



# Livingston City Commission Agenda

June 23, 2020

5:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Public Comment

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

6. Consent Items

**A. APPROVE MINUTES FROM 6/9/2020 MEETING. PG. 5**

**B. RATIFY CLAIMS PAID 06/01/2020-06/15/2020. PG.**

7. Proclamations

8. Scheduled Public Comment

**A. MARSHALL SWEARINGEN, OF LIVINGSTON TREE BOARD, PRESENTS INFORMATION ON THREAT OF EMERALD ASH BORER TO LIVINGSTON'S ASH TREES. PG.**

9. Public Hearings

10. Ordinances

11. Resolutions

**A. RESOLUTION NO. 4899: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE BARGAINING AGREEMENT WITH THE MONTANA PUBLIC EMPLOYEES ASSOCIATION FOR LIVINGSTON POLICE DEPARTMENT UNIT FOR the FISCAL YEAR 2021-2024.**

**PG.**

12. Action Items

**A. APPROVE SHANE CENTER WAIVER OF BUILDING IMPACT FEES. PG.**

**B. DISCUSS/APPROVE/DENY: LBID ANNUAL WORK PLAN, BUDGET AND PROPOSED ASSESSMENT. PG.**

**C. DISCUSS/APPROVE/DENY: CONSIDER CITYS RECOMMENDATIONS FOR AMENDMENTS TO MUNICIPAL CODE PERTAINING TO THE PARKING CAMPERS, BOATS, OR TRAILERS ON CITY STREETS. PG.**

- 13. City Manager Comment
- 14. City Commission Comments
- 15. Adjournment

Calendar of Events

JULY  
2020

CALENDAR MONTH JULY  
CALENDAR YEAR 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	28	29	30	1	2	3
			Commissioner Listening Session-Farmers Market			4 Independence Day
5	6	7	8	9	10	11
		City Commission Meeting 5:30 p.m.	Commissioner Listening Session-Farmers Market City Conservation Board Meeting 5-7	**Rail Road Crossing** Community Meeting Civic Center 5-7pm		
12	13	14	15	16	17	18
		Historic Preservation Committee mtg. 3:30 p.m.	URA Mtg. 9am. Library Board Meeting 4PM Planning Board mtg 5:30PM Sister City Board Mtg. 7PM			
19	20	21	22	23	24	25
		City Commission Meeting 5:30 p.m.	Commissioners Listening Session-Farmers Market Parks and Trails Committee Meeting Civic Center 6:00pm			
26	27	28	29	30	31	1
			Commissioner Listening Session-Farmers Market			

News/ Announcements

- **GROWTH POLICY SURVEY NOW OPEN!** The City encourages citizens who couldn't attend the Growth Policy Meetings on June 16th, to participate in an online survey and provide feedback regarding future growth areas and extra-territorial jurisdiction of Livingston. To complete the survey or learn more about this process go to <http://burtonplanning.com/LivingstonGrowthPolicy/>

“**Extraterritorial jurisdiction (ETJ)** is defined as the legal ability of a government to exercise authority beyond its normal boundaries.” In this case specifically looking at a 2 -mile radius outside of Livingston.

Future Agenda Items:

- Discuss amendments to Chapter 4 of City Code entitled Animals.
- Discuss surrounding Civic Center Feasibility Study
- Discuss creating Active Transportation Committee Task Force

## 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.
- **The City strongly encourages participants to consider non-medical face mask coverings, when social distancing cannot be observed.**

**File Attachments for Item:**

**APPROVE MINUTES FROM 6/9/2020 MEETING.**

**LIVINGSTON MONTANA CITY COMMISSION MEETING MINUTES**

Tuesday, June 10, 2020, 5:30 pm

Community Room, City-County Complex

**1 Call to Order****2 Roll Call**

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

**3 Moment of Silence****4 Public Comment****5 Consent Items (00:02:36)**

\* Friedman motioned to approve A through C, second by Mabie.

\* All in favor, motion passed 5-0.

**6 Proclamations****7 Scheduled Public Comments (00:06:00)**

A. Erika Adams from the Shane Center presents the 2020 Capital Improvement Project and request for waiver of the building permit fees.

\* Hoglund made comments (00:9:42)

\* Schwarz made comments (00:12:48)

\* Nootz made comments (00:13:12)

**8 Public Hearings****9 Ordinances****10 Resolutions (00:16:10)**

A. Resolution No. 4897: A Resolution of the City Commission of the City of Livingston, Montana, authorizing the City Manager to sign a professional services agreement with TD&H, Inc. for construction administration of the Livingston 2020 CIP 2nd Street and Sidewalk Replacement project and to execute the agreement fully.

\* Kardoos gave opening statement

\* Shannon Holmes gave background information

\* Nootz motioned to approve, Mabie seconded.

All in favor, motion passed 5-0.

A. Resolution No. 4898: A Resolution of the City Commission of the City of Livingston, Montana, authorizing the City Manager to sign a professional services agreement with TD&H, Inc. for construction administration of the Livingston 2020 CIP 2nd Street and Sidewalk Replacement project and to execute the agreement fully. (00:39:42)

\* Kardoos gave opening statement

\* Shannon Holmes gave additional information

\* Mabie motioned to approve, Schwarz seconded.

All in favor, motion passed 5-0.

**11 Action Items (00:41:50)****A. Discuss/Approve/Deny: Market and Merti Adjustment for City Manager**

- \* Lowy gave opening statement
  - \* Jaycee Charmichael made comments (00:47:30)
  - \* Jack Luther made comments (00:50:06)
  - \* Nootz made comments (00:54:21)
  - \* Hoglund made comments (00:54:08)
  - \* Mabie made comments (01:11:50)
  - \* Schwarz made comments (01:15:45)
  - \* Friedman made comments (01:29:58)
  - \* Schwarz motioned to approve, Mabie seconded.
- All in favor, motion passed 5-0.

**B. Discuss: Quarterly Fund Summary Report from Finance Director, Paige Fetterhoff (01:47:35)**

- \* Fetterhoff gave opening statement

**C. Discuss: Schedule Budget Worksessions (00:01:50)**

- \* Discussion amongst Commission, 1st meeting will be held 6/29 at 5:00pm in the Community Room. Faith will publically notice.

**D. Discuss: Re-opening of downtown businesses and temporary waiver of ordinances allowing curb side street scapes. (02:02:02)**

- \* Kardoes gave opening statement

**12 City Manager Comments (02:07:49)**

- \* Growth Policy Mini-Survey on Community Character results
- \* Commissioner Listening Sessions, Commission will attend June Farmers Markets starting 6/17/2020.
- \* Gave update on Revolving Loan Fund

**13 City Commissioner Comments**

- \* Nootz (02:10:40)
- \* Friedman (02:18:54)
- \* Warren yield (02:20:30)
- \* Schwarz (02:20:37)
- \* Hoglund (02:24:05)

**14 Adjourned meeting (02:26:13) 8:07 pm**

**File Attachments for Item:**

**B. RATIFY CLAIMS PAID 06/01/2020-06/15/2020**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>A-1 MUFFLER, INC.</b>							
2	A-1 MUFFLER, INC.	68123	49-664 SERVICE	05/21/2020	241.00	241.00	06/09/2020
Total A-1 MUFFLER, INC.:					241.00	241.00	
<b>AAA CLEANING, LLC</b>							
3727	AAA CLEANING, LLC	2020.5	Bennett St cleaning	05/31/2020	500.00	500.00	06/09/2020
3727	AAA CLEANING, LLC	2020.5.31.1	110 SOUTH B	05/31/2020	300.00	300.00	06/09/2020
Total AAA CLEANING, LLC:					800.00	800.00	
<b>AETNA</b>							
10001	AETNA	11053109	MONROE-OVERPAYMENT	05/30/2020	795.60	795.60	06/10/2020
Total AETNA:					795.60	795.60	
<b>ALL SERVICE TIRE &amp; ALIGNMENT</b>							
22	ALL SERVICE TIRE & ALIGNME	59151	Flat repair	05/14/2020	90.00	90.00	06/09/2020
22	ALL SERVICE TIRE & ALIGNME	59171	Oil Change	05/19/2020	55.00	55.00	06/04/2020
22	ALL SERVICE TIRE & ALIGNME	59233	TUBE AND MOUNT	05/27/2020	15.00	15.00	06/09/2020
22	ALL SERVICE TIRE & ALIGNME	59270	Mount and Balance	06/02/2020	30.00	30.00	06/09/2020
22	ALL SERVICE TIRE & ALIGNME	59284	TUBE	06/03/2020	8.00	8.00	06/09/2020
Total ALL SERVICE TIRE & ALIGNMENT:					198.00	198.00	
<b>ALPINE ELECTRONICS RADIO SHACK</b>							
402	ALPINE ELECTRONICS RADIO	10263769	EXTENSION CABLE	06/03/2020	13.99	13.99	06/09/2020
Total ALPINE ELECTRONICS RADIO SHACK:					13.99	13.99	
<b>BALCO UNIFORM COMPANY, INC.</b>							
3371	BALCO UNIFORM COMPANY, IN	58329	PANTS-GIBSON	06/04/2020	166.81	166.81	06/09/2020
Total BALCO UNIFORM COMPANY, INC.:					166.81	166.81	
<b>BERNARD, NICK</b>							
10001	BERNARD, NICK	14200002646	station supplies	05/21/2020	94.79	94.79	06/04/2020
Total BERNARD, NICK:					94.79	94.79	
<b>BIG SKY FIRE EQUIPMENT/AFFIRMED</b>							
3	BIG SKY FIRE EQUIPMENT/AFFI	0390550	CALIBRATIONS GAS	05/19/2020	475.00	475.00	06/04/2020
Total BIG SKY FIRE EQUIPMENT/AFFIRMED:					475.00	475.00	
<b>BILLINGS CLINIC OCCUPATIONAL HEALTH</b>							
10000	BILLINGS CLINIC OCCUPATION	2020-1479	lashanski	05/18/2020	150.00	150.00	06/04/2020
Total BILLINGS CLINIC OCCUPATIONAL HEALTH:					150.00	150.00	
<b>BLAKE NURSERY</b>							
3221	BLAKE NURSERY	WP877DJZY5J	LINDEN	05/09/2020	142.94	142.94	06/09/2020
Total BLAKE NURSERY:					142.94	142.94	
<b>BOUND TREE MEDICAL, LLC</b>							
2662	BOUND TREE MEDICAL, LLC	83646056	Patient Supplies	06/01/2020	155.54	155.54	06/04/2020



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2662	BOUND TREE MEDICAL, LLC	83646057	Patient Supplies	06/01/2020	244.75	244.75	06/04/2020
Total BOUND TREE MEDICAL, LLC:					400.29	400.29	
<b>BRUCE E. BECKER, P.C.</b>							
10000	BRUCE E. BECKER, P.C.	2020.5	Contracted service	05/31/2020	262.50	262.50	06/09/2020
Total BRUCE E. BECKER, P.C.:					262.50	262.50	
<b>BUDGET AUTO GLASS</b>							
89	BUDGET AUTO GLASS	20-1176	LOADER WINDSHIELD REPLAC	05/26/2020	150.00	150.00	06/09/2020
Total BUDGET AUTO GLASS:					150.00	150.00	
<b>CARQUEST AUTO PARTS</b>							
23	CARQUEST AUTO PARTS	1912-474288	trailer ball	05/22/2020	9.49	9.49	06/04/2020
23	CARQUEST AUTO PARTS	1912-474736	RBR WHEEL CHOCK	05/27/2020	32.84	32.84	06/09/2020
23	CARQUEST AUTO PARTS	1912-474762	HANDLE,STRAP	05/27/2020	144.66	144.66	06/09/2020
23	CARQUEST AUTO PARTS	1912-474824	XTREME BLUE	05/28/2020	58.70	58.70	06/09/2020
23	CARQUEST AUTO PARTS	1912-475511	WAXING TOWEL	06/03/2020	18.39	18.39	06/09/2020
23	CARQUEST AUTO PARTS	1912-475545	trailer CONNECTOR	06/04/2020	16.14	16.14	06/09/2020
23	CARQUEST AUTO PARTS	1912-475655	ps fluid	06/04/2020	10.10	10.10	06/09/2020
Total CARQUEST AUTO PARTS:					290.32	290.32	
<b>CENTURYLINK</b>							
162	CENTURYLINK	2020.5.16	406-222-0137441b	05/16/2020	66.46	66.46	06/04/2020
Total CENTURYLINK:					66.46	66.46	
<b>CITY OF LIVINGSTON</b>							
3364	CITY OF LIVINGSTON	2020.6.12	Petty Cash for POOL	06/12/2020	100.00	100.00	06/12/2020
Total CITY OF LIVINGSTON:					100.00	100.00	
<b>COMDATA</b>							
2671	COMDATA	20334517	CG73P	06/01/2020	1,811.07	1,811.07	06/09/2020
2671	COMDATA	20334542	CG74G-STREETS	06/01/2020	1,754.98	1,754.98	06/09/2020
Total COMDATA:					3,566.05	3,566.05	
<b>CURTIS</b>							
3720	CURTIS	563536	EXTRACTION TOOL	05/27/2020	18,395.00	18,395.00	06/09/2020
Total CURTIS:					18,395.00	18,395.00	
<b>DELL MARKETING L.P.</b>							
745	DELL MARKETING L.P.	10397655837	WOODHULL COMPUTER	06/04/2020	1,420.44	1,420.44	06/09/2020
Total DELL MARKETING L.P.:					1,420.44	1,420.44	
<b>ENERGY LABORATORIES, INC.</b>							
424	ENERGY LABORATORIES, INC.	315240	Eff Comp	05/21/2020	159.00	159.00	06/04/2020
424	ENERGY LABORATORIES, INC.	315543	Eff Comp	05/22/2020	32.00	32.00	06/04/2020
424	ENERGY LABORATORIES, INC.	315543.1	Eff Comp	05/22/2020	135.00	135.00	06/09/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total ENERGY LABORATORIES, INC.:					326.00	326.00	
<b>GATEWAY OFFICE SUPPLY</b>							
54	GATEWAY OFFICE SUPPLY	48311	POLICE shipping	05/26/2020	12.19	12.19	06/04/2020
54	GATEWAY OFFICE SUPPLY	48331	fire depart supplies	05/27/2020	12.00	12.00	06/04/2020
54	GATEWAY OFFICE SUPPLY	48406	Office Supplies	06/08/2020	6.25	6.25	06/09/2020
Total GATEWAY OFFICE SUPPLY:					30.44	30.44	
<b>GENERAL DISTRIBUTING COMPANY</b>							
1845	GENERAL DISTRIBUTING COM	880910	MEDICAL	05/31/2020	30.38	30.38	06/09/2020
Total GENERAL DISTRIBUTING COMPANY:					30.38	30.38	
<b>HANSER'S AUTOMOTIVE &amp; WRECKER</b>							
1687	HANSER'S AUTOMOTIVE & WR	1087	Tow DODGE CALIBER	05/18/2020	85.00	85.00	06/04/2020
1687	HANSER'S AUTOMOTIVE & WR	1096	Tow 2012 VW	05/24/2020	185.00	185.00	06/04/2020
Total HANSER'S AUTOMOTIVE & WRECKER:					270.00	270.00	
<b>HOUSE OF CLEAN</b>							
63	HOUSE OF CLEAN	25847600	Cleaning Supplies	05/26/2020	1,111.36	1,111.36	06/09/2020
63	HOUSE OF CLEAN	25884000	Cleaning Supplies	06/01/2020	52.28	52.28	06/09/2020
Total HOUSE OF CLEAN:					1,163.64	1,163.64	
<b>INDUSTRIAL TOWEL</b>							
102	INDUSTRIAL TOWEL	2698200	110 south b	05/08/2020	34.46	34.46	06/09/2020
102	INDUSTRIAL TOWEL	27671	NYLON	05/15/2020	44.39	44.39	06/09/2020
102	INDUSTRIAL TOWEL	29073	330 bennett	05/29/2020	88.78	88.78	06/04/2020
102	INDUSTRIAL TOWEL	29571	City Complex	06/04/2020	36.00	36.00	06/09/2020
102	INDUSTRIAL TOWEL	29803	110 south b	06/05/2020	34.46	34.46	06/09/2020
Total INDUSTRIAL TOWEL:					238.09	238.09	
<b>INTEGRATED PROCESS SOLUTIONS INC</b>							
10001	INTEGRATED PROCESS SOLUT	PSI000663	IS BARRIER	05/29/2020	851.19	851.19	06/09/2020
Total INTEGRATED PROCESS SOLUTIONS INC:					851.19	851.19	
<b>J &amp; H OFFICE EQUIPMENT</b>							
1783	J & H OFFICE EQUIPMENT	27128350	110 s b copier	05/27/2020	270.73	270.73	06/04/2020
Total J & H OFFICE EQUIPMENT:					270.73	270.73	
<b>KATHERINE ANGELA JONES</b>							
10001	KATHERINE ANGELA JONES	2020.6.1	OVERPAYMENT	06/01/2020	50.00	50.00	06/09/2020
Total KATHERINE ANGELA JONES:					50.00	50.00	
<b>KELLEY CONNECT</b>							
10001	KELLEY CONNECT	IN673585	RED INK CART	05/12/2020	159.49	159.49	06/04/2020
Total KELLEY CONNECT:					159.49	159.49	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>KEN'S EQUIPMENT REPAIR, INC</b>							
1390	KEN'S EQUIPMENT REPAIR, IN	55289	GRADER	05/18/2020	331.90	331.90	06/09/2020
1390	KEN'S EQUIPMENT REPAIR, IN	55315	PETE	05/14/2020	93.80	93.80	06/09/2020
1390	KEN'S EQUIPMENT REPAIR, IN	55365	PETE DUMP	05/28/2020	135.00	135.00	06/09/2020
Total KEN'S EQUIPMENT REPAIR, INC:					560.70	560.70	
<b>KENYON NOBLE</b>							
776	KENYON NOBLE	7693114	2X8 CONST	05/13/2020	18.34	18.34	06/09/2020
776	KENYON NOBLE	7719075	TRAINING SUPPLIES	05/26/2020	237.80	237.80	06/04/2020
776	KENYON NOBLE	7735385	HINGE, PLYWOOD	06/02/2020	153.19	153.19	06/09/2020
776	KENYON NOBLE	7736245	4X8 PLYWOOD	06/02/2020	18.89	18.89	06/09/2020
Total KENYON NOBLE:					428.22	428.22	
<b>KIMBALL MIDWEST</b>							
2863	KIMBALL MIDWEST	7984195	SOCKET	06/02/2020	285.41	285.41	06/09/2020
2863	KIMBALL MIDWEST	7988299	SOCKET	06/03/2020	5.79	5.79	06/09/2020
Total KIMBALL MIDWEST:					291.20	291.20	
<b>KING, TIM</b>							
3558	KING, TIM	90102	Fuel Reimbursement	06/01/2020	40.00	40.00	06/08/2020
Total KING, TIM:					40.00	40.00	
<b>KNIFE RIVER</b>							
8	KNIFE RIVER	679670	Cold Mix 30.19TN	05/19/2020	2,566.15	2,566.15	06/09/2020
8	KNIFE RIVER	682790	Cold Mix 15.98TN	05/30/2020	1,358.30	1,358.30	06/09/2020
Total KNIFE RIVER:					3,924.45	3,924.45	
<b>LEHRKIND'S COCA-COLA</b>							
2830	LEHRKIND'S COCA-COLA	1746115	Water	05/19/2020	19.50	19.50	06/04/2020
2830	LEHRKIND'S COCA-COLA	1749448	Water	06/03/2020	25.55	25.55	06/09/2020
2830	LEHRKIND'S COCA-COLA	1749449	Water	06/03/2020	33.00	33.00	06/09/2020
2830	LEHRKIND'S COCA-COLA	176115	Water	05/20/2020	19.50	19.50	06/04/2020
Total LEHRKIND'S COCA-COLA:					97.55	97.55	
<b>LIVINGSTON ACE HARDWARE - #122005</b>							
26	LIVINGSTON ACE HARDWARE -	G40452	REPAINTED WHEELS	04/27/2020	43.95	43.95	06/04/2020
26	LIVINGSTON ACE HARDWARE -	G40454	BATTERY	04/27/2020	19.98	19.98	06/04/2020
26	LIVINGSTON ACE HARDWARE -	G43130	TIEDOWN	05/01/2020	29.99	29.99	06/04/2020
26	LIVINGSTON ACE HARDWARE -	G43383	MULCH	05/01/2020	99.80	99.80	06/04/2020
26	LIVINGSTON ACE HARDWARE -	G43488	STIHL OIL	05/01/2020	106.42	106.42	06/04/2020
26	LIVINGSTON ACE HARDWARE -	G45381	STIHL WEDGE	05/03/2020	9.98	9.98	06/04/2020
26	LIVINGSTON ACE HARDWARE -	G45584	AIR FILTER	05/04/2020	81.98	81.98	06/04/2020
26	LIVINGSTON ACE HARDWARE -	G46086	PIPE BASE	05/04/2020	30.48	30.48	06/04/2020
26	LIVINGSTON ACE HARDWARE -	G51251	TOILET SEAT	05/12/2020	35.97	35.97	06/04/2020
26	LIVINGSTON ACE HARDWARE -	G51515	HOSE ADAPR	05/12/2020	46.34	46.34	06/04/2020
26	LIVINGSTON ACE HARDWARE -	G51835	SHELF	05/13/2020	54.99	54.99	06/04/2020
26	LIVINGSTON ACE HARDWARE -	G51945	WASHER FCT	05/13/2020	1.78	1.78	06/04/2020
26	LIVINGSTON ACE HARDWARE -	G52425	GREASE FAUCET VALV	05/14/2020	6.94	6.94	06/04/2020
26	LIVINGSTON ACE HARDWARE -	G53021	BATTERY LITHIUM	05/15/2020	55.96	55.96	06/04/2020
26	LIVINGSTON ACE HARDWARE -	G53148	SUPPLIES	05/15/2020	188.85	188.85	06/04/2020
26	LIVINGSTON ACE HARDWARE -	G56058	CLEANING SUPPLIES	05/18/2020	5.99	5.99	06/04/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
26	LIVINGSTON ACE HARDWARE -	G58774	ULTR GL	05/22/2020	199.96	199.96	06/04/2020
26	LIVINGSTON ACE HARDWARE -	X38137	HOSE OUTLET	04/29/2020	179.53	179.53	06/04/2020
Total LIVINGSTON ACE HARDWARE - #122005:					1,198.89	1,198.89	
<b>LIVINGSTON ENTERPRISE</b>							
146	LIVINGSTON ENTERPRISE	166215	NOTICE-SPECIAL VIRTUAL MEE	04/27/2020	84.50	84.50	06/09/2020
146	LIVINGSTON ENTERPRISE	166515	Invitation to Bid	05/11/2020	525.00	525.00	06/09/2020
146	LIVINGSTON ENTERPRISE	166520	NOTICE OF CLOSED MEETING	05/12/2020	26.00	26.00	06/09/2020
146	LIVINGSTON ENTERPRISE	166532	ANNUAL DRINKING WATER RE	05/13/2020	633.75	633.75	06/09/2020
146	LIVINGSTON ENTERPRISE	166632	NOTICE OF VIRTUAL MEETING	05/19/2020	35.75	35.75	06/09/2020
146	LIVINGSTON ENTERPRISE	166832	VIRTUAL WORK SESSON	05/22/2020	32.50	32.50	06/09/2020
Total LIVINGSTON ENTERPRISE:					1,337.50	1,337.50	
<b>LIVINGSTON HEALTH CARE</b>							
55	LIVINGSTON HEALTH CARE	17319	Patient Supplies	06/01/2020	27.74	27.74	06/04/2020
55	LIVINGSTON HEALTH CARE	200060538	lab test 770121400	05/07/2020	29.10	29.10	06/04/2020
55	LIVINGSTON HEALTH CARE	200060539	lab test 770129258	05/07/2020	29.10	29.10	06/04/2020
55	LIVINGSTON HEALTH CARE	200060540	lab test 770120760	05/07/2020	29.10	29.10	06/04/2020
55	LIVINGSTON HEALTH CARE	4229808	Patient Supplies	06/01/2020	111.31	111.31	06/09/2020
Total LIVINGSTON HEALTH CARE:					226.35	226.35	
<b>LIVINGSTON LOCKS &amp; CLOCKS</b>							
3210	LIVINGSTON LOCKS & CLOCKS	126254	Padlocks	06/08/2020	99.00	99.00	06/09/2020
Total LIVINGSTON LOCKS & CLOCKS:					99.00	99.00	
<b>MACINNES, KEN</b>							
3622	MACINNES, KEN	14300001439	Station Supplies	05/22/2020	57.54	57.54	06/04/2020
3622	MACINNES, KEN	89729	Station Supplies	06/01/2020	45.55	45.55	06/08/2020
Total MACINNES, KEN:					103.09	103.09	
<b>MCBETH, JAMIE</b>							
10001	MCBETH, JAMIE	21327364	REFUND-GAZEBO	06/08/2020	95.00	95.00	06/09/2020
Total MCBETH, JAMIE:					95.00	95.00	
<b>MEYER ELECTRIC AND GROUNDS REPAIR, LLC</b>							
3812	MEYER ELECTRIC AND GROUN	404	Scale controller	05/25/2020	75.00	75.00	06/09/2020
Total MEYER ELECTRIC AND GROUNDS REPAIR, LLC:					75.00	75.00	
<b>MISC</b>							
99999	MISC	162772	Reserve Pay	06/01/2020	27.70	27.70	06/08/2020
99999	MISC	163486	Reserve Pay	06/01/2020	209.09	209.09	06/08/2020
99999	MISC	163651	Reserve Pay	06/01/2020	191.08	191.08	06/08/2020
99999	MISC	2020.6.1	Restitution - PORTER	06/01/2020	100.00	100.00	06/09/2020
99999	MISC	81407	Gymnastics	06/01/2020	702.00	702.00	06/08/2020
99999	MISC	82008	Ambulance Overpayment	06/01/2020	25.00	25.00	06/08/2020
99999	MISC	82722	Overpayment on Utilities	06/01/2020	67.84	67.84	06/08/2020
99999	MISC	88632	Restitution - A. Moore CR2009-02	06/01/2020	5.00	5.00	06/08/2020
99999	MISC	89278	Restitution - C. Nyhart TK2017-00	06/01/2020	7.00	7.00	06/08/2020
99999	MISC	90000	Restitution TK2017-0422	06/01/2020	100.00	100.00	06/08/2020
99999	MISC	TK2020-0056	Bond Release - K. Gunderson	06/03/2020	770.00	770.00	06/08/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MISC:					2,204.71	2,204.71	
<b>MOBILE REPAIR &amp; WELDING, INC</b>							
10	MOBILE REPAIR & WELDING, IN	31142	BEAMS	05/27/2020	1,988.82	1,988.82	06/09/2020
Total MOBILE REPAIR & WELDING, INC:					1,988.82	1,988.82	
<b>MONTANA DEPT OF ENVIRONMENTAL</b>							
2346	MONTANA DEPT OF ENVIRONM	5R2000503	wastewater renewal fee	05/05/2020	40.00	40.00	06/04/2020
Total MONTANA DEPT OF ENVIRONMENTAL:					40.00	40.00	
<b>MONTANA LAW ENFORCEMENT TESTING CONSORTI</b>							
10000	MONTANA LAW ENFORCEMENT	2020.5.22	LASHINSKI	05/22/2020	50.00	50.00	06/04/2020
Total MONTANA LAW ENFORCEMENT TESTING CONSORTI:					50.00	50.00	
<b>MONTANA LEAGUE OF CITIES &amp; TOWNS</b>							
603	MONTANA LEAGUE OF CITIES	LIV20200630	20-21 MEMBERSHIP	06/03/2020	2,886.37	2,886.37	06/09/2020
Total MONTANA LEAGUE OF CITIES & TOWNS:					2,886.37	2,886.37	
<b>MONTANA MAGISTRATES ASSOCIATION</b>							
643	MONTANA MAGISTRATES ASS	2020.5.29	ANNUAL DUES 20-21 HOLLY HA	05/29/2020	200.00	200.00	06/04/2020
643	MONTANA MAGISTRATES ASS	83063	16-17 Association Dues	06/01/2020	200.00	200.00	06/08/2020
Total MONTANA MAGISTRATES ASSOCIATION:					400.00	400.00	
<b>MONTANA STATE - FIRE SERVICES TRAINING</b>							
2631	MONTANA STATE - FIRE SERVI	34-151	HAZMAT OPERATIONS CERTI	05/27/2020	95.00	95.00	06/09/2020
Total MONTANA STATE - FIRE SERVICES TRAINING:					95.00	95.00	
<b>MONTANA TAX FOUNDATION, INC.</b>							
501	MONTANA TAX FOUNDATION, I	2020.7.15	CONTRIBUTION DUES	05/29/2020	60.00	60.00	06/09/2020
Total MONTANA TAX FOUNDATION, INC.:					60.00	60.00	
<b>MOUNTAIN MOBILE AUTO GLASS</b>							
2106	MOUNTAIN MOBILE AUTO GLAS	15928	Medic 2 Windshield	05/26/2020	295.00	295.00	06/04/2020
Total MOUNTAIN MOBILE AUTO GLASS:					295.00	295.00	
<b>MSU LOCAL GOVERNMENT CENTER</b>							
3779	MSU LOCAL GOVERNMENT CE	2090	ROY MUNICIPAL INSTITUTE	05/11/2020	25.00	25.00	06/04/2020
Total MSU LOCAL GOVERNMENT CENTER:					25.00	25.00	
<b>MUNICIPAL CODE CORPORATION</b>							
3058	MUNICIPAL CODE CORPORATI	343321	SuPPORT FEE 6/1/2020-6/30/202	06/02/2020	275.00	275.00	06/09/2020
3058	MUNICIPAL CODE CORPORATI	343994	Subscription 6/1-6/30/2020	06/03/2020	150.00	150.00	06/09/2020
Total MUNICIPAL CODE CORPORATION:					425.00	425.00	
<b>MURDOCH'S RANCH &amp; HOME SUPPLY</b>							
3688	MURDOCH'S RANCH & HOME S	K00601/37	RAMP PLATE	05/13/2020	59.98	59.98	06/09/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3688	MURDOCH'S RANCH & HOME S	K00601/B	RAMP PLATE	05/13/2020	52.98	52.98	06/04/2020
3688	MURDOCH'S RANCH & HOME S	K00672/37	NORTHERNER	06/01/2020	39.99	39.99	06/09/2020
Total MURDOCH'S RANCH & HOME SUPPLY:					152.95	152.95	
<b>MURPHY'S HEATING SERVICE</b>							
3802	MURPHY'S HEATING SERVICE	2020.5.19	Soccer field irrigation	05/19/2020	675.00	675.00	06/09/2020
Total MURPHY'S HEATING SERVICE:					675.00	675.00	
<b>NORMONT EQUIPMENT</b>							
12	NORMONT EQUIPMENT	22623	Asphalt emulsion	05/27/2020	4,803.75	4,803.75	06/09/2020
Total NORMONT EQUIPMENT:					4,803.75	4,803.75	
<b>NORTHWEST PIPE FITTINGS, INC</b>							
423	NORTHWEST PIPE FITTINGS, I	5323559	SERVICE SADDLE/COUPLING	05/20/2020	171.97	171.97	06/04/2020
Total NORTHWEST PIPE FITTINGS, INC:					171.97	171.97	
<b>NORTHWESTERN ENERGY</b>							
151	NORTHWESTERN ENERGY	0708370-2	8th & Park Sprinklers	01/15/2019	6.18	6.18	06/04/2020
151	NORTHWESTERN ENERGY	0709793-4	City Shop Building 50% 406 Benn	01/15/2019	561.67	561.67	06/04/2020
151	NORTHWESTERN ENERGY	0709794-2	WRF 316 Bennett	01/09/2019	857.23	857.23	06/04/2020
151	NORTHWESTERN ENERGY	0709796-7	97 View Vista Drive	01/15/2019	5.92	5.92	06/04/2020
151	NORTHWESTERN ENERGY	0709869-2	Carol Lane	01/15/2019	117.55	117.55	06/04/2020
151	NORTHWESTERN ENERGY	0709870-0	G Street Park - 422 S G	01/15/2019	161.74	161.74	06/04/2020
151	NORTHWESTERN ENERGY	0709871-8	Star Addition - Lights	01/15/2019	296.11	296.11	06/04/2020
151	NORTHWESTERN ENERGY	0709873-4	800 W Cambridge - Pump Station	01/15/2019	26.79	26.79	06/04/2020
151	NORTHWESTERN ENERGY	0709874-2	Werner Addition Pump	01/09/2018	102.39	102.39	06/04/2020
151	NORTHWESTERN ENERGY	0709875-9	900 River Drive Pump	01/09/2019	1,719.92	1,719.92	06/04/2020
151	NORTHWESTERN ENERGY	0709876-7	132 South B Street - B St Well	01/10/2019	1,226.64	1,226.64	06/04/2020
151	NORTHWESTERN ENERGY	0709877-5	200 E Reservoir (north side hill)	01/08/2019	632.96	632.96	06/04/2020
151	NORTHWESTERN ENERGY	0709878-3	227 River Drive - Concessions & li	01/10/2019	53.47	53.47	06/04/2020
151	NORTHWESTERN ENERGY	0709879-1	227 River Drive - Softball Field	01/10/2019	15.32	15.32	06/04/2020
151	NORTHWESTERN ENERGY	0709880-9	200 River Drive - Pool	01/10/2019	124.24	124.24	06/04/2020
151	NORTHWESTERN ENERGY	0709881-7	229 River Drive - Civic Center	01/10/2019	892.44	892.44	06/04/2020
151	NORTHWESTERN ENERGY	0709882-5	229 River Drive - Pump Civic Cent	01/17/2019	48.36	48.36	06/04/2020
151	NORTHWESTERN ENERGY	0709886-6	200 E Reservoir	01/15/2019	30.51	30.51	06/04/2020
151	NORTHWESTERN ENERGY	0709891-6	Cemetery Road Shop - 15 Fleshm	01/15/2019	22.64	22.64	06/04/2020
151	NORTHWESTERN ENERGY	0709892-4	40 Water Tower Avenue	01/15/2019	46.76	46.76	06/04/2020
151	NORTHWESTERN ENERGY	0709894-0	56 Water Tower	01/08/2019	541.71	541.71	06/04/2020
151	NORTHWESTERN ENERGY	0709914-6	1011 River Dr - Edge Water Sewe	01/09/2019	20.51	20.51	06/04/2020
151	NORTHWESTERN ENERGY	0719058-0	3 Rogers Lane Lift Station	01/09/2019	94.14	94.14	06/04/2020
151	NORTHWESTERN ENERGY	0719271-9	601 Robin Lane - Well	01/09/2019	1,429.76	1,429.76	06/04/2020
151	NORTHWESTERN ENERGY	0719272-7	4 Billman Lane - Well	01/09/2019	1,755.61	1,755.61	06/04/2020
151	NORTHWESTERN ENERGY	0719358-4	Street Lights - Livingston	01/16/2019	3,622.09	3,622.09	06/04/2020
151	NORTHWESTERN ENERGY	0719373-3	229 River Drive	01/15/2019	7.69	7.69	06/04/2020
151	NORTHWESTERN ENERGY	0720048-8	330 Bennett 1/4	01/08/2019	645.72	645.72	06/04/2020
151	NORTHWESTERN ENERGY	0720113-0	229 River Drive - CC Building	01/10/2019	157.59	157.59	06/04/2020
151	NORTHWESTERN ENERGY	0720122-1	400 North M	01/15/2019	12.77	12.77	06/04/2020
151	NORTHWESTERN ENERGY	0720176-7	Weimer Park	01/15/2019	11.70	11.70	06/04/2020
151	NORTHWESTERN ENERGY	0802599-1	608 W Chinook	01/15/2019	46.44	46.44	06/04/2020
151	NORTHWESTERN ENERGY	0933715-5	710 W Callender	01/15/2019	41.91	41.91	06/04/2020
151	NORTHWESTERN ENERGY	1134866-1	N 2nd & Montana & Chinook	01/15/2019	46.14	46.14	06/04/2020
151	NORTHWESTERN ENERGY	1134879-4	N 7th & Montana & Chinook	01/15/2019	22.15	22.15	06/04/2020
151	NORTHWESTERN ENERGY	1155965-5	229 River Drive	01/15/2019	5.80	5.80	06/04/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	1290352-2	School Flasher Park & 13th	01/15/2019	8.70	8.70	06/04/2020
151	NORTHWESTERN ENERGY	1441030-2	D & Geyser Well House	01/10/2019	1,508.73	1,508.73	06/04/2020
151	NORTHWESTERN ENERGY	1452951-5	Starlow on Monroe	01/09/2019	427.60	427.60	06/04/2020
151	NORTHWESTERN ENERGY	1493850-0	412 W Callender	01/15/2019	59.44	59.44	06/04/2020
151	NORTHWESTERN ENERGY	1498936-2	I90 & 89S-ing	01/15/2019	5.80	5.80	06/04/2020
151	NORTHWESTERN ENERGY	1594141-2	9th & 10th Lift Station	01/09/2019	26.72	26.72	06/04/2020
151	NORTHWESTERN ENERGY	1613803-4	M & N on Callender	01/15/2019	52.91	52.91	06/04/2020
151	NORTHWESTERN ENERGY	1728687-3	Transfer Station 408 Bennett Stre	01/08/2019	587.02	587.02	06/04/2020
151	NORTHWESTERN ENERGY	1747570-8	D & E on Callender	01/15/2019	39.97	39.97	06/04/2020
151	NORTHWESTERN ENERGY	1747572-4	F & G on Callender	01/15/2019	23.94	23.94	06/04/2020
151	NORTHWESTERN ENERGY	1893530-4	600 W Park	01/15/2019	53.94	53.94	06/04/2020
151	NORTHWESTERN ENERGY	1893536-1	E Street & Alley	01/15/2019	30.46	30.46	06/04/2020
151	NORTHWESTERN ENERGY	1893541-1	18 W Park	01/15/2019	81.31	81.31	06/04/2020
151	NORTHWESTERN ENERGY	1906055-7	815 North 13th - Soccer Fields	01/16/2019	45.06	45.06	06/04/2020
151	NORTHWESTERN ENERGY	2023479-5	900 W Geyser Street School Light	01/15/2019	6.18	6.18	06/04/2020
151	NORTHWESTERN ENERGY	2023484-5	1100 W Geyser Street School Lig	01/15/2019	6.18	6.18	06/04/2020
151	NORTHWESTERN ENERGY	2114861-4	132 South B Street Lights	01/15/2019	141.89	141.89	06/04/2020
151	NORTHWESTERN ENERGY	2138754-3	G Street Park - Mike Webb Park	01/15/2019	75.42	75.42	06/04/2020
151	NORTHWESTERN ENERGY	2171060-3	Scale House 408 Bennett Street	01/15/2019	50.16	50.16	06/04/2020
151	NORTHWESTERN ENERGY	3015965-1	330 Bennett - Fire Training Center	01/15/2019	55.35	55.35	06/04/2020
151	NORTHWESTERN ENERGY	3093003-6	114 West Summitt	01/15/2019	26.28	26.28	06/04/2020
151	NORTHWESTERN ENERGY	3093023-4	320 North Main	01/15/2019	2.97	2.97	06/04/2020
151	NORTHWESTERN ENERGY	3093027-5	105 West Park	01/15/2019	41.86	41.86	06/04/2020
151	NORTHWESTERN ENERGY	3141997-1	C & D on Lewis	01/15/2019	19.19	19.19	06/04/2020
151	NORTHWESTERN ENERGY	3184602-5	202 South 2nd	01/15/2019	17.50	17.50	06/04/2020
151	NORTHWESTERN ENERGY	3210240-2	616 River Drive	01/15/2019	5.80	5.80	06/04/2020
151	NORTHWESTERN ENERGY	3258086-2	2800 East Park Lift Station	01/15/2019	284.51	284.51	06/04/2020
151	NORTHWESTERN ENERGY	3258262-9	320 Alpenglow Lift Station	01/08/2019	207.01	207.01	06/04/2020
151	NORTHWESTERN ENERGY	3267010-1	330 Bennett - Compactor	01/08/2019	87.41	87.41	06/04/2020
151	NORTHWESTERN ENERGY	3287727-6	320 Alpenglow LN-	01/15/2019	40.56	40.56	06/04/2020
151	NORTHWESTERN ENERGY	3386783-9	Btwn G and H on Clark	01/15/2019	45.24	45.24	06/04/2020
151	NORTHWESTERN ENERGY	3386845-6	Btwn I and K on Callender	01/15/2019	33.10	33.10	06/04/2020
151	NORTHWESTERN ENERGY	3386846-4	Btwn 7th and 8th on Summitt	01/15/2019	21.81	21.81	06/04/2020
151	NORTHWESTERN ENERGY	3506014-4	Brookstone/Elm	02/15/2019	4.35	4.35	06/04/2020
151	NORTHWESTERN ENERGY	3566038-0	114 East Callender	01/15/2019	15.61	15.61	06/04/2020
151	NORTHWESTERN ENERGY	3566039-8	115 East Lewis	01/15/2019	12.97	12.97	06/04/2020
151	NORTHWESTERN ENERGY	3585235-9	New WRF 316 Bennett	01/09/2019	13,523.93	13,523.93	06/04/2020
151	NORTHWESTERN ENERGY	3643752-3	115 East Clark	09/16/2019	6.82	6.82	06/04/2020
151	NORTHWESTERN ENERGY	3643753-1	112 East Clark	09/04/2019	28.41	28.41	06/04/2020
151	NORTHWESTERN ENERGY	3678204-3	502 River Dr. Pmp	10/16/2019	.00	.00	
151	NORTHWESTERN ENERGY	3725873-8	340 Bennett	12/12/2019	30.12	30.12	06/04/2020
Total NORTHWESTERN ENERGY:					33,152.80	33,152.80	
<b>OLSON, SCOTT</b>							
10000	OLSON, SCOTT	163649	Reserve Pay	06/01/2020	118.05	118.05	06/08/2020
Total OLSON, SCOTT:					118.05	118.05	
<b>O'REILLY AUTOMOTIVE, INC</b>							
2437	O'REILLY AUTOMOTIVE, INC	1558-203852	Motoroil	05/27/2020	40.68	40.68	06/09/2020
2437	O'REILLY AUTOMOTIVE, INC	1558-204715	Socket	06/03/2020	45.96	45.96	06/09/2020
2437	O'REILLY AUTOMOTIVE, INC	1558-204718	floor mat	06/03/2020	24.99	24.99	06/09/2020
Total O'REILLY AUTOMOTIVE, INC:					111.63	111.63	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>PARISI WESTERN PLUMBING &amp; HEATING</b>							
16	PARISI WESTERN PLUMBING &	52855	Materials	05/05/2020	35.50	35.50	06/04/2020
16	PARISI WESTERN PLUMBING &	T52976	WATER HEATER SHOP	06/03/2020	1,110.40	1,110.40	06/09/2020
Total PARISI WESTERN PLUMBING & HEATING:					1,145.90	1,145.90	
<b>PIPESTONE EQUIPMENT</b>							
10001	PIPESTONE EQUIPMENT	9393	ACTUATOR	05/21/2020	691.81	691.81	06/04/2020
Total PIPESTONE EQUIPMENT:					691.81	691.81	
<b>POLYDYNE INC.</b>							
3144	POLYDYNE INC.	1456087	Clarifloc	05/15/2020	2,951.82	2,951.82	06/09/2020
Total POLYDYNE INC.:					2,951.82	2,951.82	
<b>POWERPLAN</b>							
1868	POWERPLAN	W1007416	Backhoe loader 410L	05/26/2020	1,258.48	1,258.48	06/04/2020
Total POWERPLAN:					1,258.48	1,258.48	
<b>PRESTIGE WORLDWIDE TECHNOLOGIES LLC</b>							
3807	PRESTIGE WORLDWIDE TECH	1379153	STEM/ORINGS	05/22/2020	210.00	210.00	06/04/2020
Total PRESTIGE WORLDWIDE TECHNOLOGIES LLC:					210.00	210.00	
<b>RECREATION SUPPLY CO.</b>							
3033	RECREATION SUPPLY CO.	383887	PARALON BASE	05/20/2020	765.52	765.52	06/09/2020
Total RECREATION SUPPLY CO.:					765.52	765.52	
<b>REDSTONE LEASING</b>							
3842	REDSTONE LEASING	2020.7.1	Lease 21 OF 60	06/01/2020	203.07	203.07	06/09/2020
Total REDSTONE LEASING:					203.07	203.07	
<b>RIVERSIDE HARDWARE LLC</b>							
3659	RIVERSIDE HARDWARE LLC	100114	WEED KILLER	05/05/2020	17.99	17.99	06/09/2020
3659	RIVERSIDE HARDWARE LLC	100382	FILTER	05/07/2020	41.94	41.94	06/09/2020
3659	RIVERSIDE HARDWARE LLC	101112	TRASH BAG	05/14/2020	7.50	7.50	06/09/2020
3659	RIVERSIDE HARDWARE LLC	101484	FASTENERS	05/18/2020	5.12	5.12	06/09/2020
3659	RIVERSIDE HARDWARE LLC	102271	BULB	05/26/2020	47.94	47.94	06/09/2020
Total RIVERSIDE HARDWARE LLC:					120.49	120.49	
<b>RUTH, LINDA</b>							
10001	RUTH, LINDA	2020.5.27	OVERPAYMENT ON ACCOUNT	05/27/2020	78.84	78.84	06/04/2020
Total RUTH, LINDA:					78.84	78.84	
<b>SAFEGUARD BUSINESS SYSTEMS</b>							
590	SAFEGUARD BUSINESS SYSTE	34095000	Claims WarrENT	06/04/2020	541.83	541.83	06/09/2020
Total SAFEGUARD BUSINESS SYSTEMS:					541.83	541.83	
<b>SMART APPLE MEDIA</b>							
2624	SMART APPLE MEDIA	90327	5 books -ARU0293707	06/01/2020	154.75	154.75	06/08/2020



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SMART APPLE MEDIA:					154.75	154.75	
<b>STORY DISTRIBUTING</b>							
3353	STORY DISTRIBUTING	90120	Diesel 500G	05/21/2020	729.00	729.00	06/04/2020
3353	STORY DISTRIBUTING	90211	Diesel 338G	05/29/2020	485.37	485.37	06/09/2020
Total STORY DISTRIBUTING:					1,214.37	1,214.37	
<b>SWANDALL LAW PLLC</b>							
10000	SWANDALL LAW PLLC	5352	PRO TEM JUDGE	06/01/2020	25.00	25.00	06/09/2020
Total SWANDALL LAW PLLC:					25.00	25.00	
<b>SWS Equipment</b>							
10000	SWS Equipment	123657-IN	JOYSTICK CONTROLLER	05/28/2020	290.46	290.46	06/09/2020
Total SWS Equipment:					290.46	290.46	
<b>T &amp; E THE CAT RENTAL STORE</b>							
533	T & E THE CAT RENTAL STORE	42CS0444737	Glass	04/30/2020	378.22	378.22	06/09/2020
Total T & E THE CAT RENTAL STORE:					378.22	378.22	
<b>TARR, MARGARET</b>							
3586	TARR, MARGARET	87363	Shopko	06/01/2020	33.44	33.44	06/08/2020
Total TARR, MARGARET:					33.44	33.44	
<b>THOMSON REUTERS - WEST</b>							
2823	THOMSON REUTERS - WEST	842434297	Information Char	06/01/2020	303.50	303.50	06/09/2020
Total THOMSON REUTERS - WEST:					303.50	303.50	
<b>TOWN &amp; COUNTRY FOODS - LIVINGSTON</b>							
2595	TOWN & COUNTRY FOODS - LI	118	ReSERVE TRAINING SUPPLIE	05/21/2020	15.20	15.20	06/04/2020
2595	TOWN & COUNTRY FOODS - LI	200	Station Supplies	05/03/2020	21.98	21.98	06/09/2020
2595	TOWN & COUNTRY FOODS - LI	370	StalON SUPPLIES	06/05/2020	14.28	14.28	06/09/2020
2595	TOWN & COUNTRY FOODS - LI	56	Training Supply	05/29/2020	5.00	5.00	06/04/2020
2595	TOWN & COUNTRY FOODS - LI	65	StalON SUPPLIES	05/24/2020	13.52	13.52	06/04/2020
Total TOWN & COUNTRY FOODS - LIVINGSTON:					69.98	69.98	
<b>US BANK St. Paul</b>							
845	US BANK St. Paul	1594726	DOWNTOWN URD SERIES 2019	05/06/2020	124,287.50	124,287.50	06/09/2020
845	US BANK St. Paul	2020.5.19	WEST END TIF WATER	05/19/2020	24,612.50	24,612.50	06/09/2020
845	US BANK St. Paul	2020.5.19.1	WEST END TIF SEWER	05/19/2020	12,325.00	12,325.00	06/09/2020
845	US BANK St. Paul	2020.5.19.2	SID 179 SEWER	05/19/2020	5,050.00	5,050.00	06/09/2020
845	US BANK St. Paul	2020.5.19.3	SID 179 WATER	05/19/2020	11,006.25	11,006.25	06/09/2020
845	US BANK St. Paul	2020.5.19.4	SEWER	05/19/2020	10,688.75	10,688.75	06/09/2020
845	US BANK St. Paul	2020.5.19.6	SEWER #99JS9E4	05/19/2020	154,525.00	154,525.00	06/09/2020
845	US BANK St. Paul	2020.6.3	BOND 2012 803316300	06/03/2020	35,350.00	35,350.00	06/09/2020
845	US BANK St. Paul	5753819	BOND 2012 803384700	05/22/2020	350.00	350.00	06/09/2020
Total US BANK St. Paul:					378,195.00	378,195.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>US POST OFFICE</b>							
2596	US POST OFFICE	2020.06.04	Postage for Utility Bills	06/04/2020	7,500.00	7,500.00	06/04/2020
2596	US POST OFFICE	2020.6	Postage for Utility Bills	06/04/2020	.00	.00	06/04/2020
2596	US POST OFFICE	2020_06	Postage for Utility Bills	06/04/2020	.00	.00	06/04/2020
Total US POST OFFICE:					7,500.00	7,500.00	
<b>UTILITIES UNDERGROUND LOCATION</b>							
3472	UTILITIES UNDERGROUND LO	55089	Excavation Notifica	05/31/2020	213.52	213.52	06/09/2020
Total UTILITIES UNDERGROUND LOCATION:					213.52	213.52	
<b>WATERMEN INC</b>							
10001	WATERMEN INC	S67204	MASK	06/05/2020	224.00	224.00	06/09/2020
Total WATERMEN INC:					224.00	224.00	
<b>WESTERN DRUG</b>							
1396	WESTERN DRUG	277590	Glucose Test Strips	05/30/2020	88.49	88.49	06/04/2020
Total WESTERN DRUG:					88.49	88.49	
<b>WHISTLER TOWING, LLC</b>							
3237	WHISTLER TOWING, LLC	11033	TOW FORD EXPLORER	05/20/2020	75.00	75.00	06/04/2020
3237	WHISTLER TOWING, LLC	11034	TOW VW	05/20/2020	75.00	75.00	06/04/2020
3237	WHISTLER TOWING, LLC	4332	2015 mercedes service	06/04/2020	201.85	201.85	06/09/2020
Total WHISTLER TOWING, LLC:					351.85	351.85	
<b>WISPWEST.NET</b>							
2087	WISPWEST.NET	564620	Internet-CIVIC CENTER	06/01/2020	50.12	50.12	06/09/2020
Total WISPWEST.NET:					50.12	50.12	
<b>WOLFE, CHEYENNE</b>							
3791	WOLFE, CHEYENNE	5328	Reimburse TRAINING	06/01/2020	1,000.00	1,000.00	06/09/2020
Total WOLFE, CHEYENNE:					1,000.00	1,000.00	
Grand Totals:					485,312.61	485,312.61	

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**File Attachments for Item:**

**MARSHALL SWEARINGEN, OF LIVINGSTON TREE BOARD, PRESENTS INFORMATION ON THREAT OF EMERALD ASH BORER TO LIVINGSTON'S ASH TREES.**

# Why Livingston Needs a Plan for Emerald Ash Borer

Marshall Swearingen  
Livingston Tree Board

# Takeaways

- Ash borer is the single greatest threat to Livingston's urban forest
- Not a matter of if, but when (and could already be here)
- Steps can be taken now to reduce impact and be ready

## Goals tonight

- Refresher on ash borer and why important
- Broad outline of what plan could consider
- Your input on making a plan

# What is EAB?

- Small beetle native to Asia
- Larva eat inner bark of ash trees
- First found in U.S. in 2002 in Detroit
- Has spread to 35 states
- Has killed hundreds of millions of trees

= one of the most damaging invasive species to ever reach the U.S.







**Map Key**

- Initial county EAB detection
- ◊ Federal EAB quarantine boundaries
- ◊ State quarantine - generally infested area
- Indian Reservation
- National Forests
- Canadian EAB regulated areas

DISCLAIMER: These data, and all the information contained therein, have been collected by the U.S. Department of Agriculture's Animal and Plant Health Inspection Service (APHIS) or by its cooperators on APHIS' behalf, for restricted government purposes only and is for use primarily of APHIS. Services are disseminated on a need-to-know basis only and must be used by the appropriate government recipient. All information contained within these data are subject to various Federal safeguards and shall only be shared and/or used consistent with the Trade Secret Act (18 U.S.C. 1835), the Privacy Act of 1974, as amended (5 U.S.C. 552a), the Freedom of Information Act (5 U.S.C. 552), the confidentiality provisions of the Food Security Act of 1985 (7 U.S.C. 2206), Section 107 of the Food, Conservation, and



# Livingston's ash trees

- 46% (1,770) of 3,380 inventoried public trees
  - 59% (1,490) of boulevard trees
  - 280 in city parks
- = Primary mature shade tree in the city





# Benefits of ash trees

- Shade, energy savings
- Stormwater buffering
- Property values
- Carbon sequestration
- Improved air quality

1,770 ash trees =  
\$269,000 in annual benefits



South Yellowstone Street





## When EAB happens

- Livingston at high risk: lots of ash trees + lots of tourists
- Could arrive on single piece of firewood
- Could kill all ash trees in 5 years
- Public safety hazard of dead trees
- \$600 or more to remove a dead tree
- $\$600 \times 1,770$  public ash = \$1.1 million

City of Boulder photo

# Treatment works

- Insecticide injected into trunk
- Nearly 100% effective
- Lasts 2-3 years
- \$50 per tree
- Only licensed pesticide applicators



# Questions that EAB would raise

- Which trees does city treat?
- Which trees does city cut down?
- How much money should be budgeted?
- How does city quarantine wood?
- How does city respond to EAB on private property?

# Plan could include

- Guidelines for which trees would be treated
- Estimated costs of treatment
- Recommendations for proactive management
  - Interplanting
  - Phased replacement of undesirable ash trees
  - New tree planting
- Recommendations for public awareness/outreach

# Making the plan

- Tree Board drafts plan in consultation with Eric Schneider, parks foreman, certified arborist
- Resources: MSU Extension, Montana DNRC
- Draft in summer/fall 2020; present to commission before 2021



Questions?  
Suggestions?  
Concerns?





Marshall Swearingen  
Livingston Tree Board  
June 23, 2020

## Why Livingston needs a plan for Emerald Ash Borer

### Key Points

- Emerald ash borer, or EAB, is considered one of the most economically and environmentally damaging invasive species to ever reach the U.S.
- EAB is likely to arrive in Livingston in the near future, and when it does, it is expected to rapidly kill most, if not all, ash trees that are not treated.
- Roughly half of all public trees in Livingston, including in boulevards and parks, are ash trees threatened by EAB.
- Dead, brittle ash trees killed by EAB would create a major public safety hazard in Livingston's parks and along city streets and sidewalks.
- The loss of Livingston's mature ash trees would amount to the loss of millions of dollars of tree benefits, including energy savings, stormwater reduction and amenity property values.
- The City of Livingston can take significant steps now to prepare for EAB.



Photo courtesy of City of Boulder, Colorado.

**Tree Board Recommendation**

The Tree Board recommends that the City of Livingston develop a comprehensive plan to prepare for EAB. The plan would outline how the city would respond to an EAB infestation, estimate treatment costs, and propose preemptive actions that could lessen EAB's potential impact.

The Tree Board proposes to spearhead the research and writing of the report, consulting with Livingston parks foreman Eric Schneider, and present a draft plan to the commission by 2021.

**About EAB**

The following information is summarized from multiple sources including MSU Extension, Bozeman's 2016 EAB Course of Action Plan and Montana DNRC's 2015 EAB Readiness and Response Plan.

**What is EAB?**

Emerald ash borer is a small beetle native to Asia. Its larva consume the inner bark of ash trees, damaging the tree's ability to consume water and nutrients.

Since it was first found in the U.S. in 2002 in Detroit, EAB has killed hundreds of millions of ash trees in 35 states, spreading throughout the Northeast and Midwest.

**When is EAB expected to arrive in Livingston?**

EAB beetles travel a few miles per year on their own, but EAB spreads much greater distances through transport of infested firewood and wood products. In 2013, EAB made a dramatic jump to Boulder, Colorado, hundreds of miles from the nearest known infestation. It has since spread to much of the Denver metro area, which is the closest to Livingston that EAB is currently found.

According to Lauren Kerzicnik, insect specialist at MSU Extension, Montana cities are particularly at risk because they have an exceptionally high percentage of ash trees. Moreover, Montana's tourist economy draws people from around the country toting firewood to go camping. Nothing about Montana's climate or geography is expected to prevent it from spreading here.

EAB could arrive in Livingston, for example, when someone from the Midwest makes a trip to Yellowstone Park, stays at an AirBnB in Livingston and parks their truck on the street with a bit of ash firewood left over from a camping trip back home.

EAB could already be in Livingston, in the short dormant period that proceeds infestation.

**What happens during EAB infestation?**

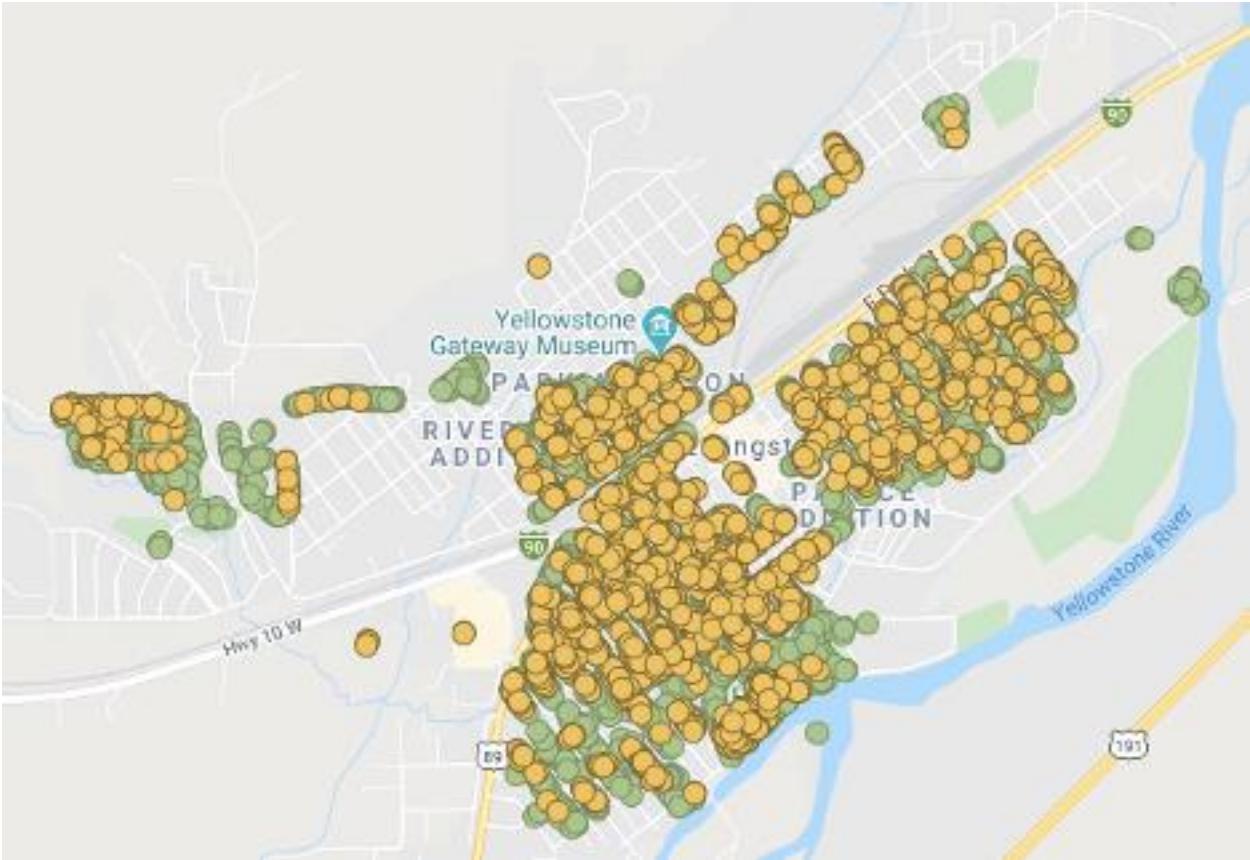
Infestation in other cities has demonstrated that EAB, if not treated, will kill all or nearly all ash trees. Infestation follows a pattern that has been called the "death curve." After a dormancy of a few years, EAB begins to kill trees rapidly, sometimes killing all untreated ash trees in an areas within 4-5 years.

**What's at risk in Livingston?**

According to Livingston's most recent tree inventory in 2014, there are 1,770 green ash trees on city property. Ash account for 46% of the 3,380 inventoried public trees, which include boulevard trees. Of the city's 2,504 boulevard trees, 1,490, or 59%, are ash. The remaining 280 public ash trees are found in city parks such as Sacajawea Park. Ash also make up a large fraction of uninventoried trees on private property within the city.

EAB-killed would be a public hazard demanding the City's attention. City arborists in EAB-stricken areas describe the brittleness of ash trees killed by EAB. Ash are among the oldest and largest of Livingston's trees, with limbs weighing hundreds of pounds. Combined with Livingston's heavy winds, EAB-killed boulevard trees would pose a significant danger to pedestrians, cars and homes.

The long-term risk to Livingston involves the loss of benefits provided by mature public trees. According to Livingston's 2015 tree plan, each public tree contributes an average annual benefit of \$152 in terms of energy savings, carbon dioxide sequestration, improved air quality, stormwater reduction and amenity property values. Boulevard trees are valued even higher, at \$166. Therefore, losing Livingston's 1,770 public ash trees would amount to losing benefits valued at \$269,000 per year — millions of dollars in accumulated losses in the years following an EAB outbreak.



Ash trees in Livingston (highlighted yellow).

**What can be done to prevent EAB from killing ash trees?**

Insecticides have been demonstrated to be very effective against EAB. There are different insecticides and applications. A widely recommended treatment involves injecting emamectin benzoate into the tree at multiple points around the tree's base. This method is nearly 100% effective at protecting the tree for 2-3 years. The treatment is typically repeated every two years at a cost of \$50. Only licensed pesticide applicators can apply this treatment.

**What happens if ash trees aren't treated during an EAB infestation?**

Ash trees killed by EAB would have to be cut down and disposed of at a cost of \$600 or more. Keeping pace with the rapid death of ash trees would create a major management challenge for the City, as would quarantining infected wood. Not treating infested public trees also puts private ash trees at greater risk.

**What can Livingston do before EAB arrives?**

Besides outlining a response plan, Livingston can prepare for EAB by fostering greater diversity in its urban forest. This could include planting new trees in open planting sites as well as removing undesirable ash trees and replanting with a variety of non-ash species.

**File Attachments for Item:**

**RESOLUTION NO. 4899: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE BARGAINING AGREEMENT WITH THE MONTANA PUBLIC EMPLOYEES ASSOCIATION FOR LIVINGSTON POLICE DEPARTMENT UNIT FOR the FISCAL YEAR 2021-2024.**

**RESOLUTION NO. 4899**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE BARGAINING AGREEMENT WITH THE MONTANA PUBLIC EMPLOYEES ASSOCIATION FOR LIVINGSTON POLICE DEPARTMENT UNIT FOR FISCAL YEAR 2021-2024.**

\*\*\*\*\*

**WHEREAS,** the City of Livingston and the Montana Public Employees Association Livingston Police Unit have entered into the collective bargaining process; and

**WHEREAS,** following the collective bargaining process, the parties devised the Collective Bargaining Agreement attached hereto and incorporated herein as Exhibit A, which documents sets for the terms and conditions for employment for Fiscal Years 2021-2024; and

**WHEREAS,** the Livingston Police Unit has approved the Collective Bargaining Agreement attached hereto as Exhibit A; and

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

That the City Manager is hereby authorized to enter into and execute the Collective Bargaining Agreement with the Montana Public Employees Association- Livingston Police Unit for Fiscal Years 2021 through 2024, which agreement is attached hereto as Exhibit A.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of June, 2020.

\_\_\_\_\_  
**DOREL HOGLUND, CHAIR**

**ATTEST:**

**APPROVED TO AS FORM:**

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**FAITH KINNICK**  
**Recording Secretary**

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**COURTNEY LAWELLIN**  
**City Attorney**

RESOLUTION NO. 4899  
AUTHORIZING THE COLLECTIVE BARGAINING AGREEMENT WITH MONTANA PUBLIC EMPLOYEES  
ASSOCIATION LIVINGSTON POLICE UNIT FOR FISCAL YEARS 2021-2024.

**Collective Bargaining Agreement**  
**Between**  
**The City of Livingston**  
**And**  
**Montana Federation of Public Employees**  
**Livingston Police Unit**  
  
**July 1, 2020 – June 30, 2024**



**Table of Contents**

<b>Preamble</b>	<b>3</b>
<b>Article 1 – Recognition</b>	<b>3</b>
<b>Article 2 – Union Security and Dues</b>	<b>3</b>
<b>Article 3 – Non-Discrimination</b>	<b>3</b>
<b>Article 4 – Working Conditions</b>	<b>4</b>
<b>Article 5 – Holidays</b>	<b>7</b>
<b>Article 6 – Leaves</b>	<b>7</b>
<b>Article 7 – Health, Safety and Welfare</b>	<b>11</b>
<b>Article 8 – Overtime and Call-out</b>	<b>12</b>
<b>Article 9 – Policies and Procedures, Rules and Regulations</b>	<b>14</b>
<b>Article 10 – Management Rights</b>	<b>15</b>
<b>Article 10 – Seniority</b>	<b>15</b>
<b>Article 12 – Discipline</b>	<b>16</b>
<b>Article 13 – Grievance Procedure</b>	<b>19</b>
<b>Article 14 – Job Posting</b>	<b>20</b>
<b>Article 15 – Compensation</b>	<b>20</b>
<b>Article 16 – Wages, Certification, etc.</b>	<b>22</b>
<b>Article 17 – Health and Wellness</b>	<b>25</b>
<b>Article 18 – Residency</b>	<b>27</b>
<b>Article 19 – No Strike, No Lockout</b>	<b>27</b>
<b>Article 20 – Savings Clause</b>	<b>27</b>
<b>Article 21 – Terms of Agreement</b>	<b>27</b>
<b>Signature Page</b>	<b>28</b>
<b>Addendums</b>	
<b>Addendum A – Wage Schedule</b>	<b>29</b>
<b>Addendum B – Discipline Guide</b>	<b>30</b>

**PREAMBLE**

This Agreement, made and entered into this \_\_\_\_day of \_\_\_\_\_, 2020, by and between the CITY OF LIVINGSTON, hereinafter referred to as the Employer, and the Montana a Federation of Public Employees Livingston Police Unit (MFPE), hereinafter referred to as the Association. In consideration of the mutual covenants herein set forth, the Employer and the Association agree and shall be bound as follows:

**ARTICLE 1. – RECOGNITION**

The City of Livingston recognizes the Association as the exclusive representative for collective bargaining purposes for all full time and part time employees consisting of the Sergeants, Police Investigators, Patrol Officers, Probationary Patrol Officers, Supervising Communications Officers, and Communications Officers employed by the City of Livingston, Montana Police Department excluding the Chief of Police, Assistant Chief of Police, and Communications Technical Advisor.

Part time employees will not be hired to replace the 6 full time Communications Officer positions.

**ARTICLE 2. - UNION SECURITY AND DUES**

Upon written authorization of any employee of the Employer and who is covered by this written agreement, the Employer shall deduct from the pay of the employee the monthly amount of dues as certified by MFPE and forward the aggregate amount to MFPE. The Association will indemnify, defend and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney’s fees and costs of defense thereof, on account of any provision of this Article.

The Employer agrees that each paycheck shall contain an explanation of all deductions.

It will be the responsibility of the Employer to inform that Association of any addition or change in status on an employee. This information will be made available to the Association immediately after the change occurs in writing as to when the change occurred.

**ARTICLE 3. – NON-DISCRIMINATION**

The Employer agrees not to discriminate against any employee for his activity on behalf of, or membership in, the Association. The Employer and the Association agree that there shall be no unlawful discrimination against any employee because of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, familial status, political belief, or mental /physical disability (as defined by the Americans with Disabilities Act, i.e. ADA), unless such disability effectively prevents the performance of the essential duties required of the position which are bona fide occupational qualifications that cannot be accommodated without undue hardship to the City.

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

**ARTICLE 4. – WORKING CONDITIONS**

A. Workday – Workweek – Shift Rotation

1. Workday – A scheduled workday for patrol officers or detectives shall not exceed ten (10) hours of work in any twenty-four (24) hour period. A scheduled workday for sergeants shall not exceed eight (8) hours of work in any twenty-four (24) hour period. A scheduled workday for communications officers shall not exceed eight (8) hours in any twenty-four (24) hour period.
2. Workweek – The workweek shall be a fixed and regular recurring seven (7) day period. In accordance with the City Policy Manual, the workweek is agreed to run from Sunday (0000 hours) through Saturday (2400 hours). The City reserves the right to modify the workweek, as necessary, with at least 30 days notice to the Association.
3. For communications officers and sergeants, an employee’s work period shall consist of a regularly recurring five (5) consecutive days of employment followed by two (2) consecutive days off. Regular part time communications officers will receive two (2) consecutive days off each workweek.
4. For patrol officers, an employee’s work period shall consist of a regularly recurring four (4) consecutive days of employment followed by three (3) consecutive days off.
5. The School Resource Officer (SRO) will work five (5) eight (8) hour shifts during the school year, Monday through Friday. The SRO’s schedule may be modified by the employer, in compliance with any contractual agreement with the school district, in the event of an emergency situation or to address unforeseen staffing shortages within the department. During the summer months, and times when school is not in session, the SRO will work regular patrol shifts as assigned by management.
6. Except in emergency situations, employees will not be required to work over fourteen (14) consecutive hours and will be guaranteed at least eight (8) hours off, other than training, court, or call out in the event of an emergency. This limitation may be waived by mutual consent between the employee and management.
7. Patrol Officers are guaranteed rotation of shifts approximately every sixty (60) days, to coincide with the beginning of each odd month of the year; that is, shift rotations will occur in the first week of January, March, May, July, September, and November. Shifts are defined

as: 7:00 a.m. – 5:00 p.m., 5:00 p.m. – 3:00 a.m., and 9:00 p.m. – 7:00 a.m. Additional shifts may be added as personnel and departmental needs change. The Association and the Employer agree that the Employer can modify shifts in response to a departmental need.

- 8. Sergeant’s shifts are defined as: 7:00 a.m. – 3:00 p.m., 3:00 p.m. – 11:00 p.m., and 11:00 p.m. – 7:00 a.m., beginning each Monday at 7:00 a.m. through Saturday at 7:00 a.m.
- 9. Normal rotation for patrol officers and sergeants will be forward; that is, to the next occurring shift in the duty day.
- 10. The department will attempt to appoint and schedule a day shift detective, contingent upon adequate staffing levels and departmental needs. The day shift detective will normally work the scheduled hours of 8:00 a.m. – 4:00 p.m., Monday through Friday, with ability to flex hours as needed to perform duties. A Detective may be assigned patrol duties as necessary to fill vacant shifts or to accommodate staffing shortages.
- 11. Any abnormal changes which are to be made must be made in writing notifying the affected employee(s) within a reasonable time period, except in the case of an emergency.
- 12. The above shifts may be restructured by mutual consent of both of the parties.
- 13. Employees will be allowed to trade shifts as long as both parties agree and by approval of management. To maintain proper supervision, patrol officers may not trade shifts with sergeants if the trade will result in more than one sergeant working the same shift, leaving another shift without a sergeant on duty. In no event shall the City of Livingston be responsible for the payment of additional overtime or other premium pay incurred by any employee as a result of the shift trade. Employees shall be paid for the hours they are scheduled to work, including holiday or premium pay. Employees trading shifts for one (1) full consecutive work week or longer will be paid for the hours they actually work, including any premium pay.
- 14. Management hereby agrees that it will, subject to Management’s budget and operational constraints, reasonably attempt to have no less than two patrol officers on duty at all times, particularly during the hours of 7:00 p.m. and 3:00 a.m. and during times where certain community events or other activities may contribute to the need for more than one officer.
- 15. Management hereby agrees that it will, subject to Management’s budget and operational constraints, reasonably attempt to have no less than two dispatchers on duty at all times, particularly during the hours of 10:00 a.m. and 2:00 a.m. and during times where certain community events or other activities may contribute to the need for more than one dispatcher.
- 16. Dispatch shifts shall be bid by seniority.

B. Association Privileges.

1. The Association shall be allowed the use of the facilities of the Employer for meetings when such facilities are available and the meeting would not interfere with the business of the Employer.
2. Authorized Representatives of the Association will be allowed to visit the work area of employees during working hours, with the approval of the Shift Supervisor, and confer on employment related matters to the extent that such visits do not unduly disrupt the work activities of the Department.
3. The Employer shall provide reasonable bulletin board space for the use of the Association in communicating non-political matters with its members with the exception of internal union election notices.
4. PARKING SPACES: Evening and Night Communications Officers shall be provided with a specifically designated parking place in the lot on the south side of the City County building. Said space is to facilitate the safety and well being of the Communications Officers after the hours of darkness.
5. All employee personnel files will be kept confidential and in accordance with the City of Livingston Policy and Procedures Manual. Employees retain the right to examine their personnel file during normal office hours.
6. The canine officer is assigned a specially equipped take home patrol vehicle that may be used for official business, including traveling to and from authorized training and transporting the police canine as authorized by the Chief of Police.

In addition the Employer will provide compensation for any actual and real costs associated with the boarding of the canine during vacation taken by the designated Canine Officer or for any required travel or official business during which it would be inappropriate for the canine to accompany the officer.

7. When the canine is retired, at the end of its effective working life, as determined by the Chief, or his/her designee, the City must offer the canine to its handler for one dollar (\$1.00). If the handler/officer purchases the canine, that handler / officer assumes all responsibility and expenses for the canine from the point of purchase forward. If an officer ceases to be a canine handler (voluntary or otherwise) during the effective working life of the canine, the Chief or his/her designee, will determine the disposition of the canine.

**ARTICLE 5. – HOLIDAYS**

- A. Full time employees, except Sergeants, will be compensated at the rate of eight (8) hours pay at their basic hourly wage for all herein specified holidays. Regular part time employees will receive

prorated holiday pay based on the number of regularly scheduled work hours. This holiday compensation will be reflected in the employees' base pay and is considered part of their base salary as specified in Addendum "A" of this agreement.

B. The following days will be recognized as compensated holidays:

- New Year's Day – January 1
- Martin Luther King Day – third Monday in January
- President's Day – third Monday in February
- Memorial Day – last Monday in May
- Independence Day – July 4
- Labor Day – first Monday in September
- Columbus Day – second Monday in October
- Veteran's Day – November 11
- Thanksgiving Day – fourth Thursday in November
- Christmas Eve (Sergeants only)
- Christmas Day – December 25
- Employee's birthday (Except Sergeants)
- State General Election Day (when applicable)

C. If an employee, other than a Sergeant, whose birthday falls on a holiday, has to work on that holiday, the employee shall receive an extra day off as compensation. The day off will be mutually agreed upon by the employee and management. For purposes of pay, the holiday will be treated as one.

D. All employees will be paid an additional straight time pay at their regular hourly wage, in addition to their regular base salary, for all hours actually worked on a holiday. All employees will be paid at two times their regular hourly wage, in addition to their base salary, for overtime hours worked on a holiday. For the purposes of this section, holiday work hours shall begin at 12:01 a.m. and end at 12:00 a.m. (midnight) 24 hours later. Example: An employee who works from 1700 hours on Christmas Day until 0300 hours on December 26<sup>th</sup> as part of their regular 40-hour work week will be compensated for 7 hours additional holiday pay in addition to their regular wage.

E. In lieu of holiday pay, Sergeants will receive paid days off for all designated holidays.

**ARTICLE 6. – LEAVES**

A. Annual Leave

1. All full-time employees shall earn paid vacation as follows:

	<u>Work day credit</u> <u>per month</u>	<u>Work day credit</u> <u>per year</u>
1 day through 10 years:	1¼	15

*This is the first day of employment through the completion of 10 years of employment with the City.*

	<u>Work day credit per month</u>	<u>Work day credit per year</u>
11 years through 15 years:	1½	18

*This is the beginning of the 11<sup>th</sup> year of employment (10 years and First day) through the completion of 15 years of employment with the City.*

	<u>Work day credit per month</u>	<u>Work day credit per year</u>
16 years through 20 years:	1¾	21

*This is the beginning of the 16<sup>th</sup> year of employment (15 years and first day) through the completion of 20 years of employment with the City.*

	<u>Work day credit per month</u>	<u>Work day credit per year</u>
21 years and over:	2	24

*This is the beginning of the 21<sup>st</sup> year of employment (20 years and first day) and over.*

2. A regular part time employee is entitled to prorated vacation benefits after working the qualifying period of six months. A temporary employee does not earn vacation leave credits.
3. Vacation credits may not be accrued to a total exceeding two times the maximum number of days earnable annually at the end of any calendar year. Any accumulation of annual vacation leave in excess of this total at the end of the calendar year must be used in the first ninety (90) days of the next calendar year or be forfeited. Employees terminating employment with the city will receive compensation for the unused vacation leave accrued provided the probationary period has been completed. Compensation for unused vacation will be paid at the present rate of pay, not including overtime.
4. Vacations must be approved by the Supervisor and the Department Head and should be scheduled as soon as possible in the calendar year and entered on the Department vacation calendar. Vacation requests may be denied due to lack of available staffing to cover scheduled shifts, lack of adequate supervision, or other situations where approval would adversely impact operations of the department.

B. Sick Leave

1. All regular full-time employees earn sick leave from the first day of employment; however, they are not entitled to use paid sick leave until they have been employed continuously for the qualifying period of 90 days. Employees who are sick before they finish the qualifying period may ask their supervisor to grant paid sick leave with the understanding that their leave balance will be affected if their employment is terminated before completing the qualifying period.

Employees may use sick leave for personal illness or physical incapacity, sickness of immediate family member, or death in the immediate family of the employee (refer to bereavement leave). Immediate family is defined as the employee's spouse, any member of the employee's house hold, or any parent, child, grandparent, or grandchild, and corresponding step or in-law relationships. Sick leave benefits shall apply to bona fide cases of sickness, accidents, doctor or dental appointments, maternity/paternity leave, and requests for the employees' presence due to immediate relatives' illness or emergency. Falsification of illness or injury, or abuse of sick leave may result in disciplinary action.

2. Full time employees will be credited with one (1) day per month (8 hours) up to twelve (12) working days per year (96 hours) for sick leave at regular pay. Part time employees receive pro-rated sick leave credit. For calculating sick leave, 2,080 hours (52 weeks X 40 hours) equals one year. Sick leave must be credited at the end of each pay period. Employees may not accrue sick leave while in a leave-without-pay status. There are no restrictions as to the number of hours of sick leave credits that may be accumulated after the qualifying period of 90 continuous days employment has been satisfied.
3. A diagnosis of sickness from a qualified doctor must be submitted to the Department Head and attached to the employee's time sheet for any sick leave in excess of three (3) continuous working days, or at such other times as directed by the City in advance to the employee. At the City's request and expense, an employee may be subject to an examination by a physician following a sick leave or other absence occasioned by illness or injury to ensure the employee can complete the necessary functions of the position. A statement by a licensed physician may also be required to certify that the illness of a family member requires the immediate personal supervision of the employee.
4. Sick leave utilized due to illness or death in an employee's immediate family is limited to five working days.
5. An employee who uses all accumulated sick leave and vacation leave hours on an extended illness will be placed on a leave of absence without pay to hold their job. During a leave of absence of more than fifteen (15) days, no benefits are accumulated or allowed and the employee is responsible for the cost of insurance premiums during any period where no salary or benefits are due. Family and Medical Leave Act (FMLA) may apply.



- 6. There shall be no duplication of benefits i.e.: sick leave, workers compensation payments, vacation, etc. for the same hours. Sick leave records for all employees will be kept in the Office of the Personnel/Payroll Clerk.
- 7. Sick leave must be taken in minimum increments of one-quarter hour. Prior to using sick leave, an employee MUST inform his/her Department Head or supervisor as soon as practical, but not less than one hour before they are required to report to work. The employee must complete a standard request form and submit it to their Department Head for approval upon his return. The employee must receive advance approval for medical, dental or eye appointments. Absences improperly requested or charged to sick leave may, at the City's discretion, be charged to leave without pay. Vacation leave may be used at the mutual approval of the employee and the City in lieu of sick leave if the employee chooses.
- 8. An employee who has passed their probationary period, and separates from the City, shall be entitled, upon termination, to cash compensation pay-out for unused leave equal to one-fourth of the accumulated sick leave. The payout will be based upon the employee's salary at time of termination.

C. Funeral Leave

- 1. Upon the death of a member of the employee's immediate family, full time employees shall receive up to five (5) working days (not to exceed 40 working hours) funeral leave within a seven (7) calendar day period. All funeral leave consists of full pay, not to be counted against the employee's vacation or sick leave. Immediate family shall include: Spouses, partners, ex-spouses where minor children are in the custody of the surviving spouse, children, fathers, mothers, grandparents, brothers, sisters, step parents, step siblings, and the corresponding "in-law" relationships.
- 2. Regular part time employees will receive the same funeral leave benefits as regular full-time employees.

D. Other Leaves of Absence

Military Leave, Maternity Leave, Paternity Leave, Leaves without Pay, Family and Medical Leave, and other leaves of absences will be granted in accordance with the City Policy and Procedures Manual and applicable State and Federal Laws.

E. Jury Duty

Each full time and part time employee is encouraged to fulfill his/her public responsibility to serve on Jury Duty. The City will compensate eligible employees in accordance with the provisions of State Law for the service as a juror or a subpoenaed witness.

**ARTICLE 7. – HEALTH, SAFETY AND WELFARE**

- A. The health and safety of the employees shall be reasonably protected while in the service of the Employer. The Employer shall carry Workers Compensation on its employees. Employees are required to immediately report all personal injuries received in the course of employment, or as soon as the injury becomes apparent, except where an employee is unable to report.
  
- B. Industrial Accident/a.k.a. Workers’ Compensation: Any employee who is injured in the performance of his duties, so as to necessitate medical or other remedial treatment and render him unable to perform his duties shall be paid by the City the difference between his full salary and the amount he receives from workers’ compensation until his disability has ceased, as determined by workers’ compensation, or for a period not to exceed one (1) year, whichever shall first occur. Payment of such a partial salary shall be discontinued if the officer is disabled for an undetermined duration and is granted a disability retirement allowance. If an application for such a retirement allowance is not made by the officer, application therefore may be made by the City Manager. If the City Manager makes such application, it must be supported by a physician’s Opinion. Whenever, in the opinion of the City, supported by a physician’s opinion, the officer is able to perform specified types of temporary light duty, in accordance with City policy, payment of his regular partial salary amount shall be discontinued if he refuses to perform such temporary light duty when it is available and offered to him.
  
- C. False Arrest Insurance  
The Employer agrees to provide a false arrest insurance plan.
  
- D. Medical Examinations/Health Screening  
Employees may, at their option, undergo a routine wellness screening as determined by the City and by a health care provider of the City’s choosing. The city will determine the type of screening, frequency, and location. Employees will receive advance notice of the date and time, and, once notified shall make reasonable accommodation to participate. For employees covered by City group health insurance, the City will pay the deductible, or co-payment portion of those costs directly attributable to the approved medical examination or screening. If the employee is not in the City Health Insurance group, then the City will pay the entire cost of the physical.
  
- E. Job safety hazards will immediately be brought before a supervisor or the department head for their review and correction. He/she will take action to correct the hazard within a reasonable time. Miscellaneous items that can be corrected by the employee will remain their responsibility to do so.
  
- F. Communications Officers workstation chairs will be replaced at a rate of one (1) per fiscal year.

**ARTICLE 8. – OVERTIME AND CALL-OUT**

- A. Overtime

1. Overtime will be scheduled and/or assigned to fill vacant shifts, provide adequate staffing or otherwise meet operational needs. Management reserves the right to adjust regularly scheduled shifts to start and end earlier or later to accommodate a shift vacancy. Example: A 2100-0700 hours shift may be adjusted to 1900-0500.
  2. Overtime hours will be posted on the respective department bulletin board if the hours become available at least 72 hours in advance. All eligible employees may sign up for posted overtime hours. If more than one (1) employee applies, seniority will prevail (employees will not be allowed to work over 14 consecutive hours or have less than 8 consecutive hours time off). If nobody signs up prior to 72 hours before the shift, the overtime will be assigned in reverse order of seniority (The least senior employee who is scheduled off that day). This person will be listed on the overtime sign-up sheet and be assigned to work unless someone else signs up. For Dispatch, if no one signs up for the open shift, it will be split in half between the Communication Officer on the shift immediately preceding the open shift and the Communication Officer immediately following the open shift.
  3. Overtime that becomes available within 72 hours of the scheduled time to be worked will be offered on a seniority basis, giving preference to the employee with the most seniority who volunteers to work the entire number of hours. If nobody volunteers to work, the shift will be assigned to the least senior employee who is scheduled for that day off. For Dispatch, if no one signs up for the open shift, it will be split in half between the Communication Officer on the shift immediately preceding the open shift and the Communication Officer immediately following the open shift.
  4. If nobody volunteers to work an entire shift, the hours may be split as agreed upon by eligible employees and with seniority prevailing.
  5. Overtime hours that are 4 hours or less may be assigned to employees whose shifts are in conjunction with the overtime hours if nobody volunteers to work.
  6. Pre-approved vacations or other absences may be taken into consideration when assigning overtime to the least senior employee.
- B. All hours worked, including Sick and Vacation time (used in place of regular work hours), over 40 hours will be paid at time and a half (1 ½), provided that the hours have not already been paid at time and a half (1 ½). Hours will only be counted once; no hours will be double counted. This section applies to all employees of the department – full and part time.
- C. "Work week" is defined as a seven (7) consecutive calendar day period beginning at 0000 hours on Sunday and ending at 2400 hours the following Saturday.
- D. All call-out time, a minimum of two (2) hours or actual hours worked, whichever is greater, will be paid at time and a half (1 ½). The call-out hours shall be counted as overtime hours and not as part of the 40-hour work week specified in Article V, section (A)(2). Call out time is considered an

unscheduled request to report to duty, with less than 4 hours notification, and not coinciding with previously scheduled work times.

E. Association employees shall receive a minimum of three (3) hours for Court Call outside of the work shift, except for Court Call hours worked within one hour preceding or following previously scheduled work hours. These will be counted as a minimum of one hour, or the actual time spent. Court Call hours will be counted as hours worked toward the 40-hour work week specified in Article V, section (A)(2).

F. Training Pay – ALL EMPLOYEES

1. If the City requires an employee to attend training or educational programs, the City will pay all costs pertaining to the training or educational program. Attendance at mandatory training sessions and out of town travel time will be considered time worked and count toward the 40-hour work week. Travel time to and from local training sessions is not considered time worked. The City may adjust the employees weekly work schedule, such as providing alternate days off, if training time will result in an employee accumulating over 40 hours in a work week.
2. If an employee desires to voluntarily attend training, they shall submit a written request to attend training to the department head, or their designee, describing the content, schedule, location, costs and reasons for the training. Request shall be granted on an individual basis, based on the benefits for the department and the employee, and considering budgetary allowances. Voluntary training time, including travel time, shall not be considered time worked. The City may provide an alternate day(s) off if an employee attends approved training on their day(s) off. In the event the request is denied, and the employee chooses to pay for their own training, the employee must receive authorization to be absent from work if the training is during work hours.
3. While an employee is attending the MLEA Basic Course, the employee will be compensated at the regular rate of pay, with all other employment benefits, for 40 hours in a workweek. An employee will not be paid for time spent during training over 40 hours in a workweek.

G. Continuing Education Reimbursement

1. The City of Livingston encourages employees to continue their education. The City agrees to reimburse an employee 50% of tuition costs and 100% of book costs upon the successful completion of an approved planned program directed toward a job-related degree. To be eligible to participate in the reimbursement program, employees must agree to a planned program of courses leading to a job-related degree and receive prior written approval from the department head and the City Manager. Once their plan has been accepted by the City, employees need only to submit individual course enrollment to the department head for approval. Reimbursement will be made following the successful completion of each semester's courses and submission of grades and receipts.

2. For budgeting purposes, all requests shall be submitted to the department head no later than April 1<sup>st</sup> of any year. Approval will be granted pending budget limitations.
3. All course books and materials shall become property of the City of Livingston. Any books not desirable to the City shall be sold back to the College Book Store with the funds being returned to the City or may be purchased from the City by the employee for an amount equal to what the College Book Store would have paid.
4. Course attendance is considered voluntary and outside the regular work schedule. The City of Livingston will not compensate an employee for time spent in class, study, projects or any additional time an employee may direct toward the completion of the course. An employee's time involved in course studies will not count toward premium pay, holiday pay or overtime.
5. Communications Officers shall complete a guaranteed minimum of 40 hours of POST certified training annually at the expense of the City to enhance professional skill sets. This training may be completed in class, online or by other means approved. The Communications Officers' training budget shall be increased from \$3000 to \$4000. An additional \$2000 will be allocated by City for training travel.

**ARTICLE 9. – POLICIES AND PROCEDURES, RULES AND REGULATIONS**

The Employer agrees to furnish each employee here under with a copy of the City Policy and Procedures Manual, Departmental Policy and Procedure Manual, Rules and Regulations and other policies of employment, and agrees to furnish each employee with a copy of any changes. Association employees hereby adopt the City of Livingston Personnel Policy and Procedures Manual in effect July 2015, including the Alcohol and Controlled Substance Use and Testing, and subsequent revisions, and agree to comply with all provisions that do not conflict with this agreement. The Association agrees to appoint a representative to the City Policy and procedures Review Committee to review the manual and forward recommendations to the City Manager for approval.

**ARTICLE 10. – MANAGEMENT RIGHTS**

- A. The City and its management retains all rights to manage and operate its organization. Such rights shall include such areas as, but not be limited to:
  - Direct employees
  - Hire, promote, transfer, assign, and retain employees;
  - Relieve employees from duties because of lack of work, or funds or under conditions where continuation of such work would be inefficient and nonproductive;
  - Maintain the efficiency of government operations;

- Determine the methods, means, job classifications and personnel by which government operations are to be conducted;
- Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- Establish the methods and processes by which work is performed. These rights shall not abrogate the terms of this agreement set forth in other Articles.

B. The employer shall have one (1) year from the date of hire or appointment of either a civilian or uniformed law enforcement employee to determine competency. If an employee transitions from a Civilian to a Police Officer position, and additional one (1) year probationary period will apply to determine competency. If an employee uses one week (5 consecutive days) or more of sick leave, worker’s compensation, light duty or leave without pay, the probationary period will be extended by that length of time. The City Manager or their designee may dismiss a probationary employee without cause during such probationary period. After the probationary period, employees shall only be terminated for cause or for reduction in force.

C. In order to accommodate a reasonable amount of training, management may alter the canine handler’s work hours or work schedule as necessary, and as scheduling allows, to allow flexible and variable canine training hours that are required to maintain working proficiency. Authorized training hours will be documented by the canine handler and are considered part of the 40-hour work week. Unless specifically authorized ahead of time, additional training time is considered voluntary. The canine handler agrees to attend an annual refresher training and recertification course with an approved nationally accredited K9 Certifying organization to maintain certification in patrol related and special purpose areas. This refresher training and recertification will be considered mandatory training, with the City paying wages and expenses in accordance with Article IX, Section C of this agreement.

**ARTICLE 11. – SENIORITY**

A. There shall be 2 (two) seniority lists, one for each work area – (1) Sworn Officers (authority to arrest) and (2) Non-sworn employees, Communications enforcement. The list shall be posted on the bulletin board and revised as necessary.

B. Employees shall have the right to protect their seniority designations if they believe an error has been made.

C. Part time employees will earn seniority based upon .5 FTE per year.

D. Lay-offs caused by reduction in force shall be in order of seniority within the work area within the respective Department; that is, the employee last hired shall be the first released. Full time and part-time employees who are scheduled to be released shall be given at least ten (10) working days notice. All recalls to employment shall likewise be in order of seniority within the work area within the respective Department; that is, the last employee released as a result of reduction in force shall

be the first rehired. The Employer shall notify such employees to return to work and shall furnish the Association Secretary a copy of such notices. If the employee fails to notify the Employer within ten (10) working days of his/her intention to return to work, the employee shall be considered as having forfeited his/her right to re-employment.

Employees who terminate their services or are terminated by the City will be furnished upon request a letter stating their classification, length of service and reason for leaving or termination.

**ARTICLE 12. – DISCIPLINE**

- A. Upon suspected violation of federal, state or local laws, City policies or procedures, employee conduct/behavior/performance standards, or department policies, procedures or rules and regulations, the employee may be subject to disciplinary action. Discipline will be for good cause. A discipline guide was mutually developed and agreed upon during the 2015 negotiation process.
- B. Procedure
  - 1. Allegations of wrong-doing shall be investigated by the department head, or his/her designee, such as a supervisor, or as directed by the City Manager.
  - 2. As determined during the investigative process, the employee will be advised of the allegation and shall be given an opportunity to voluntarily respond orally or in writing.
  - 3. If an investigative interview is requested, the employee will be notified in writing of the time and location. They will be given reasonable advance notice and informed in writing of the suspected violation and in general terms what the interview will be regarding. The City may compel employees to answer questions. Refusing to answer questions upon demand is considered insubordination and will subject an employee to disciplinary action up to and including termination. Investigative interviews will be audio recorded.
  - 4. In situations where disciplinary action may be taken, employees have the right to request an attendee of their choosing (ie. Union representative, co-worker, attorney) to be present during any interview. The attendee is permitted to clarify questions being asked to the employee and give advice to the employee, but they cannot bargain with the City, answer questions for the employee, prevent the employee from answering questions, advise the employee to give false or misleading answers, or otherwise interfere with or disrupt the investigation.
  - 5. Employees are afforded protection under the "Garrity Rule," in which compelled statements made to the City under threat of disciplinary action, and pursuant to an internal investigation, will be used for internal purposes only and will not be used against the employee as part of any criminal investigation.
  - 6. Upon completion of the investigation, the department head and/or their designee will notify the employee in writing that the investigation has been completed and scheduling a time and



place to meet for the purpose of discussing the investigative findings and to give the employee an opportunity to provide any additional or clarifying information.

- 7. During a follow-up meeting with the department head and/or their designee the employee will be provided written notice of the findings, to include specific disciplinary action, if any. The employee will sign the document as proof of receipt and a copy will be provided to them.
- 8. If an employee disagrees with a specific instance of discipline or termination action, the employee has the right to add a rebuttal letter to the documentation placed in the personnel file for the corresponding disciplinary action. The rebuttal letter must be received by the city within ten (10) working days of the final disciplinary action. The rebuttal will be placed in the personnel file with no additional comment, investigation, or removal of objected materials by the City. Lack of review and/or comment regarding a rebuttal by the City does not indicate agreement with its contents.
- 9. At any time during the investigation, the employee may be placed on paid administrative leave. This shall not be considered a disciplinary action.

C. If discipline is warranted, it will be rendered in one of the following forms:

1. **Verbal Counseling**

The City Manager and/or designee will meet with the employee and explain the problem and the necessary corrective action. The City Manager and/or designee will also outline the time period in which the employee must correct the problem and the consequences should the employee not comply. This meeting and the issues discussed will be documented in writing as a record of verbal counseling on a standard form provided by the City. The employee and the City Manager and/or designee will sign the record of verbal counseling, which attests that the meeting took place, the employee understood the problem, and the corrective action required.

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

2. **Written Reprimand**

The City Manager and/or their designee will document the problem in the form of a written reprimand. They will meet with the employee, present the letter, and explain the problem. During the meeting they will clarify the necessary corrective action, the time period to comply, and the consequences should the employee not satisfactorily complete the necessary action. The letter to the employee will clarify that the employee is receiving a written reprimand as part of the formal disciplinary procedure. A copy of the written reprimand must be signed by the employee that attests the employee participated in the meeting, understood the problem and the corrective action required, and received the written reprimand. A copy of the written reprimand will be given to the employee and a copy placed in the employee's personnel file.

3. **Suspension (without pay)**

The City Manager and/or their designee will document the problem in a letter to the employee and indicate that the employee is being suspended without pay. They will meet with the employee, present the letter, explain the problem and inform the employee of the severity of the discipline. During the meeting they will clarify the necessary corrective action, the time period to comply, and the consequences should the employee not do the necessary action. The letter to the employee will clarify the effective dates of the suspension, the date that the employee is to return to work and the work schedule. A copy of the letter must be signed by the employee that attests the employee participated in the meeting, understood the problem and the corrective action required, and that the form of discipline was suspension. A copy of the letter will be given to the employee and a copy placed in the employee's personnel file.

4. **Demotion – Loss of Duty**

The City Manager and/or their designee will document the problem in a letter to the employee and indicate the specific conditions of the demotion to include modified job duties and compensation, as warranted. They will meet with the employee, present the letter, explain the problem and inform the employee of the severity of the discipline received. During the meeting, they will clarify the necessary corrective action, the time period to comply and the consequences should the employee not do the necessary action. They will determine if the demotion is a temporary disciplinary measure or a permanent job modification. In the event the demotion is a permanent job modification, the employee's job description will be updated to reflect such. A copy of the letter must be signed by the employee that attests the employee participated in the meeting, understood the problem and the corrective action required and that the form of discipline was a temporary or permanent demotion and loss of job duties/responsibilities. The payroll clerk will be notified of the employee's modified job classification. A copy of the written documentation will be given to the employee and a copy placed in the employee's personnel file.

5. **Termination**

If the appropriate disciplinary action is termination, a letter to the employee will document the problem and summarize the results of the investigation. The letter will detail the effective cause and date of termination. The letter shall also include a copy of the appropriate Grievance Procedure Policies advising the employee of their right to use the procedures.

- D. If the employee doesn't agree that the discipline was warranted or if they consider the disciplinary action inappropriate, the employee may follow the collective bargaining grievance procedure or applicable law.

**ARTICLE 13. – GRIEVANCE PROCEDURE**

- A. It is the intent of the City to encourage employees to bring to the attention of management their complaints about work related situations and to communicate their concerns or complaints. If a complaint is unresolved, this formal grievance procedure is provided to appeal any decision by management.
- B. A grievance is defined as an employee's expressed feeling of dissatisfaction concerning conditions of employment or treatment by management, supervisors or other employees. An employee will initially attempt to resolve the grievance informally with the immediate Supervisor.
- C. For the purpose of this article, 'working days' are defined as Monday through Friday excluding holidays.

STEP I – When an employee cannot resolve the grievance informally, the employee should bring the matter formally, in writing to the immediate Supervisor, within ten (10) of the event giving rise to the grievance, or of the time the employee could reasonably expect to have knowledge of the event. The immediate Supervisor will give a written response within ten (10) working days.

STEP II – If the employee is not satisfied with the Supervisor's response, or the Supervisor fails to respond within ten (10) working days, the employee may appeal in writing to the department head within ten (10) working days of the Supervisor's decision or failure to respond. The department head will review the grievance with the employee and Supervisor and issue a decision within ten (10) working days.

STEP III – If the employee is not satisfied with the department head's response, or the department head fails to respond, the employee may appeal in writing to the City Manager within ten (10) working days of the department head's decision or failure to respond. The City Manager will review the grievance and the decisions of the Supervisor and department head and may call a meeting with the grievant and his/her representative. A decision will be communicated to the employee within fifteen (15) working days.

STEP IV – If the decision of the City Manager is not satisfactory, the employee and/or his representative may have the grievance arbitrated by an impartial third party upon written request. If the Association desires to take the issue to arbitration, the Association shall provide written notice to the City within

fifteen (15) days of receipt of the City Manager’s decision. Within five (5) working days after submission of a written request to arbitrate, a request for a list of Arbitrators will be made to the Montana Board of Personnel Appeals. Within five (5) working days of the receipt of the list, each party will alternately strike names from the list and the name remaining shall be the Arbitrator.

- C. The Arbitrators fees shall be shared equally by the aggrieved party and the City. The Arbitrator shall have no authority to alter, amend or delete any Policy of the City, or provisions of this Agreement. The Arbitrator shall render a decision within thirty (30) working days of any Hearing or within thirty (30) days after the deadline for submission of briefs requested by the Arbitrator after the hearing and such decision shall be final and binding on both the aggrieved employee and the City.
- D. State law shall apply in all suspensions and/or dismissals that are not in conflict with the above paragraphs and the state law for suspensions and/or dismissals shall be followed.

**ARTICLE 14.- JOB POSTING**

The parties hereby adopt the City of Livingston Policy and Procedures Manual in the filling of vacancies and job postings.

**ARTICLE 15.- COMPENSATION**

- A. Salaries and Wages – Conditions relative to and governing wages, salaries, longevity, and other benefits not previously covered in the Agreement, are contained in Addendum A of this Agreement, which is attached and by this reference made a part hereof as though fully set forth herein.
- B. Equal Pay for Equal Work / Working Out of Classification.
  - 1. In the event a Shift Commander (Sergeant) is absent from an assigned shift, a senior officer will be in charge. When there is no Sergeant is on shift, the senior officer on duty will be paid an additional \$1.25 per hour for actual hours worked during the absence of the Shift Commander. The senior officer is determined to be the patrol officer, excluding the Chief of Police, Assistance Chief of Police, and the detective (unless assigned to patrol duties) who has the most longevity with the department. If this absence exceeds two (2) work weeks, or 80 consecutive working hours, the senior officer shall receive the Shift Commander rate of pay starting on the third work week, retroactive to the first day, and continue until a Shift Commander returns to the shift. When the Sergeant is on shift, with the senior officer, the Senior Officer will basically function as a regular patrol officer.
  - 2. In the event a Communications Supervisor is absent from an assigned shift, the senior communications officer working that shift will be in charge. When there is no Communications Supervisor on shift, the senior communications officer on duty will be paid an additional \$1.25 per hour for actual hours worked during the absence of the Communications Supervisor. The

senior communications officer is determined to be the communications officer who has the most longevity with the department. If this absence exceeds two (2) work weeks, or 80 consecutive working hours, the senior communications officer shall receive the Communications Supervisor's rate of pay starting on the third work week, retroactive to the first day, and continue until a Communications Supervisor returns to the shift. When a Communications Supervisor is on shift with a senior communications officer, the senior communications officer will basically function as a regular communications officer.

C. Paid Sick, Vacation and funeral leave used in place of regular work hours shall be counted as hours worked.

D. The City shall provide one hundred (100) rounds of handgun ammunition per month for target practice for police officers utilizing Department issued firearms. Management may issue the monthly ammo during specified training or formal practice sessions to ensure that ammo is being used for appropriate training purposes. If an officer is unable to attend for legitimate bona fide reasons, the ammunition shall be provided to the officer at the earliest convenience. The officer must then show reasonable proof that the previous month's allocation of ammunition was utilized before the next month's allocation will be given out. At no time shall ammunition provided be stockpiled by the officer. Exception to the distribution policy may be granted by the Chief of Police in special circumstances. Rifle and shotgun rounds will be distributed and expelled during training sessions with a firearms instructor.

1. Officers choosing not to utilize the Department issued firearm shall be provided duty ammunition by the Department/Employer at the Employers expense.

E. The City shall provide a two to four (2-4) hour block of instruction each month for training purposes. Training will be conducted under the guidance and planning of management, but all uniformed personnel are encouraged to provide input to the department head on training subjects. Absences must be approved by the administration prior to training. The Employer reserves the right to cancel no more than three trainings per calendar year.

**ARTICLE 16. – WAGES, CERTIFICATIONS, ETC.**

A. The attached base pay schedule, specified as Addendum "A", is part of this contract and reflect the following general base pay wage increases for all employees.

B. Patrol Officer Pay Classifications

1. Probationary Patrol Officer – A newly hired officer who has not completed their one-year probationary period.

- 2. Patrol Officer I Classification – An officer who has completed their one-year probationary period and has been appointed to permanent status.
- 1. Patrol Officer II Classification – An officer who has 4 years of service and has successfully completed 200 hours of POST certified schooling (not including MLEA basic training hours).
- 4. Patrol Officer III Classification – An officer who has 6 years of service and possesses Post Intermediate Certification.
- 5. Lateral Transfer – For purposes of pay classification only, a newly hired officer who possesses or is eligible to possess Montana POST Basic Certification may assume the appropriate pay classification if they meet the criteria based on their experience with another law enforcement agency.

C. DEPARTMENT CERTIFICATIONS:

- 1. For each Certification (in any order) the City will compensate per month per employee receiving certification as follows:

- a. Police Officer Only:

(1)	P.O.S.T Advanced	25.00
(2)	P.O.S.T. Instructor’s Certification	20.00
(3)	Field Training Officer (FTO) while working with a probationary officer	.75 per hour
(4)	P.O.S.T. Command	25.00
(5)	P.O.S.T. Administrative	25.00

- b. Communications Officers Only:

(1)	P.O.S.T. Supervisory	25.00
(2)	P.O.S.T. Command	25.00
(3)	P.O.S.T. Administrative	25.00
(4)	Terminal Agency Coordinator	25.00
(5)	Dispatch Teletype Criminal History Level	25.00
(6)	EMD	25.00
(7)	Certified Communications Training Officer compensation while working with a probationary communications officer during that officer’s first 12 weeks of employment	.75 per hour

- c. Certifications Available to all Department Personnel:

(1)	Maintenance of First Responder	50.00
(2)	First Responder Instructor	60.00

(3)	EMT	80.00
(4)	Possession of Baccalaureate Degree (any discipline) or Associate’s Degree in Law Enforcement or Criminal Justice	50.00
(5)	Possession of a Baccalaureate Degree in Law Enforcement or Criminal Justice	75.00
(6)	‘Good Governance’ Certification (MSUExt)	.25 per hour

- 2. Personnel achieving more than one medical-related certification shall be compensated at the highest value.
- 3. Designated School Resource Officer(s) shall receive a stipend of \$150 per month
- 2. Designated Detective (s) shall receive a stipend of \$300 per month.
- 3. Designated Code Enforcement Officer shall receive a stipend of \$150 per month.
- 4. Designated Canine Officer shall receive a stipend of \$400 per month.

D. LONGEVITY

Each Police Officer and Communications Officer shall receive ½% of their monthly base wage per month for each year of employment dating from the employee’s anniversary date of employment.

E. INSURANCE

- 1. The City will increase the insurance stipend to Association employees by the percentage of the premium increase received from the carrier annually during the term of this agreement, subject to the flex plan rules. If an employee is receiving enough Insurance contribution from the City to pay at least the single rate, then that employee must be enrolled in the group plan. In the unlikely event of a premium decrease, the stipend shall be unchanged during the applicable fiscal year.
- 2. If a part time employee works at least an annual average of 20 hours per week, the City will pay the difference between employee prorated insurance benefit to provide single health insurance coverage under the City of Livingston group, and no additional FLEX Plan benefit.
- 3. If an employee works less than an annual average of 20 hours per week, that employee shall have one of the following options:
  - a. Pay the difference between employee prorated insurance benefit to receive single health insurance coverage under the City of Livingston group.
  - b. Not receive group health insurance coverage, nor any prorated insurance benefits.



- 4. The employee shall pay for any increase in premium amounts over those above the City's contribution. The City may change carriers providing substantially the same coverage, however any changes in coverage would be mutually agreed upon between both parties.

F. UNIFORMS ALLOWANCE

- 1. Police Officers shall receive one thousand dollars (\$1,000) each year for uniform and equipment purchases. One-fourth (1/4) of such sum be due and payable at the end of each three (3) months of employment.
- 2. Communication Officers shall receive one thousand (\$1,000) each year for uniform and equipment purchases. One-fourth (1/4) of such sum will be due and payable at the end of each three (3) months of employment.
- 3. Regular part time employees will receive the same uniform allowance as regular full-time employees.

G. SHIFT DIFFERENTIAL

- 1. All employees working between the hours of 7 p.m. until 7:00 a.m. shall receive an additional one dollar (\$1.00) per hour.
- 2. Communications Officers shall receive an additional fifty cents (0.50) per hour for all shifts, as compensation for their being unable to leave the Law Enforcement Center.

H. CELL PHONE ALLOWANCE FOR OFFICERS

The City recognizes that cell phones are a valuable tool for officers in the performance of their duties. Officers who possess a personal cell phone and consistently utilize it for official business shall receive \$50 per month, paid quarterly, compensation pay to offset their personal costs.

I. COMMUNICATIONS OFFICERS CAREER LADDER

- 1. Communications officers shall receive the followed stepped career ladder increases:
  - a. 1 year of longevity AND completion of Basic Certificate shall receive \$1.00 per hour increase to base wage;
  - b. 5 years of longevity AND completion of Intermediate Certificate shall receive \$1.00 per hour increase to base wage;
  - c. 10 years of longevity AND completion of Advanced Certificate shall receive \$1.00 per hour increase to base wage.

**Article 17. – HEALTH AND WELLNESS**

The Association and the City agree that an employee’s overall health profile is a significant factor in the retention of employees. Both parties agree to improve and maintain the health of Association members by instituting a Wellness Initiative as set forth herein.

1. Physical Wellness Incentive

The physical wellness incentive shall be based on the Montana Physical Ability Test (MPAT). Participation in this initiative is voluntary. Employees who choose to participate will be awarded compensation hours or financial payment for successfully passing the agreed upon tests.

a. Tests will be coordinated and administered by the Union once during the first six months of the year (January-June) and once during the second six months of the year (July-December). Tests will be conducted during the same day and in close proximity to one another, with the date and time announced two weeks prior by posting a notice on the bulletin board and via e-mail to all employees.

b. Compensation will be awarded as follows:

Completion Time	Pay Award	Comp Time Award
4 minutes 30 seconds or less	\$750	30 hours
5 minutes 30 seconds or less	\$500	20 hours
6 minutes 30 seconds or less	\$250	10 hours
Over 6 minutes 30 seconds	\$0	0 hours

Each officer will have the opportunity to take the test when administered. The highest level achieved will be awarded for each test cycle. An officer may choose at the time of each cycle if he/she wants a pay or comp time award (pay and comp may not be combined in a single cycle.)

Compensation time used must be approved by a supervisor or management, contingent upon adequate staffing to cover shifts, and must be used within 6 months following testing or the awarded hours will be forfeited.

2. Mental Wellness Incentive

a. The City of Livingston and the Livingston Police department recognizes the type of work and the cumulative effects of stress on the ability for the association members to effectively perform their duties and to keep up on the requirements of their job performance. The purpose of this program is to establish a voluntary mental health incentive program to encourage association members to take care of their mental health and continue a healthy lifestyle. The department will work with the employers current Employee Assistance Provider, to provide services to the association member.

b. The Association member can attend up to six (6) sessions with a mental health professional each calendar year (January 1 – December 31) to qualify for this incentive. Once they have attended a session, the association member shall provide

documentation to the Chief of Police. The employee will then be compensated with three (3) hours of straight comp time per session, up to six (6) sessions in total, which must be used within 3 months following the sessions or the awarded hours will be forfeited. Once the comp time is recorded in the association members' account, the documentation of the services will be returned to the Association Member.

- c. The Association member shall not be required to provide any further information to the employer or reveal the content of the counseling session. All counseling sessions' information shall fall under the protection of HIPAA.
- d. Each Association member may voluntarily capitalize on this incentive six (6) times per year, earning a maximum of 18 hours of comp time. The association member may attend more sessions with EAP but will only receive comp time for a maximum of six (6) sessions. Due to the nature of this program, association members will not attend a session while on-duty or in uniform so as to not cause conflict with the performance of their duties.

**ARTICLE 18. - RESIDENCY**

Employees shall be subject to the residency requirement set forth in Section 4.4.12 of the City of Livingston Personnel Policy and Procedures Manual.

**ARTICLE 19. - NO STRIKE - NO LOCKOUT**

The Association and the Employer agree that there will be no strike or lockout during the term of this Agreement.

**ARTICLE 20. - SAVINGS CLAUSE**

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, both parties agree to inform the other of their knowledge of the issuance of the decision and upon written request of either party, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE 21. - TERMS OF AGREEMENT**

This Agreement shall remain in full force and effect from July 1, 2020 until June 30, 2024.

It is the intent of both parties to have these negotiations resolved by May 31st of the same year. The agreement shall automatically renew from year to year thereafter unless either party notifies the other in writing, at least

sixty (60) days prior to its termination date that it desires to terminate the Agreement or to make changes. Contract wording changes may be made ONLY when mutually agreed upon by the City and the Association.

In the event the Employer and the Association are unable to reach an agreement on new contract terms prior to the expiration date of this Agreement as stated, the agreement will remain in effect until a new agreement is reached.

**Signature Page Follows**

IN WITNESS WHEREOF THE PARTIES HERETO, acting by and through their respective and duly authorized officers and/or representative, have hereto set their hands and seals on this \_\_\_\_day of \_\_\_\_\_, 2020.

FOR THE CITY OF LIVINGSTON

FOR THE LIVINGSTON POLICE  
DEPARTMENT ASSOCIATION (MFPE)

\_\_\_\_\_  
Michael Kardoes, CITY MANAGER

\_\_\_\_\_  
Alex Walker, PRESIDENT

ATTEST:

\_\_\_\_\_  
Joe Dompier, MFPE FIELD REP

\_\_\_\_\_  
Faith Kinnick, Recording Secretary

\_\_\_\_\_  
Quinton Nyman,  
MFPE EXECUTIVE DIRECTOR

**ADDENDUM A – Base Pay Schedule**

<b>Position</b>	<b>2019-2020 Base Salary</b>	<b>2020-2021 Base Salary</b>	<b>2021-2022 Base Salary</b>	<b>2022-2023 Base Salary</b>	<b>2023-2024 Base Salary</b>
<b>Police Officers (LPD)</b>		3% Increase	4% Increase	3% Increase	5% Increase
Probationary Patrol Officer	43,678	44,988	46,788	48,192	50,601
Patrol Officer 1	44,546	45,882	47,718	49,149	51,607
Patrol Officer 2	46,001	47,381	49,276	50,755	53,292
Patrol Officer 3	47,360	48,781	50,732	52,254	54,867
Sergeant	55,819	57,494	59,793	61,587	64,666
<b>Communications Officers (911)</b>		10% Increase	4% Increase	3% Increase	5% Increase
Communications Officer	33,219	36,541	38,003	39,143	41,100
Communications Shift Supervisor	36,050	39,655	41,241	42,478	44,602

**ADDENDUM B – Discipline Guide**

Remains same as Contract 2017-2018.

**File Attachments for Item:**

**APPROVE SHANE CENTER WAIVER OF BUILDING IMPACT FEES.**





March 10, 2020

City of Livingston  
Attn: City Commission  
Livingston, MT 59047

Dear Livingston City Commissioners,

Since the fall of 2010, when The Shane Lalani Center for the Arts officially opened, we have had more than 250,000 visitors come through our doors. We have produced more than 450 community theatre performances and hosted more than 1,400 events. In addition, we have had more than 45,000 theatre attendees, more than 25,000 education program participants, and generated almost in \$3 million in operational revenue. The Shane Lalani Center for the Arts has become a significant contributor, not only to Livingston’s cultural esteem but, an economic engine generating approximately \$3.5 million annually of gross economic output according to an analysis prepared by the Northern Rocky Mountain Economic Development District. This success has lead us to the point where we are engaged in the Act II Capital Campaign, a \$2.5 million campaign, generating resources to further improve our facility, which the City of Livingston generously donated to our organization in the summer of 2009. We currently have raised \$1.4 million for the Act II Capital Project and will commence with the first phase of construction in the spring of 2020.

In consideration of the City’s past support of The Shane Center, our status as a non-profit organization serving the citizens of Livingston and economic leader in this community, we ask the City of Livingston Commission to waive the Building Permit Fees associated with the upcoming capital improvement project.

Thank you for your consideration of this request.

Best Regards,

Russell Lewis  
Executive Artistic Director



PO Box 58 Livingston, MT 59047



(406) 222-1420



[www.theshanecenter.org](http://www.theshanecenter.org)

*“Strengthening community through participation in the arts”*

**File Attachments for Item:**

**B. DISCUSS/APPROVE/DENY: LBID ANNUAL WORK PLAN, BUDGET AND PROPOSED ASSESSMENT.**



PO Box 284 Livingston, MT 59047

**To:** City of Livingston Manager and Commissioners

**Date:** May 27, 2020

**Re:** Annual Work Plan, Budget and Proposed Assessment

The Board of Trustees for Livingston Business Improvement District (LBID) has prepared the FY20/21 work plan, budget and proposed assessment for City review and approval. This plan and budget were approved by LBID board members at the May 21, 2020 regularly scheduled board meeting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kristen Galbraith".

Kristen Galbraith, Chairperson  
Livingston Business Improvement District

The Livingston Business Improvement District (LBID) is an organization that represents property owners within Livingston’s legally constituted city district. The mission of the LBID is to enhance the vitality of Livingston by facilitating commerce, enhancing streetscapes, conducting maintenance and improving security and safety.

The LBID seeks to be one of the driving forces behind a successful business district which preserves our historic downtown, enriches our culture and continues to improve and maintain the physical appearance and aesthetics of the District in order to continue to attract long-term and viable businesses, invigorate community activity and enhance visitor experiences. The LBID creates a vital avenue of support and growth as the catalyst for economic development in the heart of Livingston. The role of the LBID is essential for continued success in making historic downtown Livingston a great place to do business, invest, live, work and play. Revenues to fund LBID services are derived from a special assessment on the district’s property owners’ tax bill.

In 2011, more than 60% of property owners within the proposed LBID boundaries signed a petition in favor of a District and the Livingston City Commission approved its formation. The LBID was formed and boundaries within the District were established (updated map included in *Attachment A*). The stated purpose of the LBID is to promote the health, safety, prosperity, security and general welfare of the inhabitants of the City of Livingston and the District. Listed within the City of Livingston Resolution 4178, the LBID will also: 1) facilitate an improved business climate; 2) improve the functional characteristics of the business district; 3) conserve the historic district; and, 4) develop a strong, aggressive marketing program. Pursuant to MCA 7-12-1141, the LBID will be in effect for ten years, from February 1, 2011 to February 1, 2021.



The LBID is governed by a seven-member Board of Trustees with each member serving a term of four years. The Livingston City Commission approves new or re-applying trustees when terms expire. The board members meet the third Thursday of each month (except in July and December) and welcome public attendance. The 2020 LBID trustees include District property owners and/or designees:

- Kathryn Bornemann, Member – Owner of Out of Blue Antiques
- David DePuy, Member – Owner of Park Hotel Building and 2<sup>nd</sup> & Lewis Building
- Tyler Erickson, Member – Owner of American Bank
- Kristen Galbraith, Chair – Owner of Cerberus Building and Coffee Crossing

- Dan Kaul, Member – Owner of Murray Hotel
- Karla Pettit, Member – Owner of Pickle Barrel
- Dale Sexton, Vice-Chair – Owner of Timber Trails



**FY19/20 Accomplishments**

Into its ninth year, LBID continues to expand its scope of services, program/event funding and community support, in keeping with its intended mission and vision. Accomplishments in FY19/20 included:

- New general maintenance contract with Montana Mobile Pressure Washing (Ken Nimer).
- New administrative assistant contract with Kris

King at Buzz Media.

- Renewed accounting/bookkeeping service contract with Cat Moody Accounting.
- Continued flower basket coordination (Woods Rose Market) within the District boundaries from June 1 through October 1.
- Continued garbage removal (all year) from receptacles within the District boundaries per contract with Montana Mobile Pressure Washing.
- Continued graffiti removal (all year) on as needed basis per contract with Montana Mobile Pressure Washing.
- Storage shed securement for LBID related banners, brackets, graffiti remediation supplies, flower basket parts and watering supplies and other miscellaneous LBID items.
- Increased banner program activities including Give A Hoot banners; Fall/Winter Shop/Celebrate Local banners; Yellowstone Bus Tour Banners; Spring/Summer Shop/Celebrate Local Banners; Windrider Transit Banners; and, 4<sup>th</sup> of July Banners.
- Financial support of the Hoot, Tap Into MT Brewfest, Art Walk, Windrider Transit, Community Rec Center Planning and Depot Park Holiday Lights.
- Small Business Revolution application and showcasing of downtown Livingston to production team with Top 10 and Top 5 Finalist Selection of over 8,000 nationwide applications.
- Distribution of 500 posters and flyers to District businesses for Christmas season and Small Business Revolution promotion.
- Designation as Convention Visitors Bureau.
- Assistance to TBID on direction, budgeting, website development, social media presence and upcoming needs.



- Editing and republishing of District map.
- Renewed LBID website – [www.downtownlivingston.org](http://www.downtownlivingston.org).
- Increased social media presence and outreach through Facebook and Instagram accounts.
- Recruitment and designation of one board member position.
- Bylaws updates.
- Promotion of COVID19 website and social outreach resources for small businesses.
- Non-profit status registration with Internal Revenue Service.



**Annual Work Plan**

For FY20/21, the following priorities are planned for LBID activities:

- Purchase and installation (anticipated Nov. 1 through January 31) of lamp post holiday decorations within the District boundaries.
- Purchase of additional lamp post banner brackets to expand banner program breadth within the District.
- Verbal, email and direct mail communications with property owners within the

District to report on successes during the first nine years of LBID and petition process to redesignate the district for ten more years.

- Continued collaborative efforts with CVB and TBID for maximum efficiencies of funding in meeting the vision and mission of each entity for the benefit of Park County communities including the City of Livingston.
- Office and conference room space securement (for LBID, CVB and TBID use).
- Continued flower basket coordination, growing and hanging with contracted grower; daily watering/weekly fertilizing from June through September; assistance with removal of baskets.
- Continued graffiti remediation within the District boundaries.
- Continued trash removal from receptacles within the District boundaries and coordination with City staff for disposal of refuse at transfer station.
- Continued banner program activities.
- Continued support of programs and events that increase economic activities in the downtown area.
- Continued contractual services for support of LBID activities.

**Annual Budget**

The LBID programs and services are funded by an annual special assessment of property owners within the District boundaries. Commercial and partially commercial properties are subject to the BID assessment. Exclusively residential properties, properties used for manufacturing and properties determined to be exempt from real estate taxes are not assessed. As of 2020, there were 139 property owners within the District contributing to the tax base. Taxes paid by property owners are based on the footprint of the building within the District.

The LBID assessment is applied to the annual property tax bills, and is collected by the City of Livingston along with property taxes. The funds are held by City Finance Office in a segregated account, and disbursed to the LBID checking account at a separate financial institution. The current District budget for enhancement, facilitation, promotion and maintenance is approximately \$42,500 per year.

Over the past nine years, the general finance percentages and amounts for LBID expenditures have included: Special Events/Programs; District Maintenance; Beautification Projects; Capital Reserves; and, Operating Expenses.

The FY20/21 budget for LBID services and activities is included on the following page.



<b>LBID Estimated Budget FY20/21</b>			
<b>Reserves</b>	\$	43,500.00	
<b>Income</b>			
LBID Property Owners	\$	42,500.00	
Banner Program	\$	2,500.00	
<b>Total Income/Reserves</b>			<b>\$ 88,500.00</b>
<b>General &amp; Administrative</b>			
Accounting Contracted	\$	4,000.00	
Dues	\$	250.00	
Insurance	\$	825.00	
Marketing/Social Media Contracted	\$	9,000.00	
Office Supplies	\$	100.00	
Postage	\$	250.00	
Printing/Reproduction	\$	750.00	
Rent	\$	6,000.00	
Repairs & Maintenance	\$	1,000.00	
Telephone/Internet	\$	600.00	
Website/Social Media	\$	2,000.00	
		\$ 24,775.00	
<b>Grants Paid Out</b>			
Depot Christmas Lights	\$	1,000.00	
Hoot	\$	5,000.00	
Livingston Art Walk	\$	1,000.00	
Tap Into MT	\$	3,000.00	
Windrider Transit	\$	3,000.00	
Other Grants	\$	5,000.00	
		\$ 18,000.00	
<b>Program Expenses</b>			
Banners	\$	4,000.00	
Christmas Lights - LBID Poles	\$	8,500.00	
Flower & Trash Maintenance	\$	15,000.00	
Graffiti	\$	2,000.00	
		\$ 29,500.00	
<b>Total Expenses</b>			<b>\$ 72,275.00</b>
<b>Estimated Reserves at end FY20/21</b>			<b>\$ 16,225.00</b>

**Assessment**

The assessment for FY20/21 is identical to the assessments originally applied to LBID properties in 2011. There has been no change in the assessment values or assessed properties in any year that LBID has been in existence.



**File Attachments for Item:**

**C. DISCUSS/APPROVE/DENY: CONSIDER CITYS RECOMMENDATIONS FOR AMENDMENTS TO MUNICIPAL CODE PERTAINING TO THE PARKING CAMPERS, BOATS, OR TRAILERS ON CITY STREETS.**

**Background**

The City Commission recently requested city staff review current code and provide options for amending City Code pertaining to the parking of trailers, RV's and Boats on City Streets. The Commission reported they have received complaints from citizens requesting the City's need to increase sight distance for the safety for drivers, cyclist and pedestrians, in a manner that doesn't require significant engineering or cost to the community.

**Current Code Reads:**

**Sec. 9-237. - Storage on streets—trailers, motor homes, etc.**

It shall be a civil offense for any owner or person in possession of a trailer or trailer house or motor home to store or leave the same upon any street of the City for more than five (5) consecutive days. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

(Code 1958; Ord. 1115, 10/7/63; Ord. 1656, 5/8/90; Ord. 1901, 7/3/2000; Ord. 1926 § 1 (part), 6/16/03; Ord. 1939 § 1 (part), 2/2/04; Ord. 1999, 3/3/08; Ord. No. 2049 , § 1, 3/18/14)

**Staff Recommendation:**

The City recommends the Commission consider expanding the definition the term "*Recreational vehicle*" shall mean any vehicle listed below and which may be further defined by reference to the city code as a:

- (1) Mobile home;
- (2) Travel trailer;
- (3) Camper trailer;
- (4) Motor coach or motorhome;
- (5) Boat and boat trailer;
- (6) Personal utility trailer, not associated with a commercial use;
- (7) Horse trailer;
- (8) Off-road vehicles.

And provides four options for the Commission to take into consideration, discuss and approve for adoption individually or in some combination.

- Option 1: No trailers within 65 feet of the corners
- Option 2: No overnight trailer parking on city streets
- Option 3: No trailer parking on the through streets, Callender, Lewis, Geyser
- Option 4: Removing all restrictions on trailer parking.

Parking ordinances from other communities:

**Whitefish:**

B. Leaving Vehicles On Streets: It is unlawful for any person to store or leave upon the streets any motor vehicle for indefinite periods of time; it is the intent hereof that no motor vehicle shall be parked or left on such streets unless it is in constant use. Any motor vehicle not used at least once every twenty-four (24) hours shall be deemed to be stored in violation hereof. Any person leaving upon any street any motor vehicle not in running condition shall be deemed prima facie guilty of a violation hereof, which may be rebutted only by showing that such motor vehicle had just broken down and such person had not yet had time to remove it from the street. The owner of such a vehicle shall be responsible for a violation hereof as well as the person so leaving it.

**Bozeman:**

Notwithstanding the foregoing, no person shall park a vehicle for longer than 72 consecutive hours at any time upon a street, alley or highway within the city or within a city parking facility, without a valid surface lot or facility permit for such surface lot or facility. Signs may be erected by the director of public services giving notice thereof. However, the signs are not required.

**Missoula:**

**10.22.060 Parking for over one hundred twenty hours.** No person who owns or has possession, custody or control of any vehicle shall park such vehicle upon any street or alley for more than a consecutive period of one hundred twenty hours. (Prior code §20-99).

**10.22.190 Parking for camping purposes.**

A. No person shall occupy a recreational vehicle parked on a public street, road, alley, boulevard, or median in the City. For the purpose of this Section, a recreational vehicle is a vehicular type unit primarily designed as temporary living quarters for recreational, camping, or travel use that either has its own mode of power or is mounted on or towed by another vehicle, including but not limited to a: (a) travel trailer; (b) camping trailer; (c) truck camper; or (d) motor home. For the purposes of this Section, “occupy” means spending more than a de minimis amount of time in the recreational vehicle. The provisions of this section do not apply to the following:

1. A property owner or tenant may allