



# Livingston City Commission Agenda

July 16, 2024

5:30 PM

City – County Complex, Community Room

**Join Zoom Meeting**

<https://us02web.zoom.us/j/83995808677?pwd=UnRYMzFWZUNSBURuQ2J3UTN0cFZyZz09>

Meeting ID: 839 9580 8677

Passcode: 903676

1. Call to Order

2. Roll Call

3. Public Comment

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

4. Consent Items

- |                  |  |               |
|------------------|--|---------------|
| <b><u>A.</u></b> | <b>APPROVAL OF MINUTES FROM JUNE 18, 2024, REGULAR MEETING</b>   | <b>PG. 5</b>  |
| <b><u>B.</u></b> | <b>APPROVAL OF CLAIMS PAID 6/13/24 - 7/10/24</b>   | <b>PG. 10</b> |
| <b><u>C.</u></b> | <b>PLEGDED SECURITIES REPORT</b>   | <b>PG. 26</b> |
| <b><u>D.</u></b> | <b>JUDGES MONTHLY REPORT MAY 2024</b>  | <b>PG. 30</b> |
| <b><u>E.</u></b> | <b>CONSIDERATION OF OPEN CONTAINER SPECIAL EXCEPTION REQUEST FOR GIVE BACK TO THE YELLOWSTONE HOOTENANNY JULY 18, 2024</b> | <b>PG. 32</b> |
| <b><u>F.</u></b> | <b>CONSIDERATION OF OPEN CONTAINER SPECIAL EXCEPTION REQUEST FOR FOSSIL FEST JULY 19, 2024</b>                             | <b>PG. 37</b> |
| <b><u>G.</u></b> | <b>CONSIDERATION OF OPEN CONTAINER SPECIAL EXCEPTION REQUEST FOR A PRIVATE EVENT ON AUGUST 3, 2024</b>                     | <b>PG. 42</b> |
| <b><u>H.</u></b> | <b>APPROVAL OF CONTRACT 20092 WITH HUB INTERNATIONAL FOR GASB 75 ACTUARIAL SERVICES.</b>                                   | <b>PG. 48</b> |
| <b><u>I.</u></b> | <b>AGREEMENT 20093 WITH HUGHES FIRE EQUIPMENT FOR FIRE TRUCK</b>   | <b>PG. 60</b> |
| <b><u>J.</u></b> | <b>AGREMEENT 20097 WITH LIVINGSTON HEALTHCARE FOR EMERGENCY MEDICAL DIRECTOR SERVICES.</b>                                 | <b>PG. 64</b> |

5. Proclamations

- |                  |  |               |
|------------------|--|---------------|
| <b><u>A.</u></b> | <b>A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING JULY 19, 2024 AS PARK AND RECREATION PROFESSIONALS DAY IN LIVINGSTON, MONTANA</b> | <b>PG. 73</b> |
|------------------|--|---------------|

6. Scheduled Public Comment

## 7. Action Items

- A. ORDINANCE 3054: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ESTABLISHING A GATEWAY OVERLAY ZONING DISTRICT THAT INCLUDES CERTAIN PROPERTIES. PG. 75**
- B. RESOLUTION 5136: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, APPROVING AND ADOPTING THE FINAL BUDGET IN THE AMOUNT OF \$30,487,800 FOR THE FISCAL YEAR BEGINNING ON JULY 1, 2024, AND ENDING JUNE 30, 2025 (FY25), AND MAKING APPROPRIATIONS AND ESTABLISHING SPENDING LIMITS AND AUTHORIZING TRANSFER OF APPROPRIATIONS WITHIN THE SAME FUND. PG. 121**
- C. RESOLUTION 5137: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WATER SYSTEM. PG. 125**
- D. RESOLUTION 5138: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WASTEWATER SYSTEM. PG. 132**
- E. RESOLUTION 5139: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING THE RATE FOR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE AMOUNT OF 5% PER MONTH FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS TO BECOME EFFECTIVE JULY 2024. PG. 138**
- F. DISCUSSION OF CITY COMMISSIONER LISTENING SESSIONS PG. 145**
- G. CLOSED SESSION TO DISCUSS LITIGATION STRATEGY PURSUANT TO MCA 2-3-203(4)(A)**

## 8. City Manager Comment

## 9. City Commission Comments

## 10. 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. APPROVAL OF MINUTES FROM JUNE 18, 2024, REGULAR MEETING**



# Livingston City Commission Minutes

June 18, 2024

5:30 PM

City – County Complex, Community Room

## 1. Call to Order

Chair Kahle called the meeting to order at 5:32pm.

## 2. Roll Call

Chair Kahle, Commissioner Schwarz, Commissioner Lyons and Commissioner Willich were present. Vice Chair Nootz was absent.

## 3. Public Comment

Nancy Adkins commented on prominent community members who have recently passed away and their contributions to Livingston and the community. Ms. Adkins also commented on weed mitigation in the City of Livingston.

Kris King commented in her role with the TBID, LBID and Convention and Visitors Bureau and welcomed questions on the consent items D through F. Ms. King spoke about the mission and operations of each entity and the role they each play in the community. Ms. King also spoke about events and their impact to certain businesses in the City.

Patricia Grabow commented on the importance of cohesion in the downtown. Ms. Grabow also spoke about the importance of rail passenger service in the downtown and opportunities for economic development arising from the Big Sky Passenger Rail project including railcar construction.

Leslie Feigel commented regarding the Chamber of Commerce and its support of the business community.

## 4. Consent Items

**A. APPROVAL OF MINUTES FROM JUNE 04, 2024, REGULAR MEETING**

**B. APPROVAL OF CLAIMS PAID 5/30/24 - 6/12/24**

**C. APPROVAL OF CONVENTION AND VISITORS BUREAU ANNUAL BUDGET**

**D. APPROVAL OF TOURISM BUSINESS IMPROVEMENT DISTRICT WORK PLAN AND BUDGET**

**E. APPROVAL OF LIVINGSTON BUSINESS IMPROVEMENT DISTRICT WORK PLAN AND BUDGET**

**F. APPROVAL OF TWO MEMBERS TO THE LIVINGSTON BUSINESS IMPROVEMENT DISTRICT BOARD OF TRUSTEES**

Commissioner Willich requested that items C and D be pulled for separate consideration.

Commissioner Schwarz motioned to approve items A, B, E and F. The motion was seconded by Commissioner Lyons. The motion passed unanimously.

Referencing Item C, Commissioner Willich inquired about the location of the Dino Dig Park. The City Manager advised that the park is located in Sacajawea Park in the old bandshell foundation. Commissioner Willich inquired about the Board composition of the Convention and Visitors Bureau (CVB) Board of Trustees. The City Manager welcomed Kris King to discuss the CVB Board members.

Chair Kahle disclosed that she works with Kris King on certain initiatives in the Chair’s private employment capacity. Chair Kahle advised that this work is not funded by the City or Ms. King’s organizations.

Referencing Item D, Commissioner Willich inquired about the number of hotels in the City. Ms. King advised that there are 11 hotels. Commissioner Willich inquired about the selection process for the Board of Trustees for the TBID. Ms. King offered insight into that process and the requirements for eligibility.

Commissioner Willich motioned to approve items C and D. The motion was seconded by Commissioner Schwarz. The motion passed unanimously.

5. Proclamations

**A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING JUNE 16-22, 2024 AS FIREFIGHTER SAFETY STAND DOWN WEEK IN LIVINGSTON, MONTANA**

The Chair read the proclamation.

**B. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING JULY 2024 AS PARKS AND RECREATION MONTH IN LIVINGSTON, MONTANA**

The Chair read the proclamation.

6. Scheduled Public Comment

7. Action Items

**A. ORDINANCE 3053: AN ORDINANCE OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 10 OF THE LIVINGSTON MUNICIPAL CODE, ENTITLED MISCELLANEOUS OFFENSES, TO MODIFY SECTIONS 10-7 AND 10-8 TO ENABLE THE CONSUMPTION OF ALCOHOL IN CERTAIN PERMITTED AREAS.**

The Chair introduced the item and provided the City Manager an opportunity to discuss the item before the Commission. The City Manager provided a review of the genesis and previous reading of the ordinance and invited questions from the Commission.

Commissioner Willich inquired about the forthcoming Downtown Master Plan process and ability to revisit this ordinance as part of that. The City Manager affirmed that this may be revisited at that time.

Commissioner Lyons requested clarification regarding the applicability of the rule changes. The City Manager offered information regarding both one-time and on-going uses of this process.

Chair Kahle questioned how the state process would work with this and the City Manager advised.

Commissioner Schwarz motioned to approve the Ordinance and the motion was seconded by Commissioner Willich.

The Chair opened public comment.

Nancy Adkins offered words of caution about adopting this Ordinance.

Kris King offered insight into community discussions on parklets and business interest in using on-street parking for food service.

Patricia Grabow advised that she finds the confusion and is worried about implementation. She cited events and homeless folks as among the concerns that she has.

The chair closed public comment.

The City Manager clarified that these requirements arise from the State and that this applies only to permit holders and beverages sold by those permit holders. This change is intended to create a pathway to compliance for permit holders based on observations by the State.

Commissioner Lyons discussed the application of this permit to uses of both the street and sidewalk and concerns for loss of pedestrian space and accessibility. The Commission discussed pedestrian and vehicular access.

The role was called and the motion was passed unanimously.

**B. RESOLUTION 5134: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ACCEPTING UTILITY AND ACCESS EASEMENTS GRANTED BY KAREN SCHNEIDER FOR HER PROJECT LOCATED AT LLAMA LANE AND AUTHORIZING CITY MANAGER TO SIGN ASSOCIATED DOCUMENTS.**

The Chair introduced the item and provided the City Manager an opportunity to discuss the item before the Commission. The City Manager provided a review of the Resolution and underlying project.

Commissioner Willich inquired about language on page 106 of the packet. The City Manager advised that the language pertained to the ability to trim trees and maintain the easement.

Commissioner Willich motioned to approve the Resolution. The motion was seconded by Schwarz.

The Chair opened public comment.

Garrett Schultz commented as the owner’s representative and is ready to stand for questions.

Nancy Adkins advised that there are no Llamas on Llama Lane.

The motion passed unanimously.

**C. RESOLUTION 5135: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ACCEPTING A WATER UTILITY EASEMENT GRANTED BY LIVINGSTON LODGING 2 AND DIVIDE DEVELOPMENT FOR THE HOME 2 SUITES PROJECT LOCATED ON WEST PARK STREET AND AUTHORIZING CITY MANAGER TO SIGN ASSOCIATED DOCUMENTS.**

The Chair introduced the item and provided the City Manager an opportunity to discuss the item before the Commission. The City Manager provided a review of the Resolution and underlying project.

Motion to approve the resolution made by Commissioner Schwarz and seconded by Commissioner Willich.

The Chair opened public comment and there was none.

The Chair called for a vote and the role was called. The motion passed unanimously.

## D. CITY COMMISSION LISTENING SESSIONS

The Chair introduced the item and provided the City Manager an opportunity to discuss the item before the Commission. The City Manager provided a review of the City Commission listening sessions as well as an initial plan of meetings and outreach. The Commissioners stated their various availabilities for certain events in the coming weeks. The item was requested to return to the Commission on July 16 for further discussion.

### 8. City Manager Comment

The City Manager advised of the forthcoming holiday and reminded the community the fireworks are prohibited in City limits.

### 9. City Commission Comments

Commissioner Willich is excited to see folks at the parade.

Commissioner Lyons is excited to be home to enjoy the summer in Livingston.

Commissioner Schwarz wishes everyone a safe Fourth of July.

Chair Kahle encouraged everyone to watch the professional fireworks and also their dogs.

### 10. Adjournment

Motion to adjourn by Lyons, seconded by Schwarz. The motion passed unanimously at 6:53pm.

## Calendar of Events

## Supplemental Material

### Notice

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**File Attachments for Item:**

**B. APPROVAL OF CLAIMS PAID 6/13/24 - 7/10/24**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>AAA CLEANING, LLC</b>							
3727	AAA CLEANING, LLC	2024.6.16	cleaning-CIVIC CENTER	06/16/2024	800.00	800.00	06/21/2024
Total AAA CLEANING, LLC:					800.00	800.00	
<b>ACCESSIBLE TECHNOLOGIES</b>							
10002	ACCESSIBLE TECHNOLOGIES	369157	COUPLING	03/19/2024	391.12	391.12	06/21/2024
Total ACCESSIBLE TECHNOLOGIES:					391.12	391.12	
<b>ADVANCED ENGINEERING &amp;</b>							
3605	ADVANCED ENGINEERING &	93481	PROFESSIONAL SERVICES	03/12/2024	1,400.00	1,400.00	06/25/2024
3605	ADVANCED ENGINEERING &	95526	PROFESSIONAL SERVICES	06/11/2024	262.25	262.25	06/25/2024
Total ADVANCED ENGINEERING &:					1,662.25	1,662.25	
<b>ADVANCED TECHNOLOGY PRODUCTS, INC</b>							
3357	ADVANCED TECHNOLOGY PRO	39392	ACID MAGIC	06/14/2024	2,505.00	2,505.00	06/25/2024
Total ADVANCED TECHNOLOGY PRODUCTS, INC:					2,505.00	2,505.00	
<b>ALL SERVICE TIRE &amp; ALIGNMENT</b>							
22	ALL SERVICE TIRE & ALIGNME	68274	Tires	06/13/2024	995.88	995.88	06/25/2024
22	ALL SERVICE TIRE & ALIGNME	68289	Oil Change	06/17/2024	90.00	90.00	06/25/2024
22	ALL SERVICE TIRE & ALIGNME	68328	Flat repair	06/21/2024	50.00	50.00	06/27/2024
22	ALL SERVICE TIRE & ALIGNME	68334	Tire Repair	06/24/2024	20.00	20.00	06/27/2024
22	ALL SERVICE TIRE & ALIGNME	68348	Flat repair	06/25/2024	50.00	50.00	06/27/2024
Total ALL SERVICE TIRE & ALIGNMENT:					1,205.88	1,205.88	
<b>ALPINE ELECTRONICS RADIO SHACK</b>							
402	ALPINE ELECTRONICS RADIO	10305238	Office Supplies	06/13/2024	134.98	134.98	06/21/2024
Total ALPINE ELECTRONICS RADIO SHACK:					134.98	134.98	
<b>ALSCO</b>							
10005	ALSCO	LBIL1953928	TOWEL, RUG SERVICE	06/12/2024	26.09	26.09	06/25/2024
10005	ALSCO	LBIL1954520	330 BENNETT	06/14/2024	15.90	15.90	06/21/2024
10005	ALSCO	LBIL1954520	330 BENNETT	06/14/2024	15.90	15.90	06/21/2024
10005	ALSCO	LBIL1954520	330 BENNETT	06/14/2024	15.91	15.91	06/21/2024
10005	ALSCO	LBIL1954520	330 BENNETT	06/14/2024	15.91	15.91	06/21/2024
Total ALSICO:					89.71	89.71	
<b>AMERICAN WATER WORKS ASSOCIATION</b>							
10005	AMERICAN WATER WORKS AS	7002232449	membership renewal	05/20/2024	229.00	229.00	06/25/2024
Total AMERICAN WATER WORKS ASSOCIATION:					229.00	229.00	
<b>BALCO UNIFORM COMPANY, INC.</b>							
3371	BALCO UNIFORM COMPANY, IN	79280-2	Uniform-HARD	05/17/2024	23.29	23.29	06/21/2024
Total BALCO UNIFORM COMPANY, INC.:					23.29	23.29	
<b>BNSF RAILWAY COMPANY</b>							
10006	BNSF RAILWAY COMPANY	24005686	MRL #88644	06/12/2024	150.00	150.00	06/25/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BNSF RAILWAY COMPANY:					150.00	150.00	
<b>BOUND TREE MEDICAL, LLC</b>							
2662	BOUND TREE MEDICAL, LLC	85372305	Patient Supplies	06/05/2024	541.98	541.98	06/21/2024
2662	BOUND TREE MEDICAL, LLC	85377427	Patient Supplies	06/10/2024	53.90	53.90	06/25/2024
Total BOUND TREE MEDICAL, LLC:					595.88	595.88	
<b>BRIDGER ANALYTICAL LAB</b>							
3820	BRIDGER ANALYTICAL LAB	2405150	ANALYSIS HARDNESS COPPER	05/30/2024	228.00	228.00	06/21/2024
Total BRIDGER ANALYTICAL LAB:					228.00	228.00	
<b>BUDGET AUTO GLASS</b>							
89	BUDGET AUTO GLASS	24-3447	Windshield RepAIR	06/25/2024	50.00	50.00	06/27/2024
Total BUDGET AUTO GLASS:					50.00	50.00	
<b>CENTURYLINK</b>							
162	CENTURYLINK	2024.6.16	406-222-0137- 441b	06/16/2024	94.35	94.35	06/25/2024
Total CENTURYLINK:					94.35	94.35	
<b>CHARGEPOINT</b>							
10001	CHARGEPOINT	IN272759	LATCH	06/17/2024	221.00	221.00	06/21/2024
Total CHARGEPOINT:					221.00	221.00	
<b>CHARTER COMMUNICATIONS</b>							
3440	CHARTER COMMUNICATIONS	172677901060	ELEVATOR PHOBE	06/07/2024	49.99	49.99	06/25/2024
Total CHARTER COMMUNICATIONS:					49.99	49.99	
<b>CITY OF LIVINGSTON</b>							
131	CITY OF LIVINGSTON	2024_06	Disbursement to City	06/28/2024	3,764.50	3,764.50	06/28/2024
Total CITY OF LIVINGSTON:					3,764.50	3,764.50	
<b>COMDATA</b>							
2671	COMDATA	XW660/204083	CG72T-FIRE	06/01/2024	311.69	311.69	06/21/2024
2671	COMDATA	XW660/204083	CG73p-EMS	06/01/2024	2,552.90	2,552.90	06/21/2024
Total COMDATA:					2,864.59	2,864.59	
<b>CORE &amp; MAIN LP</b>							
3733	CORE & MAIN LP	U877341	DRAIN PIPE-RV DUMP	05/14/2024	217.56	217.56	06/27/2024
3733	CORE & MAIN LP	U877341	DRAIN PIPE-RV DUMP	05/14/2024	44.45	44.45	06/27/2024
Total CORE & MAIN LP:					262.01	262.01	
<b>DELL MARKETING L.P.</b>							
745	DELL MARKETING L.P.	10755066511	COMPUTER-RUBIN	06/18/2024	1,162.30	1,162.30	06/21/2024
Total DELL MARKETING L.P.:					1,162.30	1,162.30	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>DEMCO INC</b>							
199	DEMCO INC	7494738	Book Prep Supplies	06/11/2024	138.71	138.71	06/25/2024
Total DEMCO INC:					138.71	138.71	
<b>DEPARTMENT OF NATURAL RESOURCES</b>							
10005	DEPARTMENT OF NATURAL RE	23-3757 2024.	LOAN 23-3757	06/01/2024	17,132.71	17,132.71	06/21/2024
10005	DEPARTMENT OF NATURAL RE	23-3757 2024.	LOAN 23-3757	06/01/2024	9,371.14	9,371.14	06/21/2024
Total DEPARTMENT OF NATURAL RESOURCES:					26,503.85	26,503.85	
<b>ENERGY LABORATORIES, INC.</b>							
424	ENERGY LABORATORIES, INC.	636511	Analysis parameter	06/14/2024	264.00	264.00	06/25/2024
Total ENERGY LABORATORIES, INC.:					264.00	264.00	
<b>ENTENMANN-ROVIN CO.</b>							
10003	ENTENMANN-ROVIN CO.	0181554-IN	BADGE	06/04/2024	1,700.70	1,700.70	06/21/2024
Total ENTENMANN-ROVIN CO.:					1,700.70	1,700.70	
<b>ERA A WATERS COMPANY</b>							
10006	ERA A WATERS COMPANY	00167974	WASTEWATR	04/24/2024	1,391.80	1,391.80	06/25/2024
Total ERA A WATERS COMPANY:					1,391.80	1,391.80	
<b>FISHER SAND AND GRAVEL</b>							
2904	FISHER SAND AND GRAVEL	23321	ROAD MIX	05/31/2024	1,587.24	1,587.24	06/21/2024
Total FISHER SAND AND GRAVEL:					1,587.24	1,587.24	
<b>FOUR CORNERS RECYCLING, LLC</b>							
2919	FOUR CORNERS RECYCLING,	5221	Pull fees	05/28/2024	5,647.95	5,647.95	06/21/2024
2919	FOUR CORNERS RECYCLING,	CM5221	Credit	05/28/2024	3,035.20-	3,035.20-	06/21/2024
Total FOUR CORNERS RECYCLING, LLC:					2,612.75	2,612.75	
<b>FRONTLINE AG SOLUTIONS, LLC</b>							
2516	FRONTLINE AG SOLUTIONS, LL	1135528	KEY	06/06/2024	10.30	10.30	06/25/2024
2516	FRONTLINE AG SOLUTIONS, LL	1140249	BOLTS	06/20/2024	.97	.97	06/25/2024
Total FRONTLINE AG SOLUTIONS, LLC:					11.27	11.27	
<b>GALLATIN SCALES INC</b>							
3219	GALLATIN SCALES INC	6724	Repair scale at Tran	06/08/2024	881.00	881.00	06/21/2024
Total GALLATIN SCALES INC:					881.00	881.00	
<b>GENERAL DISTRIBUTING COMPANY</b>							
1845	GENERAL DISTRIBUTING COM	0001315230	Acetylene	11/30/2023	34.32	34.32	06/21/2024
1845	GENERAL DISTRIBUTING COM	0001336506	Acetylene	01/31/2024	36.83	36.83	06/21/2024
1845	GENERAL DISTRIBUTING COM	0001370102	Acetylene	04/30/2024	35.64	35.64	06/21/2024
1845	GENERAL DISTRIBUTING COM	0001382821	NITROUS	05/31/2024	118.33	118.33	06/21/2024
Total GENERAL DISTRIBUTING COMPANY:					225.12	225.12	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>HANSER'S AUTOMOTIVE &amp; WRECKER</b>							
1687	HANSER'S AUTOMOTIVE & WR	LIV5040	Towing-ISUZU	06/20/2024	100.00	100.00	06/25/2024
1687	HANSER'S AUTOMOTIVE & WR	LIV5041	Towing-VAN	06/20/2024	100.00	100.00	06/25/2024
Total HANSER'S AUTOMOTIVE & WRECKER:					200.00	200.00	
<b>HAWKINS, INC</b>							
470	HAWKINS, INC	6783909	Chlorine cylinder	06/15/2024	100.00	100.00	06/25/2024
Total HAWKINS, INC:					100.00	100.00	
<b>HEWLETT-PACKARD FINANCIAL SERVICES CO</b>							
10003	HEWLETT-PACKARD FINANCIA	9077306326	SEWER PLANT SERVER	05/25/2024	6,354.49	6,354.49	06/25/2024
Total HEWLETT-PACKARD FINANCIAL SERVICES CO:					6,354.49	6,354.49	
<b>HILLYARD OF MONTANA</b>							
63	HILLYARD OF MONTANA	605504210	Cleaning supplies	06/07/2024	403.13	403.13	06/25/2024
Total HILLYARD OF MONTANA:					403.13	403.13	
<b>HORIZON AUTO PARTS</b>							
1920	HORIZON AUTO PARTS	001822	SERVICE TRUCK TOOLS	06/07/2024	15.00	15.00	06/25/2024
Total HORIZON AUTO PARTS:					15.00	15.00	
<b>HRDC</b>							
705	HRDC	0015	Contribution HRDC Warming Shel	06/10/2024	25,000.00	25,000.00	06/21/2024
Total HRDC:					25,000.00	25,000.00	
<b>IMAGE TREND, INC</b>							
3704	IMAGE TREND, INC	813	ANNUAL FEE	06/21/2024	2,407.50	2,407.50	06/25/2024
3704	IMAGE TREND, INC	813	ANNUAL FEE	06/21/2024	2,407.50	2,407.50	06/25/2024
Total IMAGE TREND, INC:					4,815.00	4,815.00	
<b>INGRAM LIBRARY SERVICE</b>							
1539	INGRAM LIBRARY SERVICE	81275120	3 BOOKS	04/02/2024	51.32	51.32	06/25/2024
1539	INGRAM LIBRARY SERVICE	81380386	2 BOOKS	04/09/2024	51.78	51.78	06/25/2024
1539	INGRAM LIBRARY SERVICE	81380387	1 Book	04/09/2024	22.34	22.34	06/25/2024
1539	INGRAM LIBRARY SERVICE	81440633	1 Book	04/12/2024	14.19	14.19	06/25/2024
1539	INGRAM LIBRARY SERVICE	81440634	12 BOOKS	04/12/2024	141.19	141.19	06/25/2024
1539	INGRAM LIBRARY SERVICE	81495133	4 Books	04/17/2024	61.78	61.78	06/25/2024
1539	INGRAM LIBRARY SERVICE	81568729	1 Book	04/22/2024	16.05	16.05	06/25/2024
1539	INGRAM LIBRARY SERVICE	81568730	3 BOOKS	04/22/2024	47.19	47.19	06/25/2024
1539	INGRAM LIBRARY SERVICE	81697395	1 Book	04/30/2024	13.18	13.18	06/25/2024
1539	INGRAM LIBRARY SERVICE	81697396	1 Book	04/30/2024	26.40	26.40	06/25/2024
1539	INGRAM LIBRARY SERVICE	81890450	1 Book	05/13/2024	12.01	12.01	06/25/2024
1539	INGRAM LIBRARY SERVICE	81890451	81890451	05/13/2024	468.49	468.49	06/25/2024
1539	INGRAM LIBRARY SERVICE	81922667	6 BOOKS	05/15/2024	86.81	86.81	06/25/2024
1539	INGRAM LIBRARY SERVICE	82057325	1 Book	05/23/2024	10.97	10.97	06/25/2024
1539	INGRAM LIBRARY SERVICE	82057326	3 BOOKS	05/23/2024	48.07	48.07	06/25/2024
1539	INGRAM LIBRARY SERVICE	82110808	1 Book	05/29/2024	28.96	28.96	06/25/2024
1539	INGRAM LIBRARY SERVICE	82309278	1 Book	06/11/2024	34.17	34.17	06/25/2024
1539	INGRAM LIBRARY SERVICE	82380526	28 BOOKS	06/14/2024	340.05	340.05	06/25/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total INGRAM LIBRARY SERVICE:					1,474.95	1,474.95	
<b>J &amp; H OFFICE EQUIPMENT</b>							
1783	J & H OFFICE EQUIPMENT	36876335	printER	06/26/2024	270.73	270.73	06/27/2024
Total J & H OFFICE EQUIPMENT:					270.73	270.73	
<b>JULIE RAMLJAK</b>							
10006	JULIE RAMLJAK	2024.6.17	REIMB SUPPLIES	06/17/2024	20.50	20.50	06/21/2024
Total JULIE RAMLJAK:					20.50	20.50	
<b>KELLEY CREATE</b>							
10006	KELLEY CREATE	IN1652184	JH16414	06/02/2024	6.84	6.84	06/21/2024
10006	KELLEY CREATE	IN1654217	330 BENNETT	06/04/2024	29.01	29.01	06/21/2024
10006	KELLEY CREATE	IN1654217	330 BENNETT	06/04/2024	29.01	29.01	06/21/2024
10006	KELLEY CREATE	IN1654217	330 BENNETT	06/04/2024	29.01	29.01	06/21/2024
10006	KELLEY CREATE	IN1654217	330 BENNETT	06/04/2024	29.01	29.01	06/21/2024
Total KELLEY CREATE:					122.88	122.88	
<b>KEN'S EQUIPMENT REPAIR, INC</b>							
1390	KEN'S EQUIPMENT REPAIR, IN	62719	BEARING	05/02/2024	103.00	103.00	06/21/2024
1390	KEN'S EQUIPMENT REPAIR, IN	62728	SOLENOID VALVE	05/03/2024	130.00	130.00	06/21/2024
1390	KEN'S EQUIPMENT REPAIR, IN	62737	BOOM HARNESS	05/06/2024	331.40	331.40	06/21/2024
1390	KEN'S EQUIPMENT REPAIR, IN	62783	HARNESS	05/14/2024	412.35	412.35	06/21/2024
1390	KEN'S EQUIPMENT REPAIR, IN	62810	REPLACE PACKER COLLER	05/16/2024	65.00	65.00	06/21/2024
Total KEN'S EQUIPMENT REPAIR, INC:					1,041.75	1,041.75	
<b>KINNICK, FAITH</b>							
10000	KINNICK, FAITH	2024.6.18	reimb-supplies	06/18/2024	88.66	88.66	06/25/2024
Total KINNICK, FAITH:					88.66	88.66	
<b>LEHRKIND'S COCA-COLA</b>							
2830	LEHRKIND'S COCA-COLA	2151798	Water	06/11/2024	63.00	63.00	06/21/2024
2830	LEHRKIND'S COCA-COLA	2155608	Water	06/12/2024	32.00	32.00	06/21/2024
2830	LEHRKIND'S COCA-COLA	2155609	Water	06/12/2024	24.00	24.00	06/21/2024
2830	LEHRKIND'S COCA-COLA	2158649	Water	06/25/2024	31.50	31.50	06/27/2024
2830	LEHRKIND'S COCA-COLA	2158660	Water	06/26/2024	26.00	26.00	06/27/2024
2830	LEHRKIND'S COCA-COLA	2158661	Water	06/25/2024	24.00	24.00	06/27/2024
Total LEHRKIND'S COCA-COLA:					200.50	200.50	
<b>LIVINGSTON ACE HARDWARE - #122005</b>							
26	LIVINGSTON ACE HARDWARE -	E42546	KEYKRAFTER	05/28/2024	10.55	10.55	06/27/2024
26	LIVINGSTON ACE HARDWARE -	E42602	KEYKRAFTER	05/28/2024	7.77	7.77	06/27/2024
26	LIVINGSTON ACE HARDWARE -	E46671	SPRAYPAINT	06/03/2024	92.87	92.87	06/27/2024
26	LIVINGSTON ACE HARDWARE -	E47268	TRAP	06/04/2024	41.98	41.98	06/27/2024
26	LIVINGSTON ACE HARDWARE -	E48662	COUPLE	06/06/2024	11.16	11.16	06/27/2024
26	LIVINGSTON ACE HARDWARE -	E49475	MAGNETIC PICKUP	06/07/2024	25.97	25.97	06/27/2024
26	LIVINGSTON ACE HARDWARE -	E55809	KEYKRAFTER	06/15/2024	54.99	54.99	06/27/2024
26	LIVINGSTON ACE HARDWARE -	E57134	AIR FILTER	06/17/2024	47.96	47.96	06/27/2024
26	LIVINGSTON ACE HARDWARE -	E58519	TaNK LEVER	06/19/2024	12.99	12.99	06/27/2024
26	LIVINGSTON ACE HARDWARE -	E59086	TRIMLINE	06/20/2024	23.99	23.99	06/27/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
26	LIVINGSTON ACE HARDWARE -	E59210	TAPE	06/20/2024	14.99	14.99	06/27/2024
26	LIVINGSTON ACE HARDWARE -	E59215	BALL VALVE	06/20/2024	88.87	88.87	06/27/2024
26	LIVINGSTON ACE HARDWARE -	E59444	Fastners	06/20/2024	17.96	17.96	06/27/2024
26	LIVINGSTON ACE HARDWARE -	E59554	FASTNERS	06/20/2024	3.29	3.29	06/27/2024
26	LIVINGSTON ACE HARDWARE -	E59826	SUB SUMP PUMP	06/21/2024	529.97	529.97	06/27/2024
26	LIVINGSTON ACE HARDWARE -	E62170	FASTNERS	06/24/2024	27.24	27.24	06/27/2024
26	LIVINGSTON ACE HARDWARE -	X17370	GRIP PRO	06/04/2024	23.97	23.97	06/27/2024
26	LIVINGSTON ACE HARDWARE -	X18284	KEYKRAFTER	06/10/2024	17.35	17.35	06/27/2024
26	LIVINGSTON ACE HARDWARE -	X18491	NIPPLE	06/11/2024	131.60	131.60	06/27/2024
Total LIVINGSTON ACE HARDWARE - #122005:					1,185.47	1,185.47	
<b>LIVINGSTON DAYCARE, LLC</b>							
3407	LIVINGSTON DAYCARE, LLC	2024_07	Parking Lease 7/1-9/30/24	07/01/2024	3,000.00	3,000.00	07/02/2024
Total LIVINGSTON DAYCARE, LLC:					3,000.00	3,000.00	
<b>LIVINGSTON UTILITY BILLING</b>							
147	LIVINGSTON UTILITY BILLING	2024.6.28	1012100	06/28/2024	176.53	176.53	06/25/2024
Total LIVINGSTON UTILITY BILLING:					176.53	176.53	
<b>MASTERCARD</b>							
3184	MASTERCARD	2024_04 DELA	Supplies	05/01/2024	1,235.39	1,235.39	05/14/2024
3184	MASTERCARD	2024_04 DELA	Office Supplies	05/01/2024	5.02	5.02	05/14/2024
3184	MASTERCARD	2024_04 DELA	Office Supplies	05/01/2024	5.02	5.02	05/14/2024
3184	MASTERCARD	2024_04 DELA	Office Supplies	05/01/2024	5.02	5.02	05/14/2024
3184	MASTERCARD	2024_04 DELA	Office Supplies	05/01/2024	5.03	5.03	05/14/2024
3184	MASTERCARD	2024_04 DELA	Office Supplies	05/01/2024	5.03	5.03	05/14/2024
3184	MASTERCARD	2024_04 FETT	OFFICE CHAIR	05/01/2024	81.00	81.00	05/14/2024
3184	MASTERCARD	2024_04 FETT	TOWER FAN	05/01/2024	43.64	43.64	05/14/2024
3184	MASTERCARD	2024_04 FETT	OFFICE SUPPLIES	05/01/2024	40.49	40.49	05/14/2024
3184	MASTERCARD	2024_04 FETT	GREETING CARDS	05/01/2024	24.56	24.56	05/14/2024
3184	MASTERCARD	2024_04 FETT	OFFICE SUPPLIES	05/01/2024	5.95	5.95	05/14/2024
3184	MASTERCARD	2024_04 FETT	OFFICE SUPPLIES	05/01/2024	19.30	19.30	05/14/2024
3184	MASTERCARD	2024_04 FETT	CEMETERY SUPPLIES	05/01/2024	32.75	32.75	05/14/2024
3184	MASTERCARD	2024_04 FETT	PRINTER CARTRIDGE	05/01/2024	71.50	71.50	05/14/2024
3184	MASTERCARD	2024_04 FETT	OFFICE SUPPLIES	05/01/2024	75.98	75.98	05/14/2024
3184	MASTERCARD	2024_04 FETT	ANNUAL MEMBERSHIP	05/01/2024	179.00	179.00	05/14/2024
3184	MASTERCARD	2024_04 GAG	Monthly Subscription	05/01/2024	40.00	40.00	05/14/2024
3184	MASTERCARD	2024_04 GAG	Meeting Room Reservation	05/01/2024	75.00	75.00	05/14/2024
3184	MASTERCARD	2024_04 GAG	Monthly Subscription	05/01/2024	20.00	20.00	05/14/2024
3184	MASTERCARD	2024_04 GAG	Monthly Subscription	05/01/2024	60.00	60.00	05/14/2024
3184	MASTERCARD	2024_04 GILB	Meals - Hight Angle Training	05/01/2024	154.28	154.28	05/14/2024
3184	MASTERCARD	2024_04 GLAS	Office Chair	05/01/2024	1,349.00	1,349.00	05/14/2024
3184	MASTERCARD	2024_04 GLAS	Dispatcher Lunch	05/01/2024	78.56	78.56	05/14/2024
3184	MASTERCARD	2024_04 GLAS	Fax	05/01/2024	34.99	34.99	05/14/2024
3184	MASTERCARD	2024_04 GLAS	Transaction Fee	05/01/2024	.31	.31	05/14/2024
3184	MASTERCARD	2024_04 GLAS	Training - Phillips	05/01/2024	466.00	466.00	05/14/2024
3184	MASTERCARD	2024_04 GLAS	Spring Pass	05/01/2024	50.00	50.00	05/14/2024
3184	MASTERCARD	2024_04 GRA	4 toner cartridges	05/01/2024	380.67	380.67	05/14/2024
3184	MASTERCARD	2024_04 GRA	winter changeover	05/01/2024	99.96	99.96	05/14/2024
3184	MASTERCARD	2024_04 GRA	postage to 14778, 85635	05/01/2024	7.84	7.84	05/14/2024
3184	MASTERCARD	2024_04 GRA	postage to 62523, 66604	05/01/2024	8.54	8.54	05/14/2024
3184	MASTERCARD	2024_04 GRA	18 books	05/01/2024	367.20	367.20	05/14/2024
3184	MASTERCARD	2024_04 GRA	Caldecott Gold Seals / 24/PK	05/01/2024	19.19	19.19	05/14/2024
3184	MASTERCARD	2024_04 GRA	postage to 98104	05/01/2024	3.92	3.92	05/14/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2024_04 GRA	postage to 52241, 95819	05/01/2024	7.84	7.84	05/14/2024
3184	MASTERCARD	2024_04 GRA	key blank (2)	05/01/2024	4.00	4.00	05/14/2024
3184	MASTERCARD	2024_04 GRA	postage to 72201, 82901, 84121,	05/01/2024	38.43	38.43	05/14/2024
3184	MASTERCARD	2024_04 GRA	mini stretch cord 4 pk 10in (4); stri	05/01/2024	40.95	40.95	05/14/2024
3184	MASTERCARD	2024_04 GRA	storage bins, binder clips, pens, ta	05/01/2024	165.75	165.75	05/14/2024
3184	MASTERCARD	2024_04 GRA	postage to 62650, 59317	05/01/2024	22.84	22.84	05/14/2024
3184	MASTERCARD	2024_04 GRA	pens	05/01/2024	15.59	15.59	05/14/2024
3184	MASTERCARD	2024_04 GRA	16 books	05/01/2024	438.28	438.28	05/14/2024
3184	MASTERCARD	2024_04 GRA	postage to 36602	05/01/2024	6.02	6.02	05/14/2024
3184	MASTERCARD	2024_04 GRA	1 book	05/01/2024	24.95	24.95	05/14/2024
3184	MASTERCARD	2024_04 GRA	phone charger cords	05/01/2024	37.93	37.93	05/14/2024
3184	MASTERCARD	2024_04 GRA	summer reading program supplies	05/01/2024	319.90	319.90	05/14/2024
3184	MASTERCARD	2024_04 GRA	postage to 61801, 98027, 59068	05/01/2024	12.46	12.46	05/14/2024
3184	MASTERCARD	2024_04 GRA	1 book	05/01/2024	12.99	12.99	05/14/2024
3184	MASTERCARD	2024_04 GRA	postage to 98446, 59254, 92705	05/01/2024	12.46	12.46	05/14/2024
3184	MASTERCARD	2024_04 HAPP	Hotel - Happe	05/01/2024	407.76	407.76	05/14/2024
3184	MASTERCARD	2024_04 HAPP	Snacks for Jury Trial	05/01/2024	49.54	49.54	05/14/2024
3184	MASTERCARD	2024_04 HAPP	cloud storage for court	05/01/2024	.99	.99	05/14/2024
3184	MASTERCARD	2024_04 HAR	Battery	05/01/2024	224.98	224.98	05/14/2024
3184	MASTERCARD	2024_04 HAR	Coffee filters	05/01/2024	7.78	7.78	05/14/2024
3184	MASTERCARD	2024_04 HAR	LPC event food	05/01/2024	219.90	219.90	05/14/2024
3184	MASTERCARD	2024_04 HAR	Evidence hard drive/chair casters	05/01/2024	133.99	133.99	05/14/2024
3184	MASTERCARD	2024_04 HAR	chair casters	05/01/2024	22.98-	22.98-	05/14/2024
3184	MASTERCARD	2024_04 HAR	chair casters	05/01/2024	22.98	22.98	05/14/2024
3184	MASTERCARD	2024_04 HOFF	Supplies	05/01/2024	227.34	227.34	05/14/2024
3184	MASTERCARD	2024_04 HOL	Spring Flyer Stuffing Supplies	05/01/2024	5.20	5.20	05/14/2024
3184	MASTERCARD	2024_04 HOL	Spring Flyer Stuffing Supplies	05/01/2024	5.20	5.20	05/14/2024
3184	MASTERCARD	2024_04 HOL	Spring Flyer Stuffing Supplies	05/01/2024	5.20	5.20	05/14/2024
3184	MASTERCARD	2024_04 HOL	Spring Flyer Stuffing Supplies	05/01/2024	5.19	5.19	05/14/2024
3184	MASTERCARD	2024_04 HOL	Spring Flyer Stuffing Supplies	05/01/2024	5.19	5.19	05/14/2024
3184	MASTERCARD	2024_04 HOL	Continuing Education	05/01/2024	20.00	20.00	05/14/2024
3184	MASTERCARD	2024_04 KINNI	Spring Cleanup Supplies	05/01/2024	64.97	64.97	05/14/2024
3184	MASTERCARD	2024_04 KINNI	Spring Cleanup Supplies	05/01/2024	64.97	64.97	05/14/2024
3184	MASTERCARD	2024_04 KINNI	Spring Cleanup Supplies	05/01/2024	64.97	64.97	05/14/2024
3184	MASTERCARD	2024_04 KINNI	Subscription services	05/01/2024	56.59	56.59	05/14/2024
3184	MASTERCARD	2024_04 KINNI	CDL Training App- Subscription se	05/01/2024	87.98	87.98	05/14/2024
3184	MASTERCARD	2024_04 KINNI	Office supplies	05/01/2024	15.31	15.31	05/14/2024
3184	MASTERCARD	2024_04 KINNI	Office supplies	05/01/2024	15.32	15.32	05/14/2024
3184	MASTERCARD	2024_04 KINNI	Office supplies	05/01/2024	15.32	15.32	05/14/2024
3184	MASTERCARD	2024_04 KINNI	Office supplies	05/01/2024	15.32	15.32	05/14/2024
3184	MASTERCARD	2024_04 KINNI	Office supplies	05/01/2024	15.32	15.32	05/14/2024
3184	MASTERCARD	2024_04 KINNI	Office supplies- Transfer Station T	05/01/2024	239.68	239.68	05/14/2024
3184	MASTERCARD	2024_04 KINNI	Fuel- BacT Samples to Billings	05/01/2024	51.01	51.01	05/14/2024
3184	MASTERCARD	2024_04 KINNI	Office supplies- Transfer Station s	05/01/2024	1,051.47	1,051.47	05/14/2024
3184	MASTERCARD	2024_04 KINNI	Tablet protection plan	05/01/2024	61.99	61.99	05/14/2024
3184	MASTERCARD	2024_04 KINNI	Water Dept. Supplies- vinegar	05/01/2024	9.00	9.00	05/14/2024
3184	MASTERCARD	2024_04 KINNI	DOT Physical-Wakkuri	05/01/2024	100.00	100.00	05/14/2024
3184	MASTERCARD	2024_04 PIER	Meals - Q/A	05/01/2024	35.00	35.00	05/14/2024
3184	MASTERCARD	2024_04 PIER	Meals - Hight Angle Training	05/01/2024	91.26	91.26	05/14/2024
3184	MASTERCARD	2024_04 PIER	Meals - Hight Angle Training	05/01/2024	30.00	30.00	05/14/2024
3184	MASTERCARD	2024_04 PIER	Meals - Hight Angle Training	05/01/2024	82.00	82.00	05/14/2024
3184	MASTERCARD	2024_04 PIER	Meals - Hight Angle Training	05/01/2024	5.97	5.97	05/14/2024
3184	MASTERCARD	2024_04 PIER	Meals - Hight Angle Training	05/01/2024	119.55	119.55	05/14/2024
3184	MASTERCARD	2024_04 PIER	Meals - Hight Angle Training	05/01/2024	44.59	44.59	05/14/2024
3184	MASTERCARD	2024_04 PURK	Medwrite	05/01/2024	4,307.02	4,307.02	05/14/2024
3184	MASTERCARD	2024_04 PURK	File 941	05/01/2024	5.95	5.95	05/14/2024
3184	MASTERCARD	2024_04 RUBI	Training	05/01/2024	350.00	350.00	05/14/2024



