



Livingston City Commission Agenda

January 19, 2021

5:30 PM

VIA ZOOM

<https://us02web.zoom.us/j/86949125680?pwd=d25UcEJEUWFiTnpmUkdGQUk2bWRUQT09>

MEETING ID: 869 4912 5680 PASSCODE: 163038 CALL IN: (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 JANUARY 5, 2021, REGULAR MEETING. PG. 4**
- B. JUDGES MONTHLY REPORT FROM NOVEMBER 2020. PG. 9**
- C. RATIFY CLAIMS PAID 01/01/2021-01/15/2021. PG. 11**

5. Proclamations

- A. PROCLAMATION DECLARING APRIL 30, 2021, AS ARBOR DAY IN THE CITY OF LIVINGSTON, MONTANA. PG. 19**

6. Scheduled Public Comment

- A. KATIE WEAVER OF PARK LOCAL DEVELOPMENT WITH REVOLVING LOAN PROGRAM UPDATE, AND NEW BUSINESS ASSISTANCE PROJECT AVAILABLE.**

7. Public Hearings

- A. ORDINANCE NO. 2098: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE NO. 2041, 2049 AND 2055 AS CODIFIED BY CHAPTER 9 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED TRAFFIC AND VEHICLES. PG. 21**

8. Ordinances

- A. 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. 28**

- B. 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.**

PG. 34

9. Resolutions

- 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 GOVERNMENT 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 OR ALL LISTED RECORDS SERIES, CREATED, USED, MAINTAINED, AND STORED BY THE CITY OF LIVINGSTON. PG. 39**
- 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. PG. 42**
- C. RESOLUTION NO. 4939: A RESOLUTION AUTHORIZING THE CM SIGN A GSA WITH BIG BEAR CONTRACTING FOR REMODEL CONSTRUCTION SERVICES AT THE NEW CITY HALL BUILDING LOCATED AT 220 E. PARK STREET. PG. 44**

10. Action Items

- A. DISCUSS NAMING 220 E. PARK ST. BUILDING, LIVINGSTON CITY HALL.**
- B. DISCUSS: MEMBERSHIP REQUIREMENTS FOR INDIVIDUALS TO SERVE ON CITY PLANNING BOARD AS DEFINED IN MONTANA CODE ANNOTATED 76.1.221. PG. 60**
- C. DISCUSS/APPROVE/DENY: CARES ACT REMAINING FUNDS. PG. 62**

11. City Manager Comment

12. City Commission Comments

13. Adjournment

Calendar of Events

Supplemental Material

- ⋮ A. FEBRUARY 2021 CALENDER PG. 66**
- ⋮ B. ANNUAL REPORT FROM PARKS AND TRAILS COMMITTEE PG. 68**
- ⋮ C. ANNUAL REPORT FROM CITY PLANNING BOARD PG. 71**
- ⋮ D. ANNUAL REPORT FROM CITY TREE BOARD PG. 74**
- ⋮ E. ANNUAL REPORT FROM LIVINGSTON ZONING COMMISSION PG. 76**

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 JANUARY 5, 2021, REGULAR MEETING.

LIVINGSTON CITY COMMISSION REGULAR MEETING MINUTES

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

Zoom Online Meeting ID: 821 0891 1861

1 Call to Order

2 Roll Call

- * Hoglund, Mabie, Schwarz, and Nootz were present. Friedman having issues with wifi, called in later.

3 Annual Election of Chairperson and Vice-chairperson (00:03:00)

- * Schwarz nominated Hoglund to serve as Chair, seconded by Nootz.
All in favor, passes 4-0
- * Mabie nominate Schwarz to serve as Vice-Chair, seconded by Nootz.
All in favor, passes 4-0

4 Public Comment: (00:05:04)

- * Patricia Grabow made public comment

5 Consent Items: (00:10:51)

- A. Approve Minutes from 12/15/2020 Regular Meeting
- B. Ratify Claims Paid 12/01/20-12/22/2020
- C. Accept URA's recommendation to fill vacancy.
- D. Accept Planning Board's recommendation to fill vacancy.
- E. Accept City Tree Board's recommendation to fill vacancy.
Schwarz motioned to approve A& B, and pull items C D and E for further discussion, second by Mabie.
All in favor, passed 5-0.
Schwarz motioned to approve C D & E, second by Friedman.
All in favor, passed 5-0.

6 Proclamations:

7 Scheduled Public Comment:

8 Public Hearings: (00:18:06)

- A. Resolution No. 4935: A Resolution of the City Commission of the City of Livingston, Montana, amending amending the budget for fiscal year 2021-2021, by making appropriation adjustments in the amount of \$1,165,750 and revenue adjustments in the amount of \$1,163,574.00.
 - * Kardoes gave opening statement
 - * Paige Fetterhoff made comments
 - * No public comments
 - * Nootz asked clarifying question
 - * Schwarz made comments
 - * Friedman motioned to approve, second by Mabie
All in favor, passes 5-0
- B. Resolution No. 4936: A Resolution of the City Commission of the City of Livingston, Montana, amending the boundaries of the Livingston Business Improvement District at the request of it's members as required by law. (00:27:04)
 - * Kardoes gave opening statement, received one letter of protest.
 - * Kristen Gailbraith made comments
 - * Patricia Grabow made comments
 - * Hoglund made comments
 - * Mabie made comments
 - * Courtney Lawellin made comments
 - * Schwarz made comments

* Friedman motioned to approve, with the amendment of removing Jovick's residential property as requested by protest. Second by Nootz
All in favor, passes 5-0.

C. Ordinance No. 2096: A Resolution of the City Commission of the City of Livingston, Montana, amending Article V. Section 2-73 Entitled Employee Holidays to the City of Livingston Holidays and amending section 2-73, A, 7 amending the second Monday in October from Columbus Day to Indigenous Peoples Day. (00:45:26)

- * Kardoes gave opening statement
 - * Patricia Grabow made comments
 - * Hogleund made comments
 - * Schwarz made comments
 - * Nootz made comments
 - * Schwarz motioned to approve, second by Hogleund.
- All in favor, passes 5-0.

D. Ordinance No. 2097: A Resolution of the City Commission of the City of Livingston, Montana, amending Article I, Article II, Article IV, Article V, Article VI, Chapter 30 of the Livingston Municipal Code, Entitled Zoning, as it pertains to Zoning setbacks and allowed encroachments. (00:57:43)

- * Kardoes gave opening statement
 - * Mathieu Menard made comments
 - * Hogleund asked clarifying question
 - * Schwarz made comments
 - * Nootz made comments
- All in favor, passes 5-0.

9 Ordinances:

10 Resolutions:

11 Action Item: (01:08:26)

A. Discuss: Accepting 2021 City Commission Meeting Schedule

- * Hogleund made comment
- * Nootz made comment
- Schwarz made motion to approve, second by Mabie
- All in favor, passes 5-0

B. Discuss/Approve/Deny: City Commissioners Assignment to City Boards and Committees. (01:13:18)

- * Discussed current Commissioner representation on City Boards.
- Mabie on Urban Renewal Agency
- Friedman on Tree Board
- Nootz on Planning Board
- Hogleund on Parks and Trails Board
- Schwarz on City/County Health Board, and Library board as non-voting member
- * Nootz motioned to approve, second by Schwarz.
- All in favor, passes 5-0.

C. Discuss City Attorney's Newsletter and State of Montana Municipal Records Retention Schedule. (01:17:42)

- * Courtney Lawellin gave opening statement
- * Hogleund made comments
- * Kardoes made recommendation to come back as a Resolution to adopt vs. Action item.
- * Nootz made comments
- Commission would like to see come back for consideration as a Resolution to adopt.

D. Discuss/Approve/Deny: Membership on City Conservation Board (01:26:41)

- * Kardoes gave opening statement
- * Hogleund made comments
- * Nootz made comment
- Friedman made motion to approve, second by Mabie.
- All in favor, passes 5-0.

5 minute recess (01:30:58)

E. Discuss/Approve/Deny: Planning Boards request for extension to the deadline of providing a Growth policy recommendation. (01:34:12)

- * Kardoes gave opening statement
- * Michelle Uberuaga made comment
- * Karrie Kahle made comment
- * Nootz made comment
- * Mabie made comment
- Mabie made motion to approve request for extension to timeline, second by Friedman
- All in favor, passes 5-0.

F. Discuss: Intervention Flowchart with Resources (01:40:48)

- * Kardoes gave opening statement
- * Courtney Lawelling made comments
- * Hogleund asked question
- * Karrie Kahle made comment
- * Nootz made comment
- * Hogleund made comment

12 City Manager Comments: (02:03:55)

- * None

13 City Commission Comments (02:04:04)

- * Nootz (02:04:05)
- * Mabie (02:05:09)
- * Friedman (02:05:32)
- * Schwarz (02:06:24)
- * Hoglund (02:06:48)

14 Adjournment 7:44 p.m. (02:09:34)

File Attachments for Item:

B. JUDGES MONTHLY REPORT FROM NOVEMBER 2020

**LIVINGSTON CITY COURT
FINANCIAL REPORT**

November
2020

Date PD Monthly Report Received from City of Livingston Finance Office 12/16/2020

Tickets/Criminal Complaints Cleared: **27**

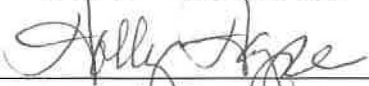
Dismissed-Plea Agreement:	3	
Dismissed-Pretrial Diversion/Deferred:	2	
Dismissed-Miscellaneous:	3	
Paid-Bond Forfeit/Fine:	17	\$1,925.00
Paid-Time Payments:	2	\$2,080.00
Warrant Fees:		
		Total
		\$4,005.00
		Parking Tickets:
		\$595.00
		Total:
		\$4,600.00

Surcharges/Costs/Fees:

MLEA Surcharge:		\$174.52	
TECH Surcharge:		\$180.00	
Victim/Witness Surcharge:		\$223.00	
MISD Surcharge:		\$195.00	
Court Costs:		\$30.00	
Public Defender Fee:			
Public Defender Fee:	\$	-	
Jury Fees	\$	-	
Interpreter	\$	-	
		Total	(\$802.52)

Total amount credited to City of Livingston General Fund: \$3,797.48

*I hereby certify that this is a true and correct statement of the amount of fines/fees/costs which were fully paid and credited with the Livingston City Court during the month of: **Nov. 2020***

Prepared by: 
Hon. Holly Happe
Livingston City Judge

Date: 12-29-2020

File Attachments for Item:

C. RATIFY CLAIMS PAID 01/01/2021-01/15/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ALL SERVICE TIRE & ALIGNMENT							
22	ALL SERVICE TIRE & ALIGNME	60846	ROTATION	12/28/2020	45.00	45.00	01/07/2021
Total ALL SERVICE TIRE & ALIGNMENT:					45.00	45.00	
ALPINE ELECTRONICS RADIO SHACK							
402	ALPINE ELECTRONICS RADIO	10268910	INK	12/29/2020	52.98	52.98	01/07/2021
Total ALPINE ELECTRONICS RADIO SHACK:					52.98	52.98	
BRIDGER ANALYTICAL LAB							
3820	BRIDGER ANALYTICAL LAB	2009435	Coliform/ E. Coli	09/24/2020	224.00	224.00	01/12/2021
Total BRIDGER ANALYTICAL LAB:					224.00	224.00	
BRUCE E. BECKER, P.C.							
10000	BRUCE E. BECKER, P.C.	2020.12.31	Contracted service	12/31/2020	752.50	752.50	01/12/2021
Total BRUCE E. BECKER, P.C.:					752.50	752.50	
CAROLINA SOFTWARE, Inc.							
3326	CAROLINA SOFTWARE, Inc.	78017	SOFTWARE SUPPORT	01/01/2021	500.00	500.00	01/07/2021
Total CAROLINA SOFTWARE, Inc.:					500.00	500.00	
CARQUEST AUTO PARTS							
23	CARQUEST AUTO PARTS	1912-495353	WORK LIGHT	12/23/2020	102.00	102.00	01/07/2021
23	CARQUEST AUTO PARTS	1912-495354	LIGHT	12/23/2020	68.00	68.00	01/07/2021
23	CARQUEST AUTO PARTS	1912-495354	LIGHT	12/23/2020	34.00	34.00	01/07/2021
23	CARQUEST AUTO PARTS	1912-495355	WORK LIGHT	12/23/2020	34.00	34.00	01/07/2021
23	CARQUEST AUTO PARTS	1912-496013	FLOOR MATS	01/04/2021	135.55	135.55	01/07/2021
23	CARQUEST AUTO PARTS	1912-496326	FILTERS	01/07/2021	30.78	30.78	01/12/2021
23	CARQUEST AUTO PARTS	1912-496351	tools	01/07/2021	62.67	62.67	01/12/2021
23	CARQUEST AUTO PARTS	1912-496395	ARGON	01/08/2021	123.49	123.49	01/12/2021
23	CARQUEST AUTO PARTS	1912-496553	HEADLIGHTS	01/11/2021	9.79	9.79	01/12/2021
Total CARQUEST AUTO PARTS:					600.28	600.28	
CASELLE							
3763	CASELLE	107128	APPLICATION SOFTWARE	01/01/2021	2,476.28	2,476.28	01/07/2021
3763	CASELLE	107128	APPLICATION SOFTWARE	01/01/2021	89.77	89.77	01/07/2021
3763	CASELLE	107128	APPLICATION SOFTWARE	01/01/2021	89.77	89.77	01/07/2021
3763	CASELLE	107128	APPLICATION SOFTWARE	01/01/2021	150.81	150.81	01/07/2021
3763	CASELLE	107128	APPLICATION SOFTWARE	01/01/2021	150.80	150.80	01/07/2021
3763	CASELLE	107128	APPLICATION SOFTWARE	01/01/2021	240.57	240.57	01/07/2021
Total CASELLE:					3,198.00	3,198.00	
CITY OF LIVINGSTON							
131	CITY OF LIVINGSTON	TK2020-0092	Bond Forfeiture - L. Kurschner	01/11/2021	1,190.00	1,190.00	01/14/2021
Total CITY OF LIVINGSTON:					1,190.00	1,190.00	
CLARKE'S CUSTOM IRON							
2788	CLARKE'S CUSTOM IRON	0002652	Memorial benches	12/30/2020	2,550.00	2,550.00	01/07/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CLARKE'S CUSTOM IRON:					2,550.00	2,550.00	
CNA SURETY							
2710	CNA SURETY	54803142N	Notary Public	01/01/2021	40.00	40.00	01/07/2021
2710	CNA SURETY	54803142N01	Notary Public	01/01/2021	52.00	52.00	01/07/2021
Total CNA SURETY:					92.00	92.00	
COFFMAN'S PEAK ELECTRIC, LLC							
3491	COFFMAN'S PEAK ELECTRIC, L	1894	LIGHTING	12/24/2020	379.00	379.00	01/07/2021
3491	COFFMAN'S PEAK ELECTRIC, L	1894	ELECTRICal and lighting	12/24/2020	1,680.00	1,680.00	01/07/2021
Total COFFMAN'S PEAK ELECTRIC, LLC:					2,059.00	2,059.00	
COMDATA							
2671	COMDATA	20350532	CG72P	01/01/2021	282.70	282.70	01/07/2021
2671	COMDATA	20350532	CG73C-PARKS	01/01/2021	548.86	548.86	01/07/2021
2671	COMDATA	20350532	CG73H	01/01/2021	61.24	61.24	01/07/2021
2671	COMDATA	20350532	CG73L SEWER	01/01/2021	346.78	346.78	01/07/2021
2671	COMDATA	20350532	CG73L SEWER	01/01/2021	22.90	22.90	01/07/2021
2671	COMDATA	20350532	CG73S-WATER	01/01/2021	491.23	491.23	01/07/2021
2671	COMDATA	20350532	CG74G-STREETS	01/01/2021	291.35	291.35	01/07/2021
Total COMDATA:					2,045.06	2,045.06	
ENVIRO-CLEAN INTERMOUNTAIN LLC							
3789	ENVIRO-CLEAN INTERMOUNTA	20-7455	elbow weldment	12/01/2020	1,571.14	1,571.14	01/07/2021
Total ENVIRO-CLEAN INTERMOUNTAIN LLC:					1,571.14	1,571.14	
FOUR CORNERS RECYCLING, LLC							
2919	FOUR CORNERS RECYCLING,	4741	Recycling Fees	12/01/2020	5,330.30	5,330.30	01/07/2021
2919	FOUR CORNERS RECYCLING,	4741	Recycling Fees CREDIT	12/01/2020	1,950.70-	1,950.70-	01/07/2021
Total FOUR CORNERS RECYCLING, LLC:					3,379.60	3,379.60	
FRONTLINE AG SOLUTIONS, LLC							
2516	FRONTLINE AG SOLUTIONS, LL	807207	snap ring	01/07/2021	13.48	13.48	01/12/2021
Total FRONTLINE AG SOLUTIONS, LLC:					13.48	13.48	
GATEWAY OFFICE SUPPLY							
54	GATEWAY OFFICE SUPPLY	50148	Office SupplieS-JUDGE	01/05/2021	37.85	37.85	01/07/2021
Total GATEWAY OFFICE SUPPLY:					37.85	37.85	
HAWKINS, INC							
470	HAWKINS, INC	4845279	NATURAL LDPE	12/11/2020	63.82	63.82	01/07/2021
470	HAWKINS, INC	4847808	EJECTOR	12/16/2020	444.07	444.07	01/07/2021
Total HAWKINS, INC:					507.89	507.89	
HOUSE OF CLEAN							
63	HOUSE OF CLEAN	274031-00	Supplies	01/11/2021	225.85	225.85	01/12/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total HOUSE OF CLEAN:					225.85	225.85	
INDUSTRIAL TOWEL							
102	INDUSTRIAL TOWEL	4824900	Civic Center Mats	12/03/2020	123.11	123.11	01/07/2021
102	INDUSTRIAL TOWEL	49721	110 s B	12/17/2020	36.90	36.90	01/07/2021
102	INDUSTRIAL TOWEL	4993900	110 s B	01/05/2021	42.10	42.10	01/12/2021
102	INDUSTRIAL TOWEL	50633	330 bennett	12/25/2020	45.50	45.50	01/07/2021
102	INDUSTRIAL TOWEL	5108300	Civic Center Mats	12/31/2020	123.11	123.11	01/07/2021
102	INDUSTRIAL TOWEL	51101	110 s B	12/31/2020	36.90	36.90	01/07/2021
102	INDUSTRIAL TOWEL	52051	330 bennett	01/08/2021	45.50	45.50	01/12/2021
Total INDUSTRIAL TOWEL:					453.12	453.12	
KARNATZ TREE SERVICE							
2001	KARNATZ TREE SERVICE	2021.1.1	Tree Removal	01/01/2021	100.00	100.00	01/07/2021
Total KARNATZ TREE SERVICE:					100.00	100.00	
KELLEY CONNECT							
10001	KELLEY CONNECT	IN760195	CIVIC CENTER PRINTER	12/03/2020	98.66	98.66	01/07/2021
Total KELLEY CONNECT:					98.66	98.66	
KEN'S EQUIPMENT REPAIR, INC							
1390	KEN'S EQUIPMENT REPAIR, IN	56405	VAC TRUCK	12/03/2020	713.95	713.95	01/12/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56422	JOHN DEER	12/04/2020	991.50	991.50	01/12/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56431	yard dog	12/08/2020	1,190.25	1,190.25	01/12/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56449	G-2	12/17/2020	865.90	865.90	01/12/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56478	410 L	12/16/2020	465.50	465.50	01/12/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56512	loader	12/23/2020	458.30	458.30	01/12/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56516	tinder	12/23/2020	830.00	830.00	01/12/2021
Total KEN'S EQUIPMENT REPAIR, INC:					5,515.40	5,515.40	
KENYON NOBLE							
776	KENYON NOBLE	8080899	MATERIALS	12/07/2020	77.94	77.94	01/07/2021
776	KENYON NOBLE	8081306	SCREEN	12/07/2020	19.58	19.58	01/07/2021
776	KENYON NOBLE	8083602	TOPRAIL SLEEVE	12/08/2020	12.45	12.45	01/07/2021
776	KENYON NOBLE	8091024	SIEEL	12/11/2020	47.24	47.24	01/07/2021
776	KENYON NOBLE	8094286	SIEEL STAKE	12/14/2020	6.29	6.29	01/07/2021
Total KENYON NOBLE:					163.50	163.50	
KOKOT, ABIGAIL							
3768	KOKOT, ABIGAIL	2020.12	VOLLEYBALL	12/31/2020	108.00	108.00	01/12/2021
Total KOKOT, ABIGAIL:					108.00	108.00	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	1798108	Water	12/02/2020	8.30	8.30	01/07/2021
2830	LEHRKIND'S COCA-COLA	1801892	Water	12/16/2020	42.05	42.05	01/07/2021
Total LEHRKIND'S COCA-COLA:					50.35	50.35	
MID-AMERICAN RESEARCH CHEMICAL							
10002	MID-AMERICAN RESEARCH CH	0719874-IN	SEWER SOLVENT	12/11/2020	544.47	544.47	01/07/2021

Report dates: 1/1/2021-1/15/2021

Jan 14, 2021 02:33PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MID-AMERICAN RESEARCH CHEMICAL:					544.47	544.47	
MIDWAY RENTAL, INC.							
3040	MIDWAY RENTAL, INC.	1501767-0001	Fuel filter seperator	01/07/2021	40.38	40.38	01/12/2021
3040	MIDWAY RENTAL, INC.	5-1296619	HEAT IN NEW SHOP	12/22/2020	222.50	222.50	01/07/2021
Total MIDWAY RENTAL, INC.:					262.88	262.88	
MISC							
99999	MISC	TK2018-0413	Bond Release - C. Post	01/06/2021	245.00	245.00	01/08/2021
99999	MISC	TK2020-0180	Bond Release - R. Swain	01/04/2021	185.00	185.00	01/08/2021
99999	MISC	TK2020-0286	Bond Release - E. McNamee	01/05/2021	1,090.00	1,090.00	01/08/2021
Total MISC:					1,520.00	1,520.00	
MONTANA LAW ENFORCEMENT ACADEMY							
642	MONTANA LAW ENFORCEMENT	20310	PSC BASIC	01/06/2021	250.00	250.00	01/12/2021
Total MONTANA LAW ENFORCEMENT ACADEMY:					250.00	250.00	
MONTANA RAIL LINK							
112	MONTANA RAIL LINK	458164	Agreement 600249	01/05/2021	733.50	733.50	01/12/2021
Total MONTANA RAIL LINK:					733.50	733.50	
MOUNTAIN AIR SPORTS							
34	MOUNTAIN AIR SPORTS	1292	SHIRTS	10/31/2020	120.00	120.00	01/07/2021
Total MOUNTAIN AIR SPORTS:					120.00	120.00	
MURDOCH'S RANCH & HOME SUPPLY							
3688	MURDOCH'S RANCH & HOME S	K01254/37	BOLT/NUTS/WASHERS	01/07/2021	14.87	14.87	01/12/2021
Total MURDOCH'S RANCH & HOME SUPPLY:					14.87	14.87	
NORTHWESTERN ENERGY							
151	NORTHWESTERN ENERGY	0708370-2	8th & Park Sprinklers	01/15/2019	6.29	6.29	01/07/2021
151	NORTHWESTERN ENERGY	0709877-5	200 E Reservoir (north side hill)	01/08/2019	708.09	708.09	01/07/2021
151	NORTHWESTERN ENERGY	0709880-9	200 River Drive - Pool	01/10/2019	87.77	87.77	01/07/2021
151	NORTHWESTERN ENERGY	0709881-7	229 River Drive - Civic Center	01/10/2019	1,379.09	1,379.09	01/07/2021
151	NORTHWESTERN ENERGY	0709882-5	229 River Drive - Pump Civic Cent	01/17/2019	15.35	15.35	01/07/2021
151	NORTHWESTERN ENERGY	0719271-9	601 Robin Lane - Well	01/09/2019	2,682.05	2,682.05	01/07/2021
151	NORTHWESTERN ENERGY	0719272-7	4 Billman Lane - Well	01/09/2019	1,563.56	1,563.56	01/07/2021
151	NORTHWESTERN ENERGY	0719358-4	Street Lights - Livingston	01/16/2019	3,647.16	3,647.16	01/07/2021
151	NORTHWESTERN ENERGY	0719373-3	229 River Drive	01/15/2019	9.88	9.88	01/07/2021
151	NORTHWESTERN ENERGY	0720113-0	229 River Drive - CC Building	01/10/2019	187.98	187.98	01/07/2021
151	NORTHWESTERN ENERGY	0720122-1	400 North M	01/15/2019	12.86	12.86	01/07/2021
151	NORTHWESTERN ENERGY	0802599-1	608 W Chinook	01/15/2019	61.60	61.60	01/07/2021
151	NORTHWESTERN ENERGY	0933715-5	710 W Callender	01/15/2019	56.87	56.87	01/07/2021
Total NORTHWESTERN ENERGY:					10,418.55	10,418.55	
OPPORTUNITY BANK OF MONTANA							
3519	OPPORTUNITY BANK OF MONT	2021.2.1	Office Rent	01/07/2021	1,775.00	1,775.00	01/07/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total OPPORTUNITY BANK OF MONTANA:					1,775.00	1,775.00	
OUTHOUSE HEATING & PLUMBING							
3551	OUTHOUSE HEATING & PLUMBI	3262	HEAT FOR SHOP	12/31/2020	2,500.00	2,500.00	01/07/2021
Total OUTHOUSE HEATING & PLUMBING:					2,500.00	2,500.00	
PARISI WESTERN PLUMBING & HEATING							
16	PARISI WESTERN PLUMBING &	T 54445	GENERATOR	01/11/2021	1,802.95	1,802.95	01/12/2021
Total PARISI WESTERN PLUMBING & HEATING:					1,802.95	1,802.95	
PARK COUNTY TREASURER - TECH							
1702	PARK COUNTY TREASURER - T	2020.12.28	DEC 2020 COLLECTIONS	12/28/2020	180.00	180.00	01/07/2021
Total PARK COUNTY TREASURER - TECH:					180.00	180.00	
PARK COUNTY TREASURER/M.L.E.A.							
2156	PARK COUNTY TREASURER/M.	2020.12.28	DEC 2020 COLLECTIONS	12/28/2020	174.52	174.52	01/07/2021
Total PARK COUNTY TREASURER/M.L.E.A.:					174.52	174.52	
PARK COUNTY VICTIM WITNESS							
1544	PARK COUNTY VICTIM WITNES	2020.12.28	DEC 2020 COLLECTIONS	12/28/2020	223.00	223.00	01/07/2021
Total PARK COUNTY VICTIM WITNESS:					223.00	223.00	
PRESTIGE WORLDWIDE TECHNOLOGIES LLC							
3807	PRESTIGE WORLDWIDE TECH	1379427	MATERIALS	12/23/2020	3,903.60	3,903.60	01/07/2021
Total PRESTIGE WORLDWIDE TECHNOLOGIES LLC:					3,903.60	3,903.60	
PUBWORKS							
3675	PUBWORKS	274-009	Annual support & ma	01/01/2021	602.00	602.00	01/07/2021
3675	PUBWORKS	274-009	Annual support & ma	01/01/2021	602.00	602.00	01/07/2021
3675	PUBWORKS	274-009	Annual support & ma	01/01/2021	602.00	602.00	01/07/2021
3675	PUBWORKS	274-009	Annual support & ma	01/01/2021	602.00	602.00	01/07/2021
Total PUBWORKS:					2,408.00	2,408.00	
REDSTONE LEASING							
3842	REDSTONE LEASING	21.2	Lease 28 OF 60	01/08/2021	203.07	203.07	01/07/2021
Total REDSTONE LEASING:					203.07	203.07	
REVIZE LLC							
2894	REVIZE LLC	10903	Website Services	01/03/2021	4,080.00	4,080.00	01/07/2021
Total REVIZE LLC:					4,080.00	4,080.00	
RIVERSIDE HARDWARE LLC							
3659	RIVERSIDE HARDWARE LLC	124586	TAPE	01/04/2021	27.98	27.98	01/07/2021
Total RIVERSIDE HARDWARE LLC:					27.98	27.98	

Report dates: 1/1/2021-1/15/2021

Jan 14, 2021 02:33PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SAFEGUARD BUSINESS SYSTEMS							
590	SAFEGUARD BUSINESS SYSTE	034371295	LASER SHEETS	12/31/2020	134.20	134.20	01/07/2021
Total SAFEGUARD BUSINESS SYSTEMS:					134.20	134.20	
SHI INTERNATIONAL CORP.							
2907	SHI INTERNATIONAL CORP.	B12843930	ACROBAT PROFESS-MENARD	01/07/2021	410.26	410.26	01/12/2021
Total SHI INTERNATIONAL CORP.:					410.26	410.26	
STAFFORD ANIMAL SHELTER							
1439	STAFFORD ANIMAL SHELTER	2020.12.7	NOV 2020 KENT CATS	12/07/2020	63.75	63.75	01/12/2021
1439	STAFFORD ANIMAL SHELTER	2020.12.7.1	NOV 2020	12/07/2020	1,366.25	1,366.25	01/12/2021
1439	STAFFORD ANIMAL SHELTER	2020.12.7.2	DEC 2020 KENT	12/07/2020	318.75	318.75	01/12/2021
1439	STAFFORD ANIMAL SHELTER	2020.12.7.3	DEC 2020	01/07/2021	1,406.25	1,406.25	01/12/2021
Total STAFFORD ANIMAL SHELTER:					3,155.00	3,155.00	
STORY DISTRIBUTING							
3353	STORY DISTRIBUTING	92472	Diesel 175g	12/17/2020	366.63	366.63	01/12/2021
3353	STORY DISTRIBUTING	92472	Diesel 75g	12/17/2020	176.93	176.93	01/12/2021
3353	STORY DISTRIBUTING	92508	Diesel 240G	12/31/2020	480.96	480.96	01/12/2021
3353	STORY DISTRIBUTING	92508	Diesel 103G	12/31/2020	235.77	235.77	01/12/2021
3353	STORY DISTRIBUTING	92531	Diesel 210G	12/24/2020	427.77	427.77	01/12/2021
3353	STORY DISTRIBUTING	92531	Diesel 90G	12/24/2020	208.71	208.71	01/12/2021
3353	STORY DISTRIBUTING	92600	Diesel 259G	01/07/2021	518.26	518.26	01/12/2021
3353	STORY DISTRIBUTING	92600	Diesel 111G	01/07/2021	258.52	258.52	01/12/2021
3353	STORY DISTRIBUTING	93588	Diesel 130G	12/04/2020	259.22	259.22	01/12/2021
3353	STORY DISTRIBUTING	93588	Diesel 90G	12/04/2020	206.01	206.01	01/12/2021
3353	STORY DISTRIBUTING	93654	Diesel 105G	12/10/2020	212.52	212.52	01/12/2021
3353	STORY DISTRIBUTING	93654	Diesel 45G	12/10/2020	104.36	104.36	01/12/2021
Total STORY DISTRIBUTING:					3,455.66	3,455.66	
THOMSON REUTERS - WEST							
2823	THOMSON REUTERS - WEST	843613488	Information Char	01/01/2021	303.50	303.50	01/07/2021
Total THOMSON REUTERS - WEST:					303.50	303.50	
TISCHLERBISE, INC.							
10000	TISCHLERBISE, INC.	2020.12.31	2019 IMPACT FEE STUDY	01/01/2021	177.81	177.81	01/07/2021
10000	TISCHLERBISE, INC.	2020.12.31	2019 IMPACT FEE STUDY	01/01/2021	208.51	208.51	01/07/2021
10000	TISCHLERBISE, INC.	2020.12.31	2019 IMPACT FEE STUDY	01/01/2021	195.29	195.29	01/07/2021
10000	TISCHLERBISE, INC.	2020.12.31	2019 IMPACT FEE STUDY	01/01/2021	809.31	809.31	01/07/2021
10000	TISCHLERBISE, INC.	2020.12.31	2019 IMPACT FEE STUDY	01/01/2021	1,400.30	1,400.30	01/07/2021
10000	TISCHLERBISE, INC.	2020.12.31	2019 IMPACT FEE STUDY	01/01/2021	1,472.78	1,472.78	01/07/2021
Total TISCHLERBISE, INC.:					4,264.00	4,264.00	
UTILITIES UNDERGROUND LOCATION							
3472	UTILITIES UNDERGROUND LO	0125089	Excavation Notifica	12/31/2020	41.86	41.86	01/12/2021
3472	UTILITIES UNDERGROUND LO	0125089	Excavation Notifica	12/31/2020	41.87	41.87	01/12/2021
3472	UTILITIES UNDERGROUND LO	0125089	Excavation Notifica	12/31/2020	41.87	41.87	01/12/2021
Total UTILITIES UNDERGROUND LOCATION:					125.60	125.60	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WHISTLER TOWING, LLC							
3237	WHISTLER TOWING, LLC	5104	2012 FREIGHTLINER	12/31/2020	209.35	209.35	01/07/2021
3237	WHISTLER TOWING, LLC	5151	2012 FREIGHTLINER	12/31/2020	1,166.20	1,166.20	01/07/2021
Total WHISTLER TOWING, LLC:					1,375.55	1,375.55	
WISPWEST.NET							
2087	WISPWEST.NET	2021.1.10	Internet	01/10/2021	50.12	50.12	01/07/2021
Total WISPWEST.NET:					50.12	50.12	
Grand Totals:					69,949.94	69,949.94	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

File Attachments for Item:

A. PROCLAMATION DECLARING APRIL 30, 2021, AS ARBOR DAY IN THE CITY OF LIVINGSTON, MONTANA.



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Dorel Hoglund, Chair of the City Commission
of the City of Livingston, Montana,
do hereby proclaim April 30, 2021, as

Arbor Day

In the City of Livingston, Montana, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 19th day of January, 2021
Chair: _____ **Attest:** _____



File Attachments for Item:

A. ORDINANCE NO. 2098: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE NO. 2041, 2049 AND 2055 AS CODIFIED BY CHAPTER 9 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED TRAFFIC AND VEHICLES.

ORDINANCE NO. 2098

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE NO. 2041, 2049 AND 2055 AS CODIFIED BY CHAPTER 9 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED TRAFFIC AND VEHICLES.

Preamble.

The purpose of this Ordinance is to amend the parking zones on the West side of the 200 Block of South Main to accommodate the demands of parking for businesses and the school’s demand for a loading zone and the changes needed to serve such demand.

WHEREAS, the City of Livingston adopted parking restrictions downtown; and

WHEREAS, the last change or amendments to such ordinance were April 3rd 2015; and

WHEREAS, in order to accommodate the changes in the adjacent area the Municipal Code requires updating.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Livingston, Montana, that Ordinances No. 2041, 2044 and 2055 as codified in Chapter 9 of the Livingston Municipal Code be and the same is hereby amended with additions underlined and deletions struck through, as follows:

SECTION I.

Chapter 9 – TRAFFIC AND VEHICLES

Section 9-246 Two (2) Hour Parking Zone.

A. Downtown Two (2) Hour Parking Zone

1. The following streets or portions of streets are designated as two (2) hour parking zones between the hours of nine (9) a.m. and five (5) p.m., except upon Sundays and legal holidays
 - a. B Street from Park Street to Lewis Street;
 - b. Third Street from Park Street to Callender Street;
 - c. West Lewis from Main to Third Street;

- d. West side of south Second Street from Lewis Street to the south line of Lot 10 in Block 94 of the Original Town site;
- e. East side of south Second Street from Lewis Street to Clark Street;
- f. Callender Street from Third Street to B Street;
- g. South side of east Callender Street from B Street east for three (3) parking places;
- h. North side of east Callender Street from B Street east two (2) parking spaces;
- i. The south side of Park Street from Third to B Street;
- j. East Lewis Street from Main Street to B Street;
- k. Main Street from Park Street to Clark Street;
- l. The West side of Main Street in front of Lots ~~1, 2, 3~~, 1 thru 10, of Block 111 (Between Clark and Geyser Streets) of the Original Town site to the City of Livingston, as well as a loading zone in front of Lots 12 and 13 for the dropping off and picking up of children;
- m. The Eastside of Main Street in front of Lots 29 and 30 of Block 110 of the Original Town site to the City of Livingston;
- n. Second Street from Park Street to Lewis Street;
- o. The north side of Clark Street from the alley between Main and B Streets to the alley between Main and Second Streets;
- p. The south side of Clark Street from the alley between Main and Second Street to Main Street;
- q. The south side of Geyser Street from the alley in the 100 Block of East Geyser to Main Street.

2. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

B. City-County Complex Two (2) Hour Parking Zone.

1. Designation of City-County Complex Parking Zone. The following lots, streets or portions of streets are designated as two-hour parking zones between the hours of nine (9) o'clock a.m. and five (5) o'clock p.m., except upon Sundays and legal holidays, as follows:

- a. The paved public parking lot immediately behind and adjacent to the City-County Complex;

- b. That portion of "D" Street running north from the alley between Callender Street and Lewis Street only on that side of "D" Street which is adjacent to and abuts the lots upon which the City-County Complex is situated;
- c. That portion of "E" Street running north from the alley between Callender Street and Lewis Street only on that side of "E" Street which is adjacent to and abuts the lots upon, which the City-County Complex is located; and
- d. Both sides of Callender Street between "D" Street and "E" Street which has not been zoned for fifteen-minute parking.

2. **3.** Parking Violations and Exceptions.

- a. It is a civil offense for any person. between the hours of eight (8) a.m. and five (5) p.m. on Monday through Friday, to park his or her vehicle in the City-County Complex designated two (2) hour parking zone in excess of two (2) hours per day on each and every day the parking restriction is in effect; the two (2) hour parking limitation is the total time allotment per day per vehicle thereby having the effect of preventing vehicles being moved to gain an additional two (2) hours of parking.
- b. Persons called for jury trial in any of the courts situated in the City-County Complex shall be exempted from the punishment set forth hereinafter upon written proof to the Clerk of the City Court that they were called for jury service at the date and time they received the citation for violating the two (2) hour parking zone.
- c. City or County employees that respond to an emergency shall be exempted from the punishment set forth hereinafter upon written proof to the Clerk of the City Court that they were responding to an emergency at the date and time they received the citation for violating the two (2) hour parking zone.
- d. Drivers of vehicles legally parking in a parking spot designated for official vehicles by the City-County Complex parking plan are also exempted from the regulations and punishment set forth herein.

3. Punishment. The civil penalty for violating subsection (B)(2)(a) shall be by fine only in the amount of Twenty Dollars (\$20.00) per violation.

C. Exception to Two-Hour Downtown Parking Zones. Persons, firms or entities are exempt from the requirements of this Section upon obtaining a permit authorized in [Section 9-248](#).

(Ord. 1543, 11/13/85; Ord. 1632, 11/89; Ord. 1733, 2/1/93; Ord. 1846, 1/6/97; Ord. 1901, 7/3/2000; Ord. 1910 § 1, 4/6/02; Ord. 1926 § 1 (part), 6/16/03; Ord. 1939 § 1 (part), 2/2/04; Ord.

1999, 3/3/08; Ord. No. 2009, § 1, 1/5/09; Ord. No. 2030, § 1, 5/2/11; Ord. No. [2042](#), § 1, 11/6/12; Ord. No. [2049](#), § 1, 3/18/14; Ord. No. [2055](#), § 1, 4/23/15

SECTION 2

Statutory Interpretation and Repealer:

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

SECTION 3

Severability:

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

SECTION 4

Savings Provision:

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

SECTION 5

Effective date:

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

PASSED by the City Commission of the City of Livingston, Montana, on first reading at regular session thereof held on the 15th day of December, 2020.

DOREL HOGLUND, CHAIR

ATTEST:

FAITH KINNICK
Recording Secretary

PASSED, ADOPTED, APPROVED, by the City Commission of the City of Livingston,
Montana, on a second reading at a regular session thereof held on the 19th day of January 2021.

DOREL HOGLUND, CHAIR

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY LAWELLIN
City Attorney

PUBLIC NOTICE

Notice is hereby given, a public hearing will be held by the Livingston City Commission on Tuesday, January 19, 2021, during a second reading of **ORDINANCE NO. 2098:** entitled **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE NO. 2041, 2049 AND 2055 AS CODIFIED BY CHAPTER 9 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED TRAFFIC AND VEHICLES.** This hearing will be conducted via Zoom. All interested persons are invited to attend and give their comments. To join this meeting <https://us02web.zoom.us>. Meeting ID 869 4912 5680 passcode 163038 or Call in at 1-669-900-6833. For additional information contact Faith Kinnick at 823-6002.

Please publish December 31, 2020 and January 8, 2021.

Faith Kinnick
City of Livingston
December 9, 2020

File Attachments for Item:

A. 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 600 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

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 19, 2021

File Attachments for Item:

B. 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.

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. 4937: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF IT'S INTENT TO ADOPT THE MONTANA LOCAL GOVERNMENT 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 OR ALL LISTED RECORDS SERIES, CREATED, USED, MAINTAINED, AND STORED BY THE CITY OF LIVINGSTON.

RESOLUTION NO. 4937

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF IT'S INTENT TO ADOPT THE MONTANA LOCAL GOVERNMENT 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 FOR ALL LISTED RECORDS SERIES, CREATED, USED, MAINTAINED, AND STORED BY THE CITY OF LIVINGSTON.

WHEREAS, it is in the best interest of the City of Livingston and its citizens to maintain a systematic records management program of creating, using, maintaining, storing, and eventually disposing of its records; and

WHEREAS, the City of Livingston already follows the Montana Secretary of State, Municipal Records Retention Schedule published by the Montana Local Government Records Committee City; and

WHEREAS, the City Commission discussed during a January 5, 2021, regular meeting, recognizing the need for having a records management policy/plan to ensure compliance with legal and operational requirements set forth by local, state, and federal regulations. The Commission directed staff to bring the item before them again for consideration in the form of a Resolution to adopt; and

WHEREAS, the Municipal Records Retention Schedule published by the Montana Local Government Records Committee is periodically updated to reflect changes in local, state, and federal regulations, as they pertain to recordkeeping requirements; and

NOW THEREFORE, IT IS HEREBY DECLARED: The City Commission of the City of Livingston hereby adopts the entire current Montana Local Government Records Committee Municipal Records Retention Schedule number 8 as the Municipal Records Retention Schedule and the entire current Montana Courts of Limited Jurisdiction Schedule 10 as the Municipal Court retention schedule.

APPROVED AND ADOPTED: this 19th day of January, 2021.

DOREL HOGLUND, CHAIR

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Clerk

COURTNEY JO LAWELLIN
City Attorney

File Attachments for Item:

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.

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.

WHEREAS, Livingston HealthCare (LHC) participates in the Adopt-A-Trail Program and has adopted both the Alpenglow and Myers' River View Trails, and they intend to apply for a Recreational Trails Program Grant, due February 1, 2021, for the improvement and paving of the trails adjacent to and included in LHC property; and

WHEREAS, the aforementioned trails are a part of the Livingston Parks and Trails system and for the benefit of the public, and parties desire to enter into an agreement defining the rights and responsibilities between the two of them; and

WHEREAS, The City of Livingston has the knowledge and training and equipment to assist with the maintenance of the trails on LHC property, if requested, and Livingston HealthCare desires to have the ability to pay the City for maintenance to LHC's part of the trail, when required.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Livingston, Montana, the City Manager is hereby authorized to enter into and execute a prospective Memorandum of Understanding with Livingston HealthCare, for the maintenance of the Trails on LHC property and LHC's payment of those maintenance costs.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 19th day of January, 2021.

DOREL HOGLUND - Chair

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

COURTNEY LAWELLIN
City Attorney

File Attachments for Item:

C. RESOLUTION NO. 4939: A RESOLUTION AUTHORIZING THE CM SIGN A GSA WITH BIG BEAR CONTRACTING FOR REMODEL CONSTRUCTION SERVICES AT THE NEW CITY HALL BUILDING LOCATED AT 220 E. PARK STREET.

RESOLUTION NO. 4939

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN GENERAL SERVICES AGREEMENT WITH BIG BEAR CONTRACTING FOR REMODELING CONSTRUCTION SERVICES AT THE NEW CITY HALL BUILDING LOCATED AT 220 E. PARK ST.

WHEREAS, Big Bear Contracting has estimated the cost of the remodel construction services at \$14,175.00 which does not include the price of paint or flooring 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 COP Construction, LLC, which document is attached hereto and incorporated herein as Exhibit A.

PASSED AND ADOPTED, by the City Commission of the City of Livingston, this 19th, day of January, 2021.

DOREL HOGLUND, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney

Big Bear Contracting
33 Sundance Drive
Livingston, MT 59047 US
(406)222-1905
cpinobigbear@gmail.com



Estimate

ADDRESS

City of Livingston
330 Bennett Street
Livingston, Mt 59047 USA

ESTIMATE # 1182

DATE 12/30/2020

EXPIRATION DATE 12/30/2020

ACTIVITY	QTY	RATE	AMOUNT
Services Remove and swap places for 2 doors in hall. Remove walls in sam/shannon/erica area as per discussion and drawing Remove cabinets and counters and set aside. Build new wall sheetrock and patch as necessary Add new 4x4 vinyl window in this area (patch stucco outside as close as possible as weather permits) Frame in and use door from demo are to make office at corner in northwest hallway. Relocate and add or delete electrical as necessary for these areas on print only. This is prepped and ready for paint and flooring by others. (we can get quote together for paint if you would like)	1	14,175.00	14,175.00

Thankyou for the opportunity to bid on your project **TOTAL** **\$14,175.00**

Accepted By Accepted Date

[Exhibit B]

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2021, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 414 East Callender Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and BIG BEAR CONTRACTING, a Contractor with its principal place of business located at 33 Sundance Drive Livingston Montana 59047 (hereinafter referred to as the “Contractor”; and together with the City, the “Parties”).

RECITALS:

- A. The City requires completion of the project commonly known as the “City Hall Remodel” (the “Project”). The Project is set forth and described in detail in the Contract Documents described in this Agreement; and
- B. 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 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 that the Contractor will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- 3. SCOPE OF WORK/SERVICES. Contractor shall complete all work as specified or indicated in the Bid Estimate and outlined in Activity. The Project for which the work shall be completed may be generally described as “City Hall Remodel.”

[Exhibit B]

- 4. CONTRACT DOCUMENTS. In addition to this Agreement, the contract documents shall consist of the Bid Estimate and listed Activity, all attachments and exhibits to the foregoing documents, the Construction and Compensation Schedule, all documents referenced in the foregoing documents, the Contractor’s bid, all issued addenda, all drawings and architectural documents, bonds, and insurance certifications as required (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.

Time of Performance:

- a. Contractor shall complete the Construction Project within **45** days of the agreed starting date. The various phases of the Construction Project shall be completed pursuant to the Construction and Compensation Schedule agreed to by the parties and incorporated herein by this reference. Time is of the essence of completion of all work and each phase of the Construction Project.

Compensation:

- b. City agreed to pay the Contractor for the project in an amount not to exceed \$14,175.00 to be paid in accordance with the, Construction and Compensation Schedule, attached hereto.

- c. If work not included within the original Scope of Work documents is requested by City, such additional work and the related compensation shall be agreed to in writing by both parties prior to commencement of the additional work (“Change Order”) pursuant to the Change of Work Specifications.

- d. Progress payments and final payment will be made only in accordance with the terms of the Construction and Compensation Schedule.

Inspection and Testing:

- e. City has the right to inspect and test any and all work performed by Contractor on the Construction Project. Contractor shall allow City and its agent’s access to the Construction Project at reasonable times and shall provide every reasonable facility for the purpose of such inspection and testing, including temporarily discontinuing portions

[Exhibit B]

of the work or uncovering or taking down portions of the finished work. Any inspection and testing performed by City and its agents is for the sole benefit of City and will be performed at its own expense.

f. Contractor shall, replace any material or correct any work found by City or its agents to be defective or otherwise not in compliance with the terms and conditions of this Agreement.

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 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.

[Exhibit B]

- d. The Contractor, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.
6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. The Contractor represents and warrants as follows:
- a. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Project 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 work.
 - d. It has reviewed the bid specifications, Exhibit A, and this Agreement and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.
 - e. It will complete the Project 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 if applicable:
- 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.

[Exhibit B]

- 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. The prevailing wage and fringe benefits rates for the current year are attached hereto and incorporated herein as Exhibit C.
- 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. PAYMENT.

- a. Subject to additions or deductions by change order, the Contractor shall perform his obligations under this agreement for the contract price of Fourteen Thousand One Hundred Seventy-Five and No/100 Dollars (\$14,175.00). Pay estimates submitted by Contractor must first be approved by the City or its designee prior to payment. All bills shall be submitted 11 days before the regularly scheduled meeting of the City Commission to the Livingston Finance Office at 110 South B Street, Livingston, Montana.
- 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.
- d. In the event this Agreement for public construction is in excess of \$5,000.00, the Contractor hereby acknowledges that this Agreement is subject to the public contractor's tax in the amount of 1% of the gross receipts received from the City and that the City is required by law to withhold said sum and to send said sum to the Montana Department of Revenue pursuant to Mont. Code Ann. § 15-50-206.

[Exhibit B]

- e. Pursuant to Mont. Code Ann. § 18-2-404(2), at least One Thousand and No/100 Dollars (\$1,000.00) of the total contract price shall be withheld until termination of this Agreement.

9. TERMINATION OF AGREEMENT.

- 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 two (2) 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.

10. 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.

[Exhibit B]

11. 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 \$750,000.00 per claim and \$1,500,000.00 for each occurrence. (Mont. Code Ann. § 2-9-108).
 - 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.

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

13. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.

14. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality

[Exhibit B]

or invalidity of said provision shall not affect the validity of the remainder of this Agreement.

15. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Project and supersedes all prior agreements and understandings between the Parties with respect to the Project.
16. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.
17. 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.
18. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
19. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of a 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.
20. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court,

[Exhibit B]

Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.

- 21. LIAISON. The designated liaison with the City is _____, who can be reached at (406) _____. The Contractor's liaison is _____, who can be reached at _____.
- 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. 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

City Manager

Name: _____

Its: _____

[Exhibit B]
[**Exhibit A**]

[**Contract Documents**]

[Exhibit B]
[**Exhibit B**]

[**Certificates of Insurance or Exemptions**]

[Exhibit B]
[Exhibit C]

[**Prevailing Wage and Fringe Benefits Document**]

File Attachments for Item:

B. DISCUSS: MEMBERSHIP REQUIREMENTS FOR INDIVIDUALS TO SERVE ON CITY PLANNING BOARD AS DEFINED IN MONTANA CODE ANNOTATED 76.1.221

Montana Code Annotated 2019

TITLE 76. LAND RESOURCES AND USE
CHAPTER 1. PLANNING BOARDS
Part 2. Membership

Membership Of City Planning Board

76-1-221. Membership of city planning board. (1) A city planning board shall consist of not less than seven members to be appointed as follows:

- (a) one member to be appointed by the city council from its membership;
 - (b) one member to be appointed by the city council, who may in the discretion of the city council be an employee or hold public office in the city or county in which the city is located;
 - (c) one member to be appointed by the mayor upon the designation by the county commissioners of the county in which the city is located;
 - (d) four citizen members to be appointed by the mayor, two of whom shall be resident freeholders within the urban area, if any, outside of the city limits over which the planning board has jurisdiction under this chapter and two of whom shall be resident freeholders within the city limits.
- (2) The clerk of the city council shall certify members appointed by its body. The certificates shall be sent to and become a part of the records of the planning board. The mayor shall make similar certification for the appointment of citizen members.

History: (1)En. Sec. 4, Ch. 246, L. 1957; amd. Sec. 1, Ch. 271, L. 1959; Sec. 11-3804, R.C.M. 1947; (2)En. Sec. 7, Ch. 246, L. 1957; Sec. 11-3807, R.C.M. 1947; R.C.M. 1947, 11-3804(part), 11-3807.

File Attachments for Item:

C. DISCUSS: CARES ACT REMAINING FUNDS

Reimbursement Cycle

	First Responder Wages & Benefits	Dispatch	Total
March 1 - May 31	327,382.00	-	327,382.00
June 1 - June 30	128,919.00	53,267.00	182,186.00
July 1 - August 31	269,799.00	36,023.50	305,822.50
September 1 - October 30	1,123,226.00	106,443.50	1,229,669.50
November 1 - December 30	381,397.00	85,087.50	466,484.50
TOTAL	<u>2,230,723.00</u>	<u>280,821.50</u>	<u>2,511,544.50</u>
Wages for 5th Cycle no longer eligible			(466,484.50)
Anticipated reimbursement			<u>2,045,060.00</u>
Already funded			
Air Quality Monitors			(1,750.00)
Parks & Trails Funding			(50,000.00)
LE Body Cameras			(50,000.00)
Warming Center			(22,000.00)
New City Building			(945,000.00)
ADA Compliant Website			(15,000.00)
Emerald Ash Borer Grant			(15,000.00)
LPD Radio Replacement			(50,000.00)
Bunker Gear			(80,000.00)
PC Housing Coalition			(50,000.00)
		TOTAL	<u>(1,278,750.00)</u>
	Funds Remaining		766,310.00

	Original Budget	Unbudgeted Revenue	Unanticipated Expenditures	Adjusted
Beginning Fund Balance	2,221,988.00			2,221,988.00
Budgeted Revenue	6,384,249.00	1,535,492.00		7,919,741.00
Budgeted Expenditures				
Personnel & Benefits	(3,901,507.00)			(3,901,507.00)
Operations	(1,180,943.00)			(1,180,943.00)
Capital	(342,180.00)		(1,418,750.00)	(1,760,930.00)
Debt Service	(9,163.00)			(9,163.00)
Other Financing Uses	(515,158.00)			(515,158.00)
Total Expenditures	<u>(5,948,951.00)</u>			<u>(7,367,701.00)</u>
Ending Fund Balance	2,657,286.00			2,774,028.00
Reserve as % of operating expenditures	52.3%			54.6%

Desired Reserve 47%
Results In
Available 372,803.00

Reserve if all CARES Act Reimbursements are Spent 40%

Select	Item	Cost	Chosen	Strategic Plan Reference
<input checked="" type="checkbox"/>	Air Quality Monitors x7	\$ 1,750.00	\$ 1,750.00	5.5
<input checked="" type="checkbox"/>	Parks & Trails Funding	\$ 50,000.00	\$ 50,000.00	5.5
<input checked="" type="checkbox"/>	LE Body Cameras	\$ 50,000.00	\$ 50,000.00	1.5.2; 5.1
<input checked="" type="checkbox"/>	Warming Center	\$ 11,000.00	\$ 11,000.00	5.3
<input type="checkbox"/>	Security Cameras	\$ 80,000.00	\$ -	1.5.2; 3.1
<input checked="" type="checkbox"/>	LPD Radio Replacement	\$ 50,000.00	\$ 50,000.00	3.14
<input checked="" type="checkbox"/>	Reserve Fire Bunker Gear	\$ 40,000.00	\$ 40,000.00	5.1
<input checked="" type="checkbox"/>	Park County Housing Coalition	\$ 50,000.00	\$ 50,000.00	5.3
<input checked="" type="checkbox"/>	Purchase State Building	\$ 945,000.00	\$ 945,000.00	1.4.2; 1.4.3; 2.1.1; 2.7; 3.1; 4.3
<input type="checkbox"/>	Furnish State Building	\$ 60,000.00	\$ -	
<input type="checkbox"/>	Upgrade State Building	\$ 50,000.00	\$ -	1.4.2; 1.5.2
<input type="checkbox"/>	Clean Air Shelter #1	\$ 10,000.00	\$ -	5
<input type="checkbox"/>	LPD Vehicle #1 (K9 Unit) Replacement	\$ 60,000.00	\$ -	
<input type="checkbox"/>	Fenced Dog Park (Location TBD)	\$ 50,000.00	\$ -	5.5
<input checked="" type="checkbox"/>	ADA Compliant Website/Gender Neutral Code	\$ 15,000.00	\$ 15,000.00	4.1; 4.3
<input checked="" type="checkbox"/>	Warming Center (Hoot Match)	\$ 11,000.00	\$ 11,000.00	5.3
<input type="checkbox"/>	Automatic Gate - Recycling Area	\$ 50,000.00	\$ -	5
<input type="checkbox"/>	Building Dept Vehicle Replacement	\$ 30,000.00	\$ -	
<input type="checkbox"/>	Clean Air Kits	\$ 1,000.00	\$ -	5
<input type="checkbox"/>	Path Repair (Hwy 10 to Depot Park)	\$ 10,000.00	\$ -	5.4
<input type="checkbox"/>	Star Road Facility Repairs/Storage Addition	\$ 40,000.00	\$ -	
<input type="checkbox"/>	Solar Array - State Building	\$ 80,000.00	\$ -	2.7
<input checked="" type="checkbox"/>	LFR Bunker Gear	\$ 40,000.00	\$ 40,000.00	5.1
<input type="checkbox"/>	Police Vehicle #2 Replacement	\$ 50,000.00	\$ -	
<input type="checkbox"/>	Sacajawea Park Improvements	\$ 50,000.00	\$ -	5.5
<input type="checkbox"/>	Wellness Center Architects (Update Design)	\$ 5,000.00	\$ -	3.7
<input type="checkbox"/>	NWE Parking Lot (Next to Mark's)	\$ 75,000.00	\$ -	5.4
<input type="checkbox"/>	Floating Islands (Lagoon water improvement)	\$ 100,000.00	\$ -	5.5
<input type="checkbox"/>	ADA Pedestrian/Bike Crossings	\$ 60,000.00	\$ -	5.4
<input checked="" type="checkbox"/>	Emerald Ash Borer (Grant Match)	\$ 15,000.00	\$ 15,000.00	5.5
<input type="checkbox"/>	LBID (Downtown Improvements)	\$ 20,000.00	\$ -	
<input type="checkbox"/>	Civic Center Acoustics	\$ 55,700.00	\$ -	4.2
<input type="checkbox"/>	Social Worker	\$ 300,000.00	\$ -	
<input type="checkbox"/>		\$ -	\$ -	
<input type="checkbox"/>		\$ -	\$ -	
<input type="checkbox"/>		\$ -	\$ -	
<input type="checkbox"/>		\$ -	\$ -	
<input type="checkbox"/>		\$ -	\$ -	
<input type="checkbox"/>		\$ -	\$ -	
<input type="checkbox"/>		\$ -	\$ -	
		\$ 2,515,450.00	\$ 1,278,750.00	

Available Funds
\$ 1,651,553.00

Items Chosen
\$ 1,278,750.00

Funds Remaining
\$ 372,803.00

Allocated

Recommended

File Attachments for Item:

. A. FEBRUARY 2021 CALENDER

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:

. B. ANNUAL REPORT FROM PARKS AND TRAILS COMMITTEE

Livingston Parks & Trails Committee 2020 Report to City Commission

January 5, 2021

Significant Ongoing Activities

- **Trails and Active Transportation Plan**: The Trails and Active Transportation Plan is the most significant project moving forward. The Committee has advocated for a trails plan for quite some time as a way to identify, recognize, promote and secure funding for community priorities, take advantage of development opportunities, and secure community support and dedicated funding. The RFP was noticed in December, with proposals due January 8th. We will participate in the plan development with City Planning and Public Works departments and expect to conduct a robust public involvement process. That plan may be completed in 2021 but could extend into 2022.
- **Parks and Trails System Signing and Branding**: The significant increase in people using our parks and trails during COVID restrictions highlighted the need for consistent parks and trails signage. The Committee intends to pursue developing such signs in 2021 along with system-wide branding that would easily identify the City's outdoor recreational assets.
- **Parks Plans**: The Committee is interested in developing individual plans for the various city parks that would include outreach to neighbors and the larger community. This will be a multi-year process.
- **Funding**: The Committee took an active role in developing ideas for funding community parks and trails, including having a meeting with the Trust for Public Lands. TPL subsequently developed a Technical Assistance Agreement that will be considered by the City and presented to the Commission shortly, with the goal of helping the City identify feasibility of various trails and park funding mechanisms. We met with Gallatin Valley Land Trust and Park County Environmental Council about developing additional partnerships and funding opportunities and are considering options for applying for grants in 2021 to fund identified trail priorities.
- **Adopt A Trail/Park**: This fall, we revised the Adopt A Trail/Park program to provide team accountability (regular reporting) and opportunity for recognition (signage). Existing teams have re-applied under the new program. We added two new Adopt-A-Trail teams to help clean up Sacajawea Trail from 9th St. to the end at the ball fields. We would like to develop Adopt A Trail/Park recognition signs in 2021.
- **Dog Park**: A Committee member developed a three-phase proposal for a fenced dog park at Reservoir Park, a location originally suggested in the Parks & Trails Master Plan. She has received commitments of funding, fencing and help with development and maintenance, and the Committee is exploring ideas for initiating this project and funding ongoing maintenance and improvements.

Other significant projects already addressed by the City Commission

- **Policy for Naming Parks, Trails and Recreation Facilities**: The Commission adopted our recommended policy in December.
- **Growth Policy**: We submitted five sets of comments during the ongoing development of the Livingston growth policy and will maintain our involvement in the process.

We had significant community involvement in 2020:

- PHS and LYBSA met with us in January to discuss challenges associated with **managing the ballfields**. We expect to identify a possible Committee role and conduct additional outreach to **sports park partners** in 2021, in conjunction with the Recreation Dept. and Public Works.
- We received a presentation in February on a proposal to develop a **local disc golf course**. That proposal is currently on hold until in-person outreach can be pursued safely.
- Two Committee members spoke with the Invasive Species Action Network in September about actions we could take to elevate **weed education and management** along our trails and in our parks. We intend to make this a focus of **Trails Day 2021**.
- The Committee conducted a field visit in October with Rod Lee about his interest in asking the City to **abandon** part of **North 11th Street** in an area where the P&TC has previously explored trail options. We agreed to continue consideration of opportunities to locate trails in the area. This could be addressed in the **Trails and AT Plan**.
- Two Committee members spoke with Andrew Field (PFL) in November about a possible **trail to the PFL campus**. This could also be addressed in the **Trails and AT Plan**.
- We supported LHC's grant request to **pave Alpenglow** Trail to meet ADA requirements and create two ADA-accessible parking spots at the parking lot. That request was not successful; we will be supporting an amended effort in 2021.
- We have been in close contact with members of the **Tree Board** to coordinate work along trails and in parks and will continue that work in 2021.
- We worked with Public Works to have the **Moja Dog Park** sign reinstalled along with signs reminding people the area is off leash and to clean up after their dogs. Future public use of **Mayors Landing** needs to be explored with residents in 2021. This could be part of our Parks Planning effort.

We communicated and coordinated with Park County:

- We submitted comments to the **Park County Commissioners** in November about a proposed **abandonment of the Grandview Blvd.** county road/ROW, noting local resident interest in accessing Sacket Park and the City of Livingston property nearby. We will continue to monitor this request.
- We presented select committee priorities and ongoing projects to the **Fairgrounds and Parks Board** in November, identifying several areas where cooperation among our two boards could occur, including the **Trails and AT Plan, north side trails, a bike track and historic trail development**. One such project is the **Bozeman Trail**, for which there is currently a multi-state effort to gain recognition; a committee member met with a local resident about development of the Bozeman Trail and we subsequently received a significant cache of associated materials from her.
- We will continue to research the **history of Livingston's parks, trails and islands**. We supported Yellowstone Gateway Museum's successful Montana History Grant request to archivally preserve Warren McGee's collection of railroad and Montana history research materials. This follows our receipt of a McGee notebook of notes and photographs documenting some of the development of Sacajawea Park, Mayors Landing, Miles Park and other projects.

Other projects:

- We are considering opportunities to repair and repaint the **bandshell**.
- We reached out to landowners about **Green Acres** park after city annexation.
- We continue to participate in **LiveWell 49** meetings.
- We continue to distribute our **parks and trails map**, which was printed in the summer visitor guide.
- We continually engage in **social media** which generates substantial support.

File Attachments for Item:

. C. ANNUAL REPORT FROM CITY PLANNING BOARD

From: Livingston Planning Board

December 18, 2020

To: Livingston City Commission

Subject: 2020 Accomplishment Report to the Commission – Livingston Planning Board

As experienced by the rest of the community, 2020 can be best described as a year of uncertainty for the Planning Board. As a result, tangible accomplishments were few. However, now that a Draft Growth Policy has been delivered, the Board is optimistically focused on the year ahead. The following outlines 2020 details by quarter and some thoughts on 2021:

First Quarter: The year started with the unexpected resignation of two of its “citizen members” and the need to quickly fill multiple vacancies. This loss of continuity required some temporary obstacles, but members quickly stepped-up to fill officer vacancies and begin the work to build a new team. Some members of the Board were able to participate in the January “Lunch and Learn – City Boards and Committees” with Burton to hear of the latest status of the Growth Policy and provide some initial feedback.

Second Quarter: As COVID-19 began to spread, a couple of Planning Board meetings were cancelled as the City focused on this emerging threat to the local community. Board meetings eventually resumed through the use of Zoom (thanks to Faith for all the help), but that took some time to get used to. In June, Burton held (two times on the same day) “Community Meetings” with the stated intent of allowing the community to “hear a status update on the Growth Policy process and continue the discussion about the future of Livingston.” Some Board members attended and learned that in addition to the update that Burton was also soliciting input on the Extraterritorial Jurisdiction Territory (EJT). Realizing the high level of community interest on this topic, the Board worked with the City to extend the deadline for inputs on this EJT from two to six weeks and add an additional discussion session for the community via Zoom.

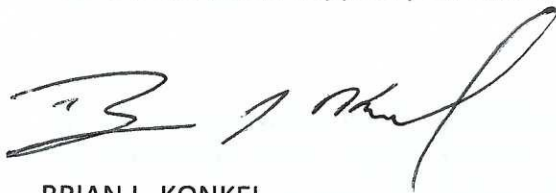
Third Quarter: Mathieu Menard was hired as Deputy Planning Director, and his presence at Planning Board meetings, availability for questions, and insights has been extremely helpful. The Growth Policy Community Profile was made available for public comment, and multiple members of the Board provided several written comments directly to Burton. Much of the quarter was spent discussing the upcoming meeting strategy (the when, where, how) on conducting the Growth Policy Public Hearings as required by Montana Code Annotated.

Fourth Quarter: The County Representative to the City Board, Frank O’Conner, resigned because he moved households and no longer met the eligibility requirements to serve in this capacity. A new County Representative, Taya Cromley, was appointed in December and the Board looks forward to making her a core member of the planning team. The 355-page Growth Policy was delivered and made available to both the community and Board on October 21st. Since that time, the Board has been reviewing the document and conducting four Growth Policy Public Hearings. As of this date, the Board

plans to request the City Commission extend the Board’s deadline for a Growth Policy recommendation as a January 2021 City Commission meeting agenda item. It is the Board’s opinion that it will need to spend more time reviewing and making recommended document edits before providing a final recommendation to the Commission. Finally, the Board plans to make a recommendation to fill the vacancies of two “citizen members,” whose term expire at the end of the year.

Moving into 2021, there will most likely be a little bit of a transition period as new members are onboarded and the election of officers takes place. The Board intends to continue to work with the community, City Staff, and Commission to help ensure a new Growth Policy can be delivered and utilized for effective planning in the future. Once finalized, it is the Board’s hope that the Commission will take the highest priority items and assign those to the various City Staffs and Boards to begin the more detailed work and analysis required to provide actionable recommendations to the City Commission. The Board hopes to be an integral part of that process.

As always, please feel free to contact the Board if you have any questions or have any suggestions on how we can better support your efforts.



BRIAN L. KONKEL
Chair, Livingston Planning Board

File Attachments for Item:

. D. ANNUAL REPORT FROM CITY PLANNING BOARD

Livingston Tree Board 2020 Summary and 2021 Goals

2020 Accomplishments

- Organized and hosted Arbor Day tree planting event at Green Acres Park in July. The city received a \$750 grant from Montana DNRC that paid for two linden trees planted near benches at the edge of the park. People from the neighborhood attended.
- Assisted with donation of five trees by local photographer Tom Murphy. Worked with Tom and Public Works to plan the planting locations in Miles and Sacajawea parks, dig the holes, plant and water the trees and install mulch and deer fencing. Tree Board press release resulted in story in the Livingston Enterprise about the opportunity for residents to donate trees.
- Completed revision of tree ordinance, leading to passage of the updated ordinance in December.
- Drafted 17-page preliminary plan for emerald ash borer that lays out scenarios for saving park and boulevard ash trees with insecticide versus removing dead trees, and includes proactive management strategies.

2021 Goals and Priorities

- Emerald ash borer plan: review staff feedback and present revised draft to the Commission. Take input from Commission and staff to create an actionable plan.
- Recommend improved information for the Tree Board website, including updated list of recommended and prohibited trees for boulevards.
- Assist with grants and planting of new trees. Pending grant for several trees in Bozeman Park near Mark's In & Out. Apply for Arbor Day grant. Explore other planting projects that could involve community volunteers.
- Draft a municipal tree management plan.
- Explore ways that volunteers can help grow Livingston's capacity for planting and caring for trees in parks and boulevards. The Tree Board is increasingly hearing from residents about a desire to help with trees.
- Assist with outreach to residents about NorthWestern Energy program for replacing severely pruned trees, including ash trees, under power lines.
- Explore update to the tree inventory.

File Attachments for Item:

- . E. ANNUAL REPORT FROM LIVINGSTON ZONING COMMISSION**

Livingston Zoning Commission
Report to the City Commission
December 29, 2020

Activities in 2020

- 1. The Zoning Commission met monthly, except for April and May; subsequent meetings were via Zoom
- 2. The **Growth Policy**: Two reports and public comment sent to Burton with our recommendations
- 3. **Large Format Retail** research and draft ordinance development
- 4. **ADU Ordinance** – 2 public hearings, Ordinance was passed and forwarded to the City Commission
- 5. **Adopted Zoning** for Green Acres, passed one additional Zoning request
- 6. Several **Language change approvals in the Zoning Ordinance** including Setback language

Anticipated work in 2021

- 1. Completion of the Large Format Retail ordinance
 - a. Parking, and landscaping
 - b. Site Planning, building size and location
- 2. Revisit the City Zoning categories and map
 - a. Possible new Zoning category: **Freeway Commercial** for the 89 South Freeway exchange area
 - b. Refinement of the Highway Commercial Zone
 - c. Define and locate several additional Neighborhood Commercial areas
 - d. Develop Gateway Overlay planning districts
- 3. Measures to increase density in the city core
 - a. Expand allowable housing types (Housing in the Middle), in R-II areas.
 - i. Courtyard houses, ADUs, Medium Density types,
 - b. Encourage “15 Minute City” planning principles
 - i. Locate, define and Zone several Neighborhood Commercial locations
 - c. Encourage Mixed Use buildings with apartments in the commercial core and along Park Street
 - i. Address the need for additional parking in the downtown area
 - ii. Require all new commercial buildings to be placed adjacent to the street with parking and landscape buffers in the rear.

We are happy to visit with the City Commission about these ideas and to receive additional direction.

Best wishes in 2021!



Jim Baerg, Chair

Livingston Zoning Commission