



Livingston City Commission Agenda

June 20, 2023

5:30-8:30 PM

City – County Complex, Community Room, and Zoom

<https://us02web.zoom.us/j/82249971942?pwd=VXVmOW1hSndLKzQ4L3l1MVByeFpldz09>

Meeting ID: 822 4997 1942 **Passcode 066427** Call in: (669) 900-6833

1. Call to Order
2. Roll Call
3. Public Comment

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

4. Consent Items

- A. APPROVAL OF MINUTES FROM JUNE 6, 2023, REGULAR MEETING. PG. 4**
- B. RATIFY CLAIMS PAID 05.24.2023-06.13.2023. PG. 17**
- C. OPEN CONTAINER SPECIAL EXCEPTION REQUEST, OWL LOUNGE HOSTS ANNUAL PBR AFTERPARTY ON JULY 15, 2023. PG. 32**
- D. CONSIDERATION OF AGREEMENT 2020 FOR SOLID WASTE HAULING AND DISPOSAL SERVICES. PG. 49**
- E. CONSIDERATION OF AGREEMENT 2021 FOR AGREEMENT WITH STAFFORD ANIMAL SHELTER. PG. 56**

5. Proclamations

- A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON DECLARING JUNE 18-24TH AS NATIONAL POLLINATORS WEEK IN LIVINGSTON. PG. 66**

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

- A. RESOLUTION NO. 5092: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DESIGNATING LIVINGSTON MONTANA AS A BEE CITY USA® AFFILIATE. PG. 68**
- B. RESOLUTION NO. 5093: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OBJECTING TO A MAIL BALLOT ELECTION FOR THE CITIES MUNICIPAL ELECTION, AND CALLING FOR AN ELECTION TO BE HELD. PG. 73**

10. Action Items

A. INTRODUCTION OF CITY MANAGER'S RECOMMENDED FY 2024 BUDGET. PG. 76

B. UPDATE ON COMMUNITY WELLNESS CENTER PROJECT. PG. 78

11. City Manager Comment

12. City Commission Comments

13. Adjournment

Calendar of Events

Supplemental Material

Notice

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

File Attachments for Item:

A. APPROVAL OF MINUTES FROM JUNE 6, 2023, REGULAR MEETING.



Livingston City Commission Minutes

June 06, 2023

5:30-8:30 PM

City – County Complex, Community Room

<https://us02web.zoom.us/j/89904889022?pwd=MWkrTXBYMGxBR2ZJTndLS21SUUkvQT09>

Meeting ID: 899 0488 9022 **Passcode: 135919** Call In: (669) 900-6833

1. Call to Order

2. Roll Call in attendance: Chair Nootz, Vice-Chair Kahle, Commissioner Friedman and Lyons, Commissioner Schwarz was excused. Staff in attendance City Manager Grant Gager, Interim City Attorney Jon Hesse, Planning Director Jen Severson, Finance Director Paige Fetterhoff, Police Chief Dale Johnson, and 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)

- Leslie Fiegel spoke to how the parade route has changed, shared how the festivities benefit the local economy.
- Lindie Gibson shared the City should explore the NW corner of Sacajawea Park for the new Rec center.
- Jay Kiefer spoke regarding a letter he received regarding federal COVID wastewater testing grant money the state has disbursed, the proposed Wellness Center and Summerfest
- Jan Lukenbill spoke about the parade route and the Community of Ennis. Chuck Tanner spoke regarding impacts as a local business owner.
- Eric Brandley spoke about the parade, encouraged the city to launch a mobile command center to mitigate any risks.
- Michael Adams spoke in support of the original parade route.
- Patricia Grabow gave public comment regarding the parade route, and encouraged the Commission to return the CVB back to the Chamber of Commerce.
- Jackie Fiegel Miller gave public comment in support of the original parade route.
- Christina Nelson gave public comment in support of the original parade route.

4. Consent Items 6:16 p.m.

A. APPROVE MINUTES FROM MAY 16, 2023, REGULAR MEETING.

- B. RATIFY CLAIMS PAID 05/01/2023-05/23/2023.**
- C. ACCEPT CITY COURT FINANCIAL REPORT FROM APRIL 2023.**
- D. CONSIDERATION OF OPEN CONTAINER SPECIAL EXCEPTION REQUEST FOR THE 99TH ANNUAL LIVINGSTON ROUNDUP PARADE ON JULY 2ND.**
- E. 2023 SUMMERFEST OPEN CONTAINER EXCEPTION REQUEST FOR EVENT ON JULY 15, 2023.**
- F. NORTHWESTERN ENERGY UTILITY BORE/ REPLACEMENT UNDER FLESHMAN CREEK.**
- G. ACCEPT RECOMMENDATION FROM LIVINGSTON DESTINATION MANAGEMENT ORGANIZATION (FORMERLY CVB) BOARD TO FILL VACANCIES.**
- H. LBID BOARD MEMBER RECOMMENDATION.**

- Lyons motioned to pull consent item F for discussion, approving A-E & G-H, seconded by Kahle. All in favor, passed 4-0. Lyons asked clarifying question of Gager regarding consent item F. Lyons motioned to approve consent item F, seconded by Kahle, passes 4-0.

5. Proclamations 6:20 p.m.

- A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, DECLARING JUNE 30th - JULY 4th, 2023, AS RODEO DAYS IN LIVINGSTON, MONTANA.**

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 6:30 p.m.

- A. DISCUSS/APPROVE/DENY: SPECIAL EXCEPTION PERMIT REQUEST FROM SHANE LELANI CENTER. (Continued from the May 16th Meeting)**

Nootz called on Gager to open the discussion. Who advised staff had provided a new recommendation adding additional clarity to the recommendations made during the May

15th meeting. Nootz followed with a process question for Gager, and then reminded fellow commissioners that during the May 16th meeting, Schwarz made a motion to approve with the updated staff recommendations as provided by Jen Severson, and received a second by Kahle. 10-minute recess taken at 7:00 p.m.

Received public comments from Caleb Platt, Jay Kiefer, James Willich, Greg Coleman, Wyeth Wyndam, Joanne Gardner Lowell, Ava Petry, Amy Zannoi, Vicki Petry, Devin Johnson, Patricia Grabow, Sal Lalani, Adam Stern, Spencer Pucket, Jeannette Waldron, Charolette McGuinn Freeman, Tim Stevens and Fionna Shinn. The commissioners entered deliberations, reviewing their new deliberations process including identifying the goals, identifying the advantages of the project, and any existing challenges, problem solving, and finally discussed additional conditions for approval.

Additional recess at 8:20 p.m., reconvened at 8:27 p.m. Motion to extend the meeting by Kahle, seconded by Lyons, all in favor, passes 4-0.

Russel Lewis shared acoustic/decibel readings taken by Black Box Design. Nootz shared own independent results. Deliberations continued. Adding language covering noise with the addition of an agreement between the Shane LaLani Center and Lincoln school for the promotion of event parking at the Lincoln School. Events over 300 people in attendance will require additional city staff on duty or contracted/properly licensed and insured EMS providers.

Nootz made a motion to amend the Special Exception Permit for the Shane Center with the updated staff recommendations as provided by Jen S, Commission added additional condition #12 the applicant will not hold more than 3 events per week requiring LFR/EMS onsite and condition #13 will have provided evidence in advertisements that offsite parking has been secured and is available at Lincoln School. Seconded by Lyons, all in favor, passes 4-0. Vote on original motion with updated staff recommendations, passes 4-0.

~~B. TRANSMITTAL OF THE CITY MANAGERS RECOMMENDED BUDGET~~

Continued until 06/20/2023 meeting, due to late hour of the day 9:53 p.m.

C. DISCUSS: SUMMER COMMISSIONER LISTENING SESSIONS AT FARMER'S MARKET. Will see the Commission at the Market beginning the week of June 14th, suggested theme based market days with some staff in attendance.

- 11. City Manager Comment
- 12. City Commission Comments
- 13. Adjournment

Motion by Lyons, seconded by Friedman, all in favor, passes 4-0 10:06 p.m.

Public in Virtual Attendance

- | | | |
|-------------------------|-------------------|--------------------|
| Rusty Trzpuc | Dain Rodwell | Sara Gillen |
| Jeannette Waldron | Valarie Kinley | Quincy Zabrowski |
| Julie Bendon | Charlotte Freeman | Victoria Gaparakis |
| Arlene Roemer da Feltre | Katheryn Lewis | Greg Coleman |
| Andrew Reichart | Pattie Ottoman | Becca Frucht |
| Carol Lalani | Dave Miller | Sarah Stands |
| Dann Babcox | Kris King | Paultte Epple |
| Tim Stevens | Diana Windham | Fionna Shinn |
| Emily Hutchinson | | |

Public Comment Sign-In Sheet

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

PRINTED NAME	ADDRESS
1. Leslie Feigel, CEO	
2. Lindie Gibson	215 W Clark
3. Jay KAK	3255 Main
4. Jan Dukandee	109 5 th ST W CP 59018
5. Chuck banner	51 Libra. Dr. Emigrant
6. ERIC BRADLET	276 TRAIL CREEK
7. MICHAEL ADAMS	S ISLAND PARK DR
8. Patricia Grabow	204 E. Callender St (L)
9. Jackie Feigel	166 Miller DR-
10. Christina Nelson	88 Falls cr Rd
11. Caleb Platt	214 S. E
12. James Willich	108 S F ST
13. Greg Coleman	11 Yellowstone Trail / Lidg
14. WYETH WZNDHAM	128 South
15. Joanne G. Lowell	523 N. 3rd.
16. Ava Petry	102 N. 8th st
17. Amy Z...	225 S 9th
18. Vicki Petry	102 N. 8th st.
19. Devon Johnson	213 1/2 W Park St
20. Sel Lalanc	406 - 579 - 4253
21. Adam Stern	208 South F Street

NAME

ADDRESS

22 Spencer Puchrett

214 SE Street

NAME	ADDRESS
1. [Faint Name]	[Faint Address]
2. [Faint Name]	[Faint Address]
3. [Faint Name]	[Faint Address]
4. [Faint Name]	[Faint Address]
5. [Faint Name]	[Faint Address]
6. [Faint Name]	[Faint Address]
7. [Faint Name]	[Faint Address]
8. [Faint Name]	[Faint Address]
9. [Faint Name]	[Faint Address]
10. [Faint Name]	[Faint Address]
11. [Faint Name]	[Faint Address]
12. [Faint Name]	[Faint Address]
13. [Faint Name]	[Faint Address]
14. [Faint Name]	[Faint Address]
15. [Faint Name]	[Faint Address]
16. [Faint Name]	[Faint Address]
17. [Faint Name]	[Faint Address]
18. [Faint Name]	[Faint Address]
19. [Faint Name]	[Faint Address]
20. [Faint Name]	[Faint Address]
21. [Faint Name]	[Faint Address]
22. [Faint Name]	[Faint Address]
23. [Faint Name]	[Faint Address]
24. [Faint Name]	[Faint Address]
25. [Faint Name]	[Faint Address]
26. [Faint Name]	[Faint Address]
27. [Faint Name]	[Faint Address]
28. [Faint Name]	[Faint Address]
29. [Faint Name]	[Faint Address]
30. [Faint Name]	[Faint Address]
31. [Faint Name]	[Faint Address]
32. [Faint Name]	[Faint Address]
33. [Faint Name]	[Faint Address]
34. [Faint Name]	[Faint Address]
35. [Faint Name]	[Faint Address]
36. [Faint Name]	[Faint Address]
37. [Faint Name]	[Faint Address]
38. [Faint Name]	[Faint Address]
39. [Faint Name]	[Faint Address]
40. [Faint Name]	[Faint Address]
41. [Faint Name]	[Faint Address]
42. [Faint Name]	[Faint Address]
43. [Faint Name]	[Faint Address]
44. [Faint Name]	[Faint Address]
45. [Faint Name]	[Faint Address]
46. [Faint Name]	[Faint Address]
47. [Faint Name]	[Faint Address]
48. [Faint Name]	[Faint Address]
49. [Faint Name]	[Faint Address]
50. [Faint Name]	[Faint Address]

From: [Grant Gager](#)
To: [Faith Kinnick](#)
Subject: FW: Shane Center Outdoor Expansion
Date: Sunday, June 4, 2023 10:13:51 AM

Hi,

Let's please start a file of email comments received on the Shane Center. We can distribute to the Commission on Tuesday mid-afternoon all of the emails received in one PDF file.

Thanks,
Grant

From: Melissa Nootz
Sent: Saturday, June 3, 2023 4:07 PM
To: Grant Gager <ggager@livingstonmontana.org>
Subject: Fwd: Shane Center Outdoor Expansion

Public comment for the record

From: Charlotte Freeman <cmf406@gmail.com>
Sent: Saturday, June 3, 2023 2:48:22 PM
To: citycommission@livingstonmontana.org <citycommission@livingstonmontana.org>
Subject: Shane Center Outdoor Expansion

Just got the paper and read the booster-ish piece about the Shane Center's planned extension.

I have a few concerns:

1) Parking. I live on the 200 S block of C Street. Adding the Body Shop Gym and 2 AirBnBs has had a serious impact on our parking. Most people in town have no option other than street parking. 500-800 people at an event means what for us?

Are you planning to institute residential parking permits? Because that's what we'll need if events of this size are going to be held in our neighborhood. We have many working people, elderly, and folks with little kids. What are they supposed to do when they come home from work and there's no parking in our neighborhood?

2) Noise. While I don't mind the Thursday evening concerts as they exist now, I can hear them as well in my backyard as I could if I was sitting over in that parking lot. And my yard faces B street. Those concerts end at 8, which is perfectly reasonable.

Adding amplified events of the size Shane is proposing, on top of the noise pollution we live with from events at the Civic Center, and the absolutely ungodly volume of the Fairgrounds events means that we will lose what shreds of peace we have left in the summertime. Most of us do not have air conditioning. Our windows are open. Is this fair to people who live in this neighborhood?

In short, I think the size and scope of this outdoor venue is inappropriate for a residential neighborhood. Please note my objection when considering the project.

thank you
Charlotte Freeman

--
Charlotte McGuinn Freeman
214 South C Street
Livingston, MT 59047
406-220-0240
charlottemcguinnfreeman.com

From: [Paula Coleman](#)
To: [Faith Kinnick](#)
Subject: Comment for Tuesday 6/6 city commission meeting
Date: Tuesday, June 6, 2023 10:24:42 AM

Greetings,

We are writing to recommend that the commission approve the special exception permit for the Shane Lalani Center for the Arts. As long time supporters, we know the Shane Center is dedicated to excellence and community.

They have returned exceptional value to Livingston from the city's contribution of the old Eastside school.

We are confident that they will do the same as they add this outdoor pavilion space.

They have already proven to be thoughtful neighbors with their business practices and we have no concerns that they will continue to add value to the Livingston community for years to come.

Thank you for your work, and taking this comment.

