



Livingston City Commission Agenda

October 06, 2026

5:30 PM

City – County Complex, Community Room

<https://us02web.zoom.us/j/87257310127?pwd=U0K2FmZgmfLLB0wPXnZz4xGJE5HKtB.1&mynotes=on>

Meeting ID: 872 5731 0127

Passcode: 751335

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

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

4. Public Comment

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

5. Consent Items

A. APPROVAL OF MINUTES FROM SEPTEMBER 15, 2026, REGULAR MEETING PG. 4

B. APPROVAL OF CLAIMS PAID 9/10/26 - 9/30/26 PG.18

C. JUDGE'S MONTHLY REPORT FOR AUGUST 2026 PG.35

D. AGREEMENT 20296 WITH STAFFORD ANIMAL SHELTER PG.37

E. AGREEMENT 20297 WITH BLADES FITNESS PG.48

F. APPOINTMENT OF VALERIE KUTSCH TO THE HISTORIC PRESERVATION COMMISSION PG.53

6. Proclamations

7. Scheduled Public Comment

8. Action Items

A. ORDINANCE 3068: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 30 IN THE LIVINGSTON MUNICIPAL CODE ENTITLED ZONING BY AMENDING SECTION 30.40 AS IT RELATES TO USES ALLOWED IN THE INDUSTRIAL AND LIGHT INDUSTRIAL DISTRICTS. PG.59

B. RESOLUTION 5209: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO AMEND THE BUDGET FOR FISCAL YEAR 2025-2026, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$1,125,605 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$853,106. PG.79

C. RESOLUTION 5210: RESOLUTION RELATING TO \$191,098.00 SOLID WASTE REVENUE BOND, SERIES 2026; AUTHORIZING THE ISSUANCE, AWARDED THE SALE, AND FIXING THE TERMS AND CONDITIONS THEREOF AND CREATING SPECIAL FUNDS AND ACCOUNTS AND PLEDGING CERTAIN REVENUES AS SECURITY THEREFOR. PG.84

D. DISCUSSION OF WELCOME TO LIVINGSTON SIGN. PG.99

E. CLOSED SESSION TO DISCUSS LEGAL STRATEGY PURSUANT TO 2-3-203(4)(a)

9. City Manager Comment

10. City Commission Comments

11. Adjournment

Notice

- **Public Comment:** The public can speak about an item on the agenda during discussion of that item by coming up to the table or podium, signing-in, and then waiting to be recognized by the Chair. Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).

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

- **Meeting Recording:** An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Clerk. The City does not warrant the audio and/or video recording as to content, quality, or clarity.
- **Special Accommodation:** If you need special accommodations to attend or participate in City meetings, please contact the City Clerk at least 24 hours in advance of the specific meeting you are planning on attending.

File Attachments for Item:

A. APPROVAL OF MINUTES FROM SEPTEMBER 15, 2026, REGULAR MEETING



Livingston City Commission Minutes

September 15, 2026

5:30 PM

City – County Complex, Community Room

<https://us02web.zoom.us/j/83262033970?pwd=ElThx44EeLm7DCB8GloDj28vaFljc.1>

Meeting ID: 832 6203 3970

Passcode: 196207

1. Call to Order

5:33 pm Chair Nootz called the meeting to order.

2. Roll Call

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

City Staff Present

- City Manager Grant Gager
- Chief of Police Wayne Hard

3. Pledge of Allegiance

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

Chair Nootz asked the room to stand for the pledge of allegiance

4. Public Comment

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

Chair Nootz read a statement regarding public comment. She shared readings from the Commission Handbook on page 18 related to Commission Meetings, LMC Article 2, part E related to Sergeant-at-Arms, and referenced MCA related to the time for speakers, which is 3 minutes. She stated if decorum is violated, they will lean into local policy. She reminded Commissioners to state "point of order", and that automatically stops the meeting, and the Chair will decide from there on the issue.

Public comment was offered by:

- Frank O'Connor stated he spoke to MDT about putting a sign on the freeway that would say mufflers are required on compression brakes, and MDT told him he would need to ask the City if they were interested in having this sign put up.
- Patricia Grabow expressed thoughts of folks traveling to use exit 337 so they don't miss downtown Livingston. She thanked the City for working together on the Warren McGee statue. She expressed her thoughts that the City has removed itself from the will of the people.
- Becky Bird stated the McGee statue is lovely and a nice contribution to the community. She wondered about adding a crossing at the Depot. She thanked the City Commission for the work they do.
- DF commented on the Growth Policy discussion at the last meeting, and he wondered why tourism has decreased. He would like the City to get data from businesses to understand tourism reliance.
- Kris King from Explore Livingston spoke regarding the previous commenter and stated tourism is not down and she has information she is willing to share related to tourism.

Vice Chair Willich stated he was at the Warren McGee statute unveiling and gave a shout-out to Commissioner Wilcox for the speech she gave at the ceremony.

5. Consent Items

- A. APPROVAL OF MINUTES FROM SEPTEMBER 1, 2026, REGULAR MEETING [PG.4](#)**
- B. APPROVAL OF CLAIMS PAID 8/27/26 - 9/9/26 [PG.17](#)**
- C. JUDGES MONTHLY REPORT FOR JULY 2026 [PG.26](#)**
- D. APPROVAL OF COLIN FRAZER TO LBID BOARD [PG.28](#)**
- E. CONSIDERATION OF OPEN CONTAINER SPECIAL EXCEPTION REQUEST FOR A PUBLIC EVENT ON SEPTEMBER 19, 2026 [PG.33](#)**
- F. AGREEMENT 20287 WITH LIVINGSTON YOUTH SOCCER ASSOCIATION [PG.39](#)**
- G. AGREEMENT 20288 WITH LIVINGSTON LIGHTNING SPECIAL OLYMPIC TEAM [PG.50](#)**

Vice Chair Willich pulled Consent Item E.

Chair Nootz pulled **Consent Item A**.

Commissioner Wilcox motioned to approve Consent Items B-D, F & G, seconded by

Commissioner Daniels. Unanimously approved.

Chair Nootz pointed out name spelling corrections and clarified a statement she made.

Chair Nootz motioned to approve Consent Item A with amendments, seconded by Vice Chair Willich. Unanimously approved.

Vice Chair Willich asked about the nature of this event on City property.

The City Manager stated that he reached out to the State's Commissioner of Political Practices and this event is acceptable as long as the normal event application process and reservation process, which are available to all community members, are used.

Vice Chair Willich motioned to approve Consent Item E, seconded by Commissioner Daniels. Unanimously approved.

6. Proclamations

A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING SEPTEMBER 16-20, 2026 AS POLLUTION PREVENTION WEEK IN LIVINGSTON, MONTANA [PG.56](#)

Chair Nootz read the proclamation.

The City Manager stated that he encourages all community members to participate in Pollution Prevention Week, and he will do his part and try to create no waste over the next 7 days.

Commissioner Wilcox expressed appreciation for this proclamation. She thanked Public Works for their hard work to keep the community pollution-free.

Vice Chair Willich stated that Livingston has the responsibility of being the furthest upstream city on the longest undammed waterway in the lower 48, so it is important that we keep our water clean.

Chair Nootz stated that this proclamation is very meaningful to her. She gave a shout-out to Public Works Director Holmes for keeping the water safe and clean.

7. Scheduled Public Comment

8. Action Items

A. CONTINUATION OF PUBLIC HEARING REGARDING RESOLUTION 5207: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTABLISHING STORMWATER RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON STORMWATER SYSTEM. [PG.58](#)

The City Manager stated this item is a continuation from September 1st and was continued due to a noticing issue. He stated that rates are based on the residence equivalency factor.

Public comment was offered by:

- Patricia Grabow expressed disagreement with this item.
- Jay Keifer expressed disagreement with this item.
- Quentin Schwarz reminded everyone of a statutory requirement to treat stormwater by the time the population hits 10,000. He expressed being happy this is happening before it is required, and it makes economic sense.
- Jenn asked how much this project will cost, how long it will take, and when it is finished, whether that money will come off of their taxes.

The City Manager stated this has been worked on since 2018. He stated that, according to the engineering report, there were 13 priority projects that were identified citywide. He stated there is to be one full-time employee to be funded with this revenue. He stated that population is calculated based on how many people live here plus bed availability at hotels, etc., and with that, we could hit

10,000 in population by 2030, but regardless of population, we will still have stormwater issues that we are having today. He stated the action for this item for the Commission is to establish rates, so the City can address some of the stormwater issues that currently exist. He stated that the \$7 a month is for every single-family home regardless of value.

Commissioner Wilcox wondered if the \$7 or \$84 would increase for some reason.

The City Manager stated that at this point, staff is comfortable with the amount of revenue provided by the current fee amount and doesn't see a need to increase that in the foreseeable future.

Chair Nootz asked if having this utility created opens the City up to be able to go after other grant funding.

The City Manager stated that having a local dollar source to match grant funds is always helpful.

Commissioner O'Neill expressed concern about the tax increase for the people.

Commissioner Daniels expressed support for this project.

Vice Chair Willich stated that to clean up the lagoon, if they don't have a process to clean what goes into the lagoon, it's just going to fill up and be dirty the way it is now. He stated this utility has a way to intercept the water that goes into the lagoon and treat it before it goes in there.

Chair Nootz stated that the Commission has not raised taxes. She stated that voters voted to raise taxes for the Wellness Center, and the State has raised taxes. She stated she is really excited that this is moving forward.

Vice Chair Willich motioned to approve this item, seconded by Commissioner Daniels.

For: Nootz, Willich, Daniels, Wilcox

Against: O'Neill

B. RESOLUTION 5208: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, TO AUTHORIZE CHANGES TO THE LIVINGSTON URBAN AREA HIGHWAY SYSTEM AND TO AUTHORIZE THE CHAIR TO SIGN RELATED AGREEMENTS BETWEEN THE CITY OF LIVINGSTON AND THE MONTANA DEPARTMENT OF TRANSPORTATION. [PG.63](#)

The City Manager stated this item is to update the Urban Area Highway System in the City of Livingston. He stated that the request is to remove River Drive from View Vista to 9th Street, as well as 9th Street North from River Drive to Geyser, from the Urban Area System map. This will remove MDT's control of the roadway and enable the City of Livingston to work with community partners to maintain and operate the roadway in a way that is beneficial for the community.

Commissioner O'Neill asked if a flood wiped out that area of road, at this point we would have state funding possibly available, but we wouldn't if they pass this item.

The City Manager stated it is important to know that projects funded by that Urban System are established and voted on by the Transportation Commission many years in advance. He stated the project list is not something simple to change, and it is not really designed for emergency repair

projects. He stated that there are other pools of money that would be appropriate to use for emergencies, such as FEMA.

Commissioner Wilcox expressed appreciation for the opportunity to provide a safer active transportation route for the community that drives in that area.

Chair Nootz asked about flooding and natural disasters and asked for clarification on how those things were paid for.

The City Manager stated that if it is a presidentially declared disaster, FEMA makes available public assistance dollars available, and they make them available to governmental agencies and others impacted by various disasters, and typically that is the pool of money the City would work through. He stated that there is a related hazard mitigation grant program, which is for not repairing damage but instead mitigating future damage from similar types of storms.

Public comment was offered by:

- Linda Mahr asked for clarification that they are not removing the actual road, just reclassifying the road.

The City Manager stated that they will leave River Drive in place but be able to make locally directed and locally funded improvements to the roadway.

Chair Nootz asked about removal of Veterans' Memorials.

The City Manager stated that this item is not related to Veterans' Memorials, and he looks forward to upcoming open houses with some Commissioners and the community to discuss the Veterans' Memorials.

Vice Chair Willich stated that this is a good move for the City.

Commissioner Daniels stated that it is a good move to help assist in that area, especially during the school year. She is especially looking forward to having some crossing lights.

Commissioner Wilcox motioned to approve this item, seconded by Commissioner Daniels. Unanimously approved.

C. DISCUSSION OF REQUEST FOR 2-HOUR PARKING ON SOUTH B STREET [PG.67](#)

The City Manager stated this item is a request for a change in the 2-hour zone in front of 222 S B Street. He stated that the 2-hour zones are governed by the LMC, which would require a change through an ordinance. He stated that given the work involved in that request, he wanted to discuss accommodating the request. The request came from the City to the County for this change.

Commissioner Wilcox asked where the other 2-hour zones are.

The City Manager stated that it is mostly Park Street to Geyser Street, 3rd Street to B Street.

Commissioner Wilcox asked if the Code Enforcement team would be monitoring this area.

The City Manager stated yes, that Code Enforcement patrols citywide with a focus on the 2-hour zones.

Commissioner Wilcox asked about the County renting lots on the north side of that building, and she wondered if all 14 are rented.

The City Manager stated that there are still a handful of spaces available in that lot.

Commissioner Wilcox asked if the empty lot in the packet is public parking.

The City Manager stated it is private parking for employees. He stated that the publicly available rental spaces are to the north of the building, there is a nonpublic lot on the south of the building, and the request is for 2-hour parking on the west side of B Street.

Commissioner Daniels asked how they determined who can rent those spaces.

The City Manager stated that it was an open call to the community.

Vice Chair Willich wondered about not doing 2-hour parking in the singular spot and allowing 2-hour parking in the rest that they asked for.

Commissioner O'Neill asked about eliminating the drive-through area to make it a parking spot.

The City Manager stated he is not proposing to eliminate the drive-through area.

Commissioner Wilcox stated that she understands the issue with removing spots that allow folks to park longer than 2 hours and understands why the County might want 2-hour parking in front of their building. She expressed not being against Vice Chair Willich's suggestion.

Commissioner Daniels asked if the other parking lot is for employees only.

The City Manager stated that the southern lot is for employees.

Commissioner Daniels expressed liking Vice Chair Willich's idea for parking.

Chair Nootz stated that she is not in favor of giving up any parking for the 2-hour zone. She recalled when the land swap was happening with the County, and it was contentious, and they made a choice to make a profit from parking, with their choice to rent those spaces. She stated that if they want folks visiting their building to have closer parking, they maybe should reconsider renting those parking spaces. She expressed not wanting to give up parking in a residential parking area to a building that already has very large parking lots.

Commissioner O'Neill asked if there is a projected timeframe for when they would occupy this building. He stated that he doesn't want to make this 2-hour parking soon, if they are 4 years out from occupying the building.

The City Manager stated that the MSU Extension Office has already moved in there. He stated that part of the building is warehouse space, and the County does have some work to do before it can be occupied by more employees. He stated that the URA received a letter from the County inquiring about a possible land purchase by the URA, then a swap with the County. He stated that the other parcel is the Enterprise Building on Main Street and Geyser.

Commissioner Wilcox expressed understanding that the building is not full of employees and County departments now and wondered if this is something that needs to be done now, or if it can be put on hold until a later date. She thought that for the time being, the parking lot seems sufficient for the small number of staff at the building and their guests.

Commissioner Daniels agreed that waiting might be a good idea until the Health Department moves in, then to gauge what the parking needs are at that time.

Vice Chair Willich stated that we need to be good partners with the County. He expressed that having government offices in the Central Business District is an inappropriate placement. He stated he is against having government offices in this building and the old Enterprise Building. He stated that he doesn't think they need to take residential parking and turn it into 2-hour parking when they have a lot of parking lot space around this building.

Chair Nootz stated she would like to see them use the parking lots that are available around the building.

The City Manager stated that staff does not intend to bring an ordinance back to the Commission to modify the 2-hour zone.

Commissioner O'Neill motioned for a 10-minute break, seconded by Commissioner Daniels. Unanimously approved.

D. UPDATE ON GATEWAY WELLNESS CENTER PROJECT [PG.74](#)

The City Manager stated that this update comes from the Commission's conversation at the work session on January 14th, where they identified the Wellness Center and staff updates as two priorities. He gave a brief presentation.

Chair Nootz asked about the playground equipment from Katie Bonnell Park.

The City Manager stated they have some playground equipment that will return to Katie Bonnell Park, and as it becomes less of a construction site, they will bring some of the equipment back. He stated that there are some plans in the project to bring some new equipment on-site, including some different types of equipment for more accessibility for all children.

Chair Nootz asked if the playgrounds are grassy or not grassy.

The City Manager stated that the primary grassy area will be at the south end of the property.

Chair Nootz asked who folks should reach out to with questions about the Wellness Center.

The City Manager stated that they could reach out to him or the Recreation Director Maggie Tarr.

Vice Chair Willich asked how they got NorthWestern Energy and BNSF to provide land.

The City Manager stated that he asked, and they said yes.

Commissioner Wilcox asked about Four Ranges and whether, once the Wellness Center is built and the endowment to help fund the operations and maintenance of the building is complete, does the Four Ranges Foundation will go away.

The City Manager stated that he does not speak for the foundation, but it is his understanding that they intend to carry on after construction and completion of the facility and turn it over to the City to operate.

Commissioner Wilcox asked what is happening with the lot to the west.

The City Manager stated that it is several lots under two ownership groups, and the transfer of property has not been completed.

Commissioner Wilcox asked how big the combined set of lots is.

The City Manager stated that it is one-half of a City block.

Commissioner Wilcox asked about the plan to have a safe route to get to the Wellness Center.

The City Manager stated that the Windrider bus stops at Katie Bonnell Park five times per day, and they have had conversations with them about adding a sixth daily stop. He stated that they are also having conversations with MDT related to a resurfacing or pavement preservation project on Gallatin Street that would extend from the Bennett crossing, continue along Gallatin Street to the Wellness Center, and continue to the 5th Street crossing. This would ensure room for a bike lane and maintain sidewalks.

Commissioner Wilcox asked if there is a projected number of staff expected to run this facility.

The City Manager stated that some of those job descriptions will be released to the public for recruitment later this month or early October. In total, they budgeted for 15 full-time employees.

Commissioner Wilcox expressed that she is thankful for the donations to this facility and the equipment inside of it. She stated that the Wellness Center will contribute to the health and well-being of the community.

Chair Nootz asked about the bike lane and where that will be.

The City Manager stated that they are working with MDT to try and get a bidirectional bike lane on the south side. He stated that on the north side there is parking for residents, so they are still evaluating that.

Chair Nootz asked about the Bennett Street crossing.

The City Manager stated that they are evaluating the placement of rapid flashing beacons at the Bennett Street crossing.

Chair Nootz asked about a speed limit in that area.

The City Manager stated that it is something they are absolutely working on.

E. DISCUSSION OF OUTDOOR POOL IN MILES PARK [PG.77](#)

The City Manager stated that he added this to the agenda because they have had some public comment related to the public outdoor pool and its future operation. He wanted to give the Commission the opportunity to discuss the pool and provide direction to staff. He gave a brief presentation.

Commissioner O'Neill would like to know if the outdoor pool can be saved.

The City Manager stated that he does not possess the technical capabilities, nor does anyone on staff, to be able to answer that question. He stated that if it is the will of the Commission to see if the pool can be saved, the way to go about that would be to do an engineering assessment.

Commissioner O'Neill stated that he knows that someone has offered to run a camera through it, which might help assess whether further assessment should be done.

Chair Nootz asked for clarification on the process when public property needs to be assessed.

The City Manager stated that under the City's procurement policy, there are different ways of bringing someone in. He stated that a contract above \$50,000 does require Commission approval. He stated that a more detailed assessment of the pool would likely be more beneficial than just running a camera through the lines.

Commissioner Wilcox asked if they could see an actual estimate for a proper engineering study.

The City Manager stated that yes, they could put together a request for proposals for engineering services.

Commissioner Wilcox asked if payment for the engineering would come from the general fund.

The City Manager stated that yes, it would be the most reasonable place for funding to come from for that.

Commissioner Daniels wondered if there is an issue with the site where the pool is located since the issues being brought up now are very similar to the ones brought up in previous years going back to 1979.

The City Manager stated that there are some hydrostatic pressure issues that are brought upon by that site, which they believe aid the leak. He stated that the pool was not poured as one piece; it was poured in sections, then joined together.

Commissioner Daniels asked where the water is going that is leaking from the pool.

The City Manager stated that they periodically do testing out at the end of Freshman Creek, and they are not picking up chlorine at levels that they might expect. He stated that their guess is that it is just going down into the alluvial aquifer that runs underneath the area.

Chair Nootz asked if the City had staff that could run cameras through water lines.

The City Manager stated yes.

Chair Nootz asked what a certified pool operator is.

The City Manager stated that it is a state-provided test and deals with chlorination and disinfectants of the pool and safe operations of the pool.

Public Works Director Holmes stated that it is the safety, sanitation, and regulatory compliance, functionality, and maintenance of public swimming pools.

The City Manager stated that the circulation system for the pool has not been working for many years, but the leak in the pool allows us to refill it at about 1,000 gallons per hour, which is what creates circulation. So, without the leak, they would have to fix the circulation system, which has been an issue known since 1979.

Chair Nootz asked if the pool really impacts the day-to-day work of Public Works in the summer when it's open.

The City Manager stated that operating the pool is no small feat for the Parks Division of Public Works.

Chair Nootz asked how many gallons the reservoir holds and where the water comes from that fills the pool.

The City Manager stated that we have a little over 3 million gallons of reservoir space. He stated that as a community, we can use 4 million gallons of water in a day. He stated that all of the pool water is our drinking water, so it does come from those reservoirs.

Public comment was offered by:

- Patricia Grabow gave a suggestion of someone to use to look at the pool. She expressed thoughts that the pool should be saved.
- Victoria Bell expressed thoughts that the pool should be saved.
- Ellen Collins stated that it is important to kids to swim in an outdoor pool.
- Melanie Maganias gave thoughts in the pool.
- Linda Mahr expressed that it would be important to get an assessment to see what it would take to keep the pool open.
- Denise Fischer expressed that it seems like a waste of money for an assessment when they just got one in the presentation that shows the loss.
- Nicole Maher expressed thoughts that it is not a good idea to keep the pool going.
- Quentin Schwarz expressed understanding of how much it would take to keep the pool running, but pointed out that it's not being taken away without being replaced in some way elsewhere.
- Commenter stated that this is an emotional topic but understands how much money the City is losing to keep the pool running.
- Kiersten Holycross expressed understanding how important the City pool has been to the community but also understands the cost and loss to keep it open.
- Becky Bird expressed being emotional about the pool closing, but stated that this is a great example of deferred maintenance.
- Audrey Winfrey expressed that the pool as an asset and is needed in the community.
- Jack Luther expressed that it would be good to get an assessment to see what it would take to maintain the pool.
- Brooklyn Wilde wondered what it would take to keep the pool open.
- Jordan Ballinger expressed understanding of the emotional weight of pool but encouraged everyone to think logically about the financials.
- Tammy Lewis stated that she believes the outdoor pool has ended its life cycle.
- David Fuentes stated that it is a misuse of water to keep the outdoor pool open.

Chair Nootz asked about the cost to decommission the pool, and the role of reserves in municipal finance.

The City Manager stated that they have not received an estimate from a private contractor regarding the cost of removal. He stated that he spoke with the Public Works Director, and that would be a project that could be accomplished in-house. He stated that as for reserves, the City does maintain a fund balance, and the current budget does include an approximate 26% reserve level.

Vice Chair Willich asked how much the utility bill would be on the water lost through the leak in the pool per month.

Public Works Director Holmes stated that it would be \$10,482 a month.

Chair Nootz asked what departments rely on the general fund.

The City Manager stated the largest use of the general fund is Livingston Fire and Rescue, and the second largest is the Livingston Police Department. After that is Rec, then the Parks Division, and City Hall departments.

Commissioner O'Neill stated that he would like to see what it would take to repair the pool.

Commissioner Wilcox wondered if an RFP to get an estimate on what it would take to keep the pool open is worth even doing because if they find out they are just going to have to close it anyway, then they are out taxpayer dollars for the assessment. She understands and respects the emotion behind folks wanting to keep the pool.

Commissioner Daniels stated that she understands the emotional side of this, but they do have a fiscal responsibility to do the right thing. She stated that she struggles with even wanting to do the assessment because she understands the cost of repair will be astronomical, and the City would likely choose to not pay for the repairs at that point.

Vice Chair Willich stated that he loves the outdoor pool, but they do have a financial obligation to the City of Livingston. He stated that this pool has lived well beyond its lifespan.

Chair Nootz stated that she believes Public Works staff and Commissioners that came before her when they say that the pool is in bad shape. She is having a hard time justifying an assessment. She reminded everyone that if they pay the money for the assessment, that it is being used from the general fund and will be taken away from a department like police and fire. She reminded the Commission that the outdoor pool is not on their priority list.

Commissioner O'Neill would like to see an assessment done or a camera run through the lines so they can say for sure if it could be fixed or not.

Commissioner Wilcox suggested putting a pause on this item since this doesn't need to be decided on right away. She would like to give folks the opportunity to watch tonight's meeting and give more feedback, then go from there.

Commissioner Daniels stated that it is not feasible to do a study. She stated they have heard the facts about the state of the pool. She would like the community to bring forward other ideas of what could be done with that space.

Vice Chair Willich stated that there is no reason not to trust the staff that are bringing forward the issues of the outdoor pool and showing that it is at the end of its life. He feels that they should do their due diligence and show the public that it is beyond saving, but understands they don't have to make any decisions tonight.

Chair Nootz expressed that the pool is like a colander because it has so many issues.

Public Works Director Holmes stated that the only thing salvageable from the pool is the diving board.

Chair Nootz reminded everyone that Public Works Director Holmes is an engineer. She stated that it is not their role as the Commission to manage staff, and it's not the Commission's role to select people they know for certain projects. She doesn't think the pool is fixable or savable.

