



# Livingston City Commission Agenda

June 21, 2016

6:30 PM

City – County Complex, Community Room

## 1. Call to Order

## 2. Roll Call

## 3. Moment of Silence

## 4. Pledge of Allegiance

## 5. Consent Items

- A. CONSENT - Approve Minutes from 6.7.16 Regular Commission Meeting Page 5
- B. CONSENT - Approve Bills and Claims 1st Half June 2016 Page 11
- C. CONSENT - Accept Urban Renewal Agency Grant Approval of \$5,527 to Cerberus Properties/Obsidian through the Facade Program and the Energy Efficiency Program Page 20
- D. CONSENT - Accept Urban Renewal Agency Grant Approval of \$60,000 to Whiskey Creek/The Attic through the Facade Program and the Energy Efficiency Program Page 22

## 6. Proclamations

## 7. Scheduled Public Comment

## 8. Public Hearings

## 9. Ordinances

## 10. Resolutions

- A. RESOLUTION NO. 4666 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH NEIGHBOR HELPING NEIGHBOR REGARDING DEVELOPMENT OF THE NEW MCNAIR SKATE PARK. Page 26
- B. RESOLUTION NO. 4667 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF

**LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN LIVE PERFORMANCE AGREEMENTS WITH PERFORMING ARTISTS FOR SUMMERFEST 2016**

**Page 37**

**C. RESOLUTION NO. 4668 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN AN EQUIPMENT RENTAL AGREEMENT WITH MONTANA STATE UNIVERSITY FOR SUMMERFEST 2016**

**Page 53**

**D. RESOLUTION NO. 4669 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH BRADY PRO SOUND FOR SUMMERFEST 2016**

**Page 60**

**E. RESOLUTION NO. 4670 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A FACILITIES AND REAL PROPERTY USE AGREEMENT WITH WESTERN SUSTAINABILITY EXCHANGE FOR USE OF THE BANDSHELL PROPERTY FOR FARMERS MARKETS**

**Page 71**

**F. RESOLUTION NO. 4671 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH JESSIE NUNN FOR LIVINGSTON COMMERCIAL DISTRICT HISTORIC RESOURCES SURVEY FOR FISCAL YEAR 2015-2016**

**Page 82**

**G. RESOLUTION NO. 4672 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE LIVINGSTON TENNIS ASSOCIATION TO NAME THE TENNIS COURTS AT SACAJAWEA PARK AND INSTALL ASSOCIATED SIGNAGE AT THE TENNIS COURTS**

**Page 104**

**11. Action Items**

**A. DISCUSS/APPROVE/DENY -- CITY PLANNING BOARD'S RECOMMENDATION WITH RESPECT TO BROOKSTONE SUBDIVISION**

**B. DISCUSS/APPROVE/DENY -- IMPLEMENTATION OF A \$10 PER MONTH CHARGE FOR YARD WASTE COLLECTION SERVICES (GREEN CANS)**

**Page 108**

**C. DISCUSS/APPROVE/DENY -- REVISED JOB POSTING FOR CITY MANAGER VACANCY**

## 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

**June 21, 2016 - 6:30 p.m. City Commission Meeting - Community Room, City/County Complex**

**June 22, 2016 - 6:30 p.m. Parks and Trails Committee - Community Room, City/County Complex**

**June 28, 2016 - Noon - Airport Board Meeting, Mission Field**

**July 2, 2016 - 3:00 p.m. Livingston Chamber of Commerce Rodeo Parade**

**July 4, 2016 - Holiday - City Offices Closed**

**July 5, 2016 - No Commission Meeting**

**July 6, 2016 - 4:00 p.m. City/ County Joint Meeting - MSU Extension Office 119 South 3rd Street**

**July 12, 2016 - 3:30 p.m. - Historic Preservation Committee Meeting - Community Room, City/County Complex**

**July 15, 2016 - 2:00 p.m. Summerfest Along the Yellowstone**

**July 19, 2016 - 6:30 p.m. City Commission Meeting - Community Room, City/County Complex**

**July 20, 2016 – 8:30 a.m. – Urban Renewal Agency Meeting – East Room, City/County Complex**

**July 20, 2016 – 5:00 p.m. – Planning Committee Meeting – East Room, City/County Complex**

## Supplemental Material

### May Police Report

#### Notice

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

**Backup material for agenda item:**

- A. CONSENT - Approve Minutes from 6.7.16 Regular Commission Meeting**

**MINUTES**

**Livingston City Commission Tuesday,  
June 7, 2016  
6:30 p.m.  
City- County Complex, Community Room**

**1. Call to Order**

**2. Roll Call**

- Bennett, Hoglund, Schwarz and Sandberg were present.

**3. Moment of Silence**

**4. Pledge of allegiance**

**5. Consent Items (00:02:30)**

**A. Approve Minutes from 5.17.16 City Commission Meeting**

**B. Approve Bills and Claims 2nd Half of May 2016**

**C. Ratify Claims**

- Hoglund made a motion to pass Consent Items A – C. Schwarz seconded.
  - All in favor, motion passed 4-0.

**6. Proclamation**

**A. PROCLAMATION -- DECLARING JUNE 27 TO JULY 4, 2016 TO BE "RODEO DAYS" IN THE CITY OF LIVINGSTON, MONTANA (00:02:55)**

**7. Scheduled Public Comment**

**A. DONNA PACE PRESENTED PARK HIGH STUDENTS INVOLVED IN THE SISTER CITIES PROGRAM (00:04:06)**

**A. SCHEDULED PUBLIC COMMENT -- JANET PRESCOTT WITH AN UPDATE ON HIGHWAY AND WAYFINDING SIGNAGE (00:10:05)**

**8. Public Hearings**

**9. Ordinances**

**10. Resolutions**

**A. RESOLUTION NO. 4654 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH VISTA, LLC (“VISTA”) REQUIRING VISTA TO CONTRIBUTE TO THE CONSTRUCTION OF A PUBLIC LIFT STATION ON OR NEAR VISTA’S PROPERTY IN LIVINGSTON, MONTANA. (00:17:47)**

- Keith Waring made comments (00:18:00)
- Hogleund made a motion to pass Resolution No. 4654. Schwarz seconded.
  - All in favor, motion passed 4-0.

**B. RESOLUTION NO. 4658 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CHAIRMAN TO SIGN PERPETUAL RIGHT- OF-WAY EASEMENT WITH VISTA, LLC FOR THE PURPOSES OF CONSTRUCTION, MAINTENANCE, OPERATION, SERVICE, REPAIR, AND REPLACEMENT OF CITY STREETS, SANITARY SEWERS, AND WATER LINES. (01:07:28)**

- Hogleund made a motion to pass Resolution No. 4658. Sandberg seconded.
  - All in favor, motion passed 4-0.

**C. RESOLUTION NO. 4659 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CHAIRMAN TO SIGN PERPETUAL RIGHT- OF-WAY EASEMENT WITH LIVINGSTON HOLDINGS, LLC FOR THE PURPOSES OF CONSTRUCTION, MAINTENANCE, OPERATION, SERVICE, REPAIR, AND REPLACEMENT OF SANITARY SEWERS AND WATER LINES. (01:19:50)**

- Sandberg made a motion to pass Resolution No. 4659. Schwarz seconded.
  - All in favor, motion passed 4-0.

**D. RESOLUTION NO. 4660 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A CONSTRUCTION AND MAINTENANCE AGREEMENT WITH MONTANA RAIL LINK, INC. (“MRL”) FOR A PUBLIC ROADWAY CROSSING NEAR TRAVERTINE LANE IN LIVINGSTON, MONTANA. (01:21:40)**

- Sandberg made a motion to pass Resolution No. 4660. Schwarz seconded.
  - All in favor, motion passed 4-0.

**E. RESOLUTION NO. 4661 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN AN EASEMENT AGREEMENT WITH BNSF RAILWAY COMPANY ("BNSF") FOR THE CONSTRUCTION AND MAINTENANCE OF A PUBLIC ROADWAY THAT WILL RUN OVER AND THROUGH BNSF'S RIGHT-OF-WAY NEAR TRAVERTINE LANE IN LIVINGSTON, MONTANA. (01:25:50)**

- Schwarz made a motion to pass Resolution No. 4661. Hoglund seconded.
  - All in favor, motion passed 4-0.

**F. RESOLUTION NO. 4665 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH VISTA, LLC ("VISTA") REGARDING COSTS FOR THE CONSTRUCTION OF AN AT- GRADE CROSSING NEAR TRAVERTINE LANE IN LIVINGSTON, MONTANA. (01:27:10)**

- Schwarz made a motion to pass Resolution No. 4665. Hoglund seconded.
  - All in favor, motion passed 4-0.

**G. RESOLUTION NO. 4657 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A SUB-RECIPIENT AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT REVOLVING FUND WITH GALLATIN DEVELOPMENT CORPORATION, D/B/A PROSPERA BUSINESS NETWORK. (01:28:30)**

- Sandberg made a motion to table Resolution No. 4657 until the Commission is provided with financial statements and summary of loans to date and information regarding other uses the City may use the requested money for. No second.
- Hoglund made a motion to pass Resolution No. 4657. Schwarz seconded.
- Hoglund made a motion to table Resolution No. 4657 until further information is provided and an updated agreement is provided. Schwarz seconded.
  - All in favor, motion passed 4-0.

**H. RESOLUTION NO. 4662 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A GRANT**



**FUNDING AGREEMENT WITH NORTHWESTERN CORPORATION FOR THE CITY-COUNTY LIBRARY SOLAR PROJECT. (01:39:45)**

- Catherine Logan made comments (01:43:00)
- Hoglund made a motion to pass Resolution No. 4662. Schwarz seconded.
  - All in favor, motion passed 4-0.

**I. RESOLUTION NO. 4663 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH ONSITE ENERGY, INC. FOR THE CITY-COUNTY LIBRARY SOLAR PROJECT. (01:48:20)**

- Sandberg made a motion to pass Resolution No. 4663. Hoglund seconded.
  - All in favor, motion passed 4-0.

**J. RESOLUTION NO. 4664 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH ACE ROOFING, LLC FOR THE CITY-COUNTY LIBRARY RE- ROOFING PROJECT. (01:49:34)**

- Schwarz made a motion to pass Resolution No. 4664. Hoglund seconded.
  - All in favor, motion passed 4-0.

**11. Action Items**

**A. DISCUSS/APPROVE/DENY -- AUTHORIZING ADMINISTRATION TO SEEK OUT INFORMATION ON FUNDING AND LOANS FOR RELOCATION OF THE LIVINGSTON-PARK COUNTY DISPATCH CENTER (01:50:45)**

- Sandberg made a motion to approve Action Item A. Schwarz seconded.
  - All in favor, motion passed 4-0.

**B. DISCUSS/APPROVE/DENY -- MORATORIUM ON GLASS RECYCLING (01:57:10)**

- Jay Kiefer made comments (02:27:11)

**C. DISCUSS/APPROVE/DENY -- REQUEST TO ALLOW CAMPING AT MAYOR'S LANDING FROM 12 P.M. ON JULY 7, 2016 UNTIL 12 P.M. ON JULY 8, 2016 (02:40:28)**

- Sandberg made a motion to approve Action Item C. Hoglund seconded.
  - All in favor, motion passed 4-0.

**D. DISCUSS/APPROVE/DENY -- REQUEST FOR ADDITIONAL FUNDING FROM THE NORTHERN ROCKY MOUNTAIN ECONOMIC DEVELOPMENT DISTRICT (ROB GILMORE) (02:42:46)**

**12. City Manager Comment (02:50:52)**

**13. City Commission Comments**

- Sandberg made comments (02:52:41)
  - Schwarz made comments (02:54:33)
  - Hoglund made comments (02:55:17)
  - Bennett made comments (02:58:45)
- 
- Hoglund made a motion to extend the meeting beyond 9:30. Schwarz seconded.
    - All in favor, motion passed 4-0.

**14. Public Comments**

- Leslie Feigel made comments (03:06:40)
- Jay Kiefer made comments (03:13:21)
- Warren Mabie made comments (03:14:24)

**15. Adjournment 9:46 p.m. (03:16:04)**

**Backup material for agenda item:**

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

06/14/16  
11:12:42

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 6/16

Page: 1  
Report ID: AP100Z

For doc #s from 28510 to 28639, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	351036 TIME PAYMENTS	999999 FALLANG, WILLIAM	Overpayment Ticket #	5.00
1000 GENERAL	351036 TIME PAYMENTS	999999 LOFTICE, ERIC D	Overpayment - Time p	20.00
1000 GENERAL	410130 CITY COMMISSION	174 LOCAL GOVERNMENT CENTER	2016 Municipal Insti	180.00
1000 GENERAL	410130 CITY COMMISSION	174 LOCAL GOVERNMENT CENTER	2016 Municipal Insti	215.00
1000 GENERAL	410130 CITY COMMISSION	2907 SHI INTERNATIONAL CORP.	Commission IT	373.35
1000 GENERAL	410130 CITY COMMISSION	3184 MASTERCARD	Hotel - Institute-S	201.46
1000 GENERAL	410130 CITY COMMISSION	3184 MASTERCARD	Lodging Institute-Fr	268.66
1000 GENERAL	410400 CITY MANAGER	1110 DOWL HKM	Tiger Grant consulti	6,395.00
1000 GENERAL	410400 CITY MANAGER	3184 MASTERCARD	Hotel - City Manager	668.70
1000 GENERAL	410400 CITY MANAGER	3184 MASTERCARD	Luncheon- city Manag	133.85
1000 GENERAL	410400 CITY MANAGER	3184 MASTERCARD	Albertson's Supplies	30.84
1000 GENERAL	410400 CITY MANAGER	3184 MASTERCARD	Albertson's Supplies	119.29
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	255 PARK COUNTY HEALTH DEPT	Hep B Vac- Public Wo	902.00
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	3184 MASTERCARD	Subscription	129.00
1000 GENERAL	410550 ACCOUNTING	3248 AGENDA PAL	Subscription service	150.00
1000 GENERAL	411030 PLANNER	102 INDUSTRIAL TOWEL	Mat Cleaning	8.56
1000 GENERAL	411030 PLANNER	3387 J & H, Inc.	PW Copier	20.17
1000 GENERAL	411030 PLANNER	3184 MASTERCARD	Walking Shoes	68.00
1000 GENERAL	411030 PLANNER	22 ALL SERVICE TIRE &	Flat Repair - Planni	15.00
1000 GENERAL	411100 CITY ATTORNEY	3529 KASTING,KAUFFMAN & MERSEN	Selland Prosecution	722.11
1000 GENERAL	411100 CITY ATTORNEY	2823 WEST PAYMENT CENTER -	May Charges	275.56
1000 GENERAL	411100 CITY ATTORNEY	3184 MASTERCARD	Billings Hotel -	201.46
1000 GENERAL	411230 FACILITY MAINTENANCE	26 LIVINGSTON ACE HARDWARE -	Carpet Cleaner - 110	87.97
1000 GENERAL	411230 FACILITY MAINTENANCE	26 LIVINGSTON ACE HARDWARE -	Cleaner deposit	-25.00
1000 GENERAL	411230 FACILITY MAINTENANCE	3407 LIVINGSTON DAYCARE, LLC	July 2016 Parking Lo	900.00
1000 GENERAL	411230 FACILITY MAINTENANCE	63 HOUSE OF CLEAN	37% Janitorial suppl	48.67
1000 GENERAL	411230 FACILITY MAINTENANCE	63 HOUSE OF CLEAN	37% Janitorial suppl	41.61
1000 GENERAL	411230 FACILITY MAINTENANCE	63 HOUSE OF CLEAN	37% Janitorial suppl	16.12
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	21.94
1000 GENERAL	411230 FACILITY MAINTENANCE	147 LIVINGSTON UTILITY	City/County complex	369.10
1000 GENERAL	411230 FACILITY MAINTENANCE	147 LIVINGSTON UTILITY	City of Livingston S	50.70
1000 GENERAL	411230 FACILITY MAINTENANCE	147 LIVINGSTON UTILITY	City of Livingston	74.85
1000 GENERAL	411230 FACILITY MAINTENANCE	147 LIVINGSTON UTILITY	110 S. B Street-Irri	27.04
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug maintenance	37.70
1000 GENERAL	411230 FACILITY MAINTENANCE	3184 MASTERCARD	Door Stops	16.08
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	PW Internet	888.63
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	110 South B Internet	885.63
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	414 E. Callender Int	3,118.22
1000 GENERAL	411700 CENTRAL STORES	2596 US POST OFFICE -	Postage for bulk mai	375.00
1000 GENERAL	411700 CENTRAL STORES	1783 J & H OFFICE EQUIPMENT	Canon Copier Lease	213.00
1000 GENERAL	411700 CENTRAL STORES	1196 MAILFINANCE	Lease postage machi	165.38
1000 GENERAL	411700 CENTRAL STORES	1783 J & H OFFICE EQUIPMENT	Canon Copier lease	247.76
1000 GENERAL	411700 CENTRAL STORES	3184 MASTERCARD	Lase paper	74.70
1000 GENERAL	411700 CENTRAL STORES	3184 MASTERCARD	Stamps.com	24.99
1000 GENERAL	411700 CENTRAL STORES	3184 MASTERCARD	Toner	489.24
1000 GENERAL	411700 CENTRAL STORES	3184 MASTERCARD	Toner	501.12
1000 GENERAL	411700 CENTRAL STORES	3184 MASTERCARD	Toner	138.36
1000 GENERAL	411700 CENTRAL STORES	3184 MASTERCARD	Paper products	9.38
1000 GENERAL	411700 CENTRAL STORES	1730 SCHAEFFER MFG CO.	Oil	1,635.70
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	Diesel Fuel 562 gal	1,007.72
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	Diesel Fuel 570 gal	1,059.73
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	Dyed Diesel Fuel 125	217.37

06/14/16  
11:12:42

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 6/16

Page: 2  
Report ID: AP100Z

For doc #s from 28510 to 28639, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	420100 OPERATING ACCOUNT	2426 GRANITETCS, INC	IT Suport 1/3	66.00
1000 GENERAL	420100 OPERATING ACCOUNT	3371 BALCO UNIFORM COMPANY,	Uniforms - LaBaty	863.00
1000 GENERAL	420100 OPERATING ACCOUNT	3371 BALCO UNIFORM COMPANY,	Uniforms -Walker	326.00
1000 GENERAL	420100 OPERATING ACCOUNT	3371 BALCO UNIFORM COMPANY,	Portable Radio Holde	27.00
1000 GENERAL	420100 OPERATING ACCOUNT	2929 GALLATIN COUNTY SHERIFF'S	Training Emanuel	295.00
1000 GENERAL	420100 OPERATING ACCOUNT	294 CHAPPELL'S BODY SHOP,	Car Wash Token	30.00
1000 GENERAL	420100 OPERATING ACCOUNT	22 ALL SERVICE TIRE &	Tire Repair	61.00
1000 GENERAL	420100 OPERATING ACCOUNT	22 ALL SERVICE TIRE &	Tire Rotation	12.00
1000 GENERAL	420100 OPERATING ACCOUNT	54 GATEWAY OFFICE SUPPLY	Printer Cartridge	38.99
1000 GENERAL	420100 OPERATING ACCOUNT	54 GATEWAY OFFICE SUPPLY	Notebooks	12.90
1000 GENERAL	420100 OPERATING ACCOUNT	2671 COMDATA	May Fuel	1,441.65
1000 GENERAL	420100 OPERATING ACCOUNT	1687 HANSER'S AUTOMOTIVE &	Stolen Vehicle Recov	90.00
1000 GENERAL	420100 OPERATING ACCOUNT	3237 WHISTLER TOWING, LLC	Stolen Vehicle Tow	125.00
1000 GENERAL	420100 OPERATING ACCOUNT	3376 TRANSUNION RISK &	Investigative search	25.00
1000 GENERAL	420100 OPERATING ACCOUNT	117 PARK COUNTY SHERIFF	MRDTF Payment	12,500.00
1000 GENERAL	420100 OPERATING ACCOUNT	3184 MASTERCARD	Replacment batteries	178.06
1000 GENERAL	420100 OPERATING ACCOUNT	3184 MASTERCARD	Polce Vehicle Reg	18.59
1000 GENERAL	420100 OPERATING ACCOUNT	3552 Yellowstone Gifts &	Gun Cleaning supplie	21.99
1000 GENERAL	420400 OPERATING ACCOUNTS	22 ALL SERVICE TIRE &	Tire repair	12.00
1000 GENERAL	420400 OPERATING ACCOUNTS	2671 COMDATA	May Fuel	451.99
1000 GENERAL	420400 OPERATING ACCOUNTS	2595 TOWN & COUNTRY FOODS -	Cleaning supplies	37.26
1000 GENERAL	420400 OPERATING ACCOUNTS	2595 TOWN & COUNTRY FOODS -	Cleaning supplies	4.89
1000 GENERAL	420400 OPERATING ACCOUNTS	3455 INDUSTRIAL COMM & ELEC OF	Radio Batteries	186.00
1000 GENERAL	420400 OPERATING ACCOUNTS	26 LIVINGSTON ACE HARDWARE -	Fasteners	2.98
1000 GENERAL	420400 OPERATING ACCOUNTS	899 UNIVERSITY OF MONTANA	S300 Course	225.00
1000 GENERAL	420400 OPERATING ACCOUNTS	3184 MASTERCARD	Special Lube #45525	40.00
1000 GENERAL	420400 OPERATING ACCOUNTS	3184 MASTERCARD	Marking Tape	13.93
1000 GENERAL	420400 OPERATING ACCOUNTS	3184 MASTERCARD	Marking Tape	14.69
1000 GENERAL	420400 OPERATING ACCOUNTS	3184 MASTERCARD	Paper Products- Fire	56.29
1000 GENERAL	420403 BUILDING INSPECTION	2671 COMDATA	Diesel Fuel	86.23
1000 GENERAL	430930 CEMETERY OPERATING	781 2M COMPANY, INC.	Supplies	364.50
1000 GENERAL	430930 CEMETERY OPERATING	26 LIVINGSTON ACE HARDWARE -	Shop Supplies	161.74
1000 GENERAL	430930 CEMETERY OPERATING	2112 CHURCHILL EQUIPMENT CO.,	Supplies	102.98
1000 GENERAL	430950 ROAMING OPERATING	2671 COMDATA	Diesel Fuel	358.69
1000 GENERAL	430950 ROAMING OPERATING	3614 Tracker Software	PubWorks	926.90
1000 GENERAL	430950 ROAMING OPERATING	2087 WISPWEST.NET	Internet	44.95
1000 GENERAL	430950 ROAMING OPERATING	147 LIVINGSTON UTILITY	Parks Garb & Cemeter	414.98
1000 GENERAL	430950 ROAMING OPERATING	3442 LIVINGSTON PUBLIC WORKS	Costco	6.86
1000 GENERAL	430950 ROAMING OPERATING	3184 MASTERCARD	Meeting - Luncheon	13.32
1000 GENERAL	430950 ROAMING OPERATING	3184 MASTERCARD	Branders	90.62
1000 GENERAL	430950 ROAMING OPERATING	3184 MASTERCARD	B & BW	87.85
1000 GENERAL	430950 ROAMING OPERATING	3184 MASTERCARD	Plumbzilla	260.32
1000 GENERAL	430950 ROAMING OPERATING	2 A-1 MUFFLER, INC.	Check	40.00
1000 GENERAL	430950 ROAMING OPERATING	26 LIVINGSTON ACE HARDWARE -	Fasteners	8.55
1000 GENERAL	430950 ROAMING OPERATING	2001 KARNATZ TREE SERVICE	Tree by CC	625.00
1000 GENERAL	430950 ROAMING OPERATING	59 NORTHERN ENERGY	Propane	525.26
1000 GENERAL	430950 ROAMING OPERATING	1941 ROSEDALE GARDENS	Landscaping supplies	564.25
1000 GENERAL	430950 ROAMING OPERATING	3615 Stevenson, Marie	Paint for Plow	6.41
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	2671 COMDATA	Diesel Fuel	88.16
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	2023 LIVINGSTON VETERINARY	Emergency Cat	210.05
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	2023 LIVINGSTON VETERINARY	Courtesy Discount	-86.35
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	3184 MASTERCARD	Mutt Mitts	592.86

06/14/16  
11:12:42

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 6/16

Page: 3  
Report ID: AP100Z

For doc #s from 28510 to 28639, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	3184 MASTERCARD	Mutt Mitts	592.86
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	3184 MASTERCARD	credit	-154.64
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	26 LIVINGSTON ACE HARDWARE	- U Bolt	7.96
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	250 INSTY-PRINTS	Judy Info	414.75
1000 GENERAL	460430 PARKS OPERATING	999999 ADAMS, BOBBI	Triangle Park Flower	69.30
1000 GENERAL	460430 PARKS OPERATING	781 2M COMPANY, INC.	Supplies	820.00
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Paint Sprayer & Pump	398.24
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Supplies	79.98
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Supplies	14.56
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Supplies	31.55
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Fasteners	4.99
1000 GENERAL	460430 PARKS OPERATING	776 KENYON NOBLE	Concrete	36.90
1000 GENERAL	460430 PARKS OPERATING	282 LIVINGSTON TRUE VALUE	Paint	57.58
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Fishing Hut Paint Ma	143.55
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	47 WILCOXSON'S	Ice Cream - Pool Hou	151.50
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3184 MASTERCARD	Lifeguard Uniforms	425.39
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3184 MASTERCARD	Lifeguard Certificat	592.00
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3184 MASTERCARD	Online Lifeguard - P	35.00
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3184 MASTERCARD	Pool Safety Equipmen	292.62
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3184 MASTERCARD	Craft mat'ls Rec dep	61.48
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3184 MASTERCARD	Craft mat'ls Rec dep	12.99
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3184 MASTERCARD	Craft mat'ls Rec dep	25.83
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3184 MASTERCARD	Craft mat'ls Rec dep	31.99
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3184 MASTERCARD	Craft mat'ls Rec dep	26.85
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3184 MASTERCARD	Craft mat'ls Rec dep	76.99
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3184 MASTERCARD	Credit Card Reader-	50.00
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3184 MASTERCARD	Amazon	117.97
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3184 MASTERCARD	Solenoid Valve Kit	62.25
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	26 LIVINGSTON ACE HARDWARE	- Lighter	27.96
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	26 LIVINGSTON ACE HARDWARE	- Supplies	50.15
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	26 LIVINGSTON ACE HARDWARE	- Premix	25.74
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3357 ADVANCED TECHNOLOGY	Chemicals	2,367.50
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3357 ADVANCED TECHNOLOGY	Stabilizer	360.00
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	26 LIVINGSTON ACE HARDWARE	- Pool house keys	77.19
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	26 LIVINGSTON ACE HARDWARE	- Pool House Paint Mat	16.62
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	26 LIVINGSTON ACE HARDWARE	- Pool House Keys/Clea	34.95
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3040 PRO RENTALS & SALES, INC.	BBall concessions- P	60.15
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	54 GATEWAY OFFICE SUPPLY	Park & Trail Clean u	24.20
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	54 GATEWAY OFFICE SUPPLY	Bulk Pkg tape	30.90
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Facebook Boost-City	5.34
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Facebook - Rec Activ	1.97
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Postage - Grant subm	14.55
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Supplies	7.99
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	USPS - Grant Submiss	13.45
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Craft Mat'l Rec dept	37.97
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Triental Trading- Cr	22.94
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Facebook Rec. Activi	25.01
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Craft mat'l Rec dept	57.37
<b>Total for Fund:</b>				<b>54,235.45</b>
2212 SUMMERFEST	460420 SUMMERFEST	3457 EUBANKCREATIVE, INC.	Summerfest Poster Up	40.00

06/14/16  
11:12:42

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 6/16

Page: 4  
Report ID: AP100Z

For doc #s from 28510 to 28639, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount	
2212	SUMMERFEST	460420 SUMMERFEST	111 MONTANA PIONEER	Summerfest Ad	220.00
2212	SUMMERFEST	460420 SUMMERFEST	2379 LIVELY TIMES	Summerfest 1/16Pg Ju	122.20
2212	SUMMERFEST	460420 SUMMERFEST	3184 MASTERCARD	Summerfest Website s	149.00
<b>Total for Fund:</b>				<b>531.20</b>	
2220	LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Compound Spackel	3.79
2220	LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Postage purchase	100.00
2220	LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Stamps.com	15.99
2220	LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Books - Amazon	62.78
<b>Total for Fund:</b>				<b>182.56</b>	
2300	COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	3449 LEAF	Lease Koycera copier	27.60
2300	COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	3455 INDUSTRIAL COMM & ELEC OF	Moved Zetron wires,s	544.00
<b>Total for Fund:</b>				<b>571.60</b>	
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	2241 AFFCO	Light Poles	21,840.00
<b>Total for Fund:</b>				<b>21,840.00</b>	
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	147 LIVINGSTON UTILITY	Street Shop	49.80
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	2671 COMDATA	Diesel Fuel	697.65
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	102 INDUSTRIAL TOWEL	Mat Cleaning	8.55
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3387 J & H, Inc.	PW Copier	20.17
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3390 TD&H ENGINEERING, INC	Project B15-081	1,227.60
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3614 Tracker Software	PubWorks	926.90
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3472 UTILITIES UNDERGROUND	811	46.58
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3442 LIVINGSTON PUBLIC WORKS	Costco	6.86
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3184 MASTERCARD	Meeting - Luncheon	13.32
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3184 MASTERCARD	OTC	90.62
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3184 MASTERCARD	Costco	87.85
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	- Duct Tape	25.16
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	- Paint Sprayer & Pump	132.75
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	- Supplies	113.14
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	- Supplies	31.98
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3293 BLACKFOOT COMMUNICATIONS	Internet	50.50
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	23 CARQUEST AUTO PARTS	Blades	32.66
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	15 JOHN DEERE FINANCIAL	Grease Gun	411.99
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	1390 KEN'S EQUIPMENT REPAIR,	Unit 621	95.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	1390 KEN'S EQUIPMENT REPAIR,	Sweeper	135.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	1390 KEN'S EQUIPMENT REPAIR,	Unit 621	631.45
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	1390 KEN'S EQUIPMENT REPAIR,	Unit 428	402.50
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	1390 KEN'S EQUIPMENT REPAIR,	Sweeper	303.30
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	2863 KIMBALL MIDWEST	Gloves	73.42
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	2830 LEHRKIND'S COCA-COLA	Water	31.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	1920 HORIZON AUTO PARTS	Socket	21.49
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	2011 RITEWAY SERVICE	Sweeper Repairs	80.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	443 SHERWIN WILLIAMS	Paint	370.80
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3564 ULINE	Coverall	360.12
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3615 Stevenson, Marie	Paint for Plow	6.42

06/14/16  
11:12:42

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 6/16

Page: 5  
Report ID: AP100Z

For doc #s from 28510 to 28639, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	2961 WILLIAMS CIVIL DIVISION	2015 CIP	29,267.89
<b>Total for Fund:</b>				<b>35,752.47</b>
2650 BUSINESS IMPROVEMENT	470100 ECONOMIC DEVELOPMENT	3370 LIVINGSTON BUSINESS	Q3 Distributions	7,325.40
<b>Total for Fund:</b>				<b>7,325.40</b>
2700 PARK IMPROVEMENT SPECIAL	460430 PARKS OPERATING	2908 GOMEZ, MIKE	Reimburse-Sacajawea	420.05
2700 PARK IMPROVEMENT SPECIAL	460430 PARKS OPERATING	2908 GOMEZ, MIKE	Reimburse-Miles Park	166.65
2700 PARK IMPROVEMENT SPECIAL	460430 PARKS OPERATING	3606 CASTLE ROCK GEOTECHNICAL	GeoTech Work at Skat	2,000.00
<b>Total for Fund:</b>				<b>2,586.70</b>
2820 GAS TAX	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	Supplies	43.97
2820 GAS TAX	430240 STREET DEPARTMENT	2904 FISHER SAND AND GRAVEL	Concrete	1,224.00
2820 GAS TAX	430240 STREET DEPARTMENT	8 KNIFE RIVER	Cold Mix	817.50
2820 GAS TAX	430240 STREET DEPARTMENT	12 NORMONT EQUIPMENT	Patcher	4,000.00
2820 GAS TAX	430240 STREET DEPARTMENT	12 NORMONT EQUIPMENT	Emulsion	912.90
2820 GAS TAX	430240 STREET DEPARTMENT	12 NORMONT EQUIPMENT	Emulsion	2,738.70
2820 GAS TAX	430240 STREET DEPARTMENT	12 NORMONT EQUIPMENT	Emulsion	4,564.50
<b>Total for Fund:</b>				<b>14,301.57</b>
4100 FIRE TRUCK/BOND PROCEEDS	420460 FIRE SUPPRESSION	3613 COPRO EFP, LLC	Nozzles & Appliance-	2,218.11
4100 FIRE TRUCK/BOND PROCEEDS	420460 FIRE SUPPRESSION	3184 MASTERCARD	Engine Valves	2,066.44
4100 FIRE TRUCK/BOND PROCEEDS	420460 FIRE SUPPRESSION	3184 MASTERCARD	Ace Hardware	331.94
<b>Total for Fund:</b>				<b>4,616.49</b>
5210 WATER OPERATING	430510 WATER ADMINISTRATION	3390 TD&H ENGINEERING, INC	Project B15-081	1,841.41
5210 WATER OPERATING	430510 WATER ADMINISTRATION	3614 Tracker Software	PubWorks	926.90
5210 WATER OPERATING	430510 WATER ADMINISTRATION	3184 MASTERCARD	Meeting - Luncheon	13.32
5210 WATER OPERATING	430510 WATER ADMINISTRATION	3184 MASTERCARD	Albertson	87.85
5210 WATER OPERATING	430515 WATER SERVICES	2671 COMDATA	Diesel Fuel	506.32
5210 WATER OPERATING	430515 WATER SERVICES	3387 J & H, Inc.	PW Copier	20.18
5210 WATER OPERATING	430515 WATER SERVICES	3472 UTILITIES UNDERGROUND	811	46.57
5210 WATER OPERATING	430515 WATER SERVICES	3442 LIVINGSTON PUBLIC WORKS	Shopko	6.86
5210 WATER OPERATING	430515 WATER SERVICES	999999 LUTHER, CHRISTOPHER	Reimburse Ace Hrdwar	39.99
5210 WATER OPERATING	430515 WATER SERVICES	3184 MASTERCARD	Shopko	90.62
5210 WATER OPERATING	430515 WATER SERVICES	26 LIVINGSTON ACE HARDWARE	Supplies	80.52
5210 WATER OPERATING	430515 WATER SERVICES	26 LIVINGSTON ACE HARDWARE	Supplies	140.68
5210 WATER OPERATING	430515 WATER SERVICES	2527 MSE TECHNOLOGY	Coliforms	158.40
5210 WATER OPERATING	430515 WATER SERVICES	3016 MT WATERWORKS	Poly Pipe	135.00
5210 WATER OPERATING	430515 WATER SERVICES	3562 Snap-On	Tools	39.50
5210 WATER OPERATING	430515 WATER SERVICES	1814 SPECIAL LUBE	Oil change	61.00
5210 WATER OPERATING	430515 WATER SERVICES	3615 Stevenson, Marie	Paint for Plow	6.41
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	102 INDUSTRIAL TOWEL	Mat Cleaning	8.56
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	147 LIVINGSTON UTILITY	Utility shop	119.92
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	2961 WILLIAMS CIVIL DIVISION	2015 CIP	21,416.68
5210 WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	2596 US POST OFFICE -	Postage for bulk mai	375.00
5210 WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	295 BLACK MOUNTAIN SOFTWARE,	Annual Maintenance -	2,163.00



06/14/16  
11:12:42

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 6/16

Page: 6  
Report ID: AP100Z

For doc #s from 28510 to 28639, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5210 WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	2816 ADVANCED LITHO PRINTING	10000 Utility bills	216.33
5210 WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	1196 MAILFINANCE	Lease paostage machi	165.39
5210 WATER OPERATING	490500 DEBT SERVICE PAYMENTS	1416 US BANK	Paying Agent fee-Wat	350.00
<b>Total for Fund:</b>				<b>29,016.41</b>
5310 SEWER OPERATING	430610 SEWER ADMINISTRATION	112 MONTANA RAIL LINK	Agreement 88644	150.00
5310 SEWER OPERATING	430610 SEWER ADMINISTRATION	3614 Tracker Software	PubWorks	1,853.79
5310 SEWER OPERATING	430620 FACILITIES	102 INDUSTRIAL TOWEL	Mat Cleaning	8.55
5310 SEWER OPERATING	430620 FACILITIES	147 LIVINGSTON UTILITY	Utility shop	126.06
5310 SEWER OPERATING	430620 FACILITIES	3442 LIVINGSTON PUBLIC WORKS	John Deere	8.12
5310 SEWER OPERATING	430620 FACILITIES	3184 MASTERCARD	Costco	87.85
5310 SEWER OPERATING	430625 SEWER SERVICES	2671 COMDATA	Diesel Fuel	349.73
5310 SEWER OPERATING	430625 SEWER SERVICES	3387 J & H, Inc.	PW Copier	20.17
5310 SEWER OPERATING	430625 SEWER SERVICES	3390 TD&H ENGINEERING, INC	Project B15-081	1,841.42
5310 SEWER OPERATING	430625 SEWER SERVICES	3472 UTILITIES UNDERGROUND	811	46.58
5310 SEWER OPERATING	430625 SEWER SERVICES	3442 LIVINGSTON PUBLIC WORKS	Northern Energy	6.86
5310 SEWER OPERATING	430625 SEWER SERVICES	3184 MASTERCARD	T&C	90.62
5310 SEWER OPERATING	430625 SEWER SERVICES	26 LIVINGSTON ACE HARDWARE	- Supplies	16.97
5310 SEWER OPERATING	430625 SEWER SERVICES	26 LIVINGSTON ACE HARDWARE	- Return	-4.98
5310 SEWER OPERATING	430625 SEWER SERVICES	1390 KEN'S EQUIPMENT REPAIR,	Unit 433	20.00
5310 SEWER OPERATING	430625 SEWER SERVICES	626 UTILITIES SPECIALTIES,	Hose	688.52
5310 SEWER OPERATING	430625 SEWER SERVICES	3615 Stevenson, Marie	Paint for Plow	6.42
5310 SEWER OPERATING	430630 COLLECTION AND	3184 MASTERCARD	Meeting - Luncheon	13.32
5310 SEWER OPERATING	430630 COLLECTION AND	679 BAINTER BACKHOE & CAT	Emergency Sewer	5,143.92
5310 SEWER OPERATING	430630 COLLECTION AND	2961 WILLIAMS CIVIL DIVISION	2015 CIP	18,799.56
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	102 INDUSTRIAL TOWEL	Mat Cleaning	23.90
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	147 LIVINGSTON UTILITY	Sewer Plant	342.29
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3442 LIVINGSTON PUBLIC WORKS	Northern Energy	6.86
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3184 MASTERCARD	T&C	90.62
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3184 MASTERCARD	Staples	77.24
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	26 LIVINGSTON ACE HARDWARE	- Tube	3.49
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3605 ADVANCED ENGINEERING &	P05613 WWTP	56,426.87
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3605 ADVANCED ENGINEERING &	P05613 WWTP - pd on	-11,207.92
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3293 BLACKFOOT COMMUNICATIONS	Internet	50.49
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	B16052010	102.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	B16060122	297.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	15 JOHN DEERE FINANCIAL	Supplies	3.95
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	15 JOHN DEERE FINANCIAL	Hose	8.12
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	1390 KEN'S EQUIPMENT REPAIR,	Unit 4307	213.55
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	2830 LEHRKIND'S COCA-COLA	Water	33.70
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	1920 HORIZON AUTO PARTS	Floor Dry	24.63
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	292 UPS STORE #2420, THE	Shipping	58.70
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3615 Stevenson, Marie	Paint for Plow	6.42
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	2596 US POST OFFICE -	Postage for bulk mai	375.00
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	295 BLACK MOUNTAIN SOFTWARE,	Annual Maintenance -	2,163.00
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	2816 ADVANCED LITHO PRINTING	10000 Utility bills	216.34
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	1196 MAILFINANCE	Lease paostage machi	165.38
5310 SEWER OPERATING	490500 DEBT SERVICE PAYMENTS	1416 US BANK	Paying Agent fee-Sew	350.00
<b>Total for Fund:</b>				<b>79,105.11</b>

06/14/16  
11:12:42

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 6/16

Page: 7  
Report ID: AP100Z

For doc #s from 28510 to 28639, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5410 SOLID WASTE	430810 SOLID WASTE	3614 Tracker Software	PubWorks	926.88
5410 SOLID WASTE	430820 FACILITIES	102 INDUSTRIAL TOWEL	Mat Cleaning	8.55
5410 SOLID WASTE	430820 FACILITIES	3387 J & H, Inc.	PW Copier	20.17
5410 SOLID WASTE	430820 FACILITIES	147 LIVINGSTON UTILITY	Scale House	53.99
5410 SOLID WASTE	430820 FACILITIES	147 LIVINGSTON UTILITY	Utility shop	49.25
5410 SOLID WASTE	430820 FACILITIES	3184 MASTERCARD	Meeting - Luncheon	13.32
5410 SOLID WASTE	430820 FACILITIES	3184 MASTERCARD	B & BW	87.84
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	2671 COMDATA	Diesel Fuel	187.88
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	147 LIVINGSTON UTILITY	Street Shop	49.81
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3442 LIVINGSTON PUBLIC WORKS	Northern Energy	6.85
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3184 MASTERCARD	T&C	90.62
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	23 CARQUEST AUTO PARTS	Supplies	42.08
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1390 KEN'S EQUIPMENT REPAIR,	Curbtender	135.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1390 KEN'S EQUIPMENT REPAIR,	Backhoe	90.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1390 KEN'S EQUIPMENT REPAIR,	Compactor	282.50
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1390 KEN'S EQUIPMENT REPAIR,	Compactor	145.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1390 KEN'S EQUIPMENT REPAIR,	Backhoe	401.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1390 KEN'S EQUIPMENT REPAIR,	Compactor	90.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	34 MOUNTAIN AIR SPORTS	Embroidery	32.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3040 PRO RENTALS & SALES, INC.	Filter	159.50
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3615 Stevenson, Marie	Paint for Plow	6.42
5410 SOLID WASTE	430840 DISPOSAL	26 LIVINGSTON ACE HARDWARE	- Film	34.99
5410 SOLID WASTE	430840 DISPOSAL	2731 MONTANA WASTE SYSTEMS,	Transfer fees Feb	48,827.98
5410 SOLID WASTE	430840 DISPOSAL	2731 MONTANA WASTE SYSTEMS,	Transfer fees Mar	56,931.09
5410 SOLID WASTE	430840 DISPOSAL	2731 MONTANA WASTE SYSTEMS,	Transfer Fees May	68,318.26
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	2596 US POST OFFICE -	Postage for bulk mai	375.00
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	295 BLACK MOUNTAIN SOFTWARE,	Annual Maintenance -	2,163.00
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	2816 ADVANCED LITHO PRINTING	10000 Utility bills	216.33
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	1196 MAILFINANCE	Lease postage machi	165.38
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	3293 BLACKFOOT COMMUNICATIONS	Internet	50.49
5410 SOLID WASTE	510700 STATE MANDATED	3184 MASTERCARD	Scale License Renewa	560.00
<b>Total for Fund:</b>				<b>180,521.18</b>
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	76.99
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2671 COMDATA	May Fuel	745.09
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	26 LIVINGSTON ACE HARDWARE	- Filter, bulb	14.98
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	26 LIVINGSTON ACE HARDWARE	- Filter	4.99
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	55 LIVINGSTON HEALTH	Patient supplies	193.90
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3564 ULINE	cleaning supplies	106.57
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3 AFFIRMED MEDICAL	Carbon Monoixide det	1,261.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2595 TOWN & COUNTRY FOODS -	cleaning supplies	11.91
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	451.23
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	17.29
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	275.90
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	171.06
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	16.40
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	154.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	15.99
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	15.99
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	54 GATEWAY OFFICE SUPPLY	Toner	243.99
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	14 SHOPKO STORES, LLC	Patient supplies	19.95

06/14/16  
11:12:42

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 6/16

Page: 8  
Report ID: AP100Z

For doc #s from 28510 to 28639, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount	
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3184 MASTERCARD	Meeting supplies	103.55
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3184 MASTERCARD	MedWrite	2,322.68
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3184 MASTERCARD	MedWrite	2,476.40
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3184 MASTERCARD	Propane	19.99
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3184 MASTERCARD	Monitor Cables	113.00
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3184 MASTERCARD	Class supplies	82.50
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3184 MASTERCARD	Class supplies	126.75
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3184 MASTERCARD	Lodging	174.60
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3184 MASTERCARD	Paper Products- Fire	56.29
<b>Total for Fund:</b>				<b>9,272.99</b>	
7910	PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	2880 HOPKIN, HEATHER	Flex Account	62.56
7910	PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	2751 EDMISTON, KATHRYN	Flex Account	36.00
<b>Total for Fund:</b>				<b>98.56</b>	
<b>Total:</b>				<b>439,957.69</b>	

**Backup material for agenda item:**

- C. CONSENT - Accept Urban Renewal Agency Grant Approval to Cerberus Properties for \$5,527 through the Facade Program and the Energy Efficiency Program**

To: City of Livingston Commission

On Wednesday, June 15<sup>th</sup> the URA Board approved requests for 50% funding on two applications for the property located at 108 North 2<sup>nd</sup> Street (formally a portion of the Owl Lounge and now housing the Obsidian Collection retail store).

The energy efficiency grant request was for \$4,532.00 (50% request of the estimated \$9,064 in materials and labor) which includes:

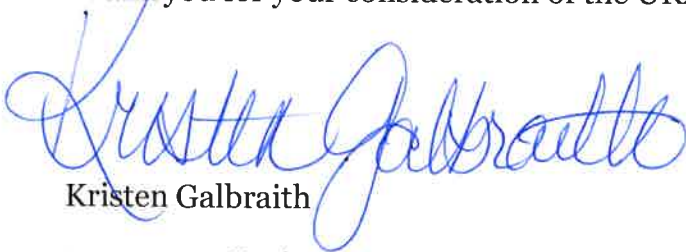
- 4 second story windows - \$2,385.00
- 1 main floor window - \$655.36
- Sashes and mullion materials and construction/removal of old materials for upper windows - \$750.00
- Awning for front of building in keeping with previous awning that since failed - \$3,369.00
- Bioseal Core-Bond insulation to north side cement wall in middle section of main floor and to ceiling to roof area in the middle section of the main floor where no insulation currently exists - \$1,908.00

The façade improvement grant request was for \$995.00 (50% request of the estimated \$1,990 in materials and labor) which includes:

- Paint and materials for the outside front of the building - \$195.00
- Painting labor for the outside front of the building - \$1,800.00

The URA Board has full copies of the grant applications that were approved which would provide additional details about the proposed work.

Thank you for your consideration of the URA request.



Kristen Galbraith

Downtown Business and Building owner

**Backup material for agenda item:**

- D. CONSENT - Accept Urban Renewal Agency Grant Approval of \$60,000 to Whiskey Creek through Energy Efficiency and Facade Programs**

**Livingston Urban Renewal Agency Grant Application**

**Cover Sheet Information includes:**

**Applicant Organization: Whiskey Creek / Attic**

**Organization Tax Status: 1890 LLC Filing as a partnership.**

**Project Title:**

**Key Contact: Geoff Harvey, Owner/Phone 406.224.1780**

**110 North Main Street,**

**Livingston, Montana 59047**

**[annetteburns@q.com](mailto:annetteburns@q.com)**

**Project Start Date: May 2014**

**Project End Date: Soon, 2016**

**Amount Requested: \$122,451.54**

**Breakdown of what total will be used for: Rehabilitation and Beautification.**

**Applicant Organization Name:** Whiskey Creek / Attic

**Project Title:**

**Project Summary:** This project was designed to repair, improve and ensure the longevity of this beautiful property at 110 North Main Street, Livingston, Montana.

**Statement of Condition/Need:** 110 North Main is a property built in 1890 and due to time is in need of improvement / restoration for the longevity of the building. Attention is needed for safety (Roof and Back wall) and aesthetic reasons. This will improve the appeal of the building which in turn will compliment the down town an surrounding business's.

**Project Work Plan:**

**Roof:** Leaking badly. Leading to deteriorating brick and mortar leaving it unsightly and dangerous (loose and missing brick).

1. Demo roof: All metal removed.
2. Repair any damage to structure.
3. Fill "cold" roof with blow in insulation to achieve better R value.
4. Mechanically fasten 3" R panels to roof. This increases R value and also has fire rating making it safer for neighboring buildings in the event of a fire.
5. Cover roof with rubber membrane to ensure water / weather tight seal protecting building structure.
6. Design and install gutter system to protect back of building.

**Back wall /Alley side:** Deteriorated

1. Secure original brick from 1890's to ensure good match for aesthetics
2. Replace / Repair brick and mortar to original condition.
3. Fill in window holes, properly using a "stitch" method to ensure the correct look of a continuous wall... Not a patched look.
4. New fire rated door and jam.

**Façade:** Very uncomplimentary, poor craftsmanship and not a nice look representing down town.

**Demo:**

1. Remove fake plastic brick.
2. Remove travertine floor tiles from walls.

**Restore:**

1. Bring design elements from second floor down to street level.
2. All elements of design will be custom made. ei. Fluted wood plinth blocks, rosettes and trim. Material used will be Meritec. This is one of the most durable man made products available and



when painted looks like wood. Flat surfaces will be dense shield, also looks like wood when painted. Both products will ensure years of durability.

Windows 2<sup>nd</sup> Floor:

Replace with energy efficient windows with tempered glass for safety.

Have bronzite coating for R value and to match street level window.

Door: New door with mapes accent.

Neon Sign: Remove, clean up, repair and re-hang.

Project Work Plan:

1. Roof, Completed
2. Back wall / Alley side, Completed
3. Façade, 90% Completed

Information Project Budget/Financial: Breakdown of what money will be used for.

All of project was done using money from a loan.

- |  |             |
|--|-------------|
|  | 25,000.00   |
| 1. Roof / Gutters, Everson Architectural Sheet Metal and Design, <del>\$2,500.00</del> |             |
| Repair Geoff Harvey and crew Labor and materials, \$6,000.00                           |             |
| 2. Back wall / Alley, Geoff Harvey and crew labor and materials \$6,500.00             |             |
| 3. Rear Door, Kenyon Noble \$1,495.00  |             |
| Total  | \$38,995.00 |

Façade:

Windows, Nevins \$4,597.12

Door, Nevins \$2,968.00

Mapes Panels, Nevins \$1,954.00

Geoff Harvey and crew Labor and materials \$4,500.00

Billings Sign Service Bid \$1,687.50

Total \$15,706.62

Floor:

Materials, Floor and Insulation \$27,122.17

Demo/Replacement, Labor \$40,627.75

Total \$67,749.92

Backup material for agenda item:

- A. **RESOLUTION NO. 4666 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH NEIGHBOR HELPING NEIGHBOR REGARDING DEVELOPMENT OF THE NEW MCNAIR SKATE PARK.**

Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No. 4666

**Requested by:** Chairman James Bennett

**Date of First Consideration/Status:** June 21, 2016

**Purpose of Legislation:** Resolution No. 4666 requests the City Commission’s authorization for the City Manager to enter into a Memorandum of Understanding (“MOU”) with Neighbor Helping Neighbor (“NHN”) concerning development of the new McNair Skate Park (the “Skate Park”).

**Background:** The City owns real property located adjacent to Miles Park and the Civic Center in Livingston, Montana. NHN wants to develop the real property into a skate park that will provide a place for gravity sports enthusiasts to recreate. The Skate Park will complement Sacajawea Park and will increase outdoor opportunities in Livingston. The conception, construction, and some of the maintenance for the Skate Park will be funded largely through private donations where a majority of the funds are from foundations and other non-profits, as well as from the skateboarding community. The City Commission believes it is in Livingston’s best interests to continue supporting NHN’s efforts with respect to the Skate Park. The City Commission further desires to work in conjunction with NHN in designing and selecting a contractor or contractors to construct the Skate Park, all as more specifically set forth and discussed in the MOU.

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

**Fiscal Impact:** N/A

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

**Attachments:** Memorandum of Understanding

**RESOLUTION NO. 4666**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH NEIGHBOR HELPING NEIGHBOR REGARDING DEVELOPMENT OF THE NEW MCNAIR SKATE PARK.**

**WHEREAS**, The City owns real property located adjacent to Miles Park and the Civic Center in Livingston, Montana; and

**WHEREAS**, Neighbor Helping Neighbor (“NHN”) wants to develop the real property into a skate park that will provide a place for gravity sports enthusiasts to recreate (the “Skate Park”); and

**WHEREAS**, the Skate Park will complement Sacajawea Park and will increase outdoor opportunities in Livingston; and

**WHEREAS**, the conception, construction, and some of the maintenance for the Skate Park will be funded largely through private donations where a majority of the funds are from foundations and other non-profits, as well as from the skateboarding community; and

**WHEREAS**, the City Commission believes it is in Livingston’s best interests to continue supporting NHN’s efforts with respect to the Skate Park; and

**WHEREAS**, the City Commission further desires to work in conjunction with NHN in designing and selecting a contractor or contractors to construct the Skate Park, all as more specifically set forth and discussed in the Memorandum of Understanding (“MOU”) attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the City Manager is ready and willing to sign the MOU upon obtaining authorization from the Livingston City Commission.

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

The City Manager is hereby authorized to enter into the MOU with NHN, a copy of which document is attached hereto and incorporated herein as Exhibit A.

**Resolution No. 4666**

**Authorizing City Manager to Sign Memorandum of Understanding with Neighbor Helping Neighbor Regarding Development of the New McNair Skate Park**

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

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**Resolution No. 4666**  
**Authorizing City Manager to Sign Memorandum of Understanding with Neighbor Helping**  
**Neighbor Regarding Development of the New McNair Skate Park**  
**Page 2**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “Memorandum”) is made and entered into as of the latest date set forth by a signature below (the “Effective Date”), by and between **THE CITY OF LIVINGSTON, MONTANA** (the “City”), a municipal corporation and political subdivision of the state of Montana with its principal business office located at 414 East Callender Street, Livingston, Montana 59047, and **NEIGHBOR HELPING NEIGHBOR d/b/a MCNAIR SKATE PARK** (“NHN”; and sometimes together with the City, the “Parties”), a non-profit with its principal business office in Livingston, Montana 59047.

RECITALS:

- A. The City owns the real property depicted and described on **Exhibit A**, as well as the improvements located on (and to be located on) and attached to the said real property. The aforementioned real property is located adjacent to Miles Park, City of Livingston, Montana.
- B. NHN wants to develop the real property into a skate park that will provide a place for gravity sports enthusiasts to recreate (the “Skate Park”). The Skate Park will complement Sacajawea Park and will increase outdoor opportunities in Livingston.
- C. The conception, construction, and some of the maintenance for the Skate Park will be funded largely through private donations where a majority of the funds are from foundations and other non-profits, as well as from the skateboarding community.
- D. The City believes it is in Livingston’s best interests to continue supporting NHN’s efforts with respect to the Skate Park. The City further desires to work in conjunction with NHN in designing and selecting contractor(s) to construct the Skate Park, all as more specifically set forth and discussed hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Memorandum, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into this Memorandum as if fully set forth in this Paragraph 1.
- 2. Grant. The City hereby grants NHN a right of participation in (1) selection of the contractor or contractors that will construct the Skate Park, and (2) the design process. NHN shall designate one (1) person to serve as its representative for each process. NHN acknowledges that (1) the City is required by law to seek bids for construction and/or design services to be performed at the Skate Park in instances described in the Montana Code Annotated, and (2) the City is required to comply with applicable law when selecting a contractor to

perform the construction and/or design services. The City also grants NHN personnel access to the property on which the Skate Park will be located for any purpose reasonably related to NHN's participation in the design and contractor selection processes.

3. Use. In connection with its access to, and any use of, the Skate Park, NHN shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, use and preservation of the Skate Park during the term of this Memorandum.
4. Term. This Memorandum shall remain in full force and effect until construction of the Skate Park is complete, unless terminated sooner.
5. Alterations. NHN shall make no alterations to the Skate Park or construct any building or make other improvements at the Skate Park without prior written consent from the City's Public Works Director. All alterations, changes, and improvements built, constructed, or placed on or at the Skate Park, with the exception of fixtures removable without damage to the premises and moveable personal property, shall be the property of City and remain on or at the Skate Park at the termination of this Memorandum.
6. No Warranties or Representations. The City makes no warranties or representations other than those contained in this Memorandum, and the City makes no warranties or representations as to the suitability of the Skate Park for NHN's proposed use or uses.
7. City Maintenance. Once construction is complete, the City shall:
  - 7.1 Mow all grass and control weed growth if and when feasible;
  - 7.2 Maintain all landscaping and shrubbery;
  - 7.3 Provide maintenance and winterization of sprinkler systems and water fountains;
  - 7.4 Empty any dumpsters serving the Skate Park;
  - 7.5 Maintain any and all mechanical and electrical components installed at the Skate Park; and
  - 7.6 Install, maintain, and provide web hosting for a security camera that will be mounted on the Civic Center, which camera shall be positioned in a way that allows it to overlook the Skate Park.

8. Naming Rights. NHN shall have authority to establish naming and memorial contribution opportunities and to name and designate features, areas, and other structures and amenities at the Skate Park in recognition of charitable contributions. NHN shall not name any feature, area or other structure after a corporation, organization, or product detrimental to the health and welfare of children, including but not limited to alcohol, tobacco products or producers, gaming organizations, or purveyors of pornography. Names shall not become effective until NHN has obtained the Livingston City Commission's approval of the same, with such approval coming via resolution.
9. Termination. Either the City or NHN may terminate this Memorandum prior to expiration of its term by providing the other party with fourteen (14) days prior written notice. The City may only terminate this Memorandum if, in its reasonable opinion, NHN or its employees, agents, contractors, guests or invitees fail to comply with a material term of this Memorandum.
10. Compliance with Law. NHN and its employees, agents, contractors, guest and invitees shall comply with applicable federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the use of the Skate Park. NHN and its employees, agents and contractors shall obtain and maintain all permits, licenses and authorizations required by governmental and quasi-governmental agencies.
11. No Joint Venture. Nothing in this Memorandum shall be construed as creating any employment, agency, partnership or joint venture relationship between the Parties.
12. Indemnification and Hold Harmless. NHN shall indemnify the City, its officers, agents and employees against any and all claims or demands of any kind or nature arising out of NHN's performance of this Memorandum. NHN shall, at its own expense, defend the City in any litigation, pay all attorney's fees, damages, court costs or other expenses that may arise out of such litigation of claims incurred in that connection and satisfy and cause to be discharged those judgments, as may be obtained against the City, its officers, employees or agents.
13. Insurance. NHN shall be responsible for maintaining in full force and effect, at its sole cost and expense, all insurance coverage required by law. In addition, NHN shall be responsible for maintaining in full force and effect, at its sole cost and expense, and shall provide the City with a certificate of insurance showing the City as an additional insured on, insurance coverage as follows:
  - 13.1 A comprehensive public liability insurance policy, including automobile coverage, insuring against loss and for damages for personal injury or death and/or property





representations, oral or written, expressed or implied among them other than as set forth in this Memorandum. This Memorandum is intended by the Parties to be an integration of all prior or contemporaneous promises, agreements, conditions, negotiations, and undertakings between the Parties.

20. Amendment. This Memorandum may not be amended, altered, modified, changed or waived unless such amendment, alteration, modification, change or waiver is in writing and is signed by all of the parties to be charged thereby. No oral amendment, alteration, modification, change or waiver of any of the terms or conditions of this Memorandum shall be legal, valid, effective and/or enforceable against any party.
21. Survival. The terms and provisions of this Memorandum shall survive any termination of this Memorandum.
22. Governing Law. This Memorandum shall be governed by and interpreted under the applicable laws of the state of Montana, without regard to any conflicts of law principles.
23. Severability. If any term or condition of this Memorandum shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining terms and conditions of this Memorandum shall continue to be valid, legal and enforceable in all respects.
24. Interpretation. The paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation of this Memorandum. Whenever herein the singular number is in use, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The language used in this Memorandum shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction or interpretation shall be applied against any party on the grounds that such party was the “drafter” of this document nor shall any such principal of interpretation or construction be utilized to resolve any alleged ambiguity.
25. Exhibits. All exhibits referenced in this Memorandum are made a part of this Memorandum.
26. Computation of Time. In computing a period of days for performance or payment, the first day of the period shall be excluded and the last day of the period shall be included. If the last day of any such period is a Saturday, Sunday or federal holiday, the period shall extend to include the next day that is not a Saturday, Sunday or federal holiday. Any performance or payment that must be taken or made on a particular day must be taken or made prior to

5:00 p.m. on the day in question. All references to time shall be to local time in Livingston, Montana.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the latest date set forth by a signature below.

**CITY OF LIVINGSTON**

**NEIGHBOR HELPING NEIGHBOR**

\_\_\_\_\_  
Lisa Lowy  
Interim City Manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)  
(Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**  
**[ Property description ]**

**Backup material for agenda item:**

- B. RESOLUTION NO. 4667 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN LIVE PERFORMANCE AGREEMENTS WITH PERFORMING ARTISTS FOR SUMMERFEST 2016**

Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No. 4667

**Requested by:** Parks & Recreation Department

**Date of First Consideration/Status:** June 21, 2016

**Purpose of Legislation:** Resolution No. 4667 requests the City Commission’s authorization for the City Manager to enter into Live Performance Agreements (the “Agreements”) with performing artists for Summerfest 2016 (“Summerfest”).

**Background:** The City is sponsoring Summerfest Along the Yellowstone, a live music event that will be held at the Miles Park Bandshell in Livingston, Montana on July 15, 2016. The City desires to engage several artists to perform at Summerfest, and several artists desire to perform at Summerfest. The City has agreed with each artist concerning the terms and conditions of the artist’s performance at Summerfest, all as more specifically set forth in the Agreements collectively attached to Resolution No. 4667 as Exhibit A.

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

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

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

**Attachments:** Live Performance Agreements and Fiscal Note.

**RESOLUTION NO. 4667**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN LIVE PERFORMANCE AGREEMENTS WITH PERFORMING ARTISTS FOR SUMMERFEST 2016.**

**WHEREAS**, the City is sponsoring Summerfest Along the Yellowstone, a live music event that will be held at the Miles Park Bandshell in Livingston, Montana on July 15, 2016 (“Summerfest”); and

**WHEREAS**, the City desires to engage several artists to perform at Summerfest, and several artists desire to perform at Summerfest; and

**WHEREAS**, the City has agreed with each artist concerning the terms and conditions of the artist’s performance at Summerfest, all as more specifically set forth in the Live Performance Agreements (the “Agreements”) collectively attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the City Manager is ready and willing to sign the Agreements upon obtaining authorization from the Livingston City Commission.

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

The City Manager is hereby authorized to enter into the Agreements, copies of which are collectively attached hereto and incorporated herein as Exhibit A.

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

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**Resolution No. 4667**  
**Authorizing City Manager to Sign Live Performance Agreements with Performing Artists**  
**for Summerfest 2016**  
**Page 1**

## CITY OF LIVINGSTON FISCAL NOTE

Ordinance # \_\_\_\_\_  
 Resolution # \_\_\_\_\_ 4667

### Fiscal Analysis Assumptions

- The attached contracts are for the bands for 2016 Summerfest.
- The bands will be paid the following:
 

The BusDriver Tour	\$1,200
The MAX	\$2,500
Wester Skies Band	\$1,500
- Payment will be made immediately after the performances. This expenditure will be budgeted for in the FY17 SummerFest Fund.

<u>Costs by Object</u>	<u>FY 16</u>	<u>FY17</u>	<u>FY 18</u>
Personnel	\$ -	\$ -	\$ -
Operating	-	5,200	-
Capital	-	-	-
Debt Service	-	-	-
 Total Expenditures	 <u>\$ -</u>	 <u>\$ 5,200</u>	 <u>\$ -</u>

<u>Funding Source</u>	<u>FY 16</u>	<u>FY17</u>	<u>FY 18</u>
Fund Name Summerfest Fund	\$ -	\$ 5,200	\$ -
Fund Name	-	-	-
Fund Name	-	-	-
 Total	 <u>\$ -</u>	 <u>\$ 5,200</u>	 <u>\$ -</u>

By Anna Cunningham  
 Date 6/15/2016



**LIVE PERFORMANCE AGREEMENT**  
**SUMMERFEST 2016**

THIS LIVE PERFORMANCE AGREEMENT (this “Agreement”) is made and entered into as of the latest date set forth by a signature below, by and between **THE CITY OF LIVINGSTON, MONTANA** (the “City”), a municipal corporation and political subdivision of the state of Montana with a business address of 414 East Callender Street, Livingston, Montana 59047, and The BusDriver Tour (the “Artist”; and sometimes together with the City, the “Parties”), a performing artist with a mailing address of 216 S 9<sup>th</sup> Street, Livingston, MT 59047.

RECITALS:

- A. The City is sponsoring Summerfest Along the Yellowstone, a live music event that will be held at the Miles Park Bandshell in Livingston, Montana on July 15, 2016 (“Summerfest”).
- B. The City desires to engage the Artist to perform at Summerfest, and the Artist desires to perform at Summerfest, all as more specifically set forth and discussed below.

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

- 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. Services. The City hereby retains the Artist to perform live music at Summerfest on the following conditions:
  - a. Date of Performance: July 15, 2016
  - b. Performance Time: 6:00PM – 7:30PM
  - c. Performance Duration: 1.5 hours
  - d. Place: Miles Park Bandshell, Livingston, Montana
  - e. Fee: \$1200.00
  - f. Artist’s Billing: The BusDriver Tour (How artist will be listed in advertisements.)
  - g. Set-up / Sound Check: Twenty (20) to thirty (30) minutes before performance time
- 4. City’s Responsibilities. The City shall provide a sound system and lights for the Artist’s performance. The City shall also provide the Artist with the payment required under this Agreement immediately after the Artist’s performance.

5. Nature of Relationship. The Artist states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Artist shall perform the Project as an independent contractor. The Parties agree that the City is only interested in the end result of said project, not in the method of performance, and as such, the Artist has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Artist shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
  
6. Compliance with Law. The Artist agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for itself or for any employees engaged by the Artist in performance of this Agreement. The Artist hereby states that it is either covered by worker's compensation and unemployment insurance or has obtained an exemption from the Montana Department of Labor and Industry pursuant to Mont. Code Ann. §§ 39-71-401(3) and 39-51-204(2).
  
7. Liability. The Artist, and each of Artist's group members, shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorney fees) occurring at the Miles Park Bandshell before, during, or after the Artist's performance by (a) the Artist's (or any of Artist's group member's) failure to comply with any and all federal, state, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws applicable to the Artist's performance of this Agreement and/or activities at the Miles Park Bandshell, (b) any unlawful acts on the part of the Artist, Artist's group members, or their officers, directors, agents, employees, subcontractors, licensees, or invitees, (c) the negligent acts, errors and/or omissions or the willful misconduct of the Artist, Artist's group members, or their officers, directors, agents, employees, subcontractors, licensees, or invitees, or (d) the material breach or default by the Artist, Artist's group members, or their officers, directors, agents, or employees of any provision of this Agreement.
  
8. Termination. Either party may terminate this Agreement upon written notice to the other, but such termination must take place no later than thirty (30) days prior to Summerfest.

9. Notices. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
10. Modification and Waiver. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
11. Severability. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
12. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the Project and supersedes all prior agreements and understandings between the Parties with respect to the Project.
13. Interpretation. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
15. Computing Time. If a time period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the latest date set forth by a signature below.

**CITY OF LIVINGSTON**

**The BusDriver Tour**

\_\_\_\_\_  
Lisa Lowy  
Interim City Manager

\_\_\_\_\_  
Name: Ian Thomas  
Band Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LIVE PERFORMANCE AGREEMENT**  
**SUMMERFEST 2016**

THIS LIVE PERFORMANCE AGREEMENT (this “Agreement”) is made and entered into as of the latest date set forth by a signature below, by and between **THE CITY OF LIVINGSTON, MONTANA** (the “City”), a municipal corporation and political subdivision of the state of Montana with a business address of 414 East Callender Street, Livingston, Montana 59047, and The MAX (the “Artist”; and sometimes together with the City, the “Parties”), a performing artist with a mailing address of 211 S 5<sup>th</sup> Street, Livingston, MT 59047.

RECITALS:

- A. The City is sponsoring Summerfest Along the Yellowstone, a live music event that will be held at the Miles Park Bandshell in Livingston, Montana on July 15, 2016 (“Summerfest”).
- B. The City desires to engage the Artist to perform at Summerfest, and the Artist desires to perform at Summerfest, all as more specifically set forth and discussed below.

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

- 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. Services. The City hereby retains the Artist to perform live music at Summerfest on the following conditions:
  - a. Date of Performance: July 15, 2016
  - b. Performance Time: 8:00PM – 10:00PM
  - c. Performance Duration: 2 hours
  - d. Place: Miles Park Bandshell, Livingston, Montana
  - e. Fee: \$2500.00
  - f. Artist’s Billing: The MAX (How artist will be listed in advertisements.)
  - g. Set-up / Sound Check: Twenty (20) to thirty (30) minutes before performance time
- 4. City’s Responsibilities. The City shall provide a sound system and lights for the Artist’s performance. The City shall also provide the Artist with the payment required under this Agreement immediately after the Artist’s performance.

5. Nature of Relationship. The Artist states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Artist shall perform the Project as an independent contractor. The Parties agree that the City is only interested in the end result of said project, not in the method of performance, and as such, the Artist has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Artist shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
  
6. Compliance with Law. The Artist agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for itself or for any employees engaged by the Artist in performance of this Agreement. The Artist hereby states that it is either covered by worker's compensation and unemployment insurance or has obtained an exemption from the Montana Department of Labor and Industry pursuant to Mont. Code Ann. §§ 39-71-401(3) and 39-51-204(2).
  
7. Liability. The Artist, and each of Artist's group members, shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorney fees) occurring at the Miles Park Bandshell before, during, or after the Artist's performance by (a) the Artist's (or any of Artist's group member's) failure to comply with any and all federal, state, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws applicable to the Artist's performance of this Agreement and/or activities at the Miles Park Bandshell, (b) any unlawful acts on the part of the Artist, Artist's group members, or their officers, directors, agents, employees, subcontractors, licensees, or invitees, (c) the negligent acts, errors and/or omissions or the willful misconduct of the Artist, Artist's group members, or their officers, directors, agents, employees, subcontractors, licensees, or invitees, or (d) the material breach or default by the Artist, Artist's group members, or their officers, directors, agents, or employees of any provision of this Agreement.
  
8. Termination. Either party may terminate this Agreement upon written notice to the other, but such termination must take place no later than thirty (30) days prior to Summerfest.

9. Notices. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
10. Modification and Waiver. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
11. Severability. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
12. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the Project and supersedes all prior agreements and understandings between the Parties with respect to the Project.
13. Interpretation. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
15. Computing Time. If a time period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the latest date set forth by a signature below.

**CITY OF LIVINGSTON**

**The MAX**

\_\_\_\_\_  
Lisa Lowy  
Interim City Manager

\_\_\_\_\_  
Name: Kyle Brenner  
Band Leader

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**LIVE PERFORMANCE AGREEMENT**  
**SUMMERFEST 2016**

THIS LIVE PERFORMANCE AGREEMENT (this "Agreement") is made and entered into as of the latest date set forth by a signature below, by and between **THE CITY OF LIVINGSTON, MONTANA** (the "City"), a municipal corporation and political subdivision of the state of Montana with a business address of 414 East Callender Street, Livingston, Montana 59047, and Western Skies Band (the "Artist"; and sometimes together with the City, the "Parties"), a performing artist with a mailing address of PO Box 1202, Manhattan, MT 59741.

RECITALS:

- A. The City is sponsoring Summerfest Along the Yellowstone, a live music event that will be held at the Miles Park Bandshell in Livingston, Montana on July 15, 2016 ("Summerfest").
- B. The City desires to engage the Artist to perform at Summerfest, and the Artist desires to perform at Summerfest, all as more specifically set forth and discussed below.

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

- 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. Services. The City hereby retains the Artist to perform live music at Summerfest on the following conditions:
  - a. Date of Performance: July 15, 2016
  - b. Performance Time: 4:00PM – 5:30PM
  - c. Performance Duration: 1.5 hours (90 minutes)
  - d. Place: Miles Park Bandshell, Livingston, Montana
  - e. Fee: \$1,500.00
  - f. Artist's Billing: Western Skies Band (How artist will be listed in advertisements.)
  - g. Set-up / Sound Check: Twenty (20) to thirty (30) minutes before performance time
- 4. City's Responsibilities. The City shall provide a sound system and lights for the Artist's performance. The City shall also provide the Artist with the payment required under this Agreement immediately after the Artist's performance.

5. Nature of Relationship. The Artist states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Artist shall perform the Project as an independent contractor. The Parties agree that the City is only interested in the end result of said project, not in the method of performance, and as such, the Artist has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Artist shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
  
6. Compliance with Law. The Artist agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for itself or for any employees engaged by the Artist in performance of this Agreement. The Artist hereby states that it is either covered by worker's compensation and unemployment insurance or has obtained an exemption from the Montana Department of Labor and Industry pursuant to Mont. Code Ann. §§ 39-71-401(3) and 39-51-204(2).
  
7. Liability. The Artist, and each of Artist's group members, shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorney fees) occurring at the Miles Park Bandshell before, during, or after the Artist's performance by (a) the Artist's (or any of Artist's group member's) failure to comply with any and all federal, state, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws applicable to the Artist's performance of this Agreement and/or activities at the Miles Park Bandshell, (b) any unlawful acts on the part of the Artist, Artist's group members, or their officers, directors, agents, employees, subcontractors, licensees, or invitees, (c) the negligent acts, errors and/or omissions or the willful misconduct of the Artist, Artist's group members, or their officers, directors, agents, employees, subcontractors, licensees, or invitees, or (d) the material breach or default by the Artist, Artist's group members, or their officers, directors, agents, or employees of any provision of this Agreement.
  
8. Termination. Either party may terminate this Agreement upon written notice to the other, but such termination must take place no later than thirty (30) days prior to Summerfest.

9. Notices. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
10. Modification and Waiver. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
11. Severability. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
12. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the Project and supersedes all prior agreements and understandings between the Parties with respect to the Project.
13. Interpretation. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
15. Computing Time. If a time period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the latest date set forth by a signature below.

**CITY OF LIVINGSTON**

**Western Skies Band**

\_\_\_\_\_  
Lisa Lowy  
Interim City Manager

\_\_\_\_\_  
Name: Mark Longie  
Band Leader

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Backup material for agenda item:**

**RESOLUTION NO. 4668 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN AN EQUIPMENT RENTAL AGREEMENT WITH MONTANA STATE UNIVERSITY FOR SUMMERFEST 2016**

Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No. 4668

**Requested by:** Parks & Recreation Department

**Date of First Consideration/Status:** June 21, 2016

**Purpose of Legislation:** Resolution No. 4668 requests the City Commission’s authorization for the City Manager to enter into an Equipment Rental Agreement (the “Agreement”) with Montana State University for Summerfest 2016 (“Summerfest”).

**Background:** The City is sponsoring Summerfest Along the Yellowstone, a live music event that will be held at the Miles Park Bandshell in Livingston, Montana on July 15, 2016 (“Summerfest”). The City has used barriers belonging to Montana State University for past events, which barriers prevent those in attendance from accessing the stage areas. The City has contacted Montana State University regarding use of the barriers for this year’s Summerfest and the university has agreed to make the barriers available to the City. The university is requiring the City to sign an Equipment Rental Agreement covering the City’s use of the barriers.

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

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

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

**Attachments:** Equipment Rental Agreement and Fiscal Note.

**RESOLUTION NO. 4668**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN AN EQUIPMENT RENTAL AGREEMENT WITH MONTANA STATE UNIVERSITY FOR SUMMERFEST 2016.**

\_\_\_\_\_

**WHEREAS**, the City is sponsoring Summerfest Along the Yellowstone, a live music event that will be held at the Miles Park Bandshell in Livingston, Montana on July 15, 2016 (“Summerfest”); and

**WHEREAS**, the City has used barriers belonging to Montana State University for past events, which barriers prevent those in attendance from accessing the stage areas; and

**WHEREAS**, the City has contacted Montana State University regarding use of the barriers for this year’s Summerfest and Montana State University has agreed to make the barriers available to the City; and

**WHEREAS**, Montana State University is requiring the City to sign an Equipment Rental Agreement covering the City’s use of the barriers, which document is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the City Manager is ready and willing to sign the Equipment Rental Agreement upon obtaining authorization from the Livingston City Commission.

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

The City Manager is hereby authorized to enter into the Equipment Rental Agreement, which document is attached hereto and incorporated herein as Exhibit A.

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

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

**ATTEST:**

**APPROVED AS TO FORM:**

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**LISA HARRELD**  
Recording Secretary

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**ERIK COATE**  
City Attorney





#1 Bobcat Circle  
P.O. Box 173380  
Bozeman, MT 59717-3380  
Telephone (406) 994-7117  
Fax (406) 994-4400

## EQUIPMENT RENTAL AGREEMENT

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**Date:** 05/05/16  
**Contract ID:** 6026  
**Name of Event:** Livingston Summerfest  
**Organization:** Livingston Summerfest  
**Contact Person:** Gwen Simmons

**Address:**

229 River Dr.  
Livingston, MT 59047

**Email:** gsimmons@livingstonmontana.org  
**Phone:** 406-223-6800

**Event Start/ End Date:** 07/15/16 - 07/16/16  
**Contract, Proof of Insurance and Deposit Due:** 05/20/16  
**Deposit Amount:** \$0

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### Rental

Reserved spaces and estimated costs are listed in the attached Equipment Rental Schedule. Please sign the attached Equipment Rental Schedule and return with this Equipment Rental Agreement.

### Indemnification

- (a) The agreement is for rental of property that will be utilized by the renter off the University's premises where the University has no other interest of connection other than it is providing the equipment to the renter for a fee.
- (b) The Renter agrees to assume financial responsibility for all damage or loss for "all risks" that occurs to the equipment for the duration of the rental agreement, including transport to and from the University's premises.
- (c) The Renter agrees to assume all financial responsibility for injury to persons and property damage that arises from the Renters use of the University's property. The Renter agrees to hold harmless, indemnify, and defend MSU, Sports Facilities, its employees, agents and volunteers from any claim or judgment or suit for injuries, illness, death or property damage arising from the use of the MSU equipment by the Renter.

### Insurance

- (a) The Renter shall provide evidence that "all risk" personal property insurance coverage is in effect during the rental period to provide insurance coverage for "covered property losses" to MSU property.
- (b) The Renter agrees to provide evidence of general liability insurance coverage at:

The Renter will maintain comprehensive general liability insurance, including bodily injury, personal injury and property damage, with limits not less than \$500,000 per claim and/or \$1,000,000 per occurrence throughout the duration of the event and shall name MSU and the State of Montana as an additional insured. Client will present MSU with a certificate of insurance no later than 15 days prior to the start of the event.

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**SIGNATURES OF AGREEMENT**

The duly authorized representatives of the parties have executed this agreement on the day and year set forth below.

**For MSU-Bozeman:**

\_\_\_\_\_  
Sports Facilities Director

\_\_\_\_\_  
Date

**For Client:**

\_\_\_\_\_  
Signature of Authorized Client Representative

\_\_\_\_\_  
Date

**CITY OF LIVINGSTON FISCAL NOTE**

Ordinance # \_\_\_\_\_  
 Resolution # \_\_\_\_\_ 4668

**Fiscal Analysis Assumptions**

- This cost for barrier rental is \$120.00
- This expense will be budgeted for in the FY17 SummerFest Fund.

<input checked="" type="checkbox"/> Budgeted Expenditure	<input type="checkbox"/> Unbudgeted Expenditure:
	_____ Unanticipated Revenue
	_____ Reserves
	_____ Other Line Item Savings

<u>Costs by Object</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>
Personnel			
Operating	\$ 120		
Capital			
Debt Service			
<b>Total Costs</b>	<b>\$ 120</b>	<b>\$ -</b>	<b>\$ -</b>

<u>Funding Source</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>
Fund Name SummerFest	\$ 120	\$ -	\$ -
<b>Total</b>	<b>\$ 120</b>	<b>\$ -</b>	<b>\$ -</b>

Signature Anna Cunningham  
 Date 6/14/2016

**Backup material for agenda item:**

**D. RESOLUTION NO. 4669 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH BRADY PRO SOUND FOR SUMMERFEST 2016**

Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No. 4669

**Requested by:** Parks & Recreation Department

**Date of First Consideration/Status:** June 21, 2016

**Purpose of Legislation:** Resolution No. 4669 requests the City Commission’s authorization for the City Manager to enter into a General Services Agreement (the “Agreement”) with Brady Pro Sound for Summerfest 2016 (“Summerfest”).

**Background:** The City is sponsoring Summerfest Along the Yellowstone, a live music event that will be held at the Miles Park Bandshell in Livingston, Montana on July 15, 2016. The City is engaging music artists to perform at Summerfest and the City requires an independent contractor to help the artists with sound at Summerfest. Brady Pro Sound is engaged in the business of providing sound for concerts, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the sound services and is ready, willing and able to undertake and perform sound services at Summerfest under the terms and conditions contained in the Agreement.

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

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

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

**Attachments:** General Services Agreement and Fiscal Note.

**RESOLUTION NO. 4669**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH BRADY PRO SOUND FOR SUMMERFEST 2016.**

**WHEREAS**, the City is sponsoring Summerfest Along the Yellowstone, a live music event that will be held at the Miles Park Bandshell in Livingston, Montana on July 15, 2016 (“Summerfest”); and

**WHEREAS**, the City is engaging music artists to perform at Summerfest and the City requires an independent contractor to help the artists with sound at Summerfest; and

**WHEREAS**, Brady Pro Sound is engaged in the business of providing sound for concerts, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the sound services and is ready, willing and able to undertake and perform sound services at Summerfest under the terms and conditions contained in the General Services Agreement (the “Agreement”) attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the City Manager is ready and willing to sign the Agreement upon obtaining authorization from the Livingston City Commission.

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

The City Manager is hereby authorized to enter into the Agreement with Brady Pro Sound for Summerfest 2016, which document is attached hereto and incorporated herein as Exhibit A.

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

---

**JAMES BENNETT - Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

---

**LISA HARRELD**  
Recording Secretary

---

**ERIK COATE**  
City Attorney

**GENERAL SERVICES AGREEMENT**

THIS GENERAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the latest date set forth by a signature below, by and between the **CITY OF LIVINGSTON, MONTANA**, a municipal corporation and political subdivision of the state of Montana with its principal office located at 414 East Callender Street, Livingston, MT 59047 (hereinafter referred to as the "City"), and **BRADY PRO SOUND**, an entity with a principal business address of 4312 Appaloosa Drive, Helena, Montana 59602 (hereinafter referred to as the "Contractor"; and together with the City, the "Parties").

RECITALS:

- A. The City is sponsoring Summerfest Along the Yellowstone, a live music event that will be held at the Miles Park Bandshell in Livingston, Montana on July 15, 2016 ("Summerfest").
- B. The City is engaging music artists to perform at Summerfest, and the City requires an independent contractor to help the artists with sound at Summerfest.
- C. The Contractor desires to provide sound services at Summerfest, all as more specifically set forth and discussed below.
- D. The Contractor is engaged in the business of providing sound for concerts, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the sound services and is ready, willing and able to undertake and perform sound services at Summerfest under the terms and conditions contained in this Agreement.

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

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Contractor agrees that all hiring will be on the basis of merit and qualifications and that the Contractor will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.



3. SCOPE OF WORK/SERVICES. Contractor shall provide sound services for Summerfest, which services shall include, but shall not be limited to, providing the necessary sound equipment, sound system setup, transportation and breakdown, together with engineering and mixing (collectively, the “Sound Services”).
  
4. NATURE OF RELATIONSHIP.
  - a. The Contractor states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Contractor shall perform the Sound Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Sound Services, not in the method of performance, and as such, the Contractor has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Contractor shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
  
  - b. The Contractor agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Contractor in performance of this Agreement.
  
  - c. The Contractor hereby states that it is either covered by worker’s compensation and unemployment insurance or has obtained an exemption from the Montana Department of Labor and Industry pursuant to Mont. Code Ann. §§ 39-71-401(3) and 39-51-204(2).
  
  - d. The Contractor, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.

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

- a. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Sound Services as set forth in this Agreement.
- b. It has inspected the job site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Sound Services.
- c. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, performance and furnishing of the Sound Services.
- d. It has reviewed this Agreement and has entered into this Agreement based solely upon its own knowledge, inspection, and judgment, and not upon any representations or warranties made by the City or its officers, employees, or agents.
- e. It will undertake the Sound Services according to accepted industry standards and practices.

6. PAYMENT.

- a. The Contractor shall perform its obligations under this Agreement for the contract price of one thousand two hundred and no/100 dollars (\$1,200.00). The City also agrees to provide the Contractor with two (2) hotel rooms for one (1) night. The City shall pay the Contractor within fourteen (14) days after the Contractor's full performance under this Agreement.
- b. In the event the Contractor seeks payment or compensation for services not included in this Agreement, the Contractor must seek prior written authorization from the City before such expenditure is incurred. If the Contractor fails to obtain prior written authorization, the Contractor shall not be entitled to payment for the unauthorized services.

7. TERMINATION OF AGREEMENT. Either party may terminate this Agreement upon written notice to the other, but such termination must take place no later than thirty (30) days prior to Summerfest.

8. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Contractor shall indemnify the City, its officers, employees, agents and representatives against any and all claims, actions, costs, fees (including but not limited to attorney fees and all defense costs), losses, liabilities or damage of whatever kind or nature arising from or related to Contractor's performance of this Agreement and Contractor's services under this Agreement. In the event a claim should be brought or an action filed against the City with respect of the subject of this Agreement, Contractor agrees that the City may, at its election, employ attorneys of its own selection to appear and defend the claim or action on behalf of the City, at the expense of the Contractor. City, at its option, shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the City.
9. INSURANCE. During the term of this Agreement, Contractor shall be responsible for maintaining, at its sole expense, insurance coverage. The Contractor shall provide the City with certificates of insurance demonstrating such insurance coverage and the certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage. The certificates of insurance shall also name the City as an additional insured. In addition to any other insurance mentioned in this Agreement, the Contractor shall maintain a comprehensive public liability insurance policy, including automobile coverage, insuring against loss and for damages for personal injury or death and/or property loss, damage or destruction arising out of or in connection with the performance of this Agreement by the Contractor, its officers, agents and employees with the minimum liability limit of \$750,000.00 per claim and \$1,500,000.00 for each occurrence.
10. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
11. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any

subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.

12. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
13. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties with respect to the Sound Services and supersedes all prior agreements and understandings between the Parties with respect to the Sound Services.
14. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
15. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
16. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of any third party, including contractors, subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the contractor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.
17. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.

- 18. COMPUTING TIME. If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

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

**CITY OF LIVINGSTON**

**BRADY PRO SOUND**

\_\_\_\_\_  
 Lisa Lowy  
 Interim City Manager

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

## CITY OF LIVINGSTON FISCAL NOTE

Ordinance # \_\_\_\_\_  
 Resolution # \_\_\_\_\_ 4669

### Fiscal Analysis Assumptions

- This agreement for sound services will not exceed the contracted amount of \$1,200, to be paid after services are rendered. In addition, the City will pay the cost of two hotels rooms for one night each (estimated \$160 per room per night).
- This expense will be budgeted for in the FY17 SummerFest Fund.

<input checked="" type="checkbox"/> Budgeted Expenditure	<input type="checkbox"/> Unbudgeted Expenditure:
	<input type="checkbox"/> Unanticipated Revenue
	<input type="checkbox"/> Reserves
	<input type="checkbox"/> Other Line Item Savings

<u>Costs by Object</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>
Personnel			
Operating	\$ 1,520		
Capital			
Debt Service			
 Total Costs	 <u>\$ 1,520</u>	 <u>\$ -</u>	 <u>\$ -</u>

<u>Funding Source</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>
Fund Name SummerFest	\$ 1,520	\$ -	\$ -
 Total	 <u>\$ 1,520</u>	 <u>\$ -</u>	 <u>\$ -</u>

Signature Anna Cunningham  
 Date 6/14/2016

Backup material for agenda item:

- E. **RESOLUTION NO. 4670 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A FACILITIES AND REAL PROPERTY USE AGREEMENT WITH WESTERN SUSTAINABILITY EXCHANGE FOR USE OF THE BANDSHELL PROPERTY FOR FARMERS MARKETS**

Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No. 4670

**Requested by:** Parks & Recreation Department

**Date of First Consideration/Status:** June 21, 2016

**Purpose of Legislation:** Resolution No. 4670 requests the City Commission’s authorization for the City Manager to enter into a Facilities and Real Property Use Agreement (the “Agreement”) with Western Sustainability Exchange for farmers markets.

**Background:** The City owns real property located adjacent to Sacajawea Park, as well as improvements located on and attached to the real property (the “Bandshell Property”). The City has entered into agreements in the past whereby the City granted entities the right to use the Bandshell Property and the associated improvements in connection with farmers markets. The City and Western Sustainability Exchange desire to enter into a new agreement covering the availability and use of the Bandshell Property for famers markets that defines their respective rights, duties, and obligations with respect to the property, all as more specifically described in the Agreement.

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

**Fiscal Impact:** N/A

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

**Attachments:** Facilities and Real Property Use Agreement



**RESOLUTION NO. 4670**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A FACILITIES AND REAL PROPERTY USE AGREEMENT WITH WESTERN SUSTAINABILITY EXCHANGE FOR USE OF THE BANDSHELL PROPERTY FOR FARMERS MARKETS.**

**WHEREAS**, the City owns real property located adjacent to Sacajawea Park, as well as improvements located on and attached to the real property (the “Bandshell Property”); and

**WHEREAS**, the City has entered into agreements in the past whereby the City granted entities the right to use the Bandshell Property and the associated improvements in connection with farmers markets; and

**WHEREAS**, the City and Western Sustainability Exchange desire to enter into a new agreement covering the availability and use of the Bandshell Property for farmers markets that defines their respective rights, duties, and obligations with respect to the property, all as more specifically described in the Facilities and Real Property Use Agreement (the “Agreement”) attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the City Manager is ready and willing to sign the Agreement upon obtaining authorization from the Livingston City Commission.

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

The City Manager is hereby authorized to enter into the Agreement with Western Sustainability Exchange, which document is attached hereto and incorporated herein as Exhibit A.

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

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**JAMES BENNETT - Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

FACILITIES AND REAL PROPERTY USE AGREEMENT

THIS FACILITIES AND REAL PROPERTY USE AGREEMENT (this “Agreement”) is entered into as of the latest date set forth by a signature below (the “Effective Date”), by and between the **CITY OF LIVINGSTON** (the “City”), a municipal corporation and political subdivision of the State of Montana with its principal office located at 414 East Callender Street, Livingston, Montana 59047, and **WESTERN SUSTAINABILITY EXCHANGE, INC.** (“WSE”; and sometimes together with the City, the “Parties”), a Montana public benefit corporation with a mailing address of P.O. Box 1448, Livingston, Montana 59047.

RECITALS:

- A. The City owns the real property depicted and described on **Exhibit A**, as well as the improvements located on and attached to the said real property (the improvements and the real property are collectively referred to in this Agreement as the “Bandshell Property”). The Bandshell Property is located adjacent to Sacajawea Park and the Civic Center in the City of Livingston, Montana.
- B. WSE would like to use the Bandshell Property for the uses described in this Agreement, and the City is amenable to WSE’s use of the Bandshell Property.
- C. The Parties desire to enter into an agreement covering the availability and use of the Bandshell Property that defines their respective rights, duties, and obligations with respect to the property, all as more specifically described below.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. Grant. The City hereby grants WSE use of the Bandshell Property on the terms and conditions set forth in this Agreement.
- 3. Term. WSE shall have the right to use the Bandshell Property under this Agreement at those times specifically described in Paragraph 5, below, from June 1 of each calendar year through and including September 30 of each calendar year. This Agreement shall remain in full force and effect for a period of ten (10) years, unless terminated sooner pursuant to Paragraph 20 below. WSE shall also have the right to use the Bandshell Property and the Livingston Civic Center for a Holiday Farmers’ Market on the first Saturday of December for every year this Agreement remains in full force and effect. WSE shall pay the City for

the use of the Bandshell Property and the Livingston Civic Center at the rate in effect at the time of each Holiday Famers' Market.

4. Fee. In exchange for the use granted in this Agreement, WSE agrees to pay to the City, without demand, the sum of fifty and no/100 Dollars (\$50.00) for each weekly use, which amount shall be paid in a lump sum to the City no later than September 30 of each year.
5. Use. WSE shall use and occupy the Bandshell Property for the Farmers' Market, which event shall take place every Wednesday from 12:00 p.m. to 9:00 p.m. from June 1 through September 30 of each year this Agreement remains in full force and effect. WSE shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, use and preservation of the Bandshell Property during the term of this Agreement.
6. Alterations. WSE shall make no alterations to the Bandshell Property or construct any building or make other improvements at the Bandshell Property without prior written consent from the City's Public Works Director. All alterations, changes, and improvements built, constructed, or placed on or at the Bandshell Property by WSE, with the exception of fixtures removable without damage to the premises and moveable personal property, shall, unless otherwise provided by written agreement between City and WSE, be the property of City and remain on or at the Bandshell Property at the termination of this Agreement.
7. Other Users. WSE acknowledges, understands and agrees that during the term of this Agreement other activities and events may be held in or on the Bandshell Property pursuant to other Facilities and Real Property Use Agreements entered into by and between the City and third parties. As discussed elsewhere in this Agreement, however, all users of the Bandshell Property will be required to schedule events through the City's Parks & Recreation Department to ensure there are no conflicts in scheduling. WSE further agrees to conduct its activities in a way that does not interfere with other users.
8. Scheduling Specific Activities and Events. [Intentionally omitted.]
9. Condition of Bandshell Property. WSE acknowledges it has examined the Bandshell Property, including the grounds and all buildings and improvements, and agrees they are in good order and repair, and in a safe, clean and usable condition as of the Effective Date.
10. No Warranties or Representations. The City makes no warranties or representations other than those contained in this Agreement, and the City makes no warranties or representations as to the suitability of the Bandshell Property for WSE's proposed use or uses.

11. Restroom Facilities. In the event permanent restroom facilities are inoperable during those times WSE is utilizing the Bandshell Property, WSE shall be responsible for the furnishing and placement of adequate portable toilet units at the Bandshell Property. WSE shall not be responsible for placement of portable toilet units during periods in which no organized activities or events are scheduled.
12. Dangerous Materials. WSE shall not keep or have on or at the Bandshell Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the damager of fire at the Bandshell Property or that might be considered hazardous or extra hazardous by any responsible insurance company. For this reason, the City will perform a fire inspection of all WSE occupied premises as often as is deemed necessary by the City.
13. Inspection. WSE agrees that the City's authorized employees, agents, contractors, and the like may enter the Bandshell Property at reasonable times to perform necessary work, maintenance and/or inspections and to make sure WSE is complying with this Agreement.
14. Concessions. WSE shall be responsible for operation of any and all concessions, if any, at the Bandshell Property during WSE uses and events. Concessions shall include all food and beverage items as well as any other products or goods to be sold or served during WSE uses and events. If WSE contracts with a third party to provide concessions, the person or entity hired shall carry insurance at the limits stated in Paragraph 23, below, and such policies of insurance shall name the City as an additional insured.
15. Regular Cleaning. WSE shall clean up the Bandshell Property on a regular basis and deposit all litter and aggregates into appropriate litter collection receptacles provided by the City. In addition, WSE shall be responsible for cleaning any and all support buildings and restrooms it utilizes as often as is necessary to provide clean and sanitary facilities for public use.
16. Hired Services. WSE may utilize professional maintenance personnel with appropriate skills and equipment to perform the necessary maintenance and cleaning work required by this Agreement. All such professional maintenance personnel shall carry insurance at the limits stated in Paragraph 23, below, and such policies of insurance shall name the City as an additional insured. WSE members and volunteers may be used to perform functions that do not require specialized equipment, knowledge or skill.
17. Vacating. Upon termination of this Agreement, WSE shall peaceably vacate the Bandshell Property and remove its employees, agents, contractors, guests and invitees and their property from the Bandshell Property so that the Bandshell Property is in the same

condition (ordinary wear and tear excepted) as at the Effective Date. WSE agrees to reimburse City for any expense City incurs in repairing any damage caused by WSE. Any property or items belonging to WSE or its employees, agents, contractors, guests or invitees remaining in or on the Bandshell Property after termination of this Agreement shall be deemed abandoned and may be disposed of by City as it sees fit in its sole and absolute discretion.

18. Termination. Either the City or WSE may terminate this Agreement prior to expiration of its term by providing the other party with fourteen (14) days prior written notice. However, during the time of year WSE is actually using the Bandshell Property, the City may only terminate this Agreement if, in its reasonable opinion, WSE or its employees, agents, contractors, guests or invitees fail to comply with a material term of this Agreement. In the event either party is required to terminate this Agreement, the terminating party shall not be liable in any way for any lost profits or incidental, indirect, special, or consequential damages incurred by the non-terminating party, even if the terminating party is aware of the possibility of such damages.
19. Compliance with Law. WSE and its employees, agents, contractors, guest and invitees shall comply with applicable federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the use of the Bandshell Property. WSE and its employees, agents and contractors shall obtain and maintain all permits, licenses and authorizations required by governmental and quasi-governmental agencies.
20. No Joint Venture. Nothing in this Agreement shall be construed as creating any employment, agency, partnership or joint venture relationship between the Parties.
21. Indemnification and Hold Harmless. WSE shall indemnify the City, its officers, agents and employees against any and all claims or demands of any kind or nature arising out of WSE's performance of this Agreement, the use of the Bandshell Property and the conditions existing upon said property as of the Effective Date. WSE shall, at its own expense, defend the City in any litigation, pay all attorney's fees, damages, court costs or other expenses that may arise out of such litigation of claims incurred in that connection and satisfy and cause to be discharged those judgments, as may be obtained against the City, its officers, employees or agents.
22. Liaison. The City's point of contact with respect to this Agreement is the Recreation Manager, who can be reached at (406) 222-8155. WSE's point of contact with respect to this Agreement is Lill Erickson, who can be reached at (406) 223-2022.

23. Insurance. WSE shall be responsible for maintaining in full force and effect, at its sole cost and expense, all insurance coverage required by law. In addition, WSE shall be responsible for maintaining in full force and effect, at its sole cost and expense, and shall provide the City with a certificate of insurance showing the City as an additional insured on, insurance coverage as follows:

23.1 A comprehensive public liability insurance policy, including automobile coverage, insuring against loss and for damages for personal injury or death and/or property loss, damage or destruction arising out of or in connection with the performance of this Agreement by WSE, its officers, agents and employees with the minimum liability limit of \$500,000.00 per claim and \$1,000,000.00 for each occurrence, with an aggregate limit of \$2,000,000.00.

23.2 Fire, Casualty and Property loss insurance on the premises in the minimum amount of \$500,000.00 with a loss payable provision to the City.

24. Notice. Any and all notices under this Agreement shall be in writing and shall be deemed duly given on the date actually received (or on the date delivery is refused) and shall be delivered by hand-delivery, delivered by Federal Express, UPS or another recognized and reputable overnight delivery service, addressed as follows:

If to City, to:           Recreation Manager  
                                   229 River Drive  
                                   Livingston, Montana 59047  
                                   Telephone:   (406) 222-8155

If to WSE, to:           Lill Erickson  
                                   Western Sustainability Exchange  
                                   P.O. Box 1448  
                                   Livingston, Montana 59047  
                                   Telephone:   (406) 223-2022

25. Non-Discrimination. The Parties agree and understand that the Bandshell Property shall not be used in any manner that would discriminate against any person or persons on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.

26. Assignment. WSE may not assign this Agreement without the express written consent of the City.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original of this Agreement and all of which, collectively, shall constitute but one Agreement.
28. Authority. Each person executing this Agreement on behalf of a corporation, LLC, partnership, or other non-human entity represents that he/she is duly authorized to enter into this Agreement on behalf of such entity.
29. Merger / Integration. This Agreement contains the entire agreement among the Parties. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, expressed or implied among them other than as set forth in this Agreement. This Agreement is intended by the Parties to be an integration of all prior or contemporaneous promises, agreements, conditions, negotiations, and undertakings between the Parties.
30. Amendment. This Agreement may not be amended, altered, modified, changed or waived unless such amendment, alteration, modification, change or waiver is in writing and is signed by all of the parties to be charged thereby. No oral amendment, alteration, modification, change or waiver of any of the terms or conditions of this Agreement shall be legal, valid, effective and/or enforceable against any party.
31. Survival. The terms and provisions of this Agreement shall survive any termination of this Agreement.
32. Governing Law. This Agreement shall be governed by and interpreted under the applicable laws of the state of Montana, without regard to any conflicts of law principles.
33. Severability. If any term or condition of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining terms and conditions of this Agreement shall continue to be valid, legal and enforceable in all respects.
34. Interpretation. The paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation of this Agreement. Whenever herein the singular number is in use, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction or interpretation shall be applied against any party on the grounds that such party was the “drafter” of this document nor shall any such principal of interpretation or construction be utilized to resolve any alleged ambiguity.




35. Exhibits. All exhibits referenced in this Agreement are made a part of this Agreement.
36. Computation of Time. In computing a period of days for performance or payment, the first day of the period shall be excluded and the last day of the period shall be included. If the last day of any such period is a Saturday, Sunday or federal holiday, the period shall extend to include the next day that is not a Saturday, Sunday or federal holiday. Any performance or payment that must be taken or made on a particular day must be taken or made prior to 5:00 p.m. on the day in question. All references to time shall be to local time in Livingston, Montana.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest date set forth by a signature below.

**CITY OF LIVINGSTON**

\_\_\_\_\_  
 Lisa Lowy  
 Interim City Manager

**WESTERN SUSTAINABILITY  
 EXCHANGE, INC.**

  
 \_\_\_\_\_  
 Name  
 Miranda Bly/office Administrator  
 Title

**Backup material for agenda item:**

- F. RESOLUTION NO. 4671 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH JESSIE NUNN FOR LIVINGSTON COMMERCIAL DISTRICT HISTORIC RESOURCES SURVEY FOR FISCAL YEAR 2015-2016**

Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**

Resolution No. 4671

**Requested by:** Planning Department

**Date of First Consideration/Status:** June 21, 2016

**Purpose of Legislation:** Resolution No. 4671 requests the City Commission's authorization for the City Manager to enter into First Amendment to Professional Services Agreement with Jessie Nunn for Livingston Commercial District Historical Resources Survey for fiscal year 2015-2016.

**Background:** In 1979 the City of Livingston funded a historic resources survey covering several districts in town, but the 1979 survey is now out of date and does not meet current standards for Class III Cultural Resource Surveys and many resources have now reached the minimum 50-year age mark set by the National Register of historic significance. Jessie Nunn, an independent cultural resources consultant, submitted a Proposed Work Plan for the Livingston Commercial Historic District Resources Survey that outlined and detailed work Ms. Nunn proposed to do in the district during Fiscal Year 2015-2016. Via Resolution No. 4602, the City Commission of the City of Livingston approved the plan Nunn proposed and entered into a Professional Services Agreement with Ms. Nunn that detailed the work to be performed. Ms. Nunn recently suggested a change to the Proposed Work Plan as the result of personal matters. The parties will be required to amend the Professional Services Agreement approved via Resolution No. 4602 to account for the changes to the Proposed Work Plan.

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

**Fiscal Impact:** N/A

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

**Attachments:** First Amendment to Professional Services Agreement and Professional Services Agreement

**RESOLUTION NO. 4671**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH JESSIE NUNN FOR LIVINGSTON COMMERCIAL DISTRICT HISTORIC RESOURCES SURVEY FOR FISCAL YEAR 2015-2016.**

**WHEREAS**, in 1979 the City of Livingston funded a historic resources survey covering several districts in town, but the 1979 survey is now out of date and does not meet current standards for Class III Cultural Resource Surveys and many resources have now reached the minimum 50-year age mark set by the National Register of historic significance;

**WHEREAS**, Jessie Nunn, an independent cultural resources consultant, submitted a Proposed Work Plan for the Livingston Commercial Historic District Resources Survey that outlined and detailed work Jessie proposed to do in the district during Fiscal Year 2015-2016; and

**WHEREAS**, via Resolution No. 4602, the City Commission of the City of Livingston approved the plan Nunn proposed and entered into a Professional Services Agreement with Ms. Nunn that detailed the work to be performed; and

**WHEREAS**, Ms. Nunn recently suggested a change to the Proposed Work Plan as the result of personal matters; and

**WHEREAS**, the parties will be required to amend the Professional Services Agreement approved via Resolution No. 4602 to account for the changes to the Proposed Work Plan; and

**WHEREAS**, the City Manager and Jessie Nunn are ready, willing and able to enter into the First Amendment to Professional Services Agreement attached hereto and incorporated herein as Exhibit A upon the Livingston City Commission’s approval.

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

That the City Manager is authorized to enter into and execute the First Amendment to Professional Services Agreement attached hereto and incorporated herein as Exhibit A.

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

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**Resolution No. 4671**  
**Authorizing City Manager to enter into First Amendment to Professional Services**  
**Agreement with Jessie Nunn for Livingston Commercial District Historic Resources**  
**Survey for Fiscal Year 2015-2016**  
**Page 2**

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “Amendment”) is entered into as of the latest date set forth by a signature below, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the State of Montana whose address is 414 East Callender Street, Livingston, Montana 59047 (the “City”), and JESSIE NUNN, an individual whose address is 600 Meadowlark Lane, Livingston, Montana 59047 (the “Consultant”; and sometimes together with the City, the “Parties”).

RECITALS:

A. On September 18, 2015, the City and the Consultant entered into a Professional Services Agreement which called for Consultant to complete an initial phase of an historical resources re-survey (the “Agreement”); and

B. The City and the Consultant desire to amend the Agreement to reflect certain changed conditions and the new understanding between the Parties as set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, the Parties agree as follows:

1. Specific Amendments. Exhibit A to the Agreement is hereby amended by deleting all language appearing after the phrase “Survey Work Plan and Estimate for FY 2015 – 2016 (Phase 1)” and before the phrase “ITEMIZED BUDGET (Block 61),” and by replacing it with the following:

Forms for the following properties will be submitted as they are completed, but before the final deadline of August 1, 2016:

- |  |                  |
|--|------------------|
| 1. Masonic Temple (Lots 1-2, Block 61)                                     | Contributing     |
| 2. Donnelly-Van Brocklin Building (119 W. Park, Lot 3, Block 61)           | Contributing     |
| 3. Pape Building (117 W. Park, Lot 4, Block 61)                            | Contributing     |
| 4. Miles Hall (113-115 W. Park, Lots 5-6, Block 61)                        | Contributing     |
| 5. Lot 7, Block 61 (Empty lot at 111 W. Park)                              | N/A              |
| 6. Guest House (Albemarle Hotel / National Park Bank, Lots 8-12, Block 61) | Non-Contributing |

2. Deadline to Complete Work. Any and all work included in Phase 1 of the Agreement shall be completed on or before August 1, 2016.

3. Effective Date. This Amendment, when executed by the Parties, shall be effective as of the date stated above.

4. Conflict. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern.

5. Effect. Except as specifically amended and/or modified by this Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment. Whether or not specifically amended by this Amendment, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment, effective as of the date indicated above.

**CITY OF LIVINGSTON**

**CONSULTANT**

\_\_\_\_\_  
Lisa Lowy, Interim City Manager

\_\_\_\_\_  
Jessie Nunn

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

Approved as to form:

\_\_\_\_\_  
Lisa Herrald

\_\_\_\_\_  
Erik Coate – City Attorney

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the 18 day of September, 2015, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 414 East Callender Street, Livingston, Montana 59047 (hereinafter referred to as the "City"), and JESSIE NUNN, an individual whose address is 600 Meadowlark Lane, Livingston, Montana 59047 (hereinafter referred to as the "Consultant"); and together with the City, the "Parties").

### RECITALS:

- A. In 1979, the City funded a historic resources survey covering several districts in town, but the 1979 survey is now out of date and does not meet current standards for Class III Cultural Resource Surveys and many resources have now reached the minimum 50-year age mark set by the National Register of historic significance.
- B. The City desires to re-survey the historic commercial district using annual Certified Local Government funding, with the ultimate goal being the completion of Montana Historic Property Record Forms for each resource in the historic district as well as creating a new baseline for preservation activities within the historic district.
- C. Consultant, an independent cultural resources consultant, has submitted a Proposed Work Plan for the Livingston Commercial Historic District Resources Survey that outlines and details work Consultant proposes to do in the district during Fiscal Year 2015-2016, which document is attached hereto and incorporated herein as **Exhibit A** (the "Plan").
- D. The Livingston City Commission is satisfied with the Plan, as evidenced by its September 15, 2015 adoption and approval of Resolution No. 4602.
- A. The Consultant is engaged in the business of professional consulting, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the services the City requires and is ready, willing and able to undertake and perform the services under the terms and conditions contained in this Agreement.

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



1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
2. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Consultant agrees that all hiring will be on the basis of merit and qualifications and that the Consultant will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
3. NATURE OF RELATIONSHIP.
  - a. The Consultant states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Consultant shall perform and carry out the services described in the Plan as an independent contractor. The Parties agree that the City is only interested in the end result of the Plan, not in the method of performance, and as such, the Consultant has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Consultant shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor. Because Consultant is an independent contractor, Consultant is not entitled to any workers compensation or any benefit of employment with the City.
  - b. The Consultant agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Consultant in performance of this Agreement.
  - c. The Consultant, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned entities and persons have the authority to legally bind or otherwise obligate the City to any third person or entity.

4. CONSULTANT'S SERVICES. Consultant shall provide the services detailed and described in the Plan.
  
5. COMPENSATION.
  - a. For the satisfactory completion of the services outline in the Plan, the City will pay the Consultant an amount not to exceed Five Thousand and No/100 Dollars (\$5,000.00).
  - b. The Consultant shall submit an invoice to the City periodically, as detailed and described in the Plan.
  - c. In connection with obtaining payment under this Agreement, Consultant agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Consultant assumes responsibility for the late filing of a claim.
  - d. In the event the Consultant seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Consultant must seek prior written authorization from the City before such expenditure is incurred. If the Consultant fails to obtain prior written authorization, the Consultant shall not be entitled to payment for the unauthorized work, materials or services.
  
6. CONSULTANT'S RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES.

The Consultant represents and warrants as follows:

  - a. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the services to be provided under the Plan.
  - b. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, performance and furnishing of the services to be provided under the Plan.
  - c. It has reviewed and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.

- d. In connection with the services to be provided under the Plan, it will exercise the standard of care that is ordinarily used by members of the Consultant's profession practicing under similar conditions at the same time and in the same locality.
7. OWNERSHIP OF DOCUMENTS. All data, information, work in progress, documents, reports, and intellectual property developed in connection with any work under this Agreement, both in hard-copy form and as may be embodied on computer diskettes or similar information recording and storage media, is deemed the City's property and, upon request, shall be delivered to the City. Following the City's acceptance of materials described in this paragraph, the City shall indemnify and hold Consultant harmless for any changes or revisions to the plans and related documents the Consultant prepares under this Agreement that are made without Consultant's knowledge and written consent.
8. TERMINATION OF THIS AGREEMENT.
- a. If the City fails to substantially perform in accordance with the terms of this Agreement, the Consultant shall deliver to the City a written notice specifying the nature of the City's failure to substantially perform. The City shall have a period of ten (10) days after receiving the written notice from the Consultant to cure the failure to perform. If the City fails to cure its failure to perform within the 10-day cure period, the Consultant shall provide the City with a written notice to terminate this Agreement. The Consultant may only terminate this Agreement if it is not at fault for the City's failure to perform. Failure of the City to make payment as provided in this Agreement shall be considered nonperformance and cause for termination, unless the Consultant is at fault for the City's nonpayment.
- b. The City may terminate this Agreement upon not less than thirty (30) days prior written notice to Consultant. If the City terminates this Agreement for a reason other than fault of the Consultant, the Consultant shall receive compensation for the work/services performed prior to termination, together with reasonable expenses incurred up to the date of termination.
9. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Consultant shall indemnify the City, its officers, employees, agents and representatives against any and all claims, actions, costs, fees (including but not limited to attorney fees and all defense costs), losses, liabilities or damage of whatever kind or nature arising from or related to Consultant's performance of this Agreement and the

Services provided under this Agreement. In the event a claim should be brought or an action filed against the City with respect to the subject of this Agreement, Consultant agrees that the City may, at its election, employ attorneys of its own selection to appear and defend the claim or action on behalf of the City, at the expense of the Consultant. City, at its option, shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the City.

10. INSURANCE. During the term of this Agreement, the Consultant will carry insurance in the amounts set forth on the Certificate of Insurance attached hereto and incorporated herein as **Exhibit B**. The Consultant shall also maintain workers' compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.
11. COMPLIANCE WITH LAWS. The Consultant agrees it will comply with all federal, state and local laws, rules and regulations.
12. SURVIVAL. All express representations, indemnifications, or limitations of liability made in or given in this Agreement shall survive completion of the Services or the termination of this Agreement for any reason.
13. FORCE MAJEURE. The Parties shall not hold each other responsible for damages or delay in the performance of this Agreement caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
14. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required, and addressed as follows:

City: City of Livingston  
 Attn: Jim Woodhull  
 330 Bennett Street  
 Livingston, Montana 59047

Consultant: Jessie Nunn  
 600 Meadowlark Lane  
 Livingston, Montana 59047

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

15. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
16. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
17. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties.
18. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
19. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
20. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of an third party, including contractors.

subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the Consultant or the City from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

21. VENUE. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue under this Agreement.
22. GOVERNING LAW. This Agreement shall be governed by the law of the State of Montana without respect to its conflicts of law principles.
23. LIAISON. The designated liaison with the City is Jim Woodhull, who can be reached at (406) 222-5667. The Consultant's liaison is Jessie Nunn, who can be reached at (406) 208-8727.
24. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the state of Montana, without regard to its conflicts of law principles.
25. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used -- If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

*[Remainder of page intentionally left blank]*

*[Signatures on following page]*

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

**CITY OF LIVINGSTON**

**CONSULTANT**

  
\_\_\_\_\_  
**Edwin R. Meece**

  
\_\_\_\_\_  
**Jessie Nunn**

[ Exhibit A ]

[ The Plan ]



## Proposed Work Plan for Livingston Commercial District Historic Resources Survey (September 5, 2015)

Submitted by: Jessie Nunn

Independent Cultural Resources Consultant

600 Meadowlark Lane, Livingston, MT 59047

Phone: 406-208-8727 / Email: [jessienunn@gmail.com](mailto:jessienunn@gmail.com) / Web: [www.jnunnconsulting.com](http://www.jnunnconsulting.com)

### Background

In 1979, the City of Livingston funded a historic resources survey for a 4.5-square-mile "Multiple Resource Area." Completed by the local architectural firm, Kommers, McLaughlin and Leavengood, the survey resulted in the listing of four historic districts in the National Register of Historic Places: the Livingston Commercial District, the Eastside Residential District, the Westside Residential District and the small B Street District.

Unfortunately, the 1979 survey is now out of date and does not meet current standards for Class III (Intensive-level) Cultural Resource Surveys. Thirty-five years have passed and many resources within the Multiple Resource Area have attained the minimum 50-year age mark set by the National Register for historic significance. Moreover, the level of documentation for resources surveyed in 1979 does not meet today's better-defined standards. For example, individual historic property forms—a baseline recordation that facilitates many preservation planning and compliance projects—have yet to be completed for any of the buildings within the Livingston Commercial District.

### Re-Survey of the Livingston Commercial District

The City of Livingston has elected to re-survey the historic commercial district, arguably its most significant historic resource, using annual Certified Local Government (CLG) funding. The ultimate goal of this survey will be the completion of Montana Historic Property Record Forms for each resource within the historic district—a high priority of the Montana State Historic Preservation Office (MT SHPO). The survey will also create a new baseline for preservation activities within the historic district, while also meeting state and federal guidelines for intensive-level cultural resource surveys.

The City of Livingston currently receives an annual allocation of \$5,000 through the CLG Program, which will fund the completion of 10 - 12 Montana Historic Property Record Forms.

In consultation with MT SHPO, a spatially-based approach was selected as the most systematic method for completing the survey. This will look at the commercial district on a block-by-block basis, resulting in the completion of individual Montana Historic Property Record Forms for approximately one city block (up to 12 resources) per year. A sample plan for the first 5 years (assuming current funding levels) follows:

**Year 1:** Block 61 (Research and the completion of 12 Montana Property Record Forms)

**Year 2:** Block 62 (Research and the completion of 12 forms)

**Year 3:** Block 62 (7 remaining forms) / Block 60 (Research and completion of 5 forms)

**Year 4:** Block 60 (2 remaining forms) / Block 79 (Research and completion of 10 forms)

**Year 5:** Block 79 (completion of 7 remaining forms) / Block 78 (Research and completion of 5 forms)

### Survey Work Plan and Estimate for FY 2015 – 2016 (Phase 1)

I (Jessie Nunn) have been recruited to prepare a work plan and estimate for FY 2015-2016. During year one of this project, I propose to survey Block 61. This block is bounded by W. Park Street, N. Main Street, N. 2<sup>nd</sup> Street and W. Callender Street. It consists of three open lots (7, 13-14) and these 12 properties:

01. Masonic Building (130 W. Park): Lots 1-2	Contributing
02. 119 W. Park (Fiesta En Jalisco): Lot 3	Contributing
03. Pape Building (117 W. Park): Lot 4	Contributing
04. 113 W. Park (Park Place): Lots 5-6	Contributing
05. Guest House Condominiums (101-109 W. Park): Lots 8-12	Non-contributing
06. Krieger Block (103 N. Main): Lot 21	Contributing
07. Thompson Block (101 N. Main): Lot 22	Contributing
08. Garnier-Miles Block (102 N. 2 <sup>nd</sup> / 120 W. Callender): Lot 23	Contributing
09. Empire Theater (104 N. 2 <sup>nd</sup> ): Lot 24-25	Contributing
10. 108 N. 2 <sup>nd</sup> : Lot 26	Contributing
11. Owl Bar (110 N. 2 <sup>nd</sup> ): Lot 26	Contributing
12. American Bank (120 N. 2 <sup>nd</sup> ): Lots 28-32 & 15-20	Non-contributing

<i>ITEMIZED BUDGET (Block 61)</i>	<i>QUANTITY</i>	<i>HOURS</i>	<i>CHARGE</i>	<i>TOTAL</i>
<b>Montana Historic Property Record Forms (Contributing)</b>	<b>10</b>	<b>105</b>	<b>Varies</b>	<b>\$4,950.00</b>
Fieldwork	NA	10	\$30.00 p/h	\$300.00
Research	NA	25	\$50.00 p/h	\$1,250.00
Writing	NA	65	\$50.00 p/h	\$3,250.00
Formatting	NA	5	\$30.00 p/h	\$150.00
<b>Montana Historic Property Record Forms (Non-contributing)</b>	<b>2</b>	<b>10</b>	<b>Donated Time (9.2% Match)</b>	<b>(\$460.00)</b>
Fieldwork	NA	1	\$30.00 p/h	(\$30.00)
Research	NA	2	\$50.00 p/h	(\$100.00)
Writing	NA	6	\$50.00 p/h	(\$300.00)
Formatting	NA	1	\$30.00 p/h	(\$30.00)
<b>Printing &amp; Miscellaneous Costs</b>	<b>NA</b>	<b>NA</b>	<b>Varies</b>	<b>\$50.00</b>
<b>PROJECT TOTALS BY CATEGORY</b>	<b>QUANTITY</b>	<b>HOURS</b>	<b>CHARGE</b>	<b>TOTAL</b>
<b>Billed Hours Worked by Principal</b>	<b>104</b>	<b>NA</b>	<b>Varies</b>	<b>\$4,950.00</b>
<b>Travel Costs (Gas, Meals, Lodging)</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>\$0.00</b>
<b>Printing &amp; Miscellaneous Costs</b>	<b>NA</b>	<b>NA</b>	<b>Varies</b>	<b>\$50.00</b>
<b>Preliminary Estimate for Livingston Commercial District Survey (Phase 1)</b>				<b>\$5,000.00</b>

**Note:** If selected for this project, I will donate up to 10% match (\$500.00) to ensure at least 12 property forms are completed each year. All donated time will be allocated to non-contributing properties.

**PROPOSED SCHEDULE for FY2015—2016 (Phase 1)**

**Thursday, October 1, 2015:** Project Start Date.

**Monday, November 16, 2015:** Completion of Fieldwork / Preliminary Research and submittal of 1 Completed Montana Property Record Form. Progress Report & Payment Request No. 1.

**Monday, December 14, 2015:** Submittal of 5 Completed Montana Property Record Forms. Progress Report & Payment Request No. 2.

**Tuesday, March 1, 2016:** Submittal of 6 Completed Montana Property Record Forms. Progress Report & Payment Request No. 3.

**Friday, April 1, 2016:** Completion of all editing and final submission of all forms to Montana SHPO. Progress Report and Payment Request No. 4.

[ Exhibit B ]

[ Certificates of Insurance ]

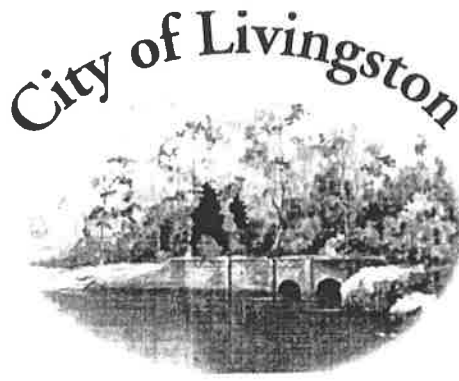


**Livingston Commercial Historic District Resurvey Project****September 9, 2015**Work Description for Jessie Nunn (Independent Cultural Resources Consultant)

Consultant will complete fieldwork, research and document preparation in association with this project. Fieldwork will be limited to taking photographs of buildings from the public R-O-W (streets, sidewalks and alleys). No private property will be accessed. Research will take place at the Livingston Public Library and at the consultant's home office. Document preparation involves the completion of Montana Historic Property Record Forms for individual buildings. This work will take place at the consultant's home office.

**Interim City Manager**  
*Lisa L. Lowy*

414 East Callender Street  
Livingston, Montana 59047  
(406) 222-2005 phone  
(406) 222-6823 fax  
[citymanager@livingstonmontana.org](mailto:citymanager@livingstonmontana.org)  
[www.livingstonmontana.org](http://www.livingstonmontana.org)



**Chairman**  
*James Bennett*

103

**Vice Chairman**  
*Dorel Hoglund*

**Commissioners**  
*Mel Friedman*  
*Sarah Sandberg*  
*Quentin Schwarz*

*Incorporated 1889*

June 15, 2016

**MEMORANDUM**

**TO:** City Manager

**FROM:** Director Building/Planning *JW*

**SUBJECT:** Consultant Contract

Ms. Lowy,

At their June meeting, the Historic Preservation Commission voted to recommend that the City Commission accept the contract modification requested by our consultant, Jessie Nunn.

**Backup material for agenda item:**

**G. RESOLUTION NO. 4672 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE LIVINGSTON TENNIS ASSOCIATION TO NAME THE TENNIS COURTS AT SACAJAWEA PARK AND INSTALL ASSOCIATED SIGNAGE AT THE TENNIS COURTS**



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No. 4672

**Requested by:** Livingston Tennis Association

**Date of First Consideration/Status:** June 21, 2016

**Purpose of Legislation:** Resolution No. 4672 requests the City Commission's authorization for the Livingston Tennis Association ("LTA") to name the tennis courts at Sacajawea Park and install associated signage at the tennis courts.

**Background:** LTA has dedicated many hours toward upgrading and improving the tennis courts located at Sacajawea Park in Livingston, Montana. LTA desires to name the tennis courts in honor of people who have contributed money, time, and/or effort toward the success of tennis in Livingston. The City of Livingston, Montana granted LTA the authority to name the tennis courts, provided LTA avoids using the names of certain excluded products. LTA now proposes to name and provide signage at the tennis courts. LTA is ready to go forward with the naming and signage plans if the City Commission approves Resolution No. 4672.

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

**Fiscal Impact:** N/A

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

**Attachments:** Description of naming and signage proposal.

**RESOLUTION NO. 4672**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE LIVINGSTON TENNIS ASSOCIATION TO NAME THE TENNIS COURTS AT SACAJAWEA PARK AND INSTALL ASSOCIATED SIGNAGE AT THE TENNIS COURTS.**

**WHEREAS**, the Livingston Tennis Association (“LTA”) has dedicated many hours toward upgrading and improving the tennis courts located at Sacajawea Park in Livingston, Montana; and

**WHEREAS**, LTA desires to name the tennis courts in honor of people who have contributed money, time, and/or effort toward the success of tennis in Livingston; and

**WHEREAS**, the City of Livingston, Montana granted LTA the authority to name the tennis courts, provided LTA avoids using the names of certain excluded products; and

**WHEREAS**, LTA now proposes to name and provide signage at the tennis courts as described in Exhibit A, which document is attached hereto and incorporated herein; and

**WHEREAS**, LTA represents that the names and signage proposed in the attached Exhibit A are appropriate; and

**WHEREAS**, LTA is ready to go forward with the naming and signage plans if the City Commission approves this Resolution.

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

LTA is authorized to name the tennis courts at Sacajawea Park and install the associated signage at the courts, which naming and signage shall be as described in the attached Exhibit A.

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

---

**JAMES BENNETT - Chairman**

**Resolution No. 4672**

**Authorizing the Livingston Tennis Association to Name the Tennis Courts at Sacajawea Park**

**Page 1**

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

Backup material for agenda item:

- B. DISCUSS/APPROVE/DENY -- IMPLEMENTATION OF A \$10 PER MONTH CHARGE FOR YARD WASTE COLLECTION SERVICES (GREEN CANS)**

## Green Can Charge Implementation

Public Works has been receiving many calls this spring about the green can yard waste recycling program. There has been a large increase in these calls from any previous spring. The calls have been focusing on two problems:

- Requesting a green can and
- People stealing green cans.

Solid Waste does not have the funds to purchase more green cans leaving both these requests without cans. Additionally because it is not a paid service there is nothing we can do about a “stolen” green can. This has left people very upset as they funding the service through their garbage bill but cannot use it. The green can program was implemented with the idea that residents could share the cans amongst their neighbors. What we have seen in reality has been individuals using their cans only for themselves and not sharing. This has created a need for many more cans than was originally estimated.

If we implement a charge for green can service, we predict from talking to the community that half of those currently with green cans will pay for the service and the other half will not continue to use it. This will immediately give us a supply of cans from those not wishing to use the service that can be used for those wishing to start the service. The money being brought in from the fee will also allow Solid Waste to purchase more green cans if needed. If we end up with more than 900 green cans being used we will need to add a second truck for pickup.

If you choose to implement this fee tonight (June 7<sup>th</sup>) Public Works is prepared to start implementation tomorrow morning with the following timeframe.

- June 7<sup>th</sup> – Fee Approved
- June 8<sup>th</sup> through 21<sup>st</sup> – Notice will be given through Facebook, newspaper, and on green cans of the new fee and directing individuals on how to start service.
- June 30<sup>th</sup> – Solid Waste will collect green cans from those that have not paid for service. These will be distributed to those wishing to start service that do not have a green can already.
- July 1<sup>st</sup> – First Fee will be charged.
- July 1<sup>st</sup> and moving forward – Solid Waste will only service cans of those who have paid the fee and collect green cans from those who have not. If we have more service requests by the end of June than cans we will order more cans for customers.

These changes should allow use to serve all customers whom are willing to pay for the service and not charge all residents for services that only a few are able to use.

Matt Whitman

**Backup material for agenda item:**

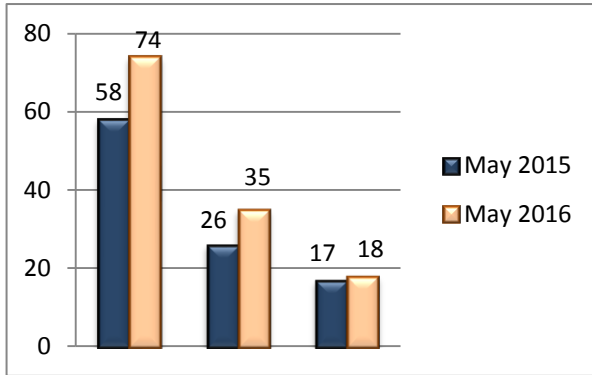
**May Police Report**



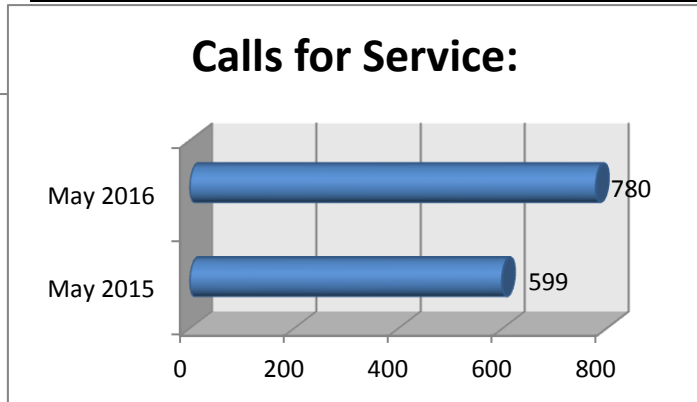
# Livingston Police Department Monthly Report - April 2015



	May 2015	May 2016
Citations written	58	74
Warnings written	26	35
Crashes	17	18



	May 2015	May 2016
Calls for Service:	599	780



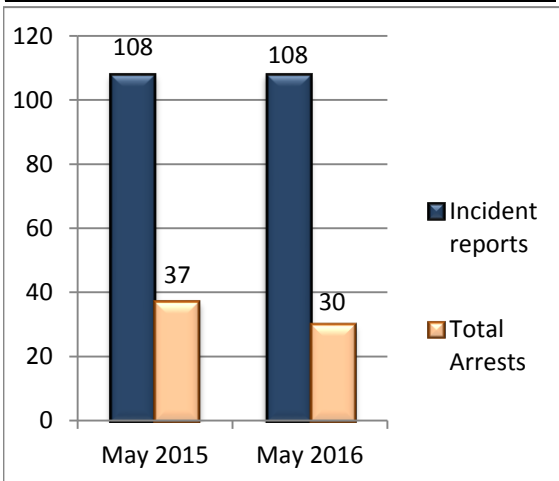
Notes:

We are very excited to have 2 new officers join our department. Mike LaBaty joins us with over 10 years of Law Enforcement experience.

Alex Walker is coming to us with no previous experience, but full of enthusiasm and excitement

As we move into the summer months and temperatures rise, please remember DO NOT leave your pets inside your vehicle. It becomes extremely hot inside a vehicle in a very short time. This is extremely dangerous for your pet

	May 2015	May 2016
Incident reports	108	108
Total Arrests	37	30



Top 5 categories investigated by the LPD in May

- 1- Police Assist 67
- 2- Welfare Check 40
- 3- Disturbance 39
- 4- Animal (various types) 39
- 5- Harrassment 26