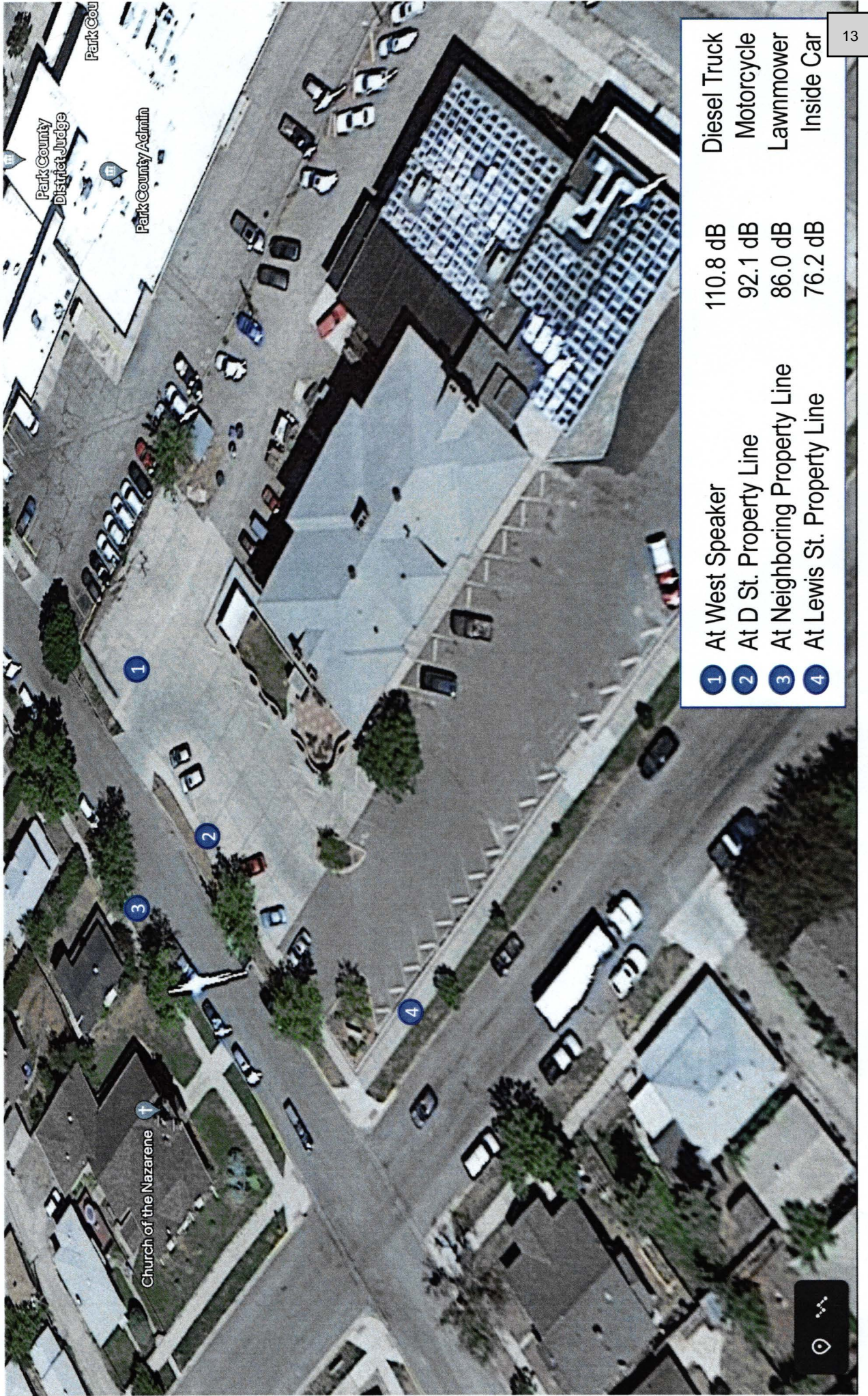
Sincerely,

Paua and Scott Coleman

SHANE LALANI CENTER FOR THE ARTS SUMMER OUTDOOR CONCERT SERIES DECIBEL READINGS

6/1/2023

Measurements from Jim Yocom, Black Box Design LLC



From: [Grant Gager](#)
To: [Faith Kinnick](#)
Subject: FW: 2023 Parade Route
Date: Sunday, June 11, 2023 11:15:10 AM

Public comment for the last meeting.

-----Original Message-----

From: Melissa Nootz
Sent: Tuesday, June 6, 2023 6:06 PM
To: Grant Gager <ggager@livingstonmontana.org>
Subject: FW: 2023 Parade Route

Please include in the record.

-----Original Message-----

From: ANDREA PEACOCK [<mailto:andreadpeacock@icloud.com>]
Sent: Tuesday, June 6, 2023 3:32 PM
To: City Commission <citycommission@livingstonmontana.org>
Subject: 2023 Parade Route

Dear Livingston City Commissioners-

I am an owner of Elk River Books at 122 S. 2nd Street, and understand that there is a conversation happening regarding this year's parade route.

Last year, not only was the parade routed away from our block of Second Street, but our street was closed to traffic. It turned what is usually one of our most successful days of the year into a literal dead zone.

We strongly urge the city to adopt the historic parade route, starting on Second Street from Geyser north to Park, over to Main Street, and then south back to the high school.

The 2022 route was a disaster for us and the other businesses on our block. Making a small business work here is hard enough without the city intentionally directing traffic away from us.

Sincerely,

Andrea Peacock
Elk River Books
(406) 333-2330

File Attachments for Item:

B. RATIFY CLAIMS PAID 05.24.2023-06.13.2023.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
AAA CLEANING, LLC							
3727	AAA CLEANING, LLC	2023.5.31	Bennett St cleaning	05/31/2023	125.00	125.00	06/08/2023
3727	AAA CLEANING, LLC	2023.5.31	Bennett St cleaning	05/31/2023	125.00	125.00	06/08/2023
3727	AAA CLEANING, LLC	2023.5.31	Bennett St cleaning	05/31/2023	125.00	125.00	06/08/2023
3727	AAA CLEANING, LLC	2023.5.31	Bennett St cleaning	05/31/2023	125.00	125.00	06/08/2023
3727	AAA CLEANING, LLC	2023.5.31	park street cleaning	05/31/2023	2,000.00	2,000.00	06/08/2023
Total AAA CLEANING, LLC:					2,500.00	2,500.00	
ALL SERVICE TIRE & ALIGNMENT							
22	ALL SERVICE TIRE & ALIGNME	66138	Flat repair	05/26/2023	20.00	20.00	06/08/2023
22	ALL SERVICE TIRE & ALIGNME	66169	Flat repair	06/02/2023	20.00	20.00	06/08/2023
Total ALL SERVICE TIRE & ALIGNMENT:					40.00	40.00	
ALPINE ELECTRONICS RADIO SHACK							
402	ALPINE ELECTRONICS RADIO	10291684	Office Supplies	05/22/2023	62.48	62.48	06/08/2023
402	ALPINE ELECTRONICS RADIO	10291878	Office Supplies	05/26/2023	21.00	21.00	06/08/2023
402	ALPINE ELECTRONICS RADIO	10291887	Office Supplies	05/26/2023	36.99	36.99	06/08/2023
402	ALPINE ELECTRONICS RADIO	10292169	Office Supplies	06/05/2023	19.99	19.99	06/08/2023
Total ALPINE ELECTRONICS RADIO SHACK:					140.46	140.46	
ALSCO							
10005	ALSCO	LBIL1858257	330 BENNETT	06/02/2023	11.95	11.95	06/08/2023
10005	ALSCO	LBIL1858257	330 BENNETT	06/02/2023	11.95	11.95	06/08/2023
10005	ALSCO	LBIL1858257	330 BENNETT	06/02/2023	11.95	11.95	06/08/2023
10005	ALSCO	LBIL1858257	330 BENNET	06/02/2023	11.94	11.94	06/08/2023
10005	ALSCO	LBIL1858474	220 E PARK MATS	06/05/2023	100.86	100.86	06/08/2023
Total ALSCO:					148.65	148.65	
AMERICAN AUTOMOTIVE							
3378	AMERICAN AUTOMOTIVE	4959	ALTERNATOR	05/17/2023	473.02	473.02	05/31/2023
3378	AMERICAN AUTOMOTIVE	4994	REPAIR COMMAND 2	05/26/2023	771.38	771.38	06/08/2023
Total AMERICAN AUTOMOTIVE:					1,244.40	1,244.40	
BALCO UNIFORM COMPANY, INC.							
3371	BALCO UNIFORM COMPANY, IN	74830-1	Uniform-ETHAN	05/01/2023	204.00	204.00	05/31/2023
3371	BALCO UNIFORM COMPANY, IN	74830-1	Uniform-MARQUERITE	05/01/2023	112.00	112.00	05/31/2023
3371	BALCO UNIFORM COMPANY, IN	74984	Uniform-LASHINSKI	05/12/2023	223.00	223.00	05/31/2023
3371	BALCO UNIFORM COMPANY, IN	75049	Uniform-NEW HIRE	05/17/2023	179.10	179.10	05/31/2023
3371	BALCO UNIFORM COMPANY, IN	75087	Uniform-LASHINSKI	05/19/2023	28.00	28.00	05/31/2023
3371	BALCO UNIFORM COMPANY, IN	75210	Uniform-NICKEL	06/01/2023	81.60	81.60	06/08/2023
Total BALCO UNIFORM COMPANY, INC.:					827.70	827.70	
BETTER DAYS CLEANING							
10004	BETTER DAYS CLEANING	1211	cleaning	05/30/2023	875.00	875.00	05/31/2023
Total BETTER DAYS CLEANING:					875.00	875.00	
BOUND TREE MEDICAL, LLC							
2662	BOUND TREE MEDICAL, LLC	84973924	Patient Supplies	05/31/2023	572.20	572.20	06/08/2023
2662	BOUND TREE MEDICAL, LLC	84973925	Pt Supplies	05/31/2023	429.58	429.58	06/08/2023
2662	BOUND TREE MEDICAL, LLC	84973926	Patient Supplies	05/31/2023	185.88	185.88	06/08/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BOUND TREE MEDICAL, LLC:					1,187.66	1,187.66	
BRUCE E. BECKER, P.C.							
10000	BRUCE E. BECKER, P.C.	2023.5.31	Contracted service	05/31/2023	4,000.00	4,000.00	06/08/2023
Total BRUCE E. BECKER, P.C.:					4,000.00	4,000.00	
CANON FINANCIAL SERVICES, INC							
1747	CANON FINANCIAL SERVICES, I	30495992	Printer	05/13/2023	29.31	29.31	06/08/2023
1747	CANON FINANCIAL SERVICES, I	30495994	Printer	05/13/2023	29.75	29.75	06/08/2023
Total CANON FINANCIAL SERVICES, INC:					59.06	59.06	
CASELLE							
3763	CASELLE	2023.6	APPLICATION SOFTWARE	05/01/2023	2,895.16	2,895.16	06/08/2023
3763	CASELLE	2023.6	APPLICATION SOFTWARE	05/01/2023	95.10	95.10	06/08/2023
3763	CASELLE	2023.6	APPLICATION SOFTWARE	05/01/2023	183.51	183.51	06/08/2023
3763	CASELLE	2023.6	APPLICATION SOFTWARE	05/01/2023	278.62	278.62	06/08/2023
3763	CASELLE	2023.6	APPLICATION SOFTWARE	05/01/2023	95.10	95.10	06/08/2023
3763	CASELLE	2023.6	APPLICATION SOFTWARE	05/01/2023	183.51	183.51	06/08/2023
Total CASELLE:					3,731.00	3,731.00	
CENTURYLINK							
162	CENTURYLINK	2023.5.16	406-222-0137- 441b	05/16/2023	85.61	85.61	05/31/2023
Total CENTURYLINK:					85.61	85.61	
CHURCHILL EQUIPMENT CO., INC.							
2112	CHURCHILL EQUIPMENT CO., I	2023.5.30	Parts	05/30/2023	41.73	41.73	06/08/2023
Total CHURCHILL EQUIPMENT CO., INC.:					41.73	41.73	
CITY OF LIVINGSTON							
2705	CITY OF LIVINGSTON	2023.5.23	REIMB PETTY CASH SHELVES	05/23/2023	54.92	54.92	05/31/2023
3364	CITY OF LIVINGSTON	2023.6	Petty cash	06/01/2023	300.00	300.00	06/12/2023
131	CITY OF LIVINGSTON	TK2023-0001	Bond Conversion	05/10/2023	885.00	885.00	05/25/2023
Total CITY OF LIVINGSTON:					1,239.92	1,239.92	
CN LLC							
10004	CN LLC	779	APRIL MEETING AND MINUTES	05/31/2023	100.00	100.00	05/31/2023
Total CN LLC:					100.00	100.00	
COMDATA							
2671	COMDATA	XW660-203904	CG72T	06/01/2023	3,838.99	3,838.99	06/08/2023
2671	COMDATA	XW660-203904	CG73p	06/01/2023	659.13	659.13	06/08/2023
2671	COMDATA	XW716-203904	CG72R	06/01/2023	336.03	336.03	06/08/2023
2671	COMDATA	XW716-203904	CG73H	06/01/2023	76.96	76.96	06/08/2023
2671	COMDATA	XW716-203904	CG73C	06/01/2023	823.77	823.77	06/08/2023
2671	COMDATA	XW716-203904	CG73S	06/01/2023	1,011.59	1,011.59	06/08/2023
2671	COMDATA	XW716-203904	CG74G	06/01/2023	27.13	27.13	06/08/2023
2671	COMDATA	XW716-203904	CG72P	06/01/2023	246.22	246.22	06/08/2023
2671	COMDATA	XW716-203904	CG72P	06/01/2023	77.16	77.16	06/08/2023
2671	COMDATA	XW716-203904	CG73L	06/01/2023	121.17	121.17	06/08/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2671	COMDATA	XW716-203904	CG74G	06/01/2023	685.28	685.28	06/08/2023
2671	COMDATA	XW717-203904	CG72S	06/01/2023	1,956.29	1,956.29	06/08/2023
Total COMDATA:					9,859.72	9,859.72	
D&R COFFEE SERVICE INC							
10002	D&R COFFEE SERVICE INC	166474	RENTAL FEE	05/23/2023	50.00	50.00	05/31/2023
Total D&R COFFEE SERVICE INC:					50.00	50.00	
D.A. DAVIDSON & CO.							
885	D.A. DAVIDSON & CO.	23 257 0212 1	PLACEMENT AGENT FEE	06/02/2023	18,748.98	18,748.98	06/08/2023
Total D.A. DAVIDSON & CO.:					18,748.98	18,748.98	
DANA SAFETY SUPPLY, INC.							
3234	DANA SAFETY SUPPLY, INC.	835630	M4 MAINT	02/23/2023	675.00	675.00	06/08/2023
3234	DANA SAFETY SUPPLY, INC.	835630	M1 repair	02/23/2023	256.00	256.00	06/08/2023
Total DANA SAFETY SUPPLY, INC.:					931.00	931.00	
DANIEL LASHINSKI							
10003	DANIEL LASHINSKI	2023.5.18	REIMB-TRAVEL	05/18/2023	219.88	219.88	06/08/2023
Total DANIEL LASHINSKI:					219.88	219.88	
DAVE'S LOCK & KEY							
1522	DAVE'S LOCK & KEY	23251	master rekey lock	05/25/2023	288.00	288.00	06/08/2023
Total DAVE'S LOCK & KEY:					288.00	288.00	
DEPARTMENT OF REVENUE							
122	DEPARTMENT OF REVENUE	2023_04WMC	REGIONAL SEWER EXT APP #3	05/19/2023	5,813.90	5,813.90	06/02/2023
Total DEPARTMENT OF REVENUE:					5,813.90	5,813.90	
EMERALD SERVICES INC.							
3380	EMERALD SERVICES INC.	91877220	OIL SERVICE	05/22/2023	647.80	647.80	06/08/2023
Total EMERALD SERVICES INC.:					647.80	647.80	
ENERGY LABORATORIES, INC.							
424	ENERGY LABORATORIES, INC.	552357	Analysis parameter	05/17/2023	264.00	264.00	06/08/2023
Total ENERGY LABORATORIES, INC.:					264.00	264.00	
EXEC U CARE SERVICES, INC.							
3298	EXEC U CARE SERVICES, INC.	3464	Janitorial Services	05/30/2023	2,705.63	2,705.63	05/31/2023
Total EXEC U CARE SERVICES, INC.:					2,705.63	2,705.63	
FARSTAD OIL							
3353	FARSTAD OIL	103528	Diesel 30G	05/24/2023	105.24	105.24	06/08/2023
3353	FARSTAD OIL	104720	Diesel 578g	05/23/2023	2,020.11	2,020.11	06/08/2023
Total FARSTAD OIL:					2,125.35	2,125.35	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
FRONTLINE AG SOLUTIONS, LLC							
2516	FRONTLINE AG SOLUTIONS, LL	1023850	mower repairs	05/16/2023	238.98	238.98	06/08/2023
2516	FRONTLINE AG SOLUTIONS, LL	1025327	Filter kit	05/19/2023	58.78	58.78	06/08/2023
Total FRONTLINE AG SOLUTIONS, LLC:					297.76	297.76	
GENERAL DISTRIBUTING COMPANY							
1845	GENERAL DISTRIBUTING COM	0001252866	NITROUS	05/31/2023	113.55	113.55	06/08/2023
Total GENERAL DISTRIBUTING COMPANY:					113.55	113.55	
HAWKINS, INC							
470	HAWKINS, INC	6487677	Chlorine cylinder	06/01/2023	2,174.08	2,174.08	06/08/2023
Total HAWKINS, INC:					2,174.08	2,174.08	
HEALTHY IS WELLNESS LLC							
10005	HEALTHY IS WELLNESS LLC	INV300381	WELLSERVE	05/31/2023	300.00	300.00	06/08/2023
Total HEALTHY IS WELLNESS LLC:					300.00	300.00	
HIGH COUNTRY WILDLIFE CONTROL							
10002	HIGH COUNTRY WILDLIFE CON	7483	PEST CONTROL	05/23/2023	210.00	210.00	05/31/2023
Total HIGH COUNTRY WILDLIFE CONTROL:					210.00	210.00	
HORIZON AUTO PARTS							
1920	HORIZON AUTO PARTS	968655	U BOLT	05/12/2023	108.92	108.92	06/08/2023
1920	HORIZON AUTO PARTS	969237	STRIKER	05/19/2023	18.18	18.18	06/08/2023
1920	HORIZON AUTO PARTS	969266	incn	05/19/2023	14.99	14.99	06/08/2023
1920	HORIZON AUTO PARTS	969303	Battery	05/19/2023	154.51	154.51	06/08/2023
1920	HORIZON AUTO PARTS	969304	Battery CORE	05/19/2023	18.00-	18.00-	06/08/2023
1920	HORIZON AUTO PARTS	970411	Battery	06/01/2023	139.30	139.30	06/08/2023
1920	HORIZON AUTO PARTS	970436	Battery BRUSH CLEANINER	06/01/2023	19.07	19.07	06/08/2023
Total HORIZON AUTO PARTS:					436.97	436.97	
HUBER TECHNOLOGY							
3044	HUBER TECHNOLOGY	CD10024868	SLEEVE HUBER REPAIR	05/31/2023	5,054.47	5,054.47	06/08/2023
Total HUBER TECHNOLOGY:					5,054.47	5,054.47	
INDUSTRIAL COMM & ELEC OF BOZEMAN							
3455	INDUSTRIAL COMM & ELEC OF	E293610	RADIOS-FIRE	05/05/2023	4,095.00	4,095.00	05/31/2023
Total INDUSTRIAL COMM & ELEC OF BOZEMAN:					4,095.00	4,095.00	
INSTY-PRINTS							
250	INSTY-PRINTS	15656	Business card-lashinski	05/17/2023	69.95	69.95	06/08/2023
Total INSTY-PRINTS:					69.95	69.95	
J & H OFFICE EQUIPMENT							
1783	J & H OFFICE EQUIPMENT	34143669	AGREEMENT 015-1486424	05/29/2023	270.73	270.73	05/31/2023
Total J & H OFFICE EQUIPMENT:					270.73	270.73	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
JON M HESSE PC							
10005	JON M HESSE PC	45493	professional services	05/31/2023	7,270.37	7,270.37	06/08/2023
Total JON M HESSE PC:					7,270.37	7,270.37	
JORDAN BRUMMEL							
10002	JORDAN BRUMMEL	2023.5.13	REIMB UNIFORM	05/13/2023	88.00	88.00	06/08/2023
Total JORDAN BRUMMEL:					88.00	88.00	
KAUFMANN'S OVERHEAD DOOR, INC.							
1796	KAUFMANN'S OVERHEAD DOO	2023.4.20	DOOR REPAIR	04/20/2023	324.00	324.00	06/08/2023
Total KAUFMANN'S OVERHEAD DOOR, INC.:					324.00	324.00	
KELLEY CONNECT							
10001	KELLEY CONNECT	IN1340269	JH120232	06/05/2023	102.68	102.68	06/08/2023
Total KELLEY CONNECT:					102.68	102.68	
KENYON NOBLE							
776	KENYON NOBLE	863488	SANDING RESPIRATOR	05/02/2023	26.99	26.99	06/08/2023
776	KENYON NOBLE	884096	PLYWOOD	05/11/2023	153.55	153.55	06/08/2023
776	KENYON NOBLE	887344	PAINTING SUPPLIES	05/12/2023	191.68	191.68	06/08/2023
776	KENYON NOBLE	891206	PAINT/DRYWALL	05/15/2023	815.77	815.77	06/08/2023
776	KENYON NOBLE	892110	PINE BASE SHOE	05/15/2023	136.00	136.00	06/08/2023
776	KENYON NOBLE	894917	LOCK NUT GRADE	05/16/2023	68.48	68.48	06/08/2023
776	KENYON NOBLE	896918	REMIX CONCRETE	05/17/2023	282.91	282.91	06/08/2023
776	KENYON NOBLE	897106	PAINT	05/17/2023	68.82	68.82	06/08/2023
776	KENYON NOBLE	897714	RECIP BLADE	05/17/2023	49.98	49.98	06/08/2023
776	KENYON NOBLE	899163	HINGES	05/18/2023	76.84	76.84	06/08/2023
776	KENYON NOBLE	899951	SPRUCE PINE	05/18/2023	15.96	15.96	06/08/2023
776	KENYON NOBLE	900058	MASKING TAPE	05/18/2023	54.34	54.34	06/08/2023
776	KENYON NOBLE	902708	CAULK GUN	05/19/2023	369.99	369.99	06/08/2023
776	KENYON NOBLE	908436	MAX HOOK	05/22/2023	26.41	26.41	06/08/2023
776	KENYON NOBLE	909362	Fasteners	05/23/2023	3.80	3.80	06/08/2023
776	KENYON NOBLE	910117	FASTENERS	05/23/2023	3.80	3.80	06/08/2023
776	KENYON NOBLE	912768	CLEAR SEALANT	05/24/2023	23.98	23.98	06/08/2023
776	KENYON NOBLE	916264	CLOSET RODS HOOKS	05/25/2023	159.41	159.41	06/08/2023
Total KENYON NOBLE:					2,528.71	2,528.71	
KNIFE RIVER							
8	KNIFE RIVER	861622	Plant Mix	05/10/2023	875.70	875.70	06/08/2023
8	KNIFE RIVER	862531	Plant Mix	05/16/2023	1,031.80	1,031.80	06/08/2023
8	KNIFE RIVER	863022	Plant Mix	05/18/2023	922.60	922.60	06/08/2023
Total KNIFE RIVER:					2,830.10	2,830.10	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	2015012	Water	06/01/2023	40.50	40.50	06/08/2023
2830	LEHRKIND'S COCA-COLA	2015013	Water	06/01/2023	40.00	40.00	06/08/2023
2830	LEHRKIND'S COCA-COLA	2045117	Water	05/16/2023	30.00	30.00	06/08/2023
2830	LEHRKIND'S COCA-COLA	2045124	Water	05/17/2023	40.50	40.50	06/08/2023
Total LEHRKIND'S COCA-COLA:					151.00	151.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
LIVINGSTON ACE HARDWARE - #122005							
26	LIVINGSTON ACE HARDWARE -	C33122	PISTOL GRIP GREASE GUN	04/26/2023	24.99	24.99	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C33128	MARKING PAINT	04/26/2023	269.73	269.73	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C33128	MARK PAINT	04/26/2023	269.73	269.73	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C33782	CLUB HAMMER	04/27/2023	75.98	75.98	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C34208	TEE ADAPTERS	04/28/2023	41.88	41.88	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C37289	RECEIVER PIN	05/02/2023	15.58	15.58	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C37490	HOSE NOZZLE	05/03/2023	22.97	22.97	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C37808	ELBOW	05/03/2023	9.98	9.98	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C39195	GRASS SEED	05/05/2023	19.99	19.99	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C41143	NIPPLE THREAD TAPE	05/08/2023	14.57	14.57	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C42642	GEAR HOUSING	05/10/2023	110.99	110.99	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C42656	FASTNERS	05/10/2023	5.02	5.02	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C43034	CLOTH AND FASTENERS	05/11/2023	54.98	54.98	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C43245	Batteries	05/11/2023	26.99	26.99	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C44233	Batteries	05/13/2023	24.98	24.98	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C46152	Batteries	05/16/2023	35.98	35.98	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C46176	FATERNERS	05/16/2023	24.39	24.39	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C46192	FASTENERS	05/16/2023	1.29	1.29	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C46903	TERM RING	05/27/2023	7.99	7.99	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C47009	PRIMER	05/17/2023	37.98	37.98	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C47327	Q CONNECT	05/17/2023	23.98	23.98	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C52122	PUTTY KNIFE	05/23/2023	38.96	38.96	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C52126	FOAM SLEEVE	05/23/2023	23.98	23.98	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C52335	Paint BRUSH	05/23/2023	8.96	8.96	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C52705	ADAPTER	05/24/2023	2.59	2.59	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C52739	Elbow	05/24/2023	2.59	2.59	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C53522	RV TOILET TREATMENT	05/25/2023	67.96	67.96	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C53540	PICKUP TOOL	05/25/2023	26.99	26.99	06/08/2023
26	LIVINGSTON ACE HARDWARE -	C53763	TRASH CAN	05/25/2023	121.45	121.45	06/08/2023
26	LIVINGSTON ACE HARDWARE -	X41849	ear plugs	05/09/2023	8.34	8.34	06/08/2023
26	LIVINGSTON ACE HARDWARE -	X90814	STATION SUPPLIES	04/26/2023	57.98	57.98	06/08/2023
26	LIVINGSTON ACE HARDWARE -	X91297	TORCH FLAME LIGHTER	05/04/2023	8.99	8.99	06/08/2023
26	LIVINGSTON ACE HARDWARE -	X91793	BATTERIES	05/10/2023	19.99	19.99	06/08/2023
26	LIVINGSTON ACE HARDWARE -	X92186	PAINT SUPPLIES	05/15/2023	205.93	205.93	06/08/2023
Total LIVINGSTON ACE HARDWARE - #122005:					1,714.68	1,714.68	
LIVINGSTON DAYCARE, LLC							
3407	LIVINGSTON DAYCARE, LLC	2023.7	Parking Lease	06/15/2023	2,300.00	2,300.00	06/08/2023
Total LIVINGSTON DAYCARE, LLC:					2,300.00	2,300.00	
LIVINGSTON HEALTH CARE							
55	LIVINGSTON HEALTH CARE	200244005	770323513	05/19/2023	29.10	29.10	06/08/2023
55	LIVINGSTON HEALTH CARE	200244011	770400166	05/19/2023	31.50	31.50	06/08/2023
55	LIVINGSTON HEALTH CARE	200244015	770404172	05/19/2023	31.50	31.50	06/08/2023
55	LIVINGSTON HEALTH CARE	200244054	770146635	05/24/2023	29.10	29.10	06/08/2023
55	LIVINGSTON HEALTH CARE	200244055	770354824	05/24/2023	31.50	31.50	06/08/2023
55	LIVINGSTON HEALTH CARE	200244056	770355135	05/24/2023	31.50	31.50	06/08/2023
55	LIVINGSTON HEALTH CARE	200244058	770351632	05/24/2023	31.50	31.50	06/08/2023
Total LIVINGSTON HEALTH CARE:					215.70	215.70	
MACON SUPPLY INC.							
3352	MACON SUPPLY INC.	130924	POLYFOAM backer	05/18/2023	137.50	137.50	06/08/2023
3352	MACON SUPPLY INC.	132556	SIKAFLEX	05/25/2023	264.00	264.00	06/08/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MACON SUPPLY INC.:					401.50	401.50	
MASTERCARD							
3184	MASTERCARD	2023_04 BAKE	Online Arborist Class	05/01/2023	26.95	26.95	05/11/2023
3184	MASTERCARD	2023_04 BAKE	Coffee for Meeting	05/01/2023	10.00	10.00	05/11/2023
3184	MASTERCARD	2023_04 DELA	2 Shelving Units	05/01/2023	65.00	65.00	05/11/2023
3184	MASTERCARD	2023_04 DELA	Top Loading Water Dispenser	05/01/2023	129.99	129.99	05/11/2023
3184	MASTERCARD	2023_04 DELA	9x12 Envelopes	05/01/2023	29.60	29.60	05/11/2023
3184	MASTERCARD	2023_04 DELA	Ear Plugs	05/01/2023	45.52	45.52	05/11/2023
3184	MASTERCARD	2023_04 DELA	Glass Cleaner Wipes	05/01/2023	37.98	37.98	05/11/2023
3184	MASTERCARD	2023_04 DELA	2 Shelving Units	05/01/2023	64.99	64.99	05/11/2023
3184	MASTERCARD	2023_04 DELA	2 Shelving Units	05/01/2023	64.99	64.99	05/11/2023
3184	MASTERCARD	2023_04 DELA	Spring Cleanup Lunch	05/01/2023	148.00	148.00	05/11/2023
3184	MASTERCARD	2023_04 DELA	Spring Cleanup Lunch	05/01/2023	53.64	53.64	05/11/2023
3184	MASTERCARD	2023_04 DELA	Document Scanner	05/01/2023	165.90	165.90	05/11/2023
3184	MASTERCARD	2023_04 DELA	Document Scanner	05/01/2023	165.90	165.90	05/11/2023
3184	MASTERCARD	2023_04 DELA	2 Shelving Units	05/01/2023	65.00	65.00	05/11/2023
3184	MASTERCARD	2023_04 DELA	Nitrile Gloves	05/01/2023	109.25	109.25	05/11/2023
3184	MASTERCARD	2023_04 DELA	Nitrile Gloves	05/01/2023	109.25	109.25	05/11/2023
3184	MASTERCARD	2023_04 FETT	OFFICE SUPPLIES	05/01/2023	69.83	69.83	05/11/2023
3184	MASTERCARD	2023_04 FETT	OFFICE SUPPLIES	05/01/2023	2.99	2.99	05/11/2023
3184	MASTERCARD	2023_04 FETT	OFFICE SUPPLIES	05/01/2023	26.69	26.69	05/11/2023
3184	MASTERCARD	2023_04 FETT	OFFICE SUPPLIES	05/01/2023	62.68	62.68	05/11/2023
3184	MASTERCARD	2023_04 FETT	OFFICE SUPPLIES	05/01/2023	44.82	44.82	05/11/2023
3184	MASTERCARD	2023_04 FETT	OFFICE SUPPLIES	05/01/2023	15.99	15.99	05/11/2023
3184	MASTERCARD	2023_04 FETT	OFFICE SUPPLIES	05/01/2023	32.48	32.48	05/11/2023
3184	MASTERCARD	2023_04 FETT	TRAVEL - GFOA ANNUAL CONF	05/01/2023	431.40	431.40	05/11/2023
3184	MASTERCARD	2023_04 FETT	TRAVEL - GFOA ANNUAL CONF	05/01/2023	26.96	26.96	05/11/2023
3184	MASTERCARD	2023_04 FETT	OFFICE SUPPLIES	05/01/2023	110.42	110.42	05/11/2023
3184	MASTERCARD	2023_04 FETT	OFFICE SUPPLIES	05/01/2023	24.99	24.99	05/11/2023
3184	MASTERCARD	2023_04 GILB	Food Quarterly Training	05/01/2023	15.87	15.87	05/11/2023
3184	MASTERCARD	2023_04 GILB	Training Arnold Big Sky Conf	05/01/2023	500.00	500.00	05/11/2023
3184	MASTERCARD	2023_04 GILB	Wall Mount Hose Reel	05/01/2023	160.78	160.78	05/11/2023
3184	MASTERCARD	2023_04 GILB	Food Quarterly Training	05/01/2023	15.17	15.17	05/11/2023
3184	MASTERCARD	2023_04 GILB	Food Quarterly Training	05/01/2023	200.96	200.96	05/11/2023
3184	MASTERCARD	2023_04 GILB	postage - NREMT	05/01/2023	6.32	6.32	05/11/2023
3184	MASTERCARD	2023_04 GILB	Reserve Food Training	05/01/2023	15.18	15.18	05/11/2023
3184	MASTERCARD	2023_04 GILB	Pens & Dry Erase Markers	05/01/2023	16.98	16.98	05/11/2023
3184	MASTERCARD	2023_04 GILB	River Rescue PFD	05/01/2023	406.85	406.85	05/11/2023
3184	MASTERCARD	2023_04 GILB	Training Unknown	05/01/2023	500.00	500.00	05/11/2023
3184	MASTERCARD	2023_04 GILB	Food Quarterly Training	05/01/2023	185.96	185.96	05/11/2023
3184	MASTERCARD	2023_04 GILB	Supplies	05/01/2023	45.97	45.97	05/11/2023
3184	MASTERCARD	2023_04 GILB	Food Quarterly Training	05/01/2023	56.43	56.43	05/11/2023
3184	MASTERCARD	2023_04 GILB	Reserve Food Training	05/01/2023	90.00	90.00	05/11/2023
3184	MASTERCARD	2023_04 GLAS	Fax Fee	05/01/2023	.31	.31	05/11/2023
3184	MASTERCARD	2023_04 GLAS	Fax	05/01/2023	34.99	34.99	05/11/2023
3184	MASTERCARD	2023_04 GRA	03.60-04.05.2023 gas, electricity	05/01/2023	1,795.38	1,795.38	05/11/2023
3184	MASTERCARD	2023_04 GRA	HOTEL ROOM 1 NIGHT; MLA CO	05/01/2023	108.92	108.92	05/11/2023
3184	MASTERCARD	2023_04 GRA	HOTEL ROOM 2 NIGHTS; MLA C	05/01/2023	204.88	204.88	05/11/2023
3184	MASTERCARD	2023_04 GRA	1 book	05/01/2023	34.35	34.35	05/11/2023
3184	MASTERCARD	2023_04 GRA	postage funds added	05/01/2023	100.00	100.00	05/11/2023
3184	MASTERCARD	2023_04 GRA	cleaning supplies	05/01/2023	17.91	17.91	05/11/2023
3184	MASTERCARD	2023_04 GRA	postage funds added	05/01/2023	100.00	100.00	05/11/2023
