



Livingston City Commission Agenda

October 20, 2020

5:30 PM

Via Zoom

<https://us02web.zoom.us/j/83349223618?pwd=SDBMTjJnLzlkUmorUFRhOE1vN2N4QT09>

MEETING ID: 833 4922 3618 | PASSCODE: 330868 | CALL IN: (669) 900-6833

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Public Comment

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

6. Consent Items

A. APPROVE MINUTES FROM 10.6.2020 REGULAR COMMISSION MEETING. PG. 4

B. RATIFY CLAIMS PAID 09/01/2020-10/15/2020. PG. 8

C. PLEDGED SECURITIES REPORT AS OF SEPTEMBER 2020 PG. 30

7. Proclamations

8. Scheduled Public Comment

A. SHANNON HOLMES, PUBLIC WORKS DIRECTOR PRESENTS STORM WATER, THE FORGOTTEN UTILITY. PG. 34

9. Public Hearings

10. Ordinances

A. ORDINANCE NO. 2089: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE NO. 1968, 1972 AND 2041 AS CODIFIED BY CHAPTER 24 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED DEVELOPMENT IMPACT FEES. PG. 63

11. Resolutions

A. RESOLUTION NO. 4926: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A TWO (2) YEAR AGREEMENT WITH AE2S FOR ON-CALL AND INSTRUMENTATION CONTROL SERVICES DATED JULY 28, 2020, AS IT PERTAINS TO THE LIVINGSTON WATER RECLAMATION FACILITY AND SCADA SYSTEM. PG. 81

B. RESOLUTION NO. 4927: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL

SERVICES AGREEMENT WITH GREAT WEST ENGINEERING, INC., FOR SOLID WASTE DISPOSAL SERVICES STUDY AND RECOMMENDATION. PG. 90

- 12. Action Items
- 13. City Manager Comment
- 14. City Commission Comments
- 15. Adjournment

Calendar of Events:

- October 21, 2020: Livingston Park County Library Board Meeting, 4:00 pm
- October 21, 2020: City Planning Board Meeting, 5:30 pm via Zoom
- October 21, 2020: Sister City Board Meeting, 7:00 pm, via Zoom
- October 28, 2020: City Conservation Board Meeting, 5:00 pm, via Zoom
- October 28, 2020: Parks and Trails Committee Meeting, 6:00 pm via Zoom
- November 3, 2020: General Election Day
- November 5, 2020: City Commission Meeting, 5:30 pm, via Zoom

Supplemental Material

2020 MMIA'S BOB WORTHINGTON RISK MANAGEMENT ACHIEVEMENT AWARD PG. 109

PRESS RELEASE: MDT ANNOUNCES, FEDERAL HIGHWAY ADMINISTRATION GRANTS FEDERAL FUNDS REPAYMENT WAIVER REQUEST FOR STAR RD UNDERPASS PROJECT. PG. 111

PARK COUNTY'S HOMETOWN NEIGHBORHOOD HALLOWEEN GUIDANCE PG.115

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:**APPROVE MINUTES FROM 10.6.2020 REGULAR COMMISSION MEETING.**

Tuesday, October 6, 2020, 5:30 pm
Zoom Online Meeting ID: 854 0319 8616

1 Call to Order

2 Roll Call

* Hoglund, Schwarz, Friedman, Mabie, and Nootz were present.

3 Public Comment:

* None

4 Consent Items: (00:02:13)

A. Approve minutes from September 15, 2020.

B. Judges monthly report, August 2020.

C. Quarterly Financial Report as of June 2020

Nootz pulled C, motioned to pass A & B. Mabie seconded. Passed 5-0

Nootz motioned to pass item C, Schwarz seconded.

All in favor, passed 5-0.

5 Proclamations:

6 Scheduled Public Comment:

A. Shari Eslinger of HRDC, presents the feasibility study for the Livingston Warming Center.

* Friedman made comment (00:15:06)

* Nootz made comments (00:17:56)

7 Public Hearings: (00:32:45)

A. Ordinance No. 2088: An Ordinance of the City Commission of the City of Livingston, Montana, amending section 14-92 as enacted by Ordinance No. 1908 regulating the user charge basis for Livingston Sewer System.

* Kardoes gave opening statement

* Mabie made comments (00:36:48)

* Nootz made comments (00:37:10)

* Paige Fetterhoff made comments (00:38:07)

Motion by Friedman, second by Nootz

All in favor, passes 5-0

8 Ordinances: (00:41:08)

A. Ordinance No. 2089: An Ordinance of the City Commission of the City of Livingston, Montana, amending Ordinance No. 1968, 1972 and 2041 as codified by Chapter 24 of the Livingston Municipal Code entitled Development Impact Fees.

* Kardoes gave opening statement

* Johnathan Hettinger made comment (00:44:52)

* Nootz made comments (00:47:52)

* Mabie made comments (00:58:11)

* Schwarz made comments (00:59:11)

* Hoglund made comments (00:59:40)

* Nootz requested the following edits:

Section 24.1.F should add language to this development

Section 24.5 add and the Growth Policy, behind purple Strategic Plan

Section 24.9.c should be edited to refer to F not E

Section 24.13 edit: individual assessments shall not conflict with the Growth Policy.

Commission agreed on following edits:

Kardoes suggested for edit on Section 24.1.F would read "expand the capacity of current City of Livingston infrastructure" (01:23:00) Nootz concurred.

5 minute recess taken (01:24:29)

Section 24.5 add and the Growth Policy, behind purple Strategic Plan, Nootz, Hogle and Schwarz concurred.

Section 24.1 should be edited to refer to E not F

Section 24.3.b. 4 edit assessment would not adversely affect the Strategic Plan nor conflict with the Growth Policy. Hogle concurred.

Section 24.2 add Strategic Plan and Growth Policy to list of definitions. Hogle concurred.

Friedman motioned to approve Ordinance No. 2089, Mabie seconded.

All in favor, passes 5-0.

B. Ordinance No. 2090: An Ordinance of the City Commission of the City of Livingston, Montana, amending article II, Article IV, and Article V, Chapter 30 of the Livingston Municipal Code entitled Zoning as it pertains to accessory dwellings. (01:39:06)

* Kardoes gave opening statement

* Mathieu Menard made comments (01:40:04)

* Kardoes recommended accepting the staff report exception of one item, due to unequal application of the rules, striking the size difference between lots less than 7000 square feet, and 7000 square feet or larger. (01:48:10)

* Nootz made comments (01:53:44)

* Mathieu Menard made comments (01:54:29)

* Friedman made comments (01:57:38)

* Jim Baerg made comments (02:04:46)

* John Hettinger made comments (02:07:43)

* Joseph Bullington made comments (02:11:47)

* Schwarz made comments (02:12:50)

* Mabie made comments (02:14:40)

* Nootz made comments (02:16:34)

* Hogle made comments (02:29:25)

Schwarz motioned to approve, Friedman seconded

All in favor, passes 5-0.

C. Ordinance No. 2091: An Ordinance of the City Commission of the City of Livingston, Montana, amending Article 1, Article II, Article III, Article VI, Article VII, Chapter 30 of the Livingston Municipal Code entitled Zoning. (02:45:21)

* Kardoes gave opening statement

* No public comment

* Nootz made public comment (02:48:50)

Nootz made comments regarding cleaning up of documents, maps, gender language in City Documents, diversity/equity and inclusion.

* Hogle made comment (02:55:40)

Friedman motioned, second by Mabie

All in favor, passes 5-0.

Motion by Schwarz to extend the meeting, second by Nootz, all in favor passes 5-0 (02:58:02)

9 Resolutions: (02:58:38)

A. Resolution No. 4924, A Resolution of the City Commission of the City of Livingston, Montana, authorizing the City Manager to sign a 2 year services agreement with Auzmor, Inc. to provide with an E-learning services platform.

- * 5 minute recess
- * Kardoes gave opening statement before turning meeting over to Lisa Lowy, HR Director
- * No public comments
- * Heglund asked question (03:13:50)
- * Nootz made public comment (03:16:47)
- * Mabie made comments (03:20:27)
- Friedman motioned, second by Mabie
- All in favor, passes 5-0.

B. Public Hearing: Resolution No. 4925, A Resolution of the City Commission of the City of Livingston, Montana, amending the budget for the fiscal year 2019-2020, by making appropriation adjustments in the amount of \$2,407,206 and revenue adjustments in the amount of \$1,073,697.

- * Kardoes turned meeting over to Paige Fetterhoff, finance director
- * No public comments
- * No commission comments
- Schwarz motioned, second by Friedman
- All in favor, passes 5-0.

10 Action Items: (03:26:36)

A. Discuss/approve/deny: North Town Subdivision Phases 2 & 3 final plat approval.

- * Kardoes gave opening statement
- * Nootz asked question (03:32:35)
- No public comments
- * Friedman made comments (03:33:16)
- * Heglund made comments (03:34:00)
- Schwarz motioned, Friedman seconded
- All in favor, passes 5-0.

11 City Manager Comments: (03:36:48)

Provided corrected information from Shari Eslinger, City of Bozeman only contributes \$25k to housing, not \$40 as stated during presentation. First meeting in November is a Federal Election Day, we can discuss during the next meeting.

12 City Commission Comments

- * Nootz: (03:38:09) Motion to have Warming Center on a future agenda, second Schwarz. Motioned to have Air Quality Monitors/DEQ/Purple Monitors as an action item on a future agenda seconded by Heglund.
- * Mabie (03:49:19)
- * Friedman (03:50:11)
- * Schwarz (03:51:10) Reserved Gazebo for Listening Session from 9-10:30 Saturday 10/9.
- * Heglund (00:32:06)

13 Adjournment (03:36:58)

File Attachments for Item:

B. RATIFY CLAIMS PAID 09/01/2020-10/15/2020.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
A & I DISTRIBUTORS							
84	A & I DISTRIBUTORS	3512338	DEF FLUID	08/21/2020	323.95	323.95	09/02/2020
Total A & I DISTRIBUTORS:					323.95	323.95	
A-1 MUFFLER, INC.							
2	A-1 MUFFLER, INC.	68630	gas cap	08/19/2020	52.00	52.00	09/09/2020
2	A-1 MUFFLER, INC.	68856	MTP	09/29/2020	168.00	168.00	10/05/2020
Total A-1 MUFFLER, INC.:					220.00	220.00	
AAA CLEANING, LLC							
3727	AAA CLEANING, LLC	2020.8.31	110 S B CLEANING	08/31/2020	240.00	240.00	09/09/2020
3727	AAA CLEANING, LLC	2020.8.31.1	Bennett St cleaning	08/31/2020	500.00	500.00	09/09/2020
3727	AAA CLEANING, LLC	2020.9.30	110 S B CLEANING	09/30/2020	210.00	210.00	10/05/2020
3727	AAA CLEANING, LLC	2020.9.30.1	Bennett St cleaning	09/30/2020	500.00	500.00	10/06/2020
Total AAA CLEANING, LLC:					1,450.00	1,450.00	
ADVANCED TECHNOLOGY PRODUCTS, INC							
3357	ADVANCED TECHNOLOGY PRO	25940	SOLENOID VALVE	07/10/2020	850.00	850.00	10/06/2020
3357	ADVANCED TECHNOLOGY PRO	25990	LIQUID CHLORINE	07/10/2020	160.00	160.00	10/06/2020
3357	ADVANCED TECHNOLOGY PRO	26036	ACID MAGIC	07/15/2020	5,739.00	5,739.00	10/06/2020
3357	ADVANCED TECHNOLOGY PRO	26043	FLOAT VALVE ASSEMBLY	07/15/2020	154.33	154.33	10/06/2020
3357	ADVANCED TECHNOLOGY PRO	26057	LIQUID CHLORINE	07/15/2020	190.00	190.00	10/06/2020
3357	ADVANCED TECHNOLOGY PRO	26058	ACCU TAB	07/15/2020	1,778.00	1,778.00	10/06/2020
3357	ADVANCED TECHNOLOGY PRO	26413	LIQUID CHLORINE	08/15/2020	170.00	170.00	10/06/2020
Total ADVANCED TECHNOLOGY PRODUCTS, INC:					9,041.33	9,041.33	
ALL SERVICE TIRE & ALIGNMENT							
22	ALL SERVICE TIRE & ALIGNME	59811	TUBE	08/06/2020	12.00	12.00	09/02/2020
22	ALL SERVICE TIRE & ALIGNME	59876	Tires 15 BENZ SPRINTER	08/14/2020	1,105.68	1,105.68	10/06/2020
22	ALL SERVICE TIRE & ALIGNME	59948	Oil Change	08/24/2020	85.00	85.00	09/09/2020
22	ALL SERVICE TIRE & ALIGNME	59981	FLAT TIRE REPAIR	08/27/2020	15.00	15.00	09/02/2020
22	ALL SERVICE TIRE & ALIGNME	59992	Tires	08/27/2020	2,580.00	2,580.00	09/30/2020
22	ALL SERVICE TIRE & ALIGNME	60036	Tire Repair	09/03/2020	135.00	135.00	09/09/2020
22	ALL SERVICE TIRE & ALIGNME	60175	R1 BREAK REPAIR	09/21/2020	295.00	295.00	09/30/2020
Total ALL SERVICE TIRE & ALIGNMENT:					4,227.68	4,227.68	
ALPINE ELECTRONICS RADIO SHACK							
402	ALPINE ELECTRONICS RADIO	10265854	TRUCK REPAIR	08/27/2020	5.99	5.99	09/09/2020
402	ALPINE ELECTRONICS RADIO	10265857	TRUCK REPAIR	08/27/2020	8.97	8.97	09/09/2020
402	ALPINE ELECTRONICS RADIO	10266001	speaker wire	09/02/2020	13.99	13.99	10/05/2020
Total ALPINE ELECTRONICS RADIO SHACK:					28.95	28.95	
ANDERSON PRECAST & SUPPLY							
630	ANDERSON PRECAST & SUPPL	0089467-IN	MULTI-GROUT	09/25/2020	152.52	152.52	10/05/2020
Total ANDERSON PRECAST & SUPPLY:					152.52	152.52	
BANNACK GROUP LLC							
10002	BANNACK GROUP LLC	0018134	REC CENTER FEASIBILITY STU	09/01/2020	7,560.70	7,560.70	09/30/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BANNACK GROUP LLC:					7,560.70	7,560.70	
BERNARD, NICK							
10001	BERNARD, NICK	2020.8.21	REIMB	08/21/2020	124.00	124.00	09/02/2020
Total BERNARD, NICK:					124.00	124.00	
BILLINGS CLINIC TRAINING CENTER							
3069	BILLINGS CLINIC TRAINING CE	17882	BLS eCard	07/03/2020	6.00	6.00	09/09/2020
Total BILLINGS CLINIC TRAINING CENTER:					6.00	6.00	
BIOBOT ANALYTICS, INC							
10001	BIOBOT ANALYTICS, INC	328B41F3-000	WASTEWATER EPIDEMIOLOGY	09/24/2020	3,840.00	3,840.00	10/05/2020
Total BIOBOT ANALYTICS, INC:					3,840.00	3,840.00	
BLACKSTONE PUBLISHING							
2219	BLACKSTONE PUBLISHING	1177798	1 Audiobook	05/16/2020	40.00	40.00	09/22/2020
2219	BLACKSTONE PUBLISHING	1178232	4 audiobooks	07/17/2020	158.99	158.99	09/22/2020
2219	BLACKSTONE PUBLISHING	1179104	4 audiobooks	07/17/2020	158.99	158.99	09/22/2020
2219	BLACKSTONE PUBLISHING	1179581	1 Audiobook	08/09/2020	40.00	40.00	09/22/2020
2219	BLACKSTONE PUBLISHING	1180508	3 Audiobooks	08/09/2020	120.00	120.00	09/22/2020
Total BLACKSTONE PUBLISHING:					517.98	517.98	
BOUND TREE MEDICAL, LLC							
2662	BOUND TREE MEDICAL, LLC	83760524	Patient Supplies	09/03/2020	446.49	446.49	09/22/2020
2662	BOUND TREE MEDICAL, LLC	83766569	Patient Supplies	09/09/2020	197.75	197.75	09/22/2020
2662	BOUND TREE MEDICAL, LLC	83766570	Patient Supplies	09/09/2020	270.65	270.65	09/22/2020
2662	BOUND TREE MEDICAL, LLC	83777249	Patient Supplies	09/17/2020	323.40	323.40	09/30/2020
2662	BOUND TREE MEDICAL, LLC	83780623	Patient Supplies	09/21/2020	305.80	305.80	09/30/2020
2662	BOUND TREE MEDICAL, LLC	83784041	Patient Supplies	09/23/2020	94.99	94.99	09/30/2020
2662	BOUND TREE MEDICAL, LLC	83788996	Patient Supplies	09/28/2020	121.00	121.00	10/06/2020
2662	BOUND TREE MEDICAL, LLC	83788997	Patient Supplies	09/28/2020	455.76	455.76	10/06/2020
2662	BOUND TREE MEDICAL, LLC	83792842	Patient Supplies	09/30/2020	303.95	303.95	10/06/2020
Total BOUND TREE MEDICAL, LLC:					2,519.79	2,519.79	
BRIDGER ANALYTICAL LAB							
3820	BRIDGER ANALYTICAL LAB	2006319	Coliform/ E. Coli	06/16/2020	224.00	224.00	09/22/2020
3820	BRIDGER ANALYTICAL LAB	2006375	Coliform/ E. Coli	06/18/2020	224.00	224.00	09/22/2020
3820	BRIDGER ANALYTICAL LAB	2006473	Coliform/ E. Coli	06/24/2020	28.00	28.00	09/22/2020
3820	BRIDGER ANALYTICAL LAB	2007131	Coliform/ E. Coli	07/09/2020	28.00	28.00	09/22/2020
3820	BRIDGER ANALYTICAL LAB	2007268	Coliform/ E. Coli	07/17/2020	28.00	28.00	09/22/2020
3820	BRIDGER ANALYTICAL LAB	2007323	Coliform/ E. Coli	07/20/2020	28.00	28.00	09/22/2020
Total BRIDGER ANALYTICAL LAB:					560.00	560.00	
BRIDGER COMMUNICATIONS							
728	BRIDGER COMMUNICATIONS	45834	TeCH SERVICE	09/01/2020	115.00	115.00	09/22/2020
Total BRIDGER COMMUNICATIONS:					115.00	115.00	
BRUCO, INC.							
782	BRUCO, INC.	394202	GYM RECOATING	08/25/2020	3,382.00	3,382.00	09/09/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BRUCO, INC.:					3,382.00	3,382.00	
BURTON PLANNING SERVICES, LLC.							
10001	BURTON PLANNING SERVICES,	19-112-11	GROWTH POLICY UPDATE	09/05/2020	7,493.75	7,493.75	09/09/2020
Total BURTON PLANNING SERVICES, LLC.:					7,493.75	7,493.75	
CANON FINANCIAL SERVICES, INC							
1747	CANON FINANCIAL SERVICES, I	21916393	CONTRACT	09/12/2020	29.31	29.31	09/30/2020
1747	CANON FINANCIAL SERVICES, I	21916394	CONTRACT	09/12/2020	29.75	29.75	09/30/2020
Total CANON FINANCIAL SERVICES, INC:					59.06	59.06	
CARQUEST AUTO PARTS							
23	CARQUEST AUTO PARTS	1912-484143	EXHAUST FLUID	08/24/2020	27.58	27.58	09/02/2020
23	CARQUEST AUTO PARTS	1912-484167	CABIN AIR	08/24/2020	27.82	27.82	09/09/2020
23	CARQUEST AUTO PARTS	1912-484836	OIL FILTER	08/31/2020	8.38	8.38	09/09/2020
23	CARQUEST AUTO PARTS	1912-485578	Parts	09/08/2020	46.91	46.91	09/22/2020
23	CARQUEST AUTO PARTS	1912-485680	LIGHTS	09/09/2020	108.86	108.86	09/22/2020
23	CARQUEST AUTO PARTS	1912-485880	DEF	09/10/2020	18.38	18.38	10/06/2020
23	CARQUEST AUTO PARTS	1912-485987	FILTERS	09/11/2020	11.64	11.64	09/22/2020
23	CARQUEST AUTO PARTS	1912-486275	FILTERS	09/15/2020	68.85	68.85	09/22/2020
23	CARQUEST AUTO PARTS	1912-486546	Parts	09/17/2020	78.99	78.99	09/30/2020
23	CARQUEST AUTO PARTS	1912-486559	Parts	09/17/2020	24.07	24.07	09/30/2020
23	CARQUEST AUTO PARTS	1912-487802	Wiper Blades	09/29/2020	36.16	36.16	10/06/2020
23	CARQUEST AUTO PARTS	1912487867	CLEANING SUPPLIES	09/30/2020	36.50	36.50	10/06/2020
Total CARQUEST AUTO PARTS:					494.14	494.14	
CASELLE							
3763	CASELLE	2020.10	2020.10 MAINTENANCE	10/01/2020	3,566.00	3,566.00	10/05/2020
3763	CASELLE	2020.11	2020.11 MAINTENANCE	10/05/2020	3,566.00	3,566.00	10/05/2020
Total CASELLE:					7,132.00	7,132.00	
CENGAGE LEARNING INC							
10001	CENGAGE LEARNING INC	70146103	1 BOOK	03/19/2020	22.74	22.74	09/22/2020
10001	CENGAGE LEARNING INC	70168363	1 BOOK	03/25/2020	23.39	23.39	09/22/2020
10001	CENGAGE LEARNING INC	71212810	1 BOOK	08/19/2020	29.51	29.51	09/22/2020
10001	CENGAGE LEARNING INC	71456601	6 BOOKS	08/26/2020	158.20	158.20	09/22/2020
Total CENGAGE LEARNING INC:					233.84	233.84	
CENTURYLINK							
162	CENTURYLINK	2020.8.16	406-222-0137 441B	08/16/2020	67.64	67.64	09/02/2020
162	CENTURYLINK	2020.9.16	406-222-0137-441B	09/16/2020	70.84	70.84	10/05/2020
Total CENTURYLINK:					138.48	138.48	
CHAPPELL'S BODY SHOP, INC.							
294	CHAPPELL'S BODY SHOP, INC.	478	Prepaid car wash	09/04/2020	20.00	20.00	09/22/2020
Total CHAPPELL'S BODY SHOP, INC.:					20.00	20.00	
CHARTER COMMUNICATIONS							
3440	CHARTER COMMUNICATIONS	195445081820	Phones	08/18/2020	244.95	244.95	09/22/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CHARTER COMMUNICATIONS:					244.95	244.95	
CITY OF LIVINGSTON							
131	CITY OF LIVINGSTON	TK2020-0238	Bond Conversion - M. Letherman	09/18/2020	285.00	285.00	09/21/2020
Total CITY OF LIVINGSTON:					285.00	285.00	
COFFMAN'S PEAK ELECTRIC, LLC							
3491	COFFMAN'S PEAK ELECTRIC, L	1814	BOX HOLES	09/24/2020	419.00	419.00	10/05/2020
Total COFFMAN'S PEAK ELECTRIC, LLC:					419.00	419.00	
COLD SMOKE AUTOMOTIVE, LLC							
3456	COLD SMOKE AUTOMOTIVE, LL	14796	M2 Repair	08/24/2020	1,408.95	1,408.95	09/09/2020
Total COLD SMOKE AUTOMOTIVE, LLC:					1,408.95	1,408.95	
COLMEY VETERINARY HOSPITAL							
90	COLMEY VETERINARY HOSPIT	320149	OFFICE VISIT CAT	08/05/2020	163.00	163.00	09/22/2020
Total COLMEY VETERINARY HOSPITAL:					163.00	163.00	
COMDATA							
2671	COMDATA	20337221	CG73P	09/01/2020	2,020.63	2,020.63	09/22/2020
2671	COMDATA	20337235	CG74G-STREETS	09/01/2020	2,319.50	2,319.50	09/09/2020
2671	COMDATA	20337238	BZR70	09/01/2020	105.88	105.88	09/22/2020
2671	COMDATA	20337249	CG72S	09/01/2020	1,547.88	1,547.88	09/22/2020
2671	COMDATA	20337797	CG74G-STREETS	10/01/2020	1,897.35	1,897.35	10/06/2020
Total COMDATA:					7,891.24	7,891.24	
CULLIGAN WATER CONDITIONING							
10000	CULLIGAN WATER CONDIITIONI	0600962	SALT	09/26/2020	10.00	10.00	10/06/2020
Total CULLIGAN WATER CONDIITIONING:					10.00	10.00	
D.W. BURNS PLUMBING & HEATING INC							
2501	D.W. BURNS PLUMBING & HEAT	18583	BLDG REPAIR	06/16/2020	704.40	704.40	09/09/2020
Total D.W. BURNS PLUMBING & HEATING INC:					704.40	704.40	
DANIEL CONNELLEY							
10002	DANIEL CONNELLEY	2020.8.13	JURY DUTY	08/13/2020	25.00	25.00	09/22/2020
Total DANIEL CONNELLEY:					25.00	25.00	
DELL MARKETING L.P.							
745	DELL MARKETING L.P.	10426898284	KARDOES COMPUTER	09/27/2020	1,473.91	1,473.91	10/05/2020
Total DELL MARKETING L.P.:					1,473.91	1,473.91	
DELTA SIGNS & GRAPHICS							
509	DELTA SIGNS & GRAPHICS	2326	PARKING SIGNS	09/18/2020	80.00	80.00	09/30/2020
Total DELTA SIGNS & GRAPHICS:					80.00	80.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DENNIS HOGSTAD							
10002	DENNIS HOGSTAD	2020.8.13	JURY DUTY	08/13/2020	25.00	25.00	09/22/2020
Total DENNIS HOGSTAD:					25.00	25.00	
DOCTOR CLEAN							
10000	DOCTOR CLEAN	2020.9.19	CLEANING SERVICE	09/19/2020	309.12	309.12	09/30/2020
10000	DOCTOR CLEAN	2020.9.23	CLEANING SERVICE	09/23/2020	235.00	235.00	09/30/2020
Total DOCTOR CLEAN:					544.12	544.12	
DOCTOR DOOR							
10002	DOCTOR DOOR	14483	OVERHEAD DOOR	09/15/2020	126.00	126.00	09/30/2020
Total DOCTOR DOOR:					126.00	126.00	
EAGLE FENCE, LLC							
542	EAGLE FENCE, LLC	1409	Fence	08/31/2020	23,783.94	23,783.94	09/09/2020
Total EAGLE FENCE, LLC:					23,783.94	23,783.94	
ENERGY LABORATORIES, INC.							
424	ENERGY LABORATORIES, INC.	336518	PARAMETER	08/19/2020	322.00	322.00	09/09/2020
424	ENERGY LABORATORIES, INC.	338331	Effluent	08/27/2020	154.00	154.00	09/09/2020
424	ENERGY LABORATORIES, INC.	338490	Effluent	08/28/2020	344.00	344.00	09/09/2020
424	ENERGY LABORATORIES, INC.	340989	Effluent	09/08/2020	1,124.00	1,124.00	09/22/2020
424	ENERGY LABORATORIES, INC.	343606	Effluent	09/17/2020	376.00	376.00	09/22/2020
Total ENERGY LABORATORIES, INC.:					2,320.00	2,320.00	
ENNIS-FLINT INC							
10002	ENNIS-FLINT INC	249051	WHITE LINE	08/14/2020	5,299.60	5,299.60	09/02/2020
Total ENNIS-FLINT INC:					5,299.60	5,299.60	
EXEC U CARE SERVICES, INC.							
3298	EXEC U CARE SERVICES, INC.	2365	Janitorial Services	09/04/2020	2,529.00	2,529.00	09/22/2020
Total EXEC U CARE SERVICES, INC.:					2,529.00	2,529.00	
FASTENAL COMPANY							
1276	FASTENAL COMPANY	MTBOZ188820	RUSTO SAFT RED	09/21/2020	15.26	15.26	10/06/2020
Total FASTENAL COMPANY:					15.26	15.26	
FISHER SAND AND GRAVEL							
2904	FISHER SAND AND GRAVEL	22467	BLOCK	08/08/2020	1,500.00	1,500.00	09/02/2020
2904	FISHER SAND AND GRAVEL	7840	1' CONCRETE ROCK	08/22/2020	570.14	570.14	09/30/2020
Total FISHER SAND AND GRAVEL:					2,070.14	2,070.14	
FORT HARRISON INN							
10000	FORT HARRISON INN	2730	CONF 26805392	08/01/2020	154.00	154.00	09/22/2020
Total FORT HARRISON INN:					154.00	154.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
FRONTLINE AG SOLUTIONS, LLC							
2516	FRONTLINE AG SOLUTIONS, LL	773801	PARTS	08/13/2020	160.65	160.65	09/30/2020
Total FRONTLINE AG SOLUTIONS, LLC:					160.65	160.65	
GATEWAY OFFICE SUPPLY							
54	GATEWAY OFFICE SUPPLY	49000	UPS	08/17/2020	11.76	11.76	09/09/2020
54	GATEWAY OFFICE SUPPLY	49025	Office Supplies	08/19/2020	14.15	14.15	09/09/2020
54	GATEWAY OFFICE SUPPLY	49105	Office Supplies	08/31/2020	28.80	28.80	09/09/2020
54	GATEWAY OFFICE SUPPLY	49132	Office Supplies-JUDGE	09/03/2020	115.00	115.00	09/22/2020
54	GATEWAY OFFICE SUPPLY	49235	Office Supplies-FINANCE	09/15/2020	14.25	14.25	09/22/2020
54	GATEWAY OFFICE SUPPLY	49260	Office Supplies-JUDGE	09/17/2020	34.75	34.75	09/30/2020
Total GATEWAY OFFICE SUPPLY:					218.71	218.71	
GENERAL DISTRIBUTING COMPANY							
1845	GENERAL DISTRIBUTING COM	00921974	Patient Supplies	09/30/2020	29.40	29.40	10/06/2020
1845	GENERAL DISTRIBUTING COM	911768	Patient Supplies	08/31/2020	30.38	30.38	09/09/2020
Total GENERAL DISTRIBUTING COMPANY:					59.78	59.78	
GEORGE WATSON							
10000	GEORGE WATSON	0165	EVALUATION DAVIS	08/30/2020	350.00	350.00	09/22/2020
Total GEORGE WATSON:					350.00	350.00	
GILMAN, BRUCE							
10002	GILMAN, BRUCE	5405	47.24 HRS @ \$13.82	10/09/2020	652.85	652.85	10/09/2020
Total GILMAN, BRUCE:					652.85	652.85	
HARD, WAYNE							
2569	HARD, WAYNE	2020.8.26	REIMB	08/26/2020	693.45	693.45	09/02/2020
Total HARD, WAYNE:					693.45	693.45	
HIGH RISK DEPLOYMENT K9							
10002	HIGH RISK DEPLOYMENT K9	660	SCHOOL-EMANUEL/RHINO	09/03/2020	500.00	500.00	09/22/2020
Total HIGH RISK DEPLOYMENT K9:					500.00	500.00	
HORIZON AUTO PARTS							
1920	HORIZON AUTO PARTS	887921	ACETYLENE	08/31/2020	133.19	133.19	09/09/2020
1920	HORIZON AUTO PARTS	888580	OXYGEN	09/08/2020	53.89	53.89	09/22/2020
Total HORIZON AUTO PARTS:					187.08	187.08	
HOUSE OF CLEAN							
63	HOUSE OF CLEAN	26473-00	antimicrobial soap	09/14/2020	77.00	77.00	09/22/2020
63	HOUSE OF CLEAN	265719-00	Supplies	08/31/2020	893.55	893.55	09/30/2020
Total HOUSE OF CLEAN:					970.55	970.55	
INDUSTRIAL COMM & ELEC OF BOZEMAN							
3455	INDUSTRIAL COMM & ELEC OF	32353	RADIO MAINT	08/11/2020	119.00	119.00	09/02/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total INDUSTRIAL COMM & ELEC OF BOZEMAN:					119.00	119.00	
INDUSTRIAL TOWEL							
102	INDUSTRIAL TOWEL	3388100	Civic Center Mats	07/16/2020	123.11	123.11	09/09/2020
102	INDUSTRIAL TOWEL	3670300	LATE CHARGE	08/13/2020	124.96	124.96	09/09/2020
102	INDUSTRIAL TOWEL	36720	110 s B	08/13/2020	36.00	36.00	09/09/2020
102	INDUSTRIAL TOWEL	37668	330 bennett	08/21/2020	44.39	44.39	09/02/2020
102	INDUSTRIAL TOWEL	39118	330 bennett	09/04/2020	44.39	44.39	09/09/2020
102	INDUSTRIAL TOWEL	39569	Towel Service	09/10/2020	34.36	34.36	09/22/2020
102	INDUSTRIAL TOWEL	3958900	Civic Center Mats	09/10/2020	123.11	123.11	10/05/2020
102	INDUSTRIAL TOWEL	39607	110 s B	09/10/2020	36.00	36.00	10/05/2020
102	INDUSTRIAL TOWEL	40558	330 bennett	09/18/2020	44.39	44.39	09/30/2020
102	INDUSTRIAL TOWEL	41039	110 s B	09/24/2020	36.00	36.00	09/30/2020
102	INDUSTRIAL TOWEL	41270	110 s B	09/25/2020	34.46	34.46	09/30/2020
102	INDUSTRIAL TOWEL	42006	330 bennett	10/02/2020	44.39	44.39	10/06/2020
Total INDUSTRIAL TOWEL:					725.56	725.56	
INGRAM LIBRARY SERVICE							
1539	INGRAM LIBRARY SERVICE	47555809	1 Book	08/10/2020	23.71	23.71	09/22/2020
1539	INGRAM LIBRARY SERVICE	47555810	2 Books	08/10/2020	38.31	38.31	09/22/2020
1539	INGRAM LIBRARY SERVICE	47555811	14 BOOKS	08/10/2020	218.76	218.76	09/22/2020
1539	INGRAM LIBRARY SERVICE	47621664	1 Book	08/12/2020	18.80	18.80	09/22/2020
1539	INGRAM LIBRARY SERVICE	47621665	1 Book	08/12/2020	23.33	23.33	09/22/2020
1539	INGRAM LIBRARY SERVICE	47702233	17 BOOKS	08/17/2020	144.16	144.16	09/22/2020
1539	INGRAM LIBRARY SERVICE	47702234	2 Books	08/17/2020	39.33	39.33	09/22/2020
1539	INGRAM LIBRARY SERVICE	47739763	1 Book	08/18/2020	26.29	26.29	09/22/2020
1539	INGRAM LIBRARY SERVICE	47772410	2 Books	08/19/2020	45.69	45.69	09/22/2020
1539	INGRAM LIBRARY SERVICE	47800375	2 Books	08/20/2020	25.42	25.42	09/22/2020
1539	INGRAM LIBRARY SERVICE	47800376	2 Books	08/20/2020	30.09	30.09	09/22/2020
1539	INGRAM LIBRARY SERVICE	47869670	1 Book	08/24/2020	12.61	12.61	09/22/2020
1539	INGRAM LIBRARY SERVICE	47869671	14 Books	08/24/2020	206.68	206.68	09/22/2020
1539	INGRAM LIBRARY SERVICE	47869672	1 Book	08/24/2020	24.49	24.49	09/22/2020
1539	INGRAM LIBRARY SERVICE	47909963	2 Books	08/25/2020	62.22	62.22	09/22/2020
1539	INGRAM LIBRARY SERVICE	47979401	1 Book	08/27/2020	19.60	19.60	09/22/2020
1539	INGRAM LIBRARY SERVICE	47979402	2 Books	08/27/2020	39.96	39.96	09/22/2020
1539	INGRAM LIBRARY SERVICE	48011938	1 Book	08/28/2020	32.30	32.30	09/22/2020
1539	INGRAM LIBRARY SERVICE	48085562	9 BOOKS	09/01/2020	154.44	154.44	09/22/2020
1539	INGRAM LIBRARY SERVICE	48085563	1 Book	09/01/2020	34.09	34.09	09/22/2020
1539	INGRAM LIBRARY SERVICE	48147784	CREDIT MEMO	09/03/2020	32.79-	32.79-	09/22/2020
1539	INGRAM LIBRARY SERVICE	48250782	1 Book	09/09/2020	21.08	21.08	09/22/2020
1539	INGRAM LIBRARY SERVICE	48250783	1 Book	09/09/2020	18.37	18.37	09/22/2020
1539	INGRAM LIBRARY SERVICE	48250784	6 Books	09/09/2020	120.99	120.99	09/22/2020
Total INGRAM LIBRARY SERVICE:					1,347.93	1,347.93	
INSTY-PRINTS							
250	INSTY-PRINTS	36344	LASHINSKI	08/21/2020	69.95	69.95	09/09/2020
250	INSTY-PRINTS	36353	OFFICE SUPPLY	08/24/2020	99.90	99.90	09/02/2020
250	INSTY-PRINTS	36516	Business cards	09/08/2020	24.95	24.95	10/05/2020
250	INSTY-PRINTS	36569	BUDGET BOOKS	09/11/2020	991.84	991.84	09/22/2020
Total INSTY-PRINTS:					1,186.64	1,186.64	
J & H OFFICE EQUIPMENT							
1783	J & H OFFICE EQUIPMENT	2788882.1	110 s b copier	09/28/2020	270.73	270.73	10/05/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total J & H OFFICE EQUIPMENT:					270.73	270.73	
J & H, INC.							
3387	J & H, INC.	590815	Copier-FINANCE	08/21/2020	945.00	945.00	09/02/2020
3387	J & H, INC.	592016	330 BENNETT	09/10/2020	43.59	43.59	09/22/2020
Total J & H, INC.:					988.59	988.59	
JEFFERSON FRADY							
10002	JEFFERSON FRADY	2020.8.13	JURY DUTY	08/13/2020	25.00	25.00	09/22/2020
Total JEFFERSON FRADY:					25.00	25.00	
KAREN HARRISON							
10002	KAREN HARRISON	2020.8.13	BAILIFF	08/13/2020	60.00	60.00	09/22/2020
Total KAREN HARRISON:					60.00	60.00	
KATHLEEN JEHOWSKI							
10002	KATHLEEN JEHOWSKI	2020.8.13	JURY DUTY	08/13/2020	25.00	25.00	09/22/2020
Total KATHLEEN JEHOWSKI:					25.00	25.00	
KAUFMANN'S OVERHEAD DOOR, INC.							
1796	KAUFMANN'S OVERHEAD DOO	20-1369	DOOR REPAIR	09/16/2020	624.00	624.00	09/22/2020
Total KAUFMANN'S OVERHEAD DOOR, INC.:					624.00	624.00	
KEN'S EQUIPMENT REPAIR, INC							
1390	KEN'S EQUIPMENT REPAIR, IN	55088	G1	09/16/2020	563.00	563.00	10/06/2020
1390	KEN'S EQUIPMENT REPAIR, IN	55256	HOIST CONTROL	05/05/2020	567.75	567.75	09/02/2020
1390	KEN'S EQUIPMENT REPAIR, IN	55575	pete dump	07/14/2020	1,562.30	1,562.30	09/30/2020
1390	KEN'S EQUIPMENT REPAIR, IN	55693	RADIATOR REPAIR	07/29/2020	2,173.80	2,173.80	09/22/2020
1390	KEN'S EQUIPMENT REPAIR, IN	55697	Vac Trk	07/28/2020	538.50	538.50	09/22/2020
1390	KEN'S EQUIPMENT REPAIR, IN	55776	410 L	08/12/2020	90.00	90.00	09/22/2020
1390	KEN'S EQUIPMENT REPAIR, IN	55797	DATA LINK	08/17/2020	270.00	270.00	09/22/2020
1390	KEN'S EQUIPMENT REPAIR, IN	55809	FILTER	08/19/2020	162.00	162.00	09/22/2020
1390	KEN'S EQUIPMENT REPAIR, IN	55837	G1	08/24/2020	80.25	80.25	09/22/2020
1390	KEN'S EQUIPMENT REPAIR, IN	55839	570	09/24/2020	3,692.45	3,692.45	10/06/2020
1390	KEN'S EQUIPMENT REPAIR, IN	55840	G2	08/24/2020	650.60	650.60	09/22/2020
1390	KEN'S EQUIPMENT REPAIR, IN	55852	G1	08/25/2020	401.10	401.10	09/22/2020
1390	KEN'S EQUIPMENT REPAIR, IN	55857	410 L	08/25/2020	1,501.50	1,501.50	09/22/2020
1390	KEN'S EQUIPMENT REPAIR, IN	55889	8152C	08/31/2020	354.28	354.28	10/06/2020
1390	KEN'S EQUIPMENT REPAIR, IN	55938	410L	09/09/2020	120.90	120.90	10/06/2020
1390	KEN'S EQUIPMENT REPAIR, IN	55987	G2	09/18/2020	98.85	98.85	10/06/2020
1390	KEN'S EQUIPMENT REPAIR, IN	56024	570	09/24/2020	2,472.05	2,472.05	10/06/2020
1390	KEN'S EQUIPMENT REPAIR, IN	56038	G1	09/25/2020	386.75	386.75	10/06/2020
1390	KEN'S EQUIPMENT REPAIR, IN	56047	ADJUST PARKING BREAK	09/25/2020	135.00	135.00	10/06/2020
Total KEN'S EQUIPMENT REPAIR, INC:					15,821.08	15,821.08	
KENYON NOBLE							
776	KENYON NOBLE	7894235	MORTAR	08/21/2020	17.57	17.57	09/02/2020
776	KENYON NOBLE	7898264	MORTAR	08/24/2020	41.78	41.78	09/02/2020
776	KENYON NOBLE	7916569	WOOD	09/02/2020	32.10	32.10	09/22/2020
776	KENYON NOBLE	7940811	Premix Concrete	09/15/2020	94.75	94.75	09/30/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total KENYON NOBLE:					186.20	186.20	
KIMBALL MIDWEST							
2863	KIMBALL MIDWEST	8162676	PRIM DRILL	08/18/2020	66.65	66.65	09/02/2020
2863	KIMBALL MIDWEST	8187957	WRENCH	08/27/2020	115.03	115.03	09/09/2020
2863	KIMBALL MIDWEST	8198605	Supplies	09/01/2020	320.05	320.05	09/09/2020
2863	KIMBALL MIDWEST	8230380	Shop supplies	09/15/2020	328.98	328.98	09/22/2020
Total KIMBALL MIDWEST:					830.71	830.71	
KNIFE RIVER							
8	KNIFE RIVER	703194	Plant Mix	08/17/2020	283.80	283.80	09/09/2020
8	KNIFE RIVER	704767	Cold Mix	08/24/2020	3,268.25	3,268.25	09/30/2020
8	KNIFE RIVER	710176	Cold Mix	09/14/2020	2,974.15	2,974.15	10/05/2020
Total KNIFE RIVER:					6,526.20	6,526.20	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	1773108	Water	08/27/2020	33.40	33.40	09/02/2020
2830	LEHRKIND'S COCA-COLA	1773109	Water	08/27/2020	33.00	33.00	09/09/2020
2830	LEHRKIND'S COCA-COLA	1782258	Water	09/23/2020	67.20	67.20	09/30/2020
2830	LEHRKIND'S COCA-COLA	1782259	Water	09/23/2020	49.50	49.50	09/30/2020
Total LEHRKIND'S COCA-COLA:					183.10	183.10	
LIVINGSTON ACE HARDWARE - #122005							
26	LIVINGSTON ACE HARDWARE -	H06104	Paint SUPPLIES	07/27/2020	19.97	19.97	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H06692	COUPLING	07/28/2020	19.98	19.98	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H07499	SAFTY RED	07/30/2020	14.97	14.97	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H07626	BUTANE	07/30/2020	2.24	2.24	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H07626.1	CREDIT	07/30/2020	30.97-	30.97-	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H08842	Supplies	08/01/2020	187.95	187.95	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H10045	LINE	08/03/2020	19.99	19.99	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H10505	DOOR STOP	08/03/2020	13.18	13.18	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H11348	BROOM	08/05/2020	287.93	287.93	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H12074	LINE	08/06/2020	19.99	19.99	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H12681	FASTNERS	08/07/2020	43.30	43.30	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H14611	YELLOW PAINT	08/10/2020	54.97	54.97	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H16982	SAW	08/14/2020	86.95	86.95	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H17157	NIPPLE	08/14/2020	7.95	7.95	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H19367	REPAIR COUPLING	08/18/2020	27.98	27.98	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H19918	Supplies	08/19/2020	15.12	15.12	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H20739	SAW HOLE	08/20/2020	19.98	19.98	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H21055	TIE DWN	08/21/2020	79.98	79.98	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H21830	DRILL BIT	08/22/2020	19.99	19.99	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H22982	DWRF	08/24/2020	18.56	18.56	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H23523	STATION SUPPLIES	08/25/2020	26.15	26.15	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H24217	RED	08/26/2020	29.94	29.94	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H242171	RSTP SPRAY	08/26/2020	29.94	29.94	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H24838	SPRAYER	08/27/2020	2.99	2.99	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H26611	BATTERY	08/30/2020	17.99	17.99	09/02/2020
26	LIVINGSTON ACE HARDWARE -	H266111	battery	08/30/2020	17.99	17.99	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H27671	CONDUIT AND CONNECTORS	09/01/2020	16.35	16.35	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H28180	CONDUIT AND CONNECTORS	09/02/2020	29.15	29.15	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H28802	FLEX SEAL	09/03/2020	16.49	16.49	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H31846	CONNECTORS	09/08/2020	29.98	29.98	10/06/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
26	LIVINGSTON ACE HARDWARE -	H31894	COUPLINGS	09/08/2020	45.55	45.55	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H31963	VINYL TUBING	09/08/2020	13.35	13.35	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H32517	COUPLING	09/09/2020	13.98	13.98	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H33196	TORCH SAWZALL BLD	09/10/2020	112.94	112.94	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H34999	ADJ DUAL AERATR	09/13/2020	9.99	9.99	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H35263	AERATR	09/13/2020	4.00-	4.00-	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H35547	WIRE BRUSHES	09/14/2020	81.50	81.50	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H35554	AERATOR	09/14/2020	5.99-	5.99-	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H36892	SUPPLIES	09/16/2020	43.93	43.93	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H37295	MECHANICS WIRE	09/17/2020	147.90	147.90	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H37389	OIL	09/17/2020	7.47	7.47	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H37588	DRILL BIT	09/17/2020	19.99	19.99	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H39040	ACE BRUSH FLAT	09/20/2020	13.99	13.99	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H39088	PAINT SUPPLIES	09/20/2020	21.57	21.57	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H39584	DILL BIT	09/21/2020	8.97	8.97	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H39720	FASTNERS	09/21/2020	6.90	6.90	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H39900	FOAM ROLLERS	09/21/2020	57.35	57.35	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H40274	ANTIFRZ	09/22/2020	48.00	48.00	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H40275	IRON	09/22/2020	19.98	19.98	10/06/2020
26	LIVINGSTON ACE HARDWARE -	H41324	FLUSH VALVE	09/24/2020	58.98	58.98	10/06/2020
26	LIVINGSTON ACE HARDWARE -	X44610	TAPE	07/30/2020	24.98	24.98	09/02/2020
26	LIVINGSTON ACE HARDWARE -	X46212	SUPPLIES	08/27/2020	42.76	42.76	10/06/2020
26	LIVINGSTON ACE HARDWARE -	X46564	PROPANE	09/02/2020	18.54	18.54	10/06/2020
26	LIVINGSTON ACE HARDWARE -	X47453	LINE PRO	09/16/2020	43.97	43.97	10/06/2020
Total LIVINGSTON ACE HARDWARE - #122005:					1,999.58	1,999.58	
LIVINGSTON DAYCARE, LLC							
3407	LIVINGSTON DAYCARE, LLC	2020.10	Parking Lease Oct-Dec 2020	09/01/2020	2,700.00	2,700.00	09/22/2020
Total LIVINGSTON DAYCARE, LLC:					2,700.00	2,700.00	
LIVINGSTON ENTERPRISE							
146	LIVINGSTON ENTERPRISE	168521	ZONING PUBLIC HEARING	07/29/2020	68.25	68.25	09/02/2020
146	LIVINGSTON ENTERPRISE	168590	RESOLUTION 4901	07/31/2020	144.00	144.00	09/02/2020
146	LIVINGSTON ENTERPRISE	168591	RESOLUTION 4902	07/31/2020	114.00	114.00	09/02/2020
146	LIVINGSTON ENTERPRISE	168592	RESOLUTION 4903	07/31/2020	120.00	120.00	09/02/2020
146	LIVINGSTON ENTERPRISE	168594	RESOLUTION 4904	07/31/2020	84.00	84.00	09/02/2020
146	LIVINGSTON ENTERPRISE	168711	SPECIAL MEETING	08/07/2020	39.00	39.00	09/02/2020
146	LIVINGSTON ENTERPRISE	168984	SPECIAL MEETING CARES ACT	08/20/2020	35.75	35.75	09/02/2020
146	LIVINGSTON ENTERPRISE	169027	PUBLIC HEARING ZONING	08/21/2020	110.50	110.50	09/02/2020
146	LIVINGSTON ENTERPRISE	169219	RESOLUTION 4901	08/27/2020	78.00	78.00	10/05/2020
146	LIVINGSTON ENTERPRISE	169312	RESOLUTION 4919	08/31/2020	55.25	55.25	10/05/2020
146	LIVINGSTON ENTERPRISE	169437	ZONING PUBLIC HEARING	09/08/2020	39.00	39.00	10/05/2020
146	LIVINGSTON ENTERPRISE	169494	ORDINANCE 2088	09/11/2020	72.00	72.00	10/05/2020
146	LIVINGSTON ENTERPRISE	169550	PUBLIC NOTICE POLICE	09/14/2020	144.00	144.00	10/05/2020
146	LIVINGSTON ENTERPRISE	169560	CITY PLANNING	09/15/2020	42.25	42.25	10/05/2020
146	LIVINGSTON ENTERPRISE	169685	ZONING PUBLIC HEARING	09/18/2020	130.00	130.00	10/05/2020
146	LIVINGSTON ENTERPRISE	169686	CONSERVATION BOARD	09/18/2020	26.00	26.00	10/05/2020
146	LIVINGSTON ENTERPRISE	169740	PARKS AND TRAILS MEETING	09/22/2020	22.75	22.75	10/05/2020
146	LIVINGSTON ENTERPRISE	169819	ZONING PUBLIC HEARING	09/25/2020	113.75	113.75	10/05/2020
146	LIVINGSTON ENTERPRISE	169820	STRATEGIC PLAN	09/25/2020	48.00	48.00	10/05/2020
146	LIVINGSTON ENTERPRISE	2020.9	414 E CAL SUBSCRIPTION	09/01/2020	129.00	129.00	09/22/2020
146	LIVINGSTON ENTERPRISE	2020.9.6	414 E CAL SUBSCRIPTION	09/06/2020	129.00	129.00	09/30/2020
146	LIVINGSTON ENTERPRISE	468593	RESOLUTION 4904	07/31/2020	90.00	90.00	09/02/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LIVINGSTON ENTERPRISE:					1,834.50	1,834.50	
LIVINGSTON FIRE SERVICE, INC							
468	LIVINGSTON FIRE SERVICE, IN	AR000724	WATER TREAT EXTINGUISHER	08/28/2020	407.75	407.75	09/09/2020
468	LIVINGSTON FIRE SERVICE, IN	AR000725	Extinguisher maint	08/28/2020	98.55	98.55	09/22/2020
468	LIVINGSTON FIRE SERVICE, IN	AR000726	414 E CALLENDER EXTINGUSH	08/28/2020	32.85	32.85	09/09/2020
Total LIVINGSTON FIRE SERVICE, INC:					539.15	539.15	
LIVINGSTON HEALTH CARE							
55	LIVINGSTON HEALTH CARE	0017178	Patient Supplies	09/25/2020	42.05	42.05	09/30/2020
55	LIVINGSTON HEALTH CARE	0017325	Patient Supplies	09/10/2020	24.21	24.21	09/30/2020
55	LIVINGSTON HEALTH CARE	0017327	Patient Supplies	09/22/2020	285.20	285.20	09/30/2020
55	LIVINGSTON HEALTH CARE	17177	Patient Supplies	08/25/2020	42.05	42.05	09/02/2020
55	LIVINGSTON HEALTH CARE	4275245	Patient Supplies	08/20/2020	26.46	26.46	09/02/2020
55	LIVINGSTON HEALTH CARE	4282830	Patient Supplies	09/01/2020	463.17	463.17	09/09/2020
55	LIVINGSTON HEALTH CARE	4285845	Patient Supplies	09/04/2020	56.70	56.70	09/22/2020
Total LIVINGSTON HEALTH CARE:					939.84	939.84	
MACINNES, KEN							
3622	MACINNES, KEN	2020.8.29	REIMBURSE	08/29/2020	33.98	33.98	09/09/2020
Total MACINNES, KEN:					33.98	33.98	
MACON SUPPLY INC.							
3352	MACON SUPPLY INC.	959572	SPEED PLUG	09/24/2020	260.00	260.00	10/05/2020
Total MACON SUPPLY INC.:					260.00	260.00	
MARLIN BUSINESS BANK							
3651	MARLIN BUSINESS BANK	18411619	contract payment	09/23/2020	2,970.00	2,970.00	10/06/2020
Total MARLIN BUSINESS BANK:					2,970.00	2,970.00	
MASTERCARD							
3184	MASTERCARD	FETTERHOFF	Postage	09/01/2020	375.80	375.80	09/24/2020
3184	MASTERCARD	GLASS 2020_0	Toner Cartridge	09/01/2020	39.99	39.99	09/24/2020
3184	MASTERCARD	GRADY 2020_	service charges	09/01/2020	50.96	50.96	09/24/2020
3184	MASTERCARD	HAEFS 2020_0	Parts	09/01/2020	591.71	591.71	09/24/2020
3184	MASTERCARD	HARRINGTON	Office Supply	09/01/2020	491.93	491.93	09/24/2020
3184	MASTERCARD	HOFFMAN 202	Deep Freeze Maintenance	09/01/2020	782.79	782.79	09/24/2020
3184	MASTERCARD	HOLMES 2020	Renawal fee for generator	09/01/2020	49.99	49.99	09/24/2020
3184	MASTERCARD	JOHANSSON	Paper towels	09/01/2020	1,370.68	1,370.68	09/24/2020
3184	MASTERCARD	JOHNSON 202	Training	09/01/2020	1,846.30	1,846.30	09/24/2020
3184	MASTERCARD	KARDOES 202	Online video conferencing	09/01/2020	41.50	41.50	09/24/2020
3184	MASTERCARD	KINNICK 2020	Baseboard-Finance Office	09/01/2020	84.22	84.22	09/24/2020
3184	MASTERCARD	LAWELLIN 202	File Folders	09/01/2020	56.89	56.89	09/24/2020
3184	MASTERCARD	LOWY 2020_0	Recruitment	09/01/2020	572.74	572.74	09/24/2020
3184	MASTERCARD	MACINNIS 202	M4 Brake It	09/01/2020	5,733.65	5,733.65	09/24/2020
3184	MASTERCARD	PURKETT 202	Filing Tabs	09/01/2020	9.99	9.99	09/24/2020
3184	MASTERCARD	SCHNEIDER 2	Freshener	09/01/2020	2,251.93	2,251.93	09/24/2020
3184	MASTERCARD	SMITH 2020_0	Certifaction Renewal	09/01/2020	1,147.43	1,147.43	09/24/2020
3184	MASTERCARD	TARR 2020_08	Staff Name Tags	09/01/2020	3,516.16	3,516.16	09/24/2020
3184	MASTERCARD	WULF 2020_0	Eyeglass Kit for SCBA	09/01/2020	507.18	507.18	09/24/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MASTERCARD:					19,521.84	19,521.84	
MEBULBS-PREMIUM QUALITY LIGHTING							
10000	MEBULBS-PREMIUM QUALITY L	4052979-01	25WT26	09/18/2020	908.98	908.98	10/05/2020
Total MEBULBS-PREMIUM QUALITY LIGHTING:					908.98	908.98	
MICHAEL RYLES							
10002	MICHAEL RYLES	2020.8.13	JURY DUTY	08/13/2020	25.00	25.00	09/22/2020
Total MICHAEL RYLES:					25.00	25.00	
MIDWAY RENTAL, INC.							
3040	MIDWAY RENTAL, INC.	5-1250141	COUPLER	08/27/2020	32.40	32.40	09/09/2020
3040	MIDWAY RENTAL, INC.	5-1254918	ROCK RAKE	09/09/2020	316.20	316.20	10/05/2020
3040	MIDWAY RENTAL, INC.	5-1256739	Belt	09/10/2020	99.30	99.30	09/30/2020
3040	MIDWAY RENTAL, INC.	5-9233	CREDIT	09/10/2020	93.90-	93.90-	09/30/2020
Total MIDWAY RENTAL, INC.:					354.00	354.00	
MISC							
99999	MISC	2020.8	JURY DUTY	08/13/2020	12.00	12.00	09/22/2020
99999	MISC	2020.8.1	JURY DUTY	08/13/2020	12.00	12.00	09/22/2020
99999	MISC	2020.8.15	JURY DUTY	08/13/2020	12.00	12.00	09/22/2020
99999	MISC	2020.8.2	JURY DUTY	08/13/2020	12.00	12.00	09/22/2020
99999	MISC	2020.8.3	JURY DUTY	08/13/2020	12.00	12.00	09/22/2020
99999	MISC	2020.8.4	JURY DUTY	08/13/2020	12.00	12.00	09/22/2020
99999	MISC	2020.8.5	JURY DUTY	08/13/2020	12.00	12.00	09/22/2020
99999	MISC	2020.8.6	JURY DUTY	08/13/2020	12.00	12.00	09/22/2020
99999	MISC	2020.8.7	JURY DUTY	08/13/2020	12.00	12.00	09/22/2020
99999	MISC	2020.8.8	JURY DUTY	08/13/2020	12.00	12.00	09/22/2020
99999	MISC	2020.8.9	JURY DUTY	08/13/2020	12.00	12.00	09/22/2020
99999	MISC	2020.9	OVER PAYMENT ON ACCOUNT	09/09/2020	1,112.67	1,112.67	09/22/2020
99999	MISC	2020.9.17	OVER PAYMENT ON ACCOUNT	09/17/2020	76.54	76.54	09/22/2020
99999	MISC	2020.9.2	JURY DUTY	09/30/2020	12.00	12.00	10/06/2020
99999	MISC	2020.9.29	BAILIFF TK2020-0045	10/30/2020	65.00	65.00	10/06/2020
99999	MISC	2020.9.29.1	JURY DUTY	09/29/2020	25.00	25.00	10/06/2020
99999	MISC	2020.9.29.2	JURY DUTY	09/29/2020	25.00	25.00	10/06/2020
99999	MISC	2020.9.29.3	JURY DUTY	09/29/2020	25.00	25.00	10/06/2020
99999	MISC	2020.9.29.4	JURY DUTY	09/29/2020	25.00	25.00	10/06/2020
99999	MISC	2020.9.30	JURY DUTY	09/30/2020	25.00	25.00	10/06/2020
99999	MISC	2020.9.30.1	JURY DUTY	09/30/2020	25.00	25.00	10/06/2020
99999	MISC	2020.9.30.10	JURY DUTY	09/30/2020	12.00	12.00	10/06/2020
99999	MISC	2020.9.30.11	JURY DUTY	09/30/2020	12.00	12.00	10/06/2020
99999	MISC	2020.9.30.12	JURY DUTY	09/30/2020	12.00	12.00	10/06/2020
99999	MISC	2020.9.30.13	JURY DUTY	09/30/2020	12.00	12.00	10/06/2020
99999	MISC	2020.9.30.3	JURY DUTY	09/30/2020	12.00	12.00	10/06/2020
99999	MISC	2020.9.30.4	JURY DUTY	09/30/2020	12.00	12.00	10/06/2020
99999	MISC	2020.9.30.5	JURY DUTY	09/30/2020	12.00	12.00	10/06/2020
99999	MISC	2020.9.30.6	JURY DUTY	09/30/2020	12.00	12.00	10/06/2020
99999	MISC	2020.9.30.7	JURY DUTY	09/30/2020	12.00	12.00	10/06/2020
99999	MISC	2020.9.30.8	JURY DUTY	09/30/2020	12.00	12.00	10/06/2020
99999	MISC	2020.9.30.9	JURY DUTY	09/30/2020	12.00	12.00	10/06/2020
99999	MISC	TK2020-0191	Bond Release - J. Ek	09/17/2020	685.00	685.00	09/21/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MISC:					2,365.21	2,365.21	
MMIA							
278	MMIA	820012	August Deductible Recovery	09/09/2020	189.00	189.00	09/22/2020
Total MMIA:					189.00	189.00	
MOBILE REPAIR & WELDING, INC							
10	MOBILE REPAIR & WELDING, IN	31460	PLATES ON WALLS TRANSFER	08/31/2020	2,070.66	2,070.66	09/22/2020
10	MOBILE REPAIR & WELDING, IN	31496	Hand winch AUTOBRAKE	09/03/2020	550.00	550.00	09/22/2020
10	MOBILE REPAIR & WELDING, IN	31531	welding work	09/14/2020	140.00	140.00	09/22/2020
Total MOBILE REPAIR & WELDING, INC:					2,760.66	2,760.66	
MONTANA AIR CARTAGE							
3808	MONTANA AIR CARTAGE	83120	Courier Service	09/01/2020	183.00	183.00	09/22/2020
Total MONTANA AIR CARTAGE:					183.00	183.00	
MONTANA DEPT OF ENVIRONMENTAL							
2346	MONTANA DEPT OF ENVIRONM	512100573	Community Connection Fee	08/26/2020	7,576.00	7,576.00	09/22/2020
2346	MONTANA DEPT OF ENVIRONM	5R2000865	HOLMES-RENEWAL	05/05/2020	70.00	70.00	09/30/2020
2346	MONTANA DEPT OF ENVIRONM	5R2000967	HAEFS-RENEWAL	05/05/2020	30.00	30.00	09/30/2020
2346	MONTANA DEPT OF ENVIRONM	5R2001106	wHITMAN-RENEWAL	05/05/2020	30.00	30.00	09/30/2020
2346	MONTANA DEPT OF ENVIRONM	5R2001484	SMITH-RENEWAL	05/05/2020	40.00	40.00	09/30/2020
2346	MONTANA DEPT OF ENVIRONM	5R2001571	TOWNSEND-RENEWAL	05/05/2020	30.00	30.00	09/30/2020
Total MONTANA DEPT OF ENVIRONMENTAL:					7,776.00	7,776.00	
MONTANA INFRASTRUCTURE COALITION							
3658	MONTANA INFRASTRUCTURE	222031	Reg. fees and consul	07/31/2020	250.00	250.00	09/22/2020
Total MONTANA INFRASTRUCTURE COALITION:					250.00	250.00	
MONTANA LAW ENFORCEMENT ACADEMY							
642	MONTANA LAW ENFORCEMENT	20204	ONEILL-WALKER	08/26/2020	800.00	800.00	09/09/2020
Total MONTANA LAW ENFORCEMENT ACADEMY:					800.00	800.00	
MONTANA MUNICIPAL CLERKS, TREASURERS AND							
10002	MONTANA MUNICIPAL CLERKS,	2020.7.1	ANNUAL DUES-KINNICK	07/01/2020	50.00	50.00	09/02/2020
Total MONTANA MUNICIPAL CLERKS, TREASURERS AND:					50.00	50.00	
MONTANA RAIL LINK							
112	MONTANA RAIL LINK	456879	Agreement 456665	09/02/2020	200.00	200.00	09/22/2020
Total MONTANA RAIL LINK:					200.00	200.00	
MONTANA STATE LIBRARY							
1344	MONTANA STATE LIBRARY	2020.6.1	Shared Catalog Servi	06/01/2020	6,394.85	6,394.85	09/22/2020
Total MONTANA STATE LIBRARY:					6,394.85	6,394.85	
MOUNTAIN AIR SPORTS							
34	MOUNTAIN AIR SPORTS	10253	FLAG FOOTBALL	08/24/2020	656.00	656.00	09/22/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MOUNTAIN AIR SPORTS:					656.00	656.00	
MSU EXTENSION SERVICE							
3275	MSU EXTENSION SERVICE	2020.9.9	ECONOMIC & COMMUNITY DEV	09/09/2020	30,000.00	30,000.00	09/30/2020
Total MSU EXTENSION SERVICE:					30,000.00	30,000.00	
MT WATERWORKS							
3016	MT WATERWORKS	32892	SaDDLE	08/25/2020	4,476.63	4,476.63	09/09/2020
3016	MT WATERWORKS	33112	PARTS	09/17/2020	1,189.78	1,189.78	09/30/2020
3016	MT WATERWORKS	33156	Parts	09/21/2020	1,408.20	1,408.20	09/30/2020
Total MT WATERWORKS:					7,074.61	7,074.61	
MUNICIPAL CODE CORPORATION							
3058	MUNICIPAL CODE CORPORATI	00348162	Subscription 9/1/2020-9/30/2020	09/17/2020	150.00	150.00	09/30/2020
Total MUNICIPAL CODE CORPORATION:					150.00	150.00	
MUNICIPAL EMERGENCY SERVICES							
2604	MUNICIPAL EMERGENCY SERV	IN1489775	FLOW TEST	09/19/2020	229.68	229.68	09/09/2020
Total MUNICIPAL EMERGENCY SERVICES:					229.68	229.68	
MURDOCH'S RANCH & HOME SUPPLY							
3688	MURDOCH'S RANCH & HOME S	504644/37	Tool CHEST	09/25/2020	750.00	750.00	10/05/2020
3688	MURDOCH'S RANCH & HOME S	84/37	Tools	09/17/2020	218.47	218.47	09/30/2020
3688	MURDOCH'S RANCH & HOME S	K00293/37	Propane	08/31/2020	19.78	19.78	09/09/2020
3688	MURDOCH'S RANCH & HOME S	K00861/B	toolS	07/29/2020	60.46	60.46	09/02/2020
3688	MURDOCH'S RANCH & HOME S	K00909/B	SUPPLIES	08/12/2020	21.35	21.35	09/02/2020
3688	MURDOCH'S RANCH & HOME S	K00938/B	Propane	08/24/2020	21.05	21.05	09/02/2020
3688	MURDOCH'S RANCH & HOME S	K00943/37	PROPANE	08/25/2020	21.69	21.69	09/02/2020
3688	MURDOCH'S RANCH & HOME S	K00949/37	Propane	08/26/2020	18.50	18.50	09/02/2020
3688	MURDOCH'S RANCH & HOME S	K00962/37	CARBIDEHAMMER	09/01/2020	37.97	37.97	10/05/2020
3688	MURDOCH'S RANCH & HOME S	K01019/37	UTILITY FABRIC	09/17/2020	95.95	95.95	10/05/2020
3688	MURDOCH'S RANCH & HOME S	K01034/37	TOW HOOK	09/24/2020	116.96	116.96	10/05/2020
3688	MURDOCH'S RANCH & HOME S	K01039/37	AIR HOSE	09/25/2020	1,319.98	1,319.98	10/05/2020
3688	MURDOCH'S RANCH & HOME S	K01055/37	Tools	10/01/2020	760.25	760.25	10/06/2020
3688	MURDOCH'S RANCH & HOME S	K01067/37	ACRYLIC	10/05/2020	17.94	17.94	10/06/2020
Total MURDOCH'S RANCH & HOME SUPPLY:					3,480.35	3,480.35	
NAOMI KELLER							
10002	NAOMI KELLER	2020.8.31	TRAINING	08/31/2020	1,300.00	1,300.00	09/09/2020
Total NAOMI KELLER:					1,300.00	1,300.00	
NEVIN'S GLASS & WINDOWS							
490	NEVIN'S GLASS & WINDOWS	12058	RePAIR PATIO DOOR	08/31/2020	415.00	415.00	09/22/2020
Total NEVIN'S GLASS & WINDOWS:					415.00	415.00	
NORMONT EQUIPMENT							
12	NORMONT EQUIPMENT	23537	Asphalt Emulsion	09/02/2020	1,879.50	1,879.50	09/09/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total NORMONT EQUIPMENT:					1,879.50	1,879.50	
NORTHERN ENERGY							
59	NORTHERN ENERGY	3111073201	Tank Rent	08/31/2020	107.00	107.00	09/09/2020
Total NORTHERN ENERGY:					107.00	107.00	
NORTHWEST PIPE FITTINGS, INC							
423	NORTHWEST PIPE FITTINGS, I	5364960-1	MEGALUG	08/24/2020	98.49	98.49	09/09/2020
423	NORTHWEST PIPE FITTINGS, I	5364960-2	Parts	09/01/2020	98.49	98.49	09/22/2020
423	NORTHWEST PIPE FITTINGS, I	5398463	EPDM BALL VALVE	09/29/2020	57.56	57.56	10/06/2020
423	NORTHWEST PIPE FITTINGS, I	5398463-1	NIPPLE	10/01/2020	4.65	4.65	10/06/2020
Total NORTHWEST PIPE FITTINGS, INC:					259.19	259.19	
NORTHWESTERN ENERGY							
151	NORTHWESTERN ENERGY	0708370-2	8th & Park Sprinklers	01/15/2019	6.31	6.31	10/05/2020
151	NORTHWESTERN ENERGY	0709793-4	City Shop Building 50% 406 Benn	01/15/2019	247.74	247.74	09/22/2020
151	NORTHWESTERN ENERGY	0709794-2	WRF 316 Bennett	01/09/2019	300.20	300.20	09/22/2020
151	NORTHWESTERN ENERGY	0709796-7	97 View Vista Drive	01/15/2019	5.80	5.80	09/22/2020
151	NORTHWESTERN ENERGY	0709869-2	Carol Lane	01/15/2019	120.80	120.80	09/22/2020
151	NORTHWESTERN ENERGY	0709870-0	G Street Park - 422 S G	01/15/2019	73.97	73.97	09/22/2020
151	NORTHWESTERN ENERGY	0709871-8	Star Addition - Lights	01/15/2019	301.86	301.86	09/22/2020
151	NORTHWESTERN ENERGY	0709873-4	800 W Cambridge - Pump Station	01/15/2019	29.51	29.51	09/22/2020
151	NORTHWESTERN ENERGY	0709874-2	Werner Addition Pump	01/09/2018	1,650.71	1,650.71	09/22/2020
151	NORTHWESTERN ENERGY	0709875-9	900 River Drive Pump	01/09/2019	874.78	874.78	09/22/2020
151	NORTHWESTERN ENERGY	0709876-7	132 South B Street - B St Well	01/10/2019	2,240.17	2,240.17	09/22/2020
151	NORTHWESTERN ENERGY	0709877-5	200 E Reservoir (north side hill)	01/08/2019	1,467.36	1,467.36	10/05/2020
151	NORTHWESTERN ENERGY	0709878-3	227 River Drive - Concessions & li	01/10/2019	78.28	78.28	09/22/2020
151	NORTHWESTERN ENERGY	0709879-1	227 River Drive - Softball Field	01/10/2019	23.95	23.95	09/22/2020
151	NORTHWESTERN ENERGY	0709880-9	200 River Drive - Pool	01/10/2019	363.53	363.53	10/05/2020
151	NORTHWESTERN ENERGY	0709881-7	229 River Drive - Civic Center	01/10/2019	581.91	581.91	10/05/2020
151	NORTHWESTERN ENERGY	0709882-5	229 River Drive - Pump Civic Cent	01/17/2019	23.44	23.44	10/05/2020
151	NORTHWESTERN ENERGY	0709886-6	200 E Reservoir	01/15/2019	42.63	42.63	09/22/2020
151	NORTHWESTERN ENERGY	0709891-6	Cemetery Road Shop - 15 Fleshm	01/15/2019	16.59	16.59	09/22/2020
151	NORTHWESTERN ENERGY	0709892-4	40 Water Tower Avenue	01/15/2019	48.32	48.32	09/22/2020
151	NORTHWESTERN ENERGY	0709894-0	56 Water Tower	01/08/2019	394.77	394.77	09/22/2020
151	NORTHWESTERN ENERGY	0709914-6	1011 River Dr - Edge Water Sewe	01/09/2019	13.93	13.93	09/22/2020
151	NORTHWESTERN ENERGY	0719058-0	3 Rogers Lane Lift Station	01/09/2019	77.53	77.53	09/22/2020
151	NORTHWESTERN ENERGY	0719271-9	601 Robin Lane - Well	01/09/2019	2,802.15	2,802.15	10/05/2020
151	NORTHWESTERN ENERGY	0719272-7	4 Billman Lane - Well	01/09/2019	2,977.72	2,977.72	10/05/2020
151	NORTHWESTERN ENERGY	0719358-4	Street Lights - Livingston	01/16/2019	3,683.84	3,683.84	10/05/2020
151	NORTHWESTERN ENERGY	0719373-3	229 River Drive	01/15/2019	8.98	8.98	10/05/2020
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	452.84	452.84	09/22/2020
151	NORTHWESTERN ENERGY	0720113-0	229 River Drive - CC Building	01/10/2019	55.32	55.32	10/05/2020
151	NORTHWESTERN ENERGY	0720122-1	400 North M	01/15/2019	12.99	12.99	10/05/2020
151	NORTHWESTERN ENERGY	0720176-7	Weimer Park	01/15/2019	48.60	48.60	09/22/2020
151	NORTHWESTERN ENERGY	0802599-1	608 W Chinook	01/15/2019	46.40	46.40	10/05/2020
151	NORTHWESTERN ENERGY	0933715-5	710 W Callender	01/15/2019	41.50	41.50	10/05/2020
151	NORTHWESTERN ENERGY	1134866-1	N 2nd & Montana & Chinook	01/15/2019	49.77	49.77	09/22/2020
151	NORTHWESTERN ENERGY	1134879-4	N 7th & Montana & Chinook	01/15/2019	23.14	23.14	09/22/2020
151	NORTHWESTERN ENERGY	1155965-5	229 River Drive	01/15/2019	8.85	8.85	09/22/2020
151	NORTHWESTERN ENERGY	1290352-2	School Flasher Park & 13th	01/15/2019	8.78	8.78	09/22/2020
151	NORTHWESTERN ENERGY	1441030-2	D & Geyser Well House	01/10/2019	2,265.68	2,265.68	09/22/2020
151	NORTHWESTERN ENERGY	1452951-5	Starlow on Monroe	01/09/2019	248.99	248.99	09/22/2020
151	NORTHWESTERN ENERGY	1493850-0	412 W Callender	01/15/2019	57.07	57.07	09/22/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	1498936-2	I90 & 89S-ing	01/15/2019	5.80	5.80	09/22/2020
151	NORTHWESTERN ENERGY	1594141-2	9th & 10th Lift Station	01/09/2019	29.02	29.02	09/22/2020
151	NORTHWESTERN ENERGY	1613803-4	M & N on Callender	01/15/2019	51.17	51.17	09/22/2020
151	NORTHWESTERN ENERGY	1728687-3	Transfer Station 408 Bennett Stre	01/08/2019	497.56	497.56	09/22/2020
151	NORTHWESTERN ENERGY	1747570-8	D & E on Callender	01/15/2019	42.89	42.89	09/22/2020
151	NORTHWESTERN ENERGY	1747572-4	F & G on Callender	01/15/2019	25.66	25.66	09/22/2020
151	NORTHWESTERN ENERGY	1893530-4	600 W Park	01/15/2019	59.51	59.51	09/22/2020
151	NORTHWESTERN ENERGY	1893536-1	E Street & Alley	01/15/2019	32.92	32.92	09/22/2020
151	NORTHWESTERN ENERGY	1893541-1	18 W Park	01/15/2019	75.51	75.51	09/22/2020
151	NORTHWESTERN ENERGY	1906055-7	815 North 13th - Soccer Fields	01/16/2019	2.40	2.40	09/22/2020
151	NORTHWESTERN ENERGY	2020.9.10	110 S B 3120133-8	09/10/2020	149.82	149.82	09/22/2020
151	NORTHWESTERN ENERGY	2020.9.10.2	112 S B 3120134-6	09/10/2020	92.73	92.73	09/22/2020
151	NORTHWESTERN ENERGY	2020.9.25 101	101 Star Rd	09/09/2020	23.54	23.54	09/30/2020
151	NORTHWESTERN ENERGY	2023479-5	900 W Geyser Street School Light	01/15/2019	6.31	6.31	09/22/2020
151	NORTHWESTERN ENERGY	2023484-5	1100 W Geyser Street School Lig	01/15/2019	6.18	6.18	09/22/2020
151	NORTHWESTERN ENERGY	2114861-4	132 South B Street Lights	01/15/2019	151.66	151.66	09/22/2020
151	NORTHWESTERN ENERGY	2138754-3	G Street Park - Mike Webb Park	01/15/2019	288.54	288.54	09/22/2020
151	NORTHWESTERN ENERGY	2171060-3	Scale House 408 Bennett Street	01/15/2019	33.23	33.23	09/22/2020
151	NORTHWESTERN ENERGY	3015965-1	330 Bennett - Fire Training Center	01/15/2019	116.85	116.85	09/22/2020
151	NORTHWESTERN ENERGY	3093003-6	114 West Summit	01/15/2019	28.24	28.24	09/22/2020
151	NORTHWESTERN ENERGY	3093023-4	320 North Main	01/15/2019	3.20	3.20	09/22/2020
151	NORTHWESTERN ENERGY	3093027-5	105 West Park	01/15/2019	44.39	44.39	09/22/2020
151	NORTHWESTERN ENERGY	3141997-1	C & D on Lewis	01/15/2019	21.68	21.68	09/22/2020
151	NORTHWESTERN ENERGY	3184602-5	202 South 2nd	01/15/2019	13.05	13.05	09/22/2020
151	NORTHWESTERN ENERGY	3210240-2	616 River Drive	01/15/2019	5.92	5.92	09/22/2020
151	NORTHWESTERN ENERGY	3258086-2	2800 East Park Lift Station	01/15/2019	91.11	91.11	09/22/2020
151	NORTHWESTERN ENERGY	3258262-9	320 Alpenglow Lift Station	01/08/2019	112.43	112.43	09/22/2020
151	NORTHWESTERN ENERGY	3267010-1	330 Bennett - Compactor	01/08/2019	93.64	93.64	09/22/2020
151	NORTHWESTERN ENERGY	3287727-6	320 Alpenglow LN-	01/15/2019	41.36	41.36	09/22/2020
151	NORTHWESTERN ENERGY	3386783-9	Btwn G and H on Clark	01/15/2019	44.15	44.15	09/22/2020
151	NORTHWESTERN ENERGY	3386845-6	Btwn I and K on Callender	01/15/2019	35.93	35.93	09/22/2020
151	NORTHWESTERN ENERGY	3386846-4	Btwn 7th and 8th on Summit	01/15/2019	24.44	24.44	09/22/2020
151	NORTHWESTERN ENERGY	3506014-4	Brookstone/Elm	02/15/2019	4.85	4.85	09/22/2020
151	NORTHWESTERN ENERGY	3566038-0	114 East Callender	01/15/2019	16.72	16.72	09/22/2020
151	NORTHWESTERN ENERGY	3566039-8	115 East Lewis	01/15/2019	13.55	13.55	09/22/2020
151	NORTHWESTERN ENERGY	3585235-9	New WRF 316 Bennett	01/09/2019	13,721.37	13,721.37	09/22/2020
151	NORTHWESTERN ENERGY	3643752-3	115 East Clark	09/16/2019	19.91	19.91	09/22/2020
151	NORTHWESTERN ENERGY	3643753-1	112 East Clark	09/04/2019	30.19	30.19	09/22/2020
151	NORTHWESTERN ENERGY	3678204-3	502 River Dr. Pmp	10/16/2019	492.83	492.83	09/22/2020
151	NORTHWESTERN ENERGY	3725873-8	340 Bennett	12/12/2019	30.73	30.73	09/22/2020
151	NORTHWESTERN ENERGY	3753023-5	303 Bennett Street Transfer Statio	08/07/2020	92.81	92.81	09/22/2020
151	NORTHWESTERN ENERGY	3787060-7	Green Acres CLOSING BILL	08/14/2020	34.54	34.54	09/22/2020
151	NORTHWESTERN ENERGY	3787427-8	Green Acres Dist. 2A CLOSING B	08/14/2020	112.42	112.42	09/22/2020
Total NORTHWESTERN ENERGY:					38,597.47	38,597.47	
OPPORTUNITY BANK OF MONTANA							
3519	OPPORTUNITY BANK OF MONT	2020.10	Office Rent	09/15/2020	1,775.00	1,775.00	09/22/2020
Total OPPORTUNITY BANK OF MONTANA:					1,775.00	1,775.00	
O'REILLY AUTOMOTIVE, INC							
2437	O'REILLY AUTOMOTIVE, INC	1558-215878	Mini Bulb	09/03/2020	5.22	5.22	09/22/2020
Total O'REILLY AUTOMOTIVE, INC:					5.22	5.22	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PACIFIC STEEL & RECYCLING							
3743	PACIFIC STEEL & RECYCLING	7395905	PLATE	09/30/2020	470.72	470.72	10/06/2020
Total PACIFIC STEEL & RECYCLING:					470.72	470.72	
PARK COUNTY							
272	PARK COUNTY	1168	AUG G-TEC SVC (COL)	09/03/2020	66,384.67	66,384.67	09/22/2020
Total PARK COUNTY:					66,384.67	66,384.67	
PARK COUNTY CLERK & RECORDER							
1553	PARK COUNTY CLERK & RECO	02-2020	Filing Fee- Executive Order 2-202	09/09/2020	5.00	5.00	09/09/2020
1553	PARK COUNTY CLERK & RECO	2020.9.4	filing fee res. no 4922-ANNEX	09/04/2020	5.00	5.00	09/09/2020
Total PARK COUNTY CLERK & RECORDER:					10.00	10.00	
PARK COUNTY TREASURER - TECH							
1702	PARK COUNTY TREASURER - T	2020.8.27	AUG 2020 COLLECTIONS	08/27/2020	200.00	200.00	09/02/2020
1702	PARK COUNTY TREASURER - T	2020.9.14	SEPT 2020 COLLECTIONS	09/14/2020	160.00	160.00	09/30/2020
Total PARK COUNTY TREASURER - TECH:					360.00	360.00	
PARK COUNTY TREASURER/M.L.E.A.							
2156	PARK COUNTY TREASURER/M.	2020.8.27	AUG 2020 COLLECTIONS	08/27/2020	245.00	245.00	09/02/2020
2156	PARK COUNTY TREASURER/M.	2020.9.14	SEPT 2020 COLLECTIONS	09/14/2020	170.00	170.00	09/30/2020
Total PARK COUNTY TREASURER/M.L.E.A.:					415.00	415.00	
PARK COUNTY VICTIM WITNESS							
1544	PARK COUNTY VICTIM WITNES	2020.8.27	Aug 2020 collections	08/27/2020	460.00	460.00	09/02/2020
1544	PARK COUNTY VICTIM WITNES	2020.9.14	SEPT 2020 COLLECTIONS	09/14/2020	353.00	353.00	09/30/2020
Total PARK COUNTY VICTIM WITNESS:					813.00	813.00	
PICKLE BARREL							
10002	PICKLE BARREL	2020.9.4	RESTITUTION ORDER	09/04/2020	108.35	108.35	09/09/2020
Total PICKLE BARREL:					108.35	108.35	
PRESTIGE WORLDWIDE TECHNOLOGIES LLC							
3807	PRESTIGE WORLDWIDE TECH	1379270	MATERIALS	08/28/2020	2,882.05	2,882.05	09/22/2020
Total PRESTIGE WORLDWIDE TECHNOLOGIES LLC:					2,882.05	2,882.05	
QUILL CORPORATION							
694	QUILL CORPORATION	9864284	CASE 8.5X11	08/24/2020	67.98	67.98	09/22/2020
694	QUILL CORPORATION	9947253	RULED PADS	08/26/2020	25.98	25.98	09/22/2020
Total QUILL CORPORATION:					93.96	93.96	
RAYMOND M WRIGHT III							
10002	RAYMOND M WRIGHT III	2020.9.1	CONSULTANT	09/01/2020	6,000.00	6,000.00	09/09/2020
Total RAYMOND M WRIGHT III:					6,000.00	6,000.00	
REDSTONE LEASING							
3842	REDSTONE LEASING	2020.10	Copier Lease 24 OF 60	09/01/2020	203.07	203.07	09/22/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3842	REDSTONE LEASING	2020.11	Copier Lease 25 OF 60	10/01/2020	203.07	203.07	10/06/2020
Total REDSTONE LEASING:					406.14	406.14	
REPUBLIC SERVICES #670							
10000	REPUBLIC SERVICES #670	0670-0002301	DISPOSAL/RECYCLING	08/31/2020	96,204.59	96,204.59	09/22/2020
Total REPUBLIC SERVICES #670:					96,204.59	96,204.59	
RICK'S REFRIGERATION, INC.							
3023	RICK'S REFRIGERATION, INC.	18028	AC REPAIR	09/01/2020	657.62	657.62	09/30/2020
Total RICK'S REFRIGERATION, INC.:					657.62	657.62	
RIVER BEND THREADS							
2299	RIVER BEND THREADS	2278	cLOTHING	08/17/2020	560.00	560.00	09/09/2020
Total RIVER BEND THREADS:					560.00	560.00	
RIVERSIDE HARDWARE LLC							
3659	RIVERSIDE HARDWARE LLC	110257	KEY	08/03/2020	2.00	2.00	09/09/2020
3659	RIVERSIDE HARDWARE LLC	110451	FILTERS	08/04/2020	298.42	298.42	09/09/2020
3659	RIVERSIDE HARDWARE LLC	110565	FILTERS	08/05/2020	105.84	105.84	09/09/2020
3659	RIVERSIDE HARDWARE LLC	110794	BULB	08/07/2020	5.58	5.58	09/09/2020
3659	RIVERSIDE HARDWARE LLC	111314	REFUND	08/12/2020	23.94-	23.94-	09/09/2020
3659	RIVERSIDE HARDWARE LLC	111559	PAINT SUPPLIES	08/14/2020	142.59	142.59	09/09/2020
3659	RIVERSIDE HARDWARE LLC	111588	PAINT SUPPLIES	08/14/2020	18.98	18.98	09/09/2020
3659	RIVERSIDE HARDWARE LLC	112123	HANGERS	08/20/2020	8.99	8.99	09/09/2020
3659	RIVERSIDE HARDWARE LLC	112604	BATTERIES	08/25/2020	9.99	9.99	09/09/2020
3659	RIVERSIDE HARDWARE LLC	112720	TAPE	08/26/2020	6.99	6.99	09/09/2020
Total RIVERSIDE HARDWARE LLC:					575.44	575.44	
RON AND SONS PAINTING							
3417	RON AND SONS PAINTING	2020.9.4	Lot Cleanup-CONSTELLATION &	09/04/2020	250.00	250.00	10/05/2020
Total RON AND SONS PAINTING:					250.00	250.00	
SALT LAKE WHOLESALE SPORTS							
2213	SALT LAKE WHOLESALE SPOR	62772	Ammunition	08/27/2020	228.00	228.00	09/22/2020
Total SALT LAKE WHOLESALE SPORTS:					228.00	228.00	
SCHROETLIN, PHILIP							
3730	SCHROETLIN, PHILIP	2020.8.26	reimb	08/26/2020	20.48	20.48	09/09/2020
Total SCHROETLIN, PHILIP:					20.48	20.48	
SENSIT TECHNOLOGIES LLC							
10001	SENSIT TECHNOLOGIES LLC	0296550-IN	REPAIR GAS MONITOR	08/27/2020	1,046.40	1,046.40	09/22/2020
Total SENSIT TECHNOLOGIES LLC:					1,046.40	1,046.40	
STAFFORD ANIMAL SHELTER							
1439	STAFFORD ANIMAL SHELTER	2020.8	AUGUST BOARDING	09/01/2020	1,961.25	1,961.25	09/22/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total STAFFORD ANIMAL SHELTER:					1,961.25	1,961.25	
STORY DISTRIBUTING							
3353	STORY DISTRIBUTING	071743	Diesel 730G	08/04/2020	1,297.94	1,297.94	09/22/2020
3353	STORY DISTRIBUTING	072306	Diesel 500G	08/13/2020	896.00	896.00	09/22/2020
3353	STORY DISTRIBUTING	073447	Diesel 600G	08/21/2020	1,084.20	1,084.20	09/09/2020
3353	STORY DISTRIBUTING	074295	Diesel 175G	08/28/2020	316.93	316.93	09/22/2020
3353	STORY DISTRIBUTING	074855	Diesel 400G	09/03/2020	741.60	741.60	09/22/2020
Total STORY DISTRIBUTING:					4,336.67	4,336.67	
SWANDALL LAW PLLC							
10000	SWANDALL LAW PLLC	5602	JURY TRIAL	08/31/2020	112.50	112.50	09/22/2020
10000	SWANDALL LAW PLLC	5709	PRO TEM JUDGE	09/30/2020	25.00	25.00	10/06/2020
Total SWANDALL LAW PLLC:					137.50	137.50	
SWS Equipment							
10000	SWS Equipment	0126534-IN	MINI JOYSTICK	09/21/2020	1,582.38	1,582.38	09/22/2020
Total SWS Equipment:					1,582.38	1,582.38	
TARR, MARGARET							
3586	TARR, MARGARET	2020.9.16	REIMBURSEMENT	09/16/2020	42.74	42.74	09/30/2020
Total TARR, MARGARET:					42.74	42.74	
TD&H ENGINEERING, INC							
3390	TD&H ENGINEERING, INC	21322.C	cREDIT OVERPAYMENT	06/26/2020	272.00-	272.00-	09/30/2020
3390	TD&H ENGINEERING, INC	21953	20-085 I&I STUDY	07/13/2020	51,048.83	51,048.83	09/09/2020
3390	TD&H ENGINEERING, INC	22020	B15-081 ENGINEERING SERVIC	07/16/2020	1,888.80	1,888.80	09/09/2020
3390	TD&H ENGINEERING, INC	22021	B19-107 CIP PHASE VI-VII	07/16/2020	7,330.00	7,330.00	09/09/2020
3390	TD&H ENGINEERING, INC	22373	20-085 I&I STUDY	08/13/2020	13,353.50	13,353.50	09/09/2020
3390	TD&H ENGINEERING, INC	22415	B15-081 ENGINEERING SERVIC	08/17/2020	1,239.25	1,239.25	09/09/2020
3390	TD&H ENGINEERING, INC	22416	B15-081 ENGINEERING SERVIC	08/17/2020	4,031.00	4,031.00	09/09/2020
3390	TD&H ENGINEERING, INC	22417	B19-107 CIP PHASE VI-VII	08/17/2020	29,641.35	29,641.35	09/09/2020
3390	TD&H ENGINEERING, INC	22750	20-085 I&I STUDY	09/15/2020	9,891.35	9,891.35	09/30/2020
3390	TD&H ENGINEERING, INC	22881	cLARENCE ST WELL DEQ APPR	09/17/2020	6,479.30	6,479.30	10/06/2020
3390	TD&H ENGINEERING, INC	22882	NW LIVINGSTON ROAD ASSES	09/17/2020	816.00	816.00	10/06/2020
3390	TD&H ENGINEERING, INC	22883	2020 CIP CONSTRUCTION ADMI	09/17/2020	29,664.20	29,664.20	10/06/2020
Total TD&H ENGINEERING, INC:					155,111.58	155,111.58	
THOMAS RYAN							
10002	THOMAS RYAN	2020.8.13	JURY DUTY	08/13/2020	25.00	25.00	09/22/2020
Total THOMAS RYAN:					25.00	25.00	
THOMSON REUTERS - WEST							
2823	THOMSON REUTERS - WEST	842931754	Information Char	09/01/2020	303.50	303.50	09/09/2020
2823	THOMSON REUTERS - WEST	843097121	Information Char	10/01/2020	303.50	303.50	10/06/2020
Total THOMSON REUTERS - WEST:					607.00	607.00	
TISCHLERBISE, INC.							
10000	TISCHLERBISE, INC.	2020900026	IMPACT FEE STUDY	12/28/2019	2,384.00	2,384.00	09/02/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total TISCHLERBISE, INC.:					2,384.00	2,384.00	
TOWN & COUNTRY FOODS - LIVINGSTON							
2595	TOWN & COUNTRY FOODS - LI	127	PT SUPPLIES	09/11/2020	74.97	74.97	09/30/2020
2595	TOWN & COUNTRY FOODS - LI	2020.8.25	Station Supplies	08/25/2020	43.12	43.12	09/02/2020
2595	TOWN & COUNTRY FOODS - LI	2020.8.28	Station Supplies	08/28/2020	6.19	6.19	09/09/2020
2595	TOWN & COUNTRY FOODS - LI	29	Station Supplies	09/29/2020	16.38	16.38	10/06/2020
2595	TOWN & COUNTRY FOODS - LI	7	Training Supply	09/24/2020	14.97	14.97	09/30/2020
2595	TOWN & COUNTRY FOODS - LI	96	Training Supply	09/21/2020	21.22	21.22	09/30/2020
Total TOWN & COUNTRY FOODS - LIVINGSTON:					176.85	176.85	
TOWN PUMP WEST							
10002	TOWN PUMP WEST	2020.9.22	FLACK-RESTITUTION	09/22/2020	8.23	8.23	09/30/2020
Total TOWN PUMP WEST:					8.23	8.23	
TRANSUNION RISK & ALTERNATIVE							
3376	TRANSUNION RISK & ALTERNA	380349-20200	investigative research	09/01/2020	64.50	64.50	09/22/2020
Total TRANSUNION RISK & ALTERNATIVE:					64.50	64.50	
TRI-COUNTY HEATING & COOLING							
757	TRI-COUNTY HEATING & COOLI	143689	FUSE LINK	09/10/2020	505.47	505.47	09/30/2020
Total TRI-COUNTY HEATING & COOLING:					505.47	505.47	
US BANK EQUIPMENT FINANCE							
10001	US BANK EQUIPMENT FINANCE	423442011	LIBRARY CONTRACT	09/04/2020	258.67	258.67	09/22/2020
Total US BANK EQUIPMENT FINANCE:					258.67	258.67	
UTILITIES UNDERGROUND LOCATION							
3472	UTILITIES UNDERGROUND LO	0085090	Excavation Notifications	08/31/2020	194.68	194.68	09/09/2020
3472	UTILITIES UNDERGROUND LO	0095090	Excavation Notifica	09/30/2020	127.17	127.17	10/06/2020
Total UTILITIES UNDERGROUND LOCATION:					321.85	321.85	
VERIZON WIRELESS							
879	VERIZON WIRELESS	9862404735	SEPT 2020 CELLPHONES	09/08/2020	566.44	566.44	09/30/2020
879	VERIZON WIRELESS	9862404736	SEPT 2020 CELLPHONES	09/08/2020	579.35	579.35	09/30/2020
Total VERIZON WIRELESS:					1,145.79	1,145.79	
WASTEQUIP, LLC.							
10000	WASTEQUIP, LLC.	7126499	ROLL-OFF BINS	09/21/2020	15,731.00	15,731.00	10/05/2020
Total WASTEQUIP, LLC.:					15,731.00	15,731.00	
WESTERN DRUG							
1396	WESTERN DRUG	291096	Patient Supplies	09/01/2020	57.28	57.28	09/09/2020
1396	WESTERN DRUG	295412	Glucometer	09/30/2020	20.99	20.99	10/06/2020
Total WESTERN DRUG:					78.27	78.27	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WHISTLER TOWING, LLC							
3237	WHISTLER TOWING, LLC	10204	OLDSMOBILE	08/26/2020	75.00	75.00	09/09/2020
3237	WHISTLER TOWING, LLC	10207	95 HONDA CIVIC	09/09/2020	75.00	75.00	09/22/2020
3237	WHISTLER TOWING, LLC	10208	85 FORD RANGER	09/09/2020	75.00	75.00	09/22/2020
3237	WHISTLER TOWING, LLC	10873	PONTIAC	08/24/2020	75.00	75.00	09/09/2020
3237	WHISTLER TOWING, LLC	11566	CHEVY	08/19/2020	75.00	75.00	09/09/2020
3237	WHISTLER TOWING, LLC	4580	1997 PETERBULT	08/18/2020	2,482.83	2,482.83	09/02/2020
3237	WHISTLER TOWING, LLC	4633	2006 INTERNATIONAL	08/18/2020	213.29	213.29	09/09/2020
3237	WHISTLER TOWING, LLC	4707	M3 AC RECHARGE	09/03/2020	300.53	300.53	09/22/2020
3237	WHISTLER TOWING, LLC	4736	M3 REPAIR	09/15/2020	978.11	978.11	09/30/2020
3237	WHISTLER TOWING, LLC	4800	1995 KEN	09/24/2020	47.50	47.50	10/05/2020
Total WHISTLER TOWING, LLC:					4,397.26	4,397.26	
WISPWEST.NET							
2087	WISPWEST.NET	584851	Civic Center	09/01/2020	50.12	50.12	09/09/2020
2087	WISPWEST.NET	591699	Internet	10/01/2020	50.12	50.12	10/06/2020
Total WISPWEST.NET:					100.24	100.24	
WITMER PUBLIC SAFETY GROUP,INC.							
2629	WITMER PUBLIC SAFETY GRO	E1992969	TRAINING MANIKINS	09/02/2020	1,629.64	1,629.64	09/09/2020
2629	WITMER PUBLIC SAFETY GRO	E1998314	GEAR BAGS	09/23/2020	180.76	180.76	09/30/2020
Total WITMER PUBLIC SAFETY GROUP,INC.:					1,810.40	1,810.40	
YARD GUARD							
10002	YARD GUARD	5864	FALL FERTILIZER	09/23/2020	58.00	58.00	09/30/2020
Total YARD GUARD:					58.00	58.00	
Grand Totals:					639,242.17	639,242.17	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

File Attachments for Item:

C. PLEDGED SECURITIES SEPTEMBER 2020

DEPOSITORY BONDS AND SECURITIES
September 30, 2020

	<u>MATURITY</u>	<u>CUSIP NO.</u>	<u>TOTAL AMOUNT PLEGDED</u>
FIRST INTERSTATE BANK			
All Accounts			
Federal Deposit Insurance Corporation			\$ 250,000.00
FCOR	6/4/2027	3133ELF82	2,000,000.00
FNNT	3/25/2037	3136B43E6	3,844,574.95
TOTAL - First Interstate Bank			<u>\$ 6,094,574.95</u>
OPPORTUNITY BANK			
All Accounts			
Federal Deposit Insurance Corporation			\$ 250,000.00
Montgomery County PA	10/1/2027	613579Z20	490,000.00
TOTAL - Opportunity Bank			<u>\$ 740,000.00</u>

PLEGGED SECURITIES AND CASH IN BANK
As of
September 30, 2020

First Interstate Bank

	<u>Total</u>
Cash & CD's on Deposit	\$ 6,302,709.53
FDIC Coverage	250,000.00
Amount Remaining	<u>6,052,709.53</u>
Pledges required @ 50%	3,026,354.77
Actual Amount of Pledges	5,844,574.95
Over (Under) Pledged	<u><u>\$ 2,818,220.19</u></u>

PLEGGED SECURITIES AND CASH IN BANK
As of
September 30, 2020

Opportunity Bank of Montana

	<u>Total</u>
Cash & CD's on Deposit	\$ 471,584.32
FDIC Coverage	250,000.00
Amount Remaining	<u>221,584.32</u>
Pledges required @ 50%	110,792.16
Actual Amount of Pledges	490,000.00
Over (Under) Pledged	<u><u>\$ 379,207.84</u></u>

File Attachments for Item:

SHANNON HOLMES, PUBLIC WORKS DIRECTOR PRESENTS STORM WATER, THE FORGOTTEN UTILITY.

STORMWATER: THE FORGOTTEN UTILITY

CITY OF LIVINGSTON STORMWATER MANAGEMENT PLAN



STORMWATER...

WHAT IS IT?

PRECIPITATION

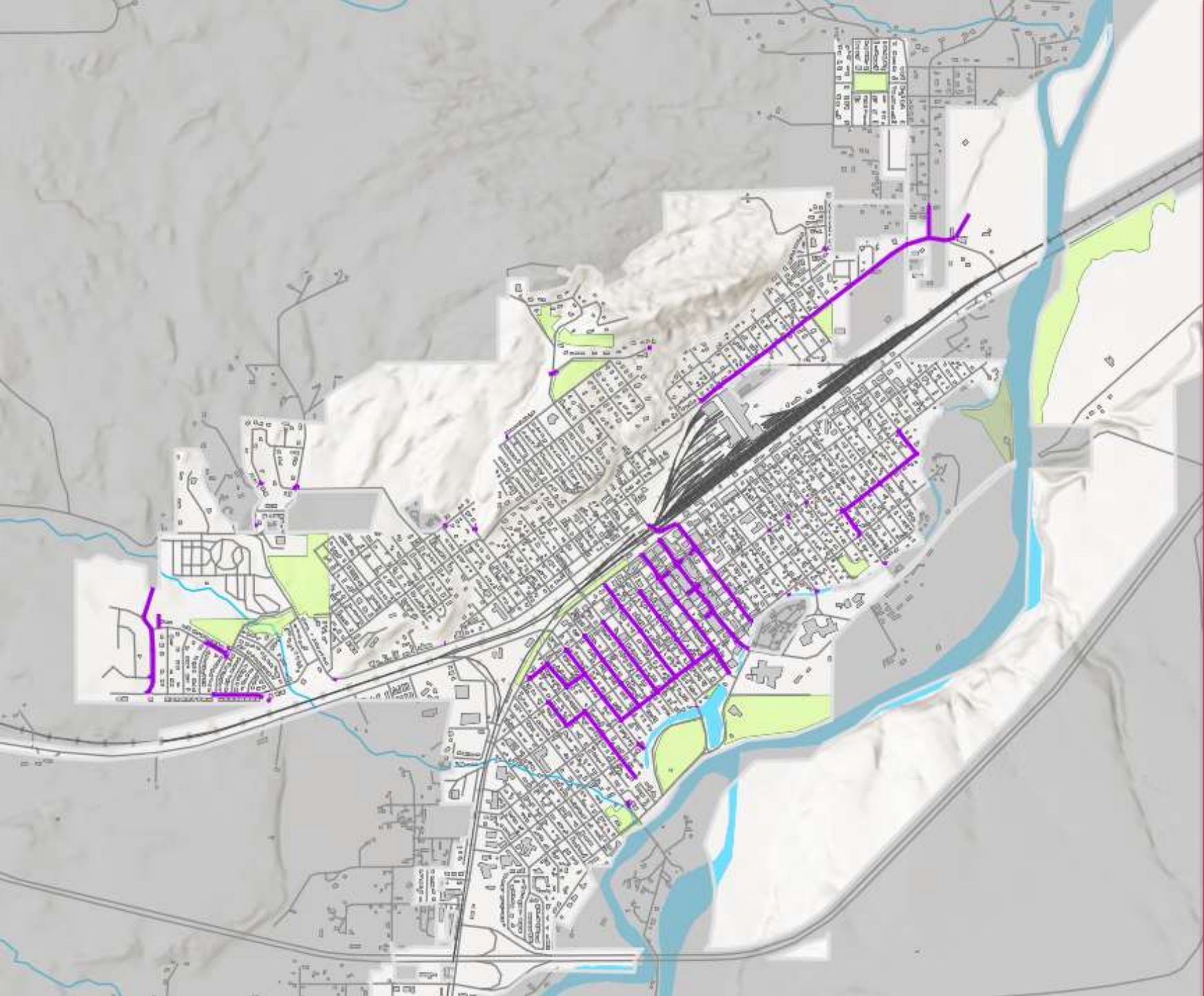
& RUN-OFF

FLESHMAN CREEK
BILLMAN CREEK
LIVINGSTON DITCH
YELLOWSTONE RIVER



WHY IS **STORMWATER** IMPORTANT TO US?





OUR
STORMWATER
SYSTEM
TODAY



FLOODED
B STREET
UNDERPASS



SPRING RUNOFF
ON WEST
SUMMIT STREET



SNOWMELT IN
ALLEY BETWEEN
N. 8TH STREET &
N. 9TH STREET



PARK STREET
NEAR TOWN &
COUNTRY FOODS



SLEEPING
GIANT SCHOOL
ROUNABOUT



S. I STREET &
GEYSER STREET
INTERSECTION



W. LEWIS STREET
& S. 5TH STREET
INTERSECTION



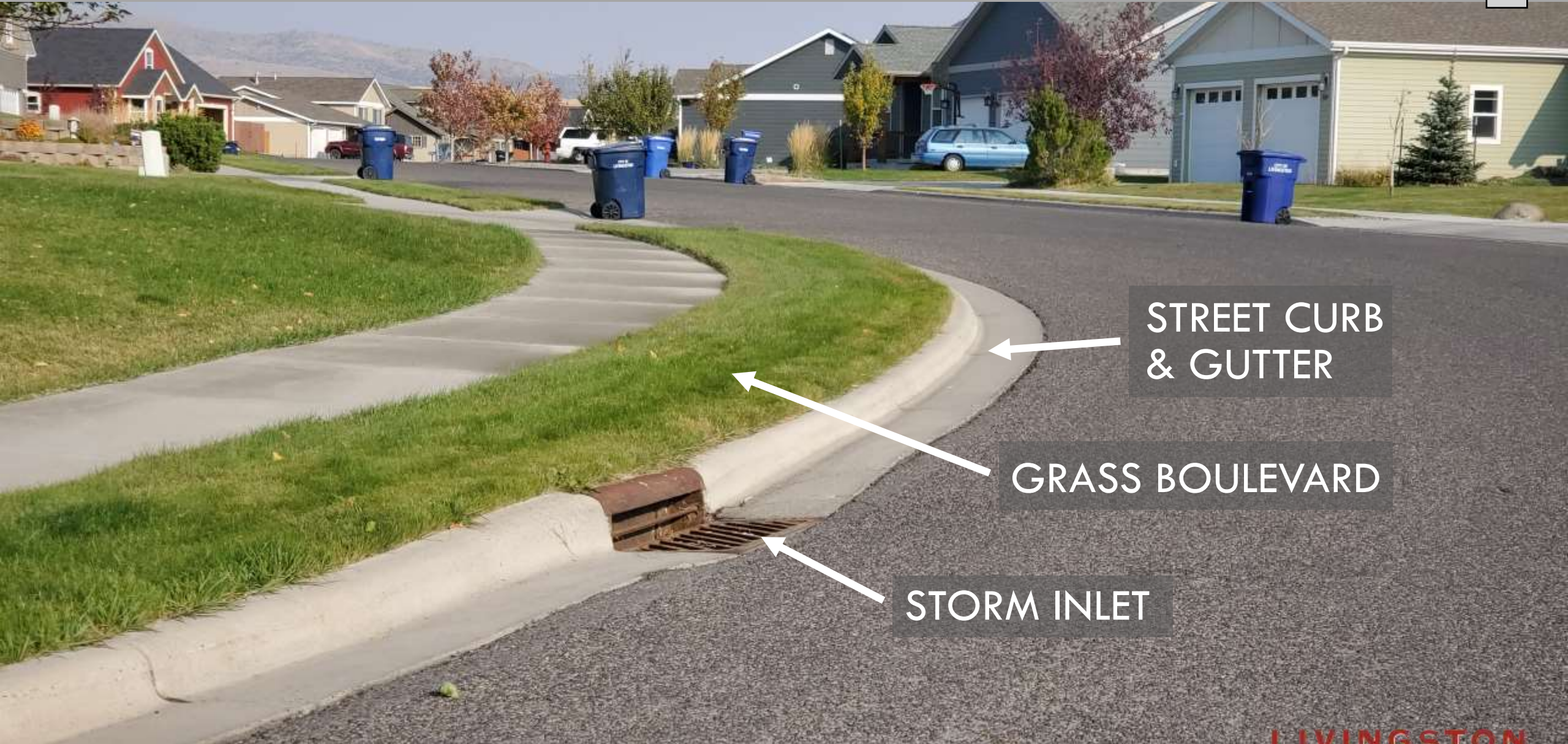
S. K STREET &
GEYSER STREET
INTERSECTION



CALLENDER STREET
& S. 8TH STREET
INTERSECTION



CONTINUE TO INSTALL NEW STORMWATER **INFRASTRUCTURE**



STREET CURB & GUTTER

GRASS BOULEVARD

STORM INLET

ROOF DRAIN
DOWNSPOUT



SIDEWALK CHASE



STREET CURB
& GUTTER





CULVERT



SWALE

DETENTION POND

CULVERT INLET



MONTANA DEQ **MS4**
REQUIREMENTS & THE SWMP

MINIMUM
POPULATION **10,000**
OF RESIDENTS

2020 Census Estimate = 8,150

COSTS

VS

INCOME

MAINTENANCE

+

OPERATION COSTS

+

CAPITAL PROJECTS

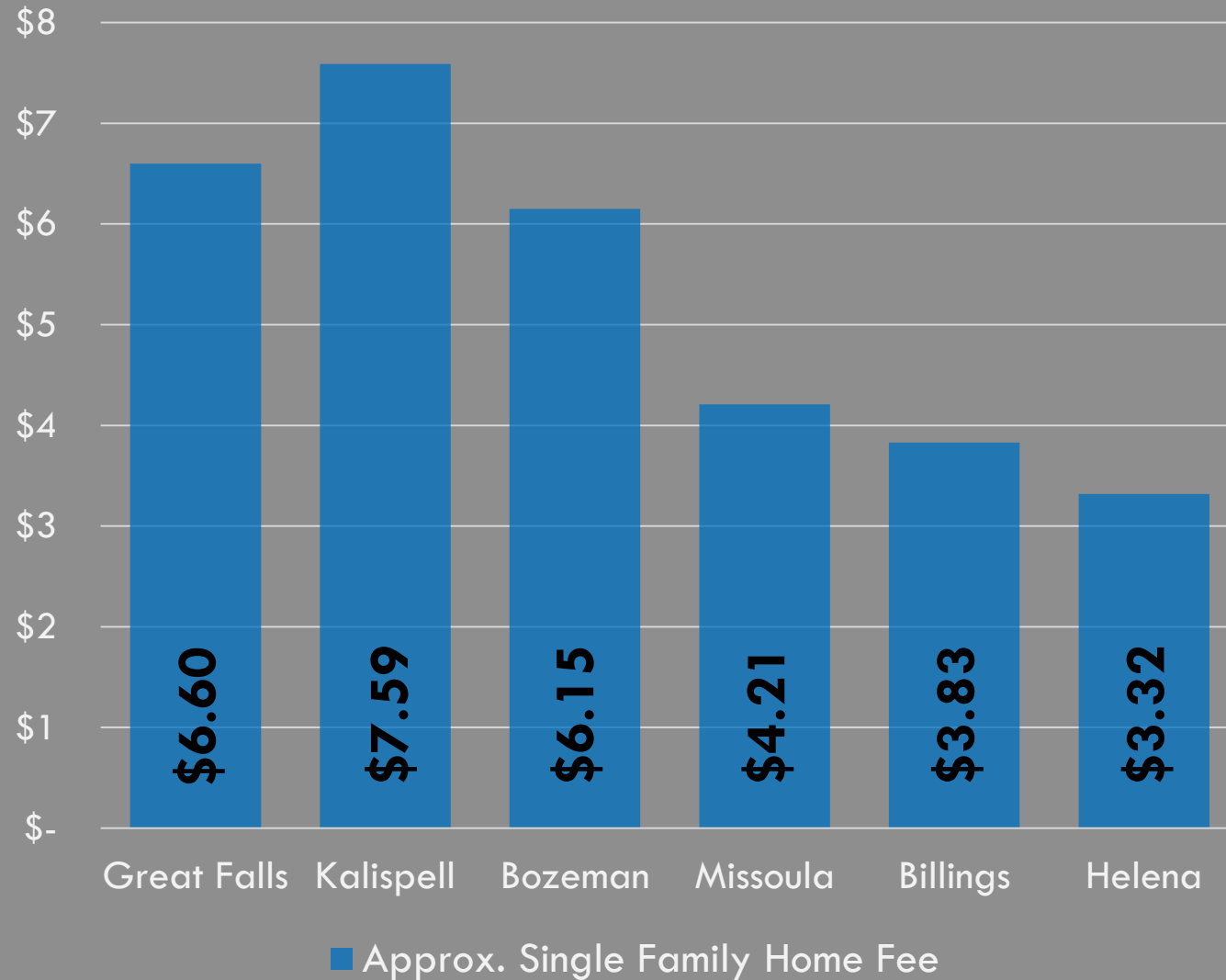
IMPACT FEES

+

MONTHLY FEES

Starting Goal = **\$300,000** / year

Average Monthly Storm Water Utility Fees In Montana



MISSOULA FEE MODEL

VS

BOZEMAN FEE MODEL

MISSOULA

SINGLE FAMILY HOME AVERAGES 9.5 TRIPS/DAY

TRIP FEE = $\$0.25 \times 9.5 \text{ TRIPS} \times 1 \text{ UNIT} = \2.38

TOTAL MONTHLY FEE = $\$4 + \$2.38 = \mathbf{\$6.38}$

5-UNIT CONDO AVERAGES 4.1 TRIPS/DAY/UNIT

TRIP FEE = $\$0.25 \times 4.1 \text{ TRIPS/DAY/UNIT} \times 5 \text{ UNITS} = \5.13

TOTAL MONTHLY FEE = $\$4 + \$5.13 = \mathbf{\$9.13}$

A 2,500 SF GYM AVERAGES 30.3 TRIPS/DAY/1000 SF

TRIP FEE = $\$0.25 \times 30.3 \text{ TRIPS/DAY/1000 SF} \times 2500 \text{ SF/1000 SF} = \18.94

TOTAL MONTHLY FEE = $\$4 + \$18.94 = \mathbf{\$22.94}$

BOZEMAN

AVERAGE IMPERVIOUS AREA = 2,700 FT² = 1 ERU

OLDER SINGLE FAMILY HOME

$$\$3.36 + (1 \text{ ERU} \times \$2.70) - \$0 = \mathbf{\$6.06}$$

SINGLE FAMILY HOME

$$\$3.36 + (1 \text{ ERU} \times \$2.70) - (1 \text{ ERU} \times \$1.26 \text{ CREDIT}) = \mathbf{\$4.80}$$

NEW DEVELOPMENT 16,200 FT² COMMERCIAL BUILDING

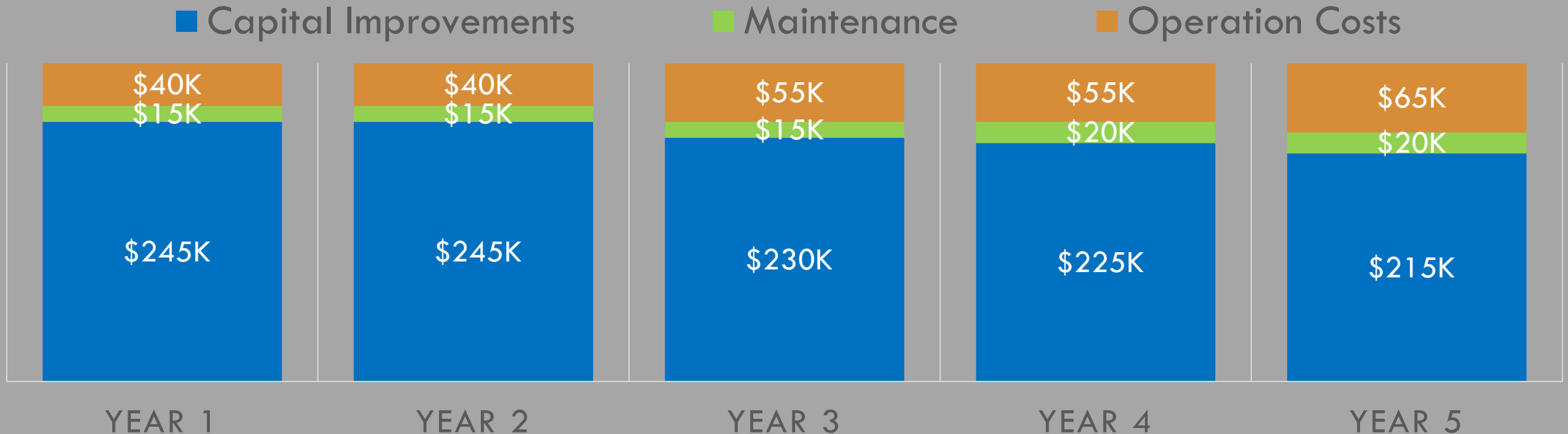
$$16,200 \text{ FT}^2 \div 2,700 \text{ FT}^2 = 6 \text{ ERU}$$

$$(1 \text{ METER} \times \$3.36) + (6 \text{ ERU} \times \$2.70) - (6 \text{ ERU} \times \$1.26 \text{ CREDIT}) = \mathbf{\$12.00}$$

3,783 RESIDENCES & 354 COMMERCIAL ENTITIES

SINGLE FAMILY RESIDENTIAL CHARGE \$5.00
AVERAGE COMMERCIAL CHARGE \$12.50
ESTIMATED IMPACT FEES \$20,000

TOTAL ANNUAL INCOME
\$300,000



RECENT IMPROVEMENT COSTS

2018 CIP STORM WATER INFRASTRUCTURE **\$185,018**

2019 CIP STORM WATER INFRASTRUCTURE **\$291,616**

2020 CIP STORM WATER INFRASTRUCTURE **\$138,660**

PROPOSED IMPROVEMENTS

B STREET RAILROAD CROSSING

\$195,456.90

SOUTH K STREET & EAST GEYSER STREET

\$157,819.39

SOUTH 2ND STREET & WEST GEYSER STREET

\$107,254.36

PROPOSED PLAN
OF ACTION

5

Step Process



Stormwater management
is our responsibility...

QUESTIONS?

THANK YOU

CREDITS

- TITLE PAGE PHOTO: [HTTPS://WWW.ISRAELNATIONALNEWS.COM/NEWS/NEWS.ASPX/272216](https://www.israelnationalnews.com/news/news.aspx/272216)
- STORM INLET PHOTO: [HTTPS://WWW.WESTERNCITY.COM/ARTICLE/STORMWATER-ORPHANED-UTILITY](https://www.westerncity.com/article/stormwater-orphaned-utility)
- BOY ON BIKE IN RAIN PHOTO: [HTTPS://WWW.FLICKR.COM/PHOTOS/IWONAPODLASINSKA/29247857646](https://www.flickr.com/photos/iwonapodlasinska/29247857646)
- ELK PHOTO: [HTTPS://WWW.VISITGARDINERMT.COM/ITEM/239-FROM-PARADISE-TO-PARK-TAKING-THE-SCENIC-ROUTE-TO-GARDINER-MONTANA](https://www.visitgardinermt.com/item/239-from-paradise-to-park-taking-the-scenic-route-to-gardiner-montana)
- RAFTER PHOTO: [HTTPS://WWW.ORVIS.COM/S/TOP-10-TROUT-RIVERS-TO-FISH-IN-MONTANA/14653](https://www.orvis.com/s/top-10-trout-rivers-to-fish-in-montana/14653)
- TROUT PHOTO: [HTTPS://WWW.EIKOJONESPHOTOGRAPHY.COM/NGG_TAG/FISHING/NGGALLERY/PAGE/2](https://www.eikojonesphotography.com/ngg_tag/fishing/nggallery/page/2)
- IRRIGATION CHANNEL PHOTO: [HTTPS://WWW.SONNYTODDREALESTATE.COM/PROPERTY/DETAILS/335530](https://www.sonnnytoddrealestate.com/property/details/335530)
- EMIGRANT PEAK PHOTO: [HTTPS://MISSOULIAN.COM/NEWS/STATE-AND-REGIONAL/LARGE-SECTION-OF-YELLOWSTONE-RIVER-CLOSED-TO-ALL-RECREATION-DUE-TO-PARASITE/ARTICLE_E8C97ECC-EC96-5B51-BFFA-25D60FB7D9B5.HTML](https://missoulian.com/news/state-and-regional/large-section-of-yellowstone-river-closed-to-all-recreation-due-to-parasite/article_e8c97ecc-ec96-5b51-bffa-25d60fb7d9b5.html)
- FLOODED UNDERPASS: [HTTP://ARCHIVES.ETYPESERVICES.COM/LIVINGSTON1/MAGAZINE93256/PUBLICATION/MAGAZINE93256.PDF](http://archives.etypeservices.com/livingston1/magazine93256/publication/magazine93256.pdf)
- FLOODED LIVINGSTON PHOTOS: [HTTPS://WWW.LIVINGSTONENTERPRISE.COM/CONTENT/WATER-WOES](https://www.livingstonenterprise.com/content/water-woes) & TD&H COL STORM DRAINAGE REPORT & [HTTPS://NBCMONTANA.COM/NEWS/LOCAL/LIVINGSTON-FLOODING-PROMPTS-STATE-OF-EMERGENCY](https://nbcmontana.com/news/local/livingston-flooding-prompts-state-of-emergency)
- CURB PHOTO: [HTTPS://WWW.ISTOCKPHOTO.COM/PHOTO/WATER-FLOWING-ALONG-THE-STREET-CURB-DURING-HEAVY-RAIN-GM982223150-266716408](https://www.istockphoto.com/photo/water-flowing-along-the-street-curb-during-heavy-rain-gm982223150-266716408)
- INLET PHOTO: [HTTPS://SWEETS.CONSTRUCTION.COM/SWTS_CONTENT_FILES/35264/800871.PDF](https://sweets.construction.com/swts_content_files/35264/800871.pdf)
- STORM PIPE NETWORK PHOTO: CITY OF LIVINGSTON PROJECT MANAGER PHOTO OF 2020 CIP
- LOCAL STORMWATER FEATURE PHOTOS: CITY OF LIVINGSTON PROJECT MANAGER
- CITY OF LIVINGSTON PHOTO & EMIGRANT PEAK PHOTO: KEELIA JO PHOTOGRAPHY
- CITY OF LIVINGSTON DOWNTOWN PHOTO: [HTTPS://WWW.COLLECTIVEQUARTERLY.COM/BLOG/2015/4/30/ABASORKA-STORY-THREE](https://www.collectivequarterly.com/blog/2015/4/30/abasorka-story-three)
- MONTANA STATE SHAPE IMAGE: MONTANA DEQ STORM WATER PLAN
- MISSOULA STORM WATER FEES: [HTTPS://WWW.CI.MISSOULA.MT.US/2341/UTILITY-RATES](https://www.ci.missoula.mt.us/2341/utility-rates)
- BOZEMAN STORM WATER FEES: [HTTPS://WWW.BOZEMAN.NET/GOVERNMENT/STORMWATER/LEARN-ABOUT-MY-UTILITY-BILL](https://www.bozeman.net/government/stormwater/learn-about-my-utility-bill)
- MONTANA MS4 REQUIREMENTS: [HTTPS://DEQ.MT.GOV/PORTALS/112/WATER/WPB/MPDES/STORMWATER/PDF/2017_MTR04000MS4_FACT_SHEET.PDF](https://deq.mt.gov/portals/112/water/wpb/mpdes/stormwater/pdf/2017_MTR04000MS4_FACT_SHEET.PDF)

File Attachments for Item:

ORDINANCE NO. 2089: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE NO. 1968, 1972 AND 2041 AS CODIFIED BY CHAPTER 24 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED DEVELOPMENT IMPACT FEES.

ORDINANCE NO. 2089

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE NO. 1968, 1972 AND 2041 AS CODIFIED BY CHAPTER 24 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED DEVELOPMENT IMPACT FEES.

Preamble.

The purpose of this Ordinance is to prescribe the procedure whereby those who cause an increase in service demand shall pay an impact fee as set forth in this Chapter for the purpose of providing the public facilities and system improvements needed to serve such demand.

WHEREAS, the City of Livingston initially adopted impact fees in 2006; and

WHEREAS, on August 18, 2020 the City of Livingston accepted a new study which reviewed the impact fee program of the City; and

WHEREAS, in order to implement the recommendations in the newest report, Chapter 24 of the Livingston Municipal Code requires updating.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Livingston, Montana, that Ordinances No. 1968, 1972 and 2041 as codified in Chapter 24 of the Livingston Municipal Code be and the same is hereby amended with additions underlined and deletions struck through, as follows:

SECTION I.

Chapter 24 - DEVELOPMENT IMPACT FEE

Sec. 24-1. - Title and purpose.

The provisions of this Chapter shall be known as the City of Livingston development impact fee ordinance. The purpose of these regulations is to prescribe the procedure whereby those who cause an increase in service demand shall pay an impact fee as set forth in this Chapter for the purpose of providing the public facilities and system improvements needed to serve such demand. It is further the purpose of this Chapter to:

- A. Ensure that adequate facilities are available to serve new growth and development;
- B. Promote orderly growth and development by establishing uniform standards by which the City may require that those who benefit from new growth and development pay a

proportionate share of the cost of new public facilities needed to serve new growth and development;

- C. Ensure that those who benefit from new growth and development are required to pay no more than their proportionate share of the cost of public facilities needed to serve new growth and development and to prevent duplicate and ad hoc development requirements;
- D. Collect and expend development impact fees pursuant to the enabling powers granted by the provision of the Montana Development Impact Fee Act, Title 7, Chapter 6, Montana Code Annotated (MCA);
- E. Provide the legal and procedural basis for the implementation of development impact fees within the City; and
- F. Ensure that any capital improvement funded wholly or in part with impact fee revenue ~~shall first be included in an approved capital improvements plan that lists the capital improvements that may be funded with impact fee revenues as well as the estimated costs and projected timing for each improvement~~ expands the capacity of the City of Livingston infrastructure or systems.

(Ord. 1968, 4/3/06; Ord. 1972, 7/17/06)

Sec. 24-2. - Definitions.

As used in this Title, the following words and terms shall have the following meanings, unless another meaning is plainly intended:

"Building Official" means Director of the Building Department, who shall be the City staff person having responsibility for administration and enforcement of this Chapter.

"Building permit" means the permit required for new construction and additions pursuant to this Code.

"Capital improvements" means improvements, land and equipment with a useful life of ten (10) years or more that increase or improve the service capacity of a public facility. The term does not include consumable supplies.

"Capital improvements plan" means the plan adopted and amended by the City pursuant to the provision of the Development Impact Fee Act, Sections 7-6-1601 to 7-6-1604, MCA that identifies capital improvements for which development impact fees may be used as a funding source.

"City" means the City of Livingston, a municipal corporation duly organized pursuant to the laws of the State of Montana.

"Connection charge" means the actual cost of connecting a property to a public utility system and is limited to the labor, materials, and overhead involved in making connections and installing meters.

"Development" means construction, renovation, or installation of a building or structure, a change in use of a building or structure, or a change in the use of land when the construction, installation, or other action creates additional demand for public facilities.

"Development approval" means any written duly authorized document from the City which authorizes the commencement of a development.

"Development impact fee" means a payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development. This term is also referred to as an impact fee in this Chapter. The term does not include the following:

1. A charge or fee to pay the plan review, or inspection cost associated with permits required for development;
2. Connection or hookup charges;
3. Charges for drainage, sewer, water or transportation facilities provided directly to the development;
4. Amounts collected from a developer in a transaction in which the City has incurred expenses in constructing capital improvements for the development if the owner or developer has agreed to be financially responsible for the construction or installation of the capital improvements, unless a written agreement is made pursuant to Section 7-6-1603, MCA, for credit or reimbursement; or
5. Charges made for extraordinary impacts as provided herein.

"Development Impact Fee Advisory Committee" or "DIFAC". The City Commission has appointed the Livingston Development Impact Fee Committee to perform all statutory responsibilities of this Committee pursuant to ~~SB-185 and~~ Title 7, Chapter 6, MCA.

"Development requirement" means a requirement attached to a developmental approval or other governmental action approving or authorizing a particular development project, which requirement compels the payment, dedication or contribution of goods, services, land or money as a condition of approval.

"Director" See definition of "Building Official."

"Fee payer" means that person who pays or is required to pay a developmental impact fee.

"Finance Officer" means the Head of the City's Finance Department, or his or her designated agent.

"Governmental entity" means a County, City, town or consolidated government.

"Gross floor area" means the sum of the areas of the several floors of the building or structure, including areas used for human occupancy or required for the conduct of business or use, as measured from the exterior faces of the walls. It does not include cellars, unenclosed porches, or attics when not used for human occupancy, nor any floor space in an accessory building intended or designed for the parking of motor vehicles in order to meet any City parking requirements, nor nonresidential facilities; arcades, porticoes, and similar open areas which are located at or near street level, which are accessible to the general public, and which are not designed or used as sales, display, storage, service or production areas.

"Growth Policy" means the current growth policy adopted by the City Commission in accordance with Montana State Law.

"Impact Fee". See definition of "Development Impact Fee."

“Inflation Adjustment”. The effects of capital project cost inflation are managed by two (2) methods: (1) escalate costs in the capital improvement program annually to account for inflation; and (2) adjust impact fees annually using a nationally recognized standard.

"Land use assumptions" means a description of the projections of land usage, densities, intensities and population within the City over at least a ten (10) year period.

"Level of service" means a measure of the relationship between service capacity and service demand for public facilities.

"Present value" means the total current monetary value of past, present, or future payments, contributions, or dedications of goods, services, materials, construction or money.

"Project" means a particular development on an identified parcel of land.

“Project Improvements”. In contrast to system improvements, project improvements are site improvements and facilities that are planned and designed to provide service for a particular development project and are necessary for the use and the convenience of the occupants or users of the project.

"Proportionate share" means that portion of the cost of capital system improvements that reasonably relates to the service demands and needs of the project. A proportionate share must take into account the limitations provided in Section 7-6-1602, MCA.

"Public facilities" means those types of improvements described in Section 7-6-1601(7), MCA, including the following:

1. Water supply production, treatment, storage or distribution facility;
2. A wastewater collection, treatment or disposal facility;
3. A transportation facility, including roads, streets, bridges, rights-of-way, traffic signals, landscaping, [active transportation](#); and any local component of a State or Federal highway;
4. A stormwater collection, retention, detention, treatment or disposal facility or a flood control facility;
5. A police, emergency medical rescue or fire protection facility;
6. Parks, open space and recreation areas and related capital improvements; and
7. Other facilities for which documentation is prepared as provided by Section 7-6-1602, Montana Code, that have been approved as part of an impact fee ordinance or resolution by a two-thirds (2/3) majority of the governing body.

"Report" means the [current impact fee study accepted by the Livingston City Commission](#).~~report entitled “Impact Fee Study” Livingston, Montana” dated March, 2006, addendums to the report as modified by the Stahly Engineering update of April, 2012. “Service Area Repot and Impact Fee Study” dated October 15, 2020.~~

“Service Areas”. Unless otherwise identified by an adopted study by the City, the impact service areas are established as the incorporated area of the City. Impact fees shall be assessed only on development located within the service area.

"Service unit" means a standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements.

"Strategic Plan" means the current "City of Livingston Organization Strategic Plan" approved by the City Commission or equivalent.

"System improvements," in contrast to project improvements, means capital improvements to public facilities which are designed to provide service to an area.

"System improvements costs" means costs incurred for construction or reconstruction of system improvements, including design, acquisition, engineering and other costs attributable thereto, and also including, without limitation, the type of costs described in Section 7-6-1601 et seq., MCA, to provide additional public facilities needed to service new growth and development. For clarification, system improvements costs do not include:

1. Construction, acquisition or expansion of public facilities other than capital improvements identified in the capital improvements plan;
2. Repair, operation or maintenance of existing or new capital improvements;
3. Upgrading, updating, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
4. Upgrading, updating, expanding or replacing existing capital improvements to provide better service to existing development;
5. Administrative and operating costs of the City unless such costs are attributable to development of the capital improvements plan, as provided in Section 7-6-1601(5)(a), MCA; or
6. Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the City to finance capital improvements identified in the capital improvements plan.

"Units of development" means a quantifiable increment of development activity measured in terms of dwelling units, square footage or other appropriate measurements contained in the impact fee schedule or incorporated in the "Report."

(Ord. 1968, 4/3/06; Ord. 1972, 7/17/06; Ord. No. [2041](#), § 1, 9/4/12)

Sec. 24-3. - Application.

- A. The provisions of this Chapter shall apply uniformly to those who benefit from new growth and development except as provided below.
- B. The provisions of this Chapter shall not apply to the following:
 1. Rebuilding the same amount of floor space of a structure which was destroyed by fire or other catastrophe, providing the structure is rebuilt and ready for occupancy within two (2) years of its destruction;
 2. Remodeling or repairing a structure which does not increase the number of service units;

- 3. Replacing a residential unit, including a modular building or manufactured/mobile home, with another residential unit on the same lot, provided that the number of service units does not increase;
 - 4. Placing a temporary construction trailer or office on a lot;
 - 5. Constructing an addition on a residential structure which does not increase the number of service units;
 - 6. Adding uses that are typically accessory to residential uses, such as tennis courts, a private clubhouse, or accessory buildings in a residential zone, unless it can be clearly demonstrated that the use creates a significant impact on the capacity of system improvements;
 - 7. Upon demonstration by fee payer by documentation such as utility bills and tax records, the installation of a modular building or manufactured/mobile home ~~or recreational vehicle~~ on that same lot or space for which a development impact fee has been paid previously, and as long as there is no increase in service units.
- C. The City may impose impact fees on behalf of local districts (Section 7-6-1603(b), MCA).
 - D. The City may recoup cost of excess capacity in existing capital facilities, when the excess capacity has been provided in anticipation of the needs of new development, by requiring impact fees for that portion of the facilities constructed for future users. The need to recoup costs for excess capacity must have been documented pursuant to Section 7-6-1602, MCA, in a manner that demonstrates the need for the excess capacity (Section 7-6-1603(3), MCA).
 - E. The City may accept the dedication of land or the construction of public facilities in lieu of payment of impact fees if they are documented in accordance with Section 7-6-1603(4), MCA. Such acceptance of dedication in lieu of impact fee payment shall be at the sole discretion of the City Commission.
 - F. The City may impose impact fees for remodeling, rehabilitation, rebuilding, or other improvements to an existing structure if there is an increase in service unit demand. Only the net increase between the old and new demand may be imposed (Section 7-6-1603(5), MCA).

(Ord. 1968, 4/3/06; Ord. 1972, 7/17/06)

Sec. 24-4. - Collection of impact fee.

- A. The development impact fee shall be paid and collected at the time of issuance of a building permit, or at such time as there is a change of use to a different use which requires a larger impact fee (under such circumstance, the difference in the impact fees will be collected).
- B. No building permit or other equivalent City approval shall be issued for "development" as herein defined unless the impact fee is paid pursuant to this Chapter.
- C. In the case of mobile home parks or any other development, which constitutes multiple parcels for lease (subdivision by rent or lease), all development impact fees for the entire project will be paid prior to any of the lease sites being occupied. This does not relieve the owner of a mobile home from the requirement of obtaining permits for the placement and moving of the home.

D. In the event payment is dishonored, the City shall have all lawful remedies, including, but not necessarily limited to, the withholding of utility services, the imposition of liens pursuant to law, the withholding of other City approvals required for the development of other properties owned by the fee payer, and the issuance of "stop work" orders, and the revocation or suspension of the building permit.

(Ord. 1968, 4/3/06; Ord. 1972, 7/17/06)

Sec. 24-5. - Capital/system improvement projects.

The capital/system improvement projects to be financed by the impact fees are those as listed in the "Report," incorporated herein by reference along with all footnotes, exhibits, appendices, and other attachments referenced therein, including, but not limited to, the City of Livingston ~~capital improvements plan~~ [Strategic Plan and Growth Policy](#).

(Ord. 1968, 4/3/06; Ord. 1972, 7/17/06)

Sec. 24-6. - Calculation of impact fee—documentation required.

- A. Existing Condition of Facilities. The existing condition of facilities will be described in the City's planning studies, annual budget or capital improvement program. If included as an impact fee-funded facility.
- B. Level of Service Standards. Level of service descriptions and standards vary among the categories of public services included in impact fees. In general, "level of service" means a qualitative measure describing operational conditions within a public service category. Current levels of service are the collective product of historical practices, government regulations, the "Report," operating budgets and planning studies. New development will be provided the same level of service as existing users within each of the following categories:
 1. Police/911;
 2. Fire/EMS;
 3. Parks and recreation;
 4. Transportation;
 5. Water system;
 6. Sewer system;
 7. Other categories as necessary.
- C. Forecasts future additional needs for service. Forecasts for additional needs will be described in the City's planning studies, annual budget or capital improvement program for a defined period.
- D. Capital Improvements Needed for Continued Operation and Maintenance of the Facility. Capital improvements necessary to meet operation and maintenance requirements will be presented as part of the City's annual budget process.

- E. Multiple Service Areas. Where justified, the City will make a determination whether one (1) or more service areas are necessary to correlate impact fees to benefits.
- F. Impact Fee Methodology. The report ~~entitled "Impact Fee Study, City of Livingston, Montana" dated March, 2006, as modified by the Stahly update "Service Area Repot and Impact Fee Study" dated October 15, 2020~~ establishes the methodology and time period over which the City will assign the proportionate share of capital costs for expansion of a facility to provide service to new development within each service area.
- G. Exclusion of Operations and Maintenance Costs. The annual City operating budget establishes the methodology that the City will use to exclude operations and maintenance costs and correction of existing deficiencies from the impact fee.
- H. Impact Fee Imposed. The City shall establish the amount of the impact fee that will be imposed for each unit of increased service demand by resolution adopted pursuant to this Chapter.

(Ord. 1968, 4/3/06; Ord. 1972, 7/17/06; Ord. No. [2041](#), § 1, 9/4/12)

Sec. 24-7. - Calculation of impact fee.

- A. Procedure. The City shall calculate the amount of the impact fee due for each building permit, or change in use, by the procedure set forth in the ~~report "Report"~~ within thirty (30) days of submittal of complete permit plans for residential development and within sixty (60) days of submittal of complete permit plans for commercial development.
- B. Validity. The calculation of a development impact fee shall be in accordance with generally accepted accounting principles. A development impact fee shall not be deemed invalid because payment of the fee may result in incidental benefit to owners or developers within the City, other than the person paying the fee.
- C. Basis, Public Facilities. A development impact fee shall be calculated on the basis of levels of service for public facilities adopted in this Chapter and in the ~~report "Report"~~ that are applicable to existing development as well as new growth and development. The construction, improvement, expansion or enlargement of new or existing public facilities for which a development impact fee is imposed must be attributable to the capacity demands generated by the new development.
- D. Mixed Uses. If the development for which a building permit is sought contains a mix of uses, the impact fee will be calculated for each type of development or use.
- ~~E. Individual Assessment. Individual assessment of impact fees is permitted in situations where the fee payer can demonstrate by clear and convincing evidence that the established fee is inappropriate.~~
 - ~~1. Application. Individual assessments of development impact fees may be made by application to the Director of the Building Department, prior to receiving building permits, site development permits, manufactured/mobile home installation permits, or other necessary approvals from the City. The Director shall evaluate such individual assessments under the guidelines provided for in subsection (E)(4) of this Section. If the~~

~~guidelines are met, the individual assessments shall be approved by the Director and forwarded to the City Commission for their information.~~

- ~~2.— Late Applications. Late applications for individual assessments may be submitted within thirty (30) days after the receipt of a building permit only if the fee payer makes a showing that the facts supporting such application were not known or discoverable prior to receipt of a building permit and that the undue hardship would result if said application is not considered.~~
- ~~3.— Decision. The Director shall render a written decision regarding the individual assessment and forward it to the City Commission within thirty (30) days of the date a complete application is submitted. The decision of the Director, or his or her duly designated agent, shall establish the impact fee for the project in question for a period of one (1) year from the date said decision becomes final.~~
- ~~4.— Conditions to be Met. The Director, or his or her duly designated agent, shall evaluate an application for individual assessment and may approve the same if the fee payer has shown by clear and convincing evidence that the established impact fee is inappropriate and that the following facts and conditions exist:

 - ~~a.— Exceptional or extraordinary circumstances or conditions apply to the development that do not apply generally to other properties in the vicinity of the development.~~
 - ~~b.— An individual assessment is necessary for the reasonable and acceptable development of the property.~~
 - ~~c.— The approval of the individual assessment will not be materially detrimental to the public welfare or injurious to property in the vicinity in which the development is located.~~
 - ~~d.— The approval of the individual assessment will not adversely affect the capital improvements plan of the City.~~~~
- ~~5.— Appeals of the Director's Decisions. Determination of individual assessment shall be appealed to the DIFAC by the filing of a written appeal with the Building Department within thirty (30) days of the date of mailing, faxing or personal delivery of written notice of the decision of the Director. Final determination regarding individual assessments shall be made by the DIFAC.~~

~~F. E.~~ Modification. The City Commission may modify the impact fee schedule by resolution as allowed by law.

(Ord. 1968, 4/3/06; Ord. 1972, 7/17/06)

Sec. 24-8. - General methodology for calculation.

A. Methodology. The amount of the impact fee shall be calculated using the methodology contained in the report. ~~entitled the "Impact Fee Study, City of Livingston, Montana" dated March, 2006, as modified by the Stahly update "Service Area Report and Impact Fee Study" dated October 15, 2020~~

- B. Basis, System Improvements Costs. A development impact fee shall not exceed a proportionate share of the cost of system improvements determined in accordance with Section 7-6-1602, MCA. Development impact fees shall be based on actual system improvements costs or reasonable estimates of such costs.
- C. Fee Schedule. A developer shall have the right to elect to pay a project's proportionate share of system improvements costs by payment of development impact fees according to the fee schedule as full and complete payment of the development project's proportionate share of system improvements costs, except as provided in Section 7-6-1603, MCA. The schedule of development impact fees for various land users per unit of development shall be ~~as set forth in based on the report. "Report" as a table entitled "Development Fee Schedule" for each area of study, or per addenda to that report.~~ and established by separate Resolution of the City Commission.
- D. Proportionate Share Determination.
 - 1. All development impact fees shall be based on a reasonable and fair formula or method under which the development impact fee imposed does not exceed a proportionate share of the costs incurred or to be incurred by the City in the provision of system improvements to serve the new development. The formula for assessment of impact fees is set forth in the "Report." The proportionate share is the costs attributable to the new development after the City considers the following:
 - a. Any appropriate credit, offset or contribution of money, dedication of land or construction of system improvements;
 - b. Payments reasonably anticipated to be made by or as a result of a new development in the form of user fees, debt service payments, or taxes which are dedicated for system improvements for which development impact fees would otherwise be imposed; and
 - c. All other available sources of funding such system improvements.
 - 2. In determining the proportionate share of the cost of system improvements to be paid by the developer, the following factors shall be considered by the City:
 - a. The cost of existing system improvements within the City;
 - b. The means by which existing system improvements have been financed;
 - c. The extent to which the new development will contribute to the cost of system improvements through taxation, assessments, or developer or landowner contributions, or has previously contributed to the cost of system improvements through developer or landowner contributions;
 - d. The extent to which the new development is required to contribute to the cost of existing system improvements in the future;
 - e. The extent to which the new development should be credited for providing system improvements, without charge to other properties within the City;
 - f. The time and price differential inherent in a fair comparison of fees paid at different times; and

- g. The availability of other sources of funding system improvements, including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation. The City shall develop a plan for alternative sources of revenue, which shall include, but not necessarily be limited to, plans generated during the City's annual budget process, lobbying efforts, tax increment financing and implementation of user fees.
- E. On or before July 1st of the second year in which impact fees are in effect, the Director shall calculate and present to the City Commission an inflation adjustment factor for specific public facilities identified in the report. ~~"Report." The "Report" cites those public facilities where inflation factors were not included in the capital improvement program schedule.~~ The inflationary adjustment factor is defined as the United States Department of Labor's Consumer Price Index for all Urban Customers, ~~West Urban~~ Mountain Division Region, All Goods or CPI-U Mountain. On each adjustment date of each year thereafter, the impact fee amounts shall be automatically adjusted to account for the inflationary impacts by multiplying the then existing impact fees by the inflationary adjustment factor.

(Ord. 1968, 4/3/06; Ord. 1972, 7/17/06; Ord. No. 2041, § 1, 9/4/12)

Sec. 24-9. - Administration of impact fee.

- A. Transfer of Funds to Finance Officer. Upon receipt of impact fees, the Finance Officer shall be responsible for placement of such funds into separate accounts as hereinafter specified. All such funds shall be deposited in interest-bearing accounts, within the capital project fund, in a bank authorized to receive deposits of City funds. Interest earned by each account shall be credited to that account and shall be used solely for the purposes specified for funds of such account.
- B. Establishment and Maintenance of Accounts. The Finance Officer shall establish separate accounts and maintain records for each such account.
- C. Maintenance of Records. The Finance Officer shall maintain and keep accurate financial records for each such account that shall show the source and disbursement of all revenues; that shall account for all monies received; that shall ensure that the disbursement of funds from each account shall be used solely and exclusively for the provision of projects specified in 24-1(F) in the capital improvements plan; and that shall provide an annual accounting for each impact fee account showing the source and amount of all funds collected and the projects that were funded.
- D. Spending. Development impact fees shall only be spent for the category of system improvements for which the fees are collected.
- E. Review and Modification. As a minimum the City will review the report in accordance with MCA 7-6-1602. ~~Unless the City Commission deems some other time period is appropriate, the City shall at least once every two (2) years commencing from the date of the original adoption of the capital improvements plan, review the development potential of the City and update the capital improvements plan in accordance with the procedures set forth in Section 7-6-1602, MCA.~~ The City may make any updates modifications as are deemed necessary as a result of: (1) development occurring in the prior year; (2) capital improvements actually

constructed; (3) changing facility needs; (4) inflation; (5) revised cost estimates for capital improvements; (6) changes in the availability of other funding sources; and (7) such other factors as may be relevant.

- F. Capital Budget. The City shall annually adopt a capital budget.
- G. Annual Report. As part of its annual audit process, the City shall prepare an annual report describing the amount of all development impact fees collected, appropriated or spent during the preceding year by category of public facility and service area.
- H. Earmarking and Expenditure. All other requirements of Section 7-6-1603, MCA, regarding earmarking and expenditure of collected development impact fees, shall apply.
- I. Construction or development by the City shall be exempt from payment of the development impact fees provided for herein. Political subdivisions of the State which are legally eligible to receive the proceeds of development impact fees and which have entered into an agreement with the City to do so may be exempt from payment of development impact fees upon determination by the ~~Director~~ City Manager that the development or construction for which the fee would be charged is a system improvement within the capital improvement plan. Political subdivisions which are not legally eligible to receive development impact fee proceeds or which, although legally eligible, have not executed a cooperative agreement with the City regarding the use, collection and expenditure of development impact fee proceeds shall not be eligible for a development impact fee waiver unless they present a request for waiver to the Director which demonstrates that the development contemplated would not produce material impacts upon the public infrastructure for which development impact fees are to be collected and expended. Nonprofit charitable organizations may be exempt from payment of development impact fees upon showing that the construction or development activities undertaken by the charitable organization are for purposes of providing direct public benefit through construction of facilities or improvements to be used by the general public. Any request for waiver shall follow the procedures for appeal set forth in this Chapter.

(Ord. 1968, 4/3/06; Ord. 1972, 7/17/06)

Sec. 24-10. - Development Impact Fee Advisory Committee (Section 7-6-1604, MCA).

- A. The City shall establish a Development Impact Fee Advisory Committee (DIFAC). This Committee shall be composed of three (3) citizens of the City of Livingston with the following qualifications: one (1) certified public accountant; one (1) member of the development community (i.e., real estate professional, land developer, professional surveyor, appraiser, etc.); one (1) person, who may be a City employee, who is qualified to the satisfaction of the City Commission.
- B. The Development Impact Fee Advisory Committee shall serve in an advisory capacity to the City Commission and shall serve four (4) year terms concurrent with the City Commission.

(Ord. 1968, 4/3/06; Ord. 1972, 7/17/06)

Sec. 24-11. - Credits and exemptions.

The City Commission may by resolution grant a credit for or exemption from all or any part of the impact fees upon such finding that such credit or waiver is in the best interests of the public by encouraging activities that provide significant social, economic or cultural benefits. ~~Whenever any capital related fee is waived, the City Commission shall direct that the waived fee be paid by the general fund or another appropriate fund.~~

(Ord. 1968, 4/3/06; Ord. 1972, 7/17/06)

Sec. 24-12. - Refunds.

- A. The current owner of record of property on which an impact fee has been paid may request a refund of such fee if:
 - 1. The project for which a building permit has been issued within one (1) year has been lawfully altered resulting in a decrease in the amount of the impact fee due;
 - 2. The City, after collecting the fee when service is not available, has failed to appropriate and expend the collected development impact fees pursuant to Section 7-6-1603, MCA; or
 - 3. A building permit is denied or abandoned prior to construction.
- B. The request for refund must be in writing and submitted to the Director on a form provided by the City for such purpose. The owner shall provide such documentation as the Director may require proving such satisfaction, reconveyance, or releases from contract sellers, mortgagees, lien holders, and/or others having an interest in the real property for which an impact fee has been paid.
- C. A request for refund must be filed within the time allowed by law.
- D. Within ninety (90) days of the date of receipt of a request for refund, the City Manager ~~Director~~ must provide the owner, in writing, with a decision on the refund request, including the reasons for the decision. If a right to a refund exists, the City is required to send a refund to the owner of record within ninety (90) days after it is determined that a refund is due. A refund shall not include a refund of interest.
- E. Owner may appeal the determination of the City Manager ~~Director~~ to the DIFAC pursuant to the provisions in Section 24-13 of this Chapter.

(Ord. 1968, 4/3/06; Ord. 1972, 7/17/06)

Sec. 24-13. - Appeals.

- A. A fee payer may appeal the written determination of the applicability and amount of the development impact fee, or refund, or any discretionary action or inaction by or on behalf of the City to the DIFAC.
- B. The fee payer must file a notice of appeal with the Director within thirty (30) days following the written determination, discretionary action or inaction. When filing an appeal, the fee payer shall submit a letter providing a full explanation of the request, the reason for the appeal, as well as all supporting documentation. The Director, or his or her duly designated agent,

shall evaluate the appeal and may make a recommendation to the DIFAC if the fee payer has shown by clear and convincing evidence that the established impact fee is inappropriate and that the following facts and conditions exist:

1. Exceptional or extraordinary circumstances or conditions apply to the development that do not apply generally to other properties in the vicinity of the development.
2. An individualized assessment is necessary for the reasonable and acceptable development of the property.
3. The approval of the individualized assessment will not be materially detrimental to the public welfare or injurious to property in the vicinity in which the development is located.
4. The approval of the individualized assessment will not adversely affect the Strategic Plan of the City or be in conflict with the Growth Policy.

- C. The decision of the DIFAC shall be final unless appealed to the City Commission within ten (10) days after the filing of the written decision of the DIFAC. Such appeal shall be based on the record before the DIFAC and on such other written argument which appellant has filed with the appeal and the staff response to such argument. No oral argument or other evidence shall be before the City Commission.
- D. The filing of an appeal shall not stay required payment of the impact fee; however, a fee payer can pay a development impact fee under protest in order to obtain development approval or building permit.
- E. The burden of proof shall be on the appellant to demonstrate that the decision of the City is erroneous.

(Ord. 1968, 4/3/06; Ord. 1972, 7/17/06)

~~Sec. 24-14. Impact fee study.~~

~~The report entitled the "Impact Fee Study, City of Livingston, Montana" dated March, 2006, "Service Area Report and Impact Fee Study" dated October 15, 2020 along with all footnotes, exhibits, appendices, addenda, and other attachments referenced therein including, but not limited to, the capital improvements plan, all of which are by this reference incorporated herein as if set forth fully, as modified by the Stahly update dated April, 2012.~~

(Ord. 1968, 4/3/06; Ord. 1972, 7/17/06; Ord. No. [2041](#), § 1, 9/4/12)

Sec. 24-~~15~~[14](#). - Bonding.

Funds pledged toward retirement of bonds, revenue certificates, or other obligations of indebtedness for such projects may include impact fees and other City revenues as may be allocated by the City Commission.

(Ord. 1968, 4/3/06; Ord. 1972, 7/17/06)

Sec. 24-~~16~~15. - Effect of impact fee on zoning and subdivision regulations.

This Chapter shall not affect, in any manner, the permissible use of property, density of development, design and improvement standards and requirements, or any other aspect of the development of land or provision of capital improvements subject to the zoning and subdivision regulations or other regulations of the City, which shall be operative and remain in full force and effect without limitation with respect to all such development.

Sec. 24-~~17~~16. - Other powers and rights not affected.

- A. Nothing in this Chapter shall prevent the City from requiring a developer to construct reasonable project improvements in conjunction with a development project.
- B. Nothing in this Chapter shall be construed to prevent or prohibit private agreements between property owners or developers, the Montana Transportation Department, the City, and other governmental entities in regard to the construction or installation of system improvements or providing for credits or reimbursements for system improvements or providing for credits or reimbursements for system improvements costs incurred by a developer, including inter-project transfers of credits or providing for reimbursement for project improvements which are used or shared by more than one (1) development project.
- C. Nothing in this Chapter shall obligate the City to approve a development request which may reasonably be expected to reduce levels of service below minimum acceptable levels established in the development impact fee ordinance. To this end, the City may impose a development impact fee for system improvements costs incurred subsequent to adoption of the ordinance codified in this Chapter to the extent that new growth and development will be served by the system improvements.
- D. Nothing in this Chapter shall be construed to create any additional right to develop real property or diminish the power of the City in regulating the orderly development of real property.
- E. Nothing in this Chapter shall work to limit the use by the City of the power of eminent domain or supersede or conflict with requirements or procedures authorized in the Montana Code for local improvement districts or general obligation bond issues.
- F. Nothing herein shall restrict or diminish the power of the City to annex property into its territorial boundaries or exclude property from its territorial boundaries upon request of a developer or owner, or to impose reasonable conditions thereon, including the recovery of project or system improvements costs required as a result of such voluntary annexation.

(Ord. 1968, 4/3/06; Ord. 1972, 7/17/06)

SECTION 2

Statutory Interpretation and Repealer:

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

SECTION 3

Severability:

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

SECTION 4

Savings Provision:

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

SECTION 5

Effective date:

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

PASSED by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the ____ day of October, 2020.

DOREL HOGLUND, CHAIR

ATTEST:

FAITH KINNICK
Recording Secretary

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 November, 2020.

DOREL HOGLUND, CHAIR

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY LAWELLIN
City Attorney

File Attachments for Item:

RESOLUTION NO. 4926: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A TWO (2) YEAR AGREEMENT WITH AE2S FOR ON-CALL AND INSTRUMENTATION CONTROL SERVICES DATED JULY 28, 2020, AS IT PERTAINS TO THE LIVINGSTON WATER RECLAMATION FACILITY AND SCADA SYSTEM.

RESOLUTION NO. 4926

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

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

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

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

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

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

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

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

DOREL HOGLUND, CHAIR

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney



July 28, 2020

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

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

Dear Mr. Holmes:

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

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

Scope of Basic Services

AE2S will perform the following tasks:

On Call Services

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

Additional Services

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

CLIENT’S Responsibilities

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

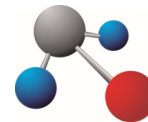
1. Designate a person to act as CLIENT’s representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CLIENT’s policies and decisions with respect to services for the Assignment.

Shannon Holmes

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

July 28, 2020 | P05613-2019-001

Page 2 of 3



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

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

Fees

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

Performance Schedule

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

Contract Documents

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

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

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

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

Sincerely,

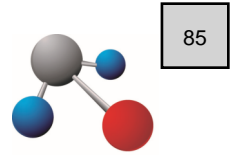
James Sletten,
I&C Services Technician

Shannon Holmes

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

July 28, 2020 | P05613-2019-001

Page 3 of 3



SIGNATURES: _____

Advanced Engineering and Environmental Services Inc

By:  _____
Brian J. Viall, PE

Title: Operations Manager _____

City of Livingston, Montana

Accepted: (Date): _____

By _____

Name: (Print) _____

Title: _____

Standard Terms and Conditions

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

1. Standard of Care

a. The standard of care for all professional services performed or furnished by AE2S under this Agreement will be the care and skill ordinarily used by members of AE2S's profession practicing under similar circumstances at the same time and in the same locality. AE2S makes no warranties, express or implied, under this Agreement or otherwise, in connection with AE2S's services.

b. CLIENT shall be responsible for, and AE2S may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to AE2S pursuant to this Agreement. AE2S may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. Payments to AE2S

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

3. Insurance

AE2S will maintain insurance coverage for Workers' Compensation, Professional Liability, General Liability, and Automobile Liability and will provide certificates of insurance to CLIENT upon request.

4. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, AE2S shall indemnify and hold harmless CLIENT and CLIENT's officers, directors, members, and employees from any and all costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of AE2S or AE2S's officers, directors, members, partners, employees, or Consultants. The parties expressly agree that AE2S or AE2S's officers, directors, members, partners, or employees have no duty to defend CLIENT and CLIENT's officers, directors, members, and employees against any claims, causes of action, demands, lawsuits, or proceedings of any kind.

b. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless AE2S, AE2S's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and consultants with respect to this Agreement.

c. In addition to the indemnity provided under paragraph 4.b. of this Exhibit, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless AE2S and AE2S's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to

bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph 4.c. shall obligate CLIENT to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

d. To the fullest extent permitted by law, AE2S's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of AE2S and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that AE2S's negligence bears to the total negligence of CLIENT, AE2S, and all other negligent entities and individuals.

5. Exclusion of Special, Incidental, Indirect, and Consequential Damages

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

6. Limit of Liability

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

7. Termination of Contract

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

8. Access

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

9. Hazardous Environmental Conditions

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

- "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with AE2S's activities under this Agreement.
10. **Patents**
AE2S shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.
 11. **Ownership and Reuse of Documents**
All documents prepared or furnished by AE2S pursuant to this Agreement are instruments of service, and AE2S shall retain an ownership and property interest therein. Reuse of any such documents by CLIENT shall be at CLIENT's sole risk; and CLIENT agrees to indemnify, and hold AE2S harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CLIENT or by others acting through CLIENT.
 12. **Use of Electronic Media**
 - a. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the AE2S. Files in electronic media format of text, data, graphics, or of other types that are furnished by AE2S to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
 - b. When transferring documents in electronic media format, AE2S makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by AE2S at the beginning of this Assignment.
 - c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
 - d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. AE2S shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
 13. **Contractors**
AE2S shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall AE2S have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. AE2S neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between CLIENT and such contractor. AE2S shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except AE2S's own employees) at a project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by AE2S.
 14. **Force Majeure**
AE2S shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond AE2S's reasonable control.
 15. **No Third Party Beneficiaries**
All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and AE2S and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or AE2S. AE2S's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against AE2S because of this Agreement or the performance or nonperformance of services hereunder.
 16. **Assignment**
Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
 17. **Binding Effect**
This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
 18. **Severability and Waiver of Provisions**
Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and AE2S, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
 19. **Survival**
All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
 20. **Headings**
The headings used in this Agreement are for general reference only and do not have special significance.
 21. **Controlling Law**
This Agreement is to be governed by the law of the State of Montana without regard to its conflicts of laws principles.
 22. **Notices**
Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
 23. **Executed in Counterparts**
This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by facsimile or electronic mail shall have the same force and effect as delivery of original signature and that each Party may use such facsimile or electronic mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.

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

Hourly Fee and Expense Schedule

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

Labor Rates*

Administrative I	\$60.00
Administrative II	\$73.00
Engineering Assistant 1	\$72.00
Engineering Assistant 2	\$92.00
Engineer I	\$115.00
Engineer II	\$139.00
Engineer III	\$165.00
Engineer IV	\$187.00
Engineer V	\$199.00
Engineer VI	\$221.00
Engineering Technician I	\$71.00
Engineering Technician II	\$90.00
Engineering Technician III	\$107.00
Engineering Technician IV	\$125.00
I&C Assistant	\$86.00
I&C Technician I	\$105.00
I&C Technician II	\$118.00
I&C Technician III	\$133.00
I&C Technician IV	\$144.00
I&C Technician V	\$157.00
I&C Specialist	\$171.00
I&C Senior Specialist	\$181.00
I&C Manager	\$190.00
Operations Specialist I	\$86.00
Operations Specialist II	\$104.00
Operations Specialist III	\$131.00
Operations Specialist IV	\$148.00
Operations Specialist V	\$172.00

Reimbursable Expense Rates

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

* Position titles are for labor rate grade purposes only.

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

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

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

File Attachments for Item:

B. RESOLUTION NO. 4927: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH GREAT WEST ENGINEERING, INC., FOR SOLID WASTE DISPOSAL SERVICES STUDY AND RECOMMENDATION.

RESOLUTION NO. 4927

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH GREAT WEST ENGINEERING, INC., FOR SOLID WASTE DISPOSAL SERVICES STUDY AND RECOMMENDATION.

WHEREAS, acting in accordance with the operational guidance and goals identified in the City’s Organizational Strategic Plan section 3.10; and upon request by the City, Great West Engineering has submitted a proposal for a comprehensive Green Waste and Composting Study that will analyze city operations and provide green waste recommendations for the Solid Waste Department and the Water Reclamation Facility; and

WHEREAS, the City generates a significantly greater amount of green waste than what can be incorporated into the composting operation at the WFR, resulting in a surplus of green waste material; and

WHEREAS Phase one of the study will look at an alternative to green waste composting at the City’s small compost facility at Swingley Road. The study will also evaluate capital and operational costs of expansion of the City’s residential green waste program and provide a technical memorandum on the fee structure for the program. Phase 1 Green Waste and Composting Study Engineering Scope of Services is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the second phase will include evaluating additional alternatives for both aerated and non-aerated composting which includes composting pads, storm water control, water supply and facility layout, in addition to DEQ licensing requirements for each alternative including the installation of a groundwater monitoring network; and

WHEREAS, Great West Engineering, Inc. is engaged in the business of professional engineering, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform for the Project and is ready, willing and able to undertake and perform the same under the terms and conditions contained in this Agreement; and

Resolution No. 4927, authorizing the City Manager to sign an agreement Great West Inc. for Green Waste Disposal Strategy.

WHEREAS, The City and the Great West Engineering, Inc. wish to define their respective duties, roles, and establish rates as outlined in the Professional Services Agreement attached hereto and incorporated herein as Exhibit B; and

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

The Professional Services Agreement between the City of Livingston and Great West Engineering is hereby approved. The City Manager is authorized to sign the Professional Services Agreement between the City of Livingston and Great West Engineering for Solid Waste Professional Services for Green Waste and Composting Study for the Solid Waste Department and Livingston Water Reclamation Facility (WRF) and all documents with Great West.

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

DOREL HOGLUND, CHAIR

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney

Exhibit A

City of Livingston Phase 1 Green Waste and Composting Study Engineering Scope of Services

This Scope of Services is for conducting for the first phase of a study of the City of Livingston's green waste and composting operations. The first phase of the study will begin to evaluate alternatives and ultimately make recommendations to the City for the implementation of long term, cost effective, and environmentally compliant green waste management practices. In preparation for the development of this scope of work, Great West toured the City's green waste handling facilities with City staff and reviewed the *City of Livingston, Solid Waste System Evaluation* prepared by Barry Damschen Consulting in January 2017. The City has elected to phase the study effort. This scope of work covers the first phase of the study.

Background

The City of Livingston owns and operates a solid waste transfer station located on the east side of Livingston north of Highway 89 and just west of the Yellowstone River. Solid waste from the City and Park County is hauled to the transfer station where its is managed based on material type. Municipal solid waste is placed in transfer trailers and hauled to the High Plains Landfill owned by Republic Services which is located north of Great Falls, MT.

Green wastes are hauled to the transfer station by residential and commercial customers. The City also hauls green waste to the transfer station as part of their residential green waste collection program. Green waste is separated and stockpiled at the transfer station. The City contracts with a private contractor to periodically chip green wastes. The City also periodically burns accumulated green waste.

Chipped green waste is used as part of a small co-composting facility located at the City's wastewater treatment plant which is located adjacent to the transfer station. The City co-composts dewatered sludge with chipped wood waste in-vessel on the treatment plant site. The City has a mixer inside the treatment plant solids processing building. Mixed sludge and wood chips are conveyed into portable in-vessel containers. The in-vessel containers are parked next to the solids handling building and are connected to an aeration system.

The co-composting facility at WWTP worked well for many years. However, the City generates much more wood waste than can be incorporated into the co-composting operation at the WWTP. As a result, the City licensed a Small Composting Facility with the Montana DEQ on a property east of the City and south of I-90 on Swingley Road. The idea was to compost excess green waste at this site. Due to the lack of resources available to properly operate the Small Composting Facility, the City has stockpiled approximately 10,000 cubic yards of unprocessed green waste at the Swingley Site. The majority of this material is not composting due to the lack of moisture, large unprocessed wood waste and minimal efforts to turn windrows. The City will eventually need to address composting and/or disposal of this accumulated green waste.

The City also currently has a limited residential green waste collection program. The City wants to look at expanding that program to all of its residential customers. Due to the high costs associated with transferring and disposing of waste, collecting and diverting this waste is one of the City's goals.

The City's ultimate long term goal is to move forward with a long term, cost effective and environmentally compliant approach to green waste management.

Phase 1 Project Study

Great West Engineering will conduct a project kickoff meeting with the City to review the scope of services (scope, schedule and budget) and discuss (list) data needed for the project. Data gathering and review will follow. The task includes coordination with the City staff.

Specific tasks during the Phase 1 study include:

- Evaluate capital and operations costs of expansion of City's residential green waste program.
- Prepare technical memorandum on expansion of green waste collection program.
- Evaluate quantities of yard waste, wood waste and biosolids from the City and project future quantities with growth of City.
- Evaluate one low-tech alternative (non-aerated turned windrows) for green waste-only composting on Swingley Site.
- Develop high level conceptual plan for one composting alternative which includes composting pads, stormwater control, water supply, and access roads.
- Develop planning-level construction cost estimate for this alternative.
- Estimate costs of DEQ licensing for one alternative including installation of groundwater monitoring network.
- Identify potential low interest loan and grant funding opportunities for implementation of recommendations.
- Prepare technical memorandum on composting alternative
- Finalize technical memorandums based on City comment

Subtasks/Deliverables

- **1.1 – Project Kickoff Meeting:** A meeting will be held with City staff to kick-off the project. Since Great West has already toured the facilities, this first meeting will be held through either video conferencing or teleconference.
- **1.2 – 30% Project Meeting:** A video or teleconference will be held with staff at 30% development of the study findings including the evaluation of green waste collection program expansion and one composting alternative. The purpose will be to get City input and direction on the work completed to date.
- **1.3 – Submit Draft Technical Memorandums to City:** Great West will submit to the City electronic and/or hard copy versions of the draft technical memorandums.

- **1.4 – Draft Technical Memorandums Meeting:** A meeting will be held with City staff to go over the findings of the draft technical memorandums. This meeting will be held via video or teleconference.
- **1.5 – Final Technical Memorandums:** The City’s comments will be incorporated, and the documents will be finalized and sealed by a Professional Engineer Licensed in Montana.

Schedule

Great West will meet the following schedule:

Kick-Off Meeting	Within 10 days of signed contract
30% Project Meeting	Within 75 days of signed contract
Draft Tech Memos to City	Within 100 days of signed contract
Draft Tech Memo Meeting	Within 120 days of signed contract
Final Tech Memos	Within 135 days of signed contract

Compensation

The estimated fee for the project is \$25,000 which will be billed on an hourly rate plus expenses basis.

Work Not Included

The scope of work in this Phase 1 study does not include the following:

- Evaluation of other composting alternatives.
- Evaluation of manpower and equipment needs for composting facility.
- Evaluation of operations and maintenance costs for composting alternative.
- Evaluation of any specialized equipment that the City will need to purchase for composting facility.
- Development of specific composting recipes.
- Design or licensing efforts for the project.

These work items and other work items that are not included in this scope can be completed under an amendment to this contract if requested by the City.

[EXHIBIT B]

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2020, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 330 Bennett Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and Great West Engineering, a Montana corporation with its principal office located at Helena, Montana (hereinafter referred to as the “Engineer”; and together with the City, the “Parties”).

RECITALS:

- A. The City desires to complete the project commonly known as the Phase 1 Green Waste and Composting Study (the “Project”), which Project requires certain Solid Waste Consultant services to be performed in connection therewith.
- B. The City desires to engage Engineer to perform professional engineering services in the form of Solid Waste Consultation.
- C. The Engineer is engaged in the business of professional engineering, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform for the Project and is ready, willing and able to undertake and perform the same under the terms and conditions contained in this Agreement.

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

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. PURPOSE AND SCOPE OF SERVICES. City agrees to retain Engineer to perform all services and comply with all obligations specified or indicated in Exhibit A, which is attached hereto and incorporated herein as if fully set forth in this Paragraph 2, and as set forth and described in the Standard General Conditions of the General Services

[EXHIBIT B]

Agreement the City entered into. (the services described in this Paragraph 2 shall be collectively referred to hereinafter as the “Services”).

3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Engineer agrees that all hiring will be on the basis of merit and qualifications and that the Engineer will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

4. NATURE OF RELATIONSHIP.
 - a. The Engineer states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Engineer shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Engineer has been and will continue to be free from the control or direction of the City in the performance of this Agreement.

 - b. Engineer shall not be considered an employee of the City for purposes of tax, retirement system, or social security, FICA withholding, or for any other purpose. Engineers are not subject to the terms and provisions of the City’s personnel policies and may not be considered a City employee for workers’ compensation or any other purpose.

 - c. The Engineer shall not be deemed, by virtue of this Agreement, nor the performance thereof, to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.

 - d. The Engineer, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.

[EXHIBIT B]

e. Engineer shall furnish all labor, materials, supplies and incidentals necessary to conduct and complete the Services.

5. ENGINEER'S REPRESENTATIONS AND WARRANTIES. The Engineer represents and warrants as follows:

- a. It and its employees are licensed by the State of Montana as engineers and agree to perform the Services in a professional manner according to the standards of care, skill, knowledge, and diligence, normally exercised by a professional engineer and in accordance with sound engineering and construction management practices. In the event any service is found to be out of conformance with the foregoing standards, the Engineer, at its own expense, shall make such changes, modifications or additions as are necessary to remedy the deficiency.
- b. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
- c. It will comply with all applicable laws, rules, ordinances, and regulations, adopted or promulgated by any governmental agency or regulatory body, whether State, federal or local, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for itself or for any employees engaged by the Engineer in performance of this Agreement.
- d. It will comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71 of the Montana Code Annotated, and the Occupational Disease Act of Montana, Title 39, Chapter 71 of the Montana Code Annotated, and shall maintain workers' compensation coverage for all members and employees of the Engineer, except for those members who are exempted by law. Engineer shall furnish copies showing proof of workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana or proof of exemption from workers' compensation granted by law for

[EXHIBIT B]

independent contractors, including subcontractors. Proofs of coverage are collectively attached to this Agreement as Exhibit B.

- e. It has reviewed the project and this Agreement and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City, or its officers, employees, or agents.

6. PAYMENT.

- a. For the satisfactory completion of the Services, the City will pay the Engineer a sum not to exceed \$25,000. Each specific service the Engineer provides under this Agreement, and the maximum amount the City will pay the Engineer for each, is set forth in Exhibit A.
- b. The Engineer may submit monthly requests for payment based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed.
- c. In connection with obtaining payment under this Agreement, Engineer agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Engineer assumes responsibility for the late filing of a claim.
- d. In the event the Engineer seeks payment or compensation for work, materials, or services not included in this Agreement, and the exhibits hereto, the Engineer must seek prior written authorization from the City before such expenditure is incurred. If the Engineer fails to obtain prior written authorization, the Engineer shall not be entitled to payment for the unauthorized work, materials or services.

7. TERMINATION OF THIS AGREEMENT. The City reserves the right to terminate this Agreement for any and all causes, or for its convenience, at any time upon fifteen (15) days written notice to the Engineer. If termination is effected by the City for default, an equitable adjustment in the fee shall be made, but no amount shall be allowed for anticipated profit or unperformed services. If termination is effected by the City for

[EXHIBIT B]

reasons of convenience, an equitable adjustment in the fee shall be made, including reasonable profit. The equitable adjustment for any termination shall provide for payment to the Engineer for services rendered and expenses incurred prior to the termination. Upon termination, the Engineer will cease work and deliver to the City all data, design drawings, specifications, reports, estimates, summaries, and such other information and material accumulated by the Engineer in performing this Agreement whether completed or in progress.

8. OWNERSHIP AND PUBLICATION OF MATERIALS. All documents, design drawings, data, specifications, reports, estimates, and such other information and material accumulated or prepared as a result of this Agreement are the property of the City, and the City shall have exclusive and unrestricted authority to release, publish, or otherwise use, in whole or in part, information relating thereto. Any use without written verification or adaptation by the Engineer for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

9. INDEMNIFICATION AND HOLD HARMLESS. This paragraph applies to claims brought by third parties against Engineer or City. The Engineer waives any and all claims and recourse against the City, its officers, agents or employees, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the Engineer's performance of this Agreement, except for liability arising out of concurrent or sole negligence or wrongdoing of the City or its officers, agents or employees. Further, the Engineer will indemnify and hold harmless, the City, its officers, employees and agents against any and all claims, demands, damages, costs, expenses or liability arising out of the Engineer's negligence or wrongdoing in the performance of this Agreement.

10. INSURANCE. The Engineer will carry a general liability insurance and professional errors and omissions insurance during the term of this Agreement in an amount of not less than One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) per occurrence, and Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) per claim. Copies of certificates of insurance, suitable to the City, shall be filed with the City and are attached hereto and incorporated herein as Exhibit C. The engineer shall make the City an additional, named insured on its policy for this project, and will provide proof thereof prior to providing services under this agreement. Engineer shall also maintain

[EXHIBIT B]

workers' compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.

11. CONFLICT OF INTEREST. The Engineer covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of the Services. The Engineer further covenants that, in performing this Agreement, it will employ no person who has any such interest.
12. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
13. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
14. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
15. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Project and supersedes all prior agreements and understandings between the Parties with respect to the Project.
16. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include

[EXHIBIT B]

the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.

17. TIME IS OF THE ESSENCE. Time is of the essence in performance of this Agreement.
18. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
19. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of a third party. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the Engineer from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.
20. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
21. LIAISON. The designated liaisons with the City are Shannon Holmes and Martha O'Rourke, both of whom can be reached at (406) 222-5667. The Engineer's liaison is Robert Church, P.E. who can be reached at 406-495-6177.
22. ATTORNEY FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.

[EXHIBIT B]

23. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

[EXHIBIT B]

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

CITY OF LIVINGSTON

Great West Engineering, Inc.
a Montana corporation

Michael J. Kardoes

Name: William B. Lloyd
Its: President

[EXHIBIT B]

[**Exhibit A**]

[**Scope of Services**]

[EXHIBIT B]

[**Exhibit B**]

[**Work Comp Insurance**]

[EXHIBIT B]

[Exhibit C]

[Other Certificates of Insurance]

File Attachments for Item:

2020 MMIA's Bob Worthington Risk Management Achievement Award,

October 6, 2020

Michael Kardoes
City of Livingston
414 E. Callender St.
Livingston, MT 59047

Dear Michael,

Congratulations! You have won the 2020 MMIA's Bob Worthington Risk Management Achievement Award. Established in 2008, the Bob Worthington Risk Management Achievement Award (BWRMAA) recognizes exceptional efforts to manage municipal risk and prevent losses. Nominations for the award are received for people, groups, departments or members that demonstrate proactive behaviors that positively affect their community.

Your nomination was as follows:

"Michael Kardoes, deserves this nomination more than anyone I can think of in our Community. By enacting his thoughtful and strategic emergency declaration in response to the COVID-19 pandemic outbreak. Michael was able to successfully mitigate the risks of infection to others by immediately implementing risk management plan. During this pandemic, he has demonstrated his great collaboration and communication skills, risk management, competency, and exceptional leaderships skills that can only be acquired from long career in the US in Air Force. Michael has a great understanding of MCA our city code, and he works closely with our City Attorney to ensure compliance. These risk management and leadership skills are evident daily whether it is dealing with complex legal issues and sensitive HR problems, resolving complaints without going to court. He and our HR Director recently conducted a Human Rights Bureau Anti-discrimination Analysis that was favorable and accepted in April. Michael strives hard to enhance the quality of life here in Livingston while still supporting the values of our community. I cannot think of a more deserving public official to be awarded a risk management award."

Please accept our sincere congratulations for a job well done. We will send your award to you as we did not have an in-person annual business meeting to make the presentation.

Sincerely,

Britani Laughery
Operations Manager

File Attachments for Item:

Press Release: MDT Announces, Federal Highway Administration grants federal funds repayment waiver request for Star Rd underpass project.



U.S. Department
of Transportation
**Federal Highway
Administration**

Montana Division

September 17, 2020

**585 Shephard Way, Suite 2
Helena, MT 59601
Phone: (406) 441-3900
Fax: (406) 449-5314
www.fhwa.dot.gov/mtdiv**

In Reply Refer To:
HDA-MT

Dustin Rouse
Preconstruction Engineer
Montana Department of Transportation
2701 Prospect Avenue
Helena, MT 59620-1001

Subject: Federal-aid Project Termination Request
with No Required Federal-aid Payback
RR GRADE SEPARATION – LIVINGSTON
MT 7499(007)
UPN - 7247000

We received your September 11, 2020, letter requesting termination of Federal-aid Project MT 7499(007) and full reimbursement of Federal funds expended through September 11, 2020. Section 102(b) of Title 23, United States Code, as amended by SAFETEA-LU, requires a State to repay all Federal-aid reimbursements for PE costs on any project that has not advanced to right-of-way acquisition or construction within 10 years after Federal-aid funds are first made available. This expiration occurs in September 30, 2021. The Financial Management Information System shows the total Federal expenditures at \$916,800.00.

We approve project termination and will not require payback of the \$916,800.00 of Federal funds expended for the following reasons.

- *The new hospital location that was anticipated to be sited on the south side of Highway 10 at Star Road was built east of town reducing traffic flow projected for that location.*
- *When the previous study was prepared, Livingston’s population growth was slow to stagnant and little growth was anticipated, particularly on the north side. This has since changed as Livingston is now growing at a rate of 3% with a large portion of the residential growth occurring on the north side.*
- *In 2017 the City updated their 2000 Transportation Plan, showing a need for more traffic capacity further to the Northwest.*
- *The updated traffic study shows that due to the significant growth on the north side, the Star Road underpass location will likely generate future traffic congestion issues at:*
 - *Star Road and Front Street.*
 - *Park Street and US Hwy 10.*

- *Litigation has been threatened by a property owner from which a drainage easement is critical for constructing a functional storm drain for the Star Road undercrossing.*
- *The 2017 Transportation Plan was supplemented in 2018 by a traffic study prepared specifically to address growth on the “Northside” of Livingston.*
- *The Northside Transportation Study developed a transportation plan for the north side of Livingston showing a need for a crossing at a location further to the West than Star Rd. A viable alternative identified in that plan could save around \$800,000 to \$1,000,000 in construction costs and would not require lowering the grade of Highway 10.*
- *The new east-west arterial roadway represents the primary link associated with the future Northside Livingston street system, which would serve all developable lands north of the railroad.*
- *The Northside Transportation Study recommended the PFL Road extension for a separated grade rail crossing be constructed to tie into the extension of Front Street. This would form the backbone for the Northside transportation plan improvements.”*

Expenditure of public funds for PE activities yielded many positive benefits to the Federal-aid program. These benefits include:

- *“A better understanding of the community concerns that are associated with any grade separated crossing.*
- *Understanding of the MRL’s needs and what trackage needs to be maintained to meet their needs during construction.*
- *Understanding of regional and local environmental issues addressed in the NEPA/MEPA approvals that will be addressed at a new crossing as well. Those efforts and resource agency contacts will be utilized for the new crossing.*
- *Permitting requirements previously identified will help in identifying those at a new crossing location.*
- *The cost benefit analyses developed for the original crossing can be easily updated for the new crossing location.*
- *The traffic analysis has already been updated with the Northside Transportation Plan to demonstrate the need for a grade separated facility.*
- *Cost estimating efforts will benefit those that are required for the new crossing location. Geometric design parameters defined for the Star Road crossing can be easily refined for the new crossing location.*
- *The Quality Management Plan for the original project can be used as a template for the new crossing QMP.*

- *The railroad structure construction staging and sequencing plan that will construct the bridge in phases can be adapted to the new site.*
- *Utilize the same modular construction of the railroad bridge strategy to minimize disruption to MRL mainline traffic.*
- *The partnership established between the City of Livingston and its residents, Montana Rail Link, and Park County will be maintained for the new site.”*

This information will be valuable for future program and project development purposes.

If you have any questions or need more information, please call me at (406) 441-3913.

Sincerely,

**CHRISTOPHE
R W RILEY**

Digitally signed by
CHRISTOPHER W RILEY
Date: 2020.09.18 12:26:22
-06'00'

Christopher W. Riley, P.E.
Field Operations Engineer

cc: William Fogarty, MDT Butte District Administrator
Carol Strizich, MDT Multimodal Planning Bureau Chief
Katie Potts, MDT Statewide & Urban Planning Supervisor
Dwane Kailey, MDT Chief Engineer
Nicole Pallister, MDT HDQ Budget
Paul Johnson, MDT Project Analysis Manager
David Phillips, MDT Engineering Fiscal Officer
Lisa Hurley, MDT HDQ Fiscal Operations
Judy Broadwater, FHWA Financial Manager
Laura Whitten, FHWA Financial Specialist
Jeff Patten, FHWA Missoula Districts Engineer

File Attachments for Item:

PARK COUNTY'S HOMETOWN NEIGHBORHOOD HALLOWEEN GUIDANCE

OCTOBER 31 - TILL 8PM

PARK COUNTY'S HOMETOWN NEIGHBORHOOD HALLOWEEN

SAFETY FIRST:



- Wear a mask at all times, even under your costume
- Keep a 6' witches broom distance from groups
- Wash your hands before enjoying your treats



WE ENCOURAGE:

- Exploring your own neighborhood
- Skipping the parties
- Only visiting homes with lights on



Please drive slowly and keep an eye out for all the little ghosts and goblins

