



# Livingston City Commission Agenda

May 03, 2022

5:30 PM

Via Zoom

<https://us02web.zoom.us/j/83942865702?pwd=UFPVVG8wTDhTczd6UkFCSnk1SzZkdz09>

Meeting ID: 839 4286 5702 **Passcode: 441921** Call In: (669) 900-6833

1. Call to Order

2. Roll Call

**3. Special Action Item: DISCUSS/APPROVE/DENY: ACCEPTING THE CITY MANAGER'S NOMINATION OF JOSHUA CHABALOWSKI TO SERVE AS FIRE CHIEF. Pg. 4**

4. Public Comment

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

5. Consent Items

**A. APPROVE MINUTES FROM APRIL 5, 2022, REGULAR MEETING. Pg. 8**

**B. APPROVE APRIL 22, 2022, SPECIAL CITY COMMISSION MEETING MINUTES. Pg. 15**

**C. RATIFY CLAIMS PAID 03/16/2022-04/20/2022. Pg. 18**

6. Proclamations

**A. NATIONAL PUBLIC WORKS WEEK PROCLAMATION, MAY 15 – 21, 2022, “READY AND RESILIENT”. Pg. 39**

7. Scheduled Public Comment

**A. RON NEMETZ, CHAIR, OF THE HISTORIC PRESERVATION COMMISSION, PRESENTS THE 2021 ANNUAL REPORT. Pg. 41**

8. Public Hearings

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

9. Ordinances

10. Resolutions

**A. RESOLUTION NO. 5032: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT AMENDMENT WITH THE MONTANA DEPARTMENT OF COMMERCE FOR AN EXTENSION OF THE MONTANA MAIN STREET CONTRACT # MT-MMS-20-006. Pg. 43**

- B. RESOLUTION NO. 5033: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING CERTAIN PROPERTY ABANDONED OR SURPLUS AND DIRECTING THAT PROPERTY TO BE SOLD AT AUCTION. Pg. 56**
- C. RESOLUTION NO. 5034: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH WGM GROUP THE VIEW VISTA SEWER AND WATER EXTENSION PRELIMINARY ENGINEERING REPORT (PER), AND AUTHORIZATION TO EXECUTE THE AGREEMENT. Pg. 62**
- D. RESOLUTION NO. 5035: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT THAT GRANTS AN EASEMENT TO THE CITY THROUGH THE PROPERTY OF SCHOOL DISTRICT #4, AT THE HIGH SCHOOL, FOR THE INSTALLATION AND MAINTENANCE OF A SEWER LINE. Pg. 77**
- E. RESOLUTION NO. 5036: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH PARK COUNTY, FOR THE RELINQUISHMENT OF CONTROL OVER JOINT-OWNED PROPERTY, FOR THE DEVELOPMENT OF RECREATIONAL TRAILS ON OLD BOULDER ROAD. Pg. 86**
- F. RESOLUTION NO. 5037: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN FEDERAL AVIATION ADMINISTRATION (FAA) APPLICATION DOCUMENTS FOR FEDERAL ASSISTANCE- DESIGNATED FOR MISSION FIELD AIRPORT. Pg. 107**
- G. RESOLUTION NO. 5038: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ALLOWING THE CITY TO SEEK PROPOSALS FOR A COMBINATION OF IN-PERSON AND VIRTUAL MEETING ROOMS IN THE LIVINGSTON-PARK COUNTY PUBLIC LIBRARY. Pg. 135**

#### 11. Action Items

- A. DISCUSS/APPROVE/DENY: FINAL CITY COMMISSION ACCEPTABLE USE OF CITY-OWNED TECHNOLOGY RESOURCES POLICY AND ACKNOWLEDGEMENT. Pg. 150**
- B. DISCUSS/APPROVE/DENY: APPOINTMENT OF MEMBERS TO THE ARPA VISIONING AD-HOC COMMITTEE. Pg. 154**
- C. DISCUSS/APPROVE/DENY: LIVINGSTON CHAMBER'S REQUEST FOR FEE WAIVER FOR 2022 ANNUAL PARADE. Pg. 162**
- D. DISCUSS/APPROVE/DENY: LIVINGSTON AREA CHAMBER OF COMMERCE'S FEE WAIVER REQUEST FOR 16TH ANNUAL WHEELS CLUB CAR SHOW. Pg. 186**

#### 12. City Manager Comment

#### 13. City Commission Comments

#### 14. Adjournment

#### Calendar of Events

## Supplemental Material

### Notice

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

**File Attachments for Item:**

**A. SPECIAL ACTION ITEM: DISCUSS/APPROVE/DENY: ACCEPTING THE CITY MANAGER'S NOMINATION OF JOSHUA CHABALOWSKI TO SERVE AS FIRE CHIEF.**

## EXPERIENCE

### SWAT MEDIC

*Hillsborough County Sheriff's Office, Tampa, FL / Nov 2015 - Present*

Perform advanced life saving skills under combat situations

Advanced life support

Special Weapons And Tactics

Aerial and Marine assault

Hostage Rescue/HRT

Long Guns/Less Lethal Grenadier

Hoist Rescue

Tactical Emergency Critical Care

### ADJUNCT EMS INSTRUCTOR

*Hillsborough Community College, Tampa, FL / May 2015 - Present*

EMS EMT/Paramedic Instructor

AHA-ACLS/PALS/BLS Instructor

Didactic/Lab/Lecture

Anatomy/Physiology

Pharmacology and Cardiology

### FIRE INVESTIGATOR/CAPTAIN

*Hillsborough County Fire Rescue, Tampa, FL / Sep 2012 - Present*

- Swear out warrants, and arrest and process suspected arsonists.
- Coordinate efforts with other organizations such as law enforcement agencies.
- Test sites and materials to establish facts, such as burn patterns and flash points of materials, using test equipment.
- Subpoena and interview witnesses, property owners, and building occupants to obtain information and sworn testimony.
- Prepare and maintain reports of investigation results, and records of convicted arsonists and arson suspects.
- Testify in court cases involving fires, suspected arson, and false alarms.
- Photograph damage and evidence related to causes of fires or explosions to document investigation findings.
- Analyze evidence and other information to determine probable cause of fire or explosion.
- Package collected pieces of evidence in securely closed containers such as bags, crates, or boxes, to protect them.
- Examine fire sites and collect evidence such as glass, metal fragments, charred wood, and accelerant residue for use in determining the cause of a fire.
- Perform emergency diagnostic and treatment procedures, such as stomach suction, airway management, or heart monitoring, during ambulance ride.
- Administer drugs, orally or by injection, or perform intravenous

✉ jchaba79@gmail.com

☎ (813) 751-6911

📍 1413 Emerald Hill Way, Valrico, FL, 33594

## EDUCATION

### COLUMBIA SOUTHERN UNIVERSITY

GPA: 4.0

Orange Beach, AL

*Masters of Science Emergency*

*Management Candidate*

*(Expected graduation May 2023)*

### SAINT LEO UNIVERSITY

GPA: 3.95

Saint Leo, FL

*Bachelor of Arts (B.A.) Criminal Justice (Dec 2008)*

*Awards & Honors*

- Summa cum laude

### BALTIMORE CITY COLLEGE

GPA: 4.0

Baltimore, MD

*Completed coursework towards*

*Associate in Arts (A.A.) Criminal Justice (May 2003)*

*Awards & Honors*

- Dean's List

### GEORGE WASHINGTON UNIVERSITY

Washington, DC, DC

*Certificate Paramedic (May 1998)*

### NAUGATUCK VALLEY COMMUNITY TECHNICAL COLLEGE

Waterbury, CT

*Completed coursework towards*

*Associate in Science (A.S.) Fire Science (May 1995)*

## ADDITIONAL SKILLS

procedures under a physician's direction.

- Operate equipment, such as electrocardiograms (EKGs), external defibrillators, or bag valve mask resuscitators, in advanced life support environments.

### **POLICE OFFICER/NARCOTICS INVESTIGATOR**

*Tampa Police Department, Tampa, FL | Apr 2005 - Sep 2009*

Law enforcement, patrol activities, traffic enforcement, narcotics investigations, weapons investigations

Court testimony and depositions

- Maintain surveillance of establishments to obtain identifying information on suspects.
- Coordinate with outside agencies and serve on interagency task forces to combat specific types of crime.
- Participate or assist in raids and arrests.
- Observe and photograph narcotic purchase transactions to compile evidence and protect undercover investigators.
- Prepare and serve search and arrest warrants.

### **POLICE OFFICER/NARCOTICS INVESTIGATOR**

*Baltimore City Police Department, Baltimore, MD | Feb 2002 - Apr 2005*

- Provide testimony as a witness in court.
- Obtain evidence from suspects.
- Record progress of investigation, maintain informational files on suspects, and submit reports to commanding officer or magistrate to authorize warrants.
- Prepare and serve search and arrest warrants.
- Obtain facts or statements from complainants, witnesses, and accused persons and record interviews, using recording device.
- Participate or assist in raids and arrests.
- Coordinate with outside agencies and serve on interagency task forces to combat specific types of crime.
- Notify, or request notification of, medical examiner or district attorney representative.

### **FIRE EMS III (LIEUTENANT)**

*Arlington County Fire Department, Arlington, VA | Jul 1996 - Feb 2002*

- Respond to fire alarms and other calls for assistance, such as automobile and industrial accidents.
- Assess fires and situations and report conditions to superiors to receive instructions, using two-way radios.
- Prepare written reports that detail specifics of fire incidents.
- Perform emergency diagnostic and treatment procedures, such as stomach suction, airway management, or heart monitoring, during ambulance ride.
- Operate equipment, such as electrocardiograms (EKGs), external defibrillators, or bag valve mask resuscitators, in advanced life support environments.
- Administer drugs, orally or by injection, or perform intravenous procedures under a physician's direction.

## **REFERENCES**

Emergency fire suppression, EMT, and law enforcement equipment 6

Vehicles-engines, ambulances and ladder truck operations

Water craft/motorized vessel operations

Microsoft Word/Excel

Advanced Photography and Evidence Collection

## **CERTIFICATIONS**

NPQ and Florida Firefighter II

NPQ and Florida Fire Investigator

NPQ and Florida Fire Inspector I & II

NPQ and Florida Fire Officer II

NPQ and Florida Fire Instructor III

Florida Law Enforcement Officer

International Association of Arson Investigator (IAAI) Fire Investigation Technician-FIT

National Registry (NREMT) and Florida Paramedic

Florida EMS Instructor Level A & B

Basic Special Weapons and Tactics-SWAT

Hostage Rescue (HRT)/Advanced Weapons and Tactics/Dignitary Protection

Trilogy and NAEMT Tactical Emergency Casualty Care-TECC

HTR Heavy Rescue-Hydraulic/Pneumatic/High Angle Rope/Confined Space/Ice and Water

HAZMAT-Hazardous Materials Awareness/Operations /Technician and Inspector

American Heart Association (AHA) Instructor BLS/ACLS/PALS

Federal Emergency Management Agency (FEMA) ICS/NIMS-100,200,300,700,800

Aviation Platform-Hoist Rescue/Fast Rope

Long Gun/Less Lethal/Grenadier /Close Quarters Battle (CQB)

References available upon request

## MAJOR INCIDENT RESPONSE

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First Due at the Pentagon on 9/11  
Metropolitan Washington DC Anthrax Attacks  
Metropolitan Washington DC Beltway Sniper Attacks

Fire Apparatus Pump  
Operator/Aerial and Truck  
Operations

7

Emergency Vehicle Operator  
(EVOC)

## AWARDS

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Meritorious Unit Citation-  
Hillsborough County Fire Rescue

Officer of the Month-Tampa  
Police

Bronze Star of Valor-Baltimore  
Police

Bronze Star of Valor-Baltimore  
Police

Life Saving Medal-Baltimore  
Police

ATF-Exile Firearms Maryland  
HIDTA Award

Citizen's and Mayoral Citations-  
Baltimore Police

Life Saving Medal-Arlington Fire  
Department

Multiple Commendations

9/11 Response Medal

**File Attachments for Item:**

**A. APPROVE MINUTES FROM APRIL 5, 2022, REGULAR MEETING.**





# Livingston City Commission Minutes

April 19, 2022

5:30 PM

VIA ZOOM

<https://us02web.zoom.us/j/84005139268?pwd=M1c0SXF0cnJECFcxYzFjUUNUNIZ4UT09>

Meeting ID: 840 0513 9268 Passcode: 817826 Call-In (669) 900-6833

## 1. Call to Order

## 2. Roll Call

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

## 3. Public Comment 5:36 p.m. (00:01:10)

- Leslie Feigle made public comment
- Patricia Grabow made public comment

## 4. Consent Items 5:41 p.m. (00:10:23)

**A. APPROVE MINUTES FROM MARCH 30, 2022, SPECIAL MEETING.**

**B. APPROVE MINUTES FROM APRIL 5, 2022 REGULAR MEETING.**

**C. RATIFY CLAIMS PAID 03/04/2022-03/31/2022.**

**D. ACCEPT DECEMBER AND MARCH PLEDGED SECURITIES REPORTS FROM CITY FINANCE DIRECTOR.**

**E. ACCEPT CITY COURT FINANCIAL REPORT FROM FEBRUARY 2022.**

**F. APPROVE APPLICATION FROM JOEL BOREN TO SERVE AS ECONOLOGGE REPRESENTATIVE ON LIVINGSTON TBID.**

**G. ACCEPT LBID'S RECOMMENDATION FOR THE RE-APPOINTMENT OF BRIAN MENGES, AND TYLER ERICKSON TO THE LBID AND WELCOMING JAMES LANGTEUX TO LBID.**

- Motion by Kahle to approve A-G, second by Friedman.  
All in favor, passes 5-0.

5. Proclamations

6. Scheduled Public Comment 5:42 p.m. (00:11:24)

**A. ADMINISTRATIVE SERVICES DEPARTMENT SPRING NEWSLETTER.**

- Kardoos shared on behalf of Lisa Lowy.

7. Public Hearings 5:50 p.m. (00:20:19)

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

**A. ORDINANCE NO. 3030: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CITY ORDINANCE NO. 2041, 2049, 2055, 2098, AND 3024 AS CODIFIED BY CHAPTER 9, SECTION 242 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED TRAFFIC AND VEHICLES, BY ESTABLISHING A LOADING/UNLOADING ZONE FOR CORE CONTROL AT 116 EAST GEYSER STREET AND ESTABLISHING A PENALTY FOR VIOLATIONS THEREOF.**

- Kardoos gave presentation
  - Motion by Schwarz, second by Friedman
  - No public comments
  - No Commissioner comments
- All in favor, passes 5-0.

**B. RESOLUTION NO. 5030: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DISCONTINUING AND VACATING A PORTION OF THE NORTH 12TH STREET RIGHT-OF-WAY ADJACENT TO LOTS 1-16 OF BLOCK 22 AND LOTS 17-32 OF BLOCK 23 OF THE PALACE ADDITION. 5:55 p.m. (00:24:56)**

- Kardoos gave presentation
  - Motion by Schwarz, second by Friedman
  - Brooke Weimer made comments
  - Lyons made comments
  - Kahle made comments
  - Schwarz made comments
  - Nootz asked clarifying questions
- All in favor, passes 5-0.

8. Ordinances 6:15 p.m. (00:44:46)

**A. ORDINANCE NO. 3031: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, RESCINDING ORDINANCE 3015, AMENDING ARTICLE II OF THE LIVINGSTON MUNICIPAL CODE ENTITLED CITY COMMISSION AND CHAIR BY AMENDING SECTIONS 2-12 AS IT PERTAINS TO LOCATION OF CITY COMMISSION POSTING BOARD, AMENDING SECTION 2-16 AS IT PERTAINS TO THE PROCESS FOR SETTING AGENDA, AMENDING SECTION 2-19 BY PERTAINING TO THE PROCEDURE TO CONDUCT BUSINESS.**

- Kardoes gave presentation
  - Lyons asked clarifying questions
  - Nootz asked clarifying questions
  - Motion by Kahle, second by Lyons
  - No public comments
  - No additional commission discussion
- All in favor, passes 5-0.

**B. ORDINANCE NO. 3032: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ARTICLE II OF THE LIVINGSTON MUNICIPAL CODE ENTITLED CITY COMMISSION AND CHAIR BY AMENDING SECTIONS 2-12 AS IT PERTAINS TO THE LOCATION OF CITY COMMISSION POSTING BOARD, AMENDING 2-13 AS IT PERTAINS TO THE TIME OF MEETINGS, AND AMENDING SECTION 2-16 AS IT PERTAINS TO THE PROCESS FOR SETTING AGENDA, 2-21 AS IT PERTAINS TO PUBLIC HEARINGS, AND 2-23 AS IT PERTAINS TO ORDINANCES AND RESOLUTIONS. 6:23 p.m. (00:52:27)**

- Kardoes gave presentation
  - Schwarz made motion to approve, second by Friedman
  - Patricia Grabow made comments
  - Schwarz gave his preference of minority only 2 Commissioners required
  - Lyons concurs with Schwarz
  - Kahle concurs with Schwarz
  - Nootz concurs with Schwarz, likes improvements, calls for amendment to the motion to approve with changes.
  - Kardoes offered simple solution, Commissioners concur.
  - Lyons made motion to amend Ordinance 3032, with suggestions offered by City Manager, Second by Kahle.
  - Nootz asked for roll call on original motion.
- All in favor, passes 5-0.

9. Resolutions 6:43 p.m. (01:12:59)

**A. RESOLUTION NO. 5028: RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INTENT TO APPROVE THE TRAILS AND ACTIVE TRANSPORTATION PLAN.**

- Kardoes gave presentation
- Nootz asked quick clarifying question
- Don Kostelec, of Vitruvian Planning gave presentation and update
- Lyons asked clarifying questions
- Nootz asked clarifying questions
- Kahle asked clarifying questions
- Schwarz made comments
- Motion by Lyons second by Kahle
- Robin Barker, of Livingston Bike Club made comments
- Patricia Grabow made comments
- Connor Cavigli, Parks & Trails Committee made comments
- Tim Stevens made comments
- Mathieu Menard made comments
- Erica Lightheiser made comments
- Lyons made comments, suggests amending resolution per Kardoes & public’s recommendation to incorporate as an appendix to the Livingston Growth Policy.
- Kahle concurs with Lyons and city manager recommendation
- Schwarz concurs, would like to see it as appendix to Growth Policy
- Friedman made comments
- Nootz made comments, calls for an amendment to the original resolution.
- Lyons makes motion to amend the resolution to add the edit that it is incorporated in the Growth Policy, second by Kahle. Nootz asks Kardoes if that will suffice?
- Kardoes states yes, will add to Chapter 8 Transportation.  
All in favor, passes 5-0.  
Roll call on the original motion, all in favor, passes 5-0.

**B. RESOLUTION NO. 5029: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT WITH MOUNTAIN AIR, FOR A TERM BEGINNING MAY 1, 2022, AND ENDING JUNE 30, 2025. 7:43 p.m. (02:08:35)**

- Kardoes reminded Commission of amendment with corrected lease was provided before giving presentation.
  - Lyons pointed out missing end date in Resolution
  - Schwarz made motion, second by Friedman
  - Johnathan Hettinger made public comments
  - Schwarz made comments
  - Lyons made comments
  - Friedman made comment
  - Kahle made comments
  - Nootz made comments, would like to remind commission to look at this topic during the Strategic Planning Meetings.
- All in favor, passes 5-0.

**C. RESOLUTION NO. 5031: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, TO ANNEX BY PETITION, CERTAIN LAND OWNED BY DAVID AND MARY HAUG. 7:56 p.m. (02:21:11)**

- Kardoes gave presentation
  - Nootz asked clarifying question
  - Lyons asked clarifying question
  - Lawellin answered
  - Kahle asked clarifying questions
  - Motion by Schwarz, second by Friedman
  - No public comments
  - Nootz asked additional question
  - Schwarz made comments
  - Lyons made comments
  - Friedman made comments
  - Kahle made comments
  - Nootz asked additional clarifying Zoning questions
  - Kardoes answered
- All in favor, passes 5-0.

10. Action Items 8:23 p.m. (02:48:00)

**A. DISCUSS/APPROVE/DENY: DRAFT CITY OF LIVINGSTON COMMISSIONER ACCEPTABLE USE TECHNOLOGY POLICY.**

- Kardoes gave presentation suggested adding language about Zoom
- Kahle asked clarifying questions regarding confidentiality and email systems
- Kahle made motion to approve, second by Schwarz

- Patricia Grabow gave public comment
- Kahle made suggested edits
- Nootz called for motion to extend the meeting by Schwarz, second by Kahle all in favor passes 5-0.
- Schwarz made comments
- Friedman made comments
- Lyons made comments
- Nootz made suggested edits
- Kardoes reviewed suggested edits, commission concurred.
- Schwarz would like to see final version come back before them.
- Kahle concurred.
- Kahle made motion to replace her original motion by making motion to postpone item for consideration with Kardoes suggested edits, and bring final version back to May 3<sup>rd</sup> meeting. Second by Lyons.
- Roll call on original motion, all in favor, passes 5-0.

11. City Manager Comment 8:43 p.m. (03:08:20)

- Shared update on Annual Joe Brooks Yellowstone River Clean-up
- Will bring update on Library to the next meeting
- Shared update on Municipal Code re-write.

12. City Commission Comments 8:45 p.m.

13. Adjournment 8:46 p.m. (03:12:00)

Public in virtual attendance

- |                          |                    |
|--------------------------|--------------------|
| 1. Leslie Feigle         | 17. Jennifer Boyer |
| 2. Brooke Weimer         | 18. Davyd Rees     |
| 3. Tim Stevens           | 19. Jack Luther    |
| 4. Don Kostelc           | 20. Christina      |
| 5. Erica Lightheiser     | 21. Bike Shop      |
| 6. Mark Lightheiser      | 22. "A.K.W."       |
| 7. Jeanne Marie-Souviney | 23. "Na"           |
| 8. Johnathan Hettinger   |                    |
| 9. Robin Barker          |                    |
| 10. Mathieu Menard       |                    |
| 11. Nicole               |                    |
| 12. Vicki Petry          |                    |
| 13. Mike Petry           |                    |
| 14. Rusty Trzpuć         |                    |
| 15. Connor Cavalli       |                    |
| 16. Andy Mitchell        |                    |

**File Attachments for Item:**

**B. APPROVE APRIL 22, 2022, SPECIAL CITY COMMISSION MEETING MINUTES.**



# Livingston City Commission Special Meeting Minutes April 22, 2022

8:00 AM Via Zoom

<https://us02web.zoom.us/j/84653506611?pwd=eXdJNUNPaHU4ckhONetyKzBHOHE3dz09>

MEETING ID: 846 5350 6611 **Passcode: 799988** Call In: (669) 900-6833

\*Commissioner Lyons having technical difficulty, meeting started at 8:06 a.m.

1. Call to Order

2. Roll Call

In attendance: Chair Melissa Nootz, Vice-Chair Karrie Kahle, Commissioner Quentin Schwarz, Commissioner Torrey Lyons, Commissioner Mel Friedman excused. Staff in attendance: City Manager Michael Kardoes, City Attorney, Courtney Lawellin, Recording Secretary, Faith Kinnick.

3. Public Comment

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

- Larry Stephenson gave public comment

4. Consent Items

5. Proclamations

6. Scheduled Public Comment

7. Public Hearings

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

8. Ordinances

9. Resolutions

10. Action Items

**A. DISCUSS/APPROVE/DENY: REVIEW AND APPROVE THE ATTACHED RETENTION AGREEMENT WITH UGRIN ALEXANDER, ZADICK, P.C.**

- Nootz started discussion with Commissioners, no introduction of item.



- Nootz called for Motion
- Kahle motioned to approve, second by Nootz
- Larry Stephenson gave public comment
- Kraig Hayden gave public comment
- Jordan Crosby, of Urgan, Alexander, Zadick gave clarifying comments
- No commission deliberation
- Motion passes, 3-1, Nootz, Kahle, Lyons in favor. Schwarz opposed

11. City Manager Comment: None

12. City Commission Comments: None

13. Adjournment 8:28 a.m. (00:14:16)

**File Attachments for Item:**

**C. RATIFY CLAIMS PAID 03/16/2022-04/20/2022.**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>AAA CLEANING, LLC</b>							
3727	AAA CLEANING, LLC	2022.3.31	cleaning - park street	03/31/2022	2,000.00	2,000.00	04/06/2022
3727	AAA CLEANING, LLC	2022.3.31	cleaning bennett street	03/31/2022	500.00	500.00	04/06/2022
Total AAA CLEANING, LLC:					2,500.00	2,500.00	
<b>ADVANCED ENGINEERING &amp;</b>							
3605	ADVANCED ENGINEERING &	79472	PROFESSIONAL SERVICES	03/15/2022	2,307.59	2,307.59	03/29/2022
Total ADVANCED ENGINEERING &:					2,307.59	2,307.59	
<b>AETNA</b>							
10001	AETNA	2221404108	THIAN000	03/03/2022	160.05	160.05	04/12/2022
Total AETNA:					160.05	160.05	
<b>ALL SERVICE TIRE &amp; ALIGNMENT</b>							
22	ALL SERVICE TIRE & ALIGNME	63507	Oil Change	03/10/2022	70.00	70.00	04/12/2022
22	ALL SERVICE TIRE & ALIGNME	63517	Flat repair	03/14/2022	17.00	17.00	03/29/2022
22	ALL SERVICE TIRE & ALIGNME	63559	Oil Change	03/23/2022	102.00	102.00	04/12/2022
22	ALL SERVICE TIRE & ALIGNME	63559	Oil Change	03/23/2022	95.00	95.00	04/12/2022
22	ALL SERVICE TIRE & ALIGNME	63585	Flat repair	03/28/2022	17.00	17.00	04/12/2022
22	ALL SERVICE TIRE & ALIGNME	63594	ROTATION	03/30/2022	55.00	55.00	04/12/2022
Total ALL SERVICE TIRE & ALIGNMENT:					356.00	356.00	
<b>ALPINE ELECTRONICS RADIO SHACK</b>							
402	ALPINE ELECTRONICS RADIO	10279343	Office Supplies	04/04/2022	109.95	109.95	04/12/2022
Total ALPINE ELECTRONICS RADIO SHACK:					109.95	109.95	
<b>BALCO UNIFORM COMPANY, INC.</b>							
3371	BALCO UNIFORM COMPANY, IN	65283-1	Uniform-WALKER	03/11/2022	110.70	110.70	04/12/2022
3371	BALCO UNIFORM COMPANY, IN	65283-2	Uniform-WALKER	03/23/2022	272.90	272.90	04/12/2022
Total BALCO UNIFORM COMPANY, INC.:					383.60	383.60	
<b>BATTERIES PLUS BULBS</b>							
2472	BATTERIES PLUS BULBS	P49814752	FIRE ALARM	03/17/2022	85.00	85.00	04/12/2022
Total BATTERIES PLUS BULBS:					85.00	85.00	
<b>BOUND TREE MEDICAL, LLC</b>							
2662	BOUND TREE MEDICAL, LLC	84425054	Patient Supplies	03/01/2022	1,451.98	1,451.98	03/29/2022
2662	BOUND TREE MEDICAL, LLC	84433295	Patient Supplies	03/07/2022	77.99	77.99	03/29/2022
2662	BOUND TREE MEDICAL, LLC	8443938	Patient Supplies	03/10/2022	62.01	62.01	03/29/2022
2662	BOUND TREE MEDICAL, LLC	84447686	Patient Supplies	03/16/2022	112.37	112.37	03/29/2022
2662	BOUND TREE MEDICAL, LLC	84449631	Patient Supplies	03/17/2022	36.76	36.76	03/29/2022
2662	BOUND TREE MEDICAL, LLC	84458874	Patient Supplies	03/24/2022	505.54	505.54	04/12/2022
2662	BOUND TREE MEDICAL, LLC	84460213	Patient Supplies	03/25/2022	272.67	272.67	04/12/2022
2662	BOUND TREE MEDICAL, LLC	84468492	Patient Supplies	03/31/2022	244.07	244.07	04/12/2022
2662	BOUND TREE MEDICAL, LLC	84472014	Patient Supplies	04/04/2022	8.80	8.80	04/12/2022
2662	BOUND TREE MEDICAL, LLC	84476384	Patient Supplies	04/06/2022	397.50	397.50	04/12/2022
Total BOUND TREE MEDICAL, LLC:					3,169.69	3,169.69	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>BRUCE E. BECKER, P.C.</b>							
10000	BRUCE E. BECKER, P.C.	2021.12	Contracted service	03/17/2022	547.50	547.50	03/29/2022
Total BRUCE E. BECKER, P.C.:					547.50	547.50	
<b>CAITLIN MARQUEZ</b>							
10003	CAITLIN MARQUEZ	2022.3.17	REIMBURSE	03/17/2022	143.70	143.70	03/29/2022
Total CAITLIN MARQUEZ:					143.70	143.70	
<b>CANON FINANCIAL SERVICES, INC</b>							
1747	CANON FINANCIAL SERVICES, I	28255354	Printer Copier Lea	03/12/2022	29.31	29.31	03/29/2022
1747	CANON FINANCIAL SERVICES, I	28255355	Printer Copier Lea	03/12/2022	29.75	29.75	03/29/2022
Total CANON FINANCIAL SERVICES, INC:					59.06	59.06	
<b>CAROLINA SOFTWARE, Inc.</b>							
3326	CAROLINA SOFTWARE, Inc.	82757	Waste Works Support	04/01/2022	600.00	600.00	04/12/2022
Total CAROLINA SOFTWARE, Inc.:					600.00	600.00	
<b>CARQUEST AUTO PARTS</b>							
23	CARQUEST AUTO PARTS	1912-537401	BATTERY	03/01/2022	103.17	103.17	04/12/2022
23	CARQUEST AUTO PARTS	1912-538193	BRUSH	03/10/2022	23.91	23.91	04/12/2022
23	CARQUEST AUTO PARTS	1912-538304	LATITUDE	03/11/2022	38.84	38.84	04/12/2022
23	CARQUEST AUTO PARTS	1912-538318	LIFT SUPPORT	03/11/2022	41.74	41.74	04/12/2022
23	CARQUEST AUTO PARTS	1912-539875	BLADE	03/29/2022	49.96	49.96	04/12/2022
23	CARQUEST AUTO PARTS	1912-540191	HEADLIGHT	03/31/2022	8.04	8.04	04/12/2022
23	CARQUEST AUTO PARTS	1912-540253	LHTR	04/01/2022	4.74	4.74	04/12/2022
23	CARQUEST AUTO PARTS	1912-540675	DEF	04/05/2022	96.54	96.54	04/12/2022
Total CARQUEST AUTO PARTS:					366.94	366.94	
<b>CASELLE</b>							
3763	CASELLE	115938	Sotware training	03/24/2022	2,625.00	2,625.00	04/06/2022
3763	CASELLE	2022.4	APPLICATION SOFTWARE	04/11/2022	2,627.27	2,627.27	04/12/2022
3763	CASELLE	2022.4	APPLICATION SOFTWARE	04/11/2022	90.68	90.68	04/12/2022
3763	CASELLE	2022.4	APPLICATION SOFTWARE	04/11/2022	90.38	90.38	04/12/2022
3763	CASELLE	2022.4	APPLICATION SOFTWARE	04/11/2022	168.53	168.53	04/12/2022
3763	CASELLE	2022.4	APPLICATION SOFTWARE	04/11/2022	168.53	168.53	04/12/2022
3763	CASELLE	2022.4	APPLICATION SOFTWARE	04/11/2022	258.91	258.91	04/12/2022
Total CASELLE:					6,029.30	6,029.30	
<b>CENGAGE LEARNING INC</b>							
10001	CENGAGE LEARNING INC	77281045	3 BOOKS	02/16/2022	90.99	90.99	03/29/2022
10001	CENGAGE LEARNING INC	77341761	1 BOOK	02/23/2022	31.15	31.15	03/29/2022
10001	CENGAGE LEARNING INC	77396811	2 BOOKS	03/06/2022	51.08	51.08	03/29/2022
Total CENGAGE LEARNING INC:					173.22	173.22	
<b>CENTRON SERVICES</b>							
682	CENTRON SERVICES	2022.2.25	Utility Collections	02/25/2022	74.47	74.47	04/06/2022
682	CENTRON SERVICES	2022.2.25.1	Parking Collections	02/25/2022	15.00	15.00	04/06/2022
Total CENTRON SERVICES:					89.47	89.47	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>CENTURYLINK</b>							
162	CENTURYLINK	2022.3.16	406-222-0137- 441b	03/16/2022	76.70	76.70	04/06/2022
Total CENTURYLINK:					76.70	76.70	
<b>CHARTER COMMUNICATIONS</b>							
3440	CHARTER COMMUNICATIONS	019544502182	ELEVATOR PHONE	02/18/2022	50.75	50.75	03/29/2022
Total CHARTER COMMUNICATIONS:					50.75	50.75	
<b>CHICO HOT SPRINGS RESORT</b>							
10001	CHICO HOT SPRINGS RESORT	512813	CONV-BOARDROOM	02/28/2022	332.80	332.80	03/29/2022
Total CHICO HOT SPRINGS RESORT:					332.80	332.80	
<b>CIBC BANK USA</b>							
10003	CIBC BANK USA	Q09562-1	ULTRASOUND	03/31/2022	5,685.00	5,685.00	04/12/2022
Total CIBC BANK USA:					5,685.00	5,685.00	
<b>COMDATA</b>							
2671	COMDATA	20370568 XW6	CG72T	03/01/2022	2,868.35	2,868.35	03/29/2022
2671	COMDATA	20370568 XW6	CG72T CG73P	03/01/2022	375.09	375.09	03/29/2022
2671	COMDATA	20370569	CG72S XW717	03/01/2022	1,754.95	1,754.95	04/12/2022
2671	COMDATA	20370576 IB98	BZR70	03/01/2022	147.06	147.06	03/29/2022
2671	COMDATA	XW660	CG73P XW660	04/01/2022	427.22	427.22	04/12/2022
2671	COMDATA	XW660	CG72T XW660	04/01/2022	3,107.10	3,107.10	04/12/2022
2671	COMDATA	XW716 203709	CG72P	04/01/2022	406.68	406.68	04/12/2022
2671	COMDATA	XW716 203709	CG72R	04/01/2022	444.98	444.98	04/12/2022
2671	COMDATA	XW716 203709	CG73C	04/01/2022	600.99	600.99	04/12/2022
2671	COMDATA	XW716 203709	CG73G	04/01/2022	133.59	133.59	04/12/2022
2671	COMDATA	XW716 203709	CG73L	04/01/2022	414.31	414.31	04/12/2022
2671	COMDATA	XW716 203709	CG73S	04/01/2022	1,057.92	1,057.92	04/12/2022
2671	COMDATA	XW716 203709	CG74G	04/01/2022	585.79	585.79	04/12/2022
Total COMDATA:					12,324.03	12,324.03	
<b>COMPASSIONATE NEIGHBORS</b>							
10003	COMPASSIONATE NEIGHBORS	2022.4.6	CAMP TOOK OVER SKATE NIG	04/06/2022	984.86	984.86	04/06/2022
Total COMPASSIONATE NEIGHBORS:					984.86	984.86	
<b>CORE &amp; MAIN LP</b>							
3733	CORE & MAIN LP	Q432096	CABLE LOCATOR	03/09/2022	933.00	933.00	03/29/2022
3733	CORE & MAIN LP	Q432096	CABLE LOCATOR	03/09/2022	934.00	934.00	03/29/2022
3733	CORE & MAIN LP	Q432096	CABLE LOCATOR	03/09/2022	933.00	933.00	03/29/2022
3733	CORE & MAIN LP	Q583926	COLD ASPHALT	03/31/2022	3,596.55	3,596.55	04/12/2022
Total CORE & MAIN LP:					6,396.55	6,396.55	
<b>D&amp;R COFFEE SERVICE INC</b>							
10002	D&R COFFEE SERVICE INC	151374	COFFEE	04/01/2022	50.00	50.00	04/12/2022
Total D&R COFFEE SERVICE INC:					50.00	50.00	
<b>D.W. BURNS PLUMBING &amp; HEATING INC</b>							
2501	D.W. BURNS PLUMBING & HEAT	203215	WATER COOLER	12/01/2021	1,821.42	1,821.42	03/29/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total D.W. BURNS PLUMBING & HEATING INC:					1,821.42	1,821.42	
<b>DEMCO</b>							
199	DEMCO	7081802	OFFICE SUPPLIES	02/15/2022	85.34	85.34	03/29/2022
Total DEMCO:					85.34	85.34	
<b>DEPARTMENT OF PUBLIC HEALTH &amp;</b>							
3350	DEPARTMENT OF PUBLIC HEAL	2022.3.29	License SPRAY PARK S309236	03/29/2022	100.00	100.00	04/12/2022
Total DEPARTMENT OF PUBLIC HEALTH &:					100.00	100.00	
<b>DEPARTMENT OF REVENUE</b>							
122	DEPARTMENT OF REVENUE	2022.3.21	1% gross receipts tax - OMDAHL	03/21/2022	654.92	654.92	03/29/2022
Total DEPARTMENT OF REVENUE:					654.92	654.92	
<b>DOI/BLM</b>							
10004	DOI/BLM	2022029841	IRPG BOOKS	03/22/2022	125.50	125.50	04/12/2022
Total DOI/BLM:					125.50	125.50	
<b>ENERGY LABORATORIES, INC.</b>							
424	ENERGY LABORATORIES, INC.	457624	Effluent	03/06/2022	227.00	227.00	03/29/2022
424	ENERGY LABORATORIES, INC.	461372	Analysis parameter	03/23/2022	291.00	291.00	04/06/2022
424	ENERGY LABORATORIES, INC.	462757	CCR REPORT	03/31/2022	125.00	125.00	04/12/2022
Total ENERGY LABORATORIES, INC.:					643.00	643.00	
<b>ETHAN MATHIAS</b>							
10003	ETHAN MATHIAS	2022.3	REFEREE	03/01/2022	118.00	118.00	03/29/2022
Total ETHAN MATHIAS:					118.00	118.00	
<b>EUBANK CREATIVE</b>							
10003	EUBANK CREATIVE	220015	LOGO DEVELOPMENT	03/16/2022	1,300.00	1,300.00	03/29/2022
Total EUBANK CREATIVE:					1,300.00	1,300.00	
<b>EXEC U CARE SERVICES, INC.</b>							
3298	EXEC U CARE SERVICES, INC.	2668	Janitorial Services	05/31/2021	2,604.67	2,604.67	04/12/2022
3298	EXEC U CARE SERVICES, INC.	2814	Janitorial Services	09/30/2021	2,722.82	2,722.82	04/12/2022
3298	EXEC U CARE SERVICES, INC.	3021	Janitorial Services	04/01/2022	2,330.97	2,330.97	04/12/2022
Total EXEC U CARE SERVICES, INC.:					7,658.46	7,658.46	
<b>FARO TECHNOLOGIES INC</b>							
10003	FARO TECHNOLOGIES INC	2421228	SOFTWARE	10/10/2021	2,125.00	2,125.00	04/12/2022
Total FARO TECHNOLOGIES INC:					2,125.00	2,125.00	
<b>FARSTAD OIL</b>							
3353	FARSTAD OIL	100233	Diesel 420G	03/18/2022	1,666.14	1,666.14	03/29/2022
3353	FARSTAD OIL	100234	Diesel 180G	03/18/2022	791.28	791.28	03/29/2022
3353	FARSTAD OIL	100241	Diesel 142G	03/24/2022	698.07	698.07	04/06/2022
3353	FARSTAD OIL	100242	Diesel 318G	03/24/2022	1,452.31	1,452.31	04/06/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3353	FARSTAD OIL	100444	Diesel 400G	04/04/2022	1,824.40	1,824.40	04/06/2022
3353	FARSTAD OIL	100536	Diesel 150G	04/07/2022	655.65	655.65	04/12/2022
3353	FARSTAD OIL	99976	Diesel 270G	03/03/2022	1,341.45	1,341.45	04/06/2022
Total FARSTAD OIL:					8,429.30	8,429.30	
<b>FERNO-WASHINGTON INC</b>							
10002	FERNO-WASHINGTON INC	899416	FERNO REPLACEMENT CLIPS	03/04/2022	349.80	349.80	03/29/2022
Total FERNO-WASHINGTON INC:					349.80	349.80	
<b>FIREHOUSE INNOVATIONS CORP</b>							
10003	FIREHOUSE INNOVATIONS CO	001124	FORCIBLE ENTRY PROP	03/09/2022	4,037.50	4,037.50	03/29/2022
Total FIREHOUSE INNOVATIONS CORP:					4,037.50	4,037.50	
<b>FISHER SAND AND GRAVEL</b>							
2904	FISHER SAND AND GRAVEL	63311	REP AND MAINT	03/19/2022	587.67	587.67	04/12/2022
2904	FISHER SAND AND GRAVEL	63526	Concrete	03/26/2022	659.25	659.25	04/12/2022
2904	FISHER SAND AND GRAVEL	63913	SaC PARK SWING SAND	03/26/2022	242.11	242.11	04/12/2022
Total FISHER SAND AND GRAVEL:					1,489.03	1,489.03	
<b>FOUR CORNERS RECYCLING, LLC</b>							
2919	FOUR CORNERS RECYCLING,	10027	FULL FEES FOR JAN	02/28/2022	4,336.50	4,336.50	03/29/2022
2919	FOUR CORNERS RECYCLING,	CM10027	Credit	02/28/2022	2,792.50-	2,792.50-	03/29/2022
Total FOUR CORNERS RECYCLING, LLC:					1,544.00	1,544.00	
<b>FRANZEN-DAVIS FUNERAL HOME &amp;</b>							
697	FRANZEN-DAVIS FUNERAL HO	2022.3.29	Correction on Plot	03/29/2022	225.00	225.00	04/06/2022
Total FRANZEN-DAVIS FUNERAL HOME &:					225.00	225.00	
<b>FRONTLINE AG SOLUTIONS, LLC</b>							
2516	FRONTLINE AG SOLUTIONS, LL	529804	SEALAT	03/31/2022	303.48	303.48	04/12/2022
Total FRONTLINE AG SOLUTIONS, LLC:					303.48	303.48	
<b>GATEWAY OFFICE SUPPLY</b>							
54	GATEWAY OFFICE SUPPLY	53638	POSTAGE-POLICE	02/22/2022	12.79	12.79	04/12/2022
54	GATEWAY OFFICE SUPPLY	53706	POSTAGE-POLICE	03/02/2022	27.93	27.93	04/12/2022
54	GATEWAY OFFICE SUPPLY	53718	POSTAGE-POLICE	03/04/2022	13.23	13.23	04/12/2022
54	GATEWAY OFFICE SUPPLY	53775	POSTAGE-POLICE	03/10/2022	13.23	13.23	04/12/2022
54	GATEWAY OFFICE SUPPLY	53789	POSTAGE-POLICE	03/11/2022	14.54	14.54	04/12/2022
54	GATEWAY OFFICE SUPPLY	53790	Office SupplieS-JUDGE	03/11/2022	27.05	27.05	03/29/2022
54	GATEWAY OFFICE SUPPLY	53794	Office SupplieS-JUDGE	03/14/2022	216.10	216.10	03/29/2022
54	GATEWAY OFFICE SUPPLY	53886	POSTAGE-POLICE	03/21/2022	15.02	15.02	04/12/2022
54	GATEWAY OFFICE SUPPLY	53915	POSTAGE-POLICE	03/25/2022	16.38	16.38	04/12/2022
54	GATEWAY OFFICE SUPPLY	53950	POSTAGE-POLICE	03/30/2022	15.02	15.02	04/12/2022
54	GATEWAY OFFICE SUPPLY	53959	Office Supplies	03/31/2022	8.00	8.00	04/12/2022
Total GATEWAY OFFICE SUPPLY:					379.29	379.29	
<b>GENERAL DISTRIBUTING COMPANY</b>							
1845	GENERAL DISTRIBUTING COM	1105735	Patient Supplies	03/31/2022	15.19	15.19	04/12/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total GENERAL DISTRIBUTING COMPANY:					15.19	15.19	
<b>GRAYBEAL'S ALL SERVICE</b>							
98	GRAYBEAL'S ALL SERVICE	11047	SPECIALIZED HVAC	02/23/2022	55.00	55.00	03/29/2022
Total GRAYBEAL'S ALL SERVICE:					55.00	55.00	
<b>GUNDERSON, JASON</b>							
3729	GUNDERSON, JASON	2022.3.31	REIMBURSE SHIPPING	03/31/2022	4.70	4.70	04/12/2022
Total GUNDERSON, JASON:					4.70	4.70	
<b>HAWKINS, INC</b>							
470	HAWKINS, INC	610177	Chlorine	03/10/2022	1,700.27	1,700.27	03/29/2022
470	HAWKINS, INC	6140177	VACUUM REGULATOR	03/10/2022	1,700.27	1,700.27	03/29/2022
470	HAWKINS, INC	6151049	SwitchovER MODULE	03/28/2022	185.42	185.42	04/12/2022
Total HAWKINS, INC:					3,585.96	3,585.96	
<b>HEIMAN INC</b>							
10002	HEIMAN INC	0906697-IN	FIRE FIGHTING NOZZLE REPLA	03/10/2022	3,493.65	3,493.65	03/29/2022
Total HEIMAN INC:					3,493.65	3,493.65	
<b>HIGH COUNTRY WILDLIFE CONTROL</b>							
10002	HIGH COUNTRY WILDLIFE CON	4499	PEST CONTROL	03/21/2022	195.00	195.00	04/12/2022
Total HIGH COUNTRY WILDLIFE CONTROL:					195.00	195.00	
<b>HILLYARD OF MONTANA</b>							
63	HILLYARD OF MONTANA	604653147	Cleaning supplies	02/28/2022	94.08	94.08	03/29/2022
Total HILLYARD OF MONTANA:					94.08	94.08	
<b>INDUSTRIAL COMM &amp; ELEC OF BOZEMAN</b>							
3455	INDUSTRIAL COMM & ELEC OF	E29347	RADIOS	03/10/2022	6,150.00	6,150.00	03/29/2022
Total INDUSTRIAL COMM & ELEC OF BOZEMAN:					6,150.00	6,150.00	
<b>INDUSTRIAL TOWEL</b>							
102	INDUSTRIAL TOWEL	91062	Towel Service	02/24/2022	37.32	37.32	03/29/2022
102	INDUSTRIAL TOWEL	92285	Mats-220 E PARK	03/10/2022	94.41	94.41	03/29/2022
102	INDUSTRIAL TOWEL	93065	330 bennett	03/22/2022	46.64	46.64	03/29/2022
102	INDUSTRIAL TOWEL	93446	Mats CIVIC CENTER	03/24/2022	129.35	129.35	04/12/2022
102	INDUSTRIAL TOWEL	94657	RUGS 220 E PARK	04/07/2022	100.86	100.86	04/12/2022
Total INDUSTRIAL TOWEL:					408.58	408.58	
<b>INGRAM LIBRARY SERVICE</b>							
1539	INGRAM LIBRARY SERVICE	58063938	2 Books	02/25/2022	51.27	51.27	03/29/2022
Total INGRAM LIBRARY SERVICE:					51.27	51.27	
<b>INSTY-PRINTS</b>							
250	INSTY-PRINTS	12575	spring FLYER	03/24/2022	522.50	522.50	04/06/2022
250	INSTY-PRINTS	12575	spring FLYER	03/24/2022	522.50	522.50	04/06/2022



