



Livingston City Commission Agenda

May 15, 2018

6:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Public Comments

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).

6. Consent Items

A. CONSENT - Approve minutes from regular 5.1.18 commission meeting Page 3

B. CONSENT - Approve Bills and Claims Page 7

C. CONSENT - Approve City Court Financial Reports for January, February, & March 2018 Page 17

D. CONSENT - Approve Bank Pledged Securities for March 2018 Page 21

E. CONSENT - Approve Application of Rachel Jones for Parks and Trails Committee Page 25

F. CONSENT - Approve special parking space for disabled person - Martin Erhardt Page 28

7. Proclamations

C. PROCLAMATION - Public Works Week - "The Power of Public Works" Page 32

8. Scheduled Public Comment

9. Public Hearings

10. Ordinances

11. Resolutions

D. RESOLUTION NO. 4791 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, IN SUPPORT OF RECOMMENDING AND ENCOURAGING CONGRESS TO CREATE A RELIABLE, PREDICATABLE STREAM OF RESOURCES TO ADDRESS DEFERRED MAINTENANCE NEEDS IN AMERICA'S NATIONAL PARK SYSTEM. Page 34

12. Action Items

E. DISCUSS/APPROVE/DENY - Julia Barton's request for vacation of alley property Page 49

B. DISCUSS/ APPROVE/DENY - Authorize City Manager to sign the Host site application for the National Center for Appropriate Technology's energy Corp AmeriCorps Program (NCAT)

13. City Manager Comment
14. City Commission Comments
15. Adjournment

Calendar of Events

May 15, 2018 - 5:30 -6:30 p.m. - City Commission evaluation of City Manager

May 15, 2018 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex

May 16, 2018 - 4:00 p.m. - Livingston Park County Library regular meeting, Library meeting room, 228 West Callendar

May 16, 2018 - 5:30 p.m. - Planning Board regular meeting, West Room, City/County Complex

May 16, 2018 - 5:30 p.m. - City Commission strategic planning meeting, Community Room, City/County Complex

May 19, 2018 - National Armed Forces Day

May 23, 2018 - Parks and Trails regular meeting, Community Room, City/County Complex

May 28, 2018 - Memorial Day, City Offices Closed

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.

Backup material for agenda item:

- A. CONSENT - Approve minutes from regular 5.1.18 commission meeting**

**LIVINGSTON CITY COMMISSION
MINUTES**

May 1, 2018

6:30 p.m.

City- County Complex, Community Room

1. Call to Order

2. Roll Call

- Hogleund, Schwarz, Friedman, Sandberg and Mabie were present.

3. Moment of Silence

4. Pledge of allegiance

5. Scheduled Public Comment

- Jay Kiefer made comments (00:01:26)
- Patricia Grabow made comments (00:06:36)

6. Consent Items (00:15:10)

A. CONSENT - Approve minutes from regular 4.17.18 City Commission meeting

B. CONSENT - Approve Bills and Claims

C. CONSENT - Approve application of Debbie Perryman to the Livingston Tree Board

D. CONSENT - Approve application of Katherine Bornemann to the Livingston Business Improvement District (LBID)

E. CONSENT - Approve request of Otsie Stowell for special parking space

- Friedman made a motion to approve Consent Items A – E. Mabie seconded.
 - All in favor, motion passed 5-0.

7. Proclamations

8. Scheduled Public Comment

A. SCHEDULED PUBLIC COMMENT - Paul Reichert from Prospera (00:15:10)

B. SCHEDULED PUBLIC COMMENT - Leslie Feigel from Livingston Chamber of Commerce (00:30:38)

9. Public Hearings

A. ORDINANCE NO. 2069 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE CITY'S SUBDIVISION REGULATIONS AS ADOPTED BY ORDINANCE 1982 AND CODIFIED IN CHAPTER 28 OF THE LIVINGSTON MUNICIPAL CODE, BY MODIFYING THE PARKLAND DEDICATION REQUIREMENTS. (00:44:09)

- Adam Stern made comments (00:46:49)
- Mabie made a motion to pass Ordinance No. 2069. Schwarz seconded.
 - All in favor, motion passed 5-0.

10. Ordinances

11. Resolutions

A. RESOLUTION NO. 4789 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN FEDERAL AVIATION ADMINISTRATION (FAA) GRANT APPLICATION FOR FEDERAL ASSISTANCE - SF424 -(PLANNING PROJECTS) DESIGNATED FOR MISSION FIELD AIRPORT IMPROVEMENT PROGRAM. (00:48:00)

- Schwarz made a motion to pass Resolution No. 4789. Friedman seconded.
 - All in favor, motion passed 5-0.

B. RESOLUTION NO. 4790- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED TO EXECUTE THE CITY MANAGER'S RECOMMENDATION FOR CHANGE ORDER #1 FOR THE 2018 CAPITAL IMPROVEMENT PROJECT ON MAIN, CALLENDER AND LEWIS STREETS FOR THE GENERAL SERVICES CONTRACT BETWEEN THE CITY OF LIVINGSTON AND COP CONTRUCTION. (00:50:40)

- Jay Kiefer made comments (00:56:46)
- Patricia Grabow made comments (00:57:10)
- Schwarz made a motion to pass Resolution No. 4790. Mabie seconded.
 - All in favor, motion passed 5-0.

12. Action Items

A. DISCUSS/APPROVE/DENY - Application of Julia Barton for property abandonment (01:03:53)

- Don Platek made comments (01:39:00)
- Jay Kiefer made comments (01:42:42)

- Sandberg made a motion to table Action Item A until the next commission meeting. Friedman seconded.
 - Motion passed 4-1 (Schwarz opposed)

B. DISCUSS/APPROVE/DENY - Northtown Development Conditional Approval (01:47:07)

- Jay Kiefer made comments (01:50:00)
- Bill Mullenfield made comments (01:56:00)
- Friedman made a motion to approve Action Item B. Schwarz seconded.
 - Motion passed 4-1. (Sandberg abstained.)

13. City Manager Comment (02:10:00).

14. City Commission Comments

- Commissioner Mabie made comments(02:28:10)
- Commissioner Sandberg made comments (02:28:50)
- Commissioner Schwarz made comments (02:32:50)
- Commissioner Hoglund made comments (02:33:50)

15. Adjournment (02:38:24) 9:11 p.m.

Backup material for agenda item:

B. CONSENT - Approve Bills and Claims

05/04/18
09:44:37

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 1 of 8
Report ID: AP100

For doc #s from 35500 to 35544, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35500	86192S	999999	KEARNEY, ELIZABETH	495.00					
1	90072	04/24/18	Refund Payment Account 90072	495.00			5210 343021		101000
35503	86193S	3364	CITY OF LIVINGSTON	280.00					
1	17-18	04/26/18	Birth of Child Gift	80.00			1000 109 460449	220	101000
2	17-18	04/26/18	Clear Totes	5.00*			1000 109 460449	226	101000
3	17-18	04/26/18	Paper Holders	20.00*			1000 109 460449	226	101000
4	17-18	04/26/18	Showboards	30.00*			1000 109 460449	226	101000
5	17-18	04/26/18	White Boards	105.00*			1000 109 460449	226	101000
7	17-18	04/26/18	Karaoke Machine	40.00*			1000 109 460449	226	101000
35506	86212S	102	INDUSTRIAL TOWEL	38.65					
1	52401	04/26/18	Rug maint, towels	38.65*			1000 121 411230	360	101000
35507	86236S	2197	TUBAUGH, MATTHEW F.	18,750.00					
1	8	05/01/18	Settlement payment	18,750.00			1000 131 420100	814	101000
35508	86203S	162	CENTURYLINK	320.91					
1	0082	04/16/18	City Shop 50%	30.74			2500 151 430220	343	101000
2	0082	04/16/18	City Shop 12%	7.38			5310 503 430620	343	101000
3	0082	04/16/18	City Shop 38 %	23.35			5410 504 430820	343	101000
4	0149	04/16/18	Civic Center	98.94*			1000 109 460449	343	101000
5	0083	04/15/18	Building Dept.	160.50*			1000 143 420403	343	101000
35509	86221S	999999	MISKA, DIANE	40.00					
1	CR2016-001	04/20/18	Restitution - D. Munro	20.00			1000 351030		101000
2	CR2016-002	04/20/18	Restitution - J. Munro	20.00			1000 351030		101000
35510	86219S	999999	MCMULLEN, AMBER	50.00					
1	TK20140120	04/20/18	Restitution - M. Cain	50.00			1000 351030		101000
35511	86207S	999999	FLEEGER, JASON P.	20.00					
1	TK20170357	04/20/18	Restitution - C. Morricks	20.00			1000 351030		101000
35512	86201S	1747	CANON FINANCIAL SERVICES, INC	76.10					
1	18551117	04/24/18	Canon lease	76.10			1000 109 460442	368	101000
35513	86209S	54	GATEWAY OFFICE SUPPLY	15.41					
1	40529	04/25/18	Envelopes	15.41*			1000 103 410400	200	101000

05/04/18
09:44:37

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For the Accounting Period: 4/18

Page: 2 of
Report ID: AP100

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35514	86237S	2596 US POST OFFICE - LIVINGSTON		225.00					
1	17-18	04/25/18 First-Class Presort		75.00			5210 343021		101000
2	17-18	04/25/18 First-Class Presort		75.00			5310 343031		101000
3	17-18	04/25/18 First-Class Presort		75.00			5410 343041		101000
35515	86199S	2662 BOUND TREE MEDICAL, LLC		216.66					
1	82845875	04/24/18 Patient Supplies		216.66			5510 142 420730	235	101000
35516	86235S	2595 TOWN & COUNTRY FOODS -		15.00					
1	8236002	04/24/18 Water		15.00			1000 141 420400	220	101000
35517	86202S	23 CARQUEST AUTO PARTS		32.39					
1	1912407814	04/23/18 Cleaning Supply		32.39*			5510 142 420730	220	101000
35519	86200S	3783 CALL, RYAN		200.00					
1	04/19/18	Endorsement Class		200.00			5510 142 420402	380	101000
35520	86209S	54 GATEWAY OFFICE SUPPLY		785.09					
1	40503	04/24/18 Office Supply		55.86*			5510 142 420730	210	101000
2	40495	04/23/18 Toner		360.53*			1000 141 420400	210	101000
3	40495	04/23/18 Toner		360.50*			5510 142 420730	210	101000
4	40460	04/19/18 Office Supply		8.20*			5510 142 420730	210	101000
35521	86218S	3651 MARLIN BUSINESS BANK		1,273.21					
1	1542940	04/23/18 5 Getac Rugged Computers		1,273.21			1000 131 420100	311	101000
35522	86238S	879 VERIZON WIRELESS		406.35					
1	9804740471	04/04/18 Air Cards - March		406.35			1000 131 420100	347	101000
35523	86228S	151 NORTHWESTERN ENERGY		11,325.16					
1	0709793-4	04/13/18 406 Bennett 50%		398.02			2500 151 430220	341	101000
2	0709793-4	04/13/18 406 Bennett 50%		398.03			5410 504 430820	341	101000
3	2171060-3	04/13/18 Scale House 408 Bennett		79.05			5410 504 430820	341	101000
4	1728687-3	04/06/18 Transfer Station 408 Bennet		615.67			5410 504 430820	341	101000
5	3267010-1	04/09/18 Compactor 330 Bennett		130.43			5410 504 430820	341	101000
6	0709794-2	04/06/18 WWTP 316 Bennett		8,728.23*			5310 503 430640	341	101000
7	0720048-8	04/06/18 330 Bennett 1/4		219.23			5210 502 430520	341	101000
8	0720048-8	04/06/18 330 Bennett 1/4		219.24			5310 503 430620	341	101000
9	0720048-8	04/06/18 330 Bennett 1/4		219.24			5410 504 430820	341	101000
10	0720048-8	04/06/18 330 Bennett 1/4		219.24			1000 106 411030	341	101000
11	3015965-1	04/06/18 Fire Training Center		98.78*			1000 141 420400	341	101000

