



# Livingston City Commission Agenda

March 16, 2021

5:30 PM

Via Zoom

<https://us02web.zoom.us/j/89554091690?pwd=dUx0cEJDZkRNZjBLN3FMS045OXp4Zz09>

MEETING ID: 895 5409 1690 PASSCODE: 688761 CALL IN: (669) 900-6833

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

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

4. Consent Items

- A. APPROVE MINUTES FROM MARCH 2, 2021 REGULAR MEETING PG. 5**
- B. RATIFY CLAIMS PAID 02/16/2021-03/01/2021 PG. 9**

5. Proclamations

- A. PROCLAMATION: PUBLIC SAFETY COMMUNICATION OFFICER'S WEEK APRIL 11-17, 2021 PG. 19**
- B. PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, RECOGNIZING THE SERVICE AND CONTRIBUTIONS OF THE YELLOWSTONE BEND CITIZENS COUNCIL. PG. 21**

6. Scheduled Public Comment

- A. TD&H ENGINEERING, INC. PRESENTS THE 2021 WASTEWATER COLLECTION SYSTEM: INFLOW AND INFILTRATION STUDY PRELIMINARY ENGINEERING REPORT. PG. 23**

7. Public Hearings

- A. RESOLUTION NO. 4941: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LAND WHICH IS CONTIGUOUS TO THE CITY OF LIVINGSTON AND IS DESCRIBED AS 1 PRONGHORN DRIVE & 5 PRONGHORN DRIVE. PG. 38**
- B. RESOLUTION NO. 4946: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LAND WHICH IS CONTIGUOUS TO THE CITY OF LIVINGSTON AND IS DESCRIBED AS 5 ROGERS LANE. PG. 42**

8. Ordinances

- A. ORDINANCE NO. 3005 AMENDING THE LIVINGSTON MUNICIPAL CODE, TO MODIFY ANY MASCULINE AND FEMININE LANGUAGE TO GENDER NEUTRAL PRONOUNS. PG. 46**

## 9. Resolutions

- A. RESOLUTION NO. 4950: AUTHORIZING CITY MANAGER TO SIGN AGREEMENT WITH THE MONTANA HISTORIC PRESERVATION OFFICE FOR GRANT FOR LOCAL HISTORIC PRESERVATION FOR THE OF PERIOD APRIL 1, 2021 TO MARCH 31, 2022. PG. 50**
- B. RESOLUTION NO. 4951: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ACCEPTING THE INFILTRATION AND INFLOW STUDY FROM THOMAS DEAN & HOSKINS ENGINEERING AND TO COMMIT THE NECESSARY FUNDS TO PURSUE GRANT FUNDING. PG. 65**
- C. RESOLUTION NO. 4952: A RESOLUTION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH TD&H ENGINEERING, INC., FOR ENGINEERING SERVICES FOR THE GREEN ACRES SUBDIVISION WASTEWATER COLLECTION STUDY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT TO INCLUDE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY. PG. 68**
- D. RESOLUTION NO. 4953: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE MONTANA DEPARTMENT OF TRANSPORTATION DEFINING THE RIGHTS AND RESPONSIBILITIES FOR THE REPAIR AND MAINTENANCE OF THE CITY'S URBAN ROUTES. PG. 83**
- E. RESOLUTION NO. 4954: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT WITH THOMAS, DEAN & HOSKINGS, INC. (TD&H ENGINEERING) EXTENDING THEIR CONTRACT FOR THE FISCAL YEAR 2022. PG. 106**

## 10. Action Items

- A. DISCUSS/APPROVE/DENY: SENDING 2021 CPACE LETTER OF SUPPORT TO MONTANA STATE LEGISLATURE. PG.109**
- B. ACTION ITEM: DISCUSS/APPROVE/DENY: APPROVE PURCHASING 100' FLAG POLE FOR SACAJEWA PARK TRIANGLE GARDEN. PG. 111**

## 11. City Manager Comment

## 12. City Commission Comments

## 13. Adjournment

## Calendar of Events

- A. APRIL 2021 CALENDER PG. 112**

## Supplemental Material

- A. HISTORIC PRESERVATION COMMITTEE RECRUITMENT, CLOSES MARCH 19, 2021 PG. 113**

## Notice

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

**File Attachments for Item:**

**A. APPROVE MINUTES FROM MARCH 2, 2021 REGULAR MEETING.**

**LIVINGSTON CITY COMMISSION REGULAR MEETING MINUTES**

**Tuesday, March 2, 2021 5:30 p.m.**

**Zoom Online Meeting ID: 893 3723 1841**

**1 Call to Order**

**2 Roll Call**

**Commissioners in attendance: Chair Hoglund, Vice-Chair Schwarz, Friedman and Nootz were present. Mabie technical issues. Staff members present were Michael Kardoos, Faith Kinnick, Courtney Lawellin Mathieu Menard, and Shannon Holmes.**

**3 Public Comment: (00:01:48)**

**\* Patricia Grabow gave public comment**

**4 Consent Items: (00:06:04)**

- A. Approve minutes from February 16, 2021, regular meeting.**
- B. Ratify claims paid 02/01/2021-02/15/2021**
- C. Judges Monthly Report January 2021**  
Schwarz motioned, second by Friedman  
All in favor, motion passes 4-0.

**5 Proclamations:**

**6 Scheduled Public Comment: (00:06:48)**

- A. Michael Dechellis, Chair of the City Conservation Board with draft recommendations to the City's Night Sky Ordinance.**
  - \* Michael DeChellis and Daniella Miska gave presentation**
  - \* Hoglund made comments**
  - \* Nootz asked clarifying questions**
  - \* Michael Dechellis made comments**
  - \* Kardoos answered questions**
  - \* Hoglund made comments**

**7 Public Hearings: (00:26:33)**

- A. Ordinance No. 3001: An Ordinance of the City Commission of the City of Livingston, Montana, amending section 30.13 of the Livingston Municipal Code entitled Zoning Map of the City of Livingston by Zoning a parcel generally known as 1607 Mountain View Lane and legally described as COS 2625, Parcel Tract 5, consisting of .28742 acres more or less in section 23, township two south (T02S), Range Nine East (R09E) as medium density residential (R-II).**
  - \* Kardoos gave opening statement**
  - \* Daniella Miska asked question**
  - \* Mathieu Menard answered question**
  - \* Schwarz temporarily lost connection**
  - \* Nootz made comments**
  - \* Hoglund made comments**
  - \* Nootz motioned, second by Friedman**  
Motion passes, 3-0
- B. Ordinance No. 3002: An Ordinance of the City Commission of the City of Livingston, Montana, amending section 30.13 of the Livingston Municipal Code entitled Zoning Map of the City of Livingston Municipal Code entitled Official Zoning Map of the City of Livingston by zoning a parcel generally known as Mayor's Landing/ Moja Park and legally described as section eighteen (S18), township two south (T02S), Range ten East (R10E), POR. NW4 Lesscos 1245 (All Between two (2) channels of the Yellowstone River N. of County Rd. from H St. Bridge to former Harvat Bridge less Pieces sold) as Public. (00:32:41)**

- \* Kardoos gave opening statements
  - \* Patricia Grabow made comment
  - \* Hogleund made comment
  - \* Nootz made comment
  - \* Motion by Friedman, second by Nootz
  - \* Schwarz temporarily lost connection again
- All in favor, motion passes 3-0.

#### 8 Ordinances: (00:38:41)

A. Ordinance No. 3003: An Ordinance of the City Commission of the City of Livingston, Montana, amending article II, Article IV and Article V, Chapter 30 of the Livingston Municipal Code entitled Zoning as it pertains to text amendments regarding marijuana production facility, health and exercise establishment, retail and large-scale retail.

- \* Kardoos gave opening statements
  - \* Mathieu Menard made additional statements
  - \* Hogleund asked clarifying questions
  - \* Schwarz made clarifying comments
  - \* Johnathan Hettinger gave public comment
  - \* Nootz asked clarifying questions
  - \* Friedman motioned, second by Schwarz
- All in favor, passes 4-0.

B. Ordinance No. 3004: An Ordinance of the City Commission of the City of Livingston, Montana, amending Ordinance No. 1870 as codified by Chapter 2 Section 110 of the Livingston Municipal Code entitled Site Plan Review. (00:52:00)

- \* Kardoos gave opening statements
  - \* Mathieu gave additional information
  - \* Patricia Grabow made comments
  - \* Mathieu made clarifying statements
  - \* Nootz made comments
  - \* Nootz motioned, second by Friedman
- All in favor, passes 4-0.

#### 9 Resolutions: (01:04:17)

A. Resolution No. 4948: A Resolution of the City Commission of the City of Livingston, Montana, of its intent to annex certain land which are contiguous to the City of Livingston and are described and includes the property between North O and the River to include KPRK Radio Station.

- \* Kardoos gave opening statement
  - \* Mathieu gave additional information
  - \* Patricia Grabow made comments
  - \* Jack Luther made comments
  - \* Shannon Holmes made comments
  - \* Nootz asked clarifying questions
- Schwarz motioned, second by Friedman
- All in favor, motion passes 4-0.

\*5 minute recess taken

B. Resolution No. 4949: A Resolution of the City Commission of the City of Livingston, Montana, adopting the Public Works Design Guidelines and specifications policy. (01:19:44)

- \* Kardoos gave opening statement
  - \* Shannon Holmes presentation
  - \* No public comment
  - \* Nootz made comments
  - \* Schwarz made comments
  - \* Friedman motioned, second by Schwarz
- All in favor, motion passes 4-0.

**10 Action Items: (01:26:12)**

**A. Discuss/Approve/Deny: Creating a Capital Improvement Fund dedicated to the Lagoon Rehabilitation and Sustainability project by placing \$110,000 dollars in that fund.**

- \* Kardoos gave great presentation
  - \* Andrew Mitchell gave comment
  - \* Max Hjortsberg gave comment
  - \* Michael DeChellis gave comment
  - \* Daniella Love gave comment
  - \* Patricia Grabow gave comment
  - \* Sarah Stands gave comment
  - \* Johnathan Hettinger gave comment
  - \* Hogleund made comments
  - \* Nootz made comments
  - \* Friedman made comments
  - \* Schwarz made comments
  - \* Schwarz made motion to approve, second by Friedman
- All in favor, motion passes 4-0.

**B. Discuss/Approve/Deny: Parks and Trails Committee's request for additional \$55,000 in CARES Act Funding (02:33:14)**

- \* Jeanne Marie gave presentation
  - \* Allison Shannon-Lier made comments
  - \* Daniella Love made comments
  - \* Johnathan Hettinger made comments
  - \* Karrie Kahl made comments
  - \* Hogleund made comments
  - \* Nootz made comments
  - \* Schwarz made comments
  - \* Motion by Friedman, second by Schwarz
- All in favor, motion passes 4-0.

**C. Discuss/Approve/Deny: Assign staff to draft an update to the Night Sky Ordinance. (02:59:04)**

- \* Kardoos gave opening statement
  - \* Friedman made motion to extend the meeting, seconded by Schwarz.
  - \* Patricia Grabow gave comment
  - \* Daniella Love gave comment
  - \* Schwarz made comments
  - \* Hogleund made comments
  - \* Nootz made motion to approve, second by Schwarz
- All in favor, motion passes 4-0.

**11 City Manager Comments: (03:10:55)**

- \* Provided information regarding installation of 3rd purple air monitor, now on-line.
- \* Notified Commission the Police Chief's 2020 annual report is now available on line.
- \* Provided Commission with potential sign design idea for new City Building
- \* Hogleund opened to public comment
- \* Daniella Love gave public comment
- \* Gave Commission and update regarding flag pole replacement project in the triangle shaped flower bed at Sacajawea Park, next to the tennis courts across from the Lagoon.

**12 City Commission Comments: (03:24:50)**

- \* Nootz made comments
- \* Friedman made comments
- \* Schwarz made comments
- \* Hogleund made comments

**13 Adjournment 9:29 p.m. (03:39:34)**



**File Attachments for Item:**

**B. RATIFY CLAIMS PAID 02/16/2021-03/01/2021**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>A2Z SUPPLY CORP</b>							
10002	A2Z SUPPLY CORP	0216438	ENDEAVOR ODC CARRIER	02/16/2021	165.00	165.00	02/24/2021
10002	A2Z SUPPLY CORP	0216438	BALLISTIC PANELS	02/16/2021	747.65	747.65	02/24/2021
Total A2Z SUPPLY CORP:					912.65	912.65	
<b>ALL SERVICE TIRE &amp; ALIGNMENT</b>							
22	ALL SERVICE TIRE & ALIGNME	61099	Tire Repair	02/18/2021	15.00	15.00	02/24/2021
Total ALL SERVICE TIRE & ALIGNMENT:					15.00	15.00	
<b>AMATICS CPA GROUP</b>							
3348	AMATICS CPA GROUP	61474.1	Audit Work	11/30/2020	22,100.00	22,100.00	02/16/2021
Total AMATICS CPA GROUP:					22,100.00	22,100.00	
<b>BALCO UNIFORM COMPANY, INC.</b>							
3371	BALCO UNIFORM COMPANY, IN	61254-2	Uniform	02/11/2021	1,064.79	1,064.79	02/24/2021
Total BALCO UNIFORM COMPANY, INC.:					1,064.79	1,064.79	
<b>BLACKSTONE PUBLISHING</b>							
2219	BLACKSTONE PUBLISHING	1203335	3 Audiobooks	12/23/2020	120.00	120.00	02/24/2021
2219	BLACKSTONE PUBLISHING	1204363	7 AUDIOBOOKS	02/01/2021	280.00	280.00	02/24/2021
2219	BLACKSTONE PUBLISHING	1204424	1 Audiobook	12/23/2020	40.00	40.00	02/24/2021
Total BLACKSTONE PUBLISHING:					440.00	440.00	
<b>BOUND TREE MEDICAL, LLC</b>							
2662	BOUND TREE MEDICAL, LLC	83948801	Patient Supplies	02/09/2021	739.50	739.50	02/24/2021
2662	BOUND TREE MEDICAL, LLC	83948802	Patient Supplies	02/09/2021	54.58	54.58	02/24/2021
2662	BOUND TREE MEDICAL, LLC	83948803	BATTERY	02/09/2021	511.98	511.98	02/24/2021
2662	BOUND TREE MEDICAL, LLC	83948804	Patient Supplies	02/09/2021	350.25	350.25	02/24/2021
2662	BOUND TREE MEDICAL, LLC	83956178	Patient Supplies	02/16/2021	495.80	495.80	02/24/2021
Total BOUND TREE MEDICAL, LLC:					2,152.11	2,152.11	
<b>CARQUEST AUTO PARTS</b>							
23	CARQUEST AUTO PARTS	1912-498774	Diesel supplement	02/08/2021	110.34	110.34	02/24/2021
23	CARQUEST AUTO PARTS	1912-498935	Air FILTER	02/09/2021	77.60	77.60	02/24/2021
23	CARQUEST AUTO PARTS	1912-499826	prime guard	02/17/2021	75.31	75.31	02/24/2021
23	CARQUEST AUTO PARTS	1912-499841	oil absorb	02/17/2021	31.65	31.65	02/24/2021
Total CARQUEST AUTO PARTS:					294.90	294.90	
<b>CENGAGE LEARNING INC</b>							
10001	CENGAGE LEARNING INC	73594864	3 BOOKS	02/04/2021	72.77	72.77	02/24/2021
Total CENGAGE LEARNING INC:					72.77	72.77	
<b>CENTRON SERVICES</b>							
682	CENTRON SERVICES	2021.1.26	Collections	01/26/2021	94.05	94.05	02/24/2021
682	CENTRON SERVICES	2021.1.26P	Collections PARKING	01/26/2021	6.67	6.67	02/24/2021
Total CENTRON SERVICES:					100.72	100.72	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>CITY OF LIVINGSTON</b>							
2705	CITY OF LIVINGSTON	2021.2.24	MENTAL HEALTH FIRST AID	02/24/2021	22.00	22.00	02/24/2021
2705	CITY OF LIVINGSTON	2021.2.24	CERT OF DRIVING RECORD	02/24/2021	2.00	2.00	02/24/2021
2705	CITY OF LIVINGSTON	2021.2.24	USPS	02/24/2021	2.27	2.27	02/24/2021
2705	CITY OF LIVINGSTON	2021.2.24	USPS	02/24/2021	7.35	7.35	02/24/2021
2705	CITY OF LIVINGSTON	2021.2.24	SHORT	02/24/2021	.01	.01	02/24/2021
Total CITY OF LIVINGSTON:					33.63	33.63	
<b>COMDATA</b>							
2671	COMDATA	0351496	CG72s	02/01/2021	1,248.02	1,248.02	02/24/2021
2671	COMDATA	20350935	BZR70	02/01/2021	122.27	122.27	02/24/2021
Total COMDATA:					1,370.29	1,370.29	
<b>DEMCO</b>							
199	DEMCO	6902392	Book Processing Supplies	02/01/2021	343.12	343.12	02/24/2021
Total DEMCO:					343.12	343.12	
<b>DEPARTMENT OF REVENUE</b>							
122	DEPARTMENT OF REVENUE	2021-2.26	1% gross receipts tax - OMDAHL	02/26/2021	4,848.80	4,848.80	02/26/2021
Total DEPARTMENT OF REVENUE:					4,848.80	4,848.80	
<b>ENCODE CORPORATION</b>							
1548	ENCODE CORPORATION	40158	HVAC Maint Contract	02/01/2021	1,988.00	1,988.00	02/24/2021
Total ENCODE CORPORATION:					1,988.00	1,988.00	
<b>ENERGY LABORATORIES, INC.</b>							
424	ENERGY LABORATORIES, INC.	375338	Analysis parameter	02/12/2021	196.00	196.00	02/24/2021
Total ENERGY LABORATORIES, INC.:					196.00	196.00	
<b>FARSTAD OIL</b>							
3353	FARSTAD OIL	94045	Diesel 897G	02/12/2021	2,134.54	2,134.54	02/24/2021
3353	FARSTAD OIL	94099	Diesel 309G	02/04/2021	697.16	697.16	02/24/2021
Total FARSTAD OIL:					2,831.70	2,831.70	
<b>FERGUSON ENTERPRISES, INC.</b>							
2386	FERGUSON ENTERPRISES, IN	0771457	IPERL	02/15/2021	1,258.40	1,258.40	02/24/2021
Total FERGUSON ENTERPRISES, INC.:					1,258.40	1,258.40	
<b>FLOATING ISLAND INTERNATIONAL</b>							
10002	FLOATING ISLAND INTERNATIO	1359	DESIGN REPORT SAC LAKE	02/10/2021	4,000.00	4,000.00	02/24/2021
Total FLOATING ISLAND INTERNATIONAL:					4,000.00	4,000.00	
<b>GATEWAY OFFICE SUPPLY</b>							
54	GATEWAY OFFICE SUPPLY	50281	SHIPPING POLICE	02/10/2021	15.94	15.94	02/24/2021
54	GATEWAY OFFICE SUPPLY	50295	Office Supplies	02/11/2021	25.55	25.55	02/24/2021
54	GATEWAY OFFICE SUPPLY	50340	Office Supplies	02/16/2021	62.75	62.75	02/24/2021
54	GATEWAY OFFICE SUPPLY	50375	Office SupplieS-JUDGE	02/19/2021	127.30	127.30	02/24/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total GATEWAY OFFICE SUPPLY:					231.54	231.54	
<b>HACH COMPANY</b>							
100	HACH COMPANY	316306045	BASIC LAB SKILLS	02/15/2021	50.00	50.00	02/24/2021
Total HACH COMPANY:					50.00	50.00	
<b>INDUSTRIAL TOWEL</b>							
102	INDUSTRIAL TOWEL	45368	Towel Service	11/05/2020	15.59	15.59	02/24/2021
102	INDUSTRIAL TOWEL	53911	Towel Service	01/28/2021	15.61	15.61	02/24/2021
102	INDUSTRIAL TOWEL	55401	110 s B	02/11/2021	36.90	36.90	02/24/2021
102	INDUSTRIAL TOWEL	55627	110 s B	02/12/2021	42.10	42.10	02/16/2021
102	INDUSTRIAL TOWEL	56340	330 bennett	02/19/2021	45.50	45.50	02/24/2021
Total INDUSTRIAL TOWEL:					155.70	155.70	
<b>INGRAM LIBRARY SERVICE</b>							
1539	INGRAM LIBRARY SERVICE	51159583	6 BOOKS	02/04/2021	92.08	92.08	02/24/2021
Total INGRAM LIBRARY SERVICE:					92.08	92.08	
<b>KENYON NOBLE</b>							
776	KENYON NOBLE	8185009	Fasteners	02/11/2021	32.22	32.22	02/24/2021
776	KENYON NOBLE	8185723	FASTENERS	02/11/2021	5.38	5.38	02/24/2021
Total KENYON NOBLE:					37.60	37.60	
<b>LIVINGSTON CHAMBER OF COMMERCE</b>							
618	LIVINGSTON CHAMBER OF CO	19024A	2021 MEMBERSHIP LIBRARY	01/22/2021	100.00	100.00	02/24/2021
Total LIVINGSTON CHAMBER OF COMMERCE:					100.00	100.00	
<b>LIVINGSTON FIRE SERVICE, INC</b>							
468	LIVINGSTON FIRE SERVICE, IN	AR001283	Extinguisher Annual Maint.	02/08/2021	96.00	96.00	02/24/2021
Total LIVINGSTON FIRE SERVICE, INC:					96.00	96.00	
<b>LIVINGSTON HEALTH CARE</b>							
55	LIVINGSTON HEALTH CARE	200101998	770181789 LAB TEST	02/05/2021	29.10	29.10	02/24/2021
55	LIVINGSTON HEALTH CARE	200101999	770182792 LAB TEST	02/05/2021	29.10	29.10	02/24/2021
55	LIVINGSTON HEALTH CARE	200102000	770188972 LAB TEST	02/05/2021	29.10	29.10	02/24/2021
55	LIVINGSTON HEALTH CARE	200102001	770196727 LAB TEST	02/05/2021	29.10	29.10	02/24/2021
Total LIVINGSTON HEALTH CARE:					116.40	116.40	
<b>LOCAL GOVERNMENT SERVICES</b>							
400	LOCAL GOVERNMENT SERVIC	4237	AFR Filing Fee	02/10/2021	2,500.00	2,500.00	02/24/2021
Total LOCAL GOVERNMENT SERVICES:					2,500.00	2,500.00	
<b>MASTERCARD</b>							
3184	MASTERCARD	2021_01 FETT	Office supplies	02/01/2021	84.98	84.98	02/26/2021
3184	MASTERCARD	2021_01 FETT	Office supplies	02/01/2021	29.99	29.99	02/26/2021
3184	MASTERCARD	2021_01 FETT	Office supplies	02/01/2021	19.99	19.99	02/26/2021
3184	MASTERCARD	2021_01 FETT	Annual Membership	02/01/2021	170.00	170.00	02/26/2021
3184	MASTERCARD	2021_01 FETT	Office supplies	02/01/2021	69.69	69.69	02/26/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2021_01 FETT	Office supplies	02/01/2021	59.36	59.36	02/26/2021
3184	MASTERCARD	2021_01 GLAS	Office supplies	02/01/2021	12.06	12.06	02/26/2021
3184	MASTERCARD	2021_01 GLAS	Office supplies	02/01/2021	716.60	716.60	02/26/2021
3184	MASTERCARD	2021_01 GRA	6 books	02/01/2021	61.42	61.42	02/26/2021
3184	MASTERCARD	2021_01 GRA	postage purchase	02/01/2021	100.00	100.00	02/26/2021
3184	MASTERCARD	2021_01 GRA	phone cord; usb microphone	02/01/2021	38.98	38.98	02/26/2021
3184	MASTERCARD	2021_01 GRA	2 books	02/01/2021	29.98	29.98	02/26/2021
3184	MASTERCARD	2021_01 GRA	2 books	02/01/2021	13.98	13.98	02/26/2021
3184	MASTERCARD	2021_01 GRA	service charges	02/01/2021	17.99	17.99	02/26/2021
3184	MASTERCARD	2021_01 GRA	supplies	02/01/2021	25.00	25.00	02/26/2021
3184	MASTERCARD	2021_01 GRA	supplies	02/01/2021	5.50	5.50	02/26/2021
3184	MASTERCARD	2021_01 HAEF	Fraudulant Charges/ Disputing	02/01/2021	92.21	92.21	02/26/2021
3184	MASTERCARD	2021_01 HAEF	Fraudulant Charges/ Disputing	02/01/2021	99.99-	99.99-	02/26/2021
3184	MASTERCARD	2021_01 HAEF	Fraudulant Charges/ Disputing	02/01/2021	139.95-	139.95-	02/26/2021
3184	MASTERCARD	2021_01 HAEF	Fraudulant Charges/ Disputing	02/01/2021	149.95-	149.95-	02/26/2021
3184	MASTERCARD	2021_01 HAEF	Fraudulant Charges/ Disputing	02/01/2021	49.20-	49.20-	02/26/2021
3184	MASTERCARD	2021_01 HAEF	Fraudulant Charges/ Disputing	02/01/2021	78.78-	78.78-	02/26/2021
3184	MASTERCARD	2021_01 HAEF	Fraudulant Charges/ Disputing	02/01/2021	90.93-	90.93-	02/26/2021
3184	MASTERCARD	2021_01 HAEF	Fraudulant Charges/ Disputing	02/01/2021	74.15-	74.15-	02/26/2021
3184	MASTERCARD	2021_01 HAEF	Fraudulant Charges/ Disputing	02/01/2021	90.93	90.93	02/26/2021
3184	MASTERCARD	2021_01 HAEF	Fraudulant Charges/ Disputing	02/01/2021	139.95	139.95	02/26/2021
3184	MASTERCARD	2021_01 HAEF	Fraudulant Charges/ Disputing	02/01/2021	78.78	78.78	02/26/2021
3184	MASTERCARD	2021_01 HAEF	Fraudulant Charges/ Disputing	02/01/2021	49.20	49.20	02/26/2021
3184	MASTERCARD	2021_01 HAEF	Fraudulant Charges/ Disputing	02/01/2021	149.95	149.95	02/26/2021
3184	MASTERCARD	2021_01 HAEF	Fraudulant Charges/ Disputing	02/01/2021	74.15	74.15	02/26/2021
3184	MASTERCARD	2021_01 HAEF	Fraudulant Charges/ Disputing	02/01/2021	149.95-	149.95-	02/26/2021
3184	MASTERCARD	2021_01 HAEF	Fraudulant Charges/ Disputing	02/01/2021	99.99	99.99	02/26/2021
3184	MASTERCARD	2021_01 HAEF	Rim Exit Device	02/01/2021	389.00	389.00	02/26/2021
3184	MASTERCARD	2021_01 HAEF	Training	02/01/2021	30.00	30.00	02/26/2021
3184	MASTERCARD	2021_01 HAEF	Training	02/01/2021	30.00	30.00	02/26/2021
3184	MASTERCARD	2021_01 HAH	Screen protector and case	02/01/2021	99.98	99.98	02/26/2021
3184	MASTERCARD	2021_01 HAR	Training Video	02/01/2021	5.00	5.00	02/26/2021
3184	MASTERCARD	2021_01 HAR	MSFCA - Kevin	02/01/2021	75.00	75.00	02/26/2021
3184	MASTERCARD	2021_01 HOFF	External Hard Drive	02/01/2021	47.99	47.99	02/26/2021
3184	MASTERCARD	2021_01 JOHA	Speakers	02/01/2021	22.33	22.33	02/26/2021
3184	MASTERCARD	2021_01 JOHA	Daytimer	02/01/2021	13.74	13.74	02/26/2021
3184	MASTERCARD	2021_01 JOHA	Micro Sim card	02/01/2021	15.99	15.99	02/26/2021
3184	MASTERCARD	2021_01 JOHA	Water Cooler	02/01/2021	219.99	219.99	02/26/2021
3184	MASTERCARD	2021_01 JOHA	Vaccum	02/01/2021	99.99	99.99	02/26/2021
3184	MASTERCARD	2021_01 JOHA	Laminating Pouches	02/01/2021	24.96	24.96	02/26/2021
3184	MASTERCARD	2021_01 JOHA	Daytimer	02/01/2021	13.79	13.79	02/26/2021
3184	MASTERCARD	2021_01 JOHA	Dog Bags	02/01/2021	75.75	75.75	02/26/2021
3184	MASTERCARD	2021_01 JOHA	Electric Kettle	02/01/2021	35.99	35.99	02/26/2021
3184	MASTERCARD	2021_01 JOHA	Paper Towels	02/01/2021	60.76	60.76	02/26/2021
3184	MASTERCARD	2021_01 JOHA	Paper Towels	02/01/2021	60.76	60.76	02/26/2021
3184	MASTERCARD	2021_01 JOHA	Paper Towels	02/01/2021	60.76	60.76	02/26/2021
3184	MASTERCARD	2021_01 JOHA	Coffee	02/01/2021	73.26	73.26	02/26/2021
3184	MASTERCARD	2021_01 JOHA	Coffee	02/01/2021	73.27	73.27	02/26/2021
3184	MASTERCARD	2021_01 JOHA	Coffee	02/01/2021	73.27	73.27	02/26/2021
3184	MASTERCARD	2021_01 JOHN	Gun Lights	02/01/2021	1,015.40	1,015.40	02/26/2021
3184	MASTERCARD	2021_01 KARD	Commission Zoom Account	02/01/2021	41.50	41.50	02/26/2021
3184	MASTERCARD	2021_01 KINNI	2nd Board Zoom Account	02/01/2021	57.05	57.05	02/26/2021
3184	MASTERCARD	2021_01 KINNI	Required Notary Education	02/01/2021	30.00	30.00	02/26/2021
3184	MASTERCARD	2021_01 KINNI	Board Zoom Account	02/01/2021	57.05	57.05	02/26/2021
3184	MASTERCARD	2021_01 KINNI	Office Supplies	02/01/2021	13.86	13.86	02/26/2021
3184	MASTERCARD	2021_01 KINNI	Employee Jacket Logos	02/01/2021	40.00	40.00	02/26/2021
3184	MASTERCARD	2021_01 KINNI	Employee Jackets	02/01/2021	1,325.85	1,325.85	02/26/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2021_01 LOW	Waiting for Receipts	02/01/2021	34.95	34.95	02/26/2021
3184	MASTERCARD	2021_01 LOW	Waiting for Receipts	02/01/2021	14.00	14.00	02/26/2021
3184	MASTERCARD	2021_01 LOW	Waiting for Receipts	02/01/2021	230.00	230.00	02/26/2021
3184	MASTERCARD	2021_01 LOW	Waiting for Receipts	02/01/2021	44.26	44.26	02/26/2021
3184	MASTERCARD	2021_01 LOW	Waiting for Receipts	02/01/2021	38.67	38.67	02/26/2021
3184	MASTERCARD	2021_01 LOW	Waiting for Receipts	02/01/2021	54.45	54.45	02/26/2021
3184	MASTERCARD	2021_01 MACI	MSFCA - Ken	02/01/2021	75.00	75.00	02/26/2021
3184	MASTERCARD	2021_01 MACI	postage	02/01/2021	55.21	55.21	02/26/2021
3184	MASTERCARD	2021_01 MACI	November	02/01/2021	5,881.48	5,881.48	02/26/2021
3184	MASTERCARD	2021_01 MACI	badges	02/01/2021	388.95	388.95	02/26/2021
3184	MASTERCARD	2021_01 MACI	headlights	02/01/2021	75.83	75.83	02/26/2021
3184	MASTERCARD	2021_01 MACI	headlights	02/01/2021	75.85	75.85	02/26/2021
3184	MASTERCARD	2021_01 MACI	UV sanitizer	02/01/2021	1,054.24	1,054.24	02/26/2021
3184	MASTERCARD	2021_01 MACI	ext cord	02/01/2021	14.99	14.99	02/26/2021
3184	MASTERCARD	2021_01 O'RO	Phone Case	02/01/2021	14.97	14.97	02/26/2021
3184	MASTERCARD	2021_01 O'RO	Membership	02/01/2021	60.00	60.00	02/26/2021
3184	MASTERCARD	2021_01 O'RO	Membership	02/01/2021	270.00	270.00	02/26/2021
3184	MASTERCARD	2021_01 O'RO	Adapter	02/01/2021	7.99	7.99	02/26/2021
3184	MASTERCARD	2021_01 SMIT	Shipping	02/01/2021	82.79	82.79	02/26/2021
3184	MASTERCARD	2021_01 TARR	Cleaning Supplies	02/01/2021	2.94	2.94	02/26/2021
3184	MASTERCARD	2021_01 TARR	Birthday Party	02/01/2021	33.99	33.99	02/26/2021
3184	MASTERCARD	2021_01 TARR	Good Company - Arthur Blank Bo	02/01/2021	22.49	22.49	02/26/2021
3184	MASTERCARD	2021_01 TARR	Lifeguard Management Training	02/01/2021	120.00	120.00	02/26/2021
3184	MASTERCARD	2021_01 TARR	Lifeguard Management Training	02/01/2021	120.00	120.00	02/26/2021
3184	MASTERCARD	2021_01 TARR	Write Your Own Story Training - Ri	02/01/2021	30.00	30.00	02/26/2021
3184	MASTERCARD	2021_01 TARR	Basketball Coach Training & Back	02/01/2021	280.00	280.00	02/26/2021
3184	MASTERCARD	2021_01 TARR	StoryWalk Treat	02/01/2021	63.04	63.04	02/26/2021
3184	MASTERCARD	2021_01 TARR	Board Governance Training 201	02/01/2021	190.00	190.00	02/26/2021
3184	MASTERCARD	2021_01 TARR	Storywalk Treat	02/01/2021	98.00	98.00	02/26/2021
3184	MASTERCARD	2021_01 TARR	CPRS Study Guide	02/01/2021	60.51	60.51	02/26/2021
3184	MASTERCARD	2021_01 TARR	National Parks and Recreation As	02/01/2021	110.00	110.00	02/26/2021
3184	MASTERCARD	2021_01 WUL	backboard	02/01/2021	279.98	279.98	02/26/2021
3184	MASTERCARD	2021_01 WUL	subscription	02/01/2021	1,275.00	1,275.00	02/26/2021
Total MASTERCARD:					16,739.65	16,739.65	
<b>MISC</b>							
99999	MISC	TK2020-0297	Bond Release - A. Powers	02/23/2021	290.00	290.00	02/26/2021
99999	MISC	TK2020-0381	Bond Release - S. Tripp	02/22/2021	240.00	240.00	02/26/2021
Total MISC:					530.00	530.00	
<b>MOBILE REPAIR &amp; WELDING, INC</b>							
10	MOBILE REPAIR & WELDING, IN	31881	CASTER WHEELS	02/16/2021	1,854.96	1,854.96	02/24/2021
Total MOBILE REPAIR & WELDING, INC:					1,854.96	1,854.96	
<b>MONTANA AIR CARTAGE</b>							
3808	MONTANA AIR CARTAGE	LVQ13121	Courier CONTRACT	02/01/2021	190.50	190.50	02/24/2021
Total MONTANA AIR CARTAGE:					190.50	190.50	
<b>MONTANA LAW WEEK</b>							
10001	MONTANA LAW WEEK	2021.2.18	law week email	02/18/2021	365.00	365.00	02/24/2021
Total MONTANA LAW WEEK:					365.00	365.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>MUNICIPAL CODE CORPORATION</b>							
3058	MUNICIPAL CODE CORPORATI	00354585	city code revisions	02/16/2021	375.00	375.00	02/24/2021
3058	MUNICIPAL CODE CORPORATI	00354700	Subscription	02/22/2021	150.00	150.00	02/24/2021
Total MUNICIPAL CODE CORPORATION:					525.00	525.00	
<b>MUNICIPAL EMERGENCY SERVICES</b>							
2604	MUNICIPAL EMERGENCY SERV	IN1548576	BOOTS	02/09/2021	395.00	395.00	02/24/2021
Total MUNICIPAL EMERGENCY SERVICES:					395.00	395.00	
<b>MURDOCH'S RANCH &amp; HOME SUPPLY</b>							
3688	MURDOCH'S RANCH & HOME S	K002838/37	COUPLER	02/17/2021	25.98	25.98	02/24/2021
Total MURDOCH'S RANCH & HOME SUPPLY:					25.98	25.98	
<b>NORTHWESTERN ENERGY</b>							
151	NORTHWESTERN ENERGY	2021.2.8	0107897-1 LIBRARY	02/08/2021	1,148.90	1,148.90	02/24/2021
151	NORTHWESTERN ENERGY	3753023-5 JAN	3753023-5	02/12/2021	1,006.00	1,006.00	02/16/2021
Total NORTHWESTERN ENERGY:					2,154.90	2,154.90	
<b>OMDAHL EXCAVATION &amp; UTILITES INC</b>							
10002	OMDAHL EXCAVATION & UTILIT	2	2020 CIP PAY APP #2	02/22/2021	119,279.40	119,279.40	02/26/2021
10002	OMDAHL EXCAVATION & UTILIT	2	2020 CIP PAY APP #2	02/22/2021	64,718.75	64,718.75	02/26/2021
10002	OMDAHL EXCAVATION & UTILIT	2	2020 CIP PAY APP #2	02/22/2021	242,365.05	242,365.05	02/26/2021
10002	OMDAHL EXCAVATION & UTILIT	2	2020 CIP PAY APP #2	02/22/2021	24,992.90	24,992.90	02/26/2021
10002	OMDAHL EXCAVATION & UTILIT	2	2020 CIP PAY APP #2	02/22/2021	33,523.90	33,523.90	02/26/2021
10002	OMDAHL EXCAVATION & UTILIT	2	1% GROSS RECEIPTS TAX	02/22/2021	4,848.80-	4,848.80-	02/26/2021
Total OMDAHL EXCAVATION & UTILITES INC:					480,031.20	480,031.20	
<b>OUT OF THE BOX PAINTING</b>							
10001	OUT OF THE BOX PAINTING	478	PAINTING	02/18/2021	10,000.00	10,000.00	02/18/2021
Total OUT OF THE BOX PAINTING:					10,000.00	10,000.00	
<b>PACIFIC STEEL &amp; RECYCLING</b>							
3743	PACIFIC STEEL & RECYCLING	7527189	GRATING	02/05/2021	151.14	151.14	02/24/2021
3743	PACIFIC STEEL & RECYCLING	7527189	GRATING	02/05/2021	151.14	151.14	02/24/2021
Total PACIFIC STEEL & RECYCLING:					302.28	302.28	
<b>PARK COUNTY TREASURER - TECH</b>							
1702	PARK COUNTY TREASURER - T	2021.2.11	FEB 2021 COLLECTIONS	02/11/2021	110.00	110.00	02/24/2021
Total PARK COUNTY TREASURER - TECH:					110.00	110.00	
<b>PARK COUNTY TREASURER/M.L.E.A.</b>							
2156	PARK COUNTY TREASURER/M.	2021.2.11	FEB 2021 COLLECTIONS	02/11/2021	140.00	140.00	02/24/2021
Total PARK COUNTY TREASURER/M.L.E.A.:					140.00	140.00	
<b>PARK COUNTY VICTIM WITNESS</b>							
1544	PARK COUNTY VICTIM WITNES	2021.2.11	FEB 2021 COLLECTIONS	02/11/2021	362.01	362.01	02/24/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PARK COUNTY VICTIM WITNESS:					362.01	362.01	
<b>POLYDYNE INC.</b>							
3144	POLYDYNE INC.	1517207	Clarifloc	02/05/2021	2,808.99	2,808.99	02/24/2021
Total POLYDYNE INC.:					2,808.99	2,808.99	
<b>POWERPLAN</b>							
1868	POWERPLAN	P5067816	HY GARD	02/11/2021	126.72	126.72	02/24/2021
Total POWERPLAN:					126.72	126.72	
<b>RANGER PLUMBING &amp; HEATING, INC.</b>							
574	RANGER PLUMBING & HEATIN	102500	SEWER EMERGENCY SERVICE	02/02/2021	1,200.00	1,200.00	02/24/2021
Total RANGER PLUMBING & HEATING, INC.:					1,200.00	1,200.00	
<b>RIVERSIDE HARDWARE LLC</b>							
3659	RIVERSIDE HARDWARE LLC	127461	CLEANING SUPPLIES	02/11/2021	13.16	13.16	02/24/2021
3659	RIVERSIDE HARDWARE LLC	127896	Faucet aerator	02/17/2021	4.99	4.99	02/24/2021
Total RIVERSIDE HARDWARE LLC:					18.15	18.15	
<b>RUSSELL INDUSTRIES, INC.</b>							
3582	RUSSELL INDUSTRIES, INC.	142372-00	SUPPLIES	01/08/2021	1,897.65	1,897.65	02/24/2021
Total RUSSELL INDUSTRIES, INC.:					1,897.65	1,897.65	
<b>SCHUYLER RUBBER CO INC</b>							
10002	SCHUYLER RUBBER CO INC	28244	MODEL 911M 93	02/09/2021	1,160.55	1,160.55	02/24/2021
Total SCHUYLER RUBBER CO INC:					1,160.55	1,160.55	
<b>SNAP-ON INDUSTRIAL</b>							
2528	SNAP-ON INDUSTRIAL	ARV/46881211	BATTERY	02/03/2021	73.64	73.64	02/24/2021
Total SNAP-ON INDUSTRIAL:					73.64	73.64	
<b>THYSSENKRUPP ELEVATOR CORP</b>							
264	THYSSENKRUPP ELEVATOR C	3005748007	Elevator Maint. Contract	02/01/2021	1,007.82	1,007.82	02/24/2021
Total THYSSENKRUPP ELEVATOR CORP:					1,007.82	1,007.82	
<b>UNITEDHEALTHCARE</b>							
3760	UNITEDHEALTHCARE	15267474	Overpayment - Kirchner, Jackson	02/08/2021	76.00	76.00	02/22/2021
3760	UNITEDHEALTHCARE	15267475	Overpayment - Thompson, Cindy	02/08/2021	110.50	110.50	02/22/2021
Total UNITEDHEALTHCARE:					186.50	186.50	
<b>US BANK EQUIPMENT FINANCE</b>							
10001	US BANK EQUIPMENT FINANCE	435347042	PRINTER SERVICE	02/03/2021	260.42	260.42	02/24/2021
Total US BANK EQUIPMENT FINANCE:					260.42	260.42	
<b>VERIZON WIRELESS</b>							
879	VERIZON WIRELESS	9872936245	FEB 2021 CELLPHONES	02/08/2021	62.59	62.59	02/26/2021





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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**File Attachments for Item:**

**A. PROCLAMATION: PUBLIC SAFETY COMMUNICATION OFFICER'S WEEK APRIL 11-17, 2021.**

**Proclamation**  
**National Public Safety Telecommunicators Week**  
**April 11-17, 2021**

\*\*\*\*\*

**WHEREAS** emergencies can occur at any time that require police, fire or emergency medical services; and,

**WHEREAS** when an emergency occurs the prompt response of police officers, the prompt arrival of firefighters and paramedics is critical to the protection of life and preservation of property; and,

**WHEREAS** the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who call our Livingston/Park County 911 dispatch center; and,

**WHEREAS** Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

**WHEREAS** Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

**WHEREAS** the Public Safety Telecommunicators of the Livingston/Park County 911 dispatch center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients while enduring the stress of shift work and numerous emergencies; and,

**WHEREAS** the community is fortunate to have such diligent dispatchers who exhibit compassion, understanding and professionalism during the performance of their job;

**NOW, THEREFORE,** I Dorel Hoglund, Chair of Livingston City Commission do hereby proclaim;

**April 11 - 17, 2021, as National Public Safety Telecommunicators Week in Livingston, Montana,**

in honor and recognition of our Livingston/Park County 911 Dispatch Officers for their vital contributions to the safety and well-being of our law enforcement officers, firefighter/EMT's and their service to the citizens of Park County and the City of Livingston.

Dated this 16<sup>th</sup> day of March, 2021

Attest:

\_\_\_\_\_  
DOREL HOGLUND, Chair

\_\_\_\_\_  
FAITH KINNICK, Recording Secretary

**File Attachments for Item:**

**B. PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA,  
RECOGNIZING THE SERVICE AND CONTRIBUTIONS OF THE YELLOWSTONE BEND CITIZENS  
COUNCIL.**

**BEFORE THE CITY COMMISSION  
OF THE CITY OF LIVINGSTON**

**In the Matter of Recognizing                    ) )  
The Service and Contributions of the        )        P R O C L A M A T I O N  
Yellowstone Bend Citizen Council         )**

**WHEREAS**, YBCC believes our unique quality of life and rich natural heritage can be preserved by promoting reliance on renewable energy and minimizing adverse effects from development of fossil fuels; and

**WHEREAS**, Yellowstone Bend Citizen Council (YBCC) is a group of citizens working to promote reliance on renewable energy projects such as Clean Renewable Energy, Agriculture and Food, Climate Change, Rural Electric Co-op Reform, and attempts to mitigate the effects from transportation of fossil fuels and coal through Livingston; and

**WHEREAS**, YBCC has led six community funded solar projects at the Livingston Park County Public Library, the City of Livingston Water Reclamation Facility, the Park County Senior Center, the Shane Lalani Center for the Arts, the Yellowstone Gateway Museum, and the HRDC Head Start Preschool; and

**WHEREAS**, YBCC has hosted multiple free community education events guiding interested citizens on the path to clean, renewable, affordable energy for their homes, supported over 24 new residential solar array installations, and conducted over 75 energy audits for local community members; and

**WHEREAS**, YBCC advocated for a Park County Energy Corps Intern to support City and County governments on the path to energy efficiency and clean renewable energy, and;

**NOW, THEREFORE**, I, Dorel Hoglund, chair of the Livingston City Commission, do hereby wish to publically recognize and applaud the efforts of the Yellowstone Bend Citizen Council for all of the work they do for our community. Further I urge fellow citizens join me by to paying tribute to the Yellowstone Bend Citizens Council.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
DOREL HOGLUND, Chair

\_\_\_\_\_  
FAITH KINNICK, Recording Secretary

**File Attachments for Item:**

**A. TD&H ENGINEERING, INC. PRESENTS THE 2021 WASTEWATER COLLECTION SYSTEM:  
INFLOW AND INFILTRATION STUDY PRELIMINARY ENGINEERING REPORT.**

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# City of Livingston

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## WASTEWATER COLLECTION SYSTEM: INFLOW AND INFILTRATION STUDY PRELIMINARY ENGINEERING REPORT

MARCH 15, 2021



# OVERVIEW

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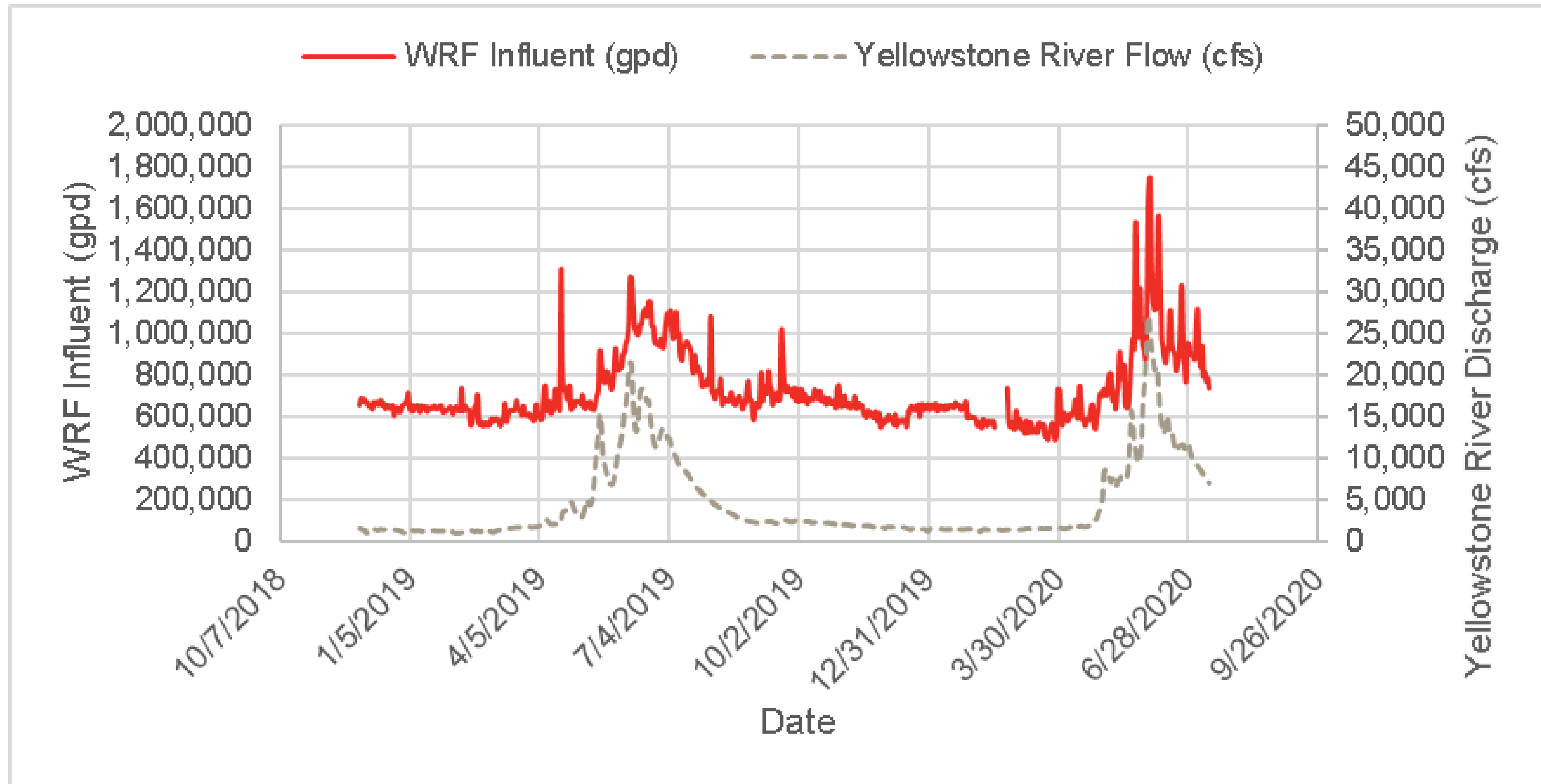
- Significant Inflow and Infiltration Impacts WRF
- Collection System Condition
- Recommended Improvements
  - Lewis Street
  - Miles Street
- Comments and Questions

# DEFINITIONS

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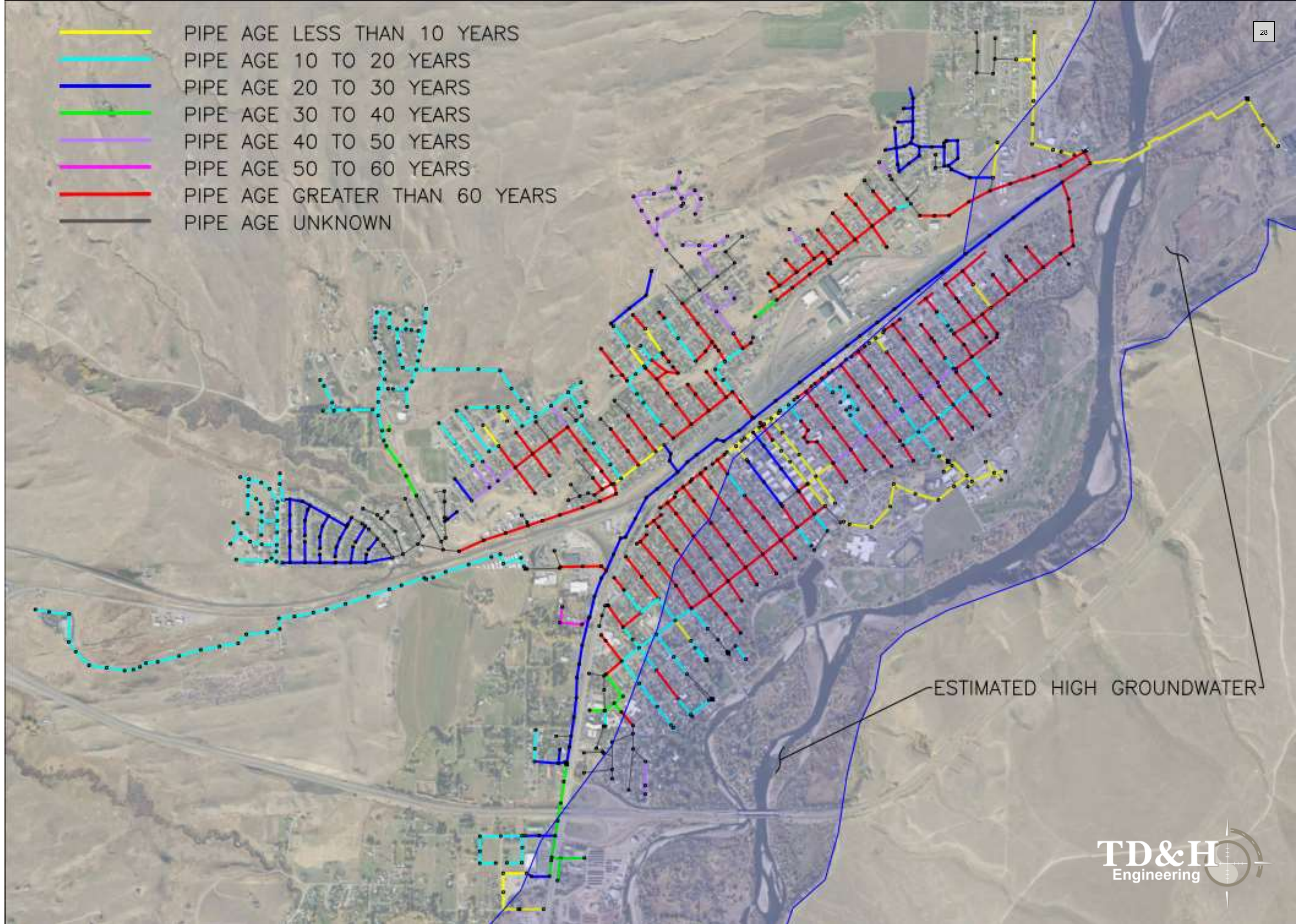
- Inflow
- Infiltration
- Sewer Repair
- WRF System Capacity
- CECRA

# WATER RECLAMATION FACILITY FLOW DATA



# PIPE AGE

- PIPE AGE LESS THAN 10 YEARS
- PIPE AGE 10 TO 20 YEARS
- PIPE AGE 20 TO 30 YEARS
- PIPE AGE 30 TO 40 YEARS
- PIPE AGE 40 TO 50 YEARS
- PIPE AGE 50 TO 60 YEARS
- PIPE AGE GREATER THAN 60 YEARS
- PIPE AGE UNKNOWN



# TV INSPECTION RESULTS WEST



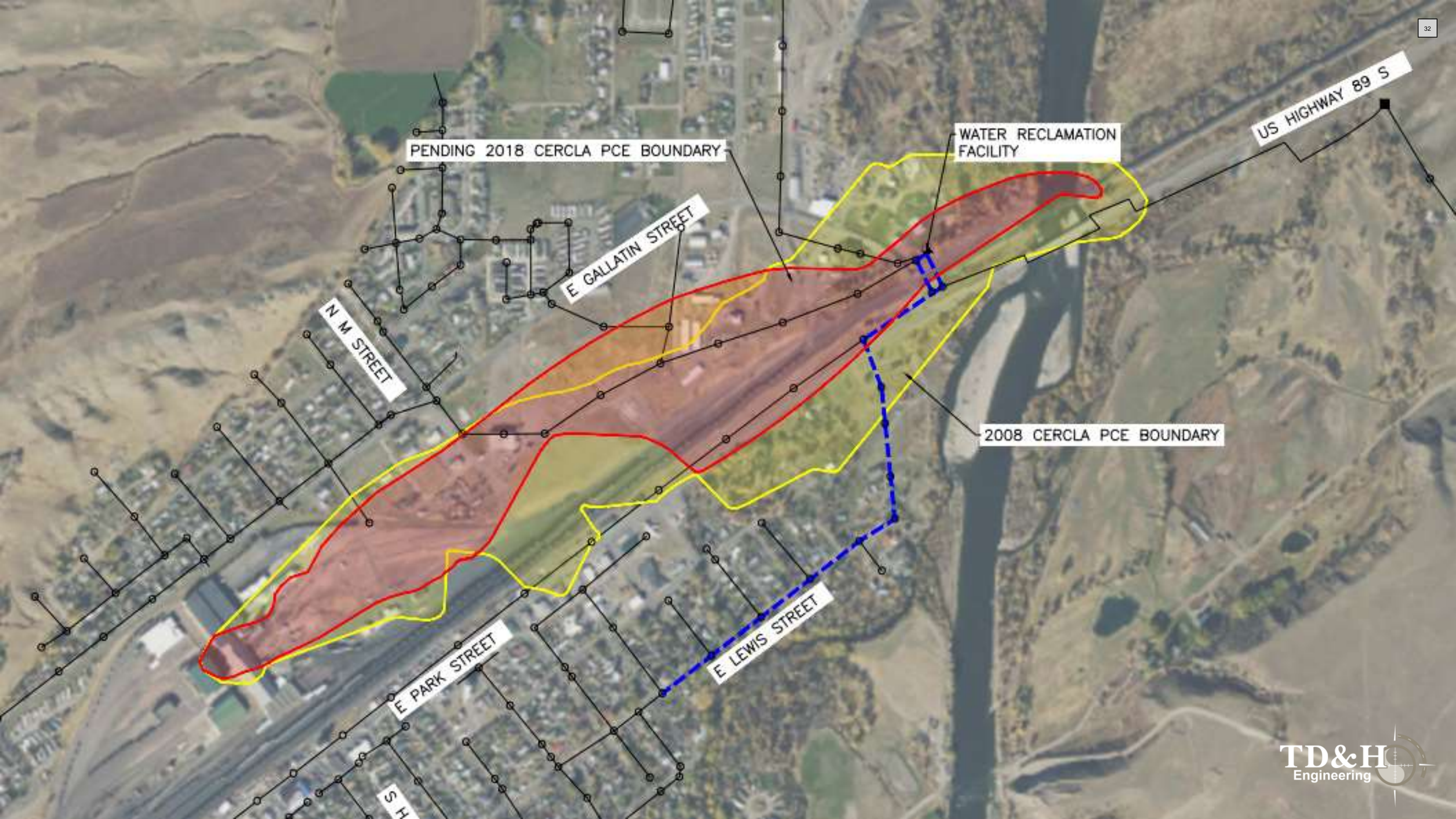
# TV INSPECTION RESULTS EAST



# LEWIS STREET SEWER REPAIR

- **Purpose:** Repair existing 21-inch and 24-inch trunk main
- **Location:** E. Lewis Street, from M/N Alley to WRF
- **Additional considerations:** Railroad crossing, Superfund (CERCA) Site, LHC Forcemain





PENDING 2018 CERCLA PCE BOUNDARY

WATER RECLAMATION FACILITY

US HIGHWAY 89 S

E GALLATIN STREET

N M STREET

2008 CERCLA PCE BOUNDARY

E PARK STREET

E LEWIS STREET

S H





N M STREET

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E LEWIS STREET

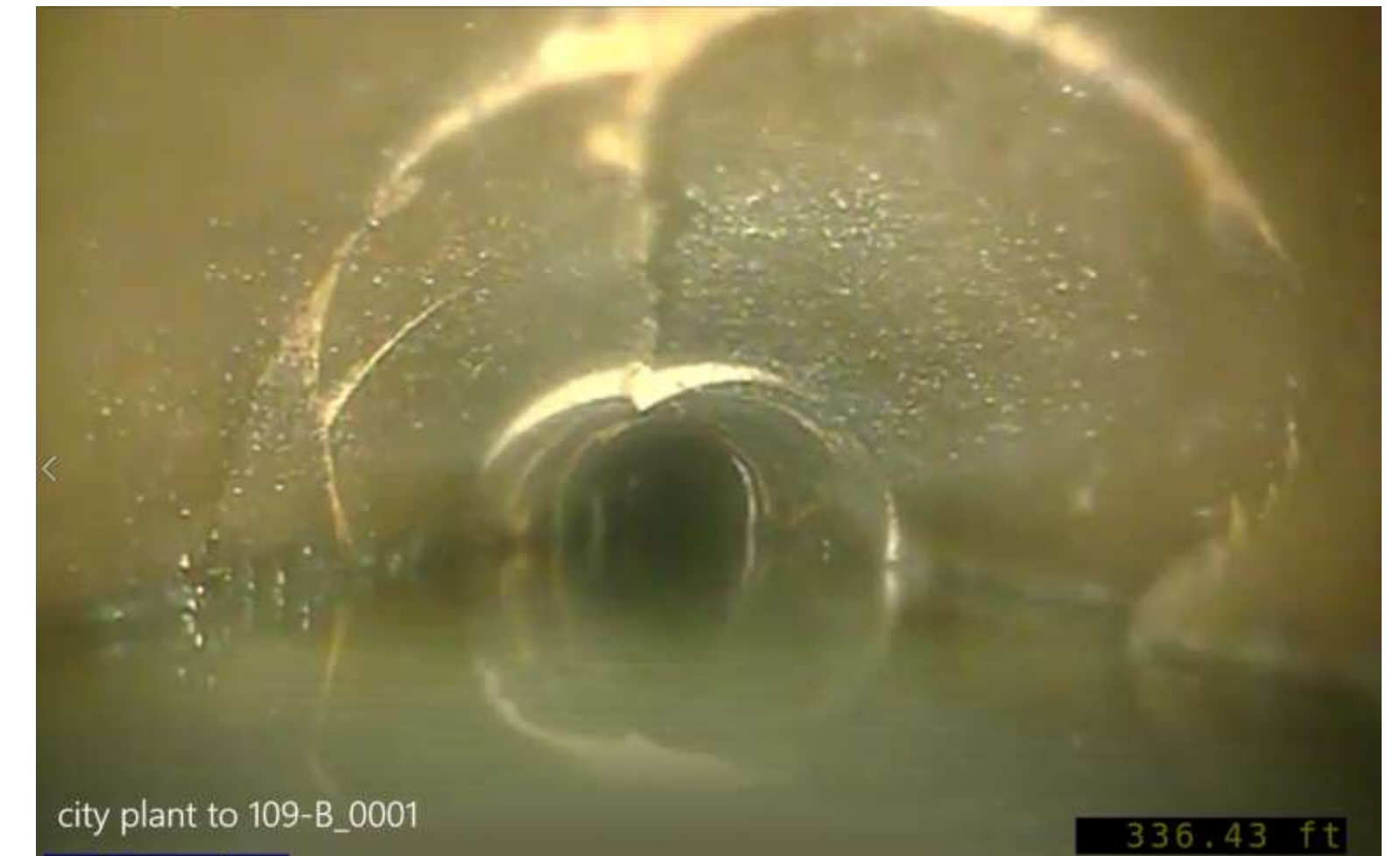
WATER RECLAMATION FACILITY

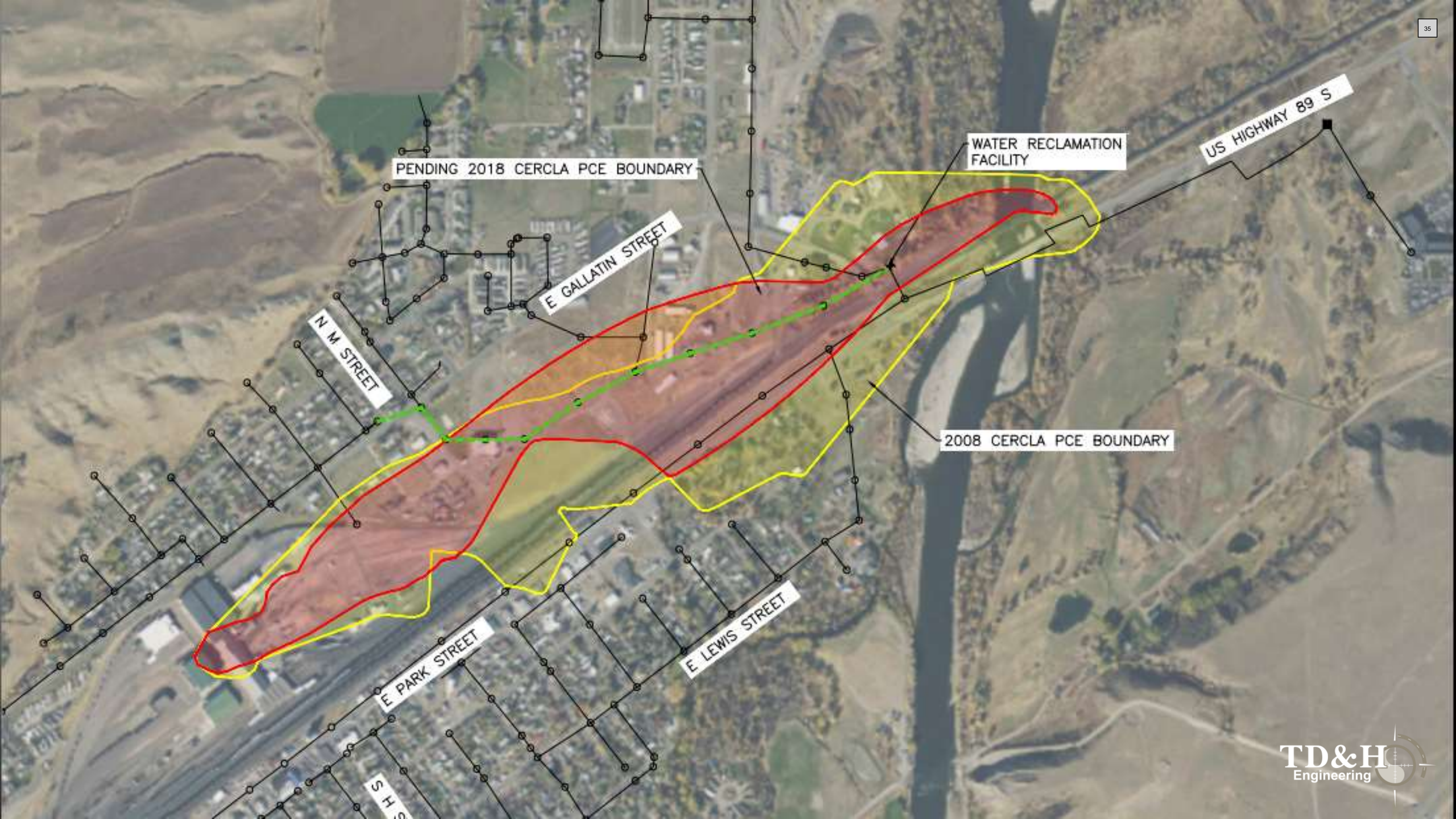
EXISTING RAILROAD CROSSING

NEW RAILROAD CROSSING

# MILES STREET SEWER REPAIR

- **Purpose:** Upsize and repair the existing 8-inch trunk main
- **Location:** North M Street to WRF
- **Additional considerations:** Superfund (CERCA) Site, increase capacity





PENDING 2018 CERCLA PCE BOUNDARY

WATER RECLAMATION FACILITY

US HIGHWAY 89 S

E GALLATIN STREET

N M STREET

2008 CERCLA PCE BOUNDARY

E PARK STREET

E LEWIS STREET

S H STREET



N M STREET

E GALLATIN STREET

WATER RECLAMATION FACILITY

# QUESTIONS?

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**John Juras**

[John.Juras@tdhengineering.com](mailto:John.Juras@tdhengineering.com)

**Matt McGee**

[Matt.McGee@tdhengineering.com](mailto:Matt.McGee@tdhengineering.com)

**Nicole Rediske**

[Nicole.Rediske@tdhengineering.com](mailto:Nicole.Rediske@tdhengineering.com)

[m](#)

**File Attachments for Item:**

**A. RESOLUTION NO. 4941: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LAND WHICH IS CONTIGUOUS TO THE CITY OF LIVINGSTON AND IS DESCRIBED AS 1 PRONGHORN DRIVE & 5 PRONGHORN DRIVE.**

**RESOLUTION NO. 4941**

**A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LAND WHICH IS CONTIGUOUS TO THE CITY OF LIVINGSTON AND IS DESCRIBED AS 1 PRONGHORN DRIVE & 5 PRONGHORN DRIVE.**

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

**WHEREAS**, the City Commission of the City of Livingston, Montana, has determined that it is in the best interest of the City and the inhabitants of the properties identified in the City’s Annexation Policy that the boundaries of the City of Livingston be extended to include 1 and 5 Pronghorn Drive which have City services and are wholly surrounded by other property within the corporate limits of the City;

**WHEREAS**, Section 7-2-4325 allows for two or more adjacent tracts to be included in one resolution; and

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

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

It is the intent of the City Commission to annex contiguous land known as the 1 and 5 Pronghorn Drive and further described as:

**1 Pronghorn Drive**

**Tract A of Plat 138, less .005 acres and the right of way on R- 134-481, in the Acreville subdivision, in Section 23 of Township 2 South Range 9 East, on file with the Park County Clerk and Recorder.**

**5 Pronghorn Drive:**

**Prortional Lot 14 in Plat 138 , in the Acreville subdivision, in Section 23 of Township 2 South Range 9 East, on file with the Park County Clerk and Recorder.**

**PASSED** at a first reading by the Livingston City Commission, on February, 16, 2021.

**ATTEST:**

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

**PASSED ADOPTED AND FINALLY APPROVED**, during a second reading by the Livingston City Commission this 16th day of March, 2021.

\_\_\_\_\_  
**DOREL HOGLUND, Chair**

**ATTEST:**

**APPROVED TO AS FORM:**

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

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



**PUBLIC NOTICE**

**NOTICE** is hereby given, a public hearing will be conducted by the Livingston City Commission on Tuesday, March 16, 2021, during a second reading of **RESOLUTION NO. 4941: entitled A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF IT'S INTENT TO ANNEX CERTAIN LAND WHICH IS CONTIGUOUS TO THE CITY OF LIVINGSTON AND IS DESCRIBED AS 1 PRONGHORN DRIVE & 5 PRONGHORN DRIVE.** This hearing will be conducted via Zoom. All interested parties are invited to attend and give their comments. To join this meeting <http://us02web.zoom.us> Meeting ID: 890 8543 7403 Passcode: 514741 or by phone at (669) 900-6833. For additional information contact Faith Kinnick at (406) 823-6002.

Please publish Friday, February 26, 2021 and March 5, 2021.

Faith Kinnick  
City of Livingston  
February 5, 2021

**File Attachments for Item:**

**B. RESOLUTION NO. 4946: A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LAND WHICH IS CONTIGUOUS TO THE CITY OF LIVINGSTON AND IS DESCRIBED AS 5 ROGERS LANE.**

**RESOLUTION NO. 4946**

**A RESOLUTION TO THE CITY OF LIVINGSTON, MONTANA, ANNEXING CERTAIN LAND WHICH IS CONTIGUOUS TO THE CITY OF LIVINGSTON AND IS DESCRIBED AS 5 ROGERS LANE.**

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

**WHEREAS**, the City Commission of the City of Livingston, Montana, has determined that it is in the best interest of the City and the inhabitants of the properties identified in the City’s Annexation Policy that the boundaries of the City of Livingston be extended to include 5 Rogers Lane which have access to City services and are wholly surrounded by other property within the corporate limits of the City; and

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

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

It is the intent of the City Commission to annex contiguous land known as the Livingston Inn at 5 Rogers Lane and further described as:

**5 Rogers Lane  
Lot 15C of Certificate of Survey 170A less the Mortgage tract in Certificate of Survey 1443, in the Acreville subdivision, in Section 23 of Township 2 South Range 9 East, on file with the Park County Clerk and Recorder.**

**PASSED** at a first reading by the Livingston City Commission, on February, 16, 2021.

**ATTEST:**

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

**PASSED ADOPTED AND FINALLY APPROVED**, during a second reading by the Livingston City Commission this 16th day of March, 2021.

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**DOREL HOGLUND, Chair**

**ATTEST:**

**APPROVED TO AS FORM:**

---

**FAITH KINNICK**  
Recording Secretary

---

**COURTNEY JO LAWELLIN**  
City Attorney

**PUBLIC NOTICE**

**NOTICE** is hereby given, a public hearing will be conducted by the Livingston City Commission on Tuesday, March 16, 2021, during a second reading of **RESOLUTION NO. 4946: entitled A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF IT'S INTENT TO ANNEX CERTAIN LAND WHICH ARE CONTIGUOUS TO THE CITY OF LIVINGSTON DESCRIBED AS 5 RODGERS LANE.** This hearing will be conducted via Zoom. All interested parties are invited to attend and give their comments. To join this meeting <http://us02web.zoom.us> Meeting ID: 890 8543 7403 Passcode: 514741 or by phone at (669) 900-6833. For additional information contact Faith Kinnick at (406) 823-6002.

Please publish Friday, February 26, 2021 and March 5, 2021.

Faith Kinnick  
City of Livingston  
February 5, 2021

**File Attachments for Item:**

**A. ORDINANCE NO. 3005 AMENDING THE LIVINGSTON MUNICIPAL CODE, TO MODIFY ANY MASCULINE AND FEMININE LANGUAGE TO GENDER NEUTRAL PRONOUNS.**

**ORDINANCE NO. 3005**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE LIVINGSTON MUNICIPAL CODE, TO MODIFY ANY AND ALL MASCULINE AND/OR FEMININE LANGUAGE TO GENDER NEUTRAL PRONOUNS.**

**WHEREAS**, the Livingston Municipal Code contains mostly masculine pronouns; and

**WHEREAS**, all genders are created equal; and

**WHEREAS**, amending the Livingston Municipal Code to include gender-neutral pronouns by eliminating any gender preference language within the Livingston Municipal Code will promote equality;

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

SECTION 1. The recitals and findings contained in the preamble to this ordinance are adopted by reference and incorporated as if fully set forth in this section.

SECTION 2. The pronouns throughout the Livingston Municipal Code are amended to promote gender-neutral pronouns.

SECTION 3. Subject to final approval by the City Attorney, the Municipal Code Corporation has authority to degenderize the Livingston Municipal Code and update pronouns when appropriate, which authority includes the updating of future ordinances, by making changes to the pronouns in accordance with the report attached hereto as Exhibit A.

SECTION 4. Any and all resolutions, ordinances and sections of the Livingston Municipal Code and parts thereof in conflict herewith are hereby repealed.

SECTION 5. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provision or application and, to this end, the provisions of this ordinance are declared to be severable.

SECTION 6. This ordinance does not affect the rights or duties that matured, penalties and assessments that were incurred or proceeding that began before the effective date of this ordinance.

SECTION 7. That this ordinance will become effective 30 days after the second reading and final adoption.

\*\*\*\*\*

**PASSED** by the City Commission of the City of Livingston, Montana, on first reading at regular session thereof held on the 16<sup>th</sup> day of March, 2021.

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

**ATTEST:**

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

\*\*\*\*\*

**PASSED, ADOPTED, APPROVED**, by the City Commission of the City of Livingston, Montana, on a second reading at regular session thereof held on the 20<sup>th</sup> day of April, 2021.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



**PUBLIC NOTICE**

**NOTICE**, is hereby given that a public hearing will be conducted by the Livingston City Commission on Tuesday, April 20, 2021, during a second reading of **ORDINANCE NO. 3005: entitled AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING LIVINGSTON MUNICIPAL CODE TO MODIFY ANY MASCULINE AND FEMININE LANGUAGE TO GENDER NEUTRAL PRONOUNS.** This hearing will be conducted via Zoom. All interested persons are invited to attend and give their comments. To join this meeting, <http://us02web.zoom.us> Meeting ID: 895 5409 1690 Passcode: 688761 or call in at 1-669-900-6833.

Please publish March 26, 2021, and April 9, 2021.

Faith Kinnick  
March 16, 2021  
City of Livingston

**File Attachments for Item:**

**A. RESOLUTION NO. 4950: AUTHORIZING CITY MANAGER TO SIGN AGREEMENT WITH THE MONTANA HISTORIC PRESERVATION OFFICE FOR GRANT FOR LOCAL HISTORIC PRESERVATION FOR THE OF PERIOD APRIL 1, 2021 TO MARCH 31, 2022.**

**RESOLUTION NO. 4950**

**A RESOLUTION FO THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN AGREEMENT WITH THE MONTANA HISTORIC PRESERVATION OFFICE FOR GRANT FOR LOCAL HISTORIC PRESERVATION FOR PERIOD APRIL1, 2021 TO MARCH 31, 2022.**

**WHEREAS**, the Montana State Historic Preservation Office (SHPO) has received a grant for purposes of historic preservation from the National Park Service; and

**WHEREAS**, the City of Livingston has previously entered into agreements with SHPO to receive a grant for the purposes of historic preservation in the City of Livingston (See prior Resolutions Nos. 4444, 4539, 4781, 4890); and

**WHEREAS**, the Agreement attached hereto as Exhibit A which is incorporated by this reference as though fully set forth herein establishes the terms and conditions for receiving said grant.

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

That the City Manager is hereby authorized to enter into the Agreement with the State of Montana Historic Preservation Office attached hereto as Exhibit A.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston this \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
**DOREL HOGLUND, Chair**

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

# Exhibit A

This Grant Agreement (the "Agreement") is hereby made between the City of Livingston, 220 East Park Street, Livingston, MT 59047, DUNS# 137254368 (the "Subgrantee"), and the Montana State Historic Preservation Office (SHPO), Montana Historical Society (MHS), 225 North Roberts, PO Box 201202, Helena, Montana 59620-1202 (the "Grantor" or the "State"). Liaison for the Subgrantee is Mathieu Menard, the Historic Preservation Officer (HPO). Liaison for the Grantor is Kate Hampton, Community Preservation Coordinator.

The State expects to be awarded \$926,767 of grant monies from the U.S. Department of the Interior, the National Park Service under the Historic Preservation Fund for the federal fiscal year of 2021 (federal grant period to begin October 1, 2020, and end September 30, 2021). The funding for this agreement is provided by this award, CFDA number 15.904, Historic Preservation Fund Grants-In-Aid. The Federal Award Identification Number assigned by the National Park Service is yet to be determined.

The two parties, in consideration of mutual covenants and stipulations described below, agree as follows:

**1. EFFECTIVE DATE, DURATION, AND RENEWAL**

This Agreement shall take effect on April 1, 2021, and shall terminate on March 31, 2022, unless a new termination date is set or the Agreement is terminated as provided in this Agreement. Total payments by the Grantor for all purposes under this Agreement shall not exceed \$6,000.00. In the event that the Grantor does not receive full funding from the National Park Service (NPS), the total grant award may be reduced, as outlined in "The Montana Certified Local Governments Manual." Payment shall be made on a reimbursement basis by request of Subgrantee to the Grantor. In no event is this Agreement binding on the State unless State's authorized representative has signed it. Any legal counsel signature approving legal content of the Agreement and any procurement officer signature approving the form of the Agreement do not constitute an authorized signature.

**2. SERVICES AND/OR SUPPLIES**

The Subgrantee shall:

1. Maintain an active Historic Preservation Commission (HPC) that will advocate for preservation, assist the HPO to accomplish preservation goals, and fill vacancies on the HPC promptly.
2. Participate in and carry out the responsibilities for Certified Local Government (CLG) program status as outlined in "The Montana Certified Local Government Manual."
3. Ensure historic preservation concerns are considered at all levels of local government planning and are incorporated as goals of other local, state, and federal projects.
4. Administer local preservation ordinances.
5. Designate a minimum half-time designated Historic Preservation Officer (HPO) who demonstrably plays an active and consistent role in the conduct of the Subgrantee's historic preservation activities. On behalf of the Subgrantee it is the role of HPO to conduct these activities and/or work with the HPC to:
  - a. Regularly report on HPC activities at local government Commission meetings and be available for comment to these groups and other local government offices;
  - b. Provide technical assistance, direction, and/or literature on historic preservation tax credits, National Register, federal regulations, and Secretary of Interior Standards;
  - c. Evaluate historic properties for potential and feasible reuse and rehabilitation;
  - d. Coordinate, promote, and participate in events such as National Historic Preservation Month and/or other preservation related activities;
  - e. Cooperate and communicate with the Grantor and fellow HPOs/HPCs in Montana and elsewhere as appropriate; and
  - f. Submit Semi-Annual Progress Reports, meeting minutes, and financial reports per deadlines outlined in this agreement. In the Final Progress Report, the HPO will identify the benefits the local government has derived

as a result of the employment of a HPO, the needs of the local government for future professional preservation efforts, and any additional functions of the HPO carried out which further the understanding and implementation of historic preservation values and objectives in the local government.

6. Send at least one (1) person from the CLG to SHPO-approved training. The attendee shall attend the entire training and report back to their HPC.

All work completed under this funding Agreement must meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation as interpreted by the Grantor. Final products or services that do not fulfill the requirements of this Agreement, and do not comply with the appropriate Secretary of the Interior's Standards, will not be reimbursed, and any advance payments made in connection with such products or services must be repaid to the Grantor.

### 3. CONSIDERATION/PAYMENT

**3.1 Payment Schedule.** In consideration of services rendered in this Agreement, the Grantor agrees to pay the Subgrantee as follows:

1. The Subgrantee agrees to submit Semi-Annual Progress Reports, meeting minutes, and Requests for Reimbursement. Reports will be accompanied by the following documentation:
  - a. The Subgrantee's name, address, and Agreement Number MT-21-022;
  - b. A report discussing the work completed during the reporting period. Include meeting agendas and minutes;
  - c. An itemized listing of cash or in-kind donations that comprise the non-federal match;
  - d. An itemized listing of project expenses that are charged to the federal grant. If indirect costs (IDC) are claimed for reimbursement (or match), the IDC rate must be in accordance with 2 CFR Part 200.414. A copy of the IDC approval letter from the Cognizant agency must be submitted to the Grantor and approved prior to any reimbursement;
  - e. Receipts, invoices, and/or financial reports sufficient to document each expenditure;
  - f. The net request for payment (reimbursement); and
  - g. Products produced during the reporting period.
2. All Requests for Reimbursement must be approved by the Grantor prior to payment. Payment for work completed under this Agreement may be withheld pending the delivery and acceptance of such items. All Subgrantees must retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of three (3) years or until an acceptable audit (accessible by auditors) has been performed and all claims and audit findings involving the records have been resolved. The 3-year retention period starts from the date of the submission of the final report. A final Request for Reimbursement must be submitted within thirty (30) days of the termination of this Agreement to qualify for payment.
3. All Requests for Reimbursement will be reviewed for eligibility and allowability under Chapters 12, 13, and 14 of the NPS Historic Preservation Fund Manual and the Montana Certified Local Governments Manual. The Subgrantee may request a copy of the Montana Certified Local Governments Manual from the Grantor and the Historic Preservation Fund Manual is available for inspection at the SHPO.
4. The Subgrantee shall, at minimum, provide documentation detailing forty percent (40%) matching non-federal funds for the overall grant award. In order to receive the full grant award of \$6,000.00, the minimum dollar amount of match necessary to be provided by the Subgrantee is \$4,000.00 in matching in-kind services or cash. In the event that the grant award is reduced, the match requirement would be reduced proportionally. Requests for Reimbursement require the same 40% documentation relative to the amount requested. The accepted Grant Application, reviewed and approved by the Grantor, provides an estimation of sources and amounts of matching funds from the Subgrantee.

5. The Grantor may retain final payment of federal grant funds until such time as the approved project work has been successfully completed and all conditions of this Agreement have been met.

**3.2 Payment Terms.** Unless otherwise noted in the solicitation document, the State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. The Subgrantee shall provide banking information at the time of Agreement execution in order to facilitate the State’s electronic funds transfer payments.

**3.3 Reference to Agreement.** The Agreement Number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Agreement. If the number is not provided, the State is not obligated to pay the invoice.

**4. ACCESS AND RETENTION OF RECORDS**

**4.1 Access to Records.** The Subgrantee shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine Agreement compliance. The State may terminate this Agreement under Section 20, Severability, without incurring liability, for the Subgrantee’s refusal to allow access as required by this section (18-1-118, MCA).

**4.2 Retention Period.** The Subgrantee shall create and retain all records supporting the services rendered for a period of eight (8) years after either the completion date of this Agreement or termination of the Agreement.

**5. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

The Subgrantee may not assign, transfer, or subcontract any portion of this Agreement without the State's prior written consent (18-4-141, MCA). The Subgrantee is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Subgrantee. No contractual relationships exist between any subcontractor and the State under this Agreement.

**5.1** The Subgrantee agrees that the procurement of services, supplies, equipment, and construction will be obtained efficiently and economically and in compliance with the applicable federal laws, and of 2 CFR Part 200.317 through 200.326, and Chapter 17 of the Historic Preservation Fund Manual.

**5.2** The process for the selection of subcontractors to perform the services under this Agreement, regardless of whether by competitive bidding or negotiated procurement shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include, but are not limited to: (1) placing unreasonable requirements on firms or individuals in order for them to qualify to do business, (2) noncompetitive practices between firms, (3) organizational conflicts of interest, and (4) unnecessary experience and bonding requirements.

**5.3** Competitive bidding or negotiated procurement is required for all survey and planning subcontracts. Proposals shall be requested from an adequate number of sources (at least two or three sources) to permit reasonable competition. The Request for Proposals shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable. The Request for Proposals shall identify the survey or planning area, population, number of properties to be inventoried, funds available and volunteer support (if applicable). The Subgrantee shall document in writing the evaluation criteria used and the results of the technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for subcontract award. Subcontractors shall be selected on the basis of qualification, subject to negotiation of fair and reasonable compensation. Unsuccessful offerors shall be notified promptly. A copy of documentation of the selection process will be submitted to the Grantor prior to the initiation of the project.

**5.4** Non-competitive negotiation may be used with prior written approval from the Grantor when, after the solicitation in accordance with Section 5.3 above, competition is determined inadequate.

**5.5** The Subgrantee will notify the Grantor upon the selection of a subcontractor. The Subgrantee will verify subcontractor is not on the debarred list. A copy of this contract will be submitted to the Grantor for review and written approval prior to its execution.

5.6 Prior to the beginning of project work or any grant payment, the Subgrantee must submit to the Grantor the below listed items to demonstrate that the federal procurement requirements have been met in full:

- a. Copies of the letters to qualified sources and public advertisements requesting proposals and/or invitations to bid;
- b. Copy of the Subgrantee documentation of the selection criteria and process;
- c. A copy of the successful proposal and a description of the Subgrantee reasons for selection;
- d. Listing of the unsuccessful offerors; and
- e. Copy of the proposed contract between the Subgrantee and the subcontractor.

Note: The Grantor must review and approve all contracts between the Subgrantee and subcontractors prior to their execution. The parties agree that there will be no assignment or transfer of this Agreement or any interest in the Agreement and that no service required under this Agreement may be performed under subcontract unless both parties agree in writing.

**6. EQUAL EMPLOYMENT OPPORTUNITY**

Pursuant to Sections 49-2-303 and 49-3-207, MCA, and the federal Civil Rights Act of 1964 (as amended), and Equal Employment Opportunity statute, in all hiring or employment made possible by or resulting from this Agreement, the Subgrantee: 1) will not discriminate against any employee or applicant for employment because of race, color, social condition, religion, sex, age, national origin, marital status, creed, political affiliation, or physical or mental handicap; and 2) will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This requirement applies to, but is not limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee will comply with all applicable statutes and Executive Orders on Equal Employment Opportunity, including enforcement provisions, as implemented by, but not limited to, Department of the Interior policies, published in 43 CFR 17.

**7. FAIR LABOR STANDARDS**

The Subgrantee agrees to comply with all federal and state wage and hour rules, statutes, and regulations, and warrants that all applicable federal and state fair labor standards and provisions will be complied with both by the Subgrantee and any subcontractors, in the event that subcontracted services are employed to fulfill the terms and conditions of this Agreement are agreed upon by the Grantor and the Subgrantee.

**8. PROHIBITION AGAINST LOBBYING**

The Subgrantee must conform to provisions of 18 USC 1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, November 2, 2002:

"No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this Section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this Section shall constitute violations of Section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply." Thus, costs associated with activities to influence legislation pending before Congress, commonly referred-to as "lobbying" is unallowable under this Agreement.



## 9. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, the Subgrantee shall indemnify and hold harmless the State, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses, and expenses, including the cost of defense thereof, to the extent caused by or arising out of the Subgrantee's negligent acts, errors, or omissions in work or services performed under this Agreement, including but not limited to, the negligent acts, errors, or omissions of any subcontractor or anyone directly or indirectly employed by any subcontractor for whose acts the subcontractor may be liable.

## 10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Subgrantee shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Subgrantee nor its employees are State employees. This insurance/exemption must be valid for the entire Agreement term. Upon expiration, a renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

## 11. COMPLIANCE WITH LAWS

The Subgrantee shall, in performance of work under this Agreement, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to:

- 11.1 The Montana Human Rights Act, Executive Order 11246 (as amended), the Equal Pay Act of 1963, Title VI of the Civil Rights Act of 1964 (as amended) (78 Stat. 252; 42 U.S.C. §§2000d et seq.), and the Americans with Disabilities Act of 1990, and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- 11.2 In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Subgrantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.
- 11.3 The Subgrantee will comply Title V, Section 504 of the Rehabilitation Act of 1973 (as amended) (87 Stat. 394; 29 U.S.C. §794) which provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 11.4 The Subgrantee will comply with the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) prohibiting discrimination on the basis of age in programs and activities receiving federal Financial assistance.
- 11.5 The Subgrantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees, and taxes under the Patient Protection and Affordable Care Act (P.L. 111-148, 124 Stat. 119). Any subletting or subcontracting by the Subgrantee subjects subcontractors to the same provisions.
- 11.6 Minority Business Enterprise Development: Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Grant Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- 11.7 The Subgrantee will comply with Paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000 (as amended) and those award terms put forth in 2 CFR §175.15 <https://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>.
- 11.8 The Subgrantee will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**11.9** Debarment and Suspension (Executive Orders 12549 and 12689)—the Subgrantee may not be, nor subcontract with, parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Additional Indemnification.** Claims under this provision also include those arising out of or in any way connected with the Subgrantee's breach of this Agreement, including any claims asserting that any of the Subgrantee's employees are actually employees or common law employees of the State or any of its agencies, including but not limited to excise taxes or penalties imposed on the State under Internal Revenue Code (“Code”) §§ 4980H, 6055, or 6056.

The Subgrantee agrees to comply with all federal and state wage and hour rules, statutes, and regulations, and warrants that all applicable federal and state fair labor standards and provisions will be complied with both by the Subgrantee and any subcontractors, in the event that subcontracted services are employed to fulfill the terms and conditions of this Agreement are agreed upon by the Grantor and the Subgrantee.

**12. DISABILITY ACCOMMODATIONS**

The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**13. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED**

The Subgrantee acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired (18-5-603, MCA). Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**14. REGISTRATION WITH THE SECRETARY OF STATE**

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665 or visit their website at <http://sos.mt.gov>.

**15. MODIFICATIONS AND PREVIOUS AGREEMENTS**

**15.1** This instrument contains the entire Agreement between the parties, and no previous statements, promises, or inducements made by either party or agent of either party which are not contained in this written agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties and attached to the original of this Agreement, except as provided under Section 20. No change, addition, or erasure of any printed portion of this Agreement shall be valid or binding upon either party.

**15.2** Any changes that substantially alter the scope of work or the cost of the approved project must be submitted by the Subgrantee as a project amendment. These amendments must have prior written approval from NPS before the change is implemented. Change orders will be treated as amendments. The

Subgrantee must consult with the Grantor to review the proposed change to determine if it substantially alters the scope of work or the cost of the approved project. If the Grantor determines the change to be substantial, the Grantor will process the amendment through NPS. Failure of the Subgrantee to notify the Grantor of any such changes may be construed as just cause for revocation and/or recovery of the grant funds by the Grantor.

## 16. CONFLICT OF INTEREST

No officer or employee of the MHS or member of the MHS Board or State Historic Preservation Review Board and no member of the Subgrantee's governing body at localities in which the project is situated or being carried out who exercises any functions or responsibilities, or who enjoys a position of influence in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects their personal or pecuniary interest. The Subgrantee agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

## 17. INTELLECTUAL PROPERTY/OWNERSHIP

- 17.1 Mutual Use.** The Subgrantee shall make available to the federal government and the State, on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice, or created in whole or in part under this Agreement, if such availability is necessary for the State to receive the benefits of this Agreement. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use copyrightable property created under this Agreement. This mutual right includes (i) all deliverables and other materials, products, modifications that the Subgrantee has developed or prepared for the State under this Agreement; (ii) any program code, or site-related program code that the Subgrantee has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this Agreement; and (iii) manuals, training materials, and documentation. All information described in (i), (ii), and (iii) is collectively called the "Work Product".
- 17.2 Title and Ownership Rights.** The State retains title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the State (the "Content"), but grants the Subgrantee the right to access and use Content for the purpose of complying with its obligations under this Agreement and any applicable statement of work.
- 17.3 Ownership of Work Product.** The Subgrantee shall execute any documents or take any other actions as may reasonably be necessary, or as the State may reasonably request, to perfect the State's ownership of any Work Product.
- 17.4 Copy of Work Product.** The Subgrantee shall, at no cost to the State, deliver to the State, upon the State's request during the term of this Agreement or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of the State's request, or such expiration or termination.
- 17.5 Ownership of Subgrantee Pre-Existing Materials.** The Subgrantee retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods, or related rights and derivatives that the Subgrantee owns at the time this Agreement is executed or otherwise developed or acquired independent of this Agreement and employed by the Subgrantee in connection with the services provided to the State (the "Subgrantee Pre-existing Materials"). Subgrantee Pre-existing Materials are not Work Product. The Subgrantee shall provide full disclosure of any Subgrantee Pre-Existing Materials to the State before its use and to prove its ownership. If, however, the Subgrantee fails to disclose to the State such Subgrantee Pre-Existing Materials, the Subgrantee shall grant the State a non-exclusive, worldwide, paid-up license to use any Subgrantee Pre-Existing Materials embedded in the Work Product to the extent such Subgrantee Pre-Existing Materials are necessary for the State to receive the intended benefit under this Agreement. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 17.3, Ownership of Work Product, or as

may be expressly agreed in any statement of work, the Subgrantee shall retain title to and ownership of a hardware it provides under this Agreement.

**18. PATENT AND COPYRIGHT PROTECTION**

- 18.1 Third-Party Claim.** If a third party makes a claim against the State that the products furnished under this Agreement infringe upon or violate any patent or copyright, the State shall promptly notify the Subgrantee. The Subgrantee shall defend such claim in the State's name or its own name, as appropriate, but at the Subgrantee's expense. The Subgrantee shall indemnify the State against all costs, damages, attorney fees, and all other costs and expenses of litigation that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.
- 18.2 Product Subject of Claim.** If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then the Subgrantee may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine whether the Agreement has been breached.
- 18.3** Except as otherwise provided in the terms and conditions of the grant Agreement, the Subgrantee is free to copyright any books, publications, or other copyrightable materials developed as a result of this Agreement. However, any such copyrightable materials will be subject to a royalty-free, non-exclusive, and irrevocable license throughout the work to the Grantor and/or the United States government to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.
- 18.4** Any materials produced as a result of this Agreement which are to be publicly distributed, shall include the following statement:  

“The (activity) that is the subject of this (type of publication) has been financed (in part/entirely) with Federal funds from the National Park Service, U.S. Department of Interior, and administered by the SHPO of Montana. The contents and opinions do not necessarily reflect the views or policies of the U.S. Department of the Interior or the Montana Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or SHPO.”
- 18.5** Publications must include the nondiscrimination statement:  

“This program receives federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, or disability in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

The Office for Equal Opportunity  
National Park Service  
849 C Street, N.W.  
Washington, D.C. 20240”
- 18.6** The Subgrantee shall not include in the materials produced as a result of this Agreement any copyrighted matter without the written approval of the copyright owner that provided SHPO and the United States government with written permission to use the material in the manner provided herein.

**19. AUDITING**

The Subgrantee agrees to allow access to the records of the activities covered by this Agreement as may be necessary for legislative post audit and analysis purposes in determining compliance with the terms of this Agreement. The Grantor shall maintain all administrative and fiscal records relating to this project for three (3) years after the final grant reimbursement is made by the Grantor to the Subgrantee. Notwithstanding the provisions of Section 20, this Agreement shall automatically terminate upon any refusal of the Subgrantee to allow

access to records necessary to carry out the legislative post audit and analysis functions set forth in Title 5, Chapter 12 and 13, MCA, and the financial and programmatic audit conducted by the Secretary of the Interior and the Comptroller General of the United States provided for in 2 CFR Part 200.333 through 200.338.

For local governments and school districts, the Subgrantee will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other Subgrantees, such as Tribal Communities and Non-Profit Organizations, will provide the report to the Montana Historical Society, State Historic Preservation Office.

Non-federal entities that expend \$750,000 or more during a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ccea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>

Non-federal entities that expend less than \$750,000 for a fiscal year in federal awards are exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/> .

**20. SEVERABILITY**

It is understood and agreed by the parties hereto that a declaration by any court or any other binding legal source that any provision of the Agreement is illegal and void shall not affect the legality and enforceability of any other provision of the Agreement, unless the provisions are mutually and materially dependent.

**20.1 Termination for Cause with Notice to Cure Requirement.** The Subgrantee may terminate this Agreement for the State’s failure to perform any of its duties under this Agreement after giving the State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**20.2 Reduction of Funding.** The State must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the State's continuation of performance of this Agreement in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this Agreement as required by law. The State shall provide the Subgrantee the date State's termination shall take effect. The State shall not be liable to the Subgrantee for any payment that would have been payable had the Agreement not been terminated under this provision. As stated above, the State shall be liable to the Subgrantee only for the payment, or prorated portion of that payment, owed to the Subgrantee up to the date State's termination takes effect. This is the Subgrantee's sole remedy. The State shall not be liable to the Subgrantee for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**21. EVENT OF BREACH – REMEDIES**

**21.1 Event of Breach by Subgrantee.** Any one or more of the following Subgrantee acts or omissions constitute an event of material breach under this Agreement:

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Agreement;
- Failure to perform any of the other terms and conditions of this Agreement, including but not limited to beginning work under this Agreement without prior State approval or breaching Section 27, Meetings, obligations; or

- Voluntary or involuntary bankruptcy or receivership.

**21.2 Event of Breach by State.** The State’s failure to perform any material terms or conditions of this Agreement constitutes an event of breach.

**21.3 Actions in Event of Breach.** Upon the Subgrantee’s material breach, the State may:

- Terminate this Agreement under Section 20.1, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Agreement, at law, or in equity; or
- Treat this Agreement as materially breached and, except as the remedy is limited in this Agreement, pursue any of its remedies under this Agreement, at law, or in equity.

Upon the State’s material breach, Subgrantee may:

- Terminate this Agreement under Section 20.1, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Agreement, at law, or in equity; or
- Treat this Agreement as materially breached and, except as the remedy is limited in this Agreement, pursue any of its remedies under this Agreement, at law, or in equity.

**22. GENERAL AND SPECIFIC CONDITIONS**

The Subgrantee agrees to follow the General and Specific Conditions according to this Agreement and Chapter 5 of the Historic Preservation Fund Manual.

**23. FORCE MAJEURE**

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five (5) working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party’s obligations under this Agreement, unless the parties mutually agree that the obligation is excused because of the condition.

**24. WAIVER OF BREACH**

Either party’s failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

**25. CONFORMANCE WITH CONTRACT**

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Agreement shall be granted without the State Procurement Bureau’s prior written consent. Product or services provided that do not conform to the Agreement terms, conditions, and specifications may be rejected and returned at the Subgrantee’s expense.

**26. LIAISONS AND SERVICE OF NOTICES**

**26.1 Agreement Liaisons.** All project management and coordination on the State's behalf must be through a single point of contact designated as the State's liaison. The Subgrantee shall designate a liaison that will provide the single point of contact for management and coordination of the Subgrantee's work. All work performed under this Agreement must be coordinated between the State's liaison and Subgrantee's liaison.

Kate Hampton is the State’s liaison  
Address: MT SHPO, 1301 E. Lockey  
City, State, Zip: Helena, MT 59620-1202  
Telephone: (406) 444-7742  
Email: khampton@mt.gov

Mathieu Menard is the Subgrantee’s liaison  
Address: 220 East Park Street  
City, State, Zip: Livingston, MT 59047  
Telephone: (406) 222-4903  
Email: mmenard@livingstonmontana.org

**26.2 Notifications.** The State's liaison and Subgrantee’s liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three (3) business days of mailing.

**27. MEETINGS**

Subgrantee shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Agreement term or to discuss the progress made by the Subgrantee and State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State. The State shall provide the Subgrantee a minimum of three (3) full working days’ notice of meeting date, time, and location. Face-to-face meetings are desired; however, at the Subgrantee's option and expense, a conference call meeting may be substituted. The Subgrantee’s consistent failure to participate in problem resolution meetings, the Subgrantee missing or rescheduling two consecutive meetings, or the Subgrantee’s failure to make a good faith effort to resolve problems may result in termination of the Agreement.

**28. CHOICE OF LAW AND VENUE**

Montana law governs this Agreement. The parties agree that any litigation concerning this bid, proposal, or this Agreement must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

**29. TAX EXEMPTION**

The State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act (P.L. 111-148, 124 Stat. 119).

**30. AUTHORITY**

This Agreement is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**31. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT**

- 31.1 Agreement.** This Agreement consists of twelve (12) numbered pages and any attachments as required. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.
- 31.2 Entire Agreement.** These documents are the entire Agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

**32. WAIVER**

The State's waiver of any Subgrantee obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Subgrantee obligation or responsibility.

**33. EXECUTION**

The parties through their authorized agents have executed this Agreement on the dates set out below.

STATE OF MONTANA

City of Livingston

Montana Historical Society

220 East Park Street

225 North Roberts

Livingston, MT 59047

Helena, Montana 59620-1201

DUNS # 137254368

BY: Denise King/Administrator

BY: Michael J. Kardoes, City Manager

Centralized Services Division, Montana Historical Society

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(Signature)

(Signature)

DATE:

DATE:

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**File Attachments for Item:**

**B. RESOLUTION NO. 4951: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ACCEPTING THE INFILTRATION AND INFLOW STUDY FROM THOMAS DEAN & HOSKINS ENGINEERING AND TO COMMIT THE NECESSARY FUNDS TO PURSUE GRANT FUNDING.**

**RESOLUTION NO. 4951**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ACCEPTING THE INFILTRATION AND INFLOW STUDY FROM THOMAS DEAN & HOSKINS ENGINEERING AND TO COMMIT THE NECESSARY FUNDS TO PURSUE GRANT FUNDING.**

**WHEREAS**, the City of Livingston contracted with TD&H Engineering to analyze the potential for inflow and infiltration into the City’s existing wastewater collection system and to provide recommendations for eliminating inflow and infiltration in and around critical infrastructure; and

**WHEREAS**, inflow and infiltration will cause unnecessary strain on the City’s sewer capacity and energy consumption on the City’s waste water collection system and the new Water Reclamation Facility; and

**WHEREAS**, TD&H’s inflow and infiltration study is completed and must be accepted by the City Commission so that the City can apply for grants complying with the regulations and recommendations for the larger more extensive projects requiring coordination with State and Federal agencies; and

**WHEREAS**, the City of Livingston agrees to comply with all State and Federal laws, regulations, and requirements when applying for any additionally available grant funds to make urgently needed repairs and enhancements indicated in the study; and

**WHEREAS**, City Commission believes that a high priority should be placed on investigation and remediation of infiltration and inflow for the protection of critical infrastructure and the protection and longevity of the Water Reclamation Facility;

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

That the Livingston City Commission hereby accepts this Inflow and Infiltration Study (I&I) into our library of foundational City infrastructure planning documents and further authorizes the City Manager to submit grant application and commit necessary funds in the form of cash or in-kind match to pursue and apply for funding for I&I projects from various funding sources to include but not be limited to: Rural Development and RD (USDA), the Montana Department of Commerce (TSEP and CDBG) on behalf of the City of Livingston, to act on its behalf and to provide such additional information as may be required.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, Montana, this 16<sup>th</sup> day of March, 2021.

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**DOREL HOGLUND, Chair**

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**File Attachments for Item:**

**C. RESOLUTION NO. 4952: A RESOLUTION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH TD&H ENGINEERING, INC., FOR ENGINEERING SERVICES FOR THE GREEN ACRES SUBDIVISION WASTEWATER COLLECTION STUDY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT TO INCLUDE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY.**



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No: 4952

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

**Date of First Consideration/Status:** 16 March 2021

**Purpose of Legislation:** Authorize the City Manager to sign a Professional Services Agreement with TD&H Engineering for engineering services for the Green Acres Subdivision Wastewater Collection Study, 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 Administration requested a proposal to perform preliminary engineering for the sewer extension into Green Acres Subdivision from TD&H Engineering. This study includes researching existing septic systems, topographic survey of existing utilities and easements, public involvement from residents, and alignment options for the sewer main extensions in a cost prohibitive manner. The Study will also research water main replacements and extensions within the Green Acres Subdivision. Negotiations on the scope and fees addressed in the proposal are finalized. The City Administration recommends approving the attached PSA.

**Staff Recommendation:** Approve the Professional Services Agreement. This Study will be paid for out of the Sewer Fund and be reimbursed once a SID is created for the project.

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

- Attachments:**  
Proposal for Design Services  
Scope of Work and Fee Description  
Professional Services Agreement

**RESOLUTION NO. 4952**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH TD&H ENGINEERING, FOR ENGINEERING SERVICES FOR THE GREEN ACRES SUBDIVISION WASTEWATER COLLECTION STUDY, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT TO INCLUDE THE USE OF CONTINGENCY FUNDS AS DEEMED NECESSARY.**

**WHEREAS**, The City Administration requested a proposal to perform preliminary engineering for the sewer extension into Green Acres Subdivision from TD&H Engineering.; and

**WHEREAS**, this study includes researching existing septic systems, topographic survey of existing utilities and easements, public involvement from residents, and alignment options for the sewer main extensions in a cost prohibitive manner; and

**WHEREAS**, TD&H’s study will also research water main replacements and extensions within the Green Acres Subdivision; City administration recommends approval of the contract; and

**WHEREAS**, negotiations on the project scope and fees addressed in the proposal have been finalized, and included in the Professional Services Agreement attached hereto as Exhibit A; and

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

On behalf of the City of Livingston the City Manager is hereby authorized to sign a professional Services Agreement with TD&H Engineering for design services for the Green Acres Subdivision Wastewater Collection Study, is authorized to execute the agreement fully to include the use of contingency funds as deemed necessary.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, Montana, this 16<sup>th</sup> day of March, 2021.

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**DOREL HOGLUND, Chair**

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 330 Bennett Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and THOMAS, DEAN & HOSKINS, INC., a Montana corporation with its principal office located at 1800 River Drive North, Great Falls, Montana (hereinafter referred to as the “Engineer”; and together with the City, the “Parties”).

RECITALS:

- A. The City desires to complete the project commonly known as the Green Acres Subdivision Wastewater Collection Study (the “Project”), which Project requires certain Civil Engineering Consultant services to be performed in connection therewith.
- B. In 2019, the City advertised for Professional Engineering Services using Montana quality based consultant selection procedures, selected TD&H Engineering, and entered into a Professional Services Agreement (the “July 2019 Agreement”) whereby the Engineer agreed to perform Miscellaneous and Tasked Based services for the City.
- C. The City now desires to engage Engineer to perform such Task Based professional engineering services in the form of the design for the Green Acres Subdivision Wastewater Collection Study and the Engineer desires to perform the services, all according to the terms and conditions set forth below.
- D. The Engineer is engaged in the business of professional engineering, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform for the Project and is ready, willing and able to undertake and perform the same under the terms and conditions contained in this Agreement.

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

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.



2. PURPOSE AND SCOPE OF SERVICES. City agrees to retain Engineer to perform all services and comply with all obligations specified or indicated in **Exhibit A**, which is attached hereto and incorporated herein as if fully set forth in this Paragraph 2, and as set forth and described in the Standard General Conditions of the General Services Agreement the City entered into. (the services described in this Paragraph 2 shall be collectively referred to hereinafter as the “Services”).
  
3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Engineer agrees that all hiring will be on the basis of merit and qualifications and that the Engineer will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
  
4. NATURE OF RELATIONSHIP.
  - a. The Engineer states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Engineer shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Engineer has been and will continue to be free from the control or direction of the City in the performance of this Agreement.
  
  - b. Engineer shall not be considered an employee of the City for purposes of tax, retirement system, or social security, FICA withholding, or for any other purpose. Engineers are not subject to the terms and provisions of the City’s personnel policies and may not be considered a City employee for workers’ compensation or any other purpose.
  
  - c. The Engineer shall not be deemed, by virtue of this Agreement, nor the performance thereof, to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
  
  - d. The Engineer, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned

persons have the authority to legally bind or otherwise obligate the City to any third person or entity.

- e. Engineer shall furnish all labor, materials, supplies and incidentals necessary to conduct and complete the Services.

5. ENGINEER'S REPRESENTATIONS AND WARRANTIES. The Engineer represents and warrants as follows:

- a. It and its employees are licensed by the State of Montana as engineers and agree to perform the Services in a professional manner according to the standards of care, skill, knowledge, and diligence, normally exercised by a professional engineer and in accordance with sound engineering and construction management practices. In the event any service is found to be out of conformance with the foregoing standards, the Engineer, at its own expense, shall make such changes, modifications or additions as are necessary to remedy the deficiency.
- b. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
- c. It will comply with all applicable laws, rules, ordinances, and regulations, adopted or promulgated by any governmental agency or regulatory body, whether State, federal or local, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for itself or for any employees engaged by the Engineer in performance of this Agreement.
- d. It will comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71 of the Montana Code Annotated, and the Occupational Disease Act of Montana, Title 39, Chapter 71 of the Montana Code Annotated, and shall maintain workers' compensation coverage for all members and employees of the Engineer, except for those members who are exempted by law. Engineer shall furnish copies showing proof of workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana or proof of exemption from workers' compensation granted by law for

independent contractors, including subcontractors. Proofs of coverage are collectively attached to this Agreement as Exhibit B.

- e. It has reviewed the project and this Agreement and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City, or its officers, employees, or agents.

6. PAYMENT.

- a. For the satisfactory completion of the Services, the City will pay the Engineer a sum not to exceed \$35,200. Each specific service the Engineer provides under this Agreement, and the maximum amount the City will pay the Engineer for each, is set forth in Exhibit A.
- b. The Engineer may submit monthly requests for payment based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed.
- c. In connection with obtaining payment under this Agreement, Engineer agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Engineer assumes responsibility for the late filing of a claim.
- d. In the event the Engineer seeks payment or compensation for work, materials, or services not included in this Agreement, and the exhibits hereto, the Engineer must seek prior written authorization from the City before such expenditure is incurred. If the Engineer fails to obtain prior written authorization, the Engineer shall not be entitled to payment for the unauthorized work, materials or services.

7. TERMINATION OF THIS AGREEMENT. The City reserves the right to terminate this Agreement for any and all causes, or for its convenience, at any time upon thirty (30) days written notice to the Engineer. If termination is effected by the City for default, an equitable adjustment in the fee shall be made, but no amount shall be allowed for anticipated profit or unperformed services. If termination is effected by the City for reasons of convenience, an equitable adjustment in the fee shall be made, including

reasonable profit. The equitable adjustment for any termination shall provide for payment to the Engineer for services rendered and expenses incurred prior to the termination. Upon termination, the Engineer will cease work and deliver to the City all data, design drawings, specifications, reports, estimates, summaries, and such other information and material accumulated by the Engineer in performing this Agreement whether completed or in progress.

8. OWNERSHIP AND PUBLICATION OF MATERIALS. All documents, design drawings, data, specifications, reports, estimates, and such other information and material accumulated or prepared as a result of this Agreement are the property of the City, and the City shall have exclusive and unrestricted authority to release, publish, or otherwise use, in whole or in part, information relating thereto. Any use without written verification or adaptation by the Engineer for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Engineer.
  
9. INDEMNIFICATION AND HOLD HARMLESS. This paragraph applies to claims brought by third parties against Engineer or City. The Engineer waives any and all claims and recourse against the City, its officers, agents or employees, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the Engineer's performance of this Agreement, except for liability arising out of concurrent or sole negligence or wrongdoing of the City or its officers, agents or employees. Further, the Engineer will indemnify and hold harmless, the City, its officers, employees and agents against any and all claims, demands, damages, costs, expenses or liability arising out of the Engineer's negligence or wrongdoing in the performance of this Agreement.
  
10. INSURANCE. In addition to any other insurance which Engineer may choose to carry, the Engineer shall, at its sole expense, maintain in effect during the performance of this Agreement all of the following insurance: (a) workers' compensation as required by state law; (b) comprehensive commercial general liability insurance, including personal injury liability, automobile, blanket contractual liability and broad-form property damage liability coverage with a single limit of \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$5,000,000 excess/umbrella liability; (c) professional liability with a limit of \$1,000,000 per claim and \$1,500,000 aggregate made against Engineer for errors or omissions in the performance of this Agreement. Engineer's certificates of insurance are attached hereto and incorporated herein as **Exhibit B**. Any certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage.

11. CONFLICT OF INTEREST. The Engineer covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of the Services. The Engineer further covenants that, in performing this Agreement, it will employ no person who has any such interest.
  
12. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
  
13. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
  
14. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
  
15. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Project and supersedes all prior agreements and understandings between the Parties with respect to the Project.
  
16. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.

17. TIME IS OF THE ESSENCE. Time is of the essence in performance of this Agreement.

TD&H will provide the City a draft report of the study by October 15<sup>th</sup>, 2021.

18. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

19. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of a third party. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the Engineer from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

20. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.

21. LIAISON. The designated liaisons with the City are Shannon Holmes and Martha O'Rourke, both of whom can be reached at (406) 222-5667. The Engineer's liaison is Matt McGee, P.E. who can be reached at (406) 586-0277.

22. ATTORNEY FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.

23. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of

time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

*[Remainder of page intentionally left blank]*

*[Signatures on following page]*

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

**CITY OF LIVINGSTON**

**THOMAS, DEAN & HOSKINS, INC.,  
A Montana corporation**

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

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



**[ Exhibit A ]**

**[ Scope of Services & Rate Schedule]**

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

**File Attachments for Item:**

**D. RESOLUTION NO. 4953: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE MONTANA DEPARTMENT OF TRANSPORTATION DEFINING THE RIGHTS AND RESPONSIBILITIES FOR THE REPAIR AND MAINTENANCE OF THE CITY'S URBAN ROUTES.**

**RESOLUTION NO. 4953**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE MONTANA DEPARTMENT OF TRANSPORTATION DEFINING THE RIGHTS AND RESPONSIBILITIES FOR THE REPAIR AND MAINTENANCE OF THE CITY’S URBAN ROUTES.**

**WHEREAS**, The City’s Urban Routes are designated by the Montana Transportation commission and receive State and Federal Highway funds as prioritized by the Commission under § 60-2-126, and where the maintenance and repair of Urban Routes generally requires approval and oversight of the Montana Department of Transportation (MDT); and

**WHEREAS**, the City’s Public Works Department has the training and experience and certifications which allow the MDT to cede oversight of the repair and maintenance to the City through the Memorandum of Agreement attached hereto as Exhibit A, and which is incorporated by this reference as though fully set forth herein; and

**WHEREAS**, the parties have mutually agreed that the purpose of this Agreement is to set forth the respective responsibilities and duties of the City and MDT associated with the City’s performance of construction and maintenance of roadway and right-of-way features on Urban Highway System **Routes** which are identified on the Map which addendum is attached hereto and incorporated as Exhibit B; and

**WHEREAS**, the Public Works Director is ready and willing to accept rights and responsibilities in the Agreement and the City Manager is ready and willing to sign the Agreement attached hereto as Exhibit A upon the City Commission’s approval.

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

The Memorandum of Agreement between the City and Montana Department of Transportation is hereby approved and the City Manager is hereby authorized to sign said Agreement upon behalf of the City of Livingston, Montana, which is attached here to as Exhibit A.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 16<sup>th</sup> day of March, 2021.

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**DOREL HOGLUND, Chair**

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**CITY-MAINTAINED URBAN HIGHWAY SYSTEM ROUTES  
CITYWIDE MEMORANDUM OF AGREEMENT  
Between  
City of Livingston and the Montana Department of Transportation  
March 2021**

This Memorandum of Agreement (Agreement) is made and entered into by and between the City of Livingston (“the City”), 414 E. Callender Street, Livingston MT 59047 and the Montana Department of Transportation (“MDT”), P.O. Box 201001, Helena MT 59620-1001, together referred to as “the Parties.”

The Purpose of this Agreement is to set forth the respective responsibilities and duties of the City and MDT associated with the City’s performance of construction and maintenance of roadway and right-of-way features on Urban Highway System **ROUTES** designated by the Montana Transportation Commission (“Commission”) not maintained by MDT (hereinafter “**ROUTES**”), **PER ATTACHMENT B (LIST OF CITY-MAINTAINED ROUTES) and ATTACHMENT C (MAP OF CITY-MAINTAINED ROUTES)**. This Agreement sets forth the terms necessary for the City to perform construction, install, and have authority for right-of-way features and encroachments, and provide roadway and right-of-way feature maintenance on the **ROUTES**, and

**WHEREAS, ROUTES** are the Commission-Designated Urban Highway System within the City limits, eligible for Surface Transportation Program Urban (“STPU”) funds; and

**WHEREAS** the City limits shall include all limits as determined or amended by the City during the term of this Agreement and as shown on the most-current Attachment B **ROUTES** List and Attachment C Map; and

**WHEREAS**, roadways within City limits designated as National Highway (NH) System or Primary routes are excluded from this Agreement and remain under MDT obligation to develop, administer, design and construct projects; and

**WHEREAS** the duties and responsibilities of the Parties on Commission-designated routes that are MDT-maintained routes within the City limits are excluded from this Agreement; and

**WHEREAS**, extension of these **ROUTES** that are beyond city limits but within Urban Boundaries require separate Agreements with other governmental entities for roadway obligations between the City limits and the Urban Boundary; and

**WHEREAS**, in accordance with the State’s agreement with the Federal Highway Administration (FHWA) of the U.S. Department of Transportation, MDT must ensure certain requirements are met in order for MDT to fulfill its obligations to the FHWA and for the **ROUTES** to remain eligible for STPU funds; and

**WHEREAS**, the City concurs with the Urban Highway System designation of the **ROUTES** designated under Mont. Code Ann. §60-2-126,

**NOW, THEREFORE**, in consideration of the following mutual promises the Parties agree as follows:

### **ARTICLE I – DEFINITIONS**

- A. *City- or local entity-administered projects* – means projects which are developed, administered, designed, and constructed by the City or a local entity with City approval. After project completion, maintenance responsibility remains with the City.
- B. *Local entity* - means a developer or other third-party entity proposing a project which requires City review and approval.
- C. *MDT-administered projects* – means projects which are developed, administered, designed, and constructed by MDT in consultation with the City. After project completion, maintenance responsibility remains with the City.
- D. *Roadway maintenance* – means standard and reasonable activities to maintain the roadway in a safe and effective manner including such activities as: snow removal, repair of roadway surfaces without adding structure(e.g. chip sealing, crack sealing, slurry sealing), striping, sign and signal repair and installation (not affecting or intersecting adjacent MDT routes), curb repair, etc.
- E. *Right-of-way feature maintenance* – means standard and reasonable activities to maintain all right-of-way features in a safe and effective manner and in accordance with established local policies and ordinances, including but not limited to such features as: sidewalks, shared use paths, lighting, landscaping, irrigation features, signs, benches, bikes racks, planters, tree grates, etc.
- F. *Urban boundary* – means an urban cluster as designated by the Bureau of the Census having a population of 5,000 or more within boundaries to be fixed by responsible State and local officials in cooperation with each other, subject to approval by the U.S. Secretary of Transportation. Such boundaries shall encompass, at a minimum, the entire urban place designated by the Bureau of the Census and may extend beyond adopted City limits. The urban boundary for the City is shown on Attachment C Map.

### **ARTICLE II – PROJECT TYPE - ADMINISTRATIVE ROLES**

- A. The Parties agree that the **ROUTES** may be improved, funded, and administered by MDT, the City, or a local entity.
- B. All City and local entity funded and administered maintenance of roadway and right-of-way features on **ROUTES** are exempt from Commission authority and are not under Commission jurisdiction.

- C. All City and local entity funded and administered placement of features in the right-of-way on **ROUTES** that do not change the nature or operation, add structure, change the alignment, or change the physical characteristics of the roadway are exempt from Commission authority and are not under Commission jurisdiction.
- D. The City agrees to submit all projects which do not meet the requirements of Article II Section C above for City or local entity administered roadway and right-of-way projects on **ROUTES** to MDT. MDT will review proposed projects to determine whether the proposed project must be prioritized, selected, and approved by the Commission and whether the proposed project complies with applicable Federal project planning and selection procedures including but not limited to 23 CFR Chapter 1, Subchapter E, Part 450 and 771, and 49 CFR Part 613. MDT will initiate Commission action as set forth in Mont. Code Ann. §§ 60-2-110 & 60-2-111. If approved through Commission action, including execution of a Citywide or project specific maintenance agreement, the City may proceed to implement the project without further review by MDT.
- E. Federal-aid projects funded or administered through MDT must meet MDT's design standards.

### **ARTICLE III - GENERAL OBLIGATIONS OF THE CITY**

- A. The City agrees to accept jurisdictional authority to operate and maintain roadway and right-of-way features on the **ROUTES** and must operate and maintain all the completed projects at its sole expense, regardless of project type, including MDT, City or City-approved local entity/developer administered projects.
- B. Unless specified otherwise herein, or in accordance with project development and as documented by subsequent agreement (e.g. project agreement), the City agrees to fund any additional costs MDT may incur for MDT projects which impact any features the City places in the right-of-way.
- C. At locations where a **ROUTE** intersects an MDT-maintained route, MDT must review any proposed project which impacts the operations of the intersection (e.g. adjustments to striping, adjustments to signal timing, bulb-out, drainage, City issuance of approach permit impacting the intersection, etc.). At such intersections, MDT and the City will jointly review and define the limits of the intersection and MDT and City maintenance obligations within the intersection. MDT will approve project requests that meet all current applicable MDT Design Standards and Specifications. Projects that are not designed according to MDT Design Standards and Specifications but meet Montana Public Works Standards or other standards will be considered on a case-by-case basis.
- D. The City agrees to provide MDT city limit adjustment updates during MDT's yearly fuel tax allocation process.



**ARTICLE IV - OBLIGATIONS OF THE CITY – NON-MDT ADMINISTERED PROJECTS**

- A. The City agrees to conform with all requirements set forth in Mont. Code Ann. Title 60, related to Urban Highway System public highways and MDT and Transportation Commission authority including but not limited to Mont. Code Ann. §§ 60-2-110 & 60-2-111.
- B. The City agrees to perform all roadway and right-of-way feature planning, permitting, design, construction, reconstruction, and maintenance of **ROUTES**, as described in this Agreement.
- C. The City agrees to ensure all projects within the right-of-way on **ROUTES**, are consistent with adopted local planning documents, including but not limited to the adopted growth policy, design standards and ADA Transition Plan.
- D. The City agrees any construction resulting from this Agreement must comply with Montana Public Works Standards (as modified and approved by the City), and the Manual on Uniform Traffic Control Devices (MUTCD), and in accordance with sound engineering judgment. Projects which include pedestrian facilities must meet or exceed current standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessibility Design, United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011 PROWAG), and MDT's detailed drawings, 608 series.
- E. The City agrees to conform in all regards to Mont. Code Ann. Title 61, Chapter 8, and will not take any action, by enacting an ordinance or otherwise, less restrictive than the traffic laws in Mont. Code Ann. Title 61, Chapter 8.
- F. The City shall complete the necessary environmental processes for modification to the **ROUTES** and demonstrate that all, if any, environmental issues associated with the proposed project have been identified and mitigated. The City agrees it will prepare and file any required environmental documents and apply for and obtain any permits required by other governmental agencies at no expense to MDT prior to maintenance taking place within Commission-designated right-of-way.
- G. The City agrees to conduct a final inspection of all work done on construction and reconstruction projects and request any improvements or corrections necessary to comply with terms of this agreement before accepting the work.
- H. The City assumes all responsibility for ensuring and enforcing safe working conditions and compliance with all safety-related rules and regulations for the benefit of its own employees, the employees of subcontractors and the public on City construction projects, including all duties related to safety, regardless of whether any such duties are, or are alleged to be "non-delegable," (e.g. the Montana Scaffolding Act, the Montana Safe Place to Work statute, etc.), and will indemnify MDT for these rules and regulations as stated in this Agreement.

- I. The City has authority, responsibility, and discretion for reviewing, approving, and removing approaches, and if applicable, issuing approach permits onto, upon and over the right-of-way of the **ROUTES**. City agrees to review approaches according to the terms and conditions established by the City by ordinance or rules, and in a manner ensuring any approved approach does not interfere with the safe and efficient use of the vehicle travel lanes or the non-motorized travel facilities (e.g. bike lane, shared used path, sidewalk, pedestrian path).
- J. The City has the authority, responsibility, and discretion for reviewing, approving, and removing encroachments and if applicable, issuing encroachment permits onto, upon and over the right-of-way of the **ROUTES**. City agrees to review encroachments according to the terms and conditions established by the City by ordinance or rule and in a manner ensuring any approved encroachment does not interfere with the safe and efficient use of the vehicle travel lanes or the non-motorized travel facilities (e.g. bike lane, shared used path, sidewalk, pedestrian path).
- K. The City is responsible for and has control of roadway maintenance of the **ROUTES** as defined in this Agreement, at no cost to MDT.
- L. As set forth in Article II, the City is responsible for and has control of maintenance and certain right-of-way feature placement on the **ROUTES**, at no cost to MDT, including but not limited to sidewalks, shared use paths, lighting, landscaping, irrigation features, signs, benches, bikes racks, planters, tree grates, etc.

#### **ARTICLE V- OBLIGATIONS OF MDT**

- A. MDT agrees to request necessary approval or concurrence from the Commission through the course of activities contemplated by this agreement.
- B. MDT is responsible for the official system designation of all Commission-designated highway systems and state highways within Montana, including **ROUTES**, and coordinating with FHWA and the Commission to obtain approval for any changes including adding roadways to or removing roadways from the Commission-designated system. System designation is used to determine eligibility for funding under the Federal-aid program and state law.
- C. MDT, through the yearly fuel tax allocation process, is responsible for any necessary modifications to Attachment B **ROUTES** List and Attachment C Map to reflect any official City limit boundary changes as provided to MDT by the City.
- D. If non-compliant ADA (2011 PROWAG) facilities are installed by the City or City-approved local entity on **ROUTES** after the Agreement execution date, MDT may consider suspension of use of Urban Pavement Preservation funds on **ROUTES** until ADA compliance is restored.

- E. MDT agrees to continue to develop, administer, design and construct projects on **ROUTES**, which are eligible for federal funding and approved through the established fund program prioritization processes (including, but not limited to STPU, Urban Pavement Preservation, Highway Safety Improvement Program, and Congestion Mitigation & Air Quality Improvement funds) in coordination with the City. MDT agrees to ensure all such projects are consistent with and in compliance with:
1. applicable adopted local planning documents, where feasible and not in conflict with MDT Design Standards and Specifications, including but not limited to the adopted growth policy, design standards, and ADA Transition Plan;
  2. applicable MDT Design Standards and Specifications, or with Montana Public Works Standards as modified by the City, whichever the parties agree is most appropriate for the specific item within the project as determined through project development);
  3. the Manual on Uniform Traffic Control Devices (MUTCD);
  4. sound engineering practices; and
  5. current standards for appropriate pedestrian facility accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessibility Design, United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011 PROWAG), and MDT's detailed drawings, 608 series when pedestrian facilities are included or required.

## **ARTICLE VI - GENERAL TERMS AND CONDITIONS**

- A. Term – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
- B. Default-Termination-Enforcement
1. Each party must notify the other in writing of any alleged violation or breach of any duty or responsibility set forth this Agreement. Within 60 days of such notice, the responding party must either:
    - a. Initiate work to correct the violation or breach; or
    - b. Request a consultation with the other party to jointly review the alleged violation or breach before Default action is initiated.
  2. If the City is found in default of this Agreement, MDT may:
    - a. Initiate steps to recommend to the Commission the identified **ROUTE(S)** and any necessary segments to retain connection of the system be removed from the Commission-designated urban highway system and become solely under the City's jurisdiction without eligibility for federal funding; or
    - b. Perform any necessary repairs and seek compensation from the City for all costs, including Indirect Costs; or
    - c. Terminate this Agreement and perform necessary removals of improvements on **ROUTE(S)** and seek compensation from the City for all costs, including Indirect Costs.

C. Invoicing and Indirect Cost (IDC)

1. If MDT incurs any costs resulting from this Agreement after following the procedures set forth in Section B, MDT shall be entitled to be compensated for such costs by the City and the City shall pay the same within thirty (30) days of its receipt of such invoices. Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct project costs. MDT's IDC rate is determined annually as a percentage of the project's direct costs to cover the project's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. Invoices will include a charge for MDT's indirect costs at the then-current state fiscal year rate agreed to by MDT and the Federal Highway Administration (FHWA).

2. Invoices will be sent to:

City of Livingston  
Attention: City Manager  
414 E. Callender Street  
Livingston, MT 59047

3. Payments shall be made to:

Montana Department of Transportation  
Attention: Collections  
2701 Prospect Avenue  
PO Box 201001  
Helena, MT 59620-1001

D. Other Agreements superseded – This Agreement supersedes all other Maintenance Agreements, Project-specific Agreements, or other Agreements between the parties, however titled, pertaining to construction and maintenance on the **ROUTES**.

E. The City agrees its jurisdictional and indemnity obligations for City or City approved local entity improved, funded, and administered projects under Article II; the City's operations and maintenance of the **ROUTES** under Article III; and the City's indemnity obligation under Article VI will survive the termination or expiration of this Agreement so long as the **ROUTES** remain Commission-designated and maintained by the City.

F. Hold Harmless & Indemnification –

The City agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the City's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of the acts or omissions of the City, or its agents, or subcontractors, under this Agreement, except the negligence of MDT.

MDT agrees to protect, defend, indemnify, and hold the City, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of the acts or omissions of MDT, or its agents, or subcontractors, under this Agreement, except the negligence of the City.

G. Insurance –

1. **General Requirements:** Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
2. **General Liability Insurance:** Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
3. **Workers' Compensation Insurance:** Each party shall maintain and require its contractors and subcontractors to maintain workers' compensation insurance while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.
4. **General Provisions:** All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.

H. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

I. Binding Effect – The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.

J. Relationship of Parties – Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship

of principal and agent or create any partnership joint venture or other association between the Parties.

K. Non-Discrimination –

The City will require that during the performance of any work arising out of this Agreement the City, for itself, assignees, and successors shall comply with all City non-discrimination ordinances and any applicable non-discrimination regulations required by the State set forth in Attachment “A” attached hereto and made part of this Agreement.

L. Audit –

The City grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the City maintains in connection with this Agreement.

M. Amendment and Modification –

This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.

N. Representatives –

1. City’s Representative: The City’s Representative for the purpose of this Agreement shall be the City Manager or designee or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to the City’s Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City’s Representative is not available, MDT may direct its communication or submission to other designated City personnel or agents.

2. MDT’s Representative: The MDT Representative for the purpose of this Agreement shall be the District Administrator or the District Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT’s Representative; provided, however, that in exigent circumstances when MDT’s Representative is not available, City may direct its direction or communication or submission to other designated MDT personnel or agents.

O. Counterpart Execution –

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by

facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, the Department’s authorized representative has hereunto signed on behalf of the State of Montana, and the City of Livingston, on behalf of the City, has signed and affixed hereto the seal of the City. This agreement is effective upon signature date below.

**STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_, 20\_\_\_\_  
Montana Department of Transportation

\_\_\_\_\_  
Approved for Legal Content

\_\_\_\_\_  
Approved for Civil Rights

**CITY OF LIVINGSTON**

By \_\_\_\_\_, 20\_\_\_\_  
Michael Kardoes, City Manager



**ATTACHMENT A**

**MDT Nondiscrimination and Disability Accommodation Notice**

**MDT NONDISCRIMINATION  
AND  
DISABILITY ACCOMMODATION NOTICE**

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin,  
sex, sexual orientation, gender identity,  
age, disability, & Limited English Proficiency

State protected classes

Race, color, national origin, parental/marital  
status, pregnancy, childbirth, or medical  
conditions related to pregnancy or childbirth,  
religion/ creed, social origin or condition,  
genetic information, sex, sexual orientation,  
gender identification or expression, national  
origin, ancestry, age, disability mental or  
physical, political or religious affiliations or  
ideas, military service or veteran status

For the duration of this contract/agreement, the PARTY agrees as follows:

**(1) Compliance with Regulations:** The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(2) Non-discrimination:**

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
  - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
  - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
  - iii. Contact information for PARTY’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.

- iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

**(3) Participation by Disadvantaged Business Enterprises (DBEs):**

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at [mdt.mt.gov/business/contracting/civil/dbe.shtml](http://mdt.mt.gov/business/contracting/civil/dbe.shtml)
- b. By signing this agreement, the PARTY assures that:

*The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

**(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

**(5) Information and Reports:** The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**(6) Sanctions for Noncompliance:** In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

**(7) Pertinent Non-Discrimination Authorities:**

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

*Federal*

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

#### *State*

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

**(8) Incorporation of Provisions:** The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

**ATTACHMENT B**

**Routes List**

**CITY-MAINTAINED ROUTES – LIVINGSTON**

DEPT ROUTE	CORRIDOR	ROUTE NAME	FROM	TO	LENGTH (MI)
U-7401N	C007401N	7TH ST	FRONT ST	7TH ST/MONTANA ST	0.24
U-7402E	C007402E	SUNRISE DR	STAR RD/FRONT ST	MONTANA ST/SUNRISE DR	0.07
U-7402E	C007402E	MONTANA ST	SUNRISE DR	7TH ST	0.56
U-7402E	C007402E	7TH ST	N 7TH ST/MONTANA ST	7TH ST/MONTANA AVE	0.02
U-7402E	C007402E	MONTANA ST	7TH ST	2ND ST/W MONTANA ST	0.35
U-7402E	C007402E	2ND ST	MONTANA ST/NORTH 2ND ST	GALLATIN ST	0.09
U-7402E	C007402E	GALLATIN ST	2ND ST	YELLOWSTONE ST	0.14
U-7402E	C007402E	YELLOWSTONE ST	GALLATIN ST	FRONT ST	0.18
U-7403N	C007403N	5TH ST	PARK ST/N 5TH ST	FRONT ST/N 5TH ST	0.08
U-7404W	C007404W	FRONT ST	N MAIN ST	SUNRISE DR/STAR RD	1.08
U-7404W	C007404W	STAR RD	FRONT ST/SUNRISE DR	FLESHMAN CREEK RD	0.19
U-7404W	C007404W	FLESHMAN CREEK RD	STAR RD	CITY LIMIT	0.56
U-7405W	C007405W	BENNETT ST	PARK ST	GALLATIN ST/GARNIER AVE	0.32
U-7406N	C007406N	N MAIN ST	B ST/PARK ST	CHINOOK ST	0.22
U-7406N	C007406N	CHINOOK ST	N MAIN ST/WEST CHINOOK ST	C ST	0.14
U-7406N	C007406N	C ST	CHINOOK ST	GALLATIN ST	0.08
U-7406N	C007406N	GALLATIN ST	C ST/EAST GALLATIN ST	GARNIER AVE/BENNETT ST	1.05
U-7406N	C007406N	GARNIER AVE	BENNETT ST/GALLATIN ST	CITY LIMIT	0.33
U-7407N	C007407N	ROGERS LN	PARK ST	CITY LIMIT	0.15
U-7407N	C007407N	MOUNT BALDY DR	CITY LIMIT/ELKHORN LN	PARK ST	0.13
U-7409E	C007409E	MAIN ST	PARK ST	RIVER DR/VIEW VISTA DR	0.43
U-7409E	C007409E	VIEW VISTA DR	MAIN ST/RIVER DR	H ST/VIEW VISTA DR	0.53
U-7409E	C007409E	H ST	VIEW VISTA DR	PARK ST	0.53
U-7410E	C007410E	GEYSER ST	PARK ST	H ST/EAST GEYSER ST	1.42
U-7411S	C007411S	B ST	N MAIN ST/PARK ST	GEYSER ST	0.35
U-7412E	C007412E	9TH ST	GEYSER ST/S 9TH ST	RIVER DR/SOUTH 9TH	0.27
U-7412E	C007412E	RIVER DR	9TH ST/RIVER DR	MAIN ST/VIEW VISTA DR	0.64
U-7413N	C007413N	LOVES LN	CITY LIMIT	PARK ST/US 89	0.12
U-7414W	C007414W	BILLMAN CREEK LN	PARK ST/US 89	WILLOW DR/ BILLMAN CREEK LN	0.15

**ATTACHMENT C**

**Map**



# CITY-MAINTAINED URBAN ROUTES - LIVINGSTON

## Map Legend

### City Maintained Route (Within City Boundary)

Urban

### State Maintained Route (Within City Boundary)

- NHS Interstate
- NHS Non-Interstate
- Primary
- Secondary
- Urban

### Other Route

- On-System Route
- Off-System Route

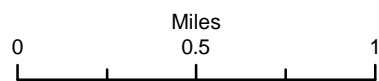
### Route Numbers

- Interstate
- U.S.
- Montana
- Route

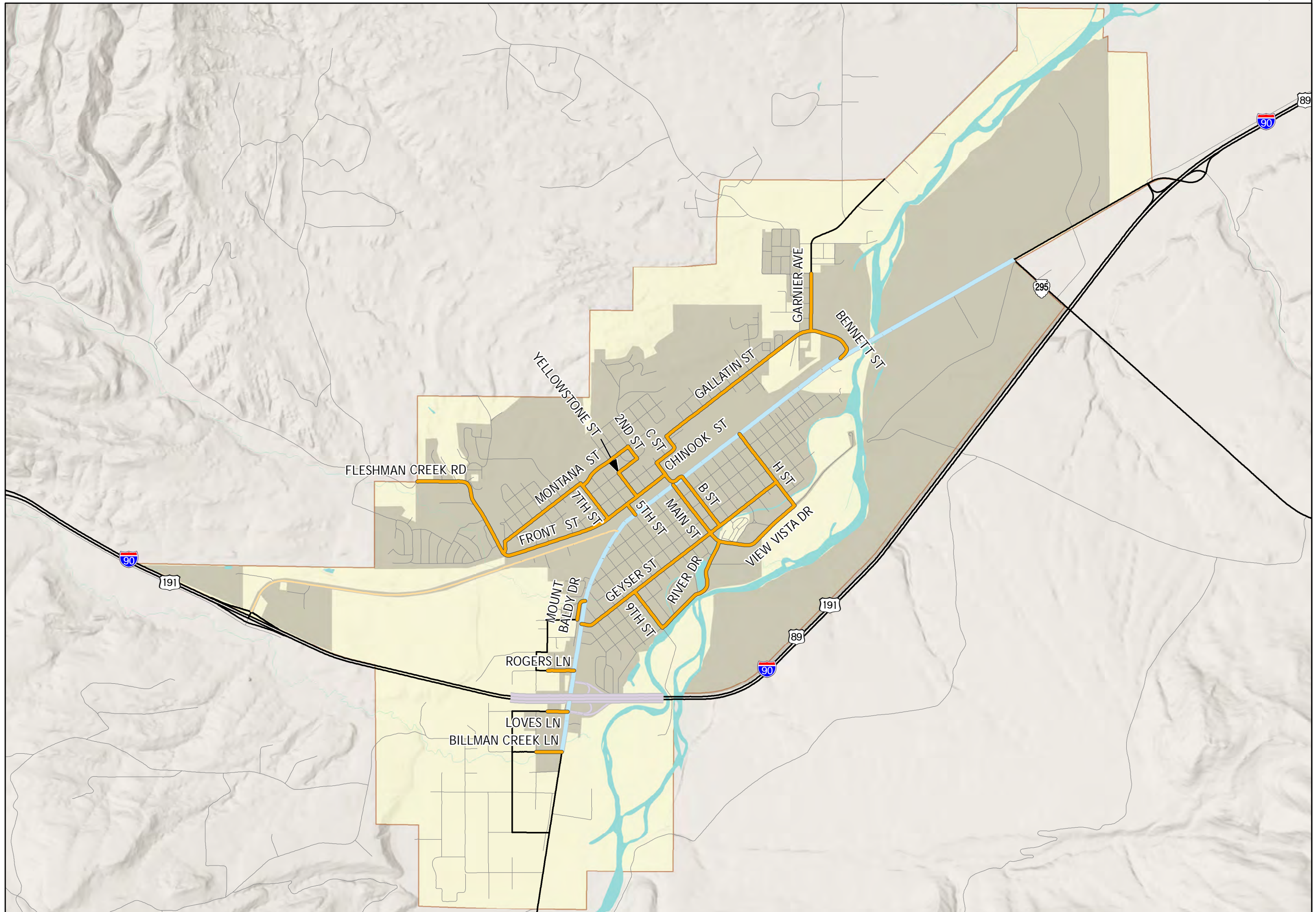
### Boundaries

- City Boundary
- Urban Boundary

For More Details Go To  
<https://arcg.is/19arvi>



PREPARED BY THE  
 STATE OF MONTANA  
 DEPARTMENT OF TRANSPORTATION  
 GEOSPATIAL INFORMATION SECTION  
 Created Jan. 2021 in ArcGIS 10.8.1 using ArcMap, ESRI, Inc.  
 NAD 1983 StatePlane Montana FIPS 2500  
 Lambert Conformal Conic



**File Attachments for Item:**

**E. RESOLUTION NO. 4954: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT WITH THOMAS, DEAN & HOSKINGS, INC. (TD&H ENGINEERING) EXTENDING THEIR CONTRACT FOR THE FISCAL YEAR 2022.**

**RESOLUTION NO. 4954**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT WITH THOMAS, DEAN & HOSKINGS, INC. (TD&H ENGINEERING) EXTENDING THEIR CONTRACT FOR THE FISCAL YEAR 2022.**

**WHEREAS**, The City of Livingston’s previously entered into a Professional Services Agreement via Resolution No. 4599, 4827, and 4870 with Thomas, Dean & Hoskings, Inc. (TD&H Engineering) of Great Falls, Montana, with an office in Bozeman to provide engineering services to the City of Livingston, for Fiscal years of 2015-2018, and 2020 and 2021; and

**WHEREAS**, the Professional Services Agreement will expire June 30, 2021 sets forth the terms and conditions for providing engineering services is attached hereto as Exhibit A and which is incorporated by this reference as though fully set forth herein; and

**WHEREAS**, the parties have mutually agreed to extend the Professional Services Agreement for the period through June 30, 2022, which addendum is attached hereto and incorporated as Exhibit B; and

**WHEREAS**, the City Manager is ready and willing to sign the addendum attached hereto as Exhibit B upon the City Commission’s approval.

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

The Professional Services Agreement Addendum between the City and Thomas, Dean & Hoskings, Inc. is hereby approved and the City Manager is hereby authorized to sign said addendum upon behalf of the City of Livingston, Montana, which is attached here to as Exhibit B.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_ day of March, 2021.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**ADENDUM TO PROFESSIONAL SERVICES AGREEMENT**

THIS IS AN ADENDUM TO THE PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made and entered into as of the 24<sup>TH</sup> DAY OF June 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 330 Bennett Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and THOMAS, DEAN & HOSKINS, INC., a Montana corporation with its principal office located at 1800 River Drive North, Great Falls, Montana 59401 (hereinafter referred to as the “Engineer”; and together with the City, the “Parties”).

**AMENDMENT**

**RECITALS:**

- A. The City is seeking an engineer to provide general engineering services to the City for fiscal years 2019-2020, 2020, 2021, and 2021-2022, on an as requested basis.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be Amended and executed in Livingston, Montana, the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF LIVINGSTON**

**THOMAS, DEAN & HOSKINS, INC.,  
a Montana corporation**

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

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

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

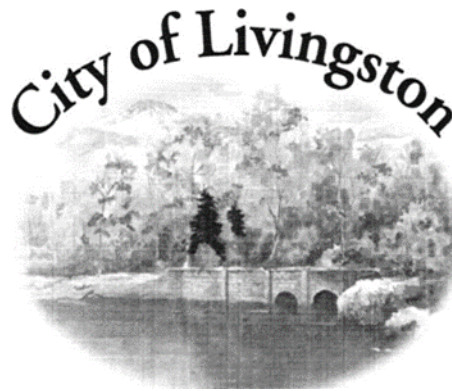
**File Attachments for Item:**

**A. DISCUSS/APPROVE/DENY: SENDING 2021 CPAGE LETTER OF SUPPORT TO MONTANA STATE LEGISLATURE.**

**City Manager**  
Michael Kardoes

414 East Callender Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Dorel Hoglund

**Vice Chair**  
Quentin Schwarz

**Commissioners**  
Mel Friedman  
Warren Mabie  
Melissa Nootz

RE: Property Assessed Clean Energy

Dear Montana State Legislature,

We are writing to express our utmost support for Commercial Property Assessed Clean Energy- a program that will save hard working Montanan’s money, while helping counties meet their economic development goals.

Livingston local businesses are being confronted with steep utility bills as a result of old or inefficient buildings in need of upgrades. Though upgrades would save property owners more money over the long term than they cost, the upfront costs associated with these upgrades can be a challenge for many business owners and they are often deterred from making the investment.

Commercial Property Assessed Clean Energy (C-PACE) can help property owners bridge this financing gap, and invest in the future of their business. C- PACE will encourage property owners to undertake upgrades that will result in meaningful savings, freeing up capital that can be put back into the local economy. C-PACE encourages new business development in existing buildings, revitalizing Main Street Montana. When property owners can affordably finance upgrades, more projects are undertaken creating more work for contractors, engineers, suppliers, and laborers.

The private public partnership of C-PACE allows for economic development to be undertaken, without additional costs to the taxpayer. C-PACE is a win for all involved: property owners save money and improve their building, local workers get more job opportunities, banks and investors make a low risk investment, and the county meets its goals for enhancing local business.

We encourage the Montana Legislature to support Montana’s families and businesses by supporting C-PACE.

Thank you for your consideration,

\_\_\_\_\_  
Dorel Hoglund, Chair

\_\_\_\_\_  
Quentin Schwarz, Vice Chair

\_\_\_\_\_  
Mel Friedman, Commissioner

\_\_\_\_\_  
Warren Mabie, Commissioner

\_\_\_\_\_  
Melissa Nootz, Commissioner

**File Attachments for Item:**

**. APRIL 2021 CALENDER**

# April 2021



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
28	29	30	31	1	2	3	
4 Easter	5	6 Regular City Commission Meeting 5:30 pm via Zoom	7 City Conservation Board Mtg 5:00 pm	8	9	10	
11	12	13 Historic Preservation Commission Mtg. 3:30 pm City Zoning Commission 5:30 pm	14 Library Board Mtg 4:00 Planning Board Mtg 5:30 Sister City Board Mtg 7:00 pm	15 Tree Board Meeting Noon	16	17	
18	19	20 Regular City Commission Meeting 5:30 pm via Zoom	21	22	23	24	
25	26	27	28 Parks & Trails regular Meeting 6:00 pm	29	30	1	
2	3	Notes <b>4/13/2021: City/County Board of Health Meeting 5:30 p.m.</b> other meetings held via Zoom, unless stated otherwise. To find out more information how you can participate in these meetings visit <a href="http://www.livingstonmontana.org/calendar.php">http://www.livingstonmontana.org/calendar.php</a>				All	

#Strengthening Families Month #GoBlue #StrongFamilies #GrowingBetterTogether #Safekids #NCAPM2021

For more info visit <https://dphhs.mt.gov/ecfsd/childrenstrustfund/preventionmonth>.



**File Attachments for Item:**

**. HISTORIC PRESERVATION COMMITTEE RECRUITMENT, CLOSES MARCH 19, 2021.**

# Recruiting for membership on the Historic Preservation Commission

**Passionate about preserving Livingston’s History? The City of Livingston is now recruiting to fill two (2) vacancies on the Historic Preservation Commission, to serve a three (3) year term.**

The purpose of the Livingston Historic Preservation Commission (HPC) is, through the preservation of historically significant buildings and the creation of a central business district that reflects the cultural and architectural past of the City, to promote the tourist industry; to inform property owners within the historic districts of potential tax incentives and federal grants that might be available for the preservation of those historic structures; and to enhance the property values and increase economic and financial benefits to the City and its residents through the preservation of historic buildings.

**Qualification requirements:**

The HPC By-laws require applicants for the Historic Preservation Commission must reside within the City or own property within the downtown historic district, be at least 18 years of age, a registered voter, a citizen of Montana and of the United States, and, insofar as possible, hold the professional expertise listed in Ord. 2054, §31.05A. Historic Preservation Commissioners shall not hold any other public office under the City.

Interested in sharing your time and talents? Applicants are encouraged to include a resume or bio, and a short cover letter outlining why they would like to serve on the Historic Preservation Committee, what special skills, talents, or credentials you offer, and what you hope to accomplish as a member. Applications are available:

Online: [www.livingstonmontana.org](http://www.livingstonmontana.org)

In-person: At the City Offices located at 414 East Callender Street, Livingston, MT 59047

Call for application: Call Faith for an application: (406) 823-6002.

**The deadline for applications is March 19, 2021.**

If you have questions about this or any other City Board/Committee vacancies, contact Faith Kinnick at (406) 823-6002 or visit the [Historic Preservation Commission webpage](#).