Livingston City Commission Agenda

February 17, 2026
5:30 PM
City – County Complex, Community Room

City of Livingston is inviting you to a scheduled Zoom meeting.
Join Zoom Meeting
https://us02web.zoom.us/j/89817578335?pwd=5K5waUm1WpRpXwm0eVLTUT6NR3aTSB.1

Meeting ID: 898 1757 8335
Passcode: 962816

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1. Call to Order

2. Roll Call

3. Pledge of Allegiance (Flag Presented by Livingston Cub Scouts)

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

4. 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)

5. Consent Items

6. Proclamations

7. Scheduled Public Comment

8. Action Items

9. City Manager Comment

10. City Commission Comments

11. Adjournment

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 Chair. 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).

  The Chair shall have the discretion to solicit comments from the public in the following order: (1) residents of the City, (2) business owners or operators in the City, (3) other organizations conducting operations in the City, and (4) residents, businesses or organizations from outside the City. The Chair may limit each person's comment period to not less than three (3) minutes.

- Meeting Recording: An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Clerk. 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 City meetings, please contact the City Clerk at least 24 hours in advance of the specific meeting you are planning on attending.

File Attachments for Item:

A. APPROVAL OF MINUTES FROM FEBRUARY 3, 2026, REGULAR MEETING

Livingston City Commission Minutes

February 03, 2026
5:30 PM
City – County Complex, Community Room

https://us02web.zoom.us/j/89322565172?pwd=eXr6iRzlvaiTtM43chOawd9mhocUjt.1

Meeting ID: 893 2256 5172
Passcode: 718006

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1. Call to Order

5:32 pm Chair Schwarz called the meeting to order.

2. Roll Call

- Chair Nootz
- Vice Chair Willich
- Commissioner Daniels
- Commissioner Wilcox
- Commissioner O'Neill

City Staff Present

- City Manager Grant Gager
- Chief of Police Wayne Hard
- Policy Analyst Greg Anthony

3. Pledge of Allegiance

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

Chair Nootz asked the room to stand for the Pledge of Allegiance.

4. 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)

Public comment was offered by:

- Jay Keifer expressed concern about claims paid reports, and wondered about speed limits around the school and the Sherwood.
- Max Johansen asked for clarification on what Action Item A all involves and whether he should wait to comment.

Chair Nootz stated that his comment will be best fit in action item A.

- Leslie Feigel expressed upset about not seeing an item for America's 250th celebration.

Chair Nootz asked the City Manager for clarification around claims paid and speed limits.

The City Manager stated that the claims topic is about the chart of accounts and that they do operate under a standard chart of accounts in the State of Montana. He stated that the speed limit is 20 mph in front of Winans and Geyser Street is part of the Urban Route, and the speed limit was set when Geyser Street was rebuilt by the state. He stated that they have not ever received a request for a 15-mph speed limit at Main and Geyser, but it is something they could take a look at.

Chair Nootz encouraged community members to get with the City Manager directly about items that they would like to see on the agenda or website.

The City Manager stated yes, that is the most appropriate way to get items on the agenda. He stated his phone number is 406-223-4475 or can be reached via email CityManager@LivingstonMontana.org

5. Consent Items

A. APPROVAL OF MINUTES FROM JANUARY 20, 2026, REGULAR MEETING PG.4

B. APPROVAL OF CLOSED SESSION MINUTES FROM JANUARY 20, 2026, REGULAR MEETING

C. APPROVAL OF CLAIMS PAID 1/15/26 - 1/28/26 PG.27

D. REAPPOINTMENT OF BAILY GOODWINE, FRANK O'CONNOR AND FORREST HUISMAN TO THE CONSOLIDATED LAND USE BOARD PG.33

Vice Chair Willich pulled A

Commissioner Wilcox pulled D

Vice Chair Willich motioned to approve Consent Items B & C, seconded by Commissioner Wilcox. Unanimously approved.

Vice Chair Willich gave a name spelling correction in Consent Item A.

Commissioner Wilcox shared that she worked with the 3 Land Use Board members and is happy to seem them want to continue to serve on this board.

Commissioner Wilcox motioned to approve Consent Item A with Vice Chair Willich's amendment and item D, seconded by Commissioner Daniels. Unanimously approved.

6. Proclamations

A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, RECOGNIZING FEBRUARY 16, 2026 AS PRESIDENTS DAY IN LIVINGSTON, MONTANA PG.36

Chair Nootz read the proclamation.

The City Manager thanked everyone who showed up tonight to share participation and civic responsibility.

7. Scheduled Public Comment

8. Action Items

A. DISCUSSION REGARDING GRADE SEPARATED RAIL CROSSING PG.38

The City Manager stated this item is a discussion and to review survey results, and it is on the agenda at the request of 2 Commissioners. He gave a brief presentation on this item.

Commissioner O'Neill expressed thoughts about mailing surveys and did a calculation on mailing these to the community. He wants to do better at communicating these things to the public.

The City Manager stated that he shares the frustration with the lack of response on the survey, and he stated it was also advertised in the newspapers. He stated that a 5% response rates provide them with actionable data and is a good response rate for a community.

Commissioner Wilcox asked if there is money in this budget to help determine location, and if a location is determined, is there money in the budget for an engineering plan. She wondered what the cost would be to do mailings.

The City Manager stated the City Commission did set funding for this reason in FY26. He stated there is over a million dollars that is appropriated in the transportation impact fee fund that could be used for a study. He stated that the next step after determining to proceed would be a request for proposals related to alternative analysis to review possible locations and to evaluate their feasibility, traffic and development impacts, cost, and constructability. The goal would be to arrive at a locally conferred alternative that could be presented to the voters. He stated it is better to present something to the voters before designing it.

Commissioner Wilcox expressed that it would be beneficial to get the voters as much information as they can before voting on it. She asked how it works to get an initiative passed for the City.

The City Manager stated the City will only provide information to the public up until the Commission decides to put it on a ballot, then after that the communications are very limited.

Commissioner Daniels brought up the 2008 location and if it's still possible to use and why it fell apart.

The City Manager stated there were some administrative process issues, including a lost password on a government grants website, and funds were rescinded. He stated the location was at Star Road and that is why the City owns 101 Start Road, it was supposed to be the crossing location and T and HWY 10.

Commissioner Daniels wondered if they are able to review those previous plans.

The City Manager stated yes, he has them on file at City Hall.

Chair Nootz stated that the money set aside in transportation impact fees are not just for a crossing. She asked what other things those funds could be used for.

The City Manager stated impact fees are derived off a list of capital projects that was determined in 2019. In several years they will revisit the list of impact fees and have a list of new projects.

Chair Nootz stated the Commission has been pushing to set money aside knowing they would have to do something with it, and they were able to do that within the budget.

The City Manager stated yes, and recalled there was a negative finding in the audit that showed the transportation impact fees balance was too high. He and the Finance Director communicated with the state the reasoning for this and it was accepted by the state.

Chair Nootz asked about the Crossing by PFL and if we can turn it into a legitimate crossing.

The City Manger stated the crossing referenced by Chair Nootz is not an at-grade crossing that is recognized by the Federal Railroad Administration. In order for us to use that as a crossing, the City would need to do some paperwork and process with FRA, but they are typically moving in the opposite direction and trying to eliminate at-grade crossings.

Chair Nootz asked what the meeting is that is happening on Thursday.

The City Manager stated it is an informational meeting related to Montana Street Reconstruction Project.

Chair Nootz asked if Bennett Street improvements were to happen, would it include a conversation with MDT to alert drivers and improve safety in that area.

The City Manager stated they would be happy to have those conversations and MDT has been very receptive.

Public comment was offered by:

- Steve Koontz stated that he and George Denton worked on this 10 years ago and they put together a 3-ring binder about the project. He gave his opinion as a contractor that this project is easy to do.
- Max Johansen clarified that the project Steve referenced is located at Northern Light BLVD connecting to HWY 10. He expressed thoughts that it would be cost effective and low environmental impact.
- Patricia Grabow expressed that she is advocating for the Northern Lights Blvd crossing.
- Linda Mahr asked about the $625,000 from 2008 that was going to be collected from property taxes and wondered if any of that was actually collected and is it still available. She added that they wouldn’t need to mail the survey, just add it as a statement on the utility bill. She asked about something on the map that was previously shown.
- Linda Tang asked about what construction is going to be happening on Montana Street.
- Laura Maxwell expressed appreciation for this project, but she is concerned about a train blocking both crossings and the underpass being full, and wondered how emergency teams get through.
- Leslie Feigel asked about a north side satellite EMS and Fire Center. She also gave her personal travel data for each crossing, which she expressed would be good communication to the public. She also stated that the Chamber has different mail rates that the City could take advantage of for mailers. She also stated that her thoughts with the Wellness Center going in that Bennett Street will need to be fixed regardless.
- Becky Bird expressed concern about communication from the City and Commission about these things and doesn’t feel the responses they received are good numbers, and wants to know why 5% is good return and what happens if they had a larger turn out from survey responses. She would like the Commission to figure out a way to get word out about things to the community whether it is mail, email or text. She would like to see less distinction between north and south side when it comes to community topics or issues.

- Tammy Lewis asked why could only residents of Livingston participate in the survey when the crossing will also be used by resident of the County.

Commissioner Daniels motioned for a 10-minute break, seconded by Commissioner Wilcox. Unanimously approved.

Chair Nootz asked for clarification on the $625,000.

The City Manager stated that the $625,00 was levied and collected. The funds were used to do the design and obtain 101 Star Road.

Chair Nootz asked about what is happening on Montana Street.

The City Manager stated the project will not start until 2028 and the first meeting is 2/5/26 at the Field House at 5:30. He stated it will be streamed and there will be additional meetings. He stated the project is reconstruction of the Montana Street.

Chair Nootz asked for clarification on what was shown on the map by PFL.

The City Manager stated that what she was looking at is a private driveway.

Chair Nootz asked about polling vs. statistically significant research.

The City Manager stated he has done survey work prior to working in the City of Livingston, so he is familiar with how survey feedback should look. He stated he would have been happy with 200 responses back, and knows the return on surveys is adequate to pull data from. He stated he has 1,300 subscribers for the newsletter, and he was a little surprised that we only received 300 responses because he thought there would be more. He shared the link to subscribe and view the newsletter https://www.livingstonmontana.org/citymanager/page/city-newsletter.

Chair Nootz asked about mailings.

The City Manager stated that from his experience in surveys it is very common that surveys are not sent back without return postage. He stated that postage would be a lot for these mailers, as you pay for outgoing and return postage. He also shared the calculation for printing color copies for the mailers and they are about 10 cents per page, and shared that to do something like the spring flyers it is around $5000.

Chair Nootz asked for clarification on why only City residents could take the survey.

The City Manager stated he does not view City and County residents differently, but it does come down to taxation, and reminded that taxation inside City limits is the responsibility of the City Commission and they do not have the ability to impose a tax levy for residents outside of City limits.

Chair Nootz asked for clarification on safety.

The City Manager stated that public safety is the number one priority. He stated that they do rely on all services to provide safety in Livingston include Rural Fire. He remined everyone that calls are responded to in under 6.5 mins. He stated there was a study done in 2024 that shows emergency response data. He also works with the Fire and Police Chiefs to review the emergency response plans, and they are working on evacuation plans. He stated the levy is up in a few years and will have to be looked at during that time, and will be discussed at a City level

and County level. He clarified that a northside station building would be the cheapest part of that thought process, as staffing would be the most expensive part. He recalled for everyone that a lot of our EMS calls are in the County and down 89 S. He stated that the they have taken many steps to improve the safety profile in Livingston, and also realizes that in years to come there is room for community conversation around safety.

Chair Nootz asked about some testing Police and Fire did with their ability to respond.

The City Manager stated that in the event that both crossing are blocked and the underpass is flooded, they do have the ability to talk with BNSF to move the trains out of the way, if that does not work, then they would bring out gravel and create their own road across the tracks, and the City Public Works team can do that quickly. He stated that a test was done with traffic in the underpass going on both sides, and emergency vehicles can get through, and the underpass will allow 3 cars wide.

Chair Nootz reassured the public that she has talked with the Fire Chief about some pretty serious scenarios about getting help to places with no road and he was very calm and gave good plans on how to handle situations like that.

The City Manager shared the remainder of the presentation.

Chair Nootz asked if 5th Street applied to the City or was the state funding it.

The City Manager stated that the state is funding the base project, but if features, such as a quiet zone, are added there could be local cost.

Vice Chair Willich asked for clarification on what a quiet zone is.

The City Manager stated that a quiet zone is a stretch of rail where passing trains do not have to sound a horn as they approach a crossing. It would reduce a lot of horn noise that is heard in the community. He clarified that they cannot eliminate all horns because for emergencies horns would still be used.

Chair Nootz asked about the Main/B Street underpass and how it gets paid for, and the same with Bennett Street. She understands there is a tax cost, but wondered if it goes to a ballot.

The City Manager stated those projects could be lumped together and go into a debt funding general obligation bond. It would require approval from voters. He stated that $1 Million is on the high end for both locations and it is conceivable that both projects could be funded just as one year one time assessments through the street maintenance fund.

Commissioner Wilcox expressed wanting to keep the ball rolling on this project and would like to see the location assessment and figure out what would go on the ballot. She stated that it seems like the project at 5th Street is already in motion and would just like the City Manager to keep them posted. She would be interested in hearing about the relationship with The Depot, as they will be impacted by the crossing at 5th Street. She is in favor of getting things done as quickly as possible, and as quickly as the community will support.

Commissioner O'Neill stated he wanted them move forward with a site location so they can move forward with a crossing. He stated he did check out the Northern Lights location for a crossing and feels like it is a good location. He expressed that Sun Rd. would be a good place for a fire station. He stated that Bennett Street is a priority.

Commissioner Daniels stated that they need to move forward with the assessment for the crossing. She expressed frustration from the past attempts and hearing that funding was lost at one point, and she really wants to see this move forward. She agrees with lumping the 2 projects together, like Commissioner Wilcox explained.

Vice Chair Willich shared some statistics and math and ultimately would like to see another 150 people give responses for the survey in the next round. He expressed thoughts in use for crossing locations and how they benefit certain people in certain locations. He understands that 5th Street is already a work in progress and shared that Bennett Street seems to be a priority in his mind with the Wellness Center going in.

Chair Nootz expressed liking the information from the survey. She also expressed agreement with fellow Commissioners on finding a location. She would like to really consider non-vehicle traffic when looking at the 5th Street crossing. She stated she would like to see what they could do with the underpass. She also expressed agreement to prioritize Bennett Street. She expressed that this topic would be great to incorporate into a Town Hall meeting.

The City Manager reviewed the discussion and stated the 2 highest priorities are to begin the alternatives analysis on the grade separated crossing and to get started on the Bennett Street crossing. He stated they will continue to work on 5th Street.

B. DISCUSSION OF CONGRESSIONALLY DIRECTED SPENDING REQUESTS PG.44

The City Manager stated this item is for potentially sending a letter to Senator Sheehy's office for congressionally directed spending requests. They can submit up to 3 requests for funding for projects. The funding would be appropriated and included in the federal FY27, which begins on October 1st of this year. Funds may not be available for up to a year after the passage of the appropriations bills. Per the guidelines, the funds cannot be for salaries for benefits for employees, projects for beautification purposes, or provide construction for buildings to conduct local government services. He stated that they do have a call with the Senator's office coming up and will seek some clarification on the guidelines, but based on the guidelines they don't believe these funds could be used on a fire station or similar project. Applications are due by March 15th and require 5 letters of support. The idea tonight is to introduce the possibility of this and get some ideas, then place this item on the agenda for the first meeting in March for finalization.

Commissioner O'Neill asked the City Manager what 3 ideas they are looking at currently.

The City Manager stated at a staff level they have a lot of ideas because they do have the capital improvement plan that directs them, and the Growth Policy that identifies some priorities, and they also have the Commission's priority list.

Public comment was offered by:

- Patricia Grabow expressed priorities as the crossing and land around the Wellness Center.
- Tara Eddy would like to see this money used for the railroad crossing.
- Linda Mahr would like to prioritize escape plans and communicating those to the public.

Commissioner Daniels asked if just 1 out of the 3 would be approved or could all 3 be selected if we win.

The City Manager stated he reads it as we could get 1 or maybe none.

Commissioner Daniels stated a priority for them is a Veterans Memorial, but wondered if that would be considered beautification.

The City Manager stated that this is a question they intend to clear up in their call about the guidelines.

Commissioner Daniels expressed excitement about this item.

Commissioner Wilcox stated she would like to see a small, medium, and large project submitted. The crossing for the large request, stormwater could fit in for medium, and disaster planning for a small project. She wondered if there is anything they can do as Commissioners to advocate for their applications.

Commissioner Daniels expressed agreement with Commissioner Wilcox.

Vice Chair Willich agreed that the railroad crossing is number one on the list, and he would also like to see the Veterans memorial on the list. He would also like to see lagoon work on the list.

Chair Nootz stated they should do stormwater before they do anything with the lagoon since it will likely just get dirty again. She is interested in what staff comes up with for projects, and she also pointed out that there are projects that are more likely to be funded than others. She expressed that she is really interested in stormwater.

Vice Chair Willich clarified he wanted to work on the lagoon as part of stormwater for infrastructure so water goes in cleanly.

Commissioner Daniels reminded everyone that they need to consider when funding will come through for these things, and gave the example of the Veterans Memorial, and if it's a high priority for the Commission do they want to wait for funding to come through for this.

Chair Nootz stated that she saw vehicles funded in the examples, and it would be great to know if the City has expensive vehicles that need upgrades.

C. RESOLUTION 5181: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA UPDATING THE FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS PG.50

The City Manager stated this is the second time they have seen this item and it was brought back for additional discussion of child graves. He stated there is a limited number of child graves in the cemetery, and typically what happens with child graves is they are purchased if a child dies before their parents and they are placed in the children's section, but then are disinterred when their parents pass away and placed with them in a full grave, which then leaves the child grave open for resale. They did adjust the fee schedule to make child graves $0 for City residents and $157.50 for non-residents. He also addressed that a topic was brought up at the last meeting about non-profit rates for certain event applicants, and he offered a suggestion of different fee waivers.

Commissioner O'Neill stated that a lot of the fees feel like they are double dipping because they are paying taxes for the services, then collecting fees to perform the service.

Public comment was offered by:

- Leslie Feigel asked for clarification on resident vs. non-resident fees. She doesn't understand why fees are on there for services that people are already on shift for or equipment being used. She stated that other towns do not use a fee schedule like this, so it was hard to find comparative data.
- Patricia Grabow expressed that the fees being charged for events are too high, especially event bringing business to downtown.

Chair Nootz asked for clarification on if this is double dipping and if they taxing folks twice.

The City Manager stated no, they are not charging folks double. He stated fees are enabled by MCA for certain services that the City provides to the private sector. He reviewed some examples of fees they can charge for and why. He stated that other cities do use a master fee schedule, as do various other cities around the state.

Chair Nootz asked for an explanation on the fee schedule for special events and departments such as Police and Fire.

The City Manager stated there is normal duty work the Police and Fire/EMS do, so for events they bring in unscheduled personnel and provide specific detail staff to that event. He reminded that the Police and Fire/EMS presence at larger events where alcohol is consumed is important because those events do pose certain public safety risks. He reminded that for trash collection, that team works from 4 am to 1 pm, so events where trash needs to be collected is over time for them.

Chair Nootz asked why they cannot change the trash collection shift on days of events.

The City Manager stated that alleys are less crowded at 4 am for trash collection, and there are also union work rules and schedules they have to follow.

Chair Nootz asked for clarification on resident vs. non-resident.

The City Manager stated that resident vs. non-resident fees mostly exist the Recreation Department, and that is because rec programming is not 100% cost recovery. They only recover 30% - 35% of costs in the rec department. The rest is covered by the general fund, which is in large funded by property tax, and property tax in Livingston is paid by City residents, so that is why there is a difference in fees for resident vs. non-resident.

Chair Nootz asked about cemetery funding and surplus.

The City Manager stated the cemetery fees are for recovery of labor that is involved, and this is a perpetual need, so there is a perpetual fund, meaning there is a limited time of plot sales, but an unlimited time that that location will need to be taken care of and maintained.

Chair Nootz asked why fees are not waived for the Chamber of Commerce.

The City Manager stated if the Commission wants, they could issue individual fee waivers. He stated that with that will likely come equal treatment issues. He stated they would likely get a fee waiver from every event that is put on.

Chair Nootz asked about the fee waiver idea on page 62 and wondered what the process would be.

The City Manager stated the current process is the fee waiver request comes directly to him, and he denies those because the Commission has not approved fee waivers, with the exception of the

Community Thanksgiving and Christmas dinners. If the Commission were to create a fee waiver process, they could delegate that to the City Manager, and the example listed opens it up for government partners that Livingston residents are taxpayers into. He stated that they could adjust the language to state that the Commission could grant the waivers.

Commissioner O'Neill expressed that his issue with the fee schedule is around special events, and he feels that they may not eventually have a parade because fees are so high. He suggested potential discounts.

Commissioner Wilcox expressed appreciation that the fees were waived for the child graves. She stated that she does not agree with waiving fees for one organization when they have not even heard from other event holders. She wondered if there are other organizations that could help the Chamber offset cost for their events that does not include waiving fees from the City. She likes the language on fee waivers on page 62 and would like to see decision making for fee waivers stay with staff.

Vice Chair Willich thanked the City Manager for the child grave fee being removed. He suggested that for this year the City works with the Chamber for fees that work for both groups.

The City Manager stated that TBID does offer grants for up to $10,000 for events that bring tourists to Livingston.

Chair Nootz stated that TBID has said that the Chamber is invited to apply for funding for the parade. She asked if they are cutting fees, then where do they make up that cost somewhere else. She also wondered what stipulations would be put around the parade if they are waiving fees. She stated they get a lot of feedback from the community about what goes on in the parade and what control the City has over the parade.

Commissioner Daniels asked if they have to decide all of it right now or if some parts come back later.

The City Manager stated it is possible to approve it tonight and direct him to bring the waiver back at a later date. He stated he does hear feedback after every event, and with events there is risk and liability and legal issues that do come with waiving fees, and ensuring compliance in all aspects would be very important.

Vice Chair Willich expressed understanding of the legal issues that come with waiving fees.

Chair Nootz stated she is in favor of leaving decisions with staff if they leave the waiver for government entities.

Vice Chair Willich motioned to approve this item, seconded by Commissioner Wilcox. For: Chair Nootz, Vice Chair Willich, Commissioner Daniels, Commissioner Wilcox Against: Commissioner O'Neil

9. City Manager Comment

The City Manager thanked the Commission for the meeting tonight.

10. City Commission Comments

Commissioner O'Neill stated, in regards to variances, he would like to see a zoning change from 7000 square foot for a 3 unit dwelling, and reducing to 6400 sq. ft. and wondered how to get it on the agenda.

Chair Nootz clarified that they cannot discuss this item as it is not on the agenda, and asked the City Manager how to get it on the agenda.

The City Manager stated Commissioners can request something be placed on the agenda with a motion and a second. He stated specifically about this item there is a zoning text amendment working its way to the Commission.

Commissioner O'Neill motioned to bring his item back before the Commission, seconded by Commissioner Daniels.

Commissioner O'Neill asked about the Watson subdivision.

The City Manager stated they have had some conversations with the family about reconfiguring some existing roads out there. He stated they do not have any applications in for any development on the Watson subdivision and no conversations being had other than some road configurations and possibly a municipal well site out there.

Commissioner Wilcox thanked everyone for a nice evening.

Commissioner Daniels expressed thanks to the public for their comments tonight regarding the crossing and hopes to get more input from the community in the future.

Vice Chair Willich gave a big shout out to the Water Department and Police Department for responding to a water issue at a place that belongs to his mother-in-law.

Chair Nootz gave thanks to the public for being respectful and polite. She expressed that she feels the new Commission is working well together.

11. Adjournment

9:57 PM Vice Chair Willich motioned to adjourn, seconded by Commissioner O'Neill. Unanimously approved

Calendar of Events

Supplemental Material

Notice

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LIVINGSTON
MONTANA

RAIL CROSSING IMPROVEMENTS

FEBRUARY 3, 2026

RAIL CROSSING IMPROVEMENTS

- Survey Results
- Moving Forward

LIVINGSTON
MONTANA

SURVEY INFORMATION

BACKGROUND ON RAIL CROSSING IMPROVEMENTS

On the main east-west transcontinental rail line, the City of Livingston has one public grade-separated rail crossing within City limits (Main/B Street), in addition to three public at-grade crossings (5th Street, Bennett Street, and Glassybaby Lane).

The Livingston community has long discussed creating a second grade separated rail crossing on the east-west rail line. As the community continues to grow, certain residents have experienced greater inconvenience associated with crossing the railroad tracks.

SURVEY INFORMATION

BACKGROUND ON RAIL CROSSING IMPROVEMENTS

Voters approved a referendum in 2008 for a temporary levy to raise the local funding portion of the project which had a cost of $8.7 million. That project, located at the intersection of Front Street and Star Road, was never constructed and the federal funding was rescinded.

More recently, in 2021, voters in the City rejected a referendum to issue $20 million in general obligation bonds to design and construct a crossing on the western edge of the City by the Mountain View subdivision. With voter rejection, this project was not funded or further pursued.

SURVEY INFORMATION

BACKGROUND ON RAIL CROSSING IMPROVEMENTS

Currently, the State of Montana Department of Transportation is in preliminary engineering on a reconstruction of the existing 5th Street at-grade crossing. Construction on this project is anticipated during summer 2027 and will be discussed in more detail below.

SURVEY INFORMATION

BACKGROUND ON GRADE-SEPARATED RAIL CROSSINGS

Grade Separated Rail Crossings are large and complex projects. The entitlement, design and construction process may take 5 years once funding and a location are identified. There is no identified location for a new crossing in the City of Livingston. Therefore, a new grade separation project would begin with an evaluation of possible locations to understand the attributes, cost and constructability of various options.

Recent projects in other Montana cities have cost, or are expected to cost, $20-30 million.

SURVEY INFORMATION

BACKGROUND ON GRADE-SEPARATED RAIL CROSSINGS

In recent years, the City has worked unsuccessfully to secure federal funding for a crossing project in Livingston. While other Montana cities (Belgrade, Billings, Kalispell, Missoula) have successfully received federal funds, they are larger or faster growing cities than Livingston. There is no dedicated State funding for grade-separating railroad crossings. Given recent history and competing state and national projects, Livingston does not appear to be a likely recipient of external government funding for the project.

While BNSF does offer limited funding for grade-separation projects, the railroad does typically require the closure of an existing at-grade crossing.

There is no mechanism to require private development teams to fund or construct a new grade separated rail crossing.

SURVEY INFORMATION

BACKGROUND ON GRADE-SEPARATED RAIL CROSSINGS

Assuming that a grade separated rail crossing may cost approximately $25 million, the annual debt service associated with a 20-year general obligation bond of that level is approximately $2.2 million per year.

Based on FY 2025-26 taxable values in the City of Livingston, a property would be expected to incur an additional $72.96 in property taxes for each $100,000 of assessed market value (totaling approximately $218.88 annually for a $300,000 home and $437.76 annually for a $600,000 home).

This cost would be incurred annually for 20 years.

SURVEY INFORMATION

BACKGROUND ON RAIL CROSSING IMPROVEMENTS

Currently, the City is working with the Railroad and State of Montana Department of Transportation on reconstruction of the existing 5th Street at-grade crossing. This project is in the preliminary design phase. Construction on this project is anticipated during summer 2027 and includes the installation of concrete crossing panels, creation of a second southbound lane, rebuild of the multi-use path at the crossing, and possible creation of a quiet zone to reduce train horn noise.

This project will have a minimal cost to City property taxpayers as it is part of the State's improvement program. Though, additional capacity improvements could be locally funded.

SURVEY INFORMATION

BACKGROUND ON RAIL CROSSING IMPROVEMENTS – BENNETT ST.

Separately, the City has had conversations about improvements to the Bennett Street crossing which would include the placement of concrete crossing panels, installation of a multi-use path crossing, and possible creation of a quiet zone at that location. This project does not currently have any external funding support nor is it likely to. Depending upon the scope of the improvements, the project may range in cost from $100,000 to $1,000,000 and could be funded in several ways including by a temporary increase to the existing street maintenance assessment.

Using current valuations, a $1 million assessment would be expected to cost property owners approximately $32.66 per $100,000 of assessed market value. If the project were funded in one year, this would be a one-time cost.

SURVEY INFORMATION

BACKGROUND ON RAIL CROSSING IMPROVEMENTS - UNDERPASS

The City is aware of improvements that can be made to the Main/2nd Street underpass. While the location makes increasing the vehicle capacity unlikely, improvements to the stormwater system in and near the underpass could significantly reduce the incidence of flooding and related closures. While no scope of work exists, there is surrounding infrastructure in place that could be utilized in the solution. Therefore, the estimated cost of these improvements is not expected to exceed $1,000,000. Such a project, could be funded in several ways including by an allocation of existing funds, temporary increase to certain assessments, or creation of a separate stormwater utility.

Again, using current valuations, a $1 million assessment would be expected to cost property owners $32.66 per $100,000 of assessed market value. If the project were funded in one year, this would be a one-time cost.

SURVEY INFORMATION

BACKGROUND ON RAIL CROSSING IMPROVEMENTS

Option	Approximate Cost for $100k of Valuation (using 2025 valuations)	Duration of Cost
New Grade Separated Rail Crossing ($25 million)	$ 72.96	20 years
Fifth Street Improvements (State Funded in 2027)	N/A	N/A
Main/B Underpass Improvements ($1 million)	$ 32.66	1 year
Bennett Street Improvements ($1 million)	$ 32.66	1 year

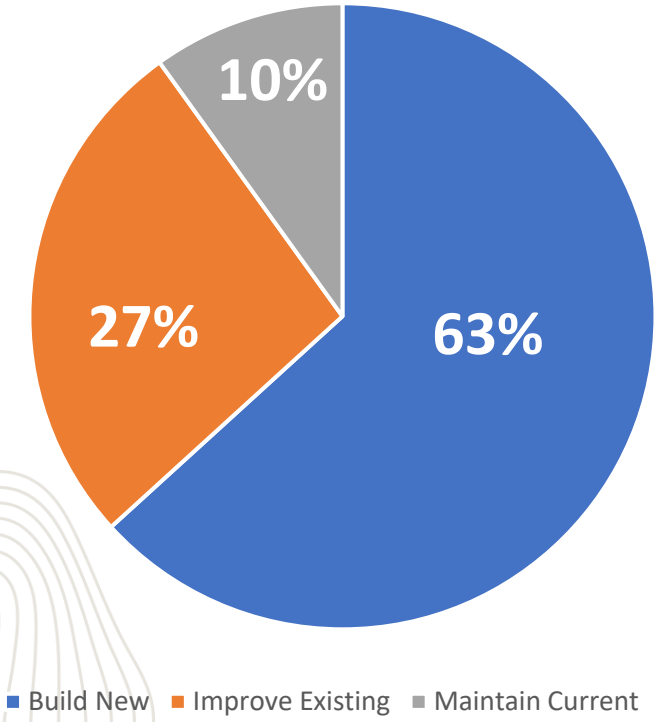
SURVEY RESULTS
ALL RESPONSES

Please Rank the Following Options:

A. Pursue a new grade separated crossing

B. Pursue improvements to existing crossings

C. Maintain current crossing status



Option	1st Place Votes	2nd Place Votes	3rd Place Votes	Points
Build New	191	53	58	737
Improve Existing	81	201	20	665
Maintain Current	30	48	224	410

302 Surveys

SURVEY RESULTS

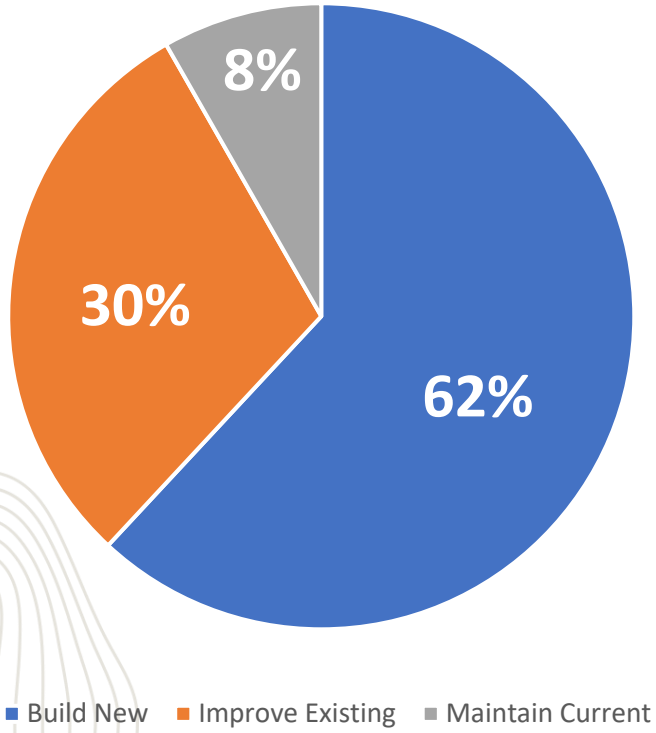
ALL VERIFIED UTILITY USERS

Please Rank the Following Options:

A. Pursue a new grade separated crossing

B. Pursue improvements to existing crossings

C. Maintain current crossing status



Option	1st Place Votes	2nd Place Votes	3rd Place Votes	Points
Build New	135	40	43	528
Improve Existing	65	139	14	487
Maintain Current	18	39	161	293

218 Surveys

SURVEY RESULTS

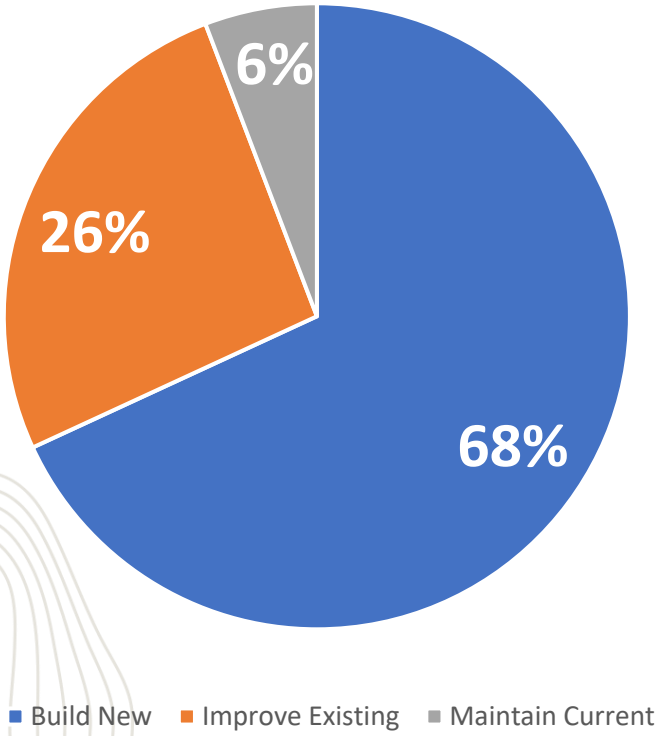
ALL VERIFIED UTILITY USERS LOCATED NORTH OF TRACKS

Please Rank the Following Options:

A. Pursue a new grade separated crossing

B. Pursue improvements to existing crossings

C. Maintain current crossing status



Option	1st Place Votes	2nd Place Votes	3rd Place Votes	Points
Build New	94	27	17	353
Improve Existing	36	95	7	305
Maintain Current	8	16	114	170

138 Surveys

SURVEY RESULTS

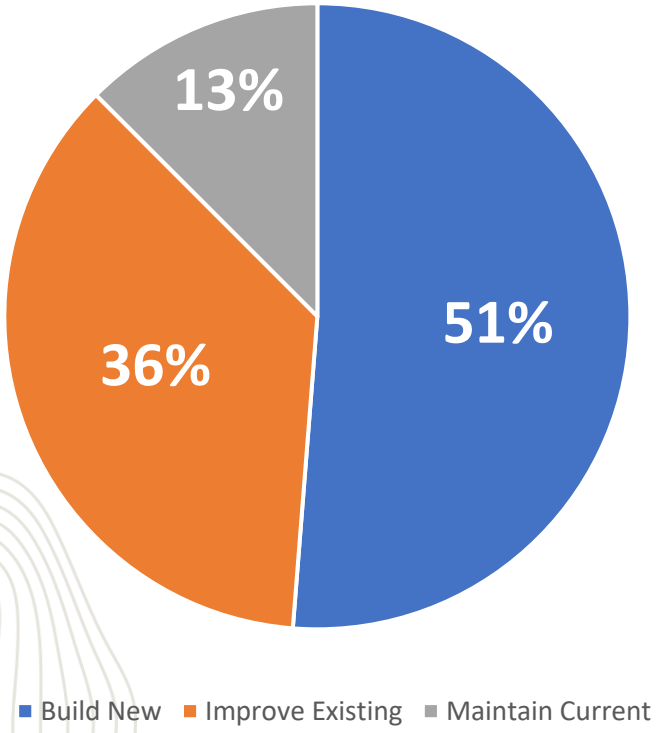
ALL VERIFIED UTILITY USERS LOCATED SOUTH OF TRACKS

Please Rank the Following Options:

A. Pursue a new grade separated crossing

B. Pursue improvements to existing crossings

C. Maintain current crossing status



Option	1st Place Votes	2nd Place Votes	3rd Place Votes	Points
Build New	41	13	26	175
Improve Existing	29	44	7	182
Maintain Current	10	23	47	123

80 Surveys

SURVEY RESULTS

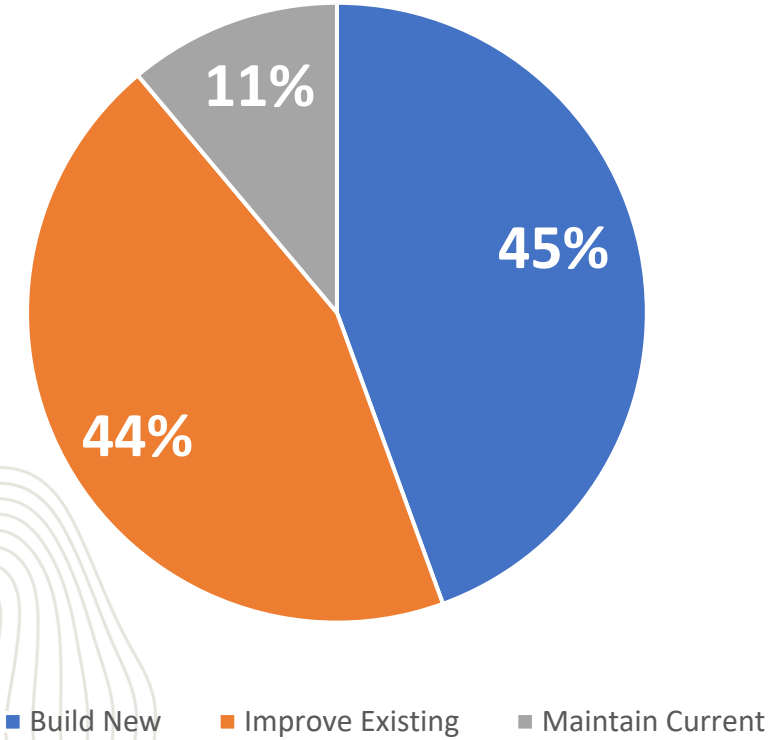
ALL VERIFIED UTILITY USERS: S. OF TRACKS, E. OF YELLOWSTONE

Please Rank the Following Options:

A. Pursue a new grade separated crossing

B. Pursue improvements to existing crossings

C. Maintain current crossing status



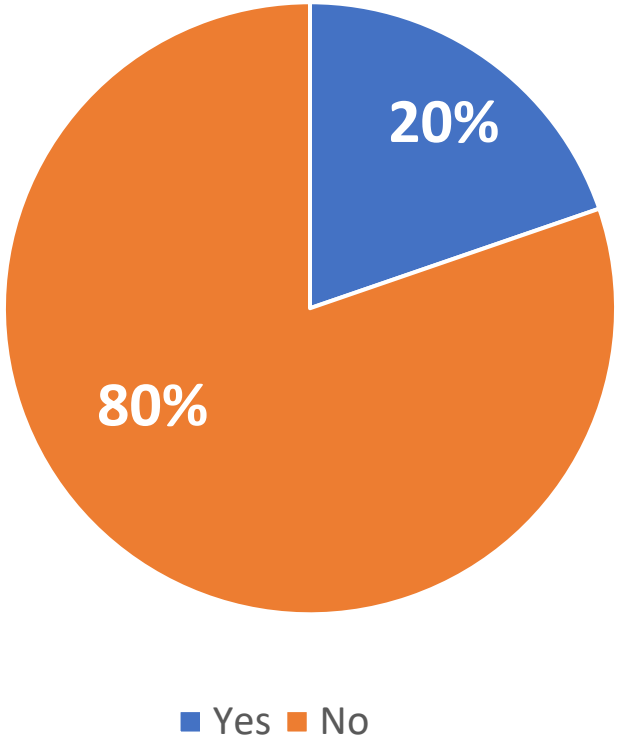
Option	1st Place Votes	2nd Place Votes	3rd Place Votes	Points
Build New	20	6	19	91
Improve Existing	20	21	4	106
Maintain Current	5	18	22	73

45 Surveys

SURVEY RESULTS

ALL VERIFIED UTILITY USERS

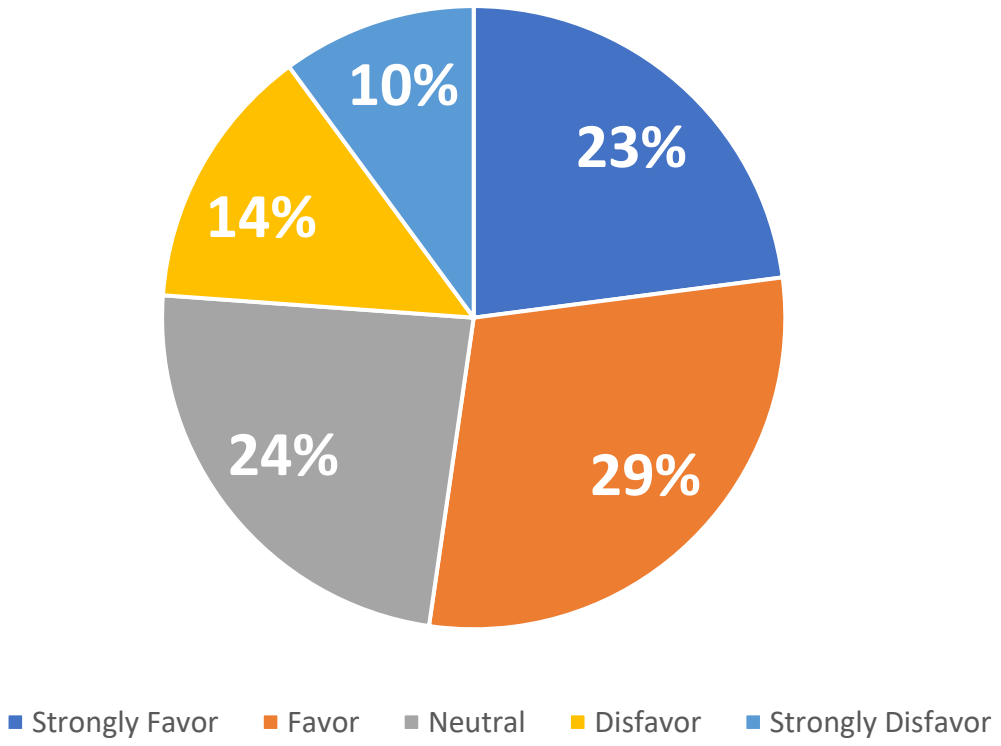
If a new grade separated rail crossing is pursued, do you favor closing the fifth street crossing if it results in a portion of the project being funded by the railroad?



SURVEY RESULTS

ALL VERIFIED UTILITY USERS

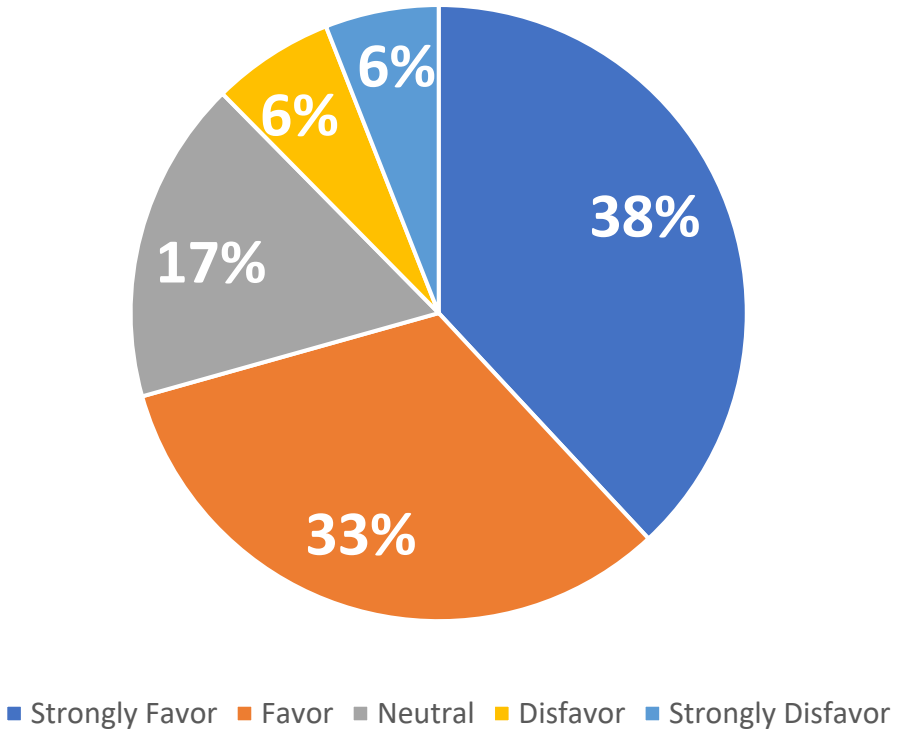
If improvements to existing crossings are pursued, rate your level of favorability to the items presented - Additional Locally-funded 5th Street improvements



SURVEY RESULTS

ALL VERIFIED UTILITY USERS

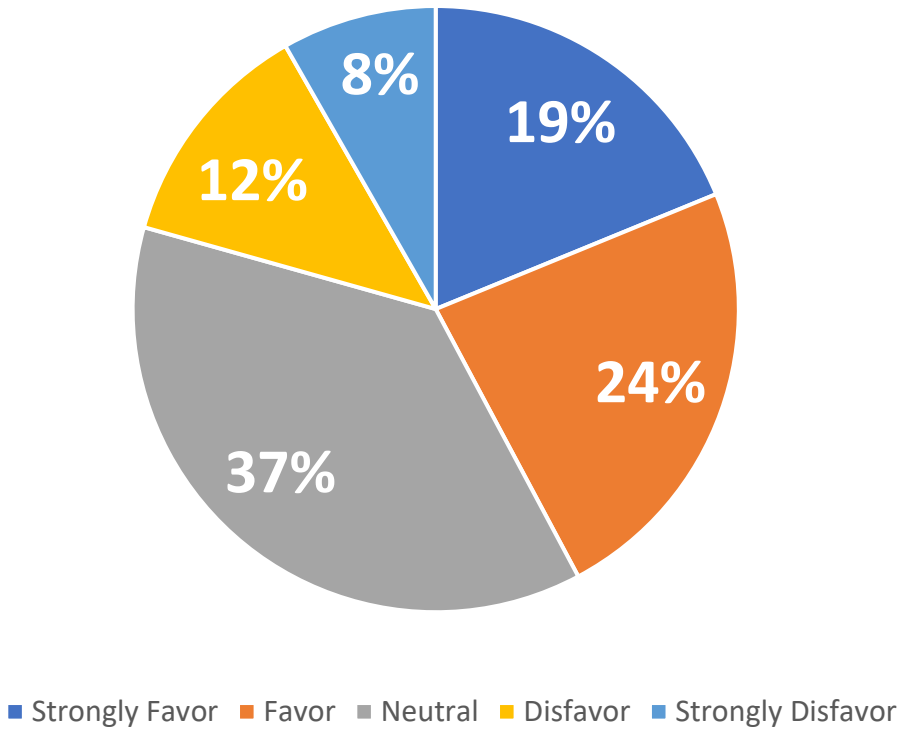
If improvements to existing crossings are pursued, rate your level of favorability to the items presented - Main/B Street Underpass improvements



SURVEY RESULTS

ALL VERIFIED UTILITY USERS

If improvements to existing crossings are pursued, rate your level of favorability to the items presented - Bennett Street improvements



RAIL CROSSING IMPROVEMENTS

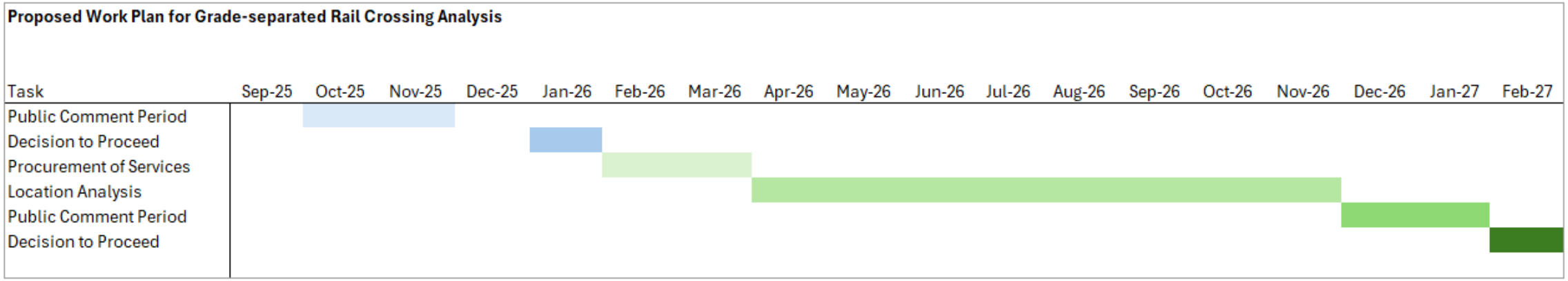
- Survey Results
- Moving Forward

LIVINGSTON
MONTANA

GRADE-SEPARATED RAIL CROSSING

PROJECT PLAN

- Alternatives Analysis to Review Possible Locations
    1. Evaluate Feasibility, Traffic/Development Impacts, Cost Constructability
    2. Determine Locally-preferred Alternative
- Decision to Proceed with Referendum Regarding Project (Funding)
- Final Design
- Construction



AT-GRADE RAIL CROSSING IMPROVEMENTS

PROJECT PLANS

- 5th Street — Continue Existing Re-build Project with MDT & BNSF
  1. Summer 2028 or 2029 Construction
- Main/B Street Underpass — Evaluate Improvements
  1. Construction Schedule Based on Engineering and 5th Street Work
- Bennett Street — Evaluate Improvements with BNSF
  1. Construction Schedule Based on Scope of Work & Other Projects
  2. Could be Shorter Leadtime than Other Projects

LIVINGSTON
MONTANA

File Attachments for Item:

B. APPROVAL OF CLAIMS PAID 1/29/26 - 2/11/26

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
406 ROOFING							
10008	406 ROOFING	JP-5605-261	DIGESTER ROOF	01/05/2026	22,500.00	22,500.00	01/29/2026
	Total 406 ROOFING:				22,500.00	22,500.00	
ALL SERVICE TIRE & ALIGNMENT							
22	ALL SERVICE TIRE & ALIGNME	71533	FLAT REPAIR	01/22/2026	100.00	100.00	01/29/2026
	Total ALL SERVICE TIRE & ALIGNMENT:				100.00	100.00	
AMERICAN AUTOMOTIVE							
3378	AMERICAN AUTOMOTIVE	9242	FUEL PUMP	01/22/2026	977.00	977.00	01/29/2026
	Total AMERICAN AUTOMOTIVE:				977.00	977.00	
ASKIN CONSTRUCTION							
10004	ASKIN CONSTRUCTION	7 2025.12	DOWNTOWN CIP	12/02/2025	108,562.17	108,562.17	01/29/2026
10004	ASKIN CONSTRUCTION	7 2025.12	DOWNTOWN CIP	12/02/2025	88,167.46	88,167.46	01/29/2026
10004	ASKIN CONSTRUCTION	7 2025.12	DOWNTOWN CIP	12/02/2025	116,284.70	116,284.70	01/29/2026
10004	ASKIN CONSTRUCTION	7 2025.12	DOWNTOWN CIP	12/02/2025	181.58	181.58	01/29/2026
	Total ASKIN CONSTRUCTION:				313,195.91	313,195.91	
BRIDGER ANALYTICAL LAB							
3820	BRIDGER ANALYTICAL LAB	2601109	ANALYSIS	01/14/2026	305.00	305.00	01/29/2026
	Total BRIDGER ANALYTICAL LAB:				305.00	305.00	
BRUCE E. BECKER, P.C.							
10000	BRUCE E. BECKER, P.C.	2026.01	Contracted service	01/31/2026	4,000.00	4,000.00	02/06/2026
	Total BRUCE E. BECKER, P.C.:				4,000.00	4,000.00	
CANON FINANCIAL SERVICES, INC							
1747	CANON FINANCIAL SERVICES, I	42468188	PRINTER	01/12/2026	29.31	29.31	01/29/2026
1747	CANON FINANCIAL SERVICES, I	42468189	PRINTER	01/12/2026	29.75	29.75	01/29/2026
	Total CANON FINANCIAL SERVICES, INC:				59.06	59.06	
CENTURYLINK							
162	CENTURYLINK	333975641 202	406-222-0137	01/16/2026	102.88	102.88	01/29/2026
	Total CENTURYLINK:				102.88	102.88	
CITY OF LIVINGSTON							
131	CITY OF LIVINGSTON	2026_01	DISBURSEMENT TO CITY FINA	01/31/2026	8,723.50	8,723.50	02/10/2026
	Total CITY OF LIVINGSTON:				8,723.50	8,723.50	
CLEARY BUILDING CORP							
10007	CLEARY BUILDING CORP	2025105770-2	DELIVERY PAYMENT	02/03/2026	34,052.00	34,052.00	02/06/2026
	Total CLEARY BUILDING CORP:				34,052.00	34,052.00	
DEMCO INC							
199	DEMCO INC	7748604	Book Prep Supplies	01/09/2026	338.32	338.32	01/29/2026
199	DEMCO INC	7750045	Book Prep Supplies	01/13/2026	307.18	307.18	01/29/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total DEMCO INC:				645.50	645.50	
DEPARTMENT OF LABOR & INDUSTRY							
2338	DEPARTMENT OF LABOR & IND	2026.01	BUILDING FEES	01/01/2026	335.18	335.18	01/29/2026
	Total DEPARTMENT OF LABOR & INDUSTRY:				335.18	335.18	
DEPARTMENT OF REVENUE							
122	DEPARTMENT OF REVENUE	2025.12 ASKIN	DOWNTOWN CIP - 2ND & 3RD A	12/02/2025	1,096.59	1,096.59	01/29/2026
122	DEPARTMENT OF REVENUE	2025.12 ASKIN	DOWNTOWN CIP - 2ND & 3RD A	12/02/2025	890.58	890.58	01/29/2026
122	DEPARTMENT OF REVENUE	2025.12 ASKIN	DOWNTOWN CIP - 2ND & 3RD A	12/02/2025	1,174.59	1,174.59	01/29/2026
122	DEPARTMENT OF REVENUE	2025.12 ASKIN	DOWNTOWN CIP - 2ND & 3RD A	12/02/2025	1.84	1.84	01/29/2026
	Total DEPARTMENT OF REVENUE:				3,163.60	3,163.60	
FRONTLINE AG SOLUTIONS, LLC							
2516	FRONTLINE AG SOLUTIONS, LL	1291225	COOL GARD	01/13/2026	37.58	37.58	01/29/2026
	Total FRONTLINE AG SOLUTIONS, LLC:				37.58	37.58	
GLATFELTER UNDERWRITING SERVICES INC							
10006	GLATFELTER UNDERWRITING	MTPF2506100	GPNUPF0032354-01	01/16/2026	5,000.00	5,000.00	01/29/2026
	Total GLATFELTER UNDERWRITING SERVICES INC:				5,000.00	5,000.00	
JON M HESSE PC							
10005	JON M HESSE PC	11300	PROFESSIONAL SERVICES	01/23/2026	2,292.06	2,292.06	01/29/2026
	Total JON M HESSE PC:				2,292.06	2,292.06	
KELLEY CREATE							
10006	KELLEY CREATE	41082223	112-3075248-000	01/26/2026	296.95	296.95	01/29/2026
	Total KELLEY CREATE:				296.95	296.95	
KEN'S EQUIPMENT REPAIR, INC							
1390	KEN'S EQUIPMENT REPAIR, IN	65878	THICKNER POLY SKID	12/15/2025	211.30	211.30	01/29/2026
	Total KEN'S EQUIPMENT REPAIR, INC:				211.30	211.30	
KENYON NOBLE							
776	KENYON NOBLE	1084315	PARTS	12/29/2025	120.54	120.54	01/29/2026
776	KENYON NOBLE	1086599	SHOVEL	12/31/2025	78.96	78.96	01/29/2026
776	KENYON NOBLE	1086645	PARTS	12/31/2025	60.50	60.50	01/29/2026
776	KENYON NOBLE	1091138	PREMIX CONCRETE	01/05/2026	21.56	21.56	01/29/2026
776	KENYON NOBLE	1095315	TREATED 2X8-16	01/07/2026	373.38	373.38	01/29/2026
776	KENYON NOBLE	1096270	MORTAR	01/08/2026	33.45	33.45	01/29/2026
776	KENYON NOBLE	1096305	PREMIX CONCRETE	01/08/2026	10.78	10.78	01/29/2026
776	KENYON NOBLE	1096305	PREMIX CONCRETE	01/08/2026	10.78	10.78	01/29/2026
776	KENYON NOBLE	1105706	SPRUCE PINE	01/14/2026	113.85	113.85	01/29/2026
776	KENYON NOBLE	1108418	SPRUCE PINE	01/16/2026	23.88	23.88	01/29/2026
776	KENYON NOBLE	1114116	PAINT SUPPLIES	01/20/2026	52.35	52.35	01/29/2026
776	KENYON NOBLE	1114498	CORD PLUG	01/20/2026	4.79	4.79	01/29/2026
776	KENYON NOBLE	1118695	PLYWOOD	01/23/2026	21.99	21.99	01/29/2026
776	KENYON NOBLE	1119614	E1 TARPS	01/23/2026	38.97	38.97	01/29/2026
776	KENYON NOBLE	2024.11	FINANCE CHARGE	11/25/2024	29.63	29.63	01/29/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
776	KENYON NOBLE	76795	CREDIT	01/09/2026	33.45-	33.45-	01/29/2026
	Total KENYON NOBLE:				961.96	961.96	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	2320516	WATER	01/20/2026	6.00-	6.00-	01/29/2026
2830	LEHRKIND'S COCA-COLA	2320529	WATER	01/21/2026	55.00	55.00	01/29/2026
2830	LEHRKIND'S COCA-COLA	2320530	WATER	01/20/2026	24.00	24.00	01/29/2026
	Total LEHRKIND'S COCA-COLA:				73.00	73.00	
LIVINGSTON ACE HARDWARE - #122005							
26	LIVINGSTON ACE HARDWARE -	H40322	FERTILIZER SPREADER	12/29/2025	34.99	34.99	01/29/2026
26	LIVINGSTON ACE HARDWARE -	H40376	LIGHT BULBS	12/29/2025	7.18	7.18	01/29/2026
26	LIVINGSTON ACE HARDWARE -	H40390	PAPER TOWEL HOLDER	12/29/2025	19.98	19.98	01/29/2026
26	LIVINGSTON ACE HARDWARE -	H43010	ELECTRICAL TAPE	01/05/2026	30.98	30.98	01/29/2026
26	LIVINGSTON ACE HARDWARE -	H43133	CABLE TIES	01/05/2026	49.98	49.98	01/29/2026
26	LIVINGSTON ACE HARDWARE -	H43150	FASTENERS	01/05/2026	36.33	36.33	01/29/2026
26	LIVINGSTON ACE HARDWARE -	H43330	AIR FILTER	01/06/2026	11.99	11.99	01/29/2026
26	LIVINGSTON ACE HARDWARE -	H43682	AIR FILTERS	01/07/2026	57.96	57.96	01/29/2026
26	LIVINGSTON ACE HARDWARE -	H43689	SPLICE	01/07/2026	33.98	33.98	01/29/2026
26	LIVINGSTON ACE HARDWARE -	H43855	SHOVEL	01/07/2026	29.98	29.98	01/29/2026
26	LIVINGSTON ACE HARDWARE -	H44367	E1 CLEANUP	01/08/2026	58.97	58.97	01/29/2026
26	LIVINGSTON ACE HARDWARE -	H45536	FASTENERS	01/12/2026	3.49	3.49	01/29/2026
26	LIVINGSTON ACE HARDWARE -	H46398	BULBS	01/14/2026	19.99	19.99	01/29/2026
26	LIVINGSTON ACE HARDWARE -	H46539	SUPPLIES	01/15/2026	27.97	27.97	01/29/2026
26	LIVINGSTON ACE HARDWARE -	H48481	SURGE PROTECTOR	01/20/2026	39.97	39.97	01/29/2026
26	LIVINGSTON ACE HARDWARE -	H48763	KEYS	01/21/2026	83.86	83.86	01/29/2026
26	LIVINGSTON ACE HARDWARE -	H49093	FASTENERS	01/22/2026	.84	.84	01/29/2026
26	LIVINGSTON ACE HARDWARE -	X72637	STORAGE TOTE	01/13/2026	61.97	61.97	01/29/2026
26	LIVINGSTON ACE HARDWARE -	X72647	BULBS	01/14/2026	23.98	23.98	01/29/2026
26	LIVINGSTON ACE HARDWARE -	X72652	KEYS	01/14/2026	79.86	79.86	01/29/2026
26	LIVINGSTON ACE HARDWARE -	X72719	BIT SET	01/15/2026	19.99	19.99	01/29/2026
	Total LIVINGSTON ACE HARDWARE - #122005:				734.24	734.24	
LOGAN LANDFILL							
10007	LOGAN LANDFILL	123631	DUMP FEES	01/20/2026	1,533.00	1,533.00	01/29/2026
10007	LOGAN LANDFILL	123657	DUMP FEES	01/21/2026	1,915.00	1,915.00	01/29/2026
	Total LOGAN LANDFILL:				3,448.00	3,448.00	
MASTERCARD							
3184	MASTERCARD	2025_10 MILL	LAPTOP POWER CORD	12/01/2025	41.19	41.19	12/08/2025
3184	MASTERCARD	2025_10 MILL	TRAVEL - HOTEL	12/01/2025	487.84	487.84	12/08/2025
3184	MASTERCARD	2025_11 CHAB	RFIRE-OPS-ACCOUNTABILITY T	12/01/2025	19.29	19.29	12/08/2025
3184	MASTERCARD	2025_11 CHAB	EMS-CAPITAL-RESCUE EQUIP	12/01/2025	2,315.89	2,315.89	12/08/2025
3184	MASTERCARD	2025_11 CHAB	EMS-OPS-AWARDS	12/01/2025	49.95	49.95	12/08/2025
3184	MASTERCARD	2025_11 CHAB	EMS-TRAINING-RESCUE BOOK	12/01/2025	825.00	825.00	12/08/2025
3184	MASTERCARD	2025_11 CHAB	EMS-OPS-AWARDS	12/01/2025	229.95	229.95	12/08/2025
3184	MASTERCARD	2025_11 CHAB	EMS-MEALS-THANKSGIVING D	12/01/2025	122.93	122.93	12/08/2025
3184	MASTERCARD	2025_11 CHAB	EMS-OFFICE-TABLE MOBILE C	12/01/2025	36.08	36.08	12/08/2025
3184	MASTERCARD	2025_11 CHAB	EMS-OFFICE- TABLE CHABALO	12/01/2025	549.99	549.99	12/08/2025
3184	MASTERCARD	2025_11 DEMA	LFR CHRISTMAS CARDS	12/01/2025	80.84	80.84	12/08/2025
3184	MASTERCARD	2025_11 DEMA	LPD CITIZENS ACADEMY CERTI	12/01/2025	26.95	26.95	12/08/2025
3184	MASTERCARD	2025_11 DEMA	4 PACK CRAYONS FOR CHRIST	12/01/2025	62.36	62.36	12/08/2025
3184	MASTERCARD	2025_11 DEMA	FIRE SAFETY COLORING BOOK	12/01/2025	477.27	477.27	12/08/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2025_11 DEMA	CANDY CANES, FIRE DEPARTM	12/01/2025	179.68	179.68	12/08/2025
3184	MASTERCARD	2025_11 DEMA	CHATGPT SUBSCRIPTION	12/01/2025	20.00	20.00	12/08/2025
3184	MASTERCARD	2025_11 DEMA	RETURN WRONG SIZE SWAG	12/01/2025	99.90-	99.90-	12/08/2025
3184	MASTERCARD	2025_11 DEMA	SWAG BAGS FOR CHRISTMAS	12/01/2025	58.60	58.60	12/08/2025
3184	MASTERCARD	2025_11 DEMA	PAPER SHREDDER FOR PATRO	12/01/2025	149.99	149.99	12/08/2025
3184	MASTERCARD	2025_11 FETT	ANIMAL LICENSE POSTCARDS	12/01/2025	91.60	91.60	12/08/2025
3184	MASTERCARD	2025_11 FETT	ANIMAL LICENSE POSTCARDS	12/01/2025	64.12	64.12	12/08/2025
3184	MASTERCARD	2025_11 FETT	ANIMAL LICENSE POSTCARDS	12/01/2025	146.56	146.56	12/08/2025
3184	MASTERCARD	2025_11 FETT	OFFICE SUPPLIES	12/01/2025	55.94	55.94	12/08/2025
3184	MASTERCARD	2025_11 FETT	HAND TOWELS	12/01/2025	44.99	44.99	12/08/2025
3184	MASTERCARD	2025_11 FETT	ANIMAL LICENSE POSTCARDS	12/01/2025	9.16-	9.16-	12/08/2025
3184	MASTERCARD	2025_11 FETT	ANIMAL LICENSE POSTCARDS	12/01/2025	9.16-	9.16-	12/08/2025
3184	MASTERCARD	2025_11 FETT	PARKING SIGNS	12/01/2025	44.99	44.99	12/08/2025
3184	MASTERCARD	2025_11 FETT	ANIMAL LICENSE POSTCARDS	12/01/2025	27.48-	27.48-	12/08/2025
3184	MASTERCARD	2025_11 FETT	ANIMAL LICENSE POSTCARDS	12/01/2025	18.32-	18.32-	12/08/2025
3184	MASTERCARD	2025_11 FETT	ANIMAL LICENSE POSTCARDS	12/01/2025	9.16-	9.16-	12/08/2025
3184	MASTERCARD	2025_11 FETT	ANIMAL LICENSE POSTCARDS	12/01/2025	36.64-	36.64-	12/08/2025
3184	MASTERCARD	2025_11 FETT	ANIMAL LICENSE POSTCARDS	12/01/2025	18.32-	18.32-	12/08/2025
3184	MASTERCARD	2025_11 FETT	ANIMAL LICENSE POSTCARDS	12/01/2025	27.48-	27.48-	12/08/2025
3184	MASTERCARD	2025_11 FETT	INTERVIEW LUNCH	12/01/2025	31.80	31.80	12/08/2025
3184	MASTERCARD	2025_11 FETT	UTILITY CART	12/01/2025	104.67	104.67	12/08/2025
3184	MASTERCARD	2025_11 FETT	TRASH CANS	12/01/2025	19.99	19.99	12/08/2025
3184	MASTERCARD	2025_11 FETT	UTILITY CART	12/01/2025	104.67-	104.67-	12/08/2025
3184	MASTERCARD	2025_11 FETT	MCRT SUPPLIES	12/01/2025	48.47	48.47	12/08/2025
3184	MASTERCARD	2025_11 FETT	CLASSIFICATION FOLDERS	12/01/2025	41.98	41.98	12/08/2025
3184	MASTERCARD	2025_11 FETT	OFFICE SUPPLIES	12/01/2025	77.51	77.51	12/08/2025
3184	MASTERCARD	2025_11 GAGE	MONTHLY SUBSCRIPTION (MAI	12/01/2025	60.00	60.00	12/08/2025
3184	MASTERCARD	2025_11 GAGE	HOLIDAY DECORATIONS	12/01/2025	217.96	217.96	12/08/2025
3184	MASTERCARD	2025_11 GAGE	MONTHLY SUBSCRIPTION (CHA	12/01/2025	20.00	20.00	12/08/2025
3184	MASTERCARD	2025_11 GAGE	LUNCH FOR MEETING	12/01/2025	45.00	45.00	12/08/2025
3184	MASTERCARD	2025_11 GAGE	EMPLOYEE APPRECIATION	12/01/2025	500.00	500.00	12/08/2025
3184	MASTERCARD	2025_11 GAGE	EMPLOYEE APPRECIATION	12/01/2025	500.00	500.00	12/08/2025
3184	MASTERCARD	2025_11 GAGE	MONTHLY SUBSCRIPTION (ZO	12/01/2025	40.00	40.00	12/08/2025
3184	MASTERCARD	2025_11 GILB	EMS-PT SUPPLY-EZ IO NEEDLE	12/01/2025	422.87	422.87	12/08/2025
3184	MASTERCARD	2025_11 GILB	EMS-OPS-MOTOROLA BATTERI	12/01/2025	281.70	281.70	12/08/2025
3184	MASTERCARD	2025_11 GILB	EMS-OPS-AWARDS	12/01/2025	159.56	159.56	12/08/2025
3184	MASTERCARD	2025_11 GLAS	FAX	12/01/2025	34.99	34.99	12/08/2025
3184	MASTERCARD	2025_11 GLAS	TRANSACTION FEE	12/01/2025	.31	.31	12/08/2025
3184	MASTERCARD	2025_11 GRAD	POSTAGE TO 01752; 40475	12/01/2025	8.50	8.50	12/08/2025
3184	MASTERCARD	2025_11 GRAD	USB C FLASH DRIVE 16GB 10 P	12/01/2025	34.02	34.02	12/08/2025
3184	MASTERCARD	2025_11 GRAD	POSTAGE TO 43230; 59479	12/01/2025	9.92	9.92	12/08/2025
3184	MASTERCARD	2025_11 GRAD	20 REAMS 8.5X11	12/01/2025	107.96	107.96	12/08/2025
3184	MASTERCARD	2025_11 GRAD	POSTAGE TO 67213; 60515	12/01/2025	10.63	10.63	12/08/2025
3184	MASTERCARD	2025_11 GRAD	DOMAIN RENEWAL	12/01/2025	16.18	16.18	12/08/2025
3184	MASTERCARD	2025_11 GRAD	PLANNER PAGE FINDER	12/01/2025	6.29	6.29	12/08/2025
3184	MASTERCARD	2025_11 GRAD	POSTAGE TO 95521	12/01/2025	4.96	4.96	12/08/2025
3184	MASTERCARD	2025_11 GRAD	LAPTOP STAND	12/01/2025	38.99	38.99	12/08/2025
3184	MASTERCARD	2025_11 GRAD	POSTAGE TO 60625; 60193	12/01/2025	8.50	8.50	12/08/2025
3184	MASTERCARD	2025_11 GRAD	WINTER CHANGEOVER	12/01/2025	115.96	115.96	12/08/2025
3184	MASTERCARD	2025_11 GRAD	POSTAGE TO 86011; 28035; 207	12/01/2025	19.13	19.13	12/08/2025
3184	MASTERCARD	2025_11 GRAD	POSTAGE TO 56321; 33181	12/01/2025	9.21	9.21	12/08/2025
3184	MASTERCARD	2025_11 GRAD	POSTAGE TO 59812	12/01/2025	4.25	4.25	12/08/2025
3184	MASTERCARD	2025_11 GRAD	SUBSCRIPTION	12/01/2025	194.97	194.97	12/08/2025
3184	MASTERCARD	2025_11 GRAD	POSTAGE TO 32301; 40769	12/01/2025	8.50	8.50	12/08/2025
3184	MASTERCARD	2025_11 HAPP	Postage	12/01/2025	312.00	312.00	12/08/2025
3184	MASTERCARD	2025_11 HARD	OFFICE SUPPLIES	12/01/2025	30.98	30.98	12/08/2025
3184	MASTERCARD	2025_11 HARD	PBT MOUTHPIECES	12/01/2025	94.50	94.50	12/08/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2025_11 HEDG	ANNUAL MEMBERSHIP FOR NA	12/01/2025	25.00	25.00	12/08/2025
3184	MASTERCARD	2025_11 HEDG	2 HEAVY DUTY LEASHES, 2 CH	12/01/2025	73.95	73.95	12/08/2025
3184	MASTERCARD	2025_11 HOFF	Aircard for engine one	12/01/2025	39.00	39.00	12/08/2025
3184	MASTERCARD	2025_11 HOFF	Transaction Fee	12/01/2025	.35	.35	12/08/2025
3184	MASTERCARD	2025_11 HOFF	Starlink Internet	12/01/2025	165.00	165.00	12/08/2025
3184	MASTERCARD	2025_11 KINNI	CALENDARS	12/01/2025	15.14	15.14	12/08/2025
3184	MASTERCARD	2025_11 KINNI	CALENDARS	12/01/2025	15.14	15.14	12/08/2025
3184	MASTERCARD	2025_11 KINNI	CALENDARS	12/01/2025	15.14	15.14	12/08/2025
3184	MASTERCARD	2025_11 KINNI	CALENDARS	12/01/2025	15.15	15.15	12/08/2025
3184	MASTERCARD	2025_11 KINNI	CALENDARS	12/01/2025	20.34	20.34	12/08/2025
3184	MASTERCARD	2025_11 KINNI	CALENDARS	12/01/2025	10.17	10.17	12/08/2025
3184	MASTERCARD	2025_11 KINNI	EMPLOYEE APPRECIATION	12/01/2025	141.75	141.75	12/08/2025
3184	MASTERCARD	2025_11 KINNI	EMPLOYEE APPRECIATION	12/01/2025	141.75	141.75	12/08/2025
3184	MASTERCARD	2025_11 KINNI	EMPLOYEE APPRECIATION	12/01/2025	141.75	141.75	12/08/2025
3184	MASTERCARD	2025_11 KINNI	EMPLOYEE APPRECIATION	12/01/2025	141.75	141.75	12/08/2025
3184	MASTERCARD	2025_11 MILLE	INTEREST	12/01/2025	9.06	9.06	12/08/2025
3184	MASTERCARD	2025_11 MILLE	TRAVEL - AIRLINE TICKET	12/01/2025	493.36	493.36	12/08/2025
3184	MASTERCARD	2025_11 PIER	EMS-TRAINING-TV REPLACEM	12/01/2025	247.99	247.99	12/08/2025
3184	MASTERCARD	2025_11 PIER	EMS-DUES-MT HEALTH DEPT E	12/01/2025	37.63	37.63	12/08/2025
3184	MASTERCARD	2025_11 PIER	EMS-OPS-ECG MONITOR CABL	12/01/2025	467.10	467.10	12/08/2025
3184	MASTERCARD	2025_11 PURK	POSTAGE	12/01/2025	17.03	17.03	12/08/2025
3184	MASTERCARD	2025_11 PURK	BALLISTIC PLATES	12/01/2025	2,570.30	2,570.30	12/08/2025
3184	MASTERCARD	2025_11 PURK	MEDWRITE	12/01/2025	5,169.02	5,169.02	12/08/2025
3184	MASTERCARD	2025_11 PURK	PLATE CARRIERS	12/01/2025	1,111.50	1,111.50	12/08/2025
3184	MASTERCARD	2025_11 RUBI	DOT TRAINING - RUSS MASSE	12/01/2025	51.75	51.75	12/08/2025
3184	MASTERCARD	2025_11 RUBI	DOT TRAINING - CHRISTOPHE	12/01/2025	51.75	51.75	12/08/2025
3184	MASTERCARD	2025_11 RUBI	DEFENSIVE DRIVING CLASS LU	12/01/2025	39.17	39.17	12/08/2025
3184	MASTERCARD	2025_11 RUBI	DEFENSIVE DRIVING CLASS LU	12/01/2025	87.74	87.74	12/08/2025
3184	MASTERCARD	2025_11 RUBI	CHRISTMAS PARTY SUPPLIES -	12/01/2025	61.60	61.60	12/08/2025
3184	MASTERCARD	2025_11 SEVE	MONTHLY SUBSCRIPTION	12/01/2025	56.59	56.59	12/08/2025
3184	MASTERCARD	2025_11 SKAG	TIRE PRSSURE GAUGE	12/01/2025	19.99	19.99	12/08/2025
3184	MASTERCARD	2025_11 SKAG	SOCKET TOOL SET	12/01/2025	69.50	69.50	12/08/2025
3184	MASTERCARD	2025_11 SKAG	SAFETY SUNGLASSES	12/01/2025	44.70	44.70	12/08/2025
3184	MASTERCARD	2025_11 SKAG	SNOW BLADE MARKERS	12/01/2025	39.99	39.99	12/08/2025
3184	MASTERCARD	2025_11 TARR	BANNER	12/01/2025	78.00	78.00	12/08/2025
3184	MASTERCARD	2025_11 TARR	RECREATION ACCESS: MAGGI	12/01/2025	179.46	179.46	12/08/2025
3184	MASTERCARD	2025_11 TARR	PUBLIC WORKS ACCESS: SAM	12/01/2025	22.43	22.43	12/08/2025
3184	MASTERCARD	2025_11 TARR	PUBLIC WORKS ACCESS: SAM	12/01/2025	22.43	22.43	12/08/2025
3184	MASTERCARD	2025_11 TARR	PUBLIC WORKS ACCESS: SAM	12/01/2025	22.43	22.43	12/08/2025
3184	MASTERCARD	2025_11 TARR	PUBLIC WORKS ACCESS: SAM	12/01/2025	22.44	22.44	12/08/2025
3184	MASTERCARD	2025_11 TARR	CITY ADMINISTRATION ACCES	12/01/2025	89.73	89.73	12/08/2025
3184	MASTERCARD	2025_11 TARR	PRINT MATERIAL	12/01/2025	127.00	127.00	12/08/2025
3184	MASTERCARD	2025_11 TARR	MAILED MATERIAL	12/01/2025	6.01	6.01	12/08/2025
3184	MASTERCARD	2025_11 TARR	PROGRAMMING MATERIALS	12/01/2025	105.50	105.50	12/08/2025
3184	MASTERCARD	2025_11 TARR	OFFICE SUPPLIES	12/01/2025	62.65	62.65	12/08/2025
3184	MASTERCARD	2025_11 TARR	OFFICE SUPPLIES	12/01/2025	16.48	16.48	12/08/2025
3184	MASTERCARD	2025_11 TARR	PARENTS NIGHT OUT	12/01/2025	113.00	113.00	12/08/2025
3184	MASTERCARD	2025_11 TARR	PARENTS NIGHT OUT	12/01/2025	7.35	7.35	12/08/2025
3184	MASTERCARD	2025_11 TARR	HOLIDAY DECORATIONS	12/01/2025	42.05	42.05	12/08/2025
3184	MASTERCARD	2025_11 TARR	HOLIDAY MARKET BANNERS	12/01/2025	145.00	145.00	12/08/2025
3184	MASTERCARD	2025_11 TARR	SANTA'S VILLAGE CRAFT SUPP	12/01/2025	263.12	263.12	12/08/2025
3184	MASTERCARD	2025_11 TARR	SAFESITTER	12/01/2025	6.29	6.29	12/08/2025
3184	MASTERCARD	2025_11 TARR	SANTA'S VILLAGE CRAFT SUPP	12/01/2025	235.91	235.91	12/08/2025
3184	MASTERCARD	2025_11 TARR	SANTA'S VILLAGE CRAFT SUPP	12/01/2025	183.09	183.09	12/08/2025
3184	MASTERCARD	2025_11 TARR	OPERATIONS	12/01/2025	20.00	20.00	12/08/2025
3184	MASTERCARD	2025_11 TARR	OPERATIONS	12/01/2025	10.50	10.50	12/08/2025
3184	MASTERCARD	2025_11 TARR	SANTA'S VILLAGE CRAFT SUPP	12/01/2025	35.03	35.03	12/08/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2025_11 TIDW	FILTERS	12/01/2025	116.70	116.70	12/08/2025
3184	MASTERCARD	2025_11 TIDW	SPLITTER	12/01/2025	65.97	65.97	12/08/2025
3184	MASTERCARD	2025_11 TIDW	CASTER SET	12/01/2025	78.55	78.55	12/08/2025
3184	MASTERCARD	2025_11 TIDW	STAMP	12/01/2025	26.98	26.98	12/08/2025
3184	MASTERCARD	2025_11 TIDW	YOGA 14""R7	12/01/2025	749.99	749.99	12/08/2025
3184	MASTERCARD	2025_11 TIDW	GROMMET SEAL	12/01/2025	61.98	61.98	12/08/2025
3184	MASTERCARD	2025_11 TIDW	STAMP	12/01/2025	18.99	18.99	12/08/2025
3184	MASTERCARD	2025_11 TIDW	TRAINING	12/01/2025	225.00	225.00	12/08/2025
3184	MASTERCARD	2025_11 TIDW	TRAINING	12/01/2025	450.00	450.00	12/08/2025
3184	MASTERCARD	2025_11 TIDW	TRAINING	12/01/2025	225.00	225.00	12/08/2025
3184	MASTERCARD	2025_11 TIDW	TRAINING	12/01/2025	450.00	450.00	12/08/2025
3184	MASTERCARD	2025_11 TIDW	FRAUD	12/01/2025	1,796.70	1,796.70	12/08/2025
3184	MASTERCARD	2025_11 TOW	TRAINING	12/01/2025	225.00	225.00	12/08/2025
3184	MASTERCARD	2025_11 TOW	WATER	12/01/2025	8.99	8.99	12/08/2025
3184	MASTERCARD	2025_11 TOW		12/01/2025	8.99	8.99	12/08/2025
3184	MASTERCARD	2025_11 TOW	PHYSICAL	12/01/2025	125.00	125.00	12/08/2025
3184	MASTERCARD	2025_11 TOW	BOLLARD W/FLUSH	12/01/2025	390.95	390.95	12/08/2025
3184	MASTERCARD	2025_11 TOW		12/01/2025	390.95	390.95	12/08/2025
3184	MASTERCARD	2025_11 TOW	DIAMOND BLADE	12/01/2025	167.00	167.00	12/08/2025
3184	MASTERCARD	2025_11 TOW	DISCONNECT SWITCH	12/01/2025	53.97	53.97	12/08/2025
3184	MASTERCARD	2025_11 TOW	LONG PINS	12/01/2025	29.95	29.95	12/08/2025
3184	MASTERCARD	2025_11 TOW	CIRCULAR SAW	12/01/2025	24.99	24.99	12/08/2025
3184	MASTERCARD	2025_11 TOW	INNER FLANGE	12/01/2025	28.88	28.88	12/08/2025
3184	MASTERCARD	2025_11 TOW	BUCKET TEETH	12/01/2025	60.64	60.64	12/08/2025
Total MASTERCARD:					28,668.19	28,668.19	
MISC							
99999	MISC	2026.02.09	RECORDS REQUEST	02/09/2026	3.00	3.00	02/09/2026
99999	MISC	TK2025-0027.3	JURY DUTY	01/26/2026	12.00	12.00	02/10/2026
99999	MISC	TK2025-0227.1	JURY DUTY	01/26/2026	12.00	12.00	02/10/2026
99999	MISC	TK2025-0227.1	JURY DUTY	01/26/2026	12.00	12.00	02/10/2026
99999	MISC	TK2025-0227.1	JURY DUTY	01/26/2026	12.00	12.00	02/10/2026
99999	MISC	TK2025-0227.1	JURY DUTY	01/26/2026	12.00	12.00	02/10/2026
99999	MISC	TK2025-0227.1	JURY DUTY	01/26/2026	12.00	12.00	02/10/2026
99999	MISC	TK2025-0227.1	JURY DUTY	01/26/2026	12.00	12.00	02/10/2026
99999	MISC	TK2025-0227.1	JURY DUTY	01/26/2026	12.00	12.00	02/10/2026
99999	MISC	TK2025-0227.1	JURY DUTY	01/26/2026	12.00	12.00	02/10/2026
99999	MISC	TK2025-0227.1	JURY DUTY	01/26/2026	12.00	12.00	02/10/2026
99999	MISC	TK2025-0227.2	JURY DUTY	01/26/2026	12.00	12.00	02/10/2026
99999	MISC	TK2025-0227.4	JURY DUTY	01/26/2026	12.00	12.00	02/10/2026
99999	MISC	TK2025-0227.5	JURY DUTY	01/26/2026	12.00	12.00	02/10/2026
99999	MISC	TK2025-0227.6	JURY DUTY	01/26/2026	12.00	12.00	02/10/2026
99999	MISC	TK2025-0227.7	JURY DUTY	01/26/2026	12.00	12.00	02/10/2026
99999	MISC	TK2025-0227.8	JURY DUTY	01/26/2026	12.00	12.00	02/10/2026
99999	MISC	TK2025-0227.9	JURY DUTY	01/26/2026	12.00	12.00	02/10/2026
99999	MISC	TK2025-0249.6	RESTITUTION	02/09/2026	290.00	290.00	02/10/2026
Total MISC:					497.00	497.00	
MONTANA LAW ENFORCEMENT ACADEM							
925	MONTANA LAW ENFORCEMENT	25484	SARAH ANDRES	01/15/2026	390.00	390.00	01/29/2026
Total MONTANA LAW ENFORCEMENT ACADEM:					390.00	390.00	
MONTANA LINEN SUPPLY LLC							
10007	MONTANA LINEN SUPPLY LLC	557490	MATS 220 E PARK	01/23/2026	126.95	126.95	01/29/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10007	MONTANA LINEN SUPPLY LLC	557493	MATS 330 BENNETT	01/23/2026	26.31	26.31	01/29/2026
10007	MONTANA LINEN SUPPLY LLC	557493	MATS 330 BENNETT	01/23/2026	26.31	26.31	01/29/2026
10007	MONTANA LINEN SUPPLY LLC	557493	MATS 330 BENNETT	01/23/2026	26.31	26.31	01/29/2026
10007	MONTANA LINEN SUPPLY LLC	557493	MATS 330 BENNETT	01/23/2026	26.32	26.32	01/29/2026
Total MONTANA LINEN SUPPLY LLC:					232.20	232.20	
MONTANA STATE UNIVERSITY OFFICE OF SPONS							
10007	MONTANA STATE UNIVERSITY	WB467-3	CURB EXTENSIONS WTI	11/30/2025	8,138.00	8,138.00	01/29/2026
Total MONTANA STATE UNIVERSITY OFFICE OF SPONS:					8,138.00	8,138.00	
MURDOCH'S RANCH & HOME SUPPLY							
3688	MURDOCH'S RANCH & HOME S	INV-019477376	GAS CANS	01/06/2026	113.97	113.97	01/29/2026
3688	MURDOCH'S RANCH & HOME S	INV-019599487	ROPE RATCHET	01/14/2026	47.44	47.44	01/29/2026
3688	MURDOCH'S RANCH & HOME S	INV-019726422	SUPPLIES	01/22/2026	84.96	84.96	01/29/2026
Total MURDOCH'S RANCH & HOME SUPPLY:					246.37	246.37	
NORTHWESTERN ENERGY							
151	NORTHWESTERN ENERGY	0107897-1 202	228 W CALLENDER ST	01/12/2026	1,251.69	1,251.69	01/29/2026
151	NORTHWESTERN ENERGY	0708370-2 202	8th & Park Sprinklers	01/20/2026	22.45	22.45	02/10/2026
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	01/15/2026	414.94	414.94	02/06/2026
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	01/15/2026	414.95	414.95	02/06/2026
151	NORTHWESTERN ENERGY	0709794-2 202	WRF 316 Bennett	01/08/2026	2,080.68	2,080.68	02/06/2026
151	NORTHWESTERN ENERGY	0709796-7 202	97 View Vista Drive	01/15/2026	22.05	22.05	02/06/2026
151	NORTHWESTERN ENERGY	0709869-2 202	Carol Lane	01/15/2026	141.54	141.54	02/06/2026
151	NORTHWESTERN ENERGY	0709870-0 202	G Street Park - 422 S G	01/15/2026	90.87	90.87	02/06/2026
151	NORTHWESTERN ENERGY	0709871-8 202	Star Addition - Lights	01/15/2026	326.60	326.60	02/06/2026
151	NORTHWESTERN ENERGY	0709873-4 202	800 W Cambridge - Pump Station	01/15/2026	41.91	41.91	02/06/2026
151	NORTHWESTERN ENERGY	0709874-2 202	Werner Addition Pump	01/09/2026	149.47	149.47	02/06/2026
151	NORTHWESTERN ENERGY	0709875-9 202	900 River Drive Pump	01/09/2026	3,158.76	3,158.76	02/06/2026
151	NORTHWESTERN ENERGY	0709876-7 202	132 South B Street - B St Well	01/12/2026	1,672.91	1,672.91	02/06/2026
151	NORTHWESTERN ENERGY	0709877-5 202	200 E Reservoir (north side hill)	01/20/2026	1,035.65	1,035.65	02/10/2026
151	NORTHWESTERN ENERGY	0709878-3 202	227 River Drive - Concessions sta	01/12/2026	362.06	362.06	02/06/2026
151	NORTHWESTERN ENERGY	0709879-1 202	227 River Drive - Softball Field	01/12/2026	32.00	32.00	02/06/2026
151	NORTHWESTERN ENERGY	0709880-9 202	200 River Drive - Pool	01/20/2026	206.41	206.41	02/10/2026
151	NORTHWESTERN ENERGY	0709881-7 202	229 River Drive - Civic Center	01/20/2026	1,392.50	1,392.50	02/10/2026
151	NORTHWESTERN ENERGY	0709882-5 202	229 River Drive - Pump Civic Cent	01/20/2026	27.79	27.79	02/10/2026
151	NORTHWESTERN ENERGY	0709891-6 202	15 Fleshman Creek-Cemetery Wo	01/15/2026	168.44	168.44	02/06/2026
151	NORTHWESTERN ENERGY	0709892-4 202	40 Water Tower Avenue	01/15/2026	67.29	67.29	02/06/2026
151	NORTHWESTERN ENERGY	0709894-0 202	56 Water Tower	01/08/2026	639.83	639.83	02/06/2026
151	NORTHWESTERN ENERGY	0709914-6 202	1011 River Dr - Edge Water Sewe	01/09/2026	57.60	57.60	02/06/2026
151	NORTHWESTERN ENERGY	0719058-0 202	3 Rogers Lane Lift Station	01/09/2026	79.55	79.55	02/06/2026
151	NORTHWESTERN ENERGY	0719271-9 202	601 Robin Lane - Well	01/20/2026	2,265.31	2,265.31	02/10/2026
151	NORTHWESTERN ENERGY	0719272-7 202	4 Billman Lane - Well	01/20/2026	2,189.65	2,189.65	02/10/2026
151	NORTHWESTERN ENERGY	0719358-4 202	Street Lights - Livingston	01/20/2026	2,950.30	2,950.30	02/10/2026
151	NORTHWESTERN ENERGY	0719373-3 202	229 River Drive	01/20/2026	24.54	24.54	02/10/2026
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	01/08/2026	391.49	391.49	02/06/2026
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	01/08/2026	391.49	391.49	02/06/2026
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	01/08/2026	391.50	391.50	02/06/2026
151	NORTHWESTERN ENERGY	0720113-0 202	229 River Drive - CC Building	01/20/2026	217.15	217.15	02/10/2026
151	NORTHWESTERN ENERGY	0720122-1 202	400 North M	01/20/2026	12.55	12.55	02/10/2026
151	NORTHWESTERN ENERGY	0720176-7 202	Weimer Park	01/15/2026	47.48	47.48	02/06/2026
151	NORTHWESTERN ENERGY	0802599-1 202	608 W Chinook	01/20/2026	44.09	44.09	02/10/2026
151	NORTHWESTERN ENERGY	0933715-5 202	710 W Callender	01/20/2026	23.72	23.72	02/10/2026
151	NORTHWESTERN ENERGY	1134866-1 202	N 2nd & Montana & Chinook	01/15/2026	71.01	71.01	02/06/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	1134879-4 202	N 7th & Montana & Chinook	01/15/2026	40.95	40.95	02/06/2026
151	NORTHWESTERN ENERGY	1155965-5 202	229 River Drive	01/15/2026	22.05	22.05	02/06/2026
151	NORTHWESTERN ENERGY	1290352-2 202	School Flasher Park & 13th	01/15/2026	11.58	11.58	02/06/2026
151	NORTHWESTERN ENERGY	1441030-2 202	D & Geyser Well House	01/12/2026	1,895.80	1,895.80	02/06/2026
151	NORTHWESTERN ENERGY	1452951-5 202	Starlow on Monroe	01/09/2026	117.21	117.21	02/06/2026
151	NORTHWESTERN ENERGY	1493850-0 202	412 W Callender	01/15/2026	76.67	76.67	02/06/2026
151	NORTHWESTERN ENERGY	1498936-2 202	I90 & 89S-ing	01/15/2026	22.32	22.32	02/06/2026
151	NORTHWESTERN ENERGY	1594141-2 202	9th & 10th Lift Station	01/09/2026	60.86	60.86	02/06/2026
151	NORTHWESTERN ENERGY	1613803-4 202	M & N on Callender	01/15/2026	50.11	50.11	02/06/2026
151	NORTHWESTERN ENERGY	1728687-3 202	Transfer Station 408 Bennett Stre	01/08/2026	464.49	464.49	02/06/2026
151	NORTHWESTERN ENERGY	1747570-8 202	D & E on Callender	01/15/2026	15.71	15.71	02/06/2026
151	NORTHWESTERN ENERGY	1747572-4 202	F & G on Callender	01/15/2026	16.75	16.75	02/06/2026
151	NORTHWESTERN ENERGY	1893530-4 202	600 W Park	01/15/2026	54.82	54.82	02/06/2026
151	NORTHWESTERN ENERGY	1893536-1 202	E Street & Alley	01/15/2026	22.89	22.89	02/06/2026
151	NORTHWESTERN ENERGY	1893541-1 202	18 W Park	01/15/2026	134.95	134.95	02/06/2026
151	NORTHWESTERN ENERGY	1906055-7 202	815 North 13th - Soccer Fields (Irr	01/15/2026	23.98	23.98	02/06/2026
151	NORTHWESTERN ENERGY	2023479-5 202	900 W Geyser Street School Light	01/15/2026	22.57	22.57	02/06/2026
151	NORTHWESTERN ENERGY	2023484-5 202	1100 W Geyser Street School Lig	01/15/2026	22.45	22.45	02/06/2026
151	NORTHWESTERN ENERGY	2114861-4 202	132 South B Street Lights	01/15/2026	176.64	176.64	02/06/2026
151	NORTHWESTERN ENERGY	2138754-3 202	G Street Park - Mike Webb Park	01/16/2026	22.05	22.05	02/06/2026
151	NORTHWESTERN ENERGY	2171060-3 202	Scale House 408 Bennett Street	01/15/2026	91.64	91.64	02/06/2026
151	NORTHWESTERN ENERGY	3015965-1 202	330 Bennett - Fire Training Center	01/15/2026	149.78	149.78	02/06/2026
151	NORTHWESTERN ENERGY	3093003-6 202	114 West Summit	01/15/2026	26.13	26.13	02/06/2026
151	NORTHWESTERN ENERGY	3093023-4 202	320 North Main	01/15/2026	8.88	8.88	02/06/2026
151	NORTHWESTERN ENERGY	3093027-5 202	105 West Park	01/15/2026	60.12	60.12	02/06/2026
151	NORTHWESTERN ENERGY	3141997-1 202	C & D on Lewis	01/15/2026	17.02	17.02	02/06/2026
151	NORTHWESTERN ENERGY	3184602-5 202	202 South 2nd	01/15/2026	42.52	42.52	02/06/2026
151	NORTHWESTERN ENERGY	3210240-2 202	616 River Drive	01/15/2026	22.17	22.17	02/06/2026
151	NORTHWESTERN ENERGY	3258086-2 202	2800 East Park Lift Station	01/15/2026	358.09	358.09	02/06/2026
151	NORTHWESTERN ENERGY	3258262-9 202	320 Alpenglow Lift Station	01/08/2026	256.54	256.54	02/06/2026
151	NORTHWESTERN ENERGY	3267010-1 202	330 Bennett - Compactor	01/08/2026	199.22	199.22	02/06/2026
151	NORTHWESTERN ENERGY	3287727-6 202	320 Alpenglow LN-	01/15/2026	45.03	45.03	02/06/2026
151	NORTHWESTERN ENERGY	3386783-9 202	Btwn G and H on Clark	01/15/2026	32.38	32.38	02/06/2026
151	NORTHWESTERN ENERGY	3386845-6 202	Btwn I and K on Callender	01/15/2026	33.87	33.87	02/06/2026
151	NORTHWESTERN ENERGY	3386846-4 202	Btwn 7th and 8th on Summit	01/15/2026	12.02	12.02	02/06/2026
151	NORTHWESTERN ENERGY	3506014-4 202	Brookstone/Elm	01/15/2026	6.37	6.37	02/06/2026
151	NORTHWESTERN ENERGY	3566038-0 202	114 East Callender	01/15/2026	62.60	62.60	02/06/2026
151	NORTHWESTERN ENERGY	3566039-8 202	115 East Lewis	01/15/2026	55.95	55.95	02/06/2026
151	NORTHWESTERN ENERGY	3585235-9 202	New WRF 316 Bennett	01/08/2026	11,438.34	11,438.34	02/06/2026
151	NORTHWESTERN ENERGY	3643752-3 202	115 East Clark	01/15/2026	66.50	66.50	02/06/2026
151	NORTHWESTERN ENERGY	3643753-1 202	112 East Clark	01/15/2026	67.67	67.67	02/06/2026
151	NORTHWESTERN ENERGY	3678204-3 202	502 River Dr. Pmp	01/12/2026	37.49	37.49	02/06/2026
151	NORTHWESTERN ENERGY	3725873-8 202	340 Bennett	01/15/2026	38.57	38.57	02/06/2026
151	NORTHWESTERN ENERGY	3753023-5 202	410 Bennett Transfer St Shop	01/08/2026	628.67	628.67	02/06/2026
151	NORTHWESTERN ENERGY	3787060-7 202	Green Acres Lights	01/15/2026	83.41	83.41	02/06/2026
151	NORTHWESTERN ENERGY	3787427-8 202	Green Acres	01/15/2026	253.86	253.86	02/06/2026
151	NORTHWESTERN ENERGY	3828216-6 202	203 W Callender	01/15/2026	137.05	137.05	02/06/2026
151	NORTHWESTERN ENERGY	3867654-0 202	2222 Willow Dr. Lt A	01/15/2026	38.47	38.47	02/06/2026
151	NORTHWESTERN ENERGY	3913678-3 202	Green Acres Park -	01/08/2026	32.54	32.54	02/06/2026
151	NORTHWESTERN ENERGY	3950711-6 202	Scenic Drive & Sweetgrass Lane	01/15/2026	71.97	71.97	02/06/2026
151	NORTHWESTERN ENERGY	4094896-0 202	207 Antelope Drive LT (FedEx)	01/09/2026	25.21	25.21	02/06/2026
151	NORTHWESTERN ENERGY	4134094-4 202	200 E Reservoir	01/15/2026	121.31	121.31	02/06/2026
151	NORTHWESTERN ENERGY	4298969-9 202	408 BENNETT AUX	01/08/2026	33.19	33.19	02/06/2026
Total NORTHWESTERN ENERGY:					40,707.65	40,707.65	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PARK COUNTY FRIENDS OF THE ARTS							
10007	PARK COUNTY FRIENDS OF TH	2026.01	WINDOWS	01/27/2026	4,777.29	4,777.29	01/29/2026
Total PARK COUNTY FRIENDS OF THE ARTS:					4,777.29	4,777.29	
PITNEY BOWES							
10001	PITNEY BOWES	1028749854	INK CARTRIDGE	01/06/2026	132.79	132.79	01/26/2026
10001	PITNEY BOWES	2025.12.10	POSTAGE	12/10/2025	1,000.00	1,000.00	12/10/2025
10001	PITNEY BOWES	2025.12.2	POSTAGE	12/02/2025	139.00	139.00	12/02/2025
10001	PITNEY BOWES	2026.01.13	POSTAGE	01/13/2026	1,000.00	1,000.00	01/13/2026
10001	PITNEY BOWES	3321806525	CITY/COUNTY BLDG LEASE	12/19/2025	135.00	135.00	01/27/2026
Total PITNEY BOWES:					2,406.79	2,406.79	
ROCKY MOUNTAIN SUPPLY INC							
10006	ROCKY MOUNTAIN SUPPLY INC	12190	DIESEL 700G	01/15/2026	1,905.69	1,905.69	01/29/2026
Total ROCKY MOUNTAIN SUPPLY INC:					1,905.69	1,905.69	
SARRAZIN, RICH							
10007	SARRAZIN, RICH	2025.12	SANTA SERVICES	01/21/2026	200.00	200.00	01/29/2026
Total SARRAZIN, RICH:					200.00	200.00	
SPECIAL LUBE							
1814	SPECIAL LUBE	224-280-33444	OIL CHANGE	01/22/2026	60.00	60.00	01/29/2026
Total SPECIAL LUBE:					60.00	60.00	
SUBSTRATA							
10006	SUBSTRATA	4703	SOIL STABILIZATION ENZYME	12/29/2025	12,400.00	12,400.00	01/29/2026
Total SUBSTRATA:					12,400.00	12,400.00	
UPS STORE #2420, THE							
292	UPS STORE #2420, THE	2026.1.23	LPD Shipment	01/23/2026	9.87	9.87	01/29/2026
292	UPS STORE #2420, THE	2026.1.24	LPD Shipment	01/24/2026	8.92	8.92	01/29/2026
Total UPS STORE #2420, THE:					18.79	18.79	
USA BLUEBOOK							
1430	USA BLUEBOOK	INV00934147	GLASS FIBER FILTER	01/14/2026	426.27	426.27	01/29/2026
Total USA BLUEBOOK:					426.27	426.27	
WHISTLER TOWING, LLC							
3237	WHISTLER TOWING, LLC	12143	TOWING	01/21/2026	275.00	275.00	01/29/2026
3237	WHISTLER TOWING, LLC	12186	Towing	01/26/2026	275.00	275.00	01/29/2026
Total WHISTLER TOWING, LLC:					550.00	550.00	
WISPWEST.NET							
2087	WISPWEST.NET	539358	INTERNET	01/22/2026	63.51	63.51	01/29/2026
2087	WISPWEST.NET	539358	INTERNET	01/22/2026	85.19	85.19	01/29/2026
Total WISPWEST.NET:					148.70	148.70	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Grand Totals:					502,987.66	502,987.66	

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

File Attachments for Item:

C. AGREEMENT 20245 WITH WESTERN SUSTAINABILITY EXCHANGE FOR 2026 FARMERS MARKET

LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: February 17, 2026

TO: Chair Nootz and City Commissioners

FROM: Grant Gager, City Manager

RE: Approval of Contract 20245 with Western Sustainability Exchange

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Recommendation and Summary

The City Manager is recommending the City Commission approve Contract 20245 with Western Sustainability Exchange for the 2026 Farmers Market. The Commission may do so using the following motion:

"I move to approve Contract 20245 and authorize the City Manager to sign."

The reasons for the recommendation are as follows:

- Western Sustainability Exchange (WSE) has operated the Farmers Market under at 10-year contract that recently expired.
- The WSE has informed the City that it wishes to continue operating the market for another year.

Introduction and History

In June 2016, the City Commission approved Resolution 4670 authorizing a facility use agreement with Western Sustainability Exchange in order to operate a farmers market at the Miles Park Bandshell facility. That 10-year agreement ended after the most recent farmers market season.

Analysis

WSE has indicated to the City that it wishes to continue the farmers market in 2026. Given that, the City and WSE have worked to negotiate a new contract.

Fiscal Impact

The proposed contract includes a weekly fee of $484.00 based on the recently adopted fee schedule and includes:

- $350 for the park rental
- $25 garbage can (2x)
- $3 candlestick cone (8x)

- $15 Traffic barricade (4x)

Strategic Alignment
Strategy 9.2.2.2. which offers that the City should "Continue to provide public space and venues for community events and festivals."

Attachments

- Attachment A: Agreement 20245
- Attachment B: Resolution 4670

FACILITIES AND REAL PROPERTY USE AGREEMENT

THIS FACILITIES AND REAL PROPERTY USE AGREEMENT (this "Agreement") is entered into as of March _____, 2026 (the "Effective Date"), by and between the CITY OF LIVINGSTON (the "CITY"), a municipal corporation and political subdivision of the State of Montana with its principal office located at 220 E. Park Street, Livingston, Montana 59047, and WESTERN SUSTAINABILITY EXCHANGE, INC. “WSE"; and sometimes together with the City, the "Parties"), a Montana public benefit corporation with a mailing address of P. O. Box 1448, Livingston, Montana 59047.

RECITALS

WHEREAS, The CITY owns the real property depicted and described on Exhibit A, as well as the improvements located on and attached to the said real property (the improvements and the real property are collectively referred to in this Agreement as the "Bandshell Property"). The Bandshell Property is located adjacent to Sacajawea Park and the Civic Center in the City of Livingston, Montana; and

WHEREAS, WSE would like to use the Bandshell Property for the uses described in this Agreement; and

WHEREAS, the CITY is amenable to WSE' s use of the Bandshell Property; and

WHEREAS, The Parties desire to enter into an agreement covering the availability and use of the Bandshell Property that defines their respective rights, duties, and obligations with respect to the property, all as more specifically described below.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals**. The above recitals are true and correct and are incorporated into this Agreement as if fully set forth in this Paragraph 1.

2. **Grant**. The CITY hereby grants WSE use of the Bandshell Property on the terms and conditions set forth in this Agreement.

3. **Term**. This agreement shall be effective from the date noted above until September 23, 2026.

4. **Fee**. In exchange for the use granted in this Agreement, WSE agrees to pay to the CITY, without demand, the sum of four hundred and eighty-four and no/100 Dollars ($484.00) for each weekly use, which amount shall be paid on a monthly basis.

5. **Use**. WSE shall be entitled to use and occupy the Bandshell Property for the Farmers' Market. The use shall be allowed every Wednesday during the contract from 12:00 p.m.

to 9:00 p.m. that this Agreement remains in full force and effect. WSE shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, use and preservation of the Bandshell Property during the term of this Agreement.

6. **Alterations**. WSE shall make no alterations to the Bandshell Property or construct any building or make other improvements at the Bandshell Property without prior written consent from the CITY' s Recreation Director. All alterations, changes, and improvements built, constructed, or placed on or at the Bandshell Property by WSE, with the exception of fixtures removable without damage to the premises and moveable personal property, shall, unless otherwise provided by written agreement between CITY and WSE, be the property of CITY and remain on or at the Bandshell Property at the termination of this Agreement.

7. **Other Users**. WSE acknowledges, understands and agrees that during the term of this Agreement other activities and events may be held in or on the Bandshell Property pursuant to other Facilities and Real Property Use Agreements entered into by and between the CITY and third parties. As discussed elsewhere in this Agreement, however, all users of the Bandshell Property will be required to schedule events through the CITY's Parks & Recreation Department to ensure there are no conflicts in scheduling. WSE further agrees to conduct its activities in a way that does not interfere with other users.

8. **Scheduling Specific Activities and Events**. [Intentionally omitted.]

9. **Condition of Bandshell Property**. WSE acknowledges it has examined the Bandshell Property, including the grounds and all buildings and improvements, and agrees they are in good order and repair, and in a safe, clean and usable condition as of the Effective Date.

10. **No Warranties or Representations**. The CITY makes no warranties or representations other than those contained in this Agreement, and the CITY makes no warranties or representations as to the suitability of the Bandshell Property for WSE' s proposed use or uses.

11. **Restroom Facilities**. WSE shall be responsible for the furnishing and placement of adequate portable toilet units at the Bandshell Property. WSE shall not be responsible for placement of portable toilet units during periods in which no organized activities or events are scheduled.

12. **Dangerous Materials**. WSE shall not keep or have on or at the Bandshell Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the damager of fire at the Bandshell Property or that might be considered hazardous or extra hazardous by any responsible insurance company. For

this reason, the CITY will perform a fire inspection of all WSE occupied premises as often as is deemed necessary by the CITY.

13. **Inspection**. WSE agrees that the CITY' s authorized employees, agents, contractors, and the like may enter the Bandshell Property at reasonable times to perform necessary work, maintenance and /or inspections and to make sure WSE is complying with this Agreement.

14. **Concessions**. WSE shall be responsible for operation of any and all concessions, if any, at the Bandshell Property during WSE uses and events. Concessions shall include all food and beverage items as well as any other products or goods to be sold or served during WSE uses and events. If WSE contracts with a third party to provide concessions, the person or entity hired shall carry insurance at the limits stated in Paragraph 23, below, and such policies of insurance shall name the CITY as an additional insured.

15. **Regular Cleaning**. WSE shall clean up the Bandshell Property on a regular basis and deposit all litter and aggregates into appropriate litter collection receptacles provided by the CITY. In addition, WSE shall be responsible for cleaning any and all support buildings and restrooms it utilizes as often as is necessary to provide clean and sanitary facilities for public use.

16. **Hired Services**. WSE may utilize professional maintenance personnel with appropriate skills and equipment to perform the necessary maintenance and cleaning work required by this Agreement. All such professional maintenance personnel shall carry insurance at the limits stated in Paragraph 23, below, and such policies of insurance shall name the CITY as an additional insured. WSE members and volunteers may be used to perform functions that do not require specialized equipment, knowledge or skill.

17. **Vacating**. Upon termination of this Agreement, WSE shall peaceably vacate the Bandshell Property and remove its employees, agents, contractors, guests and invitees and their property from the Bandshell Property so that the Bandshell Property is in the same condition (ordinary wear and tear excepted) as at the Effective Date. WSE agrees to reimburse CITY for any expense CITY incurs in repairing any damage caused by WSE. Any property or items belonging to WSE or its employees, agents, contractors, guests or invitees remaining in or on the Bandshell Property after termination of this Agreement shall be deemed abandoned and may be disposed of by CITY as it sees fit in its sole and absolute discretion.

18. **Termination**. Either the CITY or WSE may terminate this Agreement prior to expiration of its term by providing the other party with fourteen (14) days prior written notice. However, during the time of year WSE is actually using the Bandshell Property, the CITY may only terminate this Agreement if, in its reasonable opinion, WSE or its employees, agents, contractors, guests or invitees fail to comply with a material term of

this Agreement. In the event either party is required to terminate this Agreement, the terminating party shall not be liable in any way for any lost profits or incidental, indirect, special, or consequential damages incurred by the non -terminating party, even if the terminating party is aware of the possibility of such damages.

19. **Compliance with Law**. WSE and its employees, agents, contractors, guest and invitees shall comply with applicable federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the use of the Bandshell Property. WSE and its employees, agents and contractors shall obtain and maintain all permits, licenses and authorizations required by governmental and quasi -governmental agencies.

20. **No Joint Venture**. Nothing in this Agreement shall be construed as creating any employment, agency, partnership or joint venture relationship between the Parties.

21. **Indemnification and Hold Harmless**. WSE shall indemnify the CITY, its officers, agents and employees against any and all claims or demands of any kind or nature arising out of WSE' s performance of this Agreement, the use of the Bandshell Property and the conditions existing upon said property as of the Effective Date. WSE shall, at its own expense, defend the CITY in any litigation, pay all attorney' s fees, damages, court costs or other expenses that may arise out of such litigation of claims incurred in that connection and satisfy and cause to be discharged those judgments, as may be obtained against the CITY, its officers, employees or agents.

22. **Liaison**. The CITY' s point of contact with respect to this Agreement is the City Manager, who can be reached at (406) 223-4475. WSE's point of contact with respect to this Agreement is Shannan Mascari, who can be reached at (406) 224-8533.

23. **Insurance**. WSE shall be responsible for maintaining in full force and effect, at its sole cost and expense, all insurance coverage required by law. In addition, WSE shall be responsible for maintaining in full force and effect, at its sole cost and expense, and shall provide the CITY with a certificate of insurance showing the CITY as an additional insured on, insurance coverage as follows:

1. A comprehensive public liability insurance policy, including automobile coverage, insuring against loss and for damages for personal injury or death and/or property loss, damage or destruction arising out of or in connection with the performance of this Agreement by WSE, its officers, agents and employees with the minimum liability limit of $750,000.00 per claim and $ 1,500,000.00 for each occurrence, with an aggregate limit of $2,000,000.00.

2. Fire, Casualty and Property loss insurance on the premises in the minimum amount of $500,000.00 with a loss payable provision to the CITY.

24. **Notice**. Any and all notices under this Agreement shall be in writing and shall be deemed duly given on the date actually received (or on the date delivery is refused) and shall be delivered by hand -delivery, delivered by Federal Express, UPS or another recognized and reputable overnight delivery service, addressed as follows:

If to CITY, to: City Manager

220 E Park Street

Livingston, Montana 59047

Telephone: (406) 223-4475

If to WSE, to: Executive Director

Western Sustainability Exchange

P. O. Box 1448

Livingston, Montana 59047

Telephone: (406) 930-6290

25. **Non-Discrimination**. The Parties agree and understand that the Bandshell Property shall not be used in any manner that would discriminate against any person or persons on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.

26. **Assignment**. WSE may not assign this Agreement without the express written consent of the CITY.

27. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be considered an original of this Agreement and all of which, collectively, shall constitute but one Agreement.

28. **Authorities**. Each person executing this Agreement on behalf of a corporation, LLC, partnership, or other non -human entity represents that he /she is duly authorized to enter into this Agreement on behalf of such entity.

29. **Merger / Integration**. This Agreement contains the entire agreement among the Parties. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, expressed or implied among them other than as set forth in this Agreement. This Agreement is intended by the Parties to be an integration of all prior or contemporaneous promises, agreements, conditions, negotiations, and undertakings between the Parties.

30. **Amendment**. This Agreement may not be amended, altered, modified, changed or waived unless such amendment, alteration, modification, change or waiver is in writing

and is signed by all of the parties to be charged thereby. No oral amendment, alteration, modification, change or waiver of any of the terms or conditions of this Agreement shall be legal, valid, effective and /or enforceable against any party.

31. **Survival**. The terms and provisions of this Agreement shall survive any termination of this Agreement.

32. **Governing Law**. This Agreement shall be governed by and interpreted under the applicable laws of the state of Montana, without regard to any conflicts of law principles.

33. **Severability**. If any term or condition of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining terms and conditions of this Agreement shall continue to be valid, legal and enforceable in all respects.

34. **Interpretation**. The paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation of this Agreement. Whenever herein the singular number is in use, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction or interpretation shall be applied against any party on the grounds that such party was the " drafter" of this document nor shall any such principal of interpretation or construction be utilized to resolve any alleged ambiguity.

35. **Exhibits**. All exhibits referenced in this Agreement are made apart of this Agreement.

36. **Computation of Time**. In computing a period of days for performance or payment, the first day of the period shall be excluded and the last day of the period shall be included. If the last day of any such period is a Saturday, Sunday or federal holiday, the period shall extend to include the next day that is not a Saturday, Sunday or federal holiday. Any performance or payment that must be taken or made on a particular day must be taken or made prior to 5: 00 p.m. on the day in question. All references to time shall be to local time in Livingston, Montana.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest date set forth by a signature below.

CITY OF LIVINGSTON

WESTERN SUSTAINABILITY EXCHANGE, INC.

_____

_____

Grant Gager

City Manager

Chris Mehus

Executive Director

RESOLUTION NO. 4670

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A FACILITIES AND REAL PROPERTY USE AGREEMENT WITH WESTERN SUSTAINABILITY EXCHANGE FOR USE OF THE BANDSHELL PROPERTY FOR FARMERS MARKETS.

WHEREAS, the City owns real property located adjacent to Sacajawea Park, as well as improvements located on and attached to the real property (the "Bandshell Property"); and

WHEREAS, the City has entered into agreements in the past whereby the City granted entities the right to use the Bandshell Property and the associated improvements in connection with farmers markets; and

WHEREAS, the City and Western Sustainability Exchange desire to enter into a new agreement covering the availability and use of the Bandshell Property for farmers markets that defines their respective rights, duties, and obligations with respect to the property, all as more specifically described in the Facilities and Real Property Use Agreement (the "Agreement") attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City Manager is ready and willing to sign the Agreement upon obtaining authorization from the Livingston City Commission.

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

The City Manager is hereby authorized to enter into the Agreement with Western Sustainability Exchange, which document is attached hereto and incorporated herein as Exhibit A.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 21st day of June, 2016.

James Bennett

JAMES BENNETT - Chairman

ATTEST:

LISA HARRELD
Recording Secretary

APPROVED AS TO FORM:

ERIK COATE
City Attorney

FACILITIES AND REAL PROPERTY USE AGREEMENT

THIS FACILITIES AND REAL PROPERTY USE AGREEMENT (this "Agreement") is entered into as of the latest date set forth by a signature below (the "Effective Date"), by and between the **CITY OF LIVINGSTON** (the "City"), a municipal corporation and political subdivision of the State of Montana with its principal office located at 414 East Callender Street, Livingston, Montana 59047, and **WESTERN SUSTAINABILITY EXCHANGE, INC.** ("WSE"; and sometimes together with the City, the "Parties"), a Montana public benefit corporation with a mailing address of P.O. Box 1448, Livingston, Montana 59047.

RECITALS:

A. The City owns the real property depicted and described on **Exhibit A**, as well as the improvements located on and attached to the said real property (the improvements and the real property are collectively referred to in this Agreement as the "Bandshell Property"). The Bandshell Property is located adjacent to Sacajawea Park and the Civic Center in the City of Livingston, Montana.

B. WSE would like to use the Bandshell Property for the uses described in this Agreement, and the City is amenable to WSE's use of the Bandshell Property.

C. The Parties desire to enter into an agreement covering the availability and use of the Bandshell Property that defines their respective rights, duties, and obligations with respect to the property, all as more specifically described below.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into this Agreement as if fully set forth in this Paragraph 1.

2. Grant. The City hereby grants WSE use of the Bandshell Property on the terms and conditions set forth in this Agreement.

3. Term. WSE shall have the right to use the Bandshell Property under this Agreement at those times specifically described in Paragraph 5, below, from June 1 of each calendar year through and including September 30 of each calendar year. This Agreement shall remain in full force and effect for a period of ten (10) years, unless terminated sooner pursuant to Paragraph 20 below. WSE shall also have the right to use the Bandshell Property and the Livingston Civic Center for a Holiday Farmers' Market on the first Saturday of December for every year this Agreement remains in full force and effect. WSE shall pay the City for

the use of the Bandshell Property and the Livingston Civic Center at the rate in effect at the time of each Holiday Famers' Market.

4. Fee. In exchange for the use granted in this Agreement, WSE agrees to pay to the City, without demand, the sum of fifty and no/100 Dollars ($50.00) for each weekly use, which amount shall be paid in a lump sum to the City no later than September 30 of each year.

5. Use. WSE shall use and occupy the Bandshell Property for the Farmers' Market, which event shall take place every Wednesday from 12:00 p.m. to 9:00 p.m. from June 1 through September 30 of each year this Agreement remains in full force and effect. WSE shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, use and preservation of the Bandshell Property during the term of this Agreement.

6. Alterations. WSE shall make no alterations to the Bandshell Property or construct any building or make other improvements at the Bandshell Property without prior written consent from the City's Public Works Director. All alterations, changes, and improvements built, constructed, or placed on or at the Bandshell Property by WSE, with the exception of fixtures removable without damage to the premises and moveable personal property, shall, unless otherwise provided by written agreement between City and WSE, be the property of City and remain on or at the Bandshell Property at the termination of this Agreement.

7. Other Users. WSE acknowledges, understands and agrees that during the term of this Agreement other activities and events may be held in or on the Bandshell Property pursuant to other Facilities and Real Property Use Agreements entered into by and between the City and third parties. As discussed elsewhere in this Agreement, however, all users of the Bandshell Property will be required to schedule events through the City's Parks & Recreation Department to ensure there are no conflicts in scheduling. WSE further agrees to conduct its activities in a way that does not interfere with other users.

8. Scheduling Specific Activities and Events. [Intentionally omitted.]

9. Condition of Bandshell Property. WSE acknowledges it has examined the Bandshell Property, including the grounds and all buildings and improvements, and agrees they are in good order and repair, and in a safe, clean and usable condition as of the Effective Date.

10. No Warranties or Representations. The City makes no warranties or representations other than those contained in this Agreement, and the City makes no warranties or representations as to the suitability of the Bandshell Property for WSE's proposed use or uses.

11. Restroom Facilities. In the event permanent restroom facilities are inoperable during those times WSE is utilizing the Bandshell Property, WSE shall be responsible for the furnishing and placement of adequate portable toilet units at the Bandshell Property. WSE shall not be responsible for placement of portable toilet units during periods in which no organized activities or events are scheduled.

12. Dangerous Materials. WSE shall not keep or have on or at the Bandshell Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the damager of fire at the Bandshell Property or that might be considered hazardous or extra hazardous by any responsible insurance company. For this reason, the City will perform a fire inspection of all WSE occupied premises as often as is deemed necessary by the City.

13. Inspection. WSE agrees that the City's authorized employees, agents, contractors, and the like may enter the Bandshell Property at reasonable times to perform necessary work, maintenance and/or inspections and to make sure WSE is complying with this Agreement.

14. Concessions. WSE shall be responsible for operation of any and all concessions, if any, at the Bandshell Property during WSE uses and events. Concessions shall include all food and beverage items as well as any other products or goods to be sold or served during WSE uses and events. If WSE contracts with a third party to provide concessions, the person or entity hired shall carry insurance at the limits stated in Paragraph 23, below, and such policies of insurance shall name the City as an additional insured.

15. Regular Cleaning. WSE shall clean up the Bandshell Property on a regular basis and deposit all litter and aggregates into appropriate litter collection receptacles provided by the City. In addition, WSE shall be responsible for cleaning any and all support buildings and restrooms it utilizes as often as is necessary to provide clean and sanitary facilities for public use.

16. Hired Services. WSE may utilize professional maintenance personnel with appropriate skills and equipment to perform the necessary maintenance and cleaning work required by this Agreement. All such professional maintenance personnel shall carry insurance at the limits stated in Paragraph 23, below, and such policies of insurance shall name the City as an additional insured. WSE members and volunteers may be used to perform functions that do not require specialized equipment, knowledge or skill.

17. Vacating. Upon termination of this Agreement, WSE shall peaceably vacate the Bandshell Property and remove its employees, agents, contractors, guests and invitees and their property from the Bandshell Property so that the Bandshell Property is in the same

condition (ordinary wear and tear excepted) as at the Effective Date. WSE agrees to reimburse City for any expense City incurs in repairing any damage caused by WSE. Any property or items belonging to WSE or its employees, agents, contractors, guests or invitees remaining in or on the Bandshell Property after termination of this Agreement shall be deemed abandoned and may be disposed of by City as it sees fit in its sole and absolute discretion.

18. Termination. Either the City or WSE may terminate this Agreement prior to expiration of its term by providing the other party with fourteen (14) days prior written notice. However, during the time of year WSE is actually using the Bandshell Property, the City may only terminate this Agreement if, in its reasonable opinion, WSE or its employees, agents, contractors, guests or invitees fail to comply with a material term of this Agreement. In the event either party is required to terminate this Agreement, the terminating party shall not be liable in any way for any lost profits or incidental, indirect, special, or consequential damages incurred by the non-terminating party, even if the terminating party is aware of the possibility of such damages.

19. Compliance with Law. WSE and its employees, agents, contractors, guest and invitees shall comply with applicable federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the use of the Bandshell Property. WSE and its employees, agents and contractors shall obtain and maintain all permits, licenses and authorizations required by governmental and quasi-governmental agencies.

20. No Joint Venture. Nothing in this Agreement shall be construed as creating any employment, agency, partnership or joint venture relationship between the Parties.

21. Indemnification and Hold Harmless. WSE shall indemnify the City, its officers, agents and employees against any and all claims or demands of any kind or nature arising out of WSE's performance of this Agreement, the use of the Bandshell Property and the conditions existing upon said property as of the Effective Date. WSE shall, at its own expense, defend the City in any litigation, pay all attorney's fees, damages, court costs or other expenses that may arise out of such litigation of claims incurred in that connection and satisfy and cause to be discharged those judgments, as may be obtained against the City, its officers, employees or agents.

22. Liaison. The City's point of contact with respect to this Agreement is the Recreation Manager, who can be reached at (406) 222-8155. WSE's point of contact with respect to this Agreement is Lill Erickson, who can be reached at (406) 223-2022.

23. Insurance. WSE shall be responsible for maintaining in full force and effect, at its sole cost and expense, all insurance coverage required by law. In addition, WSE shall be responsible for maintaining in full force and effect, at its sole cost and expense, and shall provide the City with a certificate of insurance showing the City as an additional insured on, insurance coverage as follows:

    23.1 A comprehensive public liability insurance policy, including automobile coverage, insuring against loss and for damages for personal injury or death and/or property loss, damage or destruction arising out of or in connection with the performance of this Agreement by WSE, its officers, agents and employees with the minimum liability limit of $500,000.00 per claim and $1,000,000.00 for each occurrence, with an aggregate limit of $2,000,000.00.

    23.2 Fire, Casualty and Property loss insurance on the premises in the minimum amount of $500,000.00 with a loss payable provision to the City.

24. Notice. Any and all notices under this Agreement shall be in writing and shall be deemed duly given on the date actually received (or on the date delivery is refused) and shall be delivered by hand-delivery, delivered by Federal Express, UPS or another recognized and reputable overnight delivery service, addressed as follows:

    If to City, to: Recreation Manager
    229 River Drive
    Livingston, Montana 59047
    Telephone: (406) 222-8155

    If to WSE, to: Lill Erickson
    Western Sustainability Exchange
    P.O. Box 1448
    Livingston, Montana 59047
    Telephone: (406) 223-2022

25. Non-Discrimination. The Parties agree and understand that the Bandshell Property shall not be used in any manner that would discriminate against any person or persons on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.

26. Assignment. WSE may not assign this Agreement without the express written consent of the City.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original of this Agreement and all of which, collectively, shall constitute but one Agreement.

28. Authority. Each person executing this Agreement on behalf of a corporation, LLC, partnership, or other non-human entity represents that he/she is duly authorized to enter into this Agreement on behalf of such entity.

29. Merger / Integration. This Agreement contains the entire agreement among the Parties. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, expressed or implied among them other than as set forth in this Agreement. This Agreement is intended by the Parties to be an integration of all prior or contemporaneous promises, agreements, conditions, negotiations, and undertakings between the Parties.

30. Amendment. This Agreement may not be amended, altered, modified, changed or waived unless such amendment, alteration, modification, change or waiver is in writing and is signed by all of the parties to be charged thereby. No oral amendment, alteration, modification, change or waiver of any of the terms or conditions of this Agreement shall be legal, valid, effective and/or enforceable against any party.

31. Survival. The terms and provisions of this Agreement shall survive any termination of this Agreement.

32. Governing Law. This Agreement shall be governed by and interpreted under the applicable laws of the state of Montana, without regard to any conflicts of law principles.

33. Severability. If any term or condition of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining terms and conditions of this Agreement shall continue to be valid, legal and enforceable in all respects.

34. Interpretation. The paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation of this Agreement. Whenever herein the singular number is in use, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction or interpretation shall be applied against any party on the grounds that such party was the "drafter" of this document nor shall any such principal of interpretation or construction be utilized to resolve any alleged ambiguity.

35. Exhibits. All exhibits referenced in this Agreement are made a part of this Agreement.

36. Computation of Time. In computing a period of days for performance or payment, the first day of the period shall be excluded and the last day of the period shall be included. If the last day of any such period is a Saturday, Sunday or federal holiday, the period shall extend to include the next day that is not a Saturday, Sunday or federal holiday. Any performance or payment that must be taken or made on a particular day must be taken or made prior to 5:00 p.m. on the day in question. All references to time shall be to local time in Livingston, Montana.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest date set forth by a signature below.

CITY OF LIVINGSTON

Lisa Lowy
Interim City Manager

WESTERN SUSTAINABILITY EXCHANGE, INC.

Name
Miranda Bly/Office Administrator
Title

Livingston City Commission

LEGISLATIVE ACTION SUMMARY

Resolution No. 4670

Requested by: Parks & Recreation Department

Date of First Consideration/Status: June 21, 2016

Purpose of Legislation: Resolution No. 4670 requests the City Commission's authorization for the City Manager to enter into a Facilities and Real Property Use Agreement (the "Agreement") with Western Sustainability Exchange for farmers markets.

Background: The City owns real property located adjacent to Sacajawea Park, as well as improvements located on and attached to the real property (the "Bandshell Property"). The City has entered into agreements in the past whereby the City granted entities the right to use the Bandshell Property and the associated improvements in connection with farmers markets. The City and Western Sustainability Exchange desire to enter into a new agreement covering the availability and use of the Bandshell Property for famers markets that defines their respective rights, duties, and obligations with respect to the property, all as more specifically described in the Agreement.

Staff Recommendation: Staff recommends this resolution be approved.

Fiscal Impact: N/A

Regulatory Impact (local): N/A

Attachments: Facilities and Real Property Use Agreement

File Attachments for Item:

A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, RECOGNIZING MARCH 1, 2026 AS THE ESTABLISHMENT OF YELLOWSTONE NATIONAL PARK IN LIVINGSTON, MONTANA

Proclamation

Of the Livingston City Commission

Recognizing March 1, 2026, as The Establishment of Yellowstone National Park in Livingston, Montana

---

WHEREAS, on March 1, 1872, the United States Congress established Yellowstone National Park as the world's first national park, preserving more than two million acres of extraordinary geothermal features, wildlife habitat, rivers, mountains, and scenic landscapes for the benefit and enjoyment of the people; and

WHEREAS, March 1, 2026, marks 154 years since the establishment of Yellowstone National Park, a landmark moment in conservation history that launched the global national park movement and affirmed a lasting commitment to protecting natural wonders for future generations; and

WHEREAS, Yellowstone National Park remains one of the most iconic and visited protected landscapes in the world, home to unparalleled geothermal features, diverse wildlife, and vital headwaters that sustain communities throughout the Greater Yellowstone Ecosystem; and

WHEREAS, the City of Livingston proudly serves as a gateway community to Yellowstone National Park, welcoming visitors from around the globe who travel through our city, contribute to our local economy, and experience the hospitality, history, and outdoor heritage that define our Montana community; and

WHEREAS, the legacy of Yellowstone National Park continues to influence Livingston's identity, economy, recreation opportunities, and stewardship of our surrounding landscapes, strengthening our connection to conservation, tourism, and the preservation of our shared natural heritage;

NOW, THEREFORE, BE IT RESOLVED, on behalf of the Livingston City Commission, I, Melissa Nootz, Chair, do hereby proclaim March 1, 2026, to be The Establishment of Yellowstone National Park in Livingston, Montana.

Further, that I encourage residents, businesses, schools, and visitors to recognize the historic significance of Yellowstone National Park, celebrate Livingston's enduring connection as a gateway community, and recommit to the stewardship of the extraordinary landscapes that define our region;

Signed this___ day of February, 2026

_____

Melissa Nootz, Chair
Livingston City Commission

_____

Emily Hutchinson
City Clerk

File Attachments for Item:

A. EXPLORE LIVINGSTON STRATEGIC PLAN

Livingston MT
rustic. refined. legendary.

EXPLORE LIVINGSTON COALITION

STRATEGIC PLAN FOR ECONOMIC RESILIENCE THROUGH COLLABORATION

City Commision, February 2025

TOURISM

is the largest economic driver in Park County, averaging **$500 MILLION** of income a year.

Source: Wild Livelihoods, Greater Yellowstone Wildlife-Related Activity Valuation Study, 2022

$1 = $490

For every $1 invested in tourism in Park County, using appropriated funds from the Montana Lodging Facility Use Tax and the Livingston Tourism Business Improvement District hotel guest assessment, there is an estimated $490 in tourism income generated in Park County each year.

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EXPLORE LIVINGSTON COALITION

STRATEGIC PLAN FOR ECONOMIC RESILIENCE THROUGH COLLABORATION

VISION

A thriving Livingston where the visitor-based economy enhances local quality of life, supports resilient businesses year-round, and safeguards the natural amenities, historical landmarks, and cultural resources that define the region.

OVERALL GOAL:
Champion Initiatives that Enhance Resident Quality of Life

OVERALL APPROACH:
Collaborate with Others to Enhance Resident Quality of Life

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EXPLORE LIVINGSTON COALITION

APPROACH

- A 'peer crowd sourced' data sharing plan and not a DMO-only perspective
- Started with gathering information, understanding what already existed
- Focused on five priority approach
- Wanted a readable, no jargon or blocks of text plan
- Emphasized a plan that was pragmatic, flexible and relied on collaborations

Livingston DESTINATION MANAGEMENT ORGANIZATION

KEY STEPS

- Fielded initial tourism sentiment survey in June 2022
- Hired contractor through an RFP to move the plan forward in 2024
- Met with 8 tourism adjacent stakeholder groups to exchange info
- Interviewed 6 more tourism adjacent stakeholder groups to exchange info
- Peers shared 24+ surveys & plans to combine with our tourism survey
- Worked with NRMEDD to review and analyze
- Resulted in 50+ pages of data summaries with links
- Hosted Who Does What in Tourism public meeting June 9, 2025 with 10 stakeholder panelists and 36 guests
- Worked with 37 collaborating organizations
- Involved 22 Steering Committee / Advisory Team members

Livingston DESTINATION MANAGEMENT ORGANIZATION

40+
COLLABORATORS

1,450
COMMUNITY SURVEY RESPONSES

80+
SOURCES REFERENCED

50+
PAGES OF SUMMARIZED STUDIES & PLANS

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EXPLORE LIVINGSTON COALITION

IDENTIFIED 5 KEY PRIORITIES

Economic Development Slower season product development & marketing

Attainable Housing Collaboration to address housing needs

Funding for Rivers, Roads & Rescue Solutions for infrastructure demands & impacts

Informed & Responsible Practices Education for tourists & new residents

Visitor-Economy Resilience Emergency response protocols and exploration of diversified funding mechanisms

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EXPLORE LIVINGSTON COALITION

ECONOMIC DEVELOPMENT

HOTEL ROOM OCCUPANCY LEVELS UP 34%

Source: Livingston Hotel Tourism Business Improvement District, 2019-2024

SLOWER SEASON LODGING TAX REVENUE UP 111%

Source: Montana Department of Commerce, Lodging Tax Revenue, Q4 2018-Q1 2019 vs. Q4 2024-Q1 2025

SLOWER SEASON YNP VISITATION UP 102%

Source: Yellowstone National Park, North Gate Traffic Count, Q4 2018-Q1 2019 vs. Q4 2024-Q1 2025

ATTAINABLE HOUSING

50% OF PARK COUNTY RENTERS ARE COST BURDENED

Source: Park County Housing Coalition, 2025, U.S. Census Bureau, 2019-2023 American Community Survey, Table DP04

FUNDING FOR RIVERS, ROADS & RESCUE

RIVER PUT-IN SATISTACTION LEVELS DOWN 36%

Source: Upper Yellowstone Watershed Group, Recreational Use Study, 2020-2024

PARADISE VALLEY TRAFFIC UP 63%

Source: Placer.Ai data, Hwy 89 near Emigrant 2023-2025

INFORMED & RESPONSIBLE PRACTICES

62% SAY POSITIVE TOURISM IMPACTS OUTWEIGH NEGATIVE

Source: Explore Livingston Coalition Tourism Survey, May 2022

30% BELIEVE TOO MANY TOURISTS IN SUMMERTIME

Source: Park County Community Foundation, We Will Park County Community Survey, 2025

49% CONCERNED ABOUT FUTURE NATURAL RESOURCE MANAGEMENT

Source: Wild Livelihoods, Sustaining Paradise, Tourism Business Survey, 2024

33% CONCERNED ABOUT FUTURE OVERCROWING

Source: Wild Livelihoods, Sustaining Paradise, Tourism Business Survey, 2024

VISITOR-ECONOMY RESILIENCE

50% DECLINE IN REVENUES DURING SUMMER 2022 HISTORIC FLOOD

Source: MSU et al, Multifaceted economic impacts of a 500-year flood on gateway communities of Yellowstone National Park, 2024

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EXPLORE LIVINGSTON COALITION

PRIORITIES & COLLABORATORS

Livingston MT DESTINATION MANAGEMENT ORGANIZATION

Livingston MT TOURISM BUSINESS IMPROVEMENT DISTRICT

Livingston MT BUSINESS IMPROVEMENT DISTRICT

The Plan was voted on and approved by the Boards of Livingston Destination Management Organization (DMO), Livingston Tourism Business Improvement District (TBID), and Downtown Livingston Business Improvement District (LBID). View full Plan at explorelivingstonmt.com/strategicplan

Explore Livingston's Plan for Economic Resilience Through Collaboration and its implementation are brought to you by local tourism dollars.

VIEW THE FULL STRATEGIC PLAN

NEXT STEPS

- Community Presentations
- Explore Livingston Like A Local campaign

Livingston MT rustic. refined. legendary.
EXPLORE LIVINGSTON COALITION

File Attachments for Item:

A. CONSIDERATION OF A VARIANCE REQUEST FOR 318 S. 7TH STREET

LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: February 17, 2026

TO: Chair Nootz and City Commissioners

FROM: Jennifer Severson, Planning Director

RE: Staff Report **for a Variance Request to Allow an 8-Foot-Tall Privacy Fence within the Required Setbacks in the R2 Zoning District**

Recommendation and Summary

Staff recommends the Commission approve the variance from the requirements stated in Sections 30.41 and 30.55 of the Livingston Municipal Code by adopting the following motion:

"I move to approve the requested variance to allow an eight-foot-tall privacy fence on the property located at 318 S. 7th Street with the conditions recommended by Staff."

The reasons for the recommendation are as follows:

- The applicant wishes to enhance their privacy and sense of security on their property by constructing an 8-foot-tall privacy fence.
- The fence will be located roughly 3-4 inches inside the southern lot line of the subject property and will extend between the alley and the front sidewalk on 7th Street.
- The minimum required side setback in the R2 district for a structure that requires a building permit is 5 feet.
- The maximum fence height allowed in residential zoning districts (which includes R2) is 6 feet in general, and is limited to 4 feet when positioned within the side yard between the foremost edge of the house to the point where the side yard intersects the front street lot line (i.e. the front yard setback).

- A variance is required to allow the construction of a fence that exceeds 6 feet in height between the alley and the foremost edge of the house and that also exceeds 4 feet in height between the foremost edge of the house and the sidewalk.

- Because the fence will be taller than 6 feet, it requires a building permit and, therefore, requires a variance to be constructed within the required 5-foot side setback.

Introduction and History

The owners of the property located at 318 S. 7th Street, legally described as PARK ADD, S24, T02 S, R09 E, BLOCK 7, Lots 9 - 10, are requesting a variance from the height and setback requirements in the R2 zoning district as identified in Chapter 30 of the Livingston Municipal Code. The owners of the subject property are requesting to install an eight-foot-tall privacy fence where the maximum fence height allowed is four feet within the front yard setback, and six feet elsewhere (see Fig 1). Because the fence exceeds six feet in height, it is considered a structure that requires a building permit and requires a variance to be placed within the five-foot side setback. The applicants have expressed a desire to install the fence to enhance their feelings of safety and security on their property.

Figure 1. Subject Property at 318 S. 7th Street

Analysis (Findings of Fact)
Requirements for maximum fence heights and minimum setbacks are stated in the City's Zoning Ordinance in Chapter 30 of the Livingston Municipal Code.

Sec 30.55.E.2.vii.a states that "fences... may be erected or maintained in any residential zoning district provided that *no fence...over four (4) feet in height shall be erected... in the side yard extending from the foremost edge of the house to the point where the side yard line intersects the front street* or side street lot line [i.e. the front yard setback]. *Fences... located along side yards from the foremost edge of the house to the rear lot line... shall not exceed a height of six (6) feet.* Height, for the purpose of this section, shall be defined as the vertical distance from the top rail, board, wire, or top of hedge to the ground directly below".

The applicants are proposing to install an 8-foot-tall fence that would exceed the allowed fence height by 4 feet within the front yard setback and by 2 feet in the side yard, between the foremost edge of the house and the rear lot line.

Table 30.41.1-1 identifies development requirements in the City's Residential Districts, which includes the R2 district where the subject property is located; the minimum side setback for structures is 5 feet.

The fence is proposed to be installed roughly 3-4 inches inside the southern property line, which is within the minimum required 5-foot side setback. Although fences less than 6-feet in height are allowed within the side setback, a fence that exceeds 6-feet in height is considered a structure in the building code and must comply with setback requirements.

Livingston Municipal Code Section 30.83 stipulates that the City Commission may authorize upon appeal in specific cases such variances from the terms of the City Zoning Ordinance as follows:

1) *Will granting the variance request be contrary to the public interest?*

   No. Staff does not anticipate an 8-foot-tall privacy fence along the southern lot line, between the foremost edge of the house near the street and the rear lot line (the alley), would be contrary to the public interest. However, Staff does anticipate that an 8-foot-tall privacy fence that extends between the foremost edge of the house and the sidewalk (i.e. within the front yard setback) has the potential to negatively impact the character of the surrounding neighborhood. Restricting fence height to less than six feet within the front yard setback helps to maintain an open and welcoming neighborhood aesthetic and provides a more enjoyable experience for pedestrians using the adjacent sidewalk.

Staff recommends the fence within the front yard setback be limited to 5 feet in height to support the applicant's desire for security while respecting neighborhood character. Because fences taller than 6 feet require a building permit, the fence will be safely constructed and will not pose a threat to public safety.

As conditioned, Staff does not anticipate that approving the variance will be contrary to the public interest.

2) *Will strict enforcement of the provisions of this ordinance result in unnecessary hardship for the owner of the subject property?*

   Yes. The application materials include a letter from the property owners that an 8-foot-tall fence installed along the southern property line would provide the owners with a sense of additional safety and security for themselves and their property. Based on the application, Staff finds strict enforcement of this ordinance would impact the applicant's desire to enhance their sense of safety, which could be perceived as an unnecessary hardship.

3) *Will granting the variance request allow a use not permissible under the terms of the ordinance in the R2 zoning district?*

   No. The use of a privacy fence to enhance a sense of safety and security is fairly common in residential neighborhoods, including the R2 district.

4) *Will granting the variance request confer on the applicant any special privilege that is denied by this ordinance to other land in the R2 zoning district?*

   No. There are instances elsewhere in the R2 district, and in other residential districts, where fences exceeding 6-feet in height have been allowed by variance. Additionally, there are several fences throughout the City that exceed 6-feet in height but are legally non-conforming because they were constructed before code restrictions on fence height were enacted. If the variance request is approved, the subject property would not be the only one in the R2 district with a fence taller than 6 feet.

5) *Will the granting of this variance request be in harmony with the general purpose and intent of this ordinance?*

   Yes, provided the 8-foot fence height is only allowed within the side yard between the rear property line (the alley) and the foremost edge of the house near the street. As stated above, Staff recommends the portion of the fence that extends into the front yard setback be limited to 5-feet in height to support the applicant's desire for security while

respecting neighborhood character. As conditioned, Staff anticipates the granting of the variance would be in harmony with the general purpose and intent of the Zoning Ordinance.

Fiscal Impact

It is not anticipated the approval or denial of this variance request will have a financial impact on the City of Livingston.

Strategic Alignment

With the recommended condition of approval, Staff finds the requested variance to install a fence that exceeds 6 feet in height is not likely to conflict with the Growth Policy goals, objectives or strategies.

Staff Recommendation

Based on the Findings of Fact discussed in this report, Staff recommends the City Commission **approve the requested variance** with the conditions listed below:

1. The fence shall be limited to eight feet in height between the rear property line and the foremost front edge of the house (near the street).

2. The fence within the front yard setback (foremost edge of the house to the sidewalk) shall be limited to five feet in height.

3. A building permit is required for the fence.

Attachments

A. Kitts Variance Request Application

City of Livingston
Department of Planning
220 E. Park St.
Livingston, MT 59047
(406)222-4903
planning@livingstonmontana.org

PAID
JAN 14 2026
Livingston Finance

City of Livingston

City of Livingston Variance Instructions

A Variance is required for the construction of any structure or building within the City of Livingston that does not meet the specific standards of the Zoning Ordinance. A Variance cannot grant permission to allow a use that is not allowed in any specific Zoning District.

Variances require a public hearing, and are approved or denied by the City Commission. All Variances are evaluated by the Commission based upon five (5) criteria:

1. Special conditions and circumstances exist which are peculiar to the land, the lot or something inherent in the land which causes the hardship, and which are not applicable to other lands in the same district.
2. A literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other tract(s) in the same district.
3. Granting the variance request will not confer on the applicant any special privilege that is denied by this ordinance to other land in the same district.
4. The granting of the variance will be in harmony with the general purpose and intent of this ordinance.
5. In granting a variance, the City Commission may prescribe appropriate conditions and safeguards in conformity with this ordinance.

The property must have a hardship inherent in the land to be considered for a Variance. The City Commission may impose conditions of approval on all Variance Applications to ensure that the above criteria are met. **It is highly recommended that you meet with planning staff prior to applying for a Variance.**

Submittal Requirements:

- ☑ Completed Application Form.
- ☑ Cover letter with a description of the project and how the project meets the criteria listed in Section 30.74.C of the Zoning Ordinance and included in these instructions.
- ☑ Site Plan showing locations of all structures on the property with the distances from the structures to all property lines clearly labeled and area of the lot, and distance from structures on adjoining properties.
- ☑ Building Elevations for all new structures with building heights clearly labeled.
- ☑ Site Plan showing locations and dimensions of vehicular parking, loading areas, and bike parking dimensions and design, and locations of any refuse areas.
- ☑ Landscaping Plans with plant types and size (if required).
- ☑ Lighting plans showing compliance with the Night Sky Ordinance if outdoor lighting is proposed.
- ☑ Any other documents needed to show compliance with the City of Livingston Zoning Ordinance.
- ☑ The Variance review fee.

All documents shall be submitted on either 8 ½" x 11" or 11" x 17" paper. Additionally, digital copies of the submittal in PDF file format are required.

City of Livingston
Department of Planning
220 E. Park St.
Livingston, MT 59047
(406)222-4903
planning@livingstonmontana.org

City of Livingston Variance Application

1. **Property Owner Name:** Thomas and Lisa Kitts

2. **Location of Property**

General Location: 318 South 7th St Livingston MT

Address: 318 South 7th St Livingston MT

Subdivision: Park Addition S24R9E Lot: 9-10 Block: 07

Zoning District: 4

3. **Contact Information**

Property Owner

Home Address: Thomas and Lisa Kitts 318 South 7th St. Livingston MT 59047

Phone Number: 406 223-0792

Email Address: TWKitts@gmail.com

Primary Contact/ Applicant

Name: Thomas Kitts

Address: 318 South 7th St Livingston, MT 59047

Phone Number: 406-223-0792

Email Address: TWKitts@gmail.com

Secondary Contact

Name: Lisa Kitts

Address: 318 South 7th St Livingston MT 59047

Phone Number: 406 224-0365

Email Address: LKitts2011@gmail.com

4. Zoning Information

Existing Structures on Property and Year Constructed: 1926 house

Proposed Use: Home Recreation Peace Safety Health

Building Height: 8FT privacy fence

Building Setback from Property Line:

Front Street: None Side: 3-4' Rear: None Side Street (if corner lot): None.

Number of Vehicular Parking Spaces: None Number of Bicycle Parking Spaces: none

Exterior Lighting? ☐ Yes ☒ No

Within Historic District or Design Overlay District? ☐ Yes ☒ No

Landscaping Required? ☐ Yes ☒ No

I hereby certify that the information included in this application is true and accurate.

Tom Kitts Lisa Kitts 01-14-26

Applicant's Signature Date

Thomas and Lisa Kitts
318 South 7th St.
Livingston, MT 59047
TWKitts@gmail.com
LKitts2011@gmail.com
(406)223-0792 Tom
(406)224-0365 Lisa

City of Livingston
Department of Planning
220 E. Park St.
Livingston, MT 59047
(406)222-4903
planning@livingstonmontana.org

Attn: Zoning Coordinator:

We, Thomas and Lisa Kitts, of 318 South 7th St., Livingston, MT 59047: Legal description: Park Addition, S24, TO2 S, RO9 E, BLK 7, Lot 9-10, 0.16 acres are requesting a variance for an 8 ft tall privacy fence on the southside of our property within our property and the already surveyed property markers.

We are asking for relief from ongoing threats and harm of intimidation, stalking, assault, and profanities. We seek this variance to minimize and deter such occurrences and to lead a peaceful protective space within our rights.

As a homeowner of this property for forty years, we require serious attention to this matter after 15 police complaints this year alone and more than 50 complaints in years past.

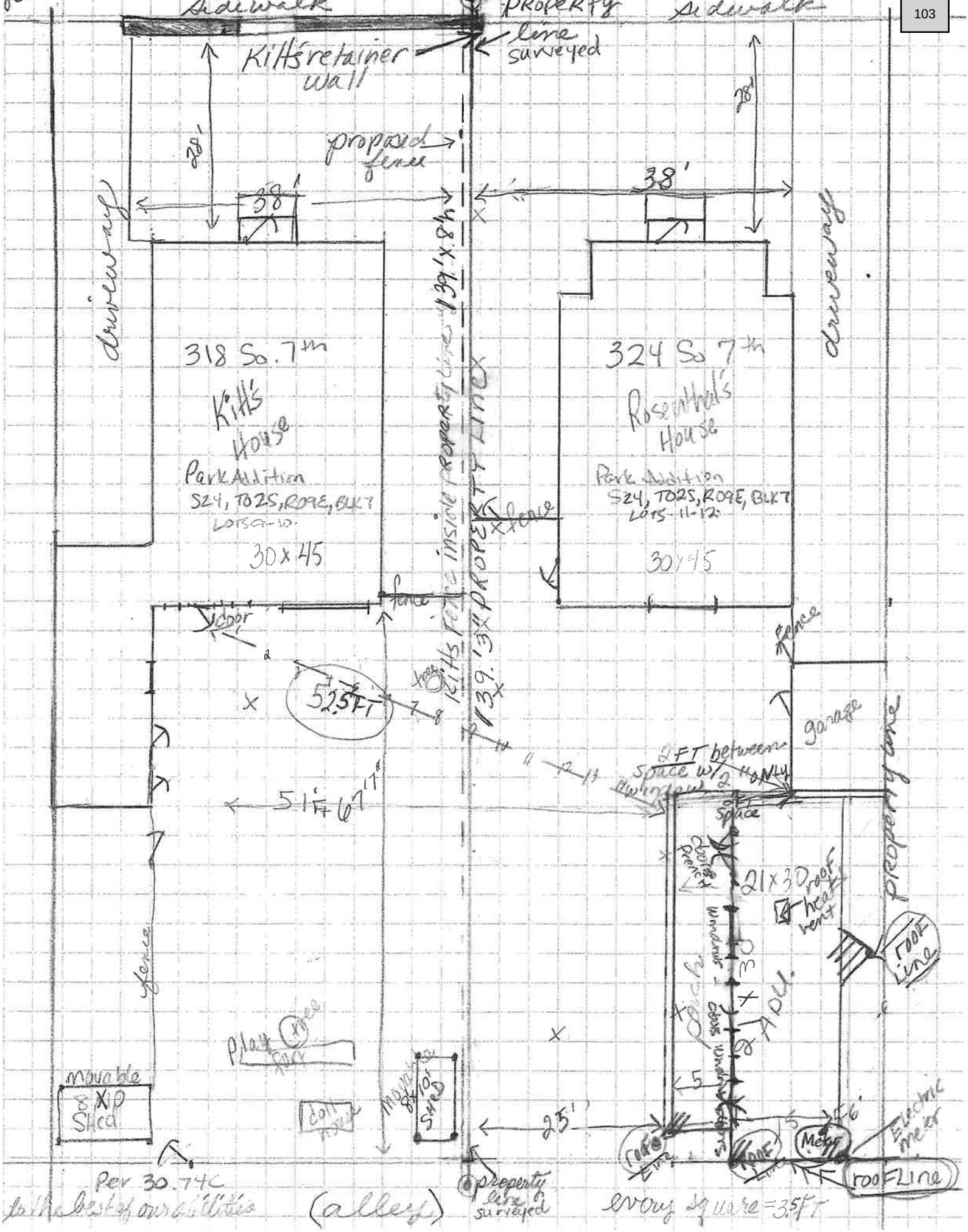
As of today, Erick Rosenthal, resident of non-compliant ADU at 324 South 7th St. city coded as a shed within 25 ft of our property who has 15 ft of windows and 10 ft of door windows facing our yard from his 30 ft long building with a full porch is an inmate at Park County detention center for three counts of felony assault charges with a weapon as a matter of public record.

We appreciate your immediate attention and please ask to rush our request for safety reasons. There is an escalation and a pattern that is taking a toll on our health.

Regards,

01/14/2025
Tom Kitts Tom Kitts Lisa Kitts
Encl: scale grid diagram
Chk 8883 $500.00

Kitts, Tom + Lisa Fence Variance JANUARY 14, 2026



Tom and Lisa Kitts
318 South 7th Street
Livingston, MT 59047

February 9, 2026

City Board of Adjustments,

We are requesting a variance for our property located at 318 South 7th St., Livingston, MT 59047, Lots Nine (9) and Ten (10) in Block Seven (7) of the Park Addition to the City of Livingston, Park County, Montana. We are requesting a residential south-side only property setback requirement of 3 inches instead of 5ft for a fence, considered a structure for city purposes, 8ft tall. There are special conditions which exists that will be explained below that will result in an unnecessary unsafe hardship to Tom and Lisa Kitts, 40 year-owners of said property. Photos and site plan enclosed.

We are requesting a variance for the property setback restriction for an eight-foot-tall fence within 3 inches of Kitts property boundary as placement like other fences in accordance with survey spikes because of the following reasons:

1. **Kitts and persons on Kitts property are in fear of being harmed with well documented police incidents, etc.**
2. The southside neighbor, where variance is requested, has built a much larger 30 ft by 15 ft structure by 15 ft tall within two sides of alley and southside neighbor within five-foot setback restrictions.
3. Most surrounding neighborhood structures as an eight-foot-tall fence would be considered are taller than 8ft, do not comply with the side setback restrictions and are mostly on property lines.
4. The structure fits well within the ongoing needs of the neighborhood as fences are within 3 inches of the property lines.
5. The five-foot setback structure location is a hardship for the property owners.
6. Many neighborhood fences are out of compliance in height and the five-foot setback rules in the neighborhood.
7. The structure does not impose a hardship on any surrounding neighbors and is not blocking any mountainous view as the neighbor's fence prior stood 7ft 2 inches.
8. The fence position is boundary specific and serves a specific legal and safe function as all fences in the neighborhood.
9. Within the 5ft set back is the gas line which runs off the most southern west end corner of the house and runs all the way to the south-west corner boundary of the property line and the utility lines are overhead as well.
10. There would be no accessible side gate location into the yard within a 5ft set back restriction.

A. The property restricts us in conforming to the zoning ordinance requirements because:

1. -Kitts have been enduring unsafe hardships police documented.
   -Southside neighbor has three felony counts of assault with a weapon public record.
   -Kitts need a larger safety barrier to prevent view of Kitts and accessibility to Kitts.
   -All other attempts have not created safe environment.
   -Kitts health is being impaired.

2. The fence position will also keep any intruders from obtaining access to property boundary and keep Kitts legal boundary rights secure.

3. The fence position will allow 10 ancestorial old fruit trees, trees, hedges, flowers, and shed, sprinklers, air conditioner, gas line and utility lines in position and allow the only location of a side gate entrance into the backyard. Not only accessibility is prohibited but also would prohibit the protection of pets and the pets to the public.

B. The public interest would be served if this application is granted because:

-The structure blends in with the aspects and needs of the neighborhood.
-Southside neighbor has buildings well over 8ft in height on and along the whole property line inside the setback.
-Kitts have buildings well over 8ft in height on and along the property lines as well which were variance granted.
-The structure will not harm views of mountains from neighbors. All other surrounding neighbors are out of sight range.
-The structure will be eight inches taller than neighbors previously installed noncompliant fence.

C. We have special conditions that exist and are inherent to our property because they include:

-Kitts would be in danger of and in fear of physical harm.
-Taller longer fence would provide a safer screen diverting and inhibiting harmful Ongoing well-established Threats
-Kitts would be out further of proximity to danger.
-Kitts health would be bettered.
-Kitts would be subject to legalities for open property lawsuits with a 5ft set back requirement.
-5 ft setback requirements allow Kitts' to lose 5ft of our property and allow southern neighbor access to a legal claim and right if hurt or injured on Kitts' property.
-Kitts would not be able to protect such property.
-Kitts fence will still serve the purpose of property boundary.
-Kitts would need existing deceased dad's ancestral European five fruit trees and shed for functionality purposes.

-Kitts would need existing pine tree planted 34 years ago from Uncle's lake in honor of our son's birth.
-Kitts need two full grown mature aspen trees planted over 25 years ago.
-Kitts need very large cherry tree planted 25 years ago.
-Kitts need long standing ornamental apple tree over 25 years old.
-Kitts need 40-year-old iris plants bordering property line from family friend as house warming gifts spanning the length of the yard.
-Kitts need 40-year-old giant lilies from the east coast gifted as a housewarming gift from deceased great uncle spanning the length of the yard.
-Kitts need two pear trees planted for our deceased mothers in memoriam.
-Kitts underground 8 sprinklers follow along and the full length of the property line.
-Kitts would not have side gate access location to our back yard due to two ever green trees, two pear trees, pea hedges, cherry tree, large lilies an iris beds, southside sprinklers, air-conditioner and satellite dish.
-Kitts need an access of a side yard gate to keep dogs safe within backyard view. Inability to place a side yard gate would create non control of pets and leave pets open to south side danger as well dogs being near public access. Kitts already had a vet documented lab specimen test done for back yard cat poisoning and a highly suspected dog poisoning. Both pets died.
-Kitts privacy fence within three inches from the property line would keep the dog poisonous deep-rooted binary weed spread from growing into our yard harming our dogs.
-The five-foot set back would allow non-killing deep rooted elephant ear along the property line to grow into the grass of Kitt's property as a privacy fence can control it with heavy seeding.
-Kitts gas line is perpendicular to trees and the property line. It is right in within the five-foot set back starting from the very south west end of Kitts' house and runs the full length diagonally and ends on the very south west end of the property line.
-Kitts utility lines are perpendicular to tree lines and property line and is within the five foot set back.
-Colored map enclosed.

D. Our rights commonly enjoyed by others are infringed upon because:

-Most lots and homes are similar in space, convenience on West End. Homes have old garages and limited space. Even though some maybe grandfathered, the zoning setback rules have been in existence for a long-time, if the fence is within the setback requirements on one side and not the other it will not be out of sorts from the rest of the neighborhood needs, sight position, and structures placements.

-Hence, the following home's structures garages and or sheds over eight foot are within a two-block radius surrounding the property. They are out of compliance with the property line setback rules mainly encompassing large length sides of the properties, a few on the alley too: South 7th St: 430, 426, 420, 416, 412, 408, 306, 314, 318, 322/324, 326, 230, 226, 222, 218, 214, 208; So. 8th St., 207, 209, 211, 215, 225, 227, 309, 323, 411, 415, 427, 429, 710, Geyser, 711 and 715 Crawford. 33 residences.

-The southside neighbor, built a much larger 15 x 30 structure that exceeds the five-foot setback restrictions with or without a variance on two sides of the property. In addition, this

building blocks our whole view of the Sleeping Giant Mountains, all mountains, it is the length of our whole side yard with the garage as well, which I had enjoyed for 17 years prior to this building. When we called the city for help, they said there was nothing they could do. **What restrictions are good for one neighbor should be good for the other anything other constitutes discrimination.**

-Not only, did the southside neighbor build a large structure out of compliance with the setback restrictions but also built a fence 7ft 2 inch in total height which is out of compliance.

-A lot of fences have been put in around town a lot of them not following set back or height restrictions. In our two-block radius these properties are out of fence compliances: 710 W. Lewis, 124 South 7th St., 724 W. Lewis, 230 South 7th, 215 South 7th, 128 South 6th, 612 W. Lewis, and our southside neighbor 324 South 7th. That is 8 residences in two blocks. Nearly half. Two being over 8ft tall, all within setbacks of five foot and the front sidewalk restrictions.

-As Per Brad Haefs, Indendi's of W. Gallatin were allotted a fence variance in similar circumstances and said that this situation would not warrant a different outcome.

The problem is a very specific well-documented unsafe incidents as we are and have the right to be in fear of harm that only an 8ft fence within three inches of the full length of the southern border could provide for our property of 40 years and for our well-being. The filing fee of $500.00 has been paid, and to the best of our knowledge, we certify that this information is true and accurate. We request Bruce Becker recuse himself from this matter because of a perceived bias against Kitts.

This variance is of proven circumstances, not of specific privilege, and inherent to this property. As property owners of two lots, as most others, we should have access to and usage of such.

Regards,

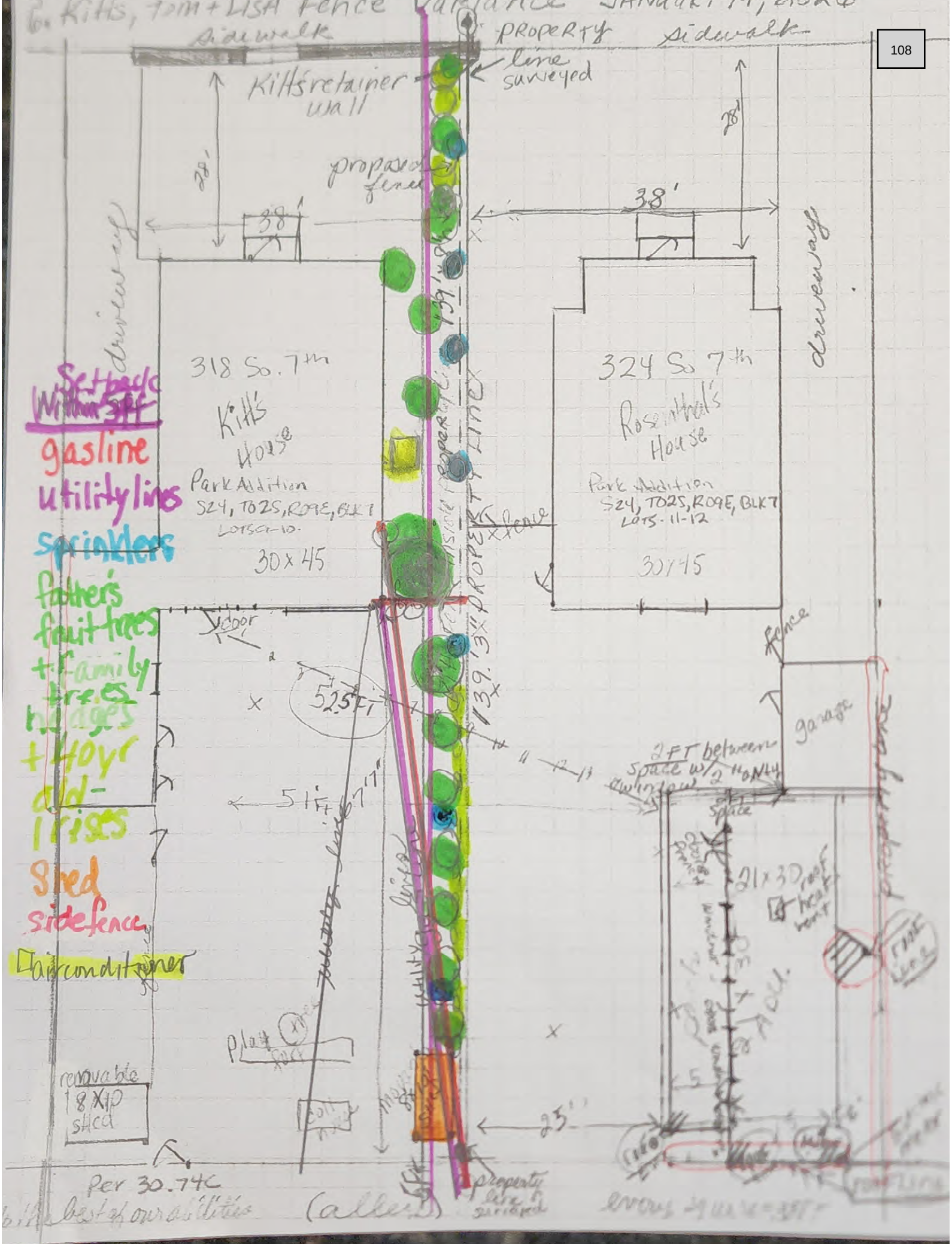
Thomas Kitts

Lisa Kitts

Cc: Jennifer Sievers
planning@livingstonmontana.org

enclosures

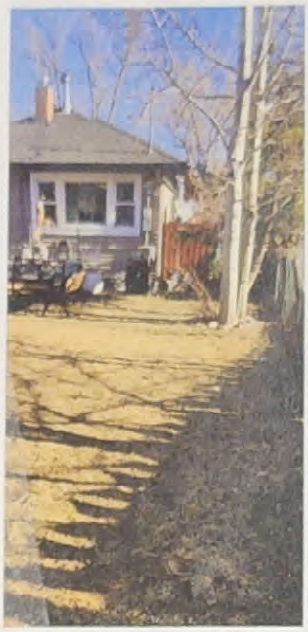
6. Kitts, Tom + LISA Fence Variance JANUARY 14, 2026



Kitts Sideyard

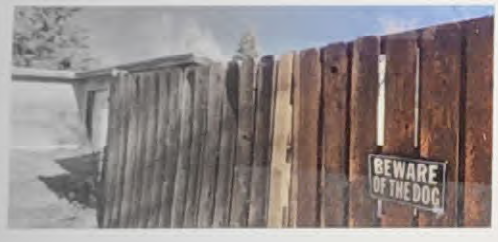
Kitts side fence

Kitts utility



Kitts trees
utilities
and
gasline

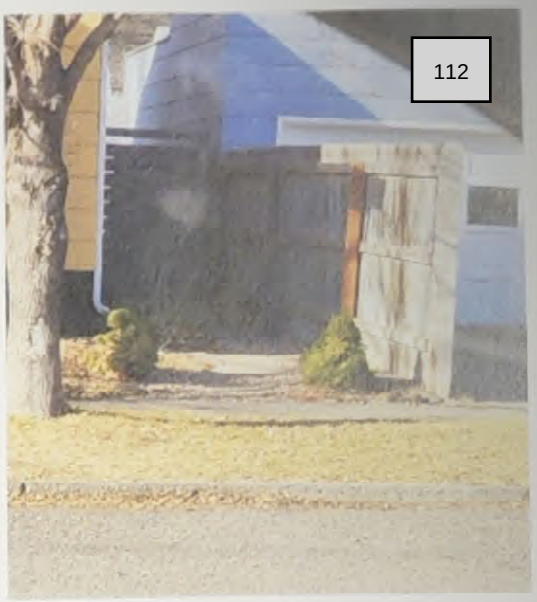
Kitts north and west side neighbors



Kitt's alley northside

Southside

alley



Noncompliant fence examples

Southside neighbor

File Attachments for Item:

B. RECREATION DEPARTMENT UPDATE

LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: February 17, 2026

TO: Chair Nootz and City Commissioners

FROM: Grant Gager, City Manager

RE: Update from City Recreation Department

Recommendation and Summary
The City Manager is providing an update on the Recreation Department. As such, no motion is requested nor required from the Commission.

The reasons for the discussion are as follows:

- The City Commission requested that the City Manager provide an update on the projects and activities of City Departments.

Introduction and History
The Recreation Department includes a full-time staff of three employees funded from the City's General Fund. With the help of both permanent part-time and seasonal employees, the City's Recreation Department manages facilities and programs to support recreation in the community for users of all ages.

Analysis
The Recreation Department will soon assume larger responsibilities related to the Wellness Center.

Fiscal Impact
There is no fiscal impact arising from this departmental update.

Strategic Alignment
The City Commission identified department updates as a high priority at its January 24, 2026, work session.

Attachments

- None

File Attachments for Item:

C. WELLNESS CENTER UPDATE

LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: February 17, 2026

TO: Chair Nootz and City Commissioners

FROM: Grant Gager, City Manager

RE: Update on Community Wellness Center Project

Recommendation and Summary
The City Manager is providing an update on the community wellness center project. As such, no motion is requested nor required from the Commission.

The reasons for the discussion are as follows:

- The City is collaborating with the 4 Ranges Community Recreation Foundation on the development of a wellness center after voter approval of the project in March 2024.
- The City Commission requested that the City Manager provide periodic updates on the project.

Introduction and History
The 4 Ranges Community Recreation Foundation (Foundation) was formed in 2018 to support the creation and operation of community recreation facilities in the City of Livingston. In 2019, the Foundation performed both community needs and fundraising assessments. On March 7, 2023, the City and Foundation approved a memorandum of understanding to guide their work on the community wellness center project.

On March 19, 2024, voters in the City of Livingston approved a referendum to create a special district to support operations of the wellness center which would be constructed by the Foundation using donated funds. Since that time, the City has collaborated with the Foundation on the development of the wellness center.

Analysis
Since the election, the City and Foundation have made significant progress on the project and several events are upcoming.

Fiscal Impact
There is no fiscal impact arising from this project update.

Strategic Alignment
The improvement of community recreation facilities is related to several objectives of the growth policy, including:

- 2.2.2.: Establish Livingston as a community recognized for its diverse recreational opportunities, and parks and trails system.
- 3.2.1.: Locate community facilities where they will best serve the needs of the community.

Additionally, the City Commission identified the Wellness Center as a high priority at its January 24, 2026, work session and has requested updates on the project.

Attachments

- None

File Attachments for Item:

D. RESOLUTION 5182: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, APPROVING THE TRANSFER OF WEST END ROAD FROM PARK COUNTY

LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: February 17, 2026

TO: Chair Nootz and City Commissioners

FROM: Grant Gager, City Manager

RE: Staff Report for Resolution 5182 Accepting West End Road into the City

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Recommendation and Summary
Staff recommends the Commission approve Resolution 5182 by adopting the following motion:

"I move to approve Resolution 5182 and authorize the Chair to sign."

The reasons for the recommendation are as follows:

- Park County has resolved to transfer West End Road to the City of Livingston.
- The City is working to ensure access to property located within the City.

Introduction and History
The City of Livingston has been working with the owner of a property within City limits to ensure the required access to their property. The access road was previously owned by the State of Montana and has been transferred to Park County. The Park County Commission has approved the transfer of the right-of-way to the City of Livingston.

Analysis
Once West End Road joins the City's road network, the City will assume maintenance and operation.

Fiscal Impact
Once the transfer is completed, the City will work with the County Treasurer to ensure that the City receives appropriate compensation for the additional mileage on the City's road network.

Strategic Alignment
The operation and maintenance of infrastructure is critical to City operations.

Attachments

- Attachment A: Resolution 5182
- Attachment B: Park County Resolution
- Attachment C: Right-of-Way Ownership Documents

RESOLUTION NO. 5182

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA APPROVING THE TRANSFER OF WEST END ROAD FROM PARK COUNTY

****

WHEREAS, MCA §§ 7-14-2101 and 7-14-2103 gives a county commission the authority to manage county roads; and

WHEREAS, the State of Montana transferred the West End Road to Park County; and

WHEREAS, Park County has approved the transfer of West End Road to the City of Livingston; and

WHEREAS, the City of Livingston seeks to acquire West End Road from Park County;

NOW THERFORE BE IT RESOLVED, that the Livingston City Commission approves the transfer of the West End Road from Park County; and

BE IT FURTHER RESOLVED, that the transfer of West End Road shall take place upon passage of this resolution and completion of appropriate documentation by the State of Montana and Park County.

PASSED AND ADOPTED, by the City Commission of the City of Livingston, Montana, this 17th day of February, 2026.

_____

MELISSA NOOTZ

Chair

ATTEST

_____

EMILY HUTCHINSON

City Clerk

APPROVED AS TO FORM

_____

JON HESSE

City Attorney

RESOLUTION BY THE PARK COUNTY COMMISSION APPROVING THE TRANSFER OF WEST END ROAD TO THE CITY OF LIVINGSTON

WHEREAS, MCA §§ 7-14-2101 and 7-14-2103 gives a county commission the authority to manage county roads; and

WHEREAS, the State of Montana transferred the West End Road to Park County; and

WHEREAS, Park County seeks to transfer West End Road to the City of Livingston; and

WHEREAS, the City of Livingston seeks to acquire West End Road from Park County; and

WHEREAS, after the City of Livingston acquires West End Road from Park County, the City of Livingston will be responsible all aspects of road maintenance and management;

NOW THERFORE BE IT RESOLVED, that Park County Commission approves the transfer of the West End Road to the City of Livingston; and

BE IT FURTHER RESOLVED, that the transfer of West End Road shall take place upon passage of a resolution by the City of Livingston approving acquisition of West End Road from Park County.

Dated January 13, 2026.

ATTEST:

_____
Angeliene Gelderloos
Park County Clerk & Recorder

APPROVED AS TO FORM:

_____
Paul J. Spitler
Deputy Park County Attorney

PARK COUNTY COMMISSION

_____
Mike Story, Chairman

_____
Jennifer Vermillion, Commissioner

_____
Bryan Wells, Commissioner

C/S 2047

C/S 2047

CERTIFICATE OF SURVEYOR

I, Virginia R. (Gorton) Mueller, a Licensed Professional Land Surveyor in the State of Montana, License No. 7686 S, do hereby certify that in September through December 2005, I surveyed and platted the same as shown on the accompanying map and as described in accordance with the provisions of the Montana Subdivision and Platting Act, Section 76-3-101 through 76-3-614,
M. C. A.

Virginia R. (Gorton) Mueller 7686 S February 9, 2006
Virginia R. Mueller Date

CERTIFICATE OF CLERK AND RECORDER

Filed on the 22nd day of February, 2006, A.D.,
at 9:33 o'clock a.M.

County Clerk and Recorder

By Debra Lauchland
Deputy

Document No. 333186 $5.50

SURVEYOR'S NOTE:
This survey is a retracement of existing boundaries only. It is not a survey of existing easements. No original evidence of the north quarter corner of Section 21 could be found. At the expected location of the corner, we found a large spike with a dimple on the top. To verify this position, we looked for the northwest corner of Section 21, which we were unable to find, as its position falls in a hay field that has obviously been plowed more than once. Expanding our search, we tied in the northwest corner of Section 16, the northwest corner of Section 20, and the west quarter corner of Section 21. We tied in a fence containing some very old juniper posts that separates the southeast quarter of Section 17 and the northeast quarter of Section 20. We tied in a fence that separates the southeast quarter of Section 16 and the northeast quarter of Section 21. We then calculated the probable location of the northwest corner of Section 21 by using the fence line to the west, the northwest section corner of Section 16, and the west quarter corner of Section 21. The next step was to proportion the distance between the found northeast corner of Section and the calculated position of the northwest corner of Section 21, and then factor in the fence line between Sections 16 and 21. This verified that the spike was close (within several feet) to where we would place the quarter corner through our calculations. We accepted the position of the spike.

CERTIFICATE OF CONSENT

I, the undersigned, do hereby certify that I caused to be surveyed the following described parcels of land, to wit:

LEGAL DESCRIPTION OF TRACT A

A tract of land located in the north half of the northeast quarter of Section 21, Township 2 South, Range 9 East, Principal Meridian, Montana, Park County, Montana, further described as follows:

Beginning at the northeast corner of Section 21, a 3" aluminum cap set by 287 ES, said point being the true point of beginning; thence S 00°08'02" E, 368.85 feet to the intersection of the east line of Section 21 and the south right-of-way line for old U. S. Highway No. 10; thence N 81°18'54" W, 2652.97 feet along said right-of-way line to the center of section line of Section 21; thence N 00°12'34" W, 0.68 feet along the center section line to the north quarter corner of Section 21; thence S 89°17'28" E, along the north line of Section 21, 2621.89 feet to the true point of beginning.
Containing 11.120 acres more or less.

See Deed Book 77, Page 585.

I hereby certify that the retracement survey for the tract described above is exempt from DEQ review in accordance with MCA 76-3-103(17)(a) because this parcel is an existing tract of record.

Dated this TENTH day of JANUARY, 2006.

Tony Perpignano, CWG Architects PC, Inc.

State of Montana
County of Broadwater

On January 10, 2006, Tony Perpignano, CWG Architects PC, Inc. personally appeared before me, and is known to me to be the person whose name is subscribed above, and has acknowledged to me that he has executed the same.

Rebecca S Smith
Notary Public for the State of Montana

Residence East Helena Montana

My commission expires March 31, 2009

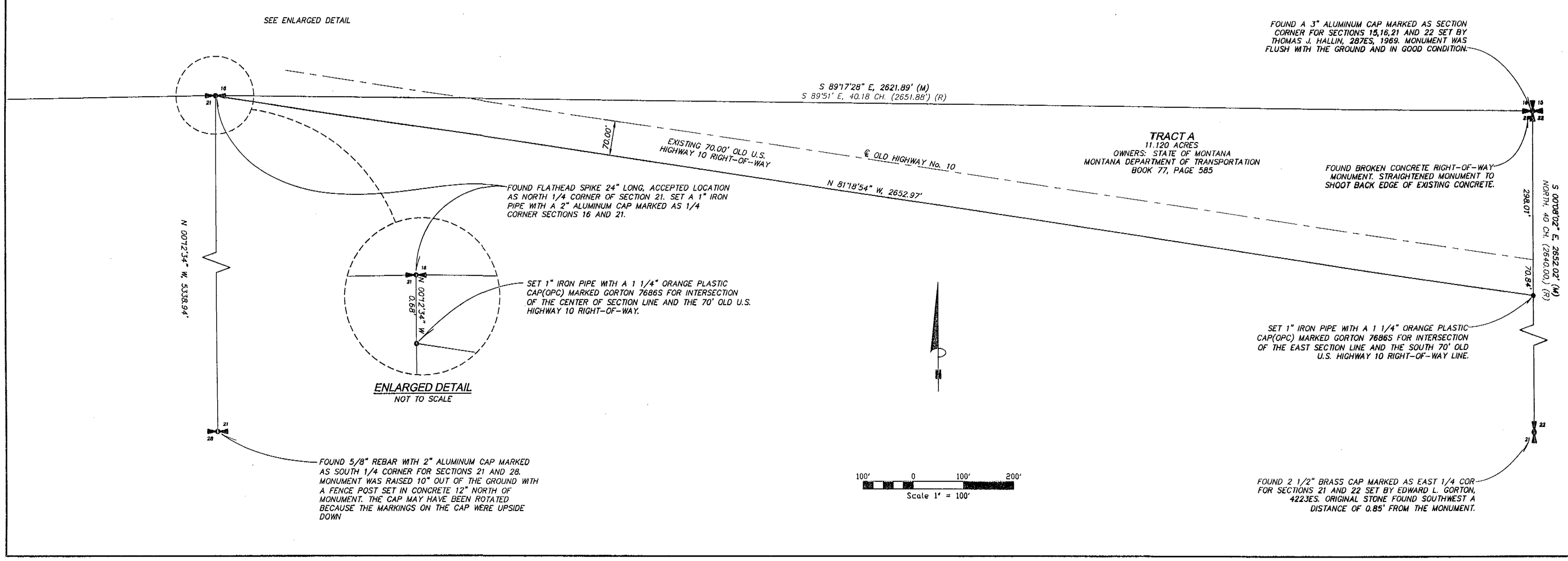
CERTIFICATE OF SURVEY

A RETRACEMENT SURVEY OF A TRACT OF LAND DESCRIBED IN DEED BOOK 77, PAGE 585, LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER SECTION 21, TOWNSHIP 2 SOUTH, RANGE 9 EAST, PRINCIPAL MERIDIAN, MONTANA, PARK COUNTY, MONTANA FOR TONY PERPIGNANO, CWG ARCHITECTS PC, INC.

PURPOSE OF SURVEY
The purpose of this survey is to retrace the exterior boundaries of a tract of land described in Deed Book 77, Page 585, located in the northeast quarter of Section 21, Township 2 South, Range 9 East, Principal Meridian, Montana, Park County, Montana. M. C. A. 76-3-404.(1).

BASIS OF BEARINGS
The bearings for this survey are based on Geodetic North, from an RTK GPS survey of the property.

PREVIOUS SURVEYS
1873 Survey of Subdivision Lines and Meanders of the Yellowstone River, Township 2 South, Range 9 East, by William H. Becker
Federal Aid Project No. FI-185(4)



1/4	SEC.	T	R
NE	21	2 S	9 E

123

124

Clerk & Recorder's Office use only:

Date Received: 2-10-06 Time Received: 1:55pm By: JH (Filing label)

550
paper copy $ 7.00
Total $12.50

Filing information:

Certificate of Survey 2047 Subdivision # _____

C/S FILING FEE: _____

LIST OTHER FEES NEEDED:

333186 Fee: $ 5.50

PARK COUNTY Filed 02/22/2006 At 09:33 AM
Denise Nelson, Clk & Rcdr By _____

REQUEST FOR CERTIFICATE REVIEW - to be completed by person submitting

Person submitting C/S or Subdivision for review:

Name:	VIRGINIA R. MUELLER
Address:	3820 BARRETT RD
Town:	HELENA, MT 59602
Phone:	406-449-8469

→*Zoning District: (If applicable)* _____

→*Exemption Claimed: (If applicable)* 76-3-404(1)

→*Sanitation Approval Papers may be necessary for lots less than 20 acres & must be submitted at time of review submission.*

Signature of person submitting survey Virginia R. Mueller **Date:** 2/10/06

Note : As per 70-22-104 Filing of corner record is required within 90 days thereafter unless the corner and its accessories are substantially as described in an existing corner record filed.

To be filled out by Review Committee:

Tara Depuy, Co. Attorney: Initial: _____ ☑Yes ☐No C/S or S/D Appears ***Suitable for Filing***

This survey appears inaccurate or incomplete and therefore unsuitable for filing at this time. It is recommended that the Commissioners instruct the Clerk & Recorder to return all documents submitted with this request form to the person submitting the plat.

Reason *unsuitable* filing: _____

Date: _____

Randy Taylor, RS Sanitarian: Initial: _____ ☑Yes ☐No C/S or S/D Appears ***Suitable for Filing***

This survey appears inaccurate or incomplete and therefore unsuitable for filing at this time. It is recommended that the Commissioners instruct the Clerk & Recorder to return all documents submitted with this request form to the person submitting the plat.

Reason *unsuitable* filing: _____

Date: _____

Jackie Robbins, Co. Planner: Intital: _____ ☑Yes ☐No C/S or S/D Appears ***Suitable for Filing***

This survey appears inaccurate or incomplete and therefore unsuitable for filing at this time. It is recommended that the Commissioners instruct the Clerk & Recorder to return all documents submitted with this request form to the person submitting the plat.

Reason *unsuitable* filing: _____

Date: 2/14/06

Chairman of County Commissioners: JRD 2-17-06

******Certificates that are within the corporate limits of a city or town are to be approved by that Governing body prior to being brought into the Clerk & Recorders office *******

Not good 1 of 2 m
New Copies will follow

R.W. #722

NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called Railway Company, in consideration of the sum of Ten Dollars ($10.00) to it paid, the receipt whereof is acknowledged, and of the agreements herein contained, does hereby grant to the STATE OF MONTANA, hereinafter called State, permission, save as herein limited, to use for and construct thereon a public highway and for no other purpose those portions of its right of way in the County of Park and State of Montana described as follows:

> Those portions of the original four hundred (400) foot main line right of way of the Northern Pacific Railway Company (from which the track has been removed) in the Northeast quarter Northeast quarter (NE¼NE¼) Section nineteen (19), Northwest quarter Northwest quarter (NW¼NW¼) Section twenty (20), Southwest quarter (SW¼) Section sixteen (16), Southeast quarter Northwest quarter (SE¼NW¼), Southwest quarter Northeast quarter (SW¼NE¼), North half South half (N½S½) and Southeast quarter Southeast quarter (SE¼SE¼) Section thirteen (13), Township two (2) South, Range [illegible] (8) East, M.P.M., Southwest quarter (SW¼) Section [illegible], North half Southwest quarter (N½SW¼), Southeast quarter Southwest quarter (SE¼SW¼), North half Southeast quarter (N½SE¼) and Southeast quarter Southeast quarter (SE¼SE¼) Section seventeen (17), Southwest quarter [illegible] Section sixteen (16), North [illegible], South half Northeast quarter (S½NE¼) [illegible] (11), Southwest quarter Northwest quarter [illegible] Southwest quarter (SW¼NW¼), Southeast [illegible] quarter (SE¼NE¼) and North half Northeast [illegible] Section twenty-two (22), Township two (2) [illegible] nine (9) East, M.P.M. shown colored RED on the plat hereto attached and hereby made a part hereof.

The rights hereby granted are subject, however, to [illegible] of the Railway Company and to permits and leases heretofore granted by said Railway Company along or across the above described premises.

The State shall not grant to any person or company permission to construct or maintain a pole line on any portion of the above described right of way, the Railway Company hereby reserving to itself the right to grant such permits provided the pole lines are so located as not to interfere with the use of the highway for public travel.

Complete set

In the event the construction and maintenance of said highway shall interfere with or damage the poles and wires of the Railway Company or the Western Union Telegraph Company, the Railway Company will relocate said poles and wires or repair any damage done thereto and the State shall pay all cost of such work upon presentation of bills therefor.

The State shall indemnify and save harmless the Railway Company from all claims for flood damage due to the construction of said highway on the Railway Company's right of way.

Dated this 6th day of February, 1947.

Witnesses:

J. S. Dow

Jean E. Jungkans

NORTHERN PACIFIC RAILWAY COMPANY,

By B. W. Scandrett
Vice President

(SEAL)

Attest:

Hugh McLeod
Assistant Secretary

STATE OF MINNESOTA)
) ss
County of Ramsey.)

On this 6th day of February in the year 1947, before me, O. E. Theitz, a Notary Public, for the State of Minnesota, personally appeared B. W. Scandrett, known to me to be the Vice President of the Northern Pacific Railway Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year in this certificate first above written.

(SEAL)

O. E. Theitz
Notary Public, Ramsey Co., Minn.
My commission expires Jan. 24, 1951.

FAP 185

Park County

NORTHERN PACIFIC RAILWAY CO.

TO

STATE OF MONTANA

41897

PAGE 401

24 RECORD OF DEEDS

Park COUNTY

March 1, 1947

RECORDED

March 11, 1947

R.W. 4722

NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called Railway Company, in consideration of the sum of Ten Dollars ($10.00) to it paid, the receipt whereof is acknowledged, and of the agreements herein contained, does hereby grant to the STATE OF MONTANA, hereinafter called State, permission, save as herein limited, to use for and construct thereon a public highway and for no other purpose those portions of its right of way in the County of Park and State of Montana described as follows:

> Those portions of the original four hundred (400) foot main line right of way of the Northern Pacific Railway Company (from which the track has been removed) in the Northeast quarter Northeast quarter (NE¼NE¼) Section nineteen (19), Northwest quarter Northwest quarter (NW¼NW¼) Section twenty (20), Southwest quarter (SW¼) Section sixteen (16), Southeast quarter Northwest quarter (SE¼NW¼), Southwest quarter Northeast quarter (SW¼NE¼), North half South half (N½S½) and Southeast quarter Southeast quarter (SE¼SE¼) Section thirteen (13), Township two (2) South, Range eight (8) East, M.P.M., Southwest quarter (SW¼) Section eighteen (18), North half Southwest quarter (N½SW¼), Southwest quarter Southwest quarter (SW¼SW¼), North half Southeast quarter (N½SE¼) and Southeast quarter Southeast quarter (SE¼SE¼) Section seventeen (17), Southwest quarter Southwest quarter (SW¼SW¼) Section sixteen (16), North half North half (N½N½), South half Northeast quarter (S½NE¼) Section twenty-one (21), Southwest quarter Northwest quarter (SW¼NW¼), East half Northwest quarter (E½NW¼), Southwest quarter Northeast quarter (SW¼NE¼) and North half Northeast quarter (N½NE¼) Section twenty-two (22), Township two (2) South, Range nine (9) East, M.P.M. shown colored RED on the plat hereto attached and hereby made a part hereof, marked Exhibit "A".

The rights hereby granted are subject, however, to existing rights of the Railway Company and to permits and leases heretofore granted by said Railway Company along or across the above described premises.

The State shall not grant to any person or company permission to construct or maintain a po[illegible] line on any portion of the above described right of way, the Ra[illegible] by reserving to itself the right to grant such pe[illegible] lines are so located as not to interfere [illegible] for public travel.

State Highway Commission of Montana

COPY

Federal Aid Project No. 185 County of PARK

RIGHT-OF-WAY DEED

Know All Men By These Presents:

That WE, MARY E. JESSON and ALMA E. SMITH, - - - - - - - - - - - - - - -

of LIVINGSTON, MONTANA - - - - - - - - - - - - - - - - - for, and in consideration of the sum of ONE DOLLAR ($1.00) - lawful money of the United States to them in hand paid by the State of Montana, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the State of Montana, a perpetual easement and right-of-way for the construction of a state highway over, across, covering and embracing the following described parcels of land situated in P A R K - - - - - - - - - - - - County, State of Montana, to-wit:

A tract of land in the SE¼ of Sec. 17, T. 2 S., R. 9 E., M.P.M., in Park County, Montana, more particularly described as follows:

A strip of land 80 feet wide, being 40 feet wide on each side of the following described center line: Beginning at a point on the west line of said SE¼ of Sec. 17, which said point bears north along said quarter line a distance of 1955 feet from the south quarter corner of said Sec. 17; thence from said point of beginning, easterly along a curve to the right of 1432.5 feet radius, 112 feet; thence S. 80° 26' E., 503.5 feet; thence along a curve to the right of 2865 feet radius, 1550 feet; thence S. 49° 26' E., 805.5 feet, more or less, to the point of intersection with the east line of said Sec. 17, said point of intersection bearing north along said section line a distance of approximately 800 feet from the SE corner of said Sec. 17, and containing in all 5.46 acres, more or less.

Also a tract of land in the N½ of Sec. 21, T. 2 S., R. 9 E., M.P.M., in Park County Montana, more particularly described as follows:

A strip of land ~~80~~ 60 feet wide, being ~~40~~ 30 feet wide on each side of the following described center line: Beginning at a point on the north line of said Sec. 21, which said point bears east along said section line a distance of 740 feet from the NW corner of said Sec. 21; thence from said point of beginning, S. 57° 43' E., 84.1 feet; thence along a curve to the left of 1432.5 feet radius, 953.3 feet; thence S. 79° 15' E., 3334.6 feet, more or less, to the point of intersection with the east line of said Sec. 21, said point of intersection bearing north along said section line a distance of 1165 feet from the east quarter corner of said Sec. 21, and containing in all ~~6.93~~ 6.7 acres, more or less.

TO HAVE AND TO HOLD all of the above described and conveyed property unto the State of Montana, and its successor or successors in interest so long as the same is used as a public highway.

IN WITNESS WHEREOF WE HAVE HEREUNTO SUBSCRIBED OUR NAMES

this 14th day of October A. D. 19

Mary E. Jesson
Mary E. Jesson

Alma E. Smith
Alma E. Smith

STATE OF MONTANA
County of Park } ss.

On this 14th day of October A. D. 19 29, before me, J. C. Vilas A Notary Public in and for the State of MONTANA, personally appeared MARY E. JESSON and ALMA E. SMITH known to me to be the PERSONS WHOSE NAMES ARE SUBSCRIBED TO the within instrument, and acknowledged to me that THEY executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

J. C. Vilas
Notary Public for the State of Montana
Residing at Livingston, Montana
My Commission expires

Seal.

COPY

N.L.P. No. 180

PIKE COUNTY

RIGHT OF WAY DEED

MARY E. JENKINS and ANNIE E. [illegible]

to

THE STATE OF [illegible]

[illegible] 253

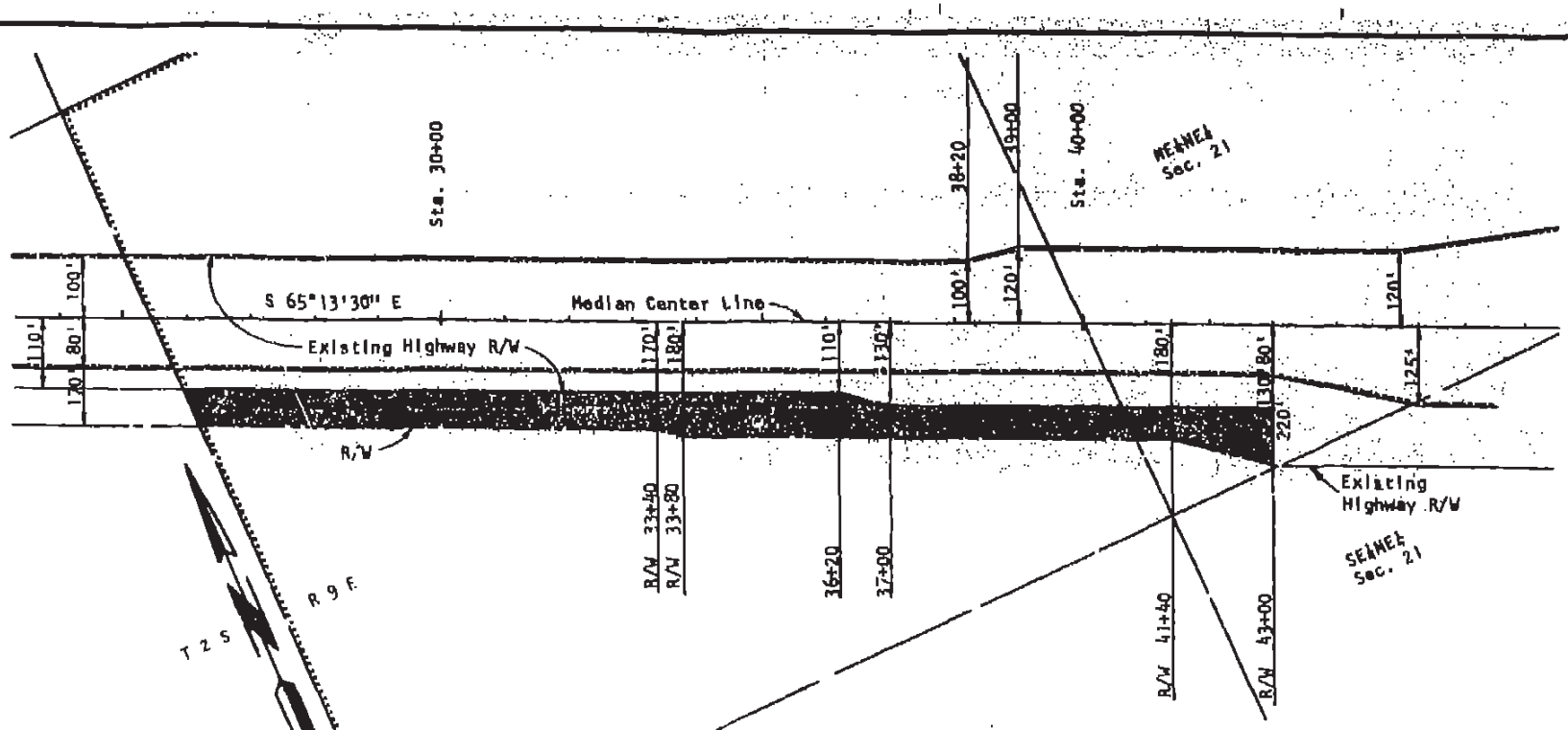
VOLUME 62 RECORD OF DEEDS

Pike [illegible]

ON Nov. 2, 1929

ORIGINAL FILED WITH [illegible] AND

OF STATE ON Nov. 2, 1929



Sta. 30+00.0 is South 530.7 feet and East 3155.6 feet, more or less, from the southwest corner of Section 16.

STATE OF MONTANA
DEPARTMENT OF HIGHWAYS
Right of Way Plat

PROJECT NO. I-90-7(28)318 PARCEL NO. 13
PARK COUNTY, MONTANA

LEGEND

OWNERSHIP BOUNDARY ..... ACCESS CONTROL LINE .....
TRACT CONVEYED SCALE: ONE INCH = 200 FEET

THIS PLAT IS PREPARED FROM THE STATE OF MONTANA, DEPARTMENT OF HIGHWAYS RIGHT OF WAY PLAN ON FILE IN THE OFFICE OF THE COUNTY CLERK AND RECORDER

SHEET NO 1 OF 1

FORM 40

STATE OF MONTANA

DEPARTMENT OF HIGHWAYS

RIGHT OF WAY SECTION

PROJECT NO. I-90-7(28)318 PARCEL NO. 13 COUNTY OF Park

BARGAIN AND SALE DEED

THIS INDENTURE, made this 26th day of Feb., 1975, pursuant to Section 32-2413, R.C.M., 1947:

IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) & OTHER GOOD & VALUABLE CONSIDERATIONS:

lawful money of the United States to them in hand paid by the STATE OF MONTANA,

the receipt whereof is hereby acknowledged, WITNESSETH THAT

JOHN M. JESSON AND MARGIE JESSON

do hereby GRANT, BARGAIN, SELL and CONVEY unto the STATE OF MONTANA for the benefit and use of its DEPARTMENT OF HIGHWAYS, the following-described real property, to-wit:

A tract of land in the N½NE¼ and the SE¼NE¼ of Section 21, Township 2 South, Range 9 East, M.P.M., Park County, Montana, as shown by the shaded area on the plat consisting of one sheet attached hereto and made a part hereof, and containing an area of 2.3 acres, more or less.

ALSO, the grantors hereby convey to the State of Montana all rights of ingress and egress (including all existing, future, or potential easements of access, light, view and air) over and across the access control lines shown on said attached plat.

It is expressly intended and agreed that these covenants, burdens and restrictions shall run with the land and shall forever bind the grantors, their heirs, successors and assigns.

EXCEPTING AND RESERVING, however, all gas, oil, and minerals (gravel and other road building materials excepted) beneath the surface of the above described and conveyed premises, together with the right to extract the same, provided that in the exercise of such right the surface thereof shall not be disturbed, interfered with, or in anywise damaged.

FURTHER EXCEPTING AND RESERVING unto the grantors, their successors and assigns all water, water rights, ditches, canals, irrigation systems, pertaining to or appurtenant, if any, including but not limited to, water rights or claims, bonds, certificates, contracts and any and all other indicia of water, water right and ditch ownership, or any interest therein appurtenant to the land described therein, save and except ground water for the use, benefit and purposes of the grantor.

TO HAVE AND TO HOLD the above described and conveyed premises, with all the appurtenances, hereditaments, tenements, hereditaments and appurtenances thereto, unto the STATE OF MONTANA, and to its successors and assigns forever.

IN WITNESS WHEREOF the undersigned has executed these premises the day and year first above written.

John M. Jesson

Margie Jesson

STATE OF Montana
County of Park } ss.

On this 26th day of February A. D. 195, before me Albert W. Boehm a Notary Public in and for the State of Montana, personally appeared JOHN M. JESSON and MARGIE JESSON

known to me to be the person whose names subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notarial Seal

Notary Public for the State of Montana
Residing at Butte - Mont.
My Commission expires April 30, 1976

STATE OF
County of } ss.

On this day of A. D. 19, before me
a Notary Public in and for the State of, personally appeared

known to me to be the person whose name subscribed to the within instrument and acknowledged to me that executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notarial Seal

Notary Public for the State of
Residing at
My Commission expires

(50-7(28))
Montana
Park County
BARGAIN AND SALE DEED
John M. & Margie Jesson
TO
STATE OF MONTANA
Recording No. 136064
Filed for recording with the County Clerk and Recorder of Park County on 2 Feb 9 1975 and recorded in book Roll 11 of 1102 on page 923
Original deed filed with the Secretary of State on 4-18 1975
13 (Parcel No.)

Form 40—2M—6-48 THURBER'S, HELENA

State Highway Commission of Montana

RIGHT OF WAY ACQUISITION UNIT

PROJECT: FI 185(4)

BARGAIN AND SALE DEED

THIS INDENTURE, made this 2nd day of October, 1948 : IN CONSIDERATION of the sum of - - - - - FIVE HUNDRED EIGHTY ONE AND 50/100 DOLLARS ($581.50) - - - - - - lawful money of the United States to them in hand paid by the STATE OF MONTANA, the receipt whereof is hereby acknowledged,

ALMA E. SMITH, a married woman, and

MARY P. JESSON, a married woman, both of

Livingston, Montana,

do hereby GRANT, BARGAIN, SELL and CONVEY unto the STATE OF MONTANA for the benefit and use of its State Highway Commission, the following described real property, to-wit:

533+03.4 to 561+49.2

A tract of land in SE¼ Sec. 17, T2S, R9E, M.P.M., Park County, Montana, more particularly described as follows:

A strip of land 140 feet wide, being 80 feet wide on the northerly side and 60 feet wide on the southerly side of the following described center line: Beginning at a point on the west line of said SE¼, which said point is north 1950.6 feet, and east 2601.7 feet, more or less, from the southwest corner of said Sec. 17; thence from the said point of beginning easterly along a curve to the right of 2292.0 feet radius, 1262.9 feet; thence S 61° 00' E., 1582.9 feet, more or less to a point on the east line of said Sec. 17, which said point bears northerly along said east line a distance of 1044.2 feet, more or less, from the southeast corner of said Sec. 17, and containing in all 9.15 acres, more or less. (Gross acreage 9.15; present highway acreage 6.35; net acreage 2.80).

590+32.8 to 616+65.0

A tract of land in N½NE¼ Sec. 21, T2S, R9E, M.P.M., Park County, Montana, more particularly described as follows:

All of the land in said N½NE¼ lying north of a line that is parallel to and 70 feet southerly when measured at right angles from the following described center line: Beginning at a point, which said point is north 77.6 feet, more or less, from the north quarter corner of said Sec. 21; thence from the said point of beginning S 81° 37' E., 2632.2 feet, more or less to a point on the east line of said Sec. 21, which said point bears northerly along said east line a distance of 2352.0 feet, more or less, from the east quarter corner of said Sec. 21, and containing in all 11.07 acres, more or less.

SPECIAL CONSIDERATIONS:

1) Farm entrance right Sta. 534+20.0.
2) Channel change irrig. ditch outside of right of way Sta. 552+90.0 to 554+60.0.
3) Sta. 557+33.0 - 84" diameter pipe to be used as stockpass and drainage.
4) Sta. 560+50.0 - farm entrance left.
5) Channel change irrig. ditch outside of right of way Sta. 592+50.0 to 614+00.0.
6) Farm entrance right Sta. 615+00.0.

The State of Montana shall pay to the undersigned or their successors the sum of $1.00 per rod to cover all costs for the resetting of fence, and $1.50 per rod for the building of fence along the above-described right of way, which the undersigned or their successors agree and covenant to reset and build immediately following the exercise of this instrument by the State of Montana.

TO HAVE AND TO HOLD the above described and conveyed premises, with all the reversions, remainders, tenements, hereditaments and appurtenances thereto, unto the STATE OF MONTANA, and to its successors and assigns forever.

IN WITNESS WHEREOF the undersigned ha ve executed these premises the day and year first above written.

(Alma E. Smith)

(Mary P. Jesson)

STATE OF MONTANA
County of PARK } ss.

On this 2nd day of October A. D. 1948, before me Martin R. Clarke a Notary Public in and for the State of Montana, personally appeared Alma E. Smith, a married woman, and Mary P. Jesson, a married woman,

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate firs above written.

Notarial Seal

Notary Public for the State of Montana
Residing at Helena, Montana
My Commission expires Sept. 30, 1951

STATE OF
County of } ss.

On this day of A. D. 19, before me a Notary Public in and for the State of, personally appeared

known to me to be the person whose name subscribed to the within instrument and acknowledged to me that executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notarial Seal

Notary Public for the State of
Residing at
My Commission expires

FI 185(4) (Project No.)
2, 4 (Parcel No.)
Stationing:
533+03.4 to 561+49.2
590+32.8 to 616+65.0
PARK County
BARGAIN AND SALE DEED
ALMA E. SMITH, et al

TO
STATE OF MONTANA

Recording No. 47517
Filed for recording with the County Clerk and Recorder of Park, Nov. 17th, 1948
County on
and recorded in book 77
of Deeds on page 585
Original deed filed with the Secretary of State on November 23, 1948

PARTIAL RELEASE OF REAL ESTATE MORTGAGE

(Loan Number 36793)

THIS CERTIFIES that THE FEDERAL LAND BANK OF SPOKANE, a corporation organized and existing under the Federal Farm Loan Act, approved July 17, 1916, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, hereby releases from the lien of that certain mortgage, executed by Alma Evans, et al

to THE FEDERAL LAND BANK OF SPOKANE, dated November 27, 19 26, and recorded in Book 21 of Mortgages on page 190, in the office of the County Clerk and Recorder of Park County, State of Montana, that part of the property covered by said mortgage, described as follows:

A strip of land 140 feet wide, being 80 feet wide on the Northerly side and 60 feet wide on the Southerly side of the following described center line: Beginning at a point on the West line of the Southeast Quarter of Section 17, Township 2 South, Range 9 East of the Montana Meridian North 1950.6 feet, and East 2601.7 feet, more or less, from the Southwest corner of said Section 17, thence from the said point of beginning Easterly along a curve to the right of 2292 feet radius, 1262.9 feet, thence South 61° East 1582.9 feet, more or less, to a point on the East line of said Section 1044.2 feet North from the Southeast corner of said Section 17; also

All of the land in the North Half of the Northeast Quarter of Section 21, Township 2 South, Range 9 East of the Montana Meridian lying North of a line that is parallel to and 70 feet Southerly when measured at right angles from the following described center line: Beginning at a point which is North 77.6 feet from the North quarter corner of said Section 21, thence from the said point of beginning South 81° 37' East 2632.2 feet, more or less, to a point on the East line of said Section 2352 feet North of the East Quarter corner of said Section 21, Park County, Montana.

It is expressly understood that this release shall not in any way affect or impair the right of THE FEDERAL LAND BANK OF SPOKANE to hold under the said mortgage and as security for the sum remaining due thereon the remainder of the premises therein conveyed and not hereby released.

IN TESTIMONY WHEREOF, said corporation has caused its name to be signed hereto and its corporate seal to be affixed this 21st day of October, 1948.

Attest:

C. D. Putz
Assistant Secretary

THE FEDERAL LAND BANK OF SPOKANE.

By S. C. Fish
Vice President

STATE OF WASHINGTON,
COUNTY OF SPOKANE, } ss.

On this 21st day of October, 19 48, before me, a notary public in and for the above named county and state, personally appeared S. C. Fish, to me known to be the Vice-President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

E. C. Prestbye
Notary Public, residing at Spokane.

Approved as to Form
ECP

My commission expires October 7, 1951.

F3-530 -M2379 Rev. 4-40

47220

Partial Release of Mortgage

FEDERAL LAND BANK
(Alma E. Smith, et al)

TO

STATE OF MONTANA

STATE OF Montana
County of Park } ss.

I hereby certify that the within instrument was filed for record in the office of the County Clerk of said County on the 17th day of Nov. A. D. 1948, at 9 o'clock and — minutes, a M., at the request of Rel. of and recorded in Book 7 of Mortgages on page 586

H. R. L. Bailie
County Clerk & Recorder

By ..... Deputy.

Recorded on ....., 19 .....

By ..... Deputy.

Mail to .....

File Sec. of State 11/23/48

Form No. 27—1M 3-46 5775

STATE HIGHWAY COMMISSION OF MONTANA

Right of Way Acquisition Unit

FI 185(4)
(Project)

10, Bozeman
(Highway District)

STATE HIGHWAY COMMISSION
BOZEMAN, MONTANA
RECEIVED
JUN 4 - 1949

Permit to Use Right of Way

KNOW ALL MEN BY THESE PRESENTS:

That the STATE OF MONTANA, by and through its State Highway Commission, of Helena, hereinafter called the "State," in consideration of the rentals to be paid and of the agreements of

SMITH & JESSON, of Livingston, Montana,

permittee, hereinafter set forth, hereby permits said permittee to enter upon the following-described land:

561+49.2 to 590+32.8

A tract of land in S½SW¼ Sec. 16, T2S, R9E, M.P.M., Park County, Montana, more particularly described as follows:

All that land in the said S½SW¼ lying south of a line parallel to and 70 feet southerly from the center line of the new state highway as it is being constructed across the aforementioned sub-division and containing in all 22.40 acres, more or less.

Permittee agrees to the conditions of entry and use of the premises above-described as follows:

(1) RENTAL. Rental shall be $1.00 indefinite period.

This lease is considered part of the right of way deal and, therefore, no consideration.

(2) TERM. This permit shall be in full force and effect from the date hereof until revoked as herein provided.

(3) ASSIGNMENT. This permit is assignable by permittee upon giving notice to the State, but permit may not be assigned to a party other than one having an interest in the abutting land. It is the intent that this permit shall follow the ownership or use of the abutting premises.

(4) STRUCTURES. Except fences, no structures of any nature may be placed upon the land herein described, which said fences must be removed within a reasonable time at the sole expense of permittee upon revocation of this permit as herein provided.

(5) REVOCATION. This permit may be revoked by State upon giving ten (10) days notice by ordinary mail, directed to the last known address of the permittee or his assignee, but the State reserves the right to re-enter upon the premises without notice in the event permittee, or assignee, breaks any of the conditions herein stated.

(6) PUBLIC EMERGENCY. RE-ENTRY. In the event a public emergency necessitates the immediate use of the land herein described, the State reserves the right to re-enter the premises without notice, but the interests and property of the permittee will be given such protection as is reasonably possible in the circumstances.

(7) RE-ENTRY. DAMAGE. Neither the State, the State Highway Commission, (or the commissioners composing said commission), its agents, contractors, nor employees shall be liable for any damage incident to re-entry upon the premises for any reason.

(8) ADVERSE POSSESSION. Adverse possession shall not run against the premises herein described.

(9) REMOVAL OF FENCES UPON REVOCATION. Upon revocation of this permit as mentioned under section 5 above, any fences erected upon the premises under this permit shall be removed at the sole expense of the permittee within a reasonable time, which time shall be determined solely by the State, and if said fences are not removed within the time specified, then the State, its agents, contractors or employees may remove said fences and shall not be liable for any damage caused by such removal.

(10) USE OF PREMISES. Premises are not to be used for commercial purposes and shall be kept in a neat and sightly condition by permittee.

(11) SIGNS. Permittee shall not erect, or permit to be erected, any signs upon the land herein described, except road signs duly authorized by State.

(12) NOXIOUS WEEDS. Permittee shall eradicate noxious weeds upon the premises, at his sole expense.

(13) INQUIRIES. Permittee shall communicate any inquiries concerning this permit to DISTRICT ENGINEER, STATE HIGHWAY COMMISSION, BOZEMAN Montana.

IN WITNESS WHEREOF, the State of Montana, by and through its State Highway Commission, has caused this permit to be executed by its officers thereunto duly authorized, this JUN 1 - 1949 ~~day of~~

APPROVED 6/4/49 (Date)

District Engineer

APPROVED June 1, 1949 (Date)

Right of Way Engineer

STATE OF MONTANA
STATE HIGHWAY COMMISSION OF MONTANA

By Land Agent

ACCEPTED (Date)

Permittee

ASSIGNED TO: DATE:

INSTRUCTIONS. Three copies of this form shall be prepared. It shall be forwarded through District Engineer, who will approve as indicated, secure signature of permittee and return all copies to Helena. Upon completion, Right of Way Unit will forward copy to permittee and to District Engineer, who shall collect rentals annually and transmit to Right of Way Unit, Helena.

185 (4) (Project)

10 (Highway District)

S. B. L. C. - Parcel 3 (Original Owner)

Permit to Use Right of Way

STATE OF MONTANA, by and through its State Highway Commission

TO

SMITH & JESSON

Permittee

DATE: June 1, 1949

TERM: Indef.

RENTAL: none

ASSIGNED TO:

DATE ASSIGNED:

RECORD OF RENTALS PAID

FROM	TO	AMOUNT	DATE

Form No. 152 Rev.—1M—12-47 THURNER'S, HELENA

OFFICIAL FILE
RIGHT OF WAY ACQUISITION UNIT

MONTANA HIGHWAY DEPARTMENT

HELENA, MONTANA

Designation: LIVINGSTON WEST **District:** 10

Offer Sent			
Parcel Closed			
Instruments Prep.			
Compensation Paid	# 455328		
Land & Other	NOV 8 1948	$581.50	Ord. FLB
Fence	JUL 15 1949	$	AUG 30 1950 183.00
Deed Received	10/2/48		
" Recorded	11/12/48		
" Filed	11/23/48		
Release Received	11-13-48		
" Recorded	11/12/48		
" Filed	11/23/48.		
P. F. R. Received			
F. F. R. Received			
10-25-48	Fence notice		
3-4-50	Ditto #3 & #4		

B & A.

Option Expires:

APPROVED

By: P.G. Poore

Date: 10/5/48

Report Typed: 10/6/48

By: ak

PROJECT NO.	FROM	TO	CLASS
FAR. 2	533+03.4	561+48.2	F.T.
4	590+33.8	616+65.0	

Record Owner: Alice L. Smith & Mary P. Sears, Livingston, Montana

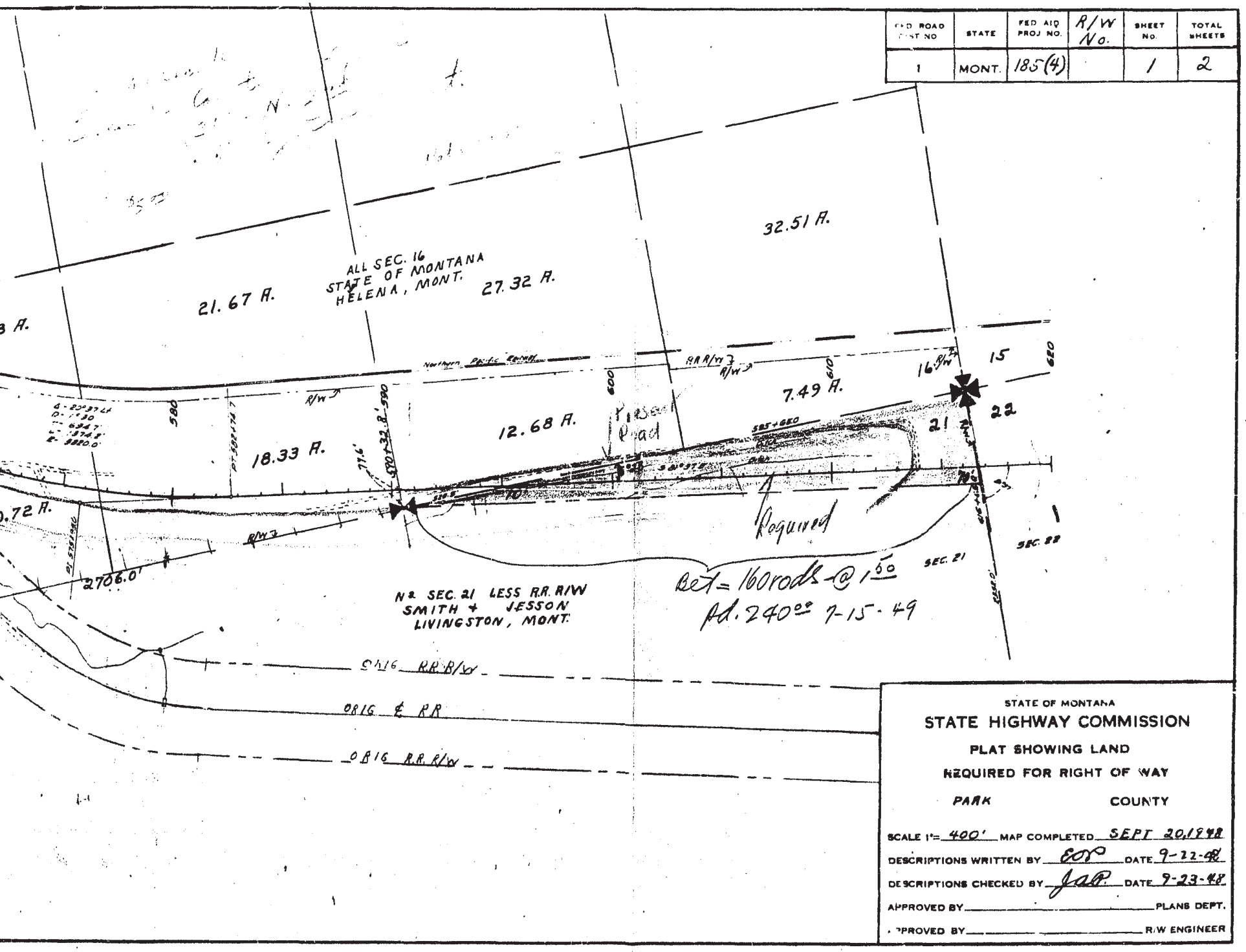
Mortgagee: Federal Land Bank, Bozeman

Cont. Purchaser:

Lessee:

WTX-10-11

FED ROAD DIST NO	STATE	FED AID PROJ NO.	R/W No.	SHEET NO.	TOTAL SHEETS
1	MONT.	185(4)		1	2



STATE OF MONTANA

STATE HIGHWAY COMMISSION

PLAT SHOWING LAND REQUIRED FOR RIGHT OF WAY

PARK COUNTY

SCALE 1" = 400' MAP COMPLETED SEPT 20, 1948

DESCRIPTIONS WRITTEN BY EOP DATE 9-22-48

DESCRIPTIONS CHECKED BY JAP DATE 9-23-48

APPROVED BY _____ PLANS DEPT.

APPROVED BY _____ R/W ENGINEER

File Attachments for Item:

E. PRESENTATION OF CITY COMMISSION PRIORITIES AND WORKPLAN

LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: February 17, 2026

TO: Chair Nootz and City Commissioners

FROM: Grant Gager, City Manager

RE: Staff Report for Work Plan for Commission Priorities from January 14, 2026, Work Session

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Recommendation and Summary
The City Manager is presenting a work plan related to City Commission priorities as discussed at the January 14, 2026, City Commission Work Session. As such, no motion is requested or required.

The reason for the transmittal is as follows:

- The Livingston City Commission held a work session on January 14, 2026, to discuss priorities to focus on.

Introduction and History
At its meeting on January 6, 2026, the City Commission decided to hold a work session to discuss priorities for calendar year 2026 and beyond. The City Commission met on January 14, 2026, for that work session.

Analysis
The attached documents outline initial steps and timelines related to the priorities discussed on January 14, 2026.

Fiscal Impact
There is no fiscal impact arising from this presentation.

Strategic Alignment
The establishment of priorities by the Commission helps ensure that the City Manager, staff and community remain aligned in their expectations of work performed by the City.

Attachments

- Attachment A: List of Priorities and Schedule

Topic / Item	Priority Level	Next Step in Process	2026									
			March	April	May	June	July	August	September	October	November	December
Infrastructure												
Crossing	High	Request for Proposal										
Veteran's Memorial	High	Goal-setting and Project Scoping										
Operations												
Disaster Preparation (Community Wildfire Protection Plan, Evacuation)	High	CWPP Participation Emergency Plan Update										
Emergency Services (staffing, organization)	High	FY 2027 Budget Development										
Wellness Center	High	Construction Programming Meetings										
Commission Meetings/Policy												
Annexation Policy	High	Policy Discussion and Development										
Communications (Surveys, TV, Meetings, Proclamations, Listening Sessions, Department Updates)	High	Review of Existing (March 3)										
Economic Oppurtunity/Development	High	Business Owners Meeting (March 16, Beanery)										
Urban Renewal Plan update	High	Review of Info from Business Owner's Meeting										