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Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
35524	86228S 151 NORTHWESTERN ENERGY	1,567.26							
1	0709871 04/13/18 Star Additon - Lights	297.88			2400 420100	340		101000	
2	3287727 04/13/18 320 Alpenglow Ln	40.99			2400 420100	340		101000	
3	3386783 04/13/18 G & H on Clark	54.33			2400 420100	340		101000	
4	3386845 04/13/18 I & K on Callender	52.75			2400 420100	340		101000	
5	3386846 04/13/18 7th & 8th on Summit	29.06			2400 420100	340		101000	
6	1498936 04/13/18 I90 & 89S Street Lighting	5.85			2400 420100	340		101000	
7	0709796 04/13/18 97 View Vista Dr.	5.85			2400 420100	340		101000	
8	1893530 04/13/18 600 W Park	78.21			2400 420100	340		101000	
9	1493850 04/13/18 412 W Callender	72.63			2400 420100	340		101000	
10	3141997 04/13/18 C & D on Lewis	22.55			2400 420100	340		101000	
11	2023484 04/16/18 1100 W Geyser St. School	5.85			2400 420100	340		101000	
12	2023479 04/16/18 900 W Geyser St. School	5.85			2400 420100	340		101000	
13	2114861 04/13/18 132 South B	186.46			2400 420100	340		101000	
14	1893536 04/13/18 E st. & Alley	51.43			2400 420100	340		101000	
15	1893541 04/13/18 18 W Park	110.81			2400 420100	340		101000	
16	1747572 04/13/18 F & G on Callender	29.31			2400 420100	340		101000	
17	1747570 04/13/18 D & E on Callender	58.26			2400 420100	340		101000	
18	1613803 04/13/18 M & N on Callender	75.74			2400 420100	340		101000	
19	1290352 04/13/18 School Flasher Park & 13th	8.39			2400 420100	340		101000	
20	1134879 04/13/18 N 7th & Montana & Chinook	46.51			2400 420100	340		101000	
21	1134866 04/13/18 N 2nd & Montana & Chinook	72.84			2400 420100	340		101000	
22	0709869 04/13/18 Carol Lane	118.77			2400 420100	340		101000	
23	3093027 04/13/18 105 West Park	52.93			2400 420100	340		101000	
24	3093023 04/13/18 320 North Main	28.59			2400 420100	340		101000	
25	3093003 04/13/18 114 West Summit	30.94			2400 420100	340		101000	
26	3184602 04/13/18 202 South 2nd	24.48			2400 420100	340		101000	
35525	86228S 151 NORTHWESTERN ENERGY	1,149.84							
1	0709891 04/13/18 15 Fleshman Creek	26.44			1000 155 430950	341		101000	
2	0709870 04/13/18 422 South G	216.27			1000 155 430950	341		101000	
3	0709878 04/12/18 227 River Drive -Concession	206.91			1000 155 430950	341		101000	
4	0709879 04/12/18 227 River Drive - Softball	639.21			1000 155 430950	341		101000	
5	1906055 04/16/18 815 North 13th	1.55			1000 155 430950	341		101000	
6	0720176 04/13/18 Weimer Park	28.66			1000 155 430950	341		101000	
7	1155965 04/13/18 229 River Dr.	5.97			1000 155 430950	341		101000	
8	2138754 04/13/18 G Street Park	18.36			1000 155 430950	341		101000	
9	3210240 04/13/18 616 River Dr.	6.47			1000 155 430950	341		101000	

05/04/18
09:44:37

CITY OF LIVINGSTON
Claim Details
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Page: 4 of 11
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35526	86228S	151 NORTHWESTERN ENERGY		5,029.76					
1	0709873	04/13/18 800 W Cambridge		26.97			5310 503 430625	344	101000
2	0719058	04/10/18 3 Rogers Lane		103.95			5310 503 430625	344	101000
3	0709914	04/09/18 1011 River Dr.		23.01			5310 503 430625	344	101000
4	1452951	04/09/18 Monroe Lift Station		444.20			5310 503 430625	344	101000
5	1594141	04/09/18 9th & 10th Lift Station		25.43			5310 503 430625	344	101000
6	3258086	04/13/18 2800 East park		152.61			5310 503 430625	344	101000
7	3258262	04/06/18 320 Alpenglow		298.24			5310 503 430625	344	101000
8	0709892	04/13/18 40 Water Tower Ave.		47.53			5210 502 430515	341	101000
9	0709876	04/10/18 132 South B		1,348.07			5210 502 430515	341	101000
10	0709886	04/13/18 200 E Reservoir		85.91			5210 502 430515	341	101000
11	0709894	04/06/18 56 Water Tower		445.48			5210 502 430515	341	101000
12	1441030	04/10/18 D & Geyser Well House		1,745.33			5210 502 430515	341	101000
13	0709874	04/09/18 Werner Addition Pump		164.96			5210 502 430515	341	101000
14	0709875	04/09/18 900 River Dr.		118.07			5210 502 430515	341	101000
35527	86204S	424 ENERGY LABORATORIES, INC.		102.00					
1	146924	04/06/18 Effluent Composite		102.00			5310 503 430640	355	101000
35528	86208S	2919 FOUR CORNERS RECYCLING, LLC		683.80					
1	1305	03/28/18 Plastic		163.80			5410 504 430840	388	101000
2	1305	03/28/18 Pull fees		1,575.00			5410 504 430840	388	101000
3	1305	03/28/18 Decommission Fees		100.00			5410 504 430840	388	101000
4	1305CM	03/28/18 Credit		-1,155.00			5410 504 430840	388	101000
35529	86211S	470 HAWKINS, INC		2,665.09					
1	4252023	03/27/18 Statement Credit		-299.28			5310 503 430640	222	101000
2	4252023	03/27/18 Statement Credit		-5.00			5310 503 430640	222	101000
3	4252024	03/27/18 Peracetic Acid		2,969.37			5310 503 430640	222	101000
35530	86215S	2830 LEHRKIND'S COCA-COLA		25.55					
1	1518136	04/11/18 Water		25.55			5310 503 430640	225	101000
35531	86216S	26 LIVINGSTON ACE HARDWARE -		45.33					
1	C59734	04/12/18 WWTP Supplies		45.33			5310 503 430640	231	101000
35532	86220S	3040 MIDWAY RENTAL, INC.		8,161.38					
1	5-855255	04/22/18 Excavator - water/sewer		5,990.28			5410 504 430835	960	101000
2	5-862905	04/23/18 Compactor - water/sewer		2,171.10			5410 504 430835	960	101000

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35533	86224S	3016 MT WATERWORKS		2,158.72					
1	25521	04/19/18 Water & Sewer Extension		2,158.72			5410 504 430835	960	101000
35534	86223S	28 MONTANA SEALS & PACKING		5,150.00					
1	I052486	04/09/18 FB Morse Pump		5,150.00			5310 503 430640	361	101000
35535	86234S	1 TECH ELECTRIC, INC		105.00					
1	39028	04/12/18 Troubleshoot Heaters		105.00			5310 503 430640	361	101000
35536	86214S	2863 KIMBALL MIDWEST		265.71					
1	6290151	04/17/18 Supplies		265.71			2500 151 430240	231	101000
35537	86215S	2830 LEHRKIND'S COCA-COLA		16.50					
1	1522157	04/25/18 Water		16.50			2500 151 430240	231	101000
35538	86225S	3688 MURDOCH'S RANCH & HOME SUPPLY		17.99					
1	K01049	04/24/18 Cowhide-Bucko		17.99			2500 151 430240	231	101000
35539	86227S	12 NORMONT EQUIPMENT		5,324.80					
2	17056	04/17/18 Asphalt Emulsion		5,324.80			2820 210 430240	472	101000
35540	86231S	1730 SCHAEFFER MFG CO.		1,234.39					
1	AEQ2179	04/19/18 Synshield		1,234.39*			1000 123 411700	236	101000
35541	86232S	3353 STORY DISTRIBUTING		991.31					
1	80361	04/24/18 Diesel 389g		972.11*			1000 123 411700	236	101000
2	80361	04/24/18 Additive 24 oz		19.20*			1000 123 411700	236	101000
35542	86233S	3390 TD&H ENGINEERING, INC		9,347.85					
1	12479	04/25/18 034 Water Master Plan		4,265.50			5210 502 430520	960	102190
2	12484	04/25/18 035 Transfer Station Main Ext.		790.85			5410 504 430835	960	101000
3	12484	04/25/18 020 General Civil		67.25			5310 503 430610	352	101000
4	12484	04/25/18 020 General Civil		67.25			5210 502 430515	350	101000
5	12484	04/25/18 020 General Civil		67.25			2500 151 430220	352	101000
6	12484	04/25/18 029 LHC		269.00			5310 503 430610	352	101000
7	12484	04/25/18 029 LHC		269.00			5210 502 430515	350	101000
8	12484	04/25/18 029 LHC		269.00			2500 151 430220	352	101000
9	12484	04/25/18 036 NS Trans. Plan		3,282.75			2399 151 430240	960	102075

05/04/18
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35543	86233S	3390	TD&H ENGINEERING, INC	642.80					
1	12478	04/13/18 030	McNair Skate Park	642.80*			2700 460430	915	102006
35544	86233S	3390	TD&H ENGINEERING, INC	5,845.80					
1	12496	04/13/18 050	Construction Admin	1,803.58			2500 151 430240	960	101000
2	12496	04/13/18 050	Construction Admin	2,628.55			5210 502 430520	960	101000
3	12496	04/13/18 050	Construction Admin	1,413.67			5310 503 430630	960	101000
			# of Claims	40	Total:				85,095.81

