



# Livingston City Commission Agenda

August 20, 2019

5:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Public Comment

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

6. Consent Items

**A. APPROVE MINUTES FROM AUGUST 6, 2019 REGULAR CITY COMMISSION MEETING. PG. 4**

**B. CONSENT- RATIFY CLAIMS PAID FROM 07/15/2019-07/31/2019 PG. 9**

7. Proclamations

8. Scheduled Public Comment

**A. PAUL REICHERT, EXECUTIVE DIRECTOR OF PROSPERA BUSINESS NETWORK, WITH ECONOMIC DEVELOPMENT UPDATE TO LIVINGSTON CITY COMMISSION. PG. 25**

**B. ADAM STERN OF CITY PLANNING BOARD WITH POLICY RECOMMENDATION REGARDING LARGE FORMAT RETAIL. PG. 35**

9. Public Hearings

**A. ORDINANCE NO. 2081- AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE 2030 AND CHAPTER 9, ARTICLE IV SECTION 9-222 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED " PARKING, STOPPING, AND STANDING" BY ESTABLISHING A NO PARKING, TOW-AWAY ZONE ADJACENT TO WILCOXSON'S PLANT ON WEST CLARK STREET MAKING VIOLATIONS THEREOF A CIVIL OFFENSE, AND PROVIDING A PENALTY. PG. 41**

10. Ordinances

11. Resolutions

**A. RESOLUTION NO. 4874 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO FIX THE TAX LEVY FOR FISCAL YEAR 2019-2020 AND GIVING NOTICE OF A PUBLIC HEARING THEREON. PG. 48**

**B. RESOLUTION NO. 4875- A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT WITH FOUR CORNERS RECYCLING, LLC. AMENDING CARD BOARD RECYCLING FEES FOR FY2019-FY2022. PG. 53**

**C. RESOLUTION NO. 4876- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT, AND MASTER AGREEMENT WITH ONSITE ENERGY, INC., FOR INSTALLATION OF A SOLAR ENERGY STORAGE SYSTEM AT THE NEW WASTE WATER RECLAMATION FACILITY. PG.67**

12. Action Items

**A. DISCUSS SCHEDULING COMMISSIONERS LISTENING SESSIONS FOR SEPTEMBER.**

13. City Manager Comment

14. City Commission Comments

15. Adjournment

Calendar of Events

Date	Time	Event
August 20. 2019	5:30 PM	City Commission Meeting Community Room-City/County Complex
August 21. 2019	4:00 PM	Library Board Meeting Bev Stevenson Meeting Room- Library
August 21. 2019	5:30 PM	City Planning Board Meeting Community Room-City/County Complex
August 21. 2019	7:00PM	Sister City Board Meeting Bev Stevenson Meeting Room- Library
August 26. 2019	Noon	City-County Airport Board Meeting Park Co. Commission Chambers
August 28. 2019	6:00 PM	Parks and Trails Committee Meeting Community Room-City/County Complex

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.

**Item Attachment Documents:**

- A. APPROVE MINUTES FROM AUGUST 6, 2019 REGULAR CITY COMMISSION MEETING.**

**LIVINGSTON CITY COMMISSION  
MINUTES**

**AUGUST 6, 2019  
5:30 P.M.  
CITY- COUNTY COMPLEX, COMMUNITY ROOM**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
  - Hoglund, Schwarz, Friedman, Mabie and Nootz were present.
- 3. MOMENT OF SILENCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. A. SCHEDULED PUBLIC COMMENT: DONNA PACE OF LIVINGSTON SISTER CITY PROGRAM, TO INTRODUCE THE 2019 EXCHANGE STUDENT STUDENTS, AND THANK THE CITY COMMISSION FOR CONTINUED SUPPORT. (00:01:42)**
- 6. PUBLIC COMMENTS**
  - Jack Luther made comments (00:09:20)
  - Jay Kiefer made comments (00:17:33)
  - Cameron Techranchi made comments (00:24:30)
- 7. CONSENT ITEMS (00:27:20)**
  - A. APPROVE MINUTES FROM JUNE 28, 2019 SPECIAL CITY COMMISSION MEETING.**
  - B. APPROVE MINUTES AND SUPPLEMENTAL MINUTES FROM THE JULY 16, 2019, CITY COMMISSION MEETING.**
  - C. RATIFY PAID CLAIMS FROM JULY 15, 2019 - JULY 31, 2019.**
  - D. CONSENT ITEM: JUNE 30, 2019 PLEDGED SECURITIES.**
  - E. ACCEPTING PARKS & TRAILS COMMITTEE RECOMMENDATION FOR APPOINTMENT TO COMMITTEE SEAT.**
    - Schwarz motioned to approve Consent Items A – E and pull Consent Item F for discussion. Mabie seconded.
      - All in favor, Consent Items A-E passed 5-0.

**F. ALBERTA MARBLE'S APPLICATION FOR A SPECIAL PARKING SPACE FOR DISABLED PERSON. (00:29:00)**

- Schwarz motioned to approve Consent Item F. Friedman seconded.
  - All in favor, motion passed 5-0.

**8. PROCLAMATIONS**

**9. SCHEDULED PUBLIC COMMENT**

**B. CAMERON TECHRANCHI, ENERGY CORPS INTERN PRESENTS UPDATE TO CITY COMMISSION REGARDING LIGHTING AUDITS AND REBATES FROM NORTHWESTERN ENERGY. (00:34:40)**

**10. PUBLIC HEARINGS**

**A. ORDINANCE 2080: AN ORDINANCE OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE NO. 2036 AND CHAPTER 9, ARTICLE IV OF THE LIVINGSTON MUNICIPAL CODE ENTITLED "PARKING, STOPPING, AND STANDING" AND SPECIFICALLY SECTION 9-243 BY ESTABLISHING A ONE (1) HOUR RESERVED PARKING SPACE IN FRONT OF "GRANITE SPORTS MEDICINE" AND PROVIDING FOR A PENALTY FOR VIOLATION (00:39:40)**

- Schwarz made a motion to pass Ordinance No. 2080. Nootz seconded.
  - All in favor, motion passed 5-0.

**11. ORDINANCES**

**A. ORDINANCE NO. 2081- AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE 2030 AND CHAPTER 9, ARTICLE IV SECTION 9-222 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED " PARKING, STOPPING, AND STANDING" BY ESTABLISHING A NO PARKING, TOW-AWAY ZONE ADJACENT TO WILCOXSON'S PLANT ON WEST CLARK STREET MAKING VIOLATIONS THEREOF A CIVIL OFFENSE, AND PROVIDING A PENALTY. (00:41:26)**

- Friedman made a motion to pass Ordinance No. 2081. Mabie seconded.
  - All in favor, motion passed 5-0.

**12. RESOLUTIONS**

**A. RESOLUTION NO. 4873 A RESOLUTION OF THE CITY COMMISSION, OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND SIGN A GENERAL SERVICES AGREEMENT WITH BAUER BLANTON, LLC, FOR THE SOLID WASTE BUILDING SLAB PROJECT, AND AUTHORIZING THE USE OF CONTINGENCY FUNDS, AS DEEMED NECESSARY. (00:45:02)**

- Patricia Grabow made comments (00:47:47)
- Cameron Techranchi made comments (00:49:29)
- Friedman made a motion to pass Resolution No. 4873. Mabie seconded.
  - All in favor, motion passed 5-0.

**13. ACTION ITEMS**

**A. DISCUSS/APPROVE/DENY- ACCEPTING PARKS AND TRAILS RECOMMENDATION FOR A REQUEST FOR EASEMENT ON THE GIRL SCOUT PROPERTY. (00:52:52)**

- Jeanne Marie Souvigney made comments (00:57:20)
- Bill Campbell made comments (01:01:01)
- Lauren Dalzell made comments (01:06:06)
- Jay Kiefer made comments (01:10:00)
- Michelle Michleson made comments (01:10:44)
- Amber Williams made comments (01:16:06)
- Faye McNew made comments (01:20:54)
- Bill Stevens made comments (01:24:18)
- Patricia Grabow made comments (01:27:17)
- Kelsey Kenfield made comments (01:29:26)
- Jody Litchfield made comments (01:30:30)
- Kris King made comments (01:32:22)
- June Little made comments (01:34:34)
- Gabe Williams made comments (01:36:00)
- Sarah Holman made comments (01:36:36)
- Megan Eubank made comments (01:38:30)
- Stephanie Harrington made comments (01:40:40)

Break taken at 01:51:51  
Meeting resumed at 02:04:48

No motions made and no vote taken on Action Item A.

**B. DISCUSS/APPROVE/DENY- ACCEPTING PARKS AND TRAILS RECOMMENDATION TO ALTER THE MASTER TRAIL MAP TO CHANGE THE TRAILS DEPICTED ON THE GIRL SCOUT PROPERTY. (02:45:00)**

- Jeanne Souvigney made comments (02:45:00)
- Patricia Grabow made comments (02:49:49)
- Stephanie Harrington made comments (02:52:25)
- Schwarz made a motion to extend meeting beyond three hours. Mabie seconded.
  - All in favor, motion passed 5-0.
- Mabie made a motion to accept Action Item B. Schwarz seconded.
  - Motion passed 4-0. (Nootz abstained.)

**C. DISCUSS/APPROVE/DENY- PROPOSED CREATION OF CITY OF LIVINGSTON CITIZEN CONSERVATION BOARD. (03:00:07)**

- Cameron Tchranchi made comments (03:00:30)
- Joanie Kresich made comments (03:03:37)
  
- Schwarz made a motion to approve Action Item C. Nootz seconded.
- All in favor, motion passed 5-0.

**D. DISCUSS SCHEDULING AUGUST COMMISSIONER LISTENING SESSION. (03:13:39)**

**E. DISCUSS CHANGES TO CHAPTER 4 TITLED “ANIMALS” OF THE LIVINGSTON MUNICIPAL ORDINANCES. (03:17:26)**

- Patricia Grabow made comments (03:20:00)
- Amber Williams made comments (03:21:12)

**F. DISCUSS CLOSING STAR RD PROJECT AND APPLYING FOR FORGIVENESS OF DEPARTMENT OF TRANSPORTATION EARMARK. (03:34:24)**

- Mabie made a motion to approve Action Item F and apply for forgiveness of Department of Transportation Earmark. Schwarz seconded.
  - All in favor, motion passed 5-0.

**14. CITY MANAGER COMMENT**

**15. CITY COMMISSION COMMENTS**

- Commissioner Nootz made comments (03:42:00)
- Commissioner Mabie made comments (03:42:20)
- Commissioner Friedman made comments (03:43:20)
- Commissioner Schwarz made comments (03:43:50)
- Chairperson Hoglund made comments (03:45:34)