The City Manager stated that they will leave the pool as is for now, secure it, and make sure it is not a public safety hazard. They will work with the community to figure out what they want to do with that location.

Commissioner O'Neill motioned for a 5-minute break, seconded by Commissioner Daniels. Unanimously approved.

F. DISCUSSION AND DIRECTION TO STAFF REGARDING TOWN HALL MEETING [PG.81](#)

The City Manager stated that at the Commission work session in January, communications were one of their priorities. He is hoping to talk about the logistics of Town Halls and when, location, and topic.

Chair Nootz asked about what staff is working on and if something they are working on would be helpful to have a Town Hall about.

The City Manager stated that the Veteran's Memorial is a good one; also, there is an invasive bass species issue in the Lagoon.

Commissioner Daniels would like to stick to the priority list for a topic.

Commissioner Wilcox liked the idea of the Growth Policy for a topic.

Vice Chair Willich gave the idea of disaster prep, community wildfire protection, and an evacuation plan.

The City Manager stated that, in his opinion, the Town Halls are best used to solicit information from the community on how they would like to see a certain situation move forward.

Chair Nootz stated that the options she is leaning towards are the Veteran's Memorial, Growth Policy, and URA plan.

The City Manager stated that the URA plan is coming back before the Commission in October.

Commissioner Daniels asked what the timeframe is for the next Town Hall.

The City Manager stated that they could shoot for the second week in October.

Commissioner Daniels stated that with Veterans Day coming up, it might be a good time to talk about the Veteran's Memorial.

Commissioners decided on October 27th with the topic of the Veteran's Memorial.

The City Manager stated that they would likely reach out to MSU Extension to help facilitate the Town Hall.

Chair Nootz asked the City Manager to ensure partners for this topic are invited. She liked having a hard stop time for the last one.

Commissioners decided on a 2-hour timeframe from 5:30 p.m. to 7:30 p.m. They want to include snacks, a kid-friendly area, and more back-and-forth dialogue with the public.

G. CLOSED SESSION TO DISCUSS LEGAL STRATEGY PURSUANT TO MCA 2-3-203(4)(a)

City Commission did not enter closed session.

9. City Manager Comment

The City Manager stated that the City has several projects happening in the vicinity of the Bennett Street crossing over the next few weeks. Bennett Street water loop and the placement of concrete crossing panels on the Bennett Street crossing. He wanted to remind the community to use alternate routes during these projects.

10. City Commission Comments

Commissioner O'Neill thanked everyone for a good meeting.

Commissioner Wilcox thanked everyone for a good meeting and appreciated everyone's patience.

Commissioner Daniels thanked everyone for a good meeting. She is hoping that moving forward, the community can come together. She is excited about the Veteran's Memorial discussion.

Vice Chair Willich thanked everyone for a good meeting.

Chair Nootz thanked David Fuentes for his comment tonight. She stated that there has been a lot of misinformation going around and she does not believe that City staff should be subject to personal or public attacks. She reminded everyone that the City Commission is not the judicial branch.

11. Adjournment

10:30pm Vice Chair Willich motioned to adjourn, seconded by Commissioner O'Neill. Unanimously approved.

Notice

- **Public Comment:** The public can speak about an item on the agenda during discussion of that item by coming up to the table or podium, signing-in, and then waiting to be recognized by the Chair. Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).

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

- **Meeting Recording:** An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Clerk. The City does not warrant the audio and/or video recording as to content, quality, or clarity.
- **Special Accommodation:** If you need special accommodations to attend or participate in City meetings, please contact the City Clerk at least 24 hours in advance of the specific meeting you are planning on attending.

File Attachments for Item:

B. APPROVAL OF CLAIMS PAID 9/10/26 - 9/30/26

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
406 VINYL ART							
10007	406 VINYL ART	2026.09	EMS (27) UNIFORM LOGO/APPL	09/13/2026	432.00	432.00	09/17/2026
Total 406 VINYL ART:					432.00	432.00	
AAA CLEANING							
3727	AAA CLEANING	13	CLEANING SERVICES - AUGUS	09/10/2026	156.25	156.25	09/17/2026
3727	AAA CLEANING	13	CLEANING SERVICES - AUGUS	09/10/2026	156.25	156.25	09/17/2026
3727	AAA CLEANING	13	CLEANING SERVICES - AUGUS	09/10/2026	156.25	156.25	09/17/2026
3727	AAA CLEANING	13	CLEANING SERVICES - AUGUS	09/10/2026	156.25	156.25	09/17/2026
3727	AAA CLEANING	14	CLEANING SERVICES - AUGUS	09/10/2026	2,600.00	2,600.00	09/17/2026
3727	AAA CLEANING	15	CLEANING SERVICES - AUGUS	09/10/2026	3,250.00	3,250.00	09/17/2026
Total AAA CLEANING:					6,475.00	6,475.00	
ADAMS, MICHAEL P.							
10008	ADAMS, MICHAEL P.	TK2026-0127	BALIFF	09/02/2026	140.00	140.00	09/10/2026
Total ADAMS, MICHAEL P.:					140.00	140.00	
ADVANCED TECHNOLOGY PRODUCTS, INC							
3357	ADVANCED TECHNOLOGY PRO	45685	LIQUID CHLORINE/ACID MAGIC	07/28/2026	7,795.00	7,795.00	09/17/2026
Total ADVANCED TECHNOLOGY PRODUCTS, INC:					7,795.00	7,795.00	
AMERIGAS							
10002	AMERIGAS	3193287385	TANK RENTAL - 8/1/26-7/31/27	08/31/2026	129.73	129.73	09/10/2026
10002	AMERIGAS	3193287817	FIXED TANK RENT - 8/1/26-07/3	08/31/2026	148.71	148.71	09/10/2026
10002	AMERIGAS	3193465523	PROPANE	09/04/2026	1,097.93	1,097.93	09/10/2026
Total AMERIGAS:					1,376.37	1,376.37	
BARNES & THORNBURG, LLP							
3660	BARNES & THORNBURG, LLP	3636960	LEGAL SERVICES - VISTA VIEW	09/15/2026	27,500.00	27,500.00	09/24/2026
Total BARNES & THORNBURG, LLP:					27,500.00	27,500.00	
BELGRADE SALES AND SERVICE							
10004	BELGRADE SALES AND SERVIC	361821	BELTS - CUTTER DECK	09/02/2026	277.00	277.00	09/17/2026
Total BELGRADE SALES AND SERVICE:					277.00	277.00	
BIG BRAND TIRE & SERVICE							
10008	BIG BRAND TIRE & SERVICE	2205-1031651	2017 FORD POLICE INTERCEPT	09/11/2026	180.53	180.53	09/17/2026
Total BIG BRAND TIRE & SERVICE:					180.53	180.53	
BIG SKY FIRE EQUIPMENT							
3	BIG SKY FIRE EQUIPMENT	0506918	FIRE - OPS - MSA GAS METER	09/08/2026	524.08	524.08	09/17/2026
Total BIG SKY FIRE EQUIPMENT:					524.08	524.08	
BOUND TREE MEDICAL, LLC							
2662	BOUND TREE MEDICAL, LLC	86343656	EMS PT SUPPLIES	09/03/2026	954.10	954.10	09/17/2026
Total BOUND TREE MEDICAL, LLC:					954.10	954.10	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
BTM TRUCKING INC.							
10007	BTM TRUCKING INC.	3723	I & I PROJECT - HAUL OFF MAT	08/24/2026	6,825.00	6,825.00	09/17/2026
10007	BTM TRUCKING INC.	3737	I & I PROJECT - HAUL OFF MAT	09/02/2026	2,670.00	2,670.00	09/17/2026
10007	BTM TRUCKING INC.	3750	I & I PROJECT - HAUL OFF MAT	09/08/2026	962.50	962.50	09/17/2026
Total BTM TRUCKING INC.:					10,457.50	10,457.50	
CANON FINANCIAL SERVICES, INC							
1747	CANON FINANCIAL SERVICES, I	43895405	COPIER - CONTRACT - 09/01/20	09/11/2026	45.70	45.70	09/24/2026
1747	CANON FINANCIAL SERVICES, I	43895405	COPIER - CONTRACT - 09/01/20	09/11/2026	45.70	45.70	09/24/2026
1747	CANON FINANCIAL SERVICES, I	43895405	COPIER - CONTRACT - 09/01/20	09/11/2026	45.70	45.70	09/24/2026
1747	CANON FINANCIAL SERVICES, I	43895405	COPIER - CONTRACT - 09/01/20	09/11/2026	45.70	45.70	09/24/2026
Total CANON FINANCIAL SERVICES, INC:					182.80	182.80	
CARQUEST AUTO PARTS							
23	CARQUEST AUTO PARTS	1912-676511	2013 SILVERADO - LED ULTRA	08/19/2026	108.75	108.75	09/24/2026
23	CARQUEST AUTO PARTS	1912-676513	2013 SILVERADO - LED ULTRA L	08/19/2026	49.00-	49.00-	09/24/2026
23	CARQUEST AUTO PARTS	1912-676716	ICON WIPER BLADES/BUG REM	08/21/2026	188.39	188.39	09/24/2026
23	CARQUEST AUTO PARTS	1912-677125	ROD	08/26/2026	31.34	31.34	09/24/2026
23	CARQUEST AUTO PARTS	1912-677126	GLASS CLEANER/BRAKE CLEA	08/26/2026	199.51	199.51	09/24/2026
23	CARQUEST AUTO PARTS	1912-677879	BEAM 22" WIPER BLADES/10W3	09/03/2026	159.29	159.29	09/24/2026
23	CARQUEST AUTO PARTS	1912-677882	BRAKE LINE 3/16	09/03/2026	4.68	4.68	09/24/2026
23	CARQUEST AUTO PARTS	1912-678239	LITHIUM JUMP STARTER	09/08/2026	103.99	103.99	09/24/2026
23	CARQUEST AUTO PARTS	1912-678239	LITHIUM JUMP STARTER	09/08/2026	103.00	103.00	09/24/2026
23	CARQUEST AUTO PARTS	1912-678506	DIESEL EXHAUST FLUID - MEDI	09/11/2026	28.48	28.48	09/24/2026
23	CARQUEST AUTO PARTS	1912-678975	WIPER BLADES	09/17/2026	456.73	456.73	09/24/2026
Total CARQUEST AUTO PARTS:					1,335.16	1,335.16	
CENTURYLINK							
162	CENTURYLINK	800296580	MANAGE 9-1-1 - AUGUST 2026	09/01/2026	417.45	417.45	09/10/2026
Total CENTURYLINK:					417.45	417.45	
CITY OF LIVINGSTON							
131	CITY OF LIVINGSTON	1012100 2026.	PUBLIC LIBRARY UTILITES - AU	08/01/2026	554.76	554.76	09/17/2026
Total CITY OF LIVINGSTON:					554.76	554.76	
CIVICPLUS							
10000	CIVICPLUS	387243	ONLINE CODE HOSTING/MUNI	09/15/2026	2,934.41	2,934.41	09/17/2026
Total CIVICPLUS:					2,934.41	2,934.41	
COMDATA							
2671	COMDATA	IB986/2044602	BZR70 - LIBRARY FUEL AUG 20	09/01/2026	203.74	203.74	09/10/2026
2671	COMDATA	XW660/204460	XW660 - FIRE FUEL - AUGUST	09/01/2026	325.84	325.84	09/17/2026
2671	COMDATA	XW660/204460	XW660 - EMS FUEL - AUGUST 2	09/01/2026	2,522.95	2,522.95	09/17/2026
2671	COMDATA	XW660/204460	XW660 - MOBILE CRISIS RESP	09/01/2026	335.38	335.38	09/17/2026
2671	COMDATA	XW716/204460	CG72P - FUEL - AUGUST 2026	09/01/2026	5,309.06	5,309.06	09/10/2026
2671	COMDATA	XW716/204460	CG72R - FUEL - AUGUST 2026	09/01/2026	248.83	248.83	09/10/2026
2671	COMDATA	XW716/204460	CG72R - FUEL - AUGUST 2026	09/01/2026	40.45	40.45	09/10/2026
2671	COMDATA	XW716/204460	CG73C - FUEL - AUGUST 2026	09/01/2026	1,200.32	1,200.32	09/10/2026
2671	COMDATA	XW716/204460	CG73H - FUEL - AUGUST 2026	09/01/2026	65.11	65.11	09/10/2026
2671	COMDATA	XW716/204460	CG73L - FUEL - AUGUST 2026	09/01/2026	271.06	271.06	09/10/2026
2671	COMDATA	XW716/204460	CG73L - FUEL - AUGUST 2026	09/01/2026	27.81	27.81	09/10/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2671	COMDATA	XW716/204460	CG73S - FUEL - AUGUST 2026	09/01/2026	1,180.70	1,180.70	09/10/2026
2671	COMDATA	XW716/204460	CG73S - FUEL - AUGUST 2026	09/01/2026	100.00	100.00	09/10/2026
2671	COMDATA	XW716/204460	CG74G - FUEL - AUGUST 2026	09/01/2026	703.35	703.35	09/10/2026
2671	COMDATA	XW717/204460	CG72S - FUEL AUGUST 2026	09/01/2026	2,849.10	2,849.10	09/10/2026
Total COMDATA:					15,383.70	15,383.70	
COMPETITIVE TIMING LLC							
10007	COMPETITIVE TIMING LLC	5515	TIMING SERVICE - NIGHT OWL	09/11/2026	1,090.00	1,090.00	09/24/2026
Total COMPETITIVE TIMING LLC:					1,090.00	1,090.00	
CULLIGAN OF BOZEMAN							
10000	CULLIGAN OF BOZEMAN	571X11338305	WRF - COMMERCIAL PARTS	08/31/2026	22.00	22.00	09/17/2026
Total CULLIGAN OF BOZEMAN:					22.00	22.00	
DANIEL BOTELER WELDING, INC							
10009	DANIEL BOTELER WELDING, IN	1720	FABRICATE BENCH FRAMES	09/18/2026	2,550.00	2,550.00	09/24/2026
Total DANIEL BOTELER WELDING, INC:					2,550.00	2,550.00	
DEMCO INC							
199	DEMCO INC	7845061	LIBRARY SUPPLIES	08/21/2026	251.19	251.19	09/10/2026
Total DEMCO INC:					251.19	251.19	
DEPARTMENT OF REVENUE							
122	DEPARTMENT OF REVENUE	2026_09MM&C	VIEW VISTA	09/08/2026	961.56	961.56	09/14/2026
122	DEPARTMENT OF REVENUE	2026_09MM&C	VIEW VISTA	09/08/2026	1,310.68	1,310.68	09/14/2026
Total DEPARTMENT OF REVENUE:					2,272.24	2,272.24	
DOOR TECH							
10002	DOOR TECH	251794	FIRE - OVERHEAD DOOR REPAI	08/21/2026	1,166.24	1,166.24	09/10/2026
Total DOOR TECH:					1,166.24	1,166.24	
ENCODE CORPORATION							
1548	ENCODE CORPORATION	49827	COIL CLEANER	09/01/2026	69.57	69.57	09/10/2026
Total ENCODE CORPORATION:					69.57	69.57	
ENERGY LABORATORIES, INC.							
424	ENERGY LABORATORIES, INC.	813337	WATER ANALYSIS PARAMETER	09/17/2026	304.00	304.00	09/24/2026
Total ENERGY LABORATORIES, INC.:					304.00	304.00	
ER MECHANICAL							
10007	ER MECHANICAL	2026.09.14	A/C REPAIR & FURNACE REPAI	09/14/2026	453.50	453.50	09/17/2026
10007	ER MECHANICAL	2026.09.14	A/C REPAIR & FURNACE REPAI	09/14/2026	453.50	453.50	09/17/2026
10007	ER MECHANICAL	2026.09.14	A/C REPAIR & FURNACE REPAI	09/14/2026	453.50	453.50	09/17/2026
10007	ER MECHANICAL	2026.09.14	A/C REPAIR & FURNACE REPAI	09/14/2026	453.50	453.50	09/17/2026
Total ER MECHANICAL:					1,814.00	1,814.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
FEDEX							
10007	FEDEX	AB66779749	GROUND SERVICES	08/24/2026	198.00	198.00	09/10/2026
Total FEDEX:					198.00	198.00	
FISHER'S TECHNOLOGY							
10008	FISHER'S TECHNOLOGY	1722126	COPIER CONTRACT - 9/5/26-10/	09/04/2026	23.45	23.45	09/17/2026
10008	FISHER'S TECHNOLOGY	1722126	COPIER CONTRACT - 9/5/26-10/	09/04/2026	23.45	23.45	09/17/2026
10008	FISHER'S TECHNOLOGY	1722126	COPIER CONTRACT - 9/5/26-10/	09/04/2026	23.45	23.45	09/17/2026
10008	FISHER'S TECHNOLOGY	1722126	COPIER CONTRACT - 9/5/26-10/	09/04/2026	23.45	23.45	09/17/2026
Total FISHER'S TECHNOLOGY:					93.80	93.80	
FOUR CORNERS RECYCLING, LLC							
2919	FOUR CORNERS RECYCLING,	6139	PULL FEES/PROCESSING FEES	08/28/2026	8,846.60	8,846.60	09/17/2026
2919	FOUR CORNERS RECYCLING,	CM6139	CREDIT PULL FEES/PROCESSI	08/28/2026	3,858.30-	3,858.30-	09/17/2026
Total FOUR CORNERS RECYCLING, LLC:					4,988.30	4,988.30	
GENERAL DISTRIBUTING COMPANY							
1845	GENERAL DISTRIBUTING COM	0001676731	EMS PT SUPPLIES - NITROUS	08/31/2026	228.18	228.18	09/17/2026
Total GENERAL DISTRIBUTING COMPANY:					228.18	228.18	
HANSER'S WRECKER LIVINGSTON, INC							
1687	HANSER'S WRECKER LIVINGST	LIV7793	LAW ENFORCEMENT TOW	09/04/2026	150.00	150.00	09/10/2026
1687	HANSER'S WRECKER LIVINGST	LIV7806	CODE ENFORCEMENT TOW	09/15/2026	100.00	100.00	09/24/2026
1687	HANSER'S WRECKER LIVINGST	LIV7857	CODE ENFORCEMENT TOW	09/08/2026	100.00	100.00	09/10/2026
1687	HANSER'S WRECKER LIVINGST	LIV7858	CODE ENFORCEMENT TOW	09/08/2026	100.00	100.00	09/10/2026
Total HANSER'S WRECKER LIVINGSTON, INC:					450.00	450.00	
HAWKINS, INC							
470	HAWKINS, INC	7565743	CLORINE CYLINDERS	09/15/2026	50.00	50.00	09/24/2026
Total HAWKINS, INC:					50.00	50.00	
HORIZON AUTO PARTS							
1920	HORIZON AUTO PARTS	067897	BARREL PUMP	09/03/2026	70.99	70.99	09/17/2026
Total HORIZON AUTO PARTS:					70.99	70.99	
INDUSTRIAL COMM & ELEC OF BOZEMAN							
3455	INDUSTRIAL COMM & ELEC OF	35801	AUDIO CHECKS	08/31/2026	216.00	216.00	09/10/2026
Total INDUSTRIAL COMM & ELEC OF BOZEMAN:					216.00	216.00	
KELLEY CREATE							
10006	KELLEY CREATE	42881490	AGREEMENT - 112-1689019-000	08/31/2026	115.42	115.42	09/10/2026
10006	KELLEY CREATE	IN2438930	CIVIC CENTER - 8/9/26-9/8/26	09/09/2026	94.40	94.40	09/10/2026
10006	KELLEY CREATE	IN2440803	FINANCE - HP COLOR LASERJE	09/10/2026	1,929.15	1,929.15	09/17/2026
10006	KELLEY CREATE	IN2451568	JH13670-4 - COPIER CONTRAC	09/22/2026	48.00	48.00	09/24/2026
Total KELLEY CREATE:					2,186.97	2,186.97	
KEN'S EQUIPMENT REPAIR, INC							
1390	KEN'S EQUIPMENT REPAIR, IN	66930	G-2 - WINDOW REGULATOR/PR	07/28/2026	1,006.15	1,006.15	09/17/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1390	KEN'S EQUIPMENT REPAIR, IN	67016	G-2 - OIL COOLER REPLACEME	08/13/2026	2,875.25	2,875.25	09/17/2026
1390	KEN'S EQUIPMENT REPAIR, IN	67017	G-2 - CONTROL MODULE/SWIT	08/13/2026	1,030.45	1,030.45	09/17/2026
1390	KEN'S EQUIPMENT REPAIR, IN	67018	G-2 - GRIPPER PIVOT BEARING	08/13/2026	1,885.35	1,885.35	09/17/2026
1390	KEN'S EQUIPMENT REPAIR, IN	67027	G-1 - ROAD SERVICE/MODULE	08/07/2026	1,205.45	1,205.45	09/17/2026
1390	KEN'S EQUIPMENT REPAIR, IN	67044	SUSPENSION STABILIZER/STR	08/18/2026	798.50	798.50	09/17/2026
1390	KEN'S EQUIPMENT REPAIR, IN	67074	G-2 - TAILGATE PIN & ROLLER	08/20/2026	130.00	130.00	09/17/2026
1390	KEN'S EQUIPMENT REPAIR, IN	67091	YELLOW PETE # 4903 - POWER	08/24/2026	195.00	195.00	09/17/2026
Total KEN'S EQUIPMENT REPAIR, INC:					9,126.15	9,126.15	
KENYON NOBLE							
776	KENYON NOBLE	102066	CREDIT ON ACCOUNT	09/01/2026	35.99-	35.99-	09/10/2026
776	KENYON NOBLE	1460729	HEX BOLTS	08/13/2026	10.76	10.76	09/10/2026
776	KENYON NOBLE	1461841	FASTENERS - SCREWS RIVETS	08/13/2026	27.12	27.12	09/10/2026
776	KENYON NOBLE	1467146	POT & PAN DISH SOAP - 2 GAL	08/17/2026	43.98	43.98	09/10/2026
776	KENYON NOBLE	1472540	(13) LAG SCREW EYE	08/19/2026	26.87	26.87	09/10/2026
776	KENYON NOBLE	1483973	PREMIX CONCRETE	08/26/2026	294.71	294.71	09/10/2026
776	KENYON NOBLE	1486698	PREMIX CONCRETE	08/27/2026	107.80	107.80	09/10/2026
776	KENYON NOBLE	1487027	WAFERBOARD	08/27/2026	53.97	53.97	09/17/2026
776	KENYON NOBLE	1492588	REBAR DEMON BITS	08/31/2026	31.48	31.48	09/17/2026
776	KENYON NOBLE	1502146	CLARENCE WELL DOOR REPAI	09/04/2026	57.98	57.98	09/17/2026
776	KENYON NOBLE	1506125	SEALANT/HOOK KNIFE/SCRAP	09/08/2026	124.44	124.44	09/17/2026
776	KENYON NOBLE	1507317	CHAIN SAW REPLACEMENT/SU	09/08/2026	76.26	76.26	09/17/2026
776	KENYON NOBLE	1512791	SPRAY PAINT/BATTERIES	09/11/2026	17.98	17.98	09/17/2026
776	KENYON NOBLE	1521245	1"X5.5" - 16' PEBBLE CRAY SQ	09/16/2026	327.80	327.80	09/24/2026
Total KENYON NOBLE:					1,165.16	1,165.16	
KNIFE RIVER							
8	KNIFE RIVER	1017143	3/4" PLANT MIX	09/02/2026	440.04	440.04	09/17/2026
8	KNIFE RIVER	1019664	3/4 PLANT MIX	09/16/2026	942.40	942.40	09/24/2026
Total KNIFE RIVER:					1,382.44	1,382.44	
KOSEL, DANIEL A.							
10009	KOSEL, DANIEL A.	DK-082826	LIVE MUSIC PERFORMANCE - 9	08/28/2026	400.00	400.00	09/17/2026
Total KOSEL, DANIEL A.:					400.00	400.00	
LASHINSKI, DANIEL							
10003	LASHINSKI, DANIEL	2026.08.09	CIT INT CONF PER DIEM/LODGI	08/09/2026	1,333.56	1,333.56	09/10/2026
Total LASHINSKI, DANIEL:					1,333.56	1,333.56	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	4120624	(3) 5 GAL WATER/(3) CREDIT W	09/01/2026	31.50	31.50	09/24/2026
2830	LEHRKIND'S COCA-COLA	4120635	(2) 5 GAL WATER/(2) CREDIT W	09/01/2026	21.50	21.50	09/24/2026
2830	LEHRKIND'S COCA-COLA	4120636	(2) 5 GAL WATER/(2) CREDIT W	09/01/2026	21.00	21.00	09/24/2026
2830	LEHRKIND'S COCA-COLA	4120792	(2) 5 GAL WATER/(2) CREDIT W	09/15/2026	21.00	21.00	09/24/2026
2830	LEHRKIND'S COCA-COLA	4120798	(4) 5 GAL WATER/(5) CREDIT W	09/15/2026	37.00	37.00	09/24/2026
2830	LEHRKIND'S COCA-COLA	4120799	(3) 5 GAL WATER/(3) CREDIT W	09/15/2026	31.50	31.50	09/24/2026
Total LEHRKIND'S COCA-COLA:					163.50	163.50	
LIVINGSTON ACE HARDWARE - #122005							
26	LIVINGSTON ACE HARDWARE -	I60049	DRAIN CAP/CABLE TIES/CONS	08/26/2026	27.97	27.97	09/24/2026
26	LIVINGSTON ACE HARDWARE -	I62288	FASTENERS	08/31/2026	5.94	5.94	09/24/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
26	LIVINGSTON ACE HARDWARE -	I62922	PVC - ELBOWS	09/01/2026	20.57	20.57	09/24/2026
26	LIVINGSTON ACE HARDWARE -	I62960	WASP & HORNET FOAM	09/01/2026	11.98	11.98	09/24/2026
26	LIVINGSTON ACE HARDWARE -	I64283	STIHL AIR FILTER	09/04/2026	12.49	12.49	09/24/2026
26	LIVINGSTON ACE HARDWARE -	I66197	ROLLERS/BRUSHES/TRAY/TRA	09/08/2026	106.10	106.10	09/24/2026
26	LIVINGSTON ACE HARDWARE -	I66525	FASTENERS	09/08/2026	41.46	41.46	09/24/2026
26	LIVINGSTON ACE HARDWARE -	I67190	DAWN REFRESH	09/10/2026	19.96	19.96	09/24/2026
26	LIVINGSTON ACE HARDWARE -	I67412	BROOM HANDLE/PAINT ROLLE	09/10/2026	65.44	65.44	09/24/2026
26	LIVINGSTON ACE HARDWARE -	I69847	STARTER ROPE	09/15/2026	1.00	1.00	09/24/2026
26	LIVINGSTON ACE HARDWARE -	I71312	FASTENERS	09/18/2026	3.98	3.98	09/24/2026
26	LIVINGSTON ACE HARDWARE -	X91331	HAMMER DRILL BITS 1/4 X 6"	08/31/2026	8.99	8.99	09/24/2026
26	LIVINGSTON ACE HARDWARE -	X91747	SEAFOAM MOTOR TREATMENT	09/04/2026	25.98	25.98	09/24/2026
26	LIVINGSTON ACE HARDWARE -	X92003	CLOSE NIPPLE FOR WATER CU	09/08/2026	3.99	3.99	09/24/2026
26	LIVINGSTON ACE HARDWARE -	X92161	HEX L-KEY SET 22 PCS	09/10/2026	26.99	26.99	09/24/2026
Total LIVINGSTON ACE HARDWARE - #122005:					382.84	382.84	
LIVINGSTON HEALTH CARE							
55	LIVINGSTON HEALTH CARE	2026.08	MED PROF SVCS - AUGUST	09/04/2026	1,250.00	1,250.00	09/10/2026
Total LIVINGSTON HEALTH CARE:					1,250.00	1,250.00	
LOGAN LANDFILL							
10007	LOGAN LANDFILL	129055	DISPOSAL FEES	08/20/2026	1,092.00	1,092.00	09/24/2026
10007	LOGAN LANDFILL	129055	DISPOSAL FEES - I & I PROJEC	08/20/2026	9,893.00	9,893.00	09/24/2026
10007	LOGAN LANDFILL	129084	DISPOSAL FEES	08/21/2026	1,313.00	1,313.00	09/24/2026
10007	LOGAN LANDFILL	129084	DISPOSAL FEES - I & I PROJEC	08/21/2026	1,442.00	1,442.00	09/24/2026
10007	LOGAN LANDFILL	129133	DISPOSAL FEES	08/24/2026	1,203.00	1,203.00	09/24/2026
10007	LOGAN LANDFILL	129133	DISPOSAL FEES - I & I PROJEC	08/24/2026	3,857.00	3,857.00	09/24/2026
10007	LOGAN LANDFILL	129174	DISPOSAL FEES	08/25/2026	1,223.00	1,223.00	09/24/2026
10007	LOGAN LANDFILL	129174	DISPOSAL FEES - I & I PROJEC	08/25/2026	6,408.00	6,408.00	09/24/2026
10007	LOGAN LANDFILL	129205	DISPOSAL FEES	08/26/2026	1,227.00	1,227.00	09/24/2026
10007	LOGAN LANDFILL	129205	DISPOSAL FEES - I & I PROJEC	08/26/2026	165.00	165.00	09/24/2026
10007	LOGAN LANDFILL	129248	DISPOSAL FEES	08/27/2026	1,139.00	1,139.00	09/10/2026
10007	LOGAN LANDFILL	129248	DISPOSAL FEES	08/27/2026	82.00	82.00	09/10/2026
10007	LOGAN LANDFILL	129290	DISPOSAL FEES	08/28/2026	1,177.00	1,177.00	09/10/2026
10007	LOGAN LANDFILL	129345	DISPOSAL FEES	08/31/2026	1,132.00	1,132.00	09/10/2026
10007	LOGAN LANDFILL	129382	DISPOSAL FEES	09/01/2026	1,071.00	1,071.00	09/10/2026
10007	LOGAN LANDFILL	129413	DISPOSAL FEES	09/02/2026	1,743.00	1,743.00	09/10/2026
10007	LOGAN LANDFILL	129451	DISPOSAL FEES	09/03/2026	1,333.00	1,333.00	09/10/2026
10007	LOGAN LANDFILL	129485	DISPOSAL FEES	09/04/2026	1,327.00	1,327.00	09/24/2026
10007	LOGAN LANDFILL	129519	DISPOSAL FEES	09/05/2026	598.00	598.00	09/24/2026
10007	LOGAN LANDFILL	129534	DISPOSAL FEES	09/08/2026	1,288.00	1,288.00	09/24/2026
10007	LOGAN LANDFILL	129579	DISPOSAL FEES	09/09/2026	1,275.00	1,275.00	09/24/2026
10007	LOGAN LANDFILL	129615	DISPOSAL FEES	09/10/2026	1,029.00	1,029.00	09/24/2026
10007	LOGAN LANDFILL	129651	DISPOSAL FEES	09/11/2026	173.00	173.00	09/24/2026
10007	LOGAN LANDFILL	129651	DISPOSAL FEES	09/11/2026	1,331.00	1,331.00	09/24/2026
10007	LOGAN LANDFILL	129688	DISPOSAL FEES	09/12/2026	613.00	613.00	09/24/2026
10007	LOGAN LANDFILL	129716	DISPOSAL FEES	09/14/2026	87.00	87.00	09/24/2026
10007	LOGAN LANDFILL	129716	DISPOSAL FEES	09/14/2026	1,206.00	1,206.00	09/24/2026
Total LOGAN LANDFILL:					44,427.00	44,427.00	
MAIN LINE MECHANICS INC							
10007	MAIN LINE MECHANICS INC	1050	S570 - IDLER ASSEMBLY/BELT	09/03/2026	1,470.14	1,470.14	09/17/2026
10007	MAIN LINE MECHANICS INC	1058	#49-AE438 DUMP TRUCK REPAI	08/27/2026	108.51	108.51	09/24/2026
10007	MAIN LINE MECHANICS INC	1060	PUMP REPAIRS	09/09/2026	210.00	210.00	09/24/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MAIN LINE MECHANICS INC:					1,788.65	1,788.65	
MASTERCARD							
3184	MASTERCARD	2026_07 CHAB	ADOBE	08/01/2026	299.88	299.88	08/10/2026
3184	MASTERCARD	2026_07 DEM	Dispatch Keyboard for Sara Ander	08/01/2026	129.90	129.90	08/10/2026
3184	MASTERCARD	2026_07 DEM	Vases for Peggy Glass Retirement	08/01/2026	21.00	21.00	08/10/2026
3184	MASTERCARD	2026_07 DEM	LFR retirement card for Peggy Glas	08/01/2026	4.99	4.99	08/10/2026
3184	MASTERCARD	2026_07 DEM	Dispatch noise cancelling headph	08/01/2026	24.99	24.99	08/10/2026
3184	MASTERCARD	2026_07 DEM	LPD retirement card for Peggy Gla	08/01/2026	4.69	4.69	08/10/2026
3184	MASTERCARD	2026_07 DEM	Velcro for Keepsake box for Pegg	08/01/2026	13.59	13.59	08/10/2026
3184	MASTERCARD	2026_07 DEM	LPD Otter pops for NNO	08/01/2026	16.97	16.97	08/10/2026
3184	MASTERCARD	2026_07 DEM	Dispatch Paperclips	08/01/2026	17.39	17.39	08/10/2026
3184	MASTERCARD	2026_07 DEM	Dispatch Keyboard stand	08/01/2026	34.99	34.99	08/10/2026
3184	MASTERCARD	2026_07 DEM	LPD evidence lockers	08/01/2026	802.42	802.42	08/10/2026
3184	MASTERCARD	2026_07 DEM	Dispatch AUX cable for Headphon	08/01/2026	7.21	7.21	08/10/2026
3184	MASTERCARD	2026_07 DEM	Dispatch Keyboard stand return &	08/01/2026	34.99-	34.99-	08/10/2026
3184	MASTERCARD	2026_07 DEM	City temp tattoos for NNO - (did n	08/01/2026	15.94	15.94	08/10/2026
3184	MASTERCARD	2026_07 DEM	City Bubble wands & temp tattos f	08/01/2026	38.96	38.96	08/10/2026
3184	MASTERCARD	2026_07 DEM	Dispatch Keyboard stand	08/01/2026	55.91	55.91	08/10/2026
3184	MASTERCARD	2026_07 DEM	ChatGPT Subscription	08/01/2026	20.00	20.00	08/10/2026
3184	MASTERCARD	2026_07 DEM	LPD evidence lockers return	08/01/2026	802.42-	802.42-	08/10/2026
3184	MASTERCARD	2026_07 DEM	Velcro for Keepsake box for Pegg	08/01/2026	5.99	5.99	08/10/2026
3184	MASTERCARD	2026_07 DEM	Drinks for Peggy retirement party/	08/01/2026	43.93	43.93	08/10/2026
3184	MASTERCARD	2026_07 DEM	LPD 3 ring binders for Citizens Ac	08/01/2026	31.25	31.25	08/10/2026
3184	MASTERCARD	2026_07 DEM	LPD Hard cases for ticket printers	08/01/2026	89.97	89.97	08/10/2026
3184	MASTERCARD	2026_07 DEM	LPD evidence lockers	08/01/2026	243.78	243.78	08/10/2026
3184	MASTERCARD	2026_07 DEM	LPD Disposable pans for Food left	08/01/2026	22.74	22.74	08/10/2026
3184	MASTERCARD	2026_07 DEM	LPD Flowes for Peggy Glass retir	08/01/2026	119.85	119.85	08/10/2026
3184	MASTERCARD	2026_07 DEM	Dispatch folders for employee trai	08/01/2026	37.02	37.02	08/10/2026
3184	MASTERCARD	2026_07 FETT	GFOA CONFERENCE - MEALS	08/01/2026	28.89	28.89	08/10/2026
3184	MASTERCARD	2026_07 FETT	GFOA CONFERENCE - LUGGAG	08/01/2026	45.00	45.00	08/10/2026
3184	MASTERCARD	2026_07 FETT	GFOA CONFERENCE - MEALS	08/01/2026	35.01	35.01	08/10/2026
3184	MASTERCARD	2026_07 FETT	GFOA CONFERENCE - MEALS	08/01/2026	32.68	32.68	08/10/2026
3184	MASTERCARD	2026_07 FETT	GFOA CONFERENCE - LODGIN	08/01/2026	1,932.66	1,932.66	08/10/2026
3184	MASTERCARD	2026_07 FETT	GFOA CONFERENCE - MEALS	08/01/2026	13.80	13.80	08/10/2026
3184	MASTERCARD	2026_07 FETT	GFOA CONFERENCE - PARKIN	08/01/2026	105.00	105.00	08/10/2026
3184	MASTERCARD	2026_07 FETT	GFOA CONFERENCE - TRANSP	08/01/2026	57.94	57.94	08/10/2026
3184	MASTERCARD	2026_07 FETT	GFOA CONFERENCE - TRANSP	08/01/2026	10.00	10.00	08/10/2026
3184	MASTERCARD	2026_07 FETT	ENVELOPES & FOOT REST	08/01/2026	75.54	75.54	08/10/2026
3184	MASTERCARD	2026_07 FETT	PAPER TOWELS AND COFFEE	08/01/2026	98.96	98.96	08/10/2026
3184	MASTERCARD	2026_07 FETT	PAPER TOWELS AND COFFEE	08/01/2026	98.96	98.96	08/10/2026
3184	MASTERCARD	2026_07 FETT	PAPER TOWELS AND COFFEE	08/01/2026	98.96	98.96	08/10/2026
3184	MASTERCARD	2026_07 FETT	PAPER TOWELS AND COFFEE	08/01/2026	98.96	98.96	08/10/2026
3184	MASTERCARD	2026_07 FETT	OFFICE SUPPLIES	08/01/2026	208.58	208.58	08/10/2026
3184	MASTERCARD	2026_07 FETT	COMPUTER MONITOR	08/01/2026	180.49	180.49	08/10/2026
3184	MASTERCARD	2026_07 GAG	Food for Meeting	08/01/2026	65.19	65.19	08/10/2026
3184	MASTERCARD	2026_07 GAG	Monthly Subscription (Mailchimp)	08/01/2026	60.00	60.00	08/10/2026
3184	MASTERCARD	2026_07 GAG	Monthly Subscription (ChatGPT)	08/01/2026	20.00	20.00	08/10/2026
3184	MASTERCARD	2026_07 GAG	Food for Employee Appreciation	08/01/2026	1,489.25	1,489.25	08/10/2026
3184	MASTERCARD	2026_07 GAG	Monthly Subscription (zoom)	08/01/2026	40.00	40.00	08/10/2026
3184	MASTERCARD	2026_07 GAG	Annual Subscription (LinkedIn)	08/01/2026	404.93	404.93	08/10/2026
3184	MASTERCARD	2026_07 GAR	LICENSE TRAILER	08/01/2026	25.41	25.41	08/10/2026
3184	MASTERCARD	2026_07 GILB	FIRE-PR-Smk Detectors public	08/01/2026	99.99	99.99	08/10/2026
3184	MASTERCARD	2026_07 GLAS	FAX	08/01/2026	34.99	34.99	08/10/2026
3184	MASTERCARD	2026_07 GLAS	TRANSACTION FEE	08/01/2026	.31	.31	08/10/2026
3184	MASTERCARD	2026_07 GRA	postage to 22807	08/01/2026	8.22	8.22	08/10/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2026_07 GRA	Policy SWC1653036 Payment	08/01/2026	652.96	652.96	08/10/2026
3184	MASTERCARD	2026_07 GRA	postage to 98271 51503 59230	08/01/2026	19.84	19.84	08/10/2026
3184	MASTERCARD	2026_07 GRA	postage to 59068	08/01/2026	5.67	5.67	08/10/2026
3184	MASTERCARD	2026_07 GRA	postage to 35203 59230 93003	08/01/2026	13.21	13.21	08/10/2026
3184	MASTERCARD	2026_07 GRA	postage to 83835 95521 59635 59	08/01/2026	18.78	18.78	08/10/2026
3184	MASTERCARD	2026_07 GRA	(2) 8 Pack Felt Pin Board Bar Stri	08/01/2026	19.98	19.98	08/10/2026
3184	MASTERCARD	2026_07 GRA	3 5"x7" Acrylic Sign Holder with	08/01/2026	19.94	19.94	08/10/2026
3184	MASTERCARD	2026_07 GRA	postage to 98362 59230	08/01/2026	9.04	9.04	08/10/2026
3184	MASTERCARD	2026_07 GRA	Archival Mending Tape, 1" x100'	08/01/2026	37.16	37.16	08/10/2026
3184	MASTERCARD	2026_07 GRA	Clear Book Repair Tape, 1 Inch x	08/01/2026	11.95	11.95	08/10/2026
3184	MASTERCARD	2026_07 GRA	postage to 59230 59270	08/01/2026	9.74	9.74	08/10/2026
3184	MASTERCARD	2026_07 GRA	Ruled Index Cards 3"x5"; 450 S	08/01/2026	59.80	59.80	08/10/2026
3184	MASTERCARD	2026_07 GRA	postage to 592xx 84408	08/01/2026	16.04	16.04	08/10/2026
3184	MASTERCARD	2026_07 HAEF	TRAINING	08/01/2026	365.00	365.00	08/10/2026
3184	MASTERCARD	2026_07 HAR	HOTEL FOR TRAINING	08/01/2026	496.38	496.38	08/10/2026
3184	MASTERCARD	2026_07 HED	SUNSCREEN FOR TREE LETTE	08/01/2026	11.99	11.99	08/10/2026
3184	MASTERCARD	2026_07 HED	COUNTY FOR CITY CLERK EMI	08/01/2026	27.51	27.51	08/10/2026
3184	MASTERCARD	2026_07 HED	BELT	08/01/2026	48.00	48.00	08/10/2026
3184	MASTERCARD	2026_07 HED	SUNSCREEN FOR TREE LETTE	08/01/2026	19.88	19.88	08/10/2026
3184	MASTERCARD	2026_07 HED	MOUSE TRAPS	08/01/2026	15.98	15.98	08/10/2026
3184	MASTERCARD	2026_07 HOFF	Reimbursed by County	08/01/2026	375.00	375.00	08/10/2026
3184	MASTERCARD	2026_07 HOL	GIFT CARD	08/01/2026	100.00	100.00	08/10/2026
3184	MASTERCARD	2026_07 LEMB	OFFICE SUPPLIES	08/01/2026	1.29	1.29	08/10/2026
3184	MASTERCARD	2026_07 LEMB	OFFICE SUPPLIES	08/01/2026	1.29	1.29	08/10/2026
3184	MASTERCARD	2026_07 LEMB	OFFICE SUPPLIES	08/01/2026	1.29	1.29	08/10/2026
3184	MASTERCARD	2026_07 LEMB	OFFICE SUPPLIES	08/01/2026	1.29	1.29	08/10/2026
3184	MASTERCARD	2026_07 LEMB	OFFICE SUPPLIES	08/01/2026	1.29	1.29	08/10/2026
3184	MASTERCARD	2026_07 LEMB	FIRE NOZZLE/HOSE REEL	08/01/2026	317.87	317.87	08/10/2026
3184	MASTERCARD	2026_07 LEMB	OFFICE SUPPLIES	08/01/2026	39.05	39.05	08/10/2026
3184	MASTERCARD	2026_07 LEMB	OFFICE SUPPLIES	08/01/2026	48.25	48.25	08/10/2026
3184	MASTERCARD	2026_07 LEMB	SHOP SUPPLIES	08/01/2026	31.30	31.30	08/10/2026
3184	MASTERCARD	2026_07 LEMB	SHOP SUPPLIES	08/01/2026	31.30	31.30	08/10/2026
3184	MASTERCARD	2026_07 LEMB	TRAINING	08/01/2026	216.33	216.33	08/10/2026
3184	MASTERCARD	2026_07 LEMB	TRAINING	08/01/2026	216.33	216.33	08/10/2026
3184	MASTERCARD	2026_07 LEMB	TRAINING	08/01/2026	216.34	216.34	08/10/2026
3184	MASTERCARD	2026_07 LEMB	SHOP SUPPLIES	08/01/2026	141.00	141.00	08/10/2026
3184	MASTERCARD	2026_07 LEMB	SHOP SUPPLIES	08/01/2026	141.00	141.00	08/10/2026
3184	MASTERCARD	2026_07 LEMB	BATTERY CHARGER	08/01/2026	122.79	122.79	08/10/2026
3184	MASTERCARD	2026_07 LEMB	SHOP SUPPLIES	08/01/2026	28.46	28.46	08/10/2026
3184	MASTERCARD	2026_07 LEMB	SHOP SUPPLIES	08/01/2026	28.47	28.47	08/10/2026
3184	MASTERCARD	2026_07 LEMB	TRAILER JACK/INLET SOCKET	08/01/2026	42.62	42.62	08/10/2026
3184	MASTERCARD	2026_07 MILL	FLIGHT FOR CIT CONFERENCE	08/01/2026	662.40	662.40	08/10/2026
3184	MASTERCARD	2026_07 MILL	WEIGHTED BLANKET	08/01/2026	140.58	140.58	08/10/2026
3184	MASTERCARD	2026_07 MILL	EARPLUGS	08/01/2026	99.80	99.80	08/10/2026
3184	MASTERCARD	2026_07 MILL	FLIGHT FOR CIT CONFERENCE	08/01/2026	708.48	708.48	08/10/2026
3184	MASTERCARD	2026_07 MILL	BAGGAGE	08/01/2026	45.00	45.00	08/10/2026
3184	MASTERCARD	2026_07 MILL	BAGGAGE	08/01/2026	45.00	45.00	08/10/2026
3184	MASTERCARD	2026_07 MILL	FLIGHT INSURANCE	08/01/2026	47.75	47.75	08/10/2026
3184	MASTERCARD	2026_07 MILL	CIT CONFERENCE	08/01/2026	485.00	485.00	08/10/2026
3184	MASTERCARD	2026_07 MILL	USB-C TO HDMI	08/01/2026	28.79	28.79	08/10/2026
3184	MASTERCARD	2026_07 MILL	SCRIBE	08/01/2026	85.00	85.00	08/10/2026
3184	MASTERCARD	2026_07 MILL	EHR SYSTEM	08/01/2026	636.25	636.25	08/10/2026
3184	MASTERCARD	2026_07 MILL	TABLE CLOTHS	08/01/2026	279.99	279.99	08/10/2026
3184	MASTERCARD	2026_07 MILL	TRANSACTION FEE	08/01/2026	.54	.54	08/10/2026
3184	MASTERCARD	2026_07 MILL	SLIDO - CITICON26	08/01/2026	60.00	60.00	08/10/2026
3184	MASTERCARD	2026_07 PIER	FIRE-Ops-E1 K12 saw strap	08/01/2026	85.95	85.95	08/10/2026
3184	MASTERCARD	2026_07 PURK	MEDWRITE	08/01/2026	3,734.79	3,734.79	08/10/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2026_07 PURK	E-FILE 941	08/01/2026	5.95	5.95	08/10/2026
3184	MASTERCARD	2026_07 PURK	CASELLE CONFERENCE	08/01/2026	649.00	649.00	08/10/2026
3184	MASTERCARD	2026_07 PURK	FLIGHT FOR CASELLE CONF.	08/01/2026	126.70	126.70	08/10/2026
3184	MASTERCARD	2026_07 PURK	FLIGHT FOR CASELLE CONF.	08/01/2026	126.71	126.71	08/10/2026
3184	MASTERCARD	2026_07 PURK	FLIGHT FOR CASELLE CONF.	08/01/2026	126.70	126.70	08/10/2026
3184	MASTERCARD	2026_07 PURK	FLIGHT FOR CASELLE CONF.	08/01/2026	126.70	126.70	08/10/2026
3184	MASTERCARD	2026_07 PURK	FLIGHT FOR CASELLE CONF.	08/01/2026	506.81	506.81	08/10/2026
3184	MASTERCARD	2026_07 RUBI	DOT DRIVER ANNUAL QUERIES	08/01/2026	8.15	8.15	08/10/2026
3184	MASTERCARD	2026_07 RUBI	DOT DRIVER ANNUAL QUERIES	08/01/2026	6.79	6.79	08/10/2026
3184	MASTERCARD	2026_07 RUBI	DOT DRIVER ANNUAL QUERIES	08/01/2026	13.59	13.59	08/10/2026
3184	MASTERCARD	2026_07 RUBI	DOT DRIVER ANNUAL QUERIES	08/01/2026	19.04	19.04	08/10/2026
3184	MASTERCARD	2026_07 RUBI	DOT DRIVER ANNUAL QUERIES	08/01/2026	9.50	9.50	08/10/2026
3184	MASTERCARD	2026_07 RUBI	DOT DRIVER ANNUAL QUERIES	08/01/2026	5.43	5.43	08/10/2026
3184	MASTERCARD	2026_07 SCHA	office supplies	08/01/2026	26.93	26.93	08/10/2026
3184	MASTERCARD	2026_07 SCHA	software	08/01/2026	24.99	24.99	08/10/2026
3184	MASTERCARD	2026_07 SCHA	software	08/01/2026	11.38-	11.38-	08/10/2026
3184	MASTERCARD	2026_07 SCHA	software	08/01/2026	2.65-	2.65-	08/10/2026
3184	MASTERCARD	2026_07 SEVE	Nat'l Main Street Conference Regi	08/01/2026	250.00	250.00	08/10/2026
3184	MASTERCARD	2026_07 SEVE	Monthly Subscription	08/01/2026	56.59	56.59	08/10/2026
3184	MASTERCARD	2026_07 SEVE	MT APA Conference Registration	08/01/2026	421.20	421.20	08/10/2026
3184	MASTERCARD	2026_07 SKAG	WASTE BAGS	08/01/2026	529.95	529.95	08/10/2026
3184	MASTERCARD	2026_07 SKAG	TRASH BAGS	08/01/2026	190.00	190.00	08/10/2026
3184	MASTERCARD	2026_07 SKAG	PIPE	08/01/2026	330.00	330.00	08/10/2026
3184	MASTERCARD	2026_07 SKAG	SEPTIC SAFE PAPER	08/01/2026	271.96	271.96	08/10/2026
3184	MASTERCARD	2026_07 TARR	Pool Activity Supplies	08/01/2026	10.00	10.00	08/10/2026
3184	MASTERCARD	2026_07 TARR	Pool Activity Supplies	08/01/2026	69.26	69.26	08/10/2026
3184	MASTERCARD	2026_07 TARR	Pool - Uniform Return	08/01/2026	18.06-	18.06-	08/10/2026
3184	MASTERCARD	2026_07 TARR	Pool - Uniform Return	08/01/2026	94.00-	94.00-	08/10/2026
3184	MASTERCARD	2026_07 TARR	Pool Scheduling	08/01/2026	31.50	31.50	08/10/2026
3184	MASTERCARD	2026_07 TARR	Banner	08/01/2026	97.50	97.50	08/10/2026
3184	MASTERCARD	2026_07 TARR	Music Subscription / Activities	08/01/2026	12.99	12.99	08/10/2026
3184	MASTERCARD	2026_07 TARR	Annual Membership Flag Football	08/01/2026	25.00	25.00	08/10/2026
3184	MASTERCARD	2026_07 TARR	Pool Activity Supplies	08/01/2026	24.99	24.99	08/10/2026
3184	MASTERCARD	2026_07 TARR	Mobile Rec Supplies	08/01/2026	102.68	102.68	08/10/2026
3184	MASTERCARD	2026_07 TARR	SafeSitter	08/01/2026	5.19	5.19	08/10/2026
3184	MASTERCARD	2026_07 TARR	Pool Activity Supplies	08/01/2026	81.93	81.93	08/10/2026
3184	MASTERCARD	2026_07 TARR	Pool Staff	08/01/2026	29.35	29.35	08/10/2026
3184	MASTERCARD	2026_07 TARR	Office Tool	08/01/2026	20.00	20.00	08/10/2026
3184	MASTERCARD	2026_07 TARR	Rec Scheduling	08/01/2026	3.81	3.81	08/10/2026
3184	MASTERCARD	2026_07 TARR	Office Supply	08/01/2026	29.62	29.62	08/10/2026
3184	MASTERCARD	2026_07 TARR	Pool Activity Supplies	08/01/2026	74.15	74.15	08/10/2026
3184	MASTERCARD	2026_07 TARR	Parents Night Out	08/01/2026	37.90	37.90	08/10/2026
3184	MASTERCARD	2026_07 TARR	Parents Night Out	08/01/2026	20.01	20.01	08/10/2026
3184	MASTERCARD	2026_07 TIDW	THREAD ADAPTER/TEE	08/01/2026	46.05	46.05	08/10/2026
3184	MASTERCARD	2026_07 TIDW	WINCH STRAP	08/01/2026	109.45	109.45	08/10/2026
3184	MASTERCARD	2026_07 TIDW	CHARGER	08/01/2026	71.40	71.40	08/10/2026
3184	MASTERCARD	2026_07 TIDW	COPPER WIRE	08/01/2026	269.80	269.80	08/10/2026
3184	MASTERCARD	2026_07 TIDW	CHIPS GATE	08/01/2026	684.00	684.00	08/10/2026
3184	MASTERCARD	2026_07 TIDW	REPAIR KIT	08/01/2026	820.80	820.80	08/10/2026
3184	MASTERCARD	2026_07 TIDW	TIRE AND WHEEL	08/01/2026	99.99	99.99	08/10/2026
3184	MASTERCARD	2026_07 TIDW	CAMLOCK HOSE BARB	08/01/2026	85.98	85.98	08/10/2026
3184	MASTERCARD	2026_07 TIDW	CAM AND GROOVE HOSE FITTI	08/01/2026	37.59	37.59	08/10/2026
3184	MASTERCARD	2026_07 TIDW	POLISHING POWDER	08/01/2026	82.88	82.88	08/10/2026
3184	MASTERCARD	2026_07 TIDW	THERMAL CAMERA	08/01/2026	289.99	289.99	08/10/2026
3184	MASTERCARD	2026_07 TIDW	ENGINE SUPPORT BAR	08/01/2026	69.90	69.90	08/10/2026
3184	MASTERCARD	2026_07 TIDW	FLY TRAPS/POLISHING WHEEL/	08/01/2026	382.72	382.72	08/10/2026
3184	MASTERCARD	2026_07 TIDW	SIGNS	08/01/2026	8.99	8.99	08/10/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2026_07 TIDW	SUBSCRIPTION	08/01/2026	50.17	50.17	08/10/2026
3184	MASTERCARD	2026_07 TIDW	FUSES	08/01/2026	7.99	7.99	08/10/2026
3184	MASTERCARD	2026_07 TIDW	WISE	08/01/2026	139.99	139.99	08/10/2026
3184	MASTERCARD	2026_07 TIDW	CIRCUIT BREAKER	08/01/2026	25.66	25.66	08/10/2026
3184	MASTERCARD	2026_07 TIDW	CUTLER HAMMER	08/01/2026	45.07	45.07	08/10/2026
3184	MASTERCARD	2026_07 TIDW	GROUNDING BAR	08/01/2026	22.89	22.89	08/10/2026
3184	MASTERCARD	2026_07 TIDW	CERAMIC FUSE	08/01/2026	107.41	107.41	08/10/2026
3184	MASTERCARD	2026_07 TIDW	SHIPPING	08/01/2026	.97	.97	08/10/2026
3184	MASTERCARD	2026_07 TIDW	FUSES	08/01/2026	10.42	10.42	08/10/2026
3184	MASTERCARD	2026_07 TIDW	STRUT CHANNEL	08/01/2026	99.00	99.00	08/10/2026
3184	MASTERCARD	2026_07 TIDW	SIGNS	08/01/2026	37.96	37.96	08/10/2026
3184	MASTERCARD	2026_07 TOW	SPRINKLER HEAD	08/01/2026	103.52	103.52	08/10/2026
3184	MASTERCARD	2026_07 TOW	PUMP PULLING WENCH	08/01/2026	1,009.39	1,009.39	08/10/2026
Total MASTERCARD:					26,864.86	26,864.86	
MED ONE CAPITAL FUNDING LLC							
10007	MED ONE CAPITAL FUNDING LL	M00382655	LEASE RENTAL - LS 1 PMT 25	09/15/2026	405.00	405.00	09/24/2026
Total MED ONE CAPITAL FUNDING LLC:					405.00	405.00	
MES SERVICE COMPANY LLC							
10007	MES SERVICE COMPANY LLC	IN2574929	EMS - OPS - PPE EMS OVERPA	08/26/2026	321.74	321.74	09/17/2026
10007	MES SERVICE COMPANY LLC	IN2576846	FIRE OPS PPE WILDLAND FIRE	08/28/2026	2,852.25	2,852.25	09/17/2026
Total MES SERVICE COMPANY LLC:					3,173.99	3,173.99	
MICROCOMM							
10000	MICROCOMM	22137	CM200 9PIN TO 16PIN ADAPTE	09/08/2026	200.00	200.00	09/17/2026
Total MICROCOMM:					200.00	200.00	
MID-AMERICAN RESEARCH CHEMICAL							
10002	MID-AMERICAN RESEARCH CH	0888197-IN	DE-ICER SPRAY	09/11/2026	187.26	187.26	09/24/2026
Total MID-AMERICAN RESEARCH CHEMICAL:					187.26	187.26	
MISC							
99999	MISC	COLKE000	AMBULANCE OVERPAYMENT	09/10/2026	262.64	262.64	09/11/2026
99999	MISC	DARFR000	Ambulance Overpayment	09/10/2026	15.00	15.00	09/11/2026
99999	MISC	FENDA000	Ambulance Overpayment	09/10/2026	315.00	315.00	09/11/2026
99999	MISC	HALCH001	Ambulance Overpayment	09/10/2026	176.49	176.49	09/11/2026
99999	MISC	LADSH000	Ambulance Overpayment	09/10/2026	20.00	20.00	09/11/2026
99999	MISC	MASTE000	Ambulance Overpayment	09/10/2026	100.00	100.00	09/11/2026
99999	MISC	PESJA000	Ambulance Overpayment	09/10/2026	50.00	50.00	09/11/2026
99999	MISC	TK2026-0045	Bond Refund	09/23/2026	1,000.00	1,000.00	09/23/2026
99999	MISC	TK2026-0127	JURY DUTY	09/02/2026	25.00	25.00	09/10/2026
99999	MISC	TK2026-0127A	JURY DUTY	09/02/2026	12.00	12.00	09/10/2026
99999	MISC	TK2026-0127B	JURY DUTY	09/02/2026	12.00	12.00	09/10/2026
99999	MISC	TK2026-0127C	JURY DUTY	09/02/2026	12.00	12.00	09/10/2026
99999	MISC	TK2026-0127D	JURY DUTY	09/02/2026	12.00	12.00	09/10/2026
99999	MISC	TK2026-0127E	JURY DUTY	09/02/2026	12.00	12.00	09/10/2026
99999	MISC	TK2026-0127F	JURY DUTY	09/02/2026	12.00	12.00	09/10/2026
99999	MISC	TK2026-0127G	JURY DUTY	09/02/2026	12.00	12.00	09/10/2026
99999	MISC	TK2026-0127H	JURY DUTY	09/02/2026	12.00	12.00	09/10/2026
99999	MISC	TK2026-0127I	JURY DUTY	09/02/2026	25.00	25.00	09/10/2026
99999	MISC	TK2026-0127J	JURY DUTY	09/02/2026	12.00	12.00	09/10/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
99999	MISC	TK2026-0127K	JURY DUTY	09/02/2026	12.00	12.00	09/10/2026
99999	MISC	TK2026-0127L	JURY DUTY	09/02/2026	25.00	25.00	09/10/2026
99999	MISC	TK2026-0127M	JURY DUTY	09/02/2026	12.00	12.00	09/10/2026
99999	MISC	TK2026-0127N	JURY DUTY	09/02/2026	12.00	12.00	09/10/2026
99999	MISC	TK2026-0127O	JURY DUTY	09/02/2026	25.00	25.00	09/10/2026
99999	MISC	TK2026-0127P	JURY DUTY	09/02/2026	25.00	25.00	09/10/2026
99999	MISC	TK2026-0127Q	JURY DUTY	09/02/2026	25.00	25.00	09/10/2026
99999	MISC	TK2026-0127R	JURY DUTY	09/02/2026	12.00	12.00	09/10/2026
99999	MISC	TK2026-0127S	JURY DUTY	09/02/2026	12.00	12.00	09/10/2026
Total MISC:					2,257.13	2,257.13	
MONTANA LINEN SUPPLY LLC							
10007	MONTANA LINEN SUPPLY LLC	604280	MATS - CITY HALL	09/04/2026	136.57	136.57	09/10/2026
10007	MONTANA LINEN SUPPLY LLC	604283	MATS	09/04/2026	28.35	28.35	09/10/2026
10007	MONTANA LINEN SUPPLY LLC	604283	MATS	09/04/2026	28.35	28.35	09/10/2026
10007	MONTANA LINEN SUPPLY LLC	604283	MATS	09/04/2026	28.35	28.35	09/10/2026
10007	MONTANA LINEN SUPPLY LLC	604283	MATS	09/04/2026	28.34	28.34	09/10/2026
10007	MONTANA LINEN SUPPLY LLC	604287	MATS - REC CENTER	09/04/2026	136.57	136.57	09/10/2026
10007	MONTANA LINEN SUPPLY LLC	607273	MATS	09/18/2026	28.35	28.35	09/24/2026
10007	MONTANA LINEN SUPPLY LLC	607273	MATS	09/18/2026	28.35	28.35	09/24/2026
10007	MONTANA LINEN SUPPLY LLC	607273	MATS	09/18/2026	28.35	28.35	09/24/2026
10007	MONTANA LINEN SUPPLY LLC	607273	MATS	09/18/2026	28.34	28.34	09/24/2026
Total MONTANA LINEN SUPPLY LLC:					499.92	499.92	
MONTANA MATERIALS & CONSTRUCTION							
10009	MONTANA MATERIALS & CONS	01	VIEW VISTA WATER & SEWER	09/08/2026	95,194.12	95,194.12	09/10/2026
10009	MONTANA MATERIALS & CONS	01	VIEW VISTA WATER & SEWER	09/08/2026	129,757.49	129,757.49	09/10/2026
Total MONTANA MATERIALS & CONSTRUCTION:					224,951.61	224,951.61	
MOUNTAIN FRESH CLEANING							
10005	MOUNTAIN FRESH CLEANING	402	COMMERICAL CLEANING - AUG	08/31/2026	2,800.00	2,800.00	09/10/2026
Total MOUNTAIN FRESH CLEANING:					2,800.00	2,800.00	
MOUNTAIN SUPPLY							
10008	MOUNTAIN SUPPLY	9749249	STRUTS/CADDY CUSHION CLA	09/14/2026	64.80	64.80	09/24/2026
Total MOUNTAIN SUPPLY:					64.80	64.80	
MOUNTAIN TURF PROPERTY CARE							
10006	MOUNTAIN TURF PROPERTY C	2085	CLEAN UP - 825 W CALLENDER	09/15/2026	300.00	300.00	09/24/2026
10006	MOUNTAIN TURF PROPERTY C	2086	CLEAN UP - 102 S N STREET	09/15/2026	300.00	300.00	09/24/2026
Total MOUNTAIN TURF PROPERTY CARE:					600.00	600.00	
MURDOCH'S RANCH & HOME SUPPLY							
3688	MURDOCH'S RANCH & HOME S	2026.09.17	JORDAN KELLY - RESTITUTION	09/17/2026	16.00	16.00	09/24/2026
Total MURDOCH'S RANCH & HOME SUPPLY:					16.00	16.00	
NEWMAN SIGNS INC.							
64	NEWMAN SIGNS INC.	425718	12" X 18" DIGITAL SIGN	08/06/2026	63.02	63.02	09/17/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total NEWMAN SIGNS INC.:					63.02	63.02	
PARK ELECTRIC COOPERTIVE, INC.							
2915	PARK ELECTRIC COOPERTIVE,	16005000-004	MEYERS FLAT RADIO TOWER	08/31/2026	140.22	140.22	09/10/2026
2915	PARK ELECTRIC COOPERTIVE,	23034000-002	NORTH RADIO REPEATER	08/31/2026	34.76	34.76	09/10/2026
Total PARK ELECTRIC COOPERTIVE, INC.:					174.98	174.98	
PITNEY BOWES							
10001	PITNEY BOWES	3322826260	CITY HALL LEASE	06/25/2026	187.55	187.55	08/03/2026
10001	PITNEY BOWES	3322826260	CITY HALL LEASE	06/25/2026	187.55	187.55	08/03/2026
10001	PITNEY BOWES	3322826260	CITY HALL LEASE	06/25/2026	187.55	187.55	08/03/2026
Total PITNEY BOWES:					562.65	562.65	
RDO EQUIPMENT							
3592	RDO EQUIPMENT	W2060816	544 P-TIER 4WD LOADER REPA	09/17/2026	4,426.49	4,426.49	09/24/2026
Total RDO EQUIPMENT:					4,426.49	4,426.49	
REIC RENTALS, LLC							
10008	REIC RENTALS, LLC	2234430-0001	RENTAL - POST POUNDER ATT	07/30/2026	154.50	154.50	09/24/2026
Total REIC RENTALS, LLC:					154.50	154.50	
RESSLER MOTOR COMPANY							
10001	RESSLER MOTOR COMPANY	T281801	2026 - TOYOTA TACOMA - VIN#	09/24/2026	42,045.00	42,045.00	09/29/2026
Total RESSLER MOTOR COMPANY:					42,045.00	42,045.00	
ROCKY MOUNTAIN SUPPLY INC							
10006	ROCKY MOUNTAIN SUPPLY INC	12937	RUBY FIELDMASTER	09/14/2026	2,942.55	2,942.55	09/24/2026
10006	ROCKY MOUNTAIN SUPPLY INC	12947	RUBY FIELDMASTER	09/16/2026	3,840.39	3,840.39	09/24/2026
Total ROCKY MOUNTAIN SUPPLY INC:					6,782.94	6,782.94	
SAFETRAC							
3143	SAFETRAC	B25389	CDL SERVICES	09/01/2026	156.10	156.10	09/24/2026
3143	SAFETRAC	B25389	CDL SERVICES	09/01/2026	78.00	78.00	09/24/2026
3143	SAFETRAC	B25389	CDL SERVICES	09/01/2026	156.00	156.00	09/24/2026
3143	SAFETRAC	B25389	CDL SERVICES	09/01/2026	225.20	225.20	09/24/2026
3143	SAFETRAC	B25389	CDL SERVICES	09/01/2026	81.40	81.40	09/24/2026
3143	SAFETRAC	B25389	CDL SERVICES	09/01/2026	62.40	62.40	09/24/2026
3143	SAFETRAC	B25517	MVR REQUESTS	08/31/2026	209.60	209.60	09/24/2026
Total SAFETRAC:					968.70	968.70	
SHADOW RIDGE ENTERPRISES, LLC							
10009	SHADOW RIDGE ENTERPRISE	052535	78 DCE FIA & BOTTOM GRAPPL	09/15/2026	2,775.00	2,775.00	09/22/2026
Total SHADOW RIDGE ENTERPRISES, LLC:					2,775.00	2,775.00	
SYSTEMS NORTHWEST, LLC							
3311	SYSTEMS NORTHWEST, LLC	21649	ALARM INSPECTIONS	09/02/2026	789.00	789.00	09/17/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SYSTEMS NORTHWEST, LLC:					789.00	789.00	
TARR, MARGARET							
3586	TARR, MARGARET	2026.09	SUPPLIES REIMB - NIGHT OWL/	09/22/2026	491.88	491.88	09/24/2026
3586	TARR, MARGARET	2026.09	SUPPLIES REIMB - FLAG FOOT	09/22/2026	54.95	54.95	09/24/2026
Total TARR, MARGARET:					546.83	546.83	
TD&H ENGINEERING, INC							
3390	TD&H ENGINEERING, INC	48596	I & I PROJECT	08/18/2026	14,374.86	14,374.86	09/10/2026
3390	TD&H ENGINEERING, INC	48597	DISCOVERY VISTA PHASE 2	08/18/2026	113.44	113.44	09/10/2026
3390	TD&H ENGINEERING, INC	48597	DISCOVERY VISTA PHASE 2	08/18/2026	113.44	113.44	09/10/2026
3390	TD&H ENGINEERING, INC	48598	PARK STREET RRFB	08/18/2026	107.00	107.00	09/10/2026
3390	TD&H ENGINEERING, INC	48599	LOVE'S TRUCK STOP	08/18/2026	60.50	60.50	09/10/2026
3390	TD&H ENGINEERING, INC	48599	LOVE'S TRUCK STOP	08/18/2026	60.50	60.50	09/10/2026
3390	TD&H ENGINEERING, INC	48599	LOVE'S TRUCK STOP	08/18/2026	60.50	60.50	09/10/2026
3390	TD&H ENGINEERING, INC	48600	ON-CALL SERVICES	08/18/2026	136.13	136.13	09/10/2026
3390	TD&H ENGINEERING, INC	48600	ON-CALL SERVICES	08/18/2026	136.13	136.13	09/10/2026
3390	TD&H ENGINEERING, INC	48600	ON-CALL SERVICES	08/18/2026	136.12	136.12	09/10/2026
3390	TD&H ENGINEERING, INC	48601	MUNICIPAL WELL #7	08/18/2026	30,977.95	30,977.95	09/10/2026
3390	TD&H ENGINEERING, INC	48602	BENNETT ST. LOOP	08/18/2026	15,788.08	15,788.08	09/10/2026
3390	TD&H ENGINEERING, INC	48603	VIEW VISTA	08/18/2026	5,456.50	5,456.50	09/10/2026
3390	TD&H ENGINEERING, INC	48603	VIEW VISTA	08/18/2026	5,456.51	5,456.51	09/10/2026
3390	TD&H ENGINEERING, INC	48604	MONTANA STREET	08/18/2026	3,551.88	3,551.88	09/10/2026
3390	TD&H ENGINEERING, INC	48604	MONTANA STREET	08/18/2026	3,551.87	3,551.87	09/10/2026
3390	TD&H ENGINEERING, INC	48680	MONTANA STREET	08/18/2026	1,580.87	1,580.87	09/10/2026
Total TD&H ENGINEERING, INC:					81,662.28	81,662.28	
THOMSON REUTERS - WEST							
2823	THOMSON REUTERS - WEST	854046325	SOFTWARE SUBSCRIPTION - A	09/01/2026	496.85	496.85	09/10/2026
Total THOMSON REUTERS - WEST:					496.85	496.85	
TRACTOR & EQUIPMENT CO							
10005	TRACTOR & EQUIPMENT CO	BZCS3321865	AS FLANGE	09/10/2026	495.00	495.00	09/24/2026
Total TRACTOR & EQUIPMENT CO:					495.00	495.00	
UPS STORE #2420, THE							
292	UPS STORE #2420, THE	12609032420B	DUI KIT SHIPMENT - MMMZPX3	09/03/2026	16.34	16.34	09/10/2026
292	UPS STORE #2420, THE	12609082420A	DUI KIT SHIPMENT - MMMZPX3	09/08/2026	12.39	12.39	09/10/2026
292	UPS STORE #2420, THE	12609172420B	DUI KIT SHIPMENT - MMMZPX3	09/17/2026	24.78	24.78	09/24/2026
Total UPS STORE #2420, THE:					53.51	53.51	
VERIZON WIRELESS							
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	45.16	45.16	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	20.72	20.72	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	20.71	20.71	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	41.44	41.44	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	45.16	45.16	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	18.66	18.66	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	41.44	41.44	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	43.63	43.63	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	18.66	18.66	09/17/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	18.66	18.66	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	18.66	18.66	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	45.16	45.16	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	45.16	45.16	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	45.16	45.16	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	13.62	13.62	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	11.48	11.48	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	43.63	43.63	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	18.66	18.66	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	41.44	41.44	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	20.72	20.72	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	20.71	20.71	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	18.66	18.66	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	18.66	18.66	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	16.94	16.94	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	16.94	16.94	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	22.59	22.59	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	22.58	22.58	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	43.63	43.63	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	18.66	18.66	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	41.44	41.44	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	43.63	43.63	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	18.66	18.66	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	45.16	45.16	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	43.64	43.64	09/17/2026
879	VERIZON WIRELESS	6152986615	AUG CELLPHONES	09/08/2026	186.54	186.54	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	46.46	46.46	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	19.19	19.19	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	19.19	19.19	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	60.87	60.87	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	44.88	44.88	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	42.61	42.61	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	42.61	42.61	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	60.87	60.87	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	19.19	19.19	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	11.80	11.80	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	11.80	11.80	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	19.19	19.19	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	46.46	46.46	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	46.46	46.46	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	19.19	19.19	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	44.88	44.88	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	44.88	44.88	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	42.61	42.61	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	22.68	22.68	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	60.87	60.87	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	19.19	19.19	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	19.19	19.19	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	19.19	19.19	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	19.19	19.19	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	44.88	44.88	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	44.88	44.88	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	19.19	19.19	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	11.80	11.80	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	42.61	42.61	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	42.61	42.61	09/17/2026
879	VERIZON WIRELESS	6152986616	AUG CELLPHONES	09/08/2026	19.19	19.19	09/17/2026
879	VERIZON WIRELESS	6152986617	AUG CELLPHONES	09/08/2026	20.02	20.02	09/17/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
879	VERIZON WIRELESS	6152986617	AUG CELLPHONES	09/08/2026	38.65	38.65	09/17/2026
879	VERIZON WIRELESS	6152986617	AUG CELLPHONES	09/08/2026	38.65	38.65	09/17/2026
879	VERIZON WIRELESS	6152986617	AUG CELLPHONES	09/08/2026	38.65	38.65	09/17/2026
879	VERIZON WIRELESS	6152986617	AUG CELLPHONES	09/08/2026	38.65	38.65	09/17/2026
879	VERIZON WIRELESS	6152986617	AUG CELLPHONES	09/08/2026	38.65	38.65	09/17/2026
879	VERIZON WIRELESS	6152986617	AUG CELLPHONES	09/08/2026	38.65	38.65	09/17/2026
879	VERIZON WIRELESS	6152986617	AUG CELLPHONES	09/08/2026	38.65	38.65	09/17/2026
879	VERIZON WIRELESS	6152986617	AUG CELLPHONES	09/08/2026	38.65	38.65	09/17/2026
879	VERIZON WIRELESS	6152986617	AUG CELLPHONES	09/08/2026	38.65	38.65	09/17/2026
879	VERIZON WIRELESS	6152986617	AUG CELLPHONES	09/08/2026	38.65	38.65	09/17/2026
879	VERIZON WIRELESS	6152986617	AUG CELLPHONES	09/08/2026	38.65	38.65	09/17/2026
879	VERIZON WIRELESS	6152986617	AUG CELLPHONES	09/08/2026	38.65	38.65	09/17/2026
879	VERIZON WIRELESS	6152986617	AUG CELLPHONES	09/08/2026	38.65	38.65	09/17/2026
879	VERIZON WIRELESS	6152986617	AUG CELLPHONES	09/08/2026	38.65	38.65	09/17/2026
879	VERIZON WIRELESS	6152986617	AUG CELLPHONES	09/08/2026	38.65	38.65	09/17/2026
879	VERIZON WIRELESS	6152986617	AUG CELLPHONES	09/08/2026	38.65	38.65	09/17/2026
879	VERIZON WIRELESS	6152986617	AUG CELLPHONES	09/08/2026	38.65	38.65	09/17/2026
Total VERIZON WIRELESS:					2,818.52	2,818.52	
WESTERN EMULSIONS, INC.							
2963	WESTERN EMULSIONS, INC.	90024312	CHIP SEAL PROJECT	07/20/2026	2,030.10	2,030.10	09/10/2026
Total WESTERN EMULSIONS, INC.:					2,030.10	2,030.10	
WHISTLER TOWING, LLC							
3237	WHISTLER TOWING, LLC	14494	LPD ROTATION/2004 GMC SIER	08/26/2026	618.75	618.75	09/24/2026
3237	WHISTLER TOWING, LLC	14677	LPD ROTATION	09/08/2026	275.00	275.00	09/24/2026
3237	WHISTLER TOWING, LLC	1904	M3 SUSPENSION REPAIR	08/17/2026	1,338.31	1,338.31	09/17/2026
3237	WHISTLER TOWING, LLC	1937	M3 AIR CONDITION REPAIR	08/27/2026	469.65	469.65	09/17/2026
Total WHISTLER TOWING, LLC:					2,701.71	2,701.71	
WILCOXSON'S							
47	WILCOXSON'S	2026.08	ICE CREAM - POOL	08/31/2026	115.00	115.00	09/10/2026
Total WILCOXSON'S:					115.00	115.00	
WISPWEST.NET							
2087	WISPWEST.NET	605926	INTERNET - 10/08/26-11/07/26	09/21/2026	59.27	59.27	09/24/2026
2087	WISPWEST.NET	605926	INTERNET - 10/08/26-11/07/26	09/21/2026	79.48	79.48	09/24/2026
Total WISPWEST.NET:					138.75	138.75	
Grand Totals:					568,182.04	568,182.04	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

File Attachments for Item:

C. JUDGE'S MONTHLY REPORT FOR AUGUST 2026

LIVINGSTON CITY COURT
MONTHLY FINANCIAL REPORT

Month: August 2026

Dismissed	2
Fines	13
Bond Forfeitures	11
Dismissed Plea Agreements	0
Pre Trial Diversion/Deferred	0

Monthly Total: 26

Paid-Bond Forfeit/Fines/Time Payments:	\$ 5,676.46
Contempt Fines	\$ 0.00
Parking Enforcement & Police issued Parking Tickets:	\$ 2,966.50
Copies/Research	\$ 0.00

TOTAL \$ 8,642.96

MLEA Surcharge:	\$ 300.00
TECH Surcharge:	\$ 245.00
Victim/Witness Surcharge:	\$ 152.12
MISD Surcharge:	\$ 450.00
Court Costs	\$ 95.00

TOTAL: (\$1,242.12)

Total amount credited to City of Livingston General Fund: \$7400.84

I hereby certify that this is a true and correct statement of the amount of fines/fees/costs which were fully paid and credited with Livingston City Court during the month of: August 2026

Prepared by: W Schaeffer Date: 9/10/26
Hon. Carol Schaeffer
Livingston City Judge

File Attachments for Item:**D. AGREEMENT 20296 WITH STAFFORD ANIMAL SHELTER**



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: October 6, 2026
TO: Chair Nootz and City Commissioners
FROM: Grant Gager, City Manager
RE: Staff Report for Agreement 20296 with Stafford Animal Shelter

Recommendation and Summary

Staff is recommending the Commission Approve Professional Services Agreement 20296 with Stafford Animal Shelter for animal boarding and adoption services by adopting the following motion:

"I move to approve Agreement 20296 with Stafford Animal Shelter and authorize the City Manager to sign the Agreement."

The reasons for the recommendation are as follows:

- Chapter 4 of the Livingston Municipal Code establishes requirements for the control of animals and authorizes the impoundment of certain animals.
- The City does not currently maintain or operate an impoundment facility and so a contracted service provider is necessary.

Introduction and History

Chapter 4 of the Livingston Municipal Code establishes requirements for the control of animals and requires the City to periodically impound and board certain animals. At present, the City does not maintain or operate an impoundment facility. As such, contracted service providers assist the City in the impoundment of animals. Similarly, the City requires assistance with finding new homes for unclaimed animals.

Analysis

The City's recent contract with Stafford Animal Shelter has expired. The proposed contract is a renewal under the same terms as the prior agreement. Stafford has agreed to maintain the FY 2025-26 monthly fee for this contract.

Livingston, Montana

**Fiscal Impact**

The FY 1016-27 budget includes funding for this contract.

Strategic Alignment

The City has an obligation to manage certain animal control functions pursuant to the Livingston Municipal Code. This contract enables the City to perform in compliance with the code.

Attachments

- Attachment A: Agreement 20296

AGREEMENT

THIS AGREEMENT is made and entered into as of the latest date set forth by a signature below, by and between the **CITY OF LIVINGSTON, MONTANA**, a municipal corporation and political subdivision of the state of Montana with a business address of 220 E Park Street, Livingston, Montana 59047, and **STAFFORD ANIMAL SHELTER**, a Montana public benefit corporation with a business address of 3 Business Park Road, Livingston, Montana 59047.

RECITALS:

- A. The Code of Ordinances, City of Livingston, Montana requires the City's animal control officer to capture and impound animals in certain instances.
- B. When the animal control officer has been required to capture and impound animals in the past, the impoundment and subsequent boarding has taken place at Stafford Animal Shelter.
- C. The arrangement between the City of Livingston and Stafford Animal Shelter has worked relatively well; however, the entities believe amending the terms and conditions of their arrangement is necessary.
- D. The City of Livingston and Stafford Animal Shelter now desire to continue their relationship according to the terms and conditions set forth and discussed below.

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

1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
2. DEFINITIONS. For the purposes of this document, the following terms shall have the meanings ascribed to them in this Paragraph 2.
 - a. After-Hours. The term "After-Hours" shall mean any time between the hours of 5 p.m. and 8 a.m. seven days a week.
 - b. Agreement. The term "Agreement" shall mean this document and any exhibits and amendments thereto.
 - c. ACO. The term "ACO" shall mean the animal control officer for the City.
 - d. Bite Quarantine Animal. The term "Bite Quarantine Animal" shall mean any animal other than a Police Hold Animal the City has delivered to the Shelter for impoundment

and boarding because it bit someone or something, and that has been at the facility for ten (10) days or less after delivery. Absent a court order providing otherwise, a Bite Quarantine Animal will automatically transition to the sole custody of the Shelter after ten (10) days and the five (5) day hold period post quarantine have passed since its delivery to the Shelter.

- e. City. The term “City” shall mean the City of Livingston, Montana.
- f. Code. The term “Code” shall mean the Code of Ordinances, City of Livingston, Montana.
- g. Effective Date. The term “Effective Date” shall mean the latest date set forth by a signature below.
- h. Impounded Animal. The term “Impounded Animal” shall mean any animal other than a Bite Quarantine Animal or a Police Hold Animal, the City or a citizen within the City Limits of Livingston has delivered to the Shelter for impoundment and boarding, and that has been at the Shelter for five (5) days or less after delivery. Absent a court order providing otherwise, an Impounded Animal will automatically transition to the sole custody of the Shelter after five (5) days have passed since its delivery to the Shelter.
- i. Police Hold Animal. The term “Police Hold Animal” shall mean an animal the Shelter is boarding in connection with a criminal or civil enforcement, including animal cruelty matter at the request of the Livingston Police Department and/or the ACO. Absent a court order providing otherwise, a Police Hold Animal will automatically transition to the sole custody of the Shelter after (1) the criminal or civil enforcement matter has concluded or boarding the animal is no longer necessary, and (2) the animal goes unclaimed after the animal’s owner receives written notice from the City that the animal will transfer to the sole custody of the Shelter if not claimed within three (3) days after the owner’s receipt of the written notice.
- j. Seizure/Animal Cruelty. The term “Animal Cruelty” shall mean an animal the Shelter is caring for in connection with suspected Animal Cruelty, refer to Police Hold Animal. Animal Cruelty is defined per Montana State Law.
- k. Parties. The term “Parties” shall mean the City and the Shelter.
- l. Shelter. The term “Shelter” shall mean Stafford Animal Shelter.
- m. Shelter Animal. The term “Shelter Animal” shall mean any animal that has transitioned to the sole custody of the Shelter.

- n. Other terms shall have the meanings ascribed to them in the body of this Agreement.

3. THE CITY'S OBLIGATIONS. The City shall do all of the following:

The City agrees to deliver impounded animals to the Shelter for animal care. The City agrees to hold the Shelter harmless for any such decision to impound. In the event of an impoundment, the parties agree to the following schedules/procedures and that the City will be responsible for paying the Shelter services:

- a. "Impounded Animal" (as defined above): to be held for five days to locate owner. If unclaimed by owner, then the animal will transfer to the sole custody of the Shelter.
- b. "Bite Quarantine Animal" (as defined above): City to take the animal to outside Veterinary facility for intake exam, rabies exam, 10 day hold & exit exams. Shelter may assist with boarding, if available and when staffing allows.
- c. "Police Hold Animal" (as defined above):
 - i. Owner may voluntarily sign surrender form (or)
 - ii. Owner must give permission to ACO/Police for Shelter to release to a guardian within three days (or)
 - iii. City must petition court for Cost of Care bond within ten days
- d. Seizure/Animal Cruelty (as defined above:)
 - i. Owner may voluntarily sign surrender form (or)
 - ii. City must petition the court for Cost of Care bond within ten days
- e. Death of Owner:
 - i. Coroner takes custody of animal after death of owner until next-of-kin is notified & Shelter to board for 10 days until animal is picked up by guardian or until Coroner releases animal to Shelter's custody.
- f. Emergency Boarding (Fire Department/Law Enforcement/Public bring in animal(s) as a result of natural disaster, fire, car accident, medical emergency etc.)
 - i. Shelter to board for up to 10 days until animal is picked up by guardian
 - ii. Shelter to hold unknown "DOA" pets for 3 days until owner can identify remains of pets found in community and then may arrange cremation services at an additional cost at the owner's expense.
- a. Pay the Shelter for boarding an Impounded Animal pursuant to the rates set forth in Paragraph 5, below.

- b. Pay the Shelter for boarding a Bite Quarantine Animal pursuant to the rates set forth in Paragraph 5, below.
- c. Pay the Shelter for boarding a Police Hold Animal pursuant to the rates set forth in Paragraph 5, below.
- d. Pay the Shelter for vaccinations given to an Impounded Animal, Police Hold Animal, or a Bite Quarantine Animal upon intake pursuant to the rates set forth in Paragraph 5, below.
- e. If any animal is required by court order to be cared for longer than set forth above, City will pay fees set forth in Paragraph 5 below, until impounded animal is released back to owner or relinquished to Shelter. A City official will inform the Shelter when an impounded animal is released to the Shelter's custody.
- f. The City, in consultation with the Shelter will decide what care (e.g., medical, behavioral, foster) is necessary for an impounded animal, including euthanasia or having the animal treated at outside licensed veterinary hospital, in which case the City agrees to pay all fees applicable through its normal claims process, in the event the legal owner cannot be located or identified and held responsible by end of business day. If the animal arrives on the weekend (See F). The City agrees to ultimately be responsible for all fees related to impoundment. In addition, any fees due to the Shelter must be collected by the City from the animal's owner. If the costs are not covered by the owner, then the costs are the responsibility of the City.
- g. In the event an after-hours emergency occurs with a City impounded animal, the City agrees to allow the Shelter to seek emergency medical care at a local veterinary hospital on behalf of the City. The City will be responsible for all fees incurred for emergency medical treatment that cannot be performed at the Shelter.
- h. The City, in consultation with a local veterinarian, has the discretion to euthanize an Impounded Animal, Bite Quarantine Animal, or Police Hold Animal. In the event the Shelter does not agree that an animal should be euthanized, the City shall have a local veterinarian perform the euthanasia.
- i. In the event the City has delivered a deceased animal to the Shelter and said animal has gone unclaimed for a period of 3 (three) days after delivery, and in the event the ACO requests the Shelter to dispose of and/or cremate the deceased animal the Shelter shall dispose of the animal at its discretion. Nothing in this subsection shall require the City to utilize the Shelter to dispose of and/or cremate such an animal.

4. THE SHELTER'S OBLIGATIONS. The Shelter shall do all of the following:
- a. The Shelter agrees to provide comprehensive animal welfare services including veterinary care, medical evaluations, humane housing, proper nutrition, exercise & enrichment for Impounded Animal, Police Hold Animal, or Bite Quarantine Animal animals dropped by the City ACO, law enforcement or other authorized City Employee and citizenry of Livingston, if deemed safe to handle, with a capacity of care for no more than 10 animals per day or 100 animals per month.
 - b. Provide a collar and identification tag for any Impounded Animal or Bite Quarantine Animal that is reclaimed and was not wearing a collar and identification at the time of admission to the Shelter.
 - c. Reserve at least two (2) kennels for City use.
 - d. Provide the ACO with identifying information -- including but not limited to species, breed, sex, color, and owner -- pertaining to a Police Hold Animal the Livingston Police Department delivers to the Shelter. Such information shall be provided to the ACO no later than one (1) business day following the day on which the Police Hold Animal was delivered to the Shelter.
 - e. When veterinary care is required under this Agreement, utilize a Livingston veterinarian for the care, unless an emergency necessitates the use of a veterinarian outside of Livingston.
 - f. Refuse to release any Impounded Animal or Bite Quarantine Animal until such time as the Shelter has collected proof of ownership or guardianship.
 - g. The Shelter shall provide to the City on a monthly basis no later than the 10th of the following month a report which includes all of the following information: animal species, gender, condition upon intake, source of intake (ie: community member or ACO/Law Enforcement / City Staff, owner (if identified and returned) length of hold and disposition..
5. FEES. The City shall pay the Shelter a fee of Four Thousand and twenty five dollars (\$4,025.00) per month or \$48,300 annually for all services in this Agreement.

6. PAYMENT AND LATE FEES. In connection with obtaining payment under this Agreement, the City shall submit payment to the Shelter, by check on the first business Wednesday of each month. The City will have a five business day grace period, each month to submit payment to the Shelter. After five business days, the City will incur a Two Hundred and No/100 Dollars (\$200.00) late fee, for each late payment.
7. VACCINATIONS. Animals delivered to the shelter will be vaccinated upon intake. Canines shall be vaccinated against bordetella, canine parvovirus, canine distemper virus, parainfluenza virus, and canine adenovirus-type 2. In addition, when the Shelter's Veterinarian is available, they shall be vaccinated against Rabies. Felines shall be vaccinated against feline viral rhinotracheitis (herpesvirus type 1, calici virus, and panleukopenia virus. In addition, when the Shelter's Veterinarian is available, they shall be vaccinated against Rabies.
8. TERM. This Agreement shall remain in full force and effect for a period of 2 years after the Effective Date and will expire on June 30, 2028 unless renewed by mutual agreement in advance.
9. TERMINATION. If one of the Parties fails to substantially perform in accordance with the terms of this Agreement (the "Defaulting Party"), the other (the "Non-Defaulting Party") shall deliver a written notice specifying the nature of the Defaulting Party's failure to substantially perform. The Defaulting Party shall have a period of fifteen (15) days after receiving the written notice from the Non-Defaulting Party to cure the failure to perform. If the Defaulting Party does not cure its failure to perform within the 15-day cure period, the Non-Defaulting Party shall provide the Defaulting Party with a written notice to terminate this Agreement. The Non-Defaulting Party may only terminate this Agreement if it is not at fault for the Defaulting Party's failure to perform.
10. NATURE OF RELATIONSHIP. Nothing in this Agreement shall be construed as creating any employment, agency, partnership, or joint venture relationship between the Parties.
11. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party.
12. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing,

signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not affect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.

13. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
14. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties.
15. INTERPRETATION. The Paragraph headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement. Whenever in this Agreement the singular number is in use, the same shall include the plural, and the masculine gender shall include all genders, and vice versa, as the context shall require. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction or interpretation shall be applied against any party on the grounds that such party was the “drafter” of this document, nor shall any such principal of interpretation or construction be utilized to resolve any alleged ambiguity.
16. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
17. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of any third party. Neither this Agreement nor or any right or obligation hereunder shall be assigned, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the assigning party from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.
18. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its

conflicts of law principles. In the event a dispute arises relating to this Agreement and the obligations to be performed hereunder, the Parties agree to resolve the dispute through negotiation. If negotiation fails to resolve the dispute, the Parties agree to refer the dispute to a mediation, the cost of which shall be borne equally by the Parties. If mediation fails to resolve the dispute, the Parties may seek redress in the appropriate court.

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

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

CITY OF LIVINGSTON, MONTANA

STAFFORD ANIMAL SHELTER

Grant Gager
City Manager

Alicia Davis
Executive Director

Date

Date

APPROVED AS TO FORM:

Jon Hesse
City Attorney

File Attachments for Item:

E. AGREEMENT 20297 WITH BLADES FITNESS



DATE: October 1, 2026
TO: City Commission
FROM: Recreation Director, Maggie Tarr
RE: Staff Report for Blades Fitness Facility Use Agreement 20297

Recommendation and Summary

Staff recommends the City Commission approve the Facility Use Agreement with Blades Fitness for use of the Livingston Civic Center gym floor and designated locker room storage during fall 2026 by adopting the following motion:

"I move to approve the Facility Use Agreement with Blades Fitness for use of the Livingston Civic Center from September 8 through December 17, 2026."

The reasons for the recommendation are as follows:

- The agreement formalizes Blades Fitness' recurring use of the Civic Center gym floor for fitness classes offered to the public and provides designated storage space.
- The agreement establishes scheduling, facility-use fees, insurance requirements, and responsibilities for facility care and coordination.

Introduction and History

Blades Fitness has requested recurring use of the Livingston Civic Center gym floor for public fitness classes during fall 2026, along with use of one-half of a locker room for equipment storage.

The requested term is Tuesday, September 8 through Thursday, December 17, 2026, with no activities October 12-16. Classes are scheduled Tuesdays, Wednesdays, and Thursdays from 6:00-7:00 AM, with 15 minutes before and after for setup and breakdown. Additional classes are scheduled Tuesdays and Thursdays from 8:45-9:30 AM, also with 15 minutes before and after for setup and breakdown.

Analysis

Blades Fitness offers these fitness classes to the public at \$15.00 per class and also offers multi-class passes that reduce the per-class rate. The proposed agreement provides non-exclusive use



of the Civic Center gym floor during the scheduled periods and includes one-half of a locker room for storage.

The City's facility fee schedule is reviewed annually. Because Blades Fitness was unaware of the recent fee schedule adjustment, staff recommends a transitional rate of \$20.00 per hour for the remainder of 2026. Beginning January 1, 2027, the applicable rate will increase to \$25.00 per hour. The agreement also requires Blades Fitness to comply with City facility rules, maintain required liability insurance naming the City as an additional insured, coordinate scheduling with City staff, and leave the facility in its prior condition following use.

Formalizing this recurring use through a Facility Use Agreement provides clear expectations for both the City and Blades Fitness while allowing an established community fitness program to continue operating at the Civic Center.

Fiscal Impact

Blades Fitness will pay \$20.00 per hour for scheduled facility use through December 31, 2026. The rate will increase to \$25.00 per hour beginning January 1, 2027. The fee includes the designated locker room storage identified in the agreement.

Strategic Alignment

The agreement supports continued community access to recreation and fitness opportunities at the Livingston Civic Center while establishing consistent expectations for facility use, scheduling, cost recovery, and risk management.

Attachments

- Attachment A: Blades Fitness Facility Use Agreement - Fall 2026

FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is made and entered into this 15 day of September, 2026, by and between the City of Livingston ("CITY"), a municipal corporation, and Blades Fitness ("BLADES FITNESS").

1. Facility Use Agreement

The City grants Blades Fitness the right to use the Livingston Civic Center gym floor and one-half of a locker room for storage for public fitness classes and related activities during the following periods:

- Tuesday, September 8 through Thursday, December 17, 2026, excluding dates to be determined between the Recreation Office and Blades Fitness.
- Tuesdays, Wednesdays, and Thursdays: 6:00 AM-7:00 AM class, with 15 minutes before and after for setup and breakdown.
- Tuesdays and Thursdays: 8:45 AM-9:30 AM class, with 15 minutes before and after for setup and breakdown.

2. Fee for Use

For the remainder of 2026, the facility use rate shall be \$20.00 per hour. This temporary rate is being offered because Blades Fitness was unaware of the City's updated fee schedule. Beginning January 1, 2027, the facility use rate shall increase to \$25.00 per hour, consistent with the City fee schedule. The use fee includes access to one-half of a locker room for storage during the term of this Agreement. Any additional costs related to maintenance, amenities, or utilities shall be the responsibility of Blades Fitness unless otherwise specified in writing.

3. Permitted Use and Restrictions

Blades Fitness may offer the fitness classes to the public at \$15.00 per class and may offer multi-class passes at a reduced per-class rate.

- The facility shall only be used for public fitness classes.
- Blades Fitness shall have non-exclusive use of a designated portion of the premises during the length of this Agreement. The property will generally remain available for the City and community's beneficial use throughout the Agreement.
- Blades Fitness shall ensure that all activities comply with CITY regulations, including but not limited to noise, safety, and facility care policies.
- No modifications to the facility, including but not limited to structural changes, temporary installations, signage, or field adjustments, shall be made without prior written approval from the CITY.
- Blades Fitness is responsible for ensuring participants and spectators adhere to all facility rules and guidelines.
- Blades Fitness shall ensure that all facilities are left in the condition that existed prior to use. Any issues with CITY facilities shall be reported to the CITY when they are discovered.
- This Agreement, and the related use of facilities, is not transferrable to any other party.

4. Liability, Insurance and Risk Management

- Blades Fitness shall carry a comprehensive public liability insurance policy, insuring against loss and damages for personal injury or death and/or property loss, damage, or destruction arising out of or in connection with its use of the facility, with the minimum liability limit of \$750,000 per claim and not less than \$1.5M per occurrence.
- Blades Fitness shall provide the CITY a Certificate of Insurance, and a Certificate of Additional Insured naming the CITY as an additional insured party.
- Blades Fitness is responsible for proactively identifying, assessing, and mitigating potential hazards and liabilities to ensure a safe and supportive environment for athletes, staff, and spectators. This includes but is not limited to developing policies regarding weather-related risks, identifying and addressing potential hazards on the field, ensuring proper use of equipment, enforcing appropriate age divisions in competitive play, and conducting background checks and training for all adults involved in Blades Fitness programs.
- Blades Fitness shall protect, indemnify, defend and save the CITY harmless from and against all claims, liabilities, demands, damages, losses, expenses, including legal fees and costs, causes of action and judgments, arising from Blades Fitness’s negligent acts or omissions or those of any sub-contractor, agent, or anyone directly or indirectly volunteering for or employed by Blades Fitness.

5. Scheduling and Coordination

- Blades Fitness must coordinate with City regarding facility availability and scheduling.
- Blades Fitness shall notify City of any scheduling conflicts or special event requests as soon as possible.
- Any scheduling conflicts between Blades Fitness and other permitted users will be resolved by CITY.

6. Cancellation and Termination

- The CITY reserves the right to cancel or reschedule Blades Fitness’s access to the facility due to unforeseen circumstances, including but not limited to weather, maintenance, or emergencies.
- Either party may terminate this Agreement with seven (7) days’ written notice, delivered via email, certified mail, or in-person delivery with acknowledgment of receipt.

7. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of Montana. Any disputes that remain unresolved shall be resolved in the Park County District Court, Montana.

8. Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Livingston

Grant Gager
City Manager

Blades Fitness

By: Jenny Blades
Title: President
Date: 00/15/2026
Phone: 406 697 2805

File Attachments for Item:

F. APPOINTMENT OF VALERIE KUTSCH TO THE HISTORIC PRESERVATION COMMISSION



LivingstonMontana.org | PublicComment@LivingstonMontana.org |
406.823.6000

DATE: October 6, 2026
TO: Chair Nootz and City Commissioners
FROM: Jennifer Severson, Planning Director
RE: Staff Report **to Fill a Vacancy on the Historic Preservation Commission by Appointing a New Member**

Recommendation and Summary

Staff recommends the Commission appoint Valerie Kutsch to the Historic Preservation Commission by adopting the following motion:

"I move to appoint Valerie Kutsch to the Historic Preservation Commission to fill a vacant board seat with a term that ends on December 31, 2027."

The reasons for the recommendation are as follows:

- Chapter 31 of the Livingston Municipal Code establishes the Historic Preservation Commission (HPC).
- The board shall consist of five (5) citizen members appointed to three (3) year overlapping terms.
- If appointed to the HPC, Ms. Kutsch will fill an existing vacancy on the board; the term for this board seat ends on December 31, 2027.

Introduction and History

Ordinance 1692 established a Historic Preservation Commission (HPC) to promote the preservation of historically significant buildings, within the Downtown Historic Overlay District, that reflect the cultural and architectural past of the City of Livingston.



The HPC shall consist of five (5) residents of the City or owners of property within the downtown historic district and, inasmuch as possible, shall consist of the following mix:

1. Two (2) members with professional expertise in the disciplines of history, planning, archaeology, architecture, architectural history, historic archaeology, or other historic preservation-related disciplines such as cultural geography or cultural anthropology.
2. One (1) locally licensed contractor.
3. One (1) resident knowledgeable about the historical aspects of Livingston.
4. One (1) owner or lessee of property within the historical district.

Analysis

Ms. Kutsch is a City resident who is passionate about local history. She recently purchased a 1920s home near the Westside Residential Historic District. Seeking to uncover her property's origin, she investigated its architectural style, designer, and past owners. Her research deepened her appreciation for the vital role historic homes and downtown buildings play in maintaining Livingston's unique character. Ms. Kutsch's dedication to local history and architectural preservation makes her an excellent fit for the HPC.

Fiscal Impact

There is no fiscal impact to the City resulting from the appointment of Ms. Kutsch to this volunteer board.

Strategic Alignment

Filling a vacancy on the Historic Preservation Commission supports Objective 2.1.2 of the City's Growth Policy to *develop and enforce policies and procedures to preserve Livingston's historic quality*. It will also further Growth Policy Goal 2.1 to *preserve and enhance Livingston's unique community character*.

Attachment

- Attachment A: Valerie Kutsch's HPC Application

City of Livingston
Application for Appointed Office
 (Revised 8/01/2023)

Appointed Position Seeking: Livingston Historic Preservation Commission

Date of Application: 9/14/2026

Name: Valerie Kutsch

Signed: 

Address: 518 W Lewis Street

Telephone: daytime 406-599-5602

after 5:00 p.m.: _____

Fax Number: _____

e-mail address: valeriekutsch@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 recently purchased a historic home

in Livingston would love to help preserve the character that makes this community so special.

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:
 - A. Occupation: strategy and operations professional; former management consultant and U.S. Army officer
 - B. Education: MBA, MIT Sloan School of Management; B.S., U.S. Military Academy at West Point
 - C. Experience: Leadership, project management, and community engagement.

(please attach a detailed resume if desired)

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

U.S. Army Officer; no previous board service.

7. Are you currently serving on any Community Boards? No
 - A. If yes, please describe those boards. _____
8. Current Employer? McKinsey & Company
9. Are you available for night meetings? Yes
10. Are you available for daytime meetings? Potentially
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 disclose the conflict, recuse myself from any related discussion or decision

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

Return completed applications to Emily Hutchinson at Livingston City Hall 220 E. Park
 Street or by email at ehutchinson@livingstonmontana.org

From: Valerie Kutsch <valeriekutsch@gmail.com>

Sent: Tuesday, September 29, 2026 9:41 AM

To: Jennifer Severson <JSeverson@livingstonmt.gov>

Subject: Re: Request for a few sentences about your research on the history of your home

Hi Jennifer,

It was great talking with you as well! I'd be very happy for you to include this with my application. Here's a little background on my research:

When I bought my home earlier this year, I knew it was over 100 years old and immediately became curious about the people who had lived there before me. What started as simple curiosity turned into digging through property records, newspaper archives, obituaries, and other historical materials. I was fascinated by how the history of one house connected to so many pieces of Livingston's history.

The home was designed by Fred Willson in 1918–1919 for A.N. Veit, a local men's clothing merchant and businessman who served two terms as Livingston's mayor. Later residents included John Hellesmark, a Norwegian immigrant who founded Farmers Creamery; Kenneth Boom, a longtime Livingston dentist and musician, and his wife Diana, who served on the school board, worked as a librarian at Park High, and was crowned Mrs. Montana in 1964; and author and historian Diane Smith.

I've always been drawn to history, but researching my home made Livingston's history feel especially tangible and personal. It gave me a much greater appreciation for how much of the city's character is tied to its historic homes, downtown buildings, and the stories of the people who lived and worked here. I now think of myself much more as the current steward of my home than simply its owner, and I'd love to play a role in making sure the history and character that make Livingston so special are preserved as the community continues to grow and change.

Thank you again for considering me for the Commission - I'm really excited about the opportunity to get involved.

Best,
Valerie

VALERIE KUTSCH

+1 (406) 599-5602 | valeriekutsch@gmail.com |

PROFESSIONAL EXPERIENCE

MCKINSEY & COMPANY

Denver, CO

Fellow, Global Social Responsibility (*Acting as Chief of Staff to two Directors of a global environmental nonprofit*)

2024-2025

- Led strategy and execution for a \$1.5M environmental program across three countries, coordinating 10+ partner organizations and helping direct \$5M+ in funding toward the highest-impact initiatives
- Developed the organization's multi-year strategy, translating strategic priorities into country-level workplans, investment decisions, and measurable program outcomes
- Advised senior leadership on program priorities and infrastructure investments, aligning municipal governments, funders, technical experts, and local partners around implementation decisions

Senior Associate (*Strategy work for federal, nonprofit, and private sector clients*)

Summer 2021, 2023-2026

- Managed implementation of an electronic health record system across 60+ public healthcare facilities, coordinating clinical, operational, and IT stakeholders and enabling secure access to 20,000+ patient records
- Directed migration of healthcare and government data systems to cloud-based platforms, improving data accuracy by ~30% and enabling data sharing across agencies
- Developed a two-year roadmap for a \$1B+ public-sector modernization effort, prioritizing and sequencing 50+ workstreams and identifying key dependencies, risks, and trade-offs for senior leadership

UNITED STATES ARMY- MILITARY INTELLIGENCE OFFICER

Afghanistan and Washington state

Team Leader (*Captain- company level leadership supporting special operations soldiers*)

2018-2020

- Directed daily operations, logistics, and asset management for a 62-person unit, including PED and GIS personnel. overseeing 30+ procurement initiatives, \$17M in property and fleet assets, and the overseas relocation of 30 personnel and \$6M in equipment with zero losses
- Led a 10-person operational team managing \$4.5M in monitoring equipment across 50+ missions, expanding coverage by 25 percent through improved reporting and coordinating with Allied NATO and Afghan partners to strengthen information sharing and readiness

Platoon Leader (*First Lieutenant-led a 40 soldier team across multiple intelligence disciplines in a combat zone*)

2016-2018

- Commanded security and intelligence operations across 13 bases in Afghanistan and a 40-soldier team across three intelligence disciplines, enhancing tactical support for ground combat units
- Supervised identity verification systems (fingerprints, facial recognition) at 75 security checkpoints, trained over 500 U.S. and allied personnel, and boosted identity verification data collection by 95%
- Oversaw technical upgrades that restored encryption capabilities on \$100M of critical systems, significantly improving unit readiness

Security Operations Manager (*Lieutenant- led threat assessments and intelligence coordination*)

2015-2016

- Gathered and analyzed security information from three different sources to identify potential threats, enhancing safety measures for over 2,300 military personnel
- Designed and implemented equipment maintenance and recordkeeping policies, achieving a 100% pass rate on organizational quality assurance inspections

EDUCATION

MASSACHUSETTS INSTITUTE OF TECHNOLOGY- SLOAN SCHOOL OF MANAGEMENT

Cambridge, MA

Master of Business Administration (MBA)- Concentration in Sustainability

2022

- *Activities:* Vice President of Admissions (Sloan Veterans Club), Director of Operations, MIT Sustainability Summit Spring 2021, Vice President of Community (Sloan Entrepreneurs for International Development)

UNITED STATES MILITARY ACADEMY- WEST POINT

West Point, NY

Bachelor of Science (BS), Systems Engineering Management

2015

- *Accolades:* Dean's List, Distinguished Cadet (Academic)
- *Activities:* Army Women's Varsity Crew (4 years), West Point Negotiation Project (3 years), Spanish immersion focus (studied at the Spanish Military Academy in Zaragoza; completed Chilean Mountain Warfare School)

ADDITIONAL INFORMATION

- Avid public-lands recreationist and lifelong outdoorswoman, with interests spanning backpacking, thru-hiking, canoeing, trail running, skiing, and horseback riding; based in Livingston, Montana
- Volunteer regularly with horse therapy programs, helping individuals with physical disabilities and emotional trauma through guided interactions with horses, drawing on personal experience in riding and rodeo

File Attachments for Item:

A. ORDINANCE 3068: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 30 IN THE LIVINGSTON MUNICIPAL CODE ENTITLED ZONING BY AMENDING SECTION 30.40 AS IT RELATES TO USES ALLOWED IN THE INDUSTRIAL AND LIGHT INDUSTRIAL DISTRICTS.



DATE: October 6, 2026

TO: Chair Nootz and City Commissioners

FROM: Jennifer Severson, Planning Director

RE: **Staff Report for Zoning Text Amendment for Uses Allowed in Light Industrial and Industrial Districts**

Recommendation and Summary

Staff requests the Board recommend the City Commission approve the proposed text amendments to the City of Livingston Zoning Ordinance in Chapter 30 of the Livingston Municipal Code by adopting the following motion:

"I move to recommend the City Commission approve the first reading of Ordinance 3068 for a text amendment to the Zoning Ordinance in Section 30.40 of the Livingston Municipal Code, and authorize the Chair to sign Ordinance 3068."

The reasons for the recommendation are as follows:

- The City Commission directed Staff to amend the uses allowed in the Light Industrial and Industrial zoning districts to align with amendments made to the Official Zoning Map adopted December 16, 2025 by Resolution 5179.

These proposed text amendments reflect the intent of the code revisions as directed by the City Commission in December 2025.

Introduction and History

On December 16, 2025 as part of a fourteen-month-long effort to comprehensively update the City's Zoning Ordinance, the City Commission adopted a new Official Zoning Map (Resolution 5179) to support the text amendments adopted on December 2, 2025 (Ordinance 3064). As part of these Zoning Map Amendments, the Commission rezoned several large parcels on the east side of the City as Industrial, including the property on which the Livingston Health Care Hospital is located (see Attachment A, Map of LI and I zoning districts). The text amendments adopted in December 2025 through Ordinance 3064 do not allow 'Hospital/ Institution' or 'Medical/ Dental Clinic' uses "by right" in the Industrial zoning district. To ensure the existing hospital could continue to exist as an Allowed Use in the Industrial district, and allow for future hospital



expansion, the Commission directed Staff to draft a text amendment that would support the map amendments approved in December 2025 through Resolution 5179. Additionally, the Commission expressed concerns about the incompatibility of residential uses with uses allowed in the LI and I districts. Consequently, the Commission instructed staff to amend the code to *not allow* residential uses in the LI and I zoning districts. No new uses are proposed as part of this text amendment.

Analysis

The proposed amendments include the following revisions:

Table 30.40-1 List of Uses

- Multifamily Dwelling and Co-Living Housing uses were modified from 'Allowed by Right' to 'Not Allowed' in the LI district
- Hospital/ Institution use was modified from "Not Allowed" to "Allowed by Right" in the I district
- Medical/ Dental Clinic was modified from "Conditional Use Permit Required" to "Allowed by Right" in the I district

Table 30.41.2-1 Commercial Development Standards

- LI and I districts were removed from this table

Table 30.41.3-1 Industrial Development Standards

- A new table was created for the LI and I districts so they are distinct from commercial uses

A copy of Draft Ordinance 3068 that includes a redlined copy of the proposed text amendments to Chapter 30 is included as Attachment B.

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

(1) Zoning regulations must be:

(a) made in accordance with a growth policy:

- The proposed text amendments are proposed to align the zoning map amendments approved by Resolution 5179, which were adopted to align the code with the City's Growth Policy.

(b) designed to:

(i) secure safety from fire and other dangers;



- Staff does not anticipate the proposed text amendments will adversely impact public safety with regards to fire and other dangers.

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

- The proposed amendments are not anticipated to negatively impact public health, safety or welfare as all development must comply with zoning setbacks, fire and building codes. Staff finds that the prevention of future residential development in areas with industrial uses may be expected to support the general well-being of the public by ensuring incompatible land uses are segregated.

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

- It is not anticipated the proposed text amendments will impact the adequate provision of transportation, water, sewerage, schools, or parks.

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

(a) reasonable provision of adequate light and air;

- It is not anticipated the proposed text amendments will impact the reasonable provision of adequate light or air.

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

- Staff anticipates that restricting residential development in industrial areas may mitigate potential conflicts between vehicular and industrial truck traffic.

(c) promotion of compatible urban growth;

- Staff does not find the proposed amendments to be incompatible with the City's existing urban growth pattern, as there is very little existing residential development in those areas zoned LI and I. Furthermore, by allowing hospital and clinic uses 'by right' in those zones reinforces existing medical establishment on the east side of the City.

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



- It is not anticipated that the proposed text amendments will adversely impact the character of the LI and I districts nor their suitability for the intensive types of development that typify industrial uses.

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

- It is anticipated that the proposed text amendments will encourage the most appropriate use of land in the City of Livingston, while not adversely impacting the building values in the City.

Therefore, as proposed, staff finds the proposed text amendments to the City's Zoning Code comply with MCA 76-2-304 for Zoning Regulations.

Consolidated Land Use Board Consideration

At its February 11, 2026 meeting, the board questioned the reason the City Commission directed staff at the December 16, 2025 meeting to draft additional amendments to the zoning code that would restrict certain residential uses in the LI and I zoning districts. The board voted to continue the public hearing until March 11, 2026 LUB to allow time for board members to view the meeting video from the December 16 City Commission meeting and listen to the discussion related to the proposed text amendments. At the continuation of the public hearing on March 11, 2026, LUB members voted unanimously (6-0) to deny the proposed text amendments. Additionally, the board requested that the City Commission revisit the Zoning Map as relates to the four parcels on the east side of the City that were zoned Industrial on December 16, 2025 and to rezone those parcels Light Industrial.

City Commission First Reading of Ordinance 3068 Postponed

Ordinance 3068 was initially scheduled for its first reading at the April 21, 2026 Commission meeting. At the recommendation of the City Attorney and City Manager, the Commission postponed the public hearing indefinitely to allow staff sufficient time to complete their analysis of the text amendments.

Strategic Alignment

The proposed text amendments to the zoning code support the following strategies and objectives identified in the Growth Policy:

Objective 3.2.2: Properly revise the Zoning Ordinance to allow a mixture of differing but compatible land uses.

**Staff Recommendation**

Staff finds the proposed Text Amendments to Chapter 30 adhere to the general direction given to Staff by the City Commission during the December 16, 2025 public hearing and, as such, recommends the City Commission adopt the text amendments to the Livingston Zoning Ordinance as proposed.

Attachments

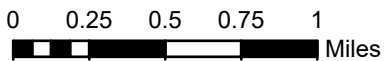
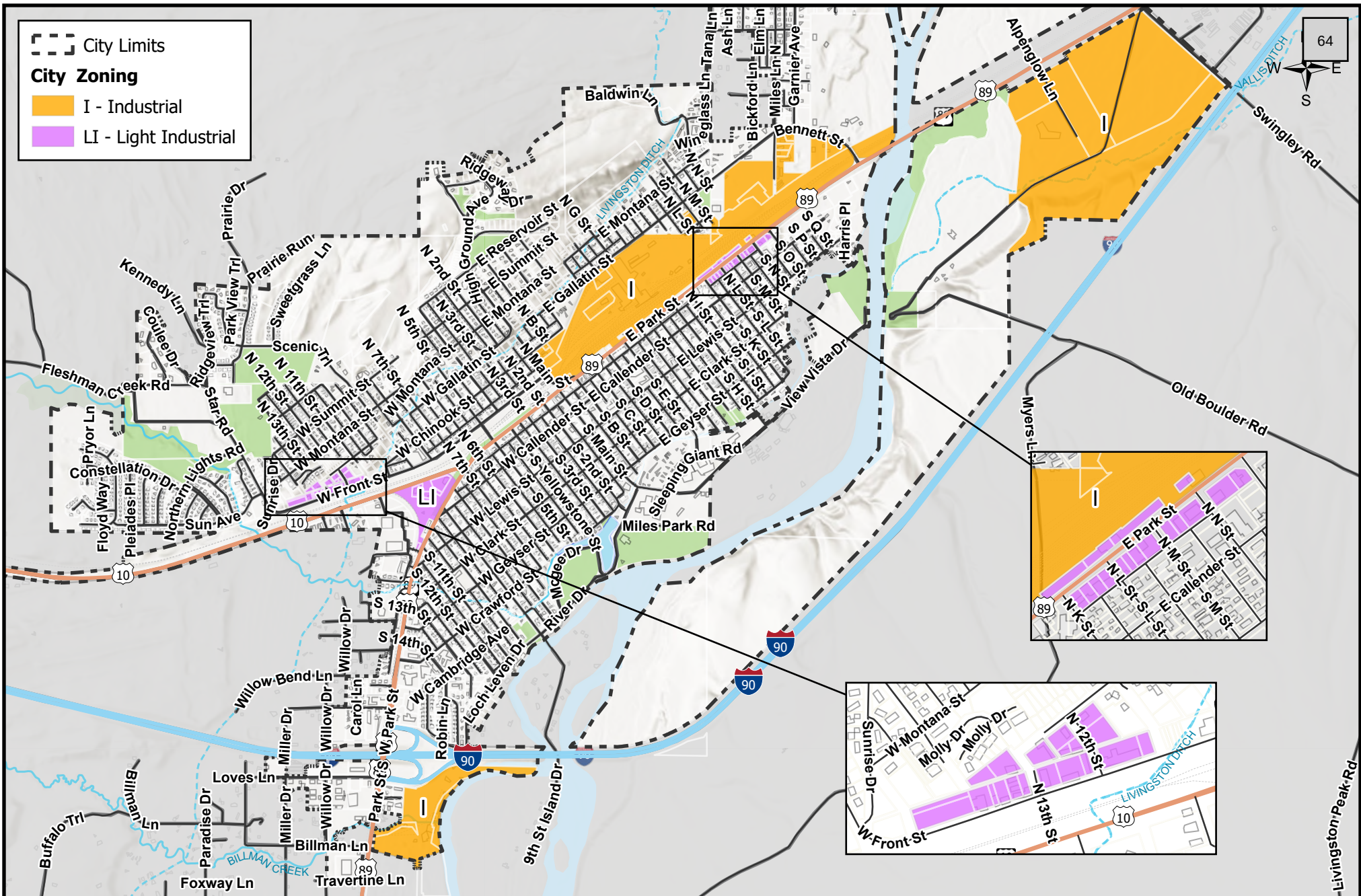
- A. Map of LI and I Zoning Districts
- B. Draft Ordinance 3068 with redlined Text Amendments
- C. Public Comments on the Proposed Text Amendment

City Limits

City Zoning

I - Industrial

LI - Light Industrial



Industrial and Light Industrial Zoning



ORDINANCE NO. 3068

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 30 IN THE LIVINGSTON MUNICIPAL CODE ENTITLED ZONING BY AMENDIND SECTION 30.40 AS IT RELATES TO USES ALLOWED IN THE INDUSTRIAL AND LIGHT INDUSTRIAL DISTRICTS.

*** * * * ***

Purpose

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

WHEREAS, the State of Montana has adopted legislation setting forth specific requirements in Montana Code Annotated that the City must follow in its administration of a Zoning Ordinance;

WHEREAS, the City’s Zoning Regulations must be made in accordance with a (adopted) Growth Policy as required by Section 76-2-304 of Montana Code Annotated

WHEREAS, the City Commission directed Staff at its December 16, 2025 meeting to amend the certain uses allowed in the Light Industrial and Industrial Zoning Districts to align with Zoning Map Amendments adopted by Resolution 5179;

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

NOW, THEREFORE, BE IT ORDAINED by the City Commission that the text in Chapter 30 of the Livingston Municipal Code entitled Official Zoning Ordinance, be hereby amended as follows:

SECTION 1

Article IV. District Regulations

Sec. 30.40. List of uses.

Table 30.40-1 designates a list of uses permitted within a zoning district. Designated uses shall be permitted only in the zones indicated. In the case of a use not specifically mentioned in the list of uses in Article IV of this Chapter, the decision regarding whether the proposed use of a structure is allowable in a specific zone shall be made by the Zoning Administrator, such decisions shall be based upon the most compatible uses contained in Article IV of this Chapter.

A = Allowed by Right

C = Conditional Use Permit Required

N = Not Allowed

Table 30.40-1 List of Uses

	R1	R2	LMU	HMU	CBD	GC	LI	I	PC
<u>Residential Uses</u>									
One (1) Family Dwelling	A	A	A	A	N ¹	N ¹	N	N	N
Two (2) Family Dwelling	A	A	A	A	N ¹	N ¹	N	N	N
Multifamily Dwelling (3+ units)	N	A	A	A	A	A	~~AN~~	N	N
Co-Living Housing	N	A	A	A	A	A	~~AN~~	N	N
Accessory Dwelling Unit (ADU)	A	A	A	A	N ²	N ²	N ²	N ²	N ²
<u>Community Uses</u>									
Church	A	A	A	A	A	A	A	A	A
School- Public, Private, and Parochial	A	A	A	A	C	A	C	N	A
School, Trade	N	N	C	N	N	A	A	A	N
Hospital/ Institution	N	N	C	C	N	C	A	~~NA~~	C
Medical/ Dental Clinic	N	N	A	A	A	A	A	~~CA~~	N
Adult Foster Care Center	C	A	A	A	A	A	A	N	N
Assisted Living	N	C	A	A	A	A	A	N	N
Child Care Center	A	A	A	A	A	A	A	N	N
Armory	N	N	N	N	N	N	N	N	A
Cemetery	N	N	N	N	N	N	N	N	A
Government Office	N	N	A	N	A	A	A	N	A
Public Recreation Facility	N	N	C	C	A	A	A	A	A

¹ Any number of residential units may be established within, or attached to, an existing building in these districts. No new residential structures may be built unless they meet the definition of Multifamily (3 or more units).

² New ADUs are allowed only if a single-family residential use already exists on the parcel.

	R1	R2	LMU	HMU	CBD	GC	LI	I	PC
Community Garden	A	A	A	A	C	A	A	N	A
Emergency Shelter	N	N	N	C	C	A	C	C	A
Utility Substation	C	C	C	C	C	C	C	C	C
Wireless Communication Facility	C	C	C	C	C	C	C	C	C
Public Safety Facility	A	A	A	A	A	A	A	A	A
Commercial Uses									
Radio Station	N	N	A	C	A	A	A	A	A
Veterinarian Clinic	N	N	A	N	N	A	A	A	N
Kennel/ Cattery	N	N	N	N	N	A	A	A	N
Laundromat	N	C	A	A	A	A	A	N	N
Short-Term Rental – Type I	A	A	A	A	A	A	N	N	N
Short-Term Rental – Type II	A	A	A	A	A	A	N	N	N
Motel/ Hotel	N	N	C	N	A	A	A	N	N
Bed and Breakfast	N	C	A	A	A	A	A	N	N
Campground/ Recreation Vehicle (RV) Park	N	N	N	N	N	A	A	N	N
Business and Professional Office	N	C ³	A	A	A	A	A	A	C
Retail	N	C	A	C	A	A	A	C	N
Large-scale Retail	N	N	N	N	C	C	C	C	N
Personal Service Store	N	C	A	C	A	A	A	C	N
Tattoo/ Body Piercing Studio	N	N	A	C	A	A	A	C	N
Alcohol Producing Business	N	N	A	C	A	A	A	N	N
Eating and Drinking Establishment (Sit-Down)	N	N	A	C	A	A	A	N	N
Mobile Food Vendor Park /Food Truck Park	N	N	C	C	A	A	C	C	N
Drive-Through Restaurant	N	N	C	N	N	A	A	A	N
Drive-Through Business (Other)	N	N	A	C	N	A	A	A	N
Bank (No Drive-Through)	N	N	A	C	A	A	A	A	N
Gasoline/ Service Station	N	N	C	N	N	A	C	A	N
Auto Repair Garage	N	N	C	N	C	A	A	A	N
Theater/ Entertainment Venue	N	N	C	N	A	A	A	N	C
Health and Exercise Establishment	N	C	A	A	A	A	A	C	C
Sexually Oriented Business	N	N	N	N	N	C	A	A	N
Casino	N	N	A	N	A	A	A	N	N
Firework Stand	N	N	N	N	N	N	N	N	N
Marijuana Retail Facility	N	N	C	C	C	A	A	A	N
Light Industrial / Industrial Uses									

³ See Section 30.54 for home occupation requirements

	R1	R2	LMU	HMU	CBD	GC	LI	I	PC
Mortuary	N	N	C	N	C	A	A	A	N
Wholesale Business	N	N	N	N	C	A	A	A	N
Commercial Greenhouse	N	C	C	C	N	A	A	A	N
Auto Salvage and Storage	N	N	N	N	N	N	A	A	N
Warehouse and Enclosed Storage	N	N	N	N	N	A	A	A	N
Machine Shop	N	N	N	N	N	A	A	A	N
Artisan Manufacturing	N	A	A	A	A	A	A	A	N
Limited Manufacturing	N	C	A	A	A	A	A	A	N
General Manufacturing	N	N	C	N	N	N	A	A	N
Intensive Manufacturing	N	N	N	N	N	N	C	A	N
Transportation Terminal	N	N	N	N	A	A	A	A	N
Travel Plaza/ Truck Stop	N	N	N	N	N	A	C	N	N
Open-Air Stadium, Sports Arena, and Amphitheater	N	N	C	N	N	A	A	N	C
Lumberyard	N	N	N	N	N	C	A	A	N
Marijuana Production Facility	N	N	N	N	N	N	A	A	N
Wind-Power Generator	N	N	N	N	N	N	C	C	N

Sec. 30.41. Development Standards.

Sec. 30.41.1. Residential development standards.

Table 30.41.1-1. Residential Development Standards

Zoning District	Low Density Residential (R1)	Med. Density Residential (R2)	High Density Residential - Mixed Use (HMU)	Light Mixed Use (LMU)
Minimum Lot Size	7,000 square feet	3,500 square feet	1,150 square feet	N/A
Minimum Front Street Setback	25 feet	20 feet	5 feet	10 feet
Minimum Side Setback ^{A,B}	15 feet	5 feet	5 feet	5 feet
Minimum Rear Setback	5 feet	5 feet	0 feet	0 feet

Minimum Side Street Setback	15 feet	10 feet	5 feet	10 feet
Maximum Building Height ^c	30 feet (or 36 feet if roof pitch >= 3:12)	30 feet (or 36 feet if roof pitch >= 3:12)	50 feet	36 feet
A) Any side setback that is directly adjacent to, and generally in line with, an adjoining rear setback within the same Zoning Classification District shall have the same setback as the adjoining rear setback. B) Side setbacks are not required for approved townhouse development. C) Maximum height shall be measured from the pre-disturbance grade.				

Sec. 30.41.2. Commercial development standards.

Table 30.41.2-1. Commercial Development Standards

Zoning District	Central Business District (CBD)	General Commercial (GC)	~~Light Industrial (LI)~~	~~Industrial (I)~~	Public-Community (PC)
Minimum Lot Size	N/A	3,500 square feet	~~6,000-square feet~~	~~6,000-square feet~~	N/A
Minimum Front Street Setback	0 feet	0 feet	~~10 feet~~	~~10 feet~~	20 feet
Minimum Side Setback ^{A,B,}	0 feet	0 feet	~~10 feet~~	~~10 feet~~	5 feet
Minimum Rear Setback	0 feet	0 feet	~~20 feet~~	~~0 feet~~	5 feet
Minimum Side Street Setback	0 feet	0 feet	~~10 feet~~	~~10 feet~~	10 feet
Maximum Building Height ^C	60 feet	60 feet	~~60 feet~~	~~60 feet~~	50 feet

- A) Any side setback that is directly adjacent to, and generally in line with, an adjoining rear setback within the same Zoning Classification District shall have at least the same setback as the adjoining rear setback.
- B) Side setbacks are not required for approved townhouse development.
- C) Maximum height shall be measured from the pre-disturbance grade.

Sec. 30.41.3. Industrial development standards.

Table 30.41.3-1. Industrial Development Standards

<u>Zoning District</u>	<u>Light Industrial (LI)</u>	<u>Industrial (I)</u>
<u>Minimum Lot Size</u>	<u>6,000 square feet</u>	<u>6,000 square feet</u>
<u>Minimum Front Street Setback</u>	<u>10 feet</u>	<u>10 feet</u>
<u>Minimum Side Setback^{A,B}</u>	<u>10 feet</u>	<u>10 feet</u>
<u>Minimum Rear Setback</u>	<u>20 feet</u>	<u>0 feet</u>
<u>Minimum Side Street Setback</u>	<u>10 feet</u>	<u>10 feet</u>
<u>Maximum Building Height^C</u>	<u>60 feet</u>	<u>60 feet</u>
<u>A) Any side setback that is directly adjacent to, and generally in line with, an adjoining rear setback within the same Zoning Classification District shall have at least the same setback as the adjoining rear setback.</u> <u>B) Side setbacks are not required for approved townhouse development.</u> <u>C) Maximum height shall be measured from the pre-disturbance grade.</u>		

SECTION 2

Statutory Interpretation and Repealer:

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

SECTION 3

Severability:

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

SECTION 4

Savings provision:

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

SECTION 5

Effective date:

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

PASSED by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the ____ day of April, 2026

MELISSA NOOTZ, CHAIR

ATTEST:

Emily Hutchinson
City Clerk

PASSED, ADOPTED AND APPROVED, by the City Commission of the City of Livingston, Montana, on a second reading at a regular session thereof held on the _____ day of May, 2026.

MELISSA NOOTZ, CHAIR

ATTEST:

APPROVED TO AS FORM:

EMILY HUTCHINSON
City Clerk

JON HESSE
City Attorney



320 Alpenglow Lane
Livingston, Montana 59047
www.LivingstonHealthCare.org
406.222.3541

Submitted Sept. 28, 2026

Livingston City Commission
220 E. Park St.
Livingston, MT 59047

I'm writing this letter on behalf of Livingston HealthCare where I serve as the Chief Executive Officer. Livingston HealthCare would like to formally protest the rezoning of the hospital property from light industrial to industrial.

The agenda for the 12/16/25 City Commission meeting included Resolution 5180 which would amend Section 30.13 of the Livingston Municipal Code entitled official zoning map of the City of Livingston by updating the parcels included in the Gateway Overlay Zoning District that is consistent with the new official zoning map adopted by Resolution 5179, and renaming the district the Heritage Overlay Zone. I did not attend the meeting on December 16th because the proposed zoning recommendation from the City Planning Department kept the hospital property as light industrial and I didn't anticipate any changes. Shortly after the December 16th meeting, I was informed that the hospital property was rezoned from light industrial to industrial. I was shocked to learn about this change and thought it might be a mistake because rezoning our property would essentially make our existing hospital noncompliant with industrial zoning.

After learning about the rezoning of the hospital property, I decided to listen to the recording of the City Commission meeting on 12/16/26. My takeaway from the discussion about the rezoning of the hospital property is that one of the Commissioners did not like the state's inclusion of residential uses in light industrial. He felt that leaving the hospital property zoned for light industrial could potentially put people in harm's way because of recent flooding. I agree that we do not want to put people in harm's way, but I don't believe rezoning the hospital property was the proper way to achieve this.

If the hospital did decide that they wanted to build residential housing on its property, they would be required to submit subdivision plans to the City Commission for consideration and approval. Included within the submission would be a flood mitigation plan. The City Commission could easily deny the hospital's request if they felt the subdivision plan did not adequately address flood concerns. This would be a much more logical way to deal with flood concerns versus zoning changes.

The City Manager mentioned during the December 16th meeting that the City Commission could consider a text amendment to industrial zoning which would include medical facilities. This would solve the hospital's noncompliance with industrial zoning. If changes

can be made through text amendments, why wouldn't the City Commission consider making text amendments to light industrial zoning, to not allow residential uses, rather than rezoning the hospital property to industrial and then making text amendments to allow medical facilities? This appears a little backwards to me.

Finally, when the hospital bought the property from the Watson family, there were deed restrictions placed on the property that do not allow industrial uses on the property. The rezoning of the property has basically made the property useless to the hospital and significantly devalues the property.

My hope is that the City Commission will reevaluate their zoning decisions at the December 16th meeting and will return the hospital's property zoning to light industrial.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bruce Whitfield".

Bruce Whitfield
Chief Executive Officer
Livingston HealthCare

Becky Moores
 2402 Constellation Drive
 Livingston MT 59047
becky.moores@gmail.com
 303.919.6735

April 21, 2026

Livingston City Commissioners
 220 E Park Street
 Livingston, MT 59047

Re: ORDINANCE 3068: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 30 IN THE LIVINGSTON MUNICIPAL CODE ENTITLED ZONING BY AMENDIND SECTION 30.40 AS IT RELATES TO USES ALLOWED IN THE INDUSTRIAL AND LIGHT INDUSTRIAL DISTRICTS.

Dear City Commissioners,

I am a Livingston resident and sit on the City of Livingston's Consolidated Land Use Board as Vice Chair. The Land Use Board reviewed the proposed Ordinance 3068 at two separate meetings on February 11, 2026 and March 11, 2026, spending nearly 3 hours deliberating on this one topic. The recommendation from the Consolidated Land Use Board does not align with what the City Staff are recommending to the Commission, and I urge you to carefully consider the Land Use Board's recommendation. The Land Use Board voted unanimously against the proposed changes to the zoning code and requested the City Commission revisit the Zoning Map as it relates to the four parcels on the east side of the City that were zoned Industrial on December 16, 2025 and to rezone those parcels back Light Industrial. Details that were discussed by the Land Use Board that led to their recommendation to the Commission are provided below. The recording of the March 11 meeting can be accessed here: <https://www.livingstonmontana.org/bc-club/page/consolidated-land-use-board-meeting-1>.

As you are aware, the reason there is a proposal to update the zoning code it to align text with the zoning map, particularly the parcels on the eastern end of town that were rezoned from Light Industrial to Industrial during the December 16, 2025 City Commissioners meeting. The Land Use Board discussed in depth the rezoning of those parcels, including the City Commission's concerns about creating a new separate town center on the east side of town, as well as concerns about utility extensions to the east side of town and how

those facts may have resulted in the decision to rezone the parcels to Industrial to prohibit that development. The Board also discussed flooding potential for those parcels and the Commission's concerns about allowing development within those parcels, and discussed spot zoning and reverse spot zoning.

Related to the flooding concerns, the Board discussed how there are separate regulations from the federal government and the new city regulations that address any development within areas prone to flooding, and therefore zoning is not needed to prohibit building in those areas.

The board discussed what the current zoning allows for in industrial vs light industrial, and ultimately came to the conclusion that no zoning text amendments would be needed to allow for the hospital's expansion if the parcels were still zoned as Light Industrial. The thorough discussions ultimately led to the Board's unanimous vote to not recommend the text changes for approval to the Commission. Since the Land Use Board does not have purview over the zoning map, the Board made a recommendation for the Commission to reconsider the designated zoning for those parcels to the east.

The following information is my personal opinion and is not representative of the Land Use Board. The meeting in December 16, 2025 seemed to be focused on the concern for the zoning to allow for housing within an area prone to flooding, and that concern is what triggered to suggestion to rezone the parcels on the east side of town that includes the hospital to Industrial, because the zoning code does not allow for any kind of housing within Industrial zoned areas.

The re-zoning of the parcels from light industrial to industrial should not have occurred in December 2025. The change was a last minute, not previously presented to the public, and there was no opportunity for public comment because the rezoning topic was brought up after public comment period was completed during that meeting.

The zoning change for those few eastern parcels could be viewed as reverse spot zoning, which is described as follows:

Reverse spot zoning occurs when a specific, small parcel of land is zoned more restrictively than surrounding properties, creating an "island" of stricter land-use regulations. This type of zoning is often considered arbitrary and discriminatory as it unfairly limits the property owner's rights compared to neighboring, similar land.

There are areas immediately adjacent to the river zoned as R1 that allows for residential housing in areas prone to flooding, yet those areas were not considered for rezoning during the December 16, 2025 meeting. It was only the parcels on the far east side that were rezoned for flooding concerns.

Any future development on those parcels must comply with the City's new Floodplain Development regulations. The City's Growth Policy specifically points to the floodplain regulations for this reason and does not state that zoning should be adjusted to limit development.

Strategy 4.3.2.1: Continue to limit development in the floodplain through the application of the Livingston Floodplain Regulations

Ultimately, no zoning text changes would be necessary if the eastern parcels were still zoned as Light Industrial; the hospital would be allowed by right and could expand its facilities in the future as an allowed use in the zoning code. Please reconsider reverting the zoning for those parcels to Light Industrial.

Thank you,



Becky Moores

File Attachments for Item:

B. RESOLUTION 5209: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO AMEND THE BUDGET FOR FISCAL YEAR 2025-2026, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$1,125,605 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$853,106.



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: October 6, 2026
TO: Chair Nootz and City Commissioners
FROM: Paige Fetterhoff
RE: Staff Report for Resolution 5209

Recommendation and Summary

Staff is recommending the Commission approve Resolution 5209 of its intent to amend the budget for the Fiscal Year Ended June 30, 2026.

"I move to approve Resolution Number 5209 and authorize the Chair to sign the resolution."

Introduction and History

The Commission approved the City Manager's budget for fiscal year 2025-2026 via resolution no. 5164 on July 15th, 2025. Since the approval of the budget, certain expenditures occurred that were not included in the original budget. The reasons for these additional expenditures are provided below:

Analysis

During the fiscal year expenditures arose that were not included in the original approved budget. When presenting a budget, it can be difficult to determine all the needs of the City for an entire year. Circumstances arise that require expenditures be made that cannot always be anticipated during the creation of the budget. When increasing appropriations, the source of funds must be identified as Fund Reserves, Unanticipated Revenues, or Unbudgeted Revenues. These expenditures were anticipated along with offsetting revenue however, the approximate dollar amounts and timing of the expenditures were unknown to staff.



<u>Fund</u>	<u>Amount</u>	<u>Reason</u>
General Fund	\$124,995	The General Fund is the primary operating account for expenses of the government that are not required to be accounted for elsewhere. While total year end expenditures varied within several line items of the General Fund budget, overages were typically offset by savings within departments. Additionally, unanticipated or unbudgeted revenues offset expenditures for the fund.
Library Fund	\$700,000	Over the last several years, the library fund has accumulated reserves that exceed statutory limitations. The Library Board approved a budget amendment to transfer these excess reserves to a Capital Improvement Fund for future building improvements.
Revolving Loan Fund	\$18,794	Park Local Development administers the revolving loan fund for the City. As payment for administering these funds they receive the greater of \$14,000 or 100% of the interest collected on loans and 18% of investment interest earnings. Increased activity and higher interest resulted in administrative fees greater than budgeted.
Streets	\$267,205	The timing of infrastructure projects in streets typically spans two fiscal years with work beginning in May or June and not being completed until August. Projects are historically budgeted for in the year constructions begins but not all costs are actually incurred during that year. Unspent project funds are rolled forward from one fiscal year to the next.
Sidewalks	\$12,740	The City of Livingston maintains a sidewalk fund that can be used for the repair or replacement of sidewalks in disrepair around the City. Upon an order to repair sidewalks, a property owner may choose to pay the City immediately for the repair or replacement or they may choose to have their property taxes assessed for this cost at a rate of 6% over 5 years.
SID 181	\$156	Estimates for debt services provided by DNRC varied from final payment amounts.

Fiscal Impact

Revenue adjustments in the amount of \$853,106 and appropriation adjustments of \$1,125,605 will be reflected in the final budget for FY 25-26.

Strategic Alignment

The budget provides funding for the operational and policy priorities of the City.

Attachments

- Resolution 5209

RESOLUTION NO. 5209

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO AMEND THE BUDGET FOR FISCAL YEAR 2025-2026, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$1,125,605 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$853,106.

WHEREAS, by Resolution No. 5164 the City of Livingston adopted its budget for Fiscal Year 2025-2026 (FY 25-26); and

WHEREAS, Mont. Code Ann. §§ 7-6-4006(4), 7-6-4031(2) and 7-6-4006(3) provide that the budget may be amended by conducting a public hearing thereon; and

WHEREAS, any proposed budget amendment which provides for additional appropriations must identify the fund reserves, unanticipated revenue or previously unbudgeted revenue that will fund the appropriations; and

WHEREAS, the budget for FY 25-26 requires a budget amendment by making appropriation adjustments in the amount of \$1,125,605 and revenue adjustments in the amount of \$853,106 as specified herein.

NOW, THEREFORE, be it resolved by the City Commission of the City of Livingston, Montana, that the budget for Fiscal year 2025-2026 is amended as follows:

Revenue Estimate Adjustments

Fund	Description/Purpose	Account	Amount
General	State Share Pension	1000-335050	67,396
	Sale of Misc Items	1000-341011	20,470
	Recreation Program	1000-346010	39,207
	Police Department Fines	1000-351037	26,033
Library Capital	Transfer from Library Opera	4020-383006	700,000
TOTAL			\$ 853,106

Appropriation Adjustments

Fund	Description/Purpose	Account	Amount	Fund Reserves	Unanticipated Revenues	Unbudgeted Revenues
General	Public Relations	1000-403-410400-312	22,000	X		
	Credit Card Merchant Fees	1000-404-410550-810	7,710		X	
	Legal Services	1000-407-411100-350	12,915	X		
	State Pension Expense	1000-441-420401-191	82,370		X	
Library	Transfer to Capital Improve	2220-501-521000-821	700,000	X		
Revolving Loan Fund	Administrative Fees	2397-400-470320-411	18,794		X	
Streets	Capital Improvements	2500-451-430240-960	267,205	X		
Sidewalks	Sidewalks	2600-400-430240-914	12,740	X		
Business Improvement District	Professional Services	2650-400-470100-350	1,715	X		
SID 181	Principal	3600-470-490300-610	127	X		
	Interest	3600-470-490300-620	29	X		
TOTAL			\$ 1,125,605			

Dated this 6th day of October, 2026.

MELISSA NOOTZ - Chairperson

ATTEST:

APPROVED AS TO FORM:

EMILY HUTCHINGSON
Clerk

JON HESSE
City Attorney

Resolution No. 5209

Page 1

NOTICE

A public hearing will be held by the City Commission of Livingston, Montana, on October 20th, 2026 in the Community Room of the City County Complex, 414 E Callender Street, Livingston MT at 5:30 p.m., on **Resolution No. 5209** entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO AMEND THE BUDGET FOR FISCAL YEAR 2025-2026, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$1,125,605 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$853,106 AND CALLING FOR A PUBLIC HEARING.** For further information, contact Finance Director, Paige Fetterhoff, at (406) 823-6003.

File Attachments for Item:

C. RESOLUTION 5210: RESOLUTION RELATING TO \$191,098.00 SOLID WASTE REVENUE BOND, SERIES 2026; AUTHORIZING THE ISSUANCE, AWARDED THE SALE, AND FIXING THE TERMS AND CONDITIONS THEREOF AND CREATING SPECIAL FUNDS AND ACCOUNTS AND PLEDGING CERTAIN REVENUES AS SECURITY THEREFOR



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: October 6, 2026
TO: Chair Nootz and City Commissioners
FROM: Paige Fetterhoff
RE: Staff Report for Resolution 5210

Recommendation and Summary

Staff is recommending the Commission approve Resolution 5210 to issue Revenue Bonds for the purchase of Tractor for Solid Waste.

"I move to approve Resolution Number 5210 and authorize the Chair to sign the resolution."

Introduction and History

The Commission purchase order 20277 to purchase a 2027 Peterbilt 567 Tractor.

Analysis

The City is hauling solid waste to the Logan Landfill. In FY 2026 there were multiple incidents where our single tractor was being repaired and not available to haul municipal garbage. The purchase of an additional tractor will ensure uninterrupted operations.

Fiscal Impact

Annual principal payments of approximately \$17k to \$21k plus variable interest. For FY 2027 the interest rate is 4.5%.

Strategic Alignment

Continuity in operational and policy priorities of the City.

Attachments

- Resolution 5210

RESOLUTION NO. 5210

RESOLUTION RELATING TO \$191,098.00 SOLID WASTE REVENUE BOND, SERIES 2026; AUTHORIZING THE ISSUANCE, AWARDED THE SALE, AND FIXING THE TERMS AND CONDITIONS THEREOF AND CREATING SPECIAL FUNDS AND ACCOUNTS AND PLEDGING CERTAIN REVENUES AS SECURITY THEREFOR

BE IT RESOLVED by the governing body of the City of Livingston, (the "Issuer") Montana, as follows:

Section 1. Definitions, Authorizations and Findings.

1.01. Definitions. The terms defined in this Section 1.01 shall for all purposes of this Resolution have the meanings herein specified, unless the context clearly otherwise requires:

Act means Montana Code Annotated, 7-11-10, as heretofore and hereafter amended or supplemented.

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

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 successor 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 Bond for the purpose of making loans to Eligible Government Units.

Bonds means this Series 2026 Bond and any Additional Bonds.

Bondholder means the Board of Investments.

Bond Register means, with respect to the Series 2026 Bond, the registration books maintained by the Issuer's Clerk/Treasurer pursuant to Section 4.02.

Borrower Act means §§ 7-11-10, MCA authorizing an Eligible Government Unit to borrow money on terms consistent with the Program.

Business Day means any day other than a Saturday, Sunday, or other day on which commercial banks located in the Issuer's area in which the principal office of the Registrar is not open for business or are authorized by law to close.

Construction Account means the account created by Section 7.02.

Debt Service Account means the account created by Section 7.04.

Electronic Funds Transfer (EFT) Authorization means the authorization given by the Issuer to the Board to initiate electronic debit and/or credit entries to the Issuer'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 Issuer's request.

Fiscal Year means the period commencing on the first day of July of any year and ending on the last day of June of the next year, or any other specified twelve-month period, authorized by law and

specified by the governing body as the fiscal year of the Issuer.

Holder means a Bondholder.

INTERCAP Bond means the Annual Adjustable Rate Municipal Finance Consolidation Act Extendable Bond (INTERCAP Loan Program) Taxable Series 2022 issued by the Board pursuant to the Board Resolution to finance the Program.

Interest Payment Date means each February 15 and August 15, or any date specified in the Bond and in this Resolution as a fixed date for payment of an installment of interest on any of the Bonds.

Issuer means the local government entity above named, its successors and assigns, eligible to participate in the INTERCAP Loan Program.

Maturity shall mean, when used with respect to any Bond, the date on which the principal of such Bond becomes due and payable as therein or herein provided, whether at its Stated Maturity or if by early redemption.

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%) per annum as necessary to pay Program Expenses, as such Maximum Rate may be adjusted as provided in the Board Resolution.

Net Revenues means the Revenues for a specified period less the Operating Expenses for the same period.

Operating Expenses means the current expenses, paid or accrued, of operation, maintenance and minor repair of the System, excluding interest on the Bonds and depreciation, as calculated in accordance with generally accepted accounting principles, and shall include, without limitation, administrative expenses of the Issuer relating solely to the System, premiums for insurance on the properties thereof, labor and the cost of materials and supplies used for current operation and for maintenance, and charges for the accumulation of appropriate reserves for current expenses which are not recurrent regularly but may reasonably be expected to be incurred.

Original Purchaser means, with respect to any series of Bonds, the Board of Investments.

Outstanding means, when used with reference to Bonds, as of the date of determination, all Bonds unpaid.

Person means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

Principal and Interest Requirements means, with respect to any Outstanding Bonds and for any Fiscal Year, the amount of principal of and interest on such Bonds due and payable during such Fiscal Year. For purposes of computing the amount of interest due on Bonds which bear interest at a variable rate under the Board of Investments' INTERCAP Loan Program, the interest rate borne by such Bonds after any date on which the interest on such Bonds may change pursuant to the terms thereof shall be assumed to be the average rate of interest on obligations purchased by the Board of Investments pursuant to the INTERCAP Loan Program during the immediately preceding five-year period.

Principal Payment Date means each February 15 and August 15, or any date specified in the Bond and in this Resolution as a fixed date for payment of an installment of principal on any of the Bonds.

Program means the Board's INTERCAP Loan 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 the improvements to the System described in Section 1.03.

Redemption Date when used with respect to any Bond to be redeemed shall mean the date on which it is to be redeemed pursuant hereto.

Redemption Price when used with respect to any Bond to be redeemed shall mean the price at which it is to be redeemed pursuant hereto.

Registrar means, with respect to the Series 2026 Bond, the Clerk/Treasurer of the Issuer.

Repair and Replacement Account means the account created by Section 7.06.

Reserve Account means the account created by Section 7.05.

Reserve Requirement means 10% of the principal amount of Bonds drawn or one year's debt service, whichever is less.

Resolution means this Resolution No. _____. Resolutions, ordinances, or other appropriate enactments by the Issuer's governing body are certified by the Issuer's Clerk as being duly adopted and in full force and effect.

Revenues means all revenues and receipts from rates, fees, charges, assessments, and rentals imposed for the availability, benefit, and use of the System, and from penalties and interest thereon, and from any sales of property which is a part of the System and income received from the investment of such revenues and receipts, including interest earnings on the accounts of the System.

Series 2026 Bond means the Solid waste System Revenue Bond, Series 2026, issued in the original principal amount of \$191,098.00 pursuant to this Resolution.

State means the State of Montana.

Stated Maturity when used with respect to any Bond shall mean the date specified in such Bond as the fixed date on which the principal of such Bond is due and payable.

System means the Issuer's solid waste system, as it may at any time exist, including any replacement, expansion, and improvement thereof.

Solid Waste Fund means the fund created by Section 7.01.

1.02. Authorization. Under the Act, the Issuer is authorized to issue and sell its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the reconstruction, improvement, betterment and extension of a solid waste system, provided that the bonds and the interest thereon are to be payable solely out of the income and revenues to be derived from rates, fees and charges for the services, facilities, and commodities furnished by such solid waste system, and are not to create any obligation for the payment of which taxes may be levied except to pay for services provided by the System to the Issuer.

1.03. The Project. The Issuer has determined the necessity of upgrading the System by the Project. The Project consists of 2027 Peterbilt 567 tractor. The estimated cost of the project is \$191,098.00 with the Issuer receiving approximately \$191,098.00 in Bond proceeds of which \$10% of the

amount advanced or one year's debt service, whichever is less, is for a reserve or otherwise provided by the Issuer either from the solid waste enterprise fund or from other sources.

1.04. Outstanding Indebtedness. No bonds or other indebtedness are outstanding that are payable in whole or in part from or secured by revenues of the System.

1.05. Net Revenues Available. The Issuer is authorized to charge just and equitable rates, charges and rentals for all services directly or indirectly furnished by the System, and to pledge and appropriate to the Series 2026 Bond the Net Revenues to be derived from the operation of the System. The Net Revenues to be produced by such rates, charges, and rentals during the term of the Series 2026 Bond and the useful life of the improvements financed thereby will be more than sufficient to pay the principal and interest when due on the Series 2026 Bond, and to create and maintain reasonable reserves therefor and to provide an allowance for replacement and depreciation, as herein prescribed.

1.06. Sale of Series 2026 Bond. Pursuant to the authority recited in Section 1.02 and for the purpose of a portion of the cost of the Project, this governing body hereby authorizes the issuance of the Series 2026 Bond. It is hereby found and determined to be necessary and expedient for the Issuer to issue and sell to the Holder, pursuant to the Borrower Act, the Series 2026 Bond, to be designated as the "Solid Waste Revenue Bond, Series 2026," in the principal amount of \$191,098.00, at a price equal to its principal amount. The remaining costs of the Project, not financed by the Series 2026 Bond will be paid from money that the Issuer has on hand or available from other funds.

1.07. Recitals. All acts, conditions and things required by the Constitution and laws of the State to be done, to exist, to happen and to be performed prior to the issuance of the Series 2026 Bond have been done, do exist, have happened, and have been performed in due time, form and manner, wherefore it is now necessary for this governing body to establish the form and terms of the Series 2026 Bond, to provide for the security thereof and to issue the Series 2026 Bond forthwith.

Section 2. The Bonds. The Bonds shall be special, limited obligations of the Issuer. Principal of, premium, if any, and interest on the Bonds shall be payable solely from Net Revenues (other than to the extent payable out of proceeds of the Bonds). The Bonds shall not be or constitute a pledge of the general credit or taxing powers of the Issuer of any kind whatsoever. Neither the Bonds nor any of the agreements or obligations of the Issuer contained herein shall be construed to constitute an indebtedness of the State or the Issuer within the meaning of any constitutional or statutory provisions whatsoever.

Section 3. Form of the Series 2026 Bond. The Series 2026 Bond shall be prepared in substantially the form attached as Exhibit A hereto, with such appropriate variations, omissions, and insertions as are permitted or required by this Resolution.

Section 4. Terms of the Series 2026 Bond.

4.01. Date, Maturity, and Interest. The Series 2026 Bond to be issued and sold pursuant to this Resolution shall be designated a Solid Waste Revenue Bond, Series 2026, shall be in the principal amount of \$191,098.00, shall be one in number, shall be dated as of the date of delivery thereto and payment therefor by the Holder, and shall bear interest from the date of issuance of the Series 2026 Bond at the rate per annum equal to the Variable Rate (as hereinafter defined), as such may be adjusted from time to time as hereinafter provided. Interest shall be computed based on the actual number of days in the year and the actual number of days outstanding. Interest shall be payable on each Interest Payment Date, commencing February 15, 2027, and principal installments of the Series 2026 Bond shall be payable on February 15 and August 15 in each of the years 2027 to and including 2032 (each a Principal Payment Date), with principal payable on such Payment Dates in the respective amounts set forth in the attached debt service schedule (which is hereby incorporated herein and made a part hereof), with interest then accrued and unpaid on the outstanding principal amount hereof. All outstanding principal, together with accrued and unpaid interest hereon shall be payable on the final Principal Payment Date, February 15, 2032.

Outstanding principal installments of the Series 2026 Bond shall bear interest from the date thereof until paid at the Variable Rate, as such may be adjusted from time to time as hereinafter provided. As used herein, "Adjustment Date" means February 16, during the term of the Series 2026 Bond, and "Adjustment Period" means the period beginning on an Adjustment Date and ending on the day before the next succeeding Adjustment Date or the final stated maturity of this Series 2026 Bond, whichever is earlier; provided that if this Series 2026 Bond is not paid at its final stated maturity, the final Adjustment Period shall extend until all principal installments hereof are paid or provision has been duly made for their payment.

Until the initial Adjustment Date, the Variable Rate shall be four-point five percent (4.50%) for the period from the date of original registration of the Bond until February 15, 2027. Thereafter, for each twelve-month or shorter period during the term of this Bond commencing on February 16 and concluding on February 15 (the "Adjustment Period") in the next succeeding year or, if earlier, the final maturity date of this Bond, the Variable Rate shall be an annual interest rate determined by the Holder, which rate generally shall equal the rate of interest on the INTERCAP Bond, as determined under the INTERCAP Resolution, plus up to an additional 150 basis points (1.50%) per annum as necessary to pay Program Expenses, as published or posted or otherwise noticed by the Holder following each February 15. The adjusted Variable Rate shall not exceed the Maximum Rate, which shall not exceed nine and fifteen hundredths' percent (9.15%) per annum; provided, however, that the Holder may, by posting on the INTERCAP Loan Program website and publishing or posting in such other places as determined necessary and appropriate by a representative of the Holder, adjust the Maximum Rate. Interest is calculated based on a 365-day year. All payments will be automatic pursuant to the EFT Authorization attached hereto when due.

Payments of principal of and interest on this Bond shall be due on the dates and in the amounts shown on the attached debt service schedule(s) to this Bond, as such shall be revised from time to time by the Holder. Upon each disbursement of amounts to the Issuer evidenced by this Bond, the Holder shall enter or cause to be entered the amount advanced on the attached Description of the Project/Summary of Disbursements to this Bond and the total amount then advanced, including such disbursement, under "Amount of Draw" and "Amount Remaining for Item." Once the full principal amount of the Bond has been advanced or the Issuer notifies the Holder in writing that the Issuer has no need for any additional advance of principal to pay a portion of the costs of the Project, whichever occurs earlier, the Holder shall combine the debt service schedules into one. Annually thereafter, during the term of the Bond following each interest Adjustment Date, the Holder shall send to the Issuer a revised debt service schedule(s) reflecting the payments of the principal and the interest due on February 15 and August 15 of the upcoming bond year at the then-existing Variable Rate.

The Issuer acknowledges that the initial Variable Rate provided above is and any subsequent Variable Rate following adjustment will be based upon the Issuer providing or causing to be provided electronic funds authorization ("EFT Authorization"), which enables the Holder to initiate electronic debit and/or credit entries to the Issuer's specified account to fund the loan evidenced by the Bond and to make automatic payments on the Bond.

4.02. Registration. The Series 2026 Bond shall be fully registered as to both principal and interest and shall be registered in the name of and payable to the Board of Investments of the State of Montana as bondholder.

4.03. Redemption. The Issuer may redeem any installment of principal of the Bonds on any Business Day at a price equal to the principal amount to be redeemed plus interest accrued to the date of redemption provided that the Issuer gives at least 30-day notice to the Holder unless the Holder agrees to shorter notice.

4.04. Execution and Delivery. The Series 2026 Bond shall be prepared under the direction of the Issuer's Clerk and shall be executed on behalf of the Issuer by the signatures of the City Manager and countersigned by the Issuer's Finance Manager and sealed with the official corporate seal of the Issuer, if in use. When the Series 2026 Bond has been executed, the Issuer's Finance Manager shall cause it to be dated as of the date of delivery and delivered to the Holder, as purchaser thereof, upon payment of the purchase price heretofore agreed upon.

Section 5. Use of Proceeds of Series 2026 Bond. The proceeds of the Series 2026 Bond are hereby appropriated to the Solid Waste Fund created by this Resolution and shall be deposited in the Reserve Account created therein by this Resolution in an amount equal to the initial Reserve Requirement and the balance of the proceeds shall be deposited in the Construction Account created by this Resolution and applied to the costs of the Project. In addition, the Issuer will pay the proceeds to a third party within five-business days after the date they are advanced (except for proceeds to reimburse the Issuer for previously paid expenditures, which are deemed allocated on the date advanced).

Section 6. Additional Bonds The Issuer agrees that if additional bonds are necessary and if they are to be issued and secured by the revenues of the System, the additional bonds will need to meet the reserve requirement and the 125% coverage test herein described, otherwise, the additional bonds will be subordinate to the Outstanding Bonds and the Series 2026 Bonds.

Section 7. Solid Waste Fund.

7.01. Bond Proceeds and Revenues Pledged and Appropriated. A special Solid Waste Fund is hereby created and shall be maintained as a separate bookkeeping account on the official books of the Issuer until all Bonds and interest and redemption premiums due thereon have been fully paid, or the Issuer's obligations with reference to such Bonds has been discharged as provided in Section 10. All proceeds of Bonds and all other funds presently on hand derived from the operation of the System are irrevocably pledged and appropriated to the Solid Waste Fund. In addition, there is hereby irrevocably pledged and appropriated to the Solid Waste Fund all Revenues. Within the Solid Waste Fund shall be separate accounts designated and described in Sections 7.02 through 7.07, to segregate income and expenses received, paid, and accrued for the respective purposes described in those sections. The Revenues received in the Solid Waste Fund shall be apportioned monthly as of the first day of each month, commencing February 15, 2027.

7.02. Construction Account. The Construction Account is hereby established as a separate account within the Solid Waste Fund. Upon delivery of the Series 2026 Bond, the Issuer shall credit to the Construction Account, the proceeds of the Series 2026 Bond, to be applied to the payment of costs of the Project. Any amount not used for Project Costs shall be transferred to the Reserve Account to the extent required to establish the Reserve Requirement therein and, to the extent not so required, to the Debt Service Account.

7.03. Operating Account. The Operating Account is hereby established as a separate account within the Solid Waste Fund. As of each monthly apportionment there shall be set aside and credited to the Operating Account, as a first charge on the Revenues, such amount as may be required over and above the balance then held in the Operating Account to pay the reasonable and necessary Operating Expenses of the System which are then due and payable or are to be paid prior to the next monthly apportionment. Operating Expenses shall not include any allowance for interest expense or depreciation, renewals, or replacements of capital assets of the System and shall not include any portion of the salaries or wages paid to any officer or employee of the Issuer, except such portion as shall represent reasonable compensation for the performance of duties necessary to the operation of the System. Money in the Operating Account shall be used solely for the payment of current Operating Expenses of the System.

7.04. Debt Service Account. The Debt Service Account is hereby established as a separate account within the Solid Waste Fund. As of each monthly apportionment there shall be credited to the Debt Service Account out of the Net Revenues remaining after the credit to the Operating Account an amount equal to the principal of and interest on the Series 2026 Bond payable on the next succeeding installment payment date provided that the Issuer shall be entitled to reduce a monthly apportionment by the amount of any surplus previously credited and then on hand in the Debt Service Account. Money from time to time held in the Debt Service Account shall be disbursed only to meet payments of principal of and interest on the Bonds as such payments become due; provided that on any date when the amount then on hand in the Debt Service Account, plus the amount in the Reserve Account allocable to a series of Bonds, are sufficient with other moneys available for the purpose to pay or discharge all Bonds of that series and the interest accrued thereon in full, they may be used for that purpose. If any payment of principal or interest becomes due when money in the Debt Service Account is temporarily insufficient therefor, such payment shall be advanced from available funds then on hand in the Repair and Replacement Account then the Reserve Account.

7.05. Reserve Account. The Reserve Account is hereby established as a separate account within the Solid Waste Fund. From the principal amount of the Series 2026 Bond advanced, there shall be deposited an amount equal to the initial Reserve Requirement. Thereafter, upon each monthly apportionment, if the balance in the Reserve Account is less than the Reserve Requirement, all Net Revenues in the Solid Waste Fund remaining after the required credit to the Debt Service Account shall be credited to the Reserve Account until the balance therein equals the Reserve Requirement.

If on any Interest Payment Date or Principal Payment Date there shall exist a deficiency in the Debt Service Account, the Issuer shall immediately transfer from the Reserve Account to the Debt Service Account an amount equal to such deficiency.

Money held in the Reserve Account shall be used only to pay maturing principal and interest when money in the Debt Service Account is insufficient therefor or to pay a series of Bonds as provided in Section 7.04.

If at any time (including, but not limited to, any Principal Payment Date and any Redemption Date), the balance in the Reserve Account exceeds the Reserve Requirement, the Issuer shall transfer such excess to the Debt Service Account to establish the required balance therein.

7.06. Repair and Replacement Account. The Repair and Replacement Account is hereby established as a separate account within the Solid Waste Fund. As of each monthly apportionment, there shall be credited to the Repair and Replacement Account such portion of the Net Revenues, in excess of the current requirements of the Debt Service Account and the Reserve Account (which portion of the Revenues is referred to herein as "Surplus Net Revenues"), as the Issuer shall determine to be required for replacement or renewal of worn out, obsolete or damaged properties and equipment of the System. Money in the Repair and Replacement Account shall be used only for the purposes above stated or, if so directed by the governing body, to pay Operating Expenses, to redeem Bonds which are prepayable according to their terms, to pay principal or interest when due thereon as required in Section 7.04, or to pay the cost of improvements to the System.

7.07. Transfers from System Not Allowed. No money shall at any time be transferred from any account of the Solid Waste Fund to any other fund of the Issuer, nor shall such moneys at any time be loaned to other Issuer funds or invested in warrants, special improvement bonds or other obligations payable from other funds.

Section 8. Covenants.

8.01. General. The Issuer covenants and agrees with the Holder that until all Bonds are fully discharged as provided in this Resolution, it will continue to hold, maintain and operate the System as a public convenience, free from all liens thereon or on the income therefrom other than the liens herein

granted or provided for, and will maintain, expend and account for its Solid Waste Fund and the several accounts therein as provided in Section 7, and will not incur a further lien or charge on the income or revenues of the System except upon the conditions and in the manner prescribed in Section 6, and will perform and cause all officers and employees of the Issuer to perform and enforce each and all of the additional covenants and agreements set forth in this Section 8. The Issuer further covenants to cause the System to be properly maintained.

8.02. Competing Service. The Issuer will not establish or enfranchise any other facilities in competition with the facilities of the System.

8.03. Property Insurance. The Issuer will cause all buildings, properties, fixtures, and equipment constituting a part of the System to be kept insured with a reputable insurance carrier or carriers, qualified under the laws of the State, in such amounts as are ordinarily carried, and against loss or damage by such hazards and risks as are ordinarily insured against, by public bodies owning and operating properties of a similar character and size.

8.04. Liability Insurance and Surety Bonds. The Issuer will carry insurance against liability of the Issuer and its employees for damage to persons and property resulting from the operation of the System in such amounts as the Issuer determines from time to time to be necessary or advisable by reason of the character and extent of such operation.

8.05. Books and Records. The Issuer will cause proper and adequate books of record and account to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the System, the Net Revenues derived from its operation, and the segregation and application of the Net Revenues in accordance with this Resolution, in such reasonable detail as may be determined by the Issuer in accordance with generally accepted accounting practice and principles.

8.06. Cost of Insurance and Accounting. The costs of insurance for the System and the costs of bookkeeping herein provided for and of the billings and collection of the Revenues shall be payable from the Operating Account.

8.07. Rates and Charges. While any Bonds are Outstanding and unpaid, the rates, charges and rentals for all services and facilities furnished and made available by the System to the Issuer and its inhabitants, and to all customers within or without the boundaries of the Issuer, shall be reasonable and just, taking into consideration the cost and value of the System and the cost of maintaining and operating them, and the amounts necessary for the payment of all Bonds and the interest accruing thereon, and the proper and necessary allowances for the depreciation of the System, and no free service shall be provided to any person or corporation. It is covenanted and agreed that the rates, charges and rentals to be charged to all recipients of water services shall be maintained and shall be revised whenever and as often as may be necessary, according to schedules such that the revenues for each fiscal year will be at least sufficient to pay the current expenses of operation and maintenance as herein defined, to maintain the operating reserve herein established, to produce Net Revenues during each Fiscal Year commencing with the fiscal year ending June 30, 2027, not less than 125% of the Principal and Interest Requirements in the current or any future Fiscal Year and, if not otherwise so provided, to provide an allowance adequate for repairs, replacements and depreciation of the System.

If at the close of any Fiscal Year the Net Revenues actually received during such year have been less than required hereby, the Issuer will forthwith prepare a schedule of altered rates, charges and rentals which are just and equitable and sufficient to produce Net Revenues and Surplus Net Revenues in such amount, and will do all things necessary to the end that such schedule will be placed in operation at the earliest possible date.

The establishment of the above ratio of Net Revenues available for the Debt Service Account is deemed necessary for the issuance of the Series 2026 Bond upon terms most advantageous to the Issuer.

The excess of the Net Revenues over the annual principal and interest and reserve requirements of the Series 2026 Bond may be used to redeem the Series 2026 Bond, if the Issuer then determines such application to be advantageous as otherwise provided in Section 4.03 of this Resolution.

8.08. Billing. The charges for solid waste services shall be billed at least monthly, and if the bill is not paid within 60 days of the date of billing, or if the customer fails to comply with all rules and regulations established for the System within 60 days after notice of violation thereof (which notice shall be given promptly upon discovery of any such violation), the solid waste service to the premises involved shall be discontinued and shall not be resumed until payment of all past-due bills for solid waste service and compliance with all such rules and regulations.

Section 9. Amendments to Resolution. If any Bonds are outstanding, the terms, conditions, and covenants of this Resolution may be amended only with the written consent of the Issuer and the Bondholder.

Section 10. Effective Date; Repeals. This Resolution shall become effective upon passage and all provisions of ordinances, resolutions and other actions and proceedings of the Issuer which are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended, and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

Passed by the governing body of the City of Livingston of Park County, Montana, on this 23rd day of October 2026.

City Manager

Attest: _____
Finance Director

(SEAL)

[Beginning of Bond Form]

EXHIBIT A
to Bond Resolution No. _____
Form of Bond

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF PARK

CITY OF LIVINGSTON

SOLID WASTE SYSTEM REVENUE BOND
Series 2026

Interest at the rate per annum specified below
Installments of principal and interest payable semiannually
on the 15th day of February and the 15th day of August

No. R-1

\$191,098.00

FOR VALUE RECEIVED, THE City of Livingston (the "Issuer"), is a political subdivision duly organized under the laws of the state of Montana, acknowledges itself to be specially indebted and hereby promises to pay, to the Board of Investments of the State of Montana (the "Holder"), or registered assigns, the principal sum of the amounts advanced hereunder on Exhibit A attached hereto (as such Exhibit A is replaced from time to time), in installments of principal and interest on each February 15 and August 15 in the years and in the principal amounts and interest amounts set forth on the debt service schedule(s) attached as drawn, solely from the Debt Service Account, in lawful money of the United States of America, all subject to the provisions hereinafter described relating to the redemption of this Bond before maturity. Terms used with initial capital letters but not defined herein will have the meanings given to them in the Resolution.

SPECIMEN

Principal of this Bond shall bear interest from the date each amount of principal is advanced at the rate per annum equal to the Variable Rate (as hereinafter defined) as determined from time to time, for the periods hereinafter described. Installments of principal and interest shall be payable on each February 15 and August 15, commencing February 15, 2027 and, absent prepayment, concluding February 15, 2032 in the respective amounts set forth in the debt service schedule hereto (which is hereby incorporated herein and made a part hereof), with interest then accrued and unpaid on the outstanding principal amount hereof. All outstanding principal, together with accrued and unpaid interest hereon, shall be payable on the final payment date. The installments of principal and interest are payable at the office of the Holder.

This Bond is issuable pursuant to Montana Code Annotated, 7-11-10, as amended (the "Act"), and Resolution No. _____ duly adopted by the governing body of the Issuer on _____, 20__ (the "Resolution"). This Bond comprises all the Bonds of the series designated by its title (the "Series 2026 Bond"). It is issued for the purpose of financing certain improvements (the "Project") to the solid waste system of the Issuer (the "System") pursuant to and in full conformity with the Constitution and laws of the State of Montana and resolutions of the Issuer thereunto enabling, including the Act and the Resolution, to which Resolution reference is made for the terms and conditions, other than those herein stated, upon which this Bond is issued and secured. The Bonds, including the interest thereon, are payable solely from the revenues pledged to the payment thereof and do not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitation or provision.

For purposes of this Bond, "Variable Rate" shall mean, for the period from the date of original registration of the Bond until February 15, 2027, the rate of four-point five percent (4.50%) per annum. For each twelve-month or shorter period thereafter during the term of this Bond commencing on February 16

and concluding on February 15 in the next succeeding year or, if earlier, the final maturity date of this Bond, the Variable Rate shall be an annual interest rate determined by the Holder, which rate generally shall equal the rate of interest on the INTERCAP Bond, as determined under the INTERCAP Resolution (as such terms are defined in the Resolution), plus up to an additional 150 basis points (1.50%) per annum as necessary to pay Program Expenses, as published or posted or otherwise noticed by the Holder following each February 15. The adjusted Variable Rate shall not exceed the Maximum Rate (as defined in the Resolution), which shall not exceed nine and fifteen hundredths' percent (9.15%) per annum; provided, however, that the Holder may, by posting on the INTERCAP Loan Program website and publishing or posting in such other places as determined necessary and appropriate by a representative of the Holder, adjust the Maximum Rate. Interest is calculated based on a 365-day year. All payments will be automatic pursuant to the EFT Authorization attached hereto when due.

Payments of principal of and interest on this Bond shall be due on the dates and in the amounts shown on the debt service schedule to this Bond, as such shall be revised from time to time by the Holder, as provided in Section 4.01 of the Resolution. Upon each disbursement of amounts to the Issuer evidenced by this Bond, the Holder shall enter or cause to be entered the amount advanced on Exhibit A to this Bond and the total amount then advanced, including such disbursement, under "Amount of Draw" and "Amount Remaining for Item." Once the full principal amount of the Bond has been advanced or the Issuer notifies the Holder in writing that the Issuer has no need for any additional advance of principal to pay a portion of the costs of the Project (as described in the Resolution), whichever occurs earlier, the Holder shall combine the draw debt service schedules into one. Annually thereafter during the term of the Bond following each interest Adjustment Date (as defined in the Resolution), the Holder shall send to the Issuer a revised schedule reflecting the payments of the principal and interest due on February 15 and August 15 of the upcoming bond year at the then-existing Variable Rate.

The Issuer may redeem any installment of principal of the Bonds on any Business Day at a price equal to the principal amount to be redeemed plus interest accrued to the date of redemption provided that the Issuer gives at least 30-day prior written notice to the Holder unless Holder agrees to shorter notice. The Holder shall deliver a revised debt service schedule to the Issuer and to be attached to the Bond reflecting the effect of partial payment.

This Bond shall be registered in the name of the Holder on the bond register of the Issuer kept by Issuer's Clerk/Treasurer as Bond Registrar. This Bond is not transferable.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED, AND AGREED that the Issuer will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof. A special Solid Waste Fund into which the Revenues (as defined in the Resolution) of the System will be paid, and a separate and special Debt Service Account will be created within that fund, into which will be credited periodically, at least once in each calendar month, Net Revenues of the System then on hand (the gross revenues remaining after the payment of operating expenses of the System) an amount not less than the installment next payable on the Series 2026 Bond, and that it will establish and maintain in the Reserve Account in the Solid Waste Fund an amount equal to 10% of the principal amount of the Bond advanced or one year's debt service, whichever is less, hereunder (the "Reserve Requirement"), and thereafter, from each monthly apportionment, from remaining Net Revenues after the required credits to the Debt Service Account such additional amounts as may be necessary to maintain therein a balance equal to the Reserve Requirement; that the Debt Service Account and the Reserve Account will be used only to pay the principal of, premium, if any, and interest on Bonds; that the rates and charges for the System will, from time to time be made and kept sufficient to provide Net Revenues (Revenues less Operating Expenses, as defined in the Resolution) for each fiscal year not less than 125% of the principal and interest payable on the Series 2026 Bond and on any additional bonds hereafter issued and made payable from said Net Revenues, to maintain the balance in the Reserve Account at the Reserve Requirement, to pay promptly the reasonable current expenses of operating and maintaining the System and to provide reserves for the repair and replacement

of the System; that all provisions for the security of the Holder of this Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Issuer to be done, to exist, to happen and to be performed in order to make this Bond a valid and binding special obligation of the Issuer according to its terms have been done, do exist, have happened and have been performed as so required; and that this Bond and the interest and premium, if any, hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Debt Service Account and do not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2026 Bond does not cause either the general or the special indebtedness of the Issuer to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF the City of Livingston, of Park County, State of Montana, by its governing body, has caused this Bond to be executed on its behalf by the signature of the City Manager and countersigned by the Finance Director, and has caused this Bond to be dated as of October 23, 2026.

City of Livingston of Park County, Montana

SPECIMEN BOND
By: _____
Its: City Manager

Attest:

SPECIMEN
SPECIMEN BOND
By: _____
Its: Finance Director

EXHIBIT A

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

Description of Project

Allocated
Amount
of Loan

2027 Peterbilt 567 tractor

\$191,098.00

Draw #	Description of Item	Amount Allocated for Item	Date of Draw	Amount of Draw	Amount Remaining for Item
3114-01	#1 above	\$191,098.00	10/23/2026	\$191,098.00	\$0.00

[End of Bond Form]

File Attachments for Item:

D. DISSCUSSION OF WELCOME TO LIVINGSTON SIGN



LivingstonMontana.org | PublicComment@LivingstonMontana.org | 406.823.6000

DATE: October 6, 2026
TO: City Commission
FROM: Grant Gager, City Manager
RE: Discussion of Welcome to Livingston Sign

Recommendation and Summary

Staff requests City Commission feedback on the proposed design for the main Welcome to Livingston sign at Exit 330. Comments will help staff refine the concept as the project moves forward. This is a discussion item only. No motion, design approval, or other decisions are requested.

Introduction and History

The City received a \$67,450 grant through the Montana Department of Commerce's Rural Tourism Asset Grant Program for a coordinated wayfinding project. The project is intended to improve entry points and help visitors traveling along Interstate 90 find downtown, parks, museums, and recreational amenities.

The main welcome sign is proposed at Exit 330 within an easement on private property dedicated to the City for this purpose. Attachment A presents the concept submitted with the grant application.

Analysis

The concept features a mountain silhouette above a dark sign face with light lettering reading "Welcome to Livingston, Montana." Wood accents and a base of large rocks reflect the surrounding landscape. The design is intended to create a recognizable entrance and a welcoming first impression.

Staff welcomes feedback on the overall appearance and how well the concept represents Livingston. Specific areas for comment include the mountain imagery, colors, lettering and readability, wording, and the appearance of the wood and rock elements. Commissioners may identify features they would like to retain or suggest changes for staff to consider.



This feedback will inform further design work. The concept is preliminary and does not establish final dimensions, materials, or construction details.

Fiscal Impact

The \$67,450 grant supports the broader wayfinding project, including the main welcome sign. This discussion does not authorize expenditures or commit the City to a final design. The welcome sign's final cost will depend on its design, fabrication, and installation requirements.

Strategic Alignment

The proposed welcome sign supports the wayfinding and gateway improvement priorities in the 2021 Growth Policy, 2024 Downtown Master Plan, and 2025 Parks Master Plan. By creating a recognizable entrance at Exit 330, the sign will help welcome visitors and encourage them to explore Livingston. The design also responds to community input from the 2024 Gateway Visioning Workshop calling for clearer entrances and stronger first impressions.

Attachments

- Attachment A: Welcome Sign Concept