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
250	INSTY-PRINTS	12575	spring FLYER	03/24/2022	522.50	522.50	04/06/2022
250	INSTY-PRINTS	12575	spring FLYER	03/24/2022	522.50	522.50	04/06/2022
Total INSTY-PRINTS:					2,090.00	2,090.00	
<b>IRRIGATION INNOVATIONS</b>							
10002	IRRIGATION INNOVATIONS	6848	SNOW REMOVAL	03/31/2022	667.50	667.50	04/12/2022
Total IRRIGATION INNOVATIONS:					667.50	667.50	
<b>J &amp; H OFFICE EQUIPMENT</b>							
1783	J & H OFFICE EQUIPMENT	31328404	printer	03/28/2022	270.73	270.73	04/06/2022
Total J & H OFFICE EQUIPMENT:					270.73	270.73	
<b>KATHERINE KERR</b>							
10003	KATHERINE KERR	2022.3	REFEREE	03/01/2022	298.00	298.00	03/29/2022
Total KATHERINE KERR:					298.00	298.00	
<b>KELLEY CONNECT</b>							
10001	KELLEY CONNECT	31358019	PRINTER	03/31/2022	215.80	215.80	04/12/2022
10001	KELLEY CONNECT	IN1001285	INK POSTAGE MACHINE	03/09/2022	318.48	318.48	03/29/2022
10001	KELLEY CONNECT	IN1014798	CONTRACT	03/31/2022	99.15	99.15	04/12/2022
10001	KELLEY CONNECT	IN1019466	CONTRACT	04/04/2022	14.85	14.85	04/12/2022
Total KELLEY CONNECT:					648.28	648.28	
<b>KEN'S EQUIPMENT REPAIR, INC</b>							
1390	KEN'S EQUIPMENT REPAIR, IN	57539	BACKHOE	03/28/2022	942.75	942.75	04/12/2022
1390	KEN'S EQUIPMENT REPAIR, IN	57539	BACKHOE	03/28/2022	942.75	942.75	04/12/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58435	LFP 3000 XL FILTER	03/03/2022	280.00	280.00	04/12/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58471	G1 REPAIR	03/10/2022	855.00	855.00	04/12/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58471	570 REPAIR	03/10/2022	1,247.00	1,247.00	04/12/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58472	570 REPAIR	03/10/2022	90.00	90.00	04/12/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58506	JD ROLLER	03/18/2022	187.45	187.45	03/29/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58506	JD ROLLER	03/18/2022	187.45	187.45	03/29/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58510	VAC TRK	03/21/2022	163.75	163.75	04/12/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58511	G1	03/21/2022	90.00	90.00	04/12/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58524	410 L	03/24/2022	117.00	117.00	04/12/2022
1390	KEN'S EQUIPMENT REPAIR, IN	58556	410 L	03/30/2022	1,426.85	1,426.85	04/12/2022
Total KEN'S EQUIPMENT REPAIR, INC:					6,530.00	6,530.00	
<b>KENYON NOBLE</b>							
776	KENYON NOBLE	8861729	CONDUIT	02/07/2022	222.24	222.24	04/06/2022
776	KENYON NOBLE	8866572	RAIL	02/10/2022	95.99	95.99	04/06/2022
776	KENYON NOBLE	8878016	SUPPLIES	02/17/2022	99.75	99.75	04/06/2022
776	KENYON NOBLE	8910577	HEMLOCK	03/10/2022	182.65	182.65	04/06/2022
776	KENYON NOBLE	8927418	SUPPLIES	03/21/2022	113.43	113.43	03/29/2022
776	KENYON NOBLE	8931062	POST HINGE	03/23/2022	11.48	11.48	04/06/2022
776	KENYON NOBLE	8935248	GOLD TORX	03/25/2022	69.98	69.98	04/06/2022
Total KENYON NOBLE:					795.52	795.52	
<b>LARUE SEITZ DETTORI</b>							
10003	LARUE SEITZ DETTORI	2021.8.7	LEAGUE COORDINATOR SOFT	08/07/2021	975.00	975.00	03/29/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LARUE SEITZ DETTORI:					975.00	975.00	
<b>LAWSON PRODUCTS, INC.</b>							
10003	LAWSON PRODUCTS, INC.	9309130645	HEX CAP	12/27/2021	23.68	23.68	04/06/2022
10003	LAWSON PRODUCTS, INC.	9309213044	SUPPLIES	01/25/2022	10.15	10.15	04/06/2022
10003	LAWSON PRODUCTS, INC.	9309213509	SUPPLIES	01/25/2022	10.15	10.15	04/06/2022
10003	LAWSON PRODUCTS, INC.	9309226615	NIGHTSTICKS	01/28/2022	125.74	125.74	04/06/2022
Total LAWSON PRODUCTS, INC.:					169.72	169.72	
<b>LEHRKIND'S COCA-COLA</b>							
2830	LEHRKIND'S COCA-COLA	1927673	Water	03/08/2022	109.20	109.20	04/12/2022
Total LEHRKIND'S COCA-COLA:					109.20	109.20	
<b>LIVINGSTON ACE HARDWARE - #122005</b>							
26	LIVINGSTON ACE HARDWARE -	A00028	TOILET FLAPPER	03/07/2022	6.99	6.99	04/06/2022
26	LIVINGSTON ACE HARDWARE -	A00082	PROPANE	03/07/2022	86.14	86.14	04/06/2022
26	LIVINGSTON ACE HARDWARE -	A00733	STATION SUPPLY	03/09/2022	60.96	60.96	04/06/2022
26	LIVINGSTON ACE HARDWARE -	A01167	VARNISH	03/10/2022	29.99	29.99	04/06/2022
26	LIVINGSTON ACE HARDWARE -	A01284	WOOD SCREWS	03/11/2022	30.98	30.98	04/06/2022
26	LIVINGSTON ACE HARDWARE -	A01998	Fastners	03/12/2022	2.40	2.40	04/06/2022
26	LIVINGSTON ACE HARDWARE -	A02514	ODR ELMINTR	03/14/2022	20.57	20.57	04/06/2022
26	LIVINGSTON ACE HARDWARE -	A02936	PHONE/CABLE	03/15/2022	5.16	5.16	04/06/2022
26	LIVINGSTON ACE HARDWARE -	A03467	SANDPAPER	03/16/2022	4.99	4.99	04/06/2022
26	LIVINGSTON ACE HARDWARE -	A03891	MARK PAINT	03/17/2022	431.40	431.40	04/06/2022
26	LIVINGSTON ACE HARDWARE -	A03908	GLOVES	03/17/2022	77.96	77.96	04/06/2022
26	LIVINGSTON ACE HARDWARE -	A04082	SHOVEL	03/18/2022	35.98	35.98	04/06/2022
26	LIVINGSTON ACE HARDWARE -	A05089	OFFICE SUPPLY	03/20/2022	16.99	16.99	04/06/2022
26	LIVINGSTON ACE HARDWARE -	A05377	BATTERY	03/21/2022	23.51	23.51	04/06/2022
26	LIVINGSTON ACE HARDWARE -	A05897	PAINT	03/22/2022	79.88	79.88	04/06/2022
26	LIVINGSTON ACE HARDWARE -	A06153	KEYS	03/23/2022	8.77	8.77	04/06/2022
26	LIVINGSTON ACE HARDWARE -	A06739	SAW BLD	03/24/2022	42.32	42.32	04/06/2022
26	LIVINGSTON ACE HARDWARE -	A06842	WALLPLATE	03/24/2022	2.97	2.97	04/06/2022
26	LIVINGSTON ACE HARDWARE -	A07202	PAPER TOWEL HOLDER	03/25/2022	22.99	22.99	04/06/2022
26	LIVINGSTON ACE HARDWARE -	J96502	Fastners	02/26/2022	3.00	3.00	04/06/2022
26	LIVINGSTON ACE HARDWARE -	J97180	Fastners	02/28/2022	25.87	25.87	04/06/2022
26	LIVINGSTON ACE HARDWARE -	J97702	ADHSV	03/01/2022	55.95	55.95	04/06/2022
26	LIVINGSTON ACE HARDWARE -	X73839	PUBY KNIFE	03/15/2022	8.18	8.18	04/06/2022
Total LIVINGSTON ACE HARDWARE - #122005:					1,083.95	1,083.95	
<b>LIVINGSTON ENTERPRISE</b>							
146	LIVINGSTON ENTERPRISE	115296	COMMISION	03/04/2022	39.00	39.00	04/06/2022
146	LIVINGSTON ENTERPRISE	115297	HISTORIC PRESERVATION	03/04/2022	32.50	32.50	04/06/2022
146	LIVINGSTON ENTERPRISE	115392	URBAN RENEWAL	03/14/2022	19.50	19.50	04/06/2022
146	LIVINGSTON ENTERPRISE	115393	PLANNING BOARD	03/14/2022	45.50	45.50	04/06/2022
146	LIVINGSTON ENTERPRISE	115400	COMMISION	03/11/2022	19.50	19.50	04/06/2022
146	LIVINGSTON ENTERPRISE	115401	PROFESSIONAL ENGINEERING	03/11/2022	262.50	262.50	04/06/2022
146	LIVINGSTON ENTERPRISE	115501	PARKS AND TRAILS	03/21/2022	19.50	19.50	04/06/2022
146	LIVINGSTON ENTERPRISE	115590	COMMISION	03/25/2022	240.00	240.00	04/06/2022
Total LIVINGSTON ENTERPRISE:					678.00	678.00	
<b>LIVINGSTON HEALTH CARE</b>							
55	LIVINGSTON HEALTH CARE	17359	PATIENT SUPPLY	04/06/2022	27.74	27.74	04/12/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
55	LIVINGSTON HEALTH CARE	4591242	MEDICATION	03/22/2022	36.97	36.97	03/29/2022
55	LIVINGSTON HEALTH CARE	4596852	PATIENT SUPPLY	04/01/2022	171.85	171.85	04/12/2022
Total LIVINGSTON HEALTH CARE:					236.56	236.56	
<b>LIVINGSTON TRUE VALUE HARDWARE</b>							
282	LIVINGSTON TRUE VALUE HAR	D16887	SHIPPING	03/02/2022	21.21	21.21	04/12/2022
Total LIVINGSTON TRUE VALUE HARDWARE:					21.21	21.21	
<b>LIVINGSTON UTILITY BILLING</b>							
147	LIVINGSTON UTILITY BILLING	2022.3.4	1012100 228 W CALLENDER	03/04/2022	155.18	155.18	03/29/2022
Total LIVINGSTON UTILITY BILLING:					155.18	155.18	
<b>MASTERCARD</b>							
3184	MASTERCARD	2022_02 BUSC	ARBORIST EXAM	03/01/2022	125.00	125.00	03/10/2022
3184	MASTERCARD	2022_02 BUSC	SIGNS	03/01/2022	87.96	87.96	03/10/2022
3184	MASTERCARD	2022_02 BUSC	STEEL POSTS	03/01/2022	99.64	99.64	03/10/2022
3184	MASTERCARD	2022_02 BUSC	STIHL CARBURETOR	03/01/2022	15.99	15.99	03/10/2022
3184	MASTERCARD	2022_02 BUSC	CORRAGATED TREE GUARD	03/01/2022	163.97	163.97	03/10/2022
3184	MASTERCARD	2022_02 DELA	CONFERENCE ROOM CHAIRS	03/01/2022	316.63	316.63	03/10/2022
3184	MASTERCARD	2022_02 DELA	CONFERENCE ROOM CHAIRS	03/01/2022	316.63	316.63	03/10/2022
3184	MASTERCARD	2022_02 DELA	CONFERENCE ROOM CHAIRS	03/01/2022	316.64	316.64	03/10/2022
3184	MASTERCARD	2022_02 DELA	PAPER TOWELS	03/01/2022	52.77	52.77	03/10/2022
3184	MASTERCARD	2022_02 DELA	PAPER TOWELS	03/01/2022	52.77	52.77	03/10/2022
3184	MASTERCARD	2022_02 DELA	PAPER TOWELS	03/01/2022	52.78	52.78	03/10/2022
3184	MASTERCARD	2022_02 DELA	PAPER TOWELS	03/01/2022	52.78	52.78	03/10/2022
3184	MASTERCARD	2022_02 DELA	PAPER TOWELS	03/01/2022	22.74	22.74	03/10/2022
3184	MASTERCARD	2022_02 DELA	LAMINATE SHEETS	03/01/2022	93.06	93.06	03/10/2022
3184	MASTERCARD	2022_02 DELA	DENNY'S RETIREMENT	03/01/2022	30.97	30.97	03/10/2022
3184	MASTERCARD	2022_02 DELA	DENNY'S RETIREMENT	03/01/2022	30.97	30.97	03/10/2022
3184	MASTERCARD	2022_02 DELA	SERVICE CALL BOOKS	03/01/2022	83.95	83.95	03/10/2022
3184	MASTERCARD	2022_02 FETT	Office supplies	03/01/2022	94.50	94.50	03/10/2022
3184	MASTERCARD	2022_02 FETT	Office supplies	03/01/2022	13.99	13.99	03/10/2022
3184	MASTERCARD	2022_02 GLAS	fax	03/01/2022	19.99	19.99	03/10/2022
3184	MASTERCARD	2022_02 GLAS	fee	03/01/2022	.18	.18	03/10/2022
3184	MASTERCARD	2022_02 GRA	refund	03/01/2022	7.88-	7.88-	03/10/2022
3184	MASTERCARD	2022_02 GRA	ice melt 40#	03/01/2022	26.99	26.99	03/10/2022
3184	MASTERCARD	2022_02 GRA	vacuum bags x 12	03/01/2022	17.99	17.99	03/10/2022
3184	MASTERCARD	2022_02 GRA	disinfectant; 2 keys to back office	03/01/2022	10.99	10.99	03/10/2022
3184	MASTERCARD	2022_02 GRA	printer toner	03/01/2022	15.01	15.01	03/10/2022
3184	MASTERCARD	2022_02 GRA	1 book	03/01/2022	7.88	7.88	03/10/2022
3184	MASTERCARD	2022_02 GRA	service charges	03/01/2022	17.99	17.99	03/10/2022
3184	MASTERCARD	2022_02 GRA	postage purchase	03/01/2022	100.00	100.00	03/10/2022
3184	MASTERCARD	2022_02 GRA	6x 48" fl. Bulbs; 4x 46" fl bulbs	03/01/2022	73.90	73.90	03/10/2022
3184	MASTERCARD	2022_02 GRA	2x 32W T8 fl bulbs	03/01/2022	23.98	23.98	03/10/2022
3184	MASTERCARD	2022_02 GRA	1 book	03/01/2022	10.19	10.19	03/10/2022
3184	MASTERCARD	2022_02 GRA	wireless mouse; service charge	03/01/2022	20.99	20.99	03/10/2022
3184	MASTERCARD	2022_02 GRA	spackling; facial tissue; bungees	03/01/2022	18.13	18.13	03/10/2022
3184	MASTERCARD	2022_02 HAEF	CHECK VALVE REPLACEMENT	03/01/2022	921.64	921.64	03/10/2022
3184	MASTERCARD	2022_02 HAH	POTHOLE BINDER	03/01/2022	780.00	780.00	03/10/2022
3184	MASTERCARD	2022_02 HAH	POTHOLE BINDER	03/01/2022	840.84	840.84	03/10/2022
3184	MASTERCARD	2022_02 HAPP	Postage	03/01/2022	232.00	232.00	03/10/2022
3184	MASTERCARD	2022_02 HAPP	Storage Unit	03/01/2022	239.40	239.40	03/10/2022
3184	MASTERCARD	2022_02 HAPP	Storage Shelving	03/01/2022	310.04	310.04	03/10/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2022_02 HAR	jump kit	03/01/2022	430.00-	430.00-	03/10/2022
3184	MASTERCARD	2022_02 HAR	MATRESSES	03/01/2022	998.00	998.00	03/10/2022
3184	MASTERCARD	2022_02 HAR	MATRESSES	03/01/2022	998.00	998.00	03/10/2022
3184	MASTERCARD	2022_02 HAR	SCBA NAME PLATES	03/01/2022	112.93	112.93	03/10/2022
3184	MASTERCARD	2022_02 HAR	MULTI TOOLS	03/01/2022	291.91	291.91	03/10/2022
3184	MASTERCARD	2022_02 HOFF	MINI PC	03/01/2022	356.00	356.00	03/10/2022
3184	MASTERCARD	2022_02 HOL	TRAINING SEMINAR	03/01/2022	59.00	59.00	03/10/2022
3184	MASTERCARD	2022_02 HOL	TRAINING SEMINAR	03/01/2022	59.00	59.00	03/10/2022
3184	MASTERCARD	2022_02 HOL	TRAINING SEMINAR	03/01/2022	59.00	59.00	03/10/2022
3184	MASTERCARD	2022_02 HOL	TRAINING SEMINAR	03/01/2022	59.00	59.00	03/10/2022
3184	MASTERCARD	2022_02 HOL	TRAINING SEMINAR	03/01/2022	59.00	59.00	03/10/2022
3184	MASTERCARD	2022_02 HOL	DENNY'S RETIREMENT	03/01/2022	50.00	50.00	03/10/2022
3184	MASTERCARD	2022_02 JOHN	Mounting Bracket	03/01/2022	55.00	55.00	03/10/2022
3184	MASTERCARD	2022_02 KINNI	Commissioner Zoom Account	03/01/2022	41.50	41.50	03/10/2022
3184	MASTERCARD	2022_02 KINNI	Employee Jacket- Phillips	03/01/2022	8.00	8.00	03/10/2022
3184	MASTERCARD	2022_02 KINNI	Office Supplies	03/01/2022	12.67	12.67	03/10/2022
3184	MASTERCARD	2022_02 KINNI	Employee Jacket- Hutchingson	03/01/2022	186.45	186.45	03/10/2022
3184	MASTERCARD	2022_02 KINNI	Employee lunch- Mathieu's farewe	03/01/2022	192.00	192.00	03/10/2022
3184	MASTERCARD	2022_02 KINNI	Office Supplies	03/01/2022	3.98	3.98	03/10/2022
3184	MASTERCARD	2022_02 KINNI	Board/Committee Zoom Account	03/01/2022	57.05	57.05	03/10/2022
3184	MASTERCARD	2022_02 KINNI	Commissioner Jacket- Kahle	03/01/2022	186.45	186.45	03/10/2022
3184	MASTERCARD	2022_02 KINNI	2nd Zoom Account	03/01/2022	57.05	57.05	03/10/2022
3184	MASTERCARD	2022_02 KINNI	Employee Wellness- F. Kinnick	03/01/2022	39.00	39.00	03/10/2022
3184	MASTERCARD	2022_02 KINNI	Office Supplies	03/01/2022	114.00	114.00	03/10/2022
3184	MASTERCARD	2022_02 KINNI	Commissioner phone cases/charg	03/01/2022	105.94	105.94	03/10/2022
3184	MASTERCARD	2022_02 KINNI	Office Supplies	03/01/2022	8.98	8.98	03/10/2022
3184	MASTERCARD	2022_02 KINNI	Employee Wellness- D. Hedges	03/01/2022	55.00	55.00	03/10/2022
3184	MASTERCARD	2022_02 KINNI	Commissioner Jacket	03/01/2022	99.99	99.99	03/10/2022
3184	MASTERCARD	2022_02 KINNI	Employee Jackets- Dispatch empl	03/01/2022	32.00	32.00	03/10/2022
3184	MASTERCARD	2022_02 LAWE	Waiting for Receipts	03/01/2022	74.29	74.29	03/10/2022
3184	MASTERCARD	2022_02 LAWE	Waiting for Receipts	03/01/2022	580.12	580.12	03/10/2022
3184	MASTERCARD	2022_02 LAWE	Waiting for Receipts	03/01/2022	30.90	30.90	03/10/2022
3184	MASTERCARD	2022_02 LOW	Recruiting Advertising	03/01/2022	139.99	139.99	03/10/2022
3184	MASTERCARD	2022_02 LOW	Mathieu Cake	03/01/2022	28.98	28.98	03/10/2022
3184	MASTERCARD	2022_02 LOW	Recruiting Advertising	03/01/2022	504.00	504.00	03/10/2022
3184	MASTERCARD	2022_02 LOW	Recruiting Advertising	03/01/2022	645.00	645.00	03/10/2022
3184	MASTERCARD	2022_02 LOW	Recruiting Advertising	03/01/2022	395.00	395.00	03/10/2022
3184	MASTERCARD	2022_02 LOW	Recruiting Advertising	03/01/2022	507.46	507.46	03/10/2022
3184	MASTERCARD	2022_02 LOW	UPS Supply	03/01/2022	69.52	69.52	03/10/2022
3184	MASTERCARD	2022_02 LOW	Travel Lodging	03/01/2022	348.36	348.36	03/10/2022
3184	MASTERCARD	2022_02 LOW	Staff Scheduler	03/01/2022	7.30	7.30	03/10/2022
3184	MASTERCARD	2022_02 LOW	UPS Supply	03/01/2022	11.95	11.95	03/10/2022
3184	MASTERCARD	2022_02 LOW	UPS Supply	03/01/2022	164.99	164.99	03/10/2022
3184	MASTERCARD	2022_02 LOW	Grant Resource	03/01/2022	34.95	34.95	03/10/2022
3184	MASTERCARD	2022_02 LOW	Supplies	03/01/2022	17.99	17.99	03/10/2022
3184	MASTERCARD	2022_02 LOW	Recruiting Advertising	03/01/2022	513.11	513.11	03/10/2022
3184	MASTERCARD	2022_02 LOW	Recruiting Advertising	03/01/2022	139.99	139.99	03/10/2022
3184	MASTERCARD	2022_02 MACI	MES/WARREN FIRE/LAWMEN	03/01/2022	528.84	528.84	03/10/2022
3184	MASTERCARD	2022_02 PURK	ACA Postage	03/01/2022	19.55	19.55	03/10/2022
3184	MASTERCARD	2022_02 PURK	GFOA Membership	03/01/2022	150.00	150.00	03/10/2022
3184	MASTERCARD	2022_02 PURK	January	03/01/2022	7,964.17	7,964.17	03/10/2022
3184	MASTERCARD	2022_02 RAYM	AMMONIA	03/01/2022	204.82	204.82	03/10/2022
3184	MASTERCARD	2022_02 RAYM	LYSOL DISINFECTANT	03/01/2022	127.89	127.89	03/10/2022
3184	MASTERCARD	2022_02 TARR	Little League Baseball Rule Book	03/01/2022	3.99	3.99	03/10/2022
3184	MASTERCARD	2022_02 TARR	Employee Appreciation	03/01/2022	79.00	79.00	03/10/2022
3184	MASTERCARD	2022_02 TARR	Membership Montana Trails, Recr	03/01/2022	120.00	120.00	03/10/2022
3184	MASTERCARD	2022_02 TARR	Communication Service with Coac	03/01/2022	36.00	36.00	03/10/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2022_02 TARR	Wheels for Roller Skate Assists	03/01/2022	11.69	11.69	03/10/2022
3184	MASTERCARD	2022_02 WUL	SPOTLIGHT	03/01/2022	76.49	76.49	03/10/2022
3184	MASTERCARD	2022_02 WUL	JUMP KIT	03/01/2022	780.00	780.00	03/10/2022
3184	MASTERCARD	2022_02 WUL	SEAL KIT	03/01/2022	398.65	398.65	03/10/2022
3184	MASTERCARD	2022_02 WUL	LODGING	03/01/2022	99.89	99.89	03/10/2022
Total MASTERCARD:					24,498.55	24,498.55	
<b>MATHIAS, HANNAH</b>							
10003	MATHIAS, HANNAH	2022.3	REFERE	03/01/2022	132.00	132.00	03/29/2022
Total MATHIAS, HANNAH:					132.00	132.00	
<b>MEGHAN GIBSON</b>							
10004	MEGHAN GIBSON	2022.1.13	REIMB MEDIC SCHOOL	01/13/2022	1,292.37	1,292.37	04/12/2022
Total MEGHAN GIBSON:					1,292.37	1,292.37	
<b>MICROCOMM</b>							
10000	MICROCOMM	16065	CLINIC LIFTSTATION	03/09/2022	17,780.00	17,780.00	03/29/2022
Total MICROCOMM:					17,780.00	17,780.00	
<b>MID-AMERICAN RESEARCH CHEMICAL</b>							
10002	MID-AMERICAN RESEARCH CH	0757010-IN	ROOT CONTROL	03/16/2022	800.50	800.50	04/06/2022
10002	MID-AMERICAN RESEARCH CH	0757011-IN	ODOR NEUTR	03/16/2022	328.49	328.49	04/06/2022
Total MID-AMERICAN RESEARCH CHEMICAL:					1,128.99	1,128.99	
<b>MIDWAY RENTAL, INC.</b>							
3040	MIDWAY RENTAL, INC.	1657732-0001	sSTARTER ROPE	04/06/2022	5.25	5.25	04/12/2022
Total MIDWAY RENTAL, INC.:					5.25	5.25	
<b>MILES CITY COURT</b>							
10003	MILES CITY COURT	2022.4.	TRAINING	03/01/2022	200.00	200.00	03/29/2022
Total MILES CITY COURT:					200.00	200.00	
<b>MIRANDA ERVIN</b>							
10004	MIRANDA ERVIN	2022.2.18	REIMB TRAVEL EXP	02/18/2022	311.68	311.68	04/12/2022
Total MIRANDA ERVIN:					311.68	311.68	
<b>MISC</b>							
99999	MISC	2022.3.16	OVERPAYMENT TK2018-0339	03/16/2022	7.51	7.51	03/29/2022
99999	MISC	2022.3.16.1	ReSTITUTION TK2022-0059	03/16/2022	201.08	201.08	03/29/2022
99999	MISC	2022.3.16.2	ReSTITUTION TK2016-0317	03/16/2022	85.00	85.00	03/29/2022
99999	MISC	2022.3.29	ReSTITUTION TK2022-0008	03/29/2022	10.00	10.00	04/06/2022
99999	MISC	2022.3.29.1	ReSTITUTION TK2020-0311	03/29/2022	200.00	200.00	04/06/2022
99999	MISC	2022.3.3.1	ReSTITUTION TK2020-0318	03/03/2022	3.50	3.50	03/29/2022
99999	MISC	2022.4.14	COSTS & DISBURSEMENTS	04/14/2022	477.50	477.50	04/14/2022
99999	MISC	2022.4.8	Records	04/07/2022	3.00	3.00	04/08/2022
99999	MISC	2022.4.8.1	ReSTITUTION TK2015-0293	04/08/2022	100.00	100.00	04/12/2022
99999	MISC	CR2021-017	Bond Release	03/10/2022	290.00	290.00	03/16/2022
99999	MISC	TK2021-0383	Bond Release	03/16/2022	1,680.00	1,680.00	03/21/2022
99999	MISC	TK2021-0432	Bond Release	03/24/2022	250.00	250.00	04/07/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MISC:					3,307.59	3,307.59	
<b>MOBILE REPAIR &amp; WELDING, INC</b>							
10	MOBILE REPAIR & WELDING, IN	32974	CRANKS FOR TRAILER TARPS	03/10/2022	51.37	51.37	03/29/2022
10	MOBILE REPAIR & WELDING, IN	32990	ROLL OFF SAFTY BARS	03/14/2022	272.57	272.57	03/29/2022
Total MOBILE REPAIR & WELDING, INC:					323.94	323.94	
<b>MONTANA AIR CARTAGE</b>							
3808	MONTANA AIR CARTAGE	LVQ22822	Courier Service	03/01/2022	155.10	155.10	03/29/2022
Total MONTANA AIR CARTAGE:					155.10	155.10	
<b>MONTANA ASSOCIATION OF CHIEFS OF</b>							
952	MONTANA ASSOCIATION OF CH	2022.4	2022 ANNUAL DUES	04/01/2022	200.00	200.00	04/12/2022
Total MONTANA ASSOCIATION OF CHIEFS OF:					200.00	200.00	
<b>MONTANA CORRECTIONAL ENTERPRISES</b>							
1180	MONTANA CORRECTIONAL EN	83329	FURNITURE	03/01/2022	4,004.02	4,004.02	03/29/2022
Total MONTANA CORRECTIONAL ENTERPRISES:					4,004.02	4,004.02	
<b>MONTANA LAW ENFORCEMENT ACADEMY</b>							
642	MONTANA LAW ENFORCEMENT	20917	Training	03/03/2022	131.00	131.00	04/12/2022
642	MONTANA LAW ENFORCEMENT	20917	Training	03/03/2022	400.00	400.00	04/12/2022
Total MONTANA LAW ENFORCEMENT ACADEMY:					531.00	531.00	
<b>MONTANA MUNICIPAL CLERKS, TREASURERS AND</b>							
10002	MONTANA MUNICIPAL CLERKS,	2022.4.1	MEMBERSHIP DUES	04/01/2022	50.00	50.00	04/06/2022
Total MONTANA MUNICIPAL CLERKS, TREASURERS AND:					50.00	50.00	
<b>MOUNTAIN MOBILE AUTO GLASS</b>							
2106	MOUNTAIN MOBILE AUTO GLAS	18149	CHIP REPAIR	03/09/2022	45.00	45.00	03/29/2022
2106	MOUNTAIN MOBILE AUTO GLAS	18160	BACK DOOR GLASS	03/15/2022	125.00	125.00	03/29/2022
Total MOUNTAIN MOBILE AUTO GLASS:					170.00	170.00	
<b>MT WATERWORKS</b>							
3016	MT WATERWORKS	37141	Parts	03/22/2022	2,968.59	2,968.59	04/12/2022
Total MT WATERWORKS:					2,968.59	2,968.59	
<b>MUNICIPAL CODE CORPORATION</b>							
3058	MUNICIPAL CODE CORPORATI	00371039	Subscription	03/16/2022	150.00	150.00	03/29/2022
Total MUNICIPAL CODE CORPORATION:					150.00	150.00	
<b>MUNICIPAL EMERGENCY SERVICES</b>							
2604	MUNICIPAL EMERGENCY SERV	IN1685094	REPLACEMENT NAMETAG	03/07/2022	70.30	70.30	03/29/2022
Total MUNICIPAL EMERGENCY SERVICES:					70.30	70.30	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>MURDOCH'S RANCH &amp; HOME SUPPLY</b>							
3688	MURDOCH'S RANCH & HOME S	K00044/37	SUPPLIES	03/07/2022	54.92	54.92	04/06/2022
3688	MURDOCH'S RANCH & HOME S	K00046/37	k9 briggs	03/10/2022	583.14	583.14	04/06/2022
3688	MURDOCH'S RANCH & HOME S	K00210/37	BATTERY CLIP	03/24/2022	32.95	32.95	04/06/2022
3688	MURDOCH'S RANCH & HOME S	K00212/37	Tools	03/25/2022	279.99	279.99	04/06/2022
3688	MURDOCH'S RANCH & HOME S	K01198/37.	LIFT STATION GEN	02/27/2022	22.99	22.99	04/06/2022
Total MURDOCH'S RANCH & HOME SUPPLY:					973.99	973.99	
<b>NORMONT EQUIPMENT</b>							
12	NORMONT EQUIPMENT	26959	COLD PATCH ASPHALT	03/16/2022	1,176.00	1,176.00	03/29/2022
Total NORMONT EQUIPMENT:					1,176.00	1,176.00	
<b>NORTHWESTERN ENERGY</b>							
151	NORTHWESTERN ENERGY	0708370-2 202	8th & Park Sprinklers	03/14/2022	6.36	6.36	04/06/2022
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	03/14/2022	508.77	508.77	03/29/2022
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	03/14/2022	508.78	508.78	03/29/2022
151	NORTHWESTERN ENERGY	0709794-2 202	WRF 316 Bennett	03/07/2022	2,692.30	2,692.30	03/29/2022
151	NORTHWESTERN ENERGY	0709796-7 202	97 View Vista Drive	03/14/2022	6.00	6.00	03/29/2022
151	NORTHWESTERN ENERGY	0709869-2 202	Carol Lane	03/14/2022	114.34	114.34	03/29/2022
151	NORTHWESTERN ENERGY	0709870-0 202	G Street Park - 422 S G	03/14/2022	199.98	199.98	03/29/2022
151	NORTHWESTERN ENERGY	0709871-8 202	Star Addition - Lights	03/14/2022	263.91	263.91	03/29/2022
151	NORTHWESTERN ENERGY	0709873-4 202	800 W Cambridge - Pump Station	03/14/2022	27.43	27.43	03/29/2022
151	NORTHWESTERN ENERGY	0709874-2 202	Werner Addition Pump	03/14/2022	210.45	210.45	03/29/2022
151	NORTHWESTERN ENERGY	0709875-9 202	900 River Drive Pump	03/08/2022	2,372.60	2,372.60	03/29/2022
151	NORTHWESTERN ENERGY	0709876-7 202	132 South B Street - B St Well	03/09/2022	1,187.58	1,187.58	03/29/2022
151	NORTHWESTERN ENERGY	0709877-5 202	200 E Reservoir (north side hill)	03/07/2022	481.81	481.81	04/06/2022
151	NORTHWESTERN ENERGY	0709878-3 202	227 River Drive - Concessions sta	03/10/2022	24.10	24.10	03/29/2022
151	NORTHWESTERN ENERGY	0709879-1 202	227 River Drive - Softball Field	03/09/2022	13.83	13.83	03/29/2022
151	NORTHWESTERN ENERGY	0709880-9 202	200 River Drive - Pool	03/10/2022	170.37	170.37	04/06/2022
151	NORTHWESTERN ENERGY	0709881-7 202	229 River Drive - Civic Center	03/09/2022	1,859.11	1,859.11	04/06/2022
151	NORTHWESTERN ENERGY	0709882-5 202	229 River Drive - Pump Civic Cent	03/14/2022	13.27	13.27	04/06/2022
151	NORTHWESTERN ENERGY	0709886-6 202	200 E Reservoir	03/14/2022	117.22	117.22	03/29/2022
151	NORTHWESTERN ENERGY	0709891-6 202	Cemetery Road Shop - 15 Fleshm	03/14/2022	151.78	151.78	03/29/2022
151	NORTHWESTERN ENERGY	0709892-4 202	40 Water Tower Avenue	03/14/2022	45.50	45.50	03/29/2022
151	NORTHWESTERN ENERGY	0709894-0 202	56 Water Tower	03/08/2022	513.86	513.86	03/29/2022
151	NORTHWESTERN ENERGY	0709914-6 202	1011 River Dr - Edge Water Sewe	03/08/2022	20.91	20.91	03/29/2022
151	NORTHWESTERN ENERGY	0719058-0 202	3 Rogers Lane Lift Station	03/08/2022	107.17	107.17	03/29/2022
151	NORTHWESTERN ENERGY	0719271-9 202	601 Robin Lane - Well	03/08/2022	325.15	325.15	04/06/2022
151	NORTHWESTERN ENERGY	0719272-7 202	4 Billman Lane - Well	03/08/2022	.00	.00	
151	NORTHWESTERN ENERGY	0719358-4 202	Street Lights - Livingston	03/14/2022	2,545.26	2,545.26	04/06/2022
151	NORTHWESTERN ENERGY	0719373-3 202	229 River Drive	03/14/2022	8.06	8.06	04/06/2022
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	03/07/2022	296.08	296.08	03/29/2022
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	03/07/2022	296.08	296.08	03/29/2022
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	03/07/2022	296.08	296.08	03/29/2022
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	03/07/2022	296.07	296.07	03/29/2022
151	NORTHWESTERN ENERGY	0720113-0 202	229 River Drive - CC Building	03/09/2022	192.24	192.24	04/06/2022
151	NORTHWESTERN ENERGY	0720122-1 202	400 North M	03/14/2022	10.02	10.02	04/06/2022
151	NORTHWESTERN ENERGY	0720176-7 202	Weimer Park	03/14/2022	6.47	6.47	03/29/2022
151	NORTHWESTERN ENERGY	0802599-1 202	608 W Chinook	03/14/2022	42.81	42.81	04/06/2022
151	NORTHWESTERN ENERGY	0933715-5 202	710 W Callender	03/14/2022	32.94	32.94	04/06/2022
151	NORTHWESTERN ENERGY	1134866-1 202	N 2nd & Montana & Chinook	03/14/2022	51.27	51.27	03/29/2022
151	NORTHWESTERN ENERGY	1134879-4 202	N 7th & Montana & Chinook	03/14/2022	27.41	27.41	03/29/2022
151	NORTHWESTERN ENERGY	1155965-5 202	229 River Drive	03/14/2022	6.00	6.00	03/29/2022
151	NORTHWESTERN ENERGY	1290352-2 202	School Flasher Park & 13th	03/14/2022	8.37	8.37	03/29/2022
151	NORTHWESTERN ENERGY	1441030-2 202	D & Geyser Well House	03/09/2022	1,528.53	1,528.53	03/29/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	1452951-5 202	Starlow on Monroe	03/08/2022	518.50	518.50	03/29/2022
151	NORTHWESTERN ENERGY	1493850-0 202	412 W Callender	03/14/2022	55.21	55.21	03/29/2022
151	NORTHWESTERN ENERGY	1498936-2 202	I90 & 89S-ing	03/14/2022	6.00	6.00	03/29/2022
151	NORTHWESTERN ENERGY	1594141-2 202	9th & 10th Lift Station	03/08/2022	26.49	26.49	03/29/2022
151	NORTHWESTERN ENERGY	1613803-4 202	M & N on Callender	03/14/2022	49.05	49.05	03/29/2022
151	NORTHWESTERN ENERGY	1728687-3 202	Transfer Station 408 Bennett Stre	03/07/2022	374.05	374.05	03/29/2022
151	NORTHWESTERN ENERGY	1747570-8 202	D & E on Callender	03/14/2022	35.91	35.91	03/29/2022
151	NORTHWESTERN ENERGY	1747572-4 202	F & G on Callender	03/14/2022	25.34	25.34	03/29/2022
151	NORTHWESTERN ENERGY	1893530-4 202	600 W Park	03/14/2022	63.24	63.24	03/29/2022
151	NORTHWESTERN ENERGY	1893536-1 202	E Street & Alley	03/14/2022	28.66	28.66	03/29/2022
151	NORTHWESTERN ENERGY	1893541-1 202	18 W Park	03/14/2022	84.76	84.76	03/29/2022
151	NORTHWESTERN ENERGY	1906055-7 202	815 North 13th - Soccer Fields	03/15/2022	1.61	1.61	03/29/2022
151	NORTHWESTERN ENERGY	2022.3.9 38372	3837245-4 220 E PARK	03/09/2022	936.97	936.97	03/29/2022
151	NORTHWESTERN ENERGY	2023479-5 202	900 W Geyser Street School Light	03/14/2022	6.36	6.36	03/29/2022
151	NORTHWESTERN ENERGY	2023484-5 202	1100 W Geyser Street School Lig	03/14/2022	6.36	6.36	03/29/2022
151	NORTHWESTERN ENERGY	2114861-4 202	132 South B Street Lights	03/14/2022	144.37	144.37	03/29/2022
151	NORTHWESTERN ENERGY	2138754-3 202	G Street Park - Mike Webb Park	03/14/2022	6.11	6.11	03/29/2022
151	NORTHWESTERN ENERGY	2171060-3 202	Scale House 408 Bennett Street	03/14/2022	106.80	106.80	03/29/2022
151	NORTHWESTERN ENERGY	3015965-1 202	330 Bennett - Fire Training Center	03/14/2022	137.47	137.47	03/29/2022
151	NORTHWESTERN ENERGY	3093003-6 202	114 West Summit	03/14/2022	27.83	27.83	03/29/2022
151	NORTHWESTERN ENERGY	3093023-4 202	320 North Main	03/14/2022	3.65	3.65	03/29/2022
151	NORTHWESTERN ENERGY	3093027-5 202	105 West Park	03/14/2022	40.29	40.29	03/29/2022
151	NORTHWESTERN ENERGY	3141997-1 202	C & D on Lewis	03/14/2022	22.19	22.19	03/29/2022
151	NORTHWESTERN ENERGY	3184602-5 202	202 South 2nd	03/14/2022	14.59	14.59	03/29/2022
151	NORTHWESTERN ENERGY	3210240-2 202	616 River Drive	03/14/2022	6.00	6.00	03/29/2022
151	NORTHWESTERN ENERGY	3258086-2 202	2800 East Park Lift Station	03/14/2022	465.84	465.84	03/29/2022
151	NORTHWESTERN ENERGY	3258262-9 202	320 Alpenglow Lift Station	03/07/2022	178.65	178.65	03/29/2022
151	NORTHWESTERN ENERGY	3267010-1 202	330 Bennett - Compactor	03/08/2022	46.58	46.58	03/29/2022
151	NORTHWESTERN ENERGY	3286284-9 202	3286284-9 101 STAR RD	03/08/2022	23.80	23.80	03/29/2022
151	NORTHWESTERN ENERGY	3287727-6 202	320 Alpenglow LN-	03/14/2022	36.25	36.25	03/29/2022
151	NORTHWESTERN ENERGY	3386783-9 202	Btwn G and H on Clark	03/14/2022	34.15	34.15	03/29/2022
151	NORTHWESTERN ENERGY	3386845-6 202	Btwn I and K on Callender	03/14/2022	29.33	29.33	03/29/2022
151	NORTHWESTERN ENERGY	3386846-4 202	Btwn 7th and 8th on Summit	03/14/2022	20.23	20.23	03/29/2022
151	NORTHWESTERN ENERGY	3506014-4 202	Brookstone/Elm	03/14/2022	5.28	5.28	03/29/2022
151	NORTHWESTERN ENERGY	3566038-0 202	114 East Callender	03/14/2022	18.83	18.83	03/29/2022
151	NORTHWESTERN ENERGY	3566039-8 202	115 East Lewis	03/14/2022	15.08	15.08	03/29/2022
151	NORTHWESTERN ENERGY	3585235-9 202	New WRF 316 Bennett	03/07/2022	14,237.48	14,237.48	03/29/2022
151	NORTHWESTERN ENERGY	3643752-3 202	115 East Clark	03/14/2022	34.47	34.47	03/29/2022
151	NORTHWESTERN ENERGY	3643753-1 202	112 East Clark	03/14/2022	39.44	39.44	03/29/2022
151	NORTHWESTERN ENERGY	3678204-3 202	502 River Dr. Pmp	03/10/2022	8.92	8.92	03/29/2022
151	NORTHWESTERN ENERGY	3725873-8 202	340 Bennett	03/14/2022	30.98	30.98	03/29/2022
151	NORTHWESTERN ENERGY	3753023-5 202	410 Bennett Transfer St Shop	03/07/2022	678.08	678.08	03/29/2022
151	NORTHWESTERN ENERGY	3787060-7 202	Green Acres Lights	03/14/2022	66.44	66.44	03/29/2022
151	NORTHWESTERN ENERGY	3787427-8 202	Green Acres Sub II Pk Co Ltg Dist	03/14/2022	204.06	204.06	03/29/2022
151	NORTHWESTERN ENERGY	3828216-6 202	203 W Callender	03/14/2022	24.40	24.40	03/29/2022
151	NORTHWESTERN ENERGY	3867654-0 202	2222 Willow Dr. Lt A	03/14/2022	.00	.00	03/29/2022
151	NORTHWESTERN ENERGY	3913678-3 202	Green Acres Park -	03/07/2022	5.86	5.86	03/29/2022
151	NORTHWESTERN ENERGY	3950711-6 202	Scenic Dr & Sweetgrass Ln Lights	03/14/2022	43.91	43.91	03/29/2022
Total NORTHWESTERN ENERGY:					36,562.14	36,562.14	
<b>OMDAHL EXCAVATION &amp; UTILITES INC</b>							
10002	OMDAHL EXCAVATION & UTILIT	3	2020 CIP PAY APP #3	02/02/2022	13,312.91	13,312.91	03/29/2022
10002	OMDAHL EXCAVATION & UTILIT	3	2020 CIP PAY APP #3	02/02/2022	10,681.25	10,681.25	03/29/2022
10002	OMDAHL EXCAVATION & UTILIT	3	2020 CIP PAY APP #3	02/02/2022	2,600.00	2,600.00	03/29/2022
10002	OMDAHL EXCAVATION & UTILIT	3	2020 CIP PAY APP #3	02/02/2022	23,453.48	23,453.48	03/29/2022
10002	OMDAHL EXCAVATION & UTILIT	3	2020 CIP PAY APP #3	02/02/2022	7,353.54	7,353.54	03/29/2022