**16. ADJOURNMENT- (03:47:31) 9:25 P.M.**

**Item Attachment Documents:**

**B. CONSENT- RATIFY CLAIMS PAID FROM 07/15/2019-07/31/2019**



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>2M COMPANY, INC.</b>							
781	2M COMPANY, INC.	20062804-00	Coupling Supplies	06/12/2019	33.98	33.98	07/23/2019
781	2M COMPANY, INC.	20063084-00	Solenoid, Straps, Command Flow	06/12/2019	522.00	522.00	07/23/2019
781	2M COMPANY, INC.	20063930-00	Splash Park	06/14/2019	337.95	337.95	07/23/2019
781	2M COMPANY, INC.	20070429	Solenoid	07/04/2019	83.79	83.79	07/30/2019
Total 2M COMPANY, INC.:					977.72	977.72	
<b>A-1 MUFFLER, INC.</b>							
2	A-1 MUFFLER, INC.	66441	Radiator cap, pressurized system	07/08/2019	97.00	97.00	07/16/2019
Total A-1 MUFFLER, INC.:					97.00	97.00	
<b>ADVANCED TECHNOLOGY PRODUCTS, INC</b>							
3357	ADVANCED TECHNOLOGY PRO	22413	Chemicals	07/09/2019	4,502.00	4,502.00	07/30/2019
3357	ADVANCED TECHNOLOGY PRO	22451	DPD Liquid	07/15/2019	56.00	56.00	07/30/2019
Total ADVANCED TECHNOLOGY PRODUCTS, INC:					4,558.00	4,558.00	
<b>ALL SERVICE TIRE &amp; ALIGNMENT</b>							
22	ALL SERVICE TIRE & ALIGNME	365	New tires, mount and balance	06/28/2019	1,960.00	1,960.00	07/16/2019
22	ALL SERVICE TIRE & ALIGNME	57224	Mount & Balance	06/25/2019	60.00	60.00	07/23/2019
22	ALL SERVICE TIRE & ALIGNME	57227	Turn rotors, new brake pads	06/25/2019	185.00	185.00	07/30/2019
22	ALL SERVICE TIRE & ALIGNME	57246	Oil Change	06/27/2019	45.00	45.00	07/23/2019
22	ALL SERVICE TIRE & ALIGNME	57375	Flat repair	07/18/2019	15.00	15.00	07/30/2019
Total ALL SERVICE TIRE & ALIGNMENT:					2,265.00	2,265.00	
<b>ALPINE ELECTRONICS RADIO SHACK</b>							
402	ALPINE ELECTRONICS RADIO	10256874	Olympus Recorder	07/10/2019	39.99	39.99	07/16/2019
Total ALPINE ELECTRONICS RADIO SHACK:					39.99	39.99	
<b>AMB WEST PHILANTHROPIES</b>							
10000	AMB WEST PHILANTHROPIES	561	5 days of Challenge Course 6/4/1	05/17/2019	375.00	375.00	07/30/2019
Total AMB WEST PHILANTHROPIES:					375.00	375.00	
<b>BALCO UNIFORM COMPANY, INC.</b>							
3371	BALCO UNIFORM COMPANY, IN	53612-2	Jack Lynch	04/10/2019	23.00	23.00	07/16/2019
3371	BALCO UNIFORM COMPANY, IN	53612-3	Jack Lynch	04/10/2019	246.60	246.60	07/16/2019
3371	BALCO UNIFORM COMPANY, IN	54317-5	J. Congelton-Uniform	06/06/2019	89.50	89.50	07/16/2019
3371	BALCO UNIFORM COMPANY, IN	54715	Alex Walker Uniform	07/11/2019	28.80	28.80	07/16/2019
Total BALCO UNIFORM COMPANY, INC.:					387.90	387.90	
<b>BILLINGS CLINIC TRAINING CENTER</b>							
3069	BILLINGS CLINIC TRAINING CE	16501	BLS eCard	07/03/2019	30.00	30.00	07/16/2019
Total BILLINGS CLINIC TRAINING CENTER:					30.00	30.00	
<b>BLACKFOOT COMMUNICATIONS</b>							
3293	BLACKFOOT COMMUNICATION	2019_07	Internet	07/01/2019	148.48	148.48	07/16/2019
Total BLACKFOOT COMMUNICATIONS:					148.48	148.48	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>BLACKSTONE PUBLISHING</b>							
2219	BLACKSTONE PUBLISHING	1121884	1 book	06/17/2019	50.00	50.00	07/23/2019
Total BLACKSTONE PUBLISHING:					50.00	50.00	
<b>BOUND TREE MEDICAL, LLC</b>							
2662	BOUND TREE MEDICAL, LLC	83260929	Pt Supplies	07/01/2019	243.67	243.67	07/23/2019
2662	BOUND TREE MEDICAL, LLC	83260930	Patient Supplies	07/01/2019	190.99	190.99	07/23/2019
2662	BOUND TREE MEDICAL, LLC	83264351	Patient Supplies	07/03/2019	248.96	248.96	07/23/2019
2662	BOUND TREE MEDICAL, LLC	83269285	Patient Supplies	07/09/2019	201.88	201.88	07/23/2019
2662	BOUND TREE MEDICAL, LLC	83274261	Patient Supplies	07/12/2019	248.57	248.57	07/23/2019
2662	BOUND TREE MEDICAL, LLC	83284465	Patient Supplies	07/22/2019	2.71	2.71	07/30/2019
Total BOUND TREE MEDICAL, LLC:					1,136.78	1,136.78	
<b>BRUCE E. BECKER, P.C.</b>							
10000	BRUCE E. BECKER, P.C.	06/01/2019-06/	Contracted service	06/07/2019	927.00	927.00	07/16/2019
Total BRUCE E. BECKER, P.C.:					927.00	927.00	
<b>CANON FINANCIAL SERVICES, INC</b>							
1747	CANON FINANCIAL SERVICES, I	19788429	Canon lease	02/22/2019	76.10	76.10	07/16/2019
1747	CANON FINANCIAL SERVICES, I	20345597	Copier lease	07/25/2019	26.40	26.40	07/30/2019
Total CANON FINANCIAL SERVICES, INC:					102.50	102.50	
<b>CAROLINA SOFTWARE, Inc.</b>							
3326	CAROLINA SOFTWARE, Inc.	72275	Waste Works Support	07/01/2019	500.00	500.00	07/23/2019
Total CAROLINA SOFTWARE, Inc.:					500.00	500.00	
<b>CARQUEST AUTO PARTS</b>							
23	CARQUEST AUTO PARTS	1912-447158	Supplies	07/08/2019	7.98	7.98	07/30/2019
23	CARQUEST AUTO PARTS	1912-447169	Air filter	07/08/2019	88.20	88.20	07/23/2019
23	CARQUEST AUTO PARTS	1912-447225	Oil Filter	07/09/2019	7.28	7.28	07/16/2019
23	CARQUEST AUTO PARTS	1912-447473	Cabin Air	07/10/2019	31.36	31.36	07/23/2019
23	CARQUEST AUTO PARTS	1912-447600	V Belt Industrial	07/11/2019	6.29	6.29	07/30/2019
23	CARQUEST AUTO PARTS	1912-447873	Def Fluid	07/15/2019	55.16	55.16	07/23/2019
23	CARQUEST AUTO PARTS	1912-447907	Supplies	07/15/2019	25.90	25.90	07/23/2019
Total CARQUEST AUTO PARTS:					222.17	222.17	
<b>CATHARINE, SUZANNE</b>							
3722	CATHARINE, SUZANNE	092829	Reimbursement- Books	07/11/2019	33.98	33.98	07/23/2019
Total CATHARINE, SUZANNE:					33.98	33.98	
<b>CENTRON SERVICES</b>							
682	CENTRON SERVICES	3069-JUNE	Parking Collections	06/25/2019	26.68	26.68	07/16/2019
Total CENTRON SERVICES:					26.68	26.68	
<b>CENTURYLINK</b>							
162	CENTURYLINK	406222385036	City Shop	07/04/2019	186.44	186.44	07/23/2019
162	CENTURYLINK	406222471456	Water Pumping Plant	07/04/2019	68.71	68.71	07/23/2019
162	CENTURYLINK	406222557063	Utility Shop	07/04/2019	51.11	51.11	07/23/2019
162	CENTURYLINK	406222560685	Utility Shop Fax	07/04/2019	55.41	55.41	07/23/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CENTURYLINK:					361.67	361.67	
<b>CHARTER COMMUNICATIONS</b>							
3440	CHARTER COMMUNICATIONS	017985207141	Internet	07/01/2019	3,117.34	3,117.34	07/30/2019
3440	CHARTER COMMUNICATIONS	017986007141	Internet	07/01/2019	885.12	885.12	07/30/2019
3440	CHARTER COMMUNICATIONS	017987807141	Internet	07/01/2019	885.05	885.05	07/30/2019
3440	CHARTER COMMUNICATIONS	019544506181	City Library	06/18/2019	238.52	238.52	07/23/2019
Total CHARTER COMMUNICATIONS:					5,126.03	5,126.03	
<b>CITY OF LIVINGSTON</b>							
2705	CITY OF LIVINGSTON	PW APR-JUN 2	Postage	07/16/2019	164.89	164.89	07/23/2019
131	CITY OF LIVINGSTON	TK2016-0239	Bond Conversion - J. Bright	06/25/2019	230.00	230.00	07/23/2019
Total CITY OF LIVINGSTON:					394.89	394.89	
<b>CIVICPLUS</b>							
10000	CIVICPLUS	188795	CivicRec Annual Renewal	08/01/2019	4,104.20	4,104.20	07/30/2019
Total CIVICPLUS:					4,104.20	4,104.20	
<b>COFFMAN'S PEAK ELECTRIC, LLC</b>							
3491	COFFMAN'S PEAK ELECTRIC, L	1564	SAC PARK OUTBUILDING	06/27/2019	3,210.00	3,210.00	07/30/2019
3491	COFFMAN'S PEAK ELECTRIC, L	1565-2	Install Generator & Transfer Switc	06/27/2019	3,366.00	3,366.00	07/23/2019
3491	COFFMAN'S PEAK ELECTRIC, L	1572	Paver Outlet Repair	07/11/2019	111.83	111.83	07/23/2019
Total COFFMAN'S PEAK ELECTRIC, LLC:					6,687.83	6,687.83	
<b>COMDATA</b>							
2671	COMDATA	20315895	EMS Dept. Fuel	07/01/2019	2,235.68	2,235.68	07/16/2019
Total COMDATA:					2,235.68	2,235.68	
<b>CULLIGAN WATER CONDIITIONING</b>							
10000	CULLIGAN WATER CONDIITIONI	0574325	WATER REC. PLANT EXPENSE	06/19/2019	3,388.00	3,388.00	07/30/2019
Total CULLIGAN WATER CONDIITIONING:					3,388.00	3,388.00	
<b>DELL MARKETING L.P.</b>							
745	DELL MARKETING L.P.	10324136057	Library Desktop	06/27/2019	524.89	524.89	07/23/2019
745	DELL MARKETING L.P.	10326608284	City Finance Monitors	07/11/2019	651.16	651.16	07/16/2019
745	DELL MARKETING L.P.	10327351117	City Finance Computers	07/08/2019	2,104.20	2,104.20	07/30/2019
Total DELL MARKETING L.P.:					3,280.25	3,280.25	
<b>DEMCO</b>							
199	DEMCO	6637832	Book Prep Supplies	06/27/2019	144.13	144.13	07/23/2019
Total DEMCO:					144.13	144.13	
<b>DEPARTMENT OF REVENUE</b>							
122	DEPARTMENT OF REVENUE	07/23/2019	Western Municipal - Gross Receipt	07/23/2019	2,637.88	2,637.88	07/23/2019
Total DEPARTMENT OF REVENUE:					2,637.88	2,637.88	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>ENERGY LABORATORIES, INC.</b>							
424	ENERGY LABORATORIES, INC.	244942	Eff Comp	07/03/2019	150.00	150.00	07/30/2019
Total ENERGY LABORATORIES, INC.:					150.00	150.00	
<b>EXEC U CARE SERVICES, INC.</b>							
3298	EXEC U CARE SERVICES, INC.	1869	Civic Center - June	05/30/2019	1,658.15	1,658.15	07/16/2019
3298	EXEC U CARE SERVICES, INC.	1897	City Pool- June	06/30/2019	1,977.23	1,977.23	07/16/2019
Total EXEC U CARE SERVICES, INC.:					3,635.38	3,635.38	
<b>FERGUSON ENTERPRISES, INC.</b>							
2386	FERGUSON ENTERPRISES, IN	0716450	REPAIR SENSUS VXU2	07/10/2019	313.08	313.08	07/30/2019
2386	FERGUSON ENTERPRISES, IN	0717484	Meter Parts	06/28/2019	22,554.55	22,554.55	07/30/2019
Total FERGUSON ENTERPRISES, INC.:					22,867.63	22,867.63	
<b>FISHER SAND AND GRAVEL</b>							
2904	FISHER SAND AND GRAVEL	92097	3" Pit Run	06/15/2019	847.93	847.93	07/16/2019
2904	FISHER SAND AND GRAVEL	92864	3" Pit Run	06/22/2019	118.23	118.23	07/16/2019
2904	FISHER SAND AND GRAVEL	93559	1" Road Gravel	06/29/2019	2,712.61	2,712.61	07/23/2019
Total FISHER SAND AND GRAVEL:					3,678.77	3,678.77	
<b>FOUR CORNERS RECYCLING, LLC</b>							
2919	FOUR CORNERS RECYCLING,	2123	Credit Memo-2123	06/28/2019	2,289.70	2,289.70	07/30/2019
Total FOUR CORNERS RECYCLING, LLC:					2,289.70	2,289.70	
<b>GALE</b>							
2796	GALE	67298864	1 Book	06/19/2019	27.05	27.05	07/23/2019
Total GALE:					27.05	27.05	
<b>GATEWAY OFFICE SUPPLY</b>							
54	GATEWAY OFFICE SUPPLY	45125	Supplies	07/02/2019	13.99	13.99	07/16/2019
54	GATEWAY OFFICE SUPPLY	45209	Supplies	07/10/2019	24.87	24.87	07/30/2019
54	GATEWAY OFFICE SUPPLY	45252	Office Supplies	07/12/2019	12.15	12.15	07/16/2019
54	GATEWAY OFFICE SUPPLY	45284	Supplies	07/15/2019	165.58	165.58	07/23/2019
54	GATEWAY OFFICE SUPPLY	45352	BINDERS	07/23/2019	31.20	31.20	07/30/2019
Total GATEWAY OFFICE SUPPLY:					247.79	247.79	
<b>GENERAL DISTRIBUTING COMPANY</b>							
1845	GENERAL DISTRIBUTING COM	00772495	Oxygen	06/30/2019	29.40	29.40	07/16/2019
Total GENERAL DISTRIBUTING COMPANY:					29.40	29.40	
<b>GLASS, PEGGY</b>							
306	GLASS, PEGGY	2019 APCO M	2019 APCO MEETING- MILEAGE	06/11/2019	141.70	141.70	07/16/2019
306	GLASS, PEGGY	2019 PS LUNC	OFFICE SUPPLIES	04/16/2019	204.37	204.37	07/16/2019
Total GLASS, PEGGY:					346.07	346.07	
<b>GRAINGER</b>							
528	GRAINGER	9210303047	Soft-Flo with adapter	06/19/2019	26.53	26.53	07/30/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total GRAINGER:					26.53	26.53	
<b>HANSER'S AUTOMOTIVE &amp; WRECKER</b>							
1687	HANSER'S AUTOMOTIVE & WR	0248	LPD Tow	07/16/2019	85.00	85.00	07/30/2019
Total HANSER'S AUTOMOTIVE & WRECKER:					85.00	85.00	
<b>HAPPE, HOLLY</b>							
3750	HAPPE, HOLLY	A0000000310	Post-its	06/29/2019	15.99	15.99	07/23/2019
Total HAPPE, HOLLY:					15.99	15.99	
<b>HAWKINS, INC</b>							
470	HAWKINS, INC	4524701	Statement Credit	06/24/2019	3,406.70	3,406.70	07/30/2019
Total HAWKINS, INC:					3,406.70	3,406.70	
<b>HELENA INDEPENDENT RECORD</b>							
403	HELENA INDEPENDENT RECOR	112-12343	52 Week Subscrip	06/27/2019	580.00	580.00	07/23/2019
Total HELENA INDEPENDENT RECORD:					580.00	580.00	
<b>HORIZON AUTO PARTS</b>							
1920	HORIZON AUTO PARTS	844752	Battery	02/19/2019	105.84	105.84	07/23/2019
1920	HORIZON AUTO PARTS	845978	DEXCOOL RTU	03/05/2019	11.93	11.93	07/23/2019
1920	HORIZON AUTO PARTS	851012	Powersteering fluid	05/08/2019	10.48	10.48	07/23/2019
1920	HORIZON AUTO PARTS	855323	CREDIT MEMO	06/27/2019	65.33-	65.33-	07/23/2019
Total HORIZON AUTO PARTS:					62.92	62.92	
<b>HOUSE OF CLEAN</b>							
63	HOUSE OF CLEAN	236072	Cleaning Supplies	06/20/2019	116.11	116.11	07/23/2019
63	HOUSE OF CLEAN	236563	Vacuum service	06/27/2019	154.21	154.21	07/23/2019
63	HOUSE OF CLEAN	236614-00	Janitorial supplies	06/28/2019	491.45	491.45	07/30/2019
63	HOUSE OF CLEAN	237180	Station Supplies	07/15/2019	46.92	46.92	07/23/2019
Total HOUSE OF CLEAN:					808.69	808.69	
<b>INDUSTRIAL COMM &amp; ELEC OF BOZEMAN</b>							
3455	INDUSTRIAL COMM & ELEC OF	31716	Headset Repair	07/10/2019	177.00	177.00	07/23/2019
Total INDUSTRIAL COMM & ELEC OF BOZEMAN:					177.00	177.00	
<b>INDUSTRIAL TOWEL</b>							
102	INDUSTRIAL TOWEL	94002	Towel Service	07/01/2019	14.86	14.86	07/23/2019
102	INDUSTRIAL TOWEL	96437	Bennett Street	07/12/2019	43.30	43.30	07/23/2019
Total INDUSTRIAL TOWEL:					58.16	58.16	
<b>INGRAM LIBRARY SERVICE</b>							
1539	INGRAM LIBRARY SERVICE	40575093	1 Book	06/14/2019	26.70	26.70	
1539	INGRAM LIBRARY SERVICE	40613660	1 Audiobook	06/18/2019	19.59	19.59	
1539	INGRAM LIBRARY SERVICE	40613661	1 Book	06/18/2019	23.56	23.56	
1539	INGRAM LIBRARY SERVICE	40613662	1 Book	06/18/2019	66.35	66.35	
1539	INGRAM LIBRARY SERVICE	40613663	18 books	06/18/2019	254.58	254.58	
1539	INGRAM LIBRARY SERVICE	40613664	1 Book	06/18/2019	22.59	22.59	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1539	INGRAM LIBRARY SERVICE	40631132	1 Book	06/19/2019	23.19	23.19	
1539	INGRAM LIBRARY SERVICE	40679581	7 books	06/24/2019	128.96	128.96	
1539	INGRAM LIBRARY SERVICE	40698570	3 Books	06/25/2019	.00	.00	
1539	INGRAM LIBRARY SERVICE	40761679	3 Books	07/01/2019	68.28	68.28	
1539	INGRAM LIBRARY SERVICE	40782616	1 Book	07/02/2019	24.96	24.96	
1539	INGRAM LIBRARY SERVICE	40819342	1 Book	07/05/2019	31.47	31.47	
1539	INGRAM LIBRARY SERVICE	40864074	4 Books	07/09/2019	79.44	79.44	
1539	INGRAM LIBRARY SERVICE	40864075	1 Book	07/09/2019	30.84	30.84	
1539	INGRAM LIBRARY SERVICE	40880058	1 Book	07/10/2019	26.64	26.64	
1539	INGRAM LIBRARY SERVICE	76447064	1 Audiobook	07/03/2019	.00	.00	
Total INGRAM LIBRARY SERVICE:					827.15	827.15	
<b>J &amp; H OFFICE EQUIPMENT</b>							
1783	J & H OFFICE EQUIPMENT	25129518	Copier lease	07/08/2019	451.66	451.66	07/23/2019
1783	J & H OFFICE EQUIPMENT	562410	Canon Copier	07/08/2019	95.32	95.32	07/16/2019
Total J & H OFFICE EQUIPMENT:					546.98	546.98	
<b>J &amp; H, Inc.</b>							
3387	J & H, Inc.	562408	Copier Canon IRC3525	07/08/2019	30.95	30.95	07/23/2019
Total J & H, Inc.:					30.95	30.95	
<b>KEN'S EQUIPMENT REPAIR, INC</b>							
1390	KEN'S EQUIPMENT REPAIR, IN	53344	Replace rollers in boom	06/03/2019	45.00	45.00	07/23/2019
1390	KEN'S EQUIPMENT REPAIR, IN	53345	Starter repair, old yard dog	06/05/2019	406.50	406.50	07/23/2019
1390	KEN'S EQUIPMENT REPAIR, IN	53365	Replace alternator, check out char	06/05/2019	370.00	370.00	07/23/2019
1390	KEN'S EQUIPMENT REPAIR, IN	53375	Weld broken rocker arm G1	06/06/2019	585.00	585.00	07/23/2019
1390	KEN'S EQUIPMENT REPAIR, IN	53393	Starter repair	06/11/2019	1,009.70	1,009.70	07/30/2019
1390	KEN'S EQUIPMENT REPAIR, IN	53467	Replace Leaking Hydrant Hoses 4	06/24/2019	372.45	372.45	07/23/2019
1390	KEN'S EQUIPMENT REPAIR, IN	53469	Brake repair-91	06/24/2019	135.00	135.00	07/23/2019
1390	KEN'S EQUIPMENT REPAIR, IN	53498	Replace broken joystick	06/24/2019	91.00	91.00	07/23/2019
1390	KEN'S EQUIPMENT REPAIR, IN	53505	Replace Hyp filter- G2	06/27/2019	135.00	135.00	07/23/2019
1390	KEN'S EQUIPMENT REPAIR, IN	TOW INVOICE	LPD TOW TO IMPOUND LOT	07/05/2019	95.00	95.00	07/16/2019
Total KEN'S EQUIPMENT REPAIR, INC:					3,244.65	3,244.65	
<b>KENYON NOBLE</b>							
776	KENYON NOBLE	7047375	training supplies	04/15/2019	83.26	83.26	07/16/2019
776	KENYON NOBLE	7058663	Training Center	04/22/2019	164.85	164.85	07/16/2019
776	KENYON NOBLE	7205298	Supplies	07/10/2019	19.58	19.58	07/30/2019
776	KENYON NOBLE	7213913	Supplies	07/15/2019	31.50	31.50	07/30/2019
Total KENYON NOBLE:					299.19	299.19	
<b>KNIFE RIVER</b>							
8	KNIFE RIVER	619737	Plant Mix	06/20/2019	2,166.00	2,166.00	07/16/2019
Total KNIFE RIVER:					2,166.00	2,166.00	
<b>LEHRKIND'S COCA-COLA</b>							
2830	LEHRKIND'S COCA-COLA	1654126	5 gal big spring	07/03/2019	41.25	41.25	07/16/2019
2830	LEHRKIND'S COCA-COLA	16583036	5 gal bif spring an	07/17/2019	19.95	19.95	07/30/2019
2830	LEHRKIND'S COCA-COLA	1658304	5 gal bif spring an	07/17/2019	16.50	16.50	07/30/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LEHRKIND'S COCA-COLA:					77.70	77.70	
<b>LIVINGSTON ACE HARDWARE - #122005</b>							
26	LIVINGSTON ACE HARDWARE -	1624913083	LATE FEES	07/25/2019	4.40	4.40	07/30/2019
26	LIVINGSTON ACE HARDWARE -	D70014	Keys	10/12/2018	2.79	2.79	07/30/2019
26	LIVINGSTON ACE HARDWARE -	E77511	PARK DEPT.SUPPLIES	06/04/2019	6.99	6.99	07/30/2019
26	LIVINGSTON ACE HARDWARE -	E79573	Chain saw supplies	06/07/2019	119.19	119.19	07/30/2019
26	LIVINGSTON ACE HARDWARE -	E81223	Pressure Gauge	06/10/2019	9.99	9.99	07/30/2019
26	LIVINGSTON ACE HARDWARE -	E81241	Painting Supplies	06/10/2019	34.95	34.95	07/30/2019
26	LIVINGSTON ACE HARDWARE -	E81548	Cleaning Supplies	06/10/2019	11.99	11.99	07/30/2019
26	LIVINGSTON ACE HARDWARE -	E81579	Bushing, couplers	06/10/2019	10.98	10.98	07/30/2019
26	LIVINGSTON ACE HARDWARE -	E82033	Battery	06/11/2019	16.99	16.99	07/30/2019
26	LIVINGSTON ACE HARDWARE -	E83893	Painting supplies	06/13/2019	38.00	38.00	07/30/2019
26	LIVINGSTON ACE HARDWARE -	E86499	PARK DEPT.SUPPLIES	06/17/2019	25.97	25.97	07/30/2019
26	LIVINGSTON ACE HARDWARE -	E87803	Fire Dept. Station Supplies	06/19/2019	11.99	11.99	07/30/2019
26	LIVINGSTON ACE HARDWARE -	E91182	Street Dept. Supplies	06/25/2019	15.99	15.99	07/16/2019
26	LIVINGSTON ACE HARDWARE -	E95259	Street Dept. Supplies	07/01/2019	14.99	14.99	07/16/2019
26	LIVINGSTON ACE HARDWARE -	E96044	PARK DEPT.SUPPLIES	07/02/2019	48.48	48.48	07/30/2019
26	LIVINGSTON ACE HARDWARE -	E96298	Ambulance Wheel Paint	07/02/2019	11.98	11.98	07/16/2019
26	LIVINGSTON ACE HARDWARE -	E96985	Water Dept. Supplies	07/03/2019	31.97	31.97	07/30/2019
26	LIVINGSTON ACE HARDWARE -	E97031	PARK DEPT.SUPPLIES	07/03/2019	21.99	21.99	07/30/2019
26	LIVINGSTON ACE HARDWARE -	F00035	PARK DEPT.SUPPLIES	07/08/2019	94.97	94.97	07/30/2019
26	LIVINGSTON ACE HARDWARE -	F00345	Waste Water Dept. Supplies	07/09/2019	30.93	30.93	07/30/2019
26	LIVINGSTON ACE HARDWARE -	F00363	Waste Water Dept. Supplies	07/09/2019	5.18	5.18	07/30/2019
26	LIVINGSTON ACE HARDWARE -	F00412	Street Dept. Supplies	07/09/2019	44.98	44.98	07/16/2019
26	LIVINGSTON ACE HARDWARE -	F01016	PARK DEPT.SUPPLIES	07/10/2019	18.99	18.99	07/30/2019
26	LIVINGSTON ACE HARDWARE -	F01021	PARK DEPT.SUPPLIES	07/10/2019	1.58	1.58	07/30/2019
26	LIVINGSTON ACE HARDWARE -	F01048	Water Dept. Supplies	07/10/2019	20.43	20.43	07/30/2019
26	LIVINGSTON ACE HARDWARE -	F01243	PARK DEPT.SUPPLIES	07/10/2019	54.95	54.95	07/30/2019
26	LIVINGSTON ACE HARDWARE -	F02213	PARK DEPT.SUPPLIES	07/12/2019	94.99	94.99	07/30/2019
26	LIVINGSTON ACE HARDWARE -	F04824	Fire Dept. Building Repair	07/16/2019	83.29	83.29	07/23/2019
26	LIVINGSTON ACE HARDWARE -	F05623	PARK DEPT.SUPPLIES	07/18/2019	145.48	145.48	07/30/2019
26	LIVINGSTON ACE HARDWARE -	F05624	Street Dept. Supplies	07/18/2019	59.96	59.96	07/30/2019
26	LIVINGSTON ACE HARDWARE -	F05973	Water Dept. Supplies	07/18/2019	42.93	42.93	07/30/2019
26	LIVINGSTON ACE HARDWARE -	F08272	Water Dept. Supplies	07/22/2019	18.09	18.09	07/30/2019
26	LIVINGSTON ACE HARDWARE -	F08764	hot water nozzle	07/23/2019	9.99	9.99	07/30/2019
26	LIVINGSTON ACE HARDWARE -	X21478	Civic Center Supplies	05/15/2019	86.16	86.16	07/30/2019
26	LIVINGSTON ACE HARDWARE -	X23014	Fasteners	06/10/2019	7.96	7.96	07/30/2019
26	LIVINGSTON ACE HARDWARE -	X24331	PARK DEPT.SUPPLIES	07/01/2019	5.11	5.11	07/30/2019
26	LIVINGSTON ACE HARDWARE -	X24366	Combo Lock	07/01/2019	8.99	8.99	07/30/2019
26	LIVINGSTON ACE HARDWARE -	X24545	Water Dept. Supplies	07/03/2019	4.99	4.99	07/16/2019
Total LIVINGSTON ACE HARDWARE - #122005:					1,279.58	1,279.58	
<b>LIVINGSTON CHAMBER OF COMMERCE</b>							
618	LIVINGSTON CHAMBER OF CO	16679904	REFUND SUMMERFEST ACCT.	07/23/2019	100.00	100.00	07/30/2019
Total LIVINGSTON CHAMBER OF COMMERCE:					100.00	100.00	
<b>LIVINGSTON FIRE SERVICE, INC</b>							
468	LIVINGSTON FIRE SERVICE, IN	15488	Extinguisher Ann. Ma	07/11/2019	28.75	28.75	07/16/2019
Total LIVINGSTON FIRE SERVICE, INC:					28.75	28.75	
<b>LIVINGSTON HEALTH CARE</b>							
55	LIVINGSTON HEALTH CARE	0017294	Patient Supplies	07/09/2019	328.81	328.81	07/23/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
55	LIVINGSTON HEALTH CARE	4018908	Patient Supplies	07/02/2019	57.09	57.09	07/16/2019
Total LIVINGSTON HEALTH CARE:					385.90	385.90	
<b>LIVINGSTON UTILITY BILLING</b>							
147	LIVINGSTON UTILITY BILLING	10121;07/19	Library	07/05/2019	120.43	120.43	07/23/2019
147	LIVINGSTON UTILITY BILLING	10121-7/19	Library Irrigation	07/05/2019	31.74	31.74	07/23/2019
147	LIVINGSTON UTILITY BILLING	14347; 06/19	Utility Shop	07/12/2019	128.51	128.51	07/16/2019
147	LIVINGSTON UTILITY BILLING	14347; 6/19	Utility shop	07/12/2019	36.80	36.80	07/16/2019
147	LIVINGSTON UTILITY BILLING	14347;06/19	Utility shop	07/12/2019	151.68	151.68	07/16/2019
147	LIVINGSTON UTILITY BILLING	14352; 06/19	Street Shop	07/12/2019	60.84	60.84	07/16/2019
147	LIVINGSTON UTILITY BILLING	14352;06/19	Street Shop	07/12/2019	60.84	60.84	07/16/2019
147	LIVINGSTON UTILITY BILLING	14366; 06/19	Sewer Plant	07/12/2019	228.71	228.71	07/16/2019
147	LIVINGSTON UTILITY BILLING	14474; 6/19	Scale House	07/12/2019	33.89	33.89	07/16/2019
147	LIVINGSTON UTILITY BILLING	16149; 6/19	Star Rd.	07/12/2019	46.05	46.05	07/16/2019
147	LIVINGSTON UTILITY BILLING	16214; 06/19	Cemetary	07/12/2019	14.72	14.72	07/16/2019
147	LIVINGSTON UTILITY BILLING	4601; 06/19	Mars Park	07/12/2019	.00	.00	
147	LIVINGSTON UTILITY BILLING	4638; 06/19	Soccer Fieldhouse	07/12/2019	42.04	42.04	07/16/2019
147	LIVINGSTON UTILITY BILLING	50000010; 06/1	Parks Dept.	07/12/2019	180.32	180.32	07/16/2019
147	LIVINGSTON UTILITY BILLING	50050052201;	B. St. Irrigation	07/12/2019	31.97	31.97	07/16/2019
147	LIVINGSTON UTILITY BILLING	80013; 6/19	B St.	07/12/2019	53.35	53.35	07/16/2019
147	LIVINGSTON UTILITY BILLING	90016; 06/19	City/County	07/12/2019	573.56	573.56	07/16/2019
Total LIVINGSTON UTILITY BILLING:					1,795.45	1,795.45	
<b>MARKS LUMBER</b>							
3838	MARKS LUMBER	GRINDING 07/	Grinding	07/15/2019	10,450.00	10,450.00	07/23/2019
Total MARKS LUMBER:					10,450.00	10,450.00	
<b>MASTERCARD</b>							
3184	MASTERCARD	EMTER 2019_	Plywood	07/01/2019	104.64	104.64	07/22/2019
3184	MASTERCARD	FETTERHOFF	Office Supplies	07/01/2019	92.95	92.95	07/22/2019
3184	MASTERCARD	GRADY 2019_	fuel	07/01/2019	1,119.59	1,119.59	07/22/2019
3184	MASTERCARD	HARRINGTON	Lodging for Class	07/01/2019	1,588.89	1,588.89	07/22/2019
3184	MASTERCARD	JOHANSSON	Frames	07/01/2019	586.98	586.98	07/22/2019
3184	MASTERCARD	JOHNSON 201	New Vehicle Registration	07/01/2019	218.67	218.67	07/22/2019
3184	MASTERCARD	Library 2019_0	Duplicate Payment	07/01/2019	272.97-	272.97-	07/22/2019
3184	MASTERCARD	LOWY 2019_0	shipping cost reduction	07/01/2019	653.85	653.85	07/22/2019
3184	MASTERCARD	MACINNIS 201	May	07/01/2019	7,273.66	7,273.66	07/22/2019
3184	MASTERCARD	SCHNEIDER 2	Probe	07/01/2019	225.92	225.92	07/22/2019
3184	MASTERCARD	SCHWEIGERT	Tools	07/01/2019	990.04	990.04	07/22/2019
3184	MASTERCARD	SINGER 2019_	Keurig Coffee Maker	07/01/2019	224.95	224.95	07/22/2019
3184	MASTERCARD	TARR 2019_06	Teen Space Party Food	07/01/2019	734.12	734.12	07/22/2019
3184	MASTERCARD	WHITMAN 201	OIL CHANGE	07/01/2019	52.44	52.44	07/22/2019
Total MASTERCARD:					13,593.73	13,593.73	
<b>MIDWAY RENTAL, INC.</b>							
3040	MIDWAY RENTAL, INC.	5-1064273	Boom lift rental	06/27/2019	387.50	387.50	07/30/2019
Total MIDWAY RENTAL, INC.:					387.50	387.50	
<b>MISC, (999999)</b>							
99999	MISC, (999999)	2017-0166	Restitution- S. SCOTT	07/10/2019	30.50	30.50	07/16/2019
99999	MISC, (999999)	40180	Refund- overpayment on account.	07/09/2019	63.47	63.47	07/16/2019
99999	MISC, (999999)	42203	MILEAGE REIMBURSEMENT- C	07/15/2019	325.53	325.53	07/17/2019