05/04/18
09:45:59

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 5/18

Page: 1 of 1
Report ID: AP100

Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35545	86210S	3750 HAPPE, HOLLY		438.70					
1	17-18	04/30/18 Spring Judge Conference		438.70*			1000 102 410360	370	101000
35546	86222S	3694 MONTANA LAW ENFORCEMENT CANINE		250.00					
1	2018	04/30/18 Workshop Reg - Emanuel/Bobi		250.00*			1000 131 420100	380	101000
35547	86229S	153 POWERS, DIANE		24.00					
1	17-18	04/30/18 Banks & Errands x12		24.00			1000 104 410550	130	101000
35548	86217S	146 LIVINGSTON ENTERPRISE		913.50					
1	144289	03/26/18 Bids-1 Used Vacuum Sewer		128.00*			5310 503 430640	331	101000
2	144310	03/27/18 Vacancy LBID		88.00*			2650 470100	331	101000
3	144309	03/27/18 Vacancy URA		82.50*			2310 470300	331	101000
4	144525	04/03/18 PH Bill Muhlenfeld		39.00			1000 101 410130	331	101000
5	144541	04/04/18 Vacancy LBID		51.00*			2650 470100	331	101000
6	144540	04/04/18 Vacancy LURA		45.00*			2310 470300	331	101000
7	144635	04/09/18 Bids-1 Vehicle Storage		344.00*			5410 504 430870	331	101000
8	144869	04/17/18 URA Meeting		18.00*			2310 470300	331	101000
9	145021	04/23/18 PH Emily Yost		42.00			1000 101 410130	331	101000
10	145020	04/23/18 City Commission Work Session		21.00			1000 101 410130	331	101000
11	145093	04/25/18 City Comm./Food Resource Cente		55.00			1000 101 410130	331	101000
35549	86205S	3298 EXEC U CARE SERVICES, INC.		1,119.42					
1	1530	04/30/18 April Janitorial Services		1,119.42			1000 121 411230	364	101000
35550	86198S	3042 ARTISTIC LANDSCAPING,LLC		138.75					
1	3645	04/22/18 37% Power Rake		138.75*			1000 121 411230	360	101000
35551	86230S	3023 RICK'S REFRIGERATION, INC.		767.62					
1	13067	04/19/18 37% Quarterly Roof Maint		767.62*			1000 121 411230	365	101000
35552	86196S	3727 AAA CLEANING, LLC		180.00					
1	04-2018	04/30/18 Cleaning - April		180.00*			1000 121 411230	360	101000
35553	86226S	2958 NEOFUNDS BY NEOPOST USA, INC		2,000.00					
1	11386275	04/20/18 Postage		666.67*			5210 502 430570	213	101000
2	11386275	04/20/18 Postage		666.67*			5310 503 430670	213	101000
3	11386275	04/20/18 Postage		666.66*			5410 504 430870	213	101000

05/04/18
09:45:59

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 5/18

Page: 2 of 2
Report ID: AP100

Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35554	86197S	22 ALL SERVICE TIRE & ALIGNMENT,		35.00					
1	54409	04/27/18 Tire Rotation		35.00			5410 504 430830	362	101000
35555	86206S	2904 FISHER SAND AND GRAVEL		2,698.33					
1	60839	04/14/18 Sand		2,136.52*			2820 210 430240	450	101000
2	60839	04/14/18 Rock		561.81			5410 504 430835	960	101000
35556	86216S	26 LIVINGSTON ACE HARDWARE -		268.98					
1	C67081	04/27/18 Paint Supplies		86.03			2820 210 430240	474	101000
2	C66670	04/26/18 Pushbroom & Supplies		182.95*			5410 504 430830	231	101000
35557	86213S	3037 JOHNSTON ELECTRIC, LLC		20.35					
1	6904	04/16/18 37% LED Clerk/Court		20.35*			1000 121 411230	360	101000
35558	86238S	879 VERIZON WIRELESS		1,879.86					
11	223-8483	04/20/18 Planning		18.66*			1000 106 411030	347	101000
12	222-8155	04/20/18 Rec. Dept.		74.45*			1000 109 460449	347	101000
13	223-2233	04/20/18 ATS		59.07*			1000 109 460449	347	101000
14	823-9535	04/20/18 City Pool		18.64*			1000 109 460449	347	101000
15	823-9870	04/20/18 ATS		74.45*			1000 109 460449	347	101000
16	223-7422	04/20/18 City Manager		67.07			1000 122 411300	347	101000
17	223-2114	04/20/18 Fire		74.45*			1000 141 420400	347	101000
18	223-3580	04/20/18 Fire		42.52*			1000 141 420400	347	101000
19	223-8255	04/20/18 Fire		42.52*			1000 141 420400	347	101000
20	224-0542	04/20/18 Fire		59.07*			1000 141 420400	347	101000
21	224-2053	04/20/18 Fire Chief		59.07*			1000 141 420400	347	101000
22	823-9928	04/20/18 Fire		42.52*			1000 141 420400	347	101000
23	823-9929	04/20/18 Fire		42.52*			1000 141 420400	347	101000
24	223-7258	04/20/18 Building		18.76*			1000 143 420403	347	101000
26	223-2197	04/20/18 Animal Control		74.45			1000 154 440640	347	101000
27	223-2195	04/20/18 Roaming		82.45*			1000 155 430950	347	101000
28	223-1359	04/20/18 Parks		18.66*			1000 155 430950	347	101000
29	223-6974	04/20/18 Roaming Jones		23.06*			1000 155 430950	347	101000
30	579-7702	04/20/18 Cemetery		31.09*			1000 155 430950	347	101000
31	570-0712	04/20/18 Dispatch		18.64			2300 132 420160	347	101000
32	223-1823	04/20/18 Street		18.64			2500 151 430220	347	101000
33	223-2196	04/20/18 Street		84.44			2500 151 430220	347	101000
34	223-1469	04/20/18 Water Cell		74.45			5210 502 430515	347	101000
35	223-1472	04/20/18 Water Cell		16.05			5210 502 430515	347	101000
36	223-6565	04/20/18 Holmes - Water 1/2		34.53			5210 502 430515	347	101000
37	223-8268	04/20/18 Whitman - Water 1/2		29.53			5210 502 430515	347	101000
38	223-9101	04/20/18 Schweigert - Water 1/2		31.04			5210 502 430515	347	101000
39	224-0836	04/20/18 McClure		18.64			5210 502 430515	347	101000
40	224-5246	04/20/18 Tom's Ipad		30.02			5210 502 430515	347	101000

05/04/18
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CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 5/18

Page: 3 of 3
Report ID: AP100

Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
41	223-1470	04/20/18 Sewer		24.07			5310 503 430620	347	101000
42	223-6565	04/20/18 Holmes - Sewer 1/2		34.53			5310 503 430620	347	101000
43	223-7857	04/20/18 Sewer		19.00			5310 503 430620	347	101000
44	223-8268	04/20/18 Whitman - Sewer 1/2		29.54			5310 503 430620	347	101000
45	223-9101	04/20/18 Schweigert - Sewer 1/2		31.03			5310 503 430620	347	101000
46	224-5022	04/20/18 WWTP - Dan		60.91			5310 503 430620	347	101000
47	224-8119	04/20/18 WWTP - Pager		18.64			5310 503 430620	347	101000
48	223-6314	04/20/18 Scale House		18.66*			5410 504 430820	347	101000
49	223-6948	04/20/18 Rich Stordalen		59.07*			5410 504 430820	347	101000
50	224-0509	04/20/18 Solid Waste - Van		69.06*			5410 504 430820	347	101000
51	224-2470	04/20/18 Transfer Station		26.69*			5410 504 430820	347	101000
52	224-2471	04/20/18 Solid Waste Truck		18.64*			5410 504 430820	347	101000
53	223-0167	04/20/18 EMS		60.17*			5510 142 420730	347	101000
54	223-0168	04/20/18 EMS		18.66*			5510 142 420730	347	101000
55	223-0169	04/20/18 EMS		18.64*			5510 142 420730	347	101000
56	223-0340	04/20/18 EMS		74.45*			5510 142 420730	347	101000
57	224-8678	04/20/18 Medic 2		18.64*			5510 142 420730	347	101000
35559	86239S	788 MMCT & FOA		50.00					
1	17-18	05/03/18 MMCT&FOA Member - Harreld		50.00*			1000 107 411100	333	101000
35560	86240S	3779 MSU LOCAL GOVERNMENT CENTER		275.00					
2	M207	05/03/18 Municipal Institute - Harreld		275.00*			1000 107 411100	380	101000
			# of Claims	16	Total:	11,059.51			

Backup material for agenda item:

- C. CONSENT - Approve City Court Financial Reports for January, February, & March 2018

**LIVINGSTON CITY COURT
FINANCIAL REPORT
JANUARY 2018**

Date PD Monthly Report Received from City of Livingston Finance Office:

Tickets/Criminal Complaints Cleared:	69		
Disposed/Dismissed:			
Plea Agreement:	1		
Pretrial Diversion/Deferred/Dismissal:	36		
Paid-Bond Forfeit/Fine:	28	\$4,540.00	
Paid-Time Payment:	4	\$3,936.00	
Warrant Fees:			
		Total:	\$8,476.00
Parking Enforcement & Police Issued Parking Tickets:		Total:	<u>\$365.00</u>
			\$8,841.00

Surcharges/Costs/Fees:

	MLEA Surcharge:		\$ 359.00
	TECH Surcharge:		\$ 310.00
	Victim/Witness Surcharge:		\$ 582.00
	MISD Surcharge:		\$ 496.00
	Court Costs:		\$ 99.00
	Public Defender Fee:	0 x \$150.00	\$ -
	Public Defender Fee:	0 x \$250.00	\$ -
102-410360-390	Jury Fees	0 x \$295.00	\$ -
102-410360-390	Interpreter	0 x \$50.00	\$ -
		Total	\$ 1,846.00

Total amount credited to City of Livingston general fund: \$ 6,995.00

*I hereby certify that this is a true and correct statement of the amount of fines/fees/costs which were fully paid and credited with the Livingston City Court during the month of: **Jan. 2018***

Prepared by:


Hon. Holly Happe
Livingston City Judge

Date:

4-18-18

**LIVINGSTON CITY COURT
FINANCIAL REPORT
FEBRUARY 2018**

Date PD Monthly Report Received from City of Livingston Finance Office:

Tickets/Criminal Complaints Cleared:	71		
Disposed/Dismissed:			
Plea Agreement:	2		
Pretrial Diversion/Deferred/Dismissal:	26		
Paid-Bond Forfeit/Fine:	24	\$5,900.00	
Paid-Time Payment:	19	\$5,702.00	
Warrant Fees:			
		Total:	\$11,602.00

Parking Enforcement & Police Issued Parking Tickets:	Total:	\$315.00
--	--------	----------

\$11,917.00

Surcharges/Costs/Fees:

	MLEA Surcharge:		\$ 350.00
	TECH Surcharge:		\$ 300.00
	Victim/Witness Surcharge:		\$ 510.00
	MISD Surcharge:		\$ 592.50
	Court Costs:		\$ 127.50
	Public Defender Fee:	0 x \$150.00	\$ -
	Public Defender Fee:	0 x \$250.00	\$ -
102-410360-390	Jury Fees	0 x \$295.00	\$ -
102-410360-390	Interpreter	0 x \$50.00	\$ -
		Total	\$ 1,880.00

Total amount credited to City of Livingston general fund: \$ 10,037.00

I hereby certify that this is a true and correct statement of the amount of fines/fees/costs which were fully paid and credited with the Livingston City Court during the month of: Feb. 2018

Prepared by: _____

Hon. Holly Happe
Livingston City Judge

Date: _____

4-18-18

**LIVINGSTON CITY COURT
FINANCIAL REPORT
MARCH 2018**

Date PD Monthly Report Received from City of Livingston Finance Office:

Tickets/Criminal Complaints Cleared:	93		
Disposed/Dismissed:			
Plea Agreement:	7		
Pretrial Diversion/Deferred/Dismissal:	19		
Paid-Bond Forfeit/Fine:	52	\$7,555.00	
Paid-Time Payment:	15	\$7,842.00	
Warrant Fees:			
		Total:	\$15,397.00
Parking Enforcement & Police Issued Parking Tickets:		Total	\$ <u>265.00</u>
			\$15,622.00

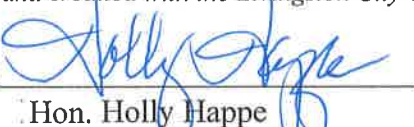
Surcharges/Costs/Fees:

	MLEA Surcharge:		\$ 575.00	
	TECH Surcharge:		\$ 470.00	
	Victim/Witness Surcharge:		\$ 640.00	
	MISD Surcharge:		\$ 820.00	
	Court Costs:		\$ 184.00	
	Public Defender Fee:	0 x \$150.00	\$ -	
	Public Defender Fee:	0 x \$250.00	\$ -	
102-410360-390	Jury Fees	0 x \$295.00	\$ -	
102-410360-390	Interpreter	0 x \$50.00	\$ -	
			Total	\$ 2,689.00

Total amount credited to City of Livingston general fund: \$ 12,973.00

I hereby certify that this is a true and correct statement of the amount of fines/fees/costs which were fully paid and credited with the Livingston City Court during the month of: **MAR.-18**

Prepared by:


Hon. Holly Happe
Livingston City Judge

Date:

4-18-18

Backup material for agenda item:

D. CONSENT - Approve Bank Pledged Securities for March 2018

DEPOSITORY BONDS AND SECURITIES
March 31, 2018

	<u>MATURITY</u>	<u>CUSIP NO.</u>	<u>TOTAL AMOUNT PLEGDED</u>
FIRST INTERSTATE BANK			
All Accounts			
Federal Deposit Insurance Corporation			\$ 250,000.00
FNNT	1/24/2020	3136G1B24	2,000,000.00
FNNT	12/14/2018	3136G1GX1	1,500,000.00
TOTAL - First Interstate Bank			<u><u>\$ 3,750,000.00</u></u>
OPPORTUNITY BANK			
All Accounts			
Federal Deposit Insurance Corporation			\$ 250,000.00
Chester TWP NJ Board of Education	3/1/2033	166042BP5	460,000.00
TOTAL - Opportunity Bank			<u><u>\$ 710,000.00</u></u>

PLEDGED SECURITIES AND CASH IN BANK
As of
March 31, 2018

First Interstate Bank

	<u>Total</u>
Cash & CD's on Deposit	\$ 5,832,635.97
FDIC Coverage	250,000.00
Amount Remaining	<u>5,582,635.97</u>
Pledges required @ 50%	2,791,317.99
Actual Amount of Pledges	3,500,000.00
Over (Under) Pledged	<u><u>\$ 708,682.02</u></u>

PLEGGED SECURITIES AND CASH IN BANK
As of
March 31, 2018

Opportunity Bank of Montana

	<u>Total</u>
Cash & CD's on Deposit	\$ 457,334.78
FDIC Coverage	250,000.00
Amount Remaining	<u>207,334.78</u>
Pledges required @ 50%	103,667.39
Actual Amount of Pledges	460,000.00
Over (Under) Pledged	<u><u>\$ 356,332.61</u></u>

Backup material for agenda item:

- E. CONSENT - Approve Application of Rachel Jones for Parks and Trails Committee

City of Livingston
Application for Appointed Office
 (Revised 3/17/03)

Appointed Position Seeking: Parks & Trails Committee

Date of Application: 5-1-18

Name: Rachael Jones

Signed: RJ

Address: 618 East Geyser St.

Telephone: daytime 220-2204

after 5:00 p.m.: 220-2204

Fax Number: n/a

e-mail address: rachaeljonz@gmail.com

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

2. Are you a registered voter? Yes

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

4. Describe the reasons you are interested in this appointment: I believe a well-developed park & trail system is an essential component of a healthy community.

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

A. Occupation: Executive Director, Farm to School of Park County

B. Education: B.S., Plant Science and Plant Pathology, MSU

C. Experience: 15 years horticulture/food systems work in Park County; Resident of G Street Park since 2013

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? No.

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

A. If yes, please describe those boards.

8. Current Employer? Farm to School of Park County/Livingston Public Schools

9. Are you available for night meetings? Yes.

10. Are you available for daytime meetings? Yes.

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

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? Get it out in the open, and engage existing policies and procedures to manage it.

RACHAEL ERIN JONES

406-220-2204 • rachaeljonz@gmail.com

Passionately pursuing a personal mission of sustainability in every aspect of my professional life including expansion of urban food production and green spaces and science-based solutions to technical and natural challenges. I seek to be a part of a larger effort to bring sustainability to social and business practices.

PROFESSIONAL SKILLS

- **HORTICULTURALIST.** With over ten years of experience in organic gardening, greenhousing, aquaponics and landscaping, technical skills around plant cultivation, soil and plant sampling, diagnostics and healthy habitat maintenance emphasizing fundamental focus on ecological practices. BS in Plant Science & Plant Pathology.
- **PROJECT MANAGEMENT.** Responsible time and resource management through planning, communicating goals, inviting participation and managing implementation of projects including greenhouse build out, development of Trout to Tray food initiative, developing the Farm to School footprint in Park County.
- **ADMINISTRATION.** Meticulous attention to gathering and reporting metrics of progress and success for fundraising and grant administration via grant applications, reports to stakeholders, capturing data and telling a story about the goals, ideals and progress of Farm to School.
- **COLLABORATION.** Transform community interest into resources through effective interaction with the press and partnerships with volunteers and local food resource organizations and foundations. Active member of a community-wide collaboration to improve Park County's culture of health and wellness.

RELATED EXPERIENCE:

FARM TO SCHOOL OF PARK COUNTY, Livingston, MT

Founding Executive Director. Spearheading the creation of a nonprofit organization operating in Park County under the national Farm to School masthead. Farm to School is designed to put healthy food in the minds and on the plates of local school children. The organization feeds and educates K-12 students as much as it involves social entrepreneurship, the future of farming, wise resource use, women in leadership and relentless community collaboration. 1/18 – Present

LIVINGSTON SCHOOL DISTRICTS 4&1, Livingston, MT

Farmer Educator, All Schools. Design and implementation of K-12 Farm to School curriculum. Management of 2,570 square feet of food production spaces at 3 school gardens and 2 greenhouses. Coordination of procurement and utilization of Montana-grown foods in an institutional food system. 5/15 – Present

Para Educator, Park High School

Collaborative staff support in alternative, interdisciplinary classroom for at-risk students 8/09 – 10/11

CHICO HOT SPRINGS, Pray, MT

Organic Gardener. Cultivated organic produce for three restaurants. Designed, installed, and maintained all property vegetable gardens, greenhouses, orchards, perennial beds and annual ornamental arrangements. 5/06 – 10/15

AQUARIOUS FOREIGN LANGUAGE SCHOOL, Vidin, Bulgaria

English Language Teacher. Provided English language lessons for elementary students. Attended the 2007 Fulbright International Summer Institute in Tryavna, Bulgaria. 8/07 – 7/08

CITY OF BOZEMAN, Bozeman, MT

Internship with City of Bozeman Urban Forestry Department. Performed diagnostic inventory of Bozeman City park, cemetery, and boulevard trees. Assisted Urban Forestry staff with management and regulation of city and private property trees. 2/06 – 6/06

EDUCATION:

MONTANA STATE UNIVERSITY, Bozeman, MT

BS Plant Science and Plant Pathology, Horticultural Science Option, 2006

OTHER EXPERIENCE:

Yoga Instructor, Livingston, MT 10/13 – Present

Lead classes through carefully crafted, highly principled sessions of Hatha Yoga practice.

Backup material for agenda item:

F. CONSENT - Approve special parking space for disabled person - Martin Erhardt

City of Livingston
Application for Special Parking Spaces
Reserved for Disabled Persons On a Public Street
(Please note this process may take up to 90 days from date of submission)

Name of Applicant: Martin Erhardt
Address: 802 W. Callender Phone: 223-1838

Type of Special Parking Space Requested:

 General Public Use X Reserved for Personal Use of a Disabled Person. (\$50 fee)

Specific Location of the Requested Space: Corner 8 + Callender

Reason for the Request:

Disabled

If requesting a "special parking space" reserved for personal use in a residential area, please answer the following questions:

1. Do you operate a vehicle displaying a specialty inscribed license plate issued by the state of Montana to disabled persons and displaying a wheelchair symbol, or the letters "DV" issued to disabled veteran's, or do you possess a special parking permit issued by the State of Montana to persons with a disability?
(Please provide a copy of the vehicle registration). Yes X No
2. Is the requested parking space adjacent to your permanent residence? Yes ✓ No no
3. Does reasonably accessible and practicable off street parking exist? Yes No ✓
4. License plate number of vehicle(s) designated to use the space: 4-9213B
5. Are the designated vehicles operated by you? Yes ✓ No

Administrative Use Only

Date application received: 4-27-18 Reviewed by: Amij Hahn

Does request meet criteria? Yes X No

Comments _____

City Commission Action: Approved Denied Date: _____

Installation of Sign:

Sign installed by: _____ Date: _____

Amount Collected: _____ Check no. _____

Removal of Sign

Sign removed by: _____ Date _____

Reason for Removal: _____

Montana Vehicle Registration

Valid Through Date **10/31/2018**

Renewal Cust Nbr **2464946**

County	Park	Issue Date	10/16/2017	Tab Nbr	499213B101801	Park Fee Paid
Usage	Regular	User	pj4901	Plate Nbr	499213B	
Reg Usage	Regular	Fleet Nbr		Plate Type	Std County Lg (TK)	
Reg Type		OTN	003550589			

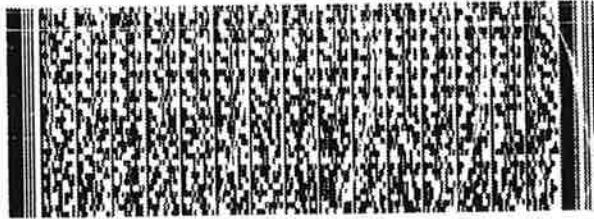
30

Owners / Lessors

Martin Ralph Erhardt
Doris Erhardt
802 W Callender St
Livingston, MT 590472528

VIN	5TBBT44123S346958	Year	2003	Make	Toyota	Model	SR5
Veh Type	Truck (TK)	Style	PK	Color	White	Ext Model	
Weight	0	Ton Code	1/2 Ton			Veh Nbr	1461312
Decl GVW	8000	GVW Class	Class 1	GVW Beg	10/01/2017	GVW End	09/30/2018

Martin Ralph Erhardt
802 W Callender St
Livingston, MT 590472528



By Registering this vehicle the applicant acknowledges having knowledge of the FMCSR and FHMR, if applicable.

INSTRUCTIONS:
 1) Remove decal by bending paper along dotted line.
 2) Lift edge of decal and slowly peel.

DOJ/MVD
P.O. Box 201430
302 N. Roberts
Helena, MT 59620-1430
Permit expires last day
of month indicated above.

M.R.E.

ILLEGAL TO DUPLICATE THIS PERMIT

JAN	17
FEB	18
MAR	19
APR	21
MAY	22
JUN	23
JUL	24
AUG	25
SEP	26
OCT	27
NOV	28
DEC	

Disabled Persons Parking
Identification Permit

0402144





Backup material for agenda item:

A. PROCLAMATION - Public Works Week - "The Power of Public Works"

City Manager
Michael Kardoes

414 East Callender Street
Livingston, Montana 59047
(406) 823-6000 phone
(406) 222-4199 fax
citymanager@livingstonmontana.org
www.livingstonmontana.org



Chairperson
Dorel Hoglund

Vice Chairman
Quentin Schwarz

Commissioners
Mel Friedman
Sarah Sandberg
Warren Mabie

Incorporated 1889

PROCLAMATION
“THE POWER OF PUBLIC WORKS”

WHEREAS: public works infrastructure, facilities and services are vital to the health, safety and well-being of the residents of Livingston, Montana; and

WHEREAS: such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers and administrators who are responsible for building, operating and maintaining the public works systems that serve our citizens; and

WHEREAS: the Public Works Association instituted Public Works Week as a public education campaign “to inform communities and their leaders on the importance of our nation’s public infrastructure and public works services”; and

WHEREAS: it is in the public interest of citizens and civic leaders to gain knowledge of the public works needs and programs of their respective communities;

WHEREAS: Public Works Week also recognizes the contributions of public works professionals.

NOW THEREFORE, I Dorel Hoglund, Chairperson of the Livingston City Commission, do hereby proclaim the week of **May 20-26, 2018, as Public Works Week** in Livingston, Montana.

Dated this 15th day of May in the year 2018.

Dorel Hoglund
City Commission Chairperson

Lisa Harreld
Recording Secretary



Backup material for agenda item:

- A. RESOLUTION NO. 4791 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, IN SUPPORT OF RECOMMENDING AND ENCOURAGING CONGRESS TO CREATE A RELIABLE, PREDICATABLE STREAM OF RESOURCES TO ADDRESS DEFERRED MAINTENANCE NEEDS IN AMERICA'S NATIONAL PARK SYSTEM.**

RESOLUTION NO. 4791**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, IN SUPPORT OF RECOMMENDING AND ENCOURAGING CONGRESS TO CREATE A RELIABLE, PREDICTABLE STREAM OF RESOURCES TO ADDRESS DEFERRED MAINTENANCE NEEDS IN AMERICA'S NATIONAL PARK SYSTEM.**

WHEREAS, America's National Park System is a living testament to our citizens' valor, our nation's hardships, our victories, and our traditions as Americans, and has been called "America's Best Idea;" and

WHEREAS, the National Park System preserves the diversity, culture, and heritage of all Americans, and serves as a living classroom for future generations; and

WHEREAS, in 2016, the National Park Service celebrated its centennial and currently manages more than 400 nationally significant sites and an invaluable collection of more than 75,000 natural and cultural assets that span 84 million acres across all 50 states, the District of Columbia, and several U.S. territories and insular areas; and

WHEREAS, the National Park Service's mission is to "to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations;" and

WHEREAS, in 2016, the National Park System had more than 331 million visits; and

WHEREAS, in 2016, National Park Service estimates indicate that park visitors spent more than \$18.4 billion at the sites and in the states and local communities adjacent to national parks; and

WHEREAS, the National Park Service has the obligation to preserve our nation's history; promote access to national parks for all citizens; stimulate revenue to sustain itself and nearby communities; educate the public about America's natural, cultural and historical resources, and provide safe facilities and environs to enjoy these resources; and

WHEREAS, in 2016, the National Park Service estimated a deferred maintenance backlog of nearly \$11.3 billion, which includes repairs to aging historical structures, trails, sewers, drainage, thousands of miles of roads, bridges, tunnels, and other vital infrastructure; and

WHEREAS, it is the responsibility of Congress to maintain America's national parks to ensure our natural places and our history is preserved and documented for future generations, and for the adjacent communities that rely on the direct and indirect economic benefits generated by visits to national park sites.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Livingston, Montana to strongly encourage Congress to create a reliable, predictable stream of resources to address deferred maintenance needs in America's National Park System.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this _____ day of May, 2018.

DOREL HOGLUND, - Chairperson

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
City Attorney

Restore America's Parks

Livingston City Council
414 E. Callender St
Livingston, M 59047

April 17, 2018

RE: Resolution in support of National Parks Week and deferred maintenance funding

Dear Councilors:

The week of April 21 thru 29 marks National Parks Week, a time to celebrate the natural wonders and unique cultural heritage our Parks protect and put on display. This year's National Parks Week couldn't come at a more opportune time—that's because right now proposals in Congress to dedicate funding for deferred maintenance in the National Parks are gaining momentum. It is appearing likely that Congress will this year solve one of the most pressing issues affecting the future of our National Parks.

Deferred maintenance is a big problem for our Parks. Currently there are thousands of scheduled maintenance projects that have gone undone—in some cases for years—due to funding shortfalls. The current deferred maintenance backlog totals \$11.6 billion nationwide; for National Park System assets in Montana that figure is nearly \$218 million.

That deferred maintenance affects the quality of the experience for visitors. No one is served when roads are in disrepair, historic buildings are neglected, visitor amenities can't be maintained and campgrounds and trails are not accessible.

Part of the problem is that are many parks are increasingly popular. Last year saw record visitation at both of Montana's marquee park destinations—Yellowstone and Glacier National Parks—with 4.1 million and 3.3 million visitors respectively. But as visitation has increased at many park sites across the nation, funding for maintenance needs has not been increased accordingly. The result is the massive repair backlog plaguing our parks.

Fortunately, there is a real appetite in Congress to do something about this problem. Two proposals are being considered in Congress: The National Parks Legacy Act,

and the National Parks Restoration Act. The latter is co-sponsored by Senator Daines. Both of these bills would dedicate a portion of federal onshore and offshore mineral royalty revenues that aren't already obligated by law for other purposes, such as state funds and the Historic Preservation Fund, to be used each year for maintenance projects in the National Park System.

As part of National Parks Week, I'm asking cities and counties near our National Park System assets to consider passing the enclosed resolution in support of addressing deferred maintenance in the Parks. Already the cities of Great Falls, Helena, Columbia Falls and Whitefish have passed this resolution. We would be very grateful for you to join them.

If you do choose to pass this resolution, I would appreciate you sending me a signed copy for our records. My contact information to email or mail the resolution is below.

Thank you for your consideration.

Sincerely,



Chuck Denowh
Montana Coordinator
Restore America's Parks Campaign
1820 N Last Chance Gulch
Helena, MT 59601
cdenowh@montanagroup.net
406-239-5952 - Phone

Restoring America's National Parks

MONTANA

Montana enjoys the economic, recreational, and cultural benefits of the National Park System, which includes seven park units in the state.

National park sites in Montana are part of a system that encompasses 84 million acres across the country. Established by Congress in 1916, the National Park Service (NPS) manages and maintains more than 400 nationally significant sites in all 50 states and several territories. National parks are a mosaic of wild landscapes, historic and cultural sites, scenic byways, trails, military parks, and monuments that celebrate and commemorate remarkable people and America's heritage.

Unfortunately, 100 years after its creation, NPS is struggling to maintain many of its facilities. The agency currently faces a deferred maintenance backlog that is estimated to be \$11.3 billion based on FY2016 data.

Why is there Deferred Maintenance?

- Aging infrastructure: many park facilities and systems are 50-70 years old and need updating
- Record visitation—approximately 331 million visitors in 2016—causes wear and tear on resources
- Unreliable funding for deferred maintenance.

What is Deferred Maintenance?

Deferred maintenance is work that is not completed at required intervals to ensure acceptable facility conditions. If work is delayed for more than a year it is typically considered deferred. Examples of repairs include:

- Crumbling roads and bridges
- Unsound buildings, including historic structures
- Outdated wastewater and electrical systems
- Neglected military sites
- Deteriorating monuments and memorials

National Parks in Montana

In 2016, over 5 million visitors enjoyed national parks in Montana. From Little Bighorn Battlefield to Glacier National Park, Montana saw \$547.8 million spent in gateway communities. That spending supported 9,467 jobs and added a cumulative benefit of \$762.3 million to the state economy – money that helps businesses, schools, and families.

Despite the importance of national parks to Montana's economy, they need more than \$252 million in infrastructure repairs. To keep national parks in Montana strong and vibrant, and to capture the benefits they provide to the state, restoration must be a priority.



NPS Deferred Maintenance in Montana - FY2016

Big Hole National Battlefield	\$ 1,448,461
Bighorn Canyon National Recreation Area	\$ 33,118,321
Fort Union Trading Post National Historic Site	\$ 401,381
Glacier National Park	\$ 148,262,901
Grant-Kohrs Ranch National Historic Site	\$ 3,834,771
Little Bighorn Battlefield National Monument	\$ 9,536,841
Yellowstone National Park	\$ 55,448,631
Total	\$252,051,331

Questions? Contact Us.

Chuck Denowh
cdenowh@montanagroup.net

Shelby DeMars
sdemars@montanagroup.net

Rebecca Knuffke
rknuffke@pewtrusts.org

Geoffrey Brown
gbrown@pewtrusts.org

Why Address Deferred Maintenance?

- **Preservation:** We need to ensure care of our nation's historic and cultural resources.
- **Access:** Without working roads and trails, visitors can't enjoy all our park resources.
- **Revenue:** Local communities are dependent on park-generated tourism dollars.
- **Kids:** Maintaining our national parks is a responsibility Congress owes to future generations.
- **Safety:** Aging infrastructure and building code issues need to be addressed so visitors are provided a safe experience.
- **Cost Savings:** Repairing and updating park facilities can provide significant cost savings to tax payers.

Proven Economic Boosters

- Parks are a top travel destination in the U.S.
- There were an estimated 331 million visits to the national parks in 2016.
- In 2016, park visitors spent an estimated \$18.4 billion in nearby communities and a collective \$34.9 billion boost to the national economy. That spending supported 318,000 jobs (2016 data).

From sites that are culturally important to Native American tribes or that honor those who served in our military, to parks that commemorate painful aspects of the Civil War, Japanese internment, or the Civil Rights movement, our National Park System documents our nation's diverse and evolving history.

Congress has a responsibility to ensure the NPS has the resources needed to maintain park infrastructure, so future generations can enjoy and learn from our national treasures.

Solutions

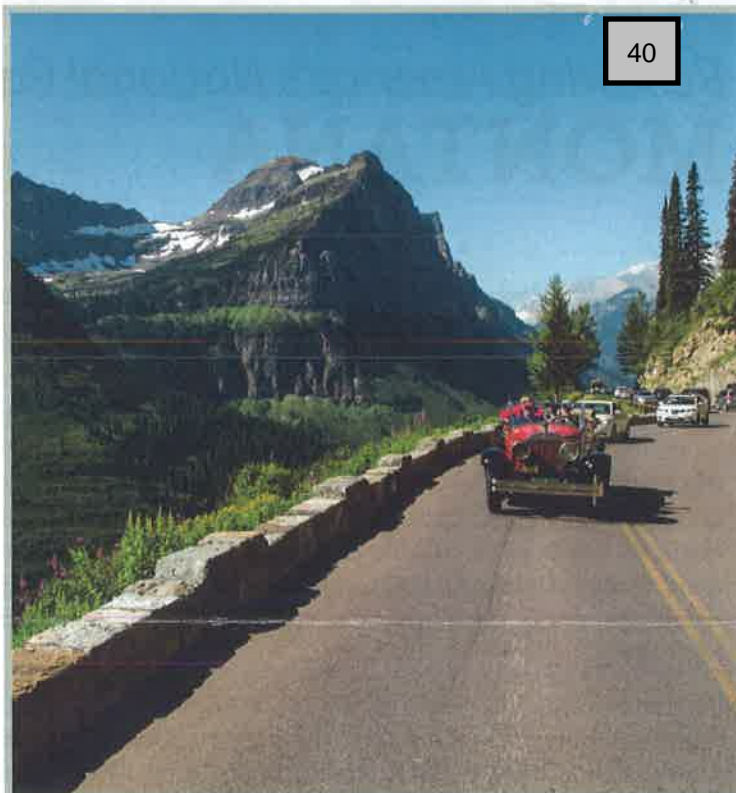
To address deferred maintenance at NPS sites across the country, Congress should:

- Ensure that infrastructure initiatives include provisions to address park maintenance.
- Provide dedicated annual federal funding for national park repairs.
- Enact innovative policy reforms to ensure that deferred maintenance does not escalate.
- Provide more highway funding for NPS maintenance needs.
- Create more opportunities for public-private collaboration and donations to help restore park infrastructure.

You Can Help

Ask your federal representatives to support dedicated federal funding and an infrastructure proposal that addresses the deferred maintenance needs within the National Park System.

Contact your senators, Jon Tester and Steve Daines, at senate.gov. To contact your congressman, visit house.gov and enter your zip code.



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Photo (above): Paved roads in Glacier National Park have more than \$90 million in deferred maintenance. (NPS Photo. Jacob W. Frank. Going-to-the-Sun Road, Glacier National Park).

Backup material for agenda item:

- A. DISCUSS/APPROVE/DENY - Julia Barton's request for vacation of alley property



Guardian Title Inc
504 E. Callender
Livingston, MT 59047
(406) 222-3037 (406) 222-8286- FAX

Date: November 18, 2011

TO: Julia Barton
PO Box 234
Livingston, Montana 59047

RE: Guardian Title Order #: 1110417

Dear Julia:

We have finalized the above Title order for your recent real estate transaction and are enclosing your Owners Title Policy.

We would like to take this opportunity to thank you for doing business with GUARDIAN TITLE INC. We are a full service title company that can meet all your title and escrow needs and hope you will think of us anytime you have need for a title company. We give discounts on future orders from any work we have done previously and offer fast, confidential and dependable service.

We hope we again will have the pleasure of serving you.

Sincerely yours,

B. Dean Holmes, Owner

Dh/encl

SCHEDULE A

Name and Address of Title Insurance Company: Stewart Title Guaranty Company
P.O. Box 2029
Houston, Texas 77252-2029

File No.: 1110417

Policy No.: O-9301-1953845

Loan No.:

*Address Reference: 1601 East Lewis Street
Livingston, Montana 59047

Amount of Insurance: \$108,000.00

Premium: \$593.00

Date of Policy: November 15, 2011 at 2:59 PM

1. Name of Insured:
Julia Barton
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Julia Barton
4. The Land referred to in this policy is described as follows:

Fractional Lots 13, 14, 15 and 16, All of Lots 17, 18, 19 and 20, and Fractional Lots 21, 22 and 23 in Block G of the Riverside Addition to the City of Livingston, according to the official plat thereof on file and of record in the office of the Clerk and Recorder, Park County, Montana.

*FOR COMPANY REFERENCE PURPOSE ONLY, NOT AN INSURING PROVISION.

ALTA Owner's Policy (6-17-06)

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OWNER'S POLICY OF TITLE INSURANCE ISSUED BY



Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from (a) A defect in the Title caused by (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation; (ii) failure of any person or Entity to have authorized a transfer or conveyance; (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered; (iv) failure to perform those acts necessary to create a document by electronic means authorized by law; (v) a document executed under a falsified, expired, or otherwise invalid power of attorney; (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or (vii) a defective judicial or administrative proceeding. (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid. (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (a) the occupancy, use, or enjoyment of the Land; (b) the character, dimensions, or location of any improvement erected on the Land; (c) the subdivision of land; or (d) environmental protection if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Signature of Chairman of the Board



Signature of President

Countersigned:

Signature of Authorized Countersignature

Guardian Title Inc
Company
Livingston, Montana
City, State

Part 1 of Policy Serial No. O-9301-1953845

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending

the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department, P.O. Box 2029, Houston, Texas 77252-2029.

File No.: 1110417

Policy No.: O-9301-1953845

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Record. No liability is assumed for errors, omissions or changes of assessed valuations or amount of taxes assessed by any state, county, city or federal taxing or assessing authority.
2. Any facts, rights, interest or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authoring the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) any right, title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons; whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records.
6. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any service, installation or connection charge for any and all utilities, including, but not limited to sewer, gas, water or electricity.
8. County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Park to use and occupy those certain roads and trails.
9. General County tax and assessment(s) for the year 2012 and subsequent years. General County tax and assessment(s) for the First Half of 2011 show paid and the Second Half of 2011 show due and payable. First Half 2011 **\$1,153.13 show paid**; Second Half 2011 **\$1,153.12 show due May 31, 2012**; Total Taxes **\$2,306.25**, Taxpayer Number **18570**.

APPLICATION FOR STREET/ALLEY VACATION*

1. Applicant's Name: JULIA BARTON
2. Applicant's Address: 1601 E. LEWIS ST
LIVINGSTON
3. Applicant's Telephone Number: 406-599-8180
4. Description of street/alley requested for vacation:
See drawings and descriptions
5. Attach map/diagram of proposed vacation with the following:
- location in city
 - the street/alley proposed for vacation
 - applicant's property
 - abutting property owners
 - utilities; and
 - adjacent buildings/fixtures
6. Attach names and addresses of all landowners adjacent to the street/alley being sought to be vacated.
7. Is the Street/Alley improved? (circle appropriate response):
Yes No
8. Attach statements from utility companies indicating whether they consent, consent with conditions and stating conditions or object to proposed vacation.
9. Attach title report showing all ownership interests and easements in property abutting the proposed vacation.
10. A nonrefundable Application Fee for street/alley vacation in the amount of \$ 225.00 must accompany the application.

*NOTE: A. Submission of Application for street/alley vacation with appropriate fees in no way obligates the City to vacate said street or alley; the City Council will ultimately decide whether the street/alley vacation can be done without detriment to the public interest.

B. The City reserves the right to maintain a strip of land in the vacated street or alley for purposes of a public thoroughfare.

March 7, 2018

To the Members of the City Commission of the City of Livingston, Montana,

I, Julia Barton, of 1601 E. Lewis Street, Livingston, am petitioning the commission to vacate an alley that runs through my property and only my property. This would allow me to make use of ground already within my property. This alley affects no other city resident and would release the City from installing any city services in this alley or any other maintenance.

This alley has never been used as an easement or alley or even as a walk through for any entity since the property was settled in 1932, 86 years ago. There are large (approximately 100 year old) cottonwoods in the alley on the east side, (butting up to property within the county, not city), and at least 30-40 year old trees in the front, which are in the middle of the alley.

I researched the possibilities of any recorded easements against or on my property from any neighboring property through Guardian Title of Livingston, (who did the title search when I bought the property in 2011), and it shows no easements whatsoever.

I would like to resurvey my property and sell one lot of approximately 6000 sq. ft. with the lot fronting Lewis Street. Selling this lot would lessen the burden for me as a single income earner yet allow me to be able to contribute to the community and continue to improve our neighborhood.

City Benefits:

- Revenue from Impact and associated fees/taxes from new lot
- No setback variances as the current lot is a small, narrow triangle and would need variances on two sides.
- With one lot facing the street, all city services are already in place on Lewis Street and would eliminate the need to bring city services down the alley to the sides of the lots.

Vacating this old, never used alley would be a benefit to the city and a huge relief for me as a homeowner.

I urge you to vote for vacating this alley so I may use my property the best and most valuable way for both the city and myself.

I have had the area in question measured and marked by Barney Hallin and Associates, Land Surveyors, on the enclosed photocopy and on the ground. Please feel free to visit the site at your convenience to see the possibilities and the problems with the alley as it is now.

Thank you very much,

Julia Barton
406-599-8180

The property tax description reads:

Livingston Riverside Addition, S18, T02S, R10E, block G, FCT'L Lots 13-16, all Lots 17-20, FCT'L Lots 21-23.

49-0803-18-2-24-13-0000

Enclosures:

Application

Map/description/sketch

Plot map of Barton property "Block G"

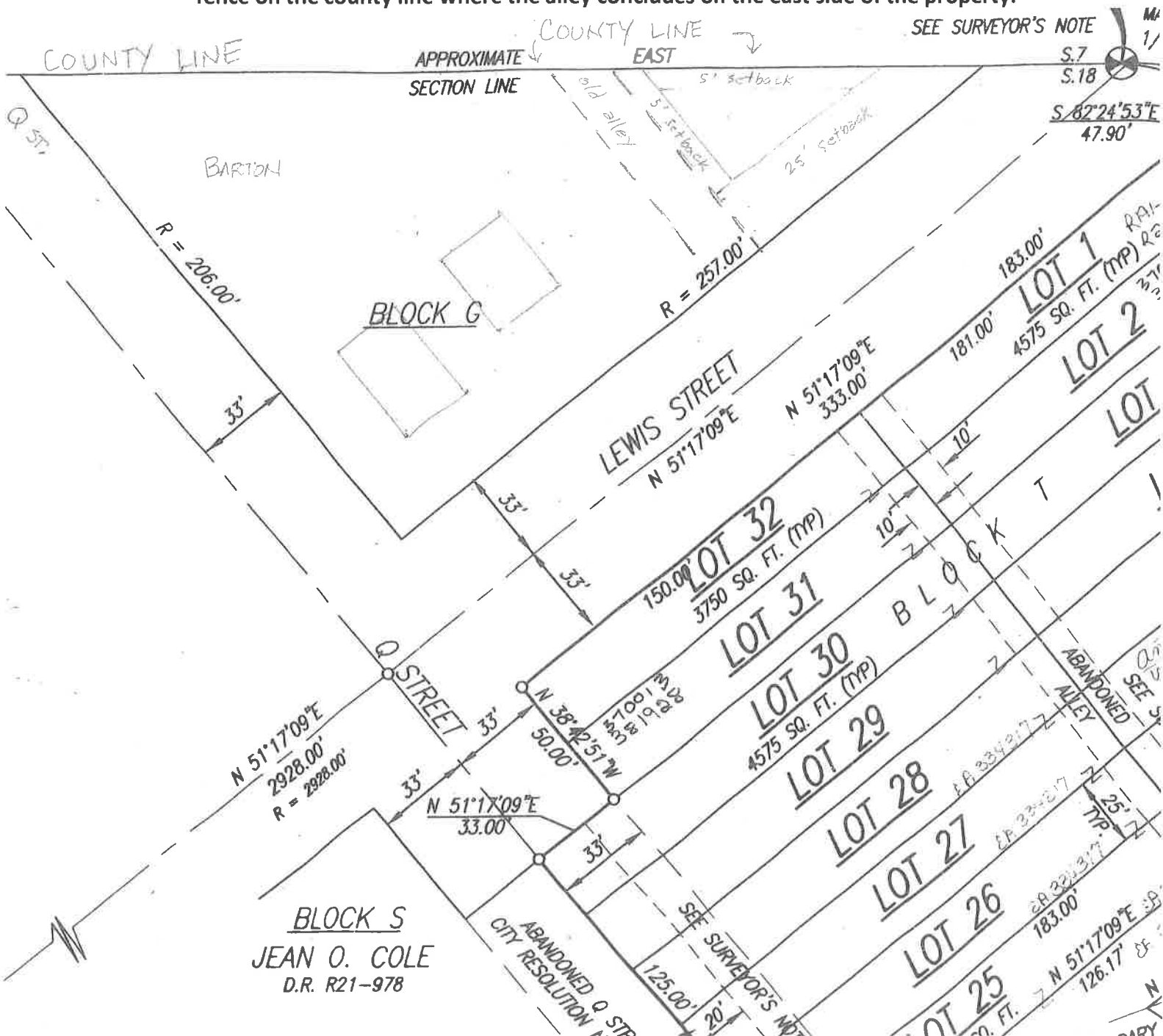
Neighbor names, address, phone number

Hallin and Asso. Photo sketch

Photos of alley

Title Report

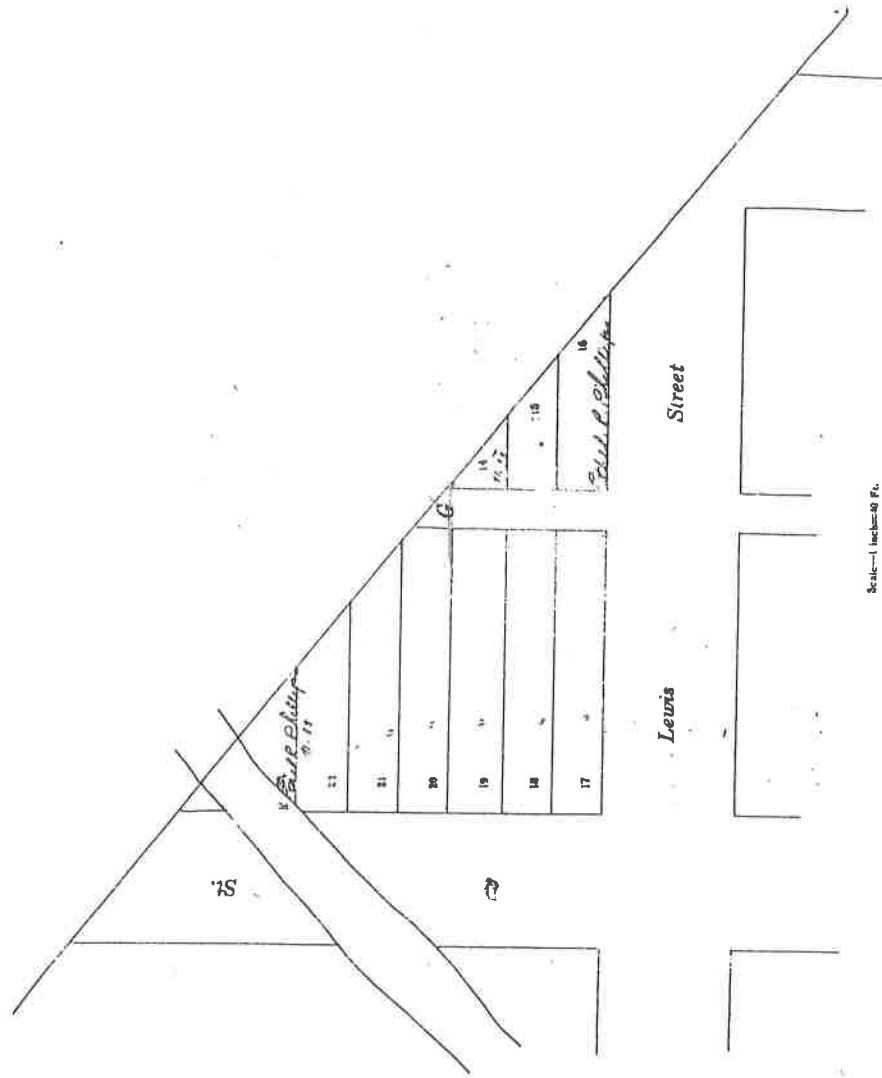
- a.) Alley located near the east end of Lewis St.
- b.) Alley marked below.
- c.) Applicant's property noted below with alley sitting in center of property.
- d.) Abutting County property owners are: Richard G. and Lessie R. Tonnesen at 1605 E. Lewis St. Phone# 406-222-3689. On March 14th, 2018, the Tonnesens stated they would not oppose the alley being vacated. There are no other properties touching this alley except the applicant's.
- e.) There is no utility service, or installation, including sewer, gas, water, electricity, phone or other in the alley. The Utility companies have done location siting work and marked "No Utilities" at this site numerous times over the last 6 years. City water is marked out on Lewis Street.
- f.) There are no buildings or fixtures adjacent to the alley. There is an old barbed wire fence on the county line where the alley concludes on the east side of the property.



6.) Neighbors whose land in the County butts up to Barton alley city property.

Richard G. and Lessie R. Tonnesen
1605 E. Lewis Street
Livingston, MT
406-222-3689

Block G



EXHIBIT

**A Sketch Of
THE PROPOSED ALLEY
ABANDONMENT IN BLOCK G
OF THE RIVERSIDE ADDITION
TO LIVINGSTON**

Plat No. 621

Tract B
C.O.S. 303

Located In The NW¹/₄ of Section 18,
Township 2 South, Range 10 East, P.M.M.
County Of Park, State Of Montana

Livingston City Limits

Section 7
Section 18

Block G
Julia Barron
Deed Rec. Doc. #368404

Alley
(To Be Abandoned)

Block G
Julia Barron
Deed Rec. Doc. #368404

C.O.S. 2470

Q Street

Lewis Street

Little Creek Bend

C.O.S. 1721

Block H

Block S

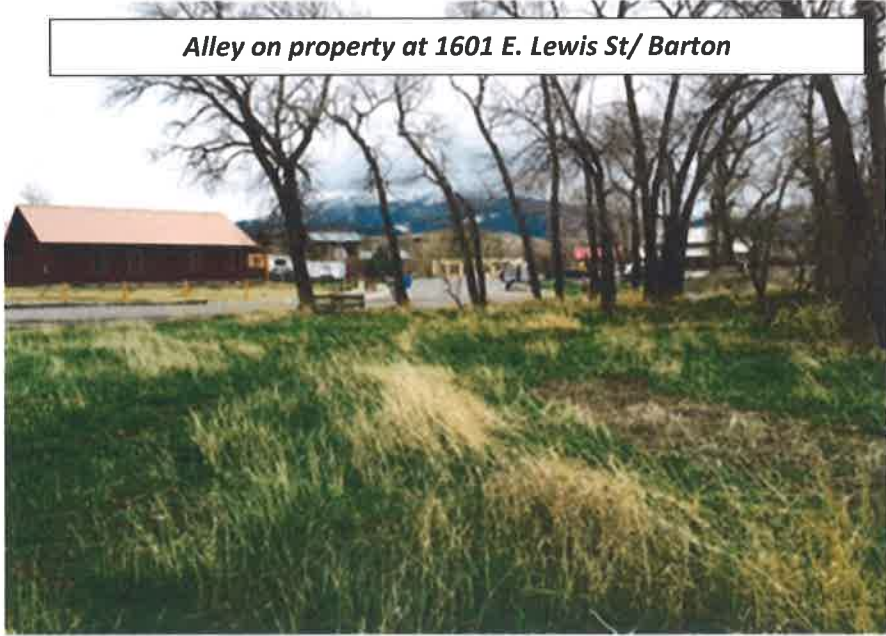
Note:
The aerial photograph is placed in a best-fit position for illustration purposes only. The photograph is warped in respect to the grid used this survey. Features in this photograph do not precisely match the location of surveyed features.



HALLIN & ASSOCIATES, PLLC
Professional Land Surveyors
1318 West Front Street
Livingston, Montana 59
(406) 222-1303

Drawn By:
K. Loberg
2-01-2018

Alley on property at 1601 E. Lewis St/ Barton



Looking north onto alley at 1601 E. Lewis St/ Barton



On alley, looking south on 1601 E. Lewis St /Barton



Backup material for agenda item:

- B. DISCUSS/ APPROVE/DENY - Authorize City Manager to sign the Host site application for the National Center for Appropriate Technology's energy Corp AmeriCorps Program (NCAT)**

NCAT Energy Corps 2018 – 2019 1700-hour Member Program Start-Up Timeline

June 4th, 2018

Host Site Applications due to NCAT by 5pm MDT, early applications are encouraged

June – August 2018

Member recruitment period (positions will be posted and open as soon as host site applications are approved and position descriptions agreed upon by both parties)

NCAT member screening and first round of interviews

July – August 31, 2018

Top applicants are sent to host sites for second interview

July 15 – September 2018

Selections made and positions offered to top candidates

October 1, 2018

Member orientation and training in Butte, MT

October 2, 2018

Members begin service at host sites

March 6-8, 2019

Mandatory Serve MT Symposium Training in Helena, MT

NCAT ENERGY CORPS AMERICORPS PROGRAM 2016-2017 Host Site Application Instructions

Introduction

Thank you for your interest in becoming a project Host Site with the National Center for Appropriate Technology's Energy Corps AmeriCorps Program. Energy Corps is a state AmeriCorps program created to help communities address unmet energy needs. The Energy Corps program provides Host Sites with energetic and passionate Energy Corps members who will work locally to provide energy conservation education, community energy planning and organizing and hands on energy projects which promote sustainable energy practices. This document contains information for organizations and agencies in Montana interested in the service of committed and skilled Energy Corps members to implement local energy projects.

Background

National Center for Appropriate Technology (NCAT)

The National Center for Appropriate Technology (NCAT) is a private, nonprofit (501c3) organization whose mission is "helping people by championing small-scale, local, and sustainable solutions to reduce poverty, promote healthy communities, and protect natural resources." Since 1976 NCAT has been serving economically disadvantaged people and communities to enhance their quality of life and their environment. The Energy Corps initiative is a continuation of NCAT's historical focus on fostering sustainable change by connecting people with local communities to develop energy solutions. More information about NCAT can be found at www.ncat.org.

AmeriCorps

The Governor's Office of Community Service (GOCS) and the Governor-appointed Montana Commission on Community Service were created in 1993 to promote and expand national service and volunteer opportunities in Montana. The Governor's Office of Community Service administers federal funding to AmeriCorps State programs in Montana. The federal funding is provided by the [Corporation for National and Community Service](#), an independent federal agency. The Corporation's mission is to improve lives, strengthen communities and foster civic engagement through service and volunteering. Throughout the country, Americans of all backgrounds are engaged in service to meet community needs. Thanks to a partnership between GOCS and NCAT, organizations and public agencies can expand their capacity through the Energy Corps program.

Energy Corps Objectives and 2016-2017 Performance Measures

The Energy Corps program, composed of AmeriCorps members, provide support and outreach for individuals, families and communities struggling with energy costs by performing hands on energy assistance, energy-conservation education and community energy planning and organizing. By forming collaborations with local non-profit organizations, community action agencies, local governments and energy service organizations, Energy Corps fosters community sustainability by addressing the challenges of rising energy prices and global climate change. The Energy Corps simultaneously launches AmeriCorps members into green-collar career pathways, providing them with the essential elements for good and secure jobs in the growing clean energy economy.

For the 2016-2017 program year, the Energy Corps program is committed to reaching the following performance measure outputs and outcomes. **Energy Corps member activities proposed by host sites must include activities in at least two of the following three service areas:**

- **Hands on Energy Assistance**

Output: members will provide hands-on energy assistance to 300 entities to include low-income home residents, public schools and community buildings with a demonstrated need.

Allowable Activities: Hands-on energy assistance will include weatherization and conservation activities; energy assessments, audits and consultations; and alternative and renewable energy activities. **Activities must be targeted towards individual homes and result in an individualized assessment.**

Outcome: 75% of entities receiving hands on assistance will report that services received are of high quality.

Data Collection: Members and host sites will be required to provide lists of individuals/households served, locations, an overview of services provided, and surveys from service recipients indicating quality of service.

- **Energy Education and Outreach**

Output: members will create energy awareness through education and outreach activities.

Members will conduct educational presentations, events and trainings in energy efficient and environmentally conscious practices for 5,000 individuals.

Allowable Activities: An educational event or presentation that qualifies under this performance measure involves at least 20 minutes of structured interaction with the target population and an opportunity for feedback from that target population. Energy Corps members must play a lead role in presenting or facilitating the content of the educational event. Content must focus on sustainable energy, environmentally conscious practices and/or sustainability planning.

Outcome: 3,000 individuals attending educational presentations will demonstrate an increase in knowledge regarding sustainable energy resources, energy efficiency, and other environmentally conscious practices..

Data Collection: Members and host sites will be required to provide lists of individuals attending presentations or trainings, locations, an overview of training curriculum, and surveys from attendees indicating change in learning.

- **Green Jobs Training and Skills Development**

Output: Energy Corps members will participate in training to develop green collar job skills.

Each member will complete a minimum of 50 hours of training in energy topics provided by an experienced energy trainer to develop green collar jobs skills. NCAT will provide the majority of these training opportunities, but encourage host sites to offer additional trainings when possible.

Allowable Activities: Trainings and certifications that qualify under this performance measure must be specific to green job skills trainings that will be marketable for the member after their term of service.

Outcome: Members will increase knowledge of energy topics, indicated by pre-post survey questions.

Data Collection: NCAT will conduct pre and post surveying of members to gauge increases in

knowledge. Host Site Supervisors will complete mid-term and final evaluations of members to assess job knowledge and performance.

Applications including other proposed energy activities for members will be considered as long as activities also include a main component of two of the above listed performance measures.

Opportunities for partnerships

NCAT invites organizations and agencies in Montana submit an application for one or more Energy Corps member slots for the 2016-2017 service term, September 2016 to August 2017. Eligible partners include non-profit organizations, state agencies and local governments, elementary and secondary schools, Indian tribes, colleges and universities, faith-based organizations or any combination of these or similar groups. Each member must serve a minimum of 1700 hours within the specified service term.

Though Energy Corps members may work on different tasks, all of the tasks must be aligned with the performance measures described above. Sample projects for Energy Corps members could include, but aren't limited to:

- Educating individuals about energy conservation or other environmentally conscious practices;
- Working with public housing authorities or community action agencies implementing green practices and improving energy efficiency in housing units
- Working with colleges, K-12 schools, or tribes interested in developing green campus/energy efficiency/renewable energy initiatives;
- Identifying the role of renewable energy opportunities relevant to the community.

Benefits to Host Sites

Organizations, agencies and campuses that participate as host sites experience numerous benefits including:

- Access to a committed AmeriCorps member who will serve at your agency for 11 months
- Ability to expand collaboration with similar organizations to address community issues;
- Assistance in building community capacity to address energy problems;
- Opportunity to serve as a personal and professional mentor;
- Direct connection to the national service movement.

Benefits to Energy Corps members

All Energy Corps members are enrolled in the AmeriCorps National Service initiative. As members, they receive the following benefits:

- An annual living allowance of \$12,530
- An education award of \$5,730 upon successful completion of service;
- Health and child care benefits;
- Student loan forbearance while enrolled in the program (Accrued interest on qualified loans is eligible for payment by the National Service Trust. Please note that not all loans are qualified for forbearance);
- Professional training opportunities and citizenship development.

NCAT role and responsibilities

- Manage national recruitment, application, and enrollment of members, including member contracts, in collaboration with Host Sites
- Conduct member background checks as required by and according to CNCS standards;
- Communicate expectations and procedures pertaining to the general Energy Corps program, member performance, and Host Site responsibilities;
- Provide pre-service orientation and training for members prior to placement at host site;
- Provide host site supervisors with training and materials necessary to successfully meet program requirements;
- Pay the living allowance to members on a bi-monthly basis. Members will submit time sheets and checks will be distributed according to the schedule given to members;
- Provide general liability insurance and Worker's Compensation;
- Facilitate the payment of an education award at the completion of service;
- Provide ongoing training and support for members;
- Prepare and submit required reports to the Montana Governor's Office of Community Service;
- Monitor members service progress as it relates to the grant requirements;
- Conduct mid-year site visits and assist the member when needed;
- Determine and communicate on a case-by-case basis the procedure for replacing a member that does not complete their service term. Member's completing less than 30% of their service hours have the possibility of being replaced. If a suitable replacement cannot be found, NCAT will provide the Host Site with a pro-rated reimbursement of the member cost-share contribution.

Expectations of Host Sites

Organizations, agencies, and campuses that serve as Energy Corps Host Sites are expected to fulfill the following responsibilities:

- Provide meaningful service work and member development opportunities (note that members cannot replace a staff position or serve as administrative help)
- Provide an agreed upon cost share to help support the member's living stipend;
- Sign and return Memorandum of Understanding before member begins service, formalizing their role as a Energy Corps host site;
- Pay invoice for host site cost share contribution within 30 days of receiving program Memorandum of Understanding;
 - If the Host is utilizing federal funds to pay the cost-share contribution, document the amount and source of those funds. All federal funds used for the purpose of paying cost-share contributions must be eligible to match to another federal grant. If using federal funds, Host Sites should check with the granting agency for eligibility information.
- Participate in host site orientation and maintain regular communication with Energy Corps staff;
- Participate in member recruitment and selection;
- Provide orientation, training and supervision necessary to meet the objectives outlined in the host site application (note that no more than 20% of a member's total hours can be devoted to training);
- Designate a Site Supervisor to set goals and objectives with measurable outcomes and oversee the Energy Corps member's progress toward the stated objectives;

- Provide suitable designated work space, as well as necessary equipment, supplies and travel costs to complete specified tasks;
- Verify, sign and submit member timesheets in a timely manner;
- Complete member performance evaluations and other reporting requirements;
- Release the member from the site for participation in AmeriCorps member trainings and events;
- Ensure members do not participate in AmeriCorps prohibited activities while charging time to the AmeriCorps program or at the request of program staff. Prohibited activities include lobbying, political, religious or advocacy activities;
- Assist the member and Energy Corps program staff in gathering meaningful service recipient feedback including changes in learning or behavior;
- Document in writing and communicate immediately to NCAT any member performance issues or other program concerns as outlined in the Energy Corps Supervisor Handbook;
- Follow the procedure outlined in the Supervisor Handbook to resolve any grievances documented between the Host Site and Energy Corps member and participate in the resolution of any grievances involving members.

Host site cost share

Each host site is required to provide a cash match contribution to help support the living allowance for each AmeriCorps member placed at their agency/organization. The cost share for full time members is \$11,500. Upon notification of application acceptance, host sites will be required to sign a Memorandum of Understanding agreeing to a cost share payment schedule.

Host site selection criteria

NCAT will take the following items into consideration when reviewing applications:

- Member activities at host sites will address compelling community needs that are consistent with Energy Corps objectives and performance measures;
- Identification of realistic, specific and measurable member objectives that help to meet the Energy Corps performance measures;
- The depth of impact the service activities will have on both the host site and larger community as well as plans for sustaining the work of the member beyond their term of service;
- Capacity of host site to provide effective supervision, mentoring and development opportunities for the member;
- Ability of host site to comply with program requirements, such as gathering feedback from service recipients.

Member recruitment, selection and placement

Once host sites are selected and the position descriptions are developed, NCAT will begin recruiting members and strives to recruit members both locally and nationally. Host sites are required to participate in the recruitment process for their own members. All potential members must complete an application (available online) and obtain two written references. When an application is submitted, candidates will be screened by NCAT. If an applicant passes the screening process, NCAT will conduct an initial interview. At that point, NCAT will pass along the top candidates to the host site for a second interview, more specific to the site activities. This second interview is initiated by the host site and arranged according to the schedules of the applicant and the host site supervisor. Final placement occurs when

both the applicant and host site agree to the match. Please note that NCAT, not the host site, will contact and make all final offers to selected applicants. NCAT will work with host sites to fill all requests, however, **acceptance of host site proposals does not guarantee placement of a member**. Openings will be filled as appropriate matches are made, until all slots are filled.

NCAT Energy Corps 2015-2016 Program Start-Up Timeline

April 29, 2016	Host Site Applications due to NCAT by 5pm MDT, early applications are encouraged
May 9-June 30, 2016	Member recruitment period (positions will be posted and open as soon as host site applications are approved and position descriptions agreed upon by both parties)
July 1-August 5, 2016	NCAT member screening and first round of interviews
August 8, 2016	Top applicants are sent to host sites for second interview
August 19, 2016	Selections made and positions offered to top candidate
TBD	Host Site Supervisor Orientation
September 16-18, 2016	Member orientation and training in Butte, MT
September 19, 2016	Members begin service at host sites

*please note that the dates above may be subject to change

Thank you for your interest in NCAT's Energy Corps AmeriCorps program. Please complete the attached Host Site Application and return it by **5pm MST on April 29, 2016 via mail, email, or fax**. If you have any questions about the application process or the Energy Corps program, contact Kaleena Miller at 406-533-6651 or kaleenam@ncat.org.

Submit completed applications via email, mail or fax to:

National Center for Appropriate Technology
Attn: Kaleena Miller
3040 Continental Drive
Butte, MT 59701
406-533-6651
406-494-2905 (fax)
kaleenam@ncat.org

**NCAT ENERGY CORPS AMERICORPS PROGRAM
2016-2017
Host Site Application**

Organization Name:

Address:

Phone:

Fax:

Website:

Contact Person:

Title:

Email:

Name of AmeriCorps member's direct supervisor:

Title:

Phone:

Email:

Number of member(s) requested:

If you have a particular individual in mind who might be interested in serving at your site, please provide contact information below:

Name:

Phone:

Email:

Narrative:

1. Describe your organization's and community's unmet needs and opportunities that the member's service activities will address.
2. Describe the service activities in which the AmeriCorps member will engage. Please be specific.
3. Describe expected accomplishments, results and how the host site and member will gather results-based feedback from service recipients.
4. Indicate how you plan to sustain these activities after the AmeriCorps program year has ended.
5. List any specific skills or qualifications this position might require.
6. Indicate the number of individuals an Energy Corps member or members will be able to reach within the definition of accepted performance measures discussed above, that otherwise would not have received assistance, through your host site activities. Refer to performance measures on page two.

Number of entities receiving hands-on energy assistance (may include weatherization and conservation activities; energy assessments, audits and consultations; and alternative and renewable energy activities) that meet the definition of accepted performance measures discussed above:

Number of individuals receiving education or training on energy and environmentally sustainable topics within the definition of accepted performance measures discussed above:

7. List opportunities for member development and training.
8. Members that will have "recurring access to vulnerable populations" during their service terms must pass an FBI fingerprint check in order to serve in the program.
 - **Definition of vulnerable populations:** children, elderly, people with disabilities
 - **Definition of recurring access:** access on more than one occasion or access that is not for a 1 day period or episodic in nature

Will member have recurring access to vulnerable populations during the course of their service term?

9. For continuation host sites only.

- Identify successes and challenges with previous Energy Corps projects and how a new member would continue and expand the initiatives of the previous member.
- Indicate any prospective changes in program supervision or staffing.

Please check below to indicate your ability to meet the following requirements:

- Cost Share:** \$11,500 cash match per full-time member
- Recruitment:** Participate in member recruitment efforts
- Work space:** Provide suitable work space and necessary equipment for member
- Supervision:** Provide on-site supervision, ensuring member activities adhere to program requirements and the member's position description
- Reporting:** Submit progress reports and evaluations to NCAT as agreed upon in the MOU

I have reviewed the NCAT Energy Corps AmeriCorps 2016-2017 Host Site Application information and submit this application on behalf of the above named agency.

Name:

Title:

Date: