



Livingston City Commission Agenda

February 21, 2023

5:30-8:30 PM

City – County Complex, Community Room

<https://us02web.zoom.us/j/88204096858?pwd=WCtTSWxMa2cwRVJ3dXFMUGx1VDIqZz09>

Meeting ID: 882 0409 6858 **Passcode: 299790** Call In: (669) 900-6833

1. Call to Order

2. Roll Call

4. Public Comment

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

4. Consent Items

- A. APPROVE MINUTES FROM FEB. 7, 2023 REGULAR MEETING. Pg. 4**
- B. RATIFY CLAIMS PAID 02.25.2023-02.14.2023. Pg. 34**
- C. ACCEPTING AN AMENDMENT TO THE ORIGINAL LEASE BETWEEN THE CITY OF LIVINGSTON AND LIVINGSTON DAYCARE, LLC. Pg. 50**
- D. ACCEPT JANUARY CITY COURT FINANCIAL REPORT. Pg. 57**

5. Proclamations

6. Scheduled Public Comment

7. Public Hearings

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

8. Ordinances

- A. ORDINANCE NO. 3040: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 30, ARTICLE V, SECTION 30.50 OF THE CITY ZONING ORDINANCE ENTITLED SIGNS. Pg. 59**

9. Resolutions

- A. RESOLUTION NO. 5087: A RESOLUTION BY THE CITY OF LIVINGSTON CITY COMMISSION, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO FEMA – STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO REQUIRED CONTRACTS FOR GRANT FUNDS TO HIRE ADDITIONAL STAFFING FOR LIVINGSTON FIRE RESCUE. Pg. 72**

10. Action Items

A. DISCUSS/APPROVE/DENY: REQUEST TO CREATE AN EXCEPTION TO THE ENFORCEMENT OF THE OPEN CONTAINER STATUTE DURING THE PLATT/PUCKETT WEDDING. Pg. 79

B. 2023 ADA TRANSITION PLAN UPDATE. Pg. 104

C. CLOSED EXECUTIVE SESSION PURSUANT TO MCA 2-3-203(3) AND MCA 2-3-203(4) (9).

11. City Manager Comment

12. City Commission Comments

13. Adjournment

[Calendar of Events](#)

Supplemental Material

Notice

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

File Attachments for Item:

A. APPROVE MINUTES FROM FEB. 7, 2023 REGULAR MEETING.



Livingston City Commission Minutes

February 07, 2023

5:30-8:30 PM

City – County Complex, Community Room, and Zoom

<https://us02web.zoom.us/j/86490172000?pwd=SigvSnZ5VGw4RldlU2hWaDZHaFpldz09>

Meeting ID: 864 9017 2000 **Passcode: 958216** Call in: (669) 900-6833

1. Call to Order

2. Roll Call

In attendance: Chair Nootz, Vice-Chair Kahle, Commissioner Friedman, Commissioner Schwarz, and Commissioner Lyons appearing virtually. Staff in attendance: City Manager Grant Gager, Darci Hedges sitting in for Faith Kinnick, Recording Secretary and Interim City Attorney Jon Hesse, appearing virtually.

3. Public Comment

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

None

4. Consent Items 5:37 p.m.

A. APPROVE MINUTES FROM JANUARY 17, 2023, REGULAR MEETING.

B. RATIFY CLAIMS PAID 01/11/2023-01/24/2023.

C. ACCEPT PLEDGED SECURITIES REPORT.

D. ACCEPT FINANCIAL SUMMARY FOR THE QUARTER ENDING 12/31/2022.

E. ACCEPT THE RECOMMENDATION FROM CITY PLANNING BOARD TO APPOINT AMY SCHILLING TO SERVE ON THE BOARD.

F. ACCEPTING THE RECOMMENDATION TO APPOINT MEMBERS TO THE TBID AS PER THE BY-LAWS.

G. CONSIDERATION OF AGREEMENT 20002: MEMORANDUM OF UNDERSTANDING CONCERNING MISSOURI RIVER DRUG TASK FORCE.

- Motion to approve by Schwarz, second by Friedman
All in favor 5-0.

5. Proclamations

6. Scheduled Public Comment

7. Public Hearings

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

8. Ordinances

9. Resolutions 5:38 p.m.

A. RESOLUTION NO. 5082: A RESOLUTION BY THE CITY OF LIVINGSTON CITY COMMISSION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO FEMA – ASSISTANCE TO FIREFIGHTERS PROGRAM (FEMA – AFG), COMMITMENT OF NEEDED FUNDS, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO REQUIRED CONTRACTS FOR GRANT FUNDS TO PURCHASE AN ARIAL LADDER FIRETRUCK AND LIGHT DUTY RESCUE VEHICLE.

- Gager introduced item
 - No clarifying questions
 - Motion to approve by Kahle, second by Friedman
 - No public comment
 - Schwarz made comments
 - Lyons made comments
 - Nootz made comments
- All in favor 5-0.

B. RESOLUTION NO. 5083: A RESOLUTION BY THE CITY OF LIVINGSTON CITY COMMISSION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO DOT – REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE), COMMITMENT OF NEEDED FUNDS, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO REQUIRED CONTRACTS FOR GRANT FUNDS TO ENGAGE IN A CORRIDOR STUDY AND EVALUATION OF VIABLE AND SUSTAINABLE OPTIONS FOR A GRADE SEPARATED CROSSING. 5:42 p.m.

- Gager introduced item
 - Kahle asked clarifying question
 - Nootz asked clarifying question
 - Motion to approve by Lyons, second by Schwarz
 - Patricia Grabow gave public comment
 - Lindie Gibson gave public comment
 - No additional public comment
 - Friedman gave comments
 - Schwarz gave comments
 - Lyons made comments
 - Kahle made comments
 - Nootz made comments
- All in favor 5-0.

C. RESOLUTION NO. 5084: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH TD&H ENGINEERING, FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE 2023 REGIONAL SEWER EXTENSION PROJECT. 6:06 p.m.

- Gager introduced item
- No clarifying questions
- Motion to approve by Schwarz, second by Friedman

- No public comments
 - Schwarz made comments
- All in favor 5-0.

D. RESOLUTION NO. 5085: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT NO 20005 WITH WESTERN MUNICIPAL, FOR CONSTRUCTION SERVICES TO INCLUDE THE USE OF \$100,000.00 OF CONTINGENCY FUNDS AS DEEMED NECESSARY FOR THE 2023 REGIONAL SEWER EXTENSION PROJECT. 06:10 p.m.

- Gager introduced item
 - Schwarz made comments
 - Kahle made comments
 - Motion to approve by Schwarz, second by Friedman
 - No public comment
 - Nootz made comments
 - Kahle made comments
- All in favor 5-0.

10. Action Items 6:14 p.m.

A. DISCUSS/APPROVE/DENY: APPOINTMENT OF CITY COMMISSIONER TO SERVE ON THE LIVINGSTON COMMUNITY TRUST BOARD OF TRUSTEES.

- Gager introduced items
 - Nootz made comments
 - Schwarz made comments
 - Kahle agreed to continue with current appointment
 - Lyons made comments
 - Motion to appoint Kahle by Schwarz, second by Lyons
 - Lyons made additional comments
- All in favor 5-0.

6:17 p.m. Motion for a 5-minute recess by Schwarz, second by Friedman all in favor, 5-0.

Back in regular session at 6:27 p.m.

B. DISCUSSION OF IMPLEMENTATION OF CITY OF LIVINGSTON GROWTH POLICY.

- Gager presented plan for implementation
- Nootz opened to public comments
- Jessie Wilcox, former Planning Board chair gave public comment
- Tom Bluerock of the Historic Preservation Commission, gave public comment
- Allison Vicezinzi, Chair of the Livingston URA gave public comment
- Lindee Gibson of the Historic Preservation Commission, gave public comment
- Jim Barrett of the Planning Board, gave public comment
- Kris King of the TBID, gave public comment
- Patricia Grabow gave public comment
- Gavin Clark of the Park County Community Foundation, gave public comment

- Connor Cavigli of the Tree Board, gave public comment
- Leslie Feigle gave public comment
- Wyeth Windham gave public comment
- Dennis Glick gave public comment
- Michael DeChellis, Chair of the City Conservation Board gave public comment
- Nootz asked Gager to address some of the comments/questions

*Fire Alarm 6:29 p.m. room evacuated, returned to regular session 6:40 p.m.

- Gager continued
- Nootz read email submitted from Jean Keffler, of the Friends of Park County into the record
- Schwarz gave comments comment
- Friedman gave comments
- Lyons gave comments
- Kahle gave comments
- Nootz made comments
- Patricia Grabow interrupted Nootz
- Nootz redirected, commented we will move Action Item C to a future meeting.

~~C. – CLOSED EXECUTIVE SESSION PURSUANT TO MCA 2-3-203(3) AND MCA 2-3-203(4)(9).~~

11. City Manager Comment 8:08 p.m.

12. City Commission Comments

- Lyons made comments 8:10 p.m.
- Schwarz made comments 8:11 p.m. made comments regarding need for lighting assessment discussion to a future meeting
- Friedman made public comment 8:14 p.m.
- Kahle made comments
- Nootz made comments, shared info from Leslie Feigle regarding exhibit coming
- Kahle made additional comments
- Nootz continued comments

13. Adjournment 8:30 p.m.

- Motion to approve by Friedman, second by Schwarz
All in favor 5-0.

LIVINGSTON CITY COMMISSION REGULAR MEETING

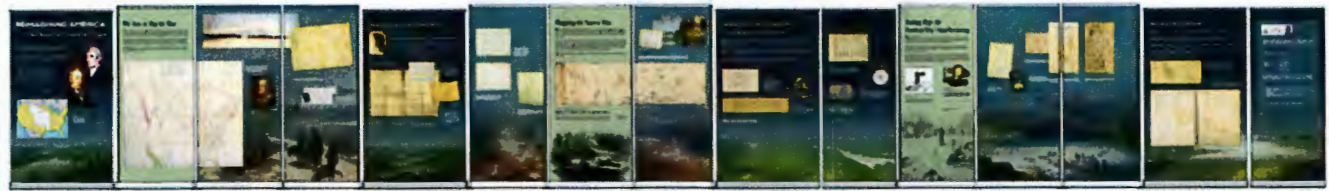
Public Comment

DATE: 02/07/2023

If you would like to speak to the Commission, please note your name and address will be recorded here. This document is an official public record. Thank you!

	<u>PRINTED NAME</u>	<u>AGENDA ITEM</u>
1.	Patricia Grabow	crossing
2.	Lindie Gibson	"
3.	Jessie Walker	Gravestone Poles!
4.	Allison Menzi	URA
5.	Lindie Gibson	housing
6.	Jim [unclear]	
7.	Quo Ying	
8.	Connor Cavigli	
9.	[unclear]	LAKE
10.		

May 19th to July 30



Lewis & Clark TRAIL HERITAGE FOUNDATION

Reimagining America: The Maps of Lewis and Clark
A traveling exhibit from the Lewis and Clark Trail Heritage Foundation

**Come enjoy the exhibit opening May 19th
at the Visitor Center supporting
Livingston and beyond for 114 yrs**

Exhibit Contents

The maps of Lewis and Clark

In 1803, Native people knew the West, but Americans could only speculate.

The Race to Map the West

British cartographers had drawn ahead, and America needed to catch up. Thomas Jefferson had an answer.

How Did They Find Their Way?

Lewis and Clark started by collecting information from people who had been there before.

Making Maps the Native Way

Native cartographic traditions reveal an older geography.

Making Maps the Scientific Way: Astronomical Observation

They measured the stars with precision instruments.

Making Maps the Practical Way: Dead Reckoning

Low-tech methods filled in the details

Revising the Continent

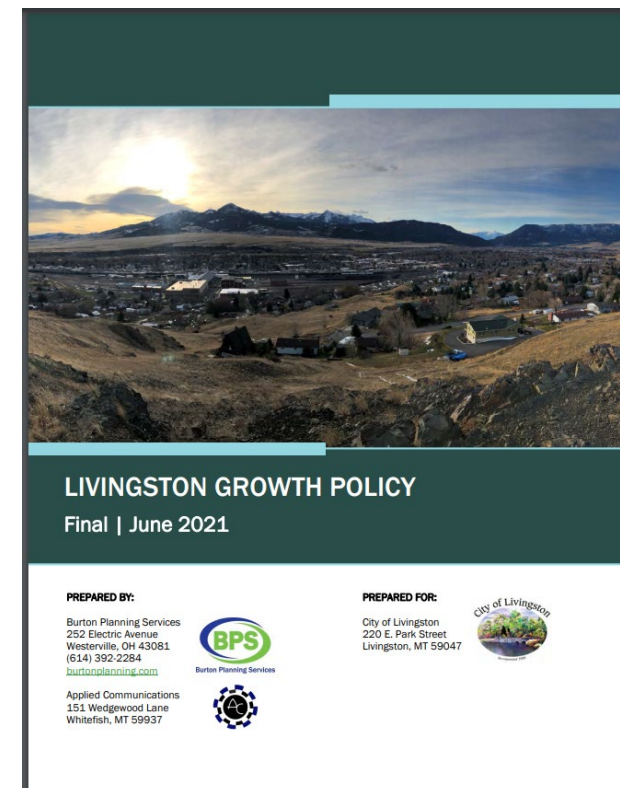
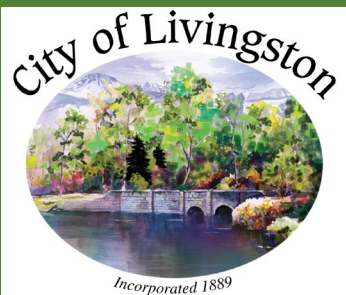
Their maps changed the future of America

Livingston Visitor & Information Center
303 East Park Street, Livingston MT

Planned Unit Development

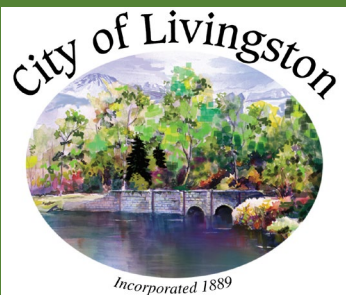
Introduction and Background

February 14, 2023



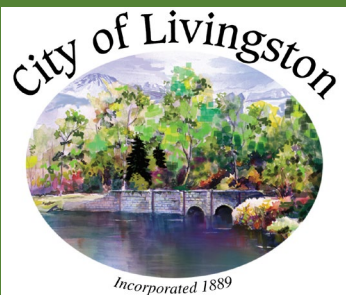
Agenda

- Planned Unit Development Basics
- PUDs in the Growth Policy
- Ordinance Creation and Adoption Process



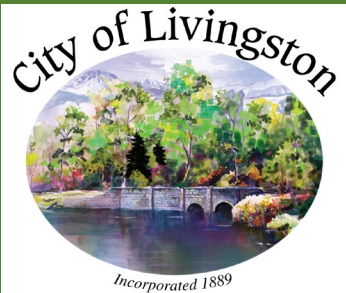
Agenda

- Planned Unit Development Basics
- PUDs in the Growth Policy
- Ordinance Creation and Adoption Process



Planned Unit Development

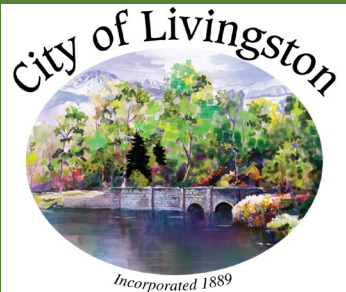
Planned Unit Development (PUD) applications are for those subdivision projects that require additional flexibility from subdivision design standards and zoning ordinance requirements, allowing for additional creativity in design of a subdivision project.



Planned Unit Development

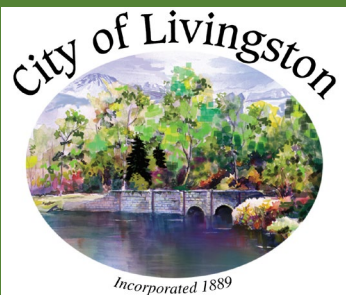
The PUD Process Promotes:

1. Protection of Natural Areas
2. Mixed-use Development
3. Traditional City of Livingston Land Use Patterns



Agenda

- Planned Unit Development Basics
- PUDs in the Growth Policy
- Ordinance Creation and Adoption Process



Initial Work Plan

4 Focus Areas



Land Use
Recommendations



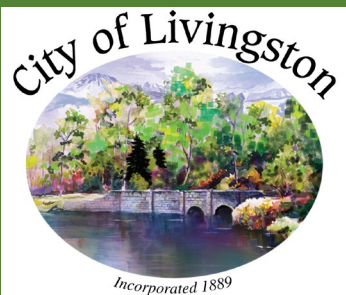
Housing

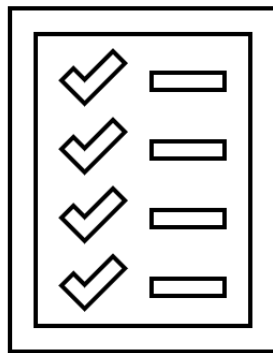


Resiliency



Place-making and
Community Character

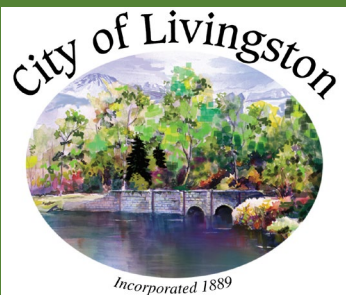




Land Use Recommendations

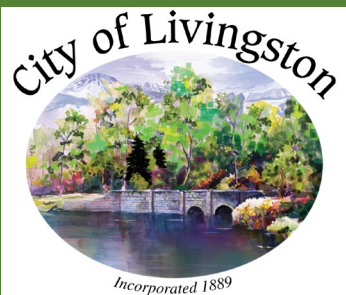
Implementing Recommendations in Chapter 11

- Zoning Ordinance Update
- Subdivision Regulation Review
- Future Land Use Map
- Planned Unit Development (PUD) Overlay



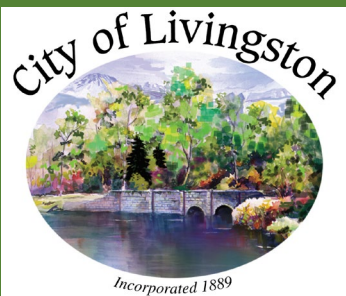
Planned Unit Development

Strategy #	Description
2.1.2.3	Update codes to promote traditional neighborhood designs that are compatible with existing neighborhoods.
2.1.2.4	Update codes to encourage following Livingston's historic block and alley development pattern.
3.1.1.2	Evaluate and amend the zoning ordinance to allow for higher densities and wider land uses in areas that can support such development.
3.1.1.4	Promote any growth that maintains the compact, historic development patterns found in the historic city center.
3.1.1.5	Evaluate and amend the zoning and subdivision ordinances to prohibit the development of large lot subdivisions inconsistent with Livingston's historic development pattern
3.1.1.6	Encourage residential developments to provide neighborhood commercial areas serving residents within walking distance.
3.2.1.2	Partner with developers to include community facilities to serve new residential, commercial, and mixed-use developments.



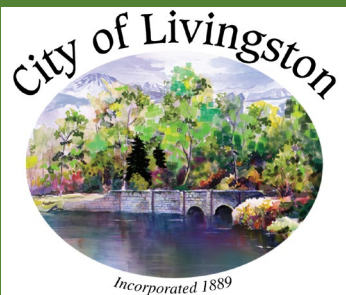
Agenda

- Planned Unit Development Basics
- PUDs in the Growth Policy
- Ordinance Creation and Adoption Process



Growth Policy Implementation Plan

Regulatory Action Workflow



Elements of PUD Ordinance

Application Process



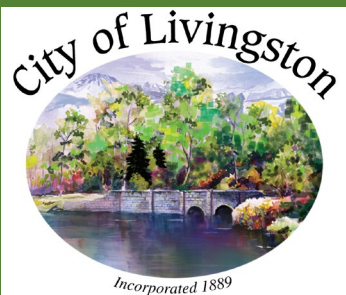
Pre-Application
Process



Application
Materials



Review and
Approval



Elements of PUD Ordinance

Project Components



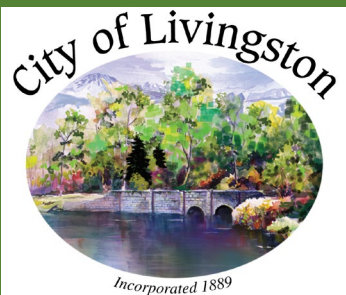
Size



Location

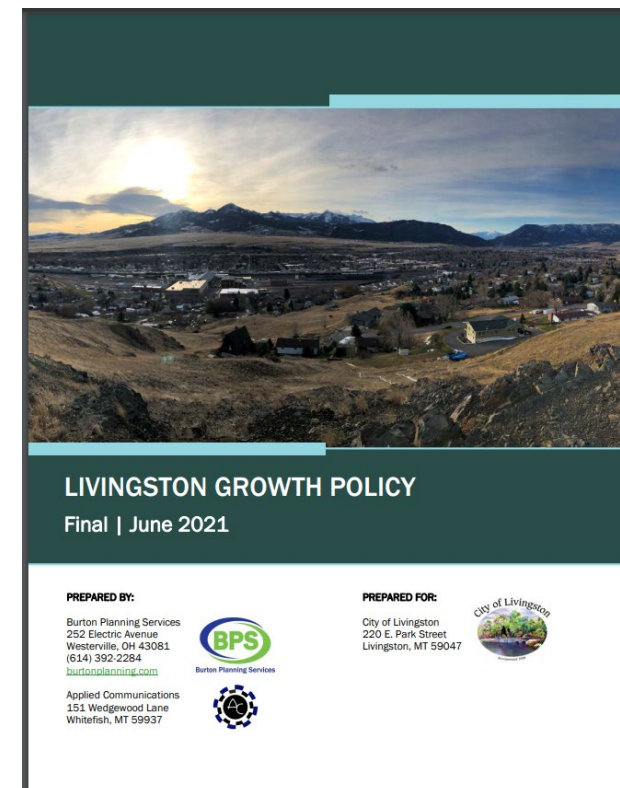
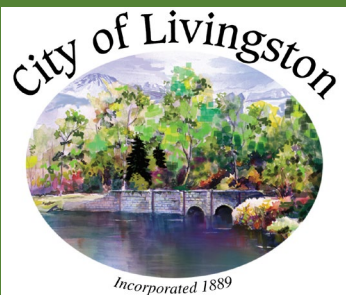


Public Benefits



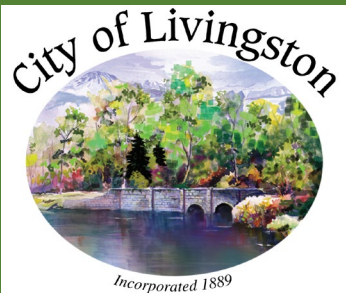
Questions

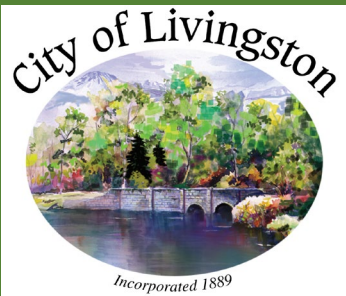
Thank you



Planned Unit Development

Zoning District Name	Designation	Definition	Minimum Lot Size
Low Density Residential	R-I	A single-family residence district with a large plat area required	7,000 sq ft
Medium Density Residential Medium Density Residential: Mobile Home	R-II R-II (MH)	Primarily a single-family residence district. Duplexes and two (2) family dwellings may also be accommodated on lots of adequate plat sizes.	3,500 sq ft
High Density Residential	R-III	A residential classification intended to provide adequate sites for multifamily developments, including condominiums and row houses.	1,150 sq ft
Mobile Home Residential	RMO	A district permitting mobile home development.	6,000 sq ft
Public	P	Intended to reserve land exclusively for public and semi-public uses in order to preserve and provide adequate land for a variety of community facilities which serve the public health, safety and general welfare.	
Industrial	I	A district intended to	





