



# Livingston City Commission Agenda

September 01, 2020

5:30 PM

<https://us02web.zoom.us/j/84520938643pwd=SjBqd0YxU1FRb0FCNFlwRjhLRzZKUT09>

Meeting ID: 845 2093 8643 | Passcode: 740802

Call in: 1 (669) 900-6833

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Public Comment

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

6. Consent Items

- A. RATIFY CLAIMS PAID 08/15/2020-08/27/2020. PG. 4**
- B. APPROVE REGULAR MEETING MINUTES FROM AUGUST 18, 2020. PG. 16**
- C. APPROVE SPECIAL MEETING MINUTES FROM 8.20.2020. PG. 19**

7. Proclamations

8. Scheduled Public Comment

9. Public Hearings

- A. RESOLUTION NO. 4919: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, APPROVING AND ADOPTING THE FINAL BUDGET IN THE AMOUNT OF \$20,737,194 FOR THE FISCAL YEAR BEGINNING ON JULY 1, 2020, AND ENDING JUNE 30, 2021, (FY21), AND MAKING APPROPRIATIONS AND ESTABLISHING SPENDING LIMITS AND AUTHORIZING TRANSFER OF APPROPRIATIONS WITHIN THE SAME FUND. PG. 21**

10. Ordinances

- A. ORDINANCE NO. 2088: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 14-92 AS ENACTED BY ORDINANCE NO. 1908 REGULATING THE USER CHARGE BASIS FOR THE LIVINGSTON SEWER SYSTEM. PG. 24**

## 11. Resolutions

**A. RESOLUTION NO. 4920: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, FIXING THE TAX LEVY FOR FISCAL YEAR 2020-2021 AND GIVING NOTICE OF A PUBLIC HEARING THEREON. PG. 32**

**B. RESOLUTION NO. 4921: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH DR. RAYMOND RIGHT, OF LIVINGSTON HEALTH CARE TO PROVIDE EMS PROTOCOLS AND PROCEDURE SERVICES AS THE MEDICAL DIRECTOR TO LIVINGSTON FIRE AND RESCUE (LFR). PG. 36**

**C. RESOLUTION NO. 4922: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LANDS WHICH ARE CONTIGUOUS TO THE CITY OF LIVINGSTON AND ARE DESCRIBED AS 1607 MOUNTAIN VIEW LANE, AND 97 VIEW VISTA DRIVE. PG. 49**

## 12. Action Items

## 13. City Manager Comment

## 14. City Commission Comments

## 15. Adjournment

## Calendar of Events

09/07/2020: Labor Day, City Offices and Facilities Closed

09/08/2020: Historic Preservation Commission Meeting

09/08/2020: Zoning Commission Meeting

09/09/2020: City Conservation Board Meeting

09/15/2020: City Commission Meeting

[Links for Zoom meetings can be found at <http://www.livingstonmontana.org/calendar.php>]

## 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:**

**RATIFY CLAIMS PAID 08/15/2020-08/27/2020.**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>2M COMPANY, INC.</b>							
781	2M COMPANY, INC.	20184353-00	1" PVC	07/17/2020	28.20	28.20	08/21/2020
781	2M COMPANY, INC.	2019347400	round green box	08/06/2020	125.79	125.79	08/21/2020
Total 2M COMPANY, INC.:					153.99	153.99	
<b>ALL SERVICE TIRE &amp; ALIGNMENT</b>							
22	ALL SERVICE TIRE & ALIGNME	59809	Tire Repair	08/06/2020	15.00	15.00	08/21/2020
22	ALL SERVICE TIRE & ALIGNME	59833	FLAT TIRE REPAIR	08/10/2020	12.00	12.00	08/21/2020
22	ALL SERVICE TIRE & ALIGNME	59852	Tires	08/11/2020	590.00	590.00	08/21/2020
Total ALL SERVICE TIRE & ALIGNMENT:					617.00	617.00	
<b>ALPINE ELECTRONICS RADIO SHACK</b>							
402	ALPINE ELECTRONICS RADIO	10265599	USB Cable	08/17/2020	10.00	10.00	08/25/2020
Total ALPINE ELECTRONICS RADIO SHACK:					10.00	10.00	
<b>BIOBOT ANALYTICS, INC</b>							
10001	BIOBOT ANALYTICS, INC	328B41F3-000	EPIDEMIOLOGY SERVICE	08/10/2020	4,800.00	4,800.00	08/21/2020
Total BIOBOT ANALYTICS, INC:					4,800.00	4,800.00	
<b>BLACKSTONE PUBLISHING</b>							
2219	BLACKSTONE PUBLISHING	1177537	4 audiobooks	07/17/2020	158.99	158.99	08/25/2020
2219	BLACKSTONE PUBLISHING	1177604	1 Audiobook	05/16/2020	40.00	40.00	08/25/2020
Total BLACKSTONE PUBLISHING:					198.99	198.99	
<b>BOUND TREE MEDICAL, LLC</b>							
2662	BOUND TREE MEDICAL, LLC	83731793	Patient Supplies	08/11/2020	184.13	184.13	08/21/2020
2662	BOUND TREE MEDICAL, LLC	83739961	Patient Supplies	08/18/2020	205.15	205.15	08/21/2020
Total BOUND TREE MEDICAL, LLC:					389.28	389.28	
<b>BRIDGER COMMUNICATIONS</b>							
728	BRIDGER COMMUNICATIONS	45825	CABLE ANTENNA TECH SERVIC	08/03/2020	142.62	142.62	08/21/2020
Total BRIDGER COMMUNICATIONS:					142.62	142.62	
<b>BUDGET AUTO GLASS</b>							
89	BUDGET AUTO GLASS	20-1282	Windshield Replacem	07/26/2020	455.00	455.00	08/21/2020
Total BUDGET AUTO GLASS:					455.00	455.00	
<b>CANON FINANCIAL SERVICES, INC</b>							
1747	CANON FINANCIAL SERVICES, I	21801077	FIRE & RESCUE CONTRACT	08/13/2020	29.31	29.31	08/21/2020
1747	CANON FINANCIAL SERVICES, I	21801078	FIRE & RESCUE CONTRACT	08/13/2020	29.75	29.75	08/21/2020
Total CANON FINANCIAL SERVICES, INC:					59.06	59.06	
<b>CARQUEST AUTO PARTS</b>							
23	CARQUEST AUTO PARTS	1912-482828	WIPER BLADES	08/11/2020	18.75	18.75	08/21/2020
23	CARQUEST AUTO PARTS	1912-482853	FILTER	08/11/2020	194.22	194.22	08/21/2020
23	CARQUEST AUTO PARTS	1912-482914	GASKET	08/12/2020	21.59	21.59	08/21/2020
23	CARQUEST AUTO PARTS	1912-483089	PARTS	08/13/2020	45.96	45.96	08/21/2020
23	CARQUEST AUTO PARTS	1912-483501	Parts	08/18/2020	16.50	16.50	08/25/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
23	CARQUEST AUTO PARTS	1912-483636	Parts	08/19/2020	27.58	27.58	08/25/2020
Total CARQUEST AUTO PARTS:					324.60	324.60	
<b>CENGAGE LEARNING INC</b>							
10001	CENGAGE LEARNING INC	71075609	1 book	08/07/2020	31.15	31.15	08/25/2020
Total CENGAGE LEARNING INC:					31.15	31.15	
<b>CENTRON SERVICES</b>							
682	CENTRON SERVICES	2020.7.28	Utility Collections	07/28/2020	254.55	254.55	08/21/2020
682	CENTRON SERVICES	2020.7.28.2	Parking Collections	07/28/2020	133.40	133.40	08/21/2020
Total CENTRON SERVICES:					387.95	387.95	
<b>CHAPPELL'S BODY SHOP, INC.</b>							
294	CHAPPELL'S BODY SHOP, INC.	475	Prepaid car wash	08/10/2020	30.00	30.00	08/21/2020
Total CHAPPELL'S BODY SHOP, INC.:					30.00	30.00	
<b>CHARTER COMMUNICATIONS</b>							
3440	CHARTER COMMUNICATIONS	019544507182	Phones	07/18/2020	119.97	119.97	08/25/2020
3440	CHARTER COMMUNICATIONS	019544507182	Internet	07/18/2020	124.98	124.98	08/25/2020
Total CHARTER COMMUNICATIONS:					244.95	244.95	
<b>CHRIS BRENNNA</b>							
10002	CHRIS BRENNNA	027788	REIMBURSEMENT	08/18/2020	7.55	7.55	08/25/2020
10002	CHRIS BRENNNA	2020.7.1	REIMBURSEMENT	07/01/2020	25.00	25.00	08/25/2020
10002	CHRIS BRENNNA	6896-0410601	REIMBURSEMENT	07/01/2020	21.99	21.99	08/25/2020
Total CHRIS BRENNNA:					54.54	54.54	
<b>CITY OF LIVINGSTON</b>							
131	CITY OF LIVINGSTON	CR2020-002	Bond Conversion - K. Graham	08/12/2020	108.35	108.35	08/24/2020
Total CITY OF LIVINGSTON:					108.35	108.35	
<b>CIVICPLUS</b>							
10000	CIVICPLUS	201232	CIVICREC ANNUAL RENEWAL	08/01/2020	4,104.20	4,104.20	08/21/2020
Total CIVICPLUS:					4,104.20	4,104.20	
<b>COMDATA</b>							
2671	COMDATA	20336125	CG72S POLICE	08/01/2020	1,379.85	1,379.85	08/21/2020
2671	COMDATA	20336137	BZR70	08/01/2020	181.56	181.56	08/25/2020
Total COMDATA:					1,561.41	1,561.41	
<b>DELL MARKETING L.P.</b>							
745	DELL MARKETING L.P.	10405551969	FAITH COMPUTER	07/07/2020	1,635.67	1,635.67	08/21/2020
Total DELL MARKETING L.P.:					1,635.67	1,635.67	
<b>DEMCO</b>							
199	DEMCO	6821330	SHIPPING CRATES	07/27/2020	339.79	339.79	08/25/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total DEMCO:					339.79	339.79	
<b>ENCODE CORPORATION</b>							
1548	ENCODE CORPORATION	39308	AIR CONDITIONING	07/22/2020	1,053.96	1,053.96	08/25/2020
1548	ENCODE CORPORATION	39309	BOILER CONTRACT	07/22/2020	4,532.54	4,532.54	08/25/2020
1548	ENCODE CORPORATION	39337	HVAC Maint Contract	08/01/2020	1,988.00	1,988.00	08/25/2020
1548	ENCODE CORPORATION	39358	AIR CONDITIONING	07/29/2020	513.50	513.50	08/25/2020
Total ENCODE CORPORATION:					8,088.00	8,088.00	
<b>ENERGY LABORATORIES, INC.</b>							
424	ENERGY LABORATORIES, INC.	332843	Effluent	08/06/2020	356.00	356.00	08/21/2020
424	ENERGY LABORATORIES, INC.	335311	Effluent	08/14/2020	281.00	281.00	08/25/2020
Total ENERGY LABORATORIES, INC.:					637.00	637.00	
<b>EXEC U CARE SERVICES, INC.</b>							
3298	EXEC U CARE SERVICES, INC.	2343	Janitorial Services	08/03/2020	2,637.82	2,637.82	08/21/2020
Total EXEC U CARE SERVICES, INC.:					2,637.82	2,637.82	
<b>FASTENAL COMPANY</b>							
1276	FASTENAL COMPANY	MTBOZ179368	Supplies	10/24/2019	25.69	25.69	08/21/2020
Total FASTENAL COMPANY:					25.69	25.69	
<b>FOUR CORNERS RECYCLING, LLC</b>							
2919	FOUR CORNERS RECYCLING,	2254/3624	Recycling Fees	05/28/2020	5,603.80	5,603.80	08/21/2020
2919	FOUR CORNERS RECYCLING,	4527	Recycling Fees	07/28/2020	5,921.65	5,921.65	08/21/2020
Total FOUR CORNERS RECYCLING, LLC:					11,525.45	11,525.45	
<b>FRONTLINE AG SOLUTIONS, LLC</b>							
2516	FRONTLINE AG SOLUTIONS, LL	755490	BELLCRANK	07/08/2020	41.78	41.78	08/21/2020
2516	FRONTLINE AG SOLUTIONS, LL	765673	CHUTE	07/28/2020	482.12	482.12	08/21/2020
Total FRONTLINE AG SOLUTIONS, LLC:					523.90	523.90	
<b>GATEWAY OFFICE SUPPLY</b>							
54	GATEWAY OFFICE SUPPLY	48650	Office Supplies	07/31/2020	5.00	5.00	08/25/2020
54	GATEWAY OFFICE SUPPLY	49015	Office Supplies	08/19/2020	19.20	19.20	08/21/2020
54	GATEWAY OFFICE SUPPLY	49038	Office Supplies	08/21/2020	4.75	4.75	08/25/2020
Total GATEWAY OFFICE SUPPLY:					28.95	28.95	
<b>HAWKINS, INC</b>							
470	HAWKINS, INC	4769240	Chlorine	08/06/2020	2,048.13	2,048.13	08/25/2020
Total HAWKINS, INC:					2,048.13	2,048.13	
<b>HOUSE OF CLEAN</b>							
63	HOUSE OF CLEAN	253058-01	Cleaning Supplies	08/24/2020	100.72	100.72	08/25/2020
63	HOUSE OF CLEAN	263937	Cleaning Supplies	08/03/2020	97.75	97.75	08/25/2020
Total HOUSE OF CLEAN:					198.47	198.47	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>INDUSTRIAL TOWEL</b>							
102	INDUSTRIAL TOWEL	3386300	UNDERPAID	08/05/2020	5.12	5.12	08/25/2020
102	INDUSTRIAL TOWEL	36685	Towel Service	08/13/2020	15.23	15.23	08/25/2020
Total INDUSTRIAL TOWEL:					20.35	20.35	
<b>INFOUSA MARKETING, INC.</b>							
10001	INFOUSA MARKETING, INC.	83529311	DIRECTORY	07/21/2020	285.00	285.00	08/25/2020
Total INFOUSA MARKETING, INC.:					285.00	285.00	
<b>INGRAM LIBRARY SERVICE</b>							
1539	INGRAM LIBRARY SERVICE	46886228	1 Book	07/07/2020	22.18	22.18	08/25/2020
1539	INGRAM LIBRARY SERVICE	46886229	2 Books	07/07/2020	39.24	39.24	08/25/2020
1539	INGRAM LIBRARY SERVICE	46942502	1 Book	07/06/2020	24.36	24.36	08/25/2020
1539	INGRAM LIBRARY SERVICE	46942503	1 Book	07/09/2020	27.95	27.95	08/25/2020
1539	INGRAM LIBRARY SERVICE	46999796	5 Books	07/13/2020	94.24	94.24	08/25/2020
1539	INGRAM LIBRARY SERVICE	46999797	1 Book	07/13/2020	20.10	20.10	08/25/2020
1539	INGRAM LIBRARY SERVICE	47024890	1 Book	07/14/2020	32.89	32.89	08/25/2020
1539	INGRAM LIBRARY SERVICE	47054593	1 Book	07/15/2020	32.30	32.30	08/25/2020
1539	INGRAM LIBRARY SERVICE	47106552	1 Book	07/17/2020	33.50	33.50	08/25/2020
1539	INGRAM LIBRARY SERVICE	47137204	1 Book	07/20/2020	19.09	19.09	08/25/2020
1539	INGRAM LIBRARY SERVICE	47137205	5 Books	07/20/2020	89.70	89.70	08/25/2020
1539	INGRAM LIBRARY SERVICE	47137206	32 BOOKS	07/20/2020	342.56	342.56	08/25/2020
1539	INGRAM LIBRARY SERVICE	47168752	1 Book	07/21/2020	19.72	19.72	08/25/2020
1539	INGRAM LIBRARY SERVICE	47168753	2 Books	07/21/2020	45.91	45.91	08/25/2020
1539	INGRAM LIBRARY SERVICE	47183001	4 Books	07/22/2020	45.95	45.95	08/25/2020
1539	INGRAM LIBRARY SERVICE	47183002	1 Book	07/22/2020	40.19	40.19	08/25/2020
1539	INGRAM LIBRARY SERVICE	47224818	1 Book	07/23/2020	29.54	29.54	08/25/2020
1539	INGRAM LIBRARY SERVICE	47276494	5 Books	07/27/2020	91.91	91.91	08/25/2020
1539	INGRAM LIBRARY SERVICE	47276495	2 Books	07/27/2020	30.27	30.27	08/25/2020
1539	INGRAM LIBRARY SERVICE	47276496	10 books	07/27/2020	164.35	164.35	08/25/2020
1539	INGRAM LIBRARY SERVICE	47276497	1 Book	07/27/2020	19.10	19.10	08/25/2020
1539	INGRAM LIBRARY SERVICE	47276498	1 Book	07/27/2020	17.34	17.34	08/25/2020
1539	INGRAM LIBRARY SERVICE	47276499	1 Book	07/27/2020	17.34	17.34	08/25/2020
1539	INGRAM LIBRARY SERVICE	47297878	1 Book	07/28/2020	19.52	19.52	08/25/2020
1539	INGRAM LIBRARY SERVICE	47315486	1 Book	07/28/2020	33.50	33.50	08/25/2020
1539	INGRAM LIBRARY SERVICE	47388741	1 Book	07/31/2020	20.36	20.36	08/25/2020
1539	INGRAM LIBRARY SERVICE	47414163	1 Book	08/03/2020	20.78	20.78	08/25/2020
1539	INGRAM LIBRARY SERVICE	47414164	6 books	08/03/2020	109.80	109.80	08/25/2020
Total INGRAM LIBRARY SERVICE:					1,503.69	1,503.69	
<b>J &amp; H, INC.</b>							
3387	J & H, INC.	590002	330 BENNETT	08/10/2020	40.70	40.70	08/21/2020
3387	J & H, INC.	590161	Civic Center copier	08/10/2020	101.11	101.11	08/21/2020
Total J & H, INC.:					141.81	141.81	
<b>JOHN DEERE FINANCIAL</b>							
15	JOHN DEERE FINANCIAL	773801	Parts	08/13/2020	160.65	160.65	08/25/2020
Total JOHN DEERE FINANCIAL:					160.65	160.65	
<b>KARNATZ TREE SERVICE</b>							
2001	KARNATZ TREE SERVICE	2020.8.4	REVOVE BRANCH	08/04/2020	250.00	250.00	08/21/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total KARNATZ TREE SERVICE:					250.00	250.00	
<b>KENYON NOBLE</b>							
776	KENYON NOBLE	7850292	LUMBER	07/29/2020	35.70	35.70	08/21/2020
Total KENYON NOBLE:					35.70	35.70	
<b>KIMBALL MIDWEST</b>							
2863	KIMBALL MIDWEST	8163187	Shop supplies	08/18/2020	282.14	282.14	08/25/2020
Total KIMBALL MIDWEST:					282.14	282.14	
<b>LEHRKIND'S COCA-COLA</b>							
2830	LEHRKIND'S COCA-COLA	1768333	Water	08/12/2020	50.30	50.30	08/21/2020
2830	LEHRKIND'S COCA-COLA	1768334	Water	08/12/2020	84.00	84.00	08/21/2020
Total LEHRKIND'S COCA-COLA:					134.30	134.30	
<b>LIVINGSTON HEALTH CARE</b>							
55	LIVINGSTON HEALTH CARE	4270347	Patient Supplies	08/11/2020	248.05	248.05	08/21/2020
Total LIVINGSTON HEALTH CARE:					248.05	248.05	
<b>LIVINGSTON LOCKS &amp; CLOCKS</b>							
3210	LIVINGSTON LOCKS & CLOCKS	126258	KEYS	06/08/2020	132.00	132.00	08/21/2020
3210	LIVINGSTON LOCKS & CLOCKS	126282	CYLINDERS KEY	06/12/2020	215.00	215.00	08/21/2020
Total LIVINGSTON LOCKS & CLOCKS:					347.00	347.00	
<b>MASTERCARD</b>							
3184	MASTERCARD	FETTERHOFF	Postage	07/01/2020	393.96	393.96	08/24/2020
3184	MASTERCARD	GRADY 2020_	1 TB flash drive	07/01/2020	1,708.32	1,708.32	08/24/2020
3184	MASTERCARD	HAPPE 2020_	Table	07/01/2020	119.49	119.49	08/24/2020
3184	MASTERCARD	HARRINGTON	class supply	07/01/2020	720.93	720.93	08/24/2020
3184	MASTERCARD	HOFFMAN 202	Laptop	07/01/2020	649.00	649.00	08/24/2020
3184	MASTERCARD	JOHANSSON	Envelopes	07/01/2020	2,455.15	2,455.15	08/24/2020
3184	MASTERCARD	JOHNSON 202	Training	07/01/2020	1,257.58	1,257.58	08/24/2020
3184	MASTERCARD	KARDOES 202	Online video conferencing	07/01/2020	41.50	41.50	08/24/2020
3184	MASTERCARD	KINNICK 2020	Wireless Mouse	07/01/2020	74.04	74.04	08/24/2020
3184	MASTERCARD	LAWELLIN 202	MTLA Convention	07/01/2020	896.50	896.50	08/24/2020
3184	MASTERCARD	LOWY 2020_0	Hiring	07/01/2020	1,897.91	1,897.91	08/24/2020
3184	MASTERCARD	MACINNIS 202	ext ladders	07/01/2020	15,385.03	15,385.03	08/24/2020
3184	MASTERCARD	PURKETT 202	Folders	07/01/2020	29.97	29.97	08/24/2020
3184	MASTERCARD	SMITH 2020_0	Accessory	07/01/2020	707.72	707.72	08/24/2020
3184	MASTERCARD	TARR 2020_07	COVID Hand Sanitizer - Rec Activ	07/01/2020	600.23	600.23	08/24/2020
3184	MASTERCARD	WOODHULL 2	Phone Case	07/01/2020	9.99	9.99	08/24/2020
3184	MASTERCARD	WULF 2020_0	face masks	07/01/2020	186.11	186.11	08/24/2020
Total MASTERCARD:					27,133.43	27,133.43	
<b>MEBULBS-PREMIUM QUALITY LIGHTING</b>							
10000	MEBULBS-PREMIUM QUALITY L	31933884-03	25WT	08/06/2020	908.98	908.98	08/21/2020
Total MEBULBS-PREMIUM QUALITY LIGHTING:					908.98	908.98	



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>MEYER ELECTRIC AND GROUNDS REPAIR, LLC</b>							
3812	MEYER ELECTRIC AND GROUN	448	TROUBLESHOOT DOOR	08/05/2020	440.83	440.83	08/21/2020
Total MEYER ELECTRIC AND GROUNDS REPAIR, LLC:					440.83	440.83	
<b>MIKE MARXER</b>							
10002	MIKE MARXER	2020.8.12	OVERPAYMENT ON ACCOUNT	08/12/2020	104.80	104.80	08/21/2020
Total MIKE MARXER:					104.80	104.80	
<b>MISC.</b>							
99999	MISC.	2020.8.10	OVER PAYMENT ON ACCOUNT	08/10/2020	117.13	117.13	08/21/2020
99999	MISC.	2020.8.11	REFUND PAYMENT	08/11/2020	50.00	50.00	08/21/2020
99999	MISC.	22872400	REUND	08/17/2020	220.00	220.00	08/21/2020
99999	MISC.	CR2020-002	Bond Release - K. Graham	08/12/2020	981.65	981.65	08/24/2020
99999	MISC.	TK2020-0153	Bond Release - B. Johnson	08/19/2020	685.00	685.00	08/25/2020
Total MISC.:					2,053.78	2,053.78	
<b>MMIA</b>							
278	MMIA	720007	MCCANN	08/07/2020	1,500.00	1,500.00	08/21/2020
Total MMIA:					1,500.00	1,500.00	
<b>MOBILE REPAIR &amp; WELDING, INC</b>							
10	MOBILE REPAIR & WELDING, IN	31436	STAMPS	08/17/2020	378.00	378.00	08/25/2020
Total MOBILE REPAIR & WELDING, INC:					378.00	378.00	
<b>MONTANA AIR CARTAGE</b>							
3808	MONTANA AIR CARTAGE	LVQ63020	Courier CONTRACT	07/01/2020	184.50	184.50	08/25/2020
3808	MONTANA AIR CARTAGE	LVQ73120	Courier CONTRACT	08/01/2020	202.50	202.50	08/25/2020
Total MONTANA AIR CARTAGE:					387.00	387.00	
<b>MONTANA CORRECTIONAL ENTERPRISES</b>							
1180	MONTANA CORRECTIONAL EN	4212508	BOOKCASE	07/22/2020	78.00	78.00	08/21/2020
Total MONTANA CORRECTIONAL ENTERPRISES:					78.00	78.00	
<b>MONTANA LAW ENFORCEMENT ACADEMY</b>							
642	MONTANA LAW ENFORCEMENT	20182	Training - ENGLE	08/03/2020	300.00	300.00	08/21/2020
Total MONTANA LAW ENFORCEMENT ACADEMY:					300.00	300.00	
<b>MONTANA RAIL LINK</b>							
112	MONTANA RAIL LINK	801908 2020.8.	Agreements	08/03/2020	968.00	968.00	08/21/2020
Total MONTANA RAIL LINK:					968.00	968.00	
<b>MONTANA STATE - FIRE SERVICES TRAINING</b>							
2631	MONTANA STATE - FIRE SERVI	34-161	FF1 Certification-TOMSHECK	08/11/2020	95.00	95.00	08/21/2020
Total MONTANA STATE - FIRE SERVICES TRAINING:					95.00	95.00	
<b>MOUNTAIN AIR SPORTS</b>							
34	MOUNTAIN AIR SPORTS	10206	CLOTHING	07/23/2020	644.80	644.80	08/21/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MOUNTAIN AIR SPORTS:					644.80	644.80	
<b>MUNICIPAL CODE CORPORATION</b>							
3058	MUNICIPAL CODE CORPORATI	347060	Subscription	08/18/2020	150.00	150.00	08/25/2020
Total MUNICIPAL CODE CORPORATION:					150.00	150.00	
<b>MUNICIPAL EMERGENCY SERVICES</b>							
2604	MUNICIPAL EMERGENCY SERV	IN1486511	ANNUAL SCBA TESTING	08/11/2020	2,045.35	2,045.35	08/21/2020
Total MUNICIPAL EMERGENCY SERVICES:					2,045.35	2,045.35	
<b>NORTHWEST PIPE FITTINGS, INC</b>							
423	NORTHWEST PIPE FITTINGS, I	5364956	Parts	08/04/2020	719.74	719.74	08/21/2020
423	NORTHWEST PIPE FITTINGS, I	5364960	Parts	08/04/2020	507.42	507.42	08/21/2020
Total NORTHWEST PIPE FITTINGS, INC:					1,227.16	1,227.16	
<b>NORTHWESTERN ENERGY</b>							
151	NORTHWESTERN ENERGY	0709793-4	City Shop Building 50% 406 Benn	01/15/2019	284.58	284.58	08/25/2020
151	NORTHWESTERN ENERGY	0709794-2	WRF 316 Bennett	01/09/2019	193.42	193.42	08/25/2020
151	NORTHWESTERN ENERGY	0709796-7	97 View Vista Drive	01/15/2019	4.04	4.04	08/25/2020
151	NORTHWESTERN ENERGY	0709869-2	Carol Lane	01/15/2019	119.00	119.00	08/25/2020
151	NORTHWESTERN ENERGY	0709870-0	G Street Park - 422 S G	01/15/2019	78.29	78.29	08/25/2020
151	NORTHWESTERN ENERGY	0709871-8	Star Addition - Lights	01/15/2019	301.86	301.86	08/25/2020
151	NORTHWESTERN ENERGY	0709873-4	800 W Cambridge - Pump Station	01/15/2019	34.34	34.34	08/25/2020
151	NORTHWESTERN ENERGY	0709874-2	Werner Addition Pump	01/09/2018	1,618.61	1,618.61	08/25/2020
151	NORTHWESTERN ENERGY	0709875-9	900 River Drive Pump	01/09/2019	873.83	873.83	08/25/2020
151	NORTHWESTERN ENERGY	0709876-7	132 South B Street - B St Well	01/10/2019	2,346.08	2,346.08	08/25/2020
151	NORTHWESTERN ENERGY	0709878-3	227 River Drive - Concessions & li	01/10/2019	86.39	86.39	08/25/2020
151	NORTHWESTERN ENERGY	0709879-1	227 River Drive - Softball Field	01/10/2019	25.53	25.53	08/25/2020
151	NORTHWESTERN ENERGY	0709886-6	200 E Reservoir	01/15/2019	18.31	18.31	08/25/2020
151	NORTHWESTERN ENERGY	0709891-6	Cemetery Road Shop - 15 Fleshm	01/15/2019	15.21	15.21	08/25/2020
151	NORTHWESTERN ENERGY	0709892-4	40 Water Tower Avenue	01/15/2019	52.78	52.78	08/25/2020
151	NORTHWESTERN ENERGY	0709894-0	56 Water Tower	01/08/2019	393.94	393.94	08/25/2020
151	NORTHWESTERN ENERGY	0709914-6	1011 River Dr - Edge Water Sewe	01/09/2019	14.18	14.18	08/25/2020
151	NORTHWESTERN ENERGY	0719058-0	3 Rogers Lane Lift Station	01/09/2019	88.07	88.07	08/25/2020
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	495.94	495.94	08/25/2020
151	NORTHWESTERN ENERGY	0720176-7	Weimer Park	01/15/2019	61.28	61.28	08/25/2020
151	NORTHWESTERN ENERGY	1134866-1	N 2nd & Montana & Chinook	01/15/2019	47.35	47.35	08/25/2020
151	NORTHWESTERN ENERGY	1134879-4	N 7th & Montana & Chinook	01/15/2019	21.76	21.76	08/25/2020
151	NORTHWESTERN ENERGY	1155965-5	229 River Drive	01/15/2019	10.63	10.63	08/25/2020
151	NORTHWESTERN ENERGY	1290352-2	School Flasher Park & 13th	01/15/2019	8.78	8.78	08/25/2020
151	NORTHWESTERN ENERGY	1441030-2	D & Geyser Well House	01/10/2019	2,388.37	2,388.37	08/25/2020
151	NORTHWESTERN ENERGY	1452951-5	Starlow on Monroe	01/09/2019	264.83	264.83	08/25/2020
151	NORTHWESTERN ENERGY	1493850-0	412 W Callender	01/15/2019	55.22	55.22	08/25/2020
151	NORTHWESTERN ENERGY	1498936-2	I90 & 89S-ing	01/15/2019	5.80	5.80	08/25/2020
151	NORTHWESTERN ENERGY	1594141-2	9th & 10th Lift Station	01/09/2019	29.95	29.95	08/25/2020
151	NORTHWESTERN ENERGY	1613803-4	M & N on Callender	01/15/2019	48.06	48.06	08/25/2020
151	NORTHWESTERN ENERGY	1728687-3	Transfer Station 408 Bennett Stre	01/08/2019	559.73	559.73	08/25/2020
151	NORTHWESTERN ENERGY	1747570-8	D & E on Callender	01/15/2019	41.38	41.38	08/25/2020
151	NORTHWESTERN ENERGY	1747572-4	F & G on Callender	01/15/2019	24.38	24.38	08/25/2020
151	NORTHWESTERN ENERGY	1893530-4	600 W Park	01/15/2019	57.31	57.31	08/25/2020
151	NORTHWESTERN ENERGY	1893536-1	E Street & Alley	01/15/2019	31.66	31.66	08/25/2020
151	NORTHWESTERN ENERGY	1893541-1	18 W Park	01/15/2019	77.53	77.53	08/25/2020
151	NORTHWESTERN ENERGY	1906055-7	815 North 13th - Soccer Fields	01/16/2019	2.76	2.76	08/25/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	2020.8.10	101 Star RD	08/10/2020	95.87	95.87	08/25/2020
151	NORTHWESTERN ENERGY	2023479-5	900 W Geyser Street School Light	01/15/2019	6.18	6.18	08/25/2020
151	NORTHWESTERN ENERGY	2023484-5	1100 W Geyser Street School Lig	01/15/2019	6.18	6.18	08/25/2020
151	NORTHWESTERN ENERGY	2114861-4	132 South B Street Lights	01/15/2019	146.21	146.21	08/25/2020
151	NORTHWESTERN ENERGY	2138754-3	G Street Park - Mike Webb Park	01/15/2019	348.83	348.83	08/25/2020
151	NORTHWESTERN ENERGY	2171060-3	Scale House 408 Bennett Street	01/15/2019	38.42	38.42	08/25/2020
151	NORTHWESTERN ENERGY	3015965-1	330 Bennett - Fire Training Center	01/15/2019	60.74	60.74	08/25/2020
151	NORTHWESTERN ENERGY	3093003-6	114 West Summitt	01/15/2019	27.34	27.34	08/25/2020
151	NORTHWESTERN ENERGY	3093023-4	320 North Main	01/15/2019	3.08	3.08	08/25/2020
151	NORTHWESTERN ENERGY	3093027-5	105 West Park	01/15/2019	42.49	42.49	08/25/2020
151	NORTHWESTERN ENERGY	3120133-8	110 South B	02/10/2020	180.29	180.29	08/25/2020
151	NORTHWESTERN ENERGY	3120134-6	112 South B	10/09/2019	91.22	91.22	08/25/2020
151	NORTHWESTERN ENERGY	3141997-1	C & D on Lewis	01/15/2019	30.10	30.10	08/25/2020
151	NORTHWESTERN ENERGY	3184602-5	202 South 2nd	01/15/2019	15.83	15.83	08/25/2020
151	NORTHWESTERN ENERGY	3210240-2	616 River Drive	01/15/2019	5.92	5.92	08/25/2020
151	NORTHWESTERN ENERGY	3258086-2	2800 East Park Lift Station	01/15/2019	83.38	83.38	08/25/2020
151	NORTHWESTERN ENERGY	3258262-9	320 Alpenglow Lift Station	01/08/2019	155.86	155.86	08/25/2020
151	NORTHWESTERN ENERGY	3267010-1	330 Bennett - Compactor	01/08/2019	86.01	86.01	08/25/2020
151	NORTHWESTERN ENERGY	3287727-6	320 Alpenglow LN-	01/15/2019	41.36	41.36	08/25/2020
151	NORTHWESTERN ENERGY	3386783-9	Btwn G and H on Clark	01/15/2019	44.73	44.73	08/25/2020
151	NORTHWESTERN ENERGY	3386845-6	Btwn I and K on Callender	01/15/2019	34.54	34.54	08/25/2020
151	NORTHWESTERN ENERGY	3386846-4	Btwn 7th and 8th on Summit	01/15/2019	23.52	23.52	08/25/2020
151	NORTHWESTERN ENERGY	3506014-4	Brookstone/Elm	02/15/2019	4.51	4.51	08/25/2020
151	NORTHWESTERN ENERGY	3566038-0	114 East Callender	01/15/2019	16.20	16.20	08/25/2020
151	NORTHWESTERN ENERGY	3566039-8	115 East Lewis	01/15/2019	13.05	13.05	08/25/2020
151	NORTHWESTERN ENERGY	3585235-9	New WRF 316 Bennett	01/09/2019	15,834.79	15,834.79	08/25/2020
151	NORTHWESTERN ENERGY	3643752-3	115 East Clark	09/16/2019	20.15	20.15	08/25/2020
151	NORTHWESTERN ENERGY	3643753-1	112 East Clark	09/04/2019	28.79	28.79	08/25/2020
151	NORTHWESTERN ENERGY	3678204-3	502 River Dr. Pmp	10/16/2019	392.88	392.88	08/25/2020
151	NORTHWESTERN ENERGY	3725873-8	340 Bennett	12/12/2019	30.73	30.73	08/25/2020
151	NORTHWESTERN ENERGY	3753023-5	303 Bennett Street Transfer Statio	08/07/2020	56.21	56.21	08/25/2020
151	NORTHWESTERN ENERGY	3787060-7	Green Acres	08/14/2020	74.23	74.23	08/25/2020
151	NORTHWESTERN ENERGY	3787427-8	Green Acres Dist. 2A	08/14/2020	241.38	241.38	08/25/2020
Total NORTHWESTERN ENERGY:					29,062.20	29,062.20	
<b>OPPORTUNITY BANK OF MONTANA</b>							
3519	OPPORTUNITY BANK OF MONT	2020.9	Office Rent	08/19/2020	1,775.00	1,775.00	08/21/2020
Total OPPORTUNITY BANK OF MONTANA:					1,775.00	1,775.00	
<b>O'REILLY AUTOMOTIVE, INC</b>							
2437	O'REILLY AUTOMOTIVE, INC	1558-212970	BULB	08/10/2020	14.32	14.32	08/21/2020
Total O'REILLY AUTOMOTIVE, INC:					14.32	14.32	
<b>PARK COUNTY</b>							
272	PARK COUNTY	1165	PARKING SIGNS- 37%	08/12/2020	8,197.12	8,197.12	08/25/2020
272	PARK COUNTY	19990255	Reimburse for software library	08/05/2020	88.80	88.80	08/25/2020
272	PARK COUNTY	2020.8	4TH QUARTER MRDTF	08/07/2020	17,556.88	17,556.88	08/25/2020
Total PARK COUNTY:					25,842.80	25,842.80	
<b>PARK COUNTY RURAL FIRE DISTRICT</b>							
1292	PARK COUNTY RURAL FIRE DIS	2019.11.6	FIRE SUPPRESSION W/CALIFO	11/06/2019	12,524.00	12,524.00	08/21/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PARK COUNTY RURAL FIRE DISTRICT:					12,524.00	12,524.00	
<b>RECORDED BOOKS,LLC</b>							
391	RECORDED BOOKS,LLC	76678904	2 Audiobooks	07/21/2020	127.60	127.60	08/25/2020
391	RECORDED BOOKS,LLC	76689880	2 Audiobooks	08/12/2020	164.40	164.40	08/25/2020
Total RECORDED BOOKS,LLC:					292.00	292.00	
<b>REPUBLIC SERVICES #670</b>							
10000	REPUBLIC SERVICES #670	0670-0002251	DISPOSAL/RECYCLING	07/31/2020	104,658.42	104,658.42	08/21/2020
Total REPUBLIC SERVICES #670:					104,658.42	104,658.42	
<b>SAFETRAC</b>							
3143	SAFETRAC	30084	CDL Services	08/01/2020	395.60	395.60	08/21/2020
3143	SAFETRAC	30185	CDL Services	07/31/2020	86.15	86.15	08/21/2020
Total SAFETRAC:					481.75	481.75	
<b>SALT LAKE WHOLESALE SPORTS</b>							
2213	SALT LAKE WHOLESALE SPOR	61679	Ammunition	07/31/2020	422.90	422.90	08/21/2020
Total SALT LAKE WHOLESALE SPORTS:					422.90	422.90	
<b>SELECT ADVANTAGE CONSULTING</b>							
3173	SELECT ADVANTAGE CONSULT	10346279	Dispatch Assessment	08/03/2020	50.00	50.00	08/21/2020
Total SELECT ADVANTAGE CONSULTING:					50.00	50.00	
<b>SPAY NEUTER PROJECT</b>							
3169	SPAY NEUTER PROJECT	20-001.V	1/20-6/20 SPAY NEUTER	07/15/2020	1,042.10	1,042.10	08/21/2020
3169	SPAY NEUTER PROJECT	20-002.S	1/20-6/20 SPAY NEUTER	07/15/2020	420.00	420.00	08/21/2020
3169	SPAY NEUTER PROJECT	20-003.C	1/20-6/20 SPAY NEUTER	07/15/2020	520.00	520.00	08/21/2020
Total SPAY NEUTER PROJECT:					1,982.10	1,982.10	
<b>STAFFORD ANIMAL SHELTER</b>							
1439	STAFFORD ANIMAL SHELTER	2020.7	Boarding AND VACC	07/31/2020	1,356.25	1,356.25	08/21/2020
Total STAFFORD ANIMAL SHELTER:					1,356.25	1,356.25	
<b>STATE OF MONTANA</b>							
10002	STATE OF MONTANA	2020.8.27	TITLE	08/27/2020	12.36	12.36	08/27/2020
Total STATE OF MONTANA:					12.36	12.36	
<b>STORY DISTRIBUTING</b>							
3353	STORY DISTRIBUTING	90645	Diesel 500G	07/02/2020	817.50	817.50	08/21/2020
3353	STORY DISTRIBUTING	90737	Diesel 450G	07/10/2020	756.00	756.00	08/21/2020
3353	STORY DISTRIBUTING	90847	Diesel 450G	07/17/2020	760.05	760.05	08/21/2020
Total STORY DISTRIBUTING:					2,333.55	2,333.55	
<b>TEAR IT UP L.L.C.</b>							
2999	TEAR IT UP L.L.C.	45382	Shredding	08/12/2020	72.80	72.80	08/21/2020
2999	TEAR IT UP L.L.C.	45385	Shredding	08/12/2020	42.00	42.00	08/21/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total TEAR IT UP L.L.C.:					114.80	114.80	
<b>THYSSENKRUPP ELEVATOR CORP</b>							
264	THYSSENKRUPP ELEVATOR C	3005406713	Elevator	08/01/2020	975.81	975.81	08/25/2020
Total THYSSENKRUPP ELEVATOR CORP:					975.81	975.81	
<b>TOWN &amp; COUNTRY FOODS - LIVINGSTON</b>							
2595	TOWN & COUNTRY FOODS - LI	2020.8.14	StaION SUPPLIES	08/14/2020	6.84	6.84	08/21/2020
Total TOWN & COUNTRY FOODS - LIVINGSTON:					6.84	6.84	
<b>TY FRANKS</b>							
10002	TY FRANKS	4893	PERMIT REFUND	08/17/2020	153.25	153.25	08/21/2020
Total TY FRANKS:					153.25	153.25	
<b>UPS STORE #2420, THE</b>							
292	UPS STORE #2420, THE	5518	ShipPING	08/11/2020	35.84	35.84	08/21/2020
Total UPS STORE #2420, THE:					35.84	35.84	
<b>US BANK EQUIPMENT FINANCE</b>							
10001	US BANK EQUIPMENT FINANCE	420925232	PRINTER	08/05/2020	256.86	256.86	08/25/2020
Total US BANK EQUIPMENT FINANCE:					256.86	256.86	
<b>VERIZON WIRELESS</b>							
879	VERIZON WIRELESS	9858271156	AUG CELLPHONES	07/08/2020	586.58	586.58	08/25/2020
879	VERIZON WIRELESS	9858271157	AUG CELLPHONES	07/08/2020	1,031.86	1,031.86	08/25/2020
Total VERIZON WIRELESS:					1,618.44	1,618.44	
<b>WESTERN DRUG</b>							
1396	WESTERN DRUG	288942	BGL TESTING	08/17/2020	109.48	109.48	08/21/2020
Total WESTERN DRUG:					109.48	109.48	
<b>WHISTLER TOWING, LLC</b>							
3237	WHISTLER TOWING, LLC	102487	94 CHEVY	08/04/2020	75.00	75.00	08/21/2020
3237	WHISTLER TOWING, LLC	10984	TOW 94 GMC	08/03/2020	75.00	75.00	08/21/2020
3237	WHISTLER TOWING, LLC	11682	TOW 03 TOYOTA	08/03/2020	156.25	156.25	08/21/2020
3237	WHISTLER TOWING, LLC	4393	2019 COLORADO	08/06/2020	6,899.65	6,899.65	08/21/2020
3237	WHISTLER TOWING, LLC	4565	2012 CHEVY	08/05/2020	518.03	518.03	08/21/2020
3237	WHISTLER TOWING, LLC	4574	2007 PETERBULT	08/06/2020	1,424.12	1,424.12	08/21/2020
Total WHISTLER TOWING, LLC:					9,148.05	9,148.05	
Grand Totals:					276,412.80	276,412.80	

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

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

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

\_\_\_\_\_

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\_\_\_\_\_

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\_\_\_\_\_

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

**File Attachments for Item:**

**B. APPROVE REGULAR MEETING MINUTES FROM AUGUST 18, 2020.**

LIVINGSTON CITY COMMISSION MEETING MINUTES

Tuesday, August 18, 2020, 5:30 pm  
Zoom Online Meeting ID: 896 7249 8958

1 Call to Order

2 Roll Call

\* Høglund, Schwarz, Friedman, Mabie, Nootz all present

3 Public Comment (00:02:07)

4 Consent items A-C (00:02:35)

\* Nootz pulled consent item C for discussion, Mabie seconded.  
Friedman motioned to approve A&B, second by Mabie  
All in favor motion passed 5-0  
Carson Bise provided update to commission (00:05:45)  
Friedman motioned to approve C, second by Nootz  
All in favor motion passed 5-0

5 Proclamations

6 Public Hearings

7 Ordinances

8 Resolutions (00:14:09)

A A Resolution giving notice that the City Commission of the City of Livingston Montana, giving notice that the City Commission has completed its preliminary budget in the amount of \$20,737,194 for the fiscal year beginning on July 1, 2020 and ending June 30, 2021 (FY21), that the budget is on file and available for public inspection and on the internet at [www.livingstonmontana.org](http://www.livingstonmontana.org), and callin for a public hearing for approval of the final budget and making appropriations.

- \* Kardoos gave opening statement
- \* Johnathan Hettinger emailed City Commission (00:16:26)
- Friedman motioned, Schwarz seconded
- All in favor, motion passes 5-0.

B Resolution No. 4917: A Resolution of the City Commisison of the City of Livingston, Montana, of it's intent to annex certain land which is contiguous to the City of Livingston and are described as 1607 Mountain View Lane and 97 View Vista Drive. (00:18:47)

- \* Kardoos gave opening statement
- \* Nootz asked questions (00:20:55)
- \* Shannon Holmes made comments (00:25:18)
- \* Friedman made comments (00:32:50)
- \* Friedman motioned, Schwarz seconded
- All in favor, motion passes 5-0.

C Resolution No. 4918: A Resolution of the City Commisison of the City of Livingston, Montana, authorizing the submission of a CDBG Planning Grant application for a preliminary engineering report for a provision of sanitary sewer to Green Acres Subdivision. (00:34:51)

- \* Kardoos gave opening statement
- \* Nootz asked questions (00:36:45)
- \* Holmes made comments (00:41:56)
- \* Friedman motioned to approve, Mabie seconded



All in favor, motion passes 5-0.

**9 Action Items: (00:51:33)**

**A. Schedule final Strategic Plan work session**

\* Strategic Plan meeting scheduled for September 29, 2020

**B. Discuss providing guidance to City Boards & Committees on Growth Policy Hearings.**

**C. Discuss Policing, Public Meetings**

\* Policing Public meeting scheduled for September 17, 2020

\* Questions will be accepted until September 14, 2020

**10 City Manager Comments (02:11:42)**

**11 City Commission Comments**

\* Nootz (02:11:50)

\* Mabie (02:12:24)

\* Friedman (02:12:58)

\* Schwarz (02:14:02)

\* Hogle (02:14:17)

**12 Adjournment 7:48 pm (02:15:55)**

**File Attachments for Item:**

**C. APPROVE SPECIAL MEETING MINUTES FROM 8.20.2020.**

LIVINGSTON CITY COMMISSION SPECIAL MEETING MINUTES

Tuesday, August 20, 2020, 5:00 pm  
Zoom Online Meeting ID: 896 7249 8958

1 Call to Order

2 Roll Call

\* Hogleund, Schwarz, Mabie, Nootz all present, Friedman absent.

3 Public Comment: (Moved to end of meeting)

4 Action Item:

A Discuss anticipated CARES Act Revenue

- \* Kardoes gave opening statement
- \* Paige Fetterhoff provided information about allowed reimbursable expenses (00:07:47)
- \* Hogleund made comment (00:12:34)
- \* Patricia Grabow made comment (00:16:33)
- \* Johnathan Hettinger made comment (00:18:40)
- \* Nootz asked question (00:20:55)
- \* Mabie asked question (00:24:50)
- \* Schwarz made comment ((00:26:31)

B Discuss City Commissioners list of priorities (00:28:20)

- \* Kardoes gave opening statement
- \* Nootz made comment (00:32:44)
- \* Mabie made comment (00:33:41)
- \* Schwarz made comment (00:35:08)
- \* Hogleund asked questions (00:38:01)
- \* Paige Fetterhoff answered questions (00:39:18)
- Kardoes gave recommendation of spending \$50k to Parks and Trails, \$50k to emergency clean air shelters fieldhouse, civic center \$37k to LPD for body cams. \$40k to be divided. Commission discussed and concurred.
- \* Jeanne Marie Souvigny made comment (01:13:13)
- \* Patricia Grabow made comment (01:16:20)
- \* Johnathan Hettinger made public comment (01:20:00)
- Discussion amongst Commission about list of recommendations.
- Nootz motioned to accept Kardoes recommendation as stated
- Mabie seconded, all in favor
- Motion passes 5-0.

10 City Manager Comments (01:57:26)

City Commission meeting agenda's for next two months, please provide feed back if commission wants items moved around.

11 City Commission Comments

- \* Nootz (01:57:54)
- \* Mabie (01:58:02)
- \* Friedman (01:58:02)
- \* Schwarz (01:58:22)
- \* Hogleund (01:58:32)

12 Adjournment 7:09 (01:59:00)

**File Attachments for Item:**

**RESOLUTION NO. 4919: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, APPROVING AND ADOPTING THE FINAL BUDGET IN THE AMOUNT OF \$20,737,194 FOR THE FISCAL YEAR BEGINNING ON JULY 1, 2020, AND ENDING JUNE 30, 2021, (FY21), AND MAKING APPROPRIATIONS AND ESTABLISHING SPENDING LIMITS AND AUTHORIZING TRANSFER OF APPROPRIATIONS WITHIN THE SAME FUND.**

**RESOLUTION NO. 4919**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, APPROVING AND ADOPTING THE FINAL BUDGET IN THE AMOUNT OF \$20,737,194 FOR THE FISCAL YEAR BEGINNING ON JULY 1, 2020, AND ENDING JUNE 30, 2021, (FY21), AND MAKING APPROPRIATIONS AND ESTABLISHING SPENDING LIMITS AND AUTHORIZING TRANSFER OF APPROPRIATIONS WITHIN THE SAME FUND.**

**WHEREAS**, the City Manager has presented the City Manager’s Preliminary Budget recommendation for Fiscal Year 2020-2021 in the amount of \$20,737,194 to the City Commission as required by 7-6-4020 Montana Code Annotated (MCA); and

**WHEREAS**, the City Commission has considered the proposed Preliminary Budget for Fiscal Year 2020-2021, and made revisions, reductions, additions and changes thereto as deemed appropriate, and has established spending limits at the level of appropriation detailed in Exhibit A and incorporated into this Resolution by this reference as though fully set forth herein; and

**WHEREAS**, a copy of the completed Preliminary Budget for Fiscal Year 2020-2021 has been placed for public inspection in the office of the Finance Officer located at 110 South B Street, Livingston, Montana, and on the City of Livingston’s web page at [www.livingstonmontana.org](http://www.livingstonmontana.org); and

**WHEREAS**, pursuant to 7-6-4001 et seq. MCA, and following legal notice as required by 7-6-4021, MCA, on September 1<sup>st</sup>,2020, the City Commission conducted a public hearing on the proposed budget at which time any taxpayer or resident of the City was given the opportunity to be heard for or against any part of the proposed preliminary budget for FY2020-2021; and

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

That the Final Budget for FY 2020-2021 in the amount of \$20,737,194 and the legal spending limits at the level of appropriations detailed in Exhibit A, which is attached hereto and incorporated herein by reference are hereby established pursuant to 7-6-4030, MCA.

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

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 1<sup>st</sup> day of September, 2020.

\_\_\_\_\_  
**DOREL HOGLUND**  
Chairperson

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**EXHIBIT A to Resolution No. 4919**

<b>CHANGES IN FUND BALANCE/WORKING CAPITAL</b>					
<b>Fund #</b>	<b>Fund Name</b>	<b>Projected Beginning Fund Balance June 30, 2020</b>	<b>Budgeted Revenues</b>	<b>Budgeted Expenditures</b>	<b>Projected Ending Fund Balance June 30, 2021</b>
<b>GENERAL FUND</b>					
1000	General Fund	1,823,781	6,384,249	6,397,369	1,810,661
<b>SPECIAL REVENUE FUNDS</b>					
2190	Comprehensive Liability	18,380	-	-	18,380
2220	Library	287,931	714,817	667,031	335,717
2300	Communications/Dispatch Services	97,463	989,149	986,968	99,644
2310	Tax Increment District - Downtown	343,916	432,812	468,725	308,003
2372	Permissive Health Levy	1	535,158	534,358	801
2397	CDBG Economic Dev Revolving	616,580	31,010	647,590	-
2399	Impact Fees - Fire	7,676	9,660	11,000	6,336
	Impact Fees - Transportation	270,899	56,494	259,453	67,940
	Impact Fees - Police	19,134	21,599	33,000	7,733
	Impact Fees - Parks	19,638	11,890	27,000	4,528
	Unassigned	-	1,000	-	1,000
2400	Light Maintenance	84,602	150,150	198,800	35,952
2500	Street Maintenance	333,081	1,091,226	1,055,266	369,041
2600	Sidewalks	(127,845)	53,980	73,300	(147,165)
2650	Business Improvement District	1	42,700	42,700	1
2700	Park Improvement SRF	70,532	-	-	70,532
2750	Law Enforcement Joint Equipment	6,516	30	6,546	-
2820	Gas Tax	107,091	496,797	497,300	106,588
	<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>2,155,596</b>	<b>4,638,472</b>	<b>5,509,037</b>	<b>1,285,031</b>
<b>DEBT SERVICE FUNDS</b>					
3002	2016 Fire Truck GOB	18,787	55,876	55,644	19,019
3003	2000 Fire Truck GOB	4,796	-	-	4,796
3200	West End Tax Increment District	330,346	139,689	299,169	170,866
3400	SID Revolving	24,247	120	-	24,367
3550	SID 179 - West End	23,467	34,633	32,381	25,719
3955	SID 180 - Carol Lane	(5,230)	3,513	-	(1,717)
	<b>TOTAL DEBT SERVICE FUNDS</b>	<b>396,413</b>	<b>233,831</b>	<b>387,194</b>	<b>243,050</b>
<b>CAPITAL PROJECT FUNDS</b>					
4010	Capital Improvement	8,475	40	8,515	-
4020	Library Capital Improvement	25,097	-	-	25,097
4099	Railroad Crossing Levy	26,085	4,876	30,961	-
	<b>TOTAL CAPITAL PROJECT FUNDS</b>	<b>59,657</b>	<b>4,916</b>	<b>39,476</b>	<b>25,097</b>
<b>ENTERPRISE FUNDS</b>					
5210	Water	938,960	1,606,854	1,436,731	1,109,083
5310	Sewer	1,196,180	2,584,491	2,686,103	1,094,568
5410	Solid Waste	71,663	2,338,884	2,249,671	160,876
5510	Ambulance Services	731,654	2,166,428	2,030,113	867,969
	<b>TOTAL ENTERPRISE FUNDS</b>	<b>2,938,457</b>	<b>8,696,657</b>	<b>8,402,618</b>	<b>3,232,496</b>
<b>PERMANENT FUNDS</b>					
8010	Perpetual Cemetery	245,403	4,000	1,500	247,903
	<b>TOTAL ALL FUNDS</b>	<b>7,619,307</b>	<b>19,962,125</b>	<b>20,737,194</b>	<b>6,844,238</b>

**Resolution No. 4919 Approving the Final Budget for FY 2020-2021**

**File Attachments for Item:**

**ORDINANCE NO. 2088: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 14-92 AS ENACTED BY ORDINANCE NO. 1908 REGULATING THE USER CHARGE BASIS FOR THE LIVINGSTON SEWER SYSTEM.**

**ORDINANCE NO. 2088**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 14-92 AS ENACTED BY ORDINANCE NO. 1908 REGULATING THE USER CHARGE BASIS FOR THE LIVINGSTON SEWER SYSTEM.**

\* \* \* \* \*

**Preamble.**

The purpose of this Ordinance is to provide for the health, safety and general welfare of the public by amending the regulation of the City sewer system by adjusting the manner in which the base rate for sewer is calculated to provide for more consistency between billing of the base rate and actual use.

\*\*\*\*\*

**WHEREAS**, the City of Livingston has enacted Ordinance No. 1908 which did amend Division XI, but did not amend Section 14-92 which allows the base rate for sewer to be calculated on the January, February, March, average water use;

**WHEREAS**, the January to March average is not reflective of average use and may create a zero average for seasonal use residents; and

**WHEREAS**, an average which is actually reflective of use in necessary and important for the accurate management of resources at the City’s Water Reclamation facility and for more accurate billing of sewer use.

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

**SECTION 1**

That Article IV. 0- Sewers, Division XI. – Charges, Section 14-92. Industrial user rate adjustment, be amended as follows with deletions struck through and additions redlined as follows:



## Division XI. - Charges

### Sec. 14-90. - Purpose.

The purpose of the ordinance codified in this Chapter shall be to generate sufficient revenue to pay all costs for the operation and maintenance of the complete wastewater system and for repayment of sewer revenue bonds. The costs shall be distributed to all users of the wastewater system in proportion to each user's contribution to the total loading of the treatment works. Factors such as five (5) day biochemical oxygen demand (BOD), total suspended solids (TSS), grease, oil, volume, and delivery flow rate characteristics shall be considered and included as the basis for the user's contribution to ensure a proportional distribution of operation and maintenance costs to each user (or user class).

(Ord. 1908 § 2 (part), 5/6/02)

### Sec. 14-91. - Determining the total annual cost of operation, maintenance, and amortizing of revenue bonds.

The City of Livingston, or its Public Works Director, shall determine the total annual costs of operation and maintenance of the wastewater system which are necessary to maintain the capacity and performance during the service life of the treatment works, for which such works were designed and constructed. The total annual costs of operation and maintenance shall include, but need not be limited to: labor, repairs, equipment replacement, maintenance, necessary modifications, power, sampling, laboratory tests, and a reasonable contingency fund. The amount of bond retirement shall be consistent with the bond ordinance including coverage required by the bond.

(Ord. 1908 § 2 (part), 5/6/02)

### Sec. 14-92. - User charge basis.

~~The City of Livingston or its Public Works Director shall determine the average daily sewer contribution for each residential user by using the water meter readings for the months of January, February, and March as a basis for this average. Another equitable basis shall be used by the Public Works Director where the above is not representative for a particular user. Commercial or Industrial users' flow will be determined by monthly water meter readings, by actual waste flow measurements or by a reasonable estimate of use set by the Public Works Director.~~

(Ord. 1908 § 2 (part), 5/6/02)

Residential users will be billed for daily sewer contribution for each residential user by using the following methods of calculation:

Winter Billing: For the October through March billing periods, each residential user will be billed using the water meter reading for each billing period.

Residential Average Use equals, the greater of:

- A. The total gallons of water used during the Winter Billing period divided by the total number of days in those billing periods. or
- B. 100 gallons per day.

Summer Billing: For the April through September billing periods, each residential user will be billed the lesser of:

Ordinance No. 2088: amending section 14-92 of Ord. No. 1908 regulating the discharge of matter and solids in to the public sewer and providing a surcharge for users who exceed the discharge limits.

- A. Residential Average Use, or
- B. The water meeting reading for that billing period.

Commercial or Industrial users' flow will be determined by monthly water meter readings, by actual waste flow measurements or by a reasonable estimate of use set by the Public Works Director.

(Ord. 2088 § 1, 9/1/20)

**Sec. 14-93. - Industrial user rate adjustment.**

The base rate waste strength shall be two hundred (200) mg/l BOD, two hundred fifty (250) mg/l TSS and thirty (30) mg/l for grease or oil.

The City of Livingston or its Public Works Director will adjust the base rate for all industrial class users discharging wastes with BOD, TSS, grease or oil strengths which are more than fifteen (15) percent above the base waste strength in any of the categories of BOD, TSS, or grease or oil based upon a thirty (30)-day average. An adjustment factor may also be applied to users whose peak hourly discharge of flow, BOD, TSS, grease or oil exceeds the twenty-four (24) hour average daily discharge by more than five (5) to one (1).

(Ord. 1908 § 2 (part), 5/6/02)

**Sec. 14-94. - Payment of the user's wastewater service charge and penalties.**

The charges for sewage services will be billed monthly and are due within ten (10) days of billing. If the bill is not paid within ten (10) days of the date of billing and after written notice to the customer, or if the customer fails to comply with all rules and regulations established for the system within thirty (30) days after notice of violation thereof, the service to the premises involved may be discontinued. Service shall not be resumed until payment of all past due bills for sewage service and compliance with all such rules and regulations.

The City shall take appropriate legal action to collect the unpaid charges, including, to the extent now or hereafter authorized by law, making the charge a lien against the real property serviced by the sewage connection for which the charge remains unpaid and causing charges with respect to such properties to be collected in the same manner as taxes levied against property within the City.

(Ord. 1510, 1/17/83; Ord. 1908 § 2 (part), 5/6/02)

**Sec. 14-95. - Review of each user's wastewater service charge.**

The City shall review the total annual cost of operation and maintenance as well as each user's wastewater contribution percentage on an annual basis and will review the system as needed to assure equity of the service charge system established herein and to assure that sufficient funds are obtained to adequately operate and maintain the wastewater treatment works. If a significant user, such as an industry, has completed in-plant modifications which change that user's wastewater contribution percentage, the user can present such factual information and the City shall then determine if the user's wastewater contribution is to be changed. The City shall notify the user of its findings within a reasonable period of time. An appeal of any decision that affects a user's rates or fees may be made to the City Commission.

The rates for sewage services shall be set by resolution after notice and hearing required by State law. Ordinance No. 2088: amending section 14-92 of Ord. No. 1908 regulating the discharge of matter and solids in to the public sewer and providing a surcharge for users who exceed the discharge limits.

(Ord. 1681, 11/7/90; Ord. 1908 § 2 (part), 5/6/02)

Sec. 14-96. - Non-residential monitoring.

A. Access. If not available on City property, each nonresidential user shall provide a point of access to its wastewater flow stream suitable for metering and sampling. Users shall allow access by City personnel for the purpose of sampling and monitoring the waste flow.

B. Self-monitoring and reporting. Industrial users shall be responsible for not less than two (2) twenty-four (24) hour composite samples and two (2) twenty-four (24) hour flow measurements in a one (1) year period. Flows and sampling are to be conducted during typical operations. Additional monitoring will be conducted if City monitoring results are significantly different than the self-monitoring results.

Industrial users shall provide semi-annual reports to the City containing self-monitoring results for those pollutants so designated by the City and results of daily average and peak flows.

C. Accidental discharge. Nonresidential users shall immediately notify the City of any accidental discharge and follow such notification with a report on the nature of the discharge and the precautions taken to prevent further occurrences.

City may require nonresidential users to provide an emergency facility to prevent accidental discharges to the sewage collection system.

D. Wastewater monitoring fees. The City may set reasonable charges to be set by the Public Works Director for all nonresidential monitoring and testing. Such charge shall include all City labor and material costs, both direct and indirect, the cost of any chemical analysis, and any other expenses received by the City in relation to monitoring.

(Ord. 1500, 5/17/82; Ord. 1908 § 2 (part), 5/6/02)

**Sec. 14-97. - Surcharge for nonresidential users.**

Nonresidential users shall pay a surcharge for the discharge of wastewater which exceeds the established limitations for oil or grease, BOD and TSS based on a thirty (30)-day monthly average as follows:

Effective May 1, 2003:

A. Two (2) times the sewer rate for that portion of the discharge which exceeds the following limits, as follows:

- 1. Oil and grease exceeds thirty (30) mg/l but is less than fifty (50) mg/l;
- 2. BOD exceeds two hundred (200) mg/l but is less than two hundred fifty (250) mg/l; or
- 3. TSS exceeds two hundred (200) mg/l but is less than two hundred fifty (250) mg/l.

B. Four (4) times the sewer rate for that portion of the discharge which exceeds the following limits, as follows:

- 1. Oil and grease exceeds fifty (50) mg/l but is less than seventy-five (75) mg/l;

Ordinance No. 2088: amending section 14-92 of Ord. No. 1908 regulating the discharge of matter and solids in to the public sewer and providing a surcharge for users who exceed the discharge limits.

2. BOD exceeds two hundred fifty (250) mg/l but is less than three hundred fifty (350) mg/l; or

3. TSS exceeds two hundred fifty (250) mg/l but is less than three hundred fifty (350) mg/l.

C. Eight (8) times the sewer rate for that portion of the discharge which exceeds the following limits, as follows:

1. Oil and grease exceeds seventy-five (75) mg/l but is less than one hundred (100) mg/l;

2. BOD exceeds three hundred fifty (350) mg/l but is less than four hundred (400) mg/l;

or

3. TSS exceeds three hundred fifty (350) mg/l but is less than four hundred (400) mg/l.

D. Twelve (12) times the sewer rate for that portion of the discharge which exceeds the following limits, as follows:

1. Oil and grease exceeds one hundred (100) mg/l;

2. BOD exceeds four hundred (400) mg/l; or

3. TSS exceeds four hundred (400) mg/l.

Effective May 1, 2004:

A. Two (2) times the sewer rate for that portion of the discharge which exceeds the following limits, as follows:

1. Oil and grease exceeds thirty (30) mg/l but is less than fifty (50) mg/l;

2. BOD exceeds two hundred (200) mg/l but is less than two hundred fifty (250) mg/l; or

3. TSS exceeds two hundred (200) mg/l but is less than two hundred fifty (250) mg/l.

B. Five (5) times the sewer rate for that portion of the discharge which exceeds the following limits, as follows:

1. Oil and grease exceeds fifty (50) mg/l but is less than seventy-five (75) mg/l;

2. BOD exceeds two hundred fifty (250) mg/l but is less than three hundred fifty (350) mg/l; or

3. TSS exceeds two hundred fifty (250) mg/l but is less than three hundred fifty (350) mg/l.

C. Ten (10) times the sewer rate for that portion of the discharge which exceeds the following limits, as follows:

1. Oil and grease exceeds seventy-five (75) mg/l but is less than one hundred (100) mg/l;

2. BOD exceeds three hundred fifty (350) mg/l but is less than four hundred (400) mg/l;

or

Ordinance No. 2088: amending section 14-92 of Ord. No. 1908 regulating the discharge of matter and solids in to the public sewer and providing a surcharge for users who exceed the discharge limits.

3. TSS exceeds three hundred fifty (350) mg/l but is less than four hundred (400) mg/l.

D. Fifteen (15) times the sewer rate for that portion of the discharge which exceeds the following limits, as follows:

- 1. Oil and grease exceeds one hundred (100) mg/l;
- 2. BOD exceeds four hundred (400) mg/l; or
- 3. TSS exceeds four hundred (400) mg/l.

The surcharge shall be based upon the sewer rate in effect at the time of the discharge.

(Ord. 1908 § 2 (part), 5/6/02)

**Sec. 14-98. - Notification.**

Each user will be notified, at least annually, and sixty (60) days in advance of any increase of greater than three (3) percent of the rate and that portion of the user charges which are attributable to wastewater treatment services.

(Ord. 1420, 11/6/78; Ord. 4/16/79: Ord. 1908 § 2 (part), 5/6/02)

**PASSED** at a first reading by the Livingston City Commission, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**ATTEST:**

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

**PASSED ADOPTED AND FINALLY APPROVED, during a second reading by the Livingston City Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

\_\_\_\_\_  
**DOREL HOGLUND- Chair**

**ATTEST:**

**APPROVED TO AS FORM:**

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**FAITH KINNICK**  
Recording Secretary

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**COURTNEY JO LAWELLIN**  
City Attorney

**File Attachments for Item:**

**RESOLUTION NO. 4920: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, FIXING THE TAX LEVY FOR FISCAL YEAR 2020-2021 AND GIVING NOTICE OF A PUBLIC HEARING THEREON.**

**RESOLUTION NO. 4920**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, FIXING THE TAX LEVY FOR FISCAL YEAR 2020-2021 AND GIVING NOTICE OF A PUBLIC HEARING THEREON.**



**WHEREAS**, pursuant to 7-6-4001 et seq. Montana Code Annotated (MCA), and by Resolution No.4919 the City Commission approved the Final Budget for the City of Livingston for Fiscal Year 2020-2021; and

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

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

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

**WHEREAS**, the adjusted value of the mill for Fiscal Year 2020-2021 is \$14,635.32; and

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

**Section One.** That the City Commission of the City of Livingston, Montana fix, levy and assess the general all-purpose mill levy and authorized additional mill levies against all taxable property, both real and personal in the City of Livingston, Montana, for the Fiscal Year beginning July 1, 2020, and ending on June 30, 2021, as follows:



<b>Fund</b>	<b>Title</b>	<b>Mill</b>
<b>Mill levies subject to limit (15-10-420, MCA):</b>		
1000	General	163.10
2220	Library	7.00
	<b>Total mills subject to limit:</b>	<u>170.10</u>
 <b>Mill levies not subject to mill levy limit (2-18-703(3), MCA):</b>		
2372	Permissive Health Insurance	35.88
	<b>Total mills not subject to limit:</b>	<u>35.88</u>
 <b>Voter approved mill levies:</b>		
3002	2016 Fire Truck GOB	3.50
5510	Ambulance	2.00
	<b>Total voter approved mills:</b>	<u>5.50</u>
	 <b>Total mills:</b>	 <u><u>211.48</u></u>

**Section Two.** That the effective date of this Resolution will be July 1, 2020.

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

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

**Section Five.** That the City Commission hereby authorizes the City Manager pursuant to 7-6-4031 Montana Code Annotated to transfer appropriations between items within the same fund.

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

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

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

**Resolution No. 4920**

**Resolution of Intent to Levy and Assess the Tax Levy for FY 2020-2021**

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

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 1<sup>st</sup> day of September, 2020.

\_\_\_\_\_  
**DOREL HOGLUND – Chairperson**

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**File Attachments for Item:**

**B. RESOLUTION NO. 4921: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH DR. RAYMOND RIGHT, OF LIVINGSTON HEALTH CARE TO PROVIDE EMS PROTOCOLS AND PROCEDURE SERVICES AS THE MEDICAL DIRECTOR TO LIVINGSTON FIRE AND RESCUE (LFR).**

**RESOLUTION NO. 4921**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH DR. RAYMOND WRIGHT, MD., OF LIVINGSTON HEALTHCARE TO PROVIDE OVERSIGHT TO EMS PROTOCOLS AND PROCEEDURE SERVICES AS THE MEDICAL DIRECTOR TO LIVINGSTON FIRE AND RESCUE (LFR).**

\*\*\*\*\*

**WHEREAS**, the City of Livingston desires to engage the consultant through Dr. Raymond Wright, MD. of Livingston Health Care, herein referred to as the “consultant”, to provide a qualified medical provider services as the Medical Director to LFR, as outlined in the terms and conditions set forth in the agreement attached hereto and incorporated herein as “Exhibit A”; and

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

**WHEREAS**, the consultant is engaged in a business independent of the City, has the manpower, knowledge, education, training, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the services the City requires, is ready, willing and able to undertake and perform the services outlined in the terms and conditions of the agreement; and

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

In consideration of the terms and conditions contained within the agreement, the City Manager is authorized to sign the General Services Agreement with Dr. Raymond Wright of Livingston Health Care.

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_**

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

**ATTEST:**

**APPROVED TO AS FORM:**

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

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**COURTNEY JO LAWELLIN**

**GENERAL SERVICES AGREEMENT**

THIS GENERAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 414 East Callender Street, Livingston, Montana 59047 (hereinafter referred to as the "City"), and Livingston HealthCare, a Montana not-for-profit organization with its principal business located at 320 Alpenglw Lane, Livingston, Montana 59047, (hereinafter referred to as the "Consultant"; and together with the City, the "Parties").

**RECITALS:**

- A. The City desires to engage the Consultant, through Dr. Raymond Wright MD, to provide services as the Medical Director to the Livingston Fire and Rescue Service (the "LFR") and the Consultant desires to provide a qualified medical provider as the Medical Director to LFR, all upon the terms and conditions set forth and defined in this Agreement.
- B. Examples of the services to be provided include, but are not limited to, medical oversight of all practitioners, protocol development and review, quality assurance and quality control, specialized instruction and training as necessary, and other services by mutual agreement.
- C. The Consultant is engaged in a business independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the services the City requires and is ready, willing and able to undertake and perform the services under the terms and conditions contained in this Agreement.

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

1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
  
2. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Consultant agrees that all hiring will be on the basis of merit and qualifications and that the Consultant will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
  
3. NATURE OF RELATIONSHIP.
  - a. The Consultant states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Consultant shall perform and carry out the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Consultant has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Consultant shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor. Because Consultant is an independent contractor, Consultant is not entitled to any workers compensation or any benefit of employment with the City.
  
  - b. The Consultant agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Consultant in performance of this Agreement.
  
  - c. The Consultant, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned entities and persons have the authority to legally bind or otherwise obligate the City to any third person or entity.

- d. Each Party acknowledges that it is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended from time to time, including 45 C.F.R. Parts 160 and 164 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act and implementing regulations, as amended from time to time (“HITECH”). In performing their respective obligations under this Agreement, each Party shall comply with HIPAA and HITECH and shall only use and disclose “protected health information” (as such term is defined in HIPAA) in a manner permitted by HIPAA and HITECH, and subsequent amendments and applicable orders. The Parties further agree to comply with any state or local privacy laws with respect to any personal information that is used or disclosed in connection with performing services under this Agreement, to the extent such laws are applicable to the Parties.

4. COMPENSATION.

- a. For the satisfactory completion of the Services, and any portion thereof, the City will pay the Consultant Five Hundred Dollars (\$500.00) per month.
- b. In connection with obtaining payment under this Agreement, Consultant agrees to familiarize itself with, and agrees to be bound by, the City’s accounts payable claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Consultant assumes responsibility for the late filing of an accounts payable claim.
- c. In the event the Consultant seeks payment or compensation for work, materials or services not included in this Agreement, the Consultant must seek prior written authorization from the City before such expenditure is incurred. If the Consultant fails to obtain prior written authorization, the Consultant shall not be entitled to payment for the unauthorized work, materials or services.

5. CONSULTANT'S RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES.

The Consultant represents and warrants as follows:

- a. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services.



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

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

7. TERMINATION OF THIS AGREEMENT.

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

work/services performed prior to termination, together with reasonable expenses incurred up to the date of termination.

- c. Consultant may terminate this Agreement upon not less than thirty (30) days prior written notice to City.

8. INDEMNIFICATION AND HOLD HARMLESS.

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

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

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

- 11. SURVIVAL. All express representations, indemnifications, or limitations of liability made in or given in this Agreement shall survive completion of the Services or the termination of this Agreement for any reason.
- 12. FORCE MAJEURE. The Parties shall not hold each other responsible for damages or delay in the performance of this Agreement caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other’s employees and agents.
- 13. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required, and addressed as follows:

City: City of Livingston  
 Attn: Mike Kardoes  
 414 East Callender Street  
 Livingston, Montana 59047

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

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

- 14. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
- 15. CHANGES IN LAW; LEGAL EVENT; CONSEQUENCES AND REFORMATION. Compensation to Consultant shall not violate or reasonably be deemed to violate or jeopardize: (i) Consultant’s status under § 501(c)(3) or § 509(a) of the Internal Revenue Code; (ii) the Medicare and Medicaid fraud and abuse/anti-kickback statutes or

regulations; (iii) the federal physician self-referral (“Stark”) statute or regulations; or (iv) any state law addressing Consultant and City compensation or referral relationships. If either party reasonably determines at any time that the compensation hereunder will not meet those requirements, then the parties shall negotiate in good faith to reform the compensation payable hereunder to comply with the applicable laws and regulations. If, after thirty (30) days of good faith negotiations, the parties are not able to agree upon an adjusted amount, either party may terminate this Agreement by giving the other party thirty (30) days’ prior written notice. If the parties agree to such compensation adjustment, the parties shall either amend this Agreement or terminate this Agreement and enter into a new agreement, as allowed by applicable law, with such amendment or new agreement to reflect the necessary adjustments to compensation and other terms and conditions as agreed upon by the parties. The adjustments contemplated by this Section are solely for the purpose of complying with the above listed laws and regulations and are not otherwise intended to affect the compensation provisions herein.

Notwithstanding any other provision of this Agreement, if the Internal Revenue Service or any agency, including but not limited to the governmental agencies that administer the Medicare, Medicaid, or other federal programs (or their representatives or agents), or any other federal, state, or local governmental or non-governmental agency, or any court or administrative tribunal passes, issues, or promulgates any law, rule, regulation, standard, interpretation, order, decision, or judgment, including but not limited to those relating to any regulations pursuant to the U.S. Tax Code, State or federal anti-kickback or self-referral statutes (collectively or individually, “Legal Event”), which, in the good faith judgment of one party (the “Noticing Party”), materially and adversely affects Consultant’s tax-exempt status, or either party’ licensure, accreditation, certification, or ability to refer, to accept any referral, to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any federal, State or local governmental or non-governmental payor, or which subjects the Noticing Party to a risk of excise tax, prosecution or civil monetary penalty, or which, in the good faith judgment of the Noticing Party, indicates a rule or regulation with which the Noticing Party desires further compliance, then the Noticing Party may give the other party notice of intent to amend or terminate this Agreement in accordance with this Agreement.

- 16. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
- 17. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties.
- 18. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a

part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.

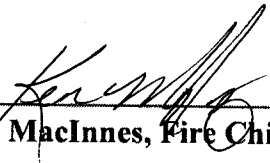
19. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
  
20. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of a third party, including contractors, subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the Consultant or the City from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.
  
21. VENUE. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue under this Agreement.
  
22. GOVERNING LAW. This Agreement shall be governed by the law of the State of Montana without respect to its conflicts of law principles.
  
23. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the state of Montana, without regard to its conflicts of law principles.
  
24. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used -- If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the

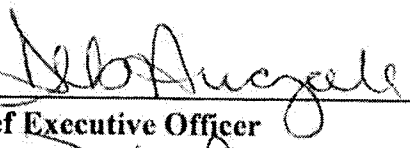
period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

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

**CITY OF LIVINGSTON**

**CONSULTANT  
Livingston HealthCare**

By:   
Ken MacInnes, Fire Chief

By:   
Chief Executive Officer  
Deb Anzeale  
8/11/2020

By: \_\_\_\_\_  
Mike Kardoes, City Manager



**File Attachments for Item:**

**C. RESOLUTION NO. 4922: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LANDS WHICH ARE CONTIGUOUS TO THE CITY OF LIVINGSTON AND ARE DESCRIBED AS 1607 MOUNTAIN VIEW LANE, AND 97 VIEW VISTA DRIVE.**



**RESOLUTION NO. 4922**

**A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LANDS WHICH ARE CONTIGUOUS TO THE CITY OF LIVINGSTON AND ARE DESCRIBED AS 1607 MOUNTAIN VIEW LANE, AND 97 VIEW VISTA DRIVE.**

**WHEREAS**, Section 7-2-4301, Montana Code Annotated, authorizes annexation of contiguous land; and

**WHEREAS**, on August 18, 2020, the City Commission passed adopted the intent to annex the afore mentioned properties by Resolution No. 4917; and

**WHEREAS**, the City Commission of the City of Livingston, Montana, has determined that it is in the best interest of the City and the inhabitants of the properties identified in the City’s Annexation Policy that the boundaries of the City of Livingston be extended to include the City’s property near Mayor’s landing (Mayor’s Landing, the roping arena, and the driving range), and 1607 Mountain View Lane, within the corporate limits of the City; and

**WHEREAS**, the provision of services can be accomplished with no additional capital expenditure on the part of the City.

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

The City Commission now annexes the land contiguous to the boundaries of the City of Livingston, known as the 97 View Vista Drive and 1607 Mountain View Lane and more particularly described as:

**97 View Vista Drive:**

That portion of the Northwest ¼ of Section 18, Township 02 South, Range 10 East, Less Certificate of Survey No. 1245 and less pieces sold, on file with the Park County Clerk and Recorder.

**1607 Mountain View Lane:**

Certificate of Survey No. 2625 Parcel Tract 5, consisting of .28742 acres more or less in Section 23 of Township 2 South, Range 9 East, on file with the Park County Clerk and Recorder.

**PASSED** at a first reading by the Livingston City Commission, on August 18, 2020.

**ATTEST:**

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

**PASSED ADOPTED AND FINALLY APPROVED, during a second reading by the  
Livingston City Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

\_\_\_\_\_  
**DOREL HOGLUND- Chair**

**ATTEST:**

**APPROVED TO AS FORM:**

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

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