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2024_04 RUBI	Recruiting	05/01/2024	360.00	360.00	05/14/2024
3184	MASTERCARD	2024_04 SKAG	Office Supplies	05/01/2024	64.77	64.77	05/14/2024
3184	MASTERCARD	2024_04 SKAG	PPE	05/01/2024	42.79	42.79	05/14/2024
3184	MASTERCARD	2024_04 SKAG	Operating Supplies	05/01/2024	34.10	34.10	05/14/2024
3184	MASTERCARD	2024_04 SKAG	Operating Supplies	05/01/2024	76.21	76.21	05/14/2024
3184	MASTERCARD	2024_04 STOR	Spring Cleanup Supplies	05/01/2024	26.82	26.82	05/14/2024
3184	MASTERCARD	2024_04 STOR	Phone case- Casey	05/01/2024	64.98	64.98	05/14/2024
3184	MASTERCARD	2024_04 TARR	Rec Cross Lifeguard Management	05/01/2024	120.00	120.00	05/14/2024
3184	MASTERCARD	2024_04 TARR	Communication Tool	05/01/2024	3.12	3.12	05/14/2024
3184	MASTERCARD	2024_04 TARR	Media / Advertisement	05/01/2024	12.00	12.00	05/14/2024
3184	MASTERCARD	2024_04 TARR	Coach Training	05/01/2024	134.00	134.00	05/14/2024
3184	MASTERCARD	2024_04 TARR	Coach Training	05/01/2024	24.97	24.97	05/14/2024
3184	MASTERCARD	2024_04 TARR	Print Materials	05/01/2024	149.78	149.78	05/14/2024
3184	MASTERCARD	2024_04 TARR	Coach Training / Background Che	05/01/2024	1,000.00	1,000.00	05/14/2024
3184	MASTERCARD	2024_04 TARR	Baseball Supplies - Batting Helme	05/01/2024	62.07	62.07	05/14/2024
3184	MASTERCARD	2024_04 TARR	Baseball Supplies	05/01/2024	37.04	37.04	05/14/2024
3184	MASTERCARD	2024_04 TARR	Baseball Supplies	05/01/2024	41.54	41.54	05/14/2024
3184	MASTERCARD	2024_04 TIDW	Cleaner, ratchet set	05/01/2024	328.00	328.00	05/14/2024
3184	MASTERCARD	2024_04 TIDW	Operating Supplies	05/01/2024	55.98	55.98	05/14/2024
3184	MASTERCARD	2024_04 TOW	Operating Supplies	05/01/2024	1,659.14	1,659.14	05/14/2024
3184	MASTERCARD	2024_04 TOW	MVD CDL Test	05/01/2024	41.72	41.72	05/14/2024
3184	MASTERCARD	2024_04 TOW	MVD CDL Test- service charge	05/01/2024	.96	.96	05/14/2024
3184	MASTERCARD	2024_04 TOW	Operating Supplies	05/01/2024	194.61	194.61	05/14/2024
3184	MASTERCARD	2024_04 WOO	Certificate Renewal	05/01/2024	315.00	315.00	05/14/2024
3184	MASTERCARD	2024_04 WOO	Training	05/01/2024	45.00	45.00	05/14/2024
3184	MASTERCARD	2024_04 WOO	Training	05/01/2024	45.00	45.00	05/14/2024
3184	MASTERCARD	2024_04 WOO	Training	05/01/2024	45.00	45.00	05/14/2024
3184	MASTERCARD	2024_04 WOO	Training	05/01/2024	45.00	45.00	05/14/2024
Total MASTERCARD:					19,558.95	19,558.95	
<b>MEYER ELECTRIC AND GROUNDS REPAIR, LLC</b>							
3812	MEYER ELECTRIC AND GROUN	1206	GYM LIGHTS	02/07/2024	258.94	258.94	06/21/2024
Total MEYER ELECTRIC AND GROUNDS REPAIR, LLC:					258.94	258.94	
<b>MIDWAY RENTAL, INC.</b>							
3040	MIDWAY RENTAL, INC.	1946778-0001	RENT-HAMMER DRILL-RVDUMP	05/23/2024	74.16	74.16	06/27/2024
Total MIDWAY RENTAL, INC.:					74.16	74.16	
<b>MISC</b>							
99999	MISC	2024.6.24	WITNESS FEE	06/24/2024	10.00	10.00	06/25/2024
99999	MISC	TK2023-0043	Bond Refund	06/21/2024	2,000.00	2,000.00	06/21/2024
99999	MISC	TK2023-0139.4	RESTITUTION	06/14/2024	91.00	91.00	06/14/2024
99999	MISC	TK2023-0139.5	RESTITUTION	06/21/2024	91.00	91.00	06/21/2024
99999	MISC	TK2023-0303	RESTITUTION	06/07/2024	430.00	430.00	06/07/2024
99999	MISC	TK2023-0426	Bond Refund	06/28/2024	345.00	345.00	06/28/2024
99999	MISC	TK2024-0149	Bond Refund	06/28/2024	1,540.00	1,540.00	06/28/2024
99999	MISC	TK2024-0157	RESTITUTION	06/21/2024	100.00	100.00	06/21/2024
99999	MISC	TK2024-0201	Bond Refund	06/14/2024	185.00	185.00	06/14/2024
99999	MISC	TK2024-0216	Bond Refund	06/28/2024	1,970.00	1,970.00	06/28/2024
Total MISC:					6,762.00	6,762.00	
<b>MOBILE REPAIR &amp; WELDING, INC</b>							
10	MOBILE REPAIR & WELDING, IN	35063	BULLET HINGES	06/17/2024	20.10	20.10	06/25/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MOBILE REPAIR & WELDING, INC:					20.10	20.10	
<b>MONTANA AIR CARTAGE</b>							
3808	MONTANA AIR CARTAGE	LVQ53124	Courier Service	05/31/2024	321.75	321.75	06/25/2024
Total MONTANA AIR CARTAGE:					321.75	321.75	
<b>MONTANA DEPT OF ENVIRONMENTAL</b>							
2346	MONTANA DEPT OF ENVIRONM	2024.6.1	SOLID WASTE LIC #476	06/01/2024	480.00	480.00	06/25/2024
Total MONTANA DEPT OF ENVIRONMENTAL:					480.00	480.00	
<b>MOTOROLA</b>							
2634	MOTOROLA	8281916029	RADIO-SPEAKER MICROPHON	06/17/2024	2,261.19	2,261.19	06/27/2024
Total MOTOROLA:					2,261.19	2,261.19	
<b>MOUNTAIN FRESH CLEANING</b>							
10005	MOUNTAIN FRESH CLEANING	FB0000108	JANITORIAL SERIVCES	07/09/2024	.00	.00	
Total MOUNTAIN FRESH CLEANING:					.00	.00	
<b>MUNICIPAL EMERGENCY SERVICES</b>							
2604	MUNICIPAL EMERGENCY SERV	IN2068664	SCBA MAINTENANCE	06/13/2024	2,303.04	2,303.04	06/25/2024
Total MUNICIPAL EMERGENCY SERVICES:					2,303.04	2,303.04	
<b>NORTH CENTRAL LABORATORIES</b>							
33	NORTH CENTRAL LABORATORI	50532	BUFFER CAPSULES	06/19/2024	172.68	172.68	06/27/2024
Total NORTH CENTRAL LABORATORIES:					172.68	172.68	
<b>NORTHWEST PIPE FITTINGS, INC</b>							
423	NORTHWEST PIPE FITTINGS, I	514266	COMPRESSION COUPLING	06/13/2024	5,756.88	5,756.88	06/25/2024
Total NORTHWEST PIPE FITTINGS, INC:					5,756.88	5,756.88	
<b>NORTHWESTERN ENERGY</b>							
151	NORTHWESTERN ENERGY	0107897-1 204	228 W CALLENDER	06/10/2024	737.64	737.64	06/25/2024
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	06/14/2024	218.30	218.30	06/25/2024
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	06/14/2024	218.30	218.30	06/25/2024
151	NORTHWESTERN ENERGY	0709794-2 202	WRF 316 Bennett	06/10/2024	.00	.00	
151	NORTHWESTERN ENERGY	0709796-7 202	97 View Vista Drive	06/13/2024	6.00	6.00	06/25/2024
151	NORTHWESTERN ENERGY	0709869-2 202	Carol Lane	06/13/2024	123.06	123.06	06/25/2024
151	NORTHWESTERN ENERGY	0709870-0 202	G Street Park - 422 S G	06/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	0709871-8 202	Star Addition - Lights	06/13/2024	284.25	284.25	06/25/2024
151	NORTHWESTERN ENERGY	0709873-4 202	800 W Cambridge - Pump Station	06/13/2024	25.08	25.08	06/25/2024
151	NORTHWESTERN ENERGY	0709874-2 202	Werner Addition Pump	06/10/2024	.00	.00	
151	NORTHWESTERN ENERGY	0709875-9 202	900 River Drive Pump	06/10/2024	3,284.70	3,284.70	06/25/2024
151	NORTHWESTERN ENERGY	0709876-7 202	132 South B Street - B St Well	06/10/2024	1,884.93	1,884.93	06/25/2024
151	NORTHWESTERN ENERGY	0709878-3 202	227 River Drive - Concessions sta	06/27/2024	.00	.00	
151	NORTHWESTERN ENERGY	0709879-1 202	227 River Drive - Softball Field	06/10/2024	124.59	124.59	06/25/2024
151	NORTHWESTERN ENERGY	0709891-6 202	15 Fleshman Creek-Cemetery Wo	06/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	0709892-4 202	40 Water Tower Avenue	06/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	0709894-0 202	56 Water Tower	06/07/2024	526.54	526.54	06/25/2024
151	NORTHWESTERN ENERGY	0709914-6 202	1011 River Dr - Edge Water Sewe	06/10/2024	17.85	17.85	06/25/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	0719058-0 202	3 Rogers Lane Lift Station	06/10/2024	114.53	114.53	06/25/2024
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	06/07/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	06/07/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	06/07/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720176-7 202	Weimer Park	06/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	1134866-1 202	N 2nd & Montana & Chinook	06/13/2024	39.01	39.01	06/25/2024
151	NORTHWESTERN ENERGY	1134879-4 202	N 7th & Montana & Chinook	06/13/2024	23.53	23.53	06/25/2024
151	NORTHWESTERN ENERGY	1155965-5 202	229 River Drive	06/13/2024	1.81	1.81	06/25/2024
151	NORTHWESTERN ENERGY	1290352-2 202	School Flasher Park & 13th	06/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	1441030-2 202	D & Geyser Well House	06/10/2024	1,661.52	1,661.52	06/25/2024
151	NORTHWESTERN ENERGY	1452951-5 202	Starlow on Monroe	06/10/2024	380.08	380.08	06/25/2024
151	NORTHWESTERN ENERGY	1493850-0 202	412 W Callender	06/13/2024	39.83	39.83	06/25/2024
151	NORTHWESTERN ENERGY	1498936-2 202	I90 & 89S-ing	06/13/2024	6.30	6.30	06/25/2024
151	NORTHWESTERN ENERGY	1594141-2 202	9th & 10th Lift Station	06/10/2024	38.70	38.70	06/25/2024
151	NORTHWESTERN ENERGY	1613803-4 202	M & N on Callender	06/13/2024	36.39	36.39	06/25/2024
151	NORTHWESTERN ENERGY	1728687-3 202	Transfer Station 408 Bennett Stre	06/07/2024	398.32	398.32	06/25/2024
151	NORTHWESTERN ENERGY	1747570-8 202	D & E on Callender	06/13/2024	20.76	20.76	06/25/2024
151	NORTHWESTERN ENERGY	1747572-4 202	F & G on Callender	06/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	1893530-4 202	600 W Park	06/13/2024	43.73	43.73	06/25/2024
151	NORTHWESTERN ENERGY	1893536-1 202	E Street & Alley	06/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	1893541-1 202	18 W Park	06/13/2024	60.03	60.03	06/25/2024
151	NORTHWESTERN ENERGY	1906055-7 202	815 North 13th - Soccer Fields (Irr	06/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	2023479-5 202	900 W Geyser Street School Light	06/13/2024	6.45	6.45	06/25/2024
151	NORTHWESTERN ENERGY	2023484-5 202	1100 W Geyser Street School Lig	06/13/2024	6.45	6.45	06/25/2024
151	NORTHWESTERN ENERGY	2114861-4 202	132 South B Street Lights	06/13/2024	105.96	105.96	06/25/2024
151	NORTHWESTERN ENERGY	2138754-3 202	G Street Park - Mike Webb Park	06/14/2024	171.54	171.54	06/25/2024
151	NORTHWESTERN ENERGY	2171060-3 202	Scale House 408 Bennett Street	06/13/2024	53.14	53.14	06/25/2024
151	NORTHWESTERN ENERGY	3015965-1 202	330 Bennett - Fire Training Center	06/13/2024	56.02	56.02	06/25/2024
151	NORTHWESTERN ENERGY	3093003-6 202	114 West Summit	06/13/2024	15.23	15.23	06/25/2024
151	NORTHWESTERN ENERGY	3093023-4 202	320 North Main	06/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	3093027-5 202	105 West Park	06/13/2024	19.21	19.21	06/25/2024
151	NORTHWESTERN ENERGY	3141997-1 202	C & D on Lewis	06/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	3184602-5 202	202 South 2nd	06/13/2024	14.24	14.24	06/25/2024
151	NORTHWESTERN ENERGY	3210240-2 202	616 River Drive	06/13/2024	.16	.16	06/25/2024
151	NORTHWESTERN ENERGY	3258086-2 202	2800 East Park Lift Station	06/13/2024	166.75	166.75	06/25/2024
151	NORTHWESTERN ENERGY	3258262-9 202	320 Alpenglow Lift Station	06/07/2024	131.61	131.61	06/25/2024
151	NORTHWESTERN ENERGY	3267010-1 202	330 Bennett - Compactor	06/07/2024	238.71	238.71	06/25/2024
151	NORTHWESTERN ENERGY	3287727-6 202	320 Alpenglow LN-	06/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	3386783-9 202	Btwn G and H on Clark	06/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	3386845-6 202	Btwn I and K on Callender	06/13/2024	21.22	21.22	06/25/2024
151	NORTHWESTERN ENERGY	3386846-4 202	Btwn 7th and 8th on Summit	06/13/2024	7.53	7.53	06/25/2024
151	NORTHWESTERN ENERGY	3506014-4 202	Brookstone/Elm	06/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	3566038-0 202	114 East Callender	06/13/2024	18.00	18.00	06/25/2024
151	NORTHWESTERN ENERGY	3566039-8 202	115 East Lewis	06/13/2024	14.41	14.41	06/25/2024
151	NORTHWESTERN ENERGY	3585235-9 202	New WRF 316 Bennett	06/07/2024	15,873.75	15,873.75	06/25/2024
151	NORTHWESTERN ENERGY	3643752-3 202	115 East Clark	06/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	3643753-1 202	112 East Clark	06/13/2024	31.37	31.37	06/25/2024
151	NORTHWESTERN ENERGY	3678204-3 202	502 River Dr. Pmp	06/10/2024	232.31	232.31	06/25/2024
151	NORTHWESTERN ENERGY	3725873-8 202	340 Bennett	06/13/2024	33.61	33.61	06/25/2024
151	NORTHWESTERN ENERGY	3753023-5 202	410 Bennett Transfer St Shop	06/07/2024	332.71	332.71	06/25/2024
151	NORTHWESTERN ENERGY	3787060-7 202	Green Acres Lights	06/13/2024	73.20	73.20	06/25/2024
151	NORTHWESTERN ENERGY	3787427-8 202	Green Acres	06/13/2024	178.69	178.69	06/25/2024
151	NORTHWESTERN ENERGY	3828216-6 202	203 W Callender	06/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	3837245-4 202	220 E PARK	06/11/2024	306.13	306.13	06/25/2024
151	NORTHWESTERN ENERGY	3867654-0 202	2222 Willow Dr. Lt A	06/13/2024	27.92	27.92	06/25/2024
151	NORTHWESTERN ENERGY	3913678-3 202	Green Acres Park -	06/10/2024	187.08	187.08	06/25/2024
151	NORTHWESTERN ENERGY	3950711-6 202	Scenic Drive & Sweetgrass Lane	06/13/2024	39.47	39.47	06/25/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	4094896-0 202	207 Antelope Drive Lift Station (Fe	06/10/2024	20.23	20.23	06/25/2024
151	NORTHWESTERN ENERGY	4134094-4 202	200 E Reservoir	06/13/2024	.00	.00	
Total NORTHWESTERN ENERGY:					28,698.88	28,698.88	
<b>OUTHOUSE HEATING &amp; PLUMBING</b>							
3551	OUTHOUSE HEATING & PLUMBI	4664	WATER LINE SOCCER	04/04/2024	312.00	312.00	06/21/2024
Total OUTHOUSE HEATING & PLUMBING:					312.00	312.00	
<b>PACIFIC STEEL &amp; RECYCLING</b>							
3743	PACIFIC STEEL & RECYCLING	8737437	STEEL	06/10/2024	162.17	162.17	06/21/2024
3743	PACIFIC STEEL & RECYCLING	8739832	SQUARE TUBE	06/11/2024	199.18	199.18	06/25/2024
3743	PACIFIC STEEL & RECYCLING	8742415	FLOOR PLATE	06/13/2024	247.65	247.65	06/25/2024
Total PACIFIC STEEL & RECYCLING:					609.00	609.00	
<b>PARK COUNTY</b>							
272	PARK COUNTY	1098	ASPHALT-BILLMAN	07/10/2023	10,890.00	10,890.00	06/27/2024
272	PARK COUNTY	2024 LIBRARY	INTERNET	06/30/2024	4,890.58	4,890.58	07/01/2024
272	PARK COUNTY	2024 LIBRARY	PALO ALTO NETWORKS	06/30/2024	2,480.52	2,480.52	07/01/2024
Total PARK COUNTY:					18,261.10	18,261.10	
<b>PARK COUNTY HEALTH DEPT</b>							
255	PARK COUNTY HEALTH DEPT	90	TDAP/HEP B	06/25/2024	131.00	131.00	06/27/2024
255	PARK COUNTY HEALTH DEPT	90	TDAP	06/25/2024	66.00	66.00	06/27/2024
Total PARK COUNTY HEALTH DEPT:					197.00	197.00	
<b>PARK COUNTY SHERIFF'S OFFICE</b>							
117	PARK COUNTY SHERIFF'S OFFI	INV01573793	SOFTWARE absolute	06/07/2024	2,015.79	2,015.79	06/25/2024
Total PARK COUNTY SHERIFF'S OFFICE:					2,015.79	2,015.79	
<b>PARK COUNTY TREASURER - TECH</b>							
1702	PARK COUNTY TREASURER - T	2024.5.31	MAY COLLECTIONS	05/31/2024	323.00	323.00	06/25/2024
Total PARK COUNTY TREASURER - TECH:					323.00	323.00	
<b>PARK COUNTY TREASURER/M.L.E.A.</b>							
2156	PARK COUNTY TREASURER/M.	2024.5.31	MAY COLLECTIONS	05/31/2024	454.00	454.00	06/25/2024
Total PARK COUNTY TREASURER/M.L.E.A.:					454.00	454.00	
<b>PARK COUNTY VICTIM WITNESS</b>							
1544	PARK COUNTY VICTIM WITNES	2024.5.31	MAY COLLECTIONS	05/31/2024	540.00	540.00	06/25/2024
Total PARK COUNTY VICTIM WITNESS:					540.00	540.00	
<b>PERFORMANCE PLUMBING &amp; DRAIN LLC</b>							
10006	PERFORMANCE PLUMBING & D	629	BLDG REPAIR-DRAIN	06/03/2024	495.00	495.00	06/21/2024
Total PERFORMANCE PLUMBING & DRAIN LLC:					495.00	495.00	
<b>PITNEY BOWES</b>							
10001	PITNEY BOWES	3318944067	City Hall Lease	02/14/2024	193.00	193.00	05/03/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10001	PITNEY BOWES	3318944067	City Hall Lease	02/14/2024	193.00	193.00	05/03/2024
10001	PITNEY BOWES	3318944067	City Hall Lease	02/14/2024	193.00	193.00	05/03/2024
Total PITNEY BOWES:					579.00	579.00	
<b>RESSLER MOTOR COMPANY</b>							
10001	RESSLER MOTOR COMPANY	2024.6.25	2024 TOYOTA 4RUNNER	06/25/2024	48,771.00	48,771.00	06/26/2024
Total RESSLER MOTOR COMPANY:					48,771.00	48,771.00	
<b>RIVERSIDE HARDWARE LLC</b>							
3659	RIVERSIDE HARDWARE LLC	225379	SUPPLIES/TOOLS	06/14/2024	1,336.71	1,336.71	06/21/2024
Total RIVERSIDE HARDWARE LLC:					1,336.71	1,336.71	
<b>SALT LAKE WHOLESALE SPORTS</b>							
2213	SALT LAKE WHOLESALE SPOR	96934	55 GR FMJ	04/03/2024	864.50	864.50	06/21/2024
Total SALT LAKE WHOLESALE SPORTS:					864.50	864.50	
<b>SENIOR CITIZENS CENTER</b>							
10001	SENIOR CITIZENS CENTER	2024.6.27	donation-use of facility	06/27/2024	100.00	100.00	06/27/2024
Total SENIOR CITIZENS CENTER:					100.00	100.00	
<b>SIGNIFY NORTH AMERICA CORPORATION</b>							
10000	SIGNIFY NORTH AMERICA COR	891613403	R80A 12 BRTX	05/30/2024	12,294.00	12,294.00	06/25/2024
Total SIGNIFY NORTH AMERICA CORPORATION:					12,294.00	12,294.00	
<b>TARR, MARGARET</b>							
3586	TARR, MARGARET	2024.5.26	REIMB-SUPPLIES	05/26/2024	69.99	69.99	06/21/2024
3586	TARR, MARGARET	2024.5.26	REIMB SUPPLIES	05/26/2024	78.98	78.98	06/21/2024
Total TARR, MARGARET:					148.97	148.97	
<b>TD&amp;H ENGINEERING, INC</b>							
3390	TD&H ENGINEERING, INC	36330	REGIONAL SEWER EXTENSION	12/14/2023	2,511.50	2,511.50	06/21/2024
3390	TD&H ENGINEERING, INC	36331	ARPA I&I PROJECT	12/04/2023	400.00	400.00	06/21/2024
3390	TD&H ENGINEERING, INC	37614.1	ON CALL WATER MODELING	04/08/2024	745.16	745.16	06/21/2024
3390	TD&H ENGINEERING, INC	37614.1	MCEP WATER PROJECT APPLI	04/08/2024	106.67	106.67	06/21/2024
3390	TD&H ENGINEERING, INC	37614.1	RRFB MDT PROJECT	04/08/2024	266.67	266.67	06/21/2024
3390	TD&H ENGINEERING, INC	37614.1	HB355	04/08/2024	720.00	720.00	06/21/2024
Total TD&H ENGINEERING, INC:					4,750.00	4,750.00	
<b>TEAR IT UP L.L.C.</b>							
2999	TEAR IT UP L.L.C.	61737	ShreADING	06/12/2024	9.10	9.10	06/21/2024
2999	TEAR IT UP L.L.C.	61737	ShrEADING	06/12/2024	9.10	9.10	06/21/2024
2999	TEAR IT UP L.L.C.	61737	ShreADING	06/12/2024	9.10	9.10	06/21/2024
2999	TEAR IT UP L.L.C.	61737	ShreADING	06/12/2024	9.10	9.10	06/21/2024
Total TEAR IT UP L.L.C.:					36.40	36.40	
<b>THE MAIN PRINT SHOP</b>							
10006	THE MAIN PRINT SHOP	2024.6.27	postage rate mailer	06/27/2024	573.45	573.45	06/27/2024
10006	THE MAIN PRINT SHOP	2024.6.27	postage rate mailer	06/27/2024	573.45	573.45	06/27/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10006	THE MAIN PRINT SHOP	2024.6.27	postage rate mailer	06/27/2024	573.45	573.45	06/27/2024
Total THE MAIN PRINT SHOP:					1,720.35	1,720.35	
<b>TORGERSON'S LLC</b>							
10006	TORGERSON'S LLC	P31368	FLAP SET	05/16/2024	548.08	548.08	06/21/2024
Total TORGERSON'S LLC:					548.08	548.08	
<b>TRACTOR &amp; EQUIPMENT CO</b>							
10005	TRACTOR & EQUIPMENT CO	BLCS083780	BRUSH KT	06/13/2024	916.77	916.77	06/25/2024
Total TRACTOR & EQUIPMENT CO:					916.77	916.77	
<b>US BANK EQUIPMENT FINANCE</b>							
10001	US BANK EQUIPMENT FINANCE	530888445	COPIER	06/06/2024	288.64	288.64	06/25/2024
Total US BANK EQUIPMENT FINANCE:					288.64	288.64	
<b>USA BLUEBOOK</b>							
1430	USA BLUEBOOK	INV00285453	REPLACEMENT CAP	02/22/2024	448.15	448.15	06/25/2024
1430	USA BLUEBOOK	INV00287100	PIN INSERT	02/26/2024	236.00	236.00	06/25/2024
1430	USA BLUEBOOK	INV00287185	AQUAPLATES	02/26/2024	708.42	708.42	06/25/2024
1430	USA BLUEBOOK	S03400577	ECOLI COLIFORM BACTERIA	06/20/2024	2,892.14	2,892.14	06/25/2024
Total USA BLUEBOOK:					4,284.71	4,284.71	
<b>VERIZON WIRELESS</b>							
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	62.20	62.20	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	47.51	47.51	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	19.55	19.55	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	19.55	19.55	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	19.55	19.55	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	62.20	62.20	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	62.20	62.20	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	19.55	19.55	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	19.55	19.55	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	19.55	19.55	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	19.55	19.55	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	43.49	43.49	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	19.55	19.55	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	43.49	43.49	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	.00	.00	
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	43.49	43.49	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	19.55	19.55	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	29.08	29.08	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	29.08	29.08	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	9.77	9.77	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	9.80	9.80	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	19.55	19.55	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	47.51	47.51	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	.00	.00	
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	47.51	47.51	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	19.55	19.55	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	14.06	14.06	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	12.07	12.07	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	47.51	47.51	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	19.55	19.55	06/21/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	19.55	19.55	06/21/2024
879	VERIZON WIRELESS	9966148618	MAY CELLPHONES	06/08/2024	59.73	59.73	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	20.24	20.24	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	64.37	64.37	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	20.24	20.24	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	.00	.00	
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	.00	.00	
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	45.04	45.04	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	64.37	64.37	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	64.37	64.37	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	23.93	23.93	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	20.24	20.24	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	20.24	20.24	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	20.24	20.24	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	20.24	20.24	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	20.24	20.24	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	.00	.00	
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	45.04	45.04	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	20.24	20.24	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	12.49	12.49	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	64.44	64.44	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	45.04	45.04	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	20.24	20.24	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	20.24	20.24	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	20.24	20.24	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	12.49	12.49	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	12.49	12.49	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	12.49	12.49	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	20.24	20.24	06/21/2024
879	VERIZON WIRELESS	9966148619	JUNE CELLPHONES	06/08/2024	20.16	20.16	06/21/2024
Total VERIZON WIRELESS:					1,591.41	1,591.41	
<b>WHISTLER TOWING, LLC</b>							
3237	WHISTLER TOWING, LLC	8314	REPAIR MEDIC 3	06/11/2024	834.46	834.46	06/25/2024
3237	WHISTLER TOWING, LLC	8317	REPAIR B1	06/11/2024	380.21	380.21	06/25/2024
Total WHISTLER TOWING, LLC:					1,214.67	1,214.67	
<b>WISPWEST.NET</b>							
2087	WISPWEST.NET	351392	Internet-CIVIC CENTER	06/21/2024	63.51	63.51	06/25/2024
2087	WISPWEST.NET	351392	Internet SOCCER	06/21/2024	85.19	85.19	06/25/2024
Total WISPWEST.NET:					148.70	148.70	
<b>ZOLL MEDICAL CORPORATION</b>							
10006	ZOLL MEDICAL CORPORATION	3983694	D FIB PADS	05/31/2024	537.00	537.00	06/21/2024
10006	ZOLL MEDICAL CORPORATION	90097368	SERVICE PLAN	02/09/2024	16,839.90	16,839.90	06/21/2024
Total ZOLL MEDICAL CORPORATION:					17,376.90	17,376.90	
Grand Totals:					283,116.15	283,116.15	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_



**File Attachments for Item:**

**C. PLEDGED SECURITIES REPORT**

**DEPOSITORY BONDS AND SECURITIES**  
**June 30, 2024**

	<u>MATURITY</u>	<u>CUSIP NO.</u>	<u>TOTAL AMOUNT PLEGGED</u>
<b>FIRST INTERSTATE BANK</b>			
All Accounts			
Federal Deposit Insurance Corporation			\$ 250,000.00
FEPC	1/1/2035	3132D54K5	1,226,814.00
FMNT	4/27/2029	3134GWEL6	7,000,000.00
FMNT	7/29/2030	3134GWGJ9	6,000,000.00
FNNT	12/24/2029	3135GAAR2	10,000.00
FERM	9/25/2049	3137FPZX6	603,395.80
FERM	12/25/2048	3137H1MS2	896,408.90
FGRM	3/15/2045	3137H52U0	304,466.45
MNAR	7/1/2029	3140LGSA1	595,000.00
FFNT	11/18/2030	31422B2Z2	175,000.00
<b>TOTAL - First Interstate Bank</b>			<u><u>\$ 17,061,085.15</u></u>
<b>OPPORTUNITY BANK</b>			
All Accounts			
Federal Deposit Insurance Corporation			\$ 250,000.00
Manhattan MT School District	7/1/2025	563113AN9	90,000.00
Marion OH LTD Tax GO	12/1/1931	569832MU9	390,000.00
<b>TOTAL - Opportunity Bank</b>			<u><u>\$ 730,000.00</u></u>

**PLEDGED SECURITIES AND CASH IN BANK**  
**As of**  
**June 30, 2024**

**First Interstate Bank**

---

	<u>Total</u>
Cash & CD's on Deposit	\$ 13,878,687.99
FDIC Coverage	250,000.00
Amount Remaining	<u>13,628,687.99</u>
Pledges required @ 50%	6,814,344.00
Actual Amount of Pledges	16,811,085.15
Over (Under) Pledged	<u><u>\$ 9,996,741.16</u></u>

**PLEDGED SECURITIES AND CASH IN BANK**  
**As of**  
**June 30, 2024**

**Opportunity Bank of Montana**

---

	<u>Total</u>
Cash & CD's on Deposit	\$ 253,678.21
FDIC Coverage	250,000.00
Amount Remaining	<u>3,678.21</u>
Pledges required @ 50%	1,839.11
Actual Amount of Pledges	480,000.00
Over (Under) Pledged	<u><u>\$ 478,160.90</u></u>

**File Attachments for Item:**

**D. JUDGES MONTHLY REPORT MAY 2024**

LIVINGSTON CITY COURT  
MONTHLY FINANCIAL REPORT

Month: MAY 2024

Dismissed-Plea Agreement: 1  
“ Pretrial Diversion/Deferred: 2  
“ Miscellaneous: 3  
Paid Fines/Time Payments: 33

**Monthly Total: 39**

Paid-Bond Forfeit/Fines/Time Payments: \$7,025.00

Parking Enforcement & Police issued Parking Tickets: \$855.69

TOTAL \$7,880.69

MLEA Surcharge: \$454.00  
TECH Surcharge: \$323.00  
Victim/Witness Surcharge: \$540.00  
MISD Surcharge: \$633.00  
Court Costs \$134.02

TOTAL: (\$ 2,084.02)

**Total amount credited to City of Livingston General Fund: \$5,796.67**

*I hereby certify that this is a true and correct statement of the amount of fines/fees/costs which were fully paid and credited with the Livingston City Court during the month of: MAY 2024*

Prepared by: Holly Happe  
Hon. Holly Happe  
Livingston City Judge

Date: 6/18/24

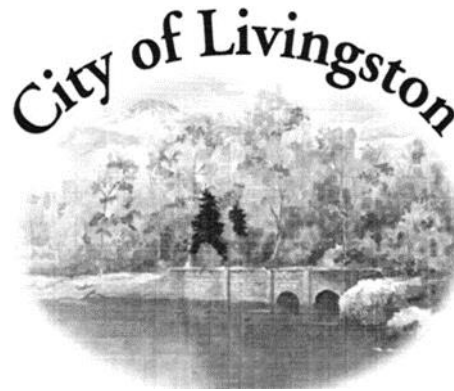
**File Attachments for Item:**

**E. CONSIDERATION OF OPEN CONTAINER SPECIAL EXCEPTION REQUEST FOR GIVE BACK TO THE YELLOWSTONE HOOTENANNY JULY 18, 2024**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
James Willich  
Quentin Schwarz  
Torrey Lyons

Date: July 16, 2024  
To: Chair Kahle and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Consideration of Request for a Special Event Exception to City of Livingston Alcohol Consumption Restrictions**

**Recommendation and Summary**

Staff is recommending the Commission approve an exception to the enforcement of restrictions on consumption of beer or liquor during the 2024 Give Back to the Yellowstone Hootenanny event on July 18, 2024, by adopting the following motion:

“I move to approve the request to create an exception to the enforcement of the restrictions on carrying or consuming alcohol during the 2024 Give Back to the Yellowstone Hootenanny event.”

The reasons for the recommendation are as follows:

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

**Introduction and History**

The applicant has submitted a Special Event Permit for a community event in Miles Park. The event has been successfully hosted in past years and includes fun in addition to alcoholic beverages.

**Analysis**

City departments have reviewed the request and are comfortable with the event as planned pending Commission approval of this waiver.

**Fiscal Impact**

Application fees will offset costs associated with the event.

**Strategic Alignment**

Growth Policy strategy 9.2.2.2. encourages the City to “Continue to provide public space and venues for community events and festivals.”

**Attachments**

- Attachment A: 2024 Give Back to the Yellowstone Hootenanny Application



received 6-5-2024  
cust # 624  
invoice #

### City of Livingston Special Event Permit Application

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

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

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

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

Renter/Contact Name: Alecia Jongeward

Organization: Montana Freshwater Partners

Email Address: [ajongeward@freshwaterpartners.org](mailto:ajongeward@freshwaterpartners.org) Tax ID Number: 45-2804436

Address: PO Box 338 City, State, Zip: Livingston, MT 59047

Mobile Phone: (406) 490-2336 Work Phone: (406) 298-7642

Group insuring event: Montana Freshwater Partners

Insurance Company: First West Insurance Policy Number: EV117103

Insurance Agent: Rob Deming Insurance Phone: (406) 992-6048

Insurance Address: 1905 Stadium Dr - Bozeman

**Event Information**

Name of Event: Give Back to the Yellowstone Hootenanny Date of Event: 7/18/24

Event Type: Fundraiser Approx # of Attendees: 100

Proposed Route(s) and/or Map(s) Attached: NO  Time(s) of event: 5 pm - 8 pm

Set up Begins: 2:00 pm	Event Begins: 5 pm	Event ends: 8 pm	Cleanup Complete: 9 pm
------------------------	--------------------	------------------	------------------------

Please provide a brief description of your event: *(use additional sheet if you need more space)*  
A community event and fundraiser that brings together river lovers in a fun afternoon of friendly competition. Please see attached sheet.

Please identify any safety / security issues:

**Do you plan for your event to:**

**Have food:** Yes  If yes, have you contacted the Park County Sanitarian at 406-222-4145 and followed all requirements? We are pairing with the JBTU - they will be grilling burgers, etc.

**Accumulate waste:** Yes  If yes, please notate your disposal plan (We recommend 1 – 96 Gallon can per 200 people):  
We will not need more than one trash can.

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

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

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

**Need restrooms:** Yes  If yes, how do you plan to accommodate? (We recommend one toilet per 250 people)  
We will not need more than one toilet.

**Need electricity:** Yes  If yes, what for and what source do you plan to use?  
We plan to use the electricity outlets in the band shell.

**Utilize parking:** Yes  If yes, how do you plan to accommodate?  
Parking areas surrounding the park will be sufficient.

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

**Miles Park Band Shell**

**Use a stage, bleachers, tents or other temporary structures:** No   
If yes, please attach a drawing of proposed location(s) and sizes. \$30 irrigation locate fee applies when in parks.

**\*Utilize Cones, A-frames or Barricades from the City of Livingston:** No   
Candlestick Cones: \_\_\_\_ @ \$3 each    A-Frames: \_\_\_\_ @ \$7 each    Barricades: \_\_\_\_ @ \$12 each

Construction Fencing: \_\_\_\_ @ \$15 / 100 feet

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

**Street Closure:** No  If yes, please notate number of streets\* in accurate space provided as well as on the route map  
\_\_\_\_ Mon – Fri, 7am – 4pm: \$110 each (up to 2 streets) \$50 per street over 2  
\_\_\_\_ Mon – Fri, 4pm-10pm; Saturday & Sunday: \$200 each (up to 2 streets) \$100 per street over 2

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

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

We will be using Neptune's draft wagon and servers who have taken the required training to serve alcohol.

Liquor Liability Attached as described in Section 7

Proof of Alcohol Server Training as described in Section 7

**Requests for special animal policy considerations as described in Section 7:** No  If yes, please describe:

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

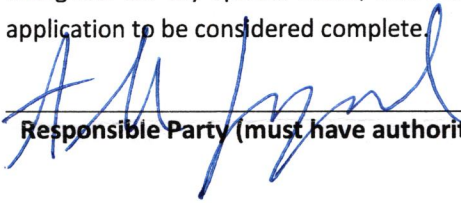
\_\_\_\_\_ Date(s) Camping will occur \_\_\_\_\_ Location of camp site(s) \_\_\_\_\_ Number of campers  
\_\_\_\_\_ Number of tents \_\_\_\_\_ Location of tent(s) \_\_\_\_\_ Fire Ring(s) needed? *(must be authorized by Fire Dept)*

Please describe plan for water/sanitation facilities and parking:

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

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

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

 \_\_\_\_\_  
**Responsible Party (must have authority to sign)** **Date**  
5/20/24

\_\_\_\_\_  
**City of Livingston City Manager** **Date**

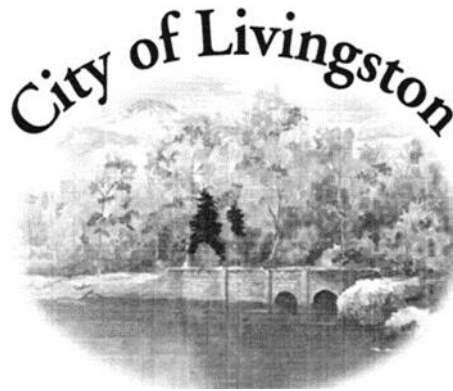
**File Attachments for Item:**

**F. CONSIDERATION OF OPEN CONTAINER SPECIAL EXCEPTION REQUEST FOR FOSSIL FEST  
JULY 19, 2024**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
James Willich  
Quentin Schwarz  
Torrey Lyons

Date: July 16, 2024  
To: Chair Kahle and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Consideration of Request for a Special Event Exception to City of Livingston Alcohol Consumption Restrictions**

**Recommendation and Summary**

Staff is recommending the Commission approve an exception to the enforcement of restrictions on consumption of beer or liquor during the 2024 Fossil Fest event on July 19, 2024, by adopting the following motion:

“I move to approve the request to create an exception to the enforcement of the restrictions on carrying or consuming alcohol during the 2024 Fossil Fest event.”

The reasons for the recommendation are as follows:

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

**Introduction and History**

The applicant has submitted a Special Event Permit for a musical event in Miles Park. The event has been successfully hosted in past years and includes both music and food in addition to alcoholic beverages. The event organizer will provide security and ensure identification of all attendees.

**Analysis**

City departments have reviewed the request and are comfortable with the event as planned pending Commission approval of this waiver.

**Fiscal Impact**

Application fees will offset costs associated with the event.

**Strategic Alignment**

Growth Policy strategy 9.2.2.2. encourages the City to “Continue to provide public space and venues for community events and festivals.”

**Attachments**

- Attachment A: 2024 Fossil Fest Application

### City of Livingston Special Event Permit Application

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

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

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

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

Renter/Contact Name: Scott Boehler

Organization: Fossil Fest Inc.

Email Address: harplore@gmail.com Tax ID Number: 516-70-7519

Address: 426 S. Yellowston City, State, Zip: Livingston, Mt. 59047

Mobile Phone: 406-224-2004 Work Phone: Am - 406-222-2037

Group insuring event: East Main St. Insurance Services, Inc.

Insurance Company: Fossil Fest Inc. Policy Number: EH. 7711324, L3848 785

Insurance Agent: Will Maddux Insurance Phone: 530-477-6521

Insurance Address: P.O. Box 1298 - Grass Valley, CA 95945

#### Event Information

Name of Event: Fossil Fest Date of Event: July 19, 2024

Event Type: Family musical event Approx # of Attendees: ~~1000~~ 500

Proposed Route(s) and/or Map(s) Attached: \_\_\_\_\_ Time(s) of event: \_\_\_\_\_

Set up	Event	Event	Cleanup
Begins: <u>12:00 noon</u>	Begins: <u>5:00 P.M.</u>	ends: <u>10:00 P.M.</u>	Complete: <u>11:00 P.M.</u>

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

The Band of Drifters 5-6:15pm  
 Big Olie 6:30-7:45pm  
 The Fossils 8-10pm

Vendors

The Owl BAR  
 Follow Yer Nose  
 Bad Burger  
 Tropical Snow  
 Coffee Crossing Lemonade  
 Berry Bowls  
 Hot Dog Champion

Please identify any safety / security issues:

Alcohol service, event in evening  
Shut down River Drive for safety

**Do you plan for your event to:**

**Have food:** Yes If yes, have you contacted the Park County Sanitarian at 406-222-4145 and followed all requirements?

See details on front

**Accumulate waste:** Yes If yes, please notate your disposal plan (We recommend 1 - 96 Gallon can per 200 people):

onsite is sufficient

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

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

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

**Need restrooms:** Yes If yes, how do you plan to accommodate? (We recommend one toilet per 250 people)

4 available

**Need electricity:** Yes If yes, what for and what source do you plan to use?

outlets in park

**Utilize parking:** Yes If yes, how do you plan to accommodate?

Civic Center

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

Band Shell Park

**Use a stage, bleachers, tents or other temporary structures:** NO

If yes, please attach a drawing of proposed location(s) and sizes. \$30 irrigation locate fee applies when in parks.

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

Candlestick Cones: \_\_\_\_ @ \$3 each A-Frames: \_\_\_\_ @ \$7 each Barricades: \_\_\_\_ @ \$12 each

Construction Fencing: \_\_\_\_ @ \$15 / 100 feet

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

**Street Closure:** Yes If yes, please notate number of streets\* in accurate space provided as well as on the route map

\_\_\_\_ Mon - Fri, 7am - 4pm: \$110 each (up to 2 streets) \$50 per street over 2 Market closure

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

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

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

The Owl - City Hall received

Liquor Liability Attached as described in Section 7

Proof of Alcohol Server Training as described in Section 7

**Requests for special animal policy considerations as described in Section 7:** Yes If yes, please describe:

~~dogs~~ Dogs must be on leash

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

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

Please describe plan for water/sanitation facilities and parking:

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

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

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

Scott Boehle 6/26/24  
Responsible Party (must have authority to sign) Date

~~City of Livingston Parks & Recreation~~ \_\_\_\_\_  
City Manager Date



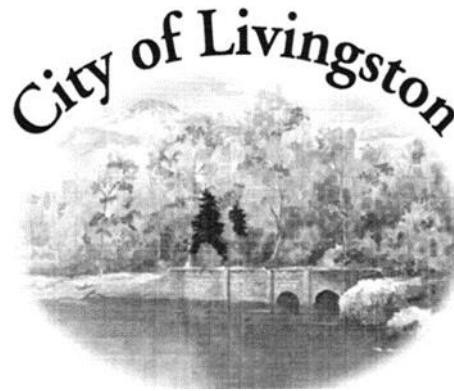
**File Attachments for Item:**

**G. CONSIDERATION OF OPEN CONTAINER SPECIAL EXCEPTION REQUEST FOR A PRIVATE EVENT ON AUGUST 3, 2024**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
James Willich  
Quentin Schwarz  
Torrey Lyons

Date: July 16, 2024  
To: Chair Kahle and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Consideration of Request for a Special Event Exception to City of Livingston Alcohol Consumption Restrictions**

**Recommendation and Summary**

Staff is recommending the Commission approve an exception to the enforcement of restrictions on consumption of beer or liquor during a private event on August 3, 2024, by adopting the following motion:

“I move to approve the request to create an exception to the enforcement of the restrictions on carrying or consuming alcohol during a private event on August 3, 2024.”

The reasons for the recommendation are as follows:

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

**Introduction and History**

The applicant has submitted a Special Event Permit for a private event in Miles Park. The event is scheduled to include both music and food in addition to alcoholic beverages. The event organizer will provide security and ensure identification of all attendees.

**Analysis**

City departments have reviewed the request and are comfortable with the event as planned pending Commission approval of this waiver.

**Fiscal Impact**

Application fees will offset costs associated with the event.

**Strategic Alignment**

Growth Policy strategy 9.2.2.2. encourages the City to “Continue to provide public space and venues for community events and festivals.”

**Attachments**

- Attachment A: 2024 Event Application

### City of Livingston Special Event Permit Application

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

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

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

Renter/Contact Name: Paige Stewart

Organization: \_\_\_\_\_

Email Address: stewartpaige423@gmail.com Tax ID Number: \_\_\_\_\_

Address: 2222A Willow Dr unit 32 City, State, Zip: Livingston, MT 59041

Mobile Phone: 406-599-4125 Work Phone: \_\_\_\_\_

Group insuring event: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Insurance Agent: \_\_\_\_\_ Insurance Phone: \_\_\_\_\_

Insurance Address: \_\_\_\_\_

**Event Information** Bandsheal & civic center

Name of Event: Webb Wedding Date of Event: Aug 3 2024

Event Type: wedding Approx # of Attendees: 130

Proposed Route(s) and/or Map(s) Attached: \_\_\_\_\_ Time(s) of event: 4 pm

Set up	Event	Event	Cleanup
Begins: <u>9 am</u>	Begins: <u>4 pm</u>	ends: <u>10 pm</u>	Complete: <u>10 am Aug 4</u>

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

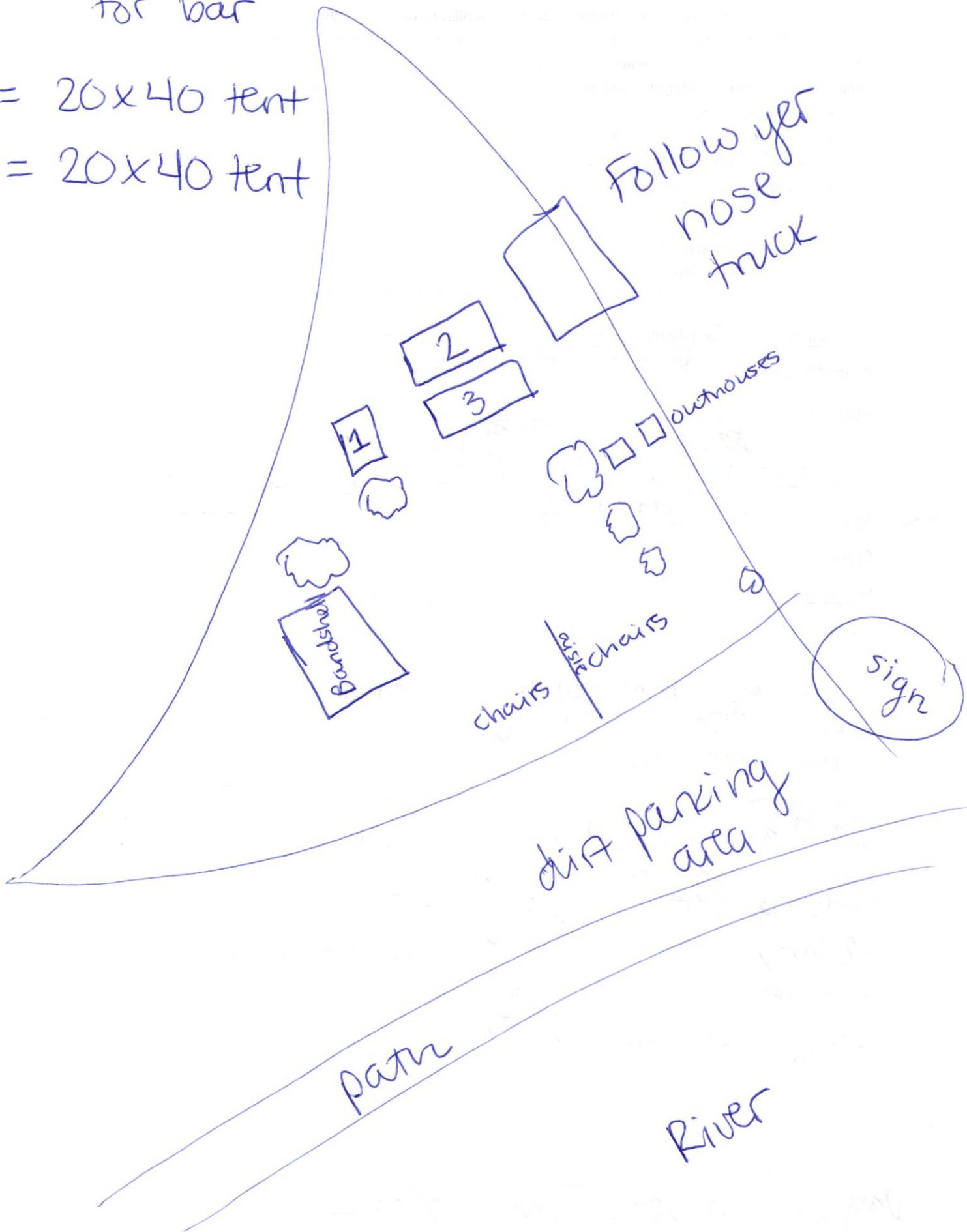
Wedding ceremony & reception  
- 2 large, 1 small tent (Tents for Events)  
- tables & chairs  
- band starting @ 7:15

Day of contact: Jamie Brink 406-223-8319

1 = small tent  
for bar

2 = 20x40 tent

3 = 20x40 tent



Follow yer  
nose  
truck

1

2

3

Bandstand

outhouses

chairs

aisle

chairs

sign

diff parking  
area

path

River

Please identify any safety / security issues:

**Do you plan for your event to:**

**Have food:** yes If yes, have you contacted the Park County Sanitarian at 406-222-4145 and followed all requirements? Follow yes nose BBQ

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

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

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

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

**Need restrooms:** yes If yes, how do you plan to accommodate? (We recommend one toilet per 250 people) outhouses + civic center restrooms

**Need electricity:** yes If yes, what for and what source do you plan to use? miles park power outlets

**Utilize parking:** yes If yes, how do you plan to accommodate? miles park parking lot

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

Bandshell / miles Park + Civic Center

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

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

Candlestick Cones: \_\_\_\_\_ @ \$3 each    A-Frames: \_\_\_\_\_ @ \$7 each    Barricades: \_\_\_\_\_ @ \$12 each

Construction Fencing: \_\_\_\_\_ @ \$15 / 100 feet

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**Street Closure:** No If yes, please notate number of streets\* in accurate space provided as well as on the route map

\_\_\_\_\_ Mon – Fri, 7am – 4pm: \$110 each (up to 2 streets) \$50 per street over 2

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

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

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

Owl will be catering alcohol.

Liquor Liability Attached as described in Section 7

Proof of Alcohol Server Training as described in Section 7

**Requests for special animal policy considerations as described in Section 7:** no If yes, please describe:

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

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

Please describe plan for water/sanitation facilities and parking:

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

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

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

[Signature] \_\_\_\_\_ 6/14/2024 \_\_\_\_\_  
Responsible Party (must have authority to sign) Date

\_\_\_\_\_  
City of Livingston City Manager Date

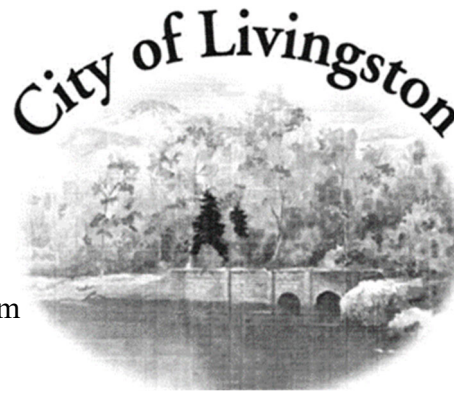
**File Attachments for Item:**

**H. APPROVAL OF CONTRACT 20092 WITH HUB INTERNATIONAL FOR GASB 75 ACTUARIAL SERVICES.**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.com  
www.livingstonmontana.org



**Chairperson**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
Quentin Schwarz  
Torrey Lyons  
James Willich

*Incorporated 1889*

Date: 7/16/2024  
To: Chair Kahle and City Commissioners  
From: Paige Fetterhoff

**Staff Report for Approval of Contract 20092 for GASB 75 Actuarial Services**

**Recommendation and Summary**

Staff is recommending the Commission approve Contract 20092. This contract is to engage HUB International to provide actuarial services to the City for the valuation of Other Postemployment Benefits.

“I move to approve Contract 20092 and authorize the City Manager to sign with Hub International to provide actuarial services.”

The reasons for the recommendation are as follows:

- This is a requirement of Governmental Accounting Standards Board Statement No. 75.
- Failure to complete this valuation would result in audit findings and jeopardize future grant opportunities.

**Introduction and History**

GASB Statement No. 75, titled Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions, was introduced in June 2015 and implementation was required for fiscal years beginning after June 15, 2017. A summary of the statement can be found at this [link](#).

**Analysis**

Hub International has been providing this service to the City since the required implementation date of GASB 75. They have completed the required report in a sufficient and timely manner and have the historical information necessary to continue to provide this service to the City.

**Attachments**

- Attachment A: Contract 20092





**ACTUARIAL SERVICES AGREEMENT**

**BETWEEN**

**HUB INTERNATIONAL GREAT PLAINS**

**AND**

**CITY OF LIVINGSTON, MONTANA**

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## Actuarial Services Agreement

THIS ACTUARIAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between HUB International Great Plains, doing business from Omaha, Nebraska, (hereinafter referred to as “Consultant”), and City of Livingston, Montana (hereinafter referred to as the “Client”).

### WITNESSETH

WHEREAS, the Client maintains several employee benefit plans which are under the general management and administration of the Client.

WHEREAS, subject to the terms and conditions set forth herein, the Client deems it appropriate to engage Consultant to provide certain actuarial services for the plans, and Consultant desires to accept such engagement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Contract for Services.** The Client hereby contracts with Consultant for their services as actuaries to the plans, and Consultant hereby accepts such contract and agrees to provide such services in accordance with this Agreement.
2. **Actuarial Services.** Consultant shall render such services as actuaries to the plans as requested by the Client. Such services shall specifically include, but shall not be limited to, the services described as follows:
  - a. Actuarial Valuation and Report
    - i. Governmental Accounting Standards Board GASB 75
      - Analyze the data prepared by the Client to assess any inconsistencies and make recommendations for enhancing data quality
      - Measurement of the Present Value of Future Benefits (PVFB) as of the date of compliance with GASB 75
      - Measurement of the Actuarial Accrued Liability (AAL), or Total OPEB Liability, as of the date of compliance with GASB 75
      - Calculation of the Net OPEB Liability as of the date of compliance with GASB 75
      - Calculation of the OPEB Expense for the fiscal year of compliance with GASB 75 which would be the basis for the reported annual cost of the plans for accounting purposes, and

- Schedule of the Deferred Inflows and Outflows of Resources that will be disclosed in the Client's financial reports for the fiscal year in compliance with GASB 75
- b. Assist in preparation of the necessary material for the Comprehensive Annual Financial Report to comply with GASB reporting and disclosure requirements. Provide tools or direction in complying with the requirements after engagement is complete.
- c. As appropriate and if requested, prepare an analysis on how establishing a trust or equivalent arrangement would affect the interest rate assumption. Timing considerations of establishing the trust should also be considered.
- d. As appropriate and if requested, provide recommendations on managing the OPEB liability. This may include changes in benefit design or retiree contributions, including specific recommendations and options.
- e. As appropriate and if requested, review and update plan documents and design. Make recommendations as to formalizing informal plans and procedures.
- f. General Actuarial Consulting Services  
  
Relating to: (i) administration of the plans; (ii) general trends in actuarial practices; and (iii) changes in federal legislation and regulations, all upon request by the Client.
- g. Attendance at Meeting  
  
If requested, the actuary may attend a meeting to review and discuss results of the annual actuarial valuation. We will distribute and discuss a management summary of the valuation at the annual meeting.
- h. Additional Valuation Results  
  
At the request of the Client, Consultant will extend the actuarial valuation analysis to determine the effect on annual costs and the funded status of the plans as a result of:
  - a change in actuarial assumptions or actuarial methods
  - a change in eligibility requirements of existing benefit provisions
  - changes in benefit provisions

i. Report to Auditors/Assisting Auditors

At the request of the Client, Consultant will respond to the auditor's request for information regarding the annual actuarial valuation and financial disclosures that may be needed to provide the audit confirmation.

- 3. Other Consulting Services.** Consultant will provide, at the Client's request, additional consulting services to the plans. These services may include, but are not limited to, (i) additional meetings; (ii) plan design analysis; (iii) merger/acquisitions and impact on the existing plans or the plans of acquired entities; (iv) plan document or plan summary reviews; (v) any other actuarial or administrative consulting services deemed necessary or appropriate by the plans of the Client; (vi) suggestions/recommendations by Consultant.
- 4. Actuarial Fees.** As consideration for any of the services set forth in Paragraphs 2 and 3 above, the Client agrees to pay Consultant fees based on any direct expenses, any related travel expenses and hourly time charges based on the time recorded to complete the services and the hourly billing rates for the designated personnel as follows:

Principal Actuary	\$300
OPEB Actuarial Analyst	\$200
Group Medical Consultant	\$300

However, for the 2024 fiscal year valuation, Consultant will guarantee the maximum fees to complete the services set forth in Paragraph 2a and 2b will be no more than \$4,500. The maximum fees will be no more than \$1,200 for services set forth in Paragraph 2g.

Hourly rates for years following 2024 may be increased to reflect trends in hourly rates, but any increase will not exceed 5% for each year following 2024.

- 5. Invoices.** Consultant shall provide the Client with quarterly invoices not later than the twenty-fifth (25th) day of the month following each calendar quarter. These invoices shall set forth the amount of fees above for the preceding calendar quarter.

Payment for services must be made within 30 days of receipt of invoice. Payments made subsequent to such period, shall be subject to a late charge and interest at a rate of 5%.

6. **Term.** The term of this Agreement shall commence on the Effective Date, and shall continue through December 31, 2026, unless terminated before that time by the Client. The continuation of the agreement shall be contingent upon the periodic review by the Client of the services being provided by Consultant. This Agreement may be renewed for additional annual periods by mutual written agreement by both parties.
7. **Termination.** The Client may terminate this Agreement at any time, with or without cause, by providing delivery of at least 60 days' advance written notice to Consultant. In the event that the Client exercises its right to terminate the Agreement as provided in this Paragraph 7, Consultant shall be entitled to payment pursuant to Paragraph 5 hereof for services actually rendered to the Client prior to the date of termination.

Consultant may terminate this agreement at any time, with or without cause, by providing delivery of at least 60 days written advance notice to the Client.

8. **Indemnification of the Plans.** Consultant shall defend, indemnify and hold the Client harmless from and against any and all claims, suits, losses, liabilities, costs, damages and expenses, including reasonable attorneys' fees and court costs, suffered or incurred by the Client arising from or as a result of negligence, fraud or willful misconduct by Consultant or any representative, agent or employee of Consultant, or any such party's failure to perform its duties and obligations under this Agreement.

The Client shall defend, indemnify and hold Consultant harmless from and against any and all claims, suits, losses, liabilities, costs, damages and expenses, including reasonable attorney's fees and court costs, suffered or incurred by Consultant arising from or as a result of negligence, fraud or willful misconduct by the Client or any representative, agent or employee of the Client or any such party's failure to perform its duties and obligations under this Agreement.

9. **Insurance.** From and after the Effective Date and continuing throughout the term of this Agreement, Consultant shall, at its sole cost and expense, carry and maintain in full force and effect a professional liability/errors and omissions insurance policy with a policy limit of not less than Fifteen Million Dollars (\$15,000,000), issued by an insurance company. Consultant shall provide the Client with a certificate evidencing such coverage. Consultant shall provide the Client with not less than sixty (60) days prior written notice of any proposed change in the type, coverage or amount of insurance required hereunder.

- 10. Access to and Ownership of Files and Information.** Consultant hereby acknowledges and agrees that the Client and the Client's authorized representatives, agents and employees shall have access to and the right to examine, inspect, audit, transcribe and copy during Consultant's normal business hours, any and all accounts, books, documents, records and papers relating to the services provided pursuant to this Agreement. All such examinations shall be at the Client's expense and shall be conducted in a manner which preserves the confidentiality of Consultant's records and business operations.

All intellectual property rights (such as copyrights and trade secrets) relating to materials and information developed by or relating to the plans and disclosed or supplied to Consultant under this Agreement (the "Plans Information") will belong exclusively to the Client. All intellectual property rights (such as copyrights and trade secrets) relating to Consultant's work product (including all materials and information developed by Consultant in the course of performing services under this Agreement, but excluding Plans Information) ("Consultant's Work") will belong exclusively to Consultant. If personnel of Consultant incorporate into Consultant's Work any information relating to the plans to which Consultant's confidentiality obligations under this Agreement apply, the information so incorporated into Consultant's work will be and remain subject to such confidentiality obligations. Consultant hereby grants to the Client the perpetual and unrestricted right to use, reproduce and incorporate into other work all Consultant's work delivered to the Client under this Agreement for any internal business purpose of the Client.

- 11. Confidential Treatment of Plan Files and Information.** Consultant acknowledges and agrees that, in the course of rendering their actuarial services and otherwise performing their duties and obligations hereunder, they shall be provided and entrusted with the safekeeping of certain documents and information relating to the Client and its property and accounts (hereafter referred to as "Plans Files"). All such Plans Files shall at all times during the term of this Agreement and for a period of five (5) years thereafter, be treated by Consultant as strictly confidential and sensitive proprietary business information. Consultant shall maintain commercially reasonable policies and procedures to ensure the confidentiality and safekeeping of such Plans Files and shall not, except in accordance with the express terms of this Agreement or with the prior written consent of the Client, disclose or permit the disclosure of any Plans Files to any person or entity whatsoever other than Consultant's employees, officers and agents directly assigned to provide actuarial services to the plans hereunder, each of which shall be provided with such Plans Files solely on a "need-to know" basis and shall be bound by the confidentiality provisions of this Paragraph 11. The parties hereto acknowledge and agree that the confidentiality provisions set forth in this Paragraph 11 shall not apply to: (i) information which is already

known to Consultant prior to disclosure by the Client; (ii) information which is in the public domain or is otherwise generally available to the public; (iii) information which is available to Consultant from third parties, which third parties and information are not subject to non-disclosure obligations to the Client; or (iv) information which is independently developed by Consultant. Furthermore, in the event any court or regulatory order or other service of legal process requires Consultant to disclose information subject to the confidentiality provisions of this Paragraph 11, Consultant, after providing written notice to the Client as soon as reasonably possible after receipt of any such order or service of process, shall be permitted to make any disclosure required by law. Consultant further agrees to cooperate with the Client in responding to any such orders. Consultant acknowledges and agrees that any breach, attempted breach or repudiation of the confidentiality requirements set forth in this Paragraph 11 would produce irreparable harm and injury to the Client and therefore agree that specific performance and/or injunctive relief, in addition to any other remedies available to the Client at law or in equity, shall be remedies available to prevent the breach, attempted breach or repudiation of this Paragraph 11.

- 12. Integrated Agreement; Severability.** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No other prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties relating to the subject matter hereof and not embodied in this Agreement, shall be of any force or effect. This Agreement shall not be modified except in a writing signed by all parties hereto. If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall not be affected by such holding.
- 13. Governing Law.** The statutes, regulations, and judicial interpretations of the laws of the State of Nebraska shall determine all questions arising with respect to the provisions of this Agreement, except to the extent federal statutes supercede the laws of the State of Nebraska.
- 14. Actuarial Personnel.** Consultant shall at all times throughout the term of this Agreement maintain a team of qualified professionals comprised of designated full-time employees/ principals of Consultant who are permanently assigned to monitor, oversee and provide on a daily basis all of the actuarial services to be provided to the plans hereunder, and to receive and address all concerns communicated by the Client. The Client, in its sole discretion, shall have the right to demand the replacement of any individuals assigned to provide actuarial services to the Client hereunder, in which case Consultant shall immediately replace such person(s) with qualified replacements acceptable to the Client in its sole discretion. Consultant shall provide the Client with not less than thirty (30) days advance written notice of any personnel changes or changes in



Consultant's management or organizational structure which may have an impact on Consultant's performance hereunder. Consultant shall use its good faith best efforts to minimize any disruption or interference with the actuarial services provided to the Client as a result of any such management, organizational or personnel changes.

- 15. Limitation of Liability.** Except for fraud, gross misconduct or willful misconduct by Consultant, its affiliated companies, shareholders, associates or Board members, neither party will be liable to the other party for any indirect, consequential, incidental, special or punitive damages, including but not limited to loss of profit, income or savings, even if advised of such possibility, and neither party's total liability arising out of or related to this proposal for services under any theory of law will exceed the total remuneration payable by the Client, to Consultant in the 12 months before the accrual of the cause of action giving rise to liability.
- 16. Dispute Resolution.** Any controversy, dispute or questions arising out of, in connection with or in relation to this agreement, between the Client and HUB International Great Plains, its affiliated companies, shareholders, associates, or Board members or its interpretation, performance or nonperformance or any breach thereof shall be resolved through mediation before a mediator mutually agreed upon by the parties. In the event mediation fails to resolve the dispute within 30 days after a mediator has been agreed upon or such other longer period as may be agreed to by the parties, such controversy, dispute or question shall be settled in a court of competent jurisdiction. Any court having jurisdiction thereof may enter a judgment and each party will advance  $\frac{1}{2}$  of the cost for the proceeding. The prevailing party will be entitled to the right to record any judgment in any and all jurisdictions in order to enforce the judgment and an allocation of cost in accordance with the court's decision.



**IN WITNESS WHEREOF**, the Client and Consultant have duly executed this **ACTUARIAL SERVICES AGREEMENT** effective as of the day and year first above written.

CLIENT:

CONSULTANT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Addresses**

City of Livingston  
220 E Park Street  
Livingston MT 59047

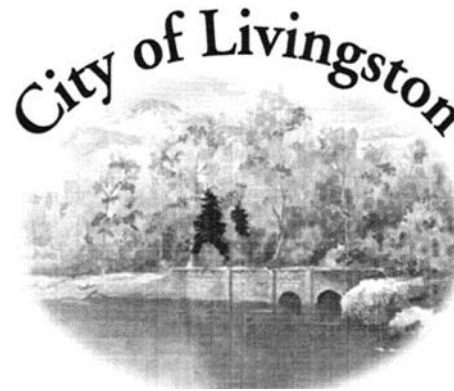
HUB International Great Plains  
11516 Miracle Hills Drive, Suite 100  
Omaha, NE 68154

**File Attachments for Item:****I. AGREEMENT 20093 WITH HUGHES FIRE EQUIPMENT FOR FIRE TRUCK**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
James Willich  
Quentin Schwarz  
Torrey Lyons

Date: July 16, 2024  
To: Chair Kahle and City Commissioners  
From: Josh Chabalowski, Fire Chief

**Staff Report for Purchase Order 20093 with Hughes Fire Equipment**

**Recommendation and Summary**

Staff is recommending that the City Commission approve purchase order 20093 with Hughes Fire Equipment for a vehicle to support the Fire and Rescue Department by adopting the following motion:

**“I move to approve purchase order 20093 and authorize the City Manager to sign.”**

The reasons for the recommendation are as follows:

- The City has included funding for a new fire vehicle in the FY 2025 budget.
- The Fire and Rescue Department has identified a vehicle that suits the need and is within budget.

**Introduction and History**

The City of Livingston Fire and Rescue Department is an all hazards department that responds throughout Park County to various events. Standard Fire apparatus are not suitable for all responses due to the specialized nature of the equipment used in certain responses. Therefore, certain specialty vehicles are frequently used during response.

**Analysis**

Livingston Fire and Rescue currently has a light duty vehicle to respond to certain non-fire calls that require specialty equipment (e.g. swift water gear and backcountry gear). The vehicle is a former command vehicle and cannot sufficiently carry all required equipment.

**Fiscal Impact**

The City Managers recommended FY 2025 budget includes \$350,000 for such a vehicle.

**Strategic Alignment**

The provision of adequate tools and equipment is essential to fulfilling the City’s mission.

**Attachments**

Attachment A: Purchase Order 20093



### Purchase Order

Number: 20093  
 Date: 07/16/2024

Vendor: HUGHES FIRE EQUIPMENT  
 3396 W. NELIS DR  
 MERIDIAN, ID 83646

Quote Ref: 5/13/2024 BME DEMO 3780

Quantity	Item #	Description	Proposal Price	Total Cost
1	BME DEMO 3780	CHEVROLET 5500 BME TYPE 6 SAWTOOTH DEMO 3780	\$323,667.00	\$323,667.00
Less Customer Drive-Out Discount				\$3,000.00
<b>PROPOSAL PRICE INCLUDING DISCOUNTS TOTAL</b>				<b>\$317,336.00</b>

The City of Livingston is a tax-exempt political subdivision of the State of Montana.

Please confirm this City of Livingston Purchase Order with Josh Chabalowshi, at firechief@livingstonmontana.org or (406) 222-2061.

Please Ship Above Listed Items to:

City of Livingston  
 Attn: Josh Chabalowski  
 414 E. Callender St.  
 Livingston, MT 59047

Order Submitted By:

---

Grant Gager  
 City Manager



May 13, 2024

Livingston Fire & Rescue, MT  
One (1) Chevrolet 5500 BME Type 6 Sawtooth Demo 3780  
Build Location: Boise, Idaho

Proposal Price, FOB: Meridian, ID	\$323,667.00
Less customer drive-out discount	(3,000.00)
<b>Proposal price including discounts</b>	<b>\$317,336.00</b>

**Terms:**

**Delivery:** This apparatus would be available for delivery within 30 days of contract execution.

**Stock/Demo Units:**

- a. This stock unit is available on a first come / first serve basis.
- b. This stock unit is sold on an As is basis with a BME Fire Trucks "Limited Warranty" and any remaining vendor warranties.

**Payment Terms:**

- a. Final payment will be due prior to delivery to the customer's location. If payment is not made at that time a late fee will be applicable.
- b. If Customer elects to purchase the proposed apparatus using a credit card a convenience fee will be applicable.

**Change Orders:** Changes processed after order placement will be processed per the following structure; deductions will be based on the option price at time of order placement, additions will be based on current pricing levels at time of change request.

**Consortium Purchase:** The proposal is based on the unit being purchased through H-GACBuy (Houston-Galveston-Area-Council Cooperative Purchasing Program) utilizing contract FS12-23 valid until 11/30/2027 with a registered End User member Interlocal Contract "ILC." It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements. More information can be found at hgacbuy.org.

**Performance Bond:** A performance bond is not included in the above pricing.

**Transportation:** Transportation of the apparatus to be driven from the factory to FOB: Meridian, ID is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **\$3,000.00** may be deducted from the purchase price. If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

**Inspection Trips:** **One (1)** factory inspection trip for **three (3)** customer representatives is included in the above pricing. The inspection trip will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip **\$1,500.00** per traveler (per trip) will be deducted from the final invoice.

**Acceptance of Proposal:** If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance. **All purchase orders shall be made out to Hughes Fire Equipment.**

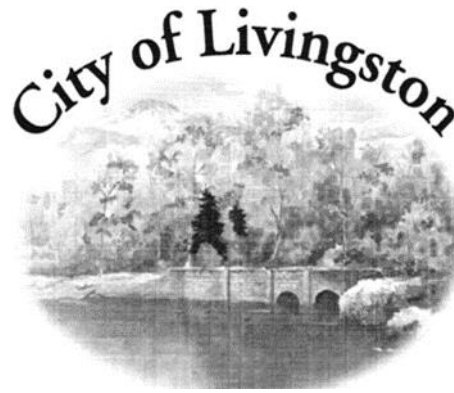
**File Attachments for Item:**

**J. AGREEMENT 20097 WITH LIVINGSTON HEALTHCARE FOR EMERGENCY MEDICAL DIRECTOR SERVICES.**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
James Willich  
Quentin Schwarz  
Torrey Lyons

Date: July 16, 2024  
To: Chair Kahle and City Commissioners  
From: Josh Chabalowski, Fire Chief

**Staff Report for Agreement 20097 with Livingston Healthcare**

**Recommendation and Summary**

Staff is recommending that the City Commission approve purchase order 20097 with Livingston Healthcare for Emergency Medical Director Services by adopting the following motion:

**“I move to approve contract 20097 and authorize the City Manager to sign.”**

The reasons for the recommendation are as follows:

- The City is operates emergency medical response services in Park County through the Fire and Rescue Department.
- Livingston Healthcare provides Emergency Medical Director services through Dr. Raymond Wright.

**Introduction and History**

The City of Livingston provides emergency medical response services through the Fire and Rescue Department using a fleet of ambulances and qualified paramedics. This service operates under the direction of Dr. Raymond Wright of Livingston Healthcare.

**Analysis**

The City and Hospital operate under an existing General Services Agreement. Livingston Healthcare and Dr. Wright have requested a new rate for the services to increase from \$500 per month to \$1,250 per month.

**Fiscal Impact**

The City funds this contract through its Ambulance Fund budget.

**Strategic Alignment**

The provision of emergency medical response services aligns with historic services provided by the City.

**Attachments**

Attachment A: Contract 20097



**GENERAL SERVICES AGREEMENT 20097**

THIS GENERAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 414 East Callender Street, Livingston, Montana 59047 (hereinafter referred to as the "City"), and Livingston HealthCare, a Montana not-for-profit organization with its principal business located at 320 Alpenglowl Lane, Livingston, Montana 59047, (hereinafter referred to as the "Consultant").

**RECITALS**

**WHEREAS**, The City desires to engage the Consultant, through Dr. Raymond Wright MD, to provide services as the Medical Director to the Livingston Fire and Rescue Service (the "LFR") and the Consultant desires to provide a qualified medical provider as the Medical Director to LFR, all upon the terms and conditions set forth and defined in this Agreement; and

**WHEREAS**, Examples of the services to be provided include, but are not limited to, medical oversight of all practitioners, protocol development and review, quality assurance and quality control, specialized instruction and training as necessary, and other services by mutual agreement; and

**WHEREAS**, The Consultant is engaged in a business independent of the City, and has the knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the services the City requires and is ready, willing and able to undertake and perform the services under the terms and conditions contained in this Agreement;

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

1. **INCORPORATION OF RECITALS.** The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
2. **NON-DISCRIMINATION.** Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Consultant agrees that all hiring will be on the basis of merit and qualifications and that the Consultant will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
3. **NATURE OF RELATIONSHIP.**
  - a. The Consultant states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Consultant shall perform and carry out the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Consultant has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Consultant shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of

an independent contractor. Because Consultant is an independent contractor, Consultant is not entitled to any worker's compensation or any benefit of employment with the City.

- b. The Consultant agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Consultant in performance of this Agreement.
- c. The Consultant, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned entities and persons have the authority to legally bind or otherwise obligate the City to any third person or entity.
- d. Each Party acknowledges that it is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended from time to time, including 45 C.F.R. Parts 160 and 164 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act and implementing regulations, as amended from time to time ("HITECH"). In performing their respective obligations under this Agreement, each Party shall comply with HIPAA and HITECH and shall only use and disclose "protected health information" (as such term is defined in HIPAA) in a manner permitted by HIPAA and HITECH, and subsequent amendments and applicable orders. The Parties further agree to comply with any state or local privacy laws with respect to any personal information that is used or disclosed in connection with performing services under this Agreement, to the extent such laws are applicable to the Parties.

#### 4. COMPENSATION.

- a. For the satisfactory completion of the Services, and any portion thereof, the City will pay the Consultant One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month.
- b. In connection with obtaining payment under this Agreement, Consultant agrees to familiarize itself with, and agrees to be bound by, the City's accounts payable claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Consultant assumes responsibility for the late filing of an accounts payable claim.
- c. In the event the Consultant seeks payment or compensation for work, materials or services not included in this Agreement, the Consultant must seek prior written authorization from the City before such expenditure is incurred. If the Consultant fails to obtain prior written authorization, the Consultant shall not be entitled to payment for the unauthorized work, materials or services.

#### 5. CONSULTANT'S RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES. The Consultant represents and warrants as follows:

- a. It and its employees possess all of the necessary qualifications, experience, know ledge, tools and equipment to undertake the performance of the Services.
- b. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, performance and furnishing of the Services.
- c. It has reviewed and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees, or agents.
- d. In connection with the Services, it will exercise the standard of care that is ordinarily used by members of the Consultant's profession practicing under similar conditions at the same time and in the same locality.

6. OWNERSHIP OF DOCUMENTS. All data, information, work in progress, documents, reports, and intellectual property developed in connection with any work under this Agreement, both in hard-copy form and as may be embodied on computer diskettes or similar information recording and storage media, is deemed the City's property and, upon request, shall be delivered to the City. Following the City's acceptance of materials described in this paragraph, the City shall indemnify and hold Consultant harmless for any changes or revisions to the plans and related documents the Consultant prepares under this Agreement that are made without Consultant's knowledge and written consent.

7. TERMINATION OF THIS AGREEMENT.

- a. If the City fails to substantially perform in accordance with the terms of this Agreement, the Consultant shall deliver to the City a written notice specifying the nature of the City's failure to substantially perform. The City shall have a period of ten ( 10) days after receiving the written notice from the Consultant to cure the failure to perform. If the City fails to cure its failure to perform within the 10-day cure period, the Consultant shall provide the City with a written notice to terminate this Agreement. The Consultant may only terminate this Agreement if it is not at fault for the City's failure to perform. Failure of the City to make payment as provided in this Agreement shall be considered nonperformance and cause for termination, unless the Consultant is at fault for the City's nonpayment.
- b. The City may terminate this Agreement upon not less than thirty (30) days prior written notice to Consultant. If the City terminates this Agreement for a reason other than fault of the Consultant, the Consultant shall receive compensation for the work/services performed prior to termination, together with reasonable expenses incurred up to the date of termination.
- c. Consultant may terminate this Agreement upon not less than thirty (30) days prior written notice to City.

8. INDEMNIFICATION AND HOLD HARMLESS.

- a. To the fullest extent permitted by law, the Consultant shall indemnify the City, its officers, employees, agents and representatives against any and all claims, actions, costs, fees (including but not limited to attorney fees and all defense costs), losses, liabilities or damage of whatever kind or nature arising from or related to Consultant's performance of this Agreement. In the event a claim should be brought or an action filed against the City with respect to the subject of this Agreement, Consultant agrees that the City may, at its election, employ attorneys of its own selection to appear and defend the claim or action on behalf of the City, at the expense of the Consultant. City, at its option, shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the City.
- b. To the fullest extent permitted by law, the City shall indemnify the Consultant, its officers, employees, agents and representatives against any and all claims, actions, costs, fees (including but not limited to attorney fees and all defense costs), losses, liabilities or damage of whatever kind or nature arising from or related to City's performance of this Agreement. In the event a claim should be brought or an action filed against the Consultant with respect to the subject of this Agreement, City agrees that the Consultant may, at its election, employ attorneys of its own selection to appear and defend the claim or action on behalf of the Consultant, at the expense of the City. Consultant, at its option, shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the Consultant.

9. INSURANCE. During the term of this Agreement, the Consultant shall maintain workers-compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.

10. COMPLIANCE WITH LAWS. The Consultant agrees it will comply with all federal, state and local laws, rules and regulations.

11. SURVIVAL. All express representations, indemnifications, or limitations of liability made in or given in this Agreement shall survive completion of the Services or the termination of this Agreement for any reason.

12. FORCE MAJEURE. The Parties shall not hold each other responsible for damages or delay in the performance of this Agreement caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

13. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail return receipt required, and addressed as follows:

City: City of Livingston  
 Attn: Grant Gager  
 414 East Callender Street Livingston, Montana 59047

Consultant: Livingston HealthCare  
ATTN:CEO  
320 Alpenglow Lane  
Livingston, Montana 59047

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

14. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.

15. CHANGES IN LAW: LEGAL EVENT; CONSEQUENCES AND REFORMATION. Compensation to Consultant shall not violate or reasonably be deemed to violate or jeopardize: (i) Consultant's status under § 501(c)(3) or § 509(a) of the Internal Revenue Code; (ii) the Medicare and Medicaid fraud and abuse/anti-kickback statutes or regulations; (iii) the federal physician self-referral ("Stark") statute or regulations; or (iv) any state law addressing Consultant and City compensation or referral relationships. If either party reasonably determines at any time that the compensation hereunder will not meet those requirements, then the parties shall negotiate in good faith to reform the compensation payable hereunder to comply with the applicable laws and regulations. If, after thirty (30) days of good faith negotiations, the parties are not able to agree upon an adjusted amount, either party may terminate this Agreement by giving the other party thirty (30) days' prior written notice. If the parties agree to such compensation adjustment, the parties shall either amend this Agreement or terminate this Agreement and enter into a new agreement, as allowed by applicable law, with such amendment or new agreement to reflect the necessary adjustments to compensation and other terms and conditions as agreed upon by the parties. The adjustments contemplated by this Section are solely for the purpose of complying with the above listed laws and regulations and are not otherwise intended to affect the compensation provisions herein.

Notwithstanding any other provision of this Agreement, if the Internal Revenue Service or any agency, including but not limited to the governmental agencies that administer the Medicare, Medicaid, or other federal programs (or their representatives or agents), or any other federal, state, or local governmental or non-governmental agency, or any court or administrative tribunal passes, issues, or promulgates any law, rule, regulation, standard, interpretation, order, decision, or judgment, including but not limited to those relating to any regulations pursuant to the U.S. Tax Code, State or federal anti-kickback or self-referral statutes, which, in the good faith judgment of one party, materially and adversely affects

Consultant's tax-exempt status, or either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to bill, to claim, to present a bill or claim, or to receive payment or reimbursement

from any federal, State or local governmental or non-governmental payer, or which subjects the Noticing Party to a risk of excise tax, prosecution or civil monetary penalty , or which, in the good faith judgment of the Noticing Party, indicates a rule or regulation with which the Noticing Party desires further compliance, then the Noticing Party may give the other party notice of intent to amend or terminate this Agreement in accordance with this Agreement.

16. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.

17. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties.

18. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.

19. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

20. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of a third party, including contractors, subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the Consultant or the City from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

21. VENUE. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue under this Agreement.

22. GOVERNING LAW. This Agreement shall be governed by the law of the State of Montana without respect to its conflicts of law principles.

23. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the state of Montana, without regard to its conflicts of law principles.

24. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used -- If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal

holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday , the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

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

**CITY OF LIVINGSTON**

**LIVINGSTON HEALTHCARE**

\_\_\_\_\_

Grant Gager, City Manager

\_\_\_\_\_

Bruce Whitfield, CEO

**ATTEST**

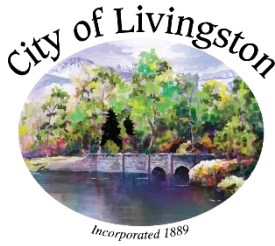
\_\_\_\_\_

Emily Hutchinson, City Clerk

**File Attachments for Item:**

**A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING JULY 19, 2024 AS PARK AND RECREATION PROFESSIONALS DAY IN LIVINGSTON, MONTANA**





*Proclamation*  
*of the Livingston City Commission*  
**Designation of July 19 as Park and Recreation  
 Professionals Day**

\*\*\*\*\*

**WHEREAS** the Livingston City Commission recognizes that the parks and recreation field is a diverse and comprehensive system that improves personal, social, environmental, and economic health; and

**WHEREAS** the Livingston City Commission recognizes the importance and benefits of park and recreation services that enrich the lives of its citizens and help make this community a desirable place to live, work, and visit; and

**WHEREAS** the Livingston City Commission supports the skilled work of park and recreation professionals to strengthen community cohesion and resiliency, connect people with nature and each other, and provide and promote opportunities for healthful living, social equity, and environmental sustainability; and

**WHEREAS** the Livingston City Commission values the essential services that park and recreation professionals and volunteers perform to provide recreational and developmental enrichment for our children, youth, adults, and older adults, and to ensure our parks and recreational spaces are clean, safe, inclusive, welcoming, and ready to use;

**NOW, THEREFORE, BE IT RESOLVED**, on behalf of the Livingston City Commission, I, Karrie Kahle, Chair, do hereby declare July 19, 2024, as:

**PARK AND RECREATION PROFESSIONALS DAY  
 IN LIVINGSTON, MONTANA**

Signed this 16th day of July, 2024.

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**Karrie Kahle, Chair**  
**Livingston City Commission**

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**Emily Hutchinson,**  
**City Clerk**

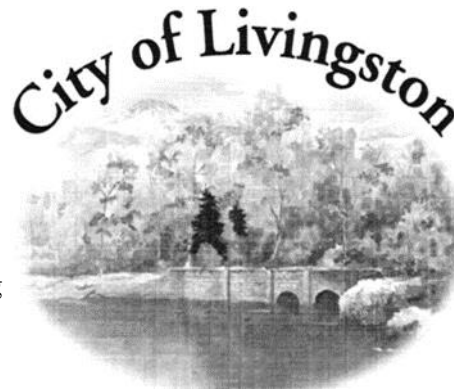
**File Attachments for Item:**

**A. ORDINANCE 3054: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTION MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ESTABLISHING A GATEWAY OVERLAY ZONING DISTRICT THAT INCLUDES CERTAIN PROPERTIES.**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chair**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
Quentin Schwarz  
Torrey Lyons  
James Willich

Date: July 16, 2024  
To: Chair Kahle and City Commissioners  
From: Jennifer Severson, Planning Director

**Staff Report for Ordinance 3054**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ESTABLISHING A GATEWAY OVERLAY ZONING DISTRICT THAT INCLUDES CERTAIN PROPERTIES**

**Recommendation and Summary**

Staff recommends the Commission approve the proposed amendment to the City of Livingston Zoning Code Chapter 30 Official Zoning Map by adopting the following motion:

“I move to approve the first reading of Ordinance 3054 to amend the City of Livingston Zoning Code Section 30.13 related to the Official Zoning Map and to authorize the Chair to sign Ordinance 3054.”

The reasons for the recommendation are as follows:

- The 2021 Growth Policy includes recommendations to identify community gateways at key entry and exit points to the City, establish building design guidelines in these gateways, and adopt a Design Overlay Zone within which those design guidelines would be enforced.
- The City must amend its Official Zoning Map to establish the Gateway Overlay Zoning District.

**Introduction and History**

In 2021, the City adopted a Growth Policy that included recommendations to identify community gateways at key entry and exit points at the periphery of City limits, establish building design guidelines in these gateways, and adopt a Design Overlay Zone within which those design guidelines would be enforced.

The Gateway Overlay Zone shown in Exhibit 3.2 – Special Districts Map in the Growth Policy encompasses three community gateway areas (see Attachment 1). Furthermore, the City previously adopted Building Design Standards in Zoning Code Section 30.46 (see Attachment 2). However, the Official Zoning Map has not yet been amended to establish a Gateway Overlay Zoning District.

The purpose of the proposed map amendment is to identify parcels to be included in the Gateway Overlay Zoning District and provide the framework to regulate the design of future commercial development/redevelopment in community gateway areas.

At a June 24, 2024 meeting, the Consolidated Land Use Board, acting in its capacity as the Livingston Zoning Commission, unanimously approved (6:0) the proposed amendment to the Official Zoning Map to establish the Gateway Overlay Zoning District.

**Analysis**

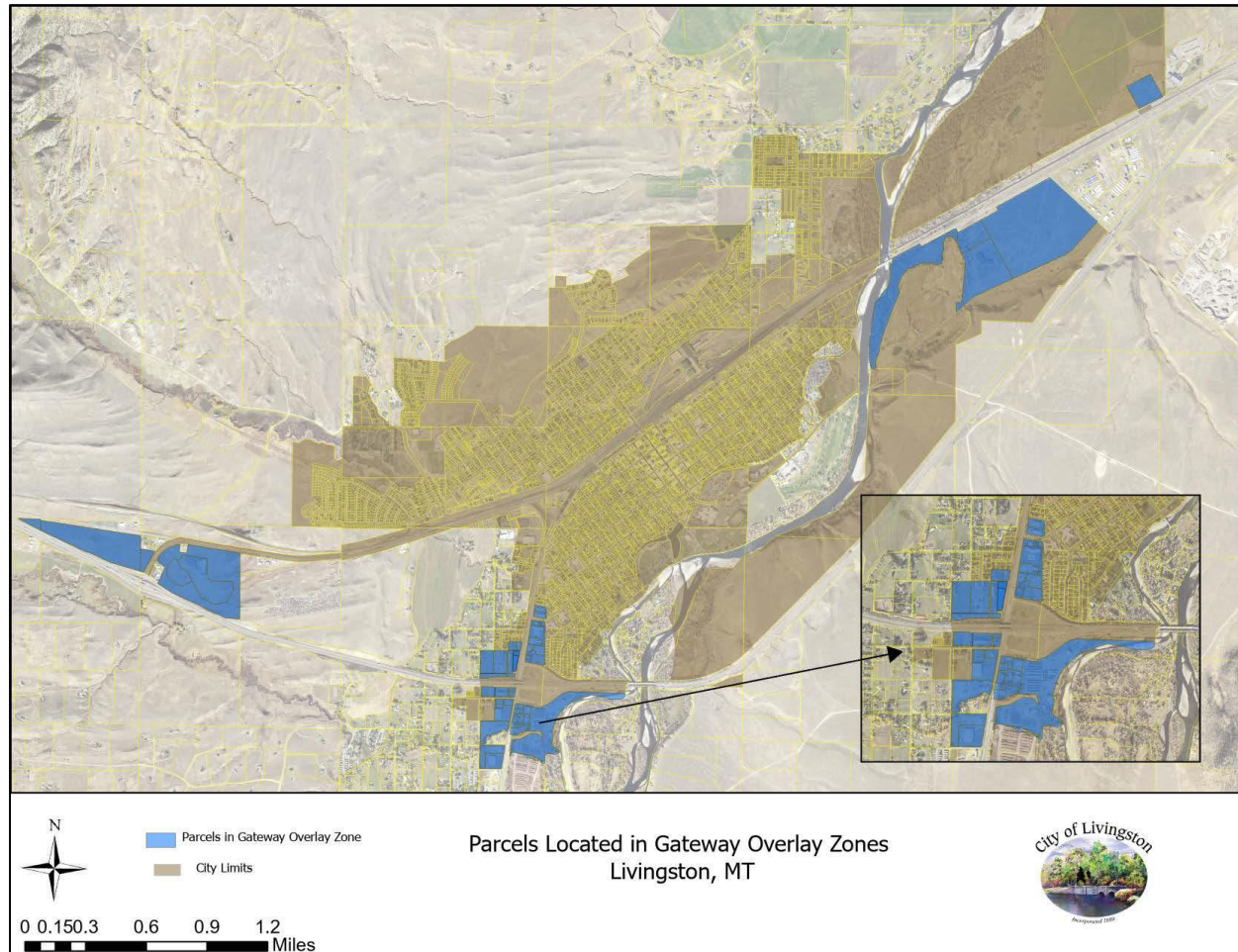
On February 26, 2024, the City hosted a Gateways Visioning Workshop to continue community discussion around Gateways that originated during the creation of the Growth Policy. A Summary and Recommendations Memo (see Attachment 3) was published outlined key takeaways from participant discussions and made recommendations for possible implementation actions, based on the inputs gained during the workshop.

In the coming year, the City will embark on a comprehensive Zoning Code Update process to align the Zoning Code with the guidance and recommendations found in the Growth Policy. Included in the Gateways Visioning Workshop Memo is the recommendation that, while the Zoning Code Update is underway, the City should utilize the existing Building Design Standards in Section 30.46, along with Growth Policy guidance, as a tool to encourage development in Gateway Areas that contributes to the vision of the community and reflects the unique character of the City of Livingston.

As stated above, although Building Design Standards already exist, the City must establish and adopt a Gateway Overlay Zoning District and amend the Official Zoning Map to be able to enforce those design standards.

The proposed Gateway Overlay Zoning District was slightly modified from the Gateway Overlay Zone illustrated in Exhibit 3.2 - Special Districts Map in the Growth Policy. Exhibit 3.2 includes parcels that are located in unincorporated Park County, outside the City limits; these parcels were removed from the proposed Gateway Overlay Zone because the City has no jurisdiction or regulatory authority outside its municipal boundaries. Additionally, Exhibit 3.2 included several parcels that were zoned for residential uses; because the Building Design Standards applies to commercial development only, all residential-zoned parcels were excluded from the proposed Gateway Overlay District.

A map of the proposed Gateway Overlay Zoning District (also see Attachment 4), as well as a list of the addresses or legal descriptions for the forty-nine (49) parcels to be included in the overlay district (also see Attachment 5) is below:



5290 US Hwy 89S; C.O.S. 2132, Parcel 4 (ID 49080305401100000); C.O.S. 2307 RB, PARCEL 4A (ID 49080307401600000); 5288 US Hwy 89S; 2420 Park Street S; 5288 US Hwy 89S; 23 West End Road; 2800 E Park Street; 320 Alpenglow Lane; 2410 Park Street S; C.O.S. 2668 RB, PARCEL 1C (ID 49080308301200000); C.O.S. 2318, PARCEL 2 (ID 49080222201250000); C.O.S. 2318, PARCEL 3, POR NW4 N OF HWY (ID 49080221201100000); C.O.S. 2748 RB, PARCEL 1A (ID 49080222204010000); 207 Antelope Drive; 100 PFL Way; 2128 W Park Street; 2120 Park Street S; SUBDIVISION 136 (BUTTREYS), LOT 2 (ID 49080223403070000); 2000 W Park Street; 114 Loves Lane; 5 Pronghorn Drive; 3 Pronghorn Drive; 2050 Park Street S; 104 Centennial Drive; 106, 108, 110 Centennial Drive; 105 Centennial Drive; 101 Centennial Drive; 103 Centennial Drive; 69 Willow Drive; 5 Rogers Lane; 105 Rogers Lane; 111 Rogers Lane; 9, 11, 13 Rogers Lane; 21 Rogers Lane; 102 B Rogers Lane; 102 A Rogers Lane; 1701 W Park Street; 1623 W Park Street; 1621 W Park Street; 1625 W Park Street; 1601 W Park Street; 1515 W Park Street; 1415 W Park Street; 1429 W Crawford Street; 1427 W Crawford Street; 1415 W Park Street; 1409 W Park Street; 16 Loves Lane.

After the Land Use Board meeting, City Staff noticed that one of the parcels included in the proposed Gateway Overlay Zone, 16 Loves Lane, was never assigned a zoning designation when it was annexed into the City in 2021. Staff is working on a Zoning Map Amendment to assign zoning to the parcel at 16 Loves Lane so that the Gateway Overlay Zone Design Standards in Sec. 30.46 will apply to future commercial development on that parcel.

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

*(1) Zoning regulations must be:*

*(a) made in accordance with a growth policy:*

The proposed map amendment to create a Gateway Overlay District supports the City’s 2021 Growth Policy by furthering the following recommendations:

- *Goal 2.1:* Preserve and enhance Livingston’s unique community character.
- *Objective 2.1.1:* Establish community gateways to indicate entrances into Livingston and celebrate its character.
- *Strategy 2.1.1.1:* Identify key roadway and non-motorized entry points – or Gateways – into Livingston.
- *Strategy 2.1.1.2:* Review, update, and enforce the policies, procedures, and building design guidelines in Livingston’s gateways.
- *Strategy 2.1.1.3:* Explore adopting design overlay zones in gateways.

*(b) designed to:*

*(i) secure safety from fire and other dangers;*

The proposed map amendment is limited to creating a new design overlay district map and identifying parcels within that district; the uses allowed on the parcels in the Gateway Overlay District will not change. Therefore, it is not anticipated that the inclusion of a parcel in the Gateway Overlay District will impact safety from fire and other dangers.

New construction resulting from commercial development/ redevelopment within the Gateway Overlay District will be subject to building permit requirements, including compliance with fire code. Construction within a regulatory floodplain will also will require a floodplain development permit and compliance with FEMA floodproofing requirements.

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

As stated above, future commercial development/ redevelopment on parcels in the Gateway Overlay District will be required to compliance with the City’s building and fire codes and floodplain regulations in place at the time of construction. This will ensure safe conditions on properties within the overlay district as well as the surrounding areas. Additionally, the Building Design Standards in Section 30.46 include requirements that

promote an enhanced pedestrian environment, which will improve pedestrian connectivity and promote public health, safety and welfare of the general public.

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

It is not anticipated that the proposed map amendment will impact the adequate provision of transportation, water, sewerage, schools, parks or other public requirements. Because the base zoning for parcels in the Gateway Overlay District will not change as a result of this map amendment, the uses that are allowed and/or restricted in the base zoning districts will also remain unchanged.

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

*(a) reasonable provision of adequate light and air;*

The proposed map amendment will not impact the reasonable provision of adequate light and air. Considerations for adequate light and air for new commercial construction within the overlay district will be addressed through required setbacks in the base zoning district for each parcel, and through adherence to building and fire codes during building permitting.

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

It is not anticipated that the proposed map amendment will directly affect motorized and nonmotorized transportation systems. However, because the applicable Building Design Standards for the overlay district promote an enhanced pedestrian environment, improved pedestrian connectivity within individual developments may be expected to result in a localized increase in pedestrian activity.

*(c) promotion of compatible urban growth;*

The creation of a Gateway Overlay District through the proposed map amendment, and the application of the Building Design Standards in Section 30.46 to future commercial development within the overlay district, will encourage growth that is aesthetically and physically compatible with Livingston’s historic design traditions and that reflects the City’s unique character.

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

The parcels included in the proposed map amendment are located near key entry and exit points at the periphery of City. Mapping the Gateway Overlay District will help to formally establish these community gateways while application of the Building Design Standards in Section 30.46 will help define and celebrate Livingston’s history and character

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

The proposed map amendment will not impact the use of land in the Gateway Overlay District. However, the Building Design Standards will help to improve the physical appearance of commercial development in the overlay district, which may increase property values in and near these community gateways.

**Staff Recommendation**

For the reasons discussed above, Staff finds that the proposed map amendment complies with the requirements of the City of Livingston and State Statutes and supports the goals, objectives and strategies identified in the City’s adopted Growth Policy. Staff recommends that the City Commission approve the Consolidated Land Use Board’s recommendation to approve the Zoning Map Amendment as proposed.

**Attachments**

1. Draft Ordinance 3054
2. Growth Policy Exhibit 3.2 – Special Districts Map
3. Adopted Livingston Code Section 30.46 – Building Design Standards
4. Gateways Visioning Workshop Summary and Recommendations Memo
5. Proposed Gateway Overlay Zoning District Parcel Map
6. Proposed Gateway Overlay Zoning District Parcel List
7. Petition of Protest from Property Owner within Proposed Gateway Overlay Zone



**ORDINANCE NO. 3054**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY ESTABLISHING A GATEWAY OVERLAY ZONING DISTRICT THAT INCLUDES THE FOLLOWING PROPERTIES:**

5290 US Hwy 89S; C.O.S. 2132, Parcel 4 (ID 49080305401100000); C.O.S. 2307 RB, PARCEL 4A (ID 49080307401600000); 5288 US Hwy 89S; 2420 Park Street S; 5288 US Hwy 89S; 23 West End Road; 2800 E Park Street; 320 Alpenglow Lane; 2410 Park Street S; C.O.S. 2668 RB, PARCEL 1C (ID 49080308301200000); C.O.S. 2318, PARCEL 2 (ID 49080222201250000); C.O.S. 2318, PARCEL 3, POR NW4 N OF HWY (ID 49080221201100000); C.O.S. 2748 RB, PARCEL 1A (ID 49080222204010000); 207 Antelope Drive; 100 PFL Way; 2128 W Park Street; 2120 Park Street S; SUBDIVISION 136 (BUTTREYS), LOT 2 (ID 49080223403070000); 2000 W Park Street; 114 Loves Lane; 5 Pronghorn Drive; 3 Pronghorn Drive; 2050 Park Street S; 104 Centennial Drive; 106, 108, 110 Centennial Drive; 105 Centennial Drive; 101 Centennial Drive; 103 Centennial Drive; 69 Willow Drive; 5 Rogers Lane; 105 Rogers Lane; 111 Rogers Lane; 9, 11, 13 Rogers Lane; 21 Rogers Lane; 102 B Rogers Lane; 102 A Rogers Lane; 1701 W Park Street; 1623 W Park Street; 1621 W Park Street; 1625 W Park Street; 1601 W Park Street; 1515 W Park Street; 1415 W Park Street; 1429 W Crawford Street; 1427 W Crawford Street; 1415 W Park Street; 1409 W Park Street; 16 Loves Lane.

\* \* \* \* \*

**Purpose**

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

\*\*\*\*\*

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

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

**WHEREAS**, the City of Livingston Consolidated Land Use Board, after a public hearing held on June 24, 2024, voted unanimously (6:0) to recommend approval of the proposed map amendment to establish a Gateway Overlay Zoning District to the City Commission;

**WHEREAS**, Section 30.46 of the Livingston Municipal Code applies Building Design Standards to parcels within the Gateway Overlay Zoning District;

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission that Sec. 30.13 of the Livingston Municipal Code entitled Official Zoning Map, be and the same is hereby amended as follows:

**SECTION 1**

**Creating a Gateway Overlay Zone that includes those properties addressed as follows: 5290 US Hwy 89S; C.O.S. 2132, Parcel 4 (ID 49080305401100000); C.O.S. 2307 RB, PARCEL 4A (ID 49080307401600000); 5288 US Hwy 89S; 2420 Park Street S; 5288 US Hwy 89S; 23 West End Road; 2800 E Park Street; 320 Alpenglow Lane; 2410 Park Street S; C.O.S. 2668 RB, PARCEL 1C (ID 49080308301200000); C.O.S. 2318, PARCEL 2 (ID 49080222201250000); C.O.S. 2318, PARCEL 3, POR NW4 N OF HWY (ID 49080221201100000); C.O.S. 2748 RB, PARCEL 1A (ID 49080222204010000); 207 Antelope Drive; 100 PFL Way; 2128 W Park Street; 2120 Park Street S; SUBDIVISION 136 (BUTTREYS), LOT 2 (ID 49080223403070000); 2000 W Park Street; 114 Loves Lane; 5 Pronghorn Drive; 3 Pronghorn Drive; 2050 Park Street S; 104 Centennial Drive; 106, 108, 110 Centennial Drive; 105 Centennial Drive; 101 Centennial Drive; 103 Centennial Drive; 69 Willow Drive; 5 Rogers Lane; 105 Rogers Lane; 111 Rogers Lane; 9, 11, 13 Rogers Lane; 21 Rogers Lane; 102 B Rogers Lane; 102 A Rogers Lane; 1701 W Park Street; 1623 W Park Street; 1621 W Park Street; 1625 W Park Street; 1601 W Park Street; 1515 W Park Street; 1415 W Park Street; 1429 W Crawford Street; 1427 W Crawford Street; 1415 W Park Street; 1409 W Park Street; 16 Loves Lane.**

**SECTION 2**

**Statutory Interpretation and Repealer:**

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

**SECTION 3**

**Severability:**

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

**SECTION 4**

**Savings provision:**

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

**SECTION 5**

**Effective date:**

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

**PASSED** by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the \_\_\_\_ day of July, 2024.

\_\_\_\_\_  
**KARRIE KAHLE, CHAIR**

**ATTEST:**

\_\_\_\_\_  
**Emily Hutchinson**  
**City Clerk**

\*\*\*\*\*

**PASSED, ADOPTED AND APPROVED**, by the City Commission of the City of Livingston, Montana, on a second reading at a regular session thereof held on the \_\_\_\_\_ day of August, 2024.

\_\_\_\_\_  
**KARRIE KAHLE, CHAIR**

**ATTEST:**

**APPROVED TO AS FORM:**

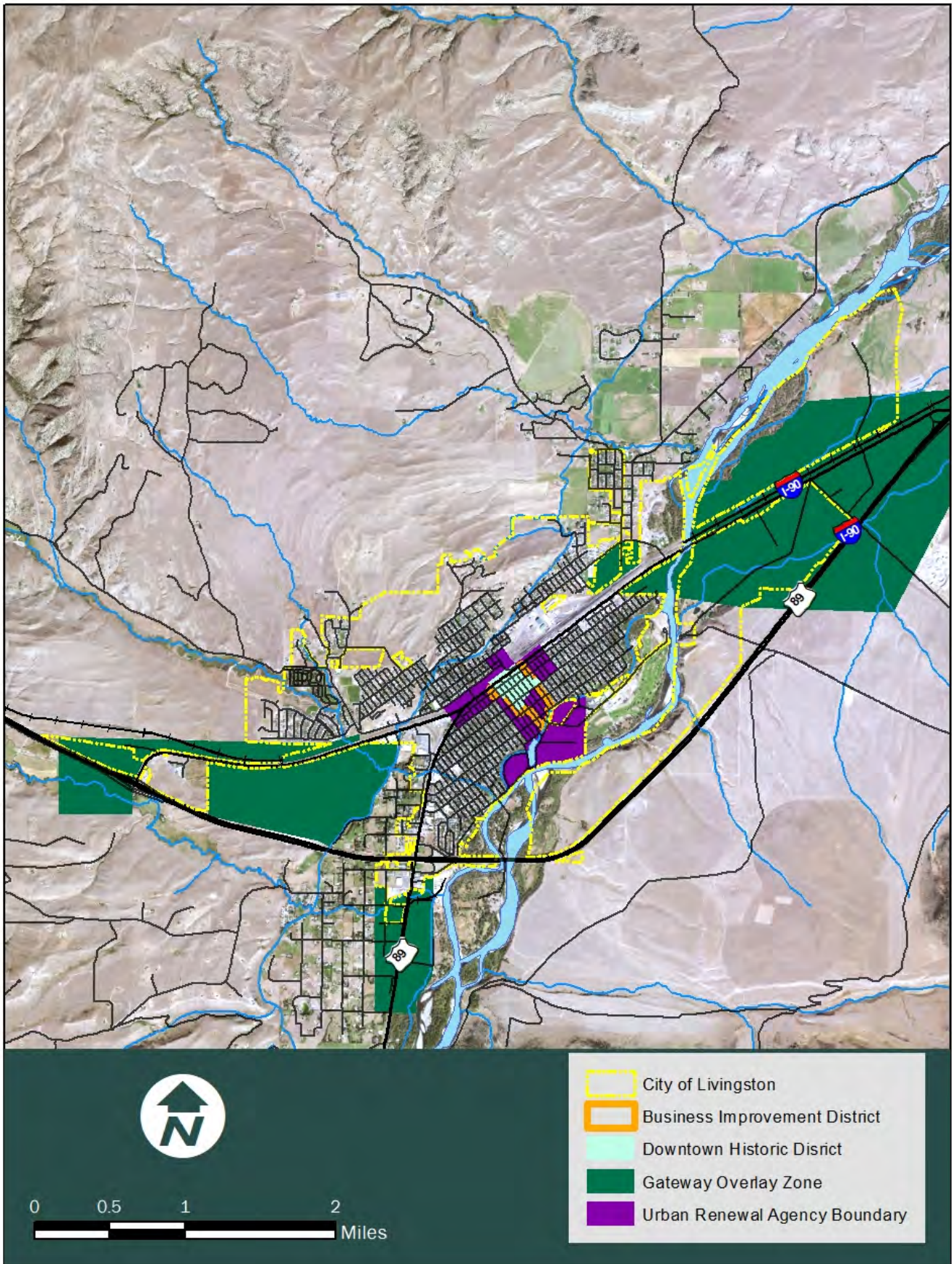
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**EMILY HUTCHINSON**  
**City Clerk**

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**JON HESSE**  
**City Attorney**

Exhibit 3.2: Special Districts Map



Sec. 30.46. - Building design standards.

- A. This Section provides policies and standards for the design of buildings in the Design Review Overlay Zone. In general, they focus on promoting buildings that will be compatible in scale and appear to "fit" in the community by using materials and forms that are a part of Livingston's design traditions.
- B. Applicability of the Building Design Standards. The standards and requirements found in this Section shall apply to any commercial and/or industrial project that requires a building permit within any adopted Design Review Overlay zone, and any large-scale retail uses regardless of location within the City.
- C. Objectives for Building Design.
  1. Achieve High Quality Design. Buildings in the overlay zone shall convey a high quality of design, in terms of their materials and details, as well as through a consistent organization of forms and elements. This quality shall establish a standard for design throughout the community.
  2. Reflect the Design Traditions of Livingston. Buildings shall reflect the design traditions of the region, in terms of building and roof forms. Distinctive roof forms are a key part of this tradition. Sloping roofs, in gable, hip and shed varieties are historical precedents to promote and they also help reduce the apparent bulk of larger buildings and help to shed snowfall. Flat roofs with varied parapet lines and cornices are also a part of the City's design traditions and shall be encouraged. Buildings that appear to be in scale with those seen traditionally also shall be encouraged. Where a new building would be larger than those existing in the area, it shall establish a transition in scale, to reduce the impact of building scale on the adjacent property, as well as on the neighborhood.
  3. Promote Buildings that Fit with the Natural Setting. Structures shall be sited to fit with the land and incorporate colors seen in the natural setting.
  4. Promote Buildings that Reflect Pedestrian Scale. Structures shall demonstrate pedestrian friendly design that relate to the adjoining public streets, sidewalks, and spaces.
- D. Building and Topography.
  1. Policy. A building shall respect the natural topography of the site.
  2. Standards. Step a building foundation to follow the slope of the site when feasible. In general, an exposed building foundation shall not exceed three (3) feet in height.
- E. Building Character.
  1. Policy. Buildings shall reflect the regional urban character.
  2. Guideline.
    - a.

Designs that draw upon regional design traditions are preferred. Standardized "franchise" style architecture will be strongly discouraged by following these standards.

- b. Higher density buildings are encouraged with mixed use multi-story buildings and shared parking.
- c. Incorporating smaller retail shops facing the street is encouraged.
- d. Secondary buildings on a site should be placed around the perimeter of the site to visually shield the public from the parking areas.
- e. Where possible main entrances should face away from the prevailing winds.
- f. Buildings should have multiple entrances to minimize the distance from parking spot to the building.
- g. If present on site, wildlife corridors shall be included in the site plan.
- h. On site generation of electricity using renewable energy is highly encouraged.
- i. The primary entrance to a building shall have a human scale. A one (1) story element at the building entrance to help establish a sense of scale shall be provided.
- j. Where no windows or other obvious indication exists, the position of each floor in the external skin design of a building shall be expressed to establish a human scale.
  - i. Use belt courses or other horizontal trim bands of contrasting color and materials to define floor lines.
  - ii. Articulate structural elements, or change materials as a method of defining floors.
- k. Building materials that help establish a human scale shall be utilized.
  - i. For example, use brick in a standard module to express a human scale.
  - ii. Avoid using large surfaces of panelized products or featureless materials.
  - iii. A large surface of stucco or similar material that lacks articulation or detailing shall not be allowed.
  - iv. The mix of exterior materials should form a cohesive design package. One (1) material and color should be chosen for eighty (80) percent of the building, with accent materials and colors used to articulate openings, building foundations and roof terminations.
- l. New construction shall relate to adjacent residential and historic resources. Where a new project abuts a residential neighborhood or a historic structure, step the building down at the property edge to minimize abrupt changes in scale, or increase side yards to reduce the impact.

F. Primary Building Entrance.

- 1. Policy. The primary entrance of a structure shall orient to a street, major sidewalk, pedestrian

way, plaza, courtyard or other outdoor public space.

2. Standards.

- a. The main entrance shall be designed to be clearly identifiable.
  - i. A sheltering element such as a canopy, awning, arcade or portico shall be provided to signify the primary entrance to a building.
  - ii. Where more than one (1) user shares a structure, each individual entrance shall be identified.
  - iii. Customer amenities such as seating areas, coffee shops, customer service stations are encouraged to be located near the main entrance.
  - iv. Shopping cart storage at the entrance, either outside or in the vestibule of the building is encouraged to be avoided.
- b. The primary entrance of a building to face a street, plaza or pedestrian way.
  - i. Focusing an entrance toward a parking lot without also addressing the street is inappropriate.
  - ii. If the building is adjacent to a street "double-fronted" design providing an entrance to parking and to the street is required. That is, provide a door to the street and another to the parking lot.
  - iii. A transitional area, including landscaping, between the parking lot and entrance to the building shall be provided. Consider locating a pedestrian plaza at the entrance; this may be enhanced with streetscape furnishings.

G. Street Level Interest.

1. Policy. When a building is located close to a street or walkway, it shall be designed to provide interest to pedestrians. For example, commercial buildings with storefronts are of interest to passersby. Such features encourage pedestrian activity and shall be used whenever feasible. The overall mass of a building shall appear to be in scale with buildings seen traditionally. This will help new structures fit with the Livingston context. At the same time, newer structures may be larger than those seen before; they shall simply be articulated in their form and materials such that they convey proportions that are similar to those seen traditionally.
2. Standards.
  - a. Develop the street level of a building to provide visual interest to pedestrians. All sides of a building shall include interesting details and materials to avoid presenting a "back side" to neighboring properties. A large expanse of blank wall is not permitted on any street-oriented facade.
  - b. All building walls located within ten (10) feet of a public sidewalk shall have a minimum of sixty (60) percent coverage of wall square footage with ground floor windows.



- c. Loading docks, trash collection areas, outdoor storage, and similar facilities must be incorporated into the overall design of the building. Loading docks, trash collection areas, outdoor storage, and similar facilities must be shielded from view from adjacent properties and public rights-of-way with screening such as fencing, landscaping or walls.

#### H. Building Mass and Scale.

1. Policy. A building shall appear to have a "human scale." In general, this can be accomplished by using familiar forms and elements that can be interpreted in human dimensions, as noted throughout this Chapter, e.g., "small details/visible to pedestrians."
2. Standards. In order to reduce the visual impacts building scale, each major building project shall provide all of the following:
  - a. Divide a building into visual modules that express dimensions of structures seen traditionally.
    - i. Buildings shall employ all of the following design techniques:
      - (A) Change material or color with each building module to reduce the perceived mass;
      - (B) Change the height of a wall plane or building module;
      - (C) Change roof form to help express the different modules of the building mass; and
      - (D) Change the arrangement of windows and other facade articulation features, such as columns or strap work that divide large wall planes into smaller components.
      - (E) Large expanses of plate glass shall be avoided by breaking up window arrays with mullions. Repletion and patterns of windows shall be used to create interest.
      - (F) On multi-story walls, windows shall be placed in courses that reflect potential interior floors. Upper windows shall be coordinated vertically with windows below.
      - (G) Secondary uses or departments including pharmacies, photo finishing/development, snack bars, dry cleaning, offices, storage, etc. should be oriented to the outside of the building by projecting them outward or recessing them inward. This includes providing the individual uses with separate entrances and windows facing the outside of the building.
    - ii. Express facade components in ways that will help to establish a human scale (details oriented towards pedestrians).
      - (A) Establish a pattern and rhythm on exterior walls to establish a human scale;
      - (B) Windows, columns and other architectural treatments used repetitively can create this effect;
      - (C) Using windows and doors that are similar in scale to those seen traditionally also can help establish a human scale;
      - (D)

Also, recess these elements, even if slightly, and articulate them with headers, sills, columns and/or mullions.

(E) If possible, windows such that exterior views of the mountains are framed by users of the building are highly encouraged.

I. Roof Form.

1. Policy. The primary roof form of a structure shall help reduce the perceived scale of the building. For that reason, sloping roofs shall be used in most contexts. These also will help the building fit into the mountain backdrop. Varied roof forms in the appropriate context are also encouraged.
2. Standards.
  - a. Using sloping roof forms to reduce the perceived scale of a building is encouraged.
    - i. Varying roof forms is encouraged.
    - ii. Providing variety in ridgeline height is encouraged.
    - iii. Rooftop mechanical equipment shall be screened from view from adjacent public rights-of-way. Rooftop solar panels are excluded from this requirement but may not reflect sunlight or create glare onto neighboring properties or rights-of-way.
  - b. All roof forms shall have no less than two (2) of the following features:
    - i. A flat roof with parapet;
    - ii. A cornice or molding to define the top of a parapet;
    - iii. Overhanging eaves;
    - iv. Sloping roofs with a minimum pitch of 6:12;
    - v. Multiple roof planes.

J. Signage.

1. Policy. Signage shall be sensitive to the natural surroundings and shall not detract from the overall visual design of the site. Because signage can easily become the focal point of a development, it will be important within this overlay zone to keep signage as minimal and unobtrusive as possible.
2. Standards.
  - a. Free standing and monument signs will be constructed of materials and contain details which match those of the building being advertised.
    - i. Use brick, wood or stone facades on signage structures to help them blend into and match the site;
    - ii. Simulate architectural details of the building, such as colors, textures, and geometric forms, in designing sign structures.

b. Signs that detract from the site design of a development shall be avoided. The use of internally backlit signs will not be allowed. Spotlighting or other lighting methods shall be explored.

K. Design Standards Administration. The building design standards and review procedures contained herein shall apply to all large-scale retail uses and all nonresidential property annexed into the City and falling within the Gateway Overlay Zoning District, which has been mapped and amended to the City's Official Zoning Map. If meeting the above criteria, all new construction, exterior remodels and additions to existing buildings will be subject to the following application and review process:

1. Application Submittal Requirements.

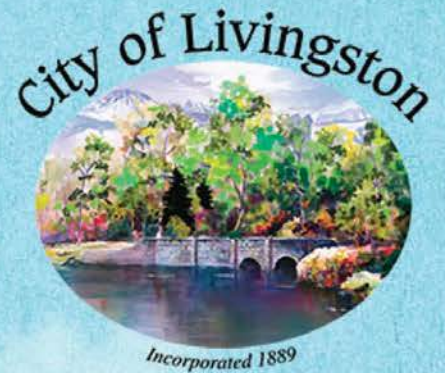
- a. A completed application form.
- b. A site plan and other detailed drawings, including, but not limited to, building elevations indicating exterior materials, colors and necessary architectural details required to determine compliance with this Section, shall be submitted to the Planning Department along with the required application fee.
- c. An economic analysis, including types and volumes of goods and services to be offered, impact on existing businesses, wage scales, percentage of local ownership and employees.
- d. A traffic impact study, certified by a professional engineer if the project is anticipated to generate over 250 ADT.
- e. A wildlife and natural resource study, including effect on existing wildlife habitat and migration routes; water run-off, how natural viewsheds are to be maintained.

If a plan is rejected for noncompliance, it will be returned to the applicant with an explanation as to how the plan fails to comply with City standards and/or this Section. The applicant will then be allowed to resubmit the application, with no additional application fee, provided the City receives the revised application within sixty (60) days from the original rejection.

2. Review Fees. The fee for design review shall be established by separate resolution.

(Ord. 1974, 9/5/07; Ord. No. 3003, § 1, 4/6/21; Ord. No. 3021, § 1, 11/16/21)

# LIVINGSTON GATEWAYS VISIONING WORKSHOP



## Workshop Summary & Recommendations Memo

5.15.2024

Prepared By:

**CRESCENDO**  
PLANNING + DESIGN

In Collaboration With:



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## Executive Summary:

Consultants from Crescendo Planning & Design and Robert Peccia & Associates were tasked with conducting a workshop to assist City of Livingston Staff in engaging their community on the topic of Gateways into and out of the community. This topic - expressed more broadly at the time as Gateway Overlay Zones - was one of many discussed at a high-level during the 2021 Growth Policy effort, and it has been a common theme in the community input received in the on-going Downtown Master Plan process. As the Downtown Master Plan nears completion, and the City looks to update its Zoning Code, it was identified as an important conversation to revisit and elaborate upon.

Main takeaways from the visioning workshop are as follows:

- Workshop participants expressed generally consistent support for many of the types of Gateway Treatments discussed and shown during the workshop, including in the expression of the level of appropriateness of the examples shown from other communities; however, in the large group discussion format, and in the small group exercises, there was also a clear desire to find ways to express gateways in Livingston, without compromising the rural/open space character at the City's edges.
- Identity and authenticity - often challenging attributes to define and gain consensus on - were consistently high priorities in all conversations, with the greatest consensus revolving around expressions of the history of the City of Livingston, and of the lands and nature upon which the City is now located.
- Many participants expressed frustration around the character of development along the edges of town at the highway entrances/exits, particularly in comparison to the rich architectural character of the Downtown and the neighborhoods in Livingston. This was often linked with a concern that the "first impression" of Livingston for highway users not only does not live up to the City's reputation, and is not compelling enough to encourage a visit.
- Of the 3 primary groupings of Gateway Treatments explored - Signage, Public Art & Landscaping; Land Use, Building Form & Articulation; and Roadway Changes - the greatest support was shown for a mix of the first two groupings. Generally, at the Western edge of the City, there was a preference for using Signage to signal the arrival to Livingston, with a more well-designed mix of uses as one moves east into the City; at the Southern edge of the City, there was a strong desire for higher quality development and a greater mix of Land Uses to signal the Gateway into the City, along with select locations for Signage, Public Art & Landscaping; and at the Eastern edge of the City, there was a preference for the use of Signage, Public Art & Landscaping, coupled with non-motorized trail access, and a celebration of the natural open space before one moves west into the City.

Recommendations for potential implementation actions, based upon the inputs gained in the workshop, are included on the final pages of this document.

## Workshop & Presentation Overview:

On Monday, February 26th, 2024, from 5:00 - 7:00 pm, the City of Livingston hosted a public “Gateways Visioning Workshop” in the Ballroom of the Shane Lalani Center for the Arts. Approximately 35 community members were in attendance, in addition to City staff and members of the consultant team.

The workshop began with introductory remarks from City Manager Grant Gager, who thanked everyone who made the trip (in the snow and wind) to participate in the event. The City Manager emphasized the importance of the workshop as a continuation of a conversation that had started during the 2021 Growth Policy effort, and has continued into the on-going Downtown Master Plan effort, mentioning that as the City plans to update its Zoning Code, and implement other recommendations from the Growth Policy, this would be an important step in determining how best to do so.



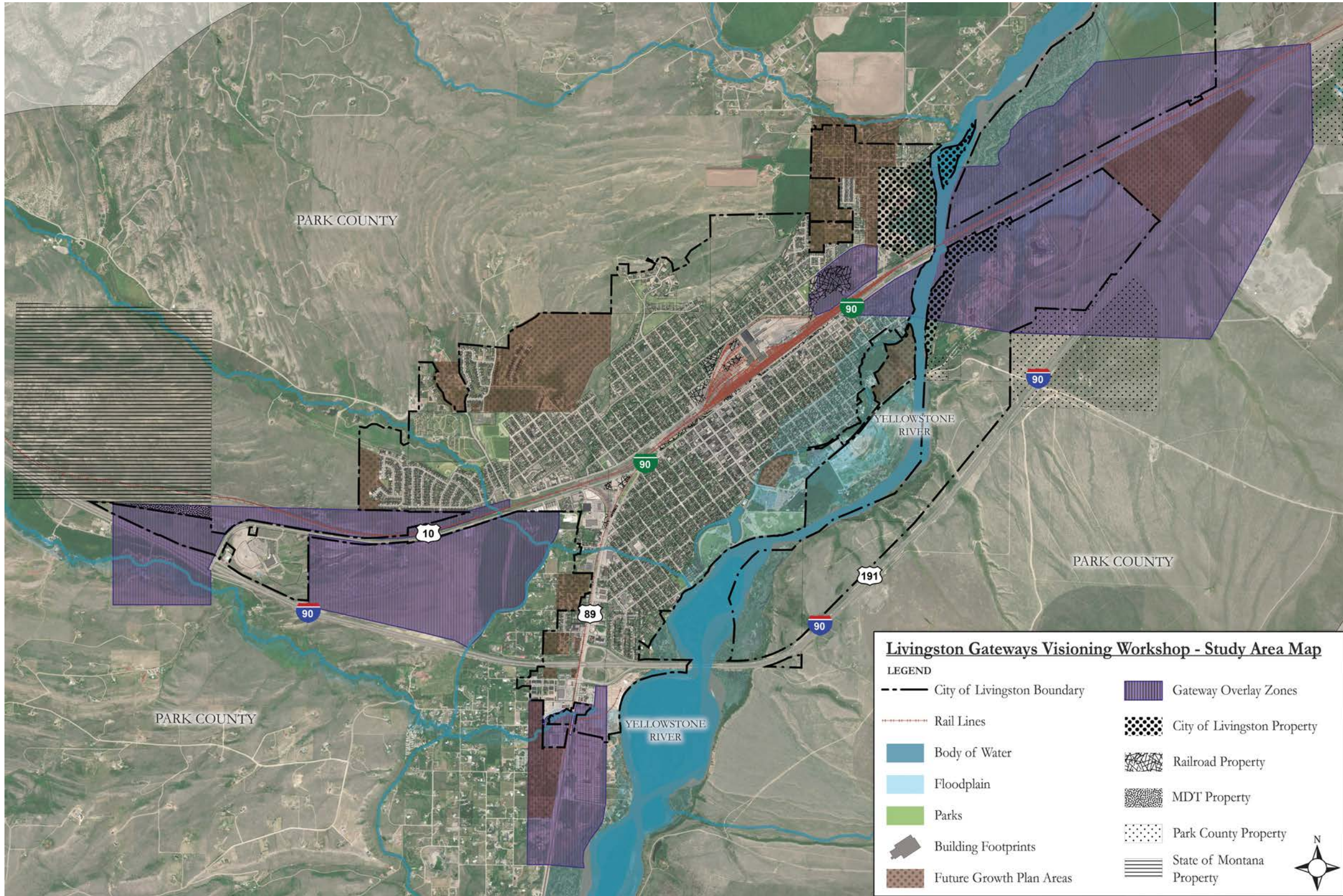
Andy Rutz, with Crescendo Planning & Design, then gave a 35-minute presentation highlighting some of the various types of Gateway treatments that peer communities to Livingston and/or other Montana communities have implemented in their cities and towns. Building this shared understanding amongst all participants

was critical to helping to achieve the overall goal of the workshop - to better understand the common gateway elements that the Livingston community desires. The presentation first reflected on Livingston’s history as the Gateway to America’s First National Park, highlighting how that relationship has evolved with the changing modes of transportation - the loss of passenger rail, build out of the highways, and the resulting modern-day gateways being defined as the highway-adjacent entry points into Livingston. The presentation then acknowledged the recent policy direction from the Growth Policy around Gateway Overlay Zones - three of which were identified (**see map on the following page**), but lack regulatory mechanisms to implement a Design Overlay District at those locations; the Building Design Standards that exist in Chapter 30 of the Zoning Code, but are not mapped to be applicable at any Gateway locations; and the on-going community conversations about Gateways that have occurred relative to the Downtown during its Master Plan process. Finally, the presentation provided examples of Gateway treatments organized into three types:

- Signage, Public Art & Landscaping
- Land Use, Building Form & Articulation
- Roadway Changes

For each type, an indication of the Type of Implementation (Physical Investment, Regulatory, and/or Infrastructure) was provided, a high-level timeline for implementation (Short-to-Long-term); and an identification of typical barriers to implementing each type of treatment. In addition, each type was then illustrated with a series of photos or renderings showing how specific communities have implemented such treatments.

Study Area Map showing the Western, Southern & Eastern Gateway Overlay Zones, as established by the Growth Policy



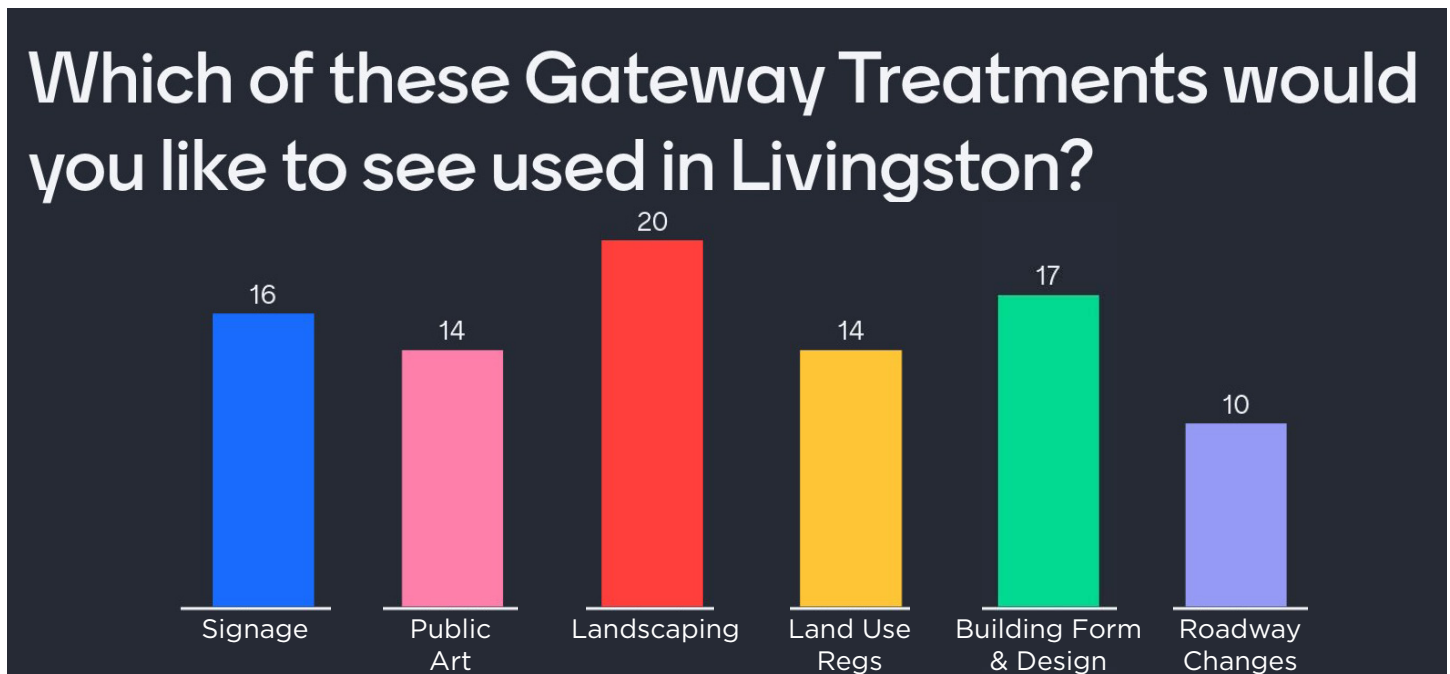


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## Mentimeter Polling Results:

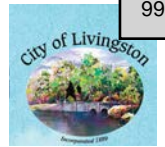
Following the presentation, a polling questionnaire - utilizing the same example imagery used in the presentation - was given to attendees using the Mentimeter online polling platform. There was consistent participation from about 25 attendees in the polling exercise. In the questionnaire, facilitators collected input on those participants' preferences for each of the various types of gateway treatments that were presented. Results from that questionnaire are shown in this section of the document.

Reflecting back on the various Gateway Treatments shown during the presentation - Signage, Public Art, Landscaping, Land Use Regulations, Building Form & Design Standards, and Roadway Changes - participants were first asked to identify those that they would like to see used in Livingston, and were allowed to select as many options as they supported.



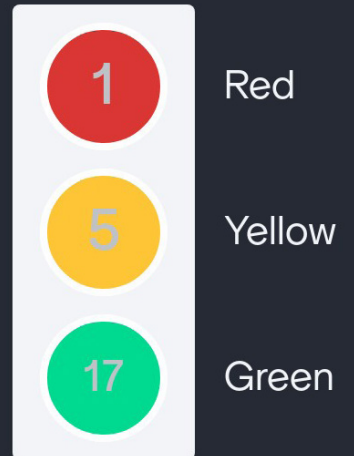
As shown in the graphic above, there was strong support for Landscaping, Building Form & Design Standards, Signage, Public Art, and Land Use Regulations, with over 50% of participants indicating their support for using those types of Gateway Treatments in Livingston. Roadway Changes were the type of treatment that received the least support, but still received support from about 40% of participants.

Next, participants in the polling exercise were asked to, "Help us gauge the appropriateness of specific treatments for Livingston." This visual preference exercise was done through the use of a red-yellow-green scale to indicate their opinions on the appropriateness of specific Gateway Treatment examples shown in precedent imagery. As shown on the following pages, participants generally expressed support for each example, with the most reservations coming on the larger scale pylon-type signage as a Gateway Treatment.



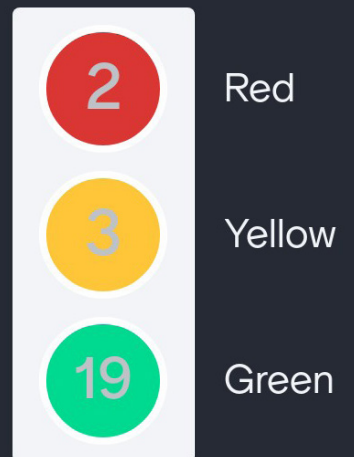
### Mentimeter Polling Results (Cont.):

## Is this type of Gateway treatment worth exploring in Livingston?



Location of example treatments shown: Big Sky, MT and Cut Bank, MT

## Is this type of Gateway treatment worth exploring in Livingston?



Location of example treatment shown: West Glacier, MT

Mentimeter Polling Results (Cont.):

Is this type of Gateway treatment worth exploring in Livingston?



4

Red

10

Yellow

12

Green

Location of example treatment shown: Columbia Falls, MT

Is this type of Gateway treatment worth exploring in Livingston?



8

Red

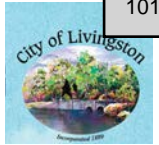
13

Yellow

4

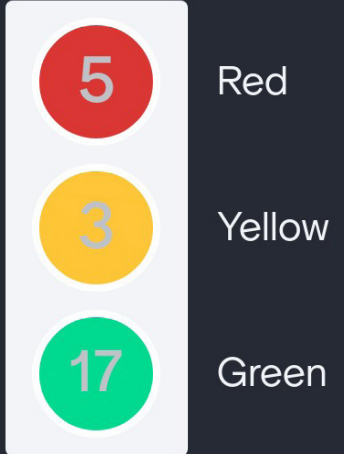
Green

Location of example treatments shown: Frederick, CO



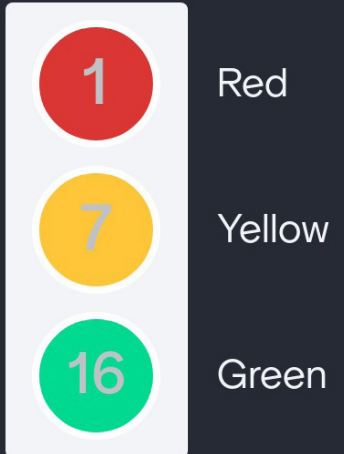
Mentimeter Polling Results (Cont.):

Is this type of Gateway treatment worth exploring in Livingston?

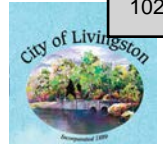


Location of example treatment shown: Carbondale, CO

Is this type of Gateway treatment worth exploring in Livingston?

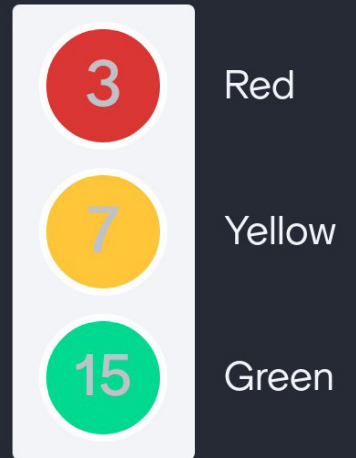


Location of example treatments shown: Glendive, MT



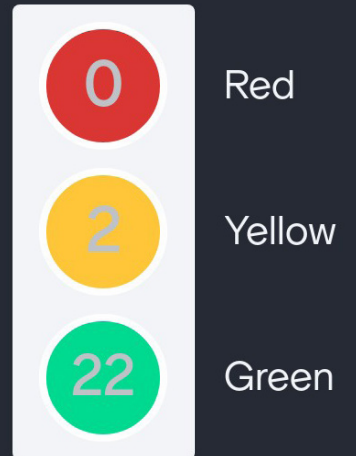
Mentimeter Polling Results (Cont.):

Is this type of Gateway treatment worth exploring in Livingston?

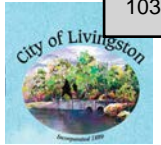


Location of example treatments shown: Bozeman, MT and Helena, MT

Is this type of Gateway treatment worth exploring in Livingston?

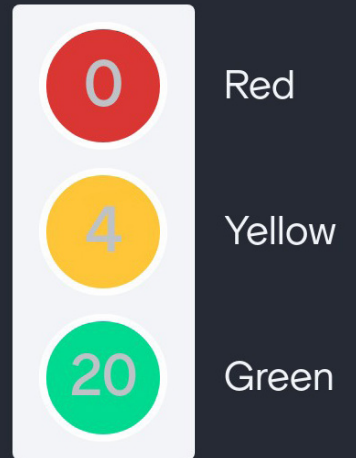


Location of example treatments shown: Whitefish, MT and Lewistown, MT

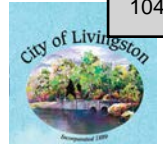


Mentimeter Polling Results (Cont.):

Is this type of Gateway treatment worth exploring in Livingston?



Location of example treatments shown: Lyons, CO



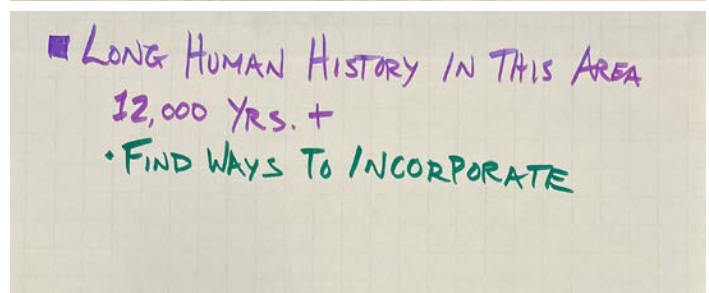
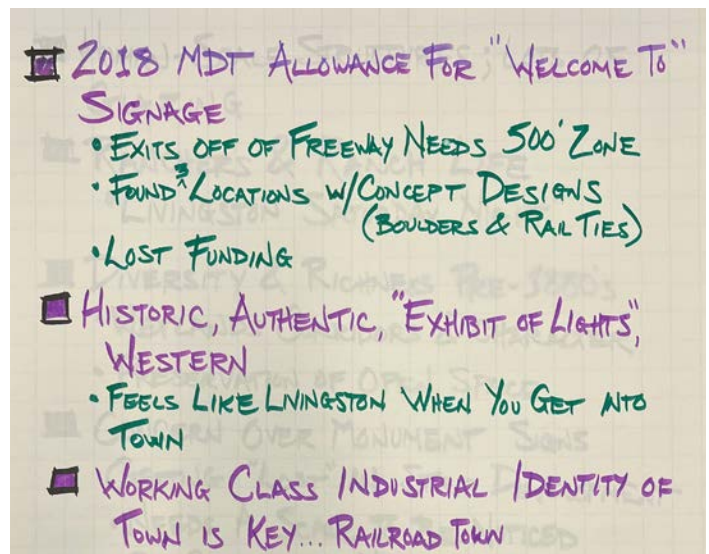
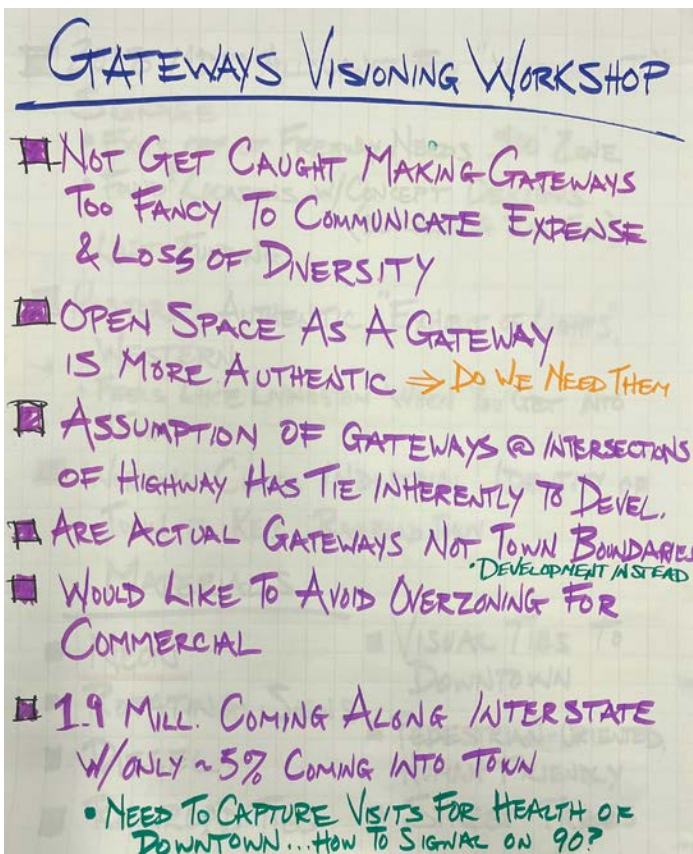
## Large Group Visioning Discussion:

For the next 25 minutes, workshop participants engaged in a large group visioning discussion, which was facilitated by the consultant team, and focused primarily on two topics:

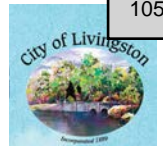
- An opportunity for attendees to provide greater detail and insight into their initial impressions of the various Gateway Treatments that were presented, and to elaborate on which may, or may not, be appropriate to explore further for Livingston. Community members were also encouraged to contribute ideas they may have for Gateway Treatments - whether seen elsewhere, or unique to Livingston - that were not presented. Photos of the notes that were taking during this portion

of the discussion are shown below. Common themes expressed during this portion of the discussion included:

- Despite general support for the appropriateness of Gateway Treatments shown in the visual preference exercise, some question as to whether the best “Gateway Treatment” for Livingston may simply be the vastness of the open space around the City boundaries, before one encounters development, and that perhaps Gateway Treatments should be viewed as the beginnings of development itself;
- A desire to ensure that the character of any Gateway Treatments communicate authenticity rather than



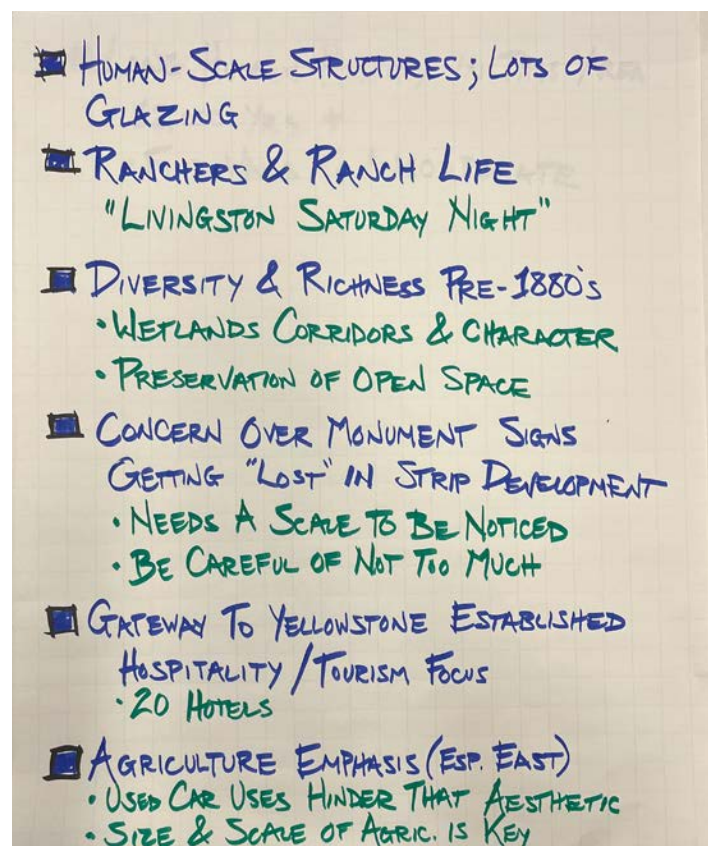
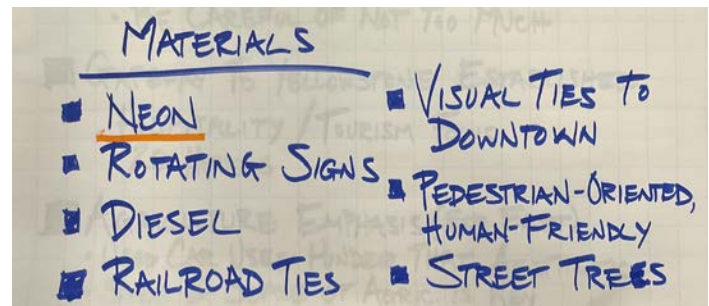




## Large Group Visioning Discussion (Cont.):

- affluence and/or homogeneity;
- The benefit that clear Gateway Treatments could bring to increased visitation of the Downtown;
- A call for any Gateway Treatments to express and acknowledge unique traits of Livingston's identity, such as the railroad, and the long history of human settlement in the area that far predates the establishment of the City of Livingston;
- One community member also pointed out an effort that was undertaken in 2018 to create custom-designed "Welcome to Livingston" gateway signage. That effort was said to have identified 3 locations for the signage, with each location pre-approved by MDT for installation. Each sign was schematically designed, and the character of those signs included the use of boulders and railroad ties to emphasize Livingston's identity. Unfortunately, the signs were never installed, but support was expressed by other workshop participants to see if conversations around those concepts could be revisited.
- As the first topic began to touch on the desired identity of any Gateway Treatments, workshop participants were asked to provide ideas for specific materials or other identity elements that would help ensure that any Gateway Treatments felt authentic to the City of Livingston. Photos of the notes that were taking during this portion of the discussion are shown at right. Common themes expressed during this portion of the discussion included:

- An emphasis on human-scale design elements, both in the overall size of any treatment, and in materiality;
- A desire to emphasize - through materiality - the City's railroad, ranching and agricultural history, the character of the wetlands corridors, and links to Yellowstone National Park and the vibrant Downtown; and
- The need for a balance of visibility and not a dominant appearance.



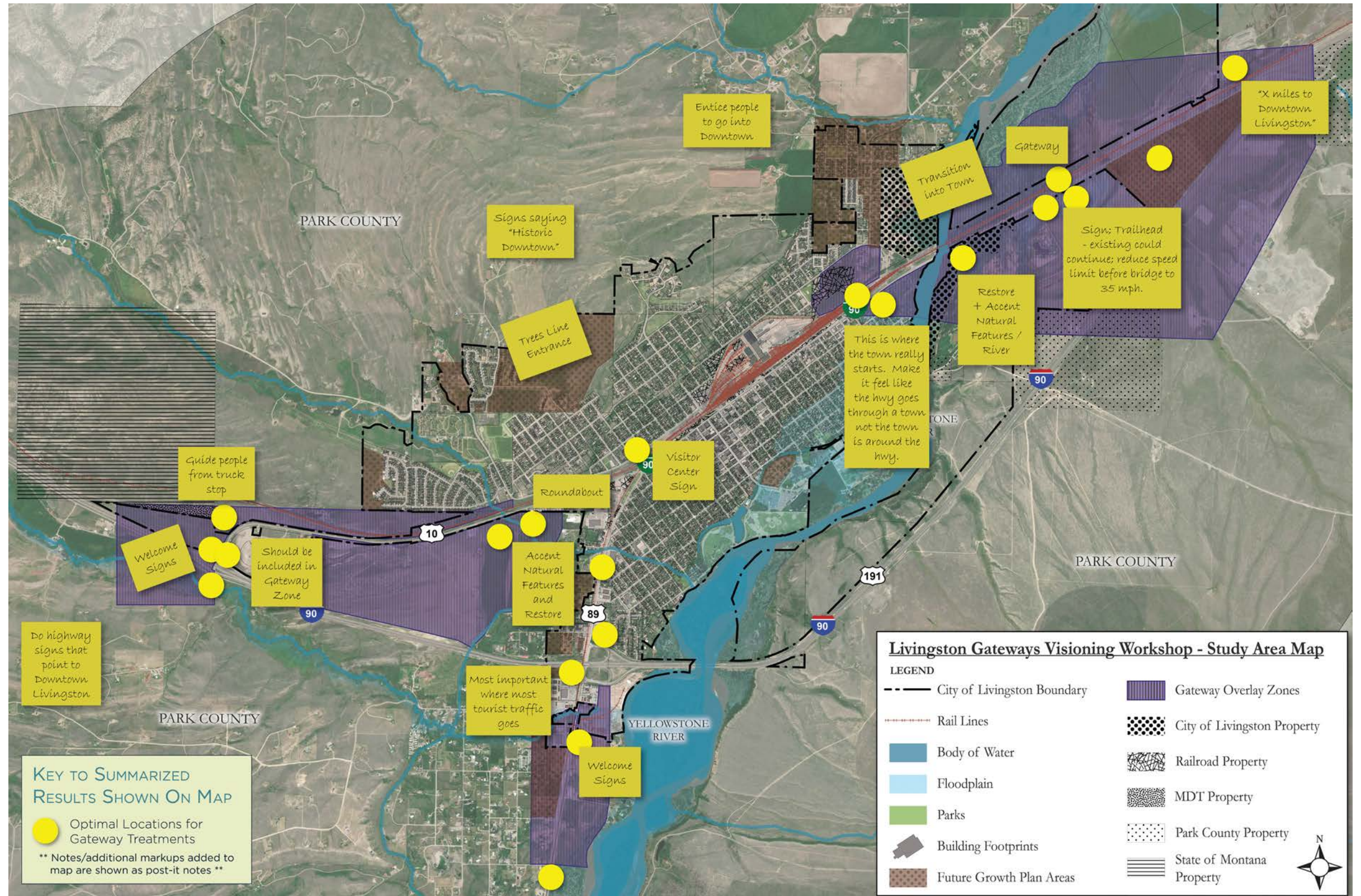
### Small Group Exercises & Highest Priority Desires Expressed By Workshop Participants:

Finally, workshop participants were given an overview of a series of 3 small group, map-based exercises that were to be conducted during the last 45 minutes of the workshop.

Participants were asked to sit at small tables and work with a group of their choosing to complete the 3 exercises. The group sizes varied from four to eight people. While group members worked together to complete each exercise, a pair of consultant team facilitators dropped by each table intermittently to help move conversations along, answer any clarifying questions, and to encourage all participants to actively populate the maps with notes, markups, dots, etc.

The first exercise asked participants to simply identify optimal locations for Gateway Treatments on a large-scale map, showing the full extent of the City of Livingston's boundary, along with Future Growth Plan Areas and Gateway Overlay Zones, as mapped in the Growth Policy. Workshop participants were asked to use a colored dot to identify those locations, and were encouraged to add post-it notes with any specific place-based comments or additional details on their responses.

The map at right shows a consolidated set all of the inputs received from each small group. Highest priority locations expressed tended to be at the I-90 exit to the West, locations where more concentrated development exists when entering the City from the highways, and at the Eastern City Boundary.

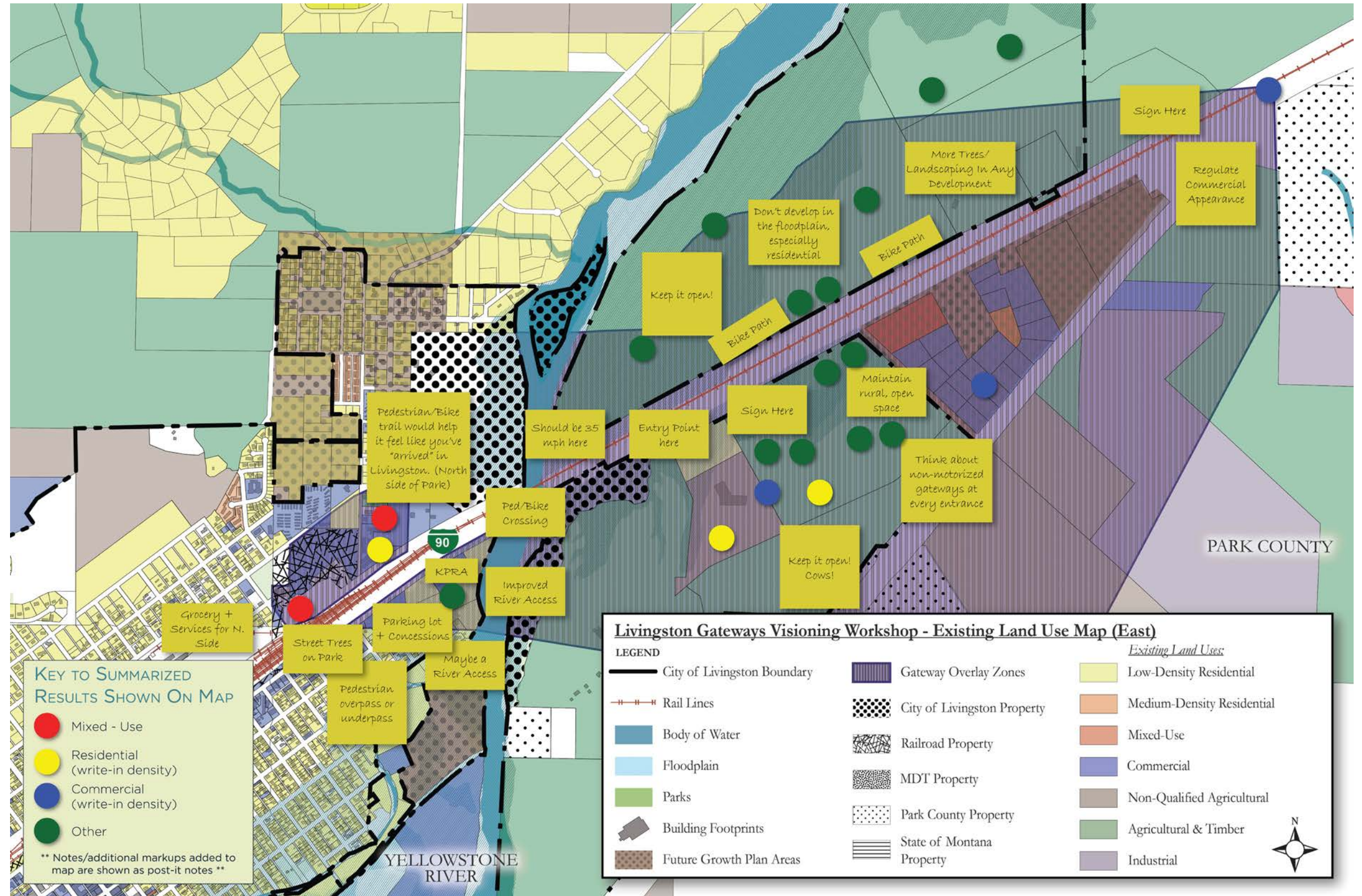


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### Small Group Exercises & Highest Priority Desires Expressed By Workshop Participants:

The second exercise asked participants to discuss and identify desired Land Uses, and/or optimal locations for specific types of Gateway Treatments, using a combination of colored dots and hand-written notes. The base map for this exercise was a map of the Existing Land Uses on the Eastern side of the City. Future Growth Plan Areas and Gateway Overlay Zones, as mapped in the Growth Policy were also shown, as well as City, County, State, and Railroad property ownership, for context.

The map at right shows a consolidated set all of the inputs received from each small group. Detailed information on entry point/signage locations on the Eastern edges of the City were indicated, as well as a strong desire to retain much of the open space/natural character at the edges of the City Boundary, and buffering development around the hospital. More mixed-use development was envisioned as you cross the river, and a desire for commercial development standards Opportunities for non-motorized trail facilities, with better river access as a Gateway Treatment were expressed.

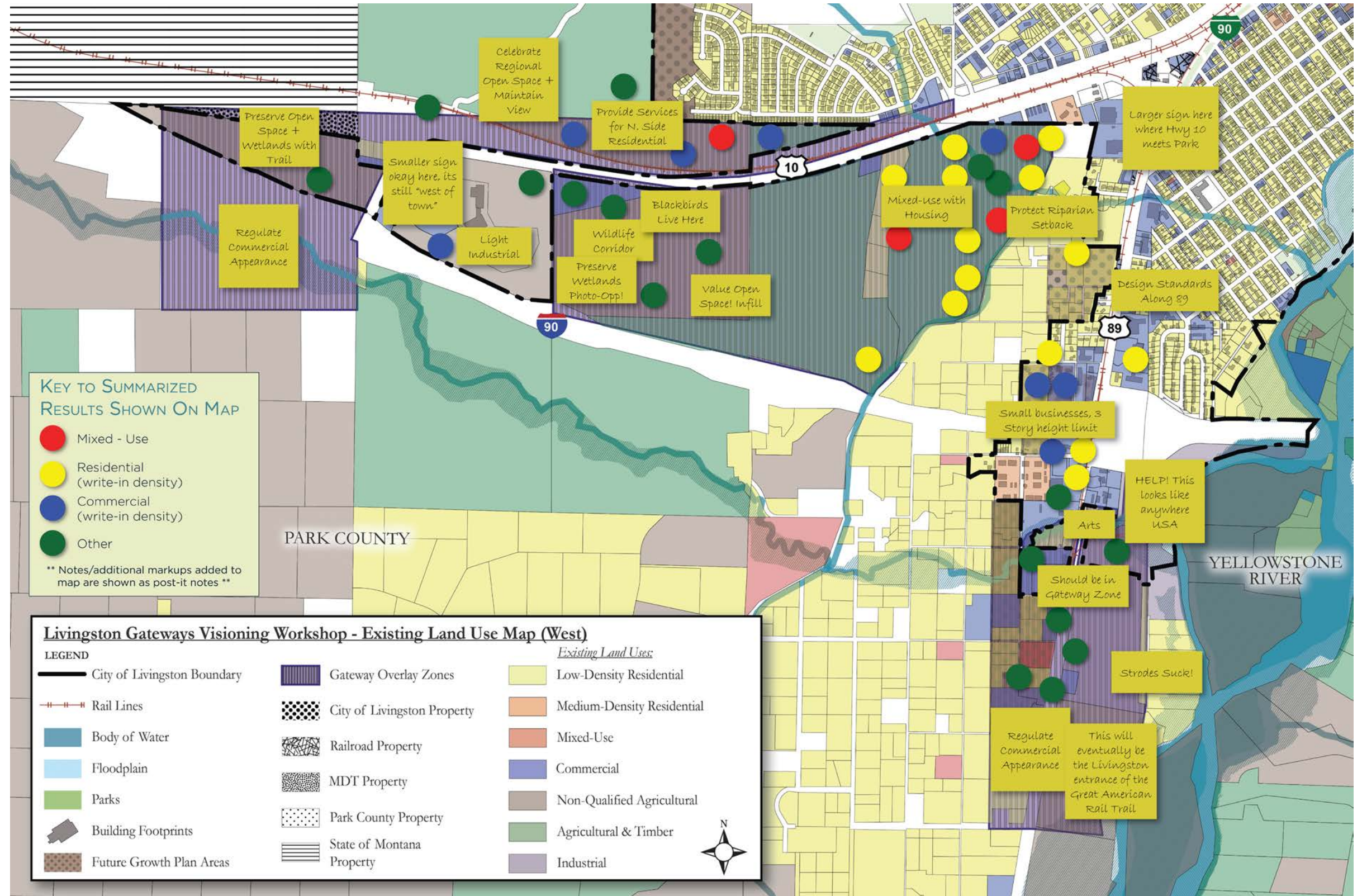


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### Small Group Exercises & Highest Priority Desires Expressed By Workshop Participants:

The third, and final exercise asked participants to continue the discussion and identification of desired Land Uses, and/or optimal locations for specific types of Gateway Treatments, using a combination of colored dots and hand-written notes, but this time, on the Western and Southern sides of the City. The base map for this exercise again included Future Growth Plan Areas and Gateway Overlay Zones, as mapped in the Growth Policy, as well as City, County, State, and Railroad property ownership, for context.

The map at right shows a consolidated set all of the inputs received from each small group. On the South side, strong desire for character defining development and regulation was expressed with a desire for some arts-oriented uses in addition to some lower density commercial and residential. On the West side, participants saw the opportunity to preserve some of the open space/wetlands areas at the City boundaries, while introducing some more mixed-use, neighborhood serving uses, and housing as one moves east along Hwy 10 toward where it meets Park.



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## Recommendations for Potential Implementation Actions:

Based upon the feedback gained from the Gateways Visioning Workshop, combined with a knowledge of best practice approaches to establishing community-oriented Gateway Treatments, the following potential implementation actions are recommended to be further explored by the City of Livingston. They are organized by the three groupings of Gateway Treatment types discussed during the workshop, and each has an indication of a short-medium-long-term timeline in which it could be implemented.

### Signage, Public Art & Landscaping

- The City should revisit the work done in 2018 to conceptually design and locate “Welcome to Livingston” monument signage - using a motif of boulders and railroad ties. If MDT support and/or approvals at that time (assuming locations were within state highway ROW) still hold true, this could represent a “quick win” opportunity in implementation.
- If prior local/state support and/or approvals are no longer applicable, it is recommended that the City use the previous design concepts as a “basis of design,” and establish - with input from a small group of stakeholders (i.e. a Task Force) - a palette of additional materials and character-defining features that reflect the identity elements articulated during the workshop.
- A distinction should be made between Citywide Gateway elements and Downtown Gateway elements. While they can share similar aesthetic attributes, they have different intended audiences. Citywide Gateway elements of these types should be prioritized at the Western, Southern, and Eastern boundaries of the City - orienting themselves to highway and/or non-motorized users. The City should specifically explore Citywide Gateway signage at the Southern end of the City to encourage visits by travelers coming from Yellowstone, who may otherwise get right on the interstate and head toward Bozeman, etc.
- The City should explore the viability of additional signage - potentially of a more billboard/advertisement nature - along I-90 to announce the approach to the City of Livingston, and the amenities within the City, with greater prominence.
- The inputs received in this workshop should be incorporated into the Downtown Master Plan - particularly the desire to have additional Gateway Treatments closer to the perceived “entry points” into the Downtown (which will be identified in the Downtown Master Plan). Given greater support for Public Art in the Downtown - proximate locations, those types of Gateway Treatments should be reserved for Downtown Gateway demarcations.
- Landscaping should be incorporated, whenever possible, and should utilize native species, in all Gateway Treatments.
- **Implementation timeline:** Short-Term, if approvals for signage locations and placement are in place/not required Medium-Term, if MDT or railroad approvals, determination of signage locations, property/easement acquisitions are still required.



## Recommendations for Potential Implementation Actions (Cont.):

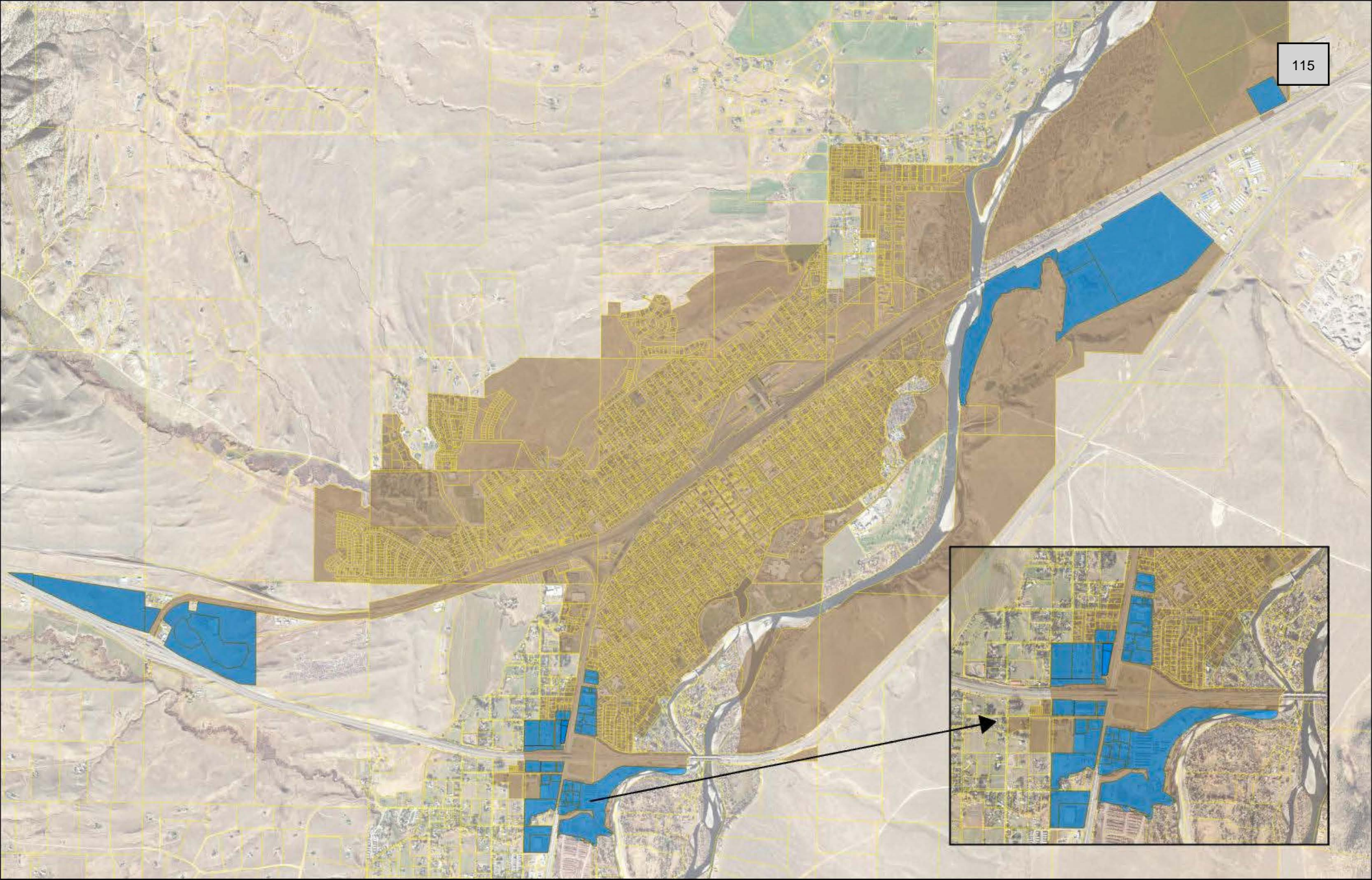
### Land Use, Building Form & Articulation



- Based upon policy direction in the adopted Growth Policy, and supported by the feedback received in this workshop, the City should assess whether the Building Design Standards in the Chapter 30 Zoning Code requirements (Section 30.46, in particular) should be applicable to the Gateway Overlay Zones identified in the Growth Policy.
  - If they are deemed to be desired, the upcoming Zoning Code Update process should revisit those Building Design Standards to ensure that they are uniquely calibrated to those Gateway contexts - with a particular emphasis in material usage, mass & scale, and building articulation, to be reflective of the existing character of the City of Livingston. A Gateway Overlay Design District should then be mapped - using the Gateway Overlay Zones as guidance - to make those Building Design Standards applicable to new development proposals.
  - If a Gateway Overlay Design District is not established in all Gateway Overlay Zones identified in the Growth Policy, particular priority should go toward establishing one at the Southern edge of the City, as it is the most likely area for infill development potential that could embody a less auto-oriented Gateway character.
  - Given the feedback in this workshop, there was interest in seeing a greater mix of uses at the Western and Southern “entry points” into the City (though not at the City Boundary on the West side).
- The City should use the Zoning Code Update process to explore changes to the Highway Commercial Zone District and/or introduce a new Gateway-oriented Zone District, to encourage less auto-oriented uses, and ones that are more reflective of the existing character and scale of the City of Livingston.
- While the Zoning Code Update process is underway, the City should utilize the existing Building Design Standards in Section 30.46 of the Zoning Code, along with Growth Policy guidance around Gateways, and the inputs received in this workshop, to encourage property owners and developers to modify incoming development proposals to embody these Gateway attributes. Although the Design Standards in the Zoning Code are not mapped to be applicable in these Gateway areas, they can still serve as a helpful tool in helping developers and property owners contribute to the community’s vision in these Gateway areas.
  - **Implementation timeline:** Short-Term, in prioritizing the conversation(s) in the Zoning Code Update process, and working with development applicants in the interim to achieve the existing intent of the Building Design Standards. Medium-Term in implementing the Zoning Code and regulatory changes. Long-Term is seeing corresponding development investments respond to any new regulatory changes.

## Recommendations for Potential Implementation Actions (Cont.):

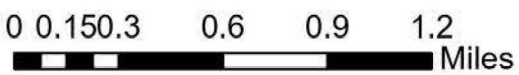
### Roadway Changes

- Based upon the feedback gained in this workshop, major Roadway/Infrastructure Changes as Gateway Treatments should be minimized, given the magnitude of such an effort, and the long-term nature of implementation - from an approvals, funding, and construction standpoint.
- The City should explore opportunities to incorporate, enhance, or better define non-motorized trail connections adjacent to roadways along the Hwy corridors leading into the Gateway Overlay Areas. These features can then serve as clear Gateway elements into the City, especially when combined with Signage, Public Art, and/or Landscaping. This approach is particularly applicable to the Southern and Eastern edges of the City.
- If a more significant Roadway Change were to be explored, the locations that generated the most interest in this workshop would be near the intersection of Hwy 10 and Park, or near the Southern edge of the City Boundary. Each was discussed as a potential location for a roundabout. Such a significant infrastructure change, would also provide opportunities to incorporate Signage, Public Art, and/or Landscaping, and would also likely call for enhanced Building Design Standards around the intersection to better define and enclose that entry feature into the City.
- **Implementation timeline:** Medium-Term, for enhancements to existing non-motorized trail connections. Long-term for major Roadway/Infrastructure Changes, given the need for a robust design process, corresponding approvals, identification of funds, and construction timeline.



-  Parcels in Gateway Overlay Zone
-  City Limits

### Parcels Located in Gateway Overlay Zone Livingston, MT



**LIST OF PARCELS INCLUDED IN GATEWAY OVERLAY ZONING DISTRICT**

*(Legal descriptions used where no physical property address is assigned)*

1. 5290 US Hwy 89S
2. C.O.S. 2132, Parcel 4 (ID 49080305401100000)
3. C.O.S. 2307 RB, PARCEL 4A (ID 49080307401600000)
4. 5288 US Hwy 89S
5. 2420 Park Street S
6. 5288 US Hwy 89S
7. 23 West End Road
8. 2800 E Park Street
9. 320 Alpenglow Lane
10. 2410 Park Street S
11. C.O.S. 2668 RB, PARCEL 1C (ID 49080308301200000)
12. C.O.S. 2318, PARCEL 2 (ID 49080222201250000)
13. C.O.S. 2318, PARCEL 3, POR NW4 N OF HWY (ID 49080221201100000)
14. C.O.S. 2748 RB, PARCEL 1A (ID 49080222204010000)
15. 207 Antelope Drive
16. 100 PFL Way
17. 2128 W Park Street
18. 2120 Park Street S
19. SUBDIVISION 136 (BUTTREYS), LOT 2 (ID 49080223403070000)
20. 2000 W Park Street
21. 114 Loves Lane
22. 5 Pronghorn Drive
23. 3 Pronghorn Drive
24. 2050 Park Street S
25. 104 Centennial Drive
26. 106, 108, 110 Centennial Drive
27. 105 Centennial Drive
28. 101 Centennial Drive
29. 103 Centennial Drive

- 30. 69 Willow Drive
- 31. 5 Rogers Lane
- 32. 105 Rogers Lane
- 33. 111 Rogers Lane
- 34. 9, 11, 13 Rogers Lane
- 35. 21 Rogers Lane
- 36. 102 B Rogers Lane
- 37. 102 A Rogers Lane
- 38. 1701 W Park Street
- 39. 1623 W Park Street
- 40. 1621 W Park Street
- 41. 1625 W Park Street
- 42. 1601 W Park Street
- 43. 1515 W Park Street
- 44. 1415 W Park Street
- 45. 1429 W Crawford Street
- 46. 1427 W Crawford Street
- 47. 1415 W Park Street
- 48. 1409 W Park Street
- 49. 16 Loves Lane

**From:** [Planning](#)  
**To:** [Jennifer Severson](#)  
**Subject:** FW: Protest Petition  
**Date:** Friday, July 5, 2024 12:10:12 PM

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**From:** Bruce Whitfield <Bruce.Whitfield@livhc.org>  
**Sent:** Wednesday, June 26, 2024 4:32 PM  
**To:** Planning <planning@livingstonmontana.org>  
**Subject:** Protest Petition

My name is Bruce Whitfield. I'm the Chief Executive Officer for Livingston HealthCare at 320 Alpenglow Lane.

This letter shall serve as our formal protest petition to the proposed Gateway Overlay Zoning District. Our concerns center around some of the building design standards that would be required under the Gateway Overlay Zoning District. Overall, the building design standards are geared towards commercial retail businesses and not healthcare facilities. I'm unsure whether our current medical facility would meet the proposed design standards outlined in the proposed Gateway Overlay Zoning District. We would like to make sure that any new medical facility built on our campus would mirror the existing facility and not vary from its design. I'm unsure if the building design standards would allow this.

Also, we object to the following requirements of the building design standards:

- Section J.2.b. states "Signs that detract from the site design of a development shall be avoided. The use of internally backlit signs will not be allowed. Spotlighting or other lighting methods shall be explored". Our current signs would not be allowed if this standard were applied since most of our signs are internally backlit as are almost all medical facility signs. Hospital, Emergency and Urgent Care signs need to be easily identified so patients know where to go in the case of an emergency.
- Section K.1.c. states "An economic analysis, including types and volumes of goods and services to be offered, impact on existing businesses, wage scales, percentage of local ownership and employees". I cannot understand why this is included within building design standards and how it can be applicable to a medical facility (i.e., medical office building, urgent care center, ambulatory surgery center).
- Section K.1.d. states "A traffic impact study, certified by a professional engineer if the project is anticipated to generate over 250 ADT". I'm unsure what 250 ADT means and seems to be an unnecessary cost that would be incurred by the landlord. A medical office building would require a traffic impact study?

Thank you for your consideration of our protest petition.

Bruce Whitfield  
Chief Executive Officer

Livingston HealthCare

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**File Attachments for Item:**

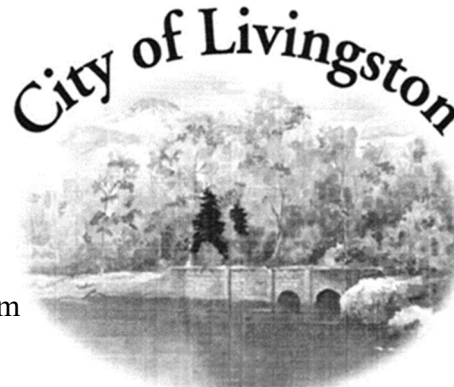
**B. RESOLUTION 5136: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, APPROVING AND ADOPTING THE FINAL BUDGET IN THE AMOUNT OF \$30,487,800 FOR THE FISCAL YEAR BEGINNING ON JULY 1, 2024, AND ENDING JUNE 30, 2025 (FY25), AND MAKING APPROPRIATIONS AND ESTABLISHING SPENDING LIMITS AND AUTHORIZING TRANSFER OF APPROPRIATIONS WITHIN THE SAME FUND.**



**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.com  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
Quentin Schwarz  
Torrey Lyons  
James Willich

Date: 07/16/2024  
To: Chair Kahle and City Commissioners  
From: Paige Fetterhoff

**Staff Report for 5136 Adopting the Final Budget for Fiscal Year 2025**

**Recommendation and Summary**

Staff is recommending the Commission Approve Resolution 5136 to adopt the final budget for fiscal year 2025.

“I move to approve Resolution Number 5136 and authorize the Chair to sign.”

The reasons for the recommendation are as follows:

- The City Manager has provided a FY 2025 recommended budget to the City Commission.
- The City Commission has reviewed the budget and had sufficient time to request any desired changes to the recommended budget.

**Introduction and History**

The FY 2025 City Manager’s Recommended Budget was first presented at the May 21<sup>st</sup>, 2024 Commission Meeting. At that time the Commission asked questions about the recommended budget and no changes were requested.

**Analysis**

The FY 2025 City Manager’s Recommended Budget contains detailed information related to expenditures along with estimated revenues.

**Attachments**

- Resolution 5136

**RESOLUTION NO. 5136**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, APPROVING AND ADOPTING THE FINAL BUDGET IN THE AMOUNT OF \$30,487,800 FOR THE FISCAL YEAR BEGINNING ON JULY 1, 2024, AND ENDING JUNE 30, 2025 (FY25), AND MAKING APPROPRIATIONS AND ESTABLISHING SPENDING LIMITS AND AUTHORIZING TRANSFER OF APPROPRIATIONS WITHIN THE SAME FUND.**

**WHEREAS**, the City Manager has presented the City Manager’s Preliminary Budget recommendation for Fiscal Year 2024-2025 in the amount of \$30,487,800 to the City Commission as required by 7-6-4020 Montana Code Annotated (MCA); and

**WHEREAS**, the City Commission has considered the proposed Preliminary Budget for Fiscal Year 2024-2025, and made revisions, reductions, additions and changes thereto as deemed appropriate, and has established spending limits at the level of appropriation detailed in Exhibit A and incorporated into this Resolution by this reference as though fully set forth herein; and

**WHEREAS**, a copy of the completed Preliminary Budget for Fiscal Year 2024-2025 has been placed for public inspection in the office of the Finance Officer located at 220 E Park Street, Livingston, Montana, and on the City of Livingston’s web page at [www.livingstonmontana.org](http://www.livingstonmontana.org); and

**WHEREAS**, pursuant to 7-6-4001 et seq. MCA, and following legal notice as required by 7-6-4021, MCA, on July 16<sup>th</sup>, 2024, the City Commission conducted a public hearing on the proposed budget at which time any taxpayer or resident of the City was given the opportunity to be heard for or against any part of the proposed preliminary budget for FY2024-2025; and

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

That the Final Budget for FY 2024-2025 in the amount of \$30,487,800 and the legal spending limits at the level of appropriations detailed in Exhibit A, which is attached hereto and incorporated herein by reference are hereby established pursuant to 7-6-4030, MCA.

**BE IT FURTHER RESOVLED** that the City Manager is hereby authorized pursuant to 7-6-4031, MCA, to transfer appropriations between items within the same fund.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 16<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
**KARRI KAHLE - Chairperson**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**EMILY HUTCHINSON**  
Recording Secretary

\_\_\_\_\_  
**JON HESSE**  
City Attorney

**EXHIBIT A to Resolution No. 5136**

<b>CHANGES IN FUND BALANCE/WORKING CAPITAL</b>					
<b>Fund #</b>	<b>Fund Name</b>	<b>Beginning Fund Balance June 30, 2024</b>	<b>Budgeted Revenues</b>	<b>Budgeted Expenditures</b>	<b>Projected Ending Fund Balance June 30, 2025</b>
<b>GENERAL FUND</b>					
1000	General Fund	2,932,387	7,977,834	8,703,272	2,206,949
<b>SPECIAL REVENUE FUNDS</b>					
2190	Comprehensive Liability	(0)	-	-	(0)
2220	Library	641,637	719,010	895,950	464,697
2260	Emergency/Disaster	-	528,048	528,048	-
2300	Communications/Dispatch Services	206,261	1,188,541	1,183,040	211,762
2310	Tax Increment District - Downtown	1,854,161	1,013,027	1,794,425	1,072,763
2372	Permissive Health Levy	0	722,505	722,505	0
2397	CDBG Economic Dev Revolving	727,728	3,800	14,000	717,528
2399	Impact Fees - Fire	243,520	29,837	273,357	-
	Impact Fees - Transportation	879,399	59,968	135,000	804,367
	Impact Fees - Police	20,092	3,250	23,342	-
	Impact Fees - Parks	258,151	31,255	175,000	114,406
	Unassigned	10,000	10,000	-	20,000
2400	Light Maintenance	163,611	101,293	166,000	98,904
2500	Street Maintenance	931,014	1,774,227	2,199,409	505,832
2600	Sidewalks	67,556	27,841	-	95,397
2650	Business Improvement District	24,155	44,500	44,430	24,225
2700	Park Improvement SRF	66,906	500	67,405	1
2750	Law Enforcement Joint Equipment	-	-	-	-
2820	Gas Tax	1,282,773	395,000	876,500	801,273
2991	American Rescue Plan	106,387	-	106,387	0
	<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>7,483,351</b>	<b>6,652,602</b>	<b>9,204,798</b>	<b>4,931,155</b>
<b>DEBT SERVICE FUNDS</b>					
3002	2016 Fire Truck GOB	20,660	39,716	52,944	7,432
3003	2000 Fire Truck GOB	5,609	-	-	5,609
3200	West End Tax Increment District	327,737	242,116	569,853	0
3400	SID Revolving	68,537	1,500	-	70,037
3550	SID 179 - West End	31,005	2,933	33,938	-
3600	SID 181 - Green Acres	20,203	58,518	53,008	25,713
3955	SID 180 - Carol Lane	0	-	-	0
	<b>TOTAL DEBT SERVICE FUNDS</b>	<b>473,752</b>	<b>344,783</b>	<b>709,743</b>	<b>108,792</b>
<b>CAPITAL PROJECT FUNDS</b>					
4010	Capital Improvement	120,964	1,500	122,464	0
4020	Library Capital Improvement	25,915	100	26,015	(0)
4099	Railroad Crossing Levy	-	-	-	-
4205	Regional Sewer	-	-	-	-
	<b>TOTAL CAPITAL PROJECT FUNDS</b>	<b>146,879</b>	<b>1,600</b>	<b>148,479</b>	<b>0</b>
<b>ENTERPRISE FUNDS</b>					
5210	Water	2,767,313	2,195,168	2,583,407	2,379,074
5310	Sewer	1,843,818	3,047,515	3,323,847	1,567,487
5410	Solid Waste	1,275,574	2,935,945	2,831,943	1,379,576
5510	Ambulance Services	2,209,636	2,601,259	2,978,811	1,832,084
	<b>TOTAL ENTERPRISE FUNDS</b>	<b>8,096,341</b>	<b>10,779,888</b>	<b>11,718,008</b>	<b>7,158,221</b>
<b>PERMANENT FUNDS</b>					
8010	Perpetual Cemetery	261,621	7,000	3,500	265,121
	<b>TOTAL ALL FUNDS</b>	<b>19,394,332</b>	<b>25,763,706</b>	<b>30,487,800</b>	<b>14,670,238</b>

**Resolution No. 5136 Approving the Final Budget for FY 2024-2025**

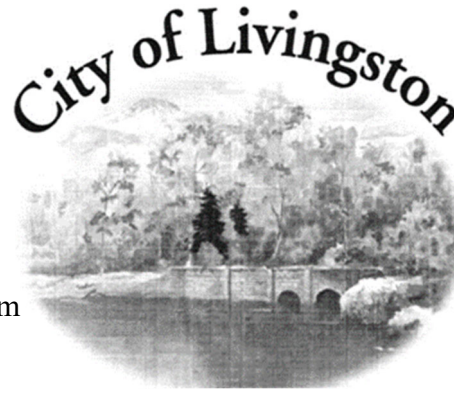
**File Attachments for Item:**

**C. RESOLUTION 5137: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WATER SYSTEM.**

**City Manager**  
Grant Gager

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**Chairperson**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
Quentin Schwarz  
Torrey Lyons  
James Willich

*Incorporated 1889*

Date: 07/16/2024  
To: Chair Kahle and City Commissioners  
From: Paige Fetterhoff

**Staff Report for 5137 Resolution to Increase Water Rates**

**Recommendation and Summary**

Staff is recommending the Commission Approve Resolution 5137 to increase water rates for FY 24-25.

“I move to approve Resolution Number 5137 and authorize the Chair to sign.”

The reasons for the recommendation are as follows:

- Operating costs continue to rise.
- Capital costs are increasing at a rate that is making it difficult to fund the replacement of aging infrastructure.

**Introduction and History**

Water rates were first discussed at the May 21<sup>st</sup>, 2024 Commission Meeting. In FY 2024, the City implemented a tiered rate structure due to increased demand during the Summer season. Additionally, the cost of providing staff, operating costs, and capital costs for water infrastructure and services continues to increase.

**Analysis**

The City operates 6 wells, historically 2 are need from October through March then increasing each month from April to mid-July when water demand requires all wells to be running. Over the last couple of years, the need for all 6 wells is becoming necessary earlier in the year. The use of all 6 wells used to allow the City to replenish its reservoirs at night but with the use of more sprinkler systems, this is becoming increasingly difficult. Tiered rates will assist the City in encouraging water conservation among its residents and allow reservoirs to be replenished during times of low usage.

For users, the tiered rates will be charged as follows:

CITY OF LIVINGSTON PROPOSED WATER RATES			
GALLONS		PROPOSED	
FROM	TO	CONNECTION FEE	USAGE FEE
-	-	16.06	-
1	10,000	16.06	3.71
10,001	20,000	16.06	3.91
20,001	40,000	16.06	4.13
>40,001		16.06	4.36

A review of customer water usage for the past year shows the following data:

	TIER 1	TIER 2	TIER 3	TIER 4
<b>% OF BILLING</b>	86.65%	9.21%	2.07%	2.07%
<b>% OF USERS</b>	70.92%	16.03%	6.52%	6.52%

**Fiscal Impact**

The expected increase in revenue for the FY 2025 year is approximately \$67,225. This projection is based on historical usage along with the implementation of tiered rates.

**Strategic Alignment**

Continue to support operations and the infrastructure costs of the City.

**Attachments**

- Resolution 5137

**RESOLUTION NO. 5137**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WATER SYSTEM.**

**WHEREAS**, the City of Livingston operates water facilities and services as enterprise funds, i.e. that the cost of providing the services to the general public on a continuing basis are financed or recovered through user charges and are not supported by the general tax levy; and

**WHEREAS**, 69-7-101 *et seq.* Montana Code Annotated (MCA), authorizes increases in utility rates when deemed necessary by the City Commission; and

**WHEREAS**, the costs of providing water services and improving infrastructure continues to rise necessitating a rate increase; and

**WHEREAS**, a 5.6% increase in the connection fee and a tiered usage rate increase ranging from 5.6% to 13%, which will result in a monthly increase of approximately \$0.85 to \$2.85, depending on the amount of water consumed by the customer all as set forth in Exhibit A, which is attached hereto and incorporated by this reference as though fully set forth herein; and

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

The City Commission of the City of Livingston, Montana hereby increases the water connection fee 5.6% and water usage rate 5.6% to 13% for its customers to become effective for water usage starting July 2024, to be billed in August 2024.

**BE IT FURTHER RESOLVED** that Notice, attached hereto as Exhibit B and incorporated herein by reference, be published in accordance with law, and a copy of this Resolution be mailed to the Montana Consumer Counsel as required by 69-7-111(5) MCA.

**BE IT FURTHER RESOLVED** that Notice, attached hereto as Exhibit C, and incorporated herein by reference was mailed to each customer in accordance with law.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 16<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
**KARRIE KAHLE - Chairperson**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**EMILY HUTCHINSON**  
Recording Secretary

\_\_\_\_\_  
**JON HESSE**  
City Attorney

**Exhibit A to Resolution No. 5137**

**Residential Rates**  
(based on a standard 5/8" meter)

<b>CITY OF LIVINGSTON</b>					
<b>PROPOSED WATER RATES</b>					
<b>GALLONS</b>		<b>CURRENT</b>		<b>PROPOSED</b>	
<b>FROM</b>	<b>TO</b>	<b>CONNECTION FEE</b>	<b>USAGE FEE</b>	<b>CONNECTION FEE</b>	<b>USAGE FEE</b>
-	-	15.21	-	16.06	-
1	10,000	15.21	3.51	16.06	3.71
10,001	20,000	15.21	3.69	16.06	3.91
20,001	40,000	15.21	3.76	16.06	4.13
>40,001		15.21	3.86	16.06	4.36

**Commercial Rates**

<b>METER SIZE</b>	<b>GALLONS</b>	<b>BASE CHARGE</b>	<b>PER 1000 GALLONS</b>
3/4"	Up to 7,000	\$ 42.03	\$3.71 for usage above 7,000 gallons
1"	Up to 15,000	\$ 72.71	\$3.91 for usage above 15,000 gallons
1 1/2"	Up to 25,000	\$ 112.91	\$4.13 for usage above 25,000 gallons
2"	Up to 42,000	\$ 183.58	\$4.36 for usage above 25,000 gallons
3"	Up to 60,000	\$ 262.06	\$4.36 for usage above 25,000 gallons
4"	Up to 100,000	\$ 436.46	\$4.36 for usage above 100,000 gallons
6"	Up to 275,000	\$ 1,199.46	\$4.36 for usage above 275,000 gallons



**Exhibit B – Public Notice**

Notice is hereby given that the Livingston City Commission will conduct a public hearing in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana on July 16<sup>th</sup>, 2024, at 5:30 p.m. on **Resolution No. 5131**, entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF IT’S INTENT TO ADJUST RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WATER SYSTEM**, resulting in an increase of approximately \$0.85 to \$2.85 for residential customers, depending on the amount of water consumed by the customer. All interested persons are invited to attend the public hearing, to make comments or objections thereto. For additional information contact the City of Livingston Finance Department at 220 E Park Street, Livingston, MT, 59047, or by phone at (406) 222-1142.

Please publish three (3) times at least 6 (six) days apart, with the first publication being no more than 28 days prior to the hearing and the last being no less than 3 days prior to the hearing. In addition, please mail a copy to the Consumer Counsel in Helena.

**COMBINED NOTICE OF PUBLIC HEARINGS ON  
PROPOSED RATE INCREASES FOR WATER,  
WASTE WATER, AND SOLID WASTE EFFECTIVE JULY 2024**

Notice is hereby given that the City Commission of Livingston, Montana, will conduct public hearings on Resolutions 5131, 5132, and 5133 in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on July 16<sup>th</sup>, 2024, at 5:30 p.m. of its intent to increase the Water Rate in the amount of 5.6% (approximately \$0.85 to \$2.85, depending on the amount of water consumed by the customer), the Sewer Rate in the amount of 8% (approximately \$1.70 to \$8.40), and Solid Waste in the amount of 5% (approximately \$1.20 for residential customers). See the attached schedules. The public is invited to attend and comment on the proposed rate increases. For further information, contact the City of Livingston Finance Department at 220 E Park Street, Livingston, MT, 59047, or by phone at 222-1142.

Please mail at least 7 days and no more than 30 days prior to the hearing to each customer including an estimate of the amount the customer’s average bill will increase.

CITY OF LIVINGSTON PROPOSED WATER RATES					
GALLONS		CURRENT		PROPOSED	
FROM	TO	CONNECTION FEE	USAGE FEE	CONNECTION FEE	USAGE FEE
-	-	15.21	-	16.06	-
1	10,000	15.21	3.51	16.06	3.71
10,001	20,000	15.21	3.69	16.06	3.91
20,001	40,000	15.21	3.76	16.06	4.13
>40,001		15.21	3.86	16.06	4.36

CITY OF LIVINGSTON PROPOSED SEWER RATES			
GALLONS	CURRENT	PROPOSED	INCREASE
0	\$ 21.20	\$ 22.90	\$ 1.70
1000	\$ 29.61	\$ 31.98	\$ 2.37
2000	\$ 38.02	\$ 41.06	\$ 3.04
3000	\$ 46.43	\$ 50.14	\$ 3.71
4000	\$ 54.84	\$ 59.22	\$ 4.38
5000	\$ 63.25	\$ 68.30	\$ 5.05
6000	\$ 71.66	\$ 77.38	\$ 5.72
7000	\$ 80.07	\$ 86.46	\$ 6.39
8000	\$ 88.48	\$ 95.54	\$ 7.06
9000	\$ 96.89	\$ 104.62	\$ 7.73
10000	\$ 105.30	\$ 113.70	\$ 8.40

CITY OF LIVINGSTON PROPOSED RESIDENTIAL SOLID WASTE RATES		
CUSTOMER	CURRENT MONTHLY RATE PER CAN	PROPOSED MONTHLY RATE PER CAN
RESIDENTIAL BLUE CANS	\$ 24.00	\$ 25.20
MULTI FAMILY - BLACK TUBS	\$20 + \$18 per Unit	\$21 + \$18.90 per Unit

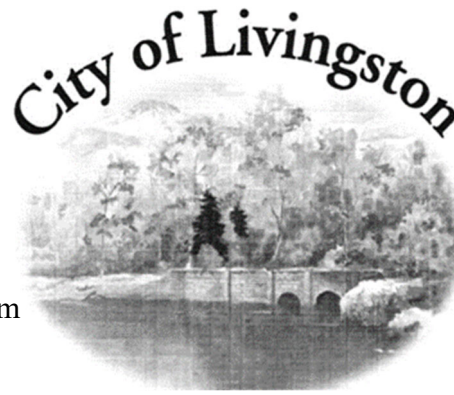
**File Attachments for Item:**

**D. RESOLUTION 5138: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WASTEWATER SYSTEM.**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.com  
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**Chairperson**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
Quentin Schwarz  
Torrey Lyons  
James Willich

*Incorporated 1889*

Date: 07/16/2024  
To: Chair Kahle and City Commissioners  
From: Paige Fetterhoff

**Staff Report for 5138 Resolution to Increase Wastewater Rates**

**Recommendation and Summary**

Staff is recommending the Commission Approve Resolution 5138 to increase water rates for FY 24-25.

“I move to approve Resolution Number 5138 and authorize the Chair to sign.”

The reasons for the recommendation are as follows:

- Operating costs continue to rise.
- Capital costs are increasing at a rate that is making it difficult to fund the replacement of aging infrastructure.

**Introduction and History**

Wastewater rates were first discussed at the May 21<sup>st</sup>, 2024 Commission Meeting. Staff is recommending an increase to all wastewater rates of 8%. The cost of providing staff, operating costs, and capital costs for wastewater infrastructure and services continues to rise.

**Analysis**

User charges is the primary source of revenue for the wastewater system. Over the past several years, there has been a significant increase to the cost of providing wastewater services to the community. In addition, the Sewer Fund has several outstanding debt obligations with covenants that require the City to maintain debt service coverage equal to 125%. Because of this, as operating costs continue to rise, so must the rate system users are charged.

The average residential user will pay between \$1.70 and \$8.40 in additional costs as a result of this rate change.

**Fiscal Impact**

The expected increase in revenue for the FY 2025 year is approximately \$105,135. This projection is based on historical usage.

**Strategic Alignment**

Continue to support operations and the infrastructure costs of the City.

**Attachments**

- Resolution 5138

**RESOLUTION NO. 5138**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WASTEWATER SYSTEM.**

**WHEREAS**, the City of Livingston operates water and sewer facilities and services as enterprise funds, i.e. that the cost of providing the services to the general public on a continuing basis are financed or recovered through user charges and are not supported by the general tax levy; and

**WHEREAS**, 69-7-101 *et seq.* Montana Code Annotated (MCA), authorizes increases in utility rates when deemed necessary by the City Commission; and

**WHEREAS**, the costs of providing wastewater services, improving infrastructure, and meeting bonded debt coverage continues to rise necessitating a rate increase; and

**WHEREAS**, by Resolution No. 5101, effective August 2023, the City last raised its sewer rates by 5%; and

**WHEREAS**, an 8% increase in sewer rates will result in a monthly increase of \$1.70 to \$8.40 per month depending on sewer usage, all as set forth in Exhibit A, which is attached hereto and incorporated by this reference as though fully set forth herein; and

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

The City Commission of the City of Livingston, Montana hereby increases the sewer rate for its customers in the amount of 8% to become effective for sewer usage starting July 2024, to be billed in August, 2024.

**BE IT FURTHER RESOLVED** that Notice, attached hereto as Exhibit B, and incorporated herein by reference was mailed to each customer in accordance with law.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 16<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
**KARRIE KAHLE - Chairperson**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**EMILY HUTCHINSON**  
Recording Secretary

\_\_\_\_\_  
**JON HESSE**  
City Attorney

**Exhibit A- Sewer Rate changes based on 8% increase**

*Sewer Minimum Charge \$22.90 per month; plus  
\$9.08 per 1000 gallons*

<b>Gallons</b>	<b>Current</b>	<b>Proposed</b>	<b>Difference</b>
0	\$ 21.20	\$ 22.90	\$ 1.70
1000	\$ 29.61	\$ 31.98	\$ 2.37
2000	\$ 38.02	\$ 41.06	\$ 3.04
3000	\$ 46.43	\$ 50.14	\$ 3.71
4000	\$ 54.84	\$ 59.22	\$ 4.38
5000	\$ 63.25	\$ 68.30	\$ 5.05
6000	\$ 71.66	\$ 77.38	\$ 5.72
7000	\$ 80.07	\$ 86.46	\$ 6.39
8000	\$ 88.48	\$ 95.54	\$ 7.06
9000	\$ 96.89	\$ 104.62	\$ 7.73
10000	\$ 105.30	\$ 113.70	\$ 8.40

**COMBINED NOTICE OF PUBLIC HEARINGS ON  
PROPOSED RATE INCREASES FOR WATER,  
WASTE WATER, AND SOLID WASTE EFFECTIVE JULY 2024**

Notice is hereby given that the City Commission of Livingston, Montana, will conduct public hearings on Resolutions 5131, 5132, and 5133 in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on July 16<sup>th</sup>, 2024, at 5:30 p.m. of its intent to increase the Water Rate in the amount of 5.6% (approximately \$0.85 to \$2.85, depending on the amount of water consumed by the customer), the Sewer Rate in the amount of 8% (approximately \$1.70 to \$8.40), and Solid Waste in the amount of 5% (approximately \$1.20 for residential customers). See the attached schedules. The public is invited to attend and comment on the proposed rate increases. For further information, contact the City of Livingston Finance Department at 220 E Park Street, Livingston, MT, 59047, or by phone at 222-1142.

Please mail at least 7 days and no more than 30 days prior to the hearing to each customer including an estimate of the amount the customer’s average bill will increase.

CITY OF LIVINGSTON PROPOSED WATER RATES					
GALLONS		CURRENT		PROPOSED	
FROM	TO	CONNECTION FEE	USAGE FEE	CONNECTION FEE	USAGE FEE
-	-	15.21	-	16.06	-
1	10,000	15.21	3.51	16.06	3.71
10,001	20,000	15.21	3.69	16.06	3.91
20,001	40,000	15.21	3.76	16.06	4.13
>40,001		15.21	3.86	16.06	4.36

CITY OF LIVINGSTON PROPOSED SEWER RATES				
GALLONS	CURRENT	PROPOSED	INCREASE	
0	\$ 21.20	\$ 22.90	\$	1.70
1000	\$ 29.61	\$ 31.98	\$	2.37
2000	\$ 38.02	\$ 41.06	\$	3.04
3000	\$ 46.43	\$ 50.14	\$	3.71
4000	\$ 54.84	\$ 59.22	\$	4.38
5000	\$ 63.25	\$ 68.30	\$	5.05
6000	\$ 71.66	\$ 77.38	\$	5.72
7000	\$ 80.07	\$ 86.46	\$	6.39
8000	\$ 88.48	\$ 95.54	\$	7.06
9000	\$ 96.89	\$ 104.62	\$	7.73
10000	\$ 105.30	\$ 113.70	\$	8.40

CITY OF LIVINGSTON PROPOSED RESIDENTIAL SOLID WASTE RATES		
CUSTOMER	CURRENT MONTHLY RATE PER CAN	PROPOSED MONTHLY RATE PER CAN
RESIDENTIAL BLUE CANS	\$ 24.00	\$ 25.20
MULTI FAMILY - BLACK TUBS	\$20 + \$18 per Unit	\$21 + \$18.90 per Unit



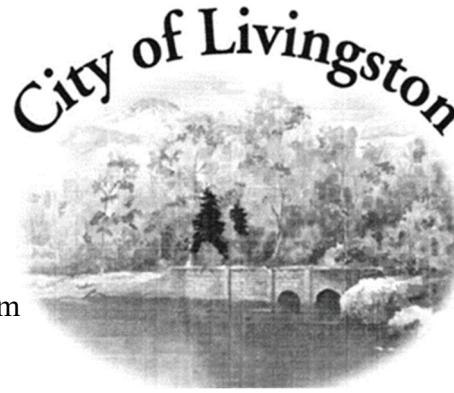
**File Attachments for Item:**

**E. RESOLUTION 5139: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING THE RATE FOR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE AMOUNT OF 5% PER MONTH FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS TO BECOME EFFECTIVE JULY 2024.**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.com  
www.livingstonmontana.org



**Chairperson**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
Quentin Schwarz  
Torrey Lyons  
James Willich

*Incorporated 1889*

Date: 07/16/2024  
To: Chair Kahle and City Commissioners  
From: Paige Fetterhoff

**Staff Report for 5139 Resolution to Increase Solid Waste Rates**

**Recommendation and Summary**

Staff is recommending the Commission Approve Resolution 5139 to increase solid waste rates for FY 24-25.

“I move to approve Resolution Number 5139 and authorize the Chair to sign.”

The reasons for the recommendation are as follows:

- Operating costs continue to rise.
- Capital costs continue to rise making the replacement of aging equipment more expensive.

**Introduction and History**

Solid Waste rates were first discussed at the May 21<sup>st</sup>, 2024 Commission Meeting. Staff is recommending an increase to all solid waste rates of 5%. The cost of providing staff, operating costs, and capital costs for solid waste continues to increase.

**Analysis**

User charges is the primary source of revenue for solid waste. Over the past several years, there has been a significant increase to the cost of providing solid waste services to the community. The cost to dispose of solid waste is contracted to Republic Waste Systems. Their cost is set each year based on the consumer price index and that increase must be covered by an increase in customer rates.

The average residential user will pay an additional \$1.20 each month as a result of this rate change.

**Fiscal Impact**

The expected increase in revenue for the FY 2025 year is approximately \$94,326. This projection is based on FY 2024 projected revenue.

**Strategic Alignment**

Continue to support operations and the capital costs of the City.

**Attachments**

- Resolution 5139

**RESOLUTION NO. 5139**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING THE RATE FOR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE AMOUNT OF 5% PER MONTH FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS TO BECOME EFFECTIVE JULY 2024.**

**WHEREAS**, 75-10-112, Montana Code Annotated (MCA), provides that the City has the power to regulate the collection and disposal of solid wastes; and

**WHEREAS**, 7-13-4108, MCA, provides that the City Commission may levy the costs of the removal and disposition of solid waste as a special charge against property from which the solid waste was deposited; and

**WHEREAS**, by Resolution No. 5055, effective for the July 2022 billing cycle, the City Commission increased residential rates by 20%; and

**WHEREAS**, since the last increase, the City continues to experience increases in operating expenses in its costs of collecting and disposing of solid wastes; and

**WHEREAS**, the collection and disposal of solid waste is operated as an enterprise fund, i.e. the costs of providing the service are paid through user charges; and

**WHEREAS**, an increase in the amount of 5% for all residential and commercial customers is necessary to offset the increased operating expenses of the City; and

**WHEREAS**, the proposed rates for users are set forth in Exhibit A which is attached hereto and incorporated by this reference as though fully set forth herein; and

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

That the City Commission of the City of Livingston, Montana hereby increases the monthly rate for the collection and disposal of solid waste in the amount of 5% for all customers to become effective with the July 2024 service, billed in August 2024.

**BE IT FURTHER RESOLVED** that Notice, attached hereto as Exhibit B and incorporated herein by reference, was published in accordance with law.

**BE IT FURTHER RESOLVED** that Notice, attached hereto as Exhibit C, and incorporated herein by reference was mailed to each customer.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 16<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
**KARRIE KAHLE – Chairperson**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**EMILY HUTCHINSON**  
**Recording Secretary**

\_\_\_\_\_  
**JON HESSE**  
**City Attorney**

**Exhibit A- Solid Waste Rate Changes**

CITY OF LIVINGSTON PROPOSED RESIDENTIAL SOLID WASTE RATES		
CUSTOMER	CURRENT MONTHLY RATE PER CAN	PROPOSED MONTHLY RATE PER CAN
RESIDENTIAL BLUE CANS	\$ 24.00	\$ 25.20
MULTI FAMILY - BLACK TUBS	\$20 + \$18 per Unit	\$21 + \$18.90 per Unit

**COMMERCIAL SOLID WASTE RATES**

WEIGHTS	COST	WEIGHTS	COST	WEIGHTS	COST	WEIGHTS	COST
0 TO 40	6.30	241 TO 280	34.34	481 TO 520	62.37	721 TO 760	90.41
40 TO 80	10.97	281 TO 320	39.01	521 TO 560	67.04	761 TO 800	95.08
81 TO 120	15.65	321 TO 360	43.68	561 TO 600	71.72	801 TO 840	99.75
121 TO 160	20.32	361 TO 400	48.35	601 TO 640	76.39	841 TO 880	104.42
161 TO 200	24.99	401 TO 440	53.03	641 TO 680	81.06	881 TO 920	109.10
201 TO 240	29.66	441 TO 480	57.70	681 TO 720	85.73	921 TO 960	113.77

**Exhibit B- Public Notice**

**NOTICE**

Notice is hereby given that the Livingston City Commission will conduct a public hearing in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana on July 16<sup>th</sup>, 2024, at 5:30 p.m. on **Resolution No. 5133**, entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO INCREASE THE RATE FOR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE AMOUNT OF 5% PER MONTH FOR RESIDENTIAL CUSTOMER AND 5% FOR COMMERCIAL CUSTOMERS TO BECOME EFFECTIVE JULY 2024 AND CALLING FOR A PUBLIC HEARING**. All interested persons are invited to attend the public hearing, to make comments or make objections thereto. For additional information contact the City of Livingston Finance Department at 220 E Park St, Livingston, MT, 59047, or by phone at 222-1142.

Please publish twice at least 6 (six) days apart, and posted with copies made available to the public.

**COMBINED NOTICE OF PUBLIC HEARINGS ON  
PROPOSED RATE INCREASES FOR WATER,  
WASTE WATER, AND SOLID WASTE EFFECTIVE JULY 2024**

Notice is hereby given that the City Commission of Livingston, Montana, will conduct public hearings on Resolutions 5131, 5132, and 5133 in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on July 16<sup>th</sup>, 2024, at 5:30 p.m. of its intent to increase the Water Rate in the amount of 5.6% (approximately \$0.85 to \$2.85, depending on the amount of water consumed by the customer), the Sewer Rate in the amount of 8% (approximately \$1.70 to \$8.40), and Solid Waste in the amount of 5% (approximately \$1.20 for residential customers). See the attached schedules. The public is invited to attend and comment on the proposed rate increases. For further information, contact the City of Livingston Finance Department at 220 E Park Street, Livingston, MT, 59047, or by phone at 222-1142.

Please mail at least 7 days and no more than 30 days prior to the hearing to each customer including an estimate of the amount the customer’s average bill will increase.

CITY OF LIVINGSTON PROPOSED WATER RATES					
GALLONS		CURRENT		PROPOSED	
FROM	TO	CONNECTION FEE	USAGE FEE	CONNECTION FEE	USAGE FEE
-	-	15.21	-	16.06	-
1	10,000	15.21	3.51	16.06	3.71
10,001	20,000	15.21	3.69	16.06	3.91
20,001	40,000	15.21	3.76	16.06	4.13
>40,001		15.21	3.86	16.06	4.36

CITY OF LIVINGSTON PROPOSED SEWER RATES			
GALLONS	CURRENT	PROPOSED	INCREASE
0	\$ 21.20	\$ 22.90	\$ 1.70
1000	\$ 29.61	\$ 31.98	\$ 2.37
2000	\$ 38.02	\$ 41.06	\$ 3.04
3000	\$ 46.43	\$ 50.14	\$ 3.71
4000	\$ 54.84	\$ 59.22	\$ 4.38
5000	\$ 63.25	\$ 68.30	\$ 5.05
6000	\$ 71.66	\$ 77.38	\$ 5.72
7000	\$ 80.07	\$ 86.46	\$ 6.39
8000	\$ 88.48	\$ 95.54	\$ 7.06
9000	\$ 96.89	\$ 104.62	\$ 7.73
10000	\$ 105.30	\$ 113.70	\$ 8.40

CITY OF LIVINGSTON PROPOSED RESIDENTIAL SOLID WASTE RATES		
CUSTOMER	CURRENT MONTHLY RATE PER CAN	PROPOSED MONTHLY RATE PER CAN
RESIDENTIAL BLUE CANS	\$ 24.00	\$ 25.20
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**File Attachments for Item:**

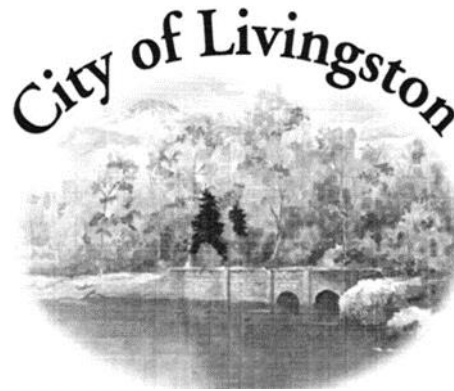
**F. DISCUSSION OF CITY COMMISSIONER LISTENING SESSIONS**



**City Manager**  
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**Chairperson**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
Quentin Schwarz  
Torrey Lyons  
James Willich

Date: July 16, 2024  
To: Chair Kahle and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Commission Listening Sessions**

**Recommendation and Summary**

The City Manager is proposing certain public listening session dates as directed by the City Commission. The Commission may approve the plan by adopting the following motion:

**“I move to approve the listening session schedule.”**

The reasons for the recommendation are as follows:

- The City Commission has requested that the City Manager develop a schedule of listening session for the Commission to engage directly with the public.
- The Commission previously indicated a desire to participate at both the Farmer’s Market as well as at independent listening session one Saturday per month.

**Introduction and History**

During the May 21, 2024, City Commission meeting, several Commissioners expressed interest in more directly engaging with the community. The Commissioners expressed interest in attending both the Farmer’s Market as well as independent listening sessions consisting of two or fewer Commissioners.

**Analysis**

The City Manager has developed the attached schedule for the Commission’s review. Commissioners are requested to sign-up for certain dates, if possible.

**Fiscal Impact**

There is no fiscal impact associated with the listening sessions.

**Strategic Alignment**

Direct communications with the community will ensure that the Commission is meeting the needs of Livingston residents and visitors.

**Attachments**

- Attachment A: Proposed Schedule

**Proposed Schedule of Listening Sessions**

Farmer’s Markets

- 1. July 17, 2024: Commissioners: \_\_\_Lyons\_\_\_\_\_ and \_\_\_\_\_
- 2. August 14, 2024: Commissioners: \_\_\_\_\_ and \_\_\_\_\_
- 3. September 11, 2024: Commissioners: \_\_\_\_\_ and \_\_\_\_\_

Other Listening Sessions (Locations To Be Announced)

- 1. July 27, 2024: Commissioners: \_\_\_\_\_Schwarz\_\_\_\_\_ and \_\_\_\_\_
- 2. August 24, 2024: Commissioners: \_\_\_\_\_Lyons (maybe)\_\_\_\_\_ and \_\_\_\_\_