Growth Policy

9 Topic Areas



Economy



Housing



Intergovernmental
Coordination



Land Use



Local Services



Natural Resources



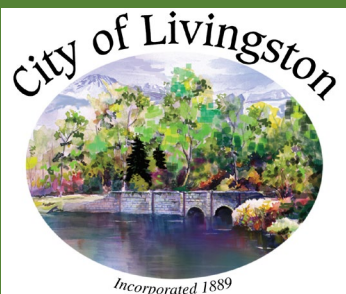
Population and
Community Character

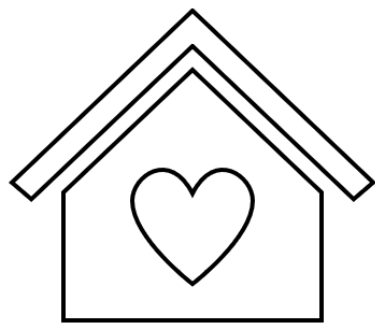


Public Facilities



Transportation

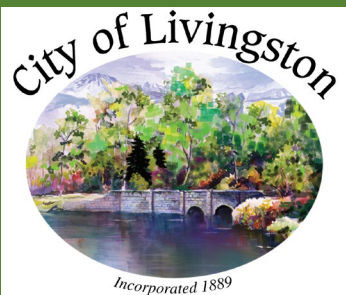


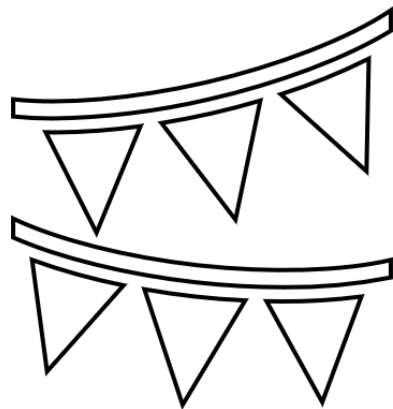


Housing

Supporting the Development and Retention of Workforce Housing Units

- Housing Action Plan
- Urban Renewal Plan
 - Strategies: 3.1.1.3 and 6.1.5.4

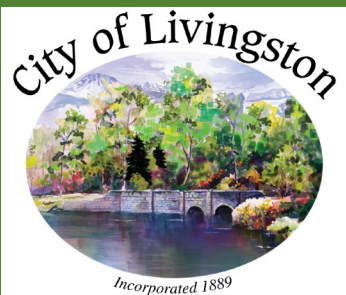




Place-making and Community Character

Retaining and Building Upon the Physical and Community Character of the City

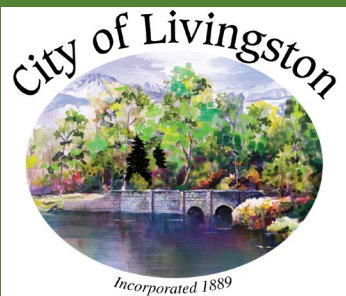
- Downtown Master Plan
 - Strategy 6.1.5.3
- Historical and Cultural Amenities
 - Strategies 2.2.2.3, 3.3.1.1, 3.3.1.2 and 6.2.1.2
- Site Plan Reviews
 - Strategies 2.1.2.4 and 3.1.1.5
- Gateway Design Overlay Districts
 - Strategies 2.1.1.1, 2.1.1.2, 2.1.1.3 and 4.3.5.3



Resiliency

Preparing the City to be Responsive to Future Events

- Community Resiliency Plan
 - Strategy 4.1.3.4
- Energy Action Plan
 - Strategy 4.1.3.1, 4.1.3.2, 4.1.4.1 and 4.1.4.2
- Flood Mitigation and Response Planning
 - Strategy 4.1.5.2 and 4.1.5.3



From: [Melissa Nootz](#)
To: [Faith Kinnick](#); [Grant Gager](#)
Subject: RE: Record from Jean Keffler
Date: Tuesday, February 14, 2023 1:49:44 PM

Faith,

Over the phone she indicated a typo to me, I read her corrected statement into the record.

“These simple but essential skills are all the more apparent and usual in these times of discord and disrespect across the nation.”

SHOULD READ (the red word is the correction):

“These simple but essential skills are all the more apparent and **unusual** in these times of discord and disrespect across the nation.

From: Faith Kinnick
Sent: Tuesday, February 14, 2023 1:47 PM
To: Melissa Nootz <mnootz@livingstonmontana.org>
Subject: RE: Record from Jean Keffler

Thanks!

From: Melissa Nootz
Sent: Tuesday, February 14, 2023 1:47 PM
To: Faith Kinnick <fkinnick@livingstonmontana.org>; Grant Gager <ggager@livingstonmontana.org>
Subject: RE: Record from Jean Keffler

From: Keffeler Jean <jkeffeler@lmcranch.com>
Date: February 7, 2023 at 3:57:33 PM MST
Subject: **Comments for public hearing 2-7-23**

My name is Jean Keffeler. I live at 1010 Swingley Road, Livingston. I am a founder and former director of Friends of Park County but testify on my own behalf today.

One reason this is an important meeting for the people of Livingston is today your city manager has presented his plans and sought your support for the implementation of the Livingston Growth Policy.

I very much wanted to be with you in person today to mark this important occasion. Unfortunately, family commitments prevent my participation but your Board Chair has graciously offered to read my short comments into the record.

First, congratulations on behalf of me and my fellow Livingstonians for what you have accomplished

to date. Not only have you set forth an excellent blueprint for the future but you have already tested the policy in the real world of day to day city decision making- and found it to be a reasonable guide. I believe you have accomplished this by undertaking a methodical, thorough process and then demonstrating an unusual commitment and ability to listen to your capable staff and hear the advice and concerns of city residents. These simple but essential skills are all the more apparent and usual in these times of discord and disrespect across the nation. So, my first order of business is an expression of congratulations and gratitude.

Second, an expression of encouragement to strengthen your resolve for the considerable tasks ahead as you create ordinances and regulations to implement the real work of the Growth Policy. In this regard, I would like to respectfully underscore the importance of implementing policies, ordinances and regulations to guide the development of the Extra Territorial Jurisdiction.

Successful implementation of the Growth Policy vision for the ETJ will allow the city to achieve its dreams of providing affordable workforce housing, and its commitment to protecting and strengthening the commercial vitality of our City.

I will conclude my comments by stressing the role of the City of Livingston in achieving the goals of the Park County Growth Policy, and even preserving the Greater Yellowstone Ecosystem. Without a strong, coherent and timely set of ETJ guideposts, the County will continue to experience the kind of unmanaged growth that will gradually chip away at livestock and wildstock and destroy the agrarian bedrock of Park County.

To be sure, the County needs to reenergize its determination to implement its own Growth Policy by thoughtful zoning decisions ---- but more than any other single set of decisions, those governing the ETJ will set the stage for the future. Successful development and implementation of ETJ zoning requires a partnership between the City and the County. The stronger administrative infrastructure commanded by the City, in my view, gives the City the obligation to take the lead in this vital and overdue process.

Thank you for the opportunity to present my congratulations and my ideas about future challenges - and thank you for your exemplary service on behalf of our community.

Sent from my iPhone

From: Faith Kinnick

Sent: Tuesday, February 14, 2023 11:47 AM

To: Grant Gager <ggager@livingstonmontana.org>; Melissa Nootz <mnootz@livingstonmontana.org>

Subject: Record from Jean Keffler

Hello,

Is it possible to get the email Jean sent regarding the Growth Policy Implementation for the minutes?

Thank you,

Faith

Faith Kinnick | Administrative Assistant
City of Livingston | City Manager's Office
220 E. Park St.
Livingston, MT 59047
(406) 823-6002
[website](#) | [map](#) | [email](#) | [Facebook](#) | [Instagram](#)

File Attachments for Item:

B. RATIFY CLAIMS PAID 02.25.2023-02.14.2023.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
A-1 MUFFLER, INC.							
2	A-1 MUFFLER, INC.	72331	shift interlock	02/07/2023	165.00	165.00	02/14/2023
Total A-1 MUFFLER, INC.:					165.00	165.00	
AAA CLEANING, LLC							
3727	AAA CLEANING, LLC	2023.1.31	cleaning	01/31/2023	2,000.00	2,000.00	02/08/2023
3727	AAA CLEANING, LLC	2023.1.31	Bennett St cleaning	01/31/2023	125.00	125.00	02/08/2023
3727	AAA CLEANING, LLC	2023.1.31	Bennett St cleaning	01/31/2023	125.00	125.00	02/08/2023
3727	AAA CLEANING, LLC	2023.1.31	Bennett St cleaning	01/31/2023	125.00	125.00	02/08/2023
3727	AAA CLEANING, LLC	2023.1.31	Bennett St cleaning	01/31/2023	125.00	125.00	02/08/2023
Total AAA CLEANING, LLC:					2,500.00	2,500.00	
ALPINE ELECTRONICS RADIO SHACK							
402	ALPINE ELECTRONICS RADIO	10288493	flash drive	02/07/2023	89.94	89.94	02/14/2023
Total ALPINE ELECTRONICS RADIO SHACK:					89.94	89.94	
ALSCO							
10005	ALSCO	LBIL1822567	MATS 330 BENNETT	01/27/2023	11.94	11.94	02/08/2023
10005	ALSCO	LBIL1822567	MATS 330 BENNETT	01/27/2023	11.95	11.95	02/08/2023
10005	ALSCO	LBIL1822567	MATS 330 BENNETT	01/27/2023	11.95	11.95	02/08/2023
10005	ALSCO	LBIL1822567	MATS 330 BENNETT	01/27/2023	11.95	11.95	02/08/2023
Total ALSCO:					47.79	47.79	
AMERICAN AUTOMOTIVE							
3378	AMERICAN AUTOMOTIVE	4631	DOOR HANDLE	02/02/2023	136.77	136.77	02/08/2023
3378	AMERICAN AUTOMOTIVE	4635	DOOR HANDLE	02/03/2023	150.59	150.59	02/08/2023
Total AMERICAN AUTOMOTIVE:					287.36	287.36	
BIGHORN FIRE ACADEMY, INC.							
3399	BIGHORN FIRE ACADEMY, INC.	2023.1.17	EMT REFRESHER CLASS	01/17/2023	245.00	245.00	02/08/2023
Total BIGHORN FIRE ACADEMY, INC.:					245.00	245.00	
BRIDGER ANALYTICAL LAB							
3820	BRIDGER ANALYTICAL LAB	2212272	ANALYSIS HARDNESS COPPER	12/19/2022	197.00	197.00	02/08/2023
Total BRIDGER ANALYTICAL LAB:					197.00	197.00	
BRUCE E. BECKER, P.C.							
10000	BRUCE E. BECKER, P.C.	2023.1.31	Contracted service	01/31/2023	1,000.00	1,000.00	02/08/2023
Total BRUCE E. BECKER, P.C.:					1,000.00	1,000.00	
CANON FINANCIAL SERVICES, INC							
1747	CANON FINANCIAL SERVICES, I	29830843	Printer Copier Lea	01/12/2023	29.31	29.31	02/08/2023
1747	CANON FINANCIAL SERVICES, I	29830844	Printer Copier Lea	01/12/2023	29.75	29.75	02/08/2023
Total CANON FINANCIAL SERVICES, INC:					59.06	59.06	
CASELLE							
3763	CASELLE	2023.3	APPLICATION SOFTWARE	02/01/2023	2,895.16	2,895.16	02/08/2023
3763	CASELLE	2023.3	APPLICATION SOFTWARE	02/01/2023	95.10	95.10	02/08/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3763	CASELLE	2023.3	APPLICATION SOFTWARE	02/01/2023	95.10	95.10	02/08/2023
3763	CASELLE	2023.3	APPLICATION SOFTWARE	02/01/2023	183.51	183.51	02/08/2023
3763	CASELLE	2023.3	APPLICATION SOFTWARE	02/01/2023	183.51	183.51	02/08/2023
3763	CASELLE	2023.3	APPLICATION SOFTWARE	02/01/2023	278.62	278.62	02/08/2023
Total CASELLE:					3,731.00	3,731.00	
CENTURYLINK							
162	CENTURYLINK	2023.1.16	406-222-0137- 441b	01/16/2023	183.83	183.83	01/31/2023
Total CENTURYLINK:					183.83	183.83	
CITY OF LIVINGSTON							
131	CITY OF LIVINGSTON	2023.1.26	RESTITUTION TK2022-0295	01/26/2023	22.09	22.09	02/08/2023
131	CITY OF LIVINGSTON	2023.1.30	RESTITUTION TK2022-0260	01/30/2023	1,370.00	1,370.00	02/08/2023
131	CITY OF LIVINGSTON	2023.1.9	RESTITUTION TK2022-0295	01/09/2023	89.00	89.00	02/08/2023
131	CITY OF LIVINGSTON	TK2020-0114	Bond Conversion	01/30/2023	500.00	500.00	02/07/2023
Total CITY OF LIVINGSTON:					1,981.09	1,981.09	
COFFMAN'S PEAK ELECTRIC, LLC							
3491	COFFMAN'S PEAK ELECTRIC, L	12427800	CLINIC WELL HOUSE	01/19/2023	1,371.35	1,371.35	01/31/2023
Total COFFMAN'S PEAK ELECTRIC, LLC:					1,371.35	1,371.35	
COMDATA							
2671	COMDATA	20388069/XW7	CG72P	02/01/2023	283.02	283.02	02/08/2023
2671	COMDATA	20388069/XW7	CG72R	02/01/2023	348.21	348.21	02/08/2023
2671	COMDATA	20388069/XW7	CG73C	02/01/2023	389.41	389.41	02/08/2023
2671	COMDATA	20388069/XW7	CG73H	02/01/2023	95.18	95.18	02/08/2023
2671	COMDATA	20388069/XW7	CG73L	02/01/2023	330.03	330.03	02/08/2023
2671	COMDATA	20388069/XW7	CG73L	02/01/2023	17.70	17.70	02/08/2023
2671	COMDATA	20388069/XW7	CG73S	02/01/2023	636.09	636.09	02/08/2023
2671	COMDATA	20388069/XW7	CG74G	02/01/2023	330.01	330.01	02/08/2023
Total COMDATA:					2,429.65	2,429.65	
CORE & MAIN LP							
3733	CORE & MAIN LP	S291856	ICE MELT	01/31/2023	242.00	242.00	02/08/2023
3733	CORE & MAIN LP	S291856	ICE MELT	01/31/2023	242.00	242.00	02/08/2023
3733	CORE & MAIN LP	S291856	ICE MELT	01/31/2023	728.00	728.00	02/08/2023
Total CORE & MAIN LP:					1,212.00	1,212.00	
CRASH CHAMPIONS							
9	CRASH CHAMPIONS	25101731	Repairs-2011 chev	10/17/2022	3,766.87	3,766.87	02/14/2023
9	CRASH CHAMPIONS	25101731	Repairs-2011 chev	10/17/2022	3,766.87	3,766.87	02/14/2023
9	CRASH CHAMPIONS	25101754	Repairs-2020 dodge	12/07/2022	6,775.05	6,775.05	02/14/2023
Total CRASH CHAMPIONS:					14,308.79	14,308.79	
D&R COFFEE SERVICE INC							
10002	D&R COFFEE SERVICE INC	162287	RENTAL FEE	01/23/2023	50.00	50.00	02/08/2023
Total D&R COFFEE SERVICE INC:					50.00	50.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DELL MARKETING L.P.							
745	DELL MARKETING L.P.	10647896109	COMPUTER-DISPATCH	01/27/2023	2,396.32	2,396.32	02/14/2023
745	DELL MARKETING L.P.	10651137081	COMPUTER-DISPATCH- SEVER	02/09/2023	118.47	118.47	02/14/2023
745	DELL MARKETING L.P.	10651307237	COMPUTER-KINNICK	02/10/2023	1,356.47	1,356.47	02/14/2023
Total DELL MARKETING L.P.:					3,871.26	3,871.26	
DELTA SIGNS & GRAPHICS							
509	DELTA SIGNS & GRAPHICS	2816	BannER SIGNS	02/09/2023	305.00	305.00	02/14/2023
Total DELTA SIGNS & GRAPHICS:					305.00	305.00	
DPHHS							
10003	DPHHS	2022.1.31.1	OVERPAYMENT 1500500	01/31/2022	28.22	28.22	02/08/2023
10003	DPHHS	2023.1.31.2	OVERPAYMENT 1812800	01/31/2023	122.32	122.32	02/08/2023
Total DPHHS:					150.54	150.54	
ENERGY LABORATORIES, INC.							
424	ENERGY LABORATORIES, INC.	530541	Analysis parameter	01/20/2023	264.00	264.00	01/31/2023
Total ENERGY LABORATORIES, INC.:					264.00	264.00	
EXEC U CARE SERVICES, INC.							
3298	EXEC U CARE SERVICES, INC.	3342	Janitorial Services	01/31/2023	2,209.67	2,209.67	02/08/2023
Total EXEC U CARE SERVICES, INC.:					2,209.67	2,209.67	
FARSTAD OIL							
3353	FARSTAD OIL	105243	Diesel 750G	01/27/2023	2,779.50	2,779.50	02/14/2023
3353	FARSTAD OIL	105292	Diesel 540G	02/02/2023	1,902.42	1,902.42	02/14/2023
3353	FARSTAD OIL	105443	Diesel 400G	01/19/2023	1,436.80	1,436.80	02/14/2023
Total FARSTAD OIL:					6,118.72	6,118.72	
FERGUSON WATERWORKS #1701							
2386	FERGUSON WATERWORKS #17	0819615-1	Meters	12/06/2022	11,389.00	11,389.00	02/14/2023
2386	FERGUSON WATERWORKS #17	0845159	BALL CURB VALVE	02/06/2023	938.00	938.00	02/14/2023
Total FERGUSON WATERWORKS #1701:					12,327.00	12,327.00	
FERNO-WASHINGTON INC							
10002	FERNO-WASHINGTON INC	915157	TEMPUS PRO SMART MOUNT	01/20/2023	1,312.00	1,312.00	02/08/2023
Total FERNO-WASHINGTON INC:					1,312.00	1,312.00	
FISHER SAND AND GRAVEL							
2904	FISHER SAND AND GRAVEL	88089	Con ROCK	01/28/2023	280.94	280.94	02/14/2023
Total FISHER SAND AND GRAVEL:					280.94	280.94	
FRONTLINE AG SOLUTIONS, LLC							
2516	FRONTLINE AG SOLUTIONS, LL	1000491	PARTS CLEANER	02/06/2023	42.36	42.36	02/14/2023
2516	FRONTLINE AG SOLUTIONS, LL	997773	ELBOW FITTING	01/20/2023	28.00	28.00	01/31/2023
2516	FRONTLINE AG SOLUTIONS, LL	998910	CLEVIS SLIP HOOK	01/27/2023	96.58	96.58	02/08/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FRONTLINE AG SOLUTIONS, LLC:					166.94	166.94	
GENERAL DISTRIBUTING COMPANY							
1845	GENERAL DISTRIBUTING COM	0001202504	HARDALLOY	01/12/2023	118.43	118.43	02/08/2023
Total GENERAL DISTRIBUTING COMPANY:					118.43	118.43	
GOVERNMENTJOBS.COM							
10001	GOVERNMENTJOBS.COM	INV-32618	SUBSCRIPTION FEE	01/31/2023	1,982.00	1,982.00	01/31/2023
Total GOVERNMENTJOBS.COM:					1,982.00	1,982.00	
GRAYBEAL'S ALL SERVICE							
98	GRAYBEAL'S ALL SERVICE	12349	HEATING UNITS CITY HALL	01/19/2023	26,575.00	26,575.00	01/31/2023
Total GRAYBEAL'S ALL SERVICE:					26,575.00	26,575.00	
GUY'S GLASS, INC.							
529	GUY'S GLASS, INC.	2017	REPLACE WINDOW	01/25/2023	4,500.00	4,500.00	02/08/2023
Total GUY'S GLASS, INC.:					4,500.00	4,500.00	
HANSER'S AUTOMOTIVE & WRECKER							
1687	HANSER'S AUTOMOTIVE & WR	LIV1810	2016 NISSAN	03/14/2021	500.00	500.00	01/31/2023
Total HANSER'S AUTOMOTIVE & WRECKER:					500.00	500.00	
HAWKINS, INC							
470	HAWKINS, INC	6378959	Chlorine	01/11/2023	2,141.58	2,141.58	01/31/2023
470	HAWKINS, INC	6379895	Chlorine	01/15/2023	50.00	50.00	01/31/2023
470	HAWKINS, INC	6391596	Chlor PUMP	01/26/2023	2,126.15	2,126.15	02/14/2023
Total HAWKINS, INC:					4,317.73	4,317.73	
HEALTHY IS WELLNESS LLC							
10005	HEALTHY IS WELLNESS LLC	INV300191	WELLNESS & HEALTH	01/31/2023	300.00	300.00	02/08/2023
Total HEALTHY IS WELLNESS LLC:					300.00	300.00	
HEIMAN INC							
10002	HEIMAN INC	0905189-IN	OPERATING EQUIPMENT	01/17/2023	40.80	40.80	02/08/2023
Total HEIMAN INC:					40.80	40.80	
HIGH COUNTRY WILDLIFE CONTROL							
10002	HIGH COUNTRY WILDLIFE CON	6547	PEST CONTROL	01/25/2023	210.00	210.00	02/08/2023
Total HIGH COUNTRY WILDLIFE CONTROL:					210.00	210.00	
HORIZON AUTO PARTS							
1920	HORIZON AUTO PARTS	960096	TUNE UP SUPPLIES	01/24/2023	109.00	109.00	01/31/2023
Total HORIZON AUTO PARTS:					109.00	109.00	
IBS INC							
10004	IBS INC	798167-3	FLUORESCENT RED	10/07/2022	34.55	34.55	02/14/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10004	IBS INC	803178-3	APOCALYPSE CAMO BRONZE	12/09/2022	90.13	90.13	02/08/2023
Total IBS INC:					124.68	124.68	
INSTY-PRINTS							
250	INSTY-PRINTS	14828	Business cards-GAGER	01/31/2023	21.95	21.95	02/08/2023
Total INSTY-PRINTS:					21.95	21.95	
J & H OFFICE EQUIPMENT							
1783	J & H OFFICE EQUIPMENT	33324390	AGREEMENT 015-1486424	01/27/2023	270.73	270.73	02/08/2023
Total J & H OFFICE EQUIPMENT:					270.73	270.73	
KELLEY CONNECT							
10001	KELLEY CONNECT	IN1242537	JH1202274-01	02/03/2023	21.50	21.50	02/14/2023
10001	KELLEY CONNECT	IN1242537	JH1202274-01	02/03/2023	21.50	21.50	02/14/2023
10001	KELLEY CONNECT	IN1242537	JH1202274-01	02/03/2023	21.50	21.50	02/14/2023
10001	KELLEY CONNECT	IN1242537	JH1202274-01	02/03/2023	21.53	21.53	02/14/2023
10001	KELLEY CONNECT	IN1242543	jh201642	02/03/2023	236.13	236.13	02/08/2023
Total KELLEY CONNECT:					322.16	322.16	
KEN'S EQUIPMENT REPAIR, INC							
1390	KEN'S EQUIPMENT REPAIR, IN	1413	SAAB IMPOUND	01/14/2023	262.50	262.50	01/31/2023
1390	KEN'S EQUIPMENT REPAIR, IN	60134	G2	01/05/2023	480.09	480.09	02/14/2023
1390	KEN'S EQUIPMENT REPAIR, IN	60159	410 LOADER	01/11/2023	194.00	194.00	02/14/2023
1390	KEN'S EQUIPMENT REPAIR, IN	60177	WHITE PETE	01/13/2023	35.50	35.50	02/14/2023
1390	KEN'S EQUIPMENT REPAIR, IN	60179	white pete	01/13/2023	56.00	56.00	02/14/2023
1390	KEN'S EQUIPMENT REPAIR, IN	60243	4901 data link	01/27/2023	388.25	388.25	02/14/2023
1390	KEN'S EQUIPMENT REPAIR, IN	60252	WATER DEERE	01/30/2023	93.45	93.45	02/14/2023
1390	KEN'S EQUIPMENT REPAIR, IN	60255	YARD DOG	01/30/2023	184.23	184.23	02/14/2023
Total KEN'S EQUIPMENT REPAIR, INC:					1,694.02	1,694.02	
KENYON NOBLE							
776	KENYON NOBLE	570201	DRILL PUMP	12/29/2022	23.99	23.99	01/31/2023
776	KENYON NOBLE	670729	AUGER	12/29/2022	38.99	38.99	01/31/2023
776	KENYON NOBLE	672030	RIGID FOAM	12/30/2022	149.94	149.94	01/31/2023
776	KENYON NOBLE	680774	MULTIMATERIAL	01/05/2023	12.49	12.49	01/31/2023
776	KENYON NOBLE	709415	SONO TUBE	01/23/2023	22.99	22.99	01/31/2023
776	KENYON NOBLE	712324	Fasteners	01/25/2023	16.17	16.17	01/31/2023
Total KENYON NOBLE:					264.57	264.57	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	1957007	Water	11/01/2022	64.50	64.50	02/08/2023
2830	LEHRKIND'S COCA-COLA	1957139	Water	11/29/2022	46.70	46.70	02/08/2023
2830	LEHRKIND'S COCA-COLA	2015293	Water	01/25/2023	21.20	21.20	01/31/2023
2830	LEHRKIND'S COCA-COLA	2019697	Water	02/08/2023	51.00	51.00	02/14/2023
2830	LEHRKIND'S COCA-COLA	2019698	Water	02/07/2023	50.00	50.00	02/14/2023
Total LEHRKIND'S COCA-COLA:					233.40	233.40	
LIVE ACTION SAFETY							
10005	LIVE ACTION SAFETY	134720	PT SUPPLIES	01/18/2023	1,906.32	1,906.32	02/08/2023
10005	LIVE ACTION SAFETY	135258	PT SUPPLIES	01/31/2023	599.99	599.99	02/08/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LIVE ACTION SAFETY:					2,506.31	2,506.31	
LIVINGSTON ACE HARDWARE - #122005							
26	LIVINGSTON ACE HARDWARE -	B52344	GRAFFITI REMOVER	12/27/2022	45.97	45.97	01/31/2023
26	LIVINGSTON ACE HARDWARE -	B52521	PAINT	12/27/2022	32.97	32.97	01/31/2023
26	LIVINGSTON ACE HARDWARE -	B53720	PROPANE	12/30/2022	24.08	24.08	01/31/2023
26	LIVINGSTON ACE HARDWARE -	B53860	GreaSE	12/30/2022	21.57	21.57	01/31/2023
26	LIVINGSTON ACE HARDWARE -	B55921	PaDLOCK-ADHSV	01/04/2023	103.13	103.13	01/31/2023
26	LIVINGSTON ACE HARDWARE -	B56673	GREAT STUFF	01/06/2023	6.99	6.99	01/31/2023
26	LIVINGSTON ACE HARDWARE -	B57782	ARCTIC TUFF	01/09/2023	13.98	13.98	01/31/2023
26	LIVINGSTON ACE HARDWARE -	B57782	GLOVES	01/09/2023	35.98	35.98	01/31/2023
26	LIVINGSTON ACE HARDWARE -	B57785	SHARKBITE	01/09/2023	22.57	22.57	01/31/2023
26	LIVINGSTON ACE HARDWARE -	B5840	SPACKLE	01/10/2023	16.99	16.99	01/31/2023
26	LIVINGSTON ACE HARDWARE -	B60031	FLOOR SCRAPER	01/15/2023	36.99	36.99	01/31/2023
26	LIVINGSTON ACE HARDWARE -	B60715	PINE SOL CLEANER	01/17/2023	14.99	14.99	01/31/2023
26	LIVINGSTON ACE HARDWARE -	B60715	GOATSKIN PRO WATER	01/17/2023	11.99	11.99	01/31/2023
26	LIVINGSTON ACE HARDWARE -	B61255	FILE HOLDER	01/18/2023	34.99	34.99	01/31/2023
26	LIVINGSTON ACE HARDWARE -	B63298	PaINT	01/24/2023	26.97	26.97	01/31/2023
26	LIVINGSTON ACE HARDWARE -	B63655	UTILITY KNIFES	01/25/2023	80.51	80.51	01/31/2023
26	LIVINGSTON ACE HARDWARE -	X88970	DRILL POWER UTILITY PUMP	12/27/2022	16.99	16.99	01/31/2023
Total LIVINGSTON ACE HARDWARE - #122005:					547.66	547.66	
LIVINGSTON BUSINESS IMPROVEMENT							
3370	LIVINGSTON BUSINESS IMPRO	2022.12	1ST HALF FY23	12/01/2022	28,276.30	28,276.30	02/14/2023
Total LIVINGSTON BUSINESS IMPROVEMENT:					28,276.30	28,276.30	
LIVINGSTON HEALTH CARE							
55	LIVINGSTON HEALTH CARE	4741180	PT SUPPLIES	01/19/2023	111.62	111.62	02/08/2023
Total LIVINGSTON HEALTH CARE:					111.62	111.62	
LOCAL GOVERNMENT SERVICES							
400	LOCAL GOVERNMENT SERVIC	4850	AFR Filing Fee	01/10/2023	2,500.00	2,500.00	01/31/2023
Total LOCAL GOVERNMENT SERVICES:					2,500.00	2,500.00	
MASTERCARD							
3184	MASTERCARD	2022_12 BAKE	meeting coffee	01/01/2023	17.50	17.50	02/09/2023
3184	MASTERCARD	2022_12 BAKE	weed applicator license	01/01/2023	135.13	135.13	02/09/2023
3184	MASTERCARD	2022_12 BUSC	Arborist Class	01/01/2023	26.95	26.95	02/09/2023
3184	MASTERCARD	2022_12 CHAB	Fire Office labels	01/01/2023	37.58	37.58	02/09/2023
3184	MASTERCARD	2022_12 CHAB	Fire Ops Service Pins	01/01/2023	146.00	146.00	02/09/2023
3184	MASTERCARD	2022_12 CHAB	Fire Ops Chief New Light	01/01/2023	129.73	129.73	02/09/2023
3184	MASTERCARD	2022_12 CHAB	Fire Ops Awards Plaques	01/01/2023	410.74	410.74	02/09/2023
3184	MASTERCARD	2022_12 CHAB	IAAI Subscption Dues	01/01/2023	230.00	230.00	02/09/2023
3184	MASTERCARD	2022_12 DELA	trash bags for parks	01/01/2023	449.94	449.94	02/09/2023
3184	MASTERCARD	2022_12 DELA	Coffee Cups	01/01/2023	34.31	34.31	02/09/2023
3184	MASTERCARD	2022_12 DELA	Coffee Cups	01/01/2023	34.31	34.31	02/09/2023
3184	MASTERCARD	2022_12 DELA	Coffee Cups	01/01/2023	34.32	34.32	02/09/2023
3184	MASTERCARD	2022_12 DELA	Coffee Cups	01/01/2023	34.32	34.32	02/09/2023
3184	MASTERCARD	2022_12 DELA	Coffee Cups	01/01/2023	34.32	34.32	02/09/2023
3184	MASTERCARD	2022_12 DELA	calendars	01/01/2023	23.68	23.68	02/09/2023
3184	MASTERCARD	2022_12 DELA	calendars	01/01/2023	11.84	11.84	02/09/2023
3184	MASTERCARD	2022_12 DELA	Coffee Filters	01/01/2023	15.99	15.99	02/09/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2022_12 DELA	Coffee Filters	01/01/2023	15.99	15.99	02/09/2023
3184	MASTERCARD	2022_12 DELA	Coffee Filters	01/01/2023	15.99	15.99	02/09/2023
3184	MASTERCARD	2022_12 DELA	Coffee Filters	01/01/2023	15.99	15.99	02/09/2023
3184	MASTERCARD	2022_12 DELA	Coffee Filters	01/01/2023	15.99	15.99	02/09/2023
3184	MASTERCARD	2022_12 DELA	LG Monitor for Brad	01/01/2023	99.99	99.99	02/09/2023
3184	MASTERCARD	2022_12 DELA	Disinfectant Spray	01/01/2023	29.80	29.80	02/09/2023
3184	MASTERCARD	2022_12 DELA	Disinfectant Spray	01/01/2023	29.80	29.80	02/09/2023
3184	MASTERCARD	2022_12 DELA	weekly planner books	01/01/2023	26.29	26.29	02/09/2023
3184	MASTERCARD	2022_12 DELA	water filter for fountain	01/01/2023	27.50	27.50	02/09/2023
3184	MASTERCARD	2022_12 DELA	water filter for fountain	01/01/2023	27.50	27.50	02/09/2023
3184	MASTERCARD	2022_12 DELA	Paper Hand Towels	01/01/2023	27.71	27.71	02/09/2023
3184	MASTERCARD	2022_12 DELA	Paper Hand Towels	01/01/2023	27.71	27.71	02/09/2023
3184	MASTERCARD	2022_12 DELA	Paper Hand Towels	01/01/2023	27.71	27.71	02/09/2023
3184	MASTERCARD	2022_12 DELA	Paper Hand Towels	01/01/2023	27.71	27.71	02/09/2023
3184	MASTERCARD	2022_12 DELA	Paper Hand Towels	01/01/2023	27.71	27.71	02/09/2023
3184	MASTERCARD	2022_12 DELA	wall calendars	01/01/2023	14.92	14.92	02/09/2023
3184	MASTERCARD	2022_12 DELA	wall calendars	01/01/2023	14.92	14.92	02/09/2023
3184	MASTERCARD	2022_12 DELA	trash liners	01/01/2023	46.50	46.50	02/09/2023
3184	MASTERCARD	2022_12 DELA	trash liners	01/01/2023	46.50	46.50	02/09/2023
3184	MASTERCARD	2022_12 FETT	Fuel to Helena	01/01/2023	34.47	34.47	02/09/2023
3184	MASTERCARD	2022_12 FETT	COA Award Fees	01/01/2023	460.00	460.00	02/09/2023
3184	MASTERCARD	2022_12 FETT	Office supplies	01/01/2023	16.18	16.18	02/09/2023
3184	MASTERCARD	2022_12 FETT	Subscription	01/01/2023	119.60	119.60	02/09/2023
3184	MASTERCARD	2022_12 FETT	Office supplies	01/01/2023	19.99	19.99	02/09/2023
3184	MASTERCARD	2022_12 FETT	CPA License renewal	01/01/2023	125.00	125.00	02/09/2023
3184	MASTERCARD	2022_12 FETT	Continuing education	01/01/2023	38.95	38.95	02/09/2023
3184	MASTERCARD	2022_12 FETT	Annual dues	01/01/2023	170.00	170.00	02/09/2023
3184	MASTERCARD	2022_12 GAG	Employee Recognition	01/01/2023	165.00	165.00	02/09/2023
3184	MASTERCARD	2022_12 GILB	EMS Vehicles Command 2	01/01/2023	68.00	68.00	02/09/2023
3184	MASTERCARD	2022_12 GILB	Fire food santa on the fire truck	01/01/2023	106.09	106.09	02/09/2023
3184	MASTERCARD	2022_12 GILB	EMS Postage Heberlee Documen	01/01/2023	4.25	4.25	02/09/2023
3184	MASTERCARD	2022_12 GILB	Fire Bldg repair bay floor marking	01/01/2023	63.70	63.70	02/09/2023
3184	MASTERCARD	2022_12 GILB	EMS Reserve Uniforms Proffitt	01/01/2023	62.00	62.00	02/09/2023
3184	MASTERCARD	2022_12 GILB	EMS Reserve Uniforms Depuy	01/01/2023	69.50	69.50	02/09/2023
3184	MASTERCARD	2022_12 GILB	EMS Postage Sensit to factory	01/01/2023	95.37	95.37	02/09/2023
3184	MASTERCARD	2022_12 GLAS	Fax	01/01/2023	19.99	19.99	02/09/2023
3184	MASTERCARD	2022_12 GLAS	Fax Fee	01/01/2023	.18	.18	02/09/2023
3184	MASTERCARD	2022_12 GLAS	CTO Ed. Course	01/01/2023	444.00	444.00	02/09/2023
3184	MASTERCARD	2022_12 GRA	postage to 59801	01/01/2023	28.09	28.09	02/09/2023
3184	MASTERCARD	2022_12 GRA	subscription	01/01/2023	130.00	130.00	02/09/2023
3184	MASTERCARD	2022_12 GRA	international trans fee	01/01/2023	1.17	1.17	02/09/2023
3184	MASTERCARD	2022_12 GRA	oil, oil filter change	01/01/2023	55.91	55.91	02/09/2023
3184	MASTERCARD	2022_12 GRA	postage	01/01/2023	100.00	100.00	02/09/2023
3184	MASTERCARD	2022_12 GRA	mop head, packing tape, mop, fl.	01/01/2023	92.91	92.91	02/09/2023
3184	MASTERCARD	2022_12 GRA	1 book	01/01/2023	13.54	13.54	02/09/2023
3184	MASTERCARD	2022_12 GRA	service charges	01/01/2023	17.99	17.99	02/09/2023
3184	MASTERCARD	2022_12 GRA	1 DVD	01/01/2023	19.99	19.99	02/09/2023
3184	MASTERCARD	2022_12 GRA	ice melt	01/01/2023	14.99	14.99	02/09/2023
3184	MASTERCARD	2022_12 GRA	1 book	01/01/2023	45.00	45.00	02/09/2023
3184	MASTERCARD	2022_12 GRA	2023 desk calendar	01/01/2023	10.99	10.99	02/09/2023
3184	MASTERCARD	2022_12 GRA	elevator phone	01/01/2023	50.73	50.73	02/09/2023
3184	MASTERCARD	2022_12 GRA	2023-2024 desk calendar	01/01/2023	7.99	7.99	02/09/2023
3184	MASTERCARD	2022_12 GRA	Amazon Prime 2023	01/01/2023	139.00	139.00	02/09/2023
3184	MASTERCARD	2022_12 GRA	ice melt	01/01/2023	14.99	14.99	02/09/2023
3184	MASTERCARD	2022_12 HAEF	Asbestos Test	01/01/2023	275.00	275.00	02/09/2023
3184	MASTERCARD	2022_12 HAEF	Online Class	01/01/2023	30.90	30.90	02/09/2023
3184	MASTERCARD	2022_12 HAEF	Online Class	01/01/2023	30.90	30.90	02/09/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2022_12 HAEF	Shipping of asbestos test	01/01/2023	134.33	134.33	02/09/2023
3184	MASTERCARD	2022_12 HAPP	temporary recording system for co	01/01/2023	.99	.99	02/09/2023
3184	MASTERCARD	2022_12 HAPP	office supplies	01/01/2023	33.55	33.55	02/09/2023
3184	MASTERCARD	2022_12 HAR	EMS Food Christmas Stroll	01/01/2023	100.00	100.00	02/09/2023
3184	MASTERCARD	2022_12 JOHN	Adobe Subscription	01/01/2023	14.99	14.99	02/09/2023
3184	MASTERCARD	2022_12 JOHN	ACO Supplies	01/01/2023	100.00	100.00	02/09/2023
3184	MASTERCARD	2022_12 JOHN	ACO Supplies	01/01/2023	100.00	100.00	02/09/2023
3184	MASTERCARD	2022_12 JOHN	PO Box Renewal	01/01/2023	212.00	212.00	02/09/2023
3184	MASTERCARD	2022_12 KINNI	City Commission Zoom Account	01/01/2023	41.50	41.50	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Equipment Supplies- Cell phone c	01/01/2023	8.66	8.66	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Recording Fees establishing asse	01/01/2023	33.89	33.89	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Office Supplies	01/01/2023	20.99	20.99	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Recording Fees right of way aban	01/01/2023	25.73	25.73	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Lobby Directory sign	01/01/2023	182.86	182.86	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Office Supplies	01/01/2023	19.99	19.99	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Vacant/Occupied Signs- LPD	01/01/2023	9.49	9.49	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Board & Committee Account	01/01/2023	57.05	57.05	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Employee Recognition	01/01/2023	650.00	650.00	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Employee Recognition	01/01/2023	650.00	650.00	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Employee Recognition	01/01/2023	650.00	650.00	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Employee Recognition	01/01/2023	650.00	650.00	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Employee Recognition	01/01/2023	650.00	650.00	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Employee Recognition	01/01/2023	350.00	350.00	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Employee Recognition	01/01/2023	300.00	300.00	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Employee Recognition	01/01/2023	650.00	650.00	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Employee Recognition	01/01/2023	650.00	650.00	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Employee Recognition	01/01/2023	650.00	650.00	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Zoom Account-5001269153 Plann	01/01/2023	57.05	57.05	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Recording Fees for SID 181 Resol	01/01/2023	172.60	172.60	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Office Supplies	01/01/2023	14.56	14.56	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Office Supplies	01/01/2023	32.39	32.39	02/09/2023
