



Livingston City Commission Agenda

July 16, 2019

5:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Public Comment

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

6. Consent Items

A. APPROVE MINUTES FROM 06/04/19 REGULAR CITY COMMISSION MEETING. Pg. 6

B. RATIFY CLAIMS 07/01/2019-07/15/2019. Pg. 10

C. JUDGES FINANCIAL REPORT FOR MAY 2019. Pg. 12

D. APPLICATION FOR SPECIAL PARKING SPACE. Pg. 14

7. Proclamations

8. Scheduled Public Comment

9. Public Hearings

A. RESOLUTION NO. 4861- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA INCREASING THE FEE FOR STANDBY AMBULANCE SERVICE RATES. Pg. 24

B. RESOLUTION NO. 4862- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, APPROVING AND ADOPTING THE FINAL BUDGET IN THE AMOUNT OF \$19,026,620 FOR THE FISCAL YEAR BEGINNING ON JULY 1, 2019, AND ENDING JUNE 30, 2020, (FY20), AND MAKING APPROPRIATIONS AND ESTABLISHING SPENDING LIMITS AND AUTHORIZING TRANSFER OF APPROPRIATIONS WITHIN THE SAME FUND. Pg. 26

C. RESOLUTION NO. 4863 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTIMATING THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 IN THE AMOUNT OF \$83,000 FOR FISCAL YEAR 2019-2020 AND LEVYING AND ASSESSING 100% OF THE ESTIMATED COSTS AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT. Pg. 29

D. RESOLUTION NO. 4864 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, MODIFYING SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY

REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 100% OF THE ESTIMATED COSTS OF \$66,600 FOR FISCAL YEAR 2019-2020 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT, AND CALLING FOR A PUBLIC HEARING. Pg.32

E. RESOLUTION NO. 4865- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WATER SYSTEM BY 3%. Pg. 35

F. RESOLUTION NO. 4866- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, LEVYING 100% OF COST FOR STREET MAINTENANCE AND IMPROVEMENTS DISTRICT NO. 1 FOR FISCAL YEAR 2019-2020, LEVY AND ASSESS ALL PROPERTY WITHIN THE DISTRICT. Pg. 41

G. RESOLUTION NO. 4867- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING THE RATE FOR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE AMOUNT OF \$2 PER MONTH PER RESIDENTIAL CUSTOMER TO BECOME EFFECTIVE JULY, 2019 AND CALLING FOR A PUBLIC HEARING. Pg. 45

H. RESOLUTION NO. 4868- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTABLISHING A RECYCLING FEE TO BE PART OF THE SOLID WASTE FEE FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON SOLID WASTE SYSTEM. Pg. 51

I. RESOLUTION NO. 4869- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, CHANGING THE NAME OF ELM LANE WITHIN THE BROOKSTONE SUBDIVISION TO BROOKLINE STREET. Pg. 55

J. ORDINANCE NO. 2079 ESTABLISHING ONE HOUR PARKING GRANITE SPORTS MEDICINE. Pg. 58

K. PUBLIC HEARING- NORTH TOWN ZONING CHANGE REQUEST FROM RII TO RIII. Pg. 66

10. Ordinances

A. ORDINANCE NO. 2080- AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY REZONING A 5.6- ACRE PARCEL DESCRIBED AS LOT 3, SUBDIVISION PLAT 253 FROM MEDIUM DENSITY RESIDENTIAL (R2) TO HIGH DENSITY RESIDENTIAL (R3). Pg. 73

11. Resolutions

A. RESOLUTION NO. 4872- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING (MOU) WITH PARK COUNTY AND MONTANA STATE UNIVERSITY-EXTENSION (MSUE) TO CREATE AN MSU-EXTENSION AGENT (ECONOMIC & COMMUNITY DEVELOPMENT) POSITION WITHIN LIVINGSTON AND PARK COUNTY, FOR A PERIOD OF 24 MONTHS, BEGINNING FEBRUARY 1, 2019. Pg. 77

B. RESOLUTION NO. 4870- AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH THOMAS, DEAN & HOSKINS ENGINEERING, INC. (TD&H) FOR GENERAL ENGINEERING SERVICES FOR FISCAL YEARS 2020-2021. Pg. 84

C. RESOLUTION NO. 4871 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DESIGNATING SPECIFIC CITY EMPLOYEES WHO ARE

AUTHORIZED TO ACQUIRE FEDERAL SURPLUS FROM THE STATE OF MONTANA FOR THE CITY OF LIVINGSTON, MONTANA. Pg. 116

12. Action Items

A. CONSIDER TOPICS MENTIONED IN A PLANNING BOARD MEMO FOR ASSIGNMENT TO VARIOUS BOARDS OR COMMISSIONS. Pg. 121

13. City Manager Comment

14. City Commission Comments

15. Adjournment

Calendar of Events

| Date | Time | Event |
|-----------------|-------------|---------------------------------------------------------------------------------------|
| July 16. 2019 | 5:30 PM | Public Hearing- Northtown Zoning Change Request Community Room-City/County Complex |
| July 17. 2019 | 4:00 PM | Library Board Meeting Library meeting room |
| July 17. 2019 | 5:30 PM | City Planning Board Meeting Community Room- City/County Complex |
| July 17. 2019 | 7:00 PM | Sister City Board Meeting Bev Stevenson Meeting Room, Park County Library |
| July 19. 2019 | 5-10 PM | 20th Anniversary of Livingston Summerfest Miles Park Bandshell- River Drive |
| July 22. 2019 | Noon | City/County Airport Board Meeting Park Co. Commission Chambers |
| July 24. 2019 | 6:00 PM | Parks & Trails Committee Meeting Community Room- City/County Complex |
| July 25. 2019 | All Day | National Hire a Veteran Day |
| August 6. 2019 | 5:30 PM | City Commission Meeting Community Room-City/County Complex |
| August 8. 2019 | 4-10PM | The Livingston Hoot 100 Block of North Main Street, Livingston MT. |
| August 13. 2019 | 3:30 PM | Historic Preservation Board Meeting Community Room-City/County Complex |
| August 20. 2010 | 5:30 PM | City Commission 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.

Item Attachment Documents:

- A. APPROVE MINUTES FROM 06/04/19 REGULAR CITY COMMISSION MEETING.**

LIVINGSTON CITY COMMISSION

MINUTES

June 18, 2019 5:30 PM

City-County Complex, Community Room

1 Call to Order

2 Roll Call

- * Schwarz, Friedman, Mabie, and Nootz were present. Hoglund was absent.
- * Lisa Lowy sitting in for Michael Kardoes, who is on vacation.

3 Moment of Silence

4 Pledge of Allegiance

5 Public Comments (00:02:02)

- * Jay Keifer

6 Consent Items (00:06:00)

- * Mabie motioned to approve consent items A and B, Nootz seconded. All in favor, motion passed 4-0.

7 Proclamations

8 Scheduled Public Comment

9 Public Hearings

10 Ordinances

11 Resolutions (00:06:43)

A. RESOLUTION NO. 4849- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA OF IT'S INTENT TO INCREASE THE FEE FOR STANDBY AMBULANCE SERVICE RATES.

- * Jay Keifer made comment
- * Mabie made comment
- * Nootz made comment
- * Friedman motioned, Mabie seconded. All in favor, motion passed 4-0.

B. RESOLUTION NO. 4850- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA GIVING NOTICE THAT THE CITY COMMISSION HAS COMPLETED ITS PRELIMINARY BUDGET IN THE AMOUNT OF \$19,026,620 FOR THE FISCAL YEAR BEGINNING ON JULY 1, 2019, AND ENDING JUNE 30, 2020, (FY 20), THAT THE BUDGET IS ON FILE AND AVAILABLE FOR PUBLIC INSPECTION AND ON THE INTERNET AT www.livingstonmontana.org, AND CALLING FOR A PUBLIC HEARING FOR APPROVAL OF THE FINAL BUDGET AND MAKING APPROPRIATIONS. (00:10:30)

- * Mabie made comment
- * Nootz made comment
- * Friedman motioned, Mabie seconded. All in favor, motion passed 4-0.

C. RESOLUTION NO. 4851- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ESTIMATE THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 IN THE AMOUNT OF \$83,000 FOR FISCAL YEAR 2019-2020 AND LEVYING AND ASSESSING 100% OF THE ESTIMATED COSTS AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT. (00:13:40)

- * Nootz made comment
- * Nootz motioned, Friedman seconded. All in favor, motion passed 4-0.

D. RESOLUTION NO. 4852- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO MODIFY SPECIAL IMPROVEMENT LIGHTING

DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 100% OF THE ESTIMATED COSTS OF \$66,600 FOR FISCAL YEAR 2019-2020 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT, AND CALLING FOR A PUBLIC HEARING. (00:17:00)

- * Don Plattack made comment
 - * Jack Luthier made comment
 - * Wendy Weaver made comment
 - * Nootz made comment
 - * Nootz motioned, Friedman seconded.
- All in favor, motion passed 4-0.

E. RESOLUTION NO. 4853- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO SPECIFY THE ASSESSMENT OPTION FOR STREET MAINTENANCE AND IMPROVEMENTS DISTRICT NO. 1 FOR FISCAL YEAR 2019-2020, LEVY AND ASSESS ALL PROPERTY WITHIN THE DISTRICT. (00:26:20)

- * Jack Luthier made comment
 - * Don Plattack made comment
 - * Mabie made comment
 - * Nootz made comment
 - * Mabie motioned, Friedman seconded.
- All in favor, motion passed 4-0.

F. RESOLUTION NO. 4854- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF IT'S INTENT TO ADJUST ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WATER SYSTEM. (00:39:39)

- * Jack Luthier made comment
 - * Don Plattack made comment
 - * Mabie made comment
 - * Friedman motioned, Mabie seconded.
- All in favor, motion passed 4-0.

G. RESOLUTION NO. 4855- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO INCREASE THE RATE FOR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE AMOUNT OF \$2 PER MONTH PER RESIDENTIAL CUSTOMER TO BECOME EFFECTIVE JULY, 2019 AND CALLING FOR A PUBLIC HEARING. (00:45:56)

- * Wendy Weaver made comment
 - * Nootz made comment
 - * Nootz motioned, Friedman seconded.
- All in favor, motion passed 4-0.

H. RESOLUTION NO. 4856- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO CREATE A RECYCLING FEE TO BE PART OF THE SOLID WASTE FEE FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON SOLID WASTE SYSTEM. (00:58:06)

- * Jay Keifer made comment
 - * Don Plattack made comment
 - * Freidman made comment
 - * Schwarz made comment
 - * Mabie made comment
 - * Nootz made comment
 - * Friedman motioned, Nootz seconded.
- All in favor, motion passed 4-0.

I. RESOLUTION NO. 4857- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO CHANGE THE NAME OF ELM STREET WITHIN THE BROOKSTONE SUBDIVISION TO BROOKLINE STREET. (01:01:10)

- * Mabie motioned, Friedman seconded.
- All in favor, motion passed 4-0.

J. RESOLUTION NO. 4858- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE BARGAINING AGREEMENT WITH AFSCME LOCAL 2711A FOR THE PERIOD OF JULY 1, 2019- JUNE 30, 2022. (01:13:42)

* Friedman motioned, Nootz seconded.
All in favor, motion passed 4-0.

12 Action Items (01:19:24)

A. Discuss Ribbon Cutting Ceremony for Wastewater Treatment Facility
Scheduled for 7/16/2019, 3:30p.m.

13 City Manager Comments -Lisa Lowy made comments (01:22:10)

14 City Commissioner Comments

- * Nootz made comments (01:22:48)
- * Mabie made comments (01:25:07)
- * Friedman made comments (01:25:50)
- * Schwarz made comments (01:26:03)

15 Adjournment (01:29:53) 6:59 pm

Item Attachment Documents:

B. RATIFY CLAIMS 07/01/2019-07/15/2019.

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--------------------------------------|--------------------------|----------------|--------------------------|--------------|--------------------|-------------|------------|
| MONTANA DEPT OF ENVIRONMENTAL | | | | | | | |
| 2346 | MONTANA DEPT OF ENVIRONM | 201907 | Main Street Storage Tank | 07/01/2019 | 110.00 | 110.00 | 07/01/2019 |
| Total MONTANA DEPT OF ENVIRONMENTAL: | | | | | 110.00 | 110.00 | |
| USDA-RD LOAN | | | | | | | |
| 3825 | USDA-RD LOAN | 201906 | USDA RD Loan Pmt | 06/01/2019 | 13,550.00 | 13,550.00 | 06/01/2019 |
| Total USDA-RD LOAN: | | | | | 13,550.00 | 13,550.00 | |
| Grand Totals: | | | | | 13,660.00 | 13,660.00 | |

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Item Attachment Documents:

C. JUDGES FINANCIAL REPORT FOR MAY 2019.

LIVINGSTON CITY COURT
FINANCIAL REPORT

May

2019

Date PD Monthly Report Received from City of Livingston Finance Office 6/24/2019

Tickets/Criminal Complaints Cleared: 79

| | | |
|----------------------------------------|----|------------|
| Dismissed-Plea Agreement: | 6 | |
| Dismissed-Pretrial Diversion/Deferred: | 6 | |
| Dismissed-Miscellaneous: | 20 | |
| Paid-Bond Forfeit/Fine: | 24 | \$3,395.00 |
| Paid-Time Payments: | 23 | \$8,415.12 |
| Warrant Fees: | | |

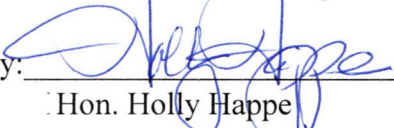
| | | |
|------------------|--------|-------------|
| | Total | \$11,810.12 |
| Parking Tickets: | | \$785.00 |
| | Total: | \$12,595.12 |

Surcharges/Costs/Fees:

| | | | |
|----------------|---------------------------|--------------|--------------|
| | MLEA Surcharge: | | \$425.00 |
| | TECH Surcharge: | | \$310.00 |
| | Victim/Witness Surcharge: | | \$647.00 |
| | MISD Surcharge: | | \$684.25 |
| | Court Costs: | | \$175.00 |
| | Public Defender Fee: | 0 x \$150.00 | |
| | Public Defender Fee: | 0 x \$250.00 | \$ - |
| 102-410360-390 | Jury Fees | 0 x \$295.00 | \$ - |
| 102-410360-390 | Interpreter | 0 x \$50.00 | \$ - |
| | | Total | (\$2,241.25) |

Total amount credited to City of Livingston General Fund: \$10,353.87

I hereby certify that this is a true and correct statement of the amount of fines/fees/costs which were fully paid and credited with the Livingston City Court during the month of: **May-19**

Prepared by: 
Hon. Holly Happe
Livingston City Judge

Date: 6/24/19

Item Attachment Documents:

D. APPLICATION FOR SPECIAL PARKING SPACE.

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

Name of Applicant: Nancy Kennedy
Address: 219 W Callender St Phone: 908 461 3612
Type of Special Parking Space Requested: Apt C12 406-223-7084

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

Specific Location of the Requested Space: South 3rd : Callender

Reason for the Request: Physical Restrictions

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

- Do you operate a vehicle displaying a specialty inscribed license plate issued by the state of Montana to disabled persons and displaying a wheelchair symbol, or the letters "DV" issued to disabled veteran's, or do you possess a special parking permit issued by the State of Montana to persons with a disability?
(Please provide a copy of the vehicle registration) Yes No
- Is the requested parking space adjacent to your permanent residence? Yes No
- Does reasonably accessible and practicable off street parking exist? Yes No
- License plate number of vehicle(s) designated to use the space: 49 000000 0413E
- Are the designated vehicles operated by you? Yes No

Administrative Use Only

Date application received: 6-20-19 Reviewed by: Cynthia

Does request meet criteria? Yes No
Comments _____

City Commission Action: Approved Denied Date: _____

Installation of Sign:

Sign installed by: _____ Date: _____

Amount Collected: _____ Check no. _____

Removal of Sign

Sign removed by: _____ Date _____

Reason for Removal: _____

Sec. 9-243. - Restricted parking zones—Reserved spaces for handicapped or disabled persons—Reserved parking space for Angel Line.

A. Definitions.

1. For the purpose of this Section, "special parking spaces" are defined as on street parking spaces reserved for disabled persons who were issued a permit, license plate, or placard by the State of Montana in accordance with MCA 49-4-302 Montana Code Annotated (MCA) which entitles a person to park a motor vehicle in a special parking space reserved for a person with a disability, whether on public property or on private property available for public use, when the person for whom the permit was issued is using the special parking space to enter or exit the vehicle.
2. "Special reserved parking spaces" are defined as restricted on street parking spaces reserved for the personal use of a disabled person(s) who has been issued a special parking permit by the State of Montana under MCA 49-4-301(1).

B. Special Parking Spaces. Any person requesting an on-street special parking space shall make written application to the Public Works Department using a form provided by the City. The application shall state the name and address of the applicant, the location of the requested space and the reason for the request. All eligible applications will be reviewed by City staff and submitted to the City Commission for approval.

1. The following factors will be taken into consideration and used as criteria in approving signs for special parking spaces on public streets:
 - a. Existing parking problems in the area where the sign is being requested.
 - b. Overall availability of parking in the area where the sign is being requested.
 - c. The availability of reasonably accessible and practicable off street parking in close proximity to the area where the sign is being requested.
 - d. The nature and use of the adjacent buildings.
 - i. The requested space must comply with applicable regulations and legal mandates in terms of dimensional requirements and location as specified in 49-4-302 MCA as follows:

In accordance with subsection (2) of 49-4-302 MCA, the governing body of a city, town, or county or appropriate state agency may impose all, but not less than all, of the following requirements with respect to any special parking space

constructed after September 30, 1985, and reserved for a person with a disability or a permit holder on ways of this state open to the public, as defined in 61-8-101 MCA:

- (a) The space must be located on a smooth, level surface as near as practicable to building entrances or walkways that have curb cuts and appropriately designed ramps and access lanes to accommodate wheelchairs.
- (b) If parallel to curbside, the parking space must be separated from an adjacent space, either in the front or the rear, by at least five (5) feet of striped no-parking area.
- (c) If at an angle to curbside, the parking space must be at least eight (8) feet wide and free of obstruction if located at the end of a line of angle parking spaces, and each other angle parking space designated for a person with a disability must be at least thirteen (13) feet wide.
- (d) A parking space reserved for a person with a disability must be designated by a sign showing the international symbol of accessibility, indicating that a permit is required, and stating the penalty for a violation. In order to meet the penalty statement requirement, signs existing on October 1, 1993, must have attached a decal stating the penalty for a violation. The sign must be attached to a wall or post in a way that it is not obscured by a vehicle parked in the space.

This Section shall not limit the City from exercising its own discretion in establishing special parking spaces on public streets at other locations as deemed appropriate and as approved by the City Commission.

2. Once approved by the City Commission, the special parking space must be designated by a sign showing the international symbol of accessibility, indicating that a permit is required, and having a decal stating the penalty for a violation. The sign must be attached to a wall or post in a way that is not obscured. The parking space shall be in compliance with any other applicable regulations and legal mandates in terms of dimensional requirements and location.
3. A special parking space may be removed, as approved by the City Commission, if there is a change in the circumstances such that the parking space shall no longer be appropriate under the criteria referred to herein.

C.

Special Reserved Parking Space. A disabled person may request an on-street special reserved parking space restricted for their personal use in a residential area outside of the two-hour parking zone. The application shall be made in writing to the Public Works Department using a form provided by the City. The application shall state the name and address of the applicant, the location of the requested space, the reason for the request, and list the license number(s) of the vehicle(s) authorized to use the space. All eligible applications will be reviewed by City staff and submitted to the City Commission for approval. If the City Commission approves the personalized special parking space, the applicant will be notified and shall submit a non-refundable fifty dollar (\$50.00) fee to pay for the installation of the sign. The sign will be installed after payment of the fee.

1. The criteria for designating an on street special reserved parking space restricted for the personal use of disabled persons outside of the two-hour parking zone shall be as follows:
 - a. The applicant must show that (1) they operate a vehicle(s), registered under MCA 61-3-332(9) or MCA 61-3-458(3)(b) or (3)(i), that displays a specialty inscribed license plate issued by the state of Montana to disabled persons and displaying a wheelchair symbol or the letters "DV" issued to disabled veterans or; (2) they possess a permit issued under MCA 49-4-301(1) and MCA 49-4-304. A copy of the vehicle registration or permit must accompany the application;
 - b. The requested special reserved parking space must be adjacent to the applicant's permanent residence.
 - c. No more than one (1) special reserved parking space shall be provided to any one (1) individual, or more than one (1) special reserved parking space provided per dwelling unit.
 - d. No more than two (2) vehicle may be designated as being authorized to use the space.
 - e. No reserved parking space shall be provided within the downtown two-hour parking zone, as identified in Section 9-246 of this Chapter.
 - f. No reserved parking space shall be provided if reasonably accessible and practicable off street parking exists at the requested location.
 - g. The requested space must be able to comply with the requirements of 49-4-302(4) MCA as follows:

In accordance with subsection (2) of 49-4-302 MCA, the governing body of a city, town, or county or appropriate state agency may impose all, but not less than all, of the following requirements with respect to any special parking space constructed after September 30, 1985, and reserved for a person with a disability or a permit holder on ways of this state open to the public, as defined in 61-8-101 MCA:

- i. The space must be located on a smooth, level surface as near as practicable to building entrances or walkways that have curb cuts and appropriately designed ramps and access lanes to accommodate wheelchairs.
 - ii. If parallel to curbside, the parking space must be separated from an adjacent space, either in the front or the rear, by at least five (5) feet of striped no-parking area.
 - iii. If at an angle to curbside, the parking space must be at least eight (8) feet wide and free of obstruction if located at the end of a line of angle parking spaces, and each other angle parking space designated for a person with a disability must be at least thirteen (13) feet wide.
 - iv. A parking space reserved for a person with a disability must be designated by a sign showing the international symbol of accessibility, indicating that a permit is required, and stating the penalty for a violation. In order to meet the penalty statement requirement, signs existing on October 1, 1993, must have attached a decal stating the penalty for a violation. The sign must be attached to a wall or post in a way that it is not obscured by a vehicle parked in the space.
2. Once approved by the City Commission, the special reserved parking space must be designated by a sign displaying the license plate number(s) of the vehicle(s) authorized to park in the special reserved parking space and stating the penalty for violation. The sign must be attached to a wall or post in a way that is not obscured.
 3. Reapplications to maintain special reserved parking space must be made by December 31st of each year. A fee of five dollars (\$5.00) is required with each reapplication. If the reapplication is not received by December 31st, the person will be notified by mail and an application form shall accompany such notice. The sign will be removed if the reapplication is not received within thirty (30) days.

4.

If a person who has been provided a special reserved parking space moves to a new residence within the City limits, and a space is needed for the new residence, the City will relocate the sign to the new location without additional fee if the City is promptly notified of the change of address and provided that the new address is in a residential area outside of the two-hour parking zone.

5. A special reserved parking space shall promptly be removed if there is a change in the circumstances such that the parking space shall no longer be appropriate under the criteria referred to herein.
- D. Angel Line Reserved Parking Spot. The City Commission hereby establishes and designates a reserved parking zone for Angel Line exclusive use twenty-four (24) hours per day, three hundred sixty-five (365) days per year in front of the Senior Center of Park County, 206 South Main Street, Livingston, Montana, which reserved parking zone shall be of sufficient length to accommodate the Angel Line's Van. The penalty for parking in the Angel Line's parking spot is one hundred dollars (\$100.00).

(Ord. No. 2012, § 1, 4/20/09; Ord. No. 2036, § 1, 3/6/12)

Hang this from the rearview mirror.
Remove it before you drive.



JUL

EXPIRES



AUG

State of Washington
Department of Licensing
Individual with Disabilities
Parking Placard

FEB

SEP

MAR

OCT

APR

NOV

MAY

DEC

JUN



166164Z

| | | | | |
|----|----|----|----|----|
| 20 | 19 | 18 | 17 | 16 |
| 25 | | 23 | 22 | 21 |

Montana Vehicle RegistrationValid Through Date **12/31/9999**Renewal Cust Nbr **2133934**

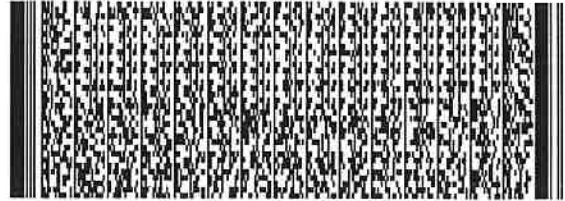
| | | | | | |
|-----------|-----------|------------|------------|------------|--------------------|
| County | Park | Issue Date | 06/13/2019 | Tab Nbr | A01675029 |
| Usage | Regular | User | pj49a000 | Plate Nbr | 490413E |
| Reg Usage | Regular | Fleet Nbr | | Plate Type | Std County Lg (PC) |
| Reg Type | Permanent | OTN | | | |

Owners / Lessors

Nancy Kennedy
 108 S F St
 Livingston, MT 590472729

| | | | | | | | |
|----------|-------------------|-----------|------|---------|-------|-----------|-------------|
| VIN | 1G4CW53L2P1620007 | Year | 1993 | Make | Buick | Model | Park Avenue |
| Veh Type | Passenger (PC) | Style | 4D | Color | Blue | Ext Model | |
| Weight | 3500 | Ton Code | | | | Veh Nbr | 3153808 |
| Decl GVW | | GVW Class | | GVW Beg | | GVW End | |

Nancy Kennedy
 108 S F St
 Livingston, MT 590472729



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

Tab Number
A01675029

Month Number
PERM



State of Montana
Attention Vehicle Owner

When applying tab to rear license plate:

1. Thoroughly clean license plate.
2. Peel tab from backing.
3. Place tab where indicated on face of dry, clean plate or over the top of the prior year's tab.
4. Firmly rub tab and edges down.

This registration receipt must be in the motor vehicle or trailer to which it pertains at all times. The driver or person in control of the vehicle or trailer must display this receipt to a peace officer or any officer or employee of the Montana Department of Justice or Department of Transportation, upon demand of the officer or employee.

Montana law requires the owner of any motor vehicle that is registered and operated on a public highway or a private way commonly used by the public in this state to continuously maintain mandatory motor vehicle liability insurance in the amounts specified by law. Unless this vehicle qualifies for an exemption under Mont. Code Ann. § 61-6-303, such as a motorcycle or quadricycle, mandatory motor vehicle liability insurance is required.

Proof of compliance with the mandatory liability insurance law must be in the motor vehicle. The owner or driver of the motor vehicle must display the insurance card or other proof of compliance to any peace officer, judge or other authorized individual upon demand. Violation of this requirement is a misdemeanor that carries the same penalties as a no insurance violation.

Next time, you may renew your vehicle registration online at <https://app.mt.gov/vrr/>

Public Safety is a Partnership: Buckle Up Slow Down - Dont Drink and Drive

dojmt.gov/driving



Item Attachment Documents:

- A. RESOLUTION NO. 4861- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA INCREASING THE FEE FOR STANDBY AMBULANCE SERVICE RATES.**

RESOLUTION NO. 4861

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON,
MONTANA INCREASING THE FEE FOR STANDBY AMBULANCE SERVICE RATES
AND CALLING FOR A PUBLIC HEARING.**

WHEREAS, by Resolution No. 4849, the City Commission adopted it's intent to increase the fee for standby ambulance service rates; and

WHEREAS, the City of Livingston, Montana, operates the local ambulance service as an enterprise fund; and

WHEREAS, the provisions of MCA 7-34-103 (d) allows the City to establish fees in the manner of providing ambulance service; and

WHEREAS, due to rising operational costs, specifically health insurance cost, the \$65.00 per hour fee is no longer sufficient to cover these operational costs.

WHEREAS, the intent is to raise the fee for standby ambulance service to \$85.00 per hour.

NOW, THEREFORE, be it resolved by the City Commission of the City of Livingston, Montana, as follows:

That City Commission of the City of Livingston, Montana, hereby increases the fee for standby ambulance service from \$65.00 per hour to \$85.00 per hour, effective July 16, 2019.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 16th day of July, 2019.

DOREL HOGLUND, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

JAY PORTEEN
City Attorney

Item Attachment Documents:

- B. RESOLUTION NO. 4862- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, APPROVING AND ADOPTING THE FINAL BUDGET IN THE AMOUNT OF \$19,026,620 FOR THE FISCAL YEAR BEGINNING ON JULY 1, 2019, AND ENDING JUNE 30, 2020, (FY20), AND MAKING APPROPRIATIONS AND ESTABLISHING SPENDING LIMITS AND AUTHORIZING TRANSFER OF APPROPRIATIONS WITHIN THE SAME FUND.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, APPROVING AND ADOPTING THE FINAL BUDGET IN THE AMOUNT OF \$19,026,620 FOR THE FISCAL YEAR BEGINNING ON JULY 1, 2019, AND ENDING JUNE 30, 2020, (FY20), AND MAKING APPROPRIATIONS AND ESTABLISHING SPENDING LIMITS AND AUTHORIZING TRANSFER OF APPROPRIATIONS WITHIN THE SAME FUND.

WHEREAS, the City Manager has presented the City Manager’s Preliminary Budget recommendation for Fiscal Year 2019-2020 in the amount of \$19,026,620 to the City Commission as required by 7-6-4020 Montana Code Annotated (MCA); and

WHEREAS, the City Commission has considered the proposed Preliminary Budget for Fiscal Year 2019-2020, and made revisions, reductions, additions and changes thereto as deemed appropriate, and has established spending limits at the level of appropriation detailed in Exhibit A and incorporated into this Resolution by this reference as though fully set forth herein; and

WHEREAS, a copy of the completed Preliminary Budget for Fiscal Year 2019-2020 has been placed for public inspection in the office of the Finance Officer located at 110 South B Street, Livingston, Montana, and on the City of Livingston’s web page at www.livingstonmontana.org; and

WHEREAS, pursuant to 7-6-4001 et seq. MCA, and following legal notice as required by 7-6-4021, MCA, on July 16th, 2019, the City Commission conducted a public hearing on the proposed budget at which time any taxpayer or resident of the City was given the opportunity to be heard for or against any part of the proposed preliminary budget for FY2019-2020; and

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

That the Final Budget for FY 2019-2020 in the amount of \$19,026,620 and the legal spending limits at the level of appropriations detailed in Exhibit A, which is attached hereto and incorporated herein by reference are hereby established pursuant to 7-6-4030, MCA.

BE IT FURTHER RESOVLED that the City Manager is hereby authorized pursuant to 7-6-4031, MCA, to transfer appropriations between items within the same fund.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 16th day of July, 2019.

DOREL HOGLUND
Chairperson

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

JAY PORTEEN
City Attorney

EXHIBIT A to Resolution No. 4862

| CHANGES IN FUND BALANCE/WORKING CAPITAL | | | | | |
|------------------------------------------------|------------------------------------|-------------------------------------------------------------------|-------------------------------|-----------------------------------|----------------------------------------------------------------|
| Fund # | Fund Name | Projected Beginning Fund Balance June 30, 2019 | Projected Revenues | Projected Expenditures | Projected Ending Fund Balance June 30, 2020 |
| GENERAL FUND | | | | | |
| 1000 | General Fund | 1,023,129 | 6,118,617 | 5,994,246 | 1,147,500 |
| SPECIAL REVENUE FUNDS | | | | | |
| 2190 | Comprehensive Liability | 24,262 | 313,914 | 311,505 | 26,671 |
| 2220 | Library | 226,557 | 603,817 | 614,559 | 215,815 |
| 2300 | Communications/Dispatch Services | (25,022) | 749,402 | 717,652 | 6,728 |
| 2310 | Tax Increment District - Downtown | (46,242) | 239,419 | 166,425 | 26,752 |
| 2372 | Permissive Health Levy | 32 | 444,330 | 444,330 | 32 |
| 2397 | CDBG Economic Dev Revolving | 592,406 | 63,000 | 655,406 | - |
| 2399 | Impact Fees - Fire | 24,616 | 7,557 | 8,000 | 24,173 |
| | Impact Fees - Transportation | 162,640 | 35,483 | - | 198,123 |
| | Impact Fees - Police | 43,734 | 13,520 | 29,450 | 27,804 |
| | Impact Fees - Parks | 26,384 | 8,560 | 19,741 | 15,203 |
| | Unassigned | - | 1,000 | - | 1,000 |
| 2400 | Light Maintenance | 47,223 | 150,150 | 153,000 | 44,373 |
| 2500 | Street Maintenance | 60,374 | 1,063,887 | 987,775 | 136,486 |
| 2600 | Sidewalks | (59,040) | 35,461 | - | (23,579) |
| 2650 | Business Improvement District | 4,116 | 42,200 | 46,315 | 1 |
| 2700 | Park Improvement SRF | 72,141 | 2,500 | - | 74,641 |
| 2750 | Law Enforcement Joint Equipment | 6,472 | 30 | 6,502 | - |
| 2820 | Gas Tax | 75,221 | 265,750 | 181,000 | 159,971 |
| | TOTAL SPECIAL REVENUE FUNDS | 1,235,874 | 4,039,980 | 4,341,660 | 934,194 |
| DEBT SERVICE FUNDS | | | | | |
| 3002 | 2016 Fire Truck GOB | 33,600 | 32,205 | 51,244 | 14,561 |
| 3003 | 2000 Fire Truck GOB | 16,942 | 21,276 | 36,050 | 2,168 |
| 3200 | West End Tax Increment District | 299,612 | 123,089 | 120,019 | 302,682 |
| 3400 | SID Revolving | 24,062 | 120 | - | 24,182 |
| 3550 | SID 179 - West End | 21,045 | 34,683 | 32,356 | 23,372 |
| 3955 | SID 180 - Carol Lane | (8,864) | 3,697 | - | (5,167) |
| | TOTAL DEBT SERVICE FUNDS | 386,397 | 215,070 | 239,669 | 361,798 |
| CAPITAL PROJECT FUNDS | | | | | |
| 4010 | Capital Improvement | 8,390 | 30 | - | 8,420 |
| 4020 | Library Capital Improvement | 25,040 | 150 | - | 25,190 |
| 4099 | Railroad Crossing Levy | 49,957 | 8,250 | 32,172 | 26,035 |
| | TOTAL CAPITAL PROJECT FUNDS | 83,387 | 8,430 | 32,172 | 59,645 |
| ENTERPRISE FUNDS | | | | | |
| 5210 | Water | 1,016,822 | 1,707,600 | 1,940,467 | 783,955 |
| 5310 | Sewer | 2,132,709 | 2,464,285 | 2,597,806 | 1,999,188 |
| 5410 | Solid Waste | 43,688 | 2,331,199 | 2,201,314 | 173,573 |
| 5510 | Ambulance Services | 436,952 | 1,629,515 | 1,677,536 | 388,931 |
| | TOTAL ENTERPRISE FUNDS | 3,630,171 | 8,132,599 | 8,417,123 | 3,345,647 |
| PERMANENT FUNDS | | | | | |
| 8010 | Perpetual Cemetery | 242,915 | 5,250 | 1,750 | 246,415 |
| | TOTAL ALL FUNDS | 6,601,873 | 18,519,946 | 19,026,620 | 6,095,199 |

Resolution No. 4862 Approving the Final Budget for FY 2019-2020

Page 2

Item Attachment Documents:

- C. RESOLUTION NO. 4863 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTIMATING THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 IN THE AMOUNT OF \$83,000 FOR FISCAL YEAR 2019-2020 AND LEVYING AND ASSESSING 100% OF THE ESTIMATED COSTS AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT.**

RESOLUTION NO. 4863

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTIMATING THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 IN THE AMOUNT OF \$83,000 FOR FISCAL YEAR 2019-2020 AND LEVYING AND ASSESSING 100% OF THE ESTIMATED COSTS AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT.

WHEREAS, the City of Livingston has created Special Improvement Lighting District No. 20 for the purpose of providing for general public health, safety and welfare by lighting streets for vehicular and pedestrian safety and as a deterrent to criminal activity; and

WHEREAS, the estimated costs of maintaining lights and supplying electrical current for Lighting District No. 20 for Fiscal Year 2019-2020 is \$83,000; and

WHEREAS, the City hereby levies and assesses 100% of the costs for maintaining the lights and supplying electrical current against each parcel of land within said district for that part of the cost which its assessable area bears to the assessable area of the district which such parcel is located exclusive of streets, avenues, alleys and public places; and

WHEREAS, the City Commission finds that all parcels of property located within the district will benefit from maintaining lights and supplying electrical current for Lighting District No. 20; and

WHEREAS, a list of all parcels of property to be assessed within said district which contain the name of each parcel owner and the amount to be levied and assessed thereon is on file and open for public inspection in the office of the City of Livingston, 414 East Callender Street, Livingston, Montana; and

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

That Special Improvement Lighting District No. 20 is defined as including each and every parcel of property located in the City of Livingston, including all annexations thereto.

Resolution No.4863 Estimating the cost of maintaining lights and supplying electrical current to Special Improvement Lighting District No. 20

BE IT FURTHER RESOLVED that the City Commission hereby levies and assess for Fiscal Year 2019-2020 100% of the cost of maintaining and supplying electrical current for Special Lighting District No. 20 is in the amount of \$73,000 against each and every parcel of land within said district for that part of the cost which its assessable area bears to the assessable area of the entire district exclusive of streets, avenues, alleys and public places, all as set forth in the list of all parcels of property in said district which contains the name of each parcel owner and the amount levied thereon. A copy of said list is on file and open for public inspection in the office of the City of Livingston, 414 East Callender Street, Livingston, Montana.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 16th day of July, 2019.

DOREL HOGLUND
Chairperson

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

JAY PORTEEN
City Attorney

Item Attachment Documents:

- D. RESOLUTION NO. 4864 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, MODIFYING SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 100% OF THE ESTIMATED COSTS OF \$66,600 FOR FISCAL YEAR 2019-2020 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT, AND CALLING FOR A PUBLIC HEARING.**

RESOLUTION NO. 4864

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, MODIFYING SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 100% OF THE ESTIMATED COSTS OF \$66,600 FOR FISCAL YEAR 2019-2020 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT, AND CALLING FOR A PUBLIC HEARING.

WHEREAS, the City of Livingston has created Special Improvement Lighting District No. 20 for the purpose of providing for general public health, safety and welfare by lighting streets for vehicular and pedestrian safety and as a deterrent to criminal activity; and

WHEREAS, pursuant to 7-12-4351, MCA, it is the intent of the City Commission to make a modification to Street Lighting District No. 20 by replacing existing street lights; and

WHEREAS, it is the intent to replace street lights in conjunction with the street improvements plans where necessary and/or desirable; and

WHEREAS, the City hereby levies and assesses 100 percent of the estimated costs of \$66,600 for replacing street lights against each parcel of land within said district for Fiscal Year 2019-2020 for that part of the cost which its assessable area bears to the assessable area of the district which such parcel is located exclusive of streets, avenues, alleys and public places; and

WHEREAS, the City Commission finds that all parcels of property located within the district will be benefitted from replaced street lights; and

WHEREAS, a list of all parcels of property to be assessed within said district which contain the name of each parcel owner and the amount to be levied and assessed thereon is on file and open for public inspection in the office of the City of Livingston, 414 East Callender Street, Livingston, Montana; and

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

That Special Improvement Lighting District No. 20 is defined as including each and every parcel of property located in the City of Livingston, including all annexations thereto.

BE IT FURTHER RESOLVED that the City Commission hereby modifies Special Improvements Lighting District by replacing lights and appurtenances therein and hereby levies and assesses, for Fiscal Year 2019-2020, 100% of the cost of replacing street lights in the amount of \$66,600 against each and every parcel of land within said district for that part of the cost which its assessable area bears to the assessable area of the entire district exclusive of streets, avenues, alleys and public places, all as set forth in the list of all parcels of property in said district which contains the name of each parcel owner and the amount levied thereon. A copy of said list is on file and open for public inspection in the office of the City of Livingston, 414 East Callender Street, Livingston, Montana.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 16th day of July, 2019.

DOREL HOGLUND
Chairperson

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

JAY PORTEEN
City Attorney

Item Attachment Documents:

- E. RESOLUTION NO. 4865- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WATER SYSTEM BY 3%.**

RESOLUTION NO. 4865

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF INCREASING ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WATER SYSTEM BY 3%.

WHEREAS, the City of Livingston operates water facilities and services as enterprise funds, i.e. that the cost of providing the services to the general public on a continuing basis are financed or recovered through user charges and are not supported by the general tax levy; and

WHEREAS, 69-7-101 *et seq.* Montana Code Annotated (MCA), authorizes increases in utility rates when deemed necessary by the City Commission; and

WHEREAS, the costs of providing water services, improving infrastructure, and meeting bonded debt coverage continues to rise necessitating a rate increase; and

WHEREAS, a 3% increase which will result in a monthly increase of approximately 37¢ to \$1.12, depending on the amount of water consumed by the customer all as set forth in Exhibit A, which is attached hereto and incorporated by this reference as though fully set forth herein; and

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

The City Commission of the City of Livingston, Montana hereby increases the water rate for its customers in the amount of 3% to become effective for water usage starting July 2019, to be billed in August 2019.

BE IT FURTHER RESOLVED that Notice, attached hereto as Exhibit B and incorporated herein by reference, be published in accordance with law, and a copy of this Resolution be mailed to the Montana Consumer Counsel as required by 69-7-111(5) MCA.

BE IT FURTHER RESOLVED that Notice, attached hereto as Exhibit C, and incorporated herein by reference be mailed to each customer in accordance with law.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 16th day of July, 2019.

DOREL HOGLUND- Chair

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

JAY PORTEEN
City Attorney

Exhibit A to Resolution No. 4865**Residential Rates**

(based on a standard 5/8" meter)

Water Minimum Charge \$ 12.76 per month,

| Gallons | Current | 3% | Difference |
|----------------|----------------|-----------|-------------------|
| 0 | \$12.39 | \$12.76 | \$0.37 |
| 1000 | \$15.16 | \$15.60 | \$0.44 |
| 2000 | \$17.92 | \$18.44 | \$0.52 |
| 3000 | \$20.69 | \$21.28 | \$0.59 |
| 4000 | \$23.45 | \$24.12 | \$0.67 |
| 5000 | \$26.21 | \$26.96 | \$0.75 |
| 6000 | \$28.98 | \$29.80 | \$0.82 |
| 7000 | \$31.74 | \$32.64 | \$0.90 |
| 8000 | \$34.51 | \$35.48 | \$0.97 |
| 9000 | \$37.27 | \$38.32 | \$1.05 |
| 10000 | \$40.04 | \$41.16 | \$1.12 |

plus \$2.84 per 1000 gallons

Commercial Rates

| METER SIZE | GALLONS | BASE CHARGE | PER 1000 GALLONS |
|------------|---------------|-------------|----------------------------------------|
| 3/4" | Up to 7,000 | \$32.64 | \$2.84 for usage above 7,000 gallons |
| 1" | Up to 15,000 | \$55.36 | \$2.84 for usage above 15,000 gallons |
| 1 1/2" | Up to 25,000 | \$83.76 | \$2.84 for usage above 25,000 gallons |
| 2" | Up to 42,000 | \$132.04 | \$2.84 for usage above 42,000 gallons |
| 3" | Up to 60,000 | \$183.16 | \$2.84 for usage above 60,000 gallons |
| 4" | Up to 100,000 | \$296.76 | \$2.84 for usage above 100,000 gallons |
| 6" | Up to 275,000 | \$793.76 | \$2.84 for usage above 275,000 gallons |

Exhibit B – Public Notice

Notice is hereby given that the Livingston City Commission will conduct a public hearing in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on

July 16th, 2019, at 5:30 p.m. on **Resolution No. 4854**, entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF IT'S INTENT TO**

ADJUST RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WATER SYSTEM, resulting in an increase of approximately 37¢ to \$1.12 for residential customers, depending on the amount of water consumed by the customer. All interested persons are invited to attend the public hearing, to make comments or make objections thereto. For additional information contact the City of Livingston Finance Department at 110 South B Street, Livingston, MT, 59047, or by phone at 222-1142.

Please publish June 19, 2019, June 26, 2019 and July 3, 2019.

Faith Kinnick
City of Livingston

Exhibit C- Public Notice Mailing

**COMBINED NOTICE OF PUBLIC HEARINGS
ON
PROPOSED RATE INCREASES FOR WATER
AND SOLID WASTE EFFECTIVE JULY 2019**

Notice is hereby given that the City Commission of Livingston, Montana, will conduct public hearings on Resolutions 4854, 4855, & 4856 in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on July 16th, 2019, at 5:30 p.m. of its intent to increase the Water Rate in the amount of 3% (approximately 37¢ to \$1.12 for residential customers, depending on the amount of water consumed by the customer), the residential Solid Waste rate in the amount of \$2.00, and impose a recycling fee of \$1 per month for residential customers and \$2 per month for commercial customers (see attached schedules). The public is invited to attend and comment on the proposed rate increases. For further information, contact the City of Livingston Finance Department at 110 South B Street, Livingston, MT, 59047, or by phone at 222-1142.

Please mail at least 7 days and no more than 30 days prior to the hearing to each customer including an estimate of the amount the customer’s average bill will increase.

*Water Minimum Charge \$ 12.76 per month, plus
\$2.84 per 1000 gallons*

| Gallons | Current | 3% | Difference |
|---------|---------|---------|------------|
| 0 | \$12.39 | \$12.76 | \$0.37 |
| 1000 | \$15.16 | \$15.60 | \$0.44 |
| 2000 | \$17.92 | \$18.44 | \$0.52 |
| 3000 | \$20.69 | \$21.28 | \$0.59 |
| 4000 | \$23.45 | \$24.12 | \$0.67 |
| 5000 | \$26.21 | \$26.96 | \$0.75 |
| 6000 | \$28.98 | \$29.80 | \$0.82 |
| 7000 | \$31.74 | \$32.64 | \$0.90 |
| 8000 | \$34.51 | \$35.48 | \$0.97 |
| 9000 | \$37.27 | \$38.32 | \$1.05 |
| 10000 | \$40.04 | \$41.16 | \$1.12 |

RESIDENTIAL SOLID WASTE RATES

| CUSTOMER | CURRENT MONTHLY RATE PER CAN | \$2.00 INCREASE |
|---------------------------|---------------------------------------------|-------------------------|
| RESIDENTIAL BLUE CANS | \$17.92 | \$19.92 |
| MULTI FAMILY - BLACK TUBS | \$15 + \$15 per Unit | \$17 + \$15 per Unit |

CITY OF LIVINGSTON RECYCLING FEE

| CUSTOMER TYPE | FEE AMOUNT PER MONTH |
|----------------------|---------------------------------|
| RESIDENTIAL | \$1.00 |
| COMMERCIAL | \$2.00 |

Item Attachment Documents:

- F. RESOLUTION NO. 4866- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, LEVYING 100% OF COST FOR STREET MAINTENANCE AND IMPROVEMENTS DISTRICT NO. 1 FOR FISCAL YEAR 2019-2020, LEVY AND ASSESS ALL PROPERTY WITHIN THE DISTRICT.**

RESOLUTION NO. 4866

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, LEVYING 100% IF THE COST FOR STREET MAINTENANCE AND IMPROVEMENTS DISTRICT NO. 1 FOR FISCAL YEAR 2019-2020, AND ASSESSING ALL PROPERTY WITHIN THE DISTRICT.

WHEREAS, in 1994, pursuant to 7-12-4401 *et seq.* Montana Code Annotated (MCA), the City of Livingston enacted Ordinances Nos. 1778 and 1779 which authorized the creation of street maintenance districts and by providing the method of doing the maintenance and of paying for the maintenance; and

WHEREAS, the City created Street Maintenance District No. 1 which encompassed the entire jurisdictional limits of the City of Livingston; and

WHEREAS, pursuant to 7-12-4405 MCA, the City Commission enacted Ordinance Nos. 1877, 1890 and 1973 authorizing the City to improve streets, avenues and alleys within the maintenance district so that the maintenance would be of a durable and continuing benefit; and

WHEREAS, the City’s will levy and assess 100 percent of the costs for improvements and maintenance of streets and alleys against each parcel of land within said district for that part of the cost which its assessable area bears to the assessable area of the district which such parcel is located exclusive of streets, avenues, alleys and public places; and

WHEREAS, the City Commission finds that all parcels of property located within the district will be benefitted from said street and alley improvements and maintenance as all residents of the City use said public ways; and

WHEREAS, a list of all parcels of property to be assessed within said district which contain the name of each parcel owner and the amount to be levied and assessed thereon is on file and open for public inspection in the office of the City of Livingston, 414 East Callender Street, Livingston, Montana; and

WHEREAS, pursuant to 7-12-4427, MCA, the City Commission will meet on July 16th, 2019, at 5:30 p.m. to hear all objections which may be made to such assessment or any part thereof and may adjourn from time to time for that purpose and may by resolution modify such assessment in whole or in part.

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

That Street Maintenance District No. 1 is defined as including each and every parcel of property located in the City of Livingston, including all annexations thereto.

BE IT FURTHER RESOLVED that the City Commission hereby levies and assesses for Fiscal Year 2019-2020 100% of the cost of improving and maintaining streets and alleys in Street Maintenance District No. 1 in the amount of \$1,028,707 against each and every parcel of land within said district for that part of the cost which its assessable area bears to the assessable area of the entire district exclusive of streets, avenues, alleys and public places, all as set forth in the list of all parcels of property in said district which contains the name of each parcel owner and the amount levied thereon. A copy of said list is on file and open for public inspection in the office of the City of Livingston, 414 East Callender Street, Livingston, Montana.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 16th day of July, 2019.

DOREL HOGLUND, Chair

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

JAY PORTEEN
City Attorney

Exhibit A – Public Notice

NOTICE

A public hearing will be held by the City Commission of Livingston, Montana, on July 16th, 2019, at 5:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana on **RESOLUTION No. 4853** entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO SPECIFY THE ASSESSMENT OPTION FOR STREET MAINTENANCE AND IMPROVEMENTS DISTRICT NO. 1 FOR FISCAL YEAR 2019-2020, LEVY AND ASSESS ALL PROPERTY WITHIN THE DISTRICT.** All interested persons are invited to attend the public hearing, to make comments or make objections to said assessments. For additional information, contact the City of Livingston at 414 East Callender Street, Livingston, MT 59047, or by phone at 823-6001.

Please publish June 13, 2019 and June 21, 2019.

Faith Kinnick
City of Livingston

Item Attachment Documents:

- G. RESOLUTION NO. 4867- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING THE RATE FOR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE AMOUNT OF \$2 PER MONTH PER RESIDENTIAL CUSTOMER TO BECOME EFFECTIVE JULY, 2019 AND CALLING FOR A PUBLIC HEARING.**

RESOLUTION NO. 4867

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING THE RATE FOR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE AMOUNT OF \$2 PER MONTH FOR RESIDENTIAL CUSTOMER TO BECOME EFFECTIVE JULY 2019 AND CALLING FOR A PUBLIC HEARING.

WHEREAS, 7-14-4105, Montana Code Annotated (MCA), provides that the City has the power to regulate the collection and disposal of solid wastes; and

WHEREAS, 7-14-4106, MCA, provides that the City Commission may levy the costs of the removal and disposition of solid wastes as a special charge against property from which the solid waste was deposited; and

WHEREAS, by Resolution No. 4579, effective for the July 2015 billing cycle, the City Commission increased residential rates by 2% and commercial rates by 2%; and

WHEREAS, annual cost of living increases are necessary to keep pace with the national and state economy and corresponding increased expenditures; and

WHEREAS, since the last increase, the City continues to experience increases in operating expenses in its costs of collecting and disposing of solid wastes; and

WHEREAS, the collection and disposal of solid waste is operated as an enterprise fund, i.e. the costs of providing the service are paid through user charges; and

WHEREAS, an increase in the amount of \$2 in the rate structure for residential customers is necessary to offset the increased operating expenses of the City; and

WHEREAS, the proposed rates for residential users are set forth in Exhibit A which is attached hereto and incorporated by this reference as though fully set forth herein; and

WHEREAS, that a public hearing was held by the City Commission at 5:30 p.m. on July 16th, 2019, at which time the public is invited to attend and comment on its intent to increase the solid waste rate for its customers in the amount of \$2 to become effective with the July, 2019 bill.

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

That the City Commission increases the monthly base rate for the collection and disposal of solid waste in the amount of \$2 for residential customers to become effective with the July, 2019 bill.

BE IT FURTHER RESOLVED that Notice, attached hereto as Exhibit B and incorporated herein by reference, be published in accordance with law.

BE IT FURTHER RESOLVED that Notice, attached hereto as Exhibit C, and incorporated herein by reference be mailed to each customer.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 16th day of July, 2019.

DOREL HOGLUND, Chair

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

JAY PORTEEN
City Attorney

Exhibit A- Residential Solid Waste Rate Changes**RESIDENTIAL SOLID WASTE RATES**

| CUSTOMER | CURRENT MONTHLY RATE PER CAN | \$2.00 INCREASE |
|---------------------------|-----------------------------------------|------------------------|
| RESIDENTIAL BLUE CANS | \$17.92 | \$19.92 |
| MULTI FAMILY - BLACK TUBS | \$15 + \$15 per Unit | \$17 + \$15 per Unit |

Exhibit B- Public Notice**NOTICE**

Notice is hereby given that the Livingston City Commission will conduct a public hearing in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on July 16th, 2019, at 5:30 p.m. on **Resolution No. 4855**, entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO INCREASE THE RATE FOR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE AMOUNT OF \$2 PER MONTH PER RESIDENTIAL CUSTOMER TO BECOME EFFECTIVE JULY, 2019 AND CALLING FOR A PUBLIC HEARING**. All interested persons are invited to attend the public hearing, to make comments or make objections thereto. For additional information contact the City of Livingston Finance Department at 110 South B Street, Livingston, MT, 59047, or by phone at 222-1142.

Please publish twice at least 6 (six) days apart, and posted with copies made available to the public.

**COMBINED NOTICE OF PUBLIC HEARINGS ON
PROPOSED RATE INCREASES FOR WATER AND
SOLID WASTE EFFECTIVE JULY 2019**

Notice is hereby given that the City Commission of Livingston, Montana, will conduct public hearings on Resolutions 4854, 4855, & 4856 in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on July 16th, 2019, at 5:30 p.m. of its intent to increase the Water Rate in the amount of 3% (approximately 37¢ to \$1.12 for residential customers, depending on the amount of water consumed by the customer), the residential Solid Waste rate in the amount of \$2.00, and impose a recycling fee of \$1 per month for residential customers and \$2 per month for commercial customers (see attached schedules). The public is invited to attend and comment on the proposed rate increases. For further information, contact the City of Livingston Finance Department at 110 South B Street, Livingston, MT, 59047, or by phone at 222- 1142.

Please mail at least 7 days and no more than 30 days prior to the hearing to each customer including an estimate of the amount the customer’s average bill will increase.

*Water Minimum Charge \$ 12.76 per month, plus \$2.84
per 1000 gallons*

| Gallons | Current | 3% | Difference |
|---------|---------|---------|------------|
| 0 | \$12.39 | \$12.76 | \$0.37 |
| 1000 | \$15.16 | \$15.60 | \$0.44 |
| 2000 | \$17.92 | \$18.44 | \$0.52 |
| 3000 | \$20.69 | \$21.28 | \$0.59 |
| 4000 | \$23.45 | \$24.12 | \$0.67 |
| 5000 | \$26.21 | \$26.96 | \$0.75 |
| 6000 | \$28.98 | \$29.80 | \$0.82 |
| 7000 | \$31.74 | \$32.64 | \$0.90 |
| 8000 | \$34.51 | \$35.48 | \$0.97 |
| 9000 | \$37.27 | \$38.32 | \$1.05 |
| 10000 | \$40.04 | \$41.16 | \$1.12 |

RESIDENTIAL SOLID WASTE RATES

| CUSTOMER | CURRENT MONTHLY RATE PER CAN | \$2.00 INCREASE |
|---------------------------|------------------------------|----------------------|
| RESIDENTIAL BLUE CANS | \$17.92 | \$19.92 |
| MULTI FAMILY - BLACK TUBS | \$15 + \$15 per Unit | \$17 + \$15 per Unit |

**CITY OF LIVINGSTON
RECYCLING FEE**

| CUSTOMER TYPE | FEE AMOUNT PER MONTH |
|---------------|----------------------|
| RESIDENTIAL | \$1.00 |
| COMMERCIAL | \$2.00 |

Item Attachment Documents:

- H. RESOLUTION NO. 4868- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTABLISHING A RECYCLING FEE TO BE PART OF THE SOLID WASTE FEE FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON SOLID WASTE SYSTEM.**

RESOLUTION NO. 4868

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO CREATING A RECYCLING FEE TO BE PART OF THE SOLID WASTE FEE FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON SOLID WASTE SYSTEM

WHEREAS, the City of Livingston operates solid waste services as an enterprise funds, i.e. that the cost of providing the services to the general public on a continuing basis are financed or recovered through user charges and are not supported by the general tax levy; and

WHEREAS, 69-7-101 *et seq.* Montana Code Annotated (MCA), authorizes increases in utility rates when deemed necessary by the City Commission; and

WHEREAS, recycling of glass is provided to the citizens of Livingston at no charge and the Commission finds that this service is desired by and beneficial for the citizens of Livingston, and Livingston is the only municipality in the State of Montana that provides for the recycling of glass and the cost to the city of glass recycling is not covered by the current fees; and

WHEREAS, a recycling fee of \$1/month for residential users and \$2/month for commercial users will cover the cost of glass recycling,

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

The City Commission of the City of Livingston, Montana held a public hearing by the City Commission at 5:30 p.m. on July 16, 2019, at which time the public was invited to attend and comment on its intent to create a user recycling fee of \$1/month for residential users and \$2/month for commercial users to become effective for solid waste services starting July 2019, to be billed in August 2019; and

BE IT FURTHER RESOLVED that Notice, attached hereto as Exhibit A and incorporated herein by reference, be published in accordance with law, and a copy of this Resolution be mailed to the Montana Consumer Counsel as required by 69-7-111(5) MCA.

BE IT FURTHER RESOLVED that Notice, attached hereto as Exhibit B, and incorporated herein by reference be mailed to each customer in accordance with law.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 19th day of June, 2018.

DOREL HOGLUND- Chair

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

JAY PORTEEN
City Attorney

Exhibit A- Public Notice

NOTICE

Notice is hereby given that the Livingston City Commission will conduct a public hearing in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on July 16, 2019, at 5:30 p.m. on **Resolution No. 4856**, entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO CREATE A RECYCLING FEE TO BE PART OF THE SOLID WASTE FEE FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON SOLID WASTE SYSTEM**, resulting in an increase of approximately \$1/month for residential users and \$2/month for commercial. All interested persons are invited to attend the public hearing, to make comments or make objections thereto. For additional information contact the City of Livingston Finance Department at 110 South B Street, Livingston, MT, 59047, or by phone at 222-1142.

Please publish June 14, 2019, June 28, 2019 and July 12, 2019.

Faith Kinnick

City of Livingston.

**COMBINED NOTICE OF PUBLIC HEARINGS ON
PROPOSED RATE INCREASES FOR WATER AND
SOLID WASTE EFFECTIVE JULY 2019**

Notice is hereby given that the City Commission of Livingston, Montana, will conduct public hearings on Resolutions 4854, 4855, & 4856 in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on July 16th, 2019, at 5:30 p.m. of its intent to increase the Water Rate in the amount of 3% (approximately 37¢ to \$1.12 for residential customers, depending on the amount of water consumed by the customer), the residential Solid Waste rate in the amount of \$2.00, and impose a recycling fee of \$1 per month for residential customers and \$2 per month for commercial customers (see attached schedules). The public is invited to attend and comment on the proposed rate increases. For further information, contact the City of Livingston Finance Department at 110 South B Street, Livingston, MT, 59047, or by phone at 222-1142.

Please mail at least 7 days and no more than 30 days prior to the hearing to each customer including an estimate of the amount the customer’s average bill will increase.

*Water Minimum Charge \$ 12.76 per month, plus \$2.84
per 1000 gallons*

| Gallons | Current | 3% | Difference |
|---------|---------|---------|------------|
| 0 | \$12.39 | \$12.76 | \$0.37 |
| 1000 | \$15.16 | \$15.60 | \$0.44 |
| 2000 | \$17.92 | \$18.44 | \$0.52 |
| 3000 | \$20.69 | \$21.28 | \$0.59 |
| 4000 | \$23.45 | \$24.12 | \$0.67 |
| 5000 | \$26.21 | \$26.96 | \$0.75 |
| 6000 | \$28.98 | \$29.80 | \$0.82 |
| 7000 | \$31.74 | \$32.64 | \$0.90 |
| 8000 | \$34.51 | \$35.48 | \$0.97 |
| 9000 | \$37.27 | \$38.32 | \$1.05 |
| 10000 | \$40.04 | \$41.16 | \$1.12 |

RESIDENTIAL SOLID WASTE RATES

| CUSTOMER | CURRENT MONTHLY RATE PER CAN | \$2.00 INCREASE |
|---------------------------|------------------------------|----------------------|
| RESIDENTIAL BLUE CANS | \$17.92 | \$19.92 |
| MULTI FAMILY - BLACK TUBS | \$15 + \$15 per Unit | \$17 + \$15 per Unit |

**CITY OF LIVINGSTON
RECYCLING FEE**

| CUSTOMER TYPE | FEE AMOUNT PER MONTH |
|---------------|----------------------|
| RESIDENTIAL | \$1.00 |
| COMMERCIAL | \$2.00 |

Item Attachment Documents:

- I. **RESOLUTION NO. 4869- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, CHANGING THE NAME OF ELM LANE WITHIN THE BROOKSTONE SUBDIVISION TO BROOKLINE STREET.**

RESOLUTION NO. 4869

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS CHANGING THE NAME OF ELM LANE WITHIN THE BROOKSTONE SUBDIVISION TO BROOKLINE STREET.

WHEREAS the City street running north and south through the Brookstone Subdivision was originally named Elm Lane because it aligns with the existing Elm Lane to the north in Green Acres; and

WHEREAS, no addresses have been assigned along this street as all of the lots are still vacant; and

WHEREAS, the purpose of renaming the street is to allow for the orderly assignment of addresses in a manner that will not conflict with those already existing on Elm Lane within Green Acres.

WHEREAS, a public hearing was held by the City Commission at 5:30 p.m. on July 16th, 2019, at which time all interested persons were invited to attend and comment on its intent to change the name of Elm Lane, within the Brookstone Subdivision, to Brookline Street.

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

The portion of Elm Lane, within the Brookstone Subdivision, is hereby renamed to Brookline Street, as depicted in Exhibit A, attached hereto and incorporated by this reference as though fully set forth herein.

PASSED AND ADOPTED by the City Commission of the City of Livingston, Montana, this 16th day of July, 2019.

DOREL HOGLUND- Chair

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK – Recording Secretary

JAY PORTEEN – City Attorney

“EXHIBIT A”



Item Attachment Documents:

J. ORDINANCE NO. 2079 ESTABLISHING ONE HOUR PARKING GRANITE SPORTS MEDICINE.

ORDINANCE NO. 2079

AN ORDINANCE OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE NO. 2036 AND CHAPTER 9, ARTICLE IV OF THE LIVINGSTON MUNICIPAL CODE ENTITLED "PARKING, STOPPING, AND STANDING" AND SPECIFICALLY SECTION 9-243 BY ESTABLISHING A ONE (1) HOUR RESERVED PARKING SPACE IN FRONT OF "GRANITE SPORTS MEDICINE" AND PROVIDING FOR A PENALTY FOR VIOLATION.

Preamble.

The purpose of this Ordinance is to provide for the public health, safety and welfare by designating one reserved parking space for Granite Sports Medicine and to provide a monetary fine for enforcement.

WHEREAS, Granite Sports Medicine provides therapeutic and rehabilitative services for citizens with physical impairment or disabilities often requiring the use assistive devices or mobility aids such as crutches, canes, wheelchairs; and

WHEREAS, the City Commission believes it is in the best interests of the citizens to establish a one reserved parking spaces for Granite Sports Medicine in furtherance of the services provided; and

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

SECTION 1

That Section 9-243 of Chapter 9 of the Livingston Municipal Code is hereby amended, with additions shaded in gray and deletions struck through, as follows:

Section 9-243 Restricted Parking Zones - Reserved Spaces for Handicapped or Disabled Persons - Reserved Parking Space for Granite Sports Medicine.

A. Definitions:

1. For the purpose of this section, " special parking spaces" are defined as on street

parking spaces reserved for disabled persons who were issued a permit, license plate, or placard by the State of Montana in accordance with MCA 49- 4- 302 Montana Code Annotated (MCA) which entitles a person to park a motor vehicle in a special parking space reserved for a person with a disability, whether on public property or on private property available for public use, when the person for whom the permit was issued is using the special parking space to enter or exit the vehicle.

2. "Special reserved parking spaces" are defined as restricted on street parking spaces reserved for the personal use of a disabled person(s) who has been issued a special parking permit by the State of Montana under MCA 49- 4- 301(1).

B. Special Parking Spaces:

Any person requesting an on -street special parking space shall make written application to the Public Works Department using a form provided by the City. The application shall state the name and address of the applicant, the location of the requested space and the reason for the request. All eligible applications will be reviewed by City staff and submitted to the City Commission for approval.

1. The following factors will be taken into consideration and used as criteria in approving signs for special parking spaces on public streets:

- a. Existing parking problems in the area where the sign is being requested.
- b. Overall availability of parking in the area where the sign is being requested.
- c. The availability of reasonably accessible and practicable off street parking in close proximity to the area where the sign is being requested.
- d. The nature and use of the adjacent buildings.
 - i. The requested space must comply with applicable regulations and legal mandates in terms of dimensional requirements and location as specified in 49- 4- 302 MCA as follows:

In accordance with subsection (2) of 49- 4- 302 MCA, the governing body of a city, town, or county or appropriate state agency may impose all, but not less than all, of the following requirements with respect to any special parking space constructed after September 30,

1985, and reserved for a person with a disability or a permit holder on ways of this state open to the public, as defined in 61- 8- 101:

a) The space must be located on a smooth, level surface as near as practicable to building entrances or walkways that have curb cuts and appropriately designed ramps and access lanes to accommodate wheelchairs.

b) If parallel to curbside, the parking space must be separated from an adjacent space, either in the front or the rear, by at least 5 feet of striped no -parking area.

c) If at an angle to curbside, the parking space must be at least 8 feet wide and free of obstruction if located at the end of a line of angle parking spaces, and each other angle parking space designated for a person with a disability must be at least 13 feet wide.

d) A parking space reserved for a person with a disability must be designated by a sign showing the international symbol of accessibility, indicating that a permit is required, and stating the penalty for a violation. In order to meet the penalty statement requirement, signs existing on October 1, 1993, must have attached a decal stating the penalty for a violation. The sign must be attached to a wall or post in a way that it is not obscured by a vehicle parked in the space.

This section shall not limit the City from exercising its own discretion in establishing special parking spaces on public streets at other locations as deemed appropriate and as approved by the City Commission.

2. Once approved by the City Commission, the special parking space must be designated by a sign showing the international symbol of accessibility, indicating that a permit is required, and having a decal stating the penalty for a violation. The sign must be attached to a wall or post in a way that is not obscured. The parking space shall be in compliance with any other applicable regulations legal mandates in terms of dimensional requirements and location.

3. A special parking space may be removed, as approved by the City Commission, if there is a change in the circumstances such that the parking space shall no longer be appropriate under the criteria referred to herein.

C. Special Reserved Parking Space:

A disabled person may request an on street special reserved parking space restricted for their personal use in a residential area outside of the two- hour parking zone. The application shall be made in writing to the Public Works Department using a form provided by the City. The application shall state the name and address of the applicant, the location of the requested space, the reason for the request, and list the license number(s) of the vehicle(s) authorized to use the space.

All eligible applications will be reviewed by City staff and submitted to the City Commission for approval. If the City Commission approves the personalized special parking space, the applicant will be notified and shall submit a non-refundable \$50 fee to pay for the installation of the sign. The sign will be installed after payment of the fee. The criteria for designating an on street special reserved parking space restricted for the personal use of disabled persons outside of the two-hour parking zone shall be as follows:

- a. The applicant must show that (1) they operate a vehicle(s), registered under MCA 61-3-332(9) or MCA 61-3-458(3) (b) or (3) (1), that displays a specialty inscribed license plate issued by the state of Montana to disabled persons and displaying a wheelchair symbol or the letters " DV" issued to disabled veterans or; (2) they possess a permit issued under MCA 49- 4- 301(1) and MCA 49- 4-304.:. A copy of the vehicle registration or permit must accompany the application;

- b. The requested special reserved parking space must be adjacent to the applicant's permanent residence.
- c. No more than one special reserved parking space shall be provided to any one individual, or more than one special reserved parking space provided per dwelling unit.
- d. No more than two vehicles may be designated as being authorized to use the space.
- e. No reserved parking space shall be provided within the downtown Two -Hour Parking Zone, as identified in Section 9- 246 of this chapter.
- f. No reserved parking space shall be provided if reasonably accessible and practicable off street parking exists at the requested location.
- g. The requested space must be able to comply with the requirements of 49-4-302(4) MCA as follows: In accordance with subsection (2) of 49-4-302 MCA, the governing body of city, town, or county or appropriate state agency may impose all, but not less than all, of the following requirements with respect to any special parking space constructed after September 30, 1985, and reserved for a person with a disability or a permit holder on ways of this state open to the public, as defined in 61- 8- 101:
 - i. The space must be located on a smooth, level surface as near as practicable to building entrances or walkways that have curb cuts and appropriately designed ramps and access lanes to accommodate wheelchairs.
 - ii. If parallel to curbside, the parking space must be separated from an adjacent space, either in the front or the rear, by at least 5 feet of striped no -parking area.
 - iii. If at an angle to curbside, the parking space must be at least 8 feet wide and free of obstruction if located at the end of a line of angle parking spaces, and each other angle parking space designated for a person with a disability must be at least 13 feet wide.

iv. A parking space reserved for a person with a disability must be designated by a sign showing the international symbol of accessibility, indicating that a permit is required, and stating the penalty for a violation. In order to meet the penalty statement requirement, signs existing on October 1, 1993, must have attached a decal stating the penalty for a violation. The sign must be attached to a wall or post in a way that it is not obscured by a vehicle parked in the space.

iii. Once approved by the City Commission, the special reserved parking space must be designated by a sign displaying the license plate number(s) of the vehicle(s) authorized to park in the special reserved parking space and stating the penalty for violation. The sign must be attached to a wall or post in a way that is not obscured.

iv. Reapplications to maintain a special reserved parking space must be made by December 31st of each year. A fee of \$5.00 is required with each reapplication. If the reapplication is not received by December 31st, the person will be notified by mail and an application form shall accompany such notice. The sign will be removed if the reapplication is not received within 30 days.

4. If a person who has been provided a special reserved parking space moves to a new residence within the City limits, and a space is needed for the new residence, the City will relocate the sign to the new location without additional fee if the City is promptly notified of the change of address and provided that the new address is in a residential area outside of the 2 -hour parking zone. 5. A special reserved parking space shall promptly be removed if there is a change in the circumstances such that the parking space shall no longer be appropriate under the criteria referred to herein.

D. Granite Sports Medicine Reserved Parking Spot. The City Commission hereby establishes and designates a reserved parking zone for Granite Sports Medicine exclusive use 24 hours per day, 365 days per year, in front of the Granite Sports Medicine building, 315 South Main Street, Livingston, Montana.

Effective Date:

This Ordinance will become effective 30 days after the second and final adoption.
PASSED by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the 16th day of July, 2019.

DOREL HOGLUND- CHAIR

ATTEST:

FAITH KINNICK
Recording Secretary

PASSED, ADOPTED AND APPROVED by the City Commission of the City of Livingston, Montana, on second reading at a regular session thereof held on the 5th day of August, 2019.

DOREL HOGLUND- CHAIR

ATTEST:

APPROVED TO AS FORM:

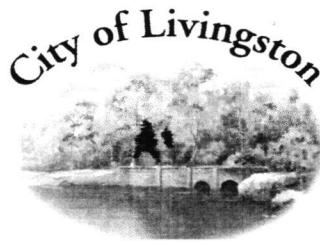
FAITH KINNICK
Recording Secretary

JAY PORTEEN
City Attorney

Item Attachment Documents:

K. PUBLIC HEARING- NORTHTOWN ZONING CHANGE REQUEST FROM RII TO RIII.

Michael Kardoes
City Manager
citymanager@livingstonmontana.org
(406) 823-6000 Phone



Chair
Dorel Hoglund
Vice Chair
Quentin Schwarz
Commissioners
Mel Friedman
Warren Mabie
Melissa Nootz

June 21, 2019

City Manager
414 East Callender Street
Livingston, MT 59047

The City Zoning Commission makes the following recommendation to the City Commission:

Recommend **approval** of the North Town zone change from R2 to R3.

The Staff Report upon which this recommendation is based is attached.

Please note that the City has received a protest petition containing 8 of 9 eligible signatures. Therefore, a super-majority of 4 votes will be required for the City Commission to approve this zone change.

Sincerely,

Jim Woodhull
Recording Secretary

May 2, 2019

STAFF REPORT
ZONE MAP AMENDMENT
5.6-acre portion of Lot 3, Subdivision Plat No. 253
NorthTown

Background

Northtown Livingston, LLC, owner of Lot 3, Subdivision Plat No. 253, is requesting a zone change for a 5.6-acre portion of this property. It is currently zoned Medium Density Residential (RII) and they wish to change it to High Density Residential (RIII). They would like to develop fourteen four-plex buildings on this parcel.

Findings of Fact

The Livingston Zone Map Amendment application requires that the applicant answer the following questions by letter to the Zoning Commission: (Answers in italics)

- 1) What reasons prevent you from using this property for any of the uses allowed under the existing zoning?

Existing zoning for the proposed subdivision (R2) allows for single family or duplex home construction. We propose 4-plex construction for the 5.6-acre parcel in Phase 3. 4-plex construction is the minimal size possible for quality, cost-effective apartment construction, enabling NorthTown Livingston LLC to provide rental housing at reasonable pricing. A change in zoning from R2 to R3 will accomplish this purpose.

It is important to note that there is NO change in density with the zone change request. The present R2 zoning could allow for approximately the same number of duplex units without the zone change request. Rental duplexes may be of compromised architectural quality while meeting all building codes due to construction economics.

- 2) Why is there a need for the intended use of the property at this location?

Extensive research and analysis from a variety of Livingston sources tells us that the City of Livingston is in critical need of adequate rental housing. Our proposal will only begin to fill that need by taking 5.6 acres, or 4.3% of the existing 132+ acres of property for the creation of 14 4-plex units, totaling 56 apartments. Construction of these apartments would require R3 zoning.

- 3) How will the public interest be served if this application is granted?

The public interests in the City of Livingston includes adequate, affordable housing for its residents. Adequate rental housing is lacking in the city, nor does any proposed or pending planned development fully address this critical need.

According to the U. S. Census Bureau, the estimated population growth rate for the City of Livingston is 1.3% per year, adding approximately 85 new residents annually. Using known Montana average birth and death rates, we have also estimated that there is an approximate net gain of 36 residents annually within the City's existing population.

Thus, 121 new residents annually 85+36 would likely require 40-60 housing units annually to keep pace with existing growth. Many of these new residents will be in need of short-term and long-term rental housing. In addition, it is likely that the high cost of housing in Bozeman, and the obvious desirability of Livingston as a fine place to live and to raise a family will increase housing demand over both the short and long term.

In addition, 4-plex construction is a more favorable outcome for nearby residents, as an allowable duplex rental solution (under existing zoning) will result in a greater number of structures, and less than desirable architectural and construction adjustments to create a product that is economically viable.

The Montana Code Annotated establishes the following test which is to be used by municipal governing bodies when zoning or rezoning land*

“LOWE” TEST FOR ZONING OR REZONING

1. Is the proposed rezoning designed in accordance with the Growth Policy?

The Growth Policy does not directly address planned locations for RIII zones. It does, however, recognize this area as logical residential growth area as it was annexed and zoned RII in 2008. The Growth Policy has as an objective “Address affordable housing needs”.

2. Will the proposed rezoning secure safety from fire, panic, and other dangers?

Yes. Building and Fire Codes will address this at the time of construction.

3. Will the proposed rezoning promote health and general welfare?

Yes. Health, sanitation, building and fire codes would all apply to new construction.

4. Will the proposed rezoning facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements?

Yes. All of the above public requirements can be facilitated.

5. Will the proposed rezoning provide adequate air and light?

Yes. Current building code requirements are assumed to provide “adequate” air and light.

6. What is the likely effect on motorized and non-motorized transportation systems?

Developing vacant land will increase both motorized and non-motorized traffic. By annexing the subject property, the city has previously determined that the existing street network is able to accommodate the development of this area. The real question is the density of that development. Because this proposal is not seeking to maximize the R3 density potential, it is unclear whether the traffic impact will be significantly different than the existing option of maximizing the current R2 density.

7. Does the proposed zone change promote compatible urban growth?

Yes. The area in question is residential. There are areas throughout the city where R2 and R3 zones are adjacent to each other. The differences in allowable density have been shown to be compatible.

8. Does the proposed rezoning give reasonable consideration to the character of the district and its suitability for particular uses?

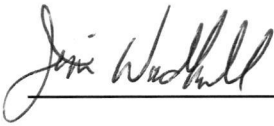
Yes. This area is a large vacant parcel adjacent to the Palace Addition. The palace addition is primarily zoned RII however, there are several blocks that are zoned RIII where apartments and a church exist. RII and RIII zoning are not seen as incompatible.

9. Will the proposed rezoning conserve the value of buildings and encourage the most appropriate use of land throughout the City?

Yes. The property is currently vacant. The Growth Policy encourages the use of available lots inside the City where utilities and services can be more easily provided.

Staff Recommendation

Based upon the findings of fact section of this report, the City Planning Staff feels that it is appropriate for the Zoning Commission to recommend to the City Commission that they **approve** the zone change request.



Jim Woodhull
Director of Building/Planning

Item Attachment Documents:

- A. ORDINANCE NO. 2080- AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY REZONING A 5.6- ACRE PARCEL DESCRIBED AS LOT 3, SUBDIVISION PLAT 253 FROM MEDIUM DENSITY RESIDENTIAL (R2) TO HIGH DENSITY RESIDENTIAL (R3).**

ORDINANCE NO. 2080

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY REZONING A 5.6-ACRE PARCEL DESCRIBED AS LOT 3, SUBDIVISION PLAT 253 FROM MEDIUM DENSITY RESIDENTIAL (R2) TO HIGH DENSITY RESIDENTIAL (R3).

Purpose

The purpose of this Ordinance is to promote public health, safety and general welfare of the City by regulating the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population, and the location and use of buildings, structures, and land for trade, industry, residence or other purposes.

WHEREAS, Northtown Livingston, LLC, owners of a 5.6-acre parcel described as Lot 3, Subdivision Plat 253, have petitioned the City of Livingston to re-zone said property from Medium Density Residential (R2) to High Density Residential (R3); and

WHEREAS, The Livingston Zoning Commission has reviewed the proposed zone change for compliance with the Lowe Test for rezoning of property; and

WHEREAS, the Zoning Commission, after the public hearing, has recommended to the City Commission that the zone change from Medium Density Residential (R2) to High Density Residential (R3) be approved.

NOW THEREFORE, BE IT ORDAINED by the Livingston City Commission that Sec. 30.13 of the Livingston Municipal Code entitled Official Zoning Map, be and the same is hereby amended as follows:

SECTION 1

Rezoning of a 5.6-acre parcel described as Lot 3, Subdivision Plat 253, from Medium Density Residential (R2) to High Density Residential (R3):

That a 5.6-acre parcel described as Lot 3, Subdivision Plat 253, on file and of record in the office of the Clerk and Recorder of Park County, Montana, is rezoned from Medium Density Residential (R2) to High Density Residential (R3).

SECTION 2

Statutory Interpretation and Repealer:

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

SECTION 3

Severability:

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

SECTION 4

Savings provision:

This ordinance does not affect the rights or duties that mature, penalties and assessments that were incurred or proceedings that begun before the effective date of this ordinance.

SECTION 5

Effective date:

This ordinance will become effective 30 days after the second reading and final adoption.

PASSED by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the _____ day of July, 2019.

DOREL HOGLUND – Chair

ATTEST:

FAITH KINNICK
Recording Secretary

PASSED ADOPTED, AND APPROVED by the City Commission of the City of Livingston, Montana, on second reading at a regular session thereof held on the _____ day of August, 2019.

DOREL HOGLUND – Chair

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

JAY PORTEEN
City Attorney

Item Attachment Documents:

- A. RESOLUTION NO. 4872- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING (MOU) WITH PARK COUNTY AND MONTANA STATE UNIVERSITY-EXTENSION (MSUE) TO CREATE AN MSU-EXTENSION AGENT (ECONOMIC & COMMUNITY DEVELOPMENT) POSITION WITHIN LIVINGSTON AND PARK COUNTY, FOR A PERIOD OF 24 MONTHS, BEGINNING FEBRUARY 1, 2019.**

RESOLUTION NO. 4872

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING (MOU) WITH PARK COUNTY AND MONTANA STATE UNIVERSITY- EXTENSION (MSUE) TO CREATE AN MSU-EXTENSION AGENT (ECONOMIC & COMMUNITY DEVELOPMENT) POSITION WITHIN LIVINGSTON AND PARK COUNTY, FOR A PERIOD OF 24 MONTHS, BEGINNING FEBRUARY 1, 2019.

WHEREAS, the City of Livingston, Park County and Montana State University Extension believe that a partnership could result in long term economic development success and increased community leadership for the City of Livingston and Park County; and

WHEREAS, the City Commission approved a previous MOU with Park County and Montana State Extension Office for the creation of an economic and community development position on December 18, 2012 by Resolution No. 4336; and

WHEREAS, MSU Extension has a successful track record in economic and community development in other Montana Locations; and

WHEREAS, through the Memorandum of Understanding, attached hereto as “Exhibit A” and incorporated into this resolution by reference as though fully set forth herein, the Extension Service makes available to the City of Livingston an Economic & Community Development Agent for a term of 24 months; and

WHEREAS, Park County will contribute to MSUE 62% or \$50,000.00 and the City of Livingston will contribute to MSUE 38% or \$30,000.00 of the budgeted costs of staffing and operating the program; and

WHEREAS, the MSU Extension Agent will seek to improve the communities’ status in Local Wealth, Business Climate, Business Health and Vitality and Workforce while providing analysis regarding progress, successes and community status.

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

The City Manager is hereby authorized to enter into and sign the Memorandum of Understanding with Park County and Montana State University Extension.

Dated this _____ of July, 2019.

DOREL HOGLUND- CHAIR

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

JAY PORTEEN
City Attorney



Memorandum of Agreement
between
Park County, the City of Livingston, MT,
and
Montana State University Extension

This agreement is entered into in good faith by Park County, the City of Livingston and Montana State University Extension (MSUE) (the partnership) whereby the following are hereby mutually agreed:

1. The MSUE Community Development Program (the program), based in Livingston, Park County, Montana will be staffed and operated by MSUE in partnership with Park County and the City of Livingston.
2. Minimum funding required for the program to exist will support 1.0 FTE Economic & Community Development staff and sufficient funding to support the operations of the position and its activities.
3. In brief, the primary focus of the Economic & Community Development Agent are those activities critical to the stability and prosperity of communities and the local economy:
 - a. Development of community infrastructure and capacity to advance human and social capital necessary for economic enhancement;
 - b. Pro-actively identifying, gathering, and applying resources necessary to the success of local business activity;
 - c. Business development, including creation, expansion, retention, and attraction.
4. MSUE will hire a qualified agent (faculty) for the position, in accordance with MSUE policies and practices. Pending funding availability from the partners, an MSUE support staff employee will be hired; FTE to be determined.
5. MSUE will fund all expenses related to the search for this position. The City of Livingston and Park County will participate in the MSUE-established search process, including providing input regarding candidate evaluation, acknowledging that final selection is up to MSUE.
6. Park County will provide to MSUE 62% and the City of Livingston will provide to MSUE 38% of the budgeted costs of staffing and operating the program; a budget document is attached as "Appendix A". MSUE will invoice Park County and the City of Livingston on a monthly basis.
7. Agent salary will be commensurate with experience within the limitations of the funds provided to the partnership. Future salary amounts and raises will be determined within the policies of the State of Montana, MSUE, and will be subject to availability of the partnership funds.
8. If the agent should terminate position, the City of Livingston and Park County are expected to pay the annual and sick leave payout costs on a proportionate basis. This would either be funded out of existing fund balance or invoiced to the city and county as appropriate.
9. The person occupying this position shall be an employee of Montana State University and is subject to the same terms of employment, supervision and control as any other similarly employed faculty of MSUE.
10. Annually, the Economic & Community Development Agent will submit a report to MSUE, Park County, and City of Livingston that details of progress, program successes and provides analysis regarding the community's status. Attached as "Appendix B" is a mutually agreed upon list of performance measurements, which will guide MSUE's employee evaluation.

Western Region

*Montana State University,
U.S. Department of
Agriculture and Montana
Counties Cooperating.
MSU Extension is an equal
opportunity/affirmative
action provider of
educational outreach.*

Dan Lucas

P.O. Box 666
Phillipsburg, MT 59858
www.msuextension.org

Tel (406) 274-8969
Email daniel.lucas@montana.edu

11. The initial term of this agreement is 24 calendar months from February 1, 2019. From the end of the initial term of agreement, the agreement will continue until one of the partners provides 180 days written notice to the other partners.

Mike Kardoes, City Manager, City of Livingston

Date

Steve Caldwell, Chair, Park County Board of Commissioners

Date

Clint Tinsley, Park County Board of Commissioners


Date

Bill Berg, Park County Board of Commissioners

Date

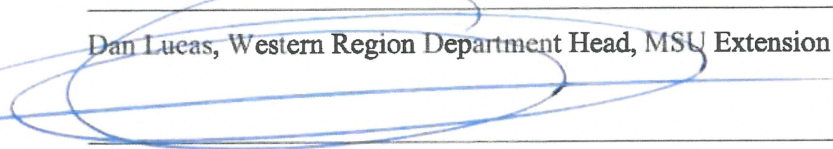
Mary Anne Keyes, Chair, MSU Park County Extension

Date

 2019.04.26 16:44:23 -06'00'

Dan Lucas, Western Region Department Head, MSU Extension

Date


4/26/19

Dr. Cody Stone, Director, MSU Extension

Date

Appendix A

BUDGET

This budget details the City of Livingston and Park County contributions and the estimated cost of the position.

| Contribution | | Amount |
|---------------------|--------------------|----------------|
| | Park County | \$50,000 |
| | City of Livingston | \$30,000 |
| Total Contribution: | | \$80,000 |
| | | |
| Budget | | |
| | Salary | Up to \$54,019 |
| | Benefits | Up to \$24,081 |
| | Cell Phone | \$900 |
| | Travel | \$1000 |
| Total Expenses: | | \$80,000 |

Appendix B

MSU Extension proposes to measure the success of this position by actual performance. The agent will take into account and report on the following metrics:

- Success and demonstrated progress in identifying and addressing community and economic development needs in Livingston and rural communities in Park County, including Wilsall, Clyde Park, Gardiner, and Cooke City
- Case-specific information (innovations & initiatives)
- Demonstrated success in project-based grant writing and management
- Number of new private sector jobs created through ED program (stated as FTE)
- Progress toward infrastructure development (i.e., sewer, water) in communities with need

Item Attachment Documents:

- B. RESOLUTION NO. 4870- AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH THOMAS, DEAN & HOSKINS ENGINEERING, INC. (TD&H) FOR GENERAL ENGINEERING SERVICES FOR FISCAL YEARS 2020-2021.**

RESOLUTION NO. 4870

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH THOMAS, DEAN & HOSKINS ENGINEERING, INC. (TD&H) FOR GENERAL ENGINEERING SERVICES FOR FISCAL YEARS 2020-2021.

WHEREAS, following a Request for Qualifications (“RFQ”) and subsequent rating process of prospective engineering proposals, the City of Livingston's Administration selected Thomas, Dean & Hoskins Engineering, Inc. ("TD &H "), of Great Falls, Montana, with an office in Bozeman, Montana, to provide engineering services for Fiscal Years 2020-2021, and is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, by Resolution No. 4599, the Livingston City Commission authorized the City Manager to sign an addendum to the Professional Services Agreement with TD&H that extended the Professional Services Agreement with TD &H Engineering through June 30, 2019; and

WHEREAS, the Professional Services Agreement which sets forth the terms and conditions for TD&H to provide general engineering services for Fiscal Years 2020-2021 and is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the City now desires to have TD&H undertake professional engineering services on an as requested basis and TD&H desires to provide the engineering services for the City; and

WHEREAS, the City Manager is ready and willing to sign the Professional Services Agreement with TD&H upon the City Commission’s approval.

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

The Professional Services Agreement between the City and Thomas, Dean & Hoskins Engineering, Inc. is hereby approved. The City Manager is authorized to sign and enter into the Professional Services Agreement with TD&H on behalf of the City of Livingston, Montana, which is hereto as Exhibit B.

PASSED, ADOPTED AND APPROVED by the City Commission of the City of Livingston, Montana, at a regular session thereof held on the 16th day of July, 2019.

DOREL HOGLUND- CHAIR

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

JAY PORTEEN
City Attorney



REQUEST FOR QUALIFICATIONS
FOR ENGINEERING SERVICES

CITY OF LIVINGSTON, MONTANA
**REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL ENGINEERING SERVICES**

I. GENERAL

I.A – Introduction and Background

The City of Livingston is soliciting statements of qualifications (SOQ's) from engineering firms to provide general City engineering services.

The City maintains approximately 72.00 miles of improved and unimproved streets and alleys. In addition, the City constructs, maintains, and operates municipal water distribution, sewer collection, waste water treatment, storm water collection and solid waste utilities.

The City also operates and maintains a local parks and trails system including one Community Park (Sacajawea Park) and 11 several smaller neighborhood parks.

I.B – Objective

To provide contract engineering services and to act as an extension of City of Livingston staff, to provide municipal services for residents, businesses, governmental agencies and other uses within and around the City of Livingston.

I.C – The Engineer of Record (EOR) Potential Scope of Services to the City of Livingston

The City will direct the consultant to provide engineering assistance in two ways:

1. Miscellaneous Services
2. Task-based Services

A brief description of each is provided below.

Miscellaneous Services. The City of Livingston may require general engineering services from their EOR for day to day issues. This may include, but not limited to the following:

1. Attend City Commission meetings-The EOR will be expected to attend at least one non-project related City Commission meeting on an annual basis to provide general updates on the miscellaneous and task based services they are currently working on.
2. Capital Improvement Plan (CIP) Development and Implementation
3. Subdivision and Land Development Review
4. Project Management and Administration
5. Contract Administration

6. Engineering Support for other Departments
7. Grant Writing Assistance
8. Utilities Master Planning
9. Review of City rate structures
10. Preparation of standards, codes and regulations.
11. Act as a liaison to the Department of Environmental Quality and other state and federal agencies as required
12. Meet with the public in small and large groups to discuss city public works projects, policies, practices and outstanding or upcoming issue

For general service tasks, the EOR will provide basic services to the City on an as-needed basis unless other arrangements or agreements are made as dictated by the contract.

Task-Based Services. The EOR may be directed to undertake specific projects for the City that have a finite scope of work, are relatively larger in scale, or for any other reason the City wishes to assign the work on a task-basis to the EOR. In these cases, the assignment of work will follow the general process described below:

1. The Public Works Director (PWD) or City Manager (CM), will describe a task or need to the EOR for a specific project.
2. The EOR will prepare a simple proposal describing the scope of work, the EOR will provide, a proposed fee, and an estimated project timeline.
3. The City of Livingston (COL) will review the EOR proposal. If appropriate, the proposal will be presented to the City Manager and City Commission (Commission) with a professional services contract.
4. The CM/Commission/PWD may choose to accept the proposal as is, reject the proposal, or negotiate a change of scope or fee with the EOR.
5. Once approved, the EOR will track the task order with an independent project number separate from general service activities.
6. The City may assign task orders to the EOR as needed. The City will reserve the right to issue a general RFP for specific projects if they desire to have expanded competition, specialized expertise, or if the EOR elects to not accept a request for a specific work order. The City will maintain the necessary autonomy to ensure that the public interest is served the best.
7. The award of a contract to the EOR does not guarantee that the selected firm will be assigned any or all City projects.

The City intends to undertake a number of projects over the next few years. These projects may include, but are not limited to the following:

1. Annual replacement/construction of 3 to 6 blocks of street, water, sewer, curb and gutter, storm water and/or street light replacement.
2. Projects addressed in the Strategic Plan, such as West Side Water Loop, Sewer I&I Study, Centennial Lift Station Rehabilitation, Storm Sewer

Improvements

3. Utility Rate Studies
4. Updating City of Livingston Design Standards and Subdivision Regulations
5. Construction of separated grade rail road crossing (advisory capacity only).

The City of Livingston requires the EOR to include the following information in all invoices for Miscellaneous and Task Based Services. This includes: Resolution Number (if applicable), Project Name and Number, Billed and Unbilled Service Totals, Project Phasing with Personnel and Equipment costs with hours, rates and totals, Project Invoicing Summaries with Total budgeted amount, Billed to date and Remaining Balance. An example of the invoice will be provided to the selected EOR.

I.D – EOR Selection Process

The City will utilize the following general selection process in determining the most qualified and best consultant to serve as the EOR.

1. Interested consultants will provide written statements of qualifications (SOQ's) to the City based on the guidelines and information in this RFQ.
2. Consultants shall be duly licensed and certified to perform the professional services by the State of Montana.
3. A selection committee, containing the Public Works Director, Building and Planning Director, and other Administrative Staff plus a third party member will review and rank all SOQ's based upon the criteria established in this RFQ.
4. All consultants are required to comply with the provisions of Montana Code Annotated and Livingston Municipal Code.
5. Additional evaluation steps may include, but not be limited to, an interview, a review of the firm's engineering fee structure, a check of references, etc.
6. Based on the findings of the committee, a recommendation will be made to the City Commission to award a professional services contract to the successful firm.
7. The City will then proceed to negotiate a contract with the selected consultant; with a term of two (2) years, with an option upon mutual consent to renew for additional terms.
8. If an agreement cannot be reached with the selected consultant, the next ranked consultant will be contacted to negotiate an agreement, and so forth.
9. The City reserves the right to reject any and all proposals at any time, waive minor informalities in the screening process and/or terminate the selection process at any time.

II. SELECTION CRITERIA

The City will screen and rank the SOQ's based on the criteria outlined in this section.

The City may then complete additional evaluations on the remaining consultants

such as a review of the firm's engineering fee schedule, participation in an interview process, etc. Using a combination of the information provided in the SOQ and the additional information received from the finalists, the selection panel will make a final choice and recommendation to the City Commission to award the professional services contract to the most qualified consultant.

A brief description of the primary selection criteria is provided below:

II.A – Proximity of firm to Livingston

The City wishes to work closely with the selected firm and desires fast and effective service. The consultant should address how they will provide effective service and how they will address travel costs and travel time issues. The City is anticipating to engage with a consultant and a project team located within a two hour drive from the City limits.

II.B – References

The selection committee may perform reference checks for each candidate. A minimum of three (3) municipal clients in Montana where similar or related work was performed must be provided. References where the consultant has served as the EOR are preferred. References should also be able to describe the firm's responsiveness, availability, and ability to complete municipal projects in a timely and orderly manner.

II.C – Experience serving as EOR for the City of Livingston.

- Experience in the role of EOR for the City of Livingston will be considered positively. Proof of an understanding of the role of EOR and a track record of effectively providing this service is preferred. Demonstrated qualifications of the individual who will serve as the City's contract City Engineer and assurance of his/her continual involvement throughout the term of the contract.

II.D – Experience serving as EOR for other municipalities.

- Experience in the role of EOR for other municipalities will be considered positively. Knowledge and previous experience related to the function and delivery of municipal utilities, project management, and utilities master planning. Proof of an understanding of the role of EOR and a track record of effectively providing this service is preferred.

II.E – Consultant's understanding and approach and quality of the SOQ.

This selection criteria will allow the selection committee to award points based on the quality of the SOQ, the consultant's understanding of the City's needs, understanding of the City's infrastructure, and the consultant's approach to the work, consultant's previous experience, or any other quality about the consultant's proposal that sets it apart from any others.

II.F – Consultants description of how/where they will establish a web-based interface for the purpose of tracking all COL projects including miscellaneous and task related activities. Describe and provide an example of a web-based interface for informing and tracking progress of all COL miscellaneous and task based projects. Please include information on the frequency of updates and example on how the information will be presented.

II.G – Qualifications of Professional Personnel to be assigned to the project (Project Team)

Describe the proposed project team for the EOR contract. Describe who will be the key contacts and leaders of the team. Discuss who will interact with City Staff and the organizational structure that will be proposed for the EOR. Discuss subcontractors that will be available to the City and why their services are important. Individuals' experience and their experience on this team will be taken into consideration.

II.H – Capability to meet time and budget requirements including present and projected workload

It is important that the selected EOR be capable of responding to the City's needs in a timely manner, complete projects on time, and be an efficient resource for the City. The SOQ should provide a detailed explanation on the consultants approach to ensuring that the City's needs will be prioritized and met by their firm. This should address situations that occur outside of normal business hours.

A summary of the selection criteria points is provided in the following table:

SELECTION CRITERIA SUMMARY

| Selection Criteria | Relative Weight |
|--------------------------------------------------|-----------------|
| III.A Location of firm | 5 |
| III.B References | 10 |
| III.C Livingston Experience | 15 |
| III.D EOR Experience | 15 |
| III.E Understanding and Approach; Quality of SOQ | 20 |
| III.F Web-based Project Updates | 10 |
| III.G Qualifications of Personnel | 10 |
| III.H Time, Budget, Workload | 15 |
| Total | 100 |

III. SUBMISSION REQUIREMENTS

Each consultant must submit proposals to the City by no later than May 16, 2019 at 2:00 p.m.

Proposals must be clearly marked "Professional Engineering Services Statement of Qualifications" and be directed to:

City of Livingston
Office of the Finance Director
110 South B Street
Livingston, MT 59047

FAXED, ELECTRONIC OR E-MAIL COPIES WILL NOT BE ACCEPTED.

Each consultant must submit five (5) copies of their SOQ in sealed envelopes.

REQUIRED CONTENT OF THE PROPOSAL

The proposal should be concise, well organized and demonstrate the firm's qualifications and experience applicable to the scope of services. The proposal shall be limited to 20 one-sided pages (8.5"x11"), inclusive of cover letter, resumes, and graphics.

The following describes the information that should be submitted by each firm or individual:

1. Cover Letter
2. Scope of Understanding and Firm or individual Qualifications
3. Resume of relevant knowledge, skills and experience
4. Client List
5. Rate Schedule

Cover Letter:

The submittal should include a letter describing the firm or individual's interest in providing the requested services. The person authorized by the firm to negotiate a contract with the City, or the individual, shall sign the cover letter. Include the name, phone number, and e-mail address of the contact person for the proposal process.

Scope of Understanding and Firm Qualifications

The submittal should include a description of the firm or individual's understanding of the requested City functions and a narrative, including complete information about the firm or individual and their ability to perform the work described in the Scope of Services. This section shall address the following topics:

1. Brief history of the firm or individual, including key personnel.
2. Names and resumes of all personnel that will be assigned to this contract.
3. Organization chart of project personnel.
4. Description of experience (firm or individual) doing similar work.
5. Description of project management system used to track project tasks, deliverables, and expenditures.
6. Statement of contract understanding.
7. Indicate the primary contact between the firm and City.

Client List:

The submittal should include a current client list, including the agency name and the name, title and telephone number of the primary contact.

Rate Schedule:

The submittal should include an hourly rate schedule for each individual or personnel category and each sub-consultant assigned to perform the duties per the scope of services.

ALL cost to be incurred and billed to the City of Livingston, including labor, equipment, materials, overhead, and profit shall be included within the firm or individual team's rate schedule.

IV. LIMITATIONS

This RFQ does not commit the City of Livingston to paying any costs incurred by consultant in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof. Further, the City of Livingston reserves the right to:

- Accept or reject any and all submittals received as a result of this RFQ at any time;
- Negotiate with qualified consultants;
- Cancel the RFQ, in part or in whole, if it is determined to be in the best interest of the City to do so;
- Waive minor irregularities and formalities in the RFQ submittals;
- Seek further SOQ's for engineering design and construction services contracts, in whole or in part;
- The City reserves the right to seek clarification on any point in any SOQ at any phase of the selection process;

No guarantee of work, financial obligation, or other assurance is made to any respondent of this RFQ whether selected or not for the role of EOR.

V. INSURANCE REQUIREMENTS

Each firm, by the submission of an SOQ, understands and agrees that the award of a contract shall be contingent upon the successful applicant providing the City with proof of the following insurance coverage:

1. Liability insurance in the amount of \$1,500,000.00 or greater, as follows:
 - a. Comprehensive commercial general liability insurance, including personal injury liability, blanket contractual liability and broad-form property

damage liability coverage. The following minimum limits are required: Aggregate - \$1,500,000.00; Products - \$1,500,000.00; Personal & Advertising Injury - \$1,500,000.00; each occurrence - \$750,000.00.

- b. Commercial automobile liability insurance as a result of death or bodily injury to any persons, or destruction of or damage to any property arising out of the ownership, maintenance or use of any owned, non- owned or hired motor vehicle with limits of not less than \$1,500,000.00 per occurrence. All coverage shall be on an occurrence basis and not on a claim made basis.
 - c. Workers compensation and unemployment insurance coverage as required by law with a waiver of subrogation in favor of City including Employer's liability coverage with limits of not less than \$1,500,000.00 per occurrence; **OR**, alternatively, the Engineer shall provide documentation establishing to City's satisfaction that the Engineer is exempt from Worker's Compensation and unemployment insurance coverage pursuant to 39-71-401(3) and 39-51-204(2), MCA.
2. Professional liability insurance, including errors and omissions, with limits of not less than \$750,000.00 per occurrence and \$1,500,000 policy aggregate.
 3. The following inclusions to the engineer's certificate of insurance shall be made:
 - a. Waiver of transfer of rights of recovery against others to City.
 - b. It is agreed that this insurance is primary to and non-contributory with any insurance maintained by City.
 - c. The General Liability Coverage and Automobile Liability shall include endorsements for additional insured, naming the "CITY OF LIVINGSTON" its elected officials, employees, agents and volunteers as an additional insured. The additional insured endorsement shall be attached to the certificate of insurance.
 - d. The additional insured shall contain a severability of interest provision in favor of the City and a Waiver of Subrogation in favor of City.
 - e. All required coverage shall be written with companies that have at least an AmBest rating of B+VII.
 - f. All insurance shall provide a 30 day notice of cancellation or material change.

VI. FALSE OR MISLEADING STATEMENTS

If the review committee feels, at any time, that a consultant's SOQ contains false or misleading statements, references, or any other matter which does not support a function, attribute, capability, or condition as stated by the firm or firms submitting, the submittal shall be rejected, regardless of the status or the phase of the selection process.

VII. PRE-PROPOSAL CONFERENCE

There will not be a pre-submittal conference for this SOQ.

The City requests that firms respect the busy schedules of City staff and not seek to hold personal meetings or make other efforts to spend time with staff and administration at the City prior to submitting an SOQ.

VIII. ADDITIONAL QUESTIONS/REQUESTS FOR INFORMATION

Questions regarding this RFQ or the planned projects should be addressed to:

City of Livingston
Public Works Director
330 East Bennett Street
Livingston, MT 59047
(406) 222-5667
(406) 223-6565
[-sholmes@livingstonmontana.org](mailto:sholmes@livingstonmontana.org)

IX. AWARD OF CONTRACT

Promptly upon making the final determination of ranking, the City will proceed to negotiate a contract with the top ranked firm. If negotiations are not successful after 14 calendar days the City may choose to negotiate with the second ranked firm submitting a proposal, and so forth, until a contract is negotiated.

The City reserves the right, as its sole discretion, to end negotiations at any time and at any stage in the process, and to not award a contract to any firm.

All firms not selected will be notified by the City of its decision.



Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Ordinance/Resolution No: 4870

Requested by: Michael J. Kardoes, City Manager

Date of First Consideration/Status: 7/16/19

Purpose of Legislation: Authorize the City Manager to sign a Professional Services Agreement with TD&H Engineering for professional engineering services for fiscal years 2020 and 2021.

Statutory Authority/Reference: N/A

Background: The City of Livingston advertised for qualifications for Professional Engineering Services for the City’s term contract on April 16th 2019. The Requests for Qualifications were opened on May 9th 2019. Two engineering companies submitted packets. Qualifications were reviewed by three city employees and one county employee. Results from reviewers were compiled and TD&H received the highest score.

| Engineering Services Scores | | |
|-----------------------------|------------|------------|
| Reviewer | TD&H | WET |
| Jim Woodhull | 87 | 72 |
| Shannon Holmes | 87 | 70 |
| Mathew Whitman | 98 | 80 |
| Parks Frady | 89 | 79 |
| Total | 361 | 301 |

Staff Recommendation: Approval of the Professional Services Contract

Fiscal Impact: N/A

Regulatory Impact (local): N/A

Attachments:

- Request for Qualifications
- Professional Services Contract
- Reviewer scores

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the **24 day of June, 2019**, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 414 East Callender Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and THOMAS, DEAN & HOSKINS, INC., a Montana corporation with its principal office located at 1800 River Drive North, Great Falls, Montana 59401 (hereinafter referred to as the “Engineer”; and together with the City, the “Parties”).

RECITALS:

- A. The City is seeking an engineer to provide general engineering services to the City for fiscal years 2019-2020, 2020-2021, on an as-requested basis.
- B. The Engineer is engaged in the business of professional engineering, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the services the City requires and is ready, willing and able to undertake and perform the services 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. CONTRACT TERM. This Agreement will become effective as of the date and year first above written and it will expire at 11:59 p.m. on June 30, 2021.
3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Engineer agrees that all hiring will be on the basis of merit and qualifications and that the Engineer will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

4. NATURE OF RELATIONSHIP.

- a. The Engineer states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Engineer shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Engineer has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Engineer shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor. Because Engineer is an independent contractor, Engineer is not entitled to any workers compensation or any benefit of employment with the City.

- b. The Engineer 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 Engineer in performance of this Agreement.

- c. The Engineer, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned entities and persons have the authority to legally bind or otherwise obligate the City to any third person or entity.

5. ENGINEER’S SERVICES. Engineer shall provide services as requested by the City. The work will be either “Task Based Services” or “Miscellaneous Services” (the Tasked Based Services and the Miscellaneous Services are sometimes collectively referred to in this Agreement as the “Services”), which Services include normal civil, structural, electrical and mechanical engineering services and normal architectural services incidental thereto. Engineer will develop a scope of work for all Task Based Services which will form the basis of Engineer’s work plan, cost estimate and schedule. The aforementioned scope of work will be submitted to the City for review and approval.

With respect to the Miscellaneous Services, Engineer will perform work as requested on an on-call basis.

6. COMPENSATION.

- a. For the satisfactory completion of the Services to be performed, the City will pay the Engineer an hourly rate for time spent on each project, as well as mileage, equipment and other charges at the rates set forth on the schedule attached hereto and incorporated herein as **Exhibit A**. The Parties agree the rates set forth in **Exhibit A** are subject to change at the beginning of the Engineer’s new fiscal year for each and every year this Agreement remains in effect. Engineer shall provide the City with a new rate schedule at the beginning of each fiscal year, and the newest rate schedule shall be incorporated into this document and made a part hereof upon the effective date of the rate schedule. Notwithstanding the foregoing, the Parties agree any and all Miscellaneous Services provided by engineer Keith Waring shall be billed at the fixed and nonadjustable rate of One Hundred Thirty-Nine and No/100 Dollars (\$139.00) per hour.
- b. The Engineer shall submit an invoice every month if it has provided the City with Services during the preceding month. The invoices will include charges for the Services actually performed during the associated billing period. The invoices shall include, at a minimum, the following information: (i) a clear description of the tasks performed; (ii) identification of the project with which all charges are associated; (iii) the contracted dollar amount for the Services, if applicable; (iv) the Services completed to date for the associated project; and (v) the Services that remain to be completed for the associated project. Each invoice shall be accompanied by a monthly summary that provides the following information: (i) all current projects; (ii) the estimated dollar amount of the total project costs for each project; (iii) the amount the City has paid to date on each project; and (iv) the amount the City will likely pay to complete each project shown on that month’s invoice.
- c. In connection with obtaining payment under this Agreement, Engineer agrees to familiarize itself with, and agrees to be bound by, the City’s claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Engineer assumes responsibility for the late filing of a claim.
- d. In the event the Engineer seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Engineer must

seek prior written authorization from the City before such expenditure is incurred. If the Engineer fails to obtain prior written authorization, the Engineer shall not be entitled to payment for the unauthorized work, materials or services.

7. PERIODIC MEETINGS. The Parties agree to meet at least one (1) time every four (4) months during the term of this Agreement. Each such meeting is expected to last between one (1) and two (2) hours and Engineer agrees its representatives will attend the meetings at no charge to the City. The meetings shall be attended by, at a minimum, the Engineer's leadership team and the City's Public Works Director.
8. ONLINE PROJECT UPDATES. Engineer shall donate maintain a website that will provide the general public with updates and information regarding projects for which the Engineer has provided services and that have been completed and are ongoing in the City of Livingston. The website shall be: (a) a standalone page that can be reached by a link on the City's webpage and the Engineer's webpage; and (b) jointly-owned by the Parties with the Engineer acting as the host. Both the City and the Engineer shall have the ability to update content on the site; provided, however, the City shall have final decision-making authority on the site's content.
9. CONFLICT OF INTEREST. The Engineer covenants and agrees it has no direct or indirect interest, and will not acquire any direct or indirect interest, in any project for which Engineer provides Services that would in any manner or degree effect or interfere with Engineer's performance of this Agreement. The Engineer further covenants and agrees it will not employ any person who has such a direct or indirect interest.
10. ENGINEER'S RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES. The Engineer represents and warrants as follows:
 - a. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services.
 - b. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, performance and furnishing of the Services.
 - c. It has reviewed and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.

- d. In connection with the Services, it will exercise the standard of care that is ordinarily used by members of the Engineer's profession practicing under similar conditions at the same time and in the same locality.
11. OWNERSHIP OF DOCUMENTS. All data, information, work in progress, documents, reports, and intellectual property developed in connection with any work under this Agreement, both in hard-copy form and as may be embodied on computer diskettes or similar information recording and storage media, is deemed the City's property and, upon request, shall be delivered to the City. Following the City's acceptance of materials described in this paragraph, the City shall indemnify and hold Engineer harmless for any changes or revisions to the plans and related documents the Engineer prepares under this Agreement that are made without Engineer's knowledge and written consent.
12. TERMINATION OF THIS AGREEMENT.
- a. If the City fails to substantially perform in accordance with the terms of this Agreement, the Engineer 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 Engineer to cure the failure to perform. If the City fails to cure its failure to perform within the 10-day cure period, the Engineer shall provide the City with a written notice to terminate this Agreement. The Engineer 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 Engineer is at fault for the City's nonpayment.
- b. The City may terminate this Agreement upon not less than thirty (30) days prior written notice to Engineer. If the City terminates this Agreement for a reason other than fault of the Engineer, the Engineer shall receive compensation for the work/services performed prior to termination, together with reasonable expenses incurred up to the date of termination.
13. LIMITATION OF LIABILITY. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and consultants, to City and anyone claiming by, through, or under City for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to

the Services or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or consultants shall not exceed the total compensation received by Engineer under this Agreement. Similarly, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the City and the City's officers, directors, members, partners, agents, employees, and consultants, to Engineer and anyone claiming by, through, or under Engineer for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Services or the Agreement from any cause or causes, including but not limited to the negligence, strict liability, breach of contract, indemnity obligations, or warranty express or implied of City or City's officers, directors, members, partners, agents, employees, or consultants shall not exceed the total compensation received by Engineer under this Agreement.

14. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, City shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused solely by any negligent act or omission of City or City's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the City with respect to this Agreement or to the Services. Similarly, to the fullest extent permitted by law, Engineer shall indemnify and hold harmless City and its officers, directors, members, partners, agents, employees, and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused solely by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Engineer with respect to this Agreement or to the Services.

- 15. INSURANCE. In addition to any other insurance which Engineer may choose to carry, the Engineer shall, at its sole expense, maintain in effect during the performance of this Agreement all of the following insurance: (a) workers’ compensation as required by state law; (b) comprehensive commercial general liability insurance, including personal injury liability, automobile, blanket contractual liability and broad-form property damage liability coverage with a single limit of \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$5,000,000 excess/umbrella liability; (c) professional liability with a limit of \$1,000,000 per claim and \$1,500,000 aggregate made against Engineer for errors or omissions in the performance of this Agreement. Engineer’s certificates of insurance are attached hereto and incorporated herein as **Exhibit B**. Any certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage.

- 16. COMPLIANCE WITH LAWS. The Engineer agrees it will comply with all federal, state and local laws, rules and regulations.

- 17. SURVIVAL. All express representations, indemnifications, or limitations of liability made in or given in this Agreement shall survive completion of the Services or the termination of this Agreement for any reason.

- 18. FORCE MAJEURE. The Parties shall not hold each other responsible for damages or delay in the performance of this Agreement caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other’s employees and agents.

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

City: City of Livingston
Attn: Shannon Holmes
330 Bennett Street
Livingston, Montana 59047

Engineer: TD&H Engineering
Attn: Keith Waring, P.E.
234 East Babcock Street, #3

Bozeman, Montana 59715

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

20. 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.
21. 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.
22. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties.
23. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
24. 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.
25. 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 Engineer or the City from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

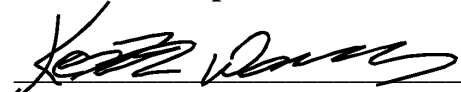
- 26. VENUE. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue under this Agreement.
- 27. GOVERNING LAW. This Agreement shall be governed by the law of the State of Montana without respect to its conflicts of law principles.
- 28. LIAISON. The designated liaison with the City is Shannon Holmes, who can be reached at (406) 222-5667. The Engineer’s liaison is Keith Waring, who can be reached at (406) 586-0277.
- 29. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the state of Montana, without regard to its conflicts of law principles.
- 30. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used -- If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

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

CITY OF LIVINGSTON

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

Michael Kardoes



Name: Keith Waring

Its: Vice Principal/Director

[Exhibit A]

[Rate Schedule]



2019 RATE SCHEDULE BOZEMAN OFFICE

FEE COMPENSATION

TD&H Engineering's hourly billing rates for 2019 are provided in the adjacent table. We invoice for services rendered to a project to the nearest half hour.

We will invoice all direct project costs at their actual cost plus 10%. Examples of these costs include airfare, ground transportation, lodging, meals, shipping and express mail, outside reproduction services, and other direct costs required for the project.

Outside contract services including subconsultants, subcontractors, and drilling services will be invoiced at cost plus 10% to cover additional insurance and administrative fees.

| DIRECT REIMBURSABLES | |
|-----------------------------------------------|-------------|
| Vehicle Use: Passenger Vehicle Mileage | \$0.70/mile |
| Survey – Global Positioning | |
| Daily Rate: | \$500.00 |
| Hourly Rate: | \$80.00 |
| Minimum Charge: | \$160.00 |
| Survey – Total Station | |
| Daily Rate: | \$100.00 |
| Hourly Rate: | \$20.00 |
| Nuclear Densometer | |
| Half Day Rate: | \$30.00 |
| Full Day Rate: | \$60.00 |
| Survey – Robotic Total Station | |
| Hourly Rate: | \$30.00 |
| Computer w/software | |
| CAD Hourly Rate: | \$10.00 |
| Non-CAD Hourly Rate (for ½ of direct time): | \$3.00 |
| Reproduction | |
| Copy Machine: | \$0.10/page |
| CAD Plotter (In-house) | |
| Black and White: | \$0.30/SF |
| Color: | \$0.90/SF |
| Mylar: | \$3.00/SF |
| Concrete Testing | |
| Compressive Strength per Cylinder: | \$25.00 |

| DESCRIPTION | HOURLY RATE | |
|-------------|-------------------------------------|----------|
| AA | Administrative Assistant | \$57.00 |
| AM | Administrative Manager | \$86.00 |
| GM | Grant Administrator | \$82.00 |
| LS1 | Surveyor's Assistant | \$62.00 |
| LS2 | Surveyor | \$70.00 |
| LS3 | Survey Party Chief | \$85.00 |
| LS4 | Project Surveyor | \$94.00 |
| LS5 | Registered Land Surveyor | \$114.00 |
| IH1 | Industrial Hygiene Technician I | \$70.00 |
| IH2 | Industrial Hygiene Technician II | \$89.00 |
| ENVS | Environmental Scientist | \$95.00 |
| LT1 | Lab Technician I | \$62.00 |
| LT2 | Lab Technician II | \$72.00 |
| CR1 | Construction Representative I | \$82.00 |
| CR2 | Construction Representative II | \$98.00 |
| CM | Construction Manager | \$120.00 |
| RPR3 | Resident Project Representative III | \$105.00 |
| RPRSR | Resident Project Representative Sr. | \$145.00 |
| LA | Landscape Architect | \$105.00 |
| LP | Certified Planner | \$140.00 |
| CLS | CMT Lab Supervisor | \$105.00 |
| CD1 | CAD Designer I | \$69.00 |
| GC | GIS/CAD Specialist | \$85.00 |
| CD2 | CAD Designer II | \$88.00 |
| CD3 | CAD Manager | \$102.00 |
| ET | Engineering Technician | \$105.00 |
| E1 | Engineer I | \$90.00 |
| E2 | Engineer II | \$98.00 |
| E3 | Engineer III | \$115.00 |
| E4 | Engineer IV | \$130.00 |
| E5 | Engineer V | \$148.00 |
| E6 | Engineer VI- Keith Waring | \$139.00 |
| P | Principal | \$195.00 |
| DCT | Deposition & Court Testimony | \$320.00 |

NOTES:

- 1) Construction Materials Testing per Separate Fee Schedule.
- 2) Overtime work (above 40 hours per week, or weekends) increase hourly rates by 25%, or per quotation.
- 3) Annual rate adjustments occur in January of each year. Increases typically range from 3% to 4%, and will be approved by the client prior to implementing.

[**Exhibit B**]

[**Certificates of Insurance**]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/

110

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

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

| | | |
|-------------------------------------------------------------------------------------------------------|---------------------------------------------------|------------------------------------|
| PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022 | CONTACT NAME: Nicole Larsen | |
| | PHONE (A/C, No, Ext): 770-552-4225 | FAX (A/C, No): 866-550-4082 |
| | E-MAIL ADDRESS: Nicole.Larsen@greyling.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : Sentinel Insurance Company | |
| | INSURER B : Hartford Casualty Ins. Co. | |
| INSURED Thomas, Dean & Hoskins, Inc. 1800 River Drive North Great Falls, MT 59401 | NAIC # | |
| | 11000 | |
| | 29424 | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |

COVERAGES **CERTIFICATE NUMBER: 18-19** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 20SBWPI6386 | 09/01/2018 | 09/01/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 20UEGAU8256 | 09/01/2018 | 09/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000 | | | 20XHGYH2417 | 09/01/2018 | 09/01/2019 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: On-Call Services

| | |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER City of Livingston Attn: Shannon Holmes 330 Bennett Street Livingston, MT 59047 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>D.H. Collins</i> |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



THOMDEA-01

RTYLINSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/YY) **6/24** **112**

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

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

| PRODUCER License # 0696870 HUB International Mountain States Limited 100 Park Drive S Great Falls, MT 59401 | CONTACT NAME: Rhonda Tylinski PHONE (A/C, No, Ext): (406) 453-1464 E-MAIL ADDRESS: rhonda.tylinski@hubinternational.com | FAX (A/C, No): (866) 801-0495 | | | | | | | | | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------|--------|---------------------------------------|--|-------------|--|-------------|--|-------------|--|-------------|--|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Montana State Fund</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Montana State Fund | | INSURER B : | | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Montana State Fund | | | | | | | | | | | | | | | |
| INSURER B : | | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED Thomas Dean & Hoskins Inc 1800 River Dr No Great Falls, MT 59401 | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------|--------------|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | | | GENERAL AGGREGATE | \$ |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ |
| | | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 030659239 | 7/1/2019 | 7/1/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: On-call services

| | |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER City of Livingston Attn: Shannon Holmes 330 Bennett St Livingston, MT 59047 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



THOMDEA-01

RTYLINSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/YY) **6/24** 113

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

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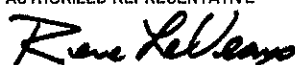
| | |
|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER License # 0696870 HUB International Mountain States Limited 100 Park Drive S Great Falls, MT 59401 | CONTACT NAME: Rhonda Tylinski PHONE (A/C, No, Ext): (406) 453-1464 FAX (A/C, No): (866) 801-0495 E-MAIL ADDRESS: rhonda.tylinski@hubinternational.com |
| INSURER(S) AFFORDING COVERAGE | |
| INSURER A : Continental Casualty Company | NAIC # 20443 |
| INSURED | |
| Thomas Dean & Hoskins Inc 1800 River Dr No Great Falls, MT 59401 | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ | |
| A | Professional Liab | | | AEH113825009 | 9/1/2018 | 9/1/2019 | Per Claim | 2,000,000 |
| A | Professional Liab | | | AEH113825009 | 9/1/2018 | 9/1/2019 | Aggregate | 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: On-call services

| | |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER City of Livingston Attn: Shannon Holmes 330 Bennett St Livingston, MT 59047 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Item Attachment Documents:

- C. RESOLUTION NO. 4871 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DESIGNATING SPECIFIC CITY EMPLOYEES WHO ARE AUTHORIZED TO ACQUIRE FEDERAL SURPLUS FROM THE STATE OF MONTANA FOR THE CITY OF LIVINGSTON, MONTANA.**

RESOLUTION NO. 4871

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DESIGNATING SPECIFIC CITY EMPLOYEES WHO ARE AUTHORIZED TO ACQUIRE FEDERAL SURPLUS FROM THE STATE OF MONTANA FOR THE CITY OF LIVINGSTON, MONTANA.

WHEREAS, the State of Montana, through the federal surplus program, makes available surplus property to local governments; and

WHEREAS, the City of Livingston, in order to acquire federal surplus must designate those employees who are authorized to act on behalf of the City to acquire federal surplus property; and

WHEREAS, Exhibit A attached hereto and incorporated into this resolution as though fully set forth herein sets forth the terms and conditions for acquiring federal surplus property as well as designated those employees who are authorized to acquire such property on behalf of the City of Livingston.

NOW, THEREFORE, be it resolved by the City Commission of the City of Livingston, Montana, as follows:

That the employees identified by Exhibit A are hereby authorized to acquire federal surplus property for the City of Livingston.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be submitted to the State of Montana Property and Supply Bureau and the same shall remain in full force and effect until written notice is given to the Property and Supply Bureau to change or rescind said authorization.

Dated this 16th day of July, 2019.

DOREL HOGLUND
Chairperson

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

JAY PORTEEN
City Attorney

State of Montana
Surplus Property Program
P O Box 200137
Helena, MT 59620-0137
(406) 444-9923

RESOLUTION

| | |
|---------------------------------------------------------------------------------------------------------|-----|
| (For Surplus Program Use) Donee #: _____ Approved to acquire: State: Yes No Federal: Yes No | 117 |
|---------------------------------------------------------------------------------------------------------|-----|

BE IT RESOLVED THAT: CITY OF LIVINGSTON

(Print Legal Name of Applicant Organization)

STREET ADDRESS: 414 E CALLENDAR ST City: LIVINGSTON MT 59047

MAILING ADDRESS: 110 S B ST City: LIVINGSTON MT 59047

PHONE NUMBER: (406) 222-1142 FAX NUMBER: (406) 222-6823

E-MAIL ADDRESS: PFETTERHOFF@LIVINGSTONMONTANA.ORG

by its Governing Board (or) by the Chief Administration Officer, if not governed by a board, shall obligate the Applicant and its funds to the extent necessary to comply with the TERMS and CONDITIONS listed on the reverse side of this form. **The employee(s) whose name(s) and signature(s) appears on this document is (are) authorized to acquire federal and/or state surplus property from the State of Montana Surplus Property Program for the above Applicant.**

BE IT FURTHER RESOLVED THAT this certified copy of the Resolution shall be submitted to the State of Montana, Surplus Property Program and the same remain in effect until written notice is given to the Surplus Property Program to change or rescind said Resolution.

CERTIFICATION: I, DOREL HOGLUND hereby certify that I am the
(Chairman of the Board (or) Administrative Officer)

CHAIRPERSON of the CITY OF LIVINGSTON
(Title) *(Full Legal Name of Governing Board)*

of the above applicant that the foregoing is

- (1) a true and correct copy of the Resolution adopted be the vote of the majority of said board present at a duly-convened
- (2) meeting of the said board on the _____ day of _____, 20____ at which a quorum was present.

OR

(2) an executive action taken by me on the 16TH day of JULY, 2019.

SIGNATURE: _____
(Chairman of the Board (or) Administrative Officer)

AGENTS AUTHORIZED TO ACQUIRE SURPLUS PROPERTY AND THEIR SIGNATURES (required)

| TYPE OR PRINT NAME: | SIGNATURE: | DEPARTMENT: | EMAIL ADDRESS: |
|----------------------------|------------|---------------------|------------------------------------------|
| 1. <u>PAIGE FETTERHOFF</u> | _____ | <u>FINANCE</u> | <u>PFETTERHOFF@LIVINGSTONMONTANA.ORG</u> |
| 2. <u>SHANNON HOLMES</u> | _____ | <u>PUBLIC WORKS</u> | <u>SHOLMES@LIVINGSTONMONTANA.ORG</u> |
| 3. _____ | _____ | _____ | _____ |
| 4. _____ | _____ | _____ | _____ |

FEDERAL SURPLUS PROPERTY TERMS AND CONDITIONS

118

(A) THE DONEE CERTIFIES THAT:

1. It is a public agency; or a nonprofit educational or public health institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1954; within the meaning of Section 203(J) of the Federal Property and Administrative Services Act of 1949, as amended and the regulations of the Administrator of General Services.
2. If a public agency; the property is needed and will be used by the recipient for carrying out or promoting for the residence of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, and including research for such purpose. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the state, except with prior approval of the state agency.
3. Funds are available to pay all costs and charges incident to donation.
4. This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964; Title VI, Section 606, of the Federal Property and Administrative Services Act of 1949, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; and Section 303 of the Age Discrimination Act of 1975, as amended.

(B) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

1. All such items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purpose(s) for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the state agency and, at the donee's expense, return such property to the state agency, or otherwise make the property available for transfer of disposal by the state agency, provided the property is still usable as determined by the state agency.
2. Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property listed hereon.
3. In the event the property is not so used or handled as required by (B)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(C) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT:

1. The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).
2. There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use, except for such items of major equipment, listed hereon on which the state agency designates a further period of restriction.
3. In the event the property is not used as required by (C) (1) and (2) and federal restrictions (B)(1) and (2) have expired then title and right to the possession of such property shall at the option of the state agency revert to the State of Montana and the donee shall release such property to such person as the a state agency shall direct.

(D) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

1. From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (B) and (C) above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the state, without the prior approval of GSA under (B) or the state agency under (C). The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property, when such action is authorized by GSA or by the state agency, shall be remitted promptly by the donee to GSA or the state agency, as the case may be.
2. In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, without the prior approval of GSA or the state agency, the donee, at the option of GSA or the state agency, shall pay to GSA or the state agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the state agency.
3. If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the state agency, and shall, as directed by the state agency, return the property to the state agency, release the property to another donee or another state agency or a department or agency of the United States, sell, or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the state agency.
4. The donee shall make reports to the state agency on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the state agency.
5. At the option of the state agency, the donee may abrogate the conditions set forth in (C) and the terms, reservations, and restrictions pertinent thereto in (D) by payment of an amount as determined by the state agency.

(E) THE DONEE AGREES TO THE FOLLOWING CONDITION, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

1. The property acquired by the donee is on an "as is," "where is" basis, without warranty of any kind.
2. Where a donee carried insurance against damages to or the loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations, or restrictions occurs, the state agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

(F) TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED, AND FIREARMS (REGARDLESS OF ACQUISITION COST).

1. The donation shall be subject to the terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

(G) IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO THE DEPARTMENT OR TO THE STATE AGENCY, SAID AGENCY SHALL HAVE THE RIGHT AND AUTHORITY TO WITHHOLD FURTHER TRANSFERS OF GOVERNMENT SURPLUS PROPERTY TO OUR INSTITUTION IF WE FAIL AT ANY TIME TO (A) ABIDE BY THE ABOVE TERMS AND CONDITIONS AND (B) PROMPTLY PAY JUST SERVICE AND HANDLING CHARGE FEES ASSESSED BY THE STATE AGENCY.

STATE OF MONTANA

ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; SECTION 606 OF TITLE VI OF THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, AS AMENDED; SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED; TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED; AND SECTION 303 OF THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED.

CITY OF LIVINGSTON

(Full legal name of applicant organization (hereafter called the donee))

hereby agrees that the program for or connection with any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 1016.2) issued under the provisions of title VI of the Civil Rights Act of 1964, as amended, Section 606 Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended and Section 303 of the Age Discrimination Act of 1974, as amended, to the end that no person in the United States shall on the grounds of race, color, sex, age, national origin, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and Hereby Gives Assurance That it will immediately take any measure necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

DATED: JULY 16, 2019

BY: _____
(Chairman of the Board (OR) Chief Administrative Officer)

Item Attachment Documents:

- A. CONSIDER TOPICS MENTIONED IN A PLANNING BOARD MEMO FOR ASSIGNMENT TO VARIOUS BOARDS OR COMMISSIONS.**

June 3, 2019

MEMORANDUM

TO: City Commission

FROM: City Planning Board

SUBJECT: Potential Topics for Advisory Boards

Commissioners,

The City Planning Board would like to bring to your attention the following list of topics that have been discussed in the past but have not, necessarily, been fully explored.

Large Format Retail (LFR) – The previous Planning & Zoning Board had been looking at and researching this topic for some time. The idea is essentially to provide more thorough regulation of retail establishments larger than a certain threshold size. These potential regulations would not only establish that threshold size but also determine the additional, or different, regulations governing their construction.

Gateway Overlay Zoning – This concept was actually incorporated into the City Growth Policy back in 2006. It was not, however, actually applied to any geographic area(s). These regulations would establish an overlay zoning district (originally expected to be near the interstate interchanges) where it was seen as beneficial to have more exterior design control over commercial development.

Vacation Rentals – The Planning and Zoning Board looked at this topic back in 2017. They held a listening session with the public and determined that no action was warranted at that time. With the ongoing concern about the affordability and availability of housing, this topic may need to be re-examined.

Planned Unit Development Options – This is a tool used by many local governments to allow a certain amount of variation to the existing subdivision and zoning regulations when designing a development. The idea is to provide for better design by clustering buildings to vary the density across the development while maximizing useable open space. Our regulations do not, currently, allow for Planned Unit Developments.

Re- examination of the Highway Commercial Zoning District. Are the allowable uses too broad? Do there need to be additional or different density parameters?

Please consider these topics in order to determine if you would like any specific action taken. If so, we would recommend that you determine the appropriate advisory board to

handle each issue and assign to them the work that the Commission wishes to be completed.

Thank you for consideration.