



Livingston City Commission Agenda

February 07, 2023

5:30-8:30 PM

City – County Complex, Community Room, and Zoom

<https://us02web.zoom.us/j/86490172000?pwd=SlgvSnZ5VGw4RldlU2hWaDZHaFpldz09>

Meeting ID: 864 9017 2000 **Passcode: 958216** 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 JANUARY 17, 2023, REGULAR MEETING. Pg. 4**
- B. RATIFY CLAIMS PAID 01/11/2023-01/24/2023. Pg. 10**
- C. ACCEPT PLEDGED SECURITIES REPORT AND CITY COURT FINANCIAL REPORT. Pg. 21**
- D. ACCEPT FINANCIAL SUMMARY FOR THE QUARTER ENDING 12/31/2022. Pg. 26**
- E. ACCEPT THE RECOMMENDATION FROM CITY PLANNING BOARD TO APPOINT AMY SCHILLING TO SERVE ON THE BOARD. Pg. 62**
- F. ACCEPTING THE RECOMMENDATION TO APPOINT MEMBERS TO THE TBID AS PER THE BY-LAWS. Pg. 69**
- G. CONSIDERATION OF AGREEMENT 20002: MEMORANDUM OF UNDERSTANDING CONCERNING MISSOURI RIVER DRUG TASK FORCE. Pg. 78**

5. Proclamations

6. Scheduled Public Comment

7. Public Hearings

Individuals are reminded that testimony at a public hearing should be relevant, material, and not repetitious. (MCA 7-1-4131 and Livingston City Code Section 2-21)

8. Ordinances

9. Resolutions

- A. RESOLUTION NO. 5082: A RESOLUTION BY THE CITY OF LIVINGSTON CITY COMMISSION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO FEMA – ASSISTANCE TO FIREFIGHTERS PROGRAM (FEMA – AFG), COMMITMENT OF NEEDED FUNDS, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO REQUIRED**

CONTRACTS FOR GRANT FUNDS TO PURCHASE AN ARIAL LADDER FIRETRUCK AND LIGHT DUTY RESCUE VEHICLE. [Pg. 105](#)

B. RESOLUTION NO. 5083: A RESOLUTION BY THE CITY OF LIVINGSTON CITY COMMISSION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO DOT – REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE), COMMITMENT OF NEEDED FUNDS, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO REQUIRED CONTRACTS FOR GRANT FUNDS TO ENGAGE IN A CORRIDOR STUDY AND EVALUATION OF VIABLE AND SUSTAINABLE OPTIONS FOR A GRADE SEPARATED CROSSING. [Pg. 127](#)

C. RESOLUTION NO. 5084: 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 CONSTRUCTION MANAGEMENT SERVICES FOR THE 2023 REGIONAL SEWER EXTENSION PROJECT. [Pg. 132](#)

D. RESOLUTION NO. 5085: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT NO 20005 WITH WESTERN MUNICIPAL, FOR CONSTRUCTION SERVICES TO INCLUDE THE USE OF \$100,000.00 OF CONTINGENCY FUNDS AS DEEMED NECESSARY FOR THE 2023 REGIONAL SEWER EXTENSION PROJECT. [Pg. 150](#)

10. Action Items

A. DISCUSS/APPROVE/DENY: APPOINTMENT OF CITY COMMISSIONER TO SERVE ON THE LIVINGSTON COMMUNITY TRUST BOARD OF TRUSTEES. [Pg. 184](#)

B. DISCUSSION OF IMPLEMENTATION OF CITY OF LIVINGSTON GROWTH POLICY [Pg. 186](#)

C. CLOSED EXECUTIVE SESSION PURSUANT TO MCA 2-3-203(3) AND MCA 2-3-203(4)(9).

11. City Manager Comment

12. City Commission Comments

13. Adjournment

Calendar of Events

Supplemental Material

Notice

- Public Comment: The public can speak about an item on the agenda during discussion of that item by coming up to the table or podium, signing-in, and then waiting to be recognized by the Chairman. Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).
- Meeting Recording: An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Administration. The City does not warrant the audio and/or video recording as to content, quality, or clarity.

- **Special Accommodation:** If you need special accommodations to attend or participate in our meeting, please contact the Fire Department at least 24 hours in advance of the specific meeting you are planning on attending.



Livingston City Commission Minutes

January 17, 2023

5:30-8:30 PM

City – County Complex, Community Room 414 E. Callender St. and by Zoom
<https://us02web.zoom.us/j/87011870760?pwd=Qzg3QmVseFBVeGhGaWdsQnZTNtFIZz09>
MEETING ID: 870 1187 0760 **PASSCODE: 678119** CALL IN: (669) 900-6833

1. Call to Order

2. Roll Call

In attendance: Chair Melissa Nootz, Vice-Chair Karrie Kahle, Commissioner Mel Friedman, Commissioner Quentin Schwarz, Commissioner Torrey Lyons. Staff in attendance, City Manager Grant Gager, acting City Attorney Jay Porteen, participating virtually, Finance Director Paige Fetterhoff, Planning Director Jen Severson, and Recording Secretary Faith Kinnick.

3. Public Comment

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

4. Consent Items 5:36 p.m.

A. APPROVE MINUTES FROM JANUARY 3, 2022 REGULAR MEETING.

B. RATIFY CLAIMS PAID 12/21/2022-01/10/2023.

- Lyons made motion to approve, second by Kahle.
Passes 5-0

5. Proclamations

6. Scheduled Public Comment 5:37 p.m.

A. JIM BAERG, PRESENTS THE 2023 ZONING COMMISSION ANNUAL REPORT.

- Gager introduced item
- Baerg gave presentation
- Nootz asked Gager for clarifying comments
- Lyons made comments
- Nootz made comments

B. LAUREL DESNICK, PRESENTS THE 2023 CITY TREE BOARD ANNUAL REPORT. 5:58 p.m.

- Gager turned presentation over to Desnick
- Nootz made comments
- Friedman made comments

7. Public Hearings

Individuals are reminded that testimony at a public hearing should be relevant, material, and not repetitious. (MCA 7-1-4131 and Livingston City Code Section 2-21)

8. Ordinances

9. Resolutions 6:07 p.m.

A. RESOLUTION NO. 5079: RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT BONDS (SPECIAL IMPROVEMENT DISTRICT NO. 181), SERIES 2023, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,505,000; AUTHORIZING THE ISSUANCE AND CALLING FOR THE SALE AND DELEGATING TO A PRICING COMMITTEE THE AUTHORITY TO SET THE TERMS THEREOF WITHIN THE PARAMETERS SET FORTH IN THIS RESOLUTION.

- Gager introduced item
- Kahle motioned to Resolution No. 5079, second by Schwarz
- No clarifying questions
- No public comments
- No Commission deliberation
All in favor, passes 5-0

B. RESOLUTION NO. 5080: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN THE CLG PROGRAM GRANT APPLICATION WITH THE MONTANA STATE HISTORIC PRESERVATION OFFICE, FOR THE CLG GRANT PERIOD APRIL 1, 2023-MARCH 31, 2024. 6:11 p.m.

- Gager introduced item
- Lyons asked clarifying question
- Gager deferred to Severson
- Severson made clarifying comments
- Lyons motioned to approve Resolution No. 5080, second by Kahle
- Desnick made public comment
- Kahle made comments
- Schwarz made comments

- Nootz made comments
 - Lyons made comments
- All in favor, passes 5-0

C. RESOLUTION NO. 5081: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT GRANTING AN EASEMENT TO THE CITY THROUGH THE PROPERTY OF KATHRYN AND TODD QUISEL, FOR THE INSTALLATION AND MAINTENANCE OF A WATER AND SEWER LINE. 6:19 p.m.

- Gager introduced item
 - Kahle asked clarifying question, if the Quisels would consider a more wildlife friendly fencing options
 - Lyons asked clarifying question
 - Todd Quisel made comments
 - Kahle made additional comments
 - Schwarz made clarifying comments
 - Motion by Schwarz to approve Resolution No. 5081 with no amendments to the MOU, second by Kahle
 - No public comments
 - Lyons made comments
 - Schwarz made comments
 - Gager made comments
 - Nootz made comments
- All in favor, passes 5-0

10. Action Items 6:34 p.m.

A. DISCUSS/APPROVE/DENY: CONSIDERATION OF SUPPORT FOR MONTANA LEAGUE OF CITIES AND TOWNS ISSUE CAMPAIGN.

- Gager introduced item
- Lyons asked clarifying question
- Gager answered and called on interim attorney Porteen
- Porteen made clarifying comments
- Schwarz asked clarifying questions
- Kahle made comments
- Motion by Schwarz to approve action item A, to authorize the City Manager to provide up to \$2,500 in financial support to the Montana

League of Cities and Towns' 2023 campaign against preemption second by Lyons.

- No public comment
 - Lyons made comments
 - Schwarz made comments
 - Kahle made comments
 - Friedman made comments
- All in favor, passes 5-0

B. DISCUSS/APPROVE/DENY: CONSIDERATION OF ACCEPTANCE OF LAND TRANSFER FROM PARK COUNTY. 6:47 p.m.

- Gager introduced item
- Lyons asked clarifying questions
- Gager answered
- Kahle motioned to approve to approve to direct the City Manager to work with the Park County Commission to affect the transfer of County-owned land located in the Montague Subdivision at Block 3 Lot 18-21 and Block 21 Lot 7-21, seconded by Lyons.
- No public comments
- Lyons made comments
- Kahle made comments
- Nootz made comments
- All in favor, passes 5-0.

Motion to recess 10-minutes, Nootz, second by Friedman passes 5-0. 6:56 p.m.

C. DISCUSS: DIRECTION TO STAFF ON PROCUREMENT POLICY DEVELOPMENT. 7:08 p.m.

- Gager introduced item
- Nootz asked process question
- Gager answered
- No public comment
- Schwarz made comments
- Lyons made comments
- Gager made additional comments
- Kahle asked clarifying questions
- Nootz asked clarifying questions
- Gager made final comments

D. CLOSED EXECUTIVE SESSION PURSUANT TO MCA 2-3-203(3) and MCA 2-3-203(4)(a). 7:33 p.m.

- Nootz motioned to enter into closed session, second by Kahle.
- Returned to open session at 8:08 p.m.

11. City Manager Comments 8:09 p.m.

12. City Commission Comments 8:10 p.m.

15. Adjournment 8:15 p.m

Motion by Friedman, second by Schwarz all in favor passes 5-0.

Supplemental Material:

A. 2023 Livingston Recreation Winter Activity Guide

Participating virtually:

Holly Happe
Gerald Happe
Doug Braham
John Carroll
Katie Weaver

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ALL SERVICE TIRE & ALIGNMENT							
22	ALL SERVICE TIRE & ALIGNME	65359	Flat repair	01/05/2023	18.00	18.00	01/24/2023
22	ALL SERVICE TIRE & ALIGNME	65382	Oil Change	01/10/2023	84.00	84.00	01/24/2023
22	ALL SERVICE TIRE & ALIGNME	65414	Flat repair	01/16/2023	25.00	25.00	01/24/2023
Total ALL SERVICE TIRE & ALIGNMENT:					127.00	127.00	
ALPINE ELECTRONICS RADIO SHACK							
402	ALPINE ELECTRONICS RADIO	10287373	OPERATING SUPPLIES	01/09/2023	48.70	48.70	01/13/2023
402	ALPINE ELECTRONICS RADIO	10287821	Office Supplies	01/19/2023	62.99	62.99	01/24/2023
Total ALPINE ELECTRONICS RADIO SHACK:					111.69	111.69	
ALSCO							
10005	ALSCO	LBIL1815462	RUGS CIVIC CENTER	01/04/2023	129.35	129.35	01/24/2023
Total ALSCO:					129.35	129.35	
AMERICAN AUTOMOTIVE							
3378	AMERICAN AUTOMOTIVE	4535	DOOR MIRROR	01/10/2023	479.41	479.41	01/24/2023
Total AMERICAN AUTOMOTIVE:					479.41	479.41	
BALCO UNIFORM COMPANY, INC.							
3371	BALCO UNIFORM COMPANY, IN	71338-2	Uniform-GENTILE	01/17/2023	68.00	68.00	01/24/2023
3371	BALCO UNIFORM COMPANY, IN	73168	EMS OPS	12/14/2022	331.00	331.00	01/24/2023
Total BALCO UNIFORM COMPANY, INC.:					399.00	399.00	
BETTER DAYS CLEANING							
10004	BETTER DAYS CLEANING	1176	CLEANING	01/19/2023	875.00	875.00	01/24/2023
Total BETTER DAYS CLEANING:					875.00	875.00	
BLACKSTONE PUBLISHING							
2219	BLACKSTONE PUBLISHING	2080839	8 AUDIO BOOKS	01/04/2023	318.99	318.99	01/24/2023
2219	BLACKSTONE PUBLISHING	2081166	3 Audio BOOKS	01/06/2023	120.00	120.00	01/24/2023
Total BLACKSTONE PUBLISHING:					438.99	438.99	
CARQUEST AUTO PARTS							
23	CARQUEST AUTO PARTS	1912-565724	FILTERS	12/01/2022	19.77	19.77	01/13/2023
23	CARQUEST AUTO PARTS	1912-565814	CAR WASH	12/01/2022	14.70	14.70	01/13/2023
23	CARQUEST AUTO PARTS	1912-565932	JACK OIL	12/02/2022	6.70	6.70	01/13/2023
23	CARQUEST AUTO PARTS	1912-566138	FILTERS	12/06/2022	584.78	584.78	01/13/2023
23	CARQUEST AUTO PARTS	1912-566266	FILTERS	12/07/2022	102.54	102.54	01/13/2023
23	CARQUEST AUTO PARTS	1912-566370	EXHAUST FLUID	12/08/2022	129.90	129.90	01/13/2023
23	CARQUEST AUTO PARTS	1912-566373	FILTERS	12/08/2022	65.80	65.80	01/13/2023
23	CARQUEST AUTO PARTS	1912-566439	CLEANER	12/06/2022	27.56	27.56	01/13/2023
23	CARQUEST AUTO PARTS	1912-566637	LIGHTS	12/12/2022	134.13	134.13	01/13/2023
23	CARQUEST AUTO PARTS	1912-566649	CHAIN REPAIR	12/12/2022	183.59	183.59	01/13/2023
23	CARQUEST AUTO PARTS	1912-566798	LIGHTS	12/14/2022	88.74	88.74	01/13/2023
23	CARQUEST AUTO PARTS	1912-566972	oil ABSORB	12/15/2022	57.15	57.15	01/13/2023
23	CARQUEST AUTO PARTS	1912-567062	CONNECTOR	12/16/2022	44.29	44.29	01/13/2023
23	CARQUEST AUTO PARTS	1912-567236	FUEL SUPPLEMENT	12/19/2022	59.75	59.75	01/13/2023
23	CARQUEST AUTO PARTS	1912-567366	OIL	12/20/2022	40.44	40.44	01/13/2023
23	CARQUEST AUTO PARTS	1912-567511	FUEL SUPPLEMENT	12/21/2022	22.79	22.79	01/13/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
23	CARQUEST AUTO PARTS	1912-567807	oil	12/23/2022	27.59	27.59	01/13/2023
23	CARQUEST AUTO PARTS	1912-567843	LIFT SUPPORT	12/23/2022	32.18	32.18	01/13/2023
23	CARQUEST AUTO PARTS	1912-568415	COOLANT	12/30/2022	21.84	21.84	01/13/2023
Total CARQUEST AUTO PARTS:					1,664.24	1,664.24	
CENGAGE LEARNING INC							
10001	CENGAGE LEARNING INC	782821511	2 BOOKS	08/10/2022	57.38	57.38	01/24/2023
10001	CENGAGE LEARNING INC	782823722	2 BOOKS	08/10/2022	55.74	55.74	01/24/2023
Total CENGAGE LEARNING INC:					113.12	113.12	
CHARTER COMMUNICATIONS							
3440	CHARTER COMMUNICATIONS	019544512182	Phones	12/18/2022	101.50	101.50	01/24/2023
Total CHARTER COMMUNICATIONS:					101.50	101.50	
CITY OF LIVINGSTON							
2705	CITY OF LIVINGSTON	2023.1.19	BATTERIES	01/19/2023	10.00	10.00	01/24/2023
2705	CITY OF LIVINGSTON	2023.1.19	CHRISTMAS TREE	01/19/2023	13.50	13.50	01/24/2023
2705	CITY OF LIVINGSTON	2023.1.19	CHRISTMAS TREE	01/19/2023	13.50	13.50	01/24/2023
2705	CITY OF LIVINGSTON	2023.1.19	CHRISTMAS TREE	01/19/2023	13.50	13.50	01/24/2023
2705	CITY OF LIVINGSTON	2023.1.19	CHRISTMAS TREE	01/19/2023	13.50	13.50	01/24/2023
2705	CITY OF LIVINGSTON	2023.1.19	SUPPLIES-CLEANING	01/19/2023	24.51	24.51	01/24/2023
2705	CITY OF LIVINGSTON	2023.1.19	SUPPLIES CLEANING	01/19/2023	9.61	9.61	01/24/2023
2705	CITY OF LIVINGSTON	2023.1.19	PVC BOOT	01/19/2023	14.99	14.99	01/24/2023
2705	CITY OF LIVINGSTON	2023.1.19	VAG BAGS	01/19/2023	8.09	8.09	01/24/2023
131	CITY OF LIVINGSTON	TK2021-0287	Bond Conversion	01/05/2023	185.00	185.00	01/23/2023
131	CITY OF LIVINGSTON	TK2022-0342	Bond	01/10/2023	185.00	185.00	01/23/2023
Total CITY OF LIVINGSTON:					491.20	491.20	
CN LLC							
10004	CN LLC	702	DECEMBER MEETINGS	12/31/2022	100.00	100.00	01/24/2023
Total CN LLC:					100.00	100.00	
COFFMAN'S PEAK ELECTRIC, LLC							
3491	COFFMAN'S PEAK ELECTRIC, L	12478364	ROOF UNITS	01/19/2023	742.50	742.50	01/24/2023
Total COFFMAN'S PEAK ELECTRIC, LLC:					742.50	742.50	
COMDATA							
2671	COMDATA	20387364/XW7	CG72s	01/01/2023	1,915.39	1,915.39	01/13/2023
2671	COMDATA	20387389	BZR70	01/01/2023	157.55	157.55	01/24/2023
Total COMDATA:					2,072.94	2,072.94	
COMPUNET, INC.							
3561	COMPUNET, INC.	211854	NETWORK	12/01/2022	1,667.15	1,667.15	01/24/2023
3561	COMPUNET, INC.	211854	NETWORK	12/01/2022	1,667.15	1,667.15	01/24/2023
3561	COMPUNET, INC.	211854	NETWORK	12/01/2022	1,667.15	1,667.15	01/24/2023
3561	COMPUNET, INC.	211854	NETWORK	12/01/2022	1,667.15	1,667.15	01/24/2023
Total COMPUNET, INC.:					6,668.60	6,668.60	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DELL MARKETING L.P.							
745	DELL MARKETING L.P.	10645386772	COMPUTER-HEDGES	01/11/2023	1,198.16	1,198.16	01/24/2023
Total DELL MARKETING L.P.:					1,198.16	1,198.16	
DEMCO							
199	DEMCO	7240922	Book Prep Supplies	01/09/2023	195.32	195.32	01/24/2023
Total DEMCO:					195.32	195.32	
DOG WASTE DEPOT							
10002	DOG WASTE DEPOT	179239	DOGGIE BAGS	01/01/2023	709.95	709.95	01/24/2023
Total DOG WASTE DEPOT:					709.95	709.95	
FIRST INTERSTATE BANK							
225	FIRST INTERSTATE BANK	2023.1.12	Safe Deposit Box	01/12/2023	35.00	35.00	01/24/2023
Total FIRST INTERSTATE BANK:					35.00	35.00	
FRONTLINE PUBLIC SAFETY SOLUTIONS							
10005	FRONTLINE PUBLIC SAFETY S	FL48563-2	OBSERVATION REPORTS	01/09/2023	1,000.00	1,000.00	01/24/2023
Total FRONTLINE PUBLIC SAFETY SOLUTIONS:					1,000.00	1,000.00	
GOVERNMENTJOBS.COM							
10001	GOVERNMENTJOBS.COM	INV-25306	GOVERNMENTJOB POSTING	03/31/2022	1,001.70	1,001.70	01/24/2023
Total GOVERNMENTJOBS.COM:					1,001.70	1,001.70	
GRAYBEAL'S ALL SERVICE							
98	GRAYBEAL'S ALL SERVICE	12982	SERVICE CALL	01/06/2023	110.00	110.00	01/24/2023
Total GRAYBEAL'S ALL SERVICE:					110.00	110.00	
HIGH COUNTRY WILDLIFE CONTROL							
10002	HIGH COUNTRY WILDLIFE CON	6349	PEST CONTROL	12/27/2022	210.00	210.00	01/13/2023
Total HIGH COUNTRY WILDLIFE CONTROL:					210.00	210.00	
HILLYARD OF MONTANA							
63	HILLYARD OF MONTANA	604982322	Cleaning supplies	12/30/2022	183.60	183.60	01/24/2023
Total HILLYARD OF MONTANA:					183.60	183.60	
HORIZON AUTO PARTS							
1920	HORIZON AUTO PARTS	959087	OXYGEN	01/10/2023	206.06	206.06	01/24/2023
Total HORIZON AUTO PARTS:					206.06	206.06	
IBS INC							
10004	IBS INC	803178-2	APOCALYPSE CAMO BRONZE	12/12/2022	90.13	90.13	01/24/2023
10004	IBS INC	804993-1	CHOP SAW	01/04/2023	953.73	953.73	01/24/2023
Total IBS INC:					1,043.86	1,043.86	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
INDUSTRIAL TOWEL							
102	INDUSTRIAL TOWEL	S11856-00	Towel Service	01/03/2023	18.50	18.50	01/24/2023
Total INDUSTRIAL TOWEL:					18.50	18.50	
INGRAM LIBRARY SERVICE							
1539	INGRAM LIBRARY SERVICE	73332707	3 books	12/16/2022	52.73	52.73	01/24/2023
1539	INGRAM LIBRARY SERVICE	73387375	2 Books	12/19/2022	39.13	39.13	01/24/2023
1539	INGRAM LIBRARY SERVICE	73387376	2 Books	12/19/2022	29.93	29.93	01/24/2023
1539	INGRAM LIBRARY SERVICE	73515689	1 Book	12/27/2022	27.12	27.12	01/24/2023
1539	INGRAM LIBRARY SERVICE	73515690	1 Book	12/27/2022	22.31	22.31	01/24/2023
1539	INGRAM LIBRARY SERVICE	73575778	3 BOOKS	12/29/2022	54.56	54.56	01/24/2023
1539	INGRAM LIBRARY SERVICE	73575779	1 Book	12/29/2022	24.75	24.75	01/24/2023
1539	INGRAM LIBRARY SERVICE	73628980	5 BOOKS	01/03/2023	108.74	108.74	01/24/2023
Total INGRAM LIBRARY SERVICE:					359.27	359.27	
INSTY-PRINTS							
250	INSTY-PRINTS	14716	Business cards-NOOTZ	01/12/2023	26.95	26.95	01/24/2023
250	INSTY-PRINTS	14722	NAME PLATE-GAGER	01/12/2023	28.00	28.00	01/24/2023
Total INSTY-PRINTS:					54.95	54.95	
IRRIGATION INNOVATIONS							
10002	IRRIGATION INNOVATIONS	7248	CLEAN UP FLOWERBEDS	11/27/2022	630.00	630.00	01/24/2023
10002	IRRIGATION INNOVATIONS	7275	SNOW REMOVAL	01/06/2023	632.00	632.00	01/24/2023
Total IRRIGATION INNOVATIONS:					1,262.00	1,262.00	
KELLEY CONNECT							
10001	KELLEY CONNECT	33149693	112-1689019-000	01/02/2023	262.41	262.41	01/13/2023
10001	KELLEY CONNECT	IN1214808	JH206501	01/04/2023	7.58	7.58	01/24/2023
10001	KELLEY CONNECT	IN1215230	JH205973	01/04/2023	14.12	14.12	01/24/2023
10001	KELLEY CONNECT	IN1215230	JH205973	01/04/2023	14.12	14.12	01/24/2023
10001	KELLEY CONNECT	IN1215230	JH205973	01/04/2023	14.13	14.13	01/24/2023
10001	KELLEY CONNECT	IN1215230	JH205973	01/04/2023	14.13	14.13	01/24/2023
Total KELLEY CONNECT:					326.49	326.49	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	2012056	Water	01/11/2023	27.30	27.30	01/24/2023
2830	LEHRKIND'S COCA-COLA	2012057	Water	01/11/2023	21.20	21.20	01/24/2023
Total LEHRKIND'S COCA-COLA:					48.50	48.50	
LIVINGSTON ENTERPRISE							
146	LIVINGSTON ENTERPRISE	119488	URBAN RENAEWAL	12/16/2022	22.75	22.75	01/13/2023
146	LIVINGSTON ENTERPRISE	119489	TRAIL COMMITTEE	12/16/2022	22.75	22.75	01/13/2023
146	LIVINGSTON ENTERPRISE	119491	COmmission meeting	12/02/2022	42.25	42.25	01/13/2023
146	LIVINGSTON ENTERPRISE	119492	INVITATION TO BID	12/06/2022	472.50	472.50	01/13/2023
146	LIVINGSTON ENTERPRISE	119504	URBAN RENAEWAL	12/23/2022	102.00	102.00	01/13/2023
Total LIVINGSTON ENTERPRISE:					662.25	662.25	
LIVINGSTON UTILITY BILLING							
147	LIVINGSTON UTILITY BILLING	2023.1.5	1012100	01/05/2023	178.46	178.46	01/24/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LIVINGSTON UTILITY BILLING:					178.46	178.46	
MASTERCARD							
3184	MASTERCARD	2022_11	BAKE Refund on Pool Pump Motor	12/01/2022	1,006.91-	1,006.91-	12/06/2022
3184	MASTERCARD	2022_11	BUSC online class	12/01/2022	26.95	26.95	12/06/2022
3184	MASTERCARD	2022_11	BUSC basketball rim replacement	12/01/2022	79.99	79.99	12/06/2022
3184	MASTERCARD	2022_11	CHAB Fire Investigation - Training	12/01/2022	126.85	126.85	12/06/2022
3184	MASTERCARD	2022_11	CHAB Certificate - Office Product	12/01/2022	82.96	82.96	12/06/2022
3184	MASTERCARD	2022_11	DELA shoe covers	12/01/2022	57.90	57.90	12/06/2022
3184	MASTERCARD	2022_11	DELA protective masks	12/01/2022	9.99	9.99	12/06/2022
3184	MASTERCARD	2022_11	DELA collapsible bowls	12/01/2022	23.88	23.88	12/06/2022
3184	MASTERCARD	2022_11	DELA register tape/scotch tape	12/01/2022	44.86	44.86	12/06/2022
3184	MASTERCARD	2022_11	DELA paper towels	12/01/2022	32.84	32.84	12/06/2022
3184	MASTERCARD	2022_11	DELA paper towels	12/01/2022	32.85	32.85	12/06/2022
3184	MASTERCARD	2022_11	DELA paper towels	12/01/2022	32.85	32.85	12/06/2022
3184	MASTERCARD	2022_11	DELA paper towels	12/01/2022	32.84	32.84	12/06/2022
3184	MASTERCARD	2022_11	DELA paper towels	12/01/2022	32.84	32.84	12/06/2022
3184	MASTERCARD	2022_11	DELA paper towels	12/01/2022	32.84	32.84	12/06/2022
3184	MASTERCARD	2022_11	DELA paper towels	12/01/2022	32.84	32.84	12/06/2022
3184	MASTERCARD	2022_11	FETT Office Supplies	12/01/2022	9.89	9.89	12/06/2022
3184	MASTERCARD	2022_11	FETT Office Supplies	12/01/2022	173.23	173.23	12/06/2022
3184	MASTERCARD	2022_11	FETT Office Supplies	12/01/2022	87.00	87.00	12/06/2022
3184	MASTERCARD	2022_11	FETT Office Supplies	12/01/2022	42.00	42.00	12/06/2022
3184	MASTERCARD	2022_11	FETT Office Supplies	12/01/2022	11.43	11.43	12/06/2022
3184	MASTERCARD	2022_11	FETT Annual Membership	12/01/2022	120.00	120.00	12/06/2022
3184	MASTERCARD	2022_11	GLAS fax	12/01/2022	19.99	19.99	12/06/2022
3184	MASTERCARD	2022_11	GLAS fee	12/01/2022	.18	.18	12/06/2022
3184	MASTERCARD	2022_11	GLAS APCO group membership	12/01/2022	361.00	361.00	12/06/2022
3184	MASTERCARD	2022_11	GRAD 1 book	12/01/2022	50.38	50.38	12/06/2022
3184	MASTERCARD	2022_11	GRAD 2 books	12/01/2022	56.00	56.00	12/06/2022
3184	MASTERCARD	2022_11	GRAD 1 book	12/01/2022	15.00	15.00	12/06/2022
3184	MASTERCARD	2022_11	GRAD final premium audit	12/01/2022	11.00	11.00	12/06/2022
3184	MASTERCARD	2022_11	GRAD 09.2022, 10.2022 gas, electricity	12/01/2022	2,223.41	2,223.41	12/06/2022
3184	MASTERCARD	2022_11	GRAD 5 books	12/01/2022	67.14	67.14	12/06/2022
3184	MASTERCARD	2022_11	GRAD postage to 59645	12/01/2022	3.95	3.95	12/06/2022
3184	MASTERCARD	2022_11	GRAD service charges	12/01/2022	17.99	17.99	12/06/2022
3184	MASTERCARD	2022_11	GRAD domain name 1-year renewal	12/01/2022	15.16	15.16	12/06/2022
3184	MASTERCARD	2022_11	GRAD postage on account	12/01/2022	100.00	100.00	12/06/2022
3184	MASTERCARD	2022_11	GRAD ice melt	12/01/2022	13.99	13.99	12/06/2022
3184	MASTERCARD	2022_11	HAEF metal detector	12/01/2022	745.00	745.00	12/06/2022
3184	MASTERCARD	2022_11	HAEF CDL Physical	12/01/2022	141.00	141.00	12/06/2022
3184	MASTERCARD	2022_11	HAPP hotel for conference	12/01/2022	511.20	511.20	12/06/2022
3184	MASTERCARD	2022_11	HAPP temporary recording system for co	12/01/2022	.99	.99	12/06/2022
3184	MASTERCARD	2022_11	HAPP office supplies	12/01/2022	44.99	44.99	12/06/2022
3184	MASTERCARD	2022_11	HARR Fire Hose - Equipment	12/01/2022	953.20	953.20	12/06/2022
3184	MASTERCARD	2022_11	HARR Collar Pins - Training	12/01/2022	325.65	325.65	12/06/2022
3184	MASTERCARD	2022_11	JOHN Walker - Missoula	12/01/2022	95.88	95.88	12/06/2022
3184	MASTERCARD	2022_11	JOHN Adobe Subscription	12/01/2022	14.99	14.99	12/06/2022
3184	MASTERCARD	2022_11	JOHN Walker - Supervisor Training	12/01/2022	350.00	350.00	12/06/2022
3184	MASTERCARD	2022_11	KINNI Zoom Account-116697764 Commi	12/01/2022	41.50	41.50	12/06/2022
3184	MASTERCARD	2022_11	KINNI Paper towels- 2 cases	12/01/2022	59.98	59.98	12/06/2022
3184	MASTERCARD	2022_11	KINNI Office Supplies- Space Heaters- J	12/01/2022	119.00	119.00	12/06/2022
3184	MASTERCARD	2022_11	KINNI Zoom Account-129328951 Board/	12/01/2022	57.05	57.05	12/06/2022
3184	MASTERCARD	2022_11	KINNI Employee Jacket-	12/01/2022	198.85	198.85	12/06/2022
3184	MASTERCARD	2022_11	KINNI Zoom Account-5001269153 Plann	12/01/2022	57.05	57.05	12/06/2022
3184	MASTERCARD	2022_11	KINNI Election Night Taco's- Grant Appr	12/01/2022	71.88	71.88	12/06/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2022_11 KINNI	Priority Mail	12/01/2022	10.40	10.40	12/06/2022
3184	MASTERCARD	2022_11 KINNI	Office Supplies	12/01/2022	5.48	5.48	12/06/2022
3184	MASTERCARD	2022_11 KINNI	Office Supplies	12/01/2022	56.49	56.49	12/06/2022
3184	MASTERCARD	2022_11 KINNI	Office Supplies	12/01/2022	39.69	39.69	12/06/2022
3184	MASTERCARD	2022_11 KINNI	Recording Fee- Glassybaby Lane	12/01/2022	50.21	50.21	12/06/2022
3184	MASTERCARD	2022_11 KINNI	Return- Office Supplies	12/01/2022	87.99-	87.99-	12/06/2022
3184	MASTERCARD	2022_11 KINNI	Office Supplies	12/01/2022	27.18	27.18	12/06/2022
3184	MASTERCARD	2022_11 KINNI	Office Supplies- CM & Planning	12/01/2022	44.16	44.16	12/06/2022
3184	MASTERCARD	2022_11 KINNI	Employee Jacket-Grant	12/01/2022	195.85	195.85	12/06/2022
3184	MASTERCARD	2022_11 KINNI	Office Supplies- Planning	12/01/2022	16.89	16.89	12/06/2022
3184	MASTERCARD	2022_11 LAWE	Office Supplies	12/01/2022	35.99	35.99	12/06/2022
3184	MASTERCARD	2022_11 LAWE	Fuel	12/01/2022	82.85	82.85	12/06/2022
3184	MASTERCARD	2022_11 LOW	Recruiting	12/01/2022	382.56	382.56	12/06/2022
3184	MASTERCARD	2022_11 LOW	Recruiting	12/01/2022	509.68	509.68	12/06/2022
3184	MASTERCARD	2022_11 LOW	Employee Wellness	12/01/2022	2,200.00	2,200.00	12/06/2022
3184	MASTERCARD	2022_11 LOW	Recruiting	12/01/2022	515.10	515.10	12/06/2022
3184	MASTERCARD	2022_11 LOW	Recruiting	12/01/2022	91.77	91.77	12/06/2022
3184	MASTERCARD	2022_11 MSTO	Clevis Hooks	12/01/2022	276.77	276.77	12/06/2022
3184	MASTERCARD	2022_11 MSTO	pressure washer	12/01/2022	1,474.97	1,474.97	12/06/2022
3184	MASTERCARD	2022_11 O'RO	Ad Posted in Enterprise	12/01/2022	1.00	1.00	12/06/2022
3184	MASTERCARD	2022_11 O'RO	Food for Burn Crew	12/01/2022	17.58	17.58	12/06/2022
3184	MASTERCARD	2022_11 O'RO	Drinks for Halloween Chili Lunch	12/01/2022	6.59	6.59	12/06/2022
3184	MASTERCARD	2022_11 O'RO	Drinks for Halloween Chili Lunch	12/01/2022	6.60	6.60	12/06/2022
3184	MASTERCARD	2022_11 O'RO	Drinks for Halloween Chili Lunch	12/01/2022	6.59	6.59	12/06/2022
3184	MASTERCARD	2022_11 O'RO	Drinks for Halloween Chili Lunch	12/01/2022	6.59	6.59	12/06/2022
3184	MASTERCARD	2022_11 O'RO	Drinks for Halloween Chili Lunch	12/01/2022	6.59	6.59	12/06/2022
3184	MASTERCARD	2022_11 PURK	October	12/01/2022	6,800.55	6,800.55	12/06/2022
3184	MASTERCARD	2022_11 RSTO	PW Tahansksgiving Lunch/Coffee	12/01/2022	88.52	88.52	12/06/2022
3184	MASTERCARD	2022_11 RSTO	Burn Pile Fire Crew Lunch	12/01/2022	140.86	140.86	12/06/2022
3184	MASTERCARD	2022_11 TARR	Holiday Market Ad	12/01/2022	4.44	4.44	12/06/2022
3184	MASTERCARD	2022_11 TARR	Storywalk Ad Supplies	12/01/2022	64.95	64.95	12/06/2022
3184	MASTERCARD	2022_11 TARR	Game Cams - vandalism	12/01/2022	112.18	112.18	12/06/2022
3184	MASTERCARD	2022_11 TARR	Print Advertising	12/01/2022	199.92	199.92	12/06/2022
3184	MASTERCARD	2022_11 TARR	Santa's Village Supplies	12/01/2022	72.10	72.10	12/06/2022
3184	MASTERCARD	2022_11 TARR	Santa's Village Supplies	12/01/2022	53.96	53.96	12/06/2022
3184	MASTERCARD	2022_11 TARR	Santa's Village Supplies	12/01/2022	13.75	13.75	12/06/2022
3184	MASTERCARD	2022_11 TARR	Hot Dogs - concessions	12/01/2022	6.76	6.76	12/06/2022
3184	MASTERCARD	2022_11 TARR	Santa's Village Supplies	12/01/2022	28.49	28.49	12/06/2022
3184	MASTERCARD	2022_11 TARR	Santa's Village Supplies	12/01/2022	323.04	323.04	12/06/2022
3184	MASTERCARD	2022_11 TARR	Santa's Village Supplies	12/01/2022	31.98	31.98	12/06/2022
3184	MASTERCARD	2022_11 TARR	Cleaning / Sanitizing Supplies	12/01/2022	61.21	61.21	12/06/2022
3184	MASTERCARD	2022_11 TARR	Safesitter Treats	12/01/2022	3.49	3.49	12/06/2022
3184	MASTERCARD	2022_11 TARR	Lighting / Heating	12/01/2022	108.96	108.96	12/06/2022
3184	MASTERCARD	2022_11 TARR	Staff communication	12/01/2022	36.00	36.00	12/06/2022
3184	MASTERCARD	2022_11 TARR	Adult Volleyball Prizes	12/01/2022	199.00	199.00	12/06/2022
3184	MASTERCARD	2022_11 TARR	Staff coffee for 6AM Red Cross ca	12/01/2022	14.25	14.25	12/06/2022
3184	MASTERCARD	2022_11 TARR	Marketing Software	12/01/2022	239.16	239.16	12/06/2022
3184	MASTERCARD	2022_11 TIDW	Refund	12/01/2022	49.00-	49.00-	12/06/2022
3184	MASTERCARD	2022_11 TIDW	vinyl tubing	12/01/2022	19.42	19.42	12/06/2022
3184	MASTERCARD	2022_11 TIDW	weather stripping	12/01/2022	51.99	51.99	12/06/2022
3184	MASTERCARD	2022_11 TIDW	Supply	12/01/2022	49.00	49.00	12/06/2022
3184	MASTERCARD	2022_11 TIDW	magnetic stirring bar	12/01/2022	15.99	15.99	12/06/2022
3184	MASTERCARD	2022_11 TIDW	antifreeze	12/01/2022	7.68	7.68	12/06/2022
3184	MASTERCARD	2022_11 TIDW	No Receipt	12/01/2022	1,671.30	1,671.30	12/06/2022
3184	MASTERCARD	2022_11 TIDW	Lockout Tagout Kit	12/01/2022	59.95	59.95	12/06/2022
3184	MASTERCARD	2022_11 TIDW	No Receipt	12/01/2022	162.24	162.24	12/06/2022
3184	MASTERCARD	2022_11 TIDW	No Receipt	12/01/2022	19.98	19.98	12/06/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2022_11 TIDW	Cellphone Booster	12/01/2022	174.79	174.79	12/06/2022
3184	MASTERCARD	2022_11 TIDW	3 outlet Junction Box	12/01/2022	122.70	122.70	12/06/2022
3184	MASTERCARD	2022_11 TIDW	No Receipt	12/01/2022	140.00	140.00	12/06/2022
3184	MASTERCARD	2022_11 TIDW	Battery Tester/Extesion Cord	12/01/2022	60.84	60.84	12/06/2022
3184	MASTERCARD	2022_11 TIDW	Lubricant/foot inflator/pen lights	12/01/2022	61.83	61.83	12/06/2022
3184	MASTERCARD	2022_11 TIDW	sandpaper rolls	12/01/2022	16.99	16.99	12/06/2022
3184	MASTERCARD	2022_11 TIDW	No Receipt	12/01/2022	49.99	49.99	12/06/2022
3184	MASTERCARD	2022_11 TIDW	Filter Color Indicator Gauge	12/01/2022	15.80	15.80	12/06/2022
3184	MASTERCARD	2022_11 TIDW	Battery charger/Grinding Wheels	12/01/2022	49.10	49.10	12/06/2022
3184	MASTERCARD	2022_11 TIDW	wire connector set	12/01/2022	24.99	24.99	12/06/2022
3184	MASTERCARD	2022_11 TIDW	automations-cable operated switc	12/01/2022	212.00	212.00	12/06/2022
3184	MASTERCARD	2022_11 TIDW	f-150 radio dash kit	12/01/2022	37.00	37.00	12/06/2022
3184	MASTERCARD	2022_11 TIDW	AMCX24-MFT	12/01/2022	544.00	544.00	12/06/2022
3184	MASTERCARD	2022_11 TIDW	Car/Truck Stero	12/01/2022	157.45	157.45	12/06/2022
3184	MASTERCARD	2022_11 WULF	Coffee at Structure Fire - Food	12/01/2022	124.20	124.20	12/06/2022
3184	MASTERCARD	2022_11 WULF	Kevin Retirement - Food	12/01/2022	74.97	74.97	12/06/2022
3184	MASTERCARD	2022_11 WULF	Soap - Station Supplies	12/01/2022	77.34	77.34	12/06/2022
3184	MASTERCARD	2022_11 WULF	Fire Investigation - Tools	12/01/2022	366.11	366.11	12/06/2022
3184	MASTERCARD	2022_11 WULF	Hotel EMS Training - KH	12/01/2022	123.22	123.22	12/06/2022
3184	MASTERCARD	2022_11 WULF	Hotel EMS Training - DK	12/01/2022	123.22	123.22	12/06/2022
3184	MASTERCARD	2022_11 WULF	MCI Vests - Training	12/01/2022	216.21	216.21	12/06/2022
Total MASTERCARD:					26,227.78	26,227.78	
MEBULBS-PREMIUM QUALITY LIGHTING							
10000	MEBULBS-PREMIUM QUALITY L	4181245-01	LIGHTING	01/09/2023	4,824.00	4,824.00	01/24/2023
Total MEBULBS-PREMIUM QUALITY LIGHTING:					4,824.00	4,824.00	
MISC							
99999	MISC	2023.1.5	ReIMB SKATE PARTS	01/05/2023	43.67	43.67	01/24/2023
99999	MISC	2023.1.9	ReSTITUTION TK2021-0004	01/09/2023	760.00	760.00	01/13/2023
99999	MISC	2023.1.9.1	ReSTITUTION TK2021-0352	01/09/2023	10.00	10.00	01/13/2023
99999	MISC	47820565	ReFUND REC PROGRAM	12/12/2022	312.00	312.00	01/13/2023
99999	MISC	TK2019-0301	Bond Release	01/23/2023	125.00	125.00	01/23/2023
99999	MISC	TK2021-0278	Bond Release	01/10/2023	1,170.00	1,170.00	01/17/2023
99999	MISC	TK2021-0287	Bond Release	01/05/2023	500.00	500.00	01/23/2023
99999	MISC	TK2021-0287-2	Bond Release	01/05/2023	100.00	100.00	01/23/2023
99999	MISC	TK2022-0196	Bond Release	01/10/2023	1,090.00	1,090.00	01/23/2023
Total MISC:					4,110.67	4,110.67	
MOBILE REPAIR & WELDING, INC							
10	MOBILE REPAIR & WELDING, IN	33581	FLAT HINGES	12/29/2022	66.75	66.75	01/24/2023
Total MOBILE REPAIR & WELDING, INC:					66.75	66.75	
MONTANA AIR CARTAGE							
3808	MONTANA AIR CARTAGE	LVQ113122	Courier CONTRACT	12/01/2022	189.75	189.75	01/24/2023
Total MONTANA AIR CARTAGE:					189.75	189.75	
MONTANA RAIL LINK							
112	MONTANA RAIL LINK	466199	LONG SEWER XRINGS	01/06/2023	733.50	733.50	01/24/2023
Total MONTANA RAIL LINK:					733.50	733.50	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
NORTHWEST PIPE FITTINGS, INC							
423	NORTHWEST PIPE FITTINGS, I	5791829-1	BALL CURB STOP	01/10/2023	4,228.60	4,228.60	01/24/2023
Total NORTHWEST PIPE FITTINGS, INC:					4,228.60	4,228.60	
NORTHWESTERN ENERGY							
151	NORTHWESTERN ENERGY	0107897-1 202	0107897-1 228 W CALLENDER	01/11/2023	2,414.88	2,414.88	01/24/2023
151	NORTHWESTERN ENERGY	2023.1.12 3837	2023.1.12 3837245-4	01/12/2023	1,034.13	1,034.13	01/24/2023
Total NORTHWESTERN ENERGY:					3,449.01	3,449.01	
PARK COUNTY TREASURER - TECH							
1702	PARK COUNTY TREASURER - T	2023.1.19	DEC COLLECTIONS	01/19/2023	180.00	180.00	01/24/2023
Total PARK COUNTY TREASURER - TECH:					180.00	180.00	
PARK COUNTY TREASURER/M.L.E.A.							
2156	PARK COUNTY TREASURER/M.	2023.1.19	DEC COLLECTIONS	01/19/2023	201.98	201.98	01/24/2023
Total PARK COUNTY TREASURER/M.L.E.A.:					201.98	201.98	
PARK COUNTY VICTIM WITNESS							
1544	PARK COUNTY VICTIM WITNES	2023.1.19	DEC 2022 COLLECTIONS	01/19/2023	570.00	570.00	01/24/2023
Total PARK COUNTY VICTIM WITNESS:					570.00	570.00	
PITNEY BOWES							
10001	PITNEY BOWES	2022.12.05	POSTAGE METER REFILL	12/05/2022	1,000.00	1,000.00	12/31/2022
10001	PITNEY BOWES	2022.12.27	POSTAGE METER REFILL	12/27/2022	1,000.00	1,000.00	12/31/2022
Total PITNEY BOWES:					2,000.00	2,000.00	
REPUBLIC SERVICES #670							
10000	REPUBLIC SERVICES #670	0670-0003783	DISPOSAL/RECYCLING	12/31/2022	50,067.82	50,067.82	01/24/2023
Total REPUBLIC SERVICES #670:					50,067.82	50,067.82	
SPECIAL LUBE							
1814	SPECIAL LUBE	224-280-7543	durango oil change	01/07/2023	74.95	74.95	01/13/2023
1814	SPECIAL LUBE	224-280-7657	Oil Change	01/13/2023	60.20	60.20	01/24/2023
1814	SPECIAL LUBE	224-280-7724	Oil Change	01/17/2023	59.59	59.59	01/24/2023
Total SPECIAL LUBE:					194.74	194.74	
T & E THE CAT RENTAL STORE							
533	T & E THE CAT RENTAL STORE	42CS0459937	BoLTS AND NUTS	12/14/2022	2,793.67	2,793.67	01/13/2023
Total T & E THE CAT RENTAL STORE:					2,793.67	2,793.67	
TOWN & COUNTRY FOODS - LIVINGSTON							
2595	TOWN & COUNTRY FOODS - LI	112	Cleaning supplies	01/03/2023	42.73	42.73	01/13/2023
2595	TOWN & COUNTRY FOODS - LI	51	Water	01/19/2023	4.58	4.58	01/24/2023
Total TOWN & COUNTRY FOODS - LIVINGSTON:					47.31	47.31	
US BANK EQUIPMENT FINANCE							
10001	US BANK EQUIPMENT FINANCE	491340972	PRINTER	01/06/2023	265.41	265.41	01/24/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total US BANK EQUIPMENT FINANCE:					265.41	265.41	
VERIZON WIRELESS							
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	62.83	62.83	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	48.07	48.07	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	19.68	19.68	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	19.68	19.68	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	19.68	19.68	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	62.83	62.83	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	43.89	43.89	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	19.68	19.68	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	43.89	43.89	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	43.89	43.89	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	19.68	19.68	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	43.89	43.89	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	16.69	16.69	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	16.69	16.69	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	43.89	43.89	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	43.89	43.89	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	19.68	19.68	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	14.14	14.14	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	12.19	12.19	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	48.07	48.07	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	43.89	43.89	01/24/2023
879	VERIZON WIRELESS	9924840860	Jan 2023 CELLPHONES	01/08/2023	43.86	43.86	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	44.52	44.52	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	63.70	63.70	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	44.52	44.52	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	9.98	9.98	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	9.98	9.98	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	131.52	131.52	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	48.18	48.18	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	19.94	19.94	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	44.52	44.52	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	19.94	19.94	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	19.94	19.94	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	19.94	19.94	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	19.94	19.94	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	19.94	19.94	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	19.94	19.94	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	19.94	19.94	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	19.94	19.94	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	12.37	12.37	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	19.94	19.94	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	19.94	19.94	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	19.94	19.94	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	19.94	19.94	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	12.37	12.37	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	12.37	12.37	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	12.37	12.37	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	44.53	44.53	01/24/2023
879	VERIZON WIRELESS	9924840861	Jan 2023 CELLPHONES	01/08/2023	44.57	44.57	01/24/2023
Total VERIZON WIRELESS:					1,573.73	1,573.73	
WHISTLER TOWING, LLC							
3237	WHISTLER TOWING, LLC	41634	DODGE AND FORD FROM IMPO	01/12/2023	95.00	95.00	01/24/2023

**LIVINGSTON CITY COURT
FINANCIAL REPORT**

Dec. 2022

Date PD Monthly Report Received from City of Livingston Finance Office 1/19/2023

Tickets/Criminal Complaints Cleared: **24**

Dismissed-Plea Agreement:	4	
Dismissed-Pretrial Diversion/Deferred:	1	
Dismissed-Miscellaneous:	4	
Paid-Bond Forfeit/Fine:	8	\$2,880.00
Paid-Time Payments:	7	\$3,718.00
Warrant Fees:		
		Total
		\$6,598.00
		Parking Tickets:
		\$1,142.50
		Total
		<u>\$7,740.50</u>

Surcharges/Costs/Fees:

MLEA Surcharge:	\$201.98	
TECH Surcharge:	\$180.00	
Victim/Witness Surcharge:	\$570.00	
MISD Surcharge:	\$291.00	
Court Costs:	\$79.02	
Public Defender Fee:		
Public Defender Fee:	\$ -	
Jury Fees	\$ -	
Interpreter	\$ -	
		Total
		(\$1,322.00)

Total amount credited to City of Livingston General Fund: \$6,418.50

I hereby certify that this is a true and correct statement of the amount of fines/fees/costs which were fully paid and credited with the Livingston City Court during the month of: Dec. 2022

Prepared by: 

Hon. Holly Happe
Livingston City Judge

Date: 1-19-2023

DEPOSITORY BONDS AND SECURITIES
December 31, 2022

	<u>MATURITY</u>	<u>CUSIP NO.</u>	<u>TOTAL AMOUNT PLEGGED</u>
FIRST INTERSTATE BANK			
All Accounts			
Federal Deposit Insurance Corporation			\$ 250,000.00
FMAR	11/1/2047	31326MKC6	1,601,167.00
FMNT	4/27/2029	3134GWEL6	7,000,000.00
FNNT	7/29/2030	3134GWGJ9	6,000,000.00
FNRM	3/25/2037	3136B43E6	2,001,086.65
TOTAL - First Interstate Bank			<u><u>\$ 16,852,253.65</u></u>
OPPORTUNITY BANK			
All Accounts			
Federal Deposit Insurance Corporation			\$ 250,000.00
Livingston Mont	7/1/2034	538695CX3	110,000.00
Marion OH LTD Tax GO	12/1/1931	569832MU9	390,000.00
TOTAL - Opportunity Bank			<u><u>\$ 750,000.00</u></u>

PLEDGED SECURITIES AND CASH IN BANK
As of
December 31, 2022

First Interstate Bank

	Total
Cash & CD's on Deposit	\$ 12,064,303.20
FDIC Coverage	250,000.00
Amount Remaining	11,814,303.20
Pledges required @ 50%	5,907,151.60
Actual Amount of Pledges	16,602,253.65
Over (Under) Pledged	\$ 10,695,102.05

PLEDGED SECURITIES AND CASH IN BANK
As of
December 31, 2022

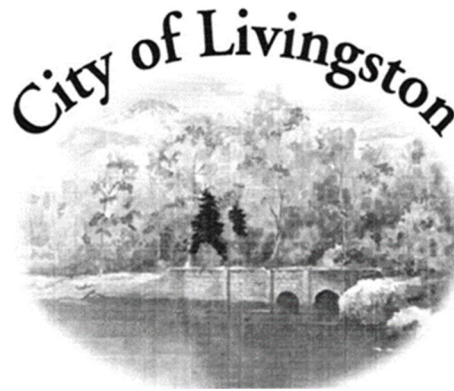
Opportunity Bank of Montana

	Total
Cash & CD's on Deposit	\$ 730,458.67
FDIC Coverage	250,000.00
Amount Remaining	480,458.67
Pledges required @ 50%	240,229.34
Actual Amount of Pledges	500,000.00
Over (Under) Pledged	\$ 259,770.67

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Melissa Nootz

Vice Chair
Karrie Kahle

Commissioners
Mel Friedman
Quentin Schwarz
Torrey Lyons

Date: 02/07/2023
To: Chair Nootz and City Commissioners
From: Paige Fetterhoff

Staff Report for Financial Summary for the quarter ended December 31, 2022

Recommendation and Summary

Staff is recommending the Commission approve the financial statements for the quarter ended December 31, 2022.

Introduction and History

The Commission approved the City Manager’s budget for fiscal year 2022-2023 via resolution no. 5056 on July 26th, 2022. This document is intended to provide information to the Commission on how the City is doing in relation to the approved budget.

Analysis

Staff recognized that revenues in government tend to be collected slower than expenditures are made in governmental fund types. This is in large part because of property tax revenues being collected twice per year in November and May. The expenditures incurred early in the fiscal year are paid for by requiring reserves be carried forward from the prior fiscal year. The City’s strategic plan sets a goal of maintaining a reserve balance of 33.3%.

Overall, the City is meeting its budgetary goals and expectations for the year.

Fiscal Impact

N/A

Strategic Alignment

This aligns with item 2. Financial Stewardship of the City’s Strategic Plan.

Attachments

- December 2022 Financial Summary

Summary of Fund Revenues by Type

Fund	Taxes & Assessments	Licenses & Permits	Intergovernmental	Charge for Services	Fines & Forfeitures	Miscellaneous	Investment Earnings	Other Financing Sources	Transfers	Total
1000 - General	\$ 1,381,992	\$ 145,945	\$ 654,357	\$ 88,069	\$ 47,782	\$ 97,248	\$ 3,050	\$ -	\$ 537,461	\$ 2,955,904
2190 - Comprehensive Liability	36	-	-	-	-	-	31	-	-	67
2220 - Library	59,838	-	33,341	12,740	408	8	804	-	-	107,140
2260 - Emergency/Disaster	16,532	-	27,561	-	-	-	-	-	-	44,094
2300 - Communications/Dispatch Services	-	-	-	241,519	-	-	88	204,145	-	445,752
2310 - Tax Increment District - Downtown	281,138	-	24,712	-	-	-	1,434	-	-	307,284
2372 - Permissive Health Levy	210,647	-	-	-	-	-	162	-	-	210,809
2397 - CDBG Economic Dev Revolving	-	-	-	-	-	-	1	-	-	1
2399 - Impact Fees	-	-	-	37,685	-	-	2,556	-	-	40,241
2400 - Light Maintenance	-	-	-	-	-	72,512	124	-	-	72,636
2500 - Street Maintenance	-	7,566	-	577	-	637,801	858	-	-	646,802
2600 - Sidewalks	-	-	-	-	-	47,077	(4)	-	-	47,073
2650 - Business Improvement District	-	-	-	-	-	21,909	23	-	-	21,932
2700 - Park Improvement	-	-	-	-	-	-	100	-	-	100
2750 - Law Enforcement Joint Equipment	-	-	-	-	-	-	8	-	-	8
2820 - Gas Tax	-	-	269,308	-	-	-	325	-	-	269,633
2991 - American Rescue Plan	-	-	1,918,675	-	-	-	2,276	-	-	1,920,951
3002 - 2016 Fire Truck GOB	22,192	-	-	-	-	-	42	-	-	22,234
3003 - 2000 Fire Truck GOB	20	-	-	-	-	-	8	-	-	28
3200 - West End Tax Increment District	61,504	-	7,508	-	-	-	799	-	-	69,811
3400 - SID Revolving	-	-	-	-	-	-	35	-	-	35
3550 - SID 179 - West End	-	-	-	-	-	14,918	55	-	-	14,973
3955 - SID 180 - Carol Lane	-	-	-	-	-	1,331	3	-	-	1,334
4010 - Capital Improvement	-	-	-	-	-	-	172	-	-	172
4020 - Library Capital Improvement	-	-	-	-	-	-	37	-	-	37
4099 - Railroad Crossing Levy	22	-	-	-	-	-	1	-	-	23
5210 - Water Department	-	-	-	1,200,374	-	-	2,605	-	-	1,202,979
5310 - Sewer Department	-	-	-	1,450,695	-	15,000	3,165	-	-	1,468,861
5410 - Solid Waste Department	-	-	-	1,326,447	-	-	1,105	-	-	1,327,552
5510 - Ambulance Services	19,573	-	6,668	685,289	-	-	1,525	-	-	713,056
8010 - Perpetual Cemetery	-	-	-	100	-	-	366	-	-	466
TOTAL	\$ 2,053,495	\$ 153,512	\$ 2,942,130	\$ 5,043,496	\$ 48,190	\$ 907,804	\$ 21,755	\$ 204,145	\$ 537,461	\$ 11,911,988
% of Total	17.24%	1.29%	24.70%	42.34%	0.40%	7.62%	0.18%	1.71%	4.51%	100.00%
Budget	\$ 4,058,625	\$ 336,000	\$ 2,940,551	\$10,567,338	\$ 88,000	\$ 1,709,085	\$ 40,775	\$ 1,234,200	\$1,007,500	\$ 21,982,074
% of Budget Received	50.60%	45.69%	100.05%	47.73%	54.76%	53.12%	53.35%	16.54%	53.35%	54.19%

Summary of Fund Expenditures by Type

Fund	Personnel &		Capital	Debt Service	Other	Total
	Benefits	Operations			Financing	
1000 - General	\$ 1,973,118	\$ 733,974	\$ 153,977	\$ 4,066	\$ 221,512	\$ 3,086,646
2190 - Comprehensive Liability	-	-	-	-	-	-
2220 - Library	248,661	102,430	133	-	-	351,224
2260 - Emergency/Disaster	-	-	-	-	7,155	7,155
2300 - Communications/Dispatch Services	349,750	85,433	-	-	-	435,184
2310 - Tax Increment District - Downtown	-	106,423	-	30,088	-	136,511
2372 - Permissive Health Levy	-	-	-	-	-	-
2397 - CDBG Economic Dev Revolving	-	-	-	-	-	-
2399 - Impact Fees	-	-	25,372	-	-	25,372
2400 - Light Maintenance	-	30,631	77,641	-	-	108,272
2500 - Street Maintenance	248,049	151,491	90,988	62,816	-	553,344
2600 - Sidewalks	-	-	-	-	-	-
2650 - Business Improvement District	-	17,346	-	-	-	17,346
2700 - Park Improvement	-	5,052	-	-	-	5,052
2750 - Law Enforcement Joint Equipment	-	2,890	-	-	-	2,890
2820 - Gas Tax	-	110,931	-	-	-	110,931
2991 - American Rescue Plan	-	1,072,496	-	-	-	1,072,496
3002 - 2016 Fire Truck GOB	-	400	-	9,447	-	9,847
3003 - 2000 Fire Truck GOB	-	-	-	-	-	-
3200 - West End Tax Increment District	-	-	-	37,975	-	37,975
3400 - SID Revolving	-	-	-	-	-	-
3550 - SID 179 - West End	-	-	-	16,763	-	16,763
3955 - SID 180 - Carol Lane	-	-	-	-	-	-
4010 - Capital Improvement	-	-	-	-	-	-
4020 - Library Capital Improvement	-	-	-	-	-	-
4099 - Railroad Crossing Levy	-	-	-	-	-	-
5210 - Water Department	273,763	355,237	719,086	-	-	1,348,086
5310 - Sewer Department	331,398	422,566	787,081	383,283	-	1,924,328
5410 - Solid Waste Department	359,780	639,971	152,476	-	-	1,152,227
5510 - Ambulance Services	617,376	231,886	23,984	-	-	873,247
8010 - Perpetual Cemetery	-	-	-	-	-	-
TOTAL	\$ 4,401,896	\$ 4,069,158	\$ 2,030,739	\$ 544,436	\$ 228,667	\$ 11,274,896
% of Total	39.04%	36.09%	18.01%	4.83%	2.03%	100.00%
Budget	\$ 9,733,492	\$ 6,306,623	\$ 4,190,606	\$ 1,240,658	\$ 1,057,954	\$ 22,529,333
% of Budget Expended	45.22%	64.52%	48.46%	43.88%	21.61%	50.05%

Summary of Fund Expenditures by Function

Fund	General Government	Public Safety	Public Works	Public Health	Culture & Recreation	Housing & Community Development	Debt Service	Miscellaneous	Other Financing Uses	Total
1000 - General	\$ 730,234	\$ 1,507,537	\$ 232,885	\$ 47,183	\$ 358,781	\$ -	\$ 4,066	\$ 1,816	\$ 204,145	\$ 3,086,646
2190 - Comprehensive Liability	-	-	-	-	-	-	-	-	-	-
2220 - Library	-	-	-	-	329,066	-	-	-	22,158	351,224
2260 - Emergency/Disaster	-	-	-	-	-	-	-	7,155	-	7,155
2300 - Communications/Dispatch Services	-	397,694	-	-	-	-	-	-	37,490	435,184
2310 - Tax Increment District - Downtown	-	-	-	-	-	106,423	30,088	-	-	136,511
2372 - Permissive Health Levy	-	-	-	-	-	-	-	-	-	-
2397 - CDBG Economic Dev Revolving	-	-	-	-	-	-	-	-	-	-
2399 - Impact Fees	-	-	-	-	25,372	-	-	-	-	25,372
2400 - Light Maintenance	-	108,272	-	-	-	-	-	-	-	108,272
2500 - Street Maintenance	-	-	415,699	-	-	-	62,816	1,500	73,329	553,344
2600 - Sidewalks	-	-	-	-	-	-	-	-	-	-
2650 - Business Improvement District	-	-	-	-	-	17,346	-	-	-	17,346
2700 - Park Improvement	-	-	-	-	5,052	-	-	-	-	5,052
2750 - Law Enforcement Joint Equipment	-	2,890	-	-	-	-	-	-	-	2,890
2820 - Gas Tax	-	-	110,931	-	-	-	-	-	-	110,931
2991 - American Rescue Plan	1,072,496	-	-	-	-	-	-	-	-	1,072,496
3002 - 2016 Fire Truck GOB	-	-	-	-	-	-	9,847	-	-	9,847
3003 - 2000 Fire Truck GOB	-	-	-	-	-	-	-	-	-	-
3200 - West End Tax Increment District	-	-	-	-	-	-	37,975	-	-	37,975
3400 - SID Revolving	-	-	-	-	-	-	-	-	-	-
3550 - SID 179 - West End	-	-	-	-	-	-	16,763	-	-	16,763
3955 - SID 180 - Carol Lane	-	-	-	-	-	-	-	-	-	-
4010 - Capital Improvement	-	-	-	-	-	-	-	-	-	-
4020 - Library Capital Improvement	-	-	-	-	-	-	-	-	-	-
4099 - Railroad Crossing Levy	-	-	-	-	-	-	-	-	-	-
5210 - Water Department	-	-	1,254,362	-	-	-	-	-	93,724	1,348,086
5310 - Sewer Department	-	-	1,416,083	-	-	-	383,283	-	124,963	1,924,328
5410 - Solid Waste Department	-	-	1,041,409	-	-	-	-	-	110,819	1,152,227
5510 - Ambulance Services	-	798,107	-	-	-	-	-	161	74,979	873,247
8010 - Perpetual Cemetery	-	-	-	-	-	-	-	-	-	-
TOTAL	\$ 1,802,730	\$ 2,814,500	\$ 4,471,369	\$ 47,183	\$ 718,271	\$ 123,769	\$ 544,836	\$ 10,632	\$ 741,606	\$ 11,274,896
% of Total	15.99%	24.96%	39.66%	0.42%	6.37%	1.10%	4.83%	0.09%	6.58%	100.00%
Budget	\$ 1,885,615	\$ 6,228,517	\$ 9,372,666	\$ 126,222	\$ 1,343,850	\$ 376,500	\$ 1,241,008	\$ 12,600	\$ 1,942,355	\$ 22,529,333
% of Budget Expended	95.60%	45.19%	47.71%	37.38%	53.45%	32.87%	43.90%	84.38%	38.18%	50.05%

1000 - General Fund Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
1000 - General Fund							
Revenues							
Taxes & Assessments	\$ 2,937,881	\$ 57,071	1.94%	\$ 1,324,920	45.10%	\$ 1,381,992	47.04%
Licenses & Permits	318,100	63,249	19.88%	82,697	26.00%	145,945	45.88%
Intergovernmental Revenue	1,828,369	313,953	17.17%	340,403	18.62%	654,357	35.79%
Charge for Services	113,900	72,189	63.38%	15,879	13.94%	88,069	77.32%
Fines & Forfeitures	106,500	25,406	23.86%	22,376	21.01%	47,782	44.87%
Miscellaneous Revenue	131,560	43,664	33.19%	53,584	40.73%	97,248	73.92%
Investment Earnings	2,500	572	22.90%	2,478	99.12%	3,050	122.02%
Other Financing Sources	423,248	-	0.00%	-	0.00%	-	0.00%
Transfers	1,080,719	268,736	24.87%	268,725	24.87%	537,461	49.73%
Total Revenue	6,942,777	844,841	12.17%	2,111,063	30.41%	2,955,904	42.58%
Expenditures							
Personnel & Benefits	4,770,981	969,621	20.32%	1,003,497	21.03%	1,973,118	41.36%
Operations	1,399,860	475,611	33.98%	258,363	18.46%	733,974	52.43%
Capital	302,050	125,944	41.70%	28,033	9.28%	153,977	50.98%
Debt Service	9,157	4,066	44.40%	-	0.00%	4,066	44.40%
Other Financing Uses	500,889	46,244	9.23%	175,267	34.99%	221,512	44.22%
Total Expenditures	6,982,937	1,621,486	23.22%	1,465,161	20.98%	3,086,646	44.20%
Expenditures by Function							
General Government	1,765,710	440,415	24.94%	289,819	16.41%	730,234	41.36%
Public Safety	3,599,791	784,034	21.78%	723,503	20.10%	1,507,537	41.88%
Public Works	462,957	173,350	37.44%	59,535	12.86%	232,885	50.30%
Public Health	144,664	23,421	16.19%	23,761	16.43%	47,183	32.62%
Culture & Recreation	582,465	191,338	32.85%	167,443	28.75%	358,781	61.60%
Debt Service	9,157	4,066	44.40%	-	0.00%	4,066	44.40%
Miscellaneous	9,904	(97,212)	-981.54%	99,028	999.87%	1,816	18.33%
Other Financing Uses	408,289	102,073	25.00%	102,072	25.00%	204,145	50.00%
Total Expenditures	6,982,937	1,621,486	23.22%	1,465,161	20.98%	3,086,646	44.20%
Fund Balance							
Beginning Fund Balance	2,779,870	2,868,318		2,091,674		2,868,318	
Revenue	6,942,777	844,841	12.17%	2,111,063	30.41%	2,955,904	42.58%
Expenditures	6,982,937	1,621,486	23.22%	1,465,161	20.98%	3,086,646	44.20%
Ending Fund Balance	2,739,710	2,091,674		2,737,576		2,737,576	

Special Revenue Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2190 - Comprehensive Liability							
Revenues							
Taxes & Assessments	\$ -	\$ 34	0.00%	\$ 2	0.00%	\$ 36	0.00%
Investment Earnings	-	6	0.00%	26	0.00%	31	0.00%
Total Revenue	-	39	0.00%	28	0.00%	67	0.00%
Expenditures							
Operations	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	21,000	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
General Government	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	21,002	21,060		21,099		21,060	
Revenue	-	39	0.00%	28	0.00%	67	0.00%
Expenditures	21,000	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	2	21,099		21,127		21,127	

Special Revenue Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2220 - Library							
Revenues							
Taxes & Assessments	130,371	1,213	0.93%	58,625	44.97%	59,838	45.90%
Intergovernmental Revenue	505,871	16,670	3.30%	16,670	3.30%	33,341	6.59%
Charge for Services	450	889	197.61%	11,851	2633.58%	12,740	2831.19%
Fines & Forfeitures	-	41	0.00%	368	0.00%	408	0.00%
Miscellaneous Revenue	1,000	-	0.00%	8	0.80%	8	0.80%
Investment Earnings	200	169	84.57%	635	317.54%	804	402.11%
Other Financing Sources	-	-	0.00%	-	0.00%	-	0.00%
Total Revenue	637,892	18,982	2.98%	88,158	13.82%	107,140	16.80%
Expenditures							
Personnel & Benefits	547,821	127,996	23.36%	120,666	22.03%	248,661	45.39%
Operations	169,131	72,178	42.68%	30,252	17.89%	102,430	60.56%
Capital	61,000	-	0.00%	133	0.22%	133	0.22%
Total Expenditures	777,952	200,173	25.73%	151,050	19.42%	351,224	45.15%
Expenditures by Function							
Culture & Recreation	733,636	189,094	25.77%	139,971	19.08%	329,066	44.85%
Other Financing Uses	44,316	11,079	25.00%	11,079	25.00%	22,158	50.00%
Total Expenditures	777,952	200,173	25.73%	151,050	19.42%	351,224	45.15%
Fund Balance							
Beginning Fund Balance	685,571	776,337		595,146		776,337	
Revenue	637,892	18,982	2.98%	88,158	13.82%	107,140	16.80%
Expenditures	777,952	200,173	25.73%	151,050	19.42%	351,224	45.15%
Ending Fund Balance	545,511	595,146		532,253		532,253	

Special Revenue Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2260 - Emergency/Disaster							
Revenues							
Taxes & Assessments	-	-	0.00%	16,532	0.00%	16,532	0.00%
Intergovernmental Revenue	-	-	0.00%	27,561	0.00%	27,561	0.00%
Total Revenue	-	-	0.00%	44,094	0.00%	44,094	0.00%
Expenditures							
Other Financing Uses		2,228	0.00%	4,928	0.00%	7,155	0.00%
Total Expenditures		2,228	0.00%	4,928	0.00%	7,155	0.00%
Expenditures by Function							
Miscellaneous		2,228	0.00%	4,928	0.00%	7,155	0.00%
Total Expenditures		2,228	0.00%	4,928	0.00%	7,155	0.00%
Fund Balance							
Beginning Fund Balance	-	(4,835)		(7,063)		(4,835)	
Revenue	-	-	0.00%	44,094	0.00%	44,094	0.00%
Expenditures	-	2,228	0.00%	4,928	0.00%	7,155	0.00%
Ending Fund Balance	-	(7,063)		32,104		32,104	

Special Revenue Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2300 - Dispatch							
Revenues							
Charge for Services	410,289	136,696	33.32%	104,822	25.55%	241,519	58.87%
Investment Earnings	100	10	9.55%	79	78.74%	88	88.29%
Other Financing Sources	482,407	102,073	21.16%	102,072	21.16%	204,145	42.32%
Total Revenue	892,796	238,779	26.75%	206,973	23.18%	445,752	49.93%
Expenditures							
Personnel & Benefits	725,499	179,425	24.73%	170,325	23.48%	349,750	48.21%
Operations	147,196	62,200	42.26%	23,233	15.78%	85,433	58.04%
Total Expenditures	890,695	241,625	27.13%	193,558	21.73%	435,184	48.86%
Expenditures by Function							
Public Safety	815,717	222,879	27.32%	174,814	21.43%	397,694	48.75%
Other Financing Uses	74,978	18,746	25.00%	18,744	25.00%	37,490	50.00%
Total Expenditures	890,695	241,625	27.13%	193,558	21.73%	435,184	48.86%
Fund Balance							
Beginning Fund Balance	293,031	59,552		56,706		59,552	
Revenue	892,796	238,779	26.75%	206,973	23.18%	445,752	49.93%
Expenditures	890,695	241,625	27.13%	193,558	21.73%	435,184	48.86%
Ending Fund Balance	295,132	56,706		70,120		70,120	

Special Revenue Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2310 - Urban Renewal District							
Revenues							
Taxes & Assessments	592,164	10,233	1.73%	270,905	45.75%	281,138	47.48%
Intergovernmental Revenue	40,967	-	0.00%	24,712	60.32%	24,712	60.32%
Investment Earnings	750	246	32.86%	1,188	158.38%	1,434	191.24%
Total Revenue	633,881	10,479	1.65%	296,805	46.82%	307,284	48.48%
Expenditures							
Operations	7,850	350	4.46%	106,073	1351.25%	106,423	1355.71%
Capital	492,000	-	0.00%	-	0.00%	-	0.00%
Debt Service	160,175	-	0.00%	30,088	18.78%	30,088	18.78%
Total Expenditures	660,025	350	0.05%	136,161	20.63%	136,511	20.68%
Expenditures by Function							
Housing & Community Devel.	499,500	350	0.07%	106,073	21.24%	106,423	21.31%
Debt Service	160,525	-	0.00%	30,088	18.74%	30,088	18.74%
Total Expenditures	660,025	350	0.05%	136,161	20.63%	136,511	20.68%
Fund Balance							
Beginning Fund Balance	492,998	771,815		781,944		771,815	
Revenue	633,881	10,479	1.65%	296,805	46.82%	307,284	48.48%
Expenditures	660,025	350	0.05%	136,161	20.63%	136,511	20.68%
Ending Fund Balance	466,854	781,944		942,589		942,589	

Special Revenue Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2372 - Permissive Health Insurance							
Revenues							
Taxes & Assessments	487,210	5,354	1.10%	205,293	42.14%	210,647	43.24%
Investment Earnings	150	10	6.89%	152	101.01%	162	107.91%
Total Revenue	487,360	5,365	1.10%	205,444	42.15%	210,809	43.26%
Expenditures							
Other Financing Uses	487,300	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	487,300	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
Other Financing Uses	487,300	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	487,300	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	42,243	38,686		44,051		38,686	
Revenue	487,360	5,365	1.10%	205,444	42.15%	210,809	43.26%
Expenditures	487,300	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	42,303	44,051		249,495		249,495	

Special Revenue Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2397 - CDBG Revolving Loan							
Revenues							
Investment Earnings	12,300	0	0.00%	1	0.01%	1	0.01%
Total Revenue	12,300	0	0.00%	1	0.01%	1	0.01%
Expenditures							
Operations	14,000	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	14,000	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
Housing & Community Devel.	14,000	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	14,000	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	735,756	736,270		736,270		736,270	
Revenue	12,300	0	0.00%	1	0.01%	1	0.01%
Expenditures	14,000	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	734,056	736,270		736,271		736,271	

Special Revenue Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2399 - Impact Fees							
Revenues							
Charge for Services	237,145	21,938	9.25%	15,747	6.64%	37,685	15.89%
Investment Earnings	500	463	92.68%	2,093	418.54%	2,556	511.22%
Total Revenue	237,645	22,401	9.43%	17,840	7.51%	40,241	16.93%
Expenditures							
Operations	-	-	0.00%	-	0.00%	-	0.00%
Capital	1,127,000	-	0.00%	25,372	2.25%	25,372	2.25%
Total Expenditures	1,127,000	-	0.00%	25,372	2.25%	25,372	2.25%
Expenditures by Function							
Public Safety	185,000	-	0.00%	-	0.00%	-	0.00%
Culture & Recreation	322,000	-	0.00%	25,372	7.88%	25,372	7.88%
Total Expenditures	1,127,000	-	0.00%	25,372	2.25%	25,372	2.25%
Fund Balance							
Beginning Fund Balance	913,857	843,892		866,293		843,892	
Revenue	237,645	22,401	9.43%	17,840	7.51%	40,241	16.93%
Expenditures	1,127,000	-	0.00%	25,372	2.25%	25,372	2.25%
Ending Fund Balance	24,502	866,293		858,761		858,761	

Special Revenue Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2400 - Light Maintenance							
Revenues							
Miscellaneous Revenue	149,885	3,481	2.32%	69,031	46.06%	72,512	48.38%
Investment Earnings	250	38	15.08%	87	34.62%	124	49.70%
Total Revenue	150,135	3,519	2.34%	69,117	46.04%	72,636	48.38%
Expenditures							
Operations	88,750	10,638	11.99%	19,993	22.53%	30,631	34.51%
Capital	62,000	31,041	50.07%	46,600	75.16%	77,641	125.23%
Total Expenditures	150,750	41,680	27.65%	66,593	44.17%	108,272	71.82%
Expenditures by Function							
Public Safety	150,750	41,680	27.65%	66,593	44.17%	108,272	71.82%
Total Expenditures	150,750	41,680	27.65%	66,593	44.17%	108,272	71.82%
Fund Balance							
Beginning Fund Balance	101,871	142,561		104,401		142,561	
Revenue	150,135	3,519	2.34%	69,117	46.04%	72,636	48.38%
Expenditures	150,750	41,680	27.65%	66,593	44.17%	108,272	71.82%
Ending Fund Balance	101,256	104,401		106,925		106,925	

Special Revenue Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2500 - Street Maintenance							
Revenues							
Licenses & Permits	10,000	6,393	63.93%	1,174	11.74%	7,566	75.66%
Charge for Services	500	334	66.81%	243	48.50%	577	115.31%
Miscellaneous Revenue	1,328,153	21,823	1.64%	615,978	46.38%	637,801	48.02%
Investment Earnings	200	150	74.87%	709	354.25%	858	429.12%
Other Financing Sources	52,385	-	0.00%	-	0.00%	-	0.00%
Total Revenue	1,391,238	28,699	2.06%	618,103	44.43%	646,802	46.49%
Expenditures							
Personnel & Benefits	622,463	108,278	17.40%	139,771	22.45%	248,049	39.85%
Operations	435,431	85,085	19.54%	66,405	15.25%	151,491	34.79%
Capital	161,854	-	0.00%	90,988	56.22%	90,988	56.22%
Debt Service	125,859	62,816	49.91%	-	0.00%	62,816	49.91%
Total Expenditures	1,345,607	256,180	19.04%	297,164	22.08%	553,344	41.12%
Expenditures by Function							
Public Works	1,071,591	155,200	14.48%	260,499	24.31%	415,699	38.79%
Debt Service	125,859	62,816	49.91%	-	0.00%	62,816	49.91%
Miscellaneous	1,500	1,500	100.00%	-	0.00%	1,500	100.00%
Other Financing Uses	146,657	36,664	25.00%	36,665	25.00%	73,329	50.00%
Total Expenditures	1,345,607	256,180	19.04%	297,164	22.08%	553,344	41.12%
Fund Balance							
Beginning Fund Balance	396,503	750,372		522,892		750,372	
Revenue	1,391,238	28,699	2.06%	618,103	44.43%	646,802	46.49%
Expenditures	1,345,607	256,180	19.04%	297,164	22.08%	553,344	41.12%
Ending Fund Balance	442,134	522,892		843,831		843,831	

Special Revenue Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2600 - Sidewalks							
Revenues							
Miscellaneous Revenue	60,545	12,091	19.97%	34,986	57.79%	47,077	77.76%
Investment Earnings	-	(8)	0.00%	3	0.00%	(4)	0.00%
Total Revenue	60,545	12,083	19.96%	34,990	57.79%	47,073	77.75%
Expenditures							
Capital	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
Public Works	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	(30,204)	(32,114)		(20,031)		(32,114)	
Revenue	60,545	12,083	19.96%	34,990	57.79%	47,073	77.75%
Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	30,341	(20,031)		14,959		14,959	

Special Revenue Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2650 - Business Improvement District							
Revenues							
Miscellaneous Revenue	44,150	2,037	4.61%	19,872	45.01%	21,909	49.62%
Investment Earnings	20	3	14.85%	20	98.65%	23	113.50%
Total Revenue	44,170	2,040	4.62%	19,891	45.03%	21,932	49.65%
Expenditures							
Operations	47,000	17,346	36.91%	-	0.00%	17,346	36.91%
Total Expenditures	47,000	17,346	36.91%	-	0.00%	17,346	36.91%
Expenditures by Function							
Housing & Community Devel.	47,000	17,346	36.91%	-	0.00%	17,346	36.91%
Total Expenditures	47,000	17,346	36.91%	-	0.00%	17,346	36.91%
Fund Balance							
Beginning Fund Balance	3,050	23,691		8,385		23,691	
Revenue	44,170	2,040	4.62%	19,891	45.03%	21,932	49.65%
Expenditures	47,000	17,346	36.91%	-	0.00%	17,346	36.91%
Ending Fund Balance	220	8,385		28,277		28,277	

Special Revenue Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2700 - Park Improvement							
Revenues							
Investment Earnings	-	19	0.00%	81	0.00%	100	0.00%
Total Revenue	-	19	0.00%	81	0.00%	100	0.00%
Expenditures							
Operations	-	-	0.00%	5,052	0.00%	5,052	0.00%
Total Expenditures	70,790	-	0.00%	5,052	7.14%	5,052	7.14%
Expenditures by Function							
Culture & Recreation	70,790	-	0.00%	5,052	7.14%	5,052	7.14%
Total Expenditures	70,790	-	0.00%	5,052	7.14%	5,052	7.14%
Fund Balance							
Beginning Fund Balance	70,793	70,817		70,836		70,817	
Revenue	-	19	0.00%	81	0.00%	100	0.00%
Expenditures	70,790	-	0.00%	5,052	7.14%	5,052	7.14%
Ending Fund Balance	3	70,836		65,865		65,865	

Special Revenue Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2750 - Law Enforcement Joint Equipment							
Revenues							
Investment Earnings	20	2	8.30%	6	29.40%	8	37.70%
Total Revenue	20	2	8.30%	6	29.40%	8	37.70%
Expenditures							
Operations	6,592	743	11.28%	2,147	32.57%	2,890	43.85%
Total Expenditures	6,592	743	11.28%	2,147	32.57%	2,890	43.85%
Expenditures by Function							
Public Safety	6,592	743	11.28%	2,147	32.57%	2,890	43.85%
Total Expenditures	6,592	743	11.28%	2,147	32.57%	2,890	43.85%
Fund Balance							
Beginning Fund Balance	6,573	6,559		5,817		6,559	
Revenue	20	2	8.30%	6	29.40%	8	37.70%
Expenditures	6,592	743	11.28%	2,147	32.57%	2,890	43.85%
Ending Fund Balance	1	5,817		3,676		3,676	

Special Revenue Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2820 - Gas Tax							
Revenues							
Intergovernmental Revenue	507,896	38,206	7.52%	231,102	45.50%	269,308	53.02%
Charge for Services	150	-	0.00%	-	0.00%	-	0.00%
Investment Earnings	100	39	38.66%	287	286.79%	325	325.45%
Total Revenue	508,146	38,245	7.53%	231,389	45.54%	269,633	53.06%
Expenditures							
Operations	176,500	64,475	36.53%	46,456	26.32%	110,931	62.85%
Capital	357,896	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	534,396	64,475	12.06%	46,456	8.69%	110,931	20.76%
Expenditures by Function							
Public Works	534,396	64,475	12.06%	46,456	8.69%	110,931	20.76%
Total Expenditures	534,396	64,475	12.06%	46,456	8.69%	110,931	20.76%
Fund Balance							
Beginning Fund Balance	26,815	173,254		147,024		173,254	
Revenue	508,146	38,245	7.53%	231,389	45.54%	269,633	53.06%
Expenditures	534,396	64,475	12.06%	46,456	8.69%	110,931	20.76%
Ending Fund Balance	565	147,024		331,956		331,956	

Special Revenue Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
2991 - American Rescue Plan							
Revenues							
Intergovernmental Revenue	1,912,682	-	0.00%	1,918,675	100.31%	1,918,675	100.31%
Investment Earnings	750	506	67.48%	1,770	236.02%	2,276	303.50%
Total Revenue	1,913,432	506	0.03%	1,920,445	100.37%	1,920,951	100.39%
Expenditures							
Operations	-	-	0.00%	1,072,496	0.00%	1,072,496	0.00%
Other Financing Uses	1,914,367	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	1,914,367	-	0.00%	1,072,496	56.02%	1,072,496	56.02%
Expenditures by Function							
General Government	-	-	0.00%	1,072,496	0.00%	1,072,496	0.00%
Other Financing Uses	1,914,367	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	1,914,367	-	0.00%	1,072,496	56.02%	1,072,496	56.02%
Fund Balance							
Beginning Fund Balance	935	1,096		1,602		1,096	
Revenue	1,913,432	506	0.03%	1,920,445	100.37%	1,920,951	100.39%
Expenditures	1,914,367	-	0.00%	1,072,496	56.02%	1,072,496	56.02%
Ending Fund Balance	-	1,602		849,551		849,551	

Debt Service Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
3002 - 2016 Fire Truck General Obligation Bond							
Revenues							
Taxes & Assessments	\$ 51,224	\$ 689	1.34%	\$ 21,503	41.98%	\$ 22,192	43.32%
Investment Earnings	25	7	26.96%	35	141.56%	42	168.52%
Total Revenue	51,249	696	1.36%	21,539	42.03%	22,234	43.38%
Expenditures							
Operations	400	-	0.00%	400	100.00%	400	100.00%
Debt Service	48,894	-	0.00%	9,447	19.32%	9,447	19.32%
Total Expenditures	49,294	-	0.00%	9,847	19.98%	9,847	19.98%
Expenditures by Function							
Debt Service	49,294	-	0.00%	9,847	19.98%	9,847	19.98%
Total Expenditures	49,294	-	0.00%	9,847	19.98%	9,847	19.98%
Fund Balance							
Beginning Fund Balance	27,851	25,522		26,218		25,522	
Revenue	51,249	696	1.36%	21,539	42.03%	22,234	43.38%
Expenditures	49,294	-	0.00%	9,847	19.98%	9,847	19.98%
Ending Fund Balance	29,806	26,218		37,909		37,909	

Debt Service Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
3003 - 2000 Fire Truck General Obligation Bond							
Revenues							
Taxes & Assessments	-	20	0.00%	0	0.00%	20	0.00%
Investment Earnings	-	1	0.00%	7	0.00%	8	0.00%
Total Revenue	-	21	0.00%	7	0.00%	28	0.00%
Expenditures							
Debt Service	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
Debt Service	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	5,280	5,299		5,320		5,299	
Revenue	-	21	0.00%	7	0.00%	28	0.00%
Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	5,280	5,320		5,327		5,327	

Debt Service Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
3200 - West End Tax Increment District							
Revenues							
Taxes & Assessments	155,000	-	0.00%	61,504	39.68%	61,504	39.68%
Intergovernmental Revenue	13,189	-	0.00%	7,508	56.93%	7,508	56.93%
Investment Earnings	1,000	144	14.38%	655	65.52%	799	79.89%
Total Revenue	169,189	144	0.08%	69,667	41.18%	69,811	41.26%
Expenditures							
Operations	483,000	-	0.00%	-	0.00%	-	0.00%
Debt Service	76,313	-	0.00%	37,975	49.76%	37,975	49.76%
Total Expenditures	559,313	-	0.00%	37,975	6.79%	37,975	6.79%
Expenditures by Function							
Public Works	483,000	-	0.00%	-	0.00%	-	0.00%
Debt Service	76,313	-	0.00%	37,975	49.76%	37,975	49.76%
Total Expenditures	559,313	-	0.00%	37,975	6.79%	37,975	6.79%
Fund Balance							
Beginning Fund Balance	540,469	546,398		546,542		546,398	
Revenue	169,189	144	0.08%	69,667	41.18%	69,811	41.26%
Expenditures	559,313	-	0.00%	37,975	6.79%	37,975	6.79%
Ending Fund Balance	150,345	546,542		578,234		578,234	

Debt Service Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
3400 - SID Revolving							
Revenues							
Investment Earnings	50	6	12.86%	29	57.72%	35	70.58%
Total Revenue	50	6	12.86%	29	57.72%	35	70.58%
Expenditures							
Other Financing Uses	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
Other Financing Uses	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	24,425	24,398		24,404		24,398	
Revenue	50	6	12.86%	29	57.72%	35	70.58%
Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	24,475	24,404		24,433		24,433	

Debt Service Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
3550 - SID 179 - West End							
Revenues							
Miscellaneous Revenue	29,836	-	0.00%	14,918	50.00%	14,918	50.00%
Investment Earnings	20	11	52.70%	44	219.85%	55	272.55%
Total Revenue	29,856	11	0.04%	14,962	50.11%	14,973	50.15%
Expenditures							
Debt Service	33,244	-	0.00%	16,763	50.42%	16,763	50.42%
Total Expenditures	33,244	-	0.00%	16,763	50.42%	16,763	50.42%
Expenditures by Function							
Debt Service	33,244	-	0.00%	16,763	50.42%	16,763	50.42%
Total Expenditures	33,244	-	0.00%	16,763	50.42%	16,763	50.42%
Fund Balance							
Beginning Fund Balance	39,954	39,967		39,978		39,967	
Revenue	29,856	11	0.04%	14,962	50.11%	14,973	50.15%
Expenditures	33,244	-	0.00%	16,763	50.42%	16,763	50.42%
Ending Fund Balance	36,566	39,978		38,177		38,177	

Debt Service Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
3955 - SID 180 - Carol Lane							
Revenues							
Miscellaneous Revenue	3,195	-	0.00%	1,331	41.67%	1,331	41.67%
Investment Earnings	-	0	0.00%	3	0.00%	3	0.00%
Total Revenue	3,195	0	0.01%	1,334	41.75%	1,334	41.77%
Expenditures							
Other Financing Uses	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
Other Financing Uses	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	1,701	1,700		1,700		1,700	
Revenue	3,195	0	0.01%	1,334	41.75%	1,334	41.77%
Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	4,896	1,700		3,034		3,034	

Capital Improvement Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
4010 - Capital Improvement							
Revenues							
Investment Earnings	\$ 50	\$ 31	62.54%	\$ 140	280.58%	\$ 172	343.12%
Total Revenue	50	31	62.54%	140	280.58%	172	343.12%
Expenditures							
Capital	110,000	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	110,000	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
General Government	110,000	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	110,000	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	118,563	118,619		118,633		118,619	
Revenue	50	14	27.66%	140	280.58%	172	343.12%
Expenditures	110,000	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	8,613	118,633		118,773		118,791	

Capital Improvement Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
4020 - Library Capital Improvement							
Revenues							
Investment Earnings	50	7	13.38%	30	60.02%	37	73.40%
Total Revenue	50	7	13.38%	30	60.02%	37	73.40%
Expenditures							
Capital	25,500	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	25,500	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
Culture & Recreation	25,500	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	25,500	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	25,456	25,378		25,425		25,378	
Revenue	50	47	93.02%	30	60.02%	37	73.40%
Expenditures	25,500	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	6	25,425		25,455		25,415	

Capital Improvement Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
4099 - Railroad Crossing Levy							
Revenues							
Taxes & Assessments	-	22	0.00%	-	0.00%	22	0.00%
Investment Earnings	-	0	0.00%	1	0.00%	1	0.00%
Total Revenue	-	22	0.00%	1	0.00%	23	0.00%
Expenditures							
Debt Service	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
Debt Service	-	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	2	13		35		13	
Revenue	-	22	0.00%	1	0.00%	23	0.00%
Expenditures	-	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	2	35		36		36	

Enterprise Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
5210 - Water							
Revenues							
Charge for Services	\$ 1,985,568	\$ 778,153	39.19%	\$ 422,221	21.26%	\$ 1,200,374	60.45%
Investment Earnings	850	499	58.75%	2,106	247.73%	2,605	306.48%
Other Financing Sources	-	-	0.00%	-	0.00%	-	0.00%
Total Revenue	1,986,418	778,652	39.20%	424,327	21.36%	1,202,979	60.56%
Expenditures							
Personnel & Benefits	634,048	128,886	20.33%	144,877	22.85%	273,763	43.18%
Operations	741,487	183,349	24.73%	171,888	23.18%	355,237	47.91%
Capital	781,215	642,944	82.30%	76,143	9.75%	719,086	92.05%
Total Expenditures	2,156,750	955,178	44.29%	392,908	18.22%	1,348,086	62.51%
Expenditures by Function							
Public Works	1,967,806	908,314	46.16%	346,048	17.59%	1,254,362	63.74%
Miscellaneous	1,500	-	0.00%	-	0.00%	-	0.00%
Other Financing Uses	187,444	46,864	25.00%	46,860	25.00%	93,724	50.00%
Total Expenditures	2,156,750	955,178	44.29%	392,908	18.22%	1,348,086	62.51%
Working Capital							
Beginning Working Capital	1,558,723	2,145,208		1,968,682		2,145,208	
Revenue	1,986,418	778,652	39.20%	424,327	21.36%	1,202,979	60.56%
Expenditures	2,156,750	955,178	44.29%	392,908	18.22%	1,348,086	62.51%
Ending Working Capital	1,388,391	1,968,682		2,000,101		2,000,101	

Enterprise Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
5310 - Sewer							
Revenues							
Intergovernmental Revenue	313,000	-	0.00%	-	0.00%	-	0.00%
Charge for Services	2,961,571	758,920	25.63%	691,775	23.36%	1,450,695	48.98%
Miscellaneous Revenue	-	15,000	0.00%	-	0.00%	15,000	0.00%
Investment Earnings	1,000	683	68.31%	2,482	248.22%	3,165	316.54%
Total Revenue	3,275,571	774,603	23.65%	694,258	21.20%	1,468,861	44.84%
Expenditures							
Personnel & Benefits	750,332	165,319	22.03%	166,080	22.13%	331,398	44.17%
Operations	941,988	231,787	24.61%	190,779	20.25%	422,566	44.86%
Capital	1,002,035	727,303	72.58%	59,778	5.97%	787,081	78.55%
Debt Service	765,612	40,650	5.31%	342,633	44.75%	383,283	50.06%
Total Expenditures	3,459,967	1,165,059	33.67%	759,269	21.94%	1,924,328	55.62%
Expenditures by Function							
Public Works	2,442,530	1,061,927	43.48%	354,156	14.50%	1,416,083	57.98%
Debt Service	766,012	40,650	5.31%	342,633	44.73%	383,283	50.04%
Other Financing Uses	249,925	62,482	25.00%	62,481	25.00%	124,963	50.00%
Total Expenditures	3,459,967	1,165,059	33.67%	759,269	21.94%	1,924,328	55.62%
Working Capital							
Beginning Working Capital	1,632,674	1,619,413		1,228,957		1,619,413	
Revenue	3,275,571	774,603	23.65%	694,258	21.20%	1,468,861	44.84%
Expenditures	3,459,967	1,165,059	33.67%	759,269	21.94%	1,924,328	55.62%
Ending Working Capital	1,448,278	1,228,957		1,163,946		1,163,946	

Enterprise Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
5410 - Solid Waste							
Revenues							
Charge for Services	2,342,818	721,764	30.81%	604,684	25.81%	1,326,447	56.62%
Investment Earnings	1,000	203	20.32%	902	90.16%	1,105	110.48%
Total Revenue	2,343,818	721,967	30.80%	605,585	25.84%	1,327,552	56.64%
Expenditures							
Personnel & Benefits	715,191	177,015	24.75%	182,765	25.55%	359,780	50.31%
Operations	1,251,621	331,135	26.46%	308,836	24.67%	639,971	51.13%
Capital	412,500	8,850	2.15%	143,626	34.82%	152,476	36.96%
Total Expenditures	2,379,312	517,000	21.73%	635,227	26.70%	1,152,227	48.43%
Expenditures by Function							
Public Works	2,156,177	461,590	21.41%	579,818	26.89%	1,041,409	48.30%
Other Financing Uses	221,635	55,410	25.00%	55,409	25.00%	110,819	50.00%
Total Expenditures	2,379,312	517,000	21.73%	635,227	26.70%	1,152,227	48.43%
Working Capital							
Beginning Working Capital	671,525	859,838		1,064,804		859,838	
Revenue	2,343,818	721,967	30.80%	605,585	25.84%	1,327,552	56.64%
Expenditures	2,379,312	517,000	21.73%	635,227	26.70%	1,152,227	48.43%
Ending Working Capital	636,031	1,064,804		1,035,163		1,035,163	

Enterprise Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
5510 - Ambulance Services							
Revenues							
Taxes & Assessments	37,193	2,824	7.59%	16,749	45.03%	19,573	52.63%
Intergovernmental Revenue	264,954	3,334	1.26%	3,334	1.26%	6,668	2.52%
Charge for Services	2,136,400	328,984	15.40%	356,305	16.68%	685,289	32.08%
Investment Earnings	500	291	58.20%	1,234	246.83%	1,525	305.03%
Total Revenue	2,439,047	335,433	13.75%	377,623	15.48%	713,056	29.24%
Expenditures							
Personnel & Benefits	1,518,945	322,822	21.25%	294,554	19.39%	617,376	40.65%
Operations	442,752	145,014	32.75%	86,872	19.62%	231,886	52.37%
Capital	190,000	23,984	12.62%	-	0.00%	23,984	12.62%
Total Expenditures	2,151,697	491,821	22.86%	381,426	17.73%	873,247	40.58%
Expenditures by Function							
Public Safety	2,001,742	454,168	22.69%	343,938	17.18%	798,107	39.87%
Miscellaneous	-	161	0.00%	-	0.00%	161	0.00%
Other Financing Uses	149,955	37,491	25.00%	37,488	25.00%	74,979	50.00%
Total Expenditures	2,151,697	491,821	22.86%	381,426	17.73%	873,247	40.58%
Working Capital							
Beginning Working Capital	1,255,642	1,562,404		1,406,017		1,562,404	
Revenue	2,439,047	335,433	13.75%	377,623	15.48%	713,056	29.24%
Expenditures	2,151,697	491,821	22.86%	381,426	17.73%	873,247	40.58%
Ending Working Capital	1,542,992	1,406,017		1,402,213		1,402,213	

Permanent Funds Summary

FUND	FY 2023 Budget	Quarter Ended September 2022		Quarter Ended December 2022		Year Ended June 2023	
		Received/ Expended	% of Budget	Received/ Expended	% of Budget	Received/ Expended	% of Budget
8010 - Perptual Cemetery							
Revenues							
Charge for Services	\$ 2,500	\$ 50	2.00%	\$ 50	2.00%	\$ 100	4.00%
Investment Earnings	1,500	67	4.44%	299	19.93%	366	24.37%
Total Revenue	4,000	117	2.92%	349	8.72%	466	11.64%
Expenditures							
Other Financing Uses	1,500	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	1,500	-	0.00%	-	0.00%	-	0.00%
Expenditures by Function							
Other Financing Uses	1,500	-	0.00%	-	0.00%	-	0.00%
Total Expenditures	1,500	-	0.00%	-	0.00%	-	0.00%
Fund Balance							
Beginning Fund Balance	251,233	252,634		252,751		252,634	
Revenue	4,000	117	2.92%	349	8.72%	466	11.64%
Expenditures	1,500	-	0.00%	-	0.00%	-	0.00%
Ending Fund Balance	253,733	252,751		253,100		253,100	

Date: 02/07/2023
To: Chair Nootz and City Commissioners
From: Jennifer Severson, Planning Director

Staff Report for Approving Appointment of Amy Schilling to the City of Livingston Planning Board

Recommendation and Summary

The Planning Board is recommending the Commission approve the appointment of Amy Schilling to the Planning Commission as a non-freeholder member by adopting the following motion:

“I move to approve the Planning Board’s request to appoint Amy Schilling as a member of the Planning Board.”

The reasons for the recommendation are as follows:

- Chapter 27 of the Livingston Municipal Code establishes the City Planning Board and provides that the Planning Board shall nominate candidates for consent of the City Commission.
- Ms. Schilling was the sole qualifying applicant for the position and the Planning Board discussed her interests in the position at its January 18 meeting.
- The Planning Board determine that the recommended candidate’s stated interest in participating in the City’s planning process and her perspective will enable her to successfully serve as a member of the City’s Planning Board.

Introduction and History

Chapter 27 of the Livingston Municipal Code establishes a seven-member Planning Board and provides that the Planning Board shall nominate candidates for approval by the City Commission. The Planning Board serves to advise the City Commission by proposing policies for subdivision plats; development of public ways, places, structures and utilities; issuance of improvement location permits; and laying out public ways and services. At the direction of the City Commission, the Planning Board is also responsible for the preparation of a Growth Policy to promote public health, safety, morals, convenience, general welfare, efficiency and the economy

Analysis

Currently, one vacancy exists on the Planning Board. Filling this vacancy will meet the membership requirements of the Planning Board to have seven members and will provide an additional perspective during analysis and discussion of projects under review by the Planning Board. Filling this vacancy will enable the Planning Board to more effectively perform its function

to advise the City Commission about proposed development that falls under Planning Board purview.

Amy Schilling is a non-freeholder resident of the City of Livingston. She is a Director of Human Resources who has a keen interest in helping shape growth and development in the City while balancing the rights of individual citizens with the common good. Her interests will support the Planning Board's work to advise the City Commission on planning and development proposals.

Fiscal Impact

The Planning Board is an uncompensated Board of the City of Livingston so there is no fiscal impact from filling the vacancy.

Strategic Alignment

This appointment will help the City of Livingston fulfill its requirements under the Livingston Municipal Code.

Attachments

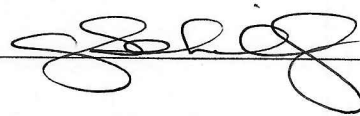
- Attachment A: Amy Schilling Planning Board Application

City of Livingston
Application for Appointed Office
(Revised 8/09/2022)

Appointed Position Seeking: City Planning Board

Date of Application: October 25, 2022

Name: Amy Schilling

Signed: 

Address: 310 South 2nd Street

Telephone: daytime 406-223-2244

after 5:00 p.m.: 406-223-2244

Fax Number: _____

e-mail address: amyschilling406@gmail.com

- 1. Are you a resident of the City of Livingston? Yes
- 2. Are you a registered voter? Yes
- 3. Will you be at least 18 years of age at the time of the appointment? Yes
- 4. Describe the reasons you are interested in this appointment: See attached

- 5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:
 - A. Occupation: Director of Human Resources
 - B. Education: B.A. Economics
 - C. Experience: _____

(please attach a detailed resume if desired)

- 6. Have you served on any previous boards or in any governmental positions in the past? No
- 7. Are you currently serving on any Community Boards? No
 - A. If yes, please describe those boards. No
- 8. Current Employer? Ressler Motors
- 9. Are you available for night meetings? Yes
- 10. Are you available for daytime meetings? Occasionally
- 11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? No
- 12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? See attached
See attached
See attached

THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.

Return completed paper applications to Faith Kinnick at fkinnick@livingstonmontana.org or drop off in person at Livingston City Hall, 220 E. Park Street, Livingston.

4. I would like to offer input regarding the growth of our community, while balancing individual rights and the common good.

12. I believe that having a conflict-of-interest policy that defines expectations and requires the disclosure of potential conflicts is imperative. Once a disclosure is made it may be necessary for a person to remain neutral on certain topics or choose not to participate in decision making.

Amy Schilling, PHR, SHRM-CP

310 South 2nd Street, Livingston, Montana 59047

406-223-2244

amyschilling406@gmail.com

EXECUTIVE SUMMARY

Accomplished Human Resources professional with experience in human resources strategies and operations. Extensive experience in employee relations, recruitment, onboarding, performance management, and human resources operations.

PROFESSIONAL EXPERIENCE

RESSLER MOTORS, Bozeman, Montana

December 2018 – Present

Large automotive group with five locations, six OEMs and 425 employees.

Director of Human Resources

December 2018 – Present

Responsible for the areas of employee relations, recruitment, benefit programs, employee records, workers' compensation reports, and payroll.

PIONEER MEDICAL CENTER, Big Timber, Montana

April 2017 – December 2018

Twenty-five bed Critical Access Hospital, Rural Health Clinic and Assisted Living facility with 135 employees.

Director of Human Resources

April 2017 – December 2018

Responsible for the areas of employee relations, recruitment and new employee orientation, benefit programs, employee records, workers' compensation reports, and payroll.

- Coach management members on employee relations while balancing the needs of the organization and maintaining high employee moral
- Support management with staffing strategic planning and succession plans
- Assist in recruiting efforts to attract top candidates from local and national labor markets
- Review, update and implement organizational policies and procedures
- Implemented Stay Interviews and employee rounding
- Increased employee engagement score by 11% in first year by implementing practices to increase employee satisfaction

LIVINGSTON HEALTHCARE, Livingston, Montana

November 2008 – July 2017

Twenty-five bed Critical Access Hospital and Rural Health Clinic with 340 employees.

HR Generalist

May 2011 – July 2017

Served as a HR Business Partner to 20+ leaders. Consistently influences Leadership team to achieve the Standards of Excellence and hold all employees accountable while working to achieve a high satisfaction score in Employee Engagement.

- Worked collaboratively with the Executive Leadership Team and the Employer of Choice Committee to revamp the Employee Evaluation process, to be pay for performance and focus on organizational goals
- Designed and conducted new employee orientation and continues to manage onboarding process for all new employees
- Lead the Employer of Choice Committee; revised and implement the Standard of Excellence
- Plan, coordinate and facilitate Years of Service Awards, Employee Picnic and Employee Holiday Party
- Track and maintain workers' compensation claims
- Participate in salary surveys and create pay scales
- Maintain up-to-date knowledge of state and federal laws including FMLA, ADA and FLSA

- Point person on the implementation of ADP and KRONOS
- Active Member of Safety Committee and Employer of Choice Committee

Interim HR Director**May 2015 – August 2015**

Leadership and management responsibility for the HR and payroll functions for the organization.

- Direct oversight and development of two HR staff
- Contributed to the planning and execution of the organizations strategic plan
- Worked with department managers to establish pay ranges and appropriate pay for employees
- Prepared annual operating budget
- Coached and assisted managers with staff disciplinary issues
- Supported and modeled behavior consistent with the mission, vision and values of the organization

HR Assistant**November 2008 – May 2011**

Provided administrative support to the HR Director and Human Resources team.

- Prepared and processed payroll
- Assisted department managers with the creation and development of policies and job descriptions
- Prepared new employee files and enter information into HRIS systems
- Maintain OSHA Logs
- Verified I-9 documentation and maintained current information
- Assisted HR Director with research projects including annual competency training modules

FAY RANCHES, Bozeman, Montana**October 2005 – September 2008**

Recreational ranch brokerage specializing in hunting and fishing properties.

Administrative Assistant

Involved in ~\$85 million annual real estate transactions

- Managed contracts and researched titles
- Drafted buy/sell agreements and listing contracts
- Created marketing copy and Publisher documents for advertising
- Reviewed and contacted computer-generated leads
- Coordinated logistics for buyers and sellers
- Provided customer and client accountability reports
- Reviewed and updated various working procedures
- Created written documents and policies for employee handbook
- Led weekly employee meetings

EDUCATION

Bachelor of Arts, Business Economics
Wofford College, Spartanburg, South Carolina

May 2002

ACCOMPLISHMENTS AND COMMUNITY INVOLVEMENT
--

Montana Hospital Association Leadership Institute Grant Recipient
Member, The Benevolent and Protective Order of Elks
President, Joe Brooks Trout Unlimited Board of Directors
Member, Chicks n Chaps
Secretary, Joe Brooks Trout Unlimited Board of Directors
Montana Hospital Association Leadership Institute Grant Recipient
ASHHRA & Healthcare Source New-to-the-Profession Grant Recipient

2018
Current
2014-2015
2013-2015
2012-2013
2012
2010

Date: 2/2/2022
To: Chair Nootz and City Commissioners
From: Grant Gager, City Manager

Staff Report for Approving Appointment of Meet Patel, Doug Braham, and Melinda Zoeckler to the Tourism Business Improvement District.

Recommendation and Summary

The City Manager is recommending the Commission approve the appointment Navitkumar “Meet” Patel owner of the Country Motor Inn, Doug Braham, principal owner of Fairfield Inn and Home 2 Suites and Melinda Zoeckler, Assistant GM of the Fairfield Inn & Suites to serve on the Tourism Business Improvement District Board by adopting the following motion:

“I move to approve the City Manager’s request to appoint the Meet Patel, Doug Braham and Melinda Zoeckler, to serve on the Tourism Business Improvement District, as recommended by the TBID board.”

The reasons for the recommendation are as follows:

- Section 2 of the TBID By-laws dictate the board of directors shall nominate candidates for appointment to the board with consent of the City Commission.

Introduction and History

TBID By-laws approved by the City Commission in 2019, established a 5-7-member TBID Board of Directors and provides that the Board shall submit the names of any nominee(s) to the City Commission, at any time, as directed by the board, and approved by the Governing body.

Analysis

Pending City Commission approval, the full board would then be a balance of three members representing larger lodging properties and four representing smaller and medium lodging, including a Motor Inn for the first time and a property under development that will greatly increase Livingston's available rooms.

TBID Bylaws require a balance of representatives from small, medium, and larger properties and this mix of TBID Board representatives would meet this goal.

Fiscal Impact

The TBID is an uncompensated Board of volunteers so there is no fiscal impact from filling the vacancy.

Attachments

- Attachment A: TBID Applications received

From: [Kris King](#)
To: [Faith Kinnick](#)
Subject: TBID Board Member Applications and TBID Board Votes
Date: Monday, January 30, 2023 6:02:21 PM
Attachments: [2023 TBID Board applications for Commission.pdf](#)

Hi Faith, the full January TBID meeting minutes are attached with the three board applications nominated and voted on by the board - but the relevant part of the minutes is below in brief with an explanation of how this proposed full board membership balances between large, medium and small lodging as required by TBID bylaws:

TBID MEETING MINUTES

January 17, 2023, 11 am Via Zoom

Discussion/Action Items

A. Review and vote on TBID Board applications – Board nominations to fill the three available openings; *Zoe nominated Navitkumar “Meet” Patel owner of the Country Motor Inn, who has 3 years of experience on the Lewistown TBID/Second by Cassandra/Verbal All in Favor/None Opposed. Zoe nominated Doug Braham, principal owner of Fairfield Inn and Home2 Suites under construction/Second by Cassandra/Verbal All in Favor/None Opposed. Zoe nominated Melinda Zoeckler, AGM of the Fairfield Inn & Suites/Second by Cassandra/Verbal All in Favor/None Opposed.* These recommendations and their applications will be sent to the Livingston City Commission for their approval. **Pending City Commission approval, the full board would then be a balance of three members representing larger lodging properties and four representing smaller and medium lodging, including a Motor Inn for the first time and a property under development that will greatly increase Livingston's available rooms. TBID Bylaws require a balance of representatives from small, medium, and larger properties and this mix of TBID Board representatives would meet this goal.**

Thanks! Kris & the TBID Board

--

Kris King, EXECUTIVE DIRECTOR

Explore Livingston, Tourism Business

Improvement District

PHONE [406.224.3904](tel:406.224.3904)

EMAIL info@explorelivingstonmt.com

WEBSITE explorelivingstonmt.com

OFFICE 124 South Main Street, Suite
210, Downtown

MAIL PO Box 348, Livingston, MT 59047



TBID MEETING MINUTES

January 17, 2023, 11 am Via Zoom

Roll Call: (alphabetical order)

Present – Cassandra Harris, Kathleen Kaul, Zoe Randall, Alex Reichert

Also Present - Executive Director Kris King

Guests – Doug Braham, Patricia Grabow, Meet Patel

Public Comment – Patricia Grabow of the Grabow Hotel, TBID Board applicant, gave comment about her TBID Board application and list of tourism components in a letter she shared with the TBID board today. Meet Patel of the Country Motor Inn, TBID Board applicant, introduced himself and expressed interest in the Board.

Discussion/Action Items

- A. **Review and vote on TBID Board applications** – Board nominations to fill the three available openings; *Zoe nominated Navitkumar “Meet” Patel owner of the Country Motor Inn, who has 3 years of experience on the Lewistown TBID/Second by Cassandra/Verbal All in Favor/None Opposed. Zoe nominated Doug Braham, principal owner of Fairfield Inn and Home2 Suites under construction/Second by Cassandra/Verbal All in Favor/None Opposed. Zoe nominated Melinda Zoeckler, AGM of the Fairfield Inn & Suites/Second by Cassandra/Verbal All in Favor/None Opposed.* These recommendations and their applications will be sent to the Livingston City Commission for their approval. **Pending City Commission approval, the full board would then be a balance of three members representing larger lodging properties and four representing smaller and medium lodging, including a Motor Inn for the first time and a property under development that will greatly increase Livingston's available rooms. TBID Bylaws require a balance of representatives from small, medium, and larger properties and this mix of TBID Board representatives would meet this goal.**
- B. **Review/Modify/Approve** Past Meeting Minutes. *Motion to approve previous meeting minutes by Zoe/Second by Cassandra/Approved Unanimously.*
- C. **Marketing/Sponsorship Opportunities;** Park County Recreational Rink (PCRR) sponsorship opportunity; sponsored them last year at the \$600 level and our banner was up at the rink. Their new hours in year two are extended to 9 am – 9 pm when it’s cold enough for the ice, skating is free and they have free skate rentals, and we’ve been marketing the rink as one of our winter destination activities. Discussed a variety of aspects about what would it take for them to be open even on warmer days, notifications of when they are open displayed at hotels, and other ways to strengthen accessibility to travelers and groups. *Motion to approve \$400 sponsorship of the PCRR by Alex/Second by Zoe and Cassandra/Approved Unanimously.* The CVB has completed our Winter campaign and paid ads, discussed TBID underwriting any further Spring ads. Opportunities to continue campaigns with MQ, *Travel, Taste + Tour* magazines. Kathleen spoke as a MQ advertiser that it reaches a targeted audience interested in Montana and people keep the issues around for an extended period. *Motion to do quarter page ad in MQ by Alex/Second by Zoe/Approved Unanimously.* *Travel, Taste + Tour* opportunity for \$2,000 full

page ad in first third of the magazine plus dedicated Livingston website content and social media ads. Reviewed recent *Travel, Taste + Tour* winter print ad and social media traction, will use similar style with should season image and “Explore Like a Local” content. *Motion to approve ad by Zoe/Second by Cassandra/Approved Unanimously*. Shane Center program discounted ad offer since TBID is sponsor of two musicals. Discussed the strategy of a half page ad that fits all TBID hotel logos, TBID logo, and QR code linking to hotel page on website. *Motion to approve ad by Zoe/Second by Cassandra/Approved Unanimously*. Also discussed cross promotion of Shane Center tickets and booking TBID hotel rooms since the shows run late into the evening.

Update on Business Items of Interest

- A. **Executive Director Report** – As requested at the last meeting, Kris made a report on the difference between the groups Tourism Matters to Montana and Voices of Montana Tourism; Voices is strictly education and outreach as a 501c3 and is not allowed to lobby or take positions on legislation. Tourism Matters to Montana does take positions on legislation as a 501c6 and communicates directly with CVB, TBID, DMOs about advocating for the travel economy. Montana Hospitality Lodging Assoc. is also a 501c6 that tracks and monitor bills that impact lodging properties and has a broader set of bills they are watching, and communicates with lodging property owners and managers. Tourism Matters has weekly meetings during the legislative session, works closely with the other two groups (and Dax and Stuart), and keeps us informed and engaged on legislative and other issues impacting tourism – there are thousands of bills being proposed and this group is the one keeping us informed of crucial issues. *Motion to approve funding Tourism Matters to Montana at \$1,000 level by Alex/Second by Zoe/Approved Unanimously*. Discussed any changes to Explore Livingston folded QR code business card for visitors, whether to change up image or keep Downtown rainbow. Decided to keep it as is and do our fourth reprinting to meet hotel demand. Requested Board members to fill out statewide Montana Destination Resilience Assessment survey, due 1/31/23. Discussed upcoming Tourism Advisory Committee meeting and Governor’s Conference, SB-145 letter, and Tourism Solutions Roundtable group priority ideas for bed tax fund balance. The City of Livingston Public Works Department shared a thank you post for the TBIDs funding for shutting downtown streets for the Holiday Stroll. CVB is partnering on a Commerce grant application again for the Yellowstone Harvest Festival 9/9-10/2023. Feedback is requested from Board Members on Light Up Livingston for next year.
- B. **Additional New Business from Board Members** – Clarified that TBID Board applications not nominated are kept on file for consideration for future board vacancies and are public record.
- C. **Public Comment on any Public Matter Not on the Agenda** – N/A

Next Meeting - March 21, 2023. Recurring TBID Meetings are the 3rd Tuesday of alternate months at 11 am. Schedule, Agendas and Minutes are publicly noticed at www.explorelivingstonmt.com/tbid

Meeting Adjourned at 12:25 PM

Minutes respectfully submitted by Kris King

CITY OF LIVINGSTON, MONTANA APPLICATION
FOR THE LIVINGSTON TOURISM BUSINESS IMPROVEMENT DISTRICT (LTBID)
BOARD OF TRUSTEES

Date: _____

Name: _____

Physical Address: _____

Mailing Address (if different): _____

Email: _____

Phone(s): _____

Name of Property Owned within the District: _____

Address of Property: _____

Are you the owner of the property within the District, or the designee of an owner of property within the District? Yes No

I _____ certify that I am a property owner within the District and I am duly authorized to either serve on the Board of Trustees or appoint _____ as my designee.

 _____ Property Owner Signature Date _____

PLEASE NOTE: An application from the manager of a hotel must contain a signed statement from the owner indicating that the hotel manager is authorized to represent the owner or a note from the corporate officer authorized to represent the board.

Have you ever served on a City or County board? _____
(If so, where, what board, and how long?)

Please explain your relevant qualifications, interests, and experiences.

References (Individual or Organization) Name:	Phone:
_____	_____
_____	_____

This application is considered public record.

Please print and sign this application where appropriate and mail to:
Livingston Tourism Business Improvement District
PO Box 348, Livingston, MT 59047
Or email to: info@explorelivingstonmt.com



CITY OF LIVINGSTON, MONTANA APPLICATION
FOR THE LIVINGSTON TOURISM BUSINESS IMPROVEMENT DISTRICT (TBID) BOARD OF TRUSTEES

Date: 1/11/2023

Name: Doug Braham

Physical Address: 1601 W Park St. Livingston, MT 59047

Mailing Address (if different): _____

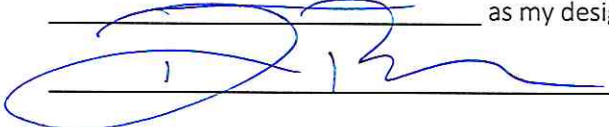
Email: ddbraham@gmail.com

Phone(s): (406) 220-0298

Name of Property Owned within the District: Fairfield Inn (Marriott); Home2 Suites (Hilton - under development)
Address of Property: 1629 / 1625 W. Park St.

Are you the owner of the property within the District, or the designee of an owner of property within the District? Yes No

I Doug Braham certify that I am a property owner within the District and I am duly authorized to either serve on the Board of Trustees or appoint _____ as my designee.

 Property Owner Signature Date 1/11/2023

PLEASE NOTE: An application from the manager of a hotel must contain a signed statement from the owner indicating that the hotel manager is authorized to represent the owner or a note from the corporate officer authorized to represent the board.

Have you ever served on a City or County board? No.
(If so, where, what board, and how long?)

Please explain your relevant qualifications, interests, and experiences.

As principal owner of the Fairfield Inn and the Home2 Suites under construction I have a great deal of interest in the activities of the the Tourist Business Improvement District.

References (Individual or Organization) Name: _____ Phone: _____
Upon further request. _____

This application is considered public record.

Please print and sign this application where appropriate and mail to:
Livingston Tourism Business Improvement District
PO Box 348, Livingston, MT 59047
or email to: info@explorelivingstonmt.com



CITY OF LIVINGSTON, MONTANA APPLICATION
FOR THE LIVINGSTON TOURISM BUSINESS IMPROVEMENT DISTRICT (TBID) BOARD OF TRUSTEES

Date: 1/12/23

Name: Melinda Zoeckler

Physical Address: 1629 W Park St., Livingston, MT 59047

Mailing Address (if different): _____

Email: melinda.zoeckler@ldhg.com

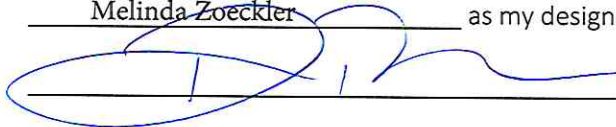
Phone(s): (618) 771-2307

Name of Property Owned within the District: Fairfield Inn & Suites

Address of Property: 1629 W Park St., Livingston

Are you the owner of the property within the District, or the designee of an owner of property within the District? Yes No

I Doug Braham certify that I am a property owner within the District and I am duly authorized to either serve on the Board of Trustees or appoint Melinda Zoeckler as my designee.

 Property Owner Signature Date 1-13-23

PLEASE NOTE: An application from the manager of a hotel must contain a signed statement from the owner indicating that the hotel manager is authorized to represent the owner or a note from the corporate officer authorized to represent the board.

Have you ever served on a City or County board? No
(If so, where, what board, and how long?)

Please explain your relevant qualifications, interests, and experiences.

Delivering high quality hospitality services to visitors to our city is my passion. I'm very excited to work with the Tourist Business Improvement District to promote tourism to Livingston and the surrounding area.

References (Individual or Organization) Name:	Phone:
<u>Alex Reichert</u>	<u>(406) 404-9336</u>
<u>Doug Braham</u>	<u>(406) 220-0298</u>

This application is considered public record.

Please print and sign this application where appropriate and mail to:
Livingston Tourism Business Improvement District
PO Box 348, Livingston, MT 59047
or email to: info@explorelivingstonmt.com

Date: 2/7/2023
To: Chair Nootz and City Commissioners
From: Dale Johnson, Police Chief

Staff Report for Approval of Memorandum of Understanding with Missouri River Drug Task Force

Recommendation and Summary

Staff is recommending the Commission approve agreement number 20002 with the Missouri River Drug Task Force to guide the City's participation by adopting the following motion:

"I move to approve agreement number 20002 with the Missouri River Drug Task Force and authorize the Chair and City Manager to sign the agreement."

The reasons for the recommendation are as follows:

- The Missouri River Drug Task Force is an inter-agency group that has worked to disrupt the flow of illicit drugs in Southwest Montana since 1990.

Introduction and History

The Missouri River Drug Task Force is composed of fourteen (14) law enforcement agencies that have jointly worked to disrupt the flow of illicit drugs in the region since 1990. The City has participated since the late 1990s. Each agency provides resources to the task force to enable its function and the City jointly funds a portion of one employee's participation with Park County.

Analysis

Participating in the Missouri River Drug Task Force allows the City of Livingston to coordinate its work with neighboring law enforcement agencies and ensure a greater level of public safety and reduced drug activity in the region.

Fiscal Impact

The City of Livingston's participation utilizes an existing City-County shared employee with the City's share representing approximately \$12,500.

Strategic Alignment

Collaborating with government agencies is recognized as a strategy of the Growth Policy.

Attachments

- Attachment A: Agreement 20002.

**MISSOURI RIVER DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FY 2024 – FY 2025**

Please route for signatures and when signed:

- **Scan in color to Emily.Marcussen@gallatin.mt.gov**

Or:

- **Bring to the January 26, 2023 meeting in Bozeman**

Requested return no later than 3/1/2023

MISSOURI RIVER DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FY 2024 – FY 2025

Purpose

The purpose of this Memorandum of Understanding is to establish general guidelines and operational procedures for a multi-agency Task Force to address drug-related crime. Through the spirit of cooperative efforts, and a strong commitment to combat drug-related trafficking, manufacturing, and violence, the **MISSOURI RIVER DRUG TASK FORCE** was formed in 1990. Agencies participating in this project recognize that combating drugs is of paramount importance to our communities. Through our united efforts, our resources will be better utilized and our investigative efforts will be more fruitful on behalf of the communities we serve. The participating agencies are committed to cooperative efforts and full information sharing through their participation in the **MISSOURI RIVER DRUG TASK FORCE**.

Mission Statement

The mission of the **MISSOURI RIVER DRUG TASK FORCE** is to provide a collaborative federal, state and local law enforcement effort to identify, target and address those involved in drug trafficking, manufacture and/or violence. The **MISSOURI RIVER DRUG TASK FORCE** will utilize sophisticated long-term investigative approaches, including undercover surveillance operations, the purchase of evidence and information, and electronic surveillance to disrupt and dismantle targeted drug organizations.

MISSOURI RIVER DRUG TASK FORCE MEMORANDUM OF UNDERSTANDING FY 2024 – FY 2025

This agreement is entered into January 26, 2023 among the following local government jurisdictions: City of Belgrade; City of Bozeman; City of East Helena; City of Helena; City of Livingston; City of West Yellowstone; Broadwater County; Gallatin County; Lewis & Clark County; Madison County; Meagher County; Park County; Sweet Grass County; and Montana State University at Bozeman.

No new entity is created by reason of this Agreement.

Whereas, there is evidence of drug trafficking, manufacturing, and drug-related violence in the above-described jurisdictions, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people residing in these jurisdictions, the parties hereto agree to the following:

- 1.** The Missouri River Drug Task Force (MRDTF) will perform the activities and duties described below:
 - A.** Disrupt the illicit drug traffic in above jurisdictions by immobilizing targeted violators and trafficking organizations, by;
 - B.** Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs;
 - C.** Conduct undercover operations where appropriate and engage in other traditional methods of investigation, developing probable cause for issuance of warrants for search and seizure, and arrests, in order that the Task Force's activities will result in effective and successful prosecution before the courts of Montana.

- 2.** To accomplish the objectives of the MRDTF, the Gallatin County Sheriff's Office agrees to provide one (1) commander, two (2) deputies and an administrative assistant, the Bozeman Police Department agrees to provide two (2) police officers, the Lewis & Clark County Sheriff's Office agrees to provide two (2) deputies, the Helena Police Department agrees to provide one (1) police officer, and the City of Livingston and the Park County Sheriff's Office agree to provide one (1) deputy. Montana State University at Bozeman agrees to provide one (1) police officer. Lewis & Clark County Attorney's Office agrees to provide one (1) administrative assistant who will be an employee of Lewis & Clark County with wages and benefits to be paid for by the RMHIDTA grant, subject to the same constraints. The County Attorney Offices of the participating

counties agree to assist the MRDTF by providing legal advice, drafting search warrants and investigative subpoenas, prosecuting drug offenders, and prosecuting drug forfeiture actions.

Broadwater County agrees to submit intelligence of drug activity within their county, and if possible, manpower as needed.

Madison County agrees to provide, intelligence of drug activity within their county, and if possible, manpower as needed.

Meagher County agrees to submit intelligence of drug activity within their county, and if possible, manpower as needed.

Sweet Grass County agrees to submit intelligence of drug activity within their county, and if possible, manpower as needed.

The City of Belgrade agrees to submit intelligence of drug activity within their city, and if possible, manpower as needed.

The City of East Helena agrees to submit intelligence of drug activity within their city, and if possible, manpower as needed.

The City of West Yellowstone agrees to submit intelligence of drug activity within their city, and if possible, manpower as needed.

- 3.** The officers assigned to the MRDTF shall adhere to standard law enforcement policies and procedures as approved by the Board and those policies and procedures in effect in each member's respective agency. Failure to adhere to policies and procedures shall be grounds for dismissal from the MRDTF.

MRDTF officers shall remain subject to the policies, procedures, and regulations of their parent agencies. The Executive Board will resolve any operational conflict between MRDTF policies and procedures and those of a parent agency. MRDTF policies and procedures will be adopted and used by all MRDTF members relative to drug operations and informant handling.

For grant purposes only, the MRDTF Board of Directors will take administrative financial conflicts under consideration; however, any conflicts must be resolved to the satisfaction of Gallatin County.

4. Law enforcement officers assigned to the MRDTF by participating agencies (except state agents) shall be deputized in each participating jurisdiction in a manner allowed by law.
5. To accomplish objectives and provide an organizational leadership structure to the MRDTF, Gallatin County will assign one (1) Commander, one (1) Operations Sergeant and one (1) administrative assistant for the Bozeman Office. Lewis and Clark County will assign one (1) Operations Sergeant for the Helena Office.
6. Each participating agency is responsible for establishing and paying the salary and benefits, including overtime, of their respective officer(s) assigned to the MRDTF. MRDTF agencies must bill the MRDTF Commander on a quarterly basis no later than the second of each month following the end of each quarter. Any erroneous billing submitted and found to be in error will be returned to the agency that submitted the billing for correction and resubmission.
7. Gallatin County agrees to perform the duties of lead agency and will maintain all programmatic and financial records of the MRDTF, except for financial records of the joint MRDTF forfeiture accounts. Gallatin County will make all quarterly reports to the Board of Crime Control, and will submit relevant intelligence to the appropriate State and Federal agencies. Lewis and Clark County agrees to maintain all records of the Drug Forfeiture Fund (identified as Fund 241) and Equitable Sharing Fund (identified as Fund 242).
8. The MRDTF shall maintain, on a current basis, completed and accurate records and accounts of all obligations and expenditures of funds under this Agreement in accordance with specific accounting principles and instructions provided by the Department of Justice and the Montana Board of Crime Control to facilitate inspection and auditing of such records and accounts.
9. The MRDTF shall permit and have readily available for examination and auditing by the State, the Department of Justice and their duly authorized agents and representatives, any and all records, documents, accounts, invoices and receipts of expenditures relating to this Agreement. Therefore, records must be maintained by MRDTF, which will continue to exist until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this Agreement.
10. The lead agency will negotiate an indirect cost on an annual basis for the administration of this grant award. The indirect cost will be negotiated and determined prior to the submission of the grant applications.

11. An Executive Board shall be established. Its voting members shall be as follows: the Chief of Helena Police Department; the Chief of Bozeman Police Department; the Chief of West Yellowstone Police Department; the Chief of Livingston Police Department; the Chief of Belgrade Police Department; the Chief of East Helena Police Department, the Sheriff and the County Attorney of Gallatin County; the Sheriff and the County Attorney of Lewis & Clark County; the Sheriff and County Attorney of Broadwater County; the Sheriff of Madison County; the Sheriff and County Attorney of Park County, the Sheriff of Meagher County, the Sheriff and County Attorney of Sweet Grass County, and the Chief of MSU-Bozeman Police Department. The members of the Executive Board may designate persons from their agencies to represent the members during Executive Board meetings.

The Executive Board shall have the following authority: to select a Chair and Vice Chair; to regulate and manage the MRDTF; to appoint the Task Force Commander and to designate a supervisor in the extended absence of the Task Force Commander; to establish subcommittees of the Board to conduct business; and to resolve disputes arising from MRDTF operations.

The Chairperson will be the Task Force Commander's primary contact with the Board on day-to-day issues and will bring to the Board's attention any matters which would require a consensus of the Board prior to a regularly scheduled quarterly meeting. The Chairperson shall also preside over the Board meetings and is responsible for the formulation of minutes for the meetings and notification of Board members of upcoming meetings. The Chairperson shall be a local law enforcement member associated with the local drug task force. The tenure of the Chairperson and Vice-Chairperson shall be reviewed at the end of each calendar year. The vice-chairperson shall conduct the same business in the absence of the chairperson.

- A. The Executive Board shall meet at least quarterly or as convened by the Chair or Vice Chair to receive reports relative to the progress, functions, and special duties accomplished by the Task Force.
- B. A quorum of the Executive Board is needed to conduct business. Seven Executive Board members, or their designees, shall constitute a quorum. In meetings where a quorum is established, matters coming before the Executive Board may be approved by a majority vote of the members in attendance at a meeting.
- C. Agendas and Minutes. The Task Force Commander and the Executive Board Chair are responsible to see that agendas are prepared and

distributed far enough in advance of meetings to ensure adequate preparation and participation in agenda items. The Task Force Commander and the Executive Board Chair are responsible to see that accurate and complete minutes are taken of each executive board meeting. Separate executive minutes may be taken for discussion of active and ongoing investigations.

12. Assets seized during Task Force investigations shall be shared as follows:

- A.** Assets, for the purposes of this agreement, shall include all items of value seized relative to a case and all court ordered fines or contributions to the drug fund.

The Board of Directors shall appoint two "Drug Fund Managers" who shall have the authority to expend monies from the Drug Fund as designated by the Board of Directors. This authority shall be written. The Drug Fund Managers must be Board members and may not be a Task Force Agent.

B. Expenditure Authority:

- Expenditures over \$1,000 up to and including \$2,000 must have the approval of the Task Force Commander.
- Expenditures over \$2,000 and less than \$10,000 must have the approval of the Drug Fund Managers.
- Expenditures over \$10,000 must be approved by motion made and carried during a meeting of the Board of Directors.
- Payments to any cooperative citizen shall not exceed \$5,000 in any fiscal year.

C. Felony Cases:

Where any Task Force agency has participated in the investigation, all monies and assets from cases filed in state and federal district court, including all civil forfeiture cases and cases where felony charges are reduced to misdemeanor charges, shall be deposited into the Drug Forfeiture Fund, "Fund 241."

D. Misdemeanor Cases:

All assets from misdemeanor cases that are handled through "Justice of the Peace" or "City Court" shall remain with the local jurisdiction and are not required to be deposited to the MRDTF Drug Forfeiture Fund.

13. Forfeiture and Equitable Sharing Funds:

- A.** Missouri River Drug Task Force Forfeiture Fund shall be maintained by Lewis and Clark County as a part of the Lewis and Clark County Finance System. The Drug Forfeiture Fund is identified as, "Fund 241."
- B.** Missouri River Drug Task Force Equitable Sharing Fund shall be maintained by Lewis and Clark County, and is identified as, "Fund 242." These funds, as identified by generally accepted accounting procedures, are "Special Revenue Funds."

14. Distribution of Task Force Forfeiture and Equitable Sharing Funds:

Participants in the MISSOURI RIVER DRUG TASK FORCE agree that assets forfeited and received by MISSOURI RIVER DRUG TASK FORCE will be utilized primarily for the continued funding of the MISSOURI RIVER DRUG TASK FORCE (Byrne Funded Task Force). Upon request of any individual agency the Board may reimburse an agency for expenditures related to Task Force business.

The Board of Directors will function as the Seizure Board for Missouri River Drug Task Force. Any expenditure of forfeited MRDTF funds requires approval by a majority of the Board of Directors.

MRDTF will comply with the U.S. Department of Justice's requirements for the equitable sharing of federally forfeited property for state and local law enforcement agencies.

The Task Force Commander shall make recommendations to the Board regarding the extent to which forfeited funds should be shared with outside agencies participating in case investigations.

15. Drug Fund Financial Reporting:

The Drug Fund Managers shall provide a financial report to the Board of Directors at the quarterly meetings. The report shall become a part of the meeting minutes.

The minimum requirement of the report is:

1. Balance of the fund at the beginning of the quarter.
2. Total deposits to the fund during the quarter.
3. Total expended from the fund and an itemization of the expenditures.

4. Balance for the fund at the end of the quarter.

16. Pending Asset Forfeiture Report:

Each participating jurisdiction agrees to provide the Task Force Commander with relevant information on asset forfeiture cases and cases with dispositions pending.

In the event that the Byrne Memorial Grant is unable to fund the MISSOURI RIVER DRUG TASK FORCE, funds acquired through forfeitures in Forfeiture Fund 241 and Equitable Sharing Fund 242 will be used as allowable for the continuation of the Task Force as set forth in Section 14.

If the Byrne Memorial Grant funding can no longer support the MRDTF and the MRDTF is unable to function due to the lack of funding, The Board of Directors will decide to liquidate the assets of Forfeiture Fund 241 based on a formula of each agency's financial participation in the MRDTF grant.

Consistent with the OMB Uniform Administrative Guidance relating to the Equitable Sharing Program in effect as of July 2018, Equitable Sharing funds shall be paid to the Lewis and Clark County Sheriff's Office as the MRDTF Fiduciary Agent for deposit into Fund 242 and the funds shall thereafter remain with Lewis and Clark County which shall be responsible for submitting one sharing request on behalf of MRDTF to include the total hours and activities of all MRDTF member agencies. Lewis and Clark County shall maintain and report Equitable Sharing funds with its own funds and shall not maintain a secondary account. Lewis and Clark County shall not transfer Equitable Sharing funds to other member agencies, but as directed by the MRDTF Board, it shall earmark funds for permissible expenditures in support of MRDTF operations as allowed by the OMB policies. As required by these policies, equipment purchased with Equitable Sharing funds shall be inventoried and remain the property of the Lewis and Clark County Sheriff Office.

17. Damage to private property. It will be the duty of the Task Force Commander to ensure that written operations plans are used. This includes, but is not limited to: drug buys, search warrants, and high-risk arrest warrants. If there is a possibility of damage to private property during these activities, the head law enforcement officer (or his/her designee) of the jurisdiction in which the activity is to occur will be required to approve the proposed operation. Upon approval, this jurisdiction will accept responsibility for damages up to a maximum of \$250.00. Any amount over \$250.00 will be paid out of the MRDTF Drug Forfeiture Fund.

18. The participating agencies agree to supply their assigned officer(s) with equipment necessary in carrying out MRDTF objectives including a radio-equipped automobile. Upon termination of the MRDTF, equipment that was initially supplied to the MRDTF by participating agencies shall be returned to said agency. Equipment shared jointly by all participating MRDTF agencies shall be split equally upon termination of the MRDTF. Conflicts regarding a split of equipment will require a sale of the equipment with the offering being made to the member agencies only. The proceeds of any sale will be divided equally between the remaining agencies. Once an agency receives a piece of equipment, it shall be the responsibility of said agency to maintain the equipment. In the event said equipment becomes lost and/or stolen or damaged, it shall be the agency's responsibility to replace said equipment.
19. Each officer assigned to the MRDTF will carry only those firearms, while on official duty, that are approved by their respective agencies. Further, the officer shall be qualified with those firearms.
20. Participating agencies agree to supply canine and/or tactical team assistance for drug operations within the MRDTF jurisdiction at no additional cost. Canine and tactical teams shall be requested from the nearest team's geographical location. Such requests will be at the direction and approval of the Task Force Commander.
21. **Sub-Recipient Agency Responsibilities:**

Gallatin County will act as the lead agency for the MRDTF and is responsible for reporting and financial transactions with the granting agency, the Montana Board of Crime Control (MBCC).

As Gallatin County will be receiving and distributing money on behalf of the MRDTF, Gallatin County is considered to be a pass-through entity and all other agencies participating in the MRDTF are considered sub-recipients. As such, Gallatin County is required to inform you of the following:

The funding you will be receiving under the terms of this MOU is federal assistance originating from the United States Department of Justice, (CFDA #16.738), passed through the State of Montana Board of Crime Control, and then through Gallatin County.

It is understood that any agencies receiving monies from this grant will be monitored by Gallatin County.

By accepting any funding pursuant to this agreement, all remaining parties agree that they are considered sub-recipients of federal funding and are

therefore required to satisfy all of the legal and contractual requirements of the United States Department of Justice and the Montana Board of Crime Control including the conditions set forth in:

- The annual award documents from Gallatin County
- The Montana Board of Crime Control Special Conditions
- The Montana Board of Crime Control Subgrant Guideline Information

22. This agreement is in effect from July 1, 2023 to June 30, 2024.

Revised:

12/22/93, 01/05/94, 01/11/96, 01/14/97, 01/09/98, 12/09/99, 12/21/00, 12/05/01, 12/03/02, 01/05/04, 05/06/05, 01/26/06, 05/09/08, 01/28/09, 02/20/09, 05/24/11, 4/11/13, 3/10/14, 3/10/15, 2/8/17, 1/16/19, 1/13/21, 1/18/23

SIGNATURE PAGE

CITY OF BELGRADE

City Manager

Date

Chief of Police

Date

SIGNATURE PAGE

CITY OF BOZEMAN

City Manager

Date

Chief of Police

Date

SIGNATURE PAGE

BROADWATER COUNTY

Commission Chairperson **Date**

Commissioner **Date**

Commissioner **Date**

Sheriff **Date**

County Attorney **Date**

SIGNATURE PAGE

CITY OF EAST HELENA

Commission Chairperson **Date**

Commissioner **Date**

Chief of Police **Date**

SIGNATURE PAGE

CITY OF HELENA

City Manager

Date

Chief of Police

Date

SIGNATURE PAGE

LEWIS AND CLARK COUNTY

Commission Chairperson

Date

Sheriff

Date

County Attorney

Date

ATTEST:

Clerk of the Board

SIGNATURE PAGE

CITY OF LIVINGSTON

City Manager

Date

Chief of Police

Date

SIGNATURE PAGE

MADISON COUNTY

Commission Chairperson **Date**

Commissioner **Date**

Commissioner **Date**

Sheriff **Date**

SIGNATURE PAGE

MEAGHER COUNTY

Commission Chairperson

Date

Commissioner

Date

Commissioner

Date

Sheriff

Date

SIGNATURE PAGE

Montana State University - Bozeman

Chief of Police

Date

Administration and Finance, Vice President

Date

SIGNATURE PAGE

PARK COUNTY

Commission Chairperson **Date**

Commissioner **Date**

Commissioner **Date**

Sheriff **Date**

SIGNATURE PAGE

SWEETGRASS COUNTY

Commission Chairperson **Date**

Sheriff **Date**

County Attorney **Date**

SIGNATURE PAGE

CITY OF WEST YELLOWSTONE

City Manager **Date**

Chief of Police and/or Representative **Date**

SIGNATURE PAGE

Gallatin County

Commissioner Chair **Date**

Commissioner Member **Date**

Commissioner Member **Date**

Sheriff **Date**

County Attorney **Date**

Date: February 7, 2023
To: Chair Nootz and City Commissioners
From: Lisa Lowy, Administrative Services and HR Director

Staff Report for Resolution to Commit Funds for FEMA AFG Grant

Recommendation and Summary

Staff is recommending the Commission Approve Resolution 5082 to authorize applying for a FEMA Assistance to Firefighters (AFG) grant and committing funds not to exceed \$50,000 as a match by adopting the following motion:

“I move to approve Resolution 5082 and authorize the Chair and City Manager to sign the Resolution.”

The reasons for the recommendation are as follows:

- The growth of the City and increase in fire and rescue calls for service necessitates the addition of firefighting and rescue equipment to further the mission of Livingston Fire Rescue.
- The FEMA AFG grant, in this cycle, has prioritized rural equipment upgrades and provides a great opportunity to purchase need equipment with only a 5% match which is advantageous for the citizens of Livingston.

Introduction and History

The City of Livingston through Livingston Fire Rescue provides both fire protection and rescue / emergency medical response within the City Limits and into the county. Calls for service have continued to grow year over year with several instances of large fires in 2022 as well as added calls for complex rescues in the backcountry and on Interstate 90. Additionally, our current ladder truck is only able to reach a third story which does not provide adequate coverage for higher rise buildings.

Analysis

The purchase of an Arial ladder truck and a light duty rescue equipped with a pumper would allow for maximum flexibility in furtherance of the mission of Livingston Fire Rescue. As the Growth Plan seeks to promote infill some areas with in downtown are likely to be converted to apartments and an arial ladder would provide the ability to perform rescues when needed with less safety risks to firefighters. Some of our highest rise buildings, like the Sherwood also house our elderly and

medically fragile citizens many of whom would be unable to get themselves out of harm's way without intervention and assistance.

We have also had more frequent rescues in areas which are inaccessible to our currently compliment of vehicles. A Light Duty Rescue provides more access options to popular hiking and backcountry destinations were injuries or incidents with wildlife are likely to cause incapacitating injury. The Light Duty Rescue would also provide additional resources for rescues on the Interstate in all weather conditions. The Light Duty Rescue would be able to carry extrication equipment which is currently housed on the ambulances. This equipment weighs in excess of 600 pounds and does negatively impact the longevity of ambulances.

Fiscal Impact

The FEMA AFG grant if awarded will provide for 95% of the cost up to \$1,000,000 with an expected 5% match from the City. This translates to a maximum impact of \$50,000, which is available in cash on hand should the grant be awarded. If estimates for the equipment come in less than \$1,000,000 the cost match would be reduced proportionately. If estimates are over \$1,000,000 for both pieces of equipment further analysis will be required to determine if the levy can assume the overage or we will reduce what we plan to purchase.

Attachments

- A. Attachment A: Resolution 5082
- B. Attachment B: Vehicle Cost Estimates

Resolution No. 5082

Required Authorizations for FEMA – Assistance to Firefighters Grant (AFG)

A RESOLUTION BY THE CITY OF LIVINGSTON CITY COMMISSION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO FEMA – ASSISTANCE TO FIREFIGHTERS PROGRAM (FEMA – AFG), COMMITMENT OF NEEDED FUNDS AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO REQUIRED CONTRACTS FOR GRANT FUNDS TO PURCHASE AN ARIAL LADDER FIRETRUCK AND LIGHT DUTY RESCUE VEHICLE.

WHEREAS, the City of Livingston is applying to the Federal Emergency Management Agency (FEMA) for financial assistance from the Assistance to Firefighters Grant (AFG) program to purchase a light duty rescue vehicle and an aerial ladder firetruck; and

WHEREAS, the City of Livingston, has the legal jurisdiction and authority to construct, finance, operate emergency services and fire protection within in the City Limits and in Park County, Montana; and

THAT the, the City of Livingston agrees to comply with all requirements and conditions of the FEMA AFG grant if awarded; and

WHEREAS, the City of Livingston commits needed funds in an amount not to exceed \$50,000 which is the required 5% match on the maximum award ceiling of \$1,000,000; and

NOW, THEREFORE, BE IT RESOLVED, That the Livingston City Commission authorizes the City Manager or his designee to submit this application to the FEMA – AFG program, on behalf of the City of Livingston, to act on its behalf and to provide such additional information as may be required and further; And the City Manager or his designee is hereby authorized to enter into any contracts or agreements required by FEMA for the funding if awarded.

PASSED AND ADOPTED, by the City Commission of the City of Livingston, this 17th day of January, 2023.

MELISSA NOOTZ, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK,
Recording Secretary

JAY PORTEEN,
Interim City Attorney



Proposal #
001045-R0

Brush

12 Ft. Wet Rescue

Prepared For
Livingston Fire & Rescue

By
Tod Newlin
23 January 2023

DRAFT



Proposal # 001045-R0

Type of Proposal: Brush 12 Ft. Wet Rescue	Date: 23 January 2023 Agent: Tod Newlin Email: tod.newlin@unruhfire.com Phone: 800-856-7080 Fax:
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Bill to: Livingston Fire & Rescue (Livingston Fire & Rescue) 414 E Callender St Livingston, Montana UNITED STATES	Contact: Josh Chabalowski Email: Firechief@livingstonmontana.org Phone: 813-751-6911 Fax:	Ship to: Livingston Fire & Rescue (Livingston Fire & Rescue) 414 E Callender St Livingston, Montana UNITED STATES	Contact: Josh Chabalowski Email: Firechief@livingstonmontana.org Phone: 813-751-6911 Fax:
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FORD CHASSIS

Item ID	Description	Qty
550CC84	F550 crew cab 84 ca 4x4	1
99T	6.7L Diesel	1
47J	Fire Rescue Prep Pkg. (Diesel only) 397 Amp Alternator (67B) 7000 lbs. Max Front Springs/GAWR rating for configuration selected Operator Commanded Regeneration (OCR)	1
68M	Payload plus upgrade package 19,500 GVWR (Not available with Regular cab 60" CA 145" wheelbase on gas engine) 4.88 Limited-slip rear-axle (550 only)	1
41H	Engine Block Heater	1
L	Vinyl seats	1
52B	Trailer Brake Controller (standard)	1
41P	Skid plate package transfer case only	1
AMFM	AM/FM stereo/clock	1





HAC	Heating & Air Conditioning	1
872	Rear View Camera	1
Z1	Oxford White	1

WHEEL TIRE LIFT ACCESSORIES

Item ID	Description	Qty
335/80R20	<p>Goodyear super singles Qty. Five - Goodyear tires G275 MSA335/80R20, Load range: F (12 ply) Weight rating: 6395 lbs., 41.4" Dia 13.1 wide Mounted on black steel wheels Spare included 4 inch lift kit and fender flares installed MAXIMUM speed rating 81 mph</p>	1

CHASSIS ACCESSORIES

Item ID	Description	Qty
ALS	<p>Additional Leaf Springs One additional set of rear leaf springs installed at the rear axle of the truck.</p>	1
CO2	<p>Custom Console Aluminum tread plate sides with a smooth hinged top Lid finished with a durable carbon fiber pattern wrap The console is designed to accommodate items such as siren controls, radio(s), and other various controls. Two cup holders are provided at the rear of the console. NOTE: The final console layout will be approved by the customer.</p>	1
3006909	<p>Rear Receiver Class 5 receiver 2" receiver tube installed at the rear two safety chain attachment points. Rated up to 16,000 lbs gross trailer weight 1,600 lbs tongue weight</p>	1
B5055	<p>D Rings One pair of 5" wide D rings welded to the rear receiver. Working load limit of 15,586 lbs. each</p>	1





MDS	Master Disconnect Switch Master disconnect wired through the chassis up-fitter Aux 1 switch in cab	1
DZ2538	Running Boards Grip strut heavy duty running boards Powder coated black Running boards run length of chassis under door(s)	1
MBCL	Manufacturer body and Chassis label Chassis Data: Chassis Manufacturer Production Number Year Built • Month Manufactured Vehicle Identification Number Manufacturers weight certification: Gross Vehicle (or Combination) Weight Rating (GVWR or GCWR) Gross Axle Weight Rating, Front Gross Axle Weight Rating, Rear	1
NFPAWL	Warning Labels NFPA 1906 warning labels will be provided and installed in the appropriate locations.	1
47801	15K Winch Warn M15 12V heavyweight winch Vehicle mount 15,000 pound pull capacity, 90 ft. wire rope, handheld remote	1
CO13	Unruh Fire Front Bumper No Grill Guard Unruh Fire custom built front bumper with no grill guard Steel with black powder coating	1





WET RESCUE

Item ID	Description	Qty
WR12x75T	<p>12 ft L x 75 in T Wet Rescue Body</p> <p>Unruh Fire manufactured 12' aluminum rescue body Overall dimensions: 96" Wide x 150" Long x 75" Tall Longitudinal main frame: Minimum 5" Extruded aluminum C-channel Walls, roof and floor frame: Fully welded extruded aluminum rectangle tube Interior: 1/8" thick aluminum compartment sheeting over rectangle tube frame with Sweep-out floor design Compartments finished with Zolotone high impact resistant paint Roof, door headers, front and rear wall of body: Polished aluminum diamond tread plate Gortite Rollup Doors with Anodized aluminum finish (Non locking unless otherwise specified) Warranty: 10 years</p>	1

BODY ACCESSORIES

Item ID	Description	Qty
BO7	<p>Undercoat</p> <p>Body undercoated with a rubberized, chemically formulated, rust preventative undercoating. Applied prior to installation of the body onto the chassis to avoid spraying the product on fuel lines, cables, or other items that would cause normal maintenance to be hindered.</p>	1
BO6	<p>Fire body installation</p> <p>The body will be set on the chassis and fastened with grade 8 bolts and custom mounts. The aluminum body shall be separated from the steel chassis frame rails by a 3/4" rubber separator for flex and to resist galvanic dissolution.</p>	1
BO8	<p>D.O.T. Lighting, Fuel Fill, & Mud Flaps</p> <p>All LED stop, tail, turn, corner, back up and DOT lights. A flush mount fuel fill for one tank located on the rear of the body. (1) DEF tank fill port provided if necessary. Rear tire mud flaps Lighted license plate holder located at the rear of the body. Reflectors installed in accordance with federal motor vehicle safety standards.</p>	1
GR-002-AL-BRT	<p>Grab Handles</p> <p>1 Pair of 30" Grab handles</p>	1





BO18	Rub Rail Polypropylene rub rail installed at the base of the roll up compartment door.	4
PS-8-5	Zico Pull Out Steps Heavy duty aluminum alloy and steel pull out and drop down step Power coated 11" wide x 5" deep non-skid stepping surface, 8" drop Meets NFPA requirements for slip resistance and static load	6
ACS	Above Cab Storage Dimensions are approximate 6" Tall x 36" Wide x 36" Deep Max weight capacity 200Lbs	1
BO15	Adjustable Polypropylene Shelf 1/2" base and perimeter 2 1/2" tall sides Reflective strip applied facing the exterior	6
BN320	Folding Step w/ Light Folding step with integrated LED lighting CASS 24 chrome plate finish Platform size 8.7" x 6.7" NFPA compliant tread pattern for most weather conditions	4
BO4	Rescue - Sanded and Brushed Aluminum Finish The Rescue body tubing between and below the roll up doors will be sanded and brushed to a uniform level.	1
PRUD	Painted Roll-Up Doors The roll up doors will be painted to match the cab. The roll up door track will be unpainted unless otherwise specified.	1
BFPZB	Front body panels painted Zolotone Black The visible panels on the DS and PS of the front of the body will be smooth and painted Zolotone black. The center of the the front of the body will be unpainted diamond tread plate	1
Line-X10R	Interior compartment linex 10 Rescue body	1
BO11	Turtle Tile for 12ft Rescue Turtle Tile in the base of all compartments	1





WATER TANK

Item ID	Description	Qty
WT300	300 Gallon Tank 300 gallon custom built polypropylene tank 3" suction 1.5" fill Sight glass 8" x 8" fill tower 3" overflow 3/4" floor, 1/2" walls, 3/8" baffles Booster reel mounts Tank bolt down tabs Tank lifting lugs Color: black Lifetime Warranty	1

PUMP

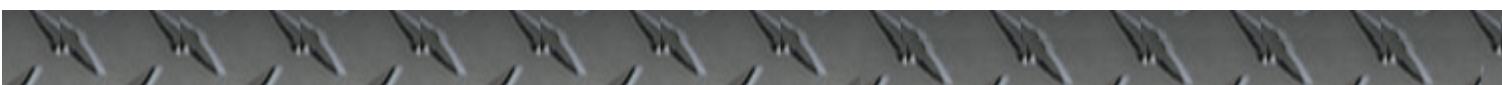
Item ID	Description	Qty
CPK-2	Waterous CPK-2 Single stage fire pump 150 GPM @ 100 PSI	1

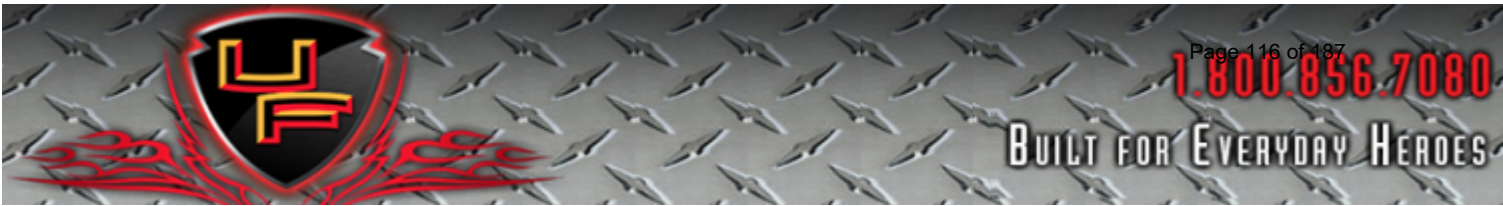
FIREFIGHTING REEL

Item ID	Description	Qty
EF24-23-24	EF24-23-24 Hannay steel booster reel Electric rewind 125 ft capacity for 1 inch hose Single roller assembly included Painted red or gray	1

HOSE

Item ID	Description	Qty
H7	1in Red rubber booster hose 100ft coupled 1 in. x 100 ft. Red Rubber booster hose	1





HAND LINE NOZZLES

Item ID	Description	Qty
FS2060P	Twister (series) Nozzle 20 & 60 gpm TFT Twister nozzle with pistol grip Two flow settings of 20 and 60 gpm at 100 psi 1.5 inch NH swivel standard All lightweight materials, hard coat anodized aluminum. Quick-change rear valve seat, stainless steel shut-off ball	1

SCENE LIGHTING

Item ID	Description	Qty
SPA260-Q15	Spectra Q15 FRC brand Spectra LED surface mount scene light DC, 15,000 lumens measures: 14 1/2" W x 5 7/8" T x 1 3/4" D (including trim)	4
PFH2P	Whelen Pioneer plus dual panel PFH2P 150 watt Dual panel Pioneer Plus floodlight, white, 12 VDC, with custom side mount pole and bracket. 13 A	2
ARGES2	Remote controlled spotlight SUPER LED 360-DEGREE REMOTE CONTROL SPOTLIGHT WITH DS FENDER MOUNT	2

EMERGENCY LIGHTING AND SIREN

Item ID	Description	Qty
M6-C-	M6 Flasher Whelen M6*C series super LED surface mount light, 6 3/4" L x 4 5/16" L with chrome flange.	15
M4D	M4 White/Red	4
SA315P	Whelen 100w Speaker Whelen 123dB 100w Speaker, Nylon Composite with bracket	1
CCSRNT36	Cencom Siren Controller with TA 3 Section Control Head and 8-Push Buttons, 4-Position Slide Switch with a 7-Position Rotary Knob. Manual, Airhorn Plus 3 Traffic Advisor™ Switches	1





TAM83	TAM83 8 X TIR3 TRAFFIC ADVISOR 8 Lamp, TIR3 Super-LED, 30.45"	1
WTS37	Tail stack for 3x7 Dual Tail stack for 3x7	2

ELECTRICAL

Item ID	Description	Qty
EO1	<p>20 Amp battery charger Kussmaul 20 Amp charging system with Auto eject 091-207-12-194b LPC 20 Charger 63-11-3106-BW-XXX Super Auto Eject cover with digital display Amperage/Voltage Auto eject color options: YW, RD, BL, WH, GY, BLK</p> <p>LPC 20 charger with super auto eject with back wires red digital display cover is 50-83-1604</p> <p>06 is yellow 02 is black 01 is Blue</p>	1

GRAPHICS PACKAGE

Item ID	Description	Qty
GLV2	Lettering and logo front cab doors and 2 body door lettering/logo	1
RS	Reflective striping Single color reflective striping for cab and body	1
CSLR	Large Rescue Chevron Smooth Stripe Red and Yellow smooth reflective chevron pattern on rear of body	1

HYDRAULICS

Item ID	Description	Qty
HUKN1R0-03/1SP11	<p>Harrison Hydraulic control system Pump with integrated controller Hydra Qube SR 40GPM bottom port Function manifold 2 Aux Circuits up to 5000 PSI w Dual ramp cards 18cc Drive motor kit</p>	1





PTOH **PTO and hoses** 1
PTO and hoses for installation of pto driven hydraulic generators

PLUMBING

Item ID	Description	Qty
WB-LF-LP-TV	<p>Large frame less pump with open face controls Module frame support enclosure powder coated black</p> <p>Open faced plumbing controls with no pump panel Stainless steel manifold with 2 inch main waterway Plumbed with Nickel Plated Brass 1/4 Turn Radius ball valves 1 Inch Booster reel line 1 Inch Recirculate/fill line 1.5 Inch Discharge with cap and chain 2.5 Inch Tank to pump 2.5 Inch Suction with plug and chain</p>	1

Total: \$279,867.88

Payment Terms:
Net 30

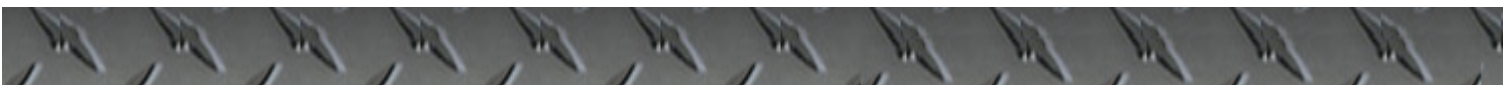
Prices do not include local and state taxes which may or may not apply.

Shipping:

Price does not include any applicable/FET taxes.
Price does not include delivery charges unless otherwise specified.

Offer valid for: 30 day(s)

Notes:



[Home](#) [Aerials, Ladders and Quints](#) » 2015 KME 95' Aerialcat (Q1201)



[HOME](#)

[NEW LISTINGS](#)

[FIRE APPARATUS +](#)

[EQUIPMENT +](#)

[LIST WITH US](#)



INVENTORY #: Q1201
PRICE: \$495,000.00
AVAILABILITY: SALE PENDING

[REQUEST MORE INFO »](#)

2015 KME 95' AERIALCAT (Q1201)

General

- 2015 KME 95' Aerialcat
- Seats 6 (5 scba)
- 500 HP Cummins Diesel
- Engine Brake
- 6 speed Automatic Transmission
- LED emergency lighting
- 224 Feet of ground ladders

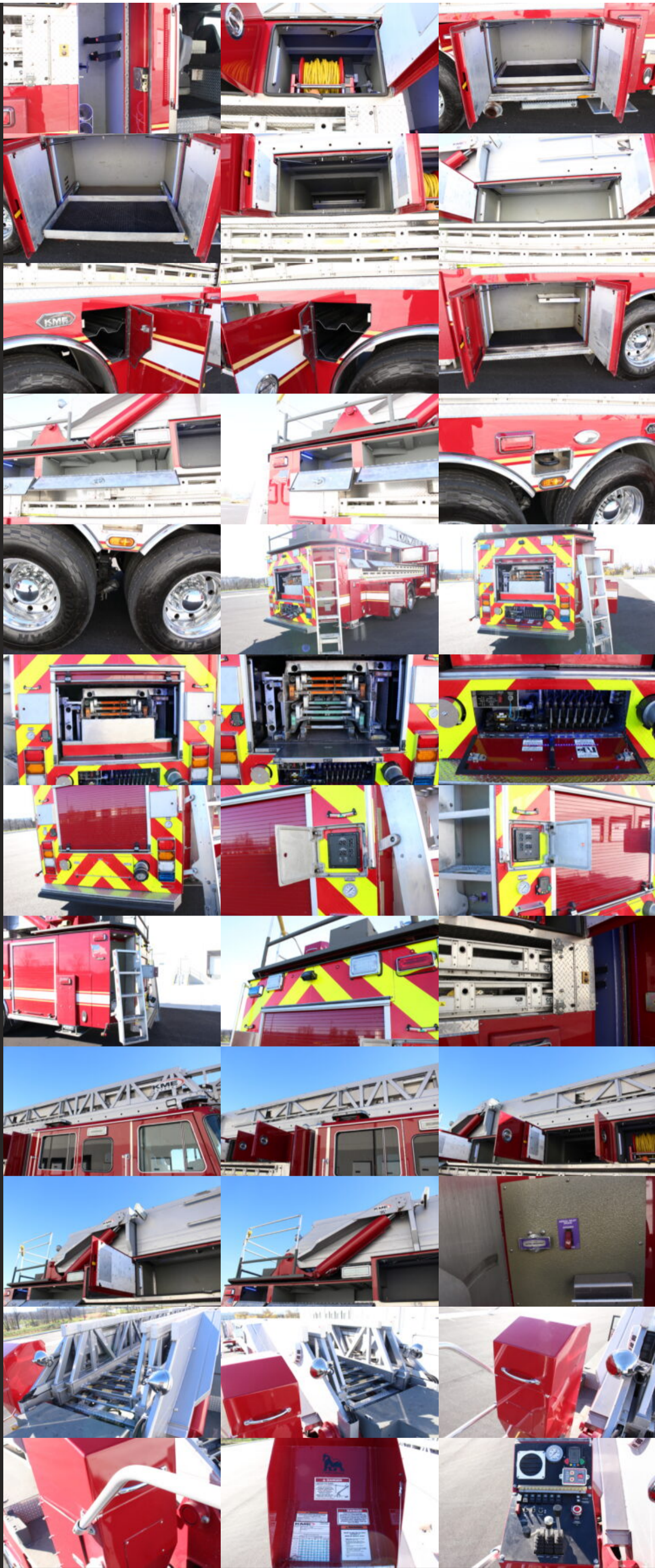
Electrical

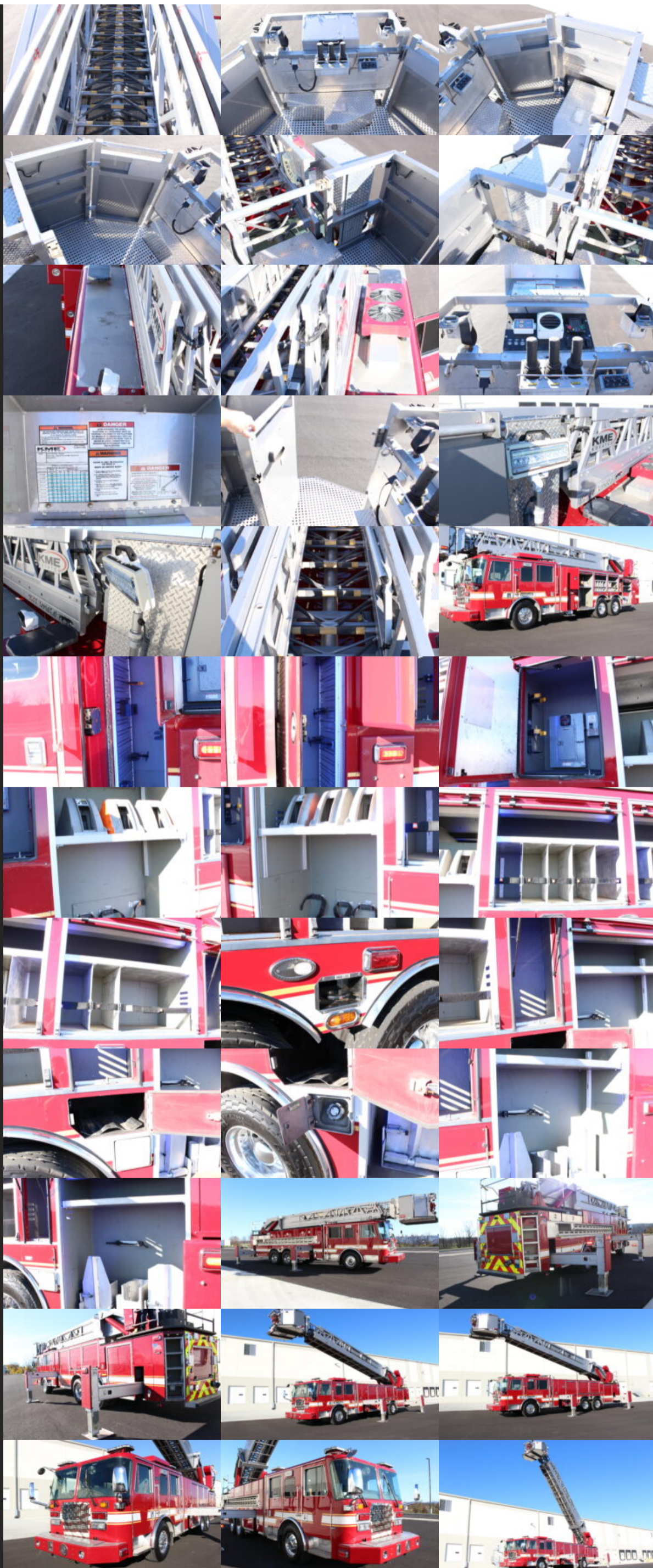
- PTO Generator

Dimensions

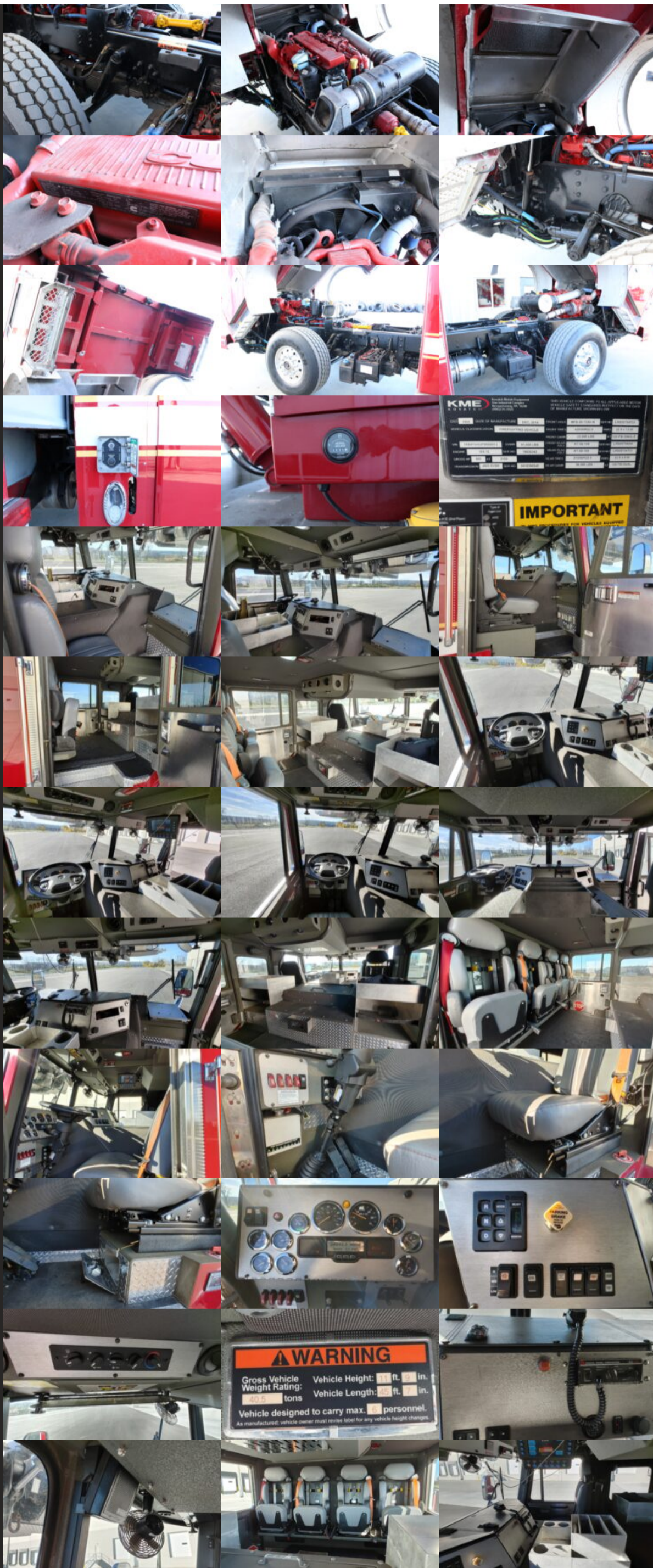
- 26,082 miles











This is the light duty rescue/pumper (pump panel is behind the rollup door)
Waiting for a spec sheet since this will be a new/custom build.



Date: February 7, 2023
To: Chair Nootz and City Commissioners
From: Grant Gager, City Manager

Staff Report for Resolution to Commit Funds for Federal Department of Transportation RAISE Grant

Recommendation and Summary

Staff is recommending the Commission Approve Resolution 5083 to authorize applying for a Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Planning grant and committing funds not to exceed \$100,000 as the required match by adopting the following motion:

“I move to approve Resolution 5083 and authorize the Chair and City Manager to sign the Resolution authorizing the City Manager to apply for DOT RAISE Planning funds and execute any contracts or requirements, if awarded.”

The reasons for the recommendation are as follows:

- The federal Infrastructure and Jobs Act provided additional funding to the RAISE program for 2023 and 2024, for both planning and construction grants.
- Additional grade separated crossings of the railroad right-of-way will improve the movement of goods and people and improve public safety.

Introduction and History

The City of Livingston has sought to provide for an additional grade separated crossing to allow for the efficient movement of persons and traffic throughout our community. Several different versions of this project have been considered at different locations in the City. At present, there is not a specific project that has been identified and engineered for construction.

The federal Infrastructure and Jobs Act provided additional funding to the RAISE program for 2023 and 2024, for both planning and construction grants. Because federal support for infrastructure projects is competitive, the creation of a planning document that identifies a preferred location and addresses connectivity, safety and social justice issues will be helpful to subsequent construction grant applications.

Analysis

Although highly competitive, the 2023 and 2024 funding opportunities through the RAISE program enhance funding for rural and economically challenged communities such as Livingston and Park County. Additionally, recent conversations with project partners indicate that there will be project co-sponsors and supporters, further increasing the opportunity for a successful application.

Fiscal Impact

The DOT RAISE grant if awarded will provide for 80% of the cost of the planning study and requires a 20% match from the City. The planning study and initial engineering is not estimated to exceed \$500,000 resulting in a requested \$100,000 commitment of funds.

Strategic Alignment

The evaluation of a grade separated railroad crossing has been included in several planning documents, including the Northside Transportation Plan Update and Growth Policy.

Attachments

- A. Attachment A: Resolution 5083

RESOLUTION NO. 5083

A RESOLUTION BY THE CITY OF LIVINGSTON CITY COMMISSION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO DOT – REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE), COMMITMENT OF NEEDED FUNDS AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO REQUIRED CONTRACTS FOR GRANT FUNDS TO ENGAGE IN A CORRIDOR STUDY AND EVALUATION OF VIABLE AND SUSTAINABLE OPTIONS FOR A GRADE SEPARATED CROSSING.

Required Authorizations for DOT – Rebuilding American Infrastructure with Sustainability and Equity
(RAISE Grant)

WHEREAS, the City of Livingston is applying to the Department of Transportation (DOT) for financial assistance from the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program to engage a corridor study; and

WHEREAS, the City of Livingston, has the legal jurisdiction and authority to construct, finance, operate infrastructure improvements within in the City Limits and in Park County, Montana; and

THAT the, the City of Livingston agrees to comply with all requirements and conditions of the DOT - RAISE grant if awarded; and

WHEREAS, the City of Livingston commits needed funds in an amount not to exceed \$100,000 which is the required 20% match on a planning award of \$500,000; and

NOW, THEREFORE, BE IT RESOLVED, That the Livingston City Commission authorizes the City Manager or their designee to submit this application to the DOT - RAISE program, on behalf of the City of Livingston, to act on its behalf and to provide such additional information as may be required and further;

And the City Manager is hereby authorized to enter into any contracts or agreements required by DOT for the funding if awarded.

PASSED AND ADOPTED, by the City Commission of the City of Livingston, this 7th day of February, 2023.

MELISSA NOOTZ, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK,
Recording Secretary

JON HESSE,
Assisting City Attorney

Date: 02/07/2023
To: Chair Nootz and City Commissioners
From: Shannon Holmes, Public Works Director

Staff Report for Resolution No. 5084

Recommendation and Summary

Staff is recommending the Commission Approve Resolution No. 5084 with TD&H Engineering to provide Construction Management Services to include the use of contingency funds as deemed necessary by adopting the following motion:

“I move to approve Resolution No. 5084 with TD&H and authorize the Chair and City Manager to sign the Resolution No. 5084.”

The reasons for the recommendation are as follows:

- TD&H is the City’s contracted civil engineering firm and completed the design for the project.
- Montana Department of Environmental Quality requires construction management for utility installation projects.

Introduction and History

We have entered the construction phase of the Regional Sewer Project that will provide city sewer services to Green Acres and Montague residents. TD&H will provide the construction management service to which the scope of work includes: construction staking, construction inspection and material testing, shop drawing review, attendance to weekly construction meetings, grant administration and project closeout with record drawings. This is a standard contract that we sign for every capital improvement project within the City.

Analysis

This Professional Services Agreement applies to the Construction Administration of the Regional Sewer Project that will provide sewer service to residents in the Green Acres and Montague Subdivisions. The construction amount for this project is \$2,706,194.50 based on the bid opening. This agreement represents 11 percent of the construction amount, which is within industry standards. This agreement and scope are based on a 300-calendar day construction schedule.

Fiscal Impact

The fiscal impact of this contract is included in the Special Improvement District (SID) budget.

Strategic Alignment

This project satisfies goal 3.12 Green Acres annexation/creation of SID of the 2019-2024 Organizational Strategic Plan. This project also aligns with several goals in the Growth Policy that pertain to land use, natural environment, housing and local services.

Attachments

- Attachment A: TD&H Proposal for Construction Administration for Regional Sewer Project
- Attachment B: Professional Services Agreement

January 17, 2023

Mr. Shannon Holmes – Public Works Director
City of Livingston
330 Bennett Street
Livingston, MT 59047
Email: Sholmes@livingstonmontana.org

RE: PROPOSAL FOR CONSTRUCTION ADMINISTRATION FOR REGIONAL SEWER EXTENSION PROJECT

Dear Shannon,

Thank you for the opportunity to submit this proposal to provide engineering services for construction during the Regional Sewer Extension project.

SCOPE OF WORK - ENGINEERING

Our scope of work includes:

- Shop drawing review.
- Preconstruction conference.
- Construction staking.
- Construction inspection and testing.
- Project management and necessary meetings.
- Project closeout and record drawings.
- Grant Administration.

The project has been designed and bid and we are now moving towards construction in 2023. Our proposed scope covers construction inspection, submitting record drawings to MDEQ and ultimately provide a certification of compliance and acceptance package for the sewer improvements.

SCHEDULE AND FEE

Contract time for this project is 300 calendar days, which equates to approximately 40 weeks of construction. We have included several trips for our senior level construction manager/P.E., Mike Kirkpatrick, to help maintain good communication with the Contractor and work through construction question. Our estimated fees for the scope outlined above are listed below:

1. Construction Staking	\$25,000
2. Construction Inspection and Management	\$257,700
3. Grant Administration	\$10,000
4. Record Drawings	\$5,000
Subtotal	\$297,700
10% Contingency	\$29,750

TOTAL ENGINEERING AND CONSTRUCTION ADMINISTRATION FEE \$327,450

The construction amount for this project is approximately \$2,706,194.50 based on the recent bid opening. We propose using this construction total as a benchmark to calculate the construction management fee. It is industry standard to use 10% of the estimated fee as a target for construction management fees and we have used this strategy to estimate the construction management fee for this project. We are proposing to use 11% for this project due to the large scope of construction staking, resident interaction and public meetings, and grant administration. This information is in alignment with the reviewed and approved SID budget amounts for engineering as well.

As in years past, if we do not reach the total construction administration estimated fee, we will not bill the City and if the fee ends up higher due to the approach of using percentage of engineer's estimate price instead of contract time, we will finish the project on time and materials budget as approved by the City.

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

Sincerely,



Matt McGee, PE
 Project Manager
TD&H ENGINEERING

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the **7th day of February, 2023**, 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”).

RECITALS:

- A. The City desires to complete the project commonly known as the **Regional Sewer Project** (the “Project”), which Project requires certain Construction Administration services to be performed in connection therewith.
- B. The City has selected a contractor to perform the construction work for the Project, and the City now desires to engage Engineer to perform professional engineering services in the form of Construction Administration.
- C. 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 Construction Administration 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, or will enter into, with the general contractor for the

Project (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 contract documents related to 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 Two Hundred Ninety Seven Thousand and Seven Hundred 00/100 Dollars (\$297,700.00); provided, however, the Parties may agree to additional compensation in an amount not to exceed Twenty nine Thousand Seven Hundred Fifty and 00/100 Dollars (**\$29,750.00**) in the event presently unforeseen circumstances require Engineer to provide additional services or spend additional time on items not contemplated by this Agreement. 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 fifteen (15) 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. 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 of the City or its officers, agents or employees. Further, the Engineer will indemnify, hold harmless, and defend the City, its officers, employees and agents against any and all claims, demands, damages, costs, expenses or liability arising out of the Engineer's performance of this Agreement, except for liability arising out of the concurrent or sole negligence of the City or its officers, agents or employees.
10. INSURANCE. The Engineer will carry a general liability insurance and professional errors and omissions insurance during the term of this Agreement in an amount of not less than One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) per occurrence, and Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) per claim. Copies of certificates of insurance, suitable to the City, shall be filed with the City and are attached hereto and incorporated herein as Exhibit C. The engineer shall make the City an additional, named insured on its policy for this project, and will provide proof thereof prior to providing services under this agreement. Engineer shall also maintain workers' compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.

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.

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, 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.

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**

Grant Gager

Name: _____
Its: _____

[Exhibit A]

[Scope of Services]

[Exhibit B]

[Work Comp Insurance]

[Exhibit C]

[Other Certificates of Insurance]

RESOLUTION NO. 5084

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 CONSTRUCTION MANAGEMENT SERVICES FOR THE 2023 REGIONAL SEWER EXTENSION PROJECT.

WHEREAS, by Resolution No. 4954 the City of Livingston previously entered into a Professional Services Agreement with TD&H Engineering of Montana, to provide engineering services to the City of Livingston; and

WHEREAS, City administration requested a proposal for engineering services from TD&H Engineering for the 2023 Regional Sewer Extension Project, and based on the recent bid opening, the construction amount for this project is approximately \$2,706,194.50 with a recommended \$100,000 contingency as noted in the engineer’s recommendation to award attached hereto as “Exhibit A”, which requires oversight and management; and

WHEREAS, TD&H has provided the attached construction management proposal for completing the 2023 Regional Sewer Extension Project outlining their scope of work, and defining the relationship between the parties in the General Services Agreement attached hereto as “Exhibit B”; 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 enter into the Professional Services Agreement with TD&H Engineering, Inc. for the 2023 Sewer Extension Project, and authorization for the 2023 Regional Sewer Extension Project.

APPROVED AND ADOPTED, by the City Commission of the City of Livingston, this 7th day of February, 2023.

MELISSA NOOTZ, Chair

ATTEST:

APPROVED TO AS FORM:

**FAITH KINNICK,
Recording Secretary**

**BRUCE BECKER,
Interim City Attorney**

Date: 02/07/2023
To: Chair Nootz and City Commissioners
From: Shannon Holmes, Public Works Director

Staff Report for Resolution No. 5085

Recommendation and Summary

Staff is recommending the Commission Approve Resolution No. 5085 with Western Municipal to provide Construction Services to include the use of \$100,000.00 of contingency funds as deemed necessary for the Regional Sewer Project by adopting the following motion:

“I move to approve Resolution Number] with TD&H and authorize the Chair and City Manager to sign the Resolution No. 5085.”

The reasons for the recommendation are as follows:

- Western Municipal is the lowest responsible bidder for the Regional Sewer Project.
- TD&H and City staff completed due diligence on reference checks for Western Municipal on similar projects, which are included in Attachment A.

Introduction and History

Western Municipal was the lowest responsible bidder for the Regional Sewer Project that was publicly bid in December 2022. Their bid for construction is \$2,706, 194.50. The Engineer’s estimate for construction was \$2,819,352.00. Western Municipal has worked with the City of Livingston on three projects within the last 8 years. They include the 2015 CIP, 2019 CIP and Park Street Water Rehabilitation Project in 2019. TD&H Engineering and City staff believe Western Municipal has the knowledge, experience and ability to successfully complete this project.

Analysis

This General Services Agreement applies to the Construction Services for the Regional Sewer Project that will provide sewer service to residents in the Green Acres and Montague Subdivisions. The construction amount for this project is \$2,706,194.50 with a \$100,000 contingency. This agreement and scope are based on a 300-calendar day construction schedule.

Fiscal Impact

The General Services Agreement contract amount is included in the Special Improvement District (SID) budget.

Strategic Alignment

This project satisfies goal 3.12 Green Acres annexation/creation of SID of the 2019-2024 Organizational Strategic Plan. This project also aligns with several goals in the Growth Policy that pertain to land use, natural environment, housing and local services.

Attachments

- Attachment A: TD&H recommendation to Award for Regional Sewer Project
- Attachment B: General Services Agreement

January 17, 2023

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

**RE: CITY OF LIVINGSTON REGIONAL SEWER EXTENSION
 ENGINEER RECOMMENDATION**
 TD&H ENGINEERING JOB NO. B22-011

Dear Shannon,

TD&H has tabulated the bids from contractors for the Regional Sewer Extension Project. After an active and successful bidding period, overall five contractors submitted bids on the project. All contractors submitted bids to the City of Livingston on December 15, 2022. The tabulated bids are detailed and attached including the engineer's estimate. TD&H did the proper background due diligence for the apparent low bidder for the work, Western Municipal Construction, which includes reference checks on recent projects and requested qualifications information. This information is also attached to this letter.

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

	<u>Engineer's Estimate</u>	<u>Low Bid (Western)</u>
Base Bid	\$2,819,352.00	\$2,706,194.50

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

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

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

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt McGee".

Matt McGee, PE
Project Manager
TD&H ENGINEERING

Attachments: Livingston Regional Sewer Extension Bid Tabulation
Western Municipal Qualifications and References

J:\2022\B22-011 Livingston Regional Sewer Extension Design\CONSTRUCTION\Western
Municipal\Qualifications\CITY OF LIVINGSTON RECOMENDATION TO AWARD RSE.DOC


City of Livingston Regional Sewer Extension
 TD&H Engineering
 Thursday, December 15, 2022

Contractor	MT Contractors Registration #	Bid Bond	Executed Forms	Addendum 1	Base Bid
* Western Municipal Construction, Inc.	13329	X	X	X	\$2,706,194.50
DC Excavation, LLC	224559	X	X	X	\$2,916,905.74
* Helena Sand & Gravel, Inc.	53632	X	X	X	\$3,554,069.00
* Askin Construction LLC	23221	X	X	X	\$2,799,807.00
* COP Construction LLC	55440	X	X	X	\$3,154,259.00

* Electronic Submission

**City of Livingston Regional Sewer Extension
Bid Tabulation For Bids Dated December 15, 2022**

ITEM NO.	DESCRIPTION	EST. QUANTITY	UNIT	Engineer's Estimate		Western Municipal Construction, Inc.		DC Excavation, LLC		Helena Sand & Gravel, Inc.		Askin Construction LLC		COP Construction LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization (Maximum 5% of Total Bid)	1	LS	\$ 123,000.00	\$ 123,000.00	130,000.00	\$ 130,000.00	103,922.99	\$ 103,922.99	175,000.00	\$ 175,000.00	139,900.00	\$ 139,900.00	155,500.00	\$ 155,500.00
2	Traffic Control	1	LS	\$ 70,000.00	\$ 70,000.00	17,600.00	\$ 17,600.00	27,500.00	\$ 27,500.00	32,000.00	\$ 32,000.00	30,000.00	\$ 30,000.00	22,100.00	\$ 22,100.00
3	Locate and Protect Public & Private Utilities	1	LS	\$ 50,000.00	\$ 50,000.00	27,100.00	\$ 27,100.00	16,084.45	\$ 16,084.45	33,001.00	\$ 33,001.00	23,000.00	\$ 23,000.00	48,000.00	\$ 48,000.00
4	Underground Utility Crossing	76	EA	\$ 675.00	\$ 51,300.00	1,200.00	\$ 91,200.00	1,204.87	\$ 91,570.12	245.00	\$ 18,620.00	750.00	\$ 57,000.00	560.00	\$ 42,560.00
5	Parallel Utility Line Protect & Support	750	LF	\$ 30.00	\$ 22,500.00	44.00	\$ 33,000.00	30.12	\$ 22,590.00	48.00	\$ 36,000.00	25.00	\$ 18,750.00	29.00	\$ 21,750.00
6	Exploratory Excavation														
	Small Crew	10	HR	\$ 750.00	\$ 7,500.00	270.00	\$ 2,700.00	443.13	\$ 4,431.30	500.00	\$ 5,000.00	250.00	\$ 2,500.00	245.00	\$ 2,450.00
	Large Crew	10	HR	\$ 1,500.00	\$ 15,000.00	820.00	\$ 8,200.00	589.53	\$ 5,895.30	500.00	\$ 5,000.00	750.00	\$ 7,500.00	650.00	\$ 6,500.00
7	Sanitary Sewer Pipe														
	4" SDR 26 PVC Sewer Service	3,238	LF	\$ 60.00	\$ 194,280.00	59.00	\$ 191,042.00	84.33	\$ 273,060.54	95.00	\$ 307,610.00	65.00	\$ 210,470.00	65.00	\$ 210,470.00
	8" SDR 35 PVC Sewer Main	9,595	LF	\$ 80.00	\$ 767,600.00	68.30	\$ 655,338.50	99.18	\$ 951,632.10	74.00	\$ 710,030.00	82.00	\$ 786,790.00	113.00	\$ 1,084,235.00
	10" SDR 35 PVC Sewer Main	3,536	LF	\$ 95.00	\$ 335,920.00	90.00	\$ 318,240.00	110.68	\$ 391,364.48	77.00	\$ 272,272.00	90.00	\$ 318,240.00	124.00	\$ 438,464.00
8	Sewer Wyes, 4"	152	EA	\$ 500.00	\$ 76,000.00	360.00	\$ 54,720.00	447.44	\$ 68,010.88	120.00	\$ 18,240.00	600.00	\$ 91,200.00	157.00	\$ 23,864.00
9	Sanitary Sewer Cleanout, 4"	25	EA	\$ 500.00	\$ 12,500.00	400.00	\$ 10,000.00	1,198.55	\$ 29,963.75	500.00	\$ 12,500.00	650.00	\$ 16,250.00	740.00	\$ 18,500.00
10	Sanitary Sewer Service Cap, 4"	127	EA	\$ 150.00	\$ 19,050.00	94.00	\$ 11,938.00	62.08	\$ 7,884.16	35.00	\$ 4,445.00	200.00	\$ 25,400.00	20.00	\$ 2,540.00
11	4' Diameter Sewer Manhole, 5' Depth	49	EA	\$ 4,000.00	\$ 196,000.00	4,500.00	\$ 220,500.00	3,766.39	\$ 184,553.11	2,700.00	\$ 132,300.00	4,800.00	\$ 235,200.00	6,200.00	\$ 303,800.00
12	Extra Depth Sewer Manhole, 4' Dia.	350	VF	\$ 300.00	\$ 105,000.00	180.00	\$ 63,000.00	232.40	\$ 81,340.00	2,500.00	\$ 875,000.00	200.00	\$ 70,000.00	173.00	\$ 60,550.00
13	Connect To Existing Sewer Main	3	EA	\$ 3,500.00	\$ 10,500.00	3,400.00	\$ 10,200.00	5,478.87	\$ 16,436.61	3,000.00	\$ 9,000.00	3,250.00	\$ 9,750.00	2,800.00	\$ 8,400.00
14	Connect to Existing Sewer Service	25	EA	\$ 2,500.00	\$ 62,500.00	500.00	\$ 12,500.00	272.22	\$ 6,805.50	800.00	\$ 20,000.00	1,000.00	\$ 25,000.00	125.00	\$ 3,125.00
15	By-pass Pumping	1	LS	\$ 20,000.00	\$ 20,000.00	5,400.00	\$ 5,400.00	10,672.55	\$ 10,672.55	22,000.00	\$ 22,000.00	5,000.00	\$ 5,000.00	3,000.00	\$ 3,000.00
16	Remove & Replace 3" Thick Section of Crushed Gravel in Roads & Alleys, 1.5" Minus	6,272	SY	\$ 20.00	\$ 125,440.00	12.00	\$ 75,264.00	1.97	\$ 12,355.84	6.50	\$ 40,768.00	9.50	\$ 59,584.00	14.00	\$ 87,808.00
17	Remove and Replace Concrete	125	SF	\$ 18.00	\$ 2,250.00	21.00	\$ 2,625.00	93.49	\$ 11,686.25	100.00	\$ 12,500.00	50.00	\$ 6,250.00	47.00	\$ 5,875.00
18	Remove and Replace Concrete Gutter	130	LF	\$ 65.00	\$ 8,450.00	62.00	\$ 8,060.00	85.86	\$ 11,161.80	105.00	\$ 13,650.00	70.00	\$ 9,100.00	80.00	\$ 10,400.00
19	Remove and Replace Asphalt Pavement	7,541	SY	\$ 30.00	\$ 226,230.00	55.00	\$ 414,755.00	34.64	\$ 261,220.24	47.00	\$ 354,427.00	45.00	\$ 339,345.00	46.00	\$ 346,886.00
20	1.5" Minus Crushed Base Course, 6" Thick	7,541	SY	\$ 10.00	\$ 75,410.00	9.00	\$ 67,869.00	9.19	\$ 69,301.79	9.00	\$ 67,869.00	10.00	\$ 75,410.00	7.00	\$ 52,787.00
21	6" Minus Subbase, 12" Thick	7,541	SY	\$ 12.00	\$ 90,492.00	11.00	\$ 82,951.00	17.17	\$ 129,478.97	15.00	\$ 113,115.00	14.00	\$ 105,574.00	9.00	\$ 67,869.00
22	Restore Field Trench - Seeding & Grading	1,343	SY	\$ 10.00	\$ 13,430.00	4.00	\$ 5,372.00	7.03	\$ 9,441.29	5.00	\$ 6,715.00	8.00	\$ 10,744.00	2.00	\$ 2,686.00
23	Landscape Restoration														
	Remove and Replace Fence	190	LF	\$ 100.00	\$ 19,000.00	33.00	\$ 6,270.00	33.90	\$ 6,441.00	79.00	\$ 15,010.00	25.00	\$ 4,750.00	30.00	\$ 5,700.00
	Remove and Replace Trees	3	EA	\$ 1,500.00	\$ 4,500.00	770.00	\$ 2,310.00	176.97	\$ 530.91	1,399.00	\$ 4,197.00	2,500.00	\$ 7,500.00	1,500.00	\$ 4,500.00
	Remove and Replace Hedges and Shrubs	20	LF	\$ 250.00	\$ 5,000.00	42.00	\$ 840.00	75.31	\$ 1,506.20	200.00	\$ 4,000.00	75.00	\$ 1,500.00	58.00	\$ 1,160.00
	Remove and Replace Landscape Rock	1	LS	\$ 5,000.00	\$ 5,000.00	4,700.00	\$ 4,700.00	1,061.80	\$ 1,061.80	9,000.00	\$ 9,000.00	4,000.00	\$ 4,000.00	360.00	\$ 360.00
	Replace or Repair Irrigation Systems	1	LS	\$ 10,000.00	\$ 10,000.00	8,600.00	\$ 8,600.00	3,780.87	\$ 3,780.87	26,000.00	\$ 26,000.00	2,500.00	\$ 2,500.00	4,700.00	\$ 4,700.00
	Remove and Replace Concrete Lawn Edging	50	LF	\$ 60.00	\$ 3,000.00	20.00	\$ 1,000.00	15.65	\$ 782.50	90.00	\$ 4,500.00	50.00	\$ 2,500.00	17.00	\$ 850.00
	Remove and Replace Landscape Timbers	50	LF	\$ 60.00	\$ 3,000.00	22.00	\$ 1,100.00	28.31	\$ 1,415.50	28.00	\$ 1,400.00	28.00	\$ 1,400.00	32.00	\$ 1,600.00
24	Topsoil, Seed, & Fertilizing	1	LS	\$ 3,000.00	\$ 3,000.00	49,800.00	\$ 49,800.00	11,176.39	\$ 11,176.39	44,400.00	\$ 44,400.00	12,000.00	\$ 12,000.00	8,600.00	\$ 8,600.00
25	Flowable Fill	10	CY	\$ 150.00	\$ 1,500.00	500.00	\$ 5,000.00	208.14	\$ 2,081.40	1,250.00	\$ 12,500.00	170.00	\$ 1,700.00	167.00	\$ 1,670.00
26	Clean Up (Minimum 3% of Total Bid)	1	LS	\$ 85,000.00	\$ 85,000.00	107,000.00	\$ 107,000.00	89,765.15	\$ 89,765.15	136,000.00	\$ 136,000.00	84,000.00	\$ 84,000.00	95,000.00	\$ 95,000.00
	TOTAL			\$ 2,819,352.00		\$ 2,706,194.50		\$ 2,916,905.74		\$ 3,554,069.00		\$ 2,799,807.00		\$ 3,154,259.00	


 Matt McGee P.E. 39023
 TD&H Engineering
 Date: December 20, 2022

Denotes that amount does not match Bid Form



WESTERN MUNICIPAL CONSTRUCTION, INC.

5855 Elysian Road Billings, MT 59101

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

WESTERN MUNICIPAL CONSTRUCTION, INC. PROJECT REFERENCES, CONTRACTS COMPLETED, PROJECT EXPERIENCE

PROJECT: W.O. 22-10 Alkali Creek Water and Sewer Extension

OWNER: City of Billings
210 N. 27th Street
Billings, MT 59101
Travis Harris
(406) 200-0208
Email: harrist@ci.billings.mt.us

ENGINEER: Morrison Maierle
315 N. 25th St., Suite 102
Billings, MT 59101
John Heine
(406) 591-3829
Email: jheine@m-m.net

WORK PERFORMED: Schedule 1 consists of dewatering for all water and sewer installations for the entire project, including installation, operation, and removal of dewatering equipment. Schedule 2A consists of all sanitary sewer installations for the project, including 3,846 LF of 21" PVC sanitary sewer main, manholes, and surface restoration. Schedule 2B consists of all water installations for the project, including 3,565 LF of 12" PVC water main, 148 LF of 8" PVC water main, gate valves, fire hydrant assemblies, and surface restoration.

SUPERINTENDENT: John Grinsteiner

PROJECT MANAGER: Chad Hasler

CONTRACT AMOUNT: \$3,875,064.00

CONTRACT DATE: 4/12/22

PERCENT OF WORK COMPLETED BY WMC: 90%

PROJECT: W.O. 21-42 SBURA Gravel Street Improvements, Phase 1

OWNER: City of Billings
2224 Montana Ave.
Billings, MT 59101
Tyler Westrope
(406) 247-8656
Email: westropet@billingsmt.gov

GENERAL CONTRACTOR: Knife River
4014 Hesper Road
Billings, MT 59108
Gregg Morgan
(406) 651-2500
Email: gregg.morgan@kniferiver.com

ENGINEER: Sanderson Stewart
1300 N. Transtech Way
Billings, MT 59102
D.J. Clark
(406) 869-3358
Email: dclark@sandersonstewart.com

WORK PERFORMED: 2,756 LF of 8" PVC water main, 2,756 LF storm drainpipe.

SUPERINTENDENT: John Grinsteiner / Corina Bruce

PROJECT MANAGER: Chad Hasler

CONTRACT AMOUNT: \$1,330,925.00

CONTRACT DATE: 4/7/22

PROJECT: Ravalli County TEDD Wastewater Project, Phase 1

OWNER: Ravalli County
215 S. 4th St., Suite C
Hamilton, MT 59870
Donnie Ramer, Director of Public Works
(406) 375-6500
Email: dpw@cityofhamilton.net

ENGINEER: HDR Engineering, Inc
700 SW Higgins Ave., Suite 300
Missoula, MT 59803
Dan Harmon, P.E.
(406) 532-2207
Email: dan.harmon@hdrinc.com

WORK PERFORMED: Installation of approximately 2,481 LF of 12" diameter sewer gravity main, crossing the Montana Rail Link right-of way using a boring and casing, crossing of the Corvallis Canal and Water Company Canal, and re-paving Old Corvallis Road following installation of the sanitary sewer gravity main and service line connections.

SUPERINTENDENT: Corina Bruce

PROJECT MANAGER: Dillon Clause

CONTRACT AMOUNT: \$1,463,830.00

CONTRACT DATE: 2/8/22

**SUBSTANTIAL
COMPLETION DATE:** 5/6/22

**PERCENT OF WORK
COMPLETED BY WMC:** 96%



Western Municipal Construction Inc.

5855 Elysian Road • Billings, MT 59101

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

PROJECTS IN PROGRESS

PROJECT: Phase 3 Water System Improvements

OWNER: Town of Circle
105 Main Street
Circle, MT 59215
(406) 485-2524

ENGINEER: Great West Engineering
6780 Trade Center Avenue
Billings, MT 59101
Greg Lukasik
glukasik@greatwesteng.com
(406) 652-5000

WORK

PERFORMED: The project consists of approximately 1,475 LF of 8" PVC water main that replaces 4" AC. Schedule 2 includes approximately 1,275 LF of 8" PVC water main that replaces 6" and 4" CIP and 6" AC. Schedule three includes approximately 760 LF of 8" PVC water main that replaces 4" and 6" AC. Schedule 4 includes approximately 2,630 LF of 8" PVC water main that replaces 4" AC. All schedules include new gate valves, fittings, services and fire hydrants.

SUPERINTENDENT: John Grinsteiner

PROJECT MANAGER: Chad Hasler

CONTRACT AMOUNT: \$2,692,499

CONTRACT DATE: 11/30/2022

PERCENT COMPLETE: 0%

PROJECT: MDT Underpass Ave

OWNER: Montana Department of Transportation
PO Box 201001
Helena, MT 59620
(406) 444-6200

ENGINEER: Montana Department of Transportation
PO Box 201001
Helena, MT 59620
(406) 444-6200

GENERAL CONTRACTOR: Riverside Contracting, Inc.
7116 Cowboy Way
Billings, MT 59101
Clinton Habel
(406) 256-0555
Email: chabel@riversidecontracting.com

WORK PERFORMED: Installation of 735 LF PVC Press 16" water, 43 LF PVC Press 12" water, 607 LF 24" storm drain pipe, new storm water pump station, 1063 LF 18" storm drain pipe, 94 LF 12" storm drain pipe.

SUPERINTENDENT: John Grinsteiner

PROJECT MANAGER: Chad Hasler

CONTRACT AMOUNT: \$2,088,189.50

CONTRACT DATE: 8/31/2022

PERCENT COMPLETE: 0%

PROJECT: Costco Warehouse

OWNER: Costco Wholesale Corporation
999 Lake Drive
Issaquah, WA 98027
(425) 313-0965

ENGINEER: MG2
1101 Second Avenue, Suite 100
Seattle, WA 98101
(206) 962-6500

GENERAL CONTRACTOR: Knife River – Billings
P.O. Box 80066
Billings, MT 59108
Grant Clingingsmith
Grant.Clingingsmith@kniferiver.com
(406) 651-2500

WORK

PERFORMED: The project consists of 7,607 LF of 6" to 21" Storm Drain piping, storm drain cleanouts, 800 LF of 24 " and 60" Irrigation, 48" – 84" SD Manholes, 120" SD Manhole Pump Station, (3) Chambered Stormwater Retention Systems, 1,956 LF of 6" – 8" Sanitary Sewer piping, 48" Manholes, cleanouts, Oil / Water Separator. 1,706 LF of 3" – 12" PVC waterline and appurtenances, Water Meter Vault, 150 LF of 6" PVC Fireline and Fire Vault.

SUPERINTENDENT: Corina Bruce

CONTRACT AMOUNT: \$3,837,643.47

CONTRACT DATE: 10/20/2022

PERCENT COMPLETE: 30%



WESTERN MUNICIPAL CONSTRUCTION, INC.

5855 Elysian Road Billings, MT 59101

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

City of Livingston Regional Sewer Extension Subcontractors / Suppliers

Aggregate Supplier – Fisher Sand & Gravel

Precast Supplier – Anderson Precast

Pipe & Fittings Supplier – Ferguson

Asphalt Subcontractor – True North Contracting LLC

Concrete Subcontractor – High Country Paving

Estimated Construction Schedule is Based on one Mainline & One Service Crew.
 Possibility for a Sooner start date, Weather depending.
 Possibility for more Crews, depending start date.

Livingston Regional Sewer Extension
Estimated Construction Schedule
Livingston, MT - 2023

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Calendar																											
							Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23																		
1		Pre Construction	38 days	Thu 1/5/23	Mon 2/27/23		[Gantt bar from Jan 5 to Feb 27]																											
2		Administrative	38 days	Thu 1/5/23	Mon 2/27/23		[Gantt bar from Jan 5 to Feb 27]																											
3		Notice of Award	0 days	Mon 1/30/23	Mon 1/30/23		[Milestone diamond at Jan 30]																											
4		Notice to Proceed	0 days	Mon 2/27/23	Mon 2/27/23	3	[Milestone diamond at Feb 27]																											
5		Mobilization	10 days	Mon 2/13/23	Fri 2/24/23		[Gantt bar from Feb 13 to Feb 24]																											
6		Mobilize Equipment	10 days	Mon 2/13/23	Fri 2/24/23		[Gantt bar from Feb 13 to Feb 24]																											
7		Jobsite Set Up	4 days	Tue 2/21/23	Fri 2/24/23	6FS-4 days	[Gantt bar from Feb 21 to Feb 24]																											
8		Material Procurement	4 days	Tue 2/21/23	Fri 2/24/23	7FS-4 days	[Gantt bar from Feb 21 to Feb 24]																											
9		Set Up Traffic Control	3 days	Wed 2/22/23	Fri 2/24/23	8FS-3 days	[Gantt bar from Feb 22 to Feb 24]																											
10		Sewer Main, Manholes & Services Install	126 days	Mon 2/27/23	Mon 8/21/23		[Gantt bar from Feb 27 to Aug 21]																											
11		Connect To Existing Manhole MHSS#1 (C2.10-Sta.7+90)	1 day	Mon 2/27/23	Mon 2/27/23	9	[Milestone diamond at Feb 27]																											
12		Install 691 LF 10" Main MHSS#1,#35,#36,& #38 (C2.10-Sta.7+90-1+00)	5 days	Tue 2/28/23	Mon 3/6/23	11	[Gantt bar from Feb 28 to Mar 6]																											
13		Install 326 LF 10" Main MHSS#39, & #40 (C2.11-Sta.2+90-6+16)	3 days	Tue 3/7/23	Thu 3/9/23	12	[Gantt bar from Mar 7 to Mar 9]																											
14		Install 191 LF 8" Main & MHSS#37 (C2.11-Sta.2+90-1+00)	2 days	Fri 3/10/23	Mon 3/13/23	13	[Gantt bar from Mar 10 to Mar 13]																											
15		Install 448 LF 8" Main, Services & MHSS#41 (C2.12-Sta.5+48-1+00)	6 days	Tue 3/14/23	Tue 3/21/23	14	[Gantt bar from Mar 14 to Mar 21]																											
16		Install 449 LF 10" Main, Services, & MHSS#42 (C2.13-Sta.5+49-1+00)	6 days	Wed 3/22/23	Wed 3/29/23	15	[Gantt bar from Mar 22 to Mar 29]																											
17		Install 254 LF 10" Main, Services, & MHSS#43 (C2.13-Sta.3+53-1+00)	2 days	Thu 3/30/23	Fri 3/31/23	16	[Gantt bar from Mar 30 to Mar 31]																											
18		Install 482 LF 10" Main, Services, MHSS#2,#3,#4, & #5 (C2.9-Sta.19+16-12+6)	4 days	Mon 4/3/23	Thu 4/6/23	17	[Gantt bar from Apr 3 to Apr 6]																											
19		Install 1,161 LF 10" Main, Services, MHSS#6,#7,#8, & #9 (C2.8/2.9-Sta.12+61-1+00)	7 days	Fri 4/7/23	Mon 4/17/23	18	[Gantt bar from Apr 7 to Apr 17]																											
20		Install 1,250 LF 8" Main, Services, MHSS#10,#11,#12, & #13 (C2.1-Sta.13+50-1+00)	10 days	Tue 4/18/23	Mon 5/1/23	19	[Gantt bar from Apr 18 to May 1]																											
21		Install 1,379 LF 8" Main, Services, MHSS#14,#15,#16, & #17 (C2.2-14+79-1+00)	14 days	Tue 5/2/23	Fri 5/19/23	20	[Gantt bar from May 2 to May 19]																											

Project: LivingstonRegionalSew
 Date: Thu 1/5/23

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			



DILLON CLAUSE

PROJECT MANAGER / SUPERINTENDENT

CONTACT

CELL: (406)671-9496
5855 ELYSIAN ROAD
BILLINGS, MT 59101

DCLAUSE@WMC-I.COM

PROFILE

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Dillon Clause has over six years of experience in heavy civil and commercial construction in the following positions: Superintendent, Foreman, and Heavy Equipment Operator.

EXPERIENCE

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

EDUCATION / TRAINING

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

QUALIFICATIONS

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

PROJECTS COMPLETED AS SUPERINTENDENT

- Neilsen-Halvorsen Sewer Rehabilitation; Sidney, MT; \$859K
- Valeria Storm Drain Replacement; Great Falls, MT; \$1.6M
- Makoshika State Park Water Supply; Helena, MT; \$891K
- Billings Rawhide Transmission Main; Billings, MT; \$1M
- Fairview Water Main Replacement; Fairview, MT; \$1.9M
- Sidney Circle Water Improvements; Sidney, MT; \$3.1M
- East Holly Waterline Improvements; Sidney, MT; \$370K
- Jamestown Rio Vista Water; Jamestown, WY; \$3.8M



TERRY SUTHERLAND
PROJECT MANAGER/
ESTIMATOR

CONTACT

(406) 254-2106
5855 ELYSIAN ROAD
BILLINGS, MT 59101

TERRYS@WMC-I.COM

PROFILE

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Terry Sutherland has over 34 years' experience in heavy civil construction with a wide range the included construction of roadways, municipal water and wastewater facilities, sewer and drainage systems, water storing tanks, large commercial septic systems and all element of private and commercial site construction.

EXPERIENCE

- Qualified Project Manager / Estimator specializing in estimating and managing utility and commercial projects from pipe installation, site dirt work, and much more in the heavy & commercial construction field.
- Responsible for overall management and the direction of crews and equipment
- Effective management from small projects to large municipal and complete subdivision projects.
- Highly motivated to produce quality work on tight deadlines and with safety in mind.

EDUCATION / TRAINING

- MSU-Bozeman
- HCSS, MS Project and Office Suite

QUALIFICATIONS

- Primavera SureTrak
- HCSS Heavy Bid
- Managing & Leading
- Planning & Scheduling
- Microsoft Office

PROJECTS

- Tulalip Water Pipeline, Segments 3,5 & 7 - \$20.5 M
- PW 09-15 Ventura Road Utilities Improvements Ph 2 - \$ 8 M
- 36" Raw Water Delivery - \$13.2 M
- Cross Valley Canal Expansion - \$65.2 M



MARTIN TURNER

SUPERINTENDENT

REFERENCES

- Brian Coffey; Operator
(406) 208-1473
- Greg Bruhm; Superintendent
(701) 240-1139
- John Grinsteiner; Superintendent
(406) 384-8202

CONTACT

(406) 254-2106
5855 ELYSIAN ROAD
BILLINGS, MT 59101

PROFILE

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Martin Turner has three years of experience in heavy civil and commercial construction in the following positions: Superintendent, Foreman, and Heavy Equipment Operator.

EXPERIENCE

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

EDUCATION / TRAINING

- Confined Space Safety
- Excavation & Trench Safety
- First Aid / CPR
- OSHA 40 - Hour

QUALIFICATIONS

- Planning & Scheduling
- Managing & Leading
- Cost Projects

PROJECTS COMPLETED AS SUPERINTENDENT

- Hardin Highway 313; Hardin, MT; KLE Construction; \$10M
- Johnson Lane Bridge; Billings, MT; KLE Construction; \$30M
- Sewer Rehab Project; Lame Deer, MT; KLE Construction; \$1.5M
- Roundup Water Rehab; Roundup, MT; KLE Construction; 3.7M
- Fiber Optic Updates; Roundup, MT; Anderson Underground; \$20M

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the **7th** day of **February, 2023**, by and between **THE CITY OF LIVINGSTON, MONTANA**, a municipal corporation and political subdivision of the state of Montana with its principal office located at 220 East Park Street, Livingston, MT 59047 (hereinafter referred to as the “City”), and **Western Municipal Construction Inc.**, an incorporated company with its principal place of business located at 5855 Elysian Road Billings, MT 59101 (hereinafter referred to as the “Contractor”; and together with the City, the “Parties”).

RECITALS:

- A. The Contractor is engaged in the business of providing construction and building services, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform construction services for the City.

- B. The Parties desire to define their respective rights, duties and obligations in connection with their relationship and, as a result, the Parties desire to proceed under the terms and conditions contained in this Agreement.

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

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

2. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Contractor agrees that all hiring will be on the basis of merit and qualifications and the Contractor will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

3. SCOPE OF WORK/SERVICES. Contractor shall complete all work as specified or indicated in the construction plans and specifications herein. The Project for which the

work shall be completed may be generally described as the “Livingston Regional Sewer Extension.”

4. **CONTRACT DOCUMENTS.** In addition to this Agreement, the contract documents shall consist of the Project Manual and all attachments and exhibits thereto, the Instructions to Bidder, bid, all issued addenda, drawings the specifications manual, bonds, and insurance certifications as required by the Instructions to Bidder and documents identified therein (the foregoing documents are collectively referred to in this Agreement as the “Contract Documents.”) The Contract Documents are collectively attached hereto and incorporated herein as Exhibit A.
5. **NATURE OF RELATIONSHIP.**
 - a. The Contractor states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Contractor shall perform the Project as an independent contractor. The Parties agree that the City is only interested in the end result of said project, not in the method of performance, and as such, the Contractor has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Contractor shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
 - b. The Contractor agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both State and Federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Contractor in performance of this Agreement.
 - c. **The contractor agrees to follow the Montana Preference law for materials and labor as set forth in 18-1-102 and 18-2-403 MCA. For projects valued in excess of \$25,000.00, the contractor agrees to post the job site with the standard**

prevailing wage information, to pay his employees the standard prevailing wage as established by the Montana commissioner of Labor and/or the federal government and to maintain records thereof for three years.

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

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

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

e. It will complete the Services in a workmanlike manner according to industry standards and practices.

f. Will commit to being responsive and responsible during the City of Livingston 2-year warranty period for work completed in this project and warranty claims related to this project. Procedures for warranty work will comply with EJCDC C-700 Standard General Conditions of the Construction Contract section 15.08 Correction Period.

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

7. ADDITIONAL CONTRACTOR RESPONSIBILITIES. The Contractor shall:

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

8. CITY'S RESPONSIBILITIES. The City shall:

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

9. PAYMENT.

- a. Subject to additions or deductions by change order, the Contractor shall perform his obligations under this agreement for the contract price of Two million seven hundred six thousand one hundred and ninety-four and fifty cents (\$2,706,194.50). Pay estimates submitted by Contractor must first be approved by the City or its designee prior to payment. All bills shall be submitted fourteen (14) days before the regularly scheduled meeting of the City Commission to the Public Works Director at 330 Bennett Street, Livingston, Montana.
- b. In connection with obtaining payment under this Agreement, Contractor agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Contractor assumes responsibility for the late filing of a claim.
- c. In the event the Contractor seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Contractor must seek prior written authorization from the City before such expenditure is incurred. If the Contractor fails to obtain prior written authorization, the Contractor shall not be entitled to payment for the unauthorized work, materials or services.

10. TERMINATION.

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

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

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

12. INSURANCE AND BONDING. During the term of this Agreement, Contractor shall be responsible for maintaining, at its sole expense, insurance coverage and bonding. The Contractor shall provide the City with certificates of insurance demonstrating such insurance coverage and bonding and the certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage. The certificates of insurance shall also name the City as an additional insured. The Contractor shall:
 - a. Maintain a comprehensive public liability insurance policy, including automobile coverage, insuring against loss and for damages for personal injury or death and/or property loss, damage or destruction arising out of or in connection with the performance of this Agreement by the Contractor, its officers, agents and employees with the minimum liability limit of \$3,000,000.00 per claim and \$1,000,000.00 for each occurrence, as set forth in sections 5 of the bidding documents.

 - b. Maintain workmen's compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.

- c. Make, execute, and deliver to the City a good a sufficient bond with a surety company licensed in Montana, as surety, conditioned that Contractor shall (i) faithfully perform all of the provisions of this Agreement, (ii) pay all laborers, mechanics, subcontractors, and material suppliers, and (iii) pay all persons who supply the Contractor or subcontractors with provisions, provender, material, or supplies for performing the work.
13. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
14. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
15. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
16. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Services and supersedes all prior agreements and understandings between the Parties with respect to the Services.
17. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement. The project specifications specify 90 working days to complete the project.

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

23. LIAISON. The designated liaison with the City is Shannon Holmes or Martha O'Rourke, both of whom can be reached at (406) 222-5667. The Contractor's liaison is Dillon Clause who can be reached at 406-254-2106.

24. GOVERNING LAW. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.

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

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

City of Livingston

Contractor _____

City Manager

Name: _____

Date

Its: _____

Date

[Exhibit A]

[Certificates of WC and UE Insurance or Exemptions]

Exhibit B

[Certificates of Insurance]

RESOLUTION NO. 5085

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH WESTERN MUNICIPAL, FOR CONSTRUCTION SERVICES TO INCLUDE THE USE OF \$100,000.00 OF CONTINGENCY FUNDS AS DEEMED NECESSARY FOR THE 2023 REGIONAL SEWER PROJECT.

WHEREAS, by Resolution No. 4954 the City of Livingston previously entered into a Professional Services Agreement with TD&H Engineering of Montana, to provide engineering services to the City of Livingston; and

WHEREAS, City administration requested a proposal for engineering services from TD&H Engineering for the 2023 Regional Sewer Project, and based on the recent bid opening, the construction amount for this project is approximately \$\$2,706,194.50 with a \$100,000 contingency as noted in the engineer’s recommendation attached hereto as “Exhibit A”, which requires oversight and management; and

WHEREAS, Western Municipal has provided the attached proposal for completing the 2023 Regional Sewer Extension Project outlining their scope of work, and defining the relationship between the parties in the General Services Agreement attached hereto as “Exhibit B”; 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 enter into the Construction Services Agreement with Western Municipal, Inc. for the 2023 Sewer Extension Project, and authorization for the use of up to \$100,000 in contingency funds as deemed necessary.

APPROVED AND ADOPTED, by the City Commission of the City of Livingston, this 7th day of February, 2023.

MELISSA NOOTZ, Chair

ATTEST:

APPROVED TO AS FORM:

**FAITH KINNICK,
Recording Secretary**

**BRUCE BECKER,
Interim City Attorney**

Date: 2/7/2022
To: Chair Nootz and City Commissioners
From: Grant Gager, City Manager

**Staff Report for Appointment of City Commissioner
To the Livingston Community Trust Board**

Recommendation and Summary

Staff is recommending the Commission appoint a member to serve on the Livingston Community Trust Board of Trustees by adopting the following motion:

“I move to appoint ___(Name)___ to the Community Trust Board of Trustees.”

The reasons for the recommendation are as follows:

- The Livingston Community Trust Board of Trustees maintains a position for services by a City of Livingston City Commissioner.

Introduction and History

The Livingston Community Trust was established to improve the quality of life in Park County by encouraging self-sustaining projects for economic development, for provision of human services, for education and for the arts. The Trust accepts grant applications for projects from corporations, civic bodies, local governments, and other groups whose functions are to benefit the community of Park County, Montana.

Analysis

The Livingston Community Trust Board of Trustees maintains a position for services by a City of Livingston City Commissioner.

Fiscal Impact

There is no fiscal impact arising from this appointment.

Strategic Alignment

This appointment will help the City of Livingston fulfill its goal of supporting the community.

Attachments

None

Date: 2/7/2023
To: Chair Nootz and City Commissioners
From: Grant Gager, City Manager

Staff Report for Growth Policy Implementation Plan

Recommendation and Summary

Staff is providing an update to the City Commission on the plan to begin implementing the Growth Policy. As such, no motion is requested or required though the Commission may provide direction to the City Manager to guide the process.

The reasons for the recommendation are as follows:

- The Growth Policy was adopted by the Livingston City Commission on June 15, 2021.
- City staff has identified a plan to being implementing the recommendations of the Growth Policy and is seeking Commission input before proceeding.

Introduction and History

Part 6 of Chapter 1 of Title 76 of the Montana Code Annotated establishes growth policies and provides for the contents of the document. Section 605 of that Part, requires that the City Commission “be guided by and give consideration to the general policy and pattern of development set out in the growth policy” in certain actions, including the “adoption of zoning ordinances and resolutions.” The City of Livingston most recently updated its Growth Policy on June 15, 2021.

Analysis

The City of Livingston Growth Policy contains 21 goals, 74 objectives and 219 strategies in nine topic areas. Additionally, Chapter 11 of the Growth Policy includes four land use recommendations, including, most specifically, the adoption of an ordinance for planned unit developments. City staff has worked to develop and process for implementing the short, medium and long-term goals, objectives and strategies of the Growth Policy.

Fiscal Impact

Certain components of the City of Livingston Growth Policy may be implemented using existing staff and resources. In certain matters, the use of external resources may be required. Such resources will be used within budgeted levels and in accordance with the City’s procurement policy.

Strategic Alignment

Implementing the Growth Policy will help to align city operations, policies and projects with the goals and objectives identified by the community.

Attachments

None