



Livingston City Commission Agenda

March 03, 2020

5:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Public Comment

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

6. Consent Items

A. APPROVE MINUTES FROM 2.4.2020 COMMISSION MEETING. Pg.

B. RATIFY CLAIMS PAID 02/15/2020-02/29/2020 Pg.

C. CONSENT - Judge's Monthly Report - January 2020 Pg.

D. CONSENT - Pledged Securities Pg.

E. ACCEPTING AIMEE KAUFMANS APPLICATION TO FILL VACANCY ON CITY POLICE COMMISSION. Pg.

F. ACCEPTING STACY JOVICKS APPLICATION TO FILL CITY PLANNING BOARD VACANCY. Pg.

7. Proclamations

8. Scheduled Public Comment

A. ALEXIS VAN PERNIS ENERGY CORPS INTERN, PRESENTATION TO CITY COMMISSION.

9. Public Hearings

A. ORDINANCE NO. 2086: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, TO REVIEW AND PROPOSE AMENDMENTS TO A SELF GOVERNMENT CHARTER OR ADOPTED ALTERNATIVE FORM OF GOVERNMENT BY SUBMISSION OF THE QUESTIONS TO THE ELECTORS AS SET FORTH IN SECTION 7-3-149 AND 7-3-103 OF THE MONTANA CODE ANNOTATED. Pg.

10. Ordinances

11. Resolutions

A. RESOLUTION NO. 4890: A RESOLUTION FO THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN AGREEMENT WITH THE MONTANA HISTORIC

**PRESERVATION OFFICE FOR GRANT FOR LOCAL HISTORIC PRESERVATION FOR PERIOD
APRIL 1, 2020 TO MARCH 31, 2021.** Pg.

12. Action Items

- A. DISCUSS/APPROVE/DENY: CITY COMMISSION TO DIRECT CITY ZONING COMMISSION TO DEVELOP AND DRAFT AN ORDINANCE BASED ON THE ZONING COMMISSIONS RECOMMENDATION TO DEVELOP AND ADOPT AN ORDINANCE ALLOWING ACCESSORY DWELLING UNITS (ADU) WITHIN THE JURISDICTION OF THE CITY.** Pg.

13. City Manager Comment

14. City Commission Comments

15. Adjournment

Calendar of Events

MARCH
2020

CALENDAR MONTH MARCH
CALENDAR YEAR 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3 City Commission Meeting 5:30 p.m.	4	5	6
8	9	10 Historic Preservation Committee mtg. 3:30 p.m. City Commission Worksession 5:30 pm	11 City Conservation Board Meeting 5:00-7:00 pm.	12	13	14 Commissioner Listening Session, Windy City Auction Gallery 9-11 am
15	16	17 City Commission Meeting 5:30 p.m.	18 Library Board mtg. 4pm Planning Board mtg. 5:30pm Sister City Board mtg. 7pm	19 City Tree Board Meeting Noon	20	21
22	23	24	25 Parks and Trails Committee Meeting 6:00pm	26	27	28

Supplemental Material

Notice

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

LIVINGSTON CITY COMMISSION MINUTES

Tuesday, February 18, 2020, 5:30 pm
City-County Complex, Community Room

1 Call to Order

2 Roll Call

- * Hoglund, Schwarz, Friedman, Mabie and Nootz were present.

3 Moment of Silence

4 Pledge of Allegiance

5 Public Comments (00:01:30)

- * Leslie Fiegle made comments
- * Patricia Grabow made comments

6 Consent Items (00:08:47)

- * Schwarz motioned to approve A through D and to pull E for discussion, seconded by Mabie.
- * All in favor, motion passed 5-0.
- * Schwarz wanted to know what criteria was used by the Planning Board to make their recommendation for a new member, there were many qualified applicants.
- * Kardoes made comments
- * Nootz made comments
- * Mabie made comments
- * Schwarz made motion to table item C for more time to consider, Hoglund seconded.
All in favor, motion passed 5-0.

7 Proclamations

8 Scheduled Public Comment

9 Public Hearings

10 Ordinances (00:25:09)

A. Ordinance No. 2085: An Ordinance of the City Commission of the City of Livingston, Montana Requiring all buildings to comply with the Building Codes and amending Ordinance No. 2053 as codified by Chapter 6 of the Livingstontn Municipapl Code, by adopting by reference the 2018 International Building Code (IBC); the 2018 International Residential Code (IRC) the 2018 International Swimming Pool and Spa Code (ISPSC); and the 2018 International Existing Building Code.

- * Kardoes gave opening comments
- * Patricia Grabow made comments (00:26:11)
- * Nootz made comments (00:28:31)
- * Friedman made motion, Nootz seconded.
All in favor, motion passes 5-0.

11 Resolutions

12 Action Items (00:00:00)

A. Discuss: Quarterly Fund Summary Report from City Finance Director, Paige Fetterhoff.

- * Kardoes gave opening comments
- * Schwarz made comments (00:33:09)

B. Discuss/Approve/Deny: Livingston Business Improvement Districts updated by-laws.(00:35:00)

- * Kardoes gave opening comments
- * Patricia Grabow made comments (00:38:10)
- * Mabie made comments (00:45:50)
- * Schwarz made comments (00:47:27)
- * Hogleund made comments (00:54:24)
- * Nootz made comments (00:58:44)

C. Discuss: City Attorneys Legal opinion regarding planning boards inquiry " Is the Planning Board mandated by statute to run the Growth Policy Process?" (01:03:33)

- * Lawellin gave opening statement
- * Nootz made comments (01:07:00)
- * Mabie made comment (01:07:54)
- * Kardoes made comments (01:08:26)
- * Hogleund made comments (01:09:23)
- * Friedman made comments (01:13:26)

13 City Manager Comments (01:14:41)

- * Received \$15k grant from Dept. of Commerce, for the MT Main Street downtown project.
- * Updated Growth Policy Surveys count.

14 City Commissioner Comments

- * Nootz made comments (01:16:46)
- * Mabie made comments (01:20:40)
- * Friedman made comments (01:21:31)
- * Schwarz made comments (01:22:11)
- * Hogleund made comments (01:23:23)

15 Adjournment (01:27:12) 7:01 p.m.

PUBLIC COMMENT
SIGN-IN
FEB. 18, 2020

PRINT NAME & ADDRESS:

AGENDA SECTION

public comment
public comment

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Leslie Fergel Liv Chamber
Patricia Grabow 204 E. Calleada

Item Attachment Documents:

B. RATIFY CLAIMS PAID 02/15/2020-02/29/2020

Report Criteria:
 Detail report type printed

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
23	CARQUEST AUTO PARTS	1912465907	Diesel Supplement	1	02/11/2020	220.68	.00	220.68	90935	02/26/2020
		1912466079	MOTOR OIL	1	02/13/2020	31.71	.00	31.71	90935	02/26/2020
		1912466101	CLEANING SUPPLIES	1	02/13/2020	20.21	.00	20.21	90935	02/26/2020
		1912466113	MOTOR OIL	1	02/13/2020	50.07	.00	50.07	90935	02/26/2020
		1912466453	RNX WIPER BLADES	1	02/18/2020	167.40	.00	167.40	90935	02/26/2020
Total 23:						490.07	.00	490.07		
34	MOUNTAIN AIR SPORTS	9987	Basketball Uniforms	1	01/30/2020	1,935.50	.00	1,935.50	90956	02/26/2020
		9998	Basketball Uniforms	1	01/30/2020	2,126.00	.00	2,126.00	90956	02/26/2020
Total 34:						4,061.50	.00	4,061.50		
55	LIVINGSTON HEALTH CA	17171	Patient Supplies	1	02/11/2020	180.79	.00	180.79	90950	02/26/2020
Total 55:						180.79	.00	180.79		
89	BUDGET AUTO GLASS	192550	Windshield Replacem	1	07/15/2019	240.00	.00	240.00	90933	02/26/2020
Total 89:						240.00	.00	240.00		
98	GRAYBEAL'S ALL SERVIC	94272	330 bennett street	1	12/31/2019	55.00	.00	55.00	90942	02/26/2020
Total 98:						55.00	.00	55.00		
102	INDUSTRIAL TOWEL	1406200	Towel Service	1	01/02/2020	15.23	.00	15.23	90924	02/21/2020
		1689900	Towel Service	1	01/30/2020	30.46	.00	30.46	90913	02/21/2020
		18385	CITY COMPLEX	1	02/13/2020	36.00	.00	36.00	90944	02/26/2020
		18627	110 south b	1	02/14/2020	34.46	.00	34.46	90944	02/26/2020
Total 102:						116.15	.00	116.15		
122	DEPARTMENT OF REVEN	22-FINAL	DAC - Gross Receipts	1	10/30/2019	4,769.24	.00	4,769.24	90816	02/07/2020
Total 122:						4,769.24	.00	4,769.24		
151	NORTHWESTERN ENER	1079871	UTILITIES	1	02/10/2020	1,206.17	.00	1,206.17	90909	02/21/2020
		3120133-8	110 S B St	1	02/10/2020	204.93	.00	204.93	88061	01/25/2019
		3120133-8	110 S B Street	2	02/10/2020	167.78	.00	167.78	84721	09/06/2017
		3120133-8	110 South B St.	3	02/10/2020	148.24	.00	148.24	84922	10/04/2017
		3120133-8	110 S B St.	4	02/10/2020	202.05	.00	202.05	88279	02/26/2019
		3120133-8	110 S B St	5	02/10/2020	333.15	.00	333.15	88472	03/26/2019
		3120133-8	110 S B St.	6	02/10/2020	200.61	.00	200.61	88659	04/23/2019
		3120133-8	110 S B St.	7	02/10/2020	190.73	.00	190.73	88845	05/21/2019
		3120133-8	110 South B St	8	02/10/2020	172.73	.00	172.73	89556	08/22/2019
		3120133-8	110 S B St	9	02/10/2020	137.19	.00	137.19	89883	10/01/2019
		3120133-8	110 S B St	10	02/10/2020	169.19	.00	169.19	90074	10/23/2019
		3120133-8	110 South B St.	11	02/10/2020	224.73	.00	224.73	90964	02/26/2020
Total 151:						3,357.50	.00	3,357.50		
153	POWERS, DIANE	2020_02	UNUM Basic Life Refund	1	02/05/2020	19.60	.00	19.60	90819	02/10/2020

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 153:						19.60	.00	19.60		
255	PARK COUNTY HEALTH	74	Immunization Vaccines	1	02/13/2020	130.00	.00	130.00	90965	02/26/2020
Total 255:						130.00	.00	130.00		
264	THYSSENKRUPP ELEVAT	3005075858	maintenance contract	1	02/01/2020	975.81	.00	975.81	90906	02/21/2020
Total 264:						975.81	.00	975.81		
272	PARK COUNTY	1145	HVAC Vent Cover- 37%	1	02/05/2020	8.88	.00	8.88	90843	02/11/2020
		1145	COL Ph/Int Oth Sites-Jan-2	2	02/05/2020	82.40	.00	82.40	90843	02/11/2020
		1145	COL Ph/Int Oth Sites-Jan-2	3	02/05/2020	90.60	.00	90.60	90843	02/11/2020
		1145	COL Ph/Int Oth Sites-Jan-2	4	02/05/2020	108.72	.00	108.72	90843	02/11/2020
		1145	COL Ph/Int Oth Sites-Jan-2	5	02/05/2020	108.72	.00	108.72	90843	02/11/2020
		1145	COL Ph/Int Oth Sites-Jan-2	6	02/05/2020	108.72	.00	108.72	90843	02/11/2020
		1145	COL Ph/Int Oth Sites-Jan-2	7	02/05/2020	108.72	.00	108.72	90843	02/11/2020
		1145	COL Ph/Int Oth Sites-Jan-2	8	02/05/2020	108.72	.00	108.72	90843	02/11/2020
		1145	COL Ph/Int Oth Sites-Jan-2	9	02/05/2020	713.51	.00	713.51	90843	02/11/2020
		1145	COL Ph/Int Oth Sites-Jan-2	10	02/05/2020	713.51	.00	713.51	90843	02/11/2020
		1145	COL Ph/Int Oth Sites-Jan-2	11	02/05/2020	204.68	.00	204.68	90843	02/11/2020
		1145	COL Ph/Int Oth Sites-Jan-2	12	02/05/2020	204.68	.00	204.68	90843	02/11/2020
		1145	COL Ph/Int Oth Sites-Jan-2	13	02/05/2020	102.34	.00	102.34	90843	02/11/2020
		1145	COL Ph/Int Oth Sites-Jan-2	14	02/05/2020	24.56	.00	24.56	90843	02/11/2020
		1145	COL Ph/Int Oth Sites-Jan-2	15	02/05/2020	77.78	.00	77.78	90843	02/11/2020
		1145	COL Ph/Int 23.5% to Oct'2	16	02/05/2020	159.48	.00	159.48	90843	02/11/2020
		1145	COL Ph/Int 23.5% to Oct'2	17	02/05/2020	1,129.80	.00	1,129.80	90843	02/11/2020
		1145	COL Ph/Int 23.5% to Oct'2	18	02/05/2020	26.17	.00	26.17	90843	02/11/2020
		1145	COL Ph/Int 23.5% to Oct'2	19	02/05/2020	26.18	.00	26.18	90843	02/11/2020
		1145	COL Ph/Int 23.5% to Oct'2	20	02/05/2020	31.42	.00	31.42	90843	02/11/2020
		1145	COL Ph/Int 23.5% to Oct'2	21	02/05/2020	31.42	.00	31.42	90843	02/11/2020
		1145	COL Ph/Int 23.5% to Oct'2	22	02/05/2020	31.42	.00	31.42	90843	02/11/2020
		1145	COL Ph/Int 23.5% to Oct'2	23	02/05/2020	31.42	.00	31.42	90843	02/11/2020
		1145	COL Ph/Int 23.5% to Oct'2	24	02/05/2020	31.40	.00	31.40	90843	02/11/2020
		1145	Sparkplugs & Pliers- 37%	25	02/05/2020	10.13	.00	10.13	90843	02/11/2020
		1145	Analog Line- Lobby Elevat	26	02/05/2020	7.72	.00	7.72	90843	02/11/2020
		1145	Paper Recycling- Aug- 37	27	02/05/2020	120.25	.00	120.25	90843	02/11/2020
		1145	Janitorial Svc & Sply City-3	28	02/05/2020	1,967.20	.00	1,967.20	90843	02/11/2020
		1145	On Call Support- Dec- 50%	29	02/05/2020	8.56	.00	8.56	90843	02/11/2020
		1145	On Call Support- Dec- 50%	30	02/05/2020	3.42	.00	3.42	90843	02/11/2020
		1145	On Call Support- Dec- 50%	31	02/05/2020	1.71	.00	1.71	90843	02/11/2020
		1145	On Call Support- Dec- 50%	32	02/05/2020	1.71	.00	1.71	90843	02/11/2020
		1145	On Call Support- Dec- 50%	33	02/05/2020	1.97	.00	1.97	90843	02/11/2020
		1145	On Call Support- Dec- 50%	34	02/05/2020	3.42	.00	3.42	90843	02/11/2020
		1145	On Call Support- Dec- 50%	35	02/05/2020	3.42	.00	3.42	90843	02/11/2020
		1145	On Call Support- Dec- 50%	36	02/05/2020	5.14	.00	5.14	90843	02/11/2020
		1145	On Call Support- Dec- 50%	37	02/05/2020	25.68	.00	25.68	90843	02/11/2020
		1145	On Call Support- Dec- 50%	38	02/05/2020	23.97	.00	23.97	90843	02/11/2020
		1145	On Call Support- Dec- 50%	39	02/05/2020	1.46	.00	1.46	90843	02/11/2020
		1145	On Call Support- Dec- 50%	40	02/05/2020	1.71	.00	1.71	90843	02/11/2020
		1145	On Call Support- Dec- 50%	41	02/05/2020	.89	.00	.89	90843	02/11/2020
		1145	On Call Support- Dec- 50%	42	02/05/2020	5.14	.00	5.14	90843	02/11/2020
		1145	On Call Support- Dec- 50%	43	02/05/2020	15.41	.00	15.41	90843	02/11/2020
		1145	On Call Support- Dec- 50%	44	02/05/2020	.89	.00	.89	90843	02/11/2020
		1145	On Call Support- Dec- 50%	45	02/05/2020	5.14	.00	5.14	90843	02/11/2020
		1145	On Call Support- Dec- 50%	46	02/05/2020	1.03	.00	1.03	90843	02/11/2020

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date	
		1145	On Call Support- Dec- 50%	47	02/05/2020	2.57	.00	2.57	90843	02/11/2020	
		1145	On Call Support- Dec- 50%	48	02/05/2020	1.71	.00	1.71	90843	02/11/2020	
		1145	On Call Support- Dec- 50%	49	02/05/2020	1.30	.00	1.30	90843	02/11/2020	
		1145	On Call Support- Dec- 50%	50	02/05/2020	.86	.00	.86	90843	02/11/2020	
		1145	On Call Support- Dec- 50%	51	02/05/2020	6.85	.00	6.85	90843	02/11/2020	
		1145	On Call Support- Dec- 50%	52	02/05/2020	1.71	.00	1.71	90843	02/11/2020	
		1145	On Call Support- Dec- 50%	53	02/05/2020	1.03	.00	1.03	90843	02/11/2020	
		1145	On Call Support- Dec- 50%	54	02/05/2020	3.42	.00	3.42	90843	02/11/2020	
		1145	On Call Support- Dec- 50%	55	02/05/2020	3.42	.00	3.42	90843	02/11/2020	
		1145	On Call Support- Dec- 50%	56	02/05/2020	23.96	.00	23.96	90843	02/11/2020	
		1145	Elevator Qtrly Maint- Lobby	57	02/05/2020	325.56	.00	325.56	90843	02/11/2020	
		1145	HOOKS & SWITCH- 37%	58	02/05/2020	19.97	.00	19.97	90843	02/11/2020	
		1145	Ballast, Glue Tape, LED Bu	59	02/05/2020	26.26	.00	26.26	90843	02/11/2020	
		1145	LED Bulb, Fasteners- 37%	60	02/05/2020	5.29	.00	5.29	90843	02/11/2020	
		1145	FASTENERS 37%	61	02/05/2020	1.76	.00	1.76	90843	02/11/2020	
		1145	Fasteners, Packing Tape 3	62	02/05/2020	17.29	.00	17.29	90843	02/11/2020	
		1145	ICE MELT- 37%	63	02/05/2020	19.97	.00	19.97	90843	02/11/2020	
		1145	Maintenance Supplies- 37	64	02/05/2020	46.02	.00	46.02	90843	02/11/2020	
		1145	Maintenance Supplies- 37	65	02/05/2020	25.26	.00	25.26	90843	02/11/2020	
		1145	Dec-Power Bill	66	02/05/2020	2,583.27	.00	2,583.27	90843	02/11/2020	
		1145	Remote Server Monitor-50	67	02/05/2020	10.92	.00	10.92	90843	02/11/2020	
		1145	Remote Server Monitor-50	68	02/05/2020	4.37	.00	4.37	90843	02/11/2020	
		1145	Remote Server Monitor-50	69	02/05/2020	2.18	.00	2.18	90843	02/11/2020	
		1145	Remote Server Monitor-50	70	02/05/2020	2.18	.00	2.18	90843	02/11/2020	
		1145	Remote Server Monitor-50	71	02/05/2020	2.51	.00	2.51	90843	02/11/2020	
		1145	Remote Server Monitor-50	72	02/05/2020	4.37	.00	4.37	90843	02/11/2020	
		1145	Remote Server Monitor-50	73	02/05/2020	4.37	.00	4.37	90843	02/11/2020	
		1145	Remote Server Monitor-50	74	02/05/2020	6.55	.00	6.55	90843	02/11/2020	
		1145	Remote Server Monitor-50	75	02/05/2020	32.74	.00	32.74	90843	02/11/2020	
		1145	Remote Server Monitor-50	76	02/05/2020	30.56	.00	30.56	90843	02/11/2020	
		1145	Remote Server Monitor-50	77	02/05/2020	1.86	.00	1.86	90843	02/11/2020	
		1145	Remote Server Monitor-50	78	02/05/2020	2.18	.00	2.18	90843	02/11/2020	
		1145	Remote Server Monitor-50	79	02/05/2020	1.13	.00	1.13	90843	02/11/2020	
		1145	Remote Server Monitor-50	80	02/05/2020	6.55	.00	6.55	90843	02/11/2020	
		1145	Remote Server Monitor-50	81	02/05/2020	19.65	.00	19.65	90843	02/11/2020	
		1145	Remote Server Monitor-50	82	02/05/2020	1.13	.00	1.13	90843	02/11/2020	
		1145	Remote Server Monitor-50	83	02/05/2020	6.55	.00	6.55	90843	02/11/2020	
		1145	Remote Server Monitor-50	84	02/05/2020	1.31	.00	1.31	90843	02/11/2020	
		1145	Remote Server Monitor-50	85	02/05/2020	3.27	.00	3.27	90843	02/11/2020	
		1145	Remote Server Monitor-50	86	02/05/2020	2.18	.00	2.18	90843	02/11/2020	
		1145	Remote Server Monitor-50	87	02/05/2020	1.66	.00	1.66	90843	02/11/2020	
		1145	Remote Server Monitor-50	88	02/05/2020	1.09	.00	1.09	90843	02/11/2020	
		1145	Remote Server Monitor-50	89	02/05/2020	8.73	.00	8.73	90843	02/11/2020	
		1145	Remote Server Monitor-50	90	02/05/2020	2.18	.00	2.18	90843	02/11/2020	
		1145	Remote Server Monitor-50	91	02/05/2020	1.31	.00	1.31	90843	02/11/2020	
		1145	Remote Server Monitor-50	92	02/05/2020	4.37	.00	4.37	90843	02/11/2020	
		1145	Remote Server Monitor-50	93	02/05/2020	4.37	.00	4.37	90843	02/11/2020	
		1145	Remote Server Monitor-50	94	02/05/2020	30.57	.00	30.57	90843	02/11/2020	
		1145	VIDEO CONF- DEC	95	02/05/2020	79.38	.00	79.38	90843	02/11/2020	
		1145	IT CITY PORTION- DEC	96	02/05/2020	274.63	.00	274.63	90843	02/11/2020	
		1145	UNLEADED GAS	97	02/05/2020	30.44	.00	30.44	90843	02/11/2020	
		Total 272:					10,183.99	.00	10,183.99		
294	CHAPPELL'S BODY SHOP	443	Prepaid car wash	1	01/31/2020	20.00	.00	20.00	90893	02/19/2020	

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 294:						20.00	.00	20.00		
391	RECORDED BOOKS,LLC	76602461	3 Audiobooks	1	01/28/2020	209.80	.00	209.80	90907	02/21/2020
Total 391:						209.80	.00	209.80		
468	LIVINGSTON FIRE SERVI	AR000164	Extinguisher Annual Maint.	1	01/23/2020	135.65	.00	135.65	90949	02/26/2020
		AR000165	Extinguisher Annual Maint.	1	01/23/2020	210.80	.00	210.80	90949	02/26/2020
		AR000173	37% Annual Extinguishers	1	01/31/2020	76.98	.00	76.98	90899	02/19/2020
Total 468:						423.43	.00	423.43		
509	DELTA SIGNS & GRAPHIC	2192	Sign	1	02/06/2020	200.00	.00	200.00	90938	02/26/2020
Total 509:						200.00	.00	200.00		
662	L.N. CURTIS & SONS	357095	FIRE FIGHTING FOAM	1	01/29/2020	443.21	.00	443.21	90835	02/11/2020
Total 662:						443.21	.00	443.21		
776	KENYON NOBLE	7549991	Supplies	1	02/12/2020	32.37	.00	32.37	90946	02/26/2020
Total 776:						32.37	.00	32.37		
879	VERIZON WIRELESS	9847947652	FEBRUARY CELLPHONE	1	02/08/2020	23.35	.00	23.35	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	2	02/08/2020	23.35	.00	23.35	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	3	02/08/2020	23.35	.00	23.35	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	4	02/08/2020	23.35	.00	23.35	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	5	02/08/2020	23.35	.00	23.35	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	6	02/08/2020	23.35	.00	23.35	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	7	02/08/2020	23.35	.00	23.35	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	8	02/08/2020	34.15	.00	34.15	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	9	02/08/2020	23.35	.00	23.35	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	10	02/08/2020	23.35	.00	23.35	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	11	02/08/2020	23.35	.00	23.35	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	12	02/08/2020	23.35	.00	23.35	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	13	02/08/2020	23.35	.00	23.35	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	14	02/08/2020	23.35	.00	23.35	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	15	02/08/2020	18.42	.00	18.42	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	16	02/08/2020	18.42	.00	18.42	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	17	02/08/2020	23.35	.00	23.35	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	18	02/08/2020	23.35	.00	23.35	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	19	02/08/2020	23.35	.00	23.35	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	20	02/08/2020	13.79	.00	13.79	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	21	02/08/2020	13.79	.00	13.79	90977	02/26/2020
		9847947652	FEBRUARY CELLPHONE	22	02/08/2020	53.96	.00	53.96	90977	02/26/2020
		9847947653	FEBRUARY CELLPHONE	1	02/08/2020	22.56	.00	22.56	90977	02/26/2020
		9847947653	FEBRUARY CELLPHONE	2	02/08/2020	33.00	.00	33.00	90977	02/26/2020
		9847947653	FEBRUARY CELLPHONE	3	02/08/2020	80.65	.00	80.65	90977	02/26/2020
		9847947653	FEBRUARY CELLPHONE	4	02/08/2020	11.27	.00	11.27	90977	02/26/2020
		9847947653	FEBRUARY CELLPHONE	5	02/08/2020	11.29	.00	11.29	90977	02/26/2020
		9847947653	FEBRUARY CELLPHONE	6	02/08/2020	22.56	.00	22.56	90977	02/26/2020
		9847947653	FEBRUARY CELLPHONE	7	02/08/2020	13.23	.00	13.23	90977	02/26/2020
		9847947653	FEBRUARY CELLPHONE	8	02/08/2020	13.24	.00	13.24	90977	02/26/2020
		9847947653	FEBRUARY CELLPHONE	9	02/08/2020	50.44	.00	50.44	90977	02/26/2020
		9847947653	FEBRUARY CELLPHONE	10	02/08/2020	22.56	.00	22.56	90977	02/26/2020

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date	
		9847947653	FEBRUARY CELLPHONE	11	02/08/2020	22.56	.00	22.56	90977	02/26/2020	
		9847947653	FEBRUARY CELLPHONE	12	02/08/2020	22.56	.00	22.56	90977	02/26/2020	
		9847947653	FEBRUARY CELLPHONE	13	02/08/2020	22.56	.00	22.56	90977	02/26/2020	
		9847947653	FEBRUARY CELLPHONE	14	02/08/2020	22.56	.00	22.56	90977	02/26/2020	
		9847947653	FEBRUARY CELLPHONE	15	02/08/2020	54.27	.00	54.27	90977	02/26/2020	
		9847947653	FEBRUARY CELLPHONE	16	02/08/2020	22.56	.00	22.56	90977	02/26/2020	
		9847947653	FEBRUARY CELLPHONE	17	02/08/2020	13.07	.00	13.07	90977	02/26/2020	
		9847947653	FEBRUARY CELLPHONE	18	02/08/2020	15.36	.00	15.36	90977	02/26/2020	
		9847947653	FEBRUARY CELLPHONE	19	02/08/2020	23.16	.00	23.16	90977	02/26/2020	
		9847947653	FEBRUARY CELLPHONE	20	02/08/2020	22.56	.00	22.56	90977	02/26/2020	
		9847947653	FEBRUARY CELLPHONE	21	02/08/2020	22.56	.00	22.56	90977	02/26/2020	
		9847947653	FEBRUARY CELLPHONE	22	02/08/2020	13.32	.00	13.32	90977	02/26/2020	
		9847947653	FEBRUARY CELLPHONE	23	02/08/2020	13.32	.00	13.32	90977	02/26/2020	
		9847947653	FEBRUARY CELLPHONE	24	02/08/2020	13.33	.00	13.33	90977	02/26/2020	
		Total 879:					1,110.68	.00	1,110.68		
1376	PARK HIGH SCHOOL	2020_01_27	Facility Use	1	01/27/2020	1,302.00	.00	1,302.00	90969	02/26/2020	
		Total 1376:					1,302.00	.00	1,302.00		
1539	INGRAM LIBRARY SERVI	CM00027503	Credit memo	1	01/10/2020	11.99-	.00	11.99-	90912	02/21/2020	
		Total 1539:					11.99-	.00	11.99-		
1548	ENCODE CORPORATION	28909	Replace Boiler Pump	1	01/20/2020	572.25	.00	572.25	90916	02/21/2020	
		Total 1548:					572.25	.00	572.25		
1783	J & H OFFICE EQUIPMEN	26361128	Canon Copier	1	01/27/2020	270.73	.00	270.73	90832	02/11/2020	
		Total 1783:					270.73	.00	270.73		
1845	GENERAL DISTRIBUTING	841601	Oxygen	1	01/31/2020	30.38	.00	30.38	90829	02/11/2020	
		Total 1845:					30.38	.00	30.38		
1920	HORIZON AUTO PARTS	873544	BLISTER PACK CAPSULE	1	02/21/2020	18.99	.00	18.99	90943	02/26/2020	
		Total 1920:					18.99	.00	18.99		
2114	BLUE CROSS/BLUE SHIE	RICAL000	Livingston Fire Refund	1	01/17/2020	998.00	.00	998.00	90818	02/10/2020	
		Total 2114:					998.00	.00	998.00		
2219	BLACKSTONE PUBLISHI	1161227	1 Audiobook	1	01/27/2020	40.00	.00	40.00	90923	02/21/2020	
		Total 2219:					40.00	.00	40.00		
2595	TOWN & COUNTRY FOO	02182020	Station Supplies	1	02/18/2020	17.42	.00	17.42	90976	02/26/2020	
		Total 2595:					17.42	.00	17.42		
2631	MONTANA STATE - FIRE	34150	Firefighter 2 Certification	1	02/12/2020	95.00	.00	95.00	90955	02/26/2020	
		Total 2631:					95.00	.00	95.00		

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2662	BOUND TREE MEDICAL,	83493476	Patient Supplies	1	01/31/2020	179.89	.00	179.89	90821	02/11/2020
		83493477	Patient Supplies	1	01/31/2020	32.99	.00	32.99	90821	02/11/2020
Total 2662:						212.88	.00	212.88		
2840	DICK ANDERSON CONST	22-FINAL	WRF pay application	1	10/30/2019	476,924.29	.00	476,924.29	90817	02/07/2020
		22-FINAL	Gross receipts tax	2	10/30/2019	4,769.24-	.00	4,769.24-	90817	02/07/2020
Total 2840:						472,155.05	.00	472,155.05		
2904	FISHER SAND AND GRAV	8584	Concrete	1	01/25/2020	390.00	.00	390.00	90894	02/19/2020
		8584	Concrete	2	01/25/2020	150.00	.00	150.00	90894	02/19/2020
Total 2904:						540.00	.00	540.00		
2939	PARK COUNTY IT	1144	DOMAIN NAME RENEWA	1	01/29/2020	15.16	.00	15.16	90908	02/21/2020
Total 2939:						15.16	.00	15.16		
2991	TITAN MACHINERY	13572415	BELT	1	02/03/2020	3,081.66	.00	3,081.66	90974	02/26/2020
Total 2991:						3,081.66	.00	3,081.66		
3040	MIDWAY RENTAL, INC.	5-1150859	RIPPER FOR E85 MX BO	1	01/16/2020	1,427.00	.00	1,427.00	90836	02/11/2020
Total 3040:						1,427.00	.00	1,427.00		
3144	POLYDYNE INC.	1425305	Clarifloc	1	01/27/2020	2,951.82	.00	2,951.82	90844	02/11/2020
Total 3144:						2,951.82	.00	2,951.82		
3184	MASTERCARD	EMTER 2020	Exam fee	1	02/02/2020	249.99	.00	249.99	90925	02/24/2020
		EMTER 2020	Vrenata SI	2	02/02/2020	12.99	.00	12.99	90925	02/24/2020
		EMTER 2020	Application and exam fee	3	02/02/2020	140.00	.00	140.00	90925	02/24/2020
		EMTER 2020	Deicer	4	02/02/2020	5.98	.00	5.98	90925	02/24/2020
		EMTER 2020	Filter	5	02/02/2020	61.08	.00	61.08	90925	02/24/2020
		EMTER 2020	Filter	6	02/02/2020	12.58	.00	12.58	90925	02/24/2020
		EMTER 2020	Filter	7	02/02/2020	230.28	.00	230.28	90925	02/24/2020
		FETTERHOF	Office supplies	1	02/02/2020	20.27	.00	20.27	90925	02/24/2020
		FETTERHOF	Postage	2	02/02/2020	24.99	.00	24.99	90925	02/24/2020
		FETTERHOF	GFOA Annual Conference	3	02/02/2020	420.00	.00	420.00	90925	02/24/2020
		FETTERHOF	Office supplies	4	02/02/2020	42.71	.00	42.71	90925	02/24/2020
		FETTERHOF	Office supplies	5	02/02/2020	42.95	.00	42.95	90925	02/24/2020
		GLASS 2020	Crisis Intervention Course	1	02/02/2020	75.00	.00	75.00	90925	02/24/2020
		GRADY 2020	desk calendar, mnla env	1	02/02/2020	5.39	.00	5.39	90925	02/24/2020
		GRADY 2020	funds added	2	02/02/2020	100.00	.00	100.00	90925	02/24/2020
		GRADY 2020	24 stamps	3	02/02/2020	13.20	.00	13.20	90925	02/24/2020
		GRADY 2020	printer toner	4	02/02/2020	26.00	.00	26.00	90925	02/24/2020
		GRADY 2020	ice melt	5	02/02/2020	10.00	.00	10.00	90925	02/24/2020
		GRADY 2020	service charges	6	02/02/2020	17.99	.00	17.99	90925	02/24/2020
		GRADY 2020	funds added	7	02/02/2020	100.00	.00	100.00	90925	02/24/2020
		HAHN 2020_	Glass	1	02/02/2020	83.31	.00	83.31	90925	02/24/2020
		HARRINGTO	battery pack	1	02/02/2020	149.99	.00	149.99	90925	02/24/2020
		HARRINGTO	MSFC member	2	02/02/2020	75.00	.00	75.00	90925	02/24/2020
		HARRINGTO	absorbent	3	02/02/2020	50.97	.00	50.97	90925	02/24/2020
		HARRINGTO	tx manual	4	02/02/2020	84.00	.00	84.00	90925	02/24/2020
		HOFFMAN 2	Printer	1	02/02/2020	448.90	.00	448.90	90925	02/24/2020

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		HOFFMAN 2	Toner	2	02/02/2020	194.78	.00	194.78	90925	02/24/2020
		HOFFMAN 2	Toner	3	02/02/2020	109.89	.00	109.89	90925	02/24/2020
		HOFFMAN 2	Printer	4	02/02/2020	448.90	.00	448.90	90925	02/24/2020
		HOLMES 20	Application and exam fee	1	02/02/2020	840.00	.00	840.00	90925	02/24/2020
		HOLMES 20	Application fee	2	02/02/2020	175.50	.00	175.50	90925	02/24/2020
		HOLMES 20	Refund for study material	3	02/02/2020	100.00-	.00	100.00-	90925	02/24/2020
		JOHANSSO	Book	1	02/02/2020	11.24	.00	11.24	90925	02/24/2020
		JOHANSSO	Dog wastebags	2	02/02/2020	1,281.23	.00	1,281.23	90925	02/24/2020
		JOHANSSO	Printer Ink	3	02/02/2020	27.33	.00	27.33	90925	02/24/2020
		JOHANSSO	Batteries	4	02/02/2020	51.96	.00	51.96	90925	02/24/2020
		JOHANSSO	Returned cable	5	02/02/2020	32.49-	.00	32.49-	90925	02/24/2020
		JOHANSSO	Batteries and Frame	6	02/02/2020	86.07	.00	86.07	90925	02/24/2020
		JOHANSSO	Desk Calender	7	02/02/2020	14.12	.00	14.12	90925	02/24/2020
		JOHANSSO	Laminating Pouches	8	02/02/2020	24.96	.00	24.96	90925	02/24/2020
		JOHANSSO	Batteries	9	02/02/2020	9.34	.00	9.34	90925	02/24/2020
		JOHANSSO	Job ticket pouch	10	02/02/2020	21.34	.00	21.34	90925	02/24/2020
		JOHANSSO	White Sharpies	11	02/02/2020	18.15	.00	18.15	90925	02/24/2020
		JOHNSON 2	Lodging	1	02/02/2020	184.96	.00	184.96	90925	02/24/2020
		JOHNSON 2	Training	2	02/02/2020	795.00	.00	795.00	90925	02/24/2020
		JOHNSON 2	Training	3	02/02/2020	85.00-	.00	85.00-	90925	02/24/2020
		JOHNSON 2	Training	4	02/02/2020	85.00-	.00	85.00-	90925	02/24/2020
		KINNICK 202	Office Supplies	1	02/02/2020	12.46	.00	12.46	90925	02/24/2020
		KINNICK 202	Building Code Books	2	02/02/2020	321.00	.00	321.00	90925	02/24/2020
		KINNICK 202	Sample Jackets Returned	3	02/02/2020	599.50-	.00	599.50-	90925	02/24/2020
		KINNICK 202	Name tag Courtney	4	02/02/2020	17.85	.00	17.85	90925	02/24/2020
		LOWY 2020_	recruting advertising	1	02/02/2020	438.11	.00	438.11	90925	02/24/2020
		LOWY 2020_	recruting advertising	2	02/02/2020	265.00	.00	265.00	90925	02/24/2020
		LOWY 2020_	Scheduling System	3	02/02/2020	14.32	.00	14.32	90925	02/24/2020
		LOWY 2020_	Will cancel	4	02/02/2020	12.99	.00	12.99	90925	02/24/2020
		LOWY 2020_	Enterprise for grants	5	02/02/2020	129.00	.00	129.00	90925	02/24/2020
		MACINNIS 2	spanner wrench	1	02/02/2020	43.97	.00	43.97	90925	02/24/2020
		MACINNIS 2	postage	2	02/02/2020	24.20	.00	24.20	90925	02/24/2020
		MACINNIS 2	chain loop	3	02/02/2020	67.98	.00	67.98	90925	02/24/2020
		MACINNIS 2	hyd fluid	4	02/02/2020	53.99	.00	53.99	90925	02/24/2020
		MACINNIS 2	december	5	02/02/2020	6,429.44	.00	6,429.44	90925	02/24/2020
		MACINNIS 2	MSFC member	6	02/02/2020	75.00	.00	75.00	90925	02/24/2020
		MACINNIS 2	hose	7	02/02/2020	1,327.60	.00	1,327.60	90925	02/24/2020
		MACINNIS 2	def	8	02/02/2020	25.00	.00	25.00	90925	02/24/2020
		MACINNIS 2	chain	9	02/02/2020	16.00	.00	16.00	90925	02/24/2020
		SCHNEIDER	Bottle filling station	1	02/02/2020	3,392.35	.00	3,392.35	90925	02/24/2020
		SCHNEIDER	Wheelchair swing	2	02/02/2020	2,410.25	.00	2,410.25	90925	02/24/2020
		STORDALEN	Foreman breakfast meetin	1	02/02/2020	68.10	.00	68.10	90925	02/24/2020
		TARR 2020_	Concessions	1	02/02/2020	12.01	.00	12.01	90925	02/24/2020
		TARR 2020_	Concessions	2	02/02/2020	30.25	.00	30.25	90925	02/24/2020
		TARR 2020_	Concessions	3	02/02/2020	330.92	.00	330.92	90925	02/24/2020
		TARR 2020_	Kitchen Unused Materials	4	02/02/2020	209.98-	.00	209.98-	90925	02/24/2020
		TARR 2020_	Birthday Party Supplies	5	02/02/2020	26.37	.00	26.37	90925	02/24/2020
		TARR 2020_	Birthday Party Supplies	6	02/02/2020	27.48	.00	27.48	90925	02/24/2020
		TARR 2020_	Youth Basketball Supplies	7	02/02/2020	50.66	.00	50.66	90925	02/24/2020
		TARR 2020_	Facility Rental Supplies	8	02/02/2020	65.00	.00	65.00	90925	02/24/2020
		TARR 2020_	Wiggly Wednesday Snack	9	02/02/2020	5.49	.00	5.49	90925	02/24/2020
		TARR 2020_	Microwave for Kitchen	10	02/02/2020	79.99	.00	79.99	90925	02/24/2020
		TARR 2020_	PIR Day Craft Materials	11	02/02/2020	28.36	.00	28.36	90925	02/24/2020
		TARR 2020_	Concessions	12	02/02/2020	21.65	.00	21.65	90925	02/24/2020
		TARR 2020_	Concessions	13	02/02/2020	268.66	.00	268.66	90925	02/24/2020
		TARR 2020_	Birthday Party Supplies	14	02/02/2020	28.00	.00	28.00	90925	02/24/2020
		TARR 2020_	Birthday Party Supplies	15	02/02/2020	46.56	.00	46.56	90925	02/24/2020

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date	
		TARR 2020_	Youth Basketball Supplies	16	02/02/2020	39.96	.00	39.96	90925	02/24/2020	
		TARR 2020_	Youth Basketball Supplies	17	02/02/2020	133.14	.00	133.14	90925	02/24/2020	
		TARR 2020_	Youth Basketball Supplies	18	02/02/2020	70.96	.00	70.96	90925	02/24/2020	
		TARR 2020_	National Organization Mem	19	02/02/2020	175.00	.00	175.00	90925	02/24/2020	
		TARR 2020_	PIR Day Snacks Materials	20	02/02/2020	8.18	.00	8.18	90925	02/24/2020	
		TARR 2020_	Birthday Party Supplies	21	02/02/2020	27.99	.00	27.99	90925	02/24/2020	
		TARR 2020_	Birthday Party Supplies	22	02/02/2020	25.97	.00	25.97	90925	02/24/2020	
		TARR 2020_	Early Childhood Coalition	23	02/02/2020	22.61	.00	22.61	90925	02/24/2020	
		TARR 2020_	Concessions	24	02/02/2020	15.85	.00	15.85	90925	02/24/2020	
		TARR 2020_	Concessions	25	02/02/2020	98.12	.00	98.12	90925	02/24/2020	
		TARR 2020_	Early Childhood Coalition	26	02/02/2020	123.02	.00	123.02	90925	02/24/2020	
		TARR 2020_	Youth Basketball Supplies	27	02/02/2020	6.59	.00	6.59	90925	02/24/2020	
		TARR 2020_	Concessions	28	02/02/2020	33.50	.00	33.50	90925	02/24/2020	
		WHITMAN 2	Thermostat	1	02/02/2020	118.49	.00	118.49	90925	02/24/2020	
		WHITMAN 2	Camera	2	02/02/2020	89.85	.00	89.85	90925	02/24/2020	
		WHITMAN 2	Deskmount for camera	3	02/02/2020	75.99	.00	75.99	90925	02/24/2020	
		WHITMAN 2	Glass pane	4	02/02/2020	64.00	.00	64.00	90925	02/24/2020	
		WHITMAN 2	Thermostat	5	02/02/2020	271.98	.00	271.98	90925	02/24/2020	
		WHITMAN 2	Mirco SDHC	6	02/02/2020	10.99	.00	10.99	90925	02/24/2020	
		WHITMAN 2	Thermostat	7	02/02/2020	45.36	.00	45.36	90925	02/24/2020	
		WULF 2020_	respirators	1	02/02/2020	24.97	.00	24.97	90925	02/24/2020	
		WULF 2020_	STEMI course	2	02/02/2020	75.00	.00	75.00	90925	02/24/2020	
		WULF 2020_	ring remover	3	02/02/2020	39.98	.00	39.98	90925	02/24/2020	
		WULF 2020_	FO 1 Course	4	02/02/2020	800.00	.00	800.00	90925	02/24/2020	
		WULF 2020_	fire gnd supply	5	02/02/2020	40.77	.00	40.77	90925	02/24/2020	
		WULF 2020_	fire gnd supply	6	02/02/2020	47.52	.00	47.52	90925	02/24/2020	
		WULF 2020_	class supply	7	02/02/2020	21.82	.00	21.82	90925	02/24/2020	
		Total 3184:					24,359.99	.00	24,359.99		
3387	J & H, Inc.	577937	Fire & Rescue Copier	1	02/05/2020	6.96	.00	6.96	90897	02/19/2020	
		578287	Copier Canon IRC3525	1	02/10/2020	40.25	.00	40.25	90945	02/26/2020	
		578305	Civic Center copier	1	02/10/2020	182.16	.00	182.16	90897	02/19/2020	
		Total 3387:					229.37	.00	229.37		
3491	COFFMAN'S PEAK ELEC	1685	LED Conversion	1	01/19/2020	97.80	.00	97.80	90936	02/26/2020	
		Total 3491:					97.80	.00	97.80		
3688	MURDOCH'S RANCH & H	K00335/37	TIRE CHAINS	1	02/12/2020	157.97	.00	157.97	90959	02/26/2020	
		K00341/37	BATTERY	1	02/12/2020	359.99	.00	359.99	90959	02/26/2020	
		Total 3688:					517.96	.00	517.96		
3763	CASELLE	100474	Support and Maint.	1	02/01/2020	2,387.00	.00	2,387.00	90824	02/11/2020	
		100474	Support and Maint.	2	02/01/2020	90.68	.00	90.68	90824	02/11/2020	
		100474	Support and Maint.	3	02/01/2020	90.68	.00	90.68	90824	02/11/2020	
		100474	Support and Maint.	4	02/01/2020	152.32	.00	152.32	90824	02/11/2020	
		100474	Support and Maint.	5	02/01/2020	152.32	.00	152.32	90824	02/11/2020	
		100474	Support and Maint.	6	02/01/2020	243.00	.00	243.00	90824	02/11/2020	
		Total 3763:					3,116.00	.00	3,116.00		
3779	MSU LOCAL GOVERNME	2047	Commission Training	1	02/12/2020	529.46	.00	529.46	90957	02/26/2020	

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 3779:						529.46	.00	529.46		
3812	MEYER ELECTRIC AND G	356	UV SYSTEM	1	02/04/2020	75.00	.00	75.00	90953	02/26/2020
		357	GENSET	1	02/12/2020	525.00	.00	525.00	90953	02/26/2020
Total 3812:						600.00	.00	600.00		
999999	MISC	1320901	Overpayment on Account	1	02/20/2020	234.54	.00	234.54	90975	02/26/2020
		5005005040	Overpayment on account	1	02/18/2020	110.44	.00	110.44	90928	02/26/2020
		TK2015-0001	Restitution - K. Chapman	1	02/20/2020	50.00	.00	50.00	88410	03/20/2019
		TK2015-0001	Restitution - K. Chapman	2	02/20/2020	50.00	.00	50.00	88517	04/03/2019
		TK2015-0001	Restitution - K. Chapman	3	02/20/2020	50.00	.00	50.00	89867	10/01/2019
		TK2015-0001	Restitution - K. Chapman	4	02/20/2020	50.00	.00	.00	90237	11/22/2019
		TK2015-0001	Restitution - K. Chapman	5	02/20/2020	50.00	.00	.00	90237	11/22/2019
		TK2015-0001	Restitution - K. Chapman	6	02/20/2020	50.00-				
		TK2015-0001	Restitution - K. Chapman	7	02/20/2020	50.00-				
		TK2015-0001	Restitution - T. Lewis	8	02/20/2020	50.00	.00	50.00	90948	02/26/2020
		TK2019-0249	Restitution - Sleeping Giant	1	02/20/2019	37.50	.00	37.50	90973	02/26/2020
		TK2019-0470	Restitution - PIZZA HUT	1	02/21/2020	2.00	.00	2.00	90970	02/26/2020
Total 999999:						584.48	.00	584.48		
1000014	REPUBLIC SERVICES #6	0670000195	TRANSFER FEES	1	01/31/2020	63,336.70	.00	63,336.70	90903	02/19/2020
Total 1000014:						63,336.70	.00	63,336.70		
1000017	LIVINGSTONMONTANA.C	1640	YELLOW PAGES	1	02/01/2020	40.00	.00	40.00	90952	02/26/2020
Total 1000017:						40.00	.00	40.00		
1000078	AMB WEST PHILANTHRO	616-621	TRAINING	1	02/13/2020	450.00	.00	450.00	90929	02/26/2020
Total 1000078:						450.00	.00	450.00		
1000085	CULLIGAN WATER COND	0587505	SALT	1	01/26/2020	10.00	.00	10.00	90827	02/11/2020
Total 1000085:						10.00	.00	10.00		
1000104	US BANK EQUIPMENT FI	406469858	COPIER PRINTER CONT	1	02/04/2020	254.23	.00	254.23	90905	02/21/2020
Total 1000104:						254.23	.00	254.23		
1000112	COURTNEY LAWELLIN, P	5459	LEGAL SERVICES	1	02/19/2020	4,941.05	.00	4,941.05	90937	02/26/2020
Total 1000112:						4,941.05	.00	4,941.05		
1000124	PROFESSIONAL SALES &	27613	AIR HORN	1	01/29/2020	301.02	.00	301.02	90884	02/19/2020
Total 1000124:						301.02	.00	301.02		
1000138	PONY EXPRESS LUBE	110088731	OIL CHANGE	1	02/11/2020	46.90	.00	46.90	90971	02/26/2020
Total 1000138:						46.90	.00	46.90		
1000142	PRECISION ROOFING &	443	City Shop	1	01/04/2020	14,750.00	.00	14,750.00	90972	02/26/2020

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 1000142:						14,750.00	.00	14,750.00		
1000144	POWER SERVICE	8033312274	OIL AND GREASE	1	01/31/2020	942.08	.00	942.08	90845	02/11/2020
Total 1000144:						942.08	.00	942.08		
1000148	RIOS, ABEL	2020_02_18	TRAVEL EXPENSE	1	02/18/2020	173.10	.00	173.10	90926	02/26/2020
Total 1000148:						173.10	.00	173.10		
1000149	FERGUSON, WILL	2020_02_12	DEF	1	02/12/2020	11.99	.00	11.99	90978	02/26/2020
Total 1000149:						11.99	.00	11.99		
1000150	BERNARD, NICK	2020_01_30	CLEANING SUPPLIES	1	01/30/2020	18.98	.00	18.98	90961	02/26/2020
Total 1000150:						18.98	.00	18.98		
1000151	CENGAGE LEARNING IN	69453101	1 BOOK	1	01/22/2020	26.23	.00	26.23	90921	02/21/2020
		69486799	1 BOOK	1	01/23/2020	25.41	.00	25.41	90921	02/21/2020
Total 1000151:						51.64	.00	51.64		
1000152	PETERSEN, JIM	2020_01_27	REPAIRS	1	01/27/2020	246.05	.00	246.05	90911	02/21/2020
Total 1000152:						246.05	.00	246.05		
Grand Totals:						626,344.29	.00	626,344.29		

Report Criteria:
 Detail report type printed

Item Attachment Documents:

C. CONSENT - Judge's Monthly Report - January 2020

**LIVINGSTON CITY COURT
FINANCIAL REPORT**

January
2020

Date PD Monthly Report Received from City of Livingston Finance Office 2/11/2020

Tickets/Criminal Complaints Cleared: **75**


Dismissed-Plea Agreement:	9	
Dismissed-Pretrial Diversion/Deferred:	1	
Dismissed-Miscellaneous:	9	
Paid-Bond Forfeit/Fine:	23	\$4,550.00
Paid-Time Payments:	16	\$5,191.00
Warrant Fees:		
	Total	\$9,741.00
	Parking Tickets:	\$2,185.00
	Total:	\$11,926.00

Surcharges/Costs/Fees:

MLEA Surcharge:		\$310.00
TECH Surcharge:		\$230.00
Victim/Witness Surcharge:		\$544.00
MISD Surcharge:		\$485.00
Court Costs:		\$94.00
Public Defender Fee:	0 x \$150.00	
Public Defender Fee:	0 x \$250.00	\$
102-410360-390 Jury Fees	0 x \$295.00	\$
102-410360-390 Interpreter	0 x \$50.00	\$
	Total	(\$1,663.00)

Total amount credited to City of Livingston General Fund: \$10,263.00

*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: **Jan.2020***

Prepared by: 
Hon. Holly Happe
Livingston City Judge

Date: 2-13-2020

Item Attachment Documents:**D. CONSENT - Pledged Securities**

DEPOSITORY BONDS AND SECURITIES
December 31, 2019

	<u>MATURITY</u>	<u>CUSIP NO.</u>	<u>TOTAL AMOUNT PLEGDED</u>
FIRST INTERSTATE BANK			
All Accounts			
Federal Deposit Insurance Corporation			\$ 250,000.00
FNNT	1/24/2020	3136G1B24	2,000,000.00
FNNT	3/25/2037	3136B43E6	5,000,000.00
TOTAL - First Interstate Bank			<u><u>\$ 7,250,000.00</u></u>
OPPORTUNITY BANK			
All Accounts			
Federal Deposit Insurance Corporation			\$ 250,000.00
Montgomery County PA	10/1/2027	613579Z20	490,000.00
TOTAL - Opportunity Bank			<u><u>\$ 740,000.00</u></u>

PLEDGED SECURITIES AND CASH IN BANK
As of
December 31, 2019

First Interstate Bank

	<u>Total</u>
Cash & CD's on Deposit	\$ 4,364,008.92
FDIC Coverage	250,000.00
Amount Remaining	<u>4,114,008.92</u>
Pledges required @ 50%	2,057,004.46
Actual Amount of Pledges	7,000,000.00
Over (Under) Pledged	<u><u>\$ 4,942,995.54</u></u>

PLEDGED SECURITIES AND CASH IN BANK
As of
December 31, 2019

Opportunity Bank of Montana

	<u>Total</u>
Cash & CD's on Deposit	\$ 459,685.64
FDIC Coverage	250,000.00
Amount Remaining	<u>209,685.64</u>
Pledges required @ 50%	104,842.82
Actual Amount of Pledges	490,000.00
Over (Under) Pledged	<u><u>\$ 385,157.18</u></u>

Item Attachment Documents:

- E. ACCEPTING AIMEE KAUFMANS APPLICATION TO FILL VACANCY ON CITY POLICE COMMISSION.**

City of Livingston
Application for Appointed Office
 (Revised 1/17/19)

Appointed Position Seeking: Police Commission

Date of Application: 2/11/20

Name: Aimee Kaufmann

Signed: Aimee Kaufmann

Address: 722 W Geysler

Telephone: daytime 715-209-8000

after 5:00 p.m.: _____

Fax Number: _____

e-mail address: Kaufmo22@gmail.com

1. Are you a resident of the City of Livingston? Yes
2. Are you a registered voter? Yes
3. Will you be at least 18 years of age at the time of the appointment? Yes
4. Describe the reasons you are interested in this appointment: I feel it's important to be

Involved in the community and serving on boards is a great way to have your voice heard

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

A. Occupation: Manager at Pine Creek Lodge

B. Education: University of Montana- Missoula

C. Experience: Please see attached resume

(please attach a detailed resume if desired)

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

Please see attached Resume

7. Are you currently serving on any Community Boards? No
 - A. If yes, please describe those boards. _____
8. Current Employer? Pine creek lodge
9. Are you available for night meetings? Yes
10. Are you available for daytime meetings? Yes
11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? No
12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? Notify the board immediately and remove myself from any vote relating to COI

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

Return completed applications to Lisa Harreld at the City/County Complex 414 E. Callender St.

Aimee Kaufmann

722 W Geyser Livingston, MT 59047

715-209-8000 Kaufmo22@gmail.com

Objective

To be successful in a position that is rewarding and showcases my passion

Professional Experience

December 2019 - Current **Pine Creek Lodge** **Manager** **Livingston, MT**

Responsibilities include overseeing all daily operations as well as FOH/BOH staff. Daily responsibilities including customer service, ordering, scheduling, inventory, routine maintenance, financials

May. 2018 - Dec 2019 **Bethesda Lutheran Church Office Manager** **Bayfield, WI**

Responsibilities include overseeing all daily office operations such as bulletins, payroll, inventory, accounts payable, accounts receivable, order management, customer service, reconciliation, budgets, scheduling.

Nov. 2017 -May. 2018 **Eagle Waste and Recycling Office Manager** **Ashland, WI**

Responsibilities include overseeing all daily office operations such as routing of trucks, payroll, inventory, accounts payable, accounts receivable, order management, customer service, reconciliation.

Dec. 2016 - October. 2017 **Big Water Coffee Roasters General Manager** **Bayfield, WI**

Responsibilities include overseeing all daily operations as well as FOH/BOH staff. Daily responsibilities including customer service, ordering, scheduling, inventory, routine maintenance, financials.

March. 2015 – Current **Red Table Meat Co Sales Manager** **Minneapolis, MN**

Responsibilities include overseeing all existing and new accounts. Setting and achieving sales targets. Accounts payable, accounts receivable. Oversee event staffing as well as tastings and tours throughout Food Building.

Nov. 09 – March. 15 **Whole Foods Market Leadership Team/Director of Operations** **OR & MN**

Partner with Leadership and Team to assist in all aspects of the Front End, Bakery, Prepared Foods and My Street Grocery. Responsibilities include financials, operations, production, training, inventory control and stock rotation, ordering, safety, sanitation, bake off, merchandising, juice bar, mixing, and customer service.

- Awarded Team Member of the month for January and March.
- Nominated for Rising Star January 10 and June 10.

- Achieved Margin Targets for Laurelhurst, Pearl, Mill Plain and My Street Grocery
- Assisted in the opening of Whole Foods Market Hollywood, as well as Juice Bar relocation.
- Safety team member.

Education

University of Montana Missoula, MT 09/03-02/05

Volunteer Work

Bayfield Farmers Market Manager 2017 - 2019

Bayfield Housing Committee Member 2017 -2019

Chequamegon Food CO OP Board of Directors 2017 - 2019

Bayfield Zoning Board of Appeals - 2017 - 2019

Bayfield County Human Services Board Member - 2017 – 2019

References

Janine Johnson – Owner Pier Plaza and Bayfront Inn – Bayfield, WI

Former Employer 2017-2019

715-209-3921

Jennifer Albrecht – Wild Rice Retreat – Bayfield, WI

Community Partner

651-699-0819

Julie Winter – Bayfield County CCS Coordinator – Bayfield, WI

Board Member

715-209-3093

FW: Police commission report

29

Dale Johnson

Wed 2/26/2020 4:42 PM

To: Faith Kinnick <fkinnick@livingstonmontana.org>;

This was my response to Dave this morning.

The only thing about adding the email is it lists his personal phone number.

Thank you,

From: Dale Johnson
Sent: Wednesday, February 26, 2020 9:26 AM
To: 'Dave Pettit' <Dave.Pettit@livingston.k12.mt.us>
Subject: RE: Police commission report

That sounds good. Sorry Liz did not show but I trust your judgement and decision. If you think she will be a good fit, then I have no problem with her being part of the commission.

Thank you for taking time out of your day do talk with and vet her.

If you need anything from me. Let me know.

Dale

From: Dave Pettit <Dave.Pettit@livingston.k12.mt.us>
Sent: Tuesday, February 25, 2020 7:33 PM
To: Dale Johnson <djohnson@livingstonmontana.org>
Subject: Police commission report

Chief,
I met with Amy Haufmann (commissioner candidate) at 6:30 pm.
In my opinion she will be a fine addition to the commission.
Liz Zink didn't show for the interview! So I interviewed her myself!
Questions please call me at
1-406-[REDACTED]
David Pettit
Police Commissioner

Get [Outlook for iOS](#)

Item Attachment Documents:

F. APPROVE STACY JOVICKS APPLICATION TO FILL CITY PLANNING BOARD VACANCY.

City of Livingston Planning Board

Memo

To: Mr. Michael Kardoes – City Manager – City of Livingston

From: Scott Weisbeck – Vice Chairman

cc: City of Livingston Planning Board, Faith Kinnick City of Livingston

Date: February 13, 2019

Re: Website Information Update

There were newly elected board positions at our February 12th public Meeting.

Brian Konkell – Chairman

Scott Weisbeck – Vice Chairman

Kate McInnerney - Recorder

Below is what is currently shown on the City website. Please make appropriate revisions.

Additionally, Peter Fox is no longer on the Planning Board. His seat is now held by Frank O'Connor.

City Website Information:

Current members

- Scott Weisbeck, Chairman, City Citizen- 12/2020
- Kate McInnerney, Vice Chairman, City Citizen- 12/31/2021
- Vacancy, City Citizen- 12/31/2020
- Brian Konkell, City Citizen-12/31/2021
- Melissa Nootz, City Commission- 12/31/20
- Shannon Holmes, Public Works Director voting member
- Peter Fox, County Representative - 1/19 - (County Commission Appoints)

Minutes

Livingston Planning Board

Community Room, City Hall

Wednesday, February 12, 2020, 5:30 PM

1. Call to Order (5:35 PM)

- A. **Roll Call:** Board members present were City Commissioner Melissa Nootz, Chair Scott Weisbeck, Vice Chair Kate McInerney, Shannon Holmes and Brian Konkel.
- B. **Approval of Last Meeting's Minutes:** Unanimously approved.
- C. **Recorder - Timekeeper:** Brian Konkel agreed to take minutes.
- D. **No public Comment.**
- E. **Applicants / Interviews for Vacant Planning Board Position (5:38 PM):** The following individuals applied and were interviewed by the present board members:
 - i. Jillian Souza
 - ii. Al Knauber
 - iii. Stacy Jovick
 - iv. Jessica Wilcox

Due to her not living within city limits, it was determined that Jillian Souza would not be eligible for this position. All candidates were qualified, articulate, motivated, and very pleasant. It was a difficult choice, but Stacy Jovick was selected as a new board member for recommendation (replacing Adam Stern, who recently left). Thank you to all candidates! Action Item: Weisbeck will forward this selection recommendation for final City Commission approval.

During this time there was some discussion about expanding the number of members added to the board. It was decided this would be a topic of discussion for a future meeting.

2. Old Business (6:39 PM)

- A. **Large Format Retail (LFR) Conditional Use:** Planning Board recommendations were approved at the last City Commission meeting. The Commission has tasked the Zoning Board with putting together final LFR recommendations. No further action required by the Planning Board at this time.
- B. **Growth Policy City Meeting Update:**
 - i. It was reported there was a very "well attended" community meeting led by the contractor (Burton) that is developing the city Growth Policy. Also, it was reported that Burton may be close to receiving 1000 completed surveys!
 - ii. Weisbeck and McInerney reported on their attendance at a recent "stakeholder" meeting for city board members and said there was some "excellent discussions." The Planning Board's Growth Policy priorities were passed on to Burton. The communications representative from Burton stated they would be meeting with all boards separately, however there is uncertainty as to whether this had been previously approved by the City Commission. Action Item: Weisbeck to talk with Michael Kardoes on what Burton stated about an intent of meeting with all boards to ensure this has been previously approved.

3. New Business

A. Planning Board Participation in the Growth Policy Process:

- i. Nootz reported there were some in the community that felt there was not enough participation by this Board, and that the Planning Board should have been leading the Growth Policy effort rather than the city. The city attorney is reviewing the Montana Land Use and Planning Statues to make a formal determination on this, but it is initially thought there is no problems with the current arrangement. During the discussion, Nootz referenced the following resources:
 1. The Montana Planning Board Member's Handbook: <https://comdev.mt.gov/Portals/95/shared/CTAP/docs/CTAPPublication/CTAPPublications/PLBoardHandbk.pdf>
 2. Montana's Growth Policy Resource Book: <https://comdev.mt.gov/Portals/95/shared/Resources/docs/Publications/GrowthPolicyResourceBook.pdf#page338>
 3. Resolution No. 4884: (Link not available)
- ii. Much discussion on all that is being done by Burton and the city to increase outreach to the community. The city has provided a traveling laptop, extended the survey period, and set up opportunities to gather input at community gatherings. Overall, Board members were satisfied with the significant progress being made.
- iii. Further discussion regarding whether the Board would like to talk to Burton in a separate meeting. General consensus is it would, but uncertain right now as to when and what would be the focus of discussion. Some believed there was a good opportunity once the initial draft was provided. It was agreed the Board members would think on this some more and discuss at an upcoming meeting.
- iv. Holmes outlined how the city was very involved in the public process (helping facilitate public gatherings, etc.). He also stated that sometime in spring the city should expect to receive a draft section of the Growth Policy that describes the "current conditions" (basically, where the city is now). Also, the development of a follow-on, smaller survey is being discussed to attempt to get a better understanding of what city residence mean when they talk about maintaining "the character of Livingston."
- v. The Board agreed it needed to develop a discreet plan of action on how it wanted to proceed. This will be a topic at future meetings.

4. Wrap Up

- A. **Next Meeting Cancelled:** The February 19 meeting is cancelled, since this one was held in its place. This change was needed to accommodate scheduling conflicts with Board members.
- B. **Next Meeting will be March 18.**
- C. **Review of Action Items:**
 - i. Board to add discussion of expanding Board membership on future meeting agenda
 - ii. Weisbeck will forward the new board member (Stacy Jovick) recommendation for final City Commission approval.
 - iii. Weisbeck to talk with Michael Kardoes on what Burton stated about an intent of meeting with all boards to ensure this has been previously approved.

iv. Board to consider timing and topics for future meeting with Burton

D. Board Comments: None due to the meeting running long.

E. Officer Elections: The following were selected for their new roles:

- i. Chair: Brian Konkel
- ii. Vice Chair: Scott Weisbeck
- iii. Recorder/ Timekeeper: Kate McInerny

F. Meeting Adjourned at 7:59 PM

Item Attachment Documents:

- A. ORDINANCE NO. 2086: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, TO REVIEW AND PROPOSE AMENDMENTS TO A SELF GOVERNMENT CHARTER OR ADOPTED ALTERNATIVE FORM OF GOVERNMENT BY SUBMISSION OF THE QUESTIONS TO THE ELECTORS AS SET FORTH IN SECTION 7-3-149 AND 7-3-103 OF THE MONTANA CODE ANNOTATED.**

ORDINANCE NO. 2086

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, TO REVIEW AND PROPOSE AMENDMENTS TO A SELF GOVERNMENT CHARTER OR ADOPTED ALTERNATIVE FORM OF GOVERNMENT BY SUBMISSION OF THE QUESTIONS TO THE ELECTORS AS SET FORTH IN SECTION 7-3-149 AND 7-3-103 OF THE MONTANA CODE ANNOTATED.

* * * * *

Preamble.

The purpose of this Ordinance is to consider an alteration to the form of government, and or a change in a plan of government, for the City of Livingston and to put to the electors the question or questions of an alteration to the form of government, and or a change in a plan of government, including a self-government charter, at the November 2020 general election.

* * * * *

WHEREAS, the City of Livingston has been operating under a Commission Manager form of government and is not a city governing itself under a self-government charter; and

WHEREAS, the City of Livingston Commission has determined in its December 3, 2019 meeting to propose an election by Ordinance for a change in the type of government for Livingston Montana, and to put the question or questions to the electors at the next general election; and

WHEREAS, the Commission has directed the City Manager to take all steps to affect that directive; and

WHEREAS, the general election will be held on the 3rd day of November 2020.

Ordinance No. 2086

Ordinance to review and consider a self-government charter or adopted alternative form of government by submission of the questions to the electors.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Livingston, Montana, that the City Manager is directed to take all steps necessary to review and consider a self-government charter or adopted alternative form of government by submission of the questions to the electors at the next general election, as set forth in applicable sections of the Montana Code Annotated.

Effective date:

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

PASSED by the City Commission of the City of Livingston, Montana, at a regular session thereof held on the _____ day of February 2020.

DOREL HOGLUND- Chairman

ATTEST:

FAITH KINNICK
Recording Secretary

* * * * *

PASSED, ADOPTED AND APPROVED by the City Commission of the City of Livingston, Montana, on second reading at a regular session thereof held on the _____ day of March 2020.

DOREL HOGLUND - Chair

Ordinance No. 2086
Ordinance to review and consider a self-government charter or adopted alternative form of government by submission of the questions to the electors.
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ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
 Recording Secretary

COURTNEY LAWELLIN
 City Attorney

NOTICE

The public is invited to attend and comment at a public hearing to be held on March 3, 2020 at 5:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on the second reading of **ORDINANCE NO. 2086** entitled **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, TO REVIEW AND PROPOSE AMENDMENTS TO A SELF GOVERNMENT CHARTER OR ADOPTED ALTERNATIVE FORM OF GOVERNMENT BY SUBMISSION OF THE QUESTIONS TO THE ELECTORS AS SET FORTH IN SECTION 7-3-149 AND 7-3-103 OF THE MONTANA CODE ANNOTATED**. A copy of the ordinance is available for inspection at the City Office, 414 East Callender Street, Livingston, MT 59047. For further information, call the City Attorney at (406) 823-6007.

(Notice must be published twice at least 6 days apart. (7-1-4127(6) and posted on the City Bulletin Board, and copies available for the public (7-5-103 MCA).

Ordinance No. 2086

Ordinance to review and consider a self-government charter or adopted alternative form of government by submission of the questions to the electors.

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Item Attachment Documents:

- A. RESOLUTION NO. 4890: A RESOLUTION FO THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN AGREEMENT WITH THE MONTANA HISTORIC PRESERVATION OFFICE FOR GRANT FOR LOCAL HISTORIC PRESERVATION FOR PERIOD APRIL 1, 2020 TO MARCH 31, 2021.**

RESOLUTION NO. 4890

A RESOLUTION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN AGREEMENT WITH THE MONTANA HISTORIC PRESERVATION OFFICE FOR GRANT FOR LOCAL HISTORIC PRESERVATION FOR PERIOD APRIL1, 2020 TO MARCH 31, 2021.

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

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

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

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

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

PASSED AND ADOPTED by the City Commission of the City of Livingston this _____ day of March, 2020.

DOREL HOGLUND – Chair

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

COURTNEY LAWELLIN
City Attorney

RESOLUTION NO. 4890: A RESOLUTION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN AGREEMENT WITH THE MONTANA HISTORIC PRESERVATION OFFICE FOR GRANT FOR LOCAL HISTORIC PRESERVATION FOR PERIOD APRIL1, 2020 TO MARCH 31, 2021.

This grant agreement (Agreement) is hereby made between City of Livingston, 414 East Callender Street, Livingston, MT 59047-2700, DUNS# 137254368 (the "Subgrantee") and the Montana State Historic Preservation Office, Montana Historical Society ("MHS"), 225 North Roberts, PO Box 201202, Helena, Montana 59620-1202 (the "Grantor"). Liaison for the Subgrantee is Jim Woodhull, the Historic Preservation Officer. Liaison for the grantor is Kate Hampton, Community Preservation Coordinator.

The State has been awarded \$817,809 of grant monies from the U.S. Department of the Interior, the National Park Service under the Historic Preservation Fund for the Federal fiscal year of 2020 (October 1, 2019 – September 30, 2020). The funding for this agreement is provided by this award, CFDA number 15.904, Historic Preservation Fund Grants-In-Aid. The Federal Award Identification Number assigned by the National Park Service is P20AS00020, and the HPF system number is to be determined.

Section 17-1-106, Montana Code Annotated, requires any state agency which receives non-general funds to identify and recover its indirect costs (IDC). MHS's indirect cost rate is determined annually and is applied as a percentage of direct costs charged to a federal award. As defined by 2 CFR Part 200 (formerly OMB Circular A-87), MHS's current IDC rate is 10.97% for state fiscal year 2020 (July 1, 2019 to June 30, 2020). IDC will not be charged in relation to this agreement.

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

1. EFFECTIVE DATE, DURATION, AND RENEWAL

This Agreement shall take effect on April 1, 2020 and shall terminate on March 31, 2021 unless a new termination date is set or the agreement is terminated as provided in this contract. Total payments by the "Grantor" for all purposes under this contract shall not exceed \$6000.00. In the event that the grantor does not receive full funding from the National Park Service, the total grant award may be reduced, as outlined in the CLG Manual. Payment shall be made on a reimbursement basis by request of Subgrantee to the grantor. In no event is this Contract binding on State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract and the procurement officer signature approving the form of the Contract do not constitute an authorized signature.

2. SERVICES AND/OR SUPPLIES

The Subgrantee shall:

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

- f. Submit semi-annual progress reports, meeting minutes and financial reports per deadlines outlined in this agreement. In the Final Progress Report, the HPO will identify the benefits the local government has derived as a result of the employment of a HPO, the needs of the local government for future professional preservation efforts, and any additional functions of the HPO carried out which further the understanding and implementation of historic preservation values and objectives in the local government.
6. Send at least one (1) person from the Certified Local Government to a State Historic Preservation Office (SHPO) - approved training. The attendee shall attend the entire training and report back to their Preservation Commission.

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

3. CONSIDERATION/PAYMENT

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

1. The Subgrantee agrees to submit semi-annual Progress Reports, meeting minutes, and Requests for Reimbursement. Reports will be accompanied by the following documentation:
 - a. The Subgrantee's name, address and agreement number MT-20-022;
 - b. A report discussing the work completed during the reporting period. Include meeting agendas and minutes;
 - c. An itemized listing of cash or in-kind donations that comprise the nonfederal match;
 - d. An itemized listing of project expenses that are charged to the federal grant; If indirect costs (IDC) are claimed for reimbursement (or match), the IDC rate must be in accordance with 2 CFR Part 200.414. A copy of the IDC approval letter from the Cognizant agency must be submitted to the Grantor and approved prior to any reimbursement.
 - e. Receipts, invoices, and/or financial reports sufficient to document each expenditure.
 - f. The net request for payment (reimbursement); and
 - g. Products produced during the reporting period.
2. All Requests for Reimbursement must be approved by the Grantor prior to payment. Payment for work completed under this Agreement may be withheld pending the delivery and acceptance of such items. All Subgrantees must retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of 3 years or until an acceptable audit (accessible by auditors) has been performed and all claims and audit findings involving the records have been resolved. The 3-year retention period starts from the date of the submission of the final report. A final Request for Reimbursement must be submitted within thirty (30) days of the termination of this Agreement if they are to qualify for payment.
3. All Requests for Reimbursement will be reviewed for eligibility and allow-ability under Chapters 12, 13 and 14 of the National Park Service's Historic Preservation Fund Manual and the State CLG Manual. The Subgrantor may request a copy of the CLG Manual from the grantor and the Historic Preservation Fund Manual is available for inspection at the SHPO.
4. The Subgrantee shall, at minimum, provide documentation detailing forty percent (40%) matching non-federal funds for the overall grant award. In order to receive the full grant award of \$6000.00, the minimum dollar amount of match necessary to be provided by the Subgrantee is \$4000.00 in matching in-kind services or cash. In the event that the grant award is reduced, the match requirement would be reduced proportionally. Requests for Reimbursement require the same 40% documentation relative to the amount requested. The accepted Grant Application, reviewed and approved by the Grantor, provides an estimation of sources and amounts of matching funds from the Subgrantee.

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

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

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

4. ACCESS AND RETENTION OF RECORDS

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

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

5. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

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

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

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

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

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

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

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

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

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

6. EQUAL EMPLOYMENT OPPORTUNITY

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

7. FAIR LABOR STANDARDS

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

8. PROHIBITION AGAINST LOBBYING

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

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

9. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless State, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including

the cost of defense thereof, to the extent caused by or arising out of Contractor's negligent acts, errors, or omissions in work or services performed under this Contract, including but not limited to, the negligent acts, errors, or omissions of any Subcontractor or anyone directly or indirectly employed by any Subcontractor for whose acts Subcontractor may be liable.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

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

11. COMPLIANCE WITH LAWS

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

11.1 The Montana Human Rights Act, Executive Order 11246, as amended, the Equal Pay Act of 1963, Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.), and the Americans with Disabilities Act of 1990, and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

11.2 In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Subgrantee agrees that the hiring of persons to perform this Contract 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 Contract.

11.3 The Subgrantee will comply Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794) which provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

11.4 The Subgrantee will comply with the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) prohibiting discrimination on the basis of age in programs and activities receiving Federal Financial assistance.

11.5 The Subgrantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Subgrantee subjects subcontractors to the same provisions.

11.6 Minority Business Enterprise Development: Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Grant Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

11.7 The Subgrantee will comply with paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended and those award terms put forth in 2 CFR §175.15 <https://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>.

11.8 The subgrantee will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

11.9 Debarment and Suspension (Executive Orders 12549 and 12689)—the subgrantee may not be, nor subcontract with, parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders

12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

12. DISABILITY ACCOMMODATIONS

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

13. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

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

14. REGISTRATION WITH THE SECRETARY OF STATE

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

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

15. MODIFICATIONS AND PREVIOUS AGREEMENTS

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

15.2 Any changes that substantially alter the scope of work or the cost of the approved project must be submitted by the Subgrantee as a project amendment. These amendments must have prior written approval from NPS before the change is implemented. Change orders will be treated as amendments. The Subgrantee must consult with the grantor to review the proposed change to determine if it substantially alters the scope of work or the cost of the approved project. If the grantor determines the change to be substantial, the grantor will process the amendment through NPS. Failure of the Subgrantee to notify the grantor of any such changes may be construed as just cause for revocation and/or recovery of the grant funds by the grantor.

16. CONFLICT OF INTEREST

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

17. INTELLECTUAL PROPERTY/OWNERSHIP

17.1 Mutual Use. Subgrantee shall make available to the Federal government and the State, on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice, or created in whole or in part under this contract, if such availability is necessary for the State to receive the benefits of this contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use copyrightable property created under this contract. This mutual right includes (i) all deliverables and other materials, products, modifications that Subgrantee has developed or prepared for the State under this contract; (ii) any program code, or site-related program code that Subgrantee has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this contract; and (iii) manuals, training materials, and documentation. All information described in (i), (ii), and (iii) is collectively called the "Work Product".

17.2 Title and Ownership Rights. The State retains title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the State (the "Content"), but grants Subgrantee the right to access and use Content for the purpose of complying with its obligations under this Contract and any applicable statement of work.

17.3 Ownership of Work Product. Subgrantee shall execute any documents or take any other actions as may reasonably be necessary, or as the State may reasonably request, to perfect the State's ownership of any Work Product.

17.4 Copy of Work Product. Subgrantee shall, at no cost to the State, deliver to the State, upon the State's request during the term of this Contract or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of the State's request, or such expiration or termination.

17.5 Ownership of Subgrantee Pre-Existing Materials. Subgrantee retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that Subgrantee owns at the time this Contract is executed or otherwise developed or acquired independent of this Contract and employed by Subgrantee in connection with the services provided to State (the "Subgrantee Pre-existing Materials"). Subgrantee Pre-existing Materials are not Work Product. Subgrantee shall provide full disclosure of any Subgrantee Pre-Existing Materials to State before its use and to prove its ownership. If, however, Subgrantee fails to disclose to State such Subgrantee Pre-Existing Materials, Subgrantee shall grant State a nonexclusive, worldwide, paid-up license to use any Subgrantee Pre-Existing Materials embedded in the Work Product to the extent such Subgrantee Pre-Existing Materials are necessary for State to receive the intended benefit under this Contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 17.3, Ownership of Work Product, or as may be expressly agreed in any statement of work, Subgrantee shall retain title to and ownership of any hardware it provides under this Contract.

18. PATENT AND COPYRIGHT PROTECTION

18.1 Third-Party Claim. If a third party makes a claim against the State that the products furnished under this Contract infringe upon or violate any patent or copyright, the State shall promptly notify Subgrantee. Subgrantee shall defend such claim in the State's name or its own name, as appropriate, but at Subgrantee's expense. Subgrantee shall indemnify the State against all costs, damages, attorney fees, and all other costs and expenses of litigation that accrue as a result of such claim. If the State reasonably concludes that its interests

are not being properly protected, or if principles of governmental or public law are involved, it may enter an action.

18.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Subgrantee may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine whether the Contract has been breached.

18.3 Except as otherwise provided in the terms and conditions of the grant agreement, the Subgrantee is free to copyright any books, publications, or other copyrightable materials developed as a result of this Agreement. However, any such copyrightable materials will be subject to a royalty-free, nonexclusive, and irrevocable license throughout the work to the Grantor and/or the US Government to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

18.4 Any materials produced as a result of this Agreement which are to be publicly distributed, shall include the following statement:

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

18.5 Publications must include the nondiscrimination statement:

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

The Office for Equal Opportunity
National Park Service
849 C Street, N.W.
Washington, D.C. 20240”

18.6 The Subgrantee shall not include in the materials produced as a result of this Agreement any copyrighted matter without the written approval of the copyright owner that provided SHPO and the United States Government with written permission to use the material in the manner provided herein.

19. AUDITING

The Subgrantee agrees to allow access to the records of the activities covered by this Agreement as may be necessary for legislative post audit and analysis purposes in determining compliance with the terms of this Agreement. The Subgrantor shall maintain all administrative and fiscal records relating to this project for three years after the final grant reimbursement is made by the Grantor to the Subgrantee. Notwithstanding the provisions of Section 20, this Agreement shall automatically terminate upon any refusal of the Subgrantee to allow access to records necessary to carry out the legislative post audit and analysis functions set forth in Title 5 Chapter 12 and 13, MCA and the financial and programmatic audit conducted by the Secretary of the Interior and the Comptroller General of the United States provided for in 2 CFR part 200.333 through 200.338.

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

Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–

7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>

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

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

20. SEVERABILITY

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

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

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

21. EVENT OF BREACH – REMEDIES

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

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

21.2 Event of Breach by State. State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

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

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

Upon State's material breach, Subgrantee may: [EXHIBIT A]

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

22. GENERAL AND SPECIFIC CONDITIONS

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

23. FORCE MAJEURE

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

24. WAIVER OF BREACH

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

25. CONFORMANCE WITH CONTRACT

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

26. LIAISONS AND SERVICE OF NOTICES

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

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

Jim Woodhull is Subgrantee's liaison
(Address): 330 Bennett
(City, State, ZIP): Livingston MT 59047
(Telephone): (406) 222-4903
(E-mail): jwoodhull@livingstonmontana.org

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

27. MEETINGS

Subgrantee shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Subgrantee and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Subgrantee a minimum of three full working days'

notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Subgrantee's option and expense, a conference call meeting may be substituted. Subgrantee's consistent failure to participate in problem resolution meetings, Subgrantee missing or rescheduling two consecutive meetings, or Subgrantee's failure to make a good faith effort to resolve problems may result in termination of the Contract.

28. CHOICE OF LAW AND VENUE

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

29. TAX EXEMPTION

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

30. AUTHORITY

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

31. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

31.1 Contract. This Contract consists of 11 (eleven) numbered pages and any Attachments as required. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

31.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

32. WAIVER

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

33. EXECUTION

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

STATE OF MONTANA

CITY OF LIVINGSTON

Montana Historical Society

414 East Callender Street

225 North Roberts

Livingston, MT 59047-2700

Helena, Montana 59620-1201

DUNS # 137254368

BY: Denise King/Administrator

BY:

Centralized Services Division, Montana Historical Society

(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

Item Attachment Documents:

- A. DISCUSS/APPROVE/DENY: CITY COMMISSION TO DIRECT CITY ZONING COMMISSION TO DEVELOP AND DRAFT AN ORDINANCE BASED ON THE ZONING COMMISSIONS RECOMMENDATION TO DEVELOP AND ADOPT AN ORDINANCE ALLOWING ACCESSORY DWELLING UNITS (ADU) WITHIN THE JURISDICTION OF THE CITY.**

Report to the Livingston City Commission

Recommendation to enable an ADU Ordinance

Approved unanimously by the Livingston Zoning Commission on December 10, 2019

Executive Summary

Livingston has a serious need for affordable housing. Increasingly, homeowners and renters are being priced out of the market, or are unable to find *any* available housing. This lack of housing also affects the ability of businesses in Livingston to attract necessary workers (LHC, PPL, Murdock's, etc.). It will take many different approaches and a variety of stakeholders to address affordable housing. Enabling ADUs is one proven way that the city can help increase the amount of housing within the city and to also provide an additional financial opportunity for existing homeowners.

We recommend the city develop and adopt an ordinance to allow Accessory Dwelling Units (ADU) within the jurisdiction of the city. Suggested steps in this process include:

- City Commission adopt a resolution to allow ADUs in Livingston
- Request that the Zoning Commission, with the assistance of the Planning Director, conduct public hearings to solicit information.
- Have the Zoning Commission, in consultation with the City Attorney, draft proposed regulations.
- City Commission review, revise, and adopt the final regulations.

General Summary

- An ADU is a smaller, secondary home on the same lot as a primary dwelling. ADUs are independently habitable and provide the basic requirements of shelter, heat, cooking and sanitation. They are also called: mother-in-law apartments, granny flats, alley houses, and other names. ADUs can be a separate building to the rear of the primary dwelling, or part of the main house.
- Livingston has a serious housing shortage and has the potential for significant sprawl. ADUs address both those issues.
- ADU Ordinances are quite common around the country. These ordinances are relatively easy to implement and they provide new housing that integrates well into existing neighborhoods.
- Many historic residential neighborhoods around the country have always contained a mixture of housing types such as ADUs. Those neighborhoods often contain apartments within houses, medium sized apartment buildings, courtyard apartments, alley houses, etc. It was only in the post war period that new zoning regulations restricted some of these building types in new subdivisions. Ironically, the older, mixed neighborhoods are now the most popular in the real estate market. The demand for mixed use is swinging back.

- Bozeman’s ADU ordinance was passed in 1998 with 2 subsequent revisions. In that time, approximately 200 units have been built with about 24 in the last 2 years. Although Bozeman does not track ADU permits separately, most of the units have been detached and located at the rear of the lot. Parking is the biggest issue that stops projects. Based on their comparative populations, we might expect around 40 ADUs in Livingston over several decades.
- Benefits:
 - ADUs offer the opportunity for additional income for the property owner.
 - ADUs encourage a mixture of family sizes within a neighborhood. They are attractive to retirees, single working people and young couples.
 - They give the city somewhat increased density, a larger tax within the city, more affordable housing, more social interaction, and less traffic compared to new housing on the outskirts of the city
- ADU ordinances need to be carefully crafted to avoid creating new problems and to satisfy objections from established neighborhoods.

Current Zoning Ordinances: (Chapter 30) For the Jurisdiction of the City of Livingston, Montana.

Purpose; Sec. 30.11 – The purpose of this section is to promote the health, safety, and general welfare of the community by regulating the height and size of buildings and structures, the percentage of lot that may be occupied, the size of yards and open space, the density of population and the location and use of buildings, structures and land for trade, industry, residence or other purposes within the city limits

Residential Density Requirements Table 30.41

	Low Density R-I	Medium Density R-II	High Density R- III	Medium Density R-IIMH
One Unit	9600 sqft	3,500 sqft	3,500 sqft	3,500 sqft
Two Units	N/A	7,000 sqft	6,000 sqft	7,000 sqft
Three Units	N/A	N/A	7,5000 sqft	N/Z
Maximum Height	27 feet	27 feet	45 feet	27 feet
Off-Street Parking	2 spaces per unit	2 spaces per unit	2 spaces per unit	2 spaces per unit

Possible new Ordinances: (To be determined through public hearings, legal advice and Commission deliberation)

1. Allowable Zones: Where will ADUs be located?
 - a. In all Residential Zones *or*
 - i. Just R-II, R-IIMH, R-III
 - ii. Would they be allowed in R-I zones?
 - b. Permitted in all future subdivisions
2. Allowable Lot Sizes: Table 30.41 would have to be amended
 - a. Allowable on lots greater than (4,200?) sqft *or*,.....

- b. Allowable on a maximum of 40% of the lot to the rear of the main building
 - c. Only 1 ADU is allowed on a lot
- 3. Allowable Setbacks
 - a. Must fit within existing lot setback requirements
 - i. Front= 25'
 - ii. Side = 5/10'
 - iii. Rear = 5/15'
 - b. Exception for the adaption of existing non-conforming buildings
- 4. Parking requirements
 - a. Parking must be accessed from the alley or through the use of existing side driveways.
 - b. Most ADU ordinances require 1 additional off-street parking spot.
- 5. Height restrictions
 - a. Purpose of the restriction is to maintain the scale of the neighborhood and to not block neighbors views
 - b. Typically the ADU cannot be higher than the primary house.
 - i. Garage conversions can be an issue if 2nd story.
- 6. Minimum and maximum unit sizes of ADUs
 - a. 400 sqft minimum?
 - b. 600, 800 sqft maximum?
 - c. Typically one bedroom maximum
 - d. Must include a kitchen and bathroom
- 7. Ownership/occupancy requirements
 - a. One of the units must be owner occupied?
 - b. Allowed as short term vs long term rentals?
 - c. What to do with existing and non-conforming alley housing
- 8. Construction requirements
 - a. Separate utility hookups from the main residence (city requirement)
 - b. Must comply with applicable building and energy codes and acquire the appropriate permits, approvals and inspections as established in statute and ordinance.

References

The ABCs of ADUs, A guide to Accessory Dwelling Units and how they expand Housing Options for People of all ages. AARP.org/ADU

Accessory Dwelling Unit Memorandum, Calif. Dept. of Housing and Community Development, December 2018

Accessory Dwelling Units: Case Study, US Dept. of Housing and Urban Development, Office of Policy Development and Research, June, 2008

Accessory Dwelling Units, Frequently Asked Questions, City of Missoula

Documents from the North West:

- **Seattle Planning Commission:** A Guide to Building Backyard Cottages (2010) – Detailed guidance for building detached ADUs in Seattle
- **Urban Land Institute:** Jumpstarting the Market for Accessory Dwelling Units: Lessons Learned from Portland, Seattle, and Vancouver (2018) – Study examining best practices from Portland, Seattle, and Vancouver BC
- **AccessoryDwellings.org** – Portland, OR-based website maintained by volunteers provides current ADU news, articles, project examples, and other resources, including a Model Code for Accessory Dwelling Units
- **Oregon Department of Environmental Quality:** Accessory Dwelling Unit Survey for Portland, Eugene, and Ashland (2013) – Includes data on ADU use, occupancy, construction, energy use, and demographics
- **MRSC:** Accessory Dwelling Units Issues and Options (1995) – Detailed publication created after the 1993 Washington Housing Policy Act discusses benefits, regulatory issues, and zoning regulations for ADUs.

Example Policies

Bozeman Code of Ordinances 38.360.030

Bozeman Community Housing Action Plan
<https://www.bozeman.net/Home/ShowDocument?id=9443>

Missoula Zoning Ordinance, Title 20, Chapter 20.45.060

Washington State has a state-wide ADU ordinance adopted in 1993 so many municipalities have relevant codes: <http://mrsc.org/Home/Explore-Topics/Planning/General-Planning-and-Growth-Management/Accessory-Dwelling-Units-in-Plain-English.aspx>

Santa Cruz, CA, <http://www.cityofsantacruz.com/government/city-departments/planning-and-community-development/accessory-dwelling-units-adus>