MONTANA RAIL LINK	468635	Agreement 88742	07/01/2023	100.00	100.00	07/31/2023
112	MONTANA RAIL LINK	468809	Agreement 600286	07/01/2023	100.00	100.00	07/31/2023
Total MONTANA RAIL LINK:					200.00	200.00	
<b>MOTOROLA</b>							
2634	MOTOROLA	2023.3.9	VIDEOMANAGER	03/09/2023	3,120.00	3,120.00	07/31/2023
Total MOTOROLA:					3,120.00	3,120.00	
<b>MOUNTAIN AIR SPORTS</b>							
34	MOUNTAIN AIR SPORTS	11709	PR TROUT DERBY	06/01/2022	1,500.00	1,500.00	08/09/2023
Total MOUNTAIN AIR SPORTS:					1,500.00	1,500.00	
<b>MOUNTAIN FRESH CLEANING</b>							
10005	MOUNTAIN FRESH CLEANING	0000023	CLEANING LIBRARY	07/01/2023	2,625.00	2,625.00	08/09/2023
10005	MOUNTAIN FRESH CLEANING	0000030	CLEANING LIBRARY	08/07/2023	2,065.00	2,065.00	08/09/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MOUNTAIN FRESH CLEANING:					4,690.00	4,690.00	
<b>MUNICIPAL EMERGENCY SERVICES</b>							
2604	MUNICIPAL EMERGENCY SERV	IN1891145	SCBA SERVICE	06/15/2023	300.09	300.09	08/09/2023
2604	MUNICIPAL EMERGENCY SERV	IN18911554	SCBA MAINT	06/15/2023	172.15	172.15	08/09/2023
2604	MUNICIPAL EMERGENCY SERV	IN1891157	PRO SERVICES	06/15/2023	1,942.76	1,942.76	08/09/2023
2604	MUNICIPAL EMERGENCY SERV	IN1906916	HELMET SHIELDS	07/19/2023	63.00	63.00	08/09/2023
Total MUNICIPAL EMERGENCY SERVICES:					2,478.00	2,478.00	
<b>MURDOCH'S RANCH &amp; HOME SUPPLY</b>							
3688	MURDOCH'S RANCH & HOME S	370306282389	Propane	06/28/2023	4.93	4.93	08/09/2023
3688	MURDOCH'S RANCH & HOME S	370306282389	Propane TANK	06/28/2023	82.42	82.42	08/09/2023
3688	MURDOCH'S RANCH & HOME S	370306282389	CHEMICALS	06/28/2023	1,007.87	1,007.87	08/09/2023
3688	MURDOCH'S RANCH & HOME S	370306282389	HITCH	06/28/2023	123.97	123.97	08/09/2023
3688	MURDOCH'S RANCH & HOME S	370307062303	BUG SPRAY	07/06/2023	8.99	8.99	08/09/2023
3688	MURDOCH'S RANCH & HOME S	370307182325	GAS CAN	07/18/2023	79.98	79.98	08/09/2023
3688	MURDOCH'S RANCH & HOME S	370406202358	POLE PRUNER	06/20/2023	698.48	698.48	08/09/2023
3688	MURDOCH'S RANCH & HOME S	370606052344	TARP	06/05/2023	23.98	23.98	08/09/2023
3688	MURDOCH'S RANCH & HOME S	370606122352	BATTERY	06/12/2023	69.98	69.98	08/09/2023
3688	MURDOCH'S RANCH & HOME S	370606132353	LENS	06/13/2023	21.98	21.98	08/09/2023
3688	MURDOCH'S RANCH & HOME S	370606272365	POLESAW	06/27/2023	229.99	229.99	08/09/2023
3688	MURDOCH'S RANCH & HOME S	370607052372	Pest control	07/05/2023	91.94	91.94	08/09/2023
3688	MURDOCH'S RANCH & HOME S	370607142386	GREASE GUN	07/06/2023	56.72	56.72	08/09/2023
3688	MURDOCH'S RANCH & HOME S	370806222308	BRONZE SCREW	06/22/2023	74.99	74.99	08/09/2023
3688	MURDOCH'S RANCH & HOME S	370806222309	FLASHLIGHT	06/22/2023	86.97	86.97	08/09/2023
3688	MURDOCH'S RANCH & HOME S	370806282315	BALL MOUNT	06/28/2023	374.92	374.92	08/09/2023
3688	MURDOCH'S RANCH & HOME S	370806292317	GAS CAN HELMET SYSTEM	06/29/2023	1,339.76	1,339.76	08/09/2023
3688	MURDOCH'S RANCH & HOME S	370807182339	HARDGOODS	07/18/2023	8.98	8.98	08/09/2023
3688	MURDOCH'S RANCH & HOME S	370807182339	CHAIN	07/18/2023	25.99	25.99	08/09/2023
3688	MURDOCH'S RANCH & HOME S	37-LVN-POS-0	REDLITH 2 PACK/MISC	06/09/2023	626.27	626.27	08/09/2023
Total MURDOCH'S RANCH & HOME SUPPLY:					5,039.11	5,039.11	
<b>NORMONT EQUIPMENT</b>							
12	NORMONT EQUIPMENT	30086	OVERLAY	07/17/2023	115.34	115.34	07/31/2023
12	NORMONT EQUIPMENT	30087	Asphalt Emulsion	07/17/2023	5,140.00	5,140.00	07/31/2023
12	NORMONT EQUIPMENT	30088	REFLECTOR	07/17/2023	914.00	914.00	07/31/2023
Total NORMONT EQUIPMENT:					6,169.34	6,169.34	
<b>NORTHWEST PIPE FITTINGS, INC</b>							
423	NORTHWEST PIPE FITTINGS, I	5913466	BRASS BELL	04/20/2023	178.14	178.14	07/31/2023
423	NORTHWEST PIPE FITTINGS, I	5913466-1	BRASS BELL	04/25/2023	123.20	123.20	07/31/2023
423	NORTHWEST PIPE FITTINGS, I	5913466-3	COMPRESSION ADAPTER	07/11/2023	114.02	114.02	07/31/2023
423	NORTHWEST PIPE FITTINGS, I	5960142	HYDRAULIC CEMENT	07/11/2023	211.17	211.17	07/31/2023
Total NORTHWEST PIPE FITTINGS, INC:					626.53	626.53	
<b>NORTHWESTERN ENERGY</b>							
151	NORTHWESTERN ENERGY	0708370-2 202	8th & Park Sprinklers	07/20/2023	6.61	6.61	07/31/2023
151	NORTHWESTERN ENERGY	0709794-2 202	WRF 316 Bennett	07/10/2023	384.29	384.29	07/31/2023
151	NORTHWESTERN ENERGY	0709796-7 202	97 View Vista Drive	07/14/2023	6.00	6.00	07/31/2023
151	NORTHWESTERN ENERGY	0709869-2 202	Carol Lane	07/14/2023	146.70	146.70	07/31/2023
151	NORTHWESTERN ENERGY	0709870-0 202	G Street Park - 422 S G	07/14/2023	75.14	75.14	07/31/2023
151	NORTHWESTERN ENERGY	0709871-8 202	Star Addition - Lights	07/14/2023	338.66	338.66	07/31/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	0709873-4 202	800 W Cambridge - Pump Station	07/14/2023	43.45	43.45	07/31/2023
151	NORTHWESTERN ENERGY	0709875-9 202	900 River Drive Pump	07/10/2023	3,617.29	3,617.29	07/31/2023
151	NORTHWESTERN ENERGY	0709876-7 202	132 South B Street - B St Well	07/11/2023	2,254.41	2,254.41	07/31/2023
151	NORTHWESTERN ENERGY	0709877-5 202	200 E Reservoir (north side hill)	07/20/2023	1,120.30	1,120.30	07/31/2023
151	NORTHWESTERN ENERGY	0709878-3 202	227 River Drive - Concessions sta	07/09/2023	181.82	181.82	07/31/2023
151	NORTHWESTERN ENERGY	0709879-1 202	227 River Drive - Softball Field	07/14/2023	557.25	557.25	07/31/2023
151	NORTHWESTERN ENERGY	0709880-9 202	200 River Drive - Pool	07/20/2023	4,063.33	4,063.33	07/31/2023
151	NORTHWESTERN ENERGY	0709881-7 202	229 River Drive - Civic Center	07/20/2023	691.90	691.90	07/31/2023
151	NORTHWESTERN ENERGY	0709891-6 202	15 Fleshman Creek-Cemetery Wo	07/14/2023	24.66	24.66	07/31/2023
151	NORTHWESTERN ENERGY	0709892-4 202	40 Water Tower Avenue	07/14/2023	61.21	61.21	07/31/2023
151	NORTHWESTERN ENERGY	0709894-0 202	56 Water Tower	07/10/2023	445.20	445.20	07/31/2023
151	NORTHWESTERN ENERGY	0709914-6 202	1011 River Dr - Edge Water Sewe	07/10/2023	17.79	17.79	07/31/2023
151	NORTHWESTERN ENERGY	0719058-0 202	3 Rogers Lane Lift Station	07/10/2023	44.86	44.86	07/31/2023
151	NORTHWESTERN ENERGY	0719271-9 202	601 Robin Lane - Well	07/20/2023	2,739.01	2,739.01	07/31/2023
151	NORTHWESTERN ENERGY	0719272-7 202	4 Billman Lane - Well	07/20/2023	3,211.44	3,211.44	07/31/2023
151	NORTHWESTERN ENERGY	0719358-4 202	Street Lights - Livingston	07/20/2023	2,955.05	2,955.05	07/31/2023
151	NORTHWESTERN ENERGY	0719373-3 202	229 River Drive	07/20/2023	12.11	12.11	07/31/2023
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	07/10/2023	72.46	72.46	07/31/2023
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	07/10/2023	72.46	72.46	07/31/2023
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	07/10/2023	72.45	72.45	07/31/2023
151	NORTHWESTERN ENERGY	0720113-0 202	229 River Drive - CC Building	07/20/2023	62.75	62.75	07/31/2023
151	NORTHWESTERN ENERGY	0720122-1 202	400 North M	07/20/2023	12.60	12.60	07/31/2023
151	NORTHWESTERN ENERGY	0720176-7 202	Weimer Park	07/14/2023	51.13	51.13	07/31/2023
151	NORTHWESTERN ENERGY	0802599-1 202	608 W Chinook	07/20/2023	38.66	38.66	07/31/2023
151	NORTHWESTERN ENERGY	0933715-5 202	710 W Callender	07/20/2023	25.20	25.20	07/31/2023
151	NORTHWESTERN ENERGY	1134866-1 202	N 2nd & Montana & Chinook	07/14/2023	41.87	41.87	07/31/2023
151	NORTHWESTERN ENERGY	1134879-4 202	N 7th & Montana & Chinook	07/14/2023	25.49	25.49	07/31/2023
151	NORTHWESTERN ENERGY	1155965-5 202	229 River Drive	07/14/2023	13.95	13.95	07/31/2023
151	NORTHWESTERN ENERGY	1290352-2 202	School Flasher Park & 13th	07/14/2023	10.64	10.64	07/31/2023
151	NORTHWESTERN ENERGY	1441030-2 202	D & Geyser Well House	07/13/2023	1,871.65	1,871.65	07/31/2023
151	NORTHWESTERN ENERGY	1452951-5 202	Starlow on Monroe	07/10/2023	280.46	280.46	07/31/2023
151	NORTHWESTERN ENERGY	1493850-0 202	412 W Callender	07/14/2023	51.25	51.25	07/31/2023
151	NORTHWESTERN ENERGY	1498936-2 202	I90 & 89S-ing	07/14/2023	6.00	6.00	07/31/2023
151	NORTHWESTERN ENERGY	1594141-2 202	9th & 10th Lift Station	07/10/2023	37.63	37.63	07/31/2023
151	NORTHWESTERN ENERGY	1613803-4 202	M & N on Callender	07/14/2023	41.87	41.87	07/31/2023
151	NORTHWESTERN ENERGY	1728687-3 202	Transfer Station 408 Bennett Stre	07/10/2023	330.60	330.60	07/31/2023
151	NORTHWESTERN ENERGY	1747570-8 202	D & E on Callender	07/14/2023	22.96	22.96	07/31/2023
151	NORTHWESTERN ENERGY	1747572-4 202	F & G on Callender	07/14/2023	20.02	20.02	07/31/2023
151	NORTHWESTERN ENERGY	1893530-4 202	600 W Park	07/14/2023	52.66	52.66	07/31/2023
151	NORTHWESTERN ENERGY	1893536-1 202	E Street & Alley	07/14/2023	21.43	21.43	07/31/2023
151	NORTHWESTERN ENERGY	1893541-1 202	18 W Park	07/14/2023	72.85	72.85	07/31/2023
151	NORTHWESTERN ENERGY	1906055-7 202	815 North 13th - Soccer Fields (Irr	07/14/2023	2.63	2.63	07/31/2023
151	NORTHWESTERN ENERGY	2023479-5 202	900 W Geyser Street School Light	07/17/2023	6.46	6.46	07/31/2023
151	NORTHWESTERN ENERGY	2023484-5 202	1100 W Geyser Street School Lig	07/14/2023	6.46	6.46	07/31/2023
151	NORTHWESTERN ENERGY	2114861-4 202	132 South B Street Lights	07/14/2023	111.42	111.42	07/31/2023
151	NORTHWESTERN ENERGY	2138754-3 202	G Street Park - Mike Webb Park	07/14/2023	374.69	374.69	07/31/2023
151	NORTHWESTERN ENERGY	2171060-3 202	Scale House 408 Bennett Street	07/14/2023	29.40	29.40	07/31/2023
151	NORTHWESTERN ENERGY	3093003-6 202	114 West Summit	07/14/2023	17.63	17.63	07/31/2023
151	NORTHWESTERN ENERGY	3093023-4 202	320 North Main	07/14/2023	3.36	3.36	07/31/2023
151	NORTHWESTERN ENERGY	3093027-5 202	105 West Park	07/14/2023	28.18	28.18	07/31/2023
151	NORTHWESTERN ENERGY	3141997-1 202	C & D on Lewis	07/14/2023	20.59	20.59	07/31/2023
151	NORTHWESTERN ENERGY	3184602-5 202	202 South 2nd	07/14/2023	14.26	14.26	07/31/2023
151	NORTHWESTERN ENERGY	3210240-2 202	616 River Drive	07/14/2023	6.92	6.92	07/31/2023
151	NORTHWESTERN ENERGY	3258086-2 202	2800 East Park Lift Station	07/14/2023	91.97	91.97	07/31/2023
151	NORTHWESTERN ENERGY	3258262-9 202	320 Alpenglow Lift Station	07/10/2023	172.36	172.36	07/31/2023
151	NORTHWESTERN ENERGY	3267010-1 202	330 Bennett - Compactor	07/10/2023	72.57	72.57	07/31/2023
151	NORTHWESTERN ENERGY	3287727-6 202	320 Alpenglow LN-	07/14/2023	46.72	46.72	07/31/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	3386783-9 202	Btwn G and H on Clark	07/14/2023	32.06	32.06	07/31/2023
151	NORTHWESTERN ENERGY	3386845-6 202	Btwn I and K on Callender	07/14/2023	21.14	21.14	07/31/2023
151	NORTHWESTERN ENERGY	3386846-4 202	Btwn 7th and 8th on Summit	07/14/2023	7.56	7.56	07/31/2023
151	NORTHWESTERN ENERGY	3506014-4 202	Brookstone/Elm	07/14/2023	4.91	4.91	07/31/2023
151	NORTHWESTERN ENERGY	3566038-0 202	114 East Callender	07/14/2023	17.46	17.46	07/31/2023
151	NORTHWESTERN ENERGY	3566039-8 202	115 East Lewis	07/14/2023	13.81	13.81	07/31/2023
151	NORTHWESTERN ENERGY	3585235-9 202	New WRF 316 Bennett	07/11/2023	15,309.26	15,309.26	07/31/2023
151	NORTHWESTERN ENERGY	3643752-3 202	115 East Clark	07/14/2023	67.36	67.36	07/31/2023
151	NORTHWESTERN ENERGY	3643753-1 202	112 East Clark	07/14/2023	28.63	28.63	07/31/2023
151	NORTHWESTERN ENERGY	3678204-3 202	502 River Dr. Pmp	07/11/2023	326.86	326.86	07/31/2023
151	NORTHWESTERN ENERGY	3725873-8 202	340 Bennett	07/14/2023	39.83	39.83	07/31/2023
151	NORTHWESTERN ENERGY	3753023-5 202	410 Bennett Transfer St Shop	07/14/2023	306.31	306.31	07/31/2023
151	NORTHWESTERN ENERGY	3787060-7 202	Green Acres Lights	07/14/2023	83.28	83.28	07/31/2023
151	NORTHWESTERN ENERGY	3787427-8 202	Green Acres	07/14/2023	259.90	259.90	07/31/2023
151	NORTHWESTERN ENERGY	3828216-6 202	203 W Callender	07/14/2023	28.18	28.18	07/31/2023
151	NORTHWESTERN ENERGY	3867654-0 202	2222 Willow Dr. Lt A	07/14/2023	37.52	37.52	07/31/2023
151	NORTHWESTERN ENERGY	3913678-3 202	Green Acres Park -	07/10/2023	337.37	337.37	07/31/2023
151	NORTHWESTERN ENERGY	3950711-6 202	Scenic Drive & Sweetgrass Lane	07/14/2023	47.60	47.60	07/31/2023

Total NORTHWESTERN ENERGY: 44,282.18    44,282.18

**NRS**

10005	NRS	1433936	SWIFTWATER RESERVE	07/07/2023	407.13	407.13	08/09/2023
-------	-----	---------	--------------------	------------	--------	--------	------------

Total NRS: 407.13    407.13

**O'REILLY AUTOMOTIVE, INC**

2437	O'REILLY AUTOMOTIVE, INC	1558-316856	ANTIFREZ	07/09/2023	18.99	18.99	07/31/2023
2437	O'REILLY AUTOMOTIVE, INC	1558-318999	Capsule	07/25/2023	33.47	33.47	07/31/2023

Total O'REILLY AUTOMOTIVE, INC: 52.46    52.46

**PARK COUNTY**

272	PARK COUNTY	2023_06.01	Batteries for clocks	06/30/2023	5.22	5.22	07/31/2023
272	PARK COUNTY	2023_06.01	MOWING - MAY	06/30/2023	99.90	99.90	07/31/2023
272	PARK COUNTY	2023_06.01	MOWING - JUNE	06/30/2023	133.20	133.20	07/31/2023
272	PARK COUNTY	2023_06.01	Cleaned carpet in courthouse	06/30/2023	195.20	195.20	07/31/2023
272	PARK COUNTY	2023_06.01	GEN DUE FROM CITY OF LIVIN	06/30/2023	2,078.43	2,078.43	07/31/2023
272	PARK COUNTY	2023_06.01	GoToCom - Remote support	06/30/2023	891.00	891.00	07/31/2023
272	PARK COUNTY	2023_06.01	CITY SHARE	06/30/2023	92.50	92.50	07/31/2023
272	PARK COUNTY	2023_06.01	REMOTE MANAGMENT & PLAT	06/30/2023	273.62	273.62	07/31/2023
272	PARK COUNTY	2023_06.01	VIDEO CONF - JUN	06/30/2023	79.88	79.88	07/31/2023
272	PARK COUNTY	2023_06.01	STANDARD PHONE CITY - JUN	06/30/2023	80.23	80.23	07/31/2023
272	PARK COUNTY	2023_06.01	IT CITY PORTION - JUN	06/30/2023	288.03	288.03	07/31/2023
272	PARK COUNTY	2023_06.01	NETWORK CIRCUIT	06/30/2023	153.00	153.00	07/31/2023
272	PARK COUNTY	2023_06.01	JUNE-POWER BILL	06/30/2023	2,558.53	2,558.53	07/31/2023

Total PARK COUNTY: 6,928.74    6,928.74

**PARK COUNTY COMMUNITY FOUNDATION**

3411	PARK COUNTY COMMUNITY FO	2023.7.1	ASPEN,PCCF, PCEC, SPAY NEU	07/01/2023	55,000.00	55,000.00	07/31/2023
------	--------------------------	----------	----------------------------	------------	-----------	-----------	------------

Total PARK COUNTY COMMUNITY FOUNDATION: 55,000.00    55,000.00

**PARK COUNTY TREASURER - TECH**

1702	PARK COUNTY TREASURER - T	2023.7.18	JUNE COLLECTIONS	07/18/2023	180.00	180.00	07/31/2023
------	---------------------------	-----------	------------------	------------	--------	--------	------------

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PARK COUNTY TREASURER - TECH:					180.00	180.00	
<b>PARK COUNTY TREASURER/M.L.E.A.</b>							
2156	PARK COUNTY TREASURER/M.	2023.7.18	JUNE COLLECTIONS	07/18/2023	240.00	240.00	07/31/2023
Total PARK COUNTY TREASURER/M.L.E.A.:					240.00	240.00	
<b>PARK COUNTY VICTIM WITNESS</b>							
1544	PARK COUNTY VICTIM WITNES	2023.7.18	JUNE COLLECTIONS	07/18/2023	316.00	316.00	07/31/2023
Total PARK COUNTY VICTIM WITNESS:					316.00	316.00	
<b>PIERCE, JOSH</b>							
2861	PIERCE, JOSH	2023.7.27	Reimb-SUPPLIES	07/27/2023	37.00	37.00	08/09/2023
2861	PIERCE, JOSH	2023.7.31	Reimb-SUPPLIES	07/31/2023	79.99	79.99	08/09/2023
2861	PIERCE, JOSH	74671	Reimb UNIFORM	07/27/2023	124.00	124.00	08/09/2023
Total PIERCE, JOSH:					240.99	240.99	
<b>PLUMMER, JAMIE</b>							
10003	PLUMMER, JAMIE	2023.7.28	CLERICAL ASSIST	07/28/2023	310.00	310.00	07/31/2023
Total PLUMMER, JAMIE:					310.00	310.00	
<b>PROFESSIONAL SALES &amp; SERVICE LC</b>							
10001	PROFESSIONAL SALES & SERV	30320	VIBRATION CONTROL MOUNT	07/17/2023	81.45	81.45	08/09/2023
Total PROFESSIONAL SALES & SERVICE LC:					81.45	81.45	
<b>RANGER PLUMBING &amp; HEATING, INC.</b>							
574	RANGER PLUMBING & HEATIN	107110	REPAIR LEAKS	07/18/2023	10,334.72	10,334.72	08/09/2023
Total RANGER PLUMBING & HEATING, INC.:					10,334.72	10,334.72	
<b>REDSTONE LEASING</b>							
3842	REDSTONE LEASING	2023.9	Lease 59 OF 60	08/01/2023	203.07	203.07	08/09/2023
Total REDSTONE LEASING:					203.07	203.07	
<b>RIVERSIDE HARDWARE LLC</b>							
3659	RIVERSIDE HARDWARE LLC	200845	COUPLER	07/27/2023	15.18	15.18	08/09/2023
Total RIVERSIDE HARDWARE LLC:					15.18	15.18	
<b>ROCKY MOUNTAIN INFORMATION</b>							
2419	ROCKY MOUNTAIN INFORMATI	24797	ANNUAL MEMBERSHIP	07/12/2023	50.00	50.00	07/31/2023
Total ROCKY MOUNTAIN INFORMATION:					50.00	50.00	
<b>ROEHL, BLAKE</b>							
10001	ROEHL, BLAKE	2023.7.14	REIMB-SUPPLIES	07/14/2023	13.56	13.56	07/31/2023
10001	ROEHL, BLAKE	6/20/2023	REIMB-TUITION	06/20/2023	183.75	183.75	07/31/2023
10001	ROEHL, BLAKE	6/20/2023	REIMB-TUITION	06/20/2023	183.75	183.75	07/31/2023
Total ROEHL, BLAKE:					381.06	381.06	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>SAFETRAC</b>							
3143	SAFETRAC	40475	CDL Services	08/01/2023	547.25	547.25	08/09/2023
Total SAFETRAC:					547.25	547.25	
<b>SLEEPING GIANT ANIMAL CLINIC</b>							
3645	SLEEPING GIANT ANIMAL CLINI	57570	BRIGGS	07/03/2023	11.21	11.21	08/09/2023
Total SLEEPING GIANT ANIMAL CLINIC:					11.21	11.21	
<b>SPECIAL LUBE</b>							
1814	SPECIAL LUBE	224-280-11846	Oil Change	07/26/2023	90.10	90.10	08/09/2023
1814	SPECIAL LUBE	224-280-12085	Oil Change	08/02/2023	68.86	68.86	08/09/2023
Total SPECIAL LUBE:					158.96	158.96	
<b>TARR, MARGARET</b>							
3586	TARR, MARGARET	2023.7.17	REIMB-SUPPLIES	07/17/2023	13.99	13.99	07/31/2023
3586	TARR, MARGARET	2023.7.17.1	REIMB-SUPPLIES	07/17/2023	75.93	75.93	07/31/2023
Total TARR, MARGARET:					89.92	89.92	
<b>TD&amp;H ENGINEERING, INC</b>							
3390	TD&H ENGINEERING, INC	34439	ON CALL SEWER MODELING	07/17/2023	248.00	248.00	07/31/2023
3390	TD&H ENGINEERING, INC	34439	GARNIER PROPERTIES SURVE	07/17/2023	97.57	97.57	07/31/2023
3390	TD&H ENGINEERING, INC	34440	REGIONAL SEWER EXT	07/11/2023	44,734.50	44,734.50	07/31/2023
Total TD&H ENGINEERING, INC:					45,080.07	45,080.07	
<b>THOMSON REUTERS - WEST</b>							
2823	THOMSON REUTERS - WEST	848731801	Information Charges	08/01/2023	353.65	353.65	08/09/2023
Total THOMSON REUTERS - WEST:					353.65	353.65	
<b>TOWN &amp; COUNTRY FOODS - LIVINGSTON</b>							
2595	TOWN & COUNTRY FOODS - LI	150	StalON SUPPLIES	03/10/2023	4.58	4.58	08/09/2023
2595	TOWN & COUNTRY FOODS - LI	171	Station supplies	07/19/2023	8.93	8.93	08/09/2023
2595	TOWN & COUNTRY FOODS - LI	2023.312	StalON SUPPLIES	02/13/2023	34.35	34.35	08/09/2023
2595	TOWN & COUNTRY FOODS - LI	2023.5	Station supplies-CREDTI	05/01/2023	15.18-	15.18-	08/09/2023
2595	TOWN & COUNTRY FOODS - LI	2023.7	Station supplies	07/19/2023	28.48	28.48	08/09/2023
2595	TOWN & COUNTRY FOODS - LI	301	StalON SUPPLIES	02/19/2023	38.26	38.26	08/09/2023
2595	TOWN & COUNTRY FOODS - LI	32	Station supplies	08/01/2023	104.61	104.61	08/09/2023
Total TOWN & COUNTRY FOODS - LIVINGSTON:					204.03	204.03	
<b>TRANSUNION RISK &amp; ALTERNATIVE</b>							
3376	TRANSUNION RISK & ALTERNA	380349-20230	investigative resear	08/01/2023	113.60	113.60	08/09/2023
Total TRANSUNION RISK & ALTERNATIVE:					113.60	113.60	
<b>ULINE</b>							
3564	ULINE	166147623	Station Supplies	07/19/2023	366.16	366.16	08/09/2023
Total ULINE:					366.16	366.16	
<b>UPS STORE #2420, THE</b>							
292	UPS STORE #2420, THE	2023.6.27	Shipment	06/27/2023	12.03	12.03	07/31/2023



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total UPS STORE #2420, THE:					12.03	12.03	
<b>UTILITIES UNDERGROUND LOCATION</b>							
3472	UTILITIES UNDERGROUND LO	3075091	Excavation Notifica	07/31/2023	78.50	78.50	08/09/2023
3472	UTILITIES UNDERGROUND LO	3075091	Excavation Notifica	07/31/2023	78.50	78.50	08/09/2023
3472	UTILITIES UNDERGROUND LO	3075091	Excavation Notifica	07/31/2023	78.50	78.50	08/09/2023
Total UTILITIES UNDERGROUND LOCATION:					235.50	235.50	
<b>VERIZON WIRELESS</b>							
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	62.33	62.33	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	47.71	47.71	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	19.51	19.51	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	19.51	19.51	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	19.51	19.51	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	62.33	62.33	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	62.33	62.33	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	19.51	19.51	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	19.51	19.51	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	43.54	43.54	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	43.54	43.54	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	43.54	43.54	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	43.54	43.54	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	19.51	19.51	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	19.51	19.51	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	16.55	16.55	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	16.55	16.55	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	43.54	43.54	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	43.54	43.54	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	19.51	19.51	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	13.89	13.89	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	12.09	12.09	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	47.71	47.71	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	43.54	43.54	07/31/2023
879	VERIZON WIRELESS	9939146424	July 2023 cellphones	07/08/2023	43.49	43.49	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	20.28	20.28	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	137.57	137.57	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	45.24	45.24	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	10.14	10.14	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	10.14	10.14	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	45.23	45.23	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	23.99	23.99	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	20.27	20.27	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	45.23	45.23	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	20.27	20.27	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	20.27	20.27	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	20.27	20.27	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	20.27	20.27	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	20.27	20.27	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	20.27	20.27	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	20.27	20.27	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	20.27	20.27	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	20.27	20.27	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	12.57	12.57	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	20.27	20.27	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	20.27	20.27	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	20.27	20.27	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	20.27	20.27	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	12.57	12.57	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	12.57	12.57	07/31/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	12.57	12.57	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	45.24	45.24	07/31/2023
879	VERIZON WIRELESS	9939146425	July 2023 cellphones	07/08/2023	45.19	45.19	07/31/2023
Total VERIZON WIRELESS:					1,552.03	1,552.03	
<b>WESTERN STATES FIRE PROTECTION CO</b>							
10004	WESTERN STATES FIRE PROT	WSF530597	SPRINKLER SERVICE	06/26/2023	4,080.00	4,080.00	08/09/2023
Total WESTERN STATES FIRE PROTECTION CO:					4,080.00	4,080.00	
<b>WHISTLER TOWING, LLC</b>							
3237	WHISTLER TOWING, LLC	7685	M1 Repair	07/10/2023	310.67	310.67	08/09/2023
3237	WHISTLER TOWING, LLC	7697	M5	07/12/2023	948.56	948.56	08/09/2023
Total WHISTLER TOWING, LLC:					1,259.23	1,259.23	
<b>WILCOXSON'S</b>							
47	WILCOXSON'S	922757	Ice Cream - Pool	07/28/2023	123.75	123.75	08/09/2023
47	WILCOXSON'S	932558	Ice Cream - Pool	07/14/2023	87.75	87.75	08/09/2023
47	WILCOXSON'S	932706	Ice Cream - Pool	07/21/2023	123.00	123.00	08/09/2023
Total WILCOXSON'S:					334.50	334.50	
<b>WISPWEST.NET</b>							
2087	WISPWEST.NET	822261	Civic Center	08/01/2023	63.51	63.51	08/09/2023
2087	WISPWEST.NET	825674	Internet SOCCER	08/01/2023	85.19	85.19	08/09/2023
Total WISPWEST.NET:					148.70	148.70	
<b>YELLOWSTONE SPORTING GOODS</b>							
576	YELLOWSTONE SPORTING GO	128341	SUPPLIES	07/11/2023	11.98	11.98	07/31/2023
Total YELLOWSTONE SPORTING GOODS:					11.98	11.98	
Grand Totals:					912,691.18	912,691.18	

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

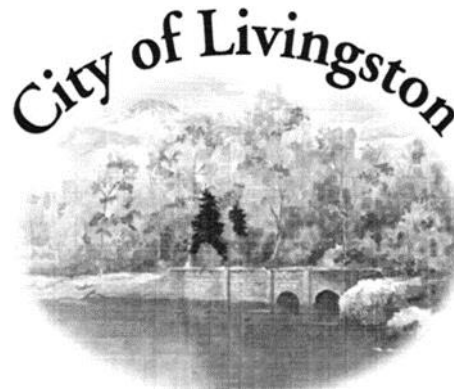
**File Attachments for Item:**

**A. CONSIDERATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS FOR 2023**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 8/15/2023  
To: Chair Nootz and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Public Hearing for Community Development Block Grant Projects**

**Recommendation and Summary**

Staff is recommending the Commission conduct a public hearing to solicit community input on possible projects that may be funded by a Community Development Block Grant. As this is a to conduct a public hearing soliciting project concepts, no motion is necessary.

The reasons for the public hearing are as follows:

- The Montana Department of Commerce is conducting an application round for both planning and construction grants in November 2023.
- The Department has promulgated certain advise to possible applicants on best practices and recommends two public hearings with the community..

**Introduction and History**

The Community Development Block Grant (CDBG) program awards grants to cities, towns, and counties to develop and preserve affordable housing, to provide services to the most vulnerable in our communities, and to create and retain jobs. CDBG provides funding and technical assistance to help local governments plan for future growth and development, develop specific plans for individual projects, and take action to address community needs.

**Analysis**

With an application cycle for both planning and construction grants closing in November, the City is interested in learning of potential projects from community members. The City is considering a planning grant related to the potential zoning code update but welcomes community input on other planning or construction grant opportunities.

**Fiscal Impact**

There is no fiscal impact arising from the conduct of a public hearing.

**Strategic Alignment**

Understanding community needs aligns with the City’s goal to implement community priorities.

**Attachments**

Attachment A: CDBG Public Hearing Guidelines

## APPENDIX D Public Hearing Requirements

### **The First Public Hearing**

The purpose of the first public hearing is to provide an objective and neutral forum for considering overall community needs and potentially competing or alternative proposals for CDBG projects to deal with those needs, within the local government’s jurisdiction. The first public hearing should inform the public about the amount of state CDBG funds estimated to be available to Montana communities, and the kinds of activities that are eligible for CDBG funds.

Applicants should hold the first public hearing not more than twelve months prior to the date of application. The site of the first public hearing should be a neutral one that would encourage fair and impartial consideration of all potential CDBG projects. Local officials may have a possible project in mind for a CDBG application before the first public hearing to "identify community development and housing needs" is held. However, it is very important that the location of the first hearing be considered a neutral site, so as not to skew the selection of the proposed project toward a pre-determined community need, and so that all potential CDBG projects may receive fair consideration before a decision to submit a particular project is made. For example, even though a county government may be considering a project to serve a particular unincorporated community, the first public hearing should be held in the county seat, rather than in that unincorporated community, so that each potential community development and housing need may receive fair and impartial consideration as a potential CDBG project.

To minimize duplication, local governments may use advertised public hearings related to their planning program or other funding applications to meet the CDBG requirement for a public hearing prior to preparation of their CDBG application, as long as overall community needs, and possible solutions are considered. An increasing number of Montana counties and cities are cooperating to publicize and hold joint, annual hearings to consider overall community development and housing needs for both the city and county. By this means, a single public hearing on overall community development needs can meet the requirements of other state or federal programs.

### **The Second Public Hearing**

The purpose of the second public hearing is to give citizens and potential beneficiaries of the proposed CDBG project (especially LMI persons) or residents of the project area adequate opportunity to consider the potential impacts and benefits of the community’s proposed project and to comment on it, before the community submits the application. The second hearing should be held not more than three months prior to the date of application however also provide local officials a reasonable amount of time to deal with comments or concerns stated by citizens at the hearing.

At the second public hearing, specific CDBG program requirements and related project issues should be reviewed. This is the key hearing at which the public should have the opportunity to review and comment on the details of the scope, design, and all projected financial responsibilities falling on project beneficiaries. To facilitate the participation of citizens who may be most affected by a proposed project, local officials may wish to hold the second public hearing in a location near the proposed project site. For the second public hearing it would be appropriate, for example, to hold the hearing at a senior center proposed to be assisted with the CDBG project. Local governments may conduct a single, consolidated public hearing to address the public hearing requirement for other funding programs while meeting the CDBG second public hearing requirement.

The CDBG Program encourages a neutral setting that promotes open discussion and an exchange of ideas regarding all community development and housing needs, and possible solutions for those needs. This may include an open town meeting or facilitated small group discussion with a final summation of identified community needs and solutions. Local officials may also want to use additional public involvement techniques such as open houses or presentations to local organizations to make more citizens aware of community needs and to solicit their ideas on

activities or projects to address community problems.

The two public hearings must:

- Be conducted by the city, town, or county government that will sponsor the application; it is also recommended the partnering non-profit or CRDC participate in the hearings.
- Provide reasonable and timely access to the public hearings along with information and records about the proposed project.
- Publish advertisements that include information such as clear location that is convenient and accessible to potential or actual beneficiaries and accommodations for individuals or groups with disabilities.
- Provide accommodations for non-English speaking residents when a significant number of non-English speaking residents might be reasonably expected to participate and include advertisements in non-English.
- Hearings should follow local government practice, but not at the exclusion of anything stated above.

**SAMPLE NOTICES**

**Sample Notice for the *First* CDBG Public Hearing**

The (*Town of \_\_\_\_\_*, the *City of \_\_\_\_\_* or \_\_\_\_\_ *County*) will hold a public hearing on (*day*), (*date*), (*time*), in the (*...building name and address...*), Room \_\_\_\_\_, for the purpose of obtaining public comments regarding the *City's (Town's or County's)* overall community and economic development needs, including the needs of low and moderate income persons. *The Town/City Council of \_\_\_\_\_* (or \_\_\_\_\_ *County Commissioners*) will also seek the views of citizens on the activities that should be undertaken to meet the identified needs and their relative priority. The (*City, Town or County*) may apply for state or federal funding from the Montana Community Development Block Grant (CDBG) Program and other funding sources to deal with community and economic development needs and would like comments or suggestions from local citizens regarding the *City's (Town's or County's)* needs and the type of projects which should be considered. Comments may be given orally at the hearing or submitted in writing before (*time and date*).

Anyone who would like more information or who wants to submit suggestions should contact (*person*), (*title*), (*telephone number*).

---

*If it is the intent of the applicant to coordinate the second project public hearing with hearings for other programs, this notice may be combined with information from other programs, but must contain CDBG project specific details as listed below.*

**Sample Notice for the *Second* CDBG Public Hearing**

The (*Town of \_\_\_\_\_*, the *City of \_\_\_\_\_* (or \_\_\_\_\_ *County*) will hold a public hearing on (*day*), (*date*), (*time*), in the (*... building name and address*), Room \_\_\_\_\_, for the purpose of obtaining public comments regarding a proposed application to the Montana Department of Commerce's Community Development Block Grant (CDBG) Program for a (*type of project, description of project, and project area, as applicable*). At the public hearing, the proposed project will be explained, including the purpose and proposed area of the project, activities, budget, possible sources of funding, and (if applicable, any costs that may result for local citizens as a result of the project). All interested persons will be given the opportunity to ask questions and to express their opinions regarding this proposed project.

Comments may be given orally at the hearing or submitted in writing before (*time and date*). Anyone who would like more information or who wants to submit questions or comments should contact (*person*), (*title*), (*telephone number*). A copy of the application to be submitted for funding the project is available for review at (*location*) during regular office hours.





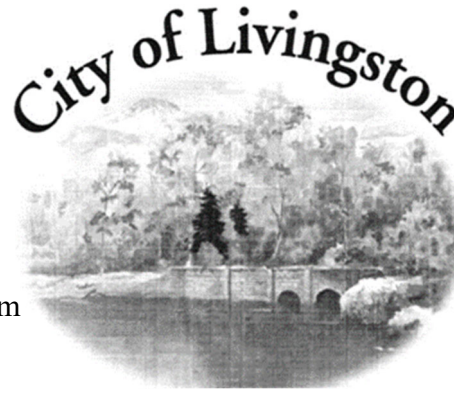
**File Attachments for Item:**

**A. RESOLUTION 5098: APPROVING AND ADOPTING THE FINAL FY 2024 BUDGET**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.com  
www.livingstonmontana.org



**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

*Incorporated 1889*

Date: 08/15/2023  
To: Chair Nootz and City Commissioners  
From: Paige Fetterhoff

**Staff Report for 5098 Adopting the Final Budget for Fiscal Year 2024**

**Recommendation and Summary**

Staff is recommending the Commission Approve Resolution 5098 to adopt the final budget for fiscal year 2024.

“I move to approve Resolution Number 5098 and authorize the Chair to sign Resolution Number 5098”

The reasons for the recommendation are as follows:

- The City Manager has provided a FY 2024 recommended budget to the City Commission.
- The City Commission requested certain changes to the recommended budget and those changes have been implemented.

**Introduction and History**

The FY 2024 City Manager’s Recommended Budget was first presented at the June 20<sup>th</sup>, 2023 Commission Meeting. At that time the Commission requested additional funding for an Energy Action plan as well as additional costs for an in-person election. Those requested have been implemented.

**Analysis**

The FY 2024 City Manager’s Recommended Budget contains detailed information related to expenditures along with estimated revenues.

**Attachments**

- Resolution 5098

**RESOLUTION NO. 5098**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, APPROVING AND ADOPTING THE FINAL BUDGET IN THE AMOUNT OF \$28,766,971 FOR THE FISCAL YEAR BEGINNING ON JULY 1, 2023, AND ENDING JUNE 30, 2024 (FY24), AND MAKING APPROPRIATIONS AND ESTABLISHING SPENDING LIMITS AND AUTHORIZING TRANSFER OF APPROPRIATIONS WITHIN THE SAME FUND.**

**WHEREAS**, the City Manager has presented the City Manager’s Preliminary Budget recommendation for Fiscal Year 2023-2024 in the amount of \$28,766,971 to the City Commission as required by 7-6-4020 Montana Code Annotated (MCA); and

**WHEREAS**, the City Commission has considered the proposed Preliminary Budget for Fiscal Year 2023-2024, and made revisions, reductions, additions and changes thereto as deemed appropriate, and has established spending limits at the level of appropriation detailed in Exhibit A and incorporated into this Resolution by this reference as though fully set forth herein; and

**WHEREAS**, a copy of the completed Preliminary Budget for Fiscal Year 2023-2024 has been placed for public inspection in the office of the Finance Officer located at 220 E Park Street, Livingston, Montana, and on the City of Livingston’s web page at [www.livingstonmontana.org](http://www.livingstonmontana.org); and

**WHEREAS**, pursuant to 7-6-4001 et seq. MCA, and following legal notice as required by 7-6-4021, MCA, on August 15<sup>th</sup>, 2023, the City Commission conducted a public hearing on the proposed budget at which time any taxpayer or resident of the City was given the opportunity to be heard for or against any part of the proposed preliminary budget for FY2023-2024; and

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

That the Final Budget for FY 2023-2024 in the amount of \$28,766,971 and the legal spending limits at the level of appropriations detailed in Exhibit A, which is attached hereto and incorporated herein by reference are hereby established pursuant to 7-6-4030, MCA.

**BE IT FURTHER RESOVLED** that the City Manager is hereby authorized pursuant to 7-6-4031, MCA, to transfer appropriations between items within the same fund.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 15<sup>th</sup> day of August, 2023.

\_\_\_\_\_  
**MELISSA NOOTZ - Chairperson**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**EMILY HUTCHINSON**  
Recording Secretary

\_\_\_\_\_  
**JON HESSE**  
City Attorney

**EXHIBIT A to Resolution No. 5098**

<b>CHANGES IN FUND BALANCE/WORKING CAPITAL</b>					
<b>Fund #</b>	<b>Fund Name</b>	<b>Beginning Fund Balance June 30, 2023</b>	<b>Budgeted Revenues</b>	<b>Budgeted Expenditures</b>	<b>Projected Ending Fund Balance June 30, 2024</b>
<b>GENERAL FUND</b>					
1000	General Fund	3,030,108	7,753,020	8,301,243	2,481,885
<b>SPECIAL REVENUE FUNDS</b>					
2190	Comprehensive Liability	685	-	-	685
2220	Library	714,998	697,428	786,935	625,491
2260	Emergency/Disaster	484,874	-	484,874	-
2300	Communications/Dispatch Services	102,961	1,102,097	1,098,472	106,586
2310	Tax Increment District - Downtown	1,105,207	669,995	1,442,575	332,627
2372	Permissive Health Levy	6,989	701,047	700,249	7,787
2397	CDBG Economic Dev Revolving	724,070	1,700	14,000	711,770
2399	Impact Fees - Fire	120,058	33,944	150,000	4,002
	Impact Fees - Transportation	552,510	53,136	180,000	425,646
	Impact Fees - Police	6,665	3,705	10,000	370
	Impact Fees - Parks	229,189	48,660	130,750	147,099
	Unassigned	3,000	3,000	-	6,000
2400	Light Maintenance	137,705	100,600	162,800	75,505
2500	Street Maintenance	809,682	1,407,595	1,229,461	987,816
2600	Sidewalks	26,304	34,805	-	61,109
2650	Business Improvement District	1	44,430	44,430	1
2700	Park Improvement SRF	70,967	200	70,966	201
2750	Law Enforcement Joint Equipment	0	-	-	0
2820	Gas Tax	518,466	368,650	610,000	277,116
2991	American Rescue Plan	152,351	-	152,351	-
<b>TOTAL SPECIAL REVENUE FUNDS</b>		<b>5,766,682</b>	<b>5,270,992</b>	<b>7,267,863</b>	<b>3,769,811</b>
<b>DEBT SERVICE FUNDS</b>					
3002	2016 Fire Truck GOB	33,337	34,957	48,619	19,675
3003	2000 Fire Truck GOB	5,601	-	-	5,601
3200	West End Tax Increment District	161,996	181,989	267,707	76,278
3400	SID Revolving	111,815	100	-	111,915
3550	SID 179 - West End	33,790	29,754	33,119	30,425
3600	SID 181 - Green Acres	-	72,658	53,340	19,318
3955	SID 180 - Carol Lane	38,562	-	38,562	-
<b>TOTAL DEBT SERVICE FUNDS</b>		<b>385,101</b>	<b>319,458</b>	<b>441,347</b>	<b>263,212</b>
<b>CAPITAL PROJECT FUNDS</b>					
4010	Capital Improvement	118,869	200	110,000	9,069
4020	Library Capital Improvement	25,428	50	20,000	5,478
4099	Railroad Crossing Levy	525	-	-	525
4205	Regional Sewer	2,500,000	-	2,500,000	-
<b>TOTAL CAPITAL PROJECT FUNDS</b>		<b>2,644,822</b>	<b>250</b>	<b>2,630,000</b>	<b>15,072</b>
<b>ENTERPRISE FUNDS</b>					
5210	Water	1,927,419	2,349,000	1,801,350	2,475,069
5310	Sewer	1,467,556	2,954,435	3,021,825	1,400,166
5410	Solid Waste	1,280,837	2,563,339	2,826,500	1,017,676
5510	Ambulance Services	1,860,070	2,609,703	2,474,343	1,995,430
<b>TOTAL ENTERPRISE FUNDS</b>		<b>6,535,882</b>	<b>10,476,476</b>	<b>10,124,018</b>	<b>6,888,340</b>
<b>PERMANENT FUNDS</b>					
8010	Perpetual Cemetery	257,934	4,500	2,500	259,934
<b>TOTAL ALL FUNDS</b>		<b>18,620,529</b>	<b>23,824,696</b>	<b>28,766,971</b>	<b>13,678,254</b>

**Resolution No. 5098 Approving the Final Budget for FY 2023-2024**

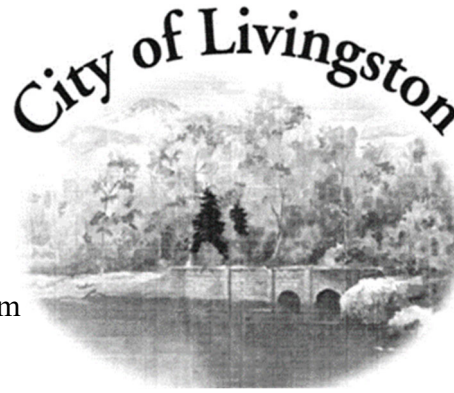
**File Attachments for Item:**

**B. RESOLUTION 5099: FIXING THE TAX LEVY FOR FY 2023-2024**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.com  
www.livingstonmontana.org



**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

*Incorporated 1889*

Date: 08/15/2023  
To: Chair Nootz and City Commissioners  
From: Paige Fetterhoff

**Staff Report for 5099 – A resolution to fix the tax levy for the 2023-2024 Fiscal year**

**Recommendation and Summary**

Staff is recommending the Commission Approve Resolution 5099 to fix the tax levy for fiscal year 2023-2024.

“I move to approve Resolution Number 5099 and authorize the Chair to sign Resolution Number 5099.”

The reasons for the recommendation are as follows:

- The Commission has reviewed and approved the FY 2023-2024 budget and the estimated tax revenue contained within was reasonably estimated to levy the full number of mills authorized by MCA 15-10-420.
- The full authorized levy is necessary to cover the operations of the City.

**Introduction and History**

The Commission was first presented the budget and preliminary mills at the June 20<sup>th</sup>, 2023. The final tax levy was similar to estimated provided in the City Manger’s Recommended Budget.

**Analysis**

The information below compares the prior tax levy to the current year levy

	<u>23-24</u>	<u>22-23</u>
Mill Value (excludes TIF's)	25,554.50	18,607.86
General Levy	117.48	154.43
Permissive and Voted Mills	<u>28.61</u>	<u>30.97</u>
Total Mills	146.09	185.40
Total Revenue	3,733,256.91	3,449,896.87
Tax on a residence valued at:		
\$100,000	197.22	250.29
\$200,000	394.44	500.58
\$300,000	591.66	750.87

**Fiscal Impact**

The total mills to be levied is 146.09 generating \$3,733,257 in tax revenue.

**Strategic Alignment**

Continue to support operations and the infrastructure of the City.

**Attachments**

- Resolution 5099

**RESOLUTION NO. 5099**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, FIXING THE TAX LEVY FOR FISCAL YEAR 2023-2024.**

**WHEREAS**, pursuant to 7-6-4001 et seq. Montana Code Annotated (MCA), and by Resolution No. 5098 the City Commission approved the Final Budget for the City of Livingston for Fiscal Year 2023-2024; and

**WHEREAS**, after determining the Final Budget, the City Commission is required to determine the property tax levy needed for each fund by:

- a) adding the total amount of the appropriations and authorized expenditures for the budget year;
- b) adding an additional amount as a reserve to meet expenditures made from the fund during the months of July to November of the next fiscal year;
- c) subtracting the working capital; and
- d) subtracting the total estimated revenue, other than the property tax levy, for the budget year; and

**WHEREAS**, pursuant to 7-6-4036, MCA, the City of Livingston is required to fix the tax levy by the later of the first Thursday after the first Tuesday in September or within 30 days after receipt of the certified taxable values, at levels that will balance the budget as provided for in 7-6-4034 MCA and in the manner provided by 15-10-201, MCA, i.e. shall make and fix every such levy in mills and tenths and hundredths of mills; and

**WHEREAS**, the adjusted value of the mill for Fiscal Year 2023-2024 is \$25,554.50, excluding Tax Increment Districts.

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

**Section One.** That the City Commission of the City of Livingston, Montana fix, levy and assess the general all-purpose mill levy and authorized additional mill levies against all taxable property, both real and personal in the City of Livingston, Montana, for the Fiscal Year beginning July 1, 2023, and ending on June 30, 2024, as follows:



<b>Fund</b>	<b>Title</b>	<b>Mill</b>
<b>Mill levies subject to limit (15-10-420, MCA):</b>		
1000	General	112.20
2220	Library	5.28
<b>Total mills subject to limit:</b>		<u>117.48</u>
 <b>Mill levies not subject to mill levy limit (2-18-703(3), MCA):</b>		
§15-10-420(9) MCA		
2372	Permissive Health Insurance	24.86
<b>Total mills not subject to limit:</b>		<u>24.86</u>
 <b>Voter approved mill levies:</b>		
3002	2016 Fire Truck GOB	1.75
5510	Ambulance	2.00
<b>Total voter approved mills:</b>		<u>3.75</u>
<b>Total mills:</b>		<u><u>146.09</u></u>

**Section Two.** That the effective date of this Resolution will be July 1, 2023.

**Section Three.** That the taxes fixed, levied and assessed will be collected by the County of Park, Montana, and the Finance Officer of the City of Livingston shall cause to be certified to the County Treasurer and the County Clerk and Recorder of Park County, Montana, a copy of this Resolution immediately after passage.

**Section Four.** That the Finance Officer will within a reasonable time forward a complete copy of the final budget together with tax levies to the Department of Commerce.

**Section Five.** That the City Commission hereby authorizes the City Manager pursuant to 7-6-4031 Montana Code Annotated to transfer appropriations between items within the same fund.

**Section Six.** That, pursuant to 7-6-4006 MCA, appropriations may be adjusted pursuant to procedures authorized by the City Commission for:

- a) debt service funds for obligations related to debt approved by the governing body;
- b) trust funds for obligations authorized by trust covenants;
- c) any fund for federal, state, local or private grants and shared revenue accepted and approved by the City Commission;
- d) any fund for special assessments approved by the City Commission;
- e) the proceeds from the sale of land;
- f) any fund for gifts or donations; and
- g) money borrowed during the fiscal year.

**Section Seven:** That, pursuant to 7-6-4012 MCA, the City Commission hereby authorizes

adjustments to appropriations funded by fees throughout the budget period which are based upon the cost of providing a service and are fully funded by the related fees for services, fund reserves or non-fee revenue such as interest for:

- a) proprietary fund appropriations; or
- b) other appropriations specifically identified in the final budget resolution as fee-based appropriations.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 15<sup>th</sup> day of August, 2023.

---

**MELISSA NOOTZ**  
**Chairperson**

**ATTEST:**

**APPROVED AS TO FORM:**

---

**EMILY HUTCHINSON**  
**Recording Secretary**

---

**JON HESSE**  
**City Attorney**

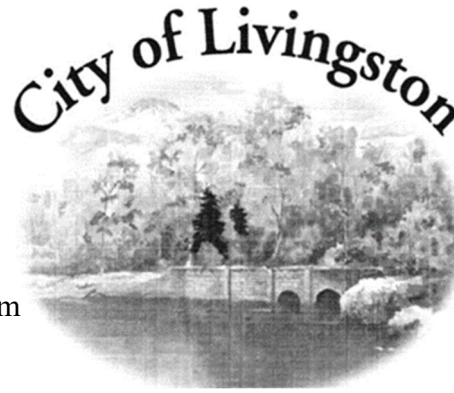
**File Attachments for Item:**

**C. RESOLUTION 5100: INCREASING ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WATER SYSTEM**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.com  
www.livingstonmontana.org



**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

*Incorporated 1889*

Date: 08/15/2023  
To: Chair Nootz and City Commissioners  
From: Paige Fetterhoff

**Staff Report for 5100 Resolution to Increase Water Rates**

**Recommendation and Summary**

Staff is recommending the Commission Approve Resolution 5100 to increase water rates for FY 23-24.

“I move to approve Resolution Number 5100 and authorize the Chair to sign Resolution Number 5100.”

The reasons for the recommendation are as follows:

- Operating costs continue to rise.
- Capital costs are increase at a rate that is making it difficult to fund the replacement of aging infrastructure.

**Introduction and History**

Water connection fees and rates were first discussed at the June 20<sup>th</sup>, 2023 Commission Meeting. Staff is recommending an implementation of tiered rates due to increased demand during the Summer season. Additionally, the cost of providing staff, operating costs, and capital costs for water infrastructure and services continues to increase.

**Analysis**

The City operates 6 wells, historically 2 are need from October through March then increasing each month from April to mid-July when water demand requires all wells to be running. Over the last couple of years, the need for all 6 wells is becoming necessary earlier in the year. The use of all 6 wells used to allow the City to replenish is reservoirs at night but with the use of more sprinkler systems, this is becoming increasingly difficult. Tiered rates will assist the City in encouraging water conservation among its residents and allow reservoirs to be replenished during times of low usage.

For users, the tiered rates will be charged as follows:

Gallons		Proposed	
From	To	Connection Fee	Usage Fee
-	-	15.21	-
1	10,000	15.21	3.51
10,001	30,000	15.21	3.69
30,001	70,000	15.21	3.76
>70,000	100,000	15.21	3.86

A review of customer water usage for the past year shows the following data:

	Tier 1	Tier 2	Tier 3	Tier 4
<b>% of Billing</b>	58.57%	22.31%	5.62%	13.51%
<b>% of Users</b>	83.80%	14.18%	1.27%	0.75%

**Fiscal Impact**

The expected increase in revenue for the FY 2024 year is approximately \$475,000. This projection is based on historical usage along with the implementation of tiered rates.

**Strategic Alignment**

Continue to support operations and the infrastructure of the City.

**Attachments**

- Resolution 5100

**RESOLUTION NO. 5100**

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

**WHEREAS**, the City of Livingston operates water facilities and services as enterprise funds, i.e. that the cost of providing the services to the general public on a continuing basis are financed or recovered through user charges and are not supported by the general tax levy; and

**WHEREAS**, 69-7-101 *et seq.* Montana Code Annotated (MCA), authorizes increases in utility rates when deemed necessary by the City Commission; and

**WHEREAS**, the costs of providing water services and improving infrastructure continues to rise necessitating a rate increase; and

**WHEREAS**, a 3% increase in the connection fee and a tiered usage rate increase ranging from 3% to 10%, which will result in a monthly increase of approximately \$0.54 to \$4.24, depending on the amount of water consumed by the customer all as set forth in Exhibit A, which is attached hereto and incorporated by this reference as though fully set forth herein; and

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

The City Commission of the City of Livingston, Montana hereby increases the water connection fee 10% and water usage rate 3% to 10% for its customers to become effective for water usage starting August 2023, to be billed in September 2023.

**BE IT FURTHER RESOLVED** that Notice, attached hereto as Exhibit B and incorporated herein by reference, be published in accordance with law, and a copy of this Resolution be mailed to the Montana Consumer Counsel as required by 69-7-111(5) MCA.

**BE IT FURTHER RESOLVED** that Notice, attached hereto as Exhibit C, and incorporated herein by reference was mailed to each customer in accordance with law.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 15<sup>th</sup> day of August, 2023.

\_\_\_\_\_  
**MELISSA NOOTZ - Chairperson**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**EMILY HUTCHINSON**  
Recording Secretary

\_\_\_\_\_  
**JON HESSE**  
City Attorney

**Exhibit A to Resolution No. 5100**

**Residential Rates**  
(based on a standard 5/8" meter)

<i>Water Minimum Charge \$ 15.21 per month, plus \$3.51 per 1000 gallons</i>					
<b>Gallons</b>		<b>Current</b>		<b>Proposed</b>	
<b>From</b>	<b>To</b>	<b>Connection Fee</b>	<b>Usage Fee</b>	<b>Connection Fee</b>	<b>Usage Fee</b>
-	-	14.77	-	15.21	-
1	10,000	14.77	3.41	15.21	3.51
10,001	30,000	14.77	3.41	15.21	3.69
30,001	70,000	14.77	3.41	15.21	3.76
>70,000	100,000	14.77	3.41	15.21	3.86

**Commercial Rates**

SIZE	GALLONS	CHARGE	1000 GALLONS
3/4"	Up to 7,000	\$ 39.78	\$3.51 for usage above 7,000 gallons
1"	Up to 15,000	\$ 71.32	\$3.69 for usage above 15,000 gallons
1 1/2"	Up to 25,000	\$ 105.66	\$3.76 for usage above 25,000 gallons
2"	Up to 42,000	\$ 169.23	\$3.76 for usage above 25,000 gallons
3"	Up to 60,000	\$ 236.91	\$3.76 for usage above 25,000 gallons
4"	Up to 100,000	\$ 390.31	\$3.86 for usage above 100,000 gallons
6"	Up to 275,000	\$ 1,065.81	\$3.86 for usage above 275,000 gallons

**Exhibit B – Public Notice**

Notice is hereby given that the Livingston City Commission will conduct a public hearing in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana on August 15<sup>th</sup>, 2023, at 5:30 p.m. on **Resolution No. 5095**, entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF IT’S INTENT TO ADJUST RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WATER SYSTEM**, resulting in an increase of approximately \$0.54 to \$4.24 for residential customers, depending on the amount of water consumed by the customer. All interested persons are invited to attend the public hearing, to make comments or make objections thereto. For additional information contact the City of Livingston Finance Department at 220 E Park Street, Livingston, MT, 59047, or by phone at (406) 222-1142.

Please publish three (3) times at least 6 (six) days apart, with the first publication being no more than 28 days prior to the hearing and the last being no less than 3 days prior to the hearing. In addition, please mail a copy to the Consumer Counsel in Helena.



**Exhibit C- Public Notice Mailing**

**COMBINED NOTICE OF PUBLIC HEARINGS ON  
PROPOSED RATE INCREASES FOR WATER,  
WASTE WATER, AND SOLID WASTE EFFECTIVE AUGUST 2023**

Notice is hereby given that the City Commission of Livingston, Montana, will conduct public hearings on Resolutions 5095 and 5096 in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on August 15<sup>th</sup>, 2023, at 5:30 p.m. of its intent to increase the Water Rate in the amount of 3% to 10% (approximately \$0.54 to \$4.24, depending on the amount of water consumed by the customer) and the Sewer Rate in the amount of 5% (approximately \$1.01 to \$5.01). See attached schedules. The public is invited to attend and comment on the proposed rate increases. For further information, contact the City of Livingston Finance Department at 220 E Park Street, Livingston, MT, 59047, or by phone at 222-1142.

Please mail at least 7 days and no more than 30 days prior to the hearing to each customer including an estimate of the amount the customer’s average bill will increase.

<i>Water Minimum Charge \$ 15.21 per month, plus \$3.51 per 1000 gallons</i>					
Gallons		Current		Proposed	
From	To	Connection Fee	Usage Fee	Connection Fee	Usage Fee
-	-	14.77	-	15.21	-
1	10,000	14.77	3.41	15.21	3.51
10,001	30,000	14.77	3.41	15.21	3.69
30,001	70,000	14.77	3.41	15.21	3.76
>70,000	100,000	14.77	3.41	15.21	3.86

<i>Sewer Minimum Charge \$21.20 per month; plus \$8.41 per 1000 gallons</i>			
Gallons	Current	Proposed	Difference
0	\$ 20.19	\$ 21.20	\$ 1.01
1000	\$ 28.20	\$ 29.61	\$ 1.41
2000	\$ 36.21	\$ 38.02	\$ 1.81
3000	\$ 44.22	\$ 46.43	\$ 2.21
4000	\$ 52.23	\$ 54.84	\$ 2.61
5000	\$ 60.24	\$ 63.25	\$ 3.01
6000	\$ 68.25	\$ 71.66	\$ 3.41
7000	\$ 76.26	\$ 80.07	\$ 3.81
8000	\$ 84.27	\$ 88.48	\$ 4.21
9000	\$ 92.28	\$ 96.89	\$ 4.61
10000	\$ 100.29	\$ 105.30	\$ 5.01

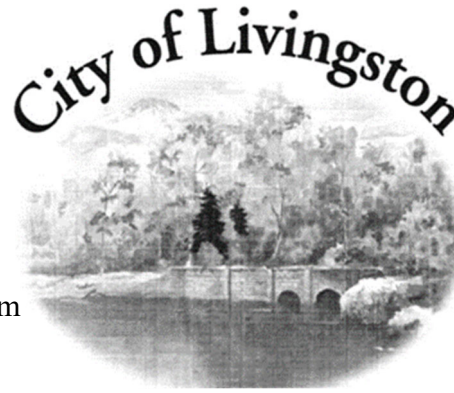
**File Attachments for Item:**

**D. RESOLUTION 5101: INCREASING ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WASTEWATER SYSTEM**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.com  
www.livingstonmontana.org



**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

*Incorporated 1889*

Date: 08/15/2023  
To: Chair Nootz and City Commissioners  
From: Paige Fetterhoff

**Staff Report for 5101 Resolution to Increase Wastewater Rates**

**Recommendation and Summary**

Staff is recommending the Commission Approve Resolution 5101 to increase wastewater rates for FY 23-24.

“I move to approve Resolution Number 5101 and authorize the Chair and City Manager to sign Resolution Number 5101”

The reasons for the recommendation are as follows:

- Operating costs continue to rise.
- Capital costs are increase at a rate that is making it difficult to fund the replacement of aging infrastructure.

**Introduction and History**

Wastewater connection fees and rates were first discussed at the June 20<sup>th</sup>, 2023 Commission Meeting. Staff is recommending an increase to all sewer rates of 5%. The cost of providing staff, operating costs, and capital costs for wastewater infrastructure and services continues to increase.

**Analysis**

User charges is the primary source of revenue for the wastewater system. Over the past couple of years, there has been a significant increase to the cost of providing wastewater services to the community. In addition, the Sewer Fund has several outstanding debt obligations with covenants that require the City to maintain debt service coverage equal to 125%. Because of this, as operating costs continue to rise, so must the rate system users are charged.

The average residential user will pay between \$1.01 and \$5.01 in additional costs as a result of this rate change.

**Fiscal Impact**

The expected increase in revenue for the FY 2024 year is approximately \$125,000. This projection is based on historical usage.

**Strategic Alignment**

Continue to support operations and the infrastructure of the City.

**Attachments**

- Resolution 5101

**RESOLUTION NO. 5101**

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

**WHEREAS**, the City of Livingston operates water and sewer facilities and services as enterprise funds, i.e. that the cost of providing the services to the general public on a continuing basis are financed or recovered through user charges and are not supported by the general tax levy; and

**WHEREAS**, 69-7-101 *et seq.* Montana Code Annotated (MCA), authorizes increases in utility rates when deemed necessary by the City Commission; and

**WHEREAS**, the costs of providing wastewater services, improving infrastructure, and meeting bonded debt coverage continues to rise necessitating a rate increase; and

**WHEREAS**, by Resolution No. 5054, effective July 2022, the City last raised its sewer rates by 3.5%; and

**WHEREAS**, a 5% increase in sewer rates will result in a monthly increase of \$1.01 to \$5.01 per month depending on sewer usage, all as set forth in Exhibit A, which is attached hereto and incorporated by this reference as though fully set forth herein; and

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

The City Commission of the City of Livingston, Montana hereby increases the sewer rate for its customers in the amount of 5% to become effective for sewer usage starting August 2023, to be billed in September, 2023.

**BE IT FURTHER RESOLVED** that Notice, attached hereto as Exhibit B, and incorporated herein by reference was mailed to each customer in accordance with law.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 15<sup>th</sup> day of August, 2023.

\_\_\_\_\_  
**MELISSA NOOTZ - Chairperson**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**EMILY HUTCHINSON**  
Recording Secretary

\_\_\_\_\_  
**JON HESSE**  
City Attorney

**Exhibit A- Sewer Rate changes based on 5% increase**

*Sewer Minimum Charge \$21.20 per month; plus \$8.41 per 1000 gallons*

<b>Gallons</b>	<b>Current</b>	<b>Proposed</b>	<b>Difference</b>
0	\$ 20.19	\$ 21.20	\$ 1.01
1000	\$ 28.20	\$ 29.61	\$ 1.41
2000	\$ 36.21	\$ 38.02	\$ 1.81
3000	\$ 44.22	\$ 46.43	\$ 2.21
4000	\$ 52.23	\$ 54.84	\$ 2.61
5000	\$ 60.24	\$ 63.25	\$ 3.01
6000	\$ 68.25	\$ 71.66	\$ 3.41
7000	\$ 76.26	\$ 80.07	\$ 3.81
8000	\$ 84.27	\$ 88.48	\$ 4.21
9000	\$ 92.28	\$ 96.89	\$ 4.61
10000	\$ 100.29	\$ 105.30	\$ 5.01

**Exhibit B- Public Notice Mailing**

**COMBINED NOTICE OF PUBLIC HEARINGS ON  
PROPOSED RATE INCREASES FOR WATER,  
WASTE WATER, AND SOLID WASTE EFFECTIVE AUGUST 2023**

Notice is hereby given that the City Commission of Livingston, Montana, will conduct public hearings on Resolutions 5095 and 5096 in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on August 15<sup>th</sup>, 2023, at 5:30 p.m. of its intent to increase the Water Rate in the amount of 3% to 10% (approximately \$0.54 to \$4.24, depending on the amount of water consumed by the customer) and the Sewer Rate in the amount of 5% (approximately \$1.01 to \$5.01). See attached schedules. The public is invited to attend and comment on the proposed rate increases. For further information, contact the City of Livingston Finance Department at 220 E Park Street, Livingston, MT, 59047, or by phone at 222-1142.

Please mail at least 7 days and no more than 30 days prior to the hearing to each customer including an estimate of the amount the customer’s average bill will increase.

<i>Water Minimum Charge \$ 15.21 per month, plus \$3.51 per 1000 gallons</i>					
Gallons		Current		Proposed	
From	To	Connection Fee	Usage Fee	Connection Fee	Usage Fee
-	-	14.77	-	15.21	-
1	10,000	14.77	3.41	15.21	3.51
10,001	30,000	14.77	3.41	15.21	3.69
30,001	70,000	14.77	3.41	15.21	3.76
>70,000	100,000	14.77	3.41	15.21	3.86

<i>Sewer Minimum Charge \$21.20 per month; plus \$8.41 per 1000 gallons</i>			
Gallons	Current	Proposed	Difference
0	\$ 20.19	\$ 21.20	\$ 1.01
1000	\$ 28.20	\$ 29.61	\$ 1.41
2000	\$ 36.21	\$ 38.02	\$ 1.81
3000	\$ 44.22	\$ 46.43	\$ 2.21
4000	\$ 52.23	\$ 54.84	\$ 2.61
5000	\$ 60.24	\$ 63.25	\$ 3.01
6000	\$ 68.25	\$ 71.66	\$ 3.41
7000	\$ 76.26	\$ 80.07	\$ 3.81
8000	\$ 84.27	\$ 88.48	\$ 4.21
9000	\$ 92.28	\$ 96.89	\$ 4.61
10000	\$ 100.29	\$ 105.30	\$ 5.01

**File Attachments for Item:**

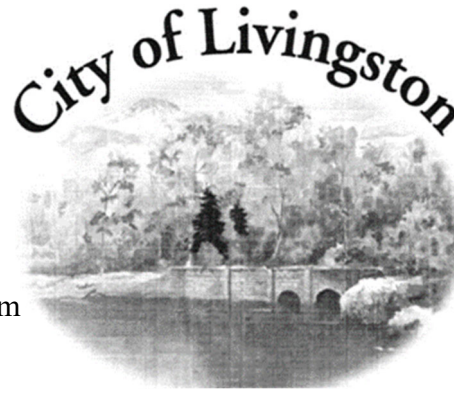
**E. RESOLUTION 5102: INTENT TO SPECIFY THE ASSESSMENT OPTION FOR STREET MAINTENANCE AND IMPROVEMENTS DISTRICT NO. 1 FOR FY 2023-2024**



**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.com  
www.livingstonmontana.org



**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

*Incorporated 1889*

Date: 08/15/2023  
To: Chair Nootz and City Commissioners  
From: Paige Fetterhoff

**Staff Report for 5102 a Resolution of Intent to Specify the Assessment Amount for the Street Maintenance District**

**Recommendation and Summary**

Staff is recommending the Commission Approve Resolution 5102 to assess Improvement District number 1 for street maintenance and improvements.

“I move to approve Resolution Number 5102 and authorize the Chair to sign Resolution Number 5102.”

The reasons for the recommendation are as follows:

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

**Introduction and History**

In 1994 the City authorized the creation of a Street Maintenance District as allowed by MCA 7-12-4401. The district was created to provide for the cost of maintaining and improving streets across the City of Livingston and encompasses all property, including annexations, of the City. In prior years, property was assessed based on the size of the lot. This methodology was amended in 2023 and property is now assessed based on its taxable value.

**Analysis**

In fiscal year 2023, the average residential property was assessed \$275.09 and commercial properties were assessed \$484.42. Under the new methodology those averages change to \$255.58 for residential property and \$616.14 for commercial property. The most significant year over year change will be recognized by those properties large in size with little to no improvements and those with a high taxable value on small lots such as hotels.

**Fiscal Impact**

The amount to be assessed in FY 2024 is \$1,323,900 which is the same as the prior year’s assessment.

**Strategic Alignment**

Continue to support operations and the infrastructure of the City.

**Attachments**

- Resolution 5102

**RESOLUTION NO. 5102**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO SPECIFY THE ASSESSMENT OPTION FOR STREET MAINTENANCE AND IMPROVEMENTS DISTRICT NO. 1 FOR FISCAL YEAR 2023-2024 IN AN ESTIMATED AMOUNT OF \$1,323,900, LEVY AND ASSESS ALL PROPERTY WITHIN THE DISTRICT.**

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

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

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

**WHEREAS**, it is the City’s intent to levy and assess 100 percent of the costs for improvements and maintenance of streets and alleys against each parcel of land within said district for that part of the cost which its assessable area bears to the assessable area of the district which such parcel is located exclusive of streets, avenues, alleys and public places; and

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

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

**WHEREAS**, pursuant to 7-12-4427, MCA, the City Commission will meet on September 5<sup>th</sup>, 2023, at 5:30 p.m. to hear all objections which may be made to such assessment or any part thereof and may adjourn from time to time for that purpose and may by resolution modify such assessment in whole or in part.

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

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

**BE IT FURTHER RESOLVED** that it is the intent of the City Commission to levy and assesses for Fiscal Year 2023-2024 100% of the cost of improving and maintaining streets and alleys in Street Maintenance District No. 1 in the amount of \$1,323,900, representing a 0% increase from the previous fiscal year, against each and every parcel of land within said district for that part of the cost which its assessable area bears to the assessable area of the entire district exclusive of streets, avenues, alleys and public places, all as set forth in the list of all parcels of property in said district which contains the name of each parcel owner and the amount levied thereon. A copy of said list is on file and open for public inspection in the office of the City of Livingston, 220 East Park Street, Livingston, Montana.

**BE IT FURTHER RESOLVED** that the City Commission will conduct a public hearing on September 5<sup>th</sup>, 2023, at 5:30 p.m. in the Community Room of the City County Complex and via Zoom, and a copy of the Notice attached hereto as Exhibit A, and incorporated herein by reference, be posted and published as required by law.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 15<sup>th</sup> day of August, 2023.

\_\_\_\_\_  
**MELISSA NOOTZ - Chairperson**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**EMILY HUTCHINSON**  
**Recording Secretary**

\_\_\_\_\_  
**JON HESSE**  
**City Attorney**

**Exhibit A – Public Notice**

**NOTICE**

A public hearing will be held by the City Commission of Livingston, Montana, on September 5<sup>th</sup>, 2023, at 5:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana and via Zoom on **RESOLUTION No. 5102** entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO SPECIFY THE ASSESSMENT OPTION FOR STREET MAINTENANCE AND IMPROVMENTS DISTRICT NO. 1 FOR FISCAL YEAR 2023-2024 IN AN ESTIMATED AMOUNT OF \$1,323,900, LEVY AND ASSESS ALL PROPERTY WITHIN THE DISTRICT.** All interested persons are invited to attend the public hearing, to make comments or make objections to said assessments. For additional information, contact the City of Livingston at 220 East Park Street, Livingston, MT 59047, or by phone at 823-6001.

Please publish twice at least six (6) days apart and the notice needs also to be posted and copies made available to the public. The hearing must be at least five days after the date of final publication.

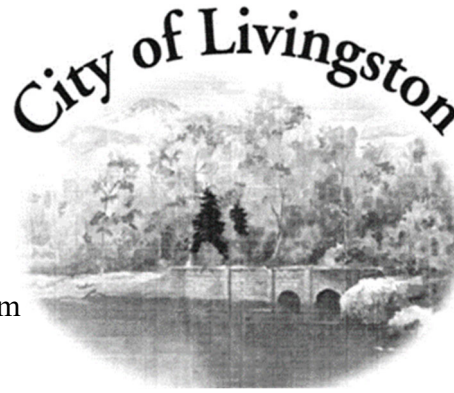
**File Attachments for Item:**

**F. RESOLUTION 5103: INTENT TO ESTIMATE THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 FOR FY 2023-2024**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.com  
www.livingstonmontana.org



**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

*Incorporated 1889*

Date: 08/15/2023  
To: Chair Nootz and City Commissioners  
From: Paige Fetterhoff

**Staff Report for 5103 a Resolution of intent to specify the assessment amount for maintaining and supplying electrical current to the Light Maintenance District**

**Recommendation and Summary**

Staff is recommending the Commission Approve Resolution 5103 to assess Improvement District number 20 for light maintenance and electrical currents.

“I move to approve Resolution Number 5103 and authorize the Chair to sign Resolution Number 5103.”

The reasons for the recommendation are as follows:

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

**Introduction and History**

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

**Analysis**

In fiscal year 2023, the average residential property was assessed \$31.09 and commercial properties were assessed \$54.75. Under the new methodology those averages change to \$19.30 for residential property and \$46.54 for commercial property. The most significant year over year change will be recognized by those properties large in size with little to no improvements and those with a high taxable value on small lots such as hotels.

**Fiscal Impact**

The amount to be assessed in FY 2024 is \$100,000 which is a 33% decrease from prior year’s assessment.

**Strategic Alignment**

Continue to support operations and the infrastructure of the City.

**Attachments**

- Resolution 5103



**RESOLUTION NO. 5103**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ESTIMATE THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 IN THE AMOUNT OF \$96,000 FOR FISCAL YEAR 2023-2024 AND LEVYING AND ASSESSING 100% OF THE ESTIMATED COSTS AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT.**



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

**WHEREAS**, the estimated costs of maintaining lights and supplying electrical current for Lighting District No. 20 for Fiscal Year 2023-2024 is \$96,000; and

**WHEREAS**, it is the City’s intent to levy and assess 100% of the costs for maintaining the lights and supplying electrical current against each parcel of land within said district for that part of the cost which its assessable area bears to the assessable area of the district which such parcel is located exclusive of streets, avenues, alleys and public places; and

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

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

**WHEREAS**, pursuant to 7-12-4351, MCA, the City Commission will meet on September 5<sup>th</sup>, 2023, to hear all objections which may be made to such assessment or any part thereof and may adjourn from time to time for that purpose and may by resolution modify such assessment in whole or in part.

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

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

**BE IT FURTHER RESOLVED** that the City Commission hereby intends to levy and assess for Fiscal Year 2023-2024 100% of the cost of maintaining and supplying electrical current for Special Lighting District No. 20 is in the amount of \$96,000 against each and every parcel of land within said district for that part of the cost which its assessable area bears to the assessable area of the entire district exclusive of streets, avenues, alleys and public places, all as set forth in the list of all parcels of property in said district which contains the name of each parcel owner and the amount levied thereon. A copy of said list is on file and open for public inspection in the office of the City of Livingston, 220 East Park Street, Livingston, Montana.

**BE IT FURTHER RESOLVED,** that the City Commission will conduct a public hearing on September 5<sup>th</sup>, 2023 and a copy of the Notice attached hereto as Exhibit A will be posted and published as required by law.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 15<sup>th</sup> day of August, 2023.

\_\_\_\_\_  
**MELISSA NOOTZ**  
Chairperson

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**EMILY HUTCHINSON**  
Recording Secretary

\_\_\_\_\_  
**JON HESSE**  
City Attorney

**NOTICE**

A public hearing will be held by the City Commission of Livingston, Montana, on September 5<sup>th</sup>, 2023, at 5:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana and via Zoom, on **RESOLUTION NO. 5103** entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO MODIFY SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY MAINTAINING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 100% OF THE ESTIMATED COSTS OF \$96,000 FOR FISCAL YEAR 2023-2024 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT, AND CALLING FOR A PUBLIC HEARING.** All interested persons are invited to attend the public hearing, to make comments or make objections thereto. For additional information contact the City of Livingston Finance Department at 220 E Park Street, Livingston, MT, 59047, or by phone at (406) 222-1142.

Please advertise twice, six (6) days apart.

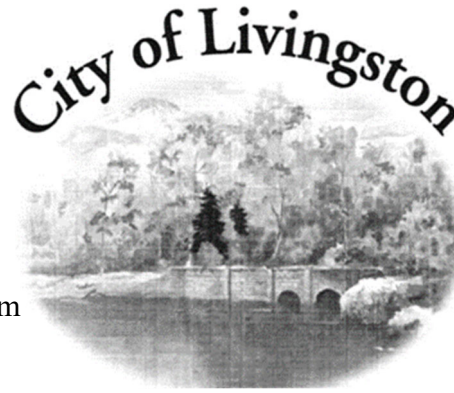
**File Attachments for Item:**

**G. RESOLUTION 5104: INTENT TO MODIFY SPECIAL IMPROVEMENT LIGHT DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES FOR FY 2023-2024**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.com  
www.livingstonmontana.org



**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

*Incorporated 1889*

Date: 08/15/2023  
To: Chair Nootz and City Commissioners  
From: Paige Fetterhoff

**Staff Report for 5104 a Resolution of intent to specify the assessment amount for replacement of lights within the Light Maintenance District**

**Recommendation and Summary**

Staff is recommending the Commission Approve Resolution 5104 to assess Improvement District number 20 for light replacement.

“I move to approve Resolution Number 5104 and authorize the Chair to sign Resolution Number 5104.”

The reasons for the recommendation are as follows:

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

**Introduction and History**

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

**Analysis**

In fiscal year 2023, the average residential property was assessed \$31.09 and commercial properties were assessed \$54.75. Under the new methodology those averages change to \$19.30 for residential property and \$46.54 for commercial property. The most significant year over year change will be recognized by those properties large in size with little to no improvements and those with a high taxable value on small lots such as hotels.

**Fiscal Impact**

The amount to be assessed in FY 2024 is \$100,000 which is a 33% decrease from prior year’s assessment.

**Strategic Alignment**

Continue to support operations and the infrastructure of the City.

**Attachments**

- Resolution 5104

**RESOLUTION NO. 5104**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO MODIFY SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 6% OF THE ESTIMATED COSTS OF \$66,800 FOR FISCAL YEAR 2023-2024 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT, AND CALLING FOR A PUBLIC HEARING.**

---

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

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

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

**WHEREAS**, it is the City’s intent to levy and assess 6 percent of the estimated costs of \$66,800 which is \$4,000 for replacing street lights against each parcel of land within said district for Fiscal Year 2023-2024 for that part of the cost which its assessable area bears to the assessable area of the district which such parcel is located exclusive of streets, avenues, alleys and public places; and

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

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

**WHEREAS**, pursuant to 7-12-4351, MCA, the City Commission will meet on September 5<sup>th</sup>, 2023, to hear all objections which may be made to such assessment or any part thereof and may adjourn from time to time for that purpose and may by resolution modify such assessment in whole or in part.

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

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

**BE IT FURTHER RESOLVED** that the City Commission intends to modify Special Improvements Lighting District by replacing lights and appurtenances therein and hereby intends to levy and assess for Fiscal Year 2023-2024 6% of the cost of replacing street lights in the amount of \$4,000 against each and every parcel of land within said district for that part of the cost which its assessable area bears to the assessable area of the entire district exclusive of streets, avenues, alleys and public places, all as set forth in the list of all parcels of property in said district which contains the name of each parcel owner and the amount levied thereon. A copy of said list is on file and open for public inspection in the office of the City of Livingston, 220 East Park Street, Livingston, Montana.

**BE IT FURTHER RESOLVED**, that the City Commission will conduct a public hearing on September 5<sup>th</sup>, 2023 and a copy of the Notice attached hereto as Exhibit A will be posted and published as required by law.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 15<sup>th</sup> day of August, 2023.

\_\_\_\_\_  
**MELISSA NOOTZ**  
**Chairperson**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**EMILY HUTCHINSON**  
**Recording Secretary**

\_\_\_\_\_  
**JON HESSE**  
**City Attorney**



**NOTICE**

A public hearing will be held by the City Commission of Livingston, Montana, on September 5<sup>th</sup>, 2023, at 5:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana and via Zoom, on **RESOLUTION NO. 5104** entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO MODIFY SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 6% OF THE ESTIMATED COSTS OF \$66,800 FOR FISCAL YEAR 2023-2024 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT, AND CALLING FOR A PUBLIC HEARING.** All interested persons are invited to attend the public hearing, to make comments or make objections thereto. For additional information contact the City of Livingston Finance Department at 220 E Park Street, Livingston, MT, 59047, or by phone at (406) 222-1142.

Please advertise twice, six (6) days apart.

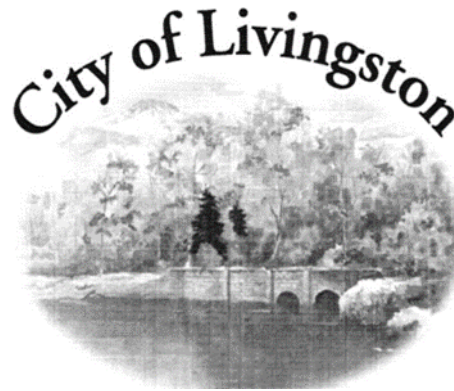
**File Attachments for Item:**

**A. COSIDERATION OF SPECIAL EXCEPTION PERMIT FOR PROPERTY LOCATED AT 5576 US ROUTE 89**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

*citymanager@livingstonmontana.org*  
*www.livingstonmontana.org*



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
*Mel Friedman*  
*Quentin Schwarz*  
*Torrey Lyons*

Date: August 15, 2023  
To: Chair Nootz and City Commissioners  
From: Jennifer Severson, Planning Director

**REVISED: Staff Report for a Special Exception Permit for a Proposed Amphitheater to be Used as an Outdoor Event Venue on the KPRK Radio Station Property**

**Recommendation and Summary**

Staff recommends the Commission approve a Special Exception Permit for the proposed Amphitheater to be used as an Outdoor Event Venue in the Neighborhood Commercial zoning district as allowed under Section 30.75 in the Livingston Zoning Code by adopting the following motion:

**“I move to approve a Special Exception Permit for the proposed KPRK Amphitheater to be used as an Outdoor Event Venue.”**

The reasons for the recommendation are as follows:

- The existing radio station building, which is on the National Register of Historic Places, was damaged in the 2022 Yellowstone River Flood; there is currently no broadcasting from the historic building.
- The property was recently purchased by the applicant, who wishes to restore the building and return it to its historic use as a radio station.
- The proposed Outdoor Amphitheater will allow the applicant to support the radio station with related programs and events to ensure the long-term economic viability of the project and the continued enjoyment of the KPRK radio station by area residents.

**Introduction and History**

KRPK (1340 AM) was a radio station licensed to serve Livingston and surrounding Park County. Its first broadcast was in the evening of January 9, 1947.



**A Former KPRK Logo**

Various musical programming included country, rock and roll, and big band and local news, sports and area event were also broadcast regularly. On weekdays, the “Swap Shop” provided locals with an outlet to advertise the sale of personal goods for free on air.

The KPRK radio building in Livingston is on the National Register of Historic Places. To the right of the front door, a plaque says that Missoula architect William Fox designed the building, complete with the "stylized radio tower" above the front door, in 1946. According to HistoricMT.org, “Fox designed the futuristic Art Moderne style station...to contrast with the town’s many turn-of-the-twentieth-century brick buildings and affirm (the town’s) connection to the latest technology.”

The current proposal is for a grass amphitheater to the rear (southeast side) of the building that would host outdoor events and seat up to 250 people. As stated in the application materials, the proposed amphitheater- alongside the restored radio station- will serve as a vibrant cultural hub within the Livingston community by providing a platform for artistic expression, entertainment, and community engagement, enriching the lives of both residents and visitors.

**Analysis**

The amphitheater will serve as a community center for bands, authors, TED Talks, poets, painters, etc. to come and perform live and simultaneously be broadcast to the entire county along with video cast. The applicant anticipates 2-3 events per week during May – September. Attendance will be limited by the number of tickets issued for each event and by a controlled entrance point.

The amphitheater will be approximately six feet above grade at its highest point (closer to the building), with a gentle slope and slight terracing between its high point and the performance area (closer to the river). The surface of the amphitheater will be vegetated and no hardscape improvements or permanent structures are proposed. The venue has been sited to allow attendees to face the view of the river and mountains during events while amplified sound will be directed toward the highway.

Additionally, although the radio station building is not included in the Special Exception review, the overall project proposed by the applicant includes restoring the radio station to its former use while maintaining its iconic, historic exterior.

**Criteria and Guidelines for Special Exception Permits (Zoning Code Sec 30.75)**

Special Exceptions for uses other than those specifically permitted in each district, are intended to provide, in appropriate cases, and subject to appropriate conditions and safeguards, to be Special Exceptions to the terms of the Zoning Ordinance of the City of Livingston, when granted in harmony with its general purposes and intent of the ordinance. NOTE: the use of the existing building as a radio station is allowed “by right” in the NC district; therefore, only the proposed amphitheater is included in the scope of this Special Exception review.

*No Special Exception shall be granted by the City Commission unless they find:*

- 1. The use will not place a substantial adverse effect upon nearby properties or their occupants.*

Staff does not anticipate the proposed use of the amphitheater as an outdoor event venue will adversely impact the surrounding neighborhood. Potential impacts from outdoor events in the Pavilion on the surrounding neighborhood include Parking, Traffic and Noise. Because the amphitheater will be used for events only during warmer weather, any impacts would be limited to the months of May-September. The applicant has proposed to host 2-3 events weekly during those months and has confirmed all events will end no later than 11pm.

There are two residences in the surrounding neighborhood, located 490' and 510' away from the proposed amphitheater. The design of the amphitheater incorporates noise control measures to prevent noise disturbance to these nearby residences. The use of grass surfacing for the amphitheater is intended to contain the sound within the space, while the site layout allows noise projected from the stage to be directed toward the highway and railroad tracks to the north. No sound will be directed toward the two residences and noise projecting from the stage is traveling north in the direction of the highway and away from the neighbors. Additionally, the applicant has indicated their intent to leave the existing small grove of trees at the southwest corner of the KPRK property as an additional buffer between the amphitheater and the residence located 510' to the southwest.

The applicant performed a series of sound tests to gauge potential noise impacts from events in the amphitheater. A constant volume of 100 dB was amplified from the proposed stage location and decibel readings were taken around the site and specifically at 3 marked locations (see Decibel Reading Map in Attachment A). Decibel readings from the proposed interior of the amphitheater area registered from 60-70 decibels. Outside the amphitheater area, readings from the amplifier were hard to detect and masked by highway sounds. All 3 marked outside locations ranged from 62-70 dB and were attributed to noise from the highway. The train measured 110 decibels and the sound of the river measured 80 decibels. Testing and observations determined that noise from the railroad, truck traffic on the highway, and sounds from the wind and river would tend to overpower any sounds migrating from the performance area. Therefore, sounds from the proposed amphitheater would not be in violation of the City's noise ordinance. The site is bounded by a major highway, away from dense residential neighborhoods and 500 feet from the closest neighboring homes. The applicant provided a link to videos taken of the sound tests: <https://www.interdubs.com/r/bss/?al=rexQ1Nk&an=pq3ADd>

The applicant hired a Transportation Engineer to provide an estimate of the traffic that may be generated during one of the large events in the proposed amphitheater (see Trip Generation Letter dated July 13, 2023 attached). Using estimates from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11<sup>th</sup> edition for a Live Theater Use, the Engineer determined a possible 190 total trips (95 entering/ 95 exiting) may be generated during an event with a maximum amphitheater attendance of 250. The parking demand rate for attendees for a Live Theater Use was utilized to project peak anticipated trip generation assuming that all vehicles arrive within one hour and leave within a separate hour. Based on 2022 traffic volume data from the MDT count station located southwest of the site on US 89S, it is anticipated that the additional traffic generated by the proposed amphitheater would represent only a 2.8% increase in the average daily traffic at the count location. Because the multi-use path along 89S provides direct access to the KPRK property, a portion of the estimated 190 trips could likely be made by alternate modes (walking, biking), thereby reducing vehicular trips generated. Staff recommends the applicant consider having a bike corral or bike valet on site for larger outdoor events and encourage biking and walking when promoting events in the amphitheater.

A total of 106 vehicular parking spaces is proposed, 6 on the KPRK property and 100 on the adjacent MRL property. To minimize traffic and parking impacts during events, the applicant will install 10 bicycle parking spaces to encourage use of the multi-use path by event attendees. The applicant has also suggested the possibility offering a shuttle service for larger events.

Because there is limited parking available on the subject parcel, the applicant is coordinating with Montana Rail Link (MRL), the owner of the vacant adjacent parcel to the west (5574 US Hwy 89S) to establish a lease that would allow parking during events on the MRL property. A copy of the

lease application is included in Attachment A. Both the MRL property and the KPRK property have existing points of access to US 89S; MDT issued a new approach permit for the KPRK property (See Attachment B) and confirmed that no new or modified approach permit is necessary for the MRL property. Staff recommends a condition of approval that, prior to commencement of the amphitheater use, the applicant must provide City staff with a copy of a signed lease agreement with MRL for use of the adjacent property for event parking.

Both points of access cross the existing multi-use path that runs along the south side of 89S. The applicant must work with City staff on signage at the access points to each property to determine if additional restrictive barriers are needed at those path crossings. Staff also had questions about the single point of access on the MRL parcel. The applicant's engineer expressed concerns that an additional approach from the MRL parcel to 89S would create additional conflicts with the adjacent path, especially as the applicant will encourage walking and biking to/ from events at the amphitheater. Prior to the commencement of the amphitheater use, the applicant must work with Livingston Fire and Rescue on an emergency access plan for times when the MRL parcel is used for event parking to ensure adequate access for emergency responders.

As noted in the attached referral letter from Public Works, the City has a planned sewer repair project within the sewer easement that cuts across the west side of the KPRK property (Sheet A1.1C in Attachment A); Public Works included a map of the proposed repairs with its referral letter. The applicant must work with Public Works to ensure the easement remains clear and open for maintenance and repairs by the City at all times.

Much of the KPRK property lies within the regulatory floodplain; a small portion of floodway encroaches into the far eastern side of the property as well. There is a small existing berm that surrounds the property on the east, south and west sides. Staff consulted with the MT Department of Natural Resources and Conservation about the project and DNRC staff expressed no concerns with the proposed amphitheater or associated earthwork within the floodplain. A Floodplain Development Permit is required for the grading associated with amphitheater; the FDP will be issued for both the building renovation and the amphitheater earthwork. No grading is allowed in the regulatory floodway. To ensure this is enforced; the applicant must clearly mark the floodplain boundaries on the site before earthwork begins on the amphitheater. Additionally, equipment staging or refueling is not allowed in the floodway. Although the existing radio station building will be elevated as a requirement for floodplain permitting, because the amphitheater will be located between the river and the structure, it will provide some additional protection against erosion of the structure during a future flood event.

With these conditions, staff anticipates the amphitheater use will not place a substantial adverse effect upon nearby properties or their occupants.

**2. *That the proposed use is in harmony with the general purposes and intent of the zoning ordinance.***

Although the zoning code defines the NC zoning district as “intended to primarily provide for community retail services, office facilities or convenience retail development, per Sec. 30.40, outdoor amphitheatres are an allowed use in the district with a Special Exception Permit. The code also emphasizes large scale, dense buildings in the CBD. The proposed amphitheater will allow the applicant to augment the regular programming of the radio station with outdoor events, ensure the economic viability of the project, and provide the local community with access to the arts in a scenic outdoor setting.

Therefore, staff finds the proposed use of the amphitheater is in harmony with the purpose and intent of the zoning ordinance with respect to the subject property.

**3. *If desired, the City Commission may add such requirements as it deems necessary to protect the surrounding neighborhood from the effects of the granted Special Exception.***

Because the max attendance is proposed to be capped at 250, there is no requirement for firefighter or EMA presence (required for > 300 people). However, staff encourages the applicant to consult with Livingston Fire and Rescue for larger events (200-250) to confirm if any EMS presence is recommended or desired during those events.

The existing water service to the building is a private line that crosses adjacent properties between its connection to the City main to the KPRK building. The water service line is the property owner's responsibility from the building to the curb stop or meter pit; therefore, it is recommended the applicant secure an easement for the water line across the adjacent parcels to allow maintenance and repairs of the line if necessary.

As discussed above, staff recommends the following conditions of approval to ensure the amphitheater will not substantially adversely affect nearby properties or their occupants:

- a. Prior to commencement of the amphitheater use, the applicant must provide City staff with a copy of a signed lease agreement with MRL for use of the adjacent property for event parking.
- b. Prior to the commencement of the amphitheater use, the applicant must work with Livingston Fire and Rescue on an emergency access plan for times when the MRL parcel is used for event parking to ensure adequate access for emergency responders.
- c. The applicant must work with Public Works to ensure the easement remains clear and open for maintenance and repairs by the City at all times.
- d. A Floodplain Development Permit is required for the grading associated with amphitheater.
  - i. The FDP will be issued for both the building renovation and the amphitheater earthwork.
  - ii. No grading is allowed in the regulatory floodway. To ensure this is enforced; the applicant must clearly mark the floodplain boundaries on the site before earthwork begins on the amphitheater.
  - iii. Equipment staging or refueling is not allowed in the floodway.
- e. Staff recommends the applicant consider having a bike corral or bike valet on site for larger outdoor events and encourage biking and walking when promoting events in the amphitheater.
- f. Staff recommends the applicant be subject to the terms, conditions and their commitments of record for this Subdivision Exception Permit review and as approved by the City Commission.

**Fiscal Impact**

Staff does not anticipate the proposed use of the outdoor amphitheater event venue will result in financial impacts to the City.

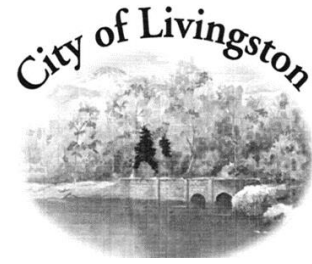
**Strategic Alignment**

The proposed zoning code amendment supports the 2021 Growth Policy *Objective 2.2.1 to support and enhance arts and cultural facilities, neighborhoods, and districts; Strategy 2.2.1.1 to encourage and support regular or special programming at historic sites, museums and other culturally-significant places; and Strategy 9.2.2.2 to continue to provide public space and venues for community events and festivals.* As such, Staff finds the proposed use of the outdoor amphitheater aligns with and supports the Growth Policy.

**Attachments**

- A. KPRK Outdoor Amphitheater Special Exception Permit Application
- B. Public Comment and Referral Responses





City of Livingston  
Department of Planning  
220 E. Park St.  
Livingston, MT 59047  
(406)222-4903  
[planning@livingstonmontana.org](mailto:planning@livingstonmontana.org)

## City of Livingston Special Exception Permit Instructions

A Special Exception Permit (SEP) is required for the use of any property within the City of Livingston that is shown as “S” in the List of Uses table found in Section 30.40 of the City of Livingston Zoning Ordinance for the Zoning District in which the property is located.

Special Exception Permits require a public hearing, and are approved or denied by the City Commission. All SEPs are evaluated by the Commission based upon three (3) criteria:

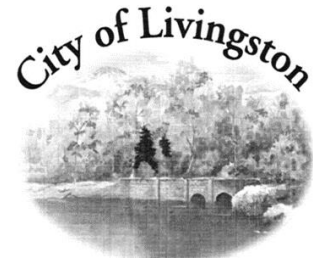
1. The use will not place a substantial adverse effect upon nearby properties or their occupants.
2. That the proposed use is in harmony with the general purposes and intent of the zoning ordinance.
3. If desired, the City Commission may add such requirements as it deems necessary to protect the surrounding neighborhood from the effects of the granted Special Exception.

The City Commission may impose conditions of approval on all Special Exemption Permit applications to ensure that the above criteria are met. **It is highly recommended that you meet with planning staff prior to applying for a SEP.**

### Submittal Requirements:

- Completed Application Form. attached Appendix A
- Cover letter with a description of the project and how the project meets the criteria listed in Section 30.75.A of the Zoning Ordinance and included in these instructions.
- Site Plan showing locations of all structures on the property with the distances from the structures to all property lines clearly labeled and area of the lot.
- Building Elevations for all new structures with building heights and ingress and egress clearly labeled.
- Site Plan showing locations and dimensions of vehicular parking, loading areas, and bike parking dimensions and design, and locations of any refuse areas.
- Landscaping Plans with plant types and size (if required).
- Lighting plans showing compliance with the Night Sky Ordinance if outdoor lighting is proposed.
- Any other documents needed to show compliance with the City of Livingston Zoning Ordinance.
- A development schedule.
- The Special Exception Permit review fee.

All documents shall be submitted on either 8 ½” x 11” or 11” x 17” paper. Additionally, digital copies of the submittal in PDF file format are required.



City of Livingston  
Department of Planning  
220 E. Park St.  
Livingston, MT 59047  
(406)222-4903  
[planning@livingstonmontana.org](mailto:planning@livingstonmontana.org)

---

### City of Livingston Special Exception Permit Application

1. **Property Owner Name:** Moleo Media Group, LLC

2. **Location of Property**

General Location: East Livingston

Address: 5576 US Highway 89 S

Subdivision: Section 7 township 2 Sount , Range 10 East Lot: \_\_\_\_\_ Block: \_\_\_\_\_

Zoning District: NC

3. **Contact Information**

*Property Owner*

Home Address: Moleo Media Group, LLC  
401 N Church Ave, Bozeman, MT 59715

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

*Primary Contact/ Applicant*

Name: Andrew Feltenstein

Address: 401 N Church Ave  
Bozeman, MT 59715

Phone Number: 310-392-9535

Email Address: andrew@beaconstreetstudios.com

*Secondary Contact*

Name: Josi Wilgus, High Plains Architects

Address: 2720 Minnesota Ave  
Billings, MT 59101

Phone Number: 406-896-0250

Email Address: jwilgus@highplainsarchitects.com

4. Zoning Information

Existing Structures on Property and Year Constructed: Radio Station 1947

\_\_\_\_\_

Proposed Use: Radio Station, Amphitheater

Building Height: 14'-0"

Building Setback from Property Line:

Front Street: 55' Side: 51' Rear: 177' Side Street (if corner lot): \_\_\_\_\_

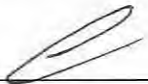
Number of Vehicular Parking Spaces: 100 Number of Bicycle Parking Spaces: 10

Exterior Lighting?  Yes  No

Within Historic District or Design Overlay District?  Yes  No

Landscaping Required?  Yes  No

I hereby certify that the information included in this application is true and accurate.

  
\_\_\_\_\_  
Applicant's Signature

7/6/23  
\_\_\_\_\_  
Date

**Contents:**

1. Application form
2. Appendix A – Code information, Development Schedule
3. Cover Letter
4. Vicinity Map, KPRK Building Current Images, Historic Images
5. Decibel Reading Map
6. Warranty Deed, Limited Liability Company Operating Agreement for Moleo Media Group, LLC, Articles of Organization for Domestic Limited Liability Company
7. Civil Site Plan
8. FEMA Flood Hazard Map
9. Conceptual Site Plan
10. Site Plan showing vehicular parking, entrances, loading areas, bike parking, and refuse areas.
11. Traffic Count
12. Approach Permit
13. Parking Agreement Letter
14. SHPO letter, Correspondence
15. Park County Conservation Email Correspondence with DeWitt Dominic

**Code Information**

**Parking:**

- **Provided:**
- **100 spaces at adjacent property,**
- **6 spaces at Radio Station**
- **9 regular bicycle spaces +1 bicycle space for bicycle with trailer**  
**(Note: will add additional bike racks if needed)**

References;

City of Livingston Building Code 30.51. Off Street Parking and Loading Zones

From Table 30.51

Parking space at 90° 9' x 18'-6" with 24' min two way drive aisle

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.

Table of Minimum Standards

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.
Radio Stations	One per 4 employees or one per 800 sq. ft. of gross floor area, whichever is greater.

Actual factor used provided by City of Livingston Planner  
# Of People/ 2.5 Factor

250 max. /2.5= 100 Spaces

100 spaces at adjacent property and 6 spaces at Radio Station

Per IBC Table 1106.2 , required accessible parking > 100 = 6 accessible spaces

#### R. Bicycle Parking.

##### 1. Bicycle Parking Standards and Design.

- a. In all multi-family residential, commercial, industrial and mixed-use development, the amount of provided bicycle parking shall be no less than ten (10) percent of the required automobile parking spaces. In buildings with less than twenty (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, twenty (20) percent of those spaces shall be for bicycles with trailers.
- b. 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.
- c. The preferred bike rack styles are inverted U or post and loop racks.

100 spaces X 10% = 10 bicycle spaces,

9 bicycle spaces +1 bicycle space for bicycle with trailer

#### **Portable toilets:**

- **5 unisex, 1 accessible unit**

References:

Per Montana Administrative Rules for Montana 24.301.351.

Food Courts

Male 1 per 75

Female 1 per 75

Assembly

Male= 1 per 75       $125/75 = 1.667$

Female= 1 per 40       $125/40 = 3.125$

Total required: 5 unisex w/ 1 accessible

#### **Crowd Size**

- Various crowd size ranging from small to 250 people. Attendance will be limited by the number of tickets issued and by a controlled entrance point.

#### **Noise**

- Decibel tests were performed by sound engineers Chad Franscoviak and Andrew Feltenstein. Map and sound information is provided.
- Measurements and empirical data indicate that noise will not negatively impact neighbors.
- Please note that not all performances will be musical in nature. TED talks, famous author and poetry readings, and cooking classes are envisioned.

#### **Event Frequency**

- Anticipate up to 2- 3 performances per week during the warmer months of May – September.

**Development Schedule:**

July 5, 2023

Special Exception Permit Application submitted

To be determined

Public Meeting

Upon approval the following is anticipated:

September 1 -Nov 15, 2023

Lift Building

September 19, 2023

Construction Documents completed

November 15, 2023

Gradework begins (weather dependent)

December 15, 2023

Interior Building Work



Dear Members of the Livingston City Commission,

My name is Andrew Feltenstein and I've been a Livingston resident for more than a decade, during which time I've admired the historic KPRK building that has been responsible for so much positive culture and connectivity in our town. I'm thrilled and humbled to share that I recently purchased the building with the intention to restore it and to reopen the business as a renewed cultural hub for our town.

The modern version of KPRK will function as a radio station, recording studio, music venue, and de facto museum, broadcasting to the entirety of Park County. We are currently in the midst of working with the State Historic Preservation Office on the painstaking process of restoring the building to be as faithful to the original design as we can.

All of the radio station programming will be Park County-centric, in other words, locals will have many opportunities to DJ and be a voice for their own community. Everyone from musicians to authors to anglers, rangers, ranchers, and local business owners will all get a chance to participate in the shows on KPRK. (And yes, Swap Shop *will* be coming back.)

I'm writing today to request your support for the application of the Special Exception for an outdoor amphitheater at the KPRK Radio Station. I have included a description of the proposed project along with its alignment with the City of Livingston's Section 30.75A

This new amphitheater will serve as a vibrant cultural hub within our community. It will provide a platform for artistic expression, entertainment, and community engagement, enriching the lives of residents and visitors alike. This modern facility will not only enhance Livingston's cultural landscape but also contribute to its economic growth and overall appeal. This venue will harmonize with the existing surroundings and view and as it sits directly on the bike route, providing an ideal access.

Description of project:

The project consists of a natural grass amphitheater on the property of the historic KPRK radio station, 1340AM on 5576 Highway 89. The amphitheater would be a backyard venue south of the radio station building with outdoor seating for up to 250 people. The backdrop is an impressive view of the Yellowstone River and Livingston Peak under the KPRK tower. The added benefit and function of the amphitheater design is that it will also function as flood protection for the historic structure, which is currently under threat of flooding as it sits in the flood plain and has had recent significant flood damage.

The amphitheater will serve as a community center for bands, authors, TED Talks, poets, painters, etc. to come and perform live and simultaneously be broadcast to the entire county along with video cast. We expect all performances to finish by 11pm to avoid any nighttime noise disturbances.

In terms of the City of Livingston's Section 30.75A, I am delighted to inform you that the proposed project aligns seamlessly with the regulations and requirements outlined therein. Here is a breakdown of how the project aligns with the designated section:

1. Land Use Compatibility: The chosen location for the amphitheater has been thoughtfully selected to ensure compatibility with the surrounding area and adjacent properties. Careful consideration has been given to minimize any potential disturbances and to

preserve the existing character of the neighborhood. There are many local examples that successfully blend outdoor performance spaces with rustic surroundings enhancing the local aesthetic while respecting the community.

2. **Traffic and Parking:** A parking concept plan has been developed adjacent to the property to address event parking needs. As part of this plan, the inclusion of bicycle parking facilities is included, and the bicycle path will be promoted as an appealing mode of access. By providing convenient and secure bicycle parking options, we can promote alternative transportation methods and support a healthier, more sustainable community. Local examples such as the Livingston Depot Center and Sacajawea Park demonstrate the successful integration of bicycle parking facilities, encouraging residents and visitors to utilize the existing bike path network. Also, there may be an opportunity to work with the Livingston Party Bus for shuttle service to some KPRK performances.
3. **Noise Control:** The project design incorporates effective noise control measures to ensure compliance with the City's regulations and maintain a peaceful environment for nearby residents. The amphitheater design is intended to contain the sound within the space and noise projecting from the stage is traveling north in the direction of the highway and away from the neighbors. The closest neighbor is 500 feet away and the grass amphitheater will absorb much of the sound. With advancements in sound engineering technology, it is possible to minimize noise disturbances. Local projects such as the Music Ranch Montana have successfully managed noise control, hosting live music events without significant impact on the surrounding area.

A series of sound tests were performed with sound engineers Chad Franscoviak and Andrew Feltenstein. A constant volume of 100 dB was amplified from the proposed stage location and decibel readings were taken around the site and specifically at 3 marked locations on the included decibel reading map provided. Decibel readings from inside the planned amphitheater area registered from 60-70 decibels. Outside the amphitheater area, readings from the amplifier were hard to detect and masked by highway sounds. All 3 marked outside locations ranged from 62-70 dB and were attributed to noise from the highway. The train measured 110 decibels and the sound of the river measured 80 decibels. Testing and observations determined that noise from the railroad, truck traffic on the highway, and sounds from the wind and river would tend to overpower any sounds migrating from the performance area. Therefore, sounds from the proposed amphitheater would not be in violation of the City's noise ordinance. The site is bounded by a major highway, away from dense residential neighborhoods and 500 feet from the closest neighboring homes. Please view the test videos via the link provided:

DIRECT LINK

<https://www.interdubs.com/r/bss/?al=rexQ1Nk&an=pq3ADd>

4. **Environmental Considerations:** The proposed amphitheater project places a strong emphasis on environmental sustainability. By utilizing eco-friendly construction materials and implementing sustainable practices, the project will align with Livingston's commitment to environmental stewardship. Reusing an existing building and site is the best way to reduce embodied carbon. Raising the historic structure and creating a bermed amphitheater will help protect the building from further flooding. The site will be used without any negative impacts to the river and surroundings and the building will have upgraded insulation, low consumption water fixtures, LED fixtures and energy efficient mechanical and electric systems, making it a high-performance building with



less operational energy use intensity. The Firefly Amphitheater, located in Bozeman, serves as a remarkable example of an outdoor music venue that incorporates sustainable features, including renewable energy sources and water conservation practices.

In conclusion, the proposed amphitheater project aligns well with the City of Livingston Section 30.75A, demonstrating a deep commitment to our community's values and goals. By granting the Special Exception, the City Commission would not only enrich Livingston's cultural offerings but reinforce our reputation as an environmentally conscious city.

I kindly urge you to carefully consider this application and recognize the significant positive impact the amphitheater will have on our community's cultural vitality, economic growth, and overall quality of life. KPRK, as a functioning station, will not be able to survive without this addition and its inclusion is essential to the viability of the overall project.

Thank you for your attention and for your continued dedication to the development and thoughtful growth of Livingston. I look forward to working with you to reinvigorate a cultural institution that has meant so much to our town and has immense potential to enrich our lives again.

Sincerely,  
Your neighbor Andrew Feltenstein



DRAWING: VICINITY MAP  
PROJECT: KPRK LIVINGSTON REMODEL  
OWNER: ANDREA FELTENSTEIN

**HIGH PLAINS**  
ARCHITECTS  
PROVIDING ARCHITECTURAL SERVICES SINCE 1981  
2200 Monrovia Ave. • Bldg. #3101  
Salt Lake City, UT 84119  
www.highplainsarchitects.com



DRAWN BY: Author  
PROJECT#: 22302  
DATE: 05/26/23

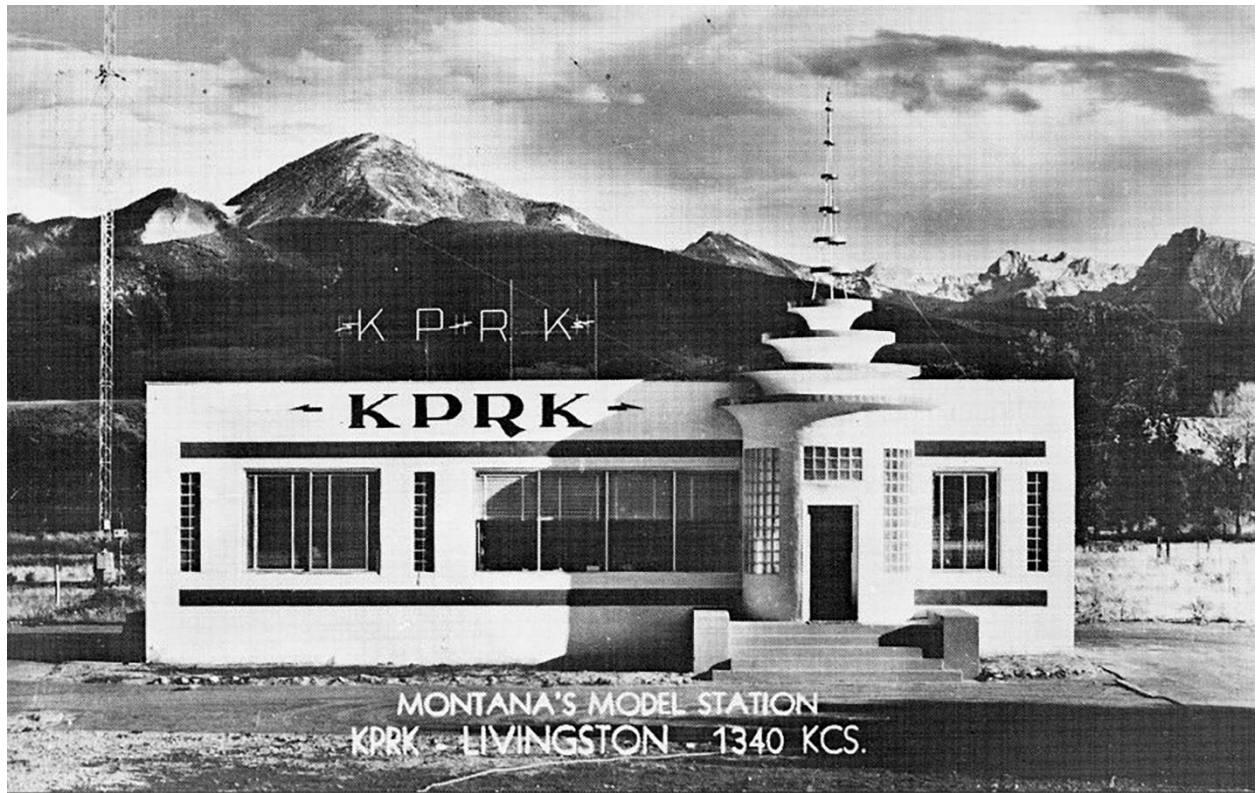
A1.1V

# 1 VICINITY MAP

A1.1V 1" = 40'-0"









**DECIBEL READING**

LOCATION 1(BIKE TRAIL): 64 dB

LOCATION 2: 67 dB

LOCATION 3: 63 dB

CITY OF LIVINGSTON BUILDING DEPT.

CITY OF LIVINGSTON SEWAGE TREATMENT

222



STAGE LOCATION

1

2

3

CLOSEST RESIDENCES

Yellowstone River

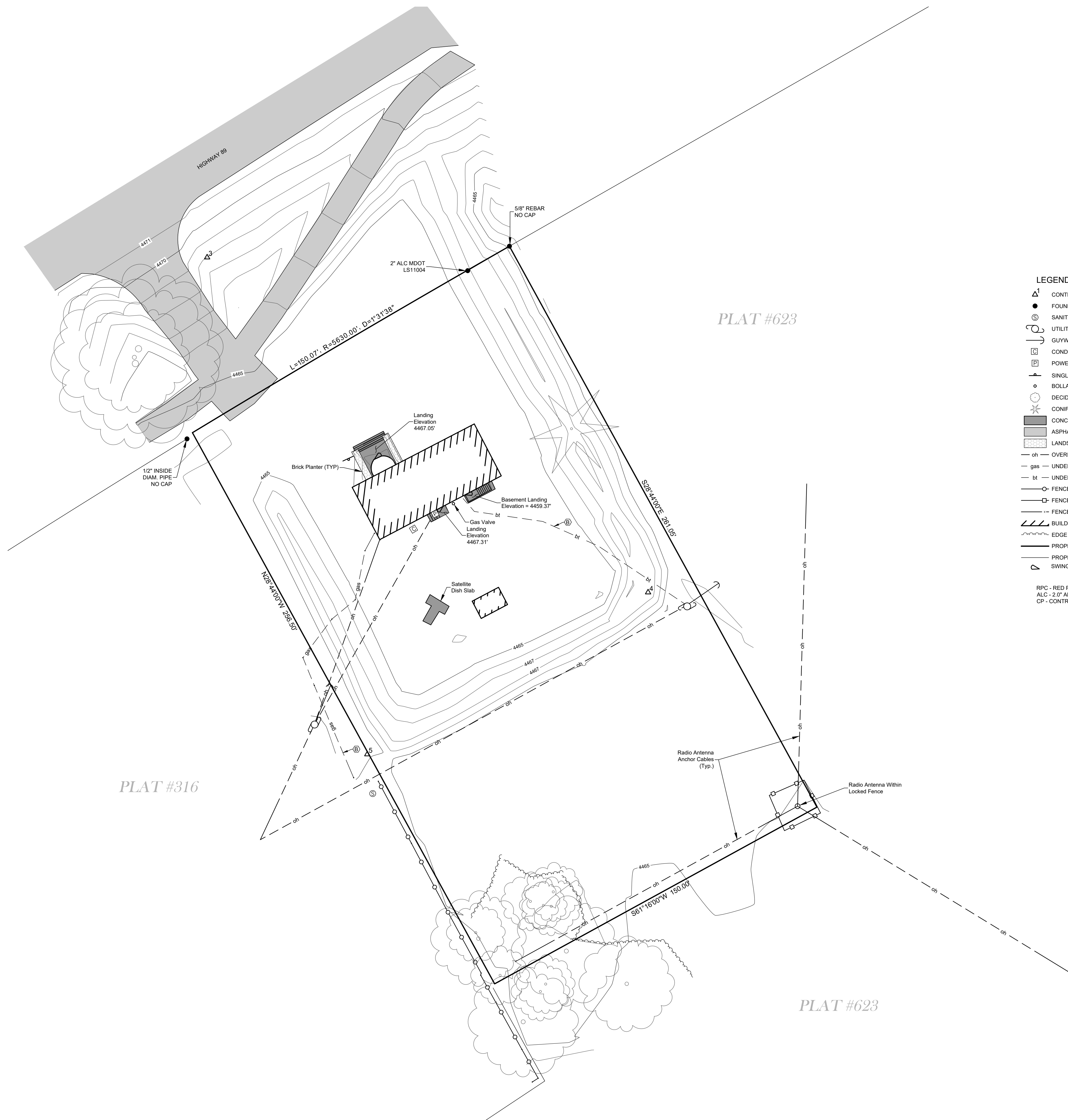
Yellowstone p

3D

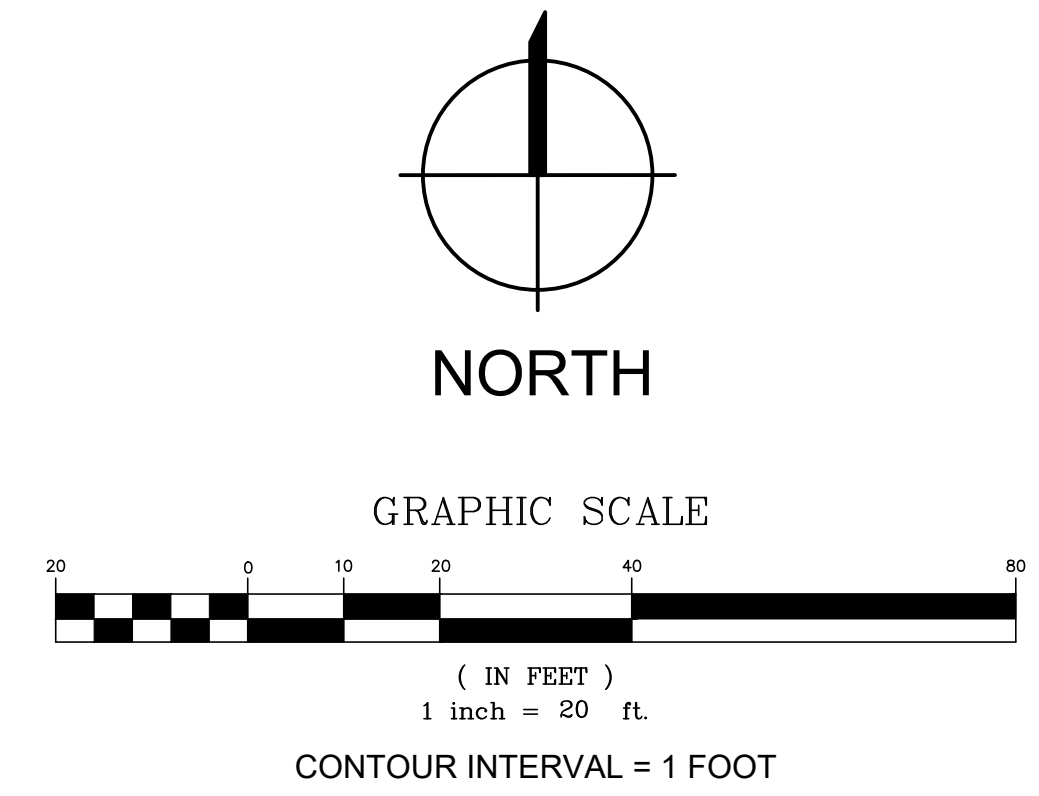
- +







- LEGEND**
- △ CONTROL POINT
  - FOUND PROPERTY CORNER AS NOTED
  - ⊕ SANITARY SEWER MANHOLE
  - ⊕ UTILITY POLE
  - GUYWIRE
  - ⊕ CONDENSER
  - ⊕ POWER METER OR POWER HANDHOLE
  - SINGLE POLE SIGN
  - ⊕ BOLLARD OR AS NOTED
  - DECIDUOUS TREE
  - ⊕ CONIFEROUS TREE
  - CONCRETE
  - ASPHALT
  - LANDSCAPING
  - oh OVERHEAD UTILITY LINE
  - gas UNDERGROUND GAS
  - bt UNDERGROUND TELEPHONE
  - FENCELINE - CHAINLINK
  - FENCELINE - WOODEN
  - FENCELINE - BARBED WIRE
  - BUILDING
  - EDGE OF VEGETATION AT DRIPLINE
  - PROPERTY BOUNDARY - APPROXIMATE - SUBJECT
  - PROPERTY BOUNDARY - APPROXIMATE - ADJACENT
  - SWING DOOR
- RPC - RED PLASTIC CAPPED REBAR  
ALC - 2" 0" ALUMINUM CAPPED REBAR  
CP - CONTROL POINT



UNDERGROUND PUBLIC UTILITIES WERE LOCATED FROM MARKS FOUND ON THE GROUND IN RESPONSE TO TICKET 23008810. LOCATION OF EXISTING UTILITIES WERE DETERMINED IN ACCORDANCE WITH ASCE 38-02 'STANDARD GUIDELINE FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA'. THERE MAY BE OTHER EXISTING UTILITIES NOT INDICATED ON THIS DRAWING.

UTILITY QUALITY LEVEL 'B' LOCATED FROM INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.

UTILITY QUALITY LEVEL 'C' LOCATED FROM INFORMATION OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL 'D' INFORMATION.

UTILITY QUALITY LEVEL 'D' LOCATED FROM INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.

CALL TWO WORKING DAYS BEFORE YOU DIG - 811

**BENCHMARK:**

CP2 - BMH490 - ELEVATION GENERATED BY NGS OPUS SOLUTION REPORT. ELEVATION = 4485.91 FEET (NAVD83 - COMPUTED USING GEOID19)

**COORDINATE TRANSFORMATION:**

FIELD WORK COMPLETED IN STATE PLANE FORMAT (MONTANA 2500). A TRANSFORMATION HAS BEEN APPLIED BASED ON THE COMBINED SCALE FACTOR (0.99945108) AND CONVERGENCE ANGLE (-0.76539167") FROM THE OPUS REPORT FOR CP1. STATE PLANE COORDINATES FOR CP2 ARE: N: 519894.170 E: 1701110.699

**SURVEYOR'S NOTE:**  
BOUNDARY LINES SHOWN ON THIS DRAWING ARE APPROXIMATE AND BASED ON SPECIAL WARRANTY DEED, DOC. NO. 347689. IF THE ACTUAL BOUNDARY LOCATION IS NEEDED, A RETRACEMENT CERTIFICATE OF SURVEY SHOULD BE PERFORMED.

CONTROL POINT TABLE				
POINT #	DESCRIPTION	NORTHING	EASTING	ELEVATION
2	BM H490	20000.03	30000.06	4485.91'
3	CP RPC	20832.57	31354.63	4468.24'
4	CP SPIKE	20695.96	31534.68	4467.72'
5	CP SPIKE	20629.74	31419.92	4464.76'

LIVINGSTON, MONTANA  
5576 US-89  
**KPRK**

© 2023 | ALL RIGHTS RESERVED

TOPOGRAPHY SURVEY

03.21.2023  
DRAWN BY | GONZALEZ  
CHECKED BY |  
REVISIONS

PROJECT  
KPRK\_SURV

SURVEY FIELD  
WORK COMPLETED  
MARCH 02, 2023

**V001**

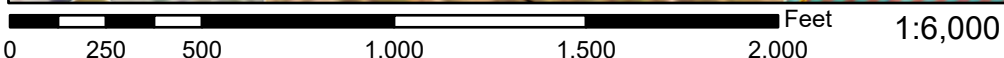
NOT A BOUNDARY SURVEY



# National Flood Hazard Layer FIRMette



110°32'45"W 45°40'34"N



Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

## Legend

224

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM 224 UT

- |                                    |   |
|------------------------------------|---|
| <b>SPECIAL FLOOD HAZARD AREAS</b>  | <ul style="list-style-type: none"> <li> Without Base Flood Elevation (BFE)<br/>Zone A, V, A99</li> <li> With BFE or Depth Zone AE, AO, AH, VE, AR</li> <li> Regulatory Floodway</li> </ul>  |
| <b>OTHER AREAS OF FLOOD HAZARD</b> | <ul style="list-style-type: none"> <li> 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X</li> <li> Future Conditions 1% Annual Chance Flood Hazard Zone X</li> <li> Area with Reduced Flood Risk due to Levee. See Notes. Zone X</li> <li> Area with Flood Risk due to Levee Zone D</li> </ul> |
| <b>OTHER AREAS</b>                 | <ul style="list-style-type: none"> <li> NO SCREEN Area of Minimal Flood Hazard Zone X</li> <li> Effective LOMRs</li> <li> Area of Undetermined Flood Hazard Zone D</li> </ul>   |
| <b>GENERAL STRUCTURES</b>          | <ul style="list-style-type: none"> <li> Channel, Culvert, or Storm Sewer</li> <li> Levee, Dike, or Floodwall</li> </ul>   |
| <b>OTHER FEATURES</b>              | <ul style="list-style-type: none"> <li> <b>B</b> 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation<br/>17.5</li> <li> Coastal Transect</li> <li> Base Flood Elevation Line (BFE)</li> <li> Limit of Study</li> <li> Jurisdiction Boundary</li> <li> Coastal Transect Baseline</li> <li> Profile Baseline</li> <li> Hydrographic Feature</li> </ul>  |
| <b>MAP PANELS</b>                  | <ul style="list-style-type: none"> <li> Digital Data Available</li> <li> No Digital Data Available</li> <li> Unmapped</li> </ul>  |



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **12/16/2022 at 4:27 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



RADIO STATION ENTRANCE/  
LOADING ENTRANCE



# 1 CONCEPTUAL SITE PLAN LAYOUT

A1.1C 1" = 40'-0"

DRAWN BY: Author  
PROJECT#: 22302  
DATE:  
REVISED:

**A1.1C**



**HIGH PLAINS**  
ARCHITECTS

Email: rhafer@highplainsarchitects.com  
Phone: (406) 896-0250 • Fax: (406) 896-0255  
2720 Minnesota Ave. • Billings, MT 59101  
P.O. BOX 2203 • BILLINGS, MT 59103  
www.highplainsarchitects.com

DRAWING: SITE CONCEPT BUILDING ELEVATED

PROJECT: KPRK LIVINGSTON REMODEL

OWNER: ANDREW FELTENSTEIN





RADIO STATION ENTRANCE/  
LOADING ENTRANCE

SEWER EASEMENT

BIKE PARKING

EVENT PARKING  
ENTRANCE/ EXIT

BIKE INTERSECTION  
PROTECTION MEASURES  
AT ENTRANCE/ EXIT

BIKE PATH

PORTABLE TOILET  
LOCATION (SCREENED)

FOOD TRUCK  
LOCATION

100 PARKING SPACES

KPRK BUILDING

BIKE PARKING

REGULATORY  
FLOODWAY LINE

NATURAL  
AMPHITHEATER

STAGE

BNSF PROPERTY  
PARKING AGREEMENT  
100 CARS UTILIZING EXIST.  
ACCESS AND ROAD

DRAWING: SITE LAYOUT W/ PARKING  
 PROJECT: KPRK LIVINGSTON REMODEL  
 OWNER: ANDREW FELTENSTEIN

**HIGH PLAINS**  
 ARCHITECTS

2720 Minnesota Ave. • Billings, MT 59101  
 Phone: (406) 838-2025 Fax: (406) 838-2025  
 Email: info@highplainsarchitects.com  
 www.highplainsarchitects.com

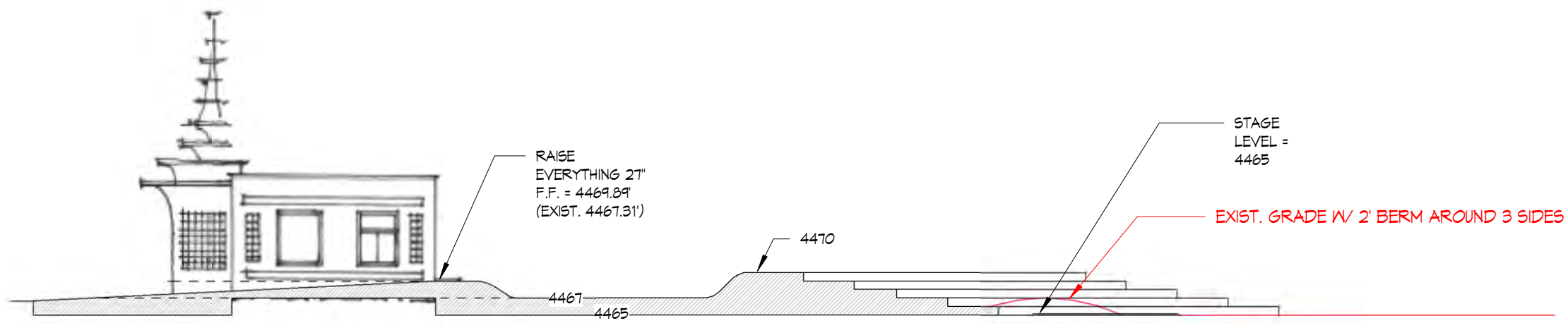
DRAWN BY: JW  
 PROJECT#: 22302  
 DATE: \_\_\_\_\_  
 REVISED: \_\_\_\_\_

**2** CONCEPTUAL SITE PLAN LAYOUT w/Parking

A1.1P 1" = 50'-0"

A1.1P





# 2 CONCEPTUAL SITE PLAN ELEVATION

A1.1E 1/16" = 1'-0"

DRAWING: CONCEPTUAL SITE ELEVATION  
 PROJECT: KPRK LIVINGSTON REMODEL  
 OWNER: ANDREW FELTENSTEIN

**HIGH PLAINS**  
 ARCHITECTS  
 Email: [highplainsarchitects.com](mailto:highplainsarchitects.com)  
 Phone: (609) 898-0255 Fax: (609) 898-0255  
 2720 Monmouth Ave. • Blings, NJ 08101  
 P.O. Box 2203 • Blings, NJ 08103  
[www.highplainsarchitects.com](http://www.highplainsarchitects.com)



DRAWN BY: JW  
 PROJECT#: 22302  
 DATE: 5-16-23  
 REVISED:

A1.1E

Natural Amphitheater Image



July 13, 2023

Mr. Andrew Feltenstein  
401 North Church Avenue  
Bozeman, MT 59715

Reference: Traffic Impact Analysis – KPRK Livingston

Mr. Feltenstein:

The purpose of this letter is to provide trip generation estimates for the KPRK radio station and natural amphitheater in Livingston, Montana. The site plan proposes to resume use of the existing 1,350 square-foot KPRK building as a radio station and develop a grass amphitheater to the rear of the building. The amphitheater is proposed to accommodate up to 250 attendees and would be used only during the warm weather months. It is anticipated that land to the west of the site will be leased from BNSF to provide approximately 102 parking spaces for events at the amphitheater. The KPRK building will separately provide six parking spaces.

The trip projection analysis utilized Trip Generation, 11th Edition, published by the Institute of Transportation Engineers (ITE), which is the most widely accepted source for determining trip generation projections. Small Office Building (Land Use 712) was used to estimate trip generation for the radio station. The trip generation manual does not provide rates for a use matching the proposed amphitheater. Therefore, data from ITE's Parking Generation Manual, 5th Edition was utilized. The parking demand rate per attendees for Live Theater (LU 441) was utilized to project peak anticipated trip generation assuming that all vehicles arrive within one hour and leave within a separate hour. Data for this land use indicates that the peak parking demand for a live theater would occur between 8:00 PM and 11:00 PM. Projected trip generation values are shown in the table attached on the following page. Based on 2022 traffic volume data from the MDT count station located southwest of the site on US 89 S it is anticipated that this site will generate a 2.8% increase in average daily traffic. A portion of trips to the site will likely be made by alternate modes (walking, biking), as there is a bike path directly accessing the site, thereby reducing vehicular trips generated.

If you have any questions or concerns, please feel free to contact me at 406-922-4306 or [jstaszczuk@sandersonstewart.com](mailto:jstaszczuk@sandersonstewart.com).

Sincerely,



Joey Staszczuk, PE, PTOE, RSPI  
Associate | Community Transportation Studio Manager





**Josi Wilgus**

---

**From:** Andrew Feltenstein <andrew@beaconstreetstudios.com>  
**Sent:** Thursday, June 8, 2023 8:21 AM  
**To:** Vidal, Isis  
**Cc:** Britten, Jack; Jones, Matthew  
**Subject:** Re: Possible lease in Livingston, MT- 45.6732, -110.5491  
**Attachments:** LEASE TENANT QUESTIONNAIRE.pdf; image001.jpg.mailloc; Filed Articles of Organization (00408880x9E5D1).pdf; image001.png.mailloc; KPRK\_Parking\_Lease\_Cover Letter.pdf; APPLICATION FOR LEASE\_SIGNED.pdf

Hi Vidal,

I am Andrew Feltenstein and the owner of Moleo Media Group, LLC which will run and operate KPRK Radio in Livingston, MT. We are a small community radio outfit and have purchased the land next door to BNSF' lot off of Highway 89. (please see attached picture map)

Recently, I was directed to speak with Matthew Jones, Executive Director Public Affairs at BNSF Railway, as he is the representative that knows the area locally and cc'ed on this email. I explained to Mr. Jones that we are simply looking to lease, seasonally June-September, the empty lot next door to us that BNSF owns. We are looking to use it only in the summer for additional parking, if need so be, for special events at the station. We will not be disturbing the land. We will be glad to mow it and take care of any major landscaping needs but otherwise our only use is additional parking.

Additionally, we understand that the lot has some environmental problems. We will be sure to stay clear of them.

That said, your lease terms state \$4500 annually. While we respect your wishes, that is far above market rates for abandoned land with environmental issues. Additionally, KPRK is a community radio station dedicated for Park County. We would ask that BNSF kindly allows us to do seasonally permitted parking there for \$375.00/month which is a pro rated amount of your monthly lease ask which we would be glad to pay at once. BNSFs involvement and kind gesture would be very well received by the community of Livingston, MT as KPRK is a symbol of our neighborhood and town.

I have filled out, to the best of my ability, the lease agreements. A lot of the information did not pertain to our simple use of the property, parking only. Please advise if we have forgotten any details and we will be glad to correct. Attached in this email are all pf the forms and we will Fedex hard copeis and a check for \$600.00 as well, but we wanted to make sure we filled this out.

Again, we are grateful for your help and BNSF's support would be greatly appreciated. Thank you for your consideration.

Sincerely

Andrew Feltenstein  
Moleo Media Group, LLC  
310-569-2026

Additional Contacts/ Referrals:

Insurance:  
Big Sky Insurance Associates, LLC  
1016 West Park Street  
Livingston, MT 59047  
406-222-7788 Fax 406-222-7789  
[bigskyinsurance@msn.com](mailto:bigskyinsurance@msn.com)

Banking:

Riley Stanke

FINANCIAL SERVICES REPRESENTATIVE III

NMLS #2302784

O: 406-222-4520

[riley.stanke@fib.com](mailto:riley.stanke@fib.com)



207 W Callender ST  
Livingston, MT 59047

[firstinterstate.com](http://firstinterstate.com)

On Feb 23, 2023, at 1:29 PM, Vidal, Isis <[Isis.Vidal@jll.com](mailto:Isis.Vidal@jll.com)> wrote:

Thank you for sending this.

Attached is the land lease application, tenant questionnaire and controlled use submittal checklist to be completed for lease consideration by BNSF Railway.

A \$600.00 (non-refundable) application administration fee will be required prior to processing. Please note, approval of the lease is not guaranteed and contingent on the decisions of BNSF stakeholders and we are unable to provide timelines for the lease administration process.

Notes for Lease Application Completion:

1. Include a detailed description of the Proposed Use and provide any support documents, aerials, site plans as necessary. For any Proposed Improvements to be constructed on the ROW, please provide available site plans, scope of work, aerials, or other applicable details. Any proposed improvements will require BNSF review and approval
2. Section 6 - Insurance must include current insurance agent information
3. Credit Information form is required in addition to Applicant financials. Financials are to include the most current period of audited balance sheet, income statement and cash flow. If there are issues providing this information, please advise so this may be conveyed to BNSF as part of the lease review.
4. Material Safety Data Sheets (MSDS) must be provided for any chemicals/products stored on the leased premises. These will be reviewed by BNSF Environmental

Standard Land Lease Provisions are as Follows:

- The lease has an indefinite term.
- There is a 30-day termination clause that allows either party to terminate.
- Land is given "as is"
- Annual Rental will never be less than the BNSF minimum of \$4,500.00 but will be adjusted upward for the final lease rental rate as fair market value dictates

If you have any questions, please let me know.



Thanks,

Isis Vidal  
Office 817-230-2621  
Cell 817-233-5187  
[isis.vidal@jll.com](mailto:isis.vidal@jll.com)  
[isis.vidal@bnsf.com](mailto:isis.vidal@bnsf.com)

---

**From:** Andrew Feltenstein <[andrew@beaconstreetstudios.com](mailto:andrew@beaconstreetstudios.com)>  
**Sent:** Thursday, February 23, 2023 2:24 PM  
**To:** Vidal, Isis <[Isis.Vidal@jll.com](mailto:Isis.Vidal@jll.com)>  
**Cc:** Britten, Jack <[Jack.Britten@jll.com](mailto:Jack.Britten@jll.com)>  
**Subject:** [EXTERNAL] Re: Possible lease in Livingston, MT- 45.6732, -110.5491

**Caution: Message from external sender**

Hi isis

Please see attached  
Thank you  
a

<image001.jpg>

Beacon Street Studios  
310-392-9535

On Feb 23, 2023, at 1:15 PM, Vidal, Isis <[Isis.Vidal@jll.com](mailto:Isis.Vidal@jll.com)> wrote:

Hi Andrew,

On the screenshot below, please highlight/mark the area are you looking to lease.

Thanks,

Isis Vidal  
Office 817-230-2621  
Cell 817-233-5187  
[isis.vidal@jll.com](mailto:isis.vidal@jll.com)  
[isis.vidal@bnsf.com](mailto:isis.vidal@bnsf.com)

---

**From:** Britten, Jack <[Jack.Britten@jll.com](mailto:Jack.Britten@jll.com)>  
**Sent:** Thursday, February 23, 2023 11:39 AM  
**To:** Vidal, Isis <[Isis.Vidal@jll.com](mailto:Isis.Vidal@jll.com)>

Cc: [andrew@beaconstreetstudios.com](mailto:andrew@beaconstreetstudios.com)  
Subject: Possible lease in Livingston, MT

Isis,

Please see the are below in Livingston, MT. Andrew would like to lease the area below for parking for his company that is adjacent to the property. It has environmental problems and is not for sale. Could it be leased? If so, please send Andrew (copied) an application and info.

Thanks.

<image001.png>

Jack Britten  
JLL - Rail Practice Group  
4200 Buckingham Road, Suite 110  
Fort Worth, TX 76155  
Direct 817-857-6406  
Mobile 817-966-0277  
Fax 312-470-2398  
[jack.britten@am.jll.com](mailto:jack.britten@am.jll.com)  
[www.jll.com](http://www.jll.com)



[One of the 2022 World's Most Ethical Companies®](#)

Jones Lang LaSalle

For more information about how JLL processes your personal data, please click [here](#)

This email is for the use of the intended recipient(s) only. If you have received this email in error, please notify the sender immediately and then delete it. If you are not the intended recipient, you must not keep, use, disclose, copy or distribute this email without the author's prior permission. We have taken precautions to minimize the risk of transmitting software viruses, but we advise you to carry out your own virus checks on any attachment to this message. We cannot accept liability for any loss or damage caused by software viruses. The information contained in this communication may be confidential and may be subject to the attorney-client privilege. If you are the intended recipient and you do not wish to receive similar electronic messages from us in the future then please respond to the sender to this effect.

<Controlled Use Submittal Checklist.pdf><BNSF Lease Tenant Questionnaire.pdf><Application for Lease Agreement w-cover 7.1 (1).doc>

BNSF RAILWAY COMPANY

APPLICATION FOR LEASE OF LAND

Complete - Land Information, Part III - Material Addendum, and Part IV - Credit Information

1. Community or station where site located:

City Livingston County Park State MT

2. Exact legal name of Applicant: Moles Media, LLC, Moles Media Group, LLC

If corporation, state in which incorporated: MT

If subsidiary, name parent company: \_\_\_\_\_

If individual, names in which business is conducted: \_\_\_\_\_

If partnership, list names of all partners: Andrew Flatbush

3. Is Applicant a BNSF Shipper? Yes \_\_\_\_\_ No

If "Yes", please include the name of Applicant's BNSF Marketing Representative: \_\_\_\_\_

4. Applicant's Street Address: Moles Media Group LLC  
401 North Church Ave  
Bozeman, MT 59715  
Applicant's Billing Address (Notice Address): \_\_\_\_\_

5. Contact Information (including area code): Home: 310-569-2026 Name (Printed): Andrew  
Office: \_\_\_\_\_  
Fax: \_\_\_\_\_ Email: andrew@beaconstreetstudios.com

6. Comprehensive General Liability, Automotive Liability and Worker's Compensation/Employer's Liability coverages are all required for land and track leases/licenses. Do you currently carry these coverages: Amounts per Occurrence/Aggregate:  
Insurance Carrier: Big Sky Insurance Email: bigskyinsurance@msn.com  
Contact Name: Rich Melin Phone: 406-222-7788  
\$ \_\_\_\_\_ / \$ \_\_\_\_\_ Comprehensive General Liability  
\$ \_\_\_\_\_ / \$ \_\_\_\_\_ Automotive Liability  
\$ \_\_\_\_\_ / \$ \_\_\_\_\_ Worker's Compensation/Employer's Liability

7. Date Applicant requests occupancy: 5/1/2024

The information in this completed application is correct and true to the best of my knowledge.  
[Signature] owner Signature / Title Date 6/6/2023



### LAND LEASE INFORMATION

1. Are you represented in this transaction by a broker? no  
If yes, broker's name: \_\_\_\_\_  
Broker phone No. \_\_\_\_\_

2. Will entity other than Applicant occupy any of the premises you propose to lease? no  
If yes, occupant must also complete application.

3. Describe total area to be included and attach sketch or print outlining total property to be leased including dimensions: see attached

4. What use will be made of site? - Applicant's business operations/commodities handled  
we will only use it for parking

5. Number of years established in business: 1

6. List all buildings or structures existing on the property indicating dimensions and construction material (steel, frame). Include wells, septic tanks, drain fields. If buildings or structures are privately-owned include bill of sale. empty lot

Check if existing on site: Concrete Slab  Asphalt  Paved  Gravel  Fencing  Signboard  Lighting/Poles   
Roadway  Storage Tanks underground/above Ground  Electric Transformers  HVAC Units

7. List and describe any future buildings or structures to be erected on site and estimated cost (attach building plans including dimensions): \_\_\_\_\_

8. List and describe any wastes (oils, hazardous wastes, solid wastes, water discharges, etc.) generated, stored, disposed: \_\_\_\_\_

Will your use include changing oil, washing cars or changing tires? no

9. Does applicant have other property under lease? no  
If yes, specify Lease No.(s): \_\_\_\_\_

10. If this application is to cover lease of additional property or deletion of property currently held by Applicant under lease, list lease number and date of lease: \_\_\_\_\_

11. If this application is to cover transfer or assignment of an existing lease or leases from another party, list name of current lessee, lease number(s), date of lease(s). (Applicant must attach letter from current lessee authorizing transfer / assignment, or copy of bill of sale for all improvements): \_\_\_\_\_

List current utilities: N/A Parking only -- empty lot  
Name utilities are under: \_\_\_\_\_

List utilities account numbers: \_\_\_\_\_

List times that business is operating and when it is expected to be closed: \_\_\_\_\_

**MATERIAL ADDENDUM**  
(If None - Write 'NONE' and sign below)

1. List all chemicals, hazardous materials, and/or petroleum products you anticipate using or handling on the premises:

\_\_\_\_\_  
\_\_\_\_\_ *N/A*

2. Name/address of disposal company, if applicable

\_\_\_\_\_  
\_\_\_\_\_ *PARKING only*

3. Type of Storage:	Above Ground	Below Ground	Existing	Future Need
a) Number of Tank(s)	_____	_____	_____	_____
b) Capacity of Each Tank	_____	_____	_____	_____
c) Type of Tank(s)	_____	_____	_____	_____
d) Age of Tank(s)	_____	_____	_____	_____
e) Location of Tank(s). Show exact location on drawing (note if above or below ground, existing or future need).				

4. If any tanks or pipes are underground, you must complete the following:

- a) \_\_\_\_\_ Type \_\_\_\_\_ of \_\_\_\_\_ corrosion \_\_\_\_\_ resistant \_\_\_\_\_ coating:
- b) \_\_\_\_\_ Type \_\_\_\_\_ of \_\_\_\_\_ Cathodic \_\_\_\_\_ protection \_\_\_\_\_ used:
- c) \_\_\_\_\_ Type \_\_\_\_\_ of \_\_\_\_\_ material \_\_\_\_\_ of \_\_\_\_\_ piping \_\_\_\_\_ and \_\_\_\_\_ sealant:
- d) \_\_\_\_\_ Type \_\_\_\_\_ of \_\_\_\_\_ leak \_\_\_\_\_ detection \_\_\_\_\_ test \_\_\_\_\_ performed:
- \_\_\_\_\_ Date performed: \_\_\_\_\_
- \_\_\_\_\_ Certification of Testing Contractor: \_\_\_\_\_
- e) \_\_\_\_\_ Type \_\_\_\_\_ monitoring \_\_\_\_\_ devices \_\_\_\_\_ for \_\_\_\_\_ tank(s):
- f) Attach a copy of a completed Registration Underground Storage tanks form.

5. If completely above ground, you must complete the following:

- a) Containment Berm: Yes / No
- b) Securing Fence: Yes / No
- c) Night Lighting: Yes / No

6. Distance from nearest storage tank to nearest railroad track:

\_\_\_\_\_

7. Has local Fire Department or other regulatory agency approved installation: Yes / No

8. Have necessary permits been obtained from local, county, state and/or Federal authorities (including fire marshals)?  
Yes / No If yes, attach copy. If no, give explanation as to why: \_\_\_\_\_

9. Provide any MSDS sheets for all commodities and hazardous products on site and safety containment plans/documents

Signature of Applicant: \_\_\_\_\_ *[Signature]*  
Title: \_\_\_\_\_ *owner*



The Checklist should be completed by someone knowledgeable of the proposed facility operations. Please ensure that the information is accurate.

# Controlled Use Checklist

1. Lessee Name: Moleo Media Group, LLC

2. Location: Livingston, Montana

3. Form Completed By: Andrew Feltenstein

4. Name of Lease Contact: Andrew Feltenstein

5. Contact Information for questions: andrew@beaconstreetstudios.com, 310-569-2026

6. Site is within a BNSF Railyard:  Yes  No

7. Provide existing lease information, if any:

a. Has this entity been operating on the lease property? If so, for how long?  
no it has been an empty lot for years

b. What is the annual revenue of the applicant? it is a community radio station

8. If there are any permits and plans related to activity on BNSF property, please provide:

a. Description of monitoring and inspection process in the form of an Environmental Management Plan.

b. List of permits and plans obtained or professional/legal opinion and documentation for no permits (e.g., NEPA, Air, SPCC, RCRA, Section 404, Section 106, etc.).

9. Provide a brief description of the project operation on BNSF leased property to include the following plans (Check All That Apply):

a. Transload? If yes, please list out:  
• Commodity(ies): \_\_\_\_\_

b. Activity (Car washing, Equipment Maintenance, Aerosol can usage, etc.)? If yes, please list out:  
• Commodity(ies): parking lot use only

c. Storage (in totes, tanks, railcars, etc.)? If yes, please complete the matrix on the following page.

The Checklist should be completed by someone knowledgeable of the proposed facility operations. Please ensure that the information is accurate.

Commodity	Storage Method (tote, tank, railcar)	Storage Volume (gallons)	If storage is in railcars, list average storage time in hours

10. Provide current (within 12-months) SDS for all Commodities and maintenance chemicals handled.

11. If the commodity is a waste material, provide the laboratory analytical and/or analytical profile for ALL materials handled.

12. If the commodity is scrap metal, provide the origin, if and how it is processed, and duration of storage, if applicable.

13. Provide transloading information:

a. Description of transloading process (i.e. top or bottom of tank car, vessels, connection control).

b. Description of packaging or containers (i.e. railcar, sealed roll-off, drums, etc.).

c. Description, drawings, or plans and pictures (if available) of containment under container:

Note, if tank car transloading is involved:

- If top of tank car unloading/ loading is planned, containment must demonstrate 10% of car volume capacity unless special circumstances do not allow and approval from BNSF Manager Environmental Leases is obtained;

- If bottom of tank car unloading/ loading is planned, containment must demonstrate 100% of car volume capacity unless special circumstances do not allow and approval from BNSF Manager Environmental Leases is obtained.

d. Description, drawings, or plans and pictures (if available) of containment under transport vehicle.

e. Description of all other engineering controls to eliminate spills or releases.



The Checklist should be completed by someone knowledgeable of the proposed facility operations. Please ensure that the information is accurate.

14. If there will be above ground storage tanks on BNSF lease property, provide the following information (**Check All That Apply**):

- a. Description of containment construction and capacity for **oils and fuels**:
  - If total storage capacity of tanks/ drums is greater than 1,320 gallons, a Spill Prevention Control & Countermeasure (SPCC) Plan must be developed by a Certified Professional Engineer.
  - Tanks must either be double-walled or built upon constructed or synthetic containment; Drums must be stored upon manufactured containment and within a weather proof structure.
  - Drums of 55-gallon or greater capacity of ANY type of oil (including e.g. oilseeds and fats), solvent, fuel or other hydrocarbon mixture. BNSF requires that all product drums be stored within structures and containment and out of contact with rain or snow.

- b. Description of containment construction and capacity for **non-petroleum products (e.g., liquid fertilizer, acid, sodium hydroxide)**:
  - Containment should be adequate to prevent environmental damage to sensitive areas from a large quantity release.
  - Tanks may not be placed upon natural material such as soil, stone, etc. without written approval of BNSF Railway.

- c. Description of proposed hoses, fittings, piping, and controls.

15. If there will be any activities listed below, provide a description:

- a. Hazardous Waste generation status, if applicable: (e.g., small or large quantity generator).
- b. Does the property contain a well for the use or potential use of the groundwater for irrigation, drinking water, or any other purpose?
- c. Does construction of lease improvements require excavation?
- d. Will there be fueling operations on site (storage, transfer, etc.)?

The Checklist should be completed by someone knowledgeable of the proposed facility operations. Please ensure that the information is accurate.

TO BE COMPLETED BY BNSF PERSONNEL

16. Provide:

- a. Aerial photo and BNSF GIS screen shot (showing Environmental layers "ON")
- b. Bartlett & West Exhibit
- c. Current or former agreement(s) pertaining to the property
- d. Status and documentation of termination process/completion, if applicable.  
(i.e. has Doug McReynolds approved the termination of the existing/previous lease)

**Josi Wilgus**

---

**From:** Brown, Peter <pebrown@mt.gov>  
**Sent:** Wednesday, March 22, 2023 3:24 PM  
**To:** Randy Hafer; Josi Wilgus  
**Subject:** KPRK Planter and Lilacs

Randy & Josi,

Thanks for the virtual walkthrough of the National Register listed KPRK Building. I'm writing to comment on the prospects of preserving the stair planters and lilac bush at the building's northwest corner.

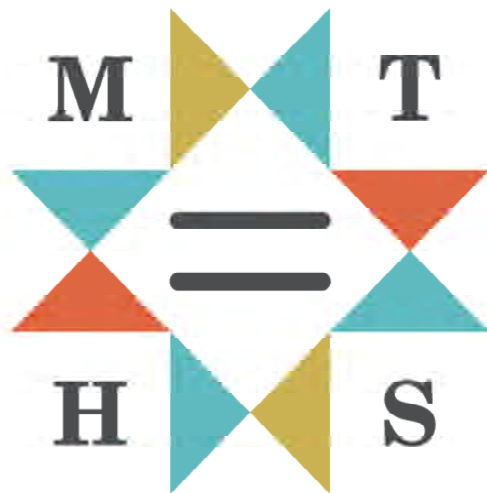
The State Historic Preservation Office's belief is that both of these features could be historic in age but neither appear to be historically significant design elements. The planter's blocks appear to be "southwest rustic," which contrasts with the building's Art Moderne architectural style.

The lilac appears to be planted too close to the building and obscures the building more than something deliberately planted as a landscape design feature would have been.

Both the stair planters and lilac will likely need to be sacrificed in the larger effort to raise the building on a higher foundation to get it further out of floodwaters that could damage the building and threaten the owner's investment in it. If plants and landscape design is a priority, reconstructed concrete sidewalls could have pots or planters on top, and lilacs could be planted further away from the building, in conjunction with the newly established grade.

Sincerely,

Pete Brown  
State Historic Preservation Officer  
[Montana State Historic Preservation Office](#)  
406-444-7718



**MONTANA**  
HISTORICAL SOCIETY

---

State Historic  
Preservation Office

[State Historic Preservation Plan](#) [2022 Annual Report](#) [Consulting with SHPO](#)

**Josi Wilgus**

---

**From:** Randy Hafer  
**Sent:** Monday, January 23, 2023 4:22 PM  
**To:** Josi Wilgus  
**Subject:** FW: [EXTERNAL] Kprk

fyi

RANDY HAFER FAIA | LEED AP BD+C  
PRESIDENT

2720 MINNESOTA AVENUE  
BILLINGS, MT 59101  
P 406.896.0250  
EMAIL rhafer@highplainsarchitects.com

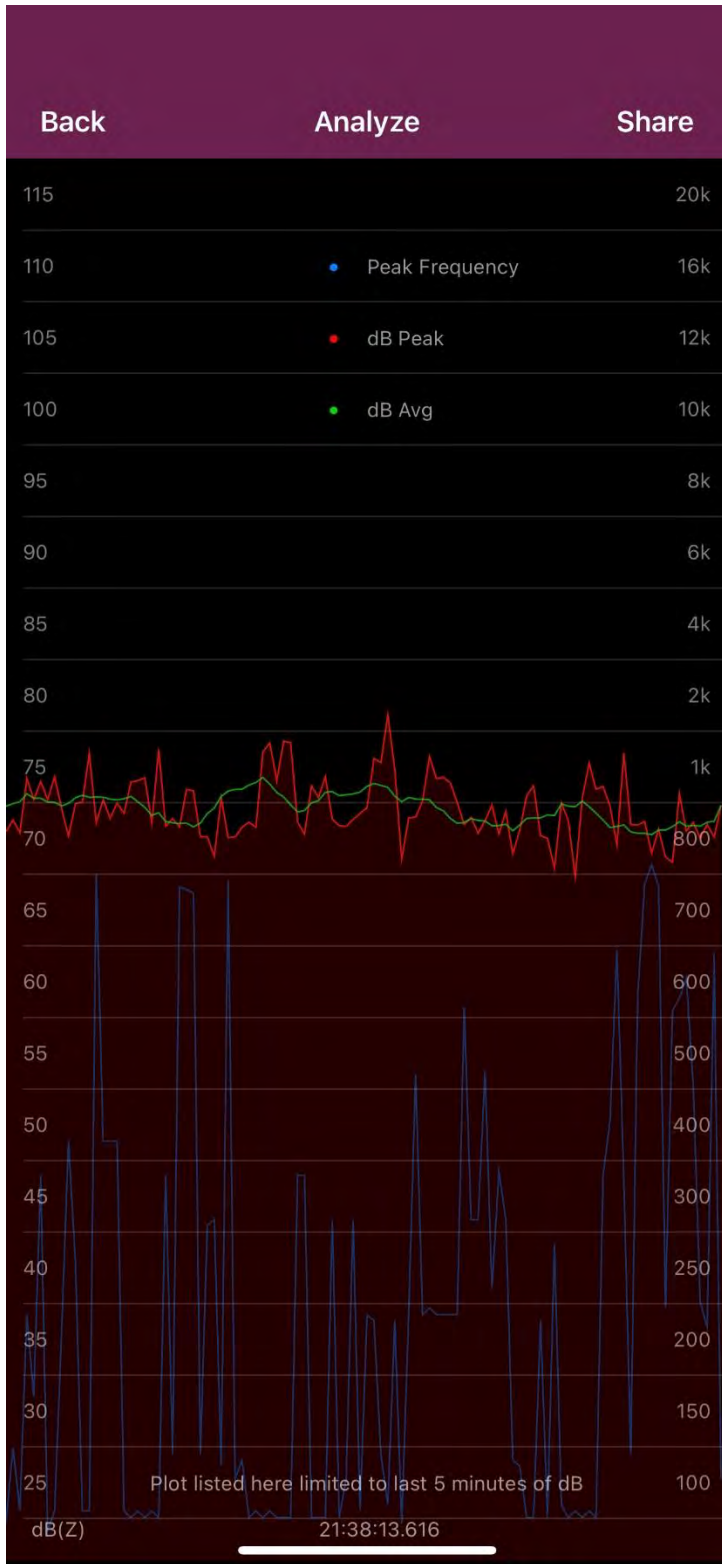
-----Original Message-----

From: Andrew Feltenstein <andrew@beaconstreetstudios.com>  
Sent: Monday, January 23, 2023 4:06 PM  
To: Brown, Peter <pebrown@mt.gov>  
Cc: Randy Hafer <rhafer@highplainsarchitects.com>  
Subject: Re: [EXTERNAL] Kprk

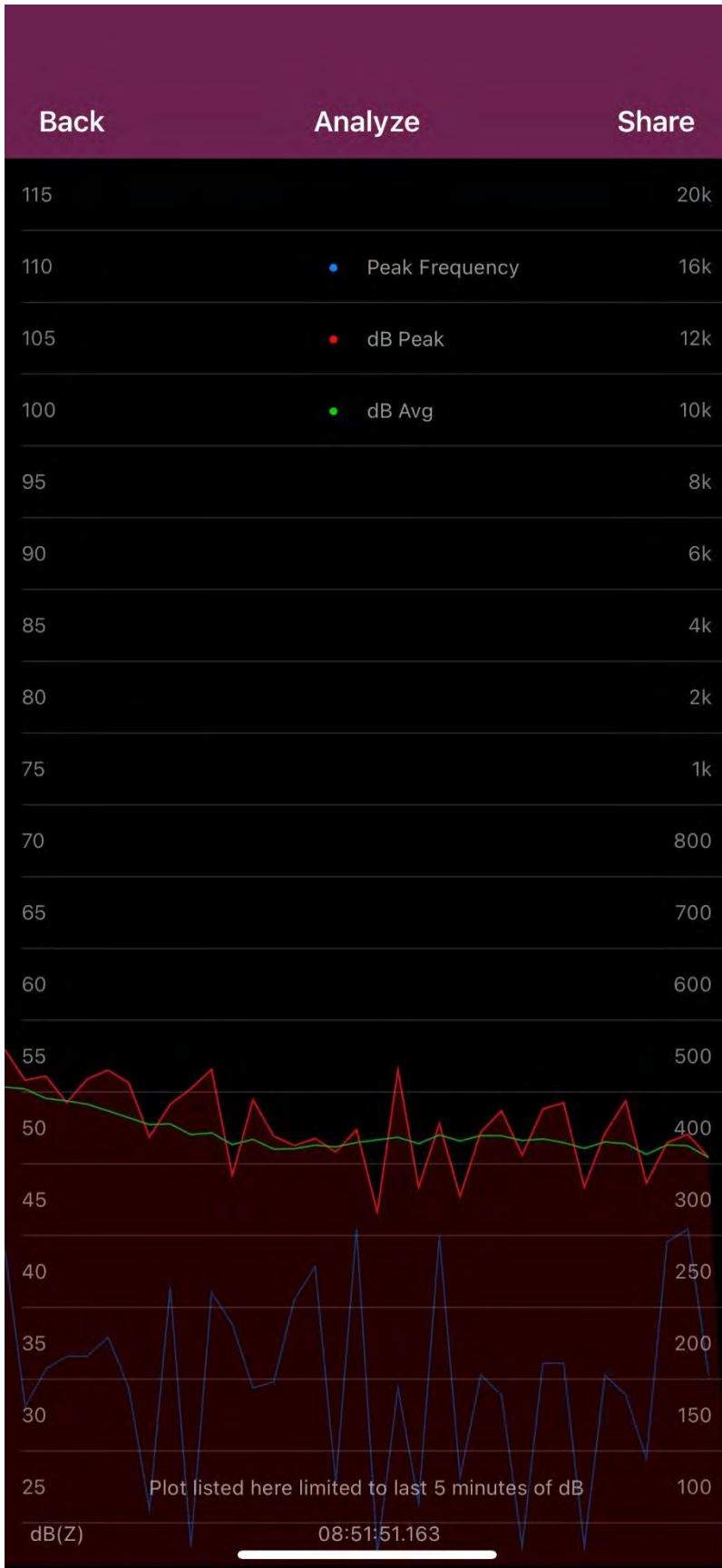
thanks pete — appreciate the help

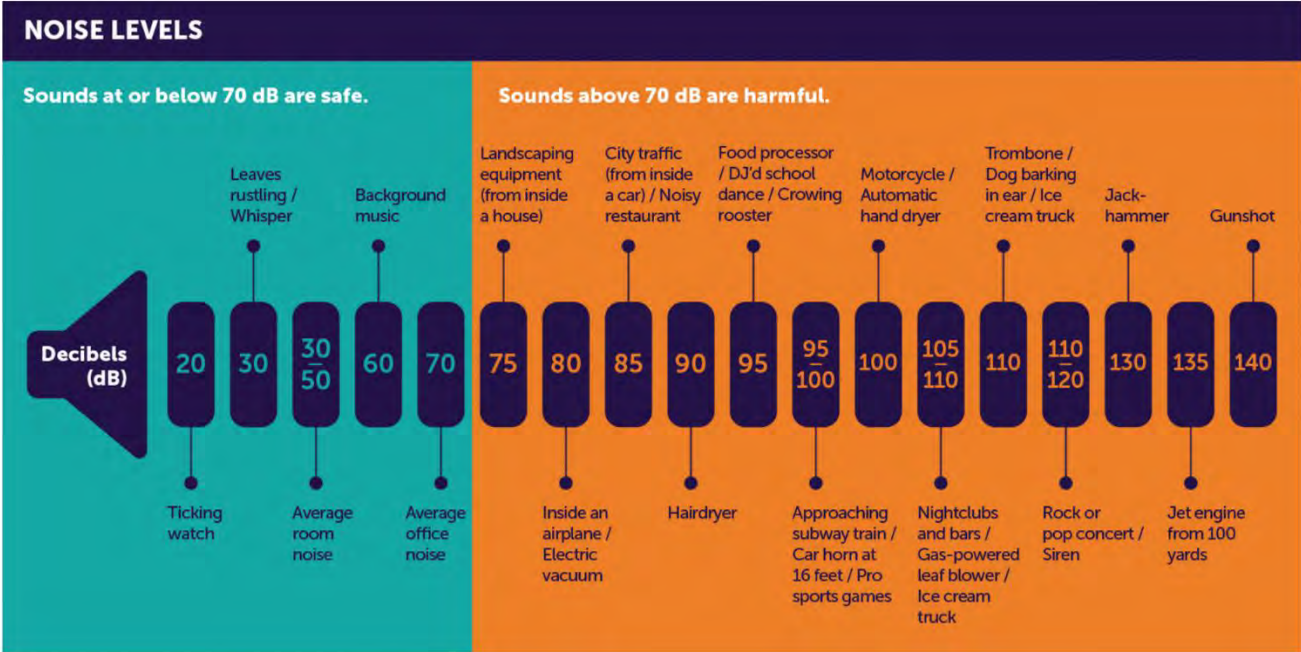
i have cc'ed randy here too!

- > On Jan 23, 2023, at 3:33 PM, Brown, Peter <pebrown@mt.gov> wrote:
- >
- > Thanks for calling, Andrew. Try compiling a list of headings that break down your project by architectural feature/finish, and interior spaces. What we develop you'll eventually plug into a Part 2 form.
- >
- > All of the forms are available at this link: <https://www.nps.gov/subjects/taxincentives/historic-preservation-certification-application.htm>
- >
- > Because the KPRK building is individually listed in the National Register, you need not complete a Part 1 form. I mentioned that the program has a three-part application process. Part 3 is your completion report.
- >
- > I'm happy to work with you on the application, please keep High Plains in the loop so they know what your committing to when they draw up plans to submit to the National Park Service with the Part 2.
- >
- > Sidebar: If you're interested, check out <https://www.butteamericaradio.org/> These guys rehabilitated the Carpenter's Union Hall in Butte's uptown.
- >
- > Pete Brown











**From:** [Faith Kinnick](#)  
**To:** [Grant Gager](#); [Karrie Kahle](#); [Mel Friedman](#); [Melissa Nootz](#); [Quentin Schwarz](#); [Torrey Lyons](#)  
**Cc:** [Emily Hutchinson](#); [Jennifer Severson](#)  
**Subject:** FW: KPRK, Agenda Item for Aug 15th, Special Exception Permit  
**Date:** Tuesday, August 8, 2023 9:08:13 AM

---

Good morning,

It appears this was intended for the Commission.

Sincerely,

Faith

**From:** Kathryn Bornemann [mailto:outofthebluelivingston@gmail.com]  
**Sent:** Tuesday, August 8, 2023 9:06 AM  
**To:** Faith Kinnick <fkinnick@livingstonmontana.org>  
**Subject:** KPRK, Agenda Item for Aug 15th, Special Exception Permit

August 7, 2023

Livingston, Montana City Commissioners:

- Melissa Nootz
- Karrie Kahle
- Mel Friedman
- Quentin Schwarz
- Torrey Lyons

Dear Commissioners,

This spring I was *thrilled* to read the news that the KPRK building had been sold and was slated to be restored. We are all well aware that this building is iconic to Livingston. As a lover of all things old and beautiful, I (and scores of others) had dreams about restoring it and turning it into something wonderful. Its current state of disrepair is a blight on the community and a sad reminder of some very difficult times.

My understanding is that Andrew Feltenstein, (the current owner) intended use for the property is congruent with its historical significance. This project should be viewed as a revival. It is also my understanding that he intends to address the floodplain concerns and better protect this amazing structure by raising the building above base flood elevations.

The location of the property is right for the proposed purpose. It is on the edge of the city with very limited potential for residential development - due to highway frontage and adjacent property to the west being owned by the railroad. The only other feasible idea I heard was to turn one of the coolest buildings in Montana into a gas station. Terrible...

I strongly encourage you to approve the amphitheater. Mr. Feltenstein will be investing a huge amount of money to revive this property. The venue will be a way to attract talent, be it music or spoken word (interviews) and the only way to pay for the renovation and keep the lights on. There are creative models to deal with the parking issues like shuttles, buses and walking paths.

Nobody really likes change. Yet the truth is Livingston is going to change and evolve. I hope it navigates these changes in the best of ways, by continuing to restore and revive what is present. This is the type of creative and thoughtful passion project that helps to make Livingston unique. The local culture is a blend of cowboys and artists. Short of installing a horse paddock and a performance of a western shootout on Main Street every night at 5:00pm, what else could be done here that would be more authentically local? This is private investment but the whole community will reap the rewards. The property is revived, Livingston gets more interesting and jobs are created.

Thank you for your consideration.

My Best,

Kathryn Bourne (Bornemann)<sup>SEP</sup>

Owner, 211 South Main Street<sup>SEP</sup> Livingston, Montana 59047

**From:** [Shannon Holmes](#)  
**To:** [Jennifer Severson](#); [Martha ORourke](#)  
**Subject:** RE: Special Exception Permit - KPRK Outdoor Amphitheater - 5576 US Hwy 89  
**Date:** Thursday, July 20, 2023 3:07:50 PM  
**Attachments:** [image002.png](#)  
[image006.png](#)  
[MAP.pdf](#)  
[image004.png](#)

---

I just told Josi what their options were with blue and black containers and pickup options. Do we know what their plans are for the approach permit? It would be nice to see that. Do you know if they plan to mark the parking spaces on the adjacent property? I'd like to have them put up a couple No parking on the Multiuse trail signs near their parking areas. Their water service line is a very long service that crosses other properties. I hope they have confirmed they have an easement for it. It would be very unfortunate if something happens to it and it impacts their operation. We also are planning our I&I project in this area. I have attached a map of the limits of that project. This project could start in the summer of 2024 or spring of 2025.

This is a neat project.

**Shannon Holmes**  
 Public Works Director  
 (406) 222-5667




---

**From:** Jennifer Severson <[jseverson@livingstonmontana.org](mailto:jseverson@livingstonmontana.org)>  
**Sent:** Thursday, July 20, 2023 2:51 PM  
**To:** Shannon Holmes <[sholmes@livingstonmontana.org](mailto:sholmes@livingstonmontana.org)>; Martha ORourke <[morourke@livingstonmontana.org](mailto:morourke@livingstonmontana.org)>  
**Subject:** RE: Special Exception Permit - KPRK Outdoor Amphitheater - 5576 US Hwy 89

Thanks for confirming. RE: garbage disposal- I didn't notice anything in the revised app (maybe I missed it)- can you please let me know what you agreed to so it can be included in the application and mentioned in my staff recommendation for the City Commission? thanks!

**Jennifer Severson – Planning Director**  
 City of Livingston  
 (406) 222-4903

---

**From:** Shannon Holmes <[sholmes@livingstonmontana.org](mailto:sholmes@livingstonmontana.org)>  
**Sent:** Thursday, July 20, 2023 2:50 PM

**To:** Jennifer Severson <[jseverson@livingstonmontana.org](mailto:jseverson@livingstonmontana.org)>; Martha ORourke <[morourke@livingstonmontana.org](mailto:morourke@livingstonmontana.org)>  
**Subject:** RE: Special Exception Permit - KPRK Outdoor Amphitheater - 5576 US Hwy 89

That is correct and we also discussed options for garbage disposal.

**Shannon Holmes**  
Public Works Director  
(406) 222-5667



---

**From:** Jennifer Severson <[jseverson@livingstonmontana.org](mailto:jseverson@livingstonmontana.org)>  
**Sent:** Thursday, July 20, 2023 2:49 PM  
**To:** Martha ORourke <[morourke@livingstonmontana.org](mailto:morourke@livingstonmontana.org)>  
**Cc:** Shannon Holmes <[sholmes@livingstonmontana.org](mailto:sholmes@livingstonmontana.org)>  
**Subject:** RE: Special Exception Permit - KPRK Outdoor Amphitheater - 5576 US Hwy 89

Thanks Martha- actually, the applicant is proposing to have food trucks and port-o-lets placed temporarily within the sewer easement on the west side of the property (sheet A1.1P); however, the applicant’s architect confirmed they ran it by Shannon and he confirmed that “access and temporary items such as food trucks are allowed on the sewer easement”. Shannon, if that is not the case, please let me know.

**Jennifer Severson – Planning Director**  
City of Livingston  
(406) 222-4903

---

**From:** Martha ORourke <[morourke@livingstonmontana.org](mailto:morourke@livingstonmontana.org)>  
**Sent:** Thursday, July 20, 2023 2:43 PM  
**To:** Jennifer Severson <[jseverson@livingstonmontana.org](mailto:jseverson@livingstonmontana.org)>  
**Cc:** Shannon Holmes <[sholmes@livingstonmontana.org](mailto:sholmes@livingstonmontana.org)>  
**Subject:** RE: Special Exception Permit - KPRK Outdoor Amphitheater - 5576 US Hwy 89

Hi Jen,

I don’t have any comments from the infrastructure side of things on this application. Our sewer main easement is shown, and seems to be planned to remain clear of permanent and temporary structures. One entrance to the parking area seems like a safety issue, but I am sure Josh may

comment on that since he knows way more than I about these things.

Thank you,

**MARTHA O'ROURKE, PE** PROJECT MANAGER  
CITY OF LIVINGSTON PUBLIC WORKS DEPARTMENT  
o: 406.222.5667 e: [morourke@livingstonmontana.org](mailto:morourke@livingstonmontana.org)  
[www.livingstonmontana.org](http://www.livingstonmontana.org)

---

**From:** Jennifer Severson <[jseverson@livingstonmontana.org](mailto:jseverson@livingstonmontana.org)>  
**Sent:** Thursday, July 20, 2023 12:51 PM  
**To:** Shannon Holmes <[sholmes@livingstonmontana.org](mailto:sholmes@livingstonmontana.org)>; Josh Chabalowski <[firechief@livingstonmontana.org](mailto:firechief@livingstonmontana.org)>; Dale Johnson <[djohnson@livingstonmontana.org](mailto:djohnson@livingstonmontana.org)>; Jim Woodhull <[jwoodhull@livingstonmontana.org](mailto:jwoodhull@livingstonmontana.org)>; Martha O'Rourke <[mo'rourke@livingstonmontana.org](mailto:mo'rourke@livingstonmontana.org)>  
**Subject:** Special Exception Permit - KPRK Outdoor Amphitheater - 5576 US Hwy 89

Good Afternoon,

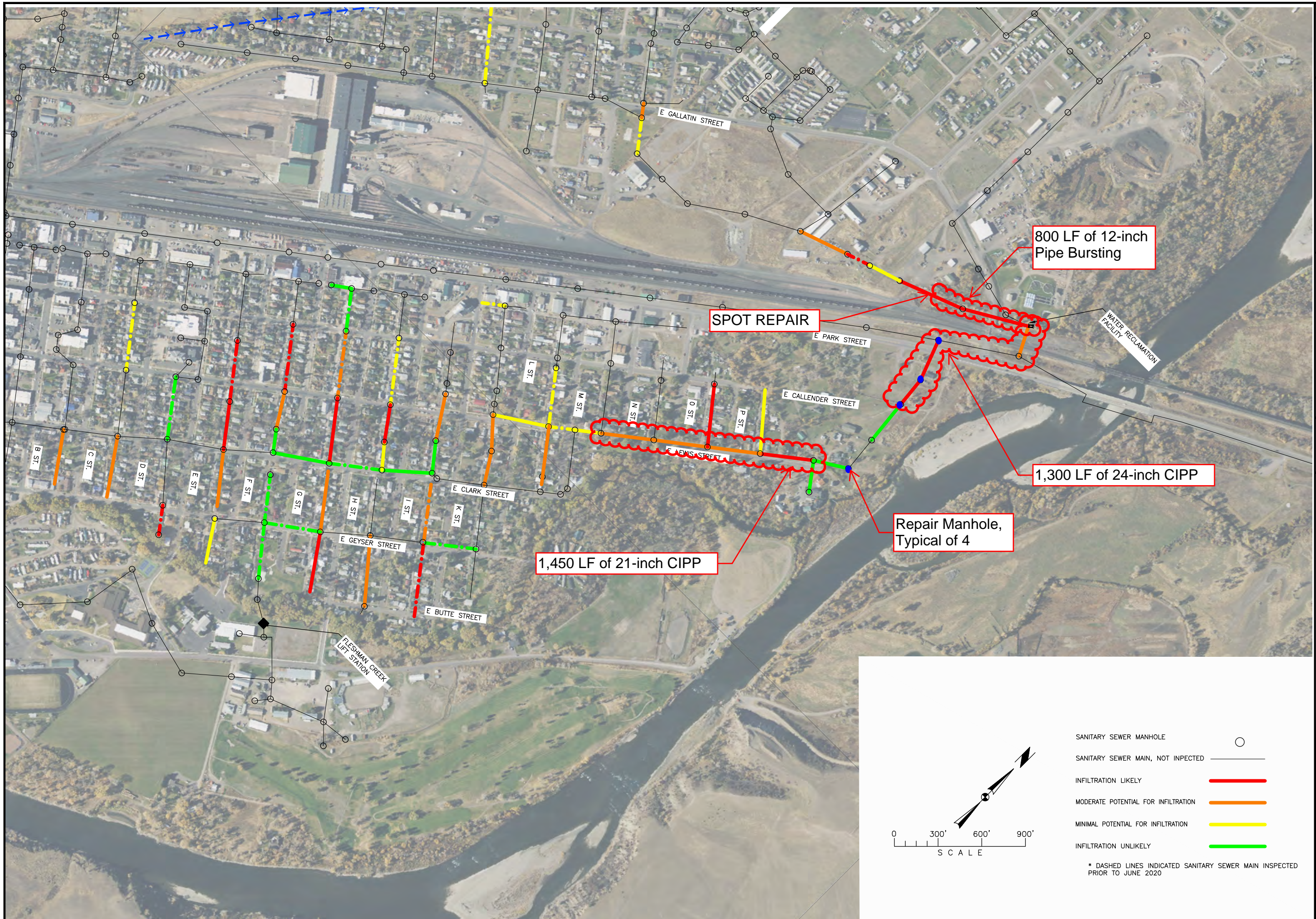
Attached is the Special Exception Permit application package submitted by the new owner of the KPRK property for a new outdoor amphitheater. The applicant is proposing to renovate and restore the existing radio station building to look the same as it does now and to return it to a functioning radio station. The applicant also proposed to construct a grass-surfaced amphitheater behind the building that can accommodate 250 people (max attendance proposed for events). The building/ radio station use is not part of this zoning review- only the amphitheater use is required to undergo Special Exception Permit review. The amphitheater will be ~ 6 feet at its tallest point- seating will face the river while performances/ sound amplification will face the road. Similar to the Shane Center pavilion, the amphitheater will only be used during the warmer months of the year- up to 2-3 performances per week May – September. The applicant is currently working with MDOT for a new approach permit and with Montana Rail Link to lease the adjacent property to the west for use as event parking (emails documenting this coordination are included in the attached application).

Please let me know if you have any questions or concerns about the proposed amphitheater. If you need more information or details from the applicant, I'd appreciate it if you could please route those through me so I can make sure everyone is provided with any additional information the applicant provides. Please send written comments (informal email is fine) if you have concerns with the proposal. If you do have concerns, please include suggestions for how the applicant should/ must address and/or mitigate your concerns. **Please send me your responses by next Friday July 28 – if you would like additional time to review the application please let me know as soon as possible** as I am tentatively planning to bring this before the Commission at their August 15 meeting.

Thanks much!  
Jen



J:\2020\20-085 City of Livingston\_Wastewater\CADD\CIVIL\2020 WW PER\20-085 PER FIG 2-7.dwg, 5/4/2021 2:25:27 PM, NMR



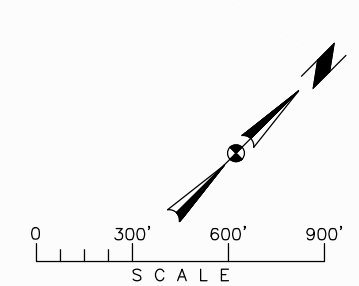
NOT FOR CONSTRUCTION 252

REV	DATE	REVISION

**TD&H**  
Engineering  
406.761.3010 • tdhengineering.com  
1800 RIVER DR. NO. 3 GREAT FALLS, MONTANA 59403

DRAWN BY: NMR  
DESIGNED BY:  
QUALITY CHECK:  
DATE: 06-02-2020  
JOB NO. 20-085  
FIELDBOOK

**LIVINGSTON COLLECTION SYSTEM PER AMENDMENT  
LIVINGSTON, MONTANA  
TV INSPECTION RESULTS  
EAST**



- SANITARY SEWER MANHOLE ○
- SANITARY SEWER MAIN, NOT INSPECTED —
- INFILTRATION LIKELY — (Red line)
- MODERATE POTENTIAL FOR INFILTRATION — (Orange line)
- MINIMAL POTENTIAL FOR INFILTRATION — (Yellow line)
- INFILTRATION UNLIKELY — (Green line)

\* DASHED LINES INDICATED SANITARY SEWER MAIN INSPECTED PRIOR TO JUNE 2020



**Jennifer Severson**

---

**Subject:** FW: Special Exception Permit - KPRK Outdoor Amphitheater - 5576 US Hwy 89

---

**From:** Josh Chabalowski <firechief@livingstonmontana.org>  
**Sent:** Friday, July 28, 2023 3:53 PM  
**To:** Jennifer Severson <jseverson@livingstonmontana.org>  
**Subject:** RE: Special Exception Permit - KPRK Outdoor Amphitheater - 5576 US Hwy 89

Hi Jen,

Yes agreed on the standby numbers and timeliness of scheduling.

I agree with Martha on the single entrance. That will become an issue if (when) we have a medical call or if we get a fire there and the events are full.  
Two approaches will be optimal and appreciated.

Josh Chabalowski  
Fire Chief  
Livingston Fire Rescue  
414 East Callender Street  
Livingston, MT 59047  
(406) 223-2114 (O)  
(813) 751-6911 (C)



---

**From:** Jennifer Severson  
**Sent:** Thursday, July 27, 2023 6:05 PM  
**To:** Josh Chabalowski <firechief@livingstonmontana.org>  
**Subject:** FW: Special Exception Permit - KPRK Outdoor Amphitheater - 5576 US Hwy 89

Hi Josh- please see below

1. For events where 300 or more people are anticipated to attend, mandatory presence of a firefighter with a quick response truck for fire watch, and EMS standby is required. For events with 500 or more attendees, an ambulance and two personnel for fire watch and EMS with an ambulance is required.



- 2. The applicant must work with Livingston Fire and Rescue and the City Police Department to secure the necessary emergency services at least 2 weeks prior to the event.
- 3. Contract Emergency Service providers may be used in place of the City’s EMS staff; however, these contractors must be approved by Livingston Fire and Rescue prior to hiring for use during events at the Shane Center as required based on the number of attendees identified above.

Also, please see highlighted in Martha’s email below.

Thx,  
Jen

**Jennifer Severson – Planning Director**  
City of Livingston  
(406) 222-4903

---

**From:** Martha ORourke <[morourke@livingstonmontana.org](mailto:morourke@livingstonmontana.org)>  
**Sent:** Thursday, July 20, 2023 2:43 PM  
**To:** Jennifer Severson <[jseverson@livingstonmontana.org](mailto:jseverson@livingstonmontana.org)>  
**Cc:** Shannon Holmes <[sholmes@livingstonmontana.org](mailto:sholmes@livingstonmontana.org)>  
**Subject:** RE: Special Exception Permit - KPRK Outdoor Amphitheater - 5576 US Hwy 89

Hi Jen,

I don’t have any comments from the infrastructure side of things on this application. Our sewer main easement is shown, and seems to be planned to remain clear of permanent and temporary structures. One entrance to the parking area seems like a safety issue, but I am sure Josh may comment on that since he knows way more than I about these things.

Thank you,



**MARTHA O’ROURKE, PE** PROJECT MANAGER  
 CITY OF LIVINGSTON PUBLIC WORKS DEPARTMENT  
 o: 406.222.5667 e: [morourke@livingstonmontana.org](mailto:morourke@livingstonmontana.org)  
[www.livingstonmontana.org](http://www.livingstonmontana.org)

---

**From:** Jennifer Severson <[jseverson@livingstonmontana.org](mailto:jseverson@livingstonmontana.org)>  
**Sent:** Thursday, July 20, 2023 12:51 PM  
**To:** Shannon Holmes <[sholmes@livingstonmontana.org](mailto:sholmes@livingstonmontana.org)>; Josh Chabalowski <[firechief@livingstonmontana.org](mailto:firechief@livingstonmontana.org)>; Dale Johnson <[djohnson@livingstonmontana.org](mailto:djohnson@livingstonmontana.org)>; Jim Woodhull <[jwoodhull@livingstonmontana.org](mailto:jwoodhull@livingstonmontana.org)>; Martha O'Rourke <[mo'rouke@livingstonmontana.org](mailto:mo'rouke@livingstonmontana.org)>  
**Subject:** Special Exception Permit - KPRK Outdoor Amphitheater - 5576 US Hwy 89

Good Afternoon,

Attached is the Special Exception Permit application package submitted by the new owner of the KPRK property for a new outdoor amphitheater. The applicant is proposing to renovate and restore the existing radio station building to look the same as it does now and to return it to a functioning radio station. The applicant also proposed to construct a grass-surfaced amphitheater behind the building that can accommodate 250 people (max attendance proposed for events). The building/ radio station use is not part of this zoning review- only the amphitheater use is required to undergo Special Exception Permit review. The amphitheater will be ~ 6 feet at its tallest point- seating will face the river while performances/ sound amplification will face the road. Similar to the Shane Center pavilion, the amphitheater will

**From:** [Jim Woodhull](#)  
**To:** [Jennifer Severson](#)  
**Subject:** RE: Special Exception Permit - KPRK Outdoor Amphitheater - 5576 US Hwy 89  
**Date:** Monday, July 31, 2023 7:16:11 AM  
**Attachments:** [image002.png](#)

---

The Building Department has no issue with this project. We will need proper elevation certificate and compliance with all flood related regulations will be verified when a building permit is issued.

---

**From:** Jennifer Severson  
**Sent:** Thursday, July 20, 2023 12:51 PM  
**To:** Shannon Holmes <sholmes@livingstonmontana.org>; Josh Chabalowski <firechief@livingstonmontana.org>; Dale Johnson <djohnson@livingstonmontana.org>; Jim Woodhull <jwoodhull@livingstonmontana.org>; Martha O'Rourke <mo'rourke@livingstonmontana.org>  
**Subject:** Special Exception Permit - KPRK Outdoor Amphitheater - 5576 US Hwy 89

Good Afternoon,

Attached is the Special Exception Permit application package submitted by the new owner of the KPRK property for a new outdoor amphitheater. The applicant is proposing to renovate and restore the existing radio station building to look the same as it does now and to return it to a functioning radio station. The applicant also proposed to construct a grass-surfaced amphitheater behind the building that can accommodate 250 people (max attendance proposed for events). The building/ radio station use is not part of this zoning review- only the amphitheater use is required to undergo Special Exception Permit review. The amphitheater will be ~ 6 feet at its tallest point- seating will face the river while performances/ sound amplification will face the road. Similar to the Shane Center pavilion, the amphitheater will only be used during the warmer months of the year- up to 2-3 performances per week May – September. The applicant is currently working with MDOT for a new approach permit and with Montana Rail Link to lease the adjacent property to the west for use as event parking (emails documenting this coordination are included in the attached application).

Please let me know if you have any questions or concerns about the proposed amphitheater. If you need more information or details from the applicant, I'd appreciate it if you could please route those through me so I can make sure everyone is provided with any additional information the applicant provides. Please send written comments (informal email is fine) if you have concerns with the proposal. If you do have concerns, please include suggestions for how the applicant should/ must address and/or mitigate your concerns. **Please send me your responses by next Friday July 28 – if you would like additional time to review the application please let me know as soon as possible** as I am tentatively planning to bring this before the Commission at their August 15 meeting.

Thanks much!  
Jen

**Jennifer Severson, AICP – Planning Director**

**From:** [Dale Johnson](#)  
**To:** [Jennifer Severson](#)  
**Subject:** RE: Special Exception Permit - KPRK Outdoor Amphitheater - 5576 US Hwy 89  
**Date:** Friday, July 21, 2023 8:35:32 AM  
**Attachments:** [image002.png](#)

---

I don't see any issues from the LPD.

*Dale*

---

**From:** Jennifer Severson <jseverson@livingstonmontana.org>  
**Sent:** Thursday, July 20, 2023 12:51 PM  
**To:** Shannon Holmes <sholmes@livingstonmontana.org>; Josh Chabalowski <firechief@livingstonmontana.org>; Dale Johnson <djohnson@livingstonmontana.org>; Jim Woodhull <jwoodhull@livingstonmontana.org>; Martha O'Rourke <mo'rourke@livingstonmontana.org>  
**Subject:** Special Exception Permit - KPRK Outdoor Amphitheater - 5576 US Hwy 89

Good Afternoon,

Attached is the Special Exception Permit application package submitted by the new owner of the KPRK property for a new outdoor amphitheater. The applicant is proposing to renovate and restore the existing radio station building to look the same as it does now and to return it to a functioning radio station. The applicant also proposed to construct a grass-surfaced amphitheater behind the building that can accommodate 250 people (max attendance proposed for events). The building/ radio station use is not part of this zoning review- only the amphitheater use is required to undergo Special Exception Permit review. The amphitheater will be ~ 6 feet at its tallest point- seating will face the river while performances/ sound amplification will face the road. Similar to the Shane Center pavilion, the amphitheater will only be used during the warmer months of the year- up to 2-3 performances per week May – September. The applicant is currently working with MDOT for a new approach permit and with Montana Rail Link to lease the adjacent property to the west for use as event parking (emails documenting this coordination are included in the attached application).

Please let me know if you have any questions or concerns about the proposed amphitheater. If you need more information or details from the applicant, I'd appreciate it if you could please route those through me so I can make sure everyone is provided with any additional information the applicant provides. Please send written comments (informal email is fine) if you have concerns with the proposal. If you do have concerns, please include suggestions for how the applicant should/ must address and/or mitigate your concerns. **Please send me your responses by next Friday July 28 – if you would like additional time to review the application please let me know as soon as possible** as I am tentatively planning to bring this before the Commission at their August 15 meeting.

Thanks much!  
Jen

**From:** [Kilts, Kristina](#)  
**To:** [Jennifer Severson](#)  
**Subject:** RE: Livingston KPRK Site  
**Date:** Wednesday, July 26, 2023 3:28:36 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[ApproachPermit\\_7966 \(1\).pdf](#)

---

Hi Jennifer,

Attached is our official approach permit. Everything is all electronic.

Yes, you are correct, we only did a change of use permit, meaning no new approaches will be constructed in MDT right-of-way.

We apologize for not including you into the process. This one we kept in the district because of its small trip generation and already existing approach but we will make sure you include you on all Livingston permits.

Kristina

---

**From:** Jennifer Severson <jseverson@livingstonmontana.org>  
**Sent:** Wednesday, July 26, 2023 12:35 PM  
**To:** Kilts, Kristina <kkilts@mt.gov>  
**Subject:** [EXTERNAL] FW: Livingston KPRK Site

Good Afternoon Kristina,

Please see email chain below between you and Joey Staszczuk about an approach permit for the KPRK site in Livingston. When you have a minute, to better document MDT approval, would you mind please responding to this email and include confirmation that the approach permit has been issued by MDT with your **full email signature**? (i.e. something that includes your title at MDT and the MDT logo would be great) Also, just so I understand, no new or modified approach permit was necessary for the parking site on the property adjacent to the KPRK property (i.e. the MRL property), only for the KPRK property, correct? If you could please confirm that for me (or clarify if that’s not the case) I would really appreciate it.

Thanks so much!

**Jennifer Severson, AICP – Planning Director**  
City of Livingston  
220 E. Park St.  
Livingston, MT 59047  
(406) 222-4903  
[jseverson@livingstonmontana.org](mailto:jseverson@livingstonmontana.org)



---

**From:** Joey Staszczuk <jstaszczuk@sandersonstewart.com>  
**Sent:** Tuesday, July 25, 2023 2:05 PM

**To:** Jennifer Severson <[jseverson@livingstonmontana.org](mailto:jseverson@livingstonmontana.org)>  
**Cc:** Josi Wilgus <[jwilgus@highplainsarchitects.com](mailto:jwilgus@highplainsarchitects.com)>  
**Subject:** Fw: Livingston KPRK Site

Jennifer -

See message below from Kristina approving the permits. Looks like both approaches are approved and nothing else is needed.

Thanks,

### Joey Staszczuk PE, PTOE, RSP1

Associate | Community Transportation Studio Manager

t: 406-922-4306  
m: 406-208-3275

---

**From:** Kilts, Kristina <[kkilts@mt.gov](mailto:kkilts@mt.gov)>  
**Sent:** Tuesday, July 25, 2023 10:59 AM  
**To:** Joey Staszczuk <[jstaszczuk@sandersonstewart.com](mailto:jstaszczuk@sandersonstewart.com)>  
**Cc:** Josi Wilgus <[jwilgus@highplainsarchitects.com](mailto:jwilgus@highplainsarchitects.com)>; Jones, Ted <[tejones@mt.gov](mailto:tejones@mt.gov)>  
**Subject:** RE: Livingston KPRK Site

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Joey,

Your permit is issued.

We do not need anything in regards to the concert parking as it did not affect the trips generated. Since it was just a change in use permit and a small number of peak hour trips, it was a straight forward review.

Kristina

---

**From:** Joey Staszczuk <[jstaszczuk@sandersonstewart.com](mailto:jstaszczuk@sandersonstewart.com)>  
**Sent:** Tuesday, July 25, 2023 10:27 AM  
**To:** Kilts, Kristina <[kkilts@mt.gov](mailto:kkilts@mt.gov)>  
**Cc:** Jones, Ted <[tejones@mt.gov](mailto:tejones@mt.gov)>; Josi Wilgus <[jwilgus@highplainsarchitects.com](mailto:jwilgus@highplainsarchitects.com)>  
**Subject:** [EXTERNAL] Re: Livingston KPRK Site

Hi Kristina -

I wanted to check in on the approach permit for the Livingston KPRK site. Additionally, as we had in our traffic letter that I supplied to you, the adjacent MRL parcel will be used for concert parking. Do you need anything else than what was submitted to you to approve that approach as well?

Thanks,

Joey Staszczuk PE, PTOE, RSP1



Montana Department of Transportation
Approach Permit

2701 Prospect Ave
PO Box 201001
Helena, MT 59620-1001
(406) 444-6200
www.mdt.mt.gov

259

Printed Date: 07/26/2023

Permit Number: 7966
Name: ANDREW FELTENSTEIN
Company Name: MOLEO MEDIA, LLC
Address: 401 N CHURCH AVENUE
BOZEMAN, MT 59718
Phone Number: (310) 569-3874
Nature of Permit:

NO ADDITIONAL INFRASTRUCTURE IS PLANNED IN MDT R/W BESIDE THIS 25' WIDE APPROACH

Table with 5 columns: Sign Route, Corridor, Mile Post Start, Mile Post End, County. Row 1: BR I-90, C000011, 55.70, 55.70, Park

Conditions of Permit:

1) All other necessary permits for this project must be obtained by and are the responsibility of the applicant/permittee.

Drainage Information:

Table with 5 columns: Type, Size, Length, Drain Site Distance Right, Drain Site Distance Left

Other Remarks and/or Conditions:

Table with 5 columns: Applicant Date, Issue Date, End Date, Permit Type, Maintenance Division. Row 1: Jun 28, 2023, Jul 25, 2023, Permanent, Bozeman

Signatures

Table with 3 columns: Type, Signature, Title. Row 1: MDT District Rep, Kristina Kilts, District Traffic Engineer. Row 2: Applicant, Joey Staszczuk

**Approach Permits are subject to the following terms and conditions:**

**TERM** - This permit shall be in full force and effect from the date hereof until revoked as herein provided.

**REVOCAION** - This permit may be revoked by State upon giving thirty (30) days notice to Permittee by ordinary mail, directed to the address shown in the application hereto attached, but the State reserves the right to revoke this permit without giving said notice in the event Permittee breaks any of the conditions or terms set forth herein.

**COMMENCEMENT OF WORK** - No work shall be commenced until Permittee notifies the Maintenance Chief shown in application the date the Permittee proposes to commence work.

**CHANGES IN HIGHWAY** - If the State changes the highway, or there are other changes to adjoining streets, alleys, etc., which necessitate alterations in structures or installations installed under this permit, Permittee shall make the necessary alterations at Permittee's sole expense or in accordance with a separate agreement.

**STATE SAVED HARMLESS FROM CLAIMS** - In accepting this permit the Permittee, its/his successors or assigns, agree to protect the State and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used, or manner of installations, maintenance and operation, or by the improper occupancy of said highway right of way, and in case any suit or action is brought against the State and arising out of, or by reason of, any of the above causes, the Permittee, its/his successors or assigns, will upon notice to it/him of the commencement of such action, defend the same at its/his sole cost and expense and satisfy any judgment which may be rendered against the State in any such suit or action.

**PROTECTION OF TRAFFIC** - Submit a traffic control plan for review and approval prior to any work being performed in MDT Right-of-Way. Traffic control must meet current MUTCD and MDT standards and guidance. The approval shall in no way operate to relieve or discharge the Permittee from any of the obligations assumed by acceptance of this permit, and especially those set forth under Section 6 thereof.

**HIGHWAY AND DRAINAGE** - If the work done under this permit interferes in any way with the drainage of the State Highway affected, Permittee shall, at its/his own expense, make such provisions as the State may direct to take care of said drainage.

**RUBBISH AND DEBRIS** - Permittee is responsible for debris that is carried onto the roadway by this construction with sweeping and cleaning done daily at permittee's expense. Upon completion of work contemplated under this permit, all rubbish and debris shall be immediately removed and the roadway and the roadside left in a neat and presentable condition satisfactory to the State.

**WORK TO BE SUPERVISED BY STATE** - All work contemplated under this permit shall be done under the supervision of and to the satisfaction of the authorized representative of the State, and the State hereby reserves the right to order the change of location or removal of any structure or installation authorized by this permit at any time, said changes or removal to be made at the sole expense of the permittee.

**STATES RIGHT NOT TO BE INTERFERED WITH** - All such changes, reconstructing or relocation shall be done by Permittee, in such a manner as will cause the least interference with any of the State's work, and the State shall in no way be liable for any damage to the Permittee by reason of any such work by the State, its agents, contractors or representatives, or by the exercise of any rights by the State upon the highways by the installations or structures placed under this permit.

**REMOVAL OF INSTALLATIONS OR STRUCTURES** - Unless waived by the State, upon termination of this permit, the Permittee shall remove the installations or structures contemplated by this permit and restore the premises to the condition existing at the time of entering upon the same under this permit, reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control, excepted.

**MAINTENANCE AT EXPENSE OF PERMITTEE** - Permittee shall maintain, at its/his sole expense the installations and structures for which this permit is granted, in a condition satisfactory to the State.

**STATE NOT LIABLE FOR DAMAGE TO INSTALLATIONS** - In accepting this permit the Permittee agrees that any damage or injury done to said installations or structures by a contractor working for the State, or by any State employee engaged in construction, alteration, repair, maintenance or improvement of the State Highway, shall be at the sole expense of the Permittee.

**STATE TO BE REIMBURSED FOR REPAIRING ROADWAY** - Upon being billed therefor Permittee agrees to promptly reimburse State for any expense incurred in repairing surface or roadway due to settlement at installation, or for any other damage to roadway as a result of the work performed under this permit.

**OTHER CONDITIONS:**

All approach side slopes will preferably be constructed on 10 to 1 slope but not less than 6 to 1 slope, unless





Montana Department of Transportation
Approach Application

2701 Prospect Ave
PO Box 201001
Helena, MT 59620-
(406) 444-6200
www.mdt.mt.gov

261

Printed Date: 07/26/2023

The Montana Approach Manual can be found on the web at
https://www.mdt.mt.gov/publications/docs/manuals/approach\_manual.pdf

Applicant Information

First Name \* ANDREW
Last Name \* FELTENSTEIN
Email \* andrew@beaconstreetstudios.com

Company
MOLEO MEDIA, LLC

Mailing Address \* 401 N CHURCH AVENUE
Contact Phone \* (310) 569-3874

City \* BOZEMAN
State \* MT
Zip \* 59718

Alternate Contact/Co-Applicant Information (Optional)

Table with 5 columns: First Name, Last Name, Email, Phone, Contact Type. Contains 5 rows of optional contact information.

Location Information

Sign Route \* BR I-90
Route Name PARK ST
Mile Post Start \* 55.7
Mile Post End 55.7

Physical Address \* 375 FEET WEST OF BENNETT STREET

City \* LIVINGSTON
County \* PARK

Legal Description
METES AND BOUNDS IN S2 S OF RLY & FWY KPRK RADIO STATION

Township
Range
Section



**Montana Department of Transportation**  
**Approach Application**

2701 Prospect Ave  
PO Box 201001  
Helena, MT 59620-  
(406) 444-6200  
[www.mdt.mt.gov](http://www.mdt.mt.gov)

262

Printed Date: 07/26/2023

---

2S	10E	7
----	-----	---



Montana Department of Transportation
Approach Application

2701 Prospect Ave
PO Box 201001
Helena, MT 59620-
(406) 444-6200
www.mdt.mt.gov

263

Printed Date: 07/26/2023

Permit Information

Nature of Permit (Give sufficient detail of anticipated build/structure/activities that the applicant is requesting to occur in MDT's right-of-way.) \*

NO ADDITIONAL INFRASTRUCTURE IS PLANNED IN MDT R/W BESIDE THIS 25' WIDE APPROACH

Apply Date \*

6/28/23

For how long a period is the permit desired? (e.g. Permanent, 30 days, May 1-June 30, 202x)?

PERMANENT

Project Scope (Please describe location of work and entire project scope. Include distance from existing highway survey station (if applicable), milepost, centerline, or right-of-way line near which installations of structures will be installed. Please attach a map depicting location.)

RESUME USE OF 1350 SF KPRK BUILDING AS A RADIO STATION AND DEVELOP A GRASS AMPHITHEATRE TO THE REAR OF THE BUILDING.

If a Corporation, give State of Incorporation and names of President and Secretary

Estimated Trips/Day \*

19

Side of Roadway \*

- North
South
East
West

Use of Property \*

- Commercial
Field Access
Joint Use
Mutli Family Residence
Single Family Residence
Other. If 'Other' please enter Use of Property

Are there environmental actions involving hazardous waste sites? (Superfund, Spills, Underground Storage Tanks, Old Mines, etc.) If Yes you will need to fill out additional environment questions.

- Yes
No

Printed Date: 07/26/2023

### Environmental Checklist

**The Montana Environmental Checklist Help Guide can be found on the web at**

<https://www.mdt.mt.gov/other/webdata/external/planning/forms/environmental-checklist-helpsheet.pdf>

**Checklist Conditions and Required Approvals**

- A. The applicant is not authorized to proceed with the proposed work until the checklist has been reviewed and approved, as necessary, and any requested conditions of approval have been incorporated.
- B. Complete the checklist items 1 through 16, indicating "Yes" or "No" for each item. Include comments, explanations, information sources, and a description of the magnitude/importance of potential impacts in the right hand column. Attach additional and supporting information as needed. The checklist preparer, by signing, certifies the accuracy of the information provided.
- C. If "Yes" is indicated on any of the items, the Applicant must explain the impacts as applicable. Appropriate mitigation measures that will be taken to avoid, minimize, and/or mitigate adverse impacts must also be described. Any proposed mitigation measures will become a condition of approval. Use attachments if necessary. If the applicant checks "No" and the District concludes there may in fact be potential impacts, the Environmental Checklist must be forwarded to Transportation Planning for review and approval.
- D. If "Yes" is indicated in item 11 a. (threatened or endangered species), the Applicant should provide information naming the particular species and the expected location, distribution and habitat use in the proposed action area, i.e. within the immediate area of the proposed action; or, in the general area on occasion (seasonally passes through) but does not nest, den or occupy the area for more than a few days.
- E. If the applicant checks "Yes" for any item, the approach permit, occupancy agreement or permit, along with the checklist and supporting information, including the Applicant's mitigation proposal, documentation, evaluation and/or permits must be submitted to Transportation Planning. Electronic format is preferred.
- F. When the applicant checks "Yes" to any item, the Applicant cannot be authorized to proceed with the proposed work until the MDT Environmental Services Bureau and/or Transportation Planning, as appropriate, reviews the information and signs the checklist.
- G. Applicant must obtain all necessary permits or authorizations from other entities with jurisdiction prior to beginning the proposed action or activity. The Applicant is solely responsible for any environmental impacts incurred as a result of the project; obtaining any necessary environmental permits, notifications, and/or clearances; and ensuring compliance with environmental laws and regulations.

Impact Questions *			Comment, Explanation, and/or Information Source (Attach supporting information, as necessary.)
Actions that qualify for Categorical Exclusion under MEPA and/or NEPA (See ARM 18.2.261 and 23 CFR 771.117)			
1	Will the proposed action impact any known historical or archaeological site(s)?	NO	
2	Will the proposed action impact any publicly owned parkland(s), recreation area(s), wildlife or waterfowl refuge(s)?	NO	
3	Will the proposed action impact prime farmlands? (If "YES", attach a completed Farmland Conversion Impact Rating Ad-1006.)	NO	
4a	Will the proposed action have an impact on the human environment that may result from relocations of persons or businesses, changes in traffic patterns, changes in grade, or other types of changes?	YES	Minor changes in traffic patterns at approach
4b	Has the proposed action received any preliminary or final approval from the local land use authority?	YES	City of Livingston Planning review
5	For the proposed action, is there documented controversy on environmental grounds? (For example, has the applicant received a letter of petition from an environmental organization?)	NO	
6	Will the proposed action require work in, across or adjacent to a listed or proposed Wild or Scenic River?	NO	
7	Will the proposed action require work in a Class I Air Shed or nonattainment area?	NO	

Printed Date: 07/26/2023

8	Will the proposed action impact air quality or increase noise, even temporarily?	YES	Temporary Construction Noise.
9a	Is the proposed action located within an MS4 Area? (HTTPS://TINYURL.COM/3H54CNMD)	NO	
9b	Will the proposed action have potential to affect water quality, wetlands, streams or other water bodies? If "YES", an environment-related permit or authorization may be required.	NO	
10	Are solid or hazardous wastes or petroleum products likely to be encountered? (For example, project occurs in or adjacent to Superfund sites, known spill areas, understorage tanks, or abandoned mines.)	NO	
11a	Are there any listed or candidate threatened or endangered species, or critical habitat in the vicinity of the proposed action?	NO	
11b	Will the proposed action adversely affect listed or candidate threatened or endangered species, or adversely modify critical habitat?	NO	
12	Will the proposed action require an environmental-related permit or authorization? If the answer is "YES", please list the specific permits or authorizations.	NO	
13	Is the proposed action within designated sage grouse habitat ( <a href="https://sagegrouse.mt.gov">https://sagegrouse.mt.gov</a> ). (If "YES", a consultation letter issued from the Montana Sage Grouse Habitat Conservation Program is required.)	NO	
14a	Is the proposed action on or within approximately 1 mile of an Indian Reservation?	NO	
14b	If "YES", will a Tribal Water Permit be required?	N/A	
15	Will the proposed action result in increased traffic volumes, increased wait or delays on state highways, or have adverse impacts on other forms of transportation (rail, transit or air movements)?	NO	
16	Is the proposed action part of a project that may require other governmental permits, licenses or easements? If "Yes", describe the full extent of the project and any other permits, licenses or easements that may be necessary for the applicant to acquire in the project scope box above.	NO	
17	Attach a brief description of the work to be performed, including any subsurface work.	YES	Description attached in PDF
18	Attach representative photos of the site(s) where the proposed action would be implemented. Photos are to include any structures, streams, irrigation canals, and/or potential wetlands in the project area.	YES	Photos attached in PDF
19	Attach map(s) showing the location(s) of the proposed action(s); Section, Township, Range; highway or route number and approximate route post(s).	YES	Maps attached in PDF

**Checklist preparer:** SANDERSON STEWART

\_\_\_\_\_  
(Signature)

**Approach Permits are subject to the following terms and conditions:**

**TERM** - This permit shall be in full force and effect from the date hereof until revoked as herein provided.

**REVOCAION** - This permit may be revoked by State upon giving thirty (30) days notice to Permittee by ordinary mail, directed to the address shown in the application hereto attached, but the State reserves the right to revoke this permit without giving said notice in the event Permittee breaks any of the conditions or terms set forth herein.

**COMMENCEMENT OF WORK** - No work shall be commenced until Permittee notifies the Maintenance Chief shown in application the date the Permittee proposes to commence work.

**CHANGES IN HIGHWAY** - If the State changes the highway, or there are other changes to adjoining streets, alleys, etc., which necessitate alterations in structures or installations installed under this permit, Permittee shall make the necessary alterations at Permittee's sole expense or in accordance with a separate agreement.

**STATE SAVED HARMLESS FROM CLAIMS** - In accepting this permit the Permittee, its/his successors or assigns, agree to protect the State and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used, or manner of installations, maintenance and operation, or by the improper occupancy of said highway right of way, and in case any suit or action is brought against the State and arising out of, or by reason of, any of the above causes, the Permittee, its/his successors or assigns, will upon notice to it/him of the commencement of such action, defend the same at its/his sole cost and expense and satisfy any judgment which may be rendered against the State in any such suit or action.

**PROTECTION OF TRAFFIC** - Submit a traffic control plan for review and approval prior to any work being performed in MDT Right-of-Way. Traffic control must meet current MUTCD and MDT standards and guidance. The approval shall in no way operate to relieve or discharge the Permittee from any of the obligations assumed by acceptance of this permit, and especially those set forth under Section 6 thereof.

**HIGHWAY AND DRAINAGE** - If the work done under this permit interferes in any way with the drainage of the State Highway affected, Permittee shall, at its/his own expense, make such provisions as the State may direct to take care of said drainage.

**RUBBISH AND DEBRIS** - Permittee is responsible for debris that is carried onto the roadway by this construction with sweeping and cleaning done daily at permittee's expense. Upon completion of work contemplated under this permit, all rubbish and debris shall be immediately removed and the roadway and the roadside left in a neat and presentable condition satisfactory to the State.

**WORK TO BE SUPERVISED BY STATE** - All work contemplated under this permit shall be done under the supervision of and to the satisfaction of the authorized representative of the State, and the State hereby reserves the right to order the change of location or removal of any structure or installation authorized by this permit at any time, said changes or removal to be made at the sole expense of the permittee.

**STATES RIGHT NOT TO BE INTERFERED WITH** - All such changes, reconstructing or relocation shall be done by Permittee, in such a manner as will cause the least interference with any of the State's work, and the State shall in no way be liable for any damage to the Permittee by reason of any such work by the State, its agents, contractors or representatives, or by the exercise of any rights by the State upon the highways by the installations or structures placed under this permit.

**REMOVAL OF INSTALLATIONS OR STRUCTURES** - Unless waived by the State, upon termination of this permit, the Permittee shall remove the installations or structures contemplated by this permit and restore the premises to the condition existing at the time of entering upon the same under this permit, reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control, excepted.

**MAINTENANCE AT EXPENSE OF PERMITTEE** - Permittee shall maintain, at its/his sole expense the installations and structures for which this permit is granted, in a condition satisfactory to the State.

**STATE NOT LIABLE FOR DAMAGE TO INSTALLATIONS** - In accepting this permit the Permittee agrees that any damage or injury done to said installations or structures by a contractor working for the State, or by any State employee engaged in construction, alteration, repair, maintenance or improvement of the State Highway, shall be at the sole expense of the Permittee.

**STATE TO BE REIMBURSED FOR REPAIRING ROADWAY** - Upon being billed therefor Permittee agrees to promptly reimburse State for any expense incurred in repairing surface or roadway due to settlement at installation, or for any other damage to roadway as a result of the work performed under this permit.

**OTHER CONDITIONS:**

All approach side slopes will preferably be constructed on 10 to 1 slope but not less than 6 to 1 slope, unless

**File Attachments for Item:**

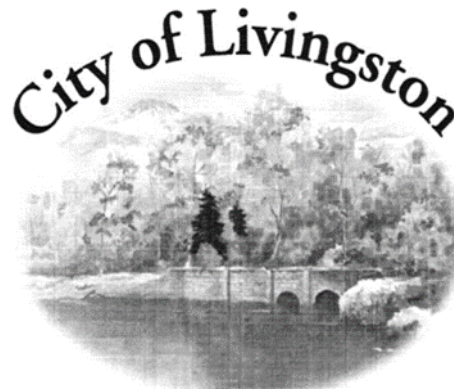
**B. CONSIDERATION OF REQUEST FOR ZONING VARIANCE AT THE ROSEN PROPERTY ON NORTH L STREET**



**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: August 15, 2023  
To: Chair Nootz and City Commissioners  
From: Jennifer Severson, Planning Director

**Staff Report to Allow a 7-Foot Variance from the Required 25-Foot Front Setback Required in the RII-MH Zoning District**

**Recommendation and Summary**

Staff recommends the Commission approve the proposed variance request from the setback requirements stated in Sec. 30.41 by adopting the following motion:

“I move to approve a 7-foot variance request from the required 25-foot front setback distance to allow for placement of a structure on the property at 610 N. L Street no closer than 18-feet from the front property line as allowed under Sec. 30.74 in the Code”

**Introduction**

The owner of the subject property located at 610 N. L Street, described as Lots 22-23, N2 Lot 21, Block 36, Minnesota Addition, is requesting a seven (7) foot variance from the front setback requirement in the Medium Density Residential: Mobile Home (RII-MH) zoning district. The owner of the property proposes to build an Accessory Dwelling Unit (ADU) eighteen (18) feet from N. L Street, where the Code requires a twenty-five (25) foot front setback. The proposed ADU is pre-fabricated and there are limited structure sizes and configurations available. There is also an existing structure on the property and, due to its location on the property and the remaining undeveloped portions of the property, the proposed ADU structure will need to encroach into the front setback to allow for adequate separation between the two structures as required by the fire/ building code.

**Analysis- Findings of Fact**

Livingston Municipal Code Section 30.74 stipulates that the City Commission may authorize upon appeal in specific cases such variances from the terms of the City Zoning Ordinance as follows:

- 1) *Will the granting the variance request be contrary to the public interest?*

The requested 7-foot variance from the required 25-foot front setback provides for 18 feet of setback distance from N. L Street and staff does not anticipate it will prove to be contrary to the public interest.

- 2) *Will a literal enforcement of the provisions of this ordinance result in unnecessary hardship for the owner of the subject property?*

Without granting the variance, in order to comply with the building code for minimal distance between structures, the existing structure would need to be removed from its foundation and shifted back on the lot, which would likely prove to be an expensive site modification for the applicant.

- 3) *Will granting the variance request allow a use not permissible under the terms of the ordinance in the RII-MH zoning district?*

The use of the existing and proposed structures will be residential, which is an allowed use in the RII-MH zoning district.

- 4) *Will granting the variance request confer on the applicant any special privilege that is denied by this ordinance to other land in the RII-MH zoning district?*

The existing structure complies with the required setbacks for the RII-MH zoning district. However, to ensure the building code can be met once the ADU is placed on the property, the applicant must either move the existing structure or obtain a variance that will allow the ADU to encroach into the required front setback. Also, as noted in the attached referral by the Public Works Director, there is other development in this area that encroaches into the front setback.

- 5) *Will the granting of this variance request be in harmony with the general purpose and intent of this ordinance?*

Staff does not anticipate that the placement of the proposed ADU a distance of 18 feet from the street, instead of 25 feet as required by the Zoning Code, would result in significant disharmony from the general purpose and intent of this ordinance.

**Staff Recommendation**

Based on the Findings of Fact outlined in the staff report, the City Zoning Administrator finds that the granting of the variance is aligned with the general purpose and intent of the Code and, therefore, it would be appropriate for the Commission to **approve this variance request**.

**Fiscal Impact**

It is not anticipated the approval of this variance request will have a financial impact on the City of Livingston.

**Strategic Alignment**

Although the approval of a setback variance is not explicitly discussed or supported in the 2021 Growth Policy, staff does not find that it directly conflicts with the Growth Policy goals, objectives or strategies.

**Attachments**

- A. Rosen Variance Request Application
- B. Staff Referral Comments

pd. \$500



City of Livingston
Department of Planning
220 E. Park St.
Livingston, MT 59047
(406)222-4903
planning@livingstonmontana.org

City of Livingston Variance Application

1. Property Owner Name: Kiersten Rosen

2. Location of Property

General Location: 610 North L Street

Address: 610 North L Street

Subdivision: Livingston Minnesota Addition Lot: 2223 North 12- Block: 36

Zoning District: R2 mobile

3. Contact Information

Property Owner

Home Address: 331 South 10th

Phone Number: 406-451-9246

Email Address: kjell360@yahoo.com

Primary Contact/ Applicant

Name: Kiersten Rosen

Address: 331 South 10th

Phone Number: 406-451-9246

Email Address: kjell360@yahoo.com

Secondary Contact

Name: Enar Rosen

Address: 331 South 10th

Phone Number: 406-580-0642

Email Address: kjell360@yahoo.com

4. Zoning Information

Existing Structures on Property and Year Constructed: 1975 Mobile Home

Proposed Use: My parents need to move to livingston. We are trying to move a new mobile home in the front the property for them.

Building Height: single story

Building Setback from Property Line: Required

Front Street: 25 Side: 5 Rear: 6 Side Street (if corner lot): \_\_\_\_\_

Number of Vehicular Parking Spaces: 2 Number of Bicycle Parking Spaces: \_\_\_\_\_

Exterior Lighting?  Yes  No

Within Historic District or Design Overlay District?  Yes  No

Landscaping Required?  Yes  No

I hereby certify that the information included in this application is true and accurate.

Kunsten Roun  
Applicant's Signature

7-20-23  
Date

I am asking the city of Livingston to grant us a 6 foot variance into the 25 ft front area on 610 N L Street.

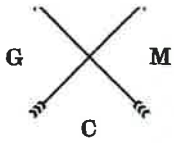
If the city approves the 6 ft variance it would allow the required 6 ft fire code between the existing structure and the new structure. We fit in the 5 ft guidelines on both sides of the trailer. We only need the one variance.

My parents are moving from butte to livingston. they are retired and not in the best health. this would help us tremendously to have a home for them to retire in.

Kiersten Rosen

331 South 10th

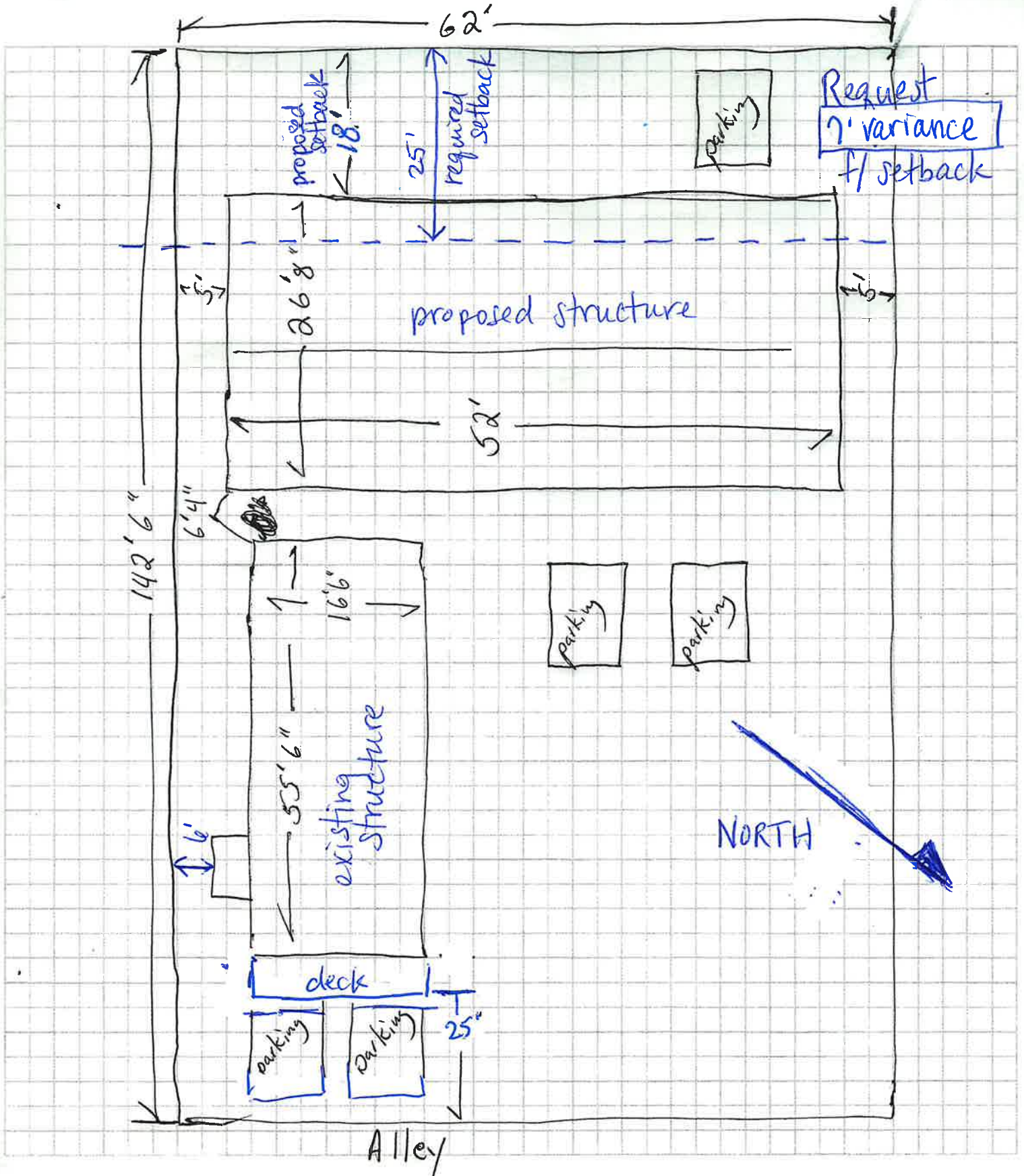
406-451-9246



# GREAT NORTHERN METAL COMPANY

610 N. L ST.

242 Durston Rd STE B - Bozeman, MT 59718 - Phone : 1-406-624-0435 - www.greatnorthernmetalco.com





**Jennifer Severson**

---

**Subject:** FW: Referral Request for Rosen Setback Variance Request - 610 N. L Street (PLEASE RETURN BY FRIDAY AUG 4th)

---

**From:** Shannon Holmes <sholmes@livingstonmontana.org>  
**Sent:** Tuesday, August 8, 2023 8:46 AM  
**To:** Jennifer Severson <jseverson@livingstonmontana.org>; Josh Chabalowski <firechief@livingstonmontana.org>; Jim Woodhull <jwoodhull@livingstonmontana.org>  
**Cc:** Martha ORourke <morourke@livingstonmontana.org>  
**Subject:** RE: Referral Request for Rosen Setback Variance Request - 610 N. L Street (PLEASE RETURN BY FRIDAY AUG 4th)

Good morning,

No, I support the variance request. There is quite of bit of impeding into the street right of way in this area, but I do not have an issue with an 18 foot setback from their property line.

Thanks!

**Shannon Holmes**  
Public Works Director  
(406) 222-5667



---

**From:** Jennifer Severson  
**Sent:** Thursday, July 27, 2023 5:56 PM  
**To:** Shannon Holmes <sholmes@livingstonmontana.org>; Jim Woodhull <jwoodhull@livingstonmontana.org>; Josh Chabalowski <firechief@livingstonmontana.org>  
**Cc:** Martha ORourke <morourke@livingstonmontana.org>  
**Subject:** Referral Request for Rosen Setback Variance Request - 610 N. L Street (PLEASE RETURN BY FRIDAY AUG 4th)

All,

Please see attached application and site plan for the requested variance. There is an existing mobile home on the southern half of the lot; the applicant would like to add a 2<sup>nd</sup> mobile home (ADU) for their elderly parents to move into to help care for them. Because of the required fire setbacks (per applicant) b/t the two structures and the location of the existing mobile home, the owners are requesting a 7-foot setback from the required 25-foot setback from N. L Street. The southern edge of the new mobile home would be 18' from the street.

Please review the application and let me know by AUGUST 4<sup>th</sup> at the latest if you have concerns. If you don't, please just state that in an email response to me.

Let me know if you have questions. thanks!



**From:** [Jim Woodhull](#)  
**To:** [Jennifer Severson](#)  
**Subject:** RE: Referral Request for Rosen Setback Variance Request - 610 N. L Street (PLEASE RETURN BY FRIDAY AUG 4th)  
**Date:** Friday, August 4, 2023 11:33:02 AM  
**Attachments:** [image002.png](#)

---

The IRC requires a min of 5 feet fire separation between the proposed dwellings on this property.

---

**From:** Jennifer Severson  
**Sent:** Friday, August 4, 2023 11:21 AM  
**To:** Jim Woodhull <jwoodhull@livingstonmontana.org>  
**Subject:** FW: Referral Request for Rosen Setback Variance Request - 610 N. L Street (PLEASE RETURN BY FRIDAY AUG 4th)

Jim- can you please just confirm that the building code requires XX feet of separation b/t structures and that the new ADU must either be placed to encroach into the front setback or the existing structure must be moved?

Thanks!

**Jennifer Severson – Planning Director**

City of Livingston  
 (406) 222-4903

---

**From:** Jennifer Severson  
**Sent:** Thursday, July 27, 2023 5:56 PM  
**To:** Shannon Holmes <[sholmes@livingstonmontana.org](mailto:sholmes@livingstonmontana.org)>; Jim Woodhull <[jwoodhull@livingstonmontana.org](mailto:jwoodhull@livingstonmontana.org)>; 'firechief@livingstonmontana.org' <[firechief@livingstonmontana.org](mailto:firechief@livingstonmontana.org)>  
**Cc:** Martha ORourke <[morourke@livingstonmontana.org](mailto:morourke@livingstonmontana.org)>  
**Subject:** Referral Request for Rosen Setback Variance Request - 610 N. L Street (PLEASE RETURN BY FRIDAY AUG 4th)

All,

Please see attached application and site plan for the requested variance. There is an existing mobile home on the southern half of the lot; the applicant would like to add a 2<sup>nd</sup> mobile home (ADU) for their elderly parents to move into to help care for them. Because of the required fire setbacks (per applicant) b/t the two structures and the location of the existing mobile home, the owners are requesting a 7-foot setback from the required 25-foot setback from N. L Street. The southern edge of the new mobile home would be 18’ from the street.

Please review the application and let me know by AUGUST 4<sup>th</sup> at the latest if you have concerns. If you don’t, please just state that in an email response to me.

**From:** [Josh Chabalowski](#)  
**To:** [Jennifer Severson](#); [Shannon Holmes](#); [Jim Woodhull](#)  
**Cc:** [Martha ORourke](#)  
**Subject:** RE: Referral Request for Rosen Setback Variance Request - 610 N. L Street (PLEASE RETURN BY FRIDAY AUG 4th)  
**Date:** Friday, July 28, 2023 3:57:49 PM  
**Attachments:** [image004.png](#)

I don't have any concerns over this. Property appears sufficient. Are they going to add a disability access ramp for the elderly folks?

Josh Chabalowski  
 Fire Chief  
 Livingston Fire Rescue  
 414 East Callender Street  
 Livingston, MT 59047  
 (406) 223-2114 (O)  
 (813) 751-6911 (C)



**From:** Jennifer Severson  
**Sent:** Thursday, July 27, 2023 5:56 PM  
**To:** Shannon Holmes <sholmes@livingstonmontana.org>; Jim Woodhull <jwoodhull@livingstonmontana.org>; Josh Chabalowski <firechief@livingstonmontana.org>  
**Cc:** Martha ORourke <morourke@livingstonmontana.org>  
**Subject:** Referral Request for Rosen Setback Variance Request - 610 N. L Street (PLEASE RETURN BY FRIDAY AUG 4th)

All,

Please see attached application and site plan for the requested variance. There is an existing mobile home on the southern half of the lot; the applicant would like to add a 2<sup>nd</sup> mobile home (ADU) for their elderly parents to move into to help care for them. Because of the required fire setbacks (per applicant) b/t the two structures and the location of the existing mobile home, the owners are requesting a 7-foot setback from the required 25-foot setback from N. L Street. The southern edge of the new mobile home would be 18' from the street.

Please review the application and let me know by AUGUST 4 at the latest if you have concerns. If you don't, please just state that in an email response to me.

Let me know if you have questions. thanks!  
jen

**Jennifer Severson, AICP – Planning Director**

City of Livingston

220 E. Park St.

Livingston, MT 59047

(406) 222-4903

[jseverson@livingstonmontana.org](mailto:jseverson@livingstonmontana.org)