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
99999	MISC, (999999)	J. CONGLETO	6/28/19 NEW HIRE PSYCH. J. C	07/03/2019	750.00	750.00	07/16/2019
99999	MISC, (999999)	TK2015-0001;	Restitution- K. Chapman	07/11/2019	50.00	50.00	07/16/2019
99999	MISC, (999999)	TK2015-0001;	Restitution- K. Chapman	07/11/2019	50.00	50.00	07/16/2019
99999	MISC, (999999)	TK2017-0010;	Restitution- C. NYHART	07/11/2019	93.00	93.00	07/16/2019
99999	MISC, (999999)	TK2017-0022;	Restitution- C. NYHART	07/11/2019	7.00	7.00	07/16/2019
99999	MISC, (999999)	TK2018-0668	Bond Release - N. Goehring	07/12/2019	185.00	185.00	07/18/2019
99999	MISC, (999999)	TK2018-0669	Bond Release - A. Goehring	07/12/2019	185.00	185.00	07/18/2019
99999	MISC, (999999)	TK2019-0085	Bond Release - J. Osbourne	07/16/2019	685.00	685.00	07/19/2019
99999	MISC, (999999)	TK2019-0155	Bond Release - S. Jones	07/10/2019	1,355.00	1,355.00	07/18/2019
Total MISC, (999999):					3,779.50	3,779.50	
<b>MMCT &amp; FOA</b>							
788	MMCT & FOA	DUES FY19-20	Kinnick Dues	07/01/2019	50.00	50.00	07/30/2019
788	MMCT & FOA	DUES FY2019-	Purkett Dues	07/01/2019	50.00	50.00	07/30/2019
Total MMCT & FOA:					100.00	100.00	
<b>MMIA</b>							
278	MMIA	619012	2019004516 CHARVART, VICKI	07/09/2019	846.60	846.60	07/23/2019
Total MMIA:					846.60	846.60	
<b>MMIA - LIABILITY PROGRAM</b>							
2727	MMIA - LIABILITY PROGRAM	LIVINGSTON F	FY19/20 LIABILITY ASSESSMEN	07/01/2019	271,492.00	271,492.00	07/16/2019
2727	MMIA - LIABILITY PROGRAM	PR-074-2019	19/20 Surety Bonds/Employees	07/01/2019	51,233.93	51,233.93	07/16/2019
Total MMIA - LIABILITY PROGRAM:					322,725.93	322,725.93	
<b>MONTANA AIR CARTAGE</b>							
3808	MONTANA AIR CARTAGE	63019	06.19 Courier Service	07/01/2019	192.00	192.00	07/23/2019
Total MONTANA AIR CARTAGE:					192.00	192.00	
<b>MONTANA DEPT OF ENVIRONMENTAL</b>							
2346	MONTANA DEPT OF ENVIRONM	5L1900820	MTR000494 - Acreage	07/22/2019	750.00	750.00	07/30/2019
Total MONTANA DEPT OF ENVIRONMENTAL:					750.00	750.00	
<b>MONTANA LIBRARY ASSOC. ATTN Debbi</b>							
3657	MONTANA LIBRARY ASSOC. AT	2019-20 CATH	Catharine, Suzanne Renewal	07/01/2019	50.00	50.00	07/23/2019
3657	MONTANA LIBRARY ASSOC. AT	2019-20 DAWS	Dawson, Jan renewal	07/01/2019	60.00	60.00	07/23/2019
3657	MONTANA LIBRARY ASSOC. AT	2019-20 GRAD	Grady, Mitch Renewal	07/01/2019	60.00	60.00	07/23/2019
3657	MONTANA LIBRARY ASSOC. AT	2019-20- HAN	HANCOCK, JULIE- renewal	07/01/2019	15.00	15.00	07/23/2019
3657	MONTANA LIBRARY ASSOC. AT	2019-20 KING	King, Tim renewal	07/01/2019	45.00	45.00	07/23/2019
3657	MONTANA LIBRARY ASSOC. AT	2019-20 MATL	MATLOW, STEPHEN NEW MEM	07/01/2019	15.00	15.00	07/23/2019
3657	MONTANA LIBRARY ASSOC. AT	2019-20 PART	PARTHASARATHY, RANGA NEW	07/01/2019	15.00	15.00	07/23/2019
3657	MONTANA LIBRARY ASSOC. AT	2019-20 PETE	PETERSON, ELAINE renewal	07/01/2019	15.00	15.00	07/23/2019
3657	MONTANA LIBRARY ASSOC. AT	2019-20- SUK	Sukut, Lisa, Renewal	07/01/2019	50.00	50.00	07/23/2019
3657	MONTANA LIBRARY ASSOC. AT	2019-20-ELWI	ELWIN, SHELIA renewal	07/01/2019	15.00	15.00	07/23/2019
Total MONTANA LIBRARY ASSOC. ATTN Debbi:					340.00	340.00	
<b>MONTANA STATE - FIRE SERVICES TRAINING</b>							
2631	MONTANA STATE - FIRE SERVI	34-138	FY20 Resource Center Membersh	07/05/2019	185.00	185.00	07/30/2019
2631	MONTANA STATE - FIRE SERVI	34-139	Bernard Fire Instructor 1 Cert	07/15/2019	95.00	95.00	07/30/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MONTANA STATE - FIRE SERVICES TRAINING:					280.00	280.00	
<b>MONTANA STATE LIBRARY</b>							
1344	MONTANA STATE LIBRARY	SHARED CATA	Shared Catalog Servi	05/31/2019	6,094.85	6,094.85	07/23/2019
Total MONTANA STATE LIBRARY:					6,094.85	6,094.85	
<b>MOUNTAIN AIR SPORTS</b>							
34	MOUNTAIN AIR SPORTS	9668	SHIRTS	07/05/2019	192.40	192.40	07/30/2019
Total MOUNTAIN AIR SPORTS:					192.40	192.40	
<b>MT WATERWORKS</b>							
3016	MT WATERWORKS	29395	SUPPLIES	06/28/2019	5,344.32	5,344.32	07/16/2019
Total MT WATERWORKS:					5,344.32	5,344.32	
<b>MUNICIPAL CODE CORPORATION</b>							
3058	MUNICIPAL CODE CORPORATI	00331190	Subscription 07/01/2019-07/31/20	07/22/2019	150.00	150.00	07/30/2019
Total MUNICIPAL CODE CORPORATION:					150.00	150.00	
<b>MUNICIPAL EMERGENCY SERVICES</b>							
2604	MUNICIPAL EMERGENCY SERV	IN1357105	Thermal Imaging Cameras	07/10/2019	4,038.38	4,038.38	07/23/2019
Total MUNICIPAL EMERGENCY SERVICES:					4,038.38	4,038.38	
<b>MURDOCH'S RANCH &amp; HOME SUPPLY</b>							
3688	MURDOCH'S RANCH & HOME S	K01036/37	Supplies	07/15/2019	38.97	38.97	07/30/2019
Total MURDOCH'S RANCH & HOME SUPPLY:					38.97	38.97	
<b>NEVIN'S GLASS &amp; WINDOWS</b>							
490	NEVIN'S GLASS & WINDOWS	11217	Install glass in library	07/12/2019	1,160.00	1,160.00	07/23/2019
Total NEVIN'S GLASS & WINDOWS:					1,160.00	1,160.00	
<b>NEWMAN SIGNS INC.</b>							
64	NEWMAN SIGNS INC.	TRFINVO1290	SPECIAL TRAFFIC BANNERS	07/05/2019	331.17	331.17	07/23/2019
Total NEWMAN SIGNS INC.:					331.17	331.17	
<b>NORTH CENTRAL LABORATORIES</b>							
33	NORTH CENTRAL LABORATORI	423081	CREDIT ON ACCOUNT	05/10/2019	32.00-	32.00-	07/30/2019
33	NORTH CENTRAL LABORATORI	425324	Chemicals	06/28/2019	802.50	802.50	07/30/2019
Total NORTH CENTRAL LABORATORIES:					770.50	770.50	
<b>NORTHWEST PIPE FITTINGS, INC</b>							
423	NORTHWEST PIPE FITTINGS, I	5163794	Stock supplies	07/02/2019	16,937.72	16,937.72	07/23/2019
423	NORTHWEST PIPE FITTINGS, I	5163932	PUMPER NOZZLE	07/18/2019	2,000.00	2,000.00	07/30/2019
Total NORTHWEST PIPE FITTINGS, INC:					18,937.72	18,937.72	
<b>NORTHWEST SCIENTIFIC, INC.</b>							
10000	NORTHWEST SCIENTIFIC, INC.	5122772	HEAT RESISTANT GLASS CONT	07/11/2019	119.23	119.23	07/30/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total NORTHWEST SCIENTIFIC, INC.:					119.23	119.23	
<b>NORTHWESTERN ENERGY</b>							
151	NORTHWESTERN ENERGY	0107897-1; 7/1	228 W. Callender St.	07/10/2019	839.64	839.64	07/23/2019
151	NORTHWESTERN ENERGY	0709793-4	City Shop Building 50% 406 Benn	01/15/2019	308.32	308.32	07/30/2019
151	NORTHWESTERN ENERGY	0709794-2	WRF 316 Bennett	01/09/2019	198.95	198.95	07/30/2019
151	NORTHWESTERN ENERGY	0709796-7	97 View Vista Drive	01/15/2019	7.00	7.00	07/30/2019
151	NORTHWESTERN ENERGY	0709869-2	Carol Lane	01/15/2019	127.92	127.92	07/30/2019
151	NORTHWESTERN ENERGY	0709870-0	G Street Park - 422 S G	01/15/2019	72.15	72.15	07/30/2019
151	NORTHWESTERN ENERGY	0709871-8	Star Addition - Lights	01/15/2019	320.64	320.64	07/30/2019
151	NORTHWESTERN ENERGY	0709873-4	800 W Cambridge - Pump Station	01/15/2019	43.52	43.52	07/30/2019
151	NORTHWESTERN ENERGY	0709874-2	Werner Addition Pump	01/09/2018	325.95	325.95	07/30/2019
151	NORTHWESTERN ENERGY	0709875-9	900 River Drive Pump	01/09/2019	2,868.96	2,868.96	07/30/2019
151	NORTHWESTERN ENERGY	0709876-7	132 South B Street - B St Well	01/10/2019	1,485.88	1,485.88	07/30/2019
151	NORTHWESTERN ENERGY	0709878-3	227 River Drive - Concessions & li	01/10/2019	77.73	77.73	07/30/2019
151	NORTHWESTERN ENERGY	0709879-1	227 River Drive - Softball Field	01/10/2019	513.54	513.54	07/30/2019
151	NORTHWESTERN ENERGY	0709886-6	200 E Reservoir	01/15/2019	24.59	24.59	07/30/2019
151	NORTHWESTERN ENERGY	0709891-6	Cemetery Road Shop - 15 Fleshm	01/15/2019	20.82	20.82	07/30/2019
151	NORTHWESTERN ENERGY	0709892-4	40 Water Tower Avenue	01/15/2019	48.93	48.93	07/30/2019
151	NORTHWESTERN ENERGY	0709894-0	56 Water Tower	01/08/2019	367.85	367.85	07/30/2019
151	NORTHWESTERN ENERGY	0709914-6	1011 River Dr - Edge Water Sewe	01/09/2019	14.59	14.59	07/30/2019
151	NORTHWESTERN ENERGY	0719058-0	3 Rogers Lane Lift Station	01/09/2019	84.78	84.78	07/30/2019
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	564.42	564.42	07/30/2019
151	NORTHWESTERN ENERGY	0720176-7	Weimer Park	01/15/2019	53.13	53.13	07/30/2019
151	NORTHWESTERN ENERGY	1134866-1	N 2nd & Montana & Chinook	01/15/2019	43.80	43.80	07/30/2019
151	NORTHWESTERN ENERGY	1134879-4	N 7th & Montana & Chinook	01/15/2019	17.62	17.62	07/30/2019
151	NORTHWESTERN ENERGY	1155965-5	229 River Drive	01/15/2019	9.53	9.53	07/30/2019
151	NORTHWESTERN ENERGY	1290352-2	School Flasher Park & 13th	01/15/2019	8.63	8.63	07/30/2019
151	NORTHWESTERN ENERGY	1441030-2	D & Geyser Well House	01/10/2019	1,383.42	1,383.42	07/30/2019
151	NORTHWESTERN ENERGY	1452951-5	Starlow on Monroe	01/09/2019	175.73	175.73	07/30/2019
151	NORTHWESTERN ENERGY	1493850-0	412 W Callender	01/15/2019	53.35	53.35	07/30/2019
151	NORTHWESTERN ENERGY	1498936-2	I90 & 89S-ing	01/15/2019	6.10	6.10	07/30/2019
151	NORTHWESTERN ENERGY	1594141-2	9th & 10th Lift Station	01/09/2019	27.14	27.14	07/30/2019
151	NORTHWESTERN ENERGY	1613803-4	M & N on Callender	01/15/2019	50.61	50.61	07/30/2019
151	NORTHWESTERN ENERGY	1728687-3	Transfer Station 408 Bennett Stre	01/08/2019	499.82	499.82	07/30/2019
151	NORTHWESTERN ENERGY	1747570-8	D & E on Callender	01/15/2019	38.69	38.69	07/30/2019
151	NORTHWESTERN ENERGY	1747572-4	F & G on Callender	01/15/2019	22.10	22.10	07/30/2019
151	NORTHWESTERN ENERGY	1893530-4	600 W Park	01/15/2019	53.90	53.90	07/30/2019
151	NORTHWESTERN ENERGY	1893536-1	E Street & Alley	01/15/2019	39.58	39.58	07/30/2019
151	NORTHWESTERN ENERGY	1893541-1	18 W Park	01/15/2019	82.27	82.27	07/30/2019
151	NORTHWESTERN ENERGY	1906055-7	815 North 13th - Soccer Fields	01/16/2019	2.05	2.05	07/30/2019
151	NORTHWESTERN ENERGY	2023479-5	900 W Geyser Street School Light	01/15/2019	6.47	6.47	07/30/2019
151	NORTHWESTERN ENERGY	2023484-5	1100 W Geyser Street School Lig	01/15/2019	6.35	6.35	07/30/2019
151	NORTHWESTERN ENERGY	2114861-4	132 South B Street Lights	01/15/2019	110.67	110.67	07/30/2019
151	NORTHWESTERN ENERGY	2138754-3	G Street Park - Mike Webb Park	01/15/2019	391.26	391.26	07/30/2019
151	NORTHWESTERN ENERGY	2171060-3	Scale House 408 Bennett Street	01/15/2019	24.61	24.61	07/30/2019
151	NORTHWESTERN ENERGY	3015965-1	330 Bennett - Fire Training Center	01/15/2019	37.04	37.04	07/30/2019
151	NORTHWESTERN ENERGY	3093003-6	114 West Summit	01/15/2019	23.36	23.36	07/30/2019
151	NORTHWESTERN ENERGY	3093023-4	320 North Main	01/15/2019	10.56	10.56	07/30/2019
151	NORTHWESTERN ENERGY	3093027-5	105 West Park	01/15/2019	40.46	40.46	07/30/2019
151	NORTHWESTERN ENERGY	3120133-8; 6/1	110 S B STREET	07/10/2019	134.58	134.58	07/23/2019
151	NORTHWESTERN ENERGY	3120134-6; 6/1	112 S. B STREET	07/10/2019	78.46	78.46	07/23/2019
151	NORTHWESTERN ENERGY	3141997-1	C & D on Lewis	01/15/2019	18.45	18.45	07/30/2019
151	NORTHWESTERN ENERGY	3184602-5	202 South 2nd	01/15/2019	20.55	20.55	07/30/2019
151	NORTHWESTERN ENERGY	3210240-2	616 River Drive	01/15/2019	6.35	6.35	07/30/2019
151	NORTHWESTERN ENERGY	3258086-2	2800 East Park Lift Station	01/15/2019	90.76	90.76	07/30/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	3258262-9	320 Alpenglow Lift Station	01/08/2019	208.07	208.07	07/30/2019
151	NORTHWESTERN ENERGY	3267010-1	330 Bennett - Compactor	01/08/2019	94.18	94.18	07/30/2019
151	NORTHWESTERN ENERGY	3286284-9; 7/1	101 Star Rd.	07/08/2019	23.84	23.84	07/16/2019
151	NORTHWESTERN ENERGY	3287727-6	320 Alpenglow LN-	01/15/2019	44.06	44.06	07/30/2019
151	NORTHWESTERN ENERGY	3386783-9	Btwn G and H on Clark	01/15/2019	44.16	44.16	07/30/2019
151	NORTHWESTERN ENERGY	3386845-6	Btwn I and K on Callender	01/15/2019	32.64	32.64	07/30/2019
151	NORTHWESTERN ENERGY	3386846-4	Btwn 7th and 8th on Summit	01/15/2019	20.78	20.78	07/30/2019
151	NORTHWESTERN ENERGY	3566038-0	114 East Callender	01/15/2019	14.59	14.59	07/30/2019
151	NORTHWESTERN ENERGY	3566039-8	115 East Lewis	01/15/2019	12.18	12.18	07/30/2019
151	NORTHWESTERN ENERGY	3585235-9	New WRF 316 Bennett	01/09/2019	13,576.84	13,576.84	07/30/2019
Total NORTHWESTERN ENERGY:					25,954.92	25,954.92	
<b>OPPORTUNITY BANK OF MONTANA</b>							
3519	OPPORTUNITY BANK OF MONT	2019_08	Office Rent	07/31/2019	1,775.00	1,775.00	07/31/2019
Total OPPORTUNITY BANK OF MONTANA:					1,775.00	1,775.00	
<b>OVERDRIVE</b>							
3531	OVERDRIVE	CD0152619119	19-20 downloadable content	06/24/2019	3,191.74	3,191.74	07/23/2019
Total OVERDRIVE:					3,191.74	3,191.74	
<b>PARK COUNTY</b>							
272	PARK COUNTY	1112	Server Migration 50%	06/30/2019	14,476.87	14,476.87	07/23/2019
272	PARK COUNTY	1114	JUNE GTAC SERVICE - COL	07/24/2019	8,266.80	8,266.80	07/30/2019
272	PARK COUNTY	2019_06	4TH QTR BLDG MAINT	06/30/2019	27,051.26	27,051.26	07/30/2019
Total PARK COUNTY:					49,794.93	49,794.93	
<b>PARK COUNTY TREAS/HB 176</b>							
1702	PARK COUNTY TREAS/HB 176	COLLECTION	June 2098 Collection	07/19/2019	398.00	398.00	07/23/2019
1702	PARK COUNTY TREAS/HB 176	MARCH COLL	March 2019 Collections	04/22/2019	220.00	220.00	07/23/2019
Total PARK COUNTY TREAS/HB 176:					618.00	618.00	
<b>PARK COUNTY TREASURER/M.L.E.A.</b>							
2156	PARK COUNTY TREASURER/M.	COLLECTION	June 2019 Collection	07/19/2019	500.00	500.00	07/23/2019
2156	PARK COUNTY TREASURER/M.	MARCH COLL	March 2019 Collections	04/22/2019	300.75	300.75	07/23/2019
Total PARK COUNTY TREASURER/M.L.E.A.:					800.75	800.75	
<b>PARK COUNTY VICTIM WITNESS</b>							
1544	PARK COUNTY VICTIM WITNES	COLLECTION	June 2019 Collections	07/19/2019	1,194.50	1,194.50	07/23/2019
1544	PARK COUNTY VICTIM WITNES	MARCH COLL	March 2019 Collections	04/22/2019	677.55	677.55	07/23/2019
Total PARK COUNTY VICTIM WITNESS:					1,872.05	1,872.05	
<b>PHILIPS HEALTHCARE INC.</b>							
2978	PHILIPS HEALTHCARE INC.	939170776	PT Supplies	06/28/2019	600.32	600.32	07/16/2019
Total PHILIPS HEALTHCARE INC.:					600.32	600.32	
<b>POLYDYNE INC.</b>							
3144	POLYDYNE INC.	1367194	Clarifloc	07/04/2019	2,951.82	2,951.82	07/30/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total POLYDYNE INC.:					2,951.82	2,951.82	
<b>RECORDED BOOKS,LLC</b>							
391	RECORDED BOOKS,LLC	76241227	1 Audiobook	06/17/2019	82.20	82.20	07/23/2019
391	RECORDED BOOKS,LLC	76447064	1 Audiobook	07/03/2019	99.00	99.00	07/23/2019
Total RECORDED BOOKS,LLC:					181.20	181.20	
<b>REPUBLIC SERVICES #670</b>							
10000	REPUBLIC SERVICES #670	067000015676	Livingston Site Transfer	06/30/2019	86,630.98	86,630.98	07/23/2019
Total REPUBLIC SERVICES #670:					86,630.98	86,630.98	
<b>RIVERSIDE HARDWARE LLC</b>							
3659	RIVERSIDE HARDWARE LLC	76240	PLASTIC DROP CLOTH	07/16/2019	6.58	6.58	07/23/2019
Total RIVERSIDE HARDWARE LLC:					6.58	6.58	
<b>SAFETRAC</b>							
3143	SAFETRAC	27130	CDL Services	07/01/2019	240.35	240.35	07/23/2019
Total SAFETRAC:					240.35	240.35	
<b>SHI INTERNATIONAL CORP.</b>							
2907	SHI INTERNATIONAL CORP.	B10188445	Library Laptop	06/27/2019	125.75	125.75	07/23/2019
2907	SHI INTERNATIONAL CORP.	B10244329	City Finance	07/10/2019	503.00	503.00	07/23/2019
Total SHI INTERNATIONAL CORP.:					628.75	628.75	
<b>SPECIAL LUBE</b>							
1814	SPECIAL LUBE	72	IN60770 49-5005B	07/15/2019	148.00	148.00	07/23/2019
Total SPECIAL LUBE:					148.00	148.00	
<b>STORY DISTRIBUTING</b>							
3353	STORY DISTRIBUTING	030984	Diesel 541g	06/18/2019	1,178.84	1,178.84	07/16/2019
3353	STORY DISTRIBUTING	031792	Diesel 250g	06/25/2019	557.25	557.25	07/16/2019
3353	STORY DISTRIBUTING	032710	Diesel 400g	07/02/2019	903.60	903.60	07/16/2019
3353	STORY DISTRIBUTING	033039	Diesel 610g	07/09/2019	1,408.49	1,408.49	07/23/2019
Total STORY DISTRIBUTING:					4,048.18	4,048.18	
<b>T &amp; E THE CAT RENTAL STORE</b>							
533	T & E THE CAT RENTAL STORE	42CS0439556	Cap fuel	06/04/2019	35.53	35.53	07/30/2019
Total T & E THE CAT RENTAL STORE:					35.53	35.53	
<b>TEAR IT UP L.L.C.</b>							
2999	TEAR IT UP L.L.C.	40996	106# Finance Office	07/17/2019	43.32	43.32	07/23/2019
Total TEAR IT UP L.L.C.:					43.32	43.32	
<b>THOMSON REUTERS - WEST</b>							
2823	THOMSON REUTERS - WEST	840552998	Information Charge	07/01/2019	298.59	298.59	07/23/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total THOMSON REUTERS - WEST:					298.59	298.59	
<b>TOWN &amp; COUNTRY FOODS - LIVINGSTON</b>							
2595	TOWN & COUNTRY FOODS - LI	4068236002-0	Scale House Supplies	07/11/2019	35.07	35.07	07/23/2019
2595	TOWN & COUNTRY FOODS - LI	4068236002-0	Cleaning Supply	07/12/2019	12.42	12.42	07/23/2019
2595	TOWN & COUNTRY FOODS - LI	8236002-07/17	Class Supplies	07/17/2019	26.73	26.73	07/30/2019
2595	TOWN & COUNTRY FOODS - LI	8236002-07/21	Class Supplies	07/21/2019	5.53	5.53	07/30/2019
Total TOWN & COUNTRY FOODS - LIVINGSTON:					79.75	79.75	
<b>US BANK St. Paul</b>							
845	US BANK St. Paul	2265-01; 08/19	REPLACE WATER MAINS-2265-	08/15/2019	7,902.60	7,902.60	07/23/2019
845	US BANK St. Paul	2425-01; 08/19	STREET REPAIR PROJECT-242	08/15/2019	23,080.27	23,080.27	07/23/2019
845	US BANK St. Paul	2676-01; 08/19	PURCHASE PROPERTY FOR ST	08/15/2019	16,161.62	16,161.62	07/23/2019
845	US BANK St. Paul	2760-01; 08/19	REMODEL POLICE/DISPATCH A	08/15/2019	4,525.34	4,525.34	07/23/2019
845	US BANK St. Paul	2840-01 STRE	SRF-2840-01	02/15/2019	662.31	662.31	07/30/2019
845	US BANK St. Paul	2840-01; 8/19	PURCHASE NEW STREET SWE	08/15/2019	24,772.39	24,772.39	07/23/2019
Total US BANK St. Paul:					77,104.53	77,104.53	
<b>UTILITIES UNDERGROUND LOCATION</b>							
3472	UTILITIES UNDERGROUND LO	201161	LIV01	07/15/2019	97.10	97.10	07/23/2019
3472	UTILITIES UNDERGROUND LO	9065085	Excavation Notifications	06/30/2019	205.67	205.67	07/16/2019
Total UTILITIES UNDERGROUND LOCATION:					302.77	302.77	
<b>VERIZON WIRELESS</b>							
879	VERIZON WIRELESS	9833678117	9833678117	07/08/2019	1,201.26	1,201.26	07/23/2019
Total VERIZON WIRELESS:					1,201.26	1,201.26	
<b>VORTEX USA INC.</b>							
3630	VORTEX USA INC.	40549	Splash Park	06/25/2019	648.00	648.00	07/23/2019
Total VORTEX USA INC.:					648.00	648.00	
<b>W.S. DARLEY &amp; COMPANY</b>							
10000	W.S. DARLEY & COMPANY	17366020	Valve, 2.5" Gate	07/02/2019	864.81	864.81	07/16/2019
Total W.S. DARLEY & COMPANY:					864.81	864.81	
<b>WASTEQUIP, LLC.</b>							
10000	WASTEQUIP, LLC.	65606141	Garbage Cans	06/19/2019	23,643.10	23,643.10	07/23/2019
Total WASTEQUIP, LLC.:					23,643.10	23,643.10	
<b>WESTERN MUNICIPAL CONSTRUCTION, INC.</b>							
10000	WESTERN MUNICIPAL CONSTR	3	Construction Pay App. #2	07/11/2019	261,149.94	261,149.94	07/23/2019
Total WESTERN MUNICIPAL CONSTRUCTION, INC.:					261,149.94	261,149.94	
<b>WHISTLER TOWING, LLC</b>							
3237	WHISTLER TOWING, LLC	10393	LPD Tow	07/05/2019	210.00	210.00	07/16/2019
3237	WHISTLER TOWING, LLC	3770	BATTERY- MEDIC 2	07/18/2019	530.25	530.25	07/30/2019
3237	WHISTLER TOWING, LLC	9350	LPD Tow	07/09/2019	125.00	125.00	07/16/2019
3237	WHISTLER TOWING, LLC	9728	LPD Tow	07/18/2019	352.50	352.50	07/30/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total WHISTLER TOWING, LLC:					1,217.75	1,217.75	
<b>WILCOXSON'S</b>							
47	WILCOXSON'S	8843	Ice Cream - Pool	06/10/2019	94.00	94.00	07/30/2019
47	WILCOXSON'S	9648	Ice Cream - Pool	07/20/2019	92.00	92.00	07/30/2019
Total WILCOXSON'S:					186.00	186.00	
Grand Totals:					1,026,355.56	1,026,355.5	

