



# Livingston City Commission Agenda

December 19, 2023

5:30 PM

City – County Complex, Community Room

<https://us02web.zoom.us/j/86710576576?pwd=VWWhkNnlXY2VoeWVRMW80Z3VvekVmQT09>

Meeting ID: 867 1057 6576

Passcode: 062650

1. Call to Order

2. Roll Call

3. Public Comment

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

4. Consent Items

**A. APPROVAL OF MINUTES FROM 12/05/2023 REGULAR CITY COMMISSION MEETING PG.4**

**B. APPROVAL OF MINUTES FROM CLOSED SESSIONS ON 11/7/2023 AND 11/21/2023.**

**C. APPROVAL OF CLAIMS PAID FOR 11/30/2023 TO 12/13/2023 PG.14**

**D. APPROVAL OF CITY COURT FINANCIAL REPORT FROM JULY 2023 - OCTOBER 2023 PG.30**

**E. AGREEMENT 20052 WITH BOUNDTREE MEDICAL FOR INVENTORY MANAGEMENT SOFTWARE PG. 35**

**F. AGREEMENT 20053 WITH BRIDGER BOWL INC. FOR USE OF THE CIVIC CENTER PARKING AREA PG.44**

**G. AGREEMENT 20056 WITH TD&H FOR CITY ENGINEERING SERVICES PG.51**

**H. TRANSMITTAL OF FINDINGS OF REVIEW OF ZONING CODE AND GROWTH POLICY PG.75**

**I. AMENDMENT NO. 1 TO AGREEMENT 20012 WITH GMP CONSULTANTS PG.84**

5. Proclamations

6. Scheduled Public Comment

7. Public Hearings

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

8. Ordinances

9. Resolutions

- A. RESOLUTION 5123: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA UPDATING THE FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS PG.98**
- B. RESOLUTION 5124: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ORDERING A REFERENDUM ON THE CREATION OF A CITYWIDE SPECIAL DISTRICT RELATING TO A RECREATION FACILITY. PG.113**

10. Action Items

- A. PRESENTATION OF FY 2022-2023 AUDIT PG.122**
- B. GRANT AGREEMENT 20057 FOR ARPA FUNDING FOR SEWER I&I PROJECT PG.129**
- C. AGREEMENT 20054 WITH TD&H FOR PROJECT ENGINEERING PG.161**
- D. PUBLIC HEARING FOR HB 355 STATE-LOCAL INFRASTRUCTURE PARTNERSHIP PROGRAM PG. 193**
- E. APPROVAL OF CITY COMMISSION HANDBOOK PG.206**
- F. AGREEMENT 20055 WITH FOUR RANGES COMMUNITY RECREATION FOUNDATION PG.244**
- G. DISCUSSION ON CITY LOGO PG.253**

11. City Manager Comment

12. City Commission Comments

13. Adjournment

Calendar of Events

Supplemental Material

Notice

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

**File Attachments for Item:**

**A. APPROVAL OF MINUTES FROM 12/05/2023 REGULAR CITY COMMISSION MEETING**



# Livingston City Commission Minutes

December 05, 2023

5:30 PM

City – County Complex, Community Room

<https://us02web.zoom.us/j/81443496301?pwd=bEkwSjN4UHVVHQ2pEZmVZQTUvQis4QT09>

Meeting ID: 814 4349 6301

Passcode: 599622

## 1. Call to Order

Chair Nootz called the meeting to order at 5:31p

## 2. Roll Call

City Commission in attendance at start of meeting: Chair Nootz, Vice-Chair Kahle, Commissioner Friedman, and Commissioner Lyons.

Staff in attendance: City Manager Grant Gager, City Clerk Emily Hutchinson, Policy Analyst Greg Anthony, Acting Chief Wayne Hard

## 3. Public Comment

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

Public Comment was offered by:

- Lindie Gibson hopes the City keeps the current logo and just makes it one color.

## 4. Consent Items

- A. APPROVAL OF MINUTES FROM NOVEMBER 21, 2023, REGULAR CITY COMMISSION MEETING PG.4**
- B. APPROVAL OF CLAIMS PAID FOR 11.16.2023 to 11.29.2023 PG.20**
- C. CONSIDERATION OF AGREEMENT 20048 PG.27**

Motion to approve all consent agenda items was made by Vice-Chair Kahle and seconded by Commissioner Lyons. The motion passed unanimously by the four members present.

## 5. Proclamations

## 6. Scheduled Public Comment



## 7. Public Hearings

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

## 8. Ordinances

### **A. ORDINANCE 3048: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 27, CITY PLANNING BOARD, OF THE LIVINGSTON MUNICIPAL CODE, BY RENAMING THE CHAPTER CONSOLIDATED LAND USE BOARD AND GENERALLY REVISING THE PROVISIONS THEREOF. PG.42**

Chair Nootz called on the City Manager to introduce the item.

The City Manager stated this is the second reading of this ordinance and several changes were made to the ordinance based on the first reading. Topics updated included size and composition, and clarification and specificity was added into the types of work around the topic of the board delegating to staff.

Commissioner Lyons asked about background information on pg. 42 referencing 9 members of the board. The City Manager stated we are actually operating under section 4A on pg. 42 not 4B.

Chair Nootz asked about ministerial acts on pg. 56 and referenced “the board shall delegate to staff” and feels the wording here is potentially problematic. And would like clarity on exactly what that means. The City Manager stated it means the board will not be publicizing notices, creating meeting minutes or filing documents. Chair Nootz expressed that she ultimately doesn’t want board member telling staff what to do and when. She wondered if they ways this is worded will help avoid that happening. The City Manager felt with the way this is written it wouldn’t be leading board members to direct staff. He stated they would adopt by-laws for this board that would include more specificity as well.

Vice-Chair Kahle wondered who would vote to pass those by-laws. The City Manager stated it is the Commissions responsibility to adopt by-laws. He clarified those by-laws will come to them in January.

Chair Nootz asked for clarification on the process for by-laws and application process. The City Manager stated that on 12/6/23 community members will be able to download and submit an application for this board. This will be open for one month and applications will go through an internal review process then brought before the Commission with final candidates. Montana League of Cities and Towns has some training the new board members and members of the Commission will be able to attend. The training will be a half day training and half dedicated to procedure and the other half dedicated to a presentation by a Planner who is with The League.

Commissioner Lyons moved to approve the ordinance and Vice-Chair Kahle seconded the motion

Public Comment was offered by:

- James Willich expressed thoughts about section 27.3 stating he feels one of the resident seats be reserved for a non-free hold resident. He felt it’s an important view point this board should have.
- Patricia Grabow is not sure who decided to combine this board. She feels the public get more engaged when they can get involved in a zoning or planning board.

The City Manager answered the question about who decided to consolidate the boards stating the Senate Bill 130 that was recently passed allowed for the consolidation of membership. The City Manager reminded he did initiate this conversation with the Commission. He also reminded this consolidated board has existed in the City of Livingston before, and stated there is a link in work between the Zoning Commission and Planning Board. In talking with both boards there was a level of frustration about their limitation as stand-alone boards, so the thought to consolidate them is encouraging.

Commissioner Lyons understand the comments made about possible lack of public engagement and feels that was his initial hesitation in consolidating these boards, but also understands the benefits of having these combined as it reduces their limitations as individual boards.

Vice-Chair Kahle agrees with Commissioner Lyons and clarified her thoughts on individual boards struggling to have quorum and how that has impacted decision making processes for the Commission. She addressed a public comment referencing non-freeholder and expressed her thoughts on this term and felt it should be removed which leaves this board open for any resident to apply by not limiting who can be appointed to certain seats.

Chair Nootz agrees with Commissioner Lyons and Vice-Chair Kahle. She also stated having witnessed having this board both ways she has seen that having them separate has limited process moving forward at times.

Commission Friedman thanked the City Manager for bringing this topic up for discussion. He feels that talking openly about this subject is important.

Commissioner Lyons wanted to include his last concern about a combined board and that being the amount of effort required of citizen volunteers. He feels the best way to make sure these boards are successful is through staff support.

The item was approved unanimously by the four commissioners present.

9. Resolutions

- A. **RESOLUTION 5123: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO AMEND THE BUDGET FOR FISCAL YEAR 2022-2023, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$2,631,557 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$3,635,965. PG.60**

Chair Nootz called on the City Manager to introduce the item.

The City Manager stated this item is the second reading and is the last action of the FY 22/23 budget and is a result of unanticipated funds related to the regional sewer project in Green Acres and the corresponding expenditure of those funds as well as some emergency and disaster funds related to flood a year and half ago.

Vice-Chair Kahle moved to approve the resolution and Commissioner Lyons seconded the motion.

The item was approved unanimously by the four Commissioners present.

10. Action Items

**A. CONSIDERATION OF THE 2024 REGULAR MEETING SCHEDULE OF THE LIVINGSTON CITY COMMISSION** **PG.63**

Chair Nootz called on the City Manager to introduce the item.

The City Manager stated this item is in preparation for the coming calendar year and a calendar has been prepared showing both City Commission Meetings and City Holidays. Two recommended anomalies are listed in the staff report as July 2, 2024, which is a busy day here in Livingston for the parade, so it is recommended that if a special meeting is required later in the week the Commission can hold that. The next date is the first Tuesday in November, which is a state holiday in Montana, and it is recommended that they do not hold a City Commission meeting on Tuesday, but postpone to the following day November 6<sup>th</sup>.

Vice-Chair Kahle moved to approve action item A and Commissioner Friedman seconded the motion.

Chair Nootz thanked the City Manager for adding the holidays to this calendar.

The item was approved unanimously by the four Commissioners present.

**B. CONSIDERATION OF UPDATES TO THE CITY COMMISSION HANDBOOK** **PG.67**

Chair Nootz called on the City Manager to introduce the item.

The City Manager stated this item is an update to the Commission Handbook. It was last updated in December of 2019 and he has made some light adjustments to remove outdated information and more accurately reflect some current aspects of City operations. He said he has left large portions of the handbook intact, specifically the areas that provide statutory citations of Livingston Municipal Code or otherwise. While editing this document he realized this document is for Commission use and wanted to check in with the Commission before making substantial changes. He referenced the appendices and wondered whether to remove them or add a hyperlink to the online LMC. He would like feedback from the Commission on how they use the handbook and find out what updates and edits they would find helpful. In the handbook the City Manager is recommending a small change to the agenda format. The change is in hope to consolidate ordinance and resolutions all under action items.

Public Comment was offered by:

- Patricia Grabow expressed that some parts of this handbook should be looked over by the American Civil Liberties Union and gave her brief history recollection of the handbook.
- James Willich referenced pg. 178 with a grammatical error. He also commented on pg. 198 the application stating 30 residency and stated the MT Dept. of Revenue counts 180 days for residency and wondered why our 30 day residency is not in line with that.

Vice-Chair Kahle and Chair Nootz asked for clarity on the 30 day residency.

The City Manager stated he will do some research on this question, but suspects it comes from Montana Code Annotated.

Chair Nootz stated she looked back at previous handbooks from 1991 to today and found that things were just added over the years and nothing was really corrected or removed. So the handbook they have today is really the original handbook plus most of the items that have been added over the years. She would like to see a handbook that is usable by the Commission and not something that only references State Code. Summaries of State Code with hyperlinks would be preferred. It was suggested to remove executive functions from the handbook, examples include snow routes and benefits packages. Chair Nootz would like to see this reviewed by ACLU to make sure the handbook would not restrict any rights of Commissioners. Different processes were brought up such as sign-up sheet process, interaction between Commissioners about being absent for a meeting, and accountability amongst Commissioners.

Vice-Chair Kahle felt that snow removal and sanding should be removed. She agrees with Chair Nootz about having the code of conduct reviewed by ACLU, and removing the word man as the ends of Chair and Vice-Chair throughout the document. She felt the remote participation section should really be looked through as she was not sure if it is correct. She questioned the agenda section stating she didn't see a public hearing section.

Chair Nootz wondered if the public hearing would just be attached to the ordinance or resolution.

The City Manager stated yes, that was the intent.

Commissioner Lyons questioned pg. 71 the population listed at 8,790 and where that came from, stating that 8,110 is the most current data from the 2021 American Community Survey five year estimate.

The City Manager stated he went on the ACS website that was the data he found. He will go back and double check.

Commissioner Lyons wondered if there was an opportunity to add to the vision and goals that were already set by the strategic planning ad hoc committee.

Chair Nootz asked for clarification on how the strategic plan was passed.

The City Manager stated the Vision and Goals were adopted by the Commission on November 1<sup>st</sup> 2022. At a staff level they have been using those as their guide. He believes that will be revisited in the future in a staff and Commission meeting.

Commissioner Lyons referenced pg. 72 the first goal he would like to change the word develop with promote, and under transportation infrastructure the part that reads "improve connectivity including for pedestrians to and from the north side" he would add " in a manner that minimized sprawl.

Commissioner Friedman wondered what is being asked of the Commission for this topic.

Chair Nootz clarified that the City Manager started to edit the handbook and realized there was a lot to edit and wasn't sure which direction to go, so he wanted to ask the Commission for that direction and what they were looking for in the handbook.

Commissioner Lyons added that updating this handbook for new commissioners and the public will benefit in ways to transparency and understanding expectations.

Vice-Chair Kahle feels this handbook has a lot of meat and would like to cut it back making it a little more useful.

Chair Nootz stated she does not reference this handbook often because she has found it not to be helpful, she mostly uses Montana Code Annotated or the Montana Municipal Officials Handbook. She felt a standard for communication between Commissioners would be helpful, having the basic motions all laid out, including FAQ's, describing a walking meeting, and summarizing the critical code so that a Commissioner can read and understand it. She would like to see board appointment included as well.

The City Manager stated there is a small section in there that they are updating based on the results of earlier this evening. He thanked the Commission for their direction on this topic.

Chair Nootz expressed excitement about the edits to the handbook.

The City Manager stated he would like to include an initial disclosure form for a new Commissioner to fill out upon taking office to help disclose potential conflicts or trouble spots.

Chair Nootz likes the idea of doing this and found it is common practice for Commissioners in other cities.

Vice-Chair Kahle feels that disclosure would be very helpful.

Chair Nootz brought up the topic of Commissioner remoting in to a closed session and wondered if that was legal or allowed. She asked the City Manager if he could see what other cities are doing or what The League recommends.

The City Manager stated yes, he will look into this.

**C. CONSIDERATION OF AGREEMENT 20049 WITH HRDC FOR OPERATION OF A WARMING CENTER** **PG.278**

Chair Nootz called on the City Manager to introduce the item.

The City Manager stated this item was included in the budget they adopted this summer, which is funding for a warming center. They now know that HRDC does intend to operate their warming center in Livingston this winter. They are the only operator of a warming center in Livingston and he recommends the Commission approve this item.

Vice-Chair Kahle disclosed that she does have a family member that works for HRDC, but in talking to the City legal counsel she does not have a direct or indirect conflict because this funding doesn't fund her family member's position, so she will be voting on this topic tonight.

Commissioner Lyons stated he also has a partner at HRDC, but is not sure how this relates to the funding for their position, so he intends to abstain from the discussion as he has not done the background work research.

Chair Nootz asked Commissioner Lyons if he wanted to check with the City Manager.

Commissioner Lyons said, no he will be abstaining from this discussion.

Vice-Chair Kahle moved to approve action item C and Commissioner Friedman seconded the motion.

Public Comment was offered by:

- Nicole Maher expressed concern that giving money to HRDC in Livingston will not be used for Livingston it will be used at their Bozeman location. She feels there is a lack of transparency with HRDC and she is very concerned about this large amount of money being given to them. Ultimately she would like to be able to see what that money will be used for.
- James Willich agrees with Nicole that seeing line items of where this money is going and what it is used for would be very helpful.
- Patricia Grabow shared the same concern about lack of visual to see where the money is going or what it will be used for. She also expressed concerns about the warming center closing from 7am to 7pm stating these folks will freeze during the day as well as at night.
- Angela Devani expressed feelings that if the City of Livingston is going to provide money for the Livingston warming center that it will actually be used here in Livingston. She also shared the concern about the warming center closing at 7am and people are kicked out.

7:06PM Chair Nootz motioned for a 10 minute break seconded by Vice-Chair Kahle.

Unanimously approved.

**(Starts at Video Mark 1:38:39)**

Public Comment was offered by:

- Nancy Adkins feels that HRDC is very helpful and feels we should be working with the Bozeman location and feels the City should be giving money to HRDC.

Chair Nootz in trying to answer some of the question during public comment asked about clarity for the community and ensuring that the money they are giving to HRDC is going to Livingston and not just HRDC in general, and some financial accountability so they are able to see how public funds are spent. She also asked for clarity on months and hours of service, does HRDC truly need this funding, and without HRDC being present tonight has there been correspondence from them about the warming center.

The City Manager stated he has talked to the president of HRDC and the person who is responsible for operating the warming center and did express regrets about not being able to attend the meeting tonight. In talking with HRDC they have been expecting these funds and referenced pg. 286 in the packet that reviews the scope services for the contract, which states the contractor shall be responsible for operating a warming center in the City of Livingston during the cold weather during the period of December 15, 2023 – March 15, 2024. He explained that HRDC does operate the warming center, but they also partner with other entities within the City that provide human and social services during the day to clients of the warming center. There is a soft hand off in the mooring for certain folks that stay at the center that can then get services during the day, recognizing that not all users of the warming center desire other services. He stated the scope of services is laid out clearly that these funds are to be use for operating the warming center in the City of Livingston, and that is the understanding that HRDC has as well. The City Manager stated he is happy to add a financial report on actual dollars spent if the Commission wishes to have the information included.

Vice-Chair Kahle discussed while asking the City Manager that during the budgeting process they had several groups submit proposals, and it was then that the approved the budget for HRDC, and questioned if tonight they were just approving the contract.

The City Manager clarified that when the budget was approved the funding was allocated for the operation of a warming center, but the operator of the warming center was not specified in the budget.

Vice-Chair Kahle addressed that the community needs a warming center, and reminded that it is a warming center not a homeless shelter, and they are giving folks a warm place to sleep at night, and he hope is they are out getting help during the day. She feels strongly that they cannot sit by and do nothing, so she stands for opening and funding this warming center.

Chair Nootz recalled the impact for First Responders if people have a safe place to sleep or not, and asked the City Manager if he has insight on the impacts from City Police and Fire. The City Manager recalled that the City did not provide support to the warming center last year and some issues the City dealt with last winter were folks they were unhoused overnight in Depot Park who were building warming fires, and on more than one occasion started a small brush fire in Depot Park.

Chair Nootz liked the idea of adding some level of fiscal transparency and budget reporting.

The City Manager stated he is able to add that into the scope of service.

Chair Nootz asked if they needed to make a motion to amend.

The City Manager stated yes, and amended language should state after the final word utilized he would add", and also the actual cost of operating the facility."

Vice-Chair Kahle moved to amend the last page of the contract in action item C and Commissioner Friedman seconded the motion.

The amendment of this item was approved by Chair Nootz, Vice-Chair Kahle and Commissioner Friedman with Commissioner Lyons abstaining.

The item was approved by with amendment by Chair Nootz, Vice-Chair Kahle, and Commissioner Friedman with Commissioner Lyons abstaining.

#### 11. City Manager Comment

The City Manager thanked the Commissioners for their hard work tonight.

#### 12. City Commission Comments

Commissioner Lyons is read for snow.

Chair Nootz has been reflecting on the last meeting about the logo and would like bring back the topic of the logo back to the Commission reminding that we have already allocated funding and we have public input and staff input. Chair Nootz asked the City Manager about the logo that was preferred by the community and if corrections could be made to could they bring it back before the Commission.

The City Manager clarified the community preferred option 2 and recalled the issues relating to color and spacing of the word Montana, and he feels both of those issues are something they can bring back to the design team to address.

Chair Nootz expressed color being ADA website color friendly is important. She knows community members love the current City logo and would love for it to still be available to the community in some way, at the same time recognizing it is not easily usable by staff.

Vice-Chair Kahle asked the City Manager where he was at after the last meeting with the logo and what he took the direction to be.

The City Manager reminded that two Commissioners favored option 1 and two Commissioners that favored option 2 and the fifth Commissioner didn't favor either. After that meeting there was no direction on how to proceed, but he has talked with the contractor and they are aware of the general issues, and he has asked them to take a pause for the time being.

Chair Nootz expressed thoughts about bringing this item back and money spent and the public engagement how they've been talking about this logo for a long time now. She really wants to bring it back to the Commission.

Chair Nootz moved to bring the logo back for the next agenda seconded by Commissioner Friedman.

### 13. Adjournment

7:48pm Commissioner Lyons motioned to adjourn the meeting seconded by Commissioner Friedman. Unanimously approved.

## Calendar of Events

## Supplemental Material

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**File Attachments for Item:**

**C. APPROVAL OF CLAIMS PAID FOR 11/30/2023 TO 12/13/2023**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>ADVANCED ENGINEERING &amp;</b>							
3605	ADVANCED ENGINEERING &	90939	PROFESSIONAL SERVICES	11/07/2023	1,018.50	1,018.50	12/01/2023
Total ADVANCED ENGINEERING &:					1,018.50	1,018.50	
<b>ALL SERVICE TIRE &amp; ALIGNMENT</b>							
22	ALL SERVICE TIRE & ALIGNME	67029	Tires	10/02/2023	1,125.00	1,125.00	12/01/2023
22	ALL SERVICE TIRE & ALIGNME	67210	Tires	11/02/2023	1,354.00	1,354.00	12/13/2023
22	ALL SERVICE TIRE & ALIGNME	67337	Flat repair	11/28/2023	96.00	96.00	12/13/2023
22	ALL SERVICE TIRE & ALIGNME	67387	Oil Change	12/07/2023	110.00	110.00	12/13/2023
Total ALL SERVICE TIRE & ALIGNMENT:					2,685.00	2,685.00	
<b>ALPINE ELECTRONICS RADIO SHACK</b>							
402	ALPINE ELECTRONICS RADIO	10298250	PAPER	12/01/2023	170.00	170.00	12/13/2023
Total ALPINE ELECTRONICS RADIO SHACK:					170.00	170.00	
<b>ALSCO</b>							
10005	ALSCO	LBIL1895487	330 BENNETT	10/20/2023	15.14	15.14	12/13/2023
10005	ALSCO	LBIL1895487	330 BENNETT	10/20/2023	15.14	15.14	12/13/2023
10005	ALSCO	LBIL1895487	330 BENNETT	10/20/2023	15.15	15.15	12/13/2023
10005	ALSCO	LBIL1895487	330 BENNETT	10/20/2023	15.15	15.15	12/13/2023
10005	ALSCO	LBIL1902576	330 BENNETT	11/22/2023	15.14	15.14	12/13/2023
10005	ALSCO	LBIL1902576	330 BENNETT	11/22/2023	15.14	15.14	12/13/2023
10005	ALSCO	LBIL1902576	330 BENNETT	11/22/2023	15.15	15.15	12/13/2023
10005	ALSCO	LBIL1902576	330 BENNETT	11/22/2023	15.15	15.15	12/13/2023
Total ALSCO:					121.16	121.16	
<b>AMATICS CPA GROUP</b>							
3348	AMATICS CPA GROUP	74936	FINANCIAL AUDIT	11/30/2023	27,200.00	27,200.00	12/13/2023
Total AMATICS CPA GROUP:					27,200.00	27,200.00	
<b>ANNIEMADE VINYL</b>							
10005	ANNIEMADE VINYL	0299	VOLLEYBALL REC	11/14/2023	175.00	175.00	12/01/2023
Total ANNIEMADE VINYL:					175.00	175.00	
<b>ARROWHEAD ELECTRIC INC</b>							
10005	ARROWHEAD ELECTRIC INC	4889	LED CONTROL	12/06/2023	864.69	864.69	12/13/2023
Total ARROWHEAD ELECTRIC INC:					864.69	864.69	
<b>BALCO UNIFORM COMPANY, INC.</b>							
3371	BALCO UNIFORM COMPANY, IN	77169	Uniform-HARD	12/05/2023	89.12	89.12	12/13/2023
Total BALCO UNIFORM COMPANY, INC.:					89.12	89.12	
<b>BOUND TREE MEDICAL, LLC</b>							
2662	BOUND TREE MEDICAL, LLC	85166908	Patient Supplies	11/27/2023	435.70	435.70	12/13/2023
2662	BOUND TREE MEDICAL, LLC	85168645	Pt Supplies	11/28/2023	182.34	182.34	12/13/2023
2662	BOUND TREE MEDICAL, LLC	85170258	Patient Supplies	11/29/2023	34.61	34.61	12/13/2023
2662	BOUND TREE MEDICAL, LLC	85173005	Patient Supplies	12/01/2023	25.40	25.40	12/13/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BOUND TREE MEDICAL, LLC:					678.05	678.05	
<b>BRIDGER ANALYTICAL LAB</b>							
3820	BRIDGER ANALYTICAL LAB	2310192	ANALYSIS	10/20/2023	258.00	258.00	12/13/2023
3820	BRIDGER ANALYTICAL LAB	2311117	ANALYSIS	11/07/2023	408.00	408.00	12/13/2023
Total BRIDGER ANALYTICAL LAB:					666.00	666.00	
<b>BRUCE E. BECKER, P.C.</b>							
10000	BRUCE E. BECKER, P.C.	2023.12.1	Contracted service	12/01/2023	4,000.00	4,000.00	12/13/2023
Total BRUCE E. BECKER, P.C.:					4,000.00	4,000.00	
<b>CANON FINANCIAL SERVICES, INC</b>							
1747	CANON FINANCIAL SERVICES, I	31589148	Printer	11/11/2023	29.31	29.31	12/13/2023
1747	CANON FINANCIAL SERVICES, I	31589149	Printer	11/11/2023	29.75	29.75	12/13/2023
Total CANON FINANCIAL SERVICES, INC:					59.06	59.06	
<b>CARQUEST AUTO PARTS</b>							
23	CARQUEST AUTO PARTS	1912-589798	GLADHAND	08/15/2023	22.28	22.28	12/13/2023
23	CARQUEST AUTO PARTS	1912-590668	towel	08/24/2023	164.00	164.00	12/13/2023
23	CARQUEST AUTO PARTS	1912-590669	towel	08/24/2023	41.00-	41.00-	12/13/2023
23	CARQUEST AUTO PARTS	1912-592014	WIPER BLADE	09/09/2023	46.88	46.88	12/13/2023
23	CARQUEST AUTO PARTS	1912-596980	GEAR OIL	11/01/2023	16.09	16.09	12/13/2023
23	CARQUEST AUTO PARTS	1912-597001	LUBE	11/01/2023	35.14	35.14	12/13/2023
23	CARQUEST AUTO PARTS	1912-597049	COUPLER	11/01/2023	41.86	41.86	12/13/2023
23	CARQUEST AUTO PARTS	1912-597217	STARTER	11/03/2023	250.99	250.99	12/13/2023
23	CARQUEST AUTO PARTS	1912-597437	LUBE	11/06/2023	59.25	59.25	12/13/2023
23	CARQUEST AUTO PARTS	1912-597440	SNO BRUSH	11/06/2023	49.98	49.98	12/13/2023
23	CARQUEST AUTO PARTS	1912-597993	ACCL PUMP	11/13/2023	12.75	12.75	12/13/2023
23	CARQUEST AUTO PARTS	1912-598023	towel	11/13/2023	59.70	59.70	12/13/2023
23	CARQUEST AUTO PARTS	1912-598085	STEALTH	11/14/2023	21.55	21.55	12/13/2023
23	CARQUEST AUTO PARTS	1912-598373	Battery	11/17/2023	102.45	102.45	12/13/2023
23	CARQUEST AUTO PARTS	1912-598589	CONVEX	11/20/2023	5.05	5.05	12/13/2023
23	CARQUEST AUTO PARTS	1912-598591	ANTIFREEZE	11/20/2023	39.88	39.88	12/13/2023
23	CARQUEST AUTO PARTS	1912-598595	ANTIFREEZE	11/20/2023	79.76	79.76	12/13/2023
23	CARQUEST AUTO PARTS	1912-598649	DIESEL SUPPLEMENT	11/21/2023	14.98	14.98	12/13/2023
23	CARQUEST AUTO PARTS	1912-598748	Battery	11/22/2023	294.78	294.78	12/13/2023
23	CARQUEST AUTO PARTS	1912-598829	HYD TRANSMISSION	11/24/2023	109.11	109.11	12/13/2023
23	CARQUEST AUTO PARTS	1912-598838	OIL FILTER	11/24/2023	7.97	7.97	12/13/2023
23	CARQUEST AUTO PARTS	1912-599016	GEAR OIL	11/28/2023	82.77	82.77	12/13/2023
23	CARQUEST AUTO PARTS	1912-599138	HOSE	11/29/2023	52.35	52.35	12/13/2023
23	CARQUEST AUTO PARTS	1912-599142	MIRROR	11/29/2023	64.21	64.21	12/13/2023
23	CARQUEST AUTO PARTS	1912-599164	BRAKE CLEANER	11/29/2023	30.00	30.00	12/13/2023
23	CARQUEST AUTO PARTS	1912-599165	BRAKE CLEANER	11/29/2023	198.60	198.60	12/13/2023
23	CARQUEST AUTO PARTS	1912-599182	AIR FILTERS	11/29/2023	69.97	69.97	12/13/2023
23	CARQUEST AUTO PARTS	1912-599257	towel	11/30/2023	132.00	132.00	12/13/2023
23	CARQUEST AUTO PARTS	1912-599258	towel	11/30/2023	72.30-	72.30-	12/13/2023
23	CARQUEST AUTO PARTS	1912-599265	SEAFOAM	11/30/2023	18.92	18.92	12/13/2023
23	CARQUEST AUTO PARTS	5187732	CREDIT	11/25/2023	119.25-	119.25-	12/13/2023
Total CARQUEST AUTO PARTS:					1,850.72	1,850.72	
<b>CASELLE</b>							
3763	CASELLE	129435	APPLICATION SOFTWARE	12/01/2023	2,895.16	2,895.16	12/13/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3763	CASELLE	129435	APPLICATION SOFTWARE	12/01/2023	95.10	95.10	12/13/2023
3763	CASELLE	129435	APPLICATION SOFTWARE	12/01/2023	95.10	95.10	12/13/2023
3763	CASELLE	129435	APPLICATION SOFTWARE	12/01/2023	183.51	183.51	12/13/2023
3763	CASELLE	129435	APPLICATION SOFTWARE	12/01/2023	183.51	183.51	12/13/2023
3763	CASELLE	129435	APPLICATION SOFTWARE	12/01/2023	278.62	278.62	12/13/2023
Total CASELLE:					3,731.00	3,731.00	
<b>CITY OF LIVINGSTON</b>							
131	CITY OF LIVINGSTON	2023.11	Disbursement to City	11/30/2023	5,501.00	5,501.00	11/30/2023
131	CITY OF LIVINGSTON	2023_10	Disbursement to City	10/31/2023	6,345.00	6,345.00	10/31/2023
Total CITY OF LIVINGSTON:					11,846.00	11,846.00	
<b>COMDATA</b>							
2671	COMDATA	XW660/203944	CG72T	12/01/2023	1,292.03	1,292.03	12/13/2023
2671	COMDATA	XW660/203944	CG73P	12/01/2023	646.33	646.33	12/13/2023
2671	COMDATA	XW716/203944	CG72P	12/01/2023	133.70	133.70	12/13/2023
2671	COMDATA	XW716/203944	CG72P	12/01/2023	75.22	75.22	12/13/2023
2671	COMDATA	XW716/203944	CG72R	12/01/2023	456.02	456.02	12/13/2023
2671	COMDATA	XW716/203944	CG73C	12/01/2023	446.10	446.10	12/13/2023
2671	COMDATA	XW716/203944	CG73H	12/01/2023	74.98	74.98	12/13/2023
2671	COMDATA	XW716/203944	CG73L	12/01/2023	344.65	344.65	12/13/2023
2671	COMDATA	XW716/203944	CG73S	12/01/2023	634.72	634.72	12/13/2023
2671	COMDATA	XW716/203944	CG74G	12/01/2023	589.36	589.36	12/13/2023
2671	COMDATA	XW716/203944	CG74G	12/01/2023	53.10	53.10	12/13/2023
2671	COMDATA	XW717/203944	CG72S	12/01/2023	1,706.50	1,706.50	12/13/2023
Total COMDATA:					6,452.71	6,452.71	
<b>COMPUNET, INC.</b>							
3561	COMPUNET, INC.	239863	CONSULTING	11/08/2023	225.00	225.00	12/01/2023
3561	COMPUNET, INC.	241594	DUO TOKEN	12/05/2023	7,581.60	7,581.60	12/13/2023
Total COMPUNET, INC.:					7,806.60	7,806.60	
<b>CORE &amp; MAIN LP</b>							
3733	CORE & MAIN LP	T580438	RING	10/02/2023	277.38	277.38	12/13/2023
Total CORE & MAIN LP:					277.38	277.38	
<b>CULLIGAN WATER CONDIITIONING</b>							
10000	CULLIGAN WATER CONDIITIONI	575X01063005	SALT	10/31/2023	30.00	30.00	12/01/2023
Total CULLIGAN WATER CONDIITIONING:					30.00	30.00	
<b>D&amp;R COFFEE SERVICE INC</b>							
10002	D&R COFFEE SERVICE INC	173642	COFFEE	12/08/2023	105.00	105.00	12/13/2023
Total D&R COFFEE SERVICE INC:					105.00	105.00	
<b>DELTA SIGNS &amp; GRAPHICS</b>							
509	DELTA SIGNS & GRAPHICS	2974	REFLECTIVE RESCUE 1	10/13/2023	47.04	47.04	12/13/2023
Total DELTA SIGNS & GRAPHICS:					47.04	47.04	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>DO NOT USE - US BANK</b>							
845	DO NOT USE - US BANK	2436886	URA BOND PAYMENT	11/09/2023	28,587.50	28,587.50	12/04/2023
845	DO NOT USE - US BANK	2439683	2016 FIRE TRUCK GOB	11/13/2023	9,109.38	9,109.38	12/04/2023
845	DO NOT USE - US BANK	2450862	WRF BOND PAYMENT	11/28/2023	89,000.00	89,000.00	12/04/2023
845	DO NOT USE - US BANK	2450862	WRF BOND PAYMENT	11/28/2023	46,900.00	46,900.00	12/04/2023
845	DO NOT USE - US BANK	7096207	PAYING AGENT FEES	10/25/2023	400.00	400.00	12/04/2023
Total DO NOT USE - US BANK:					173,996.88	173,996.88	
<b>ENERGY LABORATORIES, INC.</b>							
424	ENERGY LABORATORIES, INC.	593216	COMPOSITE	11/07/2023	1,532.00	1,532.00	12/01/2023
424	ENERGY LABORATORIES, INC.	595781	Analysis parameter	11/21/2023	264.00	264.00	12/13/2023
Total ENERGY LABORATORIES, INC.:					1,796.00	1,796.00	
<b>FARSTAD OIL</b>							
3353	FARSTAD OIL	104941	Diesel 265G	11/08/2023	893.05	893.05	12/01/2023
3353	FARSTAD OIL	105059	Diesel 128G	11/28/2023	465.79	465.79	12/13/2023
Total FARSTAD OIL:					1,358.84	1,358.84	
<b>FERGUSON WATERWORKS #1701</b>							
2386	FERGUSON WATERWORKS #17	0810922-2	ALLY METER	10/20/2023	3,945.12	3,945.12	12/13/2023
2386	FERGUSON WATERWORKS #17	0841670-1	Radios	09/26/2023	32,178.00	32,178.00	12/13/2023
2386	FERGUSON WATERWORKS #17	0841676-1	Meters	10/06/2023	9,300.00	9,300.00	12/13/2023
2386	FERGUSON WATERWORKS #17	0852642-1	Meters	09/21/2023	12,240.00	12,240.00	12/13/2023
Total FERGUSON WATERWORKS #1701:					57,663.12	57,663.12	
<b>FETTERHOFF, PAIGE</b>							
3680	FETTERHOFF, PAIGE	2023.12.3	REIMB-OFFICE SUPPLIES	12/03/2023	15.18	15.18	12/13/2023
Total FETTERHOFF, PAIGE:					15.18	15.18	
<b>FISHER SAND AND GRAVEL</b>							
2904	FISHER SAND AND GRAVEL	11240	Sanding Material	11/11/2023	1,637.27	1,637.27	12/13/2023
2904	FISHER SAND AND GRAVEL	12120	Sanding Material	11/18/2023	2,574.99	2,574.99	12/13/2023
2904	FISHER SAND AND GRAVEL	96494	ROAD MIX	05/27/2023	1,629.67	1,629.67	12/01/2023
2904	FISHER SAND AND GRAVEL	97063	ROAD MIX	06/03/2023	2,589.79	2,589.79	12/01/2023
Total FISHER SAND AND GRAVEL:					8,431.72	8,431.72	
<b>FOUR CORNERS RECYCLING, LLC</b>							
2919	FOUR CORNERS RECYCLING,	4159	Pull fees	10/28/2023	7,008.30	7,008.30	12/01/2023
2919	FOUR CORNERS RECYCLING,	CM4159	Credit	10/28/2023	2,751.60-	2,751.60-	12/01/2023
Total FOUR CORNERS RECYCLING, LLC:					4,256.70	4,256.70	
<b>FRONTLINE AG SOLUTIONS, LLC</b>							
2516	FRONTLINE AG SOLUTIONS, LL	1091617	HY OIL FILTERS	11/22/2023	170.18	170.18	12/13/2023
Total FRONTLINE AG SOLUTIONS, LLC:					170.18	170.18	
<b>GENERAL DISTRIBUTING COMPANY</b>							
1845	GENERAL DISTRIBUTING COM	0001316985	NITROUS	11/30/2023	109.89	109.89	12/13/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total GENERAL DISTRIBUTING COMPANY:					109.89	109.89	
<b>GWG OF INDIANA</b>							
10005	GWG OF INDIANA	50-2023	LEADERSHIP SEMINAR	11/15/2023	400.00	400.00	12/13/2023
Total GWG OF INDIANA:					400.00	400.00	
<b>HANSER'S AUTOMOTIVE &amp; WRECKER</b>							
1687	HANSER'S AUTOMOTIVE & WR	LIV4808	Towing Charge	12/04/2023	100.00	100.00	12/13/2023
Total HANSER'S AUTOMOTIVE & WRECKER:					100.00	100.00	
<b>HAWKINS, INC</b>							
470	HAWKINS, INC	6573295	Chlor cylinder	09/06/2023	2,178.58	2,178.58	12/13/2023
Total HAWKINS, INC:					2,178.58	2,178.58	
<b>HIGH COUNTRY WILDLIFE CONTROL</b>							
10002	HIGH COUNTRY WILDLIFE CON	8939	pest control	11/27/2023	210.00	210.00	12/13/2023
Total HIGH COUNTRY WILDLIFE CONTROL:					210.00	210.00	
<b>HOMEMAKE KITCHEN</b>							
3331	HOMEMAKE KITCHEN	2023.12.1	HOLIDAY PARTY CATERING	12/01/2023	2,907.20	2,907.20	12/07/2023
Total HOMEMAKE KITCHEN:					2,907.20	2,907.20	
<b>HORIZON AUTO PARTS</b>							
1920	HORIZON AUTO PARTS	986332	BRAKE FLUID	11/28/2023	33.97	33.97	12/13/2023
Total HORIZON AUTO PARTS:					33.97	33.97	
<b>HUMANA</b>							
10005	HUMANA	HOSDE000	Ambulance Refund	10/26/2023	1,742.69	1,742.69	11/30/2023
10005	HUMANA	HOSDE000.2	Ambulance Refund	10/28/2023	870.66	870.66	11/30/2023
Total HUMANA:					2,613.35	2,613.35	
<b>IBS INC</b>							
10004	IBS INC	832526-1	coil and filter cleaner	11/29/2023	570.09	570.09	12/13/2023
Total IBS INC:					570.09	570.09	
<b>INSTY-PRINTS</b>							
250	INSTY-PRINTS	17128	LARGE FORMAT	11/08/2023	36.00	36.00	12/01/2023
Total INSTY-PRINTS:					36.00	36.00	
<b>IRRIGATION INNOVATIONS</b>							
10002	IRRIGATION INNOVATIONS	7943	SNOW REMOVAL	11/30/2023	450.00	450.00	12/13/2023
Total IRRIGATION INNOVATIONS:					450.00	450.00	
<b>JESSIE SCHWARTZER</b>							
10004	JESSIE SCHWARTZER	2023.12.10	REIMB-CDL PHYSICAL	12/10/2023	152.50	152.50	12/13/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total JESSIE SCHWARTZER:					152.50	152.50	
<b>KAMINSKY, SULLENBERGER &amp; ASSOCIATES INC</b>							
10004	KAMINSKY, SULLENBERGER &	2024-04-12	FIELD TRAINING	12/06/2023	750.00	750.00	12/13/2023
Total KAMINSKY, SULLENBERGER & ASSOCIATES INC:					750.00	750.00	
<b>KELLEY CONNECT</b>							
10001	KELLEY CONNECT	35412252	AGREEMENT 112-1689019	11/30/2023	204.04	204.04	12/13/2023
Total KELLEY CONNECT:					204.04	204.04	
<b>KEN'S EQUIPMENT REPAIR, INC</b>							
1390	KEN'S EQUIPMENT REPAIR, IN	61753	RESEAL CLUTCH	11/14/2023	2,065.40	2,065.40	12/13/2023
1390	KEN'S EQUIPMENT REPAIR, IN	61777	COUPLERS	10/23/2023	104.50	104.50	12/01/2023
1390	KEN'S EQUIPMENT REPAIR, IN	61779	REPAIR WIRING	10/23/2023	110.00	110.00	12/01/2023
1390	KEN'S EQUIPMENT REPAIR, IN	61831	ANNUAL INSPECTION	11/01/2023	1,182.75	1,182.75	12/13/2023
1390	KEN'S EQUIPMENT REPAIR, IN	61841	LIFT AXLE	11/01/2023	1,683.70	1,683.70	12/13/2023
1390	KEN'S EQUIPMENT REPAIR, IN	61874	HYDRAULICS	11/08/2023	420.70	420.70	12/13/2023
1390	KEN'S EQUIPMENT REPAIR, IN	61881	HYDRAULIC LEAK	11/06/2023	188.90	188.90	12/13/2023
1390	KEN'S EQUIPMENT REPAIR, IN	61922	STARTING SYSTEM	11/17/2023	110.00	110.00	12/13/2023
1390	KEN'S EQUIPMENT REPAIR, IN	61955	G 2 FIX	11/27/2023	90.75	90.75	12/13/2023
1390	KEN'S EQUIPMENT REPAIR, IN	61957	fix arm	11/27/2023	110.00	110.00	12/13/2023
1390	KEN'S EQUIPMENT REPAIR, IN	61958	fITTINGS	11/28/2023	13.00	13.00	12/13/2023
1390	KEN'S EQUIPMENT REPAIR, IN	61959	AIR CONTROLS	11/28/2023	110.00	110.00	12/13/2023
1390	KEN'S EQUIPMENT REPAIR, IN	61964	Drain valve	11/29/2023	11.00	11.00	12/13/2023
1390	KEN'S EQUIPMENT REPAIR, IN	61968	TIRE CHAIN	11/30/2023	2,020.00	2,020.00	12/13/2023
Total KEN'S EQUIPMENT REPAIR, INC:					8,220.70	8,220.70	
<b>KENYON NOBLE</b>							
776	KENYON NOBLE	1244106	kit faucet	11/01/2023	114.99	114.99	12/13/2023
776	KENYON NOBLE	1247440	measuring wheel	11/02/2023	99.99	99.99	12/13/2023
776	KENYON NOBLE	1255258	Work stand	11/07/2023	44.99	44.99	12/13/2023
776	KENYON NOBLE	1258653	lag screw	11/08/2023	3.20	3.20	12/13/2023
Total KENYON NOBLE:					263.17	263.17	
<b>KNIFE RIVER</b>							
8	KNIFE RIVER	891612	Plant Mix	11/08/2023	602.00	602.00	12/13/2023
8	KNIFE RIVER	891977	Plant Mix	11/09/2023	424.20	424.20	12/13/2023
8	KNIFE RIVER	892897	Plant Mix	11/16/2023	748.30	748.30	12/13/2023
8	KNIFE RIVER	894211	Plant Mix	11/29/2023	944.30	944.30	12/13/2023
Total KNIFE RIVER:					2,718.80	2,718.80	
<b>LEHRKIND'S COCA-COLA</b>							
2830	LEHRKIND'S COCA-COLA	2087229	Water	12/05/2023	23.00	23.00	12/13/2023
2830	LEHRKIND'S COCA-COLA	2093928	Water	12/04/2023	30.00	30.00	12/13/2023
2830	LEHRKIND'S COCA-COLA	2097374	Water	11/15/2023	41.50	41.50	12/13/2023
2830	LEHRKIND'S COCA-COLA	2097375	Water	11/15/2023	23.00	23.00	12/13/2023
2830	LEHRKIND'S COCA-COLA	2099399	Water	11/29/2023	13.00	13.00	12/13/2023
Total LEHRKIND'S COCA-COLA:					130.50	130.50	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>LIVINGSTON ACE HARDWARE - #122005</b>							
26	LIVINGSTON ACE HARDWARE -	D44803	ICE MELT	10/26/2023	129.94	129.94	12/13/2023
26	LIVINGSTON ACE HARDWARE -	D45106	PADLOCK	10/26/2023	39.98	39.98	12/13/2023
26	LIVINGSTON ACE HARDWARE -	D45118	LED	10/26/2023	9.99	9.99	12/13/2023
26	LIVINGSTON ACE HARDWARE -	D45448	TAPE	10/27/2023	12.99	12.99	12/13/2023
26	LIVINGSTON ACE HARDWARE -	D46930	RIVET	10/30/2023	4.99	4.99	12/13/2023
26	LIVINGSTON ACE HARDWARE -	D48194	Fastners	11/01/2023	33.52	33.52	12/13/2023
26	LIVINGSTON ACE HARDWARE -	D50278	Tape	11/06/2023	29.98	29.98	12/13/2023
26	LIVINGSTON ACE HARDWARE -	D51159	Fastners	11/08/2023	13.98	13.98	12/13/2023
26	LIVINGSTON ACE HARDWARE -	D51716	PADLOCK	11/09/2023	8.99	8.99	12/13/2023
26	LIVINGSTON ACE HARDWARE -	D53475	WIRE	11/12/2023	53.98	53.98	12/13/2023
26	LIVINGSTON ACE HARDWARE -	D54421	PAINT	11/15/2023	66.94	66.94	12/13/2023
26	LIVINGSTON ACE HARDWARE -	D54533	ANTIFREEZE	11/15/2023	91.80	91.80	12/13/2023
26	LIVINGSTON ACE HARDWARE -	D57200	Fastners	11/21/2023	64.67	64.67	12/13/2023
26	LIVINGSTON ACE HARDWARE -	D58243	HEATER	11/24/2023	89.99	89.99	12/13/2023
26	LIVINGSTON ACE HARDWARE -	X02263	BULLETIN BOARD	11/04/2023	46.97	46.97	12/13/2023
26	LIVINGSTON ACE HARDWARE -	X02516	Fastners	11/04/2023	21.37	21.37	12/13/2023
26	LIVINGSTON ACE HARDWARE -	X02965	GOATSKIN UTILITY POR	11/06/2023	47.98	47.98	12/13/2023
26	LIVINGSTON ACE HARDWARE -	X03008	SPRAY PAINT	11/06/2023	8.99	8.99	12/13/2023
Total LIVINGSTON ACE HARDWARE - #122005:					777.05	777.05	
<b>LIVINGSTON HEALTH CARE</b>							
55	LIVINGSTON HEALTH CARE	202278924	770445661	11/14/2023	79.00	79.00	12/13/2023
Total LIVINGSTON HEALTH CARE:					79.00	79.00	
<b>MASTERCARD</b>							
3184	MASTERCARD	2023_09 CHAB	vehicle registration	10/01/2023	24.36	24.36	10/09/2023
3184	MASTERCARD	2023_09 CHAB	medic 4	10/01/2023	2,812.50	2,812.50	10/09/2023
3184	MASTERCARD	2023_09 CHAB	file folder	10/01/2023	39.49	39.49	10/09/2023
3184	MASTERCARD	2023_09 FETT	OFFICE SUPPLIES	10/01/2023	239.40	239.40	10/09/2023
3184	MASTERCARD	2023_09 FETT	OFFICE FURNITURE	10/01/2023	618.99	618.99	10/09/2023
3184	MASTERCARD	2023_09 FETT	OFFICE SUPPLIES	10/01/2023	25.40	25.40	10/09/2023
3184	MASTERCARD	2023_09 FETT	OFFICE SUPPLIES	10/01/2023	19.74	19.74	10/09/2023
3184	MASTERCARD	2023_09 FETT	BUILDING REPAIRS	10/01/2023	95.00	95.00	10/09/2023
3184	MASTERCARD	2023_09 FETT	FLASH DRIVES	10/01/2023	48.38	48.38	10/09/2023
3184	MASTERCARD	2023_09 FETT	BUILDING REPAIRS	10/01/2023	226.76	226.76	10/09/2023
3184	MASTERCARD	2023_09 FETT	OFFICE SUPPLIES	10/01/2023	123.87	123.87	10/09/2023
3184	MASTERCARD	2023_09 FETT	EMILY - NOTARY SERVICE	10/01/2023	224.00	224.00	10/09/2023
3184	MASTERCARD	2023_09 GAG	Employee Picnic	10/01/2023	1,675.29	1,675.29	10/09/2023
3184	MASTERCARD	2023_09 GAG	Employee Picnic	10/01/2023	25.00	25.00	10/09/2023
3184	MASTERCARD	2023_09 GAG	Employee Picnic	10/01/2023	25.00	25.00	10/09/2023
3184	MASTERCARD	2023_09 GAG	Employee Picnic	10/01/2023	25.00	25.00	10/09/2023
3184	MASTERCARD	2023_09 GAG	Employee Picnic	10/01/2023	50.00	50.00	10/09/2023
3184	MASTERCARD	2023_09 GAG	Employee Picnic	10/01/2023	20.00	20.00	10/09/2023
3184	MASTERCARD	2023_09 GAG	Employee Picnic	10/01/2023	20.00	20.00	10/09/2023
3184	MASTERCARD	2023_09 GAG	Employee Picnic	10/01/2023	20.00	20.00	10/09/2023
3184	MASTERCARD	2023_09 GAG	Employee Picnic	10/01/2023	20.00	20.00	10/09/2023
3184	MASTERCARD	2023_09 GAG	Employee Picnic	10/01/2023	20.00	20.00	10/09/2023
3184	MASTERCARD	2023_09 GAG	Employee Picnic	10/01/2023	20.00	20.00	10/09/2023
3184	MASTERCARD	2023_09 GAG	Employee Picnic	10/01/2023	20.00	20.00	10/09/2023
3184	MASTERCARD	2023_09 GILB	station supplies	10/01/2023	24.52	24.52	10/09/2023
3184	MASTERCARD	2023_09 GILB	quarterly training	10/01/2023	87.50	87.50	10/09/2023
3184	MASTERCARD	2023_09 GILB	quarterly training	10/01/2023	40.95	40.95	10/09/2023
3184	MASTERCARD	2023_09 GLAS	Office Supplies	10/01/2023	313.36	313.36	10/09/2023
3184	MASTERCARD	2023_09 GLAS	fax	10/01/2023	34.99	34.99	10/09/2023
3184	MASTERCARD	2023_09 GLAS	fax transaction fee	10/01/2023	.31	.31	10/09/2023



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2023_09 GRA	irrigation bill	10/01/2023	46.80	46.80	10/09/2023
3184	MASTERCARD	2023_09 GRA	postage	10/01/2023	3.92	3.92	10/09/2023
3184	MASTERCARD	2023_09 GRA	postage to 82501, 76798, 98226,	10/01/2023	15.59	15.59	10/09/2023
3184	MASTERCARD	2023_09 GRA	postage to 29306	10/01/2023	3.72	3.72	10/09/2023
3184	MASTERCARD	2023_09 GRA	postage to 60475, 94237, 50112	10/01/2023	12.58	12.58	10/09/2023
3184	MASTERCARD	2023_09 GRA	postage to 73072, 60025, 56562,	10/01/2023	23.03	23.03	10/09/2023
3184	MASTERCARD	2023_09 GRA	1 book	10/01/2023	12.89	12.89	10/09/2023
3184	MASTERCARD	2023_09 GRA	2023 Fall Retreat	10/01/2023	175.00	175.00	10/09/2023
3184	MASTERCARD	2023_09 GRA	postage to 59034	10/01/2023	4.43	4.43	10/09/2023
3184	MASTERCARD	2023_09 GRA	colored pencils	10/01/2023	12.00	12.00	10/09/2023
3184	MASTERCARD	2023_09 GRA	postage to 81001, 60108	10/01/2023	7.84	7.84	10/09/2023
3184	MASTERCARD	2023_09 GRA	adhesive spray	10/01/2023	8.99	8.99	10/09/2023
3184	MASTERCARD	2023_09 GRA	5 books	10/01/2023	115.16	115.16	10/09/2023
3184	MASTERCARD	2023_09 GRA	postage to 91764, 37087	10/01/2023	11.70	11.70	10/09/2023
3184	MASTERCARD	2023_09 GRA	postage to 82718	10/01/2023	3.72	3.72	10/09/2023
3184	MASTERCARD	2023_09 GRA	postage to 59034	10/01/2023	4.43	4.43	10/09/2023
3184	MASTERCARD	2023_09 GRA	postage to 60108, 78404, 97124,	10/01/2023	19.31	19.31	10/09/2023
3184	MASTERCARD	2023_09 GRA	postage to 59812	10/01/2023	4.43	4.43	10/09/2023
3184	MASTERCARD	2023_09 HAEF	3"x15' Suction/Intake	10/01/2023	124.99	124.99	10/09/2023
3184	MASTERCARD	2023_09 HAEF	2023 Water School Townsend & H	10/01/2023	600.00	600.00	10/09/2023
3184	MASTERCARD	2023_09 HAPP	cloud storage for court	10/01/2023	.99	.99	10/09/2023
3184	MASTERCARD	2023_09 HOFF	Monitor	10/01/2023	349.00	349.00	10/09/2023
3184	MASTERCARD	2023_09 HOL	Conference	10/01/2023	199.00	199.00	10/09/2023
3184	MASTERCARD	2023_09 HOL	Credit- wrong signs returned	10/01/2023	145.50-	145.50-	10/09/2023
3184	MASTERCARD	2023_09 HOL	Bob Knutson	10/01/2023	50.00	50.00	10/09/2023
3184	MASTERCARD	2023_09 JOHN	office supplies	10/01/2023	38.86	38.86	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Software subscription	10/01/2023	40.00	40.00	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Parks Dept. garbage bags, partial	10/01/2023	48.44	48.44	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Employee jacket- D. Hedges	10/01/2023	119.99	119.99	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Employee only sign	10/01/2023	7.99	7.99	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Pest management cartridges	10/01/2023	55.00	55.00	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Pest management cartridges	10/01/2023	54.99	54.99	10/09/2023
3184	MASTERCARD	2023_09 KINNI	5 point 1/2 inch sockets	10/01/2023	48.06	48.06	10/09/2023
3184	MASTERCARD	2023_09 KINNI	5 point 1/2 inch sockets	10/01/2023	48.06	48.06	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Employee only sign	10/01/2023	10.94	10.94	10/09/2023
3184	MASTERCARD	2023_09 KINNI	High vis. Employee Shirts/ vests	10/01/2023	211.96	211.96	10/09/2023
3184	MASTERCARD	2023_09 KINNI	High vis. Employee Shirts/ vests	10/01/2023	211.97	211.97	10/09/2023
3184	MASTERCARD	2023_09 KINNI	High vis. Employee Shirts/ vests	10/01/2023	211.97	211.97	10/09/2023
3184	MASTERCARD	2023_09 KINNI	High vis. Employee Shirts/ vests	10/01/2023	211.97	211.97	10/09/2023
3184	MASTERCARD	2023_09 KINNI	High vis. Employee Shirts/ vests	10/01/2023	211.97	211.97	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Josh's going away party cake	10/01/2023	36.99	36.99	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Carwash- Valid Purchase, no rece	10/01/2023	7.38	7.38	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Software subscription	10/01/2023	56.59	56.59	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Office Chairs- Order later cancele	10/01/2023	48.80	48.80	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Office Chairs- Order later cancele	10/01/2023	48.80	48.80	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Office Chairs- Order later cancele	10/01/2023	48.80	48.80	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Office Chairs- Order later cancele	10/01/2023	48.80	48.80	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Office Chairs- Order later cancele	10/01/2023	48.80	48.80	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Meter reading supplies batteries-	10/01/2023	50.50	50.50	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Waterproof clipboard	10/01/2023	24.80	24.80	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Toilet Paper 3 qty- Parks Dept.	10/01/2023	190.47	190.47	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Office Supplies-Colored paper	10/01/2023	8.49	8.49	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Requested receipt from Grant- se	10/01/2023	60.00	60.00	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Shipping fees- returned street sig	10/01/2023	46.53	46.53	10/09/2023
3184	MASTERCARD	2023_09 KINNI	Bob's retirement cake	10/01/2023	33.99	33.99	10/09/2023
3184	MASTERCARD	2023_09 O'RO	Measuring wheel	10/01/2023	49.97	49.97	10/09/2023
3184	MASTERCARD	2023_09 O'RO	Office Supplies- pens	10/01/2023	12.29	12.29	10/09/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2023_09 O'RO	Office Supplies- pens	10/01/2023	7.99	7.99	10/09/2023
3184	MASTERCARD	2023_09 PIER	IO Needles	10/01/2023	559.08	559.08	10/09/2023
3184	MASTERCARD	2023_09 PIER	quarterly training	10/01/2023	11.07	11.07	10/09/2023
3184	MASTERCARD	2023_09 PIER	quarterly training	10/01/2023	99.49	99.49	10/09/2023
3184	MASTERCARD	2023_09 PURK	File 941	10/01/2023	5.95	5.95	10/09/2023
3184	MASTERCARD	2023_09 PURK	Resend ACA Forms	10/01/2023	34.20	34.20	10/09/2023
3184	MASTERCARD	2023_09 PURK	August Medwrite	10/01/2023	11,321.64	11,321.64	10/09/2023
3184	MASTERCARD	2023_09 PURK	Flag Football Jerseys	10/01/2023	3,480.00	3,480.00	10/09/2023
3184	MASTERCARD	2023_09 SEVE	MT Planning Conference_ hotel fe	10/01/2023	541.32	541.32	10/09/2023
3184	MASTERCARD	2023_09 SEVE	MT Dntown Conference - confe	10/01/2023	153.65	153.65	10/09/2023
3184	MASTERCARD	2023_09 SEVE	MT Planning Conference_dinner d	10/01/2023	47.00	47.00	10/09/2023
3184	MASTERCARD	2023_09 SEVE	MT Planning Conference_dinner	10/01/2023	29.00	29.00	10/09/2023
3184	MASTERCARD	2023_09 SEVE	MT Planning Conference_dinner	10/01/2023	18.00	18.00	10/09/2023
3184	MASTERCARD	2023_09 SKAG	30lb Low profile CR	10/01/2023	79.98	79.98	10/09/2023
3184	MASTERCARD	2023_09 SKAG	Portable Toilet deodorizer supplies	10/01/2023	213.85	213.85	10/09/2023
3184	MASTERCARD	2023_09 SKAG	ISA Arborist Exam- Schwartzer	10/01/2023	347.00	347.00	10/09/2023
3184	MASTERCARD	2023_09 STOR	275 Gallon Mixer paddle	10/01/2023	155.98	155.98	10/09/2023
3184	MASTERCARD	2023_09 STOR	Josh Nelson farewell party	10/01/2023	68.09	68.09	10/09/2023
3184	MASTERCARD	2023_09 STOR	Cast iron flange bolts, and bearing	10/01/2023	32.39	32.39	10/09/2023
3184	MASTERCARD	2023_09 STOR	Safety Airgun with volume control	10/01/2023	91.89	91.89	10/09/2023
3184	MASTERCARD	2023_09 STOR	Prime membership (Now cancelle	10/01/2023	14.99	14.99	10/09/2023
3184	MASTERCARD	2023_09 STOR	Scalehouse Maintenance Day	10/01/2023	112.45	112.45	10/09/2023
3184	MASTERCARD	2023_09 STOR	Josh farewell party	10/01/2023	83.13	83.13	10/09/2023
3184	MASTERCARD	2023_09 TARR	Kids Club Snacks	10/01/2023	6.52	6.52	10/09/2023
3184	MASTERCARD	2023_09 TARR	Kids Club Snacks	10/01/2023	67.22	67.22	10/09/2023
3184	MASTERCARD	2023_09 TARR	Leary Team Volleyball Uniform	10/01/2023	166.60	166.60	10/09/2023
3184	MASTERCARD	2023_09 TARR	Livingston Dental Volleyball Unifor	10/01/2023	172.59	172.59	10/09/2023
3184	MASTERCARD	2023_09 TARR	Dairy Queen Volleyball Uniform	10/01/2023	166.60	166.60	10/09/2023
3184	MASTERCARD	2023_09 TARR	Misfits Volleyball Uniform	10/01/2023	169.10	169.10	10/09/2023
3184	MASTERCARD	2023_09 TARR	Employee Picnic	10/01/2023	36.92	36.92	10/09/2023
3184	MASTERCARD	2023_09 TARR	Office Supplies	10/01/2023	31.20	31.20	10/09/2023
3184	MASTERCARD	2023_09 TARR	Employee Picnic	10/01/2023	8.97	8.97	10/09/2023
3184	MASTERCARD	2023_09 TARR	Employee Picnic Coolers	10/01/2023	454.97	454.97	10/09/2023
3184	MASTERCARD	2023_09 TARR	Sweet Digs Volleyball Uniform	10/01/2023	166.60	166.60	10/09/2023
3184	MASTERCARD	2023_09 TARR	Employee Picnic	10/01/2023	80.99	80.99	10/09/2023
3184	MASTERCARD	2023_09 TARR	News/Media	10/01/2023	12.00	12.00	10/09/2023
3184	MASTERCARD	2023_09 TARR	Deen Team Volleyball Uniform	10/01/2023	151.48	151.48	10/09/2023
3184	MASTERCARD	2023_09 TARR	Floyd Team Volleyball Uniform	10/01/2023	166.60	166.60	10/09/2023
3184	MASTERCARD	2023_09 TARR	Maverick Realty Volleyball Unifor	10/01/2023	161.01	161.01	10/09/2023
3184	MASTERCARD	2023_09 TARR	Falcons Flag Football Grant - Whi	10/01/2023	51.01	51.01	10/09/2023
3184	MASTERCARD	2023_09 TARR	Falcons Flag Football Grant - Unif	10/01/2023	1,490.00	1,490.00	10/09/2023
3184	MASTERCARD	2023_09 TARR	Falcons Flag Football Grant - Coa	10/01/2023	400.00	400.00	10/09/2023
3184	MASTERCARD	2023_09 TIDW	Ultrasonic cleaning machine	10/01/2023	232.99	232.99	10/09/2023
3184	MASTERCARD	2023_09 TIDW	Flex Auger Bit Set	10/01/2023	81.96	81.96	10/09/2023
3184	MASTERCARD	2023_09 TIDW	Chairs	10/01/2023	243.98	243.98	10/09/2023
3184	MASTERCARD	2023_09 TIDW	Electrical tape, industrial shelving	10/01/2023	754.42	754.42	10/09/2023
3184	MASTERCARD	2023_09 TIDW	Super bright LED lights	10/01/2023	438.70	438.70	10/09/2023
3184	MASTERCARD	2023_09 TIDW	Wireless keyboard and mouse	10/01/2023	39.99	39.99	10/09/2023
3184	MASTERCARD	2023_09 TIDW	Battery	10/01/2023	882.88	882.88	10/09/2023
3184	MASTERCARD	2023_09 TIDW	Tractor Grease Gun	10/01/2023	93.58	93.58	10/09/2023
3184	MASTERCARD	2023_09 TIDW	Big & Tall Desk Chairs	10/01/2023	459.72	459.72	10/09/2023
3184	MASTERCARD	2023_09 TIDW	Desktop Computer	10/01/2023	229.00	229.00	10/09/2023
Total MASTERCARD:					35,853.74	35,853.74	

<b>MISC</b>							
99999	MISC	2023.11.30	WITNESS FEE	11/30/2023	10.00	10.00	12/13/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
99999	MISC	2023.11.30.1	WITNESS FEE	11/30/2023	10.00	10.00	12/13/2023
99999	MISC	CR2023-0007	Bond Refund	12/01/2023	590.00	590.00	12/01/2023
99999	MISC	TK2019-0475	Bond Refund	12/01/2023	690.00	690.00	12/01/2023
99999	MISC	TK2023-0114	RESTITUTION	11/17/2023	200.00	200.00	11/17/2023
99999	MISC	TK2023-0156	RESTITUION	12/01/2023	261.00	261.00	12/01/2023
99999	MISC	TK2023-0156-2	RESTITUION	12/01/2023	350.00	350.00	12/01/2023
99999	MISC	TK2023-0178	Bond Refund	12/01/2023	2,020.00	2,020.00	12/01/2023
99999	MISC	TK2023-0191	Bond Refund	11/17/2023	200.00	200.00	11/17/2023
99999	MISC	TK2023-0206	Bond Refund	12/01/2023	185.00	185.00	12/01/2023
99999	MISC	TK2023-0367	Bond Refund	11/17/2023	1,085.00	1,085.00	11/17/2023
Total MISC:					5,601.00	5,601.00	
<b>MMIA - LIABILITY PROGRAM</b>							
2727	MMIA - LIABILITY PROGRAM	DR1005506	EV2023010789	11/30/2023	1,500.00	1,500.00	12/13/2023
Total MMIA - LIABILITY PROGRAM:					1,500.00	1,500.00	
<b>MOBILE REPAIR &amp; WELDING, INC</b>							
10	MOBILE REPAIR & WELDING, IN	34407	sSPREADER REPAIR	11/02/2023	205.25	205.25	12/01/2023
10	MOBILE REPAIR & WELDING, IN	34472	CHANNEL	11/27/2023	19.55	19.55	12/13/2023
Total MOBILE REPAIR & WELDING, INC:					224.80	224.80	
<b>MONTANA EMS AND TRAUMA SYSTEMS</b>							
10005	MONTANA EMS AND TRAUMA S	00000876	GROUND TRANSPORT LICENS	12/06/2023	35.00	35.00	12/06/2023
Total MONTANA EMS AND TRAUMA SYSTEMS:					35.00	35.00	
<b>MONTANA FLAG AND POLE LLC</b>							
10003	MONTANA FLAG AND POLE LLC	INV2023-150	FLAGS	12/01/2023	851.80	851.80	12/13/2023
Total MONTANA FLAG AND POLE LLC:					851.80	851.80	
<b>MONTANA LANGUAGE SERVICES</b>							
10005	MONTANA LANGUAGE SERVIC	2023.11.21	INTERPETING	11/21/2023	237.50	237.50	12/13/2023
Total MONTANA LANGUAGE SERVICES:					237.50	237.50	
<b>MONTANA LAW ENFORCEMENT ACADEMY</b>							
642	MONTANA LAW ENFORCEMENT	21912	Training GUNDERSON	12/08/2023	201.00	201.00	12/13/2023
642	MONTANA LAW ENFORCEMENT	21936	BASIC COURSE	12/08/2023	3,000.00	3,000.00	12/13/2023
Total MONTANA LAW ENFORCEMENT ACADEMY:					3,201.00	3,201.00	
<b>MOTION PICTURE LICENSING CORP</b>							
10003	MOTION PICTURE LICENSING	50449183	LICENSE	10/21/2023	668.05	668.05	12/01/2023
Total MOTION PICTURE LICENSING CORP:					668.05	668.05	
<b>MSC #30157</b>							
10005	MSC #30157	268589	WARTHOG OVERHAUL KIT	11/21/2023	461.94	461.94	12/13/2023
Total MSC #30157:					461.94	461.94	
<b>NORMONT EQUIPMENT</b>							
12	NORMONT EQUIPMENT	30760	SHOVEL/HOOK	11/01/2023	1,404.50	1,404.50	12/13/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
12	NORMONT EQUIPMENT	30760	POLE	11/01/2023	955.18	955.18	12/13/2023
Total NORMONT EQUIPMENT:					2,359.68	2,359.68	
<b>NORTHWEST PIPE FITTINGS, INC</b>							
423	NORTHWEST PIPE FITTINGS, I	542073	FLANGED GATE VALVE	11/28/2023	1,167.64	1,167.64	12/13/2023
Total NORTHWEST PIPE FITTINGS, INC:					1,167.64	1,167.64	
<b>NORTHWESTERN ENERGY</b>							
151	NORTHWESTERN ENERGY	0708370-2 202	8th & Park Sprinklers	11/21/2023	6.59	6.59	12/13/2023
151	NORTHWESTERN ENERGY	0709877-5 202	200 E Reservoir (north side hill)	11/21/2023	769.10	769.10	12/13/2023
151	NORTHWESTERN ENERGY	0709880-9 202	200 River Drive - Pool	11/21/2023	151.48	151.48	12/13/2023
151	NORTHWESTERN ENERGY	0709881-7 202	229 River Drive - Civic Center	11/21/2023	1,008.38	1,008.38	12/13/2023
151	NORTHWESTERN ENERGY	0709882-5 202	229 River Drive - Pump Civic Cent	11/21/2023	11.08	11.08	12/13/2023
151	NORTHWESTERN ENERGY	0719271-9 202	601 Robin Lane - Well	11/21/2023	2,251.38	2,251.38	12/13/2023
151	NORTHWESTERN ENERGY	0719272-7 202	4 Billman Lane - Well	11/21/2023	2,036.38	2,036.38	12/13/2023
151	NORTHWESTERN ENERGY	0719358-4 202	Street Lights - Livingston	11/21/2023	2,901.15	2,901.15	12/13/2023
151	NORTHWESTERN ENERGY	0719373-3 202	229 River Drive	11/21/2023	10.03	10.03	12/13/2023
151	NORTHWESTERN ENERGY	0720113-0 202	229 River Drive - CC Building	11/21/2023	124.63	124.63	12/13/2023
151	NORTHWESTERN ENERGY	0720122-1 202	400 North M	11/21/2023	12.35	12.35	12/13/2023
151	NORTHWESTERN ENERGY	0802599-1 202	608 W Chinook	11/21/2023	53.70	53.70	12/13/2023
151	NORTHWESTERN ENERGY	0933715-5 202	710 W Callender	11/21/2023	33.99	33.99	12/13/2023
151	NORTHWESTERN ENERGY	3837245-4 202	220 E PARK	11/09/2023	462.07	462.07	12/01/2023
Total NORTHWESTERN ENERGY:					9,832.31	9,832.31	
<b>O'REILLY AUTOMOTIVE, INC</b>							
2437	O'REILLY AUTOMOTIVE, INC	1558-333184	BLUE DEF	12/03/2023	35.98	35.98	12/13/2023
2437	O'REILLY AUTOMOTIVE, INC	1558-333464	ACID BRUSH	12/06/2023	46.82	46.82	12/13/2023
Total O'REILLY AUTOMOTIVE, INC:					82.80	82.80	
<b>PARK COUNTY</b>							
272	PARK COUNTY	1087	IT LIBRARY	11/27/2023	6,500.00	6,500.00	12/13/2023
272	PARK COUNTY	2023_10	CITY SHARE MATS	10/31/2023	44.92	44.92	12/01/2023
272	PARK COUNTY	2023_10	CITY SHARE MATS	10/31/2023	46.34	46.34	12/01/2023
272	PARK COUNTY	2023_10	MOWING	10/31/2023	99.90	99.90	12/01/2023
272	PARK COUNTY	2023_10	WINTERIZE SPRINKLERS	10/31/2023	66.60	66.60	12/01/2023
272	PARK COUNTY	2023_10	MOWING	10/31/2023	33.30	33.30	12/01/2023
272	PARK COUNTY	2023_10	PHONES - CITY/COUNTY COMP	10/31/2023	345.37	345.37	12/01/2023
272	PARK COUNTY	2023_10	INTERNET - CITY/COUNTY COM	10/31/2023	2,679.19	2,679.19	12/01/2023
272	PARK COUNTY	2023_10	INTERNET - CITY HALL	10/31/2023	835.69	835.69	12/01/2023
272	PARK COUNTY	2023_10	INTERNET - PUBLIC WORKS	10/31/2023	194.17	194.17	12/01/2023
272	PARK COUNTY	2023_10	INTERNET - PUBLIC WORKS	10/31/2023	194.17	194.17	12/01/2023
272	PARK COUNTY	2023_10	INTERNET - PUBLIC WORKS	10/31/2023	194.17	194.17	12/01/2023
272	PARK COUNTY	2023_10	INTERNET - PUBLIC WORKS	10/31/2023	194.18	194.18	12/01/2023
272	PARK COUNTY	2023_10	INTERNET - CIVIC CENTER	10/31/2023	776.69	776.69	12/01/2023
272	PARK COUNTY	2023_10	INTERNET - TRANSFER STATIO	10/31/2023	228.55	228.55	12/01/2023
272	PARK COUNTY	2023_10	INTERNET - POOL	10/31/2023	228.55	228.55	12/01/2023
272	PARK COUNTY	2023_10	INTERNET - STREET SHOP	10/31/2023	76.18	76.18	12/01/2023
272	PARK COUNTY	2023_10	INTERNET - STREET SHOP	10/31/2023	76.19	76.19	12/01/2023
272	PARK COUNTY	2023_10	INTERNET - STREET SHOP	10/31/2023	76.18	76.18	12/01/2023
272	PARK COUNTY	2023_10	ANALOG LINE - LOBBY ELEVAT	10/31/2023	9.47	9.47	12/01/2023
272	PARK COUNTY	2023_10	IT SUPPORT	10/31/2023	112.50	112.50	12/01/2023
272	PARK COUNTY	2023_10	CITY/COUNTY JANITORIAL	10/31/2023	2,148.24	2,148.24	12/01/2023
272	PARK COUNTY	2023_10	RECYLING	10/31/2023	74.00	74.00	12/01/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
272	PARK COUNTY	2023_10	REMOTE MANAGMENT & PLAT	10/31/2023	273.62	273.62	12/01/2023
272	PARK COUNTY	2023_10	SEP POWER BILL	10/31/2023	2,910.96	2,910.96	12/01/2023
272	PARK COUNTY	2023_10	HVAC REPAIRS	10/31/2023	51.80	51.80	12/01/2023
272	PARK COUNTY	2023_10	IT SOFTWARE	10/31/2023	276.61	276.61	12/01/2023
272	PARK COUNTY	2023_10	VIDEO CONF - SEPT	10/31/2023	89.55	89.55	12/01/2023
272	PARK COUNTY	2023_10	STANDARD PHONE - SEPT	10/31/2023	67.55	67.55	12/01/2023
272	PARK COUNTY	2023_10	IT CITY PORTION - SEPT	10/31/2023	371.54	371.54	12/01/2023
272	PARK COUNTY	2023_10	CITY/COUNTY GENERATOR SE	10/31/2023	577.20	577.20	12/01/2023
272	PARK COUNTY	2023_10	OCT- CELL PHONE	10/31/2023	533.42	533.42	12/01/2023
Total PARK COUNTY:					20,386.80	20,386.80	
<b>PARK COUNTY CLERK &amp; RECORDER</b>							
1553	PARK COUNTY CLERK & RECO	RESOLUTION	RECORD RESOLUTION 1939 &	12/07/2023	24.00	24.00	12/07/2023
Total PARK COUNTY CLERK & RECORDER:					24.00	24.00	
<b>PARK COUNTY TREASURER - TECH</b>							
1702	PARK COUNTY TREASURER - T	2023.10.31	OCT COLLECTIONS	10/31/2023	190.00	190.00	12/13/2023
1702	PARK COUNTY TREASURER - T	2023.11.30	NOV COLLECTIONS	11/30/2023	215.00	215.00	12/13/2023
1702	PARK COUNTY TREASURER - T	2023.8.31	AUG COLLECTIONS	08/31/2023	230.00	230.00	12/13/2023
Total PARK COUNTY TREASURER - TECH:					635.00	635.00	
<b>PARK COUNTY TREASURER/M.L.E.A.</b>							
2156	PARK COUNTY TREASURER/M.	2023.10.31	OCT COLLECTIONS	10/31/2023	225.00	225.00	12/13/2023
2156	PARK COUNTY TREASURER/M.	2023.11.30	NOV COLLECTIONS	11/30/2023	230.00	230.00	12/13/2023
2156	PARK COUNTY TREASURER/M.	2023.8.31	AUG COLLECTIONS	08/31/2023	85.00	85.00	12/13/2023
Total PARK COUNTY TREASURER/M.L.E.A.:					540.00	540.00	
<b>PARK COUNTY VICTIM WITNESS</b>							
1544	PARK COUNTY VICTIM WITNES	2023.10.31	OCT COLLECTIONS	10/31/2023	339.00	339.00	12/13/2023
1544	PARK COUNTY VICTIM WITNES	2023.11.30	NOV COLLECTIONS	11/30/2023	315.00	315.00	12/13/2023
1544	PARK COUNTY VICTIM WITNES	2023.8.31	AUG COLLECTIONS	08/31/2023	324.00	324.00	12/13/2023
Total PARK COUNTY VICTIM WITNESS:					978.00	978.00	
<b>PITNEY BOWES</b>							
10001	PITNEY BOWES	2023.11	Meter Refill	11/01/2023	1,000.00	1,000.00	11/22/2023
10001	PITNEY BOWES	3318166777	Lease - City County Complex	10/08/2023	135.00	135.00	10/27/2023
10001	PITNEY BOWES	3318182975	City Hall Lease	10/15/2023	193.00	193.00	11/03/2023
10001	PITNEY BOWES	3318182975	City Hall Lease	10/15/2023	193.00	193.00	11/03/2023
10001	PITNEY BOWES	3318182975	City Hall Lease	10/15/2023	193.00	193.00	11/03/2023
Total PITNEY BOWES:					1,714.00	1,714.00	
<b>RIVERSIDE HARDWARE LLC</b>							
3659	RIVERSIDE HARDWARE LLC	209386	hex nut	11/07/2023	14.69	14.69	12/13/2023
3659	RIVERSIDE HARDWARE LLC	209438	DRILL BIT	11/08/2023	17.38	17.38	12/13/2023
Total RIVERSIDE HARDWARE LLC:					32.07	32.07	
<b>SAFETRAC</b>							
3143	SAFETRAC	41844	CDL Services	12/01/2023	520.30	520.30	12/13/2023
3143	SAFETRAC	41958	EMPLOYMENT SCREEN	11/30/2023	922.55	922.55	12/13/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SAFETRAC:					1,442.85	1,442.85	
<b>SCHROETLIN, PHILIP</b>							
3730	SCHROETLIN, PHILIP	77281-1	reimb-UNIFORM	12/01/2023	61.50	61.50	12/13/2023
Total SCHROETLIN, PHILIP:					61.50	61.50	
<b>SHERWIN WILLIAMS</b>							
443	SHERWIN WILLIAMS	0E0041571A72	FLEX PRO HOSE	10/02/2023	961.97	961.97	12/01/2023
Total SHERWIN WILLIAMS:					961.97	961.97	
<b>SWS EQUIPMENT</b>							
10000	SWS EQUIPMENT	0162323-IN	CYLINDER	11/03/2023	725.02	725.02	12/01/2023
Total SWS EQUIPMENT:					725.02	725.02	
<b>TARR, MARGARET</b>							
3586	TARR, MARGARET	2023.12.7	EVENT SUPPLIES	12/07/2023	333.89	333.89	12/13/2023
Total TARR, MARGARET:					333.89	333.89	
<b>THE COMPANIES</b>							
10005	THE COMPANIES	HAMDA000	Ambulance Refund	11/04/2023	328.11	328.11	11/30/2023
Total THE COMPANIES:					328.11	328.11	
<b>THOMSON REUTERS - WEST</b>							
2823	THOMSON REUTERS - WEST	849361780	SOFTWARE	12/01/2023	353.65	353.65	12/13/2023
Total THOMSON REUTERS - WEST:					353.65	353.65	
<b>THROTTLE DOWN KUSTOMS INC</b>							
10005	THROTTLE DOWN KUSTOMS IN	2023.12.7	DOG BOX	12/07/2023	250.00	250.00	12/11/2023
Total THROTTLE DOWN KUSTOMS INC:					250.00	250.00	
<b>TOWN &amp; COUNTRY FOODS - LIVINGSTON</b>							
2595	TOWN & COUNTRY FOODS - LI	300	Station supplies	12/04/2023	7.12	7.12	12/13/2023
Total TOWN & COUNTRY FOODS - LIVINGSTON:					7.12	7.12	
<b>TRACTOR &amp; EQUIPMENT CO</b>							
10005	TRACTOR & EQUIPMENT CO	BLW00229288	ASSEMBLE AND INSTALL SCAR	10/17/2023	1,168.12	1,168.12	12/01/2023
Total TRACTOR & EQUIPMENT CO:					1,168.12	1,168.12	
<b>TRANSUNION RISK &amp; ALTERNATIVE</b>							
3376	TRANSUNION RISK & ALTERNA	380349-202311	investigative resear	12/01/2023	75.00	75.00	12/13/2023
Total TRANSUNION RISK & ALTERNATIVE:					75.00	75.00	
<b>ULINE</b>							
3564	ULINE	170491572	POLYBAG	11/02/2023	101.91	101.91	12/01/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total ULINE:					101.91	101.91	
<b>UPS STORE #2420, THE</b>							
292	UPS STORE #2420, THE	2023.12.2	Shipment	12/02/2023	14.78	14.78	12/13/2023
Total UPS STORE #2420, THE:					14.78	14.78	
<b>US BANK</b>							
10005	US BANK	2450863	SID 179 BOND PAYMENT WATE	11/28/2023	5,000.00	5,000.00	12/04/2023
10005	US BANK	2450863	SID 179 BOND PAYMENT WATE	11/28/2023	431.25	431.25	12/04/2023
10005	US BANK	2450864	WRF BOND PAYMENT	11/28/2023	84,000.00	84,000.00	12/04/2023
10005	US BANK	2450864	WRF BOND PAYMENT	11/28/2023	70,525.00	70,525.00	12/04/2023
10005	US BANK	2450865	WTIF BOND PAYMENT WATER	11/28/2023	12,000.00	12,000.00	12/04/2023
10005	US BANK	2450865	WTIF BOND PAYMENT WATER	11/28/2023	900.00	900.00	12/04/2023
10005	US BANK	2450866	WRF BOND PAYMENT	11/28/2023	10,000.00	10,000.00	12/04/2023
10005	US BANK	2450866	WRF BOND PAYMENT	11/28/2023	1,137.50	1,137.50	12/04/2023
10005	US BANK	2451009	SID 179 BOND PAYMENT SEWE	11/28/2023	10,000.00	10,000.00	12/04/2023
10005	US BANK	2451009	SID 179 BOND PAYMENT SEWE	11/28/2023	768.75	768.75	12/04/2023
10005	US BANK	2451010	WTIF BOND PAYMENT SEWER	11/28/2023	23,000.00	23,000.00	12/04/2023
10005	US BANK	2451010	WTIF BOND PAYMENT SEWER	11/28/2023	1,781.25	1,781.25	12/04/2023
Total US BANK:					219,543.75	219,543.75	
<b>US POST OFFICE</b>							
2596	US POST OFFICE	2023.11.20	First-Class Presort	11/20/2023	103.33	103.33	12/13/2023
2596	US POST OFFICE	2023.11.20	First-Class Presort	11/20/2023	103.33	103.33	12/13/2023
2596	US POST OFFICE	2023.11.20	First-Class Presort	11/20/2023	103.34	103.34	12/13/2023
Total US POST OFFICE:					310.00	310.00	
<b>USA BLUEBOOK</b>							
1430	USA BLUEBOOK	INV00182942	FILTER	11/01/2023	656.96	656.96	12/01/2023
1430	USA BLUEBOOK	INV00185091	bOTTLES	11/02/2023	2,098.71	2,098.71	12/01/2023
Total USA BLUEBOOK:					2,755.67	2,755.67	
<b>UTILITIES UNDERGROUND LOCATION</b>							
3472	UTILITIES UNDERGROUND LO	3115092	Excavation Notifica	11/30/2023	34.54	34.54	12/13/2023
3472	UTILITIES UNDERGROUND LO	3115092	Excavation Notifica	11/30/2023	34.54	34.54	12/13/2023
3472	UTILITIES UNDERGROUND LO	3115092	Excavation Notifica	11/30/2023	34.54	34.54	12/13/2023
Total UTILITIES UNDERGROUND LOCATION:					103.62	103.62	
<b>WHISTLER TOWING, LLC</b>							
3237	WHISTLER TOWING, LLC	2824	TOW-PONTIAC	12/01/2023	225.00	225.00	12/13/2023
3237	WHISTLER TOWING, LLC	7932	REPAIR MEDIC 1	11/10/2023	833.84	833.84	12/13/2023
Total WHISTLER TOWING, LLC:					1,058.84	1,058.84	
Grand Totals:					656,449.42	656,449.42	

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



**File Attachments for Item:**

**D. APPROVAL OF CITY COURT FINANCIAL REPORT FROM JULY 2023 - OCTOBER 2023**

LIVINGSTON CITY COURT  
MONTHLY FINANCIAL REPORT

Month: JULY 2023

Dismissed-Plea Agreement: 5  
“ Pretrial Diversion/Deferred:0  
“ Miscellaneous: 13

Paid-Bond Forfeit/Fines/Time Payments: \$5,693.00

Parking Enforcement & Police issued Parking Tickets: \$1,875.00

TOTAL \$7,568.00.

MLEA Surcharge: \$ n/A  
TECH Surcharge: \$ “  
Victim/Witness Surcharge: \$ “  
MISD Surcharge: \$ “  
Court Costs \$ “

TOTAL: 0

**Total amount credited to City of Livingston General Fund: \$7,568.00**

*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: JULY 2023*

Prepared by: Holly Happe  
Hon. Holly Happe  
Livingston City Judge

Date: 11-30-23

LIVINGSTON CITY COURT  
MONTHLY FINANCIAL REPORT

Month: AUGUST 2023

Dismissed-Plea Agreement: 3  
“ Pretrial Diversion/Deferred:0  
“ Miscellaneous: 6

Paid-Bond Forfeit/Fines/Time Payments: \$7,630.00

Parking Enforcement & Police issued Parking Tickets: \$1,241.00

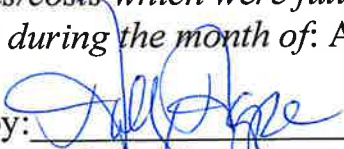
TOTAL \$8,871.00.

MLEA Surcharge: \$240.00  
TECH Surcharge: \$230.00  
Victim/Witness Surcharge: \$324.00  
MISD Surcharge: \$571.00  
Court Costs \$ 85.00

TOTAL: (\$1,430.00)

**Total amount credited to City of Livingston General Fund: \$7,441.00**

*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: AUGUST 2023*

Prepared by:   
Hon. Holly Happe  
Livingston City Judge

Date: 11-30-23

LIVINGSTON CITY COURT  
MONTHLY FINANCIAL REPORT

Month: SEPTEMBER 2023

Dismissed-Plea Agreement: 2

“ Pretrial Diversion/Deferred: 3

“ Miscellaneous: 1

Paid-Bond Forfeit/Fines/Time Payments: \$7,321.00

Parking Enforcement & Police issued Parking Tickets: \$4,199.99

TOTAL \$11,520.99.

MLEA Surcharge: \$360.00

TECH Surcharge: \$280.00

Victim/Witness Surcharge: \$360.00


MISD Surcharge: \$615.00

Court Costs \$108.00

TOTAL: (\$1,723.00)

**Total amount credited to City of Livingston General Fund: \$9,797.99**

*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: SEPTEMBER 2023*

Prepared by:   
Hon. Holly Happe  
Livingston City Judge

Date: 11-30-23

LIVINGSTON CITY COURT  
MONTHLY FINANCIAL REPORT

Month: OCTOBER 2023

Dismissed-Plea Agreement: 2

“ Pretrial Diversion/Deferred: 0

“ Miscellaneous: 3

Paid-Bond Forfeit/Fines/Time Payments: \$5,103.00

Parking Enforcement & Police issued Parking Tickets: \$3,313.00

TOTAL \$8,416.00

MLEA Surcharge: \$225.00

TECH Surcharge: \$190.00

Victim/Witness Surcharge: \$339.00

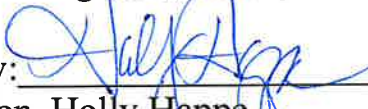
MISD Surcharge: \$408.00

Court Costs \$ 80.00

TOTAL: (\$1,242.00)

**Total amount credited to City of Livingston General Fund: \$7,174.00**

*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: OCTOBER 2023*

Prepared by:   
Hon. Holly Happe  
Livingston City Judge

Date: 11-30-23

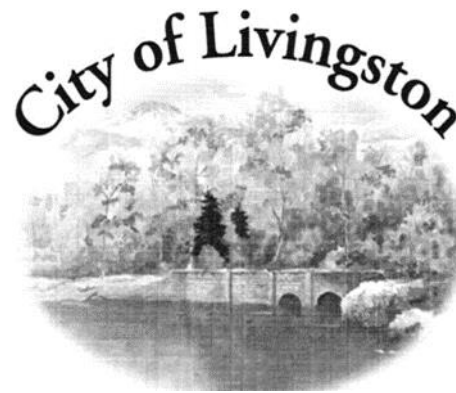
**File Attachments for Item:**

**E. AGREEMENT 20052 WITH BOUNDTREE MEDICAL FOR INVENTORY MANAGEMENT SOFTWARE**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 12/19/2023  
To: Chair Nootz and City Commissioners  
From: Fire Chief Josh Chabalowski

### **Staff Report for Agreement 20052**

#### **Recommendation and Summary**

Staff is recommending the Commission Approve Agreement 20052 with Boundtree Medical for using Operative IQ to track and monitor our medical supply consumables by adopting the following motion:

**“I move to approve Agreement 20052 with Boundtree Medical and authorize the City Manager to sign the Agreement.”**

The reasons for the recommendation are as follows:

- Provide streamlined tracking and accountability for medical supplies and use
- Reduce overall costs for medical supplies by curbing waste or expired items

#### **Introduction and History**

We have been budgeting around \$40,000 for medical supplies, annually. As we progress through each year, we end up wasting expiring medications and throwing away expired medical tools (IV catheters and airways) which are very costly. We also fall short on back stock for devices and medications used without accurate tracking after use and replacement. This year we have completely reorganized our medical supply room with inventory groups and color coding. The next logical step is to develop an organizational tracking mechanism to rotate stock, identify the next closest expiring medications and tools, and then move them on the frontline to be used instead of disposing of them.

#### **Analysis**

We were in the process of developing our own system when Boundtree Medical (our current, primary medical supplier) approached us with Operative IQ which is a QR based coding system used for tracking medical supplies and medications specifically for expiring meds and rotational use. The new system also allows for automatic re-ordering to prevent a drop in service by not having some medications or supplies on hand during emergencies. The system tracks expiring meds and tools so we can rotate our stock and get those nearly expired items to the front line to ensure use instead of wasting them.

**Fiscal Impact**

The program has been offered to our department for free, for the next three years. This will remain free for the three years provided we meet a sliding threshold of medical supply purchases over the continued three years.

**Strategic Alignment**

Efficiency of operations and minimization of loss align with the City’s efforts to be efficient users of public resources.

**Attachments**

- Attachment A: Contract Agreement 20052 with Boundtree





## Operative IQ Licensing Agreement

### Customer

Name: Livingston Fire/Rescue

Address: 414 E Callender St  
Livingston MT 59047

### Company

Bound Tree Medical, LLC

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

This Licensing Agreement (the "Agreement") is hereby entered this            day of           , 2023 (the "Effective Date") by and between Company and Customer (referred to herein as the "Parties" or "Party").

1. **Scope.** The terms and conditions below represent the terms and conditions under which Company will grant a license to Customer for the Operative IQ Mobile Inventory Management System for Emergency Medical Services (the "Software").
2. **Term.** The term of this Agreement shall become effective as of the Effective Date and shall remain in full force and effective for 3 year(s) after the Effective Date unless otherwise terminated in accordance with the provisions set forth herein.
3. **Grant of Non-Exclusive License.** Subject to the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive irrevocable license to the Software during the Term (the "License").
4. **Licensing Fee.** The fee for each License shall be as specified on Exhibit A, per Contract Year, payable as of the respective Contract Year. For this purpose a "Contract Year" is the twelve (12) consecutive month period beginning on the Effective Date, and each succeeding Twelve (12) month consecutive 12 month period during the Term. If this Agreement ends prior to the end of a Contract Year, the annual License fee will be pro-rated to reflect the number of months in the final Contract Year. The number of Licenses issued under this Agreement is as specified in Exhibit A.
5. **Software Accessories.** Customer may purchase Software Accessories needed to operate the software at the prices specified on Exhibit A and shall be payable at the time of purchase.
6. **Set Up and Training.** Set up of the Software shall be performed by the software developer at the price specified on Exhibit A.
7. **Warranties.** The Software and Software Accessories carry only those warranties made for them by their manufacturers. The duration of the warranty shall extend for the length of time set by the manufacturer. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. **Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES OR NONCONFORMITY OF THE

SOFTWARE AND SOFTWARE ACCESSORIES.

9. **Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
10. **Confidentiality.** Neither Party may disclose the terms and conditions of this Agreement to a third party without the prior written consent of the other, except as required by law or as necessary to perform its obligations under this Agreement. Notwithstanding the foregoing, Company may use certain Customer information as input data in a database where Customer's identity shall be kept anonymous. Neither party will make any press release nor other public announcement regarding this Agreement without the other party's prior written consent except as required under applicable law or by any governmental agency.
11. **Termination.** Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach has been given and such breach is not cured within thirty (30) days following the notice of breach. Company may terminate this agreement at any time upon written notice to the Customer.
12. **Relationship of Parties.** Each Party is an independent contractor of the other. Neither Party shall be the legal agent of the other for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, warranty, or representation, to execute any Agreement, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party, except to the extent specifically authorized in writing by the other Party.
13. **Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part



### Operative IQ Licensing Agreement

of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Supplier or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.

- 14. **Notices.** All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and such facsimile must be promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses first specified hereinabove, or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith, to the attention of the Chief Executive Officer. In addition, a copy of any notice to Company must be sent to General Counsel, Bound Tree Medical, LLC, 5000 Tuttle Crossing Blvd., Dublin, OH 43016 (such copy shall not constitute legal notice).
- 15. **Headings.** The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.
- 16. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this

Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Columbus, Ohio.

- 17. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law, each Party hereby waives any provision of law that would render any provision prohibited or unenforceable in any respect.
- 18. **Waiver of Jury Trial.** CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.
- 19. **Miscellaneous.** Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.
- 20. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Company Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**Customer**

**Bound Tree Medical, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Adrienne Morris

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.

**Exhibit A\***

**Customer Name:** Livingston Fire Dept  
**BTM Customer Number:** 209528  
**BTM Account Manager:** Kyle Lindsay  
**Number of Inventory Management Licenses:** 5  
**Rebate Period:** 3 Years

<b>Bound Tree Pricing Summary</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL</b>
Inventory & Asset Management Licenses	\$2,220	\$2,220	\$2,220	\$6,660
Training - Remote Training Hours (Qty:	\$1,000	\$0	\$0	\$1,000
<b>Total Fees Before Rebate</b>	<b>\$3,220</b>	<b>\$2,220</b>	<b>\$2,220</b>	<b>\$7,660</b>

\*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A).

Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.



## Customer Rebate Agreement

### Customer

Name: Livingston Fire/Rescue

Address: 414 E Callender St  
Livingst

### Company

Bound Tree Medical, LLC

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

**This Rebate Agreement** (the "Agreement") is hereby entered this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date") by and between Customer and Company (referred to herein as the "Parties" or "Party").

1. **Scope.** The terms and conditions below represent the terms and conditions under which Company will pay a rebate to Customer. The terms and conditions of any supply or similar contract executed, between the Parties shall apply to and govern this Agreement, to the extent the terms of that agreement do not conflict with the terms set forth herein. This Agreement shall include Exhibit A hereto, which is incorporated herein by reference.
2. **Eligibility for Rebate.** If the volume of products purchased by Customer from Company during the period of time set forth in Exhibit A (the "Rebate Period") satisfies or exceeds the minimum purchase targets specified in Exhibit A, Customer shall be eligible for a rebate in the amount specified in Exhibit A.
3. **Payment of Rebate.** The rebate is payable (as soon as practicable after the close of the Rebate Period) by credit memo upon calculation and approval of the rebate by Company.
4. **Compliance with Safe Harbor Requirements.** The Parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.
5. **Term.** This Agreement shall commence on the Effective Date and continue for a period of three years unless otherwise terminated in accordance with the provisions set forth herein.
6. **Confidentiality.** Neither Party may disclose the terms and conditions of this Agreement to a third Party without the prior written consent of the other, except as required by law or as necessary to perform its obligations under this Agreement. Notwithstanding the foregoing, Company may use certain Customer information as input data in a database where Customer's identity shall be kept anonymous.
7. **Warranties.** THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE REGARDING PRODUCTS PURCHASED FROM COMPANY AND/OR THE REBATE.

8. **Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.
9. **Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
10. **Termination.** Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach has been given and such breach is not cured within thirty (30) days following the notice of breach. Company may terminate this agreement at any time upon written notice to the Customer.
11. **Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Supplier or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of



### Customer Rebate Agreement

another jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Columbus, Ohio.

13. **Waiver of Jury Trial.** CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.

14. **Miscellaneous.** Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.

15. **Counterparts.** Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Company Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**Customer**

**Bound Tree Medical, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Adrienne Morris

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A\***

**Customer Name:** Livingston Fire Dept  
**BTM Customer Number:** 209528  
**BTM Account Manager:** Kyle Lindsay  
**Number of Inventory Management Licenses:** 5  
**Rebate Period:** 3 Years

<b>Bound Tree Pricing Summary</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL</b>
Inventory & Asset Management Licenses (Qty: 5)	\$2,220	\$2,220	\$2,220	\$6,660
Training - Remote Training Hours (Qty: 4)	\$1,000	\$0	\$0	\$1,000
<b>Total Fees Before Rebate</b>	<b>\$3,220</b>	<b>\$2,220</b>	<b>\$2,220</b>	<b>\$7,660</b>

<b>Bound Tree Discount Pricing Summary</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL</b>
<b>Rebate Percentage for Licenses</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	
Inventory & Asset Management Licenses	\$0	\$0	\$0	\$0
Fleet Management Licenses	\$0	\$0	\$0	\$0
Narcotics Tracking License (Enterprise 5)	\$0	\$0	\$0	\$0
RFID Data Service License (Enterprise 10)	\$0	\$0	\$0	\$0
Service Desk License (Enterprise 5)	\$0	\$0	\$0	\$0
Sandbox for Testing and Training	\$0	\$0	\$0	\$0
Training - Remote Training Hours (Qty: 4)	\$1,000	\$0	\$0	\$1,000
<b>Total Fees After Rebate</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,000</b>

<b>Rebate Calculation</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL</b>
<b>Rebate Percentage</b>	100%	100%	100%	<b>TOTAL SAVINGS</b>
<b>Minimum Purchase Commitment for Rebate</b>	\$35,500	\$37,000	\$39,000	
<b>Rebate Amount</b>	<b>\$2,220</b>	<b>\$2,220</b>	<b>\$2,220</b>	<b>\$6,660</b>

\*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.

**File Attachments for Item:**

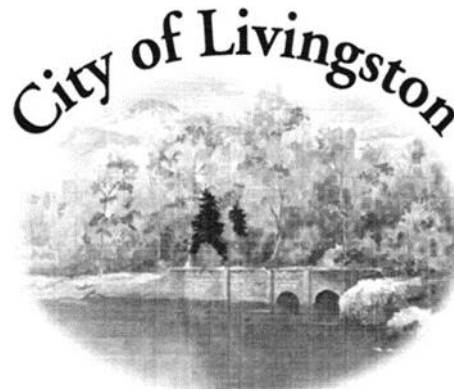
**F. AGREEMENT 20053 WITH BRIDGER BOWL INC. FOR USE OF THE CIVIC CENTER PARKING AREA**



**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 12/19/2023  
To: Chair Nootz and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Agreement 20053 with Bridger Bowl Inc.**

**Recommendation and Summary**

Staff is recommending the Commission approve Agreement 20053 with Bridger Bowl Inc. to allow non-exclusive use of certain city facilities as a park-and-ride lot by adopting the following motion:

“I move to approve Agreement Number 20053 with Bridger Bowl Inc. and authorize the City Manager to sign the Agreement.”

The reasons for the recommendation are as follows:

- Bridger Bowl Inc. has inquired with the City about utilizing a portion of the Civic Center parking lot as an employee shuttle for employees of Bridger Bowl.
- City staff has reviewed the request and it does not appear to create any operational or public use conflicts.

**Introduction and History**

Bridger Bowl Inc. has inquired with the City about utilizing a portion of the Civic Center parking lot as a park-and-ride location to support the operations of a shuttle for employees of Bridger Bowl. No overnight parking of the shuttle or user vehicles is contemplated as part of this agreement.

**Analysis**

City staff has reviewed the request and it does not appear to create any operational or public use conflicts. A small monthly rental charge is included to offset City costs associated with plowing the parking area. Additionally, liability insurance will provide coverage for any claims that may arise out of the agreement.

**Fiscal Impact**

The rental charge is intended to offset any minimal costs associated with the use.

**Strategic Alignment**

Growth Policy strategy 4.1.3.3 encourages the City to “Reduce climate disruption through compact growth and increased transportation choices that reduce the need for driving.” Enabling an employee shuttle provides increased transportation choice which should reduce the need for certain community members to drive.

**Attachments**

- Attachment A: Agreement 20053



**LEASE AGREEMENT**

AGREEMENT made and entered into as of the 19th day of December, 2023, by and between the City of Livingston, a municipal corporation and political subdivision of the State of Montana, with its principal office located at 220 E. Park Street, Livingston, Montana 59047, hereinafter referred to as the “City,” and Bridger Bowl Inc, of 15795 Bridger Canyon Road, Bozeman Montana 59715, hereinafter referred as “Lessee.”

**Recitals.**

**WHEREAS,** The City owns certain land located in the City of Livingston commonly known as the Civic Center parking lot in Miles Park; and

**WHEREAS,** The City recognizes the community health and safety benefits of shared commuting arrangements and is desirous of leasing to LESSEE to facilitate such a service; and

**WHEREAS,** LESSEE is desirous of leasing from the City said property under the terms and conditions contained in this agreement for use as a parking area for area employees utilizing a shuttle service to a common employment destination;

**NOW THEREFORE;** the non-exclusive lease of such property on such days by the Lessee is agreed as follows:

**SECTION ONE  
Description of Property**

The City owns certain land located in commonly known as the Civic Center parking lot in Miles Park, Livingston, Montana.

**SECTION TWO  
Inspection, Representations and Warranties**

LESSEE hereby acknowledges and agrees that it leases the property based upon its own inspection, knowledge and judgment and has not relied upon any representations or warranties, either

expressed or implied, from the City, its officers, employees, or agents. LESSEE hereby holds the City, its officers, employees or agents harmless and agrees to indemnify the City from any and all damage or destruction or property to and/or injury or death to persons growing out of the lease of said property.

**SECTION THREE  
Term and Rental Fees**

The term of this lease shall be for the duration of the Bridger Bowl ski season which ends in 2024. LESSEE agrees to pay, without demand, to the City as rent for the property the sum of \$300.00 per month, on or before the 10<sup>th</sup> day of each month.

**SECTION FOUR  
Insurance/Hold harmless**

To the fullest extent allowed by law, LESSEE agrees to save, defend, indemnify and hold harmless the City, its officers, employees and agents from any and all claims, losses, expenses and damages, including, but not limited to, court costs and reasonable attorney fees, which may be asserted against the City arising of the negligence or negligent or intentional acts of LESSEE in connection with this agreement.

LESSEE agrees, at its sole expense, to obtain and keep in full force and effect adequate insurance against general liability, automobile liability and physical damage, naming the City as a named additional insured, with policy limits in the amount of not less than \$750,000.00 per person and \$1,500,000.00 per occurrence as currently provided by Mont. Code Ann. § 2-9-108, or such other amount as the State legislature may provide by amendment to said statute to cover loss, damage or injury to persons or property which might arise out of the performance of their duties under this agreement and shall provide a Certificate of Insurance to the City.

**SECTION FIVE  
Not Used**

This section Not Used.

**SECTION SIX  
Use of Premises**

The LESSEE will have non-exclusive use of a designated portion of the premises during the length of the contract. The property will generally remain available for the City and community’s beneficial use throughout the agreement. No overnight storage of vehicles is contemplated under this agreement.

LESSEE acknowledges hereby that the City hereby reserves the right to enter into additional leases with third parties, however, the City agrees that such leases shall not interfere with LESSEE’s use of the leased property.

**SECTION SEVEN  
Assignment**

Without the prior written consent of City, LESSEE shall not assign this Lease.

**SECTION EIGHT  
Alterations and Improvements**

LESSEE may mow the grass and otherwise clean the site but no significant alterations or improvements are allowed without prior consent in writing from the City. All agreed upon alterations, changes, and improvements built, constructed, or placed on the demised premises by LESSEE, with the exception of fixtures removable without damage to the premises and moveable personal property, shall, unless otherwise provided by written agreement between City and LESSEE, be the property of City and remain on the demised premises at the expiration or sooner termination of this Lease.

**SECTION NINE  
Maintenance and Repair**

LESSEE will advise City of any observed maintenance and repair issues that may arise during the course of the lease.

**SECTION TEN  
Dangerous Materials**

LESSEE shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**SECTION ELEVEN  
Right of Inspection**

City and its agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and any improvements thereon.

**SECTION TWELVE  
Surrender of Premises**

At the expiration of the Lease term, LESSEE shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this Lease, reasonable use and wear thereof and damages by the elements excepted.

**SECTION THIRTEEN  
Termination and Default**

In the event that use of the facility by LESSEE interferes with the City or other governmental agencies, private entities, residents or organizations located adjacent thereto which are in existence as of December 2023, this lease shall become null and void, if said interference cannot be corrected by LESSEE.

This lease may be terminated by either party by giving six (6) days written notice to the other party.

**SECTION FOURTEEN  
Binding Effect**

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.

**SECTION FIFTEEN**  
**Notice**

Notices shall be mailed at the addresses set forth herein, or at such other address as the respective parties shall give to the other party by written notice of any such change. Notice shall be deemed complete when the notice is deposited into the United States Postal Service and addressed to the address provided by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF LIVINGSTON

Bridger Bowl Inc.

\_\_\_\_\_  
GRANT GAGER  
City Manager

\_\_\_\_\_  
Hiram Towle  
General Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
JON HESSE  
Livingston City Attorney

**File Attachments for Item:**

**G. AGREEMENT 20056 WITH TD&H FOR CITY ENGINEERING SERVICES**

**PROFESSIONAL SERVICES AGREEMENT 20056**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 220 East Park Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and Thomas, Dean & Hoskings, Inc. (TD&H Engineering) of Great Falls, Montana, with an office in Bozeman, (hereinafter referred to as the “Contractor”; and together with the City, the “Parties”).

RECITALS:

- A. WHEREAS, the City requires certain specialized engineering services; and
- B. WHEREAS, the City released a request for proposals for engineering services and CONTRACTOR was the most highly ranked respondent; and
- C. WHEREAS, The CONTRACTOR desires to support the City in its engineering needs;

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

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. PURPOSE AND SCOPE OF SERVICES. City agrees to retain CONTRACTOR to perform all services and comply with all obligations specified or indicated in Exhibit A, which is attached hereto and incorporated herein as if fully set forth in this Paragraph 2 (the services described in this Paragraph 2 shall be collectively referred to hereinafter as the “Services”). The City and CONTRACTOR will agreement on a scope of work, schedule and budget for each assigned task as the need arises.
- 3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement the CONTRACTOR agrees that all hiring will be on the basis of merit and qualifications and that the CONTRACTOR will not be discriminate on the basis of

race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

4. NATURE OF RELATIONSHIP.

- a. The CONTRACTOR states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The CONTRACTOR shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the CONTRACTOR has been and will continue to be free from the control or direction of the City in the performance of this Agreement.
- b. CONTRACTOR shall not be considered an employee of the City for purposes of tax, retirement system, or social security, FICA withholding, or for any other purpose. CONTRACTORS are not subject to the terms and provisions of the City’s personnel policies and may not be considered a City employee for workers’ compensation or any other purpose.
- c. The CONTRACTOR shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
- d. The CONTRACTOR, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.
- e. CONTRACTOR shall furnish all labor, materials, supplies and incidentals necessary to conduct and complete the Services.

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

- a. It and its employees are licensed by the State of Montana and agree to perform the Services in a professional manner according to the standards of care, skill, knowledge and diligence normally exercised and in accordance with sound practices.



- b. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
- c. It will comply with all applicable laws, rules, ordinances and regulations adopted or promulgated by any governmental agency or regulatory body, whether State, federal or local, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the CONTRACTOR in performance of this Agreement.
- d. It will comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71 of the Montana Code Annotated, and the Occupational Disease Act of Montana, Title 39, Chapter 71 of the Montana Code Annotated, and shall maintain workers' compensation coverage for all members and employees of the CONTRACTOR, except for those members who are exempted by law. CONTRACTOR shall furnish copies showing proof of workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana or proof of exemption from workers' compensation granted by law for independent contractors.
- e. It has reviewed the contract documents related to the Services and this Agreement and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.

6. PAYMENT.

- a. For the satisfactory completion of the Services, the City will pay the CONTRACTOR a sum that is agreed upon for each task.
- b. The CONTRACTOR may submit monthly requests for payment based on actual work performed.
- c. In connection with obtaining payment under this Agreement, CONTRACTOR agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The CONTRACTOR assumes responsibility for the late filing of a claim.

- d. In the event the CONTRACTOR seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the CONTRACTOR must seek prior written authorization from the City before such expenditure is incurred. If the CONTRACTOR fails to obtain prior written authorization, the CONTRACTOR shall not be entitled to payment for the unauthorized work, materials or services.
  
- 7. TERMINATION OF THIS AGREEMENT. The City reserves the right to terminate this Agreement for any and all causes, or for its convenience, at any time upon fifteen (15) days written notice to the CONTRACTOR. If termination is effected by the City for default, an equitable adjustment in the fee shall be made, but no amount shall be allowed for anticipated profit or unperformed services. If termination is effected by the City for reasons of convenience, an equitable adjustment in the fee shall be made, including reasonable profit. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination. Upon termination, the CONTRACTOR will cease work and deliver to the City all data, design drawings, specifications, reports, estimates summaries and such other information and material accumulated by the CONTRACTOR in performing this Agreement whether completed or in progress.
  
- 8. OWNERSHIP AND PUBLICATION OF MATERIALS. All documents, design drawings, data, specifications, reports, estimates and such other information and material accumulated or prepared as a result of this Agreement are the property of the City, and the City shall have exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. Any reuse without written verification or adaptation by the CONTRACTOR for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the CONTRACTOR. The City hereby grants to the CONTRACTOR an unlimited, royalty-free, worldwide, non-exclusive license regarding such documents, design drawings, data, specifications and reports prepared by the CONTRACTOR as part of its services under this Agreement.
  
- 9. INDEMNIFICATION AND HOLD HARMLESS. The CONTRACTOR waives any and all claims and recourse against the City, its officers, agents or employees, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the CONTRACTOR's performance of this Agreement, except for liability arising out of concurrent or sole negligence of the City or its officers, agents or employees. Further, the CONTRACTOR will indemnify, hold harmless, and defend the City, its officers, employees and agents against any and all claims, demands, damages, costs, expenses or liability arising out of the CONTRACTOR's

negligent performance of this Agreement, except for liability arising out of the concurrent or sole negligence of the City or its officers, agents or employees.

10. INSURANCE. The CONTRACTOR will carry a general liability insurance and professional errors and omissions insurance during the term of this Agreement in an amount of not less than One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) per occurrence, and Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) per claim. Copies of certificates of insurance, suitable to the City, shall be filed with the City and are attached hereto and incorporated herein as Exhibit C. The CONTRACTOR shall also maintain workers' compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.
  
11. CONFLICT OF INTEREST. The CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Services which would conflict in any manner or degree with the performance of the Services. The CONTRACTOR further covenants that, in performing this Agreement, it will employ no person who has any such interest.
  
12. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
  
13. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
  
14. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.

15. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Services and supersedes all prior agreements and understandings between the Parties with respect to the Services.
16. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
17. TIME IS OF THE ESSENCE. Time is of the essence in performance of this Agreement.
18. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
19. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of an third party. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the CONTRACTOR from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.
20. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
21. LIAISON. The designated liaisons with the City is Shannon Holmes who may be reached at (406) 222-5667. The CONTRACTOR's liaison is Matt McGee, who can be reached at (406) 586-0277.
22. ATTORNEY FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its

reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.

- 23. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.
  
- 24. CONTRACTORS. The CONTRACTOR shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall the CONTRACTOR have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. The CONTRACTOR neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between the City and such contractor. The CONTRACTOR shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except the CONTRACTOR's own employees) at a project site or otherwise furnishing or performing any construction work, or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by the CONTRACTOR.

**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 7 HOSKINS**

\_\_\_\_\_  
**Grant Gager**  
**City Manager**

\_\_\_\_\_  
**Keith Waring**  
**President**

## Exhibit A

### Scope of Services

#### 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 12 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 Rehabilitation, 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.

Hourly Rates

CODE	DESCRIPTION	HOURLY RATE
AA	Administrative Assistant	\$71.00
AM	Administrative Manager	\$107.00
GA	Grant Administrator	\$96.00
LS1	Surveyor's Assistant	\$80.00
LS2	Surveyor	\$95.00
LS3	Survey Party Chief	\$111.00
LS4	Project Surveyor	\$128.00
LS5	Registered Land Surveyor	\$153.00
ENVS	Environmental Scientist	\$119.00
IH1	Industrial Hygiene Technician I	\$84.00
IH2	Industrial Hygiene Technician II	\$109.00
LT1	Lab Technician I	\$74.00
LT2	Lab Technician II	\$82.00
CR1	Construction Representative I	\$101.00
CR2	Construction Representative II	\$121.00
CR3	Construction Representative III	\$143.00
CR4	Construction Representative IV	\$174.00
LA	Landscape Architect	\$129.00
LP	Land Planner	\$160.00
CLS	CMT Lab Supervisor	\$120.00
CD1	CAD Designer I	\$84.00
CD2	CAD Designer II	\$110.00
CD3	CAD Manager	\$121.00
GC	CAD/GIS Specialist	\$101.00
ET	Engineering Technician	\$116.00
E1	Engineer I	\$109.00
E2	Engineer II	\$118.00

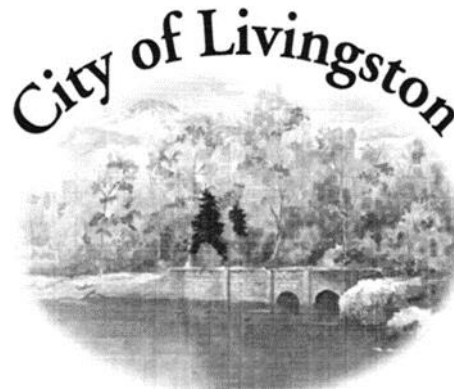


E3	Engineer III	\$137.00
E4	Engineer IV	\$160.00
E5	Engineer V	\$165.00
E6	Engineer VI	\$185.00
P	Principal	\$234.00
DCT	Deposition & Court Testimony	\$386.00
PM1	Project Manager I	\$170.00
PM2	Project Manager II	\$220.00

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 12/19/2023  
To: Chair Nootz and City Commissioners  
From: Shannon Holmes, Public Works Director

**Staff Report for Agreement 20056 for City Engineering Services**

**Recommendation and Summary**

Staff is recommending the Commission approve Agreement 20056 with TD&H Engineering and their term contract by adopting the following motion:

**“I move to approve Agreement 20056 with TD&H Engineering and authorize the City Manager to sign.”**

The reasons for the recommendation are as follows:

- The City of Livingston advertised a Request for Qualifications for Professional Engineering Services on May 8<sup>th</sup>, 2023
- TD&H Engineering has been the City of Livingston’s contracted civil engineering firm since 2015 and received the highest score from Park County and City staff based on the selection criteria.

**Introduction and History**

TD&H Engineering has been the City’s contracted engineering firm since 2015. The City has advertised a Request for Qualifications in 2019 and 2023 to maintain an open and transparent process for ensuring the City has the most qualified consulting firm to provide, survey, design, preliminary engineering reports, water, sewer and stormwater models and development review services for the City of Livingston. TD&H has committed to invoicing hourly rates for Matt McGee and Keith Waring at \$160/hour for the miscellaneous services for the term of this contract.

**Analysis**

TD&H Engineering and IMEG submitted Statements of Qualification (SOQ) in May 2023. The SOQ’s were reviewed and scored by Shannon Holmes, Jim Woodhull, Martha O’Rourke and Matt Whitman, Park County Public Works Director. TD&H scored highest with each reviewer and had an overall score of 375 to 291 for IMEG. In the SOQ, TD&H illustrated their knowledge of City infrastructure with emphasis of being a team asset to our community with a history of successful projects for the City of Livingston.

**Fiscal Impact**

TD&H Engineering fees are included in the fiscal year budget under professional services for miscellaneous services and task-based services are typically included in the capital projects account.

**Strategic Alignment**

Having a contracted civil engineering firm is essential to building and maintaining infrastructure now and into the future in a strategic and responsible manner that promotes and sustains existing neighborhoods and accommodates growth.

**Attachments**

- Attachment A: Professional Services Agreement
- Attachment B: Request for Qualifications for Engineering Services



REQUEST FOR QUALIFICATIONS  
FOR ENGINEERING SERVICES  
May 2023

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 12 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 Rehabilitation, 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, Project Manager, Building and/or 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 – 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.

Consultants will provide a 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.B – 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.C – 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.

**II.D – 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.E – Experience serving as EOR for other municipalities/similar projects.**

- 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.

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.F – 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.

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

**SELECTION CRITERIA SUMMARY**

1. Understanding and Approach; Quality of SOQ	15%
2. Qualifications of the Professional Personnel to be Assigned to the Project	20%
3. Consultant Capability to Meet Time and Project Budget Requirements	15%
4. Proximity to Livingston	10%
5. Related Experience on Similar Projects	20%
6. Recent and Current Work for the City	20%

**III. SUBMISSION REQUIREMENTS**

Each consultant must submit proposals to the City by no later than May 31, 2023 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  
 220 East Park 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  
[-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.

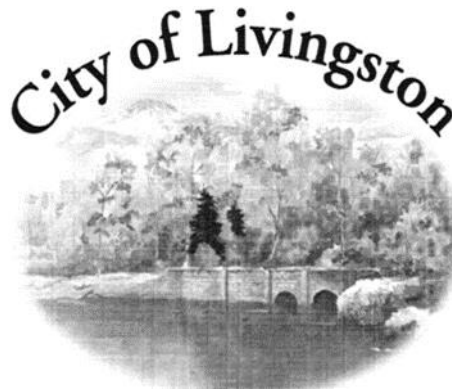
**File Attachments for Item:**

**H. TRANSMITTAL OF FINDINGS OF REVIEW OF ZONING CODE AND GROWTH POLICY**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



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**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 12/19/2023  
To: Chair Nootz and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Transmittal of Findings from Community Technical Assistance Program  
Review of Livingston Municipal Code and Growth Policy**

**Recommendation and Summary**

Staff is transmitting the results of the Community Technical Assistance Program review of the City’s municipal code and growth policy. The Commission is recommended to receive and file the results by adopting the following motion:

“I move to receive and file the Community Technical Assistance Program report.”

The reasons for the recommendation are as follows:

- The Montana Department of Commerce offered the City participation in the Community Technical Assistance Program to help the City begin its review of the zoning code.
- This document will inform the City’s review of the zoning provisions of the Livingston Municipal Code.

**Introduction and History**

The Montana Department of Commerce offered the City participation in the Community Technical Assistance Program to help the City begin its review of the Livingston Municipal Code’s zoning provisions. On September 5, 2023, representatives from Great West Engineering kicked off their review of the Code and Growth Policy with a visit to the City Commission. Since then, the team has reviewed the zoning provisions and growth policy to identify areas of study in the coming year.

**Analysis**

The enclosed findings will inform the City’s work plan over the coming year.

**Fiscal Impact**

There is no fiscal impact arising from this report.

**Strategic Alignment**

The plan will ensure strategic alignment between the zoning code and growth policy moving forward.

**Attachments**

- Attachment A: Great West Engineering Report

## MEMORANDUM

**Date:** November 8, 2023

**To:** City of Livingston Planning Department

**From:** Cody Marxer and Jerry Grebenc, Great West Planning Staff

**Subject:** **Growth Policy and Zoning Code Assessment and Recommendations**

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The following is an assessment of the City Growth Policy and Zoning Code and recommendations on how the City might amend both documents and other City planning documents to achieve the following:

- Ensure that the Growth Policy meets statutory requirements.
- Ensure that the Zoning Code is designed to effectively implement the goals and strategies in the Growth Policy.
- Minimize inconsistencies and vagueness in the Zoning Code.
- Improve and clarify the administrative processes in the Zoning Code.
- Identify other planning and mapping needs to support the Growth Policy and Zoning Code.

Our recommendations are divided into four sections including a summary of the “Next Steps” the City should consider in relation to the Growth Policy, Zoning Code, and other City planning documents. Some of the recommendations we provide are self-evident and already identified in the Growth Policy, but nonetheless have been included to try to ensure this memo is as comprehensive as possible.

### **Recommended Next Steps for the City**

1. Update the administrative/procedural provisions in the City Zoning Code.
2. Develop environmental/conservation inventories and maps mentioned in the Growth Policy.
3. Develop a Transportation Plan to address the extension or upgrade of City streets and coordinate with the existing Trails Plan. This should be dovetailed with the capabilities of the City to extend water and sewer service for annexation, infill, or green fields development.
4. Review the Future Land Use Map based upon 2 above to ensure it accurately reflects the “reality on the ground” and the intent of the Growth Policy goals and objectives.
5. Use the information in 1-4 to complete a full update of the “regulatory” and land use portions of the City Zoning Code and Zoning Map.



**Growth Policy**

- Objective 2.1.1: Establish community gateways to indicate entrances into Livingston and celebrate its character.
  - Strategy 2.1.1.1: Identify key roadway and non-motorized entry points – or Gateways – into Livingston.
    - Develop a formal transportation plan that identifies these roadways and non-motorized entry points. This could also guide:
      - An update of the City Future Land Use Map,
      - Where potential annexations should occur,
      - Review of subdivisions and other developments.
  - Strategy 2.1.1.2: Review, update, and enforce the policies, procedures, and building design guidelines in Livingston’s gateways.
    - Incorporate these policies, procedures and guidelines into the Zoning Code and City Building Code.
  - Strategy 2.1.1.3: Explore adopting design overlay zones in gateways.
    - Incorporate these into the Growth Policy Future Land Use Map, Zoning Code and Zoning Map.
- Objective 2.1.2: Develop and enforce policies and procedures to preserve Livingston’s historic quality.
  - Strategy 2.1.2.3: Update codes to promote traditional neighborhood designs that are compatible with existing neighborhoods.
    - Specific standards and graphics should be included in the Zoning Code and City Subdivision Regulations to ensure such designs are fully understood by all concerned and are achieved.
  - Strategy 2.1.2.4: Update codes to encourage following Livingston’s historic block and alley development pattern.
    - Specific standards and graphics should be included in the Zoning Code and City Subdivision Regulations to ensure such design are fully understood by all concerned and is achieved
  - Strategy 2.1.2.5: Update sign and landscaping codes for commercial areas.
    - Provide much clearer standards for not only commercial development but also for all types of development. Also provide a clear connection between uses in each zoning district and the requirements for signage and landscaping.
- Objective 2.2.3: Support traditional neighborhood design and active transportation.
  - Strategy 2.2.3.1: Promote gridded street networks.
    - Specific standards and graphics should be included in the Zoning Code and City Subdivision Regulations to ensure such design are fully understood by all concerned and is achieved
- Page 22: Growth Policy

- Mentions the Night Sky Protection Act.
  - Provide connection to the Zoning Code and Building Code.
- Objective 3.1.1: Encourage higher densities and a wider range of land uses that are compatible with adopted plans and where existing or planned short-range community facilities and infrastructure can support them.
  - Strategy 3.1.1.1: Encourage additional residential density within the downtown area of the City.
    - Provide plain language and incentives in the Zoning Code to achieve this.
  - Strategy 3.1.1.2: Evaluate and amend the zoning ordinance to allow for higher densities and wider land uses in areas that can support such development.
    - Provide plain language and incentives in the Zoning Code to achieve this.
    - Amend the Future Land Use Map and the Zoning Map to facilitate this.
  - Strategy 3.1.1.5: Evaluate and amend the zoning and subdivision ordinances to prohibit the development of large lot subdivisions inconsistent with Livingston’s historic development pattern within the City or Extra-Territorial Jurisdiction (ETJ).
    - Density should be guided by the Zoning Code and Zoning Map while Subdivision Review should relate more to design and mitigation of impacts.
  - Strategy 3.1.1.6: Encourage residential developments to provide neighborhood commercial areas serving residents within walking distance.
    - Codify this clearly in the Zoning Code.
  - Strategy 3.1.1.8: Reduce urban sprawl through compact development consistent with the Future Land Use Map of this Growth Policy.
    - Specific standards and graphics should be included in the Zoning Code and City Subdivision Regulations to ensure such design are fully understood by all concerned and is achieved
- Objective 3.3.1: Identify areas that provide or connect habitat for significant plant or wildlife species or make a significant contribution to environmental quality, as well as areas, sites, structures, or objects with historical, architectural, or cultural significance.
  - Strategy 3.3.1.2: Create a map of environmentally significant areas, as well as areas, sites, structures, or objects with historical, architectural, or cultural significance.
    - Develop this map prior to any update to the Future Land Use Map, the Zoning Map or to the specific regulations individual zoning districts to better inform this process.
- Objective 3.4.3: Ensure integration of land use and transportation.
  - Strategy 3.4.3.1: Carefully evaluate transportation impacts of greenfield development as part of the development review process.
    - Develop a formal transportation plan that evaluates these impacts. This could also guide an update of the City Future Land Use Map, where

potential annexations should occur, subdivision review and other developments.

- Strategy 3.4.3.2: Encourage development near transit routes and active transportation infrastructure to promote development that produces minimal strain on the environment and existing transportation infrastructure.
  - Develop a formal transportation plan that can inform these discussions.
- Objective 4.2.1: Identify, conserve, and protect the quality and health of water resources and ecosystems to meet local standards for public use and recreation.
  - Strategy 4.2.1.2: Monitor and discourage development as well as public uses in environmentally sensitive areas identified through the inventory and mapping process of Land Use Strategy 3.3.1.1 and 3.3.1.2.
    - Develop this mapping prior to any update to the Future Land Use Map, the Zoning Map or to the specific regulations individual zoning districts to better inform this process.
  - Strategy 4.2.1.5: Identify water-dependent wildlife habitat and develop strategies to protect them.
    - Develop an inventory prior to any update to the Future Land Use Map, the Zoning Map or to the specific regulations individual zoning districts to better inform this process.
- Objective 4.3.2: Protect the riparian corridors to preserve unique wildlife, promote water quality, and provide for public trails and open space.
  - Strategy 4.3.2.1: Continue to limit development in the floodplain through the application of the Livingston Floodplain Regulations.
    - Create floodplain zoning overlay district using the City floodplain maps.
  - Strategy 4.3.2.2: Protect the Yellowstone River’s natural flow and flood cycles to promote the health of the riparian area and associated wildlife.
    - Create floodplain zoning overlay district using the City floodplain maps.
  - Strategy 4.3.2.3: Explore regulatory options for protecting the riparian area and waterway corridors.
    - Create floodplain zoning overlay district using the City floodplain maps.
    - Develop riparian/waterway mapping to inform specific regulations for individual zoning districts.
- Objective 4.3.3: Preserve the night skies as well as the natural scenic vistas.
- Strategy 4.3.3.1: Support the efforts of the Livingston Conservation Board in updating the City’s Night Sky Protection Act.
  - Coordinate and connect with Zoning Code and Building Code.
- Strategy 4.3.3.2: Establish design guidelines that limit the impact of development on scenic vistas and viewsheds.

- Inventory and map these vistas/viewsheds.
- Coordinate and connect with the Zoning Code and Building Code.
- Develop specific standards.
- Create an overlay zone to identify where vistas and viewsheds should be conserved.
  
- Objective 8.1.1: Ensure trail and sidewalk connectivity within and around the City.
  - Strategy 8.1.1.1: Adopt an ordinance requiring sidewalks on new developments within City limits.
    - Make this a part of the Zoning Code and Building Code, not a separate ordinance.
  
- Objective 8.1.4: Review & update the land use plan to reflect the ability of the transportation system to maintain an acceptable level of mobility.
  - Strategy 8.1.4.1: Update the Future Land Use Map based on future transportation improvements.
    - This should be tied to a formal transportation (streets) and the City's ability to extend water and sewer services.
  
- Objective 8.2.3: Require road and multi-use trail and/or sidewalk connections to existing and future developments.
  - Strategy 8.2.3.1: Ensure zoning ordinance and subdivision regulations require multi-use trail and/or sidewalk connections to existing and future development.
    - Develop a formal transportation plan (streets) that can inform these discussions.
  - Strategy 8.2.3.2: Require that right-of-way be dedicated to the City during the subdivision review approval process.
    - Develop a formal transportation plan (streets) that can inform these discussions.
  
- Land Use Recommendations- Zoning Ordinance Page 92-93
  - Article III-V
    - This list of needed work on the Zoning Ordinance does not necessarily match the guidance found in the Goals, Objectives and Strategies found in the Growth Policy.
  
- Planned Unit Development Overlay – Page 96
  - Regulatory language should not be included in the Growth Policy.
  - This should be removed from the Growth Policy and included in the Zoning Code and/or Subdivision Regulations if desired.
  - 76-1-605(2)(a) MCA is clear that a Growth Policy is not a regulatory document

- 76-1-605.MCA Use of adopted growth policy. (1) Subject to subsection (2), after adoption of a growth policy, the governing body within the area covered by the growth policy pursuant to 76-1-601 must be guided by and give consideration to the general policy and pattern of development set out in the growth policy in the:
  - (2) (a) A growth policy is not a regulatory document and does not confer any authority to regulate that is not otherwise specifically authorized by law or regulations adopted pursuant to the law.
- In order to implement the guidance in a Growth Policy a community must adopt and use:
  - Zoning Ordinances
  - Subdivision Regulations
  - Building Codes
  - Floodplain Regulations
  - Annexation Policies
  - Etc.

**Zoning Code**

- Update and clarify the administrative provisions in the City Zoning Code: permits, conditional use permits, variances, amendments of the Code and Zoning Map, violations, enforcement etc.
- Why is there a separate Neighborhood Commercial (NC) zone from the existing Mixed Use Zone? Typically such commercial development is addressed as Mixed Use (MU)
- Preservation Zoning District (PDZ) makes more sense as an overlay zone instead of a distinct zone?
- Need to include a process to amend the zoning code?
- Clarify the process for appeals. Typically appeals should go to a Board of Adjustment (BOA), not the Zoning Administrator (ZA). Is there a BOA or do all appeals go back to the ZA/City Commission?
- Is there a Preservation Zoning District Plan, as referenced on page 24 of the Zoning Code?
- Organize overall code by district, with Design Standards and Allowed Uses detailed for each section.
- Design Standards (page 25)- how do you regulate to a word such as “promote...” Eliminate vague terms and include definitions and detailed/specs for these standards instead of “match current slopes, etc....”
- Signage (page 28) it would be beneficial to reference this to other existing ordinances. Or provide more details of what is allowed and not allowed in each zone? Further define signage requirements via guidance in the Growth Policy.

- What is the process for enforcement/compliance of the zoning code?
- Define where “remote workers” fits within allowed uses, if at all.
- Sec 30.57 (page 49)- what does this mean “must fit density”? Much too vague, you should provide detailed specifications.
- Missing any references to floodplain development and regulations. Add a reference to the existing floodplain ordinance reference and include a floodplain overlay in the Code.
- Cross reference the Zoning Code to building codes or building permits? Reference other processes, regs, permits?
- Allowed Uses in the Zoning Code- dovetail with the future land use map within the Growth Policy?
- Check for compliance with 2023 legislative updates
  - Mobile home zoning/restrictions
  - Child care centers (allowed uses)
  - Allowed use tables
  - Parking requirements
  - ADU's (page 19, 22; Sec 30.43)
  - Tiny home allowed uses

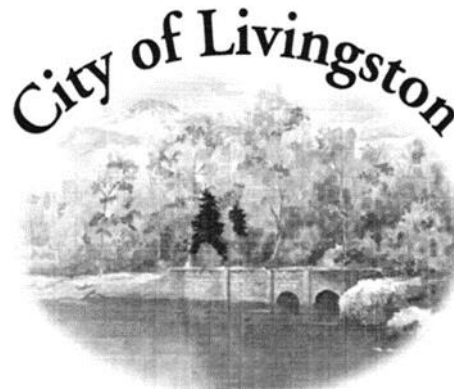
**File Attachments for Item:**

**I. AMENDMENT NO. 1 TO AGREEMENT 20012 WITH GMP CONSULTANTS**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 12/19/2023  
To: Chair Nootz and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Approval of Amendment to Contract 20012 for Executive Evaluation Services**

**Recommendation and Summary**

City staff is recommending the approval of an amendment to Agreement 20012 with GMP Consultants to exercise the two option periods to extend the contract. The Commission may do so using the following motion:

**“I move to authorize the City Manager to execute an Amendment to Contract 20012 with GMP Consultants to extend the agreement.”**

The reasons for the recommendation are as follows:

- The City Manager’s contract requires a facilitated evaluation at certain intervals.
- The base period for the contract has ended.

**Introduction and History**

Section D of the City Manager’s contract provides that “facilitated evaluations will occur at the anniversary of the Manager’s employment anniversary date.” The City awarded a contract to GMP Consultants in April 2023 with a base term ending in November, 2023, and two optional one-year extensions.

**Analysis**

The City Manager received a request from the Chair and Vice Chair to exercise the two optional periods. Doing so will provide stability to the evaluation process through the initial term of the City Manager’s contract. The extension would extend the current evaluation contract to November 2025.

**Fiscal Impact**

The FY 23 cost can be absorbed in the current budget and costs for the subsequent work will be budgeted in those years.

**Strategic Alignment**

The evaluation requirement aligns with the City’s contractual obligations.

**Attachments**

- Attachment A: Amendment to Contract 20012
- Attachment B: Contract 20012



**AMENDMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT 20012**

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT 20012 (this “AMENDMENT”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 220 East Park Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and GMP Consultants, a Washington Company with its principal business office located at 7041 Cascade Avenue, Snoqualmie WA 98065 (hereinafter referred to as the “Contractor”; and together with the City, the “Parties”).

**RECITALS:**

- A. The City has previously engaged CONTRACTOR to perform the executive evaluations.
- B. The City desires to retain the services of CONTRACTOR for a period of two additional years beyond the base term of the contract.

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

- 1. Section 3: CONTRACT TIME in the agreement is hereby amended and extended by the exercise of the two (2) additional one-year periods. With election of the two optional twelve month periods, the new contract end date is November 30, 2025.
- 2. Section 5 PAYMENT in the agreement is hereby amended to include the two additional payments which shall not exceed four thousand five-hundred dollars (\$4,500.00) per optional year, plus approved printing, travel and licensing costs.
- 3. No Other changes to the Agreement are contemplated by this Amendment No 1.

**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**

**GMP Consulting**

\_\_\_\_\_  
**Grant Gager**  
**City Manager**

\_\_\_\_\_  
**Greg Prothman**  
**Owner**



**PROFESSIONAL SERVICES AGREEMENT 20012**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the  24  day of  April , 2023, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 220 East Park Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and GMP Consultants, a Washington Company with its principal business office located at 7041 Cascade Avenue, Snoqualmie WA 98065 (hereinafter referred to as the “Contractor”; and together with the City, the “Parties”).

RECITALS:

- A. The City desires to evaluate its City Manager, which requires certain services to be performed in connection therewith.
- B. The City desires to engage CONTRACTOR to perform the executive evaluations.
- C. The CONTRACTOR is engaged in the business of executive evaluations, and has the personnel, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the work and is ready, willing and able to undertake and perform the same under the terms and conditions contained in this Agreement.

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

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. PURPOSE AND SCOPE OF SERVICES. City agrees to retain CONTRACTOR to perform all services and comply with all obligations specified or indicated in Exhibit A, which is attached hereto and incorporated herein as if fully set forth in this Paragraph 2 (the services described in this Paragraph 2 shall be collectively referred to hereinafter as the “Services”).
- 3. CONTRACT TIME. The base term of the contract shall be for a period of eight (8) months from the date of award and shall include the six-month and first-year evaluations. The City may elect to continue the contract for two (2) additional one-year periods at its discretion. Such optional periods shall each extend for twelve (12) months from the date of election.

4. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement the CONTRACTOR agrees that all hiring will be on the basis of merit and qualifications and that the CONTRACTOR will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
  
5. NATURE OF RELATIONSHIP.
  - a. The CONTRACTOR states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The CONTRACTOR shall perform the 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 CONTRACTOR has been and will continue to be free from the control or direction of the City in the performance of this Agreement.
  
  - b. CONTRACTOR shall not be considered an employee of the City for purposes of tax, retirement system, or social security, FICA withholding, or for any other purpose. CONTRACTORS are not subject to the terms and provisions of the City's personnel policies and may not be considered a City employee for workers' compensation or any other purpose.
  
  - c. The CONTRACTOR shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
  
  - d. The CONTRACTOR, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.
  
  - e. CONTRACTOR shall furnish all labor, materials, supplies and incidentals necessary to conduct and complete the Services.
  
6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. The CONTRACTOR represents and warrants as follows:

- a. It agrees to perform the Services in a professional manner according to the standards of care, skill, knowledge and diligence normally exercised and in accordance with sound practices. In the event any service is found to be out of conformance with the foregoing standards, the CONTRACTOR, at its own expense, shall make such changes, modifications or additions as are necessary to remedy the situation.
- b. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
- c. It will comply with all applicable laws, rules, ordinances and regulations adopted or promulgated by any governmental agency or regulatory body, whether State, federal or local, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the CONTRACTOR in performance of this Agreement.
- d. It will comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71 of the Montana Code Annotated, and the Occupational Disease Act of Montana, Title 39, Chapter 71 of the Montana Code Annotated, and shall maintain workers' compensation coverage for all members and employees of the CONTRACTOR, except for those members who are exempted by law. CONTRACTOR shall furnish copies showing proof of workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana or proof of exemption from workers' compensation granted by law for independent contractors.
- e. It has reviewed the contract documents related to the Services and this Agreement and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.

7. PAYMENT.

- a. For the satisfactory completion of the Scope of Work in the initial eight-month term, the City will pay the CONTRACTOR a sum not to not to exceed nine thousand

dollars (\$9,000.00) plus approved printing, travel and licensing costs. The annual cost of each additional one-year contract term shall not exceed four thousand five-hundred dollars (\$4,500.00) plus approved printing, travel and licensing costs. Each specific service the CONTRACTOR provides under this Agreement is set forth in Exhibit A.

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

8. TERMINATION OF THIS AGREEMENT. The City reserves the right to terminate this Agreement for any and all causes, or for its convenience, at any time upon thirty (30) days written notice to the CONTRACTOR. If termination is effected by the City for default, an equitable adjustment in the fee shall be made, but no amount shall be allowed for anticipated profit or unperformed services. If termination is effected by the City for reasons of convenience, an equitable adjustment in the fee shall be made, including reasonable profit. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination. Upon termination, the CONTRACTOR will cease work and deliver to the City all data, design drawings, specifications, reports, estimates summaries and such other information and material accumulated by the CONTRACTOR in performing this Agreement whether completed or in progress.

9. OWNERSHIP AND PUBLICATION OF MATERIALS. All documents, data, specifications, reports, estimates and such other information and material accumulated or

prepared as a result of this Agreement are the property of the City, and the City shall have exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. Any reuse without written verification or adaptation by the CONTRACTOR for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the CONTRACTOR. The City hereby grants to the CONTRACTOR an unlimited, royalty-free, worldwide, non-exclusive license regarding such documents, design drawings, data, specifications and reports prepared by the CONTRACTOR as part of its services under this Agreement.

10. INDEMNIFICATION AND HOLD HARMLESS. The CONTRACTOR waives any and all claims and recourse against the City, its officers, agents or employees, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the CONTRACTOR's performance of this Agreement, except for liability arising out of concurrent or sole negligence of the City or its officers, agents or employees. Further, the CONTRACTOR will indemnify, hold harmless, and defend the City, its officers, employees and agents against any and all claims, demands, damages, costs, expenses or liability arising out of the CONTRACTOR's negligent performance of this Agreement, except for liability arising out of the concurrent or sole negligence of the City or its officers, agents or employees.
11. INSURANCE. The CONTRACTOR will carry a general liability insurance and professional errors and omissions insurance during the term of this Agreement in an amount of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence, and Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) per claim. Copies of certificates of insurance, suitable to the City, shall be filed with the prior to commencement of work. The CONTRACTOR shall also maintain workers' compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.
12. CONFLICT OF INTEREST. The CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Services which would conflict in any manner or degree with the performance of the Services. The CONTRACTOR further covenants that, in performing this Agreement, it will employ no person who has any such interest.
13. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail,

return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.

14. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
15. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
16. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Services and supersedes all prior agreements and understandings between the Parties with respect to the Services.
17. 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.
18. TIME IS OF THE ESSENCE. Time is of the essence in performance of this Agreement.
19. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
20. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship



with or exist for the benefit of an third party. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the CONTRACTOR from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

- 21. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
  
- 22. LIAISON. The designated liaisons with the City are Melissa Nootz, who can be reached at [MNootz@LivingstonMontana.org](mailto:MNootz@LivingstonMontana.org). The CONTRACTOR's liaison is Ted Barkley, who can be reached at [ted@gmphr.com](mailto:ted@gmphr.com) 509 859 4837.
  
- 23. ATTORNEY FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.
  
- 24. 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.
  
- 25. CONTRACTORS. The CONTRACTOR shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall the CONTRACTOR have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. The CONTRACTOR neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between the City and such contractor. The CONTRACTOR


shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except the CONTRACTOR's own employees) at a project site or otherwise furnishing or performing any construction work, or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by the CONTRACTOR.

**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**

**GMP Consulting**

  
\_\_\_\_\_  
**Grant Gager**  
**City Manager**

  
\_\_\_\_\_  
**Greg Prothman**  
**Owner**

**Exhibit A**

**EXECUTIVE EVALUATION SERVICES**

**A. SCOPE OF WORK**

The intention is to provide meaningful feedback to the executive branch leadership after six-months in the position. The Consultant needs to be familiar with various evaluation instruments including technology enabled ones.

The annual evaluation process shall conform to the requirements of the City Manager’s contract and will include, but not be limited to, the following tasks to be performed by the awarded Consultant:

- Review current evaluation instruments to understand the existing City process.
- Finalize the evaluation instruments and process with City Commission, or their designated working group.
- Provide the evaluation instrument to the evaluators.
- Conduct evaluation interviews with City Commission and others, as requested
- If requested, facilitate a development session with City Commission
- Prepare written evaluation summary
- Debrief summary with City Manager
- Debrief evaluations with City Commission and City Manager
- If requested, facilitate feedback and evaluation sessions.
- Prepare public summary of the evaluation process and outcome
- If requested, provide contract modification support to the Commission.
- Prepare minutes of all closed sessions of the Commission that are held.

**B. SCHEDULE**

The six-month period of employment ends on May 2, 2023. The evaluation for this period should be complete no later than May 31, 2023. The year anniversary will occur on November 2, 2023 and this evaluation should be complete by November 30, 2023.



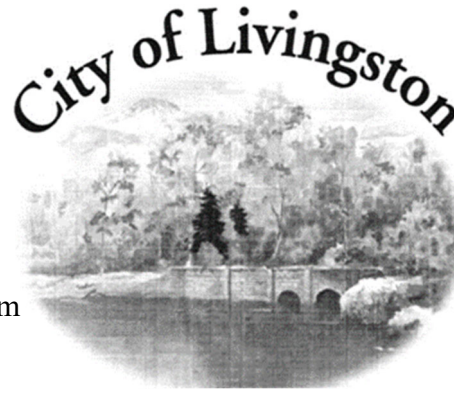
**File Attachments for Item:**

**A. RESOLUTION 5123: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA UPDATING THE FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.com  
www.livingstonmontana.org



**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

*Incorporated 1889*

Date: 12/19/2023  
To: Chair Nootz and City Commissioners  
From: Paige Fetterhoff

**Staff Report for Resolution No. 5123 Updating the Fee Schedule**

**Recommendation and Summary**

Staff is recommending the Commission Approve Resolution 5123 to update the City-wide fee schedule by adopting the following motion:

“I move to approve Resolution Number 5112 and authorize the Chair to sign.”

The reasons for the recommendation are as follows:

- After adopting the City wide fee schedule in October 2023, staff identified fees that had inadvertently been excluded or did not align with the actual cost of the services. This resolution serves to update the schedule for those fees.

**Introduction and History**

The City Commission may set fees for the City to collect the cost of providing certain services to citizens of park county.

**Analysis**

Fees were identified in the fee schedule approved in October that do not cover the actual cost of the service provided.

**Fiscal Impact**

Overall, there will be an increase in revenue across multiple funds of the City as fees are aligned with costs.

**Strategic Alignment**

Ensuring adequate recovery of costs will enable sustainable City operations

**Attachments**

- Resolution no. 5123

**RESOLUTION NO. 5123**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA  
UPDATING THE FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS.**

\_\_\_\_\_

**WHEREAS**, the City incurs administrative costs in processing applications, enforcing codes, administering regulations, maintaining facilities, monitoring project development, engaging the public, reviewing proposals, providing support, and conducting required inspections; and

**WHEREAS**, the Livingston Municipal Code and 7-21-4101, MCA authorizes the establishment and adoption of fees to cover the administrative costs of reviewing applications for any service provided by the City of Livingston; and

**WHEREAS**, each department within the City of Livingston has quantified the costs of processing and administering each application specific to that department;

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

That the City Commission hereby rescinds all existing fee schedules established and adopted prior to the date of this resolution in their entirety and establishes a comprehensive fee schedule for all city fees in Exhibit A, which is attached hereto and incorporated herein by reference and are hereby established pursuant to 7-21-4101, MCA.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, Montana this 19<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
**MELISSA NOOTZ - Chairperson**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**EMILY HUTCHINSON**  
City Clerk

\_\_\_\_\_  
**JON HESSE**  
City Attorney

## CITY FEE SCHEDULE

<b>Parks Department</b>	
Memorial Bench	\$1,200
Tree cut permit	\$50
Tree planting permit	\$25

<b>Street Department</b>	
<b>Street Cut Permit</b>	
Permit	\$75
Degradation fee – based on age of street	
0-1 year	\$3.50/sq. foot
1-2 years	\$3.00/sq. foot
2-3 years	\$2.50/sq. foot
3-4 years	\$2.00/sq. foot
4-5 years	\$1.50/sq. foot
5+ years	\$1.00/sq. foot
Sidewalk and/or driveway curb cut permit	\$50 \$200 within 2 hour zones
Street/alley/sidewalk closure permit	\$100
Application for special parking spaces	\$100 application fee + \$50/year
Public right of way utility occupancy	\$100

<b>Water Department</b>	
<b>Water Meter and Parts Fees</b>	
5/8" Meter	Supplier cost + 15%
1" Meter	Supplier cost + 15%
1 ½" Meter	Supplier cost + 15%
2" Meter	Supplier cost + 15%
Meter Transceiver Unit (MXU)	Supplier cost + 15%
Meter with MXU and fittings	Supplier cost + 15%
Gaskets and tail pieces (2 of each/meter)	Supplier cost + 15%
<b>Shut-off or Turn-on</b>	
Regular working hours	\$50
Monday – Saturday after hours	\$120
Sunday and holidays	\$160
Temporary off or on	\$40
<b>Annual fire line connection</b>	
1"	<u>\$50</u>
2"	\$100
3"	\$150
4"	\$200
6"	\$250
8"	\$350
10"	<u>\$450</u>
12"	\$500
Hydrant water	\$5/hookup + \$7/1000 gallons
<b>Tap Fees</b>	
*In addition to staff time, equipment costs, and materials	
Single Unit	\$200
Townhouse	\$400



## CITY FEE SCHEDULE

Public fire hydrant annual fee	\$250
Utility Late Payment	\$15
<b>Sewer Department</b>	
Septic dumping	\$0.15/gallon
Pumping of vault toilets	\$100.00
Cleaning of grease in sewer main	\$240.00
RV dumping	\$7 for City Residents \$9 for Non-Residents
<b>Tap Fees</b>	
*In addition to staff time, equipment costs, and materials	
Single Unit	\$200
Townhouse	\$400
<u>Commercial sewer testing</u>	
<u>Oil and grease</u>	<u>\$75/hour, \$300 minimum</u>
<u>Biological Oxygen Demand (BOD)</u>	<u>\$75/hour, \$200 minimum</u>

<b>Solid Waste Department</b>	
Extra trash can pick-up	\$20/occurrence
Roll-off rental	\$125/month + cost of disposal
Roll-off service	\$250/month + \$75/pickup
<b>Transfer Station</b>	
Minimum disposal fee	\$7.00
* <del>Bagged Household household and commercial</del> <del>garbage</del>	<del>\$75.21</del> <u>91.25</u> /ton
* <del>Household and commercial - oversized or loose</del>	<del>\$100.25</del> <u>ton</u>
*Construction waste	<del>\$82.48</del> <u>100.25</u> /ton
*Concrete, bricks, pavers, large rocks, and asphalt	\$80.00/ton
*Branches over 8" in diameter	\$30.00/ton
*Commercial green waste	\$30.00/ton
*Clean fill dirt	\$7.50/ton
*Manure/straw	\$30.00/ton
*Tires	
Passenger car/small truck tire	\$7.50/tire + <del>\$72.67</del> <u>91.25</u> /ton
Truck tire	\$15.00/tire + <del>\$72.67</del> <u>91.25</u> /ton
Heavy equipment tire	\$30.00/tire + <del>\$72.67</del> <u>91.25</u> /ton
*Refrigerators, freezers, and air conditioners with freon	\$60.00
*Refrigerators and freezers not free of food debris	<del>\$75.21</del> <u>91.25</u> /ton
*Vehicle oil	\$2.50/gallon
*Antifreeze	\$3.00/gallon
*Florescent bulbs	\$2.50/bulb
<u>Animal carcass</u>	<u>\$86.25/carcass</u>
Compost	\$10.00/loader bucket

\*adjusted annually based on disposal contract

## CITY FEE SCHEDULE

Administrative Public Works Fees	
Project Manager	\$70/hour
Inspector	\$45/hour
Sewer & Water Service Inspection	\$100/each
Contract Plans and Specifications	\$70/hour

Public Works Time and Equipment			
<b>Staff time</b>			
Billed based on the most current negotiated wage and benefits for the individual providing the service.			
<b>23-24 Rates</b>	Regular Time	Overtime	Double Time
Superintendent	\$42.87	\$53.24	\$70.54
Lead	\$38.89	\$47.35	\$62.73
Utility 2	\$38.85	\$47.28	\$62.64
Maintenance I	\$32.87	\$38.44	\$50.92
Maintenance II	\$36.60	\$43.95	\$58.23
Maintenance II-HE	\$37.00	\$44.55	\$59.01
<b>Equipment</b>			
The City of Livingston uses the most recent Schedule of Equipment Rates provided by FEMA found at the following link:			
<a href="https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates">https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates</a>			

# CITY FEE SCHEDULE

## Mountain View Cemetery Rates

Plot Sales	
Full Size Grave	\$425
Infant/Child Grave	\$150
Cemetery Services – Grave Opening and Closing*	
Full Size Grave (12 person hours)	\$800
Full Size Grave – Weekend	\$965
Full Size Grave – Holiday	\$1,100
Infant/Child Grave (10 person hours)	\$660
Infant/Child Grave – Weekend	\$805
Infant/Child Grave – Holiday	\$920
Cremation (10 person hours)	\$195
Cremation – Weekend	\$290
Cremation – Holiday	\$315
Winter Surcharge when Ground is Frozen	\$75
Other Services	
Disinterment	Based on time and materials
Park County Indigent Burial (Adult)	\$150
Park County Indigent Burial (Infant/Child)	\$50

\*Rates are based on average person hours for grave opening and closing and tied to employee wages, per the most recently approved CBA, plus backhoe hours equal to ½ of the person hours. Backhoe rates are determined using the most recent Schedule of Equipment Rates provided by FEMA.

## CITY FEE SCHEDULE

Planning Fees	
Subdivisions	
Minor Subdivision (5 or fewer lots) First Minor <ul style="list-style-type: none"> <li>• Preliminary Plat</li> <li>• Final Plat</li> </ul> Subsequent Minor <ul style="list-style-type: none"> <li>• Preliminary Plat</li> <li>• Final Plat</li> </ul>	 \$500 + ongoing billing* \$300  \$500+ \$40/lot + ongoing billing* \$300
Major Subdivision (More than 5 lots) Preliminary Plant Final Plat	 \$1,200 + \$40/lot + ongoing billing* \$500 + ongoing billing*
By rent or Lease/RV Space or Mobile Home Lots 5 or Fewer Units <ul style="list-style-type: none"> <li>• Preliminary Review</li> <li>• Final Review</li> </ul> More than 5 Units <ul style="list-style-type: none"> <li>• Preliminary Review</li> <li>• Final Review</li> </ul>	 \$500 + ongoing billing* \$300  \$1,200 + ongoing billing* \$500 + ongoing billing*

Miscellaneous Planning Fees	
Special Exception Permit	\$550 + ongoing billing*
Variance	\$500
Zoning Map Amendment	\$750 + \$7/each property with 300' + ongoing billing*
Zoning Text Amendment	\$750 + ongoing billing*
Site Plan Review	\$1,000 + ongoing billing*
Subdivision Exemption	\$200
Planned Unit Development (PUD)	\$2,000
Phased PUD	\$700/phase

**\*Ongoing Billing – when subsequent review of applications is required**

- Additional charges billed at \$100/hour in half hour increments and will be incurred after the planning review of the application is completed. Fees must be paid within 30 days of billing. No building permit shall be issued until all outstanding planning fees are paid.
- The hourly billing rate of \$100/hour is for Planning and Public Works staff review time. Mailing and public notices are included in the base fee. Public Works Engineering review includes, but is not limited to, the following services:
  - Utilities
  - Infrastructure
  - Design Reports
  - Capacity Checks/Letters
  - Fire Service Lines
- Subsequent Public Works Engineering Review after initial plans will be incurred at \$200/hour in 1 hour increments.

## CITY FEE SCHEDULE

<b>Building Fees</b>	
<b>Building Permit Fees</b>	
<b>Total Valuation</b>	<b>Fee</b>
\$1.00 to \$500.00	\$23.50
\$500.01 to \$2,000.00	\$23.50 for the first \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,000.01 to \$25,000.00	\$69.25 for the first \$2,000 plus \$14.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,000.01 to \$50,000.00	\$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,000.01 to \$100,000.00	\$643.75 for the first \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,000.01 to \$500,000.00	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,000.01 to \$1,000,000.00	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
Over \$1,000,000.00	\$5,608.75 for the first \$1,000,000 plus \$3.65 for each additional \$1,000, or fraction thereof
Plan review fees	A separate plan review fee will be charged for each building permit issued in excess of \$15,000. This fee will be equal to 65% of the building permit fee as determined by the building permit fee schedule

<b>Other Building Inspection Fees</b>	
Inspections outside of normal business hours (minimum charge – 2 hours)	Overtime rate + benefits of assistant building inspector (currently \$53.89)
Inspections with no fee specifically indicated (minimum charge – ½ hour)	Overtime rate + benefits of assistant building inspector (currently \$53.89)
Additional plan review required by changes, additions or revisions to plans (minimum charge – ½ hour)	Overtime rate + benefits of assistant building inspector (currently \$53.89)
For use of outside consultants for plan review or inspection or both	Actual costs

A separate plan review fee will be charged for each building permit issued in excess of \$15,000. This fee will be equal to 65% of the building permit fee as determined by the

## CITY FEE SCHEDULE

Program Fees		
Aquatics Programs		
Program Name	Resident Fee	Non-Resident Fee
Group Swim Lessons	\$55/session	\$65/session
Junior Aquatics	\$150/session	\$180/session
Each session is a 30 minute class Monday – Friday for 2 weeks		
Aquatics Admission		
Daily Youth (3-18 years)	\$4	\$5
Daily Adult (19-59 years)	\$5	\$6
Daily Senior (60+ years)	\$4	\$5
Daily Toddler/Infant (2 & under)	\$0	\$0
Daily Water Aerobics	\$10	\$12
Individual Season Pass	\$75	\$85
Season Pass – Family (up to 5 household)	\$150	\$195
Season Pass – Family additional member	\$10	\$25
Punch Card – transferable (12 uses)	\$40	\$50
Water Aerobics Punch Card – transferable (10 uses)	\$60	\$70
Youth Agency Punch Card (100 uses)	\$200	n/a
Concession Items	Based on vendor price	
Pool Rental	\$200/hour	\$260/hour
Sports		
Youth Sports		
Football League	Generously provided by the Arthur M Blank Foundation Grant	
Basketball League	\$75	\$85
Tee Ball/Coach Pitch League	\$75	\$85
Sports Clinics	\$35	\$45.50
Tot Sports Clinics	\$35	\$45.50
Adult Sports		
Volleyball	\$25	\$32.50
Softball	\$25	\$32.50
Sports Drop-in	\$5	\$6.50
Sports Drop-in Punch Card (12 uses)	\$50	\$65
Senior Sports Tournaments	\$25	\$32.50
Sponsorships		
Youth Sports	\$300/team	
Volleyball League Sponsor	\$400/team	
Softball League Sponsor	\$400/team	
Youth Camps/Activities/Events		
Holiday Craft/Activity Events	\$5-\$20	\$5-\$20
Facilitated Open Gym	\$5	\$6.50
Kids Club \$10 sibling discount offered	\$30	\$39
Safe Sitter Class	\$35	\$45.50
Youth – Single Day Camp	\$53	\$68.90
Youth – Multi Day Camp	\$30/day	\$39/day

## CITY FEE SCHEDULE

Facility Use Fees		
Outdoor Field/Court Fee	\$10/space/hour	\$15/space/hour
Land Use Fee	\$25/hour	\$32.50/hour
Sacajawea and Mike Webb Picnic Shelter	\$35/shelter per 4 hour block	\$54/shelter per 4 hour block
Sacajawea Gazebo	\$45/gazebo per 4 hour block	\$63/gazebo per 4 hour block
Miles Park Band Shell		
Use Agreement*	N/A	N/A
Weekday – ½ Day (7 hours)	\$150	\$195
Weekend – ½ Day (7 hours)	\$175	\$227.50
Weekday – Full Day	\$275	\$357.50
Weekend – Full Day	\$325	\$422.50
Non-profit/government	\$15/hour	
Civic Center		
½ Day (7 hours)	\$150	\$195
Full Day	\$300	\$390
Hourly – evening & weekends	\$35	\$45.50
Party Rental (3 hours)	\$150	\$195
Skate Party Rental	\$250	\$325
Use Agreement*	\$15/hour	
Non-profit/government	\$15/hour	
Facility Refundable Deposit	\$100	\$100
Cleaning Fee	\$150	\$150
-May be required for some events		
*Use agreement is for organizations providing classes/services available to the public and requires a signed contract and proof of insurance.		
Community Events		
Holiday Craft Market		
Admission	\$1	
Vendor Fee	\$50	\$60
Roller Skating Events	\$5	\$7
Roller Skate Rental	\$3	\$3
Special Event Permit Application		
Administration Fee	\$50	\$80
Miscellaneous		
Business Sponsorships		
Gold - \$1,500 includes a banner, 2 teams, and 3 special events		
Silver - \$1,000 includes a banner, 1 team, and 2 special events		
Bronze - \$500 includes banner and 1 team		
Team only - \$300		

## CITY FEE SCHEDULE

<b>Special Event Fees</b>		
	<b>Monday – Friday 7:00 a.m. – 4:00 p.m.</b>	<b>After 4:00 p.m. and Weekends</b>
Street Shutdown	\$110/street up to 2 \$50/each additional street	\$300/street up to 2 \$150/each additional street
Street Sweeper <i>Per event – required for parades and downtown events</i>	\$300 every 2 hours	\$400 every 2 hours
Police Presence <i>Per hour – required for events over 1,000 people</i>	\$150/hour	\$150/hour
Fire/EMS Station <i>Per hour – required for events over 1,000 people</i>	\$150/hour	\$150/hour
Trash Disposal	\$20 for 1 can + \$10 for each additional can	\$30 for 1 can + \$15 for each additional can
Irrigation Locate Services <i>Required for event tents or canopies</i>	\$30	\$30
<b>Traffic Control Device Rental</b>		
Candlestick Cone		\$3/cone
A-Frame		\$8/a-frame
Barricade		\$15/barricade
Orange Construction Fencing		\$20/100 ft.
<b>Other Rental Items</b>		
Ticket Booth (includes placement)		\$60/booth/day
Hand Washing Stations <i>Includes full soap &amp; towel dispenser</i>		\$60/station/day
Basketball Hoop Attachments		\$20/day/set
Outdoor Movie Kit		\$150/day
Popcorn Machine		\$50/day



# CITY FEE SCHEDULE

## Police Department Fees

False Alarm Fees	
1 <sup>st</sup>	\$0
2 <sup>nd</sup>	\$25
3 <sup>rd</sup>	\$50
4+	\$100/occurrence
Parking Violations	
Overtime in Time Zone	\$20
Double Parking	\$20
Loading Zone	\$20
Blocking Residence Alley	\$20
Truck Over 16,000 GVW in Residential Area	\$20
Parked Over 72 Hours Not in Running Condition	\$20
Parked on Street Without Current Registration	\$20
No Parking Zone	\$25
Wrong Side of Street	\$20
Blocking Driveway	\$20
Over 18 inches from Curb	\$20
Blocking Crosswalk	\$20
Alley Parking – Fire District	\$25
Parked Within 15 Feet of Fire Hydrant	\$20
Other	
Parked on Sidewalk	\$20
Street Sweeper	\$20
Parked After 11 P.M. in City Park	\$20
Handicap Parking	\$100
Sexual Violent Offender Registration	
Violent	\$30
Sexual*	
Level 1 – not involving a minor	\$30
Level 1 – involving a minor	\$100
Level 2	\$100
Level 3	\$100

\*Tiers are set by the State of Montana with the following definitions:

Level 1 – the risk of repeat sexual offense is low

Level 2 – the risk of a repeat sexual offense is moderate

Level 3 – the risk of a repeat sexual offense is high, there is a threat to public safety, and an evaluator believes the offender is a sexually violent predator

## CITY FEE SCHEDULE

<b>Fire and EMS Fees</b>	
<b>Fire Inspection Fees</b>	
Up to 2,000 sq. ft.	\$100
2,001 - 10,000 sq. ft.	\$125
10,001 - 25,000 sq. ft.	\$150
25,001 - 50,000 sq. ft.	\$200
Over 50,000 sq. ft.	\$225
Violations and Re-inspections	
Satisfactory Re-inspection	No additional charge
Unsatisfactory Re-inspection	Double the amount of the initial inspection fee
Fourth Re-inspection	Double the prior re-inspection fee and referral to the Code Review Board if it remains uncorrected

<b>Fire Suppression Inspections</b>	
Review of Fire Suppression Systems	\$50/hour
Site Inspections (unscheduled)	
Emergency Vehicle Access Evaluation	\$70
Founded Violations	\$100/violation
Founded Serious Violations	\$200/violation
Repeat Complaints	Triple original fee

<b>Additional Occupancy Inspection Fees</b>	
Fire Sprinkler Systems	\$30 + \$10/floor
Standpipe Systems	\$30/standpipe
Fire Pumps	\$30/fire pump
Hood Extinguisher Systems	\$30
Life Safety Generator and Emergency Lighting	\$30
Other Extinguishing Systems	\$30
Fire Alarm/Smoke Detector Systems	\$30 + \$10/floor
Occupant Load Calculation	\$100/floor
LPG Gas Tank Storage Inspection	\$250

<b>EMS Fees</b>	
Event Standby Coverage	Time & Equipment
<p>*Time is calculated using hourly wage + benefits of the staff in attendance. Equipment is billed using the amount on the most current FEMA equipment schedule found at the link below.</p> <p><a href="https://www.fema.gov/sites/default/files/documents/fema_schedule-of-equipment-rates_2023.pdf">https://www.fema.gov/sites/default/files/documents/fema_schedule-of-equipment-rates_2023.pdf</a></p>	

## CITY FEE SCHEDULE

Annual Business Licenses	
Local Business	\$100
Contractors	\$90
Home Business	\$75
Non-Profits	\$0
Non-Resident Vendor	\$90
Street Vendor	\$90
Controlled Substances	
All Beverage	\$500
All Beverage – Veteran Organization	\$400
Beer & Wine Only	\$500
Beer Only	\$250
Wine Only	\$250
Brewer	\$150
Winery	\$150
Distillery	\$250
Medical Marijuana Only	\$100
Retail Marijuana	\$500
Tobacco	\$90
Late Penalty	\$25

**Note:** State Licensed Professions are exempt from local business license requirements unless offering other services such as retail sales. Examples include: Attorneys, Public Accountants, Plumbers, Realtors, Medical Professionals, Cosmetologists, etc. **This does not apply to the fire safety inspection which is required for all business with public access.**

Parking Space Rent	
Two Hour Zone Permit – per Space	\$100/day
2 <sup>nd</sup> Street Lot	\$30/month
Lewis Street	\$30/month
Late Payment Penalty	\$5

Animal Control	
Animal License	
Dogs	
Spayed/Neutered	\$20
Unaltered	\$80
Cats	
Spayed/Neutered	\$10
Unaltered	\$50
Vicious Animal	
Spayed/Neutered	\$100
Unaltered	\$175

In addition to the fees noted above, any documents that are required to be filed with the County Clerk and Recorded will carry an additional cost equal to the actual cost of recording.

**File Attachments for Item:**

**B. RESOLUTION 5124: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ORDERING A REFERENDUM ON THE CREATION OF A CITYWIDE SPECIAL DISTRICT RELATING TO A RECREATION FACILITY.**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

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www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 12/19/2023  
To: Chair Nootz and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Resolution 5124:  
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON,  
MONTANA, ORDERING A REFERENDUM ON THE CREATION OF A CITYWIDE  
SPECIAL DISTRICT RELATING TO A RECREATION FACILITY**

**Recommendation and Summary**

Staff is recommending that the City Commission approve passage of Resolution 5124 calling for a special election to be held to consider the creation of a special district relating to the Community Wellness Center project by adopting the following motion:

**“I move to approve Resolution 5124 and authorize the Chair to sign the Resolution.”**

The reasons for the update are as follows:

- Montana Code Annotated provides that a City Commission may order a referendum on the creation of a special district.
- The City has identified an opportunity to upgrade certain recreation facilities in partnership with the Four Ranges Community Recreation Foundation Incorporated.

**Introduction and History**

Montana Code Annotated (MCA) Section 7-11-1003 provides that a City Commission may “order a referendum on the creation of a special district to serve the inhabitants of the special district.”

**Analysis**

The City has identified an opportunity to upgrade certain recreation facilities in partnership with the 4 Ranges Community Recreation Foundation Incorporated. The City recently approved a memorandum of understanding (MOU) with the Foundation to plan for a referendum question on the creation of a special district to support the operations of the Community Wellness Center which will be designed and constructed by the Foundation in conjunction with the City.

**Fiscal Impact**

The Foundation has agreed to fund the costs of the election by a separate MOU.

**Strategic Alignment**

Referenda require the approval of electors pursuant to MCA.

**Attachments**

- Resolution 5124

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Livingston, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 5124, entitled: "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ORDERING A REFERENDUM ON THE CREATION OF A CITYWIDE SPECIAL DISTRICT RELATING TO A RECREATION FACILITY" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a meeting on December 19, 2023, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commission Members voted in favor thereof: \_\_\_\_\_; voted against the same: \_\_\_\_\_; abstained from voting thereon: \_\_\_\_\_; or were absent: \_\_\_\_\_.

WITNESS my hand officially this 19<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
City Clerk

RESOLUTION NO. 5124

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ORDERING A REFERENDUM ON THE CREATION OF A CITYWIDE SPECIAL DISTRICT RELATING TO A RECREATION FACILITY

WHEREAS, under Montana Code Annotated, Title 7, Chapter 11, Part 10, as amended (the “Special District Act”), a governing body of a local government may create a special district that is authorized by law to perform a single function or a limited number of functions; and

WHEREAS, the City Commission (the “City Commission”) of the City of Livingston, Montana (the “City”) desires to provide additional recreational opportunities to inhabitants of the City; and

WHEREAS, the 4 Ranges Community Recreation Foundation Inc., a Montana nonprofit (the “Foundation”), has undertaken to raise funds to build a multi-use community recreation complex, expected to include a recreational swimming pool, lap pool, gymnasium, running track, studio space, a large community room and additional related amenities (the “Recreation Facility”); and

WHEREAS, the Foundation proposes to raise funds for the initial construction and equipping of the Recreation Facility, with the expectation that upon completion of the Recreation Facility, fee title to the Recreation Facility would be transferred to the City and costs of the ongoing operation and maintenance of the Recreation Facility would be the responsibility of the City; and

WHEREAS, to provide for the ownership and ongoing operation and maintenance of the Recreation Facility, the City has determined to order a referendum on the creation of the Livingston Recreation Facility District (the “District”), in accordance with the Special District Act and this resolution; and

WHEREAS, the City has determined that a referendum on the creation of the District pursuant to Section 7-11-1011 of the Special District Act and conducted in accordance with Montana Code Annotated, Title 13, Chapter 1, Part 5, is in the best interests of the City and the electors thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, that:

Section 1. Necessity of Creating District; Operation and Maintenance. The City proposes to establish the District for the purpose of owning and providing for the ongoing operation and maintenance of the Recreation Facility, including but not limited to: (1) operation, programming, maintenance (both routine and major maintenance), repair, replacement, upkeep, improvement, operational enhancement, construction, reconstruction, and implementation of measures required to maintain public health and safety or meet legal or regulatory requirements; and/or (2) purchasing, replacing, and/or maintaining equipment, tools or vehicles used to carry out the functions described herein; (3) any other functions, labor, training, supplies and/or

materials necessary for management, operation and maintenance of the Recreation Facility; and/or (4) funding a reserve account for repairs, maintenance, replacement or additions to the Recreational Facility (collectively, the “Operation and Maintenance”).

Section 2. Name of District; Boundaries; Duration. The District, if it shall be created and established, shall be known as the “Livingston Recreation Facility District.” The City has determined that the boundaries of the District shall be the boundaries of the City, as depicted on the map attached as Exhibit A, as such boundaries may be adjusted from time to time in accordance with Montana law. The District is a jurisdiction-wide special district under Section 7-11-1009 of the Special District Act.

The duration of the District shall be perpetual; provided that, the District may be dissolved in accordance with Section 7-11-1029 of the Special District Act.

Section 3. Property to be Assessed; Assessment Methodology. All properties located in the District are to be assessed to pay or finance a portion of the costs of the Operation and Maintenance described in Section 1. In accordance with Section 7-11-1024 of the Special District Act, the costs to provide the Operation and Maintenance (which may include paying debt service with respect to any financing of costs of the Operation and Maintenance) shall be assessed against each lot or parcel of land, including the improvements thereon, for that part of the cost of the District that its taxable value bears to the total taxable valuation of property within the District.

Section 4. Estimated Costs; Bonding; Proposed Assessments; Estimated Impacts on Property. Pursuant to Section 7-11-1009(3)(a) of the Special District Act, the City’s expectations regarding the District and the costs thereof are as follows:

- (a) If a full range of programs, services and improvements is implemented or made available, the City expects that the estimated total costs of the Operation and Maintenance to be funded over the duration of the District may be approximately \$1,100,000 each year, in perpetuity, subject to annual increases in an amount equal to the average of the total amount assessed in each of the previous 5 years multiplied by the average rate of inflation.
- (b) The City does not anticipate bonding for improvements with respect to the District.
- (c) The estimated annual rate or amount of assessments to be imposed with respect to the District is not expected to exceed 30 mills.
- (d) In the first fiscal year in which assessments would be levied, the City expects the maximum rate or amount of the initial proposed assessments to be imposed will be equal to 30 mills.
- (e) Based on the maximum initial proposed annual assessment of 30 mills, the annual assessment on a home with an assessed market value for tax purposes of \$100,000 would be \$40.80; of \$300,000 would be \$122.40 and of \$600,000 would be \$244.80.



Initial costs of constructing and equipping the Recreation Facility are proposed to be paid with amounts obtained through fundraising by the Foundation, the use of New Markets Tax Credits and/or other nongovernmental funds, and not by special assessments or fees. If the referendum on the District passes, the City intends to create the District, but will not levy assessments until the Recreation Facility is substantially complete.

Section 5. Governance. In accordance with Section 7-11-1021 of the Special District Act, the District will be administered by the City Commission of the City.

Section 6. The Referendum on District Creation. The City hereby calls and directs that the following question be placed on the ballot for an election to be held on March 19, 2024:

Shall the proposition to organize the Livingston Recreation Facility District (the “District”) be adopted?

- DISTRICT – YES
- DISTRICT – NO

By voting yes, you support creation of the District for the purpose of providing for the ongoing operation and maintenance of a multi-use community recreation complex, which is expected to be constructed with nongovernmental funds.

Section 7. Notice of Election. The notice of election relating to the referendum on the creation of the District in substantially the form attached as Exhibit B is hereby approved, with such changes as may be made prior to publication of the notice to better reflect details of and matters pertaining to such election. Appropriate officials of the City are authorized and directed to work with the County Election Administrator to complete and finalize the notice.

Section 8. Conduct of Election. As set forth in the election notice, an individual is entitled to vote if the individual (a) is a registered elector in Montana, and (b) is a resident of or owner of taxable real property in the proposed District. Appropriate officials of the City are authorized and directed to work with the County Election Administrator to ensure that the referendum on the creation of the District is conducted in accordance with the applicable provisions of Montana law.

Section 9. Effective Date. This resolution is effective as of the date set forth below and amends or supersedes the provisions of any resolutions previously adopted by the City Commission to the extent such provisions conflict with the provisions of this resolution.

ADOPTED by the City Commission of the City of Livingston, Montana, this 19th day of December, 2023.

---

Melissa Nootz, Chair  
Livingston City Commission

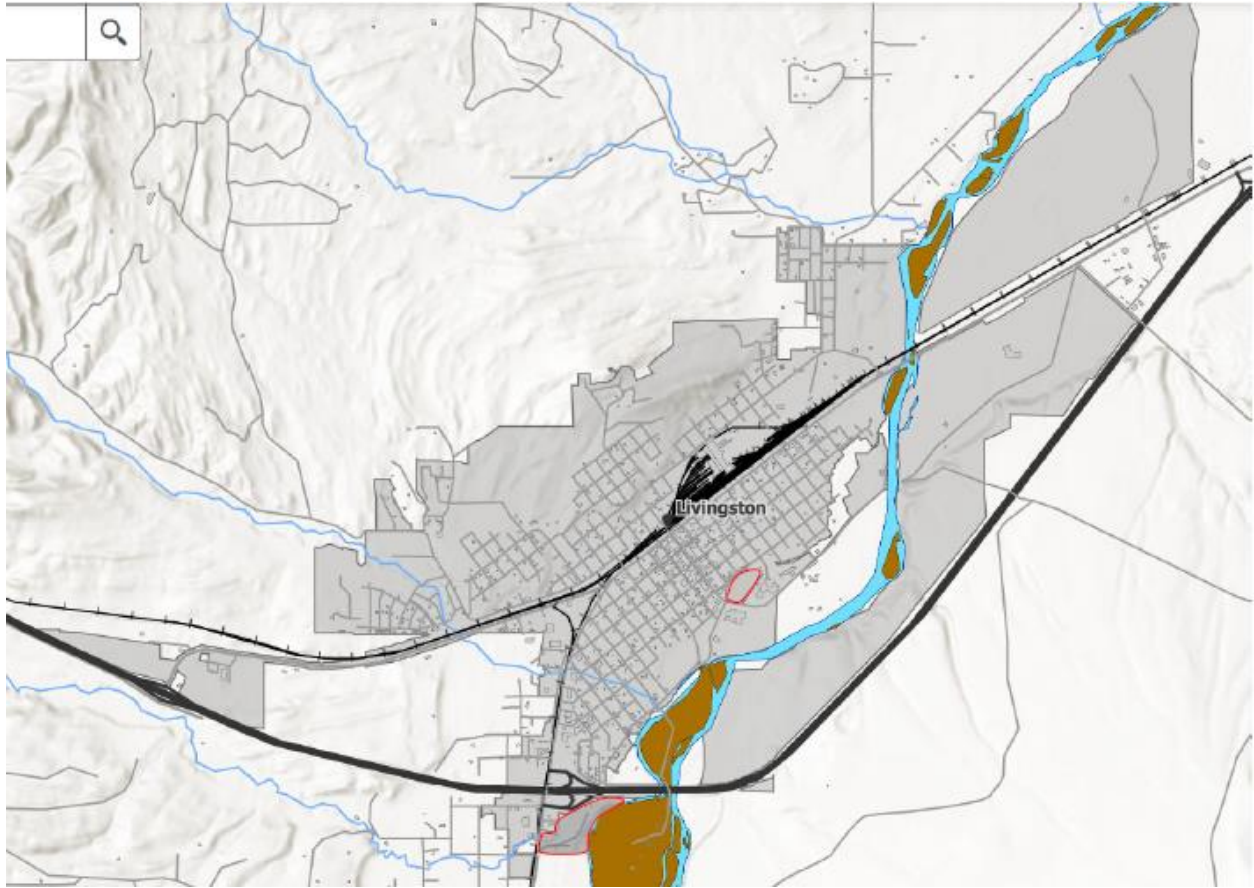
ATTEST:

---

City Clerk

EXHIBIT A

MAP OF DISTRICT



The district shares a boundary with the City of Livingston.



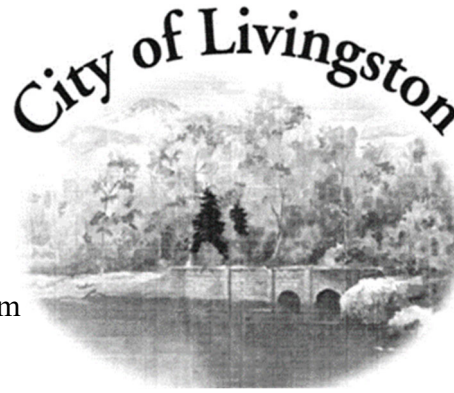
**File Attachments for Item:**

**A. PRESENTATION OF FY 2022-2023 AUDIT**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.com  
www.livingstonmontana.org



**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

*Incorporated 1889*

Date: 12/19/2023  
To: Chair Nootz and City Commissioners  
From: Paige Fetterhoff

**Staff Report for The City of Livingston ACFR for the fiscal year ended June 30, 2023**

**Recommendation and Summary**

Staff is recommending the Commission accept the FY 23 Annual Comprehensive Financial Report.

**“I move the accept the FY 23 Annual Comprehensive Financial Report”**

The reasons for the recommendation are as follows:

- Montana Code 2-7-503 requires local governments to have an audit every two years. Providing an audit annually assures a higher level of financial management and fiscal responsibility.

**Introduction and History**

Montana Code 2-7-503 states:

The governing body or managing or executive officer of each local government entity receiving revenue or financial assistance in the period covered by the financial report that is in excess of the threshold dollar amount established by the director of the office of management and budget pursuant to 31 U.S.C. 7502(a)(3), regardless of the source of revenue or financial assistance, shall cause an audit to be made. The audit may cover the entity's preceding 2 fiscal years and must commence within 9 months from the close of the last fiscal year of the audit period. The audit must be completed and submitted to the department for review within 1 year from the close of the last fiscal year covered by the audit.

**Analysis**

Amaticas CPA group has completed the audit for FY 23 and has provided a summary. No audit findings were identified as a result of these procedures.

**Fiscal Impact**

The cost of the annual audit has been included in the budget.

**Attachments**

- Attachment A: [2023 Annual Comprehensive Financial Report](#)
- Attachment B: Summary for Commission
- Attachment C: Governance Letter



**City of Livingston, Montana**  
**Financial statement audit for the year ended June 30, 2023**

Independent Auditor's Report (pages II-1 to II-3)

Audit opinions: Unmodified ("clean")

Required supplementary information (RSI)

- RSI includes: MD&A, OPEB schedules, net pension liability schedules, budgetary comparison information for general fund and major special revenue funds
- Procedures applied: Limited procedures – inquiries of management, comparing the information for consistency to the inquiries, basic financial statements, and other knowledge
- Level of assurance: No assurance provided

Supplementary information (SI)

- SI includes: Combining and individual nonmajor fund financial statements, budgetary comparison information for other major funds, schedule of expenditures of federal awards (SEFA)
- Procedures applied: SI has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling the information to the accounting records or to the basic financial statements
- Level of assurance: In-relation to the financial statements as a whole

Other information (OI)

- OI includes: Introductory section, statistical section
- Procedures applied: Read the other information and consider whether any material inconsistencies exist between the information and the basic financial statements
- Level of assurance: No assurance provided

Independent Auditor's Report on Internal Control and Compliance – *Government Auditing Standards*  
 (pages IV-1 to IV-2)

- Internal Control: No material weaknesses identified
- Compliance: No instances of noncompliance identified

Independent Auditor's Report on Compliance for Each Major Program and Internal Control Over Compliance – *Uniform Guidance* (pages IV-3 to IV-4)

- Opinion on City's compliance requirements for major programs: Unmodified
- No deficiencies in internal control over compliance that we considered to be material weaknesses

Schedules of Expenditures of Federal Awards

- Schedule of Findings and Questioned Costs – Summary of Auditor's Results (page IV-7)
- Major programs: AL #21.027 Coronavirus State and Local Fiscal Recovery Fund





45 Discovery Dr.  
Bozeman, MT 59718

P 406.404.1925  
F 406.404.1926

December 19, 2023

City Commissioners and City Manager  
City of Livingston, Montana

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Livingston, Montana for the year ended June 30, 2023. Professional standards require that we provide you with the following information related to our audit.

Our Responsibilities under U.S. Generally Accepted Auditing Standards and Government Auditing Standards

As stated in our engagement letter dated October 10, 2023, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we considered the City’s internal control. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we performed tests of the City’s compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with such provisions was not an objective of our audit.

Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to you in our meeting about planning matters on November 6, 2023.

Significant Audit Matters

*Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Livingston are described in Note 1 to the financial statements. As described in Note 1 to the financial statements the City adopted accounting GASB Statement No. 96, *Subscription-Based Information Technology Arrangements (SBITA)*, in fiscal year 2023. The implementation of this standard did not have a material effect on the City’s financial statements. The application of existing policies was not changed during the year ended June 30, 2023. We noted no transactions entered into by the City during the years for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.



The most sensitive estimates affecting the financial statements were: Capital assets' useful lives, potential impairments, and depreciation. Other post-employment healthcare benefits are based on management's estimates used in the actuarial calculation of this liability. The City's proportionate share of the net pension liability is based on estimates used in the actuarial calculation for the entire pension plan and the allocation of the City's proportionate share of that liability. We evaluated the key factors and assumptions used to develop these estimates in determining that the balances are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were the summary of significant accounting policies in Note 1, debt service requirements for long-term debt in Note 7, post-employment benefits other than pensions in Note 10, and net pension liability in Notes 11 to 14.

The financial statement disclosures are neutral, consistent, and clear.

#### Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. A listing of adjusting journal entries is attached to this letter.

#### Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

#### Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 19, 2023.

#### Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or, a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

#### Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management’s discussion and analysis, schedules of changes in total other post-employment benefits liability and related ratios, schedules of proportionate share of the net pension liability for PERS, MPORS, and FURS, schedule of contributions for PERS, MPORS, and FURS, and budgetary comparison schedules – general fund and major special revenue funds, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual nonmajor fund financial statements and budget and actual schedules – nonmajor funds, which accompany the basic financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory section and the statistical section, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Restriction of Use

This information is intended solely for the use of management and City Commission of the City of Livingston and the Montana Department of Administration and is not intended to be, and should not be, used by anyone other than these specified parties.

Respectfully submitted,

***Amatics CPA Group***  
Bozeman, Montana

Attachment

**City of Livingston**  
 Year End: June 30, 2023  
 Adjusting Journal Entries  
 Date: 7/1/2022 To 6/30/2023

A-AJE

Prepared by	Reviewed by	Reviewed by
MS 11/28/2023		

Number	Date	Name	Account No	Reference	Debit	Credit
AJE-1	6/30/2023	EST UNCOLLECTIBLE A/R	5510-122110 5510		31,000.00	
AJE-1	6/30/2023	BAD DEBT EXPENSE	5510-442-420730-811 5510			31,000.00
		To adjust ambulance allowance for bad debt to agree to aging				
					<b>31,000.00</b>	<b>31,000.00</b>

Net Income (Loss) 6,195,512.62

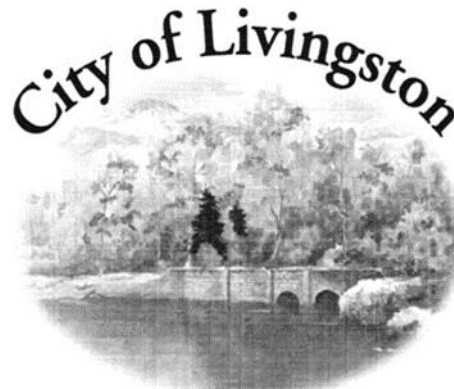
**File Attachments for Item:**

**B. GRANT AGREEMENT 20057 FOR ARPA FUNDING FOR SEWER I&I PROJECT**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 12/19/2023  
To: Chair Nootz and City Commissioners  
From: Shannon Holmes, Public Works Director

**Staff Report for ARPA Grant Agreement 20057**

**Recommendation and Summary**

Staff is recommending the Commission Approve Agreement 20057 with the Montana Department of Natural Resources and Conservation Sub Agreement for authorization of American Rescue Plan Act (ARPA) funding for the Livingston Sewer Inflow and Infiltration Reduction Project with approval of using sewer funds to provide the required \$571,279.00 match for the project.

**“I move to approve Agreement 20057 with the Montana Department of Natural Resources and Conservation and authorize the City Manager to sign.”**

The reasons for the recommendation are as follows:

- This project was identified as a priority project in the 2020 Inflow and Infiltration Study.
- The City applied for this grant in October 2022 and received notice of the award of the project in January 2023.

**Introduction and History**

This project was identified as a priority project in the 2020 Inflow and Infiltration Study. This project is being funded by ARPA and City matching funds. The total construction cost is budgeted for \$1,926,000 of which \$571,279 is committed from the City. Through flow data review, TV inspections, site visits and conversations with City staff, TD&H was able to identify that Inflow and Infiltration predominantly occurs in portions of the collection system located in the south and east part of town. This project will eliminate Inflow and Infiltration in the sewer main in Lewis Street, KPRK area and south of C&P Packing. This is a standard agreement that we have executed with the Montana Department of Natural Resources and Conservation on previous American Rescue Plan Act (ARPA) projects.

**Analysis**

This Sub Agreement applies to the Grant Agreement between the City of Livingston and the Montana Department of Natural Resources and Conservation for the Inflow and Infiltration Sewer Project that will decrease groundwater infiltration in the sewer collection system and decrease the seasonal flow into the Water Reclamation Facility during high flows of the Yellowstone River. Ultimately, this project will increase the hydraulic capacity for development growth in the City by reducing the treatment of groundwater from infiltration. The total project budget for this project is

\$1,926,000 of which \$571,279 will be provided as a match by the City of Livingston with its sewer funds. The design of the project will start in December 2023 and be completed in November 2024. Construction is scheduled to start in April 2025 and be completed by November 2025.

**Fiscal Impact**

The fiscal impact of the \$571,279 local funding commitment will be included in the City Manager’s recommended Sewer Fund budget for FY 2025.

**Strategic Alignment**

This project satisfies Growth Policy strategy 9.1.2.5: Coordinate sanitary sewer replacement and wastewater system expansion with increase growth. Strategy 9.1.2.6 Promote water conservation and strategy 9.1.4.1: Review existing funding sources and tools to ensure availability for improvement of existing and development of new community assets.

**Attachments**

- Attachment A: American Rescue Plan Act (ARPA) Grant Agreement
- Attachment B: ARPA Award Letter

DEPARTMENT OF NATURAL RESOURCES  
AND CONSERVATION

Conservation and Resource Development Division



GREG GIANFORTE, GOVERNOR

1539 ELEVENTH AVENUE

STATE OF MONTANA

DIRECTOR'S OFFICE: (406) 444-2074  
FAX: (406) 444-2684

PO BOX 201601  
HELENA, MONTANA 59620-1601

November 29, 2023

Grant Gager  
Livingston, City of  
220 E. Park Street  
Livingston, MT 59047

Re: Livingston Sewer Inflow and Infiltration Reduction

Dear Grant Gager:

Please find enclosed American Rescue Plan Act (ARPA) Water & Sewer sub-award through House Bill 632 for the Livingston Sewer Inflow and Infiltration Reduction project. These funds are a sub-award of the ARPA funding provided to the State of Montana under Assistance Listing Number (ALN) (formerly known as CFDA) 21.027 and are contingent upon activities within the project meeting ARPA eligibility and all applicable guidance as well as conditional on funding availability from the federal Department of Treasury.

Projects such as yours provide the necessary investments in water and sewer infrastructure Montanans need as part of our state's economic recovery.

This award will be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. The Audit Requirements of the Uniform Guidance, including implementing the Single Audit Act, shall apply to this award. Please see Treasury's guidance [<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>] for more detailed information on reporting and auditing requirements. Please note that cost overruns beyond the award will be the responsibility of the subrecipient.

Please sign the sub-award and return. Following signature from DNRC, we will return an executed copy for your records. If you have any questions, please contact Coleen O'Rourke, Grant Manager at the Department of Natural Resources and Conservation, at at 406-594-3184 or [coleen.orourke@mt.gov](mailto:coleen.orourke@mt.gov).

Again, congratulations and good luck on the successful completion of your project.

Sincerely,

*Coleen S. O'Rourke*

Coleen O'Rourke  
ARPA Grant Manager

**AMERICAN RESCUE PLAN ACT (ARPA)  
GRANT AGREEMENT  
CONSERVATION AND RESOURCE DEVELOPMENT DIVISION  
MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION**

Recipient: Livingston, City of

Project Name: Livingston Sewer Inflow and Infiltration Reduction

Grant Number: AM-23-0290

Submission ID: 31403442

**Declarations**

- Section 1. Purpose
- Section 2. Term
- Section 3. DNRC's Role
- Section 4. Project Scope
- Section 5. Project Budget
- Section 6. Availability of Funds
- Section 7. Disbursement
- Section 8. Reports
- Section 9. Records and Audits
- Section 10. Project Monitoring and Access for Inspection and Monitoring
- Section 11. Employment Status and Workers' Compensation
- Section 12. Equal Employment
- Section 13. Indemnity and Liability
- Section 14. Compliance with Applicable Laws
- Section 15. Copyright - Government Right to Use
- Section 16. Acknowledgement of Support
- Section 17. Conflicts of Interest.
- Section 18. Remedial Actions
- Section 19. Hatch Act
- Section 20. False Statements
- Section 21. Debts Owed to the Federal Government
- Section 22. Disclaimer
- Section 23. Protections for Whistleblowers
- Section 24. Increasing Seat Belt Use in the United States

In Process



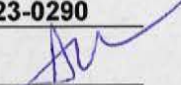
- Section 25. Reducing Text Messaging While Driving
- Section 26. Failure to Comply
- Section 27. Assignment and Amendment
- Section 28. Montana Law and Venue
- Section 29. Waiver
- Section 30. Entire Agreement
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting Requirements
- Attachment D – Assurance of Compliance with Civil Rights Requirements

In Process


FOR DNRC USE ONLY		
<b>Maximum Amount under this Grant:</b>	<b>\$1,354,721.00</b>	
<b>Source of Funds</b>		
<b>Fund Name</b>	<b>Fund No.</b>	
ARPA State Recovery Section 602	03920	
<b>ALN#</b>	<b>FAIN #</b>	
21.027	SLFRP1747	
<b>Subclass</b>	<b>Org. No.</b>	<b>Amount</b>
54042	34233314M	\$1,354,721.00
<b>Appropriation Authority: 67th Legislature 2021 HB632</b>		


**Approved**

No. AM-23-0290

Division 

F.S.O. \_\_\_\_\_

Legal. 



**GRANT AGREEMENT BETWEEN THE MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION AND LIVINGSTON, CITY OF**

**THIS SUBAWARD** (also referenced as "Grant Agreement" or "Agreement"), is administered by the Montana Department of Natural Resources and Conservation (DNRC) by the Resource Development Bureau (Program) and is accepted by **Livingston, City of**, hereinafter referred to as the Subrecipient and represented by **Grant Gager**, and successors, **City Manager, 220 E. Park Street, Livingston, MT 59047, citymanager@livingstonmontana.org, 1(406) 823 - 6000**. Both parties agree to the following terms and conditions:

**SECTION 1. PURPOSE.** Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 602, which authorizes the United States Department of Treasury ("Treasury") to make payments to certain subrecipients from the Coronavirus State Fiscal Recovery Fund ("ARPA funds"). House Bill 632 governs the State's appropriation. The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for **Livingston Sewer Inflow and Infiltration Reduction**.

**SECTION 2. TERM.** The effective date of this Agreement is the date of last signing and ends **December 31, 2025**. As set forth in the Treasury's Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Interim Final Rule 86 Fed. Reg. 26786 ("Rule") and associated guidance issued on May 10, 2021, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021, and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in **SECTION 8. REPORTS** have been received by DNRC.



**SECTION 3. DNRC's ROLE.** DNRC is administering funds awarded by the Legislature to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. DNRC will monitor project expenditures to assure payment eligibility. DNRC assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project. The DNRC liaison for this Agreement is Coleen O'Rourke at 406-594-3184, coleen.orourke@mt.gov, DNRC/CARDD, PO BOX 201601, Helena, MT 59620-1601. All requests for information and assistance, claims for grant funds, and reports shall be submitted to the DNRC liaison.

**SECTION 4. PROJECT SCOPE.** The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the **American Rescue Plan Act** Program Application dated **August 2022** are also incorporated herein by this reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

**4.1** Plans and specifications for this project shall be prepared by a registered professional engineer licensed to practice in his or her areas of competence in the State of Montana. Plans and specifications shall be submitted to the Montana Department of Environmental Quality (DEQ) for review and approval prior to construction. Construction shall be in strict accordance with DEQ approved plans and specifications.

**4.2** N/A

**SECTION 5. PROJECT BUDGET.** A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the DNRC liaison. A transfer of funds between budget categories exceeding 10% of the total grant will require an amendment of the agreement. Requests to modify the approved budget must be submitted in writing to the DNRC liaison for approval and must be made in advance of reimbursement requests.

**SECTION 6. AVAILABILITY OF FUNDS.** Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible. If a project is unable to secure necessary match funding as required by HB 632, DNRC may recoup ARPA funding. This section shall survive termination of this Agreement.

**6.1** A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2.503 ARM) decision notice must be approved by the DNRC before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.

**6.2** The DNRC must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the DNRC's continuation of performance of this Agreement in a subsequent fiscal period (§18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the DNRC shall terminate this Agreement as required by law. The DNRC shall provide the Subrecipient with the date the State's termination shall take effect. The DNRC shall not be liable to the Subrecipient for any payment that



would have been payable had the Agreement not been terminated under this provision. The DNRC shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the DNRC's termination takes effect. This is the Subrecipient's sole remedy. The DNRC shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**SECTION 7. DISBURSEMENTS.** The Subrecipient must submit reimbursement claims for funds to DNRC. Funds can only be expended for work described in SECTION 4. SCOPE OF WORK. The Subrecipient shall submit a complete vendor invoice, signed by the Authorized Recipient, itemizing actual project expenses that can be documented with accounting records. To receive payment, the Subrecipient shall submit a project progress report described in SECTION 8. REPORTS, and supporting documentation: proof of payment, receipts, vendor invoices, inspection certificates, timesheets, in-kind labor, and other documentation of expenses incurred.

DNRC only reimburses direct costs associated with the project. Direct costs are those which can be identified specifically as costs of implementing the approved project such as staff time directly attributable to the project, contracted expenses, materials and supplies for the project. DNRC cannot reimburse indirect costs, those that are incurred by the subrecipient in support of general business operations, but which are not attributable to a specific funded project.

DNRC will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. DNRC will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET, within the dates identified in SECTION 2. TERM, and that are clearly and accurately supported by the Subrecipient reports to DNRC. Total payment for all purposes under this Agreement shall not exceed **\$1,354,721.00**.

**7.1** Reimbursement requests for work performed during the term of this Agreement must be submitted to the DNRC liaison within 90 calendar days after the expiration of this Agreement to receive payment.

**7.2** DNRC will withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by DNRC.

**SECTION 8. REPORTS.** The Subrecipient is responsible for submitting progress reports, a final report, and a signed Certificate of Compliance to DNRC at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the DNRC liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT – GOVERNMENT RIGHT TO USE

**8.1** Quarterly progress reports for the periods ending each March, June, September, and December shall be submitted to the DNRC liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the DNRC liaison within 15 calendar days following the close of the quarterly period. No claims for disbursements will be honored if the quarterly report has not been approved or if there is a delinquent report.

**8.2** The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment C. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon DNRC receipt and approval of a report that meets requirements described in Attachment C.

**8.3** N/A



#### 8.4 N/A

8.5 Recipient agrees to comply with any additional reporting obligations established by Treasury, as it relates to this award.

**SECTION 9. RECORDS AND AUDITS.** Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The DNRC, the Montana legislative auditor, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

**SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING.** DNRC, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

**SECTION 11. EMPLOYMENT STATUS AND WORKER'S COMPENSATION.**

The project is for the benefit of the Subrecipient. DNRC is not an owner or general contractor for the project and DNRC does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the State of Montana or DNRC. The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to DNRC as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

**SECTION 12. EQUAL EMPLOYMENT.** In accordance with § 49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

**SECTION 13. DEFENSE, INDEMNITY, AND LIABILITY.** Subrecipient shall protect, defend, indemnify, and save harmless the State of Montana, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient,



or any act or omission of Subrecipient's officers, agents, employees, or subrecipients. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

**SECTION 14. COMPLIANCE WITH APPLICABLE LAWS.** All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

**14.1** It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the project or required to be obtained by the time of completion of the project to be eligible for reimbursement funds under this Agreement. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§ 85-2-302(1), MCA), Change in Appropriation Right Authorization (§ 85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

**14.2** Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required permits or authorizations issued by DNRC or other state, federal, or local agency will be approved. The DNRC may review any procurement solicitations that Subrecipient issues. The DNRC's review and comments will not constitute an approval of the solicitation. Regardless of the DNRC's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the DNRC identifies any deficiencies, then the Department shall communicate those deficiencies to the Subrecipient within seven business days.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 18-2-401 to -432, MCA).

**14.3** It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2.503 ARM); and provide all required information requested by the DNRC related to any required MEPA decision.

**14.4 Compliance with Applicable Federal Law and Regulations**

Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition



in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. part 180 and Treasury's implementing regulation at 31 C.F.R. part 19.

- v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- a. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
  - vi. the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 et seq.);
  - vii. the Uniform Federal Accessibility Standards (UFAS), as published by the United States Access Board;
  - viii. the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970;
  - ix. the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 CFR § 10.4);
  - x. the Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
  - xi. the Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
  - xii. the Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.),



as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

**SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.** Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the State of Montana will have a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for state government purposes.

**SECTION 16. ACKNOWLEDGMENT OF SUPPORT.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP1747 awarded to State of Montana by the U.S. Department of the Treasury."

**SECTION 17. CONFLICTS OF INTEREST.** Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. §200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**SECTION 18. REMEDIAL ACTIONS.** In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

**SECTION 19. HATCH ACT.** Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**SECTION 20. FALSE STATEMENTS.** Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT.**

**21.1** Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.

**21.2** Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

**SECTION 22. DISCLAIMER.**



**22.1** The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

**22.2** The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

### **SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.**

**23.1** In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

**23.2** The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.

**23.3** Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. DNRC may request from Subrecipient copies of the information it provides its employees.

**SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

### **SECTION 26. FAILURE TO COMPLY, BREACH, DEFAULT, REMEDIES.**

**26.1** If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives or orders from DNRC, DNRC may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the DNRC all unexpended funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the DNRC Conservation and Resource Development Division.

**26.2** The occurrence of any of the following events is a Subrecipient breach under this Agreement:

- i. failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
- ii. the Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or any Subrecipient breach/default specified in another section of this Agreement.

**26.3** Upon the occurrence of a breach, the DNRC shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.

However, if the DNRC determines that a public safety issue or an immediate public crisis exists, the DNRC will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the DNRC, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.

**26.4** If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the DNRC may exercise any or all the following remedies:

- i. pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
- ii. terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
- iii. suspend Subrecipient's performance; and
- iv. withhold applicable payment until the default is remedied.

**26.5** If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

**SECTION 27. ASSIGNMENT AND AMENDMENT.** This Agreement is not assignable. Amendment may be accomplished only by express written agreement of the parties. Amendments will be attached as an integral component of this Agreement.

**SECTION 28. MONTANA LAW AND VENUE.** Any action or judicial proceeding for enforcement of the terms of this Agreement shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the First Judicial District, Lewis and Clark County, Montana. Each party will bear their own costs and attorney's fees.

**SECTION 29. WAIVER.** A waiver of any particular provision of this Agreement by the DNRC shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the DNRC from insisting on strict compliance with this Agreement in other circumstances.

**SECTION 30. ENTIRE AGREEMENT.** These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.





## **Attachment A - Scope of Work Livingston Sewer Inflow and Infiltration Reduction**

### **Background**

The City of Livingston's wastewater collection system was originally constructed in 1922. Many of the original mains are still present within the system and have become cracked, broken, and deficient. These mains are contributing the high inflow and infiltration (I&I) seen throughout the system. The City has been replacing these aging mains as funds are available. In June 2020, an I&I study was completed and included TV inspection and manhole survey of select mains and manholes. The E. Lewis Street and Miles Street Transmission Mains were identified as the highest priority main repair and replacement to mitigate the City's elevated I&I.

The goal of this project is to provide reliable sanitary sewer service and quality wastewater treatment by replacing and repairing the City of Livingston's deficient transmission mains known to contribute elevated I&I volumes to the Water Reclamation Facility.

### **Scope of Work**

This project will replace and upsize existing sanitary sewer mains along the Miles Street Transmission Main employing pipe bursting technologies and repair mains along the E. Lewis Street Transmission Main using Cured in Place Plastic Pipe. Additionally, manholes where active I&I has been observed will be lined. DNRC ARPA Grant funds will reimburse eligible expenses for Preliminary Design, Equipment, and Construction.

Construction activities will include:

- Replacement of approximately 1,500 linear feet deficient mains along the Miles Street Transmission Main using pipe bursting technology (Base Bid).
- Repair of approximately 3,000 linear feet of deficient mains along the East Lewis Street Transmission Mains using Cured in Place Plastic Pipe (Base Bid: 1,400 linear feet; Bid Alt: 1,600 linear feet).
- Repair of 4 aging manholes (Base Bid).

All designs and installations will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies.

### **Schedule**

- Project Planning and Design Phase estimated to be completed by October 2024
- Project Bidding Phase estimated to be completed by February 2025
- Project Construction Phase estimated to be completed by November 2025





**Attachment B – Budget  
Livingston Sewer Inflow and Infiltration Reduction**

<b>Administration</b>	<b>ARPA Minimum Allocation Grant</b>	<b>City of Livingston Special Improvement District (SID)</b>	<b>Total</b>
Grant Management	\$0.00	\$6,274.00	<b>\$6,274.00</b>
Legal Costs	\$0.00	\$1,731.00	<b>\$1,731.00</b>
Audit Fees	\$0.00	\$2,500.00	<b>\$2,500.00</b>
<b>Construction Related Activity</b>			
Project Management	\$0.00	\$2,596.00	<b>\$2,596.00</b>
Preliminary Engineering Design	\$88,014.00	\$11,986.00	<b>\$100,000.00</b>
Final Engineering Design	\$0.00	\$232,841.00	<b>\$232,841.00</b>
Construction	\$1,135,031.50	\$131,675.50	<b>\$1,266,707.00</b>
Contingency	\$131,675.50	\$131,675.50	<b>\$263,351.00</b>
CERCLA (Superfund)	\$0.00	\$50,000.00	<b>\$50,000.00</b>
<b>Total Project Budget</b>	<b>\$1,354,721.00</b>	<b>\$571,279.00</b>	<b>\$1,926,000.00</b>

**Summary of Matching Funds**

<b>Funding Source</b>	<b>Amount</b>
City of Livingston Special Improvement District (SID)	\$571,279.00
<b>Total</b>	<b>\$571,279.00</b>

In Process

## **Attachment C Reporting and Reimbursement Requirements**

### **Progress Reports**

The Subrecipient will provide progress reports to DNRC during the term of this Agreement. Reports will provide status information for each project implementation task and identify the reporting period. Status information will include, at a minimum:

- Project activities during the reporting period;
- Costs incurred;
- Funds remaining;
- Anticipated activities during the next reporting period, and
- Expected changes in scope, schedule or budget.

The Subrecipient shall report on total project costs including those funded by the Subrecipient and other matching funds. Significant problems encountered shall be noted and necessary scope and time-line modifications requested.

The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. DNRC will not honor claims for reimbursement if DNRC has not approved the progress report or if there is a delinquent report. Reimbursement requests must:

- Include a State of Montana vendor invoice signed by an authorized agent.
- Be billed by the tasks identified in the project scope of work and budget.
- Be supported by backup documentation of contractor invoices, receipts, cancelled checks, or other documentation of costs.

Subrecipient invoices need to relate clearly to the scope of work and budget in this Agreement.

Projects with multiple funding sources need to submit a uniform status of funds spreadsheet (provided by DNRC) or other means of tracking and documenting match and the project budget.

### **Final Report**

The Subrecipient must submit one hard copy and one electronic copy (pdf) of the final report that meets the requirements of this [Attachment C](#) to DNRC upon project completion. Final disbursement of funds is contingent upon DNRC receipt and approval of a final report that meets these requirements. Final reports must be submitted to DNRC within 90 days of the Agreement termination date.

Final reports must include a signed Certificate of Compliance (included in this attachment) to DNRC upon project completion.

Projects that included construction must also submit a signed Engineer's Statement of Completion. DNRC may also request as-built drawings for construction projects, IF APPLICABLE TO PROJECT.

Photos or news articles (scanned or digital links) are strongly encouraged with Reports.

The Subrecipient is not required to use the suggested format in this Attachment but must include the information listed below. At a minimum, the final report must describe the purpose and location of the project, project tasks, changes to the scope, schedule or budget, how the project met stated goals and objectives, how the project benefited resources, and the current project status. Final reports will be made available to the public on the DNRC website.



## Final Report Requirements

### 1. Title Page:

- A. Subrecipient's name, address, and telephone numbers.
- B. DNRC Grant Agreement Number
- B. Name, address, and telephone of other contacts if primary contacts are not available.
- C. Funding: total project cost and amount of agreement
- D. State where copies of the report may be obtained (Subrecipient contact person name, address, phone number. An email address or website is acceptable).
- E. A list of supporting documents (for example, construction completion reports or other project deliverables, if applicable)

### 2. Introduction: Describe the project history, location and purpose. Provide a project location map.

### 3. Discussion and Results:

- A. Describe how project goals and tasks identified in the Agreement were completed:
  - Describe the planning process (for example: discuss project design, independent review, coordination with agencies, permits required and other activities).
  - Describe how each task listed in the scope of work was accomplished. Provide details on each task (for example: if trees were planted as an erosion control measure, state how many, the tree species, the age or size of the trees, and location of the plantings).
  - List the goals and/or objectives of the project as stated in the scope of work and briefly describe how they were met by the activities described in the tasks above. Discuss any differences between project goals and objectives and actual project results.
  - Provide an explanation for tasks that were not completed or any out-of-scope work.
  - Include a project map, data, and/or photos that document the project.
- B. Summarize any problems encountered and solutions adopted. What would you do differently?

### 4. Natural Resource and Public Benefits:

Describe the project's overall benefits. What are the anticipated and realized benefits to resources and to the local and regional area of the completed project? Were these benefits realized? If not, explain why.

### 5. Grant Agreement Administration & Project Costs:

- A. Work schedule: Compare the time allotted for project completion with actual schedule. Identify delays and discuss the reasons for delays.
- B. Budget: Include a table that summarizes how the monies were spent by budget category or task as described in Attachment B and funding source (i.e. DNRC, Sponsor, other State or federal agencies). Explain cost overruns or savings. Discuss unbudgeted expenses that arose over the course of the project.
- C. Match Funds: Identify all funds from other sources or in-kind services that were used to fund the project. If not all matching funds were spent provide a justification.

### 6. Project Completion and Certification

- A. Subrecipient's Certificate of Compliance (must be signed for all projects).
- B. As Built Drawings, if requested by the DNRC (construction projects only).
- C. Engineer's Statement of Final Completion (if applicable).
- D. Photos or news articles (scanned or digital links) are strongly encouraged with Final Reports.

### 7. Final Report submitted electronically (PDF)



## FINAL REPORT CERTIFICATE OF COMPLIANCE

Subrecipient: Livingston, City of

Project Name: Livingston Sewer Inflow and Infiltration Reduction

Grant Number: AM-23-0290

Grant Amount: \$1,354,721.00

I, the undersigned, being duly qualified, respectfully, of the Livingston, City of (Subrecipient Name), in \_\_\_\_\_  
\_\_\_\_\_ County, State of Montana, do hereby certify that the above-named project is in full  
compliance with all of the covenants and conditions set forth in the Agreement identified above between the \_\_\_\_  
\_\_\_\_\_ (Subrecipient Name) and the State of Montana, Department of Natural  
Resources and Conservation. I understand that any money remaining after the final payment will be returned to the  
appropriate accounts at DNRC.

In Process

\_\_\_\_\_  
Authorized Subrecipient Signature

\_\_\_\_\_  
Date

This form is available on the DNRC website:  
<http://dnrc.mt.gov/divisions/cardd/docs/resource-development/final-report-certificates.pdf>.

### STATEMENT OF COMPLETION

Subrecipient: Livingston, City of

Project Name: Livingston Sewer Inflow and Infiltration Reduction

Grant Number: AM-23-0290

Grant Amount: \$1,354,721.00

I, \_\_\_\_\_, (Project Engineer) a Registered Professional Engineer in the State of Montana, license number \_\_\_\_\_, do hereby state that the above-named project was completed according to the approved plans and specifications. I further state that the record ("as-built") drawings for this project are a true and accurate representation of the completed construction.

\_\_\_\_\_  
Name

\_\_\_\_\_  
P.E. Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

In Process

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
City, State Zip of Firm

Please consult the DNRC Liaison to verify if this form is required for your project.

This form is available on the DNRC website:  
<http://dnrc.mt.gov/divisions/cardd/docs/resource-development/final-report-certificates.pdf>

**Attachment D****ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

OMB Approved No. 1505-  
0271 Expiration Date:  
11/30/2021

**ASSURANCE OF COMPLIANCE WITH TITLE  
VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Subrecipient's programs, services and activities, so long as any portion of the Subrecipient's program(s) is federally assisted in the manner proscribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and



agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Subrecipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If the Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Subrecipient is in compliance with the aforementioned nondiscrimination requirements.

Livingston, City of  
Subrecipient

Date

Signature of Authorized Official

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

In Process

**Certificate Of Completion**

Envelope Id: E0543D148D45422FA768190AF2D2B74B	Status: Sent
Subject: Complete with DocuSign: Livingston_AM-23-0290.pdf	
Source Envelope:	
Document Pages: 23	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Amy Personette
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1539 11th Avenue
	Helena, MT 59601
	apersonette@mt.gov
	IP Address: 161.7.44.61

**Record Tracking**

Status: Original	Holder: Amy Personette	Location: DocuSign
12/8/2023 3:20:04 PM	apersonette@mt.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Montana Dept of Natural Resources & Conservation	Location: DocuSign

**Signer Events**

Signature	Timestamp
Grant Gager	Sent: 12/8/2023 3:21:55 PM
ggager@livingstonmontana.org	Viewed: 12/12/2023 12:29:40 PM
City Manager	
Security Level: Email, Account Authentication (None)	

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/12/2023 12:29:40 PM  
 ID: 4630a23e-1e72-4ab3-9839-9915fde32404

Amanda Kaster  
 amanda.kaster@mt.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events**

**Editor Delivery Events**

**Agent Delivery Events**

**Intermediary Delivery Events**

**Certified Delivery Events**

**Carbon Copy Events**

Grant Gager  
 ggager@livingstonmontana.org  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Accepted: 12/12/2023 12:29:40 PM  
 ID: 4630a23e-1e72-4ab3-9839-9915fde32404

Carbon Copy Events	Status	Timestamp
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Cid Sivils  
Cid.Sivils@mt.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

DNR HQT FSO AP  
DNRHQTFSOAP@MT.GOV  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/8/2023 3:21:55 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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In Process

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Montana Dept of Natural Resources & Conservation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Montana Dept of Natural Resources & Conservation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kgermaine@mt.gov](mailto:kgermaine@mt.gov)

**To advise Montana Dept of Natural Resources & Conservation of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [kgermaine@mt.gov](mailto:kgermaine@mt.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Montana Dept of Natural Resources & Conservation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [kgermaine@mt.gov](mailto:kgermaine@mt.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Montana Dept of Natural Resources & Conservation**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [kgermaine@mt.gov](mailto:kgermaine@mt.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Montana Dept of Natural Resources & Conservation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Montana Dept of Natural Resources & Conservation during the course of your relationship with Montana Dept of Natural Resources & Conservation.

OFFICE OF THE GOVERNOR  
STATE OF MONTANA

159

GREG GIANFORTE  
GOVERNOR



KRISTEN JURAS  
LT. GOVERNOR

January 30, 2023

Melissa Nootz, Chair  
Livingston City Commission  
City of Livingston  
220 E Park Street  
Livingston, MT 59047

RE: Notice of ARPA Water & Sewer Grant Award

Dear Chair Nootz:

On behalf of the State of Montana, it is my pleasure to notify you that the City of Livingston has been conditionally approved for an ARPA Water & Sewer Minimum Allocation Grant award in the amount of \$1,354,721 for the Livingston - Sewer I&I Reduction Project.

Montana is leading the nation in making critical water and sewer infrastructure investments, with more water and sewer infrastructure needs of our local communities, allowing them to prepare for long-term growth and take action to address immediate community needs. I appreciate the planning and dedication that your community has taken to advance this critical project, so that all Montana communities and families may thrive.

Please note that pursuant to section 28 of HB 632, if a local government awardee or any of its authorized agents have health regulations related to COVID-19 that are more strict than those imposed by the state in effect at the time a grant is awarded, the grant will be reduced by 20 percent. In your application, you were required to certify whether relevant regulations were in effect. Please update the Department of Natural Resources and Conservation (DNRC), in writing, if that has changed between the date you submitted your application and the date of this award letter.

Staff at the Montana Department of Natural Resources and Conservation (DNRC) will contact City of Livingston directly with more information in the upcoming weeks. In the meantime, if you have any questions, please contact Shawna Swanz, the ARPA Grant Manager at the DNRC, at (406) 444-5467 or [shawna.swanz@mt.gov](mailto:shawna.swanz@mt.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Gianforte".

GREG GIANFORTE  
Governor

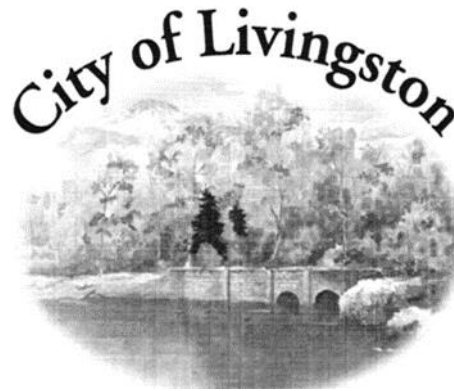
**File Attachments for Item:**

**C. AGREEMENT 20054 WITH TD&H FOR PROJECT ENGINEERING**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 12/19/2023  
To: Chair Nootz and City Commissioners  
From: Shannon Holmes, Public Works Director

### **Staff Report for Agreement 20054**

#### **Recommendation and Summary**

Staff is recommending the Commission Approve Agreement 20054 with TD&H Engineering to provide Engineering Services for the Inflow and Infiltration Sewer Project and to include the use of contingency funds as deemed necessary by adopting the following motion:

**“I move to approve Agreement 20054 with TD&H and authorize the City Manager to sign.”**

The reasons for the recommendation are as follows:

- TD&H is the City’s term contracted civil engineering firm.
- Montana Department of Environmental Quality requires a professional engineer to design municipal utility rehabilitation projects.

#### **Introduction and History**

This project was identified as a priority project in the 2020 Inflow and Infiltration Study. This project is being funded by ARPA and City matching funds. The total construction cost is budgeted for \$1,926,000 of which \$571,000 is committed from the City. Through flow data review, TV inspections, site visits and conversations with City staff, TD&H was able to identify that Inflow and Infiltration predominantly occurs in portions of the collection system located in the south and east part of town. This project will eliminate Inflow and Infiltration in the sewer main in Lewis Street, KPRK area and south of C&P Packing. This is a standard agreement that we execute for every capital improvement project within the City.

#### **Analysis**

This Professional Services Agreement applies to the Engineering Services of the Inflow and Infiltration Sewer Project that will decrease groundwater infiltration in the sewer collection system and decrease the seasonal flow into the Water Reclamation Facility during high flows of the Yellowstone River. Ultimately, this project will increase the hydraulic capacity for development growth in the City by reducing the treatment of groundwater from infiltration. The contract amount for this project is \$162,000 based on the proposal provided from TD&H. This agreement represents 8 percent of the construction amount, which is below industry standards.

#### **Fiscal Impact**

The fiscal impact of this contract is included in the Sewer Fund budget.

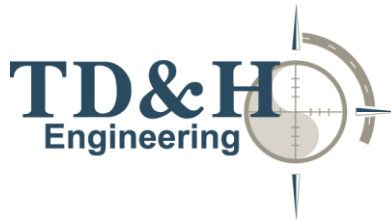
**Strategic Alignment**

This project satisfies Growth Policy strategy 9.1.2.5: Coordinate sanitary sewer replacement and wastewater system expansion with increase growth. Strategy 9.1.2.6 Promote water conservation and strategy 9.1.4.1: Review existing funding sources and tools to ensure availability for improvement of existing and development of new community assets.

**Attachments**

- Attachment A: TD&H Cover Letter and Proposal for Engineering Services for Inflow and Infiltration Sewer Project
- Attachment B: Professional Services Agreement

234 East Babcock Street  
Suite 3  
Bozeman, MT 59715



406.586.0277  
tdhengineering.com

November 8, 2023

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

**RE: PROPOSAL TO PROVIDE ENGINEERING SERVICES FOR THE INFLOW & INFILTRATION PROJECT. LIVINGSTON, MONTANA**

Dear Shannon,

Thank you for the opportunity to present this proposal to provide engineering services for the project referenced above. We have been working with the City on this study and coordinating with ARPA to designate the Minimum Allocation Grant funds towards this project. We anticipate realizing efficiency in design, bidding and construction based on previous years' project experience in Livingston. The benefit of our working relationship is directly reflected in the costs for services. Our proposed services are outlined in Exhibit A - Scope and Fee Description.

TD&H proposes to complete the tasks identified in the Scope of Work on a time and materials (T&M) basis. The task-based services fee structure for this project is appropriate based on the nature and scope of this time sensitive project. The T&M strategy accounts for varying levels of participation with the multiple agencies involved (ARPA, DEQ & MRL) during the process and realizing efficiencies and deductive scoping during design.

**Our estimated fee to complete the services identified in Exhibit A is \$162,000 (hourly).** This fee is detailed in the following scope document and appropriate based on the conceptual cost estimate for this project.

At this time, our fee proposal excludes providing additional services outside of those specifically noted on Exhibit A. We have not included any involvement during construction (construction staking, inspection, testing, submittal reviews, construction RFI responses, etc.). We have the capability of performing all the construction administration services and can provide you with a separate proposal outlining our fee to complete the needed tasks at your request.

## ACCEPTANCE

If you wish to modify this scope of work, please contact us at your earliest convenience to discuss how we can best meet your needs. If you find this proposal acceptable, please notify us in writing and we can begin to schedule the work. We would be happy to execute a general services agreement for the design of this project as well.

Thank you for the opportunity to submit this proposal. We appreciate your confidence in our firm, and we look forward to working with you on this project.

Sincerely,



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

O:\Proposals\Livingston\I&I\Design\City of LIVINGSTON I&I DESIGN PROPOSAL LETTER.DOC



## **SCOPE OF SERVICES**

### **1. CIVIL SCOPE OF SERVICE**

#### **A. City of Livingston I&I Sewer Improvements**

We understand that our scope of work includes topographical survey, CAD design work to create construction plans, preparation of technical specifications, submitting design to DEQ for approval, CECRA site coordination with DEQ and bidding services for repair and replacement of deficient transmission mains. We have recently completed the I&I Study as well as an amendment to the Wastewater Collection System PER. The study was completed to analyze the collection system and identify priorities for sewer main and manhole repair and replacement. TD&H has worked with the City over the 2023 summer to determine the scope of the I&I project based on multiple factors. We understand the limits of this project and we have attached the conceptual map for reference.

The project will replace and upsize existing sanitary sewer mains along the Miles Street transmission main employing pipe bursting technologies and repair sewer mains along the East Lewis Street transmission main using Cured in Place Plastic Pipe (CIPP). Additionally, manholes in the project area will also be lined to repair cracking.

This sewer main improvement project is identified in the 2021 Amendment to Livingston Collection System PER as Alternatives 3 & 6.

#### **B. Civil Project Documents**

Our project documents scope of work includes plans, specifications and a design report addressing sewer improvements.

##### **1. Topographic Survey**

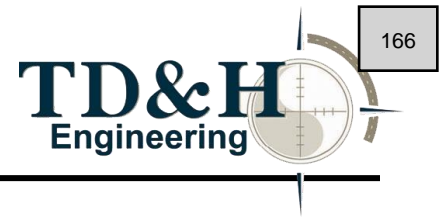
TD&H will survey the project extents. A portion of the project is within the Montana Rail Link property. We will coordinate with the City and third-party property owners during the field work. There is a significant amount of survey work remaining on this project to define property boundaries and complete topographic survey to facilitate the sewer repair and replacement design. We will also include property research that can serve as the foundation for a Site Title Opinion.

##### **2. Engineering**

TD&H will design the sewer improvements for the locations identified in the ARPA application and shown on the attached conceptual map including bid alternates. At this time, material quantities are estimated due to not having topographic survey information for the entire project limits. Components of design include:

# **EXHIBIT A - SCOPE AND FEE DESCRIPTION**

City of Livingston I&I Project  
November 2023



- Construction Drawings - Design Approximately 4,500 LF of Sewer Main Improvements and repair of 4 manholes.
- Design Report & DEQ Submittal (assuming review fees are waived since we are using ARPA funds).
- Prepare Specifications and Bid Documents.
- Prepare DEQ Work Plan for all construction activities within CECRA boundary
- Engineer's Estimate of Probable Construction Costs.
- Support the City with coordination with agencies and railroad.
- Wetland Delineation near railroad tracks, if necessary.
- Geotechnical investigation for pipe bursting, if necessary.
- Public meetings during design to remain transparent and communicate the project to residents.

### 3. Agency Coordination

Meetings and coordination with ARPA, DEQ, Montana Rail Link, and private property owners will be ongoing during design and bidding for this project to maintain communication and meet funding and agency requirements. We have included some time in our scope to support the City with agency coordination/grant administration for this phase of the project but we assume the City will lead the funding effort.

TD&H did support the City with the ARPA application for this project. The City has initiated the contract with ARPA to use the Minimum Allocation Grant with local match for this project.

### 4. Project Bidding

After receiving DEQ approval, TD&H will finish preparing bidding documents, lead a pre-bid meeting, field bidding questions and issue addenda as necessary, and facilitate the bid opening. TD&H will then review the bids for conformance with the specifications and make a formal recommendation for award of the contract.

### Assumptions and Exclusions

- We do not anticipate other utility improvements design (e.g. improvements to storm drainage or streets adjacent to the project site).
- We understand that the City intends to have the design completed this spring including DEQ approval in anticipation of a spring bid advertisement period. The schedule and budget assume we will be allowed to complete a certified checklist for the sewer improvements and that the City will provide a capacity letter for any future service.

# **EXHIBIT A - SCOPE AND FEE DESCRIPTION**

**City of Livingston I&I Project  
November 2023**



- We have not included construction staking, materials testing, or construction inspection. We can perform these services and can provide a scope and fee estimate once the project is finalized and the construction schedule is known.
- Based on preliminary sewer main alignments, we do not anticipate the need for easement work during this project.
- Private sewer service connections are not in the scope of this design. TD&H will design the sewer service connections at the main as necessary.

## **SCHEDULE AND FEE**

### **1. CIVIL SCHEDULE**

Based on our current schedule, we expect to begin work on this project immediately or when the weather is cooperative for a topographic survey. The design schedule will be coordinated with the City upon approval of this proposal, and it is anticipated that it will align with ARPA schedule expectations.

TD&H proposes to complete the above tasks on a time and materials basis. The task-based services fee structure is appropriate based on the nature and scope of this time sensitive project. The design and specifications will meet standards for utility contractors and requirements for DEQ approval.

The current total project cost is estimated at \$1,926,000, which is included in the attached Conceptual Project Cost Estimate. Generally, engineering design services account for approximately 10% of the total project cost. However, given the scale and scope of this project in combination with the completed I&I Study work, TD&H is comfortable with the design fee being reduced to 8% of the total project. Based on our local knowledge and familiarity with this project, we feel it is reasonable to anticipate some significant efficiencies during design to save the City money. The anticipated environmental work plan and associated regulations and coordination with CECRA will be a challenge in the project that we have accounted for in this estimate.

<b>Schedule of Hourly Fees</b>		
<b>Task #</b>	<b>Description</b>	<b>Fee</b>
1	Topographic Survey	\$15,000
2	Engineering	\$89,000
3	Agency Coordination	\$30,000
4	Project Bidding	\$20,000
	<b>Subtotal</b>	<b>\$154,000</b>
	<b>5% Contingency</b>	<b>\$8,000</b>
	<b>TOTAL</b>	<b>\$162,000</b>

**ATTACHMENTS:    Conceptual I&I Project Map  
                          Conceptual I&I Project Cost Estimate**







ARPA BUCKET B COST ESTIMATE				
Construction Cost Estimate				
Description	Quantity	Units	Unit Costs	Total Costs
Mobilization (5%)				\$60,319
Traffic Control	1	LS	\$10,000	\$10,000
21-inch CIPP	1,450	LF	\$225	\$326,250
24-inch CIPP	1,800	LF	\$295	\$531,000
12-inch HDPE (Pipe Bursting)	800	LF	\$200	\$160,000
Spot Repair (Miles Street)	1	EA	\$10,000	\$10,000
Connect Service Connections	14	EA	\$2,500	\$35,000
Repair 48" Manholes	4	EA	\$2,675	\$10,700
Connect to Existing Sanitary Sewer	2	EA	\$1,900	\$3,800
Surface Restoration	300	SY	\$115	\$34,500
Layout and Construction Staking	1	LS	\$10,000	\$10,000
Temporary Service and Bypass Pumping	1	LS	\$40,000	\$40,000
Cleanup	3%	LS		\$35,137.50
<b>Subtotal</b>				<b>\$1,266,707</b>
CERCA Requirements	1	LS	\$75,000	\$50,000
<b>Contingency (20%)</b>				<b>\$263,341</b>
<b>Engineering, Administrative, Legal (25%)</b>				<b>\$395,012</b>
<b>Total Construction Cost (rounded to the nearest \$1,000)</b>				<b>\$1,926,000</b>



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# City of Livingston

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WASTEWATER  
COLLECTION SYSTEM:  
INFLOW AND  
INFILTRATION  
REDUCTION PROJECT

DECEMBER 2023



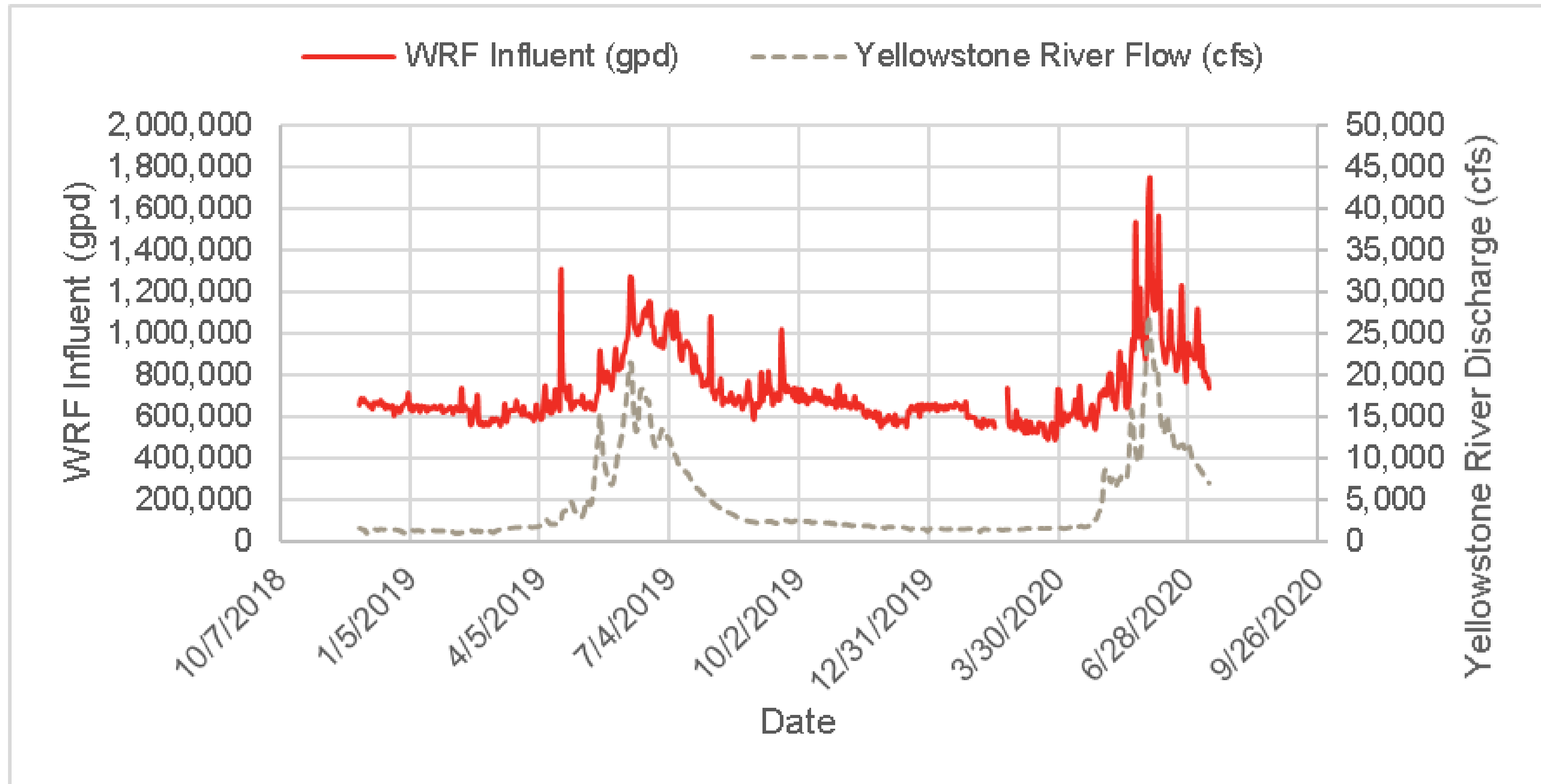


# OVERVIEW

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

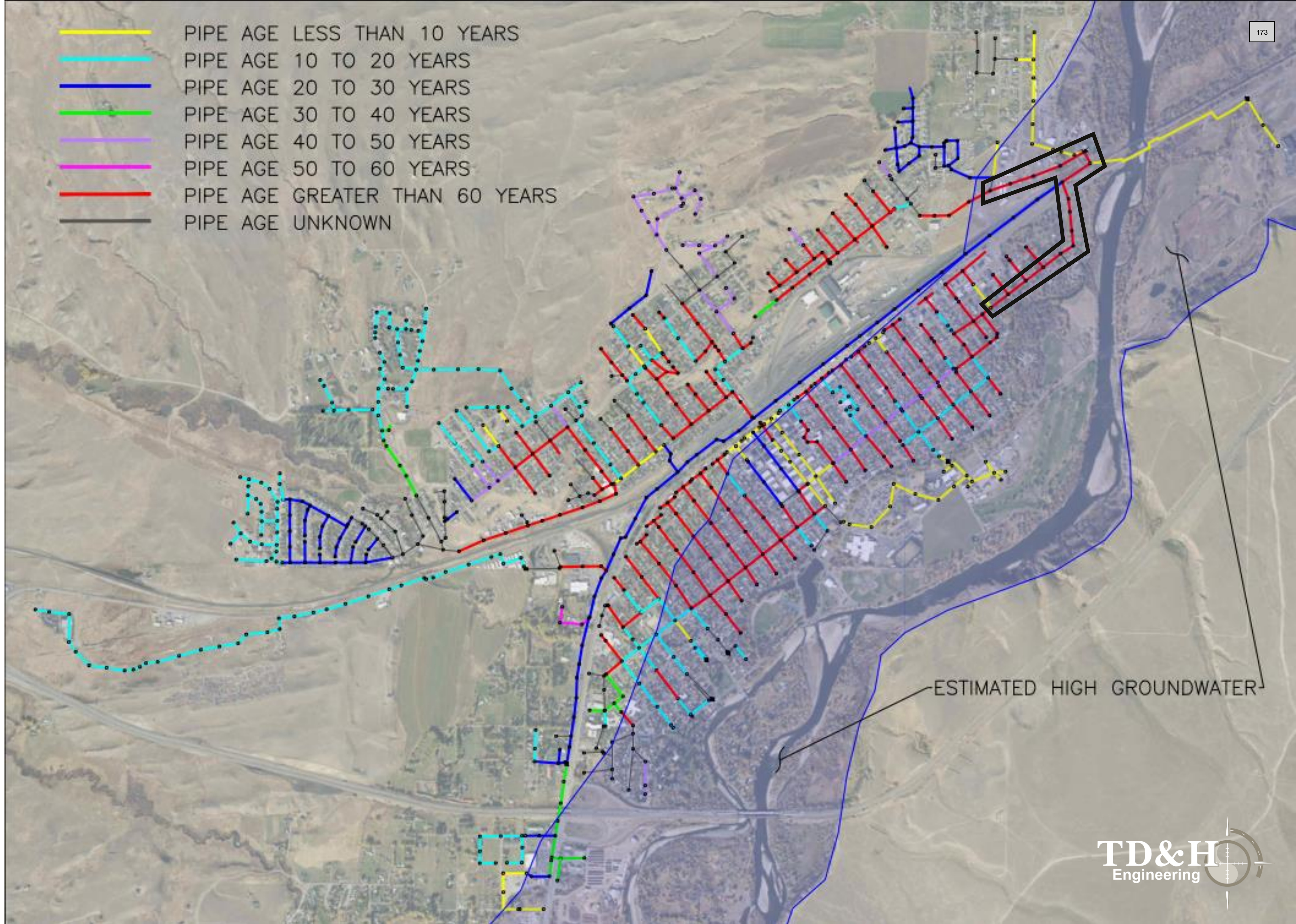
# WATER RECLAMATION FACILITY FLOW DATA





# PIPE AGE

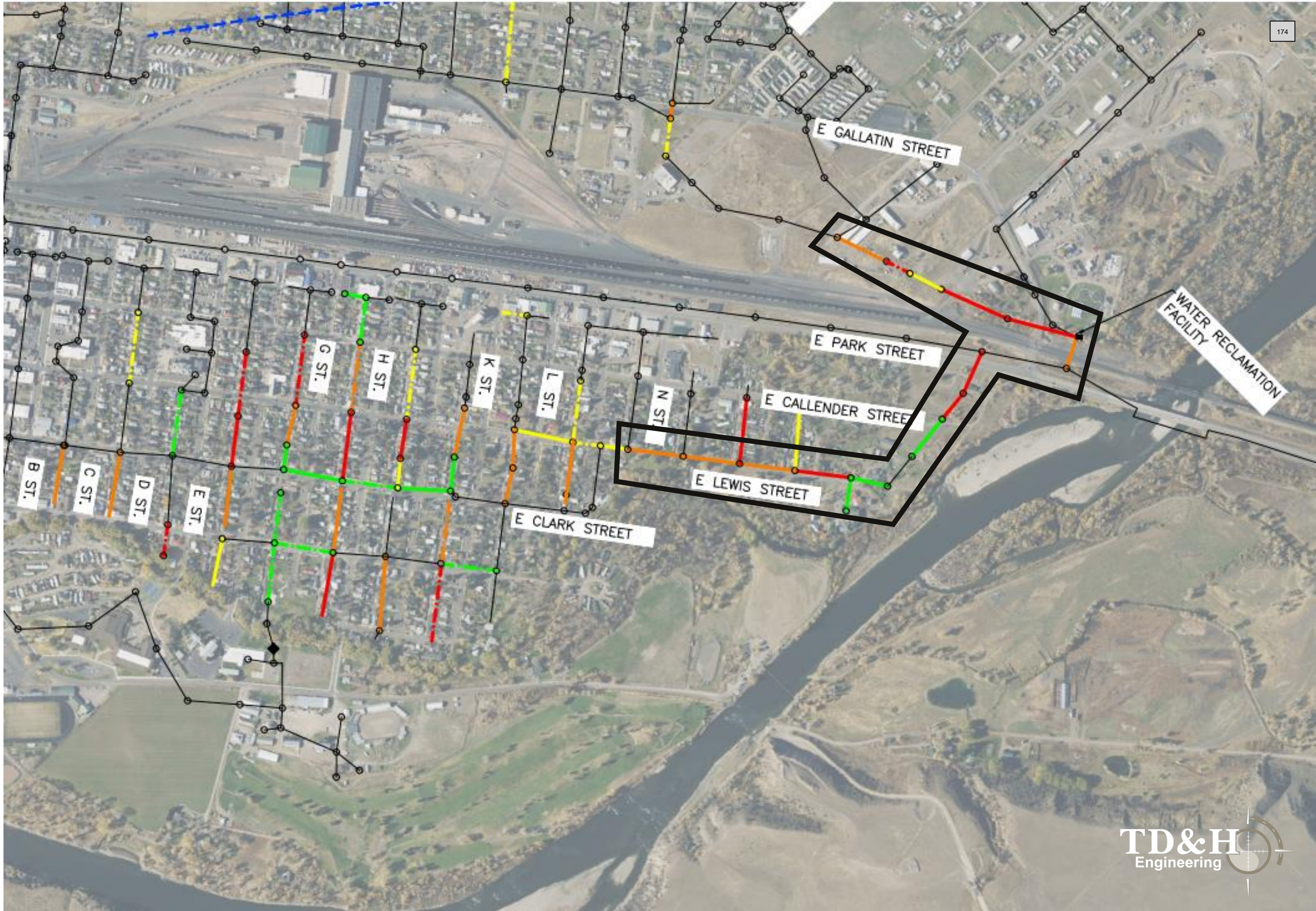
- PIPE AGE LESS THAN 10 YEARS
- PIPE AGE 10 TO 20 YEARS
- PIPE AGE 20 TO 30 YEARS
- PIPE AGE 30 TO 40 YEARS
- PIPE AGE 40 TO 50 YEARS
- PIPE AGE 50 TO 60 YEARS
- PIPE AGE GREATER THAN 60 YEARS
- PIPE AGE UNKNOWN



ESTIMATED HIGH GROUNDWATER



# TV INSPECTION RESULTS EAST





# LEWIS STREET SEWER REPAIR

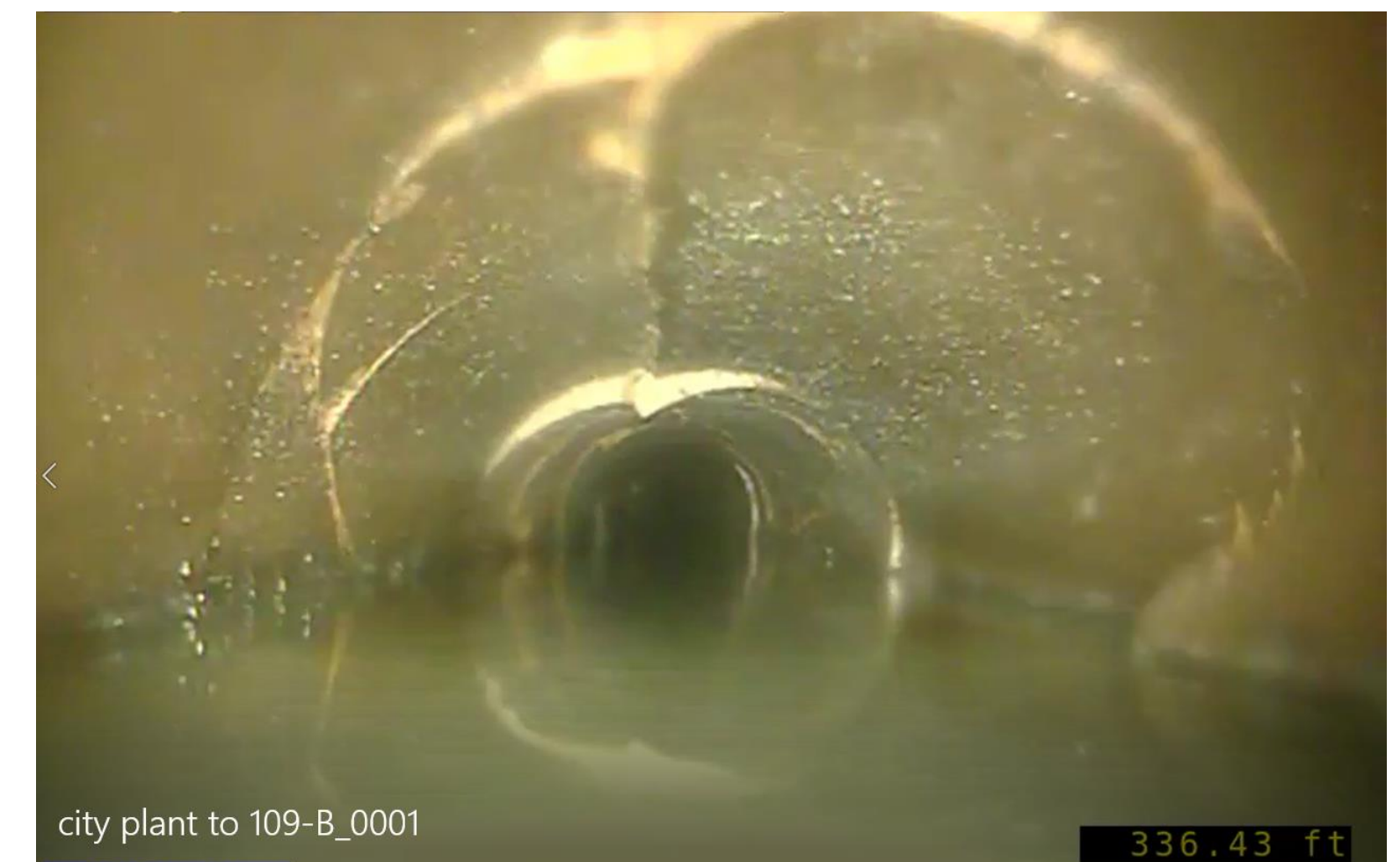
- **Purpose:** Repair existing 21-inch and 24-inch trunk main with CIPP
- **Location:** E. Lewis Street, from M/N Alley to WRF
- **Additional considerations:** Railroad crossing, Superfund (CERCA) Site,



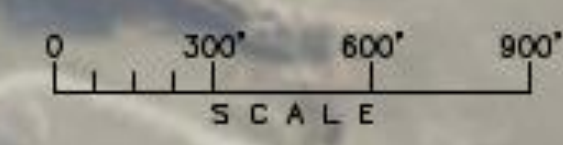
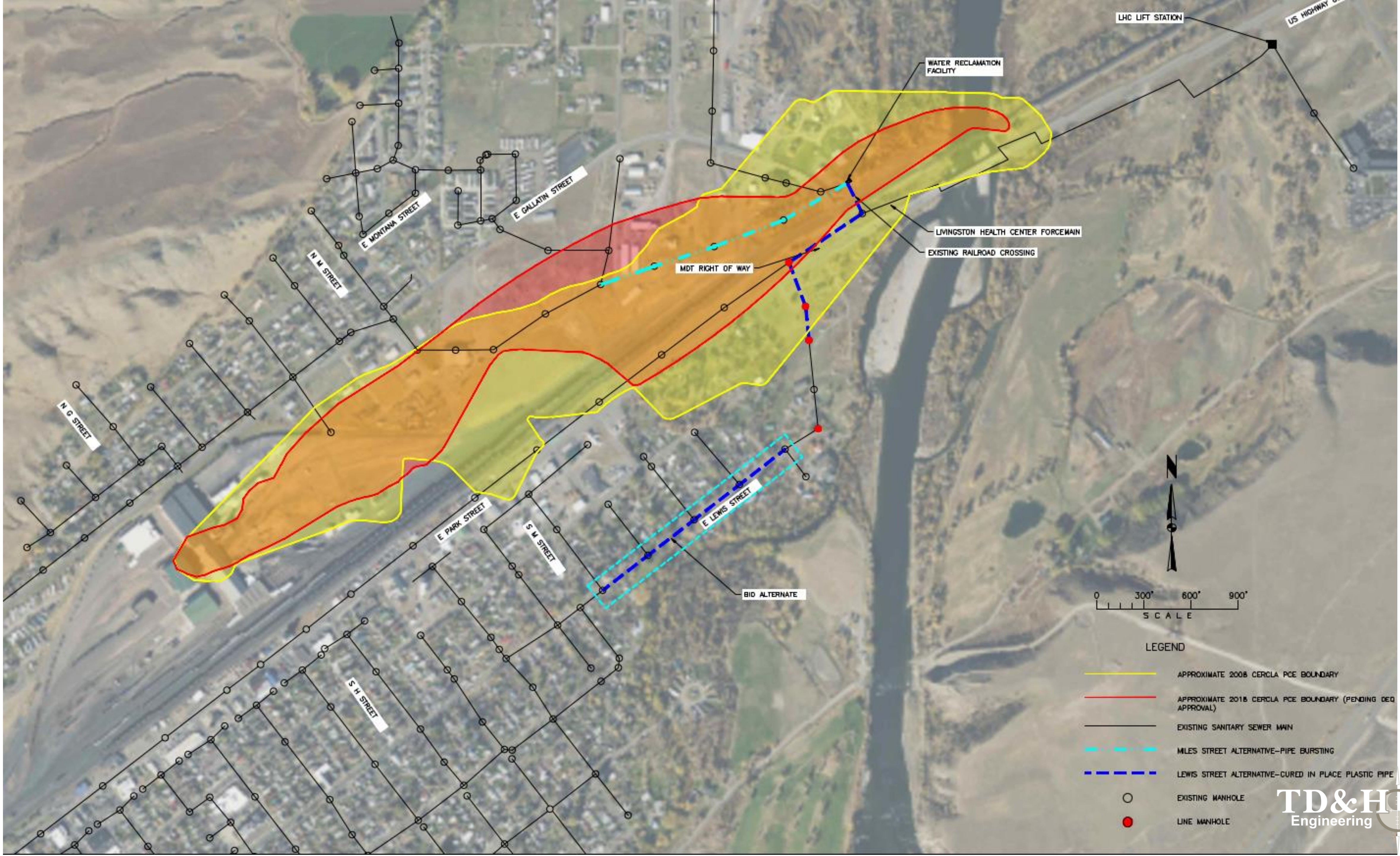


# MILES STREET SEWER REPAIR

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







LEGEND

- APPROXIMATE 2008 CERCLA PCE BOUNDARY
- APPROXIMATE 2015 CERCLA PCE BOUNDARY (PENDING DEC APPROVAL)
- EXISTING SANITARY SEWER MAIN
- - - MILES STREET ALTERNATIVE-PIPE BURSTING
- - - LEWIS STREET ALTERNATIVE-CURED IN PLACE PLASTIC PIPE
- EXISTING MANHOLE
- LINE MANHOLE



# PROJECT BUDGET

<i>Administration</i>	<i>ARPA Minimum Allocation Grant</i>	<i>Local Contributions</i>	<i>Total</i>
Grant Management		\$6,274.00	<b>\$6,274.00</b>
Legal Costs		\$1,731.00	<b>\$1,731.00</b>
Audit Fees		\$2,500.00	<b>\$2,500.00</b>
<b>Total Administration</b>	<b>\$0.00</b>	<b>\$10,505.00</b>	<b>\$10,505.00</b>
<b>Construction Related Activity</b>			
Project Management		\$2,596.00	<b>\$2,596.00</b>
Equipment			<b>\$0.00</b>
Preliminary Engineering Design	\$88,014.00	\$11,986.00	<b>\$100,000.00</b>
Final Engineering Design		\$232,841.00	<b>\$232,841.00</b>
Construction	\$1,266,707.00		<b>\$1,266,707.00</b>
Contingency (Required)		\$263,351.00	<b>\$263,351.00</b>
Other (Specify)		\$50,000.00	<b>\$50,000.00</b>
<b>Total Activity</b>	<b>\$1,354,721.00</b>	<b>\$560,774.00</b>	<b>\$1,915,495.00</b>
<b>Total Project Budget</b>	<b>\$1,354,721.00</b>	<b>\$571,279.00</b>	<b>\$1,926,000.00</b>

## Preliminary Construction Cost Estimate

### Base Bid-\$991,000

- 1,400 LF CIPP on Lewis Street
- 1,500 LF Pipe Bursting on Miles Street Main
  - Repair 4 manholes
  - CERLCA Compliance

### Bid Alternate-\$547,000

- 1,600 LF CIPP on Lewis Street
  - CECRA Compliance



# PROJECT SCHEDULE

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- Preliminary Design Document Completed: July 2024
- Final Design Submitted to DEQ for Approval: September 2024
- DEQ Approval: November 2024
- Project Bidding: January to February 2025
- Construction Start: April 2025
- Construction Complete: October 2025
- Project Closeout: November 2025



# QUESTIONS?

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**PROFESSIONAL SERVICES AGREEMENT 20054**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 330 Bennett Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and THOMAS, DEAN & HOSKINS, INC., a Montana corporation with its principal office located at 1800 River Drive North, Great Falls, Montana 59401 (hereinafter referred to as the “Engineer”; and together with the City, the “Parties”).

**RECITALS:**

- A. The City desires to complete the project commonly known as the Inflow and Infiltration Sewer Project (the “Project”), which Project requires certain Survey, Engineering Design and Agency Coordination services to be performed in connection therewith.
- B. The City has selected a contractor to perform the construction work for the Project, and the City now desires to engage Engineer to perform professional engineering services in the form of Engineering Design and Project bidding Services .
- C. The Engineer is engaged in the business of professional engineering, independent of the City, and has the pesrnnel, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform engineering design for the Project and is ready, willing and able to undertake and perform the same under the terms and conditions contained in this Agreement.

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

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. PURPOSE AND SCOPE OF SERVICES. City agrees to retain Engineer to perform all services and comply with all obligations specified or indicated in Exhibit A, which is attached hereto and incorporated herein as if fully set forth in this Paragraph 2, and as set forth and described in the Standard General Conditions of the General Services Agreement the City entered into, or will enter into, with the general contractor for the

Project (the services described in this Paragraph 2 shall be collectively referred to hereinafter as the “Services”).

3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Engineer agrees that all hiring will be on the basis of merit and qualifications and that the Engineer will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
  
4. NATURE OF RELATIONSHIP.
  - a. The Engineer states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Engineer shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Engineer has been and will continue to be free from the control or direction of the City in the performance of this Agreement.
  
  - b. Engineer shall not be considered an employee of the City for purposes of tax, retirement system, or social security, FICA withholding, or for any other purpose. Engineers are not subject to the terms and provisions of the City’s personnel policies and may not be considered a City employee for workers’ compensation or any other purpose.
  
  - c. The Engineer shall not be deemed, by virtue of this Agreement, nor the performance thereof, to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
  
  - d. The Engineer, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.
  
  - e. Engineer shall furnish all labor, materials, supplies and incidentals necessary to conduct and complete the Services.

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

knowledge, inspection and judgment, and not upon any representations or warranties made by the City, or its officers, employees, or agents.

6. PAYMENT.

- a. For the satisfactory completion of the Services, the City will pay the Engineer a sum not to exceed One Hundred Fifty-Four Thousand and 00/100 Dollars (\$154,000.00); provided, however, the Parties may agree to additional compensation in an amount not to exceed Eight Thousand and 00/100 Dollars (\$8,000.00) in the event presently unforeseen circumstances require Engineer to provide additional services or spend additional time on items not contemplated by this Agreement. Each specific service the Engineer provides under this Agreement, and the maximum amount the City will pay the Engineer for each, is set forth in Exhibit A.
- b. The Engineer may submit monthly requests for payment based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed.
- c. In connection with obtaining payment under this Agreement, Engineer agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Engineer assumes responsibility for the late filing of a claim.
- d. In the event the Engineer seeks payment or compensation for work, materials, or services not included in this Agreement, and the exhibits hereto, the Engineer must seek prior written authorization from the City before such expenditure is incurred. If the Engineer fails to obtain prior written authorization, the Engineer shall not be entitled to payment for the unauthorized work, materials or services.

7. TERMINATION OF THIS AGREEMENT. The City reserves the right to terminate this Agreement for any and all causes, or for its convenience, at any time upon fifteen (15) days written notice to the Engineer. If termination is effected by the City for default, an equitable adjustment in the fee shall be made, but no amount shall be allowed for anticipated profit or unperformed services. If termination is effected by the City for reasons of convenience, an equitable adjustment in the fee shall be made, including



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

8. OWNERSHIP AND PUBLICATION OF MATERIALS. All documents, design drawings, data, specifications, reports, estimates, and such other information and material accumulated or prepared as a result of this Agreement are the property of the City, and the City shall have exclusive and unrestricted authority to release, publish, or otherwise use, in whole or in part, information relating thereto. Any use without written verification or adaptation by the Engineer for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Engineer.
  
9. INDEMNIFICATION AND HOLD HARMLESS. The Engineer waives any and all claims and recourse against the City, its officers, agents or employees, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the Engineer's performance of this Agreement, except for liability arising out of concurrent or sole negligence of the City or its officers, agents or employees. Further, the Engineer will indemnify, hold harmless, and defend the City, its officers, employees and agents against any and all claims, demands, damages, costs, expenses or liability arising out of the Engineer's performance of this Agreement, except for liability arising out of the concurrent or sole negligence of the City or its officers, agents or employees.
  
10. INSURANCE. The Engineer will carry a general liability insurance and professional errors and omissions insurance during the term of this Agreement in an amount of not less than One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) per occurrence, and Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) per claim. Copies of certificates of insurance, suitable to the City, shall be filed with the City and are attached hereto and incorporated herein as Exhibit C. The engineer shall make the City an additional, named insured on its policy for this project, and will provide proof thereof prior to providing services under this agreement. Engineer shall also maintain workers' compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.

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

18. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
  
19. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of a third party. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the Engineer from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.
  
20. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
  
21. LIAISON. The designated liaisons with the City are Shannon Holmes and Martha O'Rourke, both of whom can be reached at (406) 222-5667. The Engineer's liaison is Matt McGee, who can be reached at (406) 586-0277.
  
22. ATTORNEY FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.
  
23. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

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

**CITY OF LIVINGSTON**

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

\_\_\_\_\_  
**Grant Gager**

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

**[ Exhibit A ]**

**[ Scope of Services ]**



[ **Exhibit B** ]

[ **Work Comp Insurance** ]

[ Exhibit C ]

[ Other Certificates of Insurance ]

**File Attachments for Item:**

**D. PUBLIC HEARING FOR HB 355 STATE-LOCAL INFRASTRUCTURE PARTNERSHIP PROGRAM**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 12/19/2023  
To: Chair Nootz and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Public Hearing for State Local Infrastructure Partnership Act Projects**

**Recommendation and Summary**

Staff is recommending the Commission conduct a public hearing to solicit community input on possible projects that may be funded by the State Local Infrastructure Partnership Act (HB 355). As this is a to conduct a public hearing soliciting project concepts, no motion is necessary.

The reasons for the public hearing are as follows:

- The Montana Department of Commerce is conducting an application round for projects.
- The Department has promulgated certain advice to possible applicants on best practices and requires a public hearing with the community.

**Introduction and History**

The State Local Infrastructure Partnership Act was created by Montana HB 355 to fund grants to cities to deliver infrastructure projects. Grants totaling \$20 million will be made to cities based on their population. The City of Livingston is expected to be awarded \$583,626 and will be required to find a 25% local match.

**Analysis**

The attached guidance from the Department of Commerce outlines eligible projects. City staff has identified several projects as noted on Attachment B. The public is invited to provide feedback on the identified list and also to offer suggestions for consideration of the Commission and staff.

**Fiscal Impact**

There is no fiscal impact arising from the conduct of a public hearing.

**Strategic Alignment**

Understanding community needs aligns with the City’s goal to implement community priorities.

**Attachments**

- Attachment A: HB 355 Guidelines
- Attachment B: Preliminary Project List



## [HB 355](#)

# The State-Local Infrastructure Partnership Act of 2023 (“SLIPA”)

## Application and Guidelines

Incorporated Cities and Towns must: (i) solicit and accept applications for eligible projects by **December 31, 2023**; and (ii) make reasonable efforts to submit completed applications to the Department of Commerce by **March 30, 2024**.

Becky Anseth  
[banseth@mt.gov](mailto:banseth@mt.gov)  
406-841-2865

Community MT  
301 S. Park  
Helena, MT 59601

Galen Steffens  
[Galen.steffens@mt.gov](mailto:Galen.steffens@mt.gov)  
406-841-2784



## The State-Local Infrastructure Partnership Act of 2023 (HB 355) Guidelines

In 2023, the Montana Legislature passed the State-Local Infrastructure Partnership Act of 2023 (“SLIPA”). For the biennium beginning July 1, 2023, there is appropriated \$20 million from the general fund to the Montana Department of Commerce (“Commerce”) to distribute as grants to incorporated cities and towns for eligible local government infrastructure projects that fully comply with HB 355.

Commerce has adopted these Guidelines to provide additional information to eligible incorporated cities and towns. To the extent these Guidelines conflict with HB 355, the terms of HB 355 control.

### Purpose

The purpose of SLIPA is to fund the maintenance and repair of existing local government facilities on a partnership basis with the local government supplying a cash match.

### Eligibility

Eligible entities as defined by SLIPA are limited to incorporated cities and towns.

### Eligible Projects

Eligible entities may use allocated SLIPA funds to maintain or repair existing local government infrastructure, including:

- drinking water systems;
- wastewater treatment systems;
- fire suppression systems if independent of the drinking water systems,
- streets;
- roads;
- bridges;
- landfills;
- street lights;
- airports; and
- public grounds and buildings.

Allocated funds also may be used to expand existing water and wastewater treatment plants that are being operated at 90% of design capacity or greater.

Priority is given to projects that maintain or repair existing publicly owned drinking water systems, publicly owned wastewater treatment systems, and municipal fire suppression systems that are independent of a water system. If one of these systems is not submitted to Commerce, please provide details and rationale.

### Allocations and Required Match

#### Allocations:

Consistent with Section 11 of HB 355, Commerce has created a spreadsheet that identifies what amounts eligible incorporated cities and towns are entitled to receive under SLIPA. That spreadsheet is available at this [website](#).

**Match:**

A city or town is required to contribute a local cash match equal to no less than 25% of the total project cost. Local cash match is defined as revenue generated by the local government, including via its tax system. A local cash match cannot include in-kind contributions of goods or in-kind services.

**Limitations:**

A city or town that receives more than \$1 million in SLIPA funds cannot allocate more than one-third of the total grant per approved application. However, cities and towns in which the local government infrastructure has been significantly damaged by a natural disaster are not subject to this funding restriction.

## Application Submission and Award Process

**Application Submission:**

The legislative body of a city or town shall solicit and accept applications for eligible projects on or before **December 31, 2023**. Next, the legislative body of the city or town is required to hold a public hearing on the applications for eligible projects it has received. Based on the information contained within those applications and information received at the public hearing, the legislative body must prepare a recommendation for funding in priority order and make reasonable efforts to transmit that recommendation to Commerce by **March 30, 2024**.

Commerce recommends that the legislative bodies document for their records: (i) the applications solicited and accepted; (ii) that a public hearing was held on those applications, with a summary of public comment received; and (iii) the funding recommendations made to Commerce.

Commerce shall review the legislative bodies’ recommendations to determine whether their applications comply with Section 6 of HB 355. If the application does not comply, Commerce shall issue notice to the applicable applicant within 45 days of application receipt, if practicable.

Commerce may not substitute its judgment for that of the legislative body of the city or town and cannot revise the recommended priority list.

**File Transfer Service:**

To apply for grant funding, an applicant must upload the application to the State of Montana File Transfer Service (FTS). To access the FTS, an applicant must register with OKTA. To register with OKTA, go to the FTS [page](#) and select ‘Register now!’ from the Login screen and follow the prompts. After registration, an applicant can access the FTS to upload the application for submission. Please see these [instructions](#) for additional help.

**Award Process:**

Once priority lists are received, Commerce will review and determine compliance with HB 355. Commerce shall issue notice to the applicable applicant within 45 days of application receipt, if practicable. A grant recipient’s eligibility to receive SLIPA funds is dependent on the grant recipient’s compliance with HB 355, especially Section 6 and 12.

The disbursement of grant funds for awarded projects are subject to grantee’s completion, and submission to Commerce, of the following:

- I. a completed budget and implementation schedule for the project;
- II. a completed project management plan approved by Commerce;
- III. compliance with the auditing and reporting requirements provided in § 2-7-503, MCA, and an established financial accounting system that reasonably conforms to generally accepted accounting principles;
- IV. a completed contract with Commerce, a provision of which must document that local matching funds are available and committed to the project; and
- V. a certification that Grantee has obtained local, state, and federal permits and approvals.

**Reimbursement Basis for Grant Disbursements:**

Commerce shall disburse grants by reimbursement as grant recipients incur eligible project expenses in accordance with the terms of the contract. If actual project expenses are lower than the projected expense of the project, Commerce may, at its sole discretion, reduce the amount of grant funds provided to grant recipients in proportion to all the project funding sources.

**Project Reports and Completion Notices**

As required by Commerce and Section 10 of HB 355, grantees shall provide a quarterly progress report to Commerce identifying the following:

- I. submission of all permitting or licensing approval documents as applicable;
- II. work that has been undertaken on the project;
- III. the percentage of work completed;
- IV. the amount of funds expended to date;
- V. remaining funds;
- VI. a description of any significant problems; and
- VII. whether the project encountered any modification necessary to the scope of work, budget, or schedule.

Grantees also must submit a final report to Commerce at the completion of the project, which must include a statement attesting to the completion of the project that is signed by the project manager.

**Additional Considerations:**

Technical or planning documents are not required to be submitted with the application. However, applicants may include the development of these documents (necessary to complete the specific project activities that would be listed as the scope of work) in the project budget and implementation schedule. Any planning or technical documents must follow acceptable industry standards or follow Commerce’s planning document templates.

**Project Management:**

The grantee is fully responsible for managing the project and ensuring that it is completed on time and within budget. If cost overruns occur, the cost of the overrun is the full and sole responsibility of the grantee. HB 355 does not authorize Commerce to provide supplemental grant funding to cover cost overruns.

**Project Completion:**

All grantees must be under contract with a general contractor or vendor by December 31, 2024. In cases in which an applicant has used all reasonable efforts to find a contractor for a project but has failed, the grantee may request a one-time, two-year extension based on project needs, which Commerce may approve at its discretion. Projects funded by SLIPA must be completed by December 31, 2027.

**Misappropriation or Diversion of Funds:**

In the event the grantee misappropriates or diverts any portion of the state grant or local government match to another use, the applicant will repay Commerce the misappropriated or diverted funds within 12 months of the date of notice from the state and pay a fine equal to 20% of the amount misappropriated or diverted to the state’s general fund.

# THE STATE-LOCAL INFRASTRUCTURE PARTNERSHIP ACT (HB 355) APPLICATION INSTRUCTIONS

## Section I.

### ALL SLIPA APPLICATIONS SUBMITTED TO COMMERCE MUST CONTAIN THE INFORMATION REQUIRED BY § 6 OF HB 355, INCLUDING:

1. Project Name: The name of the project for which the applicant is seeking a SLIPA grant.
2. Primary Contact: The name, title, mailing address, telephone number, and email address of the individual directly responsible for management of the project. An example of the manager of the project may include public works director or consulting engineer. The primary contact also must submit a resume that establishes the individual’s qualifications and ability to manage the project.
3. Project Type: Check the box to indicate the project type requesting funding.
4. Description of Prospective Project: Provide a narrative description of the prospective project, including a description of:
  - I. the problems to be addressed;
  - II. the need to undertake the repairs;
  - III. how the proposed project is appropriate, cost effective, and a long-term solution; and
  - IV. a list of tasks to be undertaken
5. Non-Priority Project: HB 355 grants priority to projects that maintain or repair publicly owned drinking water systems, publicly owned wastewater treatment systems, and municipal fire suppression systems that are independent of a water system. If an application is for another type of local government infrastructure project, please detail why the application is requesting funding for an eligible project that is not prioritized by HB 355.
6. Required Documents:  
Please submit the following documents as attachments at the end of the application.
  - I. Maps and/or Google earth photos  
Provide a map or Google earth photo showing the project. Photographs documenting the nature of the problems are advisable.
  - II. Cost Estimates  
Complete the attached project budget and identify estimates of the total project cost. Cost estimates must be prepared by a licensed professional engineer or qualified contractor. Cost estimates also must show the total cost of the project and be itemized by the list of task elements to be completed.
  - III. Implementation Schedule  
Complete the attached implementation schedule and identify each step in the repair process starting with the preparation of bid documents through completion of work. Specific calendar dates are recommended.
  - IV. Local Cash Match Statement  
Provide a statement identifying **local cash match equal to no less than 25% of total project cost**. Local cash match is defined as revenue generated by the local government, including via its tax system. A local cash match cannot include in-kind contributions of goods or in-kind services.

- V. Resume  
Provide a copy of the project manager’s resume attesting to the qualifications and ability to manage the project.
  
- VI. Evidence of a Public Hearing  
Provide documentation as evidence that a public hearing was held in compliance with HB 355. Documentation may include a copy of public advertising or notice, meeting agenda, meeting minutes, or sign-in sheets.
  
- 7. Attestation: An authorized project representative must sign an attestation of compliance with HB 355.
  
- 8. Certification: An authorized project representative must sign a statement that the information contained in the application is true.



# THE STATE-LOCAL INFRASTRUCTURE PARTNERSHIP ACT (HB 355) APPLICATION

## Section I

1. **Project Name:** \_\_\_\_\_ **Project Priority list #** \_\_\_\_\_

2. **Primary Contact:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

The Primary Contact must submit a copy of their resume attesting to their qualifications and ability to manage the project.

3. **Project Type: Must be for maintenance or repair of existing systems.**

- |  |   |
|--|---|
| <input type="checkbox"/> Drinking Water  | <input type="checkbox"/> Airport  |
| <input type="checkbox"/> Wastewater Treatment                                    | <input type="checkbox"/> Public ground  |
| <input type="checkbox"/> Fire Suppression System (Independent of drinking water) | <input type="checkbox"/> Public building  |
| <input type="checkbox"/> Streets   | <input type="checkbox"/> Existing water and wastewater treatment plans that are being operated at 90% of design capacity or greater |
| <input type="checkbox"/> Roads   | <input type="checkbox"/> <i>Other</i> (please describe)   |
| <input type="checkbox"/> Bridge  |   |
| <input type="checkbox"/> Landfill  |   |

4. **Description of Prospective Project**

i. Project summary and problems to be addressed (please provide narrative response):

ii. Provide a narrative description for the need to undertake the repairs:

iii. Explanation as to why the proposed project is appropriate, cost-effective, and a long-term solution to the problem:

iv. List of tasks to be completed and repairs needed (please provide narrative response):

5. **Non-Priority Project**

**Refer to Application Instructions**

**6. Required Documentation**

**Please submit the following documents as attachments at the end of the application, as required by Commerce and Section 6 of HB 355.**

- I. Maps or Google Photos showing the Project;
- II. Cost Estimates;
- III. Time Schedule;
- IV. Local Cash Match Statement;
- V. Resume of Project Manager; and
- VI. Evidence of a Public Hearing.

**Additional photos documenting problems/proposed solutions are recommended, but not required.**

**7. Attestation**

**The undersigned authorized representative hereby attests that the city or town:** (a) solicited and accepted applications for eligible projects on or before December 31, 2023; (b) held a public hearing in compliance with HB 355, evidence of which has been submitted to Commerce; and (c) understands and agrees it must provide a minimum local cash match of 25% of the total project cost to receive funding.

<b>Signature</b>	<b>Date</b>	<b>Printed Name and Title</b>
------------------	-------------	-------------------------------

**8. Certification to Submit:**

**The undersigned authorized representative hereby certifies that** (a) the information set forth in this application is correct to the best of his/her knowledge; (b) s/he has received, read, and understood these guidelines and agrees to comply with all requirements imposed by HB 355; (c) the representatives of this proposal have authorized the submittal of this application; (d) s/he has the authority to act on behalf of the incorporated city or town on whose behalf s/he is submitting this application, and (e) agrees to comply with all applicable state or federal laws and statues associated with carrying out the project, including providing Commerce with all information required by HB 355, including the information required by Sections 10 and 12.

<b>Signature</b>	<b>Date</b>	<b>Printed Name and Title</b>
------------------	-------------	-------------------------------

**PROJECT BUDGET**

(Please modify the budget line items to best reflect specific project needs)

<b>ADMINISTRATION</b>	<b>Source: SLIPA</b>	<b>Source: Local Cash Match</b>	<b>Source:</b>	<b>TOTAL</b>
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>TOTAL ADMINISTRATION</b>	\$0	\$0	\$0	\$0
<b>CONSTRUCTION RELATED ACTIVITIES</b>				
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>TOTAL ACTIVITY</b>	\$0	\$0	\$0	\$0
<b>TOTAL PROJECT BUDGET</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### IMPLEMENTATION SCHEDULE

(Please modify the implementation schedule tasks to best reflect specific project needs)  
 Quarterly Progress reports must be submitted to Commerce

TASK (as applicable)	QUARTERS, 20YY				QUARTERS, 20YY			
	1st J F M	2nd A M J	3rd J A S	4th O N D	1st J F M	2nd A M J	3rd J A S	4th O N D
<b><u>START UP CONDITIONS</u></b>								
Completion of Section 12								
<b><u>PROJECT DESIGN</u></b>								
Commence Final Design								
Complete Project Design								
Submit Plans to DEQ								
Prepare Bid Documents								
Finalize Acquisition								
<b><u>PRE-CONSTRUCTION</u></b>								
Prepare Bid Documents								
Complete relevant funding agreements								
Public Bid Advertisement								
Open Bids & Examine Proposals								
Select Contractor & Award Bid								
Conduct Pre-Const. Conference								
Issue Notice to Proceed to Contractor								
<b><u>PROJECT CONSTRUCTION</u></b>								
Begin Construction								
Monitor Construction Work								
Hold Const. Progress Meetings								
Final Inspection								
<b><u>PROJECT CLOSE OUT</u></b>								
Project Completion Report								
Submit Final Certification								

HB 355

Preliminary List of Projects

Title	Description	Cost Estimate
<b>Unpaved Street Upgrades</b>	Apply Perma-zyme and Chip Seal Treatment to unpaved streets in the City, including on the Northside by the Soccer fields.	Up to \$400,000
<b>Park Street Crossing Improvements</b>	Implement Rapid Flashing Beacons on Park Street	\$100,000
<b>Pedestrian Improvements</b>	Repair and installation of pedestrian improvements including sidewalk segments in the City, including on Safe Routes to School.	Up to \$500,000
<b>Sidewalk-Curb-Gutter Improvements</b>	Install concrete sidewalk-curb-gutter improvements in CBD and around certain congested areas.	\$200,000

**File Attachments for Item:**

**E. APPROVAL OF CITY COMMISSION HANDBOOK**



**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 12/19/2023  
To: Chair Nootz and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Consideration of Changes to the Handbook of the Livingston City Commission**

**Recommendation and Summary**

The City Manager recommending that the Commission approve a new City Commission Handbook. The Commission may use the following motion to do so:

“I move to approve the City Commission Handbook as presented by the City Manager.”

The reasons for the opportunity to provide direction are as follows:

- The current City Commission Handbook was last updated in 2019.
- Certain changes have occurred which have prompted the City to review the current handbook.

**Introduction and History**

The Livingston City Commission maintains a handbook that provides background on City operations as well as direction to the procedural workings of the City Commission. The handbook was last updated in December 2019. At its meeting on December 5, 2023, the Commission provided direction to the City Manager regarding the handbook and those changes have been incorporated.

**Analysis**

The relevant changes to process are indicated in the attached document. However, red-line changes are not provided for the entire document due to the scale of modifications. The Montana Chapter of the American Civil Liberties Union did not offer feedback on the Code of Conduct.

**Fiscal Impact**

There is no fiscal impact to adopting revisions to the handbook.

**Strategic Alignment**

The conduct of the Livingston City Commission helps fulfill the City’s obligations under both the Livingston Municipal Code and Montana Code Annotated.

**Attachments**

- Attachment A: Proposed City Commission Handbook

# City Commission Handbook



December 2023

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## Purpose and Use

This Handbook for the Livingston City Commission is intended to provide Commissioners an understanding of the City and the role of the Commission in guiding the City. By reading this handbook, Commissioner’s will gain a general understanding of the form and function of government in the City of Livingston. Commissioners are encouraged to use additional resources including the Montana Officials Handbook, State Land Use Review Handbook and Montana State University Local Government Center to provide a more complete understanding of certain issues.

The operation of the local government in the City of Livingston is governed by two principal documents: Montana Code Annotated (MCA) and the Livingston Municipal Code (LMC). These two documents provide the framework through which the City of Livingston operates and certain functions have been delegated to the City to manage through Local Laws (LMC) while others are mandated by the State Code (MCA). Within the handbook, there are many references to the Montana Code Annotated and Livingston Municipal Code. The excerpts from each are updated as frequently as possible. Before acting upon any reference, readers are encouraged to review the references to ensure the accuracy of the materials at the time of reading.

# About the City of Livingston

## *History*

The City of Livingston was incorporated as a Montana Municipal Corporation in 1889. While the city had previously been home to various populations and communities for several millennia, the creation of the State of Montana in 1889 enabled the incorporation of a local government. The City of Livingston is approximately 6.5 square miles and is the seat of Park County.

The City of Livingston is a distinct political subdivision of the State of Montana managed separately from Park County, the Livingston Public Schools and similar government entities in the area.

## *Classifications*

With a population of approximately 8,489 as of the 2022 American Community Survey, the City of Livingston is classified as a Class 2 City pursuant to Montana Code Annotated. Once the population exceeds 10,000, as measured by the US Census, the City will advance to Class 1. In Montana, Class 1 Cities have additional requirements on their form and function of government including, but not limited to: composition and size of boards and commissions; creation of electoral wards; housing authority funding; treatment of storm-water; and provision of fire protection.

Montana Code Annotated also allows electors to select the form and nature of government. While the basic form of government in Montana is the Council-Mayor form, the City of Livingston has adopted an alternative form of local government pursuant to MCA 7-3-102. The City of Livingston has specifically adopted the Commission-Manager form of government as defined in Section 3 of Chapter 3 of Title 7 of Montana Code Annotated (MCA 7-3-301 to 318). The nature of government in the City of Livingston is general powers as City electors have not decided to pursue self-governing powers as allowed by MCA 7-3-302 and described by MCA 7-1-101 and its subparts.

## *Commission-Manager Form of Government*

In the Commission-Manager form of government, the elected Commission appoints a professional Manager to implement its policies. The Manager serves at the pleasure of the elected governing body and has responsibility for preparing the budget, directing day-to-day operations, hiring and firing personnel, and serving as the council's policy advisor.

The City Commission serves as the legislative branch of the City of Livingston and is responsible for: passing local laws (ordinances) and orders (resolutions); adopting and amending a budget; awarding contracts; and hiring and firing the City Manager. The Commission acts as a body and actions are authorized through a voting process. While a presiding officer is named annually, each Commissioner has the same stature and no one Commissioner can direct the City Manager independently.



The City Manager serves as the head of the executive branch of the City of Livingston and is responsible for administering the affairs of the City including, but not limited to: managing all City staff; enforcing laws and ordinances; recommending a budget to the Commission; creating meeting agendas; and managing contractors.

***Relevant Statutory References***

MCA 7-1-4111. Classification of municipalities.

- (1) Every city having a population of 10,000 or more is a city of the first class.
- (2) Every city having a population of less than 10,000 and more than 5,000 is a city of the second class.
- (3) Every city having a population of less than 5,000 and more than 1,000 is a city of the third class.
- (4) Every municipal corporation having a population of less than 1,000 and more than 300 is a town.

MCA 7-3-302. Nature of government.

The plan of government submitted to the qualified electors shall determine the powers of the local government unit by authorizing:

- (1) general government powers; or
- (2) self-government powers.

MCA 7-3-102. Adoption of alternative form.

Each local government in the state shall adopt one of the alternative forms of government provided for in parts 1 through 7, including one of each sub-option authorized:

- (1) the commission-executive form (which may also be called the council-executive, the council-mayor, or the commission-mayor form);
- (2) the commission-manager form (which may also be called the council-manager form);
- (3) the commission form;
- (4) the commission-presiding officer form;
- (5) the town meeting form; or
- (6) the charter form.

MCA 7-3-301. Commission-manager form.

The commission-manager form, which may be called the council-manager form, consists of an elected commission, which may be called the council, and a manager appointed by the commission, who is the chief administrative officer of the local government. The manager is responsible to the commission for the administration of all local government affairs placed in the manager's charge by law, ordinance, or resolution.

MCA 7-5-4101. General powers of municipal council.

The city or town council has power to make and pass all bylaws, ordinances, orders, and resolutions not repugnant to the constitution of the United States or of the state of

Montana or to the provisions of this title, necessary for the government or management of the affairs of a city or town, for the execution of the powers vested in the body corporate, and for carrying into effect the provisions of this title.

MCA 7-3-304. Duties of manager.

The manager shall:

- (1) enforce laws, ordinances, and resolutions;
- (2) perform the duties required by law, ordinance, or resolution;
- (3) administer the affairs of the local government;
- (4) direct, supervise, and administer all departments, agencies, and offices of the local government unit except as otherwise provided by law or ordinance;
- (5) carry out policies established by the commission;
- (6) prepare and publish the commission agenda pursuant to 2-3-103;
- (7) recommend measures to the commission;
- (8) report to the commission on the affairs and financial condition of the local government;
- (9) execute bonds, notes, contracts, and written obligations of the commission, subject to the approval of the commission;
- (10) report to the commission as the commission may require;
- (11) attend commission meetings and may take part in the discussion but may not vote;
- (12) prepare and present the budget to the commission for its approval and execute the budget adopted by the commission;
- (13) appoint, suspend, and remove all employees of the local government except as otherwise provided by law or ordinance;
- (14) appoint members of temporary advisory committees established by the manager.

# Livingston City Commission

## *Role of the Commission*

As the legislative branch of the City of Livingston, the Livingston City Commission is responsible for two primary functions of government: passing local laws (ordinances) and adopting a budget. These two basic powers are derived from Montana Code Annotated sections 7-5-4101 and 7-6-4006, respectively. The Commission is also responsible for appointing a City Manager (MCA 7-3-303) and setting policies that the City Manager shall execute. The Commission acts as a body and actions are authorized through a voting process. While a presiding officer is named annually, each Commissioner has the same stature and no one Commissioner may direct the City Manager independently.

The City Commission is not responsible for the day-to-day management of the City government. In fact, MCA 7-3-305(3) provides that “the commission or its members shall deal with the local government employees who are subject to the direction and supervision of the manager solely through the manager, and neither the commission nor its members may give orders to the employee, either publicly or privately.”

## *Commission Officers and Appointments*

The Livingston City Commission annually appoints a Chair and Vice Chair to serve as the presiding officer. The appoint of such officers occurs at the first regularly scheduled meeting of the Commission each calendar year. The appointments are made in accordance with the requirements of LMC Section 2-14.

In addition, the Livingston City Commission appoints its members to serve on certain City and community advisory boards. These appointments also occur at the first regularly scheduled meeting of the Commission each calendar year.

## *Actions of the Commission*

The Commission acts as a body and actions are authorized through a voting process. Each vote requires a Commissioner to make a motion that is seconded by another Commissioner. A majority vote of the members present is required to approve any action. The regular actions of the Commission take several forms: adoption of resolutions; approval of minutes; approval of claims; approval of land use applications; approval of contracts; passage of ordinances; and setting of policy.

## *Advisory and Statutory Boards and Commissions*

In addition to the City Commission, the City of Livingston maintains several boards that are either advisory or statutorily required. Each board is composed of volunteers from the community that are appointed by the City Commission. A Commissioner is appointed to each board with an asterisk at the first meeting of each calendar year.

The statutory and advisory boards of the City of Livingston currently include:

- City-County Airport Board
- City-County Board of Health \*
- City-County Library Board \*
- Consolidated Land Use Board \*
- Historic Preservation Board \*
- Livingston Community Trust \*
- Urban Renewal Agency \*

The meetings for each are advertised on the City and County websites.

*City Commission Meetings*

The Livingston City Commission conducts its business in accordance with the provisions of both the MCA and LMC Chapter 2. The LMC 2-15 stipulates that the presence of three (3) Commissioners constitutes a quorum of the Commission and is a public meeting that must be properly noticed and open to the public. All meetings of the City Commission are open to the public unless closed pursuant to the allowances of MCA 2-3-203. Importantly, serial meetings of Commissioners which result in more than two (2) total Commissioners discussing an item may be considered to be a violation of the open meetings statute based on Attorney General opinions. The Montana Code Annotated stipulates that the City Commission must meet in open session except for limited circumstances as outlined in MCA 2-3-203, which include: consideration of matters of individual privacy and litigation not involving another public agency.

The Commission regularly meets on the first and third Tuesday of each month at 5:30 p.m. In addition to these regularly scheduled meetings, special meetings of the City Commission may be called as necessary. Commissioners are encouraged to attend all meetings in-person. However, recognizing the benefits of participation, remote participation of Commissioners will be enabled by technological means. If a Commissioner expects to be absent from the meeting, a notification shall be provided to the City Manager and Commission Chair not less than 24 hours before the meeting.

In accordance with LMC 2-16, the City Manager prepares the agenda for City Commission meetings. The agenda and supporting documentation are emailed to Commissioners and generally available in hard copy format for pick up by the close of business on the Thursday before a City Commission meeting. The Commission agenda and accompanying packet is available on the city’s website at [www.livingstonmontana.org](http://www.livingstonmontana.org) in the Meeting Information section.

Pursuant to LMC 2-16, members of the Commission may add items to the agenda in two ways: (1) a Commissioner can ask the City Manager to place an item on the agenda; or (2) items must be added to the agenda if they are requested by one Commissioner and the request is seconded by a second Commissioner during a meeting.

### *City Commission Meeting Procedures*

The conduct of meetings of the Livingston City Commission shall adhere to the following provisions:

1. Order of business

The City Manager shall prepare the Commission agenda, which shall be in substantially the following form:

- A. Call to Order
- B. Roll call
- C. Public Comment
- D. Consent agenda (no discussion should be necessary) \*
  - Approval of minutes
  - Approval of claims (payment of bills)
  - Renewal of licenses
  - Applications for special licenses
  - Simple Contracts

\* Consent items are those upon which the City Manager anticipates that no discussion should be necessary, however, by placing an item on the consent agenda does not limit the ability of a Commissioner from asking questions or making comments thereon. Items may be removed from the consent calendar with a motion, second and majority vote.

- E. Proclamations
- F. Scheduled Public Comment
- G. Action items
  - Ordinances
  - Resolutions
  - Complex Contracts
  - Policy Direction
- H. City manager's report.
- I. Commissioner's comments (e.g. reports, introduction of measures, concerns and proposals by members of the Commission.)
- J. Adjournment.

2. Procedure to conduct business and motions.

A. Procedure to Conduct Business.

- 1. The Chair shall clearly announce the agenda item to be considered.
- 2. Following announcement of agenda item, the Chair shall invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the Chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

3. The Chair shall ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.
4. The Chair shall invite a motion. The Chair shall announce the name of the member of the body who makes the motion.
5. The Chair shall determine if any member of the body wishes to second the motion. The Chair shall announce the name of the member of the body who seconds the motion. No motion shall be debated or put to a vote unless the same shall be seconded. If the motion is made and seconded, the Chair should make sure everyone understands the motion. This is done in one (1) of three (3) ways: (1) The Chair can ask the maker of the motion to repeat it. (2) The Chair can repeat the motion. (3) The Chair can ask the City Clerk to repeat the motion.
  - a. The Chair shall now invite discussion/debate of the motion by the body. Every member desiring to speak shall address the presiding officer, and upon recognition, shall confine himself to the question under debate, avoiding all personalities and indecorous language.
  - b. A member, once recognized, shall not be interrupted when speaking unless it is to call him to order or as herein otherwise provided.
    - i. If a member, while speaking is called to order, he shall cease speaking until the question of order is determined, and, if in order, he shall be permitted to proceed.
  - c. Order of rotation in matters of debate or discussion shall be at the discretion of the presiding officer.
    - i. A member shall not speak more than twice on the same subject without leave of the chair, nor more than once until every member desiring to speak on the pending question has had an opportunity to do so.
6. The Chair shall invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input on the agenda item being considered. ~~If numerous members of the public indicate a desire to speak to the subject, the~~ The Chair may limit the time of public speakers to four minutes. To be recognized, each person desiring to give comment, testimony or evidence shall ~~sit down at the table~~ stand at the podium provided and after being recognized, give his or her name and address before testifying, commenting or presenting other evidence. All comments, testimony and evidence shall be directed to the presiding



officer. No questions shall be asked of a Commission member except through the presiding officer. At the conclusion of the public comments, the Chair shall announce that public input has concluded (or the public hearing as the case may be is closed).

7. If there is no desired discussion, or after the discussion has ended, the Chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.
8. The Chair shall direct the City Clerk to take a roll call vote. If members of the body do not vote, then they "abstain". Unless the rules of the body provide otherwise (or unless a super-majority is required as delineated in these rules) then a simple majority determines whether the motion passes or is defeated.
9. The Chair should announce the result of the vote and should announce what action (if any) the body has taken.

**B. Motions, Majority Approval, Debatable or not and Exceptions.**

1. The Basic Motion. The basic motion is the one that puts forward a decision for the body's consideration. A basic motion might be: "I move that we create a 5-member committee to plan and put on our annual fundraiser."
2. The Motion to Amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: "I move that we amend the motion to have a ten-member committee." A motion to amend takes the basic motion which is before the body and seeks to change it in some way. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way.
3. The Substitute Motion. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year." A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it.
4. Order of Consideration of Motions. There can only be three (3) motions on the floor at the same time. The Chair can reject a fourth motion until the Chair has dealt with the three (3) that are on the floor and has resolved

them. When there are two (2) or three (3) motions on the floor (after motions and seconds) at the same time, the vote should proceed first on the last motion that is made. So, for example, assume the first motion is a basic "motion to have a five-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a ten-member committee, not a five-member committee to plan and put on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year."

- a. First, the Chair would deal with the third (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion passed, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) failed then the Chair would proceed to consideration of the second (now, the last) motion on the floor, the motion to amend.
  - b. Second, if the substitute motion failed, the Chair would now deal with the second (now, the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five (5) members or ten (10) members). If the motion to amend passed the Chair would now move to consider the main motion (the first motion) as amended. If the motion to amend failed the Chair would now move to consider the main motion (the first motion) in its original format, not amended.
  - c. Third, the Chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee), or, if amended, would be in its amended format (ten-member committee), and the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.
5. Motion to Reconsider. A motion to reconsider requires a majority vote to pass, but there are two (2) special rules that apply only to the motion to reconsider.
- a. First, is timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next

meeting of the body following due notice. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and by a two-thirds (2/3) majority, can allow a motion to reconsider to be made at another time following due notice.)

- b. Second, a motion to reconsider can only be made by certain members of the body. Accordingly, a motion to reconsider can only be made by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she can make the motion to reconsider (any other member of the body may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again. That would defeat the purpose of finality.
  - c. If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is then in order. The matter can be discussed and debated as if it were on the floor for the first time.
6. Simple Majority and Exceptions. All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which, effectively, cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds (2/3) vote of the entire commission (a super-majority) to pass:
- a. Motion to Limit Debate. Whether a member says "I move the previous question" or "I move the question" or "I call the question" or "I move to limit debate", it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds (2/3) vote of the entire commission to pass.
  - b. Motion to Close Nominations. When choosing officers of the body (like the Chair) nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers, and it requires a two-thirds (2/3) vote of the entire commission to pass.
  - c. Motion to Object to the Consideration of a Question. Normally, such a motion is unnecessary since the objectionable item can be

tabled, or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds (2/3) vote of the entire commission to pass.

- d. **Emergency Measures.** In the case of emergency measures, the emergency must be expressed in the preamble or in the body of the measure and the measure must receive a two-thirds (2/3) vote of the entire commission. In emergency ordinances, the resolutions shall include only such measures as are immediately necessary for the preservation of peace, health, and safety and shall not include a franchise to a corporation or individual, any provisions for the sale of real estate, any lease or letting of any property for a period exceeding one (1) year, or the purchase or sale of personal property exceeding five thousand dollars (\$5,000.00) in value. (7-5-4204 MCA)
  - e. **Motion to Punish and Expel.** The commission may punish a member and expel any member for the improper conduct upon a two-thirds (2/3) vote of the entire commission members. (7-5-4103 MCA).
7. **Motions Debatable, Exceptions.** The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the Chair that it is time to move on and take action.
- a. **Exceptions.** There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the Chair must immediately call for a vote of the body without debate on the motion):
    - i. **A Motion to Adjourn.** This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.
    - ii. **A Motion to Recess.** This motion, if passed, requires the body to immediately take a recess. Normally, the Chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

- iii. A Motion to Fix the Time to Adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.
- iv. A Motion to Postpone Consideration. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold". The motion can contain a specific time in which the item can come back to the body: "I move we postpone consideration of this item until our regular meeting in October." Or the motion can contain no specific time for the return of the item, in which case a motion to consider the item and bring it back to the body will have to be taken at a future meeting. A motion to postpone consideration an item (or to bring it back to the body) requires a simple majority vote.
- v. A Motion to Limit Debate. The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote". When such a motion is made, the Chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds (2/3) vote of the body. Note: that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a two-thirds (2/3) vote of the body.
- vi. Motion to Object to Consideration of an Item. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds (2/3) vote.

3. Addressing the Commission.

- A. The City will provide sign-up sheets ~~for each agenda item to be discussed~~ at each meeting. Anyone ~~desiring to~~ addressing the City Commission shall sign the appropriate sheet which shall be collected by the City ~~prior to the opening~~ at the end of the meeting.

1. At the appropriate time on the agenda, the chair will invite the person(s) who ~~has signed up to the table~~wish to speak to stand at the podium. Each person shall than be given the opportunity to make his or her presentation.
  2. Following the statements ~~from those who signed up~~, the chair may ask for additional public comment from those who did not ~~sign up~~speak.
  3. Once a person has made his presentation, that person shall not speak on the same subject unless granted permission by the presiding officer and then only if the presentation provides new information not previously presented.
- B. The public is invited to speak on any item under discussion by the Commission after recognition by the presiding officer.
  - C. The speaker should step to the front of the room, and ~~sit at the table~~stand at the podium provided, provide the speaker's name and address on the signup sheet located at the table, and for the record, give his/her name and address and, if applicable, the person, firm or organization represented.
  - D. Prepared statements are welcomed and should be given to the City Clerk of the Commission. All prepared statements shall become a part of the permanent record.
  - E. While the Commission is in session, the members must preserve order and decorum. A member shall not delay or interrupt the proceedings or the peace of the Commission nor disturb any member while speaking or refuse to obey the orders of the Commission or its presiding officer.
  - F. Any person making personal, impertinent or slanderous remarks or who shall become boisterous or disruptive during the Commission meeting shall be forthwith barred from further presentation to the Commission by the presiding officer, unless permission to continue be granted by a majority vote of the Commission.

***Relevant Statutory References***

2-3-203. Meetings of public agencies and certain associations of public agencies to be open to public -- exceptions.

(1) All meetings of public or governmental bodies, boards, bureaus, commissions, agencies of the state, or any political subdivision of the state or organizations or agencies supported in whole or in part by public funds or expending public funds, including the supreme court, must be open to the public.



(2) All meetings of associations that are composed of public or governmental bodies referred to in subsection (1) and that regulate the rights, duties, or privileges of any individual must be open to the public.

(3) The presiding officer of any meeting may close the meeting during the time the discussion relates to a matter of individual privacy and then if and only if the presiding officer determines that the demands of individual privacy clearly exceed the merits of public disclosure. The right of individual privacy may be waived by the individual about whom the discussion pertains and, in that event, the meeting must be open.

(4) (a) Except as provided in subsection (4)(b), a meeting may be closed to discuss a strategy to be followed with respect to litigation when an open meeting would have a detrimental effect on the litigating position of the public agency.

MCA 7-5-4101. General powers of municipal council.

The city or town council has power to make and pass all bylaws, ordinances, orders, and resolutions not repugnant to the constitution of the United States or of the state of Montana or to the provisions of this title, necessary for the government or management of the affairs of a city or town, for the execution of the powers vested in the body corporate, and for carrying into effect the provisions of this title.

MCA 7-3-315. Presiding officer of commission.

The presiding officer of the commission must be:

- (1) elected by the members of the commission from their own number for a term established by ordinance;
- (2) elected by the qualified electors for a term of office; or
- (3) selected as provided by ordinance.

MCA 7-3-303. Appointment of manager.

The manager shall be appointed by the commission for an indefinite term on the basis of merit only and removed only by a majority vote of the whole number of the commission.

MCA 7-6-4006. Appropriation power -- requirements.

(1) A governing body may appropriate money and provide for the payment of the debts and expenses of the local government.

(2) Money may not be disbursed, expended, or obligated except pursuant to an appropriation for which working capital is or will be available.

(3) Appropriations may be adjusted according to procedures authorized by the governing body for:

- (a) debt service funds for obligations related to debt approved by the governing body;
- (b) trust funds for obligations authorized by trust covenants;

- (c) any fund for federal, state, local, or private grants and shared revenue accepted and approved by the governing body;
- (d) any fund for special assessments approved by the governing body;
- (e) the proceeds from the sale of land;
- (f) any fund for gifts or donations; and
- (g) money borrowed during the fiscal year.

(4) The governing body may amend the budget during the fiscal year by conducting public hearings at regularly scheduled meetings. Budget amendments providing for additional appropriations must identify the fund reserves, unanticipated revenue, or previously unbudgeted revenue that will fund the appropriations.

MCA 7-3-305. Employees of commission-manager government.

(1) Employees appointed by the manager and the manager's subordinates must be administratively responsible to the manager.

(2) Neither the commission nor any of its members may dictate the appointment or removal of any employee whom the manager or any of the manager's subordinates are empowered to appoint.

(3) Except for the purpose of inquiry or investigation under this title, the commission or its members shall deal with the local government employees who are subject to the direction and supervision of the manager solely through the manager, and neither the commission nor its members may give orders to the employee, either publicly or privately.

MCA 7-3-312. Appointment to boards.

All members of boards, other than temporary advisory committees established by the manager, must be appointed by:

- (1) the presiding officer with the consent of the commission;
- (2) the manager with the consent of the commission; or
- (3) the commission.

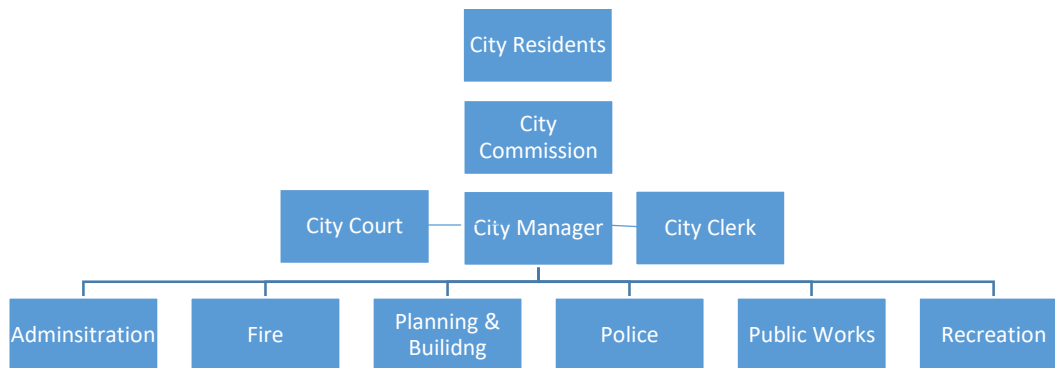
## City Manager and City Government

### *Role of the City Manager*

The City Manager serves as the head of the executive branch of the City of Livingston and is responsible for administering the affairs of the City including, but not limited to: managing all City staff; enforcing laws and ordinances; recommending a budget to the Commission; creating meeting agendas; and managing contractors.

### *Organization of the City*

The City is divided into several distinct departments that each perform a function to support the community. The City Manager delegates the responsibilities of the City to the various departments of the City who manage and perform the necessary tasks to serve the community.



### *City Calendar*

The City of Livingston operates on a fiscal year that runs from July 1 through June 30. The fiscal year is named for the year in which it ends. So, for example, Fiscal Year (FY) 2024 begins on July 1, 2023, ends on June 30, 2024. The fiscal year timing is established in MCA 7-3-1302 and is shared by all political subdivisions of the State.

### *City Budget*

Pursuant to MCA 7-3-304, the City Manager is required to “prepare and present the budget to the commission for its approval and execute the budget adopted by the commission.” It is the Commission’s responsibility to approve the final budget (MCA 7-6-4006), which needs to be adopted no later than the first Thursday after the first Tuesday in September, pursuant to MCA 7-6-4036.

The City of Livingston budget includes a general fund which funds the operations of many departments including Administration, Finance, Fire, Judicial, Police and Recreation. Additionally, the budget includes enterprise funds to manage the business-type activities of the City such as water, wastewater and solid waste. Certain special revenue funds exist to manage revenue sources that have specific uses including bond sales, grants and loans.

The budget is a management tool that sets out a plan for operating the City. While the City Manager expects to operate the City according to that plan, operational realities often require departures from the plan. For that reason, the level of control is set at the fund level and not at each department or line item. That is, a specific line item or department may over-spend according to the budget as long as savings are identified elsewhere in the fund to offset those increased expenditures. This is reflected in the appropriation resolution which identifies revenue and expenditure levels of each fund but not more specific detail on the funding of each department. If a fund requires greater expenditures than budgeted, the budget must be amended through a revised appropriation resolution.

***Relevant Statutory References***

MCA 7-3-304. Duties of manager.

The manager shall:

- (1) enforce laws, ordinances, and resolutions;
- (2) perform the duties required by law, ordinance, or resolution;
- (3) administer the affairs of the local government;
- (4) direct, supervise, and administer all departments, agencies, and offices of the local government unit except as otherwise provided by law or ordinance;
- (5) carry out policies established by the commission;
- (6) prepare and publish the commission agenda pursuant to 2-3-103;
- (7) recommend measures to the commission;
- (8) report to the commission on the affairs and financial condition of the local government;
- (9) execute bonds, notes, contracts, and written obligations of the commission, subject to the approval of the commission;
- (10) report to the commission as the commission may require;
- (11) attend commission meetings and may take part in the discussion but may not vote;
- (12) prepare and present the budget to the commission for its approval and execute the budget adopted by the commission;
- (13) appoint, suspend, and remove all employees of the local government except as otherwise provided by law or ordinance;
- (14) appoint members of temporary advisory committees established by the manager.

MCA 7-3-305. Employees of commission-manager government.

(1) Employees appointed by the manager and the manager's subordinates must be administratively responsible to the manager.

(2) Neither the commission nor any of its members may dictate the appointment or removal of any employee whom the manager or any of the manager's subordinates are empowered to appoint.

(3) Except for the purpose of inquiry or investigation under this title, the commission or its members shall deal with the local government employees who are subject to the direction and supervision of the manager solely through the manager, and neither the commission nor its members may give orders to the employee, either publicly or privately.

MCA 7-6-4006. Appropriation power -- requirements.

(1) A governing body may appropriate money and provide for the payment of the debts and expenses of the local government.

(2) Money may not be disbursed, expended, or obligated except pursuant to an appropriation for which working capital is or will be available.

(3) Appropriations may be adjusted according to procedures authorized by the governing body for:

- (a) debt service funds for obligations related to debt approved by the governing body;
- (b) trust funds for obligations authorized by trust covenants;
- (c) any fund for federal, state, local, or private grants and shared revenue accepted and approved by the governing body;
- (d) any fund for special assessments approved by the governing body;
- (e) the proceeds from the sale of land;
- (f) any fund for gifts or donations; and
- (g) money borrowed during the fiscal year.

(4) The governing body may amend the budget during the fiscal year by conducting public hearings at regularly scheduled meetings. Budget amendments providing for additional appropriations must identify the fund reserves, unanticipated revenue, or previously unbudgeted revenue that will fund the appropriations.

MCA 7-6-4013. Fees for services -- hearing and resolution.

(1) If a local government has the authority to regulate, establish, and change fees, rates, charges, and classifications that are imposed for services to its inhabitants and other persons served by the local government, the fees, rates, charges, and classifications must be reasonable and related to the cost of providing the service.

(2) Charges for services must comply with Title 17, chapter 2, part 3, and other applicable statutes.

(3) In order to establish or change fees, rates, charges, or classifications imposed for services, the governing body shall order a hearing to be held as provided in 7-1-4131,

unless a special hearing process is provided by law. Municipal utility rate hearings must be held as provided in 69-7-112.

(4) Notice of a hearing must be published as provided in 7-1-2121 for a county and as provided in 7-1-4127 for a municipality.

(5) After a hearing, the fees, rates, charges, or classifications must be established by resolution of the governing body.



# Livingston Municipal Code

## *General*

The Livingston Municipal Code is a compilation of ordinances that serves as the local laws of the City of Livingston. As ordinances are passed by the City Commission, the provisions of each become enshrined in the Livingston Municipal Code (LMC). The provisions of the LMC may be updated from time to time through the passage of ordinances.

## *Table of Contents*

The various chapters of the LMC provide constitute the local laws of the City of Livingston. The Chapters of the LMC include:

- Chapter 1 – General Provisions
- Chapter 2 – Government and Administration
- Chapter 3 – Alcoholic Beverages
- Chapter 4 – Animals
- Chapter 5 – Taxation and Finance
- Chapter 6 – Uniform Building Code
- Chapter 7 – Police Department
- Chapter 8 – City Court
- Chapter 9 – Traffic and Vehicles
- Chapter 10 – Miscellaneous Offenses
- Chapter 11 – Fire Protection and Prevention
- Chapter 12 – Garbage, Trash and Weeds
- Chapter 13 – Water
- Chapter 14 – Health and Sanitation
- Chapter 15 – Gambling
- Chapter 16 – Library
- Chapter 17 – Safety Inspection Certificate, Special Business License and Alcohol Beverage License
- Chapter 18 – Night Sky Protection
- Chapter 21 – Pawnbrokers and Junk Dealers
- Chapter 22 – Cemeteries
- Chapter 23 – Trees
- Chapter 24 – Development Impact Fee
- Chapter 25 – Solicitors, Peddlers and Itinerant Merchants
- Chapter 26 – Streets and Sidewalks
- Chapter 27 – Consolidated Land Use Board
- Chapter 28 – Subdivision Regulations
- Chapter 29 – Floodplain Regulations
- Chapter 30 – Zoning
- Chapter 31 – Historic District Overlay Zoning
- Chapter 33 – Source Water and Aquifer Protection Plan

***Relevant Statutory References***

MCA 7-5-107. Register of ordinances and codification.

(1) There shall be maintained a register of ordinances in which all ordinances are entered in full after passage and approval, except when a code is adopted by reference. When a code is adopted by reference, the date and source of the code shall be entered.

(2) (a) No later than 1980 and at 5-year intervals thereafter, appropriate ordinances shall be compiled into a uniform code and published.

(b) The recodification is not effective until approved by the governing body.

# General Rules on Conduct of Public Officers and Public Business

## *General Background*

Elected, appointed and hired public officials have a unique responsibility to the community that they serve. As stewards of public resources, we have a duty to ensure that those resources are responsibly deployed. To ensure that we do so, both the MCA and LMC include provisions to regulate the conduct of public officials including Codes of Ethics, open meetings laws and public records rules.

To facilitate the compliance of the City of Livingston with these responsibilities, the City provides Commissioners with tools including phones, email accounts and computer systems. City Commissioners are encouraged to exclusively use City provided systems for all City business and communications. In the event of a public records request or legal action relating to City business, a Commissioner’s use of City-provided systems will make responses easier and less disruptive to that Commissioner. It is important to remember that the conduct of city business is available for disclosure regardless of the device or system that is used. So, to the extent that private hardware and accounts are used to conduct city business, they are accessible public records.

To further facilitate compliance, the City of Livingston requests that each Commissioner complete a disclosure form upon taking office. The form will assist the City Manager in identifying potential conflicts of interest as matters are brought before the Commission. That form is included in Appendix A.

## *State Code of Ethics*

The integrity of public officials is critical to the successful function of government. Recognizing this, Montana Code Annotated contains a Code of Ethics in Part 1 of Chapter 2 of Title 2. That Code of Ethics acknowledges that “The holding of public office or employment is a public trust, created by the confidence that the electorate reposes in the integrity of judicial officers, public officers, legislators, and public employees. A judicial officer, public officer, judge, legislator, or public employee shall carry out the individual’s duties for the benefit of the people of the state.”

Montana Code Annotated specifically forbids certain behavior by public officials including the disclosure or use of confidential information acquired in the course of official duties to further the individual’s personal economic interests or accepting a gift of substantial value or a substantial economic benefit. Substantial value is defined as \$100 in MCA 2-2-102.

The Code of Ethics also requires that elected officials disclose certain conflicts and, in certain cases, abstain from action. MCA 2-2-105 provides that a public employee shall disclose interests creating a conflict prior to participating in any official action. MCA 2-2-121(2)(e) additionally provides that a public officer may not perform an official act directly and substantially affecting a business or other undertaking in which the public officer either has a substantial financial interest or is engaged as an employee, consultant, representative, or agent.

In addition, the use of public resources for private businesses is also prohibited by MCA 2-2-121(2)(a) which provides that public officials may not “use public time, facilities, equipment, state letterhead, supplies, personnel, or funds for the officer's or employee's private business purposes.”

*Commissioners Code of Conduct*

On February 20, 2007, by Resolution No. 3826 the City Commission of the City of Livingston adopted Rules of Conduct for Livingston City Commissioners. The purpose of the code of conduct was to define the role of the city commissioners in the governance of the City of Livingston and by establishing guidelines for city commissioners when dealing with city staff and members of the public, both in the public process and outside thereof.

**RULES OF CONDUCT  
FOR THE LIVINGSTON CITY COMMISSION**

Pursuant to 7-5-4103 Montana Code Annotated (MCA) the City Commission of the City of Livingston, Montana, hereby adopts rules of conduct for members of the City Commission. [7-5-4103-53-MCA provides as follows: "The Council may determine the rules of its proceedings, punish its members for improper conduct, and expel any member for the same by 2/3 vote of the members elected."]

**Introduction**

The purpose of this Code of Conduct (Code) is to define the role of City Commissioners in the governance of this City. This code consists of policies and implementing rules is intended to advance the City's goals of providing efficient and high quality services to its residents through its staff, providing a productive work environment for City staff all the while furthering public participation in fair and open public proceedings of the City Commission.

**Background**

The City of Livingston is a general power city governed by a commission/ manager form of government. The City Commission exercises legislative powers set forth in 7-1-4123-MCA. The City Manager is charged with implementing the policies and decisions of the City Commission, enforcing laws, ordinances and resolutions and administering the day to-day affairs of the city with the assistance of city staff. The City Commission has direct authority over the City Manager; all other city staff are under the direct authority and supervision of the City Manager. This Code of Conduct establishes rules that contribute to the success of this basic structure and to maintaining positive and effective working relationships between City Commissioners, City Manager, staff and the public.

**Limitations**

This Code of Conduct addresses selective aspects of the governance of the City and supplements, but does not supplant other laws and rules that prescribe the legal responsibilities of City Commissioners, including the Montana State Constitution, laws of the State of Montana, the

Standards of Conduct and Code of Ethics (2-2-101et seq. MCA) for public officers and employees and the Livingston Municipal Code.

It is not possible for a code of this kind to anticipate and provide a rule of conduct for all Situations. All City Commissioners are expected to manage their behavior in a manner consistent with the rules that follow, respect the chain of command and behave within the bounds of their authority. All City Commissioners are expected to treat each other, city staff, residents, business people and the public with courtesy and respect in a manner that reflects well on the City.

**Policies and Rules**

The Code of Conduct consists of general policies governing the conduct of City Commissioners and following each policy is a set of rules that give specific application to the policy.

Policy 1. City Commissioners shall deal with the administration and staff solely through the City Manager or his/her designee. (7-3-305-Montana Code Annotated MCA)

Explanation. City staff is organized in a hierarchical structure, and work under the direction and control of several layers of management culminating with the City Manager. City Manager is responsible for hiring and supervising staff. Individual City commissioners are not part of that management structure and have no authority to direct employees. City Commissioners are not authorized directly to give work assignments to staff. City Staff has been instructed not to take directions or work assignments from city commissioners and to report any such attempt to their Department Head. When any city commissioner attempts to give an employee directions, the employee is put in an awkward position and the management structure is undermined. In addition, a city commissioner may be exposed to personal liability by acting outside the course and scope of his/her duties. City Commissioners are immune from damages for legislative acts, a legislative act does not include administrative actions. (2-9-111-MCA).

- Rule 1.1: A City Commissioner shall not direct, order or make demands on city staff. When any City Commissioner attempts to give an employee directions, the employee is put in an awkward position and the management structure is undermined.
- Rule 1.2: A City Commissioner having a question concerning city business shall direct such question to the city manager for an answer. The city manager after consultation with staff shall provide an answer within a reasonable time.
- Rule 1.3: A City Commissioner shall not attempt to reorganize staff's priorities or influence the manner by which city staff performs their assigned functions and duties.
- Rule 1.4: A City Commissioner shall not retaliate, threaten to retaliate, discipline or threaten to discipline city staff.
- Rule 1.5: A City Commissioner shall not interfere with the manner by which the City Manager performs his or her duties.

Rule 1.6: A City Commissioner shall not interfere with the implementation by staff of approved projects and programs.

Policy 2: City Commissioners shall only act collectively as a body in a properly noticed and constituted public meeting.

Rule 2.1: A City Commissioner shall not take action on behalf of the City Commission unless expressly authorized to do so by the City Commission in a duly noticed and constituted public meeting.

Rule 2.2: A City Commissioner shall not use his or her official office as a means of advancing personal opinions through public statements whereby an inference can be drawn that they are speaking on behalf of the City Commission as a whole.

Rule 2.3: A City Commissioner shall make no promises or representations on behalf of the City Commission or City unless expressly authorized to do so by the City Commission in a duly noticed and constituted public meeting.

Rule 2.4: To ensure fairness and due process, all decisions made by a city commissioner must be based solely upon the record presented in an open meeting of the city commission wherein the public, following due notice, has had the opportunity to participate in the process and to be heard prior to the final decision.

Rule 2.4. (a) Except as provided for in quasi-judicial proceedings as set forth in Policy No. 5, should a City Commissioner receive information concerning a City Commission agenda matter from a source who is unable to attend the meeting of the City Commission, the information should be placed into the public record by the City Commissioner prior to any decision being made by the City Commission in order to allow public comment on the information and discussion by the City Commission.

Rule 2.5: City Commissioners shall respect the public process including the right to know and the right to participate as established by the Montana Constitution, the laws of the State of Montana and rules adopted by the City Commission to ensure public participation in matters of significant interest to the public (widespread public interest) prior to final decision.

Rule 2.6: A City Commissioner shall perform his/her duties in accordance and with respect to the rules of procedure established by the City Commission to allow meaningful involvement of the public and debate between the commissioners prior to final decision.

Policy 3: A City Commissioner shall conduct himself/herself in a public meeting with civility and with proper decorum.

Rule 3.1: To retain order, a City Commissioner must first be recognized by the ~~Chairman~~Chair, and once recognized, shall limit comments to the matter currently before the city commission.

Rule 3.2: A City Commissioner shall not interrupt another City Commissioner who has the floor, nor make personal comments not germane to the business



under discussion or otherwise interfere with the orderly conduct of meetings.

Rule 3.3: A City Commissioner shall honor the efforts of the ~~chairman~~chair to keep comments of city commissioners on track with the agenda item Disagreements with the ~~chairman~~chair's decision shall be voiced politely and stating the reasons, and following a duly seconded motion may be overruled by majority vote of the entire commission.

Rule 3.4: City Commissioners shall prepare for the public meetings, listen courteously and attentively to all public discussions, treat the public with respect and courtesy and focus on the business at hand.

Rule 3.5: While it is acceptable to publicly disagree on issues, a City Commissioner shall not make derogatory comments about other city commissioners, or their opinions and actions.

Rule 3.6: A City Commissioner shall not directly enter into debate with a member of the public or staff. All comments shall be directed through the Chair.

Policy 4: An individual City Commissioner in dealing with the public outside of a duly noticed meeting shall conduct himself/herself in a manner so as not to bring reproach upon the city commission or the public process.

Rule 4.1: An individual City Commissioner shall make no promises or representations on behalf of the Commission or City.

Rule 4.2: When making public comment, a City Commissioner shall make it clear whether they are authorized to speak on behalf of the city commission as a whole, or whether they are presenting their own personal view.

Policy 5: In quasi-judicial matters, the City Commission shall comply with the fairness doctrine and due process requirements of due notice of hearing and provide an opportunity to be heard.

NOTE: The City Commission exercises a quasi-judicial function when it exercises judgment and discretion in determining the legal rights, duties or privileges of specific parties in a hearing or contested proceeding before the City Commission. Whenever exercising quasi-judicial authority, due process and the appearance of fairness doctrine requires the hearing to be held in a public forum, where the parties have been provided with adequate notice and an opportunity to be heard prior to the final decision. Most notably, the city commission exercises quasi-judicial authority in rendering land use decisions, including the zoning or rezoning of specific pieces of property, in the granting of variances or special exceptions, and in the approval or denial of subdivisions. A city commission does not act in a quasi-judicial manner when engaged in legislative matters. Example: In enacting zoning laws, the city commission exercises its legislative powers as the zoning law would have general effect throughout the community; however, when the city commission is applying the zoning law to a specific piece of property, i.e. the granting of a variance, the city commission is exercising quasi-judicial authority as

the decision affects a specific party The City Commission also exercises quasi-judicial authority in the discipline or termination of a firefighter pursuant to 4712-343-MCA.

Rule 5.1: When a quasi-judicial proceeding is pending before the City Commission, a City Commissioner shall avoid ex pane communications in connection to any issue of fact or law with any party or a party's representative.

NOTE: An ex parte communication is an oral or written communication not on the public record to which reasonable prior notice to all parties has not been given. Fairness and due process requires a City Commissioner, sitting as a quasi-judicial officer, to make his or her decision based solely upon the information presented in the public forum which has been duly noticed and where the parties have been provided an opportunity to be heard prior to final decision.

Rule 5.2: If a City Commissioner is approached by a member of the public or a party concerning a quasi-judicial matter, the City Commissioner should advise the individual that the proper forum for such communication is at the public hearing and that it is improper for the City Commissioner to discuss the matter outside of the public hearing.

Rule 5.3: If an ex pane communication which is unavoidable is made to a city commissioner concerning a quasi-judicial matter, the city commissioner at the beginning of the hearing shall disclose the content of the communication, as well as the person who made the communication so that the parties may address such communication in the hearing prior to final decision. If necessary, additional time maybe allotted for the parties to address the ex -arte communication.

**Enforcement**

The City Commission is committed to maintain a productive work environment and to that end, every City Commissioner is expected to observe these policies and rules when engaged in City business. The goal of enforcement of this Code of Conduct is corrective, rather than penal, and a progressive approach to curing violations shall be employed, beginning with informal methods and proceeding to more formal methods as necessary.

Violations of this code of conduct, may be enforced as follows:

- 1. Informal counseling means a decision by the ~~chairman~~Chair of the City Commission, while the City Commission is in session, that a City Commissioner is out of order or is in violation of the Code or Conduct. The Chair may be determined to be out of order by a motion duly seconded and approved by a majority of the Commissioners present;

- 2. Formal discipline means a decision by the City Commission as a body concerning a violation of the Rules of conduct by a City Commissioner which is formalized by a public reprimand (oral) or by public censure (written) as hereinafter set forth, or
- 3. Expulsion from the public meeting by 2/3 vote (4 of 5) of the elected membership of the City Commission during which the Rules of Conduct are violated.

Violations of this code that require formal discipline or which occur outside of a public meeting may be handled as follows:

- 1. The City Commission may determine in a public meeting whether there is a reasonable ground to believe that a violation of this Code of Conduct has occurred. If so, the City Commissioner accused of said violation shall be advised of the nature of the violation in writing and that the matter will be heard before the City Commission at a specific time and place.
- 2. If the City Commissioner admits that allegation is true, the City Commission may impose one or more of the following sanctions:
  - i, Public reprimand (oral) by vote of commission
  - ii. Public censure (written) formalized by a resolution
  - iii. Removal from committee/board assignments
- 3. Should the City Commissioner deny the allegations, following due notice, a public hearing on the charge will be held wherein evidence and testimony will be presented, to the City Commission as a whole. If the City Commission as a body finds by a preponderance of the evidence that the violation is substantiated, the City Commission may impose one or more of the following sanctions:
  - i. Public reprimand (oral) by vote of commission
  - ii. Public censure (written) formalized by a resolution
  - iii. Removal from committee/board assignments.

***State Open Records Laws***

The records of the City of Livingston are generally open and available for public inspection at any time. The Montana Secretary of State has promulgated regulations for record retention that the City adheres to. Documents that are not available to the public include: closed meeting minutes; criminal justice information; attorney-client work product; and personnel records. Commissioners should understand that their communications and documents are generally available for public inspection regardless of the device or program used to create, share or store them. Commissioners are encouraged to review the Secretary of State [website](#) to learn more.

***Procedure to Replace Commissioners***

Both Montana Code Annotated and the Livingston Municipal Code provide a framework for the removal of Commissioners. While such an action is unusual and should only be contemplated in the most dire of circumstances, Commissioners should understand the provisions of MCA 7-4-4113, LMC 2-43 and the Code of Conduct in this document.

**Relevant Statutory References**

MCA 2-2-103. Public trust -- public duty.

(1) The holding of public office or employment is a public trust, created by the confidence that the electorate reposes in the integrity of judicial officers, public officers, legislators, and public employees. A judicial officer, public officer, judge, legislator, or public employee shall carry out the individual's duties for the benefit of the people of the state.

(2) A judicial officer, public officer, judge, legislator, or public employee whose conduct departs from the person's public duty is liable to the people of the state and is subject to the penalties provided in this part for abuse of the public's trust.

(3) This part sets forth various rules of conduct, the transgression of any of which is a violation of public duty, and various ethical principles, the transgression of any of which must be avoided.

(4) (a) The enforcement of this part for:

(i) judicial officers, state officers, judges, legislators, and state employees is provided for in 2-2-136;

(ii) legislators, involving legislative acts, is provided for in 2-2-135 and for all other acts is provided for in 2-2-136;

(iii) local government officers and employees is provided for in 2-2-144.

(b) Any money collected in the civil actions that is not reimbursement for the cost of the action must be deposited in the general fund of the unit of government.

MCA 2-2-105. Ethical requirements for public officers and public employees.

(1) The requirements in this section are intended as rules of conduct, and violations constitute a breach of the public trust and public duty of office or employment in state or local government.

(2) Except as provided in subsection (4), a public officer or public employee may not acquire an interest in any business or undertaking that the officer or employee has reason to believe may be directly and substantially affected to its economic benefit by official action to be taken by the officer's or employee's agency.

(3) A public officer or public employee may not, within 12 months following the voluntary termination of office or employment, obtain employment in which the officer or employee will take direct advantage, unavailable to others, of matters with which the officer or employee was directly involved during a term of office or during employment. These matters are rules, other than rules of general application, that the officer or employee actively helped to formulate and applications, claims, or contested cases in the consideration of which the officer or employee was an active participant.

(4) When a public employee who is a member of a quasi-judicial board or commission or of a board, commission, or committee with rulemaking authority is required to take official action on a matter as to which the public employee has a conflict created by a personal or private interest that would directly give rise to an appearance of impropriety as to the public employee's influence, benefit, or detriment in regard to the matter, the public employee shall disclose the interest creating the conflict prior to participating in the official action.

(5) A public officer or public employee may not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when the officer or employee has a substantial personal interest in a competing firm or undertaking.

MCA 7-5-4103. Council rules and discipline.

The council may determine the rules of its proceedings, punish its members for improper conduct, and expel any member for the same by a two-thirds vote of the members elected.

MCA 7-1-4141. (Effective July 1, 2024) Public meeting required.

(1) All meetings of municipal governing bodies, boards, authorities, committees, or other entities created by a municipality must be open to the public except as provided in 2-3-203.

(2) Subject to the requirements of 2-3-212, appropriate minutes must be kept of all public meetings and must be made available to the public for inspection and copying and meet the requirements of 2-3-214(2)(b).

7-1-4142. Public participation. Each municipal governing body, committee, board, authority, or entity, in accordance with Article II, section 8, of the Montana constitution and Title 2, chapter 3, shall develop procedures for permitting and encouraging the public to participate in decisions that are of significant interest to the public.

# Appendix A: Disclosure Form

## Livingston City Commission

### Disclosure Form

This form is provided to all Livingston City Commissioners to assist City Staff in identifying potential conflicts of interest. Commissioners are requested to complete the form upon taking office and at any time throughout their term that information changes. The completed form may be returned to the City Manager.

Commissioner Name: \_\_\_\_\_

Address: \_\_\_\_\_

Employer: \_\_\_\_\_

Spousal Employer: \_\_\_\_\_

Household Employers: \_\_\_\_\_

Association Memberships: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please identify any other potential conflicts that you may have: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# Appendix B

## Livingston City Commission

### APPLICATION FOR CITY COMMISSIONER

1. Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. How long have you resided in Livingston \_\_\_\_\_
4. Are you at least 18 years of age? Yes \_\_\_\_\_ No \_\_\_\_\_
5. Are you a citizen of the United States? Yes \_\_\_\_\_ No \_\_\_\_\_
6. Have you resided in the State of Montana for more than 30 days? Yes \_\_\_\_\_ No \_\_\_\_\_
7. Have you resided in Park County for more than 30 days? Yes \_\_\_\_\_ No \_\_\_\_\_
8. Have you ever been convicted of a felony? Yes \_\_\_\_\_ No \_\_\_\_\_
9. Why do you want to be a city commissioner? \_\_\_\_\_
10. Do you have any prior experience in local government? If so, please describe? \_\_\_\_\_
11. Do you have any special qualifications which you believe would be an asset to the city commission? \_\_\_\_\_
12. What do you see as the most important needs facing the City of Livingston? \_\_\_\_\_

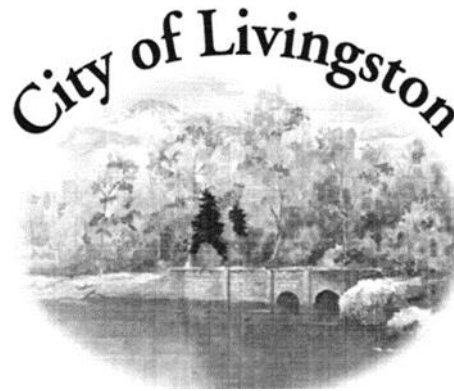
**File Attachments for Item:**

**F. AGREEMENT 20055 WITH FOUR RANGES COMMUNITY RECREATION FOUNDATION**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 12/19/2023  
To: Chair Nootz and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Memorandum of Understanding 20055 with Four Ranges Community Recreation Foundation for the Community Wellness Center Project**

**Recommendation and Summary**

Staff is recommending approval of a second Memorandum of Understanding for the Community Wellness Center project with the Four Ranges Community Recreation Foundation using the following motion:

**“I move to approve Agreement 20055 with the Four Ranges Community Recreation Foundation Inc.”**

The reasons for the update are as follows:

- The City and Foundation have been working to bring a suitable project forward to enable a community decision on the wellness center.
- Significant progress has been made on the project to advance it to a referendum question.

**Introduction and History**

The 4 Ranges Community Recreation Foundation (Foundation) was formed in 2018 to support the creation and operation of community recreation facilities in the City of Livingston. In 2019, the Foundation performed both community needs and fundraising assessments. On March 7, 2023, the City and Foundation approved a memorandum of understanding to guide their work on the community wellness center project. Since that time, the City and Foundation have worked to bring a suitable project forward to enable a community decision on the wellness center at the November election.

**Analysis**

The City and Foundation have analyzed a Special District that matches City boundaries to support the operations of the wellness center. The City has worked with the Foundation to determine the viability of the project and find opportunities to create a new Community Wellness Center.

In recent months the City and Foundation have made significant progress on the four primary aspects of the project: location, programming, capital funding and operating arrangements. A summary of the status of each element is provided herein:

**Location:** At its meeting on July 18, 2023, the City Commission designated the City property at Katie Bonnell Park as its preferred location. The location was selected subject to further environmental review. The City has obtained ground water, soil and soil gas test results from properties adjacent to the Park and those are included on the City’s [website](#). A review of the information shows that the observed levels of contaminants of concern are below established thresholds. The Foundation is performing additional site testing and those results will be made available to the public prior to the election.

Since selection of the site, the City has worked with adjacent property owners to secure access to their land for the project. The City has successfully negotiated a lease with one adjacent owner for access to 2.2 acres for the project. Similarly, the City has an agreement in principle with another adjacent owner for another 0.75 acres for the project. Adding these properties to the City’s 1.8 acre park will provide sufficient space for the Wellness Center, parking, outdoor space and possible future facility expansions.

**Programming:** The 2019 Community Needs Assessment identified a pool, gymnasium and indoor walking track as the three most desired amenities of a new facility. This was confirmed in a 2023 community survey conducted by the City. Importantly, these needs compliment the City’s recreation infrastructure replacement needs as the pool and Civic Center near the end of their useful lives. The Foundation has engaged in the preliminary design of a facility that incorporates the three elements and is within their expected fundraising capabilities.

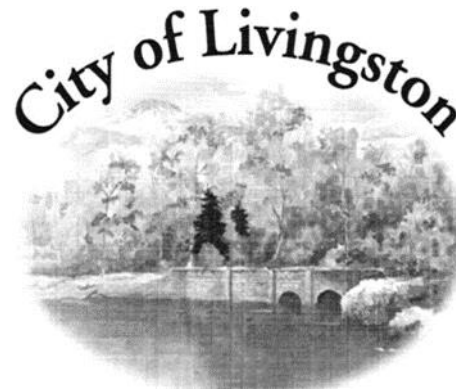
**Capital Funding:** The Foundation has received commitments for approximately \$19 million in capital gifts for the community wellness center. The Foundation plans to continue towards its capital fundraising goal of \$25 million in the coming months as the referendum is considered and design completed.

**Operations:** The operations of the Wellness Center will be funded by the special district, user fees and an endowment that will be funded by the Foundation. A separate Resolution calling a special election regarding the referendum will be presented to the Commission for its review. The resolution identifies a levy rate of 30 mills and the equivalent revenue that will be derived from that rate. As part the memorandum of understanding, the Foundation is committing to an endowment of \$5 million to support the operations of the center. As part of the operations plan, Wellness Center facilities will be

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**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

accessible without a fee to residents of the district though programming and classes will likely require a user fee for participants.

Given the status of each project element, City staff is recommending that the Commission continue the partnership with the Foundation to bring a referendum forward to City electors. In order to do so, the attached memorandum of understanding has been created to guide the next phase in this project which will extend until the election results are known.

If the referendum is successful, a subsequent agreement will be created between the City and Foundation to guide the project. That agreement will more fully detail the execution of the project. That agreement will include a temporary transfer of the Katie Bonnell Park land to the Foundation to facilitate the design and construction of the facility, including required environmental mitigation. Upon completion of construction and expiration of grant funding requirements, the land and improvements (including Wellness Center) will be returned to the City to own and operate the facility in perpetuity.

**Fiscal Impact**

There is no fiscal impact arising from the agreement.

**Strategic Alignment**

The improvement of community recreation facilities is related to several objectives of the growth policy, including 2.2.2, and 3.2.1.

**Attachments**

- Attachment A: Agreement 20055
- Attachment B: Draft Operations Plan

**MEMORANDUM OF UNDERSTANDING 20055**

**REGARDING THE DEVELOPMENT OF RECREATION AND COMMUNITY  
FACILITIES IN THE CITY OF LIVINGSTON**

The City of Livingston, Montana, a political subdivision of the State of Montana with its principal office located at 220 East Park Street, Livingston, Montana (“CITY”) and 4 Ranges Community Recreation Foundation Incorporated, a Montana Non-Profit registered at 414 E. Callender Street, Livingston, Montana (“Foundation”) do hereby enter into this Memorandum of Understanding (“MOU”) effective this \_\_\_\_\_ day of December, 2023:

**RECITALS**

**WHEREAS**, the CITY is contemplating the future of its community recreation facilities and seeking long-term solutions that provide opportunities for all members of the community to participate in, and benefit from, recreational programs; and

**WHEREAS**, the FOUNDATION was created to cooperate with the CITY to develop well-maintained and publicly-accessible facilities; and

**WHEREAS**, the CITY and FOUNDATION agree that the current recreation facilities and programs of the City of Livingston and Park County, Montana, can be improved; and

**WHEREAS**, the CITY and FOUNDATION agree that unique opportunities exist to evaluate the provision of recreation facilities and programs in Park County; and

**WHEREAS**, the CITY and FOUNDATION have previously agreed to evaluate opportunities for recreation facilities in Livingston, Montana, and have identified an opportunity to create a new recreation center at the City’s Katie Bonnell Park.

**NOW, THEREFORE**, be it resolved that the CITY and FOUNDATION agree to collaborate to pursue the creation of a new recreation center to be owned and operated by the City of Livingston.

Specifically, the CITY and FOUNDATION agree as follows:

1. **TERM** As of the effective date of this MOU determined above, the CITY and



FOUNDATION agree to actively pursue the development of a community recreation facility at Katie Bonnell Park through a public referendum at a special election. This memorandum shall be in effect until the completion of the special election at which time an additional agreement is contemplated to guide the project if the district is approved by voters. This memorandum may be terminated as provided for in Section 5 of this agreement.

2. **FUNDING** The CITY and FOUNDATION agree that certain activities will be funded as noted in Section 3 DUTIES.
3. **DUTIES** The CITY and FOUNDATION agree that they will collaborate in the development and operation of recreational facilities in the following manner:
  - a. The City Shall:
    - i. Organize and, in conjunction with the Park County Clerk and Recorder, conduct a special election in accordance with statutory requirements.
    - ii. Upon passage of a referendum, provide the FOUNDATION with control of Katie Bonnell Park as required by the New Market Tax Credit Program, if it is utilized to support the development of new recreational facilities.
    - iii. Actively seek funding opportunities through the DEQ Brownfield Program to support the project.
    - iv. Assume responsibility for the operation and management of the newly constructed facility upon completion.
  - b. The Foundation Shall:
    - i. Fund all expenses associated with the special election.
    - ii. Generate resources sufficient to fund the design and construction of the recreation center, aligning with the requirements set forth by the City and other administrative agencies of the State of Montana.
    - iii. Generate resources sufficient to create a quasi-endowment and/or an endowment with a minimum target of \$5M in collective value to support the operations of the facility.
    - iv. Temporarily hold control of the property and subsequently return such control to the CITY upon the expiration of the requirements of the New

Market Tax Credit Program.

v. Manage the design and construction of the recreation facility in conjunction with the CITY and in support of the project goals.

- 4. **INDEPENDENT AGREEMENTS** The CITY and FOUNDATION agree that this MOU may require one or more subsequent independent agreements to be executed. Each agreement executed subsequent to this MOU shall be considered independent.
- 5. **TERMINATION** The CITY and FOUNDATION agree that this MOU may be terminated by any party with fifteen (15) days written notice provided to all parties.
- 6. **NOTICE** The CITY and FOUNDATION agree that all notices related to this MOU shall be delivered as follows. The individuals identified below shall serve as the primary points of contact for their organizations.

a. To the City:

Grant Gager, City Manager  
 220 East Park Street  
 Livingston, Montana 59047  
 CityManager@LivingstonMontana.org

b. To the Foundation:

Andrew Field, Chair  
 PO Box 1005  
 Livingston, Montana 59047

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF LIVINGSTON**

**4 RANGES COMMUNITY RECREATION  
FOUNDATION INC.**

\_\_\_\_\_  
**Melissa Nootz, Chair**

\_\_\_\_\_  
**Andrew Field, Chair**

\_\_\_\_\_  
**Emily Hutchinson, City Clerk**

Community Wellness Center

Initial Operations Plan

	Year 1 (FY 2027) 9 mo. of Operations	Year 2 (FY 2028)	Year 3 (FY 2029)	Year 4 (FY 2030)	Year 5 (FY 2031)	Year 6 (FY 2032)	Year 7 (FY 2033)	Year 8 (FY 2034)	Year 9 (FY 2035)	Year 10 (FY 2036)
<b>Revenue</b>										
District Revenue	933,965	947,974	947,974	995,373	995,373	1,045,142	1,045,142	1,097,399	1,097,399	1,152,269
User Fees	465,000	480,475	496,480	513,032	530,152	547,858	566,171	585,112	604,704	624,967
Sale of Goods	3,500	3,553	3,606	3,660	3,715	3,770	3,827	3,884	3,943	4,002
Miscellaneous Revenue	5,000	5,075	5,151	5,228	5,307	5,386	5,467	5,549	5,632	5,717
Endowment Support	-	250,000	260,138	259,652	260,321	259,813	260,536	260,040	260,855	260,413
<b>Total Revenue</b>	<b>1,407,465</b>	<b>1,687,077</b>	<b>1,713,349</b>	<b>1,776,945</b>	<b>1,794,868</b>	<b>1,861,970</b>	<b>1,881,143</b>	<b>1,951,985</b>	<b>1,972,533</b>	<b>2,047,367</b>
<b>Expenditures</b>										
Salary and Benefits	845,208	1,183,291	1,212,873	1,243,195	1,274,275	1,306,132	1,338,785	1,372,255	1,406,561	1,441,725
Operating Supplies	175,500	243,830	248,216	252,697	257,274	261,949	266,725	271,603	276,587	281,679
Services	15,000	20,000	20,000	20,000	20,000	20,001	20,002	20,003	20,004	20,005
Utilities	161,250	221,450	226,986	232,661	238,477	244,439	250,550	256,814	263,234	269,815
Capital and Contingency	11,250	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
<b>Total Expenditures</b>	<b>1,208,208</b>	<b>1,683,571</b>	<b>1,723,076</b>	<b>1,763,553</b>	<b>1,805,026</b>	<b>1,847,521</b>	<b>1,891,062</b>	<b>1,935,676</b>	<b>1,981,387</b>	<b>2,028,225</b>
<b>Net Income</b>	<b>199,257</b>	<b>3,506</b>	<b>(9,727)</b>	<b>13,392</b>	<b>(10,158)</b>	<b>14,449</b>	<b>(9,919)</b>	<b>16,310</b>	<b>(8,854)</b>	<b>19,143</b>
Beginning Operating Fund Balance	-	199,257	202,763	193,036	206,428	196,270	210,718	200,799	217,109	208,255
Net Income	199,257	3,506	(9,727)	13,392	(10,158)	14,449	(9,919)	16,310	(8,854)	19,143
Ending Operating Fund Balance	199,257	202,763	193,036	206,428	196,270	210,718	200,799	217,109	208,255	227,398
Endowment Balance	5,000,000	5,202,763	5,193,036	5,206,428	5,196,270	5,210,718	5,200,799	5,217,109	5,208,255	5,227,398

Initial Staffing Plan

Position	SU	M	6a-9p TU	6a-9p W	6a-9p TH	6a-9p F	6a-9p SA	Wkly Hrs	Wage	Annual Salary	Benefit Est.
Front Desk			8	8	8	8	8	40	\$ 21	\$ 43,680	\$ 17,472
Front Desk			8	8	8	8	8	40	\$ 21	\$ 43,680	\$ 17,472
Other Amenity			8	8	8	8	8	40	\$ 21	\$ 43,680	\$ 17,472
Other Amenity			8	8	8	8	8	40	\$ 21	\$ 43,680	\$ 17,472
Pool			8	8	8	8	8	40	\$ 24	\$ 49,920	\$ 19,968
Pool			8	8	8	8	8	40	\$ 24	\$ 49,920	\$ 19,968
Pool			8	8	8	8	8	40	\$ 24	\$ 49,920	\$ 19,968
Pool			8	8	8	8	8	40	\$ 24	\$ 49,920	\$ 19,968
ChildZone			8	8	8	8	8	40	\$ 25	\$ 52,000	\$ 20,800
ChildZone			8	8	8	8	8	40	\$ 25	\$ 52,000	\$ 20,800
Maintenance			8	8	8	8		40	\$ 26	\$ 54,080	\$ 21,632
Maintenance	8		8			8	8	40	\$ 26	\$ 54,080	\$ 21,632
Director			8	8	8	8		40	\$ 45	\$ 93,600	\$ 37,440
Facility/Pool Mgr			8	8	8	8	8	40	\$ 30	\$ 62,400	\$ 24,960
Programming Mgr			8	8	8	8		40	\$ 30	\$ 62,400	\$ 24,960
Total	8	32	112	112	120	120	96	600		804,960	321,984
Rec Staff Hours	0	0	64	64	64	64	64				

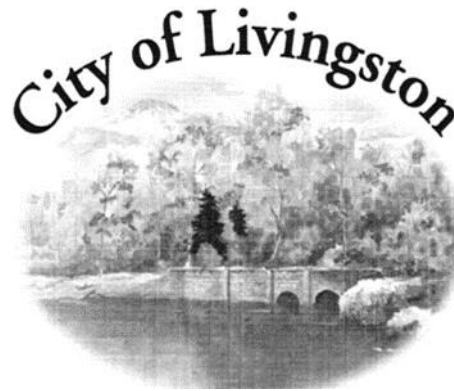
**File Attachments for Item:**

**G. DISCUSSION ON CITY LOGO**

**City Manager**  
Grant Gager

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**Chairperson**  
Melissa Nootz

**Vice Chair**  
Karrie Kahle

**Commissioners**  
Mel Friedman  
Quentin Schwarz  
Torrey Lyons

Date: 12/19/2023  
To: Chair Nootz and City Commissioners  
From: Grant Gager, City Manager

### **Staff Report Seeking Approval of a New City Logo**

#### **Recommendation and Summary**

Staff is seeking Commission approval of a new logo. If one of the presented logos is acceptable to the Commission, the following motion may be used.

“I move to approve logo option \_\_\_\_\_ as the City of Livingston’s official logo.”

The reasons for the update and request for direction are as follows:

- The Abbi Agency was awarded a contract for logo and branding services at the May 16, 2023, City Commission meeting.
- The Abbi Agency, City staff and the Commission have worked collaboratively to develop a new logo for the City of Livingston.

#### **Introduction and History**

At the Commission’s direction, the City of Livingston released a Request for Proposals for branding and logo development services. In May, a contract was awarded to the Abbi Agency and City staff has worked with their team since then to develop logo concepts. In August, the City released a poll to gather community input on the development of a new logo to determine which local features and colors were preferred for inclusion in a new logo.

The City Commission provided direction at its October 3, 2024 meeting regarding several logo options. The Abbi Agency revised the two finalist options based on that Commission’s input which were provided to the City Commission on November 21, 2023. At that meeting, there was no majority opinion favoring a particular concept. At the December 5, 2023, meeting, a motion was made to revisit the logo conversation and this item was added to the current agenda.

#### **Analysis**

The survey conducted by City staff determined that logo option 2.C. was the most highly ranked choice while Logo Option 1.A was the second most highly preferred choice. City staff welcomes Commission direction and offers that the selection of a logo in the presented black and white coloration may provide an opportunity to move forward with the project. As the City works with the vendor to finalize the City’s design manual, colorization of the logo may be considered.



**Fiscal Impact**

The FY 2024 budget includes funding for this project. There is no fiscal impact arising from this update or the Commission’s direction.

**Strategic Alignment**

Strategy 6.2.3.1 of the Growth Policy is to develop a coherent and unique marketing strategy and branding that is consistent through all media. A reproducible logo is critical to effective branding.

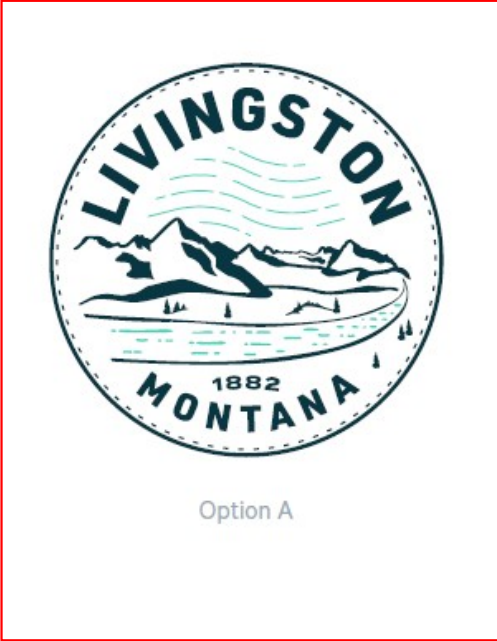
**Attachments**

Attachment A: Revised Logo Concepts



Concept 1	Concept 2
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# Concept 1



Option A



Option B



Option C



# Concept 2



Option A



Option B



Option C

