



Livingston City Commission Agenda

September 21, 2021

5:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Public Comment

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

6. Consent Items

A. APPROVE MINUTES FROM SEPTEMBER 7, 2021, REGULAR MEETING. Pg. 3

B. RATIFY CLAIMS PAID 08/21/2021-09/14/2021. Pg. 11

7. Proclamations

8. Scheduled Public Comment

9. Public Hearings

A. RESOLUTION NO. 4991: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DISCONTINUING AND VACATING A PORTION OF THE SUMMIT STREET RIGHT-OF-WAY ADJACENT TO BLOCK 32 OF THE MINNESOTA ADDITION. Pg. 30

B. PUBLIC HEARING RESOLUTION NO. 4992: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS THE AREA NORTH OF THE RAILROAD TRACKS BETWEEN THE RAILROAD TRACKS AND BENNETT AND GALLATIN STREETS. Pg. 33

C. RESOLUTION NO. 4993: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS S18, T02 S, R10 E, LOT 10, W2SE4NW4NE4 AND THE UNDESCRIBED PARCEL TO THE EAST. Pg. 38

D. PUBLIC HEARING RESOLUTION NO. 4994: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS 16 LOVES LANE. Pg. 43

10. Ordinances

11. Resolutions

A. RESOLUTION NO. 4965: AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT APPROVING THE ASSIGNMENT OF DEVELOPMENT RIGHTS IN THE AGREEMENT BETWEEN YELLOWSTONE COMMUNITY PARTNERS LLC, AND HEADWATERS WALKING HORSE RANCH, LLC. AND THE CITY OF LIVINGSTON, MONTANA. TO HEART K LAND AND CATTLE COMPANY. Pg. 48

B. RESOLUTION NO. 5000: RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AND APPLY FOR GRANT WITH MT DNRC WITH AND AUTHORIZATION FOR MATCHING FUNDS. Pg. 85

C. RESOLUTION NO. 5001: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, TO ANNEX CERTAIN LAND ON PETITION BY MONTANA 40 ACRE, LLC. Pg. 88

12. Action Items

A. DISCUSS/APPROVE/DENY: CREATION OF A JOINT CITY/COUNTY PLANNING BOARD.

13. City Manager Comment

14. City Commission Comments

15. Adjournment

Calendar of Events

Supplemental Material

Notice

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

File Attachments for Item:

A. APPROVE MINUTES FROM SEPTEMBER 7, 2021, REGULAR MEETING.



Livingston City Commission Minutes

September 07, 2021

5:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

In attendance: Vice-Chair Schwarz; Commissioner Friedman; Commissioner Mabie in attendance; Chair Hoglund absent. Staff in attendance: City Manager Michael Kardoes; City Attorney Courtney Lawellin; Deputy Planning Director Mathieu Menard; Administrative Services Director Lisa Lowy; and City Clerk Faith Kinnick.

3. Moment of Silence

4. Pledge of Allegiance

5. Public Comment

- None

6. Consent Items (00:04:10)

A. APPROVE MINUTES FROM 8.17.2021 REGULAR MEETING

B. RATIFY CLAIMS PAID 08/07/2021-08/20/2021.

C. APPROVE SAMANTHA ZYWICIEL TO SERVE AS FAIRFIELD IN AND SUITES APPOINTED REPRESENTATIVE TO SERVE ON TBID BOARD OF TRUSTEES, AS PER BOARD BYLAWS.

D. APPROVE URA'S RECOMMENDATION TO APPROVE KEVIN STEWART TO FILL VACANCY ON LIVINGSTON URBAN RENEWAL AGENCY TO FILL A VACANCY FOR A TERM ENDING 06/30/2025.

- Motion by Mabie, second by Friedman.
All in favor, passes 4-0.

7. Proclamations

8. Scheduled Public Comment- Pulled from Discussion

~~**A. TREE BOARD'S EMERALD ASH BORER PLAN WITH RECOMMENDED EDITS BY PUBLIC WORKS DIRECTOR, SHANNON HOLMES.**~~

9. Public Hearings (00:05:03)

A. RESOLUTION NO. 4983: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS 26 FLESHMAN CREEK ROAD.

- Kardoes gave opening statements
- No public comments

- No commissioner comments
- Motion by Friedman, second by Nootz
All in favor, passes 4-0.

B. RESOLUTION NO. 4984: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ANNEXING CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS 72 NORTH 8TH STREET AND 72 NORTH 9TH STREET. (00:06:55)

- Kardoos gave opening statement
- Kenneth Printz gave public comment
- No commissioner comments
- Motion by Friedman, second by Mabie
All in favor, passes 4-0.

C. RESOLUTION NO. 4985: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS THE PROPERTY OF THE LIVINGSTON SCHOOL DISTRICT OFF OF SCENIC TRAIL AND IS DESCRIBED AS LOT 1 OF SUBDIVISION 183 IN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 9 EAST. (00:12:45)

- Kardoos gave opening statement
- No public comment
- No commissioner comments
- Motion by Mabie, second by Nootz
All in favor, passes 4-0.

D. RESOLUTION NO. 4986: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS THE PROPERTY BETWEEN ARBOR DRIVE AND BENNETT STREET BOUNDED BY MILES LANE/CHESTNUT LANE, THE CITY TRANSFER STATION AND THE YELLOWSTONE RIVER IN SECTION 7 IN TOWNSHIP 2 SOUTH RANGE 10 EAST. (00:14:40).

- Kardoos gave opening statement
- Leslie Feigle gave public comment
- Jolyn Jerde gave public comment
- Courtney Lawellin made comments
- Mathieu Menard made comments
- Amber Stringfellow gave public comment
- Nootz made comments
- Kardoos made additional clarifying comments
- Jay O'Dell gave public comment
- Christina Nelson gave public comment
- Jodi Hames gave public comment
- Poullette Fowlie gave public comment
- Malcom Fowlie gave public comment
- Jackie Feigle gave public comment
- Jack Swanson gave public comment
- Mabie made comments

- Patricia Grabow gave public comment
- Angie Kruismark gave public comment
- Heidi Feldtman gave public comment
- Anita Skillman gave public comment
- Myron Kovash gave public comment
- Schwarz made comments
- Jocelyn Powell gave public comment
- Patti Smith gave public comment
- Bob Short gave public comment
- Kardoes made comments
- Jon-Scott Whiting gave public comment
- Tammy Hoffland gave public comment

**10 Minute recess (7:00-7:10 p.m.) See part 2 of recording

- Christy Turnquist gave public comments
- Becky DeRossa gave public comments
- Dan Murraray gave public comments
- Roger Gardiner gave public comments
- Schwarz asked Kardoes for additional clarifying comments
- Mabie asked clarifying questions
- Nootz made comments
- Menard made additional comments
- Schwarz made comments
- Nootz made comments
- Friedman made comments
- Motion by Mabie, second by Friedman
All in favor, passes 4-0.

10. Ordinances (00:33:

A. ORDINANCE NO. 3017 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE IV AND ARTICLE V, CHAPTER 30 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED ZONING, AS IT PERTAINS TO RADIO STATIONS. (00:33:40)

- Kardoes gave opening statements
- Menard made additional comments
- No public comments
- Nootz made comments
- Motion by Nootz, second by Mabie
All in favor, passes 4-0.

B. ORDINANCE NO. 3018: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE IV, CHAPTER 30 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED ZONING, AS IT PERTAINS TO BUILDING HEIGHT. (00:36:49)

- Kardoes gave opening statements
- Menard made additional comments noting one error, should be 34' not 32' feet, will be corrected in version presented at second reading.

- No public comments
- Nootz asked clarifying questions
- Menard answered
- Motion by Nootz to amend the text from 32' to 34' per staff recommendation, second by Mabie
All in favor, passes 4-0.

C. ORDINANCE NO. 3019: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE NO. 2085 AS CODIFIED BY CHAPTER 6 OF THE LIVINGSTON MUNICIPAL CODE, BY ALTERING THE MEMBERSHIP OF THE BUILDING CODE BOARD OF APPEALS. (00:41:26)

- Kardoes gave opening statements
- No public comments
- No Commissioner comments
- Motion by Mabie, second by Friedman
All in favor, passes 4-0.

D. ORDINANCE NO. 3020: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE NO. 2085 AS CODIFIED BY CHAPTER 6 OF THE LIVINGSTON MUNICIPAL CODE, BY ADOPTING BY REFERENCE APPENDIX Q OF THE 2018 INTERNATIONAL RESIDENTIAL CODE (IRC). (00:43:00)

- Kardoes gave opening statements
- No public comments
- Nootz made comments
- Motion by Friedman, second by Mabie
All in favor, passes 4-0.

11. Resolutions (00:44:37)

A. RESOLUTION NO. 4995: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH TD&H, INC. FOR DESIGN OF THE LIVINGSTON COMMUNITY RECREATION CENTER SEWER EXTENSION PROJECT.

- Kardoes gave opening statements
- Lowy made additional comments
- No public comments
- Friedman made comments
- Nootz made comments
- Schwarz made comments
- Motion by Friedman, second by Mabie
All in favor, passes 4-0.

B. RESOLUTION NO. 4996: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ADOPTING PLANNING FEES FOR ZONING PERMITS, SIGN PERMITS, SPECIAL EXCEPTION PERMITS, VARIANCES, ZONING TEXT AMENDMENTS, AND ZONING MAP AMENDMENTS. (00:48:17)

- Kardoes gave opening statements

- Menard made additional comments
- No public comments
- Mabie made comments
- Nootz made comments
- Motion by Friedman, second by Mabie
All in favor, passes 4-0.

C. RESOLUTION NO. 4997: A RESOLUTION BY THE CITY OF LIVINGSTON CITY COMMISSION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE MONTANA DEPARTMENT OF COMMERCE, COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV), COMMITMENT OF NEEDED FUNDS AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO REQUIRED CONTRACTS FOR GRANT FUNDS TO COMPLETE SANITARY SEWER CONNECTIONS AND ABANDONMENT OF INDIVIDUAL SEPTIC SYSTEMS IN THE GREEN ACRES SUBDIVISION. (00:52:06)

- Kardoes gave opening statements
- Lowy made additional comments
- No public comments
- Nootz made comments
- Motion by Friedman, second by Mabie
All in favor, passes 4-0.

D. RESOLUTION NO. 4998: A RESOLUTION BY THE CITY OF LIVINGSTON CITY COMMISSION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE MONTANA DEPARTMENT OF COMMERCE, MONTANA COAL ENDOWMENT PROGRAM, COMMITMENT OF REQUIRED MATCHING FUNDS AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO REQUIRED CONTRACTS FOR GRANT FUNDS TO COMPLETE A STORM WATER UTILITY PRELIMINARY ENGINEERING REPORT. (00:57:53)

- Kardoes gave opening statements
- Lowy made additional comments
- No public comments
- Nootz made comments
- Motion by Friedman, second by Mabie
All in favor, passes 4-0.

E. RESOLUTION NO. 4999: A RESOLUTION BY THE CITY OF LIVINGSTON CITY COMMISSION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE MONTANA DEPARTMENT OF COMMERCE, COMMUNITY DEVELOPMENT BLOCK GRANT CARES PROGRAM (CDBG-CV), COMMITMENT OF NEEDED FUNDS AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO REQUIRED CONTRACTS FOR GRANT FUNDS TO COMPLETE AN AIR QUALITY PROJECT IN PUBLICLY ACCESSED BUILDINGS AND BUILDINGS WHERE FIRST RESPONDERS ARE LOCATED. (00:01:52)

- Kardoes gave opening statements
- Lowy made additional comments
- No public comments
- Nootz made comments
- Schwarz made comments
- Motion by Friedman, second by Mabie

All in favor, passes 4-0.

12. Action Items

A. **DISCUSS/APPROVE/DENY: ADOPTING ZONING COMMISSIONS RECOMMENDATION FOR ZONING MAP AMENDMENT, ZONING AREA NORTH O STREET TO THE YELLOWSTONE RIVER SOUTH OF PARK STREET TO INCLUDE KPRK AS NEIGHBORHOOD COMMERCIAL (NC). (01:08:18)**

- Kardoes gave opening statements
- Menard made comments
- Friedman made comments
- Nootz asked clarifying questions
- Menard answered questions
- Motion by Mabie to accept NC zoning per recommendation, second by Nootz
All in favor, passes 4-0.

~~B. **DISCUSS/APPROVE/DENY: ADOPTING CITY TREE BOARD'S EMERALD ASH BORER PLAN WITH STAFF RECOMMENDED EDITS.**~~— Pulled from Discussion

Motion to Extend the meeting beyond 3 hours. All in favor, passes.

13. City Manager Comment (01:21:13)

14. City Commission Comments (01:23:52)

15. Adjournment 8:39 p.m.

Calendar of Events

Supplemental Material

Notice

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LIVINGSTON CITY COMMISSION WORK SESSION

Public Comment Sign-in

DATE: 09/07/2021

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

PRINTED NAME/ADDRESS

AGENDA ITEM

- 1. Kenneth A. Prutz 72 N. 9th St. City Annex
- 2. Leslie Feigel Livingston Area Chamber
- 3. Johyn Steele City Annex Res #4986
- 4. Amber Stringfellow " "
- 5. Pat O'Dell 107 Umana Ln
- 6. Christina Nelson
- 7. Pauline Fawcett 211 Grandview
- 8. Jackie Feigel 166 Miller Dr
- 9. Angie Krusemark 216 Garnier #18
- 10. Melodi Feldman 407 Arbor Dr.
- 11. Zeady Sklar Gardner Ln
- 12. Joselyn Powell D-Annex Grandview
- 13. Patti Smith Annexation
- 14. Bob Shurt
- 15. Jon Sklar Annexation Garnier Ave³⁰⁸
- 16. Tammy Hylford annexation 212 grandview
- 17. Gail Harmer 410 N Miles Ln
- 18. Marta Turnquist 205 Grandview
- 19. D. J. Wang 219 Garnier
- 20. Regent Parkin 105 Miller St.

File Attachments for Item:

B. RATIFY CLAIMS PAID 08/21/2021-09/14/2021.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
AAA CLEANING, LLC							
3727	AAA CLEANING, LLC	2021_08_31	park street cleaning	08/31/2021	2,000.00	2,000.00	09/07/2021
3727	AAA CLEANING, LLC	2021_08_31 P	Bennett St cleaning	08/31/2021	500.00	500.00	09/07/2021
Total AAA CLEANING, LLC:					2,500.00	2,500.00	
ADVANCED ENGINEERING &							
3605	ADVANCED ENGINEERING &	75811	I&C SYSTEM	08/10/2021	136.00	136.00	08/24/2021
Total ADVANCED ENGINEERING &:					136.00	136.00	
ALL SERVICE TIRE & ALIGNMENT							
22	ALL SERVICE TIRE & ALIGNME	62457	Oil Change	08/23/2021	73.00	73.00	08/31/2021
22	ALL SERVICE TIRE & ALIGNME	62488	Oil Change	08/26/2021	73.00	73.00	08/31/2021
22	ALL SERVICE TIRE & ALIGNME	62496	Oil Change	08/27/2021	55.00	55.00	08/31/2021
22	ALL SERVICE TIRE & ALIGNME	62499	Tire Repair	08/27/2021	17.00	17.00	09/14/2021
22	ALL SERVICE TIRE & ALIGNME	62528	Tire Repair	09/02/2021	17.00	17.00	09/14/2021
22	ALL SERVICE TIRE & ALIGNME	62532	Oil Change	09/03/2021	63.00	63.00	09/14/2021
Total ALL SERVICE TIRE & ALIGNMENT:					298.00	298.00	
ALPINE ELECTRONICS RADIO SHACK							
402	ALPINE ELECTRONICS RADIO	1027257	Office Supplies	06/18/2021	34.99	34.99	08/31/2021
402	ALPINE ELECTRONICS RADIO	10273907	Mouse	08/06/2021	14.99	14.99	08/24/2021
402	ALPINE ELECTRONICS RADIO	10274031	Ink	08/11/2021	55.97	55.97	08/24/2021
402	ALPINE ELECTRONICS RADIO	10274266	Batteries	08/19/2021	17.99	17.99	08/31/2021
402	ALPINE ELECTRONICS RADIO	10274342	Batteries	08/23/2021	47.98	47.98	09/07/2021
Total ALPINE ELECTRONICS RADIO SHACK:					171.92	171.92	
AMERICAN AUTOMOTIVE							
3378	AMERICAN AUTOMOTIVE	2394	2014 Ford Repair	08/04/2021	149.99	149.99	08/24/2021
3378	AMERICAN AUTOMOTIVE	2394	2014 Ford Repair	08/04/2021	47.50	47.50	08/24/2021
3378	AMERICAN AUTOMOTIVE	2435	2016 Ford Repair	08/04/2021	1,022.33	1,022.33	08/24/2021
3378	AMERICAN AUTOMOTIVE	2435	2016 Ford Repair	08/04/2021	532.00	532.00	08/24/2021
3378	AMERICAN AUTOMOTIVE	2474	2014 Ford Repair	08/04/2021	204.78	204.78	08/24/2021
3378	AMERICAN AUTOMOTIVE	2474	2017 Fprd Repair	08/04/2021	209.00	209.00	08/24/2021
Total AMERICAN AUTOMOTIVE:					2,165.60	2,165.60	
AMERIGAS							
10002	AMERIGAS	3126100846	Tank Rent	08/31/2021	107.00	107.00	09/14/2021
Total AMERIGAS:					107.00	107.00	
ARIES INDUSTRIES, INC.							
10003	ARIES INDUSTRIES, INC.	407759	Repair Camera	08/09/2021	3,264.45	3,264.45	09/07/2021
Total ARIES INDUSTRIES, INC.:					3,264.45	3,264.45	
BALCO UNIFORM COMPANY, INC.							
3371	BALCO UNIFORM COMPANY, IN	63571-1	Summit	08/20/2021	1,194.90	1,194.90	08/31/2021
3371	BALCO UNIFORM COMPANY, IN	63571-1	Handcuff Case	08/20/2021	31.00	31.00	08/31/2021
3371	BALCO UNIFORM COMPANY, IN	63571-2	Belt	08/21/2021	24.99	24.99	08/31/2021
3371	BALCO UNIFORM COMPANY, IN	63692	Unifrom - Grunhurd	08/16/2021	174.99	174.99	08/31/2021
3371	BALCO UNIFORM COMPANY, IN	63740	Walker	08/17/2021	339.99	339.99	08/31/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BALCO UNIFORM COMPANY, INC.:					1,765.87	1,765.87	
BIG BEAR CONTRACTING, LLC							
2268	BIG BEAR CONTRACTING, LLC	1338.2	CONSTRUCTION	02/05/2021	2,175.00	2,175.00	08/24/2021
Total BIG BEAR CONTRACTING, LLC:					2,175.00	2,175.00	
BILLINGS CLINIC OCCUPATIONAL HEALTH							
10000	BILLINGS CLINIC OCCUPATION	2021-2832	Pre Employment Exam	08/18/2021	300.00	300.00	09/14/2021
Total BILLINGS CLINIC OCCUPATIONAL HEALTH:					300.00	300.00	
BLACKFOOT COMMUNICATIONS							
3293	BLACKFOOT COMMUNICATION	2021.8.1	Internet	08/01/2021	326.88	326.88	09/14/2021
Total BLACKFOOT COMMUNICATIONS:					326.88	326.88	
BLACKSTONE PUBLISHING							
2219	BLACKSTONE PUBLISHING	1233201	2 AUDIOBOOKS	06/28/2021	80.00	80.00	09/14/2021
2219	BLACKSTONE PUBLISHING	1234448	2 AUDIOBOOKS	05/19/2021	80.00	80.00	09/14/2021
2219	BLACKSTONE PUBLISHING	1234728	1 Audiobook	06/28/2021	40.00	40.00	09/14/2021
2219	BLACKSTONE PUBLISHING	1236352	4 audiobooks	07/28/2021	160.00	160.00	09/14/2021
2219	BLACKSTONE PUBLISHING	1238260	3 Audiobooks	07/28/2021	120.00	120.00	09/14/2021
2219	BLACKSTONE PUBLISHING	1239513	1 Audiobook	08/02/2021	13.49	13.49	09/14/2021
Total BLACKSTONE PUBLISHING:					493.49	493.49	
BOUND TREE MEDICAL, LLC							
2662	BOUND TREE MEDICAL, LLC	84165861	Patient Supplies	08/12/2021	175.14	175.14	08/31/2021
2662	BOUND TREE MEDICAL, LLC	84165862	Patient Supplies	08/12/2021	14.67	14.67	08/31/2021
2662	BOUND TREE MEDICAL, LLC	84167632	Patient Supplies	08/13/2021	1,172.00	1,172.00	08/31/2021
2662	BOUND TREE MEDICAL, LLC	84175652	Patient Supplies	08/19/2021	227.35	227.35	08/31/2021
2662	BOUND TREE MEDICAL, LLC	84185238	Patient Supplies	08/26/2021	186.90	186.90	09/14/2021
2662	BOUND TREE MEDICAL, LLC	84191478	Patient Supplies	08/31/2021	224.70	224.70	09/14/2021
Total BOUND TREE MEDICAL, LLC:					2,000.76	2,000.76	
BRAY, CHEYENNE							
10003	BRAY, CHEYENNE	2021_08	TRAVEL REIMBURSEMENT	08/08/2021	282.24	282.24	09/14/2021
Total BRAY, CHEYENNE:					282.24	282.24	
BRUCO, INC.							
782	BRUCO, INC.	403060	Recoating service	08/24/2021	4,183.00	4,183.00	08/31/2021
Total BRUCO, INC.:					4,183.00	4,183.00	
BURTON PLANNING SERVICES, LLC.							
10001	BURTON PLANNING SERVICES,	19-112-13F	Growth Policy	07/06/2021	2,615.61	2,615.61	09/14/2021
Total BURTON PLANNING SERVICES, LLC.:					2,615.61	2,615.61	
CALWEN INC. DBA RESCUE SOURCE							
10003	CALWEN INC. DBA RESCUE SO	S19272-02	Carabiners	08/18/2021	147.00	147.00	08/31/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CALWEN INC. DBA RESCUE SOURCE:					147.00	147.00	
CANON FINANCIAL SERVICES, INC							
1747	CANON FINANCIAL SERVICES, I	27215121	Copier lease	08/13/2021	29.31	29.31	08/31/2021
1747	CANON FINANCIAL SERVICES, I	27215122	Copier lease	08/13/2021	29.75	29.75	08/31/2021
Total CANON FINANCIAL SERVICES, INC:					59.06	59.06	
CASELLE							
3763	CASELLE	112054	Support and Maint.	09/01/2021	2,554.09	2,554.09	09/07/2021
3763	CASELLE	112054	Support and Maint.	09/01/2021	90.17	90.17	09/07/2021
3763	CASELLE	112054	Support and Maint.	09/01/2021	90.17	90.17	09/07/2021
3763	CASELLE	112054	Support and Maint.	09/01/2021	168.14	168.14	09/07/2021
3763	CASELLE	112054	Support and Maint.	09/01/2021	168.13	168.13	09/07/2021
3763	CASELLE	112054	Support and Maint.	09/01/2021	258.30	258.30	09/07/2021
Total CASELLE:					3,329.00	3,329.00	
CENGAGE LEARNING INC							
10001	CENGAGE LEARNING INC	74786905	3 BOOKS	08/04/2021	77.88	77.88	09/14/2021
10001	CENGAGE LEARNING INC	74800131	1 BOOK	08/06/2021	27.05	27.05	09/14/2021
Total CENGAGE LEARNING INC:					104.93	104.93	
CENTRAL SERVICES DIVISION							
2571	CENTRAL SERVICES DIVISION	2022-6-089	TRANSACTION FEES	06/21/2021	9,627.73	9,627.73	09/14/2021
Total CENTRAL SERVICES DIVISION:					9,627.73	9,627.73	
CENTURYLINK							
162	CENTURYLINK	2021_08_16	406-222-0137 441B	08/16/2021	77.83	77.83	08/31/2021
Total CENTURYLINK:					77.83	77.83	
CHAPPELL'S BODY SHOP, INC.							
294	CHAPPELL'S BODY SHOP, INC.	521	Prepaid car wash	09/03/2021	25.00	25.00	09/14/2021
Total CHAPPELL'S BODY SHOP, INC.:					25.00	25.00	
CHARTER COMMUNICATIONS							
3440	CHARTER COMMUNICATIONS	019544571821	Phones	07/18/2021	50.75	50.75	09/14/2021
Total CHARTER COMMUNICATIONS:					50.75	50.75	
CHEFS TABLE FOOD TRUCK, LLC							
10003	CHEFS TABLE FOOD TRUCK, L	1256	CATERING	08/19/2021	2,194.80	2,194.80	08/24/2021
Total CHEFS TABLE FOOD TRUCK, LLC:					2,194.80	2,194.80	
COFFMAN'S PEAK ELECTRIC, LLC							
3491	COFFMAN'S PEAK ELECTRIC, L	2098	SERVICE CALL	08/29/2021	125.00	125.00	09/14/2021
Total COFFMAN'S PEAK ELECTRIC, LLC:					125.00	125.00	
COLEMAN, MALEA							
10003	COLEMAN, MALEA	2021_07_14	Lewistown Travel Reimbursement	07/14/2021	46.50	46.50	09/07/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total COLEMAN, MALEA:					46.50	46.50	
COMDATA							
2671	COMDATA	20355565	IB986	09/01/2021	179.09	179.09	09/14/2021
Total COMDATA:					179.09	179.09	
D&R COFFEE SERVICE INC							
10002	D&R COFFEE SERVICE INC	143085	Rental Fee	08/26/2021	50.00	50.00	09/07/2021
Total D&R COFFEE SERVICE INC:					50.00	50.00	
DAM GOOD GUTTERS							
10003	DAM GOOD GUTTERS	875	Gutter Cleaning	08/18/2021	1,500.00	1,500.00	09/07/2021
Total DAM GOOD GUTTERS:					1,500.00	1,500.00	
DD Enterprises							
3528	DD Enterprises	2906	Dust control	08/25/2021	7,531.44	7,531.44	09/07/2021
Total DD Enterprises:					7,531.44	7,531.44	
DELL MARKETING L.P.							
745	DELL MARKETING L.P.	10512997941	Lembcke Computer	08/22/2021	366.70	366.70	09/07/2021
745	DELL MARKETING L.P.	10512997941	Lembcke Computer	08/22/2021	366.70	366.70	09/07/2021
745	DELL MARKETING L.P.	10512997941	Lembcke Computer	08/22/2021	366.71	366.71	09/07/2021
745	DELL MARKETING L.P.	10512997950	911 Secondary	08/22/2021	955.93	955.93	09/07/2021
Total DELL MARKETING L.P.:					2,056.04	2,056.04	
DEMCO							
199	DEMCO	6982349	LABEL PROTECTORS	07/27/2021	105.92	105.92	09/14/2021
199	DEMCO	6983408	PAPER MENDING TAPE	07/29/2021	78.93	78.93	09/14/2021
Total DEMCO:					184.85	184.85	
DOOR TECH							
10002	DOOR TECH	2889	Overhead Door Repair	08/23/2021	281.50	281.50	09/14/2021
10002	DOOR TECH	2890	Overhead Door Repair	08/23/2021	857.00	857.00	09/14/2021
Total DOOR TECH:					1,138.50	1,138.50	
ENCODE CORPORATION							
1548	ENCODE CORPORATION	40927	QUARTERLY MAINTENANCE	08/01/2021	1,988.00	1,988.00	09/14/2021
Total ENCODE CORPORATION:					1,988.00	1,988.00	
ENERGY LABORATORIES, INC.							
424	ENERGY LABORATORIES, INC.	416800	Freight	08/23/2021	20.00	20.00	09/07/2021
424	ENERGY LABORATORIES, INC.	417868	Analysis parameter	08/27/2021	196.00	196.00	09/14/2021
424	ENERGY LABORATORIES, INC.	418723	Effluent composite	08/31/2021	243.00	243.00	09/14/2021
424	ENERGY LABORATORIES, INC.	419228	Analysis parameter	09/02/2021	196.00	196.00	09/14/2021
Total ENERGY LABORATORIES, INC.:					655.00	655.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ERIN ELISE HARRIS							
10003	ERIN ELISE HARRIS	2021_08	Pro Temp Judge - 4.75 hrs	09/08/2021	118.75	118.75	09/14/2021
Total ERIN ELISE HARRIS:					118.75	118.75	
FARSTAD OIL							
3353	FARSTAD OIL	96971	Diesel 800g	08/05/2021	2,196.00	2,196.00	08/24/2021
3353	FARSTAD OIL	97047	Diesel 562g	08/12/2021	1,584.84	1,584.84	08/24/2021
3353	FARSTAD OIL	97138	Diesel 593g	08/20/2021	1,618.30	1,618.30	09/14/2021
3353	FARSTAD OIL	97323	Diesel 230G	08/27/2021	629.28	629.28	09/07/2021
Total FARSTAD OIL:					6,028.42	6,028.42	
FERGUSON ENTERPRISES, INC.							
2386	FERGUSON ENTERPRISES, IN	0790770	M510M	08/04/2021	4,737.36	4,737.36	08/24/2021
2386	FERGUSON ENTERPRISES, IN	079303	Meter	08/25/2021	1,297.36	1,297.36	09/14/2021
Total FERGUSON ENTERPRISES, INC.:					6,034.72	6,034.72	
FISHER SAND AND GRAVEL							
2904	FISHER SAND AND GRAVEL	48492	3" Pit Run	08/07/2021	918.20	918.20	09/07/2021
Total FISHER SAND AND GRAVEL:					918.20	918.20	
FORT HARRISON INN							
10000	FORT HARRISON INN	13235	Conference - Orminston	07/01/1921	154.00	154.00	08/31/2021
Total FORT HARRISON INN:					154.00	154.00	
FRONTLINE AG SOLUTIONS, LLC							
2516	FRONTLINE AG SOLUTIONS, LL	869056	parts	08/12/2021	174.90	174.90	08/24/2021
2516	FRONTLINE AG SOLUTIONS, LL	875999	Blade	08/31/2021	125.34	125.34	09/14/2021
Total FRONTLINE AG SOLUTIONS, LLC:					300.24	300.24	
GATEWAY OFFICE SUPPLY							
54	GATEWAY OFFICE SUPPLY	52013	Office Supplies	08/10/2021	23.45	23.45	09/14/2021
54	GATEWAY OFFICE SUPPLY	52023	Office Supplies	08/11/2021	9.00	9.00	09/07/2021
54	GATEWAY OFFICE SUPPLY	52026	POSTAGE-POLICE	08/11/2021	13.23	13.23	08/24/2021
54	GATEWAY OFFICE SUPPLY	52043	Office Supplies	08/12/2021	10.00	10.00	08/31/2021
54	GATEWAY OFFICE SUPPLY	52160	POSTAGE-POLICE	08/25/2021	13.23	13.23	09/07/2021
Total GATEWAY OFFICE SUPPLY:					68.91	68.91	
GENERAL DISTRIBUTING COMPANY							
1845	GENERAL DISTRIBUTING COM	0001034042	Patient Supplies	08/31/2021	29.14	29.14	09/14/2021
Total GENERAL DISTRIBUTING COMPANY:					29.14	29.14	
HANSER'S AUTOMOTIVE & WRECKER							
1687	HANSER'S AUTOMOTIVE & WR	LIV2191	Towing Charge	07/12/2021	90.00	90.00	09/14/2021
Total HANSER'S AUTOMOTIVE & WRECKER:					90.00	90.00	
HAWKINS, INC							
470	HAWKINS, INC	4995489	Switchover	07/28/2021	601.40	601.40	08/24/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total HAWKINS, INC:					601.40	601.40	
HIGH COUNTRY WILDLIFE CONTROL							
10002	HIGH COUNTRY WILDLIFE CON	3313	Pest Control	08/27/2021	195.00	195.00	09/07/2021
Total HIGH COUNTRY WILDLIFE CONTROL:					195.00	195.00	
HORIZON AUTO PARTS							
1920	HORIZON AUTO PARTS	917814	OXYGEN	08/31/2021	57.07	57.07	09/07/2021
Total HORIZON AUTO PARTS:					57.07	57.07	
HOUSE OF CLEAN							
63	HOUSE OF CLEAN	604399924	Cleaning supplies	07/22/2021	129.90	129.90	09/14/2021
Total HOUSE OF CLEAN:					129.90	129.90	
INDUSTRIAL TOWEL							
102	INDUSTRIAL TOWEL	71019	Towel Service	07/15/2021	21.60	21.60	09/14/2021
102	INDUSTRIAL TOWEL	72416	Mats	07/29/2021	36.90	36.90	08/24/2021
102	INDUSTRIAL TOWEL	73351	330 bennett	08/10/2021	45.50	45.50	08/24/2021
102	INDUSTRIAL TOWEL	73799	Towel Service	08/12/2021	19.38	19.38	09/14/2021
102	INDUSTRIAL TOWEL	75196	Mats	08/26/2021	94.41	94.41	09/07/2021
Total INDUSTRIAL TOWEL:					217.79	217.79	
INFOUSA MARKETING, INC.							
10001	INFOUSA MARKETING, INC.	10003873033	2021 POLK CITY DIRECTORY	07/16/2021	285.00	285.00	09/14/2021
Total INFOUSA MARKETING, INC.:					285.00	285.00	
INGRAM LIBRARY SERVICE							
1539	INGRAM LIBRARY SERVICE	53882011	2 Books	07/19/2021	41.75	41.75	09/14/2021
1539	INGRAM LIBRARY SERVICE	53882012	3 BOOKS	07/19/2021	55.35	55.35	09/14/2021
1539	INGRAM LIBRARY SERVICE	53963881	1 Book	07/23/2021	19.53	19.53	09/14/2021
1539	INGRAM LIBRARY SERVICE	53963882	1 Book	07/23/2021	22.83	22.83	09/14/2021
1539	INGRAM LIBRARY SERVICE	53987518	2 Books	07/26/2021	32.18	32.18	09/14/2021
1539	INGRAM LIBRARY SERVICE	53987519	6 Books	07/26/2021	120.13	120.13	09/14/2021
1539	INGRAM LIBRARY SERVICE	54035781	1 Book	07/28/2021	28.87	28.87	09/14/2021
1539	INGRAM LIBRARY SERVICE	54055717	1 Book	07/29/2021	36.05	36.05	09/14/2021
1539	INGRAM LIBRARY SERVICE	54122519	1 Book	08/03/2021	20.28	20.28	09/14/2021
1539	INGRAM LIBRARY SERVICE	54122520	7 BOOKS	08/03/2021	125.08	125.08	09/14/2021
1539	INGRAM LIBRARY SERVICE	54143234	1 Book	08/04/2021	23.66	23.66	09/14/2021
1539	INGRAM LIBRARY SERVICE	54143235	4 Books	08/04/2021	75.95	75.95	09/14/2021
1539	INGRAM LIBRARY SERVICE	54184204	1 Book	08/06/2021	34.88	34.88	09/14/2021
1539	INGRAM LIBRARY SERVICE	54208966	4 Books	08/09/2021	76.17	76.17	09/14/2021
1539	INGRAM LIBRARY SERVICE	54208967	14 Book	08/09/2021	177.87	177.87	09/14/2021
1539	INGRAM LIBRARY SERVICE	54233517	1 Book	08/10/2021	23.73	23.73	09/14/2021
1539	INGRAM LIBRARY SERVICE	54233518	1 Book	08/10/2021	23.73	23.73	09/14/2021
1539	INGRAM LIBRARY SERVICE	54233519	1 Book	08/10/2021	16.67	16.67	09/14/2021
1539	INGRAM LIBRARY SERVICE	54244665	4 Books	08/11/2021	62.70	62.70	09/14/2021
1539	INGRAM LIBRARY SERVICE	54317219	1 Book	08/16/2021	20.69	20.69	09/14/2021
1539	INGRAM LIBRARY SERVICE	54317220	5 BOOKS	08/16/2021	95.30	95.30	09/14/2021
1539	INGRAM LIBRARY SERVICE	54344119	1 Book	08/17/2021	35.58	35.58	09/14/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total INGRAM LIBRARY SERVICE:					1,168.98	1,168.98	
INSTY-PRINTS							
250	INSTY-PRINTS	11044	SIGNS	07/19/2021	5.84	5.84	09/14/2021
250	INSTY-PRINTS	11154	Business cards	08/04/2021	69.95	69.95	08/31/2021
250	INSTY-PRINTS	11218	Stamps	08/12/2021	84.65	84.65	08/24/2021
250	INSTY-PRINTS	11258	Business cards	08/18/2021	21.95	21.95	08/31/2021
250	INSTY-PRINTS	11305	Budget Books	08/27/2021	1,161.64	1,161.64	08/31/2021
Total INSTY-PRINTS:					1,344.03	1,344.03	
IRRIGATION INNOVATIONS							
10002	IRRIGATION INNOVATIONS	6366	Irrigation for plants at City Hall	08/09/2021	16,759.15	16,759.15	08/24/2021
Total IRRIGATION INNOVATIONS:					16,759.15	16,759.15	
J & H OFFICE EQUIPMENT							
1783	J & H OFFICE EQUIPMENT	29980019	Copier lease	08/27/2021	270.73	270.73	09/07/2021
Total J & H OFFICE EQUIPMENT:					270.73	270.73	
JUNIOR LIBRARY GUILD							
798	JUNIOR LIBRARY GUILD	577590	ANNUAL SUBSCRIPTION	09/01/2021	2,814.60	2,814.60	09/14/2021
Total JUNIOR LIBRARY GUILD:					2,814.60	2,814.60	
KARNATZ TREE SERVICE							
2001	KARNATZ TREE SERVICE	41	Tree Drop	08/25/2021	1,640.00	1,640.00	09/14/2021
2001	KARNATZ TREE SERVICE	42	Stump Removal	08/25/2021	7,999.50	7,999.50	09/14/2021
Total KARNATZ TREE SERVICE:					9,639.50	9,639.50	
KELLEY CONNECT							
10001	KELLEY CONNECT	IN880018	PW Printer	08/03/2021	52.26	52.26	08/24/2021
10001	KELLEY CONNECT	IN884876	Copier Contract	08/16/2021	945.00	945.00	09/07/2021
10001	KELLEY CONNECT	IN885746	Printer	08/18/2021	550.00	550.00	09/07/2021
Total KELLEY CONNECT:					1,547.26	1,547.26	
KEN'S EQUIPMENT REPAIR, INC							
1390	KEN'S EQUIPMENT REPAIR, IN	57439	E85	07/08/2021	129.00	129.00	09/07/2021
Total KEN'S EQUIPMENT REPAIR, INC:					129.00	129.00	
KENYON NOBLE							
776	KENYON NOBLE	8535669	vent	08/10/2021	15.99	15.99	08/24/2021
776	KENYON NOBLE	8542025	Steel	08/13/2021	212.45	212.45	08/24/2021
776	KENYON NOBLE	8553541	Plywood	08/19/2021	35.99	35.99	09/07/2021
Total KENYON NOBLE:					264.43	264.43	
KIMBALL MIDWEST							
2863	KIMBALL MIDWEST	9094272	Supplies	08/03/2021	441.16	441.16	08/24/2021
Total KIMBALL MIDWEST:					441.16	441.16	

Report dates: 8/21/2021-9/14/2021

Sep 14, 2021 11:51AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
KINNICK, FAITH							
10000	KINNICK, FAITH	2021_08_26	Office Supplies	08/26/2021	22.95	22.95	09/07/2021
Total KINNICK, FAITH:					22.95	22.95	
KM CONSTRUCTION CO, INC.							
2971	KM CONSTRUCTION CO, INC.	21069	asphalt repair	08/26/2021	1,350.00	1,350.00	09/14/2021
Total KM CONSTRUCTION CO, INC.:					1,350.00	1,350.00	
KNIFE RIVER							
8	KNIFE RIVER	766227	Plant Mix	07/28/2021	8,354.40	8,354.40	09/07/2021
8	KNIFE RIVER	768276	Cold Mix	08/03/2021	2,319.65	2,319.65	08/24/2021
8	KNIFE RIVER	769352	Plant Mix	08/10/2021	521.40	521.40	09/07/2021
8	KNIFE RIVER	769798	Plant Mix	08/11/2021	1,479.00	1,479.00	09/07/2021
8	KNIFE RIVER	770881	Plant Mix	08/17/2021	546.00	546.00	09/07/2021
Total KNIFE RIVER:					13,220.45	13,220.45	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	1871101	Water	08/11/2021	50.70	50.70	08/24/2021
2830	LEHRKIND'S COCA-COLA	1874091	Water	08/25/2021	33.00	33.00	09/14/2021
2830	LEHRKIND'S COCA-COLA	1874092	Water	08/25/2021	41.25	41.25	09/07/2021
Total LEHRKIND'S COCA-COLA:					124.95	124.95	
LIVINGSTON ACE HARDWARE - #122005							
26	LIVINGSTON ACE HARDWARE -	I97710	supplies	07/26/2021	47.58	47.58	09/07/2021
26	LIVINGSTON ACE HARDWARE -	I97911	sponge	07/26/2021	2.99	2.99	09/07/2021
26	LIVINGSTON ACE HARDWARE -	I98571	station Supply	07/27/2021	19.98	19.98	09/07/2021
26	LIVINGSTON ACE HARDWARE -	I99130	sawzall	07/28/2021	32.99	32.99	09/07/2021
26	LIVINGSTON ACE HARDWARE -	I99300	Carabiner	07/28/2021	5.99	5.99	09/07/2021
26	LIVINGSTON ACE HARDWARE -	I99307	station Supply	07/28/2021	25.96	25.96	09/07/2021
26	LIVINGSTON ACE HARDWARE -	I99488	SUPPLIES	07/29/2021	68.93	68.93	09/07/2021
26	LIVINGSTON ACE HARDWARE -	I99502	Fastners	07/29/2021	5.96	5.96	09/07/2021
26	LIVINGSTON ACE HARDWARE -	I99544	Wire	07/29/2021	21.16	21.16	09/07/2021
26	LIVINGSTON ACE HARDWARE -	I99623	HCLS Vent for New Fan	07/29/2021	19.23	19.23	09/07/2021
26	LIVINGSTON ACE HARDWARE -	I99672	SUPPLIES	07/29/2021	74.30	74.30	09/07/2021
26	LIVINGSTON ACE HARDWARE -	I99907	Nozzle	07/30/2021	9.99	9.99	09/07/2021
26	LIVINGSTON ACE HARDWARE -	I99983	Bar Oil	07/30/2021	10.99	10.99	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J00038	Hose	07/30/2021	44.99	44.99	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J00216	Plug & Wire	07/30/2021	25.89	25.89	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J01440	Cable	08/01/2021	9.99	9.99	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J01650	Flex Seal	08/02/2021	17.78	17.78	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J01667	Coffee Filters	08/02/2021	13.97	13.97	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J01860	Lock	08/02/2021	17.99	17.99	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J02190	Rope	08/03/2021	21.99	21.99	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J02227	Bushing PVC	08/03/2021	15.54	15.54	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J02723	Volt Detector	08/04/2021	62.98	62.98	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J03950	Fly Catchers	08/06/2021	28.94	28.94	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J04407	Office Supply	08/07/2021	8.99	8.99	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J05500	Menderhose	08/09/2021	3.59	3.59	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J06341	Power Cord	08/10/2021	9.99	9.99	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J06405	Wood Screws	08/10/2021	11.98	11.98	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J06585	Sprayer	08/11/2021	59.99	59.99	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J06612	Cleaning Supplies	08/11/2021	331.91	331.91	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J07148	Fasteners	08/12/2021	2.18	2.18	09/07/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
26	LIVINGSTON ACE HARDWARE -	J09809	Pushbroom	08/17/2021	171.96	171.96	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J10362	Fasteners	08/18/2021	3.04	3.04	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J10584	Fasteners	08/18/2021	2.56	2.56	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J10909	Supplies	08/19/2021	32.99	32.99	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J12781	Tape	08/23/2021	28.75	28.75	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J13001	Batteries	08/23/2021	16.99	16.99	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J13076	Clamp	08/23/2021	31.07	31.07	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J13371	SUPPLIES	08/24/2021	4.59	4.59	09/07/2021
26	LIVINGSTON ACE HARDWARE -	J14151	Washer	08/25/2021	2.37	2.37	09/07/2021
26	LIVINGSTON ACE HARDWARE -	X62335	Rope	07/26/2021	39.98	39.98	09/07/2021
26	LIVINGSTON ACE HARDWARE -	X62498	Cleaning Supplies	07/28/2021	27.74	27.74	09/07/2021
26	LIVINGSTON ACE HARDWARE -	X63600	Key	08/17/2021	12.95	12.95	09/07/2021
26	LIVINGSTON ACE HARDWARE -	X64044	Vacuum	08/25/2021	119.99	119.99	09/07/2021
Total LIVINGSTON ACE HARDWARE - #122005:					1,529.72	1,529.72	
LIVINGSTON ENTERPRISE							
146	LIVINGSTON ENTERPRISE	111711	PH Zoning	07/26/2021	91.00	91.00	09/07/2021
146	LIVINGSTON ENTERPRISE	111763	PH Notice	08/02/2021	65.00	65.00	09/07/2021
146	LIVINGSTON ENTERPRISE	111766	City Comm. Will Convene	07/30/2021	26.00	26.00	09/07/2021
146	LIVINGSTON ENTERPRISE	111767	Ord. No. 3011	07/30/2021	84.00	84.00	09/07/2021
146	LIVINGSTON ENTERPRISE	111878	Zoning Meeting Notice	08/09/2021	35.75	35.75	09/07/2021
146	LIVINGSTON ENTERPRISE	111945	URA Meeting	08/13/2021	26.00	26.00	09/07/2021
146	LIVINGSTON ENTERPRISE	111946	City Comm. Will Convene	08/13/2021	29.25	29.25	09/07/2021
146	LIVINGSTON ENTERPRISE	112018	Res. No. 4983	08/20/2021	60.00	60.00	09/07/2021
146	LIVINGSTON ENTERPRISE	112019	Res. No. 4986	08/20/2021	84.00	84.00	09/07/2021
146	LIVINGSTON ENTERPRISE	112020	Res. No. 4985	08/20/2021	66.00	66.00	09/07/2021
146	LIVINGSTON ENTERPRISE	112021	Res. No. 4984	08/20/2021	78.00	78.00	09/07/2021
146	LIVINGSTON ENTERPRISE	112022	Rep at Farmer's Market	08/20/2021	55.00	55.00	09/07/2021
146	LIVINGSTON ENTERPRISE	112063	PH Commission	08/23/2021	71.50	71.50	09/07/2021
Total LIVINGSTON ENTERPRISE:					771.50	771.50	
LIVINGSTON FIRE SERVICE, INC							
468	LIVINGSTON FIRE SERVICE, IN	AR001913	Extinguisher - WRF	08/17/2021	406.00	406.00	08/24/2021
468	LIVINGSTON FIRE SERVICE, IN	AR001914	Extinguisher - Water Bldg	08/17/2021	190.50	190.50	08/24/2021
Total LIVINGSTON FIRE SERVICE, INC:					596.50	596.50	
LIVINGSTON HEALTH CARE							
55	LIVINGSTON HEALTH CARE	0017348	PATIENT SUPPLY	08/31/2021	42.05	42.05	09/14/2021
55	LIVINGSTON HEALTH CARE	200129485	770240588	07/21/2021	29.10	29.10	08/24/2021
55	LIVINGSTON HEALTH CARE	200129585	770244450	08/02/2021	29.10	29.10	08/24/2021
55	LIVINGSTON HEALTH CARE	FY22	Dr. Wright Services 7/21-6/22	08/24/2021	6,000.00	6,000.00	08/31/2021
Total LIVINGSTON HEALTH CARE:					6,100.25	6,100.25	
LIVINGSTON TRUE VALUE HARDWARE							
282	LIVINGSTON TRUE VALUE HAR	B92457	FANS	08/05/2021	1,187.40	1,187.40	09/07/2021
282	LIVINGSTON TRUE VALUE HAR	B92603	FANS	08/13/2021	1,345.72	1,345.72	08/24/2021
Total LIVINGSTON TRUE VALUE HARDWARE:					2,533.12	2,533.12	
LIVINGSTON UTILITY BILLING							
147	LIVINGSTON UTILITY BILLING	2021.8.4	1012100	08/04/2021	261.86	261.86	09/14/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LIVINGSTON UTILITY BILLING:					261.86	261.86	
MASTERCARD							
3184	MASTERCARD	2021_07 FETT	Office supplies	08/01/2021	35.00	35.00	08/12/2021
3184	MASTERCARD	2021_07 FETT	Continuing Ed	08/01/2021	350.00	350.00	08/12/2021
3184	MASTERCARD	2021_07 FETT	Cleaning supplies	08/01/2021	449.40	449.40	08/12/2021
3184	MASTERCARD	2021_07 FETT	Office supplies	08/01/2021	34.99	34.99	08/12/2021
3184	MASTERCARD	2021_07 FETT	Air monitor	08/01/2021	208.33	208.33	08/12/2021
3184	MASTERCARD	2021_07 FETT	Office supplies	08/01/2021	58.39	58.39	08/12/2021
3184	MASTERCARD	2021_07 FETT	Office supplies	08/01/2021	14.84	14.84	08/12/2021
3184	MASTERCARD	2021_07 FETT	Office supplies	08/01/2021	23.74-	23.74-	08/12/2021
3184	MASTERCARD	2021_07 FETT	Continuing Ed	08/01/2021	1,145.00	1,145.00	08/12/2021
3184	MASTERCARD	2021_07 FETT	Office supplies	08/01/2021	8.98	8.98	08/12/2021
3184	MASTERCARD	2021_07 FETT	Computer supplies	08/01/2021	675.00	675.00	08/12/2021
3184	MASTERCARD	2021_07 FETT	Air monitor	08/01/2021	507.33	507.33	08/12/2021
3184	MASTERCARD	2021_07 FETT	Office supplies	08/01/2021	34.97	34.97	08/12/2021
3184	MASTERCARD	2021_07 GLAS	Toner	08/01/2021	635.34	635.34	08/12/2021
3184	MASTERCARD	2021_07 GRA	first aid kit	08/01/2021	23.98	23.98	08/12/2021
3184	MASTERCARD	2021_07 GRA	50 rolls thermal receipt paper	08/01/2021	58.99	58.99	08/12/2021
3184	MASTERCARD	2021_07 GRA	oil change	08/01/2021	53.66	53.66	08/12/2021
3184	MASTERCARD	2021_07 GRA	drinking fountain insert	08/01/2021	485.00-	485.00-	08/12/2021
3184	MASTERCARD	2021_07 GRA	drinking fountain insert	08/01/2021	485.00-	485.00-	08/12/2021
3184	MASTERCARD	2021_07 GRA	purchase	08/01/2021	100.00	100.00	08/12/2021
3184	MASTERCARD	2021_07 GRA	pen, hanging folders	08/01/2021	15.10	15.10	08/12/2021
3184	MASTERCARD	2021_07 GRA	service charges	08/01/2021	17.99	17.99	08/12/2021
3184	MASTERCARD	2021_07 GRA	8 books	08/01/2021	69.99	69.99	08/12/2021
3184	MASTERCARD	2021_07 GRA	sprinkler	08/01/2021	21.99	21.99	08/12/2021
3184	MASTERCARD	2021_07 GRA	2 vacuums	08/01/2021	1,099.98	1,099.98	08/12/2021
3184	MASTERCARD	2021_07 GRA	1 DVD	08/01/2021	47.90	47.90	08/12/2021
3184	MASTERCARD	2021_07 GRA	drinking fountain insert	08/01/2021	485.00	485.00	08/12/2021
3184	MASTERCARD	2021_07 GRA	drinking fountain insert	08/01/2021	485.00	485.00	08/12/2021
3184	MASTERCARD	2021_07 GRA	12 sign holders	08/01/2021	68.99	68.99	08/12/2021
3184	MASTERCARD	2021_07 HAEF	Anchor	08/01/2021	36.38	36.38	08/12/2021
3184	MASTERCARD	2021_07 HAEF	Anchor	08/01/2021	121.27	121.27	08/12/2021
3184	MASTERCARD	2021_07 HAEF	Ice Machine	08/01/2021	701.60	701.60	08/12/2021
3184	MASTERCARD	2021_07 HAEF	Ice Machine	08/01/2021	701.60	701.60	08/12/2021
3184	MASTERCARD	2021_07 HAEF	Ice Machine	08/01/2021	701.60	701.60	08/12/2021
3184	MASTERCARD	2021_07 HAEF	Ice Machine	08/01/2021	701.60	701.60	08/12/2021
3184	MASTERCARD	2021_07 HAEF	Ice Machine	08/01/2021	701.60	701.60	08/12/2021
3184	MASTERCARD	2021_07 HAH	Water	08/01/2021	16.42	16.42	08/12/2021
3184	MASTERCARD	2021_07 HOL	Sign and Decal	08/01/2021	145.80	145.80	08/12/2021
3184	MASTERCARD	2021_07 JOHA	Pump	08/01/2021	79.90	79.90	08/12/2021
3184	MASTERCARD	2021_07 JOHA	Trash bags	08/01/2021	115.90	115.90	08/12/2021
3184	MASTERCARD	2021_07 JOHA	Eric's Plaque	08/01/2021	87.70	87.70	08/12/2021
3184	MASTERCARD	2021_07 JOHA	Coffee	08/01/2021	54.95	54.95	08/12/2021
3184	MASTERCARD	2021_07 JOHA	Coffee	08/01/2021	54.95	54.95	08/12/2021
3184	MASTERCARD	2021_07 JOHA	Coffee	08/01/2021	54.95	54.95	08/12/2021
3184	MASTERCARD	2021_07 JOHA	Coffee	08/01/2021	54.95	54.95	08/12/2021
3184	MASTERCARD	2021_07 JOHA	Coffee	08/01/2021	54.95	54.95	08/12/2021
3184	MASTERCARD	2021_07 JOHN	O'Neill Training	08/01/2021	104.72	104.72	08/12/2021
3184	MASTERCARD	2021_07 JOHN	Gunderson Training	08/01/2021	683.85	683.85	08/12/2021
3184	MASTERCARD	2021_07 JOHN	animal traps	08/01/2021	292.74	292.74	08/12/2021
3184	MASTERCARD	2021_07 JOHN	Congleton Training	08/01/2021	185.00	185.00	08/12/2021
3184	MASTERCARD	2021_07 KARD	Box Fan/Air Filter Project	08/01/2021	61.76	61.76	08/12/2021
3184	MASTERCARD	2021_07 KARD	Replacement Air Quality Sensors	08/01/2021	54.33	54.33	08/12/2021

Report dates: 8/21/2021-9/14/2021

Sep 14, 2021 11:51AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2021_07 KARD	ICMA Management Assessment	08/01/2021	75.00	75.00	08/12/2021
3184	MASTERCARD	2021_07 KINNI	Box Fan/Air Filter Project	08/01/2021	138.54	138.54	08/12/2021
3184	MASTERCARD	2021_07 KINNI	Office Supplies	08/01/2021	3.59	3.59	08/12/2021
3184	MASTERCARD	2021_07 KINNI	Office Supplies	08/01/2021	388.68	388.68	08/12/2021
3184	MASTERCARD	2021_07 KINNI	Credit, Damaged product	08/01/2021	35.88-	35.88-	08/12/2021
3184	MASTERCARD	2021_07 KINNI	City Board/Committee account	08/01/2021	57.05	57.05	08/12/2021
3184	MASTERCARD	2021_07 KINNI	Office Supplies	08/01/2021	1.99	1.99	08/12/2021
3184	MASTERCARD	2021_07 KINNI	Arthur Blank Meeting Supplies	08/01/2021	20.97	20.97	08/12/2021
3184	MASTERCARD	2021_07 KINNI	Handicap Parking Signs	08/01/2021	38.99	38.99	08/12/2021
3184	MASTERCARD	2021_07 KINNI	Returned merchandise	08/01/2021	22.87-	22.87-	08/12/2021
3184	MASTERCARD	2021_07 KINNI	Returned merchandise	08/01/2021	22.87-	22.87-	08/12/2021
3184	MASTERCARD	2021_07 KINNI	Second city Zoom account	08/01/2021	57.05	57.05	08/12/2021
3184	MASTERCARD	2021_07 KINNI	Wireless Mouse	08/01/2021	17.99	17.99	08/12/2021
3184	MASTERCARD	2021_07 LAWE	Supplies	08/01/2021	37.75	37.75	08/12/2021
3184	MASTERCARD	2021_07 LAWE	Supplies	08/01/2021	39.26	39.26	08/12/2021
3184	MASTERCARD	2021_07 LAWE	Supplies	08/01/2021	58.36	58.36	08/12/2021
3184	MASTERCARD	2021_07 LAWE	Blinds for State Office	08/01/2021	168.99	168.99	08/12/2021
3184	MASTERCARD	2021_07 LAWE	Supplies	08/01/2021	86.78	86.78	08/12/2021
3184	MASTERCARD	2021_07 LAWE	Supplies	08/01/2021	41.94	41.94	08/12/2021
3184	MASTERCARD	2021_07 LAWE	Supplies	08/01/2021	178.68	178.68	08/12/2021
3184	MASTERCARD	2021_07 LAWE	Supplies	08/01/2021	58.48	58.48	08/12/2021
3184	MASTERCARD	2021_07 LAWE	Supplies	08/01/2021	109.99	109.99	08/12/2021
3184	MASTERCARD	2021_07 LAWE	Supplies	08/01/2021	12.98	12.98	08/12/2021
3184	MASTERCARD	2021_07 LAWE	Supplies	08/01/2021	5.50	5.50	08/12/2021
3184	MASTERCARD	2021_07 LOW	Office Supplies	08/01/2021	94.92	94.92	08/12/2021
3184	MASTERCARD	2021_07 LOW	Office Supplies	08/01/2021	71.60	71.60	08/12/2021
3184	MASTERCARD	2021_07 LOW	Advertising Recruitment	08/01/2021	299.00	299.00	08/12/2021
3184	MASTERCARD	2021_07 LOW	Office Supplies	08/01/2021	8.48	8.48	08/12/2021
3184	MASTERCARD	2021_07 LOW	Office Supplies	08/01/2021	122.98	122.98	08/12/2021
3184	MASTERCARD	2021_07 LOW	Office Supplies	08/01/2021	13.79	13.79	08/12/2021
3184	MASTERCARD	2021_07 LOW	Office Supplies	08/01/2021	47.44	47.44	08/12/2021
3184	MASTERCARD	2021_07 LOW	Office Supplies	08/01/2021	354.68	354.68	08/12/2021
3184	MASTERCARD	2021_07 LOW	Office Supplies	08/01/2021	77.25	77.25	08/12/2021
3184	MASTERCARD	2021_07 LOW	Office Supplies	08/01/2021	38.11	38.11	08/12/2021
3184	MASTERCARD	2021_07 LOW	Recruitment Advertising	08/01/2021	500.23	500.23	08/12/2021
3184	MASTERCARD	2021_07 LOW	Pool and Staffing System	08/01/2021	8.75	8.75	08/12/2021
3184	MASTERCARD	2021_07 LOW	Grant Notification Subscription	08/01/2021	34.95	34.95	08/12/2021
3184	MASTERCARD	2021_07 LOW	Recruitment Advertising	08/01/2021	177.82	177.82	08/12/2021
3184	MASTERCARD	2021_07 LOW	Office Supplies	08/01/2021	319.98	319.98	08/12/2021
3184	MASTERCARD	2021_07 MACI	SWR Equipment	08/01/2021	597.54	597.54	08/12/2021
3184	MASTERCARD	2021_07 MACI	SWR Rental	08/01/2021	60.00	60.00	08/12/2021
3184	MASTERCARD	2021_07 MACI	oil change	08/01/2021	93.70	93.70	08/12/2021
3184	MASTERCARD	2021_07 MACI	training supply	08/01/2021	115.91	115.91	08/12/2021
3184	MASTERCARD	2021_07 MACI	SWR Equipment	08/01/2021	697.34	697.34	08/12/2021
3184	MASTERCARD	2021_07 MACI	July	08/01/2021	6,784.72	6,784.72	08/12/2021
3184	MASTERCARD	2021_07 MACI	Fire gloves	08/01/2021	300.00	300.00	08/12/2021
3184	MASTERCARD	2021_07 PURK	Returned merchandise	08/01/2021	43.99-	43.99-	08/12/2021
3184	MASTERCARD	2021_07 PURK	Keyboard for Samantha	08/01/2021	69.99	69.99	08/12/2021
3184	MASTERCARD	2021_07 PURK	training	08/01/2021	350.00	350.00	08/12/2021
3184	MASTERCARD	2021_07 PURK	Binders	08/01/2021	113.53	113.53	08/12/2021
3184	MASTERCARD	2021_07 SMIT	Vinegar	08/01/2021	2.99	2.99	08/12/2021
3184	MASTERCARD	2021_07 SMIT	Soap and supplies	08/01/2021	31.16	31.16	08/12/2021
3184	MASTERCARD	2021_07 TARR	NFL Flag Program - registration b	08/01/2021	94.19	94.19	08/12/2021
3184	MASTERCARD	2021_07 TARR	Lodging for Lifeguard Instructor Tr	08/01/2021	338.41	338.41	08/12/2021
3184	MASTERCARD	2021_07 TARR	Office Supplies	08/01/2021	7.85	7.85	08/12/2021
3184	MASTERCARD	2021_07 TARR	Office Supplies	08/01/2021	85.46	85.46	08/12/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2021_07 TARR	Employee Appreciation	08/01/2021	33.48	33.48	08/12/2021
3184	MASTERCARD	2021_07 TARR	Employee Appreciation	08/01/2021	181.59	181.59	08/12/2021
3184	MASTERCARD	2021_07 WUL	patient supplies	08/01/2021	622.32	622.32	08/12/2021
3184	MASTERCARD	2021_07 WUL	tire repair	08/01/2021	17.00	17.00	08/12/2021
Total MASTERCARD:					25,753.11	25,753.11	
MATHIAS, ADAM							
10003	MATHIAS, ADAM	2021_07_14	Lewistown Training Reimburseme	07/14/2021	46.50	46.50	09/07/2021
Total MATHIAS, ADAM:					46.50	46.50	
MCCROMETER INC							
10002	MCCROMETER INC	553669 RI	meter	08/06/2021	6,267.02	6,267.02	08/24/2021
Total MCCROMETER INC:					6,267.02	6,267.02	
MEYER ELECTRIC AND GROUNDS REPAIR, LLC							
3812	MEYER ELECTRIC AND GROUN	724	Transfer Station	08/24/2021	196.68	196.68	09/14/2021
3812	MEYER ELECTRIC AND GROUN	733	Fan	09/07/2021	350.18	350.18	09/14/2021
Total MEYER ELECTRIC AND GROUNDS REPAIR, LLC:					546.86	546.86	
MID-AMERICAN RESEARCH CHEMICAL							
10002	MID-AMERICAN RESEARCH CH	0739186-IN	Bug Killer	08/06/2021	830.00	830.00	08/24/2021
10002	MID-AMERICAN RESEARCH CH	0739186-IN	Bug Killer	08/06/2021	868.15	868.15	08/24/2021
10002	MID-AMERICAN RESEARCH CH	0740255-IN	Eradicator Odor	08/19/2021	131.99	131.99	09/07/2021
Total MID-AMERICAN RESEARCH CHEMICAL:					1,830.14	1,830.14	
MISC							
99999	MISC	11446	Whistler Towing	09/07/2021	55.00	55.00	09/14/2021
99999	MISC	1383	Parking Ticket Over Payment	08/31/2021	40.00	40.00	09/07/2021
99999	MISC	50050077001	Over payment	08/17/2021	80.30	80.30	08/24/2021
99999	MISC	94297	JURY DUTY	07/13/2021	10.00	10.00	08/24/2021
99999	MISC	TK2017-0422	Restitution - N. Porter	12/10/2019	1,480.00	1,480.00	09/14/2021
99999	MISC	TK2020-0311	Restitution - M. Stuck	08/26/2021	200.00	200.00	09/07/2021
99999	MISC	TK2021-0099	Restitution - K. Kinkade	09/02/2021	70.00	70.00	09/14/2021
99999	MISC	TK2021-0233	Bond Release - T. Hoeme	08/12/2021	1,170.00	1,170.00	08/23/2021
Total MISC:					3,105.30	3,105.30	
MOBILE REPAIR & WELDING, INC							
10	MOBILE REPAIR & WELDING, IN	32447	Replaced Lift Arm	07/20/2021	199.08	199.08	09/14/2021
10	MOBILE REPAIR & WELDING, IN	32491	Broken Boom on Backhoe	08/04/2021	2,936.45	2,936.45	08/24/2021
10	MOBILE REPAIR & WELDING, IN	32600	Brush Pile Signs	09/04/2021	132.50	132.50	09/14/2021
Total MOBILE REPAIR & WELDING, INC:					3,268.03	3,268.03	
MONTANA AIR CARTAGE							
3808	MONTANA AIR CARTAGE	LVQ73121	Courier Service	08/01/2021	239.25	239.25	09/14/2021
Total MONTANA AIR CARTAGE:					239.25	239.25	
MONTANA CORRECTIONAL ENTERPRISES							
1180	MONTANA CORRECTIONAL EN	81817	Station Beds	08/25/2021	1,150.00	1,150.00	09/14/2021
1180	MONTANA CORRECTIONAL EN	81817	Station Beds	08/25/2021	1,500.00	1,500.00	09/14/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1180	MONTANA CORRECTIONAL EN	81817	Station Beds	08/25/2021	1,097.00	1,097.00	09/14/2021
1180	MONTANA CORRECTIONAL EN	81817	Station Beds	08/25/2021	1,097.00	1,097.00	09/14/2021
Total MONTANA CORRECTIONAL ENTERPRISES:					4,844.00	4,844.00	
MONTANA LAW ENFORCEMENT ACADEMY							
642	MONTANA LAW ENFORCEMENT	20690	LODGING & MEALS - BRAY	08/26/2021	250.00	250.00	08/31/2021
642	MONTANA LAW ENFORCEMENT	20716	Training - ENGLE	08/31/2021	195.00	195.00	09/14/2021
642	MONTANA LAW ENFORCEMENT	20716	Training - ENGLE	08/31/2021	15.00	15.00	09/14/2021
Total MONTANA LAW ENFORCEMENT ACADEMY:					460.00	460.00	
MONTANA RAIL LINK							
112	MONTANA RAIL LINK	460619	Agreement 88715	09/01/2021	100.00	100.00	09/14/2021
112	MONTANA RAIL LINK	460830	Agreement 601788	09/01/2021	100.00	100.00	09/14/2021
Total MONTANA RAIL LINK:					200.00	200.00	
MONTANA STATE - FIRE SERVICES TRAINING							
2631	MONTANA STATE - FIRE SERVI	34-173	FF2 CERT- Gibson	08/27/2021	95.00	95.00	09/14/2021
Total MONTANA STATE - FIRE SERVICES TRAINING:					95.00	95.00	
MSU EXTENSION SERVICE							
3275	MSU EXTENSION SERVICE	308	O'Rourke Leadership 49 Tuition	08/16/2021	250.00	250.00	08/24/2021
Total MSU EXTENSION SERVICE:					250.00	250.00	
MT RURAL WATER							
10003	MT RURAL WATER	141	Membership 2020	01/10/2020	350.00	350.00	08/31/2021
10003	MT RURAL WATER	970	Membership 2021	02/01/2021	350.00	350.00	08/31/2021
Total MT RURAL WATER:					700.00	700.00	
MT WATERWORKS							
3016	MT WATERWORKS	35891	Materials	08/31/2021	3,225.98	3,225.98	09/14/2021
3016	MT WATERWORKS	35896	Materials	09/02/2021	522.80	522.80	09/14/2021
Total MT WATERWORKS:					3,748.78	3,748.78	
MUNICIPAL CODE CORPORATION							
3058	MUNICIPAL CODE CORPORATI	00362333	Subscription	08/17/2021	150.00	150.00	08/24/2021
3058	MUNICIPAL CODE CORPORATI	00362402	SUPPLEMENT PAGES	08/18/2021	4,686.78	4,686.78	08/24/2021
Total MUNICIPAL CODE CORPORATION:					4,836.78	4,836.78	
MUNICIPAL EMERGENCY SERVICES							
2604	MUNICIPAL EMERGENCY SERV	IN1611035	Eyeglass Kit	09/17/2021	140.87	140.87	09/07/2021
2604	MUNICIPAL EMERGENCY SERV	IN1614001	SCBA Annual Testing	08/26/2021	2,228.81	2,228.81	09/14/2021
Total MUNICIPAL EMERGENCY SERVICES:					2,369.68	2,369.68	
MURDOCH'S RANCH & HOME SUPPLY							
3688	MURDOCH'S RANCH & HOME S	K00788	Lawn Seed	08/19/2021	27.99	27.99	09/07/2021
3688	MURDOCH'S RANCH & HOME S	K00806	Lawn Seed	08/30/2021	27.99	27.99	09/07/2021
3688	MURDOCH'S RANCH & HOME S	K00813	Hose	08/31/2021	47.99	47.99	09/07/2021
3688	MURDOCH'S RANCH & HOME S	K00814	Blade	08/31/2021	24.99	24.99	09/14/2021

Report dates: 8/21/2021-9/14/2021

Sep 14, 2021 11:51AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3688	MURDOCH'S RANCH & HOME S	K00822	Inverter	09/02/2021	599.99	599.99	09/14/2021
Total MURDOCH'S RANCH & HOME SUPPLY:					728.95	728.95	
NORTHWEST PIPE FITTINGS, INC							
423	NORTHWEST PIPE FITTINGS, I	5557574-2	PVC Coupling	08/03/2021	91.90	91.90	09/07/2021
Total NORTHWEST PIPE FITTINGS, INC:					91.90	91.90	
NORTHWESTERN ENERGY							
151	NORTHWESTERN ENERGY	0107897-1 8/2	0107897-1 228 W CALLENDER	08/10/2021	1,284.23	1,284.23	09/14/2021
151	NORTHWESTERN ENERGY	0708370-2	8th & Park Sprinklers	01/15/2019	6.50	6.50	09/14/2021
151	NORTHWESTERN ENERGY	0709793-4	City Shop Building 50% 406 Benn	01/15/2019	126.42	126.42	08/24/2021
151	NORTHWESTERN ENERGY	0709793-4	City Shop Building 50% 406 Benn	01/15/2019	126.41	126.41	08/24/2021
151	NORTHWESTERN ENERGY	0709794-2	WRF 316 Bennett	01/09/2019	348.47	348.47	08/24/2021
151	NORTHWESTERN ENERGY	0709796-7	97 View Vista Drive	01/15/2019	12.00	12.00	08/24/2021
151	NORTHWESTERN ENERGY	0709869-2	Carol Lane	01/15/2019	150.84	150.84	08/24/2021
151	NORTHWESTERN ENERGY	0709870-0	G Street Park - 422 S G	01/15/2019	59.92	59.92	08/24/2021
151	NORTHWESTERN ENERGY	0709871-8	Star Addition - Lights	01/15/2019	336.76	336.76	08/24/2021
151	NORTHWESTERN ENERGY	0709873-4	800 W Cambridge - Pump Station	01/15/2019	30.94	30.94	08/24/2021
151	NORTHWESTERN ENERGY	0709874-2	Werner Addition Pump	01/09/2018	789.99	789.99	08/24/2021
151	NORTHWESTERN ENERGY	0709875-9	900 River Drive Pump	01/09/2019	4,019.05	4,019.05	08/24/2021
151	NORTHWESTERN ENERGY	0709876-7	132 South B Street - B St Well	01/10/2019	2,087.72	2,087.72	08/24/2021
151	NORTHWESTERN ENERGY	0709877-5	200 E Reservoir (north side hill)	01/08/2019	1,586.07	1,586.07	09/14/2021
151	NORTHWESTERN ENERGY	0709878-3	227 River Drive - Concessions sta	01/10/2019	73.17	73.17	08/24/2021
151	NORTHWESTERN ENERGY	0709879-1	227 River Drive - Softball Field	01/10/2019	509.63	509.63	08/24/2021
151	NORTHWESTERN ENERGY	0709880-9	200 River Drive - Pool	01/10/2019	3,219.21	3,219.21	09/14/2021
151	NORTHWESTERN ENERGY	0709881-7	229 River Drive - Civic Center	01/10/2019	565.99	565.99	09/14/2021
151	NORTHWESTERN ENERGY	0709882-5	229 River Drive - Pump Civic Cent	01/17/2019	128.09	128.09	09/14/2021
151	NORTHWESTERN ENERGY	0709886-6	200 E Reservoir	01/15/2019	22.26	22.26	08/24/2021
151	NORTHWESTERN ENERGY	0709891-6	Cemetery Road Shop - 15 Fleshm	01/15/2019	14.90	14.90	08/24/2021
151	NORTHWESTERN ENERGY	0709892-4	40 Water Tower Avenue	01/15/2019	46.96	46.96	08/24/2021
151	NORTHWESTERN ENERGY	0709894-0	56 Water Tower	01/08/2019	357.13	357.13	08/24/2021
151	NORTHWESTERN ENERGY	0709914-6	1011 River Dr - Edge Water Sewe	01/09/2019	17.84	17.84	08/24/2021
151	NORTHWESTERN ENERGY	0719058-0	3 Rogers Lane Lift Station	01/09/2019	74.55	74.55	08/24/2021
151	NORTHWESTERN ENERGY	0719271-9	601 Robin Lane - Well	01/09/2019	2,262.04	2,262.04	09/14/2021
151	NORTHWESTERN ENERGY	0719272-7	4 Billman Lane - Well	01/09/2019	2,764.58	2,764.58	09/14/2021
151	NORTHWESTERN ENERGY	0719358-4	Street Lights - Livingston	01/16/2019	3,261.69	3,261.69	09/14/2021
151	NORTHWESTERN ENERGY	0719373-3	229 River Drive	01/15/2019	9.32	9.32	09/14/2021
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	126.86	126.86	08/24/2021
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	126.86	126.86	08/24/2021
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	126.86	126.86	08/24/2021
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	126.87	126.87	08/24/2021
151	NORTHWESTERN ENERGY	0720113-0	229 River Drive - CC Building	01/10/2019	50.77	50.77	09/14/2021
151	NORTHWESTERN ENERGY	0720122-1	400 North M	01/15/2019	13.47	13.47	09/14/2021
151	NORTHWESTERN ENERGY	0720176-7	Weimer Park	01/15/2019	75.69	75.69	08/24/2021
151	NORTHWESTERN ENERGY	0802599-1	608 W Chinook	01/15/2019	35.91	35.91	09/14/2021
151	NORTHWESTERN ENERGY	0933715-5	710 W Callender	01/15/2019	34.69	34.69	09/14/2021
151	NORTHWESTERN ENERGY	1134866-1	N 2nd & Montana & Chinook	01/15/2019	38.41	38.41	08/24/2021
151	NORTHWESTERN ENERGY	1134879-4	N 7th & Montana & Chinook	01/15/2019	21.71	21.71	08/24/2021
151	NORTHWESTERN ENERGY	1155965-5	229 River Drive	01/15/2019	19.11	19.11	08/24/2021
151	NORTHWESTERN ENERGY	1290352-2	School Flasher Park & 13th	01/15/2019	8.79	8.79	08/24/2021
151	NORTHWESTERN ENERGY	1441030-2	D & Geyser Well House	01/10/2019	2,163.93	2,163.93	08/24/2021
151	NORTHWESTERN ENERGY	1452951-5	Starlow on Monroe	01/09/2019	201.17	201.17	08/24/2021
151	NORTHWESTERN ENERGY	1493850-0	412 W Callender	01/15/2019	45.80	45.80	08/24/2021
151	NORTHWESTERN ENERGY	1498936-2	190 & 89S-ing	01/15/2019	6.00	6.00	08/24/2021
151	NORTHWESTERN ENERGY	1594141-2	9th & 10th Lift Station	01/09/2019	32.26	32.26	08/24/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	1613803-4	M & N on Callender	01/15/2019	42.58	42.58	08/24/2021
151	NORTHWESTERN ENERGY	1728687-3	Transfer Station 408 Bennett Stre	01/08/2019	322.29	322.29	08/24/2021
151	NORTHWESTERN ENERGY	1747570-8	D & E on Callender	01/15/2019	33.54	33.54	08/24/2021
151	NORTHWESTERN ENERGY	1747572-4	F & G on Callender	01/15/2019	19.65	19.65	08/24/2021
151	NORTHWESTERN ENERGY	1893530-4	600 W Park	01/15/2019	50.90	50.90	08/24/2021
151	NORTHWESTERN ENERGY	1893536-1	E Street & Alley	01/15/2019	24.31	24.31	08/24/2021
151	NORTHWESTERN ENERGY	1893541-1	18 W Park	01/15/2019	65.26	65.26	08/24/2021
151	NORTHWESTERN ENERGY	1906055-7	815 North 13th - Soccer Fields	01/16/2019	2.38	2.38	08/24/2021
151	NORTHWESTERN ENERGY	2023479-5	900 W Geyser Street School Light	01/15/2019	6.50	6.50	08/24/2021
151	NORTHWESTERN ENERGY	2023484-5	1100 W Geyser Street School Lig	01/15/2019	6.36	6.36	08/24/2021
151	NORTHWESTERN ENERGY	2114861-4	132 South B Street Lights	01/15/2019	115.89	115.89	08/24/2021
151	NORTHWESTERN ENERGY	2138754-3	G Street Park - Mike Webb Park	01/15/2019	385.89	385.89	08/24/2021
151	NORTHWESTERN ENERGY	2171060-3	Scale House 408 Bennett Street	01/15/2019	33.98	33.98	08/24/2021
151	NORTHWESTERN ENERGY	3015965-1	330 Bennett - Fire Training Center	01/15/2019	39.37	39.37	08/24/2021
151	NORTHWESTERN ENERGY	3093003-6	114 West Summit	01/15/2019	21.23	21.23	08/24/2021
151	NORTHWESTERN ENERGY	3093023-4	320 North Main	01/15/2019	2.90	2.90	08/24/2021
151	NORTHWESTERN ENERGY	3093027-5	105 West Park	01/15/2019	31.93	31.93	08/24/2021
151	NORTHWESTERN ENERGY	3141997-1	C & D on Lewis	01/15/2019	19.94	19.94	08/24/2021
151	NORTHWESTERN ENERGY	3184602-5	202 South 2nd	01/15/2019	11.33	11.33	08/24/2021
151	NORTHWESTERN ENERGY	3210240-2	616 River Drive	01/15/2019	7.53	7.53	08/24/2021
151	NORTHWESTERN ENERGY	3258086-2	2800 East Park Lift Station	01/15/2019	71.64	71.64	08/24/2021
151	NORTHWESTERN ENERGY	3258262-9	320 Alpenglw Lift Station	01/08/2019	125.35	125.35	08/24/2021
151	NORTHWESTERN ENERGY	3267010-1	330 Bennett - Compactor	01/08/2019	106.87	106.87	08/24/2021
151	NORTHWESTERN ENERGY	3286284-9 202	101 Star Rd	08/09/2021	23.88	23.88	08/24/2021
151	NORTHWESTERN ENERGY	3287727-6	320 Alpenglw LN-	01/15/2019	43.18	43.18	08/24/2021
151	NORTHWESTERN ENERGY	3386783-9	Btwn G and H on Clark	01/15/2019	26.37	26.37	08/24/2021
151	NORTHWESTERN ENERGY	3386845-6	Btwn I and K on Callender	01/15/2019	23.36	23.36	08/24/2021
151	NORTHWESTERN ENERGY	3386846-4	Btwn 7th and 8th on Summit	01/15/2019	17.52	17.52	08/24/2021
151	NORTHWESTERN ENERGY	3506014-4	Brookstone/Elm	02/15/2019	4.16	4.16	08/24/2021
151	NORTHWESTERN ENERGY	3566038-0	114 East Callender	01/15/2019	15.67	15.67	08/24/2021
151	NORTHWESTERN ENERGY	3566039-8	115 East Lewis	01/15/2019	12.61	12.61	08/24/2021
151	NORTHWESTERN ENERGY	3585235-9	New WRF 316 Bennett	01/09/2019	14,871.22	14,871.22	08/24/2021
151	NORTHWESTERN ENERGY	3643752-3	115 East Clark	09/16/2019	77.22	77.22	08/24/2021
151	NORTHWESTERN ENERGY	3643753-1	112 East Clark	09/04/2019	26.73	26.73	08/24/2021
151	NORTHWESTERN ENERGY	3678204-3	502 River Dr. Pmp	10/16/2019	.00	.00	
151	NORTHWESTERN ENERGY	3725873-8	340 Bennett	12/12/2019	32.26	32.26	08/24/2021
151	NORTHWESTERN ENERGY	3753023-5	410 Bennett Transfer St Shop	08/07/2020	149.63	149.63	08/24/2021
151	NORTHWESTERN ENERGY	3787060-7	Green Acres Lights	08/14/2020	90.35	90.35	08/24/2021
151	NORTHWESTERN ENERGY	3787427-8	Green Acres	08/14/2020	251.71	251.71	08/24/2021
151	NORTHWESTERN ENERGY	3828216-6	203 W Callender	12/14/2020	6.00	6.00	08/24/2021
151	NORTHWESTERN ENERGY	3837245-4 202	220 E Park St.	08/11/2021	196.93	196.93	08/24/2021
151	NORTHWESTERN ENERGY	3867654-0	2222 Willow Dr. Lt A	04/14/2021	.00	.00	
Total NORTHWESTERN ENERGY:					44,964.26	44,964.26	
O'REILLY AUTOMOTIVE, INC							
2437	O'REILLY AUTOMOTIVE, INC	1558-254080	Wiper Blades	08/18/2021	37.98	37.98	09/07/2021
Total O'REILLY AUTOMOTIVE, INC:					37.98	37.98	
PARK COUNTY CLERK & RECORDER							
1553	PARK COUNTY CLERK & RECO	3016	Ord. No. 3016 Zoning MRL Proper	08/18/2021	80.00	80.00	08/24/2021
1553	PARK COUNTY CLERK & RECO	4894	Res. No. 4984 - 72 N 8th & 72 N 9	09/09/2021	40.00	40.00	09/13/2021
1553	PARK COUNTY CLERK & RECO	4983	Res. No. 4983 - 26 Fleshman Cre	09/09/2021	40.00	40.00	09/13/2021
1553	PARK COUNTY CLERK & RECO	4985	Res. No. 4985 - Livingston School	09/09/2021	32.00	32.00	09/13/2021
1553	PARK COUNTY CLERK & RECO	4986	Res. No. 4986 - Arbor Dr. & Benn	09/09/2021	32.00	32.00	09/13/2021
1553	PARK COUNTY CLERK & RECO	4990	Res. No. 4990 Fixing Tax Levy	08/18/2021	24.00	24.00	08/24/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PARK COUNTY CLERK & RECORDER:					248.00	248.00	
PARK COUNTY SHERIFF'S OFFICE							
117	PARK COUNTY SHERIFF'S OFFI	I0059538	NETMOTION MOBILITY LICENS	07/30/2021	1,212.64	1,212.64	08/24/2021
Total PARK COUNTY SHERIFF'S OFFICE:					1,212.64	1,212.64	
PARK COUNTY TREASURER							
10000	PARK COUNTY TREASURER	2021_08	Tax Overpayment	09/01/2021	402,469.60	402,469.60	09/09/2021
Total PARK COUNTY TREASURER:					402,469.60	402,469.60	
PONY EXPRESS LUBE							
10001	PONY EXPRESS LUBE	11-0096866	Oil Change	08/17/2021	49.95	49.95	08/24/2021
10001	PONY EXPRESS LUBE	11-0096910	Oil Change	08/18/2021	74.85	74.85	09/07/2021
10001	PONY EXPRESS LUBE	11-0096933	Oil Change	08/18/2021	90.70	90.70	09/07/2021
10001	PONY EXPRESS LUBE	11-0096946	Oil Change	08/18/2021	90.70	90.70	09/07/2021
Total PONY EXPRESS LUBE:					306.20	306.20	
QUILL CORPORATION							
694	QUILL CORPORATION	18435289	2 CASES 8.5X11	07/30/2021	57.98	57.98	09/14/2021
Total QUILL CORPORATION:					57.98	57.98	
REDSTONE LEASING							
3842	REDSTONE LEASING	2021_10	Lease 36 of 60	10/01/2021	203.07	203.07	09/07/2021
Total REDSTONE LEASING:					203.07	203.07	
REPUBLIC SERVICES #670							
10000	REPUBLIC SERVICES #670	0670-0002944	disposal/recycling	08/31/2021	109,166.46	109,166.46	09/14/2021
10000	REPUBLIC SERVICES #670	067-00028946	Disposal/Recycling	07/31/2021	108,470.96	108,470.96	08/24/2021
Total REPUBLIC SERVICES #670:					217,637.42	217,637.42	
RIVERSIDE HARDWARE LLC							
3659	RIVERSIDE HARDWARE LLC	143948	Tape	08/09/2021	37.35	37.35	09/07/2021
3659	RIVERSIDE HARDWARE LLC	144416	Garbage Bags	08/13/2021	14.99	14.99	09/07/2021
3659	RIVERSIDE HARDWARE LLC	144637	TAPE	08/16/2021	21.98	21.98	09/07/2021
3659	RIVERSIDE HARDWARE LLC	144657	Gloves	08/16/2021	8.58	8.58	09/07/2021
3659	RIVERSIDE HARDWARE LLC	145503	SUPPLIES	08/25/2021	79.93	79.93	09/07/2021
3659	RIVERSIDE HARDWARE LLC	145745	Bar Oil	08/27/2021	11.99	11.99	09/07/2021
3659	RIVERSIDE HARDWARE LLC	145752	NOZZLE	08/27/2021	12.99	12.99	09/07/2021
3659	RIVERSIDE HARDWARE LLC	146072	Staple Gun	08/31/2021	26.98	26.98	09/07/2021
3659	RIVERSIDE HARDWARE LLC	2021_08 CRE	Credot	08/01/2021	10.73-	10.73-	09/07/2021
Total RIVERSIDE HARDWARE LLC:					204.06	204.06	
RUSSELL INDUSTRIES, INC.							
3582	RUSSELL INDUSTRIES, INC.	143680-00	T3 Pumps	08/17/2021	377.00	377.00	09/14/2021
Total RUSSELL INDUSTRIES, INC.:					377.00	377.00	
SPARK LASER CREATIONS							
3361	SPARK LASER CREATIONS	1500	Name Plates	08/25/2021	20.00	20.00	09/07/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SPARK LASER CREATIONS:					20.00	20.00	
STENSETH, TRISTAN							
3701	STENSETH, TRISTAN	2021_07_14	Lewistown Travel Reimbursement	07/14/2021	220.66	220.66	09/07/2021
Total STENSETH, TRISTAN:					220.66	220.66	
TCA ARCHITECTS INC							
10002	TCA ARCHITECTS INC	2517209	NWE Building	09/03/2021	3,000.00	3,000.00	09/14/2021
Total TCA ARCHITECTS INC:					3,000.00	3,000.00	
TEAR IT UP L.L.C.							
2999	TEAR IT UP L.L.C.	49624	Shredding	08/11/2021	42.54	42.54	08/24/2021
2999	TEAR IT UP L.L.C.	49791	Shredding	08/25/2021	44.38	44.38	08/31/2021
Total TEAR IT UP L.L.C.:					86.92	86.92	
THOMSON REUTERS - WEST							
2823	THOMSON REUTERS - WEST	844952812	Subscription	09/01/2021	309.57	309.57	09/07/2021
Total THOMSON REUTERS - WEST:					309.57	309.57	
TK ELEVATOR CORPORATION							
10003	TK ELEVATOR CORPORATION	3006090485	ELEVATOR MAINT	08/01/2021	1,007.81	1,007.81	09/14/2021
Total TK ELEVATOR CORPORATION:					1,007.81	1,007.81	
TRANSUNION RISK & ALTERNATIVE							
3376	TRANSUNION RISK & ALTERNA	380349-20210	investigative research	09/01/2021	75.00	75.00	09/14/2021
Total TRANSUNION RISK & ALTERNATIVE:					75.00	75.00	
UNITED FIRE EQUIPMENT COMPANY							
10003	UNITED FIRE EQUIPMENT COM	751542	United Fire Land Pant	08/20/2021	226.09	226.09	09/07/2021
Total UNITED FIRE EQUIPMENT COMPANY:					226.09	226.09	
UPS STORE #2420, THE							
292	UPS STORE #2420, THE	1923	Police Shipment	08/16/2021	98.07	98.07	08/31/2021
Total UPS STORE #2420, THE:					98.07	98.07	
US BANK EQUIPMENT FINANCE							
10001	US BANK EQUIPMENT FINANCE	450017702	PRINTER CONTRACT	08/05/2021	281.80	281.80	09/14/2021
Total US BANK EQUIPMENT FINANCE:					281.80	281.80	
WASTE TEK SOLUTIONS							
10003	WASTE TEK SOLUTIONS	690	cardboard compactor	08/20/2021	2,580.00	2,580.00	09/07/2021
Total WASTE TEK SOLUTIONS:					2,580.00	2,580.00	
WHISTLER TOWING, LLC							
3237	WHISTLER TOWING, LLC	11443	Towing	09/04/2021	262.50	262.50	09/14/2021
3237	WHISTLER TOWING, LLC	34322	Towing	08/30/2021	125.00	125.00	09/14/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3237	WHISTLER TOWING, LLC	34327	Towing	08/31/2021	125.00	125.00	09/14/2021
3237	WHISTLER TOWING, LLC	6277	Battery Cutoff Switch	08/18/2021	334.65	334.65	09/07/2021
Total WHISTLER TOWING, LLC:					847.15	847.15	
WILCOXSON'S							
47	WILCOXSON'S	877817	Ice Cream - Pool	07/08/2021	129.00	129.00	09/14/2021
47	WILCOXSON'S	877836	Ice Cream - Pool	07/15/2021	120.00	120.00	09/14/2021
47	WILCOXSON'S	877875	Ice Cream - Pool	07/29/2021	125.50	125.50	09/14/2021
47	WILCOXSON'S	877892	Ice Cream - Pool	08/05/2021	71.00	71.00	09/14/2021
47	WILCOXSON'S	887857	Ice Cream - Pool	07/22/2021	42.00	42.00	09/14/2021
Total WILCOXSON'S:					487.50	487.50	
WOODS ROSE MARKET							
3747	WOODS ROSE MARKET	BLVD TREES	City Sponsored Boulevard Tree	08/24/2021	125.00	125.00	08/24/2021
Total WOODS ROSE MARKET:					125.00	125.00	
YELLOWSTONE SPORTING GOODS							
576	YELLOWSTONE SPORTING GO	56510	Gun Case	08/26/2021	55.98	55.98	08/31/2021
576	YELLOWSTONE SPORTING GO	57	Smith & Wesson	08/26/2021	1,515.00	1,515.00	09/14/2021
Total YELLOWSTONE SPORTING GOODS:					1,570.98	1,570.98	
Grand Totals:					868,011.08	868,011.08	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

File Attachments for Item:

A. RESOLUTION NO. 4991: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DISCONTINUING AND VACATING A PORTION OF THE SUMMIT STREET RIGHT-OF-WAY ADJACENT TO BLOCK 32 OF THE MINNESOTA ADDITION.

RESOLUTION NO. 4991

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO DISCONTINUE AND VACATE A PORTION OF THE SUMMIT STREET RIGHT-OF-WAY ADJACENT TO BLOCK 32 OF THE MINNESOTA ADDITION.

WHEREAS the City has received application from the owners of Lots 28-32 of Block 32, Minnesota Addition, requesting vacation of a 140-foot section of Summit Street from the east side of G Street to the west side of the alley in Block 32; and

WHEREAS, the East Summit Street right-of-way is undeveloped and unused from approximately E Street to its east extent at M Street; and

WHEREAS, the City will reserve a public, pedestrian easement within the vacated right-of-way for pedestrian connectivity and convenience.

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

That it is the intent of the City Commission to discontinue and vacate that portion of Summit Street adjacent to Lots 28-32 of Block 32, Minnesota Addition and that the City will reserve, to the public, a 10-foot pedestrian easement.

PASSED AND ADOPTED by the City Commission of the City of Livingston, Montana, this ____ day of August, 2021.

DOREL HOGLUND – Chair

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK – Recording Secretary

COURTNEY LAWELLIN – City Attorney

September 9, 2021

To: Livingston City Commissioners

Re: Resolution 4991

Fr: Livingston Parks & Trail Committee

At its 8/25/2021 meeting, the Parks & Trail Committee (PTC) voted unanimously in opposition of resolution 4991. Primary reasons for our collective opposition include:

1. The committee believes that this is not an issue that should be decided before the Trails & Active Transportation Plan is approved and adopted.
2. According to the provisions of the City-approved PTC Bylaws, PTC shall review undeveloped lots and city road rights-of-ways that may be priorities for retention and improvement for trails and parks. Further, PTC shall make recommendations to the Commission on all proposed lots or ROW abandonments prior to the Commission's decision on abandonment. Consequently, we are making this recommendation not to abandon this right of way because of its potential for use as a city trail corridor.
3. There were eight community members in attendance at the 8/25 PTC meeting. Seven spoke on this issue and all were adamantly opposed to the City giving this abandonment. They expressed opposition to the City giving up land and commented on the difficulty in anticipating future city needs, inability to control future uses of the property and precedent, among other issues.

PTC welcomes the opportunity to facilitate additional public input on this and any future city right-of-way abandonment and application for vacancy of public land prior to making a decision.

Thank you,

Rachael Jones
Vice Chair, Park & Trails Committee

File Attachments for Item:

B. PUBLIC HEARING RESOLUTION NO. 4992: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS THE AREA NORTH OF THE RAILROAD TRACKS BETWEEN THE RAILROAD TRACKS AND BENNETT AND GALLATIN STREETS.

RESOLUTION NO. 4992

A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS THE AREA NORTH OF THE RAILROAD TRACKS BETWEEN THE RAILROAD TRACKS AND BENNETT AND GALLATIN STREETS.

WHEREAS, Section 7-2-4501, Montana Code Annotated, authorizes annexation of wholly surrounded property; and

WHEREAS, the City Commission of the City of Livingston, Montana, has determined that it is in the best interest of the City that property be annexed into the City where the property is identified in the City’s Annexation Policy, and that the boundaries of the City of Livingston be extended to include the wholly surrounded property north of the railroad tracks, between the railroad tracks and Bennett and Gallatin Street as shown by Exhibit A, which are wholly surrounded by other property within the corporate limits of the City;

WHEREAS, Section 7-2-4501 deems property wholly surrounded by the city or town even though such tracts or parcels of land may be separated from such city or town by a street or other roadway, irrigation ditch, drainage ditch, stream, river, or a strip of unplatted land too narrow or too small to be platted; and

WHEREAS, the §7-2-4502 proscribes that protest of this annexation is not available to the annexation of wholly surrounded properties to be included in the territorial boundaries of the City.

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

It is the intent of the City Commission to annex wholly surrounded land more particularly described as:

AS S07, T02 S, R10 E, C.O.S. 1188, PARCEL B & S07, T02 S, R10 E, C.O.S. 2411RB, PARCEL C-1, LESS LEASE #501602 & S07, T02 S, R10 E, C.O.S. 1188, PARCEL B, S07, T02 S, R10 E, BENEFICIAL USE OF MRL R/WAY LEASE #500,164 IMPS ON ASSESSOR #39342 & S07, T02 S, R10 E, BENEFICIAL USE OF BN R/W LEASE #500,802 (IMPT ON 35961) LOCATED IN GOVT LOT 3 (REFERENCE PL 188) & MONTAGUE SUB,

Resolution No. 4992: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS THE AREA NORTH OF THE RAILROAD TRACKS BETWEEN THE RAILROAD TRACKS AND BENNETT AND GALLATIN STREETS.

S07, T02 S, R10 E, Lot 1-A, SD 336 & S07, T02 S, R10 E, LOT 1-B OF SD 336 IMPROVEMENTS ON BN R/W LEASE #BF79081 (BUILDING ON 39795) & MONTAGUE SUB, S07, T02 S, R10 E, LOTS 1-18 BLK 22; LOTS 1-12, POR LOT 13, LOTS 15-20 BLK 23; REMAINDER BLK 1 AS DESCRIBED AT R59-646. REF COS 1643 & MONTAGUE SUB, S07, T02 S, R10 E, BLOCK 23, Lot AJKBA, COS 91 (REF COS 1643) and as shown on the map attached as Exhibit A.

PASSED at a first reading by the Livingston City Commission, on August 17, 2021.

ATTEST:

FAITH KINNICK
Recording Secretary

PASSED ADOPTED AND FINALLY APPROVED, during a second reading by the Livingston City Commission this 21st day of September, 2021.

DOREL HOGLUND- Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney

Resolution No. 4992: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS THE AREA NORTH OF THE RAILROAD TRACKS BETWEEN THE RAILROAD TRACKS AND BENNETT AND GALLATIN STREETS.

PUBLIC NOTICE

NOTICE is hereby given, a public hearing will be conducted by the Livingston City Commission on Tuesday, September 21st, 2021, during a second reading of **RESOLUTION NO. 4992: entitled A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS THE AREA NORTH OF THE RAILROAD TRACKS BETWEEN THE RAILROAD TRACKS AND BENNETT AND GALLATIN STREETS**

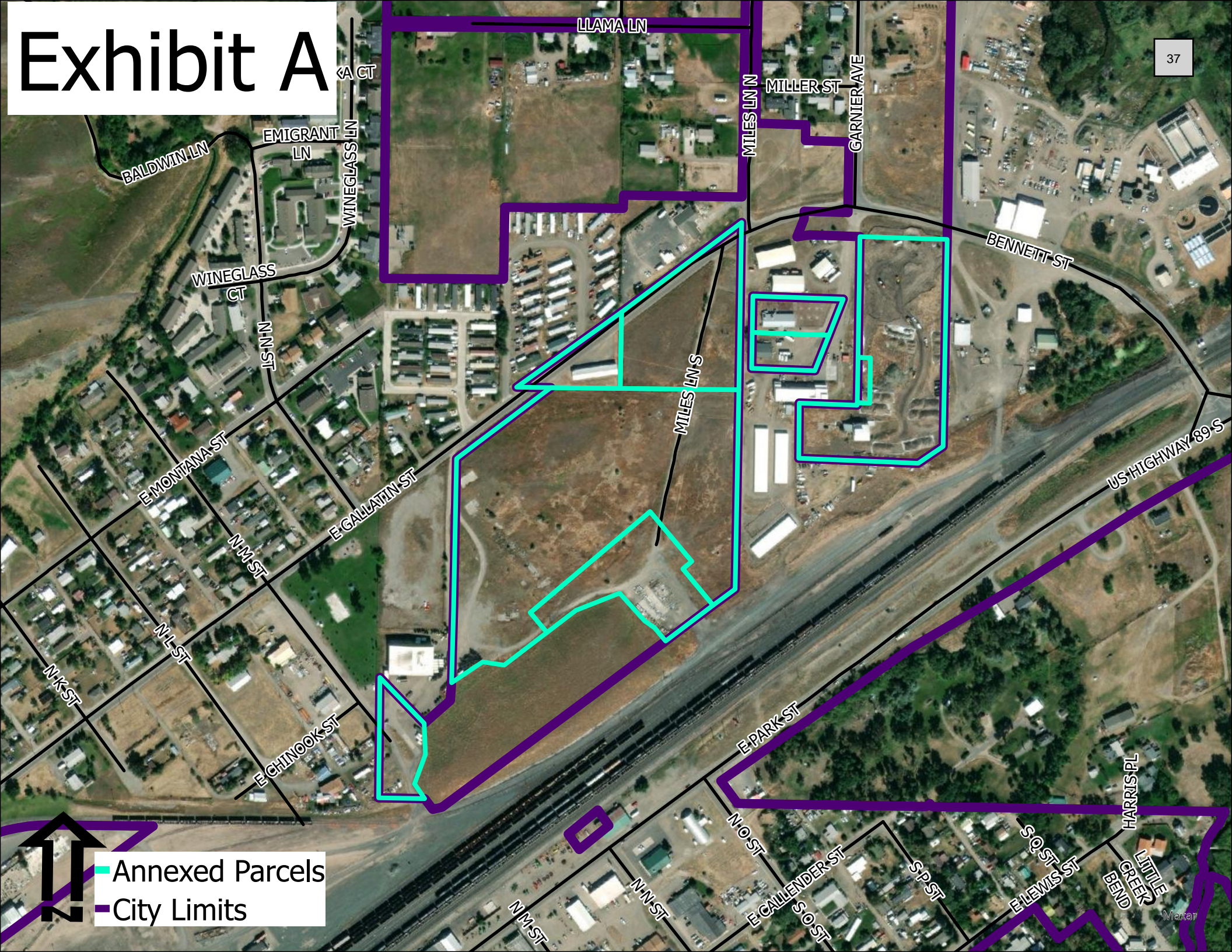
For additional information contact Faith Kinnick at (406) 823-6002.

Please publish Friday, August 20th, 2021 and September 3rd, 2021.

Mathieu Menard
City of Livingston
August 18, 2021

Resolution No. 4992: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS THE AREA NORTH OF THE RAILROAD TRACKS BETWEEN THE RAILROAD TRACKS AND BENNETT AND GALLATIN STREETS.

Exhibit A



↑ ↑
— Annexed Parcels
— City Limits

File Attachments for Item:

C. RESOLUTION NO. 4993: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS S18, T02 S, R10 E, LOT 10, W2SE4NW4NE4 AND THE UNDESCRIBED PARCEL TO THE EAST.

RESOLUTION NO. 4993

A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS S18, T02 S, R10 E, LOT 10, W2SE4NW4NE4 AND THE UNDESCRIBED PARCEL TO THE EAST.

WHEREAS, Section 7-2-4501, Montana Code Annotated, authorizes annexation of wholly surrounded property; and

WHEREAS, the City Commission of the City of Livingston, Montana, has determined that it is in the best interest of the City that property be annexed into the City where the property is identified in the City’s Annexation Policy, and that the boundaries of the City of Livingston be extended to include the wholly surrounded property legally described as S18, T02 S, R10 E, LOT 10, W2SE4NW4NE4 and the undescrbed parcel to the east as shown by Exhibit A, which are wholly surrounded by other property within the corporate limits of the City;

WHEREAS, Section 7-2-4501 deems property wholly surrounded by the city or town even though such tracts or parcels of land may be separated from such city or town by a street or other roadway, irrigation ditch, drainage ditch, stream, river, or a strip of unplatted land too narrow or too small to be platted; and

WHEREAS, the §7-2-4502 proscribes that protest of this annexation is not available to the annexation of wholly surrounded properties to be included in the territorial boundaries of the City.

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

It is the intent of the City Commission to annex wholly surrounded land more particularly described as:

S18, T02 S, R10 E, LOT 10, W2SE4NW4NE4 and the undescrbed parcel to the east as shown on the map attached as Exhibit A.

PASSED at a first reading by the Livingston City Commission, on August 17, 2021.

Resolution No. 4993: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS S18, T02 S, R10 E, LOT 10, W2SE4NW4NE4 AND THE UNDESCRIBED PARCEL TO THE EAST.

ATTEST:

FAITH KINNICK
Recording Secretary

**PASSED ADOPTED AND FINALLY APPROVED, during a second reading by the
Livingston City Commission this 21st day of September, 2021.**

DOREL HOGLUND- Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney

**Resolution No. 4993: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT
TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON
AND IS DESCRIBED AS S18, T02 S, R10 E, LOT 10, W2SE4NW4NE4 AND THE UNDESCRIBED
PARCEL TO THE EAST.**

PUBLIC NOTICE

NOTICE is hereby given, a public hearing will be conducted by the Livingston City Commission on Tuesday, September 21st, 2021, during a second reading of **RESOLUTION NO. 4993: entitled A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS THE AREA NORTH OF THE RAILROAD TRACKS BETWEEN THE RAILROAD TRACKS AND BENNETT AND GALLATIN STREETS**

For additional information contact Faith Kinnick at (406) 823-6002.

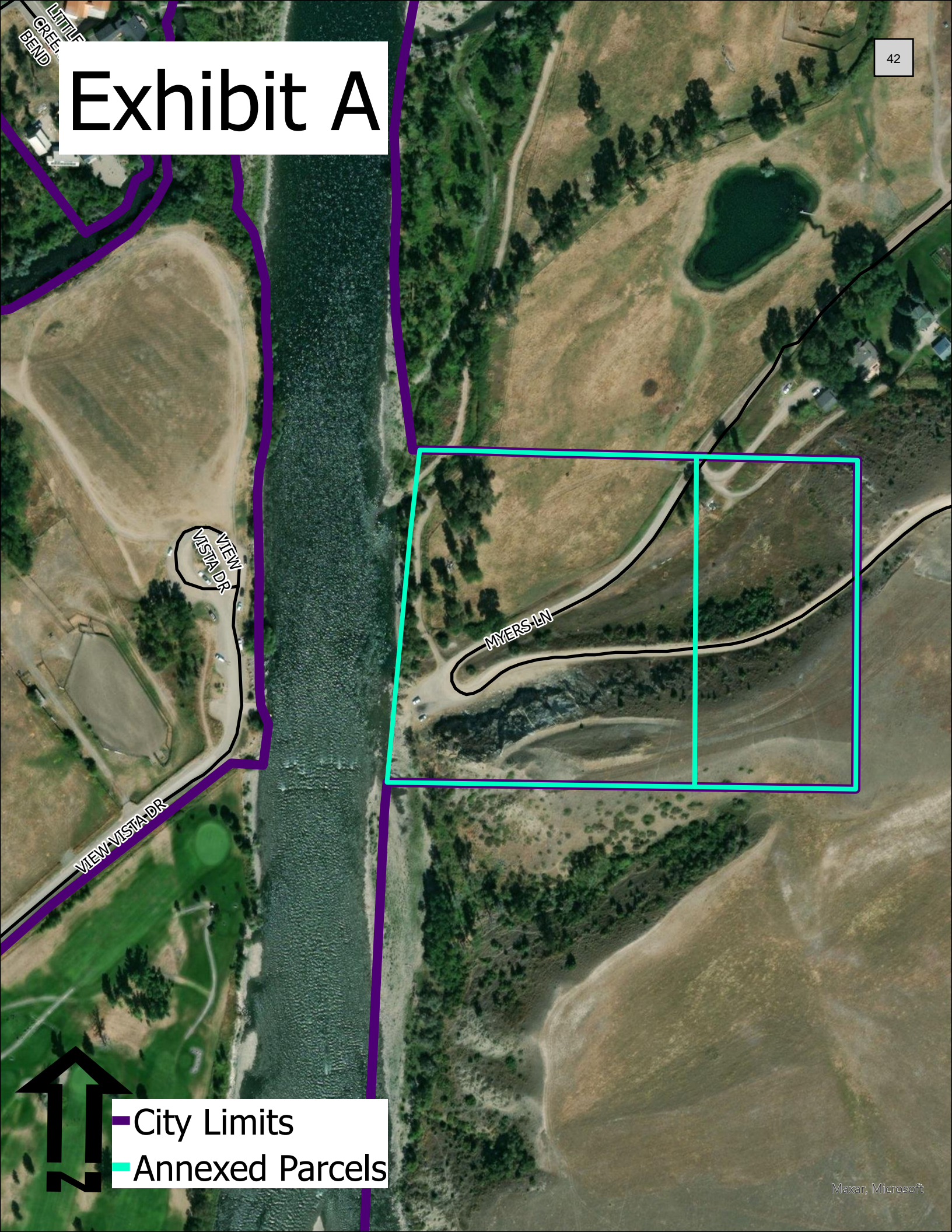
Please publish Friday, August 20th, 2021 and September 3rd, 2021.

Mathieu Menard
City of Livingston
August 18, 2021

Resolution No. 4993: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS S18, T02 S, R10 E, LOT 10, W2SE4NW4NE4 AND THE UNDESCRIBED PARCEL TO THE EAST.

LITTLE CREEK BEND

Exhibit A



City Limits
Annexed Parcels

File Attachments for Item:

D. PUBLIC HEARING RESOLUTION NO. 4994: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS 16 LOVES LANE.

RESOLUTION NO. 4994

A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS 16 LOVES LANE.

WHEREAS, Section 7-2-4501, Montana Code Annotated, authorizes annexation of wholly surrounded property; and

WHEREAS, the City Commission of the City of Livingston, Montana, has determined that it is in the best interest of the City that property be annexed into the City where the property is identified in the City’s Annexation Policy, and that the boundaries of the City of Livingston be extended to include the wholly surrounded property known as 16 Loves Lane as shown by Exhibit A, which are wholly surrounded by other property within the corporate limits of the City;

WHEREAS, Section 7-2-4501 deems property wholly surrounded by the city or town even though such tracts or parcels of land may be separated from such city or town by a street or other roadway, irrigation ditch, drainage ditch, stream, river, or a strip of unplatted land too narrow or too small to be platted; and

WHEREAS, the §7-2-4502 proscribes that protest of this annexation is not available to the annexation of wholly surrounded properties to be included in the territorial boundaries of the City.

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

It is the intent of the City Commission to annex wholly surrounded land more particularly described as:

ACREVILLE SUBDIVISION, S23, T02 S, R09 E, PLAT 49 IN SE4 and as shown on the map attached as Exhibit A.

PASSED at a first reading by the Livingston City Commission, on August 17, 2021.

ATTEST:

Resolution No. 4994: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS 16 LOVES LANE.

FAITH KINNICK
Recording Secretary

**PASSED ADOPTED AND FINALLY APPROVED, during a second reading by the
Livingston City Commission this 21st day of September, 2021.**

DOREL HOGLUND- Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney

**Resolution No. 4994: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT
TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON
AND IS DESCRIBED AS 16 LOVES LANE.**

PUBLIC NOTICE

NOTICE is hereby given, a public hearing will be conducted by the Livingston City Commission on Tuesday, September 21st, 2021, during a second reading of **RESOLUTION NO. XXXX: entitled A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS THE AREA NORTH OF THE RAILROAD TRACKS BETWEEN THE RAILROAD TRACKS AND BENNETT AND GALLATIN STREETS**

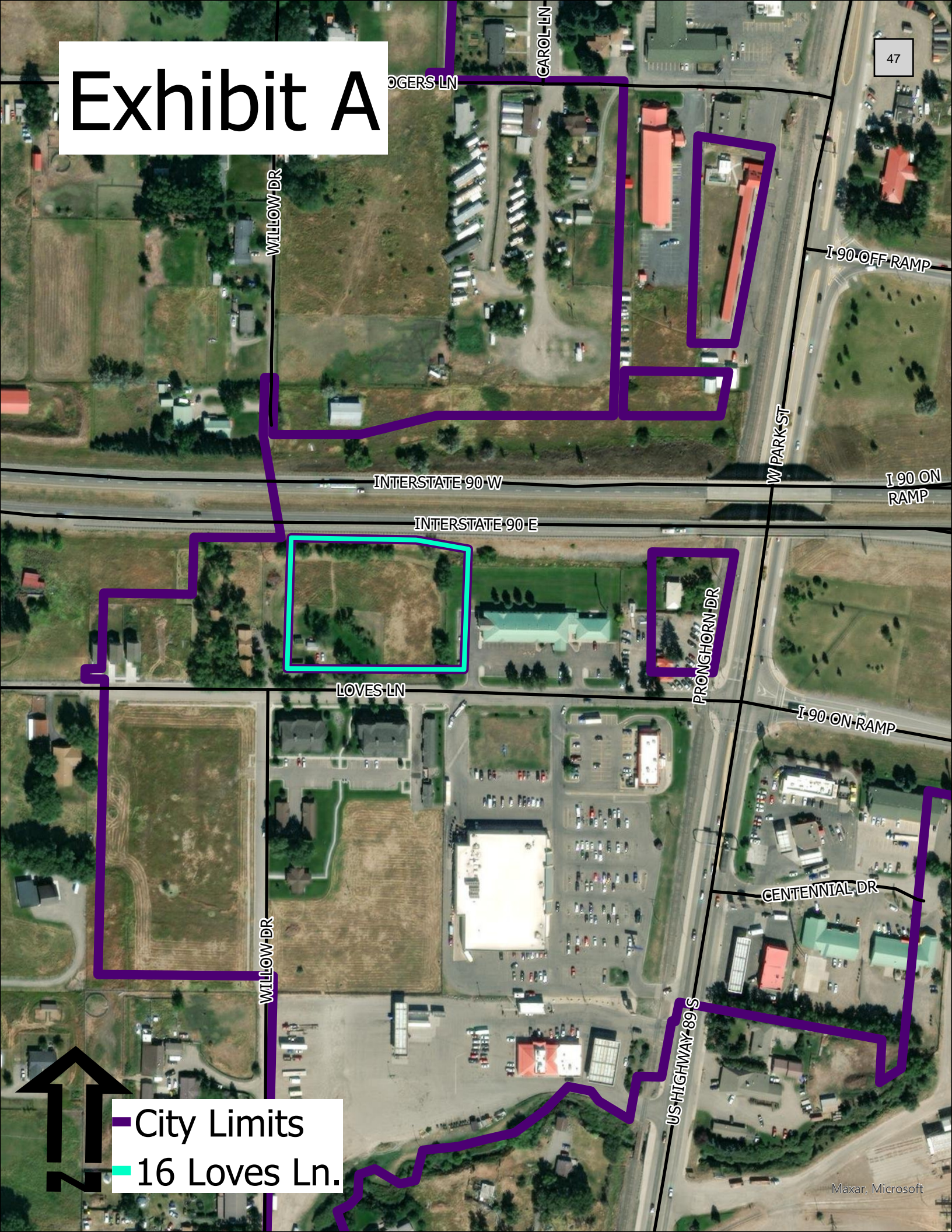
For additional information contact Faith Kinnick at (406) 823-6002.

Please publish Friday, August 20th, 2021 and September 3rd, 2021.

Mathieu Menard
City of Livingston
August 18, 2021

Resolution No. 4994: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ANNEX CERTAIN LAND WHICH IS WHOLLY SURROUNDED BY THE CITY OF LIVINGSTON AND IS DESCRIBED AS 16 LOVES LANE.

Exhibit A



47

OGERS LN

CAROL LN

WILLOW DR

I-90 OFF-RAMP

INTERSTATE 90-W

W PARK ST

I 90 ON RAMP

INTERSTATE 90-E

LOVES LN

PRONGHORN DR

I-90-ON-RAMP

WILLOW DR

CENTENNIAL DR

US HIGHWAY 89 S

City Limits
16 Loves Ln.

File Attachments for Item:

A. RESOLUTION NO. 4965: AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT APPROVING THE ASSIGNMENT OF DEVELOPMENT RIGHTS IN THE AGREEMENT BETWEEN YELLOWSTONE COMMUNITY PARTNERS LLC, AND HEADWATERS WALKING HORSE RANCH, LLC. AND THE CITY OF LIVINGSTON, MONTANA. TO HEART K LAND AND CATTLE COMPANY.

RESOLUTION NO. 4965

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON AUTHORIZING THE CITY MANGER TO SIGN AN AGREEMENT APPROVING THE ASSIGNMENT OF DEVELOPMENT RIGHTS IN THE AGREEMENT BETWEEN YELLOWSTONE COMMUNITY PARTNERS LLC, HEADWATERS WALKING HORSE RANCH LLC, AND THE CITY OF LIVINGSTON, TO HEART K LAND AND CATTLE COMPANY LLC.

WHEREAS, the City of Livingston annexed the property known as Yellowstone Preserve on December 18, 2006; and

WHEREAS, the City of Livingston approved a preliminary plat for the phased subdivision and zoned the property known as Yellowstone Preserve in 2007; and

WHEREAS, the City of Livingston approved a development agreement for the phased subdivision and zoned the property known as Yellowstone Preserve on September 20, 2007; and

WHEREAS, the Agreement attached hereto, requires the City’s approval for assignment of the rights in the development agreement to a new owner or developer which may not be unreasonably withheld; and

WHEREAS, the property sold and the development rights were assigned by Yellowstone Community Partners and Headwaters Walking Horse to Heart K, but the City’s approval was not sought at the time and Heart K is now requesting the approval of the assignment; 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 approval for the assignment of the September 20, 2007 Development Agreement to Heart K Land and Cattle Company LLC.

PASSED ADOPTED AND APPROVED, by the Livingston City Commission

this _____ day of _____, 2021.

DOREL HOGLUND- Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney

APPROVAL OF ASSIGNMENT OF DEVELOPMENT RIGHTS

COMES NOW CITY OF LIVINGSTON, MONTANA, and hereby approves the Assignment entered between Yellowstone Community Partners, LLC, and HKL&C, LLC on July 24, 2012, of the Development Rights, in the Agreement Between Yellowstone Community Partners, LLC, Headwaters Walking Horse Ranch, LLC, and City of Livingston, Montana, which was signed on September 20, 2007.

DATED this _____ day of _____, 2021.

CITY OF LIVINGSTON, MONTANA

By _____
MICHAEL J. KARDOES
Livingston City Manager



KNUCHEL & ODEN
P.C.

101 North E Street
P.O. Box 953
Livingston, MT 59047

Karl Knuchel
Eric T. Oden
Webster Crist

April 14, 2021

COURTNEY LAWELLIN
414 EAST CALLENDER
LIVINGSTON MT 59047

Re: Assignment of Development Rights, Plans, Plats and Other Rights

Dear Courtney:

Please find this letter a request for approval from the City for the Assignment of Development Rights, Plans, Plats and Other Right of the Agreement Between Yellowstone Community Partners, LLC, Headwaters Walking Horse Ranch, LLC, and City of Livingston, Montana, which was entered into on October 1, 2007. A copy of such Assignment is enclosed along with a document granting such approval. I believe the City has all the attachments. Also, I believe this was also submitted by Heart K's corporate managers in July of 2012.

If you should have any questions, please contact me.

Best wishes,

KARL KNUCHEL
Attorney at Law

KK/sh

Enclosures

*Hand delivered
4-16-21 @ 4:00pm*

APPROVAL OF ASSIGNMENT OF DEVELOPMENT RIGHTS, PLANS, PLATS AND OTHER RIGHTS

COMES NOW CITY OF LIVINGSTON, MONTANA, and hereby approves the Assignment entered between Yellowstone Community Partners, LLC, and HKL&C, LLC on July 24, 2012, of the Development Rights, Plans, Plats and Other Right of the Agreement Between Yellowstone Community Partners, LLC, Headwaters Walking Horse Ranch, LLC, and City of Livingston, Montana, which was enter into on October 1, 2007.

DATED this _____ day of _____, 2021.

CITY OF LIVINGSTON, MONTANA

By _____
LIVINGSTON CITY MANAGER

ASSIGNMENT OF DEVELOPMENT RIGHTS, PLANS, PLATS, AND OTHER RIGHTS

THIS ASSIGNMENT OF DEVELOPMENT RIGHTS, PLANS, PLATS, AND OTHER RIGHTS (this "Assignment") is made and entered into this 24 day of July, 2012, by and between YELLOWSTONE COMMUNITY PARTNERS, LLC, a Montana limited liability company (the "Assignor"); and HKL & C, LLC, a Montana limited liability company (the "Assignee").

RECITALS:

A. The Assignor, collectively with JMG Holdings, LLC, a Montana limited liability company, as Seller, entered into that certain (Land) Buy-Sell Agreement (the "Buy-Sell Agreement") with Mary Murfey, an individual, and The Hat Creek Co., Inc., an Ohio Corporation (collectively, the "Buyer"), dated June 20, 2012, as amended, for the purchase and sale of certain real property.

B. Buyer subsequently transferred and assigned unto Heart K Land & Cattle Co., Inc., a Montana corporation, and Heart K Land & Cattle Co., LLC, a Montana limited liability company (collectively, the "Assigned Buyer"), all of its rights, interests, obligations, duties and liabilities under the Buy-Sell Agreement and Assigned Buyer accepted and assumed the same.

C. The real property to be transferred by way of the Buy-Sell Agreement includes four (4) individual parcels collectively identified therein as Parcel I, which parcels are located in Sections 5, 7, and 8, Township 02 South, Range 10 East, P.M.M. and are further identified as Parcels 1, 2, 3, and 4 of Park County Certificate of Survey No. 2132 (collectively, the "Property").

D. Prior to entering into the Buy-Sell Agreement, Assignor obtained certain development approvals (the "Development Approvals") for the Property from the City of Livingston, Montana. Assignor commissioned the creation and/or production of certain plans, plats, engineering, and other documents in association with obtaining such development approvals. A list of all such documents is attached hereto and incorporated herein as Exhibit A.

E. Assignor desires to assign to Assignee, and Assignee desires to receive, Assignor's rights in, to and under the Development Approvals and any and all documents described in Exhibit A. Assigned Buyer, as the prospective owners of the Property, desire that all such rights be assigned to Assignee.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated in this Assignment as if fully set forth in this Paragraph 1.

2. Assignment. Assignor hereby assigns and transfers unto Assignee, Assignor's rights in, to and under those items listed on Exhibit A attached hereto, the Development Rights, and all other plats, plans, specifications, licenses, permits, drawings, designs, engineering materials and contracts, including without limitation, land development plans, construction plans, landscaping plans and irrigation plans, authorizations and permits (including wetland permits) issued by governmental entities or quasi-governmental entities, and any rights as to work product under any contracts with contractors, subcontractors and suppliers, including, without limitation, any claims and remedies against the preparer, provider, contractor or subcontractor who or which prepared or provided same to Assignor (the "Assigned Rights") to the extent such rights are assignable. Assignor makes no representations or warranties about the assignability of the Assigned Rights. Notwithstanding this Assignment, Assignor shall have the continued right as Assignor may deem necessary or appropriate to enforce the same and the obligations of any and all preparers, providers, contractors or subcontractors who or which prepared or provided same to Assignor.

3. Representations and Warranties. Assignor hereby represents the following to Assignee as of the date of this Assignment (a) all costs and expenses which might give rise to a mechanic's lien on the Property with respect to the foregoing Assigned Rights have been fully paid, and (b) the rights benefiting Assignor under the Assigned Rights have not been previously assigned, conveyed, pledged, hypothecated or otherwise alienated by Assignor.

4. MRL Agreement. Assignor has entered into an agreement with Montana Rail Link, Inc. (the "MRL Agreement") whereby Assignor agreed to reimburse Montana Rail Link for certain improvements to be made to a railroad crossing. The MRL Agreement is attached hereto as Exhibit B. Assignee assumes all liability and responsibility for fulfilling Assignor's obligations, including payment, under the MRL Agreement.

5. No Assumption of Obligations. Except as stated in paragraph 4, Assignee does not assume any duties or obligations of Assignor to be performed, paid or complied with under or with respect to any of the Assigned Rights, except to the extent such duties or obligations arise after the date Assignee acquires fee title to the Property from Assignor. Assignor shall indemnify, and defend by counsel reasonably acceptable to Assignee and hold harmless Assignee for, from and against any and all loss, cost, liability and expense (including, without limitation, reasonable attorney fees and costs) incurred by Assignee arising out of or in connection with a breach or nonperformance of Assignor's obligations under any instrument or right assigned hereunder, except to the extent such obligations arise after Assignee takes title to the Property and result from Assignee's actions.

6. Execution. This Assignment may be executed in one or more counterparts, all of which shall be but one Assignment and all of which shall have the same force and effect as if all parties hereto had executed a single copy. Either party may execute a counterpart of this Assignment and deliver the same to the other party by means of facsimile transmission, and any such counterpart so executed shall be binding and enforceable, to the same effect as if an original counterpart had been executed and delivered.

7. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

8. Interpretation. The paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. Whenever herein the singular number is in use, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. All parties have participated in the preparation of this Assignment and no construction of the terms hereof shall be taken against either as the one drafting this Assignment.

9. Governing Law. This Assignment shall be governed by the laws of the state of Montana.

10. Exhibits. Each of the exhibits attached to this Assignment is incorporated herein by reference. Any exhibit not available at the time this Assignment is executed shall be agreed upon, initialed and attached by the parties as soon after execution as it is practicable, but failure to attach any exhibit shall not affect the validity of this Assignment unless the parties are in material disagreement as to the contents of such exhibit.

11. Assigned Buyer's Consent. Assigned Buyer and Hat Creek execute this Assignment to acknowledge that they expressly consent to the assignment described herein. Assigned Buyer and Hat Creek execute this Assignment for no other reason.

[Remainder of page intentionally left blank]

[Signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

ASSIGNOR:

YELLOWSTONE COMMUNITY PARTNERS, LLC,
a Montana limited liability company

By: *David Hagan*
Name: David Hagan
Title: Vice President

ASSIGNEE:

HKL & C, LLC,
a Montana limited liability company

By: *Bryan A. Weber*
Bryan A. Weber, Member

By: *Mary V. Murfey*
Mary V. Murfey, Member

BUYERS:

HEART K LAND & CATTLE CO., INC.,
a Montana corporation

By: *Mary V. Murfey*
Mary V. Murfey, President

HEART K LAND & CATTLE CO., LLC,
a Montana limited liability company

By: *Bryan A. Weber*
Bryan A. Weber, Member

EXHIBIT A

[LIST OF DEVELOPMENT DOCUMENTS]

1. Developer's Agreement with the City of Livingston, titled "Agreement Between Yellowstone Community Partners, LLC, Headwaters Walking Horse Ranch, LLC, and City of Livingston, Montana, dated October 1, 2007, and all related documents.
2. All work created by Genesis Engineering, Inc. regarding the Yellowstone Preserve Project from 2005 through the date of closing.
3. All work created by Water Right Solutions, Inc. regarding the Yellowstone Preserve Project from 2005 through the date of closing.
4. All maps and diagrams of the property and the proposed Yellowstone Preserve Project.
5. All Preliminary Plat submittals and other development documents prepared in the development process.
6. All work created by Resource Technologies, Inc., regarding the Yellowstone Preserve Project from 2005 through the date of closing.
7. All other work created by any subcontractor or consultant for Yellowstone Community Partners, LLC regarding the Yellowstone Preserve Project from 2005 through the date of closing.
8. All agreements with Montana Rail Link regarding access easements.

1

**AGREEMENT BETWEEN YELLOWSTONE COMMUNITY PARTNERS, LLC,
HEADWATERS WALKING HORSE RANCH, LLC, AND CITY OF LIVINGSTON,
MONTANA**

THIS AGREEMENT is entered into on this 1st day of October, 2007, by and between YELLOWSTONE COMMUNITY PARTNERS, LLC, and HEADWATERS WALKING HORSE RANCH, LLC (herein "Developer"); and CITY OF LIVINGSTON, a Municipal Corporation, of 414 East Callender Street, Livingston, MT 59047 (herein the "City").

WHEREAS, Developer owns certain property formerly known as the Rustad Ranch in Sections 5, 7 and 8, Township 2 South, Range 10 East, Park County, Montana, lying northwesterly of the BNSF/MRL Right-of-Way, and southeasterly of the low water line of the Yellowstone River, as shown on Certificate of Survey No. 2132; and

WHEREAS, there is attached hereto as Exhibit A and incorporated herein as if the same were set out in full, a certified copy of the deed to the real property showing ownership of said real property to be in Developer's name, or, as the case may be, there is attached hereto and incorporated herein as if the same were set out in full, a copy of the deed to the above described

real property showing ownership in fee simple in someone other than Developer together with a notarized authorization, signed by the real property owner, authorizing Developer to act on behalf of said real property owner, and;

WHEREAS, Developer is developing its property as an urban mixed residential and commercial subdivision known as the Yellowstone Preserve Subdivision (hereinafter referred to as the "Subdivision" or "Development"), and has caused the property to be annexed into the City limits and subsequently zoned; and

WHEREAS, Developer submitted an application for preliminary plat approval containing draft plans for the Subdivision and related improvements which have been reviewed and approved by the City; and

WHEREAS, the City has granted preliminary plat approval for the Subdivision; and

WHEREAS, Developer desires to develop the Subdivision in phases, and has provided the City with a Master Land Use Plan that the City has reviewed and approved; and

WHEREAS, the purpose of this Agreement is to clarify the scope of the preliminary plat approval and provide for the completion of the Subdivision and related improvements in accordance therewith; and

WHEREAS, this Agreement is for the protection and surety of the City and the Developer, but not for the benefit of persons performing work for or providing materials to the Subdivision, or for persons buying lots in the Subdivision; and

WHEREAS, the mutual promises, covenants, and obligations contained in this Agreement are authorized by State law and the City Subdivision Regulations.

NOW, THEREFORE, the parties agree as follows:

1. TERM OF AGREEMENT. Pursuant to Section 76-3-610, MCA, the terms and conditions of this written Agreement and the approval of the preliminary plat shall extend for a period of fifteen (15) years from the date of preliminary plat approval for the Subdivision, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference.

2. PHASED DEVELOPMENT. The Development shall be constructed in phases as provided in the Phasing Plan approved by the City, attached hereto as Exhibit C and incorporated herein by this reference. The terms of this Agreement, the preliminary approval for the Development, and the subdivision regulations and zoning ordinances as written and adopted on the date of the City's notification to the Developer of the Subdivision application's sufficiency for review pursuant to per Section 76-3-604(2), MCA, shall apply individually to each phase shown on the plan as though each phase were a separate and independent development. In order to obtain the benefits of this Agreement, each phase must be commenced and completed within the 15-year term of this Agreement. The City hereby specifically acknowledges and agrees that Developer may apply for and obtain final plat approval for each phase upon execution of the Subdivision Improvements Agreement for that phase, and that no additional subdivision review fees will be imposed for any phase of the Subdivision. The City specifically agrees and acknowledges that the Developer may from time to time propose to modify, change the sequence of commencement or construction of, or delete any phase of the Development or a portion thereof, and that such modifications, changes, or deletions are not material and shall not be subject to further review and approval by the City unless such changes result in an increase in the number of phases within the Subdivision. If the City determines that such modifications, changes, or deletions require further review and approval by the City, such review and approval shall be conducted in accordance with the subdivision regulations and

zoning ordinances as written and adopted as of the date of the City's notification to the Developer of the Subdivision application's sufficiency for review pursuant to per Section 76-3-604(2), MCA,. Developer may, at its sole discretion, cease all further development after completing any phase of the Subdivision.

3. SUBDIVISION IMPROVEMENTS. Developer shall execute a separate Subdivision Improvements Agreement with the City for each phase of the Development for which the required improvements have not been installed prior to application for final plat approval for that phase in the form used by the City. As part of each Subdivision Improvements Agreement, Developer will provide or cause to be provided a bond or other reasonable security, in an amount and with surety and conditions satisfactory to the City, providing for and securing the construction and installation of the improvements. An estimate of the planned improvements for the first phase of the Subdivision and of the off-site improvements expected for the Subdivision as a whole, along with an estimate of associated costs and security for those improvements, is attached hereto as Exhibit D. Developer and the City further agreed that said improvements for each phase will be constructed on public rights-of-way or easements approved and accepted by the City as designed by the Developer's Engineer and approved by the Public Works Director in accordance with the subdivision regulations and zoning ordinances as written and adopted on the date of the City's notification to the Developer of the Subdivision application's sufficiency for review pursuant to per Section 76-3-604(2), MCA,. The Developer shall submit a letter to the Public Works Director upon completion of each phase of the Development, requesting that the City assume the responsibility for maintenance and operation of all public improvements constructed for that phase pursuant to the relevant Subdivision Improvements Agreement. All improvements required for each phase will be completed within

two (2) years from the effective date of the Subdivision Improvement Agreement for that phase. The City acknowledges that the individual developers and builders of each Lot within the mixed-use area delineated on Exhibit B are responsible for constructing and maintaining improvements beyond the back of curb to right-of-way (sidewalk, topsoil, sod, trees and irrigation) and are subject to all subdivision regulations and zoning ordinances as written and adopted on the date of the City's notification to the Developer of the Subdivision application's sufficiency for review pursuant to per Section 76-3-604(2), MCA.

4. LAND USE. The Subdivision shall be developed as a master-planned community as provided in the Master Land Use Plan approved by the City, attached hereto as Exhibit E and incorporated herein by this reference, with no additional subdivision review fees to be imposed for the Subdivision or any portion thereof. Developer shall have the right to develop the Subdivision with the land uses set forth in the Master Land Use Plan, the preliminary plat, the Annexation Agreement, and the zoning and any variances thereto approved by the City for the Development and in accordance with the subdivision regulations and zoning ordinances applicable to such uses as written and adopted on the date of the City's notification to the Developer of the Subdivision application's sufficiency for review pursuant to per Section 76-3-604(2), MCA,. A copy of the zoning ordinances and subdivision regulations as written and adopted by the City on the date of Developer's submittal of its application for preliminary plat approval for the Subdivision are attached hereto as Exhibits F and G, respectively. The City specifically agrees and acknowledges that the Developer may from time to time propose to make minor changes and adjustments to the Subdivision plat or Master Land Use Plan, including but not limited to changes or adjustments in lot configurations, number of lots, roads, areas for parks and open space, or the density or intensity of land uses, and that such minor changes and

adjustments are not material and shall not be subject to further review and approval by the City unless such changes or adjustments would result in a net increase in the total number of developable lots within the Subdivision. If the City determines that such changes or adjustments require further review and approval by the City, such review and approval shall be conducted in accordance with the subdivision regulations and zoning ordinances as written and adopted on the date of the City's notification to the Developer of the application's sufficiency for review pursuant to per Section 76-3-604(2), MCA.

5. UTILITIES. As set forth in the Annexation Agreement between Developer and the City of Livingston, attached hereto as Exhibit H and incorporated herein by this reference, the Development must obtain City sewer and water service for the Development. The City hereby agrees to provide adequate sewer and water capacity for any and all phases of the Development in accordance with this Agreement, and acknowledges that this Agreement constitutes a will-serve letter for such services.

(a) Construction of Utilities. Developer shall build and install all utility services for the Development in accordance with the applicable standards as written and adopted on the date of Developer's submittal of its application for preliminary plat approval for the Subdivision. Upon completion, the City shall accept ownership of the facilities and operate and maintain them. The City agrees to support Developer in obtaining river crossing permits from the State of Montana and shall provide temporary construction easements or permits as necessary to allow Developer to cross City property and connect utility facilities for the Development with the City's Waste Water Treatment Plant and water lines.

(b) Payback Agreement. The City has agreed in the Annexation Agreement that the City will enter into a Payback Agreement with the Developer providing for proportional

reimbursement to the Developer by the owners of adjacent benefited properties for the installation of the water main and sewer system trunk line extension to the East side of the Yellowstone River. The Payback Agreement will be negotiated and signed on, or before the date on which the Subdivision Improvements Agreement for the first phase of the Subdivision is signed..

6. CITY DUTIES AND RESPONSIBILITIES. Notwithstanding any other term or provision set forth in this Agreement, the City hereby agrees to the following duties and responsibilities:

(a) To operate and maintain all approved streets, alleys, service and roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-way or easements and which are presently within or subsequently annexed into the City limits;

(b) To operate and maintain all approved water lines, drainage lines, and sewer lines constructed under the terms of this Agreement in any public rights-of-way or easements and to provide water and sewer service to the Developer's property;

(c) To maintain non-pressure irrigation lines only where they cross City streets. All other maintenance of non-pressurized irrigation lines is the responsibility of the irrigation users;

(d) To maintain pressurized irrigation line in City-owned right-of-ways;

(e) To maintain and provide adequate water and sewer capacity to serve fullbuild out of the Development throughout the 15-yr period of this Agreement.

(f) To maintain street signs and street lights once installed and dedicated within the Development.

7. OPEN SPACE AND PARKS. The City acknowledges that the Development provides for sufficient land permanently set aside for park and recreational uses to meet the needs of the persons who will ultimately reside in the Development, that no parkland dedication of any kind is being made to City as part of the Development, that no additional dedication or cash-in-lieu for parkland fund will be imposed for any phase of the Subdivision, and that all open space and parkland within the Subdivision shall remain in private ownership. All open space and parkland installations, operation, and maintenance shall be the sole responsibility of the Developer or designated private association. Developer and City further agree that the Developer shall not make any payment, reservations, or dedications for public use in any open space or parkland area within the Subdivision, but shall keep all open spaces and parkland within the Subdivision open and available for the public to use and enjoy in perpetuity. The City acknowledges and agrees that the Developer may from time to time propose to make changes or adjustments in the areas designated for parks and open space to accommodate modifications in the Development such as lot modifications, road alignments, or changes to the density or intensity of land uses, and that such minor changes and adjustments to parks and open space areas are not material and shall not be subject to further review and approval by the City unless such changes result in a net increase in the total number of developable lots within the Subdivision or a net decrease in the total acreage of open space and parkland required by state law on the date of the City's notification to the Developer of the Subdivision application's sufficiency for review pursuant to per Section 76-3-604(2), MCA,. If the City determines that such changes or adjustments require further review and approval by the City, such review and approval shall be conducted in accordance with the subdivision regulations and zoning

ordinances as written and adopted on the date of the City's notification to the Developer of the Subdivision application's sufficiency for review pursuant to per Section 76-3-604(2), MCA.,

8. FINAL PLAT APPROVAL AS CONDITION. The obligations of the City and Developer set forth herein, including but not limited to the requirement to construct the subdivision improvements as set forth in the Subdivision Improvements Agreements executed for any phase of the Development, are specifically conditioned upon and shall arise only upon approval and recordation of the final plat of the Subdivision, or any phase thereof, by the City.

9. EXTENSION OF DEADLINES. If any obligation or right hereunder has not been completed within fifteen (15) years of preliminary plat approval for the Development, and the Developer has otherwise actively and in good faith performed and met its obligations under this Agreement, the City agrees to allow Developer to request extensions of this Agreement, limited to two years for each extension, and City further agrees not to unreasonably withhold approval of such extensions.

10. SECURITY. To secure the performance of its obligations under this Agreement, in lieu of the actual installation of required improvements before recording of the final plat for any given phase, the Developer will deposit with the City, on or before approval and recordation of the final plat for a given phase, an irrevocable letter of credit or other financial security in form acceptable to the City for that phase in the amount of the estimated cost of the improvements to be installed during that phase pursuant to its final plat.

11. COMPLIANCE WITH LAW. Notwithstanding any provision of this Agreement to the contrary, Developer and City specifically agree and acknowledge that in meeting its obligations hereunder, Developer shall be required to comply with all relevant subdivision

regulations and zoning ordinances as written and adopted on the date of preliminary plat approval, except as otherwise previously waived by the City.

12. INDEMNIFICATION. Developer agrees to indemnify and hold the City harmless for and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of obligations under this Agreement. Developer is not an employee or agent of the City.

13. AMENDMENT OR MODIFICATION. The Parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the City and Developer.

14. ATTORNEY'S FEES. Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, is entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator or mediator awards relief to both parties, each will bear its own costs in their entirety.

15. THIRD PARTY RIGHTS. No person or entity who is not party to this Agreement has any right of action under this Agreement.

16. SCOPE. The Agreement constitutes the entire agreement between the parties and no statement, promise or inducement that is not contained in this Agreement is binding on the parties.

17. TIME. For the purpose of computing the time periods, times in which war, civil disasters, acts of God or extreme weather conditions occur, will not be included to the extent that such events prevent Developer or the City from performing their respective obligations under this Agreement.

18. ASSIGNMENT. The benefits of this Agreement to Developer may not be assigned without the express written approval of the City. Such approval may not be withheld unreasonably, but any unapproved assignment is void. There is no prohibition on the right of the City to assign its rights under this Agreement. The City will release Developer's original letter of credit if it accepts a new security from any Subdivider or Lender who obtains the property. However, no action by the City constitutes a release of Developer from its liability under this Agreement.

19. SEVERABILITY. If any part, term or provision of this Agreement is held by the courts to be illegal, the illegality shall not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision were never part of the Agreement.


20. WAIVER. The failure of the Developer or the City to enforce any right, provision, obligation, or restriction set forth in this Agreement shall not constitute a waiver of the right of the Developer or City to enforce such right, provision, obligation, or restriction in the future.

DATED this 20 day of September, 2007.

CITY OF LIVINGSTON

By: 
Its: City Manager

YELLOWSTONE COMMUNITY PARTNERS, LLC.

By: 
Its: Representative

HEADWATERS WALKING HORSE RANCH,
LLC.

By: 
Its Representative

INDEX OF EXHIBITS

A – DEED

B – PLAT and CONDITIONS OF APPROVAL

C – PHASING PLAN

D -- ESTIMATE OF INITIAL SUBDIVISION IMPROVEMENTS, COSTS AND SECURITY

E – MASTER LAND USE PLAN

F – CITY OF LIVINGSTON ZONING ORDINANCE AS WRITTEN AND ADOPTED BY THE CITY AS OF AUGUST 1, 2007.

G – CITY OF LIVINGSTON SUBDIVISION REGULATIONS AS WRITTEN AND ADOPTED BY THE CITY AS OF AUGUST 1 , 2007.

H -- ANNEXATION AGREEMENT

**SCHEDULE A-4
DESCRIPTION**

Lots One (1), Two (2) and Eight (8), Southeast Quarter of the Northeast Quarter (SE1/4NE1/4), Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of Section (5) and all that portion of the following described tracts of land lying East of the Yellowstone River and North of the Right-of-way of the Northern Pacific Railway Company, to-wit: Lots One (1) and Two (2) of Section Seven (7); the West Half of the Northwest Quarter (W1/2NW1/4), the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), of Section Eight (8); and Lots Three (3) and Four (4), the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of Section (5), all in Township Two (2) South of Range Ten (10) East, Montana Principal Meridian, Park County Montana.

That portion of the Southeast Quarter of Southeast Quarter (SE1/4SE1/4 of Section Five (5), in Township Two (2) South of Range Ten (10) East of the Montana Principal Meridian, lying northwesterly of a line parallel with and distant two hundred (200) feet northwesterly, measured at right angles, from the center line of the main track of the Northern Pacific Railway Company as now constructed and operated across said Southeast Quarter of Southeast Quarter (SE1/4SE1/4) of Section Five (5).

Lot One (1) of Section Five (5), in Township Two (2) South, of Range Ten (10) East of the Montana Principal Meridian.

(Deed Reference: Volume 103 of Deeds, Page 12)

End of Schedule A-4

Return to:
Headwaters Walking Horse Ranch, LLC
Yellowstone Community Partners, LLC
P.O. Box 1444
Wilson, WY 83014

NOT: 224 PAGE 437

AT&E 49-6872

329154 Fee: \$ 28.00 Roll 224 Pg.437-440
PARK COUNTY Recorded 09/19/2005 At 02:37 PM
Denise Nelson, Clk & Rodr By MB
Return to: HEADWATERS WALKING HORSE RANCH
PO BOX 1444 WILSON, WY 83014

WARRANTY DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this 14 day of Sept, 2005 RUSTAD RANCH, a Montana corporation, of 84 Rustad Lane, Livingston, MT 59047, hereinafter called the Grantor, hereby grants unto HEADWATERS WALKING HORSE RANCH, LLC, as to an undivided 20% interest; and YELLOWSTONE COMMUNITY PARTNERS, LLC, as to an undivided 80% interest, both of P.O. Box 1444, Wilson, WY 83014, hereinafter called the Grantees, the following described real estate situated in the County of Park, State of Montana, more particularly described as follows, to wit:

Lots 1, 2, and 8, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, and all that portion of the following described tracts of land lying East of the Yellowstone River and North of the right-of-way of the Northern Pacific Railway Company, to wit: Lots 1 and 2 of Section 7; W $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 8; and Lots 3 and 4, SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, all in Township 2 South of Range 10 East, Montana Principal Meridian, Park County, Montana.

That portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, in Township 2 South, Range 10 East, of the Montana Principal Meridian, lying northwesterly of a line parallel with and distant 200 feet northwesterly measured at right angles, from the center line of the main track of the Northern Pacific Railway Company as now constructed and operated across said SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5.

Lot 1 of Section 5, in Township 2 South, of Range 10 East of the Montana Principal Meridian.
(Deed Reference: Volume 103 of Deeds, Page 12)

TOGETHER with all beneficial easements, tenements, hereditaments, appurtenances, mineral rights, water rights, and/or water ditches, if any, thereunto belonging.

TO HAVE AND TO HOLD the same, unto the said Grantees, and to their successors and assigns, FOREVER;

SUBJECT, HOWEVER, to:

- (1) Easements, restrictions, and reservations of record or obvious from a visual inspection of the premises;
- (2) All building, use, zoning, sanitary and environmental restrictions;
- (3) Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records;
- (4) Unpatented mining claims, reservations or exceptions in patents;
- (5) Memorandum and Agreement recorded October 20, 1939 in Volume 20 of Miscellaneous Records, Page 478;
- (6) Notice of an easement for ingress and egress contained in Lease recorded March 25, 1944, in Book/Roll 23 of Miscellaneous Records, Page 310;
- (7) Unrecorded lease between Rustad Ranch and Norbert D. Herauf, of Herauf Concrete;
- (8) Notice of Easement for public roads, contained in Deed recorded March 5, 1946, in Volume 74 of Deeds, Page 142;
- (9) Lease recorded August 10, 1953, in Volume 29 of Misc. Records, Page 572; and Sub-lease thereof recorded August 10, 1953, in Volume 29 of Misc. Records, page 569;
- (10) Easement for State highway recorded February 4, 1954, in Volume 88 of Deeds, page 475;
- (11) Notice of Easement for public roads contained in Deed recorded March 5, 1946, in Volume 74 of Deeds, Page 143;
- (12) Deed, Assignment and Bill of Sale recorded August 11, 1958, in Roll 97, Page 1, and notice of unrecorded Lease dated April 1, 1957, contained therein;

- (13) Easement for public road recorded June 30, 1931, in Volume 61 of Deeds, page 435;
- (14) Easement for construction of a State highway, recorded March 15, 1934, in Volume 63 of Deeds, page 204;
- (15) Easement for highways recorded March 15, 1934, in Volume 63 of Deeds, page 208;
- (16) Easement for canal and matters incidental thereto granted to State Water Conservation Board, recorded July 24, 1936, in Volume 66 of Deeds, Page 25;
- (17) Easement for construction of a public highway recorded June 30, 1954, in Volume 89 of Deeds, page 241;
- (18) Easement for a public highway recorded December 11, 1979, in Roll 28, Page 1456;
- (19) Easement for a public highway recorded January 11, 1980, in Roll 29, Page 301;
- (20) Easement for a public highway recorded January 11, 1980, in Roll 29, Page 304;
- (21) Easement for state highway recorded February 4, 1954, in Volume 88 of Deeds, Page 475;
- (22) Easement for an irrigating ditch or canal recorded March 19, 1918, in Volume 42 of Deeds, page 205;
- (23) Easement for a water ditch recorded January 25, 1923, in Volume 55 of Deeds, page 216;
- (24) Easement for a state highway recorded June 4, 1931, in Volume 61 of Deeds, Page 412;
- (25) Notice of easement for public roads, ditches and canals contained in Warranty Deed recorded October 11, 1961, in Volume 103 of Deeds, Page 12;

- (26) Questions of title and of public access, recreation and portage to land lying within the banks of any stream up to the mean high water line, as such banks exist either now or in the future, or as such banks existed in the past, title to which will not be warranted by Grantor;
- (27) Taxes and assessments for 2005 and subsequent years; and
- (28) Lack of a right of access to and from said land.

EXCEPT with reference to items referred to in paragraphs (1) through (28) above, this Deed is given with the usual covenants expressed in §30-11-110, Montana Code Annotated.

IN WITNESS WHEREOF, the Grantor has set its hand hereto, by its duly authorized officer, the day and year first above written.

RUSTAD RANCH
A Montana Corporation

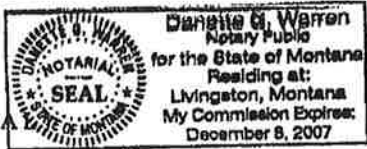
By: *Bernard Rustad*
BERNARD RUSTAD, Its President

STATE OF MONTANA)
 : ss.
County of Park)

THIS INSTRUMENT was acknowledged before me, on this 14 day of September, 2005, by Bernard Rustad, as President of Rustad Ranch, a Montana corporation, Grantor above-named.

Danette G. Warren

(Printed Name)



(S E A)

NOTARY PUBLIC for the State of MT
Residing at Livingston, MT
My Commission expires: 12/08/2007

DANETTE G. WARREN

REALTY TRANSFER RECEIVED

RESOLUTION NO. 3809

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ANNEXING BY THE PETITION OF YELLOWSTONE COMMUNITY PARTNERS, L.L.C., AND HEADWATERS WALKING HORSE RANCH, L.L.C., CERTAIN LAND CONTIGUOUS TO THE CITY OF LIVINGSTON, MONTANA, DESCRIBED AS BEING ALL OF SECTIONS 5, 7 & 8 OF TOWNSHIP 2 SOUTH, RANGE 10 EAST, PARK COUNTY, MONTANA, LYING NORTHWESTERLY OF THE MONTANA RAIL LINK (BNSF) RIGHT-OF-WAY AND SOUTHEASTERLY OF THE LOW WATER LINE OF THE YELLOWSTONE RIVER, DESCRIBED BY EXHIBIT A.

WHEREAS, 7-2-4301 Montana Code Annotated (MCA) authorizes annexation of land which is contiguous to the City of Livingston; and

WHEREAS, the Yellowstone Community Partners, L.L.C., and Headwaters Walking Horse Ranch, L.L.C., the owners of certain real property commonly known as the Rustad Ranch, being described as all of Sections 5, 7, & 8 of Township 2 South, Range 10 East Park County, Montana, lying northwesterly of the MRL (BNSF) right-of-way and southeasterly of the low water line of the Yellowstone River and more particularly described by Attachment A which is incorporated by this reference as though fully set forth herein have petitioned the City to be annexed into the City of Livingston; and

WHEREAS, the City of Livingston and Yellowstone Community Partners, LLC and Headwaters Walking Horse Ranch have entered into an Annexation Agreement for planning the provision of municipal services and to provide general guidelines for the urban development of the property, as well as specifying the obligations of the respective parties; and

WHEREAS, after due notice a public hearing on Resolution No. 3794 was held on the 18th day of December, 2006.

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

The City Commission hereby annexes by petition the property owned by Yellowstone Community Partners, L.L.C. and Headwaters Walking Horse Ranch, L.L.C. , described as being

Resolution No 3809
Annexing property described as being all of Sections 5, 7, & 8 of Township 2 South, Range 10 East, Park County, Montana, lying northwesterly of the MRL (BNSF) right-of-way and southeasterly of the low water line of the Yellowstone River
Page 1

all of Sections 5, 7, & 8 of Township 2 South, Range 10 East Park County, Montana, lying northwesterly of the MRL (BNSF) right-of-way and southeasterly of the low water line of the Yellowstone River and further described by Exhibit A attached hereto.

18th PASSED AND ADOPTED by the City Commission of the City of Livingston, this day of December, 2006.




STEVE CALDWELL - Chairman

ATTEST:




PAM PAYOVICH
Recording Secretary

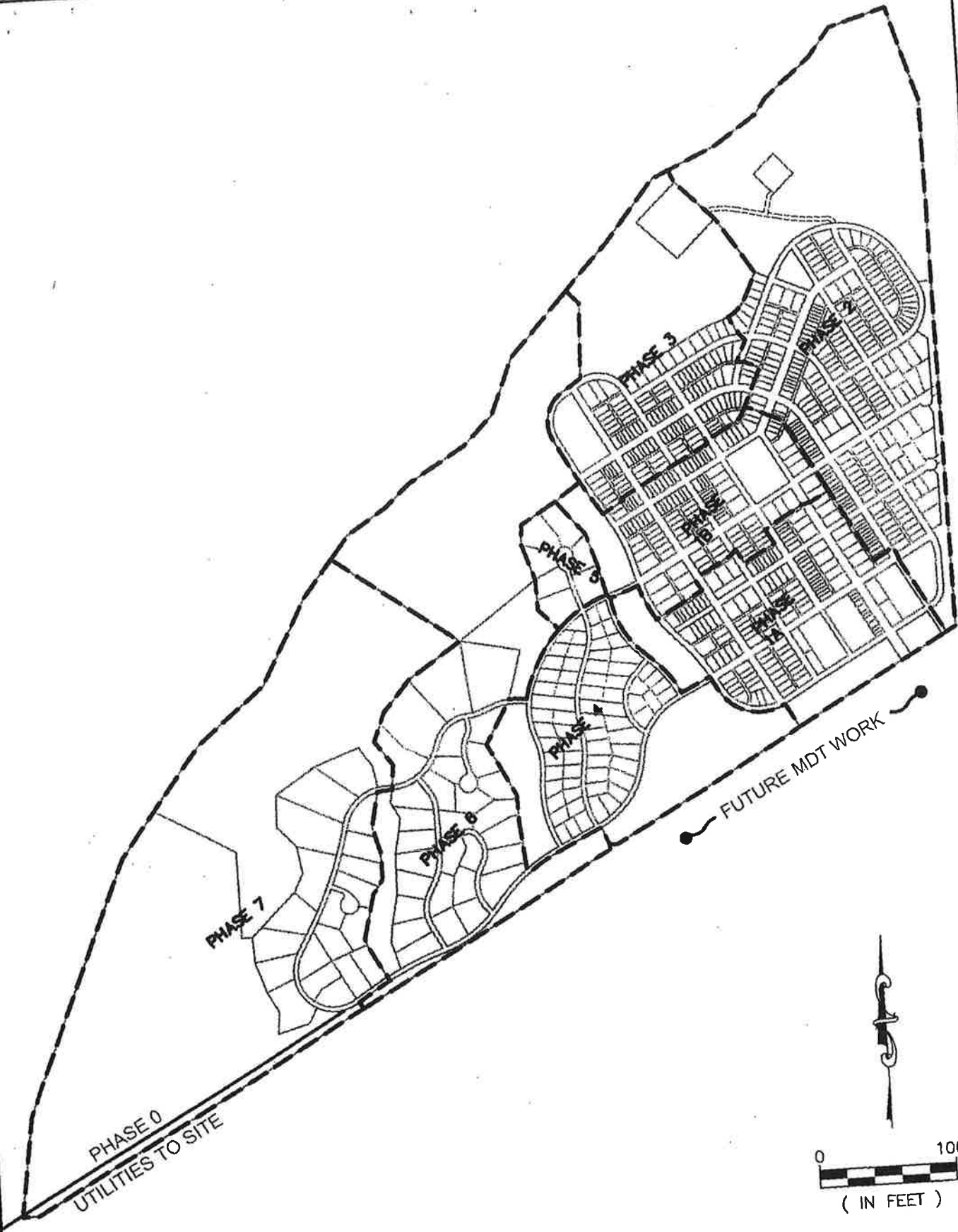
APPROVED AS TO FORM:



BRUCE E. BECKER
City Attorney

City of Livingston
I hereby certify that this is a full, true and correct copy of the original now on file and of record in my office.
Witness my hand and seal this 20th day of December, 2006.
By: 
Pam Payovich, Recording Secretary

Resolution No 3809
Annexing property described as being all of Sections 5, 7, & 8 of Township 2 South, Range 10 East, Park County, Montana, lying northwesterly of the MRL (BNSF) right-of-way and southeasterly of the low water line of the Yellowstone River
Page 2



MORRISON MAIERLE, INC.
An Employee-Owned Company

Engineers
Surveyors
Scientists
Planners
901 Technology Blvd.
Bozeman MT 59718
Phone: (406) 587-0721
Fax: (406) 587-1176

DRAWN BY: JRM
CHK'D BY: CMW
APPR. BY: CMW
DATE: 07/2007

LIVINGSTON YELLOWSTONE PRESERVE MT
PHASING DIAGRAM

PROJECT NO.
4180.001
FIGURE NUMBER



YELLOWSTONE PRESERVE

Preliminary Phasing 0, 1A, 4 & 5 Construction Cost Estimate

SCENARIO 1

Total Construction Costs - Phase 0

	TOTAL
Park Street Water Line Loop	\$614,055
Site Soil Handling/Cleanup	\$515,625
River Crossing	\$1,725,807
Sewer Forcemain	\$784,344
Application Fees	\$105,425
Subtotal	\$3,745,256
TOTAL	\$3,745,255.73

Total Construction Costs - Phase 1A

	TOTAL
Excavation, Site Grading & Stormwater	\$3,198,416
Road Construction - Phase 1A	\$2,020,813
Water - Phase 1A	\$751,800
Gravity Sewer - Phase 1A	\$661,550
Miscellaneous Utilities - Phase 1A	\$600,400
Subtotal	\$7,649,715
10% Contingency	\$723,298
TOTAL	\$7,649,714.98

Total Construction Costs - Phase 4

	TOTAL
Excavation & Site Grading & Storm	\$132,750
Road Construction - Phase 4	\$237,200
Water - Phase 4	\$306,300
Gravity Sewer - Phase 4	\$396,600
Miscellaneous Utilities - Phase 4	\$209,000
Subtotal	\$1,281,850
10% Contingency	\$128,185
TOTAL	\$1,410,035.44

Total Construction Costs - Phase 5

	TOTAL
Excavation, Site Grading & Storm	\$22,550
Road Construction - Phase 5	\$20,661
Water - Phase 5	\$24,050
Gravity Sewer - Phase 5	\$32,300
Miscellaneous Utilities - Phase 5	\$17,100
Subtotal	\$116,661
10% Contingency	\$11,666
TOTAL	\$128,327.64

Total Construction Costs

	TOTAL
Phase 0 Costs	\$3,745,256
Excavation, Site Grading & Storm	\$3,353,716
Road Construction	\$2,278,675
Water	\$1,082,150
Gravity Sewer	\$1,090,450
Miscellaneous Utilities	\$826,500
Subtotal	\$12,376,747
10% Contingency	\$863,149
TOTAL	\$13,239,896.19

* MDT, NWE, PROPANE AND ALL LANDSCAPING EFFORTS/CONSTRUCTION ARE NOT INCLUDED



YELLOWSTONE PRESERVE
Preliminary Phasing 1, 2, 3,6, & 7 Construction Cost Estimate

SCENARIO 2

Total Construction Costs - Phase 1B

	TOTAL
Excavation, Site Grading & Storm	\$77,280
Road Construction - Phase 1B	\$783,092
Water - Phase 1B	\$356,650
Gravity Sewer - Phase 1B	\$267,720
Miscellaneous Utilities - Phase 1B	\$212,800
Subtotal	\$1,697,542
10% Contingency	\$169,754
TOTAL	\$1,867,295.80

Total Construction Costs - Phase 2

	TOTAL
Excavation, Site Grading & Storm	\$77,280
Road Construction - Phase 2	\$1,558,661
Water - Phase 2	\$727,750
Gravity Sewer - Phase 2	\$584,920
Miscellaneous Utilities - Phase 2	\$463,600
Subtotal	\$3,412,211
10% Contingency	\$341,221
TOTAL	\$3,753,432.08

Total Construction Costs - Phase 3

	TOTAL
Excavation, Site Grading & Storm	\$77,280
Road Construction - Phase 3	\$795,486
Water - Phase 3	\$352,600
Gravity Sewer - Phase 3	\$415,900
Miscellaneous Utilities - Phase 3	\$209,000
Subtotal	\$1,850,266
10% Contingency	\$185,027
TOTAL	\$2,035,292.44

Total Construction Costs - Phase 6

	TOTAL
Excavation, Site Grading & Storm	\$86,800
Road Construction - Phase 6	\$181,886
Water - Phase 6	\$213,600
Gravity Sewer - Phase 6	\$315,200
Miscellaneous Utilities - Phase 6	\$155,800
Subtotal	\$953,286
10% Contingency	\$95,329
TOTAL	\$1,048,614.80

Total Construction Costs - Phase 7

	TOTAL
Excavation, Site Grading & Storm	\$86,800
Road Construction - Phase 7	\$95,173
Water - Phase 7	\$132,900
Gravity Sewer - Phase 7	\$150,900
Miscellaneous Utilities - Phase 7	\$95,000
Subtotal	\$560,773
10% Contingency	\$56,077
TOTAL	\$616,850.30

Total Construction Costs

	TOTAL
Excavation, Site Grading & Storm	\$405,440
Road Construction	\$3,414,298
Water	\$1,783,500
Gravity Sewer	\$1,734,640
Miscellaneous Utilities	\$1,136,200
Subtotal	\$8,474,078
10% Contingency	\$847,408
TOTAL	\$9,321,485.42

* MDT, NWE, PROPANE AND ALL LANDSCAPING EFFORTS/CONSTRUCTION ARE NOT INCLUDED

File Attachments for Item:

B. RESOLUTION NO. 5000: RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AND APPLY FOR GRANT WITH MT DNRC WITH AND AUTHORIZATION FOR MATCHING FUNDS.

RESOLUTION NO. 5000

A RESOLUTION BY THE CITY OF LIVINGSTON CITY COMMISSION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY (WATERSHED PROTECTION DIVISION), COMMITMENT OF NEEDED FUNDS AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO REQUIRED CONTRACTS FOR GRANT FUNDS TO COMPLETE CLEAN UP AND WATER QUALITY PROTECTION ACTIVITIES AT THE LIVINGSTON LAGOON LOCATED ON RIVER DRIVE.

WHEREAS, the City of Livingston is applying to the Montana Department of Environmental Quality for financial assistance from the Watershed Protection Division under the 319 Nonpoint Source Project Program to complete clean up and water quality protection activities in the Livingston Lagoon which impacts Fleshman Creek and the Yellowstone River drainage and run off;

WHEREAS, the City of Livingston, has the legal jurisdiction and authority to construct, finance, operate and maintain the City Lagoon;

THAT the, the City of Livingston agrees to comply with all applicable parts of and grant requirements, as well as with other applicable federal laws and regulations, and all state laws and regulations and the requirements described in the DEQ Application Guidelines and those that are described in the DEQ Grant Administration Manual;

WHEREAS, the City of Livingston commits needed funds in an amount sufficient to complete the project as outlined in the DEQ application in the amount required of 40% of project cost;

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

The Livingston City Commission hereby authorizes the City Manager to submit this application to the Montana Department of Environmental Quality, on behalf of the City of Livingston, and to act on its behalf and to provide such additional information as may be required and further;

That the Livingston City Commission, additionally authorizes the City Manager or designee to enter into any contracts or agreements required by Montana Department of Environmental Quality for grant funding.

PASSED, APPROVED AND ADOPTED, this _____ day of _____, 2021.

DOREL HOGLUND, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

COURTNEY LAWELLIN
City Attorney

File Attachments for Item:

C. RESOLUTION NO. 5001: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, TO ANNEX CERTAIN LAND ON PETITION BY MONTANA 40 ACRE, LLC.

RESOLUTION NO. 5001

A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, TO ANNEX CERTAIN LAND ON PETITION BY MONTANA 40 ACRE, LLC.



WHEREAS, Section 7-2-4601, Montana Code Annotated, authorizes annexation of land by petition; and

WHEREAS, the City Commission of the City of Livingston, Montana, has determined that it is in the best interest of the City that property be annexed into the City where the property is identified in the City’s Annexation Policy, and that the boundaries of the City of Livingston be extended to include the wholly surrounded property legally described as Tracts 4 & 5 of Certificate of Survey No. 564, located in the SW1/4 of Section 4, the SE1/4 of Section 5, the NE1/4 of Section 8, and the NW1/4 of Section 9, Township Two South (T02S), Range Ten East (R10E), as shown by Exhibit A;

WHEREAS, Section 7-2-4601 the owner of more than 50% of the area to be annexed has petitioned the City for inclusion within the City; and

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

It is the intent of the City Commission to annex land more particularly described as:

Tracts 4 & 5 of Certificate of Survey No. 564, located in the SW1/4 of Section 4, the SE1/4 of Section 5, the NE1/4 of Section 8, and the NW1/4 of Section 9, Township Two South (T02S), Range Ten East (R10E), and as shown on the map attached as Exhibit A.

**PASSED ADOPTED AND FINALLY APPROVED, during a reading by the
Livingston City Commission this 21th day of September, 2021.**

DOREL HOGLUND- Chair

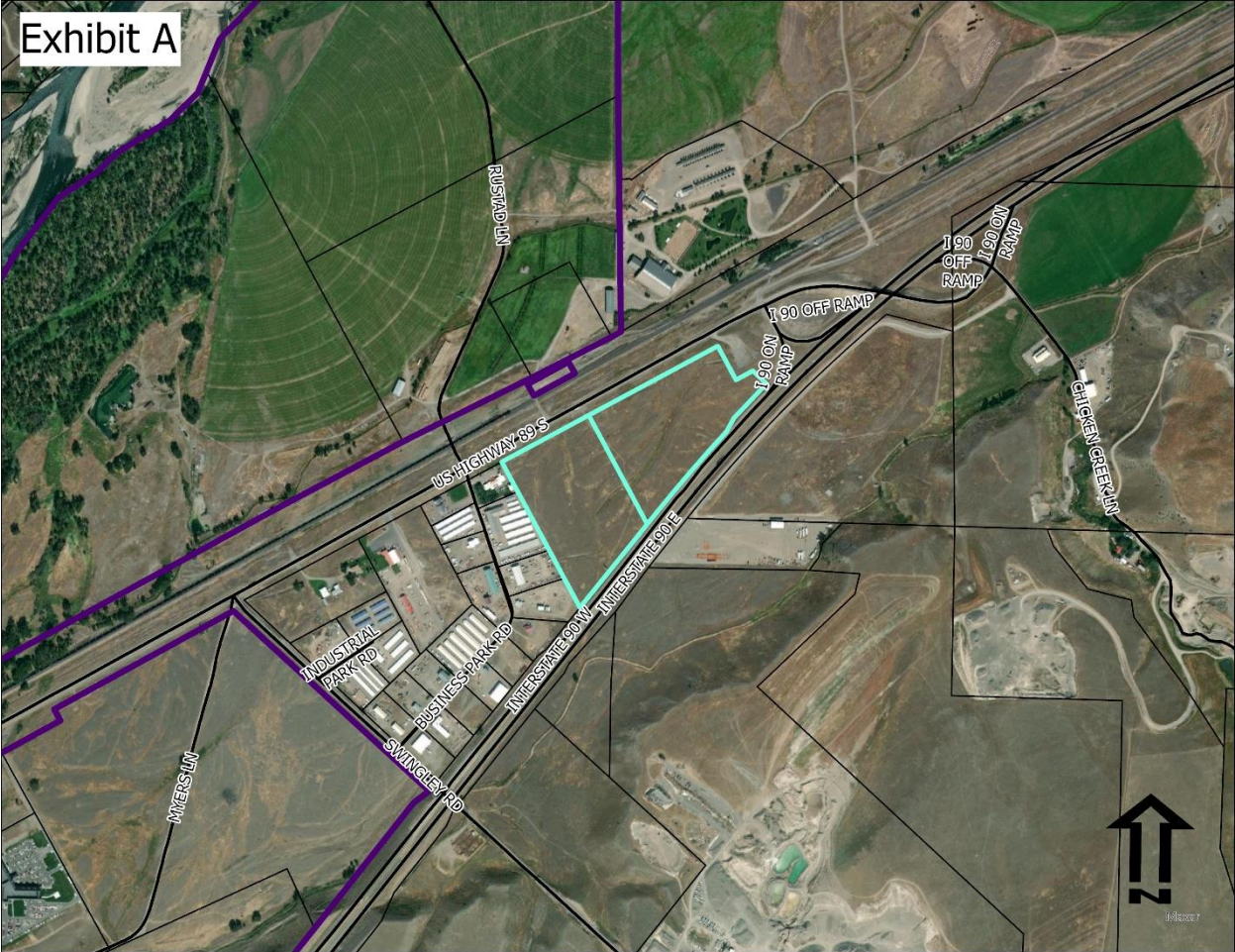
ATTEST:

APPROVED TO AS FORM:

**FAITH KINNICK
Recording Secretary**

**COURTNEY JO LAWELLIN
City Attorney**

**Resolution No. 5001: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, TO ANNEX
CERTAIN LAND ON PETITION BY MONTANA 40 ACRE, LLC.**



Resolution No. 5001: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, TO ANNEX CERTAIN LAND ON PETITION BY MONTANA 40 ACRE, LLC.

RESOLUTION NO. 5001

A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, TO ANNEX CERTAIN LAND ON PETITION BY MONTANA 40 ACRE, LLC.



WHEREAS, Section 7-2-4601, Montana Code Annotated, authorizes annexation of land by petition; and

WHEREAS, the City Commission of the City of Livingston, Montana, has determined that it is in the best interest of the City that property be annexed into the City where the property is identified in the City’s Growth Policy, and that the boundaries of the City of Livingston be extended to include the property legally described as Tracts 4 & 5 of Certificate of Survey No. 564, located in the SW1/4 of Section 4, the SE1/4 of Section 5, the NE1/4 of Section 8, and the NW1/4 of Section 9, Township Two South (T02S), Range Ten East (R10E), as shown by Exhibit A;

WHEREAS, the owner of more than 50% of the area to be annexed has petitioned the City for inclusion within the City; and

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

The property described below is hereby annexed into the City of Livingston:

Tracts 4 & 5 of Certificate of Survey No. 564, located in the SW1/4 of Section 4, the SE1/4 of Section 5, the NE1/4 of Section 8, and the NW1/4 of Section 9, Township Two South (T02S), Range Ten East (R10E), and as shown on the map attached as Exhibit A.

**PASSED ADOPTED AND FINALLY APPROVED, during a reading by the
Livingston City Commission this 21th day of September, 2021.**

DOREL HOGLUND- Chair

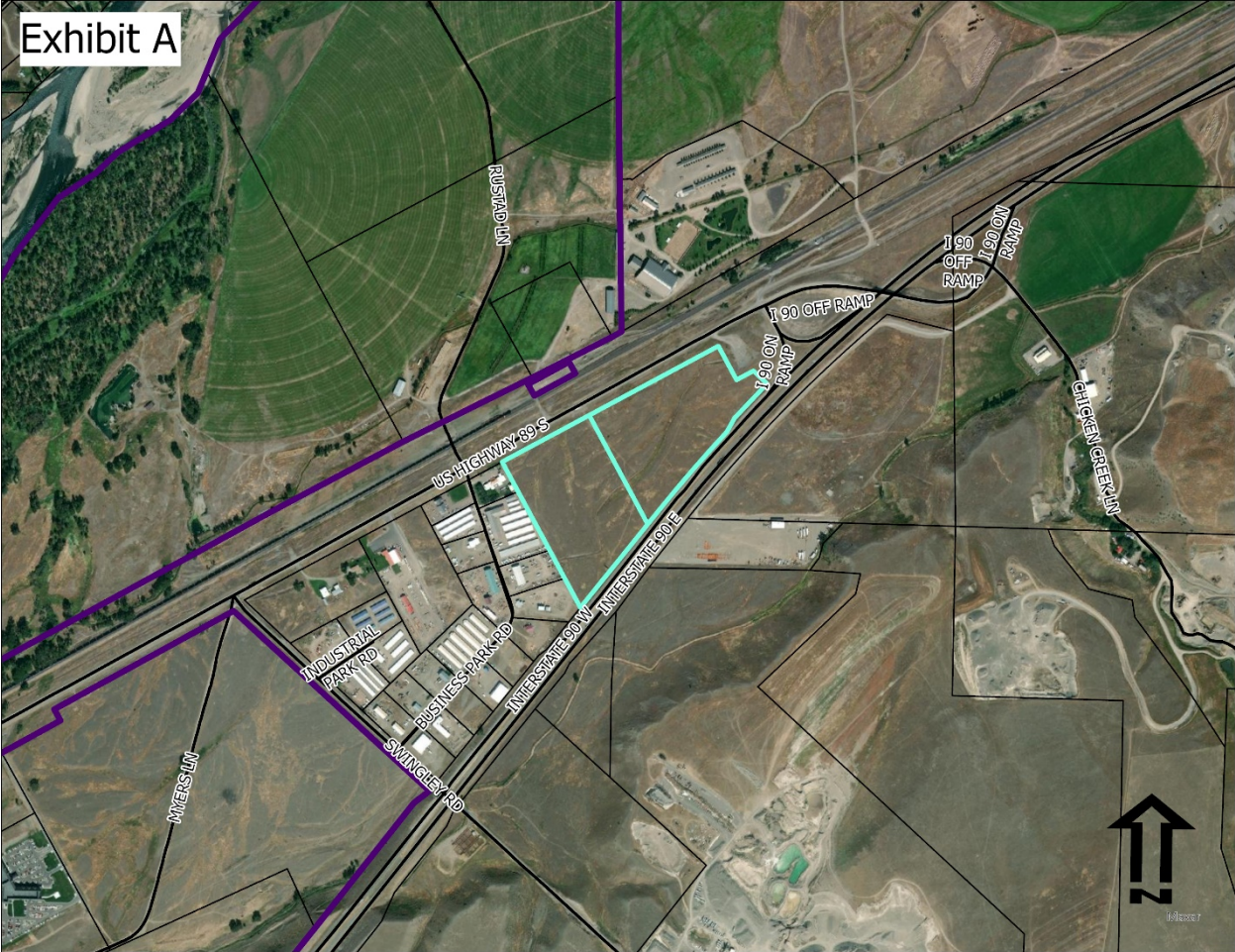
ATTEST:

APPROVED TO AS FORM:

**FAITH KINNICK
Recording Secretary**

**COURTNEY JO LAWELLIN
City Attorney**

**Resolution No. 5001: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, TO ANNEX
CERTAIN LAND ON PETITION BY MONTANA 40 ACRE, LLC.**



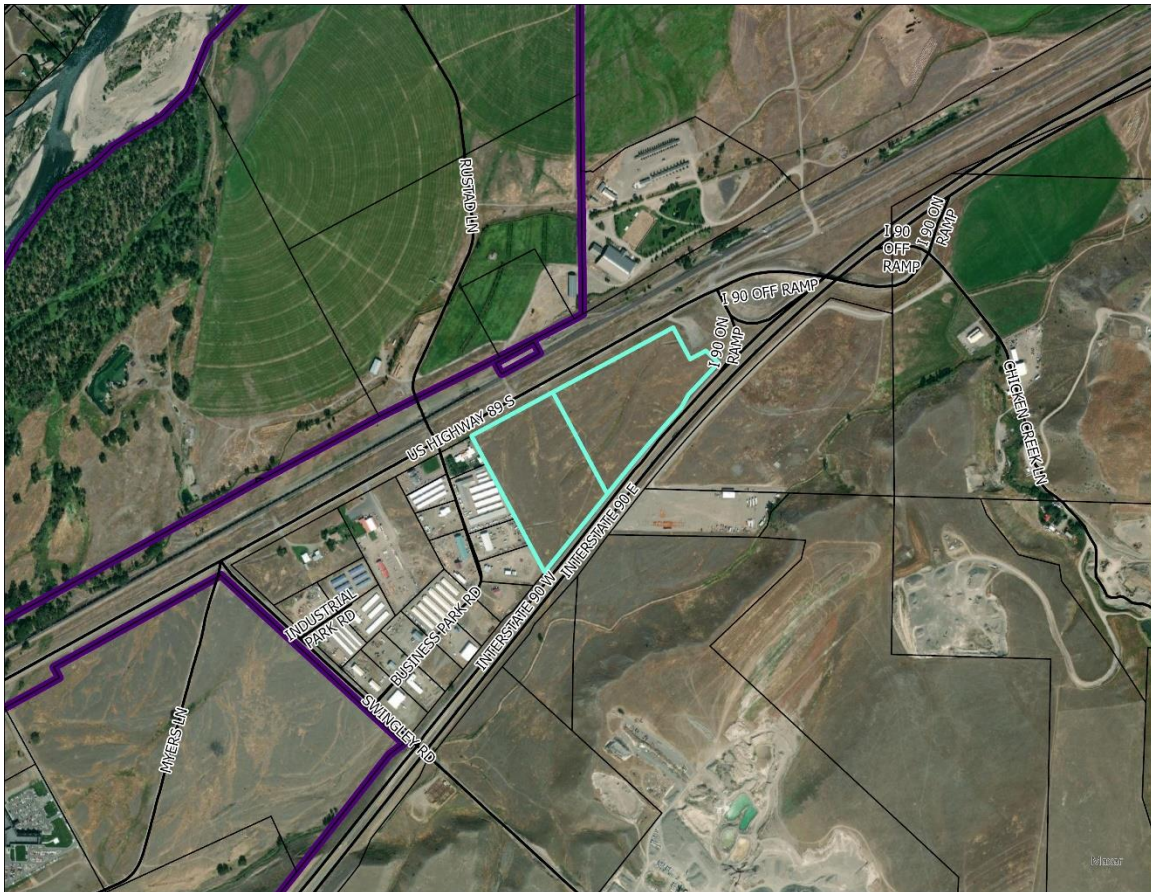
Resolution No. 5001: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, TO ANNEX CERTAIN LAND ON PETITION BY MONTANA 40 ACRE, LLC.

September 9, 2021

STAFF REPORT
ANNEXATION BY PETITION – MONTANA 40 ACRE, LLC

Background

Maria Muth, on behalf of Montana 40 Acre, LLC has submitted a petition (Attachment I) for annexation of two parcels located directly adjacent to the eastern I-90 interchange, south of US 89S (see map below). The cover letter submitted by the applicant states the intent of the annexation and subsequent zoning is to construct a Love’s Travel Plaza on the property. The applicant has also applied for a simultaneous zoning map amendment which will be heard on September 14, 2021 by the Zoning Commission, though included in Attachment I for the Commission’s benefit, the Commission is not making a decision on zoning at this hearing.

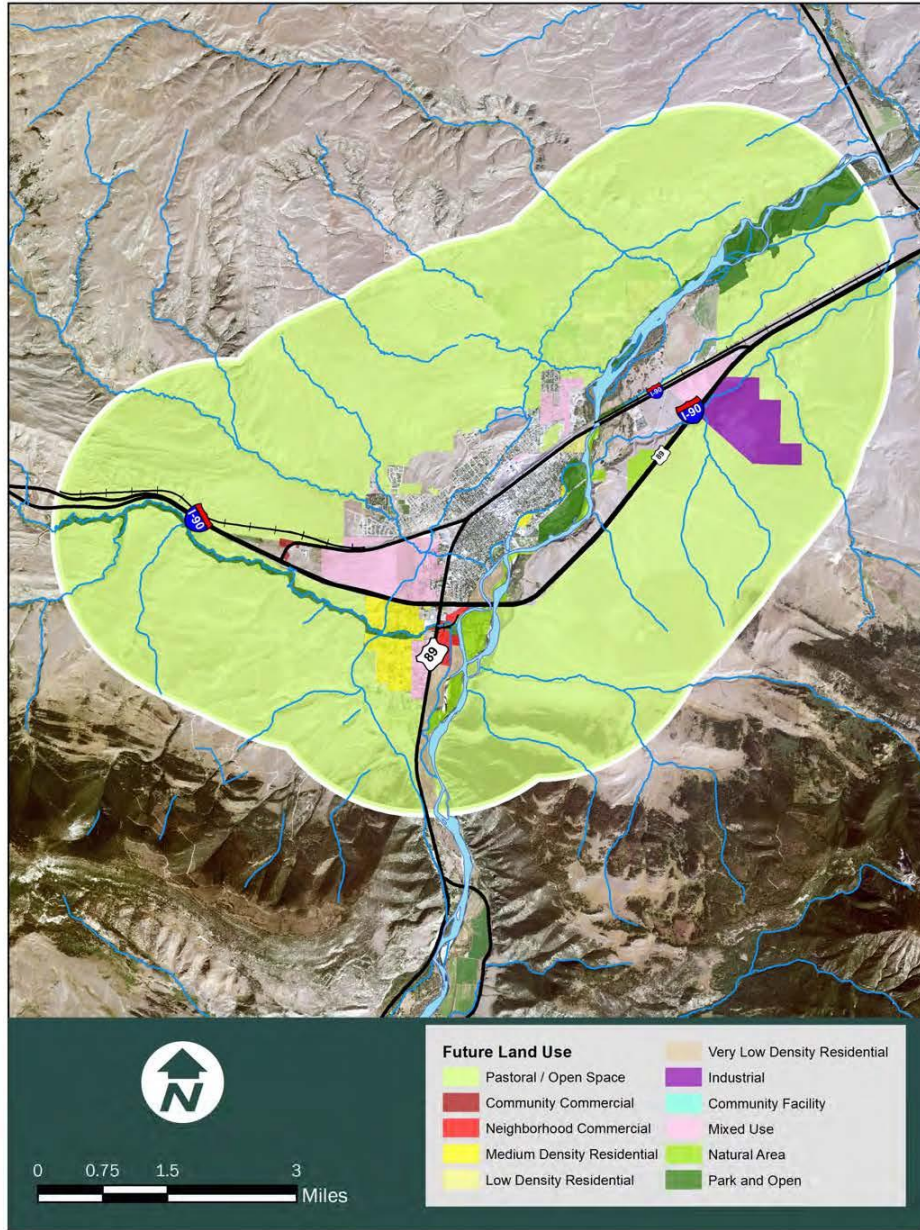


Growth Policy

The area is shown as mixed use on the Extra-territorial Jurisdiction Future Land Use Map (ETJ FLUM), indicating that development was anticipated on the parcel. In that way the annexation would be consistent with the Growth Policy. The Growth Policy strongly recommends infill rather than expansion of the City’s footprint. While the annexation does expand the City’s footprint, it is a minimal expansion as the area to the north is generally within City Limits, and the area to the east is a developed County subdivision with both industrial and commercial uses. As the parcel is located in an area sandwiched between the Interstate and US 89S, the annexation should have no impact on the environment or environmental resources. The parcels are currently vacant with no structures, and due to nearby excavations for both the Interstate and US 89S it is very unlikely that any cultural resources exist on the property.

The Applicant has also addressed the Growth Policy in their application (Attachment I).

Exhibit 2.9: Recommended Future Land Use Map



ETJ 21

Other Factors

While there is concern with any commercial use that locates outside of downtown taking business away from downtown businesses, staff does not believe the proposed potential use will directly compete with any other the downtown business other than the existing gas station and convenience store. There is the potential for a benefit for downtown with

the development of the property as more travelers utilize the east interchange and drive through the city towards Yellowstone rather than utilize south interchange. Additional trips through Livingston should benefit businesses, especially downtown business which are often not on travelers' routes to Yellowstone. The City being proactive with signage could encourage this effect.

Staff also believes that there is a benefit to the city and the wider population of having large-scale commercial uses develop within the City. As the County has minimal land use and infrastructure controls and regulations, the application of the City's Zoning Ordinance, Public Works Infrastructure Design Standards, and Night Sky Ordinance, including landscaping, setbacks, parking requirements, sign regulations, and infrastructure requirements is preferable to the parcel developing directly adjacent to the City but with no standards or requirements. The annexation would also require any development connect to City water and sewer, an environmental benefit to a private water system and large, private wastewater system.

While the annexation is not an analysis of the proposed use, as stated in the application a potential travel plaza could provide some traffic relief during weather or accident related Interstate closures.

The Applicant has addressed items such as infrastructure in their application (Attachment I).

Staff Recommendation

Staff recommends that the City Commission approve the proposed annexation. Staff believes the annexation meets the intent of the Growth Policy and provides a benefit to the community as a whole as noted above.

Attachments

- Attachment I.....Application Packet
- Attachment II.....Annexation Resolution

File Attachments for Item:

A. DISCUSS/APPROVE/DENY: CREATION OF A JOINT CITY/COUNTY PLANNING BOARD. Pg.

September 9, 2021

MEMORANDUM

TO: City of Livingston Commission

FROM: Mathieu Menard, City of Livingston Planning Department

SUBJECT: City-County Planning Board

Background: After preliminary discussions between City and County Planning Staff, City staff is beginning the process of seeking extra-territorial zoning by asking the Commission to consider forming a City-County Planning Board, which is in City Growth Policy Strategy 10.1.1.3 “[e]xplore the creation of a City-County Planning Board” and authorized under Montana Code Annotated 76-1-112 “Joint or Consolidated Planning Boards”. The intention in creating a City-County Planning Board is to have the authority and jurisdiction to zone the area around the City as allowed by state law, which is known as Extra-Territorial Jurisdiction or ETJ, in order to define the perimeters of urban densities and keep rural densities from increasing to urban levels.

State law requires that to enact ETJ zoning, the City must either form a City-County Planning Board through an interlocal agreement with the County or an expanded City Planning Board with members who own property within the ETJ, without an agreement with the County. As Growth Policy Goal 10.1.1 reads “[c]oordinate and collaborate with Park County”, city staff believes that the City-County Planning Board requiring an interlocal agreement is the first and most collaborative step in which to zone the ETJ and undertake other planning actions, and the most consistent with the Growth Policy. At this time, planning staff is requesting the City Commission authorize the City Manager to pursue an interlocal agreement with the County to form a City-County Planning Board with specific jurisdiction over the City of Livingston and the ETJ. This action would dissolve the current City Planning Board to be replaced by a planning board with jurisdiction over the City and ETJ, while leaving the County Planning Board in place, but with modified jurisdictional boundaries. If the County prefers not to form a City-County Planning Board, it is staff’s intent to return to the City Commission with a proposal for an expanded City Planning Board which would include the ETJ to allow the City to pursue the Goals and Objectives as listed in the Growth Policy and Appendix A (ETJ) of the Growth Policy.