Dated: \_\_\_\_\_

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

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

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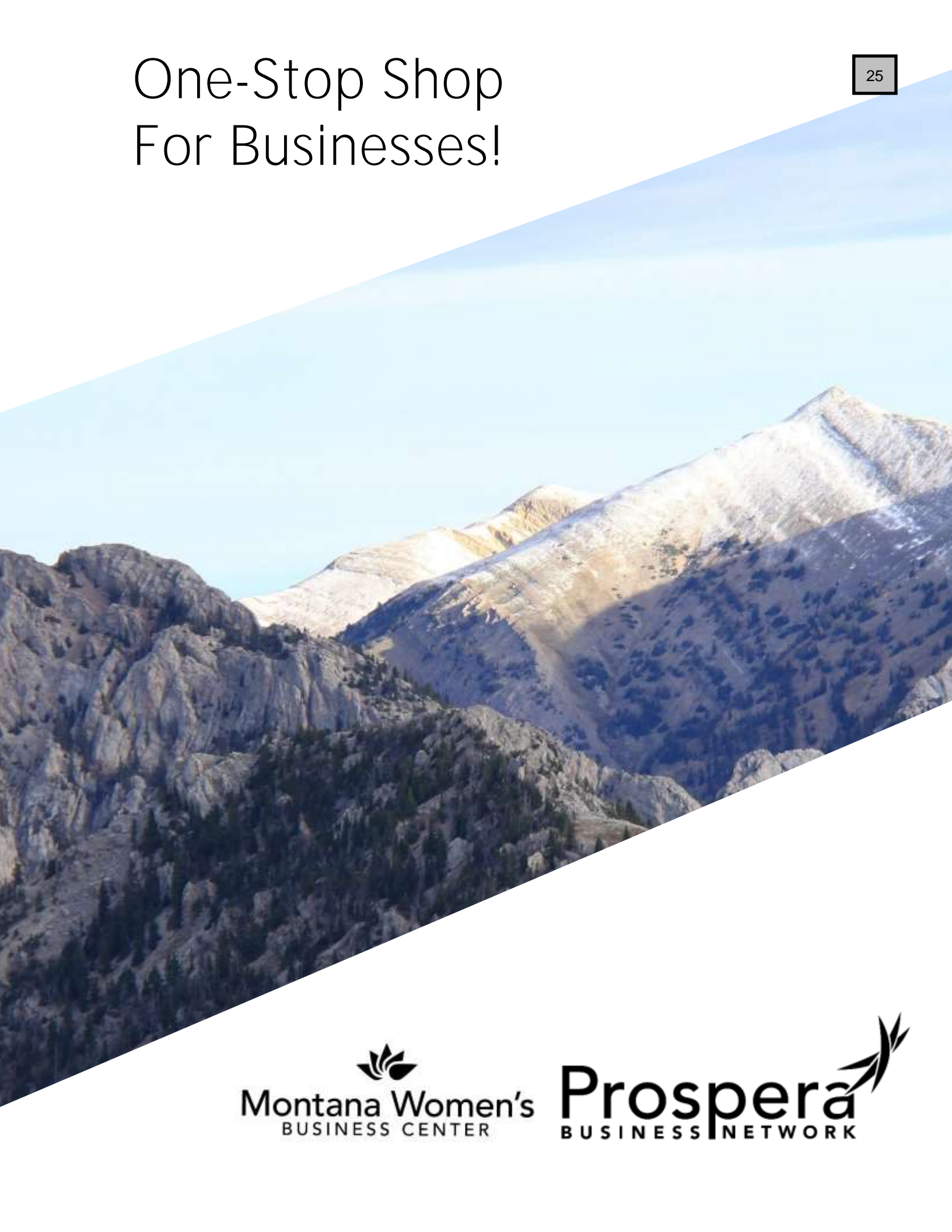
City Recorder: \_\_\_\_\_

**Item Attachment Documents:**

- A. Paul Reichert, Executive Director of Prospera Business Network, with economic development update to Livingston City Commission.**



# One-Stop Shop For Businesses!



  
Montana Women's  
BUSINESS CENTER

  
**Prospera**  
BUSINESS NETWORK



I HAVE AN Existing Business



I HAVE A Business Idea



No-Cost Business Counseling



Finance Up  
Create Your Personal Budget and Build Wealth



Power Up Class  
Create Your Business, Financial and Marketing Plans



No-Cost Business Counseling



Get Connected!  
Join Membership



Get Connected!  
Join Membership



Link-Up Business Accelerator



Finance Up  
Create Your Personal Budget and Build Wealth



Attend Trainings and Events



Attend Trainings and Events



SUCCESS!

## **WHAT WE DO**

### **NO-COST BUSINESS COUNSELING**

- Before start-up business clients receive one-on-one counseling, we ask that they go through Power Up: Create your Business, Financial, and Marketing Plans class first. The class is offered monthly for and scholarships for up to 50% of the class costs will be available for those who qualify.
- Once people have taken the class, have a business plan, and financial projections and/or are already in business, people can register for one-on-one no cost business counseling through the Montana Women's Business Center. Call 406-587-3113 for details.

### **LOW-COST BUSINESS TRAININGS**

- All 2019 trainings are listed on our website event calendar.
- 800+ online + accredited courses: [www.ed2go.com/montanawbc](http://www.ed2go.com/montanawbc)

### **BUSINESS TOURS**

- We feature Prospera members at monthly tours that typically have 40-80 people in attendance.

### **MENTORING**

- Prospera facilitates mentorship in-house through matchmaking and Leadership Mentoring Series events
- Check out [Power House Montana](#) for mentors.

### **SMALL BUSINESS LOANS & GAP FINANCING**

- Prospera partners with local banks to provide small business loans, which is also called gap financing up to \$500,000 or more.
- We can also help get you ready for a SBA 504 Loan where you only need 10% of owner equity.
- Lower equity and collateral requirements, can fund working capital.
- For those interested in getting a loan, we recommend getting your business plan and financial projections in order prior.
- Please contact Prospera for the list of items needed for the application.

### **ECONOMIC PROFILE WITH GALLATIN & PARK COUNTY METRICS**

- Download your free copy at [prosperamt.org](http://prosperamt.org)

## **ACCREDITATIONS TO CONSIDER**

### **SMALL BUSINESS ENTERPRISE (SBE) PROGRAM + DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

- Offered through the Montana Department of Transportation.
- Reimbursement funding available for eligible highway related businesses (up to \$2,500/year) for training costs, licensing fees, bonding, etc.
- Certified companies are listed in online directory and have access to receive quotes through online quote request system.
  - DBE Only: Must be at least 51% owned and operated by women and/or minorities
  - Owner must have a personal net worth under \$1.32 million.
  - Contact: [MDTDBEProgram@mt.gov](mailto:MDTDBEProgram@mt.gov) | 406-444-6337

### **WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL (WBENC) CERTIFICATION**

#### **Certify through WBEC-Pacific if you are in MT, ID, AK, OR, WA, and Northern CA.**

- WBENC certification is the most recognized certification in the U.S., and is accessible to all qualified women business owners in the U.S.
- WBENC Certification validates that the business is 51% owned, controlled, operated, and managed by a woman or women. Find out if you are eligible, visit [astrawba.org/wbencwosb-certification/](http://astrawba.org/wbencwosb-certification/)

- Certified companies have access to a current list of supplier diversity and procurement executives at hundreds of major U.S. corporations and government entities.
- Certified companies have access to mentoring, education, capacity development, regional and national recognitions, rights to use the WBENC certified WBE seal on marketing materials, rights to use the Women Owned Logo on retail product packaging, and access to community of support among WBENC certified WBEs.
- WBENC is also a Third Party Certifier for Women Owned Small Business (WOSB) certification as part of the SBA's WOSB Federal Contracting Program. Renew annually, cost based on sales.
- Contact: WBEC Pacific, [www.wbec-pacific.org](http://www.wbec-pacific.org) | 425.330.8140 | [info@wbec-pacific.org](mailto:info@wbec-pacific.org)

### **WOMEN OWNED SMALL BUSINESS (WOSB) CERTIFICATION**

- This is an important certification if you want to do business with the government or big businesses.
- Visit: [certify.sba.gov](http://certify.sba.gov) is your portal to apply.
- Upload supporting documents including financials, organizational documents.
- This is a self-certification program that is free.
- Renew annually.
- Contact: Phillip Luebke, 406.994.7748, [phillip.luebke@montana.edu](mailto:phillip.luebke@montana.edu), [www.montanaptac.org](http://www.montanaptac.org)

### **PROGRAMS TO HELP SAVE YOUR BUSINESS MONEY**

#### **START AN APPRENTICESHIP PROGRAM**

- Montana Department of Labor & Industry runs the Montana Registered Apprenticeship program which exists to support employers driving workforce strategy and solutions.
- Apprenticeship can be adapted and customized for many businesses/sectors: advanced manufacturing, skilled trades, healthcare, energy, IT, finance and agriculture.
- Apprenticeship Field Representatives exist throughout the state and are working directly with employers to develop programs to meet their workforce needs.
- Contact: 406.444.4100 | <http://apprenticeship.mt.gov>

#### **WORK OPPORTUNITY TAX CREDIT (WOTC) AND FEDERAL BONDING**

- The Work Opportunity Tax Credit (WOTC) is a federal tax credit available to employers who hire individuals from eligible target groups (veterans, low credit, SNAP recipients, people with felony's, disabilities, etc.), with significant barriers to employment. Each year, employers claim over \$1 billion in tax credits under the WOTC program.
- Hiring under this program may reduce your federal income tax liability by as much as \$9,600 per employee hired.
- Contact: Bozeman Job Service 406.582.9200, [naxtell@mt.gov](mailto:naxtell@mt.gov)

#### **BOZEMAN ENERGY PROJECT**

- <https://www.bozeman.net/government/sustainability/bozeman-energy-project>
- \$500-\$2,500 one-time cash incentive per business.
- Used for equipment, energy conservation & installation.
- City funds can match up to 33% of out-of-pocket costs, after North Western Energy rebates.
- Projects must be located within Bozeman city limits.
- Contact: Heather, 406.582.2370, [hhiginbotham@bozeman.net](mailto:hhiginbotham@bozeman.net).

#### **NORTHWESTERN ENERGY**

- Tax rebates, incentives, tax credits
- [www.northwesternenergy.com/save-energy-money/business-services/business-services-montana](http://www.northwesternenergy.com/save-energy-money/business-services/business-services-montana)

## **GRANTS**

### **MONTANA WOMEN'S BUSINESS CENTER IMPACT GRANT (NEW IN 2019!)**

- Women Business Owners (51% or more in ownership) that have been in business for more than 12 months and are registered with the Secretary of State can apply.
- Apply for up to \$10,000, must be able to show that this money will take your business to the next level and be able to produce sales results that are double or more of the amount of the grant.
- Opens March 1, 2019 and closes March 29, 2019.
- Contact: Suzi Berget White, 406.587.3113, [swhite@prosperamt.org](mailto:swhite@prosperamt.org)
- Apply at <https://www.prosperamt.org/womens-business-center/impact-grant>

### **DOWNTOWN BOZEMAN URBAN RENEWAL GRANTS**

- Fiber Connectivity Grant
- Residential Incentive Program
- Streetscape Assistance Program
- Life-Safety Grant Program
- Hotel Incentive Program

Apply at <https://Downtownbozeman.Org/Grants>

- Contact: Chris Naumann, 406-586-4008, [Chris@Downtownbozeman.Org](mailto:Chris@Downtownbozeman.Org)

### **MONTANA GROWTH THROUGH AG GRANT**

- Must expand Montana's agriculture and create jobs (rural breweries, distilleries, food producers, farm to table restaurants, farmers, meat processing) using Montana grown products.
- \$1 to \$1 match (can go back to 12 months for reimbursement)
- Up to \$50,000 for grant and \$100,000 for loan to be used for equipment.
- Funds cannot be used for trucks, vehicles, tractors, trailers or marketing
- Must have a dedicated grant manager.
- Typically due November 15 of each year
- Contact: Paul Reichert, 406.587.3113, [preichert@prosperamt.org](mailto:preichert@prosperamt.org)

### **BIG SKY TRUST FUND GRANTS: JOB CREATION GRANT**

- Typical grant is \$5,000 per new employee (one time).
- Do you have time to wait? This grant can take 4-5 months to be approved before you can start to be approved or reimbursed?
- Will you be creating 8-10 jobs or more in the next 18 months?
- Will these jobs be paid at more than \$20/hr. (560/week)?
- By getting this grant, will you have more than 50% of your revenue from out of state?
- Will you have a person assigned to applying and submitting reports?
- Will you be able to match this grant, \$1 to \$1?
- Example, if you get \$50,000 to create 60 new jobs, can you show that you have spent \$50,000 to get them set up with the business? This can include desks, expansion of your building, phones, and computers.
- Can you save every receipt and keep track of all expenses?
- Grants are typically open all year with rolling deadline.
- Contact: Paul Reichert, 406.587.3113, [preichert@prosperamt.org](mailto:preichert@prosperamt.org)

### **BIG SKY TRUST FUND PLANNING GRANT**

- Apply through Prospera.
- 50/50 grant to hire a professional Architect, Engineer, marketing, or business feasibility study – to start or grow a business.
- Economic development potential and out-of-state markets are a factor.
- Designing an expansion, considering manufacturing, need a market study, want to design a proto-type "planning" grant.
- You will need to write the grant or hire a grant writer and then Prospera submits on your behalf.
- Contact: Paul Reichert, 406.587.3113, [preichert@prosperamt.org](mailto:preichert@prosperamt.org)

### **BIG SKY TRUST FUND WORKFORCE TRAINING GRANT: TRAINING FOR NEW HIRES**

- Training for new FTE employees, over 170 % of min. wage.
- Creation of jobs in Primary Sector Businesses.
- We recommend that you only do this grant if you are hiring at least than 8-10 people within 18 months or less.
- Typical grant \$2,500-\$5,000 per new employee (one time).
- You will need to write and submit the grant or hire a grant writer (we have recommendations).
- Grants are typically open all year, rolling deadline, however, funds have been used for this year and will reopen July.
- Contact: Paul Reichert, 406.587.3113, preichert@prosperamt.org

### **USDA RBDG GRANT**

- RBDG funds must be directed for projects benefitting rural areas or towns outside the urbanized periphery of any city with a population of 50, 000 or more.
- Applicants must gross less than \$1 million and have less than 50 employees.
- We recommend submitting the proposal for less than \$20,000.
- In order to get top scoring, you must be willing to provide a 1:1 cash match for what you are requesting funds for.
- Funding for training and technical assistance, such as project planning, business counseling/ training, market research, feasibility studies, professional/ technical reports, or product/ service
- improvements, acquisition or development of land, easements, or rights of way; construction, conversion, renovation, of buildings, plants, machinery, equipment, access streets and roads, parking areas, utilities.
- **Must be able to contribute to the match of the grant.**
- Due April 30.
- This grant is complicated and all funds run through Prospera not the business, so please contact Suzi Berget White, 406.587.3113, swhite@prosperamt.org

### **INCUMBENT WORKER TRAINING GRANT**

- Small business/ organization (less than 50 employees statewide) that has been in operation for at least 12 months can apply.
- Training that is regular and on-going or that is normally offered or expected by the employer or profession (e.g. new hire training or continuing education credits).
- Each full-time employee (past their probation period) qualifies for up to \$ 2, 000 each. Training will be reimbursed by the state for 80% of the cost of the training (up to a \$2,000 / year cap).
- Contact: Lindsey Mitchell, Bozeman Job Service, 406.582.9224

### **TRADE BOOTH ASSISTANCE (STEP STATE TRADE EXPANSION PROGRAM)**

- Through the Montana Department of Commerce.
- There is money for getting a booth at a wholesale international show, up to \$10,000 with 50% match.
- <http://marketmt.com/STEP>
- Contact: Angie De Young, 406.841.2783 or Canon Luerkens, [cluerkens@mt.gov](mailto:cluerkens@mt.gov) 406.841.2724

### **MONTANA TOURISM EVENT GRANT**

- MOTBD's Tourism Grant Program awards funds to projects that strengthen Montana's economy through the development and enhancement of the state's tourism industry. The Grant Program offers funding in three categories:
- Tourism Digital Development
- Tourism Infrastructure
- Tourism Event Paid Media Advertising
- Awards range from \$ 1,000–50,000.
- Contact: Carol Crockett, 406.841.2796

### **BETTER BUSINESS BUREAU ACCREDITATION**

- The Better Business Bureau has been around for more than 100 years helping businesses build trust & credibility with customers. When you become accredited by the BBB, you show that your company supports the BBB's efforts to promote truth in advertising & integrity in business. BBB Accreditation Benefits Include:
- Access to dispute handling and resolution services.
- Free Seminars
- Request-A-Quote Alerts (allows you to correspond directly with accredited businesses)
- BBB Studies and Surveys and a Dedicated Phone Line for AB inquiries
- BBB Seals to display in your window, on your car & elsewhere in your business
- Visit [bbb.org](http://bbb.org) or emailing your Montana Marketplace Manager at [Hannah.stiff@thebbb.org](mailto:Hannah.stiff@thebbb.org)

### **BOZEMAN SCORE CHAPTER**

- Free confidential business mentoring by experienced business owners
- "For the life of your business" personal support, from business entry through exit
- Specialized help from both local mentors and a national network of >10,000 volunteers
- Educational seminars, informational materials and templates
- Contact: [bozeman.score.org](http://bozeman.score.org) or Janice Hand, Chapter Chair at [janice.hand@scorevolunteer.org](mailto:janice.hand@scorevolunteer.org)

### **FOOD AND DRUG MANUFACTURING**

- HACCP planning, product labeling, food safety, equipment needs, selling foods Food and Drug Manufacturing at the MMEC, 406.868.9474

### **GOVERNMENT CONTRACTING**

- Interested in selling your products or services to the government?
- Phillip Luebke, Bozeman PTAC, 406 .994 .7748, [phillip.luebke@montana.edu](mailto:phillip.luebke@montana.edu)  
[www.montanaptac.org](http://www.montanaptac.org)

### **MADE IN MONTANA USA**

- Use of Made in Montana logo, wholesale show and tradeshow opportunities.
- Contact: 406.841.2781

### **MONTANA CORRECTIONAL SERVICES**

- Furniture making, signs, seating and upholstery, embroidery, screen printing, dog training, community service projects
- <https://cor.mt.gov/Adult/MCE>

### **MONTANA MANUFACTURING EXTENSION CENTER (MMEC)**

- Alistair Stewart, Senior Business Advisor; 406 606 0050. MMEC has a full time staff of eight across Montana, and 50+ subject matter experts
- MMEC's mission is to grow Montana's economy by helping manufacturers succeed
- MMEC provides hands-on assistance, knowledge and resources for every manufacturing business need, from the shop floor, to the executive team and board room
- MMEC's solutions accelerate and increase growth, improve profits and enhance innovation
- MMEC has a 22-year track record, independently verified, of delivering 18x ROI for clients and 6.4x for taxpayers

### **SMALL BUSINESS DEVELOPMENT CENTER (SBDC)**

- SBDC provides no-cost business counseling to form, launch and grow your business covering all functional area (sales, marketing, finance, accounting, and operations) as well as business strategy.
- SBDC can support business expense optimization for business facing cash flow shortfalls.
- SBDC supports planning for business exits with counseling on making a business transition ready and through the Business Transitions workshop offered twice yearly in conjunction with the MMEC (Montana Manufacturer's Extension Center).

- SBDC provides support on developing a financing strategy with community banks, economic development lenders and grants.
- Contact: Tom Walker, Regional Director, Gallatin, and Park Counties 406-994-5885 and [Thomas.Walker5@Montana.edu](mailto:Thomas.Walker5@Montana.edu)

## **WAYS TO SUPPORT PROSPERA' S PROGRAMS**

### **BECOME A PROSPERA MEMBER**

- When you join Prospera Business Network you are connecting with a group of business and community leaders that are creating a pathway to success for our region.
- Membership dues start at \$ 150/year with benefits including:
- Monthly networking events.
- Discounts to events/ trainings.
- Eligibility to host a business tour or teach a training.
- Professional referrals.
- Eligibility to serve on Prospera and WBC board and committees.
- At the upper member levels (Partner Level - \$1, 200+), benefits increase to include special invites to VIP events, logo recognition in all Prospera publications and tickets to signature Prospera events.
- Visit Prospera's [membership page](#) or contact [Emilie Saunders](#), Membership & Fundraising Director

### **SPONSORSHIPS & DONATIONS**

- Support entrepreneurs and economic vitality in the region while taking advantage of valuable marketing opportunities by becoming an event sponsor.

### **CONTACT INFORMATION**

ProsperaMT.org | (406) 587-3113

Paul Reichert, Executive Director | [preichert@prosperamt.org](mailto:preichert@prosperamt.org)

Suzi Berget White, MT Women's Business Center Director, [swhite@prosperamt.org](mailto:swhite@prosperamt.org)

Carolyn Murray, Finance and Accounting Manager | [cmurray@prosperamt.org](mailto:cmurray@prosperamt.org)

Emilie Saunders, Membership and Fundraising Director | [esaunders@prosperamt.org](mailto:esaunders@prosperamt.org)

Charlotte Powell, Operations Manager | [cpowell@prosperamt.org](mailto:cpowell@prosperamt.org)

Alex Evans, Loan Funds Manager | [aevens@prosperamt.org](mailto:aevens@prosperamt.org)

Chrissie Majewski, Fundraising Events Manager | [cmajewski@prosperamt.org](mailto:cmajewski@prosperamt.org)

Kris Bart, Power Up, Link Up, and Coach Approach Coordinator | [kbart@prosperamt.org](mailto:kbart@prosperamt.org)

Amanda Brown, Development Assistant | [abrown@prosperamt.org](mailto:abrown@prosperamt.org)

Mattie MacLeod, Marketing Assistant | [mmacleod@prosperamt.org](mailto:mmacleod@prosperamt.org)

Karen Lum, Power Up, Link Up, and Coach Approach Trainer | [info@montanawbc.org](mailto:info@montanawbc.org)

Lynn McHann, Finance Up Trainer | [info@montanawbc.org](mailto:info@montanawbc.org)

Tessa Witmer, Grow with Google Trainer | [GwGTrainerMT@gmail.com](mailto:GwGTrainerMT@gmail.com)





## CITY OF LIVINGSTON UPDATE

August 15, 2019

### Services Offered in Livingston and Park County

- Free one-one business counseling (phone, email, in-person)
- Professional business trainings (plus online via Ed2Go)
  - o Scholarships available
- State/Federal Business Grants
- Advanced certifications and business development tools
- Business Loans and Financing
- Economic Profile (free at [prosperaprofile.org](http://prosperaprofile.org))
- Community Development Support

### Recent Accomplishments

- Free **Grow With Google** Training in Livingston
  - o Plus free client follow-up coaching
- 40 Business clients received free business counseling
- RLF transition to local group
- April 2019 Board meeting, Livingston Food Resource Center
- 2019 Economic Profile, free distribution on website
- \$827,000; 5 business loans in Livingston/Park Co. since 2017

### 2019-2020 Activity

- New online Economic Profile, January 2020
- Renewal of the CRDC designation (city and county)
  - o Letter of Support request
- New Engagement with Food and Ag Development Center
  - o Business cluster initiative in 2020
- New Additional Business Counseling ramping in 2019
- Assistance with community development objectives
- MT Economic Development Association; Next generation tools for economic/community development

Paul Reichert, Executive Director  
Prospera Business Network  
[preichert@prosperamt.org](mailto:preichert@prosperamt.org)

**Item Attachment Documents:**

- B. ADAM STERN OF CITY PLANNING BOARD WITH POLICY RECOMMENDATION REGARDING LARGE FORMAT RETAIL.**

# Report to City Commission

Livingston Planning Board  
*Approved unanimously by Planning Board on December 12, 2018*

Re: Policy recommendations for large format retail establishments.

## **Executive Summary**

A few recent events suggest in the near future we will face increased development pressures from large retail establishments. Livingston currently lacks land-use policies regulating these developments, and we need such policies to protect Livingston.

***We recommend the city develop and adopt ordinances regulating large format retail establishments.***

***Recommended process:***

1. *City Commission accepts this report and approves Planning Board’s effort to produce LFR regulations.*
2. *Public meeting by Planning Board, to solicit feedback from community.*
3. *Planning Board incorporates public feedback into policy recommendation to City Commission.*
4. *Review and adoption by City Commission.*
5. *If approved, the City Commission would direct the administration to develop draft LFR ordinances.*
6. *Review and adoption by City Commission. This can include further review by the Planning Board, if desired.*

Acronym: LFR - “Large Format Retail”

## **General Summary**

The purpose of this document is to establish general development standards for LFR developments. These standards are intended to ensure that large retail and commercial service developments are properly located and are compatible with the surrounding area and the overall community character of Livingston.

These standards are also intended to be used as guidelines for evaluating and assessing the quality and design of proposed LFR developments. It is expected that the quality and design of the large scale retail developments, while not necessarily complying with the exact standards of this article, will meet or exceed the intent behind these standards.

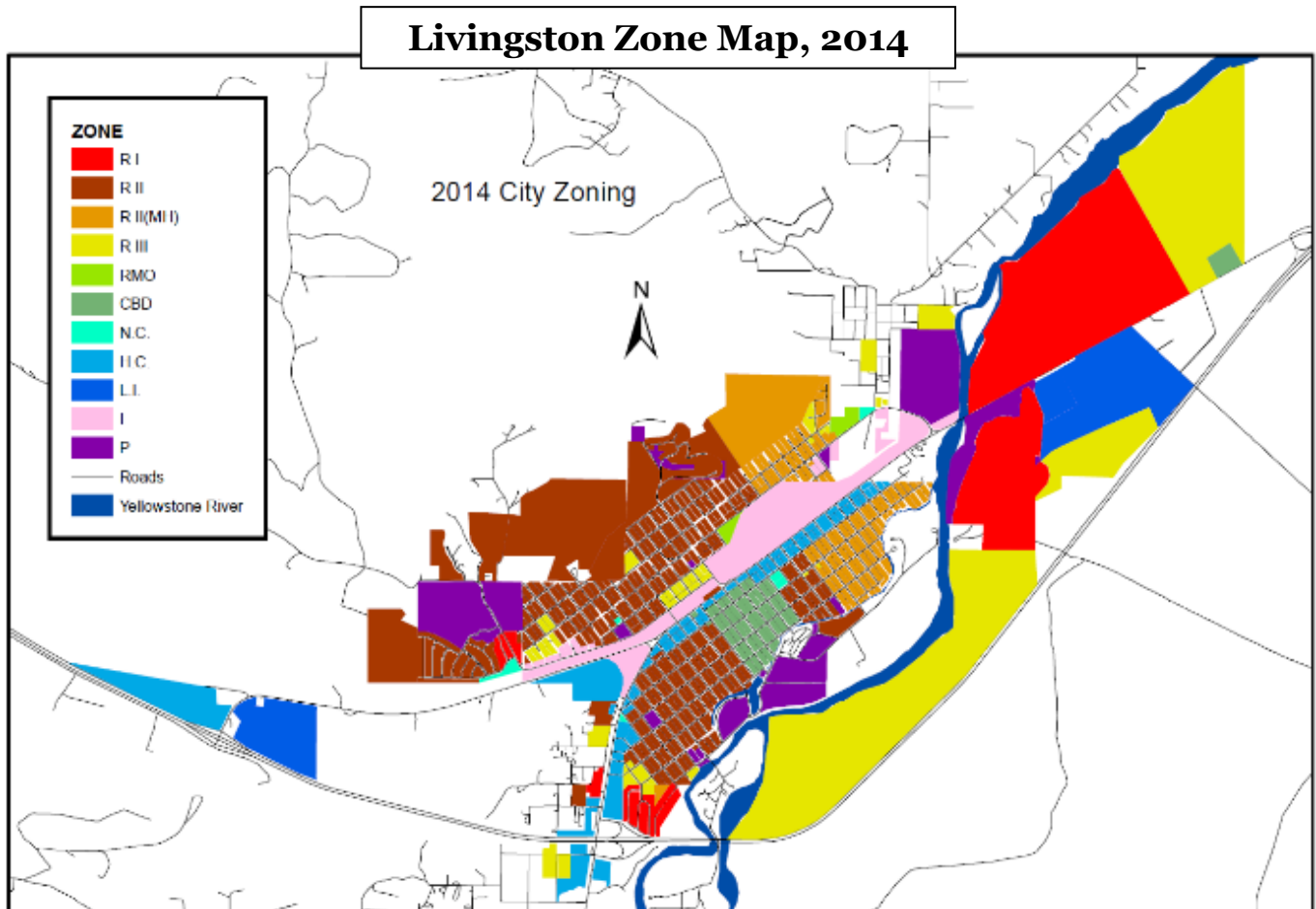
Recently, two LFR establishments (Murdoch’s and Tractor Supply) have expressed interest in developing stores in Livingston, and one has successfully

built a facility (Murdoch’s). The episode with Love’s Truck Stop in 2015 is another piece of evidence suggesting that in the future, large corporations will have a pecuniary and not necessarily compassionate interest in Livingston.

Below are specific policy recommendations for regulating LFR developments. These recommendations come from studying ordinances in municipalities across Montana and the US, as well as articles analyzing the effects of LFR on neighborhoods and local businesses. Additionally, the Planning Board held a public listening session on April 11, 2018, which was attended by 13 people. Most of the attendee’s comments reflected a desire to maintain Livingston’s unique small-town feel and protect our local economy. For more information see the list of references at the end of this document.

### **Specific policy recommendations**

#### **1. Zoning**



Land-use definition:

**Large format retail**

An area of land comprising one or more contiguous parcels or building sites engaged primarily in retail sales and/or commercial services, the area of which is subject to a coordinated plan of building placement where the cumulative area that will be engaged in retail sales and/or commercial services exceeds 20,000 square feet of gross floor area, including indoor, outdoor, display, and enclosed storage areas.

LFR development shall require a conditional use permit and become subject to the requirements of this policy.