3184	MASTERCARD	2023_04 GRA	9 books	05/01/2023	88.66	88.66	05/11/2023
3184	MASTERCARD	2023_04 GRA	DEXCOOL RTU 1 GAL	05/01/2023	19.29	19.29	05/11/2023
3184	MASTERCARD	2023_04 GRA	service charges	05/01/2023	17.99	17.99	05/11/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2023_04 HAEF	CDL Physical	05/01/2023	141.00	141.00	05/11/2023
3184	MASTERCARD	2023_04 HAEF	Electric Pressure Washer	05/01/2023	672.96	672.96	05/11/2023
3184	MASTERCARD	2023_04 HAPP	Hotel for Jusge Conference	05/01/2023	323.52	323.52	05/11/2023
3184	MASTERCARD	2023_04 HAPP	temporary recording system for co	05/01/2023	.99	.99	05/11/2023
3184	MASTERCARD	2023_04 JOHN	Gunderson from FLETC	05/01/2023	433.21	433.21	05/11/2023
3184	MASTERCARD	2023_04 JOHN	Gunderson to FLETC	05/01/2023	189.20	189.20	05/11/2023
3184	MASTERCARD	2023_04 JOHN	ACO animal Charge	05/01/2023	340.56	340.56	05/11/2023
3184	MASTERCARD	2023_04 JOHN	Gunderson Booking Fee	05/01/2023	5.34	5.34	05/11/2023
3184	MASTERCARD	2023_04 JOHN	Yearly Dues	05/01/2023	200.00	200.00	05/11/2023
3184	MASTERCARD	2023_04 KARD	Electric Vehicle Reservation (from	05/01/2023	100.00-	100.00-	05/11/2023
3184	MASTERCARD	2023_04 KINNI	Commissioners Strat Plan- lunche	05/01/2023	150.00	150.00	05/11/2023
3184	MASTERCARD	2023_04 KINNI	Strategic Planning Sessions- meal	05/01/2023	155.25	155.25	05/11/2023
3184	MASTERCARD	2023_04 KINNI	Subscription software	05/01/2023	60.00	60.00	05/11/2023
3184	MASTERCARD	2023_04 KINNI	Zoom Account-5001269153 Plann	05/01/2023	58.09	58.09	05/11/2023
3184	MASTERCARD	2023_04 KINNI	Strategic Planning Sessions- supp	05/01/2023	51.00	51.00	05/11/2023
3184	MASTERCARD	2023_04 KINNI	Office Supplies- Garbage Bags	05/01/2023	68.47	68.47	05/11/2023
3184	MASTERCARD	2023_04 KINNI	City Commission Zoom Account	05/01/2023	41.50	41.50	05/11/2023
3184	MASTERCARD	2023_04 KINNI	Office Supplies- Toilet Paper	05/01/2023	41.99	41.99	05/11/2023
3184	MASTERCARD	2023_04 LOW	Recruiting	05/01/2023	516.99	516.99	05/11/2023
3184	MASTERCARD	2023_04 LOW	Recruiting	05/01/2023	502.80	502.80	05/11/2023
3184	MASTERCARD	2023_04 LOW	Recruiting	05/01/2023	505.73	505.73	05/11/2023
3184	MASTERCARD	2023_04 LOW	Recruiting	05/01/2023	501.36	501.36	05/11/2023
3184	MASTERCARD	2023_04 LOW	Recruiting	05/01/2023	506.11	506.11	05/11/2023
3184	MASTERCARD	2023_04 LOW	Adobe for Grant Forms	05/01/2023	19.99	19.99	05/11/2023
3184	MASTERCARD	2023_04 LOW	Grant Opportunity Notification Sub	05/01/2023	29.99	29.99	05/11/2023
3184	MASTERCARD	2023_04 LOW	Recruiting	05/01/2023	525.00	525.00	05/11/2023
3184	MASTERCARD	2023_04 LOW	Recruiting	05/01/2023	223.17	223.17	05/11/2023
3184	MASTERCARD	2023_04 LOW	Stand up Desk Accomodation	05/01/2023	102.87	102.87	05/11/2023
3184	MASTERCARD	2023_04 LOW	HIPAA Compliance Training	05/01/2023	59.00	59.00	05/11/2023
3184	MASTERCARD	2023_04 PURK	Records Request	05/01/2023	12.20	12.20	05/11/2023
3184	MASTERCARD	2023_04 PURK	Clerk's Institute - Kalsey	05/01/2023	415.00	415.00	05/11/2023
3184	MASTERCARD	2023_04 PURK	Clerk's Institute - Samantha	05/01/2023	138.33	138.33	05/11/2023
3184	MASTERCARD	2023_04 PURK	Clerk's Institute - Samantha	05/01/2023	138.33	138.33	05/11/2023
3184	MASTERCARD	2023_04 PURK	March Medwrite Services	05/01/2023	5,568.33	5,568.33	05/11/2023
3184	MASTERCARD	2023_04 PURK	Clerk's Institute - Samantha	05/01/2023	138.34	138.34	05/11/2023
3184	MASTERCARD	2023_04 PURK	Prime Membership	05/01/2023	179.00	179.00	05/11/2023
3184	MASTERCARD	2023_04 SEVE	Annual Membership	05/01/2023	570.00	570.00	05/11/2023
3184	MASTERCARD	2023_04 STOR	GFP Contractor Kit	05/01/2023	209.97	209.97	05/11/2023
3184	MASTERCARD	2023_04 TARR	Baseball Supplies	05/01/2023	123.57	123.57	05/11/2023
3184	MASTERCARD	2023_04 TARR	Test Charge	05/01/2023	1.00-	1.00-	05/11/2023
3184	MASTERCARD	2023_04 TARR	Popcorn Supplies - activities	05/01/2023	43.99	43.99	05/11/2023
3184	MASTERCARD	2023_04 TARR	Test Charge	05/01/2023	3.00	3.00	05/11/2023
3184	MASTERCARD	2023_04 TARR	Print Flyers for schools	05/01/2023	148.50	148.50	05/11/2023
3184	MASTERCARD	2023_04 TARR	Print Flyers for schools	05/01/2023	103.28	103.28	05/11/2023
3184	MASTERCARD	2023_04 TARR	Kids Club Dinner	05/01/2023	64.70	64.70	05/11/2023
3184	MASTERCARD	2023_04 TARR	Baseball Supplies	05/01/2023	33.75	33.75	05/11/2023
3184	MASTERCARD	2023_04 TARR	Baseball Supplies	05/01/2023	19.79	19.79	05/11/2023
3184	MASTERCARD	2023_04 TARR	Youth Baseball Training/Backgrou	05/01/2023	280.00	280.00	05/11/2023
3184	MASTERCARD	2023_04 TARR	Youth Baseball Training/Backgrou	05/01/2023	300.00	300.00	05/11/2023
3184	MASTERCARD	2023_04 TARR	Baseball Supplies	05/01/2023	29.99	29.99	05/11/2023
3184	MASTERCARD	2023_04 TIDW	Online Courses	05/01/2023	198.00	198.00	05/11/2023
3184	MASTERCARD	2023_04 TIDW	Fraudulent Charge	05/01/2023	10.00	10.00	05/11/2023
3184	MASTERCARD	2023_04 TIDW	Online Courses	05/01/2023	77.50	77.50	05/11/2023
Total MASTERCARD:					22,011.02	22,011.02	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MIDWAY RENTAL, INC.							
3040	MIDWAY RENTAL, INC.	1812063-0001	FILTERS	06/02/2023	119.03	119.03	06/08/2023
Total MIDWAY RENTAL, INC.:					119.03	119.03	
MISC							
99999	MISC	2023.6	REFUND JUNE PREMIUM	06/01/2023	517.00	517.00	06/01/2023
99999	MISC	54053327	REFUND MILES PARK	06/02/2023	240.00	240.00	06/08/2023
99999	MISC	TK2022-0091	Bond Release	06/06/2023	614.58	614.58	06/06/2023
99999	MISC	TK2022-0347	Bond Release	05/16/2023	530.00	530.00	05/25/2023
Total MISC:					1,901.58	1,901.58	
MJC & MCCA							
10000	MJC & MCCA	2023.6.2	CLERK DUES-DENTON	06/02/2023	35.00	35.00	06/08/2023
Total MJC & MCCA:					35.00	35.00	
MONTANA RAIL LINK							
112	MONTANA RAIL LINK	467112	Agreement 90573	06/16/2023	50.00	50.00	06/08/2023
112	MONTANA RAIL LINK	467112	Agreement 90573	06/16/2023	50.00	50.00	06/08/2023
Total MONTANA RAIL LINK:					100.00	100.00	
MSU EXTENSION SERVICE							
3275	MSU EXTENSION SERVICE	2	MARCH ECONOMIC DEVELOP	04/13/2023	2,246.64	2,246.64	05/31/2023
3275	MSU EXTENSION SERVICE	4	APRIL ECONOMIC DEVELOPME	05/15/2023	4,326.04	4,326.04	05/31/2023
Total MSU EXTENSION SERVICE:					6,572.68	6,572.68	
MURDOCH'S RANCH & HOME SUPPLY							
3688	MURDOCH'S RANCH & HOME S	370505032302	PUMP ASSY	05/03/2023	199.99	199.99	06/08/2023
3688	MURDOCH'S RANCH & HOME S	370505192325	HITCH PIN	05/19/2023	7.74	7.74	06/08/2023
Total MURDOCH'S RANCH & HOME SUPPLY:					207.73	207.73	
NORMONT EQUIPMENT							
12	NORMONT EQUIPMENT	29605	BARRICADE	05/17/2023	4,177.00	4,177.00	06/08/2023
12	NORMONT EQUIPMENT	29606	GUTTER BROOM	05/17/2023	1,692.40	1,692.40	06/08/2023
Total NORMONT EQUIPMENT:					5,869.40	5,869.40	
NORTHWEST PIPE FITTINGS, INC							
423	NORTHWEST PIPE FITTINGS, I	5913466-2	REDUCER-COMPRESSION	05/16/2023	101.51	101.51	06/08/2023
423	NORTHWEST PIPE FITTINGS, I	5926691	MEGALUG	05/16/2023	1,816.40	1,816.40	06/08/2023
Total NORTHWEST PIPE FITTINGS, INC:					1,917.91	1,917.91	
NORTHWESTERN ENERGY							
151	NORTHWESTERN ENERGY	0708370-2 202	8th & Park Sprinklers	05/12/2023	6.46	6.46	05/31/2023
151	NORTHWESTERN ENERGY	0709877-5 202	200 E Reservoir (north side hill)	05/05/2023	749.59	749.59	05/31/2023
151	NORTHWESTERN ENERGY	0709880-9 202	200 River Drive - Pool	05/09/2023	149.76	149.76	05/31/2023
151	NORTHWESTERN ENERGY	0709881-7 202	229 River Drive - Civic Center	05/09/2023	1,601.28	1,601.28	05/31/2023
151	NORTHWESTERN ENERGY	0709882-5 202	229 River Drive - Pump Civic Cent	05/15/2023	50.93	50.93	05/31/2023
151	NORTHWESTERN ENERGY	0719271-9 202	601 Robin Lane - Well	05/08/2023	2,038.18	2,038.18	05/31/2023
151	NORTHWESTERN ENERGY	0719272-7 202	4 Billman Lane - Well	05/08/2023	1,999.30	1,999.30	05/31/2023
151	NORTHWESTERN ENERGY	0719358-4 202	Street Lights - Livingston	05/12/2023	2,954.97	2,954.97	05/31/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	0719373-3 202	229 River Drive	05/12/2023	7.67	7.67	05/31/2023
151	NORTHWESTERN ENERGY	0720113-0 202	229 River Drive - CC Building	05/09/2023	203.03	203.03	05/31/2023
151	NORTHWESTERN ENERGY	0720122-1 202	400 North M	05/12/2023	12.60	12.60	05/31/2023
151	NORTHWESTERN ENERGY	0802599-1 202	608 W Chinook	05/12/2023	37.39	37.39	05/31/2023
151	NORTHWESTERN ENERGY	0933715-5 202	710 W Callender	05/12/2023	26.32	26.32	05/31/2023
Total NORTHWESTERN ENERGY:					9,837.48	9,837.48	
O'CONNOR'S BODY SHOP, LLC							
1199	O'CONNOR'S BODY SHOP, LLC	8071	2013 GMC REPAIR	05/18/2023	700.80	700.80	06/08/2023
Total O'CONNOR'S BODY SHOP, LLC:					700.80	700.80	
PARK COUNTY							
272	PARK COUNTY	2023_04	POWER RAKE LAWN	04/30/2023	234.95	234.95	06/08/2023
272	PARK COUNTY	2023_04	ELEVATOR REPAIR	04/30/2023	715.59	715.59	06/08/2023
272	PARK COUNTY	2023_04	INTERNET - PUBLIC WORKS	04/30/2023	187.64	187.64	06/08/2023
272	PARK COUNTY	2023_04	INTERNET - STREET SHOP	04/30/2023	71.87	71.87	06/08/2023
272	PARK COUNTY	2023_04	INTERNET - PUBLIC WORKS	04/30/2023	187.64	187.64	06/08/2023
272	PARK COUNTY	2023_04	INTERNET - POOL	04/30/2023	215.60	215.60	06/08/2023
272	PARK COUNTY	2023_04	PHONES - CITY/COUNTY COMP	04/30/2023	186.48	186.48	06/08/2023
272	PARK COUNTY	2023_04	INTERNET - STREET SHOP	04/30/2023	71.86	71.86	06/08/2023
272	PARK COUNTY	2023_04	INTERNET - CIVIC CENTER	04/30/2023	750.56	750.56	06/08/2023
272	PARK COUNTY	2023_04	INTERNET - STREET SHOP	04/30/2023	71.87	71.87	06/08/2023
272	PARK COUNTY	2023_04	INTERNET - CITY HALL	04/30/2023	809.56	809.56	06/08/2023
272	PARK COUNTY	2023_04	ANALOG LINE - LOBBY ELEVAT	04/30/2023	9.35	9.35	06/08/2023
272	PARK COUNTY	2023_04	NETWORK CABLING	04/30/2023	3,161.20	3,161.20	06/08/2023
272	PARK COUNTY	2023_04	ICE MELT	04/30/2023	63.92	63.92	06/08/2023
272	PARK COUNTY	2023_04	HVAC FILTERS	04/30/2023	83.25	83.25	06/08/2023
272	PARK COUNTY	2023_04	GEN DUE FROM CITY OF LIVIN	04/30/2023	2,087.30	2,087.30	06/08/2023
272	PARK COUNTY	2023_04	GEN DUE FROM CITY OF LIVIN	04/30/2023	2,264.17	2,264.17	06/08/2023
272	PARK COUNTY	2023_04	GEN DUE FROM CITY OF LIVIN	04/30/2023	2,215.80	2,215.80	06/08/2023
272	PARK COUNTY	2023_04	GEN DUE FROM CITY OF LIVIN	04/30/2023	2,316.14	2,316.14	06/08/2023
272	PARK COUNTY	2023_04	GEN DUE FROM CITY OF LIVIN	04/30/2023	2,138.49	2,138.49	06/08/2023
272	PARK COUNTY	2023_04	CLEANING CONTRACT	04/30/2023	2,028.33	2,028.33	06/08/2023
272	PARK COUNTY	2023_04	COMPUTER NETWORK/INFOR	04/30/2023	371.52	371.52	06/08/2023
272	PARK COUNTY	2023_04	CORRECT GRANITE INVOICE	04/30/2023	34.02-	34.02-	06/08/2023
272	PARK COUNTY	2023_04	GEN DUE FROM CITY OF LIVIN	04/30/2023	2,375.16	2,375.16	06/08/2023
272	PARK COUNTY	2023_04	GEN DUE FROM CITY OF LIVIN	04/30/2023	2,530.06	2,530.06	06/08/2023
272	PARK COUNTY	2023_04	GEN DUE FROM CITY OF LIVIN	04/30/2023	2,067.69	2,067.69	06/08/2023
272	PARK COUNTY	2023_04	CITY SHARE	04/30/2023	92.50	92.50	06/08/2023
272	PARK COUNTY	2023_04	REMOTE MANAGMENT & PLAT	04/30/2023	264.74	264.74	06/08/2023
272	PARK COUNTY	2023_04	SNOW BLOWER FUEL	04/30/2023	39.08	39.08	06/08/2023
272	PARK COUNTY	2023_04	PC - JEN SEVERSON	04/30/2023	1,904.52	1,904.52	06/08/2023
272	PARK COUNTY	2023_04	VIDEO CONF - MAR	04/30/2023	79.88	79.88	06/08/2023
272	PARK COUNTY	2023_04	IT CITY PORTION - MAR	04/30/2023	283.34	283.34	06/08/2023
272	PARK COUNTY	2023_04	CITY SHARE	04/30/2023	76.50	76.50	06/08/2023
272	PARK COUNTY	2023_04	STANDARD PHONE CITY - MAR	04/30/2023	81.95	81.95	06/08/2023
272	PARK COUNTY	2023_04	IT ACCESS CONTROL TRAININ	04/30/2023	1,900.00	1,900.00	06/08/2023
272	PARK COUNTY	2023_04	FIX DOOR	04/30/2023	178.71	178.71	06/08/2023
272	PARK COUNTY	2023_04	INTERNET - PUBLIC WORKS	04/30/2023	187.64	187.64	06/08/2023
272	PARK COUNTY	2023_04	INTERNET - TRANSFER STATIO	04/30/2023	215.60	215.60	06/08/2023
272	PARK COUNTY	2023_04	INTERNET - CITY/COUNTY COM	04/30/2023	2,108.68	2,108.68	06/08/2023
272	PARK COUNTY	2023_04	INTERNET - PUBLIC WORKS	04/30/2023	187.64	187.64	06/08/2023
272	PARK COUNTY	2023_04	APR- CELL PHONE	04/30/2023	534.30	534.30	06/08/2023
272	PARK COUNTY	2023_04	MATS	04/30/2023	4.08	4.08	06/08/2023
272	PARK COUNTY	2023_04	MATS	04/30/2023	45.12	45.12	06/08/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PARK COUNTY:					35,366.26	35,366.26	
PARK COUNTY HEALTH DEPT							
255	PARK COUNTY HEALTH DEPT	85	Immunization	05/19/2023	195.00	195.00	05/31/2023
Total PARK COUNTY HEALTH DEPT:					195.00	195.00	
PARK COUNTY SHERIFF'S OFFICE							
117	PARK COUNTY SHERIFF'S OFFI	10069845	SOFTWARE MAINT	05/17/2023	174.52	174.52	06/08/2023
Total PARK COUNTY SHERIFF'S OFFICE:					174.52	174.52	
PARK YOUR PAWS							
10004	PARK YOUR PAWS	000416	BOARDING	06/06/2023	800.00	800.00	06/08/2023
Total PARK YOUR PAWS:					800.00	800.00	
PIERCE, JOSH							
2861	PIERCE, JOSH	2023.5.8	Reimb-CPR	05/08/2023	335.40	335.40	06/08/2023
Total PIERCE, JOSH:					335.40	335.40	
PITNEY BOWES							
10001	PITNEY BOWES	2023.4.10	postage meter refill	04/01/2023	1,000.00	1,000.00	04/10/2023
10001	PITNEY BOWES	2023_05	Postage Meter Refill	05/01/2023	1,000.00	1,000.00	05/08/2023
10001	PITNEY BOWES	3317310713	Lease - City County Building	04/02/2023	135.00	135.00	04/27/2023
10001	PITNEY BOWES	3317329412	City Hall Lease	04/09/2023	193.00	193.00	05/03/2023
10001	PITNEY BOWES	3317329412	City Hall Lease	04/09/2023	193.00	193.00	05/03/2023
10001	PITNEY BOWES	3317329412	City Hall Lease	04/09/2023	193.00	193.00	05/03/2023
Total PITNEY BOWES:					2,714.00	2,714.00	
PLUMMER, JAMIE							
10003	PLUMMER, JAMIE	2023.5.25	CLERICAL ASSIST	05/25/2023	375.00	375.00	05/31/2023
Total PLUMMER, JAMIE:					375.00	375.00	
PRESTIGE WORLDWIDE TECHNOLOGIES LLC							
3807	PRESTIGE WORLDWIDE TECH	5/9/2023	DST WELL PUMP	06/30/2023	13,154.62	13,154.62	06/08/2023
Total PRESTIGE WORLDWIDE TECHNOLOGIES LLC:					13,154.62	13,154.62	
REDSTONE LEASING							
3842	REDSTONE LEASING	2023.7	Lease 57 OF 60	06/01/2023	203.07	203.07	06/08/2023
Total REDSTONE LEASING:					203.07	203.07	
SAFETRAC							
3143	SAFETRAC	39794	CDL Services	06/01/2023	181.50	181.50	06/08/2023
Total SAFETRAC:					181.50	181.50	
SEA WESTERN FIRE FIGHTING EQUIPMENT							
10005	SEA WESTERN FIRE FIGHTING	INV23460	TURNOUTS	05/08/2023	6,218.44	6,218.44	05/31/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SEA WESTERN FIRE FIGHTING EQUIPMENT:					6,218.44	6,218.44	
SHI INTERNATIONAL CORP.							
2907	SHI INTERNATIONAL CORP.	1010454	WINDOWS-HAEFS	05/08/2023	418.23	418.23	06/08/2023
Total SHI INTERNATIONAL CORP.:					418.23	418.23	
SIGMA-ALDRICH, INC.							
10000	SIGMA-ALDRICH, INC.	560062629	NUTRIENTS	05/08/2023	294.55	294.55	06/08/2023
10000	SIGMA-ALDRICH, INC.	560075762	QUANTITATIVE	05/09/2023	211.95	211.95	06/08/2023
10000	SIGMA-ALDRICH, INC.	560218321	RESIDUE WP	05/25/2023	112.36	112.36	06/08/2023
Total SIGMA-ALDRICH, INC.:					618.86	618.86	
SPECIAL LUBE							
1814	SPECIAL LUBE	224-280-10123	Oil Change	05/23/2023	20.00	20.00	06/08/2023
1814	SPECIAL LUBE	224-280-10291	Oil Change	05/30/2023	80.00	80.00	06/08/2023
1814	SPECIAL LUBE	224-280-10348	Oil Change	06/02/2023	60.20	60.20	06/08/2023
1814	SPECIAL LUBE	224-280-10492	Oil Change	06/07/2023	86.17	86.17	06/08/2023
Total SPECIAL LUBE:					246.37	246.37	
TD&H ENGINEERING, INC							
3390	TD&H ENGINEERING, INC	33665	GARNIER PROPERTIES SURVE	05/15/2023	546.50	546.50	05/31/2023
3390	TD&H ENGINEERING, INC	33665	GARNIER PROPERTIES SURVE	05/15/2023	546.50	546.50	05/31/2023
3390	TD&H ENGINEERING, INC	33665	ON CALL WATER MODELING	05/15/2023	563.50	563.50	05/31/2023
3390	TD&H ENGINEERING, INC	33666	REGIONAL SEWER EXT	05/15/2023	41,996.50	41,996.50	05/31/2023
Total TD&H ENGINEERING, INC:					43,653.00	43,653.00	
TEAR IT UP L.L.C.							
2999	TEAR IT UP L.L.C.	57456	Shredding Finance Office	06/07/2023	73.60	73.60	06/08/2023
Total TEAR IT UP L.L.C.:					73.60	73.60	
THOMSON REUTERS - WEST							
2823	THOMSON REUTERS - WEST	848407270	SOFTWARE	06/01/2023	353.65	353.65	06/08/2023
Total THOMSON REUTERS - WEST:					353.65	353.65	
TOWN & COUNTRY FOODS - LIVINGSTON							
2595	TOWN & COUNTRY FOODS - LI	124.2023	StaION SUPPLIES	05/23/2023	56.43	56.43	06/08/2023
2595	TOWN & COUNTRY FOODS - LI	290	Water	05/23/2023	4.18	4.18	05/31/2023
2595	TOWN & COUNTRY FOODS - LI	299	Water	05/27/2023	4.18	4.18	06/08/2023
2595	TOWN & COUNTRY FOODS - LI	31.4	Water	06/01/2023	4.18	4.18	06/08/2023
Total TOWN & COUNTRY FOODS - LIVINGSTON:					68.97	68.97	
TRACE TIDWELL							
10005	TRACE TIDWELL	29098640	REIMB-CDL	05/11/2023	41.72	41.72	06/08/2023
Total TRACE TIDWELL:					41.72	41.72	
TRANSUNION RISK & ALTERNATIVE							
3376	TRANSUNION RISK & ALTERNA	380349-20230	investigative resear	06/01/2023	75.00	75.00	06/08/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total TRANSUNION RISK & ALTERNATIVE:					75.00	75.00	
UPS STORE #2420, THE							
292	UPS STORE #2420, THE	123060524208	Shipment	06/05/2023	10.06	10.06	06/08/2023
Total UPS STORE #2420, THE:					10.06	10.06	
US BANK							
845	US BANK	2294368	PRINCIPAL	05/09/2023	100,000.00	100,000.00	06/06/2023
845	US BANK	2294368	INTEREST	05/09/2023	30,087.50	30,087.50	06/06/2023
845	US BANK	2298424	PRINCIPAL	05/15/2023	30,000.00	30,000.00	06/06/2023
845	US BANK	2298424	INTEREST	05/15/2023	9,446.88	9,446.88	06/06/2023
845	US BANK	2307542	PRINCIPAL	05/25/2023	88,000.00	88,000.00	06/06/2023
845	US BANK	2307542	INTEREST	05/25/2023	48,000.00	48,000.00	06/06/2023
845	US BANK	2307543	PRINCIPAL	05/25/2023	5,000.00	5,000.00	06/06/2023
845	US BANK	2307543	INTEREST	05/25/2023	525.00	525.00	06/06/2023
845	US BANK	2307544	PRINCIPAL	05/25/2023	83,000.00	83,000.00	06/06/2023
845	US BANK	2307544	INTEREST	05/25/2023	71,562.50	71,562.50	06/06/2023
845	US BANK	2307545	PRINCIPAL	05/25/2023	12,000.00	12,000.00	06/06/2023
845	US BANK	2307545	INTEREST	05/25/2023	1,125.00	1,125.00	06/06/2023
845	US BANK	2307546	PRINCIPAL	05/25/2023	9,000.00	9,000.00	06/06/2023
845	US BANK	2307546	INTEREST	05/25/2023	1,216.25	1,216.25	06/06/2023
845	US BANK	2307685	PRINCIPAL	05/25/2023	10,000.00	10,000.00	06/06/2023
845	US BANK	2307685	INTEREST	05/25/2023	956.25	956.25	06/06/2023
845	US BANK	2307686	PRINCIPAL	05/25/2023	23,000.00	23,000.00	06/06/2023
845	US BANK	2307686	INTEREST	05/25/2023	2,212.50	2,212.50	06/06/2023
Total US BANK:					525,131.88	525,131.88	
US POST OFFICE							
2596	US POST OFFICE	2023.6	Postage for Utility Bills	06/05/2023	2,500.00	2,500.00	06/06/2023
2596	US POST OFFICE	2023.6	Postage for Utility Bills	06/05/2023	2,500.00	2,500.00	06/06/2023
2596	US POST OFFICE	2023.6	Postage for Utility Bills	06/05/2023	2,500.00	2,500.00	06/06/2023
Total US POST OFFICE:					7,500.00	7,500.00	
UTILITIES UNDERGROUND LOCATION							
3472	UTILITIES UNDERGROUND LO	3055092	Excavation Notifica	05/31/2023	110.95	110.95	06/08/2023
3472	UTILITIES UNDERGROUND LO	3055092	Excavation Notifica	05/31/2023	110.95	110.95	06/08/2023
3472	UTILITIES UNDERGROUND LO	3055092	Excavation Notifica	05/31/2023	110.94	110.94	06/08/2023
Total UTILITIES UNDERGROUND LOCATION:					332.84	332.84	
WASTE TEK SOLUTIONS							
10003	WASTE TEK SOLUTIONS	1264	COMPACTOR MAINTENANCE	06/05/2023	635.00	635.00	06/08/2023
Total WASTE TEK SOLUTIONS:					635.00	635.00	
WESTERN MUNICIPAL CONSTRUCTION, INC.							
10000	WESTERN MUNICIPAL CONSTR	3.2023	1% GROSS RECEIPTS TAX	05/19/2023	5,813.90-	5,813.90-	05/31/2023
10000	WESTERN MUNICIPAL CONSTR	3.2023	REGIONAL SEWER EXT APP #3	05/19/2023	581,389.55	581,389.55	05/31/2023
Total WESTERN MUNICIPAL CONSTRUCTION, INC.:					575,575.65	575,575.65	
WHISTLER TOWING, LLC							
3237	WHISTLER TOWING, LLC	15104	IMPOUND SUBARU	05/16/2023	85.00	85.00	05/31/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3237	WHISTLER TOWING, LLC	23-0523-161	IMPOUND-FORD	05/23/2023	85.00	85.00	06/08/2023
3237	WHISTLER TOWING, LLC	23-0524-186	TOW	05/24/2023	100.00	100.00	06/08/2023
3237	WHISTLER TOWING, LLC	7558	BRUSH 1 REPAIR	05/19/2023	329.92	329.92	06/08/2023
3237	WHISTLER TOWING, LLC	7562	M1 REPAIR	05/16/2023	3,122.23	3,122.23	06/08/2023
3237	WHISTLER TOWING, LLC	8730	TIE ROD END	05/24/2023	489.23	489.23	06/08/2023
Total WHISTLER TOWING, LLC:					4,211.38	4,211.38	
WISPWEST.NET							
2087	WISPWEST.NET	809246	Civic Center	06/01/2023	63.51	63.51	06/08/2023
2087	WISPWEST.NET	809246	LIVINGSTON SOCCER	06/01/2023	85.19	85.19	06/08/2023
Total WISPWEST.NET:					148.70	148.70	
WITMER PUBLIC SAFETY GROUP,INC.							
2629	WITMER PUBLIC SAFETY GRO	INV107185	FIRE HOOKS	09/21/2022	333.77	333.77	06/08/2023
2629	WITMER PUBLIC SAFETY GRO	INV107598	FIRE HELMET	09/22/2022	776.67	776.67	06/08/2023
2629	WITMER PUBLIC SAFETY GRO	INV138374	GOGGLES	11/15/2022	409.59	409.59	06/08/2023
2629	WITMER PUBLIC SAFETY GRO	INV147763	HELMET	11/29/2022	252.32	252.32	06/08/2023
2629	WITMER PUBLIC SAFETY GRO	INV231275	PPE NECK PROTECTOR	03/30/2023	97.18	97.18	06/08/2023
2629	WITMER PUBLIC SAFETY GRO	INV236615	EMS BAG	04/10/2023	139.77	139.77	06/08/2023
2629	WITMER PUBLIC SAFETY GRO	INV237691	FIRE HELMET	04/11/2023	299.65	299.65	06/08/2023
2629	WITMER PUBLIC SAFETY GRO	INV249958	HOSE THREAD ADAPTER	05/02/2023	312.39	312.39	06/08/2023
2629	WITMER PUBLIC SAFETY GRO	INV72819	PPE TURNOUT GEAR	07/20/2022	591.19	591.19	06/08/2023
2629	WITMER PUBLIC SAFETY GRO	INV95162	FIRE GOGGLE	08/30/2022	279.80	279.80	06/08/2023
Total WITMER PUBLIC SAFETY GROUP,INC.:					3,492.33	3,492.33	
Grand Totals:					1,360,402.38	1,360,402.3	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

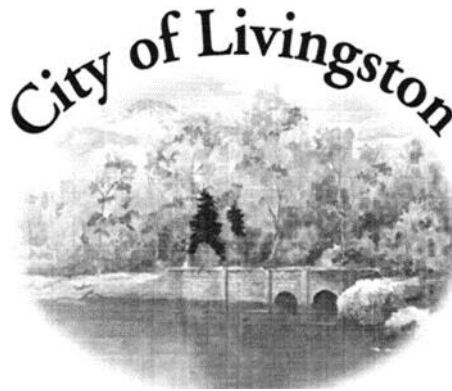
File Attachments for Item:

C. OPEN CONTAINER SPECIAL EXCEPTION REQUEST, OWL LOUNGE HOSTS ANNUAL PBR AFTERPARTY ON JULY 15, 2023.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingtonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Melissa Nootz

Vice Chair
Karrie Kahle

Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

Date: 06/20/2023
To: Chair Nootz and City Commissioners
From: Grant Gager, City Manager

Staff Report for Consideration of Request for a Special Event Exception to the City of Livingston Alcohol Consumption Restrictions for the PBR After-party Event on Main Street July 15th, 2023

Recommendation and Summary

Staff is recommending the Commission approve the exception to the enforcement of restrictions on consumption of beer or liquor during the 2023 PBR After-party event on July 15, 2023, by adopting the following motion:

“I move to approve the request to create an exception to the enforcement of the Open Container Statute during the 3rd annual PBR After-party event.”

The reasons for the recommendation are as follows:

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

Introduction and History

The applicant, the Owl Lounge has submitted a Special Event Permit requesting an exception to the Livingston Alcohol Consumption Restrictions during the PBR After Party Event on July 15th. The 3rd annual event provides a live outdoor music in the adjacent American Bank fenced parking lot off of Main St.

Analysis

The applicant has requested an exception pursuant to Section 10-8, B., that would allow for the consumption of beer or liquor during the event. The applicant has submitted verification of State Alcohol Server Training for staff working the event. Patrons who wish to drink will be carded and given wristbands. The Police Chief and Fire Chief have approved the closure with no additional staffing recommendations.

Fiscal Impact

Application fees will offset costs associated with the event.

Attachments

- Attachment A: 2023 Special Event Application from the Owl Lounge
- Attachment C: Liability Insurance Certificate
- Attachment D: Special Event Receipt:

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: The Owl Lounge Patrick McCutcheon

Organization: The Owl Lounge

Email Address: cccc-hallam@yahoo Tax ID Number: 85-2121411

Address: 110 N. 2nd St City, State, Zip: Livingston 59047

Mobile Phone: 224-0510 Work Phone: _____

Group insuring event: Hoyds Syndicate via Revo

Insurance Company: Revo Policy Number: _____

Insurance Agent: Korey Maple Insurance Phone: 605-225-3770

Insurance Address: Aberdeen SD 57401

Event Information

Name of Event: P.B.R. Afterparty Date of Event: July 15 2023

Event Type: outdoor music Approx # of Attendees: 150

Proposed Route(s) and/or Map(s) Attached: — Time(s) of event: 9pm - 1am

Set up Begins: 8am July 15 Event Begins: 9pm July 15 Event ends: 1am July 16 Cleanup Complete: Noon July 16

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

Please identify any safety / security issues:

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?

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

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

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

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

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

NO

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

NO

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

NO

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

NO

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

Street Closure: _____ 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

NO

_____ 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: _____ 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:

Patrick McCutcheon Supervising Event



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: _____

If yes, please describe: _____

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

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

Please describe plan for water/sanitation facilities and parking:

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

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

I, Celesta Hallam 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.

Celesta Hallam _____
Responsible Party (must have authority to sign) Date 5/31/23

City of Livingston Parks & Recreation Date



GOVERNOR GREG GIANFORTE
DIRECTOR BRENDAN BEATTY

Alcohol Server Training Verification

This training verification recognizes that the below individual is listed in the Department of Revenue's system as having valid alcohol server training.

Name:	PATRICK MCCUTCHEON
Date of Birth:	01/13/1987
Training Date:	03/05/2021
Expiration Date:	03/05/2024
Program Name:	AFFORDABLE ALCOHOL TRAINING
Identification Number:	3207346

This generic training verification generates from the records contained in the Department of Revenue's system as reported to the department by training providers.



Montana Department of Revenue
MTRevenue.gov
(406) 444-6900
TDD Montana Relay 711



GOVERNOR GREG GIANFORTE
DIRECTOR BRENDAN BEATTY

Alcohol Server Training Verification

This training verification recognizes that the below individual is listed in the Department of Revenue's system as having valid alcohol server training.

Name:	GUNNAR PETERSEN
Date of Birth:	04/26/1966
Training Date:	02/24/2021
Expiration Date:	02/24/2024
Program Name:	AFFORDABLE ALCOHOL TRAINING
Identification Number:	3207345

This generic training verification generates from the records contained in the Department of Revenue's system as reported to the department by training providers.



Montana Department of Revenue
MTRevenue.gov
(406) 444-6900
TDD Montana Relay 711



GOVERNOR GREG GIANFORTE
DIRECTOR BRENDAN BEATTY

Alcohol Server Training Verification

This training verification recognizes that the below individual is listed in the Department of Revenue’s system as having valid alcohol server training.

Name:	ERIN PETERSEN
Date of Birth:	02/03/2002
Training Date:	11/07/2020
Expiration Date:	11/07/2023
Program Name:	MONTANA ALCOHOL SELLER SERVER COURSE
Identification Number:	3203461

This generic training verification generates from the records contained in the Department of Revenue’s system as reported to the department by training providers.



Montana Department of Revenue
MTRevenue.gov
(406) 444-6900
TDD Montana Relay 711

2022 Safety Plan –PBR After party and Fossil Fest

- **How admission of those under the legal age to drink will be handled and consequences when underage drinking occurs.**
 - **Given the event is open to all ages, anyone who wishes to be admitted will be allowed into the venue. If anyone is found to be underage drinking, the event Supervisor will be notified and will call police for assistance.**
 - **All patrons who wish to drink will be carded and provided a wristband signifying they have been properly checked and cleared to take part in libations.**
- **How will staff handle those under the influence of alcohol? Will alternate transportation be offered?**
 - **Bar staff will remove them from the property and call Police if they feel necessary.**
 - **Or, Security, Bar Staff, or Event Coordinator will ask them to leave or escort them off property if that is an option.**
 - **Efforts will be made at all events to get individuals in touch with a sober driver.**
- **Actions to be taken in the event of a disturbance or medical or other type of emergency**
 - **If any disturbance, medical, or other type of emergency occur at the events, the event coordinator will notify 911 immediately.**
- **Any other measures to be taken to maintain a safe environment for those in attendance.**
 - **Safety of our staff and event attendees are paramount. We make sure egress locations are flowing smoothly, communication is**

established via our performers should anything need to be announced,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/31/20

42

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 have **ADDITIONAL INSURED** provisions or 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 Revo Insurance Alliance Brett Rezatto 5325 Hwy 12 E Aberdeen SD 57401	CONTACT NAME: Brett Rezatto PHONE (A/C, No, Ext): (605) 225-3770 E-MAIL ADDRESS: brett@revoalliance.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Patrick McCutcheon 110 N 2nd Livingston MT 59047	INSURER A: Lloyds Syndicate 2623	NAIC # AA-1128623
	INSURER B: Lloyds Syndicate 623	NAIC # AA-1126623
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			EH-771323-L3852899	SEE BELOW 12:01 AM	SEE BELOW 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000
	Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Retail Liquor Liability	Y	N				PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Deductible \$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person) \$
<input type="checkbox"/>	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
<input type="checkbox"/>	HIRED AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>		<input type="checkbox"/>					\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED		RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached CG 20 26 04 13 for the following dates: 07/02/2023, 07/03/2023, 07/04/2023, 07/15/2023, 07/21/2023, 07/27/2023, 07/28/2023, 07/29/2023, 08/19/2023 & 08/20/2023. Attendance: 5000, Event Type: Bartender at an Event.

CERTIFICATE HOLDER**CANCELLATION**

City of Livingston 220 E Park St Livingston MT 59047	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 Brett Rezatto

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

43

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

City of Livingston
220 E Park St
Livingston, MT 59047

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

—
—
State of Montana
Department of Revenue
Alcoholic Beverage Control Division
2022-2023 License

License No. 49-047-5536-002

THE OWL LOUNGE
344 KIMBALL AVE
BOZEMAN MT 59718-2009

OWNED BY: QUIN AND TONIC, LLC
PATRICK MCCUTCHEON - SOLE MEMBER

SECURED PART(IES):
YELLOWSTONE BANK

LEGAL DESCRIPTION OF LICENSED PREMISES:
110 N 2ND ST - LIVINGSTON

LOCATION MANAGER(S): PATRICK MCCUTCHEON, CELESTA
HALLAM

ENDORSEMENTS:
CATERING

This license is a privilege personal to the licensee and specific to the licensed premises; no transfer as to ownership or location is valid until approved by the Department of Revenue. Licensee is responsible for knowing and following all Montana alcoholic beverage laws (Title 16, Chapters 1-6, MCA) and rules (Title 42, Chapters 11-13, ARM). Failure to do so may subject the licensee to administrative action.

License Must be prominently displayed in licensed premises.
Valid through June 30,
2023

Montana Department of Revenue
Helena, Montana


Administrator,
Alcoholic Beverage Control
Division



Livingston Recreation Department
 229 River Drive
 Livingston, MT 59047
 406-223-2233
 rec@livingstonmontana.org
 http://www.livingstonmontana.org/

Registration/Payment Receipt 53978034

06/01/2023 11:30 AM

Account Information

The Owl Lounge
 Patrick McCutcheon
 110 N 2nd Street
 Livingston, MT 59047

Payment

Cash \$100.00

Received By

Maggie Tarr at Civic Center

Item	Quantity	Amount Paid
Special Event Administration Fee - Resident	2.00	\$100.00
Subtotal		\$100.00
Total Payment		\$100.00

Transaction Notes

7/15/23 - Special Event Application Fee for PBR Afterparty

7/21/23 - Special Event Application Fee for Fossil Fest

Thank you for reserving a facility with the City of Livingston

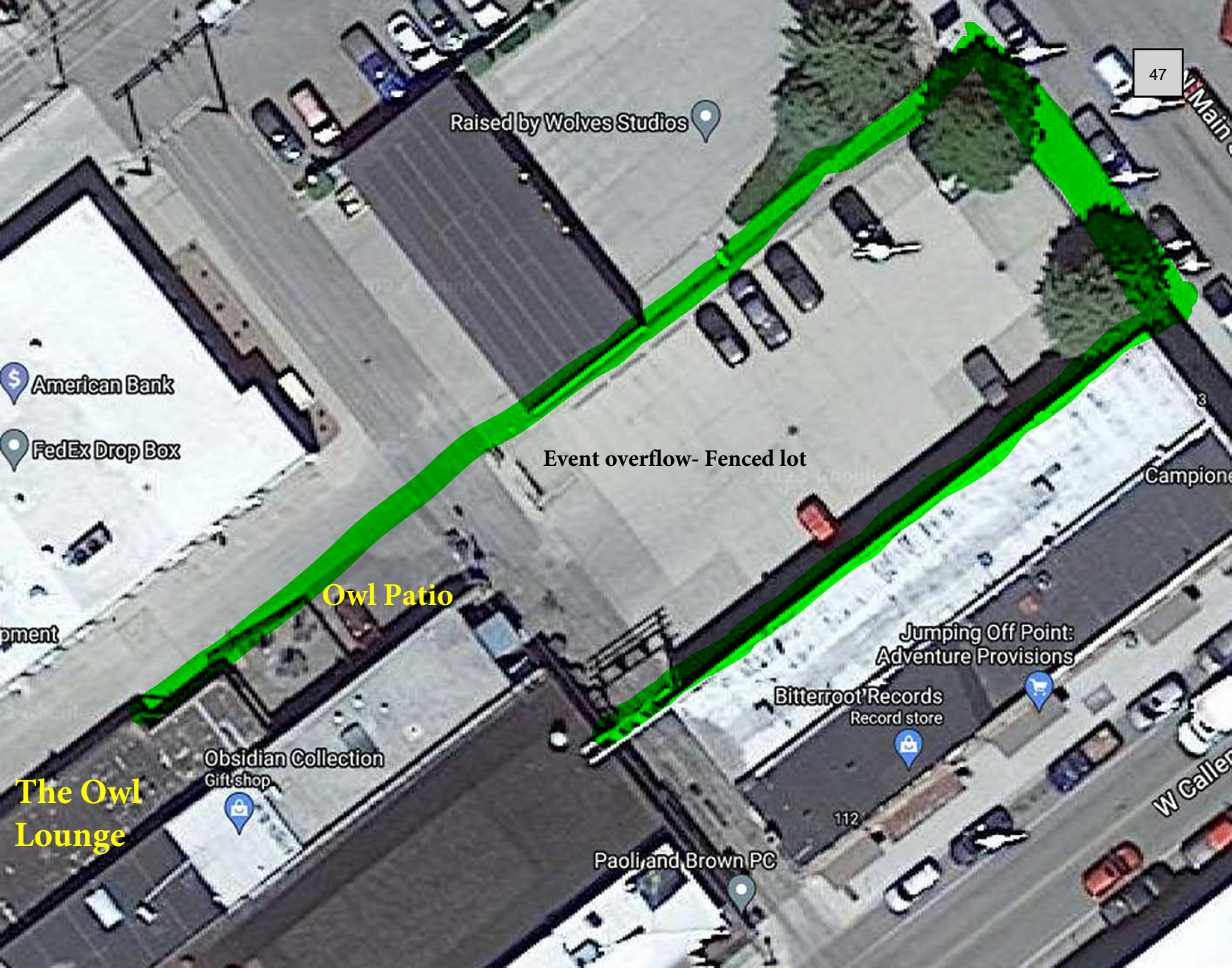
Reservation Status: A reservation is considered binding after The Facility Rental Agreement has been established and approved by City Personnel.

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.



Raised by Wolves Studios

47

American Bank

FedEx Drop Box

Event overflow- Fenced lot

Owl Patio

ment

The Owl Lounge

Obsidian Collection Gift shop

Bitterroot Records Record store

Jumping Off Point: Adventure Provisions

Paoli and Brown PC

Campione

W Callen

112

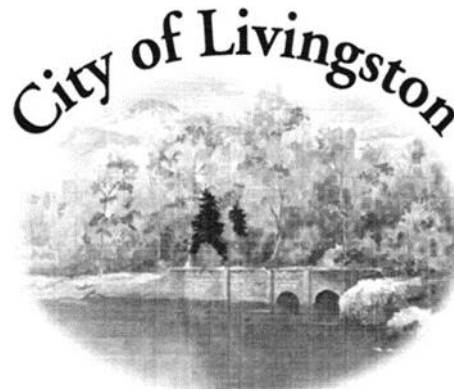
File Attachments for Item:

D. CONSIDERATION OF AGREEMENT 20020 FOR SOLID WASTE HAULING AND DISPOSAL SERVICES.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingtonmontana.org
www.livingtonmontana.org



Incorporated 1889

Chairperson
Melissa Nootz

Vice Chair
Karrie Kahle

Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

Date: 06/20/2023
To: Chair Nootz and City Commissioners
From: Shannon Holmes, Public Works Director

**Staff Report for Consideration of Agreement 20020 with
Montana Waste Systems For Solid Waste Hauling and Disposal Services**

Recommendation and Summary

Staff is recommending the Commission Approve Agreement 20020 with Montana Waste Systems to provide hauling and disposal services for municipal refuse by adopting the following motion:

“I move to approve Agreement 20020 with Montana Waste Systems for municipal solid waste hauling and disposal services and authorize the City Manager to sign the Agreement.”

The reasons for the recommendation are as follows:

- Montana Waste Systems has provided municipal refuse hauling and disposal with the City of Livingston since 2008.
- Our current contract expires on June 30, 2023.

Introduction and History

The City has been contracted with Montana Waste Systems since 2008. In 2018, Republic Services purchased Montana Waste Systems and continued Hauling and disposal of Livingston’s municipal refuse. In July 2022, Park County started hauling the County refuse to Logan Landfill. Since July 2022, the City has continued to contract with Montana Waste Systems for hauling and disposal to the High Plains Landfill in Great Falls.

In December 2022, The City Commission approved a professional service Agreement with Herrera to evaluate hauling and disposal options for the City of Livingston. The presentation of this evaluation is scheduled for later in 2023. In order to maintain continuity of services as the solid waste hauling and disposal analysis progresses, City staff is recommending this contract extension to provide additional time to evaluate and possibly move forward with the solid waste hauling and disposal options that will be presented in later this year.

Analysis

This Amendment to the solid waste hauling and disposal agreement extends the agreement to June 30, 2024. There is a CPI increase of 3.49% effective October 1, 2023.

Fiscal Impact

The fiscal impact of this contract is included in the City Manager’s Recommended Budget for FY 24 in the Solid Waste Fund.

Strategic Alignment

This contract extension fulfills several Growth Policy objective:

- Objective 9.1.3: Develop an integrated and efficient solid waste management system.

Attachments

- Attachment A: Amendment to Solid Waste Hauling and Disposal Agreement

AMENDMENT TO SOLID WASTE HAULING AND DISPOSAL AGREEMENT

This Amendment to the Solid Waste Hauling and Disposal Agreement (this “Amendment”) is made and entered into effective June __, 2023 (the “Amendment Effective Date”) by and between the City of Livingston, Montana, a Montana municipal corporation, (“Municipality”) and Montana Waste Systems, Inc. a Montana corporation (“MWS”)

RECITALS

WHEREAS, the Municipality and MWS entered into that certain Solid Waste Hauling and Disposal Agreement dated January 23, 2008 (“Agreement”).

WHEREAS, the Municipality desires to continue disposal services with MSW for the economical and environmentally sound disposition of solid waste generated within its jurisdiction; and

WHEREAS, the Municipality has the power to enter into service contracts for the disposal of solid waste; and

WHEREAS, MWS operates a sanitary landfill and desires to provide disposal and other solid waste related services; and

WHEREAS, the parties agree to extend the January 23, 2008 Agreement by one (1) year as set forth below.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the Parties have agreed as follows:

AGREEMENT

1. **Paragraph 1.2 of the Agreement is amended to read as follows:**

“Delivery Date” means July 1, 2023.

2. **Paragraph 1.12 of the Agreement is amended to read as follows:**

“Calendar Year” means from July 1 to June 30 of the following year.

3. **Paragraph 2.3 of the Agreement is replaced and will read as follows: :**

2.3 Renewal Terms: The term of this Extension Agreement will commence July 1, 2023, and terminate on June 30, 2024. Municipality may terminate this Agreement upon 90 days’ written notice given to MWS.

4. **Section 4 of the Agreement is amended to include the following:**

4.6 Annual Spring Cleanup: MWS will provide a 30 ton trailer to the Municipality every spring for the Annual Spring Cleanup at no cost to the Municipality.

5. **Paragraph 5.2 of the Agreement is amended to include the following:**

“On October 1, 2023, the Base Rate shall be adjusted to \$60.80. Rate increase is due to the cost of fuel, CPI above 8% and expense increases due to the overall inflation and market condition changes.

MSW will not charge the City of Livingston any fuel recovery fees during the course of this extension.”

The remainder of Paragraph 5.2 remains the same as in the existing Contract.

6. **Paragraph 5.3 of the Agreement is amended to read as follows:**

5.3 Additional Compensation. In addition to the adjustments in the Base Rate specified in Paragraph 5.2, MWS will be entitled to additional compensation based upon the following events:

a) Changes in Government Regulations Requiring Expenditures. The City will also reimburse MWS for any expenditure required solely by federal, state or local law, regulation rule, ordinance, permit or permit condition that becomes effective after the Effective Date of this Agreement and that was not imposed because of the action or inaction of MWS. MWS may amortize any required capital expenditures, with interest at then current rates for financing, over the remaining initial term of this Agreement. MWS may include any additional required operating expenditure as an adjustment to the Base Rate as adjusted.

b) Tax Escalation. The City will also pay to MWS an amount ("Tax Escalation Amount") equal to the amount by which the Taxes assessed in each tax year exceed the amount of all Taxes paid or accrued by MWS in the calendar year of the Delivery Date. Within One Hundred Twenty (120) days of the Delivery Date MWS will provide the City a statement of the Taxes for the first calendar year. One-Twelfth (1/12th) of the Tax Escalation amount will be added each month to the invoice to the City. Increase in state and federal taxes are excluded from the Tax Escalation amount.

c) Cumulative Compensation. Every adjustment to MWS compensation conferred herein will be cumulative and in addition to every other adjustment conferred herein.

d) Payment for Special Waste. Municipality shall reimburse MWS for actual expenses incurred in the disposal of Special Waste.

7. **Paragraph 5.6 of the Agreement is amended to include the following sentence:**

“No entity located in Park County shall be charged less for Municipal Solid Waste Hauling and Disposal than the City of Livingston.”

8. **Capitalized Terms**. The parties agree that capitalized terms not otherwise defined in this Extension Amendment shall have the meaning set forth in the Agreement.

9. **Continuing Effect**. Except as specifically amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

10. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have executed this Amendment of Solid Waste Hauling and Disposal Agreement this _____ day of _____, 2023.

CITY OF LIVINGSTON (MUNICIPALITY)

MONTANA WASTE SYSTEMS, INC.

By: _____

By: _____

Its: _____

Its: _____

STATE OF MONTANA)
 ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ of the CITY OF LIVINGSTON, MONTANA (MUNICIPALITY).

(Notarial Seal)

Printed Name: _____
Notary Republic for the State of Montana
Residing in: _____
My commission expires: _____

STATE OF MONTANA)
 ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ of MONTANA WASTE SYSTEMS, INC.

(Notarial Seal)

Printed Name: _____
Notary Republic for the State of Montana
Residing in: _____
My commission expires: _____

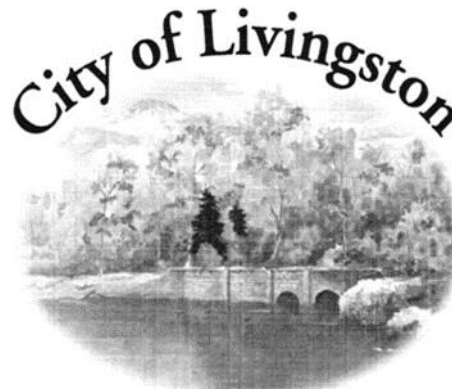
File Attachments for Item:

E. CONSIDERATION OF AGREEMENT 20021 FOR AGREEMENT WITH STAFFORD ANIMAL SHELTER.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Melissa Nootz

Vice Chair
Karrie Kahle

Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

Date: 06/20/2023
To: Chair Nootz and City Commissioners
From: Grant Gager, City Manager

**Staff Report for Consideration of Agreement 20021 with
Stafford Animal Shelter for Animal Boarding and Adoption Services**

Recommendation and Summary

Staff is recommending the Commission Approve Agreement 20021 with Stafford Animal Shelter for animal boarding and adoption services by adopting the following motion:

“I move to approve Agreement 20021 with Stafford Animal Shelter for Animal Boarding and Adoption Services and authorize the City Manager to sign the Agreement.”

The reasons for the recommendation are as follows:

- Chapter 4 of the Livingston Municipal Code establishes requirements for the control of animals and authorizes the impoundment of certain animals.
- The City does not currently maintain or operate an impoundment facility and so a contracted service provider is necessary.

Introduction and History

Chapter 4 of the Livingston Municipal Code establishes requirements for the control of animals and requires the City to periodically impound and board certain animals. At present, the City does not maintain or operate an impoundment facility. As such, contracted service providers assist the City in the impoundment of animals. Similarly, the City requires assistance with finding new homes for unclaimed animals.

Analysis

Earlier this year, City staff released a Request for Proposals for animal boarding and adoption services. The City received four proposals that were evaluated by City staff. The proposal from Stafford was the most highly ranked proposal and they are recommended for award.

Fiscal Impact

The fiscal impact of this contract is included in the Manager’s Recommended Budget for FY 24.

Strategic Alignment

This City is required by the LMC to provide animal control services.

Attachments

- Attachment A: Agreement 20021

AGREEMENT

THIS AGREEMENT is made and entered into as of the latest date set forth by a signature below, by and between the **CITY OF LIVINGSTON, MONTANA**, a municipal corporation and political subdivision of the state of Montana with a business address of 220 E Park Street, Livingston, Montana 59047, and **STAFFORD ANIMAL SHELTER**, a Montana public benefit corporation with a business address of 3 Business Park Road, Livingston, Montana 59047.

RECITALS:

- A. The Code of Ordinances, City of Livingston, Montana requires the City’s animal control officer to capture and impound animals in certain instances.
- B. When the animal control officer has been required to capture and impound animals in the past, the impoundment and subsequent boarding has taken place at Stafford Animal Shelter.
- C. The arrangement between the City of Livingston and Stafford Animal Shelter has worked relatively well; however, the entities believe amending the terms and conditions of their arrangement is necessary.
- D. The City of Livingston and Stafford Animal Shelter now desire to continue their relationship according to the terms and conditions set forth and discussed below.

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. DEFINITIONS. For the purposes of this document, the following terms shall have the meanings ascribed to them in this Paragraph 2.
 - a. After-Hours. The term “After-Hours” shall mean any time between the hours of 5 p.m. and 8 a.m. seven days a week.
 - b. Agreement. The term “Agreement” shall mean this document and any exhibits and amendments thereto.
 - c. ACO. The term “ACO” shall mean the animal control officer for the City.
 - d. Bite Quarantine Animal. The term “Bite Quarantine Animal” shall mean any animal other than a Police Hold Animal the City has delivered to the Shelter for impoundment and boarding because it bit someone or something, and that has been at the facility for

ten (10) days or less after delivery. Absent a court order providing otherwise, a Bite Quarantine Animal will automatically transition to the sole custody of the Shelter after ten (10) days and the five (5) day hold period post quarantine have passed since its delivery to the Shelter.

- e. City. The term “City” shall mean the City of Livingston, Montana.
- f. Code. The term “Code” shall mean the Code of Ordinances, City of Livingston, Montana.
- g. Effective Date. The term “Effective Date” shall mean the latest date set forth by a signature below.
- h. Impounded Animal. The term “Impounded Animal” shall mean any animal other than a Bite Quarantine Animal or a Police Hold Animal, the City or a citizen within the City Limits of Livingston has delivered to the Shelter for impoundment and boarding, and that has been at the Shelter for five (5) days or less after delivery. Absent a court order providing otherwise, an Impounded Animal will automatically transition to the sole custody of the Shelter after five (5) days have passed since its delivery to the Shelter.
- i. Police Hold Animal. The term “Police Hold Animal” shall mean an animal the Shelter is boarding in connection with a criminal or civil enforcement, including animal cruelty matter at the request of the Livingston Police Department and/or the ACO. Absent a court order providing otherwise, a Police Hold Animal will automatically transition to the sole custody of the Shelter after (1) the criminal or civil enforcement matter has concluded or boarding the animal is no longer necessary, and (2) the animal goes unclaimed after the animal’s owner receives written notice from the City that the animal will transfer to the sole custody of the Shelter if not claimed within three (3) days after the owner’s receipt of the written notice.
- j. Seizure/Animal Cruelty. The term “Animal Cruelty” shall mean an animal the Shelter is caring for in connection with suspected Animal Cruelty, refer to Police Hold Animal. Animal Cruelty is defined per Montana State Law.
- k. Parties. The term “Parties” shall mean the City and the Shelter.
- l. Shelter. The term “Shelter” shall mean Stafford Animal Shelter.
- m. Shelter Animal. The term “Shelter Animal” shall mean any animal that has transitioned to the sole custody of the Shelter.
- n. Other terms shall have the meanings ascribed to them in the body of this Agreement.

3. THE CITY'S OBLIGATIONS. The City shall do all of the following:

The City agrees to deliver impounded animals to the Shelter for animal care. The City agrees to hold the Shelter harmless for any such decision to impound. In the event of an impoundment, the parties agree to the following schedules/procedures and that the City will be responsible for paying the Shelter services:

- a. "Impounded Animal" (as defined above): to be held for five days to locate owner. If unclaimed by owner, then the animal will transfer to the sole custody of the Shelter.
- b. "Bite Quarantine Animal" (as defined above): City to take the animal to outside Veterinary facility for intake exam, rabies exam, 10 day hold & exit exams. Shelter may assist with boarding, if available and when staffing allows.
- c. "Police Hold Animal"(as defined above):
 - i. Owner may voluntarily sign surrender form (or)
 - ii. Owner must give permission to ACO/Police for Shelter to release to a guardian within three days (or)
 - iii. City must petition court for Cost of Care bond within ten days
- d. Seizure/Animal Cruelty (as defined above:)
 - i. Owner may voluntarily sign surrender form (or)
 - ii. City must petition the court for Cost of Care bond within ten days
- e. Death of Owner:
 - i. Coroner takes custody of animal after death of owner until next-of-kin is notified & Shelter to board for 10 days until animal is picked up by guardian or until Coroner releases animal to Shelter's custody.
- f. Emergency Boarding (Fire Department/Law Enforcement/Public bring in animal(s) as a result of natural disaster, fire, car accident, medical emergency etc.)
 - i. Shelter to board for up to 10 days until animal is picked up by guardian
 - ii. Shelter to hold unknown "DOA" pets for 3 days until owner can identify remains of pets found in community and then may arrange cremation services at an additional cost at the owner's expense.
- a. Pay the Shelter for boarding an Impounded Animal pursuant to the rates set forth in Paragraph 5, below.
- b. Pay the Shelter for boarding a Bite Quarantine Animal pursuant to the rates set forth in Paragraph 5, below.

- c. Pay the Shelter for boarding a Police Hold Animal pursuant to the rates set forth in Paragraph 5, below.
- d. Pay the Shelter for vaccinations given to an Impounded Animal, Police Hold Animal, or a Bite Quarantine Animal upon intake pursuant to the rates set forth in Paragraph 5, below.
- e. If any animal is required by court order to be cared for longer than set forth above, City will pay fees set forth in Paragraph 5 below, until impounded animal is released back to owner or relinquished to Shelter. A City official will inform the Shelter when an impounded animal is released to the Shelter's custody.
- f. The City, in consultation with the Shelter will decide what care (e.g., medical, behavioral, foster) is necessary for an impounded animal, including euthanasia or having the animal treated at outside licensed veterinary hospital, in which case the City agrees to pay all fees applicable through its normal claims process, in the event the legal owner cannot be located or identified and held responsible by end of business day. If the animal arrives on the weekend (See F). The City agrees to ultimately be responsible for all fees related to impoundment. In addition, any fees due to the Shelter must be collected by the City from the animal's owner. If the costs are not covered by the owner, then the costs are the responsibility of the City.
- g. In the event an after-hours emergency occurs with a City impounded animal, the City agrees to allow the Shelter to seek emergency medical care at a local veterinary hospital on behalf of the City. The City will be responsible for all fees incurred for emergency medical treatment that cannot be performed at the Shelter.
- h. The City, in consultation with a local veterinarian, has the discretion to euthanize an Impounded Animal, Bite Quarantine Animal, or Police Hold Animal. In the event the Shelter does not agree that an animal should be euthanized, the City shall have a local veterinarian perform the euthanasia.
- i. In the event the City has delivered a deceased animal to the Shelter and said animal has gone unclaimed for a period of 3 (three) days after delivery, and in the event the ACO requests the Shelter to dispose of and/or cremate the deceased animal the Shelter shall dispose of the animal at its discretion. Nothing in this subsection shall require the City to utilize the Shelter to dispose of and/or cremate such an animal.

4. THE SHELTER'S OBLIGATIONS. The Shelter shall do all of the following:
 - a. The Shelter agrees to provide comprehensive animal welfare services including veterinary care, medical evaluations, humane housing, proper nutrition, exercise & enrichment for Impounded Animal, Police Hold Animal, or Bite Quarantine Animal animals dropped by the City ACO, law enforcement or other authorized City Employee and citizenry of Livingston, if deemed safe to handle, with a capacity of care for no more than 10 animals per day or 100 animals per month.
 - b. Provide a collar and identification tag for any Impounded Animal or Bite Quarantine Animal that is reclaimed and was not wearing a collar and identification at the time of admission to the Shelter.
 - c. Reserve at least two (2) kennels for City use.
 - d. Provide the ACO with identifying information -- including but not limited to species, breed, sex, color, and owner -- pertaining to a Police Hold Animal the Livingston Police Department delivers to the Shelter. Such information shall be provided to the ACO no later than one (1) business day following the day on which the Police Hold Animal was delivered to the Shelter.
 - e. When veterinary care is required under this Agreement, utilize a Livingston veterinarian for the care, unless an emergency necessitates the use of a veterinarian outside of Livingston.
 - f. Refuse to release any Impounded Animal or Bite Quarantine Animal until such time as the Shelter has collected proof of ownership or guardianship.
 - g. The Shelter shall provide to the City on a monthly basis no later than the 10th of the following month a report which includes all of the following information: animal species, gender, condition upon intake, source of intake (ie: community member or ACO/Law Enforcement / City Staff, owner (if identified and returned) length of hold and disposition.

5. FEES. The City shall pay the Shelter a fee of Three Thousand Three Hundred and thirty-three dollars and 33 /100 Dollars (\$3,333.33) per month or \$40,000 annually for all services in this

Agreement. The rate will escalate by 15%, on July 1, 2024 through June 30, 2025 and increase 5% on July 1, 2025 through June 30, 2026.

6. PAYMENT AND LATE FEES. In connection with obtaining payment under this Agreement, the City shall submit payment to the Shelter, by check on the first business Wednesday of each month. The City will have a five business day grace period, each month to submit payment to the Shelter. After five business days, the City will incur a Two Hundred and No/100 Dollars (\$200.00) late fee, for each late payment.

7. VACCINATIONS. Animals delivered to the shelter will be vaccinated upon intake. Canines shall be vaccinated against bordetella, canine parvovirus, canine distemper virus, parainfluenza virus, and canine adenovirus-type 2. In addition, when the Shelter’s Veterinarian is available, they shall be vaccinated against Rabies. Felines shall be vaccinated against feline viral rhinotracheitis (herpesvirus type 1, calici virus, and panleukopenia virus. In addition, when the Shelter’s Veterinarian is available, they shall be vaccinated against Rabies.

8. TERM. This Agreement shall remain in full force and effect for a period of 3 years after the Effective Date and will expire on June 30, 2026 unless renewed by mutual agreement in advance.

9. TERMINATION. If one of the Parties fails to substantially perform in accordance with the terms of this Agreement (the “Defaulting Party”), the other (the “Non-Defaulting Party”) shall deliver a written notice specifying the nature of the Defaulting Party’s failure to substantially perform. The Defaulting Party shall have a period of fifteen (15) days after receiving the written notice from the Non-Defaulting Party to cure the failure to perform. If the Defaulting Party does not cure its failure to perform within the 15-day cure period, the Non-Defaulting Party shall provide the Defaulting Party with a written notice to terminate this Agreement. The Non-Defaulting Party may only terminate this Agreement if it is not at fault for the Defaulting Party’s failure to perform.

10. NATURE OF RELATIONSHIP. Nothing in this Agreement shall be construed as creating any employment, agency, partnership, or joint venture relationship between the Parties.

11. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party.

12. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not affect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
13. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
14. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties.
15. INTERPRETATION. The Paragraph headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement. Whenever in this Agreement the singular number is in use, the same shall include the plural, and the masculine gender shall include all genders, and vice versa, as the context shall require. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction or interpretation shall be applied against any party on the grounds that such party was the “drafter” of this document, nor shall any such principal of interpretation or construction be utilized to resolve any alleged ambiguity.
16. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
17. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of any third party. Neither this Agreement nor or any right or obligation hereunder shall be assigned, 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 assigning party from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

- 18. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles. In the event a dispute arises relating to this Agreement and the obligations to be performed hereunder, the Parties agree to resolve the dispute through negotiation. If negotiation fails to resolve the dispute, the Parties agree to refer the dispute to a mediation, the cost of which shall be borne equally by the Parties. If mediation fails to resolve the dispute, the Parties may seek redress in the appropriate court.

- 19. COMPUTING TIME. For the purpose of calculating time under this Agreement, if the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

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

CITY OF LIVINGSTON, MONTANA

STAFFORD ANIMAL SHELTER

 Grant Gager
 City Manager

 Lauren Smith
 Executive Director

 Date

 Date

APPROVED AS TO FORM:

 Jon Hesse
 Interim City Attorney

File Attachments for Item:

A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON DECLARING JUNE 18-24TH AS NATIONAL POLLINATORS WEEK IN LIVINGSTON.



Proclamation
of the Livingston City Commission
**Proclaiming the week of June 18-24th as National
 Pollinators Week in the City of Livingston, Montana**

WHEREAS, pollinators such as thousands of species of bees are essential partners in producing much of our food supply; and

WHEREAS, pollinators provide significant environmental benefits that are necessary for maintaining healthy, diverse ecosystems in towns and cities; and

WHEREAS, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities; and

WHEREAS, the City of Livingston manages parks, public landscaping, and other public lands that may include greenways and wildlife habitats; and

WHEREAS, the City of Livingston provides recommendations to developers and residents regarding landscaping to promote wise conservation stewardship, including the protection of pollinators and maintenance of their habitats; and

NOW, THEREFORE, BE IT RESOLVED that on behalf of the Livingston City Commission, I, Melissa Nootz, chair, do hereby proclaim, **June 18-24, 2023**, to be:

**NATIONAL POLLINATORS WEEK IN
 LIVINGSTON, MONTANA**

And, as the City of Livingston is an affiliate of Bee City USA®, do urge all citizens to recognize this observance.

Signed this ___ day of June, 2023.

MELISSA NOOTZ, Chair
Livingston City Commission

Faith Kinnick,
Recording Secretary

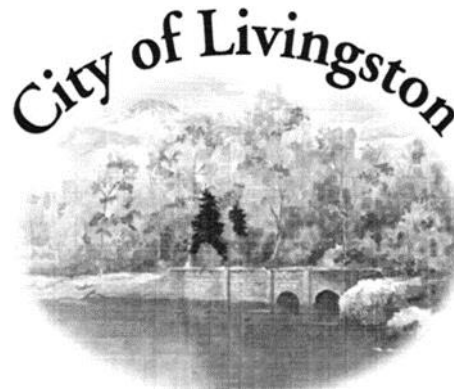
File Attachments for Item:

A. RESOLUTION NO. 5092: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DESIGNATING LIVINGSTON MONTANA AS A BEE CITY USA® AFFILIATE.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Melissa Nootz

Vice Chair
Karrie Kahle

Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

Date: 6/20/2023
To: Chair Nootz and City Commissioners
From: Grant Gager, City Manager

Staff Report for Resolution 5092

Recommendation and Summary

Staff is recommending that the City Commission adopt Resolution 5092 pledging the City’s support for participating in the BEE CITY USA program by adopting the following motion:

“I move to approve Resolution 5092 and authorize the Chair to sign the Resolution.”

The reasons for the update are as follows:

- The City of Livingston’s adopted Growth Policy encourages the pursuit of a pollinator-friendly designation.
- The City of Livingston is able to meet the requirements of the BEE CITY USA program.

Introduction and History

The City of Livingston’s adopted growth policy includes goals, objectives and strategies that the community has identified as priorities. In February 2023, the City initiated a program to begin implementing the Growth Policy. Within the Natural Resources section of the City of Livingston’s Growth Policy is strategy 4.3.5.6 which is to “pursue pollinator-friendly designations such as BEE CITY USA.”

Analysis

The BEE CITY USA program is an initiative of the Xerces Society for Invertebrate Conservation that provides a framework for communities to support native pollinators by providing a healthy habitat that is rich in native plants and nest sites while being protected from pesticides. The application requires adoption of the attached Resolution and certain activities that are outlined in the Resolution. The City is able to meet these requirements.

Fiscal Impact

The cost for programs to comply with the requirements of the program are included in the City Manager’s recommended FY 2024 budget.

Strategic Alignment

Strategy 4.3.5.6 of the Growth Policy is to “pursue pollinator-friendly designations such as BEE CITY USA.”

Attachments

- Resolution 5092

RESOLUTION NO. 5092

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DESIGNATING LIVINGSTON MONTANA AS A BEE CITY USA® AFFILIATE.

WHEREAS, the mission of BEE CITY USA is to galvanize communities to sustain pollinators, responsible for the reproduction of almost 90% of the world's flowering plant species, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides; and

WHEREAS, thanks to the more than 3,600 species of native bees in the United States, along with introduced honey bees, we have very diverse dietary choices rich in fruits, nuts, and vegetables; and

WHEREAS, bees and other pollinators have experienced population declines due to a combination of habitat loss, poor nutrition, pesticides (including insecticides, fungicides, and herbicides), parasites, diseases, and climate change; and

WHEREAS, Livingston can benefit from being a pollinator-friendly community through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for pollinator-friendly plant materials from local growers; and

WHEREAS, ideal pollinator-friendly habitat is comprised of mostly native wildflowers, grasses, vines, shrubs, and trees blooming in succession throughout the growing season to provide diverse and abundant nectar and pollen, since many wild pollinators prefer or depend on the native plants with which they co-adapted; is free to nearly free of pesticides, as many pesticides can harm pollinators and/or their habitat; comprises undisturbed spaces (leaf and brush piles, unmown fields or field margins, fallen trees and other dead wood) for nesting and overwintering; and provides connectivity between habitat areas to support pollinator movement and resilience; and

WHEREAS, supporting pollinators fosters broad-based community engagement in environmental awareness and sustainability; and

WHEREAS, the City of Livingston, Montana, should be certified a *BEE CITY USA®* community because one of the strategies of the Growth Policy is to pursue a pollinator friendly; and

NOW, THEREFORE, in order to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, the Livingston City Commission, chooses to support and encourage healthy pollinator habitat creation and enhancement, resolving as follows:

1. The City of Livingston, Parks and Trails Committee is hereby designated as the BEE CITY USA sponsor.
2. The Commission representative of the Parks and Trails Committee is designated as the BEE CITY USA Liaison.

- 3. Facilitation of Livingston’s BEE CITY USA program is assigned to the Parks and Trails Committee
- 4. The Parks and Trails Committee is authorized to and shall:
 - a. **Celebration:** Host at least one educational event or pollinator habitat planting or restoration each year to showcase Livingston’s commitment to raising awareness of pollinator conservation and expanding pollinator health and habitat.
 - b. **Publicity & Information:** Install and maintain at least one authorized BEE CITY USA street sign in a prominent location, and create and maintain a webpage on the city website which includes, at minimum a copy of this resolution and links to the national BEE CITY USA website; contact information for your BEE CITY USA Liaison and Committee; reports of the pollinator-friendly activities the community has accomplished the previous year(s); and your recommended native plant species list and integrated pest management plan (explained below).
 - c. **Habitat:** Develop and implement a program to create or expand pollinator-friendly habitat on public and private land, which includes, but is not limited to, Identifying and inventorying Livingston’s real property that can be enhanced with pollinator-friendly plantings; creating a recommended locally native plant list to include wildflowers, grasses, vines, shrubs, and trees and a list of local suppliers for those species; and, tracking (by square footage and/or acreage) annual area of pollinator habitat created or enhanced.
 - d. **Pollinator-Friendly Pest Management:** Create and adopt an integrated pest management (IPM) plan designed to prevent pest problems, reduce pesticide use, and expand the use of non-chemical pest management methods.
 - e. **Policy & Plans:** Establish, through the City of Livingston a policy in the Strategic Plan of Livingston to acknowledge and commit to the BEE CITY USA designation and review the Growth Policy 4.3.5.6 and other relevant documents to consider improvements to pest management policies and practices as they relate to pollinator conservation, identify appropriate locations for pollinator-friendly plantings, and consider other appropriate measures.
 - f. **Renewal:** After completing the first calendar year as a BEE CITY USA affiliate, each February, apply for renewal of Livingston’s BEE CITY USA designation following the format provided by BEE CITY USA, including a report of the previous year’s BEE CITY USA activities, and paying the renewal fee based on Livingston’s population.

APPROVED AND ADOPTED by the City Commission of the City of Livingston, Montana, this ___ day of _____, 20__.

MELISSA NOOTZ, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

JON HESSE
Interim City Attorney

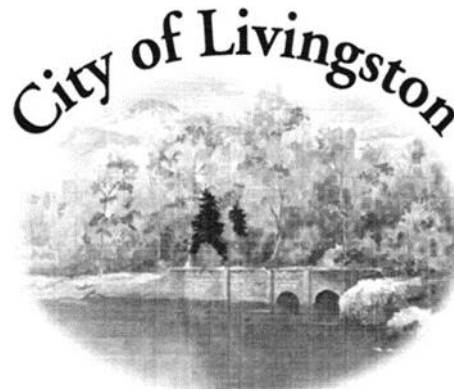
File Attachments for Item:

B. RESOLUTION NO. 5093: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OBJECTING TO A MAIL BALLOT ELECTION FOR THE CITY'S MUNICIPAL ELECTION, AND CALLING FOR AN ELECTION TO BE HELD.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Melissa Nootz

Vice Chair
Karrie Kahle

Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

Date: 6/20/2023
To: Chair Nootz and City Commissioners
From: Grant Gager, City Manager

Staff Report for Resolution 5093

Recommendation and Summary

Staff is recommending that the City Commission approve passage of Resolution 5093 calling for the 2023 municipal general election to be held in person by adopting the following motion:

“I move to approve Resolution 5093 and authorize the Chair to sign the Resolution.”

The reasons for the update are as follows:

- Montana Code Annotated provides that Election Administrators may conduct elections by mail ballot.
- Montana Code Annotated allows a political subdivision to object to the conduct of an election by mail.

Introduction and History

Montana Code Annotated (MCA) Chapter 19 of Title 13 provides that certain elections may be conducted using mail ballots. However, we notified, a political subdivision may object to the exclusive use of mail ballots by passage of a Resolution stating its objection.

Analysis

In November 2023, City staff expects that the community may be asked to support creation of a Special District pursuant to Chapter 11 of Title 7 of the MCA. Staff believes that an in-person election will ensure greater awareness of the election and foster more participation.

Fiscal Impact

The cost for an election that allows in-person voting is greater than a mail only election. The City Manager’s recommended FY 2024 budget includes the cost of an in-person election.

Strategic Alignment

The involvement of community members in public policy is critical to ensuring strategic alignment of the City and residents.

Attachments

- None

RESOLUTION NO. 5093

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OBJECTING TO A MAIL BALLOT ELECTION FOR THE CITY’S MUNICIPAL ELECTION AND CALLING FOR AN ELECTION TO BE HELD.

WHEREAS, On April 28, 2023, the Park County Election Administrator placed the City of Livingston on notice pursuant to [MCA 13-19-2](#) that the elections for city commission in 2023 would be conducted by a mail ballot; and

WHEREAS, [MCA 13-19-204](#) provides that the City may, by Resolution, object to the conduct of its election by a mail ballot; and

WHEREAS, the City Commission expects that the Community will be asked to support the creation of a new Special District pursuant to [MCA 7-11-1001](#) and the Commission wants to ensure that the public has sufficient opportunity to express its will;

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Livingston, Montana, notifies the Park County Election Administrator of the City’s desire as follows:

The City Commission hereby objects to the conduction of the 2023 municipal elections by mail ballot and requests that the municipal general election for 2023 be conducted in a polling place.

BE IT FURTHER RESOLVED, that a copy of this Resolution be filed with the Park County Election Administrator promptly after passage.

Dated this 20th day of June, 2023.

MELISSA NOOTZ, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK,
Recording Secretary

JON HESSE,
Interim City Attorney

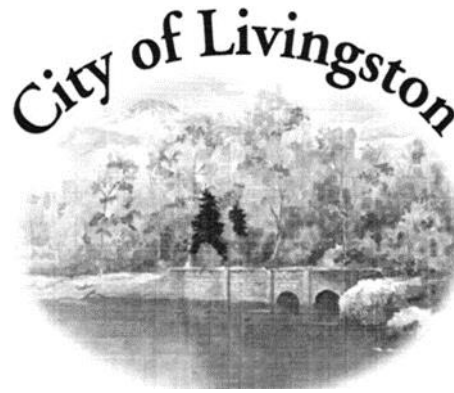
File Attachments for Item:

A. INTRODUCTION OF CITY MANAGER'S RECOMMENDED FY 2024 BUDGET.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Melissa Nootz

Vice Chair
Karrie Kahle

Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

Date: 6/20/2023
To: Chair Nootz and City Commissioners
From: Grant Gager, City Manager

Staff Report for Presentation of City Manager’s Recommended Budget

Recommendation and Summary

The City Manager is presenting the recommended budget for fiscal year 2024 which runs from July 1, 2023, to June 30, 2024. The formal budget adoption process will commence at a subsequent meeting. As such, there is no required or requested motion.

The reasons for the recommendation are as follows:

- The Montana Code Annotated provides that the City Manager shall prepare and present a budget for approval by the City Commission.
- The new fiscal year is approaching and a budget is needed to provide for operations in the new fiscal year.

Introduction and History

Subpart 12 of Part 3 of Chapter 3 of Title 7 of the Montana Code Annotated provides that the City Manager shall “prepare and present the budget to the commission for its approval and execute the budget adopted by the commission[.]”

Analysis

Enclosed with this report is a copy of the City Manager’s Recommended Budget for fiscal year 2024.

Fiscal Impact

When adopted, the City of Livingston budget will provide funding for City operations and projects in fiscal year 2024.

Attachments

- Attachment A: [Manager’s Recommended Budget](#)

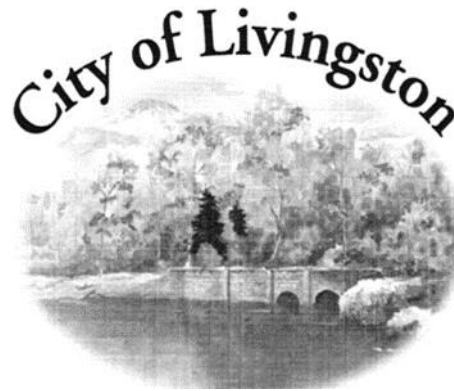
File Attachments for Item:

B. UPDATE ON COMMUNITY WELLNESS CENTER PROJECT.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Melissa Nootz

Vice Chair
Karrie Kahle

Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

Date: 6/20/2023
To: Chair Nootz and City Commissioners
From: Grant Gager, City Manager

Staff Report for Update on the Community Wellness Center Project

Recommendation and Summary

Staff is providing an update on the Community Wellness Center project with the Four Ranges Community Recreation Foundation to the Commission. This update is in advance of a public outreach process regarding the project location and building programming. As such, no motion is recommended or required but Commission direction is appreciated.

The reasons for the update are as follows:

- The City and Foundation have been working on four components of the project: facility use, location, capital funding and operating arrangements.
- City staff is working toward enabling a community decision on the wellness center at the November election.

Introduction and History

The 4 Ranges Community Recreation Foundation (Foundation) was formed in 2018 to support the creation and operation of community recreation facilities in the City of Livingston. In 2019, the Foundation performed both community needs and fundraising assessments. On March 7, 2023, the City and Foundation approved a memorandum of understanding to guide their work on the community wellness center project.

With the goal of providing facilities to replace the civic center and swimming pool and enable greater programming, the project team is reviewing four components of the project: facility use, location, capital funding and operating arrangements.

Analysis

The City and Foundation are working toward community approval of the project in November 2023. In order to accomplish that, the Montana Code Annotated establishes certain deadlines for action including formally calling for an election by mid-August. Within that framework, City staff would like to designate a preferred project location by mid-July. Concurrently, the City will seek to finalize facility uses and amenities so that concept site and building layouts can be created in advance of the November election.

In the coming weeks, City staff will seek community feedback in various forms regarding several possible project locations while also confirming elements of the building. The results of this process will inform the City Commission’s site selection in July as well as the site and building concept design that will follow.

Fiscal Impact

There is no fiscal impact arising from the analysis. The City work is being conducted using budgeted resources.

Strategic Alignment

The improvement of community recreation facilities is related to several objectives of the growth policy, including 2.2.2, and 3.2.1.

Attachments

- None