



Livingston City Commission Agenda

June 07, 2022

5:30 PM

VIA ZOOM

<https://us02web.zoom.us/j/88008509545?pwd=bXUxZk01cDBpWm9maHNBcHY2WUJQQT09>

Meeting ID: 880 0850 9545 **Passcode: 093461** 669 900 6833 US (San Jose)

1. Call to Order

2. Roll Call

3. Public Comment

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

4. Consent Items

A. APPROVE MAY 17, 2022 REGULAR CITY COMMISSION MEETING MINUTES. Pg. 4

B. RATIFY CLAIMS PAID 05/04/2022-05/17/2022. Pg. 12

5. Proclamations

A. PROCLAMATION DECLARING JUNE 27-JULY 4, 2022, AS RODEO DAYS IN LIVINGSTON. Pg. 29

6. Scheduled Public Comment

7. Public Hearings

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

8. Ordinances

A. ORDINANCE NO. 3033: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE IX, ARTICLE V, & ARTICLE X OF THE LIVINGSTON MUNICIPAL CODE BY AMENDING SECTIONS 9-16, 10-7, & 10-8, & ADDING SECTION 5-26, AS THEY PERTAIN TO THE 4TH OF JULY CELEBRATION PARADE ROUTE, STREET CLOSURES, CITY SUPPORT FOR THE 4TH OF JULY CELEBRATION, AND OPEN CONTAINER LAWS DURING THE 4TH OF JULY CELEBRATION. Pg. 31

9. Resolutions

A. RESOLUTION NO. 5036: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH PARK COUNTY, FOR THE RELINQUISHMENT OF CONTROL OVER JOINT-OWNED PROPERTY, FOR THE DEVELOPMENT OF RECREATIONAL TRAILS ON OLD BOULDER ROAD. (TABLED FROM MAY 3RD MEETING) Pg. 35

B. RESOLUTION NO. 5040: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY OF LIVINGSTON TO APPLY FOR THE

AMERICAN RESCUE PLAN ACT MINIMUM ALLOCATION GRANT PROGRAM AND AUTHORIZATION TO COMMIT REQUIRED MATCHING FUNDS FROM THE WEST END TIF DISTRICT AS THE REQUIRED MATCH AND AUTHORIZING THE CITY MANAGER TO SIGN ANY REQUIRED CONTRACTS TO COMMIT OR ACCEPT FUNDS. Pg. 60

C. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH TREEINCARNATION ARBOR CARE INC. FOR THE LIVINGSTON TREE INVENTORY UPDATE, IN AN AMOUNT NOT TO EXCEED TWELVE THOUSAND DOLLARS (\$12,500.00).00. Pg.64

D. RESOLUTION NO. 5042: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH _____ FOR CONSTRUCTION OF THE CIVIC CENTER SEWER LINE CONNECTION PROJECT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY. Pg.

E. RESOLUTION NO. 5043: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING RESOLUTION NO. 5027, ESTABLISHING A TEMPORARY AD-HOC COMMITTEE TO RECOMMEND A VISION FOR THE DISBURSEMENT OF THE NON-ENTITLEMENT UNIT AMERICAN RESCUE PLAN ACT FUNDS. Pg. 84

10. Action Items

A. DISCUSS/APPROVE/DENY: STREET LIGHT MAINTENANCE ASSESSMENT METHODS. Pg. 87

B. DISCUSS/APPROVE/DENY: CITY COMMISSIONERS APPOINTMENT TO SERVE ON THE ARPA AD-HOC COMMITTEE.

11. City Manager Comment

12. City Commission Comments

13. Adjournment

[Calendar of Events](#)

Supplemental Material

A. City Offices Closed for Memorial Day. Pg.

Notice

- Public Comment: The public can speak about an item on the agenda during discussion of that item by coming up to the table or podium, signing-in, and then waiting to be recognized by the Chairman. Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).
- Meeting Recording: An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Administration. The City does not warrant the audio and/or video recording as to content, quality, or clarity.

- **Special Accommodation:** If you need special accommodations to attend or participate in our meeting, please contact the Fire Department at least 24 hours in advance of the specific meeting you are planning on attending.

File Attachments for Item:

A. APPROVE MAY 17, 2022 REGULAR CITY COMMISSION MEETING MINUTES.



Livingston City Commission Minutes

May 17, 2022

5:30 PM

Via Zoom

<https://us02web.zoom.us/j/81173010865?pwd=VHdPdExOTVhwcE1sRkVOdFNrSFpVdz09>

Meeting ID: 811 7301 0865 **Passcode: 562075** Call In: (669) 900-6833

1. Call to Order

2. Roll Call

In attendance: Vice-Chair Kahle, Commissioner Friedman, Commissioner Schwarz, Commissioner Lyons, Chair Nootz excused. Staff in attendance: City Manager Michael Kardoes, City Attorney Courtney Lawellin, Public Works Director Shannon Holmes, Recording Secretary Faith Kinnick.

3. Public Comment 5:33 p.m. (00:01:16)

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)

- Leslie Feigle, gave public comment
- Patricia Grabow gave public comment

4. Consent Items 5:42 p.m. (00:09:38)

A. APPROVE MINUTES FROM MAY 3, 2022, REGULAR MEETING.

B. APPROVE MINUTES FROM MAY 4, 2022, CITY/COUNTY JOINT COMPACT MEETING.

C. RATIFY CLAIMS PAID 04/21/2022-05/03/2022.

D. ACCEPT 3RD QUARTER FINANCIAL SUMMARY FROM CITY FINANCE DIRECTOR.

E. ACCEPT APRIL 2022 CITY COURT FINANCIAL REPORT.

F. APPROVE APPLICATION FOR LOADING ZONE IN FRONT OF FRANZEN DAVIS FUNERAL HOME.

G. ACCEPTING KATHLEEN KAULS APPLICATION TO SERVE ON THE CVB/DMO BOARD TO REPLACE A MEMBER WITH AN UNEXPIRED TERM.

- Kahle called for a motion to pull item F for discussion.
- Motion by Lyons to approve A-E & item G, seconded by Schwarz
- All in favor, passes 4-0
- Kahle asked question about item F
- Schwarz asked question
- Motion by Schwarz to approve item F, second by Lyons

- Lyons made comment
- All in favor, passes 4-0.

5. Proclamations

6. Scheduled Public Comment 5:49 (00:15:49)

A. ALEXIS VAN PERNIS PRESENTS THE 2021 ANNUAL CONSERVATION BOARD REPORT. (*will reschedule*)

B. KRIS KING, PRESENTS THE FY22-23 CVB MARKETING PLAN AND BUDGET AND INFORMATION REGARDING CHANGES OCCURING AT THE STATE LEVEL FROM CONVENTION AND VISITORS BUREAU TO DESTINATION MARKETING/MANAGEMENT ORGANIZATION.

- Kardoos introduced item before handing over to Kris King
- Lyons asked clarifying questions
- Schwarz made comments
- Kris King gave additional comments

C. RON NEMETZ, CHAIR OF THE HISTORIC PRESERVATION COMMISSION PRESENTS THE 2021 ANNUAL REPORT. (*will reschedule*)

7. Public Hearings 6:05 p.m. (00:32:32)

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

A. RESOLUTION NO. 5028: ADOPTING THE 2022 CITY TRAILS AND ACTIVE TRANSPORTATION PLAN.

- Kardoos introduced item
 - No clarifying questions from Commission
 - Patricia Grabow made comments
 - Lyons made comments
 - Motion by Schwarz, second by Lyons
 - Kahle made comments
 - Lyons made additional comments
- All in favor, passes 4-0.

B. PUBLIC HEARING: ORDINANCE NO. 3031: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, RESCINDING ORDINANCE 3015, AMENDING ARTICLE II OF THE LIVINGSTON MUNICIPAL CODE ENTITLED CITY COMMISSION AND CHAIR BY AMENDING SECTION 2-12 AS IT PERTAINS TO LOCATION OF CITY COMMISSION POSTING BOARD, AMENDING SECTION 2-16 AS IT PERTAINS TO THE PROCESS FOR SETTING AGENDA,

AMENDING SECTION 2-19 BY PERTAINING TO THE PROCEDURE TO CONDUCT BUSINESS. 6:13 p.m. (00:41:09)

- Kardoes introduced item
 - Kahle asked clarifying question
 - No public comments
 - Motion by Lyons, second by Friedman
 - No additional commission discussion
- All in favor, passes 4-0.

C. ORDINANCE NO. 3032: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE II OF THE LIVINGSTON MUNICIPAL CODE ENTITLED CITY COMMISSION AND CHAIR BY AMENDING SECTIONS 2-12 AS IT PERTAINS TO THE LOCATION OF THE CITY COMMISSION POSTING BOARD, AMENDING 2-13 AS IT PERTAINS TO THE TIME OF MEETINGS, AND AMENDING SECTION 2- 16 AS IT PERTAINS TO THE PROCESS FOR SETTING AGENDA, 2-21 AS IT PERTAINS TO PUBLIC HEARINGS, AND 2-23 AS IT PERTAINS TO ORDINANCES AND RESOLUTIONS. 6:18 p.m. (00:45:39)

- Kardoes introduced item
 - No clarifying Commission questions
 - Motion by Friedman, second by Lyons
 - No public comment
 - No additional commission discussion
- All in favor, passes 4-0.

8. Ordinances

9. Resolutions 6:22 p.m. (00:49:47)

A. RESOLUTION NO. 5039: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT WITH THE MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, FOR A TERM BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2024.

- Kardoes introduced item
 - No clarifying Commission questions
 - Motion by Friedman, second by Schwarz
 - No public comment
 - Schwarz made comments
 - Kahle made comments
- All in favor, passes 4-0.

10. Action Items 6:29 p.m. (00:54:16) *(Re-ordered business F & G then A-E)*

F. DISCUSS/APPROVE/DENY: CITY COMMISSION HANDBOOK POLICY UPDATE ON PROCEDURES REGARDING ORDER OF BUSINESS.

- Kardoes introduced item
 - Lyons made comments
 - No clarifying Commission questions
 - Motion by Friedman, second by Schwarz
 - “Trudy” made comment
 - Patricia Grabow made comment
 - Kris King made comment
 - Leslie Feigle made comment
 - No public comment
 - Schwarz made comments
 - Kahle made comments
- All in favor, passes 4-0.

G. DISCUSS/APPROVE/DENY: ACTION TO REMOVE CITIZEN FROM CITY COMMISSION MEETING, FOR A PARTICULAR TERM, FOR PERSONAL, IMPERTINENT, SLANDEROUS REMARKS, AND DISORDERLY BEHAVIOR (BRIAN DECKARD) 6:42 p.m. (01:09:13)

- Kardoes introduced item
 - Schwarz made comments
 - Kahle made comments
 - Motion by Schwarz to suspend Brian Deckard from participation in any City Public Meetings for 2 months, seconded by Friedman
 - No public comment
- All in favor, passes 4-0

A. DISCUSS/APPROVE/DENY: LIVINGSTON CHAMBER'S REQUEST FOR FEE WAIVER FOR THE 2022 ANNUAL PARADE. 6:47 p.m. (01:15:10)

- Kardoes introduced item
- Lyons asked clarifying questions
- Motion by Schwarz, second by Friedman
- Patricia Grabow made public comment
- Schwarz called for point of order
- Kris King made public comment
- Leslie Feigle made public comment
- “Trudy” made public comment
- 5-minute recess
- Kahle made comments
- Schwarz made comments

All in favor, passes 4-0

B. DISCUSS/APPROVE/DENY: APPROVE DESTINATION MANAGEMENT MARKETING ORGANIZATIONS (DMO) BUDGET AND MARKETING PLAN FOR FY 22-23. 7:17 p.m. (01:40:02)

- Kardoes introduced item before turning over to Kris King
 - No clarifying questions from Commission
 - Motion by Schwarz, second by Lyons
 - Patricia Grabow made public comment
 - Leslie Feigle made public comment
 - Schwarz made comments
 - Kahle made comments
- All in favor, passes 5-0

C. DISCUSS/APPROVE/DENY: DISCOVERY VISTA, LLC, PHASE 2 SUBDIVISION PRELIMINARY APPROVAL. 7:28 p.m. (01:50:57)

- Kardoes introduced item
- Lyons asked clarifying questions of Kardoes
- Chris Budeski gave presentation
- Lyons asked questions of Budeski
- Lyons asked clarifying questions of Holmes
- Schwarz made comments
- Schwarz made motion to approve, second by Kahle
- Lyons made motion to extend the meeting, second by Schwarz (8:23 p.m.) all in favor.
- Shawn Hill, Friends of Park County gave public comment
- Brad Osen of Discovery Vista LLC gave comment
- Joey Staszuck of Sanderson & Stuart gave comment
- Julie Kennedy gave public comment
- Lyons made comments regarding request for variance when presented to Planning Board, and the subdivision regulations.
- Schwarz made comments regarding affordable housing
- Kahle concurs with Torrey
- Friedman made comments
- Lyons made additional comments
- Schwarz made additional comments
- Kahle made additional comments
- Schwarz made additional comments asked Chair Kahle’s to disclose her role and employment with PCEC and ability to make a decision on the matter.
- Kahle asks Lawellin if she should recuse herself from voting?
- Lawellin provides legal opinion
- Kahle states she will recuse from voting on motion

- Schwarz made motion to approve action item C and variance, second by Friedman
- Motion fails, 2-1, Kahle abstain, Lyons opposed
- Schwarz asked to appeal to legal counsel on matter
- Kardoes suggested recess
- 5-minute recess for code clarification resumed at 9:12 p.m.
- Kardoes provided clarification of Livingston Municipal Code
- Schwarz made motion to approve subdivision approval, second by Kahle/Friedman
- No additional commission discussion
- Motion fails, 2-1, Kahle abstain, Lyons opposed

D. DISCUSS/APPROVE/DENY: STREET AND LIGHT MAINTENANCE ASSESSMENT METHODS AND POSSIBLE FUTURE METHODS. 9:15 p.m. (03:37:36)

- Kahle called for a motion to table item for a time uncertain
- Schwarz motioned to table, second by Lyons
All in favor, passes 4-0

E. DISCUSS/APPROVE/DENY: APPOINTMENT OF CITY COMMISSIONERS TO SERVE ON THE ARPA VISIONING AD-HOC COMMITTEE. 9:16 p.m. (03:38:45)

- Kahle opened the discussion, reminding commission Nootz and her are currently serving on the Strat Plan Ad-Hoc Committee
- Schwarz asked clarifying question
- Kardoes answered, could put item on a future agenda
- Lyons stated he will not volunteer, he is maxed out.
- Schwarz volunteers
- Friedman not able to at this time
- Kardoes suggested bringing item back at the next meeting reducing the number of members from 2 to 1, we can do that.
- Kahle motioned to appoint Commissioner Schwarz to the ARPA Ad-Hoc Committee, seconded by Lyons
- Lyons made additional comments

11. City Manager Comment 9:26 p.m. None

12. City Commission Comments 9:26 p.m.

- Lyons abstain
- Schwarz made comments
- Friedman made comments
- Kahle made comments

13. Adjournment 9:29 P.M. (3:52:01)

Public in virtual attendance

- 1. Shawn Hill, Friends of Park County
- 2. "Raymond"
- 3. Johnathan Hettinger
- 4. Christina Nelson (406) 223-8518
- 5. Leslie Feigle, LAC
- 6. Julie Kennedy, ERA
- 7. Kris King, TBID
- 8. Amanda Kirkpatrick
- 9. "Trudy"
- 10. Brad Osen, Discovery Vista
- 11. Jason Bacaj
- 12. Patricia Grabow
- 13. Chris Budeski, Discovery Vista
- 14. Brian Deckard (406) 860-5996
- 15. Joey Staszuk-
- 16. Jennifer Estes (406) 224-5315
- 17. Rachel Osen
- 18. Arrowhead
- 19. "Stacy"
- 20. "AKMVP"
- 21. Jami Rebsom
- 22. Jen Madgic
- 23. Erica Stone (406) 223-9936
- 24. Kraig
- 25. Julie's Cell
- 26. iPhone user
- 27. iPhone user 2

File Attachments for Item:

B. RATIFY CLAIMS PAID 05/04/2022-05/17/2022.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
A-1 MUFFLER, INC.							
2	A-1 MUFFLER, INC.	71800	CHECK FRONT END	05/10/2022	50.00	50.00	05/17/2022
Total A-1 MUFFLER, INC.:					50.00	50.00	
AAA CLEANING, LLC							
3727	AAA CLEANING, LLC	2022.5	cleaning - park street	05/01/2022	2,000.00	2,000.00	05/11/2022
3727	AAA CLEANING, LLC	2022.5	Bennett St cleaning	05/01/2022	500.00	500.00	05/11/2022
Total AAA CLEANING, LLC:					2,500.00	2,500.00	
ADVANCED ENGINEERING &							
3605	ADVANCED ENGINEERING &	80064	PROFESSIONAL SERVICES	04/12/2022	246.50	246.50	05/11/2022
Total ADVANCED ENGINEERING &:					246.50	246.50	
ALL SERVICE TIRE & ALIGNMENT							
22	ALL SERVICE TIRE & ALIGNME	63349	Tires m2	02/07/2022	920.00	920.00	05/11/2022
22	ALL SERVICE TIRE & ALIGNME	63718	Tire Repair	04/22/2022	17.00	17.00	05/11/2022
22	ALL SERVICE TIRE & ALIGNME	63720	Flat repair	04/25/2022	45.00	45.00	05/11/2022
22	ALL SERVICE TIRE & ALIGNME	63722	Tire Repair	04/25/2022	65.00	65.00	05/11/2022
22	ALL SERVICE TIRE & ALIGNME	63763	Mount tire	04/29/2022	23.00	23.00	05/11/2022
Total ALL SERVICE TIRE & ALIGNMENT:					1,070.00	1,070.00	
ALPINE ELECTRONICS RADIO SHACK							
402	ALPINE ELECTRONICS RADIO	10279736	USB	04/25/2022	19.99	19.99	05/11/2022
402	ALPINE ELECTRONICS RADIO	10279831	cONNECTOR	04/29/2022	12.99	12.99	05/11/2022
402	ALPINE ELECTRONICS RADIO	10280018	Ink	05/09/2022	42.99	42.99	05/11/2022
Total ALPINE ELECTRONICS RADIO SHACK:					75.97	75.97	
ANDERSON SERVICE, INC.							
1933	ANDERSON SERVICE, INC.	20495	INSPECTION	04/25/2022	256.00	256.00	05/11/2022
Total ANDERSON SERVICE, INC.:					256.00	256.00	
BOUND TREE MEDICAL, LLC							
2662	BOUND TREE MEDICAL, LLC	84505517	Patient Supplies	04/29/2022	255.94	255.94	05/11/2022
2662	BOUND TREE MEDICAL, LLC	84509101	Patient Supplies	05/03/2022	190.80	190.80	05/11/2022
Total BOUND TREE MEDICAL, LLC:					446.74	446.74	
BRUCE E. BECKER, P.C.							
10000	BRUCE E. BECKER, P.C.	2022.4.27	Contracted service	04/27/2022	45.00	45.00	05/17/2022
Total BRUCE E. BECKER, P.C.:					45.00	45.00	
CARQUEST AUTO PARTS							
23	CARQUEST AUTO PARTS	1912-540876	SUPPLIES	04/07/2022	75.87	75.87	05/17/2022
23	CARQUEST AUTO PARTS	1912-541588	CAR WASH	04/14/2022	13.98	13.98	05/17/2022
23	CARQUEST AUTO PARTS	1912-541689	PRIME GUARD	04/15/2022	7.34	7.34	05/17/2022
23	CARQUEST AUTO PARTS	1912-541988	CLEANING SUPPLY	04/15/2022	75.38	75.38	05/17/2022
23	CARQUEST AUTO PARTS	1912-542160	AIR FILTER	04/21/2022	65.78	65.78	05/17/2022
23	CARQUEST AUTO PARTS	1912-542177	CFI 87966	04/21/2022	32.89	32.89	05/17/2022
23	CARQUEST AUTO PARTS	1912-542187	PUMP	04/21/2022	16.55	16.55	05/17/2022
23	CARQUEST AUTO PARTS	1912-542324	Cwp xc22	04/22/2022	24.76	24.76	05/17/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
23	CARQUEST AUTO PARTS	1912-542332	ST BULB	04/22/2022	17.91	17.91	05/17/2022
23	CARQUEST AUTO PARTS	1912-542335	AIR FILTER	04/22/2022	75.54	75.54	05/17/2022
23	CARQUEST AUTO PARTS	1912-542338	EXT SERV STRAIGHT	04/22/2022	29.99	29.99	05/17/2022
23	CARQUEST AUTO PARTS	1912-542340	SERV STRAIGHT	04/22/2022	29.99	29.99	05/17/2022
23	CARQUEST AUTO PARTS	1912-542434	M2 REPAIR	04/24/2022	22.70	22.70	05/17/2022
Total CARQUEST AUTO PARTS:					488.68	488.68	
CASELLE							
3763	CASELLE	2022.5	APPLICATION SOFTWARE	05/01/2022	2,627.27	2,627.27	05/11/2022
3763	CASELLE	2022.5	APPLICATION SOFTWARE	05/01/2022	90.38	90.38	05/11/2022
3763	CASELLE	2022.5	APPLICATION SOFTWARE	05/01/2022	90.38	90.38	05/11/2022
3763	CASELLE	2022.5	APPLICATION SOFTWARE	05/01/2022	168.53	168.53	05/11/2022
3763	CASELLE	2022.5	APPLICATION SOFTWARE	05/01/2022	168.53	168.53	05/11/2022
3763	CASELLE	2022.5	APPLICATION SOFTWARE	05/01/2022	258.91	258.91	05/11/2022
Total CASELLE:					3,404.00	3,404.00	
CHAPPELL'S BODY SHOP, INC.							
294	CHAPPELL'S BODY SHOP, INC.	583	Prepaid car wash	04/20/2022	25.00	25.00	05/11/2022
Total CHAPPELL'S BODY SHOP, INC.:					25.00	25.00	
CITY OF LIVINGSTON							
131	CITY OF LIVINGSTON	RESTITUTION	RESTITUTION TK2022-0008	04/26/2022	255.00	255.00	05/11/2022
131	CITY OF LIVINGSTON	TK2022-0135	Bond Conversion	05/12/2022	190.00	190.00	05/17/2022
Total CITY OF LIVINGSTON:					445.00	445.00	
CIVICPLUS							
10000	CIVICPLUS	225905	MUNICODE MEETINGS	04/01/2022	1,800.00	1,800.00	05/11/2022
10000	CIVICPLUS	226580	MUNICODE PAGES	04/30/2022	1,851.45	1,851.45	05/11/2022
Total CIVICPLUS:					3,651.45	3,651.45	
COFFMAN'S PEAK ELECTRIC, LLC							
3491	COFFMAN'S PEAK ELECTRIC, L	11104408	SOFT STARTS	04/22/2022	7,557.62	7,557.62	05/11/2022
Total COFFMAN'S PEAK ELECTRIC, LLC:					7,557.62	7,557.62	
COMDATA							
2671	COMDATA	20371648/XW7	CG72P	05/01/2022	339.62	339.62	05/11/2022
2671	COMDATA	20371648/XW7	CG72R	05/01/2022	511.04	511.04	05/11/2022
2671	COMDATA	20371648/XW7	CG73C	05/01/2022	583.02	583.02	05/11/2022
2671	COMDATA	20371648/XW7	CG73G	05/01/2022	182.35	182.35	05/11/2022
2671	COMDATA	20371648/XW7	CG73L	05/01/2022	398.43	398.43	05/11/2022
2671	COMDATA	20371648/XW7	CG73L	05/01/2022	8.58	8.58	05/11/2022
2671	COMDATA	20371648/XW7	CG73S	05/01/2022	1,171.85	1,171.85	05/11/2022
2671	COMDATA	20371648/XW7	CG73S	05/01/2022	40.00	40.00	05/11/2022
2671	COMDATA	20371648/XW7	CG74G	05/01/2022	463.19	463.19	05/11/2022
2671	COMDATA	20371648/XW7	CLFQH	05/01/2022	62.20	62.20	05/11/2022
2671	COMDATA	20371660	XW717 CG72S	05/01/2022	2,873.58	2,873.58	05/11/2022
2671	COMDATA	20371672	XW660 CG72T	05/01/2022	4,293.08	4,293.08	05/11/2022
2671	COMDATA	20371672	XW660 CG73P	05/01/2022	808.78	808.78	05/11/2022
Total COMDATA:					11,735.72	11,735.72	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
CORE & MAIN LP							
3733	CORE & MAIN LP	Q614233	ASHALT	04/22/2022	294.00	294.00	05/11/2022
3733	CORE & MAIN LP	Q614233	ASPHALT	04/22/2022	294.00	294.00	05/11/2022
3733	CORE & MAIN LP	Q614233	MS	04/22/2022	588.00	588.00	05/11/2022
Total CORE & MAIN LP:					1,176.00	1,176.00	
CROWN POINT CASINO							
10003	CROWN POINT CASINO	2022.4.26	RESTITUTION TK2021-0133	04/26/2022	100.00	100.00	05/11/2022
Total CROWN POINT CASINO:					100.00	100.00	
D&R COFFEE SERVICE INC							
10002	D&R COFFEE SERVICE INC	152361	RENTAL FEE	05/02/2022	50.00	50.00	05/11/2022
10002	D&R COFFEE SERVICE INC	152878	COFFEE	05/16/2022	108.00	108.00	05/17/2022
Total D&R COFFEE SERVICE INC:					158.00	158.00	
DAKOTA SUPPLY GROUP							
10004	DAKOTA SUPPLY GROUP	S10178367.00	SOUTH 6 STREET WATER PROJ	05/03/2022	1,328.46	1,328.46	05/11/2022
10004	DAKOTA SUPPLY GROUP	S101794287.0	MAGALUG ACC PACK	05/03/2022	2,830.72	2,830.72	05/11/2022
10004	DAKOTA SUPPLY GROUP	S101794287.0	MEGALUG ACC PACK	05/03/2022	995.09	995.09	05/11/2022
10004	DAKOTA SUPPLY GROUP	S101798510.0	6TH STREET WATER PROJECT	05/03/2022	3,977.52	3,977.52	05/11/2022
Total DAKOTA SUPPLY GROUP:					9,131.79	9,131.79	
DAVE'S LOCK & KEY							
1522	DAVE'S LOCK & KEY	18707	EXTERIOR DOOR	05/04/2022	105.00	105.00	05/11/2022
Total DAVE'S LOCK & KEY:					105.00	105.00	
DR. ANTHONY TATMAN							
10004	DR. ANTHONY TATMAN	3/1/2022	HIRE PROFILE REPORT	03/01/2022	25.00	25.00	05/11/2022
10004	DR. ANTHONY TATMAN	3/29/2022	HIRE PROFILE REPORTS	03/29/2022	75.00	75.00	05/11/2022
Total DR. ANTHONY TATMAN:					100.00	100.00	
ENERGY LABORATORIES, INC.							
424	ENERGY LABORATORIES, INC.	443717	Analysis parameter	12/20/2021	182.00	182.00	05/11/2022
424	ENERGY LABORATORIES, INC.	468080	RETURN	04/26/2022	70.00	70.00	05/17/2022
424	ENERGY LABORATORIES, INC.	468081	RETURN	04/26/2022	35.00	35.00	05/11/2022
Total ENERGY LABORATORIES, INC.:					287.00	287.00	
ENTENMANN-ROVIN CO.							
10003	ENTENMANN-ROVIN CO.	0162924-IN	BADGE	12/17/2021	261.00	261.00	05/17/2022
Total ENTENMANN-ROVIN CO.:					261.00	261.00	
EXCEL K-9 SERVICES, INC.							
10001	EXCEL K-9 SERVICES, INC.	2022-05	TRAINING	03/03/2022	4,000.00	4,000.00	05/11/2022
Total EXCEL K-9 SERVICES, INC.:					4,000.00	4,000.00	
EXEC U CARE SERVICES, INC.							
3298	EXEC U CARE SERVICES, INC.	3058	Janitorial Services	05/02/2022	2,387.82	2,387.82	05/11/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total EXEC U CARE SERVICES, INC.:					2,387.82	2,387.82	
FARSTAD OIL							
3353	FARSTAD OIL	100724	Diesel 498G	04/26/2022	2,258.87	2,258.87	05/11/2022
3353	FARSTAD OIL	100740	SHELL OMALA OIL	04/22/2022	220.50	220.50	05/11/2022
3353	FARSTAD OIL	100818	Diesel 300G	05/02/2022	1,458.00	1,458.00	05/11/2022
3353	FARSTAD OIL	100833	Diesel 500G	05/11/2022	2,500.50	2,500.50	05/17/2022
3353	FARSTAD OIL	IN783421-22	SHELL OMALA OIL	04/26/2022	220.50	220.50	05/17/2022
Total FARSTAD OIL:					6,658.37	6,658.37	
FERGUSON WATERWORKS #1701							
2386	FERGUSON WATERWORKS #17	0819604	TINNED RGB	05/04/2022	240.00	240.00	05/17/2022
Total FERGUSON WATERWORKS #1701:					240.00	240.00	
FRONTLINE AG SOLUTIONS, LLC							
2516	FRONTLINE AG SOLUTIONS, LL	926593	SCREW	05/06/2022	3.95	3.95	05/11/2022
Total FRONTLINE AG SOLUTIONS, LLC:					3.95	3.95	
GATEWAY OFFICE SUPPLY							
54	GATEWAY OFFICE SUPPLY	54065	Office Supplies	04/11/2022	41.40	41.40	05/11/2022
54	GATEWAY OFFICE SUPPLY	54245	Office Supplies	04/26/2022	60.22	60.22	05/11/2022
54	GATEWAY OFFICE SUPPLY	54263	Office Supplies	04/27/2022	65.69	65.69	05/11/2022
54	GATEWAY OFFICE SUPPLY	54296	Office Supplies	04/28/2022	6.86	6.86	05/11/2022
54	GATEWAY OFFICE SUPPLY	54442	RM BLACK	05/12/2022	87.32	87.32	05/17/2022
Total GATEWAY OFFICE SUPPLY:					261.49	261.49	
GRAYBEAL'S ALL SERVICE							
98	GRAYBEAL'S ALL SERVICE	11355	THERMOCOUPLE	04/12/2022	145.57	145.57	05/11/2022
Total GRAYBEAL'S ALL SERVICE:					145.57	145.57	
HAEFS, BRAD							
541	HAEFS, BRAD	2022.5.16	REIMB-TRAINING	05/16/2022	375.00	375.00	05/17/2022
Total HAEFS, BRAD:					375.00	375.00	
HAPPE, HOLLY							
3750	HAPPE, HOLLY	4/29/2022	REIMB-CONFERENCE	04/29/2022	317.04	317.04	05/11/2022
Total HAPPE, HOLLY:					317.04	317.04	
HIGH COUNTRY WILDLIFE CONTROL							
10002	HIGH COUNTRY WILDLIFE CON	4660	PEST CONTROL	04/26/2022	195.00	195.00	05/11/2022
Total HIGH COUNTRY WILDLIFE CONTROL:					195.00	195.00	
HORIZON AUTO PARTS							
1920	HORIZON AUTO PARTS	936465	DEXVIATF	04/18/2022	20.58	20.58	05/11/2022
1920	HORIZON AUTO PARTS	937650	NON DETER	05/02/2022	3.09	3.09	05/17/2022
Total HORIZON AUTO PARTS:					23.67	23.67	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ICMA MEMBERSHIP RENEWALS							
10003	ICMA MEMBERSHIP RENEWAL	2022.5.1	MEMBER 1077893 RENEWAL	05/01/2022	767.96	767.96	05/17/2022
Total ICMA MEMBERSHIP RENEWALS:					767.96	767.96	
INDUSTRIAL COMM & ELEC OF BOZEMAN							
3455	INDUSTRIAL COMM & ELEC OF	33162A	BATTERY BACK UP	03/22/2022	9,620.75	9,620.75	05/11/2022
Total INDUSTRIAL COMM & ELEC OF BOZEMAN:					9,620.75	9,620.75	
INDUSTRIAL TOWEL							
102	INDUSTRIAL TOWEL	94257	330 bennett	04/05/2022	46.64	46.64	05/11/2022
102	INDUSTRIAL TOWEL	95445	330 bennett	04/19/2022	46.64	46.64	05/11/2022
102	INDUSTRIAL TOWEL	95835	Civic Center Mats	04/21/2022	129.35	129.35	05/11/2022
102	INDUSTRIAL TOWEL	96661	330 bennett	05/03/2022	46.64	46.64	05/11/2022
102	INDUSTRIAL TOWEL	97061	RUGS 220 E PARK	05/05/2022	100.86	100.86	05/11/2022
Total INDUSTRIAL TOWEL:					370.13	370.13	
INSTY-PRINTS							
250	INSTY-PRINTS	12417	Name Plates	02/22/2022	63.50	63.50	05/11/2022
250	INSTY-PRINTS	12830	training	04/20/2022	236.94	236.94	05/11/2022
250	INSTY-PRINTS	12880	Business Cards	04/27/2022	21.95	21.95	05/11/2022
250	INSTY-PRINTS	12998	ENVELOPES	05/12/2022	28.94	28.94	05/17/2022
250	INSTY-PRINTS	12998	ENVELOPES	05/12/2022	28.94	28.94	05/17/2022
250	INSTY-PRINTS	12998	ENVELOPES	05/12/2022	28.94	28.94	05/17/2022
250	INSTY-PRINTS	12998	ENVELOPES	05/12/2022	28.95	28.95	05/17/2022
250	INSTY-PRINTS	12998	ENVELOPES	05/12/2022	28.94	28.94	05/17/2022
250	INSTY-PRINTS	13029	WALL SIGN	05/16/2022	43.00	43.00	05/17/2022
Total INSTY-PRINTS:					510.10	510.10	
IRRIGATION INNOVATIONS							
10002	IRRIGATION INNOVATIONS	6870	SNOW REMOVAL	05/06/2022	397.50	397.50	05/17/2022
Total IRRIGATION INNOVATIONS:					397.50	397.50	
J & H OFFICE EQUIPMENT							
1783	J & H OFFICE EQUIPMENT	31528235	printer	04/26/2022	270.73	270.73	05/11/2022
Total J & H OFFICE EQUIPMENT:					270.73	270.73	
KELLEY CONNECT							
10001	KELLEY CONNECT	31556840	agreement 112-1689019-000	05/02/2022	343.19	343.19	05/11/2022
10001	KELLEY CONNECT	IN1013633	CANON	03/30/2022	100.86	100.86	05/11/2022
10001	KELLEY CONNECT	IN1034583	CANON	04/28/2022	42.99	42.99	05/11/2022
10001	KELLEY CONNECT	IN1040029	CANNON	05/03/2022	113.66	113.66	05/11/2022
10001	KELLEY CONNECT	IN1040064	canon	05/03/2022	33.04	33.04	05/11/2022
Total KELLEY CONNECT:					633.74	633.74	
KELLEY, DARREN							
3585	KELLEY, DARREN	10279872	REIMBURSE	05/02/2022	15.98	15.98	05/11/2022
3585	KELLEY, DARREN	23473	REIMBURSE	05/02/2022	45.01	45.01	05/11/2022
Total KELLEY, DARREN:					60.99	60.99	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
KEN'S EQUIPMENT REPAIR, INC							
1390	KEN'S EQUIPMENT REPAIR, IN	58579	Grader	04/21/2022	1,448.25	1,448.25	05/11/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58604	570 REPAIR	04/06/2022	389.50	389.50	05/11/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58608	410 L	04/07/2022	131.10	131.10	05/11/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58662	G2	04/18/2022	213.00	213.00	05/11/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58694	G21	04/25/2022	190.00	190.00	05/11/2022
Total KEN'S EQUIPMENT REPAIR, INC:					2,371.85	2,371.85	
KENYON NOBLE							
776	KENYON NOBLE	201278	PVC CEMENT	05/05/2022	9.39	9.39	05/17/2022
776	KENYON NOBLE	8941898	GENERAL	03/29/2022	71.95	71.95	05/11/2022
776	KENYON NOBLE	8947049	RAILROAD TIE	03/31/2022	295.88	295.88	05/11/2022
776	KENYON NOBLE	8949403	SPRUCE PINE	04/01/2022	42.12	42.12	05/11/2022
776	KENYON NOBLE	8955349	TUBING	04/05/2022	17.90	17.90	05/11/2022
776	KENYON NOBLE	8960124	SPIKE	04/07/2022	29.98	29.98	05/11/2022
776	KENYON NOBLE	8961030	GLOVES	04/08/2022	40.75	40.75	05/11/2022
Total KENYON NOBLE:					507.97	507.97	
LACAL EQUIPMENT, INC.							
10000	LACAL EQUIPMENT, INC.	0364646-IN	ROCKER SWITCH	05/03/2022	258.25	258.25	05/17/2022
Total LACAL EQUIPMENT, INC.:					258.25	258.25	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	1940238	Water	04/25/2022	45.50	45.50	05/11/2022
2830	LEHRKIND'S COCA-COLA	2022.4.25	Water	04/25/2022	70.24	70.24	05/17/2022
Total LEHRKIND'S COCA-COLA:					115.74	115.74	
LENAPE CONSULTING							
10004	LENAPE CONSULTING	2022.5.9	ASBESTOS INSPECT	05/09/2022	1,715.00	1,715.00	05/11/2022
Total LENAPE CONSULTING:					1,715.00	1,715.00	
LIVINGSTON ACE HARDWARE - #122005							
26	LIVINGSTON ACE HARDWARE -	A08928	Tape	03/29/2022	12.98	12.98	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A09116	RAPAIR TOOLS	03/29/2022	37.96	37.96	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A09141	FASTNERS	03/29/2022	46.74	46.74	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A10275	Padlock	04/01/2022	24.99	24.99	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A10292	Fastners	04/01/2022	9.97	9.97	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A10339	SUPPLIES'	04/01/2022	22.97	22.97	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A10403	BAGS	04/01/2022	15.99	15.99	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A10428	PADLOCK	04/01/2022	24.99	24.99	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A10947	SPRAY PAINT	04/02/2022	15.96	15.96	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A11859	TAPE	04/04/2022	19.16	19.16	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A12223	COUPLING	04/05/2022	68.55	68.55	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A12335	STATION SUPPLIES	04/05/2022	29.57	29.57	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A12732	PLUNGER	04/06/2022	17.99	17.99	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A13439	ADHSIVE	04/08/2022	13.99	13.99	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A15161	Fastners	04/12/2022	80.26	80.26	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A15243	SpARY PAINT	04/12/2022	20.97	20.97	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A15631	SUPPLIES	04/13/2022	343.85	343.85	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A15893	PADLOCK	04/14/2022	39.98	39.98	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A17709	Battery	04/19/2022	33.97	33.97	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A17712	BRIGHT AND CLEAR	04/19/2022	19.99-	19.99-	05/11/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
26	LIVINGSTON ACE HARDWARE -	A17733	TAPE	04/19/2022	10.96	10.96	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A18247	BUCKETS	04/20/2022	73.86	73.86	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A18846	SILICONE	04/22/2022	8.99	8.99	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A19062	SUPPLIES'	04/22/2022	16.08	16.08	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A20337	CHAIN	04/25/2022	45.11	45.11	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A2045	Padlock	04/25/2022	39.98	39.98	05/11/2022
26	LIVINGSTON ACE HARDWARE -	A20501	HOSE NOZZLE	04/25/2022	77.94	77.94	05/11/2022
26	LIVINGSTON ACE HARDWARE -	X74856	TOILET SEAT	04/21/2022	54.98	54.98	05/11/2022
26	LIVINGSTON ACE HARDWARE -	X74884	GAS CAP	04/21/2022	8.99	8.99	05/11/2022

Total LIVINGSTON ACE HARDWARE - #122005:

1,197.74 1,197.74

LIVINGSTON ENTERPRISE

146	LIVINGSTON ENTERPRISE	115672	COMMISION	03/29/2022	35.75	35.75	05/11/2022
146	LIVINGSTON ENTERPRISE	115690	WATER REPORT	03/30/2022	565.50	565.50	05/11/2022
146	LIVINGSTON ENTERPRISE	115751	COMMISION	04/01/2022	35.75	35.75	05/11/2022
146	LIVINGSTON ENTERPRISE	115752	RESOLUTION 5027	04/01/2022	52.00	52.00	05/11/2022
146	LIVINGSTON ENTERPRISE	115775	DISCOVERY VISTA	04/05/2022	68.25	68.25	05/11/2022
146	LIVINGSTON ENTERPRISE	115822	COMMISION	04/07/2022	26.00	26.00	05/11/2022
146	LIVINGSTON ENTERPRISE	115846	CONSERVATION BOARD	04/08/2022	22.75	22.75	05/11/2022
146	LIVINGSTON ENTERPRISE	115847	LIBRARY BOARD	04/08/2022	114.00	114.00	05/11/2022
146	LIVINGSTON ENTERPRISE	115848	TREE BOARD	04/08/2022	108.00	108.00	05/11/2022
146	LIVINGSTON ENTERPRISE	115920	ARPA	04/15/2022	156.00	156.00	05/11/2022
146	LIVINGSTON ENTERPRISE	115921	COMMISION	04/15/2022	32.50	32.50	05/11/2022
146	LIVINGSTON ENTERPRISE	115922	LIBRARY BOARD	04/15/2022	65.00	65.00	05/11/2022
146	LIVINGSTON ENTERPRISE	115923	COMMISION	04/15/2022	102.00	102.00	05/11/2022
146	LIVINGSTON ENTERPRISE	115924	URBAN RENEWAL	04/15/2022	96.00	96.00	05/11/2022
146	LIVINGSTON ENTERPRISE	115925	HISTORIC PRESERVATION	04/15/2022	150.00	150.00	05/11/2022
146	LIVINGSTON ENTERPRISE	115926	RESOLUTION 5028	04/01/2022	90.00	90.00	05/11/2022
146	LIVINGSTON ENTERPRISE	115932	PLANNING BOARD	04/18/2022	48.75	48.75	05/11/2022
146	LIVINGSTON ENTERPRISE	115933	URBAN RENEWAL	04/18/2022	26.00	26.00	05/11/2022
146	LIVINGSTON ENTERPRISE	115936	TREE BOARD	04/19/2022	26.00	26.00	05/11/2022
146	LIVINGSTON ENTERPRISE	115942	COMMISION	04/20/2022	22.75	22.75	05/11/2022
146	LIVINGSTON ENTERPRISE	116036	COMMISION	04/22/2022	26.00	26.00	05/11/2022
146	LIVINGSTON ENTERPRISE	116037	HISTORIC PRESERVATION	04/22/2022	81.25	81.25	05/11/2022
146	LIVINGSTON ENTERPRISE	116074	PARKS AND TRAILS	04/25/2022	19.50	19.50	05/11/2022
146	LIVINGSTON ENTERPRISE	2022.5.20	SUBSCRIPT-CIVIC CENTER	05/01/2022	129.00	129.00	05/11/2022
146	LIVINGSTON ENTERPRISE	2022.5.23.1	SUBSCRIPT-220 E PARK	05/01/2022	129.00	129.00	05/11/2022

Total LIVINGSTON ENTERPRISE:

2,227.75 2,227.75

LIVINGSTON HEALTH CARE

55	LIVINGSTON HEALTH CARE	4611489	PATIENT SUPPLY	05/02/2022	146.44	146.44	05/11/2022
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Total LIVINGSTON HEALTH CARE:

146.44 146.44

MASTERCARD

3184	MASTERCARD	2022_03 BUSC	Signs	04/01/2022	71.97	71.97	04/12/2022
3184	MASTERCARD	2022_03 BUSC	CPO Class	04/01/2022	375.00	375.00	04/12/2022
3184	MASTERCARD	2022_03 BUSC	Tent Stakes	04/01/2022	797.71	797.71	04/12/2022
3184	MASTERCARD	2022_03 DELA	Post Its	04/01/2022	19.77	19.77	04/12/2022
3184	MASTERCARD	2022_03 DELA	Office supplies	04/01/2022	19.99	19.99	04/12/2022
3184	MASTERCARD	2022_03 DELA	Label Maker Tape	04/01/2022	16.19	16.19	04/12/2022
3184	MASTERCARD	2022_03 DELA	Label Maker Tape	04/01/2022	16.19	16.19	04/12/2022
3184	MASTERCARD	2022_03 DELA	Label Maker Tape	04/01/2022	16.19	16.19	04/12/2022
3184	MASTERCARD	2022_03 DELA	Label Maker Tape	04/01/2022	16.19	16.19	04/12/2022
3184	MASTERCARD	2022_03 DELA	Label Maker Tape	04/01/2022	16.19	16.19	04/12/2022
3184	MASTERCARD	2022_03 DELA	Label Maker Tape	04/01/2022	16.20	16.20	04/12/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2022_03 DELA	Calendar/Clip Board	04/01/2022	11.67	11.67	04/12/2022
3184	MASTERCARD	2022_03 DELA	Phone Holder	04/01/2022	11.99	11.99	04/12/2022
3184	MASTERCARD	2022_03 DELA	Appointment Book	04/01/2022	25.19	25.19	04/12/2022
3184	MASTERCARD	2022_03 DELA	Phone Screen Protector	04/01/2022	7.95	7.95	04/12/2022
3184	MASTERCARD	2022_03 DELA	Phone Screen Protector	04/01/2022	5.83	5.83	04/12/2022
3184	MASTERCARD	2022_03 FETT	Travel - GFOA Annual Conference	04/01/2022	33.91	33.91	04/12/2022
3184	MASTERCARD	2022_03 FETT	Travel - GFOA Annual Conference	04/01/2022	33.91	33.91	04/12/2022
3184	MASTERCARD	2022_03 FETT	Travel - GFOA Annual Conference	04/01/2022	428.19	428.19	04/12/2022
3184	MASTERCARD	2022_03 FETT	Travel - GFOA Annual Conference	04/01/2022	428.19	428.19	04/12/2022
3184	MASTERCARD	2022_03 FETT	Office supplies	04/01/2022	122.34	122.34	04/12/2022
3184	MASTERCARD	2022_03 FETT	Staff budget meeting	04/01/2022	26.00	26.00	04/12/2022
3184	MASTERCARD	2022_03 FETT	Office supplies	04/01/2022	12.98	12.98	04/12/2022
3184	MASTERCARD	2022_03 FETT	Window cleaning	04/01/2022	270.00	270.00	04/12/2022
3184	MASTERCARD	2022_03 GLAS	fee	04/01/2022	.18	.18	04/12/2022
3184	MASTERCARD	2022_03 GLAS	fax	04/01/2022	19.99	19.99	04/12/2022
3184	MASTERCARD	2022_03 GLAS	Tote & Tumbler	04/01/2022	102.29	102.29	04/12/2022
3184	MASTERCARD	2022_03 GRA	bulb fluo T8 2 ea 10pk	04/01/2022	85.98	85.98	04/12/2022
3184	MASTERCARD	2022_03 GRA	bulb lt fluor 32w cwht	04/01/2022	39.96	39.96	04/12/2022
3184	MASTERCARD	2022_03 GRA	Mitch Grady will pay	04/01/2022	4.69	4.69	04/12/2022
3184	MASTERCARD	2022_03 GRA	pens, tape	04/01/2022	12.90	12.90	04/12/2022
3184	MASTERCARD	2022_03 GRA	Mitch Grady will pay	04/01/2022	4.25	4.25	04/12/2022
3184	MASTERCARD	2022_03 GRA	1 book	04/01/2022	12.99	12.99	04/12/2022
3184	MASTERCARD	2022_03 GRA	2 disinfecting bathroom cln	04/01/2022	9.18	9.18	04/12/2022
3184	MASTERCARD	2022_03 GRA	mop bucket 35qt	04/01/2022	89.99	89.99	04/12/2022
3184	MASTERCARD	2022_03 GRA	3 books	04/01/2022	23.97	23.97	04/12/2022
3184	MASTERCARD	2022_03 GRA	1 printer toner	04/01/2022	31.22	31.22	04/12/2022
3184	MASTERCARD	2022_03 GRA	purchase	04/01/2022	100.00	100.00	04/12/2022
3184	MASTERCARD	2022_03 GRA	service charges	04/01/2022	17.99	17.99	04/12/2022
3184	MASTERCARD	2022_03 GRA	Roomba washable bin 4624867	04/01/2022	29.99	29.99	04/12/2022
3184	MASTERCARD	2022_03 GRA	deep clean	04/01/2022	175.00	175.00	04/12/2022
3184	MASTERCARD	2022_03 GRA	printer cable, 4-port data hub	04/01/2022	25.98	25.98	04/12/2022
3184	MASTERCARD	2022_03 HAEF	Industrial Unit Heater	04/01/2022	534.17	534.17	04/12/2022
3184	MASTERCARD	2022_03 HAH	Refund	04/01/2022	840.84-	840.84-	04/12/2022
3184	MASTERCARD	2022_03 HAR	wildland brooms	04/01/2022	120.95	120.95	04/12/2022
3184	MASTERCARD	2022_03 HAR	wildland adapters	04/01/2022	179.90	179.90	04/12/2022
3184	MASTERCARD	2022_03 HAR	wildland adapters	04/01/2022	173.40	173.40	04/12/2022
3184	MASTERCARD	2022_03 HAR	polaski tool	04/01/2022	93.92	93.92	04/12/2022
3184	MASTERCARD	2022_03 HOFF	Viper Backup	04/01/2022	636.99	636.99	04/12/2022
3184	MASTERCARD	2022_03 HOFF	Viper Backup	04/01/2022	636.99	636.99	04/12/2022
3184	MASTERCARD	2022_03 HOFF	Battery Backup	04/01/2022	188.99	188.99	04/12/2022
3184	MASTERCARD	2022_03 HOFF	Battery Backup	04/01/2022	188.99	188.99	04/12/2022
3184	MASTERCARD	2022_03 HOFF	Battery Backup	04/01/2022	188.99	188.99	04/12/2022
3184	MASTERCARD	2022_03 HOFF	Battery Backup	04/01/2022	188.99	188.99	04/12/2022
3184	MASTERCARD	2022_03 HOL	Signal Clamp	04/01/2022	125.66	125.66	04/12/2022
3184	MASTERCARD	2022_03 HOL	Signal Clamp	04/01/2022	125.67	125.67	04/12/2022
3184	MASTERCARD	2022_03 HOL	Signal Clamp	04/01/2022	125.67	125.67	04/12/2022
3184	MASTERCARD	2022_03 HOL	Training	04/01/2022	100.00	100.00	04/12/2022
3184	MASTERCARD	2022_03 HOL	Lunch Meeting	04/01/2022	12.73	12.73	04/12/2022
3184	MASTERCARD	2022_03 HOL	Lunch Meeting	04/01/2022	12.73	12.73	04/12/2022
3184	MASTERCARD	2022_03 HOL	Lunch Meeting	04/01/2022	12.73	12.73	04/12/2022
3184	MASTERCARD	2022_03 HOL	Lunch Meeting	04/01/2022	12.73	12.73	04/12/2022
3184	MASTERCARD	2022_03 HOL	Lunch Meeting	04/01/2022	12.74	12.74	04/12/2022
3184	MASTERCARD	2022_03 JOHN	Motel - O'Neill K9	04/01/2022	157.89	157.89	04/12/2022
3184	MASTERCARD	2022_03 JOHN	Motel - O'Neill K9	04/01/2022	107.52	107.52	04/12/2022
3184	MASTERCARD	2022_03 JOHN	Office supplies	04/01/2022	30.50	30.50	04/12/2022
3184	MASTERCARD	2022_03 JOHN	Office supplies	04/01/2022	591.91	591.91	04/12/2022
3184	MASTERCARD	2022_03 JOHN	Office supplies	04/01/2022	42.70	42.70	04/12/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2022_03 JOHN	Motel- Gentil CISM	04/01/2022	294.60	294.60	04/12/2022
3184	MASTERCARD	2022_03 KARD	Local Government Review E-acce	04/01/2022	74.00	74.00	04/12/2022
3184	MASTERCARD	2022_03 KINNI	Commissioner Packet Binding Su	04/01/2022	34.94	34.94	04/12/2022
3184	MASTERCARD	2022_03 KINNI	Employee Wellness- Membership	04/01/2022	55.00	55.00	04/12/2022
3184	MASTERCARD	2022_03 KINNI	Office Supplies	04/01/2022	114.00	114.00	04/12/2022
3184	MASTERCARD	2022_03 KINNI	Office Supplies	04/01/2022	51.16	51.16	04/12/2022
3184	MASTERCARD	2022_03 KINNI	Office Supplies	04/01/2022	44.55	44.55	04/12/2022
3184	MASTERCARD	2022_03 KINNI	Membership Renewal 03/01/2022	04/01/2022	119.88	119.88	04/12/2022
3184	MASTERCARD	2022_03 KINNI	Office Supplies	04/01/2022	51.69	51.69	04/12/2022
3184	MASTERCARD	2022_03 KINNI	Office Supplies	04/01/2022	63.00	63.00	04/12/2022
3184	MASTERCARD	2022_03 KINNI	2nd Board/Committee Account	04/01/2022	57.05	57.05	04/12/2022
3184	MASTERCARD	2022_03 KINNI	Working meeting lunch supplies- 8	04/01/2022	108.55	108.55	04/12/2022
3184	MASTERCARD	2022_03 KINNI	Work meeting lunch- 8 people- No	04/01/2022	120.00	120.00	04/12/2022
3184	MASTERCARD	2022_03 KINNI	Planning/Building Dept. Acct.	04/01/2022	57.05	57.05	04/12/2022
3184	MASTERCARD	2022_03 KINNI	Handsoap refill, 3 cartons	04/01/2022	189.00	189.00	04/12/2022
3184	MASTERCARD	2022_03 KINNI	Annual renewal & monthly charge.	04/01/2022	197.02	197.02	04/12/2022
3184	MASTERCARD	2022_03 LAWE	Record Lookup Request	04/01/2022	12.17	12.17	04/12/2022
3184	MASTERCARD	2022_03 LOW	Waiting for Receipts	04/01/2022	516.00	516.00	04/12/2022
3184	MASTERCARD	2022_03 LOW	Waiting for Receipts	04/01/2022	139.99	139.99	04/12/2022
3184	MASTERCARD	2022_03 LOW	Waiting for Receipts	04/01/2022	528.00	528.00	04/12/2022
3184	MASTERCARD	2022_03 LOW	Waiting for Receipts	04/01/2022	11.17	11.17	04/12/2022
3184	MASTERCARD	2022_03 LOW	Waiting for Receipts	04/01/2022	34.95	34.95	04/12/2022
3184	MASTERCARD	2022_03 LOW	Waiting for Receipts	04/01/2022	396.28	396.28	04/12/2022
3184	MASTERCARD	2022_03 LOW	Waiting for Receipts	04/01/2022	430.00	430.00	04/12/2022
3184	MASTERCARD	2022_03 O'RO	Snacks for Meeting	04/01/2022	4.79	4.79	04/12/2022
3184	MASTERCARD	2022_03 O'RO	Snacks for Meeting	04/01/2022	4.79	4.79	04/12/2022
3184	MASTERCARD	2022_03 O'RO	Snacks for Meeting	04/01/2022	4.79	4.79	04/12/2022
3184	MASTERCARD	2022_03 O'RO	Snacks for Meeting	04/01/2022	4.80	4.80	04/12/2022
3184	MASTERCARD	2022_03 O'RO	Snacks for Meeting	04/01/2022	4.80	4.80	04/12/2022
3184	MASTERCARD	2022_03 O'RO	Safety Committee	04/01/2022	14.82	14.82	04/12/2022
3184	MASTERCARD	2022_03 O'RO	Safety Committee	04/01/2022	14.82	14.82	04/12/2022
3184	MASTERCARD	2022_03 O'RO	Safety Committee	04/01/2022	29.64	29.64	04/12/2022
3184	MASTERCARD	2022_03 O'RO	Safety Committee	04/01/2022	14.82	14.82	04/12/2022
3184	MASTERCARD	2022_03 O'RO	Safety Committee	04/01/2022	14.82	14.82	04/12/2022
3184	MASTERCARD	2022_03 PURK	Municipal Institute	04/01/2022	138.33	138.33	04/12/2022
3184	MASTERCARD	2022_03 PURK	Municipal Institute	04/01/2022	138.34	138.34	04/12/2022
3184	MASTERCARD	2022_03 PURK	Municipal Institute	04/01/2022	138.33	138.33	04/12/2022
3184	MASTERCARD	2022_03 PURK	Municipal Institute	04/01/2022	275.00	275.00	04/12/2022
3184	MASTERCARD	2022_03 PURK	February	04/01/2022	5,698.78	5,698.78	04/12/2022
3184	MASTERCARD	2022_03 RAYM	training seminar	04/01/2022	15.00	15.00	04/12/2022
3184	MASTERCARD	2022_03 RAYM	subscription	04/01/2022	10.00	10.00	04/12/2022
3184	MASTERCARD	2022_03 RAYM	training	04/01/2022	135.00	135.00	04/12/2022
3184	MASTERCARD	2022_03 STOR	Employee Appreciation	04/01/2022	82.54	82.54	04/12/2022
3184	MASTERCARD	2022_03 TARR	Coach training / background chec	04/01/2022	700.00	700.00	04/12/2022
3184	MASTERCARD	2022_03 TARR	Tape	04/01/2022	12.99	12.99	04/12/2022
3184	MASTERCARD	2022_03 TARR	Event materials	04/01/2022	29.99	29.99	04/12/2022
3184	MASTERCARD	2022_03 TARR	Operating supplies	04/01/2022	86.39	86.39	04/12/2022
3184	MASTERCARD	2022_03 TARR	Sports Gear Organization	04/01/2022	8.88	8.88	04/12/2022
3184	MASTERCARD	2022_03 TARR	Printing Baseball Flyers	04/01/2022	48.45	48.45	04/12/2022
3184	MASTERCARD	2022_03 TARR	Coach / staff communication tool	04/01/2022	36.00	36.00	04/12/2022
3184	MASTERCARD	2022_03 TARR	Easter Eggs	04/01/2022	528.00	528.00	04/12/2022
3184	MASTERCARD	2022_03 TARR	Graphic - marketing	04/01/2022	.95	.95	04/12/2022
3184	MASTERCARD	2022_03 WUL	M1 Battery	04/01/2022	135.17	135.17	04/12/2022
3184	MASTERCARD	2022_03 WUL	Mt. drive course	04/01/2022	976.00	976.00	04/12/2022
3184	MASTERCARD	2022_03 WUL	reserve uniforms	04/01/2022	283.40	283.40	04/12/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MOUNTAIN AIR SPORTS:					600.00	600.00	
MSU EXTENSION SERVICE							
3275	MSU EXTENSION SERVICE	2022.4.26	COMMUNITY DEVELOPMENT	04/26/2022	6,309.52	6,309.52	05/11/2022
Total MSU EXTENSION SERVICE:					6,309.52	6,309.52	
MT WATERWORKS							
3016	MT WATERWORKS	37385	MaINGUARD	04/14/2022	1,581.00	1,581.00	05/11/2022
Total MT WATERWORKS:					1,581.00	1,581.00	
MURDOCH'S RANCH & HOME SUPPLY							
3688	MURDOCH'S RANCH & HOME S	K00244/37	RAILROAD TIE	04/06/2022	287.88	287.88	05/11/2022
3688	MURDOCH'S RANCH & HOME S	K00263/37	Tools	04/13/2022	84.99	84.99	05/11/2022
3688	MURDOCH'S RANCH & HOME S	K00263/37	Tools	04/13/2022	74.99	74.99	05/11/2022
3688	MURDOCH'S RANCH & HOME S	K00271/37.1	HELMET	04/19/2022	26.99	26.99	05/11/2022
3688	MURDOCH'S RANCH & HOME S	K00278/37	CHAIN LOOP	04/21/2022	48.97	48.97	05/11/2022
3688	MURDOCH'S RANCH & HOME S	K01230/37	CUTTING WHEEL	04/13/2022	62.92	62.92	05/11/2022
3688	MURDOCH'S RANCH & HOME S	K01233/37	TOOLS	04/14/2022	35.78	35.78	05/11/2022
3688	MURDOCH'S RANCH & HOME S	K01254/37.1	WRENCH COMBINATION	04/22/2022	14.98	14.98	05/11/2022
3688	MURDOCH'S RANCH & HOME S	K01256/37	WORKLIGHT	04/22/2022	69.98	69.98	05/11/2022
Total MURDOCH'S RANCH & HOME SUPPLY:					707.48	707.48	
NORMONT EQUIPMENT							
12	NORMONT EQUIPMENT	27332	Asphalt Emulsion	05/03/2022	8,872.00	8,872.00	05/17/2022
12	NORMONT EQUIPMENT	27333	STRIP BROOM	05/03/2022	4,104.56	4,104.56	05/17/2022
Total NORMONT EQUIPMENT:					12,976.56	12,976.56	
NORTH CENTRAL LABORATORIES							
33	NORTH CENTRAL LABORATORI	468632	LabCONCO	03/30/2022	352.86	352.86	05/11/2022
Total NORTH CENTRAL LABORATORIES:					352.86	352.86	
NORTHWEST PIPE FITTINGS, INC							
423	NORTHWEST PIPE FITTINGS, I	5557574-4	COUPLING	04/21/2022	70.58	70.58	05/11/2022
Total NORTHWEST PIPE FITTINGS, INC:					70.58	70.58	
NORTHWESTERN ENERGY							
151	NORTHWESTERN ENERGY	2022.4.8	3286284-9 101 STAR RD	04/08/2022	23.94	23.94	05/11/2022
151	NORTHWESTERN ENERGY	2022.5.10	101 STAR RD 3286284-9	05/10/2022	50.08	50.08	05/17/2022
151	NORTHWESTERN ENERGY	2022.5.11-3837	220 E PARK 3837245-4	05/11/2022	614.16	614.16	05/17/2022
Total NORTHWESTERN ENERGY:					688.18	688.18	
O'REILLY AUTOMOTIVE, INC							
2437	O'REILLY AUTOMOTIVE, INC	1558-277004	Mini Bulb	05/03/2022	7.25	7.25	05/11/2022
Total O'REILLY AUTOMOTIVE, INC:					7.25	7.25	
PARK COUNTY CLERK & RECORDER							
1553	PARK COUNTY CLERK & RECO	2022.5.11	RES 5031 HAUG ANNEX	05/11/2022	88.00	88.00	05/11/2022
1553	PARK COUNTY CLERK & RECO	2022.5.11.1	RES 5035 SEWER EASEMENT	05/11/2022	64.00	64.00	05/11/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PARK COUNTY CLERK & RECORDER:					152.00	152.00	
PARK COUNTY TREASURER - TECH							
1702	PARK COUNTY TREASURER - T	2022.4.29	APRIL 2022 COLLECTIONS	04/29/2022	249.92	249.92	05/11/2022
Total PARK COUNTY TREASURER - TECH:					249.92	249.92	
PARK COUNTY TREASURER/M.L.E.A.							
2156	PARK COUNTY TREASURER/M.	2022.4.29	APRIL 2022 COLLECTIONS	04/29/2022	225.00	225.00	05/11/2022
Total PARK COUNTY TREASURER/M.L.E.A.:					225.00	225.00	
PARK COUNTY VICTIM WITNESS							
1544	PARK COUNTY VICTIM WITNES	2022.4.29	APRIL 2022 COLLECTIONS	04/29/2022	671.00	671.00	05/11/2022
Total PARK COUNTY VICTIM WITNESS:					671.00	671.00	
PHILIPS HEALTHCARE INC.							
2978	PHILIPS HEALTHCARE INC.	943189870	CREDIT	10/22/2019	3,560.70-	3,560.70-	05/17/2022
2978	PHILIPS HEALTHCARE INC.	948632551	CREDIT	01/25/2022	1,750.46-	1,750.46-	05/17/2022
2978	PHILIPS HEALTHCARE INC.	949494883	TEMPUS LS ELECTRODES	05/06/2022	18,660.60	18,660.60	05/17/2022
Total PHILIPS HEALTHCARE INC.:					13,349.44	13,349.44	
PITNEY BOWES							
10001	PITNEY BOWES	2022.4.5	Postage - City Hall	04/05/2022	1,000.00	1,000.00	04/05/2022
10001	PITNEY BOWES	3315538343	Lease - City/County Bldg	04/03/2022	135.00	135.00	04/27/2022
Total PITNEY BOWES:					1,135.00	1,135.00	
PLUMMER, JAMIE							
10003	PLUMMER, JAMIE	2022.4.21	CLERICAL ASSIST	04/21/2022	330.00	330.00	05/11/2022
Total PLUMMER, JAMIE:					330.00	330.00	
POWERPLAN							
1868	POWERPLAN	P5900516	BOLT, CUTTING ED	04/13/2022	294.65	294.65	05/11/2022
1868	POWERPLAN	P5964816	EXTENSION SPRAIN	05/05/2022	156.37	156.37	05/17/2022
Total POWERPLAN:					451.02	451.02	
PURKETT, KALSEY							
3784	PURKETT, KALSEY	2022.5.5	Mileage Reimbursement	05/10/2022	121.68	121.68	05/11/2022
Total PURKETT, KALSEY:					121.68	121.68	
REDSTONE LEASING							
3842	REDSTONE LEASING	2022.6	Lease 44 OF 60	05/01/2022	203.07	203.07	05/11/2022
Total REDSTONE LEASING:					203.07	203.07	
REPUBLIC SERVICES #670							
10000	REPUBLIC SERVICES #670	0670-0003372	RECYCLING	04/30/2022	84,203.76	84,203.76	05/17/2022
Total REPUBLIC SERVICES #670:					84,203.76	84,203.76	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
RIVERSIDE HARDWARE LLC							
3659	RIVERSIDE HARDWARE LLC	162230	BATTERIES	04/01/2022	22.56	22.56	05/11/2022
3659	RIVERSIDE HARDWARE LLC	162435	VACUUM	04/04/2022	119.99	119.99	05/11/2022
3659	RIVERSIDE HARDWARE LLC	162763	HAMMER DRILL	04/08/2022	199.98	199.98	05/11/2022
3659	RIVERSIDE HARDWARE LLC	163250	CLEANING SUPPLIES	04/14/2022	18.98	18.98	05/11/2022
3659	RIVERSIDE HARDWARE LLC	164080	PAINT SUPPLIES	04/26/2022	51.32	51.32	05/11/2022
3659	RIVERSIDE HARDWARE LLC	164080	PAINT SUPPLIES	04/26/2022	51.31	51.31	05/11/2022
Total RIVERSIDE HARDWARE LLC:					464.14	464.14	
SAFETRAC							
3143	SAFETRAC	34934	CDL Services	03/01/2022	252.00	252.00	05/11/2022
3143	SAFETRAC	35616	CDL Services	05/01/2022	224.00	224.00	05/11/2022
Total SAFETRAC:					476.00	476.00	
SIGMA-ALDRICH, INC.							
10000	SIGMA-ALDRICH, INC.	556430216	complex nutrients	04/12/2022	345.42	345.42	05/17/2022
10000	SIGMA-ALDRICH, INC.	556443318	E COLI	04/13/2022	122.18	122.18	05/17/2022
Total SIGMA-ALDRICH, INC.:					467.60	467.60	
SLEEPING GIANT ANIMAL CLINIC							
3645	SLEEPING GIANT ANIMAL CLINI	43901	YINDI	04/06/2022	170.94	170.94	05/11/2022
3645	SLEEPING GIANT ANIMAL CLINI	44471	RHINO	04/23/2022	170.94	170.94	05/11/2022
Total SLEEPING GIANT ANIMAL CLINIC:					341.88	341.88	
SPARK LASER CREATIONS							
3361	SPARK LASER CREATIONS	1574	Name Plates	04/29/2022	30.00	30.00	05/11/2022
Total SPARK LASER CREATIONS:					30.00	30.00	
SPECIAL LUBE							
1814	SPECIAL LUBE	224-280-2327	Oil Change	04/19/2022	54.95	54.95	05/11/2022
Total SPECIAL LUBE:					54.95	54.95	
STAFFORD ANIMAL SHELTER							
1439	STAFFORD ANIMAL SHELTER	2022.3	Boarding AND VACC	04/06/2022	1,348.75	1,348.75	05/11/2022
Total STAFFORD ANIMAL SHELTER:					1,348.75	1,348.75	
SWS EQUIPMENT							
10000	SWS EQUIPMENT	0143232-IN	REBUILD JOYSTICK	04/21/2022	806.04	806.04	05/11/2022
10000	SWS EQUIPMENT	0143312-IN	JOYSTICK	04/07/2022	923.63	923.63	05/11/2022
Total SWS EQUIPMENT:					1,729.67	1,729.67	
TD&H ENGINEERING, INC							
3390	TD&H ENGINEERING, INC	29246	ON CALL CIVIL SERVICES WAT	04/20/2022	633.87	633.87	05/11/2022
3390	TD&H ENGINEERING, INC	29246	ON CALL CIVIL SERVICES-SEW	04/20/2022	633.88	633.88	05/11/2022
3390	TD&H ENGINEERING, INC	29246	ON CALL CIVIL SERVICES-T&AT	04/20/2022	352.50	352.50	05/11/2022
3390	TD&H ENGINEERING, INC	29246	6TH & 7TH STREET WATER RE	04/20/2022	807.50	807.50	05/11/2022
3390	TD&H ENGINEERING, INC	29246	PARKING DESIGN-ATS & HOME	04/20/2022	2,333.30	2,333.30	05/11/2022
3390	TD&H ENGINEERING, INC	29246	PARKING DESIGN-GRAYS GEN	04/20/2022	824.00	824.00	05/11/2022
3390	TD&H ENGINEERING, INC	29246	LOVES LANE EASEMENT	04/20/2022	806.00	806.00	05/11/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3390	TD&H ENGINEERING, INC	29246	HRDC TRAIL EASEMENT	04/20/2022	1,726.10	1,726.10	05/11/2022
3390	TD&H ENGINEERING, INC	29247	LIVINGSTON CIVIC CENTER SE	04/20/2022	4,884.00	4,884.00	05/11/2022
3390	TD&H ENGINEERING, INC	29248	REGIONAL SEWER EXT	04/20/2022	25,533.00	25,533.00	05/11/2022
Total TD&H ENGINEERING, INC:					38,534.15	38,534.15	
TEAR IT UP L.L.C.							
2999	TEAR IT UP L.L.C.	52644	Shredding	04/27/2022	62.00	62.00	05/17/2022
Total TEAR IT UP L.L.C.:					62.00	62.00	
THOMSON REUTERS - WEST							
2823	THOMSON REUTERS - WEST	846300242	SOFTWARE	05/01/2022	315.76	315.76	05/11/2022
Total THOMSON REUTERS - WEST:					315.76	315.76	
TOWN & COUNTRY FOODS - LIVINGSTON							
2595	TOWN & COUNTRY FOODS - LI	13	Training Supply	05/04/2022	16.74	16.74	05/11/2022
Total TOWN & COUNTRY FOODS - LIVINGSTON:					16.74	16.74	
TRANSUNION RISK & ALTERNATIVE							
3376	TRANSUNION RISK & ALTERNA	380349-20220	investigative resear	05/01/2022	75.00	75.00	05/11/2022
Total TRANSUNION RISK & ALTERNATIVE:					75.00	75.00	
TRI-STATE TRUCK 7 EQUIPMENT							
10003	TRI-STATE TRUCK 7 EQUIPMEN	01P23358	CUTTING EDGE FOR BACKHOE	05/01/2022	746.83	746.83	05/17/2022
Total TRI-STATE TRUCK 7 EQUIPMENT:					746.83	746.83	
UPS STORE #2420, THE							
292	UPS STORE #2420, THE	2420A	ShipPING	05/12/2022	11.27	11.27	05/17/2022
Total UPS STORE #2420, THE:					11.27	11.27	
UTILITIES UNDERGROUND LOCATION							
3472	UTILITIES UNDERGROUND LO	2045092	Excavation Notifica	04/30/2022	104.14	104.14	05/11/2022
3472	UTILITIES UNDERGROUND LO	2045092	Excavation Notifica	04/30/2022	104.14	104.14	05/11/2022
3472	UTILITIES UNDERGROUND LO	2045092	Excavation Notifica	04/30/2022	104.15	104.15	05/11/2022
Total UTILITIES UNDERGROUND LOCATION:					312.43	312.43	
VERIZON WIRELESS							
879	VERIZON WIRELESS	9906018157	MAY 2022 CELLPHONES	05/08/2022	61.36	61.36	05/17/2022
879	VERIZON WIRELESS	9906018157	MAY 2022 CELLPHONES	05/08/2022	46.89	46.89	05/17/2022
879	VERIZON WIRELESS	9906018157	MAY 2022 CELLPHONES	05/08/2022	19.27	19.27	05/17/2022
879	VERIZON WIRELESS	9906018157	MAY 2022 CELLPHONES	05/08/2022	19.27	19.27	05/17/2022
879	VERIZON WIRELESS	9906018157	MAY 2022 CELLPHONES	05/08/2022	19.27	19.27	05/17/2022
879	VERIZON WIRELESS	9906018157	MAY 2022 CELLPHONES	05/08/2022	19.27	19.27	05/17/2022
879	VERIZON WIRELESS	9906018157	MAY 2022 CELLPHONES	05/08/2022	61.36	61.36	05/17/2022
879	VERIZON WIRELESS	9906018157	MAY 2022 CELLPHONES	05/08/2022	42.89	42.89	05/17/2022
879	VERIZON WIRELESS	9906018157	MAY 2022 CELLPHONES	05/08/2022	19.27	19.27	05/17/2022
879	VERIZON WIRELESS	9906018157	MAY 2022 CELLPHONES	05/08/2022	19.27	19.27	05/17/2022
879	VERIZON WIRELESS	9906018157	MAY 2022 CELLPHONES	05/08/2022	42.89	42.89	05/17/2022
879	VERIZON WIRELESS	9906018157	MAY 2022 CELLPHONES	05/08/2022	19.27	19.27	05/17/2022
879	VERIZON WIRELESS	9906018157	MAY 2022 CELLPHONES	05/08/2022	19.27	19.27	05/17/2022
879	VERIZON WIRELESS	9906018157	MAY 2022 CELLPHONES	05/08/2022	42.89	42.89	05/17/2022
879	VERIZON WIRELESS	9906018157	MAY 2022 CELLPHONES	05/08/2022	19.27	19.27	05/17/2022
879	VERIZON WIRELESS	9906018157	MAY 2022 CELLPHONES	05/08/2022	95.47	95.47	05/17/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Grand Totals:					278,361.55	278,361.55	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

File Attachments for Item:

A. PROCLAMATION DECLARING JUNE 27-JULY 4, 2022, AS RODEO DAYS IN LIVINGSTON.



**PROCLAMATION DECLARING JUNE 27-JULY 4, 2022, AS
RODEO DAYS IN LIVINGSTON**

WHEREAS, in October 1923 Livingston’s Charlie Murphy was the first to host a rodeo in Madison Square Garden, brought his rough stock to Livingston for the very first Livingston Roundup Rodeo; and

WHEREAS, in 1926, the Livingston Roundup Association was officially established to promote rodeos, roundups, riding and roping contests to promote Park County.

WHEREAS, The Livingston Roundup is one of Montana’s largest PRCA rodeos and the annual festivities have become an important tradition full of fun summer activities, drawing audiences from all over the world to our community; and

WHEREAS, the Livingston Area Chamber will kick off the festivities with its annual parade on July 2nd, this year’s theme is **YELLOWSTONE NATIONAL PARK AND OUR COMMUNITIES 150 YEARS TOGETHER**. The parade is made possible with the assistance of hundreds of volunteers and thousands of fans and spectators who enjoy every minute along with the exciting variety of area rodeo events and entertainment in our community; and

NOW, THEREFORE, I MELISSA NOOTZ, Chair of the City Commission in the City of Livingston, Montana, do hereby proclaim June 27-July 4, 2022, as

“RODEO DAYS IN LIVINGSTON”

DATED: this _____ day of June, 2022.

SIGNED:

MELISSA NOOTZ, Chair

ATTEST:

FAITH KINNICK, Recording Secretary

File Attachments for Item:

A. ORDINANCE NO. 3033: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE IX, ARTICLE V, & ARTICLE X OF THE LIVINGSTON MUNICIPAL CODE BY AMENDING SECTIONS 9-16, 10-7, & 10-8, & ADDING SECTION 5-26, AS THEY PERTAIN TO THE 4TH OF JULY CELEBRATION PARADE ROUTE, STREET CLOSURES, CITY SUPPORT FOR THE 4TH OF JULY CELEBRATION, AND OPEN CONTAINER LAWS DURING THE 4TH OF JULY CELEBRATION.

ORDINANCE NO. 3033

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE IX, ARTICLE V, & ARTICLE X OF THE LIVINGSTON MUNICIPAL CODE BY AMENDING SECTIONS 9-16, 10-7, & 10-8, & ADDING SECTION 5-26, AS THEY PERTAIN TO THE 4TH OF JULY CELEBRATION PARADE ROUTE, STREET CLOSURES, CITY SUPPORT FOR THE 4TH OF JULY CELEBRATION, AND OPEN CONTAINER LAWS DURING THE 4TH OF JULY CELEBRATION.

Preamble.

The purpose of this Ordinance is to make the amendments to Article II of the City’s Municipal Code.

WHEREAS, the City of Livingston believes that permanent amendments to City Code which reflect the City’s commitment to support of the Livingston 4th of July Celebration and the need for clear guidance related thereto, which needs to be reflected in City Code;

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

Sec. 9-16. Parades and processions—designation of routes; interfering with.

A. The Chief of Police is empowered to designate routes for parades on the streets of the City, to police the same, and to adopt and enforce such measures as in their judgment are necessary to keep the streets to be traveled free from obstruction.

1. The route for the annual 4th of July Parade (regardless of calendar date it is held, or name it uses) shall be set as follows: The route shall start at the intersection of Butte Street and 2nd Street, progressing on 2nd St to Callender St, across Callender St to Main St, on Main St to River Dr. The City will also close 2nd Street from Park Street to Callender Street and Main Street from Park Street to Callender Street to allow for pedestrian access and the placement of tables/booths/etc. by vendors and businesses not on the parade route.

a. This parade route is set by this section of code and is not under review by the Chief of Police.

b. The City shall provide support for the parade route annually, without charge, according to Sec. 5-26.

B. No vehicle shall be driven or moved so as to pass into, or to interfere with any civic, military or funeral procession except at the direction of a member of the police department or a traffic officer.

- C. The provisions of this section shall not be construed to permit any parade or procession to interfere with the governmental functions of the fire and police departments of the City.

Sec. 5-26. Annual budgeting for 4th of July Celebration.

- A. The City shall budget each year for the costs associated with support for the annual 4th of July Celebration.
- B. Support for the 4th of July Parade shall consist of all associated road closures, street sweeper, garbage collection, EMS support, and law enforcement support at a level determined by City Staff. A Special Event application will not be required for this specific event.
- C. Support for city businesses shall consist of; up to a 4-day closure of Main Street, from Park Street to Clark Street, to be coordinated with the Livingston Business Improvement District. And, inclusively, street sweeper, garbage collection, EMS, and law enforcement at a level determined by City Staff. A Special Event application will not be required for this event.
- D. Support for activities outside of downtown to include Depot Park and/or Sacajawea Park, to encourage market activities, food trucks, or other activities, is at the discretion of City Staff and may require a special event application.

Sec. 10-7. Carrying open containers or unsealed marijuana in public.

- A. It is unlawful for any person to carry an open container of beer or liquor or marijuana in an unsealed container upon any public street, sidewalk or alley in the City.
- B. The City Commission by motion may designate an area not greater than two (2) blocks in length and for no longer than a two (2)-day period as a special event exception at which time and place the restriction on open carry of beer or liquor will not apply.
- C. The restriction on open carry of beer or liquor will not apply to the Annual 4th of July Celebration as defined by Sec. 5-26, within the area of designated closed streets.

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

- A. It is unlawful for any person to drink beer or liquor or consume marijuana in any form upon any public street, sidewalk or alley in the City.
- B. The City Commission by motion may designate an area not greater than two (2) blocks in length and for no longer than a two (2)-day period as a special event exception at which time and place the restriction on drinking beer or liquor will not apply.
- C. Marijuana will not be consumed by smoking/vaping in public places/buildings except in a licensed marijuana retail facility.
- D. The restriction on the drinking of beer or liquor will not apply to the Annual 4th of July Celebration as defined by Sec. 5-26, within the area of the designated closed streets.

SECTION 2

Statutory Interpretation and Repealer:

Any and all resolutions, ordinances and sections of the Livingston Municipal Code and

parts thereof in conflict herewith are hereby repealed.

SECTION 3

Severability:

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

SECTION 4

Savings Provision:

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

SECTION 5

Effective Date:

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

PASSED by the City Commission of the City of Livingston, Montana, during a first reading at a regular session thereof held the _____ day of June 2022.

MELISSA NOOTZ, Chair

ATTEST:

FAITH KINNICK
Recording Secretary

PASSED, APPROVED, AND ADOPTED by the City Commission of the City of Livingston, Montana, during a second reading at a regular session thereof held the _____ day of July, 2022.

MELISSA NOOTZ, Chair

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN the Livingston City Commission will convene for a regular session Tuesday, July 12, at 5:30 p.m. via Zoom. The Commission will conduct a public hearing after the second reading of **ORDINANCE NO. 3033** entitled **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE IX, ARTICLE V, & ARTICLE X OF THE LIVINGSTON MUNICIPAL CODE BY AMENDING SECTIONS 9-16, 10-7, & 10-8, & ADDING SECTION 5-26, AS THEY PERTAIN TO THE 4TH OF JULY CELEBRATION PARADE ROUTE, STREET CLOSURES, CITY SUPPORT FOR THE 4TH OF JULY CELEBRATION, AND OPEN CONTAINER LAWS DURING THE 4TH OF JULY CELEBRATION.** All interested persons are invited to attend the public hearing, to make comments or make objections thereto. Meeting link and passcode information is available at www.livingstonmontana.org For additional information contact the City Offices at 220 E Park Street, Livingston, MT, 59047, or by phone at 823-6000.

Please publish Friday, July 1, 2022, Friday, July 8, 2022.

Faith Kinnick
City of Livingston
05/24/2022

File Attachments for Item:

A. RESOLUTION NO. 5036: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH PARK COUNTY, FOR THE RELINQUISHMENT OF CONTROL OVER JOINT-OWNED PROPERTY, FOR THE DEVELOPMENT OF RECREATIONAL TRAILS ON OLD BOULDER ROAD. (TABLED FROM MAY 3RD MEETING)

RESOLUTION NO. 5036

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH PARK COUNTY, FOR THE RELINQUISHMENT OF CONTROL OVER JOINT-OWNED PROPERTY, FOR THE DEVELOPMENT OF RECREATIONAL TRAILS ON OLD BOULDER ROAD.

WHEREAS, Park County and City of Livingston jointly own 227 acres on Old Boulder Road in Park County, MT (“Land”); and

WHEREAS, the properties identified by Geocodes 49-0803-08-3-01-01-0000 and 49-0803-17-2-01-01-0000 are held in ½ interest by Park County and ½ interest by the City of Livingston as a remnant of Joint Airport agreement when the property was the original airport in Park County referred to as Zollman Field, maps attached hereto and incorporated as Exhibit A & B; and

WHEREAS, the City of Livingston’s organizational mission in its Strategic Plan is to “*Foster community resilience by facilitating access to health and wellness resources*”; and

WHEREAS, the strategic priorities of the Park County Active Transportation Plan include: “*healthy and safe active transportation advancement; parks, trails and recreation improvements; effective stakeholder engagement and collaboration; and, positive community economic benefits.*”; and

WHEREAS, the City of Livingston agrees to relinquish its control over the property depicted in Exhibit A, for the purposes of the trails to be planned by the County, as the first step in separating the City and County interests in parcels identified by Geocodes 49-0803-08-3-01-01-0000 and 49-0803-17-2-01-01-0000; and

WHEREAS, the City has reviewed the attached Memorandum of Understanding, attached hereto and incorporated herein as “Exhibit C”, and is agreeable to the terms and conditions within; and

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

The City Manager is hereby authorized to sign the Memorandum of Understanding with Park County, Montana, for the jointly-owned property, for the development of recreational trails on Boulder Road.

APPROVED AND ADOPTED, by the City Commission of the City of Livingston, this _____ day of _____ 2022.

MELISSA NOOTZ, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK,
Recording Secretary

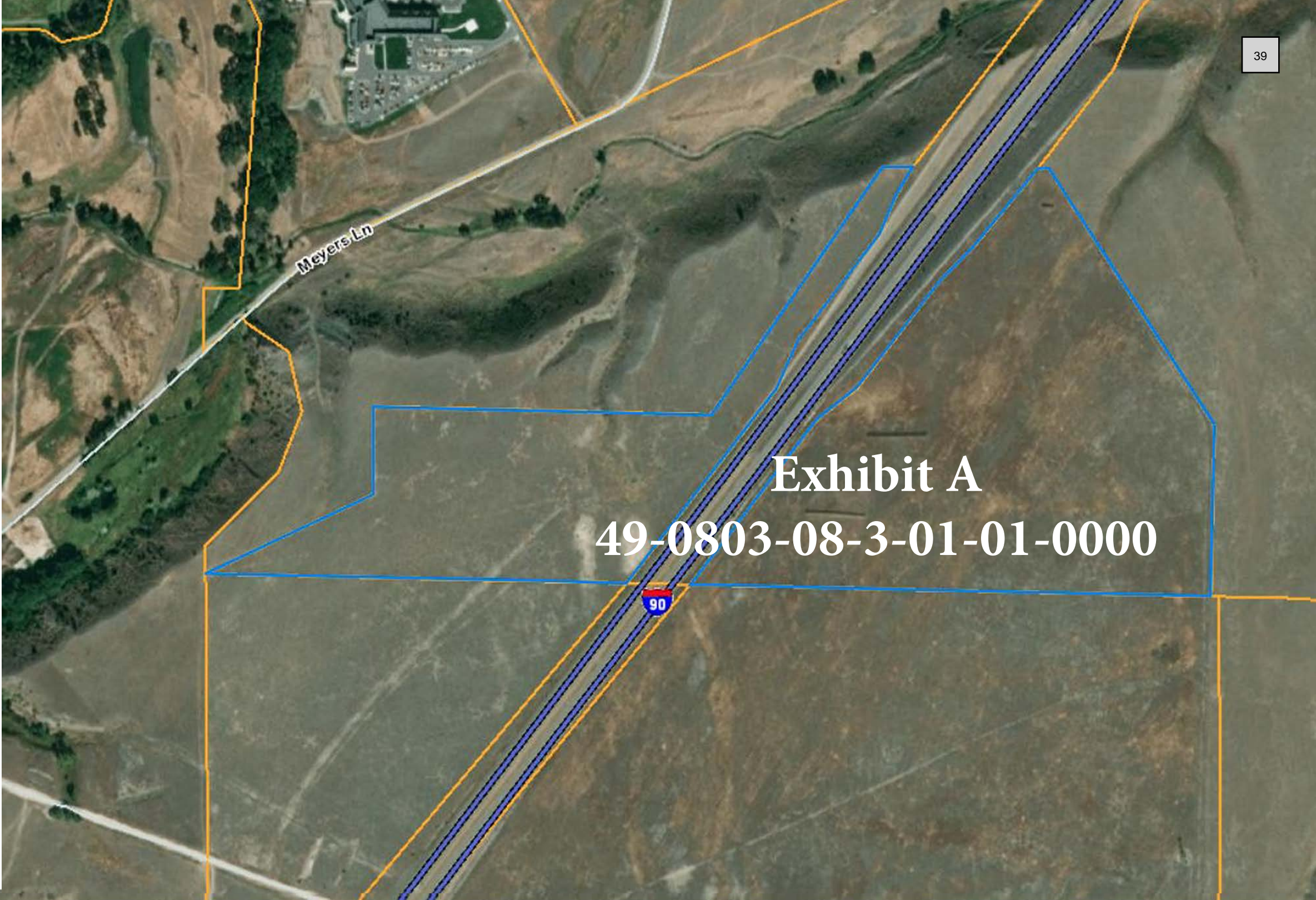
COURTNEY LAWELLIN,
City Attorney

Meyers Ln



Exhibit A

49-0803-08-3-01-01-0000



Property Record Card

Summary

Primary Information

Property Category: RP Subcategory: Government Property
 Geocode: 49-0803-08-3-01-01-0000 Assessment Code: 0000035530
 Primary Owner: PropertyAddress:
 PARK COUNTY MONTANA (1/2 INTEREST)
 414 E CALLENDER ST COS Parcel:
 LIVINGSTON, MT 59047-2746
 NOTE: See the Owner tab for all owner information

Certificate of Survey:

Subdivision:
 Legal Description:
 S08, T02 S, R10 E, SE4SW4SW4, S2SE4SW4, METES & BOUNDS OF V-63-602 IN S2
 Last Modified: 3/5/2022 6:54:52 AM

General Property Information

Neighborhood: 249.004 Property Type: EP - Exempt Property
 Living Units: 0 Levy District: 49-5612-4OUT MRF
 Zoning: Ownership %: 100
 Linked Property:

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0 Limited: 0

Property Factors

Topography: Fronting:
 Utilities: Parking Type:
 Access: Parking Quantity:
 Location: Parking Proximity:

Land Summary

Land Type	Acres	Value
Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
Total Ag Land	62.890	00.00
Total Forest Land	0.000	00.00
Total Market Land	0.000	00.00

Deed Information:

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
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Owners

Party #1
 Default Information: PARK COUNTY MONTANA (1/2 INTEREST)
 414 E CALLENDER ST
 Ownership %: 100
 Primary Owner: "Yes"
 Interest Type: Conversion
 Last Modified: 11/16/2007 3:10:25 AM

Other Names Other Addresses

Name	Type
LIVINGSTON CITY OF (1/2 INTEREST)	L Additional Legal Owners No other address

Appraisals

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2021	3555	0	3555	COST
2020	3301	0	3301	COST

Market Land

Market Land Info

No market land info exists for this parcel

Dwellings

Existing Dwellings

No dwellings exist for this parcel

Other Buildings/Improvements

Outbuilding/Yard Improvements

No other buildings or yard improvements exist for this parcel

Commercial

Existing Commercial Buildings

No commercial buildings exist for this parcel

Ag/Forest Land

Ag/Forest Land Item #1

Acre Type: [G - Grazing](#)

Class Code: 1651

Productivity

Quantity: 0.209

Units: [AUM/Acre](#)

Valuation

Acres: 60.172

Value: 0

Irrigation Type:

Timber Zone:

Commodity: [Grazing Fee](#)

Per Acre Value: 0

Ag/Forest Land Item #2

Acre Type: [G - Grazing](#)

Class Code: 1651

Productivity

Quantity: 0.288

Units: [AUM/Acre](#)

Valuation

Acres: 1.383

Value: 0

Irrigation Type:

Timber Zone:

Commodity: [Grazing Fee](#)

Per Acre Value: 0

Ag/Forest Land Item #3

Acre Type: [G - Grazing](#)

Class Code: 1651

Productivity

Quantity: 0.372

Units: [AUM/Acre](#)

Valuation

Acres: 1.335

Value: 0

Irrigation Type:

Timber Zone:

Commodity: [Grazing Fee](#)

Per Acre Value: 0



Meyers Ln



Exhibit B
49-0803-17-2-01-01-0000



Property Record Card

Summary

Primary Information

Property Category: RP **Subcategory:** Government Property
Geocode: 49-0803-17-2-01-01-0000 **Assessment Code:** 0000035530
Primary Owner: **PropertyAddress:**
 PARK COUNTY MONTANA (1/2 INTEREST)
 414 E CALLENDER ST **COS Parcel:**
 LIVINGSTON, MT 59047-2746
NOTE: See the Owner tab for all owner information

Certificate of Survey:

Subdivision:
Legal Description:
 S17, T02 S, R10 E, N2NW4, N2S2NW4, NW4NE4, N2SW4NE4
Last Modified: 3/5/2022 6:54:21 AM

General Property Information

Neighborhood: 249.004 **Property Type:** EP - Exempt Property
Living Units: 0 **Levy District:** 49-5612-4OUT MRF
Zoning: **Ownership %:** 100
Linked Property:

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0 **Limited:** 0

Property Factors

Topography: **Fronting:**
Utilities: **Parking Type:**
Access: **Parking Quantity:**
Location: **Parking Proximity:**

Land Summary

Land Type	Acres	Value
Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farm site	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
Total Ag Land	164.100	00.00
Total Forest Land	0.000	00.00
Total Market Land	0.000	00.00

Deed Information:

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
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Owners

Party #1
Default Information: PARK COUNTY MONTANA (1/2 INTEREST)
 414 E CALLENDER ST
Ownership %: 100
Primary Owner: "Yes"
Interest Type: Conversion
Last Modified: 11/16/2007 3:10:25 AM

Other Names Other Addresses

Name	Type
LIVINGSTON CITY OF (1/2 INTEREST)	L Additional Legal Owners
	No other address

Appraisals

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2021	10557	0	10557	COST
2020	9810	0	9810	COST

Market Land

Market Land Info

No market land info exists for this parcel

Dwellings

Existing Dwellings

No dwellings exist for this parcel

Other Buildings/Improvements

Outbuilding/Yard Improvements

No other buildings or yard improvements exist for this parcel

Commercial

Existing Commercial Buildings

No commercial buildings exist for this parcel

Ag/Forest Land

Ag/Forest Land Item #1

Acre Type: [G - Grazing](#)

Class Code: 1651

Productivity

Quantity: 0.311

Units: [AUM/Acre](#)

Valuation

Acres: 15.9

Value: 0

Irrigation Type:

Timber Zone:

Commodity: [Grazing Fee](#)

Per Acre Value: 0

Ag/Forest Land Item #2

Acre Type: [G - Grazing](#)

Class Code: 1651

Productivity

Quantity: 0.372

Units: [AUM/Acre](#)

Valuation

Acres: 24.506

Value: 0

Irrigation Type:

Timber Zone:

Commodity: [Grazing Fee](#)

Per Acre Value: 0

Ag/Forest Land Item #3

Acre Type: [G - Grazing](#)

Class Code: 1651

Productivity

Quantity: 0.209

Units: [AUM/Acre](#)

Valuation

Acres: 122.394

Value: 0

Irrigation Type:

Timber Zone:

Commodity: [Grazing Fee](#)

Per Acre Value: 0

Ag/Forest Land Item #4

Acre Type: [G - Grazing](#)

Class Code: 1651

Productivity

Quantity: 0.288

Units: [AUM/Acre](#)

Valuation

Acres: 1.3

Value: 0

Irrigation Type:

Timber Zone:

Commodity: [Grazing Fee](#)

Per Acre Value: 0

**MEMORANDUM OF UNDERSTANDING REGARDING RECREATIONAL
TRAILS ON OLD BOULDER ROAD**

Park County, Montana, a political subdivision of the State of Montana with its principal office located at 414 East Callender Street, Livingston, Montana (“Park County”) and the City of Livingston, Montana, a political subdivision of the State of Montana with its principal office located at 220 East Park Street, Livingston, Montana (“City of Livingston”) hereby enter into this Memorandum of Understanding (“MOU”):

Recitals.

- A. **Whereas**, Park County and City of Livingston jointly own 227 acres on Old Boulder Road in Park County, MT (“Land”);
- B. **Whereas**, the City of Livingston’s organizational mission in its Strategic Plan is to *”Foster community resilience by facilitating access to health and wellness resources”*;
- C. **Whereas**, the strategic priorities of the Park County Active Transportation Plan include: *“healthy and safe active transportation advancement; parks, trails and recreation improvements; effective stakeholder engagement and collaboration; and, positive community economic benefits.”*
- D. **Whereas**, a non-motorized trail system on Old Boulder Road aligns with both organizations goals;
- E. **Whereas**, the properties identified by Geocodes 49-0803-08-3-01-01-0000 and 49-803-17-2-01-01-0000 are held in ½ interest by Park County and ½ interest by the City of Livingston as a remnant of Joint Airport agreement when the property was the original airport in Park County referred to as Zollman Field.
- F. **Whereas**, the City of Livingston agrees to relinquish its control over the

property depicted in Attachment A, for the purposes of the trails to be planned by the County, as the first step in separating the City and County interests in parcels identified by Geocodes 49-0803-08-3-01-01-0000 and 49-803-17-2-01-01-0000.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties agree as follows:

1. Park County will work with community organizations to effectively plan for a non-motorized trail system on the Land ;
2. Park County will be responsible for insuring that any work or contracts abide by federal, state, and local laws;
3. Park County will be responsible for all maintenance to infrastructure installed on the Land that is connected with this project;
4. Park County may work with community organizations in planning, fundraising, construction, and maintenance of said trail system;
5. Park County will install a trail system in the general area described in the map included as Attachment A;
6. The City of Livingston and Park County will separate interest in the parcels identified by Geocodes 49-0803-08-3-01-01-0000 and 49-803-17-2-01-01-0000 by 1 January, 2023.
7. This MOU may at any time be terminated with six (6) months written notice to either party;
8. No amendment, modification or waiver of any condition, provision or term of this MOU 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;

9. This MOU and the obligations hereunder cannot be assigned without prior written permission of either party;

Dated this _____ day of March, 2022.

CITY OF LIVINGSTON

PARK COUNTY COMMISSION

BY: _____

STEVE CALDWELL

ITS: _____

CLINT TINSLEY

BILL BERG

ATTEST:

MARITZA REDDINGTON
CLERK & RECORDER

APPROVED AS TO FORM

DEPUTY PARK COUNTY
ATTORNEY

MEMORANDUM OF UNDERSTANDING REGARDING RECREATIONAL TRAILS ON OLD BOULDER ROAD

Park County, Montana, a political subdivision of the State of Montana with its principal office located at 414 East Callender Street, Livingston, Montana (“Park County”) and the City of Livingston, Montana, a political subdivision of the State of Montana with its principal office located at 220 East Park Street, Livingston, Montana (“City of Livingston”) hereby enter into this Memorandum of Understanding (“MOU”):

Recitals.

- A. **Whereas**, Park County and City of Livingston jointly own 227 acres on Old Boulder Road in Park County, MT (“Land”);
- B. **Whereas**, the City of Livingston’s organizational mission in its Strategic Plan is to *”Foster community resilience by facilitating access to health and wellness resources”*;
- C. **Whereas**, the strategic priorities of the Park County Active Transportation Plan include: *“healthy and safe active transportation advancement; parks, trails and recreation improvements; effective stakeholder engagement and collaboration; and, positive community economic benefits.”*
- D. **Whereas**, a non-motorized trail system on Old Boulder Road aligns with both organizations goals;
- E. **Whereas**, the properties identified by Geocodes 49-0803-08-3-01-01-0000 and 49-803-17-2-01-01-0000 are held in ½ interest by Park County and ½ interest by the City of Livingston as a remnant of Joint Airport agreement when the property was the original airport in Park County referred to as Zollman Field.
- F. **Whereas**, the City of Livingston agrees to relinquish its control over the

property depicted in Attachment A, for the purposes of the trails to be planned, constructed, and maintained by the County, ~~as the first step in separating the City and County interests in parcels identified by Geocodes 49-0803-08-3-01-01-0000 and 49-803-17-2-01-01-0000.~~

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties agree as follows:

1. Park County will work with community organizations to effectively plan for a non-motorized trail system on the Land;
2. Park County will be responsible for insuring that any work or contracts abide by federal, state, and local laws;
3. Park County will be responsible for all maintenance to infrastructure installed on the Land that is connected with this project;
4. Park County may work with community organizations in planning, fundraising, construction, and maintenance of said trail system;
5. Park County will install a trail system in the general area described in the map included as Attachment A;
6. Park County will indemnify and hold harmless the City of Livingston in any legal action taken on behalf of any user of this park. Park County will also list the City of Livingston as an “additional insured” in relation to this park;
- ~~7. The City of Livingston and Park County will separate interest in the parcels identified by Geocodes 49-0803-08-3-01-01-0000 and 49-803-17-2-01-01-0000 by 1 January, 2023.~~
8. This MOU may at any time be terminated with six (6) months written notice to either party;

9. No amendment, modification or waiver of any condition, provision or term of this MOU 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;
10. This MOU and the obligations hereunder cannot be assigned without prior written permission of either party;

Dated this _____ day of March, 2022.

CITY OF LIVINGSTON

PARK COUNTY COMMISSION

BY: _____

STEVE CALDWELL

ITS: _____

CLINT TINSLEY

BILL BERG

ATTEST:

MARITZA REDDINGTON
CLERK & RECORDER

APPROVED AS TO FORM

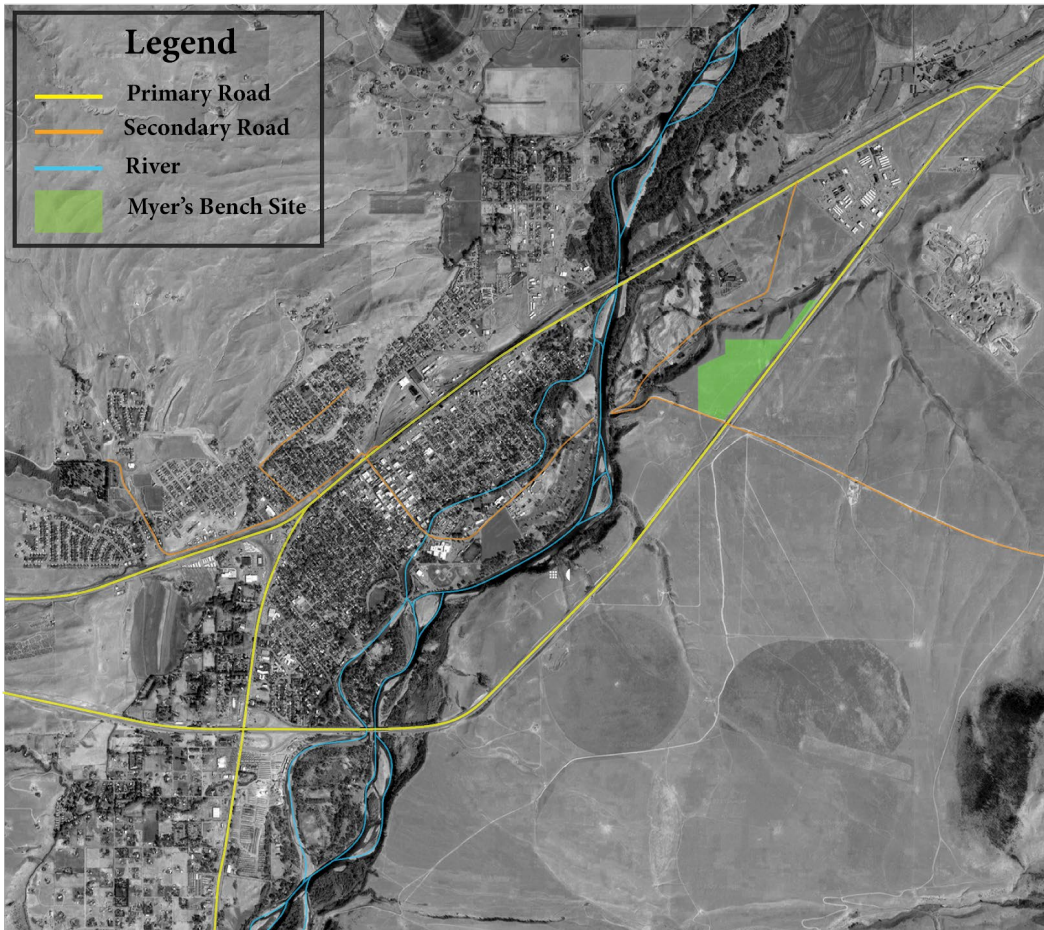
DEPUTY PARK COUNTY
ATTORNEY

MYERS BENCH TRAIL LOOP SYSTEM

A proposal by:



Myers Bench (AKA Harvatt Flats) is a large area adjacent to Myers Lane and East of Mayor’s Landing that was formed by erosion from the Yellowstone River. This undeveloped land bordering Interstate 90 is largely unused and has great potential for a modest trail system. There are currently no singletracks or formalized trail networks adjacent to Livingston that are designated or designed for bikes with a multi-use approach. The specific area for this proposal lies entirely on land that is co-owned by The City of Livingston and Park County. The land relevant to the proposal is shaded light green on the map below.



BENEFITS OF THE LOCATION:

The land is large enough to accommodate an easy multi-use perimeter bike trail loop roughly 1.7 miles long as well as a couple of “shortcut” bike-specific flow/pump trails.

The existing soil structure drains well and is free of large rocks, making digging and maintaining tread relatively easy and allows for harvesting of some soil to build up the trail where necessary. The gentle gradient of the topography and lack of significant vertical relief naturally lends itself to a cross-country type loop trail which would suit novice and experienced bikers, walkers, runners, dog walkers and hikers of all ages, while keeping bike speed under control.

At the Eastern end of the land there is a spectacular viewpoint overlooking the City, the Yellowstone River and the Bridger, Bangtail and Crazy Mountain ranges. The site is also quite close to the existing trail network around Livingston Healthcare as well as the Myers River View Trail. This new proposed trail would offer people an option to extend their hike or bike ride up onto the bench and provides an excellent opportunity for interpretive signage about our local history, flora, fauna, geology, and geography.

Should the proposed footbridge over the Yellowstone at Mayor’s landing come to fruition, the connectivity of the site would be greatly increased as well, notably creating much easier access from Livingston neighborhoods, the schools, Park County fairgrounds, civic center and Sacajawea and Miles Parks. While the trail can be accessed by foot or bike from Livingston, a small gravel parking lot adjacent to Myers Lane near the tunnel under I-90 would provide an opportunity for users living farther away to park without obstructing Myers Lane.

Impacts on wildlife habitat are seen to be minimal and the land would still serve the limited use of the antelope, rodents and birds that are primarily seen here. We intend to work with local conservation organizations, such as the Park County Environmental Council to ensure minimal impacts, implement interpretive signage, and ensure that appropriate closures are implemented.

Folks who have used this land for shooting in the past would still have the City/County parcels on the Southside of I -90 (which serves as a safe backstop for stray bullets), as well as the expansive DNRC land and BLM land closer to Livingston Peak.

Unfortunately, the current free-for-all nature of this land has lent itself to instances of illegal dumping, transient encampment, and litter from target shooting; it is our hope that a formal trail system and increased use will help curtail these problems.



COSTS AND SOURCES OF FUNDING:

In an effort to create the highest quality, most durable trail that is fun to ride, we have conducted a site visit with 2 different local professional bike trail builders to map out a rough trail location, estimate linear footage and develop cost quotes for the project. This reflects our belief that taking the extra effort initially will save on maintenance and upkeep of the trail in the future. Estimates for the trails alone are between \$30,000 - \$80,000 depending on the number and size of trail features.

The Livingston Bike Club has identified at least two grants that could help fund the bulk of the costs associated with the construction of the trails. We are excited to reach out to numerous local organizations for additional funding to make up the difference, as well as to develop partnerships aiding with maintenance and infrastructure at the trailhead, benches, etc.

MAINTENANCE AND UPKEEP:

As part of our commitment to this trail network, Livingston Bike Club would agree to provide annual organized volunteer maintenance in concert with other local partner organizations. A thorough long-term maintenance agreement with the City of Livingston and the County would formalize our commitment. The Livingston Bike Club has long provided volunteer trail building and maintenance duties within Park County, in partnership with the US Forest Service and is the appointed Adopt-A-Trail sponsor for the O-Street Connector trail within the City of Livingston.

TRAIL DESCRIPTIONS:



Green Perimeter Trail- Approx 8,925 linear feet

Red Flow/Pump Trail- Approx 1,218 linear feet

Yellow Flow/Pump Trail- Approx 1,130 linear feet

PERIMETER LOOP TRAIL:

The Perimeter Loop's primary intention is to serve as a multi-use trail. Open to dog walkers, hikers, runners and bikes alike, this multi-use perimeter trail will be designed to reflect and satisfy the needs of all trail users. By using sustainable up-to-date trail design and construction practices this meandering perimeter trail will have designated features for each user group. This could include picnic tables, shade structures, wind blocks, viewing overlooks and even small bicycle-specific skills features adjacent to the main tread which would allow cyclists to test and improve their skills. Due to its exposed location and visibility from the interstate this trail will no doubt act as an advertisement for the City of Livingston's trail network and will likely gain in popularity as future infrastructure projects are approved and access to the site becomes easier. With that in mind, there are two possible locations for large shade

structures and picnic areas. One at the far most East point overlooking the river and at the proposed parking lot. In addition there could be designed wind blocks and other benches along the trail for users to enjoy as well. This trail will have a similar feel to the "Green Eagle" trail at Copper City, as shown below:



INTERMEDIATE BIKE-SPECIFIC FLOW/PUMP TRAILS:

In addition to the primary perimeter trail there are two bicycle specific gravity flow trails. These two trails are intended for cyclists only and more specifically intermediate to advanced level riders. Designed as single directional trails they both specifically take advantage of the topographic slope on site. These two intermediate “shortcut” gravity flow trails will contain small to medium size bicycle-specific features such as berms, rollers and table top jumps for cyclists to enjoy and progress their riding abilities. With a topographic slope of only about 100 feet, these two trails make for ideal learning environments with minimal consequences that avid and beginner cyclists will both enjoy. LBC is committed to raising funds and implementing appropriate trail signage to reduce any on-trail conflict between user groups. It is worth noting that these intermediate gravity flow trail locations were chosen somewhat arbitrarily and will be informed by the professional trail builder that is awarded the contract for the construction of the project. An example of this flow/pump style trail is shown below:



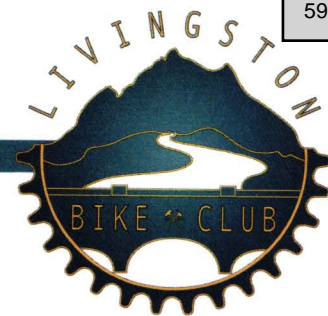
WHO IS LBC?

Established in 2012, the Livingston Bike Club is a 501(c)(7) bicycling advocacy organization/club serving Livingston and Park County. Our enthusiastic membership is composed of a wide range of ages with the most senior member being 73 years old. We promote all-inclusive biking activities and access for all user groups, riding abilities and disciplines. Our efforts, although not limited to, include local bike advocacy, volunteering for community events, trail stewardship, fundraising and assisting the Forest Service with new trail construction, trail maintenance and rerouting throughout Park County.

Partnering and working with trail advocates and builders, local government, organizations and community stakeholders such as the Forest Service, AB Wilderness, the Gallatin Forest Partnership, Park County Environmental Council, Active Transportation Coalition, the City of Livingston (adopt-a-trail sponsors for O-Street Connector), Integrated Trail Lab and South Western Montana Mountain Biking Association - we aim to maintain, encourage the use of and secure public access to multi-use trails both in and outside city limits for all Park County residents and visitors. We believe life is better on a bike!

A BIT ABOUT OUR COMMUNITY

Livingston, Montana skirts the banks of the Yellowstone River at the north end of Paradise Valley, 50 miles north of Yellowstone National Park. Our community of nearly 8,000 has seen unprecedented change over the last 10 years, largely due to the explosive growth of nearby Bozeman and Gallatin County. These impacts have been accelerated by the COVID pandemic, with more citizens joining our community with the desire to celebrate the outdoors and recreate in Park County's spectacular open-air environments. Younger families and active-minded people have and continue to choose Livingston as their home, resulting in growing pressure on our existing trails and highlighting the need for more opportunities for healthy community developments that aid in facilitating a wholesome outdoor lifestyle for our population.



Livingston Bike Club
Montana, 59047
livingstonbikeclub@gmail.com

City Manager

220 E Park St, Livingston, MT 59047

Dear Mr. Kardoes

As president of the Livingston Bike Club, I respectfully request an opportunity to meet with you at your earliest convenience in the new year to discuss the feasibility of a proposal to create and maintain a bike trail system on City/County land on Myers Bench, just North of I-90.

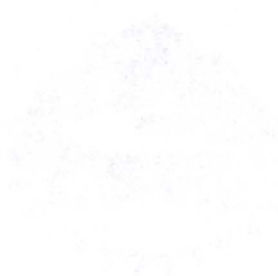
Although we see potential for bike parks and/or trail projects in several locations in and around Livingston, we are particularly interested in the Myer's Bench site due to its sheer size, great views, minimal adjacent land ownership and its proximity to the Myers River View trail. Should the Mayor's landing footbridge project come to fruition, it would also increase connectivity to this area dramatically.

The Livingston Bike Club has met on-location with a professional trail builder to discuss site potential and estimate the costs of trail construction. The Park County Fair Board has also reached out to our club to demonstrate interest in the potential of putting this land to better use with the creation of a trail system.

We have looked at various ways to fundraise for this project locally and identified a few grant opportunities that could help make it a reality. We are excited for the chance to share our vision with you! We are hopeful that you will recognize the benefit to the community in our proposal and see fit to put us on a commission meeting agenda to present our plan. Thank you for your consideration.

Warm Regards,

ROBIN BARKER (406)600-0224
LBC PRESIDENT



The following information is provided for your reference. The data is based on the most recent available information and is subject to change without notice. The information is provided for your reference only and should not be used for any other purpose. The information is provided for your reference only and should not be used for any other purpose. The information is provided for your reference only and should not be used for any other purpose.

Very truly yours,
[Signature]

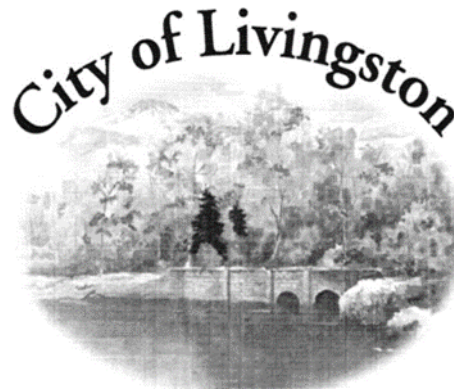
File Attachments for Item:

B. RESOLUTION NO. 5040: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY OF LIVINGSTON TO APPLY FOR THE AMERICAN RESCUE PLAN ACT MINIMUM ALLOCATION GRANT PROGRAM AND AUTHORIZATION TO COMMIT REQUIRED MATCHING FUNDS FROM THE WEST END TIF DISTRICT AS THE REQUIRED MATCH AND AUTHORIZING THE CITY MANAGER TO SIGN ANY REQUIRED CONTRACTS TO COMMIT OR ACCEPT FUNDS.

City Manager
Michael Kardoes

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Melissa Nootz

Vice Chair
Karrie Kahle

Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

May 20, 2022

Staff Memorandum and Recommendation
Resolution Number: 5040
ARPA Funds for Infrastructure Projects

The City of Livingston has benefited from several grant programs that assist with offsetting direct taxpayer and rate payer supported infrastructure improvements. These include Treasure State Endowment Program (TSEP), Community Development Block Grants (CDBG), USDA Rural Development (RD), Safe Routes to School, Department of Natural Resources (DNRC) and Transportation Alternatives (TA) to name a few. Most recently the City of Livingston scored first among all of the applications submitted in the second round of competitive funding and is awaiting final confirmation of the \$2,000,000 award towards costs associated with construction for the Green Acres and Montague Sewer Connection Project.

The recently enacted American Rescue Plan Act of 2021 (ARPA) dedicates significant funding for Water and Sewer Infrastructure projects. The City of Livingston will receive a minimum Allocation of approximately \$1.3 million in dedicated funds for projects to be completed no later than December 31, 2026. This is commonly referred to as Bucket B. Those funds must be applied for no later November 1, 2022 or they revert back the state for addition to another round of competitive funding.

Using our strategic plan and Capital Improvement Plans as well as the guidance provided by Preliminary Engineering Reports on our water and sewer systems the City has determined that several projects are eligible for minimum allocation funding. The \$1.3 million pool (Bucket B) will require a match not to exceed \$472,191.

Strategic evaluation of projects that meet both the requirements to be sewer or water related, are essentially shovel ready and meet the readiness to proceed requirements in the ARPA Bucket B current guidance has been ongoing as part of the overall review of the various ARPA applications. The staff recommendation is that we begin the process to apply for and allocate the funding in Bucket B to the West Side Water Loop project. This project will facilitate infrastructure enhancements in an area which is currently served by a dead end water line which terminates at the Printing for Less complex. Looping this water line will stabilize pressures and quality of the water flows for fire protection both in structures as well as in the likely event of a wildfire triggered by passing train traffic. It will provide infrastructure readiness for development of mixed use, residential or attainable housing in the adjacent areas.

Due to the existing TIF district in that area, funding for the match is available as cash on hand and will not impact any other areas of our budget. Those funds are specifically to be utilized for the benefit of the entire area of TIF. The West End Water Loop Project meets all requirements set forth by both the TIF and current ARPA guidance.

It is important to note the following:

1. Streets, Parks or trails are NOT eligible for either Bucket A, B or C funds.
2. Bucket A funds are separate and are direct payments to City's and Counties. Livingston will receive 1.8M with many potential uses that will be determined through a public process.
3. Bucket A funds may also be used for infrastructure if that is desired by the public process and would not require a match.

Thank you for your consideration.

Very truly yours,

Lisa L. Lowy
Administrative Services and HR Director

RESOLUTION NO. 5040

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY OF LIVINGSTON TO APPLY FOR THE AMERICAN RESCUE PLAN ACT MINIMUM ALLOCATION GRANT PROGRAM AND AUTHORIZATION TO COMMIT REQUIRED MATCHING FUNDS FROM THE WEST END TIF DISTRICT AS THE REQUIRED MATCH AND AUTHORIZING THE CITY MANAGER TO SIGN ANY REQUIRED CONTRACTS TO COMMIT OR ACCEPT FUNDS.

WHEREAS, the City of Livingston, Montana, is a local government eligible to receive American Rescue Plan Act Funds through the Minimum Allocation Program (Bucket B); and

WHEREAS, the City of Livingston, seeks to apply for grant funding from the American Rescue Plan Act programs for the purpose of improving water and sewer infrastructure in the amount of \$1,354,000; and

WHEREAS, the proposed projects will improve water quality, and water flow pressures and provide vital infrastructure to developing areas of the Livingston community while improving fire protection; and

WHEREAS, upon Commission approval, the City commits to meeting grant funding application requirements for all submitted projects through the utilization of funding already available from the area TIF district; and

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

The Livingston City Commission hereby authorizes the City Manager to submit grant applications American Rescue Plan Act programs on behalf of the City of Livingston, and is hereby authorized to act on its behalf and provide such additional information as required.

DATED, this _____ day of June, 2021.

MELISSA NOOTZ, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY LAWELLIN
City Attorney

Resolution No. 5040: THE CITY OF LIVINGSTON TO APPLY FOR THE AMERICAN RESCUE PLAN ACT MINIMUM ALLOCATION GRANT PROGRAM AND AUTHORIZATION TO COMMIT REQUIRED MATCHING FUNDS FROM THE WEST END TIF DISTRICT AS THE REQUIRED MATCH AND AUTHORIZING THE CITY MANAGER TO SIGN ANY REQUIRED CONTRACTS TO COMMIT OR ACCEPT FUNDS.

File Attachments for Item:

C. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH TREEINCARNATION ARBOR CARE INC. FOR THE LIVINGSTON TREE INVENTORY UPDATE, IN AN AMOUNT NOT TO EXCEED TWELVE THOUSAND DOLLARS (\$12,500.00).00.

RESOLUTION NO. 5041

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH TREEINCARNATION ARBOR CARE INC. FOR THE LIVINGSTON TREE INVENTORY UPDATE, IN AN AMOUNT NOT TO EXCEED TWELVE THOUSAND DOLLARS (\$12,500.00).00

WHEREAS, the City Commission in Strategy 5.5 of the Strategic Plan encouraged the preservation, integration and improvement of natural spaces including our trees, and the City Administration requested proposals for a Livingston City Tree Inventory update in furtherance of that action; and

WHEREAS of Treeincarnation Arbor Care Inc. provided a valid proposal and is the lowest responsible bidder for the Livingston Tree Inventory update and the City Administration now recommends awarding the work to Treeincarnation Arbor Care Inc. whose letter of engagement and scope of work document is attached hereto and incorporated herein as “Exhibit A”; and

WHEREAS, Treeincarnation Arbor Care Inc. is engaged in the business of providing tree management services, independent of the City, and has the arborist license, manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform tree management services for the City, and is ready, willing and able to undertake and perform the Project under the terms and conditions contained the General Services Agreement attached hereto and incorporated herein as Exhibit B; and

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

On the City of Livingston’s behalf, the City Manager is hereby authorized to enter into the General Services Agreement with Treeincarnation Arbor Care Inc, for the 2022 Livingston Tree Inventory update.

PASSED AND ADOPTED, by the City Commission of the City of Livingston, this 7th, day of June 2022.

MELISSA NOOTZ, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney

Additional Requirements to Proposal

Montana DNRC Tree Inventory Specifications

In addition to the specifications in Appendix A, the following must be completed:

1. Spatial inventory data collected with Program Development funding must be submitted to and reviewed by the DNRC for reimbursement to occur. Accepted data formats include ArcGIS shapefiles, geodatabases, or Excel spreadsheet.
2. The recommended fields and attributes listed below are considered the minimum inventory information to be gathered. It is highly recommended that contractors follow this format to ensure compatibility with the statewide inventory system. Additional fields (optional/grayed) may be collected based on individual communities' needs.

MTDNRC Statewide Database (TreeKeeper [TK]) data field definitions (January 2022)

Field Name	Attribute Values
Recommended Fields	
Inventory Date	Date record was collected, formatted: MM/DD/YYYY
Scientific name	Genus and species For unknowns use: BDL - Broadleaf Deciduous Large BDM - Broadleaf Deciduous Medium BDS - Broadleaf Deciduous Small BEL - Broadleaf Evergreen Large BEM - Broadleaf Evergreen Medium BES - Broadleaf Evergreen Small CEL - Conifer Evergreen Large CEM - Conifer Evergreen Medium CES - Conifer Evergreen Small
Surveyor	Surveyor name to be added to TK Surveyor list
Community	Value from Community list
Feature Type	Tree Planting Site Stump Removal Site
DBH - Diameter at breast height in inches See*1	Number- may be to one decimal place but no more. (If multi-stem from base enter 999, then add the number of stems/trunks and individual stem dbhs to the Comments Field, separated by commas- i.e.: 3 stems 3,4,5). Back in office, sort on 999s; to determine dbh use the formula: square root of the sum of the dbhs squared [dbh = sq rt (3 ² +4 ² +5 ²) = sq rt (9+16+25) = sq rt 50 = 7.1"]. If multi-stem above base, but below dbh, measure at narrowest location below dbh.
Land Use - Type of land use of the property adjacent to the right of way	Single-family residential Multi-family residential (duplex, apartments, condos) Small commercial (minimart, retail, etc.) Industrial/large commercial Park (Greenbelts, park) Vacant Other (agricultural, riparian areas, etc.) Church School Cemetery Parking lot Municipal

Field Name	Attribute Values
Site Type - Description of the growing space of the tree	Planting strip (ROW between street and private property, same as Boulevard in some inventories) Front yard Cutout Median Other maintained Other unmaintained Inside fence Side yard
Maintenance Recommendations See *2	None Small tree (immediate) Small tree (routine) Large tree (immediate) Large tree (routine) Critical concern (public safety)
Maintenance Task1	None Adjust tree cage Crown cleaning Crown raising Crown reduction or thinning Monitor Plant tree Protect from animal/equipment damage Removal Remove stakes, tree cage or trunk guard Stake/Train Stump removal Treat pest/disease Water
Maintenance Task2	Same as Maintenance Task1- field repeated so that more tasks may be documented.
Defects1	None Trunk scar/cat face Trunk cavity Multi-stem Included bark Frost crack Sunscald Girdling/exposed roots Dieback Lean > 15 Chemical/salt Animal or equipment damage Hail damage Epicormic branching Multi-stem Topped Utility damage (If multiple defects, enter highest priority in Defects1 and lower priority in Defects2. Additional defects can be entered in Comments.)
Defects2	Same as Defects1- field repeated so that more defects may be documented.
Insect/Disease Stress	None Bark beetles

Field Name	Attribute Values
	Canker (Cytospora, other) Chlorosis Cone/tip beetles Conks Defoliators Galls Mushrooms on ground Scale or sapsucking insects Slime flux Witches broom Wood boring insect Dutch elm disease Viral infection
Condition Wood - Describes tree's structural health, some use this as overall condition of tree and do not collect Condition Leaves. See *3	Dead or dying Poor Fair Good
Condition Leaves - Describes the health of the tree canopy See *4	Dead or dying Poor Fair Good
Comments	Any comments, extra defects, maintenance tasks, species identification questions, number and location of pictures taken, owner comments, etc. Multi-stem dbhs entered here.
X	Statewide Treekeeper needs Longitude value
Y	Statewide Treekeeper needs Latitude value
Optional Fields	
Street Name	Street name in capital letters (request Treekeeper street list from DNRC)
Address	House/Building Number
Source - funding source for newly planted tree	Cost share tree, Property/business owner, Arbor Day tree, Grant, Memorial tree, Tree Board, Volunteer, Other (and use Comments field to describe)
Side - What side of building is the site/tree on?	Front, Side-Left, Side-Right, Rear
LocationNo - Number/ location of tree/planting space/stump site.	Looking at front of house – number of tree position starting from left to right, looking at side of house – number starting from front to back. Usually 1 to 4, but can be more.
Sidewalk Damage	0 0 - ¾" ¾ - 1 ½" >1 ½"
Wire Conflict - Hi voltage line conflicts or potential conflicts	No lines Present and conflicting Present and potential conflict Present and no potential conflict
Zone	Depends on town- may be numbered Zones 1- 6, or park names, wards, golf course, cemetery, fairgrounds or other.

Some Definitions of Attributes/Values

*1 DBH

A challenging issue that recurs in every inventory is the process of determining DBH for a tree with multiple trunks. DNRC has elected to use the methods described by Phytosphere Research when measuring multiple trunk trees: <http://www.phytosphere.com/treeord/measuringdbh.htm#6>. Measure the DBH of each trunk separately at 4.5 ft. The DBH for the tree is found by taking the square root of the sum of all squared stem DBHs. For example, a tree is multi-trunked with 3 DBHs: 3", 4", 5". $DBH = \sqrt{3^2+4^2+5^2}$, $DBH = \sqrt{9+16+25} = \sqrt{50} = 7.1"$. Record "999" initially in DBH field. Then record all 3 DBHs in Comments Field (i.e. enter: "3 trunks- 3", 4" and 5""). Record 7.1 in DBH field in the office after field data collection. Please use this method to maintain consistency across all communities.

*2 Maintenance Recommendation

None – Tree does not need immediate or routine maintenance.

Small tree (routine) – Tree is less than 15 ft. tall or < 4 in. DBH and in need of maintenance; health or longevity of tree is not compromised by deferring maintenance for up to five years.

Small tree (immediate) – Tree is less than 15 ft. tall or < 4 in. DBH and in need of maintenance; deferring maintenance beyond one year would compromise health or longevity of tree.

Large tree (routine) – Tree is more than 15 ft. tall or > 4 in. DBH and in need of maintenance; health or longevity of tree is not compromised by deferring maintenance for up to five years.

Large tree (immediate) – Tree is more than 15 ft. tall or > 4 in. DBH and in need of maintenance; deferring maintenance beyond one year would compromise health or longevity of tree.

Critical concern (public safety) – Tree should be inspected without delay, and conceivably poses an immediate threat to public safety.

*3 Condition Wood

Dead or Dying – < 10% of the trees overall wood is alive. There is little hope for saving the tree, or it is currently dead.

Poor – any of the following:

- Dieback of 50% to 90% of small branches;
- 3 or more major branches dead and priority pruning is required;
- 50% to 90% of trunk circumference dead, decayed, and/or hollow.

Fair – any of the following:

- Dieback 15-50% of small branches;
- 1 or 2 large branches dead;
- 15-50% of trunk circumference dead;

Fruiting bodies may be present. The tree may be suffering from one or more defects which pose a threat to the trees long-term health but can be readily treated.

Good – > 85% of the wood is alive, and > 85% of the trunk circumference has bark. Overall the tree is in good health with no defects which will affect the trees long-term health. Form is characteristic of the species.

*4 Condition Leaves

Dead or Dying– Dead, or ≤10% of the leaves present, or if more present ≥ 90% greatly reduced in size, diseased, or chlorotic.

Poor – 50% to 90% of the leaves absent, or if present, 50% to 90% reduced in size, diseased, or chlorotic.

Fair – 50% to 85% of the leaves appear healthy and are present, ≤50% of the leaves of the leaves absent, reduced in size, diseased, or chlorotic.

Good – ≥85% of the leaves appear healthy, ≤15% reduced in size, diseased or chlorotic.

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2021, by and between **THE CITY OF LIVINGSTON, MONTANA**, a municipal corporation and political subdivision of the state of Montana with its principal office located at 220 East Park Street, Livingston, MT 59047 (hereinafter referred to as the “City”), and **TREEINCARNATION ARBOR CARE**, an incorporated company with its principal place of business located at 1221.5 East Lewis, Livingston, MT 59047 (hereinafter referred to as the “Contractor”; and together with the City, the “Parties”).

RECITALS:

- A. The Contractor is engaged in the business of providing tree management services, independent of the City, and has the arborist license, manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform tree management services for the City.
- B. The Parties desire to define their respective rights, duties and obligations in connection with their relationship and, as a result, the Parties desire to proceed under the terms and conditions contained in this Agreement.

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

1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
2. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Contractor agrees that all hiring will be on the basis of merit and qualifications and the Contractor will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
3. SCOPE OF WORK/SERVICES. Contractor shall complete all work as specified or indicated in the Request for Proposals for Livingston Tree inventory update and

specification for Montana DNRC Tree Inventory Specifications attached herein. The Project for which the work shall be completed may be generally described as the “City of Livingston Tree Inventory Update.”

4. **CONTRACT DOCUMENTS.** In addition to this Agreement, the contract documents shall consist of the Building Specifications, Bid Form, all issued addenda, bonds and insurance certifications and all attachments and exhibits thereto, the Instructions to Bidder, bid, all issued addenda, drawings the specifications manual, bonds, and insurance certifications as required by the Instructions to Bidder (the foregoing documents are collectively referred to in this Agreement as the “Contract Documents.”) The Contract Documents are collectively attached hereto and incorporated herein as Exhibit A.

5. **NATURE OF RELATIONSHIP.**
 - a. The Contractor states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Contractor shall perform the Project as an independent contractor. The Parties agree that the City is only interested in the end result of said project, not in the method of performance, and as such, the Contractor has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Contractor shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.

 - b. The Contractor agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both State and Federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Contractor in performance of this Agreement.

 - c. **The contractor agrees to follow the Montana Preference law for materials and labor as set forth in 18-1-102 and 18-2-403 MCA. For projects valued in excess of \$25,000.00, the contractor agrees to post the job site with the standard prevailing wage information, to pay his employees the standard prevailing**

wage as established by the Montana commissioner of Labor and/or the federal government and to maintain records thereof for three years.

- d. The Contractor hereby states that it is either covered by Worker's Compensation and Unemployment Insurance or has obtained an exemption from the Montana Department of Labor and Industry pursuant to Mont. Code Ann. §§ 39-71-401(3) and 39-51-204(2), as is evidenced by the certificates of insurance or exemption documents attached hereto and incorporated herein as Exhibit A. Any certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage.
 - e. The Contractor, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.
6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. The Contractor represents and warrants as follows:
- a. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
 - b. It has inspected the job site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work.
 - c. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, performance and furnishing the Services.
 - d. It has reviewed this Agreement and all exhibits hereto and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.
 - e. It will complete the Services in a workmanlike manner according to industry standards and practices.

f. It will not cause or permit any liens to be filed against City-owned property.

7. ADDITIONAL CONTRACTOR RESPONSIBILITIES. The Contractor shall:

- a. Give employment preference to bona fide Montana residents in the performance of the work.
- b. Pay the travel allowance in effect and applicable to the district in which the work is being performed.
- c. Pay the standard prevailing rate of wages, including fringe benefits, in effect and applicable to the district in which the work is being performed as determined by the Montana Department of Labor and Industry. Information about such wages and fringe benefits must be posted at the job site. The prevailing wage and fringe benefits rates for the current year are attached hereto and incorporated herein as Exhibit C.
- d. Retain records regarding its payment of the standard prevailing rate of wages, including fringe benefits, for a period of three (3) years after the Contractor's completion of work on the Project.

8. CITY'S RESPONSIBILITIES. The City shall:

- a. Provide all of the information regarding any requirements under this Agreement in a timely fashion.
- b. Provide access to City property and easements with respect to the performance of this Agreement.
- c. Prepare the site for building construction per the Contractor's direction.

9. PAYMENT.

- a. Subject to additions or deductions by change order, the Contractor shall perform his obligations under this agreement for the contract price of \$4.50 per updated or recorded tree and \$1,000.00 for the ECO Summary Report not to exceed **Twelve Thousand (12,500.00)**. Pay estimates submitted by Contractor must first be approved by the City or its designee prior to payment. All bills shall be submitted fourteen (14) days before the regularly scheduled meeting of the City Commission to the Public Works Director at 330 Bennett Street, Livingston, Montana.

- b. In connection with obtaining payment under this Agreement, Contractor agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Contractor assumes responsibility for the late filing of a claim.
- c. In the event the Contractor seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Contractor must seek prior written authorization from the City before such expenditure is incurred. If the Contractor fails to obtain prior written authorization, the Contractor shall not be entitled to payment for the unauthorized work, materials or services.

10. TERMINATION.

- a. If the City fails to substantially perform in accordance with the terms of this Agreement, the Contractor shall deliver to the City a written notice specifying the nature of the City's failure to substantially perform. The City shall have a period of ten (10) days after receiving the written notice from the Contractor to cure the failure to perform. If the City fails to cure its failure to perform within the 10-day cure period, the Contractor shall provide the City with a written notice to terminate this Agreement. The Contractor may only terminate this Agreement if it is not at fault for the City's failure to perform. Failure of the City to make payment as provided in this Agreement shall be considered nonperformance and cause for termination, unless the Contractor is at fault for the City's nonpayment.
- b. The City may terminate this Agreement upon not less than ten (10) days prior written notice to Contractor. If the City terminates this Agreement for a reason other than fault of the Contractor, the Contractor shall receive compensation for the work/services performed prior to termination, together with reasonable expenses incurred up to the date of termination.

11. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Contractor shall indemnify the City, its officers, employees, agents and representatives against any and all claims, actions, costs, fees (including but not limited to attorney fees and all defense costs), losses, liabilities or damage of whatever kind or nature arising from or related to Contractor's performance of this Agreement and Contractor's work (or the work of any subcontractor or supplier to Contractor) under this Agreement. In the event a claim should be brought or an

action filed against the City with respect of the subject of this Agreement, Contractor agrees that the City may, at its election, employ attorneys of its own selection to appear and defend the claim or action on behalf of the City, at the expense of the Contractor. City, at its option, shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the City.

12. INSURANCE AND BONDING. During the term of this Agreement, Contractor shall be responsible for maintaining, at its sole expense, insurance coverage and bonding. The Contractor shall provide the City with certificates of insurance demonstrating such insurance coverage and bonding and the certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage. The certificates of insurance shall also name the City as an additional insured. The Contractor shall:
- a. Maintain a comprehensive public liability insurance policy, including automobile coverage, insuring against loss and for damages for personal injury or death and/or property loss, damage or destruction arising out of or in connection with the performance of this Agreement by the Contractor, its officers, agents and employees with the minimum liability limit of \$3,000,000.00 per claim and \$1,500,000.00 for each occurrence, as set forth in sections 5 of the bidding documents.
 - b. Maintain workmen's compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.
 - c. Make, execute, and deliver to the City a good a sufficient bond with a surety company licensed in Montana, as surety, conditioned that Contractor shall (i) faithfully perform all of the provisions of this Agreement, (ii) pay all laborers, mechanics, subcontractors, and material suppliers, and (iii) pay all persons who supply the Contractor or subcontractors with provisions, provender, material, or supplies for performing the work.
13. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this

Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.

14. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
15. 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.
16. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Services and supersedes all prior agreements and understandings between the Parties with respect to the Services.
17. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement. The Contractor has agreed to complete the Tree Inventory and ECO summary report by building by September 30, 2022.
18. CAPTIONS, HEADINGS, AND TITLES. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
19. 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.
20. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties

and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of a third party, including contractors, subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the contractor 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.

21. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
22. 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.
23. LIAISON. The designated liaison with the City is Shannon Holmes or Dan Baker, both of whom can be reached at (406) 222-5667. The Contractor's liaison is Kyle Eding, who can be reached at (541) 531-1718.
24. GOVERNING LAW. 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.
25. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

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

Contractor _____

City Manager

Name: _____

Date

Its: _____

Date

[Exhibit A]

[Building Specifications, Bid Form, Bond]

Exhibit B

[Certificates of Insurance]



KYLE EDING
RM-8226A



TREE INCARNATION ARBOR CARE

TREEINCARNATION.NET
541-531-1718

City of Livingston Tree Inventory Update

4/22/2022

To: City of Livingston
Attn: Dan Baker
Parks Foreman
330 Bennett Street
Livingston, MT 59047
406-222-5667

- Quote:
 - ❖ Price per tree updated or recorded \$4.5
 - ❖ Price per stump updated or recorded \$4.5
 - ❖ Price per planting spot updated or recorded \$4.5
 - ❖ ECO Summary Report \$1,000
- We have no experience with TreeKeeper 8 software, but learn fast.
- We already have proof of insurance on file with the City of Livingston.
- We plan to use an iPad for data collection depending on TreeKeeper 8 compatibility, the provided Trimble R1 receiver from the city, a DBH tape, a regular measuring tape over 35', Binoculars, and proper PPE.
- Needed supplies include: DBH tape, iPad, and Trimble R1 receiver and TreeKeeper 8 software.
- ISA Certified Arborist and ISA Tree Risk Assessment Qualified number RM-8226A
- Also certified in Aerial Rescue, First Aid, CPR, and Forest Stewardship from MSU.

Kyle Eding
541-531-1718
treeincarnation.us@gmail.com



Kyle Eding
RM-8226A

ISA Certified Arborist®
ISA Tree Risk Assessment Qualified

Expiration
30 Jun 2022
27 Aug 2025

File Attachments for Item:

E. RESOLUTION NO. 5043: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING RESOLUTION NO. 5027, ESTABLISHING A TEMPORARY AD-HOC COMMITTEE TO RECOMMEND A VISION FOR THE DISBURSEMENT OF THE NON-ENTITLEMENT UNIT AMERICAN RESCUE PLAN ACT FUNDS.

RESOLUTION NO. 5043

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING RESOLUTION NO. 5027, ESTABLISHING A TEMPORARY AD-HOC COMMITTEE TO RECOMMEND A VISION FOR THE DISBURSEMENT OF THE NON-ENTITLEMENT UNIT AMERICAN RESCUE PLAN ACT FUNDS.

WHEREAS, the Livingston City Commission acting through its duly elected officers is within its power to establish temporary committees hereby establishes a temporary ad-hoc committee; and

WHEREAS, Resolution 5027 assigning commissioners and citizens to the ad-hoc committee membership was to consist of 3 citizens and 2 City Commissioner(s), and the Commission now desired to amend the commissioner membership to one (1) Commissioner; and

WHEREAS, this ad-hoc committee will be known as ARPA Visioning Committee; and

WHEREAS, it shall be the duty of the committee to review the State and Federal guidelines for non-entitlement unit (NEU) American Rescue Plan Act (ARPA) funds, and make a written recommendation to the Livingston City Commission on a vision for disbursement of those funds including:

- A list of recommended areas or “buckets” for funds disbursement
- A ranked priority for the recommended “buckets”
- A recommended approximate percentage of NEU, ARPA funds that should be reserved for each “bucket”
- Any additional recommendations to the City Commission

and

WHEREAS, Commissioner Schwarz volunteered and was assigned as a commissioner for the ad-hoc committee and the Commission has decided not to have a second Commissioner on the Committee; and

Resolution No. 5043: An Amended Resolution of the City Commission establishing a temporary ad-hoc committee with only one Commissioner to recommend a vision for the disbursement of ARPA Funds.

WHEREAS, the temporary ad-hoc committee shall have a written recommendation to the City Commission within 90 days from the date of creation for consideration, approval, and/or adoption; and

WHEREAS, this ad-hoc committee will cease to exist upon transmission of the report to the Livingston City Commission.

NOW THEREFORE BE IT RESOLVED, that City hereby creates a temporary ad-hoc committee, with only one (1) Commissioner as a sitting member of the committee to recommend a vision for the disbursement of NEU, ARPA funds.

PASSED AND ADOPTED by the City Commission of the City of Livingston, Montana, this 7th June 2022.

MELISSA NOOTZ, Chair

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

COURTNEY LAWELLIN
City Attorney

File Attachments for Item:

A. DISCUSS/APPROVE/DENY: STREET LIGHT MAINTENANCE ASSESSMENT METHODS.

Street and Light Maintenance Assessment Methods and Possible Future Methods

Current Method

Method:

- Watson property exempt until subdivision/development
- Mule Haven reduced to 70% (original intent might have been to reduce *by* 70%)
- All other properties
 - o One Acre or Less: 100% of square footage
 - o One Acre – Five Acres: 50% of square footage, one-acre minimum
 - o Undeveloped over 5 Acres: 5 Acres of square footage
- Undeveloped property is capped at 75% of developed property

Issues:

- Guidance found in multiple resolutions and in code
- Special treatment for Mule Haven owners
- One acre to two acres pays same amount
- No guidance for developed properties over 5 acres
- 5 acres pays for 2.5 acres; 5.1 acres pays for 5 acres
- Calculating rates for undeveloped properties is burdensome
- No known basis for method

Possible Future Methods

Possible Bases:

- Encourage development of large parcels (Somewhat progressive/Encourages infill)
 - o Assess on square footage; no reduction for size
 - o Assess on square footage; some relief for larger parcels
- Based on street usage (Progressive/Does not encourage infill)
 - o Different rates for Residential/Commercial
 - o Rates based on projected trips and/or units per parcel
 - o Rates based on linear street feet
- Equal Share (Regressive/Somewhat encourages infill)
 - o All parcels assessed equal amount; no reductions
 - o All parcels assessed equal amount; some reductions
- Property Value (Progressive/Does not encourage infill)
 - o Parcels assessed based on market value

File Attachments for Item:

. City Offices Closed for Memorial Day.



IN HONOR OF
MEMORIAL DAY

**WE WILL BE CLOSED ON
MONDAY, MAY 30TH**