



Livingston City Commission Agenda

February 01, 2022

5:30 PM

Via Zoom

<https://us02web.zoom.us/j/81936698082?pwd=bENid3FxdGtDM2s1MVpkYTc0U3BTUT09>

Meeting ID: 819 3669 8082 **Passcode: 202274** Call In: (669) 900-6833

1. Call to Order

2. Roll Call

3. Public Comment

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

4. Consent Items

A. APPROVE MINUTES FROM JANUARY 18, 2022, REGULAR MEETING. PG. 4

B. RATIFY CLAIMS PAID 01/06/2022-01/19/2022. PG. 8

C. ACCEPT APPLICATION FROM TAMMY FITZGERALD, REPRESENTING THE YELLOWSTONE RIVER INN, TO FILL A VACANCY FOR A TERM ENDING 12/31/2023, ON THE LIVINGSTON TBID BOARD IN ACCORDANCE WITH BYLAWS.

PG. 24

5. Proclamations

6. Scheduled Public Comment

A. PAIGE FETTERHOFF, FINANCE DIRECTOR PRESENTS QUARTER 2 FINANCIAL FUND SUMMARY. PG. 26

B. PARKS AND TRAILS COMMITTEE PRESENTS THE 2021 ANNUAL REPORT TO THE CITY COMMISSION. PG. 59

7. Public Hearings

8. Ordinances

9. Resolutions

A. RESOLUTION NO. 5017: RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT EXTENDABLE BOND (INTERCAP LOAN PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT, AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO. PG. 62

10. Action Items

A. DISCUSS/APPROVE/DENY: ZONING COMMISSION APPLICANTS.**PG. 100**

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 JANUARY 18, 2022, REGULAR MEETING.



Livingston City Commission Minutes

January 18, 2022

5:30 PM

Via Zoom

<https://us02web.zoom.us/j/85131272975?pwd=WWdRa0RhQ01yYk5PdjBjK21ZR1M5dz09>

Meeting ID: 851 3127 2975 **Passcode: 940441** Call In: (669) 900-6833

1. Call to Order

2. Roll Call

In attendance: Chair Nootz, Vice-Chair Kahle, Commissioner Friedman, Commissioner Schwarz, Commissioner Lyons. Staff in attendance: City Manager Michael Kardoes, City Attorney Courtney Lawellin, Planning Director Mathieu Menard, City Clerk Faith Kinnick.

3. Public Comment

- No public comments

4. Consent Items (5:35 p.m.)

A. APPROVE MINUTES FROM JANUARY 4, 2022, REGULAR COMMISSION MEETING.

B. RATIFY CLAIMS PAID 12/24/2021-01/05/2022.

C. ACCEPTING CITY COURTS REPORT FROM OCTOBER AND NOVEMBER 2021.

D. ACCEPT RECOMMENDATION TO APPOINT JESSICA WILCOX AND JIM BARRETT, TO SERVE ON THE CITY PLANNING BOARD TO SERVE A 4-YEAR TERM.

- Friedman motioned to approve, second by Schwarz
All in favor, passes 5-0

5. Proclamations

6. Scheduled Public Comment

7. Public Hearings (5:36 p.m.)

A. PUBLIC HEARING ON RESOLUTION NO. 5010: A RESOLUTION OF THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LAND ON PETITION OF KRISTOPHER LAHREN.

- Kardoes made opening statements before turning over to Menard
- Menard made additional comments
- Lyons asked clarifying questions
- Nootz made comments
- No public comments
- Motion by Schwarz, second by Friedman
All in favor, passes 5-0

10. Ordinances

11. Resolutions (5:53 p.m.)

A. RESOLUTION NO. 5008: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, SETTING THE FEES FOR FALSE ALARMS FOR POLICE AND FIRE PROTECTION.

- Lawellin made opening statements
- Lyons asked clarifying questions
- Nootz made comments
- No public comments
- Motion by Schwarz, second by Friedman
All in favor, passes 5-0

B. RESOLUTION NO. 5013: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTABLISHING A TEMPORARY AD-HOC COMMITTEE TO REVIEW THE MISSION, VISION, VALUES, AND GOALS OF THE CITY OF LIVINGSTON ORGANIZATIONAL STRATEGIC PLAN 2019-2024. (00:33:41)

- Lawellin made opening statements
- Kahle asked clarifying questions
- Friedman asked clarifying questions
- Nootz made comments
- No public comments
- Kahle made comments
- Schwarz made comments
- Lyons made comments
- Nootz made comments
- Motion by Friedman, second by Lyons
- No public comment
- Motion by Kahle to amend resolution with text amendments, second by Lyons
All in favor, passes 5-0

C. RESOLUTION NO. 5014: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN MEMORANDUM OF UNDERSTANDING (MOU) WITH PARK COUNTY AND MONTANA STATE UNIVERSITY EXTENSION (MSUE) THE ECONOMIC DEVELOPMENT POSITION WITHIN PARK COUNTY FOR A TERM OF EIGHTEEN MONTHS. (00:57:16)

- Kardoes made opening statements
- Lyons asked about potential conflict
- Lawellin answered
- Schwarz motioned to approve, second by Friedman
- Kahle made additional comments
- Schwarz made comments
- No public comment
- Motion passes 4-1, Lyons abstained

D. RESOLUTION NO. 5015: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN MEMORANDUM OF UNDERSTANDING (MOU) WITH PARK COUNTY AND MONTANA STATE UNIVERSITY EXTENSION (MSUE) TO FUND THE MSU ECONOMIC DEVELOPMENT AGENT WITH ARPA FUNDS FOR 3 YEARS. (01:03:06)

- Kardoos made opening statements
- Lyons asked again about potential conflict
- Lawellin answered
- Kahle asked clarifying question
- Nootz asked clarifying question
- Lyons asked clarifying question
- Lawellin answered
- No public comment
- Kahle made comments
- Motion to approve by Kahle, second by Friedman
- Motion passes 4-1, Lyons abstained

E. RESOLUTION NO. 5016: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE FEES FOR SOME BUSINESS LICENSES AND IMPLEMENTING A BUSINESS LICENSE FOR RETAIL MARIJUANA SALES. (01:13:10)

- Kardoos made opening statements
- Schwarz motioned for approval, second by Friedman
- No public comments
- Kahle made comments
- Nootz made comments
- All in favor, passes 5-0

12. Action Items

A. DISCUSS/APPROVE/DENY: AUTHORIZATION OF THE CHAIR TO SIGN THE CERTIFIED LOCAL GOVERNMENT GRANT APPLICATION FOR 2022-2023 FROM THE MONTANA STATE HISTORICAL PRESERVATION OFFICE. (01:18:03)

- Kardoos made opening statements
- Kahle motioned to approve, second by Lyons
- No public comment
- No commission comments
- All in favor, passes 5-0

13. City Manager Comment (01:20:58)

- Provide update on interviews for Fire Chief, status of updating the City-County Compact, and Hybrid meeting solutions for the hearing impaired.

14. City Commission Comments (01:22:39)

- Lyons, yield
- Schwarz, yield
- Friedman
- Kahle, yield
- Nootz- confirmed closed executive session scheduled for January 24, 2022, from 1-2 p.m.

15. Adjournment 6:52 p.m. ((01:26:36)

File Attachments for Item:

B. RATIFY CLAIMS PAID 01/06/2022-01/19/2022.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2M COMPANY, INC.							
781	2M COMPANY, INC.	208005784-01	FLO SPAN	10/06/2021	43.02	43.02	01/12/2022
Total 2M COMPANY, INC.:					43.02	43.02	
A-1 MUFFLER, INC.							
2	A-1 MUFFLER, INC.	70843	OIL CHANGE	01/05/2022	151.00	151.00	01/12/2022
Total A-1 MUFFLER, INC.:					151.00	151.00	
AAA CLEANING, LLC							
3727	AAA CLEANING, LLC	2021.12.31.1	cleaning	12/31/2021	2,000.00	2,000.00	01/12/2022
Total AAA CLEANING, LLC:					2,000.00	2,000.00	
ALL SERVICE TIRE & ALIGNMENT							
22	ALL SERVICE TIRE & ALIGNME	63168	Oil Change	12/27/2021	80.00	80.00	01/12/2022
22	ALL SERVICE TIRE & ALIGNME	63172	Oil Change	12/28/2021	78.00	78.00	01/12/2022
22	ALL SERVICE TIRE & ALIGNME	63190	Flat repair	01/03/2022	45.00	45.00	01/12/2022
22	ALL SERVICE TIRE & ALIGNME	63191	TUBE AND MOUNT	01/04/2022	12.00	12.00	01/12/2022
22	ALL SERVICE TIRE & ALIGNME	63193	Oil Change	01/04/2022	73.00	73.00	01/12/2022
Total ALL SERVICE TIRE & ALIGNMENT:					288.00	288.00	
AMERICAN AUTOMOTIVE							
3378	AMERICAN AUTOMOTIVE	2985	ACO TRUCK	12/10/2021	759.07	759.07	01/12/2022
Total AMERICAN AUTOMOTIVE:					759.07	759.07	
AMERIGAS							
10002	AMERIGAS	3130554027	PROPANE	12/22/2021	903.56	903.56	01/19/2022
Total AMERIGAS:					903.56	903.56	
BALCO UNIFORM COMPANY, INC.							
3371	BALCO UNIFORM COMPANY, IN	64543-3	BRUMMEL UNIFORM	12/21/2021	172.00	172.00	01/12/2022
3371	BALCO UNIFORM COMPANY, IN	64543-4	BRUMMEL UNIFORM	12/23/2021	184.00	184.00	01/12/2022
Total BALCO UNIFORM COMPANY, INC.:					356.00	356.00	
BIG BEAR CONTRACTING, LLC							
2268	BIG BEAR CONTRACTING, LLC	1438	HAND RAIL	12/31/2021	504.51	504.51	01/12/2022
Total BIG BEAR CONTRACTING, LLC:					504.51	504.51	
BIG SKY COMMUNICATIONS INC							
10002	BIG SKY COMMUNICATIONS IN	82619	PLANTRONICS SPARE CABLE A	05/04/2021	38.00	38.00	01/12/2022
Total BIG SKY COMMUNICATIONS INC:					38.00	38.00	
BILLINGS CLINIC TRAINING CENTER							
3069	BILLINGS CLINIC TRAINING CE	20226	CPR RECERT	12/30/2021	78.00	78.00	01/19/2022
Total BILLINGS CLINIC TRAINING CENTER:					78.00	78.00	
BOUND TREE MEDICAL, LLC							
2662	BOUND TREE MEDICAL, LLC	84259890	Patient Supplies	10/21/2021	161.14	161.14	01/19/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2662	BOUND TREE MEDICAL, LLC	84355047	Patient Supplies	01/07/2022	195.39	195.39	01/19/2022
Total BOUND TREE MEDICAL, LLC:					356.53	356.53	
CANINE DEVELOPMENT GROUP							
10002	CANINE DEVELOPMENT GROU	2985	YEARLY HANDLER SUBSCRIPTI	12/09/2021	100.00	100.00	01/12/2022
Total CANINE DEVELOPMENT GROUP:					100.00	100.00	
CAROLINA SOFTWARE, Inc.							
3326	CAROLINA SOFTWARE, Inc.	81831	Waste Works Support	01/01/2022	600.00	600.00	01/12/2022
Total CAROLINA SOFTWARE, Inc.:					600.00	600.00	
CARQUEST AUTO PARTS							
23	CARQUEST AUTO PARTS	1912-531035	ANTIFREEZE	12/27/2021	65.26	65.26	01/12/2022
23	CARQUEST AUTO PARTS	1912-531136	FILTERS	12/28/2021	6.65	6.65	01/12/2022
23	CARQUEST AUTO PARTS	1912-531664	SPARK PLUG	01/03/2022	2.19	2.19	01/12/2022
23	CARQUEST AUTO PARTS	1912-531818	CHAIN REPAIR PLIER	01/04/2022	159.79	159.79	01/19/2022
23	CARQUEST AUTO PARTS	1912-531869	WIPER BLADES	01/05/2022	33.48	33.48	01/12/2022
Total CARQUEST AUTO PARTS:					267.37	267.37	
CASELLE							
3763	CASELLE	2022.2	APPLICATION SOFTWARE	01/05/2022	2,627.27	2,627.27	01/12/2022
3763	CASELLE	2022.2	APPLICATION SOFTWARE	01/05/2022	90.38	90.38	01/12/2022
3763	CASELLE	2022.2	APPLICATION SOFTWARE	01/05/2022	90.38	90.38	01/12/2022
3763	CASELLE	2022.2	APPLICATION SOFTWARE	01/05/2022	168.53	168.53	01/12/2022
3763	CASELLE	2022.2	APPLICATION SOFTWARE	01/05/2022	168.53	168.53	01/12/2022
3763	CASELLE	2022.2	APPLICATION SOFTWARE	01/05/2022	258.91	258.91	01/12/2022
Total CASELLE:					3,404.00	3,404.00	
CHURCHILL EQUIPMENT CO., INC.							
2112	CHURCHILL EQUIPMENT CO., I	IN54751	JK PARTS	12/08/2021	27.71	27.71	01/12/2022
Total CHURCHILL EQUIPMENT CO., INC.:					27.71	27.71	
CITY OF LIVINGSTON							
2705	CITY OF LIVINGSTON	2022.1.5	LIGHT BULBS	01/05/2022	100.00	100.00	01/12/2022
2705	CITY OF LIVINGSTON	2022.1.5	CANDY	01/05/2022	15.95	15.95	01/12/2022
2705	CITY OF LIVINGSTON	2022.1.5	ICE	01/05/2022	6.95	6.95	01/12/2022
2705	CITY OF LIVINGSTON	2022.1.5	GRASS SEED	01/05/2022	7.99	7.99	01/12/2022
2705	CITY OF LIVINGSTON	2022.1.5	BROOM AND WIRE BRUSH	01/05/2022	12.98	12.98	01/12/2022
2705	CITY OF LIVINGSTON	2022.1.5	WINTER WASH	01/05/2022	8.58	8.58	01/12/2022
2705	CITY OF LIVINGSTON	2022.1.5	ADAPTER	01/05/2022	5.00	5.00	01/12/2022
2705	CITY OF LIVINGSTON	2022.1.5	SOCKET ADAPTER	01/05/2022	3.86	3.86	01/12/2022
131	CITY OF LIVINGSTON	TK20190105	Bond Conversion - S. Schepis	01/03/2022	401.97	401.97	01/06/2022
Total CITY OF LIVINGSTON:					563.28	563.28	
COMDATA							
2671	COMDATA	20369079	CG72T XW660	01/01/2022	3,133.26	3,133.26	01/19/2022
2671	COMDATA	20369079	CG73P XW660	01/01/2022	386.58	386.58	01/19/2022
2671	COMDATA	20369080	XW717 CG72S	01/01/2022	2,069.03	2,069.03	01/12/2022
2671	COMDATA	20369082	XW716 CG72P	01/01/2022	350.92	350.92	01/12/2022
2671	COMDATA	20369082	XW716 CG72P	01/01/2022	62.92	62.92	01/12/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2671	COMDATA	20369082	XW716 CG72R	01/01/2022	430.62	430.62	01/12/2022
2671	COMDATA	20369082	XW716 CG73C	01/01/2022	501.22	501.22	01/12/2022
2671	COMDATA	20369082	XW716 CG73H	01/01/2022	122.57	122.57	01/12/2022
2671	COMDATA	20369082	XW716 CG73L	01/01/2022	443.09	443.09	01/12/2022
2671	COMDATA	20369082	XW716 CG73L	01/01/2022	28.45	28.45	01/12/2022
2671	COMDATA	20369082	XW716 CG73S	01/01/2022	939.11	939.11	01/12/2022
2671	COMDATA	20369082	XW716 CG74G	01/01/2022	643.21	643.21	01/12/2022
2671	COMDATA	20369082	XW716 CLFQH	01/01/2022	70.07	70.07	01/12/2022
Total COMDATA:					9,181.05	9,181.05	
COMMUNITY HEALTH PARTNERS							
10003	COMMUNITY HEALTH PARTNER	313216395	CDL-TAYLOR	12/27/2021	135.87	135.87	01/12/2022
Total COMMUNITY HEALTH PARTNERS:					135.87	135.87	
CROWN POINT CASINO							
10003	CROWN POINT CASINO	2022.1.10	RESTITUTION TK2021-0133	01/10/2022	120.00	120.00	01/19/2022
Total CROWN POINT CASINO:					120.00	120.00	
D&R COFFEE SERVICE INC							
10002	D&R COFFEE SERVICE INC	147837	RENTAL FEE	12/29/2021	50.00	50.00	01/19/2022
Total D&R COFFEE SERVICE INC:					50.00	50.00	
DELL MARKETING L.P.							
745	DELL MARKETING L.P.	10548278522	FIRE COMPUTER	01/30/2021	2,157.40	2,157.40	01/12/2022
Total DELL MARKETING L.P.:					2,157.40	2,157.40	
DOOR TECH							
10002	DOOR TECH	3341	DOOR REPAIR	12/30/2021	172.00	172.00	01/19/2022
Total DOOR TECH:					172.00	172.00	
DPHHS							
10003	DPHHS	2022.1.7	DOUBLE PAYMENT-REIMB	01/07/2022	239.00	239.00	01/19/2022
Total DPHHS:					239.00	239.00	
EMANUAL, ANDREW							
3010	EMANUAL, ANDREW	02410	REIMBURSE FOR FRIDGE	01/06/2022	104.00	104.00	01/12/2022
Total EMANUAL, ANDREW:					104.00	104.00	
ENERGY LABORATORIES, INC.							
424	ENERGY LABORATORIES, INC.	446414	INFLUENT GRAB	01/04/2022	104.00	104.00	01/12/2022
Total ENERGY LABORATORIES, INC.:					104.00	104.00	
ENTERPRISE SALES INC							
10002	ENTERPRISE SALES INC	9617	DROP BOXES	12/28/2021	26,712.00	26,712.00	01/19/2022
Total ENTERPRISE SALES INC:					26,712.00	26,712.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
EXEC U CARE SERVICES, INC.							
3298	EXEC U CARE SERVICES, INC.	2924	Janitorial Services	12/31/2021	2,337.82	2,337.82	01/19/2022
Total EXEC U CARE SERVICES, INC.:					2,337.82	2,337.82	
FARSTAD OIL							
3353	FARSTAD OIL	92832	Diesel 616G	12/31/2021	2,724.65	2,724.65	01/12/2022
3353	FARSTAD OIL	99011	Diesel 392G	12/16/2021	1,774.25	1,774.25	01/12/2022
Total FARSTAD OIL:					4,498.90	4,498.90	
FBI - LEEDA							
2993	FBI - LEEDA	200063453	DISTANCE LEARNING-EMANUE	12/28/2021	350.00	350.00	01/12/2022
Total FBI - LEEDA:					350.00	350.00	
FOUR CORNERS RECYCLING, LLC							
2919	FOUR CORNERS RECYCLING,	9620	Pull fees DECEMBER	12/28/2021	4,710.40	4,710.40	01/19/2022
2919	FOUR CORNERS RECYCLING,	CM920	Credit PULL FEES DEC	12/28/2021	2,958.00-	2,958.00-	01/19/2022
Total FOUR CORNERS RECYCLING, LLC:					1,752.40	1,752.40	
GATEWAY OFFICE SUPPLY							
54	GATEWAY OFFICE SUPPLY	53148	POSTAGE-POLICE	12/28/2021	17.22	17.22	01/12/2022
54	GATEWAY OFFICE SUPPLY	53171	Office Supplies-JUDGE	12/30/2021	18.85	18.85	01/19/2022
54	GATEWAY OFFICE SUPPLY	53175	POSTAGE-POLICE	12/31/2021	26.02	26.02	01/12/2022
Total GATEWAY OFFICE SUPPLY:					62.09	62.09	
GENERAL DISTRIBUTING COMPANY							
1845	GENERAL DISTRIBUTING COM	0001071956	ARGON	12/31/2021	65.00	65.00	01/12/2022
1845	GENERAL DISTRIBUTING COM	0001074439	Oxygen	12/31/2021	30.38	30.38	01/19/2022
Total GENERAL DISTRIBUTING COMPANY:					95.38	95.38	
GUNDERSON, JASON							
3729	GUNDERSON, JASON	840559000362	REIMBURSE SHIPPING	01/06/2022	4.00	4.00	01/12/2022
Total GUNDERSON, JASON:					4.00	4.00	
HEWLETT-PACKARD FINANCIAL SERVICES CO							
10003	HEWLETT-PACKARD FINANCIA	510022200	GTAC ANNUAL LEASE	12/25/2021	21,305.05	21,305.05	01/12/2022
Total HEWLETT-PACKARD FINANCIAL SERVICES CO:					21,305.05	21,305.05	
HIGH COUNTRY WILDLIFE CONTROL							
10002	HIGH COUNTRY WILDLIFE CON	3957	PEST CONTROL	01/03/2022	195.00	195.00	01/19/2022
Total HIGH COUNTRY WILDLIFE CONTROL:					195.00	195.00	
HORIZON AUTO PARTS							
1920	HORIZON AUTO PARTS	928339	POWER SERVICE	01/05/2022	95.95	95.95	01/19/2022
Total HORIZON AUTO PARTS:					95.95	95.95	
INDUSTRIAL TOWEL							
102	INDUSTRIAL TOWEL	83979	Civic Center Mats	12/02/2021	126.19	126.19	01/19/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
102	INDUSTRIAL TOWEL	86317	Civic Center Mats	12/30/2021	126.19	126.19	01/19/2022
102	INDUSTRIAL TOWEL	87119	Mats	01/11/2022	9.32	9.32	01/19/2022
102	INDUSTRIAL TOWEL	87119	Mats	01/11/2022	9.33	9.33	01/19/2022
102	INDUSTRIAL TOWEL	87119	Mats	01/11/2022	9.33	9.33	01/19/2022
102	INDUSTRIAL TOWEL	87119	Mats	01/11/2022	9.33	9.33	01/19/2022
102	INDUSTRIAL TOWEL	87119	Mats	01/11/2022	9.33	9.33	01/19/2022
Total INDUSTRIAL TOWEL:					299.02	299.02	
INSTY-PRINTS							
250	INSTY-PRINTS	10538	REC FINAL REPORT	05/10/2021	679.96	679.96	01/19/2022
250	INSTY-PRINTS	12092	Name Plates	12/28/2021	696.70	696.70	01/12/2022
250	INSTY-PRINTS	12134	Business cards	01/11/2022	4.99	4.99	01/19/2022
250	INSTY-PRINTS	12134	Business cards	01/11/2022	4.99	4.99	01/19/2022
250	INSTY-PRINTS	12134	Business cards	01/11/2022	4.99	4.99	01/19/2022
250	INSTY-PRINTS	12134	Business cards	01/11/2022	4.99	4.99	01/19/2022
250	INSTY-PRINTS	12134	Business cards	01/11/2022	4.99	4.99	01/19/2022
Total INSTY-PRINTS:					1,401.61	1,401.61	
KELLEY CONNECT							
10001	KELLEY CONNECT	30775630	COPIER AGREEMENT	12/31/2021	445.27	445.27	01/19/2022
Total KELLEY CONNECT:					445.27	445.27	
KEN'S EQUIPMENT REPAIR, INC							
1390	KEN'S EQUIPMENT REPAIR, IN	58008	571	12/01/2021	180.00	180.00	01/12/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58030	Data Link	12/08/2021	506.70	506.70	01/12/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58090	621	12/20/2021	1,235.70	1,235.70	01/12/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58133	GRADER	12/30/2021	1,162.64	1,162.64	01/12/2022
Total KEN'S EQUIPMENT REPAIR, INC:					3,085.04	3,085.04	
KENYON NOBLE							
776	KENYON NOBLE	8811850	2X10	01/06/2022	91.13	91.13	01/12/2022
Total KENYON NOBLE:					91.13	91.13	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	1911606	Water	12/29/2021	33.80	33.80	01/12/2022
2830	LEHRKIND'S COCA-COLA	1911607	Water	12/29/2021	24.75	24.75	01/12/2022
Total LEHRKIND'S COCA-COLA:					58.55	58.55	
LIVINGSTON ENTERPRISE							
146	LIVINGSTON ENTERPRISE	00113729	WORK SESSION	11/26/2021	22.75	22.75	01/12/2022
146	LIVINGSTON ENTERPRISE	00113730	COMM SESSION	11/26/2021	26.00	26.00	01/12/2022
146	LIVINGSTON ENTERPRISE	00113982	OPEN HOUSE	12/10/2021	83.00	83.00	01/12/2022
146	LIVINGSTON ENTERPRISE	113822	PUBLIC HEARING	12/06/2021	61.75	61.75	01/12/2022
146	LIVINGSTON ENTERPRISE	113834	Public Hearing	12/07/2021	29.25	29.25	01/12/2022
146	LIVINGSTON ENTERPRISE	114012	PLANNING BOARD	12/10/2021	144.00	144.00	01/12/2022
146	LIVINGSTON ENTERPRISE	114013	CANCELLATION NOTICE	12/10/2021	19.50	19.50	01/12/2022
146	LIVINGSTON ENTERPRISE	114014	Public Hearing	12/10/2021	35.75	35.75	01/12/2022
146	LIVINGSTON ENTERPRISE	114015	Public Hearing	12/10/2021	32.50	32.50	01/12/2022
146	LIVINGSTON ENTERPRISE	114037	Public Hearing	12/13/2021	42.25	42.25	01/12/2022
146	LIVINGSTON ENTERPRISE	114068	PARKS & TRAILS	12/14/2021	29.25	29.25	01/12/2022
146	LIVINGSTON ENTERPRISE	114081	URBAN RENEWAL	12/15/2021	29.25	29.25	01/12/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
146	LIVINGSTON ENTERPRISE	114084	OPEN HOUSE	12/17/2021	83.00	83.00	01/12/2022
146	LIVINGSTON ENTERPRISE	114130	COMMISSON MEETING	12/17/2021	26.00	26.00	01/12/2022
146	LIVINGSTON ENTERPRISE	114132	ORDINANCE 3026	12/17/2021	72.00	72.00	01/12/2022
146	LIVINGSTON ENTERPRISE	114132	COMMISSION	12/17/2021	16.25	16.25	01/12/2022
Total LIVINGSTON ENTERPRISE:					752.50	752.50	
LIVINGSTON HEALTH CARE							
55	LIVINGSTON HEALTH CARE	4554303	MEDICATION	01/06/2022	271.24	271.24	01/19/2022
Total LIVINGSTON HEALTH CARE:					271.24	271.24	
MASTERCARD							
3184	MASTERCARD	2021_11 BUSC	Study material	12/01/2021	202.38	202.38	12/10/2021
3184	MASTERCARD	2021_11 BUSC	Pool and Spray park license	12/01/2021	284.48	284.48	12/10/2021
3184	MASTERCARD	2021_11 BUSC	Hinge	12/01/2021	100.53	100.53	12/10/2021
3184	MASTERCARD	2021_11 BUSC	Oil change	12/01/2021	71.93	71.93	12/10/2021
3184	MASTERCARD	2021_11 BUSC	Oil change	12/01/2021	91.47	91.47	12/10/2021
3184	MASTERCARD	2021_11 FETT	Postcard paper	12/01/2021	94.50	94.50	12/10/2021
3184	MASTERCARD	2021_11 FETT	CPA License renewal	12/01/2021	125.00	125.00	12/10/2021
3184	MASTERCARD	2021_11 FETT	Employee appreciation	12/01/2021	5,588.70	5,588.70	12/10/2021
3184	MASTERCARD	2021_11 FETT	Cash drawer	12/01/2021	64.95	64.95	12/10/2021
3184	MASTERCARD	2021_11 FETT	Finance window curtains	12/01/2021	35.70	35.70	12/10/2021
3184	MASTERCARD	2021_11 FETT	Finance window rods	12/01/2021	14.00	14.00	12/10/2021
3184	MASTERCARD	2021_11 FETT	Toilet paper	12/01/2021	62.98	62.98	12/10/2021
3184	MASTERCARD	2021_11 GLAS	Recertification	12/01/2021	150.00	150.00	12/10/2021
3184	MASTERCARD	2021_11 GLAS	Membership Dues	12/01/2021	345.00	345.00	12/10/2021
3184	MASTERCARD	2021_11 GRAD	bungee cords	12/01/2021	5.56	5.56	12/10/2021
3184	MASTERCARD	2021_11 GRAD	desk calendar	12/01/2021	5.00	5.00	12/10/2021
3184	MASTERCARD	2021_11 GRAD	postage purchase	12/01/2021	100.00	100.00	12/10/2021
3184	MASTERCARD	2021_11 GRAD	materials to hang StoryWalk signs	12/01/2021	41.96	41.96	12/10/2021
3184	MASTERCARD	2021_11 GRAD	service charges	12/01/2021	17.99	17.99	12/10/2021
3184	MASTERCARD	2021_11 GRAD	pens	12/01/2021	19.65	19.65	12/10/2021
3184	MASTERCARD	2021_11 GRAD	1 book	12/01/2021	51.37	51.37	12/10/2021
3184	MASTERCARD	2021_11 GRAD	vaccum parts	12/01/2021	33.99	33.99	12/10/2021
3184	MASTERCARD	2021_11 GRAD	2 books	12/01/2021	43.32	43.32	12/10/2021
3184	MASTERCARD	2021_11 GRAD	(2) 64 GB flash drives	12/01/2021	29.00	29.00	12/10/2021
3184	MASTERCARD	2021_11 GRAD	5 books	12/01/2021	94.41	94.41	12/10/2021
3184	MASTERCARD	2021_11 GRAD	3 books	12/01/2021	94.51	94.51	12/10/2021
3184	MASTERCARD	2021_11 GRAD	1 book	12/01/2021	75.05	75.05	12/10/2021
3184	MASTERCARD	2021_11 HOFF	External Hard Drive	12/01/2021	59.99	59.99	12/10/2021
3184	MASTERCARD	2021_11 HOFF	Hard Disk Manger	12/01/2021	900.00	900.00	12/10/2021
3184	MASTERCARD	2021_11 JOHA	Physical	12/01/2021	130.00	130.00	12/10/2021
3184	MASTERCARD	2021_11 JOHA	Beverages	12/01/2021	23.56	23.56	12/10/2021
3184	MASTERCARD	2021_11 JOHN	Engle - Background Investigation	12/01/2021	385.00	385.00	12/10/2021
3184	MASTERCARD	2021_11 JOHN	supplies	12/01/2021	411.49	411.49	12/10/2021
3184	MASTERCARD	2021_11 JOHN	locker room lockers	12/01/2021	727.71	727.71	12/10/2021
3184	MASTERCARD	2021_11 KARD	Damp Rid	12/01/2021	12.98	12.98	12/10/2021
3184	MASTERCARD	2021_11 KINNI	Office Supplies	12/01/2021	19.75	19.75	12/10/2021
3184	MASTERCARD	2021_11 KINNI	Office Supplies	12/01/2021	114.00	114.00	12/10/2021
3184	MASTERCARD	2021_11 KINNI	Shipping	12/01/2021	16.25	16.25	12/10/2021
3184	MASTERCARD	2021_11 KINNI	City Commission Account	12/01/2021	41.50	41.50	12/10/2021
3184	MASTERCARD	2021_11 KINNI	Office Supplies	12/01/2021	127.11	127.11	12/10/2021
3184	MASTERCARD	2021_11 KINNI	Thermal Paper Police Dept.	12/01/2021	117.50	117.50	12/10/2021
3184	MASTERCARD	2021_11 KINNI	Employee Recognition	12/01/2021	25.90	25.90	12/10/2021
3184	MASTERCARD	2021_11 KINNI	Commissioner Recognition	12/01/2021	154.23	154.23	12/10/2021
3184	MASTERCARD	2021_11 KINNI	Office Supplies	12/01/2021	233.87	233.87	12/10/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2021_11 KINNI	Employee Recognition	12/01/2021	47.94	47.94	12/10/2021
3184	MASTERCARD	2021_11 KINNI	Employee Recognition	12/01/2021	32.14	32.14	12/10/2021
3184	MASTERCARD	2021_11 KINNI	Wet Floor Sign	12/01/2021	23.51	23.51	12/10/2021
3184	MASTERCARD	2021_11 KINNI	Office Supplies	12/01/2021	63.00	63.00	12/10/2021
3184	MASTERCARD	2021_11 KINNI	Award Frames	12/01/2021	39.99	39.99	12/10/2021
3184	MASTERCARD	2021_11 KINNI	City Branded Jackets	12/01/2021	234.98	234.98	12/10/2021
3184	MASTERCARD	2021_11 KINNI	Employee Recognition	12/01/2021	49.97	49.97	12/10/2021
3184	MASTERCARD	2021_11 KINNI	Office Supplies	12/01/2021	36.76	36.76	12/10/2021
3184	MASTERCARD	2021_11 KINNI	City Boards Zoom meeting	12/01/2021	57.05	57.05	12/10/2021
3184	MASTERCARD	2021_11 KINNI	Employee Recognition	12/01/2021	187.36	187.36	12/10/2021
3184	MASTERCARD	2021_11 KINNI	Employee Recognition	12/01/2021	1,417.12	1,417.12	12/10/2021
3184	MASTERCARD	2021_11 KINNI	2nd Board Committee Acct.	12/01/2021	57.05	57.05	12/10/2021
3184	MASTERCARD	2021_11 KINNI	Office Supplies	12/01/2021	63.18	63.18	12/10/2021
3184	MASTERCARD	2021_11 KINNI	City Branded Jackets	12/01/2021	8.00	8.00	12/10/2021
3184	MASTERCARD	2021_11 KINNI	Employee Wellness	12/01/2021	55.00	55.00	12/10/2021
3184	MASTERCARD	2021_11 LOW	Waiting for receipts	12/01/2021	508.67	508.67	12/10/2021
3184	MASTERCARD	2021_11 LOW	Waiting for receipts	12/01/2021	39.96	39.96	12/10/2021
3184	MASTERCARD	2021_11 LOW	Waiting for receipts	12/01/2021	502.47	502.47	12/10/2021
3184	MASTERCARD	2021_11 LOW	Waiting for receipts	12/01/2021	69.51	69.51	12/10/2021
3184	MASTERCARD	2021_11 LOW	Waiting for receipts	12/01/2021	10.49	10.49	12/10/2021
3184	MASTERCARD	2021_11 LOW	Waiting for receipts	12/01/2021	11.50	11.50	12/10/2021
3184	MASTERCARD	2021_11 LOW	Waiting for receipts	12/01/2021	34.95	34.95	12/10/2021
3184	MASTERCARD	2021_11 LOW	Waiting for receipts	12/01/2021	24.98	24.98	12/10/2021
3184	MASTERCARD	2021_11 LOW	Waiting for receipts	12/01/2021	198.28	198.28	12/10/2021
3184	MASTERCARD	2021_11 LOW	Waiting for receipts	12/01/2021	375.00	375.00	12/10/2021
3184	MASTERCARD	2021_11 MACI	office supply	12/01/2021	232.94	232.94	12/10/2021
3184	MASTERCARD	2021_11 MACI	office supply	12/01/2021	17.96	17.96	12/10/2021
3184	MASTERCARD	2021_11 MACI	station supply	12/01/2021	2.67	2.67	12/10/2021
3184	MASTERCARD	2021_11 MACI	october	12/01/2021	9,091.16	9,091.16	12/10/2021
3184	MASTERCARD	2021_11 MACI	station supply	12/01/2021	7.16	7.16	12/10/2021
3184	MASTERCARD	2021_11 MACI	building supply	12/01/2021	109.59	109.59	12/10/2021
3184	MASTERCARD	2021_11 MACI	operating supply	12/01/2021	477.00	477.00	12/10/2021
3184	MASTERCARD	2021_11 O'RO	Window hooks	12/01/2021	14.37	14.37	12/10/2021
3184	MASTERCARD	2021_11 O'RO	Screen	12/01/2021	37.50	37.50	12/10/2021
3184	MASTERCARD	2021_11 RAYM	Memosens	12/01/2021	254.00	254.00	12/10/2021
3184	MASTERCARD	2021_11 RAYM	Study material	12/01/2021	135.00	135.00	12/10/2021
3184	MASTERCARD	2021_11 RAYM	Parts	12/01/2021	1,023.97	1,023.97	12/10/2021
3184	MASTERCARD	2021_11 RAYM	Memosens	12/01/2021	855.00	855.00	12/10/2021
3184	MASTERCARD	2021_11 TARR	Printed Materials for school advert	12/01/2021	159.60	159.60	12/10/2021
3184	MASTERCARD	2021_11 TARR	Printed Materials for school advert	12/01/2021	169.58	169.58	12/10/2021
3184	MASTERCARD	2021_11 TARR	Storywalk Suction Cups and Water	12/01/2021	71.70	71.70	12/10/2021
3184	MASTERCARD	2021_11 TARR	Storywalk Glitter Lights	12/01/2021	65.97	65.97	12/10/2021
3184	MASTERCARD	2021_11 TARR	Banner Printing for Holiday Marke	12/01/2021	160.00	160.00	12/10/2021
3184	MASTERCARD	2021_11 TARR	Storywalk Boards	12/01/2021	264.73	264.73	12/10/2021
3184	MASTERCARD	2021_11 TARR	Advertising Program access for te	12/01/2021	60.38	60.38	12/10/2021
3184	MASTERCARD	2021_11 TARR	Candy Canes for Event	12/01/2021	204.00	204.00	12/10/2021
3184	MASTERCARD	2021_11 TARR	Recycling Station	12/01/2021	88.96	88.96	12/10/2021
3184	MASTERCARD	2021_11 TARR	Safesitter Instructor Training	12/01/2021	192.00	192.00	12/10/2021
3184	MASTERCARD	2021_11 TARR	Flag Football Water Bottles	12/01/2021	578.15	578.15	12/10/2021
3184	MASTERCARD	2021_11 TARR	Printing	12/01/2021	1.46	1.46	12/10/2021
3184	MASTERCARD	2021_11 TARR	Candy Canes for Event	12/01/2021	186.20	186.20	12/10/2021
3184	MASTERCARD	2021_11 TARR	Corkboard Aesthetics	12/01/2021	14.59	14.59	12/10/2021
3184	MASTERCARD	2021_11 TARR	Advertising Program	12/01/2021	239.16	239.16	12/10/2021
3184	MASTERCARD	2021_11 TARR	Stickers for Storywalk Giveaway	12/01/2021	75.80	75.80	12/10/2021
3184	MASTERCARD	2021_11 TARR	Corkboard Aesthetics	12/01/2021	13.99	13.99	12/10/2021
3184	MASTERCARD	2021_11 WULF	Corkboard Aesthetics	12/01/2021	293.25	293.25	12/10/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MASTERCARD:					30,590.97	30,590.97	
MISC							
99999	MISC	72607	ReIMBURSE FOR REPAIRS	11/19/2021	54.00	54.00	01/12/2022
99999	MISC	BERKE001	Ambulance Overpayment	12/13/2021	30.00	30.00	01/12/2022
99999	MISC	BOWPE000	Ambulance Overpayment	12/13/2021	117.55	117.55	01/12/2022
99999	MISC	CZAPE000	Ambulance Overpayment	12/13/2021	100.00	100.00	01/12/2022
99999	MISC	DAVMA002	Ambulance Overpayment	12/13/2021	189.29	189.29	01/12/2022
99999	MISC	HARAI000	Ambulance Overpayment	12/13/2021	20.00	20.00	01/12/2022
99999	MISC	HILRA000	Ambulance Overpayment	12/13/2021	177.04	177.04	01/12/2022
99999	MISC	KIRKCO000	Ambulance Overpayment	12/13/2021	146.18	146.18	01/12/2022
99999	MISC	MCDJA000	Ambulance Overpayment	12/12/2021	117.55	117.55	01/12/2022
99999	MISC	MILCY000	Ambulance Overpayment	12/13/2021	50.00	50.00	01/12/2022
99999	MISC	SHEDE000	Ambulance Overpayment	12/13/2021	25.00	25.00	01/12/2022
99999	MISC	STRKR000	Ambulance Overpayment	12/13/2021	50.00	50.00	01/12/2022
99999	MISC	TK2019-0105	Bond Release - S. Schepis	01/03/2022	98.03	98.03	01/06/2022
99999	MISC	WILDE001	Ambulance Overpayment	12/13/2021	200.00	200.00	01/12/2022
99999	MISC	ZISVI000	Ambulance Overpayment	12/13/2021	215.28	215.28	01/12/2022
Total MISC:					1,589.92	1,589.92	
MONTANA CORRECTIONAL ENTERPRISES							
1180	MONTANA CORRECTIONAL EN	82810	Chairs	12/22/2021	825.00	825.00	01/19/2022
Total MONTANA CORRECTIONAL ENTERPRISES:					825.00	825.00	
MONTANA LEGISLATIVE SERVICES							
70	MONTANA LEGISLATIVE SERVI	37907	2022 MCA	01/03/2022	350.00	350.00	01/12/2022
Total MONTANA LEGISLATIVE SERVICES:					350.00	350.00	
MONTANA RAIL LINK							
112	MONTANA RAIL LINK	462144	Agreement 600249	01/03/2022	733.50	733.50	01/19/2022
Total MONTANA RAIL LINK:					733.50	733.50	
MOTION PICTURE LICENSING CORP							
10003	MOTION PICTURE LICENSING	504372784	MPLC LICENSE	10/26/2021	617.42	617.42	01/19/2022
Total MOTION PICTURE LICENSING CORP:					617.42	617.42	
MOUNTAIN AIR SPORTS							
34	MOUNTAIN AIR SPORTS	11040	CLOTHING	12/22/2021	68.00	68.00	01/12/2022
34	MOUNTAIN AIR SPORTS	11040	CLOTHING	12/22/2021	68.00	68.00	01/12/2022
34	MOUNTAIN AIR SPORTS	11040	CLOTHING	12/22/2021	68.00	68.00	01/12/2022
34	MOUNTAIN AIR SPORTS	11040	CLOTHING	12/22/2021	68.00	68.00	01/12/2022
34	MOUNTAIN AIR SPORTS	11040	CLOTHING	12/22/2021	68.00	68.00	01/12/2022
Total MOUNTAIN AIR SPORTS:					340.00	340.00	
MUNICIPAL EMERGENCY SERVICES							
2604	MUNICIPAL EMERGENCY SERV	IN1660102	STRUCTURE BOOTS	12/28/2021	396.23	396.23	01/19/2022
Total MUNICIPAL EMERGENCY SERVICES:					396.23	396.23	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MURDOCH'S RANCH & HOME SUPPLY							
3688	MURDOCH'S RANCH & HOME S	K00380/37	15W40	12/28/2021	87.98	87.98	01/12/2022
3688	MURDOCH'S RANCH & HOME S	K01104/37	Tarp	11/29/2021	99.99	99.99	01/12/2022
3688	MURDOCH'S RANCH & HOME S	K01135/37	Tools	12/03/2021	188.97	188.97	01/12/2022
Total MURDOCH'S RANCH & HOME SUPPLY:					376.94	376.94	
NORMONT EQUIPMENT							
12	NORMONT EQUIPMENT	26606	GRADER	01/05/2022	993.70	993.70	01/12/2022
Total NORMONT EQUIPMENT:					993.70	993.70	
NORTHWESTERN ENERGY							
151	NORTHWESTERN ENERGY	0708370-2 202	8th & Park Sprinklers	12/14/2021	6.51	6.51	01/12/2022
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	12/14/2021	399.08	399.08	01/12/2022
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	12/14/2021	399.08	399.08	01/12/2022
151	NORTHWESTERN ENERGY	0709794-2 202	WRF 316 Bennett	12/07/2021	1,769.22	1,769.22	01/12/2022
151	NORTHWESTERN ENERGY	0709796-7 202	97 View Vista Drive	12/14/2021	6.00	6.00	01/12/2022
151	NORTHWESTERN ENERGY	0709869-2 202	Carol Lane	12/14/2021	119.25	119.25	01/12/2022
151	NORTHWESTERN ENERGY	0709870-0 202	G Street Park - 422 S G	12/14/2021	228.10	228.10	01/12/2022
151	NORTHWESTERN ENERGY	0709871-8 202	Star Addition - Lights	12/14/2021	275.19	275.19	01/12/2022
151	NORTHWESTERN ENERGY	0709873-4 202	800 W Cambridge - Pump Station	12/14/2021	28.69	28.69	01/12/2022
151	NORTHWESTERN ENERGY	0709874-2 202	Werner Addition Pump	12/08/2021	495.16	495.16	01/12/2022
151	NORTHWESTERN ENERGY	0709875-9 202	900 River Drive Pump	12/08/2021	2,455.59	2,455.59	01/12/2022
151	NORTHWESTERN ENERGY	0709876-7 202	132 South B Street - B St Well	12/09/2021	1,388.79	1,388.79	01/12/2022
151	NORTHWESTERN ENERGY	0709877-5 202	200 E Reservoir (north side hill)	12/07/2021	559.98	559.98	01/12/2022
151	NORTHWESTERN ENERGY	0709878-3 202	227 River Drive - Concessions sta	12/10/2021	41.76	41.76	01/12/2022
151	NORTHWESTERN ENERGY	0709879-1 202	227 River Drive - Softball Field	12/09/2021	19.68	19.68	01/12/2022
151	NORTHWESTERN ENERGY	0709880-9 202	200 River Drive - Pool	12/09/2021	163.45	163.45	01/12/2022
151	NORTHWESTERN ENERGY	0709881-7 202	229 River Drive - Civic Center	12/09/2021	1,331.50	1,331.50	01/12/2022
151	NORTHWESTERN ENERGY	0709882-5 202	229 River Drive - Pump Civic Cent	12/15/2021	15.08	15.08	01/12/2022
151	NORTHWESTERN ENERGY	0709886-6 202	200 E Reservoir	12/14/2021	100.46	100.46	01/12/2022
151	NORTHWESTERN ENERGY	0709891-6 202	Cemetery Road Shop - 15 Fleshm	12/14/2021	91.85	91.85	01/12/2022
151	NORTHWESTERN ENERGY	0709892-4 202	40 Water Tower Avenue	12/14/2021	55.27	55.27	01/12/2022
151	NORTHWESTERN ENERGY	0709894-0 202	56 Water Tower	12/07/2021	491.68	491.68	01/12/2022
151	NORTHWESTERN ENERGY	0709914-6 202	1011 River Dr - Edge Water Sewe	12/08/2021	23.50	23.50	01/12/2022
151	NORTHWESTERN ENERGY	0719058-0 202	3 Rogers Lane Lift Station	12/08/2021	105.96	105.96	01/12/2022
151	NORTHWESTERN ENERGY	0719271-9 202	601 Robin Lane - Well	12/16/2021	.00	.00	
151	NORTHWESTERN ENERGY	0719272-7 202	4 Billman Lane - Well	12/10/2021	1,672.00	1,672.00	01/12/2022
151	NORTHWESTERN ENERGY	0719358-4 202	Street Lights - Livingston	12/14/2021	2,667.31	2,667.31	01/12/2022
151	NORTHWESTERN ENERGY	0719373-3 202	229 River Drive	12/14/2021	8.08	8.08	01/12/2022
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	12/07/2021	294.65	294.65	01/12/2022
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	12/07/2021	294.65	294.65	01/12/2022
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	12/07/2021	294.65	294.65	01/12/2022
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	12/07/2021	294.65	294.65	01/12/2022
151	NORTHWESTERN ENERGY	0720113-0 202	229 River Drive - CC Building	12/09/2021	212.53	212.53	01/12/2022
151	NORTHWESTERN ENERGY	0720122-1 202	400 North M	12/14/2021	10.48	10.48	01/12/2022
151	NORTHWESTERN ENERGY	0720176-7 202	Weimer Park	12/14/2021	8.08	8.08	01/12/2022
151	NORTHWESTERN ENERGY	0802599-1 202	608 W Chinook	12/14/2021	65.72	65.72	01/12/2022
151	NORTHWESTERN ENERGY	0933715-5 202	710 W Callender	12/14/2021	45.18	45.18	01/12/2022
151	NORTHWESTERN ENERGY	1134866-1 202	N 2nd & Montana & Chinook	12/14/2021	70.85	70.85	01/12/2022
151	NORTHWESTERN ENERGY	1134879-4 202	N 7th & Montana & Chinook	12/14/2021	35.72	35.72	01/12/2022
151	NORTHWESTERN ENERGY	1155965-5 202	229 River Drive	12/14/2021	6.00	6.00	01/12/2022
151	NORTHWESTERN ENERGY	1290352-2 202	School Flasher Park & 13th	12/14/2021	8.98	8.98	01/12/2022
151	NORTHWESTERN ENERGY	1441030-2 202	D & Geyser Well House	12/09/2021	1,484.54	1,484.54	01/12/2022
151	NORTHWESTERN ENERGY	1452951-5 202	Starlow on Monroe	12/08/2021	443.17	443.17	01/12/2022
151	NORTHWESTERN ENERGY	1493850-0 202	412 W Callender	12/14/2021	73.67	73.67	01/12/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	1498936-2 202	I90 & 89S-ing	12/14/2021	6.00	6.00	01/12/2022
151	NORTHWESTERN ENERGY	1594141-2 202	9th & 10th Lift Station	12/08/2021	31.81	31.81	01/12/2022
151	NORTHWESTERN ENERGY	1613803-4 202	M & N on Callender	12/14/2021	67.64	67.64	01/12/2022
151	NORTHWESTERN ENERGY	1728687-3 202	Transfer Station 408 Bennett Stre	12/07/2021	384.71	384.71	01/12/2022
151	NORTHWESTERN ENERGY	1747570-8 202	D & E on Callender	12/14/2021	50.37	50.37	01/12/2022
151	NORTHWESTERN ENERGY	1747572-4 202	F & G on Callender	12/14/2021	32.19	32.19	01/12/2022
151	NORTHWESTERN ENERGY	1893530-4 202	600 W Park	12/14/2021	88.22	88.22	01/12/2022
151	NORTHWESTERN ENERGY	1893536-1 202	E Street & Alley	12/14/2021	46.81	46.81	01/12/2022
151	NORTHWESTERN ENERGY	1893541-1 202	18 W Park	12/14/2021	155.88	155.88	01/12/2022
151	NORTHWESTERN ENERGY	1906055-7 202	815 North 13th - Soccer Fields	12/15/2021	2.07	2.07	01/12/2022
151	NORTHWESTERN ENERGY	2022.1.12 3837	3837245-4 1.22 220 E PARK	01/12/2022	833.44	833.44	01/19/2022
151	NORTHWESTERN ENERGY	2023479-5 202	900 W Geyser Street School Light	12/14/2021	6.51	6.51	01/12/2022
151	NORTHWESTERN ENERGY	2023484-5 202	1100 W Geyser Street School Lig	12/14/2021	6.37	6.37	01/12/2022
151	NORTHWESTERN ENERGY	2114861-4 202	132 South B Street Lights	12/14/2021	215.26	215.26	01/12/2022
151	NORTHWESTERN ENERGY	2138754-3 202	G Street Park - Mike Webb Park	12/14/2021	6.11	6.11	01/12/2022
151	NORTHWESTERN ENERGY	2171060-3 202	Scale House 408 Bennett Street	12/14/2021	88.59	88.59	01/12/2022
151	NORTHWESTERN ENERGY	3015965-1 202	330 Bennett - Fire Training Center	12/14/2021	90.55	90.55	01/12/2022
151	NORTHWESTERN ENERGY	3093003-6 202	114 West Summit	12/14/2021	38.78	38.78	01/12/2022
151	NORTHWESTERN ENERGY	3093023-4 202	320 North Main	12/14/2021	4.86	4.86	01/12/2022
151	NORTHWESTERN ENERGY	3093027-5 202	105 West Park	12/14/2021	64.74	64.74	01/12/2022
151	NORTHWESTERN ENERGY	3141997-1 202	C & D on Lewis	12/14/2021	31.82	31.82	01/12/2022
151	NORTHWESTERN ENERGY	3184602-5 202	202 South 2nd	12/14/2021	19.87	19.87	01/12/2022
151	NORTHWESTERN ENERGY	3210240-2 202	616 River Drive	12/14/2021	6.11	6.11	01/12/2022
151	NORTHWESTERN ENERGY	3258086-2 202	2800 East Park Lift Station	12/14/2021	364.49	364.49	01/12/2022
151	NORTHWESTERN ENERGY	3258262-9 202	320 Alpenglow Lift Station	12/07/2021	220.10	220.10	01/12/2022
151	NORTHWESTERN ENERGY	3267010-1 202	330 Bennett - Compactor	12/08/2021	48.69	48.69	01/12/2022
151	NORTHWESTERN ENERGY	3287727-6 202	320 Alpenglow LN-	12/14/2021	37.84	37.84	01/12/2022
151	NORTHWESTERN ENERGY	3386783-9 202	Btwn G and H on Clark	12/14/2021	43.30	43.30	01/12/2022
151	NORTHWESTERN ENERGY	3386845-6 202	Btwn I and K on Callender	12/14/2021	40.46	40.46	01/12/2022
151	NORTHWESTERN ENERGY	3386846-4 202	Btwn 7th and 8th on Summit	12/14/2021	27.10	27.10	01/12/2022
151	NORTHWESTERN ENERGY	3506014-4 202	Brookstone/Elm	12/14/2021	6.97	6.97	01/12/2022
151	NORTHWESTERN ENERGY	3566038-0 202	114 East Callender	12/14/2021	40.99	40.99	01/12/2022
151	NORTHWESTERN ENERGY	3566039-8 202	115 East Lewis	12/14/2021	28.58	28.58	01/12/2022
151	NORTHWESTERN ENERGY	3585235-9 202	New WRF 316 Bennett	12/08/2021	16,040.40	16,040.40	01/12/2022
151	NORTHWESTERN ENERGY	3643752-3 202	115 East Clark	12/14/2021	15.59	15.59	01/12/2022
151	NORTHWESTERN ENERGY	3643753-1 202	112 East Clark	12/14/2021	66.54	66.54	01/12/2022
151	NORTHWESTERN ENERGY	3678204-3 202	502 River Dr. Pmp	12/10/2021	8.93	8.93	01/12/2022
151	NORTHWESTERN ENERGY	3725873-8 202	340 Bennett	12/14/2021	32.35	32.35	01/12/2022
151	NORTHWESTERN ENERGY	3753023-5 202	410 Bennett Transfer St Shop	12/07/2021	416.32	416.32	01/12/2022
151	NORTHWESTERN ENERGY	3787060-7 202	Green Acres Lights	12/14/2021	69.50	69.50	01/12/2022
151	NORTHWESTERN ENERGY	3787427-8 202	Green Acres	12/14/2021	213.05	213.05	01/12/2022
151	NORTHWESTERN ENERGY	3828216-6 202	203 W Callender	12/14/2021	19.36	19.36	01/12/2022
151	NORTHWESTERN ENERGY	3867654-0 202	2222 Willow Dr. Lt A	12/14/2021	.00	.00	
151	NORTHWESTERN ENERGY	3913678-3 202	Green Acres Park - opening bill	12/07/2021	8.70	8.70	01/12/2022
Total NORTHWESTERN ENERGY:					38,589.71	38,589.71	
PARK COUNTY							
272	PARK COUNTY	2022.1.12	PED BRIDGE PER	01/12/2022	11,649.57	11,649.57	01/19/2022
Total PARK COUNTY:					11,649.57	11,649.57	
POLYDYNE INC.							
3144	POLYDYNE INC.	1603822	Clarifloc	12/29/2021	3,105.00	3,105.00	01/12/2022
Total POLYDYNE INC.:					3,105.00	3,105.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PUBWORKS							
3675	PUBWORKS	274-010	Annual support & ma	01/01/2022	842.66	842.66	01/12/2022
3675	PUBWORKS	274-010	Annual support & ma	01/01/2022	842.67	842.67	01/12/2022
3675	PUBWORKS	274-010	Annual support & ma	01/01/2022	842.67	842.67	01/12/2022
Total PUBWORKS:					2,528.00	2,528.00	
REDSTONE LEASING							
3842	REDSTONE LEASING	2022.2	Lease 40 OF 60	01/01/2022	203.07	203.07	01/12/2022
Total REDSTONE LEASING:					203.07	203.07	
RIVER BEND THREADS							
2299	RIVER BEND THREADS	3428	cLOTHING	12/27/2021	101.60	101.60	01/12/2022
2299	RIVER BEND THREADS	3428	cLOTHING	12/27/2021	101.60	101.60	01/12/2022
2299	RIVER BEND THREADS	3428	cLOTHING	12/27/2021	101.60	101.60	01/12/2022
2299	RIVER BEND THREADS	3428	cLOTHING	12/27/2021	101.60	101.60	01/12/2022
2299	RIVER BEND THREADS	3428	cLOTHING	12/27/2021	101.60	101.60	01/12/2022
2299	RIVER BEND THREADS	3439	Logo ON JACKETS	01/03/2022	16.00	16.00	01/12/2022
Total RIVER BEND THREADS:					524.00	524.00	
RIVERSIDE HARDWARE LLC							
3659	RIVERSIDE HARDWARE LLC	149039	CAULK GUN	10/01/2021	99.99	99.99	01/12/2022
3659	RIVERSIDE HARDWARE LLC	149861	ExtenTION CORD	10/11/2021	75.98	75.98	01/12/2022
3659	RIVERSIDE HARDWARE LLC	151204	KEYS	10/27/2021	4.00	4.00	01/12/2022
3659	RIVERSIDE HARDWARE LLC	154030	DRILL BIT	12/01/2021	5.48	5.48	01/12/2022
3659	RIVERSIDE HARDWARE LLC	154156	Batterys	12/02/2021	9.99	9.99	01/12/2022
3659	RIVERSIDE HARDWARE LLC	154223	EYE BOLT	12/02/2021	3.98	3.98	01/12/2022
3659	RIVERSIDE HARDWARE LLC	154290	INTERUPTER	12/03/2021	62.99	62.99	01/12/2022
3659	RIVERSIDE HARDWARE LLC	154541	KEYS	12/06/2021	2.00	2.00	01/12/2022
3659	RIVERSIDE HARDWARE LLC	154820	POLE	12/09/2021	62.99	62.99	01/12/2022
3659	RIVERSIDE HARDWARE LLC	154822	INTERUPTER	12/09/2021	62.99	62.99	01/12/2022
3659	RIVERSIDE HARDWARE LLC	154959	HOOK	12/10/2021	6.99	6.99	01/12/2022
3659	RIVERSIDE HARDWARE LLC	154991	PICTURE HANGERS	12/10/2021	17.97	17.97	01/12/2022
Total RIVERSIDE HARDWARE LLC:					415.35	415.35	
SAFETRAC							
3143	SAFETRAC	34342	CDL Services	01/01/2022	225.00	225.00	01/12/2022
Total SAFETRAC:					225.00	225.00	
SCHAEFFER MFG CO.							
1730	SCHAEFFER MFG CO.	AEQ2757-INV1	Oil	12/08/2021	2,814.19	2,814.19	01/12/2022
Total SCHAEFFER MFG CO.:					2,814.19	2,814.19	
SISTER CITIES INTERNATIONAL							
515	SISTER CITIES INTERNATIONA	1884806	MEMBERSHIP DUES	01/11/2022	310.00	310.00	01/19/2022
Total SISTER CITIES INTERNATIONAL:					310.00	310.00	
SPECIAL LUBE							
1814	SPECIAL LUBE	224-280-828	Oil Change	01/06/2022	54.29	54.29	01/19/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SPECIAL LUBE:					54.29	54.29	
STAFFORD ANIMAL SHELTER							
1439	STAFFORD ANIMAL SHELTER	2021.12	Boarding AND VACC	01/06/2022	1,253.75	1,253.75	01/12/2022
Total STAFFORD ANIMAL SHELTER:					1,253.75	1,253.75	
STANARD & ASSOCIATES INC							
10003	STANARD & ASSOCIATES INC	SA000049194	ENTRY LEVEL OFFICER TEST	12/28/2021	508.00	508.00	01/12/2022
Total STANARD & ASSOCIATES INC:					508.00	508.00	
STATE BAR OF MONTANA							
2998	STATE BAR OF MONTANA	2022.1	Annual Dues and Lice-LAWELLIN	01/01/2022	495.00	495.00	01/19/2022
Total STATE BAR OF MONTANA:					495.00	495.00	
SWS EQUIPMENT							
10000	SWS EQUIPMENT	0139222-IN	PROXIMITY SWITCH	12/30/2021	370.71	370.71	01/12/2022
Total SWS EQUIPMENT:					370.71	370.71	
THOMSON REUTERS - WEST							
2823	THOMSON REUTERS - WEST	845638537	Subscription	01/01/2022	309.57	309.57	01/19/2022
Total THOMSON REUTERS - WEST:					309.57	309.57	
TIRE-RAMA LIVINGSTON							
10000	TIRE-RAMA LIVINGSTON	502 0008418	TIRE REPAIR	11/04/2021	36.05	36.05	01/12/2022
Total TIRE-RAMA LIVINGSTON:					36.05	36.05	
TRANSUNION RISK & ALTERNATIVE							
3376	TRANSUNION RISK & ALTERNA	380349-202112	investigative research	01/01/2022	75.00	75.00	01/12/2022
Total TRANSUNION RISK & ALTERNATIVE:					75.00	75.00	
TRUE VALUE HARDWARE							
10003	TRUE VALUE HARDWARE	2022.1.7	RESTITUTION TK2021-0351	01/07/2022	50.00	50.00	01/19/2022
10003	TRUE VALUE HARDWARE	2022.1.7.1	RESTITUTION TK2021-0366	01/07/2022	49.99	49.99	01/19/2022
Total TRUE VALUE HARDWARE:					99.99	99.99	
UTILITIES UNDERGROUND LOCATION							
3472	UTILITIES UNDERGROUND LO	1125091	Excavation Notifications	12/31/2021	51.81	51.81	01/12/2022
3472	UTILITIES UNDERGROUND LO	1125091	Excavation Notifications	12/31/2021	51.81	51.81	01/12/2022
3472	UTILITIES UNDERGROUND LO	1125091	Excavation Notifications	12/31/2021	51.81	51.81	01/12/2022
Total UTILITIES UNDERGROUND LOCATION:					155.43	155.43	
VERIZON WIRELESS							
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	47.50	47.50	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	36.13	36.13	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	82.69	82.69	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	10.69	10.69	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	10.70	10.70	01/19/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	21.34	21.34	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	51.39	51.39	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	21.34	21.34	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	21.34	21.34	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	21.34	21.34	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	21.34	21.34	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	21.34	21.34	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	21.34	21.34	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	21.34	21.34	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	47.50	47.50	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	13.17	13.17	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	21.34	21.34	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	21.34	21.34	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	21.34	21.34	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	21.34	21.34	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	13.17	13.17	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	13.17	13.17	01/19/2022
879	VERIZON WIRELESS	8996849069	Jan 2022 CELLPHONES	01/08/2022	13.17	13.17	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	67.10	67.10	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	51.26	51.26	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	21.08	21.08	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	21.08	21.08	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	21.08	21.08	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	21.08	21.08	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	21.08	21.08	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	46.90	46.90	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	21.08	21.08	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	21.08	21.08	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	21.08	21.08	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	21.08	21.08	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	21.08	21.08	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	21.08	21.08	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	21.08	21.08	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	21.08	21.08	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	21.08	21.08	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	21.08	21.08	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	21.08	21.08	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	14.75	14.75	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	13.02	13.02	01/19/2022
879	VERIZON WIRELESS	9896849068	Jan 2022 CELLPHONES	01/08/2022	51.25	51.25	01/19/2022
Total VERIZON WIRELESS:					1,217.29	1,217.29	
WHISTLER TOWING, LLC							
3237	WHISTLER TOWING, LLC	13605	IMPOUND	12/29/2021	125.00	125.00	01/12/2022
3237	WHISTLER TOWING, LLC	34678	IMPOUND	10/23/2021	85.00	85.00	01/12/2022
Total WHISTLER TOWING, LLC:					210.00	210.00	
WISPWEST.NET							
2087	WISPWEST.NET	694500	Internet	12/17/2021	68.62	68.62	01/12/2022
Total WISPWEST.NET:					68.62	68.62	
Grand Totals:					188,547.59	188,547.59	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
--------	-------------	----------------	-------------	--------------	-----------------------	-------------	-----------

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

File Attachments for Item:

C. ACCEPT APPLICATION FROM TAMMY FITZGERALD, REPRESENTING THE YELLOWSTONE RIVER INN, TO FILL A VACANCY FOR A TERM ENDING 12/31/2023, ON THE LIVINGSTON TBID BOARD IN ACCORDANCE WITH BYLAWS.

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

Date: 1-4-22

Name: Tammy S. Fitzgerald

Physical Address: 920 W. Chinook Str, Livingston MT 59047

Mailing Address (if different): _____

Email: hotel@yrinn.com or tsfitz36@yahoo.com

Phone(s): (406) 224-0809

Name of Property Owned within the District: Yellowstone River Inn & Suites

Address of Property: _____

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

I Rajiv Ratan certify that I am a property owner within the District and I am duly authorized to either serve on the Board of Trustees or appoint _____ as my designee.

[Signature] Property Owner Signature Date 1/3/21

PLEASE NOTE: An application from the manager of a hotel must contain a signed statement from the owner indicating that the hotel manager is authorized to represent the owner or a note from the corporate officer authorized to represent the board.

Have you ever served on a City or County board? no
(If so, where, what board, and how long?)

Please explain your relevant qualifications, interests, and experiences.
I have worked in Livingston hospitality for the past 4 1/2 years. Raised here in Livingston. Have worked here for 11 years.

References (Individual or Organization) Name: Phone:

Tawnya Greenfield (406) 220-6116 11 years

Susan Tiftick (406) 224-1419

This application is considered public record.

Please print and sign this application where appropriate and mail to:
Livingston Tourism Business Improvement District
PO Box 348, Livingston, MT 59047
Or email to: info@explorelivingstonmt.com

File Attachments for Item:

A. PAIGE FETTERHOFF, FINANCE DIRECTOR PRESENTS QUARTER 2 FINANCIAL FUND SUMMARY.

Summary of Fund Revenues by Type

Fund	Taxes & Assessments	Licenses & Permits	Intergovernmental	Charge for Services	Fines & Forfeitures	Miscellaneous	Investment Earnings	Other Financing Sources	Transfers	Total
1000 - General	\$ 1,354,384	\$ 116,557	\$ 640,735	\$ 53,231	\$ 64,732	\$ 54,239	\$ 858	\$ -	\$ 503,745	\$ 2,788,481
2190 - Comprehensive Liability	646	-	-	-	-	-	5	-	-	651
2220 - Library	60,453	-	34,909	489	12,882	135	108	-	-	108,976
2300 - Communications/Dispatch Services	-	-	-	162,792	-	-	23	-	196,800	359,615
2310 - Tax Increment District - Downtown	243,687	-	20,483	-	-	-	156	-	-	264,327
2372 - Permissive Health Levy	264,853	-	-	-	-	-	37	-	-	264,890
2397 - CDBG Economic Dev Revolving	-	-	-	-	-	-	1,922	-	-	1,922
2399 - Impact Fees	-	-	-	70,734	-	-	274	-	-	71,008
2400 - Light Maintenance	-	-	-	-	-	74,457	28	-	-	74,486
2500 - Street Maintenance	-	9,470	-	376	-	636,288	89	-	-	646,222
2600 - Sidewalks	-	-	-	-	-	28,591	(21)	-	-	28,570
2650 - Business Improvement District	-	-	-	-	-	18,858	1	-	-	18,859
2700 - Park Improvement	-	-	-	-	-	-	18	-	-	18
2750 - Law Enforcement Joint Equipment	-	-	-	-	-	-	2	-	-	2
2820 - Gas Tax	-	-	62,568	250	-	-	47	-	-	62,864
2991 - American Rescue Plan	-	-	2,997	-	-	-	257	-	-	3,254
3002 - 2016 Fire Truck GOB	34,495	-	-	-	-	-	6	-	-	34,501
3003 - 2000 Fire Truck GOB	129	-	-	-	-	-	1	-	-	130
3200 - West End Tax Increment District	61,102	-	6,595	-	-	-	117	-	-	67,813
3400 - SID Revolving	-	-	-	-	-	-	6	-	-	6
3550 - SID 179 - West End	-	-	-	-	-	17,203	6	-	-	17,210
3955 - SID 180 - Carol Lane	-	-	-	-	-	1,408	(0)	-	-	1,408
4010 - Capital Improvement	-	-	-	-	-	-	30	-	-	30
4020 - Library Capital Improvement	-	-	-	-	-	-	7	-	-	7
4099 - Railroad Crossing Levy	-	-	-	-	-	-	0	-	-	0
5210 - Water Department	-	-	-	1,087,252	-	-	660	-	-	1,087,912
5310 - Sewer Department	-	-	(22,500)	1,451,619	-	-	716	-	-	1,429,835
5410 - Solid Waste Department	-	-	-	1,434,135	-	-	745	-	-	1,434,879
5510 - Ambulance Services	17,264	-	5,203	723,516	-	3,590	219	-	-	749,791
8010 - Perpetual Cemetery	-	-	-	1,000	-	-	64	-	-	1,064
TOTAL	\$ 2,037,012	\$ 126,027	\$ 750,989	\$ 4,985,393	\$ 77,614	\$ 834,769	\$ 6,383	\$ -	\$ 700,545	\$ 9,518,731
% of Total	21.40%	1.32%	7.89%	52.37%	0.82%	8.77%	0.07%	0.00%	7.36%	100.00%
Budget	\$ 4,058,625	\$ 336,000	\$ 2,940,551	\$10,567,338	\$ 88,000	\$ 1,709,085	\$ 40,775	\$ 1,234,200	\$1,007,500	\$ 21,982,074
% of Budget Received	50.19%	37.51%	25.54%	47.18%	88.20%	48.84%	15.65%	0.00%	69.53%	43.30%

Summary of Fund Expenditures by Type

Fund	Personnel &				Other	
	Benefits	Operations	Capital	Debt Service	Financing Uses	Total
1000 - General	\$ 2,057,818	\$ 763,108	\$ 190,351	\$ 4,064	\$ 212,759	\$ 3,228,099
2190 - Comprehensive Liability	-	-	-	-	-	-
2220 - Library	234,239	94,095	982	-	-	329,316
2300 - Communications/Dispatch Services	385,193	90,831	-	-	-	476,025
2310 - Tax Increment District - Downtown	-	-	-	31,513	-	31,513
2372 - Permissive Health Levy	-	-	-	-	-	-
2397 - CDBG Economic Dev Revolving	-	1,851	-	-	-	1,851
2399 - Impact Fees	-	-	108,420	-	-	108,420
2400 - Light Maintenance	-	28,716	-	-	-	28,716
2500 - Street Maintenance	243,149	138,602	17,076	46,669	-	445,495
2600 - Sidewalks	-	-	-	-	-	-
2650 - Business Improvement District	-	17,633	-	-	-	17,633
2700 - Park Improvement	-	-	-	-	-	-
2750 - Law Enforcement Joint Equipment	-	-	-	-	-	-
2820 - Gas Tax	-	99,975	-	-	-	99,975
2991 - American Rescue Plan	-	-	-	-	-	-
3002 - 2016 Fire Truck GOB	-	350	-	9,797	-	10,147
3003 - 2000 Fire Truck GOB	-	-	-	-	-	-
3200 - West End Tax Increment District	-	-	-	38,213	-	38,213
3400 - SID Revolving	-	-	-	-	-	-
3550 - SID 179 - West End	-	-	-	16,306	-	16,306
3955 - SID 180 - Carol Lane	-	-	-	-	-	-
4010 - Capital Improvement	-	-	-	-	-	-
4020 - Library Capital Improvement	-	-	-	-	-	-
4099 - Railroad Crossing Levy	-	-	-	-	-	-
5210 - Water Department	290,671	324,673	61,319	-	-	676,663
5310 - Sewer Department	335,762	421,229	75,891	407,290	-	1,240,172
5410 - Solid Waste Department	323,381	741,644	8,648	-	-	1,073,673
5510 - Ambulance Services	577,380	225,977	15,783	-	-	819,140
8010 - Perpetual Cemetery	-	-	-	-	-	-
TOTAL	\$ 4,447,593	\$2,948,684	\$ 478,469	\$ 553,851	\$ 212,759	\$ 8,641,356
% of Total	51.47%	34.12%	5.54%	6.41%	2.46%	100.00%
Budget	\$ 9,733,492	\$6,306,623	\$4,190,606	\$1,240,658	\$ 1,057,954	\$ 22,529,333
% of Budget Expended	45.69%	46.76%	11.42%	44.64%	20.11%	38.36%

Summary of Fund Expenditures by Function

Fund	General Government	Public Safety	Public Works	Public Health	Culture & Recreation	Housing & Community Development	Debt Service	Miscellaneous	Other Financing Uses	Total
1000 - General	\$ 922,412	\$ 1,533,706	\$ 200,380	\$ 61,443	\$ 308,537	\$ -	\$ 4,064	\$ 758	\$ 196,800	\$ 3,228,099
2190 - Comprehensive Liability	-	-	-	-	-	-	-	-	-	-
2220 - Library	-	-	-	-	310,038	-	-	-	19,278	329,316
2300 - Communications/Dispatch Services	-	440,937	-	-	-	-	-	-	35,088	476,025
2310 - Tax Increment District - Downtown	-	-	-	-	-	-	31,513	-	-	31,513
2372 - Permissive Health Levy	-	-	-	-	-	-	-	-	-	-
2397 - CDBG Economic Dev Revolving	-	-	-	-	-	1,851	-	-	-	1,851
2399 - Impact Fees	-	108,420	-	-	-	-	-	-	-	108,420
2400 - Light Maintenance	-	28,716	-	-	-	-	-	-	-	28,716
2500 - Street Maintenance	-	-	327,599	-	-	-	46,669	1,500	69,728	445,495
2600 - Sidewalks	-	-	-	-	-	-	-	-	-	-
2650 - Business Improvement District	-	-	-	-	-	17,633	-	-	-	17,633
2700 - Park Improvement	-	-	-	-	-	-	-	-	-	-
2750 - Law Enforcement Joint Equipment	-	-	-	-	-	-	-	-	-	-
2820 - Gas Tax	-	-	99,975	-	-	-	-	-	-	99,975
2991 - American Rescue Plan	-	-	-	-	-	-	-	-	-	-
3002 - 2016 Fire Truck GOB	-	-	-	-	-	-	10,147	-	-	10,147
3003 - 2000 Fire Truck GOB	-	-	-	-	-	-	-	-	-	-
3200 - West End Tax Increment District	-	-	-	-	-	-	38,213	-	-	38,213
3400 - SID Revolving	-	-	-	-	-	-	-	-	-	-
3550 - SID 179 - West End	-	-	-	-	-	-	16,306	-	-	16,306
3955 - SID 180 - Carol Lane	-	-	-	-	-	-	-	-	-	-
4010 - Capital Improvement	-	-	-	-	-	-	-	-	-	-
4020 - Library Capital Improvement	-	-	-	-	-	-	-	-	-	-
4099 - Railroad Crossing Levy	-	-	-	-	-	-	-	-	-	-
5210 - Water Department	-	-	588,949	-	-	-	-	-	87,714	676,663
5310 - Sewer Department	-	-	715,930	-	-	-	407,290	-	116,952	1,240,172
5410 - Solid Waste Department	-	-	968,858	-	-	-	-	-	104,816	1,073,673
5510 - Ambulance Services	-	748,970	-	-	-	-	-	-	70,170	819,140
8010 - Perpetual Cemetery	-	-	-	-	-	-	-	-	-	-
TOTAL	\$ 922,412	\$ 2,860,749	\$ 2,901,690	\$ 61,443	\$ 618,575	\$ 19,484	\$ 554,201	\$ 2,258	\$ 700,545	\$ 8,641,356
% of Total	10.67%	33.11%	33.58%	0.71%	7.16%	0.23%	6.41%	0.03%	8.11%	100.00%
Budget	\$ 1,885,615	\$ 6,228,517	\$ 9,372,666	\$ 126,222	\$ 1,343,850	\$ 376,500	\$ 1,241,008	\$ 12,600	\$ 1,942,355	\$ 22,529,333
% of Budget Expended	48.92%	45.93%	30.96%	48.68%	46.03%	5.17%	44.66%	17.92%	36.07%	38.36%

1000 - General Fund Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
1000 - General Fund							
Revenues							
Taxes & Assessments	\$ 2,783,446	\$ 37,649	1.35%	\$ 1,316,735	47.31%	\$ 1,354,384	48.66%
Licenses & Permits	330,000	55,539	16.83%	61,018	18.49%	116,557	35.32%
Intergovernmental Revenue	1,750,006	302,993	17.31%	337,743	19.30%	640,735	36.61%
Charge for Services	77,000	39,063	50.73%	14,168	18.40%	53,231	69.13%
Fines & Forfeitures	88,000	31,185	35.44%	33,547	38.12%	64,732	73.56%
Miscellaneous Revenue	122,620	23,927	19.51%	30,312	24.72%	54,239	44.23%
Investment Earnings	2,500	617	24.70%	241	9.62%	858	34.32%
Other Financing Sources	358,546	-	0.00%	-	0.00%	-	0.00%
Transfers	1,007,500	251,873	25.00%	251,873	25.00%	503,745	50.00%
Total Revenue	6,519,618	742,846	11.39%	2,045,635	31.38%	2,788,481	42.77%
Expenditures							
Personnel & Benefits	4,569,802	1,007,084	22.04%	1,050,734	22.99%	2,057,818	45.03%
Operations	1,305,603	535,095	40.98%	228,013	17.46%	763,108	58.45%
Capital	337,675	79,740	23.61%	110,610	32.76%	190,351	56.37%
Debt Service	9,166	4,064	44.34%	-	0.00%	4,064	44.34%
Other Financing Uses	446,854	114,376	25.60%	98,383	22.02%	212,759	47.61%
Total Expenditures	6,669,100	1,740,359	26.10%	1,487,740	22.31%	3,228,099	48.40%
Expenditures by Function							
General Government	1,775,615	490,833	27.64%	431,580	24.31%	922,412	51.95%
Public Safety	3,388,997	800,224	23.61%	733,482	21.64%	1,533,706	45.26%
Public Works	402,350	120,748	30.01%	79,632	19.79%	200,380	49.80%
Public Health	126,222	35,381	28.03%	26,061	20.65%	61,443	48.68%
Culture & Recreation	562,896	189,952	33.75%	118,585	21.07%	308,537	54.81%
Debt Service	9,166	4,064	44.34%	-	0.00%	4,064	44.34%
Miscellaneous	9,600	758	7.89%	-	0.00%	758	7.89%
Other Financing Uses	394,254	98,400	24.96%	98,400	24.96%	196,800	49.92%
Total Expenditures	6,669,100	1,740,359	26.10%	1,487,740	22.31%	3,228,099	48.40%
Fund Balance							
Beginning Fund Balance	2,095,454	2,754,003		1,756,490		2,754,003	
Revenue	6,519,618	742,846	11.39%	2,045,635	31.38%	2,788,481	42.77%
Expenditures	6,669,100	1,740,359	26.10%	1,487,740	22.31%	3,228,099	48.40%
Ending Fund Balance	1,945,972	1,756,490		2,314,385		2,314,385	

Special Revenue Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2190 - Comprehensive Liability							
Revenues							
Taxes & Assessments	\$ -	\$ (187)	0.00%	\$ 833	0.00%	\$ 646	0.00%
Investment Earnings	-	3	0.00%	2	0.00%	5	0.00%
Total Revenue	-	(184)	0.00%	835	0.00%	651	0.00%
Expenditures							
Operations	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
Miscellaneous	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	19,178	20,353		20,169		20,353	
Revenue	-	(184)	0.00%	835	0.00%	651	0.00%
Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	19,178	20,169		21,004		21,004	

Special Revenue Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2220 - Library							
Revenues							
Taxes & Assessments	106,300	433	0.41%	60,020	56.46%	60,453	56.87%
Intergovernmental Revenue	542,393	17,454	3.22%	17,454	3.22%	34,909	6.44%
Charge for Services	3,000	489	16.31%	-	0.00%	489	16.31%
Fines & Forfeitures	-	938	0.00%	11,945	0.00%	12,882	0.00%
Miscellaneous Revenue	2,000	135	6.73%	-	0.00%	135	6.73%
Investment Earnings	200	66	32.82%	42	21.24%	108	54.06%
Transfers	69,706	-	0.00%	-	0.00%	-	0.00%
Total Revenue	723,599	19,515	2.70%	89,462	12.36%	108,976	15.06%
Expenditures							
Personnel & Benefits	486,692	116,694	23.98%	117,545	24.15%	234,239	48.13%
Operations	168,286	57,724	34.30%	36,371	21.61%	94,095	55.91%
Capital	-	-	0.00%	982	0.00%	982	0.00%
Total Expenditures	654,978	174,418	26.63%	154,898	23.65%	329,316	50.28%
Expenditures by Function							
Culture & Recreation	616,423	164,779	26.73%	145,259	23.56%	310,038	50.30%
Other Financing Uses	38,555	9,639	25.00%	9,639	25.00%	19,278	50.00%
Total Expenditures	654,978	174,418	26.63%	154,898	23.65%	329,316	50.28%
Fund Balance							
Beginning Fund Balance	452,713	596,307		441,404		596,307	
Revenue	723,599	19,515	2.70%	89,462	12.36%	108,976	15.06%
Expenditures	654,978	174,418	26.63%	154,898	23.65%	329,316	50.28%
Ending Fund Balance	521,334	441,404		375,967		375,967	

Special Revenue Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2300 - Dispatch							
Revenues							
Intergovernmental Revenue	503	-	0.00%	-	0.00%	-	0.00%
Charge for Services	395,600	31,112	7.86%	131,680	33.29%	162,792	41.15%
Investment Earnings	100	3	2.64%	20	20.26%	23	22.90%
Other Financing Sources	465,246	-	0.00%	-	0.00%	-	0.00%
Total Revenue	861,449	129,514	15.03%	230,100	26.71%	359,615	41.75%
Expenditures							
Personnel & Benefits	705,490	186,413	26.42%	198,780	28.18%	385,193	54.60%
Operations	153,355	68,750	44.83%	22,081	14.40%	90,831	59.23%
Capital	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	858,845	255,163	29.71%	220,862	25.72%	476,025	55.43%
Expenditures by Function							
Public Safety	788,673	237,619	30.13%	203,318	25.78%	440,937	55.91%
Other Financing Uses	70,172	17,544	25.00%	17,544	25.00%	35,088	50.00%
Total Expenditures	858,845	255,163	29.71%	220,862	25.72%	476,025	55.43%
Fund Balance							
Beginning Fund Balance	46,614	290,427		164,779		290,427	
Revenue	861,449	129,514	15.03%	230,100	26.71%	359,615	41.75%
Expenditures	858,845	255,163	29.71%	220,862	25.72%	476,025	55.43%
Ending Fund Balance	49,218	164,779		174,017		174,017	

Special Revenue Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2310 - Urban Renewal District							
Revenues							
Taxes & Assessments	416,586	3,327	0.80%	240,360	57.70%	243,687	58.50%
Intergovernmental Revenue	40,967	-	0.00%	20,483	50.00%	20,483	50.00%
Miscellaneous Revenue	2,347	-	0.00%	-	0.00%	-	0.00%
Investment Earnings	1,000	74	7.44%	82	8.18%	156	15.62%
Total Revenue	460,900	3,401	0.74%	260,925	56.61%	264,327	57.35%
Expenditures							
Operations	15,500	-	0.00%	-	0.00%	-	0.00%
Capital	287,000	-	0.00%	-	0.00%	-	0.00%
Debt Service	158,375	-	0.00%	31,513	19.90%	31,513	19.90%
Total Expenditures	460,875	-	0.00%	31,513	6.84%	31,513	6.84%
Expenditures by Function							
Housing & Community Devel.	302,500	-	0.00%	-	0.00%	-	0.00%
Debt Service	158,375	-	0.00%	31,513	19.90%	31,513	19.90%
Total Expenditures	460,875	-	0.00%	31,513	6.84%	31,513	6.84%
Fund Balance							
Beginning Fund Balance	312,407	354,159		357,560		354,159	
Revenue	460,900	3,401	0.74%	260,925	56.61%	264,327	57.35%
Expenditures	460,875	-	0.00%	31,513	6.84%	31,513	6.84%
Ending Fund Balance	312,432	357,560		586,973		586,973	

Special Revenue Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2372 - Permissive Health Insurance							
Revenues							
Taxes & Assessments	531,200	2,277	0.43%	262,576	49.43%	264,853	49.86%
Investment Earnings	150	7	4.41%	31	20.55%	37	24.95%
Total Revenue	531,350	2,284	0.43%	262,606	49.42%	264,890	49.85%
Expenditures							
Other Financing Uses	539,100	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	539,100	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
Other Financing Uses	539,100	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	539,100	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	37,757	42,197		44,481		42,197	
Revenue	531,350	2,284	0.43%	262,606	49.42%	264,890	49.85%
Expenditures	539,100	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	30,007	44,481		307,087		307,087	

Special Revenue Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2397 - CDBG Revolving Loan							
Revenues							
Intergovernmental Revenue	-	-	0.00%	-	0.00%	-	0.00%
Investment Earnings	20,000	1,922	9.61%	0	0.00%	1,922	9.61%
Total Revenue	20,000	1,922	9.61%	0	0.00%	1,922	9.61%
Expenditures							
Operations	14,000	1,851	13.22%	-	0.00%	1,851	13.22%
Total Expenditures	14,000	1,851	13.22%	-	0.00%	1,851	13.22%
Expenditures by Function							
Housing & Community Devel.	14,000	1,851	13.22%	-	0.00%	1,851	13.22%
Total Expenditures	14,000	1,851	13.22%	-	0.00%	1,851	13.22%
Fund Balance							
Beginning Fund Balance	622,282	735,955		736,026		735,955	
Revenue	20,000	1,922	9.61%	0	0.00%	1,922	9.61%
Expenditures	14,000	1,851	13.22%	-	0.00%	1,851	13.22%
Ending Fund Balance	628,282	736,026		736,026		736,026	

Special Revenue Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2399 - Impact Fees							
Revenues							
Charge for Services	442,068	42,724	9.66%	28,010	6.34%	70,734	16.00%
Investment Earnings	1,500	200	13.34%	74	4.95%	274	18.29%
Total Revenue	443,568	42,924	9.68%	28,084	6.33%	71,008	16.01%
Expenditures							
Capital	464,500	68,608	14.77%	39,812	8.57%	108,420	23.34%
Total Expenditures	464,500	68,608	14.77%	39,812	8.57%	108,420	23.34%
Expenditures by Function							
Public Safety	46,000	68,608	149.15%	39,812	86.55%	108,420	235.70%
Public Works	350,000	-	0.00%	-	0.00%	-	0.00%
Culture & Recreation	68,500	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	464,500	68,608	14.77%	39,812	8.57%	108,420	23.34%
Fund Balance							
Beginning Fund Balance	627,337	681,804		656,120		681,804	
Revenue	443,568	42,924	9.68%	28,084	6.33%	71,008	16.01%
Expenditures	464,500	68,608	14.77%	39,812	8.57%	108,420	23.34%
Ending Fund Balance	606,405	656,120		644,392		644,392	

Special Revenue Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2400 - Light Maintenance							
Revenues							
Miscellaneous Revenue	149,900	746	0.50%	73,711	49.17%	74,457	49.67%
Investment Earnings	250	13	5.04%	16	6.34%	28	11.38%
Total Revenue	150,150	759	0.51%	73,727	49.10%	74,486	49.61%
Expenditures							
Operations	86,000	19,782	23.00%	8,934	10.39%	28,716	33.39%
Capital	65,000	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	151,000	19,782	13.10%	8,934	5.92%	28,716	19.02%
Expenditures by Function							
Public Safety	151,000	19,782	13.10%	8,934	5.92%	28,716	19.02%
Total Expenditures	151,000	19,782	13.10%	8,934	5.92%	28,716	19.02%
Fund Balance							
Beginning Fund Balance	66,927	102,722		83,698		102,722	
Revenue	150,150	759	0.51%	73,727	49.10%	74,486	49.61%
Expenditures	151,000	19,782	13.10%	8,934	5.92%	28,716	19.02%
Ending Fund Balance	66,077	83,698		148,492		148,492	

Special Revenue Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2500 - Street Maintenance							
Revenues							
Licenses & Permits	6,000	6,393	106.54%	3,077	51.28%	9,470	157.83%
Charge for Services	75	311	414.31%	66	87.35%	376	501.65%
Miscellaneous Revenue	1,283,388	7,423	0.58%	628,864	49.00%	636,288	49.58%
Investment Earnings	200	30	15.10%	59	29.32%	89	44.41%
Other Financing Sources	340,702	-	0.00%	-	0.00%	-	0.00%
Total Revenue	1,630,365	14,157	0.87%	632,066	38.77%	646,222	39.64%
Expenditures							
Personnel & Benefits	530,572	124,122	23.39%	119,027	22.43%	243,149	45.83%
Operations	344,609	84,373	24.48%	54,229	15.74%	138,602	40.22%
Capital	627,000	8,428	1.34%	8,648	1.38%	17,076	2.72%
Debt Service	128,364	46,669	36.36%	-	0.00%	46,669	36.36%
Total Expenditures	1,630,545	263,591	16.17%	181,904	11.16%	445,495	27.32%
Expenditures by Function							
Public Works	1,361,220	182,059	13.37%	145,540	10.69%	327,599	24.07%
Debt Service	128,364	46,669	36.36%	-	0.00%	46,669	36.36%
Miscellaneous	1,500	-	0.00%	1,500	100.00%	1,500	100.00%
Other Financing Uses	139,461	34,864	25.00%	34,864	25.00%	69,728	50.00%
Total Expenditures	1,630,545	263,591	16.17%	181,904	11.16%	445,495	27.32%
Fund Balance							
Beginning Fund Balance	328,542	394,772		145,338		394,772	
Revenue	1,630,365	14,157	0.87%	632,066	38.77%	646,222	39.64%
Expenditures	1,630,545	263,591	16.17%	181,904	11.16%	445,495	27.32%
Ending Fund Balance	328,362	145,338		595,499		595,499	

Special Revenue Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2600 - Sidewalks							
Revenues							
Miscellaneous Revenue	67,195	7,545	11.23%	21,046	31.32%	28,591	42.55%
Investment Earnings	(300)	(12)	4.15%	(8)	2.75%	(21)	6.90%
Total Revenue	66,895	7,532	11.26%	21,038	31.45%	28,570	42.71%
Expenditures							
Capital	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
Public Works	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	(35,413)	(97,298)		(89,766)		(97,298)	
Revenue	66,895	7,532	11.26%	21,038	31.45%	28,570	42.71%
Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	31,482	(89,766)		(68,728)		(68,728)	

Special Revenue Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2650 - Business Improvement District							
Revenues							
Miscellaneous Revenue	42,650	517	1.21%	18,342	43.01%	18,858	44.22%
Investment Earnings	20	(1)	-6.75%	2	10.00%	1	3.25%
Total Revenue	42,670	515	1.21%	18,344	42.99%	18,859	44.20%
Expenditures							
Operations	60,000	17,633	29.39%	-	0.00%	17,633	29.39%
Total Expenditures	60,000	17,633	29.39%	-	0.00%	17,633	29.39%
Expenditures by Function							
Housing & Community Devel.	60,000	17,633	29.39%	-	0.00%	17,633	29.39%
Total Expenditures	60,000	17,633	29.39%	-	0.00%	17,633	29.39%
Fund Balance							
Beginning Fund Balance	18,541	18,886		1,769		18,886	
Revenue	42,670	515	1.21%	18,344	42.99%	18,859	44.20%
Expenditures	60,000	17,633	29.39%	-	0.00%	17,633	29.39%
Ending Fund Balance	1,211	1,769		20,112		20,112	

Special Revenue Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2700 - Park Improvement							
Revenues							
Miscellaneous Revenue	-	-	0.00%	-	0.00%	-	0.00%
Investment Earnings	-	10	0.00%	8	0.00%	18	0.00%
Total Revenue	-	10	0.00%	8	0.00%	18	0.00%
Expenditures							
Other Financing Uses	70,500	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	70,500	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
Culture & Recreation	70,500	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	70,500	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	70,532	70,754		70,764		70,754	
Revenue	-	10	0.00%	8	0.00%	18	0.00%
Expenditures	70,500	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	32	70,764		70,772		70,772	

Special Revenue Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2750 - Law Enforcement Joint Equipment							
Revenues							
Investment Earnings	30	1	3.10%	1	2.50%	2	5.60%
Total Revenue	30	1	3.10%	1	2.50%	2	5.60%
Expenditures							
Operations	6,593	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	6,593	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
Public Safety	6,593	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	6,593	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	6,564	6,553		6,554		6,553	
Revenue	30	1	3.10%	1	2.50%	2	5.60%
Expenditures	6,593	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	1	6,554		6,555		6,555	

Special Revenue Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2820 - Gas Tax							
Revenues							
Intergovernmental Revenue	316,175	37,541	11.87%	25,027	7.92%	62,568	19.79%
Charge for Services	150	100	66.67%	150	100.00%	250	166.67%
Investment Earnings	500	29	5.74%	18	3.58%	47	9.32%
Total Revenue	316,825	37,669	11.89%	25,195	7.95%	62,864	19.84%
Expenditures							
Operations	236,500	86,938	36.76%	13,037	5.51%	99,975	42.27%
Capital	80,000	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	316,500	86,938	27.47%	13,037	4.12%	99,975	31.59%
Expenditures by Function							
Public Works	316,500	86,938	27.47%	13,037	4.12%	99,975	31.59%
Total Expenditures	316,500	86,938	27.47%	13,037	4.12%	99,975	31.59%
Fund Balance							
Beginning Fund Balance	111,687	192,802		143,533		192,802	
Revenue	316,825	37,669	11.89%	25,195	7.95%	62,864	19.84%
Expenditures	316,500	86,938	27.47%	13,037	4.12%	99,975	31.59%
Ending Fund Balance	112,012	143,533		155,692		155,692	

Special Revenue Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2991 - American Rescue Plan							
Revenues							
Intergovernmental Revenue	-	2,997	0.00%	-	0.00%	2,997	0.00%
Investment Earnings	-	142	0.00%	115	0.00%	257	0.00%
Total Revenue	-	3,139	0.00%	115	0.00%	3,254	0.00%
Expenditures							
Other Financing Uses	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
Other Financing Uses	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	-	185		3,324		185	
Revenue	-	3,139	0.00%	115	0.00%	3,254	0.00%
Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	-	3,324		3,439		3,439	

Debt Service Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
3002 - 2016 Fire Truck General Obligation Bond							
Revenues							
Taxes & Assessments	\$ 60,550	\$ 201	0.33%	\$ 34,294	56.64%	\$ 34,495	56.97%
Investment Earnings	25	2	8.32%	4	15.40%	6	23.72%
Total Revenue	60,575	203	0.34%	34,298	56.62%	34,501	56.96%
Expenditures							
Debt Service	54,944	-	0.00%	9,797	17.83%	9,797	17.83%
Total Expenditures	54,944	-	0.00%	10,147	18.47%	10,147	18.47%
Expenditures by Function							
Debt Service	54,944	-	0.00%	10,147	18.47%	10,147	18.47%
Total Expenditures	54,944	-	0.00%	10,147	18.47%	10,147	18.47%
Fund Balance							
Beginning Fund Balance	14,740	14,220		14,423		14,220	
Revenue	60,575	203	0.34%	34,298	56.62%	34,501	56.96%
Expenditures	54,944	-	0.00%	10,147	18.47%	10,147	18.47%
Ending Fund Balance	20,371	14,423		38,574		38,574	

Debt Service Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
3003 - 2000 Fire Truck General Obligation Bond							
Revenues							
Taxes & Assessments	-	(30)	0.00%	159	0.00%	129	0.00%
Investment Earnings	-	1	0.00%	1	0.00%	1	0.00%
Total Revenue	-	(30)	0.00%	160	0.00%	130	0.00%
Expenditures							
Debt Service	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
Debt Service	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	5,107	5,151		5,121		5,151	
Revenue	-	(30)	0.00%	160	0.00%	130	0.00%
Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	5,107	5,121		5,281		5,281	

Debt Service Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
3200 - West End Tax Increment District							
Revenues							
Taxes & Assessments	130,000	-	0.00%	61,102	47.00%	61,102	47.00%
Intergovernmental Revenue	13,189	-	0.00%	6,595	50.00%	6,595	50.00%
Investment Earnings	1,000	63	6.34%	53	5.34%	117	11.68%
Total Revenue	144,189	63	0.04%	67,750	46.99%	67,813	47.03%
Expenditures							
Operations	365,000	-	0.00%	-	0.00%	-	0.00%
Debt Service	75,807	-	0.00%	38,213	50.41%	38,213	50.41%
Total Expenditures	440,807	-	0.00%	38,213	8.67%	38,213	8.67%
Expenditures by Function							
Public Works	365,000	-	0.00%	-	0.00%	-	0.00%
Debt Service	75,807	-	0.00%	38,213	50.41%	38,213	50.41%
Total Expenditures	440,807	-	0.00%	38,213	8.67%	38,213	8.67%
Fund Balance							
Beginning Fund Balance	449,404	445,662		445,725		445,662	
Revenue	144,189	63	0.04%	67,750	46.99%	67,813	47.03%
Expenditures	440,807	-	0.00%	38,213	8.67%	38,213	8.67%
Ending Fund Balance	152,786	445,725		475,262		475,262	

Debt Service Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
3400 - SID Revolving							
Revenues							
Investment Earnings	100	3	3.47%	3	2.79%	6	6.26%
Total Revenue	100	3	3.47%	3	2.79%	6	6.26%
Fund Balance							
Beginning Fund Balance	24,384	24,376		24,379		24,376	
Revenue	100	3	3.47%	3	2.79%	6	6.26%
Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	24,484	24,379		24,382		24,382	

Debt Service Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
3550 - SID 179 - West End							
Revenues							
Miscellaneous Revenue	34,406	-	0.00%	17,203	50.00%	17,203	50.00%
Investment Earnings	100	4	3.66%	3	2.76%	6	6.42%
Total Revenue	34,506	4	0.01%	17,206	49.86%	17,210	49.87%
Expenditures							
Debt Service	33,350	-	0.00%	16,306	48.89%	16,306	48.89%
Total Expenditures	33,350	-	0.00%	16,306	48.89%	16,306	48.89%
Expenditures by Function							
Debt Service	33,350	-	0.00%	16,306	48.89%	16,306	48.89%
Total Expenditures	33,350	-	0.00%	16,306	48.89%	16,306	48.89%
Fund Balance							
Beginning Fund Balance	25,748	25,746		25,750		25,746	
Revenue	34,506	4	0.01%	17,206	49.86%	17,210	49.87%
Expenditures	33,350	-	0.00%	16,306	48.89%	16,306	48.89%
Ending Fund Balance	26,904	25,750		26,649		26,649	
3955 - SID 180 - Carol Lane							
Revenues							
Miscellaneous Revenue	3,379	-	0.00%	1,408	41.67%	1,408	41.67%
Investment Earnings	-	(0)	0.00%	(0)	0.00%	(0)	0.00%
Total Revenue	3,379	(0)	-0.01%	1,408	41.67%	1,408	41.66%
Fund Balance							
Beginning Fund Balance	(1,696)	(1,673)		(1,673)		(1,673)	
Revenue	3,379	(0)	-0.01%	1,408	41.67%	1,408	41.66%
Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	1,683	(1,673)		(265)		(265)	

Capital Improvement Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
4010 - Capital Improvement							
Revenues							
Investment Earnings	\$ 50	\$ 17	33.44%	\$ 13	26.94%	\$ 30	60.38%
Total Revenue	50	17	33.44%	13	26.94%	30	60.38%
Expenditures							
Capital	110,000	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	110,000	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
General Government	110,000	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	110,000	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	118,531	118,512		118,526		118,512	
Revenue	50	14	27.66%	13	26.94%	30	60.38%
Expenditures	110,000	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	8,581	118,526		118,539		118,542	

Capital Improvement Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
4020 - Library Capital Improvement							
Revenues							
Investment Earnings	150	4	2.41%	3	1.94%	7	4.35%
Other Financing Sources		-	0.00%	-	0.00%	-	0.00%
Transfers		-	0.00%	-	0.00%	-	0.00%
Total Revenue	150	4	2.41%	3	1.94%	7	4.35%
Expenditures							
Capital	25,531	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	25,531	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
Culture & Recreation	25,531	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	25,531	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	25,381	25,355		25,402		25,355	
Revenue	150	47	31.01%	3	1.94%	7	4.35%
Expenditures	25,531	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	-	25,402		25,404		25,362	

Capital Improvement Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
4099 - Railroad Crossing Levy							
Revenues							
Taxes & Assessments	-	-	0.00%	-	0.00%	-	0.00%
Investment Earnings	-	0	0.00%	-	0.00%	0	0.00%
Other Financing Sources	-	-	0.00%	-	0.00%	-	0.00%
Total Revenue	-	0	0.00%	-	0.00%	0	0.00%
Expenditures							
Debt Service	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
Debt Service	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	11	2		3		2	
Revenue	-	0	0.00%	-	0.00%	0	0.00%
Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	11	3		3		3	

Enterprise Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
5210 - Water							
Revenues							
Charge for Services	\$ 1,898,227	\$ 705,053	37.14%	\$ 382,199	20.13%	\$ 1,087,252	57.28%
Miscellaneous Revenue	-	-	0.00%	-	0.00%	-	0.00%
Investment Earnings	4,000	388	9.69%	272	6.81%	660	16.50%
Total Revenue	1,902,227	705,440	37.08%	382,471	20.11%	1,087,912	57.19%
Expenditures							
Personnel & Benefits	565,400	138,401	24.48%	152,270	26.93%	290,671	51.41%
Operations	679,231	185,948	27.38%	138,725	20.42%	324,673	47.80%
Capital	1,222,000	35,399	2.90%	25,919	2.12%	61,319	5.02%
Debt Service	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	2,466,631	359,748	14.58%	316,915	12.85%	676,663	27.43%
Expenditures by Function							
Public Works	2,289,701	315,891	13.80%	273,058	11.93%	588,949	25.72%
Debt Service	-	-	0.00%	-	0.00%	-	0.00%
Miscellaneous	1,500	-	0.00%	-	0.00%	-	0.00%
Other Financing Uses	175,430	43,857	25.00%	43,857	25.00%	87,714	50.00%
Total Expenditures	2,466,631	359,748	14.58%	316,915	12.85%	676,663	27.43%
Working Capital							
Beginning Working Capital	1,745,861	2,112,192		2,457,885		2,112,192	
Revenue	1,902,227	705,440	37.08%	382,471	20.11%	1,087,912	57.19%
Expenditures	2,466,631	359,748	14.58%	316,915	12.85%	676,663	27.43%
Ending Working Capital	1,181,457	2,457,885		2,523,441		2,523,441	

Enterprise Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
5310 - Sewer							
Revenues							
Charge for Services	3,069,312	783,094	25.51%	668,525	21.78%	1,451,619	47.29%
Miscellaneous Revenue	-	-	0.00%	-	0.00%	-	0.00%
Investment Earnings	6,500	436	6.71%	280	4.31%	716	11.01%
Other Financing Sources	-	-	0.00%	-	0.00%	-	0.00%
Total Revenue	3,075,812	761,030	24.74%	668,805	21.74%	1,429,835	46.49%
Expenditures							
Personnel & Benefits	668,017	158,790	23.77%	176,972	26.49%	335,762	50.26%
Operations	839,771	240,413	28.63%	180,816	21.53%	421,229	50.16%
Capital	827,500	24,672	2.98%	51,220	6.19%	75,891	9.17%
Debt Service	780,652	40,650	5.21%	366,640	46.97%	407,290	52.17%
Total Expenditures	3,115,940	464,524	14.91%	775,648	24.89%	1,240,172	39.80%
Expenditures by Function							
Public Works	2,101,032	365,398	17.39%	350,532	16.68%	715,930	34.08%
Debt Service	781,002	40,650	5.20%	366,640	46.94%	407,290	52.15%
Miscellaneous	-	-	0.00%	-	0.00%	-	0.00%
Other Financing Uses	233,906	58,476	25.00%	58,476	25.00%	116,952	50.00%
Total Expenditures	3,115,940	464,524	14.91%	775,648	24.89%	1,240,172	39.80%
Working Capital							
Beginning Working Capital	1,495,232	1,365,136		1,661,642		1,365,136	
Revenue	3,075,812	761,030	24.74%	668,805	21.74%	1,429,835	46.49%
Expenditures	3,115,940	464,524	14.91%	775,648	24.89%	1,240,172	39.80%
Ending Working Capital	1,455,104	1,661,642		1,554,799		1,554,799	

Enterprise Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
5410 - Solid Waste							
Revenues							
Charge for Services	2,603,006	791,702	30.41%	642,433	24.68%	1,434,135	55.10%
Miscellaneous Revenue	1,200	-	0.00%	-	0.00%	-	0.00%
Investment Earnings	-	676	0.00%	69	0.00%	745	0.00%
Total Revenue	2,604,206	792,377	30.43%	642,502	24.67%	1,434,879	55.10%
Expenditures							
Personnel & Benefits	668,758	153,526	22.96%	169,855	25.40%	323,381	48.36%
Operations	1,637,738	369,662	22.57%	371,982	22.71%	741,644	45.28%
Capital	90,000	-	0.00%	8,648	9.61%	8,648	9.61%
Debt Service	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	2,396,496	523,188	21.83%	550,486	22.97%	1,073,673	44.80%
Expenditures by Function							
Public Works	2,186,863	470,780	21.53%	498,078	22.78%	968,858	44.30%
Debt Service	-	-	0.00%	-	0.00%	-	0.00%
Other Financing Uses	209,633	52,408	25.00%	52,408	25.00%	104,816	50.00%
Total Expenditures	2,396,496	523,188	21.83%	550,486	22.97%	1,073,673	44.80%
Working Capital							
Beginning Working Capital	234,092	476,675		745,864		476,675	
Revenue	2,604,206	792,377	30.43%	642,502	24.67%	1,434,879	55.10%
Expenditures	2,396,496	523,188	21.83%	550,486	22.97%	1,073,673	44.80%
Ending Working Capital	441,802	745,864		837,881		837,881	

Enterprise Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
5510 - Ambulance Services							
Revenues							
Taxes & Assessments	30,543	123	0.40%	17,140	56.12%	17,264	56.52%
Intergovernmental Revenue	277,318	2,601	0.94%	2,601	0.94%	5,203	1.88%
Charge for Services	2,076,400	343,721	16.55%	379,794	18.29%	723,516	34.84%
Miscellaneous Revenue	-	-	0.00%	3,590	0.00%	3,590	0.00%
Investment Earnings	1,200	157	13.04%	63	5.23%	219	18.28%
Other Financing Sources	-	-	0.00%	-	0.00%	-	0.00%
Total Revenue	2,385,461	346,602	14.53%	403,188	16.90%	749,791	31.43%
Expenditures							
Personnel & Benefits	1,538,761	294,207	19.12%	283,174	18.40%	577,380	37.52%
Operations	394,437	139,689	35.41%	86,288	21.88%	225,977	57.29%
Capital	54,400	10,594	19.48%	5,188	9.54%	15,783	29.01%
Total Expenditures	1,987,598	444,490	22.36%	374,650	18.85%	819,140	41.21%
Expenditures by Function							
Public Safety	1,847,254	409,405	22.16%	339,565	18.38%	748,970	40.55%
Miscellaneous	-	-	0.00%	-	0.00%	-	0.00%
Other Financing Uses	140,344	35,085	25.00%	35,085	25.00%	70,170	50.00%
Total Expenditures	1,987,598	444,490	22.36%	374,650	18.85%	819,140	41.21%
Working Capital							
Beginning Working Capital	1,004,254	903,120		805,233		903,120	
Revenue	2,385,461	346,602	14.53%	403,188	16.90%	749,791	31.43%
Expenditures	1,987,598	444,490	22.36%	374,650	18.85%	819,140	41.21%
Ending Working Capital	1,402,117	805,233		833,770		833,771	

Permanent Funds Summary

FUND	FY 2022 Budget	Quarter Ended September 2021		Quarter Ended December 2021		Year Ended June 2022	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
8010 - Perptual Cemetery							
Revenues							
Charge for Services	\$ 2,500	\$ 925	37.00%	\$ 75	3.00%	\$ 1,000	40.00%
Investment Earnings	1,500	36	2.37%	29	1.92%	64	4.29%
Total Revenue	4,000	961	24.02%	104	2.59%	1,064	26.61%
Expenditures							
Other Financing Uses	1,500	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	1,500	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
Other Financing Uses	1,500	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	1,500	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	247,378	249,734		250,694		249,734	
Revenue	4,000	961	24.02%	104	2.59%	1,064	26.61%
Expenditures	1,500	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	249,878	250,694		250,798		250,798	

File Attachments for Item:

B. PARKS AND TRAILS COMMITTEE PRESENTS THE 2021 ANNUAL REPORT TO THE CITY COMMISSION.

Livingston Parks & Trails Committee 2021 Report to City Commission

December 31, 2021

Below are summaries of significant activities in which the PTC engaged in 2021. Members are Jeanne-Marie Souvigney, Chair; Rachael Jones, Vice-Chair, Connor Cavigli, Secretary; Carol Goosey, Alison Shannon-Lier, Sarah Stands and Clay Bolt, along with Commissioner Dorel Hoglund.

Projects funded by the Commission

- **Trails and Active Transportation Plan**: Last year, the PTC identified the Trails and Active Transportation Plan as the most significant project moving forward. Throughout 2021, the PTC Chair, on behalf of the PTC, served on the T&AT steering committee, provided significant comment and reviewed draft chapters of the report. The PTC expects to review the full draft in late January.
- **Reservoir Park**: Pursuant to an allocation to develop Reservoir Park approved by the Commission, during the summer and fall of 2021 PTC members solicited public comment on the development of the park area, using the 2012 Parks & Trails Master Plan recommendation as an initial starting point. The PTC subsequently unanimously recommended to the Commission in November that the City develop Reservoir Park with consideration for the expressed public priorities (natural kids play space, natural open space, a fenced dog park, a kids bike skills course), over a multi-year period, with appropriate attention paid to areas of concern raised by the public. The PTC looks forward to working with the City on this project, including exploring ideas for funding ongoing maintenance and improvements.
- **Parks and Trails System Branding and Signing**: The PTC worked with a local contractor, approved by the Commission, on development of a parks and trails system-wide logo that would easily identify Livingston's outdoor recreational assets. A PTC recommendation is expected to go to the Commission in early 2022.
- **Pedestrian bridge across the Yellowstone River**: The PTC recommended, and the Commission approved, joining Park County and LHC in funding a Preliminary Engineering Report for a pedestrian bridge across the Yellowstone River at Mayors Landing. The PER includes background research, environmental level compliance activities, a topographical survey, preliminary hydraulic analysis, design and cost alternatives.

Other significant activities

- **No Mow May**: The PTC, with support and funding from the City, launched a No Mow May (NMM) initiative to support Livingston's pollinator species—particularly spring bees and butterflies—in the form of dandelions and other naturally occurring wildflowers on public and private grounds. NMM test plots were located in several local parks. Flyers were passed out to local businesses and some yard signs were available to residents interested in participating by not mowing their yards for the month of May. Livingston is the first city in Montana to designate a NMM initiative, helping to position Livingston as a leader in native bee conservation in the state of Montana. The PTC hopes to continue this program in subsequent years. A separate report is available.
- **Adopt A Trail/Park**: This fall, we revised the Adopt A Trail/Park program to provide team accountability (regular reporting) and opportunity for recognition (signage). We currently have seven AAT teams. We hope to develop Adopt A Trail/Park recognition signs in 2022 for teams that are meeting the program requirements. A more detailed AAT report will be forthcoming.

We had significant community involvement in 2021:

- The PTC forwarded recommendations on certain issues following requests from the City and/or Commission:
 - The PTC received a presentation about replacing the **flagpole** in the triangle area at Sacajawea Park from the City Manager and was subsequently asked for a recommendation by the Commission. After a public meeting in April and consideration of public comment, the PTC unanimously recommended an illuminated flag and flagpole of the same size be placed at the same location if a flag was to be installed there, improvements to the triangle area and noted a discussion with the American Legion of the nearby military services memorial.
 - The City asked the PTC for a recommendation on the proposed abandonment of a section of **Summit Street** ROW. After a public meeting in August, at which there was unanimous public opposition to the abandonment, the PTC recommended the Commission deny the abandonment.
 - We provided a requested letter of support for the City's **TA grant application** for pedestrian improvements to downtown Livingston.
 - In June, the PTC made its unanimous recommendation that the Commission approve the **Growth Policy**, following our submission of five sets of comments during the drafting phase in 2020.
- Several entities were advised by Public Works to speak with the PTC and in each case, we received a presentation at public meeting and provided PW with our recommendations:
 - In April, we heard from the manager of the **American Legion** team about challenges at **Jack Weimer Park**. We provided our recommendation regarding restricting dog access to the park, signing, security and fundraising.
 - In May, supporters of a proposed **Ranger Station Skate Shop** near the skate park made a presentation. We provided a letter of support for the concept to the City, noting opportunities for mentorship, benefits to skate park users, questions about whether added security was necessary and questions from supporters about insurance requirements.
 - In June, residents of **Green Acres** presented at our meeting, which we summarized for PW, noting areas where residents requested clarification (dogs, curfew, speed limit) and identified potential park priorities (bathroom, playground equipment and trees).
- After **HRDC** indicated support for a PTC-proposed **trail easement** on their property on the north side, City staff invited PTC to suggest a location for a trail. PTC provided that information to City staff and a couple PTC members were recently asked to join City staff and HRDC to discuss the trail.
- We conducted a noticed public meeting, held onsite and at our regular meeting, to solicit public comment on the future of the wooded land behind the roping arena at **Mayors Landing**. The PTC forwarded its recommendation, which focused on cleaning up the water contamination, fencing and maintenance of the natural area, to City staff.
- The PTC supported **Wishberry Hollow** fairy village at Myers River View Trail in August and members helped with planning and management of the event.
- PTC supported LHC's successful revised grant request to pave **Alpenglow Trail** to meet ADA requirements and create two ADA-accessible parking spots at the Myers River View Trail parking lot. That project is expected to proceed in 2022.
- We participated in discussions about the future of the **woodlot** by PHS and the skatepark.
- We communicate with members of the **Tree Board** on work along trails and in parks and will continue that work in 2022.
- We received a presentation from the **Park County Fairgrounds and Parks Board**, continuing the discussion of areas where cooperation among our two boards could occur.
- We distributed our **parks and trails map**, which again was printed in the summer visitor guide.
- We continually engage in **social media** which generates substantial support.

File Attachments for Item:

A. RESOLUTION NO. 5017: RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT EXTENDABLE BOND (INTERCAP LOAN PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT, AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO.



Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Resolution 5017, 1 Feb 2022

Requested by: Michael J. Kardoes, City Manager

Date of First Consideration/Status: First Consideration 1 Feb 2022

Purpose of Legislation: This agreement authorizes the City to borrow \$300,000 through the InterCap Loan Program.

Statutory Authority/Reference: Authorize City Manager to Sign a Contract

Background: This loan is to purchase a loader and a grader for the Public Works Department, specifically, the Street Department. The grader will be purchased at a cost of \$236,423 and the loader for \$158,307.35. The loan will offset \$300,000 of the \$394,730.35 total cost. The remaining funds will come from the Street Maintenance fund.

These items are included in the current budget with the revenue being included as line 2500-381070 (page A-41) and the expense as line 2500-451-430240-940 (page A-42).

Staff Recommendation: Sign the contract for the loan and purchase the equipment in line with the budget.

Fiscal Impact: N/A

Regulatory Impact (local): N/A

Attachments:
Loan Agreements

(GENERAL FUND LOAN)

RESOLUTION AUTHORIZING PARTICIPATION IN THE INTERCAP PROGRAM

CERTIFICATE OF MINUTES RELATING TO RESOLUTION NO. 5017

Issuer: City of Livingston

Kind, date, time and place of meeting: A _____ meeting held on _____ at ____ o'clock ____ m. in _____, Montana.

Members present: _____

Members absent: _____

RESOLUTION NO. 5017

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT EXTENDABLE BOND (INTERCAP LOAN PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO.

I, the undersigned, being the fully qualified and acting recording officer of the public body issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of the public body in my legal custody, from which they have been transcribed; that the documents are a correct and complete transcript of the minutes of a meeting of the governing body at the meeting, insofar as they relate to the obligations; and that the meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this ____ day of _____, 2022.

By _____
Faith Kinnick, Recording Clerk

RESOLUTION NO. 5017

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT EXTENDABLE BOND (INTERCAP LOAN PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO.

BE IT RESOLVED BY THE, CITY COMMISSION (the governing body) OF THE CITY OF LIVINGSTON (the Borrower) AS FOLLOWS:

ARTICLE I**DETERMINATIONS AND DEFINITIONS**

Section 1.01. Definitions. The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise. Capitalized terms used in this Resolution and not defined herein shall have the meanings set forth in the Loan Agreement.

Adjusted Interest Rate means the rate of interest on the INTERCAP Bond determined in accordance with the Board Resolution.

Authorized Representative shall mean the officers of the Borrower designated and duly empowered by the Governing Body and set forth in the application.

Board means the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

Board Act means Section 2-15-1808, Title 17, Chapter 5, Part 16, MCA, as amended.

"Board Resolution" means Board Resolution No. 249, adopted November 30, 2021, authorizing the issuance and sale of the INTERCAP Bonds for the purpose of making loans to Eligible Government Units.

Borrower means the local government entity above named, eligible to participate in the INTERCAP Loan Program.

"Borrower Act" means §§ 7-7-4101, and 7-7-4201, 7-5-4306, MCA authorizing an Eligible Government Unit to borrow money on terms consistent with the Program.

"Electronic Funds Transfer (EFT) Authorization" shall mean the authorization given by the Borrower to the Board to initiate electronic debit and/or credit entries to the Borrower's specified account to fund the Loan and make automatic Loan repayments when due. The Board may also initiate the electronic debit for periodic principal paydown or payoff prior to loan maturity upon the Borrower's request.

INTERCAP Bond means the Bond issued by the Board pursuant to the Board Resolution to finance the Program.

Loan means the loan of money by the Board to the Borrower under the terms of the Loan Agreement pursuant to the Act and the Borrower Act and evidenced by the Note.

Loan Agreement means the Loan Agreement between the Borrower and the Board, including any amendment thereof or supplement thereto entered into in accordance with the provisions thereof and hereof.

Loan Agreement Resolution means this Resolution or such other form of resolution that the Board may approve and all amendments and supplements thereto.

Loan Date means the date of closing a Loan.

Loan Rate means the rate of interest on the Loan which is initially 1.65% per annum through February 15, 2022 and thereafter a rate equal to the Adjusted Interest Rate on the Bond and up to 1.50% per annum as necessary to pay Program Expenses.

Note means the promissory note to be executed by the Borrower pursuant to the Loan Agreement, in accordance with the provisions hereof and thereof, in substantially the form set forth in the Promissory Note, or in such form that may be approved by the Board.

Program means the Board's INTERCAP Loan Program pursuant to which the Board issued the INTERCAP Bond to use the proceeds to make loans to participating Eligible Government Units.

Project means those items of equipment, personal or real property improvements to be acquired, installed, financed or refinanced under the Program as set forth in the Description of the Project/Summary of Draws.

Section 1.02. Authority. The Borrower is authorized to undertake the Project and is further authorized by the Borrower Act to enter into the Loan Agreement for the purpose of obtaining a loan to finance or refinance the acquisition and installation costs of the Project.

Section 1.03. Execution of Agreement and Delivery of Note. Pursuant to the Board Act, the Board has issued and sold the INTERCAP Bond and deposited a part of proceeds thereof in the Loan Fund. The Board has, pursuant to the Term Sheet, agreed to make a Loan to the Borrower in the principal amount of \$300,000.00 and upon the further terms and conditions set forth herein, and as set forth in the Term Sheet and the Loan Agreement.

ARTICLE II

THE LOAN AGREEMENT

Section 2.01. Terms. (a) The Loan Agreement shall be dated as of the Loan Date, in the principal amount of \$300,000.00 and shall constitute a valid and legally binding obligation of the Borrower. The obligation to repay the Loan shall be evidenced by a Promissory Note. The Loan shall bear interest at the initial rate of 1.65% per annum through February 15, 2022, and thereafter at the Adjusted Interest Rate, plus up to 1.50% per annum as necessary to pay the cost of administering the Program (the Program Expenses). All payments will be automatic pursuant to the EFT Authorization attached hereto when due.

(b) The Loan Repayment Dates shall be February 15 and August 15 of each year.

(c) The principal amount of the Loan may be prepaid in whole or in part if the Borrower requests that the Board approve prepayment of the loan. Upon approval, the Board will initiate an electronic debit using the attached EFT Authorization for prepayment provided that the Borrower has given written notice of its intention to prepay the Loan in whole or in part to the Board no later than 30 days prior to the designated prepayment date or less if the Board agrees to shorter notice.

(d) The Prepayment Amount shall be equal to the principal amount of the Loan outstanding, plus accrued interest thereon to the date of prepayment.

(e) Within the next month following an Adjustment Date, the Board shall calculate the respective amounts of principal and interest payable by each Borrower on and with respect to its Loan Agreement and Note for the subsequent August 15 and February 15 payments and prepare and mail a statement therefor to the Borrower.

Section 2.02. Use and Disbursement of the Proceeds. The proceeds of the Loan will be expended solely for the purposes set forth in the Description of the Project/Summary of Draws. The proceeds from the sale of the Note to the Board shall remain in the Borrower's Account pending disbursement at the request of the Borrower to pay the budgeted expenditures in anticipation of which the Note was issued. Requests for disbursement of the Loan shall be made to the Board. Prior to the closing of the Loan and the first disbursement, the Borrower shall have delivered to the Board a certified copy of this Resolution, the executed Loan Agreement and Note in a form satisfactory to the Borrower's Counsel and the Board's Bond Counsel and such other certificates, documents and opinions as set forth in the Loan Agreement or as the Board may require. The Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced).

Section 2.03. Payment and Security for the Note. In consideration of the making of the Loan to the Borrower by the Board, the provisions of this Resolution shall be a part of the Agreement of the Borrower with the Board. The provisions, covenants, and Agreements herein set forth to be performed by or on behalf of the Borrower shall be for the benefit of the Board. The Loan Agreement and Note shall constitute a valid and legally binding obligation of the Borrower and the principal of and interest on the Loan shall be payable from the general fund of the Borrower, and any other money and funds of the Borrower otherwise legally available therefor. The Borrower shall enforce its rights to receive and collect all such taxes and revenues to insure the prompt payment of the Borrower obligations hereunder.

Section 2.04. Representation Regarding the Property Tax Limitations. The Borrower recognizes and acknowledges that the amount of taxes it may levy is limited by state law pursuant to § 15-10-402, MCA, et. seq. The Borrower is familiar with the Montana's property tax limitations and acknowledges that the obligation to repay the Loan under the Agreement and Note are not exceptions to these provisions. The Borrower represents and covenants that the payment of principal of and interest on the Loan can and will be made from revenues available to the Borrower in the years as they become due, notwithstanding the provisions of property tax limitations.

Section 2.05. Levy and Appropriate Funds to Repay Loan. The Borrower agrees that in order to meet its obligation to repay the Loan and all other payments hereunder that it will budget, levy taxes for and appropriate in each fiscal year during the term of the Loan an amount sufficient to pay the principal of and interest hereon within the limitations of the Property Tax Limitation Act, as may be amended, and will reduce other expenditures if necessary to make the payments hereunder when due.

ARTICLE III

CERTIFICATIONS, EXECUTION, AND DELIVERY

Section 3.01. Authentication of Transcript. The Authorized Representatives are authorized and directed to prepare and furnish to the Board and to attorneys approving the validity of the Loan, certified copies of this Resolution and all other resolutions and actions of the Borrower and of said officers relating to the Loan Agreement and the Note and certificates as to all other proceedings and records of the Borrower which are reasonably required to evidence the validity and marketability of the Note. All such certified copies and certificates shall be deemed the representations and recitals of the Borrower as to the correctness of the statements contained therein.

Section 3.02. Legal Opinion. The attorney to the Borrower is hereby authorized and directed to deliver to the Board at the time of Closing of the Loan his or her opinion regarding the Loan, the Loan Agreement, the Note, and this Resolution in substantially the form of the opinion set forth in the Attorney's Opinion.

Section 3.03. Execution. The Loan Agreement, the Note, and any other document required to close the Loan shall be executed in the name of the Borrower and shall be executed on behalf of the Borrower by the signatures of the Authorized Representatives of the Borrower.

PASSED AND APPROVED by the _____ this ____ day of _____, 2022.

By _____
Its City Manager

Attest:

By _____
Its Finance Director

MONTANA

BOARD OF INVESTMENTS

I N T E R C A P

January 7, 2022

Paige Fetterhoff, Finance Director
City of Livingston
220 E Park Street
Livingston, MT 59047

Dear Ms. Fetterhoff:

It is our pleasure to announce the INTERCAP Loan Program is nearing its 35th year of service and there are exciting new programmatic adjustments underway to reduce costs and lower rates going forward. One of the changes going into effect January 25, 2022, is the Montana Board of Investments ("the Board") will be managing the loan servicing directly, including funding loans and automatic payments.

Enclosed are the loan closing documents for the City of Livingston to enter a \$300,000.00 loan on February 11, 2022. We will process the full amount through the Automated Clearing House (ACH) to First Interstate Bank on that date.

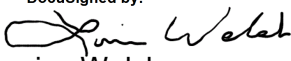
Please have the enclosed documents signed and return to the Board of Investments' office by Tuesday, February 8, 2022. Please be sure to make a copy of the documents for your files.

The enclosed checklist should satisfactorily explain how you should complete the documents and what other specific steps the city must take before closing.

Please don't hesitate to call if you have any questions.

Sincerely,

DocuSigned by:



Louise Welsh

Sr. Bond Program Officer

LW/ps

Enclosure

2401 COLONIAL DRIVE, 3rd FLOOR, HELENA, MT 59601
P.O. BOX 200126, HELENA, MT 59620-0126
406-444-0001 | INVESTMENTMT.COM

STATE OF MONTANA BOARD OF INVESTMENTS

Loan Closing Instructions

Attached the INTERCAP loan closing documents which must be properly executed (signed) by the Authorized Representatives of the Borrower and returned to the Board of Investments (the "Board"); please sure to make a copy of the documents for your files.

Board of Investments
Bond Program Office
P.O. Box 200126
Helena, Montana 59620-0126
(406-444-0001)

(Overnight mail)

Board of Investments
Bond Program Office
2401 Colonial Drive, 3rd Floor
Helena, MT 59601

LOAN CLOSING DOCUMENTS:

1. Resolution Authorizing Participation in the INTERCAP Program - The Borrower's governing board will have to authorize the INTERCAP loan. A Resolution is enclosed for your use. An Authorized Representative must sign and certify the Resolution.
2. Loan Agreement - Check all numbers on the face of the Loan Agreement to be sure that your governing board is in agreement. Have an Authorized Representative enter into this loan agreement and sign it where indicated.
3. Description of the Project/Summary of Disbursements - Examine the information and numbers on this document. This is an informational record that will keep a running total of how much has been expended on the Project.
4. Borrower's Draw Certificate - This document shows the specific funding amounts for the cash advancement and funding instructions. The certificate has been completed by the BOI; however, it should be carefully reviewed for accuracy and signed by an Authorized Representative.
5. Promissory Note - Be sure that this document is signed by an Authorized Representative. Examine the schedule which shows the principal payments for the life of the loan and interest payments to the next interest adjustment date.
6. Opinion of Counsel - Your governing body's general counsel must review the entire transaction and provide the Board with an opinion that calls for several representations and substantially in this format **on the general counsel's letterhead and dated as of the day of the closing**.
7. Automated Clearing House (ACH) Authorization Form – This document provides the Board authorization to initiate electronic debit and/or credit entries to the designated account on the form to fund the Loan and make automatic loan repayment when due required to participate in the INTERCAP Loan Program. The Board will also initiate the electronic debit for the periodic principal paydown or payoff prior to loan maturity, upon request. Please be sure the document is complete and signed by an Authorized Representative.
8. Certificate of Appropriations (if applicable) - This certificate must be executed and returned to the Board's address above. A new Certificate of Appropriations must be executed and returned to our office by August 15 of each year the loan is outstanding. The Board will remind you in July of its submission requirement.

LOAN AGREEMENT

between

**BOARD OF INVESTMENTS
OF THE STATE OF MONTANA**

as Lender

and

CITY OF LIVINGSTON

as Borrower

DATE OF AGREEMENT: February 11, 2022

LOAN AMOUNT: THREE HUNDRED THOUSAND AND NO/100 DOLLARS
(\$300,000.00)

ADDRESS OF BORROWER: City of Livingston
220 E Park Street
Livingston, MT 59047

CONTACT PERSON OF BORROWER:

NAME	Paige Fetterhoff
TITLE	Finance Director
TELEPHONE	(406) 823-6003
E-MAIL	pfetterhoff@livingstonmontana.org

ALTERNATE CONTACT PERSON

NAME	Michael Kardoos
TITLE	City Manager
TELEPHONE	(406) 823-6000
E-MAIL	mkardoos@livingstonmontana.org

STATUTORY AUTHORITY FOR BORROWING: §§ 7-7-4101, 7-7-4201, and 7-5-4306, MCA

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This Loan Agreement (the "Agreement") dated as of February 11, 2022, and entered into between the Board of Investments of the State of Montana (the "Board"), a public body corporate and instrumentality of the state of Montana, and the City of Livingston ("the Borrower"), a political subdivision of the state of Montana;

WITNESSETH:

WHEREAS, pursuant to § 2-15-1808, Montana Code Annotated (MCA) and Title 17, Chapter 5, Part 16, MCA (the "Act"), the Board has established its INTERCAP Loan Program pursuant to which the Board will issue, from time to time, its Annual Adjustable Rate Municipal Finance Consolidation Act Extendable Bond (INTERCAP Loan Program) (the "INTERCAP Bond"), for the purpose of making loans to Eligible Government Units to finance or refinance the acquisition and installation of equipment, personal and real property improvements, and to provide temporary financing of projects, or for other authorized corporate purposes of an Eligible Government Unit (the "Projects"); and

WHEREAS, the Board has agreed to loan part of the proceeds of an issue of such Bonds to the Borrower in the amount of \$300,000.00, and the Borrower has agreed to borrow such amount from the Board, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, the Borrower is authorized under the laws of the State of Montana, and has taken all necessary action, to enter into this Agreement for the Project as identified in the Description of the Project/Summary of Disbursements attached hereto.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. DEFINITIONS AND RULES OF INTERPRETATION.

Section 1.01. Definitions

The following terms will have the meanings indicated below for all purposes of this Agreement unless the context clearly requires otherwise. Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth in the Board Resolution.

"Act" means Section 2-15-1808, MCA and Title 17, Chapter 5, Part 16, MCA as now in effect and as it may from time to time be amended or supplemented.

"Adjusted Interest Rate" means the interest rate on the Loan determined and established pursuant to the Promissory Note and the Loan Agreement or Borrower Resolution.

"Adjustment Date" means the Initial Adjustment Date or a Subsequent Adjustment Date.

"Adjustment Period" means the period beginning on an Adjustment Date and ending on the day before the next succeeding Adjustment Date.

"Amortization Schedule" means the schedule prepared for a loan advance to the Borrower showing the principal amount advanced, the amortization of the principal, and the interest and principal payments due to the Subsequent Interest Adjustment Date.

"Authorized Representative" shall mean the officers of the Borrower designated by the Governing Body and set forth in the Application and signed on behalf of the Borrower by a duly authorized official.

"Board" means the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

"Board Resolution" means Board Resolution No. 249, adopted November 30, 2021, authorizing the issuance and sale of the INTERCAP Bond for the purpose of making loans to Eligible Government Units.

"Borrower" means the City of Livingston, the Eligible Government Unit, which is borrowing and using the proceeds of the Loan to finance, refinance, or be reimbursed for, all or a portion of the Cost of the Total Project.

"Borrower Act" means §§ 7-7-4101, and 7-7-4201, 7-5-4306, MCA authorizing an Eligible Government Unit to borrow money on terms consistent with the Program.

"Borrower Resolution" means a resolution, duly and validly adopted by a Borrower authorizing the execution and delivery to the Board of an Agreement and Note, in substantially the form provided, or such other form of Resolution that the Board may approve, and all amendments and supplements thereto.

"Commencement Date" means February 11, 2022, the date when the term of this Agreement begins and when the obligation of the Borrower to make Loan Repayments begins to accrue.

"Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"Electronic Funds Transfer (EFT) Authorization" shall mean the authorization given by the Borrower to the Board to initiate electronic debit and/or credit entries to the Borrower's specified account to fund the Loan and make automatic Loan repayments when due. The Board may also initiate the electronic debit for periodic principal paydown or payoff prior to loan maturity upon the Borrower's request.

"Eligible Government Unit" shall mean any municipal corporation or political subdivision of the state, including without limitation any city, town, county, school district, or other special taxing district or assessment or service district authorized by law to borrow money; any board, agency, or department of the state; or the board of regents of the Montana university system when authorized by law to borrow money.

"Event of Default" means any occurrence or event described in Article X hereof.

"Fiscal Year" means the fiscal year of the Borrower beginning July 1 and ending June 30.

"Governing Body" means (i) with respect to a county, the Board of County Commissioners; (ii) with respect to a city, the City Council or Commission; and (iii) with respect to a school district, county water or sewer district, hospital district, rural fire district, or any other special purpose district, the Board of Trustees.

"Initial Adjustment Date" means the first February 16 following the date of the Agreement.

"Initial Interest Rate" means the Loan Rate from the date of the Agreement to the Initial Adjustment Date.

"INTERCAP Bond" means the Board of Investments of the State of Montana's Annual Adjustable Rate Municipal Finance Consolidation Act Extendable Bond (INTERCAP Loan Program), Taxable Series 2022, authorized to be issued for the Program.

"Loan" means the loan of money by the Board to the Borrower under the terms of this Agreement pursuant to the Act and the Borrower Act, evidenced by the Note.

"Loan Agreement" or "Agreement" means this Agreement, including, the attachments hereto, as originally executed or as they may from time to time be supplemented, modified or, amended in accordance with the terms hereof.

"Loan Date" means the date of closing a Loan.

"Loan Rate" means the rate of interest on the Loan as provided for in Section 5.01 of this Agreement.

"Loan Repayment Date" means February 15th and August 15th or, if any such day is not a Business Day, the next Business Day thereafter, during the term of the Loan.

"Loan Repayments" means the payments payable by the Borrower pursuant to Article V of this Agreement.

"Loan Term" means the term provided for in Article VI of this Agreement.

"Maximum Rate" means the maximum rate of interest on the INTERCAP Bond which shall not exceed seven and sixty-five hundredths percent (7.65%) per annum plus up to an additional one and fifty hundredths percent (1.50%), as such Maximum Rate may be adjusted as provided in the Board Resolution.

"Note" means the promissory note executed and delivered by the Borrower attached hereto and made a part hereof.

"Program" means the Board's INTERCAP Program established under the Act and pursuant to which the Board finances Projects for Eligible Government Units.

"Program Expenses" means the expenses of the Program, including (without limitation) other fees and expenses of the Program or of the Board relating thereto as shall be approved by the Board.

"Project" means those items of equipment, personal or real property improvements to be acquired, installed, financed, or refinanced under the Program and set forth in the Description of the Project/Summary of Disbursements attached hereto.

"Project Costs" shall mean the portion of the costs of the Total Project to be financed by the INTERCAP Loan. The Project Costs may not exceed the Loan Amount as set forth on the cover hereof.

"State" means the state of Montana.

"Subsequent Interest Adjustment Date or Subsequent Adjustment Date" means February 16 in the years the Loan remains outstanding.

"Term Sheet" means the document containing the terms and conditions issued by the Board to the Borrower that must be satisfied prior to entering into a Loan Agreement.

"Term Sheet Issuance Date" means the date the Board executes its Term Sheet under the Board's Program.

"Total Project" means the project as described in Section 14 of the Term Sheet and/or Section 2 of the application, of which some or all is to be financed by the INTERCAP Loan.

"Total Project Costs" means the entire cost of acquiring, completing or constructing the project as further described in Section 14 of the Terms & Conditions Sheet and/or Section 2 of the application.

Section 1.02. Rules of Interpretation.

For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Agreement" means this instrument as originally executed and as it may from time to time be modified or amended.

(b) All references in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein", "hereof", "hereunder", and "herewith" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(e) The terms defined elsewhere in this Agreement shall have the meanings therein prescribed for them.

(f) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter gender.

(g) The headings or captions used in this Agreement are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent hereof.

(h) This Agreement shall be construed in accordance with the laws of the State.

Section 1.03. Attachments

The following are attachments and a part of this Agreement:

- Description of the Project/Summary of Disbursements.
- Borrower's Draw Certificate.
- Promissory Note.
- Opinion of Borrower's Counsel.
- Electronic Funds Transfer (EFT) Authorization
- Certificate of Appropriation (if applicable).

ARTICLE II. REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

Section 2.01. Representations and Warranties.

Borrower represents and warrants for the benefit of the Board and the Bondholder as follows:

(a) Organization and Authority. The Borrower:

(1) is a political subdivision of the State of Montana; and

(2) has complied with all public bidding and other State and Federal laws applicable to this Agreement and the acquisition or installation of the Project.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the Board or its agents in writing that materially adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of public information affecting the ability of the Borrower to levy property taxes, collect fees and charges for services provided by the Borrower or otherwise receive revenues, that will materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or the ability of the Borrower to make all repayments and otherwise perform its obligations under this Agreement, and the Note.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Borrower threatened against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to make all Loan Repayments and otherwise perform its obligations under this Agreement, and the Note, and that have not been disclosed in writing to the Board.

(d) Borrowing Legal and Authorized. The transaction provided for in this Agreement and the Note:

(1) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower, including the adoption of a resolution substantially in the form provided hereto with such modification as may be provided by the Board; and

(2) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any indenture, loan agreement or other instrument (other than this Agreement and the Note) to which the Borrower is a party or by which the Borrower may be bound, nor will such action result in any violation of the provisions of any state laws, or ordinances or resolutions of the Borrower; and

(3) the amount of the Loan represented hereby has been added to the amount of all other outstanding debt of the Borrower and together therewith does not result in the Borrower exceeding its statutory debt limitation.

(e) No Violation. No event has occurred and no condition exists that, upon execution of this Agreement and the Note or receipt of the Loan, would constitute a Default or an Event of Default. The Borrower is not in violation in any material respect, and has not received notice of any claimed violation, of any term of any agreement, statute, ordinance, resolution, bylaw or other instrument to which it is a party or by which it or its property may be bound.

(f) Use of Proceeds. The Borrower will apply the proceeds of the Loan solely to finance the Project Costs described in the Description of the Project/Summary of Disbursements attached hereto. In addition, the Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced). Investment of proceeds by the Borrowers within the five business day period of disbursement to a third party (except for proceeds to reimburse the Borrower for previously paid expenditures) should be in Non-AMT Obligations as that term is defined in the Board's tax certificates.

(g) Completion of the Total Project; Payment of Total Project Costs. The Borrower shall proceed diligently to complete the Total Project and to obtain the necessary funds to pay the Total Project Costs thereof. The Borrower shall pay any amount required for the acquisition, construction and equipping of the Total Project in excess of the Loan Amount as set forth on the cover hereof.

Section 2.02. Particular Covenants of Borrower.

(a) Compliance with Statutory Requirements, Competitive Bidding, Montana Labor Laws, Environmental Review, and Other Legal Requirements. The Borrower has complied with all statutory requirements, including competitive bidding and labor requirements and environmental review, applicable to the acquisition and construction of the Project.

(b) Maintenance and Use of Project. The Borrower shall maintain the Project in good condition, make all necessary renewals, replacements, additions, betterments and improvements thereto and maintain insurance with respect to the Project, its other properties and its operations in such amounts and against such risks as are customary for governmental entities such as the Borrower.

(c) Financial Reports and Audits. The Borrower shall comply with the provisions of Title 2, Chapter 7, Part 5 Montana Code Annotated.

(d) Liens. The Borrower shall not create, incur or suffer to exist any lien, charge or encumbrance on the project vehicle and/or equipment.

(e) Expenses. The Borrower will, at the request of the Board, pay all expenses relating to the Loan and the Note and this Agreement.

ARTICLE III. LOAN TO BORROWER.

Subject to the terms and conditions of this Agreement, the Board hereby agrees to loan and advance to the Borrower, and the Borrower agrees to borrow and accept from the Board, the Loan in the principal amount not to exceed \$300,000.00.

ARTICLE IV. LOAN PROVISIONS.

Section 4.01. Commencement of Loan Agreement

This Agreement shall commence on the date hereof unless otherwise provided in this Agreement.

Section 4.02. Termination of Agreement.

This Agreement will terminate upon payment in full of all amounts due under this Agreement and upon the full and complete performance and payment of all the Borrower's other obligations hereunder.

Until such termination, all terms, conditions, and provisions of this Agreement shall remain in full force and effect.

Section 4.03. Term of Loan Agreement.

This Agreement shall be valid for the entire loan amount approved for one year from the Term Sheet Issuance Date. Beginning one year after the Term Sheet Issuance Date, the Board may refuse to make a loan advance if the Board determines that there has been a material adverse change in the circumstances of the Borrower.

Section 4.04. Loan Closing Submissions.

Concurrently with the execution and delivery of this Agreement, the Borrower is providing to the Board, the following documents (except that the Board may waive any of such documents):

(a) A certified resolution of the Borrower in form and substance substantially identical to that provided hereto; provided, however, that the Board may permit variances in such certified resolution from the form or substance of such resolution if, in the good faith judgment of the Board, such variance is not to the material detriment of the interests of the Program and the Bondholder;

(b) An opinion of the Borrower's counsel in form and substance substantially identical to the Attorney's Opinion hereto; provided, however, that the Board may permit variances in such opinion from the form or substance of such Attorney's Opinion if, in the good faith judgment of the Board, such variance is not to the material detriment of the interests of the Program and the Bondholder;

(c) The complete and executed EFT Authorization, attached hereto, required by the Board;

(d) A bill, or bills of sale, construction contract or contracts, invoice or invoices, purchase order or purchase orders or other evidence satisfactory to the Board that the Project has been purchased, ordered, constructed or installed by the Borrower or that any construction has been substantially completed and that payment therefor is due and owing or, if the Borrower is to be reimbursed, that payment has been made; and for any debt being refinanced, the canceled note or other financing document or other evidence satisfactory to the Board of such refinancing;

(e) Such other closing documents and certificates as the Board may reasonably request.

Section 4.05. Initial and Subsequent Draws of Loan.

For the initial draw of the Loan, the Borrower shall deliver to the Board an executed copy of the Agreement, complete with all attachments as listed in Section 4.04, including the Note and the Agreement Resolution and other documents the Board requires.

For subsequent draws, if applicable, the Borrower shall deliver to the Board, an executed copy of a Disbursement Request items listed in 4.04(d) that are equal to or more than requested draw amount, and any other documents the Board requires.

ARTICLE V. LOAN REPAYMENTS AND NOTE.

Section 5.01. Payment of Loan Repayments

(a) The Loan Repayment Dates shall be on February 15 and August 15 of each year with the first Loan Repayment Date determined as follows:

<u>Date of Draw</u>	<u>First Loan Repayment Date</u>	<u>Payment Consisting of:</u>
February 15 through April 17	August 15	Principal and Interest
April 18 through June 16	August 15	Interest only
June 17 through August 14	February 15	Principal and interest from date of draw
August 15 through October 18	February 15	Principal and Interest
October 19 through December 17	February 15	Interest only
December 18 through February 14	August 15	Principal and Interest from date of draw

(b) Borrower hereby agrees the Loan Repayments will be made pursuant to the attached EFT Authorization on each Loan Repayment Date to be calculated by the Board and consisting of the sum of the following items:

(i) Principal in an amount based upon the initial Amortization Schedule, the Amortization Schedule being initially determined utilizing the Initial Interest Rate. Each advance of the principal of the Loan as shown on the Amortization Schedule shall be repaid in semiannual installments on each Loan Repayment Date commencing on the first Loan Repayment Date following the date thereof and ending on the final maturity date set forth on the Amortization Schedule. Principal payments will not be adjusted but the interest payment will be adjusted as provided in Section 5.01 hereof.

(ii) Interest for each Adjustment Period at the Loan Rate.

(c) The Loan Rate shall equal the interest rate on the Board's INTERCAP Bond plus up to 1.50% per annum as is necessary to pay the Borrower's share of Program Expenses as determined by the Board. The interest rate on the INTERCAP Bond shall not exceed 7.65% per annum.

(d) Within the following month of the Adjustment Date the Board shall calculate the new interest component of the Loan Repayments and shall send a revised Amortization Schedule to the Borrower showing the amount of the Borrower's semiannual Loan Repayments.

Section 5.02. Delinquent Loan Payments.

If the automatic EFT Authorization fails due to insufficient funds, from and after any Loan Repayment Date, until repaid, the Loan shall bear interest at a rate equal to two percent on the yield (coupon equivalent) as of the Loan Repayment Date, on U.S. Treasury Bills of a duration as close as possible to the term over which the Loan Repayment is delinquent.

Section 5.03. The Note.

On the date of this Agreement, the Borrower shall execute the attached Note. The obligations of the Borrower under the Note shall be deemed to be amounts payable under Section 5.01. Each payment made to the Board pursuant to the Note shall be deemed to be a credit against the corresponding obligation of the Borrower under Section 5.01 and any such payment made to the Board shall fulfill the Borrower's obligation to pay such amount hereunder and under the Note.

ARTICLE VI. TERM.

The term of the Loan will be a maximum of ten (10) years and the specific term for each loan draw will be set forth in the Borrower's Draw Certificate.

ARTICLE VII. OBLIGATIONS OF BORROWER UNCONDITIONAL

Section 7.01. Obligations of Borrower.

The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set off, counterclaim, or recoupment by reason of any default by the Board under the Loan Agreement or under any other indebtedness or liability at any time owing to the Borrower by the Board or for any other reason.

ARTICLE VIII. FINANCIAL COVENANTS (GENERAL FUND).

Section 8.01. Representation Regarding Property Tax Limitations.

The Borrower recognizes and acknowledges that the amount of taxes it may levy may be limited by the state pursuant to § 15-10-402, et seq. The Borrower is familiar with the Montana property tax provisions and acknowledges that the Loan Repayments to be made under the Agreement and Note are not exceptions to those provisions. The Borrower represents and covenants that such Loan Repayments can and will be made from revenues available to the Borrower, notwithstanding those provisions.

Section 8.02. Levy and Appropriate Funds to Repay Loan.

The Borrower agrees that in order to meet its obligation to make the Loan Repayments and all other payments hereunder that it will budget for as authorized and appropriate from taxes or any other available sources in each fiscal year during the term of this Agreement an amount sufficient to pay the principal of and interest hereon within property tax limitations and will reduce other expenditures if necessary to make the payments hereunder when due.

Section 8.03. Reports and Opinion; Inspections.

(a) The Borrower shall deliver to the Board by no later than August 15 of each year during the term of this Agreement, a certificate in substantially the form attached hereto that the Governing Body of the Borrower has budgeted and appropriated for the then current Fiscal Year an amount sufficient to make the Loan Repayments due in that Fiscal Year, as required in Article VIII.

(b) The Borrower agrees to permit the Board to visit, examine, and inspect, at any reasonable time, the property constituting the Project, and the Borrower's facilities, and any accounts, books and records, including its receipts, disbursements, contracts, investments, and

any other matters relating thereto and to its financial standing, and to supply such reports and information as the Board or the Trustee may reasonably require.

ARTICLE IX. DISCLAIMER OF WARRANTIES.

THE BOARD AND ITS AGENTS MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY OR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PORTION THEREOF OR ANY OTHER WARRANTY WITH RESPECT THERETO. In no event shall the Board or its respective agents be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this Agreement or the Project or the existence, furnishing, functioning, or Borrower's use of the Project or any item or products or services provided for in this Agreement.

ARTICLE X. OPTION TO PREPAY LOAN.

The Borrower may request the Board approve prepayment of the loan. Upon approval, the Board will initiate an electronic debit using the attached EFT Authorization for prepayment of the Loan in whole or in part upon giving 30 days prior written notice to the Board unless the Board agrees to shorter notice.

If the Loan is prepaid in part, the principal amount of the Loan shall be reduced by the portion of the prepayment representing principal and the Loan shall be reamortized by ratably reducing the principal portion of each remaining Loan Repayment.

ARTICLE XI. ASSIGNMENT.

This Agreement may not be assigned or encumbered by the Borrower for any reason without the express written consent of the Board.

ARTICLE XII. EVENTS OF DEFAULT AND REMEDIES.

Section 12.01. Events of Default Defined.

If any of the following events occur, it is an "Event of Default":

(a) Failure by the Borrower to pay any Loan Repayment required to be paid hereunder at the time specified herein and the continuation of such failure for a period of three (3) days after telephonic or e-mail notice by the Board that such payment has not been received;

(b) Failure by the Borrower to observe and perform any covenant, condition, or agreement on its part to be observed or performed under this Agreement, other than as referred to in Section 12.01(a) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the Board, unless the Board shall agree in writing to an extension of time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Board will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) Any warranty, representation, or other statement by or on behalf of the Borrower contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or in connection with the Loan, is false or misleading in any material respect;

(d) The Borrower files a petition in voluntary bankruptcy under the United States Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(e) The Borrower is generally not paying its debts as the debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the Borrower or any of its property is appointed by court order or takes possession thereof and such order remains in effect or the possession continues for more than 30 days;

Section 12.02. Notice of Default.

The Borrower agrees to give the Board prompt written notice if any petition referred to in Section 12.01(d) is filed by the Borrower or upon the occurrence of any other event or condition constituting a Default or an Event of Default immediately upon becoming aware of the existence thereof.

Section 12.03. Remedies on Default.

If an Event of Default referred to in Section 12.01 shall have occurred, the Board shall declare the Loan and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand. Whenever any Event of Default referred to in Section 12.01 hereof shall have happened and be continuing, the Board shall have the right to take one or any combination of the following remedial steps:

(a) Declare the Loan and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by Borrower without further notice or demand; and

(b) Take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its or the Board's rights hereunder, including without limitation, the appointment of a receiver as provided in the Act.

Section 12.04. Attorneys' Fees and Other Expenses.

Upon an Event of Default, the Borrower shall pay to the Board the reasonable fees and expenses of attorneys and other reasonable expenses incurred by either of them, or by any agency of the State selected by the Board to act on its behalf or by the Attorney General, in the collection of Loan Repayments or any other sum due or the enforcement of performance of any other obligations of Borrower.

Section 12.05. Application of Money.

Any money collected by the Board pursuant to Section 12.03 shall be applied: (a) first, to pay any attorney's fees or other fees and expenses owed by Borrower pursuant to Section 12.04 hereof; (b) second, to pay interest due on the Loan; (c) third, to pay principal due on the Loan; (d) fourth, to pay any other amounts due hereunder; and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder but which are not due, as they become due (in the same order, as to amounts which come due simultaneously, as in (a) through (d) in this Section 12.05).

Section 12.06. No Exclusive Remedy, Waiver, and Notice.

No remedy herein conferred upon or reserved to the Board is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy, or power accruing upon any Default or Event of Default shall impair any such right, remedy, or power or shall be construed to be a waiver thereof, but any such right, remedy, or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Board to exercise any remedy reserved to it in this Article XII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XII.

ARTICLE XIII. MISCELLANEOUS.

Section 13.01. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given when hand delivered or five days after mailing by registered or certified mail, postage prepaid, to the Borrower at the address specified herein and to the other parties at the following address:

- (1) Board: Montana Board of Investments
Attn: Bond Program Office
P.O. Box 200126
Helena, Montana 59620-0126
- (2) Borrower: City of Livingston
220 E Park Street
Livingston, MT 59047

Any of the parties may, by notice in writing given to the others, designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 13.02. Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Board, the Borrower, and their respective successors and assigns.

Section 13.03. Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Amendments, Changes, and Modifications.

This Agreement may not be amended, changed, or modified by the Borrower unless the amendment shall have been consented to in writing by the Board and made part of this Agreement.

Section 13.05. Execution in Counterparts.

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

Section 13.06. Applicable Act.

This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.07. Consents and Approvals.

Whenever the written consent or approval of the Board shall be required under the provisions of this Agreement, such consent or approval may be given by the Executive Director of the Board, or designee, unless otherwise provided by law or by rules, regulations or resolutions of the Board.

Section 13.08. Indemnity.

The Borrower agrees to indemnify and hold harmless the Board, their respective officers, employees, and agents, from and against any and all losses, claims, damages, liability, or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities, or expenses (including reasonable fees for attorneys, accountants, consultants, and other experts) (collectively referred to hereinafter in this Section 13.08 as "Damages") as follows:

(a) For all Damages arising out of, resulting from, or in any way connected with the Loan or this Agreement, without limitation; and

(b) For all Damages arising out of, resulting from, or in any way connected with the acquisition, construction, installation, and operation of the Project.

Notwithstanding the foregoing, the Borrower shall have no liability for damages solely arising out of, resulting from, or connected to the Loan or Agreement of any other Borrower.

Section 13.09. Waiver of Personal Liability.

No member, officer, agent, or employee of the Board shall be individually or personally liable for the making of the Loan or be subject to any personal liability or accountability by reason hereof; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law or by this Agreement.

Section 13.10. Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, the Board has executed this Agreement by its duly authorized officers and the Borrower has caused this Agreement to be executed in its name by its duly authorized officers. All the above occurred as of the date first above written.

BOARD OF INVESTMENTS OF THE
STATE OF MONTANA

DocuSigned by:

B9493C3E3B57486...

By Louise Welsh
Its Senior Bond Program Officer

CITY OF LIVINGSTON

By Michael Kardoes
Its City Manager

WITNESS OR ATTEST:

By Paige Fetterhoff
Its Finance Director

DESCRIPTION OF THE PROJECT/SUMMARY OF DISBURSEMENTS
FOR
CITY OF LIVINGSTON

<u>Description of Project</u>	<u>Allocated Amount of Loan</u>
1. Loader and grader	\$300,000.00

Draw #	Description of Item	Amount Allocated for Item	Date of Draw	Amount of Draw	Amount Remaining for Item	Remaining Reserved Amount
				Reserved Amount		\$300,000.00
2950-01	#1 above	\$300,000.00	2/11/2022	\$300,000.00	\$0.00	\$0.00

BORROWER'S DRAW CERTIFICATE NO. 2950-1
FOR DISBURSEMENT OF FUNDS
UNDER THE LOAN AGREEMENT

The undersigned, Authorized Representative of the City of Livingston (the "Borrower") under the Loan Agreement, dated February 11, 2022 (the "Loan Agreement"), by and between the Board of Investments of the state of Montana (the "Board"), certify pursuant to Section 4.04, as follows:

1. We have read Section 4.05 of the Loan Agreement and subsections of Section 4.04 referred to therein and have reviewed appropriate records and documents of the Borrower relating to matters covered by this Certificate. All capitalized terms used in this Certificate shall have the meanings given them in the Loan Agreement unless otherwise defined herein;

2. All terms and conditions of the Loan Agreement to be complied with by the Borrower as of this date have been complied with and satisfied, and all documents described in Section 4 have been delivered;

3. The item number, amount, and nature of each item of Project Costs, as shown on the attached Borrower's Cash Advance Certificate, hereby requested to be reimbursed or paid to the Borrower: (a) has been paid or incurred; (b) is an eligible Project Cost; and (c) has not been previously reimbursed or paid by the Program under the Loan Agreement;

4. To our knowledge after reasonable investigation, there has been no default by the Borrower under the Loan Agreement, which has not been cured; and

5. All representations and warranties made by the Borrower in the Loan Agreement are true and correct on and as of the date of this Certificate and has the same effect as if made on such date.

You are hereby requested to advance pursuant to Section 4.05 of the Loan Agreement the amount shown below and make payment to the entitled entity to receipt thereof as shown on the EFT Authorization.

Cash Amount to (ACH):	\$300,000.00
Term to be Amortized:	February 11, 2022 through February 15, 2032 (10 years)
Project Description:	Loader and grader

WITNESS my hand this 11th day of February, 2022.

CITY OF LIVINGSTON

By Michael Kardoos
Its City Manager

ATTEST:

By Paige Fetterhoff
Its Finance Director

PROMISSORY NOTE

FOR VALUE RECEIVED, the City of Livingston, a political subdivision organized under the laws of the state of Montana (the "Borrower"), hereby promises to pay to the order of the Board of Investments of the State of Montana (the "Board") the principal amount of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) or such lesser amount as shall actually be advanced to the Borrower under the Loan Agreement (hereinafter defined) as evidenced by the Amortization Schedule attached hereto and as annually revised in March for every year the loan advance is outstanding, together with interest thereon in the amount calculated as provided in the Loan Agreement, payable semiannually on February 15 and August 15 in the amounts and as provided in the Loan Agreement and as set forth hereto.

The maturity date of this loan as evidenced by this Promissory Note is February 15, 2032 or sooner at the option of the Borrower pursuant to the Loan Agreement.

This Promissory Note is issued pursuant to the Loan Agreement dated as of February 11, 2022, between the Board and the Borrower (the "Loan Agreement") and issued in consideration of the loan made thereunder (the "Loan") and in evidence of the obligations of the Borrower set forth in Section 5 thereof. Payments hereunder shall be made directly to the Board pursuant to the EFT Authorization attached hereto. All the terms, conditions and provisions of the Loan Agreement are, by this reference hereto, incorporated herein as a part of this Promissory Note.

Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

Pursuant to the Loan Agreement, advances shall be made to the Borrower under the Loan Agreement from time to time upon the terms and conditions set forth in the Loan Agreement.

This Promissory Note is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of setoff, counterclaim, or recoupment by reason of any default by the Board under the Loan Agreement or under any other indebtedness or liability at any time owing to the Borrower by the Board or for any other reason.

This Promissory Note is subject to optional prepayment under the terms and conditions provided in Article X of the Loan Agreement upon giving 30 days prior written notice to the Board or less if the Board agrees to shorter notice.

If an "Event of Default" occurs under Section 12.01 of the Loan Agreement, the principal of this Promissory Note may be declared due and payable in the manner and to the extent provided in Article XII of the Loan Agreement.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Montana to be done, to exist, to happen and to be performed precedent to and in the issuance of this Note, in order to make it a valid and binding obligation of the Borrower according to its terms, have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the Borrower will, as authorized by and according to applicable provisions and limitations of law annually levy sufficient

tax receipts or collect sufficient revenues, as the case may be, with other funds available therefor, to pay the principal and interest hereon when due; and that this Note, together with all other indebtedness of the Borrower outstanding on the date of original issue hereof and on the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness of the Borrower.

IN WITNESS WHEREOF, the City of Livingston has caused this Promissory Note to be duly executed, attested, and delivered, as of this 11th day of February, 2022.

CITY OF LIVINGSTON

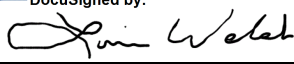
By Michael Kardoes
Its City Manager

(SEAL)

ATTEST:

By Paige Fetterhoff
Its Finance Director

BOARD OF INVESTMENTS OF THE
STATE OF MONTANA

DocuSigned by:


B9493C3E3B57486...
By Louise Welsh
Its Senior Bond Program Officer

**MONTANA BOARD OF INVESTMENTS
ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION
INTERCAP LOAN PROGRAM**

Borrower Name: City of Livingston

Loan #:2950

I, the undersigned, a duly authorized representative, hereby authorize the Montana Board of Investments to initiate electronic debit and/or credit entries to the Account listed below. The authorized representative acknowledges the origination of ACH transactions to the listed account complies with provisions of U.S. law.

Name of Financial Institution to debit/credit Account:

Address:

City, State, Zip:

Financial Institution Routing Number:

For Credit To: City of Livingston

Checking Savings (check one) Account Number:

Type of transfer for this account: City of Livingston INTERCAP Loan# 2950

This authority remains in effect until the Montana Board of Investments and the designated Financial Institution have received a revised EFT Authorization from an authorized representative or Loan #2950 has been paid in full according to its terms.

Signature →

Date →

Printed Name →

Please notify the Montana Board of Investments if you have applied a filter or a block to your account.

Please mail with documents or upload the completed form to:

<https://mt.accessgov.com/boi/Forms/Page/intercap/intercap-attachments/0>

CERTIFICATE OF APPROPRIATION

The undersigned Finance Director hereby certifies with respect to the Loan Agreement (the "Loan Agreement"), dated as of February 11, 2022, by and between the City of Livingston (the "Borrower") and the Board of Investments (the "Board") that:

1. The governing body of the Borrower will include in the budget an amount designated and sufficient to make the Loan Repayments (as defined in the "Loan Agreement") due in fiscal year 2023.

Dated this February 11, 2022.

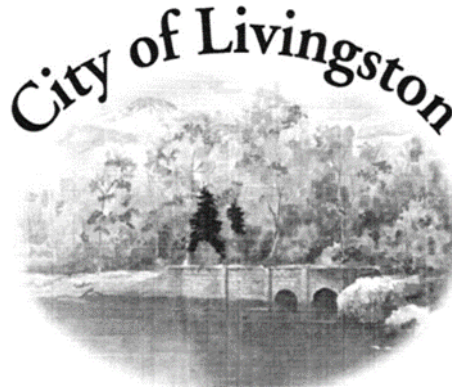
CITY OF LIVINGSTON

By Paige Fetterhoff
Its Finance Director

City Manager
Michael Kardoes

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

OPINION OF BORROWER'S COUNSEL

TO BE DATED THE DATE OF CLOSING
(February __, 2022)

THIS OPINION LETTER IS NOT INTENDED TO BE GUARANTEE BY THE BOARD THAT ALLTHE PROVISIONS HEREIN HAVE BEEN MET. THIS DOCUMENT IS INTENDED TO BE NO MORE THAN A GUIDE FOR BORROWER'S COUSEL. IT IS THE RESPONSIBILITY OF BORROWER'S COUNSEL TO INDEPENDENTLY RESEARCH, EXAMINE, AND VERIFY THAT THE PROVISIONS HEREIN HAVE BEEN MET.

Board of Investments
of the State of Montana
2401 Colonial Drive, 3rd Floor
P.O. Box 200126
Helena, MT 59620-0126

Ladies and Gentlemen:

I have served as counsel to the City of Livingston (the "Borrower") in connection with its participation in the INTERCAP Program (the "Program") of the Board of Investments of the State of Montana (the "Board"). Terms used herein which are defined in the Loan Agreement, dated as of February 11, 2022, (the "Loan Agreement") between the Borrower and the Board shall have the meanings specified therein. The resolution of the Borrower authorizing its participation in the Program and the issuance of its Loan Agreement relating thereto is herein referred to as the Loan Agreement Resolution.

I have examined, among other things:

- i) the Borrower Act;
- ii) the Loan Agreement dated as of February 11, 2022, and executed by the Borrower;
- iii) the Promissory Note (the "Note") dated as of February 11, 2022, and executed by the Borrower;
- iv) Resolution No. _____ of the Borrower, dated _____(the "Loan Agreement Resolution");
- vii) the proceedings of the Borrower with respect to the due execution and delivery by the Borrower of the Loan Agreement, and Note Electronic Funds Transfer Authorization (the Program Documents), and such certificates and other documents relating to the Borrower, the Program Documents and the Loan Agreement Resolution of the Borrower and have made such other examination of applicable Montana law and a review of the Borrower's actions with respect to applicable ordinances and resolutions as we have deemed necessary in giving this opinion.

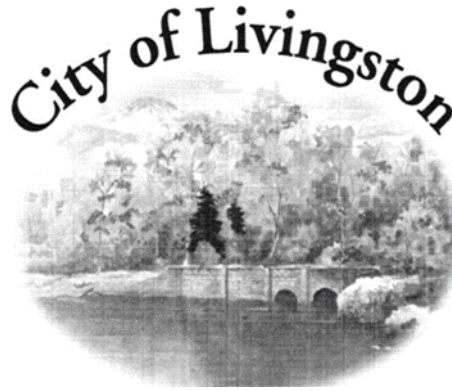
Based upon the foregoing, I (we) am of the opinion that:

- (a) The Borrower is a political subdivision duly organized and validly existing under the laws and Constitution of the State of Montana with full legal right, power and authority to enter into, execute and perform its obligations under the Program Documents and to carry out and effectuate the transactions contemplated thereunder.
- (b) The execution of the Loan Agreement and Promissory Note have been duly authorized and are valid, binding and enforceable against the Borrower in accordance with its terms.
- (c) The Loan Agreement Resolution of the Borrower has been duly adopted and is valid, binding and enforceable against the Borrower in accordance with its terms.
- (d) The Borrower has taken all action required to be taken by it to authorize the execution and delivery of and the performance of the obligations contained in the Program Documents; and such authorization is in full force and effect on the date hereof.
- (e) The Borrower has complied with all applicable competitive bidding requirements for the purchase, acquisition, and construction of the Project.
- (f) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any person, organization, court, or governmental agency or public body whatsoever is required to be obtained by the Borrower in connection with the execution, delivery and performance of the Program Documents or the consummation of the other transactions effected or contemplated thereby.
- (g) The execution, delivery and performance of the Program Documents, and compliance with the provisions thereof will not conflict with or constitute a breach of, a violation of, or default under, the Constitution of the State of Montana, or any existing law, charter, judgment, ordinance, administrative regulation, decree, order or resolution of or relating to the Borrower and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument, to which the Borrower is a party or by which it is bound or to which it is subject.

City Manager
Michael Kardoes

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

(h) The Program Documents executed by the Borrower, when delivered to the Board, will have been duly authorized and executed and will constitute validly issued and legally binding obligations of the Borrower according to their terms.

(i) No other lien has been filed on the project vehicle and/or equipment.

It is understood that the enforceability of the Program Documents may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or other similar laws affecting the enforcement or creditors rights.

Sincerely,

Borrower Attorney

Certificate Of Completion

Envelope Id: BDB2B5B43B3C4FC680DA55A68226AD6E	Status: Completed
Subject: Please DocuSign: Livingston 2950 Loan Doc.docx	
Source Envelope:	
Document Pages: 31	Signatures: 3
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Peggy Saarela
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	PO Box 200501
	301 S. Park Ave
	Helena, MT 596200501
	Peggy.Saarela@esign.mt.gov
	IP Address: 161.7.39.7

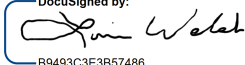
Record Tracking

Status: Original	Holder: Peggy Saarela	Location: DocuSign
1/7/2022 9:19:35 AM	Peggy.Saarela@esign.mt.gov	

Signer Events

Louise Welsh
 Lwelsh@mt.gov
 mayor welsh
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 B9493C3E3B57486...
 Signature Adoption: Drawn on Device
 Using IP Address: 161.7.39.7

Timestamp

Sent: 1/7/2022 9:22:12 AM
 Viewed: 1/7/2022 9:44:18 AM
 Signed: 1/7/2022 9:45:32 AM

Electronic Record and Signature Disclosure:
 Accepted: 1/7/2022 9:44:18 AM
 ID: c3abdcfc-1686-4685-a3d9-3836dc0aba87

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	1/7/2022 9:22:12 AM
Certified Delivered	Security Checked	1/7/2022 9:44:18 AM
Signing Complete	Security Checked	1/7/2022 9:45:32 AM
Completed	Security Checked	1/7/2022 9:45:32 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, MT Dept of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact MT Dept of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docontracts@mt.gov

To advise MT Dept of Commerce of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at docontracts@mt.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to docontracts@mt.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to docontracts@mt.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify MT Dept of Commerce as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by MT Dept of Commerce during the course of my relationship with you.

MONTANA BOARD OF INVESTMENTS
 ANNUAL ADJUSTABLE RATE TENDER OPTION
 MUNICIPAL FINANCE CONSOLIDATION ACT EXTENDABLE BONDS
 (INTERCAP LOAN PROGRAM)

Municipality:	Livingston	Final Payment:	February 15, 2032
Total Commitment:	\$300,000.00	Total # of Payments:	20
Total Draws to Date:	\$0.00	Draw Number:	2950 1
This Draw Down:	\$300,000.00	Date of this Draw:	February 11, 2022
Remaining Commitment:	\$0.00	Date of Loan Agreement:	February 11, 2022
Project:	Loader and Grader		

<u>Payment Due</u>	<u>Interest Rate</u>	<u># Days Due</u>	<u>Interest Payment</u>	<u>Principal Payment</u>	<u>O/S Loan Balance</u>	<u>Total Amount of Payment</u>
			Beginning Balance		300,000.00	
02/15/22		4	54.25	0.00	300,000.00	*please see comments
08/15/22		181		13,932.76	286,067.24	
02/15/23		184		13,953.71	272,113.53	
08/15/23		181		14,106.68	258,006.85	
02/15/24		184		14,187.12	243,819.73	
08/15/24		182		14,332.65	229,487.09	
02/15/25		184		14,429.55	215,057.54	
08/15/25		181		14,573.52	200,484.01	
02/15/26		184		14,665.58	185,818.43	
08/15/26		181		14,812.76	171,005.67	
02/15/27		184		14,910.77	156,094.89	
08/15/27		181		15,055.97	141,038.92	
02/15/28		184		15,160.03	125,878.89	
08/15/28		182		15,300.34	110,578.55	
02/15/29		184		15,415.91	95,162.64	
08/15/29		181		15,554.53	79,608.12	
02/15/30		184		15,671.00	63,937.11	
08/15/30		181		15,810.02	48,127.09	
02/15/31		184		15,932.85	32,194.24	
08/15/31		181		16,069.75	16,124.49	
02/15/32		184		<u>16,124.49</u>	0.00	
				<u>300,000.00</u>		

COMMENTS:

Interest payment shown is not due. Your first payment will be on August 15, 2022. Interest payments shown from February 16, 2021 to February 15, 2022 are computed at 1.65 percent. After February 15, 2022 interest rates will be adjusted to reflect the adjusted interest rate applied on the outstanding principal balance. We will send a revised amortization schedule combining the February 15, 2022 interest at 1.65 percent and the August 15, 2022 principal and interest at the new adjusted rate.

IMPORTANT: Montana Board of Investments will initiate the automatic electronic debit from the Borrower designated account when payment is due. Periodic electronic debit for principal paydown

File Attachments for Item:

A. DISCUSS: ZONING COMMISSION APPLICANTS

City of Livingston
Application for Appointed Office
(Revised 3/20/20)

Appointed Position Seeking: Zoning Commissioner

Date of Application: 1/7/2022

Name: Randy Cook

Signed: [Signature]

Address: 511 E. Gallatin St Liv. MT

Telephone: daytime (406) 223-2764

after 5:00 p.m.: same

Fax Number: —

e-mail address: randyccook@hotmail.com

1. Are you a resident of the City of Livingston? yes

2. Are you a registered voter? yes

3. Will you be at least 18 years of age at the time of the appointment? yes

4. Describe the reasons you are interested in this appointment: as a long time local builder/carpenter, I have a professional perspective and pragmatic, logical problem solving style.

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

A. Occupation: Carpenter (Builder)

B. Education: BA History/Poly Sci, BS Business M.I.S.

C. Experience: 25 yrs in the trades

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? No

7. Are you currently serving on any Community Boards? No

A. If yes, please describe those boards.

8. Current Employer? Self employed RC² woodworks LLC

9. Are you available for night meetings? yes

10. Are you available for daytime meetings? yes, depending

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? No

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? Recuse myself from decision making process but continue to try to facilitate problem solution.

THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.

Return completed applications to Faith Kinnick at fkinnick@livingstonmontana.org or drop off in person at the City/County Complex 414 E. Callender St.

City of Livingston
Application for Appointed Office
(Revised 3/20/20)

Appointed Position Seeking: Zoning Commission

Date of Application: 11/30/21

Name: Michal DeChellis

Signed: Michal DeChellis

Address: 315 West Butte Street 59047

Telephone: daytime 512.560.0973

after 5:00 p.m.: Same

Fax Number: NA

e-mail address: michal@dechellis.org

1. Are you a resident of the City of Livingston? Yes

2. Are you a registered voter? Yes

3. Will you be at least 18 years of age at the time of the appointment? Yes

4. Describe the reasons you are interested in this appointment: Been serving on the ZC since 2019, would like to continue this work.

It's take awhile to understand Zoning & its purview, excited about helping bring the Growth Policy to life and support Livingston's structure for the future.

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

A. Occupation: Food Systems consultant - been involved in projects that include city planning and decision making for growth & food system policies

B. Education: MPH-Food Systems, MA-Social-Organizational Psychology

C. Experience: Project manager, Bring a public health/food system lens to this work

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? Yes

Current- Zoning Commission Member

7. Are you currently serving on any Community Boards? No

A. If yes, please describe those boards. _____

8. Current Employer? AERO, Good Food Purchasing Project

9. Are you available for night meetings? Yes

10. Are you available for daytime meetings? Depends on when

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? No

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? I would bring up the conflict as soon as I became aware of it and recuse myself from providing input or voting if needed.

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City of Livingston
Application for Appointed Office
(Revised 3/20/20)

Appointed Position Seeking: Zoning Commission

Date of Application: 11/23/2021

Name: Deborah Monaghan

Signed: Deborah Monaghan

Address: 1001 E. Geyser Street

Telephone: daytime 415.419.9577

after 5:00 p.m.: same

Fax Number: _____

e-mail address: deborah.monaghan@gmail.com

1. Are you a resident of the City of Livingston? yes

2. Are you a registered voter? yes

3. Will you be at least 18 years of age at the time of the appointment? yes

4. Describe the reasons you are interested in this appointment: I want to participate in guiding the growth of Livingston as outlined by the community in the growth policy. I hope my efforts effect positive change in the housing crisis, preserving community character, and land use. I've lived here for ten years and am invested in Livingston's future.

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

A. Occupation: Director of Operations

B. Education: BA in English, Women in Leadership, coursework in marketing, design, agriculture

C. Experience: I have experience leading teams and diplomatically reaching consensus.

I've lived in urban, suburban and rural areas and understand the pros and cons of each when considering planning. I am well versed in working with architects, builders, business owners and the general public.

6. Have you served on any previous boards or in any governmental positions in the past? ly
have been a member of the zoning commission since August 2021.

7. Are you currently serving on any Community Boards? Yes

A. If yes, please describe those boards. Zoning

8. Current Employer? Envi Interior Design Studio

9. Are you available for night meetings? Yes

10. Are you available for daytime meetings? Yes, with notice

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? No

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? I would bring the matter to the commission and city planner immediately. If the team was concerned I would follow their lead for next steps, including, if necessary, resignation.

THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.

Return completed applications to Faith Kinnick at fkinnick@livingstonmontana.org or drop off in person at the City/County Complex 414 E. Callender St.

City of Livingston
Application for Appointed Office
(Revised 3/20/20)

Appointed Position Seeking: Zoning Commission

Date of Application: 12/08/2021

Name: Michael Wojdylak

Signed: Michael Wojdylak

Address: 127 S 2nd St

Telephone: daytime 333-2323

after 5:00 p.m.: 270-9712

Fax Number: _____

e-mail address: montanaslm@hotmail.com

1. Are you a resident of the City of Livingston? YES

2. Are you a registered voter? YES

3. Will you be at least 18 years of age at the time of the appointment? YES

4. Describe the reasons you are interested in this appointment: Continuing the work

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

A. Occupation: Real Estate Broker and Property Manager

B. Education: B.S. University of Montana

C. Experience: Lots... and blocks

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? No

7. Are you currently serving on any Community Boards? YES

A. If yes, please describe those boards. Zoning

8. Current Employer? Myself

9. Are you available for night meetings? YES

10. Are you available for daytime meetings? YES

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? NO

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? RECUSE

THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.

Return completed applications to Faith Kinnick at fkinnick@livingstonmontana.org or drop off in person at the City/County Complex 414 E. Callender St.

City of Livingston
Application for Appointed Office
(Revised 3/20/20)

Appointed Position Seeking: Zoning Commission Member

Date of Application: 12/7/21

Name: Wendy Weaver
Address: 203 South I Street
Telephone: daytime 4065792355
Fax Number: _____

Signed: 
after 5:00 p.m.: 4065792355
e-mail address: fisngirl@gmail.com

1. Are you a resident of the City of Livingston? yes
2. Are you a registered voter? yes
3. Will you be at least 18 years of age at the time of the appointment? yes
4. Describe the reasons you are interested in this appointment: I would like to continue my role as

Zoning commission member to be engaged in how Livingston grows

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:
 - A. Occupation: civil engineer and non profit Executive Director
 - B. Education: BS civil engineering, bio-resource option - Montana State University
licensed professional engineer with 23 years civil engineering in land development, water resources
 - C. Experience: _____

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? _____

Yes, Livingston Zoning Commission, City of Bozeman Climate Action

7. Are you currently serving on any Community Boards? no
 - A. If yes, please describe those boards. _____
8. Current Employer? Montana Freshwater Partners
9. Are you available for night meetings? yes
10. Are you available for daytime meetings? depends
11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? no
12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? disclose the conflict and recuse myself from the discussion

THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.

Return completed applications to Faith Kinnick at fkinnick@livingstonmontana.org or drop off in person at the City/County Complex 414 E. Callender St.

City of Livingston
Application for Appointed Office
(Revised 3/20/20)

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Appointed Position Seeking: Zoning Commission

Date of Application: 11/21/2021

Name: Jim Baerg
Address: 223 S. 5th St
Telephone: daytime 406-220-1498
Fax Number: _____

Signed: 
after 5:00 p.m.: same
e-mail address: jibaerg@gmail.com

1. Are you a resident of the City of Livingston? yes
2. Are you a registered voter? yes
3. Will you be at least 18 years of age at the time of the appointment? yes
4. Describe the reasons you are interested in this appointment: I would like to continue doing

our important work as the city grows.

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

- A. Occupation: Semi-retired, architect, buider, energy consultant
- B. Education: MArch
- C. Experience: Design and construction since the mid 1970's

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? _____

Joint planning/zoning board, current Zoning Commission,

7. Are you currently serving on any Community Boards? County Fairgrounds and Parks Board
 - A. If yes, please describe those boards. County board with monthly meetings
8. Current Employer? Self employed
9. Are you available for night meetings? Yes
10. Are you available for daytime meetings? yes
11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? No, but I am sensitive to the issue and would recuse myself.
12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? Announce the issue to the Zoning board and city staff and recuse myself.

THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.

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