LFR should be allowed in the following zones:

- Central Business District (CBD)
- Light Industrial (LI)
- Industrial (I)

Special zones can be created, or the current zoning table altered to allow LFR in existing zones, but this can be accomplished in the future if necessary. For now, it is best to limit LFR to the downtown where they can play a beneficial role in our local economy.

**2. Size restrictions**

- Nothing larger than 40,000 square feet footprint allowed within city limits.
- LFR Review Process initiated at 20,000 square feet.
- Outdoor sales areas are considered part of the gross floor area of the retail store.

**3. Site Plan**

- Require a site plan be submitted with the application for development permit at time of submission.

**4. Design standards**

- Building conditions (use existing guidelines as starting point)
- Signage conditions
- Night-sky friendly
- Placement of bicycle, pedestrian, and transit facilities
- Green space requirements in large parking lots

**5. Impact assessments**

- Require impact assessments, conducted by consultant of city’s choosing, paid for by developer.
  - ♦ Include the language “Applicant bears all cost of impact studies” in legislation.

- Include region-wide analysis.
- Consider a 10- to 20-year horizon.
- Require the impact assessments be submitted with the application for development permit at time of submission.
- If officials determine the store's cost outweigh its benefits, then the permit can be denied.

### **Impact assessment topics**

- Traffic (Transportation Demand Management Report)
  - ♦ Require new development to have a level-of-service of B or C.
- Environment
- Economic
  - ♦ Downtown business district
  - ♦ County
  - ♦ Regional
- Municipal services
- Tax revenue
- Employment
- Scenic and historic resources
- Town character
- Development of surrounding neighborhoods

### **6. Vacancy conditions**

- Require funds set aside to cover demolition costs in case of vacancy.
  - ♦ \$0.20 per square foot, or cost of complete demolition
  - ♦ Hold landowner responsible, if different from retailer
  - ♦ Use funds if retailer does not provide plan for removal or reuse
  - ♦ Funds can also be used to help find tenants for vacated store

### **7. Intergovernmental agreements**

- Work with county government to enact similar laws in regions adjacent to city

### **References**

*Large Scale Retail Development*, OKI's Community Choices (2007).

J. Evans-Cowley, Meeting the Big-Box Challenge, American Planning Association (2006).

B. Denzin and E.E. Hupp, *Big-Box Ordinance Tool-Kit*, Midwest Environmental Advocates (2006).

C. Beaumont and L. Tucker, *Big-Box Sprawl*, International Municipal Lawyers Association (2002).

S. Mitchell, *Protecting Locally Owned Retail*, Main Street News **204** (2004).

## **Example Policies**

### Bozeman, MT

#### Section 38.360.150, Large Scale Retail

[https://library.municode.com/mt/bozeman/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH38UNDECO\\_ART3ZODILAUS\\_DIV38.360INSUUSCR\\_S38.360.150LAALRESILIDESIDEGURE](https://library.municode.com/mt/bozeman/codes/code_of_ordinances?nodeId=PTIICOOR_CH38UNDECO_ART3ZODILAUS_DIV38.360INSUUSCR_S38.360.150LAALRESILIDESIDEGURE)

### Stoughton, WI

#### Section 78.205.11, Large Scale Retail

[https://library.municode.com/wi/stoughton/codes/code\\_of\\_ordinances?nodeId=MUCO\\_CH78ZO\\_ARTIILAUSRE\\_S78-205REAPALLAUS](https://library.municode.com/wi/stoughton/codes/code_of_ordinances?nodeId=MUCO_CH78ZO_ARTIILAUSRE_S78-205REAPALLAUS)

### Fort Collins, CO

#### *Design Standards and Guidelines for Large Retail Establishments*

<https://www.fcgov.com/planning/pdf/large-retail-doc.pdf>

#### 3.5.4 Large Retail Establishments

[https://library.municode.com/co/fort\\_collins/codes/land\\_use?nodeId=ART3GEDEST\\_DIV3.5BUST\\_3.5.4LAREES](https://library.municode.com/co/fort_collins/codes/land_use?nodeId=ART3GEDEST_DIV3.5BUST_3.5.4LAREES)

### Madison, WI

#### Chapter 33.24.4(f), Large Retail Developments

[https://library.municode.com/wi/madison/codes/code\\_of\\_ordinances?nodeId=COORMAWIVOIVCH32--45\\_CH33BOCOCO\\_33.24URDECO](https://library.municode.com/wi/madison/codes/code_of_ordinances?nodeId=COORMAWIVOIVCH32--45_CH33BOCOCO_33.24URDECO)

### Peachtree, Georgia

#### Code of Ordinances, Sec. 1006

Discusses impact of large format retail, and requirements for conditional use permits.

[https://library.municode.com/ga/peachtree\\_city/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_APXAZO\\_ARTXREDI\\_S1006GCGECODI](https://library.municode.com/ga/peachtree_city/codes/code_of_ordinances?nodeId=PTIICOOR_APXAZO_ARTXREDI_S1006GCGECODI)

### Queen Creek, AZ

Section DS.6 (page 15), *Non-residential Standards*. Provides design standards for community spaces, pedestrian access, public art, and more. Not entirely applicable to Livingston, but good examples of the potential scope for design guidelines.

<https://www.queencreek.org/home/showdocument?id=25002>

### Santa Fe, New Mexico

Section 14-8.8 Regulations for retail establishments larger than 30,000 square feet.

[https://library.municode.com/nm/santa\\_fe/codes/code\\_of\\_ordinances?nodeId=CH14LADE\\_ART14-8DEDEST\\_14-8.8SURERESTHTHGRSQFELA](https://library.municode.com/nm/santa_fe/codes/code_of_ordinances?nodeId=CH14LADE_ART14-8DEDEST_14-8.8SURERESTHTHGRSQFELA)

### Toledo, OH

Section 1109.03, Design standards for large scale retail projects.

[http://library.amlegal.com/nxt/gateway.dll/Ohio/toledo/toledomunicipalcode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:toledo\\_oh](http://library.amlegal.com/nxt/gateway.dll/Ohio/toledo/toledomunicipalcode?f=templates$fn=default.htm$3.0$vid=amlegal:toledo_oh)

**Item Attachment Documents:**

- A. ORDINANCE NO. 2081- AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE 2030 AND CHAPTER 9, ARTICLE IV SECTION 9-222 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED " PARKING, STOPPING, AND STANDING" BY ESTABLISHING A NO PARKING, TOW-AWAY ZONE ADJACENT TO WILCOXSON'S PLANT ON WEST CLARK STREET MAKING VIOLATIONS THEREOF A CIVIL OFFENSE, AND PROVIDING A PENALTY.



**ORDINANCE NO. 2081**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE 2030 AND CHAPTER 9, ARTICLE IV SECTION 9-222 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED " PARKING, STOPPING, AND STANDING" BY ESTABLISHING A NO PARKING, TOW-AWAY ZONE ADJACENT TO WILCOXSON’S PLANT ON WEST CLARK STREET MAKING VIOLATIONS THEREOF A CIVIL OFFENSE, AND PROVIDING A PENALTY.**

**Preamble.**

**WHEREAS**, the intent of this Ordinance is to provide for the welfare of the community while establishing a no parking zone tow-away zone, thus enabling local business owners greater access to their facility, establishing a penalty for violations under the provisions of the Livingston Municipal Code as civil offenses and providing for enforcement thereof.

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

**SECTION 1**

That Section 9-222 of Chapter 9 of the Livingston Municipal Code is hereby amended, with additions underlined, as follows:

**Section 9- 222. Parking prohibited in certain places generally.**

It shall be unlawful a civil offense for the operator of a vehicle to stop, stand or park such vehicle or trailer in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or traffic control sign or signal:

- A.** Within an intersection. The minimum fine civil penalty under this subsection

shall be Twenty Dollars (\$20.00).

**B.** On any crosswalk, sidewalk or boulevard. The minimum fine civil penalty under this subsection shall be Twenty Dollars (\$20.00).

**C.** Upon the approach to an intersection within ten (10) feet of the inside boundary line of the sidewalk, or if no sidewalk is in place within twenty (20) feet of the intercepting roadway, except that this provision shall not apply to alleys. The minimum fine civil penalty under this subsection shall be Twenty Dollars (\$20.00).

**D.** Within twenty (20) feet of the driveway entrance to any fire station. The minimum fine civil penalty under this subsection shall be twenty-five dollars (\$25.00)

**E.** Within ten (10) feet of a fire hydrant. The minimum fine civil penalty under this subsection shall be twenty- five dollars (\$25.00).

**F.** In front of a functional private driveway. A functional private driveway means a driveway capable of actually being used by a motor vehicle to access a garage or private parking area and not merely a curb cut. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

**G.** Alongside or opposite any street excavation or construction when such standing or parking would obstruct traffic. The minimum fine civil penalty under this subsection shall be Twenty Dollars (\$20.00).

**H.** In an alley when to so stop in such alley would obstruct traffic through such alley or obstruct access to a garage, driveway or entryway. The minimum fine civil penalty under this subsection shall be Twenty Dollars (\$20.00).

**I.** In any City owned, leased, or operated parking lot in violation of a posted no

parking sign or a no parking sign after designated hours. The minimum fine civil penalty under this subsection shall be twenty- five dollars (\$25.00).

**J.** In any parking space designated by sign that reserves the parking space for handicapped persons only. A fine of not less than one hundred dollars (\$100.00) shall be imposed upon any person violating this section.

**K.** Any designated fire zone adjoining any public school or any public building. The minimum fine civil penalty under this subsection shall be Twenty- five dollars (\$25.00).

**L.** No parking shall be allowed on either side of Park Street between 5th Street and 6th Streets. The minimum fine civil penalty under this subsection shall be Twenty Dollars (\$20.00).

**M.** No parking shall be allowed on either side of" H" Street between Butte Street and View Vista Drive. The minimum fine civil penalty under this subsection shall be Twenty Dollars (\$ 20.00).

**N.** It is unlawful for any unauthorized vehicle or equipment to park in any parking space that is properly marked or barricaded with a permit issued under Section 9-248. The minimum fine civil penalty under this subsection shall be Twenty Dollars (\$20.00) and the vehicle shall be subject to impoundment.

**O.** A No parking, tow-away zone is hereby established on the south side W. Clark Street adjacent to Wilcoxson's to the alley. It is unlawful for vehicles or equipment to park within this designated tow-away zone and shall be subject to removal therefrom at the owner's expense.

Law Enforcement is authorized to have violators towed and impounded.

Any person convicted of violating the provisions of Section 9-222, O. shall pay for all towing charges incurred by the City and pay a minimum civil penalty of Twenty-Five Dollars (\$25.00).

**WHEREAS** there are no changes to sections 9-223 through 9-254 these sections are hereby omitted.

**Effective Date:**

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

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**PASSED** by the City Commission of the City of Livingston, Montana, upon first reading at a regular session thereof held on the 6<sup>th</sup> day of August, 2019.

\_\_\_\_\_  
**DOREL HOGLUND, CHAIR**

**ATTEST:**

\_\_\_\_\_  
**FAITH KINNICK**  
**Recording Secretary**

**PUBLIC NOTICE**

The public is invited to attend and comment at a public hearing to be held on August 20, 2019, at 5:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on the second reading of **ORDINANCE NO. 2081 entitled AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE 2030 AND CHAPTER 9, ARTICLE IV OF THE LIVINGSTON MUNICIPAL CODE ENTITLED " PARKING, STOPPING, AND STANDING" BY MAKING VIOLATIONS THEREOF A CIVIL OFFENSE, PROVIDING A PENALTY FOR CIVIL OFFENSES.** A copy of the ordinance is available on the City bulletin board for inspection at the City Office, 414 East Callender Street, Livingston, MT 59047. For further information, call Faith Kinnick at (406) 823- 6002.

Faith Kinnick  
City of Livingston

Please publish August 16, 2019 and again on August 30, 2019.

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**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, 2019.

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**DOREL HOGLUND, CHAIR**

**ATTEST:**

**APPROVED TO AS FORM:**

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**FAITH KINNICK**  
Recording Secretary

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**JAY PORTEEN**  
City Attorney

### **PUBLIC NOTICE**

The public is invited to attend and comment at a public hearing to be held on September 3, 2019, at 5:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on the second reading of **ORDINANCE NO. 2081 entitled AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE 2030 AND CHAPTER 9, ARTICLE IV OF THE LIVINGSTON MUNICIPAL CODE ENTITLED " PARKING, STOPPING, AND STANDING" BY MAKING VIOLATIONS THEREOF A CIVIL OFFENSE, PROVIDING A PENALTY FOR CIVIL OFFENSES.** A copy of the ordinance is available on the City bulletin board for inspection at the City Office, 414 East Callender Street, Livingston, MT 59047. For further information, call Faith Kinnick at (406) 823- 6002.

Ordinance No. 2081- Establishing a "No Parking Tow-Away Zone" adjacent to Wilcoxson's plant on W. Clark St. making violations thereof a civil offense, providing a penalty.

Faith Kinnick  
City of Livingston

Please publish August 2, 2019 and again on August 16, 2019.

**Item Attachment Documents:**

- A. RESOLUTION NO. 4874 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO FIX THE TAX LEVY FOR FISCAL YEAR 2019-2020 AND GIVING NOTICE OF A PUBLIC HEARING THEREON.**

**RESOLUTION NO. 4874**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO FIX THE TAX LEVY FOR FISCAL YEAR 2019-2020 AND GIVING NOTICE OF A PUBLIC HEARING THEREON.**

**WHEREAS**, pursuant to 7-6-4001 et seq. Montana Code Annotated (MCA), and by Resolution No. 4862 the City Commission approved the Final Budget for the City of Livingston for Fiscal Year 2019-2020; and

**WHEREAS**, after determining the Final Budget, the City Commission is required to determine the property tax levy needed for each fund by:

- a) adding the total amount of the appropriations and authorized expenditures for the budget year;
- b) adding an additional amount as a reserve to meet expenditures made from the fund during the months of July to November of the next fiscal year;
- c) subtracting the working capital; and
- d) subtracting the total estimated revenue, other than the property tax levy, for the budget year; and

**WHEREAS**, pursuant to 7-6-4036, MCA, the City of Livingston is required to fix the tax levy by the later of the first Thursday after the first Tuesday in September or within 30 days after receipt of the certified taxable values, at levels that will balance the budget as provided for in 7-6-4034 MCA and in the manner provided by 15-10-201, MCA, i.e. shall make and fix every such levy in mills and tenths and hundredths of mills; and

**WHEREAS**, the value of the mill for Fiscal Year 2019-2020 is \$14,349.69; and

**WHEREAS**, the City Commission, pursuant to 7-6-4001 et seq. MCA, shall conduct a public hearing on the proposed tax levy for Fiscal Year 2020 on September 3, 2019, at 5:30 p.m.

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

**Section One.** That it is the intent of the City Commission of the City of Livingston, Montana to fix, levy and assess the general all-purpose mill levy and authorized additional mill levies against all taxable property, both real and personal in the City of Livingston, Montana, for the Fiscal Year beginning July 1, 2019, and ending on June 30, 2020, as follows:



<b>Fund</b>	<b>Title</b>	<b>Mill</b>
<b>Mill levies subject to limit (15-10-420, MCA):</b>		
1000	General	151.22
2190	Comprehensive Insurance	10.00
2220	Library	7.00
	<b>Total mills subject to limit:</b>	<b>168.22</b>
<b>Mill levies not subject to mill levy limit (2-18-703(3), MCA):</b>		
2372	Permissive Health Insurance	31.56
	<b>Total mills not subject to limit:</b>	<b>31.56</b>
<b>Voter approved mill levies:</b>		
3003	2000 Fire Truck GOB	1.65
3005	2016 Fire Truck GOB	2.50
5510	Ambulance	2.00
	<b>Total voter approved mills:</b>	<b>6.15</b>
	<b>Total mills:</b>	<b>205.93</b>

**Section Two.** That it is the intent that the effective date of this Resolution will be July 1, 2019.

**Section Three.** That it is the intent that the taxes fixed, levied and assessed will be collected by the County of Park, Montana, and the Finance Officer of the City of Livingston shall cause to be certified to the County Treasurer and the County Clerk and Recorder of Park County, Montana, a copy of this Resolution immediately after passage.

**Section Four.** That it is the intent that the Finance Officer will within a reasonable time forward a complete copy of the final budget together with tax levies to the Department of Commerce.

**Section Five.** That it is the intent to authorize the City Manager pursuant to 7-6-4031 Montana Code Annotated to transfer appropriations between items within the same fund.

**Section Six.** That it is the intent, pursuant to 7-6-4006 MCA, appropriations may be adjusted pursuant to procedures authorized by the City Commission for:

- a) debt service funds for obligations related to debt approved by the governing body;
- b) trust funds for obligations authorized by trust covenants;
- c) any fund for federal, state, local or private grants and shared revenue accepted and approved by the City Commission;
- d) any fund for special assessments approved by the City Commission;
- e) the proceeds from the sale of land;
- f) any fund for gifts or donations; and
- g) money borrowed during the fiscal year.

**Section Seven:** That it is the intent pursuant to 7-6-4012 MCA, to have the City Commission authorize adjustment to appropriations funded by fees throughout the budget period which are based upon the cost of providing a service and are fully funded by the related fees for services, fund reserves or non-fee revenue such as interest for:

- a) proprietary fund appropriations; or
- b) other appropriations specifically identified in the final budget resolution as fee-based appropriations.

**BE IT FURTHER RESOLVED** that the Notice attached hereto as Exhibit A be published as required by law.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 20<sup>th</sup> day of August, 2019.

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**DOREL HOGLUND – Chairperson**

**ATTEST:**

**APPROVED AS TO FORM:**

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**FAITH KINNICK**  
Recording Secretary

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**JAY PORTEEN**  
City Attorney

**NOTICE**

A public hearing will be held by the City Commission of Livingston, Montana, on September 3<sup>rd</sup>, 2019, at 5:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on **RESOLUTION NO. 4874** entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO FIX THE TAX LEVY FOR FISCAL YEAR 2019-2020 AND GIVING NOTICE OF A PUBLIC HEARING THEREON**. All interested persons are invited to attend the public hearing, to make comments or make objections to said assessments. For additional information contact the City of Livingston at 414 East Callender Street, Livingston, MT, 59047, or by phone at 823-6001.

(Publish twice at least 6 days apart and the notice needs also to be posted and copies made available to the public).

**Item Attachment Documents:**

- B. RESOLUTION NO. 4875- A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT WITH FOUR CORNERS RECYCLING, LLC. AMENDING CARD BOARD RECYCLING FEES FOR FY2019-FY2022.**

**RESOLUTION NO. 4875**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT WITH FOUR CORNERS RECYCLING, AMENDING CARD BOARD RECYCLING FEES FOR FY2019-FY2022.**

\*\*\*\*\*

**WHEREAS**, the City of Livingston previously entered into a Professional Services Agreement by Resolution No. 4848 with Four Corners Recycling of Bozeman, to provide recycling services to the City of Livingston from May 21, 2019 through June 30, 2022; and

**WHEREAS**, the original Professional Services Agreement set forth the terms and conditions for providing recycling services and which is incorporated by this reference as though fully set forth herein and attached hereto as Exhibit A; and

**WHEREAS**, due to recent changes in the cardboard recycling industry, Four Corner’s Recycling notified the City of Livingston, of the proposed pricing increase. The parties have mutually agreed to request the Commission authorize amending the Professional Services Agreement with regards to only cardboard recycling fees. Proposed addendum is attached hereto and incorporated as Exhibit B; and

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

The Proposed Addendum between the City of Livingston and Four Corners Recycling, LLC is hereby approved. The City Manager is hereby authorized to sign said addendum on behalf of the City of Livingston, Montana.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, August 20, 2019.

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**DOREL HOGLUND- Chair**

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**FAITH KINNICK**  
**Recording Secretary**

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**JAY PORTEEN**  
**City Attorney**

## GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the 21<sup>st</sup> day of May, 2019, by and between **THE CITY OF LIVINGSTON, MONTANA**, a municipal corporation and political subdivision of the state of Montana with its principal office located at 414 East Callender Street, Livingston, MT 59047 (hereinafter referred to as the "City"), and **FOUR CORNERS RECYCLING, LLC**, a Montana limited liability company with its principal place of business located at 357 Recycle Way, Bozeman, MT 59714 (hereinafter referred to as the "Contractor"; and together with the City, the "Parties").

### RECITALS:

- A. The Contractor is engaged in the business of providing recycling services, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform recycling services for the City.
- B. In the past, the City has utilized the Contractor for recycling services related to the City's solid waste disposal program.
- C. The Parties desire to continue working together and also desire to define their respective rights, duties and obligations in connection with their relationship and, as a result, the Parties desire to proceed under the terms and conditions contained in this Agreement.

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

1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
2. EXPIRATION. Unless terminated earlier pursuant to the terms of Paragraph 8 below, this Agreement shall remain in full force and effect until June 30th, 2022, on which day this Agreement shall automatically terminate.
3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Contractor agrees that all hiring will be on the basis of merit and qualifications and the Contractor will not be discriminate on the basis of

race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

4. SCOPE OF SERVICES. Contractor shall provide all of the recycling services set forth below (collectively, the “Services”).
- a. Contractor shall travel to the City’s recycling collection area to pick-up and haul all roll-off boxes and all materials therein, which materials will include steel and aluminum cans (mixed together), #1 and #2 plastics, newspaper, magazines, office paper, white goods (including but not limited to appliances), mixed metal, and cardboard (the Contractor is responsible for emptying the City’s cardboard compactor). The Contractor is solely responsible for sorting any and all materials it collects from the City.
  - b. City personnel shall notify the Contractor on a daily basis as to how close each roll-off box is to capacity. When City personnel notify the Contractor a bin is at or above 80% of its capacity, the Contractor shall remove and replace the bin within twenty-four (24) hours after such notification.
  - c. At City’s request, Contractor shall include glass as a recycled material to be collected. City may haul glass to recycler’s facility or have contractor Collect glass from City’s recycling facility.
  - d. Contractor shall travel to the City’s Transfer Station area to pick-up and haul all refrigeration units.
  - e. Contractor shall provide two - two foot by four foot signs for recycling education to be placed at City’s recycling area. Contractor shall assist in educational information about recycling to be passed along to recycling users.
  - f. If this Contract terminates, and is not renewed or continued, the Contractor will return the City’s triple bin roll off box(es), and cardboard bin(s) within 10 days in substantially the same condition in which they were received, normal wear and tear excepted.

5. PAYMENT.

- a. The City shall pay the Contractor for the Services at the following rates:
- i. Two Hundred and No/100 Dollars (\$200.00) per month for each triple roll-off box, while the Contractor will provide one (1) metal roll-off box at no charge. The Contractor acknowledges that he will not be paid for the number of triple roll off boxes owned by the City.
  - ii. Twenty-Five and No/100 Dollars (\$25.00) per month for each front-load cardboard bin plus the Contractor receives the commodity value of the cardboard. The Contractor acknowledges that he will not be paid for the number of cardboard bins owned by the City.
  - iii. One Hundred Forty and No/100 Dollars (\$140.00) per ton to bale plastics (#1-#2); provided, however, the City shall receive a credit against, or pay the difference for, the cost of baling based upon the then-current commodity value of plastic. Recycling #1 and #2 plastics only should result in a higher commodity value credited to the City.
  - iv. Eighty and No/100 Dollars (\$80.00) per ton for recycling of glass if the City recycles between one and one hundred tons of glass. Seventy Seven and 50/100 Dollars (\$77.50) per ton for recycling of glass if the City recycles between one hundred one and one hundred fifty tons of glass. Seventy five and No/100 Dollars (\$75.00) per ton for recycling of glass if the City recycles over one hundred fifty one tons of glass. Cost will be charged at Eighty and No/100 (\$80.00) and credit for reduced cost per ton will be given as volume of recycled glass meets weight thresholds.
  - v. One Hundred Eighty-Five and No/100 Dollars (\$185.00) for each roll-off box pull from July 1<sup>st</sup> 2019 to June 30<sup>th</sup> 2020. One Hundred Ninety-Five and No/100 Dollars (\$195.00) for each roll-off box pull from July 1<sup>st</sup> 2020 to June 30<sup>th</sup> 2021. Two Hundred Five and No/100 Dollars (\$205.00) for each roll-off box pull from July 1<sup>st</sup> 2021 to June 30<sup>th</sup> 2022.



- vi. Thirty and No/100 Dollars (\$30.00) per refrigeration unit without Freon removed. Must have tag indication Freon has been removed by licensed agent.
- b. In addition to any credit mentioned hereinabove, the City shall receive a credit against the Contractor's charges for all of the following, by weight:
  - i. Any and all aluminum and steel collected from the City and processed by the Contractor, which credit shall be equal to the then-current market rate for the said materials.
  - ii. Any and all newspaper, magazines and office paper collected from the City and processed by the Contractor, which credit shall be equal to the then-current market rate for the said materials.
  - iii. Any and all mixed metal collected from the City and processed by the Contractor, which credit shall be equal to the then-current market rate for the said material.
  - iv. Any and all cardboard collected from the City's compactor and processed by the Contractor, which credit shall be equal to the then-current market rate for the said material.
- c. Invoices submitted by Contractor must first be approved by the City or its designee prior to payment. All bills shall be submitted fourteen (14) days before the next regularly scheduled meeting of the City Commission to the Public Works Director at 330 Bennett Street, Livingston, Montana.
- d. In connection with obtaining payment under this Agreement, Contractor agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Contractor assumes responsibility for the late filing of a claim.
- e. In the event the Contractor seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Contractor must seek prior written authorization from the City before such expenditure is incurred.

If the Contractor fails to obtain prior written authorization, the Contractor shall not be entitled to payment for the unauthorized work, materials or services.

6. NATURE OF RELATIONSHIP.

- a. The Contractor states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Contractor shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of said project, not in the method of performance, and as such, the Contractor has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Contractor shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
- b. The Contractor agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Contractor in performance of this Agreement.
- c. The Contractor hereby states that it is either covered by worker's compensation and unemployment insurance or has obtained an exemption from the Montana Department of Labor and Industry pursuant to Mont. Code Ann. §§ 39-71-401(3) and 39-51-204(2), as is evidenced by the certificates of insurance or exemption documents attached hereto and incorporated herein as Exhibit A. Any certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage.
- d. The Contractor, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned

persons have the authority to legally bind or otherwise obligate the City to any third person or entity.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. The Contractor represents and warrants as follows:
- a. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
  - b. It is familiar with the City's solid waste disposal operation and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Services.
  - c. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, performance and furnishing the Services.
  - d. It has reviewed this Agreement and all exhibits hereto and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.
  - e. It will complete the Services in a workmanlike manner according to industry standards and practices.
  - f. It will not cause or permit any liens to be filed against City-owned property.
8. TERMINATION.
- a. If the City fails to substantially perform in accordance with the terms of this Agreement, the Contractor shall deliver to the City a written notice specifying the nature of the City's failure to substantially perform. The City shall have a period of ten (10) days after receiving the written notice from the Contractor to cure the

failure to perform. If the City fails to cure its failure to perform within the 10-day cure period, the Contractor shall provide the City with a written notice to terminate this Agreement. The Contractor may only terminate this Agreement if it is not at fault for the City's failure to perform. Failure of the City to make payment as provided in this Agreement shall be considered nonperformance and cause for termination, unless the Contractor is at fault for the City's nonpayment.

- b. The City may terminate this Agreement upon not less than ten (10) days prior written notice to Contractor. If the City terminates this Agreement for a reason other than fault of the Contractor, the Contractor shall receive compensation for the work/services performed prior to termination, together with reasonable expenses incurred up to the date of termination.
9. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Contractor shall indemnify the City, its officers, employees, agents and representatives against any and all claims, actions, costs, fees (including but not limited to attorney fees and all defense costs), losses, liabilities or damage of whatever kind or nature arising from or related to Contractor's performance of this Agreement and Contractor's work (or the work of any subcontractor or supplier to Contractor) under this Agreement. In the event a claim should be brought or an action filed against the City with respect of the subject of this Agreement, Contractor agrees that the City may, at its election, employ attorneys of its own selection to appear and defend the claim or action on behalf of the City, at the expense of the Contractor. City, at its option, shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the City.
10. INSURANCE. During the term of this Agreement, Contractor shall be responsible for maintaining insurance coverage at its sole cost and expense. The Contractor shall provide the City with certificates of insurance demonstrating such insurance coverage and the certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage. The certificates of insurance shall also name the City as an additional insured. In addition to any other insurance mentioned in this Agreement, the Contractor shall maintain a comprehensive public liability insurance policy, including automobile coverage, insuring against loss and for damages for personal injury or death and/or property loss, damage or destruction

arising out of or in connection with the performance of this Agreement by the Contractor, its officers, agents and employees with the minimum liability limit of \$750,000.00 per claim and \$1,500,000.00 for each occurrence. The certificates of insurance discussed in this Paragraph 10 are attached hereto and incorporated herein as Exhibit B.

11. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
12. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not 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.
13. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
14. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Services and supersedes all prior agreements and understandings between the Parties with respect to the Services.
15. CAPTIONS, HEADINGS, AND TITLES. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.

16. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
17. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of a third party, including contractors, subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the contractor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.
18. LIAISON. The designated liaison with the City is Shannon Holmes or Matt Whitman, both of whom can be reached at (406) 222-5667. The Contractor's liaison is David Leverett, who can be reached at 406-220-6701.
19. GOVERNING LAW. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.
20. 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

*Michael J. Huber*  
City Manager

**FOUR CORNERS RECYCLING, LLC,**  
a Montana limited liability company

*[Signature]*  
Name: *David Levent*  
Its: *UD*



### City of Livingston 2019 Proposal Addendum

Proposed term: July 2019 – June 2022

Due to historic changes in the cardboard recycling industry, we will make the following changes to pricing, effective immediately.

- Our charge for processing/bailing - \$55/ton
- Current market payout rate for OCC - \$20/ton

We are offering a 50/50 split, which means you will receive a \$10 credit per ton. This means you will be billed \$45 per ton until which time the market rebounds and the 50/50 split goes away.

Please reach out with any questions.

Regards,

Dave Leverett

**THE CITY COMMISSION OF THE CITY OF LIVINGSTON ACCEPTS THE PROPOSED ADDENDUM, AND AUTHORIZES THE CITY MANAGER TO SIGN.**

\_\_\_\_\_  
DOREL HOGLUND- CHAIR

City of Livingston

Contractor: \_\_\_\_\_

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Name:

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

\_\_\_\_\_  
Its: \_\_\_\_\_

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





**Item Attachment Documents:**

- C. RESOLUTION NO. 4876- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT, AND MASTER AGREEMENT WITH ONSITE ENERGY, INC., FOR INSTALLATION OF A SOLAR ENERGY STORAGE SYSTEM AT THE NEW WASTE WATER RECLAMATION FACILITY.**

**RESOLUTION NO. 4876**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT, AND MASTER AGREEMENT WITH ONSITE ENERGY, INC., FOR INSTALLATION OF A 40 KW SOLAR ENERGY STORAGE SYSTEM AT THE NEW WASTE WATER RECLAMATION FACILITY.**

\*\*\*\*\*

**WHEREAS**, the City is seeking to pursue cost-saving energy investments by the purchase of a 40 KW Solar Energy Storage System for the Waste Water Reclamation Facility; and

**WHEREAS**, The Contractor is engaged in the business of purchasing and installing a Solar PV (Photovoltaic) Energy Storage Systems, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform installation services for the City; and

**WHEREAS**, the General Services and Master Agreement between OnSite Energy, Inc. and the City of Livingston describes the scope of services provided is attached hereto and incorporated as Exhibit A; and

**WHEREAS**, the General Services Agreement between OnSite Energy, Inc. and the City of Livingston defines their respective rights, duties and obligations in connection with their relationship; which is attached hereto and incorporated as Exhibit B;

**WHEREAS**, the City Manager and OnSite Energy Inc. are ready and willing to proceed under the terms and conditions contained in the agreements set forth upon the Commission’s approval; and

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

The Master Agreement and General Services agreement between the City of Livingston and OnSite Energy, are hereby approved. The City Manager is hereby authorized to sign said agreements on behalf of the City of Livingston, Montana.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, Montana, August 20, 2019.

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**DOREL HOGLUND- Chair**

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**FAITH KINNICK**  
**Recording Secretary**

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**JAY PORTEEN**  
**City Attorney**



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
 RESOLUTION NO. 4876

**Requested by:** Michael J. Kardoes, City Manager

**Date of First Consideration/Status:** 20 August 2019

**Purpose of Legislation:** Authorize the City Manager to sign the General Services Agreement and Master Agreement for the installation of a Solar PV /Energy Storage System at the Water Reclamation Facility.

**Statutory Authority/Reference:** Budget Authority/Formal Contract

**Background:** The City of Livingston and NCAT Energy Coordinator solicited proposals for a Solar PV /Energy Storage System for the Water Facility. Onsite Energy provided the most cost efficient proposal for the 40 KW Ground-Mount Solar System Installation. The system will be installed where the RBC's (Rotating Biological Contactors) were previously located. The project is scheduled to start in October.

**Staff Recommendation:** Approval of the General Services Contract

**Fiscal Impact:** The City is utilizing the Northwestern Energy rebate of \$50,000 for VFD's, lighting, heat pumps and exhaust fans toward this project. The remaining balance (\$29,998) will come from the sewer operating fund. Once the system is installed, it is estimated to save approximately \$3,500/year in energy costs to the facility.

**Regulatory Impact (local):** N/A

**Attachments:**

General Services Contract

Master Agreement

Photo of proposed installation method



## NO MORE CONCRETE

By utilizing locally sourced rocks or pavers, simply dump the weight in and you're done. No more waiting on concrete trucks, renting concrete pumps, or washing out trucks/pumps onsite. No more labor hours for setting up temporary concrete molds. No more waiting 24 hours for concrete to cure. The flow and speed of your job is 100% in your control.

## PRE-ASSEMBLED RAPID SETUP

The galvanized steel wire box form is delivered to the site over 70% pre-assembled and only takes a few minutes for the box to be unfolded, and the anchor tube to be inserted for the Geoballast box to be fully assembled. Then the ballast can be put in the proper position in the row and be filled with the quarry rock.



## GEOBALLAST FOUNDATION

Our **Geoballast Foundation** was developed after years of AP Alternatives installing ballasted solar projects. The utilization of wet concrete simply had so many hidden extra steps that would constantly increase man hours on every job. After a large amount of engineering and R&D, APA was able to take the idea of a standard Gabion Basket and transform that idea into the most cost effective ballasted solution in the solar industry.

