



Livingston City Commission Agenda

August 09, 2022

5:30 PM

VIA ZOOM

<https://us02web.zoom.us/j/85295515067?pwd=T2t3dU1kanFhMDMwTnA2SmJsUEJxUT09>

Meeting ID: 852 9551 5067 **Passcode: 343585** Call In: (669) 900-6833

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. 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)

6. Consent Items

- A. APPROVE MINUTES FROM JULY 26, REGULAR COMMISSION MEETING. Pg. 5**
- B. RATIFY CLAIMS PAID 07/14/2022-07/29/2022. Pg. 16**
- C. ACCEPT CITY COURT FINANCIAL REPORT FROM MAY 2022. Pg. 27**
- D. APPROVE TOURISM BUSINESS IMPROVEMENT DISTRICT (TBID) BOARD RECOMMENDATION TO FILL VACANCIES. Pg. 29**

7. Proclamations

8. Scheduled Public Comment

9. Public Hearings

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

- A. ORDINANCE NO. 3036: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY REZONING PROPERTY LEGALLY DESCRIBED AS LOTS 1-16 OF BLOCK 22 & LOTS 17-32 OF BLOCK 23, PLACE ADDITION (ADDRESSED AS 1200 W. MONTANA STREET) FROM MEDIUM DENSITY RESIDENTIAL (RII) TO HIGH-DENSITY RESIDENTIAL (RIII). Pg. 35**
- B. ORDINANCE NO. 3037: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ZONING PROPERTY LEGALLY DESCRIBED AS LOT 16 & 17 OF THE ACREVILLE SUBDIVISION IN SECTION 23, TOWNSHIP TWO SOUTH (T02S), RANGE NIINE EAST(R09E), AS MIXED-USE. Pg. 56**

10. Ordinances

- A. ORDINANCE NO. 3038: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 11 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED FIRE PROTECTION AND PREVENTION REMOVING LANGUAGE REDUNDANT WITH STATE STATUTE AND REMOVING LANGUAGE REGARDING THE LIFE SAFETY CODE AND RENUMBERING THE SECTIONS INTO A MORE RECOGNIZABLE ORDER.**

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11. Resolutions

- A. RESOLUTION NO. 5060: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY OF LIVINGSTON TO APPLY FOR THE AMERICAN RESCUE PLAN ACT MINIMUM ALLOCATION GRANT PROGRAM AND AUTHORIZING THE COMMITMENT OF REQUIRED MATCHING FUNDS AND AUTHORIZING THE INTERIM CITY MANAGER TO SIGN ANY REQUIRED CONTRACTS TO COMMIT OR ACCEPT FUNDS.**

Pg. 88

- B. RESOLUTION NO. 5061: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDMENT TO THE OWNER-ENGINEER AGREEMENT WITH AE2S FOR THE EXTENSION OF CONTRACTED ON-CALL AND INSTRUMENTATION CONTROL SERVICES THROUGH JULY 28, 2024, AS IT PERTAINS TO THE LIVINGSTON WATER RECLAMATION FACILITY AND SCADA SYSTEM.**

Pg. 92

12. Action Items

- A. DISCUSS/APPROVE/DENY: RECOMMENDATIONS FROM THE APRPA BUCKET A VISIONING COMMITTEE.**
- Pg. 106**
- B. DISCUSS/APPROVE/DENY: PROVIDING \$1200.00 FINANCIAL CONTRIBUTION TO BIG SKY PASSENGER RAIL AUTHORITY.**
- Pg. 131**
- C. DISCUSS/APPROVE/DENY: CONSIDERATION OF OPTIONS FOR CITY MANAGER TO ADDRESS HOUSING CONCERNS AND OTHER POTENTIAL COMPENSATION.**
- D. DISCUSS/APPROVE/DENY: CITY MANAGER RESIDENCY REQUIREMENT.**
- E. CLOSED EXECUTIVE SESSION: PERSONNEL MATTER AND LEGAL UPDATE**

13. City Manager Comment

14. City Commission Comments

15. Adjournment

Calendar of Events

Supplemental Material

Notice

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

File Attachments for Item:

A. APPROVE MINUTES FROM JULY 26, REGULAR COMMISSION MEETING



Livingston City Commission Minutes

July 26, 2022

5:32 PM

VIA ZOOM

<https://us02web.zoom.us/j/89305916230?pwd=MVdJZ3V5T2Z6ZXlTWXJwWXc0V2h5dz09>

Meeting ID: 893 0591 6230 **Passcode: 342651** Call in: (669) 900-6833

1. Call to Order

2. Roll Call

In attendance: Vice-Chair Karrie Kahle, Commissioner Mel Friedman, Commissioner Quentin Schwarz, Commissioner Torrey Lyons, Chair Melissa Nootz excused. Staff in attendance: Interim City Manager Lisa Lowy, City Attorney Courtney Lawellin, Public Works Director Shannon Holmes, City Finance Director Paige Fetterhoff, and Recording Secretary Faith Kinnick.

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)

- Jane Jarret gave public comment
- Karilee Valeriano gave public comment

4. Consent Items 5:36 p.m. (00:05:29)

A. APPROVE MINUTES FROM JULY 12, 2022, REGULAR MEETING.

B. RATIFY CLAIMS PAID 07/02/2022-07/13/2022.

C. ACCEPT THE HISTORIC PRESERVATION COMMISSION RECOMMENDATION TO APPOINT KRISTEN VANDERLAND TO FILL A VACANCY, FOR A TERM ENDING DECEMBER 31, 2023.

- Motion by Friedman, second by Schwarz
All in favor, passes 4-0

5. Proclamations 5:37 p.m. (00:06:26)

A. PROCLAMATION DECLARING AUGUST 2, 2022, AS NATIONAL NIGHT OUT.

- Kahle asked clarifying questions
- Lowy answered
- Schwarz made comments

6. Scheduled Public Comment 5:42 p.m. (00:10:42)

A. RICK TILLERY OF THE SMALL BUSINESS ADMINISTRATION, PRESENTS DISASTER RECOVERY RESOURCES AVAILABLE.

- Commissioner Lyons asked clarifying questions
- Chair Kahle made comments and asked clarifying question
- Nancy Adkins asked clarifying question

B. _____ OF FEMA, WITH UPDATE ON LIVINGSTON'S DISASTER RECOVERY ASSISTANCE. (Rep had schedule conflict, will reschedule)

7. Public Hearings

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

A. ORDINANCE NO. 3034: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ZONING PROPERTY LEGALLY DESCRIBED AS LOT 1 OF SUBDIVISION 183 IN SECTION 14, TOWNSHIP TWO SOUTH (T02S), RANGE NINE EAST (R09E), AS PUBLIC (P). 5:58 p.m. (00:25:39)

- Kahle opened public hearing
- Karilee Valeriano asked clarifying question
- Public hearing closed
- Lowy presented background on item
- Kahle asked Lowy clarifying question
- No clarifying questions from Commission
- Motion by Lyons, second by Friedman
- Lyons gave comments
- Motion passes 4-0.

B. RESOLUTION NO. 5053: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WATER SYSTEM. 6:06 p.m. (00:34:57)

- Lowy introduced item
- Kahle asked Lowy clarifying question
- Kahle opened the public hearing
- Linda Mahr gave public comment

- Nancy Adkins gave public comment
- Angela Devani gave public comment
- Karilee Valeriano gave public comment
- Marc Graham gave public comment
- Patricia Grabow gave public comment
- Linda Mahr was allowed to give additional comment
- Tammy Lewis gave public comment
- Leslie Feigle gave public comment
- Public hearing closed
- Lyons asked clarifying questions
- Fetterhoff answered
- Kahle asked Lowy to address comments/questions from the public
- Fetterhoff made additional clarifying comments
- Schwarz motioned to approve Resolution No. 5053, second by Friedman
- Schwarz made comments
- Lyons made comments and asked additional clarifying question of Lowy
- Lowy answered
- Kahle made comments and asked additional clarifying question of Lowy
- Lowy answered
- Holmes gave comments
- All in favor passes, 4-0

10-minute recess, resumed at 7:01 p.m. (01:19:14)

C. RESOLUTION NO. 5054: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, INCREASING ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WASTEWATER SYSTEM. 7:01 p.m. (01:22:05)

- Lowy introduced item
- Chair opened public hearing
- Linda Mahr gave public comment
- Karilee Valeriano gave public comment and asked clarifying questions
- Public hearing closed
- Lyons asked clarifying question of Lowy
- Lyons made additional comments
- Kahle asked clarifying questions of Lowy
- Holmes made additional comments
- Kahle made comments

- Lowy made additional comments
- Motion by Schwarz to approve Resolution No. 5054, second by Friedman
- Schwarz made comments
All in favor, passes 4-0

D. RESOLUTION NO. 5055: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING THE RATE FOR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE AMOUNT OF 20% PER MONTH FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS TO BECOME EFFECTIVE JULY 2022. 7:19 p.m. (01:40:13)

- Lowy introduced item
- Chair opened public hearing
- Arlene Roemer da Feltre gave public comment
- Linda Mahr gave public comment
- Karilee Valeriano gave public comment
- Mary Pleas gave public comment
- Daniel Bergquist gave public comment
- Public hearing closed
- Lyons asked clarifying questions
- Holmes made comments
- Lowy made additional comments about incinerator
- Lyons made motion to approve Resolution No. 5055, second by Friedman
- Schwarz made comments
- Lyons made additional comments
- Holmes made additional comments and announced the recycling area automated gate starting in August the city will be able to extend recycling hours and provide 7-day service.
- Kahle made comments
All in favor, passes 4-0

E. RESOLUTION NO. 5056: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, APPROVING AND ADOPTING THE FINAL BUDGET IN THE AMOUNT OF \$25,956,988 FOR THE FISCAL YEAR BEGINNING ON JULY 1, 2022, AND ENDING JUNE 30, 2023, (FY23), AND MAKING APPROPRIATIONS AND ESTABLISHING SPENDING LIMITS AND AUTHORIZING TRANSFER OF APPROPRIATIONS WITHIN THE SAME FUND. 7:43 p.m. (02:04:12)

- Lowy introduced item
 - Chair opened public hearing
 - Daniel Bergquist gave comment
 - Karilee Valeriano gave comment
 - Nancy Adkins gave comment
 - Closed public hearing
 - Lyons asked clarifying questions of Holmes/Fetterhoff
 - Fetterhoff answered
 - Holmes answered
 - Lyons made additional comments
 - Kahle made comments
 - Lowy answered questions from public
 - Schwarz motioned to approve Resolution No. 5056, second by Friedman
 - Schwarz made additional comments
 - Kahle made comments
- All in favor, passes 4-0

F. RESOLUTION NO. 5057: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, LEVYING 100% OF THE COST FOR STREET MAINTENANCE AND IMPROVEMENT DISTRICT NO. 1 FOR THE FISCAL YEAR 2022-2023 IN THE AMOUNT OF \$1,323,753, AND ASSESSING ALL PROPERTY WITHIN THE DISTRICT. 8:04 p.m. (02:24:54)

- Lowy introduced item
 - Chair opened public hearing
 - No public comments
 - Closed public hearing
 - Lyons asked clarifying question
 - Lyons motioned to approve Resolution No. 5057, second by Schwarz
 - Kahle made comments
 - Lyons made comments
 - Kahle made additional comments
- All in favor, passes 4-0

G. RESOLUTION NO. 5058: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTIMATING THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 IN THE AMOUNT OF \$87,600 FOR FISCAL YEAR 2022-2023 AND LEVYING AND ASSESSING 100%

OF THE ESTIMATED COSTS AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH IT'S ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT. 8:10 p.m. (02:31:20)

- Lowy introduced item
 - Chair opened public hearing
 - Karilee Valeriano asked clarifying question
 - Closed public hearing
 - No commissioner clarifying questions
 - Schwarz motioned to approve Resolution No. 5058, second by Friedman
 - No commissioner comments
- All in favor, passes 4-0

H. RESOLUTION NO. 5059: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, MODIFYING SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 100% OF THE ESTIMATED COSTS OF \$62,000 FOR THE FISCAL YEAR 2022-2023 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT, AND CALLING FOR A PUBLIC HEARING. 8:14 p.m. (02:35:00)

- Lowy introduced item
 - Chair opened public hearing
 - Daniel Bergquist asked clarifying question
 - Karilee Valeriano asked clarifying question
 - Closed public hearing
 - Lowy answered questions
 - Fetterhoff answered questions
 - Schwarz motioned to approve Resolution No. 5059, second by Friedman
 - No commission deliberation
 - Kahle made comments
- All in favor, passes 5-0

Schwarz motioned to extend the meeting, second by Friedman, all in favor. (02:43:07)
10-minute recess at 8:23 p.m.

8. Ordinances (02:43:50)

A. ORDINANCE NO. 3035: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, REQUIRING ALL BUILDINGS TO COMPLY WITH THE BUILDING CODES AND AMENDING ORDINANCE NO. 2053 AS CODIFIED BY CHAPTER 6 OF THE LIVINGSTON MUNICIPAL CODE, BY ADOPTING BY REFERENCE THE 2021 INTERNATIONAL BUILDING CODE (IBC); THE 2021 INTERNATIONAL RESIDENTIAL CODE (IRC); THE 2021 INTERNATIONAL SWIMMING POOL AND SPA CODE (ISpsc); THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AND THE 2021 INTERNATIONAL EXISTING BUILDING CODE (IEBC).

- Lowy introduced item
- Motion by Schwarz, second by Lyons
- Chair opened public hearing
- Daniel Bergquist asked clarifying questions
- Christina Nelson asked clarifying questions
- Lowy answered questions
- Lyons made comments
- Lowy made comments
- Lyons asked for update pertaining to the NFPA code in the next packet
All in favor, passes 4-0

9. Resolutions 8:44 p.m. (02:55:58)

A. JOINT RESOLUTION NO. 2022-03: A JOINT RESOLUTION OF PARK COUNTY AND THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE COUNTY COMMISSION AND THE CITY MANAGER TO EXECUTE AND DELIVER A DEED THAT TRANSFERS THE CITY AND COUNTY INTEREST IN THE ADDITION TO THE LIVINGSTON PARK COUNTY PUBLIC LIBRARY TO THE LIVINGSTON PARK COUNTY PUBLIC LIBRARY.

- Lowy introduced item
- Lyons asked clarifying questions of Lowy
- No additional clarifying questions
- Lyons made motion to approve Joint Resolution No. 2022-03, second by Schwarz
- Nancy Adkins asked clarifying questions
- No additional public comments
- Lowy asked Lawellin to answer questions
No additional comments
All in favor, passes 4-0

10. Action Items 8:55 p.m. (03:06:26)

A. ACTION ITEM: DISCUSS: LIBRARY ZOOM ROOM

- Lowy introduced item
- Lyons asked clarifying questions
- Lowy answered and deferred to Lawellin
- Kahle made comments
- Lawellin made comments
- Friedman made comments
- Kahle stated discussion item only, no action taken
- Lowy will report back during her City Manager at the next meeting following her meeting with Commissioner Caldwell next week

B. DISCUSS/APPROVE/DENY: RESUMING IN-PERSON MEETINGS FOR CITY COMMISSION MEETINGS AND CITY BOARDS AND COMMITTEE MEETINGS. 9:06 p.m. (03:17:16)

- Lowy introduced item
- Schwarz asked clarifying questions
- Lyons made comments
- Kahle made comments
- Lowy made additional comments
- Friedman made comments
- Kahle made additional comments, stated desire for more information
- Schwarz asked questions of Lawellin
- Lawellin made comments
- Schwarz made additional comments
- No decision made

C. DISCUSS/APPROVE/DENY: EXTENSION OF STRATEGIC PLAN WORKGROUP TIMELINE FOR A TIME TO BE DETERMINED BY A MAJORITY VOTE OF THE COMMISSION (FROM ADDENDUM) 9:21 p.m. (03:32:09)

- Kahle introduced this item asking for an extension of the timeline
- Schwarz asked clarifying question
- Schwarz made motion to extend timeline for 90-days, second by Lyons
- No public comments
- No commissioner deliberation

All in favor, passes 4-0

11. City Manager Comment 9:25 p.m.

- Received notice that FEMA’s location will be closed on 8/3 & 8/4 will be closed due to staffing challenges
- Received an initial draft for the City Manager contract, has sent to Commission
- Exploring options to secure additional alternative funding sources possibly coming back through the Gateway Option Tax, coming back around.

12. City Commission Comments 9:27 p.m.

- Lyons
- Schwarz
- Friedman
- Kahle

13. Adjournment 9:29 p.m.



07.20.2022

Livingston City Commissioners
220 E. Park Street
Livingston MT 59047

Dear City Commissioners:

The Livingston-Park County Public Library Board is committed to the principles of community, cooperation, and civic engagement. Accordingly, we welcome an ongoing discussion about the possibility of the City and County jointly funding much-needed improvements to the audio-visual equipment in the Library’s Bev Steveson Meeting Room.

We believe both the City and County Commissions, the Library, and the Library’s users could benefit enormously from such a project and are thankful that the Commissions are considering the Library for such a purpose. Going forward, we would like to clarify the following points:

1. The Library users’ needs must be considered first, keeping in mind that any proposals including equipment or furnishings that, in the Library Board’s and/or its representatives’ judgement, substantially interfere with the use of the room at present are likely to be rejected by the Library Board;
2. The Library Board and/or its representatives are the primary drivers of the design, insofar as that design has ramifications for the existing footprint and usage of the room;
3. The Library Board has final authority over any changes to the room or building, as per *Montana Code Annotated* 22-1-309;
4. The Library Board recognizes that both Commissions will have some degree of exclusive use of the room, which will be described in separate Memoranda of Understanding.

We look forward to continuing our work with the City and the County on this project.

Sincerely,

[signed]

Jack Longbine
President, Livingston-Park County Public Library Board

File Attachments for Item:

B. RATIFY CLAIMS PAID 07/14/2022-07/29/2022.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ADVANCED TECHNOLOGY PRODUCTS, INC							
3357	ADVANCED TECHNOLOGY PRO	33381	SWIM CHEMICALS	07/15/2022	650.00	650.00	07/26/2022
3357	ADVANCED TECHNOLOGY PRO	33384	SWIM CHEMICALS	07/15/2022	1,825.00	1,825.00	07/26/2022
Total ADVANCED TECHNOLOGY PRODUCTS, INC:					2,475.00	2,475.00	
ALL SERVICE TIRE & ALIGNMENT							
22	ALL SERVICE TIRE & ALIGNME	64188	Tires	07/06/2022	840.00	840.00	07/20/2022
22	ALL SERVICE TIRE & ALIGNME	64235	Flat repair	07/12/2022	18.00	18.00	07/20/2022
22	ALL SERVICE TIRE & ALIGNME	64278	Tire Repair	07/18/2022	18.00	18.00	07/26/2022
Total ALL SERVICE TIRE & ALIGNMENT:					876.00	876.00	
ALPINE ELECTRONICS RADIO SHACK							
402	ALPINE ELECTRONICS RADIO	10281469	Office Supplies	07/06/2022	18.50	18.50	07/20/2022
Total ALPINE ELECTRONICS RADIO SHACK:					18.50	18.50	
BERG'S OVERHEAD DOOR LLC							
3223	BERG'S OVERHEAD DOOR LLC	4271	OVERHEAD DOOR REPAIR	07/04/2022	160.00	160.00	07/26/2022
Total BERG'S OVERHEAD DOOR LLC:					160.00	160.00	
BOUND TREE MEDICAL, LLC							
2662	BOUND TREE MEDICAL, LLC	84590416	Patient Supplies	07/07/2022	306.57	306.57	07/20/2022
2662	BOUND TREE MEDICAL, LLC	84592529	Patient Supplies	07/08/2022	228.81	228.81	07/20/2022
2662	BOUND TREE MEDICAL, LLC	84595122	Patient Supplies	07/11/2022	675.60	675.60	07/20/2022
2662	BOUND TREE MEDICAL, LLC	84598856	Patient Supplies	07/13/2022	306.13	306.13	07/26/2022
Total BOUND TREE MEDICAL, LLC:					1,517.11	1,517.11	
CANON FINANCIAL SERVICES, INC							
1747	CANON FINANCIAL SERVICES, I	28878213	Printer Copier Lea	07/13/2022	29.31	29.31	07/26/2022
1747	CANON FINANCIAL SERVICES, I	28878214	Printer Copier Lea	07/13/2022	29.75	29.75	07/26/2022
Total CANON FINANCIAL SERVICES, INC:					59.06	59.06	
CENGAGE LEARNING INC							
10001	CENGAGE LEARNING INC	78137584	2 BOOKS	07/11/2022	59.84	59.84	07/26/2022
Total CENGAGE LEARNING INC:					59.84	59.84	
CHAPPELL'S BODY SHOP, INC.							
294	CHAPPELL'S BODY SHOP, INC.	548	Prepaid car wash	07/06/2022	50.00	50.00	07/20/2022
Total CHAPPELL'S BODY SHOP, INC.:					50.00	50.00	
CITY OF LIVINGSTON							
131	CITY OF LIVINGSTON	TK2021-0438	Bond Conversion	06/17/2022	590.00	590.00	07/28/2022
131	CITY OF LIVINGSTON	TK2022-0198	Bond Conversion	07/21/2022	970.00	970.00	07/28/2022
Total CITY OF LIVINGSTON:					1,560.00	1,560.00	
CIVICPLUS							
10000	CIVICPLUS	233551	ANNUAL MUNICODE SERVICE	07/11/2022	1,004.80	1,004.80	07/26/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CIVICPLUS:					1,004.80	1,004.80	
COLJ CONFERENCE REGISTRATION							
2660	COLJ CONFERENCE REGISTRA	2022.7.13	Clerks CONF	07/13/2022	250.00	250.00	07/20/2022
Total COLJ CONFERENCE REGISTRATION:					250.00	250.00	
D&R COFFEE SERVICE INC							
10002	D&R COFFEE SERVICE INC	155728	FILTERS	07/21/2022	19.52	19.52	07/26/2022
Total D&R COFFEE SERVICE INC:					19.52	19.52	
DEMCO							
199	DEMCO	7149524	Book Prep Supplies	07/05/2022	264.08	264.08	07/26/2022
Total DEMCO:					264.08	264.08	
ENERGY LABORATORIES, INC.							
424	ENERGY LABORATORIES, INC.	485223	Analysis parameter	07/13/2022	198.00	198.00	07/26/2022
Total ENERGY LABORATORIES, INC.:					198.00	198.00	
FARSTAD OIL							
3353	FARSTAD OIL	101737	Diesel 282G	07/15/2022	3,380.95	3,380.95	07/26/2022
3353	FARSTAD OIL	101738	Diesel 750G	07/15/2022	2,203.65	2,203.65	07/20/2022
Total FARSTAD OIL:					5,584.60	5,584.60	
FIRE PROTECTION PUBLICATIONS							
10004	FIRE PROTECTION PUBLICATIO	218752	TRAINING MATERIALS	07/06/2022	298.00	298.00	07/26/2022
Total FIRE PROTECTION PUBLICATIONS:					298.00	298.00	
GREAT FALLS TRIBUNE							
99	GREAT FALLS TRIBUNE	2022.6.1	Subscription	06/01/2022	333.84	333.84	07/26/2022
Total GREAT FALLS TRIBUNE:					333.84	333.84	
HORIZON AUTO PARTS							
1920	HORIZON AUTO PARTS	943113	WIPER BLADES	07/05/2022	58.78	58.78	07/20/2022
1920	HORIZON AUTO PARTS	943693	SOLENOID	07/11/2022	95.94	95.94	07/20/2022
1920	HORIZON AUTO PARTS	943737	STARTER	07/12/2022	191.97	191.97	07/20/2022
1920	HORIZON AUTO PARTS	943766	CORE DEPOSIT	07/12/2022	27.50-	27.50-	07/20/2022
Total HORIZON AUTO PARTS:					319.19	319.19	
IMS ALLIANCE							
10004	IMS ALLIANCE	22-1655	HYDRAULIC BOARD	06/07/2022	436.50	436.50	07/20/2022
10004	IMS ALLIANCE	22-1935	COMMAND BOARDS	07/05/2022	1,284.00	1,284.00	07/20/2022
Total IMS ALLIANCE:					1,720.50	1,720.50	
INDUSTRIAL COMM & ELEC OF BOZEMAN							
3455	INDUSTRIAL COMM & ELEC OF	33312	RADIO BATTERIES	07/05/2022	1,212.00	1,212.00	07/20/2022
3455	INDUSTRIAL COMM & ELEC OF	33312	RADIO REPAIR	07/05/2022	1,212.00	1,212.00	07/20/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total INDUSTRIAL COMM & ELEC OF BOZEMAN:					2,424.00	2,424.00	
INDUSTRIAL TOWEL							
102	INDUSTRIAL TOWEL	02942	Towel Service	07/14/2022	16.00	16.00	07/26/2022
Total INDUSTRIAL TOWEL:					16.00	16.00	
INGRAM LIBRARY SERVICE							
1539	INGRAM LIBRARY SERVICE	70353767	2 Books	07/06/2022	52.92	52.92	07/26/2022
1539	INGRAM LIBRARY SERVICE	70353768	7 BOOKS	07/06/2022	145.89	145.89	07/26/2022
1539	INGRAM LIBRARY SERVICE	70411087	2 Books	07/08/2022	56.07	56.07	07/26/2022
1539	INGRAM LIBRARY SERVICE	70458440	7 BOOKS	07/12/2022	129.38	129.38	07/26/2022
1539	INGRAM LIBRARY SERVICE	70458441	23 books	07/12/2022	260.78	260.78	07/26/2022
1539	INGRAM LIBRARY SERVICE	70458442	1 Book	07/12/2022	39.42	39.42	07/26/2022
1539	INGRAM LIBRARY SERVICE	70466870	2 Books	07/13/2022	45.45	45.45	07/26/2022
Total INGRAM LIBRARY SERVICE:					729.91	729.91	
KELLEY CONNECT							
10001	KELLEY CONNECT	IN1082380	JH206501	07/01/2022	5.91	5.91	07/26/2022
Total KELLEY CONNECT:					5.91	5.91	
KENYON NOBLE							
776	KENYON NOBLE	328173	RATCHET TIE DOWN	07/05/2022	80.97	80.97	07/26/2022
776	KENYON NOBLE	35918	PREMIX CONCRETE	07/19/2022	63.48	63.48	07/26/2022
Total KENYON NOBLE:					144.45	144.45	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	1963472	Water	07/12/2022	36.40	36.40	07/20/2022
2830	LEHRKIND'S COCA-COLA	1963473	Water	07/13/2022	55.80	55.80	07/20/2022
Total LEHRKIND'S COCA-COLA:					92.20	92.20	
LIVINGSTON HEALTH CARE							
55	LIVINGSTON HEALTH CARE	17364	PT SUPPLIES	07/19/2022	14.31	14.31	07/26/2022
55	LIVINGSTON HEALTH CARE	4643297	PT SUPPLIES	07/05/2022	231.03	231.03	07/20/2022
Total LIVINGSTON HEALTH CARE:					245.34	245.34	
LIVINGSTON TRUE VALUE HARDWARE							
282	LIVINGSTON TRUE VALUE HAR	D20417	JOINT HINGE	07/13/2022	24.28	24.28	07/20/2022
Total LIVINGSTON TRUE VALUE HARDWARE:					24.28	24.28	
MASTERCARD							
3184	MASTERCARD	2022_05 BAKE	DOG WASTE DEPOT.COM	06/01/2022	731.94	731.94	06/22/2022
3184	MASTERCARD	2022_05 BAKE	Americorp Lunch	06/01/2022	110.26	110.26	06/22/2022
3184	MASTERCARD	2022_05 BAKE	Americorp Lunch	06/01/2022	37.52	37.52	06/22/2022
3184	MASTERCARD	2022_05 DELA	Forks/spoons	06/01/2022	52.85	52.85	06/22/2022
3184	MASTERCARD	2022_05 DELA	online class	06/01/2022	19.80	19.80	06/22/2022
3184	MASTERCARD	2022_05 DELA	online class	06/01/2022	19.80	19.80	06/22/2022
3184	MASTERCARD	2022_05 DELA	Drinks Craig's Party	06/01/2022	27.85	27.85	06/22/2022
3184	MASTERCARD	2022_05 DELA	Milk bones/scale house	06/01/2022	50.93	50.93	06/22/2022
3184	MASTERCARD	2022_05 DELA	mug Craig's retirement	06/01/2022	43.85	43.85	06/22/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2022_05 DELA	Plates	06/01/2022	89.99	89.99	06/22/2022
3184	MASTERCARD	2022_05 DELA	online class	06/01/2022	19.80	19.80	06/22/2022
3184	MASTERCARD	2022_05 DELA	t-shirt craigs retirement	06/01/2022	19.99	19.99	06/22/2022
3184	MASTERCARD	2022_05 DELA	online class	06/01/2022	19.80	19.80	06/22/2022
3184	MASTERCARD	2022_05 DELA	online class	06/01/2022	19.80	19.80	06/22/2022
3184	MASTERCARD	2022_05 FETT	Office supplies	06/01/2022	140.93	140.93	06/22/2022
3184	MASTERCARD	2022_05 FETT	Chair mats LPD	06/01/2022	1,233.12	1,233.12	06/22/2022
3184	MASTERCARD	2022_05 FETT	Office supplies	06/01/2022	16.93	16.93	06/22/2022
3184	MASTERCARD	2022_05 FETT	Office supplies	06/01/2022	45.40	45.40	06/22/2022
3184	MASTERCARD	2022_05 FETT	Scale license	06/01/2022	560.00	560.00	06/22/2022
3184	MASTERCARD	2022_05 FETT	Office supplies	06/01/2022	129.00	129.00	06/22/2022
3184	MASTERCARD	2022_05 FETT	PWO MIA Flag	06/01/2022	126.96	126.96	06/22/2022
3184	MASTERCARD	2022_05 GLAS	Gillen - Training	06/01/2022	359.00	359.00	06/22/2022
3184	MASTERCARD	2022_05 GLAS	Fee	06/01/2022	.18	.18	06/22/2022
3184	MASTERCARD	2022_05 GLAS	supplies	06/01/2022	681.33	681.33	06/22/2022
3184	MASTERCARD	2022_05 GLAS	fax	06/01/2022	19.99	19.99	06/22/2022
3184	MASTERCARD	2022_05 GRA	2 books	06/01/2022	21.94	21.94	06/22/2022
3184	MASTERCARD	2022_05 GRA	service charges	06/01/2022	17.99	17.99	06/22/2022
3184	MASTERCARD	2022_05 GRA	1 book	06/01/2022	13.50	13.50	06/22/2022
3184	MASTERCARD	2022_05 GRA	2 books	06/01/2022	15.88	15.88	06/22/2022
3184	MASTERCARD	2022_05 GRA	2 reams 8.5x11	06/01/2022	10.28	10.28	06/22/2022
3184	MASTERCARD	2022_05 GRA	facial tissue; disinfectant	06/01/2022	6.98	6.98	06/22/2022
3184	MASTERCARD	2022_05 GRA	24 storage baskets; 12 counter pe	06/01/2022	37.98	37.98	06/22/2022
3184	MASTERCARD	2022_05 GRA	hotspot battery	06/01/2022	14.95	14.95	06/22/2022
3184	MASTERCARD	2022_05 GRA	Deep Freeze renewal 1 year	06/01/2022	138.60	138.60	06/22/2022
3184	MASTERCARD	2022_05 GRA	postage purchase	06/01/2022	100.00	100.00	06/22/2022
3184	MASTERCARD	2022_05 GRA	oil change	06/01/2022	53.66	53.66	06/22/2022
3184	MASTERCARD	2022_05 GRA	30 bulk headphones	06/01/2022	59.99	59.99	06/22/2022
3184	MASTERCARD	2022_05 GRA	lamintating pouches 200	06/01/2022	25.99	25.99	06/22/2022
3184	MASTERCARD	2022_05 GRA	3 books	06/01/2022	80.85	80.85	06/22/2022
3184	MASTERCARD	2022_05 GRA	batteries	06/01/2022	13.16	13.16	06/22/2022
3184	MASTERCARD	2022_05 HAEF	DOT Physical (Chuck)	06/01/2022	141.00	141.00	06/22/2022
3184	MASTERCARD	2022_05 HAEF		06/01/2022	96.99-	96.99-	06/22/2022
3184	MASTERCARD	2022_05 HAR	grant	06/01/2022	645.00	645.00	06/22/2022
3184	MASTERCARD	2022_05 HAR	grant	06/01/2022	69.00	69.00	06/22/2022
3184	MASTERCARD	2022_05 HAR	box sprint	06/01/2022	119.00	119.00	06/22/2022
3184	MASTERCARD	2022_05 HAR	grant	06/01/2022	3,196.00	3,196.00	06/22/2022
3184	MASTERCARD	2022_05 HAR	class supply	06/01/2022	34.91	34.91	06/22/2022
3184	MASTERCARD	2022_05 HAR	scba name tages	06/01/2022	28.98	28.98	06/22/2022
3184	MASTERCARD	2022_05 HAR	grant	06/01/2022	449.75	449.75	06/22/2022
3184	MASTERCARD	2022_05 HAR	class supply	06/01/2022	146.03	146.03	06/22/2022
3184	MASTERCARD	2022_05 HAR	wildland gear	06/01/2022	561.08	561.08	06/22/2022
3184	MASTERCARD	2022_05 HAR	grant	06/01/2022	799.00	799.00	06/22/2022
3184	MASTERCARD	2022_05 HAR	class supply	06/01/2022	28.96	28.96	06/22/2022
3184	MASTERCARD	2022_05 HAR	grant	06/01/2022	95.00	95.00	06/22/2022
3184	MASTERCARD	2022_05 HAR	reserve uniforms	06/01/2022	298.00	298.00	06/22/2022
3184	MASTERCARD	2022_05 HAR	gloves	06/01/2022	179.91	179.91	06/22/2022
3184	MASTERCARD	2022_05 HAR	gloves	06/01/2022	39.98	39.98	06/22/2022
3184	MASTERCARD	2022_05 HAR	grant	06/01/2022	198.00	198.00	06/22/2022
3184	MASTERCARD	2022_05 HAR	reserve uniforms	06/01/2022	101.00	101.00	06/22/2022
3184	MASTERCARD	2022_05 HAR	class supply	06/01/2022	39.15	39.15	06/22/2022
3184	MASTERCARD	2022_05 HAR	car seat tech	06/01/2022	55.00	55.00	06/22/2022
3184	MASTERCARD	2022_05 HAR	grant	06/01/2022	95.00	95.00	06/22/2022
3184	MASTERCARD	2022_05 HOL	Gift Cards	06/01/2022	200.00	200.00	06/22/2022
3184	MASTERCARD	2022_05 HOL	Card Craig's Retirement	06/01/2022	3.79	3.79	06/22/2022
3184	MASTERCARD	2022_05 HOL	Gift Card	06/01/2022	100.00	100.00	06/22/2022
3184	MASTERCARD	2022_05 JOHN	Adobe monthly trial	06/01/2022	14.99	14.99	06/22/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2022_05 JOHN	Ice Machine for Dispatch	06/01/2022	613.92	613.92	06/22/2022
3184	MASTERCARD	2022_05 JOHN	Emanuel - K9 Supervisor	06/01/2022	239.00	239.00	06/22/2022
3184	MASTERCARD	2022_05 KINNI	Commission Zoom Account	06/01/2022	41.50	41.50	06/22/2022
3184	MASTERCARD	2022_05 KINNI	Board & Committee account	06/01/2022	57.05	57.05	06/22/2022
3184	MASTERCARD	2022_05 KINNI	Employee Wellness-Membership f	06/01/2022	55.00	55.00	06/22/2022
3184	MASTERCARD	2022_05 KINNI	2nd Board & Committee account	06/01/2022	57.05	57.05	06/22/2022
3184	MASTERCARD	2022_05 KINNI	Office Supplies	06/01/2022	114.00	114.00	06/22/2022
3184	MASTERCARD	2022_05 LAWE	Waiting for Receipt	06/01/2022	248.00	248.00	06/22/2022
3184	MASTERCARD	2022_05 LOW	Waiting for Receipt	06/01/2022	443.72	443.72	06/22/2022
3184	MASTERCARD	2022_05 LOW	Waiting for Receipt	06/01/2022	360.00	360.00	06/22/2022
3184	MASTERCARD	2022_05 MACI	ff foam	06/01/2022	1,205.16	1,205.16	06/22/2022
3184	MASTERCARD	2022_05 O'RO	Lunch Craig's Retirement	06/01/2022	83.00	83.00	06/22/2022
3184	MASTERCARD	2022_05 O'RO	Lunch Craig's Retirement	06/01/2022	83.00	83.00	06/22/2022
3184	MASTERCARD	2022_05 O'RO	Lunch Craig's Retirement	06/01/2022	83.00	83.00	06/22/2022
3184	MASTERCARD	2022_05 O'RO	Lunch Craig's Retirement	06/01/2022	83.00	83.00	06/22/2022
3184	MASTERCARD	2022_05 O'RO	Lunch Craig's Retirement	06/01/2022	83.00	83.00	06/22/2022
3184	MASTERCARD	2022_05 O'RO	Ad in Paper	06/01/2022	1.00	1.00	06/22/2022
3184	MASTERCARD	2022_05 PURK	April	06/01/2022	6,492.73	6,492.73	06/22/2022
3184	MASTERCARD	2022_05 RAYM	electric motor grease	06/01/2022	36.70	36.70	06/22/2022
3184	MASTERCARD	2022_05 RAYM	clamp/gold loops	06/01/2022	15.50	15.50	06/22/2022
3184	MASTERCARD	2022_05 TARR	Communication with Coaches	06/01/2022	5.00	5.00	06/22/2022
3184	MASTERCARD	2022_05 TARR	Swim Lesson Training	06/01/2022	1,009.75	1,009.75	06/22/2022
3184	MASTERCARD	2022_05 TARR	Park Signs	06/01/2022	560.40	560.40	06/22/2022
3184	MASTERCARD	2022_05 TARR	Lifeguard Recruitment	06/01/2022	28.30	28.30	06/22/2022
3184	MASTERCARD	2022_05 TARR	Lifeguard Recruitment	06/01/2022	36.99	36.99	06/22/2022
3184	MASTERCARD	2022_05 TARR	Lifeguard supplies	06/01/2022	392.82	392.82	06/22/2022
3184	MASTERCARD	2022_05 TARR	Communication with Coaches	06/01/2022	36.00	36.00	06/22/2022
3184	MASTERCARD	2022_05 TARR	Office Supplies	06/01/2022	176.67	176.67	06/22/2022
3184	MASTERCARD	2022_05 TARR	Park Signs	06/01/2022	234.28	234.28	06/22/2022
3184	MASTERCARD	2022_05 WUL	drive course	06/01/2022	336.00	336.00	06/22/2022
3184	MASTERCARD	2022_05 WUL	class supply	06/01/2022	243.36	243.36	06/22/2022
3184	MASTERCARD	2022_05 WUL	class supply	06/01/2022	10.18	10.18	06/22/2022
3184	MASTERCARD	2022_05 WUL	eng boss class	06/01/2022	492.68	492.68	06/22/2022
3184	MASTERCARD	2022_05 WUL	jump kits	06/01/2022	1,850.00	1,850.00	06/22/2022
3184	MASTERCARD	2022_05 WUL	active 911	06/01/2022	30.03	30.03	06/22/2022
3184	MASTERCARD	2022_05 WUL	wildland gear	06/01/2022	2,028.46	2,028.46	06/22/2022
Total MASTERCARD:					30,596.56	30,596.56	
MAVERICK REALTY							
2510	MAVERICK REALTY	2022.7.21	OverPAYMENT 9005103	07/21/2022	100.98	100.98	07/26/2022
2510	MAVERICK REALTY	2022.7.21	Over Payment 1429401	07/21/2022	92.58	92.58	07/26/2022
Total MAVERICK REALTY:					193.56	193.56	
MISC							
99999	MISC	2022.7	OVER PAYMENT ON ACCT	07/19/2022	41.96	41.96	07/26/2022
99999	MISC	2022.7.19	FLOOD DUMP REIMB	07/19/2022	48.30	48.30	07/26/2022
99999	MISC	TK2020-0340-2	Bond Release	07/07/2022	240.00	240.00	07/25/2022
99999	MISC	TK2021-0438	Bond Release	06/17/2022	500.00	500.00	07/28/2022
99999	MISC	TK2022-0083	Bond Release	07/14/2022	2,715.00	2,715.00	07/25/2022
Total MISC:					3,545.26	3,545.26	
MONTANA LIBRARY ASSOC. ATTN De							
3657	MONTANA LIBRARY ASSOC. AT	01967	Mla membership	07/13/2022	55.00	55.00	07/26/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MONTANA LIBRARY ASSOC. ATTN De:					55.00	55.00	
MURDOCH'S RANCH & HOME SUPPLY							
3688	MURDOCH'S RANCH & HOME S	00495/37	BOOSTER CABLE	07/11/2022	49.99	49.99	07/20/2022
3688	MURDOCH'S RANCH & HOME S	K00511/37	RATCHET	07/18/2022	19.99	19.99	07/26/2022
3688	MURDOCH'S RANCH & HOME S	K01456/37	SPRAYER	07/13/2022	649.99	649.99	07/26/2022
Total MURDOCH'S RANCH & HOME SUPPLY:					719.97	719.97	
NATE WULF							
10004	NATE WULF	2022.7.7	REIMB SLING PACK	07/07/2022	167.60	167.60	07/26/2022
Total NATE WULF:					167.60	167.60	
NORTHWESTERN ENERGY							
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	07/14/2022	144.33	144.33	07/26/2022
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	07/14/2022	144.33	144.33	07/26/2022
151	NORTHWESTERN ENERGY	0709794-2 202	WRF 316 Bennett	07/08/2022	562.65	562.65	07/26/2022
151	NORTHWESTERN ENERGY	0709796-7 202	97 View Vista Drive	07/14/2022	6.00	6.00	07/26/2022
151	NORTHWESTERN ENERGY	0709869-2 202	Carol Lane	07/14/2022	114.50	114.50	07/26/2022
151	NORTHWESTERN ENERGY	0709870-0 202	422 S G - G Street Park	07/14/2022	200.07	200.07	07/26/2022
151	NORTHWESTERN ENERGY	0709871-8 202	Star Addition - Lights	07/14/2022	264.29	264.29	07/26/2022
151	NORTHWESTERN ENERGY	0709873-4 202	800 W Cambridge - Pump Station	07/14/2022	59.14	59.14	07/26/2022
151	NORTHWESTERN ENERGY	0709874-2 202	Werner Well Addition Pump	07/11/2022	436.72	436.72	07/26/2022
151	NORTHWESTERN ENERGY	0709875-9 202	900 River Drive Pump	07/11/2022	3,048.58	3,048.58	07/26/2022
151	NORTHWESTERN ENERGY	0709876-7 202	132 South B Street - B St Well	07/11/2022	1,989.30	1,989.30	07/26/2022
151	NORTHWESTERN ENERGY	0709878-3 202	227 River Drive - Concessions sta	07/11/2022	141.22	141.22	07/26/2022
151	NORTHWESTERN ENERGY	0709879-1 202	227 River Drive - Softball Field	07/11/2022	321.42	321.42	07/26/2022
151	NORTHWESTERN ENERGY	0709886-6 202	200 E Reservoir	07/14/2022	24.54	24.54	07/26/2022
151	NORTHWESTERN ENERGY	0709891-6 202	15 Fleashman Creek Rd - Cemete	07/14/2022	15.50	15.50	07/26/2022
151	NORTHWESTERN ENERGY	0709892-4 202	40 Water Tower Avenue	07/14/2022	50.16	50.16	07/26/2022
151	NORTHWESTERN ENERGY	0709894-0 202	56 Water Tower	07/08/2022	356.14	356.14	07/26/2022
151	NORTHWESTERN ENERGY	0709914-6 202	1011 River Dr - Edge Water Sewe	07/11/2022	15.96	15.96	07/26/2022
151	NORTHWESTERN ENERGY	0719058-0 202	3 Rogers Lane Lift Station	07/11/2022	64.00	64.00	07/26/2022
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	07/11/2022	145.57	145.57	07/26/2022
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	07/11/2022	145.57	145.57	07/26/2022
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	07/11/2022	145.57	145.57	07/26/2022
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	07/11/2022	145.57	145.57	07/26/2022
151	NORTHWESTERN ENERGY	0720176-7 202	Weimer Park	07/14/2022	47.58	47.58	07/26/2022
151	NORTHWESTERN ENERGY	1134866-1 202	N 2nd & Montana & Chinook	07/14/2022	37.29	37.29	07/26/2022
151	NORTHWESTERN ENERGY	1134879-4 202	N 7th & Montana & Chinook	07/14/2022	20.10	20.10	07/26/2022
151	NORTHWESTERN ENERGY	1155965-5 202	229 River Drive	07/14/2022	15.73	15.73	07/26/2022
151	NORTHWESTERN ENERGY	1290352-2 202	School Flasher Park & 13th	07/14/2022	8.53	8.53	07/26/2022
151	NORTHWESTERN ENERGY	1441030-2 202	D & Geyser Well House	07/11/2022	2,000.41	2,000.41	07/26/2022
151	NORTHWESTERN ENERGY	1452951-5 202	Starlow on Monroe	07/11/2022	206.19	206.19	07/26/2022
151	NORTHWESTERN ENERGY	1493850-0 202	412 W Callender	07/14/2022	28.42	28.42	07/26/2022
151	NORTHWESTERN ENERGY	1498936-2 202	I90 & 89S-ing	07/14/2022	6.00	6.00	07/26/2022
151	NORTHWESTERN ENERGY	1594141-2 202	9th & 10th Lift Station	07/11/2022	31.92	31.92	07/26/2022
151	NORTHWESTERN ENERGY	1613803-4 202	M & N on Callender	07/14/2022	35.27	35.27	07/26/2022
151	NORTHWESTERN ENERGY	1728687-3 202	Transfer Station 408 Bennett Stre	07/11/2022	264.03	264.03	07/26/2022
151	NORTHWESTERN ENERGY	1747570-8 202	D & E on Callender	07/14/2022	26.50	26.50	07/26/2022
151	NORTHWESTERN ENERGY	1747572-4 202	F & G on Callender	07/14/2022	18.77	18.77	07/26/2022
151	NORTHWESTERN ENERGY	1893530-4 202	600 W Park	07/14/2022	48.05	48.05	07/26/2022
151	NORTHWESTERN ENERGY	1893536-1 202	E Street & Alley	07/14/2022	17.04	17.04	07/26/2022
151	NORTHWESTERN ENERGY	1893541-1 202	18 W Park	07/14/2022	63.74	63.74	07/26/2022
151	NORTHWESTERN ENERGY	1906055-7 202	815 North 13th - Soccer Fields	07/14/2022	2.10	2.10	07/26/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	2022.7.13 3837	220 E PARK 3837245-4	07/13/2022	186.87	186.87	07/20/2022
151	NORTHWESTERN ENERGY	2023479-5 202	900 W Geyser Street School Light	07/14/2022	6.48	6.48	07/26/2022
151	NORTHWESTERN ENERGY	2023484-5 202	1100 W Geyser Street School Lig	07/14/2022	6.37	6.37	07/26/2022
151	NORTHWESTERN ENERGY	2114861-4 202	132 South B Street Lights	07/14/2022	97.43	97.43	07/26/2022
151	NORTHWESTERN ENERGY	2138754-3 202	G Street Park - Mike Webb Park	07/14/2022	335.53	335.53	07/26/2022
151	NORTHWESTERN ENERGY	2171060-3 202	Scale House 408 Bennett Street	07/14/2022	30.67	30.67	07/26/2022
151	NORTHWESTERN ENERGY	3015965-1 202	330 Bennett - Fire Training Center	07/14/2022	92.13	92.13	07/26/2022
151	NORTHWESTERN ENERGY	3093003-6 202	114 West Summit	07/14/2022	20.33	20.33	07/26/2022
151	NORTHWESTERN ENERGY	3093023-4 202	320 North Main	07/14/2022	2.81	2.81	07/26/2022
151	NORTHWESTERN ENERGY	3093027-5 202	105 West Park	07/14/2022	30.18	30.18	07/26/2022
151	NORTHWESTERN ENERGY	3141997-1 202	Btwn C & D on Lewis	07/14/2022	18.87	18.87	07/26/2022
151	NORTHWESTERN ENERGY	3184602-5 202	202 South 2nd	07/14/2022	12.67	12.67	07/26/2022
151	NORTHWESTERN ENERGY	3210240-2 202	616 River Drive	07/14/2022	6.12	6.12	07/26/2022
151	NORTHWESTERN ENERGY	3258086-2 202	2800 East Park Lift Station	07/14/2022	14.88	14.88	07/26/2022
151	NORTHWESTERN ENERGY	3258262-9 202	320 Alpenglow Lift Station	07/11/2022	211.90	211.90	07/26/2022
151	NORTHWESTERN ENERGY	3267010-1 202	330 Bennett - Compactor	07/11/2022	63.76	63.76	07/26/2022
151	NORTHWESTERN ENERGY	3287727-6 202	320 Alpenglow LN-	07/14/2022	36.31	36.31	07/26/2022
151	NORTHWESTERN ENERGY	3386783-9 202	Btwn G and H on Clark	07/14/2022	25.07	25.07	07/26/2022
151	NORTHWESTERN ENERGY	3386845-6 202	Btwn I and K on Callender	07/14/2022	19.91	19.91	07/26/2022
151	NORTHWESTERN ENERGY	3386846-4 202	Btwn 7th and 8th on Summit	07/14/2022	14.03	14.03	07/26/2022
151	NORTHWESTERN ENERGY	3506014-4 202	Brookstone/Elm	07/14/2022	4.04	4.04	07/26/2022
151	NORTHWESTERN ENERGY	3566038-0 202	114 East Callender	07/14/2022	15.39	15.39	07/26/2022
151	NORTHWESTERN ENERGY	3566039-8 202	115 East Lewis	07/14/2022	12.42	12.42	07/26/2022
151	NORTHWESTERN ENERGY	3585235-9 202	New WRF 316 Bennett	07/08/2022	14,073.93	14,073.93	07/26/2022
151	NORTHWESTERN ENERGY	3643752-3 202	115 East Clark	07/14/2022	77.94	77.94	07/26/2022
151	NORTHWESTERN ENERGY	3643753-1 202	112 East Clark	07/14/2022	25.11	25.11	07/26/2022
151	NORTHWESTERN ENERGY	3678204-3 202	502 River Dr. Pmp	07/11/2022	273.89	273.89	07/26/2022
151	NORTHWESTERN ENERGY	3725873-8 202	340 Bennett	07/14/2022	31.04	31.04	07/26/2022
151	NORTHWESTERN ENERGY	3753023-5 202	410 Bennett Transfer St Shop	07/08/2022	516.41	516.41	07/26/2022
151	NORTHWESTERN ENERGY	3787060-7 202	Green Acres Lights	07/14/2022	66.66	66.66	07/26/2022
151	NORTHWESTERN ENERGY	3787427-8 202	Green Acres	07/14/2022	204.47	204.47	07/26/2022
151	NORTHWESTERN ENERGY	3828216-6 202	203 W Callender	07/14/2022	20.06	20.06	07/26/2022
151	NORTHWESTERN ENERGY	3867654-0 202	2222 Willow Dr. Lt A	07/14/2022	.00	.00	
151	NORTHWESTERN ENERGY	3913678-3 202	Green Acres Park -	07/08/2022	187.63	187.63	07/26/2022
151	NORTHWESTERN ENERGY	3950711-6 202	Scenic Drive & Sweetgrass Ln Lig	07/14/2022	8.23	8.23	07/26/2022
Total NORTHWESTERN ENERGY:					28,168.34	28,168.34	
O'REILLY AUTOMOTIVE, INC							
2437	O'REILLY AUTOMOTIVE, INC	1558-28198	DEF	07/08/2022	338.39	338.39	07/20/2022
2437	O'REILLY AUTOMOTIVE, INC	1558-283113	Battery	07/07/2022	173.95	173.95	07/20/2022
2437	O'REILLY AUTOMOTIVE, INC	1558-283199	CORE RETURN	07/08/2022	22.00-	22.00-	07/20/2022
Total O'REILLY AUTOMOTIVE, INC:					490.34	490.34	
PARK COUNTY COMMUNITY FOUNDATION							
3411	PARK COUNTY COMMUNITY FO	22-23 SPAY/N	22-23 SPAY/NEUTER	07/28/2022	5,000.00	5,000.00	07/28/2022
3411	PARK COUNTY COMMUNITY FO	22-23 WINDRI	22-23 WINDRIDER TRANSIT	07/28/2022	5,000.00	5,000.00	07/28/2022
Total PARK COUNTY COMMUNITY FOUNDATION:					10,000.00	10,000.00	
POWERPLAN							
1868	POWERPLAN	R0719316	Backhoe loader 410L	07/15/2022	5,010.00	5,010.00	07/26/2022
Total POWERPLAN:					5,010.00	5,010.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
RIVERSIDE HARDWARE LLC							
3659	RIVERSIDE HARDWARE LLC	171744	Building Repair	07/20/2022	69.12	69.12	07/26/2022
3659	RIVERSIDE HARDWARE LLC	171772	BUILDING REPAIR	07/20/2022	11.99	11.99	07/26/2022
Total RIVERSIDE HARDWARE LLC:					81.11	81.11	
RUSSELL INDUSTRIES, INC.							
3582	RUSSELL INDUSTRIES, INC.	145465-01	WEAR PLATE	07/07/2022	197.55	197.55	07/20/2022
3582	RUSSELL INDUSTRIES, INC.	145688-00	AIR REL VLV REPAIR KIT	07/07/2022	160.25	160.25	07/20/2022
Total RUSSELL INDUSTRIES, INC.:					357.80	357.80	
SWS EQUIPMENT							
10000	SWS EQUIPMENT	0145590-IN	CONTRACTOR CONT	07/11/2022	335.74	335.74	07/26/2022
Total SWS EQUIPMENT:					335.74	335.74	
TEAR IT UP L.L.C.							
2999	TEAR IT UP L.L.C.	53582	Shredding	07/13/2022	51.50	51.50	07/20/2022
Total TEAR IT UP L.L.C.:					51.50	51.50	
UPS STORE #2420, THE							
292	UPS STORE #2420, THE	2022.7.14	Postage	07/14/2022	93.61	93.61	07/26/2022
292	UPS STORE #2420, THE	2022.7.9	Postage	07/09/2022	5.87	5.87	07/20/2022
Total UPS STORE #2420, THE:					99.48	99.48	
US BANK EQUIPMENT FINANCE							
10001	US BANK EQUIPMENT FINANCE	476621552	printer	07/05/2022	290.92	290.92	07/26/2022
Total US BANK EQUIPMENT FINANCE:					290.92	290.92	
VERIZON WIRELESS							
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	44.31	44.31	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	19.92	19.92	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	44.27	44.27	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	19.92	19.92	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	19.92	19.92	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	63.37	63.37	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	19.92	19.92	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	44.31	44.31	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	63.37	63.37	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	44.31	44.31	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	19.92	19.92	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	19.92	19.92	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	44.31	44.31	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	19.92	19.92	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	44.31	44.31	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	12.30	12.30	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	19.92	19.92	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	19.92	19.92	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	14.19	14.19	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	48.33	48.33	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	48.33	48.33	07/26/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	16.85	16.85	07/26/2022
879	VERIZON WIRELESS	9910664598	July 2022 cellphones	07/08/2022	16.85	16.85	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	2.28-	2.28-	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	21.20	21.20	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	21.20	21.20	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	21.20	21.20	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	47.18	47.18	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	21.20	21.20	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	21.20	21.20	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	47.18	47.18	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	10.60	10.60	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	21.20	21.20	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	47.22	47.22	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	47.18	47.18	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	21.22	21.22	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	21.20	21.20	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	51.04	51.04	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	13.10	13.10	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	13.10	13.10	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	21.20	21.20	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	10.60	10.60	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	21.20	21.20	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	13.10	13.10	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	13.10	13.10	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	21.20	21.20	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	21.20	21.20	07/26/2022
879	VERIZON WIRELESS	9910664599	July 2022 cellphones	07/08/2022	47.18	47.18	07/26/2022
Total VERIZON WIRELESS:					1,405.64	1,405.64	
W L CONSTRUCTION SUPPLY, INC.							
3731	W L CONSTRUCTION SUPPLY, I	31345	Sawzall Blades	07/12/2022	634.98	634.98	07/26/2022
3731	W L CONSTRUCTION SUPPLY, I	31345	Sawzall Blades	07/12/2022	634.98	634.98	07/26/2022
Total W L CONSTRUCTION SUPPLY, INC.:					1,269.96	1,269.96	
WHISTLER TOWING, LLC							
3237	WHISTLER TOWING, LLC	6950	M2 REPAIR	07/11/2022	716.56	716.56	07/26/2022
3237	WHISTLER TOWING, LLC	6985	M1 REPAIR	07/07/2022	622.49	622.49	07/26/2022
Total WHISTLER TOWING, LLC:					1,339.05	1,339.05	
Grand Totals:					104,627.96	104,627.96	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

File Attachments for Item:

C. ACCEPT CITY COURT FINANCIAL REPORT FROM MAY 2022

**LIVINGSTON CITY COURT
FINANCIAL REPORT**

May-22

Date PD Monthly Report Received from City of Livingston Finance Office:

Tickets/Criminal Complaints Cleared: **52**

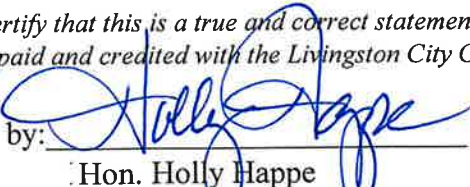
Dismissed-Plea Agreement:	6	
Dismissed-Pretrial Diversion/Deferred:		
Dismissed-Miscellaneous:	12	
Paid-Bond Forfeit/Fine:	28	\$3,650.00
Paid-Time Payments:	6	\$5,010.00
Warrant Fees:		
		Total
		\$8,660.00
		Parking Tickets:
		\$2,865.00
		Total:
		\$11,525.00

Surcharges/Costs/Fees:

MLEA Surcharge:		\$268.00
TECH Surcharge:		\$230.00
Victim/Witness Surcharge:		\$337.00
MISD Surcharge:		\$324.00
Court Costs:		\$60.00
Public Defender Fee:		
Public Defender Fee:	\$	-
Jury Fees	\$	-
Interpreter	\$	-
		Total
		(\$1,219.00)

Total amount credited to City of Livingston General Fund: \$10,306.00

*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: **May-22***

Prepared by: 
Hon. Holly Happe
Livingston City Judge

Date: 7-25-22

File Attachments for Item:

D. APPROVE TOURISM BUSINESS IMPROVEMENT DISTRICT (TBID) BOARD RECOMMENDATION TO FILL VACANCIES.

From: [Kris King](#)
To: [Faith Kinnick](#)
Subject: TBID items for City Commission Meeting
Date: Friday, July 22, 2022 3:44:16 PM
Attachments: [Alex Reichert TBID Board Application.pdf](#)
[Cassandra Harris - Econolodge TBID Rep.pdf](#)
[Zoe Randall Application TBID Board.pdf](#)

Hi Faith, can you get TBID on the next available City Commission Meeting agenda? We have three new TBID Board candidates that have been approved and recommended unanimously by the TBID Board as of 7/21/2022. Their applications are attached. Then Joel Boren and Malcolm Cox will no longer be on the board, as they have both left their lodging jobs.

I will also send TBID's updated FY 22-23 budget and report once I get approval shortly (just reduced hotel collections estimates by 20% post flood) as they will be shifting from an annual year to a fiscal year, starting July 1, 2022.

Thanks and have a very lovely weekend, Kris

--



Kris King, EXECUTIVE DIRECTOR
 Explore Livingston, Tourism Business
 Improvement District
PHONE [406.224.3904](tel:406.224.3904)
EMAIL info@explorelivingstonmt.com
WEBSITE explorelivingstonmt.com
MAIL PO Box 348, Livingston, MT 59047



TOURISM BUSINESS IMPROVEMENT DISTRICT (LTBID)
BOARD OF TRUSTEES

Date: 07-11-2022

Name: Alexandra Reichert

Physical Address: 1629 West Park Street, Livingston MT 59047

Mailing Address (if different): _____

Email: alex.reichert@ldhg.com

Phone(s): 406-404-9336

Name of Property Owned within the District: Fairfield Inn Livingston by Marriott

Address of Property: 1629 West Park Street, Livingston MT 59047

Are you the owner of the property within the District, or the designee of an owner of property within the District? Yes xNo

I Doyle Beahm 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 Alex Reichert as my designee.

[Signature] Property Owner Signature Date 7-13-22

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.
Joined the hospitality industry over 20 years ago. Worked with multiple hotel brands to boutique hotels in the US and Europe (Germany and UK) Been in management positions and director positions for the last 10 years. Enjoying passing and exchanging knowledge with coworkers and community leaders to better the industry.

Always up for a good positive outcome debate.

Love anything outdoors (fishing, horseback riding and taking my dog for a nice hike.

Thank you for your time and consideration.

References (Individual or Organization) Name:
Larry Lambert (TBID BZN)
Chris Dougherty (LDHG)

Phone:
406-370-598
720-971-2460

This application is considered public record.

Please print and sign this application where appropriate and mail to:
Livingston Tourism Business Improvement District
124 S Main Street, Room 210
Livingston, MT 59047
Or email to: info@explorelivingstonmt.com

Rachel M. Reicher

Reicher, Alexandra



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

Date: 7/9/22

Name: Cassandra Harris

Physical Address: 1402 W. Crawford #8 Livingston, MT 59047

Mailing Address (if different):

Email: agmeconalodgemt@gmail.com

Phone(s): 406-224-1841

Name of Property Owned within the District: Econo Lodge

Address of Property: 111 Rogers Ln., 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 Miral Patel certify that I am a property owner within the District and I am duly authorized to either serve on the Board of Trustees or appoint Cassandra Harris as my designee.

Property Owner Signature Date 7/12

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

Please explain your relevant qualifications, interests, and experiences. 5+ years in Hotel management, all aspects of staff, reviews, revenue, customer service as Assistant References (Individual or Organization) Name: Joel Baron Phone: General manager, 406 224-8585

Joel was supervisor for 5 years, former TBID Board Member

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



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

Date: 7/19/2022

Name: Zoe Randall

Physical Address: 310 E Callender Street

Mailing Address (if different):

Email: ZBNOLL3@gmail.com

Phone(s): 406-224-0813

Name of Property Owned within the District: Murray Hotel

Address of Property: 201 West Park Street

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

I Kathleen Kaul 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 Zoe Randall as my designee.

[Signature] Property Owner Signature Date 07-19-22

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? (If so, where, what board, and how long?)

Please explain your relevant qualifications, interests, and experiences. I currently work in the hospitality industry at the Murray Hotel. I will be taking the assistant manager position at The Murray in September.

References (Individual or Organization) Name: Malcolm COX

Phone: 406-404-4613

Lander Cooney

406-581-0143

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. 3036: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY REZONING PROPERTY LEGALLY DESCRIBED AS LOTS 1-16 OF BLOCK 22 & LOTS 17-32 OF BLOCK 23, PLACE ADDITION (ADDRESSED AS 1200 W. MONTANA STREET) FROM MEDIUM DENSITY RESIDENTIAL (RII) TO HIGH-DENSITY RESIDENTIAL (RIII).

ORDINANCE NO. 3036

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY REZONING PROPERTY LEGALLY DESCRIBED AS LOTS 1-16 OF BLOCK 22 & LOTS 17-32 OF BLOCK 23, PLACE ADDITION (ADDRESSED AS 1200 W. MONTANA STREET) FROM MEDIUM DENSITY RESIDENTIAL (RII) TO HIGH DENSITY RESIDENTIAL (RIII).

* * * * *

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 officially adopted Zoning Map;

WHEREAS, the amendments meet the criteria and guidelines for zoning regulations as required by

WHEREAS, the amendment meets the Lowe Test for zoning property; and

WHEREAS, the City of Livingston Zoning Commission, after a public hearing, has provided its recommendation to the City Commission;

NOW, THEREFORE, BE IT ORDAINED by the City Commission that Sec. 30.13 of the Livingston Municipal Code entitled Official Zoning Map, be and the same is hereby amended as follows:

SECTION 1

Rezoning of a parcel legally described as Lots 1- 16 of Block 22 and Lots 17-32 of Block 23, Palace Addition from Medium Density Residential (RII) to High Density Residential (RIII), as shown in Exhibit A.

SECTION 2

Statutory Interpretation and Repealer:

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

SECTION 3

Severability:

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by a court having competent jurisdiction, such invalidity shall not affect the other provisions of

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

SECTION 4

Savings provision:

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

SECTION 6

Effective date:

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

PASSED by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the _____ day of July, 2022.

MELISSA NOOTZ – Chair

ATTEST:

FAITH KINNICK
Recording Secretary

PASSED ADOPTED, AND APPROVED by the City Commission of the City of Livingston, Montana, on second reading at a regular session thereof held on the _____ day of August, 2022.

MELISSA NOOTZ – Chair

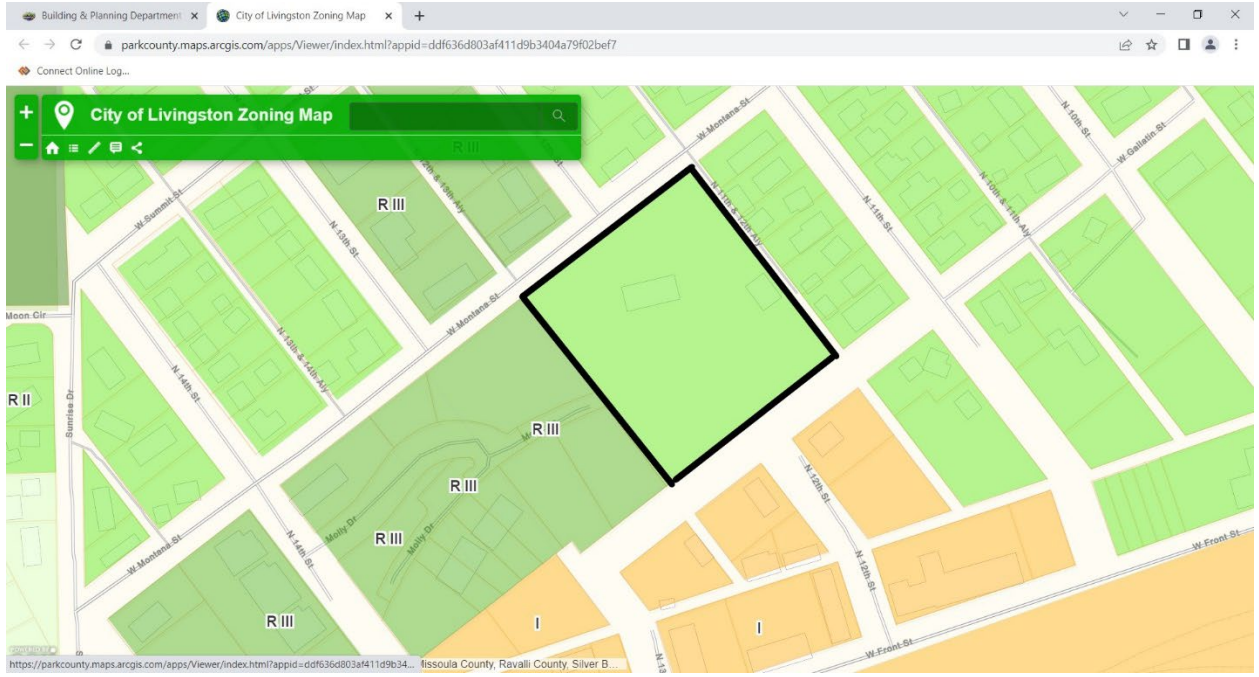
ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

COURTNEY LAWELLIN
City Attorney

EXHIBIT A





320 Alpenglow Lane
Livingston, Montana 59047
www.LivingstonHealthCare.org
406.222.3541

June 23, 2022

RE: Proposed development

Dear Commissioners:

I am writing on behalf of Livingston HealthCare in support of the proposed development at 1200 West Montana Ave. As the largest employer in Livingston, Livingston HealthCare continues to face challenges with the supply and affordability of housing for its current and prospective employees. Livingston HealthCare has added over 100 jobs since 2015 and it is becoming increasingly challenging for employees to find available housing and affordable housing to purchase or rent.

- Livingston has a pressing housing need and the lack of affordable housing is impacting employers' ability to attract and retain quality workforce. This is a critical economic development issue for Livingston. Livingston HealthCare itself has been negatively impacted because of the lack of affordable housing. We frequently have high quality prospective employees decline offers of employment solely based on housing costs or lack of availability of inventory.
- The short-term vacation rental phenomenon has impacted rental units available to those living and working in Livingston. It has impacted the stability of rental rates because rent increases are on a constant and steep increase.
- We have a wide range of housing needs in Livingston including but not limited to workforce housing.
- Housing proposed in close proximity to downtown has additional advantages of access to active transportation, trail systems and the Windrider services as well as the downtown businesses.

The proposed development will serve the community's needs well, supports the current growth policy and supports infill.

As the largest employer in the community, Livingston HealthCare is in full support of affordable diverse housing options.

Sincerely,

Deb Anszak
Deb Anszak



OFFICE OF THE SHERIFF
PARK COUNTY, MONTANA

WITH COURAGE, HONOR AND INTEGRITY, WE PROTECT THE RIGHTS OF ALL CITIZENS

SHERIFF BRAD BICHLER

CLAY HERBST - UNDERSHERIFF

JEFF MOUNT – CHAPLAIN

To Whom it May Concern,

I am writing this letter to show my support for the potential change of zoning from R2 to R3 at 1200 West Montana Ave. As you are aware, work force housing in our community continues to be a very difficult hurdle to overcome when recruiting and hiring staff. My office has on multiple occasions had very qualified applicants turn down positions simply based on the fact they could not secure suitable housing. The hiring of competent, professional staff is paramount and well built, affordable housing would certainly help to bridge the gap the Sheriff's Office and other employers need in securing that staff. As our community continues to grow we must provide the infrastructure needed to support that growth if we are to continue to thrive. Thank you in advance for your attention and if I can be of any further assistance please do not hesitate to call.

Regards,

Sheriff Brad W. Bichler

PARK COUNTY SHERIFF'S OFFICE
41 4 E CALLENDER ST
P.O. BOX 443
LIVINGSTON, MT 59047

BUSINESS/CIVIL (406) 222-4172
NON-EMERGENCY (406) 222-2050
FAX (406) 222-4175



Livingston's Ace Hardware
Anaconda's Ace Hardware
Butte's Ace Hardware

1106 West Park St., Suite 41
Livingston, MT 59047

Phone: (406) 222-0202

Fax: (406) 222-8197

Matt Dowdell • mdowdell@bresnan.net
Tom Shellenberg • shellenberg@bresnan.net

June 29, 2022

City of Livingston
City Commission
Department of Planning

Re: Letter of Support for Diamond Lodge
Development LLC Zoning Change to R3

Dear Commission,

Livingston is in desperate need of more housing. Our Ace employees have difficulty finding housing. As a school board member, I know we have lost employees due to our housing issues. All Park County employers are struggling with the lack of housing.

Affordable housing is a complex issue. But it still boils down to supply and demand. The supply is low and the demand is high. Every new housing unit helps with the supply side of the equation. R3 housing provides more housing units on less land, which lowers construction costs per unit, which lowers rent or purchase price.

Every property is in someone's back yard. But the property in this development is natural for the requested zoning.

Please approve this zoning change.

Cordially,

Tom Shellenberg
406-223-3522

Submitted by Email

June 28, 2022

Brian Menges

Proprietor of:
Second Street Bistro
Gil's Goods
The Murray Bar

Dear City of Livingston Commissioners,,

I write to you today to express my most enthusiastic support for Dan Kaul's application for a zone change from R2 to R3 on his project at 1200 west Montana Ave. I wish to express clearly to you the absolute devastation that has been inflicted upon the hospitality industry over the last few years, not only from the lockdowns during COVID but the subsequent explosion of real estate values and the inability to deal with considerable increase in vacation rentals in town. These factors have combined to create a situation where the lack of affordable long-term housing is slowly suffocating my businesses and very few solutions exist. After nearly two decades of creating an infrastructure to accommodate the increase in tourism, it is nothing short of maddening to watch my storefronts sit idle three days a week simply because I cannot find employees. This crisis is playing out in real time for every single restaurant in Park County. The hospitality industry relies on employees who are quite simply being squeezed out of our town and Dan Kaul's concept is the first step of many in the right direction. In addition, Dan Kaul and The Murray Hotel are an anchor in our community, and he has proven his valor and conviction year after year in innumerable housing projects. This is a good idea and Dan is the right guy to get it done.

In order to underscore the devastation being inflicted upon my company due to the staffing shortage I would like to briefly share with you the difference. In the year before COVID, I employed 67 employees with an annual payroll over 1.4 million and sales nearing 5 million. Currently I employ 27 people and sales in 2019 were off by nearly 50% at 2.5 million. I want to underline that this is playing out in real time for us. Five of my precious employees have lost housing in the last three months because their long term rentals have been turned into short term VRBO. I never would have imagined 18 years ago when I started peddling food and wine in our town that I would be faced with a situation so dire. If it wasn't for the fact, I paid off my mortgages right before COVID, I would be bankrupt. I am writing as clear as I can to you to plead to you to help us avoid having this whole corner be boarded up. We are watching the last best place become else entirely, simply because we do not have enough workers to generate revenue and a town with no shops or restaurants isn't much of a town.

Thank you for your time and I am happy to answer any questions you may have.

Brian Menges
406-223-1546

danielekaul@gmail.com

From: danielekaul@gmail.com
Sent: Tuesday, June 28, 2022 5:06 PM
To: danielekaul@gmail.com
Subject: FW: letter of support

Hi Dan. Please consider this my letter of support for your project. As a restaurant owner and as the owner of a small law firm I am finding it impossible to hire employees even with pay above the normal scale to work in Livingston. When you analyze the cost of housing in Livingston wages must exceed \$20/hour for even the most basic labor force. Rents have doubled and even tripled in the recent past making Livingston off limits to most of the available work force. It will take many projects like the one you have planned to relieve this pressure. I truly support your efforts on this project. Karl Knuchel.

Karl Knuchel

Attorney

Karl@knuchelpe.com

Phone: (406)222-0135

Fax: (406)-222-8517

101 North E Street, P.O. Box 953

Livingston, MT 59047

June 28, 2022

Dear Livingston City Commissioners,

Regarding the Diamond Lodge Development proposed project at 1200 West Montana, I am writing to express my support of the requested change in Zoning from R2 to R3.

As the founder of PFL in 1996, I have employed more than 1,000 people in Livingston. It was only in the last five or so years that housing became an obstacle to hiring the talented workforce the company needs to thrive. And it is now a significant issue.

I know that numerous businesses in town are running at below capacity due to the workforce housing shortage. We have all read that there are over 10 million open positions across the country. Some of them are right here in Livingston. And at least part of the reason we have unfilled positions is the lack of housing. Making this change to R3 will allow higher density infill. More importantly, it will provide some pressure relief for the people and businesses of Livingston.

Respectfully,

Andrew Field



City of Livingston
City Commissioners
Livingston MT 59047

June 27, 2022

RE: Application for Zoning Change from R2 to R3 at 1200 West Montana Ave.

Dear City Commissioners:

I am writing in support of the application to change the zoning designation for the property located at 1200 W. Montana Ave from R2 to R3. As you know, Dan Kaul and his wife, Kathleen, have been involved in some of the most effective residential development projects here in Livingston. This project is another example of residential development that will help maintain our robust community in Livingston.

They have applied to change the zoning to R3 from R2 to allow them to build more units on the project site as well as expand the number of families that can reside in the pre-existing structure that formerly served as a Caslen Living Center. I would urge you to support this application.

I am sure you are well aware of Livingston’s housing challenges. As the vice chair of the school board and an employer, I can tell that the number one obstacle to us being able to hire qualified employees is the complete dearth of housing available for most applicants. As an example, when the school board advertised for a new superintendent in 2016, very well-paying job, we had 40 applicants or more. This past year, with the retirement of Don Viegut, we advertised the job, and we received 4 applicants – two of whom were local. When asked why folks did not apply, invariably, their response was I could not find a place to live.

It is time to start saying yes to these projects. Especially the ones that actually comply with your growth policy. I urge you to support the application.

Sincerely,

Dan Vermillion

Caslen LIVING CENTERS INC

July 1, 2022

To Whom it may concern:

I am the owner of Caslen Living Centers Assisted Living in Livingston. I am writing to address the housing crisis that exists in Livingston.

We have not been fully staffed since 2018. One of the reasons for not being able to find staff is the lack of housing. We have also had a few employees move away from Livingston due to the high cost of housing. They could no longer afford their rent. We have refused to take new residents due to the lack of employees. Our occupancy is a little over 50%. We normally run close to 100% occupancy with a waiting list. Local families have been frustrated with us not being able to admit their loved ones who need assisted living care.

The purpose of this project is to build some affordable housing to attract more workers into the area. I have heard a lot of other employers in Livingston are struggling to find workers as well.

Please approve the zoning change from R2 to R3 so that we can build affordable housing. Without the zoning change we will not be able to accomplish our goal of providing more affordable housing to Livingston.

Thank you for considering my concerns.

Michael White

Michael White

Caslen Living Centers
Bus: (406) 281-8544
Cell: (406) 697-6844
Email: mike@caslenlc.com

74 Lily Valley Circle, Suite 101 • Billings, MT 59105
(406) 281-8544 • FAX (406) 281-8545



June 29, 2022

City of Livingston Commission
220 East Park Street
Livingston, MT 59047

Re: Diamond Lodge Development Zoning Map Amendment

I am writing today to express my strong support for rezoning of the Palace Addition Lots 1 – 32 in Blocks 22 & 23, from R II to R III designation. Not only is the subject property surrounded on two sides by R III properties, allowing R III development can convert the existing building to accommodate much needed workforce housing and allow higher density build out on the lower lots (21-26).

I was happy to learn that the City Zoning Commission had recently approved the zone change application for the Diamond Lodge Development. The zoning redesignation of the property aligns with the City Growth Policy to allow for higher densities and wider land uses that support such development with smaller, more compact footprint. The adjacent infrastructure is adequate for rezoning and sidewalks will be brought to city standards (refreshing as we have so many areas in Livingston where the sidewalks are non-existent or crumbling). The proposed rezoning for higher density development in already developed areas of the city also helps to reduce urban sprawl (in a very small footprint) and contribute to a more walkable and bikable city. Most importantly, the proposed development would allow for a mix of housing in neighborhoods that support a variety of household income levels. The proposed development will promote affordability, serving currently underserved and lower income level groups (which includes a majority of our area workforce) in the City of Livingston.

As a downtown business owner/downtown building owner (for over 25 years), we have never faced employment issues as we have in the past four years. More recently, we have lost staff who have moved away from the area and the reason was not wages (our staff makes a minimum of \$17/hour) – the only reason was affordable workforce housing. The housing issues in the area have also led to hiring challenges - there is absolutely no affordable housing in our community.

Developments that help address the workforce housing issues will ensure that we can keep trained and talented staff members and have the ability to hire additional new staff. Many of the individuals and families needing affordable workforce housing hold jobs important to our community. Often, these individuals can't afford to purchase a home (and this is so very true right now in Park County with out-of-control housing prices). In other cases, some are choosing to rent for longer periods of time. An example is millennial renters opting to forgo the hassles of home ownership, such as the costs of maintenance and property taxes, for the convenience that comes with living in a managed property. Affordable workforce housing fills an important societal need by creating safe homes and enabling communities to attract and keep important employees. This will remain crucial as single-family home costs continue to soar in Park County.

I have known Dan Kaul for close to 30 years and have worked with him in many capacities, served with him on several local community boards and witnessed his workmanship on new and renovated area properties. I cannot think of another person that would be thoughtful, strategic and community-minded when directing this worthy effort.

104 North Second Street



Livingston, Montana

Please contact me at galbraithkristen@gmail.com or 406-220-9600 should you have any questions regarding my support. Thank you for your consideration of rezoning these properties in order to accommodate some relief to affordable housing needs in our community.

Sincerely,

Kristen Galbraith, Co-Owner
Coffee Crossing
Cerberus Properties

Caslen LIVING CENTERS INC

To Whom it may concern,

I am writing today to express my concerns for employees and housing in Livingston. Over the last 2 plus years I have lost many valuable staff due to the housing issues in Livingston. It breaks my heart to see people born and raised in Livingston having to move away because their rental has become a vacation rental, they can even afford to rent something else and are forced to move away from Livingston.

For 2 years I have not had enough staff to allow me to properly do my job (because I am working the floor). I almost lost another staff just last year from the housing crisis. She is currently living in an empty resident room here at Caslen.

We need affordable housing, and we need it soon! Caslen has had to get foreign workers from the Philippines just for staffing. These new employees will also be living at Caslen because there is no where for them to live that they can afford. This will affect the elderly here in Livingston who need to come to Caslen because they can no longer live safely at home, I will have 5 rooms that could be used for elderly housing but are being used for employees!

Livingston needs to do something! We have the opportunity right now to turn the old Diamond K into affordable housing so people can make a living and be proud they have a place to live!

Sincerely,

Lorilee Huttinger, Administrator



Catherine Moody Accounting
124 South 2nd Street
Livingston, MT 59047
406.333.7315
cat@cmoodyacctg.com



June 30, 2022

City of Livingston Commission
220 East Park Street
Livingston MT 59047

Re: Diamond Lodge Development LLC

Gentlemen

I am writing today to express my strong support of the rezoning being requested for the above-referenced property. I am a proponent of the City's growth policy to allow for higher density housing within the City limits. I am also deeply concerned with the lack of affordable housing for working families and believe that this proposal will seek to address some of those urgent issues.

I have owned an accounting business in downtown Livingston for about fifteen years, and service approximately 350 clients, including many small businesses in Park County. I would estimate that 90% of these businesses – including my own – are deeply impacted by the effects of this lack of housing. Every business is struggling with not being able to find employees, and the major reason is that people cannot afford to live here even if they can locate a residence – a challenge in itself. It took me eight months to find my last employee, and then we were lucky because she had relatives to stay with. She has been unable to find her own place despite looking for months now.. Restaurants, even our most iconic, are cutting back not for lack of business, but lack of employees.

We have all seen the recent statistics – housing is disproportionately expensive relative to average income. These jobs are what sustain this community, economically and socially. We need real solutions, and I believe this proposal will serve to help alleviate the problem.

Dan Kaul and Jim Bawek have been clients for many years now, and I've had the opportunity to work with them as they create new or renovated housing. They hire locally, support their employees and craftsmen, and build relationships within the community. I've served with Dan on many civic and charitable organizations for many years and have witnessed firsthand his commitment to thoughtful development within the downtown area, with an eye towards what is best for this community and working families. In addition, I think these solutions should come from people like Dan and Jim, long-time involved members of our community, rather than recent arrivals to the area who seem to want to impose their "solutions" upon those of us with a long history of quietly working to find REAL answers to our own local issues.

I believe this project dovetails neatly with the City's growth policy and should be approved. Thank you for your consideration.

Cordially,

Cat Moody

July 1, 2022

Honorable Commissioners,

I write to support the zoning requested by Dan Kaul, Diamond Lodge Development? Due to timing considerations, Friends of Park County (FPC) has not taken an official position on the request, so I am writing on my own behalf, although I am confident FPC would similarly support the project.

The need for affordable housing is paramount for the residents and economy of the City of Livingston. While I understand there may be serious obstacles such as traffic considerations, I do believe in this case, the need for housing must be the first and highest consideration.

Thank you for the opportunity to voice my support and thank you for your service to the Livingston community.

Sincerely,

Jean Keffeler
724 River Drive
Livingston, MT 59047

Re: Diamond Lodge Development, LLC, represented by Dan Kaul, R-II to R-III zoning change for Lots 1-16 of Block 22 & Lots 17-32 of Block 23, Palace Addition.

Honorable Livingston City Commissioners,

As an owner of property adjacent to the parcel under consideration for a zoning change from R-II to R-III, I would like to present my comments regarding this proposal.

Unfortunately, I was unable to attend the zoom hearing on June 14, 2022. Therefore, I am unacquainted with comments (presumably both positive and negative) from others whose properties are potentially impacted and my comments here are based solely on my own perspective as an adjacent property owner.

The proposed zoning change would allow for the construction of much needed "workforce housing" in Livingston. I am personally acquainted with Dan Kaul and can attest to his impeccable work ethic and personal integrity. I anticipate that any buildings he constructs on the parcel in question will be thoughtfully and tastefully constructed and seamlessly integrated into the neighborhood.

It is my understanding that our growth policy strongly favors "in building" within the present city confines as opposed to creating sprawl at the edges of the city. The proposed project would fit within this goal.

From my perspective as an adjacent property owner, I do not anticipate any negative effects and foresee positive ramifications for the city of Livingston.

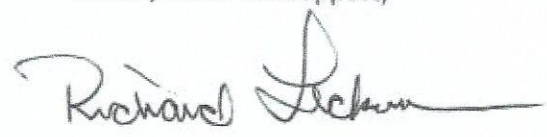
Thank You,
Rick Spellman
226 S. 8th St. (Residence)
430 N. 12th St. (Adjacent Property)
(406) 222 - 3985
pauphin@msn.com

July 22, 2022
Rick's Refrigeration
406 N. 13th St
Livingston, Mt 59047

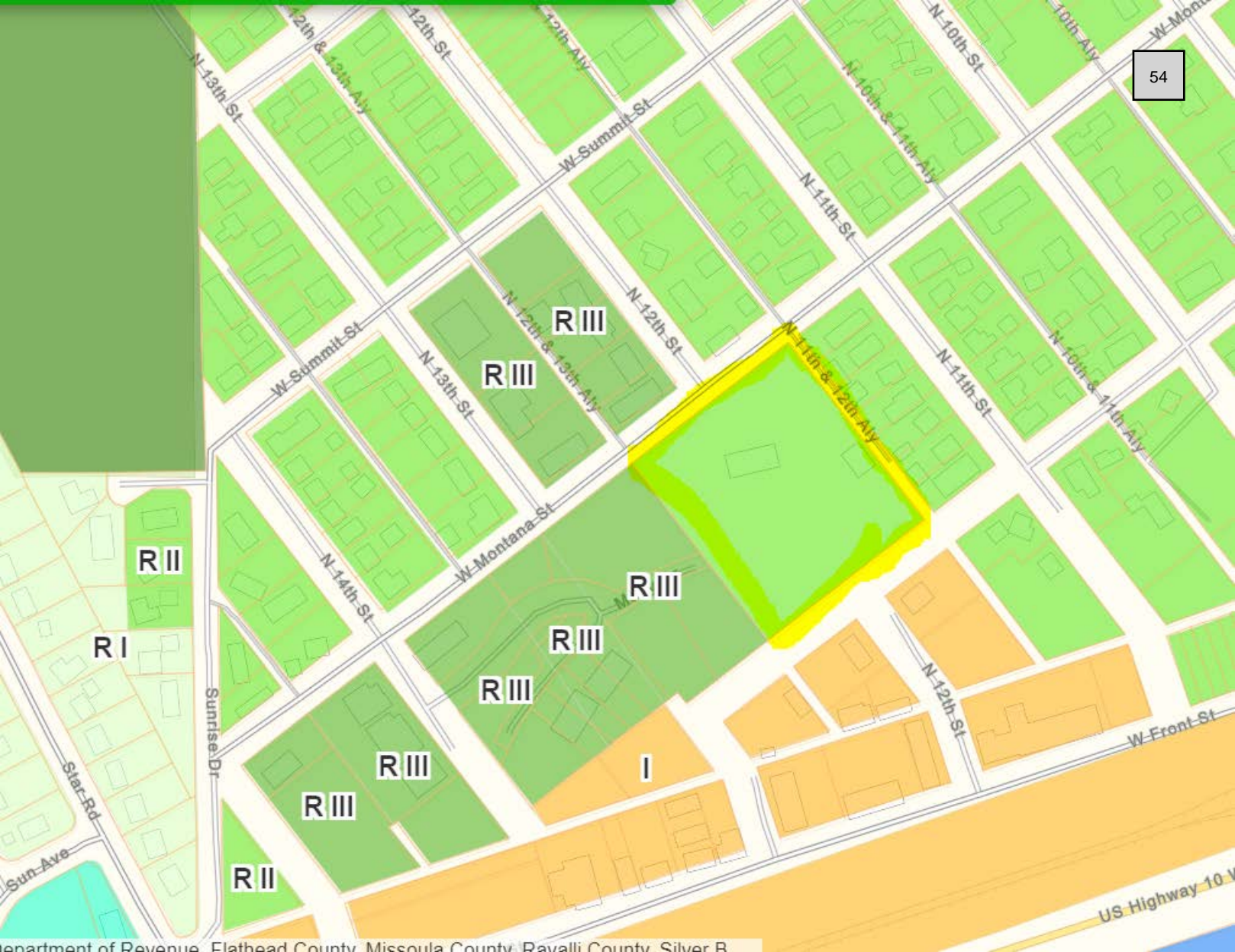
To whom it may concern,

Rick's Refrigeration at 406 N. 13th St in Livingston, Mt would like to put our approval to Dan Kaul's proposal for the 1200 W. Montana zoning change. Not only will this increase the ability for affordable housing, but it would help bring qualified technicians to the area who would otherwise not be able to afford the high cost of housing in Livingston. Like most small businesses in Livingston, we are struggling to keep employees and hire new ones due to the ever-rising cost of living here. If this proposal was to pass, we strongly feel that this would not only help the community but local businesses.

Thank you for this support,

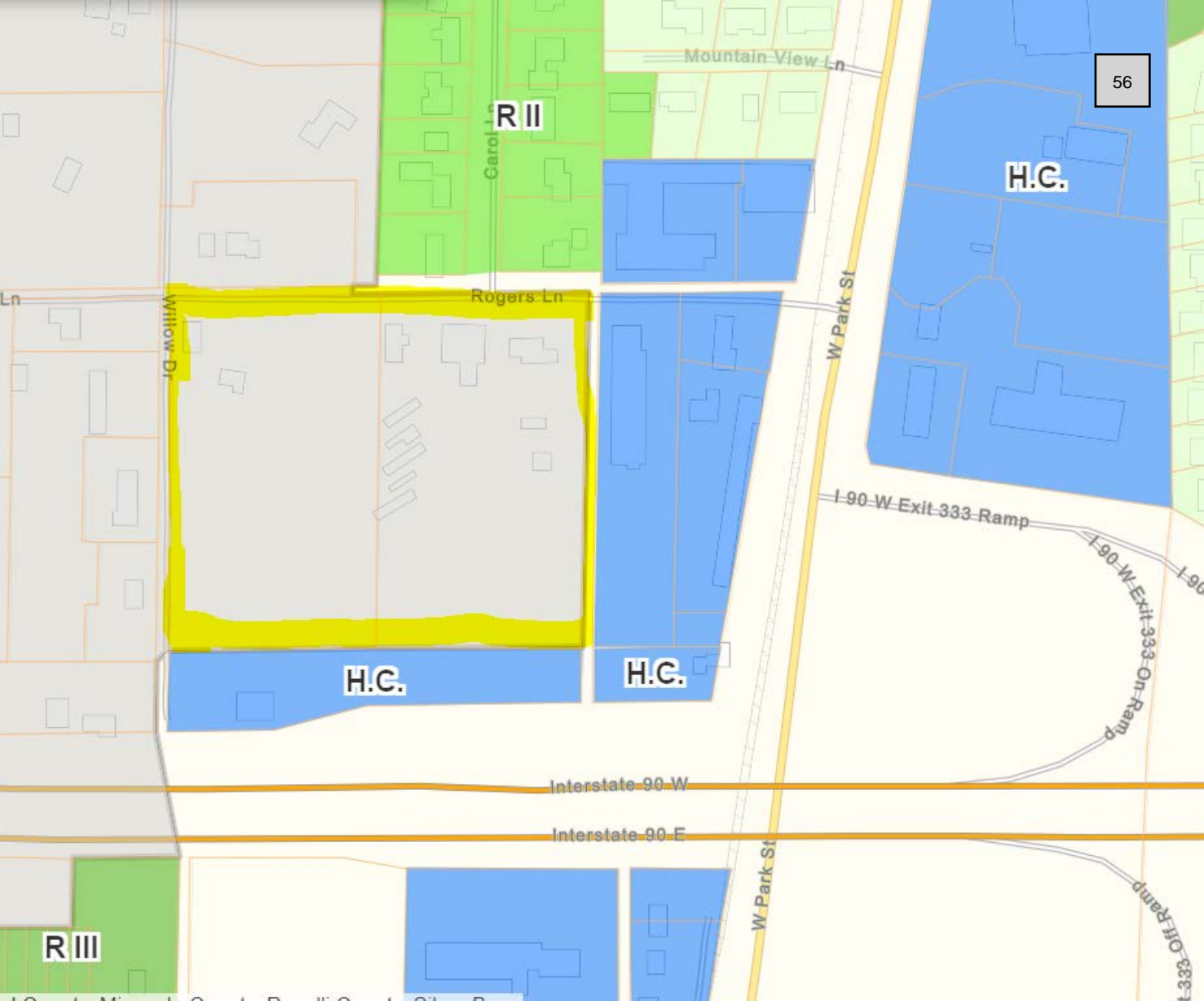


Richard Leckner
Vice President
Rick's Refrigeration, Inc



File Attachments for Item:

B. ORDINANCE NO. 3037: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ZONING PROPERTY LEGALLY DESCRIBED AS LOT 16 & 17 OF THE ACREVILLE SUBDIVISION IN SECTION 23, TOWNSHIP TWO SOUTH (T02S), RANGE NIINE EAST(R09E), AS MIXED-USE.



56

Mountain View Ln

R II

H.G.

Rogers Ln

Willow Dr

W Park St

I-90 W Exit 333 Ramp

I-90 W Exit 333 On-Ramp

I-90 W Exit 333 Off-Ramp

H.G.

H.G.

Interstate 90 W

Interstate 90 E

W Park St

R III

ORDINANCE NO. 3037

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ZONING PROPERTY LEGALLY DESCRIBED AS LOT 16 & 17 OF THE ACREVILLE SUBDIVISION IN SECTION 23, TOWNSHIP TWO SOUTH (T02S), RANGE NINE EAST(R09E), AS _____

* * * * *

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 officially adopted Zoning Map;

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

WHEREAS, the City Commission of the City of Livingston, Montana annexed the subject parcel by passing Resolution 5031 on April 15, 2022;

WHEREAS, being within the jurisdiction of the City, the parcel is required by the City’s Zoning Ordinance to be given a zoning designation;

WHEREAS, the amendment meets the Lowe Test for zoning property; and

WHEREAS, the City of Livingston Zoning Commission, after a public hearing, has provided its recommendation to the City Commission;

NOW, THEREFORE, BE IT ORDAINED by the City Commission that Sec. 30.13 of the Livingston Municipal Code entitled Official Zoning Map, be and the same is hereby amended as follows:

SECTION 1

Zoning of a parcel legally described as Lot 16 & 17 of the Acreville Subdivision in Section 23, Township Two South (T02S), Range Nine East (R09E) as shown in Exhibit A as _____

SECTION 2

Statutory Interpretation and Repealer:

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

SECTION 3

Severability:

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

SECTION 4

Savings provision:

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

SECTION 6

Effective date:

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

PASSED by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the _____ day of July, 2022.

MELISSA NOOTZ – Chair

ATTEST:

FAITH KINNICK
Recording Secretary

PASSED ADOPTED, AND APPROVED by the City Commission of the City of Livingston, Montana, on second reading at a regular session thereof held on the _____ day of August, 2022.

MELISSA NOOTZ – Chair

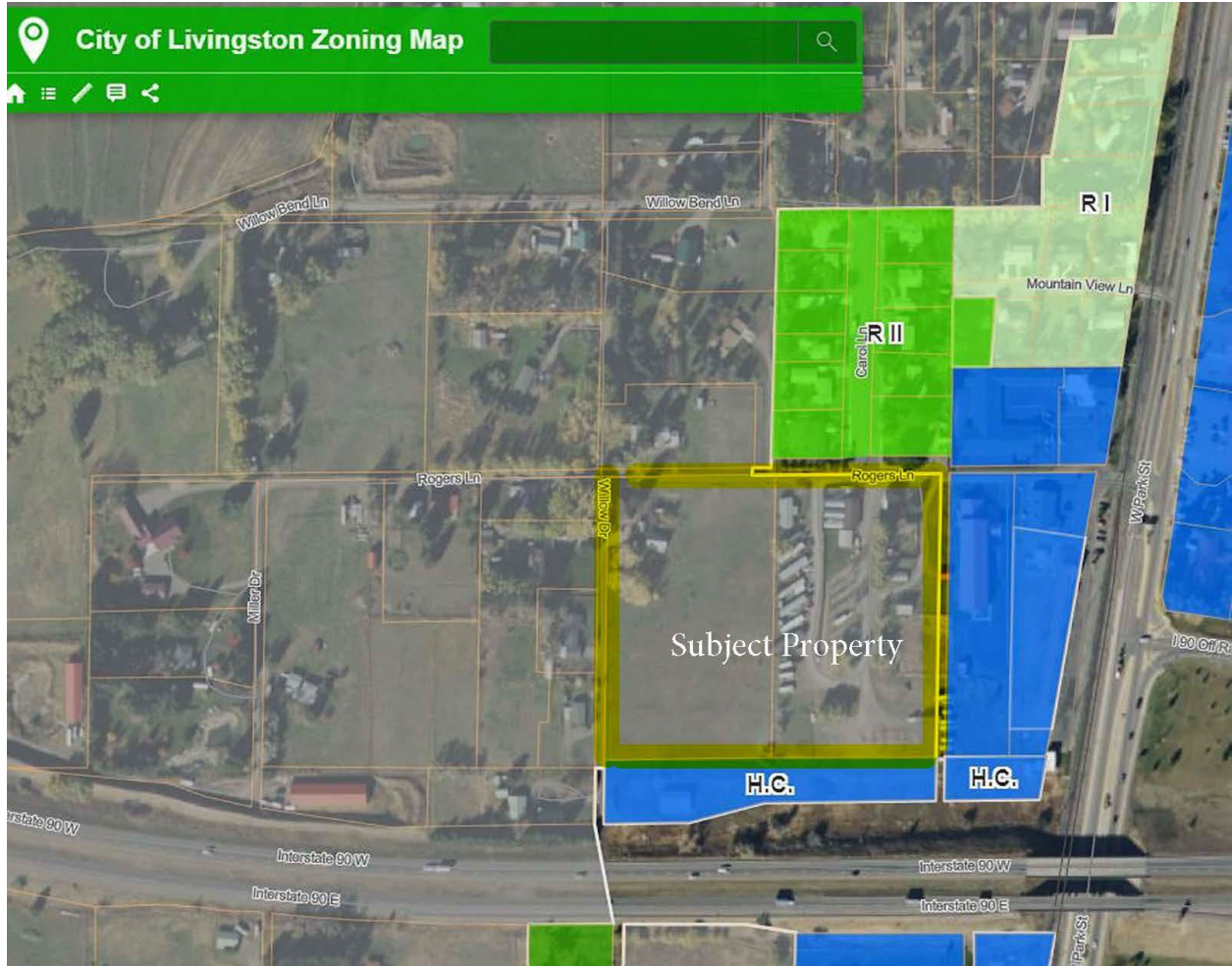
ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

COURTNEY LAWELLIN
City Attorney

EXHIBIT A



File Attachments for Item:

A. ORDINANCE NO. 3038: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 11 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED FIRE PROTECTION AND PREVENTION REMOVING LANGUAGE REDUNDANT WITH STATE STATUTE AND REMOVING LANGUAGE REGARDING THE LIFE SAFETY CODE AND RENUMBERING THE SECTIONS INTO A MORE COGNIZABLE ORDER.

Chapter 11
FIRE PROTECTION AND PREVENTION

To facilitate better readability and logical sequencing, Chapter 11 should be re-ordered in the following manner, using five groupings and this suggested numbering system.

11.10. Definitions.

11.20. Establishment of Fire Department

A summary of the original language establishing the Livingston Fire Department should be included here.

11.30. Volunteer fire department—created.

11.31. Volunteer fire department - volunteer firefighter defined.

11.40. Fire Department Officers and employees—designated.

11.41. Powers and duties of fire chief—generally.

11.42. Powers of fire chief during fires.

11.43. Fire chief command during fires.

11.44. Service recall.

11.50. Emergency medical services

11.60. International Fire Code adopted.

11.61. Chief enforcement officer

11.62. Provide for a fire inspection program and inspection fee.

11.63. Inspection modifications.

11.64. Inspection appeals.

11-65. Inspection violations.

11.71. Establishment of limits.

11.72. Storage and transportation of liquefied petroleum gases—additional limits.

-
- 11.73. Fireworks—Explosion prohibited.
 - 11.74. Fireworks Supervised displays—License.
 - 11.75. Fireworks Bond.
 - 11.76. Fireworks confiscation of stock.
 - 11.81. Burglar and fire alarms—direct dialing to 911 prohibited.
 - 11.82. Utility turnoffs access requirements.

 - 11.90. Cost and Recovery - Purpose.
 - 11.91. Cost and Recovery - Definitions.
 - 11.92. Cost and Recovery - Definitions.
 - 11.93. No admission of liability.
 - 11.94. Failure to pay City—legal action.

Chapter 11
FIRE PROTECTION AND PREVENTION

11.1. Definitions.

Whenever the following words or phrases appear in these regulations, they shall have the meaning assigned to them by this section. When not inconsistent with the context, words used in the present tense include the future; the singular, unless otherwise specifically defined in a particular section, includes the plural, and the plural the singular; the word “shall” is always mandatory, and the word “may” indicates use of discretion in making decisions.

11.2. Fireworks—Explosion prohibited.

It shall be unlawful for any person to explode or use firecrackers, rockets, torpedoes, fireworks or similar substances, or other pyrotechnics, or any substance containing chlorate or potash mixture or other similar substance, except toy pistols or guns loaded with caps, within the city; except supervised displays as hereinafter provided.

(Code 1958, 11-20; Ord. No. 3007, 6/1/21)

11.3. Fireworks Supervised displays—License.

The chief of the fire department shall have the power to grant permits for supervised public displays of fireworks to be held by fair associations, amusement parks, and other organizations or groups of individuals. Every such display shall be handled by a competent operator to be approved by the chief and shall be of such a character, and so located, discharged or fired as in the opinion of the chief, after proper inspection, shall not be hazardous to property or endanger any person or persons. Application for permits shall be made in writing at least fifteen (15) days in advance of the date of the display. After such privilege shall have been granted, sales, possession, use and distribution of fireworks for such display shall be lawful for that purpose only. No permit granted hereunder shall be transferable.

(Code 1958, 11-21)

11.4. Fireworks Bond.

The chief of the fire department shall require a bond from the fireworks display permittee in a sum not less than five hundred dollars (\$500.00), conditioned for the payment of all damages which may be caused either to persons or to property by reason of the display, and arising from any acts of the licensee, their agents, employees or subcontractors.

(Code 1958, 11-22)

11-5. Fireworks confiscation of stock.

The Fire Chief or the Chief of the police department or any member of the police force of the city is hereby authorized and directed to take, seize, remove or cause to be removed at the expense of the owner all stocks of fireworks or combustibles offered or exposed for sale, stored or held in violation of this section.

(Code 1958, 11-23)

11.6 —11.8. Reserved

11-9. Burglar and fire alarms—direct dialing to 911 prohibited.

No person may program an automatic dialing burglar/fire alarm device into a 911 phone number. Any such device must report to an Alarm Monitoring Company.

(Ord. 1724, 10/19/92)

11.10—11.29. Reserved.

11.30. International Fire Code adopted.

11.30.1 There is hereby adopted by the City of Livingston, Montana, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion and providing for the issuance of permits and penalties for enforcement that certain Code known as the International Fire Code adopted by the Fire Prevention and Investigation Bureau of the Montana Department of Justice (or its successor), as set out in the Administrative Rules of Montana, and as amended from time to time by the Bureau, are adopted by reference and incorporated in this Chapter as if set forth in full, with the additions, amendments, and deletions enumerated within the Administrative Rules, except as may be noted in this Chapter, by future Administrative Order, or by any regulations not applicable to local government jurisdictions.

11.30.2 One (1) copy of the Code have been and, currently are, on file in the City Fire Department, and from the date on which the ordinance codified in this Section shall take effect the provision thereof shall be controlling within the limits of the city.

11.31.3 The fire code and Administrative Rules of Montana as adopted above are applicable within the corporate limits of the City of Livingston and are enforced by the Livingston Fire and Rescue Department, Livingston Building Department, and/or the Livingston Police Department.

(Ord. No. 2039, § 1, 5/15/12)

Editor's note(s)—Ord. No. 2039, adopted May 15, 2012, repealed § 11-30 and enacted a new section as set out herein. The former § 11-30 pertained to adoption of the Fire Prevention Code and derived from Ord. No. 1551, adopted May 19, 1986; Ord. No. 1648, adopted Feb. 2, 1990; Ord. No. 1719, adopted Aug. 3, 1992; Ord. No. 1785, adopted Sept. 19, 1994; and Ord. No. 1903, adopted Jan. 16, 2001.

11.31. Chief enforcement officer.

The chief enforcement officer of the International Fire Code shall be the Chief of the Fire Department or the Fire Marshal.

11.32. Establishment of limits.

The storage and dispensing of flammable or combustible liquids in outside aboveground tanks and bulk storage of liquefied petroleum gases is to be permitted as follows:

11.32.1 There shall be no new facilities installed for the storage of flammable or combustible liquids in outside aboveground tanks or bulk storage of liquefied petroleum gases, except as follows:

- 11.32.1.1. Only upon special permit issued by the City of Livingston when, in the sole discretion of the Fire Chief, such installation is not detrimental to the general welfare, health and safety of the residents of the City of Livingston and then only if such aboveground storage tanks or bulk storage facilities meet the following requirements:
- a. Facilities of the type must be permitted by the Fire Code in effect in the City of Livingston at the time of the application for special permit;
 - b. The facility must be installed in accordance with any and all applicable requirements set forth and described in the Fire Code in effect in the City of Livingston at the time of the application for special permit;
 - c. The aboveground and/or bulk storage tank or tanks must be listed and labeled in accordance with any and all applicable requirements set forth and described in the Fire Code in effect in the City of Livingston at the time of the application for special permit;
 - d. The aboveground storage tank must only be used for the storage and dispensing of combustible liquids or liquefied petroleum gases;
 - e. Any public or private entity installing the facility must comply with all other applicable state, federal, and local laws, statutes, rules, regulations, and ordinances;
 - f. Under no circumstances will an aboveground or bulk storage tank or tanks be allowed in any area zoned residential, central business district or neighborhood commercial; and
 - g. All aboveground and/or bulk storage tank or tanks must be installed to include any and all safety devices and precautions the Fire Chief reasonably believes are necessary to protect the general welfare, health and safety of the residents of the City of Livingston, which may include, but are not limited to, leak detection or fire suppression measures.

11.32.1.2. Application and Application Fee. Any public or private entity desiring to install an aboveground or bulk storage tank or tanks must submit an application to the Fire Chief with an application fee in the amount of Two Hundred Fifty Dollars (\$250.00) which fee shall be used to defray the costs of site inspection and approval.

(Ord. 1307, 10/6/75; Ord. 1487, 7/6/81; Ord. 1849, 3/17/97; Ord. No. 2061, § 1, 12/15/15)

11.33. Provide for a fire inspection program and inspection fee.

11.33.1. The City of Livingston Fire Department shall undertake an active fire inspection program of all commercial properties located within the City of Livingston. A written fire inspection form shall be used by the Fire Department and a copy of the fire inspection form shall be delivered to the occupant of each building or structure at the conclusion of each inspection.

11.33.2 The Chief of the Fire Department shall establish a regular fire inspection program for commercial properties that shall require all commercial properties to be inspected at least one (1) time per year.

11.33.3 The owners, occupants, and lessees of all buildings or structures shall allow Fire Department employees upon their premises to conduct such inspection and shall cooperate with all reasonable requests of the Fire Department to adequately inspect all structural areas and shall correct any violations of the Fire Code and provide proof thereof to the Fire Department within thirty (30) days. Any violation of this Section shall be punishable by Section 1-8 of the Code of Ordinances.

11.33.4 The annual fire inspection fee is incorporated into the annual business license fees. Additional fees for plan review or extensive oversight may be charged.

(Ord. 1497, 4/19/82; Ord. 1836, 8/5/96; Ord. 1991, 10/15/07)

11.34. Inspection modifications.

The Chief of the Fire Department shall have power to modify any of the provisions of the Fire Code adopted upon application in writing by the owner or lessee, or their duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such modification when granted or allowed and the decision of the Chief of the Fire Department thereon shall be entered upon the records of the department and a signed copy shall be furnished the applicant.

(Code 1958, Sec. 11-49; Ord. 1144, 9-20-65; Ord. No. 3005 , § 2, 4/20/21)

11.35. Inspection appeals.

Whenever the Chief of the Fire Department shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the fire prevention code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the chief of the fire department to the city council within thirty (30) days from the date of the decision appealed.

(Code 1958 11-49; Ord. No. 1144, 7, 9-20-65)

11-36. Inspection violations.

11.36.1. Any person who shall violate any of the provisions of the fire prevention code hereby adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the city council or by a court of competent jurisdiction, within the time fixed herein, shall severally for each such violation and noncompliance, respectively, be punishable as provided in Section 1-8 of this Code of Ordinances. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations

or defects within a reasonable time and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense.

11.36.2. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

(Code 1958, 11-49; Ord. No. 1144, 7, 9-20-65)

11.43. Storage and transportation of liquefied petroleum gases—additional limits.

11.43.1 General. The storage and transportation of LP-Gas (liquefied petroleum gases) and the installation and maintenance of pertinent equipment shall be in accordance with any and all requirements set forth and described in the Fire Code in effect in the City of Livingston, as such Fire Code may be amended from time to time, and subject to the approval of the chief, except as provided herein.

11.43.1. Maximum LP-Gas Capacity Within Established Limits. Unless a special permit has been issued under Section 11-32 of the Code of Ordinances, City of Livingston, Montana, within the corporate limits of the City of Livingston, the aggregate capacity of any one (1) LP-Gas installation shall not exceed a one hundred (100) pound bottle capacity.

11.43.2. Container Location. The container or containers shall be located with respect to buildings, public ways, and lines of adjoining property which can be built upon, in accordance with any and all requirements set forth and described in the Fire Code in effect in the City of Livingston, as such Fire Code may be amended from time to time.

(Ord. 1752, 2/7/94; Ord. No. 2061 , § 2, 12/15/15)

11.44. Utility turnoffs access requirements.

All owners and occupants of structures upon real property in the City of Livingston shall keep completely free and clear an access to all outside gas, electric, and other utility turnoffs. The passageway must be entirely uncluttered and allow a free passage way of at least three (3) feet in width and the immediate surrounding area must be totally free of obstacles or clutter.

(Ord. 1754, 12/20/93)

Secs. 11.45—11.49. Reserved.

11.50. Fire Department Officers and employees—designated.

The fire department of the city shall consist of a chief, an assistant chief(s), captains, and such paid firefighters as may be authorized by the city council, together with such volunteer firefighters as may be organized under and by virtue of the laws of the state.

(Code 1958, 11-35; Ord. No. 3005 , § 2, 4/20/21)

11.51. Reserved.

11.52. Powers and duties of fire chief—generally.

11.52.1. The chief of the fire department has the powers and responsibilities found in 7-33-2001 MCA as well as sole command and control over all persons connected with the fire department of the city or town and has full power and authority over its organization, government, and discipline. The chief may establish disciplinary rules that the chief considers advisable, subject to the approval of the city or town council. The chief has charge of and is responsible for the engines and other apparatus and the property of the town or city furnished to the fire department and shall see that they are at all times ready for use in the extinguishing of fires.

11.52.2. The assistant chief of the fire department shall aid the chief in the work of the department and in the chief's absence shall perform the chief's duties.

11.52.3. Chief(s) and officers of the fire department shall not be deemed officer of the municipality.

(Code 1958, 11-37; Ord. No. 3005, § 2, 4/20/21)

11.53. Powers of fire chief during fires.

The chief of the fire department and in their absence the assistant chief shall have power during any fire, and while the fire department is engaged in putting out any fire or caring for property at any fire to order any place of business in the vicinity of such fire closed for such length of time as deemed necessary, and any person refusing to comply with such orders shall be punished as provided in Section 1-8.

(Code 1958, 11-38; Ord. No. 3005 , § 2, 4/20/21)

11.54. Fire chief command during fires.

The chief of the fire department and in their absence the assistant chief shall have sole and absolute control and command over all other members of the department and all other persons present at fires, and the movement of all persons or property within the streets in the area threatened by fire. The firefighter or officer of the department who first arrives at a fire shall be the officer in command until the chief or assistant chief of the fire department arrives and assumes command.

(Code 1958, 11-39; Ord. No. 3005 , § 2, 4/20/21)

11.56. Service recall.

All members of the fire department shall be subject to recall at any time for service.

(Code 1958, 11-41)

ecs. 11.57. —11.60. Reserved

11.61. Volunteer fire department—created.

In addition to the paid fire department of the city, there is created, as a part of said fire department, the volunteer fire department of the city.

(Code 1958, 11-46)

11.62. Volunteer fire department - volunteer firefighter defined.

A volunteer firefighter is defined to be one of a group of persons associated together for the purpose of fighting fires, voluntarily within the city, and as a volunteer, performs such duties freely and of their own volition.

(Code 1958, 11-47; Ord. No. 3005 , § 2, 4/20/21)

Secs. 11.63—11.69. Reserved.

11.63 Emergency Medical Services – Purpose

The fire department provides Emergency Medical Services (EMS) to the citizens of Livingston and Park County. Emergency Medical Services include Basic Life Support (BLS), Advanced Life Support (ALS), Critical Care (CC), and both 9-1-1 and inter-facility ambulance transport services.

11.64 Emergency Medical Services - Primary Provider

The fire department is the primary provider of ambulance services in Livingston and Park County. Other entities desiring to provide these services on a regular basis must be approved by the City of Livingston.

11.65. Emergency Medical Services-Funding

Funding for Emergency Medical Services is derived from a variety of sources, including but not limited to City of Livingston General Fund, Park County Mill Levy, Medical Insurance payments, Medicare/Medicaid funding, and grants.

11.70. Cost and Recovery - Purpose.

This section shall provide procedures for recovering costs incurred by the City for City assistance in hazardous materials, power line emergencies, and wildfire cooperator assistance.

(Ord. 1725, 10/19/92)

11.71. Cost and Recovery - Definitions.

As used in this section:

"Expenses" means the actual labor costs of the City and volunteer personnel including worker's compensation benefits, fringe benefits, administrative overhead, costs of equipment, costs of

equipment operation, costs of materials, costs of disposal and the cost of any contract labor and materials.

"Hazardous materials emergency" means a sudden and unexpected release of any substance that, because of its quantity, concentration or physical, chemical, or infectious characteristics, presents a direct and immediate threat to public safety or the environment, and requires immediate action to help control the release or to address public safety concerns.

"Wildfire Cooperator Assistance" means a wildland fire deployment via a request through the Montana Department of Natural Resources (DNRC) or the Montana Department of Emergency Services.

"Power line emergency" means any City response where the fire department assists or stands by with personnel and equipment as a safety measure due to power lines.

(Ord. 1725, 10/19/92; Ord. No. 3005, § 2, 4/20/21)

11.71. Cost and Recovery - Definitions.

11.72.1. Any railroad car-related hazardous materials emergency shall have all City recovery expenses allocated against the transporting rail carrier. This imposition of expenses shall be regardless of negligence or fault on the part of the transporting carrier. If recovery is not made from the transporting rail carrier, then the City may also recover expenses from the owner of the rail car.

11.72.2. The City shall recover from any person, corporation, partnership whose negligent actions cause hazardous material or power line emergency expenses incurred by City agencies directly associated with a response to a hazardous material or power line emergency. Cost recovery shall be pursuant to the following procedure:

- a. The City, through the Fire Chief, shall determine responsibility for the emergency and notify the responsible party by mail of the City's determination of responsibility and costs to be recovered.
- b. The notice shall specify that the determined responsible party may appeal the City's decision to the City Manager within ten (10) days from the date of the notice.
- c. In the event the determined responsible party appeals the determination, the City Manager shall hold a public hearing to consider any issues raised by the appeal, at which hearing the appealing party and the City shall be entitled to present evidence in support of their respective positions.
- d. The City Manager shall, after the hearing, issue a decision assessing responsibility and costs.

11.72.3. The City shall recover from any requesting agency, any and all expenses related to the request for emergency resources per the annual DNRC Local Government Fire Forces Rental Agreement. Responding to requests for Mutual Aid in the first operational period are not chargeable.

(Ord. 1725, 10/19/92)

11.73. No admission of liability.

The payment of expenses determined owing under this Article does not constitute an admission of liability or negligence in any legal action for damages.

(Ord. 1725, 10/19/92)

11.74. Failure to pay City—legal action.

In the event parties determined to be responsible for the repayment of hazardous material emergency costs fails to make payment to the City within thirty (30) days after a determination of any appeal or thirty (30) days from the deadline for appeal in the event no appeal is filed, the City may initiate legal action to recover from the determined responsible parties the costs determined to be owing. The unpaid balance shall accrue interest at the legal rate from the date past due.

(Ord. 1725, 10/19/92)

ORDINANCE NO. 3038:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 11 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED FIRE PROTECTION AND PREVENTION REMOVING LANGUAGE REDUNDANT WITH STATE STATUTE AND REMOVING LANGUAGE REGARDING THE LIFE SAFETY CODE AND RENUMBERING THE SECTIONS INTO A MORE COGNIZABLE ORDER.

* * * * *

Preamble.

The purpose of this Ordinance is to make the amendments to Chapter 11 of the City’s Municipal Code.

WHEREAS, the City of Livingston has updated its building codes which align with the International Fire Codes and not with the Life Safety Code, which has conflicts with the International Fire Code, and has updated the code to align with current practices, procedures, and process, that need to be reflected in City Code; and

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

**Chapter 11
FIRE PROTECTION AND PREVENTION**

Articles:

Article I. In General

~~Sec. 11-1. False fire alarms.~~

~~It shall be unlawful for any person knowingly and willfully to turn in a false alarm to the fire department in the city.~~

~~(Code 1958, 11-18)~~

11.1. Definitions.

Whenever the following words or phrases appear in these regulations, they shall have the meaning assigned to them by this section. When not inconsistent with the context, words used in the present tense include the future; the singular, unless otherwise specifically defined in a particular section, includes the plural, and the plural the singular; the word “shall” is always mandatory, and the word “may” indicates use of discretion in making decisions.

~~Sec. 11.2. Fireworks—Explosion prohibited.~~

It shall be unlawful for any person to explode or use firecrackers, rockets, torpedoes, fireworks or similar substances, or other pyrotechnics, or any substance containing chlorate or potash mixture or other similar substance, except toy pistols or guns loaded with caps, within the city; except supervised displays as hereinafter provided.

(Code 1958, 11-20; Ord. No. 3007, 6/1/21)

~~Sec. 11.3. Same—~~Fireworks ~~Supervised displays—License.~~

The chief of the fire department shall have the power to grant permits for supervised public displays of fireworks to be held by fair associations, amusement parks, and other organizations or groups of individuals. Every such display shall be handled by a competent operator to be approved by the chief and shall be of such a character, and so located, discharged or fired as in the opinion of the chief, after proper inspection, shall not be hazardous to property or endanger any person or persons. Application for permits shall be made in writing at least fifteen (15) days in advance of the date of the display. After such privilege shall have been granted, sales, possession, use and distribution of fireworks for such display shall be lawful for that purpose only. No permit granted hereunder shall be transferable.

(Code 1958, 11-21)

~~Sec. 11.4. Same—Same—~~Fireworks ~~Bond.~~

The chief of the fire department shall require a bond from the fireworks display permittee in a sum not less than five hundred dollars (\$500.00), conditioned for the payment of all damages which may be caused either to persons or to property by reason of the display, and arising from any acts of the licensee, their agents, employees or subcontractors.

(Code 1958, 11-22)

Sec. 11-5. ~~Same—~~Fireworks confiscation of stocks.

The ~~Fire Chief or the~~ Chief of the police department or any member of the police force of the city is hereby authorized and directed to take, seize, remove or cause to be removed at the expense of the owner all stocks of fireworks or combustibles offered or exposed for sale, stored or held in violation of this ~~Chapter~~ [article](#).

(Code 1958, 11-23)

~~Sec. 11-6. Smoking in theater.~~

~~Smoking or the carrying of a lighted pipe, cigar, cigarette or other form of smoking material in a theater is prohibited unless the premises of the theater has been inspected by the fire chief for fire hazards and they [have] granted permission in writing to the theater owner or manager for smoking on the premises.~~

~~(Code 1958, 11-27; Ord. No. 1145, 10-18-65); Ord. No. 3005, § 2, 4/20/21~~

~~Sec. 11-7. Fire extinguishers.~~

~~The chief of the fire department is authorized to require the installation of hand or other portable fire extinguishers in any store, factory, garage or other building where readily flammable material is stored, handled, kept or sold. Where such extinguishers are required, the property owners or occupants shall be required to maintain the extinguishers in proper operative condition.~~

~~(Code 1958, 11-19)~~

~~Sec. 11-8. Use of water for sprinkling or irrigation during fire.~~

~~It shall be unlawful for any user of water from the city water system to use any water for sprinkling or irrigation from such system during the progress of any fire in the city, and all irrigation and sprinkling shall be immediately stopped when an alarm of fire is sounded in any part of the city, and shall not be resumed until the fire has been extinguished.~~

~~(Code 1958, 11-17)~~

Sec. 11.6 —11.8. Reserved

Sec. 11-9. Burglar and fire alarms—direct dialing to 911 prohibited.

No person may program an automatic dialing burglar/fire alarm device into a 911 phone number. Any such device must use the traditional [ten seven](#)-digit phone number.

(Ord. 1724, 10/19/92)

Sec. 11.10—11.29. Reserved.

Article II. Fire Codes

11.30. International Fire Code adopted.

11.30.1 There is hereby adopted by the City of Livingston, Montana, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion and providing for the issuance of permits and penalties for enforcement that certain Code known as the International Fire Code adopted by the Fire Prevention and Investigation Bureau of the Montana Department of Justice (or its successor), as set out in the Administrative Rules of Montana, and as amended from time to time by the Bureau, are adopted by reference and incorporated in this Chapter as if set forth in full, with the additions, amendments, and deletions enumerated within the Administrative Rules, except as may be noted in this Chapter, by future Administrative Order, or by any regulations not applicable to local government jurisdictions.

11.30.2 One (1) copy of the Code have been and, currently are, on file in the City Fire Department, and from the date on which the ordinance codified in this Section shall take effect the provision thereof shall be controlling within the limits of the city.

11.31.3 The fire code and Administrative Rules of Montana as adopted above are applicable within the corporate limits of the City of Livingston and are enforced by the Livingston Fire and Rescue Department, [Livingston Building Department, and/or the Livingston Police Department.](#)

(Ord. No. 2039, § 1, 5/15/12)

Editor's note(s)—Ord. No. 2039, adopted May 15, 2012, repealed § 11-30 and enacted a new section as set out herein. The former § 11-30 pertained to adoption of the Fire Prevention Code and derived from Ord. No. 1551, adopted May 19, 1986; Ord. No. 1648, adopted Feb. 2, 1990; Ord. No. 1719, adopted Aug. 3, 1992; Ord. No. 1785, adopted Sept. 19, 1994; and Ord. No. 1903, adopted Jan. 16, 2001.

~~Sec.~~ 11.31. Chief enforcement officer.

The chief enforcement officer of the ~~Uniform~~ [International](#) Fire Code shall be the Chief of the Fire Department.

~~Sec.~~ 11.32. Establishment of limits.

The storage and dispensing of flammable or combustible liquids in outside aboveground tanks and bulk storage of liquefied petroleum gases is to be permitted as follows:

- ~~A~~11.32.1. There shall be no new facilities installed for the storage of flammable or combustible liquids in outside aboveground tanks or bulk storage of liquefied petroleum gases, except as follows:
 - ~~A~~11.32.1.1. Only upon special permit issued by the City of Livingston when, in the sole discretion of the Fire Chief, such installation is not detrimental to the general welfare, health and safety of the residents of the City of Livingston and then only if such aboveground storage tanks or bulk storage facilities meet the following requirements:
 - a. Facilities of the type must be permitted by the Fire Code in effect in the City of Livingston at the time of the application for special permit;
 - b. The facility must be installed in accordance with any and all applicable requirements set forth and described in the Fire Code in effect in the City of Livingston at the time of the application for special permit;

- c. The aboveground and/or bulk storage tank or tanks must be listed and labeled in accordance with any and all applicable requirements set forth and described in the Fire Code in effect in the City of Livingston at the time of the application for special permit;
- d. The aboveground storage tank must only be used for the storage and dispensing of combustible liquids or liquefied petroleum gases;
- e. Any public or private entity installing the facility must comply with all other applicable state, federal, and local laws, statutes, rules, regulations, and ordinances;
- f. Under no circumstances will an aboveground or bulk storage tank or tanks be allowed in any area zoned residential, central business district or neighborhood commercial; and
- g. All aboveground and/or bulk storage tank or tanks must be installed to include any and all safety devices and precautions the Fire Chief reasonably believes are necessary to protect the general welfare, health and safety of the residents of the City of Livingston, which may include, but are not limited to, leak detection or fire suppression measures.

~~B~~.11.32.1.2. Application and Application Fee. Any public or private entity desiring to install an aboveground or bulk storage tank or tanks must submit an application to the Fire Chief with an application fee in the amount of Two Hundred Fifty Dollars (\$250.00) which fee shall be used to defray the costs of site inspection and approval.

(Ord. 1307, 10/6/75; Ord. 1487, 7/6/81; Ord. 1849, 3/17/97; Ord. No. 2061, § 1, 12/15/15)

~~Sec~~ **11.33. Provide for a fire inspection program and inspection fee.**

~~A~~.11.33.1. The City of Livingston Fire Department shall undertake an active fire inspection program of all commercial properties located within the City of Livingston. A written fire inspection form shall be used by the Fire Department and a copy of the fire inspection form shall be delivered to the occupant of each building or structure at the conclusion of each inspection.

~~B~~.11.33.2 The Chief of the Fire Department shall establish a regular fire inspection program for commercial properties that shall require all commercial properties to be inspected at least one (1) time per year.

~~C~~.11.33.3 The owners, occupants, and lessees of all buildings or structures shall allow Fire Department employees upon their premises to conduct such inspection and shall cooperate with all reasonable requests of the Fire Department to adequately inspect all structural areas and shall correct any violations of the Fire Code and provide proof thereof to the Fire Department within thirty (30) days. Any violation of this Section shall be punishable by Section 1-8 of the Code of Ordinances.

~~D~~.11.33.4. A fire inspection fee shall be charged to each occupant or separate business within any building or structure. Each lessee or owner that controls a separate portion of a single building shall be charged a separate inspection fee.

~~E~~. The inspection fee shall be in the amount of Eighty Dollars (\$80.00) per year, payable within thirty (30) days from the date of the first inspection in any calendar year. Any owner or lessee shall be given a credit against the inspection fee in the amount of an owner's or lessee's City business or occupational license if such a license has been obtained.

(Ord. 1497, 4/19/82; Ord. 1836, 8/5/96; Ord. 1991, 10/15/07)

Sec. 11.34. Same Inspection modifications.

The Chief of the Fire Department shall have power to modify any of the provisions of the Fire ~~Prevention~~ Code adopted upon application in writing by the owner or lessee, or their duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such modification when granted or allowed and the decision of the Chief of the Fire Department thereon shall be entered upon the records of the department and a signed copy shall be furnished the applicant.

(Code 1958, Sec. 11-49; Ord. 1144, 9-20-65; Ord. No. 3005, § 2, 4/20/21)

Sec. 11.35. Same Inspection appeals.

Whenever the Chief of the Fire Department shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the fire prevention code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the chief of the fire department to the city council within thirty (30) days from the date of the decision appealed.

(Code 1958 11-49; Ord. No. 1144, 7, 9-20-65)

Sec. 11.36. Same Inspection violations.

~~(a)~~11.36.1. Any person who shall violate any of the provisions of the fire prevention code hereby adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the city council or by a court of competent jurisdiction, within the time fixed herein, shall severally for each such violation and noncompliance, respectively, be punishable as provided in Section 1-8 of this Code of Ordinances. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects within a reasonable time and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense.

~~(b)~~11.36.2. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

(Code 1958, 11-49; Ord. No. 1144, 7, 9-20-65)

~~Sec 11.37. Life Safety Code—adopted.~~

~~There is hereby adopted by the City Council for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the Life Safety Code, promulgated by the National Fire Protection Association, being particularly NFPA No. 101, 1988 Edition, or that edition which is most recently issued, and the whole thereof, of which one copy shall at all times be on file in the office of the City, and the same is hereby adopted and incorporated as fully as if set out at length herein, and the provisions thereof shall be controlling within the corporate limits of the City.~~

~~(Ord. 1307, 10/6/75; Ord. 1666, 6/20/90)~~

~~Sec. 11.38. Same — Life Safety Code enforcing officer.~~

~~The life safety code hereby adopted shall be enforced by the chief of the fire department.~~

~~Sec. 11.39. Same Life Safety Code use of term "authority having jurisdiction".~~

~~Whenever the words "authority having jurisdiction" are used in the life safety code hereby adopted, it shall be held to mean this city.~~

~~Sec. 11.40. Same Life Safety Code modifications.~~

~~The chief of the fire department shall have power to modify any of the provisions of the life safety code hereby adopted upon application in writing by the owner or lessee, or their duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such modification when granted or allowed and the decision of the chief of the fire department thereon shall be entered upon the records of the department and a signed copy shall be furnished the applicant.~~

~~(Ord. No. 3005, § 2, 4/20/21)~~

~~Sec. 11.41. Same Life Safety Code appeals.~~

~~Whenever the chief of the fire department shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the life safety code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the chief of the fire department to the city council within thirty (30) days from the date of the decision appealed.~~

~~Sec. 11.42. Same Life Safety Code violations.~~

~~(a)11.42.1. Any person who shall violate any of the provisions of the life safety code hereby adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the city council or by a court of competent jurisdiction, within the time fixed herein, shall severally for each such violation and noncompliance, respectively, be punished as provided in Section 1-8 of this Code of Ordinances. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects within a reasonable time and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense.~~

~~(b)11.42.2 The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.~~

~~Sec. 11.43. Storage and transportation of liquefied petroleum gases—additional limits.~~

~~A.11.43.1 General. The storage and transportation of LP-Gas (liquefied petroleum gases) and the installation and maintenance of pertinent equipment shall be in accordance with any and all requirements set forth and described in the Fire Code in effect in the City of Livingston, as such Fire Code may be amended from time to time, and subject to the approval of the chief, except as provided herein.~~

~~B.~~11.43.1. Maximum LP-Gas Capacity Within Established Limits. Unless a special permit has been issued under Section 11-32 of the Code of Ordinances, City of Livingston, Montana, within the corporate limits of the City of Livingston, the aggregate capacity of any one (1) LP-Gas installation shall not exceed a one hundred (100) pound bottle capacity.

~~C.~~11.43.2. Container Location. The container or containers shall be located with respect to buildings, public ways, and lines of adjoining property which can be built upon, in accordance with any and all requirements set forth and described in the Fire Code in effect in the City of Livingston, as such Fire Code may be amended from time to time.

(Ord. 1752, 2/7/94; Ord. No. 2061, § 2, 12/15/15)

~~Sec.~~ **11.44. Utility turnoffs access requirements.**

All owners and occupants of structures upon real property in the City of Livingston shall keep completely free and clear an access to all outside gas, electric, and other utility turnoffs. The passageway must be entirely uncluttered and allow a free passage way of at least three (3) feet in width and the immediate surrounding area must be totally free of obstacles or clutter.

(Ord. 1754, 12/20/93)

~~Secs.~~ **11.45 Emergency medical services.** The City may, at its discretion, provide emergency medical services in the City, and/or outside the City based on agreements with the County or other agencies.

Secs 11.46—11.49. Reserved.

Article III. Fire Department

~~Sec.~~ **11.50. Fire Department Officers and employees—designated.**

The fire department of the city shall consist of a chief, an assistant chief, captains, and such paid firefighters as may be authorized by the city council, together with such volunteer firefighters as may be organized under and by virtue of the laws of the state.

(Code 1958, 11-35; Ord. No. 3005, § 2, 4/20/21)

~~Sec.~~ **11.51. Reserved.**

~~Sec.~~ **11.52. Powers and duties of fire chief—generally.**

11.52.1. The chief of the fire department has the powers and responsibilities found in 7-33-2001 MCA as well as sole command and control over all persons connected with the fire department of the city or town and has full power and authority over its organization, government, and discipline. The chief may establish disciplinary rules that the chief considers advisable, subject to the approval of the city or town council. The

chief has charge of and is responsible for the engines and other apparatus and the property of the town or city furnished to the fire department and shall see that they are at all times ready for use in the extinguishing of fires.

11.52.2. The assistant chief of the fire department shall aid the chief in the work of the department and in the chief's absence shall perform the chief's duties.

11.52.3. Chief(s) and officers of the fire department shall not be deemed officer of the municipality.

~~The chief of the fire department shall: Be responsible for the discipline, good order and proper conduct of the officers and firefighters constituting the department, and for the good condition of all equipment and apparatus belonging to and connected with the department; have the superintendence, and control of all buildings, equipment and apparatus used by the department; have such authority over the subordinate officers and firefighters as is provided in the laws of the state and City ordinance.~~

(Code 1958, 11-37; Ord. No. 3005, § 2, 4/20/21)

~~Sec. 11.53. Same~~ — Fire chief during fires.

The chief of the fire department and in their absence the assistant chief shall have power during any fire, and while the fire department is engaged in putting out any fire or caring for property at any fire to order any place of business in the vicinity of such fire closed for such length of time as deemed necessary, and any person refusing to comply with such orders shall be punished as provided in Section 1-8.

(Code 1958, 11-38; Ord. No. 3005, § 2, 4/20/21)

~~Sec. 11.54. Same~~ — Fire chief command during fires.

The chief of the fire department and in their absence the assistant chief shall have sole and absolute control and command over all other members of the department and all other persons present at fires, and the movement of all persons or property within the streets in the area threatened by fire. The firefighter or officer of the department who first arrives at a fire shall be the officer in command until the chief or assistant chief of the fire department arrives and assumes command.

(Code 1958, 11-39; Ord. No. 3005, § 2, 4/20/21)

~~Sec. 11.55. Assistant fire chief to serve in absence of chief; compensation.~~

~~In the absence from active duty for any reason whatsoever of the fire chief of the city, the assistant fire chief shall perform the duties of the chief. There shall be paid to the assistant fire chief as salary and compensation, a sum equal in amount to the salary and compensation being paid to the fire chief at the time they cease to engage in active service with the department. Such sum shall be paid monthly during the period in which they actually perform the duties of chief and until the return of the fire chief to active duty with the department. The compensation and salary to be paid, as hereinbefore provided shall be received by the assistant fire chief in lieu of the salary and compensation received from the city in payment of services as assistant fire chief, and shall be the sole salary and compensation to be received by the assistant while performing the duties of fire chief. Upon the return of the fire chief to active service with the department the assistant fire chief shall thereupon receive only such compensation as may be provided by the ordinances of the city for the position of assistant fire chief.~~

~~(Code 1958, 11-40; Ord. No. 3005, § 2, 4/20/21)~~

Sec. 11.56. Service call.

All members of the fire department shall be subject to **recall** at any time for service.

(Code 1958, 11-41)

~~**Sec. 11.57. Adoption of regulations.**~~

~~The city council shall adopt such rules and regulations as they may deem necessary for the guidance, discipline, operation and control of the officers and firefighters of the fire department, and shall post a copy of such rules in a conspicuous place in the fire station.~~

~~(Code 1958, 11-42; Ord. No. 3005, § 2, 4/20/21)~~

~~**Sec. 11.58. Gambling, spirituous liquors prohibited.**~~

~~No gambling shall be allowed in any building occupied by the fire department, nor shall spirituous liquors be kept or used therein.~~

~~(Code 1958, 11-43)~~

~~**Sec. 11.59. Salaries—established by council.**~~

~~The chief of the fire department, the assistant chief and the firefighters of the department shall each receive such salary as may from time to time be fixed by the city council; provided, however, the salary of any firefighter in their probationary period shall be fixed by the city council at the time of the appointment of such firefighter.~~

~~(Code 1958, 11-44; Ord. No. 3005, § 2, 4/20/21)~~

~~**Sec. 11.60. Same—disability pension in lieu of.**~~

~~Any member of the fire department injured or disabled when on actual duty shall receive such compensation during the time lost in consequence as may be granted by the Firemen's Relief Association, which shall be in lieu of pay during such time.~~

~~(Code 1958, 11-45)~~

Secs. 11.57. —11.60. Reserved

~~**Sec. 11.61. Volunteer fire department—created.**~~

~~In addition to the paid fire department of the city, there is created, as a part of said fire department, the volunteer fire department of the city.~~

~~(Code 1958, 11-46)~~

~~Sec. 11.62. Same — volunteer firefighter defined.~~

~~A volunteer firefighter is defined to be one of a group of persons associated together for the purpose of fighting fires, voluntarily within the city, and as a volunteer, performs such duties freely and of their own volition. (Code 1958, 11-47; Ord. No. 3005, § 2, 4/20/21)~~

Secs. 11.63—11.69. Reserved.

[11.63. Added to define and mandate EMS service](#)

~~Article IV. Cost and Recovery~~

~~Sec. 11.70. [Cost and Recovery - Purpose.](#)~~

This [Article section](#) shall provide procedures for recovering costs incurred by the City for City assistance in hazardous materials and power line emergencies.

(Ord. 1725, 10/19/92)

~~Sec. 11.71. [Cost and Recovery - Definitions.](#)~~

As used in this [Article section](#):

"Expenses" means the actual labor costs of the City and volunteer personnel including worker's compensation benefits, fringe benefits, administrative overhead, costs of equipment, costs of equipment operation, costs of materials, costs of disposal and the cost of any contract labor and materials.

"Hazardous materials emergency" means a sudden and unexpected release of any substance that, because of its quantity, concentration or physical, chemical, or infectious characteristics, presents a direct and immediate threat to public safety or the environment, and requires immediate action to help control the release or to address public safety concerns.

"Power line emergency" means any City response where the fire department assists or stands by with personnel and equipment as a safety measure due to power lines.

(Ord. 1725, 10/19/92; Ord. No. 3005, § 2, 4/20/21)

~~Sec. 11.72. Recovery authorization and procedure.~~

11.72.1. Any railroad car-related hazardous materials emergency shall have all City recovery expenses allocated against the transporting rail carrier. This imposition of expenses shall be regardless of negligence or fault on the part of the transporting carrier. If recovery is not made from the transporting rail carrier, then the City may also recover expenses from the owner of the rail car.

~~B.~~11.72.2. The City shall recover from any person, corporation, partnership whose negligent actions cause hazardous material or power line emergency expenses incurred by City agencies directly associated with a response to a hazardous material or power line emergency. Cost recovery shall be pursuant to the following procedure:

- 1a. The City, through the Fire Chief, shall determine responsibility for the emergency and notify the responsible party by mail of the City's determination of responsibility and costs to be recovered.
- 2b. The notice shall specify that the determined responsible party may appeal the City's decision to the City Manager within ten (10) days from the date of the notice.
- 3c. In the event the determined responsible party appeals the determination, the City Manager shall hold a public hearing to consider any issues raised by the appeal, at which hearing the appealing party and the City shall be entitled to present evidence in support of their respective positions.
- 4d. The City Manager shall, after the hearing, issue a decision assessing responsibility and costs.

(Ord. 1725, 10/19/92)

Sec. 11.73. No admission of liability.

The payment of expenses determined owing under this Article does not constitute an admission of liability or negligence in any legal action for damages.

(Ord. 1725, 10/19/92)

Sec. 11.74. Failure to pay City—legal action.

In the event parties determined to be responsible for the repayment of hazardous material emergency costs fails to make payment to the City within thirty (30) days after a determination of any appeal or thirty (30) days from the deadline for appeal in the event no appeal is filed, the City may initiate legal action to recover from the determined responsible parties the costs determined to be owing. The unpaid balance shall accrue interest at the legal rate from the date past due.

(Ord. 1725, 10/19/92)

SECTION 2

Statutory Interpretation and Repealer:

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

SECTION 3

Severability:

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

SECTION 4

Savings Provision:

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

SECTION 5

Effective Date:

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

PASSED by the City Commission of the City of Livingston, Montana, during a first reading at a regular session thereof held the _____ day of August 2022.

MELISSA NOOTZ, Chair

ATTEST:

FAITH KINNICK
Recording Secretary

PASSED, APPROVED, AND ADOPTED by the City Commission of the City of Livingston, Montana, during a second reading at a regular session thereof held the _____ day of _____, 2022.

MELISSA NOOTZ, Chair

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney

PUBLIC NOTICE

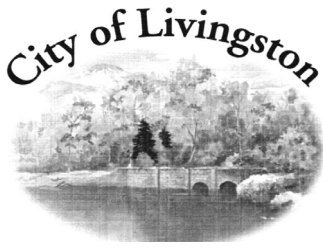
NOTICE IS HEREBY GIVEN the Livingston City Commission will convene for a regular session Tuesday, September 6, 2022, at 5:30 p.m. via Zoom. The Commission will conduct a public hearing after the second reading of **ORDINANCE NO. 3038** entitled **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 11 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED FIRE PROTECTION AND PREVENTION REMOVING LANGUAGE REDUNDANT WITH STATE STATUTE AND REMOVING LANGUAGE REGARDING THE LIFE SAFETY CODE AND RENUMBERING THE SECTIONS INTO A MORE COGNIZABLE ORDER.** All interested persons are invited to attend the public hearing, to make comments or make objections thereto. For additional information contact the City Offices at 220 E Park Street, Livingston, MT, 59047, or by phone at 823-6000.

Please publish Friday, August 26, 2022, and September 2nd, 2022.

Faith Kinnick
City of Livingston
August 1, 2022

File Attachments for Item:

A. RESOLUTION NO. 5060: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY OF LIVINGSTON TO APPLY FOR THE AMERICAN RESCUE PLAN ACT MINIMUM ALLOCATION GRANT PROGRAM AND AUTHORIZING THE COMMITMENT OF REQUIRED MATCHING FUNDS AND AUTHORIZING THE INTERIM CITY MANAGER TO SIGN ANY REQUIRED CONTRACTS TO COMMIT OR ACCEPT FUNDS.



Lisa L. Lowy
Interim City Manager
citymanager@livingstonmontana.org
(406) 823-6000

Chairperson
Melissa Nootz
Vice Chairperson
Karrie Kahle
Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

Staff Memorandum and Recommendation
Resolution Number: 5060
ARPA Funds for Infrastructure Projects

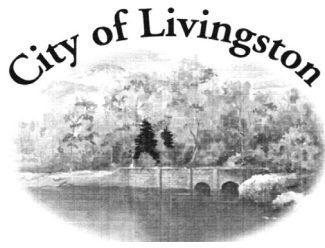
The City of Livingston has benefited from several grant programs that assist with offsetting direct taxpayer and rate payer supported infrastructure improvements. These include Treasure State Endowment Program (TSEP), Community Development Block Grants (CDBG), USDA Rural Development (RD), Safe Routes to School, Department of Natural Resources (DNRC) and Transportation Alternatives (TA) to name a few. Most recently the City of Livingston scored first among all of the applications submitted in the second round of competitive funding and has received final confirmation of the \$2,000,000 award towards costs associated with construction for the Green Acres and Montague Sewer Connection Project.

The recently enacted American Rescue Plan Act of 2021 (ARPA) dedicates significant funding for Water and Sewer Infrastructure projects. The City of Livingston will receive a minimum Allocation of approximately \$1.345 million in dedicated funds for projects to be completed no later than December 31, 2026. This is commonly referred to as Bucket B. Those funds must be applied for no later November 1, 2022 or they revert back the state for addition to another round of competitive funding.

Using our strategic plan and Capital Improvement Plans as well as the guidance provided by Preliminary Engineering Reports on our water and sewer systems the City has determined that several projects are eligible for minimum allocation funding. The \$1.345 million pool (Bucket B) will require a match not to exceed \$400,000.

Strategic evaluation of projects that meet both the requirements to be sewer or water related, are essentially shovel ready and meet the readiness to proceed requirements in the ARPA Bucket B current guidance has been ongoing as part of the overall review of the various ARPA applications. The staff recommendation is that we begin the process to apply for and allocate the funding in Bucket B to the replacement and upsizing of sewer mains with the heaviest volumes, nearest to the Water Reclamation Facility. In addition to being critical infrastructure, these mains are also some of the oldest in the community and have significant cracking, damage and wear which allows I&I into the pipes which increases volumes in the WRF as well as treatment costs. This was particularly evident in the recent flooding and the pipes have likely sustained more damage.

The required 25% match not to exceed \$400,000 will come from Impact Fees or other Enterprise funds to meet the requirement.



Lisa L. Lowy
Interim City Manager
citymanager@livingstonmontana.org
(406) 823-6000

Chairperson
Melissa Nootz
Vice Chairperson
Karrie Kahle
Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

It is important to note the following:

1. Streets, parks or trails are NOT eligible for either Bucket A, B or C funds.
2. Bucket A funds are separate and are direct payments to Cities and Counties. Livingston will receive 1.8M with many potential uses that will be determined through a public process.
3. Bucket A funds may also be used for infrastructure if that is desired by the public process and would not require a match.

Thank you for your consideration.

Very truly yours,

Lisa L. Lowy
Interim City Manager
Administrative Services and HR Director

RESOLUTION NO. 5060

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY OF LIVINGSTON TO APPLY FOR THE AMERICAN RESCUE PLAN ACT MINIMUM ALLOCATION GRANT PROGRAM AND AUTHORIZING THE COMMITMENT OF REQUIRED MATCHING FUNDS AND AUTHORIZING THE INTERIM CITY MANAGER TO SIGN ANY REQUIRED CONTRACTS TO COMMIT OR ACCEPT FUNDS.

WHEREAS, the City of Livingston, Montana, is a local government eligible to receive American Rescue Plan Act Funds through the Minimum Allocation Program (Bucket B); and

WHEREAS, the City of Livingston, seeks to apply for grant funding from the American Rescue Plan Act programs for the purpose of improving water and sewer infrastructure in the amount of \$1,354,000; and

WHEREAS, the proposed projects will improve water quality, water flow pressures and provide vital infrastructure to developing areas of the Livingston community while improving fire protection; and

WHEREAS, upon Commission approval, the City commits to meeting grant funding application requirements for all submitted projects through the utilization of funding already available from the area TIF district; and

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

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

DATED, this _____ day of August, 2022.

MELISSA NOOTZ, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY LAWELLIN
City Attorney

File Attachments for Item:

B. RESOLUTION NO. 5061: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDMENT TO THE OWNER-ENGINEER AGREEMENT WITH AE2S FOR THE EXTENSION OF CONTRACTED ON-CALL AND INSTRUMENTATION CONTROL SERVICES THROUGH JULY 28, 2024, AS IT PERTAINS TO THE LIVINGSTON WATER RECLAMATION FACILITY AND SCADA SYSTEM.

RESOLUTION NO. 5061

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDMENT TO THE OWNER-ENGINEER AGREEMENT WITH AE2S FOR THE EXTENSION OF CONTRACTED ON-CALL AND INSTRUMENTATION CONTROL SERVICES THROUGH JULY 28, 2024, AS IT PERTAINS TO THE LIVINGSTON WATER RECLAMATION FACILITY AND SCADA SYSTEM.

WHEREAS, upon request by the City, Advanced Engineering and Environmental Services, Inc. (AE2S) has proposed an agreement to render professionals engineering services for Instrumentation and Control (I&C) on-call services associated with the Water Reclamation Facility and the SCADA (supervisory control and data acquisition) system; and

WHEREAS, via Resolution No. 4926, the City Commission approved the City Manager signing the contract between the City of Livingston and AE2S defining their respective roles, and outlining the terms and conditions of services rendered for wastewater operations, process services, and fees as outlined in the July 28, 2020, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, upon review of the current contract ending July 28, 2022, the Engineer and Owner now agree to extend the length of the contract for an additional 2 years ending July 28, 2024; City Staff reviewed the proposed amendment No. 1 and fee schedule attached hereto and incorporated herein as Exhibit B, and recommends approval; and

WHEREAS, The City Manager recommends approval of AE2S On call and I &C Agreement Amendment No. 1, and is willing to sign the agreement; and

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

The Professional Services Agreement between the City of Livingston and AE2S is hereby approved. The City Manager and is authorized to sign the 7.28.2022 On-call and Instrumentation and Control (I&C) Services Agreement with AE2S and all documents associated with this agreement.

Resolution No. 5061, authorizing the City Manager to sign an Amendment No. 1 agreement with AE2S for the Instrumentation and Control Services for the Livingston WFR.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 9th day of August 2022.

MELISSA NOOTZ, Chairperson

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney

RESOLUTION NO. 4926

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A TWO (2) YEAR AGREEMENT WITH AE2S FOR ON-CALL AND INSTRUMENTATION CONTROL SERVICES DATED JULY 28, 2020, AS IT PERTAINS TO THE LIVINGSTON WATER RECLAMATION FACILITY AND SCADA SYSTEM.

WHEREAS, upon request from the City, Advanced Engineering and Environmental Services, Inc. (AE2S) has proposed an agreement to render professionals engineering services for Instrumentation and Control (I&C) on-call services associated with the Water Reclamation Facility and the SCADA (supervisory control and data acquisition) system; and

WHEREAS, the City of Livingston and AE2S wish to define their respective roles, and outline the terms and conditions of services rendered for wastewater operations, process services, and fees as outlined in the July 28, 2020, Letter Agreement attached hereto and incorporated herein as Exhibit A; and

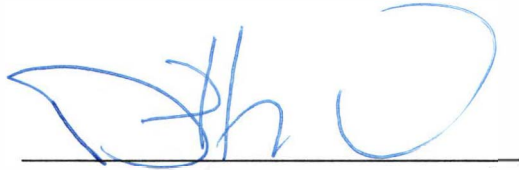
WHEREAS, City Staff reviewed the proposed agreement and negotiated with AE2S to lock into their current rates until July 1, 2022, This Agreement is not to exceed \$15,000 per Fiscal Year without approval from the City of Livingston; and

WHEREAS, The City Manager recommends approval of AE2S On call and I&C Agreement dated July 28, 2020, and is willing to sign the agreement; and

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

The Professional Services Agreement between the City of Livingston and the City of Livingston is hereby approved. The City Manager and is authorized to sign the 7.28.2020 On-call and Instrumentation and Control (I&C) Services Agreement with AE2S and all documents associated with this agreement.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 20th day of October 2020.



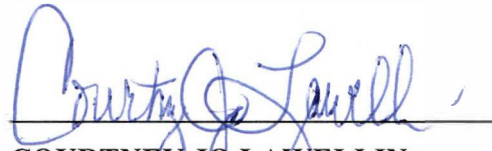
DOREL HOGLUND, CHAIR

ATTEST:

APPROVED TO AS FORM:



FAITH KINNICK
Recording Secretary



COURTNEY JO LAWELLIN
City Attorney



July 28, 2020

Shannon Holmes
City of Livingston
330 Bennett Street
Livingston, MT 59047

**RE: Letter Agreement between Client and AE2S
Livingston Water Reclamation Facility On Call Services**

Dear Mr. Holmes:

Advanced Engineering and Environmental Services, Inc. (AE2S) proposes to render professional engineering services (Assignment) to City of Livingston (CLIENT).

This Agreement, including Exhibit A, sets forth the terms and conditions under which the CLIENT and AE2S shall be governed regarding the Assignment.

Scope of Basic Services

AE2S will perform the following tasks:

On Call Services

- Instrumentation and Controls (I&C) on-call services associated with the Water Reclamation Facility and SCADA system.
- Wastewater process and operations on call services associated with trouble-shooting and operational consulting at the Water Reclamation Facility.

Additional Services

Services resulting from significant changes in the general scope, extent, or character of the Assignment are not included as a part of the Scope of Basic Services. If authorized in writing by the CLIENT, AE2S will provide services beyond the scope of this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B.

CLIENT'S Responsibilities

CLIENT shall do the following in a timely manner, so as not to delay the services of AE2S:

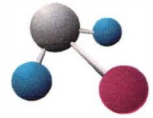
1. Designate a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CLIENT's policies and decisions with respect to services for the Assignment.

Shannon Holmes

RE: Letter Agreement for Livingston Water Reclamation Facility On Call Services

July 28, 2020 | P05613-2019-001

Page 2 of 3



2. Provide relevant information regarding requirements for the Assignment. AE2S shall be entitled to use and rely upon all information provided by CLIENT or others in performing AE2S's services under this Agreement.
3. Provide access to the relevant site sufficient for AE2S to perform its services under this Agreement.
4. CLIENT shall, so long as AE2S is not in default, promptly pay AE2S for such services as have been performed satisfactorily hereunder in accordance with the fee terms set forth herein.

CLIENT shall bear all costs incident to compliance with its responsibilities pursuant to this section.

Fees

AE2S shall render services under this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B not to exceed \$15,000.00 without written authorization from CLIENT, plus reimbursement for all project related expenses.

Performance Schedule

AE2S shall use commercially reasonable efforts to complete Basic Services within a reasonable time period.

Contract Documents

This Agreement includes the following documents, incorporated herein by reference:

1. Exhibit A - Terms and Conditions;
2. Exhibit B - Hourly Fee and Expense Schedule;
3. All other attached Exhibits referenced in this Agreement;
4. Any drawings or specifications provided by the CLIENT in writing; and
5. Any duly executed written amendments.

There are no contract documents other than this Agreement and those documents listed above.

If this Agreement sets forth your understanding of our agreement, including the scope of work desired, fees, terms, and conditions, please sign in the space provided and return a copy to AE2S. Thank you for the opportunity to assist in this project and we look forward to working with you.

Sincerely,

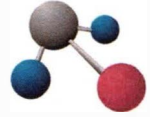
James Sletten,
I&C Services Technician

Shannon Holmes

RE: Letter Agreement for Livingston Water Reclamation Facility On Call Services

July 28, 2020 | P05613-2019-001

Page 3 of 3



SIGNATURES: _____

Advanced Engineering and Environmental Services Inc

By: Brian J. Viall
Brian J. Viall, PE

Title: Operations Manager

City of Livingston, Montana

Accepted: (Date) 28 Oct 2020

By: Michael J Kardoes

Name: (Print) Michael J Kardoes

Title: City Manager

This is EXHIBIT A, consisting of 2 pages, referred to in and part of the Agreement between CLIENT and AE2S dated July 28, 2020.

Standard Terms and Conditions

The Agreement is supplemented to include the following terms and conditions:

1. **Standard of Care**
 - a. The standard of care for all professional services performed or furnished by AE2S under this Agreement will be the care and skill ordinarily used by members of AE2S's profession practicing under similar circumstances at the same time and in the same locality. AE2S makes no warranties, express or implied, under this Agreement or otherwise, in connection with AE2S's services.
 - b. CLIENT shall be responsible for, and AE2S may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to AE2S pursuant to this Agreement. AE2S may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
2. **Payments to AE2S**

Invoices will be prepared in accordance with AE2S's standard invoicing practices and will be submitted to CLIENT by AE2S monthly, unless otherwise agreed. Invoices are due and payable within 30 days. If CLIENT fails to make any payment due AE2S for services and expenses within 30 days, the amounts due AE2S will be increased at the rate of 1.75% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, AE2S may, after giving seven days written notice to CLIENT, suspend services under this Agreement until AE2S has been paid in full all amounts due for services, expenses, and other related charges. All payments shall be made in United States Dollars.
3. **Insurance**

AE2S will maintain insurance coverage for Workers' Compensation, Professional Liability, General Liability, and Automobile Liability and will provide certificates of insurance to CLIENT upon request.
4. **Indemnification and Allocation of Risk**
 - a. To the fullest extent permitted by law, AE2S shall indemnify and hold harmless CLIENT and CLIENT's officers, directors, members, and employees from any and all costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of AE2S or AE2S's officers, directors, members, partners, employees, or Consultants. The parties expressly agree that AE2S or AE2S's officers, directors, members, partners, or employees have no duty to defend CLIENT and CLIENT's officers, directors, members, and employees against any claims, causes of action, demands, lawsuits, or proceedings of any kind.
 - b. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless AE2S, AE2S's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and consultants with respect to this Agreement.
 - c. In addition to the indemnity provided under paragraph 4.b. of this Exhibit, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless AE2S and AE2S's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph 4 c. shall obligate CLIENT to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.
 - d. To the fullest extent permitted by law, AE2S's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of AE2S and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that AE2S's negligence bears to the total negligence of CLIENT, AE2S, and all other negligent entities and individuals.
5. **Exclusion of Special, Incidental, Indirect, and Consequential Damages**

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, AE2S and AE2S's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not be liable to CLIENT or anyone claiming by, through, or under CLIENT for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Assignment or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranties, express or implied, of AE2S or AE2S's officers, directors, partners, employees, agents, or AE2S's Consultants, or any of them.
6. **Limit of Liability**

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of AE2S and AE2S's officers, directors, partners, employees, agents, and AE2S's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of AE2S or AE2S's officers, directors, partners, employees, agents, or AE2S's Consultants, or any of them, shall not exceed total compensation received by AE2S as part of this agreement.
7. **Termination of Contract**

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay to AE2S all amounts owing to AE2S under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
8. **Access**

CLIENT shall arrange for safe access to and make all provisions for AE2S and AE2S's Consultants to enter upon public and private property as required for AE2S to perform services under this Agreement.
9. **Hazardous Environmental Conditions**

It is acknowledged by both parties that AE2S's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event AE2S or any other party encounters a Hazardous Environmental Condition, AE2S may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. CLIENT acknowledges that AE2S is performing professional services for CLIENT and that AE2S is not and shall not be required to become an "arranger,"

"operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with AE2S's activities under this Agreement.

10. Patents
AE2S shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.
11. Ownership and Reuse of Documents
All documents prepared or furnished by AE2S pursuant to this Agreement are instruments of service, and AE2S shall retain an ownership and property interest therein. Reuse of any such documents by CLIENT shall be at CLIENT's sole risk; and CLIENT agrees to indemnify, and hold AE2S harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CLIENT or by others acting through CLIENT.
12. Use of Electronic Media
 - a. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the AE2S. Files in electronic media format of text, data, graphics, or of other types that are furnished by AE2S to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
 - b. When transferring documents in electronic media format, AE2S makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by AE2S at the beginning of this Assignment.
 - c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
 - d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. AE2S shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
13. Contractors
AE2S shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall AE2S have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. AE2S neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between CLIENT and such contractor. AE2S shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except AE2S's own employees) at a project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by AE2S.
14. Force Majeure
AE2S shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond AE2S's reasonable control.
15. No Third Party Beneficiaries
All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and AE2S and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or AE2S. AE2S's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against AE2S because of this Agreement or the performance or nonperformance of services hereunder.
16. Assignment
Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
17. Binding Effect
This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
18. Severability and Waiver of Provisions
Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and AE2S, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
19. Survival
All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
20. Headings
The headings used in this Agreement are for general reference only and do not have special significance.
21. Controlling Law
This Agreement is to be governed by the law of the State of Montana without regard to its conflicts of laws principles.
22. Notices
Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
23. Executed in Counterparts
This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by facsimile or electronic mail shall have the same force and effect as delivery of original signature and that each Party may use such facsimile or electronic mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.

This is EXHIBIT B, consisting of 2 pages, referred to in and part of the Agreement between CLIENT and AE2S dated July 28, 2020.

Hourly Fee and Expense Schedule

Reimbursable Expenses and Standard Hourly rates in effect on the date of the Agreement are set forth below. Rates are subject to annual adjustment effective January 1.

Labor Rates*

Administrative I	\$60.00
Administrative II	\$73.00
Engineering Assistant I	\$72.00
Engineering Assistant 2	\$92.00
Engineer I	\$115.00
Engineer II	\$139.00
Engineer III	\$165.00
Engineer IV	\$187.00
Engineer V	\$199.00
Engineer VI	\$221.00
Engineering Technician I	\$71.00
Engineering Technician II	\$90.00
Engineering Technician III	\$107.00
Engineering Technician IV	\$125.00
I&C Assistant	\$86.00
I&C Technician I	\$105.00
I&C Technician II	\$118.00
I&C Technician III	\$133.00
I&C Technician IV	\$144.00
I&C Technician V	\$157.00
I&C Specialist	\$171.00
I&C Senior Specialist	\$181.00
I&C Manager	\$190.00
Operations Specialist I	\$86.00
Operations Specialist II	\$104.00
Operations Specialist III	\$131.00
Operations Specialist IV	\$148.00
Operations Specialist V	\$172.00

Reimbursable Expense Rates

Transportation	\$0.65/mile
Outside Services**	cost *1.15
Out of Pocket Expenses***	cost*1.15
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

** Includes laboratory testing, architectural and engineering consultants, surveying, etc.

*** Includes toll telephone, shipping, postage, subsistence, technical literature, equipment rental, etc.

These rates are subject to adjustment on July 1, 2022.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: May 25, 2022.

Background Data

Effective Date of Owner-Engineer Agreement: October 10, 2020

Owner: City of Livingston

Engineer: Advanced Engineering and Environmental Services, LLC

Project: Livingston Water Reclamation Facility On Call Services (P05613-2019-001)

Nature of Amendment:

X Contract extension.

Description of Modifications:

Engineer and Owner agree to increase the contract length by 2 years as the current agreement expires July 28th 2022.

Agreement Summary:

Contract # 1 dated 10/20/2020 expires: July 28th, 2022
This Amendment expires: July 28th, 2024

Change in time for services: Unlimited

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A. Exhibit B will be updated July 1, 2022, to Exhibit B of this Amendment.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____

By: _____

Print
name: _____

Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

This is EXHIBIT B, consisting of 1 page, referred to in and part of the Agreement between CLIENT and AE2S dated May 18th, 2022.

Hourly Fee and Expense Schedule

Reimbursable Expenses and Standard Hourly rates in effect on the date of the Agreement are set forth below. Rates are subject to annual adjustment effective January 1.

Labor Rates*

Administrative 1	\$61.00
Administrative 2	\$74.00
Administrative 3	\$89.00
Engineering Assistant 1	\$77.00
Engineering Assistant 2	\$92.00
Engineering Assistant 3	\$116.00
Engineer 1	\$125.00
Engineer 2	\$148.00
Engineer 3	\$177.00
Engineer 4	\$203.00
Engineer 5	\$215.00
Engineering Technician 1	\$75.00
Engineering Technician 2	\$96.00
Engineering Technician 3	\$117.00
Engineering Technician 4	\$131.00
Engineering Technician 5	\$149.00
I&C Assistant	\$98.00
I&C 1	\$138.00
I&C 2	\$160.00
I&C 3	\$183.00
I&C 4	\$194.00
I&C 5	\$203.00
IT 1	\$117.00
IT 2	\$159.00
IT 3	\$190.00
Operations Specialist 1	\$93.00
Operations Specialist 2	\$113.00
Operations Specialist 3	\$140.00
Operations Specialist 4	\$158.00
Operations Specialist 5	\$184.00
Sr. Project Manager 1	\$235.00
Sr. Project Manager 2	\$254.00
Sr. Project Manager 3	\$265.00
Technical Expert 1	\$320.00
Technical Expert 2	Negotiable

Reimbursable Expense Rates

Transportation	\$0.65/mile
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Outside Services	cost *1.15
Out of Pocket Expenses	cost*1.15
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

** Includes laboratory testing, architectural and engineering consultants, surveying, etc.

** Includes toll telephone, shipping, postage, subsistence, technical literature, equipment rental, etc.

These rates are subject to adjustment each year on January 1.

File Attachments for Item:

A. DISCUSS/APPROVE/DENY: RECOMMENDATIONS FROM THE APRPA BUCKET A VISIONING COMMITTEE.

For the August 9, 2022 Livingston City Commission Meeting

Madam Chair and members of the Commission-

On behalf of the ARPA Ad Hoc Committee, I'm pleased to provide you the following report and recommendations related to the disbursement of city-held ARPA funds.

Background

City Resolution 5027 established the ad hoc committee which requested a report within 90 days that made recommendations to the Commission on the following topics as it relates to the use of ARPA Funds:

- A list of recommended areas or "buckets" for funds disbursement;
- A ranked priority for the recommended "buckets"
- A recommended approximate percentage of ARPA funds that should be reserved for each "bucket"; and,
- Any additional recommendations to the City Commission.

The city appointed the following members to the committee:

- Tim Stevens
- Caron Cooper
- Warren Maybe
- Commissioner Quentin Schwartz

At our first meeting on July 6, Tim Stevens was subsequently appointed Chair of the committee. We have been fortunate to have Lisa Lowy and Faith Kinnick participating in and advising the committee as well. The committee has met a grand total of two times and we are pleased to have been an efficient group so we therefore are providing the commission with our recommendations well short of the 90 day window. For your consideration, following are our responses to the queries you laid out for this committee to answer:

A) A list of recommended areas or "buckets" for funds disbursement.

According to guidance from the US Department of Treasury, ARPA funds may be used in the following areas:

- **Replace lost public sector revenue**, using this funding to provide government services up to the amount of revenue lost due to the pandemic
- **Respond to the far-reaching public health and negative economic impacts of the pandemic**, by supporting the health of communities, and helping households, small businesses, impacted industries, nonprofits, and the public sector recover from economic impacts
- **Provide premium pay for essential workers**, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet

Committee Recommendations:

As to the ‘replace lost public sector revenue’, Ms. Lowy explained that the city has already used ARPA funding to recover this lost revenue so we therefore recommend removing this area from further disbursement recommendations.

As to the ‘premium pay for essential workers’, we also understand that the city has used a portion of funds to provide premium pay for a segment of essential city workers. In addition, we believe that the optimal timing and impact for which an expanded use of the premium pay opportunity has now passed and we therefore do not have any further recommendations for this funding opportunity.

Regarding the water and sewer investment opportunity, we understand that the city has identified the possible use of ‘around’ \$400,000 that would be a fit in this category and the committee recommends the city pursue use of up to that amount for this purpose.

Lastly, regarding the response ‘...to the far-reaching public health and negative economic impacts of the pandemic...’, this is indeed a broad category of potential uses of ARPA funding—too broad and unwieldy to manage and too broad to be able to judge fairly between deserving small businesses and impacted industries. Also, with that wide of an aperture, would result in too large a pool of requests for the remaining resources the city has to make much of a difference thru any one request. We recommend the city strategically narrow the focus of this funding area to supporting the nonprofit community. The nonprofits have been—and will continue to be—on the front lines of helping those impacted by covid and one check to a nonprofit helps many people in need. This simplifies the process and helps the city avoid the predictable headaches associated with the broader suite of eligible recipients under this category.

B) A Ranked Priority list of Recommended ‘Buckets’

Per above, we hope we have simplified this process by recommending funding in two areas:

- 1) The ‘water and sewer’ needs that the city has identified which qualify for ARPA funding, up to \$400,000.
- 2) The balance of the funds should be used to for the response ‘...to the far reaching public health and negative economic impacts of the pandemic..’ and limited to support for the nonprofit community, including reimbursements for expenses incurred and funding to sustain work and programs that are/were directly or indirectly impacted by covid.

We don’t believe there’s a need to rank these recommendations, given the fact that the city has the ARPA resources to do both.

C) A recommended approximate percentage of ARPA funds that should be reserved for each "bucket"

It is our understanding that the city has approximately \$XXXX in remaining ARPA funds. Therefore, a \$400,000 water/sewer investment would represent X% of remaining funds and we recommend allocating the remaining X% to supporting nonprofit organizations.

D) Any additional recommendations to the City Commission

We recommend a 2-part approach to implementing the nonprofit funding component:

- 1) Immediately issue grants in the full requested amount to four organizations that have already made a formal request for funds. This would include:
 - a. \$10,000 to Aspen;
 - b. \$25,000 to the Park County Community Foundation;
 - c. \$30,000 to LivWell49 (through their fiscal sponsor Livingston Healthcare
 - d. \$102,000 to the Livingston Food Resource Center.

The only other nonprofit that's made a formal request is the Livingston Depot but it did not provide the necessary detail so we suggest you encourage them to apply through the round 2 RFP process. If the city were to issue all of the four recommended grants, it would be a total of \$167,000.

2) Issue an RFP (or whatever process works for the city) inviting Livingston nonprofits to apply for ARPA funds, giving them up to 30 days to apply. We believe that Park County has a simple yet effective form that the city could essentially copy with a few word changes (we would be pleased to provide the Commission a draft for consideration upon request). It's effective in that the form itself is not overly burdensome for organizations already stretched for time and resources yet it's targeted in that it provides the list of ARPA qualifying expenses which will help filter out groups that might not actually qualify for funding.

3) We suggest the city formally request an opinion from the city attorney or the MT League of Cities and Towns (or some other authoritative ally) for an opinion as to if a portion of remaining ARPA funds could be applied to some form of flood relief, and if so, what would be acceptable.

Lastly, While City Resolution 5027 stipulates the termination of this ad hoc committee upon completion of this report, we offer our services in the future to assist the commission in determining the dispensation of remaining ARPA funds.

Thanks for the opportunity to be part of this process,

The ARPA Visioning Committee

Lisa Lowy

From: Heidi Barrett <heidi@aspenmt.org>
Sent: Monday, December 13, 2021 11:08 AM
To: City Commission
Cc: Lisa Lowy; Michael Kardoes
Subject: ASPEN request for ARPA funding from City
Attachments: ARPA ASPEN request for Funds 21.pdf; Dale Johnson 3-19-2021.pdf; Park Co. Sherriff Support Letter 21.pdf

Dear Commissioners,

Please accept the attached proposal for ARPA funds from the City of Livingston.

I attach a letter of support from Brad Bichler of the County. I also attach a copy of an email exchange with Dale Johnson, Chief of Police. He is aware this is attached and he was happy to show how the LPD relies on ASPEN.

I will be requesting funding from the County at this week's meeting.

Thank you for your consideration. Please let me know if you would like more information.

Heidi Barrett

--

Heidi Barrett (She/Her)

Executive Director

ASPEN

PO Box 653

Livingston, MT 59047



Abuse Support & Prevention
Education Network

PO BOX 653 * Livingston, MT 59047 * www.aspenmt.org

ASPEN request for ARPA Funds from City of Livingston

Organization Name: ASPEN

Organization Contact Name: Heidi Barrett, Executive Director

Contact Email/Phone Number: heidi@aspenmt.org 406-222-5902, ext 2

*The City of Livingston formally provided funding for ASPEN’s Safe House program from 2008 until June of 2017. The total per year was \$7,500 in 2017, the last year ASPEN received City funds. I provide this information as background for commissioners who may not have that institutional knowledge.

Project Description (500 words or less):

ASPEN is requesting funds from the County ARPA to pay its Support Line Advocates who answer the 24-Hour Crisis Line for ASPEN and to pay its Weekend Advocate who answers the support line from Friday afternoon until Monday morning.

The pandemic has compounded issues for those in traumatic situations. ASPEN staff have noted an increase in anxiety, depression, suicide ideation and a lack of physical resources, such as adequate food, clothing, shelter and transportation.

The 24-Hour Crisis Line is critical for those in danger because it allows immediate access to assistance; whether that means arranging for the client to be picked up (within ASPEN’s service area) or arranging for a couple of nights in a hotel until the client can get to ASPEN’s safe house or to another safe location. The Crisis Line is answered during the week by ASPEN’s full-time staff and during the evenings and holidays by our volunteer crisis line advocates. On weekends beginning at 4:30 pm on Fridays and continuing until 8:30 am on Mondays ASPEN’s trauma-informed staff answers the calls and is able to make arrangements for safety planning with the clients.

Verizon One Talk allows ASPEN to upload an app to our advocates’ cell phones so the crisis line number is associated with the phone. The One Talk app also allows advocates to answer the crisis line remotely—from Big Timber, Gardiner or the Valley, as examples.

ASPEN answered 877 crisis calls from July 1 – June 30, 2021 and has answered just over 300 calls since July 1, 2021.

Project Location:

Park County and City of Livingston, MT

Proposed Project Costs (attach a detailed breakdown and/or cost quotes if possible):

Budget for Crisis Line Advocates:

Wages for 52 weeks:	\$ 6,570.00
Payroll taxes:	\$ 588.64
Wages for Weekend Advocate/year:	\$10,400.00
Payroll taxes:	\$ 983.20

Verizon One Talk cellphone app for advocates \$369.28/month: \$4,431.36

TOTAL per year: *\$22,973.20/year

*Crisis Line Advocates donate over 4,000 hours of time to covering the 24-hour crisis line, @ \$12/hour = \$48,000 of donated time (not reflected in project costs).

City of Livingston, Requested Amount of City ARPA Funds:

\$5,000 per year for two years requested from the City of Livingston.

Requested Amount of Park County ARPA Funds:

\$17,973.20 per year for two years requested from Park County.

Project Category/Sub-Category Code

24-Hour Crisis Line support for ASPEN code 2.10

Public Health Services code 1.12

Project Benefits for City of Livingston and Park County, Montana (500 words or less):

This is an essential direct support service not only for victims of domestic and sexual violence and human trafficking, but for the community at large. Because ASPEN’s support line advocates take these emergency calls, it frees up the dispatcher and both Livingston Police Officers and Park County Sheriff Deputies. ASPEN staff have also been called onsite to provide support for traumatic situations (examples from this past year include ASPEN staff being called on site for a suicide and ASPEN staff dealing with a mental health crisis on a city street). ASPEN staff are trained in trauma-informed practices and can relieve officers and deputies to handle other emergencies.

(Park County Sheriff Letter of Support attached).

Dale Johnson

Mar 3, 2021, 5:42 PM

Kelly,

I wanted to reach out and thank for your response Monday morning. My officers and I appreciate knowing that during traumatic events there are individuals, such as yourself, who we are able to reach out to for assistance. While officers deal with traumatic events and trauma victims routinely, it can be difficult for us to separate the law enforcement person in us, who is responsible for maintaining the scene and looking at these situations from a different perspective, to the empathizing individual who can comfort a grieving victim. We appreciate knowing you and your organization are there help fill the gaps and offer those services.

I know ASPEN has offered to respond to emergency situations and to help with victims in the past, but since this situation was not a domestic violence or sexual assault situation, I hope we did not over-step in our request to ASPEN. If this type of a situation falls outside your area of expertise and comfort, please let me know.

Thank you again for your quick response and professionalism during a very difficult time,

Dale Johnson
Chief of Police, Livingston Police Dept.
414 East Callender Street
Livingston, Montana 59047
406-222-2050
djohnson@livingstonmontana.org

Hi Dale,

Thanks so much for your email. I appreciate it.

I am grateful that ASPEN was asked to help, and it was my honor to be there. We understand that officers are usually expected to wear multiple hats, and there are times when you simply can't wear them all at once. I appreciate the difficulty that everyone faced on Monday. Even though the circumstances didn't seem to fall under our usual purview, the needs of any person exposed to violence and trauma are much the same and my training was certainly relevant.

ASPEN staff would like for you to know that we are happy to be called any time you need, and would be enthusiastically willing to be part of a team of non-LE crisis-intervention trained professionals available to assist with crises. Our staff is eager to be part of any solution that supports the work you and your officers do, and are available to take practical action.

Thanks Dale,

Kelly

Safe House Manager, ASPEN

Dale Johnson

Mar 3, 2021, 5:42 PM

Kelly,

I wanted to reach out and thank for your response Monday morning. My officers and I appreciate knowing that during traumatic events there are individuals, such as yourself, who we are able to reach out to for assistance. While officers deal with traumatic events and trauma victims routinely, it can be difficult for us to separate the law enforcement person in us, who is responsible for maintaining the scene and looking at these situations from a different perspective, to the empathizing individual who can comfort a grieving victim. We appreciate knowing you and your organization are there help fill the gaps and offer those services.

I know ASPEN has offered to respond to emergency situations and to help with victims in the past, but since this situation was not a domestic violence or sexual assault situation, I hope we did not over-step in our request to ASPEN. If this type of a situation falls outside your area of expertise and comfort, please let me know.

Thank you again for your quick response and professionalism during a very difficult time,

Dale Johnson
Chief of Police, Livingston Police Dept.
414 East Callender Street
Livingston, Montana 59047
406-222-2050
djohnson@livingstonmontana.org

Hi Dale,

Thanks so much for your email. I appreciate it.

I am grateful that ASPEN was asked to help, and it was my honor to be there. We understand that officers are usually expected to wear multiple hats, and there are times when you simply can't wear them all at once. I appreciate the difficulty that everyone faced on Monday. Even though the circumstances didn't seem to fall under our usual purview, the needs of any person exposed to violence and trauma are much the same and my training was certainly relevant.

ASPEN staff would like for you to know that we are happy to be called any time you need, and would be enthusiastically willing to be part of a team of non-LE crisis-intervention trained professionals available to assist with crises. Our staff is eager to be part of any solution that supports the work you and your officers do, and are available to take practical action.

Thanks Dale,

Kelly

Safe House Manager, ASPEN



**OFFICE OF THE SHERIFF
PARK COUNTY, MONTANA**

WITH COURAGE, HONOR AND INTEGRITY, WE PROTECT THE RIGHTS OF ALL CITIZENS

**SHERIFF BRAD BICHLER
CLAY HERBST - UNDERSHERIFF**

November 17, 2021

Heidi Barrett
ASPEN
P.O. Box 653
Livingston, MT 59047

Re: Support for ASPEN

To Whom It May Concern:

The Sheriff's Office of Park County works very closely with ASPEN. ASPEN provides direct services to victims of domestic or sexual violence. When the Sheriff's Office encounters a victim, our deputies are able to provide the victim with contact information and service descriptions provided by ASPEN and we encourage the victim to make the call to ASPEN, regardless of the hour of day or night. ASPEN staff are compassionate, professional and in a position to counsel and guide the victim to the most beneficial services in our community. Without ASPEN, the Sheriff's Office would need to find a way to provide resources. The services of ASPEN are needed and are beneficial to our community.

I highly recommend the continued support and funding for ASPEN in Park County, Montana.

If I can be further assistance, please do not hesitate to contact me at 406-222-4172.

Respectfully Yours,

Sheriff Brad Bichler

PARK COUNTY SHERIFF'S OFFICE
414 East Callender Street
P.O. Box 443
Livingston, MT 59047

BUSINESS/CIVIL (406) 222-4172
NON-EMERGENCY (406) 222-2050
FAX (406) 222-4175

Lisa Lowy

From: Gavin Clark <gavin.clark@pccf-montana.org>
Sent: Monday, July 18, 2022 1:40 PM
To: Lisa Lowy
Subject: Re: Give a Hoot and ARPA

Discussed -
\$ 25,000

Thanks, Lisa.

Yes, we will want to apply for the 2023 GIVE A HOOT. I would be happy to apply as soon as you are accepting applications. Just let me know. Thank you!

On a side note, I send you a text message a couple weeks ago, but I now see I sent it to your office number, not cell. I was just checking in to see how you are doing. It has been a wild couple of months and I just wanted to say that I appreciate you. Please let me know if you have time to grab a coffee or just check-in.

Thanks,

Gavin

--
Gavin Clark, Executive Director
Park County Community Foundation
104 S. Main St.
PO Box 2199
Livingston, MT 59047
Office: (406) 224-3920 // mobile: (406) 599-5281
Gavin.Clark@PCCF-Montana.org
www.PCCF-Montana.org

From: Lisa Lowy <llowy@livingstonmontana.org>
Sent: Monday, July 18, 2022 1:30 PM
To: Gavin Clark <gavin.clark@pccf-montana.org>
Subject: Give a Hoot and ARPA

Hi Gavin,

Our ARPA Bucket A committee has formed and begun its work. I know you are in the throws of the campaign for this year – do you want us to still consider a gift for next year?

Thanks and Happy Birthday!

Lisa

Lisa L. Lowy, MHA, SHRM-CP

Interim City Manager

Administrative Services and HR Director

City of Livingston

406-823-9870

Lisa Lowy

From: Jessica Wilcox
Sent: Thursday, February 10, 2022 9:14 AM
To: Michael Kardoes
Subject: RE: Funding Request

Mike,
Thank you so much for your response, I would be happy to put together the additional information you are looking for. Do you think it would be possible to schedule a short presentation to the Commission regarding the questions below? I'm happy to put a document together and could also provide a short presentation to the Commission, allowing for some context and to answer any questions. Let me know your thoughts and I will get the additional information to you shortly. Thanks again for your thoughtful response.
Jessie

From: Michael Kardoes <mkardoes@livingstonmontana.org>
Sent: Wednesday, February 9, 2022 5:21 PM
To: Jessica Wilcox <jessica.wilcox@livhc.org>
Subject: Funding Request

****External Email**:** Use Caution Before Opening any Links or Attachments

Hey Jessie,

I received your funding request for LiveWell49 and it looks like it will most likely be put into the ARPA request process queue. In that light I think there is some information that you can provide that will help you be as competitive as possible and more convincing to the City Commission. I would recommend providing the following information:

- What is LiveWell49? (organizational structure, tax status, fiduciary, management structure) A background into who you are and how you fit in the Community will help give them context.
- Who would manage the funds provided? (Executive Committee, Steering Committee, Facilitator, etc.)
- What was the request to AMBWest that now requires a match? (funding amount, purpose of the grant, etc.)
- Who will be accomplishing the GAP analysis?
- How will the GAP analysis be used after completion?
- How does this project align with the City Strategic Plan and other guiding documents?

program support
30K
LW49



February 17, 2022

Dear Michael Kardoes,

We would like to thank you again for your thoughtful response to our inquiry about funding LiveWell49. Please see the below information in response to the questions you posed in our email exchange.

1. What is LiveWell49? (Organizational structure, tax status, fiduciary, management structure) A background into who you are and how you fit in the Community will help give them context.

- a. LiveWell49 was originally funded by a grant from PCCF for \$20,000 in the spring of 2017. The request came from a group of community leaders who were passionate about making our County a healthier place to live. As of today, LiveWell49 (LW49) is a Coalition made up of over 190 individuals, representing over 60 organizations, whose mission is to enhance and improve the culture of health and wellbeing in Park County through creative community solutions and effective outreach. The overarching goal of the LW49 Coalition is to create county-wide expectations to advance health and wellness opportunities to community members through effective and thoughtful collaboration of key stakeholders. Currently, the LW49 Coalition boasts members from various non-profits, public and private businesses, schools, health care organizations, City/County government, and individuals spanning the entire spectrum of Park County communities.
- b. In January of 2019, after strategic planning event for Suicide Prevention and Trauma Informed Practice Collective Impact work, LiveWell49 partners agreed to create the LiveWell49ResilienceProject which specifically focuses on promoting mental health, suicide prevention and resilience building in Park County. This group is advised and led its own steering committee and meets separately from the broader coalition monthly.
- c. As of July 1, 2021, Livingston HealthCare (LHC) has agreed to act as fiscal sponsor for the LiveWell49 Coalition. Livingston HealthCare has agreed to create a new department and cost center for LiveWell49. Jessica Wilcox is the Community Health Coordinator at Livingston HealthCare, and facilitator of LW49 since inception. Livingston HealthCare appreciates this relationship, with the Coalition acting as the population health initiative for LHC's health care system. Livingston HealthCare will provide LW49 with support to cover administrative overhead expenses (CEO, CFO, accounting, HR, IT support). It is the expectation that LW49 will seek funding from outside of Livingston HealthCare via grants or through other fundraising efforts, to support the work of

the coalition which includes staff salaries, programming, marketing, and other special projects.

- d. Since its inception, the LW49 boasts several accomplishments:
- i. Created the [livewell49.org](https://www.livewell49.org) website with the intention of sharing resources, the work of the coalition and hosting a community events calendar for health and wellness activities.
 - ii. Completed a collaborative Community Health Improvement Plan for 2018. <https://www.livewell49.org/impact-reports>
 - iii. Provided training on behavioral health, socio-emotional learning, screen time in youth, ACEs and Trauma Informed Care and Suicide Prevention-Identify and Assist Trainings for the community.
 - iv. Promoted physical activity by sponsoring community runs. For example, partnered with Thrive in Bozeman as well as LHC to offer Girls on the Run, a youth empowerment and running club for 3rd, 4th and 5th grade girls.
 - v. Established the LiveWell49ResilienceProject focused on suicide prevention and resilience building in Park County. <https://www.livewell49.org/livewell49-resilience-project>
 - vi. Partnered with West Creek Ranch, AMB West, and Child Trends to present updates on the work of the LW49Resilience Project to a group of stakeholders (October 2019). <https://www.livewell49.org/impact>
 - vii. Partnered with Child Trends and AMB West to create the Youth Resilience Resource Map (<https://www.livewell49.org/youth-resilience-resource-map>).
 - viii. Created marketing tools to promote LW49 Coalition mental health resources. Stickers were mailed to all City of Livingston residents through an insert in the City of Livingston utility bill and coasters were distributed to local restaurants and bars from Wilsall to Cooke City in March/April 2020 and again in December 2021.
 - ix. Responded to urgent community needs by creating a “Resources and Resilience” link to the LW49 website to provide local and national resources during the Global Pandemic and in 2021 create multiple resource pages for physical and mental health promotion.
 - x. Partnered with Greater Gallatin United Way to bring “Man Therapy” to Park County in 2020 and collaborating with them on the creation of a new awareness campaign for 2022.
 - xi. Hosted monthly LW49 Coalition meetings focused on the four pillars of LiveWell49, to learn more about these pillars please visit <https://www.livewell49.org/pillars>. Monthly LW49ResilienceProject meeting which focus on suicide prevention and resilience building in Park County <https://www.livewell49.org/livewell49-resilience-project>.
- e. The LiveWell49 Coalition is guided by an executive committee which includes:
- i. Lynne Scalia, Superintendent, Livingston School District
 - ii. John Gregory, Learning Partners Director, Community Health Partners

- iii. Michael McCormick, former Executive Director, LFRC
- iv. Deb Anczak, Chief Executive Office, Livingston HealthCare
- v. Julie Anderson, Implementation Director, RBHI
- vi. Todd Wester, Deputy Superintendent, Livingston Public Schools
- vii. Denis Prager, PhD and former board chair of Livingston HealthCare
- viii. Tawnya Rupe, Senior Program Director, AMB West Philanthropies

ix. In 2021, LiveWell49 hired its first 1.0 FTE employee Hannah Larson, who serves at the LW49 Program Assistant and Community Health Assistant for Livingston HealthCare. Hannah's position was 100% funded by AMB West Philanthropies and Jessie's salary was funded at 50% for FY22.

- f. The heart and soul of the LW49 Coalition lies with the idea that to solve complex problems, doing it together is more successful than if a single organization/nonprofit were to approach the same problem(s) on their own. LiveWell49 has been doing the work of networking, collaborating, connecting, and creating efficiencies across multiple sectors and partners in Park County since its inception in 2017. LW49 acts as the humble servant, bringing leaders, stakeholders, and the doers of the community together, every month, for over four years, providing the space for building relationships and generating the awareness of all the resources, gaps, needs and solutions to Park County's most pressing health needs

2. Who would manage the funds provided? (Executive Committee, Steering Committee, Facilitator, etc.)

- a. Jessica Wilcox seeks recommendations on how LW49 funds are obtain and spent from Livingston HealthCare and the Executive Committee however, management of the funds are Jessica's responsibility.

3. What was the request to AMB West that now requires a match? (Funding amount, purpose of the grant, etc.)

- a. In 2021, LiveWell49 was awarded a three-year tiered grant of \$143,000 from AMB West. These funds were allocated for the purpose of covering the salaries for the LW49 Facilitator, Jessie Wilcox, and the Program Assistant, Hannah Larson. For FY23 AMB West has required a \$33,00 1:1 match and \$20,000 1:1 match for FY24. All funds would be allocated towards funding Hannah's position. AMB West recognized the value the LiveWell49Coalition, and LiveWell49Resilience Project has within the community. LW49 is facilitated, and oversight is provided by leaders within the community who all have full time jobs with many responsibilities. AMB West funded the added capacity needed to see LiveWell49 increase its ability to build its infrastructure and provide the backbone support needed to move the collective impact work of the community forward.

4. Who will be accomplishing the GAP analysis?

- a. The GAP analysis will be facilitated by the staff of LiveWell49, Jessie Wilcox and Hannah Larson, in partnership with local community organizations and stakeholders. A subcommittee of the LiveWell49Resilience Project has been established to guide the project. Committee members:
 - i. Jenny Malloy, Park Country Rural Schools Special Education Director,
 - ii. Kurt Michael, Ph.D. Licensed Psychologist, The JED Foundation and Stanley R. Aeschleman Distinguished Professor of Psychology, Appalachian State University
 - iii. Emily Kemp, Park County Youth Engagement Coordinator -grant funded and employed by the Jed Foundation
 - iv. Todd Wester Deputy Superintendent, Livingston Public Schools.
 - v. Janet Lindow, Executive Director, Rural Behavioral Health Institute
 - vi. Ellie Martin LCSW, Greater Gallatin United Way and Route Finder Consulting
- b. Additionally, Mary Windecker, chair of the Behavioral Health Alliance of Montana has offered her expertise and assistance with this project.

5. How will the GAP analysis be used after completion?

- a. The gap analysis will provide key insights that will be crucial in informing and aligning partners on future programming and shared metrics. Once completed, the gap analysis will aid community partners in 1) building a county-wide framework for evaluating current and future mental health support programs, 2) inform the development of interventions for identified gaps and 3) inform the strategic direction for LiveWell49ResilienceProject for the next 5 years.
- b. This information will guide strategic planning for projects spanning LW49 initiatives for promoting mental health and suicide prevention across the County. LW49 would like to expand on the population served to include mental health support for young children, adults, and older adults.
 - i. LiveWell49 will continue to facilitate the collaboration and communication between agencies involved in youth mental health support to aid in the management of commitments and ensure that partners continue to work collectively.

6. How does this project align with the City Strategic Plan and other guiding documents?

- a. LiveWell49 Coalition monthly meeting agenda consistently hosts updates from the City Recreation Department, City Parks and Trails Committee and the Active Transportation Coalition. City Recreation services and programs are also listed under our Maximize Access to Movement Pillar <https://www.livewell49.org/movement> . Meeting minutes are disseminated monthly to our email list of 193 members and are archived on our website as well. LW49 developed and launched a new website in November 2021. The updated website has seen a +100% increase in page views compared to the previous year and has consistently seen over 200 site visits per month, with over 1,800 different page views since its launch.

- i. Lisa Lowy Administrative Services and HR Director for the City of Livingston is also a member of the Executive Committee and has been involved in the LW49 Coalition for several years.
- b. LiveWell49 Aligns with the City of Livingston 2019 -2024 Organizational Strategic Plan in several ways:
 - i. Infrastructure Goal # 3: Strategy 3.7. Wellness Center/Pool
 - 1. The Gap Analysis and Data Collection Review may assist in the justification and need for establishing this Community Wellness Center both for residents within the City and County.
 - ii. City’s Organizational Goals #4: Public Engagement/Collaboration: Inform and empower the community through open dialogue, user-friendly access to information, and a welcoming environment.: Strategy 4.1. Coordinate City Outreach
 - 1. LiveWell49 provides the platform for city engagement and outreach for the community. City and County officials are members of our coalition and can significantly increase the capacity and reach of their work through monthly LW49 meetings and LW49 messaging and communications.
 - iii. City’s Organizational Goals #5: Safe and Healthy Community: Foster community resilience by facilitating access to health & wellness resources, enhancing multimodal connectivity, and providing stewardship of our natural environment. Strategy 5.2. Educate & Connect Community: Action: 5.2.4. Develop Community Resilience Strategic Plan
 - 1. LiveWell49 develops community resilience through education by offering a variety of trainings to Park County employees, organizations, and community members aimed at helping them to learn how to identify when someone may be at risk for suicide and refer them to resources. Furthermore, LiveWell49 host a variety of resources on our website that promote opportunities for worksite wellness, access to nutrition, movement and optimized personal health. The in partnership with LW49, the city may find benefit is using the LW49 platform as a resilience building initiative within our community.

7. How does this project fit in with the other mental health initiatives taking place throughout the community?

- a. LiveWell49 will work side by side with existing agencies and provide them with key insights they may use to inform their organizations and the community will be able to evaluate the outcomes of these programs at the systems level. Additionally, LW49 will continue to create a space for these agencies to come together to network, share information and resources.

- b. Both Jessie and Hannah, LW49 staff, are on the Steering Committee for the Drop In Center, organized by the Park County Local Advisory Council for Mental Health.
- c. LW49 Facilitator (Jessie Wilcox) is also the Park County Crisis Response Coalition Coordinator and involved in creating a robust crisis response system in Park County working with Livingston City Police, Park County Sheriff's Office, Detention Center, Drug Treatment Court, City/County Attorneys, Park County Health Department, CHP, LHC, ASPEN, L'esprit, SWCD and Livingston School District.

8. How does this differ from LiveWell49's 2018 Community Health Improvement Plan?

- a. The 2018 CHIP was driven by the desire to bring the community together to understand what the biggest issues were and how the community wanted to respond. This was a partnership with the County Health Department and a much-needed exercise to give metrics and direction to LW49 at that time. The LiveWell49 Youth Mental Health Gap Analysis and Data Review builds upon this data and then takes it a step further, narrowing the focus onto youth mental health (grades 6th-12th) to ensure a specific and meaningful impact. Furthermore, this initiative is addressing one of the urgent needs our community is facing today. In 2021 the Montana Youth Risk Behavior Study found that depression among high school students hit its highest rate in three decades, 41 percent, during the pandemic. This echoes what community leaders brought up as one of their major concerns and what drove the development of this initiative.

9. How does this differ from LiveWell49's 2019 Community Health Needs Assessment?

- a. The 2019 Community Health Needs Assessment was a partnership with Livingston HealthCare, Park County Health Department and Bozeman Health and CHP. This is a needs assessment required for Livingston HealthCare to conduct every three years to meet IRS requirements as a Critical Access Hospital. LiveWell49 Youth Mental Health Supports Gap Analysis and Data Review is a project request that came from community partners who sit on the LiveWell49 Resilience Project Steering Committee as a critical piece of missing information needed to demonstrate the effectiveness of current mental health and suicide prevention programs as well as gaps in programming for these issues, in our County. This steering committee, made up of experts in their respective fields, have been working together since the inception of the LW49 Resilience Project in 2019 and will continue to advise this project.

10. How does this differ from LiveWell49's Youth Resilience Resource Map for Park County?

- a. The Youth Resilience Resource Map helps community members identify programs, organizations and services that contribute to the overall well-being of youth in Park County. This map lists current resources our community offers but does not consider all the programming each of the agency's offer, what data or metrics they collect or where the gaps may exist. With funding for this project,

this map could be expanded to include a real-time mental health metrics dashboard which could inform agencies and community members about the current state of mental health across Park County.



Program Assistant Performance Outcomes

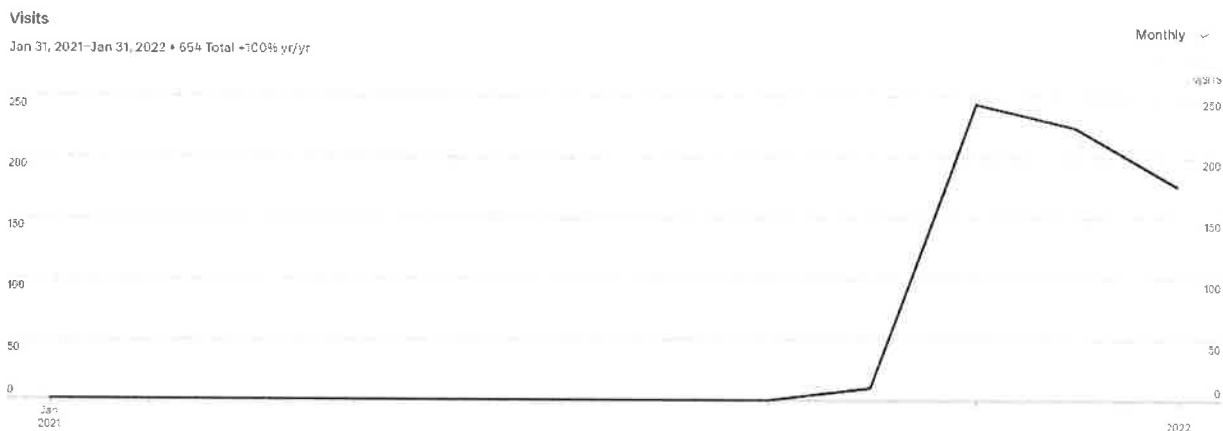
8/2021-2/2022

Messaging and Marketing

The LiveWell49 Program Assistant increased the visibility and reach of this organization in the following ways:

1. Developed and launched a new LW49 website in November 2021. The updated website has seen a +100% increase in page views compared to the previous year and has consistently seen over 200 site visits per month, with over 1,800 different page views since its launch.

Table 1: Visits to LiveWell49 website 1/21-1/22



2. Created a system for collecting, promoting, and updating event information for the LiveWell49 Community Calendar. These events, which promote health and wellness throughout Park County, are consistently promoted through the social media platforms Facebook and Instagram and can reach over 700 unique accounts throughout Livingston, Bozeman, Emigrant and Pray.
3. Facilitated the reconvening of monthly Messaging Committee Meetings, coordinated communications on action items and projects to all members.
4. Collaborated with Greater Gallatin United Way Resilience Project to develop and promote resources specific to trauma’s impact on individuals and communities.
5. Supported LiveWell49 suicide prevention and mental health promotion efforts by creating a training menu which features trainings on a variety of topics for community members, organizations, and businesses.

The LiveWell49 Program Assistant provided administrative assistance to Community Health Coordinator

1. Co-Facilitated monthly LiveWell49 Coalition and LiveWell49ResilienceProject Committee meetings and coordinated communications between members.
2. Performed administrative tasks as needed, such as scheduling meetings, sending invites to attendees, and developing, reviewing and editing content materials related to LW49's education and outreach efforts.
3. Supported Community Health Coordinator in tracking and evaluating data, grant proposal applications and reporting requirements.
4. Maintained knowledge of organizational systems by regularly updating and uploading content to resource libraries, share drives, and other programmatic platforms.

Community Outreach

1. Co-Facilitated LW49 participation in local events including the Livingston Farmers Market, Moose Chase Race, Operation Christmas Cheer, Night Owl Run and more.
2. The Program Assistant served as the Head Coach for the international Girls On The Run program in Livingston. This program served 14 girls, grades 3rd-5th, who met twice a week for 9 weeks. The Program Assistant facilitated 18 lesson plans which emphasized the connection between physical and emotional health, developed and organized a community impact project which made cards and blankets in support of the Stafford Animal Shelter and Facilitated the girl's participation in the Moose Chase Race.
3. Facilitated the orientation of current and new partners to the purposes and activities of LiveWell49, attended community meetings relevant to the goals of the LW49 Coalition.
4. Supported LiveWell49 community suicide prevention efforts by obtaining Mental Health First Aid training certificate in January 2022.
5. In partnership with PCCF, organized, promoted, and distributed the 2021 Holiday Community Giving Guide.
6. Curated selection of resources for children, adults, older adults, and businesses to be featured on the LiveWell49 website.
7. Built relationships within the community to identify resources that are available for the children, adults and businesses of Park County.

LIVINGSTON FOOD RESOURCE CENTER

Project Description:

Background

When covid hit in March 2020, hundreds of Livingston and Park County people lost their jobs and people already living in poverty had to deal with new debilitating challenges. Almost immediately the Livingston Food Resource Center (LFRC) saw a 300% increase in the number of household visits seeking food support. Many who had previously never visited the LFRC were now becoming weekly clients.

Due to the pressures created by the COVID pandemic, it became clear to LFRC staff that many of the people being served were struggling with more issues than just food insufficiency. In addition to the direct impacts of covid, the social isolation and stress associated with the pandemic has had a dramatic impact on mental health and the need for mental health services. People who had not needed social services before began seeking help and support, many for the first time. LFRC's client base is among the most vulnerable and impacted population within our community. Sadly, it is also the same population that can least afford counseling and/or case management services. With the needs of the community skyrocketing and the options for help already stressed and overwhelmed, LFRC decided to address these challenges.

In July 2020 a licensed candidate social worker was hired and the LFRC began providing free family and individual counseling, and other needs assistance. AMB West Philanthropy provided the initial grants to help launch the program.

The program was an immediate success and quickly exceeded initial client projections. The LFRC counselor has seen 103 clients since August 2020, and currently sees 20-25 clients a week. The LFRC Masters of Social Work intern who has been at the organization since September 2021, due to the increasing demand, has seen 9 clients during the two days she is in the office. In addition to providing weekly counseling for couples and individuals ranging in ages from 18-75, many clients need assistance filling out applications for SNAP (food stamps), Medicaid, Disability, Medicaid Waiver listing, housing applications and other services. We partner with HRDC, CHP, LHC, L'esprit, ASPEN, City of Livingston, County of Livingston, and Frontier Assisted Living.

Originally the idea was to offer these services to LFRC clients only, but as the need for behavioral health continued to increase, we began to see clients from Livingston Health Care, Community Health Partners and private practitioners because they could not keep up with demand. We have also had case management referrals and therapy from HRDC and ASPEN. LFRC has continued to offer all clients free services due to the ARPA fund grant from Park County that the LFRC received in November 2021. LFRC tapped into its general operating funds, after exhausting the AMB West funding and prior to the ARPA funding received from the county, in order to continue the services for the community, but knew that was not a sustainable solution.

Statistics

The clientele seeking behavioral health services at the LFRC is made up of predominantly city residents, 22 out of 35, with the remaining 13 clients in the county. Eighteen of those clients

have Medicaid or Medicare for insurance. Seven clients have no insurance due to the high cost. One client has insurance through the VA and seven have private insurance with high deductibles. Thirteen of the 35 clients that are seeking behavioral health services at the LFRC are seeking it for the first time. Clients were asked if they did not receive these free mental health services at the LFRC, where would they go, eight said they would go to CHP if the sliding scale was not too much for them to pay, seven were unsure where they would go, and 20 said they would probably not seek help anywhere else, due to the cost factor. According to the National Alliance on Mental Illness (NAMI), of the 47,000 adults in Montana who did not receive needed mental health care, 48.6% did not because of cost.

Some other statistics about mental health in Montana provided by NAMI as of February 2021:

- 1,545 people in Montana are homeless and 1 in 4 live with a serious mental illness.
- Montanans are over 7x more likely to be forced out-of-network for mental health care than for primary health care — making it more difficult to find care and less affordable due to higher out-of-pocket costs.
- In February 2021, 35.1% of adults in Montana reported symptoms of anxiety or depression. 17.9% were unable to get needed counseling or therapy.
- In Montana, 44,000 adults have a serious mental illness.
- 8.3% of people in the state are uninsured.
- 573,811 people in Montana live in a community that does not have enough mental health professionals.

From the Help Center, Inc. based in Bozeman on the presenting issues in Park County that have come through on the 211 Help line:

- There has been a 52.9 % increase in the need for legal assistance in Park County from 2016-2021
- There has been a 400% increase in sexual abuse and assault in Park County from 2016-2021

In addition to the mental health work that is being done at the LFRC, there is also a socio-emotional assessment tool that is being used for each new client to complete when they come to the LFRC for counseling. This tool provides a current snapshot of where the client is in regards to depression, anxiety, suicidal ideation, and resiliency. According to a study conducted by I.W. Miller called “Suicide Prevention in an Emergency Department Population: The ED-SAFE Study,” eight hospital emergency department found that there were 30 % fewer suicide attempts

for those who were screened for suicide risk and received evidence-based care, compared with patients who were not screened.

Future Plans

As the LFRC looks to the future of this program, we envision a model that is more finely tuned on LFRC clientele and building partnerships with organizations in our community. As the LFRC moves forward with the behavioral health program we look to continue to build partnerships and secure financial assistance from other organizations that use our services such as CHP, LHC, ASPEN and HRDC. Also LFRC is planning to transition to having our case management services--SNAP and Medicaid applications, completed by volunteers or a student intern thus reducing cost and leaving more time for the social workers to see more clients for behavioral health. Lastly, in the future LFRC will return to its original mission of just serving food pantry clients and not the broader community through referrals from other organizations or agencies so costs again can be kept low. The original idea was that food pantry clients are already at the building receiving food, and if they have additional needs, such as mental health or assistance with food stamps our housing, they have it here, no need go anywhere else. Also the clients trust the LFRC. The LFRC can be sustainable in the future in the behavioral health department by seeing clients with Medicare and Medicaid, which most of the food pantry clients have, or are eligible for. Those LFRC clients that have no insurance or have insurance but have high deductibles, may need to be seen by CHP, or a small amount of grant monies will still need to be pursued for that population.

As it currently stands, the LFRC has enough grant funding to support our three day a week social worker position until the end of 2022, and the funding to support our two day a week social worker through May of 2022. It is not possible for the LFRC to pull money from general operations to sustain this need.

The LFRC is requesting \$102,000 for an 18 month time period from the City of Livingston's ARPA funds, starting in July 2022 through December 2023. This will fund the MSW intern who will graduate at the end of May 2022 with her MSW, and will start with a new salary of \$50 an hour verses the \$20 she has been paid as an intern. This person will continue to work 20 hours a week until the end of 2023. The LFRC main counselor will continue with her 30 hours a week at \$50 an hour until the end of May 2023 which by then she will be licensed and move in to private practice.

Conclusion

In conclusion, the LFRC has been, and continues to be, focused on ways we can help improve the lives of those in need in Livingston and Park County. We don't just look at handing out food but seek to help address the broader set of challenges for those in need. The covid epidemic triggered a mental health crisis in our community, overwhelming the systems that were already in place. In response the LFRC created a program to address that need and the response has been huge. We anticipate the mental health needs of our clientele will continue to be high and we seek to continue to serve those clients while we work to transition to a more sustainable, long-term model for supporting those most in need in our community.

Thank you for your consideration.

File Attachments for Item:

B. DISCUSS/APPROVE/DENY: PROVIDING \$1200.00 FINANCIAL CONTRIBUTION TO BIG SKY PASSENGER RAIL AUTHORITY.

NOW IS THE TIME

Montana Passenger Rail Gains Steam Across the Region and in Congress

Photo Courtesy of the Milwaukee Road



"Passenger rail creates jobs, grows the economy across Montana and is critical to keeping families and businesses across our state connected."

U.S. Senator Jon Tester

"If there was passenger train service that provided inter-city transport it would be a tremendous boost to not just local businesses, but also to local tourism between those locations."

Timothy Sheehy, CEO & Founder
Bridger Aerospace

HOW YOU CAN HELP

-  Share. Visit our website, see our take action page.
-  Contact. Ask our state and federal officials to support passenger rail.
-  Donate. Every dollar is a vote in support of passenger rail expansion in Montana.

BigSkyRail.org

hello@bigskyrail.org
+1 406-624-5522

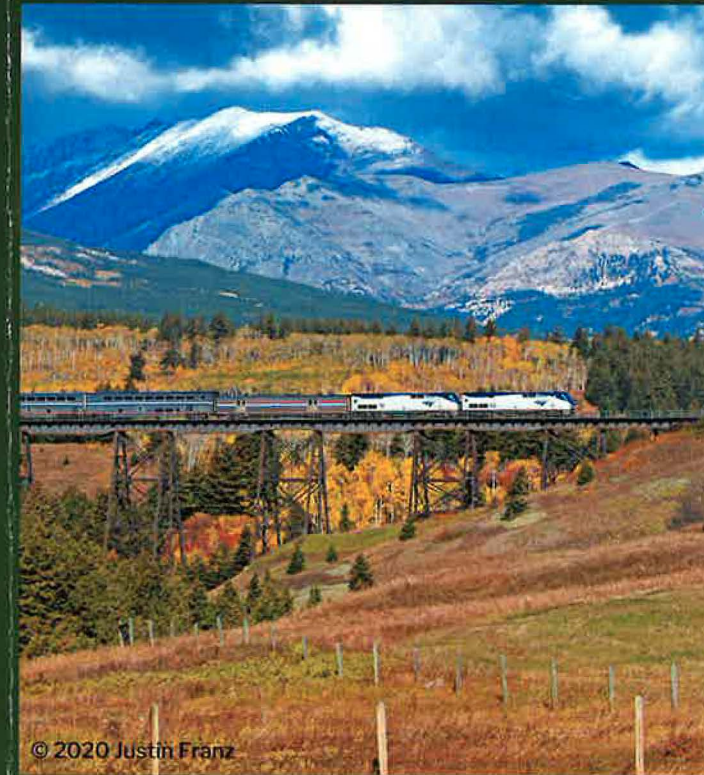
-  @BigSkyRail
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-  @BigSkyRail



**BIG SKY
PASSENGER
RAIL AUTHORITY**

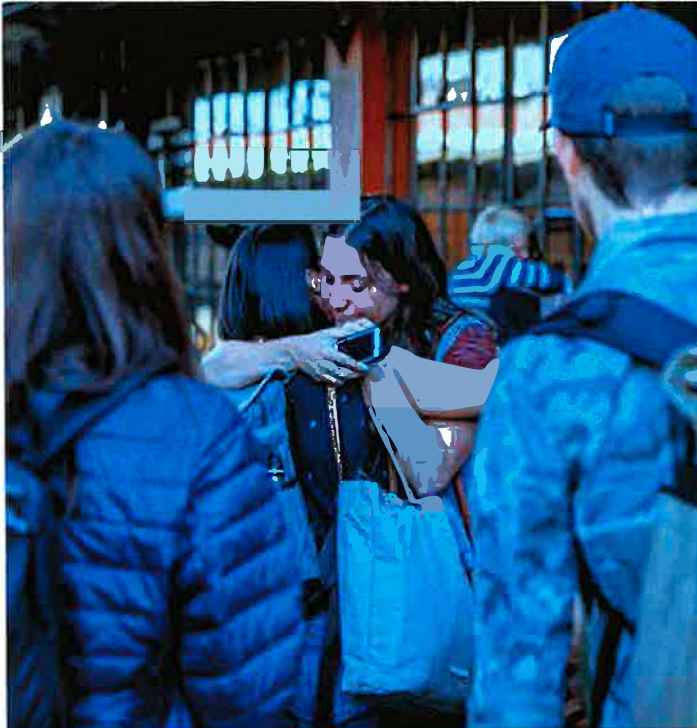
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JOIN THE MOVEMENT






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**Restore Passenger
Rail in Montana and
Beyond**



THE BENEFITS OF PASSENGER RAIL

- 
 A restored passenger rail line will create jobs
- 
 Generate \$271 million in benefits each year
- 
 Provide affordable, safe, transportation year-round for health care, education, commerce

THE GROWING PARTNERSHIPS OF THE BSPRA

We welcome you to join our vibrant rural-urban-Tribal coalition of counties, cities, towns, and businesses with support extending to Washington, Idaho, North Dakota, and Minnesota.

IT'S TIME TO PROVIDE RAIL SERVICE TO ALL AMERICANS

There's a void in passenger rail service in the Greater Northwest extending 2,000 miles from the Great Lakes to the Pacific and 800 miles from Great Falls to Denver.

