



# Livingston City Commission Agenda

February 05, 2019

5:30 PM

Community Room City – County Complex,

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Public Comment

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

6. Consent Items

**A. APPROVE MINUTES FROM CITY COMMISSION MEETING 01/ 22/2019 PAGE 5**

**B. RATIFY CLAIMS FROM THE SECOND HALF OF JANUARY. PAGE 8**

**C. CONSENT - APPROVE PLEDGED SECURITIES FROM DECEMBER 2018 PAGE 34**

7. Proclamations

8. Scheduled Public Comment

**A. ENERGY CORPS MEMBER, CAMERON TEHRANCHI TO PRESENT PROJECT UPDATE TO THE LIVINGSTON CITY COMMISSION. PAGE 38**

**B. ROBERT MESTON TO PRESENT INFORMATION REGARDING THE NLC SERVICE LINE WARRANTY PROGRAM AVAILABLE TO MONTANA HOMEOWNERS. PAGE 41**

9. Public Hearings

10. Ordinances

11. Resolutions

**A. RESOLUTION NO. 4835 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH TISCHLERBISE, INC. TO UPDATE THE CITY'S IMPACT FEE STUDY. PAGE 49**

**B. RESOLUTION NO. 4836 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH TD & H ENGINEERING FOR THE 2019 LIVINGSTON CAPITAL IMPROVEMENT PLAN (CIP) STREET PROJECT AND THE 5TH TO 8TH ST SEWER MAIN REPLACEMENT PROJECT.**

**PAGE 70**

**C. RESOLUTION NO. 4837- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH WESTERN MUNICIPAL CONSTRUCTION OF MONTANA, INC.**

**PAGE 73**

12. Action Items

**A. DISCUSS/APPROVE/DENY- COMMISSION TO REVIEW PLANNING BOARDS REQUESTED CHANGE TO THE LIVINGSTON SUBDIVISION REGULATIONS, AND CITY MANAGERS RECOMMENDATION, AND DECIDE IF THE COMMISSION WOULD LIKE AN ORDINANCE DRAFTED TO IMPLEMENT RECOMMENDATION OF REPORT. PAGE 103**

**B. DISCUSS/APPROVE/DENY- COMMISSION TO REVIEW MARKETING AGREEMENT AND CONSIDER OFFERING NLC SERVICE LINE WARRANTY PROGRAM TO CITIZENS OF LIVINGSTON. PAGE 109**

**C. DISCUSS/APPROVE/DENY- CITY COMMISSION TO DIRECT CITY MANAGER TO CREATE AN ADVISORY COMMITTEE FOR IMPACT FEE STUDY.**

13. City Manager Comment

14. City Commission Comments

15. Adjournment

**Calendar of Events**

<b>Date</b>	<b>Time</b>	<b>Event</b>
February 8. 2019	8:30 AM	Coffee with the Commission Livingston Food Resource Center
February 11.2019	1:30-2:30	Angel Line Board Meeting East Room, City-County Complex
February 12. 2019	3:30 PM	Historic Preservation Board Meeting Community Room, City-County Complex
<b>February 18. 2019</b>	<b>All Day</b>	<b>President's Day, City Offices and Facilities Closed.</b>
February 19. 2019	5:30 PM	City Commission Meeting Community Room, City-County Complex
February 20.2019	8:30 AM	Urban Renewal Agency Meeting East Room, City-County Complex
February 20.2019	4:00 PM	Livingston-Park County Library Board Meeting Bev Stevenson Meeting Room- Library
February 20. 2019	5:30 PM	City Planning Board Meeting Community Room, City-County Complex
February 20.2019	7:00 PM	Sister City Board Meeting Bev Stevenson Meeting Room- Library
February 25. 2019	8:00 AM	City-County Airport Board Meeting Park County Commissioner's Meeting room
February 27. 2019	6:00 PM	Parks & Trails Board Meeting Community Room, City-County Complex

## Supplemental Material

<https://repoweringtheflathead.org/wp-content/uploads/Re-Powering-the-Flathead.pdf>

<http://cityofredlodge.net/wp-content/uploads/2018/01/ECP-Final-.pdf>

<https://www.bozeman.net/home/showdocument?id=5418>

### 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. APPROVE MINUTES FROM CITY COMMISSION MEETING 01.22.2019**

**LIVINGSTON CITY COMMISSION**

**MINUTES**

**January 22, 2019 6:30pm**

**City-County Complex, Community Room**

**1 Call to Order**

**2 Roll Call**

\* Hoglund, Schwarz, Friedman, Mabie, and Nootz were present

**3 Moment of Silence**

**4 Pledge of Allegiance**

**5 Fire Chief MacInnes introduced Abel Rios to Livingston City Commission.**

**6 Public Comments (00:02:41)**

\* Patrica Grabow made comments

**7 Consent Items (00:07:11)**

- \* Chair asked commission for motion to approve consent items A through D.
- \* Schwarz motioned to approve consent items A -D Friedman, seconded.
- \* All in favor, motion passed 5-0.

**8 Proclamations- Arborday Proclamation (00:08:19)**

**9 Scheduled Public Comment (00:10:24)**

**A. Barbara Oldershloff Yellowstone Bend Citizen Council (YBCC) the local chapter of the Northern Plains Resouce Council (NPRC) to share information with commission on Commerical Property-Assessed Clean Energy (C-Pace) Legislation.**

**10 Public Hearings**

**11 Ordinances**

**12 Resolutions (00:25:06)**

**A. RESOLUTION NO. 4834- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO AMEND THE FEE FOR RESIDENTIAL VARIANCE APPLICATIONS.**

- \* Kardoes made comments (00:25:19)
- \* Schwarz made comments (00:26:57)
- \* Hoglund made comments (00:27:34)
- Friedman made motion, Nootz seconded.
- All in favor, motion passes 5-0.

**13 Action Items (00:29:10)**

**A. DISCUSS/APPROVE/DENY- CITY MANAGER TO UPDATE COMMISSION REGARDING TAX INCREMENT URBAN RENEWAL BONDS.**

**B. DISCUSS/APPROVE/DENY- DIRECT CITY MANAGER TO ANALYZE YELLOWSTONE BEND CITIZEN COUNCIL (YBCC) & NORTHERN PLAINS RESOURCE COUNCIL (NPRC) LEGISLATION AND PROVIDE RECOMMENDATION (C-PACE) (00:31:17)**

- \* Kardoos made comments (00:31:19)
  - \* Schwarz made comments (00:35:13)
  - \* Nootz made comments (00:35:13)
  - \* Schwarz made comments (00:37:13)
  - \* Barb Oldershloff made clarifying statement (00:37:23)
  - \* Schwarz made motion to direct the City Manager to draft a letter of support for C-Pace to the State Legislature, Nootz seconded. (00:40:25)
  - \* Patrica Grabow made comments (00:41:03)
- All in favor, motion passes 5-0.

**C. DISCUSS/APPROVE/DENY- CITY COMMISSION TO DIRECT URBAN RENEWAL AGENCY TO UPDATE BY-LAWS AND ESTABLISH A BUDGETING PROCESS PRIOR TO JUNE 2019.**

- \* Mabie made comments (00:44:53)
  - \* Schwarz made comments (00:45:48)
  - \* Kardoos made comments (00:45:58)
  - \* Nootz made comments (00:47:21)
  - \* Schwarz made motion, Mabie seconded.
- All in favor, motion passes 5-0.

**14 City Manger Comments (00:51:15)**

- \* Hoglund made comments (00:52:02)
- \* Nootz made comments (00:53:23)

**15 City Commissioner Comments (00:55:27)**

- \* Nootz made comments (00:55:27)
  - Discussion amongst Commission & City Manager regarding Planning Board to update Commission with Scheduled Public Comment
  - \* Mabie made comments (01:17:49)
  - \* Friedman made comments- Happy 54th Wedding Anniversary (01:19:55)
  - \* Schwarz made comments (01:20:44)
  - \* Hoglund made comments (01:21:28)
- Hoglund thanked Dale Sexton and Kristen Gailbraith

**16 Adjournment (01:27:54) 7:58 pm**

**Backup material for agenda item:**

**B. RATIFY CLAIMS FROM THE SECOND HALF OF JANUARY.**

## Report Criteria:

Invoices with totals above \$0.00 included.

Only paid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>[Does not exist]</b>							
162	CENTURYLINK				.00	.00	
162	CENTURYLINK				.00	.00	
162	CENTURYLINK				.00	.00	
162	CENTURYLINK				.00	.00	
162	CENTURYLINK				.00	.00	
162	CENTURYLINK				.00	.00	
162	CENTURYLINK				.00	.00	
162	CENTURYLINK				.00	.00	
879	VERIZON WIRELESS		January Cell Phones	01/08/2019	.00	.00	
Total :					.00	.00	
Total :					.00	.00	

## General Fund

## 1000-103500 PETTY CASH-REC DIRECTOR

3762	CASH	SKATE2019	Skate/Basketball Petty Cash	01/02/2018	200.00	200.00	01/04/2019
------	------	-----------	-----------------------------	------------	--------	--------	------------

## 1000-203010 COURT BONDS PAYABLE

99999	MISC	TK2018-0461	Bond - H. Glenn	01/28/2019	690.00	690.00	01/30/2019
-------	------	-------------	-----------------	------------	--------	--------	------------

## 1000-351030 RESTITUTION

99999	MISC	012319	Restitution - J. Murno CR2016-00	01/23/2019	20.00	20.00	01/30/2019
99999	MISC	12319	Restitution - D. Munro CR2016-00	01/23/2019	20.00	20.00	01/30/2019
99999	MISC	TK2014-0120	Restitution - M. Cain TK2014-012	01/23/2019	500.00	500.00	01/23/2019
99999	MISC	TK2014-0120	Restitution - M. Cain	01/23/2019	50.00	50.00	01/30/2019
10000	MISKA, DIANE	CR2016-001	RESTITUTION COLLECTION DI	12/21/2018	20.00	20.00	01/25/2019
2595	TOWN & COUNTRY FOODS - LI	TK2016-0416	Restitution - J. Dawson	01/23/2019	14.97	14.97	01/30/2019
2595	TOWN & COUNTRY FOODS - LI	TK2018-0468	Restitutuion - C. Swoboda	01/23/2019	114.00	114.00	01/30/2019

## 1000-351033 PARKING

682	CENTRON SERVICES	20181127	Parking Collections	11/27/2018	33.35	33.35	01/07/2019
682	CENTRON SERVICES	3069- LIVINGS	Collections	12/27/2018	33.35	33.35	01/25/2019

Total :					1,695.67	1,695.67	
---------	--	--	--	--	----------	----------	--

## LEGISLATIVE

## 1000-401-410130-331 LEGAL NOTICES

146	LIVINGSTON ENTERPRISE	152385	Closed Work Session	12/14/2018	26.00	26.00	01/07/2019
-----	-----------------------	--------	---------------------	------------	-------	-------	------------

## 1000-401-410130-333 MEMBER/REGISTRATION FEES

3058	MUNICIPAL CODE CORPORATI	00323731	Subscription 01/01/19-01/31/19	01/17/2019	150.00	150.00	01/25/2019
------	--------------------------	----------	--------------------------------	------------	--------	--------	------------

## 1000-401-410130-368 R&amp;M-COMPUTER/OFFICE MACH

272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	64.17	64.17	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	10.50	10.50	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	3.00	3.00	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	7.00	7.00	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	435.87	435.87	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	70.88	70.88	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	60.20	60.20	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	20.09	20.09	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	20.57	20.57	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	8.83	8.83	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	13.91	13.91	01/30/2019
2907	SHI INTERNATIONAL CORP.	B08945343	Commission Ipad	10/05/2018	474.56	474.56	01/25/2019



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LEGISLATIVE:					1,365.58	1,365.58	
<b>JUDICIAL</b>							
<b>1000-402-410360-200 SUPPLIES</b>							
54	GATEWAY OFFICE SUPPLY	43200	Office Supplies	01/02/2019	20.58	20.58	01/14/2019
<b>1000-402-410360-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1086	Video Conf - Oct	01/09/2019	149.86	149.86	01/30/2019
272	PARK COUNTY	1086	Video Conf - Nov	01/09/2019	149.86	149.86	01/30/2019
272	PARK COUNTY	1086	Video Conf Sys Support - Annual	01/09/2019	690.00	690.00	01/30/2019
<b>1000-402-410360-370 TRAVEL/LODGING/MEALS</b>							
3184	MASTERCARD	HAPPE	Lodging 4 nights	01/01/2019	405.25	405.25	01/23/2019
Total JUDICIAL:					1,415.55	1,415.55	
<b>ADMINISTRATION</b>							
<b>1000-403-410400-333 MEMBER/REGISTRATION FEES</b>							
618	LIVINGSTON CHAMBER OF CO	18234A	2019 Membership	12/28/2018	300.00	300.00	01/14/2019
<b>1000-403-410400-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	25.67	25.67	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	4.20	4.20	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	1.20	1.20	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	2.80	2.80	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	174.35	174.35	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	28.35	28.35	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	24.08	24.08	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	8.03	8.03	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	8.23	8.23	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	3.53	3.53	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	5.57	5.57	01/30/2019
<b>1000-403-410400-370 TRAVEL/LODGING/MEALS</b>							
3184	MASTERCARD	FETTERHOFF	Strategic Planning Meeting	01/01/2019	22.27	22.27	01/23/2019
3184	MASTERCARD	KARDOES	Lodging	01/01/2019	138.21	138.21	01/23/2019
3184	MASTERCARD	KARDOES	Meals	01/01/2019	18.40	18.40	01/23/2019
3184	MASTERCARD	KARDOES	Meals	01/01/2019	49.00	49.00	01/23/2019
<b>1000-403-410400-824 OUTSIDE ENTITY SUPPORT</b>							
272	PARK COUNTY	1075	PC Transit Contribution	12/05/2018	5,000.00	5,000.00	01/03/2019
Total ADMINISTRATION:					5,813.89	5,813.89	
<b>FINANCIAL</b>							
<b>1000-404-410540-333 MEMBER/REGISTRATION FEES</b>							
3184	MASTERCARD	FETTERHOFF	Professional license renewal	01/01/2019	125.00	125.00	01/23/2019
3184	MASTERCARD	FETTERHOFF	Postage Stamps	01/01/2019	100.00	100.00	01/23/2019
<b>1000-404-410540-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	12.83	12.83	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	2.10	2.10	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	.60	.60	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	1.40	1.40	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	87.17	87.17	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	14.18	14.18	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	12.04	12.04	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	4.02	4.02	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	4.11	4.11	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	1.77	1.77	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	2.78	2.78	01/30/2019
<b>1000-404-410540-370 TRAVEL/LODGING/MEALS</b>							
3184	MASTERCARD	FETTERHOFF	Meals - Caselle Training	01/01/2019	177.12	177.12	01/23/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	FETTERHOFF	Travel - Caselle Training	01/01/2019	87.97	87.97	01/23/2019
3184	MASTERCARD	FETTERHOFF	Lodging - Caselle Training	01/01/2019	502.50	502.50	01/23/2019
<b>1000-404-410550-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	12.83	12.83	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	2.10	2.10	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	.60	.60	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	1.40	1.40	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	87.17	87.17	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	14.18	14.18	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	12.04	12.04	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	4.02	4.02	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	4.11	4.11	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	1.77	1.77	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	2.78	2.78	01/30/2019
<b>1000-404-410550-370 TRAVEL/LODGING/MEALS</b>							
3184	MASTERCARD	FETTERHOFF	Meals - Caselle Training	01/01/2019	177.12	177.12	01/23/2019
3184	MASTERCARD	FETTERHOFF	Travel - Caselle Training	01/01/2019	87.97	87.97	01/23/2019
3184	MASTERCARD	FETTERHOFF	Lodging - Caselle Training	01/01/2019	502.50	502.50	01/23/2019
<b>1000-404-410550-630 PAYING AGENT FEES/SER CHG</b>							
225	FIRST INTERSTATE BANK	304941	Safe Deposit Box	01/11/2019	25.00	25.00	01/30/2019
Total FINANCIAL:					2,071.18	2,071.18	
<b>PLANNING SERVICES</b>							
<b>1000-406-411030-200 SUPPLIES</b>							
3727	AAA CLEANING, LLC	01-2019PW	Bennett Street	01/31/2019	83.34	83.34	01/30/2019
3727	AAA CLEANING, LLC	20181231	PW Cleaning	12/31/2018	83.34	83.34	01/07/2019
102	INDUSTRIAL TOWEL	75224	Mat Cleaning	12/14/2018	8.52	8.52	01/07/2019
102	INDUSTRIAL TOWEL	76591	Mat Cleaning	12/28/2018	8.52	8.52	01/07/2019
<b>1000-406-411030-341 UTILITIES-GAS/ELECTRIC</b>							
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	219.83	219.83	01/25/2019
<b>1000-406-411030-343 UTILITIES-PHONES</b>							
272	PARK COUNTY	1075	Complex Phones-Nov	12/05/2018	4.97	4.97	01/03/2019
272	PARK COUNTY	1086	Complex Phones-Dec	01/09/2019	2.49	2.49	01/30/2019
<b>1000-406-411030-346 INTERNET SERVICE</b>							
3440	CHARTER COMMUNICATIONS	017985201041	414 E. Callender	01/04/2019	121.82	121.82	01/14/2019
3440	CHARTER COMMUNICATIONS	017987801041	330 Bennett Interne	01/04/2019	110.63	110.63	01/25/2019
<b>1000-406-411030-347 CELLULAR PHONE</b>							
879	VERIZON WIRELESS	9821843046	January Cell Phones	01/08/2019	38.74	38.74	01/25/2019
<b>1000-406-411030-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	14.76	14.76	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	2.42	2.42	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	.69	.69	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	1.61	1.61	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	100.25	100.25	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	16.30	16.30	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	13.84	13.84	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	4.62	4.62	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	4.73	4.73	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	2.03	2.03	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	3.20	3.20	01/30/2019
<b>1000-406-411030-394 INTERFUND GOVERNMENTAL SU</b>							
272	PARK COUNTY	1075	MT APCO - Conf Reg	12/05/2018	275.00	275.00	01/03/2019
Total PLANNING SERVICES:					1,121.65	1,121.65	
<b>LEGAL SERVICES</b>							

