



# Livingston City Commission Agenda

April 06, 2021

5:30 PM

Via Zoom

<https://us02web.zoom.us/j/89020931586?pwd=VkU5OTA3bTUwTjJSaWVUa05tV25BQT09>

MEETING ID: 890 2093 1586

PASSCODE: 676846

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 MARCH 16, 2021, REGULAR MEETING. PG. 4**
- B. ACCEPT JUDGE'S MONTHLY REPORT FEBRUARY 2021. PG. 9**
- C. RATIFY CLAIMS PAID 03/02/2021-03/31/2021. PG. 11**
- D. APPROVE AMERICAN LEGION'S APPLICATION FOR HANDICAP PARKING SPACE. PG. 33**
- E. ACCEPT RON NEMETZ APPLICATION FOR RE-APPOINTMENT TO THE HISTORIC PRESERVATION COMMISSION TO SERVE A 3 YEAR TERM. PG. 36**
- F. ACCEPT CLAY BOLT'S APPLICATION TO PARKS & TRAILS COMMITTEE TO SERVE A THREE (3) YEAR TERM. PG. 41**
- G. ACCEPT APPLICATION TO LIVINGSTON TBID BOARD OF TRUSTEES FROM ANGELA ZINDLER, REPRESENTING THE SUPER 8, TO FILL A VACANCY OCCURING DURING AN UNEXPIRED TERM, ENDING DECEMBER 2024. PG. 43**
- H. ACCEPT APPLICATION TO LIVINGSTON TBID BOARD OF TRUSTEES FROM CARLA MITTLESTEADER, REPRESENTING THE TRAVEL LODGE, TO FILL A VACANCY OCCURING DURING AN UNEXPIRED TERM, ENDING DECEMBER 2023. PG. 45**

5. Proclamations

6. Scheduled Public Comment

7. Public Hearings

- A. ORDINANCE NO. 3003: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE II, ARTICLE IV and ARTICLE V, CHAPTER 30 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED ZONING AS IT PERTAINS TO TEXT AMENDMENTS REGARDING MARIJUANA PRODUCTION FACILITY, HEALTH AND EXERCISE ESTABLISHMENT, RETAIL, AND LARGE-SCALE RETAIL. PG. 47**

**B. ORDINANCE NO. 3004: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE NO. 1870 AS CODIFIED BY CHAPTER 2, SECTION 110 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED SITE PLAN REVIEW.**

**PG. 84**

8. Ordinances

9. Resolutions

**A. RESOLUTION NO. 4955: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON AUTHORIZING THE CITY MANAGER TO A GENERAL SERVICES AGREEMENT WITH WESTERN MUNICIPAL CONSTRUCTION, INC. FOR CONSTRUCTION OF THE 2021 5TH STREET SEWER MAIN IMPROVEMENTS PROJECT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT TO INCLUDE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY.**

**PG. 90**

**B. RESOLUTION NO. 4956: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, IMPOSING A RATE FOR COLLECTION AND DISPOSAL OF GREEN WASTE IN THE AMOUNT OF \$6.00 PER MONTH PER RESIDENTIAL CUSTOMER PER GREEN WASTE CONTAINER, A \$3.00 PER MONTH ADMINISTRATIVE FEE, AND THE IMPLEMENTATION OF THE GREEN CAN PROGRAM.**

**PG. 107**

**C. RESOLUTION NO. 4957: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON AUTHORIZING THE CITY MANAGER TO A GENERAL SERVICES AGREEMENT WITH TD&H ENGINEERING, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE 2021 5TH STREET SEWER MAIN IMPROVEMENTS PROJECT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT TO INCLUDE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY.**

**PG. 114**

10. Action Items

11. City Manager Comment

12. City Commission Comments

13. Adjournment

### Calendar of Events

**APRIL 2021 CALENDAR**

**PG. 119**

### Supplemental Material

**A. LEGAL NOTICE OF PUBLIC HEARINGS BEFORE CITY ZONING COMMISSION.**

**PG. 121**

**B. RECRUITMENT NOTICE FOR HISTORIC PRESERVATION COMMISSION**

**PG. 123**

### 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 MARCH 16, 2021, REGULAR MEETING.**

**LIVINGSTON CITY COMMISSION REGULAR MEETING MINUTES**

**Tuesday, March 16 2021 5:30 p.m.**

**Zoom Online Meeting ID: 895 5409 1690**

**1 Call to Order**

**2 Roll Call**

**Commissioners in attendance: Chair Hoglund, Vice-Chair Schwarz, Friedman, Mabie and Nootz were present. Staff members present were Michael Kardoos, Faith Kinnick, Courtney Lawellin Mathieu Menard, and Shannon Holmes.**

**3 Public Comment: (00:01:10)**

- \* Falisha Kaufman made public comment**
- \* Leslie Feigle made public comment**
- \* Bob Segil made public comment**
- \* Sarah Stands made public comment**
- \* Dave Pauler made public comment**

**Discussion amongst Commission to move Action items up on the agenda, since there are so many individuals waiting on the meeting to comment. Decision to do Proclamations, Scheduled Public Comment, then action items. All in favor**

**4 Consent Items: (00:18:02)**

- A. Approve minutes from March 2, 2021, regular meeting.**
- B. Ratify claims paid 02/16/2021-02/31/2021**  
**Mabie motioned, second by Schwarz**  
**All in favor, motion passes 5-0.**

**5 Proclamations: (00:18:45)**

- A. Public Safety Communication Officers week April 11-17, 2021**
- B. Proclamation of the City Commission, recognizing the service and Contributions of the Yellowstone Bend Citizens Council.**

**6 Scheduled Public Comment: (00:24:22)**

- A. John Juras and Nicole Rediske of TD&H Engineering, presents the 2021 Wastewater Collection System: Inflow and Infiltration Study Preliminary Engineering Report**
  - \* Kardoos turned presentation over to TD&H**
  - \* Nootz made comments**
  - \* Nootz asked clarifying questions**
  - \* Shannon Holmes made comments**
  - \* Hoglund asked clarifying questions**
  - \* Schwarz made comments**

**7 Action Items: (00:58:36)**

- A. Discuss/Approve/Deny: Sending 2021 CPACE Letter of Support to the Montana State Legislature.**
  - \* Kardoos gave opening statement**
  - \* Patricia Grabow made comment**
  - \* Sarah Stands made comment**
  - \* Rick VanAken made comment**
  - \* Leslie Feigle made comment**
  - \* Lauren Dalzell made comment**
  - \* Schwarz made comment**
  - \* Nootz made comment**
  - \* Hoglund made comment**
  - Nootz made motion, second by Schwarz**

All in favor, motion passes 5-0.

**B. Discuss/Approve/Deny: Approve purchasing 100' flag pole for Sacajewa Park Triangle Garden. (01:16:01)**

- \* Kardoes gave opening statement
- \* Hogleund gave overview about feedback received
- \* Nootz gave overview of feedback received
- \* Schwarz gave overview of his feedback received

**\* 5 minute recess (01:35:33)**

- \* Friedman gave overview of feedback received
- \* Mabie gave overview of feedback received
- \* Larry Stephenson made comment (01:37:40)
- \* Kim Burgess made comment (01:41:45)
- \* Leslie Feigle made comment (01:44:59)
- \* George Borneman made comment (01:48:40)
- \* Andy Mitchell made comment (01:51:03)
- \* Daniella Love made comment (01:53:51)
- \* Patricia Grabow made comment (01:58:22)
- \* Jack Luther made comment (02:02:49)
- \* Mike Innman made comment (02:04:27)
- \* Ed Gilbert made comment (02:07:42)
- \* Mark Lighthiser made comment (02:08:08)
- \* David Palmer made comment (02:14:05)
- \* Scott Kautzman made comment (02:15:45)
- \* Bill Juhnke made comment (02:18:16)
- \* John Holmquist made comment (02:23:16)
- \* Theresa Layman made comment (02:25:02)
- \* Schwarz made comment (02:29:56)
- \* Friedman made comment (02:31:48)
- \* Nootz made comment (02:33:31)
- \* Mabie made comment (02:36:49)
- \* Hogleund made comment (02:39:24)

Mabie motioned to postpone topic for more discussion, sending topic to Parks and Trails Committee, and get community members to engage and provide more feedback, and additional recommendation from Conservation Board. No vote taken.

**\* Motion to extend the meeting, all in favor, and 5 minute break (02:58:01)**

**8 Public Hearings: (02:59:40)**

**A. Resolution No. 4941: A Resolution of the City of Livingston, Montana, annexing certain land which is contiguous to the City of Livingston and described as 1 Pronghorn Drive and 5 Pronghorn Drive.**

- \* Courtney Lawellin gave opening statements
  - \* No public comments
  - \* Mabie made comments
  - \* Nootz made comments
  - \* Hogleund made comments
  - \* Friedman motioned, second by Mabie
- All in favor, motion passes, 5-0

**B. Resolution No. 4946: A Resolution of the City Commission annexing certain land which is contiguous to the City of Livingston and is described as 5 Rogers Lane. (03:07:50)**

- \* Courtney Lawellin gave opening statements
- \* Steve Woodruff made comments
- \* Michelle Uberuaga made comments
- \* Nootz made comment

- \* Schwarz made comment
  - \* Hogleund made comment
  - \* Shannon Holmes made comment
  - \* Motion by Friedman, second by Mabie
- All in favor, motion passes 5-0.

**9 Ordinances: (03:29:36)**

- A. Ordinance No. 3005: An Ordinance of the City Commission of the City of Livingston, Montana, amending the Livingston Municipal Code, to modify any masculine and feminine language to general neutral pronouns.**
- \* Kardoes gave opening statements
  - \* No public comments
  - \* Schwarz made comments
  - \* Nootz made comments
  - \* Hogleund made comments
  - \* Friedman motioned, second by Hogleund
- All in favor, passes 5-0.

**10 Resolutions: (03:36:10)**

- A. Resolution No. 4950: A Resolution of the City Commission of the City of Livingston, Montana, authorizing the City Manager to sign an agreement with the Montana Historic Preservation Office for grant for local historic preservation for the period of April 1, 2021-March 31, 2022.**
- \* Kardoes gave opening statement
  - \* No public comment
  - \* Schwarz made comments
  - \* Friedman motioned, second by Schwarz
- All in favor, motion passes 5-0.

- B. Resolution No. 4951: A Resolution of the City Commission of the City of Livingston, Montana, accepting the infiltration and Inflow study from TD&H Engineering from and to committ the use of contingency funds as necessary. (03:38:22)**
- \* Kardoes gave opening statement
  - \* No public comment
  - \* Nootz made comments
  - \* Schwarz made comments
  - \* Friedman motioned, second by Mabie
- All in favor, motion passes 5-0.

- C. Resolution No. 4952: A Resolution of the City Commission of the City of Livingston, Montana, authorizing the City Manager to sign a Professional Services Agreement with TD&H Engineering Inc., for engineering services for the Green Acres Subdivision wastewater collection study, and authorizing the City Manager to execute the agreement to include the use of contingency funds as deemed necessary. (03:40:52)**
- \* Kardoes gave opening statement
  - \* No public comment
  - \* Nootz made comments
  - \* Hogleund asked clarifying questions
  - \* Holmes made comments
- Friedman made motion, second by Mabie  
All in favor, motion passes 5-0.

- D. Resolution No. 4953: A Resolution of the City Commission of the City of Livingston, Montana, authorizing the City Manager to sign an agreement with Montana Dept of Transportation defining the rights and responsibilities for the repair and maintainence of the City's Urban Routes. (03:47:17)**
- \* Kardoes gave opening statement

- \* No public comment
  - \* Holmes made comments
  - \* Nootz made comments
  - \* Schwarz made comments
- Friedman made motion, Second by Schwarz  
All in favor, motion passes 5-0.

**E. Resolution No. 4954: A Resolution of the City Commission of the City of Livingston, Montana, authorizing the City Manager to sign an addendum to the professional services agreement with TD&H Engineering, Inc. extending their contract for the fiscal year 2022. (03:53:19)**

- \* Kardoes gave opening statement
  - \* No public comment
  - \* Holmes made comments
  - \* Nootz made comments
  - \* Schwarz made comments
  - \* Hogleund made comments
- Schwarz made motion, Second by Friedman  
All in favor, motion passes 5-0.

**11 City Manager Comments: (03:56:49)**

- \* Notified the Commission the Annual Climate Survey has been completed, time not to schedule a closed session.
- \* Provided Commission with feedback received from a private citizen regarding conduct with Officer Ormiston and his engagement with the youth at the skate park. Discussion amongst Commission. Scheduled for May 12, 2021, at 5:00 pm.

**12 City Commission Comments: (04:04:55)**

- \* Nootz made comments
- \* Friedman made comments
- \* Schwarz made comments
- \* Hogleund made comments

**13 Adjournment 9:57 p.m. (04:14:32)**



**File Attachments for Item:**

**B. ACCEPT JUDGE'S MONTHLY REPORT FEBRUARY 2021**

LIVINGSTON CITY COURT  
FINANCIAL REPORT

Feb. 21

Date PD Monthly Report Received from City of Livingston Finance Office 3/9/2021

Tickets/Criminal Complaints Cleared: 24

Dismissed-Plea Agreement:	2	
Dismissed-Pretrial Diversion/Deferred:	1	
Dismissed-Miscellaneous:	3	
Paid-Bond Forfeit/Fine:	7	\$890.00
Paid-Time Payments:	11	\$3,031.00
Warrant Fees:		

	Total	\$3,921.00
Parking Tickets:		\$1,980.00
	Total:	\$5,901.00

Surcharges/Costs/Fees:

MLEA Surcharge:	\$190.00
TECH Surcharge:	\$170.00
Victim/Witness Surcharge:	\$452.00
MISD Surcharge:	\$250.00
Court Costs:	\$250.00
Public Defender Fee:	\$50.00
Public Defender Fee:	\$ -
Jury Fees	\$ -
Interpreter	\$ -

Total (\$1,112.00)

**Total amount credited to City of Livingston General Fund: \$4,789.00**

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: **Feb. 2021**

Prepared by: Holly Happe  
Hon. Holly Happe  
Livingston City Judge

Date: 3-15-21

**File Attachments for Item:**

**C. RATIFY CLAIMS PAID 03/02/2021-03/31/2021.**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>A-1 MUFFLER, INC.</b>							
2	A-1 MUFFLER, INC.	69277	BATTERY	03/01/2021	165.00	165.00	03/23/2021
Total A-1 MUFFLER, INC.:					165.00	165.00	
<b>AAA CLEANING, LLC</b>							
3727	AAA CLEANING, LLC	2021.2.28	cleaning service	02/28/2021	1,349.00	1,349.00	03/09/2021
3727	AAA CLEANING, LLC	2021.2.28.1	Bennett St cleaning	02/28/2021	500.00	500.00	03/09/2021
Total AAA CLEANING, LLC:					1,849.00	1,849.00	
<b>ADVANCED ENGINEERING &amp;</b>							
3605	ADVANCED ENGINEERING &	72675	PROFESSIONAL SERVICES	02/09/2021	1,103.00	1,103.00	03/16/2021
3605	ADVANCED ENGINEERING &	73274	P05613-2019-001 WATER RECL	03/09/2021	1,378.00	1,378.00	03/23/2021
Total ADVANCED ENGINEERING &:					2,481.00	2,481.00	
<b>ALL SERVICE TIRE &amp; ALIGNMENT</b>							
22	ALL SERVICE TIRE & ALIGNME	61182	Flat repair	03/02/2021	15.00	15.00	03/09/2021
22	ALL SERVICE TIRE & ALIGNME	61188	New Tires	03/03/2021	644.00	644.00	03/16/2021
22	ALL SERVICE TIRE & ALIGNME	61274	Oil Change	03/17/2021	55.00	55.00	03/23/2021
22	ALL SERVICE TIRE & ALIGNME	61284	Flat repair	03/18/2021	40.00	40.00	03/23/2021
22	ALL SERVICE TIRE & ALIGNME	61320	Oil Change	03/24/2021	45.00	45.00	03/30/2021
Total ALL SERVICE TIRE & ALIGNMENT:					799.00	799.00	
<b>ALPINE ELECTRONICS RADIO SHACK</b>							
402	ALPINE ELECTRONICS RADIO	10270013	PRINTER	02/17/2021	119.99	119.99	03/16/2021
402	ALPINE ELECTRONICS RADIO	10270014	Office Supplies	02/17/2021	43.97	43.97	03/16/2021
402	ALPINE ELECTRONICS RADIO	10270140	flash drive	02/23/2021	29.99	29.99	03/16/2021
402	ALPINE ELECTRONICS RADIO	10270420	Ink	03/08/2021	55.97	55.97	03/30/2021
402	ALPINE ELECTRONICS RADIO	10270485	Ink	03/10/2021	111.95	111.95	03/16/2021
402	ALPINE ELECTRONICS RADIO	10270644	USB ADAPTER	03/17/2021	24.99	24.99	03/23/2021
402	ALPINE ELECTRONICS RADIO	10270650	Monitor	03/17/2021	180.00	180.00	03/23/2021
Total ALPINE ELECTRONICS RADIO SHACK:					566.86	566.86	
<b>AMERICAN AUTOMOTIVE</b>							
3378	AMERICAN AUTOMOTIVE	1756	BrakeS	03/08/2021	289.80	289.80	03/23/2021
3378	AMERICAN AUTOMOTIVE	1756	DISC ROTOR	03/08/2021	90.00	90.00	03/23/2021
Total AMERICAN AUTOMOTIVE:					379.80	379.80	
<b>AMERIGAS</b>							
10002	AMERIGAS	3119105650	PROPANE	03/04/2021	1,308.66	1,308.66	03/16/2021
Total AMERIGAS:					1,308.66	1,308.66	
<b>BARKER RINKER SEACAT ARCHITECTURE</b>							
10002	BARKER RINKER SEACAT ARC	13527	PROFESSIONAL SERVICES	01/07/2021	7,980.00	7,980.00	03/09/2021
Total BARKER RINKER SEACAT ARCHITECTURE:					7,980.00	7,980.00	
<b>BERNARD, NICK</b>							
10001	BERNARD, NICK	02	REIMBURSE BERNARD	02/05/2021	75.00	75.00	03/09/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BERNARD, NICK:					75.00	75.00	
<b>BILLINGS CLINIC OCCUPATIONAL HEALTH</b>							
10000	BILLINGS CLINIC OCCUPATION	2021-0711	PRE-EMPLOYMENT TEST	02/23/2021	150.00	150.00	03/16/2021
Total BILLINGS CLINIC OCCUPATIONAL HEALTH:					150.00	150.00	
<b>BIOBOT ANALYTICS, INC</b>							
10001	BIOBOT ANALYTICS, INC	328B41F3-001	SEWAGE SAMPLING REPORT	03/08/2021	3,840.00	3,840.00	03/16/2021
10001	BIOBOT ANALYTICS, INC	328B41F3-001	SAMPLING REPORT	03/12/2021	3,600.00	3,600.00	03/23/2021
Total BIOBOT ANALYTICS, INC:					7,440.00	7,440.00	
<b>BLACKSTONE PUBLISHING</b>							
2219	BLACKSTONE PUBLISHING	1208698	2 AUDIOBOOKS	02/01/2021	80.00	80.00	03/23/2021
2219	BLACKSTONE PUBLISHING	1209034	2 AUDIOBOOKS	02/01/2021	80.00	80.00	03/23/2021
Total BLACKSTONE PUBLISHING:					160.00	160.00	
<b>BLUE CROSS/BLUE SHIELD OF MONTANA</b>							
2114	BLUE CROSS/BLUE SHIELD OF	I104300701	Refund - Bette Huggins	02/13/2021	138.05	138.05	03/08/2021
2114	BLUE CROSS/BLUE SHIELD OF	I104301101	Refund - Donna Armentaro	02/12/2021	119.01	119.01	03/08/2021
Total BLUE CROSS/BLUE SHIELD OF MONTANA:					257.06	257.06	
<b>BOUND TREE MEDICAL, LLC</b>							
2662	BOUND TREE MEDICAL, LLC	83969180	Patient Supplies	02/28/2021	125.06	125.06	03/09/2021
2662	BOUND TREE MEDICAL, LLC	83971064	Patient Supplies	03/01/2021	251.00	251.00	03/16/2021
2662	BOUND TREE MEDICAL, LLC	83972945	Patient Supplies	03/02/2021	600.96	600.96	03/16/2021
2662	BOUND TREE MEDICAL, LLC	83976762	Patient Supplies	03/04/2021	165.83	165.83	03/16/2021
Total BOUND TREE MEDICAL, LLC:					1,142.85	1,142.85	
<b>BOWERS TREE &amp; GARDEN SERVICE, LLC</b>							
3570	BOWERS TREE & GARDEN SER	9748	Tree Limb Removal	03/01/2021	1,850.00	1,850.00	03/16/2021
Total BOWERS TREE & GARDEN SERVICE, LLC:					1,850.00	1,850.00	
<b>BOZEMAN GREEN BUILD</b>							
10002	BOZEMAN GREEN BUILD	2021.2.26	SOLAR PV SYSTEM	02/01/2021	30,399.14	30,399.14	03/09/2021
Total BOZEMAN GREEN BUILD:					30,399.14	30,399.14	
<b>BROWN, ZACH</b>							
10002	BROWN, ZACH	2021.3.1	2021 REFEREE	03/01/2021	96.00	96.00	03/23/2021
Total BROWN, ZACH:					96.00	96.00	
<b>BRUCE E. BECKER, P.C.</b>							
10000	BRUCE E. BECKER, P.C.	2021.1.31	Contracted service	01/31/2021	105.00	105.00	03/09/2021
10000	BRUCE E. BECKER, P.C.	2021.2.28	Contracted service	02/28/2021	420.00	420.00	03/09/2021
Total BRUCE E. BECKER, P.C.:					525.00	525.00	
<b>CALIBRE PRESS, LLC</b>							
73	CALIBRE PRESS, LLC	34813	Street Survival	03/10/2021	259.00	259.00	03/23/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CALIBRE PRESS, LLC:					259.00	259.00	
<b>CANON FINANCIAL SERVICES, INC</b>							
1747	CANON FINANCIAL SERVICES, I	26244648	Canon lease	02/09/2021	29.31	29.31	03/09/2021
1747	CANON FINANCIAL SERVICES, I	26407927	Canon lease	03/13/2021	29.31	29.31	03/23/2021
1747	CANON FINANCIAL SERVICES, I	26407929	lease	03/13/2021	29.75	29.75	03/23/2021
Total CANON FINANCIAL SERVICES, INC:					88.37	88.37	
<b>CARQUEST AUTO PARTS</b>							
23	CARQUEST AUTO PARTS	1912-499159	BATTERY	02/11/2021	116.57	116.57	03/09/2021
23	CARQUEST AUTO PARTS	1912-500371	DEGREASER	02/24/2021	51.50	51.50	03/09/2021
23	CARQUEST AUTO PARTS	1912-500407	oil	02/24/2021	32.96	32.96	03/09/2021
23	CARQUEST AUTO PARTS	1912-500784	STATION SUPPLIES	02/28/2021	12.86	12.86	03/09/2021
Total CARQUEST AUTO PARTS:					213.89	213.89	
<b>CASELLE</b>							
3763	CASELLE	2021.4	2021.4 MAINTENCE	03/01/2021	2,226.28	2,226.28	03/09/2021
3763	CASELLE	2021.4	2021.4 MAINTENCE	03/01/2021	89.77	89.77	03/09/2021
3763	CASELLE	2021.4	2021.4 MAINTENCE	03/01/2021	89.77	89.77	03/09/2021
3763	CASELLE	2021.4	2021.4 MAINTENCE	03/01/2021	150.81	150.81	03/09/2021
3763	CASELLE	2021.4	2021.4 MAINTENCE	03/01/2021	150.80	150.80	03/09/2021
3763	CASELLE	2021.4	2021.4 MAINTENCE	03/01/2021	240.57	240.57	03/09/2021
Total CASELLE:					2,948.00	2,948.00	
<b>CENGAGE LEARNING INC</b>							
10001	CENGAGE LEARNING INC	73793282	1 BOOK	02/17/2021	22.74	22.74	03/23/2021
Total CENGAGE LEARNING INC:					22.74	22.74	
<b>CENTRON SERVICES</b>							
682	CENTRON SERVICES	2021.2.25	Utility Collections	02/25/2021	74.16	74.16	03/16/2021
Total CENTRON SERVICES:					74.16	74.16	
<b>CENTURYLINK</b>							
162	CENTURYLINK	2021.2.16	4062220137441b	03/31/2021	72.68	72.68	03/09/2021
162	CENTURYLINK	2021.3.16	406-222-0137-441B	03/16/2021	72.68	72.68	03/30/2021
Total CENTURYLINK:					145.36	145.36	
<b>CERTIFIED LABORATORIES</b>							
634	CERTIFIED LABORATORIES	7274072	DYLEK	02/19/2021	164.35	164.35	03/16/2021
Total CERTIFIED LABORATORIES:					164.35	164.35	
<b>CHAPPELL'S BODY SHOP, INC.</b>							
294	CHAPPELL'S BODY SHOP, INC.	497	Prepaid car wash	03/17/2021	20.00	20.00	03/30/2021
Total CHAPPELL'S BODY SHOP, INC.:					20.00	20.00	
<b>CHARTER COMMUNICATIONS</b>							
3440	CHARTER COMMUNICATIONS	019544502182	Phones	02/18/2021	119.97	119.97	03/23/2021
3440	CHARTER COMMUNICATIONS	019544502182	Internet	02/18/2021	124.98	124.98	03/23/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CHARTER COMMUNICATIONS:					244.95	244.95	
<b>COFFMAN'S PEAK ELECTRIC, LLC</b>							
3491	COFFMAN'S PEAK ELECTRIC, L	1963	LIFT STATION	03/18/2021	610.00	610.00	03/23/2021
Total COFFMAN'S PEAK ELECTRIC, LLC:					610.00	610.00	
<b>COMDATA</b>							
2671	COMDATA	20351710	BZR70	03/01/2021	164.19	164.19	03/23/2021
2671	COMDATA	20352095	CG72P	03/01/2021	273.14	273.14	03/16/2021
2671	COMDATA	20352095	CG72R	03/01/2021	64.55	64.55	03/16/2021
2671	COMDATA	20352095	CG73C-PARKS	03/01/2021	348.54	348.54	03/16/2021
2671	COMDATA	20352095	CG73H	03/01/2021	70.27	70.27	03/16/2021
2671	COMDATA	20352095	CG73L SEWER	03/01/2021	277.75	277.75	03/16/2021
2671	COMDATA	20352095	CG73S-WATER	03/01/2021	483.13	483.13	03/16/2021
2671	COMDATA	20352095	CG74G-STREETS	03/01/2021	330.62	330.62	03/16/2021
2671	COMDATA	20352098	CG72T	03/01/2021	1,438.26	1,438.26	03/16/2021
2671	COMDATA	20352098	CG73p	03/01/2021	239.74	239.74	03/16/2021
2671	COMDATA	20352123	CG72S	03/01/2021	1,458.74	1,458.74	03/16/2021
Total COMDATA:					5,148.93	5,148.93	
<b>COMPUNET, INC.</b>							
3561	COMPUNET, INC.	163601	Cisco INSTALLATION	01/31/2021	1,600.00	1,600.00	03/16/2021
Total COMPUNET, INC.:					1,600.00	1,600.00	
<b>DANA SAFETY SUPPLY, INC.</b>							
3234	DANA SAFETY SUPPLY, INC.	702716	Install ON SITE	02/11/2021	145.00	145.00	03/16/2021
Total DANA SAFETY SUPPLY, INC.:					145.00	145.00	
<b>DELL MARKETING L.P.</b>							
745	DELL MARKETING L.P.	1047593550	METER READER	03/28/2021	1,484.94	1,484.94	03/30/2021
Total DELL MARKETING L.P.:					1,484.94	1,484.94	
<b>DELTA SIGNS &amp; GRAPHICS</b>							
509	DELTA SIGNS & GRAPHICS	2407	BannER SIGNS	03/02/2021	61.00	61.00	03/23/2021
509	DELTA SIGNS & GRAPHICS	2409	Sign	03/11/2021	1,320.00	1,320.00	03/11/2021
Total DELTA SIGNS & GRAPHICS:					1,381.00	1,381.00	
<b>DEMCO</b>							
199	DEMCO	6914563	Book Processing Supplies	02/25/2021	120.84	120.84	03/23/2021
Total DEMCO:					120.84	120.84	
<b>DEPARTMENT OF MOTOR VEHICLES</b>							
10002	DEPARTMENT OF MOTOR VEHI	2021.3	INFORMATION REQUEST	03/01/2021	25.00	25.00	03/23/2021
Total DEPARTMENT OF MOTOR VEHICLES:					25.00	25.00	
<b>DEPARTMENT OF REVENUE</b>							
122	DEPARTMENT OF REVENUE	2021.3.9	1% - BOZEMAN GREEN BUILD	03/09/2021	307.06	307.06	03/09/2021
122	DEPARTMENT OF REVENUE	31-DEC-2020	PENALTY	02/26/2021	820.00	820.00	03/03/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total DEPARTMENT OF REVENUE:					1,127.06	1,127.06	
<b>ENERGY LABORATORIES, INC.</b>							
424	ENERGY LABORATORIES, INC.	381642	Analysis parameter	03/19/2021	196.00	196.00	03/23/2021
Total ENERGY LABORATORIES, INC.:					196.00	196.00	
<b>ENERSPECT MEDICAL SOLUTIONS</b>							
10002	ENERSPECT MEDICAL SOLUTI	272	PT SUPPLIES	02/17/2021	858.48	858.48	03/04/2021
Total ENERSPECT MEDICAL SOLUTIONS:					858.48	858.48	
<b>ENTERPRISE SALES INC</b>							
10002	ENTERPRISE SALES INC	9247	OCTAGONAL DOME LID KIT	03/22/2021	3,399.00	3,399.00	03/23/2021
Total ENTERPRISE SALES INC:					3,399.00	3,399.00	
<b>EXEC U CARE SERVICES, INC.</b>							
3298	EXEC U CARE SERVICES, INC.	2561	CLEANING	03/08/2021	2,135.00	2,135.00	03/16/2021
Total EXEC U CARE SERVICES, INC.:					2,135.00	2,135.00	
<b>FARSTAD OIL</b>							
3353	FARSTAD OIL	94475	Diesel 331g	03/03/2021	852.08	852.08	03/16/2021
3353	FARSTAD OIL	94643	Diesel 700g	03/11/2021	1,919.40	1,919.40	03/23/2021
3353	FARSTAD OIL	94929	Diesel 250G	03/18/2021	669.50	669.50	03/23/2021
3353	FARSTAD OIL	94959	Diesel 300g	03/24/2021	765.60	765.60	03/30/2021
Total FARSTAD OIL:					4,206.58	4,206.58	
<b>FERGUSON ENTERPRISES, INC.</b>							
2386	FERGUSON ENTERPRISES, IN	0770780	WABASH LOCKING TOP LID	03/17/2021	225.00	225.00	03/23/2021
2386	FERGUSON ENTERPRISES, IN	0773380	NOFIT	03/16/2021	4,678.94	4,678.94	03/23/2021
2386	FERGUSON ENTERPRISES, IN	0774263	SOFTWARE	03/19/2021	1,218.71	1,218.71	03/23/2021
2386	FERGUSON ENTERPRISES, IN	0774263	SOFTWARE	03/19/2021	1,218.72	1,218.72	03/23/2021
Total FERGUSON ENTERPRISES, INC.:					7,341.37	7,341.37	
<b>FISCHER, DALLAS</b>							
10002	FISCHER, DALLAS	2021.3.3	2021 REFEREE	03/01/2021	144.00	144.00	03/23/2021
Total FISCHER, DALLAS:					144.00	144.00	
<b>FISHER SAND AND GRAVEL</b>							
2904	FISHER SAND AND GRAVEL	36212	FlowFILL	03/06/2021	1,813.00	1,813.00	03/23/2021
2904	FISHER SAND AND GRAVEL	36463	FlowFILL	03/13/2021	1,274.00	1,274.00	03/30/2021
2904	FISHER SAND AND GRAVEL	91112	CREDIT OVERPAYMENT	11/12/2018	1,210.13-	1,210.13-	03/23/2021
Total FISHER SAND AND GRAVEL:					1,876.87	1,876.87	
<b>FOUR CORNERS RECYCLING, LLC</b>							
2919	FOUR CORNERS RECYCLING,	4600	MANETS FOR BINS	09/28/2020	160.00	160.00	03/16/2021
2919	FOUR CORNERS RECYCLING,	85044	Pull fees	02/28/2021	4,534.60	4,534.60	03/23/2021
2919	FOUR CORNERS RECYCLING,	85044CM	Credit	02/28/2021	2,150.80-	2,150.80-	03/23/2021



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FOUR CORNERS RECYCLING, LLC:					2,543.80	2,543.80	
<b>FRONTLINE AG SOLUTIONS, LLC</b>							
2516	FRONTLINE AG SOLUTIONS, LL	817581	quick lock pin	03/10/2021	6.40	6.40	03/16/2021
2516	FRONTLINE AG SOLUTIONS, LL	819139	BOLTS	03/17/2021	35.60	35.60	03/23/2021
Total FRONTLINE AG SOLUTIONS, LLC:					42.00	42.00	
<b>GATEWAY OFFICE SUPPLY</b>							
54	GATEWAY OFFICE SUPPLY	50397	Office Supplies	02/22/2021	3.30	3.30	03/23/2021
54	GATEWAY OFFICE SUPPLY	50413	Office Supplies-JUDGE	02/25/2021	202.00	202.00	03/09/2021
54	GATEWAY OFFICE SUPPLY	50513	Office Supplies-JUDGE	03/08/2021	8.15	8.15	03/16/2021
54	GATEWAY OFFICE SUPPLY	50561	Office Supplies-FIRE	03/15/2021	6.70	6.70	03/23/2021
54	GATEWAY OFFICE SUPPLY	50574	Office Supplies-REC	03/15/2021	5.20	5.20	03/23/2021
54	GATEWAY OFFICE SUPPLY	50597	Office Supplies-JUDGE	03/17/2021	6.00	6.00	03/23/2021
54	GATEWAY OFFICE SUPPLY	50604	Office Supplies-JUDGE	03/18/2021	9.65	9.65	03/23/2021
54	GATEWAY OFFICE SUPPLY	50654	Office Supplies-POLICE	03/23/2021	4.00	4.00	03/30/2021
54	GATEWAY OFFICE SUPPLY	50944	POSTAGE-POLICE	02/01/2021	12.23	12.23	03/09/2021
Total GATEWAY OFFICE SUPPLY:					257.23	257.23	
<b>GENERAL DISTRIBUTING COMPANY</b>							
1845	GENERAL DISTRIBUTING COM	0000970757	Oxygen	02/28/2021	26.32	26.32	03/09/2021
1845	GENERAL DISTRIBUTING COM	0000973327	Oxygen	03/09/2021	116.28	116.28	03/23/2021
Total GENERAL DISTRIBUTING COMPANY:					142.60	142.60	
<b>GRAINGER</b>							
528	GRAINGER	9831594305	SUPPLIES	03/10/2021	68.33	68.33	03/16/2021
Total GRAINGER:					68.33	68.33	
<b>GRAYBEAL'S ALL SERVICE</b>							
98	GRAYBEAL'S ALL SERVICE	2021.3.23	AIR PURIFIER	03/23/2021	1,825.00	1,825.00	03/30/2021
98	GRAYBEAL'S ALL SERVICE	94934	Furnace SERVICE	02/25/2021	73.95	73.95	03/09/2021
98	GRAYBEAL'S ALL SERVICE	97337	WASTE WATER TREATMENT	03/16/2021	179.00	179.00	03/30/2021
Total GRAYBEAL'S ALL SERVICE:					2,077.95	2,077.95	
<b>GREAT WEST ENGINEERING</b>							
10002	GREAT WEST ENGINEERING	23486	COL CO-COMPOSTING FACILIT	03/01/2021	6,415.25	6,415.25	03/04/2021
Total GREAT WEST ENGINEERING:					6,415.25	6,415.25	
<b>HACH COMPANY</b>							
100	HACH COMPANY	12356871	NUTRIENT ANALYSIS	03/05/2021	50.00	50.00	03/23/2021
Total HACH COMPANY:					50.00	50.00	
<b>HAGFORS, BRYN</b>							
10002	HAGFORS, BRYN	2021.3.2	2021 REFEREE	03/01/2021	96.00	96.00	03/23/2021
Total HAGFORS, BRYN:					96.00	96.00	
<b>HANSER'S AUTOMOTIVE &amp; WRECKER</b>							
1687	HANSER'S AUTOMOTIVE & WR	1889	IMPOUND AUDI	03/21/2021	90.00	90.00	03/30/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total HANSER'S AUTOMOTIVE & WRECKER:					90.00	90.00	
<b>HAWKINS, INC</b>							
470	HAWKINS, INC	4887645	Aluminum sulfate	02/26/2021	251.95	251.95	03/16/2021
470	HAWKINS, INC	4887716	Azone	02/26/2021	5,588.64	5,588.64	03/16/2021
Total HAWKINS, INC:					5,840.59	5,840.59	
<b>HORIZON AUTO PARTS</b>							
1920	HORIZON AUTO PARTS	903745	OXYGEN	03/22/2021	58.83	58.83	03/30/2021
Total HORIZON AUTO PARTS:					58.83	58.83	
<b>INDUSTRIAL COMM &amp; ELEC OF BOZEMAN</b>							
3455	INDUSTRIAL COMM & ELEC OF	32638	KENWOOD PORTABLES	03/01/2021	476.00	476.00	03/23/2021
Total INDUSTRIAL COMM & ELEC OF BOZEMAN:					476.00	476.00	
<b>INDUSTRIAL TOWEL</b>							
102	INDUSTRIAL TOWEL	56777	Towel Service	02/25/2021	15.61	15.61	03/23/2021
102	INDUSTRIAL TOWEL	56793-00	Civic Center Mats	02/25/2021	126.19	126.19	03/09/2021
102	INDUSTRIAL TOWEL	56810	110 s B	02/25/2021	36.90	36.90	03/09/2021
102	INDUSTRIAL TOWEL	57747	330 bennett	03/05/2021	45.50	45.50	03/16/2021
102	INDUSTRIAL TOWEL	58260	110 s B	03/11/2021	36.90	36.90	03/23/2021
102	INDUSTRIAL TOWEL	59174	330 bennett	03/19/2021	45.50	45.50	03/23/2021
Total INDUSTRIAL TOWEL:					306.60	306.60	
<b>INSTY-PRINTS</b>							
250	INSTY-PRINTS	10187	REC CENTER GRANT	03/15/2021	263.03	263.03	03/23/2021
250	INSTY-PRINTS	10248	CEMETERY BOOKS	03/23/2021	83.98	83.98	03/30/2021
Total INSTY-PRINTS:					347.01	347.01	
<b>IRRIGATION INNOVATIONS</b>							
10002	IRRIGATION INNOVATIONS	6272	PLOWING PARKING LOT	02/01/2021	555.00	555.00	03/16/2021
Total IRRIGATION INNOVATIONS:					555.00	555.00	
<b>JARVIS, JOSHUA</b>							
10002	JARVIS, JOSHUA	2021.3.4	2021 REFEREE	03/01/2021	144.00	144.00	03/23/2021
Total JARVIS, JOSHUA:					144.00	144.00	
<b>KELLEY CONNECT</b>							
10001	KELLEY CONNECT	IN790386	CIVIC CENTER	02/03/2021	114.01	114.01	03/16/2021
10001	KELLEY CONNECT	IN803359	COPIER CONTRACT	03/01/2021	5.27	5.27	03/23/2021
10001	KELLEY CONNECT	IN804296	printer contract	03/03/2021	70.01	70.01	03/16/2021
10001	KELLEY CONNECT	IN804296	printer contract	03/03/2021	70.02	70.02	03/16/2021
Total KELLEY CONNECT:					259.31	259.31	
<b>KEN'S EQUIPMENT REPAIR, INC</b>							
1390	KEN'S EQUIPMENT REPAIR, IN	46791	G2 LEAKING HYD COUPLERS	02/25/2021	186.20	186.20	03/16/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56701	YARD DOG HEATER PLUG	02/08/2021	215.00	215.00	03/16/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56708	BOBCAT-DRIVE BELT	02/09/2021	803.95	803.95	03/16/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1390	KEN'S EQUIPMENT REPAIR, IN	56716	SNOW BLOWER STARTER	02/09/2021	885.00	885.00	03/16/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56720	G-2	02/09/2021	434.05	434.05	03/16/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56733	G-1	02/12/2021	540.00	540.00	03/16/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56750	PETE- FUEL FILTERS	02/17/2021	77.00	77.00	03/16/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56751	LOADER-BRAKE	02/17/2021	90.00	90.00	03/16/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56752	G2 TIRE CHAIN	02/17/2021	440.00	440.00	03/16/2021
1390	KEN'S EQUIPMENT REPAIR, IN	56762	410 L TRANSMISSION LEAK	02/18/2021	492.50	492.50	03/16/2021
Total KEN'S EQUIPMENT REPAIR, INC:					4,163.70	4,163.70	
<b>KENYON NOBLE</b>							
776	KENYON NOBLE	8187184	LUMBER	02/12/2021	138.59	138.59	03/16/2021
776	KENYON NOBLE	8216008	Fasteners	03/03/2021	32.28	32.28	03/16/2021
776	KENYON NOBLE	8218022	SUPPLIES	03/04/2021	111.55	111.55	03/16/2021
776	KENYON NOBLE	8218091	ROUTER	03/04/2021	229.99	229.99	03/16/2021
776	KENYON NOBLE	8225923	RIGED FOAM	03/09/2021	111.63	111.63	03/23/2021
776	KENYON NOBLE	8227673	4X4	03/10/2021	17.98	17.98	03/23/2021
776	KENYON NOBLE	8227882	Linch pin	03/10/2021	5.31	5.31	03/16/2021
776	KENYON NOBLE	8234709	Supplies	03/15/2021	81.69	81.69	03/23/2021
776	KENYON NOBLE	8234919	CHALK GUN	03/15/2021	16.98	16.98	03/23/2021
776	KENYON NOBLE	8241468	2X4.	03/18/2021	126.84	126.84	03/23/2021
776	KENYON NOBLE	8243853	TOOLS	03/19/2021	71.98	71.98	03/23/2021
776	KENYON NOBLE	8253648	SPADE DRILL	03/25/2021	184.99	184.99	03/30/2021
Total KENYON NOBLE:					1,129.81	1,129.81	
<b>KIMBALL MIDWEST</b>							
2863	KIMBALL MIDWEST	8655217	Supplies	02/22/2021	320.75	320.75	03/09/2021
2863	KIMBALL MIDWEST	8700583	Supplies	03/09/2021	27.67	27.67	03/23/2021
2863	KIMBALL MIDWEST	8700981	Supplies	03/09/2021	46.72	46.72	03/23/2021
Total KIMBALL MIDWEST:					395.14	395.14	
<b>LEHRKIND'S COCA-COLA</b>							
2830	LEHRKIND'S COCA-COLA	1816800	Water	01/27/2021	100.95	100.95	03/09/2021
2830	LEHRKIND'S COCA-COLA	1820959	Water	02/24/2021	24.75	24.75	03/09/2021
2830	LEHRKIND'S COCA-COLA	1820960	Water	02/24/2021	49.50	49.50	03/09/2021
2830	LEHRKIND'S COCA-COLA	1824956	Water	03/10/2021	41.65	41.65	03/16/2021
2830	LEHRKIND'S COCA-COLA	1828753	Water	03/24/2021	33.80	33.80	03/30/2021
2830	LEHRKIND'S COCA-COLA	1828754	Water	03/24/2021	41.25	41.25	03/30/2021
Total LEHRKIND'S COCA-COLA:					291.90	291.90	
<b>LIVINGSTON ACE HARDWARE - #122005</b>							
26	LIVINGSTON ACE HARDWARE -	I01425	CLEANING SUPPLIES	01/26/2021	22.57	22.57	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I01480	ICE	01/26/2021	7.45	7.45	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I01595	SUPPLIES	01/26/2021	49.97	49.97	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I01750	ADAPTER	01/27/2021	11.58	11.58	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I02275	PAINT	01/28/2021	38.93	38.93	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I02276	DRILL	01/28/2021	28.96	28.96	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I03665	Supplies	02/01/2021	35.97	35.97	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I03665	Supplies	02/01/2021	80.97	80.97	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I04139	Supplies	02/02/2021	165.15	165.15	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I04668	CIAMPS	02/03/2021	12.58	12.58	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I05075	CHAIN OIL	02/04/2021	52.85	52.85	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I05611	USB ADAPTOR	02/06/2021	42.96	42.96	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I06662	STATION SUPPLIES	02/09/2021	14.99	14.99	03/04/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
26	LIVINGSTON ACE HARDWARE -	I07039	AIRFLOW HEATER	02/10/2021	119.98	119.98	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I08024	FORCE FLEX	02/12/2021	27.97	27.97	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I08709	PROPANE	02/14/2021	43.95	43.95	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I09748	PAINT	02/17/2021	219.98	219.98	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I10044	PUR FCT	02/18/2021	22.99	22.99	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I10211	SUPPLIES	02/18/2021	41.98	41.98	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I10281	Cleaning supplies	02/18/2021	52.14	52.14	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I11890	NAT CEDAR 5GAL	02/23/2021	155.98	155.98	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I12244	Paint	02/24/2021	69.97	69.97	03/04/2021
26	LIVINGSTON ACE HARDWARE -	I14664	NAIL FASTNERS	03/02/2021	15.58	15.58	03/30/2021
26	LIVINGSTON ACE HARDWARE -	I15430	POLYURETHANE	03/04/2021	28.78	28.78	03/30/2021
26	LIVINGSTON ACE HARDWARE -	I16786	PLUNGER	03/07/2021	9.99	9.99	03/30/2021
26	LIVINGSTON ACE HARDWARE -	I17381	FASTNERS	03/09/2021	17.00	17.00	03/30/2021
26	LIVINGSTON ACE HARDWARE -	I18134	CIAMP HOSE	03/11/2021	15.95	15.95	03/30/2021
26	LIVINGSTON ACE HARDWARE -	I20563	DRILL BIT	03/17/2021	57.98	57.98	03/30/2021
26	LIVINGSTON ACE HARDWARE -	I20580	Fastners	03/17/2021	39.39	39.39	03/30/2021
26	LIVINGSTON ACE HARDWARE -	I21458	Fastners	03/19/2021	16.37	16.37	03/30/2021
26	LIVINGSTON ACE HARDWARE -	I21460	ICE	03/19/2021	5.96	5.96	03/30/2021
26	LIVINGSTON ACE HARDWARE -	I22842	STRIPING PNT	03/22/2021	6.99	6.99	03/30/2021
26	LIVINGSTON ACE HARDWARE -	I22892	STRIPING PNT	03/22/2021	20.97	20.97	03/30/2021
26	LIVINGSTON ACE HARDWARE -	I22946	SUPPLIES	03/22/2021	133.94	133.94	03/30/2021
26	LIVINGSTON ACE HARDWARE -	I23431	SCOOP/RAKE	03/23/2021	51.97	51.97	03/30/2021
26	LIVINGSTON ACE HARDWARE -	I23751	Fastners	03/24/2021	8.33	8.33	03/30/2021
26	LIVINGSTON ACE HARDWARE -	O04504	Fastners	02/03/2021	40.26	40.26	03/04/2021
26	LIVINGSTON ACE HARDWARE -	X54264	SNOWBRUSH	02/16/2021	17.99	17.99	03/04/2021
26	LIVINGSTON ACE HARDWARE -	X54374	Paint	02/25/2021	169.99	169.99	03/04/2021
Total LIVINGSTON ACE HARDWARE - #122005:					1,977.31	1,977.31	
<b>LIVINGSTON DAYCARE, LLC</b>							
3407	LIVINGSTON DAYCARE, LLC	4.2021	Parking Lease 04/21-6/21	03/16/2021	2,700.00	2,700.00	03/16/2021
Total LIVINGSTON DAYCARE, LLC:					2,700.00	2,700.00	
<b>LIVINGSTON ENTERPRISE</b>							
146	LIVINGSTON ENTERPRISE	172544	CONSERVATION BOARD MEETI	01/27/2021	19.50	19.50	03/04/2021
146	LIVINGSTON ENTERPRISE	172656	REQUEST FOR BIDS	02/02/2021	2,880.00	2,880.00	03/04/2021
146	LIVINGSTON ENTERPRISE	172718	Public Hearing	02/05/2021	368.00	368.00	03/04/2021
146	LIVINGSTON ENTERPRISE	172719	Public Hearing	02/05/2021	113.75	113.75	03/04/2021
146	LIVINGSTON ENTERPRISE	172761	ORDINANCE 2099	02/09/2021	48.75	48.75	03/04/2021
146	LIVINGSTON ENTERPRISE	172762	ORDINANCE 3000	02/09/2021	42.25	42.25	03/04/2021
146	LIVINGSTON ENTERPRISE	172852	Public Hearing	02/11/2021	45.50	45.50	03/04/2021
146	LIVINGSTON ENTERPRISE	172927	Public Hearing	02/12/2021	87.75	87.75	03/04/2021
146	LIVINGSTON ENTERPRISE	172928	Public Hearing	02/12/2021	156.00	156.00	03/04/2021
146	LIVINGSTON ENTERPRISE	172937	Public Hearing	02/15/2021	19.50	19.50	03/04/2021
146	LIVINGSTON ENTERPRISE	172938	Public Hearing	02/15/2021	19.50	19.50	03/04/2021
146	LIVINGSTON ENTERPRISE	173031	Public Hearing	02/16/2021	45.50	45.50	03/04/2021
146	LIVINGSTON ENTERPRISE	173111	vacancy notice	02/19/2021	96.00	96.00	03/04/2021
146	LIVINGSTON ENTERPRISE	173112	CONSERVATION BOARD MEETI	02/19/2021	22.75	22.75	03/04/2021
146	LIVINGSTON ENTERPRISE	173216	Public Hearing	02/24/2021	39.00	39.00	03/04/2021
146	LIVINGSTON ENTERPRISE	173332	Public NOTICE GROWTH POLIC	03/02/2021	52.00	52.00	03/30/2021
146	LIVINGSTON ENTERPRISE	173395	RESOLUTION 4946	03/05/2021	78.00	78.00	03/30/2021
146	LIVINGSTON ENTERPRISE	173396	TREE BOARD MEETING	03/05/2021	26.00	26.00	03/30/2021
146	LIVINGSTON ENTERPRISE	173397	RESOLUTION 4941	03/05/2021	84.00	84.00	03/30/2021
146	LIVINGSTON ENTERPRISE	173398	CONSERVATION BOARD MEETI	03/05/2021	39.00	39.00	03/30/2021
146	LIVINGSTON ENTERPRISE	173435	BID NOTICE	03/08/2021	525.00	525.00	03/30/2021
146	LIVINGSTON ENTERPRISE	173436	PRESERVATION MEETING	03/08/2021	35.75	35.75	03/30/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
146	LIVINGSTON ENTERPRISE	173437	ZONING MEETING	03/08/2021	45.50	45.50	03/30/2021
146	LIVINGSTON ENTERPRISE	173499	IMPROVEM DIST	03/12/2021	96.00	96.00	03/30/2021
146	LIVINGSTON ENTERPRISE	173534	HISTORIC PRESERVATION	03/15/2021	149.50	149.50	03/30/2021
146	LIVINGSTON ENTERPRISE	173544	GROWTH POLICY	03/16/2021	52.00	52.00	03/30/2021
146	LIVINGSTON ENTERPRISE	173556	TREE BOARD MEETING	03/17/2021	22.75	22.75	03/30/2021
146	LIVINGSTON ENTERPRISE	173604	URBAN RENEWAL	03/19/2021	207.00	207.00	03/30/2021
146	LIVINGSTON ENTERPRISE	173605	GRANT OPP	02/05/2021	61.75	61.75	03/30/2021
146	LIVINGSTON ENTERPRISE	173637	ORDINANCE 3004	03/22/2021	45.50	45.50	03/30/2021
146	LIVINGSTON ENTERPRISE	173638	PUBLIC HEARING	03/22/2021	74.75	74.75	03/30/2021
146	LIVINGSTON ENTERPRISE	173644	PARKS AND TRAILS	03/23/2021	32.50	32.50	03/30/2021
146	LIVINGSTON ENTERPRISE	173775	ORDINANCE 3004	03/25/2021	78.00	78.00	03/30/2021
Total LIVINGSTON ENTERPRISE:					5,708.75	5,708.75	
<b>LIVINGSTON FIRE SERVICE, INC</b>							
468	LIVINGSTON FIRE SERVICE, IN	AR001343	Extinguisher Annual Maint.	02/08/2021	135.79	135.79	03/09/2021
Total LIVINGSTON FIRE SERVICE, INC:					135.79	135.79	
<b>LIVINGSTON HEALTH CARE</b>							
55	LIVINGSTON HEALTH CARE	0017336	Patient Supplies	03/05/2021	47.42	47.42	03/16/2021
55	LIVINGSTON HEALTH CARE	200106380	770198856	02/18/2021	29.10	29.10	03/16/2021
55	LIVINGSTON HEALTH CARE	4386930	MEDICATION	03/02/2021	232.05	232.05	03/16/2021
Total LIVINGSTON HEALTH CARE:					308.57	308.57	
<b>MARLIN BUSINESS BANK</b>							
3651	MARLIN BUSINESS BANK	18876851	contract payment	03/24/2021	2,970.00	2,970.00	03/30/2021
Total MARLIN BUSINESS BANK:					2,970.00	2,970.00	
<b>MASTERCARD</b>							
3184	MASTERCARD	2021_02 FETT	Office Supplies	03/01/2021	83.66	83.66	03/25/2021
3184	MASTERCARD	2021_02 FETT	Office Supplies	03/01/2021	47.35	47.35	03/25/2021
3184	MASTERCARD	2021_02 Finan	Interest Charge	03/01/2021	144.84	144.84	03/25/2021
3184	MASTERCARD	2021_02 GLAS	Tote	03/01/2021	70.56	70.56	03/25/2021
3184	MASTERCARD	2021_02 GLAS	Chair	03/01/2021	975.00	975.00	03/25/2021
3184	MASTERCARD	2021_02 GRA	phone cords	03/01/2021	10.99	10.99	03/25/2021
3184	MASTERCARD	2021_02 GRA	postage	03/01/2021	5.50	5.50	03/25/2021
3184	MASTERCARD	2021_02 GRA	1 book	03/01/2021	34.95	34.95	03/25/2021
3184	MASTERCARD	2021_02 GRA	2 books	03/01/2021	15.98	15.98	03/25/2021
3184	MASTERCARD	2021_02 GRA	service charges	03/01/2021	17.99	17.99	03/25/2021
3184	MASTERCARD	2021_02 HAEF	credit from fraud	03/01/2021	99.99-	99.99-	03/25/2021
3184	MASTERCARD	2021_02 HAEF	supplies	03/01/2021	42.35	42.35	03/25/2021
3184	MASTERCARD	2021_02 HAH	Shipping	03/01/2021	40.04	40.04	03/25/2021
3184	MASTERCARD	2021_02 HAR	training	03/01/2021	130.00	130.00	03/25/2021
3184	MASTERCARD	2021_02 HAR	standoff	03/01/2021	20.00	20.00	03/25/2021
3184	MASTERCARD	2021_02 HAR	training	03/01/2021	95.39	95.39	03/25/2021
3184	MASTERCARD	2021_02 HOFF	Mini PC - Library	03/01/2021	539.28	539.28	03/25/2021
3184	MASTERCARD	2021_02 HOFF	Battery - Fire	03/01/2021	21.29	21.29	03/25/2021
3184	MASTERCARD	2021_02 HOFF	Printer - Library	03/01/2021	598.90	598.90	03/25/2021
3184	MASTERCARD	2021_02 HOFF	Cabinet - Library	03/01/2021	329.99	329.99	03/25/2021
3184	MASTERCARD	2021_02 HOFF	Renewal	03/01/2021	399.98	399.98	03/25/2021
3184	MASTERCARD	2021_02 HOFF	Cabinet - New Bldg	03/01/2021	313.49	313.49	03/25/2021
3184	MASTERCARD	2021_02 JOHA	Planner	03/01/2021	13.79	13.79	03/25/2021
3184	MASTERCARD	2021_02 JOHA	Receipt paper	03/01/2021	173.59	173.59	03/25/2021
3184	MASTERCARD	2021_02 JOHA	Danger tag and lockout	03/01/2021	94.59	94.59	03/25/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2021_02 JOHA	Remote Control	03/01/2021	6.99	6.99	03/25/2021
3184	MASTERCARD	2021_02 JOHA	Chairs	03/01/2021	353.98	353.98	03/25/2021
3184	MASTERCARD	2021_02 JOHA	Cardstock	03/01/2021	11.94	11.94	03/25/2021
3184	MASTERCARD	2021_02 JOHA	Pens	03/01/2021	19.15	19.15	03/25/2021
3184	MASTERCARD	2021_02 JOHN	in car printer paper	03/01/2021	116.00	116.00	03/25/2021
3184	MASTERCARD	2021_02 KARD	Commission Zoom Account	03/01/2021	41.50	41.50	03/25/2021
3184	MASTERCARD	2021_02 KINNI	Webcam	03/01/2021	19.99	19.99	03/25/2021
3184	MASTERCARD	2021_02 KINNI	MMCT&FOA 2021 Clerk's webinar	03/01/2021	100.00	100.00	03/25/2021
3184	MASTERCARD	2021_02 KINNI	Board Zoom Account	03/01/2021	57.05	57.05	03/25/2021
3184	MASTERCARD	2021_02 KINNI	2nd Board Zoom Account	03/01/2021	57.05	57.05	03/25/2021
3184	MASTERCARD	2021_02 KINNI	Office Supplies	03/01/2021	119.99	119.99	03/25/2021
3184	MASTERCARD	2021_02 KINNI	Office Supplies	03/01/2021	359.97	359.97	03/25/2021
3184	MASTERCARD	2021_02 LOW	Rec Staffing Scheduler	03/01/2021	11.82	11.82	03/25/2021
3184	MASTERCARD	2021_02 LOW	reference material	03/01/2021	38.37	38.37	03/25/2021
3184	MASTERCARD	2021_02 LOW	recruiting advertising	03/01/2021	247.09	247.09	03/25/2021
3184	MASTERCARD	2021_02 LOW	Grant Application Tool	03/01/2021	34.95	34.95	03/25/2021
3184	MASTERCARD	2021_02 MACI	Surge Protectors	03/01/2021	239.98	239.98	03/25/2021
3184	MASTERCARD	2021_02 MACI	Surge Protectors	03/01/2021	239.98	239.98	03/25/2021
3184	MASTERCARD	2021_02 MACI	monitors	03/01/2021	128.49	128.49	03/25/2021
3184	MASTERCARD	2021_02 MACI	January	03/01/2021	6,010.07	6,010.07	03/25/2021
3184	MASTERCARD	2021_02 MACI	Station Supplies	03/01/2021	10.91	10.91	03/25/2021
3184	MASTERCARD	2021_02 MACI	screwdriver set	03/01/2021	6.49	6.49	03/25/2021
3184	MASTERCARD	2021_02 MACI	DEF	03/01/2021	41.37	41.37	03/25/2021
3184	MASTERCARD	2021_02 MACI	monitors	03/01/2021	128.48	128.48	03/25/2021
3184	MASTERCARD	2021_02 O'RO	Mouse	03/01/2021	27.99	27.99	03/25/2021
3184	MASTERCARD	2021_02 PURK	postage	03/01/2021	19.25	19.25	03/25/2021
3184	MASTERCARD	2021_02 SCH	license renewal	03/01/2021	123.64	123.64	03/25/2021
3184	MASTERCARD	2021_02 SMIT	Shipping	03/01/2021	154.60	154.60	03/25/2021
3184	MASTERCARD	2021_02 SMIT	Propane and 12v terminal	03/01/2021	36.05	36.05	03/25/2021
3184	MASTERCARD	2021_02 SMIT	Propane and 12v terminal	03/01/2021	80.95	80.95	03/25/2021
3184	MASTERCARD	2021_02 SMIT	Plug valve	03/01/2021	500.00	500.00	03/25/2021
3184	MASTERCARD	2021_02 SMIT	Heater, propane and scraper	03/01/2021	213.94	213.94	03/25/2021
3184	MASTERCARD	2021_02 SMIT	Ammonia	03/01/2021	81.25	81.25	03/25/2021
3184	MASTERCARD	2021_02 SMIT	Propane	03/01/2021	44.12	44.12	03/25/2021
3184	MASTERCARD	2021_02 STOR	Blinds	03/01/2021	21.17	21.17	03/25/2021
3184	MASTERCARD	2021_02 TARR	Summer Hiring Posting	03/01/2021	8.47	8.47	03/25/2021
3184	MASTERCARD	2021_02 TARR	Safe Sitter Course Materials	03/01/2021	457.00	457.00	03/25/2021
3184	MASTERCARD	2021_02 TARR	Whistles - sports	03/01/2021	35.59	35.59	03/25/2021
3184	MASTERCARD	2021_02 WUL	face masks	03/01/2021	296.88	296.88	03/25/2021
3184	MASTERCARD	2021_02 WUL	face masks	03/01/2021	52.80	52.80	03/25/2021
Total MASTERCARD:					14,674.82	14,674.82	
<b>MAVERICK REALTY</b>							
2510	MAVERICK REALTY	2021.3.18	OverPAYMENT 1630902	03/18/2021	49.12	49.12	03/23/2021
Total MAVERICK REALTY:					49.12	49.12	
<b>MEBULBS-PREMIUM QUALITY LIGHTING</b>							
10000	MEBULBS-PREMIUM QUALITY L	33971931	25WT	02/26/2021	247.76	247.76	03/09/2021
Total MEBULBS-PREMIUM QUALITY LIGHTING:					247.76	247.76	
<b>MEYER ELECTRIC AND GROUNDS REPAIR, LLC</b>							
3812	MEYER ELECTRIC AND GROUN	602	TROUBLESHOOT PUMP OVERL	03/08/2021	75.00	75.00	03/23/2021
3812	MEYER ELECTRIC AND GROUN	605	Scale HOUSE STOP AND GO SI	03/11/2021	171.77	171.77	03/23/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MEYER ELECTRIC AND GROUNDS REPAIR, LLC:					246.77	246.77	
<b>MID-AMERICAN RESEARCH CHEMICAL</b>							
10002	MID-AMERICAN RESEARCH CH	0725088-IN	ENZYME BLOCK	02/19/2021	310.00	310.00	03/16/2021
10002	MID-AMERICAN RESEARCH CH	0725088-IN	TRIPLE ACTION	02/19/2021	196.40	196.40	03/16/2021
Total MID-AMERICAN RESEARCH CHEMICAL:					506.40	506.40	
<b>MISC</b>							
99999	MISC	2021.2.19.10	JURY DUTY	02/19/2021	12.00	12.00	03/04/2021
99999	MISC	2021.2.19.11	JURY DUTY	02/19/2021	12.00	12.00	03/04/2021
99999	MISC	2021.2.19.12	JURY DUTY	02/19/2021	12.00	12.00	03/04/2021
99999	MISC	2021.2.19.13	JURY DUTY	02/19/2021	12.00	12.00	03/04/2021
99999	MISC	2021.2.19.14	JURY DUTY	02/19/2021	12.00	12.00	03/04/2021
99999	MISC	2021.2.19.15	JURY DUTY	02/19/2021	12.00	12.00	03/04/2021
99999	MISC	2021.3.15	OVER PAYMENT 9018800	03/15/2021	78.56	78.56	03/23/2021
99999	MISC	2021.3.17	SEWER CREDIT 1438400	03/17/2021	16,231.54	16,231.54	03/23/2021
99999	MISC	2021.3.22.1	JURY DUTY	03/22/2021	25.00	25.00	03/30/2021
99999	MISC	2021.3.22.10	JURY DUTY	03/22/2021	12.00	12.00	03/30/2021
99999	MISC	2021.3.22.11	JURY DUTY	03/22/2021	12.00	12.00	03/30/2021
99999	MISC	2021.3.22.12	JURY DUTY	03/22/2021	12.00	12.00	03/30/2021
99999	MISC	2021.3.22.13	JURY DUTY	03/22/2021	12.00	12.00	03/30/2021
99999	MISC	2021.3.22.14	JURY DUTY	03/22/2021	12.00	12.00	03/30/2021
99999	MISC	2021.3.22.15	JURY DUTY	03/22/2021	12.00	12.00	03/30/2021
99999	MISC	2021.3.22.16	JURY DUTY	03/22/2021	12.00	12.00	03/30/2021
99999	MISC	2021.3.22.2	JURY DUTY	03/22/2021	25.00	25.00	03/30/2021
99999	MISC	2021.3.22.3	JURY DUTY	03/22/2021	25.00	25.00	03/30/2021
99999	MISC	2021.3.22.4	JURY DUTY	03/22/2021	25.00	25.00	03/30/2021
99999	MISC	2021.3.22.5	JURY DUTY	03/22/2021	25.00	25.00	03/30/2021
99999	MISC	2021.3.22.6	JURY DUTY	03/22/2021	25.00	25.00	03/30/2021
99999	MISC	2021.3.22.7	JURY DUTY	03/22/2021	12.00	12.00	03/30/2021
99999	MISC	2021.3.22.8	JURY DUTY	03/22/2021	12.00	12.00	03/30/2021
99999	MISC	2021.3.22.9	JURY DUTY	03/22/2021	12.00	12.00	03/30/2021
99999	MISC	2021.3.25	OVER PAYMENT 1301601	03/25/2021	52.18	52.18	03/30/2021
99999	MISC	2021.3.25.1	ReSTITUTION TK2020-0318	03/25/2021	200.00	200.00	03/30/2021
99999	MISC	2021.3.25.3	ReSTITUTION TK2021-0039	03/25/2021	1,596.87	1,596.87	03/30/2021
99999	MISC	25474930	Refund YOUTH BASKETBALL	02/26/2021	40.00	40.00	03/04/2021
99999	MISC	TK2020-0325	Bond Release - B. Suchon	03/16/2021	290.00	290.00	03/18/2021
99999	MISC	TK2021-0064	Bond Release - R. Keyes	03/23/2021	685.00	685.00	03/26/2021
99999	MISC	VRAMA000	Ambulance Overpayment	03/18/2021	195.43	195.43	03/22/2021
Total MISC:					19,711.58	19,711.58	
<b>MOBILE REPAIR &amp; WELDING, INC</b>							
10	MOBILE REPAIR & WELDING, IN	31946	FABRICATON	03/03/2021	235.00	235.00	03/16/2021
10	MOBILE REPAIR & WELDING, IN	31990	tUBING	03/22/2021	14.64	14.64	03/23/2021
Total MOBILE REPAIR & WELDING, INC:					249.64	249.64	
<b>MONTANA AIR CARTAGE</b>							
3808	MONTANA AIR CARTAGE	LVQ22821	Courier Service	03/01/2021	195.00	195.00	03/23/2021
Total MONTANA AIR CARTAGE:					195.00	195.00	
<b>MONTANA CORRECTIONAL ENTERPRISES</b>							
1180	MONTANA CORRECTIONAL EN	80113	FURNITURE	02/02/2021	1,089.00	1,089.00	03/16/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1180	MONTANA CORRECTIONAL EN	80210	OFFICE FURNITURE	02/11/2021	1,300.00	1,300.00	03/09/2021
1180	MONTANA CORRECTIONAL EN	80210	OFFICE FURNITURE	02/11/2021	2,300.00	2,300.00	03/09/2021
1180	MONTANA CORRECTIONAL EN	80210	OFFICE FURNITURE	02/11/2021	191.00	191.00	03/09/2021
Total MONTANA CORRECTIONAL ENTERPRISES:					4,880.00	4,880.00	
<b>MONTANA DEPT OF ENVIRONMENTAL</b>							
2346	MONTANA DEPT OF ENVIRONM	5L2101284	MT00-OUTFALL CHARGE	03/02/2021	2,250.00	2,250.00	03/23/2021
Total MONTANA DEPT OF ENVIRONMENTAL:					2,250.00	2,250.00	
<b>MONTANA LAW ENFORCEMENT TESTING CONSORTI</b>							
10000	MONTANA LAW ENFORCEMENT	2021.2.25	HIRING FEE	02/25/2021	50.00	50.00	03/16/2021
Total MONTANA LAW ENFORCEMENT TESTING CONSORTI:					50.00	50.00	
<b>MONTANA PHONE</b>							
3708	MONTANA PHONE	4579	IP PHONES E PARK	03/19/2021	3,207.50	3,207.50	03/23/2021
3708	MONTANA PHONE	4580	IP PHONES DISPATCH	03/19/2021	327.50	327.50	03/23/2021
Total MONTANA PHONE:					3,535.00	3,535.00	
<b>MONTANA RAIL LINK</b>							
112	MONTANA RAIL LINK	458656	Agreement 600679	03/02/2021	100.00	100.00	03/16/2021
112	MONTANA RAIL LINK	458656	Agreement 600678	03/02/2021	100.00	100.00	03/16/2021
Total MONTANA RAIL LINK:					200.00	200.00	
<b>MOUNTAIN AIR SPORTS</b>							
34	MOUNTAIN AIR SPORTS	10494	Basketball Uniforms	01/13/2021	850.50	850.50	03/23/2021
34	MOUNTAIN AIR SPORTS	10535	Basketball Uniforms	02/01/2021	632.00	632.00	03/23/2021
Total MOUNTAIN AIR SPORTS:					1,482.50	1,482.50	
<b>MUNICIPAL CODE CORPORATION</b>							
3058	MUNICIPAL CODE CORPORATI	00355594	Subscription	03/18/2021	150.00	150.00	03/23/2021
Total MUNICIPAL CODE CORPORATION:					150.00	150.00	
<b>MUNICIPAL EMERGENCY SERVICES</b>							
2604	MUNICIPAL EMERGENCY SERV	IN1552336	TurnOUT NAME PATCH	03/24/2021	57.10	57.10	03/16/2021
2604	MUNICIPAL EMERGENCY SERV	IN1552351	HELMET SHIELD	02/22/2021	75.38	75.38	03/16/2021
Total MUNICIPAL EMERGENCY SERVICES:					132.48	132.48	
<b>MURDOCH'S RANCH &amp; HOME SUPPLY</b>							
3688	MURDOCH'S RANCH & HOME S	K000315/37	RECIP SAW	03/22/2021	339.98	339.98	03/30/2021
3688	MURDOCH'S RANCH & HOME S	K00168/B	WEDGE	01/19/2021	14.97	14.97	03/23/2021
3688	MURDOCH'S RANCH & HOME S	K00193/B	BOLTS	01/29/2021	6.65	6.65	03/16/2021
3688	MURDOCH'S RANCH & HOME S	K00226/B	Propane	02/13/2021	13.40	13.40	03/16/2021
3688	MURDOCH'S RANCH & HOME S	K00240/37	18 CHAIN	02/17/2021	25.99	25.99	03/30/2021
3688	MURDOCH'S RANCH & HOME S	K00271/37	Propane TANK	03/04/2021	20.10	20.10	03/16/2021
3688	MURDOCH'S RANCH & HOME S	K00297/37	TREADED PLUGS	03/15/2021	66.56	66.56	03/23/2021
3688	MURDOCH'S RANCH & HOME S	K00327/37	FLAGS	03/24/2021	56.06	56.06	03/30/2021
3688	MURDOCH'S RANCH & HOME S	K00876/37	SUPPLIES	03/19/2021	28.98	28.98	03/23/2021
3688	MURDOCH'S RANCH & HOME S	K01309/B	Battery	02/11/2021	119.23	119.23	03/16/2021
3688	MURDOCH'S RANCH & HOME S	K01310/B	COUPLER	02/11/2021	18.33	18.33	03/16/2021



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3688	MURDOCH'S RANCH & HOME S	K01338/37	JAW COUPLER	03/08/2021	4.29	4.29	03/23/2021
3688	MURDOCH'S RANCH & HOME S	K01343/37	3/16 linch pin	03/10/2021	8.94	8.94	03/16/2021
3688	MURDOCH'S RANCH & HOME S	K01344/37	tools	03/10/2021	51.94	51.94	03/16/2021
3688	MURDOCH'S RANCH & HOME S	K01364/37	CLAMPS	03/24/2021	31.95	31.95	03/30/2021
Total MURDOCH'S RANCH & HOME SUPPLY:					807.37	807.37	
<b>NORMONT EQUIPMENT</b>							
12	NORMONT EQUIPMENT	24535	COLD PATCH ASPHALT	03/11/2021	1,176.00	1,176.00	03/23/2021
Total NORMONT EQUIPMENT:					1,176.00	1,176.00	
<b>NORTH CENTRAL LABORATORIES</b>							
33	NORTH CENTRAL LABORATORI	450933	supplies	02/23/2021	1,343.71	1,343.71	03/09/2021
Total NORTH CENTRAL LABORATORIES:					1,343.71	1,343.71	
<b>NORTHWEST PIPE FITTINGS, INC</b>							
423	NORTHWEST PIPE FITTINGS, I	5475234	REPAIR KIT	03/02/2021	330.12	330.12	03/23/2021
423	NORTHWEST PIPE FITTINGS, I	5483403	RINGTITE/COUPLING	03/11/2021	528.96	528.96	03/23/2021
423	NORTHWEST PIPE FITTINGS, I	5483415	QUICK SEAL	03/17/2021	103.00	103.00	03/30/2021
Total NORTHWEST PIPE FITTINGS, INC:					962.08	962.08	
<b>NORTHWESTERN ENERGY</b>							
151	NORTHWESTERN ENERGY	0107897-1 3.2	0107897-1-228 W CALLENDER	03/09/2021	1,232.56	1,232.56	03/23/2021
151	NORTHWESTERN ENERGY	0708370-2	8th & Park Sprinklers	01/15/2019	3.42	3.42	03/05/2021
151	NORTHWESTERN ENERGY	0709793-4	City Shop Building 50% 406 Benn	01/15/2019	490.52	490.52	03/05/2021
151	NORTHWESTERN ENERGY	0709793-4	City Shop Building 50% 406 Benn	01/15/2019	490.53	490.53	03/05/2021
151	NORTHWESTERN ENERGY	0709793-4	City Shop Building 50% 406 Benn	01/15/2019	564.04	564.04	03/30/2021
151	NORTHWESTERN ENERGY	0709793-4	City Shop Building 50% 406 Benn	01/15/2019	564.05	564.05	03/30/2021
151	NORTHWESTERN ENERGY	0709794-2	WRF 316 Bennett	01/09/2019	2,041.76	2,041.76	03/05/2021
151	NORTHWESTERN ENERGY	0709794-2	WRF 316 Bennett	01/09/2019	2,244.17	2,244.17	03/30/2021
151	NORTHWESTERN ENERGY	0709796-7	97 View Vista Drive	01/15/2019	5.80	5.80	03/05/2021
151	NORTHWESTERN ENERGY	0709796-7	97 View Vista Drive	01/15/2019	5.94	5.94	03/30/2021
151	NORTHWESTERN ENERGY	0709869-2	Carol Lane	01/15/2019	118.10	118.10	03/05/2021
151	NORTHWESTERN ENERGY	0709869-2	Carol Lane	01/15/2019	138.88	138.88	03/30/2021
151	NORTHWESTERN ENERGY	0709870-0	G Street Park - 422 S G	01/15/2019	186.16	186.16	03/05/2021
151	NORTHWESTERN ENERGY	0709870-0	G Street Park - 422 S G	01/15/2019	209.53	209.53	03/30/2021
151	NORTHWESTERN ENERGY	0709871-8	Star Addition - Lights	01/15/2019	296.81	296.81	03/05/2021
151	NORTHWESTERN ENERGY	0709871-8	Star Addition - Lights	01/15/2019	325.26	325.26	03/30/2021
151	NORTHWESTERN ENERGY	0709873-4	800 W Cambridge - Pump Station	01/15/2019	24.67	24.67	03/05/2021
151	NORTHWESTERN ENERGY	0709873-4	800 W Cambridge - Pump Station	01/15/2019	27.92	27.92	03/30/2021
151	NORTHWESTERN ENERGY	0709874-2	Werner Addition Pump	01/09/2018	65.00	65.00	03/05/2021
151	NORTHWESTERN ENERGY	0709874-2	Werner Addition Pump	01/09/2018	128.58	128.58	03/30/2021
151	NORTHWESTERN ENERGY	0709875-9	900 River Drive Pump	01/09/2019	1,682.26	1,682.26	03/05/2021
151	NORTHWESTERN ENERGY	0709875-9	900 River Drive Pump	01/09/2019	2,521.31	2,521.31	03/30/2021
151	NORTHWESTERN ENERGY	0709876-7	132 South B Street - B St Well	01/10/2019	674.92	674.92	03/05/2021
151	NORTHWESTERN ENERGY	0709876-7 3/2	112 S B	03/11/2021	1,527.49	1,527.49	03/23/2021
151	NORTHWESTERN ENERGY	0709877-5	200 E Reservoir (north side hill)	01/08/2019	529.28	529.28	03/05/2021
151	NORTHWESTERN ENERGY	0709878-3	227 River Drive - Concessions & li	01/10/2019	28.85	28.85	03/05/2021
151	NORTHWESTERN ENERGY	0709878-3	227 River Drive - Concessions sta	01/10/2019	37.94	37.94	03/30/2021
151	NORTHWESTERN ENERGY	0709879-1	227 River Drive - Softball Field	01/10/2019	10.46	10.46	03/05/2021
151	NORTHWESTERN ENERGY	0709879-1	227 River Drive - Softball Field	01/10/2019	12.39	12.39	03/30/2021
151	NORTHWESTERN ENERGY	0709880-9	200 River Drive - Pool	01/10/2019	46.47	46.47	03/05/2021
151	NORTHWESTERN ENERGY	0709881-7	229 River Drive - Civic Center	01/10/2019	987.07	987.07	03/05/2021
151	NORTHWESTERN ENERGY	0709882-5	229 River Drive - Pump Civic Cent	01/17/2019	14.11	14.11	03/05/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	0709886-6	200 E Reservoir	01/15/2019	66.62	66.62	03/05/2021
151	NORTHWESTERN ENERGY	0709886-6	200 E Reservoir	01/15/2019	71.87	71.87	03/30/2021
151	NORTHWESTERN ENERGY	0709891-6	Cemetery Road Shop - 15 Fleshm	01/15/2019	157.60	157.60	03/05/2021
151	NORTHWESTERN ENERGY	0709891-6	Cemetery Road Shop - 15 Fleshm	01/15/2019	87.17	87.17	03/30/2021
151	NORTHWESTERN ENERGY	0709892-4	40 Water Tower Avenue	01/15/2019	42.61	42.61	03/05/2021
151	NORTHWESTERN ENERGY	0709892-4	40 Water Tower Avenue	01/15/2019	47.24	47.24	03/30/2021
151	NORTHWESTERN ENERGY	0709894-0	56 Water Tower	01/08/2019	477.57	477.57	03/05/2021
151	NORTHWESTERN ENERGY	0709894-0	56 Water Tower	01/08/2019	588.79	588.79	03/30/2021
151	NORTHWESTERN ENERGY	0709914-6	1011 River Dr - Edge Water Sewe	01/09/2019	21.79	21.79	03/05/2021
151	NORTHWESTERN ENERGY	0709914-6	1011 River Dr - Edge Water Sewe	01/09/2019	25.47	25.47	03/30/2021
151	NORTHWESTERN ENERGY	0719058-0	3 Rogers Lane Lift Station	01/09/2019	97.77	97.77	03/05/2021
151	NORTHWESTERN ENERGY	0719058-0	3 Rogers Lane Lift Station	01/09/2019	.00	.00	
151	NORTHWESTERN ENERGY	0719271-9	601 Robin Lane - Well	01/09/2019	1,309.34	1,309.34	03/05/2021
151	NORTHWESTERN ENERGY	0719272-7	4 Billman Lane - Well	01/09/2019	780.78	780.78	03/05/2021
151	NORTHWESTERN ENERGY	0719358-4	Street Lights - Livingston	01/16/2019	3,489.63	3,489.63	03/05/2021
151	NORTHWESTERN ENERGY	0719373-3	229 River Drive	01/15/2019	11.11	11.11	03/05/2021
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	281.70	281.70	03/05/2021
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	281.70	281.70	03/05/2021
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	281.70	281.70	03/05/2021
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	281.70	281.70	03/05/2021
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	307.90	307.90	03/30/2021
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	307.90	307.90	03/30/2021
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	307.90	307.90	03/30/2021
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	307.89	307.89	03/30/2021
151	NORTHWESTERN ENERGY	0720113-0	229 River Drive - CC Building	01/10/2019	271.11	271.11	03/05/2021
151	NORTHWESTERN ENERGY	0720122-1	400 North M	01/15/2019	12.31	12.31	03/05/2021
151	NORTHWESTERN ENERGY	0720176-7	Weimer Park	01/15/2019	3.97	3.97	03/05/2021
151	NORTHWESTERN ENERGY	0720176-7	Weimer Park	01/15/2019	8.33	8.33	03/30/2021
151	NORTHWESTERN ENERGY	0802599-1	608 W Chinook	01/15/2019	48.00	48.00	03/05/2021
151	NORTHWESTERN ENERGY	0933715-5	710 W Callender	01/15/2019	46.00	46.00	03/05/2021
151	NORTHWESTERN ENERGY	1134866-1	N 2nd & Montana & Chinook	01/15/2019	51.35	51.35	03/05/2021
151	NORTHWESTERN ENERGY	1134866-1	N 2nd & Montana & Chinook	01/15/2019	54.12	54.12	03/30/2021
151	NORTHWESTERN ENERGY	1134879-4	N 7th & Montana & Chinook	01/15/2019	24.59	24.59	03/05/2021
151	NORTHWESTERN ENERGY	1134879-4	N 7th & Montana & Chinook	01/15/2019	24.43	24.43	03/30/2021
151	NORTHWESTERN ENERGY	1155965-5	229 River Drive	01/15/2019	5.63	5.63	03/05/2021
151	NORTHWESTERN ENERGY	1155965-5	229 River Drive	01/15/2019	5.94	5.94	03/30/2021
151	NORTHWESTERN ENERGY	1290352-2	School Flasher Park & 13th	01/15/2019	7.13	7.13	03/05/2021
151	NORTHWESTERN ENERGY	1290352-2	School Flasher Park & 13th	01/15/2019	8.70	8.70	03/30/2021
151	NORTHWESTERN ENERGY	1441030-2	D & Geyser Well House	01/10/2019	1,047.65	1,047.65	03/05/2021
151	NORTHWESTERN ENERGY	1441030-2	D & Geyser Well House	01/10/2019	1,228.64	1,228.64	03/30/2021
151	NORTHWESTERN ENERGY	1452951-5	Starlow on Monroe	01/09/2019	438.57	438.57	03/05/2021
151	NORTHWESTERN ENERGY	1452951-5	Starlow on Monroe	01/09/2019	562.39	562.39	03/30/2021
151	NORTHWESTERN ENERGY	1493850-0	412 W Callender	01/15/2019	61.45	61.45	03/05/2021
151	NORTHWESTERN ENERGY	1493850-0	412 W Callender	01/15/2019	61.64	61.64	03/30/2021
151	NORTHWESTERN ENERGY	1498936-2	I90 & 89S-ing	01/15/2019	5.80	5.80	03/05/2021
151	NORTHWESTERN ENERGY	1498936-2	I90 & 89S-ing	01/15/2019	5.94	5.94	03/30/2021
151	NORTHWESTERN ENERGY	1594141-2	9th & 10th Lift Station	01/09/2019	28.03	28.03	03/05/2021
151	NORTHWESTERN ENERGY	1594141-2	9th & 10th Lift Station	01/09/2019	27.62	27.62	03/30/2021
151	NORTHWESTERN ENERGY	1613803-4	M & N on Callender	01/15/2019	58.63	58.63	03/05/2021
151	NORTHWESTERN ENERGY	1613803-4	M & N on Callender	01/15/2019	59.50	59.50	03/30/2021
151	NORTHWESTERN ENERGY	1728687-3	Transfer Station 408 Bennett Stre	01/08/2019	514.36	514.36	03/05/2021
151	NORTHWESTERN ENERGY	1728687-3	Transfer Station 408 Bennett Stre	01/08/2019	658.93	658.93	03/30/2021
151	NORTHWESTERN ENERGY	1747570-8	D & E on Callender	01/15/2019	51.84	51.84	03/05/2021
151	NORTHWESTERN ENERGY	1747570-8	D & E on Callender	01/15/2019	51.35	51.35	03/30/2021
151	NORTHWESTERN ENERGY	1747572-4	F & G on Callender	01/15/2019	26.10	26.10	03/05/2021
151	NORTHWESTERN ENERGY	1747572-4	F & G on Callender	01/15/2019	26.51	26.51	03/30/2021
151	NORTHWESTERN ENERGY	1893530-4	600 W Park	01/15/2019	68.03	68.03	03/05/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	1893530-4	600 W Park	01/15/2019	68.64	68.64	03/30/2021
151	NORTHWESTERN ENERGY	1893536-1	E Street & Alley	01/15/2019	38.50	38.50	03/05/2021
151	NORTHWESTERN ENERGY	1893536-1	E Street & Alley	01/15/2019	39.13	39.13	03/30/2021
151	NORTHWESTERN ENERGY	1893541-1	18 W Park	01/15/2019	117.00	117.00	03/05/2021
151	NORTHWESTERN ENERGY	1893541-1	18 W Park	01/15/2019	89.29	89.29	03/30/2021
151	NORTHWESTERN ENERGY	1906055-7	815 North 13th - Soccer Fields	01/16/2019	1.43	1.43	03/05/2021
151	NORTHWESTERN ENERGY	1906055-7	815 North 13th - Soccer Fields	01/16/2019	1.67	1.67	03/30/2021
151	NORTHWESTERN ENERGY	2023479-5	900 W Geyser Street School Light	01/15/2019	6.10	6.10	03/05/2021
151	NORTHWESTERN ENERGY	2023479-5	900 W Geyser Street School Light	01/15/2019	6.31	6.31	03/30/2021
151	NORTHWESTERN ENERGY	2023484-5	1100 W Geyser Street School Lig	01/15/2019	5.99	5.99	03/05/2021
151	NORTHWESTERN ENERGY	2023484-5	1100 W Geyser Street School Lig	01/15/2019	6.31	6.31	03/30/2021
151	NORTHWESTERN ENERGY	2114861-4	132 South B Street Lights	01/15/2019	184.88	184.88	03/05/2021
151	NORTHWESTERN ENERGY	2114861-4	132 South B Street Lights	01/15/2019	162.81	162.81	03/30/2021
151	NORTHWESTERN ENERGY	2138754-3	G Street Park - Mike Webb Park	01/15/2019	13.59	13.59	03/30/2021
151	NORTHWESTERN ENERGY	2138754-3	G Street Park - Mike Webb Park	01/15/2019	.00	.00	
151	NORTHWESTERN ENERGY	2171060-3	Scale House 408 Bennett Street	01/15/2019	91.90	91.90	03/05/2021
151	NORTHWESTERN ENERGY	2171060-3	Scale House 408 Bennett Street	01/15/2019	98.39	98.39	03/30/2021
151	NORTHWESTERN ENERGY	3015965-1	330 Bennett - Fire Training Center	01/15/2019	125.27	125.27	03/05/2021
151	NORTHWESTERN ENERGY	3015965-1	330 Bennett - Fire Training Center	01/15/2019	139.07	139.07	03/30/2021
151	NORTHWESTERN ENERGY	3093003-6	114 West Summit	01/15/2019	28.85	28.85	03/05/2021
151	NORTHWESTERN ENERGY	3093003-6	114 West Summit	01/15/2019	29.35	29.35	03/30/2021
151	NORTHWESTERN ENERGY	3093023-4	320 North Main	01/15/2019	3.36	3.36	03/05/2021
151	NORTHWESTERN ENERGY	3093023-4	320 North Main	01/15/2019	3.79	3.79	03/30/2021
151	NORTHWESTERN ENERGY	3093027-5	105 West Park	01/15/2019	54.16	54.16	03/05/2021
151	NORTHWESTERN ENERGY	3093027-5	105 West Park	01/15/2019	45.59	45.59	03/30/2021
151	NORTHWESTERN ENERGY	3120133-8 2.2	3120133-8 110 S B	02/08/2021	184.50	184.50	03/04/2021
151	NORTHWESTERN ENERGY	3120133-8 3/2	112 S B	03/11/2021	240.27	240.27	03/23/2021
151	NORTHWESTERN ENERGY	3120134-6 112	3120134-6 112 S B	02/08/2021	88.38	88.38	03/04/2021
151	NORTHWESTERN ENERGY	3120134-6 3.11	112 S B	03/11/2021	138.45	138.45	03/23/2021
151	NORTHWESTERN ENERGY	3141997-1	C & D on Lewis	01/15/2019	23.56	23.56	03/05/2021
151	NORTHWESTERN ENERGY	3141997-1	C & D on Lewis	01/15/2019	23.71	23.71	03/30/2021
151	NORTHWESTERN ENERGY	3184602-5	202 South 2nd	01/15/2019	16.04	16.04	03/05/2021
151	NORTHWESTERN ENERGY	3184602-5	202 South 2nd	01/15/2019	14.93	14.93	03/30/2021
151	NORTHWESTERN ENERGY	3210240-2	616 River Drive	01/15/2019	5.69	5.69	03/05/2021
151	NORTHWESTERN ENERGY	3210240-2	616 River Drive	01/15/2019	5.94	5.94	03/30/2021
151	NORTHWESTERN ENERGY	3258086-2	2800 East Park Lift Station	01/15/2019	512.87	512.87	03/05/2021
151	NORTHWESTERN ENERGY	3258086-2	2800 East Park Lift Station	01/15/2019	531.44	531.44	03/30/2021
151	NORTHWESTERN ENERGY	3258262-9	320 Alpenglow Lift Station	01/08/2019	191.05	191.05	03/05/2021
151	NORTHWESTERN ENERGY	3258262-9	320 Alpenglow Lift Station	01/08/2019	268.08	268.08	03/30/2021
151	NORTHWESTERN ENERGY	3267010-1	330 Bennett - Compactor	01/08/2019	145.80	145.80	03/05/2021
151	NORTHWESTERN ENERGY	3267010-1	330 Bennett - Compactor	01/08/2019	136.62	136.62	03/30/2021
151	NORTHWESTERN ENERGY	3286284-9 101	3286284-9 101 STAR RD	02/05/2021	24.41	24.41	03/04/2021
151	NORTHWESTERN ENERGY	3286284-9 3.2	3286284-9 101 STAR	03/08/2021	48.02	48.02	03/30/2021
151	NORTHWESTERN ENERGY	3287727-6	320 Alpenglow LN-	01/15/2019	40.49	40.49	03/05/2021
151	NORTHWESTERN ENERGY	3287727-6	320 Alpenglow LN-	01/15/2019	42.87	42.87	03/30/2021
151	NORTHWESTERN ENERGY	3386783-9	Btwn G and H on Clark	01/15/2019	35.54	35.54	03/05/2021
151	NORTHWESTERN ENERGY	3386783-9	Btwn G and H on Clark	01/15/2019	38.77	38.77	03/30/2021
151	NORTHWESTERN ENERGY	3386845-6	Btwn I and K on Callender	01/15/2019	33.16	33.16	03/05/2021
151	NORTHWESTERN ENERGY	3386845-6	Btwn I and K on Callender	01/15/2019	34.31	34.31	03/30/2021
151	NORTHWESTERN ENERGY	3386846-4	Btwn 7th and 8th on Summit	01/15/2019	26.39	26.39	03/05/2021
151	NORTHWESTERN ENERGY	3386846-4	Btwn 7th and 8th on Summit	01/15/2019	23.30	23.30	03/30/2021
151	NORTHWESTERN ENERGY	3506014-4	Brookstone/Elm	02/15/2019	6.16	6.16	03/05/2021
151	NORTHWESTERN ENERGY	3506014-4	Brookstone/Elm	02/15/2019	5.61	5.61	03/30/2021
151	NORTHWESTERN ENERGY	3566038-0	114 East Callender	01/15/2019	33.77	33.77	03/05/2021
151	NORTHWESTERN ENERGY	3566038-0	114 East Callender	01/15/2019	19.20	19.20	03/30/2021
151	NORTHWESTERN ENERGY	3566039-8	115 East Lewis	01/15/2019	26.32	26.32	03/05/2021
151	NORTHWESTERN ENERGY	3566039-8	115 East Lewis	01/15/2019	15.54	15.54	03/30/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	3585235-9	New WRF 316 Bennett	01/09/2019	12,159.56	12,159.56	03/05/2021
151	NORTHWESTERN ENERGY	3585235-9	New WRF 316 Bennett	01/09/2019	14,491.08	14,491.08	03/30/2021
151	NORTHWESTERN ENERGY	3643752-3	115 East Clark	09/16/2019	24.56	24.56	03/05/2021
151	NORTHWESTERN ENERGY	3643752-3	115 East Clark	09/16/2019	16.16	16.16	03/30/2021
151	NORTHWESTERN ENERGY	3643753-1	112 East Clark	09/04/2019	51.56	51.56	03/05/2021
151	NORTHWESTERN ENERGY	3643753-1	112 East Clark	09/04/2019	36.25	36.25	03/30/2021
151	NORTHWESTERN ENERGY	3678204-3	502 River Dr. Pmp	10/16/2019	.00	.00	
151	NORTHWESTERN ENERGY	3678204-3	502 River Dr. Pmp	10/16/2019	.00	.00	
151	NORTHWESTERN ENERGY	3725873-8	340 Bennett	12/12/2019	30.93	30.93	03/05/2021
151	NORTHWESTERN ENERGY	3725873-8	340 Bennett	12/12/2019	32.03	32.03	03/30/2021
151	NORTHWESTERN ENERGY	3828216-6	207 W Callender	12/14/2020	5.80	5.80	03/05/2021
151	NORTHWESTERN ENERGY	3828216-6	203 W Callender	12/14/2020	5.94	5.94	03/30/2021
151	NORTHWESTERN ENERGY	3837245-4 2.2	3837245-4 220 E PARK	02/08/2021	1,580.70	1,580.70	03/04/2021
151	NORTHWESTERN ENERGY	3843851-1	410 Bennett Transfer St Shop Ga	01/14/2021	38.08	38.08	03/05/2021
151	NORTHWESTERN ENERGY	3843851-1	410 Bennett Transfer Station Sho	01/14/2021	256.27	256.27	03/30/2021
Total NORTHWESTERN ENERGY:					65,496.08	65,496.08	
<b>O'CONNOR'S BODY SHOP, LLC</b>							
1199	O'CONNOR'S BODY SHOP, LLC	5643	Repairs FOR 2012 GMC	03/18/2021	550.00	550.00	03/23/2021
Total O'CONNOR'S BODY SHOP, LLC:					550.00	550.00	
<b>OPPORTUNITY BANK OF MONTANA</b>							
3519	OPPORTUNITY BANK OF MONT	2021.3.16	property taxes	03/16/2021	5,417.67	5,417.67	03/16/2021
3519	OPPORTUNITY BANK OF MONT	2021.4	Office Rent	03/16/2021	1,775.00	1,775.00	03/16/2021
Total OPPORTUNITY BANK OF MONTANA:					7,192.67	7,192.67	
<b>O'REILLY AUTOMOTIVE, INC</b>							
2437	O'REILLY AUTOMOTIVE, INC	1558-235585	ANTIFREZ	03/16/2021	10.99	10.99	03/30/2021
2437	O'REILLY AUTOMOTIVE, INC	1558-236728	WIPER BLADES	03/25/2021	39.63	39.63	03/30/2021
2437	O'REILLY AUTOMOTIVE, INC	1558-236746	Wiper Blades	03/25/2021	1.08	1.08	03/30/2021
Total O'REILLY AUTOMOTIVE, INC:					51.70	51.70	
<b>OUT OF THE BOX PAINTING</b>							
10001	OUT OF THE BOX PAINTING	2021.3.9	PHASE II PAINTING	03/09/2021	9,944.00	9,944.00	03/09/2021
Total OUT OF THE BOX PAINTING:					9,944.00	9,944.00	
<b>OUTHOUSE HEATING &amp; PLUMBING</b>							
3551	OUTHOUSE HEATING & PLUMBI	2021.2.24	DOWN PAYMENT SINK & WATE	02/24/2021	1,500.00	1,500.00	03/05/2021
Total OUTHOUSE HEATING & PLUMBING:					1,500.00	1,500.00	
<b>PARK COUNTY CLERK &amp; RECORDER</b>							
1553	PARK COUNTY CLERK & RECO	2021.3.29	Recording fee ord #3001	03/29/2021	21.00	21.00	03/30/2021
1553	PARK COUNTY CLERK & RECO	2021.3.29.1	Recording fee ord #3002	03/29/2021	21.00	21.00	03/30/2021
1553	PARK COUNTY CLERK & RECO	RESOLUTION	Recording fee Res. No 4922-ANN	03/19/2021	28.00	28.00	03/19/2021
1553	PARK COUNTY CLERK & RECO	RESOLUTION	Recording Fee Zoning Ord No. 2	03/19/2021	21.00	21.00	03/19/2021
Total PARK COUNTY CLERK & RECORDER:					91.00	91.00	
<b>PARK COUNTY TREASURER - TECH</b>							
1702	PARK COUNTY TREASURER - T	2021.3.15	MARCH 2021 COLLECTIONS	03/15/2021	170.00	170.00	03/23/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PARK COUNTY TREASURER - TECH:					170.00	170.00	
<b>PARK COUNTY TREASURER/M.L.E.A.</b>							
2156	PARK COUNTY TREASURER/M.	2021.3.15	MARCH 2021 COLLECTIONS	03/15/2021	190.00	190.00	03/23/2021
Total PARK COUNTY TREASURER/M.L.E.A.:					190.00	190.00	
<b>PARK COUNTY VICTIM WITNESS</b>							
1544	PARK COUNTY VICTIM WITNES	2021.3.15	MARCH 2021 COLLECTIONS	03/15/2021	452.00	452.00	03/23/2021
Total PARK COUNTY VICTIM WITNESS:					452.00	452.00	
<b>PARKSON CORPORATION</b>							
10002	PARKSON CORPORATION	097000388	MAGAZINE HP/HPR	03/11/2021	500.00	500.00	03/23/2021
Total PARKSON CORPORATION:					500.00	500.00	
<b>POLYDYNE INC.</b>							
3144	POLYDYNE INC.	1523124	Clarifloc	03/01/2021	2,951.82	2,951.82	03/16/2021
Total POLYDYNE INC.:					2,951.82	2,951.82	
<b>REDSTONE LEASING</b>							
3842	REDSTONE LEASING	2021.4	Lease 30 OF 60	03/01/2021	203.07	203.07	03/23/2021
Total REDSTONE LEASING:					203.07	203.07	
<b>REPUBLIC SERVICES #670</b>							
10000	REPUBLIC SERVICES #670	0670-0002636	RECYCLING	02/28/2021	59,663.95	59,663.95	03/16/2021
Total REPUBLIC SERVICES #670:					59,663.95	59,663.95	
<b>RIVERSIDE HARDWARE LLC</b>							
3659	RIVERSIDE HARDWARE LLC	129647	Faucet aerator	03/10/2021	3.99	3.99	03/16/2021
3659	RIVERSIDE HARDWARE LLC	129806	keys	03/11/2021	12.50	12.50	03/16/2021
3659	RIVERSIDE HARDWARE LLC	129899	pipe sealant	03/12/2021	11.78	11.78	03/23/2021
3659	RIVERSIDE HARDWARE LLC	130110	STATION SUPPLIES	03/15/2021	15.98	15.98	03/23/2021
Total RIVERSIDE HARDWARE LLC:					44.25	44.25	
<b>ROCKY MOUNTAIN PRINT SOLUTIONS</b>							
10001	ROCKY MOUNTAIN PRINT SOL	210224-066	UTILITY POST CARDS	03/08/2021	202.21	202.21	03/16/2021
10001	ROCKY MOUNTAIN PRINT SOL	210224-066	UTILITY POST CARDS	03/08/2021	202.21	202.21	03/16/2021
10001	ROCKY MOUNTAIN PRINT SOL	210224-066	UTILITY POST CARDS	03/08/2021	202.21	202.21	03/16/2021
Total ROCKY MOUNTAIN PRINT SOLUTIONS:					606.63	606.63	
<b>SALT LAKE WHOLESALE SPORTS</b>							
2213	SALT LAKE WHOLESALE SPOR	70417	Ammunition	02/26/2021	3,030.00	3,030.00	03/23/2021
Total SALT LAKE WHOLESALE SPORTS:					3,030.00	3,030.00	
<b>SELECT ADVANTAGE CONSULTING</b>							
3173	SELECT ADVANTAGE CONSULT	10346614	DispatcHER ASSESSMENT SER	03/01/2021	25.00	25.00	03/23/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SELECT ADVANTAGE CONSULTING:					25.00	25.00	
<b>SMARTCOVER SYSTEMS</b>							
10000	SMARTCOVER SYSTEMS	17667	SMART FLO SYSTEM	02/24/2021	5,364.00	5,364.00	03/09/2021
Total SMARTCOVER SYSTEMS:					5,364.00	5,364.00	
<b>SPARK LASER CREATIONS</b>							
3361	SPARK LASER CREATIONS	1439	AccountBILITY TAGS	03/02/2021	296.50	296.50	03/16/2021
Total SPARK LASER CREATIONS:					296.50	296.50	
<b>STAFFORD ANIMAL SHELTER</b>							
1439	STAFFORD ANIMAL SHELTER	2021.2	Boarding AND VACC	03/04/2021	1,213.75	1,213.75	03/16/2021
Total STAFFORD ANIMAL SHELTER:					1,213.75	1,213.75	
<b>SWS Equipment</b>							
10000	SWS Equipment	0130901-IN	GRIP CYLINDER	03/10/2021	1,481.82	1,481.82	03/23/2021
Total SWS Equipment:					1,481.82	1,481.82	
<b>T &amp; E THE CAT RENTAL STORE</b>							
533	T & E THE CAT RENTAL STORE	42CS0449958	Parts	03/11/2021	773.74	773.74	03/23/2021
Total T & E THE CAT RENTAL STORE:					773.74	773.74	
<b>TCA ARCHITECTS INC</b>							
10002	TCA ARCHITECTS INC	2516292	PROFESSIONAL SERVICES	11/04/2020	5,000.00	5,000.00	03/09/2021
Total TCA ARCHITECTS INC:					5,000.00	5,000.00	
<b>TD&amp;H ENGINEERING, INC</b>							
3390	TD&H ENGINEERING, INC	24744	ON CALL CIVIL SERVICES	03/15/2021	167.50	167.50	03/23/2021
3390	TD&H ENGINEERING, INC	24744	ON CALL CIVIL SERVICES	03/15/2021	167.50	167.50	03/23/2021
3390	TD&H ENGINEERING, INC	24744	ON CALL CIVIL SERVICES	03/15/2021	167.50	167.50	03/23/2021
3390	TD&H ENGINEERING, INC	24744	B ST WELL BACKUP POWER	03/15/2021	669.80	669.80	03/23/2021
3390	TD&H ENGINEERING, INC	24744	5TH ST SEWER REPLACEMENT	03/15/2021	9,389.46	9,389.46	03/23/2021
3390	TD&H ENGINEERING, INC	24745	I&I STUDY REPORT	03/15/2021	6,477.75	6,477.75	03/23/2021
Total TD&H ENGINEERING, INC:					17,039.51	17,039.51	
<b>THOMSON REUTERS - WEST</b>							
2823	THOMSON REUTERS - WEST	843945696	Information Char	03/01/2021	309.57	309.57	03/16/2021
Total THOMSON REUTERS - WEST:					309.57	309.57	
<b>TOWN PUMP WEST</b>							
10002	TOWN PUMP WEST	2021.3.19	RESTITUTION TK2021-0381	03/19/2021	19.99	19.99	03/30/2021
Total TOWN PUMP WEST:					19.99	19.99	
<b>TRI-COUNTY HEATING &amp; COOLING</b>							
757	TRI-COUNTY HEATING & COOLI	144119	WASTE WATER TREATMENT	03/26/2021	4,247.72	4,247.72	03/30/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total TRI-COUNTY HEATING & COOLING:					4,247.72	4,247.72	
<b>US BANK EQUIPMENT FINANCE</b>							
10001	US BANK EQUIPMENT FINANCE	437961683	COPIER SERVICE	03/05/2021	299.40	299.40	03/23/2021
Total US BANK EQUIPMENT FINANCE:					299.40	299.40	
<b>UTILITIES UNDERGROUND LOCATION</b>							
3472	UTILITIES UNDERGROUND LO	1025089	Excavation Notifica	02/28/2021	53.90	53.90	03/09/2021
3472	UTILITIES UNDERGROUND LO	1025089	Excavation Notifica	02/28/2021	53.90	53.90	03/09/2021
3472	UTILITIES UNDERGROUND LO	1025089	Excavation Notifica	02/28/2021	53.91	53.91	03/09/2021
Total UTILITIES UNDERGROUND LOCATION:					161.71	161.71	
<b>VERIZON WIRELESS</b>							
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	68.22	68.22	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	21.93	21.93	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	21.93	21.93	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	21.93	21.93	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	21.93	21.93	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	21.93	21.93	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	21.93	21.93	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	21.93	21.93	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	21.93	21.93	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	13.33	13.33	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	21.93	21.93	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	48.72	48.72	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	21.93	21.93	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	18.92	18.92	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	18.91	18.91	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	21.93	21.93	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	21.93	21.93	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	21.93	21.93	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	13.50	13.50	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	13.50	13.50	03/23/2021
879	VERIZON WIRELESS	9875060694	MARCH 2021 CELLPHONES	03/08/2021	52.14	52.14	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	13.26	13.26	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	21.55	21.55	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	21.55	21.55	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	21.55	21.55	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	47.85	47.85	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	13.26	13.26	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	21.55	21.55	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	31.97	31.97	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	83.06	83.06	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	23.93	23.93	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	23.92	23.92	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	47.85	47.85	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	21.55	21.55	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	25.46	25.46	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	21.55	21.55	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	21.55	21.55	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	13.09	13.09	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	13.26	13.26	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	21.55	21.55	03/23/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	21.55	21.55	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	21.55	21.55	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	21.55	21.55	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	13.26	13.26	03/23/2021
879	VERIZON WIRELESS	9875060695	MARCH 2021 CELLPHONES	03/08/2021	.00	.00	
Total VERIZON WIRELESS:					1,141.48	1,141.48	
<b>VITRUVIAN PLANNING</b>							
10002	VITRUVIAN PLANNING	2021-09	ACTIVE TRANSPORTAION PLA	03/03/2021	1,320.00	1,320.00	03/09/2021
Total VITRUVIAN PLANNING:					1,320.00	1,320.00	
<b>WASTECO SUPPLY</b>							
2086	WASTECO SUPPLY	1970	300 Gallon Can	03/10/2021	2,714.70	2,714.70	03/23/2021
Total WASTECO SUPPLY:					2,714.70	2,714.70	
<b>WHISTLER TOWING, LLC</b>							
3237	WHISTLER TOWING, LLC	11967	73 DODGE	03/09/2021	75.00	75.00	03/23/2021
3237	WHISTLER TOWING, LLC	11969	IMPOUND	03/12/2021	285.00	285.00	03/23/2021
Total WHISTLER TOWING, LLC:					360.00	360.00	
<b>WISPWEST.NET</b>							
2087	WISPWEST.NET	619242	Internet	02/01/2021	110.19	110.19	03/09/2021
Total WISPWEST.NET:					110.19	110.19	
Grand Totals:					380,523.21	380,523.21	

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



**File Attachments for Item:**

**D. APPROVE AMERICAN LEGION'S APPLICATION FOR HANDICAP PARKING SPACE.**

RECEIVED  
MAR 18 2021

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

\*\*\*\*\*

Name of Applicant: American Legion  
Address: 112 N. "B" Street Phone: 222-1052

Type of Special Parking Space Requested:

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

Specific Location of the Requested Space: IN FRONT OF OUR BUILDING

Reason for the Request: TO provide better access to our veterans organization for those with limited mobility.

\*\*\*\*\*

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

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

**Administrative Use Only**

Date application received: 3-18-21 Reviewed by: Cj Neh

Does request meet criteria? Yes  No

Comments For downtown public use

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

\*\*\*\*\*

**Installation of Sign:**

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

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

**Removal of Sign**

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

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



**File Attachments for Item:**

**E. ACCEPT RON NEMETZ APPLICATION FOR RE-APPOINTMENT TO THE HISTORIC PRESERVATION COMMISSION TO SERVE A 3 YEAR TERM.**

March 30, 2021

**MEMORANDUM**

**TO:** City of Livingston Board of City Commissioners

**FROM:** Mathieu Menard, City of Livingston Planning Department

**SUBJECT:** Reappointment of Ron Nemetz to the Historic Preservation Commission

Currently, the Historic Preservation Commission (HPC) has two (2) open seats as Ron Nemetz’s appointment has expired. At this time, Mr. Nemetz has reapplied to his position. Mr. Nemetz has served on the for over 7 years and has recently served as Chair of the HCP.


The Historic Preservation Commission held a public meeting on March 30, 2021, to make a recommendation on reappointing Mr. Nemetz to the HPC in alignment with the adopted policies of the City of Livingston. The HPC voted unanimously (3:0) to recommend his reappointment, citing his positive influence on the HPC, and his architectural background as an asset to the HPC in best serving the people of Livingston. Planning Staff concurs with this assessment and also recommends that the City Commission reappoints Mr. Nemetz to the Historic Preservation Commission.

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

**Appointed Position Seeking:** Historic Commission

**Date of Application:** 02.23.2021

Name: Ron Nemetz

Signed: 

Address: 3222 W Callender St.

Telephone: daytime (406) 599-6213

after 5:00 p.m.: (406) 599-6213

Fax Number: n/a

e-mail address: ronnemetz11@gmail.com

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

Livingston through the Historic Preservation Commission

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

- A. Occupation: Architect
- B. Education: Bachelors of Architecture, University of Tennessee
- C. Experience: See attached CV

(please attach a detailed resume if desired)

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

Livingston Historic Commission (LHC); others (see attached CV)

7. Are you currently serving on any Community Boards? Yes
  - A. If yes, please describe those boards. LHC
8. Current Employer? N2 Architecture + Interiors
9. Are you available for night meetings? yes
10. Are you available for daytime meetings? yes
11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? no
12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? Raise awareness of the potential conflict of interest to the Commission and recuse myself

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

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

**Ron M. Nemetz**  
322 W Callender St, Livingston, MT 59047  
Tel: 406.599.6213

**EDUCATION**-----**University of Tennessee, Knoxville, TN**  
College of Architecture and Design  
Bachelor of Architecture / Minor: Historic Preservation 1986-1992  
**Oakton High School, Vienna, Virginia 1982-1986**

**EXPERIENCE**----- **NE45 Architecture, Livingston, MT Feb 2014-Present**  
Principal and Managing Director responsible for the daily operations of a small commercial architecture firm. Duties include project procurement, design and document preparation.  
**\*MOA Architecture, Casper, WY Jan. 2010- Feb. 2014**  
Principal and Managing Director responsible for the daily operations of a small commercial architecture firm. Duties include project procurement, design and document preparation.  
**\*RNA Architecture, Jackson, WY 2000-2010**  
Owner and Principal Architect responsible for the daily operations of a small architecture firm with offices in Nashville, TN and Jackson Hole, WY. Specialized in residential and commercial architecture. Sold the business in 2007.  
**\*Gresham Smith and Partners, Nashville, TN 1999-2000**  
Project Architect and Manager responsible for corporate and educational architecture.  
**\*Hart Freeland & Roberts, Nashville, TN 1994-1999**  
Project Architect responsible for educational and medical architecture.  
**\*Lewis Moore Group, Knoxville, TN 1990-1994**  
Intern Architect responsible for assisting lead architect on a variety of project types.  
**\*Marriott Corporation, Rockville, MD 1988-1988**  
Summer Intern Architect working for the in-house hospitality design division.

**PROFESSIONAL AFFILIATIONS/**-----  
City of Casper Old Yellowstone Historic District Advisory Committee  
Term 1: 2011-2013  
Term 2: 2013-2015  
Nicolaysen Art Museum Board of Trustees, Casper, WY  
2013-2014 Vice Chair / 2014-15 Chair

**COMMUNITY INVOLVEMENT**  
American Institute of Architects, AIA (1994- present)  
National Council of Architectural Registration Boards, NCARB (1992-present)  
City of Casper Area Chamber of Commerce  
Preserve Wyoming 2011/12 Volunteer  
Keep Casper Beautiful 2011/12 Volunteer

**PUBLICATIONS**-----  
• Nashville Lifestyles Magazine, March 2007: Is Nashville going Green? Nashville, TN  
• Style Magazine, Fall 2007: Behind Closed Doors. Historic Renovation, Nashville, TN  
• CNN Money.com: Real Estate of the Rich and Famous, Jackson, WY.  
• Nashville Home and Garden: Fruits of Her Labor: Historic Renovation, Brentwood, TN  
• The City Paper, June 2005: Article describing a concert hall / performance center .

**PERSONAL INFO**-----Personal interests include fly fishing & fly tying, hiking, skiing, golfing, hunting, boating, traveling, mountain biking, and spending time with my wife Debi and daughter Lucy.

City of Livingston  
Application for Appointed Office

(Revised 3/17/03)

Appointed Position Seeking: HISTORIC PRESERVATION COMMISSION

Date of Application: 9/16/14

Name: RON NEMETZ

Signed: [Signature]

Address: 322 W. CALLENDER ST.

Telephone: daytime 599-6213

after 5:00 p.m.: 599-6213

Fax Number: n/a

e-mail address: RONNEMETZ12@GMAIL.COM

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

2. Are you a registered voter? YES

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

4. Describe the reasons you are interested in this appointment: LOOKING TO GET INVOLVED IN MY COMMUNITY; PERSONAL & PROFESSIONAL INTEREST IN HISTORIC PRESERVATION; WANT TO HELP PRESERVE LIVINGSTON'S HISTORY FOR FUTURE GENERATIONS

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

A. Occupation: ARCHITECT

B. Education: BACHELOR OF ARCHITECTURE, UNIVERSITY OF TENNESSEE

C. Experience: INVOLVED IN OVER 25 HISTORIC RENOVATION PROJECTS IN OTHER CITIES;

SERVED ON ADVISORY BOARD FOR HISTORIC DISTRICT IN CASPER, WY; MINORED IN HISTORIC PRESERVATION IN COLLEGE.

(please attach a detailed resume if desired)

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

OLD YELLOWSTONE DISTRICT ADVISORY COMMITTEE, CASPER, WY (APPOINTED POSITION);

VICE CHAIR/CHAIR OF NICOLAYSEN ART MUSEUM, CASPER, WY (ELECTED VIA BOARD)

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

A. If yes, please describe those boards.

8. Current Employer? RNA ARCHITECTURE

9. Are you available for night meetings? YES

10. Are you available for daytime meetings? YES

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? POTENTIAL CONFLICT IF INVOLVED IN A PROJECT AS AN ARCHITECT.

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? I WOULD ANNOUNCE & DEFINE MY ROLE/CONFLICT AND RECUSE MYSELF FROM ANY VOTING RIGHTS IF APPROPRIATE; BE AS TRANSPARENT AS POSSIBLE.

13. Provide proof of ownership of property with the district.



**File Attachments for Item:**

**F. ACCEPT CLAY BOLT'S APPLICATION TO PARKS & TRAILS COMMITTEE TO SERVE A 3 YEAR TERM.**

**From:** [jsouvigney@gmail.com](mailto:jsouvigney@gmail.com)  
**To:** [Faith Kinnick](#)  
**Subject:** Parks & Trails Committee recommendation for appointment  
**Date:** Thursday, March 25, 2021 8:52:50 AM

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Hi, Faith,

At it's regular monthly meeting last night, the Parks & Trails Committee voted unanimously to recommend Clay Bolt for appointment to the Parks & Trails Committee.

Members of the Committee interviewed four applicants for the open Parks & Trails Committee seat last week. Those four (Nick Moody, Tasha Drake, Mark Lighthiser, and Clay Bolt) were all interviewed virtually and all brought impressive elements to the table and made it a very difficult decision. The interview members ultimately decided to recommend that Clay Bolt be appointed to the committee, and the Parks & Trails Committee agreed with that recommendation.

Clay has broad experience in both conservation and volunteer board work. His work as a photographer, communicator, and board member for various conservation-oriented non-profits will be a meaningful addition to the committee. He brings a unique passion and perspective to the committee for his work with pollinators and adding native plants within Livingston's parks and trails.

Once again, this was a difficult decision and it's unfortunate the Committee doesn't have another position to fill. We are encouraged by the community's strong interest in Livingston's parks and trails.

Thank you.

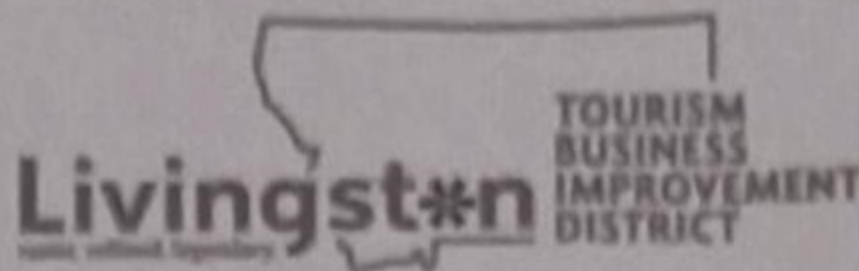
Jeanne

Jeanne-Marie Souvigney  
Chair, Livingston Parks & Trails Committee  
(406) 581-8942  
[jsouvigney@gmail.com](mailto:jsouvigney@gmail.com)

**File Attachments for Item:**

**G. ACCEPT APPLICATION TO LIVINGSTON TBID BOARD OF TRUSTEES FROM ANGELA ZINDLER, REPRESENTING THE SUPER 8, TO FILL A VACANCY OCCURING DURING AN UNEXPIRED TERM, ENDING DECEMBER 2024.**





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

Date: 3/11/2021

Name: Angela Zindler

Physical Address: 1 view vista drive T85

Mailing Address (if different):

Email: angela.zindler@icbud.com

Phone(s): 406-220-0939

Name of Property Owned within the District: Super 8 by Wyndham Address of Property: 105 Centennial Drive Livingston mt. 59047

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

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

Arian Mahmoodi Property Owner Signature Date 3/11/2021

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

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

Please explain your relevant qualifications, interests, and experiences. Currently sit on board for none profit

References (Individual or Organization) Name: Jessica Davis Phone: 406-220-3347 Ashley Werle 406-223-9842

This application is considered public record.

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



**File Attachments for Item:**

**H. ACCEPT APPLICATION TO LIVINGSTON TBID BOARD OF TRUSTEES FROM CARLA MITTLESTEADER, REPRESENTING THE TRAVEL LODGE, TO FILL A VACANCY OCCURING DURING AN UNEXPIRED TERM, ENDING DECEMBER 2023.**



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

Date: 3/11/2021

Name: Carla Mittelstedter

Physical Address: 306 West Reservoir St

Mailing Address (if different): Same

Email: Carla@coralwavehotels.com

Phone(s): 406-333-6094

Name of Property Owned within the District: Travelodge by Wyndham

Address of Property: 102 Rogers Lane Livingston mt. 59047

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

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

Arian Mahmoodi Property Owner Signature Date 3/11/2021

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

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

Please explain your relevant qualifications, interests, and experiences. Interested in being a part of the community

Table with 2 columns: References (Individual or Organization) Name, Phone. Rows include Amber North (406-224-3937) and Ericka Juvan (406-224-3935).

This application is considered public record.

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



**File Attachments for Item:**

**A. ORDINANCE NO. 3003: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE II, ARTICLE IV and ARTICLE V, CHAPTER 30 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED ZONING AS IT PERTAINS TO TEXT AMENDMENTS REGARDING MARIJUANA PRODUCTION FACILITY, HEALTH AND EXERCISE ESTABLISHMENT, RETAIL, AND LARGE-SCALE RETAIL.**

**ORDINANCE NO. 3003**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE II, ARTICLE IV and ARTICLE V, CHAPTER 30 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED ZONING AS IT PERTAINS TO TEXT AMENDMENTS REGARDING MARIJUANA PRODUCTION FACILITY, HEALTH AND EXERCISE ESTABLISHMENT, RETAIL, AND LARGE-SCALE RETAIL.**

\* \* \* \* \*

**Preamble.**

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

\*\*\*\*\*

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

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

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

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

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

**SECTION 1**

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

Chapter 30 - ZONING

**Articles**

Article II. - Definitions

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

"Accessory" means a use, a building or structure, part of a building or other structure, which is subordinate to, and the use of which is incidental to that of the main building or structure or the use on the



same lot, including a private garage. If an accessory building is attached to the main building by a common wall or roof such accessory building shall be considered a part of the main building.

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

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

Alley: See Street.

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

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

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

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

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

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

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

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



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

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

"Drive-in restaurant" means a use whose retail character is dependent upon a driveway approach and parking space for motor vehicles so as to either serve customers while in the vehicle or permit consumption of food or beverages obtained on the premises, in a vehicle.

Dwelling (types of):

- a. "Dwelling, one (1) family" means a building designed for occupancy by one (1) family and containing one (1) dwelling unit.
- b. "Dwelling, two (2) family (duplex)" means a building designed for occupancy by two (2) families living independently of each other, and containing two (2) dwelling units.
- c. "Dwelling, multiple" means a building designed primarily for occupancy by three (3) or more families living independent of each other, and containing three (3) or more dwelling units.
- d. "Dwelling, accessory" means one (1) independent dwelling unit which is smaller in area and subordinate in use to the principal one (1) family or two (2) family dwelling, or townhouse, on the same lot, whether attached or detached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Planning board" means the Livingston City Planning Board.

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

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

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

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

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

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

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

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

"Setback" means the distance from the corresponding lot line, as defined herein, to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the lot line. A required setback refers to a space on a lot which is open, unoccupied, and unobstructed by any structure or portion of a structure; provided, however, that allowed encroachments as listed in Section 30.42, fences, walks, poles, small accessory use structures as defined herein, posts, other customary yard accessories, sidewalks, terraces, and swimming pools may be permitted in any setback subject to height limitations and requirements limiting obstruction of visibility in Section 30.52 of Article V.

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

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

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

Street:

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

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

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

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

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

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

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

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

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

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

Article IV. - District Regulations

Sec. 30.40. - List of uses.

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

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

A = Acceptable S = Special Exception Permit Required N = Not Accepted											
	R-I	R-II	RII-MH	R-III	RMO	NC <sup>2</sup>	CBD <sub>1</sub>	HC	LI	I	P
One (1) Family Dwellings*	A	A	A	A	A	N	A	A	N	N	N
Two (2) Family Dwellings	N	A	A	A	N	N	A	A	N	N	N
Multifamily Dwellings	N	N	N	A	N	N	A	A	N	N	N
Accessory Dwellings	A	A	A	A	A	N	N	A	N	N	N
Townhouses	N	A	A	A	N	N	A	A	N	N	N
Accessory Buildings	A	A	A	A	A	A	A	A	A	A	A
Mobile Homes	N	N	A	N	A	N	N	N	N	N	N
Churches	S	S	S	A	N	A	N	A	N	N	N
Schools, Public and Commercial	A	A	A	A	A	A	N	N	N	N	A
Schools, Trade	N	N	N	N	N	S	A	A	A	A	N

Hospitals	N	N	N	A	N	A	N	N	A	N	N
Clinics	N	N	N	A	N	A	A	A	A	A	N
Adult Foster Care Center <sup>3</sup>	N	A	A	A	N	N	N	N	A	N	N
Personal Care Center	N	A	A	A	N	A	A	A	N	N	N
Child Care Center	A	A	A	A	A	A	A	A	A	N	N
Veterinarian Clinics	N	N	N	N	N	N	N	A	A	A	N
Kennels and Catterys	N	N	N	N	N	N	N	A	N	A	N
Self-Service Laundry	N	N	N	N	A	A	A	A	N	N	N
Bed and Breakfasts	A	A	N	A	N	A	A	A	N	N	N
Motels/Hotels	N	N	N	N	N	N	A	A	A	N	N
Travel Trailer Parks	N	N	N	N	N	N	N	A	N	N	N
Business and Professional Offices	N	N	N	S	N	A	A	A	A	A	S
Retail <del>Stores</del>	N	N	N	N	N	A	A	A	A	S	N
<u>Large-scale Retail</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>N</u>
Barber Shop and Beauty Parlors	N	N	N	N	N	A	A	A	A	S	N
Restaurants	N	N	N	N	N	A	A	A	A	A	N
Bars	N	N	N	N	N	N	A	A	A	A	N
Drive-In Restaurants	N	N	N	N	N	N	N	A	A	A	N
Banks	N	N	N	N	N	A	A	A	A	A	N
Mortuary	N	N	N	N	N	S	A	A	A	A	N
Wholesale Businesses	N	N	N	N	N	S	A	A	A	A	N
Commercial Greenhouses	N	N	N	N	N	A	N	A	A	A	N
Gasoline Service Stations	N	N	N	N	N	N	N	A	N	A	N

Auto Repair Garage	N	N	N	N	N	N	S	A	N	A	N
Automobile Dealerships	N	N	N	N	N	N	A	A	A	A	N
Auto Salvage and Storage	N	N	N	N	N	N	N	S	N	A	N
Warehouse and Enclosed Storage	N	N	N	N	N	S	S	A	A	A	S
Machine Shop	N	N	N	N	N	N	N	A	S	A	N
Light Manufacturing	N	N	N	N	N	N	A	A	A	A	N
Heavy Manufacturing	N	N	N	N	N	N	N	N	N	A	N
Lumberyards	N	N	N	N	N	N	N	A	A	N	N
Transportation Terminals	N	N	N	N	N	N	A	A	N	N	N
Utility Substations	S	S	S	S	S	S	S	S	N	S	S
Armory	N	N	N	N	N	N	N	N	N	N	A
Cemetery	N	N	N	N	N	N	N	N	N	N	A
Government Offices	N	N	N	N	N	A	A	A	N	N	A
Public Recreation Facility	A	A	A	A	N	N	N	N	N	N	A
<u>Health and Exercise Establishment</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>S</u>	<u>S</u>
<del>Medical</del> -Marijuana <u>Production</u> Facility	N	N	N	N	N	N	N	N	A	A	N

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

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

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

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

(Ord. 1506, 11/16/82; Ord. 1516, 8/2/83; Ord. 1517, 10/18/83; Ord. 1529, 7/16/84; Ord. 1538, 11/20/85; Ord. 1544, 2/4/86; Ord. 1556, 9/16/86; Ord. 1799, 12/19/94; Ord. 1810, 7/3/95; Ord. 1813, 8/21/95; Ord.



1891, 9/7/99; Ord. 1949, 10/18/04; Ord. 1977, 9/18/06; Ord. 2000, 4/7/08; Ord. No. 2022, § 2(Exh. A), 9/7/10; Ord. No. 2029, § 1(Exh. A), 4/19/11; Ord. No. [2046](#), § 1(Exh. A), 9/17/13)

Sec. 30.41. - Residential density requirements.

Residential density requirements are set out in Table 30.41.

Table 30.41						
Residential Density Requirements						
Zoning Classification District						
	Low Density R-I	Med. Density R-II	High Density R-III	Mobile Homes (A) RMO	Public (P)	Med. Density R-II(MH)
Min. Lot Area per Dwelling Unit in Square Feet <sup>1</sup>						
One Unit	9,600	3,500	3,500	6,000		3,500
Two Units	N/A	7,000	6,000	12,000		7,000
Three Units	N/A	N/A	7,500	18,000		N/A
Four Units	N/A	N/A	9,000	24,000	N/A	N/A
Five Units	N/A	N/A	10,500	6,000 ft. <sup>2</sup>		N/A
Six Units	N/A	N/A	12,000 1,500 ft. <sup>2</sup> for each add. unit	for ea. add. unit		N/A
Min. Setback Requirements						
Front Street	25'	25'	20'	20'	20'	25'
Side	15'	5' or B) or C)	5' or B) or C)	10' or C)	5' or C)	5' or C)
Rear	5'	5'	5'	5'	15'	15'
Side Street	15'	10'	10'	10'	10'	10'
Max. Height for all Bldgs.	27'	27'	45'	15'	27'	27'

Off-Street Parking Requirements	2 per one (1) family dwelling 1 per accessory dwelling	2 per dwelling unit in one (1) family and two (2) family dwellings 1 per accessory dwelling	2 per dwelling unit for first 6 units in one (1) family, two (2) family, and multifamily dwellings and then 1.5 for each additional unit 1 per accessory dwelling	2 per dwelling unit for first 6 units in one (1) family, two (2) family, and multifamily dwellings and then 1.5 for each additional unit 1 per accessory dwelling	Refer to Art. V Sec. 30.51	2 per dwelling unit in one (1) family and two (2) family dwellings 1 per accessory dwelling
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1. In all residential zoning districts in which accessory dwellings are permitted the number of accessory dwellings allowed is equivalent to the number of dwelling units allowed on the lot as show in Table 30.41 above. The total number of dwelling units allowed on any lot is the allowed density of the lot in Table 30.41 above plus the equivalent number of accessory dwellings. E.g.: a 7,000 square foot lot in the R-II zoning district allows two (2) dwelling units *and* two (2) accessory dwellings.

- A) Applicable to Mobile Home Subdivisions only.
- B) Side setback required for approved townhouse development.
- C) Any side setback that is directly adjacent to, and generally in line with, an adjoining rear setback within the same Zoning Classification District shall have the same setback as the adjoining rear setback.

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

Sec. 30.42. - Commercial density requirements.

Commercial density requirements are set out in Table 30.42.

Table 30.42					
Commercial Density Requirements					
Zoning Classification District					
	Neighborhood Commercial	Highway Commercial	Industrial	Light Industrial	Central Business District

Min. Lot Requirements in Square Feet	N/A	6,000	6,000	6,000	N/A
Minimum Setback Requirements					
Front Street	20'	20'	20'	0' with boulevard	N/A
				10' without boulevard	
Side	0' or A)	0' or A)	0' or A)	10' or A)	N/A
Side Street	10'	10'	10'	10'	N/A
Rear	0'	0'	0'	20'	N/A
Maximum Height for all Buildings	27'	45'	N/A	33'	N/A
Parking Requirements	Refer to Article V Sec. 30.51	Refer to Article V Sec. 30.51	Refer to Article V Sec. 30.51	Refer to Article V Sec. 30.51	Refer to Article V Sec. 30.51
Loading Space Required	Refer to Article V Sec. 30.51	Refer to Article V Sec. 30.51	Refer to Article V Sec. 30.51	Refer to Article V Sec. 30.51	Refer to Article V Sec. 30.51

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

(Ord. 1949, 10/18/04)

30.42. – Allowable Encroachments into Setbacks.

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

Sec. 30.43 – Accessory dwellings.

- A. Accessory dwellings are subject to all applicable regulations listed in this ordinance, including but not limited to: setbacks, maximum building heights, parking, and building design standards.
- B. Detached accessory dwellings shall not be located in the front yard, but may be located in the side or rear yard so long as the required setbacks listed in Table 30.41 are met.
- C. Accessory dwellings shall not exceed 800 square feet of gross floor area and must be smaller in gross floor area than the primary dwelling on the property. If an accessory dwelling is attached to another building only the gross floor area of the accessory dwelling shall be calculated towards the maximum gross floor area. Accessory dwellings attached to existing, primary dwelling units are not subject to the gross floor area limitations, but must be wholly contained within the existing building. Any attached accessory dwelling that increases or modifies the footprint or profile of the primary dwelling unit in any way, whether above or below ground, shall not exceed 800 square feet of gross floor area.
- D. All detached accessory dwellings shall maintain a 6-foot separation, measured from the external walls of the dwelling unit, to all other buildings on site.
- E. Accessory dwellings shall be on the same lot as the primary dwelling.
- F. Accessory dwellings shall not be subdivided or sold separately from the primary dwelling on the lot. If an accessory dwelling is subdivided from the primary dwelling unit, the accessory dwelling is no longer an accessory dwelling and must meet all density requirements listed in Table 30.41. Prior to use of the accessory dwelling, the property owner must record a deed restriction provided by the City Attorney's Office stating that the accessory dwelling shall not be sold separately from the primary dwelling, and provide a copy of the recorded deed restriction to the Department of Building and Planning prior to the issuance of a Certificate of Occupancy. Accessory dwellings may be rented.
- G. Accessory Dwellings are encouraged to be combined with other buildings to preserve open space on the lot.

Sec. 30.44.. - Bed and breakfasts.

- A. "Bed and breakfast" means a commercial business operated in a house which is used partially or primarily for providing overnight accommodations to the public.
- B. The goal of this section is to establish the allowable locations and operations of bed and breakfast facilities.
- C. A bed and breakfast shall be allowed in the following zoning districts: Low Density (R-I), Medium Density Residential (R-II), High Density Residential (R-III), Neighborhood Commercial (N.C.), Highway Commercial (H.C.), and the Central Business District (C.B.D.).
- D. Reserved.
- E. The accommodations for a bed and breakfast shall have no more than five (5) guest rooms. Breakfast shall be the only meal served on the premises, and is included in the charge for the room. No other food or beverage served upon the premises.
- F. Off-street parking shall be provided by all bed and breakfast facilities. There shall be two (2) off-street parking spaces, plus one (1) for each guest room. Off-street parking shall be required to be used by guests.
- G. No bed and breakfast shall be located on a lot closer than two hundred (200) feet in a straight line distance from any other lot containing a bed and breakfast. The owner shall live on the premises.
- H. Signage shall be limited to that allowed for home occupations (twelve (12) inches by twenty-four (24) inches non-illuminated, flush mounted).
- I. Rates shall be charged for single-night occupancy only, weekly or monthly rates will not be allowed.

- J. A bed and breakfast already in existence at the time of this section's effective date shall have ninety (90) days to conform with the provisions of this section except existing establishments shall be grandfathered as to the requirements of subsection (G) of this section.
- K. Any property receiving a special exception for a bed and breakfast shall have ninety (90) days from the date of the final City Commission action to meet any specified conditions and obtain a City business license. If a City business license is not obtained in that time period, the special exception shall be automatically rescinded as of that date. If a license for a bed and breakfast is not renewed within ninety (90) days after January 1 of any calendar year, the special exception for that bed and breakfast shall be automatically rescinded.
- L. Any application for a bed and breakfast shall be accompanied by a detailed plan, drawn to scale, showing all aspects of the physical layout for the property, including the off-street parking provisions.
- M. The table of uses (Table 30.40) is amended to comply with subsection (C) of this section.

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

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

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

(Ord. 1954, 5/16/05)

Sec. 30.45.1. - Preservation Zoning District Plan.

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

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

(Ord. 1954, 5/16/05)

Sec. 30.46. - Building design standards.

- A. This Section provides policies and standards for the design of buildings in the Design Review Overlay Zone. In general, they focus on promoting buildings that will be compatible in scale and appear to "fit"

in the community by using materials and forms that are a part of Livingston's design traditions. As such, they address only broad-scale topics and do not dictate specific architectural styles or building details.

B. Objectives for Building Design.

1. Achieve High Quality Design. Buildings in the overlay zone shall convey a high quality of design, in terms of their materials and details, as well as through a consistent organization of forms and elements. This quality shall establish a standard for design throughout the community.
2. Reflect the Design Traditions of Livingston. Buildings shall reflect the design traditions of the region, in terms of building and roof forms. Distinctive roof forms are a key part of this tradition. Sloping roofs, in gable, hip and shed varieties are historical precedents to promote and they also help reduce the apparent bulk of larger buildings and help to shed snowfall. Flat roofs with varied parapet lines and cornices are also a part of the City's design traditions and shall be encouraged. Buildings that appear to be in scale with those seen traditionally also shall be encouraged. Where a new building would be larger than those existing in the area, it shall establish a transition in scale, to reduce the impact of building scale on the adjacent property, as well as on the neighborhood.
3. Promote Buildings that Fit with the Natural Setting. Structures shall be sited to fit with the land and incorporate colors seen in the natural setting.
4. Promote Buildings that Reflect Pedestrian Scale. Human scale shall be an integral part of all buildings. Large, flat, windowless block buildings do not reflect human scale or the design traditions of Livingston. Thoughtful use of landscaping, color, building materials and architectural details bring human scale to buildings.

C. Building and Topography.

1. Policy. A building shall respect the natural topography of the site.
2. Standards. Step a building foundation to follow the slope of the site when feasible. In general, an exposed building foundation shall not exceed three (3) feet in height.

D. Building Character.

1. Policy. Buildings shall reflect the regional urban character.
2. Guideline.
  - a. Designs that draw upon regional design traditions are preferred. Standardized "franchise" style architecture will be strongly discouraged by following these standards.
  - b. The primary entrance to a building shall have a human scale. Provide a one (1) story element at the building entrance to help establish a sense of scale.
  - c. Where no windows or other obvious indication exists, express the position of each floor in the external skin design of a building to establish a human scale.
    - i. Use belt courses or other horizontal trim bands of contrasting color and materials to define floor lines.
    - ii. Articulate structural elements, or change materials as a method of defining floors.
  - d. Use building materials that help establish a human scale.
    - i. For example, use brick in a standard module to express a human scale.
    - ii. Avoid using large surfaces of panelized products or featureless materials.
    - iii. A large surface of stucco or similar material that lacks articulation or detailing shall be avoided.
  - e. New construction shall relate to adjacent residential and historic resources. Where a new project abuts a residential neighborhood or a historic structure, step the building down at the

property edge to minimize abrupt changes in scale, or increase side yards to reduce the impact.

E. Primary Building Entrance.

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

F. Street Level Interest.

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

G. Building Mass and Scale.

1. Policy. A building shall appear to have a "human scale." In general, this can be accomplished by using familiar forms and elements that can be interpreted in human dimensions, as noted throughout this Chapter, e.g., "small details/visible to pedestrians."
2. Standards. In order to reduce building scale, each major building project shall provide all of the following:
  - a. Divide a building into visual modules that express dimensions of structures seen traditionally.
    - i. Buildings shall employ all of the following design techniques:
      - (A) Change material or color with each building module to reduce the perceived mass;
      - (B) Change the height of a wall plane or building module;
      - (C) Change roof form to help express the different modules of the building mass; and

- (D) Change the arrangement of windows and other facade articulation features, such as columns or strap work that divide large wall planes into smaller components.
- ii. Express facade components in ways that will help to establish a human scale (details oriented towards pedestrians).
  - (A) Establish a pattern and rhythm on exterior walls to establish a human scale;
  - (B) Windows, columns and other architectural treatments used repetitively can create this effect;
  - (C) Using windows and doors that are similar in scale to those seen traditionally also can help establish a human scale;
  - (D) Also, recess these elements, even if slightly, and articulate them with headers, sills, columns and/or mullions.

H. Roof Form.

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

I. Signage.

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

J. Design Standards Administration. The building design standards and review procedures contained herein shall apply to all large-scale retail uses and all nonresidential property annexed into the City and falling within the Gateway Overlay Zoning District, which has been mapped and amended to the City's Growth Policy Official Zoning Map. ~~These design standards will be applied through the use of an~~



~~overlay zone that will add the provisions of this Section to the underlying zoning designation. Within the Design Review Overlay Zone itself meeting the above criteria,~~ all new construction, exterior remodels and additions to existing buildings will be subject to the following application and review process:

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

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

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

(Ord. 1974, 9/5/07)

Article V. - Supplementary General Requirements

Sec. 30.50. - Signs.

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

B. Definitions.

1. "Animated sign" means a sign with action or motion, flashing or intermittent lights and/or color changes requiring electrical energy, electronic or manufactured sources of activation, but not including wind-activated elements such as flags and banners.
2. "Awning signs" means a sign which is an integral part of a window awning assembly, to include the printing or painting of words onto awning material.
3. "Billboard signs" means any standard outdoor advertising sign larger than two hundred (200) square feet in area which is designed to advertise products, services or businesses not located on the premises on which the sign is located.
4. "Free standing signs" means a sign which is supported by one (1) or more columns, uprights, or braces and is permanently fixed in the ground.
5. "Monument sign" means a sign, single- or double-sided mounted, flush with the surface of the grade upon which sets the business, industry, or other commercial enterprise which the sign advertises. A monument sign must be landscaped with grass, shrubs or other plants or other landscape material in an area not less than three (3) feet surrounding such sign in all directions.
6. "Revolving sign" means a sign which revolves three hundred sixty (360) degrees.
7. "Menu board" means a sign specifically designed to advise customers of the menu of food available in the establishment by which the menu board is owned.
8. "Reader board" means a sign designed to allow the letters on the sign to be altered, removed and added.

- 9. "Marquee sign" means a specific type of reader board but restricted to use by active movie theaters.
- 10. "Temporary sign" means a sign made of paper, or some other limited life-span material advertising a short-term event, like a sale. Temporary signs are not subject to inclusion in a business' sign square footage measurement. Temporary signs shall be removed within twenty-four (24) hours after the completion of the advertised event.
- 11. "Projecting sign" means a sign installed on the facade of a building which is attached to such building in a perpendicular manner or at an angle to the building wall.
- 12. "Sandwich board sign" means a sign painted on both of the outside of two (2) boards fastened together at the top with a hinge-like device, designed to be placed on the sidewalk area in front of an establishment.
- 13. "Sign" means any device designed to inform or attract the attention of persons not on the premises on which the sign is located, including, but not limited to, signs described in subsections (B)(1) through (B)(12) of this Section. For the purpose of determining number of signs, a sign will be considered to be a single display device with not more than two (2) display surfaces (back-to-back) or display device containing elements organized, related and composed to form a unit. For measurement purposes, the square footage of a sign which employs back-to-back display surfaces will only be considered as the square footage of one (1) side of that sign. Where matter is displayed in a random manner without organized relationship of elements, or where there is reasonable doubt about the relationship of elements, each element will be considered a separate sign.
- 14. Square Footage. The square footage of a sign shall be measured as the product of the total linear foot measurement multiplied by the total height measurement. The linear measurement shall be attained by measuring from the leftmost edge of the sign, continually measured to the rightmost edge of the sign. Any mounting material shall be part of the measurement.
- 15. "Actual business premises" means the owned or leased real property from which the primary business is actively transacted.
- 16. "Off-premises sign" means a sign located on property other than the actual business premises.
- 17. "Banner signs" means a strip of cloth, plastic or other material displaying advertising or other information.
- 18. "Portable sign" means any sign designed to be easily moved or transported whether by carrying, by mounted wheels, by trailer or otherwise.
- 19. "Voluntary modification" means any modification to an existing sign which reflects a conscious business or personal decision. This may include a change in corporate color scheme, change of logo, or any other change which would require the replacement of existing sign faces. It does not include the replacement or repair of sign faces with new, identical faces as part of normal maintenance or due to damage by wind, fire or other hazard.

C. General.

- 1. Nothing in this Section shall be interpreted as prohibiting or excluding such signs as are required by law. This includes legal notices and advertisements prescribed by law or posted by any lawful officer or agent.
- 2. Any sign which is readily visible from the public right-of-way in an exterior window of a building, whether on the external or internal side of the window, shall be regulated by the provisions of this Section. Temporary sale signs are excluded, however, no single temporary sign shall exceed six (6) square feet in size, and the total of all such temporary signs shall not exceed fifty (50) percent of the transparency of the window in which they are visible.
- 3. All signs as permitted by this Section shall be maintained by the owner and kept in good repair and shall be painted and repaired at reasonable intervals. The surface of the ground under and about any sign shall be kept clear of weeds, rubbish and flammable waste material.

4. All signs shall be designed and constructed in accordance with the Uniform Sign Code.
5. A permit must be obtained from the Building Official by the person who is erecting the sign prior to the construction of any sign, except for those signs listed in subsection E of this Section.
6. Signs not in use by reason of change of occupancy or use by vacation of the building shall be removed within thirty (30) days of such change by the owner of the sign, or the owner of the property. The City has the option of removing such sign at the end of the thirty (30) day period after giving fifteen (15) days' written notice by certified mail to the owner, and upon such removal, the full charges of removal shall constitute a mechanic's lien against the real property enforceable pursuant to State law.
7. All existing signs that have been constructed pursuant to City sign permits and variances through the official date of the ordinance codified in this Section (Ord. 1749 effective date, October 20, 1993) shall be grandfathered and do not have to conform as to the height, size or prohibited signs subsections of this Section. Other provisions of this Section shall apply to existing signs. Grandfathered signs which are voluntarily modified must meet all requirements of this Section. Signs which have previously been granted variances may continue to exist within the parameters of those variances.
8. The Building Official shall be responsible for the enforcement of this sign ordinance.
9. All buildings with more than one (1) business occupant must submit to the Board of Adjustment a master signage plan which identifies the number and location of all potential signs on the property before any sign permits may be issued. For properties located in the Downtown Historic District, this master plan will be submitted to the Historic Preservation Commission. Any deviation from an approved master plan must be approved by the appropriate body prior to permit issuance.
10. Pre-existing multi-occupant buildings will not be issued any new sign permits until a master plan is approved by the appropriate body.
11. Any sign variance issued to multi-occupant property shall constitute an amendment to that property's signage master plan.
12. All signs located in the Historic Preservation District must comply with the requirements of the Historic District Overlay Zoning.

D. Prohibited Signs.

1. No animated signs shall be erected in any zoning district, except time and temperature signs which may be erected in the Central Business District only and existing lighted signs in the Downtown Historic Preservation District which flash, chase, move, revolve, rotate, blink, flicker or vary in intensity or color; however, such lights must be turned off when the business is closed.
2. No revolving sign may be permitted in any district.
3. No billboard sign shall be erected in any zoning district.
4. In the Central Business District Zone, no backlit signs are allowed.
5. Visibility at Corners, Alleys and Driveway Approaches. On the street side of all lots where an alley or driveway enters the street right-of-way, and on all corner lots, a triangular clear vision zone shall be maintained. The zone shall measure ten (10) feet into the lot, as measured from the edge of the sidewalk nearest the property line, and twenty (20) feet parallel to the street measured from the edge of any alley, driveway or street corner along the edge of the sidewalk nearest the property line. No structure of any kind over three (3) feet in height shall be erected or maintained within the above defined clear vision zone. If no sidewalk exists, the point of reference for all measurements shall be determined by the Building Official.
6. Notwithstanding any other provisions contained in this Section, no free standing sign shall be erected or maintained upon any spire, chimney, cupola, water tank, water tower, radio aerial or television antenna.

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

- b. The maximum allowable size for each sign shall be twelve (12) square feet.
  - c. Illuminated signs shall be illuminated only as long as the advertised business is open.
  - d. No sign shall be erected or placed closer than five (5) feet to the lot line adjacent to the street.
- G. Signs in Commercial and Industrial Districts Requiring a Permit.
- 1. Setback. Free standing and monument signs shall be located a minimum of five (5) feet inside all private property lines.
  - 2. Lighting. All lighting shall comply with the requirements of Ordinance No. 1967 commonly referred to as the Night Sky Protection Ordinance. In no event may an illuminated sign or lighting device be placed or directed so the beams constitute a traffic hazard or nuisance. All wiring, fitting and material used in construction, connection and operation of electrically illuminated signs shall be in accordance with the provisions of the Uniform Electric Code.
  - 3. Number of Signs. In Commercial and Industrial Zoning Districts, each use is limited to two (2) wall signs. In addition, one (1) monument sign or one (1) free standing sign is permitted for each building, regardless of the number of businesses or industrial uses conducted in any one (1) building.
  - 4. Height.
    - a. No monument sign shall exceed five (5) feet in height.
    - b. No free standing sign shall exceed thirty (30) feet in height.
  - 5. Permitted Surface Area.
    - a. Wall Signs. The total surface area of all wall signs is limited to one hundred (100) square feet in the Central Business District and otherwise to two (2) square feet of sign for each lineal foot of frontage width of the business, provided that the maximum total surface area for all wall signs does not exceed three hundred (300) square feet.
    - b. Monument Signs. Monument signs shall not exceed one hundred (100) square feet in total surface area.
    - c. Free Standing Signs. Free standing signs shall not exceed one hundred fifty (150) square feet in total surface area.
  - 6. Roof-Mounted Signs. Any sign located on the roof of a building shall not exceed twenty-four (24) inches in height and shall not exceed the top of the roof line. The square footage of roof-mounted signs shall be counted as a portion of the limitation on wall-mounted signs, i.e., the total surface area of wall-mounted signs added to any roof-mounted signs may not exceed three hundred (300) square feet maximum, or less if the linear front footage of the building is less than one hundred fifty (150) feet.
  - 7. Off-Premises Signs. A business may have up to four (4) off-premises signs; however, the total square footage of these off-premises signs may not exceed one hundred fifty (150) square feet. No other off-premises signs shall be allowed. Excepted from this provision are:
    - a. Garage sale or hobby show signs no greater than two (2) square feet in area on the date only of the activity;
    - b. Auction and special event signs no greater than nine (9) square feet in area for no longer than three (3) days (seventy-two (72) hours);
    - c. Directional signs for public facilities and museums;
    - d. Banner signs for public performances not exceeding one hundred twenty (120) square feet to be posted for no more than twenty (20) days.
      - i. No signs in the public right-of-way or in any required right-of-way shall be allowed except for governmental traffic control signs (unless a business premises is on the railroad

right-of-way). Properly permitted sandwich board signs not to exceed six (6) square feet per side are excepted from this provision provided that they shall be limited to one (1) per twenty-five (25) feet of building frontage and may only be located in front of the business being advertised. The City Commission, upon request from a property owner in front of whose property a sign is to be located, may, where deemed in the public interest, allow a sandwich board sign to be placed other than in front of the business being advertised.

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

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

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

- A. General. Each off-street parking space shall have a net area of not less than one hundred eighty (180) square feet exclusive of driveways or aisles and shall be of usable shape and condition.
- B. Location. Off-street parking facilities shall be located as hereafter specified: any distance specified shall be in walking distance measured from the nearest point of the parking facility to the nearest point of the lot that such facility is required to serve:
  - 1. For one (1) family, two (2)family, and accessory dwellings: Off-street parking is required on the same lot or an adjoining lot with the building they are required to serve.
  - 2. For multiple dwellings and townhouses: Off-street parking is required within a walking distance of one hundred (100) feet.
  - 3. For hospitals, sanitariums, convalescent homes, nursing homes, rest homes, homes for the aged, asylums, retirement homes, rooming and boarding houses: Off-street parking is required within six hundred (600) feet.
  - 4. For uses other than those specified above: Off-street parking within five hundred (500) feet is required.
  - 5. For large-scale retail uses: Off-street parking is required to be on the same lot and to the rear of the primary structure on the lot.
- C. Expansion or Enlargement. Whenever any building is enlarged in gross floor area by more than ten (10) percent, off-street parking shall be provided for the expansion or enlargement portion only in

accordance with the requirements of this article. Nothing in this provision shall be construed to require off-street parking spaces for the portion of such building previously existing before enlargements or for existing buildings that undergo a change in use.

- D. Non-Conforming Use. Voluntary establishment of off-street parking or loading facilities to serve any existing use of land or buildings, even though non-conforming, is allowed and encouraged.
- E. Mixed Occupancies. In the case of mixed uses, the total requirements for the various uses shall be computed separately. Off-street parking facilities for one use shall not be considered as a substitute or for joint use.
- F. Use Not Specified. In the case of a use not specifically mentioned in a zone, the requirements for off-street parking facilities shall be determined by the City Superintendent or his authorized representative. Such determination shall be based upon the requirements for the most comparable use listed.
- G. Joint Use. The Building Official or his authorized representative may authorize the joint use of parking facilities for the following uses or activities under conditions specified:
  - 1. Up to fifty percent of the parking facilities required for primarily "night time" uses such as theaters, bowling alleys, bars, restaurants and related uses may be supplied by certain other types of buildings or uses herein referred to as "day time" uses such as banks, offices, retail, personal-service shops, clothing, food, furniture, manufacturing or wholesale and related uses.
  - 2. Up to one hundred percent of the parking facilities required for a church or for an auditorium incidental to a public or parochial school may be supplied by the off-street parking facilities provided by uses primarily of a day time nature.
- H. Conditions Required for Joint Use. The building for which application is being made to jointly utilize the off-street parking facilities provided by another building shall be located within 500 feet of such parking facilities.

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

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

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

USE	SPACE REQUIRED
Bowling alleys.	Five per alley.
Medical and dental clinic.	One per 200 square feet of gross floor area.
Banks, business and professional offices with on-site customer service.	One per 400 square feet of gross floor area.
Offices not providing on-site customer services.	One per 4 employees or one per 800 sq. ft. of gross floor area, whichever is greater.

Mortuaries.	One per 5 seats in the principal auditorium.
Manufacturing uses, research testing, and processing, assembling, all industries.	One per 2 employees on maximum shift but not less than one per each 800 square feet of gross floor area.
Libraries and museums.	One per 500 square feet of gross floor area.
Schools, elementary and junior high, public, private or parochial.	One per each employee.
School, high school, public or private.	One per each employee and one per 5 students.
Service stations and drive-in restaurants.	One per 80 sq. ft. gross floor area, with 10 spaces minimum requirement.
Residential, single-family.	2 per dwelling unit.
Residential, duplex or multi-family.	2 per dwelling unit for first 4 dwelling units, then 1.5 for each dwelling unit thereafter.
Boarding houses and similar uses.	One per dwelling unit or lodging unit.
Convalescent homes, nursing homes, rest homes	One per 6 beds plus one per each staff member on duty on a maximum shift.
Warehouses, storage and wholesale business and freight terminals.	10 spaces for the first 20,000 square feet of gross floor area* and one space for each additional 10,000 square feet.
Food or beverage places with sale and consumption on premises.	One per 100 sq. ft. of gross floor area for the first 4,000 sq. ft. with 10 spaces minimum requirement and one space for each additional 300 square feet.
Furniture, appliance, hardware, clothing, shoe, personal-service stores.	One per 600 square feet of gross floor space.
Motor vehicle, machinery, plumbing, heating, ventilating, building material supplies, sales and service.	One per 1,000 sq. ft. of gross floor area plus one per three employees.
Retail stores or service businesses not otherwise named.	One per 500 square feet of gross floor area.
Retirement homes, housing projects for senior citizens.	1-6 dwelling units 0.5 per dwelling unit; 7-18 dwelling units 0.33 per dwelling unit; over 18 dwelling units 0.25 per dwelling unit; minimum of 5 spaces.
Motels, hotels and motor courts.	One per sleeping room.



Hospitals and institutions.	One per 3 beds plus one per 3 employees.
Theaters.	One per 10 seats.
<u>Health and exercise establishment</u>	<u>One per 200 square feet of gross floor area plus 3 per court</u>
Churches, auditoriums and similar open assemblies.	One per 5 seats or one per 100 linear inches of pew or one per 65 sq. ft. of gross floor area used for assembly purposes, whichever is greater.
Stadiums, sport arenas and similar open assemblies.	One per 8 fixed seats plus one per 100 sq. ft. of assembly space without fixed seats.
*In calculating minimum required parking, gross floor area shall not include car ports and garage areas.	

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

Sec. 30.52. - Fences and hedges.

- A. Heights. Fences, walls and hedges may be erected or maintained in any residential zoning district provided that no fence, wall or hedge over four (4) feet in height shall be erected or maintained in any front street or side street, or the side yard extending from the foremost edge of the house to the point where the side yard line intersects the front street or side street lot line. Fences and walls located along

side yards from the foremost edge of the house to the rear lot line, and along the rear lot line, shall not exceed a height of six (6) feet.

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

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

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

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

Sec. 30.53. - Animals.

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

Sec. 30.54. - Motor vehicles or parts.

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

Sec. 30.55. - Home occupations.

A. General.

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

B. Definitions.

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

- C. Criteria. Home occupations must fit all of the following criteria:
  - 1. No person shall be employed other than the residents of said dwelling.
  - 2. The occupation shall be conducted wholly within the dwelling or within an accessory building located on the property.
  - 3. The gross floor area devoted to the occupation shall not exceed fifteen (15) percent of the total gross floor area of the dwelling unit plus accessory buildings on the property.
  - 4. The occupation shall not impose upon adjacent residences unreasonable burdens due to noise, vibration, glare, fumes, odors, hours of operation, traffic, or electrical interference. The above shall not be detectable by normal sensory perception beyond the dwelling or accessory building in which the business is located.
  - 5. Direct sales of products off display shelves or racks is not allowed, but a person may pick up an order which was placed earlier by telephone or at a sales party.
  - 6. There shall be no signs erected other than those allowed by this ordinance in residential districts.
  - 7. A minimum of one off-street parking space for each business related vehicle shall be provided on the property. Each parking space shall meet minimum standards for off-street parking established elsewhere in this code.
  - 8. Commercial deliveries shall not restrict regular traffic. Deliveries made by tractor trailer vehicles to home occupations are prohibited in a residential area.
  - 9. There shall be no display or evidence apparent from the exterior of the lot that the premises are being used for any purpose other than that of a dwelling, except for the permitted sign.
  - 10. Outdoor storage of materials for the home occupation is prohibited.
  - 11. No toxic, flammable, hazardous, or explosive industrial substances shall be used or stored on the premises unless registered with the Local Emergency Planning Committee. Said premises shall be subject to regular fire inspections.
  - 12. No home occupation shall be permitted without the prior issuance of a home occupation permit or home occupation conditional use permit.
- D. Enforcement.
  - 1. The permit shall be valid only for the proposed business as operated by the applicant. The permit shall be non-transferable either to another property or to another owner or operator. It may be revoked upon sufficient showing that a permit holder is violating the terms of the permit.
  - 2. The business shall be subject to regular inspections by the City Fire Marshal and/or the City Building Inspector. The inspections shall be done during regular business hours.
  - 3. The Building Official shall be responsible for enforcing this section of this ordinance, and shall report any violations to the Livingston City Attorney.
- E. Compliance. It is the intent of this subsection to provide the Building Official with the means to enforce the Home Occupation section of this ordinance.
  - 1. Businesses shall be divided into two categories based on the expected impact they will have on the residential neighborhood they are proposed for.
    - a. A Major Home Occupation is one which can be expected to have some impact on the neighborhood it is proposed for. It is one which has some visible evidence of the occupation and shall accommodate both the residential and business related parking needs on the property. Additional characteristics include:
      - (1) The business may have a sign; or
      - (2) The business may create some additional traffic for deliveries and customers.

- b. A Minor Home Occupation is one which has no visible exterior evidence of the conduct of the occupation, which does not generate additional traffic, and in which no equipment other than that normally used in household, domestic, or general office use. Additional characteristics may include:
  - (1) The business shall not have a sign.
  - (2) No use of material or equipment not recognized as being part of the normal practices of owning and maintaining a residence shall be allowed.
  - (3) No hazardous, flammable, explosive or toxic industrial substances may be used in a minor home occupation.
- 2. All Home Occupations in existence at the time of the adoption of this Ordinance and all new home occupations which fit the criteria of a minor home occupation shall be required to get a Home Occupation Permit.
  - a. The purpose of the Home Occupation Permit is to ensure compliance with this section of the Ordinance.
  - b. The Home Occupation Permit may be issued by the Building Inspector upon application by the owner of a Home Occupation.
  - c. The application shall be accompanied by a floor plan for the residence with the area to be used for the business clearly marked.
  - d. The application shall be accompanied with a fee of twenty dollars (\$20.00) to cover processing.
- 3. All new Major Home Occupations shall be required to be reviewed by the City Board of Adjustment for a Home Occupation Conditional Use Permit.
  - a. The Home Occupation Conditional Use Permit process shall be initiated by application to the City Zoning Administrator.
  - b. The Zoning Administrator shall review the application for completeness and prepare it for review by the City Board of Adjustment.
  - c. The Zoning Administrator shall schedule a public hearing, advertise it two (2) times beginning at least fifteen (15) and not more than thirty (30) days prior to the public hearing date.
  - d. The Zoning Administrator shall notify the adjoining landowners within three hundred (300) feet of the proposed Home Occupation location, on the proposed business, and the date of the public hearing by mail at least fifteen (15) days prior to the date of the public hearing. The request shall be posted on the property at least ten (10) days prior to the public hearing.
  - e. The City Board of Adjustment shall conduct the public hearing and decide on the application.
  - f. The City Board of Adjustment shall have the power to require any mitigating measures it deems necessary to protect the public health, safety and welfare.
  - g. The Special Review shall have a fee of fifty dollars (\$50.00).

(Ord. No. 2022, § 3, 9/7/10)

Sec. 30.56. - Mobile homes.

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

Any mobile home or replacement of any existing mobile home moved onto a site in one of the approved zoning districts must contain a minimum of eight hundred (800) square feet, and must meet

all of the following requirements before a Certificate of Occupancy can be issued by the Building Official:

- A) All mobile homes must be completely skirted.
  - B) All mobile homes must be securely anchored at all four corners.
  - C) The running gear must be removed.
  - D) The tongue must be removed.
  - E) All mobile homes must be placed on a permanent foundation. For the purpose of this part, a permanent foundation means a foundation system which has been designed and certified by a professional engineer or architect, or which has been specified by the mobile home manufacturer.
- B. Commercial Use. Mobile homes shall not be utilized for any commercial use, other than an on-premises office in connection with a mobile home sales business or as a temporary job shack located on a construction site. Such job shack must be removed within ten (10) days after completion of construction.

(Ord. 1813, 8/21/95)

Sec. 30.56.1. - Manufactured homes.

- A. Manufactured homes are permitted in all residential zoning districts. Any manufactured home or replacement of any existing manufactured home must contain a minimum of one thousand (1,000) square feet.
- B. All manufactured homes must be placed on a permanent foundation. For the purpose of this part a permanent foundation means a standard footing-type, perimeter foundation built to frost depth, with or without a basement.
- C. A manufactured home of less than 1000 square feet may be placed if it meets all of the following conditions:
  - a. The structure is on a permanent foundation.
  - b. The tract or parcel of land for the proposed use must be owned by a unit of local government or a community housing development organization.
  - c. The home must be used to provide affordable housing to households earning less than 80% of the area median income.
  - d. A management plan from the local government or community housing development organization addressing the following factors is submitted to the City Administration and City Commission:
    - i. Affordability plan (including proposed rents).
    - ii. Management plan (including client eligibility and intake).
    - iii. Proposed deed restrictions to be placed on the property requiring adherence to approved affordability plan.

(Ord. 1813, 8/21/95)

Sec. 30.57. - Commercial buildings in residential districts.

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

Sec. 30.58. - Townhouses.

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

(Ord. 1798, 12/19/94)

Sec. 30.59. - Landscaping regulations.

- A. Purpose. The purpose of the ordinance codified in this section is to set forth minimum landscaping requirements for new or altered commercial, industrial, R-III and RMO Zones in order to minimize the visual impact upon public rights-of-way and incompatible uses in said zones and adjacent or abutting R-I or R-II Zones as well as establishing minimum buffering requirements between new or altered commercial, industrial, R-III and RMO Zones and existing incompatible uses and abutting or adjacent R-I or R-II zones and to lessen the impact of lighting.
- B. Definitions. For the purposes of this section, the following definitions shall apply:
  - 1. "Ornamental tree" means any variety of tree which is not expected, at maturity, to reach a height of fifteen (15) or more feet nor be a substantial provider of shade.
  - 2. "Shade tree" means any variety of tree which is expected, at maturity, to be in excess of twenty-five (25) feet in height and sufficiently full in form to provide substantial shading effects.
  - 3. "DBH" means diameter at breast height.
- C. Prohibition. No land shall be used or occupied and no structure shall be designed, erected, used, occupied or altered where a building permit is required, nor shall any variance or special exception be granted, except in conformity with the regulations established in this section.
- D. General Landscaping Requirements. Landscaping shall be required as follows:
  - 1. Parking or Storage Areas. Screening, in the form of trees, hedges or other vegetation shall be required between commercial, industrial and multi-family parking and/or storage areas and any public right-of-way. Such screening shall be entirely on private property, shall be a minimum of four (4) feet in height, and shall not constitute a safety hazard for vehicular or pedestrian movement as defined in Section 30.52 of the Livingston Municipal Code. Decorative walls or fencing or earthen berms may also be used in combination with vegetative screening subject to review and approval of the City.
  - 2. Requirements for the Interior of Parking Areas.
    - a. Option #1. Parking areas will be designed so that parking rows will consist of not more than ten (10) automobiles. Any parking area which has a capacity of twenty (20) or more automobiles will be required to provide landscaped islands between parking rows. The island(s) will be at least five (5) feet wide and shall consist of vegetation or other landscape treatment as well as a minimum of one (1) shade tree per every ten (10) parking spaces or portion thereof. The island(s) will be separated from the parking surface by a curb of at least six (6) inches in height.
    - b. Option #2. In the alternative, where parking rows are to consist of more than ten (10) parking spaces, landscaped islands will be provided in accordance with an approved landscape plan. The plan will provide for landscaped area equal to a minimum of five (5) percent of the gross parking space area. (i.e., 1 parking space = 180 square feet. Landscape requirement = 5% × 180 × number of spaces.) When using this option at least two (2) islands will be required and each island must be a minimum size of fifty (50) square feet. Each island will contain vegetation or other landscape treatment as well as a minimum of one (1) shade tree per every ten (10) parking spaces or portion thereof.

- 3. Buffering Required Between Different Land Uses. Where commercial, industrial, multi-family or mobile home park land uses abut or are adjacent to lower density residential land uses or zones, either directly or when separated by an alley or street right-of-way or other natural or manmade structure, the commercial, industrial, multi-family or mobile home park use will provide a landscaped buffer zone screening itself from the lower density residential use.
  - a. Buffer Zone. The buffer zone shall be a minimum of five (5) feet in width with an additional five (5) feet required for each story of the commercial, industrial or multi-family use above one (1) story, not to exceed twenty-five (25) feet in width.
  - b. Screening. Screening shall be installed within the buffer zone which shall consist of vegetation or vegetation and a combination of berm, fencing or masonry walls to a minimum height of six (6) feet in a manner which does not create a safety hazard for vehicular or pedestrian movement or interfere with the requirements of Section 30-52(B) of the Livingston Municipal Code.
  - c. Shade Trees. In addition, a minimum of one (1) shade tree within each two hundred fifty (250) square feet of buffer zone shall be required. Shade trees required hereunder shall be a minimum of two and one-half (2 ½) inches, DBH, in size at the time of planting.
- E. Purpose of Lighting Restrictions. The goal in regulating exterior illumination is to direct, to the maximum extent possible, all artificial light onto the property from which it originates. This section does not apply to street lighting provided by a governmental agency.
  - 1. Parking or Storage Area. In any area required to buffer itself from adjacent land uses, all exterior lighting shall be limited in height to no more than sixteen (16) feet and will be required to be of a design which directs light downward through the use of a directional shade.
  - 2. Signs and Decorative Lighting. In commercial and industrial areas adjacent to any land use from which it must be buffered, the following lighting regulations shall apply:
    - a. Internally Illuminated Signs. Internally illuminated signs shall not exceed sixteen (16) feet in height. Internally illuminated canopies or structural panels are prohibited. Alternately, spot-lit signs, canopies or panels may be approved at standard heights if they will not adversely effect neighboring property which determination rests with the discretion of the city planning office, subject to appeal to the Board of Adjustment.
- F. Penalty. A violation of this section is a misdemeanor punishable by fine not to exceed five hundred dollars (\$500.00). Each day that a violation is allowed to continue shall be deemed a separate and punishable offense.

(Ord. 1852, 4/21/97)

Section 30.60.- Sexually oriented businesses.

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

Sec. 30.61. - Wind powered generators.

A. Definitions.

1. "Wind Powered Generator(s)" or "WPG" means any device, such as a wind charger, wind mill, or wind turbine, and associated facilities including the support structure of the system, such as a tower, that covers wind energy to electrical energy which has been certified to conform to applicable industry standards by a nationally recognized certifying organization such as Underwriters Laboratories or similar certifying organization.
  2. "Wind powered generator height" means the height of a freestanding WPG shall be measured from the ground level to the highest point on the WPG, including the vertical length of any extensions of the WPG, such as the blade.
  3. "Tower", as used herein, includes the support structure and all components of the WPG.
- B. Special Exception. Wind-powered generators (WPG), as defined herein, are permitted upon the issuance of a Special Exception permit within any zone, provided the following standards, and any related conditions imposed by the Board of Adjustment, are satisfied. No WPG, or modification thereto, shall be constructed within the City of Livingston, unless a permit has been issued by the City.
1. The permit application shall be accompanied with a non-refundable fee in the amount of one hundred dollars (\$100.00).
  2. The permit application shall contain a narrative describing the proposed project, the project location, the approximate generating capacity of the facility, a site plan, a photograph of the same type of wind powered generator being proposed and whether the system will be standalone or interconnected to a public utility under the provisions of 69-8-601 et seq. Montana Code Annotated.
- C. Maximum Height. The maximum height of a freestanding WPG, on any parcel, or combination of parcels thereof, having a total square footage of one (1) acre or less is limited to sixty (60) feet in height. The maximum height of a freestanding WPG, on any parcel, or combination of parcels thereof, having a total square footage of one (1) acre or more is limited to one hundred (100) feet in height.
1. The Board of Adjustment may increase the height of freestanding WPG, provided that in the residential and commercial, districts such increase shall not exceed the maximum height by more than fifty (50) percent. The applicant shall demonstrate, to the Board of Adjustment's satisfaction, that the surrounding topography, structures, vegetation, and other factors make a tower that complies with the height restrictions impractical.
  2. Notwithstanding the height limitations of the zoning district, building mounted WPG shall be permitted in all zoning districts, subject to approval by the Board of Adjustment, and shall comply with the following standards:
    - a. Building mounted WPG shall not exceed fifteen (15) feet in height.
    - b. Building mounted WPG shall be prohibited on residential structures less than four (4) stories and forty-two (42) feet in height.
    - c. On nonresidential buildings less than four (4) stories and forty-two (42) feet in height, building mounted WPG shall be setback at least ten (10) feet from the front, side, and rear exterior walls of the structure on which it will be mounted.
    - d. Building mounted WPG shall be installed on the top story.
    - e. The structure upon which the proposed WPG is to be mounted shall have the structural integrity to carry the weight and wind loads of the WPG and have minimal vibration impacts on the structure, as determined by a structural engineer.
  3. Minimum ground clearance. The blade tip of any WPG shall, at its lowest point, have ground clearance of no less than fifteen (15) feet.
- D. Minimum Setback. Minimum setback from any property line shall be one hundred (100) percent of the total tower height, as defined herein and no guy wire may extend close than thirty (30) feet from any property line. No part of the wind generator shall extend over, or across, any part of a public right-of-way.



- E. Noise Standard, Shadow Flicker and Signal Interference:
  - 1. Any noise produced by a WPG, permitted under this Section, shall be less than sixty (60) db as measured from the closest neighboring occupied building; and it is incumbent upon the applicant to demonstrate compliance prior to the issuance of any permits by the Board of Adjustment.
  - 2. The facility owner and operator shall make reasonable efforts to minimize shadow flicker to any occupied building not on the property upon which the WPG is located.
  - 3. The applicant shall make reasonable efforts to avoid any disruption or loss of radio, telephone, television or similar signals, and shall mitigate any harm caused by the wind powered generators.
- F. Fencing Requirement and Warnings. All WPG installations, other than single-pole towers, shall be enclosed by a fence with locking gate, or incorporate other effective measures to discourage unauthorized climbing of the tower. Towers shall not be climbable up to fifteen (15) feet above ground surface. A visible warning sign concerning voltage must be placed at the base of all towers. Reflective and brightly colored tubing shall be placed on guy wires up to a height of ten (10) feet from the ground.
- G. Control and Brakes. All wind powered generators shall be equipped with a redundant braking system. This includes both aerodynamic overspeed controls (including variable pitch, tip and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode. Stall regulation shall not be considered a sufficient braking system for overspeed protection.
- H. Liability insurance: Construction Phase. There shall be maintained a current general liability policy covering bodily injury and property damage with limits of at least one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate. Certificates of insurance shall be filed with the City of Livingston who will also be named as an additional insured.
- I. Aesthetics. WPG colors shall be of neutral subdued tones such as each tones or green or brown. Gray, including darkening galvanized gray, is also acceptable. If constructed on top of structure and visible from the ground, the WPG colors shall be a shade of sky blue. WPG shall not be finished in bright or vivid colors intended to draw attention to the structure or property. WPG shall not be illuminated by artificial means, except where required by the Federal Aviation Administration, or other federal, state, or local law.
  - 1. All permitted WPG shall be placed in a reasonably available location that will minimize the visual impact on the surrounding area, and allow the facility to function in accordance with the standards established by this Section, and all other federal, state, and local law.
  - 2. Wind towers shall not display any advertising, except for reasonable identification of the manufacturer and facility owner/operator, not to exceed one (1) square foot in size.
- J. Building, Electrical, Other Permits. All WPG shall comply with all applicable building, electrical, mechanical, and other permits required and issued by the City of Livingston, the State of Montana and/or federal regulations. This is to include any approvals required from the Historic Preservation Commission, or other local entity.
- K. Technological Obsolescence. If an applicant can demonstrate, to the satisfaction of the Board of Adjustment, that improvements in WPG technology have made some parts of this Section, and requirements, obsolete or unnecessary, the Board of Adjustment may waive those requirements while still satisfying the original intent and application of this Section. Once every two (2) years, the City shall review existing WPG technology for comparison to this Section, to be sure technological improvements are addressed.
- L. Requirements for Removal. Any WPG that is abandoned, damaged, inoperable, or unused for power generation shall be removed within twelve (12) months of the cessation of operations, unless an extension is approved by the Board of Adjustment. If such an extension is not approved, such WPG shall be deemed a nuisance and require its removal at the property owner's expense. After the WPG removal, the owner of the site shall restore the site to its original, or an improved, condition.

M. Application of Nuisance Law. If, after a Special Exception permit is issued, by the Board of Adjustment for a WPG, and the same WPG fails to comply with any part of this Section, it may deemed a nuisance and all applicable nuisance laws and regulations may be utilized for mitigation.

(Ord. No. 2002, § 1, 8/4/08)

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

**SECTION 2**

**Effective date:**

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

**PASSED** by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the 2nd day of March, 2021.

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

**ATTEST:**

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

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**PASSED ADOPTED, AND APPROVED** by the City Commission of the City of Livingston, Montana, on second reading at a regular session thereof held on the 6th day of April, 2021.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**File Attachments for Item:**

**B. ORDINANCE NO. 3004: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE NO. 1870 AS CODIFIED BY CHAPTER 2, SECTION 110 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED SITE PLAN REVIEW.**

**ORDINANCE NO. 3004**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE NO. 1870 AS CODIFIED BY CHAPTER 2, SECTION 110 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED SITE PLAN REVIEW.**

**Preamble.**

The purpose of this Ordinance is to make clear what projects are subject to site plan review and to revise both the submittal requirements and the site plan review criteria.

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**WHEREAS**, the City of Livingston initially adopted a site plan review ordinance in 1998; and

**WHEREAS**, The City Administration has recognized that the potential exists for increased development activity of projects that do not qualify as subdivisions; and

**WHEREAS**, such projects are not subject to the design specifications found in City Subdivision Regulations nor the review criteria found in State Subdivision Law; and

**WHEREAS**, it is the desire of the Administration to strengthen the site plan review ordinance to provide adequate oversight of such projects as well as providing a clear understanding of the City’s requirements and review criteria for the benefit of land owners and potential developers.

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Livingston, Montana, that Ordinances No. 1870 as codified in Chapter 2, Section 110 of the Livingston Municipal Code be and the same is hereby amended with additions underlined and deletions struck through, as follows:

**SECTION I.**

Sec. 2-110. - Site plans review.

A. ~~Site Plan Review. Any and all commercial or industrial development or redevelopment will be required to apply to the City for site plan review. The purpose of this review is to identify and mitigate any conflicts or inconsistencies between the proposed project, existing services, future needs and the City's development standards.~~ All development proposals meeting any of the following criteria require site plan review:

- 1. Ten (10) or more dwelling units on a single lot.
- 2. Ten-thousand (10,000) or more gross square feet of commercial or industrial floor area on a single lot.

- 3. Ten-thousand (10,000) or more square feet of outdoor storage area on a single lot.
- 4. Twenty (20) or more parking spaces on a single lot.
- 5. Any addition to an existing use that meets any of the above criteria.

B. Building Permit. ~~All projects which require a building permit are subject to site plan review. No building permit shall be issued nor will any work of any kind commence until the application for site plan review has been approved in writing by an authorized City official the Zoning Coordinator.~~

C. Applications for Site Plan Review. All applications for site plan review shall be submitted to the City of Livingston Planning Department. All Site Plan applications shall be consistent with the submittal requirements listed below.

~~1. The City shall require, when deemed necessary, changes, modifications or improvements in the proposed plans and drawings submitted for review in order to bring development projects into compliance with established City development standards and future needs. Applications for site plan review, containing adopted development standards, will be made on a form supplied by the City to which will be attached plans and drawings submitted by the developer or his agents which address the following issues:~~

- ~~a. Zoning. Land use type, lot size/density, property line setbacks, building heights, parking requirements, signs, landscaping requirements, screening, lighting and any other site-specific issues deemed to be pertinent to a given project;~~
- ~~b. Sewer and Water. Service lines and applicable fees, main extensions, payback areas and hydrant placement;~~
- ~~c. Storm Water. Site grading and drainage, parking area surfacing, oil and grease traps, storm water retention and/or connection to storm sewers;~~
- ~~d. Streets and Transportation. On-site traffic flow, curb cuts, proposed and existing ingress and egress to the property, sidewalks, boulevards, pedestrian safety, impact on public streets, traffic control devices and any other required off-site improvements;~~
- ~~e. Emergency Services. Building security and patrol requirements, lighting, fire access and water flows for fire fighting;~~
- ~~f. Solid Waste. Size, type, location and access to receptacles.~~

D. Submittal requirements. All items listed below shall be submitted to the Planning Department with any Site Plan application. The items listed are the minimum submittal requirements. The Planning Department may request additional information as deemed necessary to evaluate the application based upon the Site Plan Review Criteria.

- 1. General Information.
  - i. Completed Application form.
  - ii. Vicinity map including adjacent roads and zoning on adjacent parcels.
  - iii. Engineering design report.
  - iv. A copy of the most recent plat.
  - v. Proposed uses of all structures on the site.

- vi. Number and density of proposed dwelling units (if applicable).
- 2. Project Specific Information. The site plan application shall include the following, project specific, information. Specific submittal requirements for each item shall be listed in the City of Livingston Site Plan Application, Public Works Design Standards and Specifications Policy, City Ordinances, or referenced document. Site plans shall be appropriately divided into separate sheets to ensure legibility of the documents.
  - i. Boundary of the parcel with complete dimensions and topographic lines.
  - ii. Project phasing line (if applicable).
  - iii. Parcel size in square feet.
  - iv. North arrow and required legends.
  - v. Scale of between 1 inch to twenty feet (1":20') and one inch to one hundred feet (1":100')
  - vi. Location and width of all on-site and adjacent rights-of-way.
  - vii. Street Design conforming to the City's Public Works Design Standards and Specification Policy.
  - viii. Grading and drainage plan conforming to the City's Public Works Design Standards and Specifications Policy.
  - ix. Location of all proposed structures on site, with the distance of all structures to the property lines labeled and the square footage of the structures listed.
  - x. Building plans including:
  - xi. Location and design of any fences or walls.
  - xii. Landscaping plans.
  - xiii. Parking plans.
  - xiv. Location of site ingress and egress.
  - xv. Lighting plan conforming to the requirements of Chapter 18 of the Livingston Municipal Code.
  - xvi. Location and size of trash enclosures and associated screening.
  - xvii. Utility plan.
  - xviii. Sign plan.
  - xix. Copies of FEMA FIRM maps if any of the site is located within the 100-year floodplain.
- 3. Additional plans and studies.
  - i. A traffic impact study if determined to be required by the City of Livingston Public Works Department.
  - ii. A flood study if determined to be required by the City of Livingston Floodplain Administrator.
  - iii. A letter from the State Historic Preservation Office (SHPO), if determined to be required by the City Historic Preservation Officer, inventorying historic and

cultural resources on the site and plans to preserve any identified historic and cultural resources.

iv. All required local, state, and federal permits associated with the site plan application.

E. Applications with required supporting data and applicable filing fees shall be filed with the City Planning Office. The site plan review will not commence until all required documents and fees have been submitted.

F. The filing fee for site plan review is ~~two hundred fifty dollars (\$250.00)~~ shall be set by separate Resolution.

G. ~~The site plan application review committee shall consist of the City Manager and department heads or other designated person. The site plan review committee will meet as necessary to review each application shall be reviewed by the Zoning Coordinator. The Zoning Coordinator shall consult with local, state, and federal agencies as deemed necessary to evaluate the impact of the site plan proposal on the Site Plan Review Criteria as listed in the section.~~

H. Site Plan Review Criteria.

- 1. Relationship of the Site Plan elements to conditions both on and off the property.
- 2. Conformance with the City of Livingston Zoning Ordinance, including cessation of any current violations.
- 3. Conformance with applicable City of Livingston Ordinances and plans.
- 4. The safety of vehicular, bicycle and pedestrian ingress and egress.
- 5. Provision for utilities.
- 6. Conformance with the City's Public Works Design Standards and Specification Policy.
- 7. Historic preservation.
- 8. The impact of the proposal on surface and ground water.
- 9. The impact of the proposal on wildlife and the natural environment.
- 10. Open space
- 11. Landscaping and screening
- 12. Loading and unloading areas.

I. Conditions of Approval. The Zoning Coordinator may require conditions of approval as deemed necessary to ensure the site plan meets the Site Plan Review Criteria as listed in this section. A Certificate of Occupancy shall not be granted prior to the completion of all site plan conditions of approval.

J. Amendments to Approved Site Plans. Any amendment or modification of an approved Site Plan shall be submitted to the Planning Department for review and possible approval.

K. Violations and Civil Penalty. Any work performed contrary to the approved site plan shall not be permitted, a stop order will be issued and all work will cease until the violation is either removed or made to conform with the site plan at the applicant's expense. A violation may be punished by a civil penalty not to exceed five hundred dollars (\$500.00) for each day the violation is allowed to continue and each day shall be deemed a separate violation.



**PASSED** by the City Commission of the City of Livingston, Montana, on the first reading at a regular session thereof held on the 2nd day of March, 2021.

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**DOREL HOGLUND, CHAIR**

**ATTEST:**

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**FAITH KINNICK**  
Recording Secretary

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**PASSED, ADOPTED AND APPROVED**, by the City Commission of the City of Livingston, Montana, during a second reading at a regular session thereof held on the 6th day of April, 2021.

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

**ATTEST:**

**APPROVED TO AS FORM:**

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

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

**File Attachments for Item:**

**A. RESOLUTION NO. 4955: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON AUTHORIZING THE CITY MANAGER TO A GENERAL SERVICES AGREEMENT WITH WESTERN MUNICIPAL CONSTRUCTION, INC. FOR CONSTRUCTION OF THE 2021 5TH STREET SEWER MAIN IMPROVEMENTS PROJECT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT TO INCLUDE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY.**



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No: 4955

**Requested by:** Michael J. Kardoes, City Manager

**Date of First Consideration/Status:** 31 March 2021

**Purpose of Legislation:** Authorize the City Manager to sign a General Services Agreement with Western Municipal Construction, Inc. for construction of the 5<sup>th</sup> Street Sewer Main Improvements 2021 Project, and authorize the City Manager to execute the Agreement to include the use of contingency funds as deemed necessary.

**Statutory Authority/Reference:** Budget Authority/Formal Contract

**Background:** The City of Livingston advertised for bids for the 5th Street Sewer Main Improvements 2021 Project on February 22, 2021. Western Municipal Construction, Inc. was the lowest responsible bidder for the Base Bid and Bid Alternative for the project. TD&H Engineering has provided a recommendation to award the General Services Agreement to Western Municipal Construction, Inc. The City Administration recommends approving the attached GSA.

**Staff Recommendation:** Approve the General Services Agreement

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

**Attachments:**

- TD&H Recommendation of Award
- General Services Agreement

**RESOLUTION NO. 4955**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH WESTERN MUNICIPAL CONSTRUCTION, INC. FOR CONSTRUCTION OF THE 2021, 5<sup>TH</sup> STREET SEWER MAIN CAPACITY IMPROVEMENTS PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY.**

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**WHEREAS**, City administration requested a for construction administration services for the 5th Street Sewer Capacity Project from the project’s design firm, TD&H Engineering; and

**WHEREAS** TD&H Engineering is contracted to and authorized to provide construction administration and engineering services to the City of Livingston. TD&H submitted an engineer’s recommendation awarding the lowest bid to Western Municipal Construction, Inc. which document is attached hereto and incorporated herein as “Exhibit A”; and

**WHEREAS**, Western Municipal 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

**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 Western Municipal Corporation Inc., for the 2021 5<sup>th</sup> Street Sewer Main Capacity Improvement Project, and authorized to use contingency funds as deemed necessary.

**PASSED AND ADOPTED**, by the City Commission of the City of Livingston, this 6<sup>th</sup>, day of April, 2021.

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

**ATTEST:**

**APPROVED TO AS FORM:**

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

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

**GENERAL SERVICES AGREEMENT**

THIS GENERAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_ 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 office located at 414 East Callender Street, Livingston, MT 59047 (hereinafter referred to as the “City”), and **Western Municipal Construction, Inc.**, an incorporated company with its principal place of business located at 5855 Elysian Road, Billings, MT 59101 (hereinafter referred to as the “Contractor”; and together with the City, the “Parties”).

RECITALS:

- A. The Contractor is engaged in the business of providing construction and building services, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform construction services for the City.
- B. The Parties desire to define their respective rights, duties and obligations in connection with their relationship and, as a result, the Parties desire to proceed under the terms and conditions contained in this Agreement.

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

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Contractor agrees that all hiring will be on the basis of merit and qualifications and the Contractor will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- 3. SCOPE OF WORK/SERVICES. Contractor shall complete all work as specified or indicated in the construction plans and specifications herein. The Project for which the work shall be completed may be generally described as the “5<sup>th</sup> Street Sewer Main Improvements 2021.”

4. **CONTRACT DOCUMENTS.** In addition to this Agreement, the contract documents shall consist of the Project Manual and all attachments and exhibits thereto, the Instructions to Bidder, bid, all issued addenda, drawings the specifications manual, bonds, and insurance certifications as required by the Instructions to Bidder and documents identified therein (the foregoing documents are collectively referred to in this Agreement as the “Contract Documents.”) The Contract Documents are collectively attached hereto and incorporated herein as Exhibit A.

5. **NATURE OF RELATIONSHIP.**

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

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



- 7. ADDITIONAL CONTRACTOR RESPONSIBILITIES. The Contractor shall:
  - a. Give employment preference to bona fide Montana residents in the performance of the work.
  - b. Pay the travel allowance in effect and applicable to the district in which the work is being performed.
  - c. Pay the standard prevailing rate of wages, including fringe benefits, in effect and applicable to the district in which the work is being performed as determined by the Montana Department of Labor and Industry. Information about such wages and fringe benefits must be posted at the job site. 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. CITY'S RESPONSIBILITIES. The City shall:
  - a. Provide all of the information regarding any requirements under this Agreement in a timely fashion.
  - b. Provide access to City property and easements with respect to the performance of this Agreement
  
- 9. PAYMENT.
  - a. Subject to additions or deductions by change order, the Contractor shall perform his obligations under this agreement for the contract price **Two Hundred Forty-Four Thousand Seven Hundred Twenty and 00/100 (\$244,720.00)**. Pay estimates submitted by Contractor must first be approved by the City or its designee prior to payment. All bills shall be submitted fourteen (14) days before the regularly scheduled meeting of the City Commission to the Public Works Director at 330 Bennett 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.

10. TERMINATION.

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

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

Contractor. City, at its option, shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the City.

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

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

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

- 14. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
  
- 15. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
  
- 16. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Services and supersedes all prior agreements and understandings between the Parties with respect to the Services.
  
- 17. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.
  
- 18. CAPTIONS, HEADINGS, AND TITLES. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
  
- 19. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
  
- 20. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of an third party, including contractors,

subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the contractor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

21. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
22. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.
23. LIAISON. The designated liaison with the City is Shannon Holmes or Martha O'Rourke, both of whom can be reached at (406) 222-5667. The Contractor's liaison is Blake Juracek, who can be reached at (406) 679-0096.
24. GOVERNING LAW. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.
25. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

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

**City of Livingston**

**Contractor** \_\_\_\_\_

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

\_\_\_\_\_  
**Name:** \_\_\_\_\_

\_\_\_\_\_  
**Date**

**Its:** \_\_\_\_\_

\_\_\_\_\_  
**Date**

**[ Exhibit A ]**

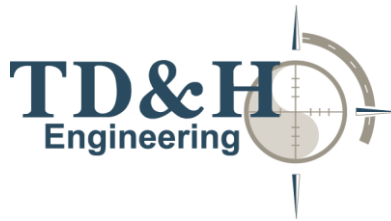
**[ Certificates of WC and UE Insurance or Exemptions ]**

**Exhibit B**

**[ Certificates of Insurance ]**



234 East Babcock Street  
Suite 3  
Bozeman, MT 59715



406.586.0277  
tdhengineering.com

March 25, 2021

Shannon Holmes, Public Works Director  
City of Livingston  
330 North Bennett Street  
Livingston, MT 59047

**RE: CITY OF LIVINGSTON 5<sup>TH</sup> STREET SEWER PROJECT  
ENGINEER RECOMMENDATION**  
TD&H ENGINEERING JOB NO. B18-051-054

Dear Shannon,

TD&H has tabulated the bids from contractors for Base Bid and Bid Alternate. After an active and successful bidding period, overall four contractors submitted bids on the sewer improvements work. All contractors submitted bids to the City of Livingston on March 17, 2021. The tabulated bids are detailed and attached including the engineer's estimate. TD&H did the proper background due diligence for the apparent low bidder for the combined schedules, Western Municipal Construction, which includes reference checks and requested background summary. This information is also attached to this letter.

The low bid for the project came in as follows:

	<u>Engineer's Estimate</u>	<u>Western Municipal Construction</u>
<b>Base Bid</b>	\$225,340.00	\$199,233.00
<b>Bid Alternate</b>	\$6,145.00	\$45,487.00
<b>Total</b>	<b>\$231,485.00</b>	<b>\$244,720.00</b>

The low number in the engineer's estimate for the bid alternate is due to a high bypass bid item in the base bid that is deducted in the alternate schedule. Western Municipal has confirmed that they are comfortable with their numbers to complete a successful project and they are ready to begin rehabilitation work as early as mid-April, weather permitting.

At this time, TD&H recommends that the City of Livingston enter into negotiations with Western Municipal Construction for 5<sup>th</sup> Street Sewer Improvements. TD&H has verified that Western has included the following in their bid: Montana Davis Bacon prevailing wages, 1% GRT Tax, and a performance and payment bond.

Once we have approval to enter into negotiations for the rehabilitation work, TD&H will prepare a contract, set up a preconstruction meeting, and oversee the construction of the project.

Please let me know if you have any questions.

Sincerely,



**Matt McGee, PE**  
Project Manager  
**TD&H ENGINEERING**

Attachments: 5<sup>th</sup> Street Sewer Improvements Bid Tabulation  
Reference check summary  
Western Municipal Qualifications and References

J:\2015\B15-081 City of Livingston On-Call Engineering Services\054 5th Street SEWER IMPROVEMENTS\CONSTRUCTION\WESTERN\QUALIFICATIONS-REFERENCES-RECOMMENDATION\CITY OF LIVINGSTON RECOMENDATION TO AWARD 5TH STREET.DOC



**File Attachments for Item:**

**B. RESOLUTION NO. 4956: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, IMPOSING A RATE FOR COLLECTION AND DISPOSAL OF GREEN WASTE IN THE AMOUNT OF \$6.00 PER MONTH PER RESIDENTIAL CUSTOMER PER GREEN WASTE CONTAINER, A \$3.00 PER MONTH ADMINISTRATIVE FEE, AND THE IMPLEMENTATION OF THE GREEN CAN PROGRAM.**

March 31, 2021

**STAFF REPORT**  
**RESIDENTIAL GREEN WASTE COLLECTION PROGRAM MONTHLY RATE  
IMPLEMENTATION**

**Background**

The City of Livingston has offered a residential green waste collection program to City residents, picking up green waste in green cans twice per week in the summer months, May through October. This green waste mainly consisted of grass clippings, but also included some wood waste, straw, and leaves. The City only had approximately 900 green cans in the program, and offered collection for free to those with a green can. The program was originally established free of charge and with the intent for neighbors to share the use of the cans. However, over the years and as the requests for the green cans increased it became evident the green cans were kept indoors and hoarded rather than shared. The City could not purchase additional green cans for all the requests received due to lack of funding. Since the service has been historically free, it actually costs the City significant expenses to operate including labor, fuel, truck expenses, and green waste disposal costs.

The City does operate a small co-composting program at the Water Reclamation Facility (WRF), however, the process uses dewatered sludge and fresh wood chippings in its recipe for production of a usable compost. Almost all the green waste collected from the residential green waste program is unusable at this time and must be either hauled to the High Plains Landfill near Great Falls, Montana or to the City's Swingley Road property for storage. Hauling the green wastes to the landfill is costly since the City is charged a rate per ton of material delivered, so the City has been hauling a majority of this material to its Swingley property for stockpiling. In the past, the City has also performed burns of the green waste collected to help alleviate the volume of material for transfer.

The original plan for the City's Swingley Road property was to operate a small composting facility, licensed by the Montana Department of Environmental Quality (DEQ). Due to the lack of resources available to properly operate the facility, over 10,000 cubic yards of stockpiled unprocessed green waste sits on the site. The majority of this material has not composted due to lack of moisture, minimal effort to turn the piles to incorporate air for composting, and a large quantity of decayed wood. The City has made attempts to burn the material without success, due to the volume of decayed material in the pile.

At the end of the 2020 program year, the City collected approximately 750 of the 900 green cans in order to begin the redevelopment process. The remaining 150 green cans were either requested by owners to be kept or were not left out for collection. These residents have been added to a list kept by the City for incorporation into the 2021 program year.

Great West Engineering was hired at the end of 2020 to complete a green waste study. The City's goals for this study included:

1. Analysis of the City's existing program, its weaknesses, and its strengths.

2. A redesign of the residential green waste collection system such that it is available to all residents who request the service and is, at a minimum, break-even for the City;
3. Development of a plan to utilize the green wastes received for composting to avoid costly transferring of these materials to the landfill;
4. Development of a plan to make the Swingley Road Small Composting Facility operational, and to begin composting the large volume of existing stockpiled green waste at the property.

### **Proposed Findings of Fact**

The existing residential green waste collection program was not a fair service to all City residents. The City could not afford to purchase enough green cans for all residents who requested the service, existing green cans were not shared as originally intended, and the City was losing money on the program due to costs of labor, fuel, truck expenses, and green waste disposal fees.

The City does intend to continue to offer the residential green waste collection program with the addition of a monthly fee to cover its costs. There are approximately 900 green cans in the existing program, and the City anticipates an initial need for an additional 600 green cans for a total of 1,500 green cans. Additional green cans may be purchased as residents request the service.

The Small Composting Facility will take time and funding to make it operational per the plans of the Green Waste Study, and is not anticipated to be complete in 2021. For the program year 2021, the City will continue to operate as before by collecting green waste for the months of May through October with collection 2 days per week on Tuesdays and Thursdays. The green waste will be stockpiled at the Swingley Road property and hauled to the landfill as needed. Excess amounts of wood waste may be burned at the Transfer Station to help alleviate the volume of material taken to the Swingley Road property. Once funds are obtained, the City plans to begin developing the Swingley Road Small Composting Facility and working towards a license for a Large Composting Facility to accommodate for future growth and the incorporation of the dried sludge from the WRF.

### **Staff Recommendation**

City staff recommends a monthly fee of \$6.00 for the residential green waste collection program, beginning in May of 2021.

The \$6.00 monthly fee was determined as a starting rate for the 2021 program year. This fee uses the Federal Emergency Management Agency's (FEMA) schedule of equipment rates and the City's current truck driver rates for collection. An appropriate percentage of the City's disposal costs was also included in the rate. The breakdown of the costs is as follows:

- 3-year average (2018 – 2020) of **419 tons** of green waste is collected by the program annually. This quantity increases proportionally to the number of green cans in the program.

- 3-year average (2018 – 2020) of **145 hours** of residential green waste collection time per program year. This quantity increases proportionally to the number of green cans in the program.
- FEMA’s Garbage Truck rate for 2019 was **\$57.06 per hour**. This includes fuel costs, operation costs, and maintenance costs.
- The City’s 2020 truck driver rate was **\$19.91 per hour**. This does not include overtime pay, which is often required in the busiest months of June and July.
- Cost of disposal to the High Plains Landfill is **\$48.63 per ton**. It is estimated that a small percentage, roughly 20-25%, of the green waste is hauled to the landfill per program year. The remainder is sorted at the Transfer Station for either transfer to the Swingley Road property or for burning. For ease of this calculation, labor and equipment costs for the Transfer Station to manage the green waste were estimated to equal the costs of landfilling the green waste.

The resulting average yearly program costs are approximately \$31,537 for the 900 green cans used in the program in the past. This is equivalent to \$35.04 per year per green can, or \$5.84 per month. The City requests to round this cost up to an even \$6.00 per month fee.

Some residents have contacted the City asking about use of the service for only part of the season. City staff recommend adding an administration fee of \$3.00 for delivery or pick up of green cans to residents who choose not to use the full service from May through October. This fee will cover administration, labor, and associated costs of adding or removing the service account in the middle of the season.

**Implementation of the service**

The City plans to purchase the additional 600 green cans in April. Green can orders have typically taken 6 to 8 weeks from order date to delivery of the shipment. City residents will be notified of the availability of the green cans beginning early-April using the City’s Public Works Facebook page, a note in the spring flyer, and an article in the Livingston Enterprise.

Residents will need to contact the Public Works department to request a green can. The \$6.00 fee will be added to that resident’s monthly utility bill. Any resident with a green can from the 2020 program will need to contact Public Works to notify if they would like to participate in the 2021 program or have their green can picked up to cancel the service. Each green can will be marked with a 2021 sticker denoting the account is active for the program. The sticker will allow the green waste collection drivers to know who has paid for the program.

Green cans will be distributed on a first-come, first-served basis until all the available green cans are utilized. Additional requests will be added to a green can request list. The City will purchase the necessary green cans and incorporate the requested residents as cans are made available. The administration fee will be waived for late addition to the green waste program due to green can availability.

The residential green waste collection program is anticipated to begin May 2021 with the first green can collection on Tuesday, May 11<sup>th</sup>.

Residential garbage is not allowed in the green cans because it contaminates the green waste. Often times, the collection driver does not see the residential waste in a green can until it is dumped into the truck. Once contaminated, the entire truck load must be treated as residential waste and charged as such. This costs the city \$48.63 per ton to dispose of this material to the landfill. In the event a resident mixes residential waste in the green cans, City Staff propose adding a fine to that resident's utility bill. Should the issue persist, the resident will lose privilege to the green waste collection program.

**RESOLUTION NO. 4956**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, IMPOSING A RATE FOR COLLECTION AND DISPOSAL OF GREEN WASTE IN THE AMOUNT OF \$6.00 PER MONTH PER RESIDENTIAL CUSTOMER PER GREEN WASTE CONTAINER, A \$3.00 PER MONTH ADMINISTRATIVE FEE, AND THE IMPLEMENTATION OF THE GREEN CAN PROGRAM.**

**WHEREAS**, 7-14-4105, Montana Code Annotated (MCA), provides that the City has the power to regulate the collection and disposal of solid wastes; and

**WHEREAS**, 7-14-4106, MCA, provides that the City Commission may levy the costs of the removal and disposition of solid wastes as a special charge against property from which the solid waste was deposited; and

**WHEREAS**, the City’s current Green Waste collection service was started on the premise of residents sharing the containers for green waste, to reduce compostable items dumped in the landfill, and has not been available to all City residents, but the City desires to make this service available to all City residents, first-come, first-served; and

**WHEREAS**, no charge was imposed in 2020 for Green Waste collection and the City’s 2019-2024 Strategic Plan calls for operational reserves in rate supported enterprise funds, including the Solid Waste Fund; and

**WHEREAS**, the City continues to experience increases in operating expenses in its costs of collecting and disposing of solid wastes and engaged a consultant to evaluate the costs of Green Waste collection and composting in order for the Public Works Director and the City Manager to impose an appropriate rate; and

**WHEREAS**, the collection and disposal of solid waste is operated as an enterprise fund, i.e. the costs of providing the service are paid through user charges; and

**WHEREAS**, Public Works in consultation with the consultant believes that a fee of \$6.00 per green can per month, and a \$3.00 per month administrative fee, for residential customers in 2021 is necessary to offset the increased operating expenses of the City; and



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

That the City Commission hereby authorizes the Public Works Director and City Manager to set fees for collection and disposal of green waste, to wit a fee of \$6.00 per green can per month, and a \$3.00 per month administrative fee, for residential customers for the 2021 season.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 6th day of April 2021.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**File Attachments for Item:**

**C. RESOLUTION NO. 4957: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON AUTHORIZING THE CITY MANAGER TO A GENERAL SERVICES AGREEMENT WITH TD&H ENGINEERING, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE 2021 5TH STREET SEWER MAIN IMPROVEMENTS PROJECT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT TO INCLUDE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY.**



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

**Requested by:** Michael J. Kardoes, City Manager

**Date of First Consideration/Status:** 31 March 2021

**Purpose of Legislation:** Authorize the City Manager to sign a Professional Services Agreement with TD&H Engineering for construction administration services for the 5<sup>th</sup> Street Sewer Main Improvements 2021 Project, and authorize the City Manager to execute the Agreement to include the use of contingency funds as deemed necessary.

**Statutory Authority/Reference:** Budget Authority/Formal Contract

**Background:** The City Administration requested a proposal for construction administration services for the 5<sup>th</sup> Street Sewer Capacity Project from the project’s design firm, TD&H Engineering. Negotiations on the scope and fees addressed in the proposal are finalized. The City Administration recommends approving the attached PSA.

**Staff Recommendation:** Approve the Professional Services Agreement

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

**Attachments:**  
Proposal for Construction Administration Services  
Professional Services Agreement

**RESOLUTION NO. 4957**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH TD&H, INC. FOR CONSTRUCTION OF THE 2021, 5<sup>TH</sup> STREET SEWER MAIN CAPACITY IMPROVEMENTS PROJECT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY.**

\*\*\*\*\*

**WHEREAS**, City administration requested a proposal for construction administration services for the 5th Street Sewer Capacity Project from the project’s design firm, TD&H Engineering; and

**WHEREAS** TD&H Engineering is contracted to and authorized to provide construction administration and engineering services to the City of Livingston. TD&H submitted the attached proposal for engineering and construction administration fees totaling of \$28,000.00; 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 TD&H Engineering, Inc. for construction management services for the 2021 5<sup>th</sup> Street Sewer Main Capacity Improvement Project, and authorized to use contingency funds as deemed necessary.

**PASSED AND ADOPTED**, by the City Commission of the City of Livingston, this 6<sup>th</sup>, day of April, 2021.

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

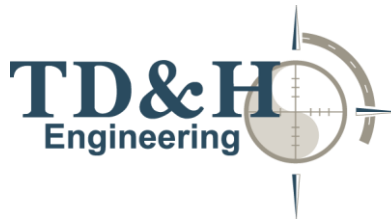
**ATTEST:**

**APPROVED TO AS FORM:**

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

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

234 East Babcock Street  
Suite 3  
Bozeman, MT 59715



406.586.0277  
tdhengineering.com

March 29, 2021

Mr. Shannon Holmes – Public Works Director  
City of Livingston  
330 Bennett Street  
Livingston, MT 59047

## **RE: PROPOSAL FOR CONSTRUCTION ADMINISTRATION FOR 5<sup>TH</sup> STREET SEWER IMPROVEMENTS**

Dear Shannon,

Thank you for the opportunity to submit this proposal to provide engineering services for construction during the 5<sup>th</sup> Street Sewer project.

### **SCOPE OF WORK - ENGINEERING**

Our scope of work includes:

- Coordination with the various agencies involved in the project.
- Shop drawing review.
- Preconstruction conference.
- Construction staking.
- Construction inspection and testing.
- Project management and necessary meetings.
- Project closeout and record drawings.

Our proposed scope covers from project award, construction inspection to submitting record drawings to MDEQ and ultimately provide a certification of compliance and acceptance package for the sewer improvements.

### **SCHEDULE AND FEE**

Contract time for base bid and alternate is estimated at 44 calendar days, which equates to approximately 6 weeks of construction. We have included several trips for our senior level construction manager/P.E., Mike Kirkpatrick, to help maintain good communication with Contractor and work through the construction issues and coordination with MRL. Our estimated fees for the scope outlined above are listed below:

1. Construction Staking .....	<b>\$3,000</b>
2. Construction Inspection and Management .....	<b>\$20,400</b>
3. Record Drawings .....	<b>\$1,000</b>
Subtotal	<b>\$24,400</b>
15% Contingency	<b>\$3,600</b>

**TOTAL ENGINEERING AND CONSTRUCTION ADMINISTRATION FEE \$28,000**

The construction amount for this project is approximately \$244,720.00, which includes the bid alternate to repair the bypass sewer main in the alley. We propose using this construction total as a benchmark to calculate the construction management fee. It is industry standard to use 10% of the estimated fee as a target for construction management fees and we have used this strategy to estimate the construction management fee for this project.

As in years past, if we do not reach the total construction administration estimated fee, we will not bill the City and if the fee ends up higher due to the approach of using percentage of engineer's estimate price instead of contract time, we will finish the project on time and materials budget as approved by the City.

Thank you for the opportunity to submit this proposal. We appreciate your confidence in our firm, and we look forward to continuing our work with you on this project. If you have any questions or comments regarding this proposal or wish to discuss the scope of services, please call.

Sincerely,



**Matt McGee, PE**  
Project Manager  
**TD&H ENGINEERING**

J:\2015\B15-081 City of Livingston On-Call Engineering Services\054 5th Street SEWER IMPROVEMENTS\DOCUMENTS\CONTRACTS\CONSTRUCTION\5TH STREET CONSTRUCTION MANAGEMENT PROPOSAL.DOC



**File Attachments for Item:**

**A. APRIL 2021 CALENDER**

**National Child Abuse Prevention Month**  
 Strengthening Families Month #GoBlue  
 #StrongFamilies #GrowingBetterTogether  
 #Safekids #NCAPM2021

# April 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
28	29	30	31	1	2	3	
4 Easter Egg Hunt 1:00 p.m. Sacajewa Park	5	6 Regular City Commission Meeting 5:30 pm via Zoom	7	8	9	10	
11	12	13 Historic Preservation Commission Mtg. 3:30 pm City Zoning Commission 5:30 pm	14 City Conservation Board Mtg 5:00 pm	15 Tree Board Meeting Noon	16	17	
18	19	20 Regular City Commission Meeting 5:30 pm via Zoom	21 Library Board Mtg 4:00 Planning Board Mtg 5:30 Sister City Board Mtg 7:00 pm	22	23 Early School Pre- registration event all grades 10 am	24	
25	26	27	28 Parks & Trails regular Meeting 6:00 pm	29	30	1	
2	3	Notes					
<p><b>4/13/2021: City/County Board of Health Meeting 5:30 p.m.</b> All</p> <p>other meetings held via Zoom, unless stated otherwise. To find out more information how you can participate in these meetings visit <a href="http://www.livingstonmontana.org/calendar.php">http://www.livingstonmontana.org/calendar.php</a></p>							



**File Attachments for Item:**

**B. LEGAL NOTICE OF PUBLIC HEARINGS BEFORE CITY ZONING COMMISSION.**

**LEGAL NOTICE OF PUBLIC HEARING BEFORE  
THE CITY OF LIVINGSTON ZONING COMMISSION**

A public hearing before the Livingston Zoning Commission will be held at 5:30 p.m. on Tuesday, April 13, 2021 virtually via Zoom (details below).

**Parking and Landscaping Zone Text Amendment:** The Purpose of this hearing is to receive public comment regarding a Zone Map Amendment from the provisions of Chapter 30 of the Livingston Municipal Code. Specifically, the amendment is to clarify parking space dimensions and requirements, incorporate bicycle parking into the parking requirements, and update required landscaping for parking lots, and commercial and industrial development.

**Livingston Inn Zone Map Amendment:** The Purpose of this hearing is to receive public comment regarding a Zone Map Amendment from the provisions of Chapter 30 of the Livingston Municipal Code. Specifically, the amendment is to zone the parcel commonly known as the Livingston Inn, addressed as 5 Rogers Lane, as it has been annexed into the City. The Parcel is legally described as Lot 15C of Certificate of Survey 170A less the Mortgage tract in Certificate of Survey 1443, in the Acreville subdivision, in Section 23 of Township 2 South Range 9 East, on file with the Park County Clerk and Recorder. The proposed zoning for the parcel is Highway Commercial (HC).

**1 & 5 Pronghorn Dr.:** The Purpose of this hearing is to receive public comment regarding a Zone Map Amendment from the provisions of Chapter 30 of the Livingston Municipal Code. Specifically, the amendment is to zone the parcels addressed as 1 and 5 Pronghorn Drive, as it has been annexed into the City. The Parcels are legally described as Tract A of Plat 138, less .005 acres and the right of way on R- 134-481, in the Acreville subdivision, in Section 23 of Township 2 South Range 9 East and Prortional Lot 14 in Plat 138 , in the Acreville subdivision, in Section 23 of Township 2 South Range 9 East, on file with the Park County Clerk and Recorder. The proposed zoning for the parcel is Highway Commercial (HC).

For further information, please contact Mathieu Menard at the City Planning Office at (406) 222-4903 or [planning@livingstonmontana.org](mailto:planning@livingstonmontana.org).

To attend via Zoom please use the link or call the phone number below.

Join Zoom Meeting

<https://us02web.zoom.us/j/81123642204?pwd=eEc3L0tDMGg1NjVpVWxIa1djTGgvQT09>

Telephone: (669) 900 9128  
Meeting ID: 811 2364 2204  
Passcode: 578985

Mathieu Menard  
City Planner

**PLEASE PUBLISH ON MONDAY, MARCH 29, 2021**

**File Attachments for Item:**

**C. RECRUITMENT NOTICE FOR HISTORIC PRESERVATION COMMISSION**

## Volunteers Needed!

### Recruiting for membership on the Historic Preservation Commission

**Passionate about preserving Livingston’s History? The City of Livingston is now recruiting to fill two (2) vacancies on the Historic Preservation Commission, to serve a three (3) year term.**

The purpose of the Livingston Historic Preservation Commission (HPC) is, through the preservation of historically significant buildings and the creation of a central business district that reflects the cultural and architectural past of the City, to promote the tourist industry; to inform property owners within the historic districts of potential tax incentives and federal grants that might be available for the preservation of those historic structures; and to enhance the property values and increase economic and financial benefits to the City and its residents through the preservation of historic buildings.

#### **Qualification requirements:**

The HPC By-laws require applicants for the Historic Preservation Commission must reside within the City, own property within the downtown historic district, be at least 18 years of age, a registered voter, a citizen of Montana and of the United States, and, insofar as possible, hold the professional expertise listed in Ord. 2054, §31.05A. Historic Preservation Commissioners shall not hold any other public office under the City.

Interested in sharing your time and talents? Applicants are encouraged to include a resume or bio, and a short cover letter outlining why they would like to serve on the Historic Preservation Committee, what special skills, talents, or credentials you offer, and what you hope to accomplish as a member. Applications are available:

Online: [www.livingstonmontana.org](http://www.livingstonmontana.org)

In-person: At the City Offices located at 414 East Callender Street, Livingston, MT 59047 Call for application: Call Faith for an application: (406) 823-6002.

**The deadline for applications is APRIL 19, 2021.**

If you have questions about this or any other City Board/Committee vacancies, contact Faith Kinnick at (406) 823-6002 or visit the [Historic Preservation Commission webpage](#).