3184	MASTERCARD	2022_12 KINNI	Office Supplies	01/01/2023	53.98	53.98	02/09/2023
3184	MASTERCARD	2022_12 LAWE	Training	01/01/2023	240.00	240.00	02/09/2023
3184	MASTERCARD	2022_12 LAWE	Office Supplies	01/01/2023	30.77	30.77	02/09/2023
3184	MASTERCARD	2022_12 LAWE	Rental Car	01/01/2023	200.00-	200.00-	02/09/2023
3184	MASTERCARD	2022_12 LAWE	Rental Car	01/01/2023	465.54	465.54	02/09/2023
3184	MASTERCARD	2022_12 LOW	Job Posting	01/01/2023	520.53	520.53	02/09/2023
3184	MASTERCARD	2022_12 LOW	Job Posting	01/01/2023	75.00	75.00	02/09/2023
3184	MASTERCARD	2022_12 LOW	Job Posting	01/01/2023	19.47	19.47	02/09/2023
3184	MASTERCARD	2022_12 LOW	Job Posting	01/01/2023	503.20	503.20	02/09/2023
3184	MASTERCARD	2022_12 LOW	SHRM Membership	01/01/2023	229.00	229.00	02/09/2023
3184	MASTERCARD	2022_12 MST	extendable ratchet set	01/01/2023	87.91	87.91	02/09/2023
3184	MASTERCARD	2022_12 MST	plow markers	01/01/2023	269.95	269.95	02/09/2023
3184	MASTERCARD	2022_12 O'RO	Goodbye Monte Cake	01/01/2023	19.99	19.99	02/09/2023
3184	MASTERCARD	2022_12 PURK	Pool & Spray Park License	01/01/2023	284.48	284.48	02/09/2023
3184	MASTERCARD	2022_12 PURK	Nov. Medwrite	01/01/2023	7,686.56	7,686.56	02/09/2023
3184	MASTERCARD	2022_12 RSTO	winter safety jackets	01/01/2023	254.34	254.34	02/09/2023
3184	MASTERCARD	2022_12 TARR	Event Advertisement	01/01/2023	80.10	80.10	02/09/2023
3184	MASTERCARD	2022_12 TARR	BLINK CAMERAS Civic Center G	01/01/2023	29.99	29.99	02/09/2023
3184	MASTERCARD	2022_12 TARR	Holiday Spirit	01/01/2023	42.60	42.60	02/09/2023
3184	MASTERCARD	2022_12 TARR	Parks & Rec team lunch	01/01/2023	90.25	90.25	02/09/2023
3184	MASTERCARD	2022_12 TARR	Christmas Lights	01/01/2023	30.98	30.98	02/09/2023
3184	MASTERCARD	2022_12 TARR	Concessions	01/01/2023	13.63	13.63	02/09/2023
3184	MASTERCARD	2022_12 TARR	Santa's Village Craft Materials	01/01/2023	204.90	204.90	02/09/2023
3184	MASTERCARD	2022_12 TARR	City wide Graham Cracker House	01/01/2023	206.50	206.50	02/09/2023
3184	MASTERCARD	2022_12 TARR	Staff communication	01/01/2023	36.00	36.00	02/09/2023
3184	MASTERCARD	2022_12 TARR	Volunteer Event Appreciation	01/01/2023	76.50	76.50	02/09/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2022_12 TARR	Santa's Village Craft Materials	01/01/2023	44.42	44.42	02/09/2023
3184	MASTERCARD	2022_12 TARR	Safe Sitter Class Appreciation	01/01/2023	3.49	3.49	02/09/2023
3184	MASTERCARD	2022_12 TARR	Santa's Village Craft Materials	01/01/2023	83.47	83.47	02/09/2023
3184	MASTERCARD	2022_12 TARR	Santa's Village Craft Materials	01/01/2023	107.31	107.31	02/09/2023
3184	MASTERCARD	2022_12 TARR	Santa's Village Craft Materials	01/01/2023	76.68	76.68	02/09/2023
3184	MASTERCARD	2022_12 TARR	Santa's Village Craft Materials	01/01/2023	311.86	311.86	02/09/2023
3184	MASTERCARD	2022_12 TARR	Santa's Village Craft Materials	01/01/2023	19.99	19.99	02/09/2023
3184	MASTERCARD	2022_12 TARR	Santa's Village Craft Materials	01/01/2023	19.38-	19.38-	02/09/2023
3184	MASTERCARD	2022_12 TARR	Santa's Village Craft Materials	01/01/2023	31.98-	31.98-	02/09/2023
3184	MASTERCARD	2022_12 TARR	Santa's Village Craft Materials	01/01/2023	48.55	48.55	02/09/2023
3184	MASTERCARD	2022_12 TARR	Christmas Lights	01/01/2023	78.78	78.78	02/09/2023
3184	MASTERCARD	2022_12 TIDW	multi pleated panel filters	01/01/2023	255.51	255.51	02/09/2023
3184	MASTERCARD	2022_12 TIDW	driving light system	01/01/2023	167.01	167.01	02/09/2023
3184	MASTERCARD	2022_12 TIDW	paint for backhoe bucket	01/01/2023	80.90	80.90	02/09/2023
3184	MASTERCARD	2022_12 TIDW	multigas detector	01/01/2023	389.99	389.99	02/09/2023
3184	MASTERCARD	2022_12 TIDW	multigas detector	01/01/2023	390.00	390.00	02/09/2023
3184	MASTERCARD	2022_12 TIDW	webinar class	01/01/2023	40.00	40.00	02/09/2023
3184	MASTERCARD	2022_12 WUL	EMS Supplies	01/01/2023	881.00	881.00	02/09/2023
3184	MASTERCARD	2022_12 WUL	EMS Training	01/01/2023	79.96	79.96	02/09/2023
3184	MASTERCARD	2022_12 WUL	Fire Food Kevin Retirement Party	01/01/2023	47.38	47.38	02/09/2023
3184	MASTERCARD	2022_12 WUL	Fire Food Kevin Retirement Party	01/01/2023	135.64	135.64	02/09/2023
3184	MASTERCARD	2022_12 WUL	Fire Food Kevin Retirement Party	01/01/2023	114.00	114.00	02/09/2023
Total MASTERCARD:					27,414.62	27,414.62	
MAVERICK REALTY							
2510	MAVERICK REALTY	2023.2	OverPAYMENT 8001901	02/13/2023	5.00	5.00	02/14/2023
Total MAVERICK REALTY:					5.00	5.00	
MICROCOMM							
10000	MICROCOMM	17036	IDEC TIMER	01/11/2023	270.04	270.04	01/31/2023
Total MICROCOMM:					270.04	270.04	
MID-AMERICAN RESEARCH CHEMICAL							
10002	MID-AMERICAN RESEARCH CH	0781246-IN	ENERGIZER PLUS	01/19/2023	298.46	298.46	02/14/2023
Total MID-AMERICAN RESEARCH CHEMICAL:					298.46	298.46	
MISC							
99999	MISC	2023.1.26	ReSTITUTION TK2022-0086	01/26/2023	25.00	25.00	02/08/2023
99999	MISC	2023.1.26.1	ReSTITUTION CR2022-023	01/26/2023	40.00	40.00	02/08/2023
99999	MISC	2023.1.30	ReSTITUTION CR2022-003	01/30/2023	200.00	200.00	02/08/2023
99999	MISC	2023.1.30.1	ReSTITUTION TK2022-0260	01/30/2023	105.00	105.00	02/08/2023
99999	MISC	2023.1.30.2	ReSTITUTION TK2017-0021	01/30/2023	100.00	100.00	02/08/2023
99999	MISC	2023.1.31	OVERPAYMENT 1619601	01/31/2023	36.32	36.32	02/08/2023
99999	MISC	2023.1.31.1	OVERPAYMENT 1715700	01/31/2023	36.84	36.84	02/08/2023
99999	MISC	2023.2.1	ReSTITUTION TK2021-0352	02/01/2023	150.00	150.00	02/14/2023
Total MISC:					693.16	693.16	
MONTANA GUTTER SOLUTIONS							
10002	MONTANA GUTTER SOLUTION	11077	GUTTERS CITY HALL	12/31/2022	2,408.75	2,408.75	02/08/2023
Total MONTANA GUTTER SOLUTIONS:					2,408.75	2,408.75	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MONTANA LEAGUE OF CITIES & TOWNS							
603	MONTANA LEAGUE OF CITIES	ML00577	SET POINT COMMUNICATIONS	12/31/2022	1,000.00	1,000.00	01/31/2023
Total MONTANA LEAGUE OF CITIES & TOWNS:					1,000.00	1,000.00	
MONTANA STATE - FIRE SERVICES TRAINING							
2631	MONTANA STATE - FIRE SERVI	34-186	RESOURCE CNETER MEMBER	01/25/2023	185.00	185.00	02/08/2023
Total MONTANA STATE - FIRE SERVICES TRAINING:					185.00	185.00	
MT RURAL WATER							
10003	MT RURAL WATER	2118	MEMBERSHIP DUES	01/17/2023	200.00	200.00	02/08/2023
10003	MT RURAL WATER	2118	MEMBERSHIIP DUES	01/17/2023	200.00	200.00	02/08/2023
Total MT RURAL WATER:					400.00	400.00	
MURDOCH'S RANCH & HOME SUPPLY							
3688	MURDOCH'S RANCH & HOME S	88/37	BINDER CHAIN	01/25/2023	205.96	205.96	01/31/2023
3688	MURDOCH'S RANCH & HOME S	K00363/37	SINGLE BURNER	12/29/2022	102.96	102.96	01/31/2023
3688	MURDOCH'S RANCH & HOME S	K01033/37	TARPS EYE BOLT	12/29/2022	57.90	57.90	01/31/2023
3688	MURDOCH'S RANCH & HOME S	K01061/37	BARB STAPLE	01/04/2023	25.49	25.49	01/31/2023
3688	MURDOCH'S RANCH & HOME S	K01075/37	TENSIONING STRAP	01/10/2023	128.95	128.95	01/31/2023
3688	MURDOCH'S RANCH & HOME S	K011104/37	SAFETY GOOGLES	01/19/2023	67.96	67.96	01/31/2023
3688	MURDOCH'S RANCH & HOME S	K01580/37	INDUSTRIAL EPDM TARP	12/29/2022	14.94	14.94	01/31/2023
Total MURDOCH'S RANCH & HOME SUPPLY:					604.16	604.16	
MURPHY'S HEATING SERVICE							
3802	MURPHY'S HEATING SERVICE	2023.1.18	Swimming Pool	01/18/2023	315.00	315.00	01/31/2023
Total MURPHY'S HEATING SERVICE:					315.00	315.00	
NEVIN'S GLASS & WINDOWS							
490	NEVIN'S GLASS & WINDOWS	13516	SCALE HOUSE	01/16/2023	282.00	282.00	01/31/2023
Total NEVIN'S GLASS & WINDOWS:					282.00	282.00	
NORTH CENTRAL LABORATORIES							
33	NORTH CENTRAL LABORATORI	481732	aUTOCLAVABLE WASH	01/16/2023	31.91	31.91	01/31/2023
Total NORTH CENTRAL LABORATORIES:					31.91	31.91	
NORTHWESTERN ENERGY							
151	NORTHWESTERN ENERGY	0708370-2 202	8th & Park Sprinklers	01/16/2023	6.44	6.44	02/08/2023
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	01/16/2023	126.32	126.32	01/31/2023
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	01/16/2023	126.33	126.33	01/31/2023
151	NORTHWESTERN ENERGY	0709794-2 202	WRF 316 Bennett	01/09/2023	6,646.24	6,646.24	01/31/2023
151	NORTHWESTERN ENERGY	0709796-7 202	97 View Vista Drive	01/16/2023	6.00	6.00	01/31/2023
151	NORTHWESTERN ENERGY	0709869-2 202	Carol Lane	01/16/2023	138.97	138.97	01/31/2023
151	NORTHWESTERN ENERGY	0709870-0 202	G Street Park - 422 S G	01/16/2023	341.54	341.54	01/31/2023
151	NORTHWESTERN ENERGY	0709871-8 202	Star Addition - Lights	01/16/2023	320.74	320.74	01/31/2023
151	NORTHWESTERN ENERGY	0709873-4 202	800 W Cambridge - Pump Station	01/16/2023	26.32	26.32	01/31/2023
151	NORTHWESTERN ENERGY	0709874-2 202	Werner Addition Pump	01/10/2023	639.85	639.85	01/31/2023
151	NORTHWESTERN ENERGY	0709875-9 202	900 River Drive Pump	01/10/2023	5,011.53	5,011.53	01/31/2023
151	NORTHWESTERN ENERGY	0709876-7 202	132 South B Street - B St Well	01/11/2023	3,044.40	3,044.40	01/31/2023
151	NORTHWESTERN ENERGY	0709877-5 202	200 E RESERVOIR	10/07/2022	1,462.48	1,462.48	01/31/2023
151	NORTHWESTERN ENERGY	0709877-5 202	200 E Reservoir	01/09/2023	961.95	961.95	01/31/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	0709878-3 202	227 River Drive - Concessions sta	01/12/2023	396.03	396.03	01/31/2023
151	NORTHWESTERN ENERGY	0709879-1 202	227 River Drive - Softball Field	01/17/2023	553.27	553.27	01/31/2023
151	NORTHWESTERN ENERGY	0709880-9 202	200 River Drive - Pool	01/12/2023	218.27	218.27	02/08/2023
151	NORTHWESTERN ENERGY	0709881-7 202	229 River Drive - Civic Center	01/11/2023	3,223.78	3,223.78	02/08/2023
151	NORTHWESTERN ENERGY	0709882-5 202	229 River Drive - Pump Civic Cent	01/16/2023	.00	.00	
151	NORTHWESTERN ENERGY	0709886-6 202	200 E Reservoir	01/16/2023	193.90	193.90	01/31/2023
151	NORTHWESTERN ENERGY	0709891-6 202	Cemetery Road Shop - 15 Fleshm	01/16/2023	27.84	27.84	01/31/2023
151	NORTHWESTERN ENERGY	0709892-4 202	40 Water Tower Avenue	01/16/2023	61.08	61.08	01/31/2023
151	NORTHWESTERN ENERGY	0709894-0 202	56 Water Tower	01/09/2023	689.95	689.95	01/31/2023
151	NORTHWESTERN ENERGY	0709914-6 202	1011 River Dr - Edge Water Sewe	01/10/2023	35.89	35.89	01/31/2023
151	NORTHWESTERN ENERGY	0719058-0 202	3 Rogers Lane Lift Station	01/10/2023	.00	.00	
151	NORTHWESTERN ENERGY	0719271-9 202	601 ROBIN LN WELL	10/10/2022	3,979.88	3,979.88	01/31/2023
151	NORTHWESTERN ENERGY	0719271-9 202	601 Robin Ln Well	01/10/2023	2,118.28	2,118.28	01/31/2023
151	NORTHWESTERN ENERGY	0719272-7 202	4 BILLMAN LN WELL	10/10/2022	2,759.69	2,759.69	01/31/2023
151	NORTHWESTERN ENERGY	0719272-7 202	4 Billman LN Well	01/11/2023	1,918.29	1,918.29	01/31/2023
151	NORTHWESTERN ENERGY	0719358-4 202	Street Lights - Livingston	01/16/2023	2,835.57	2,835.57	02/08/2023
151	NORTHWESTERN ENERGY	0719373-3 202	229 RIVER DR	01/31/2023	46.27	46.27	01/31/2023
151	NORTHWESTERN ENERGY	0719373-3 202	229 River Dr	01/16/2023	9.11	9.11	01/31/2023
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/3	01/09/2023	621.44	621.44	01/31/2023
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/3	01/09/2023	621.44	621.44	01/31/2023
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/3	01/09/2023	621.45	621.45	01/31/2023
151	NORTHWESTERN ENERGY	0720113-0 202	229 River Drive - CC Building	01/11/2023	206.66	206.66	02/08/2023
151	NORTHWESTERN ENERGY	0720122-1 202	400 North M	01/16/2023	12.08	12.08	02/08/2023
151	NORTHWESTERN ENERGY	0720176-7 202	Weimer Park	01/16/2023	7.93	7.93	01/31/2023
151	NORTHWESTERN ENERGY	0802599-1 202	608 W Chinook	01/16/2023	60.02	60.02	02/08/2023
151	NORTHWESTERN ENERGY	0933715-5 202	710 W Callender	01/16/2023	42.03	42.03	02/08/2023
151	NORTHWESTERN ENERGY	1134866-1 202	N 2nd & Montana & Chinook	01/16/2023	72.58	72.58	01/31/2023
151	NORTHWESTERN ENERGY	1134879-4 202	N 7th & Montana & Chinook	01/16/2023	33.46	33.46	01/31/2023
151	NORTHWESTERN ENERGY	1155965-5 202	229 River Drive	01/17/2023	194.41	194.41	01/31/2023
151	NORTHWESTERN ENERGY	1290352-2 202	School Flasher Park & 13th	01/16/2023	10.38	10.38	01/31/2023
151	NORTHWESTERN ENERGY	1441030-2 202	D & Geyser Well House	01/11/2023	2,041.38	2,041.38	01/31/2023
151	NORTHWESTERN ENERGY	1452951-5 202	Starlow on Monroe	01/10/2023	803.38	803.38	01/31/2023
151	NORTHWESTERN ENERGY	1493850-0 202	412 W Callender	01/16/2023	84.93	84.93	01/31/2023
151	NORTHWESTERN ENERGY	1498936-2 202	I90 & 89S-ing	01/16/2023	6.00	6.00	01/31/2023
151	NORTHWESTERN ENERGY	1594141-2 202	9th & 10th Lift Station	01/10/2023	35.64	35.64	01/31/2023
151	NORTHWESTERN ENERGY	1613803-4 202	M & N on Callender	01/16/2023	78.14	78.14	01/31/2023
151	NORTHWESTERN ENERGY	1728687-3 202	Transfer Station 408 Bennett Stre	01/09/2023	615.88	615.88	01/31/2023
151	NORTHWESTERN ENERGY	1747570-8 202	D & E on Callender	01/16/2023	55.86	55.86	01/31/2023
151	NORTHWESTERN ENERGY	1747572-4 202	F & G on Callender	01/16/2023	37.96	37.96	01/31/2023
151	NORTHWESTERN ENERGY	1893530-4 202	600 W Park	01/16/2023	97.12	97.12	01/31/2023
151	NORTHWESTERN ENERGY	1893536-1 202	E Street & Alley	01/16/2023	36.37	36.37	01/31/2023
151	NORTHWESTERN ENERGY	1893541-1 202	18 W Park	01/16/2023	167.68	167.68	01/31/2023
151	NORTHWESTERN ENERGY	1906055-7 202	815 North 13th - Soccer Fields	01/17/2023	2.18	2.18	01/31/2023
151	NORTHWESTERN ENERGY	2023479-5 202	900 W Geyser Street School Light	01/16/2023	6.58	6.58	01/31/2023
151	NORTHWESTERN ENERGY	2023484-5 202	1100 W Geyser Street School Lig	01/16/2023	6.44	6.44	01/31/2023
151	NORTHWESTERN ENERGY	2114861-4 202	132 South B Street Lights	01/16/2023	234.35	234.35	01/31/2023
151	NORTHWESTERN ENERGY	2138754-3 202	G Street Park - Mike Webb Park	01/16/2023	6.44	6.44	01/31/2023
151	NORTHWESTERN ENERGY	2138754-3 9.2	G ST MIKE WEBB PARK	09/01/2022	191.64	191.64	02/14/2023
151	NORTHWESTERN ENERGY	2171060-3 202	Scale House 408 Bennett Street	01/16/2023	164.27	164.27	01/31/2023
151	NORTHWESTERN ENERGY	3015965-1 202	330 Bennett - Fire Training Center	01/16/2023	169.80	169.80	01/31/2023
151	NORTHWESTERN ENERGY	3093003-6 202	114 West Summit	01/16/2023	29.63	29.63	01/31/2023
151	NORTHWESTERN ENERGY	3093023-4 202	320 North Main	01/16/2023	5.60	5.60	01/31/2023
151	NORTHWESTERN ENERGY	3093027-5 202	105 West Park	01/16/2023	75.48	75.48	01/31/2023
151	NORTHWESTERN ENERGY	3141997-1 202	C & D on Lewis	01/16/2023	50.85	50.85	01/31/2023
151	NORTHWESTERN ENERGY	3184602-5 202	202 South 2nd	01/16/2023	32.28	32.28	01/31/2023
151	NORTHWESTERN ENERGY	3210240-2 202	616 River Drive	01/16/2023	6.00	6.00	01/31/2023
151	NORTHWESTERN ENERGY	3258086-2 202	2800 East Park Lift Station	01/16/2023	668.20	668.20	01/31/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	3258262-9 202	320 Alpenglow Lift Station	01/12/2023	297.64	297.64	01/31/2023
151	NORTHWESTERN ENERGY	3267010-1 202	330 Bennett - Compactor	01/14/2023	508.85	508.85	01/31/2023
151	NORTHWESTERN ENERGY	3287727-6 202	320 Alpenglow LN-	01/16/2023	.00	.00	
151	NORTHWESTERN ENERGY	3386783-9 202	Btwn G and H on Clark	01/16/2023	53.29	53.29	01/31/2023
151	NORTHWESTERN ENERGY	3386845-6 202	Btwn I and K on Callender	01/16/2023	29.38	29.38	01/31/2023
151	NORTHWESTERN ENERGY	3386846-4 202	Btwn 7th and 8th on Summit	01/16/2023	16.76	16.76	01/31/2023
151	NORTHWESTERN ENERGY	3506014-4 202	Brookstone/Elm	01/16/2023	8.00	8.00	01/31/2023
151	NORTHWESTERN ENERGY	3566038-0 202	114 East Callender	01/16/2023	60.21	60.21	01/31/2023
151	NORTHWESTERN ENERGY	3566039-8 202	115 East Lewis	01/16/2023	41.62	41.62	01/31/2023
151	NORTHWESTERN ENERGY	3585235-9 202	New WRF 316 Bennett	01/10/2023	15,523.31	15,523.31	01/31/2023
151	NORTHWESTERN ENERGY	3643752-3 202	115 East Clark	01/16/2023	49.35	49.35	01/31/2023
151	NORTHWESTERN ENERGY	3643753-1 202	112 East Clark	01/16/2023	72.81	72.81	01/31/2023
151	NORTHWESTERN ENERGY	3678204-3 202	502 River Dr. Pmp	01/12/2023	223.05	223.05	01/31/2023
151	NORTHWESTERN ENERGY	3725873-8 202	340 Bennett	01/16/2023	37.75	37.75	01/31/2023
151	NORTHWESTERN ENERGY	3753023-5 202	410 Bennett Transfer St Shop	01/09/2023	1,459.26	1,459.26	01/31/2023
151	NORTHWESTERN ENERGY	3787060-7 202	Green Acres Lights	01/16/2023	80.05	80.05	01/31/2023
151	NORTHWESTERN ENERGY	3787427-8 202	Green Acres Sub PH II	01/16/2023	247.32	247.32	01/31/2023
151	NORTHWESTERN ENERGY	3828216-6 202	203 W Callender	01/16/2023	152.01	152.01	01/31/2023
151	NORTHWESTERN ENERGY	3867654-0 202	2222 Willow Dr. Lt A	01/16/2023	18.32	18.32	01/31/2023
151	NORTHWESTERN ENERGY	3913678-3 202	Green Acres Park -	01/26/2023	204.18	204.18	01/31/2023
151	NORTHWESTERN ENERGY	3950711-6 202	Scenic Drive & Sweetgrass Lane	01/16/2023	66.29	66.29	01/31/2023
Total NORTHWESTERN ENERGY:					65,289.62	65,289.62	
O'REILLY AUTOMOTIVE, INC							
2437	O'REILLY AUTOMOTIVE, INC	1558236839	LIGHTS	08/25/2022	70.66	70.66	02/08/2023
2437	O'REILLY AUTOMOTIVE, INC	1558236839	LIGHTS	08/25/2022	3.90	3.90	02/08/2023
Total O'REILLY AUTOMOTIVE, INC:					74.56	74.56	
OUTHOUSE HEATING & PLUMBING							
3551	OUTHOUSE HEATING & PLUMBI	4294	SCALE HOUSE	01/23/2023	650.00	650.00	02/14/2023
3551	OUTHOUSE HEATING & PLUMBI	4320	SCALE HOUSE	02/07/2023	75.00	75.00	02/14/2023
Total OUTHOUSE HEATING & PLUMBING:					725.00	725.00	
PACIFIC STEEL & RECYCLING							
3743	PACIFIC STEEL & RECYCLING	8256288	ROUND TUBE	01/23/2023	316.26	316.26	01/31/2023
Total PACIFIC STEEL & RECYCLING:					316.26	316.26	
PARK YOUR PAWS							
10004	PARK YOUR PAWS	000412	BOARDING FEE	01/30/2023	700.00	700.00	02/08/2023
Total PARK YOUR PAWS:					700.00	700.00	
PITNEY BOWES							
10001	PITNEY BOWES	2023.01.06	postage meter refill	01/06/2023	1,000.00	1,000.00	01/06/2023
10001	PITNEY BOWES	3316874809	LEASE - CITY/COUNTY BLDG	01/03/2023	135.00	135.00	01/27/2023
Total PITNEY BOWES:					1,135.00	1,135.00	
PORTEEN, CARLO JAY							
3728	PORTEEN, CARLO JAY	1_2023	INTERIM CITY ATTORNEY	01/23/2023	1,539.20	1,539.20	01/31/2023
Total PORTEEN, CARLO JAY:					1,539.20	1,539.20	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
RANGER PLUMBING & HEATING, INC.							
574	RANGER PLUMBING & HEATING	106277	WATER HEATER	01/26/2023	209.60	209.60	01/31/2023
Total RANGER PLUMBING & HEATING, INC.:					209.60	209.60	
REDSTONE LEASING							
3842	REDSTONE LEASING	2023.3.1	Lease 53 OF 60	02/01/2023	203.07	203.07	02/08/2023
Total REDSTONE LEASING:					203.07	203.07	
REINKE AND ASSOCIATES							
10005	REINKE AND ASSOCIATES	2023.1.4	ECC ASSESSMENT	01/04/2023	10,500.00	10,500.00	02/08/2023
Total REINKE AND ASSOCIATES:					10,500.00	10,500.00	
REPUBLIC SERVICES #670							
10000	REPUBLIC SERVICES #670	0670-0003840	DISPOSAL/RECYCLING	01/31/2023	51,462.60	51,462.60	02/14/2023
Total REPUBLIC SERVICES #670:					51,462.60	51,462.60	
RIVERSIDE HARDWARE LLC							
3659	RIVERSIDE HARDWARE LLC	185521	office paint	01/18/2023	22.49	22.49	02/08/2023
3659	RIVERSIDE HARDWARE LLC	185521	office paint	01/18/2023	22.50	22.50	02/08/2023
Total RIVERSIDE HARDWARE LLC:					44.99	44.99	
SAFETRAC							
3143	SAFETRAC	38502	CDL Services	02/01/2023	294.00	294.00	02/08/2023
Total SAFETRAC:					294.00	294.00	
SEA WESTERN FIRE FIGHTING EQUIPMENT							
10005	SEA WESTERN FIRE FIGHTING	INV20839	FIRE OPERATING EQUIP	01/16/2023	288.70	288.70	02/08/2023
Total SEA WESTERN FIRE FIGHTING EQUIPMENT:					288.70	288.70	
SELECT ADVANTAGE CONSULTING							
3173	SELECT ADVANTAGE CONSULT	10347905	ASSESSMENT SERVICES	01/03/2023	25.00	25.00	01/31/2023
Total SELECT ADVANTAGE CONSULTING:					25.00	25.00	
SHI INTERNATIONAL CORP.							
2907	SHI INTERNATIONAL CORP.	B16448589	OFFICE PRO-DISPATCH	02/09/2023	1,254.69	1,254.69	02/14/2023
2907	SHI INTERNATIONAL CORP.	S57234870	WINDOWS-HOLMES	01/26/2023	418.23	418.23	02/08/2023
Total SHI INTERNATIONAL CORP.:					1,672.92	1,672.92	
SLEEPING GIANT ANIMAL CLINIC							
3645	SLEEPING GIANT ANIMAL CLINIC	51483	STRAY	12/21/2022	136.20	136.20	02/14/2023
3645	SLEEPING GIANT ANIMAL CLINIC	51929	Kent Kittens	01/09/2023	276.84	276.84	02/14/2023
3645	SLEEPING GIANT ANIMAL CLINIC	52497	BRIGGS	01/27/2023	276.84	276.84	02/14/2023
Total SLEEPING GIANT ANIMAL CLINIC:					689.88	689.88	
SPECIAL LUBE							
1814	SPECIAL LUBE	224-280-7918	Oil Change	01/27/2023	60.20	60.20	02/08/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SPECIAL LUBE:					60.20	60.20	
STATE PRINT & MAIL							
3829	STATE PRINT & MAIL	000008067	Envelopes	02/02/2023	1,585.64	1,585.64	02/08/2023
Total STATE PRINT & MAIL:					1,585.64	1,585.64	
TD&H ENGINEERING, INC							
3390	TD&H ENGINEERING, INC	32491	REGIONAL SEWER EXT	01/17/2023	8,742.00	8,742.00	02/14/2023
3390	TD&H ENGINEERING, INC	32492	2023 DOWNTOWN ALLEY CIP	01/17/2023	4,824.89	4,824.89	02/14/2023
3390	TD&H ENGINEERING, INC	32492	2023 DOWNTOWN ALLEY CIP	01/17/2023	7,237.33	7,237.33	02/14/2023
3390	TD&H ENGINEERING, INC	32492	2023 DOWNTOWN ALLEY CIP	01/17/2023	7,237.33	7,237.33	02/14/2023
Total TD&H ENGINEERING, INC:					28,041.55	28,041.55	
TEAR IT UP L.L.C.							
2999	TEAR IT UP L.L.C.	55525	Shredding-DISPATCH	01/04/2023	38.60	38.60	01/31/2023
2999	TEAR IT UP L.L.C.	55525	Shredding-DISPATCH	01/04/2023	38.60	38.60	01/31/2023
2999	TEAR IT UP L.L.C.	55993	Shredding	02/08/2023	11.35	11.35	02/14/2023
2999	TEAR IT UP L.L.C.	55993	Shredding	02/08/2023	11.35	11.35	02/14/2023
2999	TEAR IT UP L.L.C.	55993	Shredding	02/08/2023	11.35	11.35	02/14/2023
2999	TEAR IT UP L.L.C.	55993	Shredding	02/08/2023	11.35	11.35	02/14/2023
Total TEAR IT UP L.L.C.:					122.60	122.60	
TOWN & COUNTRY FOODS - LIVINGSTON							
2595	TOWN & COUNTRY FOODS - LI	2023.1.29	SUPPLIES	01/29/2023	20.38	20.38	02/08/2023
2595	TOWN & COUNTRY FOODS - LI	2023.2.2	Water	02/02/2023	4.58	4.58	02/08/2023
Total TOWN & COUNTRY FOODS - LIVINGSTON:					24.96	24.96	
TRACE TIDWELL							
10005	TRACE TIDWELL	2023.1.18	REIMB TRAVEL	01/18/2023	167.68	167.68	02/08/2023
Total TRACE TIDWELL:					167.68	167.68	
TRI-COUNTY HEATING & COOLING							
757	TRI-COUNTY HEATING & COOLI	145944	WASTE WATER PLANT	02/26/2023	186.25	186.25	02/14/2023
Total TRI-COUNTY HEATING & COOLING:					186.25	186.25	
ULINE							
3564	ULINE	15949594	Station Supplies	02/02/2023	325.96	325.96	02/14/2023
Total ULINE:					325.96	325.96	
US BANK							
845	US BANK	6800312	0068485NS-URBAN RENEWAL B	01/25/2023	400.00	400.00	02/08/2023
Total US BANK:					400.00	400.00	
UTILITIES UNDERGROUND LOCATION							
3472	UTILITIES UNDERGROUND LO	3015092	Excavation Notifica	01/31/2023	21.98	21.98	02/08/2023
3472	UTILITIES UNDERGROUND LO	3015092	Excavation Notifica	01/31/2023	21.98	21.98	02/08/2023
3472	UTILITIES UNDERGROUND LO	3015092	Excavation Notifica	01/31/2023	21.98	21.98	02/08/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total UTILITIES UNDERGROUND LOCATION:					65.94	65.94	
WISPWEST.NET							
2087	WISPWEST.NET	782994	Civic Center	02/01/2023	63.51	63.51	02/08/2023
2087	WISPWEST.NET	782994	LIVINGSTON SOCCER	02/01/2023	85.19	85.19	02/08/2023
Total WISPWEST.NET:					148.70	148.70	
YELLOWSTONE SPORTING GOODS							
576	YELLOWSTONE SPORTING GO	113741	JET BOIL JET	01/26/2023	9.99	9.99	02/08/2023
Total YELLOWSTONE SPORTING GOODS:					9.99	9.99	
Grand Totals:					332,609.26	332,609.26	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