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1000-407-411100-200 SUPPLIES</b>							
54	GATEWAY OFFICE SUPPLY	43483	Supplies	01/22/2019	30.00	30.00	01/25/2019
<b>1000-407-411100-334 PUBLIC RELATION SUB/DUES</b>							
2823	THOMSON REUTERS - WEST	839549186	Information Charge	01/01/2019	292.74	292.74	01/14/2019
<b>1000-407-411100-350 PROFESSIONAL SERVICES</b>							
3184	MASTERCARD	PORTEEN	Law books	01/01/2019	124.95	124.95	01/23/2019
<b>1000-407-411100-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	25.67	25.67	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	4.20	4.20	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	1.20	1.20	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	2.80	2.80	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	174.35	174.35	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	28.35	28.35	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	24.08	24.08	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	8.03	8.03	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	8.23	8.23	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	3.53	3.53	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	5.57	5.57	01/30/2019
Total LEGAL SERVICES:					733.70	733.70	
<b>ADMINISTRATIVE SERVICES</b>							
<b>1000-409-410450-333 MEMBER/REGISTRATION FEES</b>							
3184	MASTERCARD	LOWY	Member/Registration Fees	01/01/2019	10.50	10.50	01/23/2019
3184	MASTERCARD	LOWY	Member/Registration Fees	01/01/2019	12.99	12.99	01/23/2019
<b>1000-409-410450-350 PROFESSIONAL SERVICES</b>							
3143	SAFETRAC	25655	CDL Services - December	12/01/2018	240.35	240.35	01/07/2019
3143	SAFETRAC	25864	CDL Services - January	01/01/2019	262.20	262.20	01/07/2019
3006	WFOCA'S FIRE SERVICE	2018-0924	Employment Ad	10/08/2018	575.00	575.00	01/07/2019
<b>1000-409-410450-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	12.83	12.83	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	2.10	2.10	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	.60	.60	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	1.40	1.40	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	87.17	87.17	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	14.18	14.18	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	12.04	12.04	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	4.02	4.02	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	4.11	4.11	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	1.77	1.77	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	2.78	2.78	01/30/2019
<b>1000-409-460442-231 REP &amp; MAINT SUPPLIES</b>							
3298	EXEC U CARE SERVICES, INC.	1726	December - Janitorial Service	12/27/2018	1,540.00	1,540.00	01/14/2019
98	GRAYBEAL'S ALL SERVICE	90618	Civic Center - East Unit	01/08/2019	90.00	90.00	01/14/2019
98	GRAYBEAL'S ALL SERVICE	90619	Civic Center - Office Furnace	01/08/2019	114.00	114.00	01/14/2019
98	GRAYBEAL'S ALL SERVICE	90620	Civic Center: Right Furnace	01/08/2019	80.00	80.00	01/14/2019
98	GRAYBEAL'S ALL SERVICE	90621	Civic Center - Left Furnace	01/08/2019	408.95	408.95	01/14/2019
98	GRAYBEAL'S ALL SERVICE	90622	Civic Center - Center Furnace	01/08/2019	80.00	80.00	01/14/2019
<b>1000-409-460442-320 PRINTING/DUPLICATING</b>							
1747	CANON FINANCIAL SERVICES, I	19566857	Copier lease	12/25/2018	76.10	76.10	01/07/2019
1747	CANON FINANCIAL SERVICES, I	19674899	Canon lease	01/22/2019	76.10	76.10	01/25/2019
<b>1000-409-460442-924 BUILDING IMPROV</b>							
776	KENYON NOBLE	6912430	Civic Center	12/30/2018	247.88	247.88	01/14/2019
3444	LOWY, LISA	6886161	Kenyon Noble	12/09/2018	165.91	165.91	01/14/2019
3184	MASTERCARD	LOWY	Stainless Steel sinks	01/01/2019	538.20	538.20	01/23/2019
3184	MASTERCARD	LOWY	Shelving	01/01/2019	179.99	179.99	01/23/2019
3184	MASTERCARD	LOWY	Shelving	01/01/2019	179.99	179.99	01/23/2019
3184	MASTERCARD	LOWY	Building supplies- Civic Center	01/01/2019	136.88	136.88	01/23/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3551	OUTHOUSE HEATING & PLUMBI	2375	Move Water Heater	12/14/2018	1,200.00	1,200.00	01/07/2019
<b>1000-409-460449-220 OPERATING SUPPLIES</b>							
3364	CITY OF LIVINGSTON	010218	USPS	01/02/2018	30.00	30.00	01/07/2019
54	GATEWAY OFFICE SUPPLY	42956	Office Supplies	12/11/2018	44.69	44.69	01/14/2019
26	LIVINGSTON ACE HARDWARE -	E10038	Mop	01/09/2019	40.95	40.95	01/14/2019
26	LIVINGSTON ACE HARDWARE -	E15436	Rec Supplies	01/23/2019	4.79	4.79	01/30/2019
3184	MASTERCARD	TARR	Operating Supplies	01/01/2019	3.29	3.29	01/23/2019
3184	MASTERCARD	TARR	Fraudlent charge reversal	01/01/2019	39.90-	39.90-	01/23/2019
3184	MASTERCARD	TARR	Fraudlent charge reversal	01/01/2019	150.00-	150.00-	01/23/2019
<b>1000-409-460449-226 RECREATION SUPPLIES</b>							
3364	CITY OF LIVINGSTON	010218	Coffee Crossing	01/02/2018	5.00	5.00	01/07/2019
26	LIVINGSTON ACE HARDWARE -	E07590	LED Tape	01/03/2019	17.20	17.20	01/14/2019
3184	MASTERCARD	LOWY	Recreation Supplies	01/01/2019	13.95	13.95	01/23/2019
3184	MASTERCARD	LOWY	Recreation Supplies	01/01/2019	2.79	2.79	01/23/2019
3184	MASTERCARD	TARR	Recreation Supplies	01/01/2019	67.10	67.10	01/23/2019
3184	MASTERCARD	TARR	Recreation Supplies	01/01/2019	137.79	137.79	01/23/2019
3184	MASTERCARD	TARR	Recreation Supplies	01/01/2019	93.78	93.78	01/23/2019
3184	MASTERCARD	TARR	Recreation Supplies	01/01/2019	5.49	5.49	01/23/2019
3184	MASTERCARD	TARR	Recreation Supplies	01/01/2019	3.99	3.99	01/23/2019
3586	TARR, MARGARET	011719	Target	01/17/2019	18.94	18.94	01/30/2019
3586	TARR, MARGARET	10419	Costco	01/04/2019	248.08	248.08	01/14/2019
3586	TARR, MARGARET	11719	Costco	01/17/2019	103.29	103.29	01/30/2019
3586	TARR, MARGARET	20181231	Supplies reimbursement	12/31/2018	152.20	152.20	01/07/2019
<b>1000-409-460449-316 INSTUCTOR/OFFICIAL FEES</b>							
3412	SKAGGS, MIKE	2018	Tiny Kickers Soccer	12/19/2018	544.00	544.00	01/07/2019
<b>1000-409-460449-346 INTERNET SERVICE</b>							
162	CENTURYLINK	406-222-0149-	Civic Center Internet	12/16/2018	98.94	98.94	01/07/2019
<b>1000-409-460449-347 CELLULAR PHONE</b>							
879	VERIZON WIRELESS	9821843046	January Cell Phones	01/08/2019	89.56	89.56	01/25/2019
<b>1000-409-460449-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
3387	J & H, Inc.	549014	Canon C250	01/09/2019	104.91	104.91	01/14/2019
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	38.50	38.50	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	6.30	6.30	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	1.80	1.80	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	4.20	4.20	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	261.52	261.52	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	42.53	42.53	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	36.12	36.12	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	12.05	12.05	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	12.34	12.34	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	5.30	5.30	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	8.35	8.35	01/30/2019
<b>1000-409-460449-370 TRAVEL/LODGING/MEALS</b>							
3184	MASTERCARD	LOWY	Meals	01/01/2019	32.48	32.48	01/23/2019
3184	MASTERCARD	LOWY	Meals	01/01/2019	100.00	100.00	01/23/2019
3832	POE, JACQUELYN	11019	Travel Reimbursement	01/08/2019	31.32	31.32	01/14/2019
Total ADMINISTRATIVE SERVICES:					8,591.68	8,591.68	
<b>FACILITY ADMIN/COMPLEX</b>							
<b>1000-421-411230-231 REP &amp; MAINT SUPPLIES</b>							
272	PARK COUNTY	1075	TP, Paper Towels, Can Liners 37	12/05/2018	97.11	97.11	01/03/2019
272	PARK COUNTY	1075	HAND SOAP 37%	12/05/2018	35.60	35.60	01/03/2019
272	PARK COUNTY	1075	TOILET BRUSH/CADDY 37%	12/05/2018	35.84	35.84	01/03/2019
<b>1000-421-411230-341 UTILITIES-GAS/ELECTRIC</b>							
151	NORTHWESTERN ENERGY	3120133-8	110 S B St	01/10/2019	204.93	204.93	01/25/2019
151	NORTHWESTERN ENERGY	3120134-6	112 S B St	01/10/2019	88.01	88.01	01/25/2019
151	NORTHWESTERN ENERGY	3286284-9	101 Star Road	01/08/2019	145.48	145.48	01/25/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
272	PARK COUNTY	1075	Oct-Power Bill	12/05/2018	2,171.35	2,171.35	01/03/2019
272	PARK COUNTY	1086	Nov power	01/09/2019	2,483.55	2,483.55	01/30/2019
272	PARK COUNTY	1086	Nov lights	01/09/2019	8.43	8.43	01/30/2019
<b>1000-421-411230-342 UTILITIES-WTR,SWR,GARB</b>							
147	LIVINGSTON UTILITY BILLING	16149	Star Rd	01/09/2019	47.83	47.83	01/14/2019
147	LIVINGSTON UTILITY BILLING	80013	B St	01/09/2019	51.14	51.14	01/14/2019
147	LIVINGSTON UTILITY BILLING	90016	City/County	01/09/2019	280.30	280.30	01/14/2019
<b>1000-421-411230-360 REP &amp; MAINT SERVICES</b>							
3727	AAA CLEANING, LLC	01-2019	B Street	01/31/2019	240.00	240.00	01/30/2019
3727	AAA CLEANING, LLC	2018123101	Finance Office Cleaning	12/31/2018	240.00	240.00	01/07/2019
131	CITY OF LIVINGSTON	1504	Annual Fire Line Fee	12/01/2018	32.38	32.38	01/14/2019
102	INDUSTRIAL TOWEL	75677	Mat Cleaning	12/20/2018	35.12	35.12	01/07/2019
102	INDUSTRIAL TOWEL	75940	Mat Cleaning	12/21/2018	33.63	33.63	01/07/2019
102	INDUSTRIAL TOWEL	77039	Mat Cleaning	01/03/2019	35.12	35.12	01/07/2019
102	INDUSTRIAL TOWEL	78460	Mat Cleaning	01/17/2019	35.12	35.12	01/25/2019
102	INDUSTRIAL TOWEL	78726	Mat Cleaning	01/18/2019	33.63	33.63	01/25/2019
272	PARK COUNTY	1075	Connect IT Lites to Generator- 37	12/05/2018	44.77	44.77	01/03/2019
272	PARK COUNTY	1075	Rplc Lites With LED Fixtures- 37	12/05/2018	305.99	305.99	01/03/2019
272	PARK COUNTY	1075	Winterize Crt House Sprklr- 37%	12/05/2018	55.50	55.50	01/03/2019
272	PARK COUNTY	1086	Elevator repair	01/09/2019	684.87	684.87	01/30/2019
272	PARK COUNTY	1086	Chain bungees-snowblower 37%	01/09/2019	11.16	11.16	01/30/2019
272	PARK COUNTY	1086	Service snow blower	01/09/2019	124.41	124.41	01/30/2019
272	PARK COUNTY	1086	supplies	01/09/2019	18.10	18.10	01/30/2019
272	PARK COUNTY	1086	Operating supplies	01/09/2019	13.02	13.02	01/30/2019
272	PARK COUNTY	1086	Replace faucet - complex mop sin	01/09/2019	137.78	137.78	01/30/2019
272	PARK COUNTY	1086	Drain strainers	01/09/2019	37.00	37.00	01/30/2019
272	PARK COUNTY	1086	Qtrly Alarm Monitoring	01/09/2019	35.52	35.52	01/30/2019
272	PARK COUNTY	1086	Spare HVAC Belt	01/09/2019	3.79	3.79	01/30/2019
272	PARK COUNTY	1086	Replace belts	01/09/2019	15.72	15.72	01/30/2019
272	PARK COUNTY	1086	Light bulbs	01/09/2019	293.60	293.60	01/30/2019
272	PARK COUNTY	1086	Remove Leaves-Cmplx Lwn 37%	01/09/2019	186.85	186.85	01/30/2019
272	PARK COUNTY	1086	Snow Removal Complex - 37%	01/09/2019	27.75	27.75	01/30/2019
272	PARK COUNTY	1086	Can liners	01/09/2019	29.66	29.66	01/30/2019
272	PARK COUNTY	1086	Supplies	01/09/2019	60.05	60.05	01/30/2019
<b>1000-421-411230-365 BUILDING REPAIR</b>							
272	PARK COUNTY	1075	Svc Call -Complex Generator 37	12/05/2018	57.72	57.72	01/03/2019
272	PARK COUNTY	1075	Spare Ignitor, Water Heater- 37%	12/05/2018	69.54	69.54	01/03/2019
272	PARK COUNTY	1075	Rpr Hot Water Heater- 37%	12/05/2018	32.93	32.93	01/03/2019
272	PARK COUNTY	1075	DarkHorse- Spreader 37%	12/05/2018	83.25	83.25	01/03/2019
272	PARK COUNTY	1075	PADLOCKS- 37%	12/05/2018	13.31	13.31	01/03/2019
272	PARK COUNTY	1075	PLUNGERS- 37%	12/05/2018	7.10	7.10	01/03/2019
272	PARK COUNTY	1075	Camera/Video Svc Call- 50%	12/05/2018	115.00	115.00	01/03/2019
272	PARK COUNTY	1075	Video Software Trng- 50%	12/05/2018	115.00	115.00	01/03/2019
272	PARK COUNTY	1075	SCREWS, CAULK- 37%	12/05/2018	10.57	10.57	01/03/2019
272	PARK COUNTY	1075	TORK SCREWS, LUMBER- 37%	12/05/2018	23.29	23.29	01/03/2019
<b>1000-421-411230-530 BUILDING &amp; OFFICE RENTAL</b>							
3519	OPPORTUNITY BANK OF MONT	2019-02	Office Rent	02/01/2019	1,775.00	1,775.00	01/28/2019
<b>1000-421-490500-610 PRINCIPAL</b>							
2393	MONTANA DEPT OF TRANSP	12032018	Mission Field Loan Paymen	12/03/2018	962.50	962.50	01/07/2019
<b>1000-421-490500-620 INTEREST</b>							
2393	MONTANA DEPT OF TRANSP	12032018	Mission Field Loan Paymen	12/03/2018	109.48	109.48	01/07/2019
Total FACILITY ADMIN/COMPLEX:					11,794.80	11,794.80	
<b>CENTRAL COMMUNICATIONS</b>							
<b>1000-422-411300-343 UTILITIES-PHONES</b>							
162	CENTURYLINK	406-222-4714	Finance Fax	01/04/2019	69.51	69.51	01/25/2019
272	PARK COUNTY	1075	Analog Line- Lobby Elevator- Oct	12/05/2018	7.23	7.23	01/03/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
272	PARK COUNTY	1075	LONG DISTANCE- Oct- City	12/05/2018	17.77	17.77	01/03/2019
272	PARK COUNTY	1075	Analog Line- Lobby Elevator- Nov	12/05/2018	7.23	7.23	01/03/2019
272	PARK COUNTY	1075	LONG DISTANCE- Nov- City	12/05/2018	17.77	17.77	01/03/2019
272	PARK COUNTY	1075	Complex Phones-Nov	12/05/2018	79.54	79.54	01/03/2019
272	PARK COUNTY	1086	Complex Phones-Dec	01/09/2019	84.49	84.49	01/30/2019
<b>1000-422-411300-345 WEBSITE</b>							
2894	REVIZE LLC	7615	Website Services	01/16/2019	4,080.00	4,080.00	01/25/2019
<b>1000-422-411300-346 INTERNET SERVICE</b>							
3440	CHARTER COMMUNICATIONS	017985201041	414 E. Callender	01/04/2019	5,259.68	5,259.68	01/14/2019
3440	CHARTER COMMUNICATIONS	017986001041	110 S. B Interne	01/04/2019	885.12	885.12	01/14/2019
<b>1000-422-411300-347 CELLULAR PHONE</b>							
879	VERIZON WIRELESS	9821843046	January Cell Phones	01/08/2019	59.91	59.91	01/25/2019
Total CENTRAL COMMUNICATIONS:					10,568.25	10,568.25	
<b>CENTRAL STORES</b>							
<b>1000-423-411700-210 OFFICE SUPPLIES</b>							
3184	MASTERCARD	SINGER	Cash Registers	01/01/2019	119.90	119.90	01/23/2019
<b>1000-423-411700-211 OFFICE SUPPLIES</b>							
54	GATEWAY OFFICE SUPPLY	43167	Office Supplies	12/28/2018	20.26	20.26	01/07/2019
3184	MASTERCARD	HOFFMAN	Portable hard drive	01/01/2019	59.99	59.99	01/23/2019
590	SAFEGUARD BUSINESS SYSTE	33221657	W-2 & 1099 forms	12/06/2018	165.10	165.10	01/07/2019
<b>1000-423-411700-236 FUEL/OIL/DIESEL</b>							
3353	STORY DISTRIBUTING	010505	Diesel 143g	12/05/2018	333.53	333.53	01/07/2019
3353	STORY DISTRIBUTING	010571	Diesel 550g	12/13/2018	1,292.34	1,292.34	01/07/2019
3353	STORY DISTRIBUTING	010622	Diesel 350g	12/18/2018	737.80	737.80	01/14/2019
3353	STORY DISTRIBUTING	011347	Diesel 235 g	12/27/2018	486.22	486.22	01/14/2019
3353	STORY DISTRIBUTING	014864	Diesel 250g	01/10/2019	1,999.84	1,999.84	01/25/2019
<b>1000-423-411700-310 COMM/TRANS(POSTAGE)</b>							
3184	MASTERCARD	FETTERHOFF	Postage	01/01/2019	24.99	24.99	01/23/2019
<b>1000-423-411700-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
1783	J & H OFFICE EQUIPMENT	23826975	Copier lease	12/01/2018	275.29	275.29	01/07/2019
1783	J & H OFFICE EQUIPMENT	24011443	Copier lease	01/03/2019	275.29	275.29	01/07/2019
3459	MCCI	15989	LF Support	12/26/2018	2,622.30	2,622.30	01/07/2019
3842	REDSTONE LEASING	4	Copier Lease	02/01/2019	203.07	203.07	01/07/2019
Total CENTRAL STORES:					8,615.92	8,615.92	
<b>LAW ENFORCEMENT</b>							
<b>1000-431-420100-220 OPERATING SUPPLIES</b>							
402	ALPINE ELECTRONICS RADIO	10252885	Batteries	12/21/2018	12.99	12.99	01/07/2019
728	BRIDGER COMMUNICATIONS	45355	Antenna Repair	06/18/2018	131.37	131.37	01/14/2019
728	BRIDGER COMMUNICATIONS	45369	Antenna Repair	07/05/2018	156.37	156.37	01/14/2019
23	CARQUEST AUTO PARTS	1912-431973	2032 Battery	01/17/2019	6.64	6.64	01/25/2019
738	SIRCHIE	0376764	Evidence collection	12/12/2018	170.80	170.80	01/14/2019
738	SIRCHIE	0378309	Evidence collection	12/20/2018	39.33	39.33	01/14/2019
<b>1000-431-420100-227 CAPTIAL OUTLAY LESS THAN</b>							
3667	PCS MOBILE	56216	Office Dock with US AC Adaptor	01/23/2019	405.66	405.66	01/25/2019
<b>1000-431-420100-231 REP &amp; MAINT SUPPLIES</b>							
22	ALL SERVICE TIRE & ALIGNME	56296	Oil Change	01/15/2019	45.00	45.00	01/25/2019
3378	AMERICAN AUTOMOTIVE	4470	13 Ford Police Interceptor Maint	01/23/2019	496.00	496.00	01/25/2019
294	CHAPPELL'S BODY SHOP, INC.	384	Prepaid car wash	01/18/2019	30.00	30.00	01/25/2019
2437	O'REILLY AUTOMOTIVE, INC	1558-153272	Wiper Blade	12/31/2018	28.49	28.49	01/14/2019
2437	O'REILLY AUTOMOTIVE, INC	1558-153998	Capsules	01/09/2019	76.38	76.38	01/30/2019
2437	O'REILLY AUTOMOTIVE, INC	1558-155160	Wiper Blade	01/22/2019	14.68	14.68	01/25/2019
<b>1000-431-420100-236 FUEL/OIL/DIESEL</b>							
2671	COMDATA	20310811	Fuel Police Dept.	01/01/2019	2,043.37	2,043.37	01/14/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1000-431-420100-310 COMM/TRANS(POSTAGE)</b>							
292	UPS STORE #2420, THE	6049	Police Shipment	12/28/2018	10.56	10.56	01/07/2019
292	UPS STORE #2420, THE	6363	Police Shipment	01/07/2019	12.02	12.02	01/14/2019
292	UPS STORE #2420, THE	MMMZPX3FM	Police Shipment	12/10/2018	10.19	10.19	01/07/2019
<b>1000-431-420100-311 COMPUTER LEASE</b>							
3651	MARLIN BUSINESS BANK	16567061	10 Getac tablets	12/24/2018	3,344.23	3,344.23	01/07/2019
3651	MARLIN BUSINESS BANK	16661394	5 Getac Rugged Comp	01/24/2019	1,442.63	1,442.63	01/30/2019
<b>1000-431-420100-320 PRINTING/DUPLICATING</b>							
3184	MASTERCARD	JOHNSON	PO Box renewal	01/01/2019	120.00	120.00	01/23/2019
<b>1000-431-420100-343 UTILITIES-PHONES</b>							
272	PARK COUNTY	1075	Complex Phones-Nov	12/05/2018	34.81	34.81	01/03/2019
272	PARK COUNTY	1086	Complex Phones-Dec	01/09/2019	34.79	34.79	01/30/2019
<b>1000-431-420100-347 CELLULAR PHONE</b>							
272	PARK COUNTY	1075	NOV GTAC SERVICE - COL	12/05/2018	420.56	420.56	01/03/2019
272	PARK COUNTY	1086	Dec GTAC	01/09/2019	504.09	504.09	01/30/2019
<b>1000-431-420100-350 PROFESSIONAL SERVICES</b>							
1249	BOZEMAN DEACONESS	303784835	Forensic sexual assaut kit	01/06/2019	823.43	823.43	01/25/2019
55	LIVINGSTON HEALTH CARE	200002268	Collection Handling Fee	01/04/2019	28.00	28.00	01/25/2019
3645	SLEEPING GIANT ANIMAL CLINI	13744	Immunizations for Bobi	12/21/2018	81.00	81.00	01/07/2019
3376	TRANSUNION RISK & ALTERNA	12/01/2018-12/	investigative research	01/01/2019	25.00	25.00	01/25/2019
3237	WHISTLER TOWING, LLC	102518	Tow 79 Arrow	10/25/2018	85.00	85.00	01/14/2019
3237	WHISTLER TOWING, LLC	3417	Install Radar System	01/04/2019	272.85	272.85	01/14/2019
<b>1000-431-420100-360 REP &amp; MAINT SERVICES</b>							
22	ALL SERVICE TIRE & ALIGNME	56323	Oil Change	01/18/2019	48.00	48.00	01/25/2019
3378	AMERICAN AUTOMOTIVE	4470	13 Ford Police Interceptor Maint	01/23/2019	1,080.69	1,080.69	01/25/2019
<b>1000-431-420100-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	205.34	205.34	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	33.59	33.59	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	9.60	9.60	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	22.40	22.40	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	1,394.78	1,394.78	01/03/2019
272	PARK COUNTY	1075	ESRI Licenses for GTac's	12/05/2018	772.00	772.00	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	226.75	226.75	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	192.62	192.62	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	64.27	64.27	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	65.83	65.83	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	28.27	28.27	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	44.52	44.52	01/30/2019
<b>1000-431-420100-370 TRAVEL/LODGING/MEALS</b>							
3010	EMANUAL, ANDREW	TRAINING- HE	Travel Expense Reimbursement-	01/10/2019	194.66	194.66	01/25/2019
3184	MASTERCARD	JOHNSON	Lodging	01/01/2019	218.00	218.00	01/23/2019
3184	MASTERCARD	JOHNSON	Lodging	01/01/2019	410.32	410.32	01/23/2019
3184	MASTERCARD	JOHNSON	Lodging	01/01/2019	81.18	81.18	01/23/2019
<b>1000-431-420100-380 TRAINING SERVICES</b>							
1729	WICKLANDER-ZULAWSKI & AS	16466	Training - Hildebrand	01/03/2019	495.00	495.00	01/14/2019
Total LAW ENFORCEMENT:					16,494.06	16,494.06	
<b>FIRE</b>							
<b>1000-441-420400-210 OFFICE SUPPLIES</b>							
54	GATEWAY OFFICE SUPPLY	43122	Office Supplies	12/27/2018	5.00	5.00	01/07/2019
<b>1000-441-420400-220 OPERATING SUPPLIES</b>							
3371	BALCO UNIFORM COMPANY, IN	52092	Uniforms	12/21/2018	98.00	98.00	01/07/2019
3	BIG SKY FIRE EQUIPMENT/AFFI	0389016	Firefighter helmet	01/04/2019	350.00	350.00	01/25/2019
63	HOUSE OF CLEAN	224634-00	Supplies	12/28/2018	115.30	115.30	01/07/2019
63	HOUSE OF CLEAN	225270	Paper Towel Dispenser	01/21/2019	72.27	72.27	01/25/2019
3455	INDUSTRIAL COMM & ELEC OF	31432	Radio Antennas/Holsters	12/19/2018	136.50	136.50	01/07/2019
26	LIVINGSTON ACE HARDWARE -	100034142040	Fasteners	01/14/2019	4.40	4.40	01/25/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
26	LIVINGSTON ACE HARDWARE -	E17751	Batteries	01/29/2019	13.99	13.99	01/30/2019
26	LIVINGSTON ACE HARDWARE -	X16520	Station Supplies	12/24/2018	27.17	27.17	01/07/2019
468	LIVINGSTON FIRE SERVICE, IN	15059	Extinguishers annual	01/18/2019	203.85	203.85	01/25/2019
34	MOUNTAIN AIR SPORTS	9333	New Hire Uniform	12/18/2018	108.00	108.00	01/07/2019
2604	MUNICIPAL EMERGENCY SERV	IN1296742	Supplies	01/04/2019	147.68	147.68	01/25/2019
2299	RIVER BEND THREADS	1274	New fire jackets	01/14/2019	169.95	169.95	01/25/2019
3361	SPARK LASER CREATIONS	1252	Firefighter name plates	01/13/2019	20.00	20.00	01/25/2019
2595	TOWN & COUNTRY FOODS - LI	122818	823-6002 Cleaning Supply	12/28/2018	22.75	22.75	01/07/2019
2629	WITMER PUBLIC SFETY GROUP	E1805101	Helmet Shield	01/26/2019	50.98	50.98	01/30/2019
<b>1000-441-420400-230 REP &amp; MAINT SUPPLIES</b>							
26	LIVINGSTON ACE HARDWARE -	E01840	Soldering Iron	12/19/2018	19.99	19.99	01/07/2019
<b>1000-441-420400-232 REP &amp; MAINT-VEHICLES</b>							
3739	FIRE APPARATUS REPAIR, LLC	4988	E1 Repair	12/27/2018	882.45	882.45	01/25/2019
3739	FIRE APPARATUS REPAIR, LLC	4989	E-2 Maintenance	12/27/2018	664.03	664.03	01/25/2019
<b>1000-441-420400-236 FUEL/OIL/DIESEL</b>							
2671	COMDATA	20310813	Fire/EMS Fuel	01/01/2019	624.21	624.21	01/07/2019
<b>1000-441-420400-341 UTILITIES-GAS/ELECTRIC</b>							
151	NORTHWESTERN ENERGY	3015965-1	330 Bennett - Fire Training Center	01/15/2019	95.73	95.73	01/25/2019
<b>1000-441-420400-343 UTILITIES-PHONES</b>							
272	PARK COUNTY	1075	Complex Phones-Nov	12/05/2018	22.36	22.36	01/03/2019
272	PARK COUNTY	1086	Complex Phones-Dec	01/09/2019	22.36	22.36	01/30/2019
<b>1000-441-420400-347 CELLULAR PHONE</b>							
879	VERIZON WIRELESS	9821843046	January Cell Phones	01/08/2019	124.80	124.80	01/25/2019
<b>1000-441-420400-360 REP &amp; MAINT SERVICES</b>							
3455	INDUSTRIAL COMM & ELEC OF	31390	Radio Repair	12/06/2018	216.00	216.00	01/07/2019
10000	JOHNSON ELECTRIC, LLC.	7202	Fire Department Power Supply	01/07/2019	580.75	580.75	01/30/2019
<b>1000-441-420400-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	77.00	77.00	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	12.60	12.60	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	3.60	3.60	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	8.40	8.40	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	523.04	523.04	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	85.05	85.05	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	72.23	72.23	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	24.10	24.10	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	24.68	24.68	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	10.60	10.60	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	16.70	16.70	01/30/2019
<b>1000-441-420400-370 TRAVEL/LODGING/MEALS</b>							
3585	KELLEY, DARREN	20181231	Travel reimbursement	12/20/2018	222.79	222.79	01/07/2019
3184	MASTERCARD	HARRINGTON	Meals	01/01/2019	119.97	119.97	01/23/2019
3184	MASTERCARD	MACINNIS	Training supplies	01/01/2019	84.76	84.76	01/23/2019
3184	MASTERCARD	WULF	Grocery Stores Supermarkets	01/01/2019	49.99	49.99	01/23/2019
3184	MASTERCARD	WULF	Grocery Stores Supermarkets	01/01/2019	49.99	49.99	01/23/2019
3184	MASTERCARD	WULF	Training supplies	01/01/2019	87.35	87.35	01/23/2019
2595	TOWN & COUNTRY FOODS - LI	121018	823-6002 Hiring Supply	12/10/2018	44.09	44.09	01/07/2019
2595	TOWN & COUNTRY FOODS - LI	4068236002	Training Supplies	01/10/2019	41.43	41.43	01/25/2019
2178	WULF, NATHAN E.	TRAINING- BIL	Travel Expense Reimbursement-	01/06/2019	138.00	138.00	01/25/2019
<b>1000-441-420400-380 TRAINING SERVICES</b>							
2631	MONTANA STATE - FIRE SERVI	34-129	Firefighter1 Cert	12/13/2018	95.00	95.00	01/07/2019
2631	MONTANA STATE - FIRE SERVI	34-132	Emter FF1 Cert	01/10/2019	95.00	95.00	01/25/2019
<b>1000-441-420400-976 VEHICLES</b>							
3541	MONTANA AUTO TRADERS	20190128	2011 CHEVY SILVERADO 1500	01/28/2019	8,794.50	8,794.50	01/29/2019
<b>1000-441-420402-148 CLOTHING ALLOWANCE</b>							
3371	BALCO UNIFORM COMPANY, IN	51630	Reserve Uniform	11/29/2018	130.10	130.10	01/07/2019
3371	BALCO UNIFORM COMPANY, IN	52073	Gilbert- Reserve Uniform	01/10/2019	98.00	98.00	01/25/2019



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FIRE:					15,607.51	15,607.51	
<b>BUILDING INSPECTOR</b>							
<b>1000-443-420403-232 REP &amp; MAINT-VEHICLES</b>							
2	A-1 MUFFLER, INC.	65523	49-629 lube, oil, filter, replaced flui	01/24/2019	238.00	238.00	01/25/2019
<b>1000-443-420403-343 UTILITIES-PHONES</b>							
272	PARK COUNTY	1075	Complex Phones-Nov	12/05/2018	4.97	4.97	01/03/2019
272	PARK COUNTY	1086	Complex Phones-Dec	01/09/2019	2.48	2.48	01/30/2019
<b>1000-443-420403-346 INTERNET SERVICE</b>							
3440	CHARTER COMMUNICATIONS	017985201041	414 E. Callender	01/04/2019	121.88	121.88	01/14/2019
3440	CHARTER COMMUNICATIONS	017987801041	330 Bennett Interne	01/04/2019	110.64	110.64	01/25/2019
<b>1000-443-420403-347 CELLULAR PHONE</b>							
879	VERIZON WIRELESS	9821843046	January Cell Phones	01/08/2019	38.74	38.74	01/25/2019
<b>1000-443-420403-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	10.91	10.91	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	1.79	1.79	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	.51	.51	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	1.19	1.19	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	74.10	74.10	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	12.05	12.05	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	10.23	10.23	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	3.41	3.41	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	3.50	3.50	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	1.50	1.50	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	2.37	2.37	01/30/2019
Total BUILDING INSPECTOR:					638.27	638.27	
<b>ANIMAL CONTROL</b>							
<b>1000-454-440640-220 OPERATING SUPPLIES</b>							
3184	MASTERCARD	JOHANSSON	Calender	01/01/2019	9.24	9.24	01/23/2019
<b>1000-454-440640-236 FUEL/OIL/DIESEL</b>							
2671	COMDATA	20310812	PW Fuel	01/01/2019	30.87	30.87	01/07/2019
<b>1000-454-440640-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	12.83	12.83	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	2.10	2.10	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	.60	.60	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	1.40	1.40	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	87.17	87.17	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	14.18	14.18	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	12.04	12.04	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	4.02	4.02	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	4.11	4.11	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	1.77	1.77	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	2.78	2.78	01/30/2019
Total ANIMAL CONTROL:					183.11	183.11	
<b>ROAMING CREW</b>							
<b>1000-455-430100-220 OPERATING SUPPLIES</b>							
3184	MASTERCARD	JOHANSSON	Dog Bags	01/01/2019	1,117.83	1,117.83	01/23/2019
<b>1000-455-430100-224 JANITOR CONTRACT/SUPPLIES</b>							
3727	AAA CLEANING, LLC	01-2019PW	Bennett Street	01/31/2019	83.34	83.34	01/30/2019
3727	AAA CLEANING, LLC	20181231	PW Cleaning	12/31/2018	83.34	83.34	01/07/2019
<b>1000-455-430100-346 INTERNET SERVICE</b>							
3440	CHARTER COMMUNICATIONS	017985201041	414 E. Callender	01/04/2019	146.26	146.26	01/14/2019
3440	CHARTER COMMUNICATIONS	017987801041	330 Bennett Interne	01/04/2019	132.77	132.77	01/25/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1000-455-430100-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	6.67	6.67	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	1.09	1.09	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	.31	.31	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	.73	.73	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	45.33	45.33	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	7.37	7.37	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	6.26	6.26	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	2.09	2.09	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	2.14	2.14	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	.92	.92	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	1.45	1.45	01/30/2019
<b>1000-455-430930-341 UTILITIES-GAS/ELECTRIC</b>							
59	NORTHERN ENERGY	3087006886	Propane	01/05/2019	1,026.02	1,026.02	01/14/2019
<b>1000-455-430930-361 REP &amp; MAINT-GENERAL</b>							
2112	CHURCHILL EQUIPMENT CO., I	1N26352	Parts Grasshopper mower	12/04/2018	235.72	235.72	01/07/2019
15	JOHN DEERE FINANCIAL	602511	Gator parts	12/04/2018	51.22	51.22	01/07/2019
<b>1000-455-430930-362 REP &amp; MAINT-VEHICLES</b>							
23	CARQUEST AUTO PARTS	1912-428338	Supplies	11/27/2018	49.40	49.40	01/07/2019
<b>1000-455-430950-236 FUEL/OIL/DIESEL</b>							
2671	COMDATA	20310812	PW Fuel	01/01/2019	291.97	291.97	01/07/2019
<b>1000-455-430950-341 UTILITIES-GAS/ELECTRIC</b>							
151	NORTHWESTERN ENERGY	0709870-0	G Street Park - 422 S G	01/15/2019	172.80	172.80	01/25/2019
151	NORTHWESTERN ENERGY	0709878-3	227 River Dr Concessions and lig	01/10/2019	31.65	31.65	01/25/2019
151	NORTHWESTERN ENERGY	0709879-1	227 River Drive - Softball Field	01/10/2019	7.93	7.93	01/25/2019
151	NORTHWESTERN ENERGY	0709891-6	Cemetery Road Shop - 15 Fleshm	01/15/2019	10.46	10.46	01/25/2019
151	NORTHWESTERN ENERGY	0720176-7	Weimer Park	01/15/2019	6.70-	6.70-	01/25/2019
151	NORTHWESTERN ENERGY	1155965-5	229 River Drive	01/15/2019	5.56	5.56	01/25/2019
151	NORTHWESTERN ENERGY	1906055-7	815 North 13th - Soccer Fields	01/16/2019	1.04	1.04	01/25/2019
151	NORTHWESTERN ENERGY	2138754-3	G Street Park - Mike Webb Park	01/15/2019	22.09-	22.09-	01/25/2019
151	NORTHWESTERN ENERGY	3210240-2	616 River Drive	01/15/2019	5.78	5.78	01/25/2019
<b>1000-455-430950-342 UTILITIES-WTR,SWR,GARB</b>							
147	LIVINGSTON UTILITY BILLING	16214	Cemetery	01/09/2019	23.67	23.67	01/14/2019
147	LIVINGSTON UTILITY BILLING	4601	Mars Park	01/09/2019	128.51	128.51	01/14/2019
147	LIVINGSTON UTILITY BILLING	4638	Soccer Fieldhouse	01/09/2019	42.04	42.04	01/14/2019
147	LIVINGSTON UTILITY BILLING	50000010	Parks	01/09/2019	134.81	134.81	01/14/2019
<b>1000-455-430950-343 UTILITIES-PHONES</b>							
162	CENTURYLINK	406-222-6436	Park dept	01/04/2019	106.10	106.10	01/25/2019
<b>1000-455-430950-346 INTERNET SERVICE</b>							
2087	WISPWEST.NET	455193	Civic Center	01/02/2019	45.32	45.32	01/07/2019
2087	WISPWEST.NET	457364	Pool	01/02/2019	10.00	10.00	01/07/2019
<b>1000-455-430950-347 CELLULAR PHONE</b>							
879	VERIZON WIRELESS	9821843046	January Cell Phones	01/08/2019	38.74	38.74	01/25/2019
<b>1000-455-430950-362 REP &amp; MAINT-VEHICLES</b>							
2437	O'REILLY AUTOMOTIVE, INC	1558-152828	Conditioner	12/24/2018	5.49	5.49	01/07/2019
<b>1000-455-430950-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	38.50	38.50	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	6.30	6.30	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	1.80	1.80	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	4.20	4.20	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	261.52	261.52	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	42.53	42.53	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	36.12	36.12	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	12.05	12.05	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	12.34	12.34	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	5.30	5.30	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	8.35	8.35	01/30/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1000-455-430950-402 TREE MAINTENANCE</b>							
3237	WHISTLER TOWING, LLC	100045543095	2 vehicle towed	01/15/2019	85.00	85.00	01/25/2019
<b>1000-455-460430-231 REP &amp; MAINT SUPPLIES</b>							
2904	FISHER SAND AND GRAVEL	80063	3/8 Round	11/30/2018	389.67	389.67	01/07/2019
54	GATEWAY OFFICE SUPPLY	42888	Office Supplies	12/04/2018	6.16	6.16	01/07/2019
15	JOHN DEERE FINANCIAL	603344	Playground	12/10/2018	233.20	233.20	01/07/2019
776	KENYON NOBLE	6892147	Loft Storage Area	12/13/2018	173.02	173.02	01/07/2019
776	KENYON NOBLE	6893150	Storage Shop	12/13/2018	79.96	79.96	01/07/2019
776	KENYON NOBLE	6893214	Storage Shop	12/13/2018	4.98	4.98	01/07/2019
776	KENYON NOBLE	6894440	Joist Hanger	12/14/2018	53.86	53.86	01/07/2019
776	KENYON NOBLE	6897220	Storage Stairs	12/17/2018	99.08	99.08	01/07/2019
776	KENYON NOBLE	6897603	Plywood	12/17/2018	97.66	97.66	01/07/2019
776	KENYON NOBLE	6898198	Supplies	12/17/2018	6.15	6.15	01/07/2019
776	KENYON NOBLE	6898203	Supplies	12/17/2018	14.10	14.10	01/07/2019
776	KENYON NOBLE	6899217	Screws	12/18/2018	12.61	12.61	01/07/2019
776	KENYON NOBLE	6900219	Wood	12/18/2018	45.30	45.30	01/07/2019
776	KENYON NOBLE	6900365	Wood	12/18/2018	5.98	5.98	01/07/2019
26	LIVINGSTON ACE HARDWARE -	D94515	Civic Center	12/04/2018	29.97	29.97	01/07/2019
26	LIVINGSTON ACE HARDWARE -	D95234	Pole Saw	12/05/2018	19.49	19.49	01/14/2019
26	LIVINGSTON ACE HARDWARE -	D97401	Civic Center	12/10/2018	39.97	39.97	01/07/2019
26	LIVINGSTON ACE HARDWARE -	D99260	Drill Bit	12/18/2018	4.19	4.19	01/07/2019
26	LIVINGSTON ACE HARDWARE -	E01554	Fasteners	12/18/2018	28.28	28.28	01/07/2019
26	LIVINGSTON ACE HARDWARE -	E01761	Earmuff	12/19/2018	30.98	30.98	01/07/2019
26	LIVINGSTON ACE HARDWARE -	E02261	Parts	12/20/2018	53.34	53.34	01/07/2019
26	LIVINGSTON ACE HARDWARE -	E04063	Clamp	12/24/2018	3.98	3.98	01/07/2019
26	LIVINGSTON ACE HARDWARE -	E05537	Toolbox	12/28/2018	51.98	51.98	01/14/2019
26	LIVINGSTON ACE HARDWARE -	X16409	Duct Tape	12/20/2018	16.59	16.59	01/07/2019
3184	MASTERCARD	SCHNEIDER	Push button hoist switch	01/01/2019	8.78	8.78	01/23/2019
3659	RIVERSIDE HARDWARE LLC	60037	Hammer Bit	12/13/2018	8.99	8.99	01/07/2019
<b>1000-455-460430-361 REP &amp; MAINT-GENERAL</b>							
776	KENYON NOBLE	6927115	Playground Equipment G Street	01/11/2019	97.74	97.74	01/30/2019
26	LIVINGSTON ACE HARDWARE -	E10398	Supplies	01/10/2019	63.32	63.32	01/30/2019
26	LIVINGSTON ACE HARDWARE -	X17260	Supplies	01/07/2019	13.58	13.58	01/30/2019
<b>1000-455-460430-362 REP &amp; MAINT-VEHICLES</b>							
26	LIVINGSTON ACE HARDWARE -	D91113	Dump Truck	11/27/2018	7.59	7.59	01/07/2019
2437	O'REILLY AUTOMOTIVE, INC	1558-151245	Truck Mirror	12/06/2018	9.99	9.99	01/07/2019
2437	O'REILLY AUTOMOTIVE, INC	1558-153002	Sealed Beam	12/27/2018	9.24	9.24	01/14/2019
2437	O'REILLY AUTOMOTIVE, INC	1558-153110	Micro-V Belt	12/28/2018	48.82	48.82	01/14/2019
2437	O'REILLY AUTOMOTIVE, INC	1558-153561	Truck Mirror	01/03/2019	9.99	9.99	01/14/2019
<b>1000-455-460430-401 SPRINKLER MAINTENANCE</b>							
776	KENYON NOBLE	6867975	Lagoon Pump House	12/04/2018	52.90	52.90	01/07/2019
26	LIVINGSTON ACE HARDWARE -	E09195	Lagoon pump repair	01/07/2019	57.16	57.16	01/30/2019
26	LIVINGSTON ACE HARDWARE -	X17239	Supplies	01/07/2019	13.98	13.98	01/30/2019
<b>1000-455-460430-402 TREE MAINTENANCE</b>							
2001	KARNATZ TREE SERVICE	20181231	Cut cracked limb	12/31/2018	350.00	350.00	01/07/2019
3688	MURDOCH'S RANCH & HOME S	K00409	Tree Wrap	12/14/2018	129.98	129.98	01/07/2019
3688	MURDOCH'S RANCH & HOME S	K00411	Tree Wrap	12/14/2018	259.96	259.96	01/07/2019
3688	MURDOCH'S RANCH & HOME S	K00422	Trees	12/18/2018	129.98	129.98	01/07/2019
3688	MURDOCH'S RANCH & HOME S	K00426	Trees	12/19/2018	189.74	189.74	01/07/2019
3688	MURDOCH'S RANCH & HOME S	K00427	Trees	12/19/2018	64.99	64.99	01/07/2019
Total ROAMING CREW:					7,574.58	7,574.58	
Total General Fund:					94,285.40	94,285.40	

Library

LIBRARY SERVICES

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>2220-501-460100-210 OFFICE SUPPLIES</b>							
199	DEMCO	6519651	Book Covers, Label	12/27/2018	611.29	611.29	01/25/2019
54	GATEWAY OFFICE SUPPLY	43117	Supplies	12/24/2018	14.99	14.99	01/25/2019
250	INSTY-PRINTS	28936	BC- Lisa Sukut	01/08/2019	24.98	24.98	01/25/2019
3184	MASTERCARD	GRADY	Supplies	01/01/2019	40.98	40.98	01/23/2019
2583	SUKUT, LISA	120718	Children's Expenses	12/07/2018	39.43	39.43	01/06/2019
<b>2220-501-460100-224 JANITOR CONTRACT/SUPPLIES</b>							
63	HOUSE OF CLEAN	223483	Janitorial Supplies	12/21/2018	117.14	117.14	01/25/2019
102	INDUSTRIAL TOWEL	74251	Towel Service	12/06/2018	14.49	14.49	01/06/2019
102	INDUSTRIAL TOWEL	77003	Towel Service	01/03/2019	14.86	14.86	01/25/2019
<b>2220-501-460100-227 CAPTIAL OUTLAY LESS THAN</b>							
2219	BLACKSTONE PUBLISHING	1066489	2 Books	10/22/2018	100.00	100.00	01/06/2019
2219	BLACKSTONE PUBLISHING	1066873	1 book	11/24/2018	50.00	50.00	01/06/2019
2219	BLACKSTONE PUBLISHING	1073413	Book	12/28/2018	50.00	50.00	01/25/2019
2219	BLACKSTONE PUBLISHING	1075288	Book	01/08/2019	50.00	50.00	01/25/2019
2362	EBSCO INFORMATION SERVIC	0412473		11/02/2018	4,649.11	4,649.11	01/25/2019
2362	EBSCO INFORMATION SERVIC	0412473	credit balance-7772014	11/02/2018	873.01-	873.01-	01/25/2019
2796	GALE	65618492	Books	11/22/2018	26.23	26.23	01/25/2019
2796	GALE	65670524	1 Book	12/05/2018	28.87	28.87	01/06/2019
2796	GALE	65727217	Book	12/19/2018	26.23	26.23	01/25/2019
2796	GALE	65734360	Book	12/20/2018	26.23	26.23	01/25/2019
99	GREAT FALLS TRIBUNE	GF1002427	Subscription	12/13/2018	398.91	398.91	01/06/2019
1539	INGRAM LIBRARY SERVICE	37692133	1 Book	12/04/2018	32.66	32.66	01/06/2019
1539	INGRAM LIBRARY SERVICE	38242843	4 Books	01/08/2019	50.95	50.95	01/25/2019
3184	MASTERCARD	GRADY	Entertainment	01/01/2019	9.96	9.96	01/23/2019
3184	MASTERCARD	GRADY	Entertainment	01/01/2019	9.99	9.99	01/23/2019
3433	MISSOULA PUBLIC LIBRARY	FY19	Heritage Quest FY2018	07/05/2018	848.00	848.00	01/07/2019
2282	PENGUIN RANDOM HOUSE LLC	1084617530	Books	11/21/2018	37.50	37.50	01/25/2019
1914	PROQUEST INFORMATION AND	61694380	Contracting Filming	11/05/2018	1,282.00	1,282.00	01/25/2019
<b>2220-501-460100-310 COMM/TRANS(POSTAGE)</b>							
2220	DAWSON, JAN	12032018	Postage Expenses	12/03/2018	19.02	19.02	01/06/2019
3184	MASTERCARD	GRADY	Postage	01/01/2019	15.99	15.99	01/23/2019
<b>2220-501-460100-333 MEMBER/REGISTRATION FEES</b>							
618	LIVINGSTON CHAMBER OF CO	18245A	2019 Membership	12/28/2018	100.00	100.00	01/25/2019
<b>2220-501-460100-341 UTILITIES-GAS/ELECTRIC</b>							
151	NORTHWESTERN ENERGY	CITY LIBRARY	City Library 228 W. Callender St.	01/10/2019	1,168.58	1,168.58	01/25/2019
151	NORTHWESTERN ENERGY	LIBRARY	0107897-1 Library	12/10/2018	1,285.16	1,285.16	01/06/2019
<b>2220-501-460100-342 UTILITIES-WTR,SWR,GARB</b>							
131	CITY OF LIVINGSTON	10121-JANUA	Water, Sewer, Garbage	01/09/2019	245.18	245.18	01/25/2019
147	LIVINGSTON UTILITY BILLING	12142018	10121 Library	12/14/2018	114.48	114.48	01/06/2019
<b>2220-501-460100-343 UTILITIES-PHONES</b>							
3440	CHARTER COMMUNICATIONS	019544501081	Voice	01/08/2019	119.97	119.97	01/25/2019
3440	CHARTER COMMUNICATIONS	019544501081	Late fee	01/08/2019	3.52	3.52	01/25/2019
3440	CHARTER COMMUNICATIONS	019544512081	Voice	12/08/2018	119.97	119.97	01/06/2019
<b>2220-501-460100-346 INTERNET SERVICE</b>							
3440	CHARTER COMMUNICATIONS	019544501081	Internet	01/08/2019	114.98	114.98	01/25/2019
3440	CHARTER COMMUNICATIONS	019544512081	Internet	12/08/2018	114.98	114.98	01/06/2019
<b>2220-501-460100-350 PROFESSIONAL SERVICES</b>							
3808	MONTANA AIR CARTAGE	LVQ 113018	11.2018 Courier Service	12/01/2018	186.00	186.00	01/06/2019
3808	MONTANA AIR CARTAGE	LVQ123118	12.18 Courier Service	01/01/2019	157.50	157.50	01/25/2019
3311	SYSTEMS NORTHWEST, LLC	7203	Fire Alarm Monitoring,	12/07/2018	711.40	711.40	01/06/2019
<b>2220-501-460100-360 REP &amp; MAINT SERVICES</b>							
2768	ACE ROOFING, LLC	222050146010	Repairs to roof	01/14/2019	975.00	975.00	01/25/2019
1783	J & H OFFICE EQUIPMENT	23855868	library Printer	12/07/2018	421.40	421.40	01/06/2019
1783	J & H OFFICE EQUIPMENT	24029423	library Printer	01/07/2019	379.37	379.37	01/25/2019
2657	ROTO-ROOTER - BOZEMAN	68129	Toilet Service	12/14/2018	100.00	100.00	01/06/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LIBRARY SERVICES:					14,034.29	14,034.29	
Total Library:					14,034.29	14,034.29	
<b>Communications/Dispatch Serv</b>							
<b>DISPATCH SERVICES</b>							
<b>2300-432-420160-220 OPERATING SUPPLIES</b>							
3449	LEAF	9020410	Kyocera Copier	12/22/2018	27.60	27.60	01/14/2019
3184	MASTERCARD	GLASS	Office Supplies	01/01/2019	803.37	803.37	01/23/2019
879	VERIZON WIRELESS	9821843046	January Cell Phones	01/08/2019	38.74	38.74	01/25/2019
<b>2300-432-420160-350 PROFESSIONAL SERVICES</b>							
3795	CRIST, KROGH & NORD, PLLC	26352	Professional Services	01/07/2019	1,175.00	1,175.00	01/14/2019
<b>2300-432-420160-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	102.67	102.67	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	16.80	16.80	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	4.80	4.80	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	11.20	11.20	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	697.39	697.39	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	113.40	113.40	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	96.31	96.31	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	32.14	32.14	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	32.91	32.91	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	14.13	14.13	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	22.26	22.26	01/30/2019
Total DISPATCH SERVICES:					3,188.72	3,188.72	
Total Communications/Dispatch Serv:					3,188.72	3,188.72	
<b>Tax Increment District - Downt</b>							
<b>2310-400-470300-350 PROFESSIONAL SERVICES</b>							
3660	BARNES & THORNBURG, LLP	URA BOND IS	URA Bond Issuance	01/11/2019	20,000.00	20,000.00	01/25/2019
Total :					20,000.00	20,000.00	
Total Tax Increment District - Downt:					20,000.00	20,000.00	
<b>S.I.D. Light Maintenance</b>							
<b>2400-400-420100-340 UTILITY/STREET LIGHTS</b>							
151	NORTHWESTERN ENERGY	0709796-7	97 View Vista Driveing	01/15/2019	5.73	5.73	01/25/2019
151	NORTHWESTERN ENERGY	0709869-2	Carol Lanes	01/15/2019	113.34	113.34	01/25/2019
151	NORTHWESTERN ENERGY	0709871-8	Star Addition - Lights	01/15/2019	283.54	283.54	01/25/2019
151	NORTHWESTERN ENERGY	1134866-1	N 2nd & Montana & Chinook	01/15/2019	56.30	56.30	01/25/2019
151	NORTHWESTERN ENERGY	1134879-4	N 7th & Montana & Chinook	01/15/2019	23.16	23.16	01/25/2019
151	NORTHWESTERN ENERGY	1290352-2	School Flasher Park & 13th	01/15/2019	5.62	5.62	01/25/2019
151	NORTHWESTERN ENERGY	1493850-0	412 W Callendering	01/15/2019	61.42	61.42	01/25/2019
151	NORTHWESTERN ENERGY	1498936-2	I90 & 89Sing	01/15/2019	5.83	5.83	01/25/2019
151	NORTHWESTERN ENERGY	1613803-4	M & N on Callender	01/15/2019	70.75	70.75	01/25/2019
151	NORTHWESTERN ENERGY	1747570-8	D & E on Callender	01/15/2019	49.33	49.33	01/25/2019
151	NORTHWESTERN ENERGY	1747572-4	F & G on Callender	01/15/2019	27.45	27.45	01/25/2019
151	NORTHWESTERN ENERGY	1893530-4	600 W Parking	01/15/2019	62.52	62.52	01/25/2019
151	NORTHWESTERN ENERGY	1893536-1	E Street & Alley	01/15/2019	51.41	51.41	01/25/2019
151	NORTHWESTERN ENERGY	1893541-1	18 W Park	01/15/2019	113.42	113.42	01/25/2019
151	NORTHWESTERN ENERGY	2023479-5	900 W Geyser Street School Light	01/15/2019	6.33	6.33	01/25/2019
151	NORTHWESTERN ENERGY	2023484-5	1100 W Geyser Street School Lig	01/15/2019	6.21	6.21	01/25/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	2114861-4	132 South B Street Lights	01/15/2019	156.21	156.21	01/25/2019
151	NORTHWESTERN ENERGY	3093003-6	114 West Summitt	01/15/2019	29.61	29.61	01/25/2019
151	NORTHWESTERN ENERGY	3093023-4	320 North Main	01/15/2019	10.43	10.43	01/25/2019
151	NORTHWESTERN ENERGY	3093027-5	105 West Park	01/15/2019	57.50	57.50	01/25/2019
151	NORTHWESTERN ENERGY	3141997-1	C & D on Lewis	01/15/2019	20.56	20.56	01/25/2019
151	NORTHWESTERN ENERGY	3184602-5	202 South 2nd	01/15/2019	24.07	24.07	01/25/2019
151	NORTHWESTERN ENERGY	3287727-6	320 Alpenglow LN	01/15/2019	38.75	38.75	01/25/2019
151	NORTHWESTERN ENERGY	3386783-9	Btwn G and H on Clark	01/15/2019	54.41	54.41	01/25/2019
151	NORTHWESTERN ENERGY	3386845-6	Btwn I and K on Callender	01/15/2019	42.89	42.89	01/25/2019
151	NORTHWESTERN ENERGY	3386846-4	Btwn 7th and 8th on Summit	01/15/2019	25.90	25.90	01/25/2019
151	NORTHWESTERN ENERGY	3566038-0	114 East Callender	01/15/2019	24.26	24.26	01/25/2019
151	NORTHWESTERN ENERGY	3566039-8	115 East Lewis	01/15/2019	19.09	19.09	01/25/2019
Total :					1,446.04	1,446.04	
Total S.I.D. Light Maintenance:					1,446.04	1,446.04	
<b>Street Maintenance</b>							
<b>STREET DEPARTMENT</b>							
<b>2500-451-430210-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	6.67	6.67	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	1.09	1.09	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	.31	.31	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	.73	.73	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	45.33	45.33	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	7.37	7.37	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	6.26	6.26	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	2.09	2.09	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	2.14	2.14	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	.92	.92	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	1.45	1.45	01/30/2019
<b>2500-451-430220-200 SUPPLIES</b>							
3564	ULINE	104070789	Shelving	12/12/2018	531.92	531.92	01/07/2019
<b>2500-451-430220-224 JANITOR CONTRACT/SUPPLIES</b>							
3727	AAA CLEANING, LLC	01-2019PW	Bennett Street	01/31/2019	83.33	83.33	01/30/2019
3727	AAA CLEANING, LLC	20181231	PW Cleaning	12/31/2018	83.33	83.33	01/07/2019
102	INDUSTRIAL TOWEL	75224	Mat Cleaning	12/14/2018	8.52	8.52	01/07/2019
102	INDUSTRIAL TOWEL	76591	Mat Cleaning	12/28/2018	8.52	8.52	01/07/2019
<b>2500-451-430220-341 UTILITIES-GAS/ELECTRIC</b>							
151	NORTHWESTERN ENERGY	0709793-4	City Shop Building 50% 406 Benn	01/15/2019	405.76	405.76	01/25/2019
<b>2500-451-430220-342 UTILITIES-WTR,SWR,GARB</b>							
147	LIVINGSTON UTILITY BILLING	14352	Street Shop	01/09/2019	140.18	140.18	01/14/2019
<b>2500-451-430220-343 UTILITIES-PHONES</b>							
162	CENTURYLINK	406-222-0082	City Shop	12/16/2018	30.96	30.96	01/07/2019
272	PARK COUNTY	1075	Complex Phones-Nov	12/05/2018	9.96	9.96	01/03/2019
272	PARK COUNTY	1086	Complex Phones-Dec	01/09/2019	9.94	9.94	01/30/2019
<b>2500-451-430220-346 INTERNET SERVICE</b>							
3293	BLACKFOOT COMMUNICATION	010119	166824 Internet	01/01/2019	50.49	50.49	01/14/2019
3440	CHARTER COMMUNICATIONS	017985201041	414 E. Callender	01/04/2019	146.26	146.26	01/14/2019
3440	CHARTER COMMUNICATIONS	017987801041	330 Bennett Interne	01/04/2019	132.77	132.77	01/25/2019
<b>2500-451-430240-231 REP &amp; MAINT SUPPLIES</b>							
23	CARQUEST AUTO PARTS	1912-430480	Supplies	12/27/2018	19.82	19.82	01/07/2019
2863	KIMBALL MIDWEST	6848945	Supplies	01/10/2019	305.61	305.61	01/25/2019
2830	LEHRKIND'S COCA-COLA	1596297	Water	12/19/2018	16.50	16.50	01/07/2019
2830	LEHRKIND'S COCA-COLA	1599634	Water	01/03/2019	16.50	16.50	01/14/2019
2830	LEHRKIND'S COCA-COLA	1604675	Water	01/16/2019	41.25	41.25	01/25/2019
26	LIVINGSTON ACE HARDWARE -	D99157	Fasteners	12/14/2018	111.16	111.16	01/07/2019
26	LIVINGSTON ACE HARDWARE -	E04855	Brass Key	12/27/2018	13.95	13.95	01/07/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>2500-451-430240-232 REP &amp; MAINT-VEHICLES</b>							
402	ALPINE ELECTRONICS RADIO	10252966	Power Adapter	12/26/2018	8.79	8.79	01/07/2019
402	ALPINE ELECTRONICS RADIO	10252980	Power Adapter	12/27/2018	17.58	17.58	01/07/2019
23	CARQUEST AUTO PARTS	1912-430528	Rubber Spider Bungee	12/28/2018	71.37	71.37	01/07/2019
23	CARQUEST AUTO PARTS	1912-430565	Seafoam	12/28/2018	167.52	167.52	01/07/2019
23	CARQUEST AUTO PARTS	1912-431255	Tire Gage	01/07/2019	30.82	30.82	01/14/2019
23	CARQUEST AUTO PARTS	1912-432399	Wiper blade	01/23/2019	18.74	18.74	01/30/2019
23	CARQUEST AUTO PARTS	1912432551	Mirror	01/24/2019	11.04	11.04	01/30/2019
1920	HORIZON AUTO PARTS	842304	Oxygen	01/14/2019	55.46	55.46	01/25/2019
1390	KEN'S EQUIPMENT REPAIR, IN	52506	Strobe light	12/06/2018	225.00	225.00	01/25/2019
26	LIVINGSTON ACE HARDWARE -	E05330	Supplies	12/28/2018	8.98	8.98	01/14/2019
3688	MURDOCH'S RANCH & HOME S	K00420	Dolly Tire Flat	12/18/2018	45.98	45.98	01/07/2019
3560	Titan Machinery	11830368	D-Center Swp Mandrl	12/14/2018	576.10	576.10	01/07/2019
<b>2500-451-430240-233 REP &amp; MAINT - STREET MATE</b>							
931	FRIDLEY CONSTRUCTION	20181213	Concrete repair 10th & 11th	12/13/2018	1,006.00	1,006.00	01/07/2019
2001	KARNATZ TREE SERVICE	250045143024	Trim low branches & seal	01/02/2019	4,034.00	4,034.00	01/25/2019
3040	MIDWAY RENTAL, INC.	5-990533	Post Pounder	12/17/2018	168.30	168.30	01/07/2019
<b>2500-451-430240-236 FUEL/OIL/DIESEL</b>							
2671	COMDATA	20310812	PW Fuel	01/01/2019	557.89	557.89	01/07/2019
<b>2500-451-430240-361 REP &amp; MAINT-GENERAL</b>							
98	GRAYBEAL'S ALL SERVICE	90765	Service Furnace	11/08/2018	118.00	118.00	01/07/2019
98	GRAYBEAL'S ALL SERVICE	90766	Service Furnace	11/08/2018	67.50	67.50	01/07/2019
98	GRAYBEAL'S ALL SERVICE	90767	Service Furnace	11/08/2018	67.50	67.50	01/07/2019
1796	KAUFMANN'S OVERHEAD DOO	18-1858	Serviced doors	12/12/2018	291.00	291.00	01/07/2019
<b>2500-451-430240-362 REP &amp; MAINT-VEHICLES</b>							
22	ALL SERVICE TIRE & ALIGNME	56252	Flat repair	01/08/2019	15.00	15.00	01/14/2019
1390	KEN'S EQUIPMENT REPAIR, IN	52400	792B Repairs	11/30/2018	290.25	290.25	01/14/2019
1390	KEN'S EQUIPMENT REPAIR, IN	52420	532 Repairs	12/05/2018	1,231.10	1,231.10	01/14/2019
<b>2500-451-430240-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	38.50	38.50	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	6.30	6.30	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	1.80	1.80	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	4.20	4.20	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	261.52	261.52	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	42.53	42.53	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	36.12	36.12	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	12.05	12.05	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	12.34	12.34	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	5.30	5.30	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	8.35	8.35	01/30/2019
<b>2500-451-430240-370 TRAVEL/LODGING/MEALS</b>							
3184	MASTERCARD	WHITMAN	Meals	01/01/2019	12.24	12.24	01/23/2019
Total STREET DEPARTMENT:					11,766.26	11,766.26	
Total Street Maintenance:					11,766.26	11,766.26	
<b>Gas Tax</b>							
<b>GAS TAX</b>							
<b>2820-510-430240-241 SIGNS</b>							
934	ZUMAR INDUSTRIES	26191	Parts	01/03/2019	107.25	107.25	01/14/2019
<b>2820-510-430240-450 Sand/Ice Slicer</b>							
2904	FISHER SAND AND GRAVEL	80063	Sanding material	11/30/2018	4,112.93	4,112.93	01/07/2019
<b>2820-510-430240-452 OTHER STREET MATERIALS</b>							
931	FRIDLEY CONSTRUCTION	20181213	Concrete repair 10th & 11th	12/13/2018	1,076.00	1,076.00	01/07/2019
3352	MACON SUPPLY INC.	850943	Eucopatch	01/07/2019	42.00	42.00	01/14/2019
<b>2820-510-430240-474 Paint &amp; Heat Tape</b>							
26	LIVINGSTON ACE HARDWARE -	E00654	Roller Cover	12/17/2018	108.70	108.70	01/07/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2820-510-430240-476 Flow Fill							
2904	FISHER SAND AND GRAVEL	80644	Flow-Fill Concrete	12/15/2018	451.00	451.00	01/25/2019
Total GAS TAX:					5,897.88	5,897.88	
Total Gas Tax:					5,897.88	5,897.88	
<b>Water Department</b>							
<b>5210-343021 METERED WATER SALES</b>							
99999	MISC	20181226	overpmt 40010-05	12/26/2018	50.98	50.98	01/07/2019
99999	MISC	30011.06	overpayment on UB account	01/14/2019	107.07	107.07	01/14/2019
99999	MISC	OVERPAYMEN	overpayment on UB account	01/17/2019	90.51	90.51	01/25/2019
99999	MISC	OVERPAYMEN	overpayment on UB account	01/17/2019	17.92	17.92	01/25/2019
Total :					266.48	266.48	
<b>WATER DEPARTMENT</b>							
<b>5210-802-430510-224 JANITOR CONTRACT/SUPPLIES</b>							
3727	AAA CLEANING, LLC	01-2019PW	Bennett Street	01/31/2019	83.33	83.33	01/30/2019
3727	AAA CLEANING, LLC	20181231	PW Cleaning	12/31/2018	83.33	83.33	01/07/2019
102	INDUSTRIAL TOWEL	75224	Mat Cleaning	12/14/2018	8.52	8.52	01/07/2019
102	INDUSTRIAL TOWEL	76591	Mat Cleaning	12/28/2018	8.52	8.52	01/07/2019
<b>5210-802-430510-346 INTERNET SERVICE</b>							
3440	CHARTER COMMUNICATIONS	017985201041	414 E. Callender	01/04/2019	146.26	146.26	01/14/2019
3440	CHARTER COMMUNICATIONS	017987801041	330 Bennett Interne	01/04/2019	132.77	132.77	01/25/2019
<b>5210-802-430510-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	7.70	7.70	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	1.26	1.26	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	.36	.36	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	.84	.84	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	52.30	52.30	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	8.51	8.51	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	7.22	7.22	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	2.41	2.41	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	2.47	2.47	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	1.06	1.06	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	1.67	1.67	01/30/2019
<b>5210-802-430510-814 SETTLEMENT</b>							
55	LIVINGSTON HEALTH CARE	LHC SETTLEM	LHC Settlement	12/21/2018	12,500.00	12,500.00	01/07/2019
<b>5210-802-430515-231 REP &amp; MAINT SUPPLIES</b>							
23	CARQUEST AUTO PARTS	1912-430968	Gasket	01/03/2019	9.54	9.54	01/07/2019
2904	FISHER SAND AND GRAVEL	81078	Concrete	12/22/2018	339.00	339.00	01/07/2019
26	LIVINGSTON ACE HARDWARE -	E01061	Brush/Scraper	12/18/2018	40.56	40.56	01/07/2019
26	LIVINGSTON ACE HARDWARE -	E03992	Paint Supplies	12/24/2018	13.98	13.98	01/07/2019
26	LIVINGSTON ACE HARDWARE -	E03996	Cable Ties	12/24/2018	18.95	18.95	01/07/2019
26	LIVINGSTON ACE HARDWARE -	E04922	Cleaning supplies	12/27/2018	19.97	19.97	01/07/2019
26	LIVINGSTON ACE HARDWARE -	E06362	Paint Supplies	12/31/2018	56.13	56.13	01/07/2019
26	LIVINGSTON ACE HARDWARE -	E09377	Tote	01/07/2019	9.99	9.99	01/14/2019
26	LIVINGSTON ACE HARDWARE -	E09565	Painting supplies	01/08/2019	4.99	4.99	01/25/2019
26	LIVINGSTON ACE HARDWARE -	E10004	Supplies	01/09/2019	121.49	121.49	01/14/2019
26	LIVINGSTON ACE HARDWARE -	E10473	Paint Supplies	01/10/2019	9.99	9.99	01/14/2019
26	LIVINGSTON ACE HARDWARE -	E11845	Painting supplies	01/14/2019	27.94	27.94	01/25/2019
26	LIVINGSTON ACE HARDWARE -	E12236	Supplies	01/15/2019	4.99	4.99	01/25/2019
26	LIVINGSTON ACE HARDWARE -	E12510	Supplies	01/15/2019	16.76	16.76	01/25/2019
26	LIVINGSTON ACE HARDWARE -	E12539	Painting supplies	01/15/2019	9.99	9.99	01/25/2019
26	LIVINGSTON ACE HARDWARE -	E13106	Painting supplies	01/17/2019	60.29	60.29	01/25/2019
26	LIVINGSTON ACE HARDWARE -	X16402	Cleaning Supplies	12/20/2018	29.36	29.36	01/07/2019



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3210	LIVINGSTON LOCKS & CLOCKS	126262	Starlo Key	12/27/2018	24.00	24.00	01/07/2019
<b>5210-802-430515-232 REP &amp; MAINT-VEHICLES</b>							
10	MOBILE REPAIR & WELDING, IN	29867	Fabricate and install base plate fo	01/22/2019	730.16	730.16	01/30/2019
2437	O'REILLY AUTOMOTIVE, INC	1558-152990	Wiper Blade	12/27/2018	47.44	47.44	01/07/2019
<b>5210-802-430515-236 FUEL/OIL/DIESEL</b>							
2671	COMDATA	20310812	PW Fuel	01/01/2019	744.68	744.68	01/07/2019
<b>5210-802-430515-237 MAIN/HYDRANT/WELL PARTS</b>							
3184	MASTERCARD	SCHWEIGERT	Battery	01/01/2019	100.00	100.00	01/23/2019
3184	MASTERCARD	SCHWEIGERT	Cut off saw & saw blade	01/01/2019	1,800.00	1,800.00	01/23/2019
3016	MT WATERWORKS	28128	Curb Valves	12/10/2018	1,030.61	1,030.61	01/07/2019
3016	MT WATERWORKS	28271	Di Fittings	01/08/2019	1,182.80	1,182.80	01/14/2019
<b>5210-802-430515-317 UTILITY LOCATE SERVICES</b>							
3472	UTILITIES UNDERGROUND LO	8125087	Excavation Notifications	12/31/2018	21.19	21.19	01/07/2019
<b>5210-802-430515-341 UTILITIES-GAS/ELECTRIC</b>							
151	NORTHWESTERN ENERGY	0709874-2	Werner Addition Pump	01/09/2018	15.15-	15.15-	01/25/2019
151	NORTHWESTERN ENERGY	0709875-9	900 River Drive Pump	01/09/2019	104.02	104.02	01/25/2019
151	NORTHWESTERN ENERGY	0709876-7	132 South B Street - B St Well	01/10/2019	946.10	946.10	01/25/2019
151	NORTHWESTERN ENERGY	0709886-6	200 E Reservoir	01/15/2019	107.69	107.69	01/25/2019
151	NORTHWESTERN ENERGY	0709892-4	40 Water Tower Avenue	01/15/2019	34.95	34.95	01/25/2019
151	NORTHWESTERN ENERGY	0709894-0	56 Water Tower	01/08/2019	499.53	499.53	01/25/2019
151	NORTHWESTERN ENERGY	1441030-2	D & Geyser Well House	01/10/2019	946.28	946.28	01/25/2019
151	NORTHWESTERN ENERGY	1452951-5	Monroe Lift Station	01/09/2019	485.73	485.73	01/25/2019
<b>5210-802-430515-347 CELLULAR PHONE</b>							
879	VERIZON WIRELESS	9821843046	January Cell Phones	01/08/2019	96.69	96.69	01/25/2019
<b>5210-802-430515-355 WATER ANALYSIS &amp; TREATMEN</b>							
54	GATEWAY OFFICE SUPPLY	43477	UPS	01/22/2019	18.19	18.19	01/25/2019
470	HAWKINS, INC	4428652	Switchover	01/14/2019	626.26	626.26	01/25/2019
470	HAWKINS, INC	4429426	Chlorine	01/15/2019	796.25	796.25	01/25/2019
3740	MARCOM	1812052	Colicorm	12/13/2018	176.00	176.00	01/07/2019
3740	MARCOM	1901079	Coliform	01/24/2019	176.00	176.00	01/30/2019
3807	PRESTIGE WORLDWIDE TECH	1394	Meter Certification	11/05/2018	1,000.00	1,000.00	01/14/2019
<b>5210-802-430515-361 REP &amp; MAINT-GENERAL</b>							
2386	FERGUSON ENTERPRISES, IN	0698142	Annual Support	01/03/2019	1,218.71	1,218.71	01/25/2019
1796	KAUFMANN'S OVERHEAD DOO	18-1857	Serviced doors	12/12/2018	214.00	214.00	01/07/2019
<b>5210-802-430515-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
3387	J & H, Inc.	549009	Copier Canon IRC3525	01/09/2019	20.42	20.42	01/14/2019
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	19.25	19.25	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	3.15	3.15	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	.90	.90	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	2.10	2.10	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	130.76	130.76	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	21.26	21.26	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	18.06	18.06	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	6.03	6.03	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	6.17	6.17	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	2.65	2.65	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	4.17	4.17	01/30/2019
<b>5210-802-430520-341 UTILITIES-GAS/ELECTRIC</b>							
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	219.82	219.82	01/25/2019
<b>5210-802-430520-342 UTILITIES-WTR,SWR,GARB</b>							
147	LIVINGSTON UTILITY BILLING	14347	Utility Shop	01/09/2019	128.51	128.51	01/14/2019
<b>5210-802-430520-343 UTILITIES-PHONES</b>							
162	CENTURYLINK	406-222-5606	PW Fax	01/04/2019	18.30	18.30	01/25/2019
<b>5210-802-430520-361 REP &amp; MAINT-GENERAL</b>							
3491	COFFMAN'S PEAK ELECTRIC, L	1463	Exit Sign	01/09/2019	106.00	106.00	01/14/2019
<b>5210-802-430520-981 TOOLS/EQUIPMENT/SAFETY</b>							
2274	MURDOCHS RANCH & HOME S	K00468/37	Supplies	01/14/2019	219.98	219.98	01/25/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>5210-802-430520-984 METERS</b>							
2386	FERGUSON ENTERPRISES, IN	0701614	Meters	01/04/2019	890.00	890.00	01/14/2019
<b>5210-802-430570-213 BILLING SUPPLIES</b>							
3633	BILLING DOCUMENT SPECIALI	50300	Online monthly mainte	11/30/2018	23.33	23.33	01/07/2019
3633	BILLING DOCUMENT SPECIALI	50921	Monthly online mainte	12/31/2018	23.34	23.34	01/25/2019
2958	NEOFUNDS BY NEOPOST USA,	012119	Postage	01/21/2019	356.67	356.67	01/30/2019
2958	NEOFUNDS BY NEOPOST USA,	54.36	Postage	12/21/2018	18.12	18.12	01/14/2019
<b>5210-802-430570-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	12.83	12.83	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	2.10	2.10	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	.60	.60	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	1.40	1.40	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	87.17	87.17	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	14.18	14.18	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	12.04	12.04	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	4.02	4.02	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	4.11	4.11	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	1.77	1.77	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	2.78	2.78	01/30/2019
<b>5210-802-430570-370 TRAVEL/LODGING/MEALS</b>							
3184	MASTERCARD	FETTERHOFF	Meals - Caselle Training	01/01/2019	59.04	59.04	01/23/2019
3184	MASTERCARD	FETTERHOFF	Travel - Caselle Training	01/01/2019	29.32	29.32	01/23/2019
3184	MASTERCARD	FETTERHOFF	Lodging - Caselle Training	01/01/2019	167.50	167.50	01/23/2019
Total WATER DEPARTMENT:					29,592.43	29,592.43	
Total Water Department:					29,858.91	29,858.91	
<b>Sewer Department</b>							
<b>SEWER DEPARTMENT</b>							
<b>5310-803-430610-224 JANITOR CONTRACT/SUPPLIES</b>							
3727	AAA CLEANING, LLC	01-2019PW	Bennett Street	01/31/2019	83.33	83.33	01/30/2019
3727	AAA CLEANING, LLC	20181231	PW Cleaning	12/31/2018	83.33	83.33	01/07/2019
102	INDUSTRIAL TOWEL	75224	WRF Slate Rugs	12/14/2018	20.47	20.47	01/07/2019
102	INDUSTRIAL TOWEL	75224	Mat Cleaning	12/14/2018	8.51	8.51	01/07/2019
102	INDUSTRIAL TOWEL	76591	WRF Slate Rugs	12/28/2018	20.47	20.47	01/07/2019
102	INDUSTRIAL TOWEL	76591	Mat Cleaning	12/28/2018	8.51	8.51	01/07/2019
102	INDUSTRIAL TOWEL	77999	Mat Cleaning	01/11/2019	63.06	63.06	01/25/2019
102	INDUSTRIAL TOWEL	79408	Mat Cleaning	01/25/2019	43.30	43.30	01/30/2019
<b>5310-803-430610-346 INTERNET SERVICE</b>							
3293	BLACKFOOT COMMUNICATION	010119	166824 Internet	01/01/2019	50.50	50.50	01/14/2019
3440	CHARTER COMMUNICATIONS	017985201041	414 E. Callender	01/04/2019	146.26	146.26	01/14/2019
3440	CHARTER COMMUNICATIONS	017987801041	330 Bennett Interne	01/04/2019	132.77	132.77	01/25/2019
<b>5310-803-430610-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	9.75	9.75	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	1.60	1.60	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	.46	.46	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	1.06	1.06	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	66.25	66.25	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	10.77	10.77	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	9.15	9.15	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	3.05	3.05	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	3.13	3.13	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	1.34	1.34	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	2.11	2.11	01/30/2019
<b>5310-803-430610-814 SETTLEMENT</b>							
55	LIVINGSTON HEALTH CARE	LHC SETTLEM	LHC Settlement	12/21/2018	75,500.00	75,500.00	01/07/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>5310-803-430620-341 UTILITIES-GAS/ELECTRIC</b>							
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	219.82	219.82	01/25/2019
<b>5310-803-430620-342 UTILITIES-WTR,SWR,GARB</b>							
147	LIVINGSTON UTILITY BILLING	14347	Utility Shop	01/09/2019	165.24	165.24	01/14/2019
<b>5310-803-430620-343 UTILITIES-PHONES</b>							
162	CENTURYLINK	406-222-0082	City Shop	12/16/2018	7.44	7.44	01/07/2019
162	CENTURYLINK	406-222-5606	PW Fax	01/04/2019	18.30	18.30	01/25/2019
272	PARK COUNTY	1075	Complex Phones-Nov	12/05/2018	2.41	2.41	01/03/2019
272	PARK COUNTY	1086	Complex Phones-Dec	01/09/2019	2.51	2.51	01/30/2019
<b>5310-803-430620-347 CELLULAR PHONE</b>							
879	VERIZON WIRELESS	9821843046	January Cell Phones	01/08/2019	207.06	207.06	01/25/2019
<b>5310-803-430625-231 REP &amp; MAINT SUPPLIES</b>							
3733	CORE & MAIN LP	J909847	Magnet	12/20/2018	700.00	700.00	01/07/2019
26	LIVINGSTON ACE HARDWARE -	E13246	Chain	01/17/2019	22.50	22.50	01/30/2019
26	LIVINGSTON ACE HARDWARE -	X16496	Cable Ties	12/24/2018	9.99	9.99	01/07/2019
<b>5310-803-430625-232 REP &amp; MAINT-VEHICLES</b>							
1814	SPECIAL LUBE	58749	49-9973A	01/02/2019	70.00	70.00	01/07/2019
<b>5310-803-430625-236 FUEL/OIL/DIESEL</b>							
2671	COMDATA	20310812	PW Fuel	01/01/2019	346.49	346.49	01/07/2019
<b>5310-803-430625-317 UTILITY LOCATE SERVICES</b>							
3472	UTILITIES UNDERGROUND LO	8125087	Excavation Notifications	12/31/2018	21.20	21.20	01/07/2019
<b>5310-803-430625-344 UTILITIES-GAS/ELECTRIC</b>							
151	NORTHWESTERN ENERGY	0709873-4	800 W Cambridge - Pump Station	01/15/2019	19.38	19.38	01/25/2019
151	NORTHWESTERN ENERGY	0709914-6	1011 River Dr - Edge Water Sewe	01/09/2019	20.02	20.02	01/25/2019
151	NORTHWESTERN ENERGY	0719058-0	3 Rogers Lane Lift Station	01/09/2019	141.69	141.69	01/25/2019
151	NORTHWESTERN ENERGY	1594141-2	9th & 10th Lift Station	01/09/2019	23.29	23.29	01/25/2019
151	NORTHWESTERN ENERGY	3258086-2	2800 East Park Lift Station	01/15/2019	577.58	577.58	01/25/2019
151	NORTHWESTERN ENERGY	3258262-9	320 Alpenglow Lift Station	01/08/2019	155.85	155.85	01/25/2019
<b>5310-803-430625-361 REP &amp; MAINT-GENERAL</b>							
3491	COFFMAN'S PEAK ELECTRIC, L	1449	Sewer Lift Station	12/20/2018	1,738.51	1,738.51	01/07/2019
3491	COFFMAN'S PEAK ELECTRIC, L	1450	Repairs	12/20/2018	778.85	778.85	01/07/2019
3491	COFFMAN'S PEAK ELECTRIC, L	1462	Battery Replacement	01/09/2019	75.00	75.00	01/14/2019
2386	FERGUSON ENTERPRISES, IN	0698142	Annual support	01/03/2019	1,218.72	1,218.72	01/25/2019
1	TECH ELECTRIC, INC	40017	Fuse	12/28/2018	91.76	91.76	01/07/2019
<b>5310-803-430625-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	6.42	6.42	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	1.05	1.05	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	.30	.30	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	.70	.70	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	43.59	43.59	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	7.09	7.09	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	6.02	6.02	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	2.01	2.01	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	2.06	2.06	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	.88	.88	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	1.39	1.39	01/30/2019
<b>5310-803-430640-222 CHEMICALS</b>							
3144	POLYDYNE INC.	1313788	Clarifloc	01/11/2019	549.59	549.59	01/30/2019
<b>5310-803-430640-225 LABORATORY SUPPLIES</b>							
100	HACH COMPANY	11246080	WWTP 120318	12/07/2018	182.89	182.89	01/07/2019
2830	LEHRKIND'S COCA-COLA	1559249	Water	01/03/2019	42.45	42.45	01/07/2019
2830	LEHRKIND'S COCA-COLA	1574565	Water	01/03/2019	42.45	42.45	01/07/2019
2830	LEHRKIND'S COCA-COLA	1578582	Water	01/03/2019	42.45	42.45	01/07/2019
2830	LEHRKIND'S COCA-COLA	1596298	Credit	01/03/2019	12.00-	12.00-	01/07/2019
33	NORTH CENTRAL LABORATORI	416590	Lab supplies	12/17/2018	451.45	451.45	01/07/2019
<b>5310-803-430640-231 REP &amp; MAINT SUPPLIES</b>							
54	GATEWAY OFFICE SUPPLY	43225	Supplies	01/04/2019	152.62	152.62	01/07/2019
3593	HYDRO INTERNATIONAL (EUTE	SIN-001114	Altivar	12/27/2018	3,187.85	3,187.85	01/07/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
26	LIVINGSTON ACE HARDWARE -	E02242	Supplies	12/20/2018	241.42	241.42	01/07/2019
26	LIVINGSTON ACE HARDWARE -	E02828	Supplies	12/21/2018	92.92	92.92	01/07/2019
26	LIVINGSTON ACE HARDWARE -	E08000	Cleaning supplies	01/04/2019	82.93	82.93	01/07/2019
26	LIVINGSTON ACE HARDWARE -	E12271	Cleaning supplies	01/15/2019	159.99	159.99	01/25/2019
26	LIVINGSTON ACE HARDWARE -	E15685	Hose	01/24/2019	85.98	85.98	01/30/2019
26	LIVINGSTON ACE HARDWARE -	E15719	Supplies	01/24/2019	51.92	51.92	01/30/2019
26	LIVINGSTON ACE HARDWARE -	X16197	Supplies	12/10/2018	67.16	67.16	01/07/2019
10000	SMITH, RUSSELL	2018-0017	Dewatering Pump	01/04/2019	500.00	500.00	01/07/2019
<b>5310-803-430640-255 SAFETY &amp; RISK MANAGEMENT</b>							
255	PARK COUNTY HEALTH DEPT	057	Immunizations - Smith	01/11/2019	65.00	65.00	01/14/2019
<b>5310-803-430640-341 UTILITIES-GAS/ELECTRIC</b>							
151	NORTHWESTERN ENERGY	0709794-2	WRF 316 Bennett	01/09/2019	404.85-	404.85-	01/25/2019
151	NORTHWESTERN ENERGY	3585235-9	New WRF 316 Bennett	01/09/2019	7,524.19	7,524.19	01/25/2019
<b>5310-803-430640-342 UTILITIES-WTR,SWR,GARB</b>							
147	LIVINGSTON UTILITY BILLING	14366	Sewer Plane	01/09/2019	301.88	301.88	01/14/2019
<b>5310-803-430640-343 UTILITIES-PHONES</b>							
162	CENTURYLINK	406-222-0137	Scada Alarm	01/16/2019	92.18	92.18	01/30/2019
162	CENTURYLINK	406-222-0317	Sewer Alarm	12/16/2018	92.20	92.20	01/07/2019
162	CENTURYLINK	406-222-3850	Sewer Plant	01/04/2019	178.75	178.75	01/14/2019
162	CENTURYLINK	406-222-5570	Sewer plant alarm	01/04/2019	50.92	50.92	01/25/2019
<b>5310-803-430640-355 WATER ANALYSIS &amp; TREATMEN</b>							
424	ENERGY LABORATORIES, INC.	205866	Effluent	12/24/2018	167.00	167.00	01/07/2019
424	ENERGY LABORATORIES, INC.	207548	Effluent comp	01/04/2019	102.00	102.00	01/14/2019
424	ENERGY LABORATORIES, INC.	211360	Effluent comp	01/24/2019	207.00	207.00	01/30/2019
<b>5310-803-430640-361 REP &amp; MAINT-GENERAL</b>							
98	GRAYBEAL'S ALL SERVICE	91181	WWTP - New Unit	12/28/2018	163.00	163.00	01/14/2019
<b>5310-803-430640-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	51.33	51.33	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	8.40	8.40	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	2.40	2.40	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	5.60	5.60	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	348.69	348.69	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	56.70	56.70	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	48.16	48.16	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	16.07	16.07	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	16.46	16.46	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	7.07	7.07	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	11.13	11.13	01/30/2019
<b>5310-803-430670-213 BILLING SUPPLIES</b>							
3633	BILLING DOCUMENT SPECIALI	50300	Monthly online mainte	11/30/2018	23.33	23.33	01/07/2019
3633	BILLING DOCUMENT SPECIALI	50921	Monthly online mainte	12/31/2018	23.33	23.33	01/25/2019
2958	NEOFUNDS BY NEOPOST USA,	012119	Postage	01/21/2019	356.66	356.66	01/30/2019
2958	NEOFUNDS BY NEOPOST USA,	54.36	Postage	12/21/2018	18.12	18.12	01/14/2019
<b>5310-803-430670-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	12.83	12.83	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	2.10	2.10	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	.60	.60	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	1.40	1.40	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	87.17	87.17	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	14.18	14.18	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	12.04	12.04	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	4.02	4.02	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	4.11	4.11	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	1.77	1.77	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	2.78	2.78	01/30/2019
<b>5310-803-430670-370 TRAVEL/LODGING/MEALS</b>							
3184	MASTERCARD	FETTERHOFF	Meals - Caselle Training	01/01/2019	59.04	59.04	01/23/2019
3184	MASTERCARD	FETTERHOFF	Travel - Caselle Training	01/01/2019	29.32	29.32	01/23/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	FETTERHOFF	Lodging - Caselle Training	01/01/2019	167.50	167.50	01/23/2019
Total SEWER DEPARTMENT:					98,827.95	98,827.95	
Total Sewer Department:					98,827.95	98,827.95	
<b>Solid Waste Department</b>							
<b>SOLID WASTE DEPARTMENT</b>							
<b>5410-804-430620-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	7.70	7.70	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	1.26	1.26	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	.36	.36	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	.84	.84	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	52.30	52.30	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	8.51	8.51	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	7.22	7.22	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	2.41	2.41	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	2.47	2.47	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	1.06	1.06	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	1.67	1.67	01/30/2019
<b>5410-804-430820-220 OPERATING SUPPLIES</b>							
3184	MASTERCARD	JOHANSSON	Office Supplies	01/01/2019	8.11	8.11	01/23/2019
<b>5410-804-430820-224 JANITOR CONTRACT/SUPPLIES</b>							
3727	AAA CLEANING, LLC	01-2019PW	Bennett Street	01/31/2019	83.33	83.33	01/30/2019
3727	AAA CLEANING, LLC	20181231	PW Cleaning	12/31/2018	83.33	83.33	01/07/2019
102	INDUSTRIAL TOWEL	75224	Mat Cleaning	12/14/2018	8.52	8.52	01/07/2019
102	INDUSTRIAL TOWEL	76591	Mat Cleaning	12/28/2018	8.52	8.52	01/07/2019
<b>5410-804-430820-341 UTILITIES-GAS/ELECTRIC</b>							
151	NORTHWESTERN ENERGY	0709793-4	City Shop Building 50% 406 Benn	01/15/2019	405.77	405.77	01/25/2019
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	219.83	219.83	01/25/2019
151	NORTHWESTERN ENERGY	1728687-3	Transfer Station 408 Bennett Stre	01/08/2019	584.51	584.51	01/25/2019
151	NORTHWESTERN ENERGY	2171060-3	Scale House 408 Bennett Street	01/15/2019	85.89	85.89	01/25/2019
151	NORTHWESTERN ENERGY	3267010-1	330 Bennett - Compactor	01/08/2019	148.81	148.81	01/25/2019
<b>5410-804-430820-342 UTILITIES-WTR,SWR,GARB</b>							
147	LIVINGSTON UTILITY BILLING	14347	Utility Shop	01/09/2019	38.30	38.30	01/14/2019
147	LIVINGSTON UTILITY BILLING	14352	Street Shop	01/09/2019	140.18	140.18	01/14/2019
147	LIVINGSTON UTILITY BILLING	14474	Scale House	01/09/2019	41.79	41.79	01/14/2019
<b>5410-804-430820-343 UTILITIES-PHONES</b>							
162	CENTURYLINK	406-222-0082	City Shop	12/16/2018	23.52	23.52	01/07/2019
162	CENTURYLINK	406-222-5606	PW Fax	01/04/2019	18.31	18.31	01/25/2019
272	PARK COUNTY	1075	Complex Phones-Nov	12/05/2018	7.57	7.57	01/03/2019
272	PARK COUNTY	1086	Complex Phones-Dec	01/09/2019	7.55	7.55	01/30/2019
<b>5410-804-430820-346 INTERNET SERVICE</b>							
3293	BLACKFOOT COMMUNICATION	010119	166824 Internet	01/01/2019	50.49	50.49	01/14/2019
162	CENTURYLINK	406-222-5240F	Scale House	12/28/2018	21.47-	21.47-	01/14/2019
3440	CHARTER COMMUNICATIONS	017985201041	414 E. Callender	01/04/2019	146.26	146.26	01/14/2019
3440	CHARTER COMMUNICATIONS	017987801041	330 Bennett Interne	01/04/2019	132.77	132.77	01/25/2019
<b>5410-804-430820-347 CELLULAR PHONE</b>							
879	VERIZON WIRELESS	9821843046	January Cell Phones	01/08/2019	139.73	139.73	01/25/2019
<b>5410-804-430830-227 CAPTIAL OUTLAY LESS THAN</b>							
3341	OTTO ENVIRONMENTAL SYSTE	INV-17022R	Garbage cans	11/19/2018	4,900.00	4,900.00	01/25/2019
<b>5410-804-430830-231 REP &amp; MAINT SUPPLIES</b>							
26	LIVINGSTON ACE HARDWARE -	E02220	Sawzall	12/20/2018	32.99	32.99	01/07/2019
<b>5410-804-430830-232 REP &amp; MAINT-VEHICLES</b>							
22	ALL SERVICE TIRE & ALIGNME	55915	New Tires	11/09/2018	568.00	568.00	01/07/2019
22	ALL SERVICE TIRE & ALIGNME	56112	Rotate Tires	12/11/2018	290.00	290.00	01/07/2019
23	CARQUEST AUTO PARTS	1912-432012	Air filter	01/17/2019	79.10	79.10	01/25/2019
10	MOBILE REPAIR & WELDING, IN	29806	Safety Braces	12/19/2018	144.42	144.42	01/07/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5410-804-430830-236	FUEL/OIL/DIESEL						
2671	COMDATA	20310812	PW Fuel	01/01/2019	261.35	261.35	01/07/2019
<b>5410-804-430830-361</b>	<b>REP &amp; MAINT-GENERAL</b>						
1796	KAUFMANN'S OVERHEAD DOO	18-1831	Transfer Station	12/06/2018	90.00	90.00	01/07/2019
<b>5410-804-430830-362</b>	<b>REP &amp; MAINT-VEHICLES</b>						
22	ALL SERVICE TIRE & ALIGNME	56185	Flat repair	12/17/2018	15.00	15.00	01/07/2019
22	ALL SERVICE TIRE & ALIGNME	56194	Split Wheel	12/28/2018	95.00	95.00	01/14/2019
728	BRIDGER COMMUNICATIONS	45289	Radio repairs	03/30/2018	300.50	300.50	01/14/2019
728	BRIDGER COMMUNICATIONS	45293	Radio repairs	04/04/2018	103.13	103.13	01/14/2019
1390	KEN'S EQUIPMENT REPAIR, IN	52434	F1 Rear brake repair	12/07/2018	599.27	599.27	01/25/2019
<b>5410-804-430830-368</b>	<b>R&amp;M-COMPUTER/OFFICE MACH</b>						
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	25.67	25.67	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	4.20	4.20	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	1.20	1.20	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	2.80	2.80	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	174.35	174.35	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	28.35	28.35	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	24.08	24.08	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	8.03	8.03	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	8.23	8.23	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	3.53	3.53	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	5.57	5.57	01/30/2019
<b>5410-804-430835-924</b>	<b>BUILDING IMPROV</b>						
3837	GENERAL STEEL CORPORATIO	PO# M22685	Building Deposit	01/25/2019	3,149.53	3,149.53	01/25/2019
<b>5410-804-430835-940</b>	<b>CAPITAL OUTLAY</b>						
3754	OLYMPICS SALES, INC.	10298	Roll off container	09/25/2018	8,050.00	8,050.00	01/07/2019
<b>5410-804-430840-388</b>	<b>RECYCLING FEES</b>						
3380	EMERALD SERVICES INC.	78558515	Repairs	12/19/2018	581.50	581.50	01/07/2019
2919	FOUR CORNERS RECYCLING,	1771	Plastic	12/10/2018	340.20	340.20	01/07/2019
2919	FOUR CORNERS RECYCLING,	1771	Pull fees	12/10/2018	2,100.00	2,100.00	01/07/2019
2919	FOUR CORNERS RECYCLING,	1771	Credit	12/10/2018	1,478.50-	1,478.50-	01/07/2019
2919	FOUR CORNERS RECYCLING,	1838	Plastic	12/28/2018	1,306.70	1,306.70	01/25/2019
<b>5410-804-430840-396</b>	<b>DISPOSAL FEES</b>						
2731	MONTANA WASTE SYSTEMS, I	643979	Transfer fees	12/31/2018	52,702.36	52,702.36	01/07/2019
<b>5410-804-430870-210</b>	<b>OFFICE SUPPLIES</b>						
2595	TOWN & COUNTRY FOODS - LI	012719	8236002 Scale House	01/27/2019	31.90	31.90	01/30/2019
<b>5410-804-430870-213</b>	<b>BILLING SUPPLIES</b>						
3633	BILLING DOCUMENT SPECIALI	50300	Monthly online mainte	11/30/2018	23.34	23.34	01/07/2019
3633	BILLING DOCUMENT SPECIALI	50921	Monthly online mainte	12/31/2018	23.34	23.34	01/25/2019
2958	NEOFUNDS BY NEOPOST USA,	012119	Postage	01/21/2019	356.66	356.66	01/30/2019
2958	NEOFUNDS BY NEOPOST USA,	54.36	Postage	12/21/2018	18.12	18.12	01/14/2019
<b>5410-804-430870-346</b>	<b>INTERNET SERVICE</b>						
2087	WISPWEST.NET	459992	Transfer Station	01/02/2019	50.47	50.47	01/07/2019
<b>5410-804-430870-368</b>	<b>R&amp;M-COMPUTER/OFFICE MACH</b>						
3326	CAROLINA SOFTWARE, Inc.	70449	Waste Works Support	01/01/2019	500.00	500.00	01/14/2019
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	25.67	25.67	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	4.20	4.20	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	1.20	1.20	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	2.80	2.80	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	174.35	174.35	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	28.35	28.35	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	24.08	24.08	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	8.03	8.03	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	8.23	8.23	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	3.53	3.53	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	5.57	5.57	01/30/2019
<b>5410-804-430870-370</b>	<b>TRAVEL/LODGING/MEALS</b>						
3184	MASTERCARD	FETTERHOFF	Meals - Caselle Training	01/01/2019	59.03	59.03	01/23/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	FETTERHOFF	Travel - Caselle Training	01/01/2019	29.33	29.33	01/23/2019
3184	MASTERCARD	FETTERHOFF	Lodging - Caselle Training	01/01/2019	167.50	167.50	01/23/2019
Total SOLID WASTE DEPARTMENT:					78,509.68	78,509.68	
Total Solid Waste Department:					78,509.68	78,509.68	
<b>Ambulance Services</b>							
<b>AMBULANCE SERVICES</b>							
<b>5510-442-420402-148 CLOTHING ALLOWANCE</b>							
3371	BALCO UNIFORM COMPANY, IN	51894	Reserve Uniform	12/19/2018	98.00	98.00	01/07/2019
3371	BALCO UNIFORM COMPANY, IN	52020	Reserve Uniform	12/19/2018	54.00	54.00	01/07/2019
3371	BALCO UNIFORM COMPANY, IN	52227	Reserve Uniform	01/14/2019	72.00	72.00	01/25/2019
<b>5510-442-420402-380 TRAINING SERVICES</b>							
3069	BILLINGS CLINIC TRAINING CE	15679	CPR Cert. (Reserve)	12/21/2018	108.00	108.00	01/25/2019
<b>5510-442-420730-210 OFFICE SUPPLIES</b>							
402	ALPINE ELECTRONICS RADIO	10253021	Lightning Cable	12/28/2018	10.00	10.00	01/07/2019
54	GATEWAY OFFICE SUPPLY	43162	Office Supplies	12/28/2018	55.03	55.03	01/07/2019
14	SHOPKO STORES, LLC	900000317700	Office Supply	01/02/2019	36.00	36.00	01/07/2019
<b>5510-442-420730-220 OPERATING SUPPLIES</b>							
3371	BALCO UNIFORM COMPANY, IN	179967	Bernard - Uniform	12/03/2018	48.00	48.00	01/14/2019
23	CARQUEST AUTO PARTS	1912-429676	Supplies	12/13/2018	10.49	10.49	01/07/2019
23	CARQUEST AUTO PARTS	1912-431306	DEF Fluid	01/08/2019	42.28	42.28	01/25/2019
1920	HORIZON AUTO PARTS	843175	Washer Fluid	01/28/2019	5.92	5.92	01/30/2019
3455	INDUSTRIAL COMM & ELEC OF	31432	Radio Antennas/Holsters	12/19/2018	136.50	136.50	01/07/2019
26	LIVINGSTON ACE HARDWARE -	E15115	Cleaning supplies	01/22/2019	59.96	59.96	01/25/2019
468	LIVINGSTON FIRE SERVICE, IN	15059	New vehicle bracket	01/18/2019	203.85	203.85	01/25/2019
3184	MASTERCARD	MACINNIS	Headlight	01/01/2019	10.49	10.49	01/23/2019
3184	MASTERCARD	MACINNIS	Ambulance	01/01/2019	4,720.95	4,720.95	01/23/2019
2299	RIVER BEND THREADS	1274	New fire jackets	01/14/2019	169.95	169.95	01/25/2019
2595	TOWN & COUNTRY FOODS - LI	121318	823-6002 Cleaning Supply	12/13/2018	19.46	19.46	01/07/2019
2595	TOWN & COUNTRY FOODS - LI	12319	8236002 Station Supplies	01/23/2019	34.28	34.28	01/30/2019
3731	W L CONSTRUCTION SUPPLY, I	20495	Sawzall Blades	01/18/2019	249.90	249.90	01/25/2019
<b>5510-442-420730-231 REP &amp; MAINT SUPPLIES</b>							
26	LIVINGSTON ACE HARDWARE -	E07955	Paracord	01/04/2019	9.99	9.99	01/14/2019
26	LIVINGSTON ACE HARDWARE -	E15669	Repair Supplies	01/24/2019	21.16	21.16	01/30/2019
26	LIVINGSTON ACE HARDWARE -	E15670	Credit	01/24/2019	5.60-	5.60-	01/30/2019
<b>5510-442-420730-232 REP &amp; MAINT-VEHICLES</b>							
3184	MASTERCARD	HARRINGTON	Latch	01/01/2019	26.98	26.98	01/23/2019
2106	MOUNTAIN MOBILE AUTO GLAS	14481	Medic 2 Windshield	01/25/2019	295.00	295.00	01/30/2019
<b>5510-442-420730-235 PATIENT SUPPLIES</b>							
3450	ARROW INTERNATIONAL, INC	9500870150	Patient Supplies	01/03/2019	752.50	752.50	01/14/2019
2662	BOUND TREE MEDICAL, LLC	53071507	Patient Supplies	12/27/2018	262.62	262.62	01/07/2019
2662	BOUND TREE MEDICAL, LLC	83055182	Patient Supplies	12/06/2018	65.18	65.18	01/07/2019
2662	BOUND TREE MEDICAL, LLC	83055183	Patient Supplies	12/06/2018	190.99	190.99	01/07/2019
2662	BOUND TREE MEDICAL, LLC	83063816	Patient Supplies	12/17/2018	200.08	200.08	01/07/2019
2662	BOUND TREE MEDICAL, LLC	83076591	Patient Supplies	01/03/2019	215.48	215.48	01/14/2019
2662	BOUND TREE MEDICAL, LLC	83089846	Patient Supplies	01/17/2019	184.81	184.81	01/25/2019
2662	BOUND TREE MEDICAL, LLC	83094706	Patient Supplies	01/23/2019	173.17	173.17	01/30/2019
2662	BOUND TREE MEDICAL, LLC	83099272	Patient Supplies	01/29/2019	267.20	267.20	01/30/2019
1845	GENERAL DISTRIBUTING COM	704216	Oxygen	11/30/2018	42.30	42.30	01/07/2019
1845	GENERAL DISTRIBUTING COM	708366	Oxygen	12/18/2018	278.32	278.32	01/07/2019
1845	GENERAL DISTRIBUTING COM	708753	Oxygen	12/20/2018	140.44	140.44	01/07/2019
1845	GENERAL DISTRIBUTING COM	712957	Oxygen	12/31/2018	43.71	43.71	01/14/2019
55	LIVINGSTON HEALTH CARE	0017153	Patient Supplies	01/17/2019	33.89	33.89	01/25/2019
55	LIVINGSTON HEALTH CARE	17152	Patient Supplies	01/03/2019	18.00	18.00	01/14/2019
55	LIVINGSTON HEALTH CARE	3896313	Patient Supplies	01/02/2019	28.14	28.14	01/07/2019
55	LIVINGSTON HEALTH CARE	3898205	Patient Supplies	01/03/2019	45.67	45.67	01/14/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>5510-442-420730-236 FUEL/OIL/DIESEL</b>							
2671	COMDATA	20310813	Fire/EMS Fuel	01/01/2019	1,182.71	1,182.71	01/07/2019
<b>5510-442-420730-343 UTILITIES-PHONES</b>							
272	PARK COUNTY	1075	Complex Phones-Nov	12/05/2018	22.37	22.37	01/03/2019
272	PARK COUNTY	1086	Complex Phones-Dec	01/09/2019	22.37	22.37	01/30/2019
<b>5510-442-420730-347 CELLULAR PHONE</b>							
879	VERIZON WIRELESS	9821843046	January Cell Phones	01/08/2019	39.06	39.06	01/25/2019
<b>5510-442-420730-368 R&amp;M-COMPUTER/OFFICE MACH</b>							
272	PARK COUNTY	1075	ON CALL SUPPORT 50% SEPT	12/05/2018	77.00	77.00	01/03/2019
272	PARK COUNTY	1075	On Call Support, Oct- 50%	12/05/2018	12.60	12.60	01/03/2019
272	PARK COUNTY	1075	Qtrly Port Scans, Aug- 50%	12/05/2018	3.60	3.60	01/03/2019
272	PARK COUNTY	1075	On Call Support- Aug- 50%	12/05/2018	8.40	8.40	01/03/2019
272	PARK COUNTY	1075	Firewall License/Maint 50%	12/05/2018	523.04	523.04	01/03/2019
272	PARK COUNTY	1075	VH HOST WARRANTY- 50%	12/05/2018	85.05	85.05	01/03/2019
272	PARK COUNTY	1075	VM HOST WARRANTIES- 50%	12/05/2018	72.23	72.23	01/03/2019
272	PARK COUNTY	1086	IT Support - Oct	01/09/2019	24.10	24.10	01/30/2019
272	PARK COUNTY	1086	IT Support - Nov	01/09/2019	24.68	24.68	01/30/2019
272	PARK COUNTY	1086	On call support	01/09/2019	10.60	10.60	01/30/2019
272	PARK COUNTY	1086	Server monitoring	01/09/2019	16.70	16.70	01/30/2019
<b>5510-442-420730-370 TRAVEL/LODGING/MEALS</b>							
2369	JUHNKE, LYDIA A.	TRAINING- BIL	Travel Expense Reimbursement-	01/06/2019	286.00	286.00	01/25/2019
<b>5510-442-420730-976 VEHICLES</b>							
3541	MONTANA AUTO TRADERS	20190128	2011 CHEVY SILVERADO 1500	01/28/2019	8,794.50	8,794.50	01/29/2019
Dated: _____							
Total AMBULANCE SERVICES:					20,640.10	20,640.10	
Mayor: _____							
City Council: _____							
Total Ambulance Services:					20,640.10	20,640.10	
Grand Totals: _____					378,455.23	378,455.23	

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

Report Criteria: \_\_\_\_\_

Invoices with totals above \$0.00 included.

Only paid invoices included.



**Backup material for agenda item:**

C. CONSENT - APPROVE PLEDGED SECURITIES FROM DECEMBER 2018

**DEPOSITORY BONDS AND SECURITIES**  
**December 31, 2018**

	<u>MATURITY</u>	<u>CUSIP NO.</u>	<u>TOTAL AMOUNT PLEDGED</u>
<b>FIRST INTERSTATE BANK</b>			
All Accounts			
Federal Deposit Insurance Corporation			\$ 250,000.00
FNNT	1/24/2020	3136G1B24	2,000,000.00
FCOR	12/20/2023	3133EH3N1	5,000,000.00
<b>TOTAL - First Interstate Bank</b>			<u><u>\$ 7,250,000.00</u></u>
<b>OPPORTUNITY BANK</b>			
All Accounts			
Federal Deposit Insurance Corporation			\$ 250,000.00
Montgomery County PA	10/1/2027	613579Z20	490,000.00
<b>TOTAL - Opportunity Bank</b>			<u><u>\$ 740,000.00</u></u>

**PLEDGED SECURITIES AND CASH IN BANK**  
**As of**  
**December 31, 2018**

**First Interstate Bank**

---

	<u>Total</u>
Cash & CD's on Deposit	\$ 4,016,455.15
FDIC Coverage	250,000.00
Amount Remaining	<u>3,766,455.15</u>
Pledges required @ 50%	1,883,227.58
Actual Amount of Pledges	7,000,000.00
Over (Under) Pledged	<u><u>\$ 5,116,772.43</u></u>

**PLEDGED SECURITIES AND CASH IN BANK**  
**As of**  
**December 31, 2018**

**Opportunity Bank of Montana**

---

	<u>Total</u>
Cash & CD's on Deposit	\$ 459,408.74
FDIC Coverage	250,000.00
Amount Remaining	<u>209,408.74</u>
Pledges required @ 50%	104,704.37
Actual Amount of Pledges	490,000.00
Over (Under) Pledged	<u><u>\$ 385,295.63</u></u>

**Backup material for agenda item:**

- A. ENERGY CORPS MEMBER, CAMERON TEHRANCHI TO PRESENT PROJECT UPDATE TO THE LIVINGSTON CITY COMMISSION.**

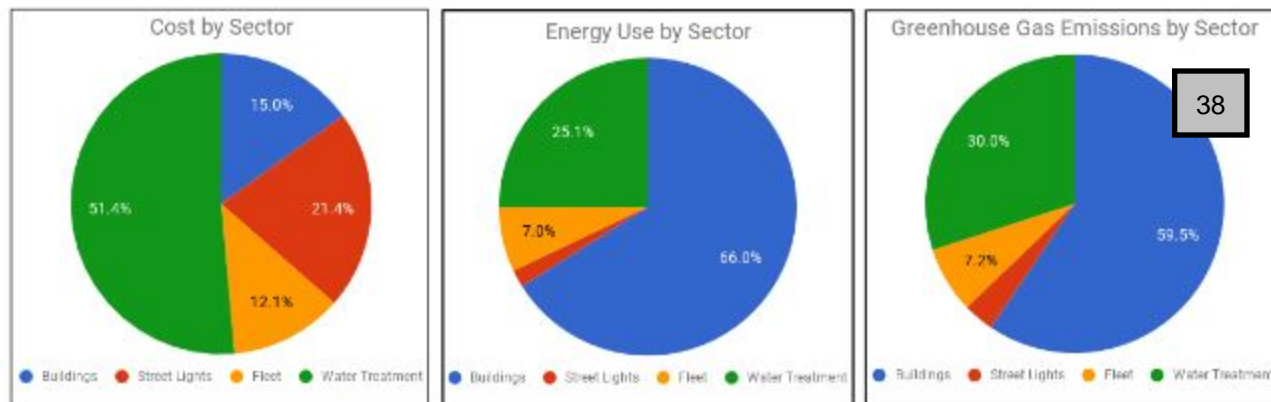


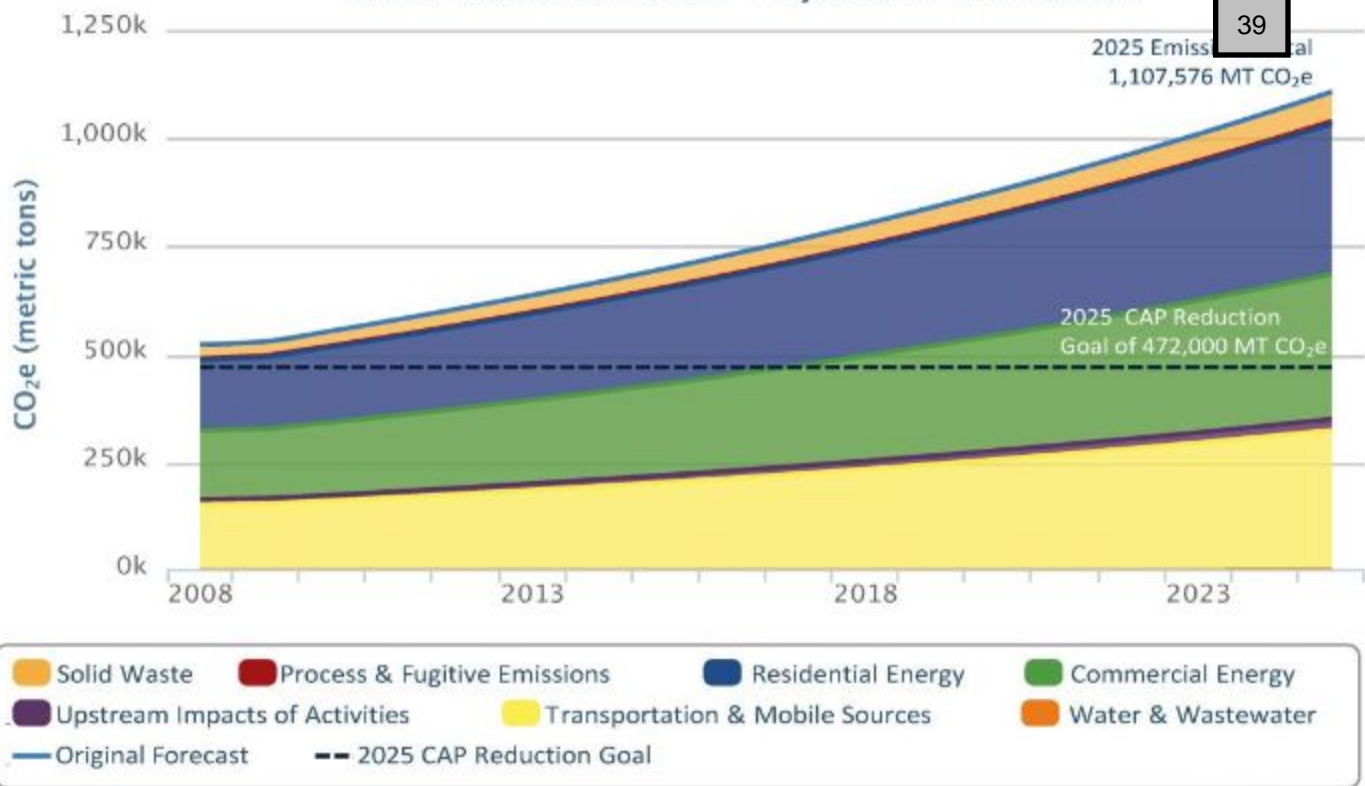
Figure 1: Total Annual Cost, Energy, and Emissions by Sector

Sector	Energy (MMBtu)	Energy Usage (%)	GHGs (mtCO <sub>2</sub> e)	GHG Usage (%)	Cost (\$)	Cost Usage (%)
Buildings & Facilities	18,062	66%	1132	59.5%	\$30,271.69	15%
Water Treatment	11,550	25.1%	577	30%	\$103,463.60	51.4%
Transportation Fleet	1,905	7%	137	7.2%	\$24,410.05	12.1%
Streetlights	519	1.9%	64	3.3%	\$43,081.48	21.4%
<b>Total</b>	<b>31,903</b>	<b>100%</b>	<b>1,910</b>	<b>100%</b>	<b>\$201,226.82</b>	<b>100%</b>

Table 2: Total Annual Cost, Energy, and Emissions by Sector  
 mtCO<sub>2</sub>e: Metric Tons of Carbon Dioxide Equivalents  
 MMBtus: Million British Thermal Units

Figure 9. Bozeman's greenhouse gas emissions in the baseline year of 2008 projected through 2025.

### 2008 "Business As Usual" Projected GHG Emissions



**Backup material for agenda item:**

- B. ROBERT MESTON WILL PRESENT INFORMATION REGARDING THE NLC SERVICE LINE WARRANTY PROGRAM AVAILABLE TO MONTANA HOMEOWNERS.**



# City of Livingston, MT



*we promise*



**Rob Meston**  
**412-874-8866**  
**[rmeston@utilitysp.net](mailto:rmeston@utilitysp.net)**



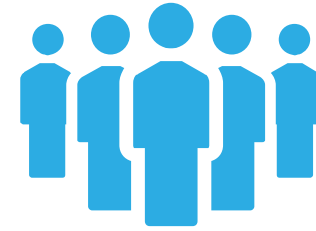
## WHY CHOOSE UTILITY SERVICE PARTNERS?



EXPERIENCE



REPUTATION



PARTNERSHIP



**BBB Torch Award for Marketplace Ethics**

Trust • Performance • Integrity

2013 Winner  
Western Pennsylvania Better Business Bureau®



This award underscores one of the primary reasons the National League of Cities selected USP as a partner and extended our agreement for another five years. The organization's exemplary record of customer service and transparency is what has driven the success of this partnership over the years.

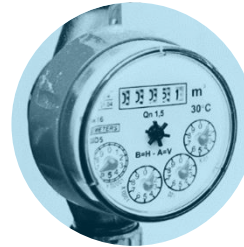
— Clarence Anthony, Executive Director  
National League of Cities

## PROGRAM BENEFITS

- Only Service Line Program Partnered with the National League of Cities and the Montana League of Cities and Towns.
- Helps address the public policy issue of aging infrastructure
- No cost for the Municipality to participate
- Ongoing Revenue Stream for the Municipality
- Educates homeowners about their lateral line responsibilities
- Free Public Awareness Campaign
- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service



## OUR SERVICE AND WHAT IT COVERS



EXTERNAL  
WATER/WELL  
LINE COVERAGE

Homeowner repair protection for leaking, clogged or broken water and lines from the point of utility connection to the home exterior

### Coverage includes:

- Educating homeowners about their service line responsibilities
- Up to \$8,500 coverage per repair incident
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

## OUR SERVICE AND WHAT IT COVERS



### INTERIOR PLUMBING AND DRAINAGE

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry

### Coverage includes:

- Up to \$3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water supply, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

## MARKETING APPROACH

- No Public Funds are used in marketing, distribution, or administration of the program.
  - Only market by direct mail, no telemarketing
  - Would never mail without your review and approval of marketing material before each and every campaign
  - Limited mailing campaigns per year
  - Consumer friendly marketing
  - Always voluntary for the homeowner
- 
- Consumers can enroll one of three ways:
    - Calling into our toll free number that is provided on the mailing;
    - Returning the bottom of the letter to us in the self addressed stamped envelope provided
    - Visiting our consumer website [www.slwofa.com](http://www.slwofa.com) at any time

Q & A



**Backup material for agenda item:**

- A. RESOLUTION NO. 4835 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH TISCHLERBISE, INC. TO UPDATE THE CITY'S IMPACT FEE STUDY.**



**RESOLUTION NO. 4835**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH TISCHLERBISE, INC. TO UPDATE THE CITY’S IMPACT FEE STUDY.**

\_\_\_\_\_

**WHEREAS**, TischlerBise, Inc. is engaged in the business of professional fiscal, economic, and planning consulting, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the Services per the Professional Services Agreement and is ready, willing and able to undertake and perform the same; and

**WHEREAS**, the City of Livingston is a municipal corporation and political subdivision of the State of Montana, and desires to have an outside analysis and a written update to the City’s Impact Fee Study for the six different impact fees currently collected, which include Water, Wastewater, Police, Fire/EMS, Transportation and Recreation; and

**WHEREAS**, the City of Livingston and TischlerBise, Inc. desire to work together and also desire to define their respective rights, duties and obligations in connection with their relationship and, as a result, the Parties desire to process under the terms and conditions contained in the attached agreement; and

**WHEREAS**, the City Manager is ready and willing to sign the Agreement upon obtaining authorization from the Livingston City Commission.

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

On the City of Livingston’s behalf, the City Manager is hereby authorized to sign the Professional Services Agreement with TischlerBise, Inc.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of February, 2019.

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

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**LISA HARRELD**  
Recording Secretary

\_\_\_\_\_  
**JAY PORTEEN**  
City Attorney

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 414 East Callender Street, Livingston, Montana 59047 (hereinafter referred to as the "City"), and TISCHLERBISE, INC., a Maryland company with its principal office located at 4701 Sangamore Road, S240, Bethesda, MD 20816 (hereinafter referred to as the "Consulting Professional"; and together with the City, the "Parties").

### RECITALS:

- A. The City desires to have an outside analysis and a written update to the City's Impact Fee Study for the six different impact fees currently collected, which include Water, Wastewater, Police, Fire/EMS, Transportation and Recreation.
- B. Because there are sufficient funds for this outside analysis and written update, the City now desires for the above named Consulting Professional to perform the analysis and written update, and the Consulting Professional desires to perform the analysis and written update, all according to the terms and conditions set forth below.
- C. The Consulting Professional is engaged in the business of professional fiscal, economic, and planning consulting, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the Services (as defined below), and is ready, willing and able to undertake and perform the same under the terms and conditions contained in this Agreement.

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

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. CONSULTING PROFESSIONAL'S SERVICES. City agrees to retain Consulting Professional to perform all services and comply with all obligations, including but not limited to the timelines, specified or indicated in the Scope of Work attached hereto and incorporated herein as Exhibit A (collectively, the "Services").

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

5. COMPENSATION.

- a. For the satisfactory completion of the Services, the City will pay the Consulting Professional a sum not to exceed Sixty Eight Thousand, Two Hundred and Sixty and No/100 Dollars (\$68,260.00).
- b. The Consulting Professional shall submit an invoice every month if it has provided the City with Services during the preceding month. The invoices will include charges for the Services actually performed during the associated billing period. The invoices shall include, at a minimum, the following information: (i) a clear description of the tasks performed; (ii) identification of the project with which all charges are associated; (iii) the contracted dollar amount for the Services, if applicable; (iv) the Services completed to date for the associated project; and (v) the Services that remain to be completed for the associated project.
- c. In addition to the requirements set forth in subpart 5.b., above, in connection with obtaining payment under this Agreement, the Consulting Professional agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Consulting Professional assumes responsibility for the late filing of a claim.
- d. In the event the Consulting Professional seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Consulting Professional must seek prior written authorization from the City before such expenditure is incurred. If the Consulting Professional fails to obtain prior written authorization, the Consulting Professional shall not be entitled to payment for the unauthorized work, materials or services.

6. CONSULTING PROFESSIONAL'S RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES. The Consulting Professional represents and warrants as follows:

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

- b. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, performance and furnishing of the Services.
  - c. It has reviewed and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.
  - d. In connection with the Services, it will exercise the standard of care that is ordinarily used by members of the Consulting Professional's profession practicing under similar conditions at the same time and in the same locality.
7. OWNERSHIP OF DOCUMENTS. All data, information, work in progress, documents, reports, and intellectual property developed in connection with any work under this Agreement, both in hard-copy form and as may be embodied on computer diskettes or similar information recording and storage media, is deemed the City's property and, upon request, shall be delivered to the City. Following the City's acceptance of materials described in this paragraph, the City shall indemnify and hold Consulting Professional harmless for any changes or revisions to the plans and related documents the Consulting Professional prepares under this Agreement that are made without Consulting Professional's knowledge and written consent. The City's use of any files that are secured from the Consulting Professional that are not in final format is at the City's own risk.
8. TERMINATION OF THIS AGREEMENT.
  - a. If the City fails to substantially perform in accordance with the terms of this Agreement, the Consulting Professional shall deliver to the City a written notice specifying the nature of the City's failure to substantially perform. The City shall have a period of twenty-one (21) days after receiving the written notice from the Consulting Professional to cure the failure to perform. If the City fails to cure its failure to perform within the 21-day cure period, the Consulting Professional shall provide the City with a written notice to terminate this Agreement. The Consulting Professional may only terminate this Agreement if it is not at fault for the City's failure to perform. Failure of the City to make payment as provided in this Agreement shall be considered nonperformance and cause for termination, unless the Consulting Professional is at fault for the City's nonpayment.
  - b. The City may terminate this Agreement upon not less than thirty (30) days prior written notice to Consulting Professional. If the City terminates this Agreement for

a reason other than fault of the Consulting Professional, the Consulting Professional shall receive compensation for the work/services performed prior to termination, together with reasonable expenses incurred up to the date of termination.

9. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Consulting Professional shall indemnify the City, its officers, employees, agents and representatives against any and all claims, actions, costs, fees (including but not limited to attorney fees and all defense costs), losses, liabilities or damage of whatever kind or nature arising from or related to Consulting Professional's performance of this Agreement and the Services (or the work of any subcontractor to Consulting Professional). In the event a claim should be brought or an action filed against the City with respect of the subject of this Agreement, Consulting Professional agrees that the City may, at its election, employ attorneys of its own selection to appear and defend the claim or action on behalf of the City, at the expense of the Consulting Professional. City, at its option, shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the City.
10. INSURANCE. In addition to any other insurance which Consulting Professional may choose to carry, the Consulting Professional shall, at its sole expense, maintain in effect during the performance of this Agreement all of the following insurance: (a) workers' compensation as required by the law of the state in which Consulting Professional is located; (b) comprehensive commercial general liability insurance, including personal injury liability, automobile, blanket contractual liability and broad-form property damage liability coverage with a single limit of \$1,000,000 each occurrence, \$2,000,000 general aggregate; and (c) professional liability with a limit of \$1,000,000 per claim and \$1,500,000 aggregate made against Consulting Professional for errors or omissions in the performance of this Agreement. Consulting Professional's certificates of insurance are attached hereto and incorporated herein as **Exhibit B**. Any certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage.
11. COMPLIANCE WITH LAWS. The Consulting Professional agrees it will comply with all federal, state and local laws, rules and regulations.
12. SURVIVAL. All express representations, indemnifications, or limitations of liability made in or given in this Agreement shall survive completion of the Services or the termination of this Agreement for any reason.

13. FORCE MAJEURE. The Parties shall not hold each other responsible for damages or delay in the performance of this Agreement caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
14. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required, and addressed as follows:
- City: City of Livingston  
Attn: Jim Woodhull  
330 Bennett Street  
Livingston, Montana 59047
- Consulting Professional: TischlerBise, Inc.  
4701 Sangamore Road, S240  
Bethesda, Maryland 20816
- Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
15. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
16. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
17. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties.



18. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
19. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
20. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of a third party, including contractors, subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the Consulting Professional or the City from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.
21. VENUE. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue under this Agreement.
22. GOVERNING LAW. This Agreement shall be governed by the law of the State of Montana without respect to its conflicts of law principles.
23. LIAISON. The designated liaison with the City is Jim Woodhull, who can be reached at (406) 222-4903. The Consulting Professional's liaison is Carson Bise, who can be reached at 301-320-6800 x12
24. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the state of Montana, without regard to its conflicts of law principles.


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

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

**CITY OF LIVINGSTON**

**TISCHLERBISE, INC.**

\_\_\_\_\_  
**Michael Kardoes, City Manager**

  
\_\_\_\_\_  
**Name:** L. Carson Bise  
**Title:** President

[ Exhibit A ]

[ Scope of Work ]

## Appendix A: Scope of Work

### TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with City staff to establish lines of communication, review and discuss project goals and expectations related to the project, review (and revise if necessary) the project schedule, request data and documentation related to new proposed development, and discuss City staff's role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review current demographics and other land use information for the City.
- Review and refine work plan and schedule.
- Discuss current and previous work efforts related to this topic.
- Assess additional information needs and required staff support.
- Identify and collect data and documents relevant to the analysis.
- Identify any major relevant policy issues.

**Meetings:**

One (1) on-site visit to meet with City project management team/City staff as appropriate.

**Deliverables:**

1) Revisions to project schedule, if necessary. 2) Data request memorandum.

### TASK 2: REVIEW OF CURRENT IMPACT FEE PROGRAM

In this Task, TischlerBise will conduct a comprehensive review of the City's current impact fee program to ensure compliance with all State of Montana statutory regulations. This will include a review of the methodology, growth assumptions, levels of service, cost factors, the need for credits, and historical revenue versus actual expenditures. In addition, TischlerBise will review the City's processes for assessing and spending impact fees for compliance with applicable City ordinances and the Montana Impact Fee Act. This will include reviewing language from other Montana jurisdictions. This subtask will conclude with a Technical Memorandum discussing recommended methodology changes, which will serve as a guide forward, as well as recommendations to improve administrative and other implementation issues (if noted).

**Meetings:**

One (1) on-site visit to meet with City project management team/staff as appropriate (as Part of Task 1).

***Deliverables:***

1) Revisions to project schedule, if necessary. 2) Data request memorandum. 3) Technical Memorandum on Review of Current City Impact Fee Program.

**TASK 3: PREPARE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS**

The purpose of this task is to review and understand the current demographics of the City as they relate to growth and development and determine the likely development future for the City in terms on new population, housing units, employment, and nonresidential building area over the next 10-20 years. Information from the City, as well as TischlerBise's experience preparing market analyses throughout the country will serve as the basis for preparing projections of residential and nonresidential development for consideration by staff and the Impact Fee Advisory Committee. TischlerBise will prepare a plan that includes projections of changes in land uses, densities, intensities, and population for specific service areas.

***Meetings:***

Discussions with the City's Building and Planning Department will be held as part of Task 1, as well as conference calls as needed. This trip can also be timed to include a meeting with City Commission to discuss the fee update process.

***Deliverables:***

TischlerBise will prepare a draft technical memorandum discussing the recommended land use factors and projections. After review and sign-off by the City, a final memorandum will be issued, which will become part of the final Impact Fee Report.

**TASK 4: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS**

This Task as well as Tasks 4-6 may vary somewhat depending on the methodology applied to a particular impact fee category. The impact fee study for each facility type would be presented in separate chapters in the impact fee report.

**Identify Facilities/Costs Eligible for Impact Fee Funding.** As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development on the need for additional facilities, by type, and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, the City may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the City might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All of these components will be considered in developing an equitable allocation of costs.

**Identify Appropriate Level of Service (LOS) Standards.** We will review needs analyses and LOS for each facility type. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas for each fee category.

***Meetings:***

Two (2) meetings with City staff to discuss capital facility needs and levels-of-service.

***Deliverables:***

Memoranda as appropriate. Results integrated into Draft/Final Impact Fee Reports.

**TASK 5: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES**

The purpose of this Task is to determine the methodology most appropriate for each impact fee category. Selection of the particular methodology for each component of the impact fee category will depend on which is most beneficial for the City. In a number of cases, we will prepare the impact fees for a particular infrastructure category using several methodologies and will discuss the trade-offs with the City. This allows the utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new building while an incremental approach may be appropriate for support vehicles and equipment. By testing all possible methodologies, the City is assured that the maximum supportable impact fee will be developed. Policy discussions will then be held at the staff level regarding the trade-offs associated with each allocation method prior to proceeding to the next task.

***Meetings:***

One (1) conference call with City staff to discuss issues related to allocation methodologies

***Deliverables:***

“Storyboard” presentation on fee categories. See Task 8.

#### **TASK 6: DETERMINE NEED FOR "CREDITS" TO BE APPLIED AGAINST CAPITAL COSTS**

A consideration of "credits" is integral to the development of a legally valid impact fee methodology. There is considerable confusion among those who are not immersed in impact fee law about the definition of a credit and why it may be required.

There are two types of "credits" that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee study.

***Deliverables:***

Memoranda as appropriate. See Task 8.

#### **TASK 7: CONDUCT FUNDING AND CASH FLOW ANALYSIS**

In order to prepare a meaningful capital funding strategy, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case, some consideration should be given to anticipated funding sources. This calculation will allow the City to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted.

The initial cash flow analysis will indicate whether additional funds might be needed or if the funding strategy might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs.

***Deliverables:***

See Task 8.

#### **TASK 8: PREPARE IMPACT FEE REPORTS, PUBLIC PRESENTATIONS**

TischlerBise will prepare a draft report for the City's review. The report will summarize the need for impact fees (by category) in the City of Livingston and the relevant methodologies employed in the calculations. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive summary.
- A detailed description of the methodologies used during the study.
- A detailed description of all LOS standards and cost factors used and accompanying rationale.
- A detailed schedule of all proposed fees listed by land use type and activity.

- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash flow analysis.
- Implementation and administration procedures.

Following the City's review of the draft report, we will make mutually agreed upon changes to the impact fee report and issues a final version.

TischlerBise's report(s) will have flow diagrams clearly indicating the methodology and approach, a series of tables for each activity showing all of the data assumptions and figures, and a narrative explaining all of the data assumptions, sources and the methodologies. The report will be a stand-alone document clearly understood by all interested parties. Because of the firm's extensive experience in calculating impact fees and preparing such reports, we have developed a very succinct written product that leaves a well-understood paper trail.

***Meetings:***

One (1) meeting/presentation to present the draft and final Impact Fee Studies with the City Commission.

***Deliverables:***

Draft and final reports and presentation materials for meetings.

**TASK 9: PREPARE FEE COMPARISON FOR PEER COMMUNITIES**

This task consists of several subtasks, which are described in detail below:

**Analysis of Peer Community Fee Structures.** In this Task, TischlerBise will prepare a comparative analysis of peer communities' impact fee structures. The analysis will compare how the proposed impact fee structure for the City of Livingston compares to other peer communities, including noting any differences in fee schedules and methodologies as well as identify any fees that the City does not currently collect that others may.

***Deliverables:***

Peer Community Impact Fee Comparison.

**TASK 10: ASSIST WITH IMPACT FEE ADVISORY COMMITTEE**

Per the Montana Impact Fee Act, the City is required to establish an Advisory Committee to assist in the development and review of land use assumptions, capital improvement plans, and impact fees. The purpose of this committee is to allow interested parties designated by the City in accordance with the Act, to understand assumptions and raise questions about the technical demographic, cost, revenue, credit and other data and supporting documentation that is being used in the calculation of impact fees. This will not be a forum to discuss the political and/or philosophical use of fees. Rather it will be an opportunity for these interested parties to understand the soundness and the reasonableness of the technical impact fee methodology. Based on our experience, we propose two meetings with this group. The first meeting would be an "open house" where members of the Advisory Committee, elected and appointed officials and the

general public (if desired) can come to learn about impact fees in general, Meeting 1 would focus on the land use assumptions as well as the initial data assumptions proposed methodologies and services areas and the process going forward. Meeting 2 would focus on the presentation of the draft Impact Fee Report.

***Deliverable:***

Draft and final reports and presentation materials for meetings.

***Meetings:***

Two (2) meetings with Impact Fee Advisory Committee.

**TASK 11: IMPLEMENTATION ASSISTANCE**

Based on our findings from our review of the City current impact fee program (see Task 2), as well as input received during meetings with Impact Fee Advisory Committee, Tischler will draft any recommended amendments to the City's impact fee ordinance. These will be coordinated in draft form, first with staff and, as directed, with City legal counsel, before finalizing for consideration of adoption by the City Commission.

***Deliverables:***

Draft/Final Text Amendments to City Impact Fee Ordinance.



## Appendix B: Project Cost

The following table presents our proposed project fee schedule for this assignment and encompasses the tasks, our anticipated number of meetings, and anticipated deliverables. Please note that this is a fixed fee, not-to-exceed, proposal and includes direct expenses related to the project.

<b>PROPOSED FEE SCHEDULE FOR LIVINGSTON, MONTANA</b>					
<b>Project Team Member:</b>	<b>Bise</b>	<b>Herlands</b>	<b>Grimm</b>	<b>Total</b>	
<b>Job Title:</b>	<b>Principal-in-Charge</b>	<b>Analyst</b>	<b>Project Support</b>	<b>Hours</b>	<b>Cost</b>
<b>Hourly Rate*</b>	<b>\$200</b>	<b>\$190</b>	<b>\$180</b>		
Task 1: Project Initiation/Data Acquisition	8	0	4	12	\$2,320
Task 2: Review of Current Impact Fee Program	16	0	0	16	\$3,200
Task 3: Prepare Land Use Assumptions and Development Projections	8	12	12	32	\$6,040
Task 4: Determine Capital Facility Needs and Service Levels	32	26	24	82	\$15,660
Task 5: Evaluate Different Allocation Methodologies	8	16	4	28	\$5,360
Task 6: Determine Need for "Credits"	4	8	0	12	\$2,320
Task 7: Conduct Funding and Cash Flow Analysis	4	16	0	20	\$3,840
Task 8: Prepare Impact Fee Reports, Public Presentations	28	48	8	84	\$16,160
Task 9: Prepare Fee Comparison for Peer Communities	2	0	8	10	\$1,840
Task 10: Assist with Impact Fee Advisory Committee	12	0	4	16	\$3,120
Task 11: Implementation Assistance	8	0	0	8	\$1,600
Expenses					\$6,800
<b>Total Cost:</b>	<b>130</b>	<b>126</b>	<b>64</b>	<b>320</b>	<b>\$68,260</b>

**{ Exhibit B }**  
**[ Certificates of Insurance ]**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD) **67**  
1/18/20

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

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

<b>PRODUCER</b> Henry A Latimer and Son, Inc. 4701 Sangamore Rd. Suite S-250 Bethesda MD 20816		<b>CONTACT NAME:</b> Marty Ramey <b>PHONE (A/C, No, Ext):</b> (301) 229-1500 <b>FAX (A/C, No):</b> (301) 320-2458 <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
		<b>INSURER A:</b> Erie Insurance Company 26263	
		<b>INSURER B:</b> Erie Insurance Exchange 26271	
		<b>INSURER C:</b> Travelers Indemnity Company	
		<b>INSURER D:</b> Travelers Indemnity Co	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
------------------	----------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Q970143648	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						\$	
A	<b>AUTOMOBILE LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Q970143648	6/1/2018	6/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Q300171541	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000	
	DED <input type="checkbox"/> RETENTION \$						\$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/>	N/A	UB00N202146	10/22/2018	10/22/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
D	<b>Professional Liability</b>			105783307	5/28/2018	5/28/2019	\$1,000,000 claims made	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Livingston its elected and appointed officials and agents are listed as an additional insured.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
CITY OF LIVINGSTON, MONTANA 414 East Callender Street Livingston, Montana 5904	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  R Latimer, Jr./MARTY

## City of Livingston Fiscal Note

Resolution #

4835

### Fiscal Analysis Assumptions

This resolution authorized the City Manager to sign a Professional Services Agreement with Tischlerbise, Inc. for the 2019 Impact Fee Study. The cost of this study is \$68,261 and will be offset by \$50,000 in CDBG Grant Revenue resulting in a net cost to the City of \$18,261.

Fiscal Year	Budgeted Amount	Operating Cost	CDBG Grant Proceeds	Net Effect Budget
<b>General Fund</b>				
2019	-	9,311	(6,820)	(2,491)
2020				-
<b>Street Maintenance Fund</b>				
2019	-	12,956	(9,490)	(3,466)
2020				-
<b>Water</b>				
2019	-	22,417	(16,420)	(5,997)
2020				-
<b>Sewer</b>				
2019	-	23,577	(17,270)	(6,307)
2020				-
<b>Total</b>	-	68,261	(50,000)	(18,261)

Backup material for agenda item:

- B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR THE LIVINGSTON CAPITAL IMPROVEMENT PLAN STREET PROJECT AND THE 5TH AND 8TH SEWER MAIN REPLACEMENT PROJECT.

**RESOLUTION NO. 4836**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR THE LIVINGSTON 2019 CAPITAL IMPROVEMENT PLAN PROJECT AND THE 5<sup>TH</sup> AND 8<sup>TH</sup> SEWER MAIN REPLACEMENT PROJECT.**

**WHEREAS**, the Livingston City Commission desires to make improvements to Main Street from just south of Lewis Street to Geysler Street and Clark Street from B Street to the alley between Main and 2<sup>nd</sup> Street and the Sewer Main in the alley from 5<sup>th</sup> Street to 8<sup>th</sup> Street between Front Street and Chinook Street; and

**WHEREAS**, the City has requested a construction management proposal from TD&H for 2019 Capital Improvements Project as well as sewer project on 5<sup>th</sup> Street and 8<sup>th</sup> Street Sewer Main replacement project; and

**WHEREAS**, TD&H has proposed a construction management contract with a total cost of \$226,490.00, representing approximately 10% of anticipated construction costs in the current project.

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

On the City of Livingston's behalf, the City Manager is hereby authorized to enter into a professional services agreement with TD&H for the 2019 Capital Improvement Project Schedule I and Schedule II for an amount not to exceed \$226,490.00. The City Manager is hereby authorized to execute this Agreement, including use of the project contingency funds outlined in the attached Professional Services Agreement as he deems necessary.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**DOREL HOGLAND - Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**LISA HARRELD**  
Recording Secretary

\_\_\_\_\_  
**JAY PORTEEN**  
City Attorney

**Resolution No. 4836**  
**Authorizing the City Manager to enter into a professional services agreement with TD&H for the 2019 Capital Improvement Project.**



**Backup material for agenda item:**

- C. RESOLUTION NO. 4837- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH WESTERN MUNICIPAL CONSTRUCTION OF MONTANA, INC.**



**RESOLUTION NO. 4837**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH WESTERN MUNICIPAL CONSTRUCTION OF MONTANA, INC.**

\_\_\_\_\_

**WHEREAS**, Western Municipal Construction of Montana, Inc. is engaged in the business of providing construction and building services, independent of the City of Livingston, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the tasks required in this project for the City of Livingston; and

**WHEREAS**, the City of Livingston and Western Municipal Construction of Montana, Inc., desire to define their respective rights, duties and obligations with respect to their relationship and, as a result, they desire to proceed under the terms and conditions contained in the agreement; and

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

On the City of Livingston's behalf, the City Manager is hereby authorized to enter into the General Services Agreement with Western Municipal Construction of Montana, Inc., which document is attached hereto and incorporated herein as Exhibit A. The City Manager is hereby authorized to execute this Agreement, including use of the ten percent project contingency funds as he deems necessary.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**Dorel Hoglund - Chairman**

**ATTEST:**

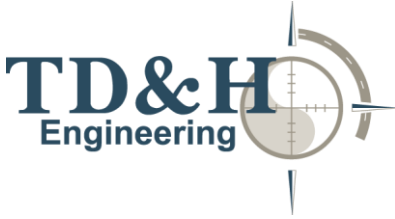
**APPROVED AS TO FORM:**

\_\_\_\_\_  
**LISA HARRELD**  
 Recording Secretary

\_\_\_\_\_  
**JAY PORTEEN**  
 City Attorney

**Resolution No. 4837**  
**Authorizing the City Manager to sign a General Services Agreement with Western Municipal Construction of Montana, Inc.**

234 East Babcock Street  
Suite 3  
Bozeman, MT 59715



406.586.0277  
tdhengineering.com

January 30, 2019

Mr. Shannon Holmes – Public Works Director  
City of Livingston  
330 Bennett Street  
Livingston, MT 59047

**RE: PROPOSAL FOR CONSTRUCTION ADMINISTRATION FOR 2019 CIP**

Dear Shannon,

Thank you for the opportunity to submit this proposal to provide engineering services for construction during the 2019 CIP in Livingston.

**SCOPE OF WORK - ENGINEERING**

Our scope of work for each schedule includes:

- Perform bidding services.
- Community meetings.
- Shop drawing review.
- Preconstruction conference.
- Construction staking.
- Construction inspection and testing.
- Project management and weekly meetings.
- Project closeout and record drawings.

Our proposed scope takes us through bidding services, construction inspection and submitting record drawings to MDEQ for both schedules of work in the 2019 CIP. If Schedule II is not awarded, we have that as a separate item so it is easily removed from the scope of work. We have designated a separate resident project representative (RPR) for each schedule if the work occurs simultaneously at a rate of \$79/hour.

**SCHEDULE AND FEE**

Schedule I

Contract time for this schedule is set at 140 calendar days, which equates to 19 weeks of construction. The Schedule I fee includes additional survey, design and inspection for Clark Street sewer extension that was not in the original scope for this phase of the CIP. We have also included several trips for our senior level construction manager/P.E., Mike Kirkpatrick, to help maintain good communication with Contractor and work through the construction issues that inevitably occur on large rehabilitation projects. Our estimated fees for the scope outlined above are listed below:

1. Bidding Services (Both schedules) .....	<b>\$4,800</b>
2. Construction Staking .....	<b>\$16,500</b>
3. Construction Inspection and Management .....	<b>\$137,700</b>
4. Record Drawings .....	<b>\$1,000</b>
Subtotal	<b>\$160,000</b>
10% Contingency	<b>\$16,000</b>

**TOTAL ENGINEERING AND CONSTRUCTION  
ADMINISTRATION SCHEDULE I FEE \$176,000**

Schedule II

Contract time for this schedule is 45 calendar days, which will be 6 weeks of construction. Our estimated fees, for the scope as outlined above, are listed below:

1. Construction Staking .....	<b>\$1,500</b>
2. Construction Inspection and Management .....	<b>\$43,600</b>
3. Record Drawings .....	<b>\$800</b>
Subtotal	<b>\$45,900</b>
10% Contingency	<b>\$4,590</b>

**TOTAL CONSTRUCTION  
ADMINISTRATION SCHEDULE II FEE \$50,490**

<b>2019 CIP – TOTAL BOTH SCHEDULES</b>	<b>\$226,490</b>
----------------------------------------	------------------

The base bid for Schedule I including \$100,000 for the Clark Street sewer extension is \$1,793,844 and The Engineer’s Opinion for Probable Cost of Construction (EOPCC) for Schedule II is \$431,878 for a total CIP estimated construction cost of \$2,225,722. Our construction management fee of \$226,490 represents approximately 10% of anticipated construction costs in the current project.

Thank you for the opportunity to submit this proposal. We appreciate your confidence in our firm, and we look forward to continuing our work with you on this project. If you have any questions or comments regarding this proposal or wish to discuss the scope of services, please call.

Sincerely,

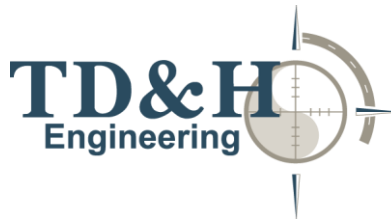


**Matt McGee, PE**  
Project Manager  
**TD&H ENGINEERING**

J:\2018\B18-051 Livingston Capital Improvement Project Phase III and VI\DOCUMENTS\CONTRACTS\CONSTRUCTION MANAGEMENT\LIVINGSTON 2019 CIP CONSTRUCTION MANAGEMENT PROPOSAL.DOC



234 East Babcock Street  
Suite 3  
Bozeman, MT 59715



406.586.0277  
tdhengineering.com

January 30, 2019

Shannon Holmes, Public Works Director  
City of Livingston  
330 North Bennett Street  
Livingston, MT 59047

**RE: CITY OF LIVINGSTON 2019 CIP – SCHEDULE I  
ENGINEER RECOMMENDATION**  
TD&H ENGINEERING JOB NO. B18-051

Dear Shannon,

TD&H has tabulated the bids from contractors for Schedule I of the 2019 CIP. After an active and successful bidding period, overall three contractors submitted bids on the downtown work. All contractors submitted bids to the City of Livingston on January 25, 2019. The tabulated bids are detailed and attached including the engineer’s estimate. TD&H did the proper background due diligence for the apparent low bidder for the downtown work, Western Municipal Construction, which includes reference checks and requested background summary. This information is also attached to this letter.

The low bid for the downtown work came in as follows:

	<u>Engineer’s Estimate</u>	<u>Low Bid (Western)</u>
<b>Schedule I</b>	\$2,071,624.75	\$1,693,844.00

Western Municipal has confirmed that they are comfortable with their numbers to complete a successful project and their Work In Progress (WIP) shows they have the capacity to begin rehabilitation work as early as March 11, 2019, weather permitting.

At this time, TD&H recommends that the City of Livingston enter into negotiations with Western Municipal Construction for Schedule I of the 2019 CIP. TD&H has verified that Western has included the following in their bid: Montana Davis Bacon prevailing wages, 1% GRT Tax, and a performance and payment bond.

Once we have approval to enter into negotiations for the downtown work, TD&H will prepare a contract, set up a preconstruction meeting, and oversee the construction of the project.

Please let me know if you have any questions.

Sincerely,



**Matt McGee, PE**  
Project Manager  
**TD&H ENGINEERING**

Attachments: 2019 CIP Schedule I Bid Tabulation  
Western Municipal Qualifications and References

J:\2018\B18-051 Livingston Capital Improvement Project Phase III and  
VI\CONSTRUCTION\WESTERN\CITY OF LIVINGSTON RECOMENDATION TO AWARD CIP.DOC

**City of Livingston Livingston 2019 CIP**  
**Bid Tabulation 1/28/2019**  
**Schedule I**



ITEM NO.	DESCRIPTION	EST. QUANTITY	UNIT	Engineer's Estimate		Western Municipal		COP		JR Civil	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>Schedule I</b>											
1	Mobilization (Maximum 5% of Total Bid)	1	LS	\$ 98,413.75	\$ 98,413.75	\$ 84,500.00	\$ 84,500.00	\$ 78,933.00	\$ 78,933.00	\$ 100,000.00	\$ 100,000.00
2	Mobilization - Week of July 4th	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00	\$ 1,000.00	\$ 1,000.00
3	Overhead Power Line Safety Compliance	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,750.00	\$ 2,750.00
4	Temporary Utility Pole Support	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 100.00	\$ 100.00
5	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 18,000.00	\$ 18,000.00	\$ 20,000.00	\$ 20,000.00
6	Locate and Protect Public and Private Utilities,	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00
7	Water Main										
8	8" PVC C900 DR 14	136	LF	\$ 72.00	\$ 9,792.00	\$ 75.00	\$ 10,200.00	\$ 90.00	\$ 12,240.00	\$ 75.00	\$ 10,200.00
	Ductile Iron Fittings										
	Bends										
	8" 45°	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 950.00	\$ 3,800.00	\$ 500.00	\$ 2,000.00	\$ 1,750.00	\$ 7,000.00
9	Connect to Existing Water Main	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 3,500.00	\$ 7,000.00	\$ 1,900.00	\$ 3,800.00	\$ 1,650.00	\$ 3,300.00
10	Gate Valves and Boxes, In Place										
	8"	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 2,100.00	\$ 4,200.00	\$ 1,800.00	\$ 3,600.00	\$ 3,250.00	\$ 6,500.00
11	Cap Existing Curb Box	4	EA	\$ 400.00	\$ 1,600.00	\$ 300.00	\$ 1,200.00	\$ 410.00	\$ 1,640.00	\$ 220.00	\$ 880.00
12	Sanitary Sewer Pipe										
	6" PVC SDR 35	400	LF	\$ 60.00	\$ 24,000.00	\$ 40.00	\$ 16,000.00	\$ 54.00	\$ 21,600.00	\$ 52.00	\$ 20,800.00
	10" PVC SDR 35	611	LF	\$ 80.00	\$ 48,880.00	\$ 62.00	\$ 37,882.00	\$ 64.00	\$ 39,104.00	\$ 74.00	\$ 45,214.00
	12" PVC SDR 35	456	LF	\$ 85.00	\$ 38,760.00	\$ 85.00	\$ 38,760.00	\$ 72.00	\$ 32,832.00	\$ 86.00	\$ 39,216.00
	21" PVC SDR 35	330	LF	\$ 150.00	\$ 49,500.00	\$ 130.00	\$ 42,900.00	\$ 95.00	\$ 31,350.00	\$ 167.00	\$ 55,110.00
13	Plug and Abandon Existing Sewer Service 6"	5	EA	\$ 150.00	\$ 750.00	\$ 180.00	\$ 900.00	\$ 50.00	\$ 250.00	\$ 10.00	\$ 50.00
14	6" Sanitary Sewer Cleanout	10	EA	\$ 600.00	\$ 6,000.00	\$ 550.00	\$ 5,500.00	\$ 960.00	\$ 9,600.00	\$ 475.00	\$ 4,750.00
15	6" Sewer Wyes	10	EA	\$ 250.00	\$ 2,500.00	\$ 600.00	\$ 6,000.00	\$ 130.00	\$ 1,300.00	\$ 185.00	\$ 1,850.00
16	Temporary Sewer Service	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 4,350.00	\$ 4,350.00
17	Bypass Pumping	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 11,000.00	\$ 11,000.00	\$ 83,000.00	\$ 83,000.00	\$ 28,750.00	\$ 28,750.00
18	Remove Existing Sewer Manhole	4	EA	\$ 750.00	\$ 3,000.00	\$ 850.00	\$ 3,400.00	\$ 420.00	\$ 1,680.00	\$ 1,500.00	\$ 6,000.00
19	4' Dia. Sewer Manhole (5-foot depth)	5	EA	\$ 3,000.00	\$ 15,000.00	\$ 3,500.00	\$ 17,500.00	\$ 3,400.00	\$ 17,000.00	\$ 5,350.00	\$ 26,750.00
20	Extra Depth Sewer Manholes	36	VF	\$ 110.00	\$ 3,960.00	\$ 99.00	\$ 3,564.00	\$ 100.00	\$ 3,600.00	\$ 110.50	\$ 3,978.00
21	5' Dia. Sewer Manhole (5-foot depth)	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,200.00	\$ 6,200.00
22	Extra Depth Sewer Manholes	7	VF	\$ 150.00	\$ 1,050.00	\$ 233.00	\$ 1,631.00	\$ 190.00	\$ 1,330.00	\$ 210.00	\$ 1,470.00
23	5' Dia. Drop Sewer Manhole (5-foot depth)	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,500.00	\$ 14,500.00
24	Connect to Existing Sewer Main	8	EA	\$ 1,000.00	\$ 8,000.00	\$ 3,000.00	\$ 24,000.00	\$ 620.00	\$ 4,960.00	\$ 2,025.00	\$ 16,200.00
25	Connect to Existing Sewer Service	10	EA	\$ 500.00	\$ 5,000.00	\$ 650.00	\$ 6,500.00	\$ 300.00	\$ 3,000.00	\$ 410.00	\$ 4,100.00
26	Storm Drain Pipe										
	6" PVC A-2000	137	LF	\$ 45.00	\$ 6,165.00	\$ 28.00	\$ 3,836.00	\$ 120.00	\$ 16,440.00	\$ 29.50	\$ 4,041.50
	12" PVC A-2000	545	LF	\$ 55.00	\$ 29,975.00	\$ 41.00	\$ 22,345.00	\$ 54.00	\$ 29,430.00	\$ 40.00	\$ 21,800.00
	15" PVC A-2000	141	LF	\$ 60.00	\$ 8,460.00	\$ 50.00	\$ 7,050.00	\$ 60.00	\$ 8,460.00	\$ 58.50	\$ 8,248.50
	24" PVC A-2000	362	LF	\$ 95.00	\$ 34,390.00	\$ 76.00	\$ 27,512.00	\$ 87.00	\$ 31,494.00	\$ 56.50	\$ 20,453.00
	30" PVC A-2000	767	LF	\$ 120.00	\$ 92,040.00	\$ 88.00	\$ 67,496.00	\$ 96.00	\$ 73,632.00	\$ 102.00	\$ 78,234.00
27	Remove Existing Storm Drain Manhole	2	EA	\$ 550.00	\$ 1,100.00	\$ 550.00	\$ 1,100.00	\$ 530.00	\$ 1,060.00	\$ 1,500.00	\$ 3,000.00
28	4' Dia. Storm Drain Manhole (5-foot depth)	7	EA	\$ 4,000.00	\$ 28,000.00	\$ 3,950.00	\$ 27,650.00	\$ 4,000.00	\$ 28,000.00	\$ 5,300.00	\$ 37,100.00
29	Extra Depth Storm Drain Manholes	17	VF	\$ 150.00	\$ 2,550.00	\$ 185.00	\$ 3,145.00	\$ 100.00	\$ 1,700.00	\$ 110.50	\$ 1,878.50
30	5' Dia. Storm Drain Manhole (5-foot depth)	4	EA	\$ 4,500.00	\$ 18,000.00	\$ 4,500.00	\$ 18,000.00	\$ 5,800.00	\$ 23,200.00	\$ 5,750.00	\$ 23,000.00
31	Extra Depth Storm Drain Manholes	15	VF	\$ 175.00	\$ 2,625.00	\$ 420.00	\$ 6,300.00	\$ 240.00	\$ 3,600.00	\$ 210.00	\$ 3,150.00
32	10' Dia. Storm Water Quality Manhole	1	EA	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 51,000.00	\$ 51,000.00	\$ 47,500.00	\$ 47,500.00
33	New Storm Drain Inlet	16	EA	\$ 3,500.00	\$ 56,000.00	\$ 2,500.00	\$ 40,000.00	\$ 3,800.00	\$ 60,800.00	\$ 4,100.00	\$ 65,600.00
34	Remove Existing Inlet	6	EA	\$ 500.00	\$ 3,000.00	\$ 500.00	\$ 3,000.00	\$ 390.00	\$ 2,340.00	\$ 1,550.00	\$ 9,300.00
35	Connect to Existing Storm Drain Main	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 690.00	\$ 690.00	\$ 650.00	\$ 650.00
36	Connect to Existing Storm Drain Service	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 700.00	\$ 2,100.00	\$ 700.00	\$ 2,100.00	\$ 750.00	\$ 2,250.00
37	Connect Existing Roof Drain to New Inlet	6	EA	\$ 1,500.00	\$ 9,000.00	\$ 450.00	\$ 2,700.00	\$ 2,500.00	\$ 15,000.00	\$ 750.00	\$ 4,500.00
38	Abandon Storm Drain Main	4	EA	\$ 350.00	\$ 1,400.00	\$ 300.00	\$ 1,200.00	\$ 1,300.00	\$ 5,200.00	\$ 150.00	\$ 600.00
39	Core Culvert and Connect Pipe	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 7,300.00	\$ 7,300.00	\$ 12,000.00	\$ 12,000.00
40	4" Insulation	30	LF	\$ 35.00	\$ 1,050.00	\$ 26.00	\$ 780.00	\$ 20.00	\$ 600.00	\$ 10.00	\$ 300.00
41	Remove and Replace Concrete Sidewalk	18535	SF	\$ 16.00	\$ 296,560.00	\$ 15.00	\$ 278,025.00	\$ 15.00	\$ 278,025.00	\$ 17.50	\$ 324,362.50
42	Remove and Dispose Concrete Under Asphalt	7120	SY	\$ 12.00	\$ 85,440.00	\$ 1.00	\$ 7,120.00	\$ 2.50	\$ 17,800.00	\$ 10.00	\$ 71,200.00

ITEM NO.	DESCRIPTION	EST. QUANTITY	UNIT	Engineer's Estimate		Western Municipal		COP		JR Civil	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
43	Remove and Replace Concrete Curb and Gutter	270	LF	\$ 75.00	\$ 20,250.00	\$ 56.00	\$ 15,120.00	\$ 60.00	\$ 16,200.00	\$ 40.00	\$ 10,800.00
44	Concrete Curb and Gutter - Standard	990	LF	\$ 40.00	\$ 39,600.00	\$ 52.00	\$ 51,480.00	\$ 49.00	\$ 48,510.00	\$ 32.50	\$ 32,175.00
45	Concrete Curb and Gutter - Non-Standard	225	LF	\$ 80.00	\$ 18,000.00	\$ 52.00	\$ 11,700.00	\$ 41.00	\$ 9,225.00	\$ 32.50	\$ 7,312.50
46	Concrete Curb and Gutter - Spill	325	LF	\$ 40.00	\$ 13,000.00	\$ 52.00	\$ 16,900.00	\$ 43.00	\$ 13,975.00	\$ 32.50	\$ 10,562.50
47	Concrete Curb and Gutter - Low Profile	508	LF	\$ 40.00	\$ 20,320.00	\$ 52.00	\$ 26,416.00	\$ 40.00	\$ 20,320.00	\$ 32.50	\$ 16,510.00
48	Concrete Curb and Gutter - Drop	152	LF	\$ 40.00	\$ 6,080.00	\$ 52.00	\$ 7,904.00	\$ 41.00	\$ 6,232.00	\$ 32.50	\$ 4,940.00
49	Non-residential Driveway Approach	4964	SF	\$ 30.00	\$ 148,920.00	\$ 25.00	\$ 124,100.00	\$ 30.00	\$ 148,920.00	\$ 18.00	\$ 89,352.00
50	Residential Driveway Approach	25	SF	\$ 30.00	\$ 750.00	\$ 20.00	\$ 500.00	\$ 32.00	\$ 800.00	\$ 18.00	\$ 450.00
51	Temporary Awning Support	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 18,000.00	\$ 18,000.00	\$ 20,000.00	\$ 20,000.00
52	Permanent Awning Support	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 14,000.00	\$ 14,000.00	\$ 50,000.00	\$ 50,000.00
53	Pedestrian Ramp	4	EA	\$ 4,500.00	\$ 18,000.00	\$ 3,500.00	\$ 14,000.00	\$ 4,100.00	\$ 16,400.00	\$ 3,500.00	\$ 14,000.00
54	Truncated Dome	4	EA	\$ 2,000.00	\$ 8,000.00	\$ 600.00	\$ 2,400.00	\$ 790.00	\$ 3,160.00	\$ 150.00	\$ 600.00
55	Flowable Fill	50	LF	\$ 125.00	\$ 6,250.00	\$ 140.00	\$ 7,000.00	\$ 97.00	\$ 4,850.00	\$ 130.00	\$ 6,500.00
56	Remove and Replace Existing Asphalt Pavement	7120	SY	\$ 26.00	\$ 185,120.00	\$ 21.00	\$ 149,520.00	\$ 23.00	\$ 163,760.00	\$ 28.00	\$ 199,360.00
57	1.5" Minus Crushed Base Course, 6" Thick	7120	SY	\$ 9.00	\$ 64,080.00	\$ 8.00	\$ 56,960.00	\$ 12.00	\$ 85,440.00	\$ 8.00	\$ 56,960.00
58	6" Minus Subbase, 12" Thick	7120	SY	\$ 11.00	\$ 78,320.00	\$ 10.00	\$ 71,200.00	\$ 14.00	\$ 99,680.00	\$ 14.00	\$ 99,680.00
59	Light Pole Base, Installed	17	EA	\$ 3,500.00	\$ 59,500.00	\$ 2,250.00	\$ 38,250.00	\$ 2,500.00	\$ 42,500.00	\$ 2,000.00	\$ 34,000.00
60	Electrical Service	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,700.00	\$ 9,400.00	\$ 7,500.00	\$ 15,000.00
61	Conduit										
	1.25" Electrical	2200	LF	\$ 21.50	\$ 47,300.00	\$ 18.00	\$ 39,600.00	\$ 20.00	\$ 44,000.00	\$ 18.50	\$ 40,700.00
62	Pull Box - Composite										
	a. Type I	9	EA	\$ 1,200.00	\$ 10,800.00	\$ 600.00	\$ 5,400.00	\$ 680.00	\$ 6,120.00	\$ 1,000.00	\$ 9,000.00
63	E.V. Charging Station, Installed	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 3,900.00	\$ 3,900.00	\$ 4,400.00	\$ 4,400.00	\$ 750.00	\$ 750.00
64	Sidewalk Grading Curb	62	LF	\$ 50.00	\$ 3,100.00	\$ 32.00	\$ 1,984.00	\$ 34.00	\$ 2,108.00	\$ 15.00	\$ 930.00
65	Striping										
	4" Yellow	1980	LF	\$ 3.00	\$ 5,940.00	\$ 2.00	\$ 3,960.00	\$ 1.20	\$ 2,376.00	\$ 2.00	\$ 3,960.00
	4" White	2520	LF	\$ 3.00	\$ 7,560.00	\$ 2.00	\$ 5,040.00	\$ 3.20	\$ 8,064.00	\$ 4.00	\$ 10,080.00
	8" White	440	LF	\$ 10.00	\$ 4,400.00	\$ 9.00	\$ 3,960.00	\$ 6.20	\$ 2,728.00	\$ 8.00	\$ 3,520.00
	24" White	40	LF	\$ 25.00	\$ 1,000.00	\$ 24.00	\$ 960.00	\$ 31.20	\$ 1,248.00	\$ 30.00	\$ 1,200.00
66	Curb Paint										
	Yellow	350	LF	\$ 6.00	\$ 2,100.00	\$ 5.00	\$ 1,750.00	\$ 5.00	\$ 1,750.00	\$ 5.00	\$ 1,750.00
	Blue	39	LF	\$ 26.00	\$ 1,014.00	\$ 26.00	\$ 1,014.00	\$ 16.00	\$ 624.00	\$ 15.00	\$ 585.00
	Red	10	LF	\$ 26.00	\$ 260.00	\$ 26.00	\$ 260.00	\$ 16.00	\$ 160.00	\$ 15.00	\$ 150.00
67	New Sign	15	EA	\$ 500.00	\$ 7,500.00	\$ 400.00	\$ 6,000.00	\$ 670.00	\$ 10,050.00	\$ 850.00	\$ 12,750.00
68	Remove and Replace Sign	15	EA	\$ 500.00	\$ 7,500.00	\$ 300.00	\$ 4,500.00	\$ 550.00	\$ 8,250.00	\$ 750.00	\$ 11,250.00
69	Project Traffic Signs	3	EA	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 340.00	\$ 1,020.00	\$ 1,000.00	\$ 3,000.00
70	Clean Up	1	LS	\$ 62,000.00	\$ 62,000.00	\$ 50,770.00	\$ 50,770.00	\$ 65,000.00	\$ 65,000.00	\$ 60,000.00	\$ 60,000.00
71	Topsoil, Seed and Fertilizing	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 1,500.00	\$ 1,500.00
				<b>TOTAL</b>	<b>\$ 2,071,624.75</b>	<b>TOTAL</b>	<b>\$ 1,693,844.00</b>	<b>TOTAL</b>	<b>\$ 1,960,960.00</b>	<b>TOTAL</b>	<b>\$ 2,019,513.00</b>



# Western Municipal Construction Inc.

5855 Elysian Road • Billings, MT 59101

Phone (406) 254-2106 • Fax (406) 245-9736

## PROJECTS IN PROGRESS

**PROJECT:** Sidney Circle Water System improvements

**DATE:** 2018

**OWNER:** Dry-Redwater Regional Water Authority  
106 10<sup>th</sup> Street  
P.O. Box 276  
Circle, MT 59215  
406-485-3792

**ENGINEER:** Interstate Engineering, Inc.  
P.O. Box 648  
425 East Main Street  
Sidney, MT 59270  
406-433-5617

**AMOUNT CONTRACT:** \$ 3,120,894.00

**WORK PERFORMED:** Installing 2,900 L.F. directionally drilled 6-inch water main.  
Installing 567 L.F. of 12-inch water main, L.F. 8829 of 6-inch water main, 2567 L.F. of 1-inch water service, gate valves, flushing hydrant assemblies, service assemblies, water meter assemblies, booster station site work, surface restoration.

**PERCENT COMPLETE:** 95%

**PROJECT:** Lockwood Intake & Water Treatment Plant Improvements

**DATE:** 2017

**OWNER:** Lockwood Water and Sewer District  
1644 Old Hardin Road  
Billings, MT 59101



Phone: 406-259-4120

**ENGINEER:** Morrison – Maierle , Inc.  
Jill Cook  
315 North 25<sup>th</sup> Street, Suite 102  
Billings, MT 59101  
Phone: 406-656-6000

**AMOUNT  
CONTRACT:** \$2,450,000.00

**WORK  
PERFORMED:** Cofferdam in the Yellowstone River, demolition existing raw water pumping structure, construction of new raw water pump station building and intake pump tubes. Installation of new raw water pumps, air purge system, station, and piping. Install new water piping and buried yard pipe, new chlorination equipment, installation of mixers at the Johnson Lane Reservoir and the East Reservoir.

**PERCENT  
COMPLETE:** 95%

**PROJECT:** Billings Water Reclamation Facility Nutrient Upgrade Expansion

**DATE:** 2017

**OWNER:** City of Billings, Montana  
PO Box 1178  
Billings, MT 59101  
Phone: 406-657-8340

**GENERAL  
CONTRACTOR:** Sletten Companies, Inc.  
Tim Neuman  
1000 25<sup>th</sup> St North  
Great Falls, MT 59403  
Phone: 406-761-7920

**ENGINEER:** HDR Engineering, Inc.  
Craig Habben, P.E.  
6300 S Old Village  
Sioux Falls, SD 57108  
Phone: 605-977-7740

**CONTRACT  
AMOUNT:** \$6,880,000.00

**WORK**

**PERFORMED:** Two lift Stations – Scum lift station Piping 42-inch to 60-inch to and from bioreactors, clarifiers, scum station and drain lift stations.

**PERCENT COMPLETE:** 80%



# WESTERN MUNICIPAL CONSTRUCTION, INC.

5855 Elysian Road Billings, MT 59101

Phone (406) 254-2106 Fax (406) 245-9736

## PREVIOUS EXPERIENCE / REFERENCES

**PROJECT:** W.O. 18-01 Schedule 2 Sanitary Sewer and Rehabilitation

**DATE:** 2018

**OWNER:** City of Billings  
210 North 27<sup>th</sup> Street  
Billings, MT 59101  
406-657-8231

**ENGINEER:** Morrison-Morrison, Inc.  
315 North 25<sup>th</sup> Street, Suite 102  
Billings, MT 59101  
406-237-1251

**AMOUNT CONTRACT:** \$ 1,876,084.00

**WORK PERFORMED:** Installing 8630 L.F. of 8-inch sanitary sewer main, 3539 L.F. of 12-inch storm sewer main, 48-inch manholes, sewer service reconnection, utility crossing, surface restoration.

**PROJECT:** W.O. 17-07 Hilltop Road Storm Drain Improvements

**DATE:** 2018

**OWNER:** City of Billings  
210 North 27<sup>th</sup> Street  
Billings, MT 59101

**ENGINEER:** KLJ Engineering  
2611 Gabel Road  
Billings, MT 59102  
406-245-5499

**AMOUNT**

**CONTRACT:** \$ 1,583,734.00

**WORK PERFORMED:** Installing 5,200 L.F. of storm drain ranging in size from 15- inch diameter to 54- inch diameter.

---

**PROJECT:** **W.O. 17-23 King Avenue Water & Sanitary Sewer Main Extension**

**DATE:** 2018

**OWNER:** City of Billings, Montana  
PO Box 1178  
Billings, MT 59101  
Phone: 406-657-8340

**ENGINEER:** KLJ Engineering  
Matt Corcoran  
2611 Gabel Road  
Billings, MT 59102  
Phone: 406-245-5499

**CONTRACT AMOUNT:** \$1,216,157.00

**WORK PERFORMED:** Construction of new 24-inch water 1,668 L.F and 24-inch sanitary sewer mains 1,604 L.F with structures and appurtenances along King Avenue beginning at 44<sup>th</sup> Street West and extending approximately 1,600 feet west.

---

**PROJECT:** **W.O. 17-01 Schedule 1: 24<sup>th</sup> Street West Water Main**

**DATE:** 2017

**OWNER:** City of Billings, Montana  
Randy Straus  
PO Box 1178  
Billings, MT 59101  
406-657-8341

**ENGINEER:** DOWL  
Paul Swenson, P.E.  
222 N 32nd Street, Suite 700  
Billings, MT 59101  
Phone: 406-656-6399

**CONTRACT AMOUNT:** \$1,943,450.00

**WORK PERFORMED:** Water Main Replacement 800 LF of 20-inch, 1800 LF of 16-inch, 900 LF of 12-inch and all appurtenances.

---

**PROJECT:** Ox Bow Transmission Main, Water System Improvements

**DATE:** 2016

**OWNER:** County Water District of Billings Heights, Montana  
Duke Nieskins, General Manager  
1540 Popelka Dr  
Billings, MT 59105  
Phone: 406-252-0539

**ENGINEER:** Interstate Engineering  
Bill Enright, P.E.  
1211 Grand Ave, Suite 6  
Billings, MT 59102  
Phone: 406-256-1920

**CONTRACT AMOUNT:** \$2,176,000

**WORK PERFORMED:** 7760 LF of 12" PVC CL235 Water Main, 6410 LF of 24-inch PVC CL235 Water Main, 405 LF of Fusible PVC Pipe and appurtenances for the transmission main.

---



## JUSTIN BIEHL

PROJECT MANAGER/  
ESTIMATOR

### CONTACT

(406) 855-0171  
5855 ELYSIAN ROAD  
BILLINGS, MT 59101

JBIEHL@WMC-I.COM

### PROFILE

86

Justin Biehl has over eighteen years of experience in heavy civil and commercial construction in the following positions: Project Manager, Estimator, Superintendent, Foreman, and Heavy Equipment Operator. This experience includes managing water main and sewer rehabilitation projects.

### EXPERIENCE

- Qualified Project Manager / Estimator specializing in estimating and managing utility and commercial projects from pipe installation, site dirt work, and much more in the heavy & commercial construction field.
- Responsible for scheduling crews and subcontractors from beginning to end of job, responsible for safety compliance for all onsite personnel.
- Effective management from small projects to large municipal and complete subdivision projects.
- Highly motivated to produce quality work on tight deadlines and with safety in mind.

### EDUCATION / TRAINING

- Confined Space Safety
- Excavation & Trench Safety
- First Aid/ CPR
- Dale Carnegie Leadership Training for Managers
- OSHA 40-Hour
- SWPP Administrator

### QUALIFICATIONS

- Microsoft Office
- Cost Projects
- HCSS Heavy Bid
- Managing & Leading
- Planning & Scheduling
- Insite Site Work & Utility Estimating Software

### PROJECTS

- W.O. 18-01 Schedule 2 Sanitary Sewer & Rehabilitation - \$ 1.9 M
- W.O. 17-07 Hilltop Road Storm Drain Improvements - \$ 1.6 M
- WinCo Foods, Billings MT - \$ 666 K
- East Tamarack Street Reconstruction - \$ 600 K



## STEVE RAUDENBUSH

SUPERINTENDENT

### EDUCATION / TRAINING

- CONFINED SPACE SAFETY
- EXCAVATION & TRENCH SAFETY
- FIRST AID / CPR
- RIGGING
- OSHA 40-HOUR
- SWPPP CERTIFIED

### CONTACT

(406) 254-2106  
5855 ELYSIAN ROAD  
BILLINGS, MT 59101  
sraudenbush@wmc-i.com

### PROFILE

87

Steve has over 30 years of experience in heavy civil and commercial construction in the following positions: Superintendent, Foreman, and Pipe Layer.

### EXPERIENCE

- Qualified Superintendent experienced in managing a variety of construction teams and projects.
- Responsible for scheduling crews and subcontractors from beginning to end of job.
- Safety oriented; responsible for the safety compliance of all on-site personnel.
- Highly motivated to produce quality work within tight deadlines.
- Effective management from small projects to large municipal and complete subdivision projects.
- Maintains daily construction logs and facilitates weekly safety meetings.

### KEY SKILLS

- Large Diameter Storm Drain & Water Facilities
- Sewer & Water Line Installation
- Tanks & Pumps Installation
- Grading
- Earthmoving / Roads
- Managing & Leading Crews

### RELEVANT PROJECT EXPERIENCE

- W.O. 12-31 Phase 2 East End Storm Drain Improvements; Billings, MT; \$7.7M
- MDT Bench Blvd. Hilltop-Pemberton; Billings, MT; \$1.8M
- W.O. 14-05 South Billings Urban Renewal District (SBURD) Sanitary Sewer - Phase 1; Billings, MT; \$1.3M
- MDT Tatro Street; Miles City, MT; \$500k
- Sound Transit; Seattle, WA; \$128M (50,000 feet of water, sewer, & storm drain ranging from 6" to 66" in diameter)



**WESTERN MUNICIPAL CONSTRUCTION, INC.**  
5855 Elysian Road Billings, MT 59101  
**Phone (406) 254-2106 Fax (406) 245-9736**

---

## **City of Livingston 2019 CIP Schedule I Contact List**

Project Manager – Justin Biehl (Western Municipal) – (406) 855-0171

Superintendent – Steve Raudenbush (Western Municipal) – (406) 894-0265

Owners Rep – Shannon Holmes (City of Livingston) – (406) 222-5667

Engineer – Matt McGee (Morrison Maierle) – (406) 602-4089

RPR –

Traffic Control – Jason Heitz (Precision Highway Contractors, Inc.) – (406) 652-3445

Precast Manholes – Josh Maierle (Anderson Precast) – (406) 388-2413

Pipe & Fittings Supplier – David DeLange (HD Fowler) – (406) 388-1169

Clean & TV – Joel Hoagland (Tru Pipe) – (406) 702-0609

Paving & Concrete Sub – Ty Giffin (Treasure State Inc.) - (406) 595-2119

Striping Sub – Glenn Kautz (High Mark) - (406) 860-0813

Electrical Sub – Mark Stricker (Ace Electric, Inc.) - (406) 633-1758



**GENERAL SERVICES AGREEMENT**

THIS GENERAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **THE CITY OF LIVINGSTON, MONTANA**, a municipal corporation and political subdivision of the state of Montana with its principal office located at 414 East Callender Street, Livingston, MT 59047 (hereinafter referred to as the “City”), and **Western Municipal Construction of Montana Inc.**, a limited liability company with its principal place of business located at 5855 Elysian Road Billings, MT 59101 (hereinafter referred to as the “Contractor”; and together with the City, the “Parties”).

RECITALS:

- A. The Contractor is engaged in the business of providing construction and building services, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform construction services for the City.
- B. The City has not contracted with the Contractor for services in the past.
- C. The Parties desire to define their respective rights, duties and obligations in connection with their relationship and, as a result, the Parties desire to proceed under the terms and conditions contained in this Agreement.

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

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Contractor agrees that all hiring will be on the basis of merit and qualifications and the Contractor will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- 3. SCOPE OF WORK/SERVICES. Contractor shall complete all work as specified or indicated in the construction plans and specifications herein. The Project for which the

work shall be completed may be generally described as the “Livingston Skate Park Project.”

4. **CONTRACT DOCUMENTS.** In addition to this Agreement, the contract documents shall consist of the Project Manual and all attachments and exhibits thereto, the Instructions to Bidder, bid, all issued addenda, drawings the specifications manual, bonds, and insurance certifications as required by the Instructions to Bidder and documents identified therein (the foregoing documents are collectively referred to in this Agreement as the “Contract Documents.”) The Contract Documents are collectively attached hereto and incorporated herein as Exhibit A.

5. **NATURE OF RELATIONSHIP.**

- a. The Contractor states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Contractor shall perform the Project as an independent contractor. The Parties agree that the City is only interested in the end result of said project, not in the method of performance, and as such, the Contractor has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Contractor shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
- b. The Contractor agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both State and Federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Contractor in performance of this Agreement.
- c. **The contractor agrees to follow the Montana Preference law for materials and labor as set forth in 18-1-102 and 18-2-403 MCA. For projects valued in excess of \$25,000.00, the contractor agrees to post the job site with the standard prevailing wage information, to pay his employees the standard prevailing**

**wage as established by the Montana commissioner of Labor and/or the federal government and to maintain records thereof for three years.**

- d. The Contractor hereby states that it is either covered by Worker’s Compensation and Unemployment Insurance or has obtained an exemption from the Montana Department of Labor and Industry pursuant to Mont. Code Ann. §§ 39-71-401(3) and 39-51-204(2), as is evidenced by the certificates of insurance or exemption documents attached hereto and incorporated herein as Exhibit A. Any certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage.
- e. The Contractor, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.

6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. The Contractor represents and warrants as follows:

- a. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
- b. It has inspected the job site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work.
- c. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, performance and furnishing the Services.
- d. It has reviewed this Agreement and all exhibits hereto and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.
- e. It will complete the Services in a workmanlike manner according to industry standards and practices.

f. It will not cause or permit any liens to be filed against City-owned property.

7. ADDITIONAL CONTRACTOR RESPONSIBILITIES. The Contractor shall:

- a. Give employment preference to bona fide Montana residents in the performance of the work.
- b. Pay the travel allowance in effect and applicable to the district in which the work is being performed.
- c. Pay the standard prevailing rate of wages, including fringe benefits, in effect and applicable to the district in which the work is being performed as determined by the Montana Department of Labor and Industry. Information about such wages and fringe benefits must be posted at the job site. The prevailing wage and fringe benefits rates for the current year are attached hereto and incorporated herein as Exhibit C.
- d. Retain records regarding its payment of the standard prevailing rate of wages, including fringe benefits, for a period of three (3) years after the Contractor's completion of work on the Project.

8. CITY'S RESPONSIBILITIES. The City shall:

- a. Provide all of the information regarding any requirements under this Agreement in a timely fashion.
- b. Provide access to City property and easements with respect to the performance of this Agreement

9. PAYMENT.

- a. Subject to additions or deductions by change order, the Contractor shall perform his obligations under this agreement for the contract price **One Million Six Hundred Ninety Two Thousand Six Hundred Three and 00/100(\$1,692,603.00)**. Pay estimates submitted by Contractor must first be approved by the City or its designee prior to payment. All bills shall be submitted fourteen (14) days before the regularly scheduled meeting of the City Commission to the Public Works Director at 330 Bennett Street, Livingston, Montana.

- b. In connection with obtaining payment under this Agreement, Contractor agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Contractor assumes responsibility for the late filing of a claim.
- c. In the event the Contractor seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Contractor must seek prior written authorization from the City before such expenditure is incurred. If the Contractor fails to obtain prior written authorization, the Contractor shall not be entitled to payment for the unauthorized work, materials or services.

10. TERMINATION.

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

11. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Contractor shall indemnify the City, its officers, employees, agents and representatives against any and all claims, actions, costs, fees (including but not limited to attorney fees and all defense costs), losses, liabilities or damage of whatever kind or nature arising from or related to Contractor's performance of this Agreement and Contractor's work (or the work of any subcontractor or supplier to Contractor) under this Agreement. In the event a claim should be brought or an action filed against the City with respect of the subject of this Agreement, Contractor

agrees that the City may, at its election, employ attorneys of its own selection to appear and defend the claim or action on behalf of the City, at the expense of the Contractor. City, at its option, shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the City.

12. INSURANCE AND BONDING. During the term of this Agreement, Contractor shall be responsible for maintaining, at its sole expense, insurance coverage and bonding. The Contractor shall provide the City with certificates of insurance demonstrating such insurance coverage and bonding and the certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage. The certificates of insurance shall also name the City as an additional insured. The Contractor shall:

- a. Maintain a comprehensive public liability insurance policy, including automobile coverage, insuring against loss and for damages for personal injury or death and/or property loss, damage or destruction arising out of or in connection with the performance of this Agreement by the Contractor, its officers, agents and employees with the minimum liability limit of \$3,000,000.00 per claim and \$1,000,000.00 for each occurrence, as set forth in sections 5 of the bidding documents.
- b. Maintain workmen's compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.
- c. Make, execute, and deliver to the City a good a sufficient bond with a surety company licensed in Montana, as surety, conditioned that Contractor shall (i) faithfully perform all of the provisions of this Agreement, (ii) pay all laborers, mechanics, subcontractors, and material suppliers, and (iii) pay all persons who supply the Contractor or subcontractors with provisions, provender, material, or supplies for performing the work.

13. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this

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

14. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
15. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
16. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Services and supersedes all prior agreements and understandings between the Parties with respect to the Services.
17. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.
18. CAPTIONS, HEADINGS, AND TITLES. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
19. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
20. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed

to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of an third party, including contractors, subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the contractor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

- 21. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
- 22. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.
- 23. LIAISON. The designated liaison with the City is Shannon Holmes or Matt Whitman, both of whom can be reached at (406) 222-5667. The Contractor’s liaison is \_\_\_\_\_, who can be reached at (\_\_\_\_) \_\_\_\_-\_\_\_\_\_.
- 24. GOVERNING LAW. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.
- 25. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.



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

**City of Livingston**

**Contractor**\_\_\_\_\_

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

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

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Date**

[ Exhibit A ]

[ Certificates of WC and UE Insurance or Exemptions ]

**Exhibit B**

**[ Certificates of Insurance ]**



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Ordinance/Resolution No: 4837

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

**Date of First Consideration/Status:** 1<sup>st</sup> consideration/Ready for Final Approval

**Purpose of Legislation:** Finalize the budget for the Downtown Capital Improvement Project for the 2019 CIP and authorize the City Manager to sign a General Services Agreement with Western Municipal Construction of Montana Inc., and authorize the City Manager to execute the agreement to include the use of contingency funds as deemed necessary.

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

**Background:** The City of Livingston advertised for bids for the 2019 Downtown CIP on 4 Jan 2019. The bid opening was held on 25 Jan 2019. Western Municipal Construction of Montana Inc. was the lowest responsible bidder for Schedule 1 for the 2019 CIP Project. TD&H Engineering has provided a letter of recommendation to Award the General Services Contract to Western Municipal Construction of Montana, LLC.

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

**Fiscal Impact:** See attached Fiscal Note

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

**Attachments:**

Recommendation of Award  
General Services Contract  
Notice of Award  
Fiscal Note

References: City Commission Meeting on 5 Feb 2019

## City of Livingston Fiscal Note

Resolution #      4836 & 4837

### Fiscal Analysis Assumptions

In January 2019 the City of Livingston approved a bond in the amount of \$2,015,000 with net proceeds available of \$1,825,480. The intent of this bond is to fund Phase III & IV of the Downtown Capital Improvement Plan.

Fiscal Year	Budgeted Cost	Construction Contract	Construction Contingency	Construction Management	Under/(Over) Budget
<b>URA</b>					
2019	1,825,480	1,546,832	169,384	205,900	(96,636)
2020					-

If needed the contingency will be funded using URA reserves.

<b>Property Owners</b>					
2019	n/a	147,012			
2020	n/a				

<b>Total</b>	1,825,480	1,693,844		205,900	(96,636)
--------------	-----------	-----------	--	---------	----------

**Backup material for agenda item:**

- A. DISCUSS/APPROVE/DENY- COMMISSION TO REVIEW PLANNING BOARDS REQUESTED CHANGE TO THE LIVINGSTON SUBDIVISION REGULATIONS, AND CITY MANAGERS RECOMMENDATION, AND DECIDE IF THE COMMISSION WOULD LIKE AN ORDINANCE DRAFTED TO IMPLEMENT RECOMMENDATION OF REPORT.**

## Report to City Commission

### {City Manager Comments in Blue}

Livingston Planning Board & Zoning Commission

*Approved unanimously by Planning Board on June 20, 2018*

Re: Fix of small error in recently amended parkland dedication requirements

### Summary

The recently passed amendments to Livingston's parkland dedication requirements contain an omission that should be fixed. In particular, the "fair market value" definition in Section VI-A-16.h.a is missing an important element.

In the approved amendments, this section states:

"cash donation" means the fair market value of the unsubdivided, unimproved land.

{This section of the Livingston Subdivision Regulations is taken directly from Montana Code Annotated (MCA) Title 76, Chapter 3, Part 6, Paragraph 76-3-621-10(a). This is a direct quote from the definition for "cash donation". While the new language is based on the code from the City of Missoula, there are complications using Missoula code without conducting a thorough legal review. Missoula has a charter form of government which means it possesses "self-government powers." Livingston is a "general powers" municipality, commonly referred to as "Dillon's Rule" after an Iowa Supreme Court case that finds a City only has the power expressly granted by the state. This means that in most cases Livingston should use language provided by the state when creating ordinances and should strive to remain within the limits prescribed by the state. In this case, unless there is a compelling reason to do so, the language in Livingston's Subdivision Regulation should match the language of the MCA.}

However, the Planning Board's recommendation included this critical phrase:

The fair market value is the value of the unsubdivided, unimproved land based upon the zoning designation that will apply to the proposed subdivision (i.e. the existing zoning, if the subdivision application is not accompanied by a rezoning request or the new proposed zoning if the subdivision application is accompanied by a rezoning request).

If that final phrase is omitted, then the land can be valued at its original zoning designation before development, which may be lower-valued agriculture land or grassland, for example. This would create a loophole for the developer to deprive the city of its fair portion of open space, which ultimately will be utilized by the new residents.

A recent example where a zone change request accompanied a subdivision application

occurred in October of 2016 when the Northtown Subdivision developers requested a zone change from R-II to R-III (the zone change request was rejected by the Commission).

Note that the recommended language derive verbatim from Missoula's requirements.

{Assuming the desire is to use MCA language whenever possible the questions then become is the new language consistent with the MCA and is it necessary. The consistency with the MCA is dependent on if it changes the meaning of the code. In this case I think that depends on the process used by the City of Livingston and therefore can be answered by determining if the change is necessary. The stated purpose for the change is to prevent a developer from avoiding the full parkland requirements under State and City code by having the land valued under a different zoning category than will exist when developed. If Livingston is properly following its procedures - this should be impossible. Let's use the example case provided to see if that is true:

### **NorthTown Zoning Request:**

#### **Could this have been valued as grassland or agricultural: No**

To apply for a subdivision, the land must be annexed into the City and there is no City Zoning designation for grassland or agricultural.

#### **Would a change in zoning affect the property value: Unknown**

Appraisals are done according to the land's current use, and I have no evidence different city zoning designation affect land value or if they do to what extent. This would be an item that would need to be researched if we moved forward with this change.

#### **NorthTown would pay more for parkland under RIII than RII: No**

The subdivision request and rezoning of the parcel for NorthTown required no parkland dedication because the subdivision created only one additional parcel. (VI-A-16.b.(v))

#### **The City could be deprived of its fair portion of open space: No**

This definition is specifically for cash-in-lieu of land requirements. It only affects cash payment for parkland requirements and has no effect on how much land is required to be given to the City, even if it is outside of the development.

#### **The City could receive less than fair market if zoning changes: No**

This answer is predicated on proper procedures being followed by all boards, committees, commissions. For a subdivision application to be accepted it must conform to current zoning requirements. You cannot apply for a multi-family development in an area zoned R-I. Using NorthTown as an example, they could not apply for subdivision approval for their residential development until the area had been zoned R-III and therefore they applied to subdivide the entire area they desired to re-zone. Additionally, these functions are accomplished by two separate bodies: the planning board and the zoning commission with each requiring City Commission approval. We should not be accepting subdivision applications to the planning board that require new zoning from the zoning commission to be legal. NorthTown is an example in that they could subdivide the area into two parcels



that were each R-II without violating any zoning requirements. That would have taken a recommendation from the planning board and approval from the City Commission. After that approval, the zoning commission would need to determine if the new zoning was recommended and the City Commission would need to approve. If that was accomplished, NorthTown could then apply for their residential subdivision with multi-family housing. Parkland requirements would be determined at that time - after all zoning had been accomplished. If a developer wishes to combine the two application processes when requesting a zoning change to a parcel created by a subdivision request, we need to make sure the subdivision request is contingent upon zone change approval and does not involve the final residential configuration. For NorthTown this would have meant the planning board would recommend the subdivision and forward to the City Commission. The zoning commission would recommend a zone change and forward to the City Commission. The City Commission would approve the subdivision *contingent upon* zone change approval. If the zone change fails, the subdivision would not be executed. This would be done only at the request of the developer. PFL provides another salient example. They could not apply for a residential development subdivision in conjunction with their zone change request because residential was not legal in their light industrial zone. First they needed to apply for the zone change to highway commercial and now they could present an application for a residential development that may have parkland requirements. I have not researched Missoula's subdivision and zoning requirements so I do not know why they would deem the proposed language necessary.}

## Recommendation

- Insert the above language into Section VI-A-16.h.a of Livingston's parkland dedication requirements.

{I recommend against adding the proposed language to Livingston's Subdivision Regulations. This recommendation is based on the analysis that, as a general powers city, our code language should mirror state code when possible, and that the additional language is not necessary to achieve the City Commission's intent of ensuring fair market price for cash-in-lieu of parkland. Additionally, the new language may imply a process where developers can apply for residential subdivision approval that is not allowed by the zoning regulations.}

## Supporting documentation

- Northtown Subdivision application for zone change.
- Staff Reports for zone change and subdivision application for Northtown Subdivision.
- Original recommendation from Planning Board for parkland dedication amendments.
- City Commission meeting agenda packet from April 3, 2018, showing the amendments approved by the Commission, without the language described above (see page 43). Missoula's parkland dedication requirements (see Section 7 on page 29).

## Report to City Commission

Livingston Planning Board & Zoning Commission

*Approved unanimously by Planning Board on June 20, 2018*

Re: Fix of small error in recently amended parkland dedication requirements

### Summary

The recently passed amendments to Livingston's parkland dedication requirements contain an omission that should be fixed. In particular, the "fair market value" definition in Section VI-A-16.h.a is missing an important element.

In the approved amendments, this section states:

"cash donation" means the fair market value of the unsubdivided, unimproved land.

However, the Planning Board's recommendation included this critical phrase:

The fair market value is the value of the unsubdivided, unimproved land based upon the zoning designation that will apply to the proposed subdivision (i.e. the existing zoning, if the subdivision application is not accompanied by a rezoning request or the new proposed zoning if the subdivision application is accompanied by a rezoning request).

If that final phrase is omitted, then the land can be valued at its original zoning designation before development, which may be lower-valued agriculture land or grassland, for example. This would create a loophole for the developer to deprive the city of its fair portion of open space, which ultimately will be utilized by the new residents.

A recent example where a zone change request accompanied a subdivision application occurred in October of 2016 when the Northtown Subdivision developers requested a zone change from R-II to R-III (the zone change request was rejected by the Commission).

Note that the recommended language derive verbatim from Missoula's requirements.

**Recommendation**

- Insert the above language into Section VI-A-16.h.a of Livingston's parkland dedication requirements.

**Supporting documentation**

- Northtown Subdivision application for zone change.
- Staff Reports for zone change and subdivision application for Northtown Subdivision.
- Original recommendation from Planning Board for parkland dedication amendments.
- City Commission meeting agenda packet from April 3, 2018, showing the amendments approved by the Commission, without the language described above (see page 43).
- Missoula's parkland dedication requirements (see Section 7 on page 29).

**Backup material for agenda item:**

- B. DISCUSS/APPROVE/DENY- COMMISSION TO REVIEW MARKETING AGREEMENT AND CONSIDER OFFERING NLC SERVICE LINE WARRANTY PROGRAM TO CITIZENS OF LIVINGSTON.**

## MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, 20\_\_ ("**Effective Date**"), by and between the City of Livingston, Montana ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

### RECITALS:

**WHEREAS**, water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Residential Property Owner**"); and

**WHEREAS**, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

**WHEREAS**, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.
3. **Term.** The term of this Agreement ("**Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("**Renewal Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach

is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.**

A. As consideration for such license, Company will pay to City a License Fee as set forth in Exhibit A ("**License Fee**") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Indemnification.** Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnitee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** City:  
ATTN: Shannon Holmes  
City of Livingston  
414 E. Callender Street  
Livingston, MT 59047  
Phone: 406-222-5667

**To:** Company:  
ATTN: Chief Sales Officer  
Utility Service Partners Private Label, Inc.  
4000 Town Center Boulevard, Suite 400  
Canonsburg, PA 15317  
Phone: (866) 974-4801

7. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

8. **Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the City, such consent not to be unreasonably withheld.

9. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

10. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Montana. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

11. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written above.

**CITY OF LIVINGSTON**

\_\_\_\_\_

Name:

Title:

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

\_\_\_\_\_

Name: Michael Backus

Title: Chief Sales Officer



**Exhibit A**  
NLC Service Line Warranty Program  
City of Livingston  
Term Sheet  
January 23, 2019

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

III. Products.

- a. External water service line warranty (initially, \$6.75 per month)
- b. Interior plumbing and drainage warranty (initially, \$9.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External water service line warranty:
  - Homeowner responsibility: From the main to the external wall of the home.
  - Covers thawing of frozen external water lines.
  - Covers well service lines if applicable.
- b. Interior plumbing and drainage warranty:
  - Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage warranty Product via in-bound channels only.