



Livingston City Commission Agenda

February 16, 2021

5:30 PM

VIA ZOOM

<https://us02web.zoom.us/j/89085437403?pwd=V0h0U0c5YmpQV1cvVU5zNmtEclJSQT09>

MEETING ID: 890 8543 7403 PASSCODE: 514741 CALL IN: 1-669-900-6833

1. Call to Order

2. Roll Call

3. Public Comment

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

4. Consent Items

- A. APPROVE MINUTES FROM 01.19.2021 REGULAR MEETING. PG. 4**
- B. APPROVE MINUTES FROM FEBRUARY 2, 2021 REGULAR MEETING. PG. 8**
- C. RATIFY CLAIMS PAID 01/27/2021-02/01/2021. PG. 11**
- D. ACCEPT CITY TREE BOARD'S RECOMMENDATION TO FILL VACANCY. PG. 13**

5. Proclamations

6. Scheduled Public Comment

- A. BOB EBINGER, CHAIR OF THE LIVINGSTON URA, WITH 2021 BUDGET PRESENTATION. PG. 16**
- B. TRACY MUNUEZ OF HRDC, PRESENTS MILES BUILDING AND SHERWOOD APARTMENTS AFFORDABLE HOUSING PROJECTS IN LIVINGSTON. PG. 18**

7. Public Hearings

- A. PUBLIC HEARING: OPPORTUNITY FOR THE PUBLIC TO COMMENT ON TWO AFFORDABLE HOUSING PROJECTS IN LIVINGSTON. PG. 23**
- B. ORDINANCE NO. 2099: AN ORDINANCE OF THE CITY COMMISSION, OF THE CITY OF LIVINGSTON, MONTANA, AMENDING LIVINGSTON MUNICIPAL CODE ARTICLE II, BY ADDING LANGUAGE REGARDING THE LEGALIZATION, POSSESSION, AND RECREATIONAL USE OF MARIJUANA, IN ACCORDANCE WITH THE NEWLY PASSED MONTANA INITIATIVE, I-90 EFFECTIVE JANUARY 1, 2021. PG. 25**
- C. ORDINANCE NO. 3000: AN ORDINANCE OF THE CITY COMMISSION, OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE IV CHAPTER 10 SECTION 10-19-2 OF THE LIVINGSTON MUNICIPAL CODE AS IT PERTAINS TO CARRYING CONCEALED WEAPONS, IN PUBLIC BUILDINGS. PG. 31**

8. Ordinances

09. Resolutions

- A. RESOLUTION NO. 4941: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH ARE CONTIGUOUS TO THE CITY OF LIVINGSTON AND ARE DESCRIBED AS 1 PRONGHORN LANE, 5 PRONGHORN LANE, 1 PRONGHORN DRIVE & 5 PRONGHORN DRIVE. PG. 36**
- B. RESOLUTION NO. 4942: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID FROM MONTANA CORRECTIONAL ENTERPRISES FOR FURNITURE FOR THE NEW CITY HALL BUILDING LOCATED AT 220 E. PARK ST. PG. 42**
- C. RESOLUTION NO. 4943: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID FROM OUT OF THE BOX PAINTING FOR MINOR REPAIRS AND PAINTING AT THE NEW CITY HALL BUILDING LOCATED AT 220 E. PARK ST. PG. 47**
- D. RESOLUTION NO. 4944: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID FROM PIERCE CARPET MILL OUTLET FOR REPLACEMENT OF FLOORING AT THE NEW CITY HALL BUILDING LOCATED AT 220 E. PARK ST. PG. 51**
- E. RESOLUTION NO. 4945: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A LEASE WITH LIVINGSTON RODEO ASSOCIATION, INC. FOR RODEO PARKING AT THE OLD ROPING ARENA. PG. 55**
- F. RESOLUTION NO. 4946: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS CONTIGUOUS TO THE CITY OF LIVINGSTON AND IS DESCRIBED AS 5 ROGERS LANE. PG. 65**
- G. RESOLUTION NO. 4947: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH BOZEMAN GREEN BUILD FOR INSTALLATION OF A SOLAR ARAY ON THE ROOF OF NEW CITY HALL BUILDING LOCATED AT 220 E. PARK ST. PG. 71**

10. Action Items

- A. DISCUSS/APPROVE/DENY: URA'S 2020 BUDGET AND PRIORITIES. PG. 92**

11. City Manager Comment

12. City Commission Comments

13. Adjournment

Calendar of Events PG. 94

Supplemental Material

- A. URBAN RENEWAL AGENCY 2020 ANNUAL REPORT PG. 96**

Notice

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

File Attachments for Item:

A. APPROVE MINUTES FROM 01.19.2021 REGULAR MEETING

LIVINGSTON CITY COMMISSION REGULAR MEETING MINUTES

Tuesday, January 19, 2021 5:30 p.m.

Zoom Online Meeting ID: 869 4912 5680

1 Call to Order

2 Roll Call

* Hoglund, Mabie, Schwarz, and Nootz were present. Friedman joined by phone and video.

3 Public Comment: (00:01:36)

* Chloe Wilcox made public comment
* Molly O'Neill made public comment

4 Consent Items: (00:06:21)

A. Approve Minutes from 12/15/2020 Regular Meeting
B. Judges Monthly Report from November 2020
C. Ratify Claims Paid 12/01/20-12/22/2020
Schwarz motioned to approve A-C, second by Mabie.
All in favor, passed 5-0.

5 Proclamations: (00:07:07)

A. Proclamation declaring april 30, 2021, as arbor day in the City of Livingston, Montana.

6 Scheduled Public Comment: (00:09:23)

A. Katie Weaver of Park Local Development with Revolving Loan Program Update and New Business Assistance Project available, introduction of Kascie Herron.
* Hoglund made comments
* Schwarz made comment
* Nootz made comments

7 Public Hearings: (00:27:15)

A. Ordinance No. 2099: An Ordinance of the City Commission of the City of Livingston, Montana, amending Ordinance No. 2041 and 2055 as codified by chapter 9 of the Livingston Municipal code entitled traffic & vehicles, as it pertains to a loading zone in front of Little Einstein's Childcare Facility.
* Kardoes gave opening statement
* No public comments
* Nootz made comments
* Hoglund made comments
* Schwarz motioned to approve, second by Mabie.
All in favor, passes 5-0

8 Ordinances: (00:31:17)

A. Ordinance No. 2099: A Resolution of the City Commission of the City of Livingston, Montana, Amending Livingston Municipal Code Article II, by adding language regarding the legalization, possession, and recreational use of marijuana, in accordance with the newly passed Montana Initiative, I-90 effective January 1, 2021.
* Kardoes gave opening statement
* Daniella Love gave public comment
* Schwarz made comments
* Nootz asked clarifying question regarding distance
* Hoglund asked about Marijuana use in public spaces in other states
* Nootz motioned to approve with modification clarifying the distance should be 1,000 feet for all schools, daycares, and churches. Second by Mabie
All in favor, passes 5-0.

B. Ordinance No. 3000: A Resolution of the City Commission of the City of Livingston, Montana, Amending article IV Chapter 10 Section 10-19-2 of the Livingston Municipal Code as it pertains to carrying concealed weapons in publicly owned buildings. (00:52:51)

- * Kardoes gave opening statement and recommended adding clarifying language as it pertains to carrying concealed weapons "In public buildings" to the title.
- * Patricia Grabow gave public comment
- * Mabie made comment
- * Nootz made comment
- * Hogleund made comment
- Schwarz made motion, second by Mabie
- All in favor, passes 5-0.

5 minute recess

9 Resolutions: (01:22:12)

A. Resolution No. 4937: A Resolution of the City Commission of the City of Livingston, Montana, of it's intent to adopt the Montana Local Governments Records Committee Municipal Records schedules 8 and 10 for municipal government and City Court, as published by the Montana Local Government Records Committee and Service Bureau, establishing the retention periods of all listed records, series, created, used, maintained and stored by the City of Livingston.

- * Kardoes gave opening statement
- * Patricia Grabow gave public comment
- * Mabie made comment
- * Attorney Lawellin made comment
- * Nootz made comment
- * Mabie made motion, second by Friedman
- All in favor, passes 5-0

B. Resolution No. 4938: A Resolution of the City Commission of the City of Livingston, Montana, Authorizing the City Manager to sign a Memorandum of Understanding with Livingston Health Care concerning the rights and responsibilities related to the Alpenglow and Myers' River View Trails. (01:31:36)

- * Kardoes gave opening statement
- * Jessie Wilcox gave public comment
- * Nootz made comment
- * Hogleund made comment
- * Mabie made motion, second by Schwarz
- All in favor, passes 5-0

C. Resolution No. 4938: A Resolution of the City Commission of the City of Livingston, Montana, Authorizing the City Manager to sign a General Services Agreement with Big Bear Contracting for remodeling construction services at the new City Hall Building located at 220 E. Park St. (01:40:59)

- * Kardoes gave opening statement
- * No public comment
- * Hogleund made comment
- Schwarz motioned to approve, second by Mabie.
- All in favor, passes 5-0

10 Action Items (01:47:02)

A. Discuss: Naming 220 E. Park St. Building, Livingston City Hall.

- * Daniella Love made public comment

B. Discuss: Membership requirements for individuals to serve on the City Planning Board as defined in Montana Code Annotated 76-1-221 (01:53:02)

- * Kardoes gave opening statement

- * Nootz made comments
- * Hogle made comments
- * Mathieu Menard, Deputy Planning Director made comments
- * Schwarz made comments
- * Jessie Wilcox gave public comment
- * Daniella Love gave public comment
- * Johnathan Hettinger gave public comment
- * Michelle Uberuaga gave public comment
- * Karrie Kahle gave public comment
- * Attorney Lawellin gave comment

C. Discuss: Cares Act Remaining Funds (02:28:47)

- * Schwarz made comment
- * Kardoes gave update
- * Schwarz made comment
- * Hogle made comment
- * Johnathan Hettinger made comment

12 City Manager Comments: (02:48:07)

Provided information about what is happening with house bills in Helena, and how to keep track of them.

13 City Commission Comments (02:51:45)

- * Nootz (02:51:46)
- * Mabie (02:58:23)
- * Schwarz (03:01:09)
- * Friedman (03:02:40)
- * Hogle (03:03:46)

Scheduled closed session legal update for City Commission for Tuesday January 26, 2021, at 5:30:00 P.M.

14 Adjournment 8:56 p.m. (03:09:25)

File Attachments for Item:

B. APPROVE MINUTES FROM FEBRUARY 2, 2021 REGULAR MEETING.

LIVINGSTON CITY COMMISSION REGULAR MEETING MINUTES

Tuesday, February 2, 2021 5:40 p.m.

Zoom Online Meeting ID: 837 2887 5302- Recording not started.

1 Call to Order

2 Roll Call

Commissioners present were Hogle, Schwarz, Mabie were present. Nootz was absent. Friedman joined the meeting after roll call.

Staff members present were Michael Kardoes, Courtney Lawellin, Paige Fetterhoff, and Mathieu Menard. Faith Kinnick was absent.

3 Public Comment:

* None

4 Consent Items:

- A. Judges monthly report from December 2020
- B. Pledged Securities Report
- C. Ratify claims paid 01/15/2021-01/27/2021
- D. Second Quarter Financial Summary
Mabie motioned, seconded by Schwarz
All in favor, motion passes 4-0.

5 Proclamations:

6 Scheduled Public Comment:

- A. URA Budget Presentation by Bob Ebinger, Chair.
Chair not present, will reschedule

7 Public Hearings:

8 Ordinances:

- A. Ordinance No. 3001: Amending section 30.13 of the Livingston Municipal Code entitled official Zoning map of the City of Livingston by Zoning a parcel generally known as 1607 Mountain View Lane.
 - * Kardoes gave opening statement
 - * No public comments
 - * Hogle asked Questions
 - * Mathieu Menard, Deputy Planning Director made comments
Mabie motioned, seconded by Schwarz
All in favor, motion passes 4-0.

- B. Ordinance No. 3002: Amending section 30.13 of the Livingston Municipal Code entitled Official Zoning Map of the City of Livingston by Zoning a parcel generally known as Mayor's landing/ Moja Park.
 - * Kardoes gave opening statement
 - * No public comment
 - * Dorel had questions about Girlscout property and the trailer park on E. Geyser having city utilities and whether either or both properties could be annexed.
 - * Mathieu Menard answered questions.
 - * Schwarz motioned, seconded by Mabie.
All in favor, motion passes 4-0.

9 Resolutions:

- A. Resolution No. 4940: A Resolution of the City Commission of the City of Livingston, Montana, authorizing the City Manager to sign and execute the Professional Services Agreement with Vitruvian

Planning for the City's Trail's and Active Transportation Plan.

- * Kardoos gave opening statement
 - * Sarah Stands made public comment
 - * Patricia Grabow made public comment
 - * Daniella Love made public comment
 - * Erica Lightheiser made public comment
 - * Hogle made comments
 - * Schwarz made comments
 - * Mabie made comments
- Mabie motioned, seconded by Schwarz
All in favor, motion passes 4-0.

10 Action Items:

- A. **Discuss/Approve/Deny: TBID Annual Budget.**
 - * Kardoos gave opening statement
 - * Hogle made comments
 - * Kris King made public comment

12 City Manager Comments:

URA

13 City Commission Comments:

- * Hogle made comment
- * Schwarz made comment
- * Friedman made comment
- * Mabie made comment

14 Adjournment 7:14 p.m.

File Attachments for Item:

C. RATIFY CLAIMS PAID 01/27/2021-02/01/2021.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
FREDS APPLIANCE							
10002	FREDS APPLIANCE	0000607359	APPLIANCES	12/30/2020	5,934.94	5,934.94	01/27/2021
Total FREDS APPLIANCE:					5,934.94	5,934.94	
MISC							
99999	MISC	HUTDE000	Refund Deborah Hutchins	01/08/2021	1,035.20	1,035.20	02/01/2021
99999	MISC	LINTH000	Refund Thea Lingle-Dubyak	01/08/2021	24.00	24.00	02/01/2021
Total MISC:					1,059.20	1,059.20	
Grand Totals:					6,994.14	6,994.14	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

File Attachments for Item:

D. ACCEPT CITY TREE BOARD'S RECOMMENDATION TO FILL VACANCY.

From: [Marshall Swearingen](#)
To: [Faith Kinnick](#)
Subject: recommending Maureen Lighthiser for Tree Board
Date: Thursday, January 21, 2021 2:21:41 PM

Hi Faith,

The Tree Board voted at our meeting today to recommend Maureen Lighthiser for the board. Her work as an educator, her enthusiasm and interest in trees, and her experience on other boards and committees will be good contributions to the Tree Board.

Sincerely,
Marshall Swearingen
Tree Board chair

City of Livingston
Application for Appointed Office
(Revised 3/17/03)

Appointed Position Seeking: Livingston Tree Board

Date of Application: December 17, 2020

Name: Maureen Lighthiser
Address: 411 S. 9th Street
Telephone: daytime 406-223-7728
Fax Number: _____

Signed: Maureen Lighthiser
after 5:00 p.m.: 406-223-7728
e-mail address: maureenlighthiser@gmail.com

1. Are you a resident of the City of Livingston? Yes

2. Are you a registered voter? Yes

3. Will you be at least 18 years of age at the time of the appointment? Yes

4. Describe the reasons you are interested in this appointment: Trees are vital to a healthy environment, and for keeping our air and water clean. I'm an advocate for a robust tree population and feel I would be an asset to the Tree Board.

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

A. Occupation: Retired Educator

B. Education: Master of Arts in Reading Instruction, B.S. in Education

C. Experience: I am a lifelong gardener. I am experienced in growing and caring for plants and trees. I served on several committees during my career and enjoy working in a group setting.
(please attach a detailed resume if desired)

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

7. Are you currently serving on any Community Boards? No

A. If yes, please describe those boards. _____

8. Current Employer? I am retired.

9. Are you available for night meetings? Yes

10. Are you available for daytime meetings? Yes

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

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? If a conflict of interest arose I would handle it in a manner I felt was appropriate for the situation.

File Attachments for Item:

A. BOB EBINGER, CHAIR OF THE LIVINGSTON URA, WITH 2021 BUDGET PRESENTATION.

2020/2021 Urban Renewal Budget

URA Budget FY 2020-2021

\$300,000 Capital Outlay

\$185,350 Current downtown project

\$114.650 discretionary funds

Third Street Sidewalks (resident request) Shannon's idea	\$15,000
Project in Livingston-Artistic Utility/Traffic Signal Box Wrap	6,000
Five controller boxes: three large, two small	
Façade Program	60,450
Secretary: 12x \$100	1,200
Flower Baskets	12,000
Reserve for emergencies	20,000

File Attachments for Item:

B. Tracy Munuez of HRDC, presents Miles Building and Sherwood Apartments affordable housing projects in Livingston.



February 10, 2021

RE: Miles Apartments and Sherwood Apartments, Bozeman, Montana

To All Interested Persons:

HRDC DMS Owner, LLC, in partnership with Human Resource Development Council of District IX, Inc., a Montana nonprofit corporation specializing in preservation and development of affordable housing, is proposing to acquire the following low-income multifamily rental housing complexes located at the following addresses in Livingston, Montana:

<u>Project Name</u>	<u>Address</u>	<u>Number of units</u>
Miles Apartments	105-123 South 2nd, Livingston, MT	40
Sherwood Apartments	325 S Main St, Livingston, MT	49

The projects are currently receiving the exemption from real property taxes available to qualifying low-income housing tax credit projects under Montana Code Annotated Section 15-6-221, and the projects are anticipating applying for the continuation of the real estate tax exemption under the new ownership structure. As part of the statutory requirements for this exemption, there must be an opportunity to comment on whether these low-income rental housing projects meet a community housing need. No vote or action on behalf of the local agency is required in relation to this opportunity for public comment.

Do not hesitate to contact me if you have any questions or you need any additional information. Thank you.

Very Truly Yours,
BJORNSON JONES MUNGAS, PLLC

Kassy J. Buss

Sherwood Apartments

325 S Main Street, Livingston

Ownership: Subsidiary Corp

49 Units (40 One bedroom; 9 Two bedroom)

- Plumbing and mechanical system upgrades
- Accessibility upgrades
- Units
 - Appliances
 - Cabinets
 - Flooring
 - Fixtures



Miles Building

105-123 South 2nd Street, Livingston

Ownership: Subsidiary Corp

40 Residential Units, 7 Commercial Units

- Address drainage issues
- Accessibility upgrades
- Mechanical, Electrical and Plumbing upgrades
- Units
 - Appliances
 - Cabinets
 - Flooring
 - Fixtures



Current Customers

- All buildings are elderly/disabled designated
- Very low, often fixed incomes
- Subsidies ensure that residents pay 30% of income toward rent

File Attachments for Item:

A. PUBLIC HEARING: OPPORTUNITY FOR THE PUBLIC TO COMMENT ON TWO AFFORDABLE HOUSING PROJECTS IN LIVINGSTON.

Notice of Public Hearing

HRDC DMS Owner, LLC, in partnership with Human Resource Development Council of District IX, Inc., a Montana nonprofit corporation specializing in preservation and development of affordable housing, hereby notifies all interested persons of Livingston, Montana, that we are proposing to acquire or will have acquired the following low-income multifamily rental housing complexes located at the following addresses in Livingston, Montana.

<u>Project Name</u>	<u>Address</u>	<u>Number of units</u>
Miles Apartments	105-123 South 2nd, Livingston, MT	40
Sherwood Apartments	325 S Main St, Livingston, MT	49

There will be an opportunity to comment on whether these low-income rental housing projects meet a community housing need at a Public Meeting of the Livingston City Commissioners on Tuesday, February 16, at 5:30 PM. The Livingston City Commissioners will be broadcasting the meeting via Zoom. You can also attend the meeting by phone. The Livingston City Commissioners Zoom meeting Link and phone number is provided below:

www.livingstonmontana.org/living/city_commission/index.php

You are encouraged to attend and comment.

You are also encouraged to submit comments regarding the need for affordable multi-family rental housing in your area to the Montana Board of Housing, PO Box 200528, Helena, MT 59620-0528 or FAX (406) 841-2841.

DO NOT PUBLISH BELOW THIS LINE:

Run advertisement twice, with an interval of at least 14 days between publication dates

Publication dates: January 29, 2021 and February 12, 2021

File Attachments for Item:

B. ORDINANCE NO. 2099: AN ORDINANCE OF THE CITY COMMISSION, OF THE CITY OF LIVINGSTON, MONTANA, AMENDING LIVINGSTON MUNICIPAL CODE ARTICLE II, BY ADDING LANGUAGE REGARDING THE LEGALIZATION, POSSESSION, AND RECREATIONAL USE OF MARIJUANA, IN ACCORDANCE WITH THE NEWLY PASSED MONTANA INITIATIVE, I-90 EFFECTIVE JANUARY 1, 2021.

ORDINANCE NO. 2099

AN ORDINANCE OF THE CITY COMMISSION, OF THE CITY OF LIVINGSTON, MONTANA, AMENDING LIVINGSTON MUNICIPAL CODE ARTICLE II, BY ADDING LANGUAGE REGARDING THE LEGALIZATION, POSSESSION, AND RECREATIONAL USE OF MARIJUANA, IN ACCORDANCE WITH THE NEWLY PASSED MONTANA INITIATIVE, I-90 EFFECTIVE JANUARY 1, 2021.

WHEREAS, the intent of this amendment is to comply with new state laws and regulation regulating the possession and recreational use of marijuana, and

WHEREAS, amendments to this code are underlined and deletions are struck through.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Livingston, Montana that Article II section 10 of the Livingston Municipal Code is hereby amended as follows:

Article II. - Liquor, Marijuana, Gambling, Prostitution, Indecent Exposure and Publications.

Sec. 10-7. - Carrying open containers or unsealed marijuana in public.

- A. It is unlawful for any person to carry an open container of beer or liquor or marijuana in an unsealed container upon any public street, sidewalk or alley in the City.
- B. The City Commission by motion may designate an area not greater than two (2) blocks in length and for no longer than a two (2)-day period as a special event exception at which time and place ~~this Section will not apply~~ the restriction on open carry of beer or liquor will not apply.

(Ord. 1721, 9/21/92; Ord. 1722, 9/21/92)

Sec. 10-8. - Drinking alcohol or using marijuana in public places.~~upon streets.~~

- A. It is unlawful for any person to drink beer or liquor or consume marijuana in any form upon any public street, sidewalk or alley in the City.

B. The City Commission by motion may designate an area not greater than two (2) blocks in length and for no longer than a two (2)-day period as a special event exception at which time and place ~~this Section will not apply the restriction on drinking beer or liquor will not apply.~~

C. ~~Marijuana will not be consumed by smoking/vaping in public places/buildings except in a licensed marijuana retail facility.~~

(Ord. 1721, 9/21/92; Ord. 1722, 9/21/92)

Sec. 10-17.4. - Use and sale of ~~medical~~ marijuana.

~~A. Definitions. The following definitions shall apply to this Section:~~

~~1. The "use of medical marijuana" means the consumption, ingestion or smoking of medical marijuana by a qualifying patient.~~

~~2. "Medical marijuana" shall mean marijuana as provided for by the Medical Marijuana Act set forth in Chapter 46 of the Montana Code Annotated.~~

~~3. "Caregiver" shall mean caregiver as defined by the Medical Marijuana Act set forth in Chapter 46 of the Montana Code Annotated.~~

~~4. "Qualifying patient" shall mean qualifying patient as defined by the Medical Marijuana Act set forth in Chapter 46 of the Montana Code Annotated.~~

~~5. "Medical marijuana facility" means an establishment where a Montana Licensed caregiver grows, cultivates, processes or sells medical marijuana for use by State approved qualifying patient card holders.~~

~~A. Criminal Offenses Restrictions.~~

1. Sale within one thousand (1,000) feet of a public or private school or licensed child care facility. It shall be unlawful and punishable as hereinafter provided, ~~for a caregiver~~ to sell, barter, exchange or give away or offer to sell, barter, exchange or give away ~~medical~~ marijuana ~~to a qualifying patient~~ within one thousand (1,000) feet of a public or private school or licensed child care facility.

2. Children under eighteen (18) ~~are~~ prohibited from being on ~~presence~~ the premise of a ~~medical~~ marijuana ~~retail~~ facility unless accompanied by a parent or legal guardian. ~~exception. It shall be unlawful and punishable as hereinafter provided for a person under the age of eighteen (18) to be in a medical marijuana facility unless the person is a qualifying patient and accompanied by a parent or legal guardian.~~

Punishment. A person convicted of violating this Section may be fined an amount not to exceed five hundred dollars (\$500.00).

- ~~3. Prohibiting the use of medical marijuana in a medical marijuana facility. It shall be unlawful and punishable as hereinafter provided for a qualifying patient to use medical marijuana within a medical marijuana facility.~~
- ~~4. Prohibiting the use of medical marijuana on any public street, alley, public right-of-way, or any other public property. It shall be unlawful and punishable as hereinafter provided for a qualifying patient to use medical marijuana on a public street, public alley, public right-of-way, or any other public property.~~

~~**B. Sale by retailer for consumption on premises.** Subject to applicable restrictions, it is lawful for a licensed retailer to sell and serve marijuana in any legal form, to the public to be consumed on the premises of the retailer.~~

~~**C. Proximity to churches and schools restricted.**~~

- ~~(1) Except as provided in subsection (2), a marijuana retailer may not operate within 1,000 feet of and on the same street as a building used exclusively as a church, synagogue, or other place of worship or as a school other than a commercially operated or postsecondary school. This distance must be measured in a straight line from the center of the nearest entrance of the place of worship or school to the nearest entrance of the licensee's premises.~~
- ~~(2) Exception: the restriction does not apply to a retail establishment that was located on the site before the place of worship or school opened.~~
- ~~(3) Violations of this provision may result in a fine of no more than one hundred dollars (\$100.00) per day for each day the establishment operates in violation.~~

~~C. Punishment. A person convicted of violating any provision of this Section may be fined an amount not to exceed five hundred dollars (\$500.00).~~

(Ord. No. 2023, § 1, 8/16/10)

Effective Date:

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

PASSED: by the City Commission of the City of Livingston, Montana, on its first reading during a regular session thereof held on January 19, 2021.

DOREL HOGLUND, Chair

ATTEST:

FAITH KINNICK
Recording Secretary

PASSED ADOPTED, AND APPROVED by the City Commission of the City of Livingston, Montana, on a second reading during a regular session thereof held on February 16, 2021.

DOREL HOGLUND, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney

PUBLIC NOTICE

NOTICE is hereby given, a public hearing will be held by the Livingston City Commission on Tuesday, February 16, 2021, during a second reading of ORDINANCE NO. 2099: entitled AN ORDINANCE OF THE CITY COMMISSION, OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE II SECTION 10 OF THE LIVINGSTON MUNICIPAL CODE BY ADDING LANGUAGE REGARDING THE LEGALIZATION, POSSESSION, AND RECREATIONAL USE OF MARIJUANA, IN ACCORDANCE WITH THE NEWLY PASSED MONTANA INITIATIVE, I-90 EFFECTIVE JANUARY 1, 2021. This hearing will be conducted via Zoom. All interested persons are invited to attend and give their comments. To join this meeting <http://us02web.zoom.us> Meeting ID 890 8543 7403 passcode is 514741 or call in at 1-669-900-6833. For additional information contact Faith Kinnick at (406) 823-6002.

Please publish February 2, 2021, and February 9, 2021.

Faith Kinnick
City of Livingston
January 14, 2021

File Attachments for Item:

C. ORDINANCE NO. 3000: AN ORDINANCE OF THE CITY COMMISSION, OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE IV CHAPTER 10 SECTION 10-19-2 OF THE LIVINGSTON MUNICIPAL CODE AS IT PERTAINS TO CARRYING CONCEALED WEAPONS, IN PUBLIC BUILDINGS.

ORDINANCE NO. 3000

AN ORDINANCE OF THE CITY COMMISSION, OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE IV CHAPTER 10 SECTION 10-19 OF THE LIVINGSTON MUNICIPAL CODE AS IT PERTAINS TO CARRYING CONCEALED WEAPONS.

WHEREAS, the intent of this amendment is an interim solution to comply with new state laws and regulation regulating the possession and carrying of concealed weapons until the State releases its own policies on the issue; and

WHEREAS, amendments to this code are underlined and deletions are struck through.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Livingston, Montana that Article IV Chapter 10 section 10-19 of the Livingston Municipal Code is hereby amended as follows:

Sec. 10-19. - Weapons—carrying concealed.

It is unlawful for any person to carry or bear a concealed firearm without a permit unless authorized by Federal or State Law. ~~upon his person any dirk, dagger, numchuck, pistol, revolver or other deadly weapon. This section shall not apply to a policeman or person summoned to his aid nor to a revenue or other civil officer engaged in the discharge of his official duty, nor to the carrying of arms on one's own premises or place of business.~~

Sec. 10-19.2. - Carrying weapons to public assembly.

A. Definitions. For the purpose of this section, the following definitions apply:

~~"Public assembly" means any meeting or gathering of people attending a meeting of public officials, public employees, a public agency or any other governmental body, whether or not occurring in a publicly owned building, but does not include a private residence.~~

"Publicly owned building" means any building owned, occupied or leased by the City of Livingston and includes the sidewalks and yard areas immediately adjacent to such buildings. ~~and includes, but is not limited to the following buildings:~~

- ~~a. City County Complex, 414 East Callender Street;~~
- ~~b. Library, 228 West Callender;~~
- ~~c. Waste Water Treatment Plant, 315 Bennett Street;~~
- ~~d. Utilities Building, 315 Bennett Street;~~
- ~~e. Civic Center;~~
- ~~f. Swimming Pool;~~
- ~~g. Old Water Plant Building, South 10th Street;~~
- ~~h. Water wells and pump housings.~~

The words "purposely and knowingly" as used herein have the same meaning as defined in 45-2-101 Montana Code Annotated.

"Weapon" means a dirk, dagger, pistol, revolver, rifle, shotgun, cross bow, bow and arrow, spear, blow gun, slingshot, sword, sword cane, billy, sap, blackjack, knuckles made of metal or other hard substance, knife having a blade four (4) inches in length or longer, straight razor, not including a safety razor, throwing stars, nun-chucks, or other instrument, article or substance, regardless of its primary function, which is readily capable of being used to produce death or serious bodily injury.

- B. Prohibition. Except as provided in subsection C of this section, no person shall purposely or knowingly possess or carry, concealed or unconcealed, any weapon ~~to a public assembly or~~ into a publicly owned building.
- C. Exceptions. The provisions of subsection B of this section do not apply to:
 - ~~1. Any peace officer of the State of Montana authorized to carry a weapon;~~
 - ~~2. Any officer of the United States government authorized to carry a weapon;~~
 - ~~3. Any member of the armed services or reserve forces of the United States or National Guard, authorized to carry weapons while in the performance of their official duties;~~
 - ~~4. Any person summoned to the aid of any of the persons named in subsections (C)(1) through (C)(3) of this section;~~
 - ~~5. A probation and parole officer authorized to carry a firearm under Section 46-23-1002 MCA;~~
 - ~~6. An agent of the Montana Department of Justice or a criminal investigator in a county attorney's office;~~
 - ~~7. Court personnel, attorneys and witnesses in court proceedings in which a weapon is used as evidence;~~
 - 1. Any individual authorized to carry such weapon by State or Federal law.
 - ~~8-2.~~ Any legitimate display of firearms at shows or other public occasions by collectors and others, or other events which have been authorized by the City Commission to occur on City owned property;
 - ~~9-3.~~ A Hunter's Safety Program certified or approved by the State of Montana's Department of Fish, Wildlife and Parks.
 - 4. A public employee authorized to carry a weapon by their public employer in that employer's spaces.
- D. Penalty. A person convicted of possessing or carrying a weapon, concealed or unconcealed, ~~to a public assembly or~~ into a publicly owned building may be imprisoned in the county jail for a term not to exceed six (6) months or fined an amount not to exceed five hundred dollars (\$500.00), or both such fine and imprisonment.
- E. Forfeiture. A weapon seized in violation of this section may be seized and, upon conviction of the person possessing or carrying the weapon, may be forfeited to the City or returned to the owner. If the weapon seized is subsequently determined to have been stolen or otherwise taken from the owner's possession without permission, the weapon must be returned to the lawful owner.

(Ord. 1867, 1/20/98; Ord. 1868, 2/2/98)

Effective Date:

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

PASSED: by the City Commission of the City of Livingston, Montana, on its first reading during a regular session thereof held on January 19, 2021.

DOREL HOGLUND, Chair

ATTEST:

FAITH KINNICK

PASSED ADOPTED, AND APPROVED by the City Commission of the City of Livingston, Montana, during a second reading in a regular session thereof held on February 16, 2021.

DOREL HOGLUND, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney

PUBLIC NOTICE

NOTICE is hereby given, a public hearing will be held by the Livingston City Commission on Tuesday, February 16, 2021, during a second reading of **ORDINANCE NO. 3000: entitled AN ORDINANCE OF THE CITY COMMISSION, OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE IV CHAPTER 10 SECTION 10-19 OF THE LIVINGSTON MUNICIPAL CODE AS IT PERTAINS TO CARRYING CONCEALED WEAPONS.** This hearing will be conducted via Zoom. All interested persons are invited to attend and give their comments. To join this meeting <http://us02web.zoom.us> Meeting ID 890 8543 7403 passcode is 514741 or call in at 1-669-900-6833. For additional information contact Faith Kinnick at (406) 823-6002.

Please publish February 2, 2021, and February 9, 2021.

Faith Kinnick
City of Livingston
January 14, 2021

File Attachments for Item:

A. RESOLUTION NO. 4941: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH ARE CONTIGUOUS TO THE CITY OF LIVINGSTON AND ARE DESCRIBED AS 1 PRONGHORN LANE, 5 PRONGHORN LANE, 1 PRONGHORN DRIVE & 5 PRONGHORN DRIVE.

RESOLUTION NO. 4941

A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH ARE CONTIGUOUS TO THE CITY OF LIVINGSTON AND ARE DESCRIBED AS 1 PRONGHORN LANE, 5 PRONGHORN LANE, 1 PRONGHORN DRIVE & 5 PRONGHORN DRIVE.

WHEREAS, Section 7-2-4301, Montana Code Annotated, authorizes annexation of contiguous land; and

WHEREAS, the City Commission of the City of Livingston, Montana, has determined that it is in the best interest of the City and the inhabitants of the properties identified in the City’s Annexation Policy that the boundaries of the City of Livingston be extended to include 1 and 5 Pronghorn Drive which have City services and are wholly surrounded by other property within the corporate limits of the City;

WHEREAS, Section 7-2-4325 allows for two or more adjacent tracts to be included in one resolution; and

WHEREAS, the provision of services can be accomplished with no additional capital expenditure on the part of the City.

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

It is the intent of the City Commission to annex contiguous land known as the 1 and 5 Pronghorn Drive and further described as:

1 Pronghorn Drive

Tract A of Plat 138, less .005 acres and the right of way on R- 134-481, in the Acreville subdivision, in Section 23 of Township 2 South Range 9 East, on file with the Park County Clerk and Recorder.

5 Pronghorn Drive:

Prortional Lot 14 in Plat 138 , in the Acreville subdivision, in Section 23 of Township 2 South Range 9 East, on file with the Park County Clerk and Recorder.

PASSED at a first reading by the Livingston City Commission, on February, 16, 2021.

ATTEST:

FAITH KINNICK
Recording Secretary

PASSED ADOPTED AND FINALLY APPROVED, during a second reading by the Livingston City Commission this _____ day of _____, 2020.

DOREL HOGLUND- Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney

PUBLIC NOTICE

NOTICE is hereby given, a public hearing will be conducted by the Livingston City Commission on Tuesday, March 16, 2021, during a second reading of **RESOLUTION NO. 4941: entitled A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF IT'S INTENT TO ANNEX CERTAIN LAND WHICH ARE CONTIGUOUS TO THE CITY OF LIVINGSTON AND ARE DECRIBED AS 1 PRONGHORN LANE, 5 PRONGHORN LANE, 1 PRONGHORN DRIVE & 5 PRONGHORN DRIVE.** This hearing will be conducted via Zoom. All interested parties are invited to attend and give their comments. To join this meeting <http://us02web.zoom.us> Meeting ID: 890 8543 7403 Passcode: 514741 or by phone at (669) 900-6833. For additional information contact Faith Kinnick at (406) 823-6002.

Please publish Friday, February 26, 2021 and March 5, 2021.

Faith Kinnick
City of Livingston
February 5, 2021

5 Pronghorn Drive.

Comfort Inn

RP Motors

Loves Ln

Loves Ln

Loves Ln

Loves Ln

W Park St

Hwy 89

89

89

Arby's
Takeout

Arby's





©2018 Google



File Attachments for Item:

B. RESOLUTION NO. 4942: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID FROM MONTANA CORRECTIONAL ENTERPRISES FOR FURNITURE FOR THE NEW CITY HALL BUILDING LOCATED AT 220 E. PARK ST.

RESOLUTION NO. 4942

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID FROM MONTANA CORRECTIONAL ENTERPRISES FOR FURNITURE FOR THE NEW CITY HALL BUILDING LOCATED AT 220 E. PARK ST.

WHEREAS, Montana Correctional Enterprises has estimated the cost of furnishing the new building as \$61,604.00, as outlined in their proposal attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Contractor is engaged in the business of general contracting, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the Project and is ready, willing and able to undertake and perform the Project under the terms and conditions contained the Bid attached hereto and incorporated herein as Exhibit A; and

WHEREAS, staff has had the opportunity to review the proposal, and both parties agree to the terms and conditions set forth in the Bid Exhibit A, defining their respective roles obligations and duties; and

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

On the City of Livingston’s behalf, the City Manager is hereby authorized to accept the bid and enter into the contract furniture with Montana Correctional Enterprises, which document is attached hereto and incorporated herein as Exhibit A.

PASSED AND ADOPTED, by the City Commission of the City of Livingston, this 16th, day of February, 2021.

DOREL HOGLUND, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney

	Item #	Description	Price	Qty.	Return Side	Laminate	Special Instructions	Totals
Faith	2902	Desk w/ Return	\$ 1,410.00	1	Left			\$ 1,410.00
	2933	5 Shelf Bookcase	\$ 565.00	1				\$ 565.00
	2941	2 Drawer Letter/Legal File	\$ 352.00	1				\$ 352.00
	4430	Armless Mission Chair	\$ 255.00	2				\$ 510.00
								\$ -
Courtney	2901	Desk	\$ 1,089.00	1				\$ 1,089.00
	2731	Adjustable Ergo Keyboard Rollout	\$ 155.00	1				\$ 155.00
	2910	Credenza	\$ 965.00	1				\$ 965.00
	2947	2 Drawer Lateral File	\$ 435.00	1				\$ 435.00
	4432	Loveseat	\$ 515.00	1				\$ 515.00
	Custom	Behind the Couch Table	\$ 386.00	1			RWW-FY21-050	\$ 386.00
	4430	Armless Mission Chair	\$ 255.00	2				\$ 510.00
	Custom	On top of Credenza Bookcase	\$ 820.00	1			RWW-FY21-046	\$ 820.00
							\$ -	
Ashley	2902	Desk w/ Return	\$ 1,410.00	1				\$ 1,410.00
	2943	6 Drawer Letter/Legal File	\$ 835.00	1				\$ 835.00
	2942	4 Drawer Letter/Legal File	\$ 545.00	1				\$ 545.00
	4430	Armless Mission Chair	\$ 255.00	1				\$ 255.00
	Custom	6 Drawer Lateral File	\$ 1,197.00	1			RWW-FY21-049	\$ 1,197.00
							\$ -	
Mathieu / Jim	2902	Desk w/ Return	\$ 1,410.00	2	Right		Only 1 ped box on 1 desk, put on Left, (RBBF)	\$ 2,820.00
	2942	4 Drawer Letter/Legal File	\$ 545.00	2				\$ 1,090.00
	Custom	Bookcase XL	\$ 1,299.00	2			RWW-FY21-048	\$ 2,598.00
	4430	Armless Mission Chair	\$ 255.00	2				\$ 510.00
	Custom	Drawing Tables		2			Need Dimensions- 3rd Office, undiscussed items	\$ -
	Custom	Design Storage					Need Dimensions- 3rd Office, undiscussed items	\$ -
							\$ -	
Paige	2902	Desk w/ Return	\$ 1,410.00	1	Right		No Pencil Drawer; No Ergo Keyboard Roll Out	\$ 1,410.00
	2933	5 Shelf Bookcase	\$ 565.00	1				\$ 565.00
	2948	4 Drawer Lateral File	\$ 720.00	1				\$ 720.00
	4430	Armless Mission Chair	\$ 255.00	2				\$ 510.00
							\$ -	
Kalsey	2902	Desk w/ Return	\$ 1,410.00	1	Left			\$ 1,410.00
	2933	5 Shelf Bookcase	\$ 565.00	1				\$ 565.00
	2947	2 Drawer Lateral File	\$ 435.00	1				\$ 435.00
	2942	4 Drawer Letter/Legal File	\$ 545.00	1				\$ 545.00
	4430	Armless Mission Chair	\$ 255.00	2				\$ 510.00
							\$ -	
Lisa	2902	Desk w/ Return	\$ 1,445.00	1	Left	Red	OVERSIZED TOP	\$ 1,445.00
	2943	6 Drawer Letter/Legal File	\$ 835.00	1		Red		\$ 835.00
	2932	5 Shelf Bookcase	\$ 515.00	1		Red		\$ 515.00

	4430 Armless Mission Chair	\$ 255.00	2		\$ 510.00
					\$ -
Lisa 2nd Room	2942 4 Drawer Letter/Legal File	\$ 545.00	3	Red	\$ 1,635.00
	2962 48" Square Table	\$ 585.00	1	Red	\$ 585.00
	4430 Armless Mission Chair	\$ 255.00	4		\$ 1,020.00
					\$ -
Reception	4430 Armless Mission Chair	\$ 255.00	4		\$ 1,020.00
	2970 End Tables 22"x22"	\$ 205.00	3		\$ 615.00
					\$ -
Mike	2902 Desk w/ Return	\$ 1,410.00	1 Right		\$ 1,410.00
	2910 Credenza	\$ 965.00	1		\$ 965.00
	4430 Armless Mission Chair	\$ 255.00	3		\$ 765.00
	Custom On top of Credenza Bookcase	\$ 820.00	1	RWW-FY21-046	\$ 820.00
					\$ -
Large Conf. Rm	2953 12' Conference Table	\$ 2,430.00	1		\$ 2,430.00
	2910 Credenza	\$ 965.00	1		\$ 965.00
	4505 Navigator Chair	\$ 250.00	20		\$ 5,000.00
					\$ -
Medium Conf.	2950 6' Conference Table	\$ 1,255.00	1		\$ 1,255.00
	4505 Navigator Chair	\$ 250.00	8		\$ 2,000.00
					\$ -
Small Conf.	2960 36" Square Table	\$ 485.00	1		\$ 485.00
	2942 4 Drawer Letter/Legal File	\$ 545.00	1		\$ 545.00
	2947 2 Drawer Lateral	\$ 435.00	1		\$ 435.00
	4432 Loveseat	\$ 515.00	2		\$ 1,030.00
	4430 Armless Mission Chair	\$ 255.00	2		\$ 510.00
					\$ -
Finance Space	2943 6 Drawer Letter/Legal File	\$ 835.00	2		\$ 1,670.00
	2947 2 Drawer Lateral File	\$ 435.00	1		\$ 435.00
	2961 42" Square Table	\$ 525.00	1		\$ 525.00
	2902 Desk w/ Return	\$ 1,410.00	2 Left		\$ 2,820.00
	2902 Desk w/ Return	\$ 1,410.00	1 Right		\$ 1,410.00
	2932 5 Shelf Bookcase	\$ 515.00	1	Red	\$ 515.00
Kitchen	Custom Corner Refridgerator Cabinet	\$ 1,242.00	1	RWW-FY21-059	\$ 1,242.00
	Custom Counter Tops	\$ 550.00	1	RWW-FY21-065- Estimate Only,must measure/clarify	\$ 550.00
					\$ 61,604.00

File Attachments for Item:

C. RESOLUTION NO. 4943: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID FROM OUT OF THE BOX PAINTING FOR MINOR REPAIRS AND PAINTING AT THE NEW CITY HALL BUILDING LOCATED AT 220 E. PARK ST.

RESOLUTION NO. 4943

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID FROM OUT OF THE BOX PAINTING FOR MINOR REPAIRS AND PAINTING AT THE NEW CITY HALL BUILDING LOCATED AT 220 E. PARK ST.

WHEREAS, Out of the Box Painting has estimated the cost of minor repairs and painting as \$22,160.00, as outlined in their proposal attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Contractor is engaged in the business of general contracting, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the Project and is ready, willing and able to undertake and perform the Project under the terms and conditions contained the Bid attached hereto and incorporated herein as Exhibit A; and

WHEREAS, staff has had the opportunity to review the proposal, and both parties agree to the terms and conditions set forth in the Bid Exhibit A, defining their respective roles obligations and duties; and

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

On the City of Livingston’s behalf, the City Manager is hereby authorized to accept the bid and enter into the contract for minor repairs and painting with Out of the Box Painting, which document is attached hereto and incorporated herein as Exhibit A.

PASSED AND ADOPTED, by the City Commission of the City of Livingston, this 16th, day of February, 2021.

DOREL HOGLUND, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney

Quotation



628 N. 9th Street
Livingston, MT 59047
Phone: 406-209-4261

DATE January 19, 2021
Quotation # 478
Customer ID City of Livingston
220 East Park Street
Livingston, MT 59047

Bill To:

Courtney Lawellin
City of Livingston Offices
220 East Park Street
Livingston, MT 59047

Quotation valid until: April 19, 2021

Prepared by: Deni O'Neill

Description	
Painting of all interior walls throughout the building. Prep Includes; equipment/scaffolding acquisition (delivery, planning, set up and removal), area preparation and protection, setup, cleanup, repair & patch work (including nail holes and damages no larger than 1" in diameter. Damages larger than specified will be subject to additional repair fees), spot priming & painting of all interior walls with 2 coats paint.	\$ 18,034.00
Ceilings in need of repair and/or paint will be assessed on site as Out Of The Box works through the building. <i>Ceilings in need of repair and painting will be completed at an additional \$1.25 a square foot.</i>	
<i>Accent walls can be added as requested at an additional \$1.50 a square foot</i>	
Removal of all rubber base trim throughout the building including waste haul away and repair of any damaged dry wall areas above trim line as a result of removal	\$ 4,126.00
<i>*Price includes materials and paint</i>	
	\$ 22,160.00

If you have any questions concerning this quotation, please give Deni at Out of the Box Painting a call.

THANK YOU FOR YOUR BUSINESS!

File Attachments for Item:

D. RESOLUTION NO. 4944: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID FROM PIERCE CARPET MILL OUTLET FOR REPLACEMENT OF FLOORING AT THE NEW CITY HALL BUILDING LOCATED AT 220 E. PARK ST.

RESOLUTION NO. 4944

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID FROM PIERCE CARPET MILL OUTLET FOR REPLACEMENT OF FLOORING AT THE NEW CITY HALL BUILDING LOCATED AT 220 E. PARK ST.

WHEREAS, Pierce Carpet Mill Outlet has estimated the cost of the replacing the flooring as \$30,414.65 as outlined in their proposal attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Contractor is engaged in the business of general contracting, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the Project and is ready, willing and able to undertake and perform the Project under the terms and conditions contained the Bid attached hereto and incorporated herein as Exhibit A; and

WHEREAS, staff has had the opportunity to review the proposal, and both parties agree to the terms and conditions set forth in the bid, Exhibit A, defining their respective roles obligations and duties; and

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

On the City of Livingston’s behalf, the City Manager is hereby authorized to accept the bid and enter into the contract for flooring replacement with Pierce Carpet Mill Outlet, which document is attached hereto and incorporated herein as Exhibit A.

PASSED AND ADOPTED, by the City Commission of the City of Livingston, this 16th, day of February, 2021.

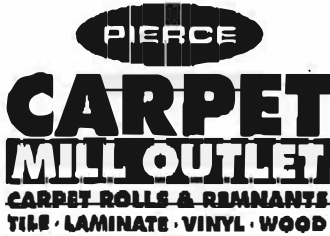
DOREL HOGLUND, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney



PIERCE CARPET MILL OUTLET
 8334 HUFFINE LANE
 BOZEMAN, MT 59718
 Telephone: 406-586-8234 Fax: 406-586-9331

ES111311

QUOTE

Sold To CITY OF LIVINGSTON 110 SOUTH B ST LIVINGSTON, MT 59047	Ship To CITY OF LIVINGSTON 220 EAST PARK ST LIVINGSTON, MT 59047
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Quote Date 01/28/21	Tele # 406-222-4903	PO Number	Quote Number ES111311
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Inventory	Style/Item	Color/Description	Quantity	Units	Price	Extension
UNKN#	UNCATALOGED PRODUCT SPECIFY STYLE NAME&#	TO BE DETERMINED	7,400.00	EA	2.05	15,170.00
PIERCEPSA4	DYNAMIC PRE-SEN ADHESIVE 4GAL	(2098)	12.00	EA	105.00	1,260.00
5203300004	WALL BASE RUBBER 4 TOE 120'	TO BE DETERMINED	1,680.00	LF	0.82	1,377.60
700.108	TEAR OUT DIRECT GLUE ACT BCK		1,740.00	SF	0.30	522.00
700.072	V/R BASE STD 4"		1,680.00	LF	1.05	1,764.00
700.119	PREP-SKIM COAT / ENCAPSULATE		16.00	HR	55.00	680.00
700.265	LVT PLANK INSTALL		7,400.00	SF	1.15	8,610.00
UZ77361	UZIN 888 EXTREME PATCH NEW 10#	GRAY 77351	45.00	EA	20.69	931.05

*additional prepcharges may apply based on condition of subfloor.

Offer may be revoked if not accepted within 30 days. In the event of non-payment customer agrees to pay reasonable attorney fees in collection of the amount owed. Special orders and orders for which floor covering has been cut are NOT subject to cancellation. The above prices, specifications, are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

- *Hardwood floors - warranties state - humidity levels in your home must be 35% to 55% at all times.
- * Carpets must be professionally cleaned (hot water steam extraction) every 18 months - see specific manufacturer warranty for details.
- * Room temperature needs to be maintained above 65 degrees for 48 hours before and after any installation, including radiant heat floors.
- * Use of recommended floor cleaning products only (see your sales associate for the proper products).

— 01/29/21 — 10:41AM —

Sales Representative(s):
 JASON MORELAND

Customer signature: _____
 Date: ____/____/____
 Thank you for your business!

QUOTE TOTAL: \$30,414.65

File Attachments for Item:

E. RESOLUTION NO. 4945: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A LEASE WITH LIVINGSTON RODEO ASSOCIATION, INC. FOR RODEO PARKING AT THE OLD ROPING ARENA.

RESOLUTION NO. 4945

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A LEASE WITH LIVINGSTON RODEO ASSOCIATION, INC FOR RODEO PARKING AT THE OLD ROPING ARENA.

WHEREAS, Livingston Rodeo Association, Inc. (“LRA”) is in the business or conducting professional rodeos and leases various properties from the City for parking for rodeo contestants and attendees; and

WHEREAS, the City of Livingston and LRA desire to enter into a Lease Agreement (the “Lease”) for Land on from June 30 to July 5th 2021; and

WHEREAS, by the terms of the Lease, LRA leased to the City certain property located in the City of Livingston, Park County, Montana, which property is more specifically located at or near 97 View Vista Drive, all as more particularly described in the Lease; and

WHEREAS, the initial term of the Lease was from June 30 to July 5th 2021, and, may renew as set forth in the Lease; and

WHEREAS, LRA has requested the Lease be the City of Livingston’s administration recommends the lease.

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 Lease, which document is attached hereto and incorporated herein as Exhibit A.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 16th day of February 2021.

DOREL HOGLUND - Chair

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

COURTNEY LAWELLIN
City Attorney

LEASE

AGREEMENT made and entered into as of the ____ day of _____, 2021, by and between the City of Livingston, a municipal corporation and political subdivision of the State of Montana, with its principal office located at 414 East Callender Street, Livingston, Montana 59047, hereinafter referred to as the “City,” and the Livingston Roundup Association, of Livingston, Park County, Montana 59047, hereinafter referred as “LRA.”

Recitals.

A. 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 attached as Parcel A in Exhibit A.

B. The City is desirous of leasing to LRA and LRA is desirous of leasing from the City said property under the terms and conditions contained in this agreement.

C. LRA is desirous of leasing the property for parking and use associated with the Livingston Roundup Rodeo Event from June 30 thru July 4th; and

**SECTION ONE
Description of Property**

The property subject to this lease is described by Exhibit A.

**SECTION TWO
Inspection, Representations and Warranties**

The structures on the property in question have not been erected by the City. The structures were erected by a person or persons unknown, for purposes unknown. LRA hereby acknowledges that the City has made no representations or warranties as to the condition of the

structures, the property, nor as to its feasibility of use. LRA 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. LRA 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 one (1) year with an option to renew for an additional four (4) years unless sooner terminated. The option to renew may be exercised by giving written notice to the City on or before January 15, 2022. LRA agrees to pay, without demand, to the City as rent for the structures the sum of \$500.00 per year, on or before the 15th day of May so long as this lease remains in full force and effect. The first year lease fee is waived for the LRA’s cleanup of the arena site. The LRA will have exclusive use of the premises from June 30th through July 5th of each year.

**SECTION FOUR
Insurance/Hold harmless**

To the fullest extent allowed by law, LRA 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 LRA in connection with this agreement.

LRA 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, LRA 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 LRA for parking for the public and contestants and temporary corralling of horses. LRA 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 LRA’s Livingston Roundup event, or use of the leased property.

**SECTION SEVEN
Assignment**

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

**SECTION EIGHT
Alterations and Improvements**

LRA may remove the structures currently on the property but thereafter shall make no alterations to the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of City. The City agrees to waive the fees for the disposal of the debris associated with removal of structures or personal property currently

on the property, so long as the metal is separated and disposed of as directed by the Public Works Director. All alterations, changes, and improvements built, constructed, or placed on the demised premises by LRA, 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 LRA, 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**

LRA 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. LRA will remove organic and inorganic refuse, including manure by July 10.

**SECTION TEN
Dangerous Materials**

LRA 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
Holdover by LRA**

Should LRA remain in possession of the demised premises with the consent of City after

the natural expiration of this Lease, a new tenancy from year to year shall be created between City and LRA which shall be subject to all the terms and conditions hereof but shall be terminable on thirty (30) days written notice served by either City or LRA on the other party.

**SECTION THIRTEEN
Surrender of Premises**

At the expiration of the Lease term, LRA 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 FOURTEEN
Termination and Default**

In the event that any of the equipment installed by LRA interferes with the City or other governmental agencies, private entities, residents or organizations located adjacent thereto which are in existence as of March 2020, this lease shall become null and void, if said interference cannot be corrected by LRA.

This lease may be terminated by either party by giving sixty (60) days written notice to the other party.

**SECTION FIFTEEN
Abandonment**

If at any time during the term of this Lease LRA abandons the demised property for more than 1 year, this lease shall become null and void upon the City giving notice to LRA of the abandonment and notice of termination should LRA not respond within 15 days.

**SECTION SIXTEEN
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 SEVENTEEN
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:

_____,
Livingston Roundup Association

Michael Kardoes
City Manager

by: _____
Its: _____

APPROVED AS TO FORM:

Courtney Lawellin
Livingston City Attorney



Moja Campbell Dog Park

Mayor's Landing

Meyers Lane Parking Lot

Yellowstone River

View Vista Dr

E Geysert St

Meyers Ln

View Vista Dr

File Attachments for Item:

F. RESOLUTION NO. 4946: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS CONTIGUOUS TO THE CITY OF LIVINGSTON AND IS DESCRIBED AS 5 ROGERS LANE.

RESOLUTION NO. 4946

A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS CONTIGUOUS TO THE CITY OF LIVINGSTON AND IS DESCRIBED AS 5 ROGERS LANE.

WHEREAS, Section 7-2-4301, Montana Code Annotated, authorizes annexation of contiguous land; and

WHEREAS, the City Commission of the City of Livingston, Montana, has determined that it is in the best interest of the City and the inhabitants of the properties identified in the City’s Annexation Policy that the boundaries of the City of Livingston be extended to include 5 Rogers Lane which have access to City services and are wholly surrounded by other property within the corporate limits of the City; and

WHEREAS, the provision of services can be accomplished with no additional capital expenditure on the part of the City.

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

It is the intent of the City Commission to annex contiguous land known as the Livingston Inn at 5 Rogers Lane and further described as:

**5 Rogers Lane
Lot 15C of Certificate of Survey 170A less the Mortgage tract in Certificate of Survey 1443, in the Acreville subdivision, in Section 23 of Township 2 South Range 9 East, on file with the Park County Clerk and Recorder.**

PASSED at a first reading by the Livingston City Commission, on February, 16, 2021.

ATTEST:

FAITH KINNICK
Recording Secretary

PASSED ADOPTED AND FINALLY APPROVED, during a second reading by the Livingston City Commission this _____ day of _____, 2020.

DOREL HOGLUND- Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney

PUBLIC NOTICE

NOTICE is hereby given, a public hearing will be conducted by the Livingston City Commission on Tuesday, March 16, 2021, during a second reading of **RESOLUTION NO. 4946: entitled A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF IT'S INTENT TO ANNEX CERTAIN LAND WHICH ARE CONTIGUOUS TO THE CITY OF LIVINGSTON DESCRIBED AS 5 RODGERS LANE.** This hearing will be conducted via Zoom. All interested parties are invited to attend and give their comments. To join this meeting <http://us02web.zoom.us> Meeting ID: 890 8543 7403 Passcode: 514741 or by phone at (669) 900-6833. For additional information contact Faith Kinnick at (406) 823-6002.

Please publish Friday, February 26, 2021 and March 5, 2021.

Faith Kinnick
City of Livingston
February 5, 2021

Econo Lodge Livingston
Gateway To Yellowstone

Livingston Inn

Rogers Ln

Los pinos Mexican
Takeout

Big
Takeo

Hwy 89

ark St





File Attachments for Item:

G. RESOLUTION NO. 4947: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH BOZEMAN GREEN BUILD FOR INSTALLATION OF A SOLAR ARRAY ON THE ROOF OF NEW CITY HALL BUILDING LOCATED AT 220 E. PARK ST.

RESOLUTION NO. 4947

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN GENERAL SERVICES AGREEMENT WITH BOZEMAN GREEN BUILD FOR INSTALLATION OF A SOLAR ARAY ON THE ROOF OF NEW CITY HALL BUILDING LOCATED AT 220 E. PARK ST.

WHEREAS, Bozeman Green Build has bid the cost of providing and installing a solar photovoltaic electric generating system as outlined in their proposal attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Contractor is engaged in the business of general contracting, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the Project and is ready, willing and able to undertake and perform the Project under the terms and conditions contained the General Services Agreement attached hereto and incorporated herein as Exhibit B; and

WHEREAS, staff has had the opportunity to review the proposal, and both parties agree to the terms and conditions set forth in the General Services Agreement Exhibit B, defining their respective roles obligations and duties; and

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

On the City of Livingston’s behalf, the City Manager is hereby authorized to enter into the General Services Agreement with Bozeman Green Build, which document is attached hereto and incorporated herein as Exhibit B.

PASSED AND ADOPTED, by the City Commission of the City of Livingston, this 16th, day of February, 2021.

DOREL HOGLUND, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the 16th day of February, 2021, by and between **THE CITY OF LIVINGSTON, MONTANA**, a municipal corporation and political subdivision of the state of Montana with its principal office located at 414 East Callender Street, Livingston, MT 59047 (hereinafter referred to as the “City”), and **Bozeman Greenbuild**, a sole proprietorship with its principal place of business located at 350 Heidner Ln., Bozeman, MT 59718 (hereinafter referred to as the “Contractor”; and together with the City, the “Parties”).

RECITALS:

- A. The Contractor is engaged in the business of providing construction and building services, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform construction services for the City.
- B. The City has not contracted with the Contractor for services in the past.
- C. The Parties desire to define their respective rights, duties and obligations in connection with their relationship and, as a result, the Parties desire to proceed under the terms and conditions contained in this Agreement.

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

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Contractor agrees that all hiring will be on the basis of merit and qualifications and the Contractor will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- 3. SCOPE OF WORK/SERVICES. Contractor shall complete all work as specified or indicated in the scope of work and proposal and specifications herein. The Project for

which the work shall be completed may be generally described as the “City of Livingston City Hall Solar PV System.” The scope of work is outlined in Exhibit A for this project.

4. **CONTRACT DOCUMENTS.** In addition to this Agreement, the contract documents shall consist of the proposal and all attachments and exhibits thereto, and documents identified therein (the foregoing documents are collectively referred to in this Agreement as the “Contract Documents.”) The Contract Documents are collectively attached hereto and incorporated herein as Exhibit A.

5. **NATURE OF RELATIONSHIP.**

- a. The Contractor states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Contractor shall perform the Project as an independent contractor. The Parties agree that the City is only interested in the end result of said project, not in the method of performance, and as such, the Contractor has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Contractor shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
- b. The Contractor agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both State and Federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Contractor in performance of this Agreement.
- c. **The contractor agrees to follow the Montana Preference law for materials and labor as set forth in 18-1-102 and 18-2-403 MCA. For projects valued in excess of \$25,000.00, the contractor agrees to post the job site with the standard prevailing wage information, to pay his employees the standard prevailing wage as established by the Montana commissioner of Labor and/or the federal government and to maintain records thereof for three years.**

- d. The Contractor hereby states that it is either covered by Worker’s Compensation and Unemployment Insurance or has obtained an exemption from the Montana Department of Labor and Industry pursuant to Mont. Code Ann. §§ 39-71-401(3) and 39-51-204(2), as is evidenced by the certificates of insurance or exemption documents attached hereto and incorporated herein as Exhibit B. Any certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage.
 - e. The Contractor, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.
6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. The Contractor represents and warrants as follows:
- a. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
 - b. It has inspected the job site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work.
 - c. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, performance and furnishing the Services.
 - d. It has reviewed this Agreement and all exhibits hereto and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.
 - e. It will complete the Services in a workmanlike manner according to industry standards and practices.
 - f. It will not cause or permit any liens to be filed against City-owned property.

- 7. ADDITIONAL CONTRACTOR RESPONSIBILITIES. The Contractor shall:
 - a. Give employment preference to bona fide Montana residents in the performance of the work.
 - b. Pay the travel allowance in effect and applicable to the district in which the work is being performed.
 - c. Pay the standard prevailing rate of wages, including fringe benefits, in effect and applicable to the district in which the work is being performed as determined by the Montana Department of Labor and Industry. Information about such wages and fringe benefits must be posted at the job site.
 - d. Retain records regarding its payment of the standard prevailing rate of wages, including fringe benefits, for a period of three (3) years after the Contractor's completion of work on the Project.

- 8. CITY'S RESPONSIBILITIES. The City shall:
 - a. Provide all of the information regarding any requirements under this Agreement in a timely fashion.
 - b. Provide access to City property and easements with respect to the performance of this Agreement

- 9. PAYMENT.
 - a. Subject to additions or deductions by change order, the Contractor shall perform his obligations under this agreement for the contract price of \$74,118.00. The additive or deductive price for increasing or decreasing the DC wattage of the PV system will be \$1.72/watt. Pay estimates submitted by Contractor must first be approved by the City or its designee prior to payment. The schedule of payments is outlined in Exhibit A for this project.
 - b. In connection with obtaining payment under this Agreement, Contractor agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Contractor assumes responsibility for the late filing of a claim.

- c. In the event the Contractor seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Contractor must seek prior written authorization from the City before such expenditure is incurred. If the Contractor fails to obtain prior written authorization, the Contractor shall not be entitled to payment for the unauthorized work, materials or services.

10. TERMINATION.

- a. If the City fails to substantially perform in accordance with the terms of this Agreement, the Contractor shall deliver to the City a written notice specifying the nature of the City's failure to substantially perform. The City shall have a period of ten (10) days after receiving the written notice from the Contractor to cure the failure to perform. If the City fails to cure its failure to perform within the 10-day cure period, the Contractor shall provide the City with a written notice to terminate this Agreement. The Contractor may only terminate this Agreement if it is not at fault for the City's failure to perform. Failure of the City to make payment as provided in this Agreement shall be considered nonperformance and cause for termination, unless the Contractor is at fault for the City's nonpayment.
- b. The City may terminate this Agreement upon not less than ten (10) days prior written notice to Contractor. If the City terminates this Agreement for a reason other than fault of the Contractor, the Contractor shall receive compensation for the work/services performed prior to termination, together with reasonable expenses incurred up to the date of termination.

11. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Contractor shall indemnify the City, its officers, employees, agents and representatives against any and all claims, actions, costs, fees (including but not limited to attorney fees and all defense costs), losses, liabilities or damage of whatever kind or nature arising from or related to Contractor's performance of this Agreement and Contractor's work (or the work of any subcontractor or supplier to Contractor) under this Agreement. In the event a claim should be brought or an action filed against the City with respect of the subject of this Agreement, Contractor agrees that the City may, at its election, employ attorneys of its own selection to appear and defend the claim or action on behalf of the City, at the expense of the Contractor. City, at its option, shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the City.

12. INSURANCE AND BONDING. During the term of this Agreement, Contractor shall be responsible for maintaining, at its sole expense, insurance coverage and bonding. The Contractor shall provide the City with certificates of insurance demonstrating such insurance coverage and bonding and the certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage. The certificates of insurance shall also name the City as an additional insured. The Contractor shall:

- a. Maintain a comprehensive public liability insurance policy, including automobile coverage, insuring against loss and for damages for personal injury or death and/or property loss, damage or destruction arising out of or in connection with the performance of this Agreement by the Contractor, its officers, agents and employees with the minimum liability limit of \$3,000,000.00 per claim and \$1,000,000.00 for each occurrence, as set forth in sections 5 of the bidding documents.
- b. Maintain workmen's compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.
- c. Make, execute, and deliver to the City a good a sufficient bond with a surety company licensed in Montana, as surety, conditioned that Contractor shall (i) faithfully perform all of the provisions of this Agreement, (ii) pay all laborers, mechanics, subcontractors, and material suppliers, and (iii) pay all persons who supply the Contractor or subcontractors with provisions, provender, material, or supplies for performing the work.

13. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.

14. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with

particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.

15. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
16. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Services and supersedes all prior agreements and understandings between the Parties with respect to the Services.
17. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement. The project shall be substantially completed by May 15, 2021.
18. CAPTIONS, HEADINGS, AND TITLES. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
19. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
20. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of an third party, including contractors, subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this

Agreement shall be deemed to release the contractor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

21. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
22. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.
23. LIAISON. The designated liaison with the City is Shannon Holmes or Martha O'Rourke, both of whom can be reached at (406) 222-5667. The Contractor's liaison is John Palm, who can be reached at (406) 580-6068.
24. GOVERNING LAW. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.
25. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

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

City of Livingston

Contractor _____

City Manager

Name: _____

Date

Its: _____

Date

[Exhibit A]

Scope of Work and Schedule

Exhibit B

[Certificates of Insurance]



NABCEP Certified Solar PV Installer
350 Heidner Lane, Bozeman, Montana 59718
P: 406.580.6068 F: 406.388.8828
e-mail: info@bozemangreenbuild.com

January 25, 2021
Shannon Holmes
Public Works Department
City of Livingston
220 E. Park
Livingston, MT

Quotation
42.925 KW Solar Photovoltaic Electrical Generating System
At 220 E. Park

Description

Provide and install a grid-tied solar PV system with the following characteristics:

- DC Nameplate Rating: 42,925 Watts
- Location: Southeast and southwest-facing roof slopes
- Mounting Type: Iron Ridge Roof Mount Racking System
- Module Make and Model: (101) Q-Cells 425-Watt Modules
***Note: Due to the volatility in the PV module market, BGB reserves the option to use a panel of equivalent or greater quality depending on module availability at the time of construction.**
- Inverter Make and Model: (2) Fronius SYMO 15.0-3, (1) Fronius SYMO 12.0-3 Inverters*
- Data Monitoring: SolarWeb

Services provided to complete this installation will include:

- System design including site plan schematic and one-line diagram
- Provision of all primary equipment and materials for completion of the electrical generating system including the solar PV equipment listed above

NABCEP Certified Solar PV Installer
NABCEP Certified Solar Thermal Installer
350 Heidner Lane, Bozeman, Montana 59718 P: 406.580.6068 F: 406.388.8828
e-mail: info@bozemangreenbuild.com

- Provision of all Balance of System equipment and materials for completion of the system
- Provision of all electrical labor including installation and wiring of solar PV modules, inverters, AC disconnect and utility intertie
- Provision of State of Montana electrical permit
- Provision of NorthWestern Energy net-metering application and fee

Cost of Work

The cost of the work listed above, including all equipment, materials, and labor necessary to complete the installation of a roof-mounted, grid-tied 42.925 KW solar PV system is:

\$74,118.00

Annual KWH Load	43,980
Annual AC PV KWH Production	53,548
Percentage of Load	122%

Schedule of Payments

Initial Payment: Due upon execution of this contract	\$	2,000.00
Second Payment: Due upon 30 days prior to placing solar PV equipment order	\$	32,118.00
Third Payment: Due upon completion of installation of Racking system and Solar PV panels	\$	21,000.00
Fourth Payment: Due upon completion of installation of Inverters and Wiring	\$	14,000.00
Final Payment**: Due upon completion of system	\$	5,000.00
Total:	\$	74,118.00

NABCEP Certified Solar PV Installer
NABCEP Certified Solar Thermal Installer
 350 Heidner Lane, Bozeman, Montana 59718 P: 406.580.6068 F: 406.388.8828
 e-mail: info@bozemangreenbuild.com

Warranty

Bozeman Green Build will provide the following warranty for this PV System Installation:

- 15 year warranty against defects in installation workmanship including assumption of 100% of the repair and replacement costs of any system components that fail to perform due to faulty installation
- All equipment failures will be warranted by the respective manufacturers

Proposal Submitted By:

John Palm

**John Palm, President
Bozeman Green Build**



SHIFTING THE LIMITS

FRONIUS SYMO

/ The future of commercial solar is here - Introducing the new Fronius Symo.



/ PC Board Replacement Process



/ SnapINverter Mounting system



/ Integrated Data Communication



/ SuperFlex Design



/ Smart Grid Ready



/ Dynamic Peak Manager

/ Boasting power categories ranging from 10 kW to 24 kW, the transformerless Fronius Symo is the ideal compact three-phase inverter for commercial applications. The high system voltage, wide input voltage range and unrestricted use indoors and outdoors ensure maximum flexibility in system design. The modern design is equipped with the SnapINverter mounting system, allowing for lightweight, secure and convenient installation and repair. The entire SnapINverter line is NEC 2014 Ready!

/ Several industry-leading features come standard with the Fronius Symo including a Wi-Fi®* and SunSpec Modbus interface for seamless monitoring and datalogging, Arc Fault Circuit Interruption (AFCI), and Fronius's superb online and mobile platform Fronius Solar.web. This makes the Fronius Symo one of the most communicative, efficient and streamlined inverters on the market.

TECHNICAL DATA FRONIUS SYMO

GENERAL DATA	STANDARD WITH ALL SYMO MODELS
Dimensions (width x height x depth)	20.1 x 28.5 x 8.9 inches
Protection Class	NEMA 4X
Night time consumption	< 1 W
Inverter topology	Transformerless
Cooling	Variable speed fan
Installation	Indoor and outdoor installation
Ambient operating temperature range	-40°F - +140 °F (-40 - +60 °C)
Permitted humidity	0 - 100 % (non-condensing)
DC connection terminals	6x DC+ and 6x DC- screw terminals for copper (solid / stranded / fine stranded) or aluminum (solid / stranded)
AC connection terminals	Screw terminals 14-6 AWG
Certificates and compliance with standards	UL 1741-2010, UL1998 (for functions: AFCI, GFDI and isolation monitoring), IEEE 1547-2003, IEEE 1547.1, UL 1699B-2013, ANSI/IEEE C62.41, FCC Part 15 A & B, NEC Article 690, C22. 2 No. 107.1-01 (Sept. 2001) UL 1699B Issue 2-2013, CSA TIL M-07 Issue 1-2013

WEIGHT	10.0-3 208/240	12.0-3 208/240	10.0-3 480	12.5-3 480	15.0-3 480	17.5-3 480	20.0-3 480	22.7-3 480	24.0-3 480
Weight	91.9 lbs.	91.9 lbs.	76.7 lbs.	76.7 lbs.	95.7 lbs.	95.7 lbs.	95.7 lbs.	95.7 lbs.	95.7 lbs.

*The term Wi-Fi® is a registered trademark of the Wi-Fi Alliance.

PROTECTIVE DEVICES	STANDARD WITH ALL SYMO MODELS
AFCI	Yes
2014 NEC Ready	Yes
DC disconnect	Yes

INTERFACES	STANDARD WITH ALL SYMO MODELS
Wi-Fi*/Ethernet/Serial	Wireless standard 802.11 b/g/n / Fronius Solar.web, SunSpec Modbus TCP, JSON / SunSpec Modbus RTU
6 inputs and 4 digital I/Os	Load management; signaling, multipurpose I/O
USB (A socket)	Datalogging and inverter update possible via USB
2x RS422 (RJ45 socket)	Fronius Solar Net, interface protocol
Datalogger and Webserver	Included

INPUT DATA	10.0-3 208/240	12.0-3 208/240	10.0-3 480	12.5-3 480	15.0-3 480	17.5-3 480	20.0-3 480	22.7-3 480	24.0-3 480
Recommended PV power (kWp)	8.0 - 13.0	9.6 - 15.6	8.0 - 13.0	10.0 - 16.25	12.0 - 19.5	14.0 - 22.75	16.0 - 26.0	18.2 - 29.5	19.2 - 31.2
Max. usable input current (MPPT 1/MPPT 2)	25.0 A / 16.5 A				33.0 A / 25.0 A				
MPP-voltage range	300 - 500 V	300 - 500 V	300 - 800 V	350 - 800 V	350 - 800 V	400 - 800 V	450 - 800 V	500 - 800 V	500 - 800 V
Operating voltage range	200 - 600 V	200-600 V	200 - 1000 V						
Max. input voltage	600 V	600 V	1000 V						
Nominal input voltage	208	350 V	350 V	NA	NA	NA	NA	NA	NA
	240	370 V	370 V	NA	NA	NA	NA	NA	NA
	480	NA	NA	675 V	685 V	685 V	695 V	710 V	720 V
Admissible conductor size DC	AWG 14...AWG 6 copper direct, AWG 6 aluminum direct, AWG 4...AWG 2 copper or aluminum with input combiner								
Number of MPPT	2								

OUTPUT DATA	10.0-3 208/240	12.0-3 208/240	10.0-3 480	12.5-3 480	15.0-3 480	17.5-3 480	20.0-3 480	22.7-3 480	24.0-3 480	
Max. output power	208	10000 VA	12000 VA	NA	NA	NA	NA	NA	NA	
	220/240	10000 VA	12000 VA	NA	NA	NA	NA	NA	NA	
	480	NA	NA	10000 VA	12500 VA	15000 VA	17500 VA	20000 VA	22727 VA	
Max. Efficiency		97.0 %	97.0 %	98.1 %	98.1 %	98.0 %				
CEC Efficiency	208	96.5 %	96.5 %	NA	NA	NA	NA	NA	NA	
	220/240	96.5 %	96.5 %	NA	NA	NA	NA	NA	NA	
	480	NA	NA	97.0 %	97.0 %	97.0 %	97.0 %	97.0 %	97.5 %	
Admissible conductor size AC	AWG 14 - AWG 6									
Grid connection (U _{ac,r})	208/240	208/240	480 Delta + N**							
Frequency (f _i)					50 Hz / 60 Hz					
Total harmonic distortion	< 3.5 %									
Power factor (cos φ _{ac,r})	0 - 1 ind./cap.									

/ Perfect Welding / Solar Energy / Perfect Charging

WE HAVE THREE DIVISIONS AND ONE PASSION: SHIFTING THE LIMITS OF POSSIBILITY.

/ Whether welding technology, photovoltaics or battery charging technology – our goal is clearly defined: to be the innovation leader. With around 3,000 employees worldwide, we shift the limits of what’s possible - our record of over 1,000 granted patents is testimony to this. While others progress step by step, we innovate in leaps and bounds. Just as we’ve always done. The responsible use of our resources forms the basis of our corporate policy.

Further information about all Fronius products and our global sales partners and representatives can be found at www.fronius.com





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e-mail: info@bozemangreenbuild.com

February 9, 2021
Shannon Holmes
Public Works Department
City of Livingston
220 E. Park
Livingston, MT

**RE: City of Livingston Solar Photovoltaic
Electrical Generating System at 220 E. Park**

PROPOSED PROJECT SCHEDULE

February 16, 2021
Livingston City Commission approves Project.

February 17-18
Final contract revisions, if any, are completed.

February 19
Contract is executed and initial deposit is received by BGB.

February 22
City of Livingston prepares initial equipment payment of \$32,118.00.
BGB submits NorthWestern Energy Interconnection Agreement Application for project.
BGB's Electrical Contractor, Beartooth Electric, purchases State of Montana electrical permit.

February 23
BGB receives equipment payment and places PV equipment order.

February 24
AC Disconnect switch and AC distribution panel are installed. AC grid-tie connection is completed.

March 1
NorthWestern Energy issues approval for interconnection.

March 5
PV Equipment is received at BGB Yard in Belgrade.

March 8
Installation of System commences. Equipment is mobilized and safety gear is installed.

March 9 to March 10
PV Racking is installed.
Inverters are installed.

March 11
Homerun wiring and rapid shutdown equipment are installed.
PV Source circuits are landed at inverters.

March 12
PV panels are installed.
State Electrical Inspection is requested.

March 15
State Electrical Inspection is completed.
NorthWestern Energy net meter is ordered.
Data Monitoring is activated.

March 22
NorthWestern Energy net meter is installed.
System is turned on.
City of Livingston staff receive training on PV System operation and maintenance.

Please note:

- The dates and progression of work detailed above are contingent upon the presence of mild winter weather conditions and will require adjustment if severe weather is encountered.
- Dates dependent on actions taken by NorthWestern Energy are estimated and subject to change. BGB has no control over how NorthWestern Energy creates and executes its work schedule.
- Dates dependent on actions taken by the State Electrical inspector are estimated and subject to change. BGB has no control over how the State Electrical inspector creates and executes their work schedule.

Schedule prepared by John Palm.

File Attachments for Item:

A. DISCUSS/APPROVE/DENY: URA'S 2020 BUDGET AND PRIORITIES.

2020/2021 Urban Renewal Budget

URA Budget FY 2020-2021

\$300,000 Capital Outlay

\$185,350 Current downtown project

\$114.650 discretionary funds

Third Street Sidewalks (resident request) Shannon's idea	\$15,000
Project in Livingston-Artistic Utility/Traffic Signal Box Wrap	6,000
Five controller boxes: three large, two small	
Façade Program	60,450
Secretary: 12x \$100	1,200
Flower Baskets	12,000
Reserve for contingencies	20,000

File Attachments for Item:

. FEBRUARY AND MARCH 2021 CALENDER

March 2021



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	1	2 Regular City Commission Meeting 5:30 pm via Zoom	3	4	5	6
7	8	9 Historic Preservation Commission Mtg. 3:30 pm City Zoning Commission 5:30 pm	10 City Conservation Board Mtg 5:00 pm	11	12	13
14	15	16 Regular City Commission Meeting 5:30 pm via Zoom	17 Library Board Mtg 4:00 Planning Board Mtg 5:30 Sister City Board Mtg 7:00 pm	18 Tree Board Meeting Noon	19	20
21	22	23	24 Parks & Trails regular Meeting 6:00 pm	25	26	27
28	29	30	31	1	2	3
4	5	Notes				

February 2021



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1	2 Regular City Commission Meeting 5:30 pm via Zoom	3	4	5	6
7	8	9 Historic Preservation Commission Mtg. 3:30 pm City Zoning Commission 5:30 pm	10 City Conservation Board Mtg 5:00 pm	11	12	13
14	15	16 Regular City Commission Meeting 5:30 pm via Zoom	17 Library Board Mtg 4:00 Planning Board Mtg 5:30 Sister City Board Mtg 7:00 pm	18 Tree Board Meeting Noon	19	20
21	22	23	24 Parks & Trails regular Meeting 6:00 pm	25	26	27
28	1	2	3	4	5	6
7	8	Notes All meetings held via Zoom, unless stated otherwise. To find out more information how you can participate in these meetings visit http://www.livingstonmontana.org/calendar.php				

File Attachments for Item:

. URBAN RENEWAL AGENCY 2020 ANNUAL REPORT

URA 2020 Annual Report

Since most of the URA monies have been going to capital outlay (CIP) and Bond debt service, the URA did not have substantial monies to pursue our other projects, i.e. grants. In the several meetings we did have and with the monies from the City's 2020/2021 budget, we moved forward with the following: We did produce a 2020/2021 budget, approved a new committee member, and hired a Secretary. We plan to announce the opening of grant applications for our downtown façade and 3rd Street sidewalk programs. We also hope to reestablish the Artistic Utility/Box wrap program. The City did approve paying for the summer flower baskets although we did not discuss. URA payment for the flower boxes was supposed to be temporary until the BID could take over the project. We need to pursue an equitable solution with the BID. 2021 looks like an excellent year for reestablishing ourselves as an economic engine for our Community.