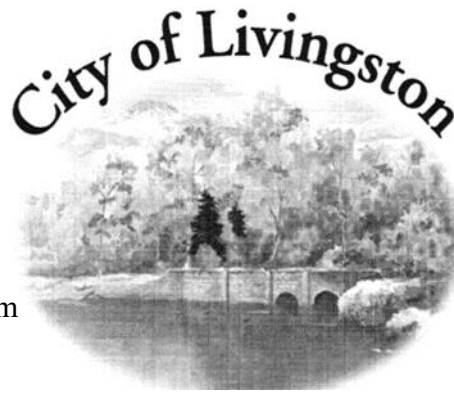
File Attachments for Item:

C. ACCEPTING AN AMENDMENT TO THE ORIGINAL LEASE BETWEEN THE CITY OF LIVINGSTON AND LIVINGSTON DAYCARE, LLC.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.com
www.livingstonmontana.org



Chairperson
Melissa Nootz

Vice Chair
Karrie Kahle

Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

Incorporated 1889

Date: 2/21/23
To: Chair Nootz and City Commissioners
From: Paige Fetterhoff

Staff Report for Amendment to Parking Lot Lease

Recommendation and Summary

Staff is recommending the Commission approve the amendment to the original lease between the City of Livingston and Livingston Daycare, LLC.

The reasons for the recommendation are as follows:

- The lease provides parking to individuals downtown. These spaces are rented primarily by downtown residents and business owners.

Introduction and History

The City of Livingston entered into a lease with Livingston Daycare in June of 2014 for the parking lot located at 207 South 2nd Street. Since that time the City has leased parking spaces to area residents and business owners. The lot has been at capacity since then and has a waiting list of individuals interested in these spaces.

Analysis

Livingston Daycare, LLC., the owner of the property has not requested an increase since the original lease began in 2014. Since that time, property taxes have increased from \$2,085 annually to \$3,121. The owner has requested only to align the monthly rent received with the increase in property taxes.

Fiscal Impact

This agreement would become effective April 2023. The City currently has budgeted total expenditures \$10,800 for this agreement and the amount would increase \$300 to \$11,100.

Attachments

- Attachment A: Resolution 4479 and its attachments

LEASE AMENDMENT

This is an AMENDMENT to the lease dated June 2014 between CITY OF LIVINGSTON, “Tenant”, and LIVINGSTON DAYCARE, LLC, “Owner”, with regards to the parking lot located at 207 South 2nd Street, Livingston, Park County, Montana. This amendment is to be effective beginning April 2023.

Landlord and Tenant agree to the following changes to the Agreement:

Rent

Tenant agrees to pay, without demand, to owner as rent the sum of \$1,000 per month.

All other terms of the original lease remain binding.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2023.

OWNER:
LIVINGSTON DAYCARE, LLC

TENANT:
CITY OF LIVINGSTON

By _____
Manny Goetz

By _____
Grant Gager, City Manager

RESOLUTION NO. 4479

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN AGREEMENT WITH LIVINGSTON DAYCARE FOR PARKING LOT.

WHEREAS, the City of Livingston continues to work to improve the downtown business community by providing additional parking spaces for the public; and

WHEREAS, Livingston Daycare, 207 South 2nd Street, Livingston, Montana is ready, willing and able to provide a public parking lot under the terms and conditions contained in the Lease attached hereto as Exhibit A at the rate of \$900.00 per month.


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

That the City Commission hereby authorizes the City Manager to sign the agreement with Livingston Daycare for the lease of the parking lot located at 207 South 2nd Street, Livingston, Montana, attached hereto as Exhibit A.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 17th day of June, 2014.


JAMES BENNETT – Chairman

ATTEST:


EMILY POST
Recording Secretary

APPROVED AS TO FORM:



BRUCE E. BECKER
City Attorney

Exhibit to Resolution No. 4479

LEASE AGREEMENT

BY THIS AGREEMENT executed by CITY OF LIVINGSTON, "Tenant", and LIVINGSTON DAYCARE, LLC, "Owner", Owner leases to Tenant that certain parking lot located at 207 South 2nd Street, Livingston, Park County, Montana, on a month-to-month basis beginning June, 2014.

SECTION ONE

Rent

Tenant agrees to pay, without demand, to owner as rent the sum of \$900 per month. Tenants agrees to have the parking lot striped and shall pay the associated cost of \$600. There shall be an offset to the rent paid by Tenant each month of \$50 until the entire cost of the striping has been paid back to Tenant. In the event the Lease is terminated before the \$600 is paid back, the Owner shall reimburse the Tenant the remaining amount.

SECTION TWO

Use

This property shall be used as a parking lot for any vehicles that Tenant deems appropriate. Tenant shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises during the term of this Agreement.

SECTION THREE

Quiet Enjoyment

Owner covenants that on paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold and enjoy the demised premises for the agreed term.

SECTION FOUR

Insurance/Indemnification

Tenant agrees to obtain liability insurance and list Owner as an additional insured.. Such liability insurance shall cover any injury or loss sustained on the demised premises. Tenant agrees to indemnify Owner for any injury or loss incurred by Tenant, its employee, agent, guest or any other person.

SECTION FIVE
Condition of Premises

Tenant stipulates that it has examined the demised premises and that they are, at the time of this Rental Agreement, in good order, repair and a safe, clean and tenantable condition. Tenant shall be responsible for any damage or loss caused by the Tenant. Tenant shall immediately notify Owner of any defect, damage or problem with the property.

SECTION SIX
Assignment and Subletting

Without the prior written consent of Owner, Tenant shall not assign this Rental Agreement.

SECTION SEVEN
Right of Inspection

Owner and its agents shall have the right at all reasonable times during the term of this Lease Agreement to enter upon the demised premises for the purpose of inspecting the premises. Any violation of this Agreement will result in an immediate cancellation of the remainder of the Agreement, and Tenant will vacate the property immediately.

SECTION EIGHT
Termination of Agreement

Upon thirty (30) days' written notice, either party may terminate this Lease Agreement. Tenant shall leave the premises in as good state and condition as they were at the commencement of this Lease Agreement, reasonable use and wear thereof and damages by the elements excepted.


SECTION NINE
Binding Effect

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 17th
day of June, 2014.

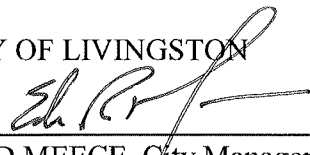
OWNER:

LIVINGSTON DAYCARE, LLC

By 
_____, Its Member

TENANT:

CITY OF LIVINGSTON

By 
ED MEECE, City Manager

File Attachments for Item:

D. ACCEPT JANUARY CITY COURT FINANCIAL REPORT

**LIVINGSTON CITY COURT
FINANCIAL REPORT**

Jan. 2023

Date PD Monthly Report Received from City of Livingston Finance Office 2/13/2023

Tickets/Criminal Complaints Cleared: **54**

Dismissed-Plea Agreement:	7	
Dismissed-Pretrial Diversion/Deferred:	1	
Dismissed-Miscellaneous:	3	
Paid-Bond Forfeit/Fine:	33	\$3,745.00
Paid-Time Payments:	10	\$4,339.94
Warrant Fees:		

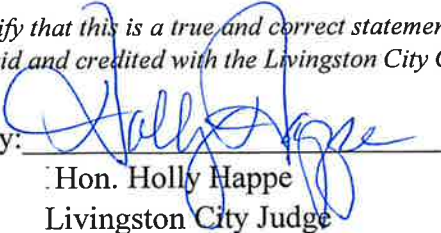
Total	\$8,084.94
Parking Tickets:	\$1,155.00
Total:	\$9,239.94

Surcharges/Costs/Fees:

MLEA Surcharge:	\$260.00	
TECH Surcharge:	\$220.00	
Victim/Witness Surcharge:	\$311.00	
MISD Surcharge:	\$465.00	
Court Costs:	\$130.98	
Public Defender Fee:		
Public Defender Fee:	\$ -	
Jury Fees	\$ -	
Interpreter	\$ -	
Total		(\$1,386.98)

Total amount credited to City of Livingston General Fund: \$7,852.96

I hereby certify that this is a true and correct statement of the amount of fines/fees/costs which were fully paid and credited with the Livingston City Court during the month of: Jan. 2023

Prepared by: 
Hon. Holly Happe
Livingston City Judge

Date: 2-13-23

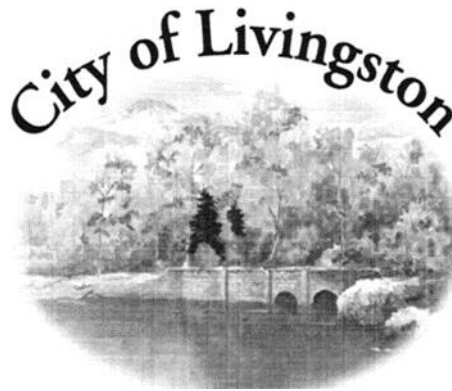
File Attachments for Item:

A. ORDINANCE NO. 3040: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 30, ARTICLE V, SECTION 30.50 OF THE CITY ZONING ORDINANCE ENTITLED SIGNS.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Melissa Nootz

Vice Chair
Karrie Kahle

Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

Date: February 21, 2023
To: Chair Nootz and City Commissioners
From: Jennifer Severson, Planning Director

Staff Report for Approving Updates to the Sign Ordinance in the City of Livingston Zoning Code

Recommendation and Summary

Staff recommends the Commission approve proposed updates to the City of Livingston Zoning Code Article V Section 30.50 Signs by adopting the following motion:

“I move to approve Ordinance 3034 to update the City of Livingston Zoning Code Article V Section 30.50 Signs and authorize the Chair to sign Ordinance 3034.”

The reasons for the recommendation are as follows:

- The proposed code update provides clarity about certain elements of the sign code and allows for new signage in downtown Livingston to be consistent with the projecting and neon historic sign styles that are a trademark of the City’s downtown.
- The proposed update will streamline the sign review process by allowing Sign Plans for projects located outside the Downtown Historic District to be administratively reviewed by staff (signs within the Downtown Historic District will continue to be reviewed by the HPC).
- Enforcement of the sign code will shift from the City’s Building Official to the Zoning Coordinator.
- Language in the sign code has been updated to increase its consistency with the *Reed Et Al. v Town of Gilbert* Supreme Court decision related to content-based restrictions on signage.

Introduction and History

The sign code update was initiated after several sign design review applications to the Historic Preservation Commission (HPC) had to be modified to comply with the City’s Zoning Code, even though the proposed signs were consistent with existing signage in the Downtown Historic District. HPC discussion about code updates focused on the Downtown Historic District and how to increase flexibility for downtown business owners to replicate historic signage. The HPC unanimously approved the sign code updates that were submitted to the Zoning Commission for a recommendation.

On October 11, 2022 the Zoning Commission voted to recommend that the City Commission approve the proposed amendments to Article V Section 30.50 Signs in the City’s Zoning Code.

Analysis

The proposed updates to the sign code provide greater flexibility of sign design within the Downtown Historic District, especially as relates to wall, window and projecting signs and sign lighting. The revised code will allow new signage to be consistent with existing historic signs and will help to maintain the unique character of Livingston’s Downtown. These code updates will also allow staff to implement recommendations from Chapter 11 in the 2021 Growth Policy, including bringing the City’s sign code into

conformance with the *Reed Et Al. v Town of Gilbert* Supreme Court decision about content-based sign restrictions and shifting responsibility for enforcement of the sign code from the Building to the Planning Department.

The proposed updates to the City of Livingston Zoning Code comply with MCA 76-2-304 for Zoning Regulations.

Fiscal Impact

Please include a brief statement of the financial impact of the requested action or deliberation. Usually it is sufficient to note where an item is budgeted or a general revenue/expense impact.

Strategic Alignment

The proposed zoning code amendment supports the 2021 Growth Policy Strategy 2.1.2.5 to update sign and landscaping codes for commercial areas. The proposed zoning code update also supports Growth Policy Chapter 11 recommendations that the City review Section 30.50 in the Zoning Code for sign standards to meet the intent of the zoning code, recommendations of the Growth Policy and compliance with state, county and local laws including but not limited to *Reed v. Town of Gilbert*, and to evaluate the role of the Building Official to enforce the sign ordinance.

Attachments

- A. Draft Ordinance 3034

ORDINANCE NO. 3040
AN ORDINANCE OF THE CITY COMMISSION OF CITY OF LIVINGSTON,
MONTANA, AMENDING CHAPTER 30, ARTICLE V, SECTION 30.50 OF THE CITY
ZONING ORDINANCE ENTITLED SIGNS.

Preamble.

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

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

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

WHEREAS, the City of Livingston Zoning Commission voted unanimously to recommend approval of the amendments to Section 30.50 of the Zoning Ordinance to the City Commission;

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

SECTION 1

That Chapter 30 - Zoning Ordinance, Article – Supplementary General Requirements, Section 30.50 – Signs be amended as follows with deletions struck-through and additions redlined as follows:

Sec. 30.50. - Signs.

- A. Intent. The intent of this Section is to provide standards for erection, design and placement of all signs and sign structures. Design standards are established to achieve the proper relationship of signs to their environment, enhance the outward appearance of the community

as a whole, secure pedestrian and vehicular safety, preserve the historic aspects of the City of Livingston and promote the conservation of energy by regulating lighted signs.

B. Definitions.

1. "Actual business premises" means the owned or leased real property from which the business is actively transacted.
2. "Animated sign" means a sign with action or motion, flashing or intermittent lights and/or color changes requiring electrical energy, electronic or manufactured sources of activation, but not including wind-activated elements such as flags and banners.
3. "Awning signs" means a sign which is an integral part of a window awning assembly, to include the printing or painting of words onto awning material.
4. "Backlit" means a method of sign illumination that consists of lighting placed behind translucent or semi-transparent sign elements allowing light to project through the front of the sign element.
5. "Banner Sign" means a sign made of lightweight fabric, plastic, vinyl, or similar material with no enclosing framework that is mounted to a building or other structure at one (1) or more edges.
6. "Billboard signs" means any standard outdoor advertising sign larger than two hundred (200) square feet in area which is designed to advertise products, services or businesses not located on the premises on which the sign is located.
7. "Door Sign" means a sign placed inside or upon the door and is visible from the exterior of the building. Door signs may only contain the names, logos, contact information, and hours of the businesses or tenants located within the building.
8. "Free standing signs" means a sign which is supported by one (1) or more columns, uprights, or braces and is permanently fixed in the ground.
9. "Halo Lit" means a method of sign illumination that consists of lighting attached to the back of opaque sign elements with light projected behind and parallel to the sign elements. Halo lighting shall not allow any light to be projected beyond the horizontal plane of the rear of the sign element.
10. "Marquee sign" means a specific type of reader board but restricted to use by active movie theaters.
"Menu board" means a sign specifically designed to advise customers of the menu of food available in the establishment by which the menu board is owned
11. "Monument sign" means a sign, single- or double-sided mounted, flush with the surface of the grade upon which sets the business, industry, or other commercial enterprise which the sign advertises. A monument sign must be landscaped with grass, shrubs or other plants or other landscape material in an area not less than three (3) feet surrounding such sign in all directions.
12. "Neon Sign" means electric signs lighted by luminous gas-discharge tubes that contain rarefied neon or other gases. Signs utilizing light-emitting diodes (LEDs) to mimic the appearance of neon signs shall be considered neon signs.

13. "Off-premises sign" means a sign located on property other than the actual business premises.
14. "Portable sign" means any sign designed to be easily moved or transported whether by carrying, by mounted wheels, by trailer or otherwise.
15. "Projecting sign" means a sign installed on the facade of a building or underside of an awning which is attached to such building in a perpendicular manner or at an angle to the building wall.
16. "Reader board" means a sign designed to allow the letters on the sign to be altered, removed and added.
17. "Revolving sign" means a sign which revolves three hundred sixty (360) degrees.
- ~~8. "Reader board" means a sign designed to allow the letters on the sign to be altered, removed and added.~~
- ~~9. "Marquee sign" means a specific type of reader board but restricted to use by active movie theaters.~~
- ~~10. "Projecting sign" means a sign installed on the facade of a building which is attached to such building in a perpendicular manner or at an angle to the building wall.~~
18. ~~12. "Sandwich board~~ Sidewalk sign" means a movable sign ~~— painted on both of the outside of two (2) boards fastened together at the top with a hinge-like device,~~ designed to be placed on the sidewalk area in front of an establishment.
19. "Sign" means any device designed to inform or attract the attention of persons not on the premises on which the sign is located, including, but not limited to, signs described in subsections (B)(1) through (B)(~~12~~25) of this Section. For the purpose of determining number of signs, a sign will be considered to be a single display device with not more than two (2) display surfaces (back-to-back) or display device containing elements organized, related and composed to form a unit. For measurement purposes, the square footage of a sign which employs back-to-back display surfaces will only be considered as the square footage of one (1) side of that sign. Where matter is displayed in a random manner without organized relationship of elements, or where there is reasonable doubt about the relationship of elements, each element will be considered a separate sign.
20. ~~14. "Sign area" means the entire area within any type of perimeter or border which may enclose the outer limits of any writing, representation, emblem, figure or character. The area of the sign having no such perimeter or border shall be computed by enclosing the entire area with parallelograms, triangles or circles of the smallest size sufficient to cover the entire area of the sign and computing the area of these parallelograms, triangles or circles. The area computed shall be the maximum portion or portions which may be viewed from any one direction. Square Footage. The square footage of a sign shall be measured as the product of the total linear foot measurement multiplied by the total height measurement. The linear measurement shall be attained by measuring from the leftmost edge of the sign, continually measured to the rightmost edge of the sign. Any mounting material shall be part of the measurement.~~
- ~~20.~~21. "Temporary sign" means a sign made of paper, or some other limited life-span material advertising a short-term event, like a sale. Temporary signs are not subject to inclusion in a business' sign square footage measurement. Temporary signs shall be

removed within twenty-four (24) hours after the completion of the advertised event. The term includes real estate and political signs.

~~15. "Actual business premises" means the owned or leased real property from which the primary business is actively transacted.~~

~~16. "Off-premises sign" means a sign located on property other than the actual business premises.~~

~~17. "Banner signs" means a strip of cloth, plastic or other material displaying advertising or other information.~~

~~18. "Portable sign" means any sign designed to be easily moved or transported whether by carrying, by mounted wheels, by trailer or otherwise.~~

~~22.~~ ~~19.~~ "Voluntary modification" means any modification to an existing sign which reflects a conscious business or personal decision. This may include a change in corporate color scheme, change of logo, or any other change which would require the replacement of existing sign faces. It does not include the replacement or repair of sign faces with new, identical faces as part of normal maintenance or due to damage by wind, fire or other hazard.

~~21.~~ ~~23.~~ "Wall Sign" means a sign attached to or erected against the wall of a building with the face in a parallel plane to the place of the building wall, including a sign attached to a parapet wall that may be constructed specifically for the purpose of attaching a sign.

25. "Window Sign" means a sign that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.

C. General.

1. Nothing in this Section shall be interpreted as prohibiting or excluding such signs as are required by law. This includes legal notices and advertisements prescribed by law or posted by any lawful officer or agent.
2. Any sign which is readily visible from the public right-of-way in an exterior window of a building, whether on the external or internal side of the window, shall be regulated by the provisions of this Section. Temporary ~~sale~~ signs are excluded, however, no single temporary sign shall exceed six (6) square feet in size, and the total of all such temporary signs shall not exceed fifty (50) percent of the transparency of the window in which they are visible.
3. All signs as permitted by this Section shall be maintained by the owner and kept in good repair and shall be painted and repaired at reasonable intervals. The surface of the ground under and about any sign shall be kept clear of weeds, rubbish and flammable waste material.
4. All signs shall be designed and constructed in accordance with the Uniform Sign Code.
5. A building permit must be obtained ~~from the Zoning Coordinator and Building Official (if required)~~ by the person who is erecting the sign prior to the construction of any sign, except for those signs listed in subsection E of this Section.

6. Signs not in use by reason of change of occupancy or use by vacation of the building shall be removed within thirty (30) days of such change by the owner of the sign, or the owner of the property. The City has the option of removing such sign at the end of the thirty (30) day period after giving fifteen (15) days' written notice by certified mail to the owner, and upon such removal, the full charges of removal shall constitute a mechanic's lien against the real property enforceable pursuant to State law.
 7. All existing signs that have been constructed pursuant to City sign permits and variances through the official date of the ordinance codified in this Section (Ord. 1749 effective date, October 20, 1993) shall be grandfathered and do not have to conform as to the height, size or prohibited signs subsections of this Section. Other provisions of this Section shall apply to existing signs. Grandfathered signs which are voluntarily modified must meet all requirements of this Section. Signs which have previously been granted variances may continue to exist within the parameters of those variances.
 8. The ~~Building Official~~ [Zoning Coordinator](#) shall be responsible for the enforcement of this sign ordinance.
 9. All buildings with more than one (1) business occupant must submit to ~~the Board of Adjustment~~ [Zoning Coordinator](#) a master signage plan which identifies the number and location of all potential signs on the property before any sign permits may be issued. For properties located in the Downtown Historic District, this master plan will be submitted to the Historic Preservation Commission. Any deviation from an approved master plan must be approved by the appropriate body prior to permit issuance.
 10. Pre-existing multi-occupant buildings will not be issued any new sign permits until a master plan is approved by the appropriate body.
 11. Any sign variance issued to multi-occupant property shall constitute an amendment to that property's signage master plan.
 12. All signs located in the Historic Preservation District must comply with the requirements of [Chapter 31 of the City Ordinances](#) ~~the~~ Historic District Overlay Zoning.
- D. Prohibited Signs.
1. No animated signs shall be erected in any zoning district, except time and temperature signs which may be erected in the Central Business District only and existing lighted signs in the Downtown Historic Preservation District which flash, chase, move, revolve, rotate, blink, flicker or vary in intensity or color; however, such lights must be turned off when the business is closed. [Only time and temperature shall be animated.](#)
 2. No revolving sign may be permitted in any district.
 3. No billboard sign shall be erected in any zoning district.
 4. In the Central Business District [Zoning District](#), no backlit signs are allowed.
 5. Visibility at Corners, Alleys and Driveway Approaches. On the street side of all lots where an alley or driveway enters the street right-of-way, and on all corner lots, a triangular clear vision zone shall be maintained. The zone shall measure ten (10) feet into the lot, as measured from the edge of the sidewalk nearest the property line, and twenty (20) feet parallel to the street measured from the edge of any alley, driveway or street

corner along the edge of the sidewalk nearest the property line. No structure of any kind over three (3) feet in height shall be erected or maintained within the above defined clear vision zone. If no sidewalk exists, the point of reference for all measurements shall be determined by the Building Official.

6. Notwithstanding any other provisions contained in this Section, no free standing sign shall be erected or maintained upon any spire, chimney, cupola, water tank, water tower, radio aerial or television antenna.
 7. No sign shall be erected on any property without the express permission of the occupant, owner, lessee or any authorized agent thereof.
 8. No sign shall be erected in such a manner that a portion of the sign or their supports are attached to or will interfere with the free use of any fire escape, exit, or standpipe, or obstruct any required stairway, door, ventilator or window.
 9. No sign shall be attached to any tree.
 10. Menu boards are not permitted on any property other than that occupied by a restaurant-type business.
 11. No portable and/or trailer-mounted signs shall be allowed.
 12. ~~No sign not in conformance with this Code shall be allowed.~~
- E. Signs ~~Permitted~~ Allowed in All Districts Without a Permit. The following signs are permitted in all zoning districts and will not require a permit:
1. Signs advertising the sale, lease or rental of the premises upon which the sign is located, which do not exceed twelve (12) square feet in area, except in all residential districts where the area of the sign shall not be more than six (6) square feet. Only two (2) such signs shall be allowed on any one (1) property;
 2. Signs bearing only property numbers, post box numbers, names of occupants of premises or other identification of premises not having commercial promotion;
 3. Flags and insignia of the government except when displayed in connection with commercial promotion;
 4. Legal notices: identification, information or directional signs erected or required by governmental bodies;
 5. Integral decorative or architectural features of buildings, except letters, trademarks, moving parts or moving lights;
 6. Signs directing and guiding traffic and parking on private property, but bearing no advertising matter;
 7. Detached bulletin boards, ~~for churches, schools, or other public, religious or educational institutions~~ provided such sign is no greater than 15 square feet and located not less than ten (10) feet from the established right-of-way line of any street or highway and does not obstruct traffic visibility at street or highway intersections;
 8. Construction information signs, providing the signs are removed immediately following final completion of construction;

9. Nonilluminated home occupation signs on any residence which is the site of a home occupation in accordance with Section 30.55. Such signs shall not exceed two (2) square feet;
 10. Signs advertising a candidate for political office. Such signs shall not exceed sixteen (16) square feet and shall be removed within seven (7) days after any election;
 11. Signs advertising yard/garage sales, and the like. Such signs shall not exceed two (2) square feet and must be removed by the owner within forty-eight (48) hours of the completion of the sale.
- F. Signs in a Residential District. Within a residential district only, the following signs shall be permitted:
1. Signs listed in subsection E of this Section which do not require a permit; and
 2. Signs advertising a permitted or existing commercial use within a residential district. Such signs require a permit from the Building Official, and shall be permitted only under the following conditions:
 - a. Only one (1) on-premises sign will be allowed for each business.
 - b. The maximum allowable size for each sign shall be twelve (12) square feet.
 - c. Illuminated signs shall be illuminated only as long as the advertised business is open.
 - d. No sign shall be erected or placed closer than five (5) feet to the lot line adjacent to the street. Temporary signs are exempted from setback requirements.
- G. Signs in Commercial and Industrial Districts Requiring a Permit.
1. Setback. Free standing and monument signs shall be located a minimum of five (5) feet inside all private property lines.
 2. Lighting.
 - a. All lighting shall comply with the requirements of ~~Ordinance No. 1967~~ Chapter 18 “Night Sky Protection Act” of the City of Livingston Code of Ordinances. ~~commonly referred to as the Night Sky Protection Ordinance.~~ In no event may an illuminated sign or lighting device be placed or directed so the beams constitute a traffic hazard or nuisance. All wiring, fitting and material used in construction, connection and operation of electrically illuminated signs shall be in accordance with the provisions of the Uniform Electric Code.
 - b. In the Central Business District, backlit and up lit signs are prohibited. Lighting, including but not limited to: halo lit, downlit, and neon signs is allowed. Neon signs in the style of historic downtown signs are highly encouraged in the Central Business District.
 3. Number of Signs.
 - a. In Commercial and Industrial Zoning Districts, other than the Central Business District, each use is limited to ~~two (2) wall signs~~ a total of three (3) wall, roof-mounted, and/or window signs, one (1) projecting sign or awning sign, and one (1) door sign. In addition, one (1) monument sign or one (1) free standing sign is

permitted for each building, regardless of the number of businesses or industrial uses conducted in any one (1) building. Additionally, movie theaters are allowed one (1) marquee sign.

- b. In the Central Business District Zoning District, each use is limited to two (2) wall signs, one (1) projecting sign, one (1) awning sign, and one (1) sidewalk sign. Each use is allowed window and door signs, and there shall be no maximum number of window or door signs. Additionally, movie theaters are allowed one (1) marquee sign. Free standing and monument signs are not permitted in the Central Business District.

~~4.—Height.~~

~~a.—No monument sign shall exceed five (5) feet in height.~~

~~b.—No free standing sign shall exceed thirty (30) feet in height.~~

5. ~~Permitted Surface Area~~ Specific Sign Type Standards.

a. Wall, Window, and Door Signs.

- i. In Commercial and Industrial Zoning Districts, other than the Central Business District, ~~t~~The total surface area of all wall signs and window signs is limited to ~~one hundred (100) square feet in the Central Business District and otherwise~~ to two (2) square feet of sign for each linear ~~1~~ foot of frontage width of the business, provided that the maximum total surface area for all wall signs does not exceed three hundred (300) square feet. Door signs are not limited in square footage and shall not count towards to the total square footage of wall and window signs, but shall only contain the logo, names, contact information, and hours of the businesses or tenants located within the building.

ii. In the Central Business District:

- the total surface area of wall signs on the front street side and/or side street side of a building is limited to two (2) square feet of sign for each linear foot of building frontage not to exceed 100 square feet per street side.
- Buildings with exposed side walls not fronting a street are allowed wall signs of up to 250 square feet. Non-street side wall signs must be painted directly onto the façade of the building and cannot be lit.
- Window signs are limited to 30% of the total window area of the building regardless of the number of uses.
- Door signs are not limited in square footage and shall not count towards to the total square footage of wall and window signs, but shall only contain the logo, names, contact information, and hours of the businesses or tenants located within the building.

- b. Monument Signs. Monument signs shall not exceed one hundred (100) square feet in total surface area. No monument sign shall exceed five (5) feet in height.
- c. Free Standing Signs. Free standing signs shall not exceed one hundred fifty (150) square feet in total surface area. No free standing sign shall exceed thirty (30) feet in height.

- ~~6.~~ d. Roof-Mounted Signs. Any sign located on the roof of a building shall not exceed twenty-four (24) inches in height and shall not exceed the top of the roof line. The square footage of roof-mounted signs shall be counted as a portion of the limitation on wall-mounted signs, i.e., the total surface area of wall-mounted signs added to any roof-mounted signs may not exceed three hundred (300) square feet maximum, or less if the linear front footage of the building is less than one hundred fifty (150) feet.

e. Sidewalk Signs.

- i. Sidewalk signs shall be no greater than forty (40) inches in height measured vertically from the surface grade, and no greater than thirty (30) inches in width measured at the widest point of the sign. No element of the sidewalk sign may protrude more than 4 inches from the main post or supports of the sign.
- ii. Sidewalk signs shall not be located at street intersections or placed in any manner to obstruct access to crosswalks, crosswalk ramps, and crossing push buttons.
- iii. Sidewalk signs must be placed on the sidewalk directly adjacent to the uses they are advertising and must be brought inside when the advertised business is closed.
- iv. Sidewalk signs must be weighted or tethered in such a manner that they are prevented from moving due to wind.
- v. On sidewalks ten (10) feet and greater in width, sidewalk sign may be placed on the sidewalk with the furthest point of the sign no greater than thirty-six (36) inches from the curb or thirty-six (36) inches from the property line. At no point shall the sidewalk sign, combined with other sidewalk elements create an unobstructed sidewalk surface width of less than six (6) feet.
- vi. On sidewalks less than ten (10) feet in width, sidewalk signs may be placed on the sidewalk with the furthest point of the sign no greater than thirty-six (36) inches from the curb. At no point shall the sidewalk sign, combined with other sidewalk elements create an unobstructed sidewalk surface width of less than four (4) feet. If the sidewalk is not able to accommodate a sidewalk sign while maintaining a four-foot unobstructed surface, sidewalk signs are not allowed in that location.
- vii. On sidewalks with a boulevard, sidewalk signs shall be placed entirely in the boulevard.

f. Projecting Signs.

- i. The lowest point of any projecting sign, regardless of location, shall be at least eight (8) feet above grade.
- ii. In Commercial and Industrial Zoning Districts, projecting signs shall not exceed twenty (20) square feet in total.
- iii. In the Downtown Historic District, new projecting signs shall not exceed twenty (20) square feet in total or be determined to be consistent with existing historic signs within the district by the Historic Preservation Commission.

g. Awning Signs. Awning signs may include signage printed directly on the awning or hung or attached to the awning structure. Total square footage of awning signage shall not exceed fifteen (15) square feet.

h. Banner Signs. Temporary banner-type signs shall be allowed for a period of no more than sixty (60) days, limited to no more than seventy-five (75) square feet, and used by any business or entity no more than once per year.

7. Off-Premises Signs. A business may have up to four (4) off-premises signs; however, the total square footage of these off-premises signs may not exceed one hundred fifty (150) square feet. No other off-premises signs shall be allowed. Excepted from this provision are:

~~a. —Garage sale or hobby show signs no greater than two (2) square feet in area on the date only of the activity;~~

a. ~~b. —Auction and special event~~Temporary signs no greater than nine (9) square feet in area for no longer than three (3) days (seventy-two (72) hours);

b. ~~e. —Directional signs for public facilities and museums;~~

c. ~~d. —Temporary B~~anner signs ~~for public performances~~ not exceeding one hundred twenty (120) square feet to be posted for no more than twenty (20) days.

~~i. —No signs in the public right of way or in any required right of way shall be allowed except for governmental traffic control signs (unless a business premises is on the railroad right of way). Properly permitted sandwich board signs not to exceed six (6) square feet per side are excepted from this provision provided that they shall be limited to one (1) per twenty-five (25) feet of building frontage and may only be located in front of the business being advertised. The City Commission, upon request from a property owner in front of whose property a sign is to be located, may, where deemed in the public interest, allow a sandwich board sign to be placed other than in front of the business being advertised.~~

~~8. —Banner Signs.~~ Temporary banner type signs shall be allowed for a period of no more than sixty (60) days, limited to no more than seventy-five (75) square feet, and used by any business or entity no more than once per year.

~~H. —Variance Parameters for Signs.~~ Variances may be granted only if there is undue hardship from the application of these sign regulations due to the particular location and site characteristics of the applicant that are different from those cited generally.

I. Damaged Signs. Any existing sign not in conformity with this Section that is damaged in either surface area of the sign or in the structure by more than fifty (50) percent shall be removed and any new sign shall meet all requirements of this Section.

J. Complaint and Notice of Violation Procedure. The City Code Enforcement Officer shall issue a notice of violation in person to the offending property owner, business owner or agent, as the case may be, specifying the violation and steps necessary for correction. If the violation is not brought into compliance within fifteen (15) working days from the personal delivery of

the notice of violation, the City shall file a civil complaint against the offending person. Failure to provide the written notice identified herein shall not preclude the filing of a complaint in City Court.

- K. Violation and Civil Penalty. It shall be a civil infraction for any person to violate any provision of this Section. Any violation of any provision of this Section is a civil infraction punishable by a civil fine not to exceed Three Hundred Dollars (\$300.00).

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

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 date of this ordinance.

SECTION 5

Effective date:

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

PASSED by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the _____ day of February, 2023.

MELISSA NOOTZ - CHAIR

ATTEST:

FAITH KINNICK
Recording Secretary

PASSED, ADOPTED AND APPROVED by the City Commission of the City of Livingston, Montana, on second reading at a regular session thereof held on the _____ day of March, 2023.

MELISSA NOOTZ – Chair

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

BRUCE BECKER
City Attorney

File Attachments for Item:

A. A RESOLUTION BY THE CITY OF LIVINGSTON CITY COMMISSION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO FEMA – STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO REQUIRED CONTRACTS FOR GRANT FUNDS TO HIRE ADDITIONAL STAFFING FOR LIVINGSTON FIRE RESCUE.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



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Chairperson
Melissa Nootz

Vice Chair
Karrie Kahle

Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

Date: February 21, 2023
To: Chair Nootz and City Commissioners
From: Lisa Lowy, Administrative Services and HR Director

Staff Report for Resolution No. 5087 to Authorize Applying for FEMA – Staffing for Adequate Fire and Emergency Response (SAFER) Grant Funding

Recommendation and Summary

Staff is recommending the Commission Approve Resolution 5087 to authorize applying for a FEMA – Staffing for Adequate Fire and Emergency Response grant to enhance staffing at Livingston Fire Rescue:

“I move to approve Resolution 5087 and authorize the Chair and City Manager to sign the Resolution authorizing the City Manager or their designee to apply for FEMA SAFER funds and execute any contracts or requirements if awarded.”

The reasons for the recommendation are as follows:

- The growth of the City has increased call volumes for Livingston Fire Rescue annually with no increase in career staffing.
- The SAFER grant, if awarded, provides 3 years of salary and benefits for requested positions without a required fiscal match.
- This grant, if awarded, would allow LFR to increase staffing and enhance community response and outreach while allowing for building of bench strength in the Reserve program.

Introduction and History

The City of Livingston LFR has experienced increased call volume over the course of the last 10 years without the ability to increase staffing due to the tax structure of the State of Montana. The SAFER grants allow for the offset of the costs for a set period of time (3 yrs). During that 3 year period, alternative avenues such as operational levies and intergovernmental transfers can be more thoroughly explored and vetted.

Analysis

Although highly competitive SAFER grant provide one of the few grant funding streams without a required match. The increase to staffing would allow for more robust response, protection of

primary service zone without a reduction in services and the ability to staff for anticipated high volumes of tourists this season.

Fiscal Impact

The FEMA SAFER grant does not require a fiscal match.

Attachments

- A. Attachment A: Resolution 5087

RESOLUTION NO. 5087

Required Authorizations for FEMA –
Staffing for Adequate Fire and Emergency Response (SAFER)

A RESOLUTION BY THE CITY OF LIVINGSTON CITY COMMISSION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO FEMA – STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO REQUIRED CONTRACTS FOR GRANT FUNDS TO HIRE ADDITIONAL STAFFING FOR LIVINGSTON FIRE RESCUE.

WHEREAS, the City of Livingston is applying to FEMA for financial assistance from the Staffing for Adequate Fire and Emergency Response (SAFER) grant program;

WHEREAS, the City of Livingston, has the legal jurisdiction and authority to construct, finance, operate a Fire and EMS department within in the City Limits and in Park County, Montana; and

THAT the, the City of Livingston agrees to comply with all requirements and conditions of the FEMA – SAFER grant if awarded; and

NOW, THEREFORE, BE IT RESOLVED, That the Livingston City Commission authorizes the City Manager or their designee to submit this application to the FEMA - SAFER program, on behalf of the City of Livingston, to act on its behalf and to provide such additional information as may be required and further;

And the City Manager or their designee is hereby authorized to enter into any contracts or agreements required by FEMA for the funding if awarded.

PASSED AND ADOPTED, by the City Commission of the City of Livingston, this 21st day of February, 2023.

MELISSA NOOTZ, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK,
Recording Secretary

JON HESS,
Interim City Attorney

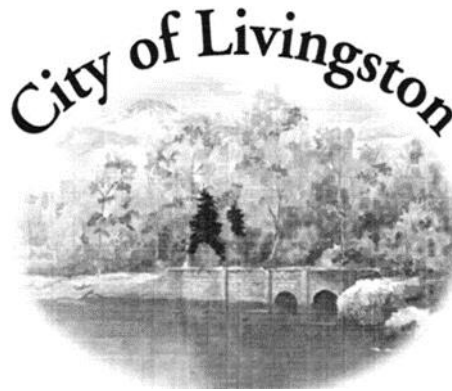
File Attachments for Item:

A. DISCUSS/APPROVE/DENY: REQUEST TO CREATE AN EXCEPTION TO THE ENFORCEMENT OF THE OPEN CONTAINER STATUTE DURING THE PLATT/PUCKETT WEDDING.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Melissa Nootz

Vice Chair
Karrie Kahle

Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

Date: February 21, 2023
To: Chair Nootz and City Commissioners
From: Grant Gager, City Manager

Staff Report for Consideration of Platt/Pucket Request for a Special Event Exception To City of Livingston Alcohol Consumption Restrictions

Recommendation and Summary

Staff is recommending the City Commission approve the exception to the enforcement of restrictions on consumption of beer or liquor during the Platt/Pucket Wedding & Street Party scheduled on September 16, 2023, by adopting the following motion:

"I move to approve the request to create an exception to the enforcement of the Open Container Statute during the Platt/Puckett Wedding."

The reasons for the recommendation are as follows:

- The Livingston Municipal Code allows the City Commission to provide exceptions for special events to allow public consumption of beer or liquor.
- The City has received a request from a special event operator for such an exception and the operator has provided the necessary information.

Introduction and History

The applicant has submitted a Special Event Permit requesting the road closure of N. Main St. from Park Street to Callender Street to host a special event (wedding). The applicant has additionally requested an exception pursuant to Section 10-8.B. that would allow the consumption of beer or liquor within the public right-of-way during the event. The applicant is seeking the exception from 2:00 p.m. to Midnight on September 16, 2023, such provisions will allow for the Platt/Puckett Wedding/Street Party.

The applicant will host an outdoor wedding on stage and post-nuptial "street party," welcoming the general public to join them as they celebrate their big day. They will have live music with bands/DJ, dancing, food trucks, anticipating upwards of 600 people in attendance.

Analysis

City staff has reviewed the application submitted by the applicant. After reviewing the application as submitted, both the police and fire departments outlined additional including an additional Police and EMS coverage to complement normal staffing and ensure public safety. The applicants are agreeable to additional conditions and costs associated to meet public safety standards

requirements, and the application has been conditionally approved by staff, pending Commission approval.

The current request is before the Commission in order to allow the applicant adequate time to secure music and food vendors.

Fiscal Impact

Application fees will offset any costs associated with the event and the applicant has agreed to reimburse the City for additional police and fire department coverage as well as associated road closure costs.

Attachments

- Attachment A: Platt. Puckett Wedding Street Party
- Attachment B: Platt Puckett Street Closure Application
- Attachment C: Platt. Puckett Street Party Email Communications
- Attachment D. Platt Puckett Cost Estimate
- Attachment E. Sec. 10-8 Livingston Municipal Code

City of Livingston Special Event Permit Application

The City of Livingston Special Event Permit Application applies to City of Livingston Streets, Facilities, Parks and Trails; this does NOT include private property. Completed applications must be submitted at least 6 weeks prior to the event date. (8 weeks if requesting fee waivers, see Section 7 for eligibility)

Applications **are not considered complete** until the following items have been submitted:

- Signed Application
- Non-refundable application fee: \$50 resident / \$80 non-resident
- Refundable Deposit if utilizing any COL equipment or Facility
- Proof of Liability Insurance
 - \$1,500,000 and \$750,000 per occurrence
 - Fire Casualty and Property loss insurance on the premises in the minimum amount of \$500,000.00 with a loss payable provisions to the City.
- Proposed maps/layout of event
 - If run/walk, include locations of water stations/volunteers/traffic control devices

Application Information (should also serve as the event day contact)

Renter/Contact Name: Caleb Platt

Organization: _____

Email Address: calebjplatt@gmail.com Tax ID Number: _____

Address: 214 S. E St City, State, Zip: Livingston, MT 59047

Mobile Phone: 406 - 589 - 4986 Work Phone: _____

Group insuring event: _____

Insurance Company: _____ Policy Number: _____

Insurance Agent: _____ Insurance Phone: _____

Insurance Address: _____

Event Information

Name of Event: Platt/Pockett Street Party/Wedding Date of Event: 9/16/23

Event Type: Street Party/Wedding Approx # of Attendees: 300 - 600

Proposed Route(s) and/or Map(s) Attached: Yes Time(s) of event: Afternoon/Night of 9/16/23

Set up	Event	Event	Cleanup
Begins: <u>2 PM</u>	Begins: <u>6 PM</u>	ends: <u>11 PM</u>	Complete: <u>12 AM</u>

Please provide a brief description of your event: *(use additional sheet if you need more space)*

We want to host an open-to-the-public free street party with dancing, foodtrucks, a DJ and hopefully some bands on the first north block of Main Street. We want to get married during the street party. All affected businesses are aware and on board.

Please identify any safety / security issues:

Do you plan for your event to:

Have food: Yes If yes, have you contacted the Park County Sanitarian at 406-222-4145 and followed all requirements? Food will be in self-contained food trucks

Accumulate waste: If yes, please notate your disposal plan (We recommend 1 – 96 Gallon can per 200 people):
2 cans

The City of Livingston will supply additional trash cans for your event, if utilizing, please notate quantity:

 Mon – Fri, 7am – 4pm: \$20 for first can; \$10 per additional can

Y Mon – Fri, 4pm-10pm; Saturday & Sunday: \$30 for first can; \$15 per additional can

Need restrooms: No If yes, how do you plan to accommodate? (We recommend one toilet per 250 people)

Need electricity: Yes If yes, what for and what source do you plan to use?
Generator, possibly light posts

Utilize parking: N/A If yes, how do you plan to accommodate?

Utilize City park/facility/space: N/A If yes, please name the space and provide record of reservation. Contact the Recreation Department at 406-223-2233 to reserve.

Use a stage, bleachers, tents or other temporary structures: Stages
If yes, please attach a drawing of proposed location(s) and sizes. \$30 irrigation locate fee applies when in parks.

*Utilize Cones, A-frames or Barricades from the City of Livingston:

Candlestick Cones: @ \$3 each A-Frames: @ \$7 each Barricades: 4 @ \$12 each
Construction Fencing: @ \$15 / 100 feet

**When rented individually these items do require a \$100 refundable deposit upon return of items*

Street Closure: If yes, please notate number of streets* in accurate space provided as well as on the route map
 Mon – Fri, 7am – 4pm: \$110 each (up to 2 streets) \$50 per street over 2

X Mon – Fri, 4pm-10pm; Saturday & Sunday: \$200 each (up to 2 streets) \$100 per street over 2

**A street is considered one city block. Permit Holder understands responsibility to notify ALL residents / businesses affected by closure*

Alcohol to be served at event: If yes, describe the location of sales, liquor license to be used and measures to insure proper ID for purchases and persons supervising the operation:

Alcohol can be purchased at local establishments. We will not be serving alcohol

☐ Liquor Liability Attached as described in Section 7

☐ Proof of Alcohol Server Training as described in Section 7

Requests for special animal policy considerations as described in Section 7:

If yes, please describe:

Will the event require camping or temporary housing: No If yes, have you the Park County Sanitarian at 406-222-4145 to set up a temporary housing plan and answer the following questions:

_____ Date(s) Camping will occur _____ Location of camp site(s) _____ Number of campers
 _____ Number of tents _____ Location of tent(s) _____ Fire Ring(s) needed? (must be authorized by Fire Dept)

Please describe plan for water/sanitation facilities and parking:

Agreement to the City of Livingston Special Event conditions. Application hereby agrees to comply with the City of Livingston Special Event Conditions (Policy & Fee Schedule – Section 7). Upon signing this application, the applicant agrees not to violate any state or city codes in the presentation of the requested special event.

In consideration for permission to conduct its activity as requested, applicant agrees to indemnify, defend and hold harmless the City of Livingston, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person from all liability claims, actions or judgements which may arise from the activity. Applicants also agree to obtain valid save or hold harmless agreements from all participants in its activity, protecting the City of Livingston from all losses arising out of its activity, including damages of any kind or nature.

I, Caleb Platt hereby agree to the terms of insurance as set forth by the City of Livingston for my special event, and realize I must attach proof of insurance with this document in order for my application to be considered complete.

[Signature] 1/9/23
 Responsible Party (must have authority to sign) Date

 City of Livingston Parks & Recreation Date

South Main Street

84

East
Callender St.

West
Callender St.

Barricade

Barricade

Small
Stage

Seating

Seating

Tables

Tables

Dance
Area

Large
Stage

Food Truck

Food Truck

Barricade

Barricade

Alley

Alley

Map not
to scale

North Main Street

East
Park Street

West
Park Street

Platt / Puckett
Street Party
9/16/23

Event General Liability Insurance
Underwriting Answers

PROPOSAL NUMBER	3561563	85
ANSWERED ON	01/09/2023	
POLICY EFFECTIVE	09/16/2023	

UNDERWRITING QUESTIONS & ANSWERS

Question 1:

Are there water activities, amusement devices, inflatables, rides or animals?

☒ No ☐ Yes

Answer Date: 01/09/2023

Question 2:

Will your event(s) be a political event, activist event, protest, rally or march?

☒ No ☐ Yes

Answer Date: 01/09/2023

Question 3:

Is there camping, sleeping overnight or events past 2am?

☒ No ☐ Yes

Answer Date: 01/09/2023

Question 4:

Will you or anyone under your direction be operating a golf cart, ATV or UTV?

☒ No ☐ Yes

Answer Date: 01/09/2023

Question 5:

Have you or anyone involved in the Event had more than 1 Event Liability Claims/Losses or any Event Liability Claim/Loss valued over \$10,000 in the past 5 years?

☒ No ☐ Yes

Answer Date: 01/09/2023

Question 6:

Does your event include a live concert or a DJ performance?

☐ No ☒ Yes

Answer Date: 01/09/2023

Question 6A:

Will your event have any of the following live music?

Alternative Rock, Heavy Metal, Hip Hop, Punk Rock, R & B, Rap, Ska or Spoken Word.

☒ None of the Above Music Will Be Played ☐ Yes

Answer Date: 01/09/2023

Question 6B:

Will someone else like the venue or an independent insured firm be in charge of security?

☒ No ☐ Yes

Answer Date: 01/09/2023

Question 7:

Will you, the insured, your operations, your products, or your event participation have any involvement with cannabis or cannabis-related products?

☒ No ☐ Yes

Answer Date: 01/09/2023

Question 8

Will your event involve any type of motorsports including but not limited to car, atv, utv or motorcycle racing, rallying,

Event General Liability Insurance
Proposal & Application

Payment Outstanding

PROPOSAL NUMBER	3561563	86
PREPARED ON	01/09/2023	
PRICING VALID UNTIL	01/16/2023 (7 days)	

If I choose to cancel my general liability policy, I will be subject to a refund fee of \$70.85, the full Administration Charge on my policy. In the very unlikely case our policy form and coverage terms do not meet my venue's insurance requirements and cannot be amended to do so, I am eligible for a full refund of my policy price. No refunds will be issued after the commencement of the policy period. See full refund policy.

Caleb Platt Agreed on January 9, 2023 at 01:43 PM

I agree to and understand the terms and conditions of my policy(s).

Caleb Platt Agreed on January 9, 2023 at 01:44 PM

I confirm that none of the excluded event types or services will be provided by the insured on this policy.

Caleb Platt Agreed on January 9, 2023 at 01:44 PM

I understand injuries to athletic/sporting participants, performers/crews and volunteers will not be covered by this policy.

Caleb Platt Agreed on January 9, 2023 at 01:44 PM

I understand there is no coverage for any losses due to any communicable disease such as Coronavirus disease (COVID-19).

Caleb Platt Agreed on January 9, 2023 at 01:44 PM

NOTICE TO THE APPLICANT

No fact, circumstance or situation indicating the probability of a Claim or action for which coverage may be afforded by the proposed insurance is now known by any person(s) or organization(s) proposed for this insurance other than that which is disclosed in this application. It is agreed by all concerned that if there is knowledge of any such fact, circumstance or situation, any Claim subsequently emanating there from shall be excluded from coverage under the proposed insurance.

For the purpose of this application, I declare that to the best of my knowledge and belief, after reasonable inquiry, the statements in this application and in any attachments, are true and complete. Underwriting Managers or the Company are authorized to make any inquiry in connection with this application. Signing this application does not bind the Company to provide or the Applicant to purchase the insurance.

If the information in this application and any attachment materially changes between the date this application is signed and the effective date of the policy, I will promptly notify the underwriter, who may modify or withdraw any outstanding quotation or agreement to bind coverage.

INSURANCE FRAUD WARNING

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime in certain jurisdictions, and subjects the person to criminal and civil penalties.

[Click here for STATE-SPECIFIC FRAUD WARNING STATEMENTS](#)

[Please review SAMPLE POLICY here](#)

TERMS AND CONDITIONS

A. I warrant to the Company, that I understand and accept the notice stated above and that the information contained herein is true and that it shall be the basis of the policy and deemed incorporated therein, should the Company evidence its acceptance of this application by issuance of a policy.

B. I confirm that I understand that this policy excludes coverage for: any Person while Practicing for or Participating in a Demonstration, Show, Competition, Contest or Athletic Event; Animal Exposures; (classified animal event removes animal exclusion) Assault & Battery; Auto Exposures; Communicable Diseases; Cyber Acts, Incidents or Data Breaches; Explosives; Firearms; Unmanned Aircraft

C. I confirm that there will be no Mosh Pits or Fireworks/Pyrotechnics (Cold Sparklers OK).

D. I understand there is no coverage for water activities, amusement devices, inflatables, rides or animals (classified animal event removes animal exclusion). This does not mean I cannot have them at my event, it means this policy will exclude coverage for water activities, amusement devices, inflatables, rides or animals. This policy will not cover any athletic or sports participants, employees, volunteers, or individuals compensated by the insured.

E. I understand that the event types under "EXCLUDED EVENT TYPES" are excluded from this policy.

EXCLUDED EVENT TYPES

Aircraft Events; Boat Shows (on the open water); Cannabis Events or Products; Childcare; Concerts with Rap, Hip Hop, Heavy Metal, or Hard Rock; Fraternity Parties; Go Kart Races; Hang Gliding/SkyDiving; Haunted Attractions; Haunted Houses; Hot Air Balloon Rides or Events; Motorized Sporting Events; Music Events with Overnight Exposure; Obstacle Races and Mud Runs; Parachuting; Parasailing; Political or Activist Events including Protests, Rallies or Marches; Raves; Roller Coasters/Sky Coasters; Roller Derby; Roller Skating Events; SkyDiving; Skateboarding; Sorority Parties; Tractor Pulls; Trampolines; Unmanned Aircraft; Wall Climbing; War Games/Re-enactments; Water Events (unless classified as water event type); Water Slides; Weapon Events including Gun Shows

F. I am hereby notified that my policy will terminate effective no later than the date and time of its expiration. I have no right of automatic renewal and additional coverage will require application with no guarantee of approval or policy issuance.

I understand that by purchasing this insurance I am joining the Promotion, Event and Prize Purchasing Group.

[Click here for STATE-SPECIFIC NOTICES](#)

Licensed Agent in all 50 states: Will Maddux

Event General Liability Insurance
Proposal & Application

Payment Outstanding

PROPOSAL NUMBER 3561563	87
PREPARED ON 01/09/2023	
PRICING VALID UNTIL 01/16/2023 (7 days)	

PREPARED FOR Caleb Platt 214 S E ST, Livingston, MT 59047 Phone: 4065894986 Email: amanda@montanainurance.net	LICENSED AGENT Key Insurance of Livingston Livingston, MT 59047 Phone: 4062233190 Email: alice@montanainurance.net																								
PROPOSAL CREATED BY Key Insurance of Livingston Livingston, MT 59047 Phone: 4062233190 Email: alice@montanainurance.net	INSURED BY Evanston Insurance Company NAIC: 35378 Rating: A.M. BEST A(Excellent) XV																								
COVERAGE LIMITS <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Each Occurrence (Includes Bodily Injury and Property Damage)</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>Damage to Rented Premises</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Personal & Advertising Injury</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>Products / Completed Operations Aggregate</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>General Aggregate</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>Medical Payments</td> <td style="text-align: right;">\$5,000</td> </tr> <tr> <td>Liquor Liability</td> <td style="text-align: right;">Not Included</td> </tr> <tr> <td>Waiver of Subrogation</td> <td style="text-align: right;">Not Included</td> </tr> <tr> <td>Primary & Non-Contributory</td> <td style="text-align: right;">Not Included</td> </tr> <tr> <td>Additional Insured(s)</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>Hired & Non-Owned Auto</td> <td style="text-align: right;">Not Included</td> </tr> <tr> <td>Deductible</td> <td style="text-align: right;">\$1,000</td> </tr> </table>	Each Occurrence (Includes Bodily Injury and Property Damage)	\$2,000,000	Damage to Rented Premises	\$100,000	Personal & Advertising Injury	\$2,000,000	Products / Completed Operations Aggregate	\$2,000,000	General Aggregate	\$2,000,000	Medical Payments	\$5,000	Liquor Liability	Not Included	Waiver of Subrogation	Not Included	Primary & Non-Contributory	Not Included	Additional Insured(s)	Included	Hired & Non-Owned Auto	Not Included	Deductible	\$1,000	POLICY COVERAGE INTENT This is just an brief overview, see policy for exact coverage. Property Damage Coverage for your rented Event Locations. Bodily Injury Coverage for your Event Attendees. Protection from Property Damage & Bodily Injury Lawsuits.
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	COST BREAKDOWN <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Premium</td> <td style="text-align: right;">\$188.95</td> </tr> <tr> <td>Stamping Fees</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Tax</td> <td style="text-align: right;">\$5.20</td> </tr> <tr> <td>Policy Fee</td> <td style="text-align: right;">\$70.85</td> </tr> <tr> <td>Risk Purchasing Group Membership Cost</td> <td style="text-align: right;">\$0.00</td> </tr> </table>	Premium	\$188.95	Stamping Fees	\$0.00	Tax	\$5.20	Policy Fee	\$70.85	Risk Purchasing Group Membership Cost	\$0.00														
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Risk Purchasing Group Membership Cost	\$0.00																								
	Outstanding Policy Cost \$265.00																								
EVENT DETAILS Where is your event? MT Total days of coverage you need? 1 Estimated total attendance? 600 Wedding	UNDERWRITING QUESTIONS See Underwriting Document																								
COVERAGE TERM Dates of Coverage: 09/16/2023																									
ADDITIONAL INSURED(S) (SHOWING 1 OF 1) City of Livingston 220 E Park Livingston, MT 59047																									

* let him know when we
process this

\$100.00 APPLICATION FEE

APPLICATION # _____

City of Livingston
Public Works Department
330 Bennett St.
Livingston, MT 59047
(406) 222-5667



City of Livingston Application for Temporary Street/Alley/Sidewalk Closure

1. Contact Person Name: Caleb Platt
Phone Number: 406 - 589 - 4986
calebjplatt@gmail.com
2. Location of Closure
General Location: First block of N. Main St. to alley
Address: _____
Closure Classification: ☒ Sidewalk ☒ Street ☐ Alley
Duration of Closure: one half day to one day
Purpose (Event, Construction, etc.): Event

Please attach a map showing the location of the closure with required traffic control.

IN ORDER TO PROMOTE PUBLIC SAFETY AND PROTECT LIFE AND PROPERTY, EVERY PERSON, PARTY, OPERATION, BUSINESS OR UTILITY DESIRING TO TEMPORARILY CLOSE ANY CITY STREET, ALLEY, THOROUGHFARE, OR PART THEREOF, MUST OBTAIN A PERMIT PRIOR TO SUCH CLOSURE AND POST BOND AS MAY BE REQUIRED.

APPLICANT HEREBY AGREES TO THE FOLLOWING CONDITIONS:

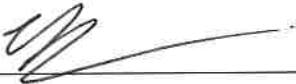
1. To perform all work in compliance with Livingston Municipal Code and all other applicable City Standards;
2. To notify the City Public Works Office prior to starting any work within the City's right-of-way covered by this permit;
3. To meet all requirements for warning signs, traffic control and public safety (Manual on Uniform Traffic Control Devices). Traffic control devices may be rented from the City of Livingston in accordance with the Fee Schedule in Exhibit A;
4. To provide proof of insurance, indemnify and save harmless City of Livingston, its officers and employees, from responsibility, damage, or liability arising from the exercise of the privileges granted herein, specified in Exhibit B;
5. Applicant will be responsible for any damage to other installations already in place;
6. If closure is in the Downtown Area, all nearby businesses must be notified and provide notification documentation to the City as part of the application process;

APPLICATION # _____

IT IS FURTHER AGREED:

1. Above named applicant doing or authorizing said work will pay the application fee, traffic control rental fee, and any service fees as required, said fees to be retained by the City of Livingston;
2. Applicant shall not exceed or modify the scope of this project without prior approval from the City Public Works Department;
3. All work shall be inspected upon completion as arranged for by both parties, the Applicant and the City of Livingston or his representative;
4. Permittee shall maintain, at its/his sole expense, the installation and/or structures for which this permit is granted, in a condition satisfactory to the City;
5. Should the work fail to meet standards, or if a defect in said work creates a situation affecting public health, welfare or safety, the applicant is solely responsible for correction of the deficiency. If applicant, upon notification by the City of Livingston. Fails to correct said deficiency, the City of Livingston may make or authorize such corrections. All costs incurred in said corrections shall be charged against the Applicant, the Applicants heirs, assigns, or permittee bond. Emergency situations, as determined by the City of Livingston, shall be corrected immediately upon notification;
6. The applicant agrees to hold the City of Livingston harmless for any damage to their facilities occurring during normal road maintenance operation now and in the future;
7. Nothing contained in this permit shall relieve Applicant of responsibility for the work performed under any permit granted.

The terms of this permit application are accepted and agreed to by:



Signature of Applicant(s)

Date

APPLICATION # _____

REVIEW OF APPLICATION FOR TEMPORARY STREET/ALLEY/SIDEWALK CLOSURE

*** To be completed by the City of Livingston Street Foreman ***

Complete application received: ☐ YES ☐ NOApplication Fee Paid: ☐ YES, Amount: _____ ☐ NOTraffic Control Rental Paid: ☐ YES, Amount: _____ ☐ N/AAdditional Services Fees Paid: ☐ YES, Amount: _____ ☐ N/ATraffic/Pedestrian Control Plan submitted: ☐ YES ☐ NOProof of Insurance provided: ☐ YES, Company: _____ ☐ NOBond provided: ☐ YES, Amount: _____ ☐ NO**PRELIMINARY INSPECTION OF APPLICATION RECOMMENDED FOR:**☐ APPROVAL ☐ CONDITIONALLY APPROVAL ☐ DENIAL

List Conditions of Approval:

*City Street Foreman*_____
*Date***DECISION ON APPLICATION FOR TEMPORARY STREET/ALLEY/SIDEWALK CLOSURE**

*** To be completed by the City of Livingston ***

The City of Livingston, Montana, does hereby

☐ APPROVE ☐ CONDITIONALLY APPROVE ☐ DENY

this permit application for temporary street/alley closure.

****Communication Center must be notified at least 1 hour prior to closure and upon re-opening the street/alley.*****SIGNATURES OF APPROVAL:**Approved _____ Date _____
*Public Works Director or his/her designee*Approved _____ Date _____
A representative of the Montana Department of Transportation (if a Special Event is proposed to take place on a state-maintained Highway or Urban Property)

APPLICATION # _____

FINAL INSPECTION OF STREET/ALLEY/SIDEWALK CLOSURE

*** To be completed by the City of Livingston ***

Inspected by _____

Inspection Date _____

Completed project: ☐ **Meets the requirements of the preliminary application**
 ☐ **Does NOT meet approval for the following reasons:**

NOTICE: Approval of the foregoing application shall not grant authority to the permittee to burden or otherwise impair or infringe on any third-party property interests which may exist or inure to the benefit of third parties relative to the county property or right-of-way which is referenced in this application.

EXHIBIT A

Traffic Control Device Rental & Services Fee Schedule

Item	Monday – Friday (7:00 AM – 4:00 PM)	After 4:00 PM All Day Saturday, Sunday & Holidays
Candlestick Cone	\$3.00 each	Same
A-Frame	\$7.000 each	Same
Barricade	\$12.00 each	Same
Orange Construction Fencing	\$15.00 per 100-feet	Same
Garbage Disposal	\$20.00 1 st can, \$10.00 each additional can	\$30.00 1 st can, \$15.00 each additional can
Street Shutdown (per City block)	\$110 each (up to 2 blocks) \$50 per additional block	\$200 each (up to 2 blocks) \$100 per additional block
Street Sweeper (required for parades & downtown events)	\$180.00	\$250.00
Police Presence (required for events over 1,000 people)	\$150 per hour	Same
EMS Station (required for events over 1,000 people)	\$150.00 per hour	Same

Per the City of Livingston's Special Event Policy & Fee Schedule

EXHIBIT B

INSURANCE REQUIREMENTS

Any person requesting permission to close a City Street or alley in any public right-of-way shall be required to provide documentation of the following minimum insurance coverages:

General Liability Insurance This insurance shall include coverage for collapse and underground (CU) hazard, explosions (X) coverage, and contractual liability.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Commercial General Liability Each Occurrence:	\$1,500,000
General Aggregate Limit:	\$2,000,000
Products – Completed	
Operations Aggregate Limit:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Fire Damage (any one fire):	\$50,000

Automobile Liability Insurance This insurance shall include coverage for owned, non-owned, and hired vehicles.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Business Automobile Liability Combined Single Limit:	\$1,000,000

Worker's Compensation Insurance

State:	Statutory
Federal:	Statutory
Employer's Liability:	\$500,000

The City of Livingston shall be named as additional insured on all required insurance coverages.

Collins dr St

Closure
Area

Alley

Alley

Main St

Park St.

Sat. 9/16/23

City of Livingston Public Works Department

At least one signature must be obtained from an authorized adult for each separate residence or business place that adjoins the Street Closure area. In case of refusal to sign, or a vacant house, indicate the address and a brief explanation as to why a signature was not obtained for that address. Each and every address in the closure area must be listed.

We, the undersigned, have no objection to the closure of the location listed below on the date(s) and times listed.

LOCATION: North Block of Main St. /from Cullender /to Alley
(Street to be closed) (Street) (Street)

NOTE: No permit may be issued for the closure of a street between the hours of 12:01am to 8:00am without the documented permission from the Public Works Director.

From/Date: 9/16/23 Time: from 12 a.m./p.m. To 12 a.m./p.m.
To/Date: 9/16/23 Time: from 12 a.m./p.m. To 12 a.m./p.m.

Signature	Name/Printed	Address	Phone	List One Owner/Renter
	Henry Glenn	112 N Main	406-946-1131	Leasee
	Alex Pinson	116 N Main	406-223-4547	Leasee
	Angie Johnson	116 N Main	406-224-2724	Renter
	ANTHONY Sereba	101 N MAIN	406-333-2427	OWNER
	James Carter	104 N. Main St	406-224-5390	owner
	Lisa Snow	120 N. Main	406-224-3895	owner
	Steph Martins	108 N. Main St.	406-222-8741	Manager/Renter
	Paula Wood	110 N. MAIN ST	406-222-0665	EMPLOYEE
	Jolyn Jerde	118 N. main St.	406-223-0579	Manager
	Michelle Chapel	114 N. Main	406-222-1954	Owner
	Verbal Agnew	102 N Main	406-222-4751	owner

I, do hereby verify that I have obtained all signatures necessary for the Street Closure Permit.
(if additional space is needed, please copy this form)

Maggie Tarr

From: Caleb Platt <secondtopaul@gmail.com>
Sent: Wednesday, January 18, 2023 6:44 PM
To: Maggie Tarr
Cc: Suzie Butterfield
Subject: Re: Special Event Permit Application

Hello,

Thank you for the quick response after my call today. I would like to follow up with your recent tasks/questions,

1. Street Closure Permit: I have filled out the Street Closure Permit with signatures from affected businesses. I turned it into Martha O'Rourke, the Project Manager with Public Works. When I originally tried to get this process started back in November, I explained what I wanted to do and was directed to her. Only after I filled out and turned in the Street Closure Permit and application was I directed to you. Please reach out to Martha to get the completed permit.

2. Marketing Materials: We do not have any marketing materials as of yet. We are waiting for approval of the event before we start on those. We do plan on using social media to advertise the event and have also considered small posters around town as well as a newspaper ad. We want the whole town to have fun at the event. If there are any parameters that need to be considered in the marketing materials, please let us know.

3. Music: Of course we plan on having music via live band and a DJ. This factor is also included in our insurance quote. We want to have music that will make people want to dance and has good energy. The genres we would pull from would include alternative, pop, hip-hop, dance, electronica, soul, funk, disco...think Britney Spears, Beyonce, and Diana Ross.

Alcohol: We are happy to request a waiver for open containers for this event. Could you please offer a good starting point for this?

Food Trucks: From what I understand, the food trucks we use must have current licenses from the Park County Sanitarian's Office and City of Livingston Business Office. Is this correct or do I need to get permission from these offices? What if the food trucks come from Bozeman? We are waiting on approval before we book the food trucks.

Restrooms: I am familiar with Crazy Mountain Industries and will reach out accordingly once the event is approved.

Noise Ordinance: Thank you for the heads up. We will plan accordingly.

Thank you for your guidance in this endeavor. Please let us know anything else you need to help the process go smoothly.

On Wed, Jan 18, 2023 at 2:04 PM Maggie Tarr <mtarr@livingstonmontana.org> wrote:

Good afternoon Caleb,

Thank you for submitting your permit application and your follow up call today.

I will have time next week to finalize review and submit to City Administration for approval.

In the meantime will you please answer/assist with the following:

1. Use the attached **Street Closure Permit Signature Form** to obtain signatures from all affected businesses related to the closure. I noticed you mentioned they are on board / aware of the event so this should move quickly for you.
2. Do you have any marketing materials prepared for the open-to-the-public free street party? Please include in your response email.
3. Type of Music – to prepare for my conversation with City Administration, please provide the name(s) of bands that will be playing or band(s) that you are reaching out to.

Additional information:

Alcohol – your note mentioned sold in establishments. Perfect! With that said, if attendees bring alcohol from the business onto the streets they are liable and may be cited for open container violation. If you wish for them to purchase alcohol and allow the alcohol to be consumed outside you'll need to request an "open container waiver" from the City Commission. It really isn't a big deal but an additional process. – please let me know how you wish to proceed.

Food Trucks – must have current licenses from Park County Sanitarian's office and City of Livingston business license (helpful information to know / share with your potential vendors).

Restrooms – providing port-a-potties will be required to alleviate the use of private businesses in the downtown district as well as after hours. We typically rent from Crazy Mountain Industries.

Noise Ordinance – the City of Livingston noise ordinance is 10:00 pm. There is no ability to request extensions. If you are planning to play music beyond 10:00 pm, basically it is use at your own risk. If a citizen reports excessive noise, law enforcement can respond and request you to shut down music. This doesn't typically happen but I like to let event planners know prior to finalizing their schedules.

If you can work on the above tasks/response I'll have more info when I meet with City Administration to approve your event.

Appreciate it!

Maggie

Maggie Tarr

Recreation Manager

[406-222-8155](tel:406-222-8155) | mtarr@livingstonmontana.org

[FACEBOOK](#) | [WEBSITE](#) | [INSTAGRAM](#)

Livingston Civic Center | 229 River Drive | Livingston, MT

ESTIMATE



DATE: 1/31/2023

City of Livingston

Special Event Permit Application
229 River Drive
Livingston, MT 59047

TO:

Caleb Platt
406-589-4986
calebjplatt@gmail.com

COMMENTS OR SPECIAL INSTRUCTIONS:September 16th, 2023

Shut-down of Main Street from Park – Callender Street for live music and wedding

Notes:

- Location of event requires closure of alley and drive-thru area of American Bank Parking lot in addition to Main Street closure from Park - Callender
- Safety/Risk Management required by Fire Chief to have EMS standby at 300+ anticipated attendees, evening music event with alcohol present
- Public Works Department overtime accrued with post 10:00 pm re-opening of roads

AMOUNT	SERVICE / MATERIAL	PRICE	TOTAL
1	Special Event Permit Application Fee	\$50.00	\$50.00
1	Street Closure (Holiday/Weekend)	\$200.00	\$200.00
12	Candlestick Cones	\$3.00	\$36.00
4	Triple-Rail Barricades	\$12.00	\$48.00
3	Diamond Closures	\$12.00	\$36.00
2 Staff	\$25/hr x 1.5 overtime rate x 2 hour callout	\$150.00	\$150.00
1	1 st Weekend Solid Waste Can	\$30.00	\$30.00
3	Each Additional Can	\$15.00	\$45.00
5 hours	EMS Standby Services	\$150.00	\$750.00
		Subtotal	\$1345.00
		TOTAL DUE	\$1,295.00

THIS IS AN ESTIMATE

THANK YOU FOR YOUR BUSINESS!

Sec. 10-8. Drinking alcohol or using marijuana in public places.

- A. It is unlawful for any person to drink beer or liquor or consume marijuana in any form upon any public street, sidewalk or alley in the City.
- B. The City Commission by motion may designate an area not greater than two (2) blocks in length and for no longer than a two (2)-day period as a special event exception at which time and place the restriction on drinking beer or liquor will not apply.
- C. Marijuana will not be consumed by smoking/vaping in public places/buildings except in a licensed marijuana retail facility.

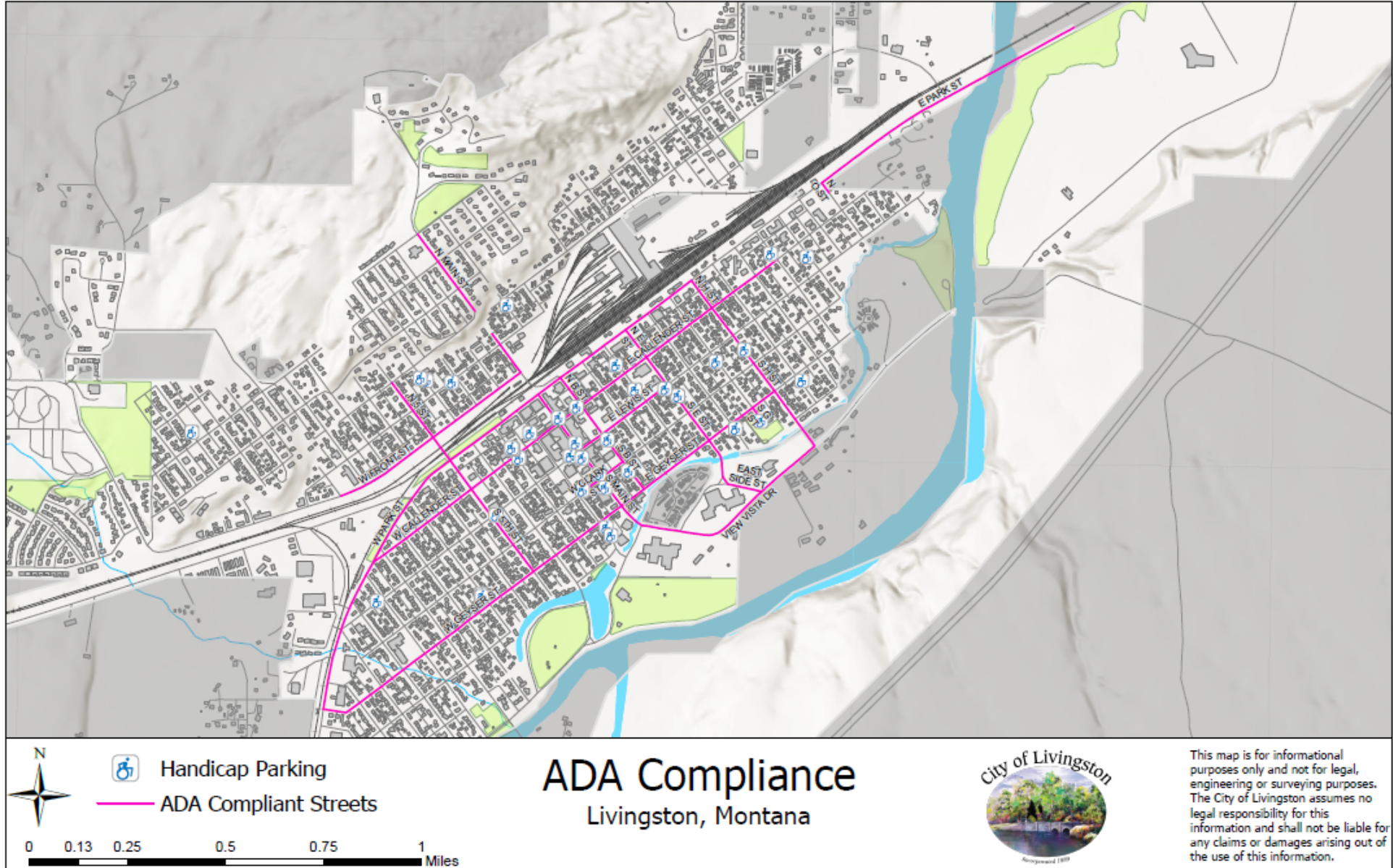
(Ord. 1721, 9/21/92; Ord. 1722, 9/21/92; Ord. No. 2099 , 2/16/21)

File Attachments for Item:**B. 2023 ADA TRANSITION PLAN UPDATE.**

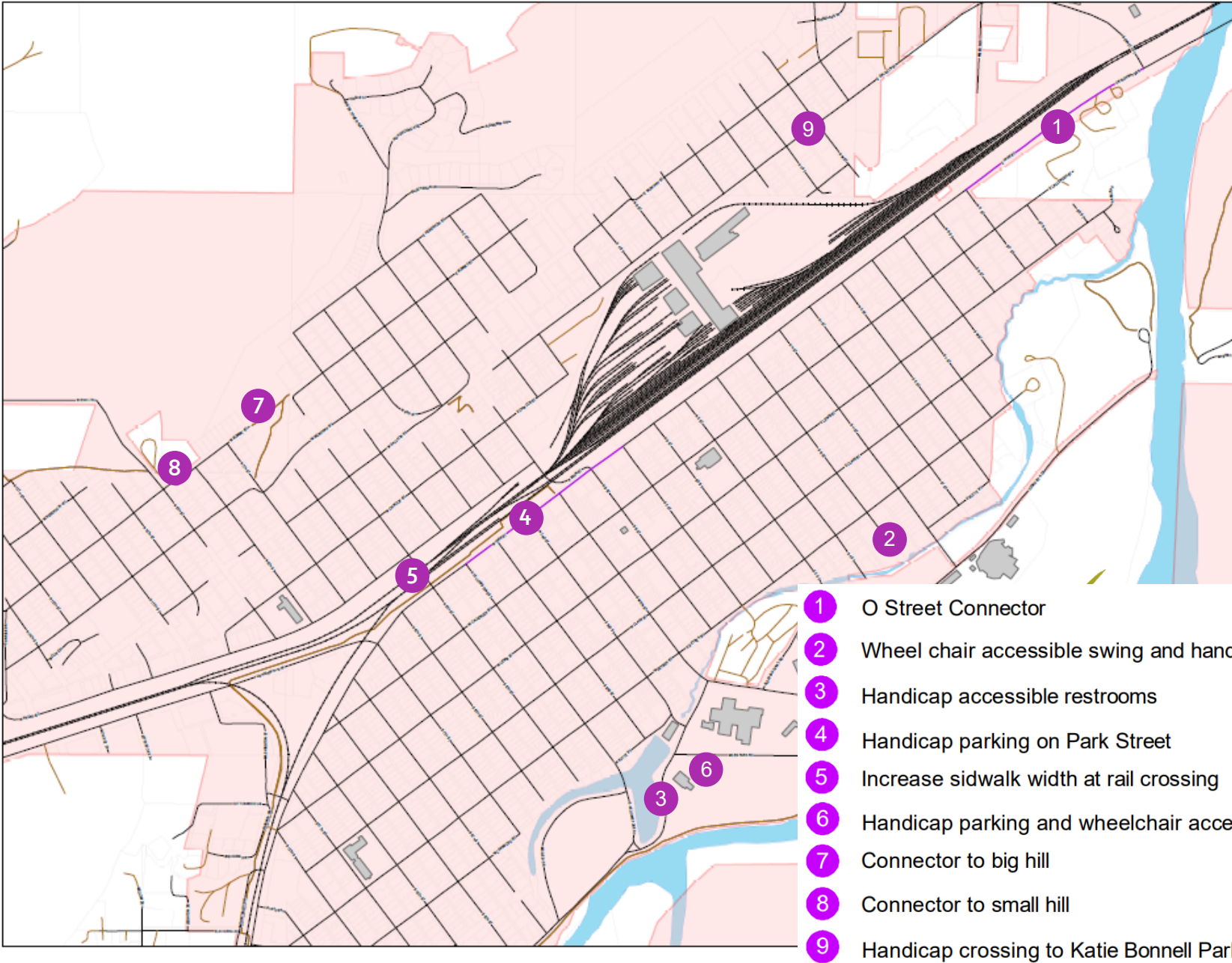
2023 ADA TRANSITION PLAN UPDATE

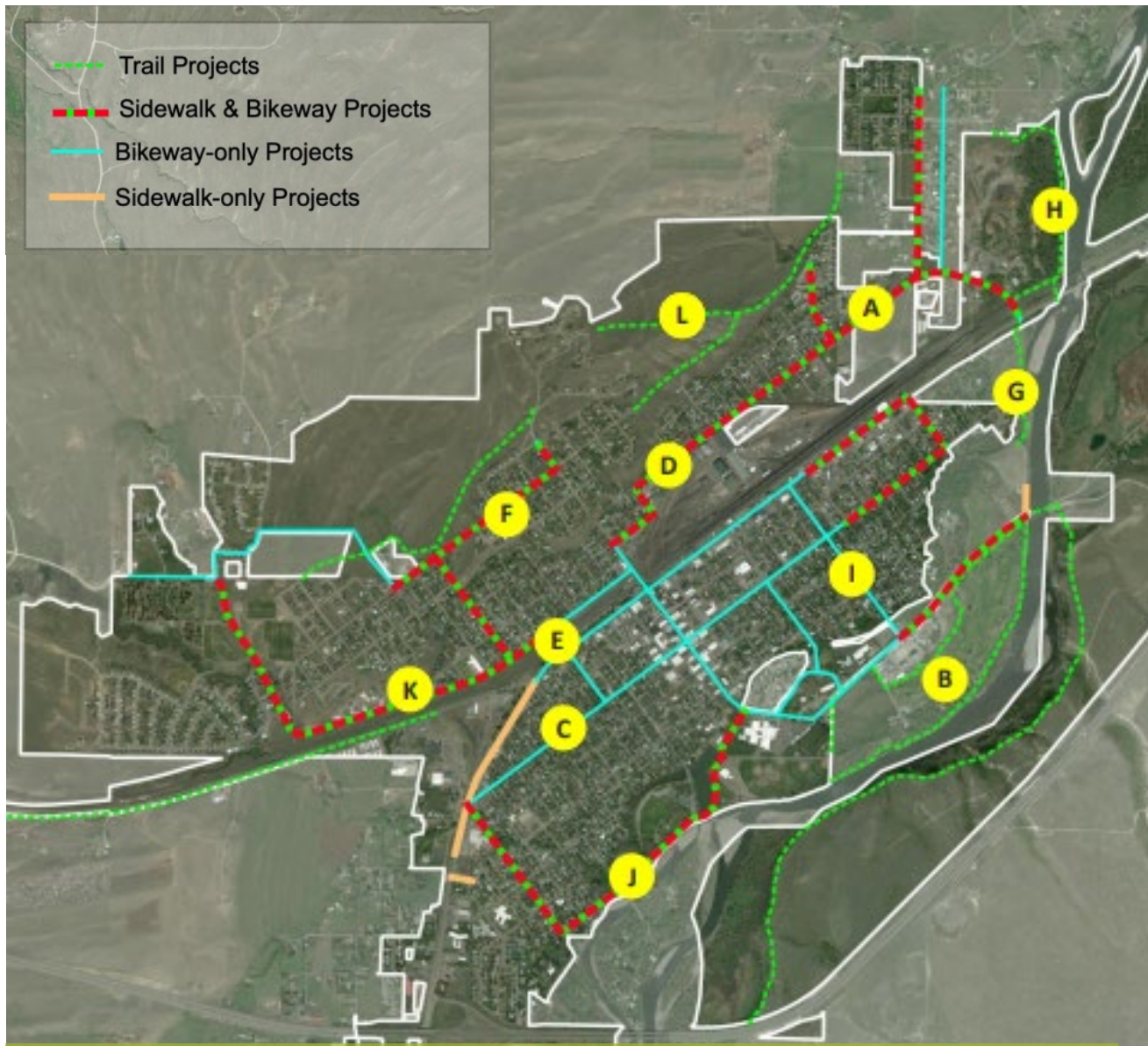
February 2023





ADA Transition Plan





Trails & Active Transportation Plan

Top Tier Projects, in order of priority ranking	Cost Estimate
A. Gallatin/Bennett, N St to Park (0.6 miles) - Sidewalks and bikeway	\$200,000
B. Yellowstone River Trail, north side, Baseball/Softball Complex to Mayor's Landing (0.9 miles) - Shared use pathway	\$90,000 to \$150,000
C. Lewis/O St Crosstown Bikeway, Park to O St (1.7 miles) - Sidewalks and bikeway	\$10,000 to \$150,000
D. Gallatin/C/Chinook, Main to N St (0.8 miles) - Sidewalks and bikeway	\$120,000
E. 5th, Front to Park (0.1 miles) - Widen sidewalk to pathway width	TBD
F. Summit, 7th to Main (0.4 miles) - Sidewalks	\$75,000 to \$90,000
G. Yellowstone River Trail, Mayor's Landing to O Street Connector (0.4 miles) - Shared use pathway	\$140,000+
H. Yellowstone River Trail, north side, US 89 to Whiskey Creek Road (0.6 miles) - Shared Use Pathway and underpass of bridges.	\$250,000
I. H St, Park to Lewis (0.5 miles) - Bikeway with speed management treatments	\$40,000 to \$200,000
J. River Dr, 12th to Main/View Vista (0.8 miles) - Sidewalks and bikeway	\$250,000
K. Front, 5th to Star Road (0.8 miles) - Sidewalks and bikeway	\$150,000 - \$200,000
L. North Hills Trails, East, Green Acres to Summit/ Water Tower (1.2 miles) - Hiking/biking trail	\$50,000

2022 COMPLETED WORK

Trails & Active Transportation Plan

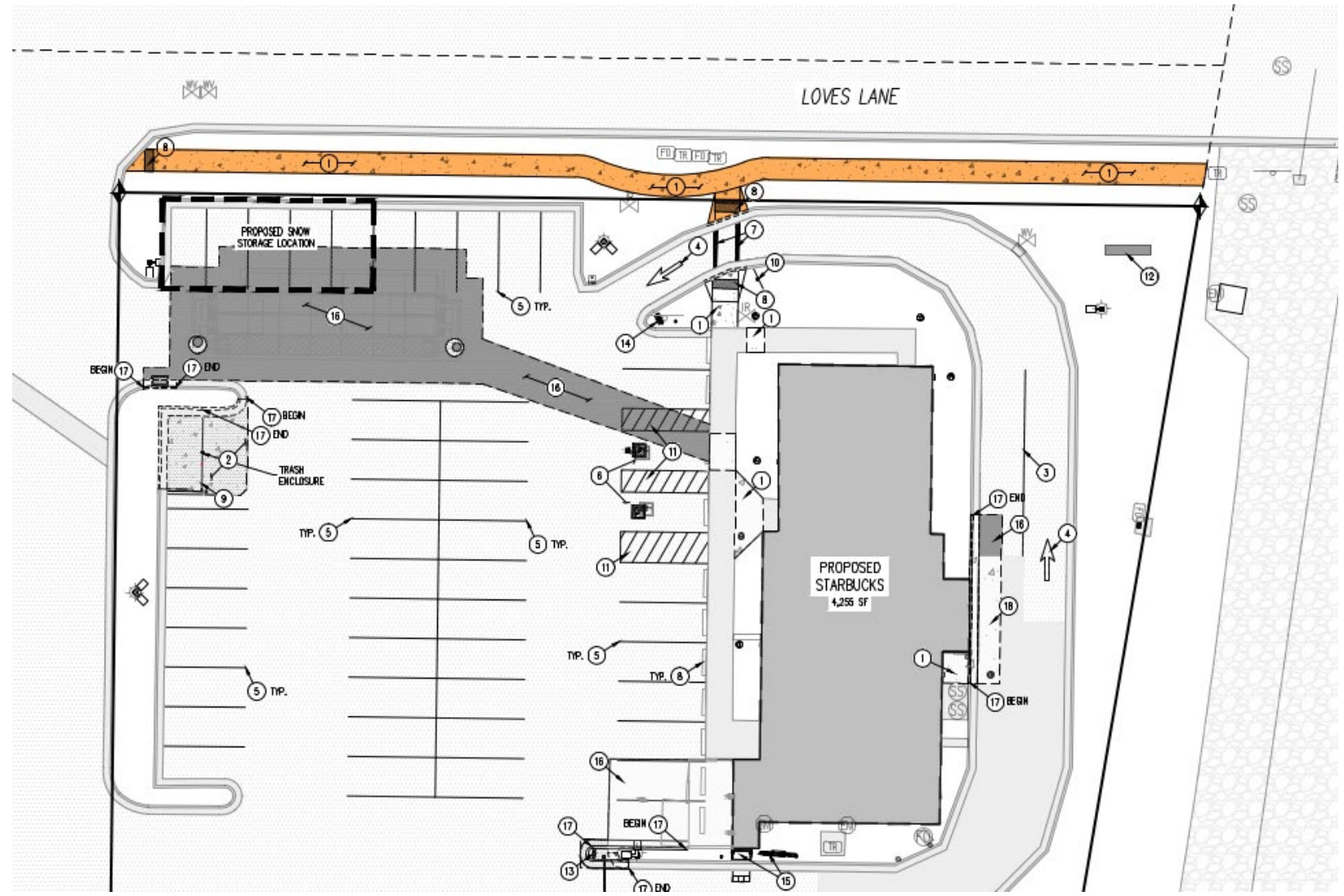
Sidewalk adjacent to Starbucks

ADA ramp replacement in construction
project areas



2023 UPCOMING WORK

Loves Lane Sidewalk Connectivity



Montana Street Reconstruction

5 Year Plan



ADA Ramp Reconstruction

Lewis Street = Active Transportation Corridor

- South 3rd
- South Yellowstone
- South F
- South G



ADA Crossing to Katie Bonnell Park

North M Street



2023 TA Grant Application

Livingston Depot to B Street

Rapid Flash Beacons:

- Mark's In & Out
- B Street & Park Street
- Town & County
- 2nd St. & Park St.
- Geyser St. & Park St.



Moving Forward

- Bennett Street Crossing
- Projects recommended by the AT Plan & ADA Transition Plan
- Finding contractors to perform work

QUESTIONS?