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10002	OMDAHL EXCAVATION & UTILIT	3	2020 CIP PAY APP #3	02/02/2022	8,090.42	8,090.42	03/29/2022
10002	OMDAHL EXCAVATION & UTILIT	3	1 % GROSS RECEIPTS TAX	02/02/2022	654.92-	654.92-	03/29/2022
Total OMDAHL EXCAVATION & UTILITES INC:					64,836.68	64,836.68	
<b>O'NEILL, COREY</b>							
3823	O'NEILL, COREY	2022.3.25	TRAVEL REIMB	03/25/2022	854.00	854.00	04/06/2022
Total O'NEILL, COREY:					854.00	854.00	
<b>OPITZ, BAILEY</b>							
3770	OPITZ, BAILEY	2022.3	REFEREE	03/01/2022	120.00	120.00	03/29/2022
Total OPITZ, BAILEY:					120.00	120.00	
<b>O'REILLY AUTOMOTIVE, INC</b>							
2437	O'REILLY AUTOMOTIVE, INC	1558-22457	CaBIN FILTER	03/11/2022	14.92	14.92	04/12/2022
2437	O'REILLY AUTOMOTIVE, INC	1558-271962	Wiper Blades	03/05/2022	13.70	13.70	04/12/2022
Total O'REILLY AUTOMOTIVE, INC:					28.62	28.62	
<b>PARK COUNTY</b>							
272	PARK COUNTY	2022.3.1	BLACKFOOT COMM	03/01/2021	2,779.71	2,779.71	03/29/2022
272	PARK COUNTY	2022.3.18	1ST QUARTER WAGES IT	03/18/2022	19,172.50	19,172.50	03/29/2022
272	PARK COUNTY	2022.3.18	1ST QUARTER WAGES GIS	03/18/2022	15,967.00	15,967.00	03/29/2022
272	PARK COUNTY	2022.3.18	1ST QUARTER WAGES GIS	03/18/2022	2,281.00	2,281.00	03/29/2022
272	PARK COUNTY	2022.3.18	1ST QUARTER WAGES GIS	03/18/2022	2,281.00	2,281.00	03/29/2022
272	PARK COUNTY	2022.3.18	1ST QUARTER WAGES GIS	03/18/2022	2,281.00	2,281.00	03/29/2022
272	PARK COUNTY	2022.3.18	1ST QUARTER WAGES SANITA	03/18/2022	10,569.92	10,569.92	03/29/2022
272	PARK COUNTY	2022.3.18	1ST QUARTER BUILDING MAIN	03/18/2022	4,082.21	4,082.21	03/29/2022
272	PARK COUNTY	2022.3.18	1ST QUARTER MRDTF	03/18/2022	3,125.00	3,125.00	03/29/2022
272	PARK COUNTY	2022.3.19	2ND QUARTER WAGES IT	03/19/2022	17,237.50	17,237.50	03/29/2022
272	PARK COUNTY	2022.3.19	2ND QUARTER WAGES GIS	03/19/2022	11,732.00	11,732.00	03/29/2022
272	PARK COUNTY	2022.3.19	2ND QUARTER WAGES GIS	03/19/2022	1,676.00	1,676.00	03/29/2022
272	PARK COUNTY	2022.3.19	2ND QUARTER WAGES GIS	03/19/2022	1,676.00	1,676.00	03/29/2022
272	PARK COUNTY	2022.3.19	2ND QUARTER WAGES GIS	03/19/2022	1,676.00	1,676.00	03/29/2022
272	PARK COUNTY	2022.3.19	2ND QUARTER WAGES SANITA	03/19/2022	10,011.98	10,011.98	03/29/2022
272	PARK COUNTY	2022.3.19	2ND QUARTER BUILDING MAIN	03/19/2022	5,094.16	5,094.16	03/29/2022
272	PARK COUNTY	2022.3.19	2ND QUARTER MRDTF	03/19/2022	3,125.00	3,125.00	03/29/2022
Total PARK COUNTY:					114,767.98	114,767.98	
<b>PARK COUNTY CLERK &amp; RECORDER</b>							
1553	PARK COUNTY CLERK & RECO	2022.4.15	Ord no 3027 ZONING 26 FLESH	04/15/2022	32.00	32.00	04/15/2022
1553	PARK COUNTY CLERK & RECO	2022.4.15.1	Ord no 3028-ZONING 25 LOVES	04/15/2022	32.00	32.00	04/15/2022
1553	PARK COUNTY CLERK & RECO	2022.4.15.2	Ord no 3029-ZONING MONTAGU	04/15/2022	32.00	32.00	04/15/2022
Total PARK COUNTY CLERK & RECORDER:					96.00	96.00	
<b>PARK COUNTY TREASURER - TECH</b>							
1702	PARK COUNTY TREASURER - T	2022.3.21	FEB 2022 collections	03/21/2022	260.00	260.00	03/29/2022
Total PARK COUNTY TREASURER - TECH:					260.00	260.00	
<b>PARK COUNTY TREASURER/M.L.E.A.</b>							
2156	PARK COUNTY TREASURER/M.	2022.3.21	FEB 2022 collections	03/21/2022	320.00	320.00	03/29/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PARK COUNTY TREASURER/M.L.E.A.:					320.00	320.00	
<b>PARK COUNTY VICTIM WITNESS</b>							
1544	PARK COUNTY VICTIM WITNES	2022.3.21	FEB 2022 COLLECTIONS	03/21/2022	657.82	657.82	03/29/2022
Total PARK COUNTY VICTIM WITNESS:					657.82	657.82	
<b>PARK HIGH SCHOOL</b>							
1376	PARK HIGH SCHOOL	2022.3.7	Facility Use	03/07/2022	720.00	720.00	03/29/2022
Total PARK HIGH SCHOOL:					720.00	720.00	
<b>PITNEY BOWES</b>							
10001	PITNEY BOWES	2022.3.17	Postage - City Hall	03/17/2022	1,000.00	1,000.00	03/17/2022
10001	PITNEY BOWES	2022.3.6	Postage - City County Bldg	03/06/2022	1,005.00	1,005.00	03/06/2022
Total PITNEY BOWES:					2,005.00	2,005.00	
<b>POLYDYNE INC.</b>							
3144	POLYDYNE INC.	1620169	Clarifloc	02/21/2022	3,289.00	3,289.00	03/29/2022
3144	POLYDYNE INC.	1620175	Clarifloc	02/25/2022	3,289.00	3,289.00	03/29/2022
Total POLYDYNE INC.:					6,578.00	6,578.00	
<b>PROROVER</b>							
10003	PROROVER	2022.3.14	TREE REMOVAL	03/14/2022	20,800.00	20,800.00	04/12/2022
Total PROROVER:					20,800.00	20,800.00	
<b>QUILL CORPORATION</b>							
694	QUILL CORPORATION	23146937	PAPER	02/16/2022	71.98	71.98	03/29/2022
Total QUILL CORPORATION:					71.98	71.98	
<b>RDO EQUIPMENT</b>							
3592	RDO EQUIPMENT	1502663	ROLLER	12/20/2021	79,999.00	79,999.00	03/29/2022
3592	RDO EQUIPMENT	P5830316	MUSHROOM HEAD	03/11/2022	148.87	148.87	03/29/2022
Total RDO EQUIPMENT:					80,147.87	80,147.87	
<b>REDSTONE LEASING</b>							
3842	REDSTONE LEASING	2022.5.1	Lease 43 OF 60	04/01/2022	203.07	203.07	04/06/2022
Total REDSTONE LEASING:					203.07	203.07	
<b>RICHARD ORMISTON</b>							
10003	RICHARD ORMISTON	2022.3.4	REIMB TRAVEL	03/04/2022	148.59	148.59	04/12/2022
Total RICHARD ORMISTON:					148.59	148.59	
<b>RIVER BEND THREADS</b>							
2299	RIVER BEND THREADS	3698	UNIFORMS	04/05/2022	304.00	304.00	04/12/2022
Total RIVER BEND THREADS:					304.00	304.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>RIVERSIDE HARDWARE LLC</b>							
3659	RIVERSIDE HARDWARE LLC	161387	TAPE MOUNTING	03/22/2022	4.99	4.99	04/06/2022
Total RIVERSIDE HARDWARE LLC:					4.99	4.99	
<b>ROCKY MOUNTAIN CYCLE &amp; SM ENGINE REPAIR</b>							
10002	ROCKY MOUNTAIN CYCLE & S	2022.3.1	CHAIN SAW REPAIR	03/01/2022	92.64	92.64	04/12/2022
Total ROCKY MOUNTAIN CYCLE & SM ENGINE REPAIR:					92.64	92.64	
<b>RYLAN BEYE</b>							
10003	RYLAN BEYE	2022.3	REFEREE	03/01/2022	156.00	156.00	03/29/2022
Total RYLAN BEYE:					156.00	156.00	
<b>SAFEGUARD BUSINESS SYSTEMS</b>							
590	SAFEGUARD BUSINESS SYSTE	034934072	JUDGE CHECKS	04/08/2022	187.76	187.76	04/12/2022
Total SAFEGUARD BUSINESS SYSTEMS:					187.76	187.76	
<b>SAFETRAC</b>							
3143	SAFETRAC	35287	CDL Services	04/01/2022	224.00	224.00	04/12/2022
Total SAFETRAC:					224.00	224.00	
<b>SCHROETLIN, PHILIP</b>							
3730	SCHROETLIN, PHILIP	01027-2021	SUSPENDERS	05/10/2021	150.00	150.00	03/29/2022
Total SCHROETLIN, PHILIP:					150.00	150.00	
<b>SECURITY SOLUTIONS, INC.</b>							
3020	SECURITY SOLUTIONS, INC.	11106	Access Control CIVIC CENTER	03/10/2022	4,289.00	4,289.00	03/29/2022
Total SECURITY SOLUTIONS, INC.:					4,289.00	4,289.00	
<b>SIRCHIE</b>							
738	SIRCHIE	0534882-IN	Evidence BOX	03/10/2022	340.97	340.97	04/12/2022
Total SIRCHIE:					340.97	340.97	
<b>SLEEPING GIANT ANIMAL CLINIC</b>							
3645	SLEEPING GIANT ANIMAL CLINI	43741	YINDI	04/01/2022	255.00	255.00	04/12/2022
Total SLEEPING GIANT ANIMAL CLINIC:					255.00	255.00	
<b>STAFFORD ANIMAL SHELTER</b>							
1439	STAFFORD ANIMAL SHELTER	2022.3.9	Boarding AND VACC	03/09/2022	1,377.50	1,377.50	04/12/2022
Total STAFFORD ANIMAL SHELTER:					1,377.50	1,377.50	
<b>SWS EQUIPMENT</b>							
10000	SWS EQUIPMENT	0141102-IN	G1 GARBAGE TRUCK	03/16/2022	609.79	609.79	03/29/2022
10000	SWS EQUIPMENT	0141259-IN	GARBAGE TRUCK	03/21/2022	598.27	598.27	03/29/2022
Total SWS EQUIPMENT:					1,208.06	1,208.06	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>TARGET SOLUTIONS LEARNING LLC</b>							
3780	TARGET SOLUTIONS LEARNIN	INV43186	MEMBERSHIP	03/01/2022	2,725.56	2,725.56	03/29/2022
3780	TARGET SOLUTIONS LEARNIN	INV43186	MAINTENANCE	03/01/2022	2,725.56	2,725.56	03/29/2022
Total TARGET SOLUTIONS LEARNING LLC:					5,451.12	5,451.12	
<b>TARR, MARGARET</b>							
3586	TARR, MARGARET	2430060524	REIMB/ SEED BOMBS	04/02/2022	480.00	480.00	04/12/2022
Total TARR, MARGARET:					480.00	480.00	
<b>TEAR IT UP L.L.C.</b>							
2999	TEAR IT UP L.L.C.	52159	Shredding	03/16/2022	40.50	40.50	03/29/2022
Total TEAR IT UP L.L.C.:					40.50	40.50	
<b>THOMSON REUTERS - WEST</b>							
2823	THOMSON REUTERS - WEST	846126715	SOFTWARE	04/01/2022	315.76	315.76	04/12/2022
Total THOMSON REUTERS - WEST:					315.76	315.76	
<b>TOWN &amp; COUNTRY FOODS - LIVINGSTON</b>							
2595	TOWN & COUNTRY FOODS - LI	2022.4.6	Supplies	04/06/2022	45.40	45.40	04/12/2022
2595	TOWN & COUNTRY FOODS - LI	5	StalION SUPPLIES	03/30/2022	23.97	23.97	04/12/2022
Total TOWN & COUNTRY FOODS - LIVINGSTON:					69.37	69.37	
<b>TRANSUNION RISK &amp; ALTERNATIVE</b>							
3376	TRANSUNION RISK & ALTERNA	380349-20220	investigative resear	03/01/2022	75.00	75.00	04/12/2022
Total TRANSUNION RISK & ALTERNATIVE:					75.00	75.00	
<b>ULINE</b>							
3564	ULINE	145197711	triPOD EASEL	02/16/2022	164.48	164.48	03/29/2022
Total ULINE:					164.48	164.48	
<b>UNITEDHEALTHCARE</b>							
3760	UNITEDHEALTHCARE	17340013	PEDDO000	03/11/2022	319.62	319.62	04/12/2022
Total UNITEDHEALTHCARE:					319.62	319.62	
<b>US BANK EQUIPMENT FINANCE</b>							
10001	US BANK EQUIPMENT FINANCE	466888179	PRINTER	03/04/2022	264.27	264.27	03/29/2022
Total US BANK EQUIPMENT FINANCE:					264.27	264.27	
<b>UTILITIES UNDERGROUND LOCATION</b>							
3472	UTILITIES UNDERGROUND LO	2035093	Excavation Notifica	03/31/2022	75.36	75.36	04/12/2022
3472	UTILITIES UNDERGROUND LO	2035093	Excavation Notifica	03/31/2022	75.36	75.36	04/12/2022
3472	UTILITIES UNDERGROUND LO	2035093	Excavation Notifica	03/31/2022	75.36	75.36	04/12/2022
Total UTILITIES UNDERGROUND LOCATION:					226.08	226.08	
<b>VERIZON WIRELESS</b>							
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	64.00	64.00	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	48.89	48.89	03/29/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	20.10	20.10	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	20.10	20.10	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	20.10	20.10	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	20.10	20.10	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	64.00	64.00	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	44.74	44.74	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	20.10	20.10	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	20.10	20.10	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	44.74	44.74	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	20.10	20.10	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	20.10	20.10	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	44.74	44.74	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	17.82	17.82	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	17.02	17.02	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	20.10	20.10	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	20.10	20.10	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	20.10	20.10	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	14.00	14.00	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	12.40	12.40	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	48.89	48.89	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	44.74	44.74	03/29/2022
879	VERIZON WIRELESS	9901361865	MARCH 2022 CELLPHONES	03/08/2022	43.99	43.99	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	45.93	45.93	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	34.96	34.96	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	82.43	82.43	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	10.71	10.71	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	10.71	10.71	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	20.65	20.65	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	49.70	49.70	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	20.65	20.65	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	20.65	20.65	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	20.65	20.65	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	20.65	20.65	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	20.65	20.65	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	20.65	20.65	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	20.65	20.65	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	20.65	20.65	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	45.93	45.93	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	12.74	12.74	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	20.65	20.65	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	20.65	20.65	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	20.65	20.65	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	20.65	20.65	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	20.65	20.65	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	12.74	12.74	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	12.74	12.74	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	12.74	12.74	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	45.93	45.93	03/29/2022
879	VERIZON WIRELESS	9901361866	MARCH 2022 CELLPHONES	03/08/2022	45.35	45.35	03/29/2022
Total VERIZON WIRELESS:					1,421.58	1,421.58	
<b>WESTERN DRUG</b>							
1396	WESTERN DRUG	365524	Patient Supplies	03/24/2022	74.79	74.79	04/12/2022
Total WESTERN DRUG:					74.79	74.79	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>WHISTLER TOWING, LLC</b>							
3237	WHISTLER TOWING, LLC	13396	IMPOUND	03/03/2022	125.00	125.00	04/12/2022
3237	WHISTLER TOWING, LLC	13403	IMPOUND	03/17/2022	170.00	170.00	04/12/2022
3237	WHISTLER TOWING, LLC	6777	GARBAGE TRUCK	03/09/2022	524.65	524.65	03/29/2022
3237	WHISTLER TOWING, LLC	6811	M4 REPAIR	03/15/2022	210.00	210.00	03/29/2022
3237	WHISTLER TOWING, LLC	6827	OILCHANGE M2	03/23/2022	188.15	188.15	04/12/2022
3237	WHISTLER TOWING, LLC	6841	G1 REPAIR	03/31/2022	855.02	855.02	04/12/2022
Total WHISTLER TOWING, LLC:					2,072.82	2,072.82	
<b>WISPWEST.NET</b>							
2087	WISPWEST.NET	714794	Internet	03/15/2022	73.46	73.46	04/12/2022
2087	WISPWEST.NET	719230	Civic Center	04/01/2022	84.19	84.19	04/12/2022
Total WISPWEST.NET:					157.65	157.65	
<b>XYLEM DEWATING SOLUTION, INC.</b>							
2432	XYLEM DEWATING SOLUTION, I	401152538	SEWAGE PUMP	03/02/2022	12,647.10	12,647.10	03/29/2022
2432	XYLEM DEWATING SOLUTION, I	401157925	HOSPITAL LS / WATER SEWER I	03/28/2022	13,756.59	13,756.59	04/12/2022
Total XYLEM DEWATING SOLUTION, INC.:					26,403.69	26,403.69	
Grand Totals:					537,886.85	537,886.85	

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

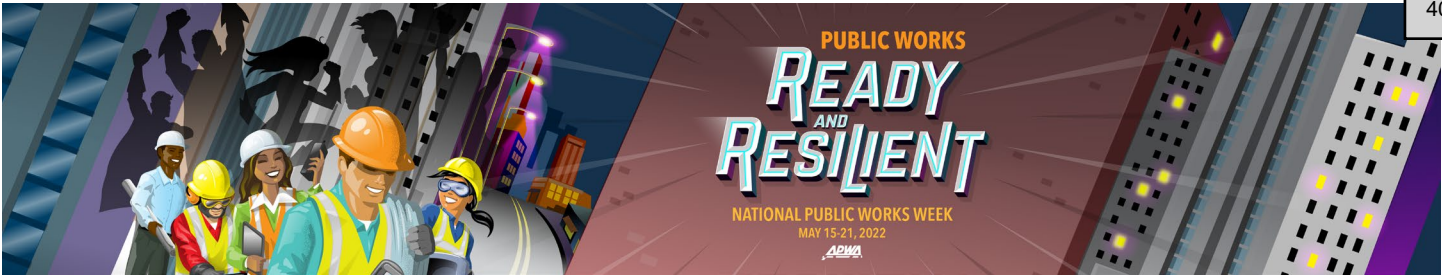
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\_\_\_\_\_

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

**File Attachments for Item:**

**A. NATIONAL PUBLIC WORKS WEEK PROCLAMATION, MAY 15 – 21, 2022, “READY AND RESILIENT”.**



**National Public Works Week Proclamation**

**May 15 – 21, 2022**

**“Ready and Resilient”**

**WHEREAS**, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Livingston, Montana; and,

**WHEREAS**, these infrastructures, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

**WHEREAS**, it is in the public interest for the citizens, civic leaders and children in the City of Livingston to gain knowledge of and to maintain ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

**WHEREAS**, the year 2022 marks the 62<sup>nd</sup> annual National Public Works Week sponsored by the American Public Works Association; and,

**NOW BE IT RESOLVED, I**, Melissa Nootz, Chair of the Livingston City Commission, do hereby designate the week May 15 – 21, 2022 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Livingston.

[ Seal ]

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
**Melissa Nootz, Chair, Livingston City Commission**

\_\_\_\_\_  
**Faith Kinnick, Recording Secretary**





**File Attachments for Item:**

**A. RON NEMETZ, CHAIR, OF THE HISTORIC PRESERVATION COMMISSION, PRESENTS THE 2021 ANNUAL REPORT.**

Livingston Historic Preservation Commission  
 Report to the City Commission / 2021 Annual Update  
 January 10, 2022

The Livingston Historic Preservation Commission is comprised of a City Preservation Officer, Mathieu Menard, and 5 members of the community: Ron Nemetz, Chair, Bob Ebinger, Jack Luther, Tom Blurock, and Lindie Gibson.

The Commission met 12 times in 2021 either through Zoom or in-person meetings.

The Historic Preservation Commission accomplished the following in 2021:

1. The HPC elected officers for the 2021 term.
2. The HPC heard, reviewed, and approved or made recommendations to the City Commission on at least 22 business sign applications, 5 building façade renovations or updates, the new First Interstate Bank building signage, the *Brutus the Bear* mural, and the proposed renovations to the old JC Penny Building.
3. The HPC heard, reviewed, and approved one property for the City of Livingston Tax Abatement Program.
4. The HPC, in collaboration with the City, applied and was approved for the yearly Certified Local Government Grant.
5. The HPC received the Historical Survey Property Record Forms for the Harvat Block, 100 N. Main Street.
6. The HPC terminated the Downtown District Historical Survey property records preparer yearly contract with Jessie Nunn.
7. The HPC met with, heard, and discussed the Downtown Plan update with the Community Design Center.
8. Ron Nemetz was re-appointed by the City as a Historic Preservation Commissioner.
9. Lindie Gibson was appointed by the City as a Historic Preservation Commissioner.
10. The HPC searched for a replacement for the property records preparer.
11. The HPC discussed, commented on, and provided recommendations to the City for the City of Livingston's Growth Policy.
12. The HPC discussed and acted on at least 3 non-compliant properties.
13. The HPC worked with downtown property owners on historical markers and signs.
14. The HPC prepared an update for and recommended the City accept the Zoning Ordinance changes related to sign regulations and guidelines in the Historic District.
15. The HPC has had ongoing discussions related its role in ensuing compliance in the Downtown Historic District.
16. The HPC has had discussions regarding creating historic design review guidelines.
17. The HPC engaged with MSU Architecture students on the Inventory of Space Utilization and the Opportunity Site Designs forum.

The Historic Preservation Commission is looking forward to a continued relationship with the City of Livingston and implementing the HPC Preservation Plan for 2022.

Respectfully,

Ron M Nemetz, Chair  
 Livingston Historic Preservation Commission

**File Attachments for Item:**

**A. RESOLUTION NO. 5032: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT AMENDMENT WITH THE MONTANA DEPARTMENT OF COMMERCE FOR AN EXTENSION OF THE MONTANA MAIN STREET CONTRACT # MT-MMS-20-006.**

**RESOLUTION NO. 5032**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT AMENDMENT WITH THE MONTANA DEPARTMENT OF COMMERCE FOR AN EXTENSION OF THE MONTANA MAIN STREET CONTRACT # MT-MMS-20-006.**

\*\*\*\*\*

**WHEREAS**, via Resolution No. 3785, dated September 2006, the City Commission authorized the participation in the Montana Main Street Program; and

**WHEREAS**, in 2020, the City of Livingston received a \$15,000 grant to help fund a new downtown plan, and the current Urban Design Framework Master Plan is over 20-years old; and

**WHEREAS**, efforts to update the plan were delayed due to the commission’s desire to first conduct and finalize a comprehensive update to the growth policy, that process taking longer than expected, in part due to COVID, and included voting to extend the adoption of the Growth Policy past the initial contract deadline and additional public meetings; and

**WHEREAS**, the City Commission approved a new growth policy in June 2021, and identified one of the goals in the new growth policy is to update our downtown plan; and

**WHEREAS**, in addition to the departure of our deputy planning director, who would be responsible for helping oversee the downtown plan process, on March 28<sup>th</sup>, the City has sent a request for a contract extension to the Montana Main street Program for one year through the end of March 2023. Montana Department of Commerce has agreed to the contract extension through March 31, 2024, as indicated by the attached contract amendment incorporated herein and by reference as Exhibit A;

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

That the City Manager is hereby authorized to sign the contract amendment with Montana Department of Commerce for an extension of the Montana Main Street Contract #MT-MMS-20-006.

**PASSED, AND APPROVED,** by the City Commission of the City of Livingston, Montana, this 3<sup>rd</sup> day of May, 2022.

---

**MELISSA NOOTZ, Chair**

**ATTEST:**

**APPROVED TO AS FORM:**

---

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

---

**COURTNEY JO LAWELLIN**  
**City Attorney**

**MONTANA DEPARTMENT OF COMMERCE  
CONTRACT AMENDMENT #MT-MMS-20-006A  
CITY OF LIVINGSTON**

This Contract Amendment is entered into by and between the City of Livingston, Montana (the Grantee), and the Montana Department of Commerce (the Department), Helena, Montana.

The Grantee and the Department mutually agree to amend Contract #MT-MMS-20-006 (the Contract), executed on June 8, 2020; as follows:

- I. Section 5, **EFFECTIVE DATE AND TIME OF PERFORMANCE** is amended to read as follows:

Section 5. **EFFECTIVE DATE AND TIME OF PERFORMANCE**

- (a) This Contract shall take effect upon execution by the parties and will terminate on June 30, 2024 or upon approval of Grantee's Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.
  - (b) All authorized expenses to be reimbursed must be incurred by the Grantee between February 5, 2020 and March 31, 2024. All requests for reimbursement must be submitted to the Department within ninety (90) days after March 31, 2024.
  - (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A-I. The Grantee may modify the implementation schedule set forth in Exhibit A-I only with prior written approval of the Department.
  - (d) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least sixty (60) days prior to June 30, 2024.
2. Exhibit A has been amended. Please refer to Amended Exhibit A-I, which is attached to the Contract and specifically incorporated herein by this reference. Amended Exhibit A-I, supersedes and replaces previous versions of Exhibit A in their entirety.
  3. All other provisions of the Contract remain in full force and effect.

**CITY OF LIVINGSTON:**

\_\_\_\_\_  
Michael Kardoes, City Manager Date

**ATTEST:**

\_\_\_\_\_  
Faith Kinnick, City Clerk

**APPROVED AS TO FORM:**

DocuSigned by:  
*Courtney Jo Lawellin*  
\_\_\_\_\_  
Courtney Lawellin, City Attorney

**MONTANA DEPARTMENT OF COMMERCE**

\_\_\_\_\_  
Renee Lemon, Division Administrator Date  
Community Development Division

**EXHIBIT A-I**  
Implementation Schedule

TASK	QUARTERS, 2020				QUARTERS, 2022			
	1st J F M	2nd A M J	3rd J A S	4th O N D	1st J F M	2nd A M J	3rd J A S	4th O N D
<b><u>PROJECT START-UP</u></b>								
Contract (City and DOC)		<b>X</b>						
<b><u>PROCUREMENT OF PROFESSIONAL ASSISTANCE</u></b>								
Publish Request for Proposals						<b>X</b>		
Select Consultant and Develop Contract						<b>X</b>		
Execute Agreement						<b>X</b>		
<b><u>PROJECT IMPEMANATION</u></b>								
Stakeholder engagement and outreach							<b>X</b>	
Develop draft Plan							<b>X</b>	
Public review and comment								<b>X</b>
Revisions based on public comment								<b>X</b>
<b><u>PROJECT CLOSE OUT</u></b>								
Final plan adoption								<b>X</b>
Project Completion Report/Final Request for Funds								<b>X</b>
Contract End Date								<b>2024</b>



### Contract Information Sheet

Division staff are required to complete the items in blue print.

<p><b>Date of Gov. Award Letter</b> <u>2/5/2020</u></p> <p><b>Contract Number:</b> <u>MT-MMS-20-006A</u></p> <p><b>Contractor's Name:</b> <u>Town of Livingston</u></p> <p><b>Contractor Liaison:</b> _____</p> <p><b>Contractor's Liaison Email:</b> _____</p> <p><b>Approved to Form Name:</b> <u>Courtney Lawellin</u></p> <p><b>Approved to Form Email:</b> <a href="mailto:cityattorney@livingstonmontana.org">cityattorney@livingstonmontana.org</a></p> <p><b>Contractor (Signee) Name:</b> <u>Michael Kardoes</u></p> <p><b>Contractor's Email:</b> <a href="mailto:mkardoes@livingstonmontana.org">mkardoes@livingstonmontana.org</a></p> <p><b>Contractor's Address:</b> <u>414 E Callender Street</u></p> <p><b>Contractor's Address 2:</b> <u>Livingston, MT 59047</u></p> <p><b>Attest Name:</b> <u>Faith Kinnick</u></p> <p><b>Attest Email:</b> <a href="mailto:fkinnick@livingstonmontana.org">fkinnick@livingstonmontana.org</a></p> <p>_____ (Federal Funds Required)</p> <p><b>Current Term Amount:</b> _____</p> <p><b>Total Contract Value:</b> <u>\$15,000</u></p> <p><b>Organization Number:</b> <u>522700</u></p> <p><b>RFP Number (if applicable):</b> <u>N/A</u></p> <p><b>Program Number:</b> <u>51</u></p> <p><b>Contract Type:</b> <u>Grant</u></p> <p><small>(Standard, Sole Source, Exigency, Term Contract, Lease, MOU, PO, Grant)</small></p>	<p><b>Date Met Start up:</b> _____</p> <p><b>Division:</b> _____</p> <p><u>CDD</u></p> <p><b>Vendor Number:</b> _____</p> <p style="text-align: right;"><u>23478</u></p> <p><b>Begin Date:</b> _____</p> <p style="text-align: right;"><u>6/8/2020</u></p> <p><b>End Date:</b> _____</p> <p style="text-align: right;"><u>6/30/2024</u></p> <p><b>Absolute End Date:</b> _____</p> <p><u>N/A</u></p> <p><b>Original Contract FY:</b> _____</p> <p><b>Funding Source:</b> _____</p> <p><u>State</u></p> <p><small>(State, Federal, Both, Other)</small></p>
--	--

**Contract Usage:**

(As Needed, Fixed, No Cost)

<b>Purpose of this contract:</b>	The purpose of this Contract is to provide funding to the Grantee for main street activities approved by the Department under the Montana Main Street Program ("MMS" or "Program").
<b>Scope &amp; duties of this contract:</b>	Professional Services to complete a Downtown Master Plan for the City of Livingston.

<b>Liaison:</b> <u>Mackenzie Espeland</u>	<b>Program Manager:</b> <u>Tash Wisemiller</u>
<b>Liaison Email:</b> <a href="mailto:mackenzie.espeland@mt.gov">mackenzie.espeland@mt.gov</a>	_____
<b>Liaison Phone:</b> <u>406.841.2794</u>	<b>Additional Email:</b> _____

<p><b>Signatures:</b></p> <p>Division Administrator <u><i>Renee Lemon</i></u> <u>4/6/2022</u>  <small>DocuSigned by: 532189669400...</small></p> <p>Fiscal Review <u><i>Kassie Clement</i></u> <u>4/6/2022</u>  <small>DocuSigned by: 00713558485408...</small></p> <p>Legal Counsel <u><i>Ty Jones</i></u> <u>4/6/2022</u>  <small>DocuSigned by: 598022D39B44443...</small></p> <p>Deputy Director _____</p> <p>OBPP _____</p>	<p><b>Carbon Copies:</b></p> <p>Liaison: <input checked="" type="checkbox"/></p> <p>Director (&gt; \$200K): <input type="checkbox"/></p> <p>Deputy Director (&lt;\$25K): <input type="checkbox"/></p> <p>Perceptive: <input checked="" type="checkbox"/></p>
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### Certificate Of Completion

Envelope Id: 908E173A4B1D4AA1869ABFD19648ED54  
Subject: Montana Department of Commerce Contract #MT-MMS-20-006A for signature.  
Source Envelope:  
Document Pages: 4  
Certificate Pages: 6  
AutoNav: Enabled  
Envelopeld Stamping: Enabled  
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent  
  
Envelope Originator:  
Contracts Admin  
PO Box 200501  
301 S. Park Ave  
Helena, MT 596200501  
doccontracts@esign.mt.gov  
IP Address: 161.7.39.7

### Record Tracking

Status: Original  
4/5/2022 2:10:08 PM  
Holder: Contracts Admin  
doccontracts@esign.mt.gov  
Location: DocuSign

### Signer Events

Renee Lemon  
Renee.lemon@mt.gov  
Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
*Renee Lemon*  
E33182A66949400...

Timestamp  
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Viewed: 4/6/2022 2:57:12 PM  
Signed: 4/6/2022 2:59:59 PM

Signature Adoption: Pre-selected Style  
Signed by link sent to Renee.lemon@mt.gov  
Using IP Address: 161.7.40.94

**Electronic Record and Signature Disclosure:**  
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ID: ed25ccc0-1ef0-4edf-8054-9d04dca744c8

Kassie Clement  
Kassie.clement@mt.gov  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Kassie Clement*  
007113FE94BB408...

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Viewed: 4/6/2022 3:34:20 PM  
Signed: 4/6/2022 3:34:28 PM

Signature Adoption: Pre-selected Style  
Signed by link sent to Kassie.clement@mt.gov  
Using IP Address: 161.7.39.7

**Electronic Record and Signature Disclosure:**  
Accepted: 4/6/2022 3:34:20 PM  
ID: b17edacb-ecff-4881-9bc3-bcebea7bd8d6

Ty Jones  
ty.jones@mt.gov  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Ty Jones*  
598022D39B44443...

Sent: 4/6/2022 3:34:30 PM  
Viewed: 4/6/2022 4:37:43 PM  
Signed: 4/6/2022 4:38:14 PM

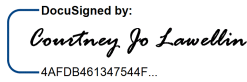
Signature Adoption: Pre-selected Style  
Signed by link sent to ty.jones@mt.gov  
Using IP Address: 161.7.39.7

**Electronic Record and Signature Disclosure:**  
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ID: e13718cc-c5cd-4eca-9dc0-bcfd51a44277

**Signer Events**

Courtney Jo Lawellin  
cityattorney@livingstonmontana.org  
Security Level: Email, Account Authentication  
(None)

**Signature**



Signature Adoption: Pre-selected Style  
Signed by link sent to  
cityattorney@livingstonmontana.org  
Using IP Address: 209.200.198.193

**Timestamp**

Sent: 4/6/2022 4:38:16 PM  
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Signed: 4/13/2022 9:05:01 AM

**Electronic Record and Signature Disclosure:**

Accepted: 4/13/2022 9:02:21 AM  
ID: 7f098a61-ef38-4aeb-bf31-9de1c9c6ec1c

Michael Kardoes  
mkardoes@livingstonmontana.org  
City Manager  
Security Level: Email, Account Authentication  
(None)

Sent: 4/13/2022 9:05:04 AM  
Viewed: 4/13/2022 10:25:53 AM

**Electronic Record and Signature Disclosure:**

Accepted: 4/13/2022 10:25:53 AM  
ID: 6c6c4a19-499e-44f4-96d1-75b567cb1c0f

Faith Kinnick  
fkinnick@livingstonmontana.org  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 1/25/2022 10:55:36 AM  
ID: 96822d7d-8950-49fe-8f69-6bca4b5aba80

Renee Lemon  
Renee.lemon@mt.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 4/10/2022 4:54:33 PM  
ID: 3201b2d8-705b-4cb6-ba16-4cfeb6d65dee

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Mackenzie Espeland  
Mackenzie.espeland@mt.gov  
Security Level: Email, Account Authentication  
(None)



Sent: 4/5/2022 2:22:03 PM  
Viewed: 4/11/2022 12:15:15 PM

**Electronic Record and Signature Disclosure:**

Accepted: 4/12/2022 11:20:08 AM  
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**Carbon Copy Events**

**Status**

**Timestamp**

Tash Wisemiller  
twisemiller@mt.gov

**COPIED**

Sent: 4/5/2022 2:22:03 PM  
Viewed: 4/5/2022 2:55:41 PM

CEV Program Manager  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 4/12/2022 12:13:27 PM  
ID: cc37e91d-34db-47a5-8829-4d4afe929319

Adam Schafer  
aschafer@mt.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
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**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent

Hashed/Encrypted

4/5/2022 2:22:03 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, MT Dept of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact MT Dept of Commerce:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docontracts@mt.gov](mailto:docontracts@mt.gov)

**To advise MT Dept of Commerce of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [docontracts@mt.gov](mailto:docontracts@mt.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from MT Dept of Commerce**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [docontracts@mt.gov](mailto:docontracts@mt.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with MT Dept of Commerce**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [docontracts@mt.gov](mailto:docontracts@mt.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify MT Dept of Commerce as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by MT Dept of Commerce during the course of my relationship with you.

**File Attachments for Item:**

**B. RESOLUTION NO. 5033: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING CERTAIN PROPERTY ABANDONED OR SURPLUS AND DIRECTING THAT PROPERTY TO BE SOLD AT AUCTION.**



**RESOLUTION NO. 5033**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING CERTAIN PROPERTY ABANDONED OR SURPLUS AND DIRECTING THAT PROPERTY TO BE SOLD AT AUCTION.**

\*\*\*\*\*

**WHEREAS**, Montana Code Annotated §7-1-4123, §7-5-4101, §7-8-4201, and §61-12-401 authorize a City to enter agreements to manage its affairs which includes selling or disposing of any interest in personal property in the possession, custody, or control of the City; and

**WHEREAS**, previous abandoned/impounded property has been sold at auction by Resolutions 3383,4397,4510,4567,4588,4727 and 4900. The city has determined certain property that has been impounded and/or abandoned should be declared surplus and sold at auction; and said items are listed on Exhibit A attached hereto and incorporated herein; and

**WHEREAS**, the City of Livingston intends to hold an auction for the abandoned property on June 10, 2022; and

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

The City Commission of the City of Livingston, Montana, does hereby declare the property listed in Exhibit A is abandoned or surplus, and hereby directs that said property be sold at the auction scheduled for June 10, 2022.

**PASSED, ADOPTED, AND APPROVED**, by the City Commission of the City of Livingston, this 3rd day of May 2022.

\_\_\_\_\_  
**MELISSA NOOTZ, Chair**

**ATTEST:**

**APPROVED TO AS FORM:**

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

\_\_\_\_\_  
**COURTNEY LAWELLIN**  
**City Attorney**

**Auction 2022**

**LPD Property and City Property**

Credenza (long narrow desk)

Cabinets (Old Cupboards)

Metal Desk

Handheld Sony Video Recorder

(2) Desk Work Stations

Wood Book Shelf

4 Drawer File Cabinet

(2) Flat Screen Computer Monitors

2013 Ford Taurus (no back seat)

1992 Dodge Dak Truck VIN: 1B7FL16GXNS580431 (Public Works Vehicle)

3 Yokohama TY287 semi truck tires on rims. 1 matching rim with no tire

3 large indoor gym lights

**Abandoned Property**

Green Backpack

Gray Cooler Power Bank Backpack

Kids Backpack

(2) lunch boxes

Green Backpack

Shoes

Ear plugs

Black Camera Bag / lens cleaner/Access

Camo Backpack

(2) Flashlights

Columbus Denali Backpack

Vehicle Floor mats

Black Backpack

Clothing

Knives

Misc Tools

Kids Life Jacket

Pet Carrier Backpack

Windshield Cover

Black Purse/Backpack

Wallets

Springfield SDX Magazine

Binoculars

Nikon Pro Staff 35 Binoculars

Burris Signature Binoculars

USB Charger

First Aid Kit

Jumper Cables

Large Woofer Speaker

Blue / Gray Backpack

Hair Clipper Guard

Road Pro

Red/Back small backpack

JBL GO2 Speaker

(7) Nintendo Switch Games

“My Charger”

Wicker Picnic Basket

Metal Pet Bowl Holder

Greco Pac N Play

Plastic Tote

Handheld Jab Saw

Jewelry/turquoise watch band

Misc glasses

**Impounded Vehicles**

- 2000 White Dodge Neon Vin/ 1B3ES46C7YD813575
- 1997 Black Ford EPR Sport Utility Vin/ 1FMDU34E8VUD52008
- 1996 Dark Green Pontiac Grand Prix Vin/ 1G2NE12M7TM564856
- 1996 Cream Audi A6 Quattro 2.8 AWD Vin/WAUJA84A6TN083117
- 1994 Black GMC YKN Vin/ 1GKEK18K3RJ722120
- 1994 Silver GMC Sierra K2500 Vin/1GTGK29K6RE544270
- 1986 White Chevy Truck Vin/1GCDC14HXGS116979
- 1972 Red/White CRL Boat Vin/MTZ03010E989 and trailer
- 1996 Green Subaru Legacy Vin/4S3BK4353T7312715
- 1973 Blue Dodge ZZZ Truck Vin/D17AE3S097574
- 2003 Blue Hyundai Tiburon Vin/KMHNN65F63U059695
- 1995 Black Honda 4DR Vin/JHMEH969SS001355
- 1997 Red Oldsmobile Regency Vin/1G3HC52K2V4825799
- 1985 White Ford Ranger Vin/1FTBR10C7FUC09347
- 1997 Teal Chev Cavalier Vin/1G1JC5241V7132054
- 2006 Silver GMC Envoy Vin/1GKDT13S562217525
- 1997 Blue/Gray Chev C1500 Truck Vin/1GCEC14R0VZ229163
- 2008 Black Chev Cobalt Sedan Vin/1G1AJ55F687240886
- 2012 Silver GMC Acadia SLT 1 Vin/1GKKVRED5CJ114542
- 1999 Silver/Green Chev Prizm/LSI Vin/1Y1SK5288XZ438642
- 1992 Black/Gray GMC Suburban K1500 Vin/1GKFK16K2NJ701874
- 1990 Black Ford F250 Truck Vin/1FTHF26G9LPA41630
- 2001 Ford Focus Vin/1FAFP363X1W276909

1994 Red Chev Blazer S10 Vin/1GNDDT13W7R0120994  
1988 White Ford F150 Truck Vin/1FTDF15N5JPA65302  
1993 Red Chev Caprice Vin/1G1BL53E3PW152696  
1976 Blue Chev Monte Carlo Vin/1H57U6Z486101  
1998 Silver Nissan Frontier Vin/1N6DD21S8WC343127  
2002 Black Honda CRV Vin/JHLRD78532C018159  
2002 Silver Ford Escort Vin/3FAFP13P12R216064  
2001 Bronze Pontiac Bonneville Vin/1G2HX54K814222811  
2004 Chrysler Sebring Vin/1C3EL46X74N289173  
1991 Red Chev C2500 Truck Vin/2GCGK29K3M1170789  
Car Dolly Trailer No Vin #  
1988 Blue Ford F250 Truck Vin/2FTHF26M2JCA50366  
1974 White/Green KITM Travel Trailer Vin/CGDSM1650SCS12005  
1994 Blue Honda Accord Sedan 4DR Vin/JHMCD5655RC078236  
2004 Blue Ford Explorer Vin/1FMZU73K64ZA61884  
2011 Silver Ford Fusion Vin/3FAHP0HA6BR175289  
2004 Gray Volkswagen Toureg 3.2 Vin/WVGBC77L74D076138  
2002 Black Volkswagen Passat Vin/WVWSH63B12P014257  
2004 Maroon Cadillac Escalade Vin/1GYEK63N94R118294  
2008 Silver Ford Focus Vin/1FAHP35N38W133354  
1970'S Chief Train 5<sup>th</sup> Wheel Camper  
2004 Gray Chev Venture Vin/1GNDX03E7D191216  
2003 Silver Subaru Forester Vin/JF1SG65643H728839  
1997 Green Honda Accord Vin/1HGCD5635VA049942  
2005 Blue Dodge Grand Caravan SE Vin/1D4GP24R65B427034  
Misc Bicycles

**File Attachments for Item:**

**C. RESOLUTION NO. 5034: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH WGM GROUP THE VIEW VISTA SEWER AND WATER EXTENSION PRELIMINARY ENGINEERING REPORT (PER), AND AUTHORIZATION TO EXECUTE THE AGREEMENT.**



April 19, 2022

**Shannon Holmes**  
PUBLIC WORKS DIRECTOR  
City of Livingston  
220 East Park Street  
Livingston, MT 59047

Re: View Vista Sewer and Water Extension PER – Scope of Work

Dear Shannon:

WGM Group, Inc. is pleased to be selected by the City of Livingston for professional engineering services related to the View Vista Sewer and Water Main Extension PER. Based on our conversations with City staff and review of available information, we understand the existing onsite sewer and water facilities currently serving the View Vista community are aging and the community has been in discussion with the City regarding extension of City services. City sewer and water mains existing adjacent to the property and the City is willing to provide service with coordination of other City projects and funding interests. We further understand the goal is to have this PER completed by September 2022, for possible use with future grant applications.

**SCOPE OF SERVICES**

Based on our project understanding and our experience with this and similar projects, we have developed this scope of work with the following goals and objectives:

- Establish a baseline of the existing sewer and water systems and design criteria for future wastewater generation and water demands.
- Evaluate wastewater and water alternatives and costs for improvements that will address current operational issues and meet future demands.
- Provide a Preliminary Engineering Report (PER) following the outline provided in the Uniform Application for Montana Public Facility Projects for use in supporting future funding applications for sewer and/or water improvements.

WGM Group will provide the following services:

**Phase 01: Review Background Information \$3,500**

Utilize background information provided by the City of Livingston and obtained through WGM research, conduct interviews with operators, current owner and/or residents and collect existing data to gain an understanding of the existing systems, operations and known issues. This includes reviewing available historic data and reports, a site visits for system overview, developing and understanding of the system controls and operations. Schematic maps of the existing systems will be prepared for use in this study effort that identify our findings of the existing systems.

Deliverables: Base maps of existing water and sewer systems based on best available information

**Phase 02: Establish Sewer and Water System Design Criteria** **\$1,900**

Work with View Vista Court and the City of Livingston to establish future wastewater generation and water demands that should be considered for the systems. Future wastewater generation and water demands will be considered when analyzing the existing systems as well as alternatives for system improvements.

Deliverables: Design criteria to be document in PER

**Phase 03: Alternative Sewer and Water Improvements Analysis** **\$10,100**

Alternatives will be developed based on the established design criteria and the findings of the existing systems. Screening will consist of a brief review of each alternative will be conducted to assess general feasibility and selection of alternatives that warrant further consideration and detailed analysis. Two or three alternatives are anticipated to be considered for detailed analysis. Detailed analysis of the select alternatives will include schematic layouts, operation considerations, energy, and land requirements, estimates of probable costs, regulatory and permitting requirements, environmental considerations, and constructability. Based on this analysis and consultation with View Vista residents and the City of Livingston, a preferred alternative will be selected for system improvements.

Deliverables: To be included in PER

**Phase 04: Preliminary Engineering Report** **\$13,300**

Prepare a Preliminary Engineering Report following the outline of the Uniform Preliminary Engineering Report for Montana Public Works Facility Projects for the sewer and water systems. The report will incorporate the work completed in other tasks and document the project need, existing conditions, wastewater generation, alternatives considered, alternative analysis, and selection of the preferred alternatives. Cost estimates will be prepared in the alternative analysis, including present worth analysis. Based on the findings of the PER, and consultation with View Vista residents and the City of Livingston, a recommendation will be provided for future efforts and project implementation. The PER may be utilized by the City and/or View Vista community to accompany future grant application for project funding.

Deliverables: Preliminary Engineering Report

**Phase 05: Funding Options** **\$1,200**

Review state and federal funding options for the final design and construction of the identified improvements based on preliminary cost estimates. This information will be included in the recommendation for project implementation.

Deliverables: To be included in other tasks

**ADDITIONAL SERVICES**

Services not specifically described in the tasks above are not included in this scope of work.

**FEE ESTIMATE**

Our fees will be billed on a lump sum basis with a total cost of **\$30,000**. Fees are valid through August 2022 and may need to be adjusted if the project extends beyond this date. A cost summary is provided below.



Scope of Work – View Vista Sewer and Water PER  
April 19, 2022  
Page 3 of 3

<b>COST SUMMARY</b>	
01 – Review Background Information	\$3,500
02 – Establish System Design Criteria	\$1,900
03 – Alternative Screening and Analysis	\$10,100
04 – Preliminary Engineering Report	\$13,300
05 – Funding Options	\$1,200
<b>TOTAL</b>	<b>\$30,000</b>

**SCHEDULE**

We are prepared to begin work upon receipt of a signed contract and will work with the City to identify project milestones for completion of the project by September 1, 2022.

Thank you for the opportunity to provide these services. Please contact us at 406.728.4611 if you have any questions or would like to further discuss this proposal.

Sincerely,  
WGM Group, Inc.



**Jonathan L. Gass, PE, LEED AP**  
PRINCIPAL ENGINEER

—

JLG: la

Encl. Contract

**PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 330 Bennett Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and WGM Group, Inc., a Montana corporation with its principal office located at 109 East Main Street, Ste B, Bozeman, Montana (hereinafter referred to as the “Engineer”; and together with the City, the “Parties”).

RECITALS:

- A. The City desires to complete the project commonly known as the View Vista Community Sewer and Water Extension Preliminary Engineering Report (the “Project”), which Project requires certain Civil Engineering Consultant services to be performed in connection therewith.
- B. The City now desires to engage Engineer to perform professional engineering services in the form of the View Vista Community Sewer and Water Extension Preliminary Engineering Report and the Engineer desires to perform the services, all according to the terms and conditions set forth below.
- C. The Engineer is engaged in the business of professional engineering, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform for the Project and is ready, willing and able to undertake and perform the same 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. PURPOSE AND SCOPE OF SERVICES. City agrees to retain Engineer to perform all services and comply with all obligations specified or indicated in **Exhibit A**, which is attached hereto and incorporated herein as if fully set forth in this Paragraph 2, and as set forth and described in the Standard General Conditions of the General Services Agreement

the City entered into. (the services described in this Paragraph 2 shall be collectively referred to hereinafter as the “Services”).

3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Engineer agrees that all hiring will be on the basis of merit and qualifications and that the Engineer 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. NATURE OF RELATIONSHIP.
  - a. The Engineer 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 Engineer shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Engineer has been and will continue to be free from the control or direction of the City in the performance of this Agreement.
  - b. Engineer shall not be considered an employee of the City for purposes of tax, retirement system, or social security, FICA withholding, or for any other purpose. Engineers are not subject to the terms and provisions of the City’s personnel policies and may not be considered a City employee for workers’ compensation or any other purpose.
  - c. The Engineer 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.
  - d. The Engineer, 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.
  - e. Engineer shall furnish all labor, materials, supplies and incidentals necessary to conduct and complete the Services.

5. ENGINEER'S REPRESENTATIONS AND WARRANTIES. The Engineer represents and warrants as follows:
- a. It and its employees are licensed by the State of Montana as engineers and agree to perform the Services in a professional manner according to the standards of care, skill, knowledge, and diligence, normally exercised by a professional engineer and in accordance with sound engineering and construction management practices. In the event any service is found to be out of conformance with the foregoing standards, the Engineer, at its own expense, shall make such changes, modifications or additions as are necessary to remedy the deficiency.
  - b. 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.
  - c. It will comply with all applicable laws, rules, ordinances, and regulations, adopted or promulgated by any governmental agency or regulatory body, whether State, federal or local, 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 itself or for any employees engaged by the Engineer in performance of this Agreement.
  - d. It will comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71 of the Montana Code Annotated, and the Occupational Disease Act of Montana, Title 39, Chapter 71 of the Montana Code Annotated, and shall maintain workers' compensation coverage for all members and employees of the Engineer, except for those members who are exempted by law. Engineer shall furnish copies showing proof of workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana or proof of exemption from workers' compensation granted by law for independent contractors, including subcontractors. Proofs of coverage are collectively attached to this Agreement as Exhibit B.
  - e. It has reviewed the project and this Agreement 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.

6. PAYMENT.

- a. For the satisfactory completion of the Services, the City will pay the Engineer a sum not to exceed \$30,000. Each specific service the Engineer provides under this Agreement, and the maximum amount the City will pay the Engineer for each, is set forth in Exhibit A.
- b. The Engineer may submit monthly requests for payment based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed.
- c. In connection with obtaining payment under this Agreement, Engineer 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 Engineer assumes responsibility for the late filing of a claim.
- d. In the event the Engineer seeks payment or compensation for work, materials, or services not included in this Agreement, and the exhibits hereto, the Engineer must seek prior written authorization from the City before such expenditure is incurred. If the Engineer fails to obtain prior written authorization, the Engineer shall not be entitled to payment for the unauthorized work, materials or services.

7. TERMINATION OF THIS AGREEMENT. The City reserves the right to terminate this Agreement for any and all causes, or for its convenience, at any time upon thirty (30) days written notice to the Engineer. If termination is effected by the City for default, an equitable adjustment in the fee shall be made, but no amount shall be allowed for anticipated profit or unperformed services. If termination is effected by the City for reasons of convenience, an equitable adjustment in the fee shall be made, including reasonable profit. The equitable adjustment for any termination shall provide for payment to the Engineer for services rendered and expenses incurred prior to the termination. Upon termination, the Engineer will cease work and deliver to the City all data, design drawings, specifications, reports, estimates, summaries, and such other information and material accumulated by the Engineer in performing this Agreement whether completed or in progress.

8. OWNERSHIP AND PUBLICATION OF MATERIALS. All documents, design drawings, data, specifications, reports, estimates, and such other information and material accumulated or prepared as a result of this Agreement are the property of the City, and the City shall have exclusive and unrestricted authority to release, publish, or otherwise use, in whole or in part, information relating thereto. Any use without written verification or adaptation by the Engineer for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Engineer.
9. INDEMNIFICATION AND HOLD HARMLESS. This paragraph applies to claims brought by third parties against Engineer or City. The Engineer waives any and all claims and recourse against the City, its officers, agents or employees, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the Engineer's performance of this Agreement, except for liability arising out of concurrent or sole negligence or wrongdoing of the City or its officers, agents or employees. Further, the Engineer will indemnify and hold harmless, the City, its officers, employees and agents against any and all claims, demands, damages, costs, expenses or liability arising out of the Engineer's negligence or wrongdoing in the performance of this Agreement.
10. INSURANCE. In addition to any other insurance which Engineer may choose to carry, the Engineer shall, at its sole expense, maintain in effect during the performance of this Agreement all of the following insurance: (a) workers' compensation as required by state law; (b) comprehensive commercial general liability insurance, including personal injury liability, automobile, blanket contractual liability and broad-form property damage liability coverage with a single limit of \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$5,000,000 excess/umbrella liability; (c) professional liability with a limit of \$1,000,000 per claim and \$1,500,000 aggregate made against Engineer for errors or omissions in the performance of this Agreement. Engineer's certificates of insurance are attached hereto and incorporated herein as **Exhibit B**. 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.
11. CONFLICT OF INTEREST. The Engineer covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of the Services. The Engineer further covenants that, in performing this Agreement, it will employ no person who has any such interest.

12. 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.
13. 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.
14. 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.
15. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Project and supersedes all prior agreements and understandings between the Parties with respect to the Project.
16. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
17. TIME IS OF THE ESSENCE. Time is of the essence in performance of this Agreement.  
  
WGM Group, Inc. will provide the City a draft report of the study by September 30<sup>th</sup>, 2022.
18. 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.

19. 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. 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 Engineer 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.
  
20. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
  
21. LIAISON. The designated liaisons with the City are Shannon Holmes and Martha O'Rourke, both of whom can be reached at (406) 222-5667. The Engineer's liaison is Jonathan Gass, P.E. who can be reached at (406) 728-4611.
  
22. ATTORNEY FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.
  
23. 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.



*[Remainder of page intentionally left blank]*

*[Signatures on following page]*

**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**

**WGM Group, INC.,  
A Montana corporation**

\_\_\_\_\_  
**Michael J. Kardoes**

\_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

[ Exhibit A ]

[ Scope of Services & Rate Schedule]

[ Exhibit B ]

[ Certificates of Insurance ]

**File Attachments for Item:**

**D. RESOLUTION NO. 5035: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT THAT GRANTS AN EASEMENT TO THE CITY THROUGH THE PROPERTY OF SCHOOL DISTRICT #4, AT THE HIGH SCHOOL, FOR THE INSTALLATION AND MAINTENANCE OF A SEWER LINE.**

**RESOLUTION NO. 5035**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT THAT GRANTS AN EASEMENT TO THE CITY THROUGH THE PROPERTY OF SCHOOL DISTRICT #4, AT THE HIGH SCHOOL, FOR THE INSTALLATION AND MAINTENANCE OF A SEWER LINE.**

WHEREAS, the City of Livingston has plans to install new sewer lines to provide service to the Civic Center and adjacent property in and around Sacajawea Park in Livingston, Montana; and

WHEREAS, the School District #4 owns a piece of property through which the City desires to run the new sewer lines, and to install and maintain that sewer service, which property is described as follows:

**A 20-foot-wide easement for the installation and maintenance of a sewer line, as set forth in Exhibit A, in and across a portion of Plat No 425 located in Gov't Lot 3 in the SE ¼ of Section 13, Township 2 South, Range 9 E, P.M.M. in the City of Livingston, Park County Montana, on file and of record in the office of the Park County Clerk and Recorder; and**

WHEREAS, the easement is linear in shape and has an approximate length of 575 feet; and

WHEREAS, the parties have agreed that no money will be exchanged and that the benefit of the bargain for the agreement is contained within the easement agreement; and

WHEREAS, upon the Livingston City Commission's approval, the City Manager is ready and willing to execute and deliver the Easement, which document is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, a map that depicts the location of the easement is attached to the Easement.

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

The City Manager is hereby authorized to execute and deliver the Easement, which document is attached hereto and incorporated herein as Exhibit B.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 3<sup>rd</sup> day of May 2022.

\_\_\_\_\_  
**MELISSA NOOTZ - Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
**COURTNEY LAWELLIN**  
**City Attorney**

MONTANA  
 MATTHEW  
 MCGEE  
 NO. 39023PE  
 PROFESSIONAL ENGINEER

80

REV	DATE	REVISION

**T&H**  
 Engineering

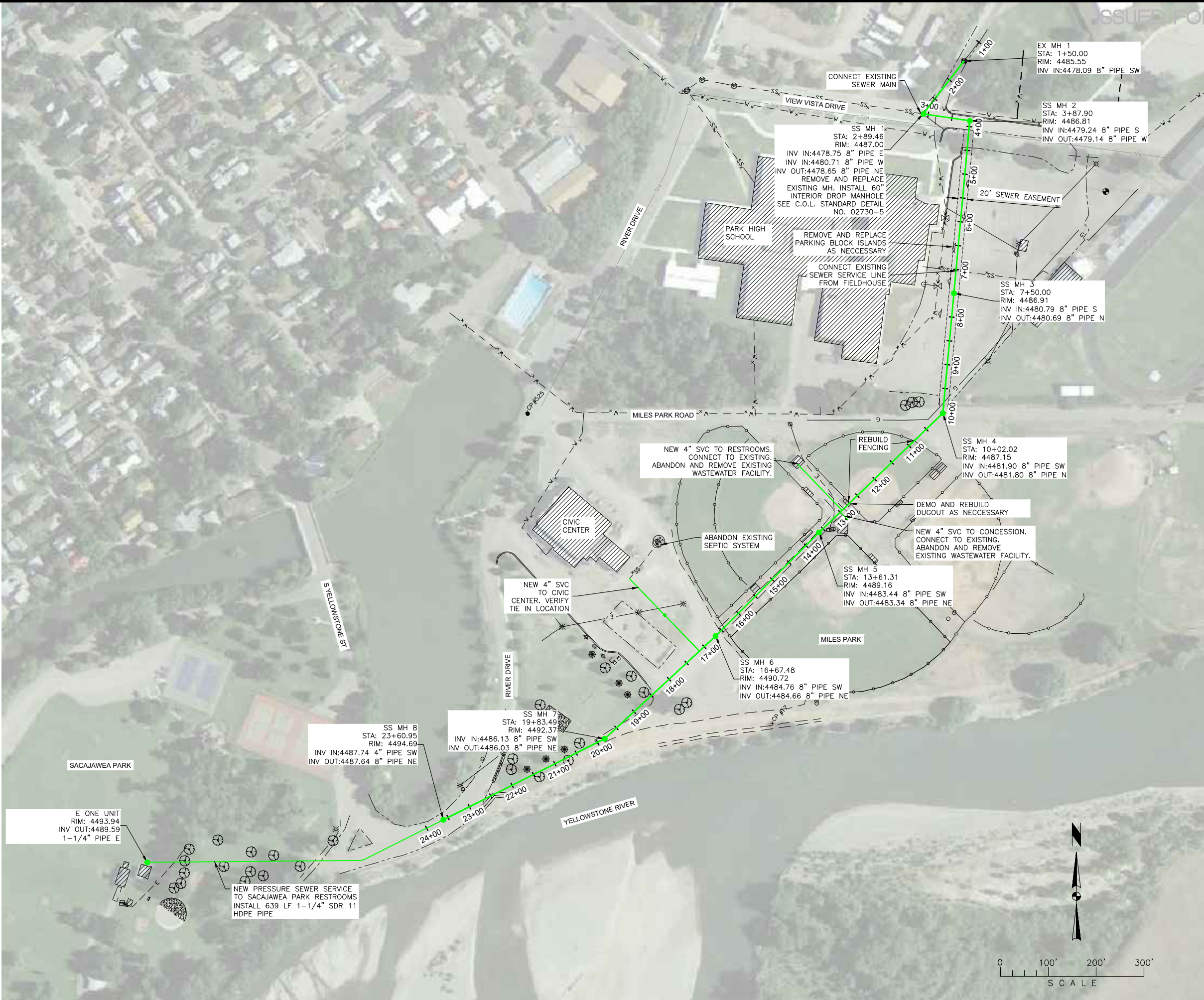
406.686.0277 • t&hengineering.com

224 E. BABCOCK ST., SUITE 3 • BOZEMAN, MONTANA 59715

DRAWN BY:  
 DESIGNED BY:  
 QUALITY CHECK:  
 DATE:  
 JOB NO.  
 FIELDBOOK

**CITY OF LIVINGSTON CIVIC CENTER SEWER EXTENSION  
 LIVINGSTON, MT**

**PLAN OVERVIEW**



CONNECT EXISTING SEWER MAIN

VIEW VISTA DRIVE

RIVER DRIVE

EX MH 1  
 STA: 1+50.00  
 RIM: 4485.55  
 INV IN:4478.09 8" PIPE SW

SS MH 2  
 STA: 3+87.90  
 RIM: 4486.81  
 INV IN:4479.24 8" PIPE S  
 INV OUT:4479.14 8" PIPE W

SS MH 1  
 STA: 2+89.46  
 RIM: 4487.00  
 INV IN:4478.75 8" PIPE E  
 INV IN:4480.71 8" PIPE W  
 INV OUT:4478.65 8" PIPE NE  
 REMOVE AND REPLACE EXISTING MH. INSTALL 60" INTERIOR DROP MANHOLE SEE C.O.L. STANDARD DETAIL NO. 02730-5

20' SEWER EASEMENT

PARK HIGH SCHOOL

REMOVE AND REPLACE PARKING BLOCK ISLANDS AS NECESSARY

CONNECT EXISTING SEWER SERVICE LINE FROM FIELDHOUSE

SS MH 3  
 STA: 7+50.00  
 RIM: 4486.91  
 INV IN:4480.79 8" PIPE S  
 INV OUT:4480.69 8" PIPE N

MILES PARK ROAD

NEW 4" SVC TO RESTROOMS. CONNECT TO EXISTING. ABANDON AND REMOVE EXISTING WASTEWATER FACILITY.

REBUILD FENCING

SS MH 4  
 STA: 10+02.02  
 RIM: 4487.15  
 INV IN:4481.90 8" PIPE SW  
 INV OUT:4481.80 8" PIPE N

DEMOS AND REBUILD DUGOUT AS NECESSARY

CIVIC CENTER

ABANDON EXISTING SEPTIC SYSTEM

NEW 4" SVC TO CONCESSION. CONNECT TO EXISTING. ABANDON AND REMOVE EXISTING WASTEWATER FACILITY.

SS MH 5  
 STA: 13+61.31  
 RIM: 4489.16  
 INV IN:4483.44 8" PIPE SW  
 INV OUT:4483.34 8" PIPE NE

RIVER DRIVE

NEW 4" SVC TO CIVIC CENTER. VERIFY TIE IN LOCATION

SS MH 6  
 STA: 16+67.48  
 RIM: 4490.72  
 INV IN:4484.76 8" PIPE SW  
 INV OUT:4484.66 8" PIPE NE

MILES PARK

SS MH 7  
 STA: 19+83.49  
 RIM: 4492.37  
 INV IN:4486.13 8" PIPE SW  
 INV OUT:4486.03 8" PIPE NE

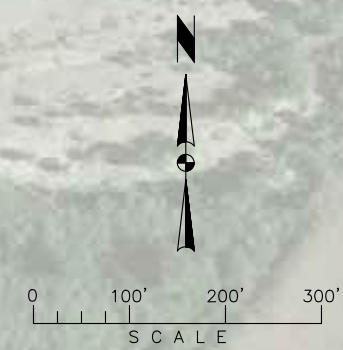
SACAJAWEA PARK

SS MH 8  
 STA: 23+60.95  
 RIM: 4494.69  
 INV IN:4487.74 4" PIPE SW  
 INV OUT:4487.64 8" PIPE NE

E ONE UNIT  
 RIM: 4493.94  
 INV OUT:4489.59  
 1-1/4" PIPE E

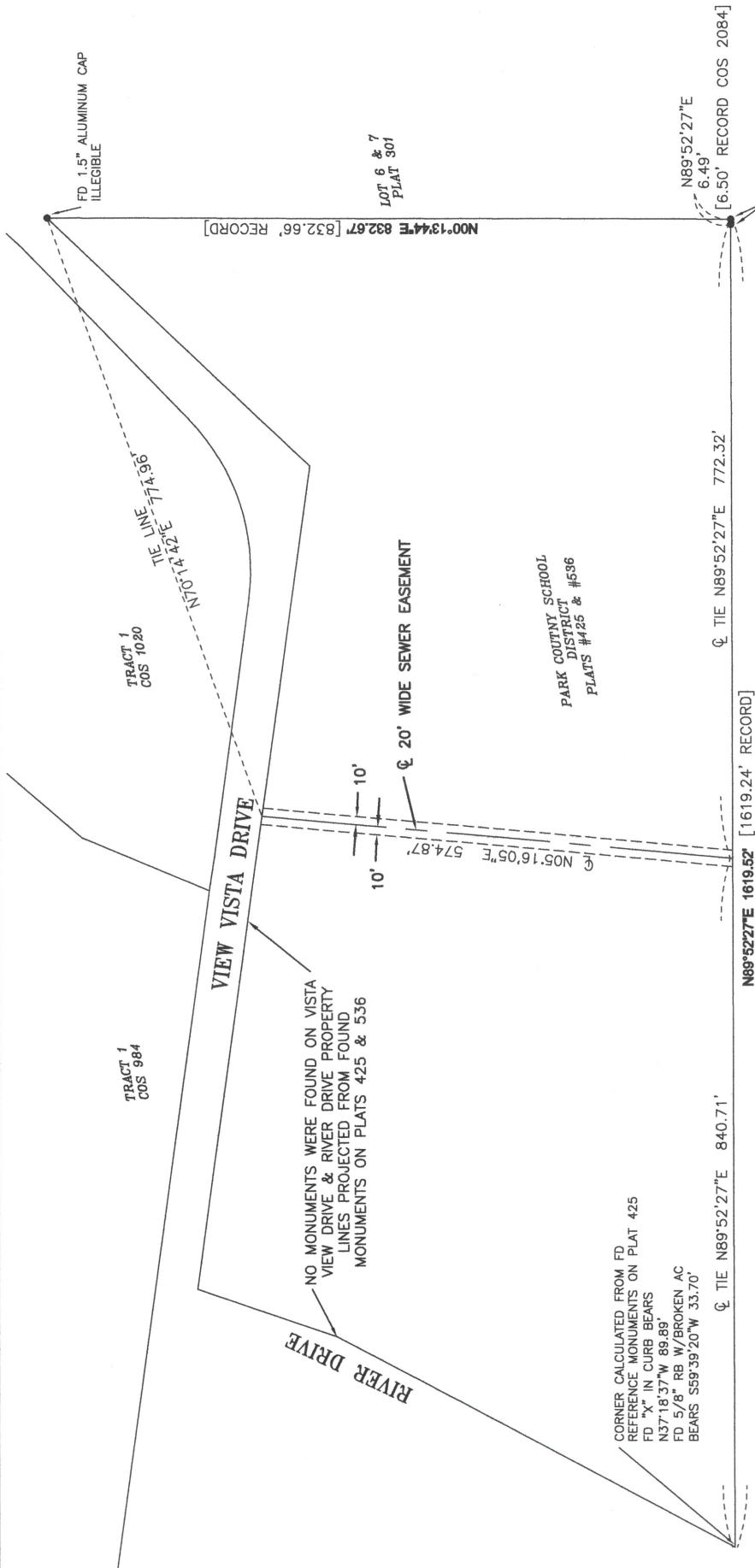
NEW PRESSURE SEWER SERVICE TO SACAJAWEA PARK RESTROOMS  
 INSTALL 639 LF 1-1/4" SDR 11 HDPE PIPE

YELLOWSTONE RIVER





**EXHIBIT**  
**SEWER EASEMENT**  
 ACROSS A PORTION OF PLAT NO. 425  
 LOCATED IN GOV'T LOT 3 IN THE SE 1/4 OF SEC. 13, T2S, R9E, PMM,  
 CITY OF LIVINGSTON, PARK COUNTY, MONTANA



**SURVEYOR CERTIFICATE**

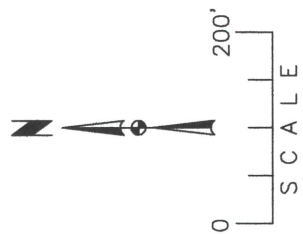
I, Bradley S. Tainer, do hereby certify that this exhibit is based on field work performed under my supervision on September 15, 2016, and that the information shown hereon is true and correct to the best of my knowledge.

Dated this 29<sup>th</sup> day of March, 2022

*Bradley S. Tainer*

Bradley S. Tainer, PLS  
 Montana License No. 75545 LS

THIS EXHIBIT SHOULD BE CONSIDERED  
 PRELIMINARY & SHOULD NOT BE  
 RECORDED UNLESS SIGNED AND SEALED



BEARING BASIS: WGS 84 AS DETERMINED BY SURVEY GRADE GPS RECEIVERS WITH THE CENTRAL MERIDIAN RUNNING THROUGH LAT. 45°39'31.71" N, LONG. 110°34'06.15" W.

<b>DRAWN BY:</b>	<b>BST</b>
<b>QUALITY CHECK:</b>	
<b>DATE:</b> 3/29/22	<b>FB:</b> 177/37
<b>JOB NO.</b>	<b>B21-081</b>
<b>CAD NO.</b> 21081 SEWER X1.dwg	
<b>LAYOUT:</b>	



RETURN TO:  
City of Livingston  
220 East Park Street  
Livingston, MT 59047

**SEWER PIPELINE ACCESS EASEMENT AND AGREEMENT**

THIS EASEMENT, made the \_\_\_ day of \_\_\_\_\_ by and between SCHOOL DISTRICT #4, of 132 South B Street in Livingston, Montana 59047, as the owner and hereinafter called the Grantor, and the CITY OF LIVINGSTON of 220 East Park Street in Livingston Montana 59047, hereinafter called the Grantee, hereby Grantor does hereby grant, bargain, and convey an EASEMENT unto the said Grantees and to their successors and assigns forever across and for those certain lands and premises situated in the County of Park, State of Montana, to-wit:

**A 20-foot-wide easement for the installation and maintenance of a sewer line, as set forth in Exhibit A, in and across a portion of Plat No 425 located in Gov't Lot 3 in the SE ¼ of Section 13, Township 2 South, Range 9 E, PMM in the City of Livingston, Park County Montana, on file and of record in the office of the Park County Clerk and Recorder.**

TO HAVE AND TO HOLD the same, unto the said Grantee and to their successors and assigns forever, SUBJECT TO THE FOLLOWING:

This grant includes the right of the GRANTEE, its successors, permittees, licensees, and assigns and its and their agents and employees, to enter at all times upon the above-described land by using existing roads or trails or otherwise by a route causing the least damage and inconvenience to the GRANTOR(S) in order to survey and establish the route and location of the easement and the pipeline and to:

- (1) Construct, operate, patrol, repair, substitute, remove, enlarge, replace, and

maintain the pipeline, services, connections, accessories and appurtenances;

(2) Trim, remove, destroy, or otherwise control any trees and brush inside or outside the boundaries of the easement which may, in the opinion of the GRANTEE, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of the pipeline;

(3) Grade the land subject to this easement and extend the cuts and fills of this grading into and on the land adjacent to that which is subject to this easement to the extent GRANTEE may find reasonably necessary; and

(4) Support the pipeline across ravines and water courses with structures which GRANTEE deems necessary.

THE GRANTEE AGREES:

(1) That, in connection with the construction, operating, patrolling, repairing, substituting, removing, enlarging, replacing, and maintaining of said sewer pipeline(s), it will repair or replace, at its sole expense, or pay to GRANTOR(S) the reasonable value of any damages to asphalt, existing fences, ditches and other appurtenances of said land that may be disturbed by its operation.

(2) That, during operations involving excavation, it will cut and remove asphalt from the trenching area. It will remove from the site any large rocks or surplus excavating material or any debris that may have been exposed by the excavation and remains after backfilling is completed. And, it will leave the finished surface in substantially the same condition as existed prior to the beginning of operations.

THE GRANTOR(S) AGREES:

(1) At no time will they build, construct, erect or maintain any permanent structure within the boundaries of said easement without the prior written consent of GRANTEE.

(2) At no time will they modify the finished grade of the land over the pipeline by removal of existing soil or by placement of fill material within the boundaries of said easement without the prior written consent of the GRANTEE.

(3) The GRANTOR(S) warrants that they are lawfully seized and possessed of the

real property described above, that they have a lawful right to convey the property, or any part of it, and that they will forever defend the title to this property against the claims of all persons.

(4) The GRANTEE may peaceably hold and enjoy the rights and privileges herein granted without any interruption by the GRANTOR(S). The terms, covenants and provisions of this easement and agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has set their hand hereto, the \_\_\_\_ day of \_\_\_\_\_, 2022 first above written.

\_\_\_\_\_  
By \_\_\_\_\_, as the designated representative of School District #4

STATE OF MONTANA )  
: ss.  
County of PARK )

IN WITNESS WHEREOF, this instrument was acknowledged before me by \_\_\_\_\_ as the designated representative of School District #4. I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public for the State of Montana

**ACCEPTED:**

\_\_\_\_\_  
CITY OF LIVINGSTON  
By \_\_\_\_\_  
City Manager

STATE OF MONTANA )  
  ) ss.  
County of Park                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public for the State of Montana, personally appeared MICHAEL KARDOES, known to me to be the City Manager for the City of Livingston and the persons whose names are subscribed to the within instrument, and acknowledged to me that he executed the same for and on behalf of the City of Livingston.

(SEAL)

\_\_\_\_\_  
Notary Public for the State of Montana

**File Attachments for Item:**

**E. RESOLUTION NO. 5036: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH PARK COUNTY, FOR THE RELINQUISHMENT OF CONTROL OVER JOINT-OWNED PROPERTY, FOR THE DEVELOPMENT OF RECREATIONAL TRAILS ON OLD BOULDER ROAD.**

**RESOLUTION NO. 5036**

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

\*\*\*\*\*

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

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

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

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

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

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

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

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

**APPROVED AND ADOPTED**, by the City Commission of the City of Livingston, this 3rd day of May 2022.

---

**MELISSA NOOTZ, Chair**

**ATTEST:**

**APPROVED TO AS FORM:**

---

**FAITH KINNICK,  
Recording Secretary**

---

**COURTNEY LAWELLIN,  
City Attorney**

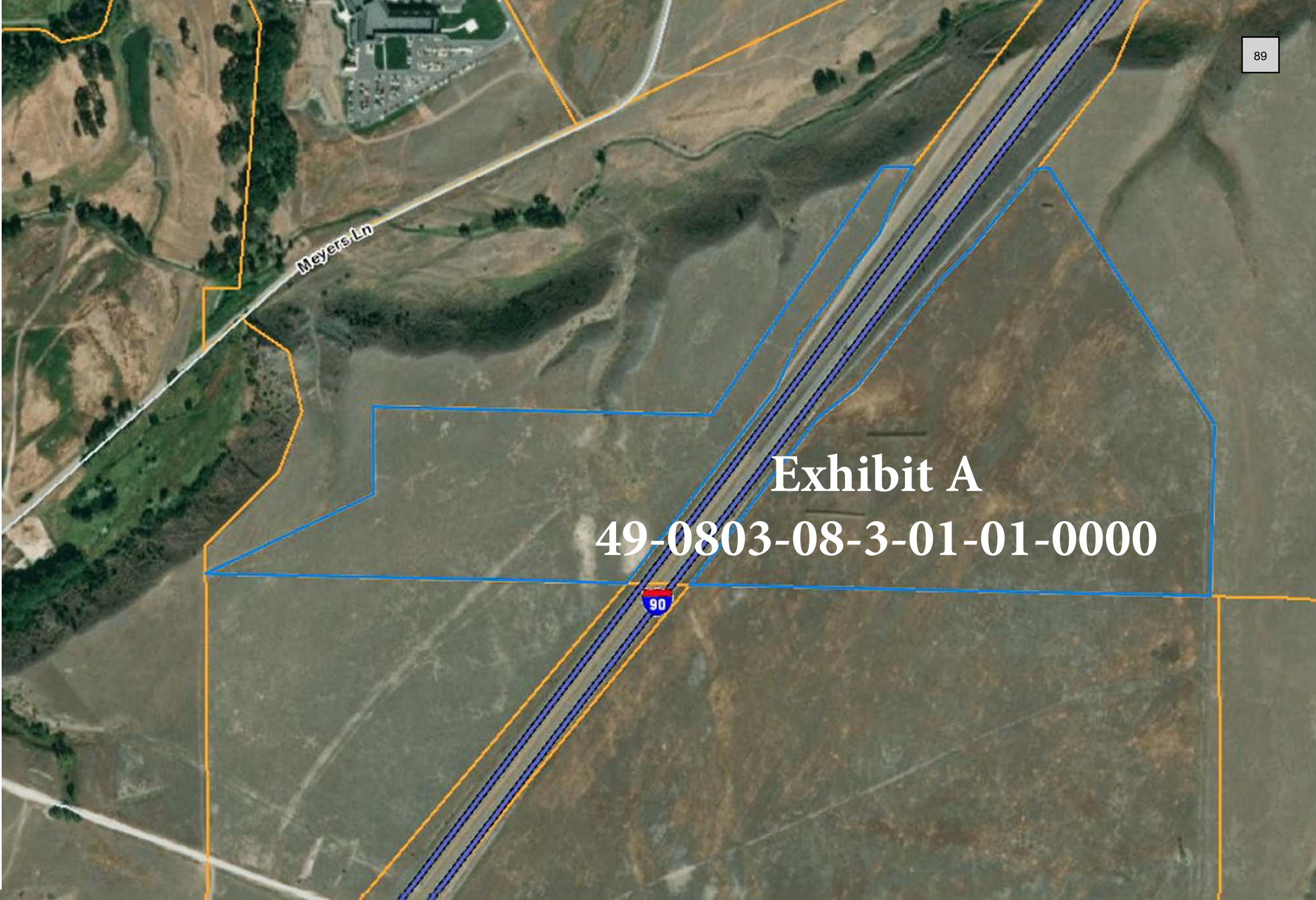


Meyers Ln



# Exhibit A

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



# Property Record Card

## Summary

### Primary Information

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

### Certificate of Survey:

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

### General Property Information

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

No linked properties exist for this property

### Exemptions:

No exemptions exist for this property

### Condo Ownership:

**General:** 0 **Limited:** 0

### Property Factors

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

### Land Summary

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

### Deed Information:

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
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## Owners

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

Other Names Other Addresses

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

## Appraisals

### Appraisal History

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

### Market Land

#### Market Land Info

No market land info exists for this parcel

### Dwellings

#### Existing Dwellings

No dwellings exist for this parcel

### Other Buildings/Improvements

#### Outbuilding/Yard Improvements

No other buildings or yard improvements exist for this parcel

### Commercial

#### Existing Commercial Buildings

No commercial buildings exist for this parcel

### Ag/Forest Land

#### Ag/Forest Land Item #1

**Acre Type:** [G - Grazing](#)

**Class Code:** 1651

Productivity

**Quantity:** 0.209

**Units:** [AUM/Acre](#)

Valuation

**Acres:** 60.172

**Value:** 0

**Irrigation Type:**

**Timber Zone:**

**Commodity:** [Grazing Fee](#)

**Per Acre Value:** 0

#### Ag/Forest Land Item #2

**Acre Type:** [G - Grazing](#)

**Class Code:** 1651

Productivity

**Quantity:** 0.288

**Units:** [AUM/Acre](#)

Valuation

**Acres:** 1.383

**Value:** 0

**Irrigation Type:**

**Timber Zone:**

**Commodity:** [Grazing Fee](#)

**Per Acre Value:** 0

#### Ag/Forest Land Item #3

**Acre Type:** [G - Grazing](#)

**Class Code:** 1651

Productivity

**Quantity:** 0.372

**Units:** [AUM/Acre](#)

Valuation

**Acres:** 1.335

**Value:** 0

**Irrigation Type:**

**Timber Zone:**

**Commodity:** [Grazing Fee](#)

**Per Acre Value:** 0

Meyers Ln



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



# Property Record Card

## Summary

### Primary Information

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

### Certificate of Survey:

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

### General Property Information

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

No linked properties exist for this property

### Exemptions:

No exemptions exist for this property

### Condo Ownership:

**General:** 0 **Limited:** 0

### Property Factors

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

### Land Summary

Land Type	Acres	Value
Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
<b>Total Ag Land</b>	<b>164.100</b>	<b>00.00</b>
<b>Total Forest Land</b>	<b>0.000</b>	<b>00.00</b>
<b>Total Market Land</b>	<b>0.000</b>	<b>00.00</b>

### Deed Information:

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
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## Owners

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

Other Names Other Addresses

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

## Appraisals

### Appraisal History

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

### Market Land

#### Market Land Info

No market land info exists for this parcel

### Dwellings

#### Existing Dwellings

No dwellings exist for this parcel

### Other Buildings/Improvements

#### Outbuilding/Yard Improvements

No other buildings or yard improvements exist for this parcel

### Commercial

#### Existing Commercial Buildings

No commercial buildings exist for this parcel

### Ag/Forest Land

#### Ag/Forest Land Item #1

**Acre Type:** [G - Grazing](#)

**Class Code:** 1651

Productivity

**Quantity:** 0.311

**Units:** [AUM/Acre](#)

Valuation

**Acres:** 15.9

**Value:** 0

**Irrigation Type:**

**Timber Zone:**

**Commodity:** [Grazing Fee](#)

**Per Acre Value:** 0

#### Ag/Forest Land Item #2

**Acre Type:** [G - Grazing](#)

**Class Code:** 1651

Productivity

**Quantity:** 0.372

**Units:** [AUM/Acre](#)

Valuation

**Acres:** 24.506

**Value:** 0

**Irrigation Type:**

**Timber Zone:**

**Commodity:** [Grazing Fee](#)

**Per Acre Value:** 0

#### Ag/Forest Land Item #3

**Acre Type:** [G - Grazing](#)

**Class Code:** 1651

Productivity

**Quantity:** 0.209

**Units:** [AUM/Acre](#)

Valuation

**Acres:** 122.394

**Value:** 0

**Irrigation Type:**

**Timber Zone:**

**Commodity:** [Grazing Fee](#)

**Per Acre Value:** 0

#### Ag/Forest Land Item #4

**Acre Type:** [G - Grazing](#)

**Class Code:** 1651

Productivity

**Quantity:** 0.288

**Units:** [AUM/Acre](#)

Valuation

**Acres:** 1.3

**Value:** 0

**Irrigation Type:**

**Timber Zone:**

**Commodity:** [Grazing Fee](#)

**Per Acre Value:** 0

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

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

**Recitals.**

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

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

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

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



extent of such amendment, modification or waiver;

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

Dated this \_\_\_\_\_ day of March, 2022.

**CITY OF LIVINGSTON**

**PARK COUNTY COMMISSION**

**BY:** \_\_\_\_\_

\_\_\_\_\_  
**STEVE CALDWELL**

**ITS:** \_\_\_\_\_

\_\_\_\_\_  
**CLINT TINSLEY**

\_\_\_\_\_  
**BILL BERG**

**ATTEST:**

\_\_\_\_\_  
**MARITZA REDDINGTON**  
**CLERK & RECORDER**

**APPROVED AS TO FORM**

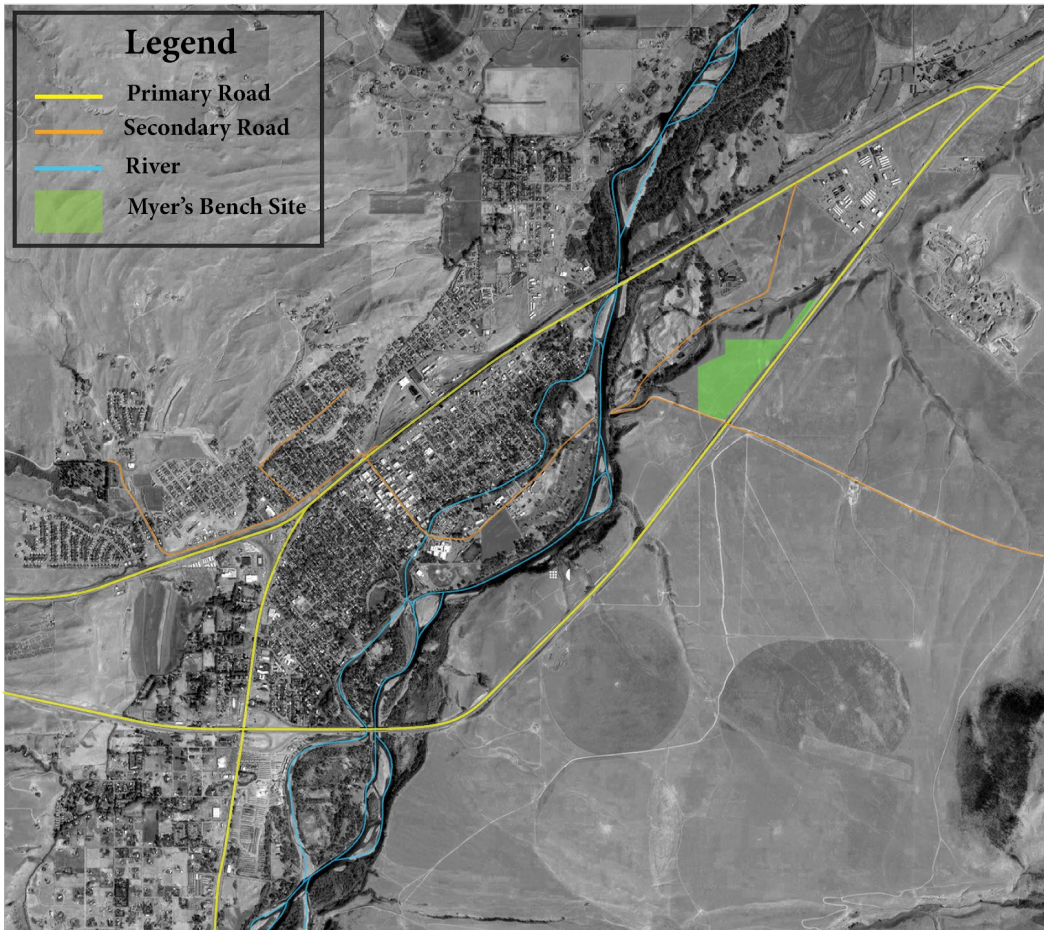
\_\_\_\_\_  
**DEPUTY PARK COUNTY**  
**ATTORNEY**

# MYERS BENCH TRAIL LOOP SYSTEM

A proposal by:



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



**BENEFITS OF THE LOCATION:**

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

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

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

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

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

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

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



**COSTS AND SOURCES OF FUNDING:**

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

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

**MAINTENANCE AND UPKEEP:**

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

**TRAIL DESCRIPTIONS:**



Green Perimeter Trail- Approx 8,925 linear feet

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

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

**PERIMETER LOOP TRAIL:**

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

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



**INTERMEDIATE BIKE-SPECIFIC FLOW/PUMP TRAILS:**

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



## WHO IS LBC?

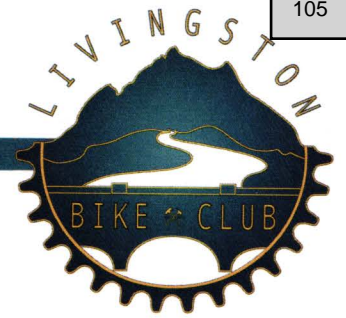
Established in 2012, the Livingston Bike Club is a 501(c)(7) bicycling advocacy organization/club serving Livingston and Park County. Our enthusiastic membership is composed of a wide range of ages with the most senior member being 73 years old. We promote all-inclusive biking activities and access for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

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

## A BIT ABOUT OUR COMMUNITY

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





Livingston Bike Club  
Montana, 59047  
[livingstonbikeclub@gmail.com](mailto:livingstonbikeclub@gmail.com)

### City Manager

220 E Park St, Livingston, MT 59047

Dear Mr. Kardoes

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

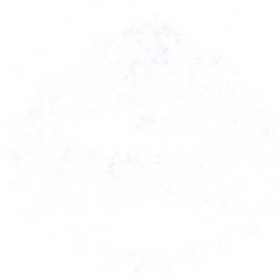
Although we see potential for bike parks and/or trail projects in several locations in and around Livingston, we are particularly interested in the Myer's Bench site due to its sheer size, great views, minimal adjacent land ownership and its proximity to the Myers River View trail. Should the Mayor's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

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

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

Warm Regards,

ROBIN BARKER (406)600-0224  
LBC PRESIDENT



THE [illegible] OF [illegible]

[The main body of the page contains several paragraphs of text that are extremely faint and illegible due to the quality of the scan.]

[A faint signature or set of initials is visible in the bottom right corner of the page.]

**File Attachments for Item:**

**F. RESOLUTION NO. 5037: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN FEDERAL AVIATION ADMINISTRATION (FAA) APPLICATION DOCUMENTS FOR FEDERAL ASSISTANCE- DESIGNATED FOR MISSION FIELD AIRPORT.**

**RESOLUTION NO. 5037**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN FEDERAL AVIATION ADMINISTRATION (FAA) APPLICATION DOCUMENTS FOR FEDERAL ASSISTANCE- DESIGNATED FOR MISSION FIELD AIRPORT.**

\*\*\*\*\*

**WHEREAS**, the Park County Airport Board (Airport Board) was established by the City of Livingston, Montana, and Park County Montana, for planning, acquisition, establishment, development, construction, enlargement, improvement, maintenance, equipment, operation, regulation, protection, and policing of the Mission Field Airport;

**WHEREAS**, the Airport Board determined the necessity for taxiway improvements and the funds to complete the projects are available through the FAA Federal Aviation Administration;

**WHEREAS**, the City of Livingston, previously authorized the sponsorship of the Federal Grant Application, for Mission Field Improvements via Joint Resolution No.2022-01, the final application documents are now available, incorporated herein and listed as:

- Conflict of Interest
- Lobbying
- Drug Free Workplace
- Selection of Consultants
- Plans & Specifications
- Equipment / Construction Contract
- Construction Project Final Acceptance

and the City Manager is ready to sign upon authorization from the Livingston City Commission.

**NOW, THEREFORE BE IT RESOLVED**, by the City of Livingston, that the City Manager is hereby authorized to sign the FAA Loan Documents for federal assistance, designated for Mission Field Airport.

**PASSED AND ADOPTED**, by the City Commission of the City of Livingston, Montana, this 3<sup>rd</sup> Day of May, 2022.

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**MELISSA NOOTZ, Chair**

**ATTEST:**

**APPROVED TO AS FORM:**

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

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**COURTNEY LAWELLIN**  
**City Attorney**

# Please wait...

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U.S. Department  
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Administration**

## **FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

---

Sponsor: Park County, Montana and the City of Livingston

Airport: Mission Field (LVM)

Project Number: AIP 3-30-0051-016-2022

Description of Work: Construct New Taxiway and Hangar Access Taxilane

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
 Yes    No    N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes    No    N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
 Yes    No    N/A



- 4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).  
 Yes    No    N/A
- 5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).  
 Yes    No    N/A
- 6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
  - a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26). Yes    No    N/A
- 7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).  
 Yes    No    N/A
- 8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
  - a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55). Yes    No    N/A
- 9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
  - a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38); Yes    No    N/A
- 10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).  
 Yes    No    N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes  No  N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes  No  N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            May            , 2022            .

Name of Sponsor: The City of Livingston

Name of Sponsor's Authorized Official: Michael Kardoes

Title of Sponsor's Authorized Official: City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email



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## **FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

---

Sponsor: Park County, Montana and the City of Livingston

Airport: Mission Field (LVM)

Project Number: AIP 3-30-0051-016-2022

Description of Work: Construct New Taxiway and Hangar Access Taxilane

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes    No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this        day of        May        ,2022        .

Name of Sponsor: The City of Livingston

Name of Sponsor's Authorized Official: Michael Kardoes

Title of Sponsor's Authorized Official: City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

[Submit by Email](#)



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## **FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

---

Sponsor: Park County, Montana and the City of Livingston

Airport: Mission Field (LVM)

Project Number: AIP 3-30-0051-016-2022

Description of Work: Construct New Taxiway and Hangar Access Taxilane

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes    No    N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes    No    N/A

- 3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
 Yes    No    N/A
  
- 4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).  
 Yes    No    N/A
  
- 5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).  
 Yes    No    N/A
  
- 6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).  
 Yes    No    N/A
  
- 7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).  
 Yes    No    N/A
  
- 8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).  
 Yes    No    N/A
  
- 9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).  
 Yes    No    N/A
  
- 10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).  
 Yes    No    N/A
  
- 11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)  
 Yes    No    N/A
  
- 12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
  - a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.  
 Yes    No    N/A



b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes  No  N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes  No  N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes  No  N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            May            , 2022 .

Name of Sponsor: The City of Livingston

Name of Sponsor's Authorized Official: Michael Kardoes

Title of Sponsor's Authorized Official: City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

[Submit by Email](#)



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## **FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: Park County, Montana and the City of Livingston

Airport: Mission Field (LVM)

Project Number: AIP 3-30-0051-016-2022

Description of Work: Construct New Taxiway and Hangar Access Taxilane

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes    No    N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes    No    N/A

- 3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).  
 Yes    No    N/A
  
- 4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction. Yes    No    N/A
  
- 5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).  
 Yes    No    N/A
  
- 6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
  - a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
  - b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency. Yes    No    N/A
  
- 7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).  
 Yes    No    N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Mission Field (Livingston Airport)  
Address: 82 Airport Road, Livingston, MT 59047

**Location 2 (if applicable)**

Name of Location: Park County  
Address: 414 E. Callender Street, Livingston, MT 59047

**Location 3 (if applicable)**

Name of Location: City of Livingston  
Address: 414 E. Callender Street, Livingston, MT 59047

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            May            , 2022            .

Name of Sponsor: The City of Livingston

Name of Sponsor's Authorized Official: Michael Kardoes

Title of Sponsor's Authorized Official: City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

[Submit by Email](#)



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**Federal Aviation  
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## **FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: Park County, Montana and the City of Livingston

Airport: Mission Field (LVM)

Project Number: AIP 3-30-0051-016-2022

Description of Work: Construct New Taxiway and Hangar Access Taxilane

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes    No    N/A

- 2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).  
 Yes    No    N/A
  
- 3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.  
 Yes    No    N/A
  
- 4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
  - a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)). Yes    No    N/A
  
- 5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
  - a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder. Yes    No    N/A
  
- 6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
  - a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors. Yes    No    N/A
  
- 7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).  
 Yes    No    N/A



8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes  No  N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes  No  N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

Yes  No  N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes  No  N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes  No  N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes  No  N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            May            , 2022            .

Name of Sponsor: The City of Livingston

Name of Sponsor's Authorized Official: Michael Kardoes

Title of Sponsor's Authorized Official: City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

[Submit by Email](#)



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: Park County, Montana and the City of Livingston

Airport: Mission Field (LVM)

Project Number: AIP 3-30-0051-016-2022

Description of Work: Construct New Taxiway and Hangar Access Taxilane

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A

- 4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
 Yes    No    N/A
  
- 5. Sponsor has publicized or will publicize a RFQ that:
  - a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
  - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)). Yes    No    N/A
  
- 6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  
 Yes    No    N/A
  
- 7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).  
 Yes    No    N/A
  
- 8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
  - a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
  - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14). Yes    No    N/A
  
- 9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  
 Yes    No    N/A
  
- 10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  
 Yes    No    N/A
  
- 11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).  
 Yes    No    N/A
  
- 12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)  
 Yes    No    N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes    No    N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes    No    N/A

Attach documentation clarifying any above item marked with “no” response.

**Sponsor’s Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this            day of            May            , 2022            .

Name of Sponsor: The City of Livingston

Name of Sponsor’s Authorized Official: Michael Kardoes

Title of Sponsor’s Authorized Official: City Manager

**Signature** of Sponsor’s Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

[Submit by Email](#)

**File Attachments for Item:**

**G. RESOLUTION NO. 5038: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ALLOWING THE CITY TO SEEK PROPOSALS FOR A COMBINATION OF IN-PERSON AND VIRTUAL MEETING ROOMS IN THE LIVINGSTON-PARK COUNTY PUBLIC LIBRARY.**

**RESOLUTION NO. 5038**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ALLOWING THE CITY TO SEEK PROPOSALS FOR A COMBINATION IN-PERSON AND VIRTUAL MEETING ROOM IN THE LIVINGSTON-PARK COUNTY PUBLIC LIBRARY.**

\*\*\*\*\*

**WHEREAS**, the City of Livingston and Park County have been exploring the creation of a combination of the in-person and virtual meeting rooms; and

**WHEREAS**, Park County considered various locations for the combination meeting room and requested that the Livingston Park County Public Library be the host location, and has asked the City to proceed with a Request for Proposals for a combination meeting room in that location; and

**WHEREAS**, the Livingston Park County Public Library Board agreed to allow the creation of such a combination meeting room in the Library at their October 2021 meeting; and

**WHEREAS**, the next step is to seek proposals for the equipment and labor to create the combination meeting room from companies or individuals that have the knowledge and capacity to create the combination meeting room.

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

That the City through the City Manager shall see proposals for the combination meeting room, with a final submission date of May 31, 2022, at 3:00 p.m.

**PASSED, AND ADOPTED**, by the City Commission of the City of Livingston, this 3<sup>rd</sup> day of May, 2022.

\_\_\_\_\_  
**MELISSA NOOTZ, Chair**

**ATTEST:**

**APPROVED TO AS FORM:**

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

\_\_\_\_\_  
**COURTNEY LAWELLIN,**  
**City Attorney**



**CITY OF LIVINGSTON, MONTANA**

**CALL FOR BIDS**

**NOTICE IS HEREBY GIVEN** that the City of Livingston, Montana, is accepting sealed bids for:

Hybrid-Meeting Room in the  
Park County/City of Livingston Library  
228 W. Callender St.  
Livingston, MT 59047

Sealed bids will be received by the Livingston Business Office, Livingston, Montana, 220 East Park Street, Livingston, Montana, until May 31, 2022 at 3:00 pm, at which time the bids will be publicly opened at the City Business Office for the Library Hybrid-Meeting Room Project

**Please write the name of the project on the front of the sealed bid.**

**The physical address is:**

Attn: Paige Fetterhoff, City Business Office, 220 East Park Street, Livingston, Montana 59047.

**The mailing address is:**

Attn: Paige Fetterhoff, City Business Office, 220 East Park Street, Livingston, Montana 59047.

Bids must be received May 31, 2022 at 3:00 pm. Original copies must be submitted – no faxed or electronic bids will be accepted. Bids will be opened and read following the close of bids.

Full and detailed specifications for the Library Hybrid-Meeting Room Project to be furnished may be obtained at the office of City Business Office, 220 East Park Street, Livingston, Montana 59047, telephone number (406) 823-6002.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the City of Livingston, Montana, in an amount not less than Ten percent (10%) of the total amount of the bid.

Any submitting entity under this invitation to bid must sign and return the required affirmation stating that they will not discriminate on the basis of race, color, religion, creed, sex, age, marital status, national origin, or because of actual or perceived sexual orientation, gender identity or disability in the exercise of contract should it be awarded to that entity. Each entity submitting under this notice shall also recognize in writing the eventual contract will contain a provision prohibiting discrimination as described above and this prohibition on discrimination shall apply to the hiring and treatment of the Contractor's employees and to all subcontracts.

No bid may be withdrawn after the scheduled time for the public opening of bids, which is May 31, 2022, at 3:00 pm.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period of not to exceed Sixty (60) days, and to accept the bid which is in the best interests of the Owner.

The City of Livingston is required to be an Equal Opportunity Employer

**DATED** at Livingston, Montana, this May 3<sup>rd</sup>, 2022

**PUBLIC NOTICE OF REQUEST FOR PROPOSALS  
FOR LIBRARY HYBRID-MEETING ROOM PROJECT.**

Park County and the City of Livingston are working to create a space that can be used by multiple entities including the Park County Commissioners and the Livingston City Council for public meetings. This space is in the basement of the Library in Livingston. There will be a permanent setup for the County Commissioners (3 people) and City Commission (5 people) at the back of the room. The rest of the setup will be moveable. There will be other entities that will use the space from other types of meetings so proper audio and video coverage, including assisted listening capability is necessary.

**Pre-bid Conference:** will be held at Livingston Park County Library, 228 West Callender, Livingston, MT on May 11, 2022, at 1:00. The specific scope of work will be addressed at this time. All contractors are **strongly** recommended to attend. Bid Specifications can be found on the City’s website at <https://www.livingstonmontana.org/community/page/city-projects> or by calling (406) 823-6000.

Bids are due to the City of Livingston Business Office at 220 East Park Street in Livingston Montana on Tuesday, May 31, 2022, at 3:00 pm.

Please publish Tuesday, May 5, and May 20, 2022.

Attest:

Faith Kinnick  
City of Livingston  
April 22, 2022

## INSTRUCTIONS TO BIDDERS

The Library Hybrid-Meeting Room Project should begin by September 1<sup>st</sup>, 2022 with work to be completed within 30 days after the start of the project. The bid should reflect all aspects of demolition and removal of materials, construction and installation of audiovisual equipment and all hardware and software and to be in a condition ready to hold meetings. Library security in the evenings must be maintained to prevent unauthorized access to the building.

**BID DOCUMENTS:** The bid documents for the City of Livingston for

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**Library Hybrid-Meeting Room Project** include the (Invitation to Bid, this Instruction to Bidders, the Bid Specifications, the Bid Form, and the General Services Agreement.)

**BIDS:** All bids must be legibly written in ink. No alterations by erasures or interlineations will be permitted in bids or in the printed forms. Each bid shall be enclosed in a sealed envelope addressed to: City of Livingston Business Office, 220 East Park Street, Livingston, Montana 59047, or physically delivered to the address on the Invitation to Bid and endorsed on the outside of the envelope with the words: Library Hybrid-Meeting Room Project Bids shall be strictly in accordance with the prescribed Bid Form. Any modifications thereof or deviations therefrom may be considered as sufficient cause for rejection. Bids carrying riders or qualifications to the bid being submitted may be rejected as irregular.

**Each Bidder must return a signed Bid Form incorporating as Exhibit 2 a copy of the Bid Specifications indicating on each line item of equipment or required service whether the Bidder can provide the equipment/service shown in that category or whether the Bidder can provide similar equipment or required service meeting the listed equipment or required service and indicating the details of the alternative equipment or required service. The City reserves the right to reject any alternative equipment or required service.**

**Each bid shall indicate the total bid price.**

**Any items omitted from the Bid Specifications which are clearly necessary for the completion and operation of such equipment and its appurtenances shall be considered a portion of such equipment although not directly specified or called for in the Bid Specifications.**

**BID SECURITY:** To be considered, the bid must be accompanied by a bid security unconditionally payable to the *City of Livingston* for ten percent (10%) of the total amount of the bid and attached as Exhibit 1 on the Bid Form. Each Bidder shall expressly covenant in the bid that if the Bidder is awarded the bid, the Bidder will, within thirty (30) days after the bid is awarded, enter into a General Services Agreement with the City of Livingston in substantially the same form as shown on the General Services Agreement. Bid security must be provided in a form specified in §18-1-203, MCA, which includes, but is not limited to, certified check, cashier's check, bank draft, bid bond, guaranty bond, or surety bond. Bid security through a bid, guaranty or surety bond must be issued by a surety company authorized to do business in the State of Montana. The bid security protects and indemnifies the City against the failure or refusal of the successful Bidder to timely enter into the General Services Agreement.

**SIGNATURE OF BIDDERS:** Each bid must be signed in ink by the Bidder with the Bidder's full name and business address or place of residence. If the Bidder is a firm or partnership, the name and residence of each member must be inserted. If the bid is submitted by or in behalf of a corporation, it must be signed in the name of the corporation by a corporate official authorized to bind the corporation and who shall also affix the corporate seal of the corporation to the bid. Any bid by a corporation signed by a person other than a corporate officer must be accompanied by a power of attorney showing that person's authority to sign for the corporation.

**ONLY ONE PROPOSAL:** No Bidder may submit more than one bid. Two bids under different names will not be received from one firm, partnership, association, or corporation.

**RESPONSIBILITY OF AGENT:** Any person signing a bid as the agent of another, or of others, may be required to submit satisfactory evidence of authority to so sign.

**TITLE:** The position title of any person executing the bid or Agreement shall be clearly indicated beneath the signature

**EXAMINATION OF SPECIFICATIONS:** Before submitting a bid, each Bidder should examine the Bid Specifications, these Instructions to Bidders, the Bid Form, and the General Services Agreement thoroughly and become familiar with federal, state, and local laws, ordinances, rules, and regulations that may, in any manner, affect the cost or delivery of the goods.

**INTERPRETATION OF CONTRACT DOCUMENTS:** If any person contemplating submission of a bid for the proposed General Services Agreement is in doubt as to the true meaning of any part of the specifications, that person may submit a written request to the City for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed General Services Agreement will be made only by an addendum duly issued and a copy of any such addendum will be mailed or delivered to each person receiving the specifications.

**TIME OF COMPLETION:** The time of delivery of the goods to be purchased is a basic consideration of the contract. It is necessary that each Bidder satisfy the City of the Bidder's ability to deliver the goods being purchased within the stipulated time.

**ADDENDA:** If applicable, any addenda issued during the time of bidding, or forming a part of the specifications provided to Bidder for the preparation of Bidder's proposal, shall be covered in the bid and shall be made a part of the General Services Agreement. Receipt of each addendum shall be acknowledged in the bid. Any bid in which all issued addenda are not acknowledged will be considered incomplete and will not be read.

**WITHDRAWAL OF BID:** No Bidder may withdraw any bid for a period as specified in the Invitation to Bid after the date and hour set for the opening declared herein. Prior to that time, Bidder may withdraw a bid by written request. The request to withdraw a bid must be signed in the same manner and by the same person or persons who signed the bid.

**ACCEPTANCE AND REJECTION OF BIDS:** The City reserves the right to accept or reject the bids in the best interest of the City. The City reserves the right to waive informalities and irregularities in any bid submitted, to reject non-conforming, non-responsive or conditional bids, to correct arithmetic errors without changing unit price, and postpone awarding of the General Services Agreement for a period not exceeding sixty (60) days.

**AWARD OF BID:** If the bid is to be awarded, City will award the bid to the responsible Bidder whose bid is responsive and conforms to all material terms and conditions of the bidding documents and proposed General Services Agreement, is in the best interest of the project, and other factors considered. If the bid is awarded, the award will be made within the period specified in the General Services Agreement. The successful Bidder will be notified by letter mailed to the address shown on the bid that the bid has been accepted and that Bidder has been awarded the bid.

**CANCELLATION OF AWARD:** The City reserves the right to cancel the award of any bid at any time before the complete execution of the General Services Agreement by all parties without any liability against the City.

**EXECUTION AND APPROVAL OF AGREEMENT:** The General Services Agreement shall be signed by the successful Bidder and returned within the time shown on the bid. If the General Services Agreement is not executed by the City within fifteen (15) days following receipt from Bidder of the signed Agreement, Bidder has the right to withdraw the bid without penalty. The General Services Agreement is not effective until it has been fully executed by all of the parties thereto.

**PAYMENT:** Payment for all goods purchased under the General Services Agreement will be made by the City within the time period specified in and in accordance with the procedures outlined therein.

**NON-DISCRIMINATION:** In accordance with law, each entity submitting a bid shall affirm on the form provided by the City that the Bidder shall not discriminate in the performance of the work called for in the Bid Specifications on the basis of **race, color, religion, creed, sex, age, marital status, national origin, or because of actual or perceived sexual orientation, gender identity or disability**, with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, or rendition of services.

**EMPLOYMENT PREFERENCE:** The contractor awarded the bid will be required to give employment preference to

bona fide Montana residents in the performance of the work.

**WAGES, FRINGE BENEFITS AND TRAVEL ALLOWANCE.** The contractor awarded the bid will be required to pay the standard prevailing rate of wages, including fringe benefits, in effect and applicable to the district in which the work is being performed as determined by the Montana Department of Labor and Industry. Information about such wages and fringe benefits must be posted at the job site. The prevailing wage and fringe benefits rates for the current year are attached hereto. The contractor shall also retain records regarding its payment of the standard prevailing rate of wages, including fringe benefits, for a period of three (3) years after completion of work on the project.

It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from the City of Livingston unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

**NON-DISCRIMINATION AFFIRMATION FORM**

\_\_\_\_\_ [name of entity submitting] hereby affirms it will not discriminate on the basis of race, color, religion, creed, sex, age, marital status, national origin, or because of actual or perceived sexual orientation, gender identity or disability in the performance of work performed for the city of Livingston, if a contract is awarded to it, and also recognizes the eventual contract, if awarded, will contain a provision prohibiting discrimination as described above and that this prohibition shall apply to the hiring and treatment of the \_\_\_\_\_ [name of entity submitting] employees and to all subcontracts it enters into in performance of the agreement with the city of Livingston.

Signature of Bidder: \_\_\_\_\_  
Person authorized to sign on behalf of the

bidder

**BID FORM**  
**(General Services Agreement)**

**PROJECT:** Library Hybrid-Meeting Room Project

**THIS BID SUBMITTED TO:**

City of Livingston Business Office, Livingston, MT, 220 East Park Street, Livingston, MT 59047

1. **THE UNDERSIGNED BIDDER** proposes and agrees that if this bid is accepted, Bidder will enter into a General Services Agreement with the City in the form included in the bidding documents and will furnish the goods or product to be purchased by the City within the number of calendar days indicated in the Agreement and in accordance with the other terms and conditions of the bidding documents.
2. Bidder has examined, understands, accepts, and abides by all of the terms and conditions of the Invitation to Bid, Instructions to Bidders, Bid Specifications, and the General Services Agreement.
3. Bidder expressly covenants that if Bidder is awarded the bid, Bidder will, after the bid is awarded and within the time specified in the Request for Bid, enter into a formal General Services Agreement with City. The bid must be accompanied by Bid Security payable to the *City of Livingston* for ten percent (10%) of the total amount of the bid, including alternates, if any. The Bid Security must be in a form specified in §18-1-203, MCA, which includes, but is not limited to, certified check, cashier's check, bank draft, bid bond, guaranty bond, or surety bond. The Bid Security is attached hereto as **Exhibit 1**.
4. This bid will remain subject to acceptance for sixty (60) days after the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of City.
5. Bidder further represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over City.
6. Bidder certifies that no employee or official of the City or any member of such employee or official's immediate family has any direct or indirect interest in the pecuniary profits or contracts of the Bidder.
7. Bidder will provide the goods, product, or equipment being purchased by the City in accordance with the General Services Agreement, for the price stated on the completed Bid Specifications sheet attached hereto as **Exhibit 2**.
8. Bidder understands that the unit prices shall govern in checking the bid, and should a discrepancy exist in the total estimated price and total amount of unit prices bid as listed on the Bid Sheet after extensions are checked and corrections made, if any, the total amount of unit prices bid as corrected shall be used in awarding the contract.
9. Bidder certifies that Bidder is a responsible bidder.
10. Bidder agrees that the good, product, or equipment to be purchased by City will be delivered and ready for final payment in accordance with the General Services Agreement.
11. If applicable, Bidder certifies receipt of City's revisions or additions made subsequent to the advertised proposal, which are specifically acknowledged on Receipt of Addendum, attached hereto as **Exhibit 3**.
12. Bidder represents that the bid is genuine and not collusive or a sham and that bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding. Bidder further represents that Bidder has not sought by agreement or collusion, directly or indirectly, with any person, to fix the bid price of any other bidder, or to fix any overhead, profit, or cost element of said bid

price or that of any other bidder, or to secure any advantage against the City or any person interested in the proposed bid. Bidder affirms that all statements in this bid are true.

**SUBMITTED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

Bidder's Tax ID #

**IF BIDDER is:**

**An Individual:**

(Name typed or printed)

By: \_\_\_\_\_ (SEAL)  
(Individual's Signature)

Doing business as:

Business Address:

Telephone #                      FAX #

**A Partnership:**

(Partnership Name)

By: \_\_\_\_\_ (SEAL)  
(Signature)

(Name typed or printed)

Business Address:

Telephone #                      FAX #

**A Corporation:**

(SEAL)

(Corporation Name)

State of Incorporation:

Type (General Business, Professional, Service, Limited Liability):

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Print Name and Title:

Attest: \_\_\_\_\_ (Corporate Seal)  
(Signature of Secretary)

Business Address:

Telephone #                      FAX #

Date of Qualification To Do Business Is:



**A Joint Venture: Each Joint Venture Must Sign**

Joint Venture Name: (SEAL)  
(Name)

By:  
(Signature of Joint Venture Partner)

Name:  
(Name, printed or typed)

Title:

Business Address:

Telephone # FAX #

**A Joint Venture: Each Joint Venture Must Sign**

Joint Venture Name: (SEAL)  
(Name)

By:  
(Signature of Joint Venture Partner)

Name:  
(Name, printed or typed)

Title:

Business Address:

Telephone # FAX #

Address of Joint Venture for Receipt of Official Communication:

Address:

Telephone # FAX #

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

**Exhibit 1**

**Bid Security**

Attached.

**Exhibit 2**

**Bid Sheet**

Attach a completed Bid Specification Form.

The Bidder must state the Total Bid Price here:

**Total Bid Price** (written out and in dollar amount):

\$

**Receipt of Addendum (if applicable):**

Bidder acknowledges receipt of the following addendum of revisions or additions:

<b>Addendum Number</b>	<b>Date Issued</b>	<b>Authorized Signature for Each</b>
1		
2		
3		
4		
5		

**PUBLIC NOTICE OF REQUEST FOR PROPOSALS  
FOR LIBRARY HYBRID-MEETING ROOM PROJECT**

Park County and the City of Livingston are working to create a space that can be used by multiple entities including the Park County Commissioners and the Livingston City Council for public meetings. This space is in the basement of the Library in Livingston. There will be a permanent setup for the County Commissioners (3 people) and City Commission (5 people) at the back of the room. The rest of the setup will be moveable. There will be other entities that will use the space from other types of meetings so proper audio and video coverage, including assisted listening capability is necessary.

**Pre-bid Conference:** will be held at Livingston Park County Library, 228 West Callender, Livingston, MT on May 11, 2022, at 1:00. The specific scope of work will be addressed at this time. All contractors are **strongly** recommended to attend. Bid Specifications can be found on the City’s website at <https://www.livingstonmontana.org/community/page/city-projects> or by calling (406) 823-6000.

Bids are due to the City of Livingston Business Office at 220 East Park Street in Livingston Montana on Tuesday, May 31, 2022, at 3:00 pm.

Please publish May 5, and May 20, 2022.

Attest:

Faith Kinnick  
City of Livingston  
April 22, 2022

**File Attachments for Item:**

**A. DISCUSS/APPROVE/DENY: FINAL CITY COMMISSION ACCEPTABLE USE OF CITY-OWNED TECHNOLOGY RESOURCES POLICY AND ACKNOWLEDGEMENT.**

# CITY COMMISSION ACCEPTABLE USE OF CITY-OWNED TECHNOLOGY RESOURCES

## POLICY AND ACKNOWLEDGEMENT

### Purpose

The purpose of this document is to establish a City-Owned Technology Resource policy for City Commissioners and board members, pertaining to acceptable conduct and use of technology resources and is not an exhaustive list of all requirements. This document is to be used for the onboarding of all City Commissioners and board members.

City Commissioners and board members shall sign the acknowledgment below indicating that they have read, understand, and agree to abide by the rules of conduct before they are authorized to access any City information or IT resource.

### Policy

The City of Livingston has established the following guidelines for authorized users of the city's technology and communications networks, including the internet and e-mail, in an appropriate, ethical and professional manner.

The City of Livingston complies with all applicable federal, state and local laws as they concern the employer/employee relationship, and nothing contained herein should be misconstrued to violate any of the rights or responsibilities contained in such laws.

### Scope

Acceptable Use of City-Owned Technology Resources applies to the following:

- City issued computers, iPads, iPencils, laptops; and
- City issued cell phones; and
- City email accounts, private email accounts used for City work; and
- City issued ProxKey door fobs; and
- Access to City software and passwords; and
- Scanners, printers and any multi-function printing device; and
- Online Accounts, including Zoom

### Confidentiality

The City of Livingston reserves the right to examine, monitor and regulate e-mail and other electronic communications, directories, files and all other content, including Internet use, transmitted by or stored in its technology systems, whether onsite or offsite.

E-mail, voice mail, text messages and other electronic communications used for City work are considered public records and may be subject to discovery in the event of litigation, and may be

subject to disclosure through a public information request. Users must be aware of this possibility when communicating electronically within and outside the City.

Acceptable Use

Authorized users may not use the City's internet, e-mail or other electronic communications or technology to transmit, retrieve or store any communications or other content of a defamatory, discriminatory, harassing or pornographic nature. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference may be transmitted. Harassment of any kind is prohibited. City resources will be used only for official city business. Zoom accounts will only be used when the individual is officially representing the City.

Authorized user may only use City resources for official City business and will not use resources for personal use. Users cannot share login credentials with any unauthorized user or allow other use of City resources by any unauthorized user.

Disparaging, abusive, profane or offensive language and any illegal activities—including piracy, cracking, extortion, blackmail, copyright infringement and unauthorized access to any computers on the Internet or e-mail—are forbidden.

Users are prohibited from downloading software or other program files or online services from the Internet without prior approval from the IT department. All files or software should be passed through virus-protection programs prior to use. Failure to detect viruses could result in corruption or damage to files or unauthorized entry into company systems and networks.

Every authorized user is responsible for the content of all text, audio, video or image files that he or she places or sends over the City's internet and e-mail systems. No e-mail or other electronic communications may be sent that hide the identity of the sender or represent the sender as someone else. The City of Livingston's corporate identity is attached to all outgoing City e-mail communications, which should reflect corporate values and appropriate workplace language and conduct.

Questions regarding the appropriate use of City's electronic communications equipment or systems, including e-mail and the Internet, should be directed to the information technology (IT) department.



### City Commission Acceptable Use of City-Owned Technology Resources Policy acknowledgement

I, \_\_\_\_\_ have read and fully understand the acceptable use policy. I understand that my use of the City of Livingston’s Acceptable Use of City-Owned Technology Resources Policy and information and communication technology constitutes full acceptance of the terms of this policy, consent to monitoring, and an understanding of disclosure requirements.

Further, I will take proper care of all city-owned equipment that I am entrusted with. I acknowledge that I received the following city owned equipment and agree to return all I will return all City of Livingston property and that the property will be returned in proper working order. I understand I may be held financially responsible for lost or damaged property. I understand that failure to return equipment will be considered theft and may lead to criminal prosecution by the City of Livingston.

Description	Issued	Retail Value
Proxykey door fob	01/01/2018	\$4.99
iPencil	10/28/2018	\$24.99
iPad	10/28/2018	\$764.00
iPad Keyboard Slimfolio ( <i>Replacement</i> )	08/03/2020	\$83.19
Samsung Phone GS21 FE phone IMEI:350799511127733dell Phone: 406-220-9015	02/04/2022	\$699.99
Samsung Phone GS21 FE phone IMEI:350799511127733 Phone: 406-220-9015	02/04/2022	\$699.99
Dell Laptop: COMM-QS-G3WNC73 TAG00264604482988 192.168.50.212	01/05/2021	\$1473.91

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**File Attachments for Item:**

**B. DISCUSS/APPROVE/DENY:APPOINTMENT OF MEMBERS TO THE ARPA VISIONING AD-HOC COMMITTEE.**

RECEIVED  
4/18/22

**City of Livingston**  
**Application for Appointed Office**  
(Revised 7/01/2021)

**Appointed Position Seeking:** ARPA recommendation

**Date of Application:** April 18, 2022

Name: Caron Cooper Signed: Caron Cooper

Address: 411 S. 6th Street

Telephone: daytime 224-3091 after 5:00 p.m.: 222-5151

Fax Number: 222-6200 (work) e-mail address: caroncooper@yahoo.com

- 1. Are you a resident of the City of Livingston? yes
- 2. Are you a registered voter? yes
- 3. Will you be at least 18 years of age at the time of the appointment? yes
- 4. Describe the reasons you are interested in this appointment: \_\_\_\_\_

I ran our business through all the challenges of Covid and feel the impacts every day.

- 5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:
  - A. Occupation: Engineer, Sovietologist, Energy Economist, CEO nonprofit thrift store
  - B. Education: PhD Energy and Resources, MA Russian Studies, BS Mech. Eng.
  - C. Experience: Unocal, PlanEcon, World Bank Consultant, running successful nonprofit during Covid

(please attach a detailed resume if desired)

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

City Commission two terms, board of adjustments, planning board

- 7. Are you currently serving on any Community Boards? no
  - A. If yes, please describe those boards. \_\_\_\_\_
- 8. Current Employer? Community Closet
- 9. Are you available for night meetings? yes
- 10. Are you available for daytime meetings? yes if notice given in advance
- 11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? no, board is purely advisory
- 12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? How I was trained by Local Govn Center, MSU (twice) while city commissioner

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

Return completed applications to Faith Kinnick at [fkinnick@livingstonmontana.org](mailto:fkinnick@livingstonmontana.org) or drop off in person at the City/County Complex 220 E. Park St.

City of Livingston  
Application for Appointed Office  
(Revised 3/20/20)



Appointed Position Seeking: ARPA Visioning Ad Hoc Committee

Date of Application: 4/4/22

Name: Tim Stevens

Signed: \_\_\_\_\_

Address: 315 N. 3rd St.

Telephone: daytime 406-223-3137

after 5:00 p.m.: 406-223-3137

Fax Number: \_\_\_\_\_

e-mail address: tstevensmt4@gmail.com

1. Are you a resident of the City of Livingston? Yes

2. Are you a registered voter? Yes

3. Will you be at least 18 years of age at the time of the appointment? Yes

4. Describe the reasons you are interested in this appointment: \_\_\_\_\_  
ARPA funds transparency and strategically a structure to the community can greatly, and so

Also, I have a lot of grantmaking experience to offer that could help the committee, including covid-related grantmaking.

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

A. Occupation: Fund Advisor, Kendeda Fund. I have seven years experience in grantmaking. I oversee 4 funding portfolios for the Fund including one focused on covid relief

B. Education: BS, Colorado State University

C. Experience: Vice Chair, Livingston City Commission (99-2000); President, Livingston Youth Soccer Assn (2010-2016?); Current member of Livingston Parks and Trails Committee

(please attach a detailed resume if desired)

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

Yes- see above

7. Are you currently serving on any Community Boards? Livingston Parks and Trails Committee

A. If yes, please describe those boards. Advises the city of Livingston on Parks and Trails issues and projects.

8. Current Employer? The Kendeda Fund

9. Are you available for night meetings? Yes

10. Are you available for daytime meetings? Yes, with a heads up

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? Potentially

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? I would participate in discussion but abstain from voting on the aspect that could be a conflict.

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

Return completed applications to Faith Kinnick at [fkinnick@livingstonmontana.org](mailto:fkinnick@livingstonmontana.org) or drop off in person at the City/County Complex 414 E. Callender St.

**Timothy R. Stevens**

315 N. 3rd St.

Livingston, MT 59047

406-223-3137

[tstevensmt4@gmail.com](mailto:tstevensmt4@gmail.com)

**Experience**

2015-Present    The Kendeda Fund  
Livingston, MT

**Montana and Veterans Fund Advisor**

- Oversee all grants and grant activities for Montana, Veterans, MT Covid relief and MT Civic Engagement Funds. Manage 90+ grants; Responsible for \$10-15 million in philanthropy annually.

2008-2015    National Parks Conservation Association (NPCA)  
Livingston, MT

**Senior Regional Director, Northern Rockies Region**

- Supervise all NPCA programs, staff and campaigns in NPCA’s Northern Rockies Region (MT, WY, ID, ND)
- Oversee staff of 8 in Montana and Wyoming
- Develop, implement conservation programs, campaigns and strategies for region
- Lead collaborative conservation efforts and engage wide variety of stakeholders and interests in local and national priority work
- Implement and oversee comprehensive strategy to engage and ally with new and diverse partners across the range of backgrounds and interests in priority issues and work
- Oversaw creation and application of Yellowstone Pronghorn restoration program, focused on engaging park-adjacent landowners in voluntary pronghorn habitat restoration projects
- Lead staff in execution of key national programs, including NPCA’s Landscape Conservation program

2004-2008    National Parks Conservation Association (NPCA)  
Livingston, MT

**Senior Manager, Yellowstone Program**

- Managed all aspects of the successful launching, management and operation of one of NPCA’s most productive and highest profile field offices.
- Initiated and led ‘Gateways to Yellowstone,’ an educational/outreach project focused on developing new collaborative partnerships with non-traditional allies in Yellowstone’s gateway communities.
- Responsible for securing all financial support for office from a combination of grants, donors, members and events. Successfully grew budget by over 60% in three years.
- Developed strong working relationships with state and federal agency partners,

researchers, elected officials and their staffs, area business and community leaders, landowners, local citizens and other non-profit organization representatives.

- Facilitated and led multi-organizational coalitions on a variety of issues and projects. Within NPCA, both led and participated in many team-based efforts and projects.
- Designed and implemented science and fact-based NPCA programs addressing many of the most complex natural resource issues facing our region.
- Gained substantial experience in the area of communications through extensive work with the media, writing, conducting outreach programs in communities and one on one meetings.
- Developed new field office positions, hired, trained, mentored and supervised staff. Oversaw the successful initiation of both an endowed internship program as well as a 2-year Fellowship program.
- Gained substantial experience working independently, crafting and implementing program and fundraising plans, developing and managing budgets and contracts.

1994-2004 Greater Yellowstone Coalition; Bozeman, MT

**Issues and Outreach Coordinator**

- Designed and implemented science-based conservation programs geared toward solving many of the region’s most complex and pressing conservation challenges.
- Developed strong working relationships with many local, regional and national organizations, state and federal land managers, area landowners, local citizens and regional leaders.
- Gained significant experience in public speaking, communications, coalition building, campaign planning and execution.
- Extensive experience gained in working with non-traditional allies, such as the religious community and hunters and anglers.
- Served as acting Program Director for nearly two years. Supervised staff of seven, oversaw development and implementation of all program-related efforts and crafted and implemented annual program plans for the entire organization.

1991-1994 National Wildlife Federation Boulder, CO

**Endangered Species Program Western Regional Coordinator**

- In a team environment, developed and implemented a national conservation program for the nation’s largest conservation organization.
- Worked autonomously in field office, successfully coordinating campaign with staff spread throughout the U.S. Responsible for region that included 17 western states.
- Valuable experience gained in outreach and organizing, working with diverse interests, working in coalition and teams, building scientific understanding, working with Congressional staff and knowledge of the legislative process.
- Organized numerous events and trainings across the country, helped initiate local student and citizen groups. Extensive public speaking experience gained (over 200 public

presentations given). Worked closely with state-based hunting organizations.

1989-1990 National Wildlife Federation Boulder, CO

**Cool it! Campus Program Western Regional Coordinator**

- With team of five, designed and implemented a national campus-based outreach and organizing program focused on climate change.
- Responsible for organizing diverse set of campus-based groups, events and projects in 17 western states. Gained extensive public speaking and media experience.
- Assisted and trained groups in organizational development and strategic and campaign planning and implementation.

**Education**

1991 Colorado State University Ft. Collins, CO

- B.S., Natural Resource Management
- President and co-founder, Student Environmental Action Coalition

**Interests**

Mountaineering, hunting, running, hiking, camping, skiing

**Activities**

- 2001-2017- Livingston Youth Soccer Association- Held many titles over the years- Board Chair, Vice Chair, Competitive Committee chair, Rec Committee Chair, coach, referee
- 2004-2010- Chair- Restoring Eden, a faith-based conservation organization.
- 1999-2001- Vice-Chair, Livingston City Commission. Received highest vote tally in 1999 city-wide election.
- Member, Livingston Parks and Trails Committee

RECEIVED  
4/4/22

**City of Livingston**  
**Application for Appointed Office**  
(Revised 3/20/20)

**Appointed Position Seeking:** ARPA VISIONING AD-HOC COMMITTEE

**Date of Application:** 4/3/22

Name: Edleeta B Shands Signed: Edleeta B Shands

Address: 428 S Yellowstone St

Telephone: daytime 406 220 1838 after 5:00 p.m.: same

Fax Number: \_\_\_\_\_ e-mail address: las.fronteras@gmail.com

1. Are you a resident of the City of Livingston? Yes

2. Are you a registered voter? Yes

3. Will you be at least 18 years of age at the time of the appointment? Yes

4. Describe the reasons you are interested in this appointment: It is my civic duty to participate

in civic affairs in order for the city/county to make the best decisions for our community.

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

A. Occupation: Retired-English Teacher

B. Education: BA MSU

C. Experience: 17 Years in Education & Volunteer Community Development Projects

(please attach a detailed resume if desired)

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

Blue Slipper Theatre, Livingston Cleanup Committee.

7. Are you currently serving on any Community Boards? No

A. If yes, please describe those boards. \_\_\_\_\_

8. Current Employer? Retired

9. Are you available for night meetings? Yes

10. Are you available for daytime meetings? Yes

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? No

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? If this occurs, I would notify the necessary persons.

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

Return completed applications to Faith Kinnick at [fkinnick@livingstonmontana.org](mailto:fkinnick@livingstonmontana.org) or drop off in person at the City/County Complex 414 E. Callender St.



City of Livingston  
Application for Appointed Office  
(Revised 3/20/20)

RECEIVED  
4/1/2022

Appointed Position Seeking: ARPA Visiting Ad-Hoc Committee

Date of Application: April 1, 2022

Name: Warren Mabie

Signed: Warren Mabie

Address: 310 S H ST.

Telephone: daytime 406-222-2717

after 5:00 p.m.: Same

Fax Number: \_\_\_\_\_

e-mail address: wmabie@yahoo.com

1. Are you a resident of the City of Livingston? Yes

2. Are you a registered voter? Yes

3. Will you be at least 18 years of age at the time of the appointment? Yes

4. Describe the reasons you are interested in this appointment: This appointment is an opportunity to participate in decision making regarding the optimum use of ARPA Funds, which can be tremendously beneficial to Livingston

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

A. Occupation: Owner/Manager Commercial Printing company (36 yrs)

B. Education: BA - Hofstra University

C. Experience: My interest in fulfilling the responsibilities of this appointment is reaching consensus on long-term goals beneficial to the residents of Livingston. (please attach a detailed resume if desired)

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

Yes, city commission / Livingston Community Trust, Inc  
Planning Board / NRA / Skate Park Committee / Board of Adjustment

7. Are you currently serving on any Community Boards? No

A. If yes, please describe those boards. \_\_\_\_\_

8. Current Employer? Self-employed - property owner

9. Are you available for night meetings? Yes

10. Are you available for daytime meetings? Yes

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? No

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? Recuse myself from decision-making

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

Return completed applications to Faith Kinnick at [fkinnick@livingstonmontana.org](mailto:fkinnick@livingstonmontana.org) or drop off in

**File Attachments for Item:**

**C. DISCUSS/APPROVE/DENY: LIVINGSTON CHAMBER'S REQUEST FOR FEE WAIVER FOR 2022 ANNUAL PARADE.**

The logo for the Livingston Area Chamber of Commerce & Visitors Center. It features the word "LIVINGSTON" in a large, bold, serif font. Above the letters "I", "V", "S", and "T" are stylized, dark silhouettes of mountains. Below "LIVINGSTON" is the word "AREA" in a smaller, all-caps, sans-serif font. Underneath "AREA" is the text "Chamber of Commerce & Visitors Center" in a serif font, with "Chamber of Commerce" on one line and "& Visitors Center" on the line below. The entire logo is enclosed in a thin black rectangular border.

**LIVINGSTON**  
AREA  
Chamber of Commerce  
& Visitors Center

March 22, 2022

City of Livingston  
414 E. Callender  
Livingston, MT 59047

Request to the City Commission for our Historic Parade Route.

The Livingston Chamber Board and Community Members are requesting that the City Commission approve the Historic Parade Route Starting at 2<sup>nd</sup> Street at Geyser north to Park Street, Park Street for one block, then South onto Main Street south bound to the High School, be the dedicated route of the 96<sup>th</sup> Annual Livingston Chamber Round up Parade and for all future Livingston Chamber Roundup Parades.

Every year since the City Staff increased event and road closure fees, we have asked for assistance in the reduction of fees due to our nonprofit status along with the historical factor and out of respect for our local economic value to the businesses especially the ones on the Parade route and the city has gladly assisted.

The Livingston Chamber has overseen and produced the Parade for many years after taking over from the Roundup Association and has a tremendous job not only finding funding from membership partners but sponsors who are mostly 100% local businesses. Most are the businesses that truly care about its incredible history, but some are the ones who benefit from the increased tourism of both non-residents in state and surrounding communities, also travelers from around the world. Our parade well exceeds over 10k viewing patrons and is no small feat to find the abundance in space for viewing safely, for all ages and for surrounding events crossing from the combined festival. Our community parade is viewed and participated in at a state level as the largest July parade and longest consecutive annual parade in the state.

Livingston has a very proud history of the parade and its importance to our community and we at the Chamber work most of the year getting ready as well as marketing for it. The Chamber truly does appreciate the additional staffing of emergency departments and services that take place in the parade each year, as it takes a committed community and community leaders to have such and incredible event that supports our local economy and supplies our heritage, family values and traditions.

We have 2 detour routes and over 45 volunteers at all access sites to assist with any emergency exits, this is only a three-hour closure. All the typical safety measures are going to be in place with volunteers for closure monitors and repeated announcements via the announcement booths for use of garbage cans, we also have porta potties and the rules approved for not throwing candy from center of route only from the chalk lines. The final rule still stands as a city ordinance for no chairs out on sidewalks prior to 6am parade day and no blocking shop entries.

We have sent the annual form to MDT for the street closure of Park Street approval. Over the past years of the historic parade MDT has never had an incident nor has the Fire or Police dept. Actually, the Fire and rescue as well and city and county fire are in the Parade at the beginning so they can get back on track to work if needed. Rural fire poses a truck on both sides of route so to get to calls if needed as well. This is why we have persons at each closure along the route and don't allow sitting in the crosswalks as if an alarm is called, they can get off route and out to the call. We also have the ability to ask the MRL/Burlington Northern to stop all train crossing blockages for the detour route, and they have happily complied in the past years. As you can see everyone for 92 years has loved, wanted, participated in and assisted with happily of the Historic annual parade in Livingston.

The city manager originally changed the route due to the road work and tear up as the reason a few years back but then made it permanent. This shortened the route by 1/3 and the crowds have dwindled the acts are not approaching us until the longer route comes back due to the time and effort it takes to prepare for the parade. The Crow Nation riders who joined us on the last original year is thinking of coming and that would be exceptional. We have teams of horses and mules who wont ride in the parade for the same reason as well as the turning ratio and safety factor of the Callender Street turn, all want to return with the original historic route.

The community members who approached us with fervor and excitement as well as the businesses who have lost thousands of dollars due to the last few years of the route change, the Livingston Chamber of Commerce Board and team, are asking for the original route back.

Today we are asking the city commission to overturn the City Manager and police chief's decision made a few years ago during construction. The research they did that showed no offences and or occurrences took place during the route closure so please listen to the city businesses and community and approve our historic route.

Thank you  
Leslie Feigel, CEO   
  
Livingston Chamber of Commerce

\$100.00 Fee

Application # \_\_\_\_\_

**CITY OF LIVINGSTON**

**APPLICATION FOR TEMPORARY STREET/ALLEY/SIDEWALK CLOSURE**

To be completed by the applicant - Incomplete applications will not be processed.

Name: Livingston Area Chambers VIC

Contact Person: Leslie Feigel

Phone: 406-222-0850

Address: 303 East Park Street

Livingston, MT, 59047

Street/Alley/Sidewalk Location:

2nd Street / Geyser to 2nd / Callender to Callender / main to main / Geyser

2nd / Geyser to PARK ST to MAIN St to main / Geyser

B)  
OR A)

Please attach a map showing the location with a depiction of the street closure.

Duration of Closure: 1 to 5

IN ORDER TO PROMOTE PUBLIC SAFETY AND PROTECT LIFE AND PROPERTY IT IS NECESSARY FOR EVERY PERSON, PARTY, OPERATION, BUSINESS OR UTILITY DESIRING TO TEMPORARILY CLOSE ANY CITY STREET, ALLEY OR THOROUGHFARE TO OBTAIN A PERMIT PRIOR TO SUCH CLOSURE AND POST BOND AS MAY BE REQUIRED.

**APPLICANT HEREBY AGREES TO THE FOLLOWING CONDITIONS:**

1. To perform all work in compliance with Livingston Municipal Code.
2. To notify the City Public Works Office prior to starting any work within the City right-of-way covered by this permit.
3. To meet all requirements for warning signs, traffic control and public safety (Manual on Uniform Traffic Control Devices).
4. To provide proof of insurance, indemnify and save harmless City of Livingston, its officers and employees, from responsibility, damage, or liability arising from the exercise of the privileges granted herein.
5. Applicant will be responsible for any damage to other installations already in place.
6. If closure is in the Downtown Area, all nearby businesses must be notified and provide notification documentation to the City as part of the application process.

**IT IS FURTHER AGREED:**

1. Above named applicant doing or authorizing said work will pay a fee as required, said fee to be retained by the City of Livingston.
2. Applicant shall not exceed or modify the scope of this project without prior approval from the City Public Works Department.
3. All work shall be inspected upon completion as arranged for by both parties, the Applicant and the City of Livingston or his representative.
4. Permittee shall maintain, at its/his sole expense, the installation and/or structures for which this permit is granted, in a condition satisfactory to the County.
5. Should the work fail to meet standards, or if a defect in said work creates a situation affecting public health, welfare or safety, the applicant is solely responsible for correction of the deficiency. If applicant, upon notification by the City of Livingston. Fails to correct said deficiency, the City of Livingston may make or authorize such corrections. All costs incurred in said corrections shall be charged against the Applicant, the Applicants heirs, assigns, or permittee bond. Emergency situations, as determined by the City of Livingston, shall be corrected immediately upon notification.
6. The applicant agrees to hold the City of Livingston harmless for any damage to their facilities occurring during normal road maintenance operation now and in the future.
7. Nothing contained in this permit shall relieve Applicant of responsibility for the work performed under any permit granted.

**The terms of this permit application are accepted and agreed to by:**

Signature of Applicant(s) Date

Send the completed application form along with applicable fees and drawings to the following address:

City of Livingston  
330 Bennett Street  
Livingston, MT 59047  
Phone: (406) 222-5667

\*\*\*\*\*  
\*\*\*\*\*

OFFICE USE ONLY - COPY OF FEE=S HERE

**REVIEW OF APPLICATION FOR TEMPORARY STREET/ALLEY/SIDEWALK CLOSURE**

- To be completed by the City of Livingston Street Foreman -

COMPLETE APPLICATION RECEIVED? Yes \_\_\_\_\_ No \_\_\_\_\_

INSPECTION FEE PAID? Yes \_\_\_\_\_ No \_\_\_\_\_ Amount \_\_\_\_\_

TRAFFIC/PEDESTRIAN CONTROL PLAN SUBMITTED? Yes \_\_\_\_\_ No \_\_\_\_\_

PROOF OF INSURANCE PROVIDED? Yes \_\_\_\_\_ No \_\_\_\_\_ Company \_\_\_\_\_

BOND PROVIDED? Yes \_\_\_\_\_ No \_\_\_\_\_ Amount \_\_\_\_\_

**PRELIMINARY INSPECTION OF APPLICATION RECOMMENDED FOR:**

APPROVAL \_\_\_\_\_ CONDITIONAL APPROVAL \_\_\_\_\_ DISAPPROVAL \_\_\_\_\_

City Street Foreman Date \_\_\_\_\_

List conditions of approval: \_\_\_\_\_

**DECISION ON APPLICATION FOR TEMPORARY STREET/ALLEY/SIDEWALK CLOSURE**

- To be completed by the City of Livingston -

The City of Livingston, Montana, do hereby:

APPROVE \_\_\_\_\_ CONDITIONALLY APPROVE \_\_\_\_\_ DISAPPROVE \_\_\_\_\_

The permit application for temporary street/alley closure. *\*Communication Center must be notified at least 1 hour prior to closure and upon re opening the street/alley.*

**Signatures of Approval:**

**1. Police Chief or his designee:**

Approved \_\_\_\_\_ Date \_\_\_\_\_

**2. Fire Chief or his designee:**

Approved \_\_\_\_\_ Date \_\_\_\_\_

**3. Public Works Director or his/her designee:**

Approved \_\_\_\_\_ Date \_\_\_\_\_

**4. A representative of the Montana Department of Transportation if a Special Event is proposed to take place on a state maintained Highway or Urban Property:**

Approved \_\_\_\_\_ Date \_\_\_\_\_

**FINAL INSPECTION OF STREET/ALLEY/SIDEWALK CLOSURE**

- To be completed by the City of Livingston -

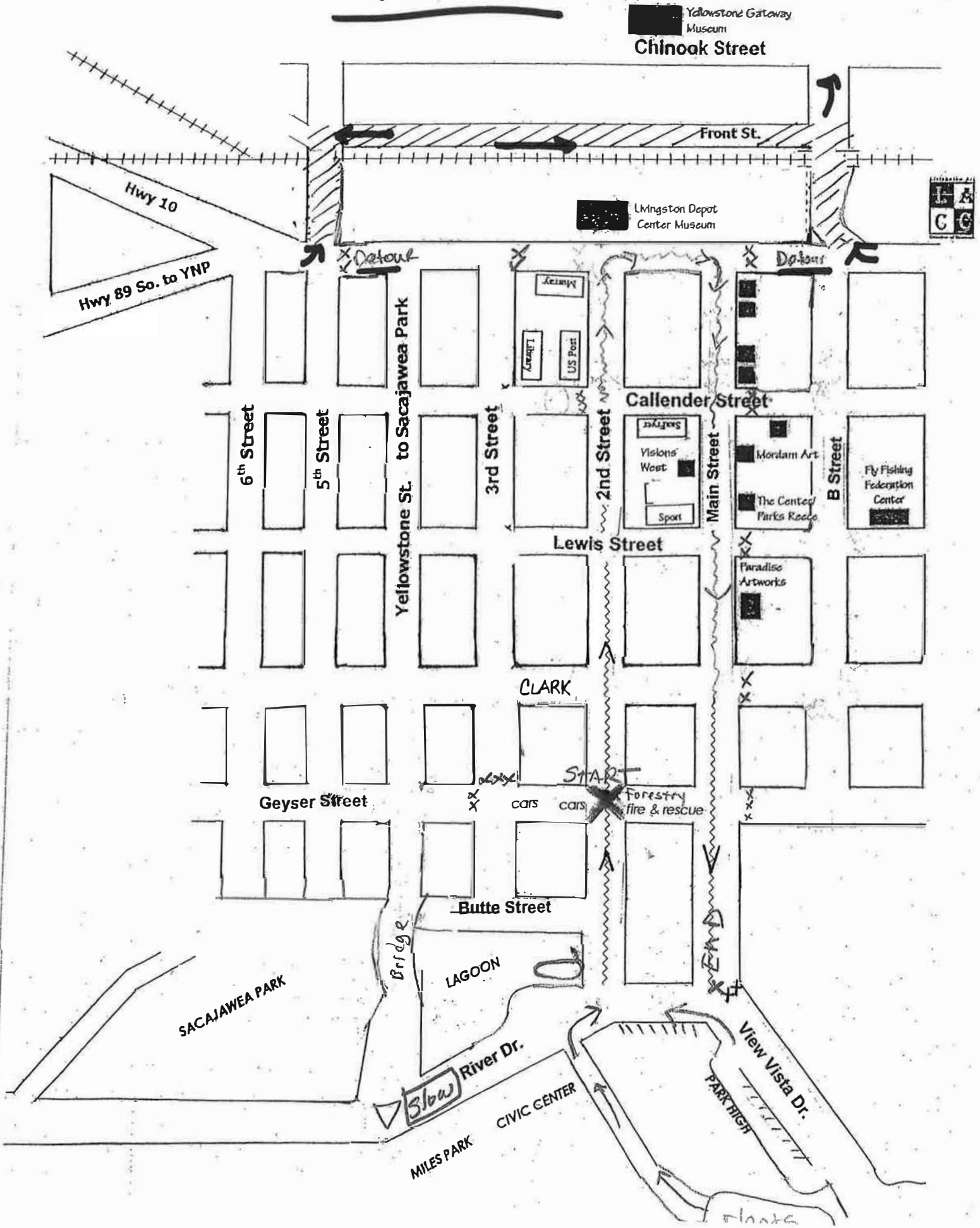
Inspected by \_\_\_\_\_ Inspection Date \_\_\_\_\_

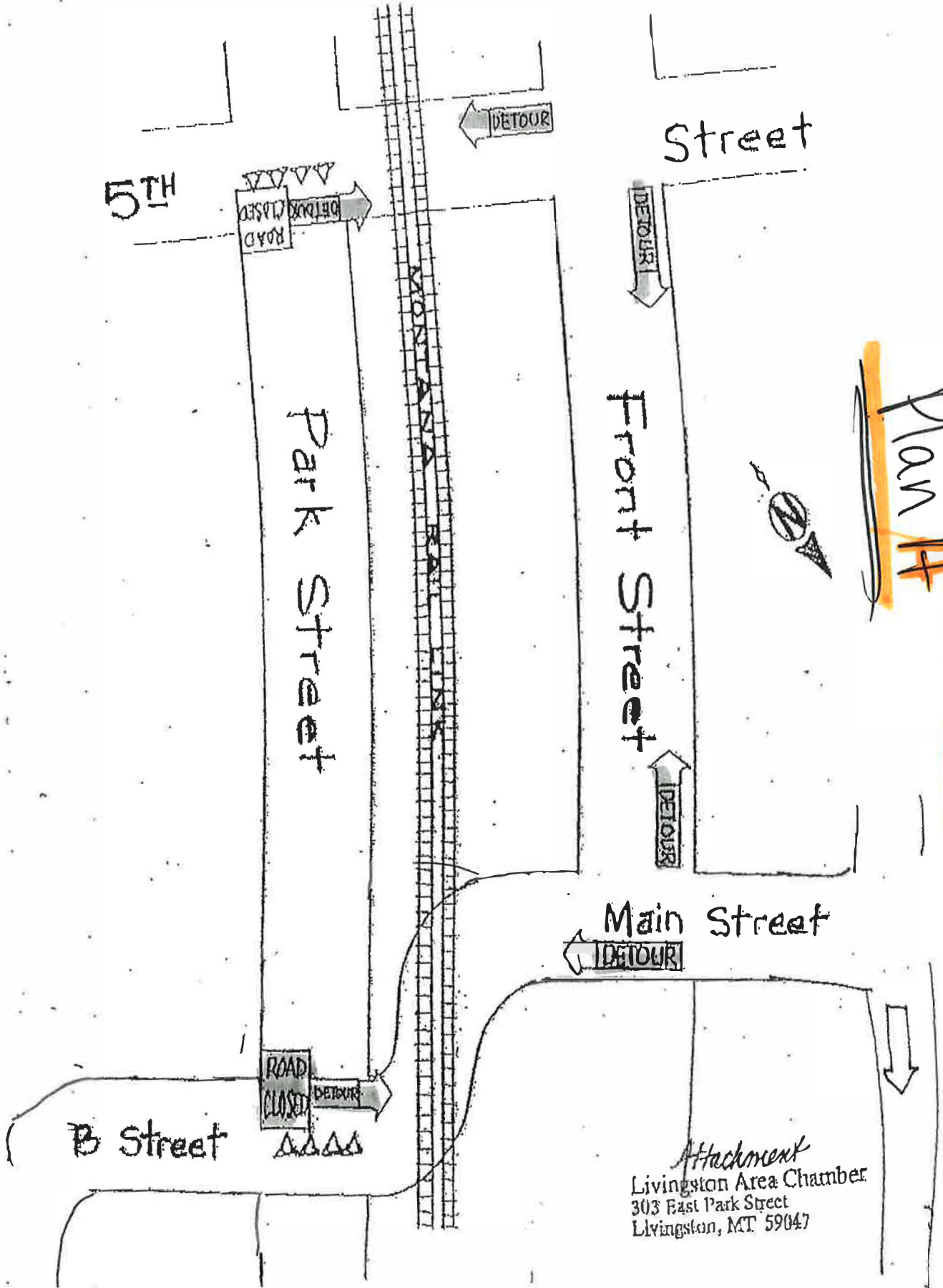
**Completed project: \_\_\_\_\_ meets requirements of the preliminary application**

**\_\_\_\_\_ does not meet approval for the following reasons: \_\_\_\_\_**

NOTICE: Approval of the foregoing application shall not grant authority to the permittee to burden or otherwise impair or infringe on any third party property interests which may exist or inure to the benefit of third parties relative to the county property or right-of-way which is referenced in this application.

# Plan A \* with 4 hr. Detour





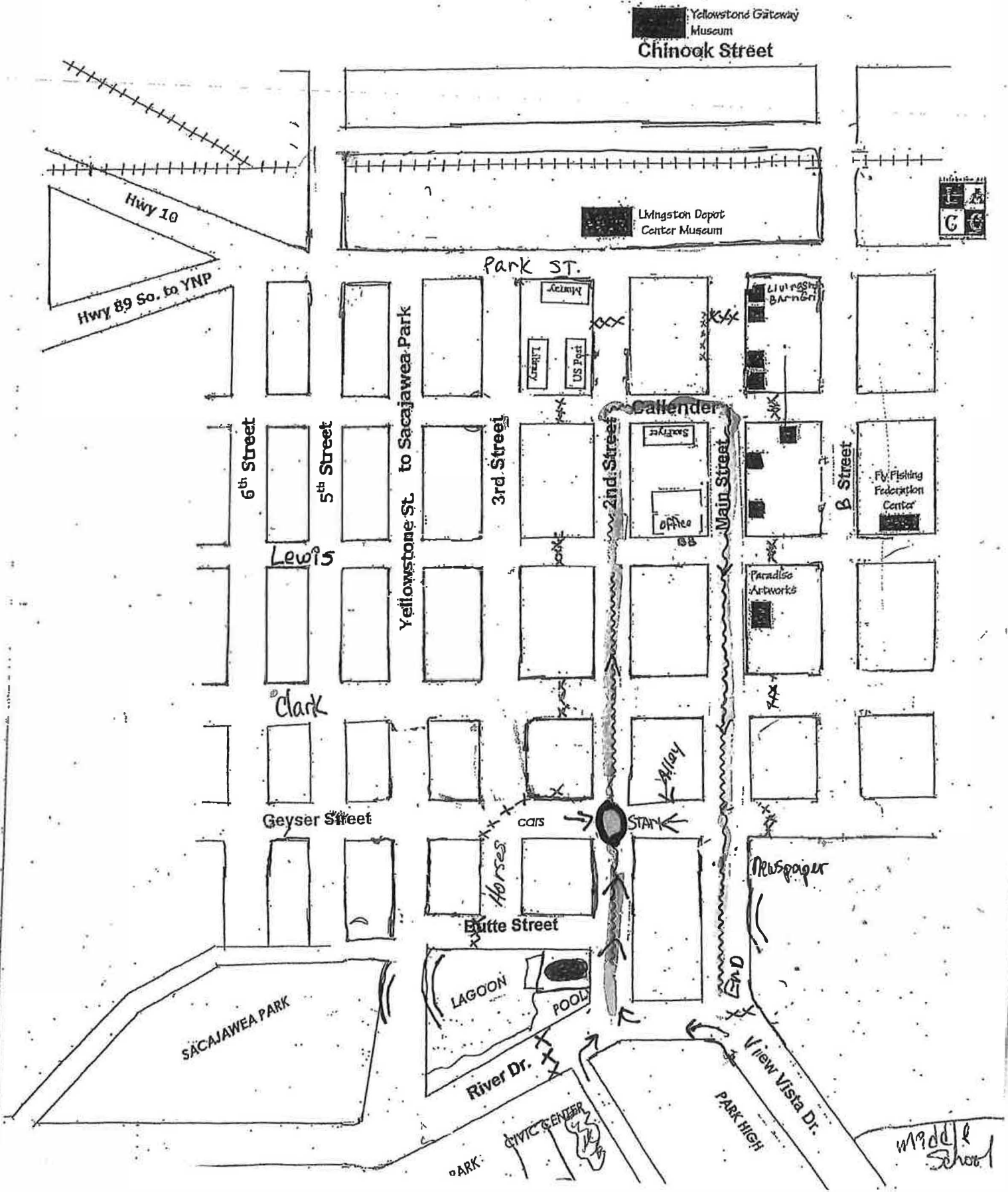
# Plan A

\* w/Plh 4 hr. Detour Route

Attachment  
Livingston Area Chamber  
303 East Park Street  
Livingston, MT 59047



# Plan B no Detour - Short Road





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/04/2

170

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER 720-261-2249 877-546-8204 Lightfoot & Associates LLC 8354 Northfield Blvd Suite 3700 San Antonio, Tx 78257	CONTACT NAME: Lightfoot & Associates LLC PHONE (A/C, No, Ext): 720-261-2249 E-MAIL ADDRESS: harperlwest@yahoo.com	FAX (A/C, No): 877-546-8204
INSURED Livingston Area Chamber of Commerce 303 E Park Street Livingston, MT 59047	INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		34SBAPP9189	04/30/2022	04/30/2023	EACH OCCURRENCE	\$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
			MED EXP (Any one person)				\$ 10,000	
			PERSONAL & ADV INJURY				\$ 1,000,000	
			GENERAL AGGREGATE				\$ 2,000,000	
			PRODUCTS - COMP/OP AGG				\$ 2,000,000	
							\$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED      RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is listed as additional insured

<b>CERTIFICATE HOLDER</b> City of Livingston Montana 414 E. Callender Street Livingston, MT 59047	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

**NO**  
**PARKING**

PARADE ROUTE

**JULY 2ND**

**1pm-6pm**

-Thank you

Chamber of Commerce

City Ordinance #LMC Sec 9-232

**NO PARKING**

**PARADE DAY, JULY 2ND**

**PARADE STAGING AREA**

**-Thank you**

**Chamber of Commerce**

February 25, 2022

City of Livingston  
414 E. Callender St  
Livingston, MT 59047

## Formal Requests for the Livingston Roundup Parade 2022

I would like to formally request the City of Livingston and the City Commission on April 5<sup>th</sup> at the commission meeting so that we adhere to the city policies, to reduce the fees for the garbage, staff fees and event location closure cost, to be reduced as in years past.

This is a terrific community, county and Statewide event that has the potential to give great economic opportunity as proven in the past 96 years of the production. The parade is 100% put on by volunteers from around the community, including City staffing. I have some of the figures from last year crowds during the Parade as we used the old-fashioned method of clicker counting per block on the route and it fell between 8000 and 9,000, we believe due to Covid. We are also reduced by removing 3 city blocks with the new route. A large amount of the folks that come are from Livingston and Park County, but we estimated approximately 40% were from nonresident, we gathered this information from our volunteers counting and asking directly. Of the dining and entertaining establishments, with only the fewer locations to visit on route, the dollar spent was at a decline last year by thousands of missed dollars with the additional changes made by the city, we hope to not have this occur again. Shops and art galleries had early visitors while waiting, the bars had plenty after and during the parade except the 100 blocks. Eventually 5000 people headed to the 8pm rodeo to grab a seat that evening. The hotels, vacation homes were full as well as the campgrounds with shuttles moving people efficiently.

This event has a long list of sponsors also a proven record of working with the City and local committees in a collaborative manner as well to reduce

# Livingston Area Chamber of Commerce

303 East Park St. Livingston MT 59047

406-222-0850

[www.DiscoverLivingston.com](http://www.DiscoverLivingston.com)

cost of needed sponsorship over many years. The Chamber of Commerce and Visitor Center is non-profit and is utilizing its liability insurance to cover the street event as its sponsorship but cannot fund such a large bill without procuring support or at least a discount.

The bill we receive for the event fees for street closures over the last 90 years was \$0 to \$100.00. Over the last few years, the City staff has updated the fee structure with a very different financial structure and made this event that was put on for the enjoyment for all and an economic driver for our downtown business community, too costly. At this time, even the street sweeper that has always ended our parade with cheers and waves now has a large fee attached. We are requesting a waiver of the garbage cans fee to be reduced to minimum cost from \$15.00 to \$8.00 as in last few years. We are looking at a total of approximately \$3600.00 to put on the parade and it needs it to come in at around \$600.00. But we can trade as last year and make the City of Livingston a Platinum Sponsor We are a non-profit and **all** funds are sponsorship raised by businesses and community members who believe in the spirit and historical value of what is created and continued for decades here in Livingston.

I thank you for your consideration at this time, and all of the combined efforts to pull off another great event for the City of Livingston so that we all may benefit.

Thank you,

Leslie Feigel, CEO  
Livingston Chamber of Commerce  
Visitor Center  
406-222-0850  
[info@livingston-chamber.com](mailto:info@livingston-chamber.com)

# City of Livingston Special Event Permit Application

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

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

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

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

Renter/Contact Name: Leslie Feigel, CEO

Organization: Livingston Area Chamber of Commerce + VEC

Email Address: info@Livingston-Chamber.com Tax ID Number: 81-0160223

Address: 303 East Park Street City, State, Zip: Livingston, MT. 59047

Mobile Phone: 406-223-6603 Work Phone: 406-222-0850

Group insuring event: The Hart School

Insurance Company: LightSail & Assoc. LLC Policy Number: 31 SBAPP9189

Insurance Agent: Harper West Insurance Phone: 720-261-2249

Insurance Address: 8354 Northfield Blvd, Ste 3700, San Antonio TX 78257

**Event Information**

Name of Event: 96<sup>th</sup> Annual Livingston Roundup Parade Date of Event: 7-2-21

Event Type: Parade Approx # of Attendees: 1000+

Proposed Route(s) and/or Map(s) Attached: yes Time(s) of event: 3 pm

Set up	Event	Event	Cleanup
Begins: <u>1:00 pm</u>	Begins: <u>3:00 pm</u>	ends: <u>5:00 pm</u>	Complete: <u>6:00 pm</u>

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

This is the 96<sup>th</sup> year of our Livingston Roundup Parade. We have a downtown route to support the local economy and kick off the 3 day Padeo Residents and Travelers also enjoy the 3 day art Festival. We chalk the streets for Safety and Limit how to throw candy. We place no parking Event Day Signs Out Ahead of SChedual & Staging Area signs.

Please identify any safety / security issues:

- Removal of parked Autos on Parade Route.
- We Chalk the Streets to Keep Kids out of Streets ?  
AWAY from Horses, floats, etc.

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

**Have food:** NO If yes, have you contacted the Park County Sanitarian at 406-222-4145 and followed all requirements?  
Just at local Restaurants along Route

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

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

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

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

**Need restrooms:** yes If yes, how do you plan to accommodate? (We recommend one toilet per 250 people)  
we will provide 10 porta potties - we usually get 6 no problem Crazy mandam Industries w/ hand sanitizer inside

**Need electricity:** yes If yes, what for and what source do you plan to use? for Announcer Stands .  
we obtain from Business on block or maybe poles on Route 3

**Utilize parking:** yes If yes, how do you plan to accommodate? 3 Autos  
at start of Route for staff and volunteers

**Utilize City park/facility/space:** NO If yes, please name the space and provide record of reservation. Contact the Recreation Department at 406-223-2233 to reserve.

**Use a stage, bleachers, tents or other temporary structures:** yes - one for Disabled on 2nd street  
If yes, please attach a drawing of proposed location(s) and sizes. \$30 irrigation locate fee applies when in parks.

**\*Utilize Cones, A-frames or Barricades from the City of Livingston:** at Alley ways  
Candlestick Cones: \_\_\_\_ @ \$3 each    A-Frames: \_\_\_\_ @ \$7 each    Barricades: \_\_\_\_ @ \$12 each

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

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

**Street Closure:** yes If yes, please notate number of streets\* in accurate space provided as well as on the route map  
\_\_\_\_ Mon - Fri, 7am - 4pm: \$110 each (up to 2 streets) \$50 per street over 2

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

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

**Alcohol to be served at event:** NO If yes, describe the location of sales, liquor license to be used and measures to insure proper ID for purchases and persons supervising the operation:

But a 4 hr waiver of (Non-Bottles) along Route enclosure to be approved

Liquor Liability Attached as described in Section 7

Proof of Alcohol Server Training as described in Section 7

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

Dogs create problems every year. Not allowed if not on leash.



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

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

Please describe plan for water/sanitation facilities and parking:

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

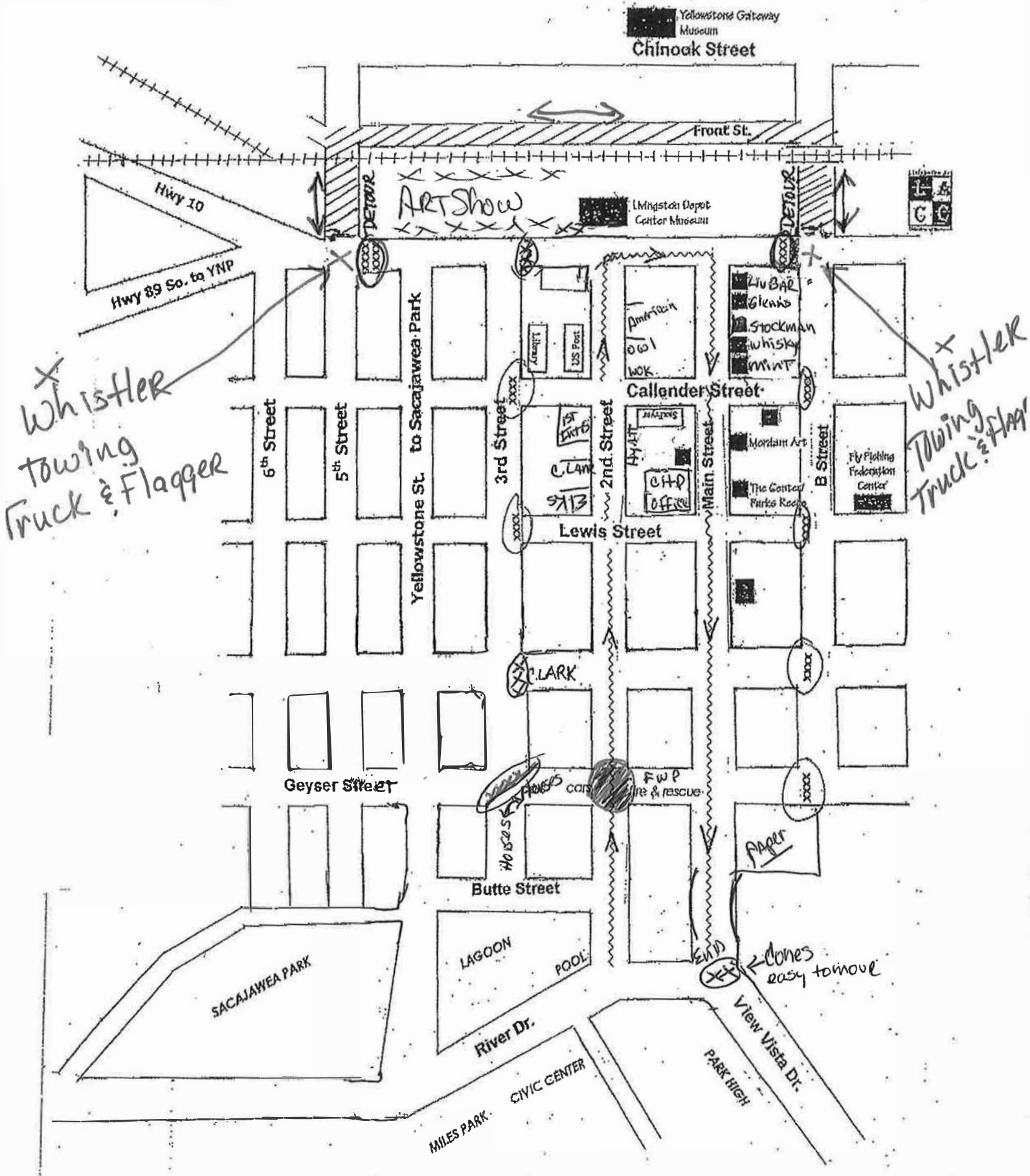
In consideration for permission to conduct its activity as requested, applicant agrees to indemnify, defend and hold harmless the City of Livingston, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person from all liability claims, actions or judgements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

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

[Signature] \_\_\_\_\_ 2-15-22  
Responsible Party (must have authority to sign) Date

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

We are hoping to receive a discount this year and I will work with city staff to see what we can do in exchange for sponsorship. We have attached our letter for request. At this point we are not sure how much to calculate.



X  
Whistler  
towing  
truck & Flagger

X  
Whistler  
Towing  
Truck & Flagger

ART Show

6<sup>th</sup> Street

5<sup>th</sup> Street

Yellowstone St. to Sacajawea Park

3<sup>rd</sup> Street

2<sup>nd</sup> Street

Callender Street

Lewis Street

Geyser Street

Butte Street

SACAJAWEA PARK

LAGOON

POOL

River Dr.

MILES PARK CIVIC CENTER

View Vista Dr. PARK HIGH

Yellowstone Gateway Museum

Chinook Street

Front St.

Livingston Depot Center Museum



Liv BAR  
Glens  
Stockman  
Whisky  
Mint

American  
Owl  
Wok

Liberty  
US Post  
CLARK  
S&B

SALES  
HYATT  
CITD  
OFFICE

Mountain Art  
The Control Parks Reg.

Fly Fishing Federation Center

FWP fire & rescue

PAPER

done easy to move

DETOUR

DETOUR

No 1525 cars

XXXX

XXXX

XXXX

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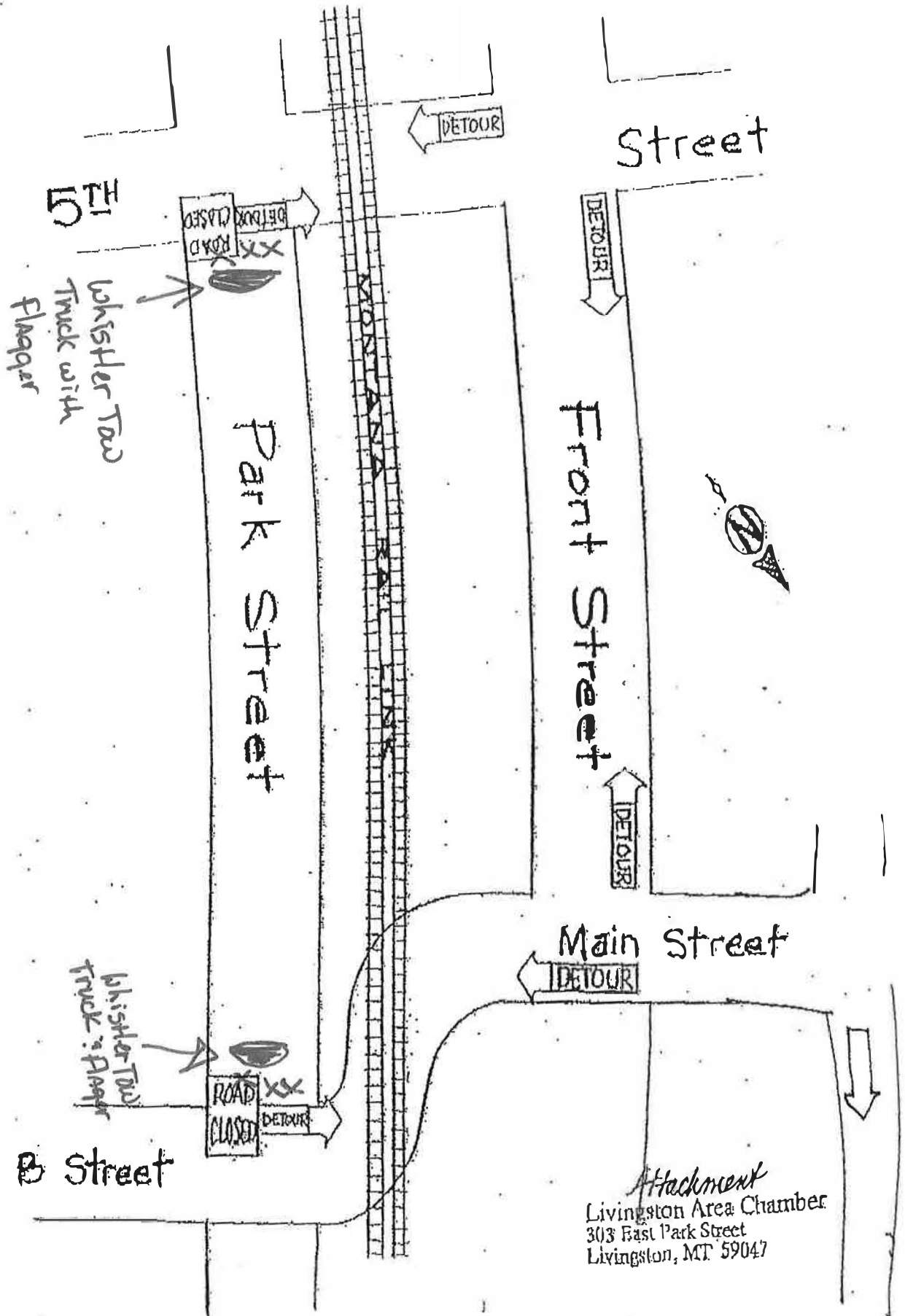
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*Attachment*  
 Livingston Area Chamber  
 303 East Park Street  
 Livingston, MT 59047

# Livingston Roundup Parade—July 2nd STREET PATROL INSTRUCTIONS & CONTACT NUMBERS

**#1** You must have a cell phone in case of questions & emergencies.

AFTER STREETS CLOSE....

If anyone needs to get across town, send them to 5th & Park Sts.  
or B & Park Sts. where they can access the detour on Front St.

If anyone needs to get in the parade line-up send them down H St.  
turning on View Vista towards PHS or down Yellowstone St.

*Large floats* are at PHS parking lot.

*All other* entries are at Middle School parking lot.

Horses unload at Civic Center.

Judged cars are on Geyser between 2nd & 3rd Sts.

If someone lives on the block you are patrolling, they are allowed  
access to park at their own home.

If anyone in a vehicle gives you a difficult time, call the POLICE.

*Leslie 223-6603*

Police 222-2050

*JACKIE 223-7835*

**#2** Be prompt & stay until parade ends.

WEAR ORANGE VEST AT ALL TIMES.

Orange barrier sticks are on corner of each closing intersection.

**#3** 2PM—All parade route streets close promptly.

**#4** Put orange sticks in place. To create a line barrier, attach tape to sticks.

AFTER PARADE, REMOVE BARRIER TAPE &

PUT ALL ORANGE STICKS BACK ON 1 CORNER.

THE CITY WILL PICK THESE UP IMMEDIATELY AFTER PARADE.

**#5** 3PM—LEAVE BARRIERS IN PLACE and move to parade route:

3rd Street Patrol moves 1 block to 2nd Street.

B Street Patrol moves 1 block to Main Street.

**#6** SPECIAL PARADE END INSTRUCTIONS

Patrol on 2nd Street: As the street sweeper turns onto Park St., cross 2nd St. and prevent cars from driving towards Main St. The parade is still traveling on Main.

All Patrols: For pedestrian safety wait until the street sweeper gets to Geyser before opening streets. Then return to your original street closing to put orange sticks back on 1 corner & remove tape. Please return orange vests to the CHAMBER OFFICE the following week. THANKS FOR ALL YOUR HELP!

**From:** [Lisa Lowy](#)  
**To:** [Faith Kinnick](#)  
**Subject:** FW: Chamber - Parade  
**Date:** Thursday, April 7, 2022 2:24:48 PM  
**Attachments:** [3079\\_001.pdf](#)

---

**Lisa L. Lowy, MHA, SHRM-CP**  
Administrative Services and HR Director  
City of Livingston  
406-823-9870

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**From:** Lisa Lowy  
**Sent:** Thursday, March 24, 2022 1:23 PM  
**To:** Dale Johnson (djohnson@livingstonmontana.org) <djohnson@livingstonmontana.org>; 'Courtney Lawellin' <clawellin@livingstonmontana.org>; Michael Kardoes (mkardoes@livingstonmontana.org) <mkardoes@livingstonmontana.org>; Ken MacInnes (firechief@livingstonmontana.org) <firechief@livingstonmontana.org>; Jim Woodhull (jwoodhull@livingstonmontana.org) <jwoodhull@livingstonmontana.org>; Paige Fetterhoff (pfetterhoff@livingstonmontana.org) <pfetterhoff@livingstonmontana.org>; Faith Kinnick (fkinnick@livingstonmontana.org) <fkinnick@livingstonmontana.org>; Maggie Tarr (mtarr@livingstonmontana.org) <mtarr@livingstonmontana.org>; Shannon Holmes (sholmes@livingstonmontana.org) <sholmes@livingstonmontana.org>  
**Subject:** Chamber - Parade

Hi everyone,  
I have received the Chamber’s Parade application – it is attached - as well as a request to be on the next agenda to have the City Commission “to overturn the City Manager and Police Chief’s decision”. As expected, this application is seeking the closure of Park Street. An alternative route “Plan B” is also included in the application packet.

The Chamber is seeking a waiver of all fees above \$600 and has not documented that they are working with other organizations to fund this event.

Below is an email I was blind copied on from Kris King (LBID/TBID) in response to Christina Nelson of the Fairgrounds Board who is advocating for the Park Street closure.

Please note that Leslie has not responded to my email from earlier this week but did drop this application off yesterday.  
Thanks,  
Lisa

**Lisa L. Lowy, MHA, SHRM-CP**  
Administrative Services and HR Director  
City of Livingston  
406-823-9870

**From:** Kris King [<mailto:info@downtownlivingston.org>]  
**Sent:** Thursday, March 24, 2022 12:38 PM  
**To:** Christina Nelson <[nelson0603.cn@gmail.com](mailto:nelson0603.cn@gmail.com)>  
**Cc:** Brian Menges <[mengesbrian@gmail.com](mailto:mengesbrian@gmail.com)>; Chair LBID <[livingstonbid@gmail.com](mailto:livingstonbid@gmail.com)>; Dale Sexton <[sexton.timbertrails@gmail.com](mailto:sexton.timbertrails@gmail.com)>; Karla Pettit <[pb2livingston@gmail.com](mailto:pb2livingston@gmail.com)>; Kathryn Bornemann <[outofthebluelivingston@gmail.com](mailto:outofthebluelivingston@gmail.com)>; Megan Eubank <[megan@eubankcreative.com](mailto:megan@eubankcreative.com)>; Tyler Erickson <[terickson@americanbankmontana.com](mailto:terickson@americanbankmontana.com)>; Kelly Baker <[kelly.baker@ldhg.com](mailto:kelly.baker@ldhg.com)>; Kathleen Kaul <[kathleenmariekaul@gmail.com](mailto:kathleenmariekaul@gmail.com)>; Tammy Fitzgerald <[hotel@yrinn.com](mailto:hotel@yrinn.com)>; Leslie Feigel <[info@livingston-chamber.com](mailto:info@livingston-chamber.com)>  
**Subject:** Re: Chamber

Hi Christina and Leslie, thank you for your question about the parade route on behalf of the Chamber, Christina. LBID has not been historically involved with the parade route or parade, although TBID helped fund portapotties so that parade-goers didn't overwhelm downtown business bathrooms. I reached out to our LBID Board co-chairs with your question, and although many members are away on Spring Break, the initial answer is; of course you are welcome to give a brief (5 minutes please) presentation to the board with the idea. Let me know if you are interested and I can add you to the next LBID agenda. I am cc'ing the members of all three boards so they are in the loop about your query about the parade route and our ongoing transparency.

I did double check on the regulations for shutting down US Highway 89, as we have not been previously involved, and learned that the Montana Department of Transportation will no longer take responsibility or liability for shutting down that stretch of highway/Park Street downtown (they changed that policy a few years ago) and the City has no jurisdiction and can not assume liability for a highway they don't have jurisdiction over. Because it is a highway, it is in a separate category from the rest of the City streets. You may want to speak with Lisa Lowy with the City, who handles those permits, and she can clarify with more details and regulations. While we understand the great fondness for how things were done before, our organizations work within current regulations and acknowledge that as our community grows and regulations change, traditions adapt to current conditions.

Currently, LBID has paid for 4th of July and Rodeo Celebration banners as beloved community cornerstones, and pays to have them installed downtown. All our groups will continue to publicize all community events that attract visitors, including those the Chamber puts on. TBID welcomes any grant requests from the Chamber for permit fees, portapotties again, or other expenses that help with the Parade and Rodeo, which bring out of town visitors to stay in Livingston hotels. While preference is given to cool-weather/shoulder season events when the hotels are not already full, the Chamber does qualify to apply for funding to help with events. There seems to be misinformation that the Chamber does not qualify for TBID funding, but events that bring overnight guests certainly do, and anyone applying for City permit waivers is encouraged to request funding from the TBID for that expense instead. Here is that link <https://www.explorelivingstonmt.com/tbid>

The boards all appreciate your attendance at our meetings and your desire to reach out and get involved. They take your input seriously and are discussing ways to increase community engagement in the future, we discussed meet-and-greet events and informational materials, to facilitate discussion and connections, outside of the narrow time and limitations of board

meeting protocol and regulations. We will be working on materials to help clarify the various - and complicated - roles of community organizations, as it is confusing for many. We hope your recent attendance at the board meetings helped clarify how the meetings work and the specific scope of each group, board and mission. We have to work within regulations and the narrow scope and budget of each organization, and are not structured as volunteer or membership-based organizations, traditional fund-raising nonprofits, or government agencies. We also only have part-time contract workers for specific projects, not staff, so our project scope is limited and strategically addresses each org's mission. For instance, there is no regulatory pathway to prevent Starbucks from moving in, but we offered the group addressing the issue to help with a "Support Small Local Coffee Shops" campaign, as that does fit within our missions.

Since there is no time at board meetings for Q & A or discussion forums, the offer I have made several times before to sit down with you to answer all your questions remains, and individual board members may wish to join us if they are available. Simply pick a time that works for you.

Thanks again for reaching out, and let me know if you want to be on the next LBID agenda for 5 minutes for public comment, although we do have a presentation from the flower basket contractor scheduled for the first five minutes of the April LBID meeting, so the end may be better.

Truly, Kris

On Fri, Mar 18, 2022 at 1:09 AM Christina Nelson <[nelson0603.cn@gmail.com](mailto:nelson0603.cn@gmail.com)> wrote:

I was wondering if your groups would be willing to help the Chamber with getting the Parade back onto Park Street like it was for years. This is a spot where I want you guys to know that Leslie is thinking about alot of you too, due to the fact that she is willing to fight for it for all the businesses on that block, the ones across from the Depot Park and even the ones with booths at the Depot Park. She thinks that if Park Street is shut down then it might encourage people to go that direction after the last part of the parade passes that area. Along with that them being spread out on that first block will also open up the chances of them seeing those businesses down there also, along with drinks and food before, during and after the parade. So I was wondering if your groups would be willing to help us convince the City of the importance of it for business, and multiple safety reasons, like the crossing to the Depot and spreading out of the people so maybe able to keep the children out of the streets more just to name a few. Also would be able to get more of our people back into the Parade that will not participate until that is opened back up to Park Street. If we can go at this together I think it might work, and it might be a way to get Leslie to start trusting in being able to work together. Just an idea.

Thank you  
Christina

--



**CELL** [406.222.4848](tel:406.222.4848)

**EMAIL** [info@downtownlivingston.org](mailto:info@downtownlivingston.org)

**WEBSITE** [downtownlivingston.org](http://downtownlivingston.org)

**MAIL** PO Box 284, Livingston, MT 59047





220 E Park Street  
 Livingston, MT 59047  
 Phone: 406-222-2005

DATE: APRIL 12, 2022

**TO:**  
 Livingston Chamber of Commerce  
 c/o Leslie Feigel  
 303 E Park Street  
 Livingston, MT 59047

**FOR:**  
 Livingston Roundup Parade  
 Saturday, July 2<sup>nd</sup>, 2022  
 Setup / Closures begins: 1:00 pm  
 Event Begins: 3:00 pm  
 Event ends: 5:00 pm  
 Clean up complete: 6:00 pm

DESCRIPTION	QUANTITY	RATE	AMOUNT
Special Event Application Fee	1	\$50.00	\$50.00
Per Street Road Closure: River Drive/Sacajawea Park Area	1	\$200.00	\$200.00
Per Street Road Closure: Butte & 3 <sup>rd</sup> Street (Horse Staging)	1	\$200.00	\$200.00
Per Street Road Closure: 2 <sup>nd</sup> Street (River – Geysler)	1	\$100.00	\$100.00
Per Street Road Closure: 2 <sup>nd</sup> Street (Geysler - Clark)	1	\$100.00	\$100.00
Per Street Road Closure: 2 <sup>nd</sup> Street (Clark - Lewis)	1	\$100.00	\$100.00
Per Street Road Closure: 2 <sup>nd</sup> Street (Lewis - Callender)	1	\$100.00	\$100.00
Per Street Road Closure: 2 <sup>nd</sup> Street (Callender – Park)	1	\$100.00	\$100.00
Per Street Road Closure: Main Street (View Vista – Geysler)	1	\$100.00	\$100.00
Per Street Road Closure: Main Street (Geysler – Clark)	1	\$100.00	\$100.00
Per Street Road Closure: Main Street (Clark – Lewis)	1	\$100.00	\$100.00
Per Street Road Closure: Main Street (Lewis – Callender)	1	\$100.00	\$100.00
Per Street Road Closure: Main Street (Callender to Park)	1	\$100.00	\$100.00
Per Street Road Closure: Geysler Street (3 <sup>rd</sup> – B Street)	1	\$100.00	\$100.00
Per Street Road Closure: Clark Street (3 <sup>rd</sup> – B Street)	1	\$100.00	\$100.00
Per Street Road Closure: Lewis Street (3 <sup>rd</sup> – B Street)	1	\$100.00	\$100.00
Per Street Road Closure: Callender Street (3 <sup>rd</sup> – B Street)	1	\$100.00	\$100.00
Trash Can (1 <sup>st</sup> Can)	1	\$30.00	\$30.00
Trash Cans (each additional beyond 1)	15	\$15.00	\$225.00
EMS stationed at event	1	\$150.00	\$150.00
Livingston Police stationed at event	1	\$150.00	\$150.00
Street Sweeper end of event	1	\$250.00	\$250.00
		TOTAL	\$2,655.00

**File Attachments for Item:**

**D. DISCUSS/APPROVE/DENY: LIVINGSTON AREA CHAMBER OF COMMERCE'S FEE WAIVER REQUEST FOR 16TH ANNUAL WHEELS CLUB CAR SHOW.**

Livingston Wheels Car Club

2/25/2022

512 North K Street

Livingston, Mt. 59047

406-223-9690

City of Livingston

414 E. Callender St

Livingston MT 59047

Re: Livingston Wheels Car Show

Dear City Staff,

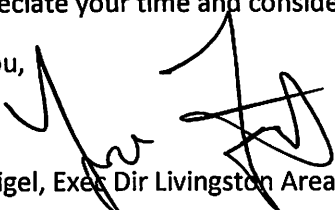
The proposed car show will be on June 4<sup>th</sup> ,2022 as it is the Annual kick off to the Summer here in Livingston for the last 18 years.

We, as you know, have paid a minimal fee for the road closure over the years in the tune of 100 to 200 per year. We understand it is a Saturday and most departments are closed which is why if the closures are as always dropped off on Friday night on the corners, we can pull into place Saturday am at 8. At the end of the show, we will pull back onto the corners as we have done in the past years.

The estimated fee we assume is \$400 to \$500 and we are requesting the City Staff to lower the cost and become a sponsor as allowed for the event to be at the annual cost of \$200 plus three garbage cans. We see no need for a street sweeper, and we have no food vendor sales. We are a non-profit and the cost of the event is all donations and entry fees which pay for the awards, and we would greatly appreciate the reduction as allowed by city staff.

We appreciate your time and consideration on this matter.

Thank you,



Leslie Feigel, Exec Dir Livingston Area Chamber of Commerce

Gil Schwarze, Car Club President

### City of Livingston Special Event Permit Application

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

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

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

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

Renter/Contact Name: Leslie Feigal, CEO Gil Schwartz

Organization: Livingston Area Chamber 223-9690 411

Email Address: info@Livingston-Chamber.com Tax ID Number: \_\_\_\_\_

Address: 303 E. Park St. City, State, Zip: Livingston, MT 59047

Mobile Phone: 406-223-6603 Work Phone: 282-0850

Group insuring event: The Heartford

Insurance Company: Lightfoot & Assoc, LLC Policy Number: 345BAPP9189

Insurance Agent: Harper West Insurance Phone: 720-261-2249

Insurance Address: 8354 Northfield Blvd, Ste. 3700, San Antonio, Tx 78257

**Event Information**

Name of Event: 16th Annual Livingston Wheels Car Show Event: June 4th 2022

Event Type: Car Show Approx # of Attendees: 75-110 Autos

Proposed Route(s) and/or Map(s) Attached:  Time(s) of event: 9-4

Set up	Event	Event	Cleanup
Begins: <u>8am</u>	Begins: <u>9am</u>	ends: <u>3pm</u>	Complete: <u>4pm</u>

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

This is the event tied to the "Historic Livingston Summer Kick off". Our Museums and the Main Street Car Show will experience a shuttle to move people from all three locations. Main Street. to Yellowstone Gateway Museum to the Depot Museum. Music, Awards & we normally have 75 Autos & a few vendors Auto Related. Music is played & drawing for public to vote on favorite vehicles etc.

Please identify any safety / security issues: \*we always need help Removing Autos in Closure Areas.

\* Only issues is when we cant Remove all Cars off of the Closure Area AS they can damage Show CARS

Do you plan for your event to: IF they try to leave during the Event.

Have food: NO If yes, have you contacted the Park County Sanitarian at 406-222-4145 and followed all requirements? only Local businesses.

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

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

✓ Mon - Fri, 7am - 4pm: \$20 for first can; \$10 per additional can  
✓ Mon - Fri, 4pm-10pm; Saturday & Sunday: \$30 for first can; \$15 per additional can \$60.00

Need restrooms: NO If yes, how do you plan to accommodate? (We recommend one toilet per 250 people)  
The Car Club is getting a Porte Potty Lg per Participants.

Need electricity: yes If yes, what for and what source do you plan to use?  
The Music DJ will discuss with a Local business as usual.

Utilize parking: yes If yes, how do you plan to accommodate?  
All Autos ? Show CARS are to be parked on Main St.

Utilize City park/facility/space: no If yes, please name the space and provide record of reservation. Contact the Recreation Department at 406-223-2233 to reserve.

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

\*Utilize Cones, A-frames or Barricades from the City of Livingston:  
Candlestick Cones:        @ \$3 each    A-Frames:        @ \$7 each    Barricades:        @ \$12 each  
Construction Fencing:        @ \$15 / 100 feet

\*When rented individually these items do require a \$100 refundable deposit upon return of items  
Street Closure: yes If yes, please notate number of streets\* in accurate space provided as well as on the route map  
       Mon - Fri, 7am - 4pm: \$110 each (up to 2 streets) \$50 per street over 2  
✓ Mon - Fri, 4pm-10pm; Saturday & Sunday: \$200 each (up to 2 streets) \$100 per street over 2

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

Alcohol to be served at event: NO If yes, describe the location of sales, liquor license to be used and measures to insure proper ID for purchases and persons supervising the operation: only businesses on Main St. from within closure area.

- Liquor Liability Attached as described in Section 7
- Proof of Alcohol Server Training as described in Section 7

Requests for special animal policy considerations as described in Section 7: NO If yes, please describe:  
Signs to be posted Dog's must be on Leash.

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

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

Please describe plan for water/sanitation facilities and parking:

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

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

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

[Signature] \_\_\_\_\_ 2-28-22  
Responsible Party (must have authority to sign) Date

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

\$100.00 Fee

Application # \_\_\_\_\_

**CITY OF LIVINGSTON**

**APPLICATION FOR TEMPORARY STREET/ALLEY/SIDEWALK CLOSURE**

To be completed by the applicant - Incomplete applications will not be processed.

Name: Leslie Feigel

Contact Person: \_\_\_\_\_ Phone: 222-0850

Address: 303 East Park Street

Livingston Chamber of Commerce

Street/Alley/Sidewalk Location: Main Street 2nd Block & part of 1st

**Please attach a map showing the location with a depiction of the street closure.**

Duration of Closure: 9-3 8-4

IN ORDER TO PROMOTE PUBLIC SAFETY AND PROTECT LIFE AND PROPERTY IT IS NECESSARY FOR EVERY PERSON, PARTY, OPERATION, BUSINESS OR UTILITY DESIRING TO TEMPORARILY CLOSE ANY CITY STREET, ALLEY OR THOROUGHFARE TO OBTAIN A PERMIT PRIOR TO SUCH CLOSURE AND POST BOND AS MAY BE REQUIRED.

**APPLICANT HEREBY AGREES TO THE FOLLOWING CONDITIONS:**

1. To perform all work in compliance with Livingston Municipal Code.
2. To notify the City Public Works Office prior to starting any work within the City right-of-way covered by this permit.
3. To meet all requirements for warning signs, traffic control and public safety (Manual on Uniform Traffic Control Devices).
4. To provide proof of insurance, indemnify and save harmless City of Livingston, its officers and employees, from responsibility, damage, or liability arising from the exercise of the privileges granted herein.
5. Applicant will be responsible for any damage to other installations already in place.
6. If closure is in the Downtown Area, all nearby businesses must be notified and provide notification documentation to the City as part of the application process.

**IT IS FURTHER AGREED:**

1. Above named applicant doing or authorizing said work will pay a fee as required, said fee to be retained by the City of Livingston.
2. Applicant shall not exceed or modify the scope of this project without prior approval from the City Public Works Department.
3. All work shall be inspected upon completion as arranged for by both parties, the Applicant and the City of Livingston or his representative.
4. Permittee shall maintain, at its/his sole expense, the installation and/or structures for which this permit is granted, in a condition satisfactory to the County.
5. Should the work fail to meet standards, or if a defect in said work creates a situation affecting public health, welfare or safety, the applicant is solely responsible for correction of the deficiency. If applicant, upon notification by the City of Livingston. Fails to correct said deficiency, the City of Livingston may make or authorize such corrections. All costs incurred in said corrections shall be charged against the Applicant, the Applicants heirs, assigns, or permittee bond. Emergency situations, as determined by the City of Livingston, shall be corrected immediately upon notification.
6. The applicant agrees to hold the City of Livingston harmless for any damage to their facilities occurring during normal road maintenance operation now and in the future.
7. Nothing contained in this permit shall relieve Applicant of responsibility for the work performed under any permit granted.

**The terms of this permit application are accepted and agreed to by:**

\_\_\_\_\_  
Signature of Applicant(s) Date

**Send the completed application form along with applicable fees and drawings to the following address:**

City of Livingston  
330 Bennett Street  
Livingston, MT 59047  
Phone: (406) 222-5667

\*\*\*\*\*

OFFICE USE ONLY - COPY OF FEE=S HERE

**REVIEW OF APPLICATION FOR TEMPORARY STREET/ALLEY/SIDEWALK CLOSURE**

- To be completed by the City of Livingston Street Foreman -

COMPLETE APPLICATION RECEIVED? Yes \_\_\_\_\_ No \_\_\_\_\_

INSPECTION FEE PAID? Yes \_\_\_\_\_ No \_\_\_\_\_ Amount \_\_\_\_\_

TRAFFIC/PEDESTRIAN CONTROL PLAN SUBMITTED? Yes \_\_\_\_\_ No \_\_\_\_\_

PROOF OF INSURANCE PROVIDED? Yes \_\_\_\_\_ No \_\_\_\_\_ Company \_\_\_\_\_

BOND PROVIDED? Yes \_\_\_\_\_ No \_\_\_\_\_ Amount \_\_\_\_\_

**PRELIMINARY INSPECTION OF APPLICATION RECOMMENDED FOR:**

APPROVAL \_\_\_\_\_ CONDITIONAL APPROVAL \_\_\_\_\_ DISAPPROVAL \_\_\_\_\_

City Street Foreman Date \_\_\_\_\_

List conditions of approval: \_\_\_\_\_

**DECISION ON APPLICATION FOR TEMPORARY STREET/ALLEY/SIDEWALK CLOSURE**

- To be completed by the City of Livingston -

The City of Livingston, Montana, do hereby:

APPROVE \_\_\_\_\_ CONDITIONALLY APPROVE \_\_\_\_\_ DISAPPROVE \_\_\_\_\_

The permit application for temporary street/alley closure. *\*Communication Center must be notified at least 1 hour prior to closure and upon re opening the street/alley.*

**Signatures of Approval:**

**1. Police Chief or his designee:**

Approved \_\_\_\_\_ Date \_\_\_\_\_

**2. Fire Chief or his designee:**

Approved \_\_\_\_\_ Date \_\_\_\_\_

**3. Public Works Director or his/her designee:**

Approved \_\_\_\_\_ Date \_\_\_\_\_

**4. A representative of the Montana Department of Transportation if a Special Event is proposed to take place on a state maintained Highway or Urban Property:**

Approved \_\_\_\_\_ Date \_\_\_\_\_

**FINAL INSPECTION OF STREET/ALLEY/SIDEWALK CLOSURE**

- To be completed by the City of Livingston -

Inspected by \_\_\_\_\_ Inspection Date \_\_\_\_\_

**Completed project: \_\_\_\_\_ meets requirements of the preliminary application  
\_\_\_\_\_ does not meet approval for the following reasons: \_\_\_\_\_**

NOTICE: Approval of the foregoing application shall not grant authority to the permittee to burden or otherwise impair or infringe on any third party property interests which may exist or inure to the benefit of third parties relative to the county property or right-of-way which is referenced in this application.



**INSURANCE REQUIREMENTS**

Any person requesting permission to close a City Street or alley in any public right-of-way shall be required to provide documentation of the following minimum insurance coverages:

**General Liability Insurance** This insurance shall include coverage for collapse and underground (CU) hazard, explosions (X) coverage, and contractual liability.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Commercial General Liability	Each Occurrence: \$1,000,000 General Aggregate Limit: \$2,000,000 Products – Completed Operations Aggregate Limit: \$2,000,000 Personal & Advertising Injury: \$1,000,000 Fire Damage (any one fire): \$ 50,000

**Automobile Liability Insurance** – This insurance shall include coverage for owned, non-owned, and hired vehicles.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Business Automobile Liability	Combined Single Limit: \$1,000,000

**Worker’s Compensation Insurance**

State:                    Statutory  
Federal:                 Statutory  
Employer’s Liability: \$500,000

The City of Livingston shall be named as additional insured on all required insurance coverages.



**NO**  
**PARKING**  
**CAR SHOW**  
**SATURDAY JUNE 4TH**  
**Main Street**  
**8am-4pm**

-Thank you Chamber of Commerce  
City Ordinance #LMC Sec 9-232

Livingston Recreation Department  
229 River Drive  
Livingston, MT 59047  
406-223-2233  
rec@livingstonmontana.org  
http://www.livingstonmontana.org/



**Registration/Payment Receipt 36424504**

03/08/2022 02:25 PM

**Account Information**  
Wheels Car Club  
Gil Schwarze  
512 N K Street  
Livingston, MT 59047

**Payment**  
Check (#13866) \$50.00  
Payer: Livingston Area Chamber of Commerce

**Received By**  
Maggie Tarr at Civic Center

Item	Quantity	Balance Due	Amount Paid
Special Event Administration Fee - Resident	1.00	\$0.00	\$50.00
Road Closure Evening/Wkend/Holiday	1.00	\$200.00	\$0.00
Addtl. Road Closure Evening/Wkend/Holiday	2.00	\$200.00	\$0.00
1st Garbage Can Evening/Wkend	1.00	\$30.00	\$0.00
Addtl Garbage Can Evening/Wkend	2.00	\$30.00	\$0.00
<b>Subtotal</b>			<b>\$50.00</b>
<b>Total Payment</b>			<b>\$50.00</b>
<b>Change in Balance</b>			<b>\$460.00</b>
<b>Account Balance</b>			<b>\$460.00</b>

(As of 03/08/2022 02:25 PM)

Thank you for reserving a facility with the City of Livingston

**Reservation Status:** A reservation is considered binding after The Facility Rental Agreement has been established and approved by City Personnel.

**If a Special Event Application is required, the reservation is not considered binding until after all City departments have approved the Special Event Application.** Rental applicants may not advertise until after this time.

**Cancellation Policy:** Deadline for cancellation is 7 days prior to your event. We cannot give refunds after the deadline. The City of Livingston will not be held responsible for emergencies that may arise that require the Civic Center, Band Shell or Gazebo area to be closed, i.e. floods, electrical outages, sewer backups, or any other unavoidable emergency situations. Should this occur, the rental fee and deposit will be refunded, unless the renter is able to reschedule the event. Notification of any emergency situation will be given to the renter as soon as possible.

**Problems:** If you encounter a problem during your rental, please call The Recreation Department Office at 223-2233, or Recreation Manager at 222-8155 **only** if you cannot get in contact with the Recreation Department staff. If it is an emergency and you cannot reach any of the listed contacts, please call 222-2050 and ask for the person on call for Public Works.

*The City of Livingston does not deny access to the facility to anyone on the basis of race, sex, religion, creed, national origin, or political views. Further, permitting any group to use the facility does not imply the endorsement of any views by the City of Livingston. The City of Livingston reserves the right to refuse application for good cause or to revoke the rental applicant's permit privileges.*

**LIVINGSTON AREA**

**CHAMBER OF COMMERCE**

**13866**

City of Livingston

2/16/22

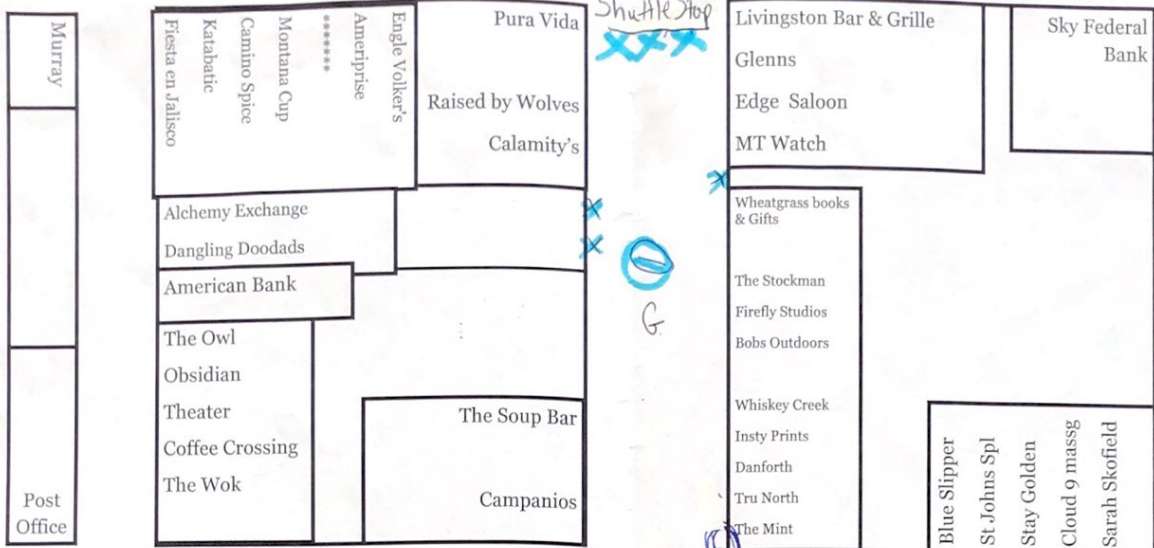
Car Show application fee

50.

198

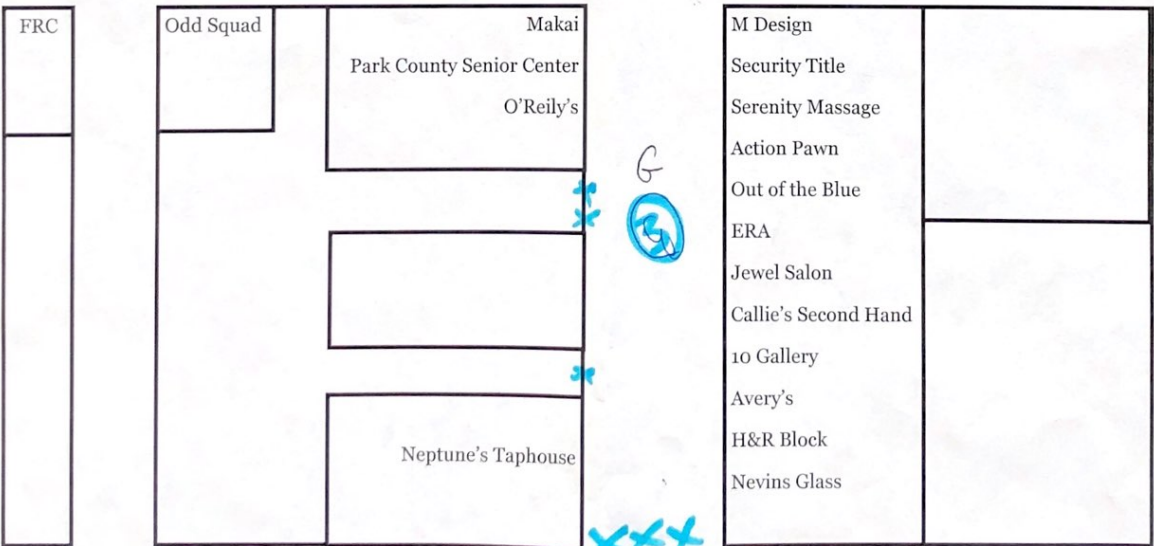
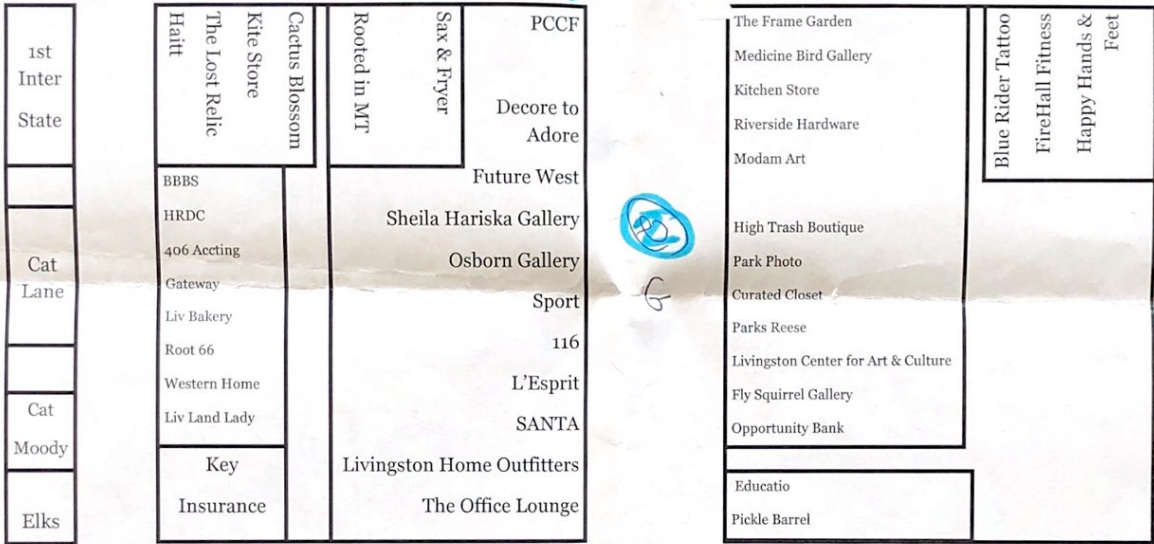
FIB - CHAMBER OPE Car Show application fee

50.00



Shuttle Stop

Entry



220 E Park Street  
 Livingston, MT 59047  
 Phone: 406-222-2005

DATE: APRIL 13, 2022

**TO:**  
 Livingston Chamber of Commerce  
 c/o Leslie Feigel  
 303 E Park Street  
 Livingston, MT 59047

**FOR:**  
 16<sup>th</sup> Annual Wheels Car Club Car Show  
 Saturday, June 4<sup>th</sup>, 2022  
 Set up: 8:00am – 9:00am  
 Event: 9:00am – 10:00am  
 Breakdown: 3:00pm – 4:00pm

DESCRIPTION	QUANTITY	RATE	AMOUNT
Special Event Application Fee	1	\$50.00	\$50.00
Per Street Road Closure: Main Street (Park – Callender)	1	\$200.00	\$200.00
Per Street Road Closure: Main Street (Callender – Lewis)	1	\$100.00	\$100.00
Per Street Road Closure: Main Street (Lewis – Clark)	1	\$100.00	\$100.00
Trash Can (1 <sup>st</sup> Can)	1	\$30.00	\$30.00
Trash Cans (each additional beyond 1)	2	\$15.00	\$30.00
TOTAL			\$510.00
PAID APPLICATION FEE			\$50.00
BALANCE			\$460.00