



Livingston City Commission Agenda

March 18, 2024 — 5:30 PM

City – County Complex, Community Room

<https://us02web.zoom.us/j/81057506712?pwd=9unGTZ3aQgHpJQAEjwplUQ4YnisyTn.1>

Meeting ID: 810 5750 6712

Passcode: 735504

1. Call to Order

2. Roll Call

3. Public Comment

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

4. Consent Items

A. APPROVAL OF MINUTES FROM MARCH 04, 2025, REGULAR MEETING PG.4

B. APPROVAL OF CLAIMS PAID 2/27/25 - 3/12/25 PG.9

C. APPROVAL OF LETTER OF SUPPORT FOR PARK COUNTY MONTANA TRANSPORTATION ALTERNATIVES GRANT PROGRAM APPLICATION PG.22

D. PURCHASE ORDER 20161 WITH ENVIRO-CLEAN FOR 2024 VAC-CON COMBINATION VAC/JET TRUCK PG.27

E. AGREEMENT 20163 WITH PARK COUNTY FOR PLACEMENT OF COMMUNICATIONS EQUIPMENT ON AN ANTENNA TOWER PG.35

F. AGREEMENT 20164 RIGHT-OF-WAY ENCROACHMENT LICENSE PG.39

G. AUTHORIZATION TO DESTROY CERTAIN MUNICIPAL RECORDS PG.54

5. Proclamations

A. A PROCLAMATION OF THE CITY COMMISISON OF THE CITY OF LVINGSTON MONTANA, DECLARING MARCH 20, 2025 AS SPRING EQUINOX DAY IN LIVINGSTON MONTANA PG.64

6. Scheduled Public Comment

7. Action Items

A. PRESENTATION OF RESERVOIR PARK GEODESIGN WORKSHOP REPORT PG.67



- B. ORDINANCE 3058: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY REZONING PROPERTY LOCATED ON ALPENGLOW LANE AND LEGALLY DESCRIBED AS PARCEL 5B, ACRES 31.29 AND PARCEL 1D, ACRES 80.71, IN SO8, TO2, R10 E, P.M.M. COUNTY OF PARK, STATE OF MONTANA, COS 2907RB, FROM LIGHT INDUSTRIAL (LI) TO MIXED USE (MU). [PG.83](#)**
- C. RESOLUTION NO. 5157: A RESOLUTION OF THE CITY OF LIVNGSTON, MONTANA, ANNEXING THE PARCEL AT 38 LOVES LANE. [PG.117](#)**
- D. APPEAL OF HISTORIC PRESERVATION COMMISSION DECISION REGARDING A DEMOLITION PERMIT APPLICATION FOR 218 S. 2ND STREET [PG.155](#)**

8. City Manager Comment

9. City Commission Comments

10. Adjournment

Calendar of Events

Supplemental Material

Notice

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

File Attachments for Item:

A. APPROVAL OF MINUTES FROM MARCH 04, 2025, REGULAR MEETING



Livingston City Commission Minutes

March 04, 2025 — 5:30 PM

City – County Complex, Community Room

<https://us02web.zoom.us/j/84098264676?pwd=PaNepcFHexnsMqnnVNsOpVa5EaoB5o.1>

Meeting ID: 840 9826 4676

Passcode: 560860

1. Call to Order

Chair Schwarz called the meeting to order at 5:35pm

2. Roll Call

Commissioners Present

- Chair Schwarz
- Commissioner Kahle
- Commissioner Lyons
- Commissioner Willich

City Staff Present

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

3. Public Comment

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

Chair Schwarz invited public comments on non-agenda or consent items and reminded speakers of the time limit and relevant rules.

Public Comment was offered by:



- Shelby expressed concerned about the interstate being closed and what happens with traffic congestion in town and wondered if there were better options or plans in place.

The City Manager reminded that public safety is not at risk during closures because Police and EMS/Fire services do use alternate routes during interstate closures. He state he is working with Montana Dept. of Transportation on this issue as well.

4. Consent Items

A. APPROVAL OF MINUTES FROM FEBRUARY 18, 2025, REGULAR MEETING [PG.4](#)

B. APPROVAL OF CLAIMS PAID 2/13/25 - 2/26/25 [PG.26](#)

C. JUDGES MONTHLY REPORT JANUARY 2025 [PG.37](#)

D. 2024 SUMMARY FOR HISTORICAL PRESERVATION COMMISSION [PG.39](#)

Commissioner Lyons motioned to approve all consent items seconded by Commissioner Kahle. Unanimously approved.

5. Proclamations

6. Scheduled Public Comment

7. Action Items

A. APPROVAL OF LETTER TO CONGRESSIONAL DELEGATION REGARDING FEDERAL SPENDING [PG.41](#)

The City Manager stated this item is a draft letter to the Livingston Federal Delegation regarding the ongoing review of federal spending. He reminded this letter was placed on the agenda at the request of the City Commission and also followed a meeting that the City Manager and Commission Kahle attend with local business owners where their concerns surrounding this matter were discussed in detail.

Commissioner Lyons expressed concerns about missing language in this letter regarding federal employees and feels that mentioning the impact of federal employment in our county might be meaningful to state. He feels a sentencing stating " In December 2024 there were nearly 15,000 federal employees in the state of Montana, and the federal government is one of the largest employers in Park County with these jobs have a significant multiplying effect on the local economy."

Commissioner Willich expressed liking the letter, but believes it will fall on deaf ears, and expressed concerns about it possibly putting a target on us that we've written a letter disagreeing with the way our representatives are handling the federal government.

Commissioner Kahle stated she has had an opportunity to meet with some federal employees who have lost their jobs and shared all the different groups that have also sent letters, or will be sending letters. She feels as a gateway community we will suffer and feels strongly that we need to do our part and speak up and ask for help.



Chair Schwarz agreed that to do nothing is a disservice to our City and County. He is not sure the letter will go anywhere, but he supports sending it.

Commissioner Lyons motioned to approve action item A. with his added sentence seconded by Commissioner Kahle. Unanimously approved.

B. ORDINANCE 3057: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 2, GOVERNMENT AND ADMINISTRATION, OF THE LIVINGSTON MUNICIPAL CODE, BY CREATING A CONFLICT OF INTEREST POLICY. PG.46

The City Manager stated this item is presented today at the request of the City Commission from a discussion held at the January 7th meeting and February 4th meeting regarding the development of this policy. It's brought today as something to apply to the City Commission and Advisory Boards, but not to City employees.

Commissioner Lyons asked about the timeframe for prior employment being 6 months and wondered how it compared to other locations.

The City Manager stated this was pretty standard across other cities.

Commissioner Willich expressed he thought this should clear up a lot and help maintain public trust.

Commissioner Lyons pointed out an editing issue on page 50 in section 2-30. He expressed that 6 months doesn't seem like a long enough time frame and would like to extend it to a year.

Commissioner Kahle agreed with extending the time frame out to a year.

Commissioner Lyons came back and stated he would really feel comfortable with 2 years.

The City Manager stated that since it doesn't stop someone from serving on that board or commission and it is only related to the topic revolving around the conflict of interest then the Commission does have ability to set this at 2 years.

Commissioners discussed conflict of interest being related to money and/or just employment. They reviewed a few different scenarios and examples between each other and with the City Manager for clarification on the policy.

Commissioner Lyons motioned to approve the first reading of Ordinance 3057 with edits listed

- Page 50 section 2-30 section 2 eliminating directly or indirectly
- Page 51 section 2-31 change 6 months to 2 years
- Section 2-32 adding his or her outside employment or financial interest

Seconded by Commissioner Willich. Unanimously approved.



8. City Manager Comment

The City Manager thanked the City Streets crew for their hard work in the month of February.

9. City Commission Comments

Commissioner Willich – no comment

Commissioner Lyons shared that meteorological winter came in 1.4 degrees below average in Livingston.

Commissioner Kahle thanked the Streets Crew for their hard work. She thanked the City Manager for pulling the meeting together with downtown business owners.

Chair Schwarz thanked all City staff for their work.

10. Adjournment

6:23 PM Commissioner Lyons motioned to adjourn seconded by Commissioner Kahle. Unanimously approved

Calendar of Events

Supplemental Material

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4. elis.

File Attachments for Item:

B. APPROVAL OF CLAIMS PAID 2/27/25 - 3/12/25

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
AAA CLEANING, LLC							
3727	AAA CLEANING, LLC	251	clty hall cleaning	02/28/2025	2,000.00	2,000.00	03/06/2025
3727	AAA CLEANING, LLC	252	Bennett St cleaning	02/28/2025	156.25	156.25	03/06/2025
3727	AAA CLEANING, LLC	252	Bennett St cleaning	02/28/2025	156.25	156.25	03/06/2025
3727	AAA CLEANING, LLC	252	Bennett St cleaning	02/28/2025	156.25	156.25	03/06/2025
3727	AAA CLEANING, LLC	252	Bennett St cleaning	02/28/2025	156.25	156.25	03/06/2025
3727	AAA CLEANING, LLC	253	cIVIC CENTER	02/28/2025	2,600.00	2,600.00	03/06/2025
Total AAA CLEANING, LLC:					5,225.00	5,225.00	
ALPINE ELECTRONICS RADIO SHACK							
402	ALPINE ELECTRONICS RADIO	10314580	Office Supplies	02/26/2025	2.25	2.25	03/11/2025
402	ALPINE ELECTRONICS RADIO	10314747	ink	03/03/2025	137.23	137.23	03/11/2025
Total ALPINE ELECTRONICS RADIO SHACK:					139.48	139.48	
BALCO UNIFORM COMPANY, INC.							
3371	BALCO UNIFORM COMPANY, IN	81573-3	Uniform-EMANUEL	02/24/2025	99.20	99.20	03/06/2025
3371	BALCO UNIFORM COMPANY, IN	82022-2	Uniform-ENGLE	02/26/2025	99.20	99.20	03/06/2025
3371	BALCO UNIFORM COMPANY, IN	82562-1	Uniform-EPSTEIN	01/28/2025	176.40	176.40	03/11/2025
3371	BALCO UNIFORM COMPANY, IN	82654	Uniform-BRUMMEL	02/05/2025	119.09	119.09	03/11/2025
3371	BALCO UNIFORM COMPANY, IN	82677-1	Uniform-ONEILL	02/25/2025	902.70	902.70	03/06/2025
Total BALCO UNIFORM COMPANY, INC.:					1,396.59	1,396.59	
BETTER DAYS CLEANING							
10004	BETTER DAYS CLEANING	1375	CLEANING	02/28/2025	875.00	875.00	03/06/2025
Total BETTER DAYS CLEANING:					875.00	875.00	
BOUND TREE MEDICAL, LLC							
2662	BOUND TREE MEDICAL, LLC	85622402	Patient Supplies	01/13/2025	2,628.06	2,628.06	03/11/2025
2662	BOUND TREE MEDICAL, LLC	85657152	Patient Supplies	02/10/2025	23.17	23.17	03/06/2025
2662	BOUND TREE MEDICAL, LLC	85673689	Patient Supplies	02/24/2025	479.33	479.33	03/11/2025
Total BOUND TREE MEDICAL, LLC:					3,130.56	3,130.56	
BRAY, CHEYENNE							
10003	BRAY, CHEYENNE	1167968	REIMB-TRAINING	01/01/2025	35.00	35.00	03/06/2025
Total BRAY, CHEYENNE:					35.00	35.00	
BRIDGER ANALYTICAL LAB							
3820	BRIDGER ANALYTICAL LAB	2502033	ANALYSIS	02/17/2025	288.00	288.00	03/06/2025
Total BRIDGER ANALYTICAL LAB:					288.00	288.00	
BRUCE E. BECKER, P.C.							
10000	BRUCE E. BECKER, P.C.	2025.2.28	Contracted service	02/28/2025	4,000.00	4,000.00	03/06/2025
Total BRUCE E. BECKER, P.C.:					4,000.00	4,000.00	
CANON FINANCIAL SERVICES, INC							
1747	CANON FINANCIAL SERVICES, I	38398734	Printer	02/09/2025	29.75	29.75	03/11/2025
Total CANON FINANCIAL SERVICES, INC:					29.75	29.75	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
CARQUEST AUTO PARTS							
23	CARQUEST AUTO PARTS	1912-631916	FILTERS	02/04/2025	143.13	143.13	03/11/2025
23	CARQUEST AUTO PARTS	1912-631937	SEAFOAM	02/04/2025	124.60	124.60	03/11/2025
23	CARQUEST AUTO PARTS	1912-632003	WIRING LUG	02/05/2025	21.19	21.19	03/11/2025
23	CARQUEST AUTO PARTS	1912-632106	SOLDER ROSIN	02/06/2025	18.99	18.99	03/11/2025
23	CARQUEST AUTO PARTS	1912-632261	DEF	02/07/2025	19.98	19.98	03/11/2025
23	CARQUEST AUTO PARTS	1912-632452	TRAILER CONNECTOR	02/10/2025	5.49	5.49	03/11/2025
23	CARQUEST AUTO PARTS	1912-632542	HEET	02/11/2025	15.54	15.54	03/11/2025
23	CARQUEST AUTO PARTS	1912-632545	HEET, ANTIFRZ	02/11/2025	394.56	394.56	03/11/2025
23	CARQUEST AUTO PARTS	1912-632549	OIL FILTERS	02/11/2025	38.13	38.13	03/11/2025
23	CARQUEST AUTO PARTS	1912-632585	DEF	02/11/2025	586.12	586.12	03/11/2025
23	CARQUEST AUTO PARTS	1912-632654	RAD HOSE	02/12/2025	33.53	33.53	03/11/2025
23	CARQUEST AUTO PARTS	1912-632695	FILTERS	02/12/2025	253.35	253.35	03/11/2025
23	CARQUEST AUTO PARTS	1912-632702	DEF	02/12/2025	89.90	89.90	03/11/2025
23	CARQUEST AUTO PARTS	1912-633357	RUBBER CHAIN BINDERS	02/20/2025	144.96	144.96	03/11/2025
23	CARQUEST AUTO PARTS	1912-633363	TRUCK RUBBER SPIDER	02/20/2025	510.90	510.90	03/11/2025
23	CARQUEST AUTO PARTS	1912-633528	CAP GAS	02/21/2025	11.73	11.73	03/11/2025
23	CARQUEST AUTO PARTS	1912-633370	TAILLIGHT	02/24/2025	53.32	53.32	03/11/2025
23	CARQUEST AUTO PARTS	1912-633864	FLEX	02/26/2025	32.96	32.96	03/11/2025
Total CARQUEST AUTO PARTS:					2,498.38	2,498.38	
CENTURYLINK							
162	CENTURYLINK	2025.2.16	406-222-0137- 441b	02/16/2025	98.11	98.11	03/06/2025
Total CENTURYLINK:					98.11	98.11	
CITY OF LIVINGSTON							
131	CITY OF LIVINGSTON	2025_02	Disbursement to City	02/28/2025	4,331.62	4,331.62	02/28/2025
Total CITY OF LIVINGSTON:					4,331.62	4,331.62	
COLJ CONFERENCE REGISTRATION							
2660	COLJ CONFERENCE REGISTRA	2025.3.3	Spring CONFERENCE	03/03/2025	300.00	300.00	03/06/2025
Total COLJ CONFERENCE REGISTRATION:					300.00	300.00	
COMDATA							
2671	COMDATA	XW660-204243	EMS FUEL	03/01/2025	1,902.94	1,902.94	03/11/2025
2671	COMDATA	XW660-204243	FIRE FUEL	03/01/2025	305.41	305.41	03/11/2025
2671	COMDATA	XW716-204243	CG72P	03/01/2025	149.99	149.99	03/11/2025
2671	COMDATA	XW716-204243	CG72P	03/01/2025	133.68	133.68	03/11/2025
2671	COMDATA	XW716-204243	CG72R	03/01/2025	181.05	181.05	03/11/2025
2671	COMDATA	XW716-204243	CG73C	03/01/2025	526.96	526.96	03/11/2025
2671	COMDATA	XW716-204243	CG73C	03/01/2025	64.82	64.82	03/11/2025
2671	COMDATA	XW716-204243	CG73H	03/01/2025	111.17	111.17	03/11/2025
2671	COMDATA	XW716-204243	CG73L	03/01/2025	80.17	80.17	03/11/2025
2671	COMDATA	XW716-204243	CG73S	03/01/2025	583.77	583.77	03/11/2025
2671	COMDATA	XW716-204243	CG73S	03/01/2025	420.95	420.95	03/11/2025
2671	COMDATA	XW716-204243	CG74G	03/01/2025	286.66	286.66	03/11/2025
2671	COMDATA	XW717-204239	CG72S	03/01/2025	2,009.82	2,009.82	03/11/2025
Total COMDATA:					6,757.39	6,757.39	
CORE & MAIN LP							
3733	CORE & MAIN LP	W520088	COLD ASPHALT	02/28/2025	1,456.00	1,456.00	03/11/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CORE & MAIN LP:					1,456.00	1,456.00	
D&R COFFEE SERVICE INC							
10002	D&R COFFEE SERVICE INC	187987	RENTAL	02/25/2025	50.00	50.00	03/11/2025
10002	D&R COFFEE SERVICE INC	188028	COFFEE	03/03/2025	254.00	254.00	03/11/2025
Total D&R COFFEE SERVICE INC:					304.00	304.00	
DANA SAFETY SUPPLY, INC.							
3234	DANA SAFETY SUPPLY, INC.	951902	GRAPHICS	02/26/2025	2,408.00	2,408.00	03/11/2025
Total DANA SAFETY SUPPLY, INC.:					2,408.00	2,408.00	
FERGUSON WATERWORKS #1701							
2386	FERGUSON WATERWORKS #17	0912707	COMMAND LINK	02/13/2025	882.99	882.99	03/06/2025
Total FERGUSON WATERWORKS #1701:					882.99	882.99	
FIREFIGHTER TESTING CONSORTIUM							
10007	FIREFIGHTER TESTING CONSO	1016	ANNUAL DUES	01/30/2025	1,200.00	1,200.00	03/11/2025
Total FIREFIGHTER TESTING CONSORTIUM:					1,200.00	1,200.00	
FISHER SAND AND GRAVEL							
2904	FISHER SAND AND GRAVEL	40323	Sanding Material	01/31/2025	2,630.97	2,630.97	03/06/2025
2904	FISHER SAND AND GRAVEL	40337	FULL BLOCKS	01/31/2025	700.00	700.00	03/11/2025
2904	FISHER SAND AND GRAVEL	40337	FULL BLOCKS	01/31/2025	1,400.00	1,400.00	03/11/2025
2904	FISHER SAND AND GRAVEL	41001	ROAD MIX	02/22/2025	127.92	127.92	03/11/2025
Total FISHER SAND AND GRAVEL:					4,858.89	4,858.89	
FLOYD'S TRUCK CENTER							
10000	FLOYD'S TRUCK CENTER	X401198648:01	LIGHTS	02/19/2025	46.72	46.72	03/11/2025
Total FLOYD'S TRUCK CENTER:					46.72	46.72	
FOUR CORNERS RECYCLING, LLC							
2919	FOUR CORNERS RECYCLING,	5483	Pull fees	01/28/2025	5,900.75	5,900.75	03/06/2025
2919	FOUR CORNERS RECYCLING,	CM5483	Credit	01/28/2025	1,535.50-	1,535.50-	03/06/2025
Total FOUR CORNERS RECYCLING, LLC:					4,365.25	4,365.25	
FRONTLINE AG SOLUTIONS, LLC							
2516	FRONTLINE AG SOLUTIONS, LL	1202629	BOLTS	02/13/2025	8.00	8.00	03/06/2025
2516	FRONTLINE AG SOLUTIONS, LL	1203830	CHAIN SPIDER	02/20/2025	165.24	165.24	03/11/2025
2516	FRONTLINE AG SOLUTIONS, LL	1205689	NUTS AND BOLTS	03/03/2025	56.82	56.82	03/11/2025
Total FRONTLINE AG SOLUTIONS, LLC:					230.06	230.06	
GENERAL DISTRIBUTING COMPANY							
1845	GENERAL DISTRIBUTING COM	0001435674	Acetylene	10/31/2024	36.83	36.83	03/06/2025
1845	GENERAL DISTRIBUTING COM	0001456278	AcetylINE	12/31/2024	36.83	36.83	03/06/2025
1845	GENERAL DISTRIBUTING COM	0001479449	Patient Supplies	02/28/2025	142.30	142.30	03/11/2025
Total GENERAL DISTRIBUTING COMPANY:					215.96	215.96	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GLASS, PEGGY							
306	GLASS, PEGGY	2025.1.30	REIMB-CONFERENCE	01/30/2025	175.00	175.00	03/06/2025
Total GLASS, PEGGY:					175.00	175.00	
GMP CONSULTANTS LLC							
10004	GMP CONSULTANTS LLC	25-059	EVALUATION	02/24/2025	5,500.00	5,500.00	03/06/2025
Total GMP CONSULTANTS LLC:					5,500.00	5,500.00	
HANSER'S AUTOMOTIVE & WRECKER							
1687	HANSER'S AUTOMOTIVE & WR	LIV6782	Towing	02/19/2025	100.00	100.00	03/06/2025
1687	HANSER'S AUTOMOTIVE & WR	LIV6786	Towing	02/25/2025	100.00	100.00	03/06/2025
1687	HANSER'S AUTOMOTIVE & WR	LIV6881	ToW CHEVY	03/03/2025	100.00	100.00	03/11/2025
Total HANSER'S AUTOMOTIVE & WRECKER:					300.00	300.00	
HAWKINS, INC							
470	HAWKINS, INC	6985711	Chlor cylinder	02/15/2025	70.00	70.00	03/06/2025
Total HAWKINS, INC:					70.00	70.00	
HIGH COUNTRY WILDLIFE CONTROL							
10002	HIGH COUNTRY WILDLIFE CON	14054	PEST CONTROL	02/28/2025	210.00	210.00	03/11/2025
Total HIGH COUNTRY WILDLIFE CONTROL:					210.00	210.00	
HORIZON AUTO PARTS							
1920	HORIZON AUTO PARTS	023645	COOLANT HOSE	02/14/2025	43.86	43.86	03/06/2025
1920	HORIZON AUTO PARTS	023669	INJECTION HOSE	02/14/2025	11.14	11.14	03/06/2025
1920	HORIZON AUTO PARTS	024220	TIRE CHAIN TIGHTENER	02/20/2025	180.48	180.48	03/11/2025
1920	HORIZON AUTO PARTS	024650	WIPER BLADE	02/26/2025	10.99	10.99	03/06/2025
1920	HORIZON AUTO PARTS	024794	STICK ELECTRODE	02/27/2025	59.98	59.98	03/11/2025
Total HORIZON AUTO PARTS:					306.45	306.45	
IBS INC							
10004	IBS INC	868277-2	RETAINING RING	02/07/2025	23.97	23.97	03/06/2025
10004	IBS INC	868278-1	NARROW BUSHING PIN	02/11/2025	33.61	33.61	03/11/2025
Total IBS INC:					57.58	57.58	
INDUSTRIAL TECHNOLOGY GROUP							
10007	INDUSTRIAL TECHNOLOGY GR	INV-62	TRAINING	02/14/2025	4,205.00	4,205.00	03/06/2025
Total INDUSTRIAL TECHNOLOGY GROUP:					4,205.00	4,205.00	
IRRIGATION INNOVATIONS							
10002	IRRIGATION INNOVATIONS	8649	SNOW REMOVAL SERVICES	02/12/2025	1,120.00	1,120.00	03/06/2025
Total IRRIGATION INNOVATIONS:					1,120.00	1,120.00	
JON M HESSE PC							
10005	JON M HESSE PC	46116	PROFESSIONALS	02/27/2025	3,762.94	3,762.94	03/11/2025
Total JON M HESSE PC:					3,762.94	3,762.94	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
KELLEY CREATE							
10006	KELLEY CREATE	38598106	AGREE 112-3075248	02/18/2025	281.49	281.49	03/06/2025
10006	KELLEY CREATE	38671776	AGREE 112-1689019	02/28/2025	246.63	246.63	03/11/2025
10006	KELLEY CREATE	IN1898807	JH13332	03/04/2025	19.24	19.24	03/11/2025
10006	KELLEY CREATE	IN1898807	JH13332	03/04/2025	19.23	19.23	03/11/2025
10006	KELLEY CREATE	IN1898807	JH13332	03/04/2025	19.25	19.25	03/11/2025
10006	KELLEY CREATE	IN1898807	JH13332	03/04/2025	19.25	19.25	03/11/2025
10006	KELLEY CREATE	IN1899777	JH16535	03/05/2025	68.71	68.71	03/11/2025
Total KELLEY CREATE:					673.80	673.80	
KEN'S EQUIPMENT REPAIR, INC							
1390	KEN'S EQUIPMENT REPAIR, IN	64102	VAC TRUCK REPAIR	02/06/2025	5.40	5.40	03/06/2025
Total KEN'S EQUIPMENT REPAIR, INC:					5.40	5.40	
KENYON NOBLE							
776	KENYON NOBLE	514077	BTR KD FIR	01/27/2025	15.00	15.00	03/06/2025
776	KENYON NOBLE	524068	WATER HEATER PARTS	02/03/2025	4.79	4.79	03/06/2025
776	KENYON NOBLE	528800	hole saw	02/07/2025	169.71	169.71	03/06/2025
776	KENYON NOBLE	531231	CABLE CLIP	02/10/2025	7.08	7.08	03/06/2025
776	KENYON NOBLE	548782	DRILL PUMP	02/24/2025	21.99	21.99	03/06/2025
776	KENYON NOBLE	550731	CREWS RIVETS	02/25/2025	40.93	40.93	03/06/2025
Total KENYON NOBLE:					259.50	259.50	
KEVIN ENGLE							
10004	KEVIN ENGLE	2025.2.21	REIMB-TRAVEL	02/21/2025	151.50	151.50	03/11/2025
10004	KEVIN ENGLE	2025.2.7	REIMB-TRAVEL	02/07/2025	114.85	114.85	03/11/2025
Total KEVIN ENGLE:					266.35	266.35	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	22225119	Water	02/19/2025	32.50	32.50	03/11/2025
2830	LEHRKIND'S COCA-COLA	2225113	Water	02/18/2025	13.50	13.50	03/06/2025
2830	LEHRKIND'S COCA-COLA	2225120	Water	02/18/2025	24.00	24.00	03/06/2025
2830	LEHRKIND'S COCA-COLA	2227921	Water	03/04/2025	13.50	13.50	03/11/2025
2830	LEHRKIND'S COCA-COLA	22285119	Water	02/19/2025	32.50	32.50	03/06/2025
Total LEHRKIND'S COCA-COLA:					116.00	116.00	
LIVINGSTON ACE HARDWARE - #122005							
26	LIVINGSTON ACE HARDWARE -	F69987	RAIN X	01/26/2025	17.98	17.98	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F71249	TUBE VINYL	01/30/2025	41.21	41.21	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F71844	WATER HEATER PARTS	01/31/2025	157.49	157.49	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F71844	WATER HEATER PARTS	01/31/2025	157.50	157.50	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F71844	WATER HEATER PARTS	01/31/2025	157.50	157.50	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F71844	WATER HEATER PARTS	01/31/2025	157.50	157.50	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F72931	WATER HEATER PARTS	02/03/2025	17.90	17.90	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F72931	WATER HEATER PARTS	02/03/2025	17.90	17.90	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F72931	WATER HEATER PARTS	02/03/2025	17.90	17.90	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F72931	WATER HEATER PARTS	02/03/2025	17.90	17.90	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F72931	WATER HEATER PARTS	02/03/2025	17.89	17.89	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F73288	BRUSH	02/04/2025	7.99	7.99	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F73611	BULB APPLIANCE	02/05/2025	13.98	13.98	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F73640	Fastners	02/05/2025	18.00	18.00	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F73672	BaLL VALVE	02/05/2025	19.98	19.98	03/06/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
26	LIVINGSTON ACE HARDWARE -	F73903	FIXED SINGLE PULLEY	02/06/2025	6.00	6.00	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F74230	Fastners	02/07/2025	152.02	152.02	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F74319	Fastners	02/07/2025	9.49	9.49	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F76018	TRUFUEL	02/12/2025	26.97	26.97	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F76250	GREAT STUFF	02/13/2025	111.94	111.94	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F77948	PLUMBING PARTS	02/18/2025	237.04	237.04	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F78152	ARTIC TUFF	02/19/2025	21.98	21.98	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F78843	LIGHTER/PROPANE	02/21/2025	72.07	72.07	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F79054	MAILBOX	02/21/2025	53.98	53.98	03/06/2025
26	LIVINGSTON ACE HARDWARE -	F80372	BATTERIES	02/25/2025	40.97	40.97	03/06/2025
26	LIVINGSTON ACE HARDWARE -	X41652	Fastners	01/27/2025	8.17	8.17	03/06/2025
26	LIVINGSTON ACE HARDWARE -	X41707	TORCH PROPANE	01/28/2025	93.95	93.95	03/06/2025
26	LIVINGSTON ACE HARDWARE -	X41786	LATCH	01/29/2025	7.99	7.99	03/06/2025
26	LIVINGSTON ACE HARDWARE -	X42242	ROOF RAKE	02/05/2025	69.17	69.17	03/06/2025
26	LIVINGSTON ACE HARDWARE -	X42566	Fastners	02/10/2025	3.64	3.64	03/06/2025
26	LIVINGSTON ACE HARDWARE -	X42620	Batteries	02/11/2025	31.98	31.98	03/06/2025
26	LIVINGSTON ACE HARDWARE -	X42711	HEAT GUN	02/12/2025	99.57	99.57	03/06/2025
26	LIVINGSTON ACE HARDWARE -	X42860	CLEANING	02/14/2025	11.99	11.99	03/06/2025
26	LIVINGSTON ACE HARDWARE -	X43189	CORED HEX PLUG	02/20/2025	52.89	52.89	03/06/2025
26	LIVINGSTON ACE HARDWARE -	X43190	ACE SCOOP	02/20/2025	89.98	89.98	03/06/2025
26	LIVINGSTON ACE HARDWARE -	X43383	Fastners	02/23/2025	2.72	2.72	03/06/2025
Total LIVINGSTON ACE HARDWARE - #122005:					2,043.13	2,043.13	
LIVINGSTON DAYCARE, LLC							
3407	LIVINGSTON DAYCARE, LLC	2025.4	Parking Lease	03/01/2025	3,000.00	3,000.00	03/11/2025
Total LIVINGSTON DAYCARE, LLC:					3,000.00	3,000.00	
LIVINGSTON HEALTH CARE							
55	LIVINGSTON HEALTH CARE	2025.3.1	MEDICAL DIRECTOR SERVICES	03/01/2025	1,250.00	1,250.00	03/11/2025
Total LIVINGSTON HEALTH CARE:					1,250.00	1,250.00	
MAIN LINE MECHANICS INC							
10007	MAIN LINE MECHANICS INC	145	DIAGNOSTICS	02/27/2025	355.00	355.00	03/11/2025
Total MAIN LINE MECHANICS INC:					355.00	355.00	
MOBILE REPAIR & WELDING, INC							
10	MOBILE REPAIR & WELDING, IN	36014	iron plates	02/20/2025	13.20	13.20	03/11/2025
10	MOBILE REPAIR & WELDING, IN	36029	WELDING	02/25/2025	491.43	491.43	03/11/2025
Total MOBILE REPAIR & WELDING, INC:					504.63	504.63	
MONTANA DEPT OF ENVIRONMENTAL							
2346	MONTANA DEPT OF ENVIRONM	5L2500783	MTR000494 annual invoice	03/05/2025	1,200.00	1,200.00	03/11/2025
2346	MONTANA DEPT OF ENVIRONM	5L2501325	MT0020435 ANNUAL INVOICE	03/05/2025	3,000.00	3,000.00	03/11/2025
Total MONTANA DEPT OF ENVIRONMENTAL:					4,200.00	4,200.00	
MONTANA LAW ENFORCEMENT ACADEM							
925	MONTANA LAW ENFORCEMENT	25035	TRAINING-ENGLE	03/04/2025	300.00	300.00	03/11/2025
925	MONTANA LAW ENFORCEMENT	25035	TRAINING-ENGLE	03/04/2025	50.00	50.00	03/11/2025
Total MONTANA LAW ENFORCEMENT ACADEM:					350.00	350.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MONTANA LINEN SUPPLY LLC							
10007	MONTANA LINEN SUPPLY LLC	494597	220 E PARK	02/21/2025	126.95	126.95	03/06/2025
10007	MONTANA LINEN SUPPLY LLC	494598	330 BENNETT	02/21/2025	19.56	19.56	03/06/2025
10007	MONTANA LINEN SUPPLY LLC	494598	330 BENNETT	02/21/2025	19.56	19.56	03/06/2025
10007	MONTANA LINEN SUPPLY LLC	494598	330 BENNETT	02/21/2025	19.56	19.56	03/06/2025
10007	MONTANA LINEN SUPPLY LLC	494598	330 BENNETT	02/21/2025	19.57	19.57	03/06/2025
10007	MONTANA LINEN SUPPLY LLC	497119	CITY HALL	03/07/2025	126.95	126.95	03/11/2025
10007	MONTANA LINEN SUPPLY LLC	497120	330 BENNETT	03/07/2025	22.81	22.81	03/11/2025
10007	MONTANA LINEN SUPPLY LLC	497120	330 BENNETT	03/07/2025	22.81	22.81	03/11/2025
10007	MONTANA LINEN SUPPLY LLC	497120	330 BENNETT	03/07/2025	22.81	22.81	03/11/2025
10007	MONTANA LINEN SUPPLY LLC	497120	330 BENNETT	03/07/2025	22.82	22.82	03/11/2025
10007	MONTANA LINEN SUPPLY LLC	497121	CIVIC CENTER	03/07/2025	132.35	132.35	03/11/2025
Total MONTANA LINEN SUPPLY LLC:					555.75	555.75	
MONTANA STATE - FIRE SERVICES TRAINING							
2631	MONTANA STATE - FIRE SERVI	34-197	FSTS FIRE INSTRUCTOR C	02/27/2025	75.00	75.00	03/11/2025
2631	MONTANA STATE - FIRE SERVI	34-198	Fire TRAINING	03/05/2025	380.00	380.00	03/11/2025
Total MONTANA STATE - FIRE SERVICES TRAINING:					455.00	455.00	
MOTOROLA							
2634	MOTOROLA	8282069057	IN CAR VIDEOS	02/04/2025	5,000.00	5,000.00	03/06/2025
Total MOTOROLA:					5,000.00	5,000.00	
MOUNTAIN FRESH CLEANING							
10005	MOUNTAIN FRESH CLEANING	FB0000149	CLEANING	03/08/2025	2,800.00	2,800.00	03/11/2025
Total MOUNTAIN FRESH CLEANING:					2,800.00	2,800.00	
MSU EXTENSION SERVICE							
3275	MSU EXTENSION SERVICE	48	ECONOMIC & COMMUNITY DEV	03/04/2025	4,118.16	4,118.16	03/11/2025
Total MSU EXTENSION SERVICE:					4,118.16	4,118.16	
NAMI BOZEMAN							
3756	NAMI BOZEMAN	2025-11	CIT ACADEMY	02/19/2025	300.00	300.00	03/06/2025
Total NAMI BOZEMAN:					300.00	300.00	
NORTHWESTERN ENERGY							
151	NORTHWESTERN ENERGY	0708370-2 202	8th & Park Sprinklers	02/20/2025	6.40	6.40	03/06/2025
151	NORTHWESTERN ENERGY	0709877-5 202	200 E Reservoir (north side hill)	02/20/2025	726.48	726.48	03/06/2025
151	NORTHWESTERN ENERGY	0709880-9 202	200 River Drive - Pool	02/20/2025	210.15	210.15	03/06/2025
151	NORTHWESTERN ENERGY	0709881-7 202	229 River Drive - Civic Center	02/20/2025	1,655.41	1,655.41	03/06/2025
151	NORTHWESTERN ENERGY	0709882-5 202	229 River Drive - Pump Civic Cent	02/20/2025	.00	.00	
151	NORTHWESTERN ENERGY	0719271-9 202	601 Robin Lane - Well	02/20/2025	2,277.91	2,277.91	03/06/2025
151	NORTHWESTERN ENERGY	0719272-7 202	4 Billman Lane - Well	02/20/2025	2,174.07	2,174.07	03/06/2025
151	NORTHWESTERN ENERGY	0719358-4 202	Street Lights - Livingston	02/20/2025	2,482.69	2,482.69	03/06/2025
151	NORTHWESTERN ENERGY	0719373-3 202	229 River Drive	02/20/2025	9.23	9.23	03/06/2025
151	NORTHWESTERN ENERGY	0720113-0 202	229 River Drive - CC Building	02/20/2025	252.69	252.69	03/06/2025
151	NORTHWESTERN ENERGY	0720122-1 202	400 North M	02/20/2025	.00	.00	
151	NORTHWESTERN ENERGY	0802599-1 202	608 W Chinook	02/20/2025	48.40	48.40	03/06/2025
151	NORTHWESTERN ENERGY	0933715-5 202	710 W Callender	02/20/2025	32.79	32.79	03/06/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total NORTHWESTERN ENERGY:					9,876.22	9,876.22	
O'REILLY AUTOMOTIVE, INC							
2437	O'REILLY AUTOMOTIVE, INC	1558-381724	PWR RTD BELT	03/02/2025	14.69	14.69	03/11/2025
Total O'REILLY AUTOMOTIVE, INC:					14.69	14.69	
PACIFIC STEEL & RECYCLING							
3743	PACIFIC STEEL & RECYCLING	8937661	ALUM PLATE	02/04/2025	2,179.75	2,179.75	03/11/2025
Total PACIFIC STEEL & RECYCLING:					2,179.75	2,179.75	
PARK COUNTY							
272	PARK COUNTY	2024_12	CITY/COUNTY COMPLEX JANIT	12/31/2024	805.00	805.00	03/06/2025
272	PARK COUNTY	2024_12	CITY SHARE - MATS	12/31/2024	30.87	30.87	03/06/2025
272	PARK COUNTY	2024_12	CITY SHARE - MATS	12/31/2024	30.87	30.87	03/06/2025
272	PARK COUNTY	2024_12	SAMSUNG 870 EVO DRIVE	12/31/2024	264.95	264.95	03/06/2025
272	PARK COUNTY	2024_12	LIGHT BULBS	12/31/2024	100.68	100.68	03/06/2025
272	PARK COUNTY	2024_12	INTERNET - CITY/COUNTY COM	12/31/2024	345.36	345.36	03/06/2025
272	PARK COUNTY	2024_12	INTERNET - CITY HALL	12/31/2024	2,699.62	2,699.62	03/06/2025
272	PARK COUNTY	2024_12	INTERNET - CITY HALL	12/31/2024	841.86	841.86	03/06/2025
272	PARK COUNTY	2024_12	INTERNET - PUBLIC WORKS	12/31/2024	195.72	195.72	03/06/2025
272	PARK COUNTY	2024_12	INTERNET - PUBLIC WORKS	12/31/2024	195.72	195.72	03/06/2025
272	PARK COUNTY	2024_12	INTERNET - PUBLIC WORKS	12/31/2024	195.71	195.71	03/06/2025
272	PARK COUNTY	2024_12	INTERNET - PUBLIC WORKS	12/31/2024	195.71	195.71	03/06/2025
272	PARK COUNTY	2024_12	INTERNET - CIVIC CENTER	12/31/2024	782.86	782.86	03/06/2025
272	PARK COUNTY	2024_12	INTERNET - TRANSFER STATIO	12/31/2024	230.37	230.37	03/06/2025
272	PARK COUNTY	2024_12	INTERNET - POOL	12/31/2024	230.37	230.37	03/06/2025
272	PARK COUNTY	2024_12	INTERNET - STREET SHOP	12/31/2024	76.79	76.79	03/06/2025
272	PARK COUNTY	2024_12	INTERNET - STREET SHOP	12/31/2024	76.79	76.79	03/06/2025
272	PARK COUNTY	2024_12	INTERNET - STREET SHOP	12/31/2024	76.79	76.79	03/06/2025
272	PARK COUNTY	2024_12	ANALOG LINE - LOBBY ELEVAT	12/31/2024	9.64	9.64	03/06/2025
272	PARK COUNTY	2024_12	IT CONSULTING	12/31/2024	1,787.50	1,787.50	03/06/2025
272	PARK COUNTY	2024_12	FUEL TANK LICENSING	12/31/2024	24.84	24.84	03/06/2025
272	PARK COUNTY	2024_12	JANITORIAL SUPPLIES	12/31/2024	163.72	163.72	03/06/2025
272	PARK COUNTY	2024_12	RECYLING	12/31/2024	50.60	50.60	03/06/2025
272	PARK COUNTY	2024_12	ICE MELT	12/31/2024	43.46	43.46	03/06/2025
272	PARK COUNTY	2024_12	SNOW REMOVAL	12/31/2024	28.75	28.75	03/06/2025
272	PARK COUNTY	2024_12	NOV POWER BILL	12/31/2024	2,242.41	2,242.41	03/06/2025
272	PARK COUNTY	2024_12	IT CITY PORTION - NOV	12/31/2024	392.18	392.18	03/06/2025
272	PARK COUNTY	2024_12	VIDEO CONF - NOV	12/31/2024	89.55	89.55	03/06/2025
272	PARK COUNTY	2024_12	STANDARD PHONE - NOV	12/31/2024	66.06	66.06	03/06/2025
272	PARK COUNTY	2024_12	DEC-CELL PHONE	12/31/2024	573.43	573.43	03/06/2025
272	PARK COUNTY	2025_01	CITY/COUNTY COMPLEX JANIT	01/31/2025	805.00	805.00	03/06/2025
272	PARK COUNTY	2025_01	CITY/COUNTY COMPLEX JANIT	01/31/2025	805.00	805.00	03/06/2025
272	PARK COUNTY	2025_01	CITY SHARE - MATS	01/31/2025	33.89	33.89	03/06/2025
272	PARK COUNTY	2025_01	CITY SHARE - MATS	01/31/2025	33.89	33.89	03/06/2025
272	PARK COUNTY	2025_01	JANITORIAL SUPPLIES	01/31/2025	54.15	54.15	03/06/2025
272	PARK COUNTY	2025_01	INTERNET - CITY/COUNTY COM	01/31/2025	345.36	345.36	03/06/2025
272	PARK COUNTY	2025_01	INTERNET - CITY HALL	01/31/2025	2,707.47	2,707.47	03/06/2025
272	PARK COUNTY	2025_01	INTERNET - CITY HALL	01/31/2025	844.24	844.24	03/06/2025
272	PARK COUNTY	2025_01	INTERNET - PUBLIC WORKS	01/31/2025	196.31	196.31	03/06/2025
272	PARK COUNTY	2025_01	INTERNET - PUBLIC WORKS	01/31/2025	196.31	196.31	03/06/2025
272	PARK COUNTY	2025_01	INTERNET - PUBLIC WORKS	01/31/2025	196.31	196.31	03/06/2025
272	PARK COUNTY	2025_01	INTERNET - PUBLIC WORKS	01/31/2025	196.31	196.31	03/06/2025
272	PARK COUNTY	2025_01	INTERNET - CIVIC CENTER	01/31/2025	785.24	785.24	03/06/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
272	PARK COUNTY	2025_01	INTERNET - TRANSFER STATIO	01/31/2025	231.07	231.07	03/06/2025
272	PARK COUNTY	2025_01	INTERNET - POOL	01/31/2025	231.07	231.07	03/06/2025
272	PARK COUNTY	2025_01	INTERNET - STREET SHOP	01/31/2025	77.03	77.03	03/06/2025
272	PARK COUNTY	2025_01	INTERNET - STREET SHOP	01/31/2025	77.02	77.02	03/06/2025
272	PARK COUNTY	2025_01	INTERNET - STREET SHOP	01/31/2025	77.02	77.02	03/06/2025
272	PARK COUNTY	2025_01	ANALOG LINE - LOBBY ELEVAT	01/31/2025	9.64	9.64	03/06/2025
272	PARK COUNTY	2025_01	ANALOG LINE - LOBBY ELEVAT	01/31/2025	9.64	9.64	03/06/2025
272	PARK COUNTY	2025_01	FIRE LINE FEES	01/31/2025	43.47	43.47	03/06/2025
272	PARK COUNTY	2025_01	EXTINGUISHER INSPECTION	01/31/2025	276.69	276.69	03/06/2025
272	PARK COUNTY	2025_01	JANITORIAL SUPPLIES	01/31/2025	8.83	8.83	03/06/2025
272	PARK COUNTY	2025_01	RECYCLING	01/31/2025	46.00	46.00	03/06/2025
272	PARK COUNTY	2025_01	CITY SHARE	01/31/2025	28.75	28.75	03/06/2025
272	PARK COUNTY	2025_01	DEC POWER BILL	01/31/2025	2,212.25	2,212.25	03/06/2025
272	PARK COUNTY	2025_01	VIDEO CONF - OCT	01/31/2025	89.55	89.55	03/06/2025
272	PARK COUNTY	2025_01	STANDARD PHONE - OCT	01/31/2025	70.78	70.78	03/06/2025
272	PARK COUNTY	2025_01	IT CITY PORTION - OCT	01/31/2025	395.26	395.26	03/06/2025
272	PARK COUNTY	2025_01	IT CITY PORTION - DEC	01/31/2025	380.85	380.85	03/06/2025
272	PARK COUNTY	2025_01	VIDEO CONF - DEC	01/31/2025	89.55	89.55	03/06/2025
272	PARK COUNTY	2025_01	STANDARD PHONE - DEC	01/31/2025	69.04	69.04	03/06/2025
272	PARK COUNTY	2025_01	JAN-CELL PHONE	01/31/2025	573.45	573.45	03/06/2025
Total PARK COUNTY:					25,044.62	25,044.62	
PARK COUNTY TREASURER - TECH							
1702	PARK COUNTY TREASURER - T	2025.1.2	DEC COLLECTIONS	01/02/2025	330.88	330.88	03/06/2025
Total PARK COUNTY TREASURER - TECH:					330.88	330.88	
PARK COUNTY TREASURER/M.L.E.A.							
2156	PARK COUNTY TREASURER/M.	2025.1.2	DEC COLLECTIONS	01/02/2025	410.00	410.00	03/06/2025
Total PARK COUNTY TREASURER/M.L.E.A.:					410.00	410.00	
PARK COUNTY VICTIM WITNESS							
1544	PARK COUNTY VICTIM WITNES	2025.1.2	DEC COLLECTIONS	01/02/2025	196.00	196.00	03/06/2025
Total PARK COUNTY VICTIM WITNESS:					196.00	196.00	
PARKSON CORPORATION							
10002	PARKSON CORPORATION	AR1/51042558	NOZZLE FLAT SPRAY	02/20/2025	766.10	766.10	03/06/2025
Total PARKSON CORPORATION:					766.10	766.10	
PITNEY BOWES							
10001	PITNEY BOWES	3320161917	City Hall Lease	12/26/2024	187.55	187.55	02/03/2025
10001	PITNEY BOWES	3320161917	City Hall Lease	12/26/2024	187.55	187.55	02/03/2025
10001	PITNEY BOWES	3320161917	City Hall Lease	12/26/2024	187.55	187.55	02/03/2025
Total PITNEY BOWES:					562.65	562.65	
POOR BOYZ CONSTRUCTION							
10007	POOR BOYZ CONSTRUCTION	203	DEPOSIT REPAIR/REPLACE DR	03/06/2025	9,000.00	9,000.00	03/07/2025
Total POOR BOYZ CONSTRUCTION:					9,000.00	9,000.00	
RIVERSIDE HARDWARE LLC							
3659	RIVERSIDE HARDWARE LLC	243926	pAINTING SUPPLIES	02/19/2025	57.97	57.97	03/06/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3659	RIVERSIDE HARDWARE LLC	243973	pAINTING SUPPLIES	02/20/2025	31.98	31.98	03/06/2025
3659	RIVERSIDE HARDWARE LLC	244630	pOWER WASHER PARTS	03/01/2025	36.78	36.78	03/11/2025
Total RIVERSIDE HARDWARE LLC:					126.73	126.73	
SELECT ADVANTAGE CONSULTING							
3173	SELECT ADVANTAGE CONSULT	10349274	DispatchER ASSESSMENT SER	02/01/2025	25.00	25.00	03/06/2025
Total SELECT ADVANTAGE CONSULTING:					25.00	25.00	
SLEEPING GIANT ANIMAL CLINIC							
3645	SLEEPING GIANT ANIMAL CLINI	75164	RHINO	02/24/2025	124.00	124.00	03/06/2025
Total SLEEPING GIANT ANIMAL CLINIC:					124.00	124.00	
SMARTCOVER SYSTEMS							
10000	SMARTCOVER SYSTEMS	37415	RENEWAL SMARTFLOE	02/14/2025	4,536.00	4,536.00	03/06/2025
Total SMARTCOVER SYSTEMS:					4,536.00	4,536.00	
SOLV BUSINESS SOLUTIONS-SAFEGUARD							
10007	SOLV BUSINESS SOLUTIONS-S	446305	PAYROLL WARRANT	02/27/2025	407.87	407.87	03/06/2025
10007	SOLV BUSINESS SOLUTIONS-S	446326	CLAIMS WARRANT	02/28/2025	1,298.92	1,298.92	03/11/2025
Total SOLV BUSINESS SOLUTIONS-SAFEGUARD:					1,706.79	1,706.79	
STRYKER SALES CORPORATION							
2470	STRYKER SALES CORPORATIO	9208620066	EKG CALBES	02/28/2025	255.00	255.00	03/11/2025
Total STRYKER SALES CORPORATION:					255.00	255.00	
TARGET SOLUTIONS LEARNING LLC							
3780	TARGET SOLUTIONS LEARNIN	INV112748	COMPUTER TARGET SOLUTIO	03/01/2025	7,566.20	7,566.20	03/11/2025
Total TARGET SOLUTIONS LEARNING LLC:					7,566.20	7,566.20	
TEAR IT UP L.L.C.							
2999	TEAR IT UP L.L.C.	64568	ShreADING	02/14/2025	9.00	9.00	03/06/2025
2999	TEAR IT UP L.L.C.	64568	ShreADING	02/14/2025	9.00	9.00	03/06/2025
2999	TEAR IT UP L.L.C.	64568	ShreADING	02/14/2025	9.00	9.00	03/06/2025
2999	TEAR IT UP L.L.C.	64568	ShreADING	02/14/2025	9.00	9.00	03/06/2025
2999	TEAR IT UP L.L.C.	64578	ShreADING	02/14/2025	47.10	47.10	03/06/2025
2999	TEAR IT UP L.L.C.	64578	ShreADING	02/14/2025	47.10	47.10	03/06/2025
2999	TEAR IT UP L.L.C.	64687	ShreADING	02/26/2025	59.40	59.40	03/06/2025
Total TEAR IT UP L.L.C.:					189.60	189.60	
THE MAIN PRINT SHOP							
10006	THE MAIN PRINT SHOP	20504	CERTIFICATES	12/31/2024	18.27	18.27	03/06/2025
10006	THE MAIN PRINT SHOP	20704	BUSINESS CARD	01/31/2025	199.80	199.80	03/06/2025
Total THE MAIN PRINT SHOP:					218.07	218.07	
THOMSON REUTERS - WEST							
2823	THOMSON REUTERS - WEST	851581633	SOFTWARE	03/01/2025	443.62	443.62	03/11/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total THOMSON REUTERS - WEST:					443.62	443.62	
TOWN & COUNTRY FOODS - LIVINGSTON							
2595	TOWN & COUNTRY FOODS - LI	16.2025	COFFEE	02/23/2025	23.98	23.98	03/11/2025
2595	TOWN & COUNTRY FOODS - LI	99.2025	MEALS/TRAINING	02/24/2025	21.93	21.93	03/11/2025
Total TOWN & COUNTRY FOODS - LIVINGSTON:					45.91	45.91	
TOWN PUMP WEST							
10002	TOWN PUMP WEST	TK2024-0430.2	Restitution	02/28/2025	51.38	51.38	02/28/2025
Total TOWN PUMP WEST:					51.38	51.38	
TRANSUNION RISK & ALTERNATIVE							
3376	TRANSUNION RISK & ALTERNA	380349-20250	investigative resear	03/01/2025	75.00	75.00	03/11/2025
Total TRANSUNION RISK & ALTERNATIVE:					75.00	75.00	
UPS STORE #2420, THE							
292	UPS STORE #2420, THE	2025.2.24	Shipment	02/24/2025	13.44	13.44	03/06/2025
Total UPS STORE #2420, THE:					13.44	13.44	
USA BLUEBOOK							
1430	USA BLUEBOOK	INV00554356	BUFFER PILLOWS	11/27/2024	138.76	138.76	03/11/2025
1430	USA BLUEBOOK	INV00581144	FLOOD PROTECT TUBE	01/02/2025	248.66	248.66	03/11/2025
1430	USA BLUEBOOK	INV00593493	ANTENNA	01/15/2025	883.95	883.95	03/11/2025
1430	USA BLUEBOOK	INV00614824	HACH CHLORINE	02/05/2025	709.93	709.93	03/06/2025
1430	USA BLUEBOOK	INV00624742	HACH SAMPLE	02/14/2025	263.82	263.82	03/06/2025
1430	USA BLUEBOOK	INV00642978	BUFFER CAPSULES	03/06/2025	78.74	78.74	03/11/2025
Total USA BLUEBOOK:					2,323.86	2,323.86	
UTILITIES UNDERGROUND LOCATION							
3472	UTILITIES UNDERGROUND LO	5025098	Excavation Notifica	02/28/2025	23.33	23.33	03/11/2025
3472	UTILITIES UNDERGROUND LO	5025098	Excavation Notifica	02/28/2025	23.33	23.33	03/11/2025
3472	UTILITIES UNDERGROUND LO	5025098	Excavation Notifica	02/28/2025	23.34	23.34	03/11/2025
Total UTILITIES UNDERGROUND LOCATION:					70.00	70.00	
WESTERN DRUG							
1396	WESTERN DRUG	2025.2.24	Glucose Test Strips	02/24/2025	95.78	95.78	03/06/2025
Total WESTERN DRUG:					95.78	95.78	
WHISTLER TOWING, LLC							
3237	WHISTLER TOWING, LLC	8370	Towing	03/02/2025	275.00	275.00	03/11/2025
3237	WHISTLER TOWING, LLC	8984	MEDIC 2	02/24/2025	923.20	923.20	03/11/2025
Total WHISTLER TOWING, LLC:					1,198.20	1,198.20	
XYLEM WATER SOLUTIONS U.S.A, INC.							
2432	XYLEM WATER SOLUTIONS U.S	3556D60495	TERMINAL BOARD UNIT	01/24/2025	16,017.10	16,017.10	03/11/2025
2432	XYLEM WATER SOLUTIONS U.S	3556D62163	MEMBRANE, DIFFUSER	02/07/2025	24,957.00	24,957.00	03/06/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total XYLEM WATER SOLUTIONS U.S.A, INC.:					40,974.10	40,974.10	
YELLOWSTONE NEWS GROUP							
10005	YELLOWSTONE NEWS GROUP	607018	alley cip	02/15/2025	216.00	216.00	03/06/2025
Total YELLOWSTONE NEWS GROUP:					216.00	216.00	
Grand Totals:					195,668.03	195,668.03	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

File Attachments for Item:

**C. APPROVAL OF LETTER OF SUPPORT FOR PARK COUNTY MONTANA TRANSPORTATION
ALTERNATIVES GRANT PROGRAM APPLICATION**



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: March 18, 2025
TO: Chair Schwarz and City Commissioners
FROM: Grant Gager, City Manager
RE: Staff Report for Resolution 5157

Recommendation and Summary

Staff is recommending the Commission approve a letter of support for Park County's application to the Montana Transportation Alternatives Program (MTAP) by adopting the following motion:

"I move to approve a letter of support for Park County's application to the Montana Transportation Alternatives Program and authorize the City Manager to sign the letter."

The reasons for the recommendation are as follows:

- Park County is seeking a letter of support for a Montana Transportation Alternatives Program application.
-

Introduction and History

The Montana Transportation Alternatives Program (MTAP) provides funding for projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities and environmental mitigation; recreational trail program projects; safe routes to school projects; and projects for the planning, design or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

Analysis

Park County is applying for funding through the 2025 Montana Transportation Alternatives Program (MTAP) for development of the Emigrant South – Murphy Section bike/pedestrian path/trail. The



proposal deadline is April 9th, 2025. The County has requested the City's support for their application for the project.

Fiscal Impact

There is no fiscal impact to the letter of support.

Strategic Alignment

Objective 10.2.1 of the Growth Policy encourages the City to "Coordinate and collaborate with other entities on planning, funding, and implementation of projects and programs that affect quality of life in Livingston and the surrounding region."

Attachments

- Attachment A: Draft Letter of Support



CITY OF LIVINGSTON

220 E. Park Street
Livingston, MT 59047
406.823.6000
LivingstonMontana.org

March 6, 2025

Mr. Dave Holien
Transportation Alternatives Engineer
Montana Department of Transportation
2701 Prospect Avenue
Helena, MT 59620

RE: Letter of Support for Park County's Emigrant-Murphy Section –
Yellowstone Heritage Trail

Dear Mr. Holien,

The City of Livingston is pleased to offer its support for the Montana Department of Transportation grant proposal submitted by Park County, Montana. The funding request is to support development of the Yellowstone Heritage Trail in Emigrant, Montana. This project presents a significant opportunity to enhance safe, accessible and sustainable transportation and recreation options for residents and visitors alike.

In addition to providing safe and adequate transportation connectivity and access to city, county, state and federal lands, the project will also provide recreational and economic benefits to the multitudes of visitors to this area and the State of Montana. Visitation, tourism and jobs related to public lands and nearby Yellowstone National Park contribute enormous monetary benefits to area, regional and state economies. These lands – containing some of the last undeveloped natural wildlands in the area – provide important recreation and open space for local residents, safeguard unique wildlife, landscapes and plants and stimulate tourism and recreation jobs that comprise a significant part of the State of Montana's economy. Due to its natural beauty, abundance of parks, wilderness and recreation areas and proximity to other great destinations sought after by visitors to Montana, Park County and the City of Livingston are meccas for local, regional, statewide, domestic and international tourism. This trail will prove a foundational element to the accessibility and sustainability of the eco-tourism the area is known for.

The project proposal meets the goals and objectives set forth by the Montana Department of Transportation and carries the City's support. The City hopes you will consider the application favorably. Please feel free to contact my office if we can provide any additional

information.



Sincerely,

Grant Gager
City Manager

File Attachments for Item:

D. PURCHASE ORDER 20161 WITH ENVIRO-CLEAN FOR 2024 VAC-CON COMBINATION VAC/JET TRUCK



DATE: March 18, 2025
TO: Grant Gager
FROM: Shannon Holmes
RE: Staff Report for Purchase of 2024 Vac-Con Combination Vac/Jet Truck

Recommendation and Summary

Staff is recommending the Commission Approve the purchase of a 2024 Vac-Con Combination Vac/Jet Truck per the City's purchasing policy by adopting the following motion:

"I move to approve Purchase Order 20161 with Enviro-Clean and authorize the City Manager to sign Purchase Order 20161."

The reasons for the recommendation are as follows:

- The City Sewer Department's current 2009 Vac-Con truck is at its end of useful life. Resulting in regular costly repairs and unreliability exceeding the cost of the unit today.
- The City worked directly with Enviro-Clean through SourceWell in 2023 through 2025 to purchase the 2024 Vac-Con truck.
- The City's ability respond to sewer and stormwater maintenance issues is at risk due to the trucks increasing downtime. A breakdown could lead to public health risks, service delays, and increased emergency repair costs.
- If the existing Vac-Con truck fails, the City will have no reliable equipment for critical sewer and stormwater maintenance, potentially leading to costly property claims, emergency repairs and service disruptions

Introduction and History

The City purchased a used 2009 truck in 2015 that has exceeded its useful life. This 2024 unit would be purchased through SourceWell, a cooperative purchasing entity that procures on behalf of public entities and meets the procurement process of the State of Montana and City of Livingston.

Analysis

The 2024 Vac-Con Combination Vac/Jet Truck is a replacement of the truck we purchased in 2015.



The purchase of the truck is the Fiscal Year 2025 budget for \$551,973.00 through the InterCap loan program.

Strategic Alignment

City of Livingston Organizational Goal #3 - Infrastructure: Build and maintain infrastructure now and into the future in a strategic and responsible manner that promotes and sustains existing neighborhoods and accommodates growth. Reliable equipment is essential for maintaining and improving our current level of service.

Investing in new equipment will enhance the efficiency of our sewer collections system and stormwater maintenance operations. Specifically, replacing the aging 2009 Vac-Con combination truck will significantly reduce maintenance costs. The current vehicle requires extensive repairs, making it increasingly expensive to maintain the City's aging infrastructure. A new Vac-Con truck will provide a cost-effective and efficient solution for these essential services.

Attachments

- Attachment A: Purchase Order



PURCHASE AGREEMENT

OPPORTUNITY NAME	PURCHASE AGREEMENT DATE	EXPIRES	EST. DELIVERY UPON ORDER RECEIPT	FOB POINT	TERMS
Livingston, MT - Vac Truck	03-19-2025	03-18-2025	03-31-2025	Livingston, MT	Due on Receipt

CUSTOMER INFORMATION:

Salesperson: Jim Brennan

Customer: City of Livingston

Contact: Shannon Holmes

Address: 330 Bennett Street, Livingston, MT 59047

Phone: (406)222-2005

Cell Phone:

Email Address: sholmes@livinstonmontana.org

EQUIPMENT DESCRIPTION

INV Number	Year	Make	Model
INV-00001973		Vac Con	VPD36

SPECS

Specs																											
	<p>Main Information: Model PD3612HEN/1300 (824 at 18") Boom 10' Aluminum Telescoping Boom with Pendant Control Station Hose Reel Front Mounted, Articulating to Drivers Side, 600 foot (1 inch) Capacity (Std Pivot) Jet Rodder Hose 500' x 3/4" Jet Rodder Hose Water System 50 GPM/3000 psi FMC Pump - Single Engine - Hydrostatic Drive Hose Brand Cobra Hose Brand</p> <p>Debris Body Options</p> <table> <tr> <th>Qty</th><th>Description</th></tr> <tr> <td>1</td><td>6" Knife Valve with Center Post and Handle, in Lieu of the 5" Butterfly Valve (662-0125)</td></tr> <tr> <td>1</td><td>A Flat Style Rear Door ilo Dome Style Door Including Hydraulic Opener will be Provided</td></tr> <tr> <td>1</td><td>Built in Body Prop - Rear Support Frame Mounted</td></tr> <tr> <td>1</td><td>Debris tank drain screen placement - Standard drain valve</td></tr> <tr> <td>1</td><td>Rear Splash Shield - Rear Flange Mounted</td></tr> <tr> <td>1</td><td>Screen assembly over drain port in debris tank</td></tr> </table> <p>Water System Options:</p> <table> <tr> <th>Qty</th><th>Description</th></tr> <tr> <td>1</td><td>1/4 turn ball valve water drain</td></tr> <tr> <td>1</td><td>Air Purge System</td></tr> <tr> <td>1</td><td>Artic Winter Recirculating System Rodder Hose, includes plumbing to upper water tanks.</td></tr> <tr> <td>1</td><td>Debris Body "Power Flush" System, 8 jets</td></tr> <tr> <td>1</td><td>Hydroexcavation Package Includes: 50 foot handgun hose reel with 1/2" hose, 711-53686 72" 1/2"</td></tr> </table>	Qty	Description	1	6" Knife Valve with Center Post and Handle, in Lieu of the 5" Butterfly Valve (662-0125)	1	A Flat Style Rear Door ilo Dome Style Door Including Hydraulic Opener will be Provided	1	Built in Body Prop - Rear Support Frame Mounted	1	Debris tank drain screen placement - Standard drain valve	1	Rear Splash Shield - Rear Flange Mounted	1	Screen assembly over drain port in debris tank	Qty	Description	1	1/4 turn ball valve water drain	1	Air Purge System	1	Artic Winter Recirculating System Rodder Hose, includes plumbing to upper water tanks.	1	Debris Body "Power Flush" System, 8 jets	1	Hydroexcavation Package Includes: 50 foot handgun hose reel with 1/2" hose, 711-53686 72" 1/2"
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schedule 80 lance with single forward spray nozzle,
 Storage tubes for lances, Heavy duty unloader valve, Main
 control ball valve, Variable flow valve
 1 Pre-Tank Water Filter (In-line)
 1 Variable Flow Valve (Valve Only) - nozzles
 required
 1 Winter Recirculating connection for high
 pressure circuit.

Hose Reel Options:

Qty	Description
1	Hose Footage Counter (Curb Side)

Misc Machine Options:

Qty	Description
1	Behind Cab Boom Support â€œ Chassis frame mounted Boom Cradle Assembly with Bumper mounted boom docking assembly
1	Long Handle Storage Placement - Mounted in Storage Box Under Shelf
1	Remote Boom Grease Zerk Assembly (Ground Level - includes water pump drive) - If Applicable

1	Remote Debris Tank Grease Assembly (Ground Level)
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Low Water Alarm

Drivers and Curbside LED Work/Flood lights, mid-body
 mount

Rear Flood/Work lights for dumping mounted on Debris
 Body

Front Camera, mounted on the hose reel assembly for
 viewing manholes

Lighting Options:

Qty	Description
1	LED 4 Strobes - (2) front bumper / (2) rear bumper - Whelen 500 Series TIR6 01-0663507129E - Amber

1	LED Arrow stick - Whelen TAM85 Traffic Advisor
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1	LED Boom Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight
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2	Mirror Mounted LED Beacon/Strobe Light with Limb Guard - Whelen L31HAF LED Beacon with Whelen BGH Branch Guard
---	--

Electrical Options:

Qty	Description
1	Rear Camera Placement
1	Remote Control (Wireless): Boom, Vacuum Breaker, Throttle & Debris Body
1	Traffic Camera With Color Monitor

Spare Nozzles:

Qty	Description
1	1" Nozzle rack

Leader Hose:

Qty	Description
1	1" x 20' Length Leader Hose

Pipe Storage Racks:

Qty	Description
1	Folding Pipe Rack (3), Tank Mtd, Curbside
1	Folding Pipe Rack (3), Tank Mtd, Driver Side

Truck Chassis Information:

Pool Truck Chassis Model Freightliner 114SD Plus 6x4
66000GVWR ISL370 3000RDS (Not for use with Single
Engine Titan Aerobost Models) Pool Trucks are subject
to availability. \$129,200.00

Sales Price includes Training

Trade In Information

Trade In Year	Trade In Make	Trade In Model	Trade In Amount

Add Ons Price each	Misc Charge Details
\$0.00	

TERMS OF SALE:

Purchase Price Each:	\$551,973.00
Purchase Quantity:	1
Total:	\$551,973.00
Add Ons Total:	\$0.00
Less Trade in value(s):	
Sales Tax: Applicable sales taxes will be applied to final invoice.	TBD
Federal Excise Tax: 12%	each
Federal Excise Tax Total:	\$0.00
Title, Registration, and Dealer Fees:	total
Freight Each:	
Total Freight:	\$0.00
Total Amount Due:	**If a deposit is required, a deposit invoice will follow. **
	\$551,973.00

TERMS AND CONDITIONS:

1. Customer's responsibilities. Customer agrees to pay Enviro-Clean Equipment (ECE) all charges required by law to be collected, including without limitation all tag, title, license, and all federal, state, and local taxes. Although ECE has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against ECE. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18% per annum).

2. Deposit. Should ECE fail to accept this offer or be unable to deliver the vehicle as promised, the Customer's sole remedy against ECE shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, ECE may elect to retain the deposit, and sue for any actual damages incurred by ECE for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

3. Warranties. All used vehicles are sold "AS IS, WITHOUT WARRANTY", either express or implied. ECE SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. No other person is authorized to make any representations or warranties on behalf of ECE, unless made or assumed in writing by ECE.

4. Limitation of Liability. Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against ECE for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless ECE receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless ECE receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless ECE and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether

such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of ECE or its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse ECE for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. ECE is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

6. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, crossclaims or third-party claims shall be exclusively in Multnomah County, Oregon, and this agreement shall be construed under the laws of the State of OR. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that ECE is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

Customer:

ECE Representative

_____	Signature	_____	Signature
_____	Print Name	Jim Brennan	Print Name
_____	Title	_____	Title
_____	Customer PO Number	_____	Date
_____	Date	jbrennan@envirocleanequip.com	Contact Email
		(509) 481-1884	Contact Cell

Enviro-Clean Equipment
2395 NW Eleven Mile Ave.
Gresham, OR. 97030



Purchase Order

Number: 20161
Date: 3/13/2025

Vendor: ENVIRO-CLEAN
2395 NW ELEVEN MILE AVE
GRESHAM OR 97030

Quote # 00001973

Quantity	Item #	Description	Unit Cost	Total Cost
1	PD3612HEN/1300	VAC TRUCK - SEE ATTACHED	\$551,973.00	\$551,973.00
			Total	\$551,973.00

The City of Livingston is a tax-exempt political subdivision of the State of Montana. Please confirm this City of Livingston Purchase Order with Shannon Holmes, at sholmes@LivingstonMontana.org or (406) 222-5667.

Please Ship Above Listed Items to:

City of Livingston
Attn: Shannon Holmes
330 Bennett St
Livingston, MT 59047

Order Submitted By:

Grant Gager
City Manager

File Attachments for Item:

**E. AGREEMENT 20163 WITH PARK COUNTY FOR PLACEMENT OF COMMUNICATIONS
EQUIPMENT ON AN ANTENNA TOWER**



DATE: March 18, 2025
TO: Chair Schwarz and City Commissioners
FROM: Grant Gager, City Manager
RE: Staff Report for Agreement 20163

Recommendation and Summary

Staff is recommending the Commission approve agreement number 20163 with Park County by adopting the following motion:

"I move to approve agreement number 20163 and authorize the Chair to sign the agreement."

The reasons for the recommendation are as follows:

- The City of Livingston utilizes Park County's antenna tower for certain communication uses.
- The City would like to place additional equipment on the tower to enable a new utility metering system.

Introduction and History

The City of Livingston utilizes Park County's communications infrastructure for certain City functions. As the City seeks to upgrade its water metering system, new communications equipment is required to be mounted on the County's antenna tower.

Analysis

The agreement will allow the City to place its equipment on the County communications tower.

Fiscal Impact

There is no fiscal impact arising from this agreement.

Strategic Alignment

Effective management of public assets, including communication infrastructure is a best practice.

Attachments

- Attachment A: Agreement 20163

**Memorandum of Understanding
Between
Park County, MT and the City of Livingston**

This memorandum of understanding (“MOU”) is between Park County, a political subdivision of the State of Montana (“Park County”) and the City of Livingston, a political subdivision of the State of Montana (“Livingston”).

1. **Purpose.** The purpose of this MOU is for Park County to authorize Livingston to utilize the property located at 50 Water Tower Avenue, Livingston, MT (“Property”) for host radios for public works utilities.
2. **Authority.** This MOU is authorized by MCA § 7-11-1104.
3. **Term.** This MOU is effective upon signature of both parties and terminates on December 31, 2035 unless terminated prior to that date in accordance with Section 5.
4. **Fees and Compensation.** Livingston shall pay Park County no monetary consideration in the form of rent. Nothing in this MOU shall constitute an obligation of Livingston to transfer funds to Park County.
5. **Termination.** This MOU is revocable at will by either party. Should this MOU be revoked prior to the agreed upon expiration date, the parties will coordinate the removal of the Livingston’s equipment.
6. **Permitted Use.** Livingston may use the Property for the use of host radios for public works utilities.
7. **Priority.** Park County, in consultation with Livingston, shall establish priority use for the County Land Mobile Radio Facilities. Such prioritization may impact the use of the facilities by Livingston.
8. **Access.** For the duration of this MOU, Park County is responsible for ensuring that Livingston shall have access, including ingress and egress, to the Property at all times.
9. **Administrator.** The administrator for this MOU for Park County shall be Greg Coleman. The administrator for this MOU for Livingston shall be the City Manager.
10. **Livingston Property.** Park County covenants and agrees that none of Livingston’s property (e.g., equipment, buildings, fixtures, improvements) placed in, on, upon or affixed to the Property shall become, or be considered part of, the Property. Livingston’s property shall remain the property of Livingston, unless disposed of or abandoned by Livingston in accordance with applicable laws and regulations.

11. Operations and Maintenance.

(a) Livingston shall:

- (1) provide Park County with the make, model, and serial number for all Livingston equipment located at the property;
- (2) keep and maintain its equipment in good condition, reasonable wear and tear excepted; and
- (3) provide Park County with the name and contact information for the person responsible for maintaining Livingston's equipment.

(b) Park County shall maintain, repair, and keep in good and tenantable condition the Property, including the equipment building along with its air conditioning, the standby power, and the fuel tank, as well as the access to the Property.

12. Taxes and Assessments. Livingston shall not be responsible for the payment of any taxes, assessments, or fees levied on the Property.

13. Disputes. It is mutually agreed that the performance or breach of this MOU and its interpretation shall be governed by the laws of the State of Montana. In the event of litigation concerning the terms of this MOU, venue shall be in the Montana Sixth Judicial District, Park County.

14. Liability. Livingston and Park County agree to mutually indemnify and hold each other harmless against claims against either party as a result of any or all actions, claims, damages and losses (including attorney's fees) that may arise out of or in relation to any negligent or intentional acts, errors, omissions of the other party. The parties further agree that each party shall not be held liable for any special, consequential, indirect, or incidental damages as a result of this MOU.

15. Entire Agreement. This MOU is the entire agreement between the parties. No alteration, amendment, modification, or addition shall be binding unless reduced to writing and signed by both the parties.

16. Authorized Representatives. By signature below, each party certifies that the individuals listed below as representatives of the party are authorized to act on their respective behalf.

Mike Story, Commission Chair
Park County

Date

Quentin Schwarz, Commission Chair
City of Livingston

Date

File Attachments for Item:**F. AGREEMENT 20164 RIGHT-OF-WAY ENCROACHMENT LICENSE**



DATE: March 18, 2025

TO: Chair Schwarz and City Commissioners

FROM: Grant Gager, City Manager

RE: Staff Report for Agreement 20164

Recommendation and Summary

Staff is recommending the Commission approve agreement number 20164 with Nancy Kennedy by adopting the following motion:

"I move to approve agreement number 20164 with Nancy Kennedy and authorize the Chair to sign the agreement."

The reasons for the recommendation are as follows:

- An individual is purchasing a parcel with a structure adjacent to the Park Street right-of-way.
- During the course of a survey of the parcel, it was determined that a structure is partially located within the Park Street right-of-way.

Introduction and History

The City of Livingston owns and manages rights-of-way throughout the City to ensure that adequate space exists for City infrastructure, including roads. An individual is purchasing a parcel adjacent to the right-of-way for Park Street. During a survey of the parcel on Park Street, it was determined that a structure is partially located in the right-of-way. In order for the buildings to lawfully remain and be recognized on the survey, the purchaser is seeking a license to encroach on the City's right-of-way.

Analysis

City staff recognizes the importance of maintaining ownership and control of the public right-of-way. However, given that this condition has existed for decades, continued use of the right-of-way does not impede the City's ability to safely manage its infrastructure in the area.

Fiscal Impact

There is no fiscal impact arising from this agreement.



Strategic Alignment

Effective management of public assets, including rights-of-way is a best practice.

Attachments

- Attachment A: Agreement 20164

Return to
 Jon M. Hesse
 Attorney at Law
 P.O. Box 423
 Livingston, MT 59047

RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT

This Right-of-Way Encroachment License Agreement (this "Agreement") is made _____, 2025, between **Nancy Kennedy**, of 514 South 11th Street, Livingston, MT 59047 ("Licensee"), and the **City of Livingston**, a Montana municipal corporation, of 220 E. Park Street, Livingston, MT 59047 (the "City").

RECITALS

A. Licensee is the record titleholder and responsible for the maintenance of certain real property located within Livingston, Park County, Montana legally described in Exhibit A as **Tract C, Certificate of Survey No. 2852, being a retracement of Tract C of Certificate of Survey No. 1809, located in Block A of the original Townsite of Livingston, in Section 13, Townsite 2 South, Range 9 East, Park County, Montana, according to the plat on file and of record in the office of the Clerk and Recorder of said County** ("Licensee's Property").

B. The City is the owner of the public rights-of-way within or adjacent to the area identified as Licensee's Property, including, but not limited to, those portions of North K Street located within such area (the "City Right-of-Way").

C. There is now erected on the City Right-of-Way, a portion of a building which encroaches on the City Right-of-Way, as depicted in red in the attached Exhibits A and B.

D. Licensee agrees to enter into this Agreement and waives and forgoes any and all right, title, or interest of Licensee to the real property subject to the encroachment that might arise by adverse possession, or otherwise, due to the encroachment of the building on the City Right-of-Way.

Now, therefore, in consideration of this Agreement, and other good and valuable consideration, City agrees that, so long as the encroaching building is maintained in its current location, Licensee shall have the right to have the building overlap and extend beyond the Licensee's boundary line of the land owned by Licensee, and to encroach and rest on North K

Street, the City's Right-of-Way, to the same extent and in the same manner as the building now overlaps and encroaches on this land.

**SECTION ONE.
INCORPORATION OF RECITALS**

The foregoing Recitals are incorporated in this Agreement in their entirety.

**SECTION TWO.
GRANT OF LICENSE**

The City grants to Licensee a right to have a building encroach on North K Street as depicted in Exhibits A and B, Encroachment Area, described above (the "License"), subject, however, to the terms, conditions and limitations of this Agreement. The License granted in this Agreement shall be subject to all existing utility easements, if any, located within the City Right-of-Way, or any other easements, conditions, covenants or restrictions of record.

**SECTION THREE.
TERM**

This Agreement and the License granted to Licensee under this Agreement shall commence as of the date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.

**SECTION FOUR.
CONSIDERATION**

The consideration to be paid by Licensee to the City for the privilege granted by this Agreement shall be \$1.00, the receipt of which is acknowledged by the City.

**SECTION FIVE.
NO INTEREST IN LAND**

Licensee understands, acknowledges and agrees that this Agreement does not create an interest or estate in Licensee's favor in the City Right-of-Way. The City retains legal possession of the full boundaries of its right-of-way and this Agreement merely grants to Licensee the privilege to use the Encroachment Area described above throughout the term of this Agreement.

**SECTION SIX.
NO VESTED RIGHT**

Notwithstanding any expenditure of money, time or labor by Licensee on or within the Encroachment Area, this Agreement shall in no event be construed to create an assignment coupled

with an interest or any vested rights in favor of Licensee, except as otherwise provided herein. Licensee shall expend any time, money or labor on or in the Encroachment Area at Licensee's own risk and peril.

SECTION SEVEN. LIMITED SCOPE OF LICENSE

The License granted to Licensee is limited in scope to the following use or uses: an encroachment by a building owned by Licensee on City's Right-of-Way. Licensee shall not have the right to expand the Encroachment Area or alter or change Licensee's use of the Encroachment Area without the City's prior written consent.

SECTION EIGHT. ASSIGNMENT

The License granted to Licensee by this Agreement is transferable and assignable by Licensee. However, all of Licensee's successors and assignees are bound by the terms of this License, and the terms must be disclosed by Licensee, or any subsequent grantor of the Licensee's property, to its successors and assigns.

SECTION NINE. REMOVAL OF ENCROACHMENT AND TERMINATION OF AGREEMENT

In the event that the building is rebuilt by Licensee at Licensee's option, to the extent that the encroachment can be removed from the City Right-of-Way, Licensee will remove the encroachment from the City Right-of-Way, the full and complete cost of which shall be borne by Licensee. Once the encroachment is removed from the City Right-of-Way, this Agreement will be terminated as follows:

A. Recording of Notice of Termination.

Upon termination of this Agreement, the City will cause to be recorded with the Park County Clerk and Recorder's Office, a written Notice of Termination.

B. No Compensation to Owner.

In the event of termination of this Agreement, Licensee shall not be entitled to receive a refund of any portion of the consideration paid for this Agreement, nor shall Licensee be entitled to any compensation or reimbursement for any costs or expenses incurred in any way arising from this Agreement or relating to the construction, installation, maintenance or removal of improvements in the Encroachment Area, nor any monetary damages of any kind.

C. Removal of Encroachment Upon Termination.

Upon Termination by either party, Licensee must remove, or must have already removed, the encroachment(s) from the City Right-of-Way.

**SECTION TEN.
INSURANCE**

Licensee shall maintain at all times during the term of this Agreement, at Licensee's sole cost, a policy or policies of comprehensive general liability coverage on an occurrence basis from an insurance company licensed with the State of Montana or other insurer approved by Licensee with at least \$1, 000,000.00 single limit coverage on all risks. Such policy or policies shall not be canceled, terminated or materially changed until at least 90 days' written notice has been given to the City. Licensee shall name the City as an additional insured and shall furnish the City with duplicate policies or certificates evidencing insurance in force as required in this Agreement prior to using the Encroachment Area. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City. There shall be no endorsement or modification of this insurance to make it excess over other available insurance; alternatively, if the insurance states that it is excess or prorated, it shall be endorsed to be primary with respect to the City.

**SECTION ELEVEN.
CONSTRUCTION AND MAINTENANCE**

Licensee agrees that the improvements described in this Agreement shall be erected and maintained at all times in a safe, neat, sightly and good physical condition. During the term of this Agreement, Licensee shall, at Licensee's sole cost and expense, maintain the Encroachment Area and any improvements on the Encroachment Area in good condition and in compliance with any applicable requirements of law. The City may reasonably object to the quality of the construction and maintenance and, upon written notice of the City stating in general terms how and in what manner maintenance is required, Licensee shall be required to perform such maintenance. If Licensee fails to do so, then the City shall have the right to perform such maintenance, the full and complete cost of which shall be borne by Licensee. Licensee agrees to reimburse the City its full cost and expense for any such maintenance.

**SECTION TWELVE.
COMPLIANCE WITH LAW**

Licensee shall adhere to and comply with all ordinances, laws, rules and regulations that may pertain to or apply to the Encroachment Area and Licensee's use of the Encroachment Area. Licensee agrees and warrants that it has procured or shall procure any licenses, permits or like permission required by law, if any, to conduct or engage in the use of the Encroachment Area described in this Agreement, that Licensee will procure all additional licenses, permits or like

permissions required by law during the term of this Agreement, and that Licensee will keep the same in full force and effect during the term of this Agreement. Licensee shall perform under this Agreement in accordance with all applicable legal requirements.

SECTION THIRTEEN. INDEMNIFICATION

To the fullest extent permitted by law, Licensee agrees to indemnify, defend and save the City, its officers, agents, servants, employees, boards and commissions harmless from and against:

A. Damage to Licensee's Property.

Any and all claims, loss or damage (including reasonable attorneys' fees) to Licensee's encroaching improvements or any property belonging to or rented by Licensee, its officers, servants, agents or employees, which may be stolen, destroyed, or in any way damaged by any cause, unless such damage is caused by the City.

B. Damage to Others.

Any claims, suits, judgments, costs, attorneys' fees, loss, liability, damage or other relief, including but not limited to workers' compensation claims, to any person or property in any way resulting from or arising out of the existence of this Agreement or the existence, maintenance, use or location of Licensee's encroaching improvements within the City Right-of-Way. In the event of any action against the City, its officers, agents, servants, employees, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of the City's choosing.

C. Mechanic's Lien.

Any loss, liability, claim or suit arising from the foreclosure, or attempted foreclosure, of a mechanic's or materialmen's lien for goods delivered to Licensee or work performed by or for Licensee upon or at the Encroachment Area or Licensee's property. Such indemnification shall include the City's reasonable attorneys' fees incurred in connection with any such loss, claim or suit. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

SECTION FOURTEEN. BREACH AND LIMITATION ON DAMAGES

If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party shall have the right to seek such administrative, contractual, legal, or equitable remedies as may be suitable for such violation or breach. If any legal action is brought by either party for the enforcement of any of the obligations of the other party related to or arising from this Agreement, the prevailing party in such action shall be entitled to recover reasonable costs and attorneys' fees from the non-prevailing party.

**SECTION FIFTEEN.
NOTICES**

Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

A. If to the City:

City of Livingston
220 E. Park Street
Livingston, MT 59047
Attention: City Manager

B. If to Licensee:

Nancy Kennedy
514 South 11th Street
Livingston, MT 59047

Notices mailed in accordance with the provisions of this SECTION SIXTEEN shall be deemed to have been given on the first business day following mailing or emailing. Notices personally delivered shall be deemed to have been given upon delivery.

**SECTION SIXTEEN.
NO JOINT VENTURE OR PARTNERSHIP**

This Agreement shall not be construed so as to create a joint venture, partnership, employment, or other agency relationship between the parties to this Agreement

**SECTION SEVENTEEN.
NO PERSONAL LIABILITY**

No official, director, officer, agent or employee of the City shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.

**SECTION EIGHTEEN.
JOINT AND COLLECTIVE WORK PRODUCT**

This Agreement is and shall be deemed and construed to be a joint and collective work product of the City and Licensee, and as such, this Agreement shall not be construed against any other party as the otherwise purported drafter of the Agreement by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained in this Agreement.

SECTION NINETEEN. SEVERABILITY

The terms of this Agreement shall be severable. If any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect.

SECTION TWENTY. GOVERNING LAW

This Agreement shall be subject to and governed by the laws of State of Montana. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this Agreement shall be in Park County District Court, Montana.

SECTION TWENTY-ONE. CONSTRUCTION

All references in this Agreement to the singular shall include the plural, where applicable, and all references to the masculine shall include the feminine and vice versa.

SECTION TWENTY-TWO. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION TWENTY-THREE. HEADINGS

Section and paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

**SECTION TWENTY-FOUR.
BINDING EFFECT**

This Agreement shall be binding on the parties to this Agreement and their respective successors and permitted assigns.

**SECTION TWENTY-FIVE.
ENTIRE AGREEMENT**

This Agreement and its exhibits constitute the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

**SECTION TWENTY-SIX.
MODIFICATION**

This Agreement may be changed, modified or amended only by a duly authorized written instrument executed by both parties to this Agreement. Each party agrees that no representation or warranty shall be binding upon the other party unless expressed in writing in this Agreement or in a duly authorized and executed amendment of this Agreement.

**SECTION TWENTY-SEVEN.
AUTHORITY OF THE CITY**

This Agreement is executed by the Commission Chair pursuant to a Resolution passed by the City of Livingston Commission authorizing her to sign this Agreement.

The parties have executed this Agreement the day and year first set forth above.

City of Livingston

By: _____
Quentin Schwarz
Its: Chair, City Commission

STATE OF MONTANA)
 :SS.
County of Park)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Quentin Schwarz, **Chair, City Commission for the City of Livingston**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

Notary Public for the State of Montana.
(SEAL)

Approved:

Dated: _____, 2025.

Jon M. Hesse
City Attorney
Attorney for City of Livingston

Nancy Kennedy

STATE OF MONTANA)
 :SS.
County of Park)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **Nancy Kennedy**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

Notary Public for the State of Montana.
(SEAL)

Jh.2025. Livingston. 1.25. Kennedy License

**A Sketch Of
THE STRUCTURE LYING
NORTHEASTERLY OF THE
NORTHEAST BOUNDARY OF TRACT C
OF CERTIFICATE OF SURVEY NO. 2852
SUBJECT TO LICENSE AGREEMENT**

Located In The NE¼ of Section 13,
Township 2 South, Range 9 East, P.M.M.
Original Townsite of Livingston
And In G.L.O. Lot 1 of Section 18,
Township 2 South, Range 10 East, P.M.M.
Riverside Addition,
City Of Livingston, County Of Park, State Of Montana

North

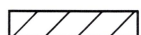
**Tract C
C.O.S. 2852**
Yellowstone Granary, LLC
D.R. Doc. #431507

LEGEND

- Found 2" Alum. Cap, B.T. Hallin #10355S
- ⊗ Found 2" Alum. Cap, Western #8374S
- Calculated Point, No Monument Found Or Set

C.O.S. Certificate Of Survey No.

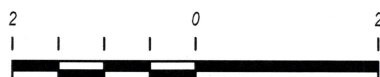
D.R. Doc. #431507 Deed Record Document No.



Existing Structure, Mapped This Survey



Subject To License Agreement



SCALE: 1" = 2'

Note:

BASIS OF BEARINGS: An assumed bearing of N37°30'00"W along the easterly boundary of Block A as per the Original Townsite of Livingston, Plat No. 627A, C.O.S. 262 and C.O.S. 1809 as measured between found monuments at the southeasterly corner of the "Powers" Tract and a found P.K. Nail at the northeasterly corner of the "Black Market" Tract as per Certificate of Survey No. 1809.

Drawn By:
K. Loberg
11-26-2024



HALLIN & ASSOCIATES, PLLC

Professional Land Surveyors
1318 West Front Street
Livingston, Montana 59047
(406) 222-1303

Filename: AGRINEED

File Attachments for Item:

G. AUTHORIZATION TO DESTROY CERTAIN MUNICIPAL RECORDS



DATE: March 18, 2025

TO: Chair Schwarz and City Commissioners

FROM: Grant Gager, City Manager

RE: Staff Report for Destruction of Municipal Records

Recommendation and Summary

Staff is recommending that the City Commission order the destruction of certain records. The Commission may do so with the following motion:

"I move to order the destruction of records as presented on Form RM88."

The reasons for the recommendation are as follows:

- The State has established procedures for the destruction of public records by municipalities.
- The City of Livingston has identified records that are suitable for destruction and requires Commission approval to proceed.

Introduction and History

The State of Montana has established a process for the destruction of municipal records in Montana Code Annotated Section 7-5-4124. Pursuant to MCA, certain municipal records may be destroyed "on the order of the city or town council or commission and with the written approval of the local government records destruction subcommittee." The Montana Secretary of State, who oversees the Local Government Records Committee, has promulgated records destruction guidance which includes the use of Form RM88.

Analysis

The records included on the enclosed RM88 Forms are available for destruction under the Local Government Records Committee's adopted destruction schedules. The documents will be destroyed only upon approval of the Commission and Local Government Records Committee.

Fiscal Impact

There is minimal cost associated with the destruction of these public records.

Strategic Alignment



The requested destruction is in accordance with State Code and associated regulations.

Attachments

- Attachment A: RM88 Forms
- Attachment B: Local Government Records Committee Guidance

RECORDS DESTRUCTION DOCUMENT (RM88)				NO. 1		
				PAGE 1 OF 2 PAGES		
1. AGENCY NAME AND DIVISION/PROGRAM: CITY OF LIVINGSTON 220 E PARK ST LIVINGSTON, MT 59047		2. AGENCY CONTACT: NAME: PAIGE FETTERHOFF PHONE #: 406-823-6003 EMAIL:PFETTERHOFF@LIVINGSTONMONTANA.ORG				
3. NOTICE OF INTENTION: The schedule records listed in Item 5 are to be disposed of in the manner checked below (specify only one).						
<div><input type="checkbox"/> Delete</div> <div><input type="checkbox"/> Incinerate</div> <div><input type="checkbox"/> Shred as Classified</div> <div><input checked="" type="checkbox"/> Toss without Restriction</div> <div><input type="checkbox"/> Other: Explain</div>						
4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements or Offer to the State Historical Society Archives has been fully justified, and that further retention is not required for any litigation pending or imminent. <u>Documentation attached from Historical Society.</u> SIGNATURE: NAME AND TITLE: PAIGE FETTERHOFF, FINANCE DIRECTOR DATE: 3/18/2025						
5. LIST OF RECORD SERIES						
NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.						
a. Retention Schedule Number	b. Item number listed on Retention Schedule	c. Record Series Title	d. Retention in months/years	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date completed after Authorization
8	1090-10-1	BANK STATEMENTS	5 YEARS	7/17-6/19	1	SHRED
8	1090-20-4	ACCOUNTS PAYABLE/CLAIMS	5 YEARS	7/15-6/16	9	SHRED
8	1090-20-4	ACCOUNTS PAYABLE/CLAIMS	5 YEARS	7/16-6/17	6	SHRED
8	1090-20-4	ACCOUNTS PAYABLE/CLAIMS	5 YEARS	7/17-6/18	6	SHRED
8	1090-20-4	ACCOUNTS PAYABLE/CLAIMS	5 YEARS	7/18-6/19	6	SHRED
8	1090-30-5	DAILY CASH RECEIPTS	5 YEARS	7/15-6/19	12	SHRED
8	1090-60-2	JOURNALS	5 YEARS	7/15-6/17	2	SHRED
8	1090-70-1	CANCELLED PAYROLL CHECKS	5 YEARS	7/15-6/19	6	SHRED
6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated. Custodian/Records Manager Name: Date: Signature:			7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g. Name and Title: Signature:			

[illegible]

NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.

RECORDS DESTRUCTION DOCUMENT (RM88)

NO. 1

PAGE 1 OF 1 PAGES

1. AGENCY NAME AND DIVISION/PROGRAM:

CITY OF LIVINGSTON - LFR
414 E CALLENDAR
LIVINGSTON, MT 59047

2. AGENCY CONTACT:

NAME: JOSH CHABALOWSKI

PHONE #: 406-222-2061

EMAIL: FIRECHIEF@LIVINGSTONMONTNA.ORG

3. NOTICE OF INTENTION: The schedule records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

☐ Delete ☐ Incinerate ☐ Shred as Classified ☒ Toss without Restriction

☐ Other: Explain

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements or **Offer to the State Historical Society Archives** has been fully justified, and that further retention is not required for any litigation pending or imminent. Documentation attached from Historical Society.

SIGNATURE:

NAME AND TITLE: JOSH CHABALOWSKI, FIRE CHIEF

DATE: 3/18/2025

5. LIST OF RECORD SERIES**NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.**

a. Retention Schedule Number	b. Item number listed on Retention Schedule	c. Record Series Title	d. Retention in months/years	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date completed after Authorization
8	1100-7	INCIDENT REPORT	22 YEARS	7/80-6/23	27	SHRED

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Manager

Name: Date:

Signature:

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Name and Title:

Signature:

[illegible]

NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.

[illegible]

Local Government Records Management

Local governments are responsible to ensure records remain readable and findable throughout their retention period. In accordance with 2-6-1202 MCA, the [Local Government Records Committee](#) (LGRC), has approved records retention schedules to assist local governments in Montana to know when records may be disposed. These schedules apply to paper and electronic records. Records should not be disposed before the retention time listed in the records retention schedule. If you have questions or comments about the schedules, procedures or want to request a change to a retention schedule, please contact us:

Local Government Records Committee

Local Government Services Bureau

P.O. Box 200547

Helena MT 59620-0547

SOSLocalGovtRecCom@mt.gov

About retention periods

How retention periods are determined

The LGRC works with local governments to determine how long a record should be retained evaluating them based on four values. The longest value in this analysis is the retention that is assigned:

- Administrative/operational
- Legal/regulatory
- Fiscal
- Historic/enduring

Retention periods assigned to records are minimums.

Local governments are not required to destroy or otherwise dispose of records at the end of the minimum time frame outlined in a retention schedule.

Calculating fiscal year retention

If a retention period in a record schedule refers to a fiscal year + X years, the records retention clock begins when the governing body receives the final fiscal year audit report relating to those records rather than the last day of the fiscal year.

Office of Record

The “office of record” is the office in a local government that is designated as keeper of the final, complete record listed on a record retention schedule. Convenience copies of official records are often kept in other offices to facilitate the conduct of business. The record retention schedule applies to the official record maintained by the office of record. Copies may be disposed at will because they are not records. Copies should never be retained longer than the official record.

Arranging files to enable records disposal

The way documents are filed or saved can facilitate records disposal or make it extremely difficult. For example, if accounts payable files are organized by fiscal year, it is easy to dispose of an entire year’s records. If the files are arranged by vendor name, disposing of records relating to a fiscal year requires going through every folder and reading each document to identify records eligible for disposal.

Recommended practice:

The LGRC recommends local governments consider disposal requirements when choosing how to save and file records for efficient records management and disposal.

Disposition & destruction of records

Records that have met the retention requirements listed in an approved record retention schedule and approved for disposal by appropriate authorities may be disposed. There are special disposal procedures for city, county, and special district records that are over 50 years old further down on this page.

Recommended practices:

1. Document records disposal either through forms or policies applied to automated electronic recordkeeping systems to demonstrate that the records were disposed in the normal course of business in accordance with an approved record retention schedule. Here is a form you can use to document disposal:
 - a. Form RM 88

2. Note if any of the records contain confidential information. If there is confidential information, you'll need to dispose of the records by methods that protect privacy.
3. Legal counsel should review disposal forms or automated electronic recordkeeping system policies to ensure disposal doesn't violate any legal or regulatory holds or court orders suspending disposal.
4. Depending on the type of local government you work for, there are state laws that govern how records can be disposed once they have met the requirements of an approved records retention schedule:
 - a. County governments See [7-5-2132 MCA](#)
 - b. Municipal governments See [7-5-4124 MCA](#)
 - c. School Districts See [20-1-212 MCA](#)

Special requirements to dispose of records over 50 years old:

State law [2-6-1205 MCA](#) requires that older city, county and special district records be placed on a [central registry](#) located on the Secretary of State's office website for 30 days prior to disposal to afford certain entities and persons (see the law for the list) the option to claim them. 2-6-1205 MCA does not apply to school districts. This law applies to the following records:

- Over 50 years old
- Do not contain private or confidential information.

Please use the following disposal form for these records:

- Form RM 60

To comply with this law, send your disposal form to SOSLocalGovtRecCom@mt.gov. The Secretary of State's office will return the form with the date the records were placed on the central registry. If no one contacts you to claim them within 30 days of the date they were placed on the registry, you may proceed with disposal.

Digital records and recordkeeping systems

Local governments are responsible to ensure records remain readable and findable through their retention period. Digital records require attention to ensure they meet these requirements. For example: storage media can become obsolete, systems needed to render files can be decommissioned by a vendor, machines needed to read storage media may no longer be available, etc. The Local Government Records Committee has adopted the Association of Records Managers & Administrators (ARMA) International's Generally Accepted Recordkeeping Principles® (GARP) for local governments using electronic systems to store long-term records, ©2014 ARMA International, www.arma.org.

Recommended practices:

Local governments should use GARP as the framework to design, implement, operate, and decommission the systems and to manage the records and data within the systems. Planning should include preservation considerations to ensure records are trustworthy, complete, accessible, and durable over time. Best practices for electronic records preservation include the creation and routine maintenance of a preservation and migration plan.

If local governments digitize paper or electronic records, the LGRC recommends they validate that the records are complete, accurate, and trustworthy before disposing of the source documents. Validation should include testing a representative sample of the digitized files against the originals to ensure complete capture. After validation is completed, the original source documents are copies and are eligible for disposal.

Helpful resource: Digital Records Creation and Preservation—Guidelines for Local Government

Confidential records

The local government unit bears responsibility to determine if records are confidential and should note which records are confidential on each request for disposal. If you have questions, please see the Montana Constitution, Article II, [Section 9](#) and [Section 10](#), Title II statutes at [2-17-553, MCA](#), and consult legal counsel.

Legal and regulatory record holds

Local government units should not dispose of records subject to litigation, a legal proceeding, an audit and/or a formal investigation, even if the records have met their retention requirements. Local governments should take steps

immediate steps when a legal or regulatory hold is received to segregate and protect relevant records from destruction.

Microfilm/Microfiche

Archival quality microfilm and microfiche are acceptable storage mediums to preserve permanent public records that have low access requirements. Local governments using these formats are required to ensure records stored in micrographic formats remain readable and accessible through their retention period by having an operable machine that can read and produce the records, if requested.

Recommended practices:

Permanent archival quality microfilm or microfiche must be created and stored in accordance with international ANSI standards in order to retain its durability.

If local governments microfilm/microfiche records, the LGRC recommends they validate that the records are complete, accurate, and trustworthy before disposing of the source documents. Validation should include testing a representative sample of the microfilmed files against the originals to ensure complete capture. After validation is completed, the original source documents are copies and are eligible for disposal.

File Attachments for Item:

**A. A PROCLAMATION OF THE CITY COMMISSISON OF THE CITY OF LVINGSTON MONTANA,
DECLARING MARCH 20, 2025 AS SPRING EQUINOX DAY IN LIVINGSTON MONTANA**



Proclamation

Of the Livingston City Commission

Declaring March 20, 2025, as Spring Equinox Day
in Livingston, Montana

WHEREAS, the Spring Equinox, also known as the Vernal Equinox, occurs each year on or around March 20, marking the transition from winter to spring and the renewal of life; and

WHEREAS, this celestial event takes place when the Sun crosses the celestial equator, aligning directly above the Earth's equator, creating a day and night of nearly equal length for all regions of the world; and

WHEREAS, the word "equinox" is derived from the Latin words *aequus* (equal) and *nox* (night), symbolizing the balance of light and darkness that this event represents; and

WHEREAS, the Spring Equinox has been observed and celebrated by cultures around the world for centuries as a time of rebirth, renewal, and the awakening of nature, inspiring traditions that honor the changing of the seasons; and

WHEREAS, in the Northern Hemisphere, this event signifies the lengthening of days and the warming of temperatures as the Earth tilts towards the Sun, bringing opportunities for growth, renewal, and appreciation of the natural world;

WHEREAS, the arrival of spring serves as a reminder of the beauty, resilience, and interconnectedness of our environment, encouraging all residents of Livingston to embrace this season of renewal with gratitude and stewardship of the land;

NOW, THEREFORE, BE IT RESOLVED, on behalf of the Livingston City Commission, I, Quentin Schwarz, Chair, do hereby proclaim March 20, 2025, to be:

SPRING EQUINOX DAY IN LIVINGSTON, MONTANA

Livingston, Montana



Further, I encourage all residents to take a moment to observe and appreciate the changing of the seasons, the balance of nature, and the promise of new beginnings.

Signed this___ day of March, 2025

Quentin Schwarz, Chair
Livingston City Commission

Emily Hutchinson
City Clerk

Livingston, Montana

File Attachments for Item:**A. PRESENTATION OF RESERVOIR PARK GEODESIGN WORKSHOP REPORT**



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: March 18, 2025
TO: Chair Schwarz and City Commissioners
FROM: Grant Gager, City Manager
RE: Staff Report for Reservoir Park Geodesign Project Workshop Results

Recommendation and Summary

Staff is presenting the results of a geodesign workshop to the Commission for its review and acceptance. The Commission may direct the City Manager to pursue the common themes highlighted within the workshop report with the following motion:

"I move to receive and file the geodesign workshop report and direct the City Manager to pursue the common themes."

The reasons for the recommendation are as follows:

- The City of Livingston has previously contemplated improvements to Reservoir Park but was unable to achieve consensus on improvements.
- City Staff has worked with CV Studio to conduct a geodesign workshop to more fully understand the community hopes for Reservoir Park.

Introduction and History

The City of Livingston's Parks and Trails Committee contemplated improvements to Reservoir Park in 2021 and provided recommendations that included a fenced dog park, bike skills course, play space and natural open space. The recommended improvements were not implemented based on community feedback received by the City Commission regarding the recommendations. In June 2024, the City contracted with CV Studio to conduct a series of community workshops regarding Reservoir Park. The geodesign process allowed community members to contemplate uses for each area of the park. These individual contemplations provided the basis for group reviews and planning exercises.

Analysis



CV Studio has presented a report detailing the workshop and common themes that were observed throughout the process. While a full schematic design of the recommendations was not provided, the common themes provide guidance to City staff on developing a final plan for Reservoir Park improvements. The Summary of Draft Actions section appears to show relative commonality in the community's desired location of natural play features, parking areas, restrooms, tree plantings and walking paths.

Fiscal Impact

There is no fiscal impact to this presentation. The project was funded from the FY 2024-25 budget.

Strategic Alignment

The following Growth Policy Strategy is supported by this plan:

- 9.2.1.2. "Seek public input and feedback on current use of the park and trails system and future capital and programming priorities."

Attachments

- Attachment A: Reservoir Park Geodesign Workshop Report
- Attachment B: 2021 Parks and Trails Committee Recommendation Report

Reservoir Park

Livingston, Montana

Geodesign Workshops



Introduction

The City of Livingston, in coordination with CV Studio, organized a non-binding, pre-planning exercise for Reservoir Park from August 1st, 2024 – November 12th, 2024. This exercise consisted of an online, map-based survey and a series of in-person Geodesign workshops hosted at the City of Livingston Community Room.

The primary tool for this process was Geodesignhub. Geodesignhub is a web based platform that uses maps and map-based negotiations to enable a give-and-take process where agreements can be made between people and groups that hold diverging positions socially and politically.

Reservoir Park

The focus area of this project was a 5.54-acre parcel of city-owned land known as Reservoir Park located on the North side of Livingston. This land is currently designated as a City Park and has been used as an informal open space by the immediate residents. The current park lacks signage, amenities, or connection to other parks and trails throughout the city. Reservoir Park is surrounded by single family residences, housing provided by the HRDC, and other city owned parcels. It also houses critical city water infrastructure.



Figure: Images of Reservoir Park

Online Survey

Online “geosurveys” were circulated to help prepare for the workshops. The surveys are anonymous, self-explanatory, and were shared using social media, City of Livingston website, Livingston Farmers Market, and other mediums prior to the Geodesign workshops.

These responses were reviewed with the City of Livingston for feasibility and general financial considerations. There was also an open community meeting on September 25th to discuss survey responses, themes, and the structure of the upcoming workshops. In total, the survey received 202 responses. The survey responses formed the base elements for the Geodesign workshops.



Figure 1: Word cloud of survey responses

Geodesign Workshops

Two Geodesign workshops were organized with the community on October 23rd and November 12th. An additional session was organized with the Green Initiative students at Park High School on November 6th. During the workshops, participants were divided into groups to discuss the survey responses, negotiate ideas, and build consensus on elements the group wanted to see implemented at Reservoir Park.

Workshop Themes and Goals

Geodesign workshops are structured sessions focused on facilitating negotiations between stakeholders. The fundamental innovation that Geodesignhub enables is the ability for the different stakeholders to express their ideas and negotiate over them to reach a consensus. This is done via a series of short meetings and a guided process. The negotiations are structured and centered around the citizens experience of the place and the software manages the social process of give-and-take. The goal of the negotiation is

to develop a consensus over actions for some of the most contested sites in this world. This approach has been used in many contexts and the transparent, digital record keeping ensures that the positions and the compromises are always tracked and made visible to the project participants. The following themes were selected for the workshop:

1. Wayfinding (WAY)
2. Pedestrian Access (PED)
3. Bike Access (BIK)
4. Parking (PAR)
5. Planting (PLA)
6. Recreation/ Playgrounds (REC)
7. Restrooms (RES)
8. Water Services (WAT)
9. Fencing (FENC)

Targets

The primary goals of the workshops were:

- Achieve greater community engagement than previous planning efforts for Reservoir Park
- Develop consensus and agreements regarding development in Reservoir Park
- Demonstrate Geodesign as a beneficial process for future planning and development in Livingston.

Workshop #1 – October 23rd @ 5pm (414 E Callender Street)

This workshop included 16 participants. Some arrived late and others left early. However, 10 participants were present for the entire workshop. Participants were divided into two stakeholder groups (Group A & Group B). Group A consisted primarily of residents in the immediate vicinity of Reservoir Park while Group B represented the greater community of Livingston. Each group was guided through a workflow where they pick specific projects and policies and create a design over which structured negotiations are conducted. Due to time constraints, this workshop was agreed to be continued on November 12th with more anticipated participants and two additional groups to be included in the structured negotiations.

Workshop #2 – November 12th @ 5pm (414 E Callender Street)

This workshop included 28 participants. Nearly all participants from the previous workshop were in attendance so, two additional groups were formed (Group C & Group D). Group C represented the greater community of Livingston and Group D consisted of residents in close proximity to Reservoir Park. The groups were again guided through a workflow to select specific projects and policies and create a design over which structured negotiations were conducted. Groups A & B negotiated their designs while Group C & D negotiated theirs. This ultimately resulted in two negotiated design proposals.

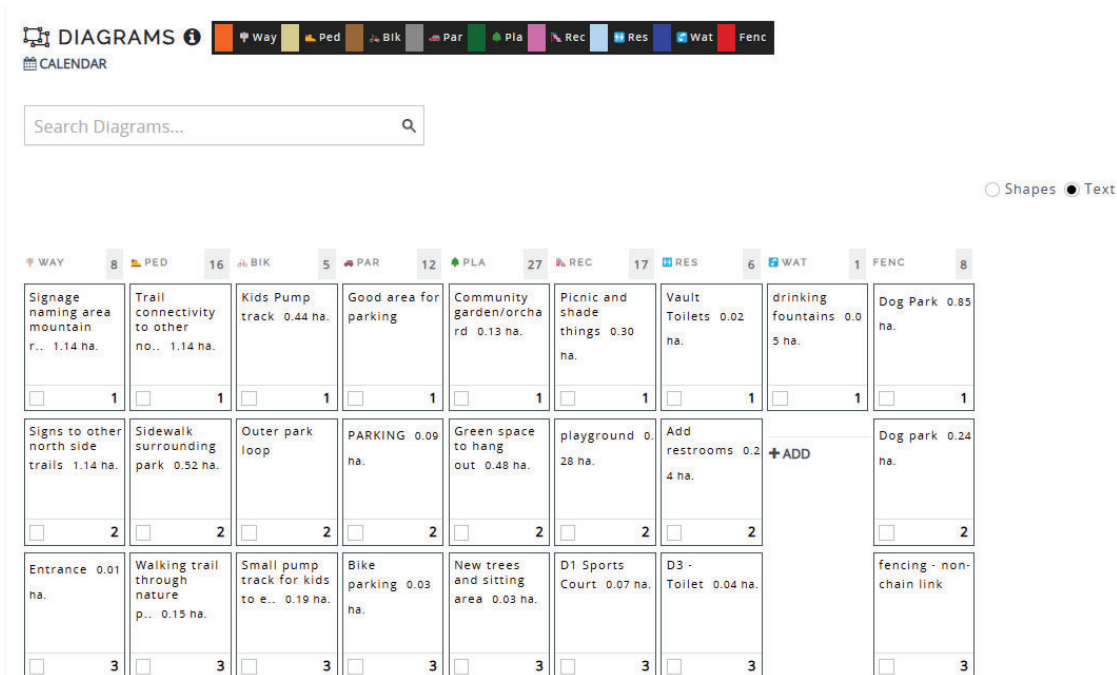


Figure 2: Diagrams from the workshop on Geodesignhub.com

COMPARE TWO SYNTHESSES

A -
D3 -

B -
D10 -

☐ Sync Maps



Hover over a feature to show details

FILTER BY SYSTEM
☐ Way ☐ Ped ☐ Bik ☐ Par ☐ Pla ☐ Rec ☐ Res ☐ Wat ☐ Fenc
SHOW ALL DIAGRAMS

COMPARISON GRID

	Way	Ped	Bik	Par	Pla	Rec	Res	Wat	Fenc
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3									
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Figure 3: Comparison between Group A & B designs

COMPARE TWO SYNTHESSES

C -
D1 -

D -
NaturDroog -

☐ Sync Maps



Hover over a feature to show details

FILTER BY SYSTEM
☐ Way ☐ Ped ☐ Bik ☐ Par ☐ Pla ☐ Rec ☐ Res ☐ Wat ☐ Fenc
SHOW ALL DIAGRAMS

COMPARISON GRID

	Way	Ped	Bik	Par	Pla	Rec	Res	Wat	Fenc
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Figure 4: Comparison between Group C & D designs

Summary of Draft Actions from Geodesign Workshops

In relation to the negotiated designs, Reservoir Park can be broken into three general zones, East, Middle, and West. Looking at these three zones, the two negotiated designs had several common themes.

Beginning with the East side of Reservoir Park, all groups developed consensus for maintaining the parks natural features where possible and enhancing natural vegetation and native plant prevalence. All groups noted the opportunity for educational signage and demonstration of native, drought tolerant planting. Many participants noted the increased maintenance requirement for these features could be accommodated by local non-profit and volunteer organizations.

Both negotiated designs agreed off-street parking and restrooms should be placed in the middle of park with access from E. Reservoir Street. Both the City of Livingston and participants of the workshops agree that a vault toilet is likely the best solution for this park. There was minimal consensus for including drinking water. The City of Livingston noted historical maintenance issues at other parks drinking fountains. However, both workshop participants and the City of Livingston noted a frost-free hydrant may be a lower maintenance alternative.

The West side of the Reservoir Park is approximately 1.3 acres with a gradual slope to the South. Strategies for the West side of Reservoir Park developed consensus for natural play features and a row of trees to provide shade and block wind. Additionally, workshop participants noted the gradual slope of this area makes it the most logical location for a picnic shelter. Less consensus was built around developing a small bike track & skills park for kids. A typical kid's bike pump track only needs ½ acre of land. So, with approximately 1.3 acres and less topography than the East side of the park, there is enough room for a playground area and bike track. However, the maintenance responsibility of a bike track would need to be addressed if this amenity were to be included in the park.

Other topics of discussion included:

- Policy for off leashed dog area
- Connection to other North side trails (coordinated with parks master plan)
- Enhancing pedestrian safety via speed bumps or reduced speed limits
- Ensuring park is ADA accessible

While consensus developed for several elements of Reservoir Park, these workshops were a preliminary, non-binding planning exercise. Further definition of funding, future maintenance requirements, and maintenance responsibilities are needed for Reservoir Park. Coordination and alignment with the new Parks Master Plan will also be needed.

Summary of Draft Actions from Geodesign Workshops



Groups A & B - Negotiated Design



Groups C & D - Negotiated Design



1.1 - Park sign, map, rules, poop bags, trash

1.2 - Signage naming surrounding mountain ranges

1.3 - Signs to other north-side trails

2.1 - Trail connections to other north-side trails

2.2 - Improve trail @ existing trail location

2.3 - Trails to B & C streets

4.1 - Off-street parking

7.1 - Vault toilets

8.1 - Drinking water

Groups A & B



2.4 - Walking Path

4.1 - Off-street parking

4.2 - Off-street parking

7.1 - Vault toilets

Groups C & D

Summary of Draft Actions from Geodesign Workshops



5.1 - Trees for wind protection

5.2 - Weed removal, erosion control, native planting and educational signage

5.3 - Native plantings

Groups A & B



5.1 - Trees for wind protection

5.4 - Wind and shade trees

5.5 - Native plants and flowers with walking trail, bench, and educational signage

Groups C & D

Summary of Draft Actions from Geodesign Workshops



6.1 - Picnic Shelter

6.2 - Natural play features (boulders, logs, stumps, mounds, etc.)

Groups A & B



3.1 - Small bike pump track/ skills park for kids

6.2 - Natural play features (boulders, logs, stumps, mounds, etc.)

6.3 - Picnic area & shade structure

Groups C & D

From: jsouvigney@gmail.com <jsouvigney@gmail.com>
Sent: Monday, November 8, 2021 2:35 PM
To: Michael Kardoes <mkardoes@livingstonmontana.org>; Dorel Hoglund <dhoglund@livingstonmontana.org>
Cc: Faith Kinnick <fkinnick@livingstonmontana.org>
Subject: PTC recommendation on Reservoir Park.

Hi, Mike and Dorel,

Over the past summer and early fall, the Parks & Trails Committee solicited public comment on the development of Reservoir Park. The greatest public support, as expressed throughout that process, was for:

1. Natural kids play space
2. Maintaining natural open space
3. A fenced dog park
4. A kids bike skills course

The public also expressed concerns about issues like safety, parking and park maintenance. More detail is provided in the attached document about desired amenities and concerns.

The Parks & Trails Committee voted unanimously at its October meeting to recommend to the City Commission that the City develop Reservoir Park with consideration for these priorities and the feedback outlined in this document, over a multi-year period, with appropriate attention paid to areas of concern raised by the public. We look forward to working with the City on any development of Reservoir Park.

Thanks. Please let me know when this will be before the City Commission.

Jeanne

Jeanne-Marie Souvigney
(406) 581-8942
jsouvigney@gmail.com

November 8, 2021

To: Livingston City Commission

Fr: Parks & Trails Committee

Re: Recommendation on development of Reservoir Park

Over the past summer and early fall, the Parks & Trails Committee (PTC) solicited public comment on the development of Reservoir Park. The greatest public support, as expressed throughout that process, was for:

5. Natural kids play space
6. Maintaining natural open space
7. A fenced dog park
8. A kids bike skills course

The public also expressed concerns about issues like safety, parking and park maintenance. More detail is provided below about desired amenities and concerns.

The Parks & Trails Committee voted unanimously at its October meeting to recommend to the City Commission that the city develop Reservoir Park with consideration for these priorities and the feedback outlined in this document, over a multi-year period, with attention paid to areas of concern raised by the public. We look forward to working with the City on any development of Reservoir Park.

Background

The City's parks and trails, like many outdoor recreation places across the state, experienced record numbers of users in 2020 as people sought public areas for recreation, socializing and family time that allowed an escape from the confines of indoor restrictions related to COVID. Many of our local trails and parking lots were full day after day, with heavy use extending into the colder fall and winter months. At the same time, local residents continued to ask for more parks and trails on the north side as well as dog-friendly areas.

In consideration of these factors, the PTC asked the City Commission to allocate \$50,000, which the Commission approved, for the development of Reservoir Park on the north side of town. This space is a unique large plot of undeveloped, open city land suitable for and already designated as a park but with no amenities like those found at other city parks. The 2012 Parks & Trails Master Plan recommended that Reservoir Park include a fenced off-leash dog area, community gardens and a children's play area, along with parking, sidewalks, picnic shelter, benches and a vault toilet.

Since Commission approval, the PTC solicited public comments on the development of Reservoir Park. The community and neighborhood residents in particular have shared their views regarding this project in a variety of different venues – community gatherings at the Farmers Market and at Northside Soccer Fields during Saturday games, a site visit at Reservoir Park, several PTC meetings, through a written questionnaire, emails and other means, resulting in

substantial public comment, including 90 questionnaires returned and conversations with an estimated 300 people.

Bubble diagrams and idea boards, created by BYLA, an architectural firm that provided their pro-bono assistance to this project, were available at many of these public events to help spur ideas. The initial idea boards included images of spaces for play, sports and passive enjoyment, kids' bike skills parks, dog parks, community gardens and an overlook, and were expanded in response to public comment at one PTC meeting to include more natural settings (pathways, boardwalks, natural climbing features).

Public Response

We saw the greatest support for:

1. Natural kids play space
2. Natural open space
3. Fenced in dog park
4. Bike skills course

There was in particular a very keen interest in playscapes that emphasized natural materials, landscaping that preserved and supported natural species and enhanced pollinator habitat and maintaining open space (many mentioned wanting to enhance natural colors, features and vistas and other mentioned avoiding bright colors and plastics). Ideas for a space for children included the natural playscape and bike skills course as well as a traditional playground, swings and a rock-climbing boulder.

Other amenities people asked for included:

- Maintained trails
- A dog agility course
- Sport courts – basketball, tennis, baseball, soccer, 3D archery range, disc golf
- Public restrooms and water fountains, benches, shelter
- ADA accessibility
- Wind block, trees and shade
- Native landscaping interpretive signs

Residents also mentioned an interest in a recreational center, an indoor pool, an ice rink, a roller skating rink, a community music venue and a zip line.

Concerns residents shared largely centered around traffic, enforcing speed limits, parking and safe access to the park (particularly to the triangle area), hours of access and overall safety. They want the park maintained, including controlling noxious weeds. Some are apprehensive about potential problems with more dogs in the area, lack of clean-up after dogs and conflicts with local fauna that use the space. Other concerns:

- A desire to maintain the night sky ordinance
- Characteristics of park features/ an interest in no fencing/ no blocked views
- Corporate branding.

File Attachments for Item:

B. ORDINANCE 3058: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY REZONING PROPERTY LOCATED ON ALPENGLOW LANE AND LEGALLY DESCRIBED AS PARCEL 5B, ACRES 31.29 AND PARCEL 1D, ACRES 80.71, IN SO8, TO2, R10 E, P.M.M. COUNTY OF PARK, STATE OF MONTANA, COS 2907RB, FROM LIGHT INDUSTRIAL (LI) TO MIXED USE (MU).



LivingstonMontana.org | PublicComment@LivingstonMontana.org |
406.823.6000

DATE: March 18, 2025
TO: Chair Schwarz and City Commissioners
FROM: Jennifer Severson, Planning Director
RE: Staff Report **for a Map Amendment to Chapter 30 of the Livingston Municipal Code for Property owned by Livingston Health Care**

Recommendation and Summary

Staff recommends the Commission approve the proposed map amendment to the City of Livingston Zoning Code Chapter 30 by adopting the following motion:

"I move to approve the first reading of Ordinance 3058 to amend the City of Livingston Zoning Code Section 30.13 related to the Official Zoning Map and to authorize the Chair to sign Ordinance 3058."

The reasons for the recommendation are as follows:

- The City must amend its Official Zoning Map to rezone property.
- Livingston Health Care has requested a zone change for two undeveloped parcels located on Alpenglow Lane from Light Industrial to Mixed Use.
- The Consolidated Land Use Board voted unanimously to recommend that the Commission approve the rezoning request.

Introduction & History

The applicant, Livingston Health Care (LHC), is requesting to rezone Tracts 5B and 1D (Figure 1 below), two undeveloped parcels of land adjacent to the parcel on which the hospital is located, from Light Industrial (LI) to Mixed Use (MU). An amendment is required to update the City's



Official Zoning Map to reflect the new zoning designation. The legal descriptions of the parcels proposed for rezoning are as follows:

Tract 5B - SO8, TO2, R10 E, P.M.M. County of Park, State of Montana, COS 2907RB, Parcel 5B, Acres 31.29

Tract 1D - SO8, TO2 S, R10 E, P.M.M. County of Park, State of Montana, COS 2907RB, Parcel 1D, Acres 80.71

When LHC acquired the property that now includes the Hospital and Tracts 5B and 1D, it was zoned LI to allow for a Hospital to be built. However, LI zoning does not currently allow for residential uses. LHC desires to develop multi-use types of services and housing on Tracts 5B and 1D to support the needs of the hospital as well as the greater Livingston community. MU zoning would allow for this type of development. (see Attachment C).

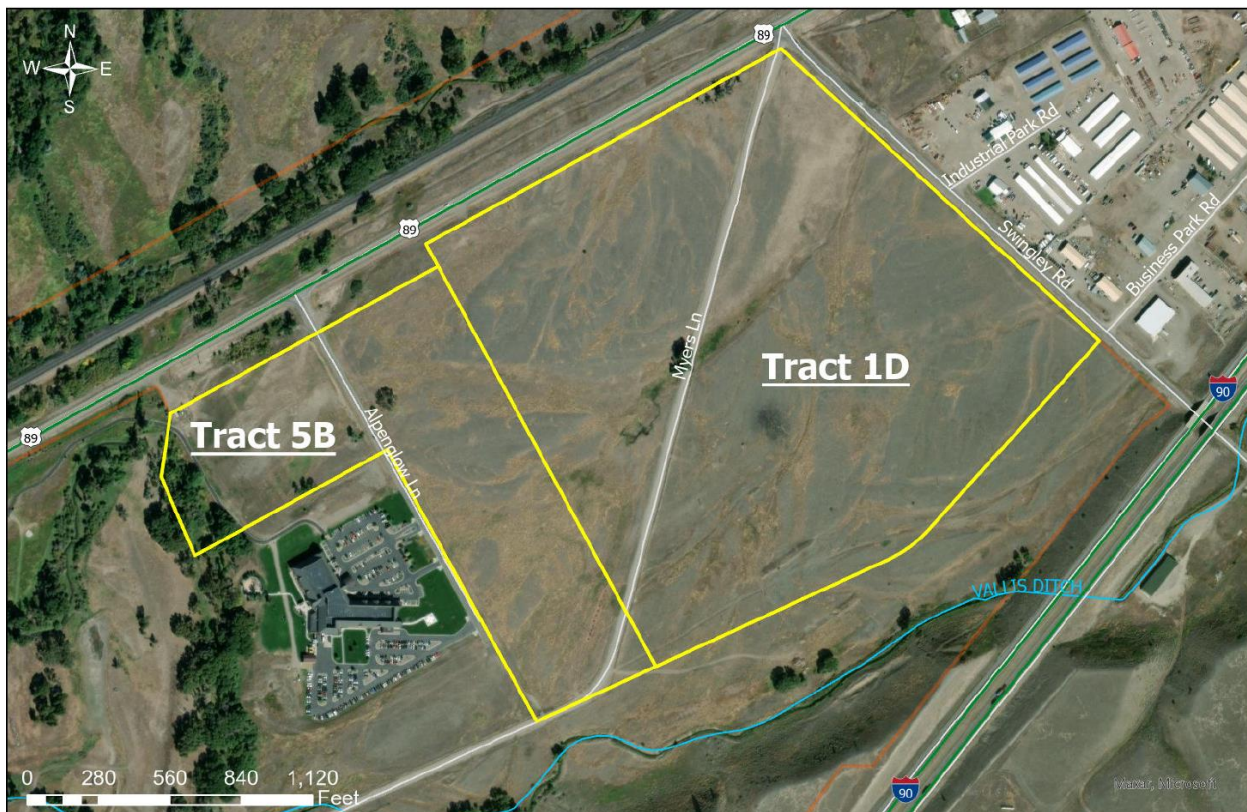


Figure 1- Tracts 5B and 1D proposed for rezoning from Light Industrial to Mixed Use



Analysis

The parcels proposed for rezoning are bounded by US Hwy 89 to the north, Swingley Road to the east, vacant land (zoned R3 High Density Residential) to the south, and predominantly undeveloped land (zoned R1 Low Density Residential) and the Hospital complex to the west. The land across Swingley Road from Tract 1D is in unincorporated Park County and includes Industrial uses with some Commercial uses mixed in.

The subject parcels are both undeveloped and are currently zoned Light Industrial (LI), which is described as a “district intended to accommodate all types of light industry, including those defined as light manufacturing as well as business and professional offices”. The parcel that includes the Livingston Hospital, adjacent to Tract 5B, is zoned LI as well. All three parcels are included in the recently adopted Gateway Overlay Zoning District, which will mandate that new development meet the Building Design Standards in Section 30.46 (see Attachment D).

As described in the City’s Zoning Ordinance, the Mixed Use (MU) District is “intended to accommodate a mix of residential, neighborhood scale commercial services and offices, and small-scale manufacturing”. In the Growth Policy, the Future Land Use Map (see Attachment E) includes Mixed Use that is intended to “accommodate a mixture of retail, office, restaurant, entertainment, cultural, and residential uses”. The requested rezoning of Tracts 5B and 1D from LI to MU is consistent with their Future Land Uses identified Growth Policy.

The Consolidated Land Use Board, at its February 24, 2025 meeting, voted unanimously (6-0) to recommend the City Commission approve the requested rezoning of the subject parcels from LI to MU. During the meeting, board members questioned if the flooding experienced by the hospital property in 2022 was being considered during discussions about housing development. The applicant confirmed they are aware of concerns related to flooding and they are working with Freshwater Partners, a local non-profit group currently engaged in studying flood and migration patterns of the Yellowstone River channel, to better understand the potential risks to future development on the subject parcels as well as risk mitigation strategies.

Proposed Findings of Fact

Criteria and Guidelines for Zoning Regulations (MCA 76-2-304):

(1) Zoning regulations must be:

(a) made in accordance with a growth policy:

As stated above, the area proposed to be rezoned to Mixed Use is also shown on the Future Land Use map in the Growth Policy as Mixed Use. Therefore, the proposed rezoning is consistent with the Future Land Use envisioned in the Growth Policy for that area.

(b) designed to:



(i) secure safety from fire and other dangers;

City Water and Sewer utilities serve the hospital and those lines are routed through Tract 5B. The City will require utility extensions to Tract 1B as it is developed and the cost to extend utilities and connect to them will be the responsibility of the developer, including the installation of fire hydrants. Additionally, future development must meet all adopted fire and building codes, ensuring safe conditions on the subject parcels and surrounding areas.

A portion of the area to be rezoned is located in the 500-year floodplain for the Yellowstone River (see Attachment F), which is not currently regulated by FEMA and is not subject to Floodplain Permitting requirements. None of the land within the area proposed for rezoning is currently designated as 100-year floodplain (where development is regulated) or floodway (where development is prohibited). A flood study is in process that has the potential to result in a change to the floodplain designation on these properties; however, all future development must comply with floodplain permitting requirements in place at the time of building permit, including mitigation by elevating structures and/or meeting FEMA floodproofing requirements.

(ii) promote public health, public safety, and the general welfare; and

All future development on the subject parcels will be required to meet adopted fire and building codes to ensure safe conditions on the property and surrounding areas. As stated in the application narrative, LHC has a need to develop Assisted Living, Senior Housing, and Workforce Housing to help retain staff. The residential uses that are allowed under MU zoning would help meet LHC's needs and the greater community's need for housing. Furthermore, the mix of residential and commercial uses allowed in the MU zone will encourage amenities on the east side of town that may contribute to the general welfare of the Livingston and its citizens.

(iii) facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.

The subject parcels are adjacent to US Hwy 89, Alpenglw Lane and Swingley Road. Access requirements and design details will be determined as the parcels are developed; however, it is anticipated that there will be adequate transportation provisions to serve future development on the parcels. The existing public open space to the west has a trail network that connects the Hospital property to the central part of the City across the Hwy 89 bridge, promoting transportation connectivity as well as ample parkland for use by new development on Tracts 5B and 1D. As stated above, future development on the subject parcels must connect to existing City water and sewer lines and must comply with building and fire codes in place at the time of construction. New housing would contribute to the



school district through property taxes, which will support additional student enrollment needs that might result from the new development.

(2) In the adoption of zoning regulations, the municipal governing body shall consider:

(a) reasonable provision of adequate light and air;

It is not anticipated the proposed rezoning will in any way inhibit the reasonable provision of adequate light and air to the subject parcels or the surrounding properties. New structures must comply with applicable property setbacks for the MU District in the City's zoning code as well as applicable setbacks required by the International Building Code, which will be assessed during building permit review.

(b) the effect on motorized and nonmotorized transportation systems;

At this time, it is not known if rezoning the subject parcels to MU would impact transportation systems. Different types of development allowed in the MU and LI districts would generate traffic volumes and patterns specific to those uses. However, Staff anticipates the impacts to motorized transportation systems would be minimal as the parcels have direct access to Highway 89. Additionally, the mix of residential, retail and commercial uses allowed by MU zoning may lead to a localized increase in non-motorized transportation by encouraging walking and biking between the residential uses and commercial amenities.

(c) promotion of compatible urban growth;

Although there is no residential development in the area immediately surrounding the subject parcels, it is expected that new residential development on Tracts 5B and 1D will directly support the existing hospital and clinic. As stated in the narrative included in the application materials, the hospital has the desire for Assisted Living, Senior Independent Living, Long Term Care and Workforce Housing to be established on the subject parcels. These types of housing would both support, and be supported by, the existing hospital and clinic.

(d) the character of the district and its peculiar suitability for particular uses;

The area proposed for rezoning is undeveloped and, other than the existing hospital complex to the west, the surrounding area is predominantly rural agricultural land uses. Although there are some Light Industrial and Commercial land uses across Swingley Road to the west, this area is outside the City and is not included in future land use considerations in the City's Growth Policy. Staff finds that mixed use development that could accommodate Assisted Living, Senior Independent Living, Long Term Care and Workforce Housing in close proximity to the hospital is appropriate and particularly well suited to these parcels.



(e) conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area.

As previously stated, Tracts 5B and 1D are vacant and there are no buildings on the parcels. Rezoning the parcels will allow a mix of residential and commercial uses that directly support and benefit the only Hospital in the Livingston area. Consequently, Staff considers the potential for mixed use development to be an appropriate use of the land.

Fiscal Impacts

Although the act of rezoning Tracts 5B and 1D will not have direct fiscal impacts to the City, it is likely the mix of uses that will be established in a Mixed Use vs. Light Industrial zoning district would lead to more opportunities for development, as well as higher land values to generate property taxes from new development on the site.

Strategic Alignment

The proposed rezoning from LI to MU aligns with the Growth Policy as identified below:

Future Land Use Analysis for Future Residential Land Use (GP, page 102-103) states that “a large tract of vacant land next to hospital is available for development. There is a public preference for denser urban style development near the new hospital with a mixture of residential types to accommodate the workforce”.

Objective 3.1.1.8: Reduce Urban sprawl through the compact development consistent with the Future Land Use Map of this Growth Policy.

Objective 5.1.5: Create housing programs to retain employees, the elderly, and long-term residents.

Objective 5.1.4: promote a mix of housing within neighborhoods that supports a variety of household income levels, household age groups, and housing types.

Objective 7.2.2: Support services that meet the needs of the aging population.

Strategy 7.2.2.4: Collaborate with entities supporting and advocating for older adults' quality of life such as assisted living providers...and Livingston HealthCare... to promote their services throughout the community.



Strategy 7.2.2.5: Collaborate with entities supporting and advocating for older adults' quality of life such as assisted living providers...and Livingston Health Care... to assess unmet needs of Livingston's residents.

Goal 3.4: Encourage the responsible growth of Livingston by evaluating proposed developments against the ten principles of Smart Growth, which include:

1. Mix Land Uses
3. Create a Range of Housing Opportunities and Choices
4. Create Walkable Neighborhoods

Staff Recommendation

Based on the reasons discussed above, Staff finds the proposed Zoning Map Amendment to comply with the requirements of State statute and supports the City's adopted Growth Policy. Therefore, Staff recommends the Consolidated Land Use Board, acting in its capacity as the Zoning Commission, recommend the City Commission approve the proposed rezoning request.

Attachments

- A. Draft Ordinance 3058
- B. Application Packet
- C. Table 1: Uses Allowed in MU and LI Zoning Districts
- D. Sec 30.46 Building Design Standards (within Gateway Overlay District)
- E. Growth Policy Future Land Use Map
- F. Floodplain Map of Subject Parcels

ORDINANCE NO. 3058

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY REZONING PROPERTY LOCATED ON ALPENGLOW LANE AND LEGALLY DESCRIBED AS PARCEL 5B, ACRES 31.29 AND PARCEL 1D, ACRES 80.71, IN SO8, TO2, R10 E, P.M.M. COUNTY OF PARK, STATE OF MONTANA, COS 2907RB, FROM LIGHT INDUSTRIAL (LI) TO MIXED USE (MU).

* * * * *

Purpose

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

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

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

WHEREAS, no petitions were received by the City in protest of the proposed map amendment;

WHEREAS, the City of Livingston Consolidated Land Use Board, after a public hearing held on February 24, 2025, voted unanimously (6:0) to recommend approval of the zoning map amendment to the City Commission to rezone the subject parcels from Light Industrial (LI) to Mixed Use (MU);

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

SECTION 1

REZONING OF PROPERTY LOCATED ON ALPENGLOW LANE AND LEGALLY DESCRIBED AS PARCEL 5B, ACRES 31.29 AND PARCEL 1D, ACRES 80.71, IN SO8, TO2,

R10 E, P.M.M. COUNTY OF PARK, STATE OF MONTANA, COS 2907RB, FROM LIGHT INDUSTRIAL (LI) TO MIXED USE (MU).

SECTION 2

Statutory Interpretation and Repealer:

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

SECTION 3

Severability:

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

SECTION 4

Savings provision:

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

SECTION 5

Effective date:

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

PASSED by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the ____ day of March, 2025.

QUENTIN SCHWARZ, CHAIR

ATTEST:

Emily Hutchinson
City Clerk

PASSED, ADOPTED AND APPROVED, by the City Commission of the City of Livingston,
Montana, on a second reading at a regular session thereof held on the _____ day of April, 2025.

QUENTIN SCHWARZ, CHAIR

ATTEST:

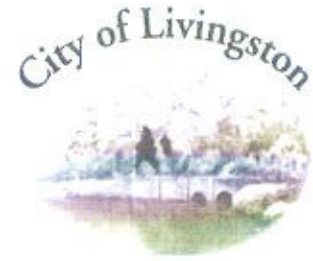
APPROVED TO AS FORM:

EMILY HUTCHINSON
City Clerk

JON HESSE
City Attorney

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

planning@livingstonmontana.org



City of Livingston Zoning Map Amendment Application Instructions

A Zoning Map Amendment (ZMA) is required to change the zoning designation on any parcel or parcels within the City of Livingston.

Zoning Map Amendments require a public hearing before the Zoning Commission for a recommendation to the City Commission, and are approved or denied by the City Commission. All ZMAs are evaluated by the Zoning Commission and City Commission based upon the following criteria:

1. What reasons prevent the property from being used for any of the uses allowed under the existing Zoning?
2. Why is there a need for the intended use of the property at this location?
3. How will the public interest be served if this application is granted?
4. Compliance with 76-2-304 MCA:
 - In accordance with the adopted Growth Policy.
 - Designed to secure safety from fire and other dangers.
 - Promote public health, public safety, and general welfare.
 - Facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.
 - Consider the adequate provision of light and air.
 - Consider the effect on motorized and non-motorized transportation systems.
 - Consider the promotion of compatible urban growth.
 - Consider the character of the district and its peculiar suitability for particular uses.
 - Consider conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area.
5. The spot zoning criteria:
 - The proposed use is significantly different from the prevailing use in the area.
 - The area in which the requested use is to apply is rather small from the perspective of concern with the number of separate landowners benefited from the proposed change.
 - The change is special legislation designed to benefit only one or a few landowners at the expense of the surrounding landowners or the general public.

It is highly recommended that you meet with planning staff prior to applying for a ZMA.

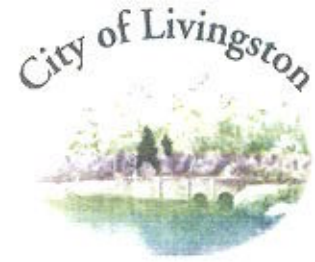
Submittal Requirements:

- ☒ Completed Application Form.

- ☒ Cover letter with a description of the project and how the project meets the criteria included in these instructions.
- ☒ A map showing the dimensions, acreage and location of the tract(s) and adjacent land uses.
- ☒ The ZMA 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 Zoning Map Amendment Application

1. **Property Owner Name:** Livingston Health Care

2. **Location of Property**

General Location: 320 Alpenglow Lane

Address: 320 Alpenglow Lane, Livingston, Montana 59047

Subdivision: _____ Lot: _____ Block: _____

Zoning District: _____

3. **Contact Information**

Property Owner

Home Address: Livingston Health Care

320 Alpenglow Lane, Livingston, Montana 59047

Phone Number: 406.293.0625

Email Address: bruce.whitfield@livhc.org

Primary Contact/ Applicant

Name: Bruce Whitfield, CEO

Address: 320 Alpenglow Lane

Livingston, Montana 59407

Phone Number: 406.293.0625

Email Address: bruce.whitfield@livhc.org

Secondary Contact

Name: Rick Ojala, 1 Graydog LLC

Address: 2482 Annie Street

Bozeman, Montana 59718

Phone Number: 406.579.0108

Email Address: rickojala@gmail.com

4. Property Information

Existing Structures on Property: none

Proposed Zoning Designation: MU

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

Bruce W. Hafford
Applicant's Signature

12/18/24
Date

Zone Map Amendment Application
Tract 5B C.O.S. 2907RB and Tract 1D C.O.S 2907RB
Change of Zoning from L-I Light Industrial to MU Mixed Use
Livingston, Montana
12/19/24

Background

In 2021, the City adopted a Growth Policy that included recommendations to look at future development of land to be considered for Mixed Use (MU). "The MU land use designation accommodates a mixture of retail, office, restaurant, entertainment, cultural, and residential use." (P.102 Livingston Growth Policy 2021). "A Large tract of vacant land next to the Hospital is available for development. There is a public preference for a denser urban style development near the new Hospital with a mixture of residential types to accommodate the workforce." (P.103 Livingston Growth Policy 2021).

To build the new Livingston Health Care hospital, the zoning for Tract 2B C.O.S. 2557RB was changed from R-1 to L-I to meet the zoning requirement for a hospital to be constructed. It was decided at that time that all the land that the hospital owned Tract 5A and Tract 1C would be rezoned to L-I also. The L-I zoning does not allow for any kind of residential housing to be constructed. Livingston Health Care desires to develop multi-use types of services and housing on this land to meet the needs of Livingston. Mixed Use zoning would allow for both of these things to happen and would meet several objectives of the City of Livingston Growth Policy.

1. **What reasons prevent the property from being used for any of the uses allowed under the existing Zoning?** Livingston Health Care has different needs for land development that are not allowed under the L-I zoning. (e.g., Assisted Living, Senior Independent Living, Long Term Care, and Workforce Housing or any other Residential Housing.)
2. **Why is there a need for the intended use of the property at this location?** Livingston Health Care has a need to develop Assisted Living, Senior Housing, and Workforce Housing to help retain staff. Overall, housing available in Livingston is limited, and this land would allow for the development of residential housing to meet both the community's needs and Livingston Health Care's needs. This land sits in a Gateway Overlay District and offers easy access for future development.
3. **How will the public interest be served if this if this application is granted?** The public interest would be served by bringing new services and housing opportunities to the community that would serve the elderly and workforce housing in Livingston. City of Livingston Growth Policy, Land Use, Objective 3.1.1.8, "Reduce Urban sprawl through the compact development consistent with the Future Land Use Map of this Growth Policy." Objective 5.1.5, "Create housing programs to retain employees, the elderly, and long-term residents." (P. 116 Livingston Growth Policy 2021).

4. Compliance with 76-2-304 MCA - Zoning regulation must be:

- In accordance with the adopted Growth Policy.

The proposed map amendment to change Zoning from L-I to MU supports the City's 2021 Growth Policy By furthering the following recommendations:

1. Exhibit 11.1 Recommended Future Land Use Map (P.109) showed Mixed Use for Tracts 5B and 1D.
2. Objective 5.1.1 Create housing programs to retain employees, the elderly and long-term residents.
3. Objective 5.1.4 Promote a mix of housing within neighborhoods that supports a variety of household income levels household age groups, and housing types.
4. Objective 7.2.1 Support services that meet the needs of the ageing population.
5. Under the Principles of Smart Growth:
 - #1. Mix Land Uses.
 - #2. Create a range of Housing opportunities and choices.

- Designed to secure safety from fire and other dangers.

The proposed map amendment is to change the zoning and allowed uses. This change will not impact safety from fire and other dangers. New construction resulting from Mixed Use development will be subject to building permit requirements, including compliance with fire codes. Construction within a regulatory floodplain will also require a floodplain development plan and compliance with current FEMA floodproofing requirements.

- Promote public health, public safety, and general welfare.

Any future development on tracts within the zone map amendment will be required to follow the City's building and fire codes and floodplain regulations in place at the time of construction. This will ensure safe conditions on properties within the zone map amendment. Additionally, the Building Design Standards in Section-30.46 include requirements that promote an enhanced pedestrian environment, which will improve pedestrian connectivity to Healthcare Services and promote public health, safety and welfare of the general public.

- Facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other requirements.

Any future development on tracts within the zone map amendment will be required to follow the City's building and fire codes and the current FEMA floodplain regulations in place at the time of construction. The provision of park space, water, and sewer will be designated in these building codes. In addition, MU zoning allows for a mixture of residential, commercial, and retail development together promoting less travel for residents to obtain those services and more pedestrian activity to do so.

- Consider the adequate provision of light and air.

Then proposed map amendment will not impact the reasonable provision of adequate light and air. Consideration for adequate light and air will be addressed through compliance with City Building codes in place at the time of construction.

- Consider the effect on motorized and non-motorized transportation systems.

It is not anticipated that the proposed map amendment will directly affect motorized and non-motorized transportation systems. Any construction within these tracts will be governed by the applicable Building Design Standards. Mixed Use zoning allows for construction of residential, retail, and other professional services in the same area. Improved connectivity within these developments is expected to result in a localized increase in pedestrian activity. Under Livingston Growth Policy, Land Use, Objective 3.1.1.6, "Encourage residential developments to provide neighborhood commercial areas serving residents within walking distance."

- Consider the promotion of compatible urban growth.

The zone map amendment will allow Mixed Use development to follow the applicable Building Design Standards. "The public has expressed a desire for more dense development on these tracts, and Mixed Use will allow for that." (P. 103 Livingston Growth Policy). Any future development will be encouraged to be aesthetically and physically compatible with Livingston's historic design traditions and reflect the City's unique character. The Tracts proposed for Mixed Use are surrounded by residential zoning, R1 on the West and R3 on the South. Adding Mixed Use to this adjacent residential zoning makes sense by adding multiple types of housing and service availability thus increasing the ability to walk to these services.

- The character of the district and it’s peculiar suitability for particular uses.

The tracts within the proposed Zone Map Amendment are undeveloped. There are no buildings on these tracts other than Livingston Health Care hospital. Any new development will not have to match any existing building, but will be subject to applicable Building Design Standards for Mixed Use Zoning and the Gateway Overlay District and will be encouraged to be aesthetically and physically compatible with Livingston’s historic design traditions and reflect the City’s unique character and any requirements under the Gateway Overlay Zoning District.

- Conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area.

The tracts within the proposed Zone Map Amendment are undeveloped. There are no buildings on these tracts other than Livingston Health Care hospital. All future development will be directed by the Building Design Standards for Mixed Use, any current FEMA floodplain development and permitting requirements, along with the requirements of the Gateway Overlay Zoning District.

Legal Descriptions

Tract 5B

SO8, TO2 S, R10 E, P.M.M. County of Park, State of Montana, COS 2907RB, Parcel 5B, Acres 31.29

Tract 1D

SO8, TO2 S, R10 E, P.M.M. County of Park, State of Montana, COS 2907RB, Parcel 1D, Acres 80.71

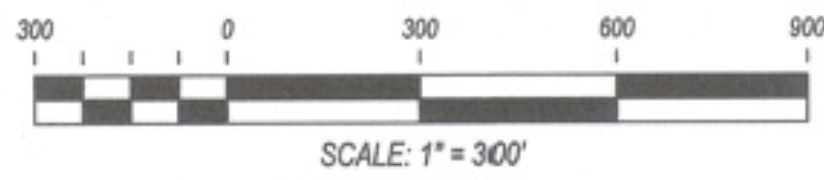

Signature Bruce-Whitfield, CEO


Date

Attachments: Exhibit 11.1 Recommended Future Land Use Map, Livingston Growth Policy 2021
Map of Tract 5B and 1D, COS 2907RB
List of Surrounding Property Owners Within 300’ of ZMA

A Survey Of
**THE RELOCATION OF COMMON BOUNDARIES
OF TRACT 5A OF CERTIFICATE OF SURVEY NO. 2360 RB
AND TRACT 1C OF CERTIFICATE OF SURVEY NO. 2668 RB**

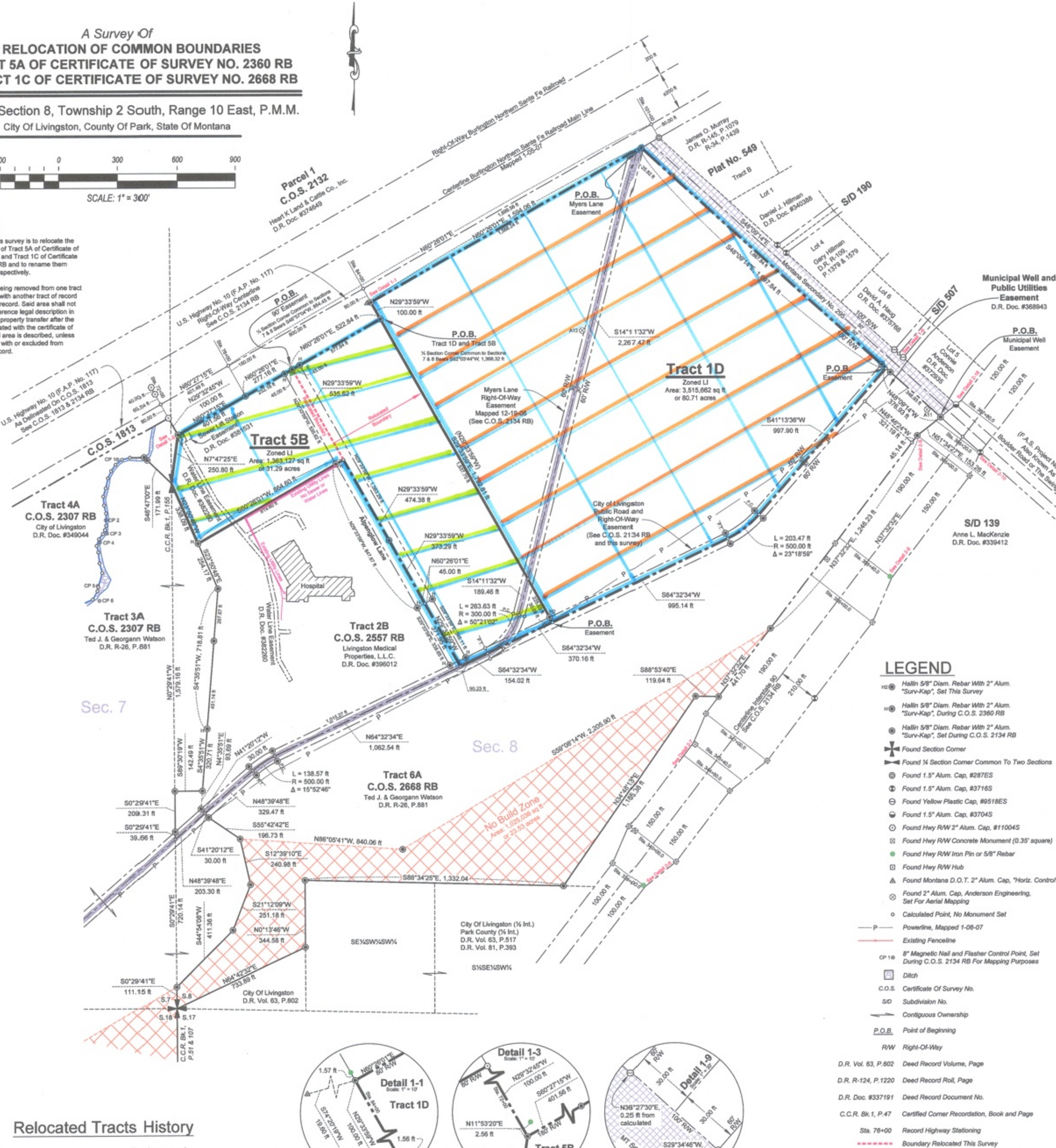
Located In Section 8, Township 2 South, Range 10 East, P.M.M.
City Of Livingston, County Of Park, State Of Montana



Purpose of Survey:

The purpose of this survey is to relocate the common boundaries of Tract 5A of Certificate of Survey No. 2360 RB and Tract 1C of Certificate of Survey No. 2668 RB and to rename them Tracts 5B and 1D, respectively.

The area that is being removed from one tract of record and joined with another tract of record is not itself a tract of record. Said area shall not be available as a reference legal description in any subsequent real property transfer after the initial transfer associated with the certificate of survey on which said area is described, unless said area is included with or excluded from adjoining tracts of record.



**Zone Map Amendment Application
Tract 5B C.O.S. 2907RB and Tract 1D C.O.S. 2907RB
Change of Zoning From LI-Light Industrial to MU Mixed Use
01/08/25**

Current Zoning and Uses of Surrounding Parcels

Enclosed is a map showing current zoning and current uses within this zoning related to Livingston Health Care's ZMA application. The basis for this map is the ArcGIS Web Map found on the City of Livingston's website. Each surrounding parcel next to Tract 5B and Tract 1D is identified by its current zoning and the actual current use of each parcel. This information was done through visual inspection and Google Earth Mapping.

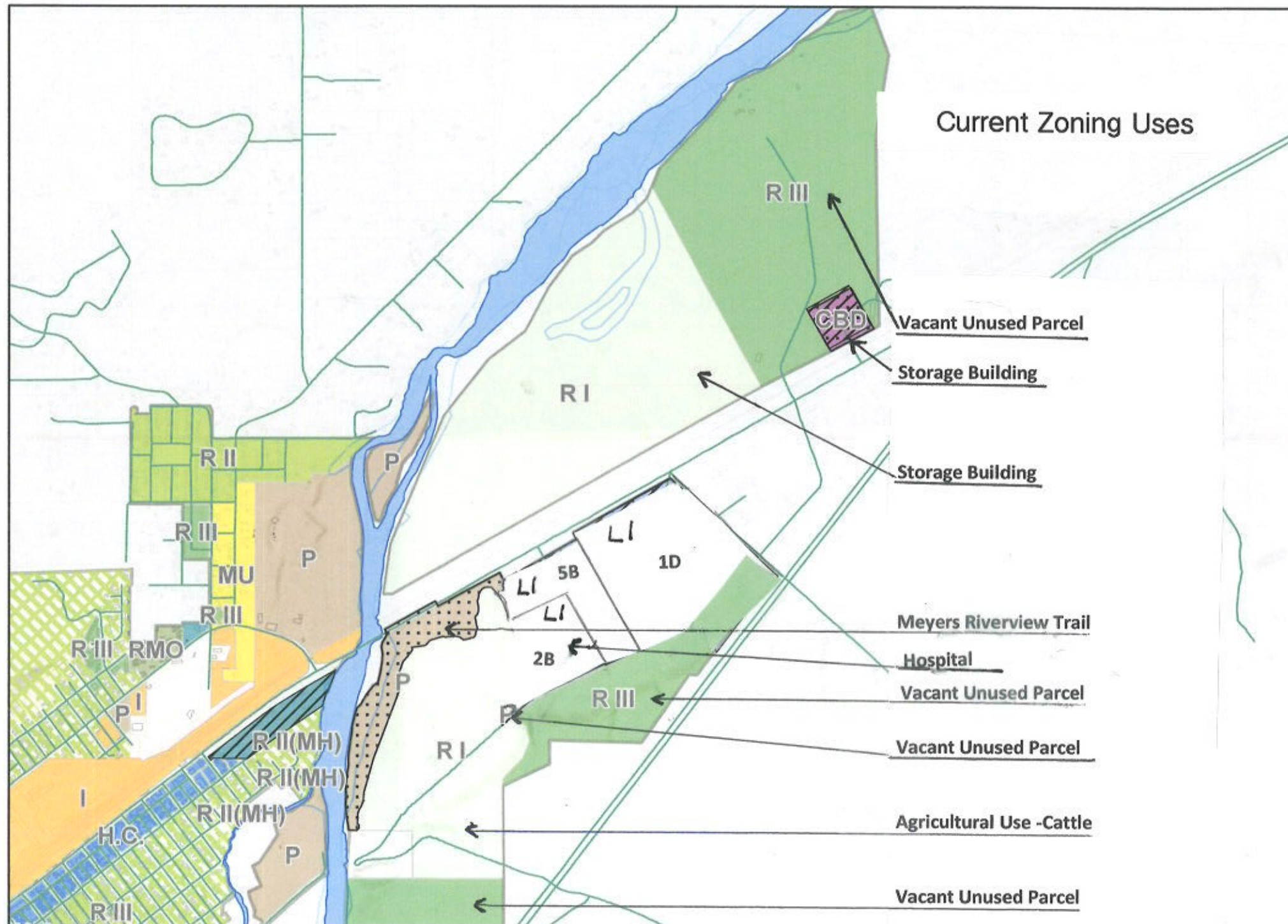
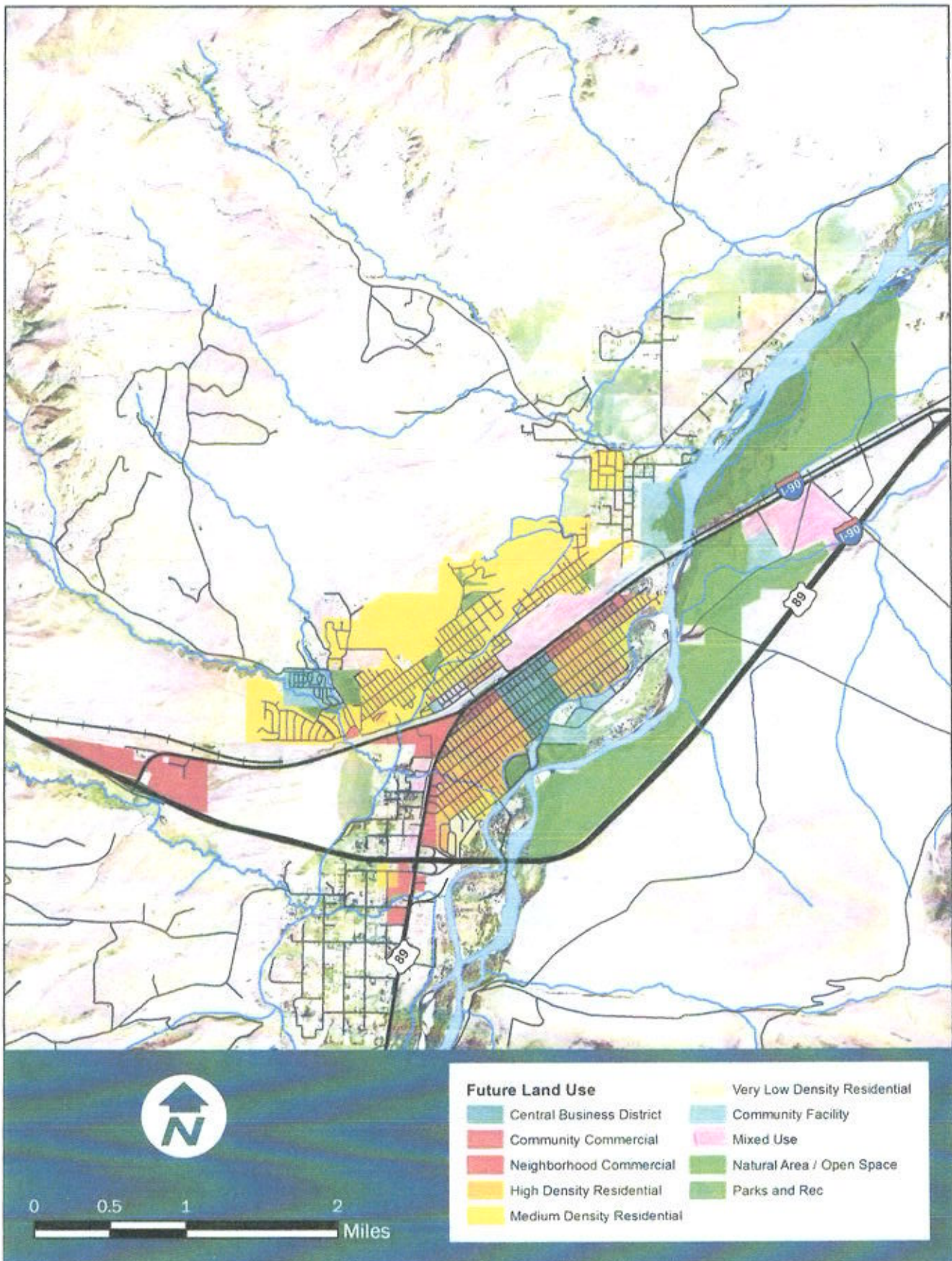


Exhibit 11.1: Recommended Future Land Use Map



**List of Property Owners
Within 300 Feet
Of Livingston Health Care
Request for ZMA**

Bennett Holdings & Investments LLC
PO Box 98
Wilsall, Montana 59066-0098

Connie Anderson
935 Briarwood Drive
East Wenatchee, Washington 98802-8303

David A Haug
33 Willow Creek Road
Livingston, Montana 59047-9222

City of Livingston
414 E Callender Street
Livingston, Montana 59047-2746

Spoon Full Farm Properties LLC
PO Box 2003
Livingston, Montana 59047-4706

Livingston Medical Properties LLC
320 Alpenglow Lane
Livingston, Montana 59047-8506

Gary Hillman
PO Box 2474
Livingston, Montana 59047-4715

Daniel James Hillman
PO Box 902
Livingston, Montana 59047-0902

James O Murray
5702 US Highway 89 South
Livingston, Montana 59047-9245

Ted J and Georgann Watson
PO Box 433
Livingston, Montana 59047-0433

Table 30.40**List of Uses Allowed in Mixed Use and Light Industrial Zoning Districts**

A = Allowed S = Special Exception Permit Required N = Not Allowed

	<u>MU</u>	<u>LI</u>
One (1) Family Dwellings*	A	N
Two (2) Family Dwellings	A	N
Multifamily Dwellings	A	N
Accessory Dwellings	A	N
Townhouses	A	N
Tiny Homes	A	N
Accessory Buildings	A	A
Mobile Homes	N	N
Modular Homes	A	N
Churches	S	N
Schools, Public, Private and Parochial	S	N
Schools, Trade	S	A
Hospitals/Institutions	S	A
Medical/Dental Clinics	A	A
Adult Foster Care Center ³	A	A
Personal Care Center	A	N
Child Care Center	A	A
Veterinarian Clinics	A	A
Kennels and Catterys	N	A
Laundromat	A	A
Bed and Breakfasts	A	N
Motels/Hotels	N	A
Travel Trailer Parks	N	N
Business and Professional Offices	A	A
Retail	A	A
Large-scale Retail	N	S
Personal Service Stores	A	A
Eating and Drinking Establishments (Sit-Down)	A	A
Drive-Thru Restaurants	N	A
Banks	A	A
Mortuary	S	A
Wholesale Businesses	N	A
Commercial Greenhouses	S	A
Gasoline Service Stations	N	N
Auto Repair Garage	N	N
Automobile Dealerships	N	A
Auto Salvage and Storage	N	N
Warehouse and Enclosed Storage	N	A

	<u>MU</u>	<u>LI</u>
Machine Shop	N	S
Artisan Manufacturing	A	A
Limited Manufacturing	A	A
General Manufacturing	N	A
Intensive Manufacturing	N	A
Cidery	A	A
Microbrewery/ Microdistillery	A	A
Winery	A	A
Bowling Alley	S	S
Theater	S	A
Open-Air Stadiums, Sports Arenas, Amphitheaters	S	A
Lumberyards	N	A
Transportation Terminals	N	A
Radio Stations ⁴	A	A
Utility Substations	S	S
Armory	N	N
Cemetery	N	N
Government Offices	A	N
Public Recreation Facility	S	A
Health and Exercise Establishment	A	A
Marijuana Production Facility	N	A
Sexually Oriented Business	N	A

Sec. 30.46. - Building design standards.

- A. This Section provides policies and standards for the design of buildings in the Design Review Overlay Zone. In general, they focus on promoting buildings that will be compatible in scale and appear to "fit" in the community by using materials and forms that are a part of Livingston's design traditions.
- B. Applicability of the Building Design Standards. The standards and requirements found in this Section shall apply to any commercial and/or industrial project that requires a building permit within any adopted Design Review Overlay zone, and any large-scale retail uses regardless of location within the City.
- C. Objectives for Building Design.
 - 1. Achieve High Quality Design. Buildings in the overlay zone shall convey a high quality of design, in terms of their materials and details, as well as through a consistent organization of forms and elements. This quality shall establish a standard for design throughout the community.
 - 2. Reflect the Design Traditions of Livingston. Buildings shall reflect the design traditions of the region, in terms of building and roof forms. Distinctive roof forms are a key part of this tradition. Sloping roofs, in gable, hip and shed varieties are historical precedents to promote and they also help reduce the apparent bulk of larger buildings and help to shed snowfall. Flat roofs with varied parapet lines and cornices are also a part of the City's design traditions and shall be encouraged. Buildings that appear to be in scale with those seen traditionally also shall be encouraged. Where a new building would be larger than those existing in the area, it shall establish a transition in scale, to reduce the impact of building scale on the adjacent property, as well as on the neighborhood.
 - 3. Promote Buildings that Fit with the Natural Setting. Structures shall be sited to fit with the land and incorporate colors seen in the natural setting.
 - 4. Promote Buildings that Reflect Pedestrian Scale. Structures shall demonstrate pedestrian friendly design that relate to the adjoining public streets, sidewalks, and spaces.
- D. Building and Topography.
 - 1. Policy. A building shall respect the natural topography of the site.
 - 2. Standards. Step a building foundation to follow the slope of the site when feasible. In general, an exposed building foundation shall not exceed three (3) feet in height.
- E. Building Character.
 - 1. Policy. Buildings shall reflect the regional urban character.
 - 2. Guideline.
 - a.

Designs that draw upon regional design traditions are preferred. Standardized "franchise" style architecture will be strongly discouraged by following these standards.

- b. Higher density buildings are encouraged with mixed use multi-story buildings and shared parking.
- c. Incorporating smaller retail shops facing the street is encouraged.
- d. Secondary buildings on a site should be placed around the perimeter of the site to visually shield the public from the parking areas.
- e. Where possible main entrances should face away from the prevailing winds.
- f. Buildings should have multiple entrances to minimize the distance from parking spot to the building.
- g. If present on site, wildlife corridors shall be included in the site plan.
- h. On site generation of electricity using renewable energy is highly encouraged.
- i. The primary entrance to a building shall have a human scale. A one (1) story element at the building entrance to help establish a sense of scale shall be provided.
- j. Where no windows or other obvious indication exists, the position of each floor in the external skin design of a building shall be expressed to establish a human scale.
 - i. Use belt courses or other horizontal trim bands of contrasting color and materials to define floor lines.
 - ii. Articulate structural elements, or change materials as a method of defining floors.
- k. Building materials that help establish a human scale shall be utilized.
 - i. For example, use brick in a standard module to express a human scale.
 - ii. Avoid using large surfaces of panelized products or featureless materials.
 - iii. A large surface of stucco or similar material that lacks articulation or detailing shall not be allowed.
 - iv. The mix of exterior materials should form a cohesive design package. One (1) material and color should be chosen for eighty (80) percent of the building, with accent materials and colors used to articulate openings, building foundations and roof terminations.
- l. New construction shall relate to adjacent residential and historic resources. Where a new project abuts a residential neighborhood or a historic structure, step the building down at the property edge to minimize abrupt changes in scale, or increase side yards to reduce the impact.

F. Primary Building Entrance.

1. Policy. The primary entrance of a structure shall orient to a street, major sidewalk, pedestrian

way, plaza, courtyard or other outdoor public space.

2. Standards.

- a. The main entrance shall be designed to be clearly identifiable.
 - i. A sheltering element such as a canopy, awning, arcade or portico shall be provided to signify the primary entrance to a building.
 - ii. Where more than one (1) user shares a structure, each individual entrance shall be identified.
 - iii. Customer amenities such as seating areas, coffee shops, customer service stations are encouraged to be located near the main entrance.
 - iv. Shopping cart storage at the entrance, either outside or in the vestibule of the building is encouraged to be avoided.
- b. The primary entrance of a building to face a street, plaza or pedestrian way.
 - i. Focusing an entrance toward a parking lot without also addressing the street is inappropriate.
 - ii. If the building is adjacent to a street "double-fronted" design providing an entrance to parking and to the street is required. That is, provide a door to the street and another to the parking lot.
 - iii. A transitional area, including landscaping, between the parking lot and entrance to the building shall be provided. Consider locating a pedestrian plaza at the entrance; this may be enhanced with streetscape furnishings.

G. Street Level Interest.

1. Policy. When a building is located close to a street or walkway, it shall be designed to provide interest to pedestrians. For example, commercial buildings with storefronts are of interest to passersby. Such features encourage pedestrian activity and shall be used whenever feasible. The overall mass of a building shall appear to be in scale with buildings seen traditionally. This will help new structures fit with the Livingston context. At the same time, newer structures may be larger than those seen before; they shall simply be articulated in their form and materials such that they convey proportions that are similar to those seen traditionally.
2. Standards.
 - a. Develop the street level of a building to provide visual interest to pedestrians. All sides of a building shall include interesting details and materials to avoid presenting a "back side" to neighboring properties. A large expanse of blank wall is not permitted on any street-oriented facade.
 - b. All building walls located within ten (10) feet of a public sidewalk shall have a minimum of sixty (60) percent coverage of wall square footage with ground floor windows.

- c. Loading docks, trash collection areas, outdoor storage, and similar facilities must be incorporated into the overall design of the building. Loading docks, trash collection areas, outdoor storage, and similar facilities must be shielded from view from adjacent properties and public rights-of-way with screening such as fencing, landscaping or walls.

H. Building Mass and Scale.

1. Policy. A building shall appear to have a "human scale." In general, this can be accomplished by using familiar forms and elements that can be interpreted in human dimensions, as noted throughout this Chapter, e.g., "small details/visible to pedestrians."
2. Standards. In order to reduce the visual impacts building scale, each major building project shall provide all of the following:
 - a. Divide a building into visual modules that express dimensions of structures seen traditionally.
 - i. Buildings shall employ all of the following design techniques:
 - (A) Change material or color with each building module to reduce the perceived mass;
 - (B) Change the height of a wall plane or building module;
 - (C) Change roof form to help express the different modules of the building mass; and
 - (D) Change the arrangement of windows and other facade articulation features, such as columns or strap work that divide large wall planes into smaller components.
 - (E) Large expanses of plate glass shall be avoided by breaking up window arrays with mullions. Repletion and patterns of windows shall be used to create interest.
 - (F) On multi-story walls, windows shall be placed in courses that reflect potential interior floors. Upper windows shall be coordinated vertically with windows below.
 - (G) Secondary uses or departments including pharmacies, photo finishing/development, snack bars, dry cleaning, offices, storage, etc. should be oriented to the outside of the building by projecting them outward or recessing them inward. This includes providing the individual uses with separate entrances and windows facing the outside of the building.
 - ii. Express facade components in ways that will help to establish a human scale (details oriented towards pedestrians).
 - (A) Establish a pattern and rhythm on exterior walls to establish a human scale;
 - (B) Windows, columns and other architectural treatments used repetitively can create this effect;
 - (C) Using windows and doors that are similar in scale to those seen traditionally also can help establish a human scale;
 - (D)

Also, recess these elements, even if slightly, and articulate them with headers, sills, columns and/or mullions.

- (E) If possible, windows such that exterior views of the mountains are framed by users of the building are highly encouraged.

I. Roof Form.

1. Policy. The primary roof form of a structure shall help reduce the perceived scale of the building. For that reason, sloping roofs shall be used in most contexts. These also will help the building fit into the mountain backdrop. Varied roof forms in the appropriate context are also encouraged.
2. Standards.
 - a. Using sloping roof forms to reduce the perceived scale of a building is encouraged.
 - i. Varying roof forms is encouraged.
 - ii. Providing variety in ridgeline height is encouraged.
 - iii. Rooftop mechanical equipment shall be screened from view from adjacent public rights-of-way. Rooftop solar panels are excluded from this requirement but may not reflect sunlight or create glare onto neighboring properties or rights-of-way.
 - b. All roof forms shall have no less than two (2) of the following features:
 - i. A flat roof with parapet;
 - ii. A cornice or molding to define the top of a parapet;
 - iii. Overhanging eaves;
 - iv. Sloping roofs with a minimum pitch of 6:12;
 - v. Multiple roof planes.

J. Signage.

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

- b. Signs that detract from the site design of a development shall be avoided. The use of internally backlit signs will not be allowed. Spotlighting or other lighting methods shall be explored.

K. Design Standards Administration. The building design standards and review procedures contained herein shall apply to all large-scale retail uses and all nonresidential property annexed into the City and falling within the Gateway Overlay Zoning District, which has been mapped and amended to the City's Official Zoning Map. If meeting the above criteria, all new construction, exterior remodels and additions to existing buildings will be subject to the following application and review process:

1. Application Submittal Requirements.

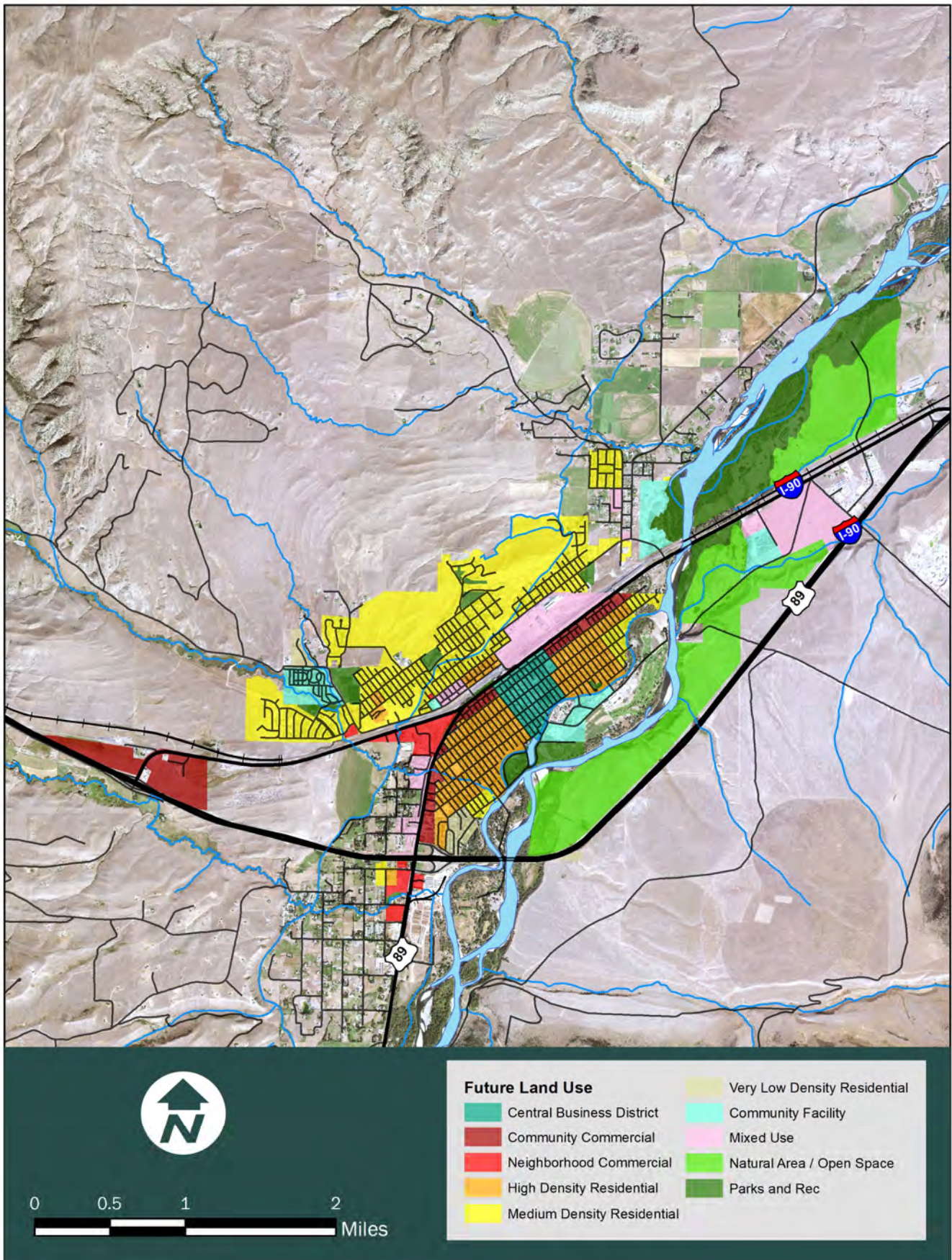
- a. A completed application form.
- b. A site plan and other detailed drawings, including, but not limited to, building elevations indicating exterior materials, colors and necessary architectural details required to determine compliance with this Section, shall be submitted to the Planning Department along with the required application fee.
- c. An economic analysis, including types and volumes of goods and services to be offered, impact on existing businesses, wage scales, percentage of local ownership and employees.
- d. A traffic impact study, certified by a professional engineer if the project is anticipated to generate over 250 ADT.
- e. A wildlife and natural resource study, including effect on existing wildlife habitat and migration routes; water run-off, how natural viewsheds are to be maintained.

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

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

(Ord. 1974, 9/5/07; Ord. No. 3003, § 1, 4/6/21; Ord. No. 3021, § 1, 11/16/21)

Exhibit 11.1: Recommended Future Land Use Map





FEMA FLOODPLAIN MAP

File Attachments for Item:

C. RESOLUTION NO. 5157: A RESOLUTION OF THE CITY OF LIVNGSTON, MONTANA, ANNEXING THE PARCEL AT 38 LOVES LANE.



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: March 18, 2025
TO: Chair Schwarz and City Commissioners
FROM: Grant Gager, City Manager
RE: Staff Report for Resolution 5157

Recommendation and Summary

Staff recommends the Commission approve Resolution 5157 by adopting the following motion:

"I move to approve Resolution 5157 and authorize the Chair to sign."

The reasons for the recommendation are as follows:

- Montana Code Annotated establishes certain requirements for the annexation of land.
- The City has received a request from a property owner to be annexed into the City.

Introduction and History

Montana Code Annotated (MCA) has established procedures for the annexation of land in certain circumstances. Section 46 of Chapter 2 of Title 7 establishes the procedure for annexation of land by petition of owners. When a majority ownership interest requests annexation by petition, MCA 7-2-4601(3)(b) provides that "The governing body may approve or disapprove a petition submitted [...] on its merits. When the governing body approves the petition, it shall pass a resolution providing for the annexation."

The City's current Annexation Policy, provided as Attachment C, encourages annexation into the City before provision of utility services.

Analysis

The City of Livingston has received a petition for annexation from the owners of the parcel at 38 Loves Lane. The owners have requested annexation to enable the development of a new office and storage facility for the United States Department of Agriculture, the renters of the to-be-completed facility.

Fiscal Impact



The City will receive additional property tax revenue from the annexation. The additional revenue is expected to have a minimal revenue impact to the General Fund adding less than 1%.

Strategic Alignment

The annexation of lands is required before the provision of utility service pursuant to the City's current Annexation Policy.

Attachments

- Attachment A: Resolution 5157
- Attachment B: Petition of Annexation
- Attachment C: City of Livingston Annexation Policy

RESOLUTION NO. 5157

**A RESOLUTION OF THE CITY OF LIVNGSTON, MONTANA, ANNEXING THE
PARCEL AT 38 LOVES LANE.**

WHEREAS, Montana Code Annotated establishes procedures for the annexation of land pursuant to a petition by the owner in MCA 7-2-4601; and

WHEREAS, The City of Livingston has received a petition signed by more than 50% of the owners of the certain real property; and

WHEREAS, the City desires to annex such lands in accordance with its adopted Annexation Policy;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Livingston, Montana, that the land described in the attached Exhibit A is hereby annexed into and made a part of the City of Livingston, Montana.

PASSED AND ADOPTED by the City Commission of the City of Livingston, Montana, this 18TH day of March 2025.

QUENTIN SCHWARZ – Chair

ATTEST:

APPROVED AS TO FORM:

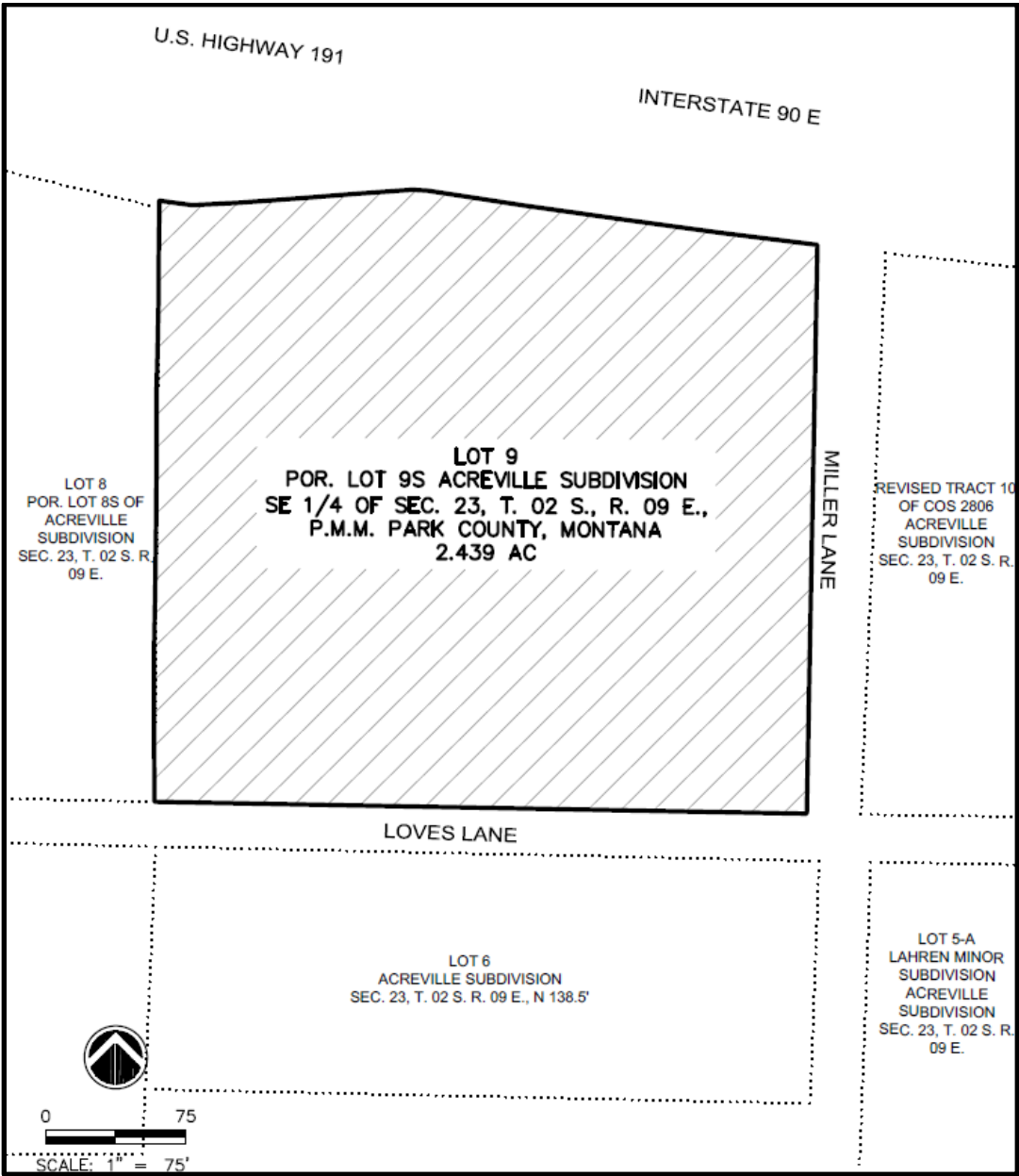
EMILY HUTCHINSON
City Clerk

JON HESSE
City Attorney

EXHIBIT A

Legal Description of Annexed Land

**LOT 9 POR. LOT 9S OF ACREVILLE SUBDIVISION SE ¼ OF SEC. 23, T. 02 S., R. 09 E.,
P.M.M. PARK COUNTY, MONTANA**





MEMO

To: City of Livingston Development
Review Committee
From: IMEG Consultants Corp
Subject: Annexation Narrative

IMEG #: 24007215.00
Project: Laterre Partners – USDA
Development
Date: January 29, 2025

RE: Request for Annexation of Lot 9, POR. LOT 9S Acreville Subdivision S 23, T 02 S, R 09 E, P.M.M.
PARK COUNTY, MONTANA

The proposed development, commonly known as the Livingston USDA Site, is located at 38 Loves Lane, Livingston, MT 59047. The site is under contract with Laterre Partners, whose address is 400 Poydras Street, Suite 1568, New Orleans, LA 70130. The project aims to develop an office building, parking area, and wareyard to accommodate approximately 60 employees. A conceptual site plan is included in Appendix A.

We are requesting the annexation of Lot 9 into the City of Livingston due to its location within the City Services Growth Area and its alignment with the City of Livingston's Annexation Plan. This memo outlines the guidelines and criteria met by the proposed improvements as specified in the City of Livingston Annexation Policy.

1. Lot 9 of the Acreville Subdivision is within the City Services Growth Area, as shown in Appendix B. Annexation of property within this boundary aligns with the criteria set forth in the policy including implementation of planning goals and avoiding an inefficient development pattern
2. The City Engineering office has reviewed the Laterre Partners Impact Report detailing the utility requirements for the proposed development. The report provided and the capacity approval from the City of Livingston are provided in Appendix C.
3. The annexation is immediately adjacent to existing City water and sewer and the City limits. This proximity allows for economic and logistically uncomplicated utility extension.

This annexation aligns with the City's long-term planning objectives and ensures efficient use of municipal services.

PETITION TO ANNEX AND NOTICE OF WITHDRAWAL FROM RURAL FIRE DISTRICT

The undersigned hereinafter referred to as Petitioner respectfully petition the City Commission of the City of Livingston for annexation of a portion of the real property located at 38 Loves Lane, Livingston, Montana 59047, including the tract of record described as follows (referred to herein as "Property"):

[See attached Exhibit A]


The Petitioner requesting City of Livingston annexation of the Property described herein hereby mutually agree with the City of Livingston that immediately upon annexation of the land by the City of Livingston municipal water services will be provided to the Property described herein on substantially the same basis and in the same manner as such water services are provided or made available to other properties within the rest of the municipality. The Petitioner hereby states that there is no need to prepare a Municipal Annexation Service Plan for this annexation pursuant to Section 7-2-4610, M.C.A. since the parties agree as to the provision of municipal services to the property requested to be annexed.

The Petitioner further herein express an intent to have the Property as herein described withdrawn from the Park County RuralFire District under the provisions of Section 7-33-2127, M.C.A.; and that incorporated into this Petition to Annex is the Notice requirement pursuant to said Section; and that upon proper adoption of an ordinance or resolution of annexation by the City Commission of the City of Livingston, the Property shall be detracted from said district.

In the event the Property is not immediately annexed, the Petitioner further agrees that this covenant shall run to, with, and be binding upon the title of the said real property, and shall be binding upon our heirs, assigns, successors in interest, purchasers, and any and all subsequent holder or owners of the above-described Property.

This City hereby agrees to allow the Petitioner to connect and receive the utilities from the City of Livingston as provided herein.

LATERRE PARTNERS

 2/11/25
 Petitioner/ Owner Date

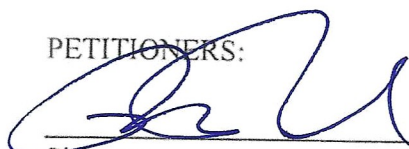
PETITION FOR ANNEXATION

Pursuant to 7-2-4601 *et seq.* Montana Code Annotated, we, the undersigned, being the owners of all of the property described on Exhibit A which is attached hereto and incorporated by this reference as though fully set forth herein, hereby petition the City of Livingston, Montana, to annex the property described by Exhibit A into the City of Livingston, Montana.

By executing this petition, we consent to said annexation and agree to cooperate fully with the officers and employees of the City of Livingston, Montana, to accomplish the annexation of the land described by Exhibit A.

Dated this 11th day of FEBRUARY, 2025.

PETITIONERS:


Signature

Robert Picciola
Printed name

P.O. Box 149, Thibodaux, LA 70302
Address

Signature

Printed name

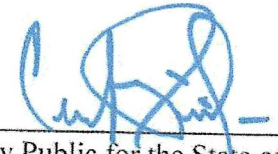
Address

Louisiana
STATE OF ~~MONTANA~~)

: ss

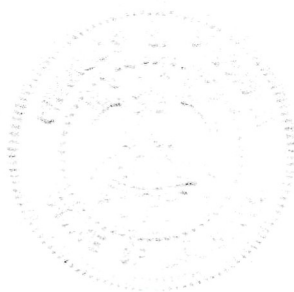
County of Park)

SIGNED AND SWORN before me on this 11th day of February,
2025, by Robert Picciola.



Notary Public for the State of Montana
LOUISIANA

SEAL



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PETITION TO ANNEX AND NOTICE OF WITHDRAWAL FROM RURAL FIRE DISTRICT

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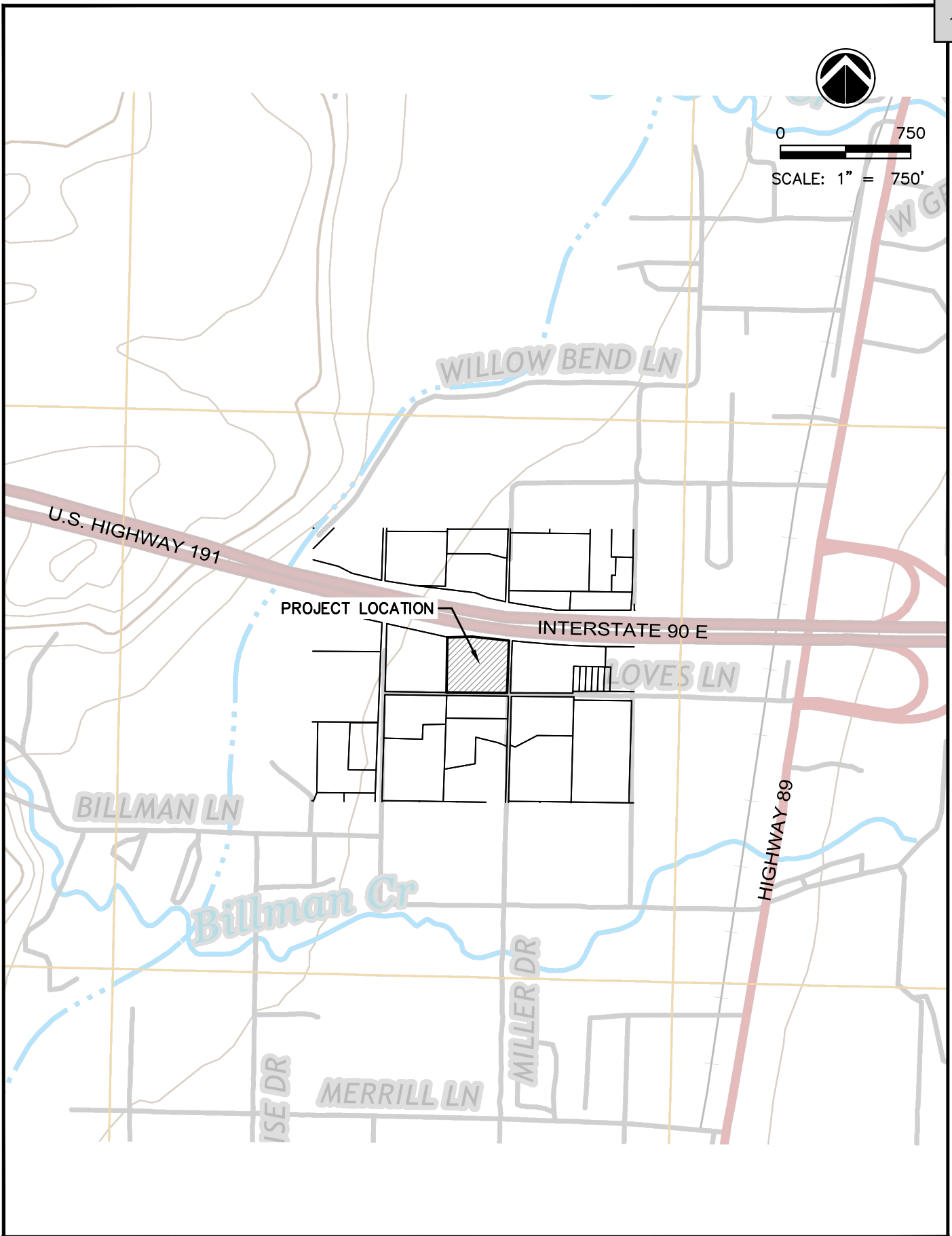
This City hereby agrees to allow the Petitioner to connect and receive the utilities from the City of Livingston as provided herein.

LATERRE PARTNERS

 2/11/25
 Petitioner/ Owner Date

EXHIBIT A

LOT 9 POR. LOT 9S OF ACREVILLE SUBDIVISION SE ¼ OF SEC. 23, T. 02 S., R. 09 E.,
P.M.M. PARK COUNTY, MONTANA



1143 STONERIDGE DR
SUITE 1
BOZEMAN, MT 59718

PH: 406.582.9901
www.imegcorp.com

LIVINGSTON USDA SITE
LOT 9, POR. LOT 9S ACREVILLE SUBDIVISION SE $\frac{1}{4}$ OF SEC.
23, T. 02 S., R. 09 E., P.M.M. PARK COUNTY, MONTANA
38 LOVES LANE, LIVINGSTON, MT

VICINITY MAP

EXHIBIT

B

U.S. HIGHWAY 191

INTERSTATE 90 E

LOT 8
POR. LOT 8S OF
ACREVILLE
SUBDIVISION
SEC. 23, T. 02 S. R.
09 E.

LOT 9
POR. LOT 9S ACREVILLE SUBDIVISION
SE 1/4 OF SEC. 23, T. 02 S., R. 09 E.,
P.M.M. PARK COUNTY, MONTANA
2.439 AC

MILLER LANE

REVISED TRACT 10
OF COS 2806
ACREVILLE
SUBDIVISION
SEC. 23, T. 02 S. R.
09 E.

LOVES LANE

LOT 6
ACREVILLE SUBDIVISION
SEC. 23, T. 02 S. R. 09 E., N 138.5'

LOT 5-A
LAHREN MINOR
SUBDIVISION
ACREVILLE
SUBDIVISION
SEC. 23, T. 02 S. R.
09 E.



0 75

SCALE: 1" = 75'

MAPPING NOTES:

LOCATION OF PROPERTY LINES AND EASEMENTS SHOWN HEREON ARE FOR MAPPING PURPOSES ONLY AND ARE APPROXIMATE IN NATURE; THEREFORE, THIS MAP IN NO WAY REPRESENTS A LEGAL BOUNDARY SURVEY.



1143 STONERIDGE DR
SUITE 1
BOZEMAN, MT 59718

PH: 406.582.9901
www.imegcorp.com

LIVINGSTON USDA SITE

LOT 9, POR. LOT 9S ACREVILLE SUBDIVISION SE 1/4 OF SEC.
23, T. 02 S., R. 09 E., P.M.M. PARK COUNTY, MONTANA
38 LOVES LANE, LIVINGSTON, MT

VICINITY MAP

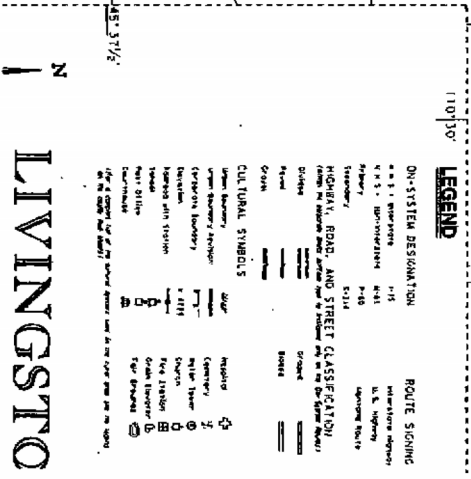
EXHIBIT

C

APPENDIX A



APPENDIX B



APPENDIX C



LATERRE PARTNERS

USDA Site Development Utility Impact Report

IMEG #24007215.00

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APPENDIX A 7



Utility Impact Report
for
USDA Site Development
Livingston, MT

IMEG #24007215.00
December 17, 2024

Introduction

The Livingston USDA project involves the development of an office building, parking area, and wareyard on a 2.439-acre parcel located NE of the intersection of Loves Lane and Miller Lane in Park County, MT. The subject property currently is outside of City of Livingston limits and is undergoing annexation as part of this development. The project necessitates the installation of water and sanitary sewer mains to service the subject property and will connect to the municipal system operated by the City of Livingston. The intent of this report is to communicate the new and additional demand on City services and to provide a preliminary estimate of the general configuration of new mains and appurtenances to obtain City of Livingston annexation.

Sanitary Sewer System

This development proposes to extend the existing sewer system to the project site. The existing sewer consists of an 8-inch PVC gravity main currently stubbed in the intersection of Loves Lane and Miller Drive adjacent to the property's southwest corner. It is proposed to install 400-LF of 8-inch PVC gravity main from the existing manhole to a proposed manhole.

The flow rates used herein are according to the City of Livingston Public Works Design Standards and Specification Policy, August 2022 and Montana DEQ Circulars #2 and #4. The peaking factor for the design area is determined by calculating the equivalent population and plugging it into the Harmon Formula. An 8-inch main is the minimum diameter allowed within the City of Livingston. All new sewer lines shall be sized to flow at no more than 75% of capacity for peak hour conditions.

Sanitary Sewer Design Flow

Using Table V-1 Wastewater Flow Rate for Zoned Undeveloped Areas in the City of Livingston's DSSPs, the value 1,000 Gal./Acre/Day was selected for Light Industrial zoning designation and the development's average daily wastewater generation is calculated.

$$2.439 \text{ Acres} \cdot 1,000 \frac{\text{Gal}}{\text{Acre} \cdot \text{Day}} = 2,439 \text{ GPD}$$

The daily wastewater generation for an Industrial Building was also calculated using Table 3.1-1 in Montana DEQ Circular 4. This calculation incorporates the total number of people employed, 60, and typical flow rate for this type of business, rather than land area as captured above.

$$60 \text{ Employees} \cdot 13 \frac{\text{GPD}}{\text{Employee}} = 780 \text{ GPD}$$

The City of Livingston's wastewater generation method, using land area, results in higher demand on the wastewater system, therefore, will be used to assess the adequacy of the existing sanitary sewer main.

Design Flow

The peak hourly flow rate is calculated by multiplying the City's design generation rate, determined above, by the peaking factor, calculated by the Harmon Formula. Given that this development is non-residential, an equivalent population was determined by the total number of employees estimated to use the proposed office building, 60.

Harmon Formula

$$\text{Peaking Factor} = \frac{(18 + P^{0.5})}{(4 + P^{0.5})}$$

Where: P = Population in Thousands

$$\text{Peaking Factor} = \frac{(18 + 0.06^{0.5})}{(4 + 0.06^{0.5})}$$

$$\text{Peaking Factor} = 4.30$$

Peak Flow:

$$Q = 2,439 \text{ GPD} \cdot 4.30 = 10,487.70 \text{ GPD}$$

$$10,487.70 \text{ GPD} \cdot \frac{1 \text{ Day}}{86,400 \text{ Sec}} \cdot \frac{1 \text{ ft}^3}{7.48052 \text{ Gal}} = 0.0162 \text{ CFS}$$

$$Q_{\text{peak}} = 0.0162 \text{ CFS}$$

Sanitary Sewer Hydraulic Analysis

The capacity of an 8-inch main is found using Manning's Equation:

$$Q = \frac{1.486}{n} AR^{\frac{2}{3}} S^{\frac{1}{2}}$$



For an 8-inch PVC sewer main:

$$\text{Manning's } n = 0.013 \text{ for PVC}$$

$$S = \text{Min Slope} = 0.004 \frac{ft}{ft}$$

$$A = \text{Area} = \frac{\pi d^2}{4} = 0.34907 \text{ ft}^2$$

$$P = \text{Perimeter} = 2\pi r = 2\pi \left(\frac{4}{12}\right) = 2.0944 \text{ ft}$$

$$R = \text{Hydraulic Radius} = \frac{A}{P} = \frac{0.34907}{2.0944} = 0.16667 \text{ ft}$$

$$R^{\frac{2}{3}} = 0.30285 \text{ ft}$$

$$S = 0.004 \frac{ft}{ft}$$

$$S^{\frac{1}{2}} = 0.0632 \frac{ft}{ft}$$

$$Q_{full} = \frac{1.486}{0.013} \cdot 0.34907 \cdot 0.30285 \cdot 0.0632 = 0.7643 \text{ CFS}$$

$$Q_{0.75} = 0.75 \cdot 0.7643 \text{ CFS} = 0.5732$$

$$\frac{Q_{peak}}{Q_{full}} = 2.12\%$$

Based on the inputs and calculations above, the design flow will inundate 2.83% of an 8-inch sewer main. This size is adequate to carry the generated wastewater flows for the proposed development and the adjacent properties.

Water Distribution System

Water Use Data

Domestic, irrigation, and lot irrigation water will be provided by the City of Livingston Municipal System. It is proposed to service this site by extending the existing 8-inch **C900 PVC** pipe water main as part of this development. It is proposed to install the new water main from the current terminated in Loves Lane, southeast of the project location, west of hydrant 14, to the western boundary of the subject property. The new water main will terminate with a proposed hydrant. This section will assess the development's domestic, irrigation, and fire flow water demand on the distribution system.



Water Distribution Sizing

Estimated domestic water use for the site is based on planned use and density and other design parameters according to the City of Livingston Design Standards and Specifications Policy (DSSP). The proposed development is intended to be zoned limited industrial. It is assumed that the domestic water use is equal to the wastewater generation at 2,439 GPD. A fire flow rate of 1500 GPM is based on a 22,609 SF building with a Type IA and IB System pursuant to the International Fire Code (IFC).

Average Daily Residential Usage = 100 gallons per capita per day

Minimum Fire Hydrant Flow = 1,500 gallons per minute

Residual Pressure Required = 20 psi for Fire Flow

Average Day Demand (Peaking Factor = 1.00)

Maximum Day Demand (Peaking Factor = 4.30)

Peak Hour Demand (Peaking Factor = 5.28)

Based on Volume Standards in ARM 36.12.115 for lawn, garden, and shrubbery, the irrigation rate can be assessed at 2.50 acre-feet per acre per year. The proposed landscaping covers 6150 ft², or 0.14 acres. The total demand for irrigation is 312.46 GPD.

$$\begin{aligned}
 \text{Irrigation Demand} &= 2.50 \frac{\text{Acre} - \text{Feet}}{\text{Acre} \cdot \text{Year}} \cdot 0.14 \text{ Acres} = 0.35 \frac{\text{Acre} - \text{Feet}}{\text{Year}} \\
 &= 0.35 \frac{\text{Acre} - \text{Feet}}{\text{Year}} \cdot \frac{325851 \text{ Gal}}{\text{Acre} - \text{Feet}} \cdot \frac{1 \text{ Year}}{365 \text{ Day}} \\
 &= 312.46 \text{ GPD} * \frac{1 \text{ Day}}{24 \text{ Hr}} * \frac{1 \text{ Hr}}{60 \text{ Min}} = 0.22 \text{ GPM}
 \end{aligned}$$

Water Demand

$$\begin{aligned}
 \text{Average Daily Demand} &= 1,000 \frac{\text{Gal}}{\text{Acre} \cdot \text{Day}} \cdot 2.439 \text{ Acres} = 2,439 \text{ GPD} \\
 2,439 \text{ GPD} * \frac{1 \text{ Day}}{24 \text{ Hr}} * \frac{1 \text{ Hr}}{60 \text{ Min}} &= 1.69 \text{ GPM}
 \end{aligned}$$



Maximum Daily Demand = (1.69 GPM + 0.22 GPM) * 2.36 = 4.51 GPM

Peak Hourly Demand = (1.69 GPM + 0.22 GPM) · 5.28 = 10.08 GPM

Total Water Demand = 4.51 GPM + 1,500 GPM = 1504.51 GPM

The City of Livingston requires that the system design account for both the maximum hourly demand and the necessary fire flow. The maximum hourly demand is calculated by adding the average daily office flow to the average daily irrigation flow, then multiplying the sum by the maximum-hour peaking factor of 5.28. As a result, the system must be designed to meet a demand of 1504.51 GPM

IMEG has prior experience designing City services in the area, including the development of property to the southeast. Additionally, IMEG has a WaterCAD model for the water main along Loves Lane. Hydrant-135 provides a total available flow of 2,228.67 GPM with a residual pressure of 69 psi. The WaterCAD data for this hydrant is provided in Appendix A. Based on this model, we believe that Hydrant-135 will provide sufficient flow to meet the stated demand.

Demand Summary Tables

Table 1. Sanitary Sewer Demand

Average Day Demand		Harmon Formula Peaking Factor	Peak Flow Rate	
GPD	CFS		GPD	CFS
2439.00	0.0038	4.3	10470.33	0.0162

Full Pipe Flow Rate		75% Pipe Flow Rate		Q _{peak} /Q _{full}
GPD	CFS	GPD	CFS	
493980	0.7643	370468.8631	0.5732	2.12%

Table 2. Water Demand

Average Day Office Demand	Average Day Irrigation Demand	Average Daily Demand	Maximum Daily Demand	Peak Hourly Demand	Fire flow	Design Flow	
1.69	0.22	1.91	4.51	10.10	1500	1504.51	GPM
0.0038	0.0005	0.0043	0.0183	0.0225	3.3420		CFS



Table 3. WaterCAD Hydrant Data

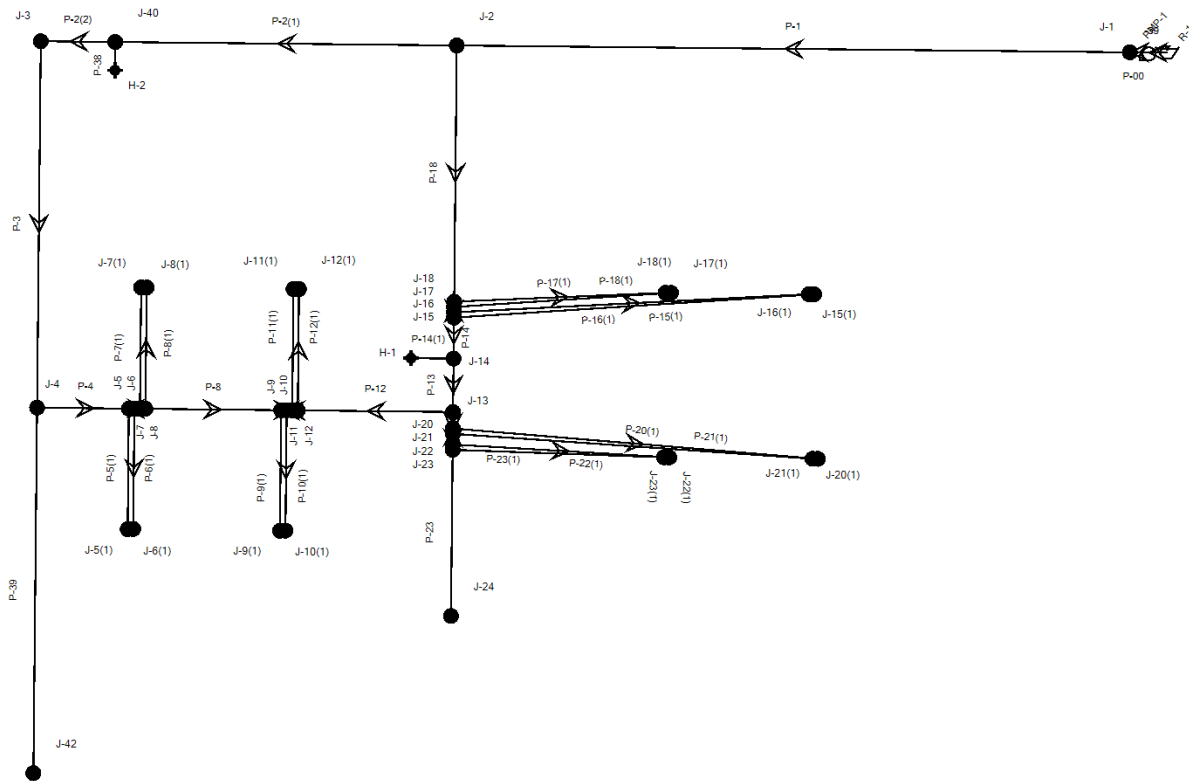
ID	Label	Pressure (psi)	Flow (Total Available) (gpm)
135	H-2	69	2,228.67



APPENDIX A



Scenario: Base



143

Pump Definition Detailed Report: Ex Hyd-141

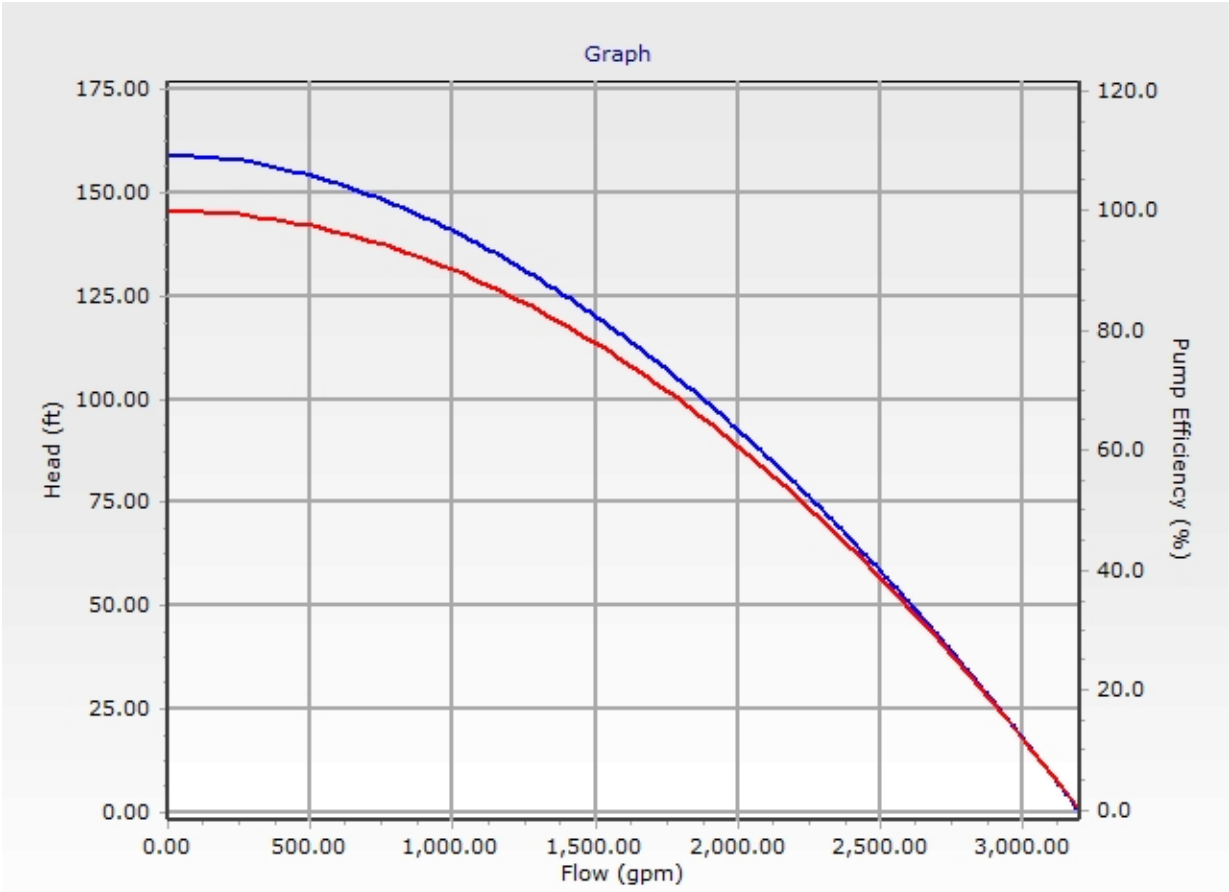
Element Details		
ID	126	Notes
Label	Ex Hyd-141	

Pump Curve

Flow (gpm)	Head (ft)
0.00	159.23
687.77	150.00
1,065.67	138.46
1,352.82	126.92
1,595.36	115.38
1,809.86	103.85
2,004.59	92.31
2,184.39	80.77
2,352.37	69.23
2,510.71	57.69
2,660.95	46.15
2,804.30	34.62
2,941.65	23.08
3,073.75	11.54
3,201.18	0.00

Pump Efficiency Type			
Pump Efficiency Type	Best Efficiency Point	Motor Efficiency	100.0 %
BEP Efficiency	100.0 %	Is Variable Speed Drive?	False
BEP Flow	0.00 gpm		
Transient (Physical)			
Inertia (Pump and Motor)	0.000 lb·ft²	Specific Speed	SI=25, US=1280
Speed (Full)	0 rpm	Reverse Spin Allowed?	True

Pump Definition Detailed Report: Ex Hyd-141



Fire Flow Node FlexTable: Fire Flow Results Table

Label	Satisfies Fire Flow Constraints?	Flow (Total Needed) (gpm)	Flow (Total Available) (gpm)	Pressure (Residual Lower Limit) (psi)	Pressure (Calculated Residual @ Total Flow Needed) (psi)
H-1	True	1,500.00	2,209.93	20	45
H-2	True	1,500.00	2,228.67	20	45

Please let us know if you have questions, and what next steps we should anticipate?

Thanks and Hapy Holidays!

Erik Garberg, P.E.
IMEG | Senior Civil Engineer 3



1143 Stoneridge Drive | Suite 1 | Bozeman, MT 59718

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AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

This email may contain confidential and/or private information. If you received this email in error please delete and notify sender.

Erik D. Garberg

From: Shannon Holmes <sholmes@livingstonmontana.org>
Sent: Friday, January 17, 2025 11:06 AM
To: Erik D. Garberg; Jennifer Severson; Adam Ballew; Matt McGee
Cc: Paloma Burger; charles@laterrepartners.com; Josh Chabalowski
Subject: RE: 24007215.00 - Love Lane Property - Annexation/Utility Demand
Attachments: Max Day Map.pdf; USDA SSA Summary.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

External Email: Treat links and attachments with caution.

Erik,

Good morning,

We have inserted this project into the water and sewer models and the associated information is attached. In summary, the systems have capacity for this project.

For the water system, the demand from the Laterre Partners Impact Report was inserted and the system has a max day static pressure of approximately 65 psi and 2,041 gpm available fire flow at the end of the proposed extension. This information can be confirmed with a field fire flow exercise at junction 1080 too.

Please let me know if you have any questions.

Have a great day!



SHANNON HOLMES
 Public Works Department
 Director

📞 406-222-5667

✉ sholmes@livingstonmontana.org

📍 330 Bennett St. Livingston, MT

🌐 www.livingstonmontana.org

📘 www.facebook.com/ColPublicWorks

From: Erik D. Garberg <Erik.D.Garberg@imegcorp.com>
Sent: Monday, January 13, 2025 3:48 PM
To: Shannon Holmes <sholmes@livingstonmontana.org>; Jennifer Severson <jseverson@livingstonmontana.org>
Cc: Paloma Burger <Paloma.R.Burger@imegcorp.com>; charles@laterrepartners.com
Subject: RE: 24007215.00 - Love Lane Property - Annexation/Utility Demand

Shannon,

I hope you had a great holiday break. Has your team had a chance to review these yet?

Thanks!

Erik Garberg, P.E.
IMEG | Senior Civil Engineer 3



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AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

This email may contain confidential and/or private information. If you received this email in error please delete and notify sender.

From: Shannon Holmes <sholmes@livingstonmontana.org>
Sent: Wednesday, December 18, 2024 11:18 AM
To: Erik D. Garberg <Erik.D.Garberg@imegcorp.com>; Jennifer Severson <jseverson@livingstonmontana.org>
Cc: Paloma Burger <Paloma.R.Burger@imegcorp.com>; charles@laterrepartners.com
Subject: RE: 24007215.00 - Love Lane Property - Annexation/Utility Demand

External Email: Treat links and attachments with caution.

Thanks Eric. We will run these in our model and be in touch. It may be early January given the Holidays next week.

Best,



SHANNON HOLMES
*Public Works Department
Director*

 406-222-5667

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 www.facebook.com/ColPublicWorks

From: Erik D. Garberg <Erik.D.Garberg@imegcorp.com>
Sent: Wednesday, December 18, 2024 10:50 AM
To: Shannon Holmes <sholmes@livingstonmontana.org>; Jennifer Severson <jseverson@livingstonmontana.org>
Cc: Paloma Burger <Paloma.R.Burger@imegcorp.com>; charles@laterrepartners.com
Subject: 24007215.00 - Love Lane Property - Annexation/Utility Demand

Shannon,

Apologies for the delay in getting this to you. Attached is a memo detailing our anticipated demand, as well as providing the results of our WaterCAD model from previous work on Love Lane.

ANNEXATION PLAN
CITY OF LIVINGSTON, MONTANA

Adopted February, 1997
Revised September, 2006

Introduction

This plan is intended to guide the City and County governments in all decisions concerning the extension of Livingston's municipal boundaries. In doing so, it will delineate a set of annexation criteria and identify areas where the Governing Bodies would like to direct future growth.

The Plan

In the past, Livingston's lack of an annexation policy has precluded any long-range planning "vision" of the development pattern that we would like to create. By basing annexation decisions on the criteria listed in this plan, the City of Livingston can take a more forward looking and structured approach to maintaining a livable and functional land use pattern for the benefit of all of its citizens.

The basic premise of this plan is that the City and County should, by being selective in their annexation decisions, direct growth to areas that have been identified as being economically and logistically easier to provide with sewer, water, solid waste, police and fire protection and other public services. The reasons for doing this are many. First, close proximity to public services means that those services can be provided more cheaply. Secondly, the City and County will be able to promote "in-fill" and avoid "sprawl" and "strip" commercial development while at the same time conserve open space and slow the rate of land consumption. Lastly, by following such a plan, the City and County can create a sense of knowledge, both for government and any prospective developers, about the future location of growth and public facilities.

Annexation Criteria

The attached map, Figure 1., will be reexamined at least every five (5) years and upon such examination may be updated or altered to reflect any change in land use needs. As a result of recent annexations and infrastructure development, new tracts of land located outside of the City should be taken into consideration for future annexations as shown by the maps attached hereto as Exhibit A.

ANNEXATION GUIDELINES

Based upon the attached map (Figure 1.) and the combined Ordinances of the City, the following guidelines will be used in making determinations as to annexation requests and sewer and water extensions:

1. Generally, to be considered for annexation, the property in question must fall within the City Services Growth Area as shown on Figure 1. or be in an area that is identified as already receiving City Services.
2. The use of City utilities beyond City boundaries often times necessitates annexation to

occur in a hap-hazard manner. For this reason extension of City sewer and water utilities beyond the established Growth Area boundaries will not be allowed. This will help to preserve the more rural and less dense development pattern at the edges of the City while encouraging more dense development to occur in the established urban areas.

3. Where utility extensions are proposed to property which is contiguous to the City Limits annexation will occur prior to any utility work or land development.

4. Impacts on transportation systems, solid waste collection and emergency services will be considered in requests for annexations. The City may require, at the expense of the person(s) requesting annexation, that a community impact report be prepared which may include, among other things, technical studies related to the above mentioned services.

5. Priority will given to those annexation requests which will 'fill-in' the City boundary by bringing into the City properties which separate previously annexed parcels from the remainder of the City.

6. Utility extensions into areas that can not be immediately annexed because they are not contiguous to the City limits will only be allowed if, in the judgment of the governing body, such extension will be an overall benefit to the community by providing needed utility service to the intervening property or by furthering the Growth Policy by directing growth to a desirable location.

7. Any application for the extension of City utilities beyond municipal boundaries must be accompanied by a Waiver of Annexation Protest. A Waiver of SID Protest must accompany utility extension requests both inside and outside of the City Limits when the area to be served does not have in place any of the following improvements:

- Streets built to City standards
- Sidewalks
- Curbs and gutters
- Storm Sewer
- Street Lights

Timing of installation of infrastructure may be altered in the case of new subdivisions. These improvements will be a condition of final plat approval.

This Policy will not serve in any way to require the City of Livingston to disallow any annexation request which is deemed by the governing body to be in the best interest of the City. However, the City may disallow any annexation request which is determined not to comply with this Policy.

ADMINISTRATIVE PROCEDURE

The following procedure will apply when processing annexation requests:

1. All annexation requests, whether from a property owner or originating from the City, will be reviewed by the Development Review Committee (DRC). If the DRC recommends approval, the following list of materials will be forwarded to the City Manager:

The common name of the property with the address of the owner.

A map of the property to be used as a Resolution Exhibit.

If already signed, a copy of the annexation waiver and withdrawal from rural fire district. (If not already signed, a blank withdrawal from rural fire district to be sent to property owner for signature)

A brief description of the reason for the annexation (i.e. property is served by City water, property is surrounded by City, etc.)

2. Resolution of Intent to Annex approved by City Commission.
3. Recording Secretary publishes Notice of Intent to annex in legal section of the Livingston Enterprise as provided by law.
4. Recording Secretary sends Resolution of Intent to Annex to all property owners involved (include Exhibit).
5. Resolution Annexing the property is considered by the City Commission.
6. Upon approval of annexation, Recording Secretary sends copies of the Resolution annexing the property and exhibits to the County Assessor, City Fire Chief, City Police Chief, Director of Public Works and City Planner. The same package plus the signed withdrawal from Rural Fire District go to the Clerk and Recorder and Park County Rural Fire Dept.
7. Recording Secretary sends Welcome to the City of Livingston form letter along with resolution and map to newly annexed property owners.

File Attachments for Item:

**D. APPEAL OF HISTORIC PRESERVATION COMMISSION DECISION REGARDING A DEMOLITION
PERMIT APPLICATION FOR 218 S. 2ND STREET**



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: March 18, 2025
TO: Chair Schwarz and City Commissioners
FROM: Grant Gager, City Manager
RE: Staff Report for Appeal of Historic Preservation Commission Decision Regarding an Application for a Demolition Permit

Recommendation and Summary

Staff is recommending the Commission approve the appeal of the Historic Preservation Commission decision to approve a demolition permit with a condition. The Commission may do so by adopting the following motion:

"I move to approve the appeal of the Historic Preservation Commission's decision regarding a demolition permit application for 218 S. 2nd Street and approve the permit application as submitted."

The reasons for the recommendation are as follows:

- The Livingston Municipal Code has established the authority of the Historic Preservation Commission to review certain permits within the Historic District.
- An applicant has appealed a decision related to a demolition permit and the approved condition appears to be inconsistent with a requirement of the Livingston Municipal Code.

Introduction and History

Section 31.06 of the Livingston Municipal Code provides the procedure for project review and establishes that "Within the Downtown Historic District, all projects affecting the exterior appearance of a building or structure, including work not requiring a building permit, shall require review by the HPC and must obtain an Historic District Review Certificate prior to any required building permits being issued and before the work is started." In reviewing an application, the following criteria are to be considered pursuant to LMC 31.06.C.:

1. Exterior architectural features, including all signs;
2. General design, scale and arrangement;
3. Texture, material and color scheme;



4. The relationship of subsections (C)(l), (2) and (3) of this section, to other structures and features of the district;
5. The purposes for which the district was created;
6. The extent to which the denial of the permit would constitute a deprivation to the owner of a reasonable use of his property;
7. The relationship of the site and siting of any new or reconstructed structure to the landscape of the district.

Section 31.06.C. also provides that “All approvals or denials by the HPC shall include a statement of the reasons for such approval or denial, and the conditions to be met, where applicable, whereby the applicant could make his application acceptable to the HPC.”

Section 31.06.D. of the LMC provides that “Any decision of the HPC may be appealed by any aggrieved party to the Livingston City Commission.” And Section 31.06.E. provides the procedure for appeal and establishes a thirty (30) day period for submitting an appeal to the City.

At its meeting on November 12, 2024, the HPC was presented and rejected an application for demolition of a structure within the Historic Preservation District at 218 S. 2nd Street. At its meeting on February 11, 2025, the HPC was presented an application for partial demolition of the same structure. However, the applicant noted in the application that “the existing brick façade will be planned to be preserved and incorporated into the new building’s east elevation.” The HPC voted to “Approve the demolition as proposed with the condition that the existing façade be saved and incorporated into the design of a new building and if the façade cannot be saved the applicant must return to the HPC to justify demolition of the façade.”

The applicant submitted a request to appeal the condition imposed by the Historic Preservation Commission within the time period established by the Livingston Municipal Code. The applicant has indicated that the nature of the condition hinders the project’s ability to proceed in a timely manner and represents a possible deprivation to the owner of a reasonable use of his property. Pursuant to LMC 2-15, the appeal of an administrative decision requires an affirmative vote of a majority of the entire Commission in order to be approved or rejected.

Analysis

The HPC unanimously voted to “Approve the demolition as proposed with the condition that the existing façade be saved and incorporated into the design of a new building and if the façade cannot be saved the applicant must return to the HPC to justify demolition of the façade.”

As stated, the condition does not allow the applicant to proceed with the project if the wall is found to be unsuitable to preserve without first returning to the HPC to justify the façade’s demolition.



The condition imposed upon the applicant does not provide clear criteria to retain or demolish the wall but, rather, requires additional determination by the HPC. This condition appears to fail the requirement of the LMC which allows conditions “whereby the applicant could make his application acceptable to the HPC” because the HPC has not provided clarity regarding how the application would be acceptable if the wall is incapable of being preserved. The HPC has not provided an approval with conditions which allows the project to move forward with certain requirements but instead has provided a conditional approval wherein the requested action may require subsequent reconsideration by the HPC.

Fiscal Impact

There is no fiscal impact arising from this appeal.

Strategic Alignment

There are goals, objectives and strategies in the Growth Policy related to both historic preservation and redevelopment:

- Objective 2.1.2: Develop and enforce policies and procedures to preserve Livingston’s historic quality.
- Strategy 3.1.1.3. Work within the Urban Renewal District to encourage redevelopment of underutilized properties.
- Strategy 3.1.1.4. Promote any growth that maintains the compact, historic development patterns found in the historic city center.
- Goal 3.3: Conserve environmentally significant areas, as well as areas, sites, structures, or objects with historical, architectural, or cultural significance.

Attachments

- Attachment A: Application to Historic Preservation Commission
- Attachment B: Livingston Municipal Code Section [31.06](#)

Residential ☐ Commercial ☐ Sign ☐ Well ☐ Demolition ☒

Completion due date: _____

Feb 5, 2025

Jennifer Severson
Planning Director
City of Livingston
220 East Park Street
Livingston, Montana 59047

Subject: Summary of Items for Demolition Permit Resubmittal – Industrial Towel Building, 218 S 2nd Street

Dear Jennifer,

This letter serves as a summary of the items required for the resubmittal of the demolition permit application for the Industrial Towel Building, located at 218 S 2nd Street. Please find enclosed the following documents:

1. Demolition Permit Application and Traffic Plan
2. Architectural Massing Renderings 2nd Street Elevation

Although rendering is not required at this stage for the demolition permit process, we have included the 2nd street elevation for the benefit of the HPC board members, to articulate the existing brick façade into the new building. PLEASE NOTE: We have not finalized Building Façade materials yet; this rendering is for a massing study only.

Additionally, the following consultants will be in attendance for the project review to address specific questions from the HPC and/or community members:

- 45 Architecture – Design Architect
- DCI Engineers – Structural Engineer
- Allied Engineering – Geotechnical Engineer

Pending a favorable historical review and an approved demolition permit application, we plan to begin the schematic design/entitlement phase on March 3, 2025. Our goal is to move forward with a development that maximizes the potential of the site, including a combination of market-rate and affordable housing, associated parking, and a small neighborhood restaurant.

Addressing the condition of the Existing Building and brick Facade

Per your request, this letter also aims to address the historical nature and condition of the existing building, and to explain our reasoning for planning the eventual demolition while preserving the brick façade along 2nd Street and the wall along the northern property line that abuts the existing historical building. We have carefully considered feedback from the HPC and the community and developed a design strategy that thoughtfully integrates both existing and future elements to ensure the success of the project.

Project Overview

This document summarizes the observations of the Developer, 45 Architecture & Interiors, DCI Structural Engineers, and Allied Engineers regarding the compatibility of the existing Industrial Towel & Cover Building (IT&C) with the proposed multifamily housing development. The goal of the project is to create affordable and market-rate apartment units above parking, along with a new neighborhood restaurant, all situated behind the existing brick façade.

Proposed Development

The proposed design includes a structure with:

- Type 1 concrete podium with ground-level parking
- Four-story Type 5 residential building above
- A new neighborhood restaurant is located behind the existing brick façade.

Given the current structural limitations of the IT&C building, it is incompatible with the planned multi-level development and therefore cannot support the new construction. However, the existing brick façade will be planned to be preserved and incorporated into the new building's east elevation.

Challenges with the Existing IT&C Building

Several factors render the existing IT&C structure unsuitable for the proposed development:

- **Building Type:** The timber-framed and masonry structure cannot accommodate the Type 1/Type 5 construction required.
- **Deterioration:** The building shows significant wear, including deterioration of the roof, masonry, timber, and mechanical systems.

- **Complying** with current seismic codes would introduce substantial additional scope and costs.

While the existing façade may be preserved despite these challenges, several key issues must be addressed:

- **Design Compatibility:** The current façade is misaligned with the proposed floor heights, which may negatively affect tenant experiences on 2nd Street and within the podium common area.
- **Seismic Separation:** Required seismic separation from the neighboring property to the north further complicates the preservation, adding construction costs.
- **Safety and Feasibility:** Preserving the façade will require significant seismic upgrades, bracing, and additional costs, complicating the construction process.
- **Operational Difficulties:** Retaining the façade during construction presents risks and delays. Coordinating safe demolition and maintaining structural stability will increase project costs and timelines.

New Building Façade Along 2nd Street

The new façade along 2nd Street will feature a classic thin brick design that pays tribute to the architectural character of downtown Livingston. This approach will create a cohesive aesthetic, blending the new structure with the historical context of the area.

Re-purposing Existing Building Components

While preserving the entire structure is not feasible, we are exploring ways to repurpose select materials, including:

- **Reclaimed Bricks:** Using bricks from the alley side for landscaping features and decorative walls within the new development.
- **Community Donations:** Donating surplus bricks to the City of Livingston for local community projects.
- **Timber Repurposing:** Considering the decorative use of timber framing elements where applicable.

Given these considerations, preserving the entire building is not viable. However, we are committed to retaining the historical value of the site through the preservation of the 2nd street brick façade. To cover the additional costs for the development, we will apply for a grant from the URA. We will also be applying for an affordable housing grant from the URA as stipulated in their charter.

In summary, this development will offer much-needed modern housing, address affordable housing needs in Park County, and support the city's growth objectives, all while minimizing the burden of an outdated structure.

Please let me know if you have any additional questions or concerns. We look forward to engaging in a productive discussion with HPC and appreciate your continued support for our development.

Sincerely,

Eric Horn

Bridger Residences, LLC.

BRIDGER RESIDENCES

LIVINGSTON, MT

FEBRUARY 5, 2025

HISTORICAL PRESERVATION COMMISSION MEETING

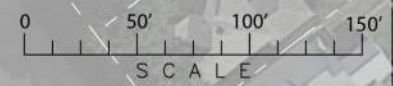
45

ARCHITECTURE
& INTERIORS



SYMBOL KEY

- DOMINANT WINDS
- SUN PATHS
- SITE BOUNDARY
- HISTORIC DISTRICT

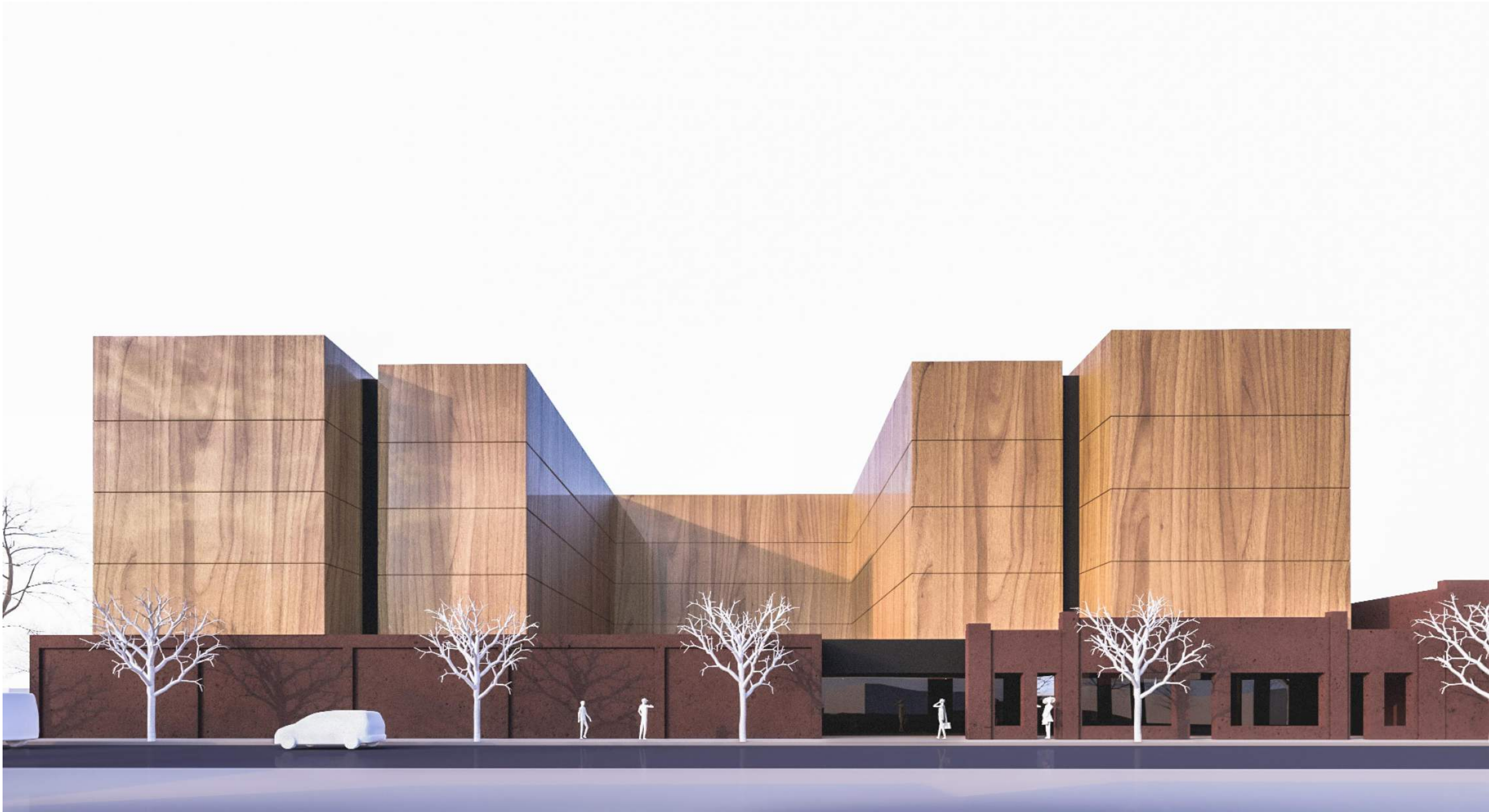


WEATHER DATA

https://www.meteoblue.com/en/weather/historyclimate/climatemodelled/big-sky-canyon-village_unit-ed-states_5640145

Bridger Residences

SITE SOLAR AND WIND STUDY



PLAN B- BRIDGER RESID

Existing Historical Building

POUP

11-18-24

