



# Livingston City Commission Agenda

February 06, 2018

6:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Consent Items

- A. CONSENT - Approve minutes from regular commission meeting 1.16.18 Page 4
- B. CONSENT - Approve Bills and Claims Page 8
- C. CONSENT - Pledged Securities Report Page 26
- D. CONSENT - Approval Final Draft of City of Livingston and Park County Compact Interlocal Agreement Page 30
- E. CONSENT - Approve application of Adam Stern for re-appointment to the City Planning Board Page 36
- F. CONSENT - Approve application of Jim Baerg for re-appointment to Planning Board Page 38
- G. CONSENT - Approve application of Jodi Willingham for appointment to Tree Board Page 40
- H. CONSENT - Approve application of Lisa Harreld for re-appointment to Tree Board Page 42

6. Proclamations

7. Scheduled Public Comment

- A. Scott Buecker and Brian Viall from AE2S with update regarding Livingston Water Reclamation Facility (WRF) upgrade

8. Public Hearings

9. Ordinances

10. Resolutions

- A. RESOLUTION NO. 4778 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH FOUR CORNERS RECYCLING, LLC. Page 44
- B. RESOLUTION NO. 4779 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A CONSTRUCTION AGREEMENT FOR MAINTENANCE WITH THE MONTANA DEPARTMENT OF TRANSPORTATION. Page 61

11. Action Items

- A. Discuss Transportation Study recommendations and implementation
- B. Discuss Snow Removal per Livingston City Ordinance Section 12-11 through 12-13

12. Public Comments

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

13. City Manager Comments

14. City Commission Comments

15. Adjournment

**Calendar of Events**

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

February 13, 2018 - 3:30 p.m. - Historic Preservation regular meeting, Community Room, City/County Complex

February 13, 2018 - 7:00 p.m. - Board of Adjustments regular meeting, Community Room, City/County Complex

February 19, 2018 - Presidents Day - City Offices Closed

February 20, 2018 - World Day of Justice

February 20, 2018 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex

February 21, 2018 - 8:30 a.m. - Urban Renewal Agency regular meeting, East Room, City/County Complex

February 21, 2018 - 4:00 p.m. - Livingston Park County Library regular meeting, meeting room, Library 228 West Callender

February 21, 2018 - 5:30 p.m. - Planning Board regular meeting, Community Room, City/County Complex

February 26, 2018 - 6:00 p.m. - Parks and Trails Committee regular meeting, Community Room, City/County Complex

**Supplemental Material**

Notice

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

**Backup material for agenda item:**

- A. CONSENT - Approve minutes from regular commission meeting 1.16.18

**LIVINGSTON CITY COMMISSION  
MINUTES**

**January 16, 2018**

**6:30 p.m.**

**City- County Complex, Community Room**

- 1. Call to Order**
- 2. Roll Call**
  - Hoglund, Schwarz, Friedman and Mabie were present. (Sandberg absent)
- 3. Moment of Silence**
- 4. Pledge of allegiance**
- 5. Consent Items (00:00:45)**
  - A. Approve minutes from regular 1.4.18 commission meeting**
  - B. Approve Claims**
  - C. Approve Bill Walsh's application for Board of Adjustments**
    - Friedman made a motion to approve Consent Items A-C. Schwarz seconded.
      - All in favor, motion passed 4-0.
- 6. Proclamations**
  - **Fire Chief MacInnes introduced Livingston's newest fire fighter, Blake Roehl. (00:01:28)**
- 7. Scheduled Public Comment**
  - A. Scheduled Public Comment - Katie Weaver, MSU Extension, with economic development update (00:02:25)**
- 8. Public Hearings**
- 9. Ordinances**
- 10. Resolutions**
  - A. Resolution 4774 - A RESOLUTION RELATING TO THE \$5,000,000 SEWER IMPROVEMENT REVENUE BOND (USDA-RD LOAN PROGRAM), SERIES 2018A; AUTHORIZING THE ISSUANCE THEREOF AND FIXING THE TERMS AND CONDITIONS THEREOF. (00:08:08)**

- Bond Counsel Ben Johnson made comments (00:09:25)
- Friedman made a motion to pass Resolution No. 4774. Schwarz seconded.
  - All in favor, motion passed 4-0.

**B. RESOLUTION NO. 4775 - A RESOLUTION RELATING TO \$6,900,000 SEWER IMPROVEMENT REVENUE BONDS (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), CONSISTING OF \$400,000 SUBORDINATE LIEN TAXABLE SERIES 2018B BOND AND \$6,500,000 SERIES 2018C BOND; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF. (00:15:41)**

- Patricia Grabow made comments (00:16:40)
- Schwarz made a motion to pass Resolution No. 4775. Friedman seconded.
  - All in favor, motion passed 4-0.

**C. RESOLUTION NO. 4776 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MT ACCEPTING THE SEWER EXTENSION FOR HOMER TERRY DEVELOPMENT. (00:20:19)**

- Friedman made a motion to pass Resolution No. 4776. Mabie seconded.
  - All in favor, motion passed 4-0.

**D. RESOLUTION NO. 4777 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS WASTE WATER FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE. (00:22:17)**

- Patricia Grabow made comments (00:22:50)
- Schwarz made a motion to pass Resolution No. 4777. Friedman seconded.
  - All in favor, motion passed 4-0.

**11. Action Items**

**A. DISCUSS/APPROVE/DENY - City Manager Work Plan November 2017 (00:24:54)**

- Patricia Grabow made comments (00:36:31)
- Schwarz made a motion to approve Action Item A. Mabie seconded.
  - All in favor, motion passed 4-0.

**B. DISCUSS/APPROVE/DENY - Review and discuss RECYCLEMT (f/k/a Four Corners Recycling) rough draft contract (00:41:00)**

**12. Public Comment**

- Patricia Grabow made comments (00:47:00)

**13. City Manager Comments (00:53:55)**

**14. City Commissioner Comments**

- Mabie made comments (00:55:33)
- Friedman made comments (00:56:06)
- Schwarz made comments (00:58:25)
- Hogle made comments (00:59:30)

**15. Adjournment (01:00:33) 7:31 p.m. p.m.**

**Backup material for agenda item:**

- B. CONSENT - Approve Bills and Claims

01/31/18  
13:28:37

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 1/18

Page: 1 of  
Report ID: AP100

For doc #s from to 999999  
\* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
34674	23 CARQUEST AUTO PARTS	762.42							
1912399607	01/08/18 Rod and welding glove	23.17			2500 151 430240	231		101000	
1912399466	01/05/18 Bungee and rod	209.44			2500 151 430240	231		101000	
1912399767	01/09/18 Ait filter and battery	529.81*			2500 151 430240	232		101000	
34675	3440 CHARTER COMMUNICATIONS	885.12							
0179878010	01/04/18 Internet	354.04			1000 122 411300	346		101000	
0179878010	01/04/18 Internet	132.77*			2500 151 430220	346		101000	
0179878010	01/04/18 Internet	132.77*			5210 502 430510	346		101000	
0179878010	01/04/18 Internet	132.77*			5310 503 430610	346		101000	
0179878010	01/04/18 Internet	132.77*			5410 504 430820	346		101000	
34676	2904 FISHER SAND AND GRAVEL	2,910.54							
55062	12/23/17 Concrete	431.25			2820 210 430240	476		101000	
54889	12/16/17 Concrete	2,189.00			2820 210 430240	476		101000	
55077	12/23/17 Rock	290.29			2820 210 430240	451		101000	
34677	1920 HORIZON AUTO PARTS	119.55							
813619	01/10/18 Acetylene	119.55			2500 151 430240	231		101000	
34678	102 INDUSTRIAL TOWEL	68.34							
42284	01/12/18 Slate WRF	24.50			5310 503 430610	224		101000	
42284	01/12/18 Mat cleaning	8.77			5310 503 430610	224		101000	
42284	01/12/18 Mat cleaning	8.77			5210 502 430510	224		101000	
42284	01/12/18 Mat cleaning	8.77			5410 504 430820	220		101000	
42284	01/12/18 Mat cleaning	8.77			2500 151 430220	224		101000	
42284	01/12/18 Mat cleaning	8.76			1000 106 411030	200		101000	
34679	1390 KEN'S EQUIPMENT REPAIR, INC	2,184.90							
50137	11/28/17 571	777.40			5410 504 430830	362		101000	
50136	11/27/17 570	1,090.00			5410 504 430830	362		101000	
50105	12/07/17 532	317.50			2500 151 430240	362		101000	
34680	2863 KIMBALL MIDWEST	440.67							
6063810	01/02/18 Parts	440.67			2500 151 430240	231		101000	
34681	26 LIVINGSTON ACE HARDWARE -	27.18							
B41704	11/28/17 Parts	27.18*			2500 151 430240	232		101000	



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CITY OF LIVINGSTON  
Claim Approval List  
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For doc #s from to 999999  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34682		3040 MIDWAY RENTAL, INC. 5-52630 11/21/17 Bobcat		95.00 95.00			2500 151 430240	362	101000
34684		3688 MURDOCH'S RANCH & HOME SUPPLY 00763 01/10/18 Screw		84.93 84.93			2500 151 430240	231	101000
34685		1366 SA-SO S17-3043 12/21/17 Beacon with remote control S17-3043 12/21/17 Beacon with remote control		5,384.17 5,000.00 384.17			2500 151 430240 2820 210 430240	940 241	101000 101000
34686		1730 SCHAEFFER MFG CO. AEQ2125 01/02/18 Simplex supreme and citrol		2,001.38 2,001.38*			1000 123 411700	236	101000
34687		3353 STORY DISTRIBUTING 79012 12/22/17 Diesel 492g 79164 01/09/18 Diesel 379g 79164 01/09/18 Additive 24oz 79064 12/29/17 Diesel 301g 79064 12/29/17 Additive 64oz 79030 12/26/17 Diesel 308g		3,562.63 1,158.66* 899.37* 19.20* 708.86* 51.20* 725.34*			1000 123 411700 1000 123 411700 1000 123 411700 1000 123 411700 1000 123 411700 1000 123 411700	236 236 236 236 236 236	101000 101000 101000 101000 101000 101000
34689		1 TECH ELECTRIC, INC 38578 12/29/17 Repair of fan		46.90 46.90			2500 151 430240	362	101000
34690		2991 TITAN MACHINERY 10317209 12/07/17 Parts 20180117 12/28/17 Finance charge		2,315.28 2,301.96* 13.32*			2500 151 430240 2500 151 430240	232 232	101000 101000
34691		424 ENERGY LABORATORIES, INC. 129028 12/29/17 Effluent		127.00 127.00			5310 503 430640	355	101000
34692		2830 LEHRKIND'S COCA-COLA 1485184 12/20/17 Big spring 1481366 12/07/17 Big spring 1489543 01/04/18 Big spring		76.25 16.90 25.55 33.80			5310 503 430640 5310 503 430640 5310 503 430640	225 225 225	101000 101000 101000
34693		1637 GOBLE SAMPSON ASSOCIATES, INC. 0006658 12/21/17 Check valve		369.48 369.48			5310 503 430640	231	101000

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Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34694	424 ENERGY LABORATORIES, INC. 130604 01/09/18 Effluent Comp.	102.00 102.00			5310 503 430640	355	101000
34695	1390 KEN'S EQUIPMENT REPAIR, INC 50171 12/15/17 Ford roll off	188.50 188.50			5310 503 430640	362	101000
34696	983 MONTANA DEPT OF LABOR & INDUSTRY 3791414 01/02/18 Operating Cert. Fee 3791417 01/02/18 Operating Cert. Fee	62.00 31.00 31.00			5310 503 430640 5310 503 430640	540 540	101000 101000
34697	1 TECH ELECTRIC, INC 38612 01/03/18 Influent pump maintenance	138.79 138.79			5310 503 430640	361	101000
34698	23 CARQUEST AUTO PARTS 1912400542 01/19/18 Fuel 1912398497 12/26/17 Brake fluid	45.87 31.48* 14.39*			2500 151 430240 2500 151 430240	232 232	101000 101000
34699	2904 FISHER SAND AND GRAVEL 55779 01/06/18 Sanding material	1,944.65 1,944.65			2820 210 430240	450	101000
34700	1920 HORIZON AUTO PARTS 814212 01/17/18 Argon Co2	83.91 83.91			2500 151 430240	231	101000
34701	3387 J & H, Inc. 521663 01/08/18 Monthly printer maintenance 521663 01/08/18 Monthly printer maintenance 521663 01/08/18 Monthly printer maintenance 521663 01/08/18 Monthly printer maintenance 521663 01/08/18 Monthly printer maintenance	165.13 33.02 33.02 33.03 33.03 33.03			5210 502 430515 5310 503 430625 5410 504 430830 2500 151 430240 1000 106 411030	368 368 368 368 368	101000 101000 101000 101000 101000
34702	2863 KIMBALL MIDWEST 6076795 01/09/18 Parts	97.80 97.80			2500 151 430240	231	101000
34703	2830 LEHRKIND'S COCA-COLA 1493521 01/17/18 Big spring 1489542 01/04/18 Big spring 1493522 01/17/18 Big spring	83.30 16.50 41.25 25.55			2500 151 430240 2500 151 430240 5310 503 430640	231 231 225	101000 101000 101000
34704	3210 LIVINGSTON LOCKS & CLOCKS 126004 01/17/18 Duplicate keys	59.00 59.00			5310 503 430640	231	101000

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CITY OF LIVINGSTON  
Claim Approval List  
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For doc #s from to 999999  
\* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$	PO #	Fund Org Acct	Object Proj	Cash
Check	Invoice #/Inv Date/Description	Line \$					Account
34705	12 NORMONT EQUIPMENT	1,335.43					
16456	01/16/18 Plow blades	1,182.47*			2500 151 430240	232	101000
16457	01/16/18 Plow marker	152.96*			2500 151 430240	232	101000
34706	3743 PACIFIC STEEL & RECYCLING	332.64					
1486782	01/12/18 Parts	332.64*			2500 151 430240	232	101000
34707	3353 STORY DISTRIBUTING	2,265.21					
79229	01/16/18 Diesel 933g	2,214.01*			1000 123 411700	236	101000
79229	01/16/18 Additive 64oz.	51.20*			1000 123 411700	236	101000
34711	151 NORTHWESTERN ENERGY	12,995.90					
0709793-4	01/15/18 406 Bennett 50%	586.50			2500 151 430220	341	101000
0709793-4	01/15/18 406 Bennett 50%	586.50			5410 504 430820	341	101000
2171060-3	01/15/18 Scale House 408 Bennett	120.11			5410 504 430820	341	101000
1728687-3	01/08/18 Transfer Station 408 Bennet	670.77			5410 504 430820	341	101000
3267010-1	01/08/18 Compactor 330 Bennett	103.92			5410 504 430820	341	101000
0709794-2	01/08/18 WRF 316 Bennett	9,484.50			5310 503 430640	341	101000
0720048-8	01/08/18 330 Bennett 1/4	322.16			5210 502 430520	341	101000
0720048-8	01/08/18 330 Bennett 1/4	322.17			5310 503 430620	341	101000
0720048-8	01/08/18 330 Bennett 1/4	322.17			5410 504 430820	341	101000
0720048-8	01/08/18 330 Bennett 1/4	322.17			1000 106 411030	341	101000
3015965-1	01/14/18 Fire Training Center	154.93			1000 141 420400	341	101000
34714	151 NORTHWESTERN ENERGY	2,003.67					
0709871-8	01/15/18 Star Addition	301.27			2400 420100	340	101000
3287727-6	01/15/18 320 Alpenglow	41.44			2400 420100	340	101000
3386783-9	01/15/18 Btwn G and H on Clark	78.02			2400 420100	340	101000
3386845-6	01/15/18 Btwn I and K on Callender	72.48			2400 420100	340	101000
3386846-4	01/15/18 Btwn 7th and 8th on Summit	36.12			2400 420100	340	101000
1498936-2	01/15/18 I90 & 89S	5.85			2400 420100	340	101000
0709796-7	01/15/18 97 View Vista Dr.	5.85			2400 420100	340	101000
1893530-4	01/15/18 600 W Park	114.77			2400 420100	340	101000
1493850-0	01/15/18 412 W Callander	97.99			2400 420100	340	101000
3141997-1	01/15/18 C and D on Lewis	30.50			2400 420100	340	101000
2023484-5	01/16/18 1100 W Geyser	5.85			2400 420100	340	101000
2023479-5	01/16/18 900 W Geyser	5.85			2400 420100	340	101000
2114861-4	01/15/18 132 South B	244.30			2400 420100	340	101000
1893536-1	01/15/18 E street and alley	76.95			2400 420100	340	101000
1893541-1	01/15/18 18 W Park	168.29			2400 420100	340	101000
1747572-4`	01/15/18 F and G on Callender	40.44			2400 420100	340	101000
1747570-8	01/15/18 D and E on Callender	83.01			2400 420100	340	101000
1613803-4	01/15/18 M and N on Callender	105.60			2400 420100	340	101000
1290352-2`	01/15/18 School Flasher Park and 13	8.38			2400 420100	340	101000

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CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 1/18

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Report ID: AP100

For doc #s from to 999999  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	1134879-4	01/15/18	North 7th and Montana and C	69.74			2400 420100	340	101000
	1134866-1	01/15/18	N. 2nd and Montana and Chin	103.89			2400 420100	340	101000
	0709869-2	01/15/18	Carol lane	120.12			2400 420100	340	101000
	3093027-5	01/15/18	105 W Park	87.27			2400 420100	340	101000
	3093023-4	01/15/18	320 North Main	24.04			2400 420100	340	101000
	3093003-6	01/15/18	114 W Summit	43.57			2400 420100	340	101000
	3184602-5	01/15/18	202 South 2nd	32.08			2400 420100	340	101000
34719			151 NORTHWESTERN ENERGY	395.77					
	0709891-6	01/15/18	15 Fleshman Creek	15.17			1000 155 430950	341	101000
	0709870-0	01/15/18	422 South G	240.00			1000 155 430950	341	101000
	0709878-3	01/10/18	227 River Dr. Conc.St. &St	76.25			1000 155 430950	341	101000
	0709884-1	01/10/18	616 River Dr. Pmp	0.00			1000 155 430950	341	101000
	0709879-1	01/10/18	227 River Dr. Softball fiel	7.35			1000 155 430950	341	101000
	1906055-7	01/16/18	815 North 13th Soccer field	1.76			1000 155 430950	341	101000
	0720176-7	01/15/18	Weimer Park	23.74			1000 155 430950	341	101000
	1155965-5	01/15/18	229 River Dr.	6.09			1000 155 430950	341	101000
	2138754-3	01/15/18	G street Park	19.56			1000 155 430950	341	101000
	3210240-2	01/15/18	616 River Dr.	5.85			1000 155 430950	341	101000
34720			151 NORTHWESTERN ENERGY	5,532.34					
	0709873-4	01/15/18	800 W. Cambridge	27.43			5310 503 430625	344	101000
	0719058-0	01/11/18	3 Rogers Lane L.S.	189.59			5310 503 430625	344	101000
	0709914-6	01/09/18	1011 River Dr.	26.57			5310 503 430625	344	101000
	1452951-5	01/09/18	Monroe L.S.	650.86			5310 503 430625	344	101000
	1594141-2	01/09/18	9th and 10th Lift Station	25.33			5310 503 430625	344	101000
	3258086-2	01/15/18	2800 E. Park L.S.	449.30			5310 503 430625	344	101000
	3258262-9	01/08/18	320 Alpenglow L.S.	221.37			5310 503 430625	344	101000
	0709892-4	01/15/18	40 Water Tower Ave.	51.95			5210 502 430515	341	101000
	0709892-4	01/10/18	132 South B	1,306.40			5210 502 430515	341	101000
	0709886-6	01/15/18	200 Reservoir	121.23			5210 502 430515	341	101000
	0709894-0	01/08/18	56 Water Tower	448.20			5210 502 430515	341	101000
	1441030-2	01/10/18	D and Geyser Well House	1,762.02			5210 502 430515	341	101000
	0709874-2	01/09/18	Werner Addition Pump	66.64			5210 502 430515	341	101000
	0709875-9	01/09/18	900 River Dr. Pmp	185.45			5210 502 430515	341	101000
34722			948 BRIDGER ELECTRIC, INC.	626.25					
	900	01/08/18	Centennial L.S. Cabinet heater	626.25*			5310 503 430625	361	101000
34723			23 CARQUEST AUTO PARTS	491.99					
	1912397819	12/15/17	Jump starter	115.00*			5210 502 430515	232	101000
	1912397819	12/15/17	Jump starter	115.00			5310 503 430625	232	101000
	1912398578	12/26/17	Battery	261.99*			5410 504 430830	231	101000

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CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 1/18

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For doc #s from to 999999  
\* ... Over spent expenditure

Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34725	2386 FERGUSON ENTERPRISES, INC. 0674927 01/16/18 Part	190.00 190.00*			5210 502 430515	231	101000
34726	2904 FISHER SAND AND GRAVEL 56224 01/13/18 Concrete	711.00 711.00			2820 210 430240	476	101000
34727	54 GATEWAY OFFICE SUPPLY 38837 12/12/17 UPS 39296 01/16/18 UPS	32.20 15.64 16.56			5210 502 430515 5210 502 430515	355 355	101000 101000
34728	26 LIVINGSTON ACE HARDWARE - C28928 01/22/18 Sno Plow	22.98 22.98*			5410 504 430830	231	101000
34729	112 MONTANA RAIL LINK 600077 12/01/17 442367 long sewer w.2xings	468.00 468.00			5310 503 430610	535	101000
34730	3016 MT WATERWORKS 25051 01/18/18 Valve 25050 01/18/18 Parts	3,971.33 578.77 3,392.56*			5210 502 430515 5210 502 430515	355 231	101000 101000
34731	3353 STORY DISTRIBUTING 13307 01/17/18 Pump w. meter	953.98 953.98*			1000 123 411700	236	101000
34732	3237 WHISTLER TOWING, LLC 16585 12/28/17 Tow	75.00 75.00			5210 502 430520	361	101000
34733	2 A-1 MUFFLER, INC. 63498 01/09/18 49-662	338.00 338.00			1000 155 430930	362	101000
34734	721 ALPINE YAMAHA 88976 01/02/18 ATV battery 89000 01/10/18 ATV	215.00 115.00 100.00			1000 155 460430 1000 155 460430	231 231	101000 101000
34735	776 KENYON NOBLE 6371118 01/18/18 Shop 6321488 12/08/17 White wood	80.08 74.88 5.20			1000 155 460442 1000 155 460430	231 231	101000 101000
34736	26 LIVINGSTON ACE HARDWARE - C29099 01/22/18 Cable ripper B46356 12/07/17 Blade jig C27586 01/18/18 Fastners, chalk and drillbit C23523 01/08/18 Chain oil and switch com C24456 01/10/18 Shop tools C24574 01/10/18 Paint for shop	398.96 7.79 17.58 25.22 62.30 39.99 107.96			1000 155 430930 1000 155 430930 1000 155 430930 1000 155 430930 1000 155 430930 1000 155 460442	361 361 361 361 361 231	101000 101000 101000 101000 101000 101000

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	C26746	01/16/18	Paint for shop	28.98			1000 155 460442	231	101000
	C29001	01/22/18	Shop refurb.	109.14			1000 155 460442	231	101000
34737			3040 MIDWAY RENTAL, INC.	24.95					
	5-847164	01/17/18	Chainsaw chain	24.95			1000 155 430930	361	101000
34738			2437 O'REILLY AUTOMOTIVE, INC	8.49					
	1558110545	10/30/17	Brk bleeder	8.49			1000 155 430930	362	101000
34739			2657 ROTO-ROOTER - BOZEMAN	240.00					
	066678	01/13/18	Civic center	240.00			1000 155 460442	231	101000
34741			84 A & I DISTRIBUTORS	142.45					
	3072670	01/05/18	Blue 55gal	142.45*			5410 504 430830	231	101000
34742			2863 KIMBALL MIDWEST	197.65					
	6091267	01/16/18	Gloves, lockwasher and alloy	197.65			2500 151 430240	231	101000
34743			3285 SILVERTIP PROPANE	20.24					
	59273	01/23/18	Propane	20.24			2500 151 430240	231	101000
34744			1390 KEN'S EQUIPMENT REPAIR, INC	90.00					
	49710	10/02/17	IH Dump	90.00*			2500 151 430240	232	101000
34745			26 LIVINGSTON ACE HARDWARE -	114.74					
	C29602	01/23/18	Bit drill	44.97*			5410 504 430830	231	101000
	C29599	01/23/18	Fastners	69.77*			5410 504 430830	231	101000
34746			3040 MIDWAY RENTAL, INC.	9.02					
	5-848297	01/23/18	Hinge	9.02*			5410 504 430830	232	101000
34747			3688 MURDOCH'S RANCH & HOME SUPPLY	115.78					
	00283	01/24/18	Drill bit	115.78*			5410 504 430830	231	101000
34748			490 NEVIN'S GLASS & WINDOWS	480.00					
	10151	01/18/18	Install glass in loader	240.00			5310 503 430640	362	101000
	10151	01/18/18	Install glass in loader	240.00			5410 504 430830	362	101000
34749			3353 STORY DISTRIBUTING	651.51					
	79324	01/23/18	Diesel 270g	651.51*			1000 123 411700	236	101000

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34750	272 PARK COUNTY	55,800.00					
	1st Qtr 09/30/17 Quarterly Payment - Sanitaria	8,150.00			1000 125 440110	394	101000
	1st Qtr 09/30/17 Quarterly Payment -Maintenanc	4,075.00			1000 121 411230	398	101000
	1st Qtr 09/30/17 Quarterly Payment -GIS	10,972.50			1000 106 411030	394	101000
	1st Qtr 09/30/17 Quarterly Payment -GIS	1,567.50			2500 151 430210	394	101000
	1st Qtr 09/30/17 Quarterly Payment -GIS	1,567.50			5210 502 430510	394	101000
	1st Qtr 09/30/17 Quarterly Payment -GIS	1,567.50			5310 503 430610	394	101000
	2nd Qtr 12/31/17 Quarterly Payment -Sanitarian	8,150.00			1000 125 440110	394	101000
	2nd Qtr 12/31/17 Quarterly Payment -Maintenanc	4,075.00			1000 121 411230	398	101000
	2nd Qtr 12/31/17 Quarterly Payment -GIS	10,972.50			1000 106 411030	394	101000
	2nd Qtr 12/31/17 Quarterly Payment -GIS	1,567.50			2500 151 430210	394	101000
	2nd Qtr 12/31/17 Quarterly Payment -GIS	1,567.50			5210 502 430510	394	101000
	2nd Qtr 12/31/17 Quarterly Payment -GIS	1,567.50			5310 503 430610	394	101000
34751	999999 MISKA, DIANE	40.00					
	CR20160001 01/05/18 Restitution payment D. Mun	20.00			1000 351030		101000
	CR20160002 01/05/18 Restitution payment J. Mun	20.00			1000 351030		101000
34752	999999 MUELLER, BRIAN	200.00					
	TK20160268 01/02/18 Restitution - Ryan Fields	100.00			1000 351030		101000
	TK20160268 12/05/17 Restitution - Ryan Fields	100.00			1000 351030		101000
34753	54 GATEWAY OFFICE SUPPLY	96.00					
	39283 01/12/18 Office Supplies	29.30			1000 102 410360	200	101000
	39400 01/22/18 Office Supplies	66.70			1000 102 410360	200	101000
34754	122 DEPARTMENT OF REVENUE	9,911.52					
	5 01/22/18 DAC - Gross Receipts Tax	9,911.52*			5310 503 430640	940	101000
34755	2840 DICK ANDERSON CONSTRUCTION	981,240.87					
	5 12/22/17 WRF pay application 5	991,152.39*			5310 503 430640	940	101000
	5 12/22/17 Gross receipts tax withheld	-9,911.52*			5310 503 430640	940	101000
34756	2393 MONTANA DEPT OF TRANSPORTATION	1,087.63					
	3 12/01/17 Mission Field Loan Payment	962.50			1000 121 490500	610	101000
	3 12/01/17 Mission Field Loan Payment	125.13*			1000 121 490500	620	101000
34758	2613 US BANK	51,339.25					
	2265-01 01/26/18 Replace Water Mains	7,647.00			5210 502 490500	610	101000
	2265-01 01/26/18 Replace Water Mains	481.88			5210 502 490500	620	101000
	2425-01 01/26/18 Street Repair Project	19,915.32			2500 151 490500	610	101000
	2425-01 01/26/18 Street Repair Project	2,846.14*			2500 151 490500	620	101000
	2676-01 01/26/18 Property for Street Crossing	14,853.50			4099 490500	610	101000
	2676-01 01/26/18 Property for Street Crossing	1,333.88*			4099 490500	620	101000

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	2760-01	01/26/18	Remodel Police/Dispatch Area	3,362.00			1000 121 490500	610	101000
	2760-01	01/26/18	Remodel Police/Dispatch Area	899.53*			1000 121 490500	620	101000
34759		278	MMIA	1,035.94					
	1217009	01/10/18	Deductible Recovery	1,035.94*			1000 160 510331	511	101000
34760		3750	HAPPE, HOLLY	106.90					
	200001406	12/04/17	Pontiff Judge Robe	106.90			1000 102 410360	200	101000
34761		9	CRASH REPAIR CENTER, INC.	397.27					
	400279	01/15/18	Police Explorer Repair	140.00			1000 131 420100	360	101000
	400279	01/15/18	Police Explorer Repair	257.27*			1000 131 420100	231	101000
34762		54	GATEWAY OFFICE SUPPLY	92.87					
	39210	01/09/18	Office Supplies	15.39			1000 102 410360	200	101000
	39108	01/03/18	Office Supplies	22.38			1000 102 410360	200	101000
	39204	01/09/18	Office Supplies	47.50			1000 141 420400	210	101000
	39323	01/16/18	W-2 Envelopes	7.60			1000 123 411700	211	101000
34763		3440	CHARTER COMMUNICATIONS	3,117.34					
	0179852	01/04/18	414 E. Callender Internet	3,117.34			1000 122 411300	346	101000
34764		225	FIRST INTERSTATE BANK	25.00					
	17-18	01/16/18	Safe Deposit Box	25.00			1000 104 410550	630	101000
34765		618	LIVINGSTON CHAMBER OF COMMERCE	250.00					
	17759A	01/02/18	Chamber dues	250.00			1000 103 410400	333	101000
34766		1783	J & H OFFICE EQUIPMENT	213.00					
	21906398	01/01/18	Canon copier	213.00			1000 123 411700	368	101000
34767		3440	CHARTER COMMUNICATIONS	885.12					
	0179860	01/04/18	110 S. B internet	885.12			1000 122 411300	346	101000
34768		3348	AMATICS CPA GROUP	1,500.00					
	47056	12/31/17	Audit Work - thru 12/31/17	1,500.00			1000 104 410530	335	101000
34769		3727	AAA CLEANING, LLC	240.00					
	01-2018	01/13/18	Cleaning - January	240.00			1000 121 411230	360	101000



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34770	3633 BILLING DOCUMENT SPECIALISTS	70.00							
45091	12/31/17 Online Monthly Maintenance	23.33*			5210 502 430570	213		101000	
45091	12/31/17 Online Monthly Maintenance	23.33*			5310 503 430670	213		101000	
45091	12/31/17 Online Monthly Maintenance	23.34*			5410 504 430870	213		101000	
34771	3293 BLACKFOOT COMMUNICATIONS	151.49							
166824	01/01/18 Internet	50.50*			2500 151 430220	346		101000	
166824	01/01/18 Internet	50.50*			5310 503 430610	346		101000	
166824	01/01/18 Internet	50.49*			5410 504 430820	346		101000	
34772	3326 CAROLINA SOFTWARE, Inc.	500.00							
66863	01/01/18 WasteWorks Software Support	500.00*			5410 504 430870	368		101000	
34773	3248 AGENDA PAL	150.00							
IN5328	01/01/18 Monthly subscription - Feb.	150.00*			1000 101 410130	333		101000	
34774	967 BOZEMAN TROPHY & ENGRAVING	44.20							
15542	01/10/18 City Judge Sign	44.20			1000 102 410360	200		101000	
34775	162 CENTURYLINK	693.00							
3850	01/04/18 Sewer Plant	177.59			5310 503 430640	343		101000	
4903	01/04/18 Planning dept	82.66			1000 106 411030	343		101000	
6436	01/04/18 Park Dept.	104.97*			1000 109 460449	343		101000	
5606	01/04/18 Utility Billing	18.35			5210 502 430520	343		101000	
5606	01/04/18 Utility Billing	18.35			5310 503 430620	343		101000	
5606	01/04/18 Utility Billing	18.35			5410 504 430820	343		101000	
5570	01/04/18 Utility Billing	62.90			5210 502 430520	343		101000	
5570	01/04/18 Utility Billing	62.90			5310 503 430620	343		101000	
5570	01/04/18 Utility Billing	62.89			5410 504 430820	343		101000	
5240	01/04/18 Scale House	84.04			5410 504 430870	346		101000	
34776	151 NORTHWESTERN ENERGY	3,336.63							
709868	01/15/18 37% Faciility	8.53			1000 121 411230	341		101000	
709935	01/10/18 37% Faciility	2,749.19			1000 121 411230	341		101000	
3286284	01/24/18 101 Star Road	177.84			1000 121 411230	341		101000	
3120133	01/26/18 110 S. B Street	254.84			1000 121 411230	341		101000	
3120134	01/10/18 112 S. B Street	146.23			1000 121 411230	341		101000	
34777	879 VERIZON WIRELESS	406.35							
9799269148	01/04/17 Air Cards - Dec.	406.35			1000 131 420100	347		101000	

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34778		102 INDUSTRIAL TOWEL		71.45					
	42736	01/18/18 Rug maint, towels		38.65			1000 121 411230	360	101000
	42270	01/12/18 Rug maint.		32.80			1000 121 411230	360	101000
34779		2608 STATE OF MONTANA - ITSD		149.86					
	20181231	12/31/17 33% Video Conferencing		149.86			1000 102 410360	380	101000
34780		2729 ASCAP		365.49					
	500641685	10/31/17 Summerfest bands		365.49*			2212 153 460420	333	101000
34781		1747 CANON FINANCIAL SERVICES, INC		76.10					
	18220582	01/22/18 Canon lease		76.10			1000 109 460442	368	101000
34782		292 UPS STORE #2420, THE		14.38					
	1z56w13142	01/16/18 LPD Shipment		14.38*			1000 131 420100	310	101000
34783		402 ALPINE ELECTRONICS RADIO SHACK		37.97					
	10245022	01/11/18 Batteries		17.98			1000 141 420400	220	101000
	10245015	01/10/18 Office Supplies		19.99*			5510 142 420730	210	101000
34784		999999 RYKMAN, SUSAN		25.74					
	40131	01/17/18 Overpayment Account 00040131		25.74			5210 343021		101000
34785		2595 TOWN & COUNTRY FOODS -		45.32					
	8236002	06/05/17 Station Supplies		45.32			1000 141 420400	220	101000
34786		2631 MONTANA STATE - FIRE SERVICES		95.00					
	34-122	01/08/18 Hazardous Operations Training		95.00			1000 141 420400	380	101000
34787		26 LIVINGSTON ACE HARDWARE -		1.15					
	C24648	01/10/18 Fasteners		1.15			1000 141 420400	220	101000
34788		1396 WESTERN DRUG		36.29					
	161553	01/17/18 Patient Supplies		36.29			5510 142 420730	235	101000
34789		55 LIVINGSTON HEALTH CARE-MEMORIAL		42.05					
	17135	01/17/18 Patient Supplies		42.05			5510 142 420730	235	101000
34790		55 LIVINGSTON HEALTH CARE-MEMORIAL		84.00					
	1872209	12/14/17 Lab Tests		28.00			1000 131 420100	350	101000
	1891308	12/23/17 Lab Tests		28.00			1000 131 420100	350	101000
	1891720	12/24/17 Lab Tests		28.00			1000 131 420100	350	101000

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34791			3237 WHISTLER TOWING, LLC	150.00					
	16929	01/18/18	Abandoned Camper	75.00			1000 131 420100	350	101000
	16928	01/18/18	Abandoned Stock Trailer	75.00			1000 131 420100	350	101000
34792			3713 SYSCO MONTANA, INC	137.09					
	143597985	01/17/18	Coffee	137.09			1000 123 411700	211	101000
34793			738 SIRCHIE	147.84					
	0330964-IN	01/03/18	Evidence collection suppli	147.84			1000 131 420100	220	101000
34794			22 ALL SERVICE TIRE & ALIGNMENT,	56.00					
	53854	01/15/18	Oil Change/Tire Repair	56.00			1000 131 420100	360	101000
34795			3645 SLEEPING GIANT ANIMAL CLINIC	127.26					
	5827	12/19/17	Immunizations for Bobi	127.26			1000 131 420100	350	101000
34796			2437 O'REILLY AUTOMOTIVE, INC	126.30					
	1558118223	01/20/18	Capsule	76.34*			1000 131 420100	231	101000
	1558118221	01/20/18	Capsule	49.96*			1000 131 420100	231	101000
34797			2299 RIVER BEND THREADS	8.00					
	659	12/20/17	Reserve Uniform	8.00			1000 141 420402	148	101000
34798			2595 TOWN & COUNTRY FOODS -	16.52					
	8236002	10/27/17	Station Supplies	16.52*			5510 142 420730	220	101000
34799			2662 BOUND TREE MEDICAL, LLC	196.49					
	82738230	01/10/18	Patient Supplies	196.49			5510 142 420730	235	101000
34800			2197 TUBAUGH, MATTHEW F.	18,750.00					
	7	02/01/18	Settlement payment	18,750.00			1000 131 420100	814	101000
34801			54 GATEWAY OFFICE SUPPLY	3.55					
	39397	01/22/18	Office Supplies	3.55			1000 109 460449	220	101000
34802			34 MOUNTAIN AIR SPORTS	4,026.00					
	292918	01/19/18	Basketball Uniforms	4,026.00			1000 109 460449	226	101000
34803			3460 ROSBERG, SCOTT	200.00					
	153	01/22/18	Coaching Clinic Presentation	200.00			1000 109 460449	380	101000

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34804	1376 PARK HIGH SCHOOL 17-18 01/08/18 Use of Rec Plex	2,100.00 2,100.00*			1000 109 460449	530	101000
34805	2958 NEOFUNDS BY NEOPOST USA, INC 11386275 01/21/17 Postage 11386275 01/21/17 Postage 11386275 01/21/17 Postage	1,061.74 353.91* 353.91* 353.92*			5210 502 430570 5310 503 430670 5410 504 430870	213 213 213	101000 101000 101000
34806	162 CENTURYLINK 0082 01/16/18 City Shop 50% 0082 01/16/18 City Shop 12% 0082 01/16/18 City Shop 38 % 0149 01/16/18 Civic Center 0083 01/16/18 Building Dept.	321.25 30.80 7.39 23.42 98.94* 160.70			2500 151 430220 5310 503 430620 5410 504 430820 1000 109 460449 1000 143 420403	343 343 343 343 343	101000 101000 101000 101000 101000
34807	272 PARK COUNTY 1038 01/24/18 City phones 1038 01/24/18 Fire 50% phones 1038 01/24/18 Amb 50% phones 1038 01/24/18 Police phones 1038 01/24/18 Dispatch phone 1038 01/24/18 37% Misc Maint Supplies	615.63 105.00 47.48 47.48* 77.15 35.23 303.29			1000 122 411300 1000 141 420400 5510 142 420730 1000 131 420100 2300 132 420160 1000 121 411230	343 343 343 350 343 365	101000 101000 101000 101000 101000 101000
34808	261 J.P COOKE CO. 493770 01/25/18 Dog&Cat licenses	242.43 242.43			1000 154 440640	210	101000
34809	3298 EXEC U CARE SERVICES, INC. 1405 11/30/17 Janitorial Services	1,119.42 1,119.42			1000 121 411230	364	101000
34810	590 SAFEGUARD BUSINESS SYSTEMS 32634480 01/16/18 City Judge Checks	138.75 138.75			1000 102 410360	200	101000
34811	3023 RICK'S REFRIGERATION, INC. 12208 11/07/17 Civic Center	80.00 80.00*			1000 109 460442	231	101000
34812	3586 TARR, MARGARET 17-18 01/20/18 Supplies 17-18 01/20/18 Supplies 17-18 12/30/17 Supplies	68.82 26.12 12.98 29.72			1000 109 460449 1000 109 460449 1000 109 460449	226 226 226	101000 101000 101000

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34813		3143 SAFETRAC		315.00					
	23472	01/01/18 CDL Services - January		315.00			1000 109 410450	350	101000
34814		98 GRAYBEAL'S ALL SERVICE		2,727.50					
	88181	01/11/18 Civic Center		1,850.00*			1000 109 460442	231	101000
	87941	01/09/18 Civic Center: East Unit		742.50*			1000 109 460442	231	101000
	87875	01/09/18 Civic Center: West Unit		135.00*			1000 109 460442	231	101000
34815		54 GATEWAY OFFICE SUPPLY		70.95					
	39402	01/22/18 Office Supplies		11.40			1000 141 420400	210	101000
	39309	01/16/18 Office Supplies		59.55			1000 141 420400	210	101000
34816		23 CARQUEST AUTO PARTS		51.37					
	1912400701	01/22/18 R&M Supply		51.37*			5510 142 420730	231	101000
34817		63 HOUSE OF CLEAN		44.72					
	202161	01/17/18 Cleaning Supplies		44.72			1000 141 420400	220	101000
34818		2662 BOUND TREE MEDICAL, LLC		193.41					
	82751611	01/23/18 Patient Supplies		193.41			5510 142 420730	235	101000
34819		468 LIVINGSTON FIRE SERVICE, INC		530.40					
	1049	01/22/18 Station Extinguisher Service		530.40			1000 141 420400	360	101000
34820		2604 MUNICIPAL EMERGENCY SERVICES		140.00					
	IN1194750	01/17/18 SCBA Flow Test		140.00			1000 141 420400	360	101000
34821		402 ALPINE ELECTRONICS RADIO SHACK		19.99					
	10245207	01/18/18 Office Supplies		19.99			1000 141 420400	210	101000
34822		55 LIVINGSTON HEALTH CARE-MEMORIAL		67.71					
	18064	01/22/18 Patient Supplies		67.71			5510 142 420730	235	101000
34823		2662 BOUND TREE MEDICAL, LLC		94.90					
	82748354	01/19/18 Patient Supplies		94.90			5510 142 420730	235	101000
34824		2595 TOWN & COUNTRY FOODS -		8.20					
	8236002	01/18/18 Cleaning Supplies		8.20*			5510 142 420730	220	101000

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13:28:37

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 1/18

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Report ID: AP100

For doc #s from to 999999  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34825	56365	01/29/18	3605 ADVANCED ENGINEERING & December WRF Construction Serv	81,366.32 81,366.32*			5310 503 430640	940	101000
34826	3668707	01/18/18	55 LIVINGSTON HEALTH CARE-MEMORIAL Patient Supplies	69.17 69.17			5510 142 420730	235	101000
34827	82746808	01/18/18	2662 BOUND TREE MEDICAL, LLC Patient Supplies	259.49 259.49			5510 142 420730	235	101000
34828	10245325	01/23/18	402 ALPINE ELECTRONICS RADIO SHACK Legal Supplies	55.96 55.96			1000 123 411700	211	101000
34829	15565961 1542940	12/26/17 01/26/17	3651 MARLIN BUSINESS BANK 10 Getac tablets 10 Getac tablets - January	6,385.50 3,415.50 2,970.00			1000 131 420100 1000 131 420100	311 311	101000 101000
34830	75666066	01/18/18	3380 EMERALD SERVICES INC. Recycle Oil	403.05 403.05			5410 504 430840	388	101000
34831	16596 16551 16586	12/28/17 12/27/17 12/28/17	3237 WHISTLER TOWING, LLC Abandoned 1969 Travel Trailer Tow 2004 Ford Escape Tow 2003 Chevy Cavalier	225.00 75.00 75.00 75.00			1000 131 420100 1000 131 420100 1000 131 420100	350 350 350	101000 101000 101000
34832	43667 43667 43667 43667 43667 43667	01/26/18 01/26/18 01/26/18 01/26/18 01/26/18 01/26/18	102 INDUSTRIAL TOWEL Slate WRF Mat cleaning Mat cleaning Mat cleaning Mat cleaning Mat cleaning	68.34 24.50 8.77 8.77 8.77 8.77 8.76			5310 503 430610 5310 503 430610 5210 502 430510 5410 504 430820 2500 151 430220 1000 106 411030	224 224 224 220 224 200	101000 101000 101000 101000 101000 101000
34833	2018 2018	01/01/18 01/01/18	1334 MONTANA STATE FIRE CHIEFS ASSOC MSFCA Membership - Harrington MSFCA Membership - MacInnes	150.00 75.00 75.00			1000 141 420400 1000 141 420400	334 334	101000 101000
34834	11705 11706 11706 11706 11706 11706 11706	01/15/18 01/15/18 01/15/18 01/15/18 01/15/18 01/15/18 01/15/18	3390 TD&H ENGINEERING, INC 034 Water Master Plan 035 Transfer Station Main Exte 031 9th/10th sewer 033 Discovery Vista 033 Discovery Vista 033 Discovery Vista 020 General Civil	15,435.78 1,919.00 938.00 824.83 55.66 55.67 55.67 40.50			5210 502 430520 5410 504 430835 5310 503 430630 5310 503 430610 5210 502 430515 2500 151 430220 5310 503 430610	960 960 960 352 350 352 352	102190 101000 101000 101000 101000 101000 101000

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CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 1/18

Page: 16  
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For doc #s from to 999999  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	11706	01/15/18 020	General Civil	40.50			5210 502 430515	350	101000
	11706	01/15/18 020	General Civil	40.50			2500 151 430220	352	101000
	11706	01/15/18 023	Octagon Review - Loves Lan	33.62			5210 502 430515	350	101000
	11706	01/15/18 023	Octagon Review - Loves Lan	33.63			5310 503 430610	352	101000
	11707	01/15/18 023	Downtown CIP Curb Ext Desi	11,398.20			2500 151 430240	960	101000
34835			3043 STAHLY ENGINEERING, INC	585.00					
	15	01/09/18 PRV	Engineering	585.00			5210 502 430515	350	101000
34836			146 LIVINGSTON ENTERPRISE	740.50					
	141926	12/29/17	Resolution #4769	66.00			1000 101 410130	331	101000
	142078	01/08/18	Notice of Work Session	27.00			1000 101 410130	331	101000
	142109	01/10/18	Skate Park Comm. Meeting	21.00			2700 460430	250	102006
	142170	01/12/18	PH - Alakhi McLai	51.00			1000 101 410130	331	101000
	142215	01/15/18	URA Meeting	18.00*			2310 470300	331	101000
	142214	01/15/18	Nomination Liv. Memorial Hospi	39.00			1000 101 410130	331	101000
	142238	01/17/18	Sealed Bonds for McNair Skate	320.00			1000 101 410130	331	101000
	142240	01/18/18	Sex Offender - Earl Hellyer	45.00			1000 131 420100	324	101000
	142390	01/22/18	Work Session City Commission	60.50			1000 101 410130	331	101000
	142378	01/22/18	Sex Offender - Shane Billings	45.00			1000 131 420100	324	101000
	142484	01/24/17	PH - Alakhi McLai	48.00			1000 101 410130	331	101000
34837			54 GATEWAY OFFICE SUPPLY	6.40					
	39462	01/26/18	Office Supplies	6.40			1000 123 411700	211	101000
34838			3173 SELECT ADVANTAGE CONSULTING	140.00					
	1024797	01/01/18	Dispatch Assessments	140.00			2300 132 420160	334	101000
34839			3449 LEAF	27.60					
	8054972	01/19/18	Kyocera Copier	27.60			2300 132 420160	220	101000
34840			3359 SHANE CENTER, THE	505.00					
	17-18	01/19/18	Facility Rental	505.00*			1000 103 410400	334	101000
34841			3237 WHISTLER TOWING, LLC	125.00					
	7712	01/25/18	Tow 1995 Toyota Pickup	125.00			1000 131 420100	350	101000
34842			3651 MARLIN BUSINESS BANK	1,273.21					
	15654510	01/24/18 5	Getac Rugged Computers	1,273.21			1000 131 420100	311	101000

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CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 1/18

Page: 17  
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For doc #s from to 999999  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34843		3644 FORT HARRISON BILLETING		457.00					
	392	01/26/18 Lodging		457.00			1000 131 420100	370	101000
34844		22 ALL SERVICE TIRE & ALIGNMENT,		41.00					
	53945	01/29/18 Oil Change		41.00			1000 131 420100	360	101000
34845		294 CHAPPELL'S BODY SHOP, INC.		80.00					
	307	01/16/18 Prepaid Carwash Card		80.00*			1000 131 420100	231	101000
34846		250 INSTY-PRINTS		28.70					
	24158	01/29/18 Stamp		28.70			1000 123 411700	211	101000
		# of Claims	158	Total:	1316,323.69				



**Backup material for agenda item:**

- C. CONSENT - Pledged Securities Report

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

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

**PLEGGED SECURITIES AND CASH IN BANK**  
**As of**  
**January 31, 2018**

**First Interstate Bank**

---

	<u>Total</u>
Cash & CD's on Deposit	\$ 6,374,362.08
FDIC Coverage	250,000.00
Amount Remaining	<u>6,124,362.08</u>
Pledges required @ 50%	3,062,181.04
Actual Amount of Pledges	3,500,000.00
Over (Under) Pledged	<u><u>\$ 437,818.96</u></u>

**PLEGGED SECURITIES AND CASH IN BANK**  
**As of**  
**January 31, 2018**

**Opportunity Bank of Montana**

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

**Backup material for agenda item:**

- D. CONSENT - Approval Final Draft of City of Livingston and Park County Compact Interlocal Agreement



## City of Livingston and Park County Compact

Whereas, the City of Livingston, a municipal corporation and political subdivision of the State of Montana, hereinafter referred to as the City and the County of Park, a political subdivision of the State of Montana, hereinafter referred to as the County are local governmental units of the State of Montana which from time to time have entered into Interlocal Agreements pursuant to 7-11-101 Montana Code Annotated (MCA) *et seq.*; and

Whereas, to facilitate establishing and amending Interlocal Agreements, the parties believe that a single, all-inclusive compact setting forth the duties and responsibilities of each party in respect to specified services, infrastructure and/or facilities provided by each would be in the best interests of the residents; and

Whereas, the City and County believe that in addition to each entity's public records, a single document consisting of all such agreements would be in the best interests of each unit of local government and their respective residents and would facilitate creating and amending said agreements as well as provide the public with a single source to review such agreements.

**NOW THEREFORE IT BE AGREED** by the City and the County as follows:

### **Preamble**

It is the purpose of this Compact to permit the City and County to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

1. That there is hereby established this Compact between the City and County which shall set forth all interlocal cooperation agreements between the City and County, and except for the separate chapters established hereby, establishes the general terms and conditions applicable to all such Chapters.

2. This Compact shall remain in effect indefinitely. If no current chapters to the Compact exist, it may be terminated by either party upon giving written notice to the other party at least 6 months prior to the requested termination date.
3. Any disputes arising out of this Compact will be resolved by the binding arbitration rules for chapters identified in paragraph 5.(17).
4. That the areas in which the City and County desire to create an interlocal agreement are identified as chapters, and may include any area of cooperation between the City and County.
5. General terms and conditions applicable to all chapters:
  - (1) **Duration.** All chapters shall be in effect for a maximum term of 5 years. A chapter will not automatically renew. There will be a specified expiration date in each chapter.
  - (2) **Effective Date.** Each chapter shall become effective once signed by both the City and County representatives. The Effective Date will be annotated at the top of the signature page for the chapter.
  - (3) **Organization.** If applicable, the precise organization, composition, and nature of any separate legal entity created by the contract will be specified in the applicable chapter.
  - (4) **Purpose.** The purpose or purposes will be specified in each chapter.
  - (5) **Financing.** The manner of financing the joint or cooperative undertaking and establishing and maintaining a budget for the undertaking will be specified in each applicable chapter.
  - (6) **Goals and Property Disposition.** The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and, if applicable, for disposing of property upon a partial or complete termination will be specified in each chapter.
  - (7) **Board membership.** Provision for an administrator or a joint board responsible for administering the joint or cooperative undertaking, including representation of the contracting parties on the joint board will be specified in the applicable chapter.
  - (8) **Property.** if applicable, the manner of acquiring, holding, and disposing of real and personal property used in the joint or cooperative undertaking will be specified in the applicable chapter.

- (9) **Employment records.** The contracting party responsible for reports and payment of retirement system contributions pursuant to 19-2-506 M.C.A will be specified in the applicable chapter.
- (10) **Professional contracts.** If applicable, the manner of sharing the employment of a professional person licensed under Title 37 will be specified in the applicable chapter.
- (11) **Termination.** Any Chapter covered by this Compact may be terminated by either party upon giving the other party written notice at least 6 months prior to the requested termination date.
- (12) **Nondiscrimination.** In signing (and in any performance of) this Compact or chapter, County and the City will hire on the basis of merit and qualifications. In awarding (and in any performance of) this Compact or chapter, the City or the County will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin. In accepting (and in any performance of) this Compact or chapter, the City or the County, will hire on the basis of merit and qualifications. In signing (and in any performance of) this Compact or chapter, City and County will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.
- (13) **Interpretation.** This Compact or chapter shall be governed by and interpreted according to the laws of the State of Montana. Section headings are for convenience only and are not intended to define or limit the scope of any provision of this Compact or chapter.
- (14) **Severability.** The Chapters set forth in this Compact are independent and severable and the invalidity, partial invalidity or unenforceability of any one of the provisions, or any portion thereof, shall not affect the validity or enforceability of any other provision.
- (15) **Hold Harmless.** The parties hereto agree to release, defend, indemnify and hold harmless the other party, its officers, employees, elected officials, agents and assigns from any and all actions, claims, liabilities, demands or assertions of liability, causes of action, losses, costs and expenses including, but not limited to, reasonable attorney's fees, involving or relating to any harm, injury or damage, suffered or sustained by any parties employees, elected officials, agents and representatives, or any third party which in any manner may arise or be alleged to have arisen, or resulted or alleged to have resulted from the performance of the terms and conditions of any chapter of this Compact.



- (16) **Insurance.** Each party will maintain liability insurance in compliance with 2-9-101 M.C.A., *et seq.*, naming each other as an additional insured.
- (17) **Entire Agreement.** This Agreement is the entire agreement between the parties. No alteration, amendment, modification, or addition shall be binding unless reduced to writing and signed by the parties.
- (18) **Mediation.** The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to the compact by mediation. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy.
- (19) **Filing of Agreement.** Pursuant to Section 7-11-107 MCA this agreement shall be filed with the County Clerk and Recorder and the Montana Secretary of State.
- (20) **Format.** A template for the "Chapter" is attached as Appendix A and all subsequently approved "Chapters" to this Compact shall follow this format.
- (21) **Changes.** Any changes to a chapter must be ratified by both the City and County prior to becoming effective.
- (22) **Review.** Each chapter will be reviewed a minimum of 6 months prior to its expiration date.
- (23) **Expiration.** Any chapter that expires will invoke a 3-month expiration period to allow for negotiations to maintain the chapter. At the end of the 3-month expiration period the chapter is null and void and neither party is bound by the terms of that chapter.
- (24) **Administration.** The administration of the compact will be jointly accomplished by the City Manager and the County Public Communications Administrator. The Compact will include the approving legislation from the City as Appendix B and the approving legislation from the County as Appendix C. A public copy of the Compact and all current chapters will be maintained by both the City and the County.
- (25) **Miscellaneous.** Any other necessary and proper matters will be specified in the applicable chapter.

\* \* \* \* \*

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF LIVINGSTON**

**COUNTY OF PARK**

\_\_\_\_\_  
Michael Kardoes – City Manager

  
\_\_\_\_\_  
Steve Caldwell  
Park County Commissioner

  
\_\_\_\_\_  
Clint Tinsley  
Park County Commissioner

  
\_\_\_\_\_  
Bill Berg  
Park County Commissioner

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Lisa Harreld – Recording Secretary

\_\_\_\_\_  
Emily Post Maritza Reddington  
Park County Clerk and Recorder

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jay Porteen  
Livingston City Attorney

\_\_\_\_\_  
Bruce Becker  
Park County Attorney

**Backup material for agenda item:**


- E. CONSENT - Approve Adam Stern application for re-appointment to the City Planning Board

**City of Livingston**  
**Application for Appointed Office**

(Revised 3/17/03)

**Appointed Position Seeking:** Planning Board

**Date of Application:** December 19, 2017

Name: **Adam Stern** Signed:   
Address: **208 S F St., Livingston**  
Telephone: daytime: **224-1875** after 5:00 pm: **224-1875**  
Fax number: **N/A** email address: **adam\_stern@hotmail.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 that you are interested in this appointment:  

**I currently sit on the Planning Board, we are engaged in many exciting projects, and I would like to continue working to help bring these projects to completion.**
5. Describe any background, experience, and interests that you have which may assist you in performing the responsibilities of this appointment:
  - A. Occupation: **Scientist and business development at a small photonics firm.**
  - B. Education: **PhD, Statistical Physics.**
  - C. Experience: **Passion for city planning in Livingston.**
6. Have you served on any previous boards or in any governmental positions in the past?  

**Urban Renewal Agency, 2010 – 2011**  
**Parks & Trails Committee, 2010 – 2015**  
**Planning Board, 2010 – present**  
**Livingston City Commission, 2011 – 2015**
7. Are you currently serving on any Community Boards? **Yes, Chair of Planning Board**
8. Current Employer: **Resonon, Inc.**
9. Are you available for night meetings? **Yes**
10. Are you available for daytime meetings? **Yes**
11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? **No**
12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? **Alert committee and recuse myself.**

**This application will be kept on file for 6 months and then discarded.**

**Backup material for agenda item:**

- F. CONSENT - Approve application of Jim Baerg for re-appointment to Planning Board

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

Appointed Position Seeking: PLANNING BOARD

Date of Application: 1/24/18

Name: JIM BAERG  
Address: 223 S. 5th St.  
Telephone: daytime 220. 1498  
Fax Number: \_\_\_\_\_

Signed: [Signature]  
after 5:00 p.m.: \_\_\_\_\_  
e-mail address: jlbaerg@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: - long term interest, hope to make Livingston a better place to live, I believe my knowledge and experience is helpful to the board
5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:
  - A. Occupation: Architect/Builder
  - B. Education: MA in History, MARCH
  - C. Experience: 20+ yrs construction, 10+ yrs design

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? 1 year on planning board
7. Are you currently serving on any Community Boards? - Planning
  - A. If yes, please describe those boards. \_\_\_\_\_
8. Current Employer? SELF
9. Are you available for night meetings? yes
10. Are you available for daytime meetings? yes -
11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? No -
12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? would recuse myself -

**Backup material for agenda item:**

- G. CONSENT - Approve application of Jodi Willingham for appointment to Tree Board

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

**Appointed Position Seeking:** Livingston Tree Board

**Date of Application:** 1/31/18

Name: Jodi Willingham  
Address: 2006 meadowlark  
Telephone: daytime 406-223-9518  
Fax Number: \_\_\_\_\_

Signed: Jodi Willingham  
after 5:00 p.m.: \_\_\_\_\_  
e-mail address: jodi.fanta@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:  
getting involved in the community

- 5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:
  - A. Occupation: \_\_\_\_\_
  - B. Education: BS Horticulture
  - 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?  
yes, City of Elworth

- 7. Are you currently serving on any Community Boards? no
  - A. If yes, please describe those boards. \_\_\_\_\_
- 8. Current Employer? Town & Country
- 9. Are you available for night meetings? yes
- 10. Are you available for daytime meetings? yes
- 11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? \_\_\_\_\_
- 12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? \_\_\_\_\_



**Backup material for agenda item:**

- H. CONSENT - Approve application of Lisa Harreld for re-appointment to Tree Board

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

Appointed Position Seeking: Livingston Tree Board - re-appointment

Date of Application: 1/31/18

Name: Lisa Harreld

Signed: \_\_\_\_\_

Address: 822 West Clark St.

Telephone: daytime 823-6009

after 5:00 p.m.: (651) 270-4168

Fax Number: \_\_\_\_\_

e-mail address: Lharreld@livingstonmontana.org

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

2. Are you a registered voter? yes

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

4. Describe the reasons you are interested in this appointment: I'm interested in maintaining and improving our urban forest.

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

A. Occupation: City Clerk / Paralegal City of Livingston

B. Education: BS Paralegal Studies, Winona State University

C. Experience: Paralegal - too many years to mention

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? yes

7. Are you currently serving on any Community Boards? currently on Livingston tree board

A. If yes, please describe those boards. \_\_\_\_\_

8. Current Employer? City of Livingston

9. Are you available for night meetings? yes

10. Are you available for daytime meetings? yes

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

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? I would recuse myself.

**Backup material for agenda item:**

- A. RESOLUTION NO. 4778 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH FOUR CORNERS RECYCLING, LLC.



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No: 4778

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

**Date of First Consideration/Status:** February 6, 2018

**Purpose of Legislation:** General Services Contract update and renewal.

**Statutory Authority/Reference:** General Services Contract

**Background:** The City of Livingston has updated the Recycling Services General Services Contract with Four Corners Recycling, LLC to include fee increases and additional services provided by Four Corners Recycling, LLC.

**Staff Recommendation:** Approve the General Services Contract with Four Corners Recycling

**Fiscal Impact:** See the attached Excel spreadsheet

**Regulatory Impact (local):** None

**Attachments:**

- General Services Contract
- Financial Impact Spreadsheet

**RESOLUTION NO. 4778**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH FOUR CORNERS RECYCLING, LLC.**

**WHEREAS**, Four Corners Recycling, LLC is engaged in the business of providing recycling services, independent of the City of Livingston, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform recycling services for the City of Livingston; and

**WHEREAS**, in the past, the City of Livingston has utilized Four Corners Recycling, LLC for recycling services related to the City of Livingston's solid waste program; however, the Parties are not currently operating pursuant to any written agreement; and

**WHEREAS**, the City of Livingston and Four Corners Recycling, LLC desire to continue working together and also desire to define their respective rights, duties and obligations in connection with their relationship and, as a result, the Parties desire to proceed under the terms and conditions contained in the attached agreement; and

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

On the City of Livingston's behalf, the City Manager is hereby authorized to enter into the General Services Agreement with Four Corners Recycling, LLC, which document is attached hereto and incorporated herein as Exhibit A.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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**Dorel Hoglund - Chairman**

**Resolution No. 4778  
Authorizing the City Manager to sign a General Services Agreement with Four Corners Recycling, LLC.**

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**Resolution No. 4778**  
**Authorizing the City Manager to sign a General Services Agreement with Four Corners**  
**Recycling, LLC.**

## GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **THE CITY OF LIVINGSTON, MONTANA**, a municipal corporation and political subdivision of the state of Montana with its principal office located at 414 East Callender Street, Livingston, MT 59047 (hereinafter referred to as the "City"), and **FOUR CORNERS RECYCLING, LLC**, a Montana limited liability company with its principal place of business located at 357 Recycle Way, Bozeman, MT 59714 (hereinafter referred to as the "Contractor"); and together with the City, the "Parties").

### RECITALS:

- A. The Contractor is engaged in the business of providing recycling services, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform recycling services for the City.
- B. In the past, the City has utilized the Contractor for recycling services related to the City's solid waste disposal program; however, the Parties are not currently operating pursuant any written agreement.
- C. The Parties desire to continue working together and also desire to define their respective rights, duties and obligations in connection with their relationship and, as a result, the Parties desire to 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. EXPIRATION. Unless terminated earlier pursuant to the terms of Paragraph 8 below, this Agreement shall remain in full force and effect until June 30th, 2019, on which day this Agreement shall automatically terminate.
3. 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.

4. SCOPE OF SERVICES. Contractor shall provide all of the recycling services set forth below (collectively, the “Services”).
  - a. Contractor shall travel to the City’s recycling collection area to pick-up and haul all roll-off boxes and all materials therein, which materials will include steel and aluminum cans (mixed together), #1 and #2 plastics, newspaper, magazines, office paper, white goods (including but not limited to appliances), mixed metal, and cardboard (the Contractor is responsible for emptying the City’s cardboard compactor). The Contractor is solely responsible for sorting any and all materials it collects from the City.
  - b. City personnel shall notify the Contractor on a daily basis as to how close each roll-off box is to capacity. When City personnel notify the Contractor a bin is at or above 80% of its capacity, the Contractor shall remove and replace the bin within twenty-four (24) hours after such notification.
  - c. At City’s request, Contractor shall include glass as a recycled material to be collected. City may haul glass to recycler’s facility or have contractor Collect glass from City’s recycling facility.
  - d. Contractor shall travel to the City’s Transfer Station area to pick-up and haul all refrigeration units.
  - e. If this Contract terminates, and is not renewed or continued, the Contractor will return the City’s triple roll off box(es), cardboard bin(s), and metal roll off box(es) within 10 days in substantially the same condition in which they were received, normal wear and tear excepted.
5. PAYMENT.
  - a. The City shall pay the Contractor for the Services at the following rates:



- i. Two Hundred and No/100 Dollars (\$200.00) per month for each triple roll-off box, while the Contractor will provide one (1) metal roll-off box at no charge. The Contractor acknowledges that he will not be paid for the number of triple roll off boxes owned by the City.
  - ii. Twenty-Five and No/100 Dollars (\$25.00) per month for each front-load cardboard bin plus the Contractor receives the commodity value of the cardboard. The Contractor acknowledges that he will not be paid for the number of cardboard bins owned by the City.
  - iii. One Hundred Forty and No/100 Dollars (\$140.00) per ton to bale plastics (#1-#7); provided, however, the City shall receive a credit against, or pay the difference for, the cost of baling based upon the then-current commodity value of plastic. Recycling #1 and #2 plastics only should result in a higher commodity value credited to the City.
  - iv. Sixty and No/100 Dollars (\$60.00) per ton for recycling of glass if the City recycles between one and one hundred tons of glass. Fifty Seven and 50/100 Dollars (\$57.50) per ton for recycling of glass if the City recycles between one hundred one and one hundred fifty tons of glass. Fifty five and No/100 Dollars (\$55.00) per ton for recycling of glass if the City recycles over one hundred fifty one tons of glass. Cost will be charged at Sixty and No/100 (\$60.00) and credit for reduced cost per ton will be given as volume of recycled glass meets weight thresholds.
  - v. One Hundred Seventy-Five and No/100 Dollars (\$175.00) for each roll-off box pull.
  - vi. Twenty Five and No/100 Dollars (\$25.00) per refrigeration unit with Freon removed. Must have tag indication Freon has been removed by licensed plumber.
- b. In addition to any credit mentioned hereinabove, the City shall receive a credit against the Contractor's charges for all of the following, by weight:

- i. Any and all aluminum and steel collected from the City and processed by the Contractor, which credit shall be equal to the then-current market rate for the said materials.
    - ii. Any and all newspaper, magazines and officer paper collected from the City and processed by the Contractor, which credit shall be equal to the then-current market rate for the said materials.
    - iii. Any and all mixed metal collected from the City and processed by the Contractor, which credit shall be equal to the then-current market rate for the said material.
    - iv. Any and all cardboard collected from the City's compactor and processed by the Contractor, which credit shall be equal to the then-current market rate for the said material.
  - c. Invoices 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 next regularly scheduled meeting of the City Commission to the Public Works Director at 330 Bennett Street, Livingston, Montana.
  - d. 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.
  - e. 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.
6. 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 Services 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 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.
  - d. 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.
7. 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 is familiar with the City's solid waste disposal operation and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Services.
- c. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, performance and furnishing the Services.
- d. It has reviewed this Agreement and all exhibits hereto and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.
- e. It will complete the Services in a workmanlike manner according to industry standards and practices.
- f. It will not cause or permit any liens to be filed against City-owned property.

8. 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.
9. 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.
10. INSURANCE. During the term of this Agreement, Contractor shall be responsible for maintaining insurance coverage at its sole cost and expense. The Contractor shall provide the City with certificates of insurance demonstrating such insurance coverage 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. In addition to any other insurance mentioned in this Agreement, the Contractor shall 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 \$750,000.00 per claim and \$1,500,000.00 for each occurrence. The certificates of insurance discussed in this Paragraph 10 are attached hereto and incorporated herein as Exhibit B.
11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed

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

- 18. LIAISON. The designated liaison with the City is Shannon Holmes or Matt Whitman, both of whom can be reached at (406) 222-5667. The Contractor’s liaison is \_\_\_\_\_, who can be reached at \_\_\_\_\_.
- 19. 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.
- 20. 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**

**FOUR CORNERS RECYCLING, LLC,  
a Montana limited liability company**

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

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

[ Exhibit A ]

[ Certificates of WC and UE Insurance or Exemptions ]



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



**Material Processing Costs**

<b>Material</b>	<b>Yearly Tonnage</b>	<b>Current Cost</b>	<b>Proposed Cost</b>	<b>Yearly Cost Difference</b>
Plastic	26.64	\$ 110.00	\$ 140.00	\$ 799.20
Mixed Cans	14.79	\$ -	\$ -	\$ -
Mixed Paper	88.51	\$ -	\$ -	\$ -
Cardboard	123.5	\$ -	\$ -	\$ -
Mixed Metal	167.59	\$ -	\$ -	\$ -
Glass*	208	\$ -	\$ 60.00	\$ 12,480.00

**Total w/ Glass \$ 13,279.20**  
**Total W/o Glass \$ 799.20**  
**Total FY18 Remaining Cost w/ Glass \$ 5,533.00**  
**Total FY18 Remaining Cost w/o Glass \$ 333.00**

**Material Transport Cost**

<b>Material</b>	<b>Yearly Pulls</b>	<b>Current Cost</b>	<b>Proposed Cost</b>	<b>Yearly Cost Difference</b>
Triple Bin	86	165	175	\$ 860.00
Cardboard	33	165	175	\$ 330.00
Mixed Metal	55	165	175	\$ 550.00
Glass*	52	0	175	\$ 9,100.00

**Total w/ Glass \$ 10,840.00**  
**Total W/o Glass \$ 1,740.00**  
**Total FY18 Remaining Cost w/ Glass \$ 4,516.67**  
**Total FY18 Remaining Cost w/o Glass \$ 725.00**  
  
**Total Fiscal Impact w/ Glass \$ 24,119.20**  
**Total Fiscal Impact w/o Glass \$ 2,539.20**  
**Total FY18 Remaining Cost w/ Glass \$ 10,049.67**  
**Total FY18 Remaining Cost w/o Glass \$ 1,058.00**

\*Four Corners has not been providing glass recycling services previously

**Backup material for agenda item:**

- B. RESOLUTION NO. 4779 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A CONSTRUCTION AGREEMENT FOR MAINTENANCE WITH THE MONTANA DEPARTMENT OF TRANSPORTATION.



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution 4779, 6 Feb 2018

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

**Date of First Consideration/Status:** First Consideration 6 Feb 2018

**Purpose of Legislation:** This agreement allows MDT to perform a chip seal of Geysers Street using State Funding. It requires the City follow State laws for traffic control and returns maintenance of both the street and sidewalks to City responsibility after the project is complete.

**Statutory Authority/Reference:** Authorize City Manager to Sign a Contract

**Background:** This is a continuation of the Geysers ADA project and applies to the street surface itself.

**Staff Recommendation:** Sign the contract with MDT to complete this project.

**Fiscal Impact:** N/A

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

**Attachments:**  
Construction Agreement with MDT

**RESOLUTION NO. 4779**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A CONSTRUCTION AGREEMENT FOR MAINTENANCE WITH THE MONTANA DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the State of Montana proposes to construct and/or reconstruct a certain highway and adjacent pedestrian facilities in and through the City of Livingston, the construction being known as Federal Aid Project No. UPP 7410(4), also known as Geysler Street - Livingston, CN-9218000; and

**WHEREAS**, the construction will be over and upon Route U-7410 (Geysler Street) in the City of Livingston, beginning at approximately Park Street (US 89/N-11) and extending Easterly approximately 1.42 miles to the Intersection of South H Street; and

**WHEREAS**, the State of Montana desires to receive Federal funds to construct the highway; and

**WHEREAS**, in accordance with the State's agreement with the Federal Highway Administration (FHWA) of the U.S. Department of Transportation, the State must ensure that certain requirements are met in order for the State to fulfill its obligations to the FHWA and for the project to be eligible for federal funds. Accordingly, the State includes federal requirements, which the City of Livingston agrees with; and

**WHEREAS**, the Construction Agreement for Maintenance must be duly executed and on record with the State and FHWA before the work contemplated can be awarded to contract; and

**WHEREAS**, the City of Livingston desires to have the construction done, deeming it to be a valuable and beneficial consideration; and

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

On the City of Livingston's behalf, the City Manager is hereby authorized to enter into the Construction Agreement for Maintenance with the Montana Department of Transportation, which document is attached hereto and incorporated herein as Exhibit A.

**Resolution No. 4779**

**Authorizing the City Manager to sign a Construction Agreement for Maintenance with the Montana Department of Transportation.**

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**Resolution No. 4779**  
**Authorizing the City Manager to sign a Construction Agreement for Maintenance with the Montana Department of Transportation.**

**City of Livingston  
CONSTRUCTION AGREEMENT FOR MAINTENANCE**

THIS AGREEMENT is made and entered into by and between the State of Montana, acting by and through its Department of Transportation, hereinafter called the “State” or “Department”, and the City of **Livingston**, a Montana **Municipal Corporation**, hereinafter called the “City”.

City of Livingston Contact: Shannon Holmes Public Works 330 N. Bennett St. Livingston, MT 59047	Montana Department of Transportation Contact: Kyle DeMars MDT Maintenance 2701 Prospect Avenue PO Box 201001 Helena, MT 59620-1001
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**WITNESSETH THAT:**

**THE PURPOSE OF THIS AGREEMENT IS TO SET FORTH THE RESPONSIBILITIES AND DUTIES OF THE STATE AND THE CITY WITH RESPECT TO A FEDERAL AID HIGHWAY AND ADJACENT PEDESTRIAN FACILITIES PROJECT WITHIN THE CITY OF LIVINGSTON, MONTANA.**

WHEREAS, the State proposes to construct and/or reconstruct a certain highway **AND ADJACENT PEDESTRIAN FACILITIES (SIDEWALKS, RAMPS)** in and through the City, the construction being known as Federal Aid Project No. **UPP 7410(4)**, also known as **Geyser Street - Livingston, CN-9218000**, and

WHEREAS, the construction will be over and upon Route **U-7410 (Geyser St.)** in the City of **Livingston**, beginning at approximately **Park St.** (US 89/N-11) and extending **Easterly** approximately **1.42** mi to the Intersection of **South H St.**, and

WHEREAS, the State desires to receive Federal funds to construct the highway, and

WHEREAS, in accordance with the State’s agreement with the Federal Highway Administration (FHWA) of the U. S. Department of Transportation, the State must ensure that certain requirements are met in order for the State to fulfill its obligations to the FHWA and for the project to be eligible for federal funds. Accordingly, the State includes federal requirements, which are among those hereinafter set forth, for this project, and the City agrees to them, and

WHEREAS, this document must be duly executed and on record with the State and FHWA before the work contemplated can be awarded to contract, and



WHEREAS, the City hereby concurs in the designation of the highway which was designated under Section 60-2-110, MCA, and

WHEREAS, the City desires to have the construction done, the City deeming it to be a valuable and beneficial consideration,

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**AT STATE EXPENSE, THE STATE AGREES TO DESIGN THE PROJECT, LET IT TO CONTRACT AND ADMINISTER THE CONTRACT FOR CONSTRUCTION AND WILL PERFORM ALL THE REMAINING FUNCTIONS AND DUTIES AND RESPONSIBILITIES SET FORTH HEREIN IN EXCHANGE FOR WHICH THE CITY AGREES THAT UPON COMPLETION OF THE PROJECT, DEEMING THE CONSTRUCTION A GOOD AND VALUABLE CONSIDERATION, IT WILL PERFORM ALL OF THE FUNCTIONS AND DUTIES AND RESPONSIBILITIES SET FORTH IN THIS AGREEMENT. THE DUTIES AND RESPONSIBILITIES OF EACH PARTY TO THIS AGREEMENT ARE LIMITED TO THE ENTIRE CORRIDOR OF ROUTE U-7410 PROJECT AREA FROM PARK ST. TO S H ST. ON GEYSER ST.**

- A. The City agrees to conform in all regards to Chapter 8 of Title 61, MCA, and will not take any action, by enacting an ordinance or otherwise, in contradiction of the traffic laws in Chapter 8 of Title 61, MCA, with specific reference, but not limited to, the following matters:
1. Installing any signs, signals, or markings not in conformance with the Standards approved by the FHWA pursuant to 23 USC §109(d).
  2. Establishing a speed limit less than twenty-five (25) miles per hour in any urban district on the highway.
  3. Establishing a speed limit of less than thirty-five (35) miles per hour outside an urban district on the highway. The City will modify or alter such established speed limits on the highway after a traffic and engineering investigation is made at the request of the State.
  4. Erecting any markings, sign, signal or traffic control device that will give preference to local routes which intersect with the highway and no sign, signal or traffic control device will be erected or constructed, nor shall the establishment or modification of any speed zone, parking regulation or traffic marking which will affect traffic on the highway be made without express written permission of the State, and then only after proper traffic and engineering study indicates that such markings, sign, signal or traffic control device is required.
  5. Erecting any lighting on the highway without express written permission of the State, and then only after proper traffic and engineering study indicates that such

lighting devices are required. The plans for such lighting installation shall be approved by the State before erection.

6. Not requiring the stopping of all traffic at all intersecting streets, alleys and driveways before entering the highway. Where the City considers that such traffic control creates a hazardous situation, it will request a traffic and engineering study by the State. The State, after the study, may authorize express written modifications in the traffic control devices as may be in the public interest from a safety and convenience standpoint.
  7. Prohibiting parallel parking on the highway; and
  8. Allowing stopping, standing or parking of a vehicle in a place prohibited by §61-8-354, MCA.
  9. For lighting projects inside of incorporated municipalities, the cost of operation and maintenance of the lighting shall be paid by the City; however, where an existing lighting district, which is paid for by a city, town or special improvement district, is replaced or upgraded, the city, town or special improvement district shall continue paying the amount of the previous payments toward the cost of operation and maintenance of the new or revised lighting system. If and when the cost of energy or maintenance is raised by the utility company, the city, town or special improvement district shall pay their proportionate share of the rate increase.
- B. The State, after a traffic and engineering investigation of any speed zone, parking regulation or traffic control device, may require the City to modify or remove such existing speed zone, parking regulation or traffic control device upon the highway.
- C. The City will retain the authority and responsibility for issuing approach and encroachment permits onto, upon or over right-of-way of the highway by anyone.
- D. The City has reviewed and approved the plans.
- E. The City will continue to enforce the ordinances, laws and/or regulations necessary and essential for the operation of the improvements as planned.
- F. All signs required to enforce City ordinances shall be maintained by the City.
- G. The City is responsible for costs for any locally-required permits, including but not limited to building permits, electrical permits, plumbing permits, excavation permits, engineering permits, and/or encroachment permits.
- H. Sidewalk Maintenance

1. Upon completion of and in consideration for the project, and at no additional cost to the State, the City agrees to assume full responsibility for and control of maintenance of the sidewalks bordering the project. Specifically, the City will maintain or cause to be maintained the sidewalks adjacent to both sides of **Geyser St** from **Park St.** to **South H St.** The City may, in its discretion, enforce state laws and its local ordinances, if any, to recover all costs associated with its sidewalk maintenance activities from persons or entities who own property adjacent to the sidewalks and/or who receive the benefit of the maintenance performed.
  - a) For purposes of this agreement, “Sidewalk Maintenance” means: removal of and/or surface repair of any obstacles or impediment to the safe and efficient use of the sidewalk by pedestrians, including removal of snow and ice, repair of chipped, fractured, or broken walk or curb from any cause including but not limited to frost, landscaping (tree roots), or permitted encroachments.
  - b) The City has the authority and responsibility to issue encroachment permits to private parties to allow for the placement or installation of encroachments on the sidewalk within the right of way according to the terms and conditions established by the City by ordinance or rule subject only to insuring that any permit issued does not in any way interfere with the use of the vehicle travel lanes nor with the safe and efficient use of the sidewalk by pedestrians. As an integral part of the responsibility is the authority and duty to remove any unpermitted encroachment.
  - c) The City may by ordinance or regulation impose landscaping and/or sidewalk construction responsibilities on property owners whose property abuts the state facility provided that any new sidewalk construction completed under the City authority on the highway right of way meets or exceeds the specifications and standards of the State including compliance with all state or federal handicapped access laws and regulations.
  - d) For purposes of this agreement, “Sidewalk Maintenance” does not mean repair or replacement of any sidewalk segment six feet or more in continuous length which cannot be repaired without complete removal and replacement of the existing walk and subsurface base. Upon notice that a segment of sidewalk must be replaced, the City will take whatever steps necessary to complete the replacement within 120 days, (weather permitting), subject only to the temporary fix referred to in: H(2) below.
  - e) In the event of a disagreement as to whether a sidewalk segment can be repaired or must be replaced, the parties agree that the issue will be resolved by agreement by the Chief Executive or his designee and the Department of Transportation Maintenance Administrator or his designee. If necessary the Director of the Department of Transportation and the Chief Executive may be asked to resolve the issue.

2. The parties agree that they have a joint and mutual interest to build and maintain the sidewalks in a safe manner. To that end there is a joint responsibility to inspect the sidewalks on a periodic basis, at least annually to discover any potential sections that require repair or replacement. Regardless of who identifies an area of potential harm, they shall immediately notify the other party to the agreement and shall jointly take whatever steps necessary to warn the users of the walk until such time as repair or replacement can be completed. In the event replacement is deemed necessary, temporary repairs may be performed until such time as reconstruction can be programmed and completed. In the event replacement or reconstruction is required, the City shall use any eligible state, federal, local, or private funding to perform the work and upon completion City once again is responsible for future sidewalk maintenance.
  3. City agrees that the maintenance responsibility is in effect until the sidewalks are reconstructed, unless otherwise agreed to by the parties.
  4. If, during its inspections, the City encounters a condition on the sidewalk that it believes is caused by a design or construction defect or by the negligent act or omission of a State agent or employee, the City will immediately notify the State of the existence and location of the defect and provide the State with a detailed explanation of the engineering basis for its belief that the condition is caused by a design or construction defect or the negligent act or omission of a State agent or employee.
  5. This section does not supersede, discharge, or extinguish any prior agreement between the parties, nor will any future agreement between the parties supersede, discharge, or extinguish this agreement, unless by specific reference and in clear terms
- I. Roadway Maintenance:
1. Upon completion of and in consideration for the project, and at no additional cost to the State, the City agrees to assume full responsibility for and control of maintenance of the Geyser St within the City including the roadway surface, pavement markings, and curb and gutter. Specifically, the City will maintain or cause to be maintained the roadway surface of **Geyser St** from **Park St** to **South H St**. The City may, in its discretion, enforce state laws and its local ordinances, if any, to recover all costs associated with its roadway maintenance activities from persons or entities who own property adjacent to the roadway and/or who receive the benefit of the maintenance performed.
    - a) For purposes of this agreement, "Roadway Maintenance" means: removal of and/or surface repair of any obstacles or impediment to the safe and efficient use of the roadway by the traveling public, including removal of snow and ice per the City standard, repair of chipped, fractured, or broken curb from any

- cause including but not limited to frost, landscaping (tree roots), or permitted encroachments.
- b) The City has the authority and responsibility to issue encroachment permits to private parties to allow for the placement or installation of encroachments on the roadway within the right of way according to the terms and conditions established by the City by ordinance or rule subject only to insuring that any permit issued does not in any way interfere with the use of the vehicle travel lanes nor with the safe and efficient use of the sidewalk by pedestrians. As an integral part of the responsibility is the authority and duty to remove any unpermitted encroachment.
  - c) The City may by ordinance or resolution establish parking rules and regulations, including installation of metered parking.
  - d) For purposes of this agreement, "Roadway Maintenance" does not mean repair or replacement of any roadway segment 100 feet or more in continuous length which cannot be repaired without complete removal and replacement of the existing roadway and subsurface base. Upon notice that a segment of roadway must be replaced, the City will take whatever steps necessary to complete the replacement within 120 days, (weather permitting), subject only to the temporary fix referred to in: I(2) below.
  - e) In the event of a disagreement as to whether a roadway segment can be repaired or must be replaced, the parties agree that the issue will be resolved by agreement by the Chief Executive or his designee and the Department of Transportation Maintenance Administrator or his designee. If necessary the Director of the Department of Transportation and the Chief Executive may be asked to resolve the issue.
2. The parties agree that they have a joint and mutual interest to build and maintain the roadway in a safe manner. To that end there is a joint responsibility to inspect the roadway on a periodic basis, at least annually to discover any potential sections that require repair or replacement. Regardless of who identifies an area of potential harm, they shall immediately notify the other party to the agreement and shall jointly take whatever steps necessary to warn the users of the roadway until such time as repair or replacement can be completed. In the event replacement is deemed necessary, temporary repairs may be performed until such time as reconstruction can be programmed and completed. In the event replacement or reconstruction is required, the City shall use any eligible state, federal, local, or private funding to perform the work and upon completion City once again is responsible for future roadway maintenance.
  3. City agrees that the maintenance responsibility is in effect until the roadway are reconstructed, unless otherwise agreed to by the parties.

4. If, during its inspections, the City encounters a condition on the roadway that it believes is caused by a design or construction defect or by the negligent act or omission of a State agent or employee, the City will immediately notify the State of the existence and location of the defect and provide the State with a detailed explanation of the engineering basis for its belief that the condition is caused by a design or construction defect or the negligent act or omission of a State agent or employee.
5. This section does not supersede, discharge, or extinguish any prior agreement between the parties, nor will any future agreement between the parties supersede, discharge, or extinguish this agreement, unless by specific reference and in clear terms.

#### J. Storm Water Management

##### 1. Construction Storm Water General Permit

- a) Upon completion of all physical work associated with construction activity, the parties will inspect the temporary erosion and sediment control measures and devices as part of the Department's final inspection with the Department's contractor. The Department will provide the City with the Storm Water Pollution Prevention Plan (SWPPP) package for City review. Within ten (10) days of receiving the package, the City will provide the Department with an itemized list of any outstanding records or deficiencies associated with the SWPPP. Upon the Department's and City's approval of site conditions and contractor records, the Department will provide the City a Permit Transfer Notification (PTN) form. The City will return the signed PTN form to the Department within ten (10) business days. The Department will forward the completed PTN form and transfer fees to the Montana Department of Environmental Quality (DEQ).
- b) Once DEQ transfers the Construction Storm Water General Permit Authorization, the City will inspect, maintain, and revise the Best Management Practice devices (BMPs) in accordance with DEQ permit requirements until final stabilization is met and permit coverage is terminated.
- c) The Department agrees to pay annual fees associated with permit coverage until termination. To assure payment, the City must forward invoices to the Department's Environmental Services Bureau for payment.

K. Term - This Agreement shall continue until all Parties agree to supersede this Agreement with another Agreement.

#### L. Hold Harmless & Indemnification –

The City shall protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgements

(include the cost of defense and reasonable attorney fees) arising in favor of or asserted by the City’s employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services performed, act or omission that in any way results from the acts or omissions of the City, or their agents, or subcontractors, under this Agreement, except the negligence of MDT under this Agreement.

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

M. Insurance - The City shall maintain for the duration of the Agreement at their cost and expense insurance against claims for injuries to persons or damages to property which may arise from or in connection with any act or omission by the City and their agents, employees, representative, assigns or subcontractors. This insurance shall cover such claims as may be caused by any intentional or negligent act or omission.

**a). Commercial General Liability Insurance:** The City shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage as set forth below, to cover such claims as may be caused by any act, omission, or negligence of the City or their officers, agents, representatives, assigns, or subcontractors. Commercial General Liability insurance covering all operations under the Agreement shall have coverage substantially similar to the standard ISO Commercial General Liability Insurance policy, the limits shall be:

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Excess/Umbrella Liability Insurance	\$2,000,000.00

Any party classified as a governmental entity may meet the insurance requirements of this Agreement through self-insurance or risk sharing pool coverage which meets Montana statutory tort limits. Proof of self-insurance or risk sharing pool coverage must be provided to MDT before commencement of the Agreement activities. The City must notify the State immediately of any change in insurance coverage during the term of this Agreement, and must meet the limits for private insurance shown above should self-insurance or risk sharing pool coverage be discontinued.

**b). Additional insured status:** The State, MDT, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds

arising out of the activities performed by or on behalf of the City, including the insured's general supervision of any Contractor; products, and completed operations; premises owned, leased, occupied or used.

**c). Certificates of Insurance:** Insurance is to be placed with an insurer with a Best's rating of no less than A-. The Best's rating requirement does not apply to any governmental entity self-insurance or risk-sharing pool insurance coverage. The City must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, changes in status of policy, etc. The State reserves the right to require complete copies of insurance policies at any time.

**e). Workers' Compensation Insurance:** The City is required to maintain workers' compensation insurance or an independent contractor's exemption covering the contractor and/or employees while performing work within MDT right-of-way in accordance with §39-71-401/405, Montana Code annotated. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

N. Public Safety - It is agreed, if any repairs to the Project or future City construction projects must be done to prevent a public hazard, the City will immediately protect the area from public access, contact MDT Butte Area Maintenance, and take corrective action to repair the hazard.

O. Invoicing and Indirect Cost (IDC) –

If MDT incurs any costs as a result of a public emergency, as a result of the City not meeting the requirements in this Agreement which necessitates action on MDT's part concerning the maintenance or repair of the City's Project, or future City construction projects, MDT shall be entitled to be compensated for such costs by the City and the City shall pay the same within thirty (30) days of its receipt of such invoices.

Section 17-1-106, MCA, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct project costs. MDT's IDC rate is determined annually as a percentage of the project's direct costs to cover the project's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 10.96% for fiscal year 2018 (July 1, 2017 to June 30, 2018). If the work occurs or extends into fiscal year 2018 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

- i. Invoice will be sent to:  
City of Livingston  
Attention: Public Works  
330 N. Bennett St.  
Livingston, MT 59047



- ii. Payments shall be made to:  
 Montana Department of Transportation  
 Attention: Collections  
 2701 Prospect Avenue  
 PO Box 201001  
 Helena, MT 59620-1001

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

Q. The CITY, for itself, its assignees and successors in interest, agrees to comply with the provisions of Exhibit A, “MDT Non-Discrimination and Disability Accommodation Notice,” which is attached hereto and incorporated by reference. The CITY is referred to as the “PARTY” in said Exhibit, and the City’s duties and responsibilities are those duties and responsibilities of the “PARTY.”

**THE PARTIES UNDERSTAND AND AGREE THAT THE FAILURE OF EITHER PARTY TO PERFORM THE DUTIES AND RESPONSIBILITIES SET FORTH IN THIS AGREEMENT MAY BE DEEMED A MATERIAL BREACH OF THE CONTRACT FOR WHICH ANY AVAILABLE REMEDY PROVIDED BY LAW MAY BE ASSERTED IN THE DISTRICT COURT. IN ANY LEGAL PROCEEDING TO ENFORCE ANY PROVISION OF THIS AGREEMENT OR FOR BREACH OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND ATTORNEY’S FEES.**

IN WITNESS WHEREOF, the State’s authorized representative has signed on behalf of the State of Montana, and the **Chief Executive** of the City of **Livingston**, on behalf of the City, has signed and affixed hereto the seal of the City.

**STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_, 2017  
**Administrator - Engineering Division**

By \_\_\_\_\_  
**Approved for Legal Content**

By \_\_\_\_\_  
**Approved Civil Rights**



**MDT NONDISCRIMINATION  
AND  
DISABILITY ACCOMMODATION NOTICE**

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

**Federal protected classes**

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

**State protected classes**

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

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

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

**(2) Non-discrimination:**

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

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

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

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

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

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

**(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:**

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

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

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

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

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

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

*Federal*

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

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

### *State*

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

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

**Backup material for agenda item:**

- A. Discuss Transportation Study recommendations and implementation



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Action Item A , 6 Feb 2018

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

**Date of First Consideration/Status:** Discussion Only

**Purpose of Legislation:** Informational for Commission

**Statutory Authority/Reference:** N/A]

**Background:** The Administration has created an expected timeline for implementation or consideration of the recommendations made in the Transportation Study. This timeline shows expected completion of projects the Administration has chosen to implement and timeline for consideration of recommendations not yet selected for implementation.

**Staff Recommendation:** N/A

**Fiscal Impact:** Listed for each recommendation

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

**Attachments:**

Transportation Study Recommendations Timeline  
Traffic Final Report





TRANSPORTATION STUDY  
UPDATE

81

LIVINGSTON, MONTANA

Prepared for

**CITY OF LIVINGSTON**

Prepared by



**MARVIN & ASSOCIATES**

1300 North Transtech Way  
Billings, MT 59102

September 1, 2017

TRANSPORTATION STUDY UPDATE  
LIVINGSTON, MONTANA

Prepared for

**CITY OF LIVINGSTON**

Prepared by



**MARVIN & ASSOCIATES**  
1300 North Transtech Way  
Billings, MT 59102



September 1, 2017  
P.T.O.E. # 259

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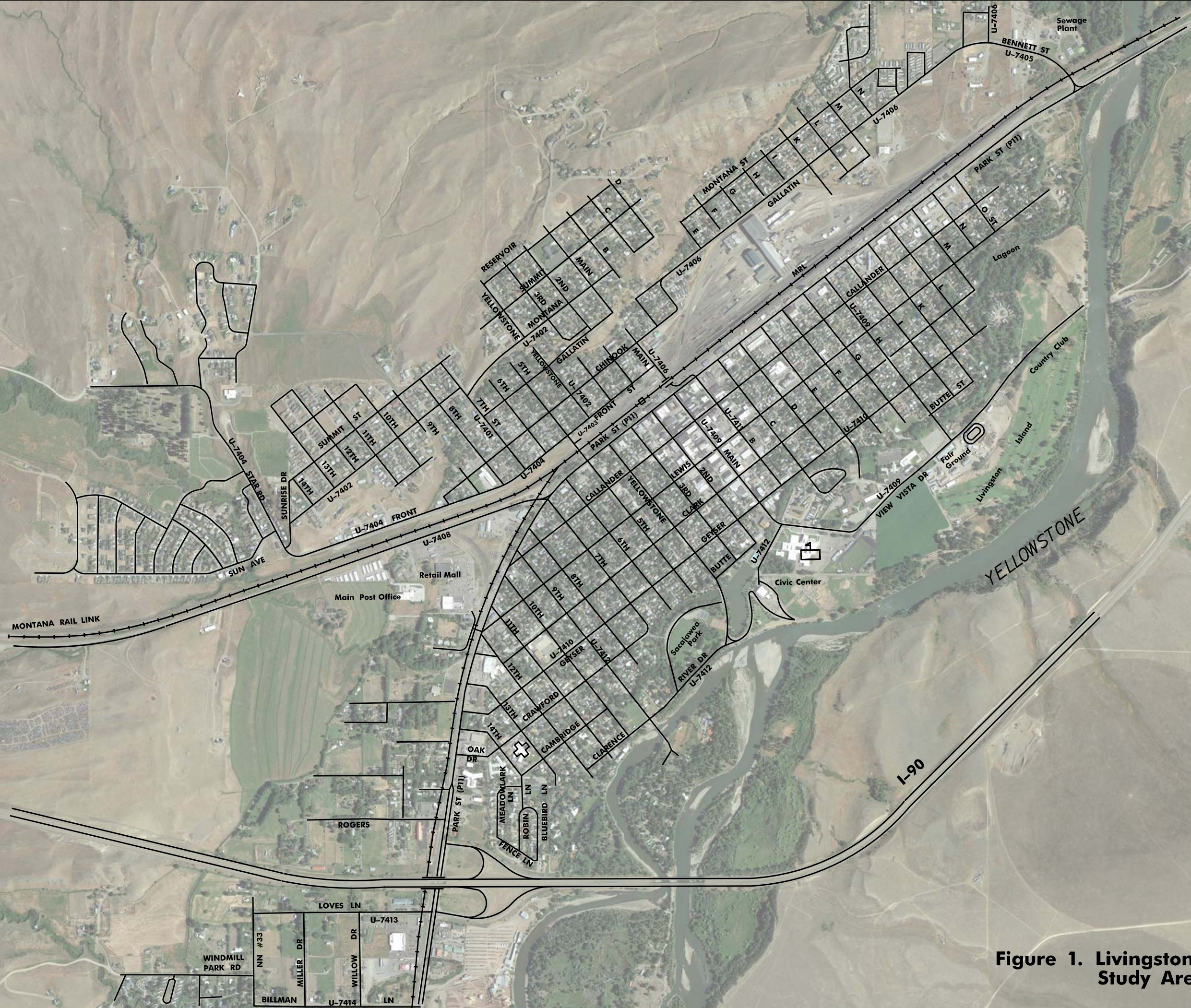


## INTRODUCTION

This report summarizes a Transportation Study Update for the City of Livingston. The original Transportation study was completed by Marvin & Associates in March of 2000. That study included typical planning level analysis along with extensive public information efforts involving both City and County officials. That study resulted in a number of short-term and long-term improvement project recommendations. Of those recommendations, two projects were eventually constructed (traffic signals on Park Street at 5<sup>th</sup> Street and 7<sup>th</sup> Street).

The study update differs from the original study in both scope and study area boundaries. The City of Livingston is intent on developing a capital improvements plan that includes transportation projects to be constructed with the next five to ten years. Thus, this study focuses on intersections and street corridors with definable operational deficiencies within the city limits. Intensive data collection efforts by TD&H Engineers and Marvin Associates were completed prior to completing capacity and crash analysis of all intersections and street corridors within the City. Problematic intersections and corridors were ranked according to safety and efficiency criteria which resulted in 4 corridors and 7 intersections being selected for evaluation of potential improvement projects. In addition, the study provides direction for incorporation of alternative transportation modes and parking within the Livingston Central Business District (CBD).

Figure 1 on the following page illustrates the approximate area included in the transportation study. The study area is somewhat smaller than the original transportation study since this study focuses on streets within the city limits, whereas the original study also included tracks of land within the jurisdiction of Park County.



**Figure 1. Livingston Transportation Study Area Street System**



## EXISTING STREET SYSTEM

### 2017 Traffic Counts

TD&H Engineering provided Mio-vision camera files for 33 intersections within the City of Livingston. Twenty-seven intersection counts were taken in late November and December of 2016 and early January 2017. Subsequent to those counts, sorting of crash data lead to five additional intersections being counted in March 2017. Additional counts were taken in July of 2017 subsequent to review of the draft report by the City of Livingston. No tube counts were taken because of severe weather conditions during the course of the data collection study phase. However, it was determined that hourly traffic variation data from traffic counters used for two separate projects in 2005 and 2012 could provide reasonable factors to estimate current average annual daily traffic (AADT) volumes on specific street segments.

Figure 2 on the following page illustrates the intersection count locations and estimated AADT volumes on various street segments within the study area. The intersection reference numbers correspond to the chronological order of traffic count summaries contained in Appendix A of this report. Two hour counts were taken for both am and pm hour periods and the peak am and pm hour volumes were calculated. Also shown in Appendix A are the calculated peak hour factors, which are used in capacity analysis and represents the one hour equivalent of the highest 15-minute peak period.

AADT numbers were calculated by applying monthly and daily variation factors extracted from the latest Montana Department of Transportation (MDT) permanent count stations data on similar facilities within the proximity of Livingston. Monthly, daily, and hourly variation graphs contained in the original transportation study are similar to the 2016 factors used within this update. In comparing the AADT shown in Figure 2 to those contained in the year 2000 study, it can be seen that the most significant differences appear to be on Star Road, Front Street, and N 5<sup>th</sup> Street.



11 — Intersection Count Number

5,000 — Average Annual Daily Traffic (AADT)

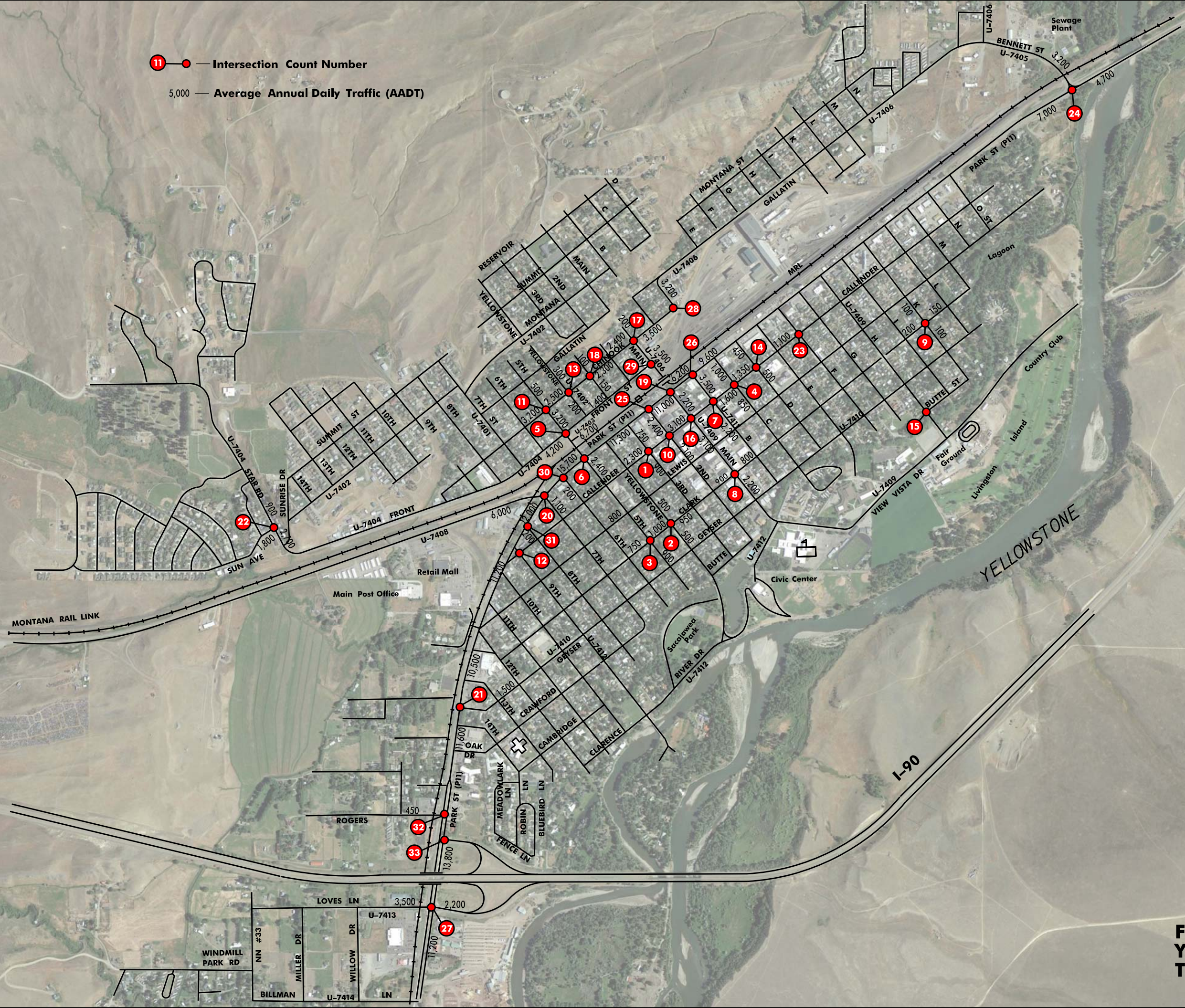


Figure 2.  
Year 2017  
Traffic Volumes

## Design Hour Traffic Estimates

The traffic count data contained in Appendix A was input to a traffic matrix spreadsheet used to calculate the AADT volumes. Monthly and daily traffic variations factors were used to determine the intersection traffic demand that is typically used for intersection design. Since traffic counts were taken in months where volumes are at their lowest levels, the design hour traffic volumes are appreciably higher than the count volumes. Because the peak pm hour counts were substantially higher than the am hour counts, design hour volume were only calculated for the pm hour periods. Appendix B contains the graphic illustration of year 2017 pm design hour traffic calculated for each of the intersections counted within this study. It should be mentioned that an additional count taken at the intersection of Park and 2<sup>nd</sup> Streets in July 2017 were slightly lower than design hour counts factored from the winter counts. Thus, the calculated design hour counts could be considered as a conservative estimate.

## Capacity Calculations

Peak pm hour existing capacity calculations were completed for the existing intersections using the *HCS7* software package (see Appendix D). Table 1, on the following page, summarizes the results of the capacity calculations. Table 1 only includes 21 of the 33 intersections counted, since 12 of the intersection were uncontrolled. There are no methods available for calculating capacity at uncontrolled intersections since it is assumed traffic and delay at uncontrolled intersections would be minimal. Measures in Table 1 include control delay (seconds/vehicle) and level of service (LOS) for each intersection approach and for the intersection as a whole. The calculation results indicate that all approach movements for all the intersections currently operate at or above a LOS “C”, with the exception of the westbound leg of the Park Street & I-90 Westbound Ramp intersection and the Front Street and 5<sup>th</sup> Street intersection.

Table 1 ranks the intersections by seconds of delay per vehicle entering the intersection. It was determined that the average delay for all intersections was 13.3 seconds per vehicle. Only 5 intersections exceeded the average, which qualified those intersections for additional analysis in the study. Since the Front Street and 5<sup>th</sup> Street Intersection has a movement that operates at a LOS less than LOS “C” and its operation is inter-related with operations at the Park and 5<sup>th</sup> Street intersection, it would also qualify for additional study.

Table 1. Year 2017 Average Design Hour Intersection Capacity Summary

Intersection	Rank by Delay	Eastbound		Westbound		Northbound		Southbound		Intersection	
		Delay (s/v)	LOS	Delay (s/v)	LOS	Delay (s/v)	LOS	Delay (s/v)	LOS	Delay (s/v)	LOS
Park Street & I-90 WB Ramps	1			55.8	F			10.9	B	45.5	F
Park St. & B St.	2	10.8	B	32.8	C	28.6	C	27.3	C	22.4	C
Park St.& 7th St.	3	21.1	C	16.1	B	14.1	B	26.7	C	20.5	C
Park St.& 5th St.	4	14.1	B	23.4	C	24.3	C	24.3	C	18.8	B
Park St.& Loves Lane	5	15.3	B	14.9	B	16.0	B	15.0	B	15.4	B
Front St. & 5th St.	6	11.8	B	27.7	D	8.0	A	7.7	A	11.4	B
Park St. & Main St.	7			9.0	A	20.7	C			11.0	B
Park St. & 2nd St.	8			9.4	A	20.4	C			10.6	B
Callander St. & B St.	9	7.6	A	7.4	A	14.2	B	11.9	B	10.4	B
Park St. & 6th St	10			10.2	B	19.7	C			10.3	B
Callander St. & Main St.	11	10.3	B	10.1	B	10.3	B	9.5	B	10.1	B
Sun Ave. & Star Road	12	8.6	A			7.4	A			10.0	B
Park St. & Rogers St.	13	21.2	C			9.5	A			9.8	A
Park St. & Geyser St.	14			16.6	C			8.7	A	9.7	A
Chinook St. & 5th St.	15	7.4	A	7.6	A	13.0	B	12.0	B	9.5	A
Callander St. & 2nd St.	16	9.1	A	9.6	A	9.3	A	9.1	A	9.4	A
Park St. & 8th St	17			14.9	B			9.0	A	9.1	A
Park St. & Old Clyde Park	18	8.1	A					11.4	C	9.0	A
Chinook St. & Main St.	19	8.3	A	9.5	A	9.2	A	7.9	A	8.7	A
Clark St. & 5th St.	20	10.0	B	9.7	A	7.3	A	7.3	A	8.5	A
Front St. & Main St.	21	11.6	B			7.6	A			8.3	A

Average Delay = 13.3

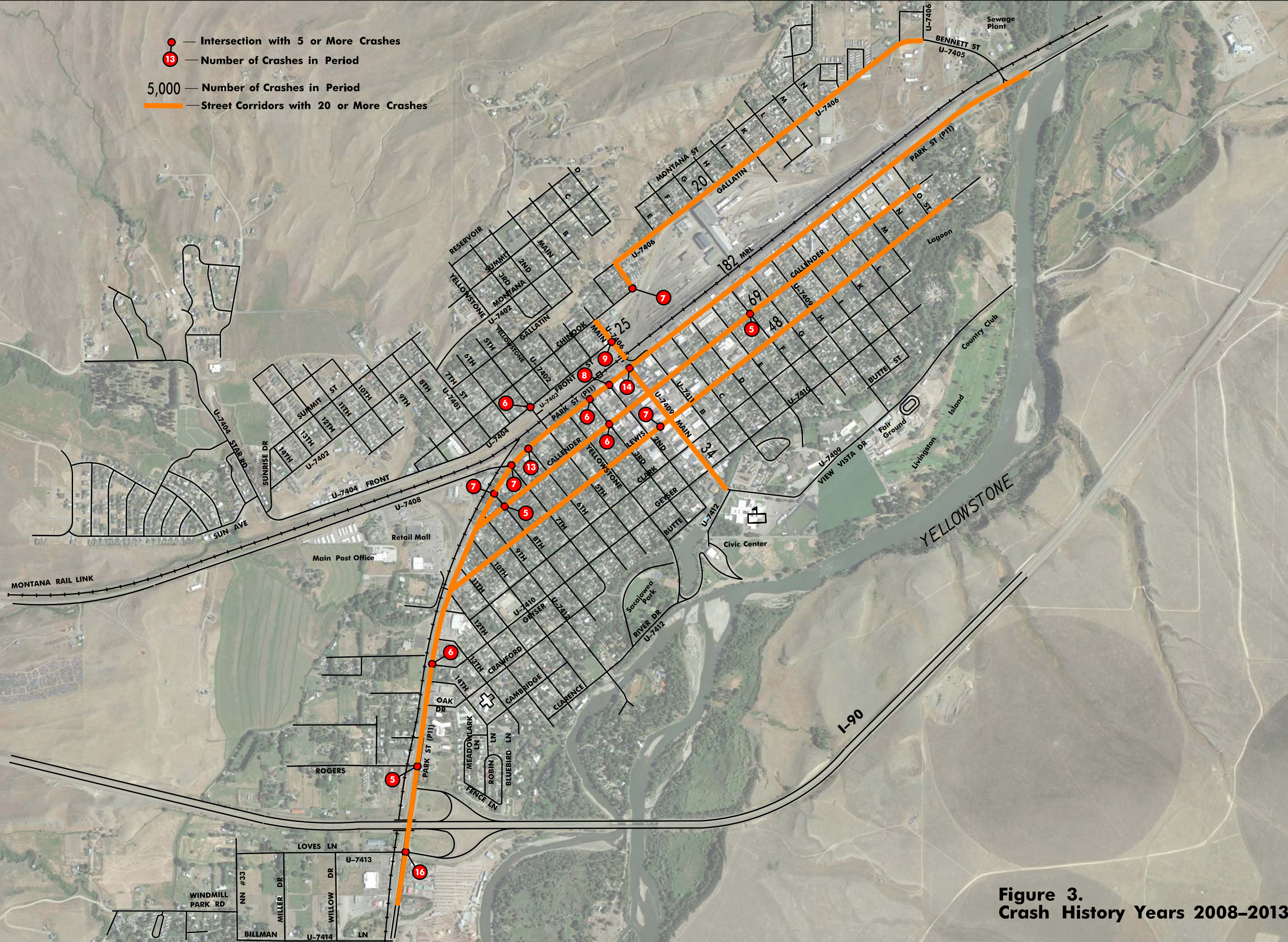
## Crash Statistics

MDT Traffic Safety Section provided crash statistics for all Urban System Routes in Livingston for a five-year period between 2008 and 2013. The City of Livingston began using a separate crash reporting system in 2014 that was not compatible with the MDT system, so they were unable to provide data for years 2014 thru 2016. The City of Livingston provided crash data for the missing years, but that data did not provide the same level of detail as the MDT system data. Therefore, the city data was only used to determine if trends in the number of crashes at critical locations continued in the following three-year period.

There were approximately 640 crashes on the Livingston street system during the five-year reporting period. A number of data sorts were performed in order to categorize the data for statistical purposes and the following narratives and tables represent the crash analysis results. Figure 3 illustrates the location of intersections and street corridors that have higher than average crash rates.



- — Intersection with 5 or More Crashes
- 13 — Number of Crashes in Period
- 5,000 — Number of Crashes in Period
- Street Corridors with 20 or More Crashes



**Figure 3.**  
**Crash History Years 2008-2013**

## Intersection Crashes

All junction related crash data was sorted by intersection location. It was determined that intersections with at least one crash per year (five crashes during the reporting period) would provide a representative sample of intersections with a persistent crash history. Table 2 presents the crash experience of 17 intersections that have had 5 or more crash in the five-year reporting period. The crash and severity rates were calculated for each of the intersections based on the AADT volumes entering each intersection. Average number of crash for all intersections was calculated to be 7.82 while the average crash rate for all intersections was 0.92 crashes per million vehicles entering.

Table 2. Intersections with Five or More Crashes 2008 thru 2013

Intersection	# Crashes	AADT		Crashes/mve		Severity	
		Entering	mve	Rate	Rank	Possible Inj	Rate
Callander Street & F Street	5	800	1.46	3.42	1	0	0.00
Lewis & Alley Between 2nd & Main	7	1600	2.92	2.40	2	0	0.00
Callander Street & S 8th Street	5	1500	2.74	1.83	3	1	0.37
N Main Street & Front Street	9	3400	6.21	1.45	4	0	0.00
C Street & Chinook Street	7	3380	6.17	1.13	5	0	0.00
Callander Street & S 3rd Street	6	3500	6.39	0.94	6	0	0.00
Park Street & Main Street	14	11650	21.26	0.66	7	0	0.00
Callender Street & Main Street	6	5000	9.13	0.66	8	0	0.00
Park Street & Loves Lane	16	15500	28.29	0.57	9	4	0.14
Park Street & 5th Street	13	14150	25.82	0.50	10	3	0.12
Park Street & 2nd Street	8	11650	21.26	0.38	11	1	0.05
Park Street & 8th Street	7	11510	21.01	0.33	12	2	0.10
5th Street & Front Street	6	10360	18.91	0.32	13	1	0.05
Park Street & 3rd Street	6	11680	21.32	0.28	14	2	0.09
Park Street & W Park (7th Street)	7	14100	25.73	0.27	15	1	0.04
Park Street & Geyser Street	6	13700	25.00	0.24	16	0	0.00
Park Street & Rogers Lane	5	13690	24.98	0.20	17	1	0.04
Average of Intersections =	7.82	8657	15.80	0.92		0.94	0.06

Fortunately, there were not a lot of injury accidents at any of the intersections so the average severity rate was very low. The intersections in Table 2 were ranked by crash rate and it was determined that 6 intersections had crash rates higher than the average. Those intersections were evaluated further as potential improvement locations.

Table 3 provides specific crash statistics associated with the six highest ranked intersections. There were 39 crashes at the six intersections. Forty-one percent of the crashes were angle crashes while 33% were rear-end crashes. Only 44% of the crashes were on dry roads with 22% occurring on snow cover streets and 25% on icy streets. Very few crashes occurred during hours of darkness.

Table 3. Highest Ranked Intersections - Crash Statistics

Intersection	Number of Crashes by Type				Weather Conditions			Road Conditions				Light Conditions		
	Angle	Rear-end	Sideswipe	Left-turn	Clear	Cloudy	Snow	Dry	Wet	Snow	Ice	Day	Dusk	Dark
Callander Street & F Street	3	0	1	1	4	0	1	1	1	1	2	5	0	0
Lewis & Alley Between 2nd & Main	1	4	2	0	5	2	0	5	0	1	1	6	1	0
Callander Street & S 8th Street	4	1	0	0	3	1	1	3	0	2	0	4	1	0
N Main Street & Front Street	2	5	1	1	1	5	0	3	0	1	2	5	1	0
C Street & Chinook Street	5	0	2	0	1	0	6	0	0	2	5	5	1	1
Callander Street & S 3rd Street	1	3	2	0	5	0	1	4	1	1	0	5	0	1
Totals =	16	13	8	2	19	8	9	16	2	8	10	30	4	2
Percentages =	41%	33%	21%	5%	53%	22%	25%	44%	6%	22%	28%	83%	11%	6%

### Street Corridor Crashes

All crash data was sorted by street corridors. Approximately 40 corridors had crash records. All but six of the corridors had less than 20 crashes in the reporting period. Table 2 presents the crash experience on the six corridors with more than 20 crashes. The crash rates were calculated for each of the corridors based on the average AADT volumes on each corridor and the length of the corridor.

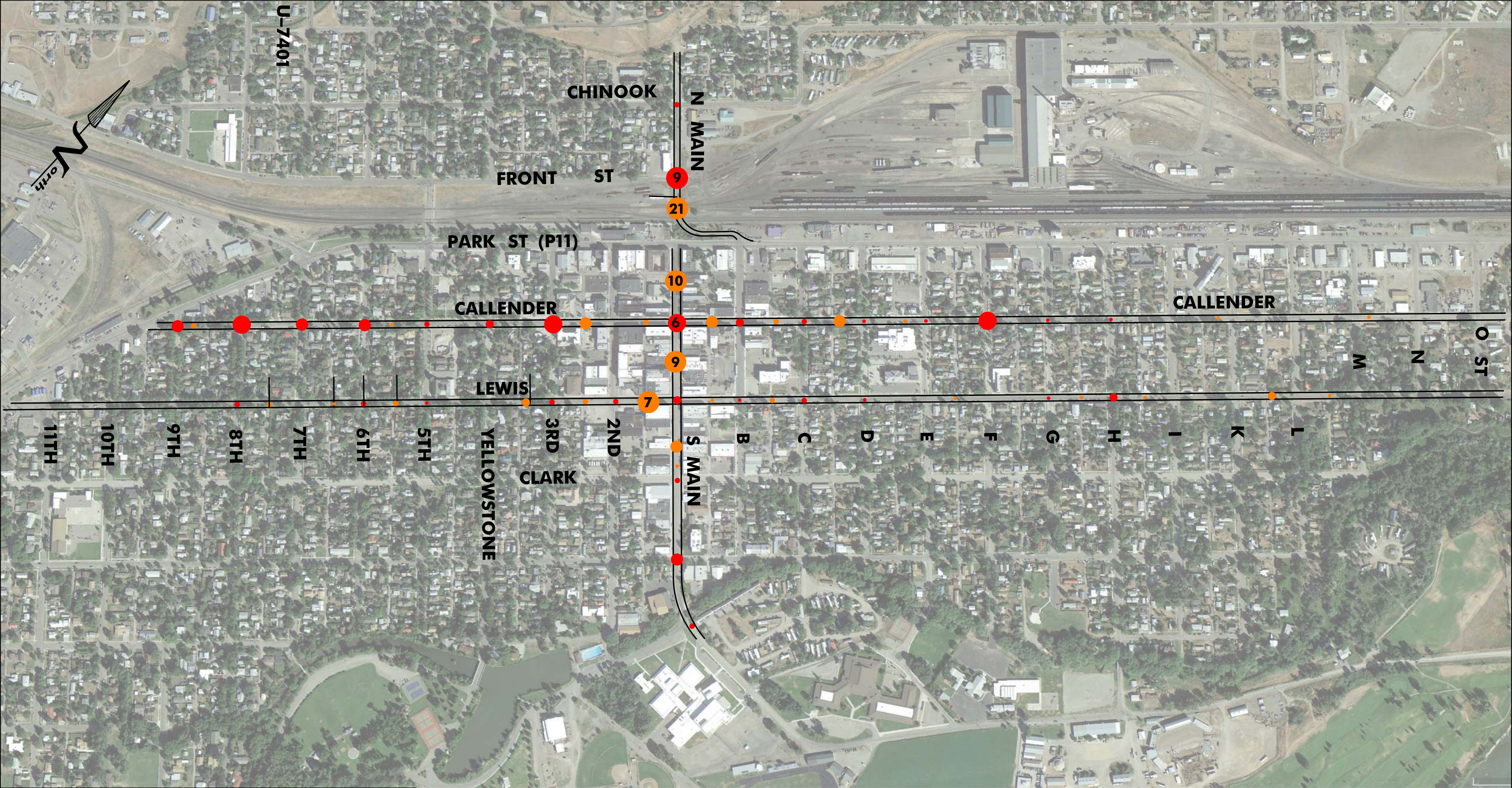


Table 4. Corridor Crashes 2008 to 2013

Corridor Name	No. Crashes	Average Per Year	Length Miles	Average AADT	Crash Rate/mvm
Callender Street	67	13.40	1.60	1300	17.65
S Main	35	7.00	0.50	2200	17.43
N Main Street	29	5.80	0.35	3500	12.97
Lewis Street	47	9.40	1.80	1600	8.94
Park Street	182	36.40	3.55	11450	2.45
Gallatin Street	20	4.00	1.40	3500	2.24

It can be seen in Table 2 that the number of crashes per million vehicle miles of travel for the first four corridors are significantly higher than the last two corridors. Thus, four street corridors were evaluated further for potential improvements. Figure 4 illustrates the crash locations and number of crashes at each location along each of the four corridor within this study.

An inventory of physical conditions was completed on each of the corridors to determine traffic controls and operational issues that could be involved in the crash history experience on those corridors. Appendix F contains a summary of physical and traffic control conditions noted at crash locations along all four corridors.



**Figure 4.**  
**Top Four Corridor**  
**Crash Rates**  
**Location Map**

## FUTURE OPERATIONS 2027

### Traffic Projections

Future traffic projections can be determined in a number of ways. In the original transportation study a computer model was developed to determine traffic increases based on anticipated land development and population growth. Prior to updating the model, it was decided to examine the overall level of population growth that has occurred since the year 2000. In examining official census data, it was determined that population has been stagnant. Within the City of Livingston, the 2000 census listed a population of 7,089 while in the year 2015 the estimate population was 7,302 or approximately 3% growth. During that same period, Park County went from a population of 15,694 to a population of 15,586, which resulted in negative growth of 0.6%.

Since traffic growth can have other influences other than population, especially in a region with a robust tourist industry, a comparison of traffic volumes on the street system was made to determine if traffic growth factors were similar to population growth. Table 5 provides a summary of historic traffic volumes on 20 different street segments between 2001 and 2015. Traffic volumes were extracted from the MDT “Traffic by Section Reports”. It can be seen that some street had traffic volume increases while other streets saw decreased volumes. Overall, there appears to have been a 25% increases in traffic on the Livingston street system. The calculated annual growth is 1.6% per year. At that annual growth rate, year 2027 traffic would be 17% greater than 2017 traffic and the year 2037 traffic would be 37% higher. Because of the flat population growth and unknown elements of the tourist industry along with other economic factors, extending traffic projections beyond the 20-year level would probably not produce meaningful information for long term improvements. Thus, the 10-year growth factor would be appropriate for the scope of this project. Appendix C contains the resultant year 2027 traffic projections at all intersections along with AADT volumes of the Livingston street system.

Table 5. Livingston Urban Streets - Historic Traffic Volumes\*

<i>* MDT Traffic by Section Reports</i>	2001	2003	2011	2012	2015	Difference 2001-2015	Percent Change
<b>Park Street (P-11)</b>							
S of Loves Lane	8015	10503	12580	15760	13460	5445	40%
N of I-90	10237	11771	12930	13060	11610	1373	12%
W of 7th	9560	10251	11960	12080	13030	3470	27%
W of 5th	4305	4765	5690	6040	5210	905	17%
W of Bennett	2560	3830	2030	2080	2315	-245	-11%
<b>5th Street (U-7403)</b>							
Park to Front	4830	5790	7750	9640	12090	7260	60%
<b>Front Street (U7404)</b>							
E of 5th	1200	1200	1300	1450	1370	170	12%
W of 5th	3000	3095	3380	3550	3690	690	19%
<b>Bennett (U-7405)</b>							
N of Park	2610	3190	2630	3290	2480	-130	-5%
<b>Gallatin (U-7406)</b>							
Park to Front	4050	4260	3810	4150	4080	30	1%
N of Front	3000	3095	3380	3350	3530	530	15%
W of Bennett	1340	1680	1250	1450	980	-360	-37%
<b>Rogers Lane (U-7407)</b>							
W of Park	530	320	470	470	560	30	5%
<b>West Park (U-7408)</b>							
W of Park	3195	3665	4650	4750	4940	1745	35%
<b>Main St (U-7409)</b>							
S of Park	2770	2770	2590	3470	2340	-430	-18%
N of Geyser	1054	1094	1190	980	1080	26	2%
<b>Geyser (U-7410)</b>							
9th to Main	2400	2410	2090	2030	2720	320	12%
Main to H	1210	1290	1140	1120	1260	50	4%
<b>B Street (U-7411)</b>							
S of Park	2050	1970	2810	2790	3200	1150	36%
<b>9th Street (U-7412)</b>							
S of Park	811	811	780	1270	1200	389	32%
<b>Totals =</b>	<b>68727</b>	<b>77760</b>	<b>84410</b>	<b>92780</b>	<b>91145</b>	<b>22418</b>	<b>25%</b>

*Calculated Overall Annual Growth = 1.6%*

## Capacity

Table 6 presents capacity analysis results for future traffic projections. Capacity calculations can be found in Appendix E of this report. All of the intersections and all of the approaches would operate at LOS “C” except for the westbound approaches at the intersections Park Street and I-90 WB Ramps and the Front Street and 5<sup>th</sup> Street intersection, which would operate at LOS “F” and “E” respectively.

Table 6. Year 2027 Average Design Hour Intersection Capacity Summary

Intersection	Rank by Delay	Eastbound		Westbound		Northbound		Southbound		Intersection	
		Delay (s/v)	LOS	Delay (s/v)	LOS	Delay (s/v)	LOS	Delay (s/v)	LOS	Delay (s/v)	LOS
Park St. & I-90 WB Ramps				155.4	F			12.0	B	169.0	F
Park St.& 7th St.	1	32.1	C	20.3	C	14.0	B	34.7	C	28.1	C
Park St. & B St.	2	15.0	B	30.9	C	30.2	C	28.9	C	24.0	C
Park St.& 5th St.	3	18.4	B	30.6	C	25.8	C	26.2	C	23.4	C
Park St.& Loves Lane	4	15.6	B	15.1	B	18.8	B	17.2	B	17.3	B
Front St. & 5th St.	5	13.2	B	35.9	E	8.2	A	7.8	A	12.6	B
Callander St. & B St.	6	7.6	A	7.4	A	14.2	B	11.9	B	11.4	B
Park St. & 6th St	7			10.2	B	19.7	C			11.1	B
Park St. & 2nd St.	8			9.4	A	20.4	C			10.9	B
Park St. & Main St.	9			9.0	A	20.7	C			10.7	B
Park St. & Rogers St.	10	21.2	C			9.5	A			10.3	B
Chinook St. & 5th St.	11	7.4	A	7.6	A	13.0	B	12.0	B	10.1	B
Callander St. & Main St.	12	10.3	B	10.1	B	10.3	B	9.5	B	9.9	A
Park St. & Geyser St.	13			16.6	C			8.7	A	9.7	A
Park St. & 8th St	14			14.9	B			9.0	A	9.5	A
Callander St. & 2nd St.	15	9.1	A	9.6	A	9.3	A	9.2	A	9.4	A
Chinook St. & Main St.	16	8.3	A	9.5	A	9.2	A	7.9	A	9.3	A
Park St. & Old Clyde Park	17	8.1	A					11.4	C	9.0	A
Clark St. & 5th St.	18	10.0	B	9.7	A	7.3	A	7.3	A	8.7	A
Front St. & Main St.	19	11.6	B			7.6	A			8.2	A
Sun Ave. & Star Road	20	8.6	A			7.4	A			7.7	A

Average Delay = 20.0

## IMPROVEMENT CONCEPTS

### Intersection Efficiency Improvements

Capacity calculations were performed for alternative concepts to improve efficiency of the Front Street and 5<sup>th</sup> Street intersection. The calculations can be found in Appendix F of this report and a summary of those calculation are presented in Table 7. The intersection of Front Street and 5<sup>th</sup> Street currently operates below a LOS “C” on the westbound approach with through traffic on 5<sup>th</sup> Street and stop signs on Front Street. The first improvement that could be considered would be changing the operation to an all-way stop condition. Table 7 indicates that the all-way stop would operate with all movements at LOS “C” or better. However, the maximum vehicle queue on the northbound approach would be approximately 7 vehicles. The separation between the intersection and the railroad tracks is only long enough to store 4 passenger vehicles. Thus, a safety problem would be created by using all-way stop control.

Table 7. Front Street & 5th Street Improvement Concepts Capacity

Intersection	MOE	EB		WB	NB	SB
<i>Movement Group</i>		<i>TR</i>	<i>R</i>	<i>LT</i>	<i>L</i>	<i>L</i>
<i>NB Left Turn Lane &amp; EB Right Turn Lane Stop Control on Front Street Peak PM Hour</i>	<i>Control Delay (s/veh)</i>	25.7	10.1	33.7	8.2	7.8
	<i>LOS</i>	D	B	D	A	A
	<i>V/C Ratio</i>	0.10	0.18	0.45	0.19	0.00
	<i>Queue Length (95%)</i>	1	1	3	1	0
<i>Movement Group</i>		<i>LTR</i>		<i>LTR</i>	<i>LTR</i>	<i>LTR</i>
<i>All-way Stop Control Existing Geometry Peak PM Hour</i>	<i>Control Delay (s/veh)</i>	10.6		10.5	23.1	11.0
	<i>LOS</i>	B		B	C	B
	<i>V/C Ratio</i>	0.26		0.18	0.77	0.33
	<i>Queue Length (95%)</i>	2		1	8	2
<i>Movement Group</i>		<i>LTR</i>		<i>LTR</i>	<i>LTR</i>	<i>LTR</i>
<i>All-way Stop Control Existing Geometry Peak AM Hour</i>	<i>Control Delay (s/veh)</i>	11.2		9.7	11.1	13.3
	<i>LOS</i>	B		A	B	B
	<i>V/C Ratio</i>	0.39		0.13	0.33	0.50
	<i>Queue Length (95%)</i>	2		1	2	3
<i>Movement Group</i>		<i>LTR</i>		<i>LTR</i>	<i>LTR</i>	<i>LTR</i>
<i>NB Left Turn Lane &amp; EB Right Turn Lane All-way Stop Control Peak PM Hour</i>	<i>Control Delay (s/veh)</i>	9.8		9.0	11.9	9.2
	<i>LOS</i>	A		A	B	A
	<i>V/C Ratio</i>	0.22		0.14	0.42	0.22
	<i>Queue Length (95%)</i>	1		1	3	1

An alternative would involve adding traffic lanes for the highest volume movements in the am and pm hours (westbound right turns and northbound left turns) while keeping stop

control on Front Street. Table 7 indicates that both the eastbound and westbound approach would operate at LOS “D”. Thus, the overall delay would not be improved.

It was determined that the combination of the additional turn lanes and the all-way stop control would result in significant efficiency improvements. Table 7 indicates that this concept would result in all movements being at LOS “B” or better and the maximum queue on the northbound approach would be 3 vehicles.

Because of the railroad tracks between Front Street and Park Street on N 5<sup>th</sup> Street, there is an overlap with safety and efficiency which involves operations at the Park Street and 5<sup>th</sup> Street Intersection. Table 8 presents capacity calculations for am and pm hour conditions (see Appendix F). It can be seen that during the am hour there would be a maximum queue of 10 vehicles in the southbound lanes, which is substantially more than the 4 vehicle storage available, south of the tracks. A concept that would add a southbound right turn lane on 5<sup>th</sup> Street at the signalized intersection was investigated. It was determined that the added lane would substantially improve overall operations of the intersection in the am and pm hour and would also reduce the maximum southbound queue to 7 vehicles during the peak am hour. Figure 5 on the following page illustrates the associated concept improvements for both Park Street and Front Street intersections with N 5<sup>th</sup> Street.

Table 8. Park Street & 5th Street Improvement Concepts Capacity

Intersection	MOE	EB	WB	NB	SB
<i>Movement Group</i>		<i>L TR</i>	<i>L TR</i>	<i>LTR</i>	<i>LTR</i>
<b>Year 2027 Peak AM Hour Existing Controls</b>	<i>Control Delay (s/veh)</i>	17.9 21.5	22.8 34.6	14.0	26.2
	<i>LOS</i>	B C	C C	B	C
	<i>V/C Ratio</i>	0.30 0.54	0.01 0.67	0.09	0.79
	<i>Queue Length (95%)</i>	5 8	0 7	1	10
<i>Movement Group</i>		<i>L TR</i>	<i>L TR</i>	<i>LTR</i>	<i>LT R</i>
<b>Year 2027 Peak AM Hour With SB Right Turn Lane Operations</b>	<i>Control Delay (s/veh)</i>	9.6 11.4	16.3 23.3	19.7	25.9 10.4
	<i>LOS</i>	A B	B C	B	C B
	<i>V/C Ratio</i>	0.20 0.43	0.01 0.54	0.13	0.64 0.16
	<i>Queue Length (95%)</i>	4 7	0 6	2	7 3
<i>Movement Group</i>		<i>L TR</i>	<i>L TR</i>	<i>LTR</i>	<i>LT R</i>
<b>Year 2027 Peak PM Hour With SB Right Turn Lane Operations</b>	<i>Control Delay (s/veh)</i>	25.6 15.3	17.3 31.5	22.0	20.6 10.1
	<i>LOS</i>	C B	B C	C	C B
	<i>V/C Ratio</i>	0.77 0.65	0.07 0.78	0.42	0.25 0.11
	<i>Queue Length (95%)</i>	8 10	1 10	4	2 2

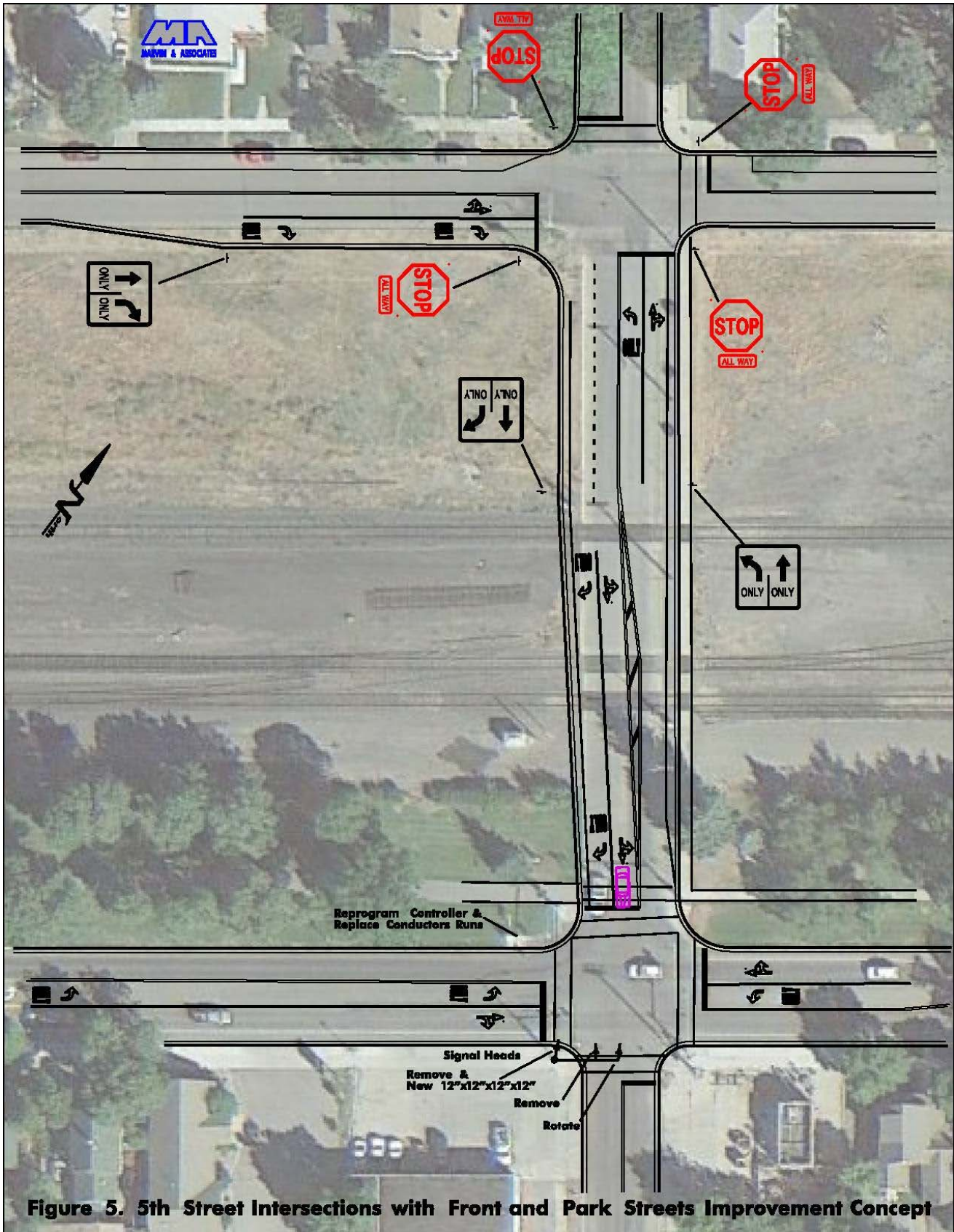


Figure 5. 5th Street Intersections with Front and Park Streets Improvement Concept



## Intersection Safety Improvements

### *Callender & F Street*

The intersection of F Street and Callender Street is currently uncontrolled. There were 5 crashes in the reporting period and 3 of them were angle crashes. Callender Street and F Street are relatively equal in terms of traffic volumes, but Callender Street has more extended continuity through the urban area. There are line-of-sight restrictions at the intersection, especially in the northwest corner where there are over-grown trees in the corner. Figure 6 illustrates the recommended safety improvements for this intersection. Stop control should be implemented on F Street and no parking signs should be installed on Callender Street to ensure that vehicles do not block sight distance for stopped vehicles. All trees and shrubbery should be trimmed to ensure clear sight lines on all approaches.



### ***Lewis & Alley Between 2nd & Main Streets***

There were 7 crashes recorded at the alley intersection with Lewis Street. Four of the crashes were rear-end crashes, 2 sideswipe crashes, and one angle crash. The one-way alley (northbound) has minimal traffic demand and because it is a one-way movement, there are very few conflicting movements. The visual inventory indicated that there are no permanent sight restrictions to vehicles on the alley approach for eastbound traffic on Lewis Street. A building in the southeast corner of the intersection presents some line of sight restrictions, but a vehicle entering Lewis Avenue should be able to see oncoming westbound traffic from a stopped position. It appears that there are small buses that park on the south side of Lewis near the alley, which severely limits sight distance (see photo).

The bus pictured at right is parked within a signed no parking zone, so it appears that parking enforcement needs to be increased. Also, the no parking zone length needs to be reviewed. Calculations for line of sight at this location indicates that the no parking zone should be at least 50' from the edge of the alley.

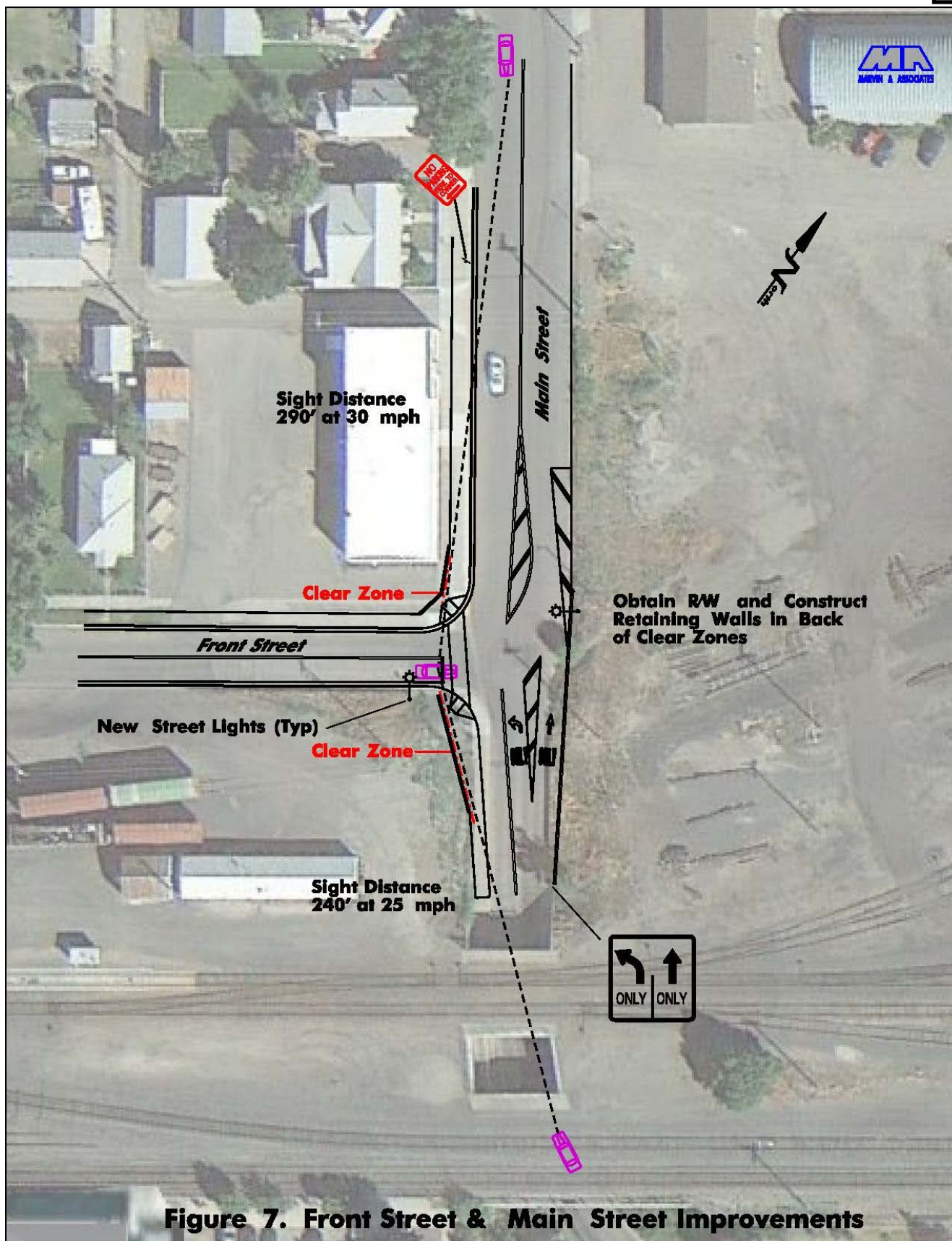


***Callender & 8th Street***

There were 5 crashes reported at the intersection of Callender Street and 8<sup>th</sup> Street. Four of the 5 crashes were angle crashes while the remaining incident was a rear-end crash. Currently, 8<sup>th</sup> Street is stop controlled. The visual inventory indicated that there are two conditions that contribute to the crash experience. The first is related to vegetation in the corners. There are overgrown trees in the northwest corner that restrict southbound traffic's line of sight to the stop sign and to the west when drivers are at the stop sign. The second condition involves cars parked too close to the intersection. It is recommended that over-grown trees be trimmed and curbs painted to delineate no parking zones according to the Montana Motor Vehicle Code.

***N Main & Front Street***

There were 9 crashes at the intersection of N Main Street and Front Street. There were only 2 angle crashes, 1 sideswipe, and 1 left-turn crash while 5 of the crashes were rear-end crashes. Rear-end crashes are not typically predominant at stop controlled intersections, especially at "T- intersections". When they do occur at T-intersections, it is usually due to limited sight distance or diverted attention. The crash data that was provided did not indicate whether the rear-end crashes occurred on Front Street or on Main Street. If they occurred on Front Street, the visual inventory indicated that there are critical sight distance restrictions in both the northwest and southwest corners of the intersection due to high berms in the corners. If the rear-end crashes occurred on Main Street, the likely cause would be the combination of a sharp horizontal curve in the underpass, prior to the intersection, and speeds too fast for conditions. Figure 7 illustrates recommendations to improve sight distance and provide a left-turn lane for northbound vehicles. Cutting the vertical obstructions down and installing retaining walls out of the clear sight zone would be essential. Because of tight geometrics the left-turn bay would be atypical. An alternative to this concept would be a mini roundabout, which would require more right-of-way and vertical grades may create maintenance concerns.

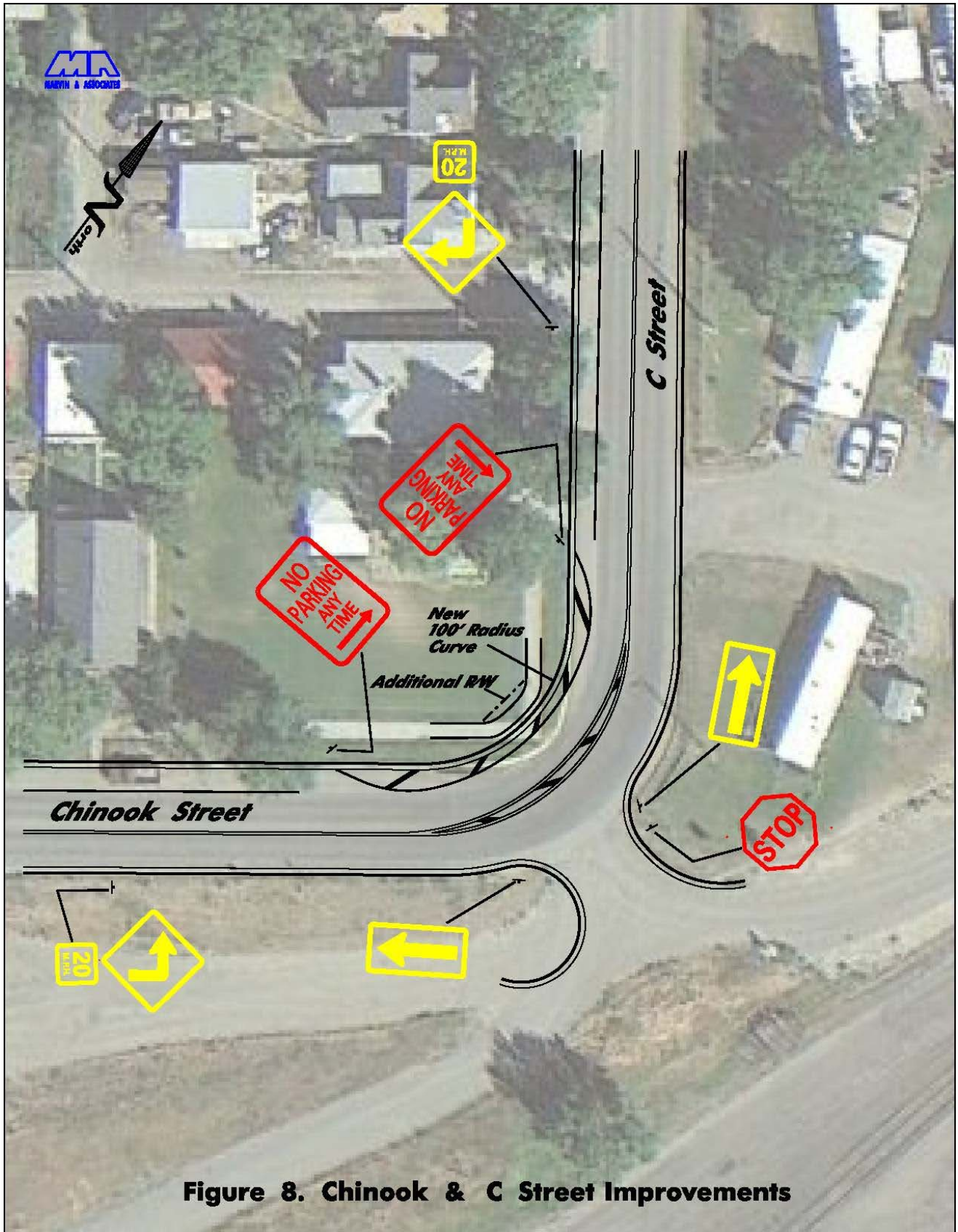


**Figure 7. Front Street & Main Street Improvements**

### ***C Street & Chinook Street***

There were 7 crashes at the intersection of C Street and Chinook Street. Five of the crashes were angle crashes while the remaining crashes were sideswipe crashes. Figure 8 shows the recommended improvements at this intersection and also illustrates the unusual intersection configuration, which is actually a 90-degree curve in the Chinook – C street alignment. An uncontrolled gravel approach enters the curve from the south, which may be a causation factor for the angle crashes.

Several different improvement concepts were evaluated and the improvements shown in Figure 8 were considered to be the most economically viable. Reconstructing the curve by using a 100' curb radius in the northwest corner would allow for operations of a 20 mph curve without needing to super-elevated the roadway. Discouraging left-turn movements into and out of the gravel access by using a painted island would minimize intersection conflicts. A curbed section on the gravel approach would restrict off-angle entries and departures to and from the gravel approach. Curve signing and parking restrictions would command attention to the unusual geometry encountered at this location. A minor amount of new right-of-way would be required along with cooperation from adjacent land owners in order to implement these improvements.



**Figure 8. Chinook & C Street Improvements**

***Callender & 3<sup>rd</sup> Street***

There were 6 crashes at the intersection of Callender Street and 3<sup>rd</sup> Street. Only 1 crash was an angle crash while 3 were rear-end crashes and 2 were sideswipe crashes. The intersection is currently uncontrolled. There is a bulb-out curb section on the east side of the intersection and a marked cross walk on that side of Callender Street. Buildings located in the southeast corner and northwest corners of the intersection inhibit sight distance for approach traffic. It is assumed that the resulting rear-end and sideswipe crashes may be related to crosswalk operations when following cars do not see a pedestrian and leading cars stop.

Figure 9 illustrates recommended improvements at this intersection. Since Callender Street has substantially more traffic than 3<sup>rd</sup> Street, Callender should be the through street and 3<sup>rd</sup> Street should be stop controlled. Parked cars on the west side of the intersection tend to park too close to the intersection and no parking signs should be installed to provide adequate lines of sight for the stop controlled operation. Crosswalk warning signs should be installed in advance and at the crosswalk as shown in Figure 9. This would help to alert drivers that a stop condition could occur on Callender Street.



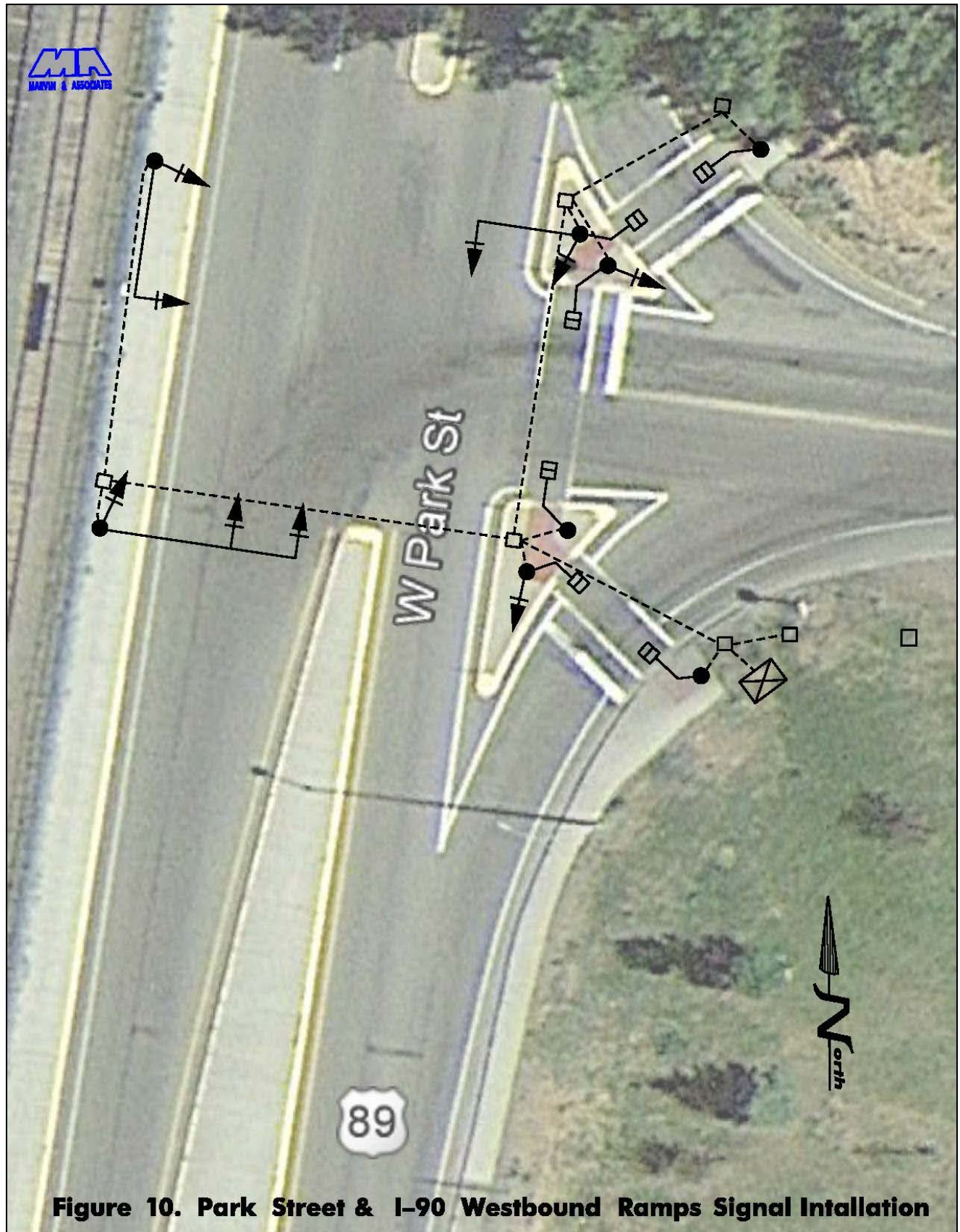
**Figure 9. Callender & 3rd Street Improvements**



### **Park Street & I-90 Westbound Ramps**

This intersection was not included in the initial traffic counts and intersection study, but was counted in July of 2017 subsequent to a review meeting with City of Livingston staff. The "T" intersection has raised medians and traffic islands that provide a southbound left-turn bay and short right-turn departure islands for northbound and westbound traffic. Predominant movements at the intersection involve through traffic on Park Street and the northbound right-turn movement from Park Street to westbound I-90. While the westbound left-turn movement from the I-90 westbound exit ramp to southbound Park Street is rather minor in comparison, the continuous flow of traffic and variable vehicle speeds on Park Street creates long delays. Vehicle queues from three to five vehicles are common during most hours of the day. There were 5 crashes at the intersection of Park Street and I-90 Westbound Ramps in the 5 year reporting period, with only one angle type crash.

A preliminary traffic signal warrant study evaluation was performed based on peak hour counts and ADT estimates applied to typical hourly traffic variations at adjacent facilities (see Appendix H). It was determined that 2 of the 9 signal warrants would be met at this intersection: Warrant #1 "Eight Hour Traffic Volumes" Condition B and Warrant # 8 "Roadway Network". Based on the preliminary warrant evaluation the recommended improvement at this intersection would involve installation of a traffic signal. Figure 10 illustrates the preliminary layout for traffic signal construction that would be required. Because of the small area right turn islands westbound and northbound right-turn movements would need to be signalized to accommodate pedestrian movements along the eastside of Park Street. Alternatives to this concept would include geometric modifications to develop westbound and northbound right-turn lanes and eliminate the right-turn islands to improve pedestrian safety. Capacity calculations for the year 2017 indicate that the signalized intersection would operate at a LOS "B" in the year 2027 reducing delay for the westbound movement by 195 seconds per vehicle.



**Figure 10. Park Street & I-90 Westbound Ramps Signal Intallation**

## Corridor Safety Improvements

### *Callender Street*

Callender Street extends from Park Street west of 9<sup>th</sup> Street to a point east of O Street and runs parallel and adjacent to Park Street, which is the major arterial route through Livingston. Since Park Street is a two lane street from 5<sup>th</sup> Street to the east and carries in excess of 10,000 AADT, short segments of Callender Street tend to carry some overflow traffic from Park Street. Even though Callender Street is a local street its continuity allows it to function as a quasi-collector street. For that reason, it would be desirable to designate Callender Street as a through-street from Park Street to 2<sup>nd</sup> Street and from B Street to H street similar to Lewis Avenue. This would necessitate installing stop signs at several intersections that are currently uncontrolled.

The visual inventory of Callender Street indicates that there are numerous sight distance concerns along the entire length of Callender Street created by overgrown trees, hedges, buildings, and park cars. To improve safety on Callender Street it would be necessary to implement the following improvements:

- Create a maintenance program to check for sight obstructions and to trim trees and other vegetation within the right-of-way at least once per year and notify adjacent land owners of encroachments into clear vision zones.
- Check existing no-parking zones at intersections and alleys to make sure that they meet the minimum distance required in the Montana Motor Vehicle Code.
- Paint curbs yellow within the no-parking zones at all intersections and install signs in critical areas.

***Lewis Street***

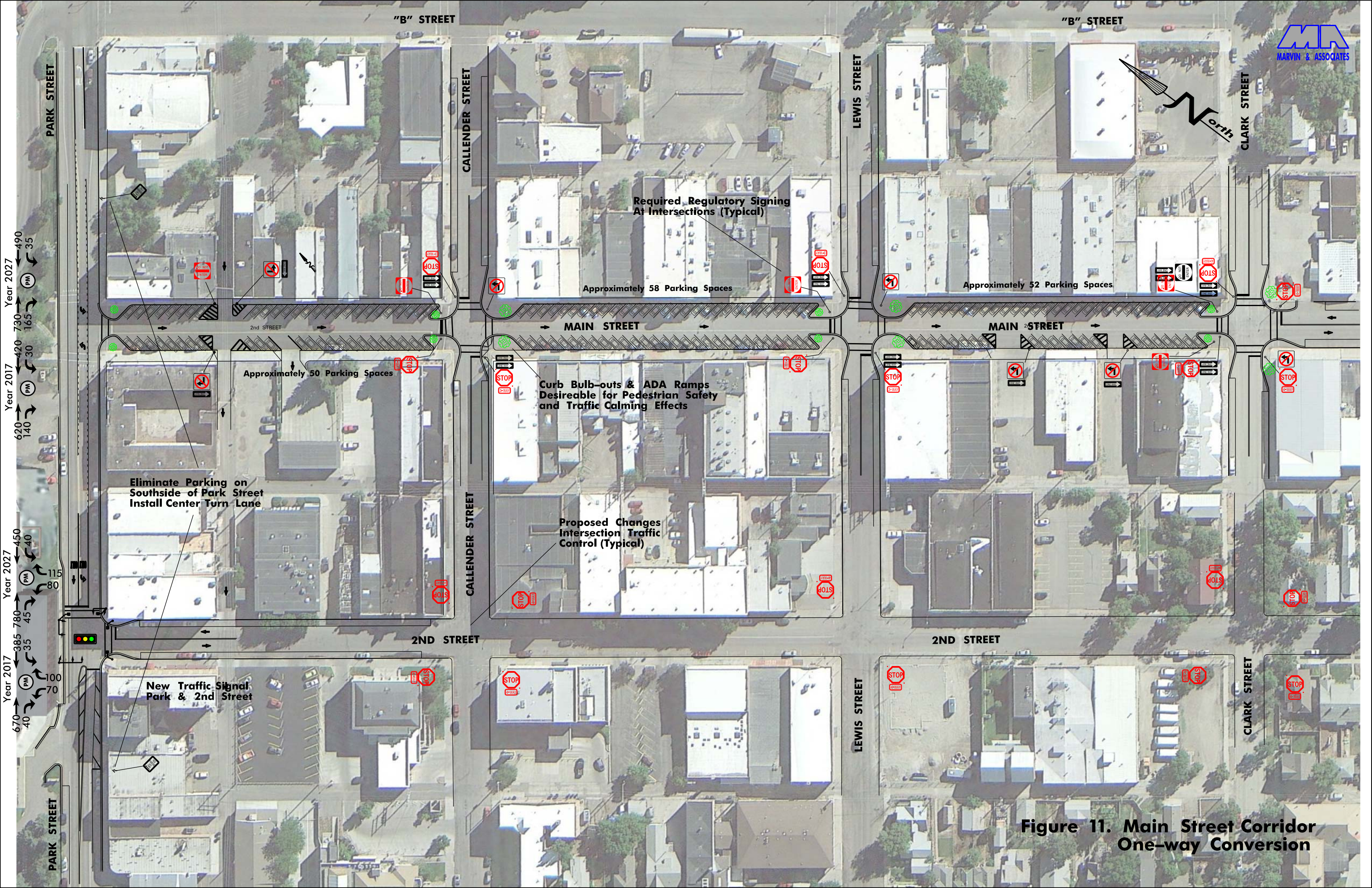
The Lewis Street corridor is similar to Callender Street except that Lewis is already designated as a through Street except in the central city core, where 4-way stop control is used. The same safety recommendations as Callender Street would apply to Lewis Street.

***N. Main Street***

The N Main corridor is a very short section of street with most of the crashes occurring at the intersections with Park Street and Front Street. Non-junction related crashes have occurred within the difficult geometry encountered in the underpass area. Some short term improvements, as recommended in the original year 2000 study, could be implemented at the intersection with Park Street and B Street, but any improvements to the underpass would be quite expensive and would be considered as a long-term improvement project.

***S. Main Street***

The majority of crashes on S Main Street are related to mid-block collisions related to angle parking. This trend has continued since the original year 2000 transportation study. It appeared that the original recommendations would still apply, which would convert 2<sup>nd</sup> Street and Main Street to one-way operations between Park and Callender. In discussions with City of Livingston staff another alternative emerged which was evaluated within this study. The alternative involved converting Main Street to single-lane one-way southbound traffic from Park Street to Clark Street and installing a traffic signal at the intersection of Park Street and 2<sup>nd</sup> Street to accommodate increased northbound traffic at that intersection. Figure 11 illustrates a detailed layout of the one-way conversion alternative concept.



**Figure 11. Main Street Corridor One-way Conversion**

One-way conversion on Main Street would accommodate approximately 160 45-degree angle parking spaces by using a single traffic lane and parking on both sides of the street. The center lane would be approximately 20' wide within a 55' street width and could accommodate shared bicycle operations. Curb bulb-outs are shown in Figure 11 to enhance safety at intersections by shortening pedestrian crossings, allowing visibility to and from pedestrians at the curb face, physical restricting parking near intersections.

The traffic signal at Park Street and 2<sup>nd</sup> Street would provide a signal controlled pedestrian crossing of Park Street at a location with heavy pedestrian demand. A continuous left turn lane would be recommended from 2<sup>nd</sup> Street to B Street to accommodate left turn movements at both Main Street and 2<sup>nd</sup> Street. A traffic distribution analysis was completed for this concept and Resulting peak pm traffic demand at both Park Street intersection for year 2017 and 2027 conditions are shown in Figure 11. A preliminary traffic signal warrant analysis for the intersection of Park Street and 2<sup>nd</sup> Street was completed (see Appendix H) and it was determined that three of the nine warrants would be met with additional northbound traffic added to 2<sup>nd</sup> Street: Warrant #1 - "Eight Hour Volumes", Warrant #2 – "Four Hour Volumes" and, Warrant #3 – "Peak Hour Volumes".

Capacity calculations for the intersection of Park Street and 2<sup>nd</sup> Street with existing volumes plus additional northbound traffic indicate that the northbound approach would operate at LOS "E" based on existing geometry. Capacity calculations associated with the signal, as indicated in Figure 11, would result in an overall LOS B (see Appendix F).

Figure 11 also indicates that traffic control changes at 2<sup>nd</sup> Street intersections with Callender Street, Lewis Street, and Clark Street would be required based on redirected traffic associated with one-way operations on Main Street. It would appear that overall operations in the downtown area could result from implementation of this concept.

## COST ESTIMATES

Cost estimates were prepared for the concept intersection and corridor improvement projects recommended within this report using the latest unit process data available (see Appendix I). Table 9 presents a summary of the individual projects construction costs, right-of-way costs, engineering design and construction services, and miscellaneous legal and administrated costs. The estimates are based on assumptions of average conditions without the benefit of surveys, base mapping, utility locations, and other unknown factors that could substantially affect engineering and construction costs. Therefore, project costs in Table 9 should be considered a mid-range estimate of actual cost in 2017 dollars. A wide range of Montana Department of Transportation (MDT) and local funding sources could be used for these projects.

**Table 9. Intersection & Corridor Improvement Project Costs**

<b>Project Description</b>	<b>Construction</b>	<b>R/W</b>	<b>Engineering Services</b>	<b>Legal &amp; Admin.</b>	<b>Total Project</b>
Main Street One-way Conversion, Angle Parking, 2nd & Park Signal	\$ 859,700.00	\$ -	\$ 171,900.00	\$42,985.00	\$1,074,585.00
Park Street & I-90 Westbound Traffic Signal Installation	\$ 346,000.00	\$ -	\$ 69,200.00	\$17,300.00	\$ 432,500.00
5th Street Reconstruction Front Street to Park Street	\$ 194,200.00	\$ 28,000.00	\$ 46,600.00	\$ 9,710.00	\$ 278,510.00
Front Street & Main Street Retaining Walls & Turn Lane	\$ 207,600.00	\$ 9,000.00	\$ 49,800.00	\$10,380.00	\$ 276,780.00
Chinook Street & C Street Intersection Realignment	\$ 36,600.00	\$ 9,000.00	\$ 9,500.00	\$ 1,830.00	\$ 56,930.00
Callender & 3rd Street Traffic Control Improvements	\$ 8,900.00	\$ -	\$ 1,800.00	\$ 445.00	\$ 11,145.00
Callender & F Street Traffic Control Change	\$ 4,800.00	\$ -	\$ 1,000.00	\$ 240.00	\$ 6,040.00
<b>PROJECT TOTALS =</b>	<b>\$ 1,657,800.00</b>	<b>\$ 46,000.00</b>	<b>\$ 349,800.00</b>	<b>\$82,890.00</b>	<b>\$2,136,490.00</b>

## BICYCLE & PEDESTRIAN FACILITIES

The year 2000 Livingston Transportation Study presented a plan structure for key bicycle routes within the City of Livingston based on connectivity to the existing path located on the north side of Park Street. Since that time, no additional bicycle facilities have been constructed. In reviewing the proposed bike/ped system structure, it appears that the paths and routes would still be viable as the key structure from which a future system can be developed. Subsequent to the year 2000, bicycle and pedestrian facility design has evolved dramatically and facility types have expanded beyond bike/pedestrian paths completely separated from motorized vehicles. Thus, the following narratives attempt to describe the types of bike facilities that could be incorporated in Livingston.

### **Bike Lanes**

Bicycle (bike) lanes are on-street facilities that generally consist of an allocated portion of the roadway surface delineated by longitudinal striping, in-lane pavement markings and roadside signs that all serve to dedicate that space for exclusive use by bicyclists.

There are four common types of modern bike lanes: 1) conventional; 2) buffered; 3) contra-flow; and 4) left-side. Conventional bike lanes are located adjacent to vehicle travel lanes and flow in the same direction as adjacent traffic. They are generally located on the right side of a street. Conventional bike lanes may be installed directly adjacent to curb and gutter or there may be parking or auxiliary right-turn lanes to the outside of the facility.

Buffered bike lanes are similar to conventional bike lanes, but they are paired with a designated buffer space between the bike lane and the adjacent travel lane(s) and/or parking lane. The buffer space provides additional shy distance to aid in safety, comfort and the ability of bicyclists to pass each other without encroaching on an adjacent travel



or parking lane. The buffer or buffers can vary considerably in width depending upon overall availability of right-of-way.

A contra-flow bike lane is configured to promote bicycle travel in the opposite direction of adjacent vehicular traffic. They are often implemented along one-way streets for which bicycle routing is predominantly in the opposite direction. The intent is to reduce the occurrence of wrong-way riding and to decrease trip distance caused by out-of-direction travel for bicyclists.

Left-side bike lanes are conventional bike lanes that are located on the left side of a one-way or two-way, median-divided street. They are advantageous along streets with frequent parking turnover, heavy delivery activity or transit use on the right side of the street.

### **Cycle Tracks**

A cycle track is an exclusive bike facility that combines the user experience of a separated path with the on-street feel of a conventional bike lane. Cycle tracks differ from bike lanes in that they are physically separated from vehicular traffic lanes using a variety of barrier alternatives. They may allow for one-way or two-way bicycle travel, and they may be installed at street level, sidewalk level or at an intermediate level.

There are three common types of modern cycle tracks: 1) one-way protected; 2) raised; and 3) two-way. One-way protected cycle tracks are at street level and use a variety of methods for physical separation from adjacent vehicular traffic, including parking lanes, raised medians or bollards.

Raised cycle tracks are vertically separated from adjacent vehicular traffic. They may be set at the level of adjacent sidewalks or at an intermediate level between the adjacent street and sidewalk. Raised cycle tracks that are at sidewalk level are often distinguished from the adjacent sidewalk through coloration or surface texture/material (such as concrete vs. asphalt). At intersections, raised cycle tracks can be dropped and merged onto the adjacent street to simplify intersection operations or the intersection crossings can be facilitated with dedicated bicycle facility signals.

Two-way cycle tracks are physically separated facilities that allow for two-way bicycle traffic flow. They may be at street level or raised and generally share similar characteristics with one-way protected and/or raised cycle tracks.

### **Bicycle Boulevards**

Bicycle boulevards are streets with low motorized vehicle demand that are designated and designed to give travel priority to bicycles. Bicycle boulevards use signs, pavement markings and traffic calming measures to discourage through trips by motorized vehicles, thereby creating a safer and more convenient pathway for bicycling. The routing of these facilities requires careful planning, because their use inherently impacts local access and mobility vehicles. Traffic calming measures on bicycle boulevards typical aim to serve the dual purposes of reducing vehicle speeds and lessening traffic demand. Typical speed reduction measures include vertical deflection installations such as speed humps, cushions or tables, and horizontal deflection measures such as bulb-outs, traffic circles, chicanes and pinch points.

Volume demand reduction measures typically consist of physical barriers that restrict vehicle movements or access at targeted intersection or mid-block locations. The barriers are often referred to as “diverters” or diverter islands. A diverter island restricts vehicular access while still allowing for bicycle and pedestrian access through the island. A more drastic volume management tactic would be full closure of a street in a targeted location,

leaving only a pedestrian and bicycle pathway through the closure area. Bicycle boulevards provide the added benefit in a residential neighborhood of calming traffic to create a safer and quieter living environment.

Planning, design, and implementation of the above noted bicycle facilities need to be completed on a case by case basis considering user type in terms of purpose, street operations, and other considerations. Numerous publications on planning, design, and operational guidelines for bicycle and pedestrian facilities can be found at the Institute of Transportation Engineers Web site ([ite.org](http://ite.org)). The MDT web site also provides links to a number of bicycle and pedestrian FHWA publications and guidelines.

## **SUMMARY & GENERAL RECOMMENDATIONS**

This transportation study update identified a number of intersections and street corridors that have the most issues in terms of safety and efficiency. Concept improvement presented herein should be considered priorities to advance the safety and efficiency of the Livingston transportation system.

This study identified issues on street corridors and proposed concepts for improvements to the Livingston street system, which did not include Park Street, which is the major arterial through the City of Livingston. Park Street is classified as a National Highway of Significance (NHS 11) also known as US Highway 89. AS such it is under the jurisdiction of MDT, and MDT is responsible for maintenance and operations. MDT performed an operational study on Park Street in the recent past and recently implemented a project to improve efficiency at the signalized intersections. It is anticipated that MDT will review the concepts presented within this study at intersections with I-90 Westbound Ramps, 5<sup>th</sup> Street, 2<sup>nd</sup> Street, and Main Street to determine what future improvements can be made that can enhance the safety and efficiency of the Park Street corridor.

Most of the improvement concepts contained herein are related to vehicular traffic operations simply because the current transportation system is designed to accommodate demand for vehicular travel. However, current transportation trends indicate that pedestrian and bicycle travel demand is increasing rapidly, especially when facilities are available for use. Thus, a concerted effort should be made to accommodate increasing demand for pedestrian and bicycle travel within the City of Livingston. Future improvements could include separate bike/ped paths, bike lanes, shared lanes, and any of the many other bike facilities.

Pedestrian facilities need to be improved especially at intersections where vehicles and pedestrians experience conflicts. Visibility is of paramount importance in the avoidance of pedestrian-vehicle conflicts. Line of sight between pedestrians and drivers can be enhanced by ensuring that conflict points are clear of obstructions. In cases where on-street parking is allowed on wide streets, the use of curb bulb-outs can dramatically reduce conflicts while reducing pedestrian exposure time at crosswalk locations. While capital intensive, curb bulb-outs provide physical barriers to enforce parking restrictions and insure clear lines of sight.

Crash records along all of the study corridors indicate that sight distance obstructions at street and alley intersections have been associated with numerous crashes that include angle and rear-end crashes. It was also noted that many of the sight obstructions are associated with either overgrown vegetation or parking too close to the intersection corners. Many communities in Montana have sight-triangle ordinances that specify line of sight distances along each street and detail enforcement procedures. It is recommended that the City of Livingston investigate model ordinances from other Montana communities to determine what would be appropriate for Livingston.

## Transportation Study Recommendations Timeline

### Corridor Safety Improvements

#### *Callender Street*

**Create a maintenance program to check for sight obstructions and to trim trees and other vegetation within the right-of-way at least once per year and notify adjacent land owners of encroachments into clear vision zones.**

*The Public Works Department will collaborate with the Tree Board in identifying tree related sight obstructions. I would anticipate this work starting in March 2018. A comprehensive list of sight obstructions City wide should be completed by August. Tree Removal and trimming would be completed by a combination of City crew and contractor work. Funding for this work would be from several areas, such as, General Fund, Street Maintenance Funds and private individuals. Work would start after the City Ordinance is passed by the City Commission.*

- **Check existing no-parking zones at intersections and alleys to make sure that they meet the minimum distance required in the Montana Motor Vehicle Code.**
- **Paint curbs yellow within the no-parking zones at all intersections and install signs in critical areas.**

*This work has already started in 2017. 80% of Callender Street has been completed. This work will be 100% complete by June 2018. This work will be completed with City staff and utilize both Gas Tax and Street Maintenance O&M Funds.*

- **Sight Triangle ordinance**

*The Public Works Department will work collaboratively with the Code Enforcement Department and the Tree Board to draft a City Ordinance to present to the City Commission by October 2018.*

- **Callender-Through street from H Street to B Street and 2<sup>nd</sup> to Park Street**

*The Administration will draft an Ordinance to present to the City Commission for approval of the placement of Stop signs at 9<sup>th</sup>, 6<sup>th</sup>, Yellowstone St., 3<sup>rd</sup>, C St., D St., E St., F St. and G Streets per the Transportation Plan recommendation. Once approved, the PW Department will budget for the installation of 18 signs, poles and bases and paint for pavement markings in the FY 19 budget. Additional signs, such as "Cross Traffic Does Not Stop" would need to be purchased as well. The material costs for this work is approximately \$6,000.*

*Work for each intersection would commence from the east to the west starting in August 2018 and continue until completion, possibly November, weather permitting.*

### **Lewis Street**

**Create a maintenance program to check for sight obstructions and to trim trees and other vegetation within the right-of-way at least once per year and notify adjacent land owners of encroachments into clear vision zones.**

- **Check existing no-parking zones at intersections and alleys to make sure that they meet the minimum distance required in the Montana Motor Vehicle Code.**
- **Paint curbs yellow within the no-parking zones at all intersections and install signs in critical areas.**

*This work will begin once Callender Street is completed. This work will be 100% complete by June 2019.*

### **City Projects**

#### **Callender & F Street**

*To be completed by September 2018*

#### **Lewis & Alley between 2nd & Main Streets**

*PW will work with Code Enforcement to look into relocating the loading zone to another location nearby. This area is included in the Downtown CIP project. To be completed by November 2018.*

#### **Callender & 8th Street**

*To be completed by October 2018*

#### **Callender & 3rd Street**

*To be completed by April 2018*

### **Intersection Safety Improvements**

#### **MDT involvement Projects**

*MDT requires a review and approval process for modifications to all urban routes so they can concur with the design and request the necessary approval or concurrence from the Transportation Commission. The Commission has jurisdiction on the Urban Highway System as defined in 60-2-125, MCA. The City of Livingston has operation and maintenance responsibilities for the Urban Routes within the City Limits. There are several options for funding projects in MDT's urban route system:*

1. Utilize Street Maintenance District and Gas Tax Funds
2. Request MDT to utilize Urban Funding. (currently allocated to the Underpass Project)
3. Apply for Transportation Alternatives Grant or similar

*In order to expedite these projects, the City of Livingston would need to fund the engineering and construction of each of the recommendations, excluding the Park Street and I90 Interchange project. The recommendations would need to be prioritized and implemented in the 5 year Capital Improvement Plan.*

*City Staff have forwarded the Transportation Study to MDT personnel for their review and comment on these recommendations.*

### **5th & Front Street**

*The City Administration has already contacted MDT about this recommendation. MDT will ensure the cabinet and pole for the Park and 5<sup>th</sup> Street signal retiming project will accommodate a south bound right turn lane in the future. City Administration will discuss this recommendation with MDT personnel at the 1.24.18 Transportation Coordinating Committee (TCC) meeting.*

*Project Estimate: \$278,510*

*Funding Options: Street Maintenance Funds, Transportation Impacts Fees, Gas Tax, MDT Urban Funding (\$2,278,155, Currently allocated to the Separated Rail Crossing Project)*

### **N Main & Front Street**

*City Administration will discuss this recommendation with MDT personnel at the 1.24.18 Transportation Coordinating Committee (TCC) meeting.*

*Project Estimate: \$276,780*

*Funding Options: Street Maintenance Funds, Transportation Impacts Fees, Gas Tax, MDT Urban Funding (Currently allocated to the Separated Rail Crossing Project)*

### **C Street & Chinook Street**

*City Administration will discuss this recommendation with MDT personnel at the 1.24.18 Transportation Coordinating Committee (TCC) meeting. This maybe a project the City could administer the R/W acquisition, engineering and construction utilizing City funds.*

*Estimated project start: FY2021*

*Project Estimate: \$56,930*

*Funding Options: Street Maintenance Funds, Transportation Impacts Fees, Gas Tax, MDT Urban Funding (Currently allocated to the Separated Rail Crossing Project)*

**Park Street & I-90 Westbound Ramps**

*This would be an MDT project. MDT projects typically take 7 years to execute. City Staff have forwarded this recommendation to the Traffic Engineer at MDT to review.*

*Project Estimated cost: \$432,500*



**Backup material for agenda item:**

- B. Discuss Snow Removal per Livingston City Ordinance Section 12-11 through 12-13

Sec. 26-11. - Ice, slush and snow upon a public sidewalk is a nuisance.

Ice, slush or snow remaining upon a public sidewalk is hereby declared to constitute a public nuisance and shall be abated by the owner or tenant of the abutting private property within twenty-four (24) hours after such ice, slush or snow has been deposited. The ice, slush or snow which is removed from the sidewalk shall be deposited either upon the boulevard or upon private property such as a yard where the boulevard or private property abuts the sidewalk. In areas of the City, such as the downtown business district, where there is no boulevard and no private property upon which the ice, slush or snow may be deposited and the sidewalk abuts the street, the ice, slush or snow may then be spread upon the street in such a fashion so as not to create any piles or berms of snow.

(Ord. 1940 § 1 (part), 03/15/04)

Sec. 26-12. - Failure to remove snow, municipal infraction and civil penalty.

It is a municipal infraction and punishable as hereinafter set forth for the responsible person to refuse, neglect or fail to remove ice, slush or snow from the public sidewalk as required by Section 26-11. Upon proof of the charge by clear and convincing evidence, any such defendant may be punished by a civil penalty not to exceed Twenty-Five Dollars (\$25.00) for the first offense, not to exceed Fifty Dollars (\$50.00) for the second offense committed within three hundred sixty-five (365) days from the first offense and not to exceed Three Hundred Dollars (\$300.00) for the third or any subsequent offenses committed within three hundred sixty-five (365) days from the first offense. Each day that the infraction is allowed to continue constitutes a separate and punishable infraction.

(Ord. 1940 § 1 (part), 3/15/04)

Sec. 26-13. - Enforcement.

The Code Enforcement Officer or any duly appointed assistant shall issue a summons and complaint to the responsible party. The proceedings for municipal infractions set forth in 7-1-4151 Montana Code Annotated, as amended, shall govern the proceedings for municipal infractions charged hereunder.

(Ord. 1940 § 1 (part), 3/15/04)

Secs. 26-14—26-29. - Reserved.