



# Livingston City Commission Agenda

September 06, 2016

8:00 AM

City – County Complex, Community Room

## 1. Call to Order

## 2. Roll Call

## 3. Moment of Silence

## 4. Pledge of Allegiance

## 5. Consent Items

A. CONSENT - Approve Minutes from 8.16.16 Regular Commission Meeting Page 5

B. CONSENT - Approve Bills and Claims 2nd Half of August 2016 Page 11

## 6. Proclamations

## 7. Scheduled Public Comment

A. SCHEDULED PUBLIC COMMENT -- PRESENTATION FROM WISPWEST ON PROPOSED REPLACEMENT ANTENNA ON NORTH HILL

## 8. Public Hearings

A. RESOLUTION NO. 4695 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, FIXING THE TAX LEVY FOR FISCAL YEAR 2016-2017. Page 21

## 9. Ordinances

## 10. Resolutions

A. RESOLUTION NO. 4696 -- A RESOLUTION RELATING TO GENERAL OBLIGATION BONDS, SERIES 2016; AUTHORIZING THE ISSUANCE AND SALE THEREOF; DELEGATING THE AWARD OF THE BONDS TO CERTAIN CITY OFFICIALS. Page 27

B. RESOLUTION NO. 4682 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE

C. BARGAINING AGREEMENT WITH AFSCME LOCAL 2711A FOR THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2019. Page 32

D. RESOLUTION NO. 4693 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA DECLARING ITS REVISED POLICY WITH RESPECT TO EXPENDITURES FROM THE BRYANT SKILLMAN BEQUEST. Page 57

**11. Action Items**

A. DISCUSS/APPROVE/DENY -- REQUEST FROM NORTHERN ROCKY MOUNTAIN ECONOMIC DEVELOPMENT DISTRICT (ROB GILMORE) FOR INCREASED FUNDING Page 63

B. DISCUSS/APPROVE/DENY -- CONSIDER OR DEVISE METHOD TO PROMOTE PUBLIC PARTICIPATION IN DECISION ON PROPOSED CHANGES TO INTERSTATE SIGNAGE AT LIVINGSTON'S I-90 EXITS. Page 67

C. DISCUSS/APPROVE/DENY -- MCNAIR SKATE PARK REQUEST FOR SKILLMAN BEQUEST FUNDS Page 74

D. DISCUSS/APPROVE/DENY -- PAYBACK TO SKILLMAN BEQUEST FROM SPECIAL IMPROVEMENT DISTRICT (SID) 180 Page 78

E. DISCUSS/APPROVE/DENY -- DETERMINE FINALISTS FOR CITY MANAGER POSITION AND SCHEDULE INTERVIEWS

**12. City Manager Comment**

**13. City Commission Comments**

**14. Public Comments**

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

**15. Adjournment**

**Calendar of Events**

**CALENDAR OF EVENTS**

September 6, 2016 - 6:30 p.m. - City Commission Regular Meeting - Community Room, City/County Complex

September 7, 2016 - 1:00 p.m. - Active Transportation Coalition - Community Room, City/County Complex

September 7, 2016 - 4:00 p.m. - City/County Meeting - MSU Extension Office, 119 South 3rd Street

September 13, 2016 - 3:30 p.m. - Historic Preservation Committee - Community Room, City/County Complex

September 19, 2016 - 4:30 p.m. - City/County Compact - Community Room, City/County Complex

September 20, 2016 - 6:30 p.m. - City Commission Regular Meeting - Community Room, City/County Complex

September 21, 2016 - 8:30 a.m. - Urban Renewal Agency - East Room, City/County Complex

September 21, 2016 - 4:00 p.m. - Library Board - Park County Library, 228 West Callender Street

September 21, 2016 - 5:00 p.m. - Planning Board - Community Room, City/County Complex

## Supplemental Material

### Notice

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



**Backup material for agenda item:**

- A. 16-09-06 CONSENT - Approve Minutes from 8.16.16 Regular Commission Meeting**

## MINUTES

**Livingston City Commission Tuesday,  
August 16, 2016  
6:30 p.m.  
City- County Complex, Community Room**

**1. Call to Order Roll Call**

- Bennett, Hoglund, Friedman, Schwarz and Sandberg were present.

**2. Moment of Silence**

**3. Pledge of allegiance**

**4. Consent Items (00:04:15)**

**A. CONSENT - Approve Minutes from 8.2.16 Regular Commission Meeting**

**B. CONSENT - Approve Bills and Claims 1st Half August 2016**

**C. CONSENT - Ratify Claims 2nd Half of August FY17**

**D. CONSENT - Approve Mary Beebe re-appointment to City/County Board of Health**

**E. CONSENT - Approve Urban Renewal Agency Funding for final payment of \$1,100 for power washing expenses**

**F. CONSENT - Approve Urban Renewal Agency funding for downtown mural up to the amount of \$6,225**

- Friedman made a motion to approve Consent Items A – F. Hoglund seconded.
  - All in favor, motion passed 5-0.

**5. Proclamations**

**6. Scheduled Public Comment**

## 7. Public Hearings

**A. RESOLUTION NO. 4689 - A RESOLUTION OF THE CITY OF LIVINGSTON, MONTANA, TO MODIFY SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND LEVYING AND ASSESSING 100% OF THE ESTIMATED COSTS OF \$91,740.00 FOR FISCAL YEAR 2016-2017 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COSTS WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT, AND CALLING FOR A PUBLIC HEARING. (00:05:00)**

- Schwarz made a motion to pass Resolution No. 4689. Friedman seconded.
  - All in favor, motion passed 5-0.

**B. RESOLUTION NO. 4690 – A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTIMATING THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 IN THE AMOUNT OF \$47,260.00 FOR FISCAL YEAR 2016-2017 AND LEVYING AND ASSESSING 100% OF THE ESTIMATED COSTS AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT. (00:07:40)**

- Friedman made a motion to pass Resolution No. 4690. Hoglund seconded.
  - All in favor, motion passed 5-0.

**C. RESOLUTION NO. 4691- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING THE WATER RATE IN THE AMOUNT OF 3% TO BECOME EFFECTIVE FOR SEPTEMBER 2016 WATER USAGE, BILLED IN OCTOBER. (00:09:29)**

- Jay Kiefer made comments (00:10:49)
- Jeannie Mayer made comments (00:12:10)
- Patricia Grabow made comments (00:16:10)
- Lenny Gregory made comments (00:21:10)
- Maggie Bovay made comments (00:27:30)
- Derek Smith made comments (00:31:20)
- Jeannie Mayer made comments (01:04:49)
- Patricia Grabow made comments (01:07:09)
- Maggie Bovay made comments (01:13:02)
- Sandberg made a motion to limit debate. Schwarz seconded.
  - Motion failed 1-4. Bennett, Hoglund, Friedman and Schwarz opposed.
- Schwarz made a motion to pass Resolution No. 4691. Friedman seconded.
  - Motion passed 4-1. Sandberg opposed.

**D. RESOLUTION NO. 4692 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, INCREASING THE SEWER RATE IN THE AMOUNT OF 2% TO BECOME EFFECTIVE FOR SEPTEMBER 2016 SEWER USAGE, BILLED IN OCTOBER.**

(01:18:31)

- Patricia Grabow made comments (01:20:09)
- Schwarz made a motion to pass Resolution No. 4692. Friedman seconded.
  - Motion passed 4-1. Sandberg opposed.

**8. Ordinances**

**9. Resolutions**

**A. RESOLUTION NO. 4683 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA APPROVING AN AMENDED AND UPDATED POLICY AND PROCEDURES MANUAL FOR CITY EMPLOYEES. (01:27:19)**

- Sandberg made a motion to table Resolution No. 4683 until the next meeting. No second.
- Jay Kiefer made comments. (01:40:01)
- Friedman made a motion to pass Resolution No. 4683. Hoglund seconded.
- Bennett made a motion to pass Resolution No. 4683 with the amendment to change the word “company” to “city” on page one of the document. Hoglund seconded.
  - Motion passed 4-0. Sandberg abstained.

**B. RESOLUTION NO. 4694 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA OF ITS INTENT TO DISCONTINUE THE RIGHT-OF-WAY IN THE 400 BLOCK OF NORTH 10TH STREET IN THE CITY OF LIVINGSTON, MONTANA. (01:47:27)**

- Harry Annear made comments (01:47:27)
- Jeff Dickerson made comments (02:16:27)
- Friedman made a motion to table Resolution No. 4694. Sandberg seconded.
  - All in favor, motion passed 5-0.

**C. RESOLUTION NO. 4688 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA OF ITS INTENT TO FIX THE TAX LEVY FOR FISCAL YEAR 2016-2017 AND GIVING NOTICE OF A PUBLIC HEARING THEREON. (02:18:25)**

- Jay Kiefer made comments (02:22:07)
- Sandberg made a motion to pass Resolution No. 4688. Friedman seconded.
  - All in favor, motion passed 5-0.



## 10. Action Items

### A. DISCUSS/APPROVE/DENY - REQUEST FROM SCHOOL DISTRICT FOR SUPPORT FOR SCHOOL NURSE PARTNERSHIP (02:25:48)

- Dr. Reid made comments (02:26:44)
- Dr. Don Viegut made comments (02:31:28)
- Vern Biefert made comments (02:35:20)
- Brynn Lowe made comments (02:36:00)
- Heather Jurvakainen made comments (02:37:44)
- Sue Harriman made comments (02:41:50)
- Patricia Grabow made comments (02:43:53)
- Jay Kiefer made comments (02:44:16)
- Dr. Reid made comments (02:54:51)
- Dr. Don Viegut made comments (02:56:54)
- Friedman made a motion to approve the request from the school district for support for the school nurse partnership. Hogle seconded.
  - Motion passed 3-2 (Bennett and Sandberg opposed.)
- Friedman made a motion to extend the meeting beyond 9:30 p.m. Sandberg seconded.
  - All in favor, motion passed 5-0.

### B. DISCUSS/APPROVE/DENY -- REVISING CITY COMMISSION'S POLICY ON SPENDING SKILLMAN BEQUEST INTEREST AND PRINCIPAL (03:02:40)

- Jay Kiefer made comments (03:11:02)
- Patricia Grabow made comments (03:12:15)
- Jeff Dickerson made comments (03:14:49)
- Hogle made a motion to direct the administration to bring back a Resolution to allow the city to spend the Skillman Bequest in any increment for recreation purposes. Friedman seconded.
  - All in favor, motion passed 5-0.

### C. DISCUSS/APPROVE/DENY -- REPAYMENT OF FUNDS LOANED FROM SKILLMAN BEQUEST ACCOUNT (03:32:58)

- Action Item C tabled until next meeting.

## 12. City Manager Comment (03:33:33)

## 13. City Commission Comments

- Sandberg made comments (03:36:04)
- Schwarz made comments (03:42:49)

- Friedman made comments (03:43:11)
- Hoglund made comments (03:44:45)

#### **14. Public Comments**

- Manny Goetz made comments (03:45:57)
- Patricia Grabow made comments (03:53:33)

#### **15. Adjournment 10:26 p.m. (03:58:11)**

**Backup material for agenda item:**

**B. CONSENT - Approve Bills and Claims 2nd Half of August 2016**

For doc #s from 29736 to 29897, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	410130 CITY COMMISSION	603 MONTANA LEAGUE OF CITIES	16-17 Membership Due	2,324.52
1000 GENERAL	410130 CITY COMMISSION	146 LIVINGSTON ENTERPRISE	Resol #4675	115.50
1000 GENERAL	410130 CITY COMMISSION	146 LIVINGSTON ENTERPRISE	Resol #4678	137.50
1000 GENERAL	410130 CITY COMMISSION	146 LIVINGSTON ENTERPRISE	City Comm Mtg Agenda	39.00
1000 GENERAL	410130 CITY COMMISSION	146 LIVINGSTON ENTERPRISE	City Comm Special Mt	33.00
1000 GENERAL	410130 CITY COMMISSION	146 LIVINGSTON ENTERPRISE	Resol #4677	104.50
1000 GENERAL	410130 CITY COMMISSION	146 LIVINGSTON ENTERPRISE	Resol #4676	104.50
1000 GENERAL	410130 CITY COMMISSION	146 LIVINGSTON ENTERPRISE	Resol #4673	120.00
1000 GENERAL	410130 CITY COMMISSION	146 LIVINGSTON ENTERPRISE	Resol #4674	120.00
1000 GENERAL	410130 CITY COMMISSION	146 LIVINGSTON ENTERPRISE	Resol #4693	21.00
1000 GENERAL	410130 CITY COMMISSION	146 LIVINGSTON ENTERPRISE	City Comm Special Mt	27.00
1000 GENERAL	410130 CITY COMMISSION	146 LIVINGSTON ENTERPRISE	City Manager intervi	30.00
1000 GENERAL	410360 CITY JUDGE	2286 BAILEY, KARA	Fall Judicial Confer	156.90
1000 GENERAL	410360 CITY JUDGE	2660 COCOLJ CONFERENCE	Fall Judicial conf.	300.00
1000 GENERAL	410360 CITY JUDGE	2608 STATE OF MONTANA - ITSD	33% Video conferenci	109.29
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	255 PARK COUNTY HEALTH DEPT	Evanson Immunization	65.00
1000 GENERAL	410550 ACCOUNTING	3500 OPENGOV, INC.	OpenGov Transparency	6,000.00
1000 GENERAL	411030 PLANNER	162 CENTURYLINK	Planning Dept	82.25
1000 GENERAL	411030 PLANNER	879 VERIZON WIRELESS	Planning	13.29
1000 GENERAL	411030 PLANNER	63 HOUSE OF CLEAN	Towels	8.39
1000 GENERAL	411030 PLANNER	102 INDUSTRIAL TOWEL	Mat Cleaning	8.56
1000 GENERAL	411030 PLANNER	102 INDUSTRIAL TOWEL	Mat Cleaning	8.56
1000 GENERAL	411030 PLANNER	3387 J & H, Inc.	Copier	17.22
1000 GENERAL	411030 PLANNER	2595 TOWN & COUNTRY FOODS -	Burger, 8/28,8/29,8/	52.11
1000 GENERAL	411230 FACILITY MAINTENANCE	529 GUY'S GLASS, INC.	37% Courthouse Doors	2,493.80
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	37.70
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	37.70
1000 GENERAL	411230 FACILITY MAINTENANCE	147 LIVINGSTON UTILITY	City/County Complex	617.54
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	37% Facility	8.23
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	37% Facility	1,015.41
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	110 S. B St	162.69
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	112 S. B St.	96.00
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	101 Star Road	57.11
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	21.94
1000 GENERAL	411230 FACILITY MAINTENANCE	3391 WEED MASTERS	Weed Control	55.50
1000 GENERAL	411230 FACILITY MAINTENANCE	2768 ACE ROOFING, LLC	37% 6 tubes of solar	15.54
1000 GENERAL	411230 FACILITY MAINTENANCE	2501 D.W. BURNS PLUMBING &	37% Repair men's toi	70.30
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	414 E. Callender Int	3,118.22
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	110 S. B St internet	885.63
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	879 VERIZON WIRELESS	Central	310.70
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	879 VERIZON WIRELESS	Central	68.65
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	Internet @ PW	890.58
1000 GENERAL	411700 CENTRAL STORES	2705 CITY OF LIVINGSTON	Replenish petty cash	20.99
1000 GENERAL	411700 CENTRAL STORES	1783 J & H OFFICE EQUIPMENT	Canon Copier Lease	314.18
1000 GENERAL	411700 CENTRAL STORES	1730 SCHAEFFER MFG CO.	Simplex & Citrol	1,045.81
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	Diesel Fuel, 347 gal	674.68
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	Diesel Fuel, 390 gal	754.31
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	Diesel Fuel, 544 gal	1,083.62
1000 GENERAL	420100 OPERATING ACCOUNT	879 VERIZON WIRELESS	Air Cards - August	413.44
1000 GENERAL	420100 OPERATING ACCOUNT	2945 MONTES AUTO REPAIR, LLC	Sgt- SUV - Brakes, R	687.45
1000 GENERAL	420100 OPERATING ACCOUNT	2945 MONTES AUTO REPAIR, LLC	Labor	320.00
1000 GENERAL	420100 OPERATING ACCOUNT	3234 DANA SAFETY SUPPLY, INC.	Replace Inverter	33.23

For doc #s from 29736 to 29897, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	420100 OPERATING ACCOUNT	3234 DANA SAFETY SUPPLY, INC.	Replace Inverter	455.00
1000 GENERAL	420100 OPERATING ACCOUNT	294 CHAPPELL'S BODY SHOP,	Car Wash Tokens	20.00
1000 GENERAL	420100 OPERATING ACCOUNT	3455 INDUSTRIAL COMM & ELEC OF	Portable radio repai	687.00
1000 GENERAL	420400 OPERATING ACCOUNTS	23 CARQUEST AUTO PARTS	Oil, Oil Stabilizer	15.98
1000 GENERAL	420400 OPERATING ACCOUNTS	54 GATEWAY OFFICE SUPPLY	Office supplies	10.98
1000 GENERAL	420400 OPERATING ACCOUNTS	26 LIVINGSTON ACE HARDWARE -	Fasteners	6.49
1000 GENERAL	420400 OPERATING ACCOUNTS	26 LIVINGSTON ACE HARDWARE -	vlvball	9.99
1000 GENERAL	420400 OPERATING ACCOUNTS	2595 TOWN & COUNTRY FOODS -	Cleaning supplies	29.47
1000 GENERAL	420400 OPERATING ACCOUNTS	2 A-1 MUFFLER, INC.	Oil change & repair	160.00
1000 GENERAL	420400 OPERATING ACCOUNTS	2666 MUNICIPAL EMERGENCY	helmet	56.50
1000 GENERAL	420400 OPERATING ACCOUNTS	26 LIVINGSTON ACE HARDWARE -	Spray paint	9.00
1000 GENERAL	420400 OPERATING ACCOUNTS	3523 PADDY'S WEE MOTORS	Jaws Generator repai	80.00
1000 GENERAL	420400 OPERATING ACCOUNTS	2666 MUNICIPAL EMERGENCY	SCBA annual flow tes	3,761.84
1000 GENERAL	420400 OPERATING ACCOUNTS	2 A-1 MUFFLER, INC.	Brush 1 air flow sen	240.00
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire	154.06
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire	50.42
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire	42.52
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire Chief	71.95
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire & Recuse	42.52
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire & Recuse	42.52
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire & Recuse	42.52
1000 GENERAL	420400 OPERATING ACCOUNTS	151 NORTHWESTERN ENERGY	330 Bennett Fire	44.26
1000 GENERAL	420403 BUILDING INSPECTION	879 VERIZON WIRELESS	Code Enforcement	22.98
1000 GENERAL	420403 BUILDING INSPECTION	879 VERIZON WIRELESS	Building dept	13.23
1000 GENERAL	420403 BUILDING INSPECTION	879 VERIZON WIRELESS	Building dept	0.00
1000 GENERAL	420403 BUILDING INSPECTION	162 CENTURYLINK	Building Dept	159.31
1000 GENERAL	430930 CEMETERY OPERATING	2 A-1 MUFFLER, INC.	Repairs	1,112.00
1000 GENERAL	430930 CEMETERY OPERATING	2112 CHURCHILL EQUIPMENT CO.,	Parts	204.64
1000 GENERAL	430950 ROAMING OPERATING	147 LIVINGSTON UTILITY	Parks & cemetery	751.97
1000 GENERAL	430950 ROAMING OPERATING	879 VERIZON WIRELESS	Cemtery	49.60
1000 GENERAL	430950 ROAMING OPERATING	879 VERIZON WIRELESS	Roaming crew - Jones	22.98
1000 GENERAL	430950 ROAMING OPERATING	879 VERIZON WIRELESS	Parks	23.16
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	15 Fleshman	32.48
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	422 S G	73.62
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	227 River	93.49
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	616 River	249.93
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	227 River	620.68
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	806 N 13th	1.92
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	Weimer Park	68.36
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	8th & Park	8.03
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	229 River	20.90
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	229 River	16.98
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	CC Building	68.02
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	Mike Webb	402.76
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	616 River	11.13
1000 GENERAL	430950 ROAMING OPERATING	2106 MOUNTAIN MOBILE AUTO	Glass	135.00
1000 GENERAL	430950 ROAMING OPERATING	2595 TOWN & COUNTRY FOODS -	Burger, 8/28,8/29,8/	52.11
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	879 VERIZON WIRELESS	Animal Control	64.48
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	1439 STAFFORD ANIMAL SHELTER	Board, Vac & Euth	1,203.00
1000 GENERAL	460430 PARKS OPERATING	162 CENTURYLINK	Park Dept.	106.19
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE -	Supplies	1.88
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE -	Supplies	20.42

For doc #s from 29736 to 29897, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Premix	59.88
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Supplies	93.40
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Fasteners	2.48
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Supplies	32.56
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Key set	29.99
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Supplies	20.96
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Supplies	26.98
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Supplies	37.98
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Supplies	16.46
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Cap	4.49
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Supplies	32.95
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Supplies	16.44
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Supplies	24.02
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Supplies	17.26
1000 GENERAL	460430 PARKS OPERATING	63 HOUSE OF CLEAN	Towels	8.39
1000 GENERAL	460430 PARKS OPERATING	776 KENYON NOBLE	Concrete	88.56
1000 GENERAL	460430 PARKS OPERATING	776 KENYON NOBLE	Supplies	18.18
1000 GENERAL	460430 PARKS OPERATING	776 KENYON NOBLE	Supplies	97.96
1000 GENERAL	460430 PARKS OPERATING	3040 PRO RENTALS & SALES, INC.	Jitterbug	12.24
1000 GENERAL	460430 PARKS OPERATING	282 LIVINGSTON TRUE VALUE	Paint	115.16
1000 GENERAL	460442 CIVIC CENTER ADMIN	1747 CANON FINANCIAL SERVICES,	Canon lease	86.10
1000 GENERAL	460442 CIVIC CENTER ADMIN	151 NORTHWESTERN ENERGY	Civic Center	448.25
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	151 NORTHWESTERN ENERGY	Pool	4,089.49
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	26 LIVINGSTON ACE HARDWARE	- Supplies	14.99
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	26 LIVINGSTON ACE HARDWARE	- Supplies	11.99
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	26 LIVINGSTON ACE HARDWARE	- Supplies	217.31
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	26 LIVINGSTON ACE HARDWARE	- Supplies	21.96
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	26 LIVINGSTON ACE HARDWARE	- Supplies	29.98
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3357 ADVANCED TECHNOLOGY	Pool chemicals	5,424.00
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3624 Murphy's Brothers	Service Calls	782.00
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	1667 WATCO POOLS, INC.	Service Call	639.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3364 CITY OF LIVINGSTON	Replenish petty cash	4.90
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3364 CITY OF LIVINGSTON	Replenish petty cash	12.48
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	26 LIVINGSTON ACE HARDWARE	- Fasteners	7.82
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	26 LIVINGSTON ACE HARDWARE	- Return fasteners	-7.82
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	26 LIVINGSTON ACE HARDWARE	- Fasteners	15.84
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	1101 LIVINGSTON SCHOOL	Bus Trip- summer cam	255.87
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3035 LIVINGSTON FOOD PANTRY	Breakfast - June Sum	450.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3387 J & H, Inc.	Admin. Services copi	79.37
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	47 WILCOXSON'S	Pool Ice Cream	31.75
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	47 WILCOXSON'S	Pool Ice Cream	85.50
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	47 WILCOXSON'S	Pool Ice Cream	17.25
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	54 GATEWAY OFFICE SUPPLY	Pool Certificates -	21.95
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	54 GATEWAY OFFICE SUPPLY	15 Laminating sheets	5.85
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	14 SHOPKO STORES, LLC	Rec Activity supplie	15.96
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3635 BAUER, SIERRA	Art Instructor 6x\$14	84.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	879 VERIZON WIRELESS	Rec. dept	150.31
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	879 VERIZON WIRELESS	Rec. dept	0.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	879 VERIZON WIRELESS	ATS	67.33
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	879 VERIZON WIRELESS	ATS	61.52
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	879 VERIZON WIRELESS	ATS	40.92
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	879 VERIZON WIRELESS	City Pool	33.50

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1000 GENERAL	460449 ADMINISTRATIVE SERVICES	162 CENTURYLINK	Civic Center	98.94
<b>Total for Fund:</b>				<b>51,007.96</b>
2212 SUMMERFEST	460420 SUMMERFEST	2729 ASCAP	License Summerfest M	346.65
2212 SUMMERFEST	460420 SUMMERFEST	3130 TOWNSQUARE MEDIA-BOZEMAN	Summerfest Radio ad'	420.00
<b>Total for Fund:</b>				<b>766.65</b>
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	61 TERRELL'S OFFICE	Kyocera Copier	396.00
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	2571 CENTRAL SERVICES DIVISION	CJIN Services 1 year	7,145.43
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	3449 LEAF	Lease Kyocera Copier	27.60
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	879 VERIZON WIRELESS	Dispatch	24.56
2300 COMMUNICATIONS/DISPATCH	470300 ECONOMIC DEVELOPMENT	146 LIVINGSTON ENTERPRISE	URA mtg	54.00
2300 COMMUNICATIONS/DISPATCH	470300 ECONOMIC DEVELOPMENT	146 LIVINGSTON ENTERPRISE	URA mtg	27.00
<b>Total for Fund:</b>				<b>7,674.59</b>
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	I90 & 89 SL	7.90
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	97 View Vista SL	8.39
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	600 W Park SL	54.94
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	412 W Call SL	62.42
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	C&D & Lewis	25.56
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	1100 W Geyser SL	7.55
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	900 W Geyser SL	7.55
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	132 S B SL	121.91
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	E & Alley SL	40.64
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	18 W Park SL	69.48
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	F&G & Call SL	35.22
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	D&E & Call SL	52.28
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	M&N & Call SL	51.99
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	School on Park	8.39
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	N 7th & MT & Chin SL	44.40
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	N 2nd & MT & Chin SL	66.22
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	Glenn SL	109.97
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	105 W Parl SL	32.28
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	320 N Main SL	12.55
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	114 W Summ SL	23.11
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	202 S 2 SL	21.98
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	Arcs & Posts	282.64
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	Livingston SL	4,337.15
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	400 N M SL	12.31
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	608 W Chin SL	56.09
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	710 W Call SL	54.65
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	320 Alpenglw SL	39.55
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	320 Alpenglw SL	1.80
<b>Total for Fund:</b>				<b>5,648.92</b>
2500 STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	147 LIVINGSTON UTILITY	Street Shop	61.93
2500 STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	879 VERIZON WIRELESS	Street	13.66
2500 STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	879 VERIZON WIRELESS	Street	65.66

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2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	151 NORTHWESTERN ENERGY	406 Bennett 50%	124.57
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	3390 TD&H ENGINEERING, INC	B15-081	468.55
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE -	Supplies	45.80
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE -	Chain	52.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE -	Vinegar	18.36
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE -	Supplies	34.96
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE -	Clock	19.99
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	630 ANDERSON PRECAST & SUPPLY	Frame / Grate	558.69
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	630 ANDERSON PRECAST & SUPPLY	Supplies	3,240.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	679 BAINTER BACKHOE & CAT	Sun Ave	19,701.09
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3293 BLACKFOOT COMMUNICATIONS	Internet	50.50
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3636 B.S.W. Construction	Sun Ave concrete	500.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	23 CARQUEST AUTO PARTS	Coupler	3.79
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	23 CARQUEST AUTO PARTS	Ball	14.72
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	23 CARQUEST AUTO PARTS	XHB	285.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	23 CARQUEST AUTO PARTS	Switch	6.25
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	1845 GENERAL DISTRIBUTING	Supplies	194.13
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3574 HD Supply Waterworks, LTD	Sun Ave	198.80
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3574 HD Supply Waterworks, LTD	Sun Ave Return	-331.80
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3574 HD Supply Waterworks, LTD	Sun Ave	3,500.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	63 HOUSE OF CLEAN	Towels	8.39
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	102 INDUSTRIAL TOWEL	Mat Cleaning	8.55
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	102 INDUSTRIAL TOWEL	Mat Cleaning	8.55
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3387 J & H, Inc.	Copier	17.22
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	2001 KARNATZ TREE SERVICE	Trimming for chip se	3,450.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	776 KENYON NOBLE	Sun Ave	94.92
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	776 KENYON NOBLE	Supplies	47.97
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	2863 KIMBALL MIDWEST	Supplies	223.22
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	2863 KIMBALL MIDWEST	Supplies	72.48
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	2971 KM CONSTRUCTION CO, INC.	Sun Ave Paving	5,380.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	2830 LEHRKIND'S COCA-COLA	Water	15.50
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	2274 MURDOCHS RANCH & HOME	Supplies	770.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	2274 MURDOCHS RANCH & HOME	Supplies	849.93
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	12 NORMONT EQUIPMENT	Supplies	129.48
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	14 SHOPKO STORES, LLC	Supplies	36.97
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	1814 SPECIAL LUBE	Oil change	68.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	2528 SNAP-ON INDUSTRIAL	Supplies	103.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3237 WHISTLER TOWING, LLC	Towing for chip seal	500.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	2595 TOWN & COUNTRY FOODS -	Burger, 8/28,8/29,8/	52.11
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	2705 CITY OF LIVINGSTON	Trailer Registration	23.00
				<b>Total for Fund:</b>	<b>40,685.94</b>
2820	GAS TAX	430240 STREET DEPARTMENT	3528 DD Enterprises	Dust Control	1,925.00
2820	GAS TAX	430240 STREET DEPARTMENT	2904 FISHER SAND AND GRAVEL	3/8" rock	8,565.75
2820	GAS TAX	430240 STREET DEPARTMENT	2904 FISHER SAND AND GRAVEL	Concrete	1,117.75
2820	GAS TAX	430240 STREET DEPARTMENT	2971 KM CONSTRUCTION CO, INC.	Sun Ave paving	4,920.00
2820	GAS TAX	430240 STREET DEPARTMENT	8 KNIFE RIVER	Cold Mix	365.25
2820	GAS TAX	430240 STREET DEPARTMENT	8 KNIFE RIVER	Cold Mix	1,301.25
				<b>Total for Fund:</b>	<b>18,195.00</b>



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5210 WATER OPERATING	343021 METERED WATER SALES	999999 BRAY, ROVERT	Overpayment on final	16.27
5210 WATER OPERATING	430510 WATER ADMINISTRATION	2595 TOWN & COUNTRY FOODS -	Burger, 8/28,8/29,8/	36.48
5210 WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Water Cell	24.15
5210 WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Water Cell	68.89
5210 WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Water Cell	11.87
5210 WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Water Cell 1/2	25.83
5210 WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Water 1/2	29.73
5210 WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Water 1/2	0.00
5210 WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Water 1/2	66.31
5210 WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Public works eng	58.32
5210 WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Cain	42.52
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	40 Water Tower	47.03
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	B st well	2,098.20
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	200 E Res	23.55
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	200 E Res	1,589.00
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	601 Robin	1,876.07
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	4 Billman	2,523.91
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	CC Pump	162.04
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	56 Water Tower	266.14
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	D & Geyser Well	1,644.71
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	Werner Pump	1,051.63
5210 WATER OPERATING	430515 WATER SERVICES	26 LIVINGSTON ACE HARDWARE -	Supplies	9.99
5210 WATER OPERATING	430515 WATER SERVICES	948 BRIDGER ELECTRIC, INC.	Billman Well	4,070.85
5210 WATER OPERATING	430515 WATER SERVICES	23 CARQUEST AUTO PARTS	Filter & Element	88.13
5210 WATER OPERATING	430515 WATER SERVICES	1276 FASTENAL COMPANY	Paint	155.56
5210 WATER OPERATING	430515 WATER SERVICES	54 GATEWAY OFFICE SUPPLY	UPS	12.61
5210 WATER OPERATING	430515 WATER SERVICES	3387 J & H, Inc.	Copier	17.22
5210 WATER OPERATING	430515 WATER SERVICES	776 KENYON NOBLE	Supplies	54.88
5210 WATER OPERATING	430515 WATER SERVICES	776 KENYON NOBLE	Supplies	31.56
5210 WATER OPERATING	430515 WATER SERVICES	3390 TD&H ENGINEERING, INC	B15-081	639.55
5210 WATER OPERATING	430515 WATER SERVICES	1430 USA BLUEBOOK	Cuvettes	164.25
5210 WATER OPERATING	430515 WATER SERVICES	3413 MSU-Northern	Fall 2016 Water Scho	250.00
5210 WATER OPERATING	430515 WATER SERVICES	3413 MSU-Northern	Fall 2016 Water Scho	250.00
5210 WATER OPERATING	430515 WATER SERVICES	948 BRIDGER ELECTRIC, INC.	Series C F-Frame Mol	1,763.47
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	295 BLACK MOUNTAIN SOFTWARE,	MP5-Cass Certifcatio	33.33
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	162 CENTURYLINK	Utility Billing 1/3	100.67
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	147 LIVINGSTON UTILITY	Utility Shop	119.92
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	151 NORTHWESTERN ENERGY	330 Bennett 1/3	177.81
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	92 DANA KEPNER COMPANY	MXU's	27,500.00
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	63 HOUSE OF CLEAN	Towels	8.39
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	102 INDUSTRIAL TOWEL	Mat Cleaning	8.56
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	102 INDUSTRIAL TOWEL	Mat Cleaning	8.56
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	3390 TD&H ENGINEERING, INC	B15-081	7,080.75
5210 WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	54 GATEWAY OFFICE SUPPLY	Mailing seals - Rate	5.24
5210 WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	54 GATEWAY OFFICE SUPPLY	Mailing seals - Rate	19.88
5210 WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	3633 BILLING DOCUMENT	Online Bill Pay Set	250.00
5210 WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	295 BLACK MOUNTAIN SOFTWARE,	Online Billing BDS I	31.33
5210 WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	2705 CITY OF LIVINGSTON	Parking Lot Material	46.98
<b>Total for Fund:</b>				<b>54,562.14</b>
5310 SEWER OPERATING	430610 SEWER ADMINISTRATION	3390 TD&H ENGINEERING, INC	B15-081	639.54

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5310 SEWER OPERATING	430620 FACILITIES	295 BLACK MOUNTAIN SOFTWARE,	MP5-Cass Certificatio	33.33
5310 SEWER OPERATING	430620 FACILITIES	162 CENTURYLINK	Utility Billing 1/3	100.67
5310 SEWER OPERATING	430620 FACILITIES	147 LIVINGSTON UTILITY	Utility Shop	126.06
5310 SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Water Cell	25.45
5310 SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Sewer Cell 1/2	25.84
5310 SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Sewer Cell	23.41
5310 SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Sewer Cell	61.88
5310 SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Sewer 1/2	29.74
5310 SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Sewer 1/2	0.00
5310 SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Sewer 1/2	66.31
5310 SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	WWTP	83.64
5310 SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	WWTP - pager	22.98
5310 SEWER OPERATING	430620 FACILITIES	151 NORTHWESTERN ENERGY	330 Bennett 1/3	177.81
5310 SEWER OPERATING	430620 FACILITIES	102 INDUSTRIAL TOWEL	Mat Cleaning	8.55
5310 SEWER OPERATING	430620 FACILITIES	102 INDUSTRIAL TOWEL	Mat Cleaning	8.55
5310 SEWER OPERATING	430620 FACILITIES	2595 TOWN & COUNTRY FOODS -	Burger, 8/28,8/29,8/	15.63
5310 SEWER OPERATING	430620 FACILITIES	2595 TOWN & COUNTRY FOODS -	Burger, 8/28,8/29,8/	52.11
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	800 W Camb PS	27.49
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	3 Rogers LS	8.46
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	200 E Res	12.31
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	900 River Pump	3,265.44
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	1011 River Pump	15.07
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	Monroe LS	96.54
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	9th & 10th LS	27.46
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	2800 E ParK LS	95.92
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	320 Alpenglow LS	168.37
5310 SEWER OPERATING	430625 SEWER SERVICES	1276 FASTENAL COMPANY	Paint	212.47
5310 SEWER OPERATING	430625 SEWER SERVICES	3387 J & H, Inc.	Copier	17.22
5310 SEWER OPERATING	430625 SEWER SERVICES	34 MOUNTAIN AIR SPORTS	Shirts	126.40
5310 SEWER OPERATING	430630 COLLECTION AND	63 HOUSE OF CLEAN	Towels	8.39
5310 SEWER OPERATING	430630 COLLECTION AND	3639 SCENIC CITY ENTERPRISES,	Storm Drain cleaning	4,095.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	162 CENTURYLINK	Sewer Plant	182.19
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	147 LIVINGSTON UTILITY	Sewer Plant	399.43
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	151 NORTHWESTERN ENERGY	316 Bennett WWTP	5,389.87
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	26 LIVINGSTON ACE HARDWARE -	Supplies	56.12
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3605 ADVANCED ENGINEERING &	P05613	53,982.18
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3293 BLACKFOOT COMMUNICATIONS	Internet	50.49
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3637 DALMATION FIRE EQUIPMENT	Supplies	2,500.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	B16051505	102.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	B16060206	32.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	B16071646	102.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	B16072332	22.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	B160723848	377.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	B16080226	102.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	B16080521	102.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	98 GRAYBEAL'S ALL SERVICE	WWTP repairs	407.50
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	102 INDUSTRIAL TOWEL	Mat Cleaning	23.90
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	102 INDUSTRIAL TOWEL	Mat Cleaning	23.90
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	2830 LEHRKIND'S COCA-COLA	Water	40.55
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	1 TECH ELECTRIC, INC	Repairs	266.42
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	54 GATEWAY OFFICE SUPPLY	Mailing seals - Rate	5.23
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	54 GATEWAY OFFICE SUPPLY	Mailing seals - Rate	19.89

For doc #s from 29736 to 29897, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	3633 BILLING DOCUMENT	Online Bill Pay Set	250.00
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	295 BLACK MOUNTAIN SOFTWARE,	Online Billing BDS I	31.34
<b>Total for Fund:</b>				<b>74,146.05</b>
5410 SOLID WASTE	430820 FACILITIES	295 BLACK MOUNTAIN SOFTWARE,	MP5-Cass Certificatio	33.34
5410 SOLID WASTE	430820 FACILITIES	162 CENTURYLINK	Utility Billing 1/3	100.66
5410 SOLID WASTE	430820 FACILITIES	162 CENTURYLINK	Scale house	99.00
5410 SOLID WASTE	430820 FACILITIES	10 MOBILE REPAIR & WELDING,	Mirror Brackets	39.76
5410 SOLID WASTE	430820 FACILITIES	879 VERIZON WIRELESS	Solid Waste truck	0.00
5410 SOLID WASTE	430820 FACILITIES	879 VERIZON WIRELESS	Solid Waste truck	13.23
5410 SOLID WASTE	430820 FACILITIES	879 VERIZON WIRELESS	Transfer Station	16.08
5410 SOLID WASTE	430820 FACILITIES	879 VERIZON WIRELESS	Scale House	22.98
5410 SOLID WASTE	430820 FACILITIES	879 VERIZON WIRELESS	Transfer station - V	51.71
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	406 Bennett 50%	124.57
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	408 Bennett Scale	39.50
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	408 Bennett TS	369.54
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	330 Bennett 1/3	177.80
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	330 Bennett Compacto	109.45
5410 SOLID WASTE	430820 FACILITIES	63 HOUSE OF CLEAN	Towels	8.39
5410 SOLID WASTE	430820 FACILITIES	102 INDUSTRIAL TOWEL	Mat Cleaning	8.55
5410 SOLID WASTE	430820 FACILITIES	102 INDUSTRIAL TOWEL	Mat Cleaning	8.55
5410 SOLID WASTE	430820 FACILITIES	3387 J & H, Inc.	Copier	17.22
5410 SOLID WASTE	430820 FACILITIES	2595 TOWN & COUNTRY FOODS -	Burger, 8/28,8/29,8/	52.11
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	147 LIVINGSTON UTILITY	City/County Complex	61.92
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	26 LIVINGSTON ACE HARDWARE -	Supplies	133.87
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	22 ALL SERVICE TIRE &	Tires	1,564.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	22 ALL SERVICE TIRE &	Service call	115.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	22 ALL SERVICE TIRE &	Flat Repair	15.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	274 BERGSING, TOM	Bid Specs	600.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	23 CARQUEST AUTO PARTS	Supplies	138.78
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3479 COLLECTIVE RECYCLERS &	Shed	2,000.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	529 GUY'S GLASS, INC.	For bobcat	152.50
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	776 KENYON NOBLE	Premix	9.58
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	2830 LEHRKIND'S COCA-COLA	Water	37.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3638 MAYER MASONRY	Repairs	437.61
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	10 MOBILE REPAIR & WELDING,	D Rings	60.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3040 PRO RENTALS & SALES, INC.	Seal	42.95
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1814 SPECIAL LUBE	Oil Change	39.00
5410 SOLID WASTE	430835 CAPITAL OUTLAY	3219 GALLATIN SCALES INC	Repair Scale	1,300.00
5410 SOLID WASTE	430840 DISPOSAL	2919 FOUR CORNERS RECYCLING,	Commodity Credit	-1,415.73
5410 SOLID WASTE	430840 DISPOSAL	2919 FOUR CORNERS RECYCLING,	Pulls	2,805.00
5410 SOLID WASTE	430840 DISPOSAL	2919 FOUR CORNERS RECYCLING,	Box Rent	400.00
5410 SOLID WASTE	430840 DISPOSAL	2919 FOUR CORNERS RECYCLING,	PLASTIC	54.75
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	54 GATEWAY OFFICE SUPPLY	Mailing seals - Rate	5.23
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	54 GATEWAY OFFICE SUPPLY	Mailing seals - Rate	19.89
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	3633 BILLING DOCUMENT	Online Bill Pay Set	250.00
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	541 HAEFS, BRAD	Reimb. Clerk & Recor	14.00
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	2595 TOWN & COUNTRY FOODS -	Scale House supplies	29.86
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	2595 TOWN & COUNTRY FOODS -	Scale House supplies	23.54
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	3293 BLACKFOOT COMMUNICATIONS	Internet	50.49
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	295 BLACK MOUNTAIN SOFTWARE,	Online Billing BDS I	31.33

08/31/16  
10:27:23

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 9/16

Page: 9  
Report ID: AP100Z

For doc #s from 29736 to 29897, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount	
<b>Total for Fund:</b>				<b>10,268.01</b>	
5510	AMBULANCE SERVICES	343000 AMBULANCE SERVICES	999999 CLAIR, BETTY	Refund Ambulance Ove	25.00
5510	AMBULANCE SERVICES	343000 AMBULANCE SERVICES	999999 MCGEE, WARREN C/O BEVERLY	Refund Ambulance Ove	90.83
5510	AMBULANCE SERVICES	343000 AMBULANCE SERVICES	999999 NEAL, ARCHIE	Refund Ambulance Ove	113.16
5510	AMBULANCE SERVICES	343000 AMBULANCE SERVICES	999999 PLUID, BEVERLY	Refund Ambulance Ove	180.37
5510	AMBULANCE SERVICES	343000 AMBULANCE SERVICES	999999 RENNIE, SHARON	Refund Ambulance Ove	109.21
5510	AMBULANCE SERVICES	343000 AMBULANCE SERVICES	999999 ROSS, DANIELLE	Refund Ambulance Ove	470.00
5510	AMBULANCE SERVICES	343000 AMBULANCE SERVICES	999999 SAIN, ROBERT	Refund Ambulance Ove	135.74
5510	AMBULANCE SERVICES	343000 AMBULANCE SERVICES	999999 SHINN, JOHN	Refund Ambulance Ove	107.17
5510	AMBULANCE SERVICES	343000 AMBULANCE SERVICES	999999 SMITH, JOYCE	Refund Ambulance Ove	230.00
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	247.32
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	NBP cuff, spo2 senso	304.48
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	184.56
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	329.27
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	195.91
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	55 LIVINGSTON HEALTH	Patient supplies	644.97
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2106 MOUNTAIN MOBILE AUTO	m2 Windshield replac	355.00
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3634 SHIELDS GARAGE	M4 AC repair	244.00
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2595 TOWN & COUNTRY FOODS -	station supplies	19.61
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient Supplies	30.99
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	55 LIVINGSTON HEALTH	Patient Supplies	54.06
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	55 LIVINGSTON HEALTH	Patient Supplies	9.00
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	879 VERIZON WIRELESS	EMS	105.92
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	879 VERIZON WIRELESS	EMS	13.23
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	879 VERIZON WIRELESS	EMS	46.97
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	879 VERIZON WIRELESS	EMS	13.82
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	879 VERIZON WIRELESS	Medic 2	33.50
<b>Total for Fund:</b>				<b>4,294.09</b>	
7910	PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	3010 EMANUAL, ANDREW	Flex account	630.00
7910	PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	3010 EMANUAL, ANDREW	Flex account	175.00
7910	PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	2880 HOPKIN, HEATHER	Flex Account	50.00
7910	PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	2969 CLAWSON - ROBERTS,	Flex account	44.00
7910	PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	958 HARRINGTON, KEVIN	Flex Account	108.09
7910	PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	1901 HARRIS, JOSEPH E.	Flex Account	45.00
<b>Total for Fund:</b>				<b>1,052.09</b>	
<b>Total:</b>				<b>268,301.44</b>	

**Backup material for agenda item:**

- A. RESOLUTION NO. 4695 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, FIXING THE TAX LEVY FOR FISCAL YEAR 2016-2017.**

**RESOLUTION NO. 4695**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, FIXING THE TAX LEVY FOR FISCAL YEAR 2016-2017.**

**WHEREAS**, pursuant to 7-6-4001 et seq. Montana Code Annotated (MCA), and by Resolution No. 4685 the City Commission approved the Final Budget for the City of Livingston for Fiscal Year 2016-2017; and

**WHEREAS**, after determining the Final Budget, the City Commission is required to determine the property tax levy needed for each fund by:

- a) adding the total amount of the appropriations and authorized expenditures for the budget year;
- b) adding an additional amount as a reserve to meet expenditures made from the fund during the months of July to November of the next fiscal year;
- c) subtracting the working capital; and
- d) subtracting the total estimated revenue, other than the property tax levy, for the budget year; and

**WHEREAS**, pursuant to 7-6-4036, MCA, the City of Livingston is required to fix the tax levy by the later of the first Thursday after the first Tuesday in September or within 30 days after receipt of the certified taxable values, at levels that will balance the budget as provided for in 7-6-4034 MCA and in the manner provided by 15-10-201, MCA, i.e. shall make and fix every such levy in mills and tenths and hundredths of mills; and

**WHEREAS**, the value of the mill for Fiscal Year 2016-2017 is \$11,321.47; and

**WHEREAS**, pursuant to Resolution # 4688, following legal notice, the City Commission, pursuant to 7-6-4001 et seq. MCA, conducted a public hearing on the proposed tax levy for Fiscal Year 2016-2017 on September 6, 2016, at 6:30 p.m.

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

**Section One.** That it is the intent of the City Commission of the City of Livingston, Montana to fix, levy and assess the general all-purpose mill levy and authorized additional mill levies against all taxable property, both real and personal in the City of Livingston, Montana, for the Fiscal Year beginning July 1, 2016, and ending on June 30, 2017, as follows:

<b>Fund</b>	<b>Title</b>	<b>Mill</b>
<b>Mill levies subject to limit (15-10-420, MCA):</b>		
1000	General	157.24
2190	Comprehensive Insurance	1.00
2370	PERS	6.15
2373	Police Pension	8.55
2374	Fire Pension	7.10
2220	Library	7.00
2220	Library Capital Funding	1.00
2371	Aggregate Health Insurance	<u>9.00</u>
	<b>Total mills subject to limit</b>	<b><u>197.04</u></b>
<b>Mill levies not subject to mill levy limit (2-18-703(3), MCA):</b>		
2372	Permissive Health Insurance	<u>31.02</u>
	<b>Total mills not subject to limit</b>	<b><u>31.02</u></b>
<b>Voter approved mill levies:</b>		
3003	2000 Fire Truck GOB	3.25
3005	2016 Fire Truck GOB	4.50
5510	Ambulance	<u>2.00</u>
	<b>Total voter approved mills</b>	<b><u>9.75</u></b>
<b>Total Mills</b>		<b><u>237.81</u></b>

**Section Two.** That the effective date of this Resolution will be July 1, 2016.

**Section Three.** That the taxes fixed, levied and assessed will be collected by the County of Park, Montana, and the Finance Officer of the City of Livingston shall cause to be certified to the County Treasurer and the County Clerk and Recorder of Park County, Montana, a copy of this Resolution immediately after passage.

**Section Four.** That the Finance Officer will within a reasonable time forward a complete copy of the final budget together with tax levies to the Department of Commerce.

**Section Five.** That the City Manager hereby authorize the City Manager, pursuant to 7-6-4031 MCA, to transfer appropriations between items within the same fund.

**Section Six.** That, pursuant to 7-6-4006 MCA, appropriations may be adjusted pursuant to procedures authorized by the City Commission for:

- a) debt service funds for obligations related to debt approved by the governing body;
- b) trust funds for obligations authorized by trust covenants;
- c) any fund for federal, state, local or private grants and shared revenue accepted and approved by the City Commission;
- d) any fund for special assessments approved by the City Commission;
- e) the proceeds from the sale of land;

**Resolution No. 4695**

**Resolution Levying and Assessing the tax levy for FY 2016-2017**

**Page 2**

- f) any fund for gifts or donations; and
- g) money borrowed during the fiscal year.

**Section Seven:** That, pursuant to 7-6-4012 MCA, the City Commission hereby authorizes adjustments to appropriations funded by fees throughout the budget period which are based upon the cost of providing a service and are fully funded by the related fees for services, fund reserves or non-fee revenue such as interest for:

- a) proprietary fund appropriations; or
- b) other appropriations specifically identified in the final budget resolution as fee-based appropriations.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of September, 2016.

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**JAMES BENNETT – Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

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**LISA HARRELD**  
Recording Secretary

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**ERIK COATE**  
City Attorney





Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Ordinance/Resolution No: **4695**

**Date of First Consideration/Status:** August 16<sup>th</sup>, 2016

**Purpose of Legislation:** To set the City’s Tax Levy for Fiscal Year 2016-2017

**Statutory Authority/Reference:** Sections 7-6-4001, 7-6-4006, 7-6-4012, 7-6-4034, 7-6-4036, Montana Code Annotated

**Background:** Annually, the City establishes its tax levy by Resolution; as required by state law. By state mandate, this action must be taken by the first Thursday in September OR 30 days after receipt of the certified taxable values. The tax levy generates necessary revenues for several important funds within the City’s financial structure; the most important being the General Fund.

**Fiscal Impact:** Many parts of the FY 17 annual budget were established according to the projection and distribution of tax levy revenues, which are delineated in the attached Mill Values and Levies chart. Establishment of the annual tax levy will provide the funds needed to implement the FY 17 annual budget and Capital Improvement Plan.

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

**Attachments:** Exhibit A: Public Notice; Analysis of City Mill Values and Levies

**CITY OF LIVINGSTON**  
**ANALYSIS OF CITY MILL VALUES & LEVIES**  
**FISCAL YEARS 2008 TO 2017**

<u>MILL VALUES</u>	-----Fiscal Year-----									
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Mill Value Including TIF's	\$ 10,167	\$ 10,128	\$ 10,514	\$ 10,901	\$ 11,037	\$ 11,201	\$ 11,564	\$ 11,394	\$ 10,916	\$ 11,321
Percentage Increase		-0.4%	3.8%	3.7%	1.2%	1.5%	3.2%	-1.47%	-4.20%	3.71%
Mill Value Excluding TIF's	\$ 9,885	\$ 9,880	\$ 10,149	\$ 10,488	\$ 10,577	\$ 10,712	\$ 11,030	\$ 10,978	\$ 10,562	\$ 10,982
Percentage Increase		-0.1%	2.7%	3.3%	0.8%	1.3%	3.0%	-0.5%	-3.8%	3.98%
<b><u>MILL LEVIES SUBJECT TO LIMIT:</u></b>										
GENERAL	119.86	115.24	118.79	111.14	109.87	114.21	141.24	141.12	153.01	157.24
COMP. LIAB INSURANCE	8.53	9.32	7.41	12.31	9.00	14.62	4.00	2.00	3.50	1.00
PERS	1.25	1.43	2.87	5.98	4.50	4.67	4.50	4.50	5.50	6.15
POLICE PENSION	7.76	8.40	8.08	8.00	10.70	8.29	7.25	7.25	6.75	8.55
FIRE PENSION	7.75	9.96	8.93	5.56	8.51	6.47	7.00	7.00	5.00	7.10
LIBRARY	9.13	9.13	9.23	9.23	9.23	7.00	7.00	7.00	7.00	7.00
LIBRARY CAPITAL FUNDING	-	-	-	-	-	1.77	0.46	1.00	1.00	1.00
SANITARIAN	2.53	2.82	2.72	2.72	3.00	3.00	-	-	-	-
AMBULANCE	1.36	1.36	1.36	1.36	1.36	1.36	0.36	1.00	-	-
AGGREGATE HEALTH INS	12.51	10.94	11.88	13.59	9.93	15.80	11.00	11.00	10.00	9.00
<b>TOTAL MILL LEVIES SUBJECT TO LIMIT</b>	<u>170.68</u>	<u>168.60</u>	<u>171.27</u>	<u>169.89</u>	<u>166.10</u>	<u>177.19</u>	<u>182.81</u>	<u>181.87</u>	<u>191.76</u>	<u>197.04</u>
<b><u>MILL LEVIES NOT SUBJECT TO MILL LEVY LIMIT</u></b>										
PERMISSIVE HEALTH INSURANCE	12.11	13.40	18.42	21.55	23.07	23.51	21.54	23.58	29.29	31.02
<b><u>VOTED MILL LEVIES:</u></b>										
FIRE TRUCK GOB	2.42	1.23	2.43	2.46	2.46	-	-	-	-	-
2000 FIRE TRUCK	4.07	1.64	3.64	3.68	4.18	3.18	3.18	3.00	2.75	3.25
2016 FIRE TRUCK	-	-	-	-	-	-	-	-	-	4.50
AMBULANCE	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
RR CROSSING	-	11.25	11.25	11.25	11.25	11.25	-	-	-	-
<b>TOTAL VOTED LEVY</b>	<u>8.49</u>	<u>16.12</u>	<u>19.32</u>	<u>19.39</u>	<u>19.89</u>	<u>16.43</u>	<u>5.18</u>	<u>5.00</u>	<u>4.75</u>	<u>9.75</u>
<b>TOTAL MILLS</b>	<u>191.28</u>	<u>198.12</u>	<u>209.01</u>	<u>210.83</u>	<u>209.06</u>	<u>217.13</u>	<u>209.53</u>	<u>210.45</u>	<u>225.80</u>	<u>237.81</u>

Percentage increase in mill levy	<b>5.3%</b>
Percentage increase in Property Taxes Levied	<b>9.2%</b>
Maximum mill levy subject to limit	<b>197.04</b>
Recommended levy subject to limit	<b>197.04</b>
Allowable Mills not Levied	<u><b>0.00</b></u>
Actual value of mill	<b>11,321</b>
Allowable property taxes not levied	<b>\$ -</b>

**Backup material for agenda item:**

- A. RESOLUTION NO. 4696 - A RESOLUTION RELATING TO GENERAL OBLIGATION BONDS, SERIES 2016; AUTHORIZING THE ISSUANCE AND SALE THEREOF; DELEGATING THE AWARD OF THE BONDS TO CERTAIN CITY OFFICIALS.**

## CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Livingston, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "A RESOLUTION RELATING TO GENERAL OBLIGATION BONDS, SERIES 2016; AUTHORIZING THE ISSUANCE OF AND PROVIDING FOR THE SALE THEREOF; DELEGATING THE AWARD OF THE BONDS TO CERTAIN CITY OFFICIALS" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a regular meeting on September 6, 2016 and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following City Commission members voted in favor thereof:

voted against the same:

abstained from voting thereon:

or were absent:

WITNESS my hand and seal officially this \_\_\_\_ day of September, 2016.

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City Clerk

## RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION RELATING TO GENERAL OBLIGATION BONDS, SERIES 2016;  
AUTHORIZING THE ISSUANCE AND SALE THEREOF; DELEGATING THE  
AWARD OF THE BONDS TO CERTAIN CITY OFFICIALS

WHEREAS, the City of Livingston, Montana (the "City") desires to issue its General Obligation Bonds, Series 2016 (the "Bonds"), in the original aggregate principal amount not to exceed \$750,000;

WHEREAS, a special election by the electors of the City was held by mail ballot election November 3, 2015 (the "Mail Ballot Election") in connection with the issuance of the Bonds;

WHEREAS, the Bonds will be issued to finance the costs of: (i) acquiring firefighting equipment, including but not limited to a fire truck (the "Equipment"), and (ii) paying costs associated with the sale and issuance of the Bonds;

WHEREAS, City finance staff has determined that it is advantageous to proceed with the issuance of the Bonds in order to finance the costs described above.

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

Section 1. Authorization and Sale; Recitals.

1.01. Statutory Authority. The City is authorized by Montana Code Annotated, Title 7, Chapter 7, Part 42, as amended (the "Act"), to issue general obligation bonds to finance an undertaking that is duly approved by the electors of the City. Pursuant to the Mail Ballot Election a majority of the electors in the City approved the issuance of the Bonds.

1.02. Authorization. The City Commission hereby approves the issuance and sale of its General Obligation Bonds, Series 2016 for the purpose of: (i) financing the acquisition of Equipment; and (ii) paying the costs of issuance of the Bonds.

1.03. Debt Limitations. All acts, conditions and things required by the Constitution and laws of the State of Montana, including the Act, in order to make the Bonds valid and binding general obligations in accordance with their terms and in accordance with the terms of this resolution have been done, do exist, have happened and have been performed in regular and due form, time, and manner as so required. The indebtedness to be evidenced by the Bonds and all other general obligation indebtedness of the City does not exceed the limitation set forth in Section 7-7-4201 of the Act. The City has full power and authority to issue the Bonds.

1.04. Sale of Bonds; Purchase Agreement. The City Commission hereby determines that it is in the best interests of the City to sell the Bonds through a negotiated sale to D.A. Davidson & Co. ("Davidson") or directly to a local bank or banks. Davidson will serve as either underwriter or private placement agent for the Bonds.

1.05. Delegation to Award Committee. The City Commission hereby delegates to the Chairman of the City Commission, City Manager and Finance Director (collectively, the "Award Committee") the authority to accept the sale of the Bonds to D.A. Davidson & Co., Bozeman, Montana (the "Davidson"), on behalf of the City if the following criteria are met: (i) the purchase price of the Bonds shall not be less than 97.5% of the par amount of the Bonds (plus accrued interest, if any to the

date of issuance), (ii) Davidson's fee will not exceed 1.0% of the principal amount of the Bonds, and (iii) the true interest cost on the Bonds shall not exceed 3.75% percent; provided that the original aggregate principal amount of Bonds does not exceed \$750,000 and the Bonds do not have a final maturity later than July 1, 2036. The Award Committee is hereby authorized to determine the maturity dates, principal amounts of the stated maturities of the Bonds, mandatory redemption provisions with respect to the Bonds, and such other terms of the Bonds as the Award Committee deems most appropriate and in the best interests of the City. The appropriate members of the Award Committee are hereby authorized to execute and deliver a bond purchase agreement with Davidson for the sale of the Bonds. The final bond resolution will be approved by the City Commission after the execution of the bond purchase agreement by the Award Committee.

Section 2. General Terms of the Bonds. Pursuant to the Act and Montana law, the City Commission hereby authorizes the issuance and sale of the Bonds. The Bonds will be denominated "General Obligation Bonds, Series 2016" of the City. The Bonds shall be dated, as originally issued, and shall bear interest payable semiannually on January 1 and July 1 of each year at a rate or rates designated in the bond purchase agreement. The Bonds are expected to mature on July 1 of each of the years from 2017 through 2036 with approximately level debt service payments.

The Bonds will be issued in minimum denominations of \$5,000 each or any integral multiple thereof of single maturities. The maturity schedule of the Bonds may provide for a combination of serial bonds and term bonds. All term bonds, if any, shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption.

The Bonds may be issued in "book entry" form as fully registered bonds and shall be executed by the manual or facsimile signatures of the Chairman, the City Clerk, and the City Finance Director.

Section 3. Official Statement. If it is determined to sell the Bonds in a public sale, Davidson and the City Finance Director and other officers and employees of the City, in cooperation with Barnes & Thornburg LLP, as Bond Counsel, are hereby authorized and directed to prepare on behalf of the City an official statement relating to the Bonds. Such official statement shall contain information as shall be advisable and necessary to describe accurately the City and the security for, and terms and conditions of, the Bonds.

DATED this 6th day of September, 2016.

CITY OF LIVINGSTON, MONTANA

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James Bennett, Chairman

ATTEST:

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City Clerk

67842-3 (BWJ)  
4297921v.3

**Backup material for agenda item:**

- B. RESOLUTION NO. 4682 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE BARGAINING AGREEMENT WITH AFSCME LOCAL 2711A FOR THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2019.**



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No. 4682

**Date of First Consideration / Status:** August 2, 2016

**Purpose of Legislation:** A resolution of the City Commission of the City of Livingston, Montana authorizing the City Manager to sign a new collective bargaining agreement with AFSCME Local 2711A, which agreement will cover the period of July 1, 2016 through June 30, 2019.

**Statutory Authority / Reference:** Mont. Code Ann. § 7-3-304(9) and Title 39, Chapter 31 of the Montana Code Annotated.

**Background:** Following a collective bargaining process, the City of Livingston and AFSCME Local 2711A entered into a mutually agreeable collective bargaining agreement for the period July 1, 2014, through June 30, 2016. The aforementioned agreement has expired. The parties mutually negotiated a new agreement for the period of July 1, 2016, through June 30, 2019. The City Manager is ready and willing to sign the new agreement upon the City Commission’s approval.

**Fiscal Impact:** See attached Fiscal Note.

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

**Attachments:** Collective Bargaining Agreement and Fiscal Note.

**RESOLUTION NO. 4682**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE BARGAINING AGREEMENT WITH AFSCME LOCAL 2711A FOR THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2019.**

**WHEREAS**, following a collective bargaining process, and via Resolution No. 4532, the City of Livingston and AFSCME Local 2711A entered into a mutually agreeable collective bargaining agreement for the period July 1, 2014, through June 30, 2016; and

**WHEREAS**, the Collective Bargaining Agreement between the City and AFSCME Local 2711A expired on June 30, 2016, and the parties mutually negotiated a new Collective Bargaining Agreement for the period of July 1, 2016 through June 30, 2019, which is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the City Manager is ready and willing to sign the Collective Bargaining Agreement attached hereto as Exhibit A upon the City Commission's approval.

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

That the Collective Bargaining Agreement between the City and AFSCME 2711A is hereby approved and the City Manager is hereby authorized to sign said agreement on behalf of the City of Livingston, Montana, which agreement is attached hereto as Exhibit A.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of August, 2016.

\_\_\_\_\_  
**JAMES BENNETT - Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
**ERIK COATE**  
City Attorney

**Resolution No. 4682**

**Authorizing City Manager to Sign Collective Bargaining Agreement with AFSCME Local 2711A for the Period of July 1, 2016 through June 30, 2019.**

**Page 1**

**CITY OF LIVINGSTON  
AFSCME LOCAL 2711A  
COLLECTIVE BARGAINING AGREEMENT  
(FY2016-2017, 2017-2018, 2018 - 2019)**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and between the City of Livingston, Montana, which is hereinafter referred to as the Employer, and Local 2711A of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union; for the purpose of promoting and improving understanding between the Union and the Employer, and its employees of the following departments: Street, Animal Control, Cemetery, Parks, Solid Waste, Water, Wastewater and Sanitary Sewer, relative to: Employer/Employee relations; conditions of employment; and to provide a means of amicable and equitable adjustment of any and all differences or grievances which may arise.

**WITNESSETH:**

ARTICLE I - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for employees of the City of Livingston, Montana, of the following Departments: Streets, Animal Control, Cemetery, Parks, Solid Waste, Water, Wastewater and Sanitary Sewer excluding supervisory employees as defined by Montana's Collective Bargaining Law.

ARTICLE II- UNION SECURITY

All employees covered by this Agreement who do not make application for union membership within 30 days of employment shall, as a condition of employment, pay to the Union a representation fee as a contribution toward the administration of this Agreement. The Employer shall discharge new employees who fail to comply with this requirement within fifteen (15) calendar days after receipt of written notice from the Union.

ARTICLE III- DUES ASSIGNMENT

Upon written authorization of any employee of the Employer who is covered by this written Agreement, the Employer shall deduct from the pay of the employee the monthly amount of dues as certified by the Secretary/Treasurer of the Union.

ARTICLE IV - NON-DISCRIMINATION

The Employer may grant reasonable leaves of absence to employees whenever required in the performance of duties as "duly authorized representatives of the Union", provided necessary manpower is available to cover shifts.

It is recognized that employees representing the Union for the purpose of negotiations are acting in behalf of the Union and its members and not in their capacity as employees of the Employer. However, employees representing the Union in these activities shall be given sufficient time during duty hours without loss of pay or other benefits, to perform their duties.

#### ARTICLE V - EMPLOYMENT POLICY

##### A. Probationary Period

1. As a new full time employee, the first six (6) months are a probationary period. During this time the employee will receive instruction in his/her work responsibilities and learn what is expected. The employee shall receive periodic reviews and counseling sessions, as needed, of work performance.
2. Upon successful completion of the probationary period, an employee shall be classified in their appropriate status. For purposes of definition, a full time employee meets the statutory designation of "permanent employee".
3. If, during the probationary period, the employee does not fill the expectations of the City, the employee may be discharged without further reason. The employee shall be furnished with written notice stating the reasons for discharge or suspension, with a copy to the Union.

##### B. Summer Temporary Employees

1. A summer/seasonal temporary employee is one who, on a regular or irregular basis, performs seasonal work not to exceed 180 days. A summer/seasonal employee may be eligible for limited benefits.
2. Summer/seasonal temporary employees shall be designated as such at the time of hiring. The seasonal temporary employee shall be subject to the terms of this Agreement during his employment. Compensation for seasonal temporary employees shall be covered in Addendum "A" of this Agreement.
3. Summer Temporary Employees shall not be used to replace any of the full time employees.

##### C. City Policy Manual and City Procedures Manual.

It is agreed that where this Agreement is silent, the parties adopt the City of Livingston Policy Manual and the City of Livingston Procedures Manual (to include the most current updates through July, 2016) in existence and dated as noted. Further, if there is a disagreement, the Union or employee may utilize the grievance procedures set out in this agreement (only).

In an effort to expedite and adopt upgrades to the Policy & Procedure manuals, the Union agrees to provide a union member to serve on a review board to be established by the City that will periodically review & update the above listed manuals. The updated manuals will be voted on and ratified or rejected by the Union membership, agreed upon revisions can be included as a letter of addendum to the collective bargaining agreement.

#### ARTICLE VI - SENIORITY

- A. Seniority means an employee's length of continuous service with the Employer since his last day of hire.
- B. Seniority shall be computed from the date the employee began regular, uninterrupted service with the Employer.
  - 1. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority; however, previous employment upon re-employment shall count toward seniority.
  - 2. To be absent from the job due to a leave of absence without pay that exceeds fifteen ( 15) calendar days, will be considered lost time for the purpose of seniority; however, previous employment upon re-employment shall count toward seniority.
  - 3. To be absent from the job due to active military leave will not affect seniority. Time spent in military service will count towards seniority.
  - 4. Employees whose seniority dates are the same shall have their respective seniority rank determined by drawing.
  - 5. An employee's continuous service shall be broken by voluntary resignation, discharge for just cause, and retirement.
  - 6. Within thirty (30) calendar days after the date of signing of this Agreement, the Employer shall prepare and furnish to the Union copies of seniority roster of all employees. Such roster shall at least include: name of employees, assigned department, seniority date and numerical rank assigned.
  - 7. Such roster will be provided only on formal Union request and not more than once a year.
  - 8. Employees may protest their seniority designation through the usual grievance procedures if they have cause to believe an error has been made.
- C. The Employer shall recognize qualifications and seniority in awarding promotions to the employees when filling newly created or vacated positions the Employer wishes to fill listed in Addendum "A". It is the intention of the parties of this Agreement that the Employer shall select the most qualified applicant for the position. If two or more employees are substantially equally qualified as determined by the Department Head or Foreman, then seniority shall be used as a deciding factor. If there is a difference of opinion regarding the qualifications of an employee, the employee and the Union will meet the Division Head to resolve the issue.
- D. Layoff caused by reduction in force shall be in order of seniority; that is, the employee last hired shall be

the first released. Employees who are scheduled to be released shall be given at least fifteen (15) working days' notice. All recalls to employment shall likewise be in order of seniority; that is, the last employee released as a result of reduction in force shall be the first rehired when the Employer needs additional employees, provided the more senior employee has the minimum qualifications for the vacated position to be filled. Should the more senior employee not meet the minimum qualifications, the next most senior employee shall be rehired for the vacated position. The Employer shall notify such employees to return to work and furnish the Union a copy of such notification; and, if the employee fails to notify the employer within fourteen ( 14) calendar days of his intention to return to work, such employee shall be considered as having forfeited his right to re-employment. Layoffs caused by reduction in force or abolishment of positions shall be in order of seniority, whereby employees affected may place themselves according to their seniority, provided they meet minimum qualifications to perform the position they desire.

- E. No full time employee shall be separated for purposes of reduction in force while there are seasonal temporary employees employed by the City of Livingston in the same department.

#### ARTICLE VII - JOB POSTING

- A. When a new position is created or the Employer would like to fill a position covered by this contract, the Employer shall forthwith prepare and furnish the Union Secretary and post in departments and major work areas, a bulletin stating the position open.
- B. Applicants shall be appointed in accordance with Article VI - Seniority, paragraph "C" of this Agreement.
- C. When a classification position is abolished, an affected employee may displace the least senior employee in another position, covered by this agreement, provided he meets the minimum qualifications of that position.
- D. It is the intention of the Union and the City of Livingston to clarify a training period for transfers/promotions which occur after the initial probationary period for employment has been satisfied.
1. If a full time employee bids to a position within any department, he will serve a training period up to a maximum of six (6) months at the discretion of the Department Head and the employee's immediate supervisor.
  2. If an employee has, on previous occasions, satisfactorily filled the position on the provisional appointment, it would not be necessary for him to serve the training period required in paragraph 1 above.
  3. If there is differential pay for the position, upon completion of the training period, the employee shall receive the differential pay retroactive to the date of awarding the position.
  4. If an employee has satisfactorily filled the position according to paragraph two above, he shall receive the wage of whatever classification is being filled upon date of change.
  5. If, during his training period, the "permanent" employee does not qualify for the position, he shall

be able to then bump into his old position.

- 6. If an employee is transferred to a position which is the same wage or less, he/she shall retain his/her same salary. If he/she is transferred to another department, he/she shall receive the salary reflected by the position entered.

E. It is the intention of the Union and the City of Livingston to clarify probationary status and seasonal employment.

- 1. If a summer/seasonal temporary or new employee bids to a position within any department he/she will serve a training period up to a maximum of six (6) months at the discretion of the Department Head and the employee's immediate supervisor.
- 2. If the summer/seasonal temporary or new employee has, on previous occasions, satisfactorily filled the position on a provisional appointment, it would not be necessary for him/her to serve the training period required in paragraph 1 above.
- 3. If the summer/seasonal temporary or new employee has satisfactorily filled the position according to paragraph 2 above, he shall receive the wage of whatever classification is being filled.
- 4. If during the probationary period the summer/seasonal temporary employee does not qualify for the position, he/she shall be able to then bump into his/her old position.

ARTICLE VIII - HOURS OF WORK

- A. Work Day - A standard work day shall consist of eight (8) hours continuous, except for: a normal lunch period not to exceed one (1) hour, in any twenty- four (24) hour period. The work day shall start at 7:00 a.m. and end at 4:00 p.m.
- B. Work Week - A standard workweek shall consist of forty (40) hours composed of any five (5) consecutive work days immediately followed by two (2) days off. The established standard work week shall begin on Monday and end on Friday unless changed pursuant to item C below.
- C. The work day and workweek may be altered as City operations demand by mutual agreement between Management and the Union. An alternative or seasonal schedule may be mutually agreed upon by department and employee or employer and employee.
- D. Rest Periods - All employees shall be granted a fifteen (15) minute rest break during the first four (4) hours of the shift and another fifteen (15) minute rest period during the second four (4) hours of the shift.
- E. All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled during the middle of the shift.
- F. Employees shall be granted a reasonable length of time for personal clean-up prior to the end of each

work shift as provided for by the immediate supervisor.

#### ARTICLE IX - COMPENSATION

##### A. Salaries, Wages, and Longevity

1. Conditions relative to and governing wages or salaries and extraordinary pay rates are contained in Addendum "A" to this Agreement, which is attached and by this reference made a part hereof as though fully set forth herein.
2. Longevity pay benefits shall be 1/2 of 1% (.005) of an individual's monthly base pay per year of service, added to each month's pay for regular employees after five (5) years of service.
3. Regular employees beginning their 25<sup>th</sup> year of service will be compensated at 1% (.01) of their monthly base pay per year of service and added to each month's pay. At the conclusion of the employee's twenty-ninth year of service, that employee's longevity will revert to and be capped at 1/2 of 1% (.005) of the base pay at this time of service. Any wage increases, COLA, or other compensation adjustments will not increase the longevity payment for that employee for the duration of their employment with the City of Livingston.

All employees covered by this agreement, with less than five (5) years of service, as of July 1, 2013, will continue to receive a longevity benefit.

Those employees with more than thirty (30) years of service, as of July 1, 2013, will avoid the cap restriction (and the additional 1/2 of 1% payment) since they did not receive the five (5) years of additional longevity for years twenty-five through twenty-nine.

Specifically, employee Duane Froelich (10/5/1987, start date) is recognized for retroactive participation in the 1 % longevity benefit - as described in Section IX.A.2 above.

4. It is mutually agreed between the parties that payment of wages will be made semi-monthly, on the 5<sup>th</sup> and 20<sup>th</sup> of each month.
5. Full-time employees shall receive a clothing allowance of \$1,200 per year per employee, without restriction to use, one fourth (1/4) of such sum will be due and payable at the end of each three months. If any employee, covered by this agreement, chooses to receive their stipend through the receipt/reimbursement method they must follow and adhere to all restrictions and regulations that govern that program. Summer temporary employees covered by this agreement will receive the following items, at the beginning of each seasonal employment, in lieu of a clothing allowance: short sleeve T-Shirts w/city logo (2), a pair of leather work gloves (1).
6. The City will pay a \$100 monthly stipend to any employee required, by job description, management direction, or state/federal law to hold a license or professional certification. In the event an employee is required to carry multiple certifications, each additional certification will, be compensated at \$50 per month. Upon Management Approval, if an employee shows the initiative to get certifications not otherwise required, each certification will be compensated at \$25 per month. A certification must be current, in order to receive the monthly stipend If Management



determines that previously required, and obtained, certifications are no longer necessary, the stipend for such certificates may be terminated at Management's discretion. For the purpose of this section, the terms 'license' or 'certification' are limited to Wastewater Plant Operation, Water Plant Operator, Commercial Driver's License, Boiler Operator, Certified Pool Operator or Certified Pesticide Applicator.

The following items are to be paid for, by the City of Livingston, as part of the renewal Commercial Driver's Licensing process for required employees:

- Biennial physical certification, or other frequency ordered by a Physician.

When a Commercial Driver's License is required, the employee will pay the actual cost of initially obtaining, renewing, and maintaining the CDL specified by their position description.

7. All employees covered by this agreement shall receive statement of all cert pay, allowances and longevity which figure into the calculation of hourly rate. This report will be provided in August (or as soon as wages reports are updated for the new fiscal year) and in February to include all cert pay, allowances and longevity for the prior calendar year.

#### B. Overtime

1. Employees required to work in excess of eight (8) hours in any twenty- four (24) hour period or in excess of forty (40) hours in any week will be compensated at the rate of one and one half (1 1/2) times their normal rate of pay for additional time worked.
  - a. Employees working regularly scheduled eight (8) hour shifts shall not receive overtime pay for those hours of the regularly scheduled 8 hour shift. Hours worked in addition to the regularly schedule and completed 8 hour shift shall be paid at the rate of one and one half (1 ½) times their normal rate of pay for the additional time worked.
2. No overtime shall be worked, except in cases of emergency, without the authorization and direction of proper management authority.
3. Employees shall not be required to suspend work during regular hours to absorb overtime.
4. Overtime shall be paid in fifteen (15) minute increments as follows:
 

0 to 15 minutes	= ¼ hour
16 to 30 minutes	= ½ hour
31 to 45 minutes	= ¾ hour
46 to 60 minutes	= 1 hour
5. Overtime work shall be distributed as equally as practical to employees doing the same type of work.
6. When computing overtime, vacation, holidays, but not unauthorized leave without pay, taken during the workweek will be considered as time worked.

7. Pager or standby time are to be paid at the rate of \$1.50 per hour for the period from 4:00 PM on the last working day to 7:00 AM on the return day of work. The employee using a pager must be available within a pager call distance.

C. Call Outs

Each and every call-out will be for a minimum of two (2) hours at one and one half (1 1/2) times pay for additional time worked, the employee will be compensated for actual time worked at one and one half (1 1/2) times pay.

D. Work on Days of Rest

Employees required to work on the second rest day shall be paid two (2) times their regular rate of pay.

E. Provisional Appointments

1. Defined - Provisional Appointments means a temporary appointment of a full time employee to fill a position in a classification while the employee assigned to the position is absent. A provisional appointment to fill a vacated classification shall occur by the direction of the proper authority. Provisional Appointments shall commence once the position has been absent for 8 work hours (1 working days). Provisional appointments are limited to Leadman working in the capacity of a Foreman. If an usual circumstance occurs where no Leadman is available and with the prior approval of the Public Works Director, Provisional Appointment may be available to other qualified staff.
2. An employee assigned a provisional appointment shall be paid as follows:
  - a. If the position is in a classification of a higher salary grade, the employee shall be paid according to the rules regarding promotions.
  - b. If the position is in a classification of the same or lower salary grade, the employee shall continue to be paid his basic salary rate.
3. When an employee is assigned a provisional appointment, they shall be given credit for experience and qualifications gained while in the higher classification.
4. When an employee is assigned a provisional appointment, they shall be given credit for experience and qualifications gained while in the higher classification.
5. An employee being made a provisional in a higher grade shall receive the higher rate of pay starting with the first day of work.
- F. During an Emergency situation where split twelve (12) hour shifts are in effect, the employees which are working the 6:00 pm to 6:00 am shift may report to work at 1:00 pm after completing the twelve (12) hour shift on the day which is designated as return to regular scheduled 8 hour non-emergency shifts. Employees shall work from 1:00 pm to 4:00 pm and receive a full 8 hours of straight pay. This is to facilitate a safe return to normally scheduled hours after a time of emergency. This only applies if the following work day is not a regularly scheduled day off.

ARTICLE X - HOLIDAYS

A. Employees shall be granted the following holidays without loss of pay:

1. New Year's Day - January 1
2. Martin Luther King Day - Third Monday in January
3. President's Day - Third Monday in February
4. Good Friday
5. Memorial Day - Last Monday in May
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Columbus Day - Second Monday in October
9. Veteran's Day - November 11
10. Thanksgiving - Fourth Thursday in November
11. Christmas Day - December 25
12. State General Election Day
13. Every Day declared a legal holiday by the Chairman of the Livingston City Commission.

B. Holidays listed in "A" above will be granted all employees.

C. Employees required to work on holiday will be paid at two (2) times their regular rate of pay in addition to their regular day's pay.

D. A full time employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, shall be entitled to receive a day off with pay either on the day preceding the holiday, or on another day following the holiday, in the same pay period, or as scheduled by the employee' and his/her supervisor. Whenever the day is scheduled, it shall allow a day of in addition to the employee's regularly scheduled day off, provided the employee is in pay status on his last regularly scheduled working day immediately preceding the holiday or on his first regularly scheduled working day immediately after the holiday.

ARTICLE XI - VACATIONS

A. A full-time employee earns paid vacation as follows:

	Work Day Credit per month	Work Day Credit per year
1 day through 10th year	1 ¼	15
11th year through 15th year	1 ½	18
16th year through 20th year	1 ¾	21
21st year and over	2	24

B. A regular part time employee is entitled to prorated vacation benefits after working the qualifying period of six months.

C. A temporary employee does not earn vacation leave credits.

- D. Vacation credits may not be accrued to a total exceeding two times the maximum number of days earnable annually at the end of any calendar year. Any accumulation of annual vacation leave in excess of this total at the end of the calendar year must be used in the first 90 days of the next calendar year or be forfeited. Vacations are given for the benefit of the employee and cannot be converted to cash.
- E. An employee must be continuously employed for the qualifying period of six (6) calendar months to be eligible to use vacation leave. Unless there is a break in service, an employee is only required to serve the qualifying period once. After a break in service, an employee must again complete the qualifying period to be eligible to use annual vacation leave.
- F. A seasonal temporary employee's accrued vacation leave credits may be carried over to the next season if there is a continuing need for the employee, or paid out as a lump-sum payment to the employee when the season ends, providing they work the qualifying period. If credits are carried over, employment in two or more seasons is continuous employment and can be counted toward the six (6) month qualifying period, provided a break in service does not occur. A seasonal temporary employee must immediately report back for work by the date and time specified to avoid a break in service.
- G. Employees terminating employment with the City will receive cash compensation for the unused vacation leave accrued, provided the six month period has been worked. Cash compensation for unused vacation will be paid at the present rate of pay, not including overtime.
- H. Vacations for eligible employees should be scheduled in cooperation with the employee, supervisor, Department Head, and/or Foreman to maintain sufficient workers in each department to meet the needs of the public. Should there be a conflict in scheduling vacations between employees in the same department, the employee with seniority will be given first choice.
- I. Vacation leave must be taken in minimum increments of one-quarter hour. All vacation leave must be approved, or denied in writing by the Department Head and/or Foreman.
- J. Any accrued vacation leave which is deemed "use or lose" may be redeemed or sold back for the cash value up to 48 hours. Notice of request to sell back/redeem time must be provided to the Payroll Clerk no later than March 1 of the year it will expire in. Sold time will appear within two pay cycles of submission of request.

#### ARTICLE XII - SICK LEAVE

- A. Upon termination of employment, an employee will receive a lump-sum cash payment equal to one fourth (1/4) of the pay attributed to the unused sick leave accrued provided the employee has completed the 90 day qualifying period to utilize sick time. Full time employees will be credited with one (1) day per month (8 hours) up to twelve (12) working days per year (96 hours) for sick leave at regular pay. Part time employees receive pro-rated sick leave credit. For calculating sick leave, 2,080 hours (52 weeks X 40 hours) equals one year. Sick leave must be credited at the end of each pay period. Employees may not accrue sick leave while in a leave-without-pay status. There are no restrictions as to the number of hours of sick leave credits that may be accumulated after the qualifying period of 90 continuous days employment has been satisfied.

- B. Sick leave is for the benefit of the employee who is ill and is not intended to be additional time off with pay. Falsification of illness, injury or other authorized claim becomes a cause for termination and forfeiture of the lump sum payment. A doctor's certification may be requested by the City.
- C. An employee may use sick leave credits for: illness; injury; medical disability; maternity related disability, including prenatal care, birth, miscarriage, abortion, or other medical care for either employee or child; quarantine resulting from exposure to contagious diseases; medical, dental, or eye examination or treatment; necessary care of or attendance to an immediate family member, or at the City's discretion, another relative, for the above reasons until other attendance can reasonably be obtained; and death or funeral attendance for an immediate family member or, at the City's discretion, for another person.
- D. Unless there is a break in service, an employee only serves the qualifying period once. After a break in service, an employee must again complete the qualifying period to use sick leave. All regular full-time employees earn sick leave from the first day of employment; however, they are not entitled to use paid sick leave until they have been employed continuously for the qualifying: period of 90 days. Employees who are sick before they finish the qualifying period may ask their supervisor to grant paid sick leave with the understanding that their leave balance will be affected if their employment is terminated before completing the qualifying period.

Full-time temporary, seasonal and temporary seasonal employees are entitled to sick leave benefits provided they work the qualifying period.

- E. A seasonal temporary employee's accrued sick leave credits may be carried over to the next season if management has a continuing need for the employee, or paid out as a lump sum to the employee when the season ends. If sick leave credits are carried over, employment in two or more seasons is continuous employment and can be counted toward the 90 calendar day qualifying period, providing a break in service does not occur.
- F. Hours in a pay status at the regular rate will be used to calculate leave accrual. Sick leave credits will not accrue for those hours exceeding 40 in a week that are paid as overtime hours.
- G. A diagnosis of sickness from a qualified doctor must be submitted to the Department Head and attached to the employee's time sheet for any sick leave in excess of three (3) continuous working days. At the City's request and expense, an employee may be subject to an examination by a physician following a sick leave or other absence occasioned by illness or injury to ensure the employee can complete the necessary functions of the position. A statement by a licensed physician may also be required to certify that the illness of a family member requires the immediate personal supervision of the employee.
- H. Sick leave utilized due to illness or death in an employee's immediate family is limited to five working days. Immediate family is defined as the employee's spouse, the parents of either spouse, brothers, sisters, children or household dependents, brothers-in-law or sister-in-law, aunts, uncles and grandparents.
- I. After an employee used all of his/her sick leave and vacation leave days on an extended illness, he/she will be placed on a leave of absence without pay in order that his/her job be held for a period not to exceed 12 months. For worker compensation related accidents, the employee will receive an additional-

12 months of hiring preference. During a leave of absence of more than fifteen (15) days, no benefits are accumulated or allowed. The employee has a responsibility of making arrangements for total payment for insurance premiums during any period where no salary or benefits are due.

- J. Chronic, persistent, or patterned use of sick leave may be subject to disciplinary action.
- K. There shall be no duplication of benefits, i.e.; sick leave, worker's compensation payments, vacations, etc., for the same hours.
- L. Sick leave records for all employees will be kept in the Office of the Personnel/Payroll Clerk. Records of employee's who are shared by more than one; governmental unit shall be maintained by that unit that issues the payroll check.
- M. Sick leave must be taken in minimum increments of one quarter (1/4) hour.
- N. An employee who has passed their probationary period, and separates from the City, shall be entitled, upon termination, to cash compensation pay-out for unused leave equal to one-fourth of the accumulated sick leave. The payout will be based upon the employee's salary at time of termination.
- O. Employees may donate sick leave to another employee, per written request of employee seeking donations. No employee is required to donate sick leave. Sick leave donation policy form is included in the Appendix at the end of the Policies and Procedures Manual.

#### ARTICLE XIII - OTHER LEAVE WITH PAY

- A. Military Leave - The City of Livingston shall comply with all provisions outlined in the Uniformed Services Employment and Reemployment Rights Act (USER.RA, 38USC Sec. 2021, [4321] et seq) as well as all relevant state laws (to include MCA, 10-2-201 to 10-2-228 et seq) covering members of the Montana Army and Air National Guard. An employee who is a member of the Montana National Guard or any

United States military force or Reserve Corps and who has been an employee for a period of six months shall be given leave of absence with pay for a period of time not to exceed 15 working days in a calendar year. It can be for attending regular encampments, training cruises, and similar training programs of the military forces of the United States. Employees employed less than six months are entitled to unpaid leave for the purposes listed above. Military leave does not include regularly scheduled drills (Active Duty for Training - ADT). This leave will not be charged against the employee's annual vacation time.

Any part-time employee meeting the above requirements is eligible to receive pro-rated military leave.

- B. Jury Service and Subpoena
  - 1. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward all fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his juror time off against annual leave, he shall not be required to remit to his Employer any expense or mileage allowance paid him by the Court. Employees shall not lose cumulative benefits because of juror service.

2. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowances paid him by the Court.
  3. Employers may request the court to excuse their employees from duty if they are needed for the proper operation of a unit of state and local government.
- C. Employees shall be granted leave not to exceed four (4) hours to attend the funeral of fellow employees.
- D. Funeral Leave - Upon the death of a member of the employee's immediate family, an employee may be granted funeral leave, which is a paid leave of absence and is not charged against either the employee's sick leave or vacation leave. Members of an employee's immediate family include spouse, partner, ex-spouse where minor children are in the custody of the surviving spouse, children, fathers, mothers, grandparents, brothers, sisters, and the corresponding 'in-law' relationships.

The funeral leave granted by the City shall be as follows:

1. Travel within 300 miles, the employee is entitled to a leave of three (3) days.
2. Travel in excess of 300 miles, the employee is entitled to a leave of five (5) days.

Additional funeral leave may be charged against sick leave or vacation leave upon the prior approval of the City Manager. Consideration for funeral leave for the death of relatives, or friends, other than specifically identified herein will be evaluated on a case-by-case basis by the City Manager, but may not qualify for paid leave.

#### ARTICLE XIV - LEAVE WITHOUT PAY

- A. After satisfactory completion of the probationary period, leaves of absence, not to exceed ninety (90) days may be granted for reasons of bona fide illness, pregnancy, or for other reasons mutually agreed upon with the City. All leaves are to be requested in writing and shall state the reason for the leave and the dates desired. All leaves shall be granted only in writing. Upon expiration of the leave, or upon two weeks notification of the employee's intent to return, the employee will be returned to the original position or one equivalent in the employee's classification. If an employee does not return upon the expiration of the leave, or any authorized extension by the City, the employee shall be considered as having voluntarily given up the position with the City. All appropriate accrued leaves shall be used before a Leave of Absence without pay is granted.
- B. The Employer may grant reasonable leaves of absence to employees whenever required in the performance of duties as "duly authorized representatives of the Union". Duly authorized representatives mean members of regularly constituted committees and/or officers of the Union, a list to be supplied to the City Manager.

- C. Any employee subject to this Agreement elected or appointed to public office shall be entitled to a leave of absence not to exceed one hundred eighty (180) days per year while such employee is performing public service. Any employee granted such leave shall make arrangements to return to work within ten (10) days following the completion of the service for which the leave was granted unless such employee is unable to do so because of illness or disability certified to by a licensed physician.

#### ARTICLE XV - WORKING CONDITONS

- A. Separations - Employees who terminate their service will be furnished, upon request, a letter stating their classification, length of service, and reason for leaving.
- B. Union Bulletin Boards - The Employer will allow the Union to place union- owned bulletin boards in mutually agreed places in any work area to be used for non-political union business, with the exception of internal union politics, i.e. internal union election notices.
- C. Past Practice - It is understood and agreed that no employee shall suffer a reduction in wages, working conditions, or other benefits previously enjoyed because of the adopting of this Agreement. Any past practice not exercised during the contract term will no longer be considered a past practice.
- a. Shop Usage by City Employees - Public Service employees may use the City Shop on Bennett Street, the Utility Employees may use the Utility Shop on Bennett Street and the Parks Department Employees may use the Park Shop for the performance of repairs and light maintenance on personal vehicles and personal lawn mower, chain saws, and boat motors only (oil changes, tune-ups, tire repairs, washing, and other light maintenance). Employees may use non-motorized, non-drivable City equipment such as wrenches, hammers, screwdrivers, and shop-vac, etc., while working in the shop.

Employees may not perform major repairs, which would require a vehicle to remain in the shop overnight. Employees may not use any type of City property such as oil, oil filters, anti-freeze or other fluids for vehicles. Employees may not use motorized or drivable equipment such as loaders, backhoes, bobcats, trucks, or graders, etc.

All personal use of City shop facilities must be approved by the shop foreman in advance. Employees must provide the City with a copy of personal vehicle liability insurance, which shall remain on file in the City office. Presence of any person who is not a City Employee at a city shop or facility during repairs and maintenance activities must be pre-approved by the Public Works Director or his/her designee.

- D. Visits by Union Representatives - The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business; provided the visit does not interrupt the operation of the City.
- E. All regular City employees shall be required to have a home phone. Present City employees shall not be required to have a home phone if they presently do not have one.



- F. Employees may live within ten miles or 20 minutes of the employee's normal reporting place for work provided that the employee make application to the employee's Superintendent and provided that the Superintendent confirms that the home is within ten miles or 20 minutes of the employee's normal reporting place for work. The application and Superintendent's action shall be documented and placed in the employee's personnel file.
- G. At their own expense, all non-seasonal employees covered by this agreement shall wear a uniform shirt that complies with the following guidelines:
- a. Winter Uniform - Long Sleeve Navy Blue T-Shirt w/Pocket and a logo, in light blue, on the pocket; or a 'polo' style shirt of similar description.
  - b. Summer Uniform - Short Sleeve T-Shirt w/Pocket and a logo, in Navy Blue, on the shirtsleeve; or a 'polo' style shirt of similar description.
  - c. Management will operate a "city store", for the purpose of assuring that all uniform shirts are of identical quality and type. All employees covered by this agreement, and required to wear the uniform shirt, shall purchase their uniform shirts from the "city store", at an amount equal to the City's cost for the item(s).
  - d. Management will determine the exact date(s) on which employees will be expected to change from the summer to Winter uniform, in consultation with Union leadership. All staff will be provided adequate notice of such a transition.

#### ARTICLE XVI - HEALTH, SAFETY AND WELFARE

- A. The health and safety of the employees shall be reasonably protected while in the service of the employer. The employer shall carry Worker's Compensation on its employees. Employees are required to immediately report all personal injuries received in the course of employment, or as soon as the injury becomes apparent, except where an employee is unable to report due to health circumstances.
1. Any employee who is injured in the performance of his/her duties, so as to necessitate medical or other remedial treatment and render the employee unable to perform their duties shall be paid by the City the difference between the employees full salary and the amount they receive from Workers Compensation until the disability has ceased, as determined by Workers Compensation, or for a period not to exceed one (1) year, whichever shall occur first. Payment of such a partial salary shall be discontinued if the employee is disabled for an undetermined duration and is granted a disability retirement allowance. If an application for such a retirement allowance is not made by the employee, application therefore may be made by the City Manager. If the City Manager makes such application it must be supported by a physician's opinion. Whenever, in the opinion of the City, supported by a physician's opinion, the employee is able to perform specified types of temporary light duty, in accordance with City policy, payment of the employees regular partial salary amount shall be discontinued if the employee refuses to perform such temporary light duty when it is available and offered to the employee.
- B. The Employer shall provide a health insurance plan under one of the following options:

#### OPTION A

The Employer shall provide a health plan, for each employee desiring such coverage for himself/herself and his/her dependents, if any. The City will pay \$738 per month in Fiscal Year 2016-2017; \$760 per

month in Fiscal Year 2017-2018 and \$783 in Fiscal Year 2018-2019 towards this health insurance coverage per full time equivalent (FTE) into an insurance account, where these funds will be distributed for coverage of premiums for each employee and his/her dependents. If there is not enough money in the insurance account to cover the premiums for employee's with dependents, then the employee's with dependents may pay the balance pre-tax from their paycheck.

#### OPTION B

The Employer shall provide a health plan, for each employee desiring such coverage for him/herself and his/her dependents if any. The City will pay \$738 per month in Fiscal Year 2016-2017; \$760 per month in Fiscal Year 2017-2018 and \$783 in Fiscal Year 2018-2019 towards this health insurance coverage into a flex plan account for each employee. The employee shall pay for any increase in premium amounts over those above the City's contribution.

The Union shall have the option to vote on method of payment to be pursued for the following year (i.e. Option A or Option B) by May 1st of each year.

The City may change carriers providing substantially the same coverage. However, any changes in coverage will be mutually agreed upon between the parties.

It is agreed that employees may choose to have money withheld from his/her paycheck "pre-tax" to go to a flex account if they so desire.

If the above referenced insurance premium increases ten percent (10%) or more the parties mutually agree to return to the table for negotiations.

During the period from May 1st through June 30th of each fiscal year employees desiring a change in their health plan status (single, employee with children or family), for the following fiscal year, shall notify the Employer .of the type of health plan coverage desired for such year.

- C. The Employer shall provide and maintain first aid kits in convenient places.
- D. No employee shall be required to perform services that may seriously endanger, his/her physical safety. Refusal by the employee with valid reason will not warrant or justify suspension, dismissal or disciplinary action.
- E. The Employer shall make all necessary arrangements to ensure that all employees covered by this Agreement will be covered with Unemployment Insurance.
- F. For the benefit of both parties a safety committee shall be established and shall consist of:
  - 1. City Manager or designee;
  - 2. Bargaining Unit Representatives - Utilities Department;
  - 3. Bargaining Unit Representative - Service Department
- G. Employees will report all safety hazards to the President of Local 271 A and their supervisor so they can be investigated and reported to the Safety Committee.

- H. The health and safety of employees shall be reasonably protected while in the service of the Employer.
- I. The Employer's only obligation in this insurance Article is to make the proper payments to the insurance company, insurance plan or trust. For new employees, the Employer will make the first payment to the insurance plan, company and/or trust the first of the month following the employees first day of work. The Employer will make no more payments to the insurance company, plan and/or trust on the employee's behalf after the employee is no longer employed by the City.

The Employer is not responsible for the failure of the insurance company and/or trust to provide coverage and/or pay benefits to any employee. The insurance plan, company and/or trust shall determine the employee's eligibility for insurance coverage and/or insurance benefits. The starting and stopping of insurance coverage shall be determined by the insurance plan, company and/or trust.

#### ARTICLE XVII - CONTRACTING & SUBCONTRACTING OF PUBLIC WORK

The Union recognizes that the City has statutory and other rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of its members.

#### ARTICLE XVIII - MANAGEMENT RIGHTS

- A. The Union recognizes the prerogative of the Employer to operate and manage its affairs subject only to any limitations of this Agreement and Federal and State law. Such management rights include:
1. Direct Employees;
  2. Hire, promote, transfer, assign and retain employees;
  3. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and non-productive;
  4. Maintain the efficiency of government operations;
  5. Determine the methods, means, job classification, and personnel by which government operations are to be conducted;
  6. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and,
  7. Establish the methods and processes by which work is performed.
- B. The retention of these rights do not preclude any employee from filing a grievance and seeking a review of the exercise of this right in a particular case, nor from Management and the Union utilizing the provisions as provided in Article XIX - Union/Management Relations.

In the event a grievance is filed, and if said grievance progresses to formal administrative or arbitration hearings, the Union agrees that no single employee, other than the grievant and the Steward, shall take more than one hour from their work for the City to observe or participate in the hearing.

ARTICLE XIX - UNION/MANAGEMENT RELATIONS

- A. The City has established a Personnel Committee and to discuss and recommend changes in Personnel Policies and other Personnel concerns. It is agreed that the Union shall have two (2) representatives as members of the Committee.
- B. Employee representatives serving on this Committee shall do so without loss of pay if meetings are held during working hours.
- C. On matters pertaining to issues relating solely to Bargaining Unit concerns, the parties agree to meet to discuss such issues as they may arise.
- D. The employer shall provide AFSCME Council 9 a list of all new hires, and terminations, in Public Works (to include seasonal), quarterly, during the term of this agreement. Employee list updates shall be mailed to AFSCME Council 9, PO Box 5356, Helena, MT, 59604 or emailed to mtafscme@montana.com .
- E. One regularly scheduled monthly Union meeting may be conducted during working hours not to exceed one half hour. Union Leadership may have a half hour before and after each meeting for wrap up time and to advise management of any developments in the meeting. For the purposes of contract negotiation, Union Leadership and designated members of the negotiating team will be paid regular wage for negotiation meetings that occur during normal business hours.

ARTICLE XX  
DISCIPLINE

- A. An employee may be immediately discharged for the following reasons: dishonesty; theft; drinking while on duty or coming to work intoxicated or under the influence of drugs and/or alcohol; unauthorized possession, sale or use of controlled substances; falsifying of reports, records, or sick leave; filling in another employees time sheet; excessive absences or tardiness; willful destruction of property or equipment; gross insubordination; assault, intimidation of, or abusive language toward a co-worker, other City personnel, or any other citizen; sexual harassment of another employee; or other violations deemed serious.

All administrative leave shall be with pay pending the outcome of any internal investigations(s) and/or legal proceeding(s). The aforementioned proceedings shall not normally exceed three (3) months. If the individual is determined to be guilty of the cause for the disciplinary action, accumulated balances of sick leave and vacation time shall be drawn upon by the City for reimbursement purposes with the balance to be paid by the individual if paid suspension time exceeds accumulated vacation and sick leave.

If a record of verbal counseling is given to an employee, one copy will be retained in a file maintained by the supervisor, and one copy will be forwarded to a 'record of verbal counseling

file' maintained by Human Resources. Human Resources will retain a record of verbal counseling for a period of one (1) year, after which time the record of counseling will be destroyed. If a second disciplinary issue, of the same nature or of a different nature than the first instance, occurs within one (1) year of the first instance, the first record of verbal counseling (found in the 'record of verbal counseling file') will be placed permanently in the employee's personnel file, along with documentation of the second disciplinary issue.

#### ARTICLE XXI - GRIEVANCE AND ARBITRATION

- A. It is the intent of the City to encourage employees to bring to the attention of Management their complaints about work-related situations. You should feel free to communicate your concerns or complaints. If your complaint is unresolved, a formal grievance procedure is provided to appeal any decision by Management.
- B. A grievance shall be defined as the Union/employee's allegation that his/her rights under this Agreement have been violated. An employee will try to resolve the grievance informally with the immediate supervisor.
- C. Employees selected by the Union as Union Representatives, shall be known as "Stewards". The names of employees selected as Stewards and the names of other Union representatives who may represent employees, shall be certified in writing to the Employer by the Local Union. The individuals so certified shall constitute the Union Grievance Committee. Union Grievance Committee members may process grievances during working hours without loss of pay. Union representatives from the Council or International level may be called in to assist at any step during a grievance.
- D. Departure from the established procedure by any Union member shall automatically nullify recourse through the grievance procedure. Departure from the established procedure by the Employer at any step shall automatically settle the grievance on the basis of the remedy sought by the Employee.

STEP 1- When an employee and/or the Union cannot resolve the grievance informally, the employee and/or Union should bring the matter formally, in writing, to the immediate Supervisor within fifteen (15) days of the event giving rise to the grievance, or of the time the employee could reasonably expect to have knowledge of the event. The immediate supervisor will give a written response within fifteen (15) days. "Days" shall be defined as Monday through Friday with the exception of holidays in all instances of this procedure.

If not satisfied with the Supervisor's response, the Employee shall present the grievance to the union Grievance Committee with fifteen (15) working days from receipt of the Supervisor's response. The Union Grievance Committee shall meet within fifteen (15) working days from the receipt of the grievance. The Union Grievance Committee shall meet and issue its decision on the merits of a grievance within fifteen (15) working days of the receipt of said grievance. If the Grievance Committee decides the grievance is justified, the grievance will proceed to the next step.

Step 2 If the Grievance Committee decides the grievance should proceed, they may appeal, in

writing, to the department head within fifteen (15) working days of the determination. The department head will review the grievance with the employee or Grievance Committee and the supervisor and issue a decision within fifteen (15) days.

STEP 3

If the employee is not satisfied with the department head's response, or the department head fails to respond, the employee may appeal, in writing, to the City Manager within fifteen (15) days of the department head's decision or failure to respond. The City Manager will

review the grievance and the decisions of the supervisor and department head. A decision will be communicated to the employee and the Union, in writing, within fifteen (15) days.

STEP 4 -

If the decision of the City Manager is not satisfactory, the employee and/or his/her representative may have the grievance arbitrated by an impartial third party, upon written request. Within fifteen (15) days after submission of a written request to arbitrate, a request for a list of arbitrators will be made to the Montana Board of Personnel Appeals. Within fifteen (15) of the receipt of the list, each party will alternately strike names from the list and the name remaining shall be the arbitrator.

The arbitrator's fees shall be shared equally by the aggrieved party and the City. The arbitrator shall have no authority to alter, amend or delete any Policy of the City or any term of the Collective Bargaining Agreement. The arbitrator shall render a decision within thirty (30) days of any hearing and such decision shall be final and binding on both the aggrieved employee and the City.

ARTICLE XXII - SAVINGS CLAUSE

Should any article, section, or portion thereof of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon issuance of such a decision and upon a written request of a party, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof. Only those City ordinances passed specifically to comply with state or federal rules or statutes that impose a compliance requirement on the City and contravene the terms of this Agreement shall supersede this Agreement.

ARTICLE XXIII – NO STRIKE/LOCKOUT

During the term of this agreement, the Union and Employer agree that there shall be no strikes or lockouts. Informational picketing on off-duty time is permitted.

ARTICLE XXIV - TERMS OF AGREEMENT

This Agreement shall remain in full force and effect from 1, July 2016 until 30, June 2019, for the purpose of non-economic benefits. Neither party to this Agreement shall make unilateral changes in the terms of the Agreement pending settlement of the outstanding differences through mutual agreeable procedures.

FOR THE CITY OF LIVINGSTON

FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

\_\_\_\_\_  
CITY MANAGER

  
\_\_\_\_\_  
PRESIDENT, Local 2711A

Attest:

  
\_\_\_\_\_  
CHAIRMAN, NEGOTIATING TEAM

\_\_\_\_\_  
Recording Secretary

  
\_\_\_\_\_  
NEGOTIATING COMMITTEE MEMBER

  
\_\_\_\_\_  
NEGOTIATING COMMITTEE MEMBER

\_\_\_\_\_  
EXECUTIVE DIRECTOR

## CITY OF LIVINGSTON FISCAL NOTE

Ordinance # \_\_\_\_\_  
 Resolution #                     4682                    

### Fiscal Analysis Assumptions

- Base Pay Increases FY 17: 2%, FY 18: 2%, FY 19: 2%
- 3% increase in Health Insurance Stipend for each of the 3 years.
- Animal Control Officer to Animal Control Officer 2 with wage equivalent to Foreman's.
- Clothing Allowance increased from \$600/year to \$1,200/year.
- All other changes should have no budgetary impacts.

<u>Costs by Object</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>
Personnel	\$ 68,473	\$ 43,934	\$ 45,643
Operating			
Capital			
Debt Service			
 Total Costs	 <u>\$ 68,473</u>	 <u>\$ 43,934</u>	 <u>\$ 45,643</u>

<u>Funding Source</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>
Fund Name      General Fund	\$ 17,200	\$ 7,131	\$ 7,292
Fund Name      PERS	1,129	403	413
Fund Name      Health Insurance	2,245	2,312	2,381
Fund Name      Street Maintenance	9,477	12,655	7,189
Fund Name      Water	13,647	10,243	10,768
Fund Name      Sewer	10,742	(190)	8,904
Fund Name      Solid Waste	14,033	11,380	8,696
 Total	 <u>\$ 68,473</u>	 <u>\$ 43,934</u>	 <u>\$ 45,643</u>

Signature                                Jessie R. Hogg                      
 Date                                                6/20/2016



**Backup material for agenda item:**

- C. RESOLUTION NO. 4693 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA DECLARING ITS REVISED POLICY WITH RESPECT TO EXPENDITURES FROM THE BRYANT SKILLMAN BEQUEST.**

Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No. 4693

**Requested by:** Livingston City Commission

**Date of First Consideration / Status:** September 6, 2016.

**Purpose of Legislation:** Bryant Skillman executed a will wherein he made a bequest of money and real property to the City of Livingston. Skillman passed away on June 6, 1996. The real property was sold after Mr. Skillman's death and the City of Livingston deposited the amounts received in connection therewith into an account with the other funds Mr. Skillman gifted. Skillman's will placed a restriction on the City's use of the funds bequeathed in that it called for the funds to be used for "recreational purposes." On December 15, 1997, the Livingston City Commission passed Resolution No. 2866. The resolution defined the phrase "recreational purposes" and specifically detailed the types of projects on which the bequeathed funds could be spent. It also placed restrictions on the Livingston City Commission's ability to spend the principal of the bequeathed funds and the interest earned thereon.

The Commission has received numerous requests for grants from the bequeathed funds, but the Commission's ability to grant funds was limited by the language in Resolution No. 2866 and, specifically, the resolution's directives related to the principal of the bequeathed funds and the interest earned thereon. The Commission recently wondered if it could revise or supersede Resolution No. 2866's policy on spending principal and interest. The Livingston City Attorney concluded that Skillman placed no restrictions on spending the principal of the bequeathed funds and interest earned thereon – he only placed restrictions on the purposes for which the money was to be used – and that the Commission itself imposed restrictions on the principal and interest when it passed Resolution No. 2866.

The Commission now desires to revise its policy with respect to spending funds from the bequest so it can grant portions of the principal and interest to multiple projects rather than being limited as set forth in Resolution No. 2866. However, the Commission does want that portion of Resolution No. 2866 defining the phrase "recreational purposes" to remain in full force and effect.

**Statutory Authority / Reference:** Mont. Code Ann. § 7-1-4124(9).

**Staff Recommendation:** Staff recommends this resolution be approved.

**Fiscal Impact:** N/A

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

**Attachments:** N/A

**RESOLUTION NO. 4693**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA DECLARING ITS REVISED POLICY WITH RESPECT TO EXPENDITURES FROM THE BRYANT SKILLMAN BEQUEST.**

**WHEREAS**, Bryant Skillman executed a will wherein he made a bequest of money and real property to the City of Livingston; and

**WHEREAS**, Bryant Skillman passed away on June 6, 1996; and

**WHEREAS**, the real property was sold after Mr. Skillman’s death and the City of Livingston deposited the amounts received in connection therewith into an account with the other funds Mr. Skillman gifted; and

**WHEREAS**, Mr. Skillman’s will placed a restriction on the City’s use of the funds bequeathed in that it called for the funds to be used for “recreational purposes”; and

**WHEREAS**, on December 15, 1997, the Livingston City Commission passed Resolution No. 2866, which Resolution defined the phrase “recreational purposes” and specifically detailed the types of projects on which the bequeathed funds could be spent; and

**WHEREAS**, Resolution No. 2866 also placed restrictions on the Livingston City Commission’s ability to spend the principal of the bequeathed funds and the interest earned thereon; and

**WHEREAS**, the Livingston City Commission has received numerous requests for grants from the bequeathed funds, but the Commission’s ability to grant funds was limited by the language in Resolution No. 2866 and, specifically, the resolution’s directives related to the principal of the bequeathed funds and the interest earned thereon; and

**WHEREAS**, the Livingston City Commission recently wondered if it could revise or supersede Resolution No. 2866’s policy on spending principal and interest; and

**WHEREAS**, the Livingston City Attorney concluded Mr. Skillman placed no restrictions on spending the principal of the bequeathed funds and interest earned thereon – he only placed restrictions on the purposes for which the money was to be used – and that the Commission itself imposed restrictions on the principal and interest when it passed Resolution No. 2866; and

**WHEREAS**, the Livingston City Commission now desires to revise its policy with respect to spending funds from the bequest so the Commission can grant portions of the principal and

interest to multiple projects rather than being limited as set forth in Resolution No. 2866; and

**WHEREAS**, the Livingston City Commission desires that the portion of Resolution No. 2866 defining the phrase “recreational purposes” remain in full force and effect.

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

*Section 1.* The limits Resolution No. 2866 placed on spending principal and interest are hereby lifted and vacated. After the effective date of this resolution, the Livingston City Commission shall be permitted to spend the bequest account balance as the Commission deems just and proper; provided, however, the Commission must continue to use the funds for “recreational purposes” only. The Commission is hereby given the authority to divvy up the bequest account balance and spread it amongst multiple worthwhile projects, without regard to whether it will be granting principal, interest, or both. Nothing in this resolution requires the Commission to divvy up the bequest account balance among multiple projects and the Commission shall be permitted to spend the entire balance on a single worthwhile project if the Commission believes the project to be the best use of the funds.

*Section 2.* Funds from the bequest shall continue to be spent for “recreational purposes” only, as that phrase is defined in Resolution No. 2866 (“...any purpose as determined by the City Council which benefits the city’s public recreation programs or parks, whether by acquisition or construction, or enhancement of facilities, i.e. skating rinks, swimming pools, playgrounds, equipment, civic centers, youth centers, the acquisition or development of green space and parkland or a special project approved by the City Council which enhances the city’s public recreational programs. The funds shall not be used to pay operating expenses, maintenance, repairs or salaries in the recreation and parks department, nor in any other manner supplement the city’s annual recreation and parks operating budget.”).

*Section 3.* The Commission shall discuss each of the following items when making a decision on (a) whether to award funds, and (b) the amount of funds to be awarded:

1. Does the proposed use of funds classify as a “recreational purpose?”
2. Does the proposed use of funds serve a present need in the City of Livingston?
3. What portion of the City of Livingston’s residents will be positively impacted by the proposed project – i.e., does the project touch all residents or a portion of residents in a positive fashion?
4. What benefits or positives will the proposed use of funds bring to the City of Livingston?

5. What potential problems or negatives, if any, will the proposed use of funds bring to the City of Livingston?
6. Are other projects and/or entities requesting funds from the bequest at the time of the present request?
7. Does the Commission anticipate that other projects and/or entities will request funds from the bequest in the foreseeable future?
8. If the request will not cover the entire amount the project requires for completion, what is the likelihood project sponsors will be able to raise the other funds necessary for project completion?
9. Does the proposed project have any other sources of funding?
10. Without funding from the bequest, is the project one that will not otherwise be completed?
11. If the Commission awards funds, what will be the resulting balance of the bequest account?
12. If the funds requested or granted will not cover the entire amount necessary for project completion, are the project sponsors amenable to making release of the awarded funds contingent on project sponsors first providing the Commission with proof, by a date certain, and in a form acceptable to the Commission in its sole and absolute discretion, that the project sponsors have secured any and all other funds required for project completion?
13. If the Commission awards funds, are the project sponsors willing to provide the Commission with an accounting that details exactly how the grant funds were used?
14. If the Commission awards funds, do the project sponsors acknowledge that misuse of grant funds may be actionable under the Montana False Claims Act?

Dated this \_\_\_\_\_ day of September, 2016.

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**JAMES BENNETT - Chairman**

**Resolution No. 4693**

**Statement of Policy on Expenditures from Skillman Bequest.**

**Page 3**

**ATTEST:**

**APPROVED AS TO FORM:**

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**LISA HARRELD**  
Recording Secretary

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**ERIK COATE**  
City Attorney

**Backup material for agenda item:**

- A. DISCUSS/APPROVE/DENY -- REQUEST FROM NORTHERN ROCKY MOUNTAIN ECONOMIC DEVELOPMENT DISTRICT (ROB GILMORE) FOR INCREASED FUNDING**



311 West Main Room 311 Bozeman, MT 59715 PH: 406-577-2541 FAX 866-847-8033

May 31, 2016

City of Livingston  
City County Complex  
414 E. Callender  
Livingston, MT 59047

Re: Membership fee 2016/2017

Dear Commissioners:

This letter respectfully requests that the City of Livingston consider raising its annual NRMEDD membership fee from \$3,500 to \$7,000. The NRMEDD is a membership based organization and in an effort to establish a sustainable budget is requesting that all of its members evaluate their annual contributions. The District has been active in several projects that benefit the constituents of Gallatin and Park Counties and the City of Livingston specifically.

In 2015 and 2016 we have directed several key projects as follows:

**Guest House:** With the help of Manny Goetz, the District reached out to the owners of the Guest House, arranged to meet them, hosted a visit to the Borden Hotel in Whitehall to view a similar property, joined in discussions to measure financial feasibility, assisted in preparing the URA application, prepared an economic impact study demonstrating the millions in new capital and jobs benefit, conducted a tax study to measure future tax revenue. As a result a cornerstone for the City of Livingston and Park County that was vacant for 10 years and suffered from a rapidly deteriorating condition is now engaged in a full rehabilitation with ground floor spaces available this late Spring. The newly renovated space will remove a blighted area, benefits 31 jobs, create 6 new retail stores and provide 40 much-needed affordable housing units. Additionally, the building owners have added public restrooms and a visitor information center at their ground floor to better accommodate tourist and visiting buses.

**Technology Center at Printing For Less Property:** the NRMEDD contacted owners of property immediately adjacent and surrounding the PFL location to seek their interest in developing a technology park on the property. Having received a positive response the District led an effort that brought in professional consultants to assist the owners analyze their options and to more fully develop a go-forward strategy. The project continues and the District is working with the owners to identify suitable technology tenants.

**Livingston Downtown Vaults:** Storage vaults currently reside under streets and sidewalks in the Livingston downtown and present a potential liability to the City and property owners. The City requested that residents pay to fill-in the vaults which resulted in a potential economic hardship for some owners. The City’s request was met with a lawsuit and the vault program came to a halt. To reinvigorate the program the District, with key introductions made by Manny Goetz, met with the



interested parties and offered a solution that included a URA grant, a URA loan, owner participation and a state grant. The District made inquiries to the State of Montana and also met with the litigant to request that the lawsuit be removed. The project is still in process and the parties are engaged.

**Montana Rail Link Property at the Livingston rail yards:** Following on an introduction made by a Livingston business owner the District reached out to Wang Chunhua, an Australian consultant, with ties to both US rail manufacturing and also the China Railway Rolling Stock Corporation (CRRC). The District has been in contact with Wang and with property managers and MRL to coordinate a visit with the Chinese company that has shown interest in establishing a US manufacturing facility.

**Business Recruitment:** The NRMEDD has been active promoting Park and Gallatin counties in its efforts to recruit key high tech companies. The District received over \$17,000 in contributions from Livingston and Bozeman banks to underwrite the costs of meeting with potential companies and to pay the travel costs of select business representatives. As a result the District has succeeded in getting on the short list of major site selectors and is currently working to locate three key companies. This work has required new close partnerships with NorthWestern Energy, CenturyLink and site selection managers. The NRMEDD is confident that the business recruitment program will provide our region with a significant return on investment.

**Access to Capital and StartUp initiatives:** In 2015 the District worked hard to identify new sources of equity capital for our young and expanding businesses. It also formed ties with StartUpBozeman and the Blackstone LaunchPad that would make it easier to transition young companies into our rural communities. Presently the District is working closely with the Frontier Fund to identify potential expansion candidates.

**Business BBQ:** In 2015 the NRMEDD hosted its summer business BBQ and had invited guest speakers and young companies.

**Expanded board:** In 2015 and 2016 the NRMEDD Board was expanded to include key Park County business people Wyeth Windham (PFL), Manny Goetz (Yellowstone Country Motors) and Jane Tecca (Christies Real Estate). These new members join with James Bennett of the Livingston City Commission and Steve Caldwell of the Park County Commission who have been NRMEDD board members for several years. The District is indebted to each of these community leaders for their valuable contributions. Manny Goetz particularly has served a vital role in the delivery of several Livingston programs.

**Interagency Cooperation:** The NRMEDD has met with and increased its partnerships with Prospera and the Park County Extension office. Protocols are being created to help guide cooperation and promote resource sharing.

**Montana High Tech Business Alliance:** The NRMEDD helped to form and is represented on the MHTBA Board. This year the organization expanded to over 250 members statewide. Surveys conducted within the organization are shedding light on both the business opportunities and obstacles that are impacting the State's high tech industry.

*“Serving Gallatin, Park and Madison Counties of Southwest Montana”*

We look forward to continuing our service to the City Livingston in 2016/2017 and will again rely on the guidance and support of the City Commissioners and the NRMEDD Board members.

Sincerely,

A handwritten signature in blue ink, appearing to read "RSJ", is centered on a light blue rectangular background.

Rob Gilmore, Exec Director  
NRMEDD

**Backup material for agenda item:**

- B. DISCUSS/APPROVE/DENY -- CONSIDER OR DEVISE METHOD TO PROMOTE PUBLIC PARTICIPATION IN DECISION ON PROPOSED CHANGES TO INTERSTATE SIGNAGE AT LIVINGSTON'S I-90 EXITS.**

2015-2016 BOARD OF TRUSTEESKRISTEN GALBRAITH  
CHAIRDALE SEXTON  
VICE-CHAIR

BETTY LAHREN

DAN KAUL

DAVID DEPUY

KARLA PETTIT

TYLER ERICSON

June 2, 2016

City of Livingston  
414 East Callender Street  
Livingston, MT 59047

Dear City Commissioners,

As Chair of the Livingston Business Improvement District (LBID), I am happy to offer support toward efforts to create increased and more effective economic viability in our community. We have been informed that there is an opportunity to amend signage near the Interstate 90 interchanges, in cooperation with Montana Department of Transportation, which would help with directing more visitors to historic downtown Livingston, thus increasing economic opportunities for multiple businesses in the community.

As described at past LBID meetings, there is a potential to have a sign at Exit 337 with a "Livingston Historic Districts Exit 337" message, coupled with beautifully designed wayfinding signs, directing visitors to the Depot Center, Sacajawea Park, Historic Districts, the Yellowstone Gateway Museum, etc. It is our understanding that the Exit 333 signage would retain the "City Center/Yellowstone Park" message from the west. Altering the signs to direct visitors to local features and historic district areas will help to actually direct traffic and make a great deal of difference to all types of businesses in the Livingston community.

The LBID hopes you look favorably upon this project and work to develop and incorporate the necessary documents to make the process work for all parties. If you have any questions regarding our support of this project, please contact me at [galbraithkristen@gmail.com](mailto:galbraithkristen@gmail.com) or 406-220-9600.

Sincerely,

Kristen Galbraith, Chair  
Livingston Business Improvement District



# The Obsidian Collection

August 12, 2016

To Whom It May Concern:

As downtown property and business owners in the City of Livingston for the past 23 years, we are excited to support the possibility of Interstate 90 signage being modified, in order to direct westbound traffic through our historic downtown community. This flow of traffic also allows those travelers to continue past the downtown district and, either west toward Exit 330 or south toward Exit 333 where additional businesses offer further goods and services. From there, travelers can venture further south toward Yellowstone National Park.

Over the past 23 years, we have served local customers and many thousands of visitors, providing multiple retail jewelry, gift and card items, **six days per week, from 10 a.m. to 6 p.m.** Contrary to popular belief of businesses located at Exit 333, most businesses in the downtown district are open from at least 9 a.m. to 10 a.m. until at least 5 p.m. to 6 p.m. This effective and hard working group of business leaders has survived many ups and downs of a turbulent economy that the City of Livingston has been part of over the past thirty years. We are proud to be part of the team that has worked tirelessly to make our downtown so vibrant and beautiful.

We look forward to having additional traffic move through our historic downtown and hope that you are able to make the necessary highway signage changes to accommodate those needs. Please contact us if you have additional questions about our support of an important project.

Sincerely,



Kristen Galbraith  
Co-Owner



Annie Craig  
Co-Owner



August 18, 2016

Ms. Jennifer Nelson, PE  
District Engineering Services Engineer  
2701 Prospect Avenue  
P.O. Box 201001  
Helena, Montana 59620-1001

RE: Interstate 90 signage Modifications

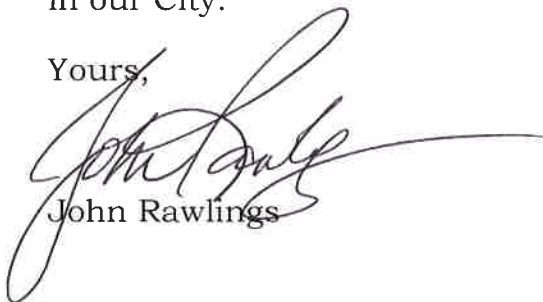
Dear Ms. Nelson:

As a downtown business owner in the City of Livingston for the past 18 years, I am happy to support the possibility of Interstate 90 signage being modified, in order to direct westbound traffic through our historic downtown community.

Coffee Crossing has served multiple community members and visitors to the City of Livingston for over 18 years. **We are open SEVEN days per week from 7:00 a.m. to 7:00 p.m.** We are even open on all major holidays AND serve free drinks on Thanksgiving and Christmas!!! While we have seen many businesses come and go in the historic district, we have also seen a lot of hard work and perseverance in creating long-lasting and beneficial establishments that serve locals and visitors to our area. We are proud to be part of that hard working group.

It is encouraging to know that modification of highway signage that will direct traffic into the historic downtown is under consideration. I hope that you will approve these modifications as we work toward further economic development in our City.

Yours,



John Rawlings

# Livingston

## Next 3 Exits



City Center  
Yellowstone National Park  
2 Miles  
Exit 337

Livingston  
Historic District  
Exit 337





City Center

Yellowstone National Park

1 Mile

Exit 337

Livingston

Historic District

Exit 337

**Backup material for agenda item:**

- C. DISCUSS/APPROVE/DENY -- MCNAIR SKATE PARK REQUEST FOR SKILLMAN BEQUEST FUNDS**

*Interest in the Skillman Trust*  
*Project Title -- Mission McNair: A Community Gravity Park for All*

August 23, 2016

Dear Ms. Lisa Lowy,

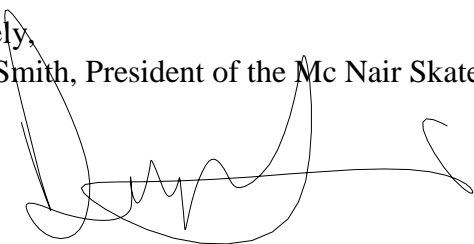
Thank you for taking the time to consider our request for use of funds from the Skillman Trust to help us reach our goal of raising \$250,000 to commence construction of a permanent, concrete gravity park. We have already risen approximately \$175,000 since initiating our major fund raising efforts in December 2015. We have received national recognition through the Tony Hawk Award, along with substantial funding through Mountain Sky Guest Ranch/Arthur Blank and the Lore Kann Foundation, in addition to grass roots funding efforts across our community. We have also received local awards through the Park County Community Foundation, the Community Closet and the Montana Community Foundation. We are so very close to reading our goal, and funds from the Skillman Trust would bring us that much closer to allowing us to commence construction during Spring 2017.

For more background, the mission of the McNair Skate Park is to provide a safe, controlled outdoor environment that uses gravity sports to bridge the gap between creative youth and their community. To this end, our collective goal is to create a safer and permanent gravity park, to replace our current wooden ramps. This new structure will be designed to also extend to bicyclist, roller-skaters, scooters, and even provide wheelchair accessibility. Further, the design will be tiered to accommodate multiple skill levels, including beginners, thus providing for broad community participation.

The current structure McNair provides and maintains consists of a 9,000 square-foot asphalt pad with wooden ramps, which require constant maintenance and upkeep and present serious safety risks. To provide a safer recreational environment, our goal is build a concrete gravity park and increase the size, capacity, safety as well as the improve options for aesthetic activities at our proposed location, adjacent to the Livingston Civic Center, Sacajawea Park and Lagoon, and the Yellowstone Park. It is also near the corridor to several schools. To make this a reality, we are activity seeking funds from foundations and through fundraising activities and community support.

Providing gravity parks for youths to exercise is as important to park infrastructure as the playground fort is to the very young and toddlers for the development of skills in cooperation, social interaction, as well as imagination. Through your award, we will further our goal of providing youth in the Livingston area with the opportunity to engage in skateboarding, roller blading, and BMX biking activities that enhance their physical, mental, emotional and social development in a safe and controlled environment. Thank you for considering our request.

Sincerely,  
Derek Smith, President of the Mc Nair Skate Park







**Backup material for agenda item:**

**D. DISCUSS/APPROVE/DENY -- PAYBACK TO SKILLMAN BEQUEST FROM SPECIAL IMPROVEMENT DISTRICT (SID) 180**

**SID 180**

Funding Date 12/31/08

Final Payment Date 06/30/23

Payable to Park Improvement Trust Fund-Skillman Trust

Fiscal Year	Date	Principal	Interest Rate	Interest	Total Payment	Paid	
						Fiscal Year Total	Principal Outstanding
							\$ 68,813.69
2009	12/31/2008	\$ 2,293.79	6.00%	\$ 3,096.63	\$ 5,390.42	\$9,679.81	66,519.90
	6/30/2009	2,293.79	6.00%	1,995.60	\$ 4,289.39		64,226.11
2010	12/31/2009	22,293.79	6.00%	1,926.78	\$ 24,220.57	27,761.99	41,932.32
	6/30/2010	2,293.79	6.00%	1,247.63	\$ 3,541.42		39,638.53
2011	12/31/2010	2,293.79	6.00%	1,198.93	\$ 3,492.72	6,897.64	37,344.74
	6/30/2011	2,293.79	6.00%	1,111.13	\$ 3,404.92		35,050.95
2012	12/31/2011	2,293.79	6.00%	1,060.17	\$ 3,353.96	6,622.39	32,757.16
	6/30/2012	2,293.79	6.00%	974.64	\$ 3,268.43		30,463.37
2013	12/31/2012	2,293.79	6.00%	921.41	\$ 3,215.20	6,347.13	28,169.58
	6/30/2013	2,293.79	6.00%	838.14	\$ 3,131.93		25,875.79
2014	12/31/2013	2,293.79	6.00%	782.65	\$ 3,076.44	6,071.88	23,582.00
	6/30/2014	2,293.79	6.00%	701.65	\$ 2,995.44		21,288.21
2015	12/31/2014	2,293.79	6.00%	643.90	\$ 2,937.69	5,796.62	18,994.42
	6/30/2015	2,293.79	6.00%	565.15	\$ 2,858.94		16,700.63
2016	12/31/2015	2,293.79	6.00%	505.14	\$ 2,798.93	5,521.37	14,406.84
	6/30/2016	2,293.79	6.00%	428.65	\$ 2,722.44		12,113.05
2017	12/31/2016	2,293.79	6.00%	366.38	\$ 2,660.17	5,246.11	9,819.26
	6/30/2017	2,293.79	6.00%	292.16	\$ 2,585.95		7,525.47
2018	12/31/2017	2,293.79	6.00%	227.62	\$ 2,521.41	4,970.86	5,231.68
	6/30/2018	2,293.79	6.00%	155.66	\$ 2,449.45		2,937.89
2019	12/31/2018	2,293.79	6.00%	88.86	\$ 2,382.65	3,045.92	644.10
	6/30/2019	644.10	6.00%	19.16	\$ 663.26		-

\$68,813.69\$ 16,051.41 \$ 82,571.31

\*Add'l principal paid due to assessments being paid in full.

CAPITAL IMPROVEMENT PLAN							
SID 180 as Scheduled							
Fiscal Years 2017 - 2021							
	Year 1 FY 2017	Year 2 FY 2018	Year 3 FY 2019	Year 4 FY 2020	Year 5 FY 2021	Year 6 FY 2022	Year 7 FY 2023
Estimated Beginning Fund Balance	\$ (20,890)	\$ (17,273)	\$ (13,564)	\$ (9,764)	\$ (6,038)	\$ (2,475)	905
Add:							
Operating Revenues	4,275	4,092	3,908	3,725	3,563	3,380	3,195
Transfers In	-	-	-	-	-	-	-
Total Revenues	<u>4,275</u>	<u>4,092</u>	<u>3,908</u>	<u>3,725</u>	<u>3,563</u>	<u>3,380</u>	<u>3,195</u>
Subtract:							
Operating Expenditures	5,247	4,971	3,046	-	-	-	-
Capital Expenditures	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-
Total Expenditures	<u>5,247</u>	<u>4,971</u>	<u>3,046</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Reduction of Interfund Receivable	(4,588)	(4,588)	(2,938)	-	-	-	-
Estimated Ending Balance	\$ <u>(17,273)</u>	\$ <u>(13,564)</u>	\$ <u>(9,764)</u>	\$ <u>(6,038)</u>	\$ <u>(2,475)</u>	\$ <u>905</u>	\$ <u>4,100</u>
F/B as a % of Operating Expenditures	-329%	-273%	-321%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!



CAPITAL IMPROVEMENT PLAN							
SID 180 Early Payoff							
Fiscal Years 2017 - 2021							
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Estimated Beginning Fund Balance	\$ (20,890)	\$ (17,273)	\$ (13,181)	\$ (9,273)	\$ (5,547)	\$ (1,984)	1,396
Add:							
Operating Revenues	4,275	4,092	3,908	3,725	3,563	3,380	3,195
Transfers In	-	-	-	-	-	-	-
Total Revenues	<u>4,275</u>	<u>4,092</u>	<u>3,908</u>	<u>3,725</u>	<u>3,563</u>	<u>3,380</u>	<u>3,195</u>
Subtract:							
Operating Expenditures	12,772	-	-	-	-	-	-
Capital Expenditures	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-
Total Expenditures	<u>12,772</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Reduction of Interfund Receivable	(12,113)	-	-	-	-	-	-
Estimated Ending Balance	\$ <u>(17,273)</u>	\$ <u>(13,181)</u>	\$ <u>(9,273)</u>	\$ <u>(5,547)</u>	\$ <u>(1,984)</u>	1,396	\$ <u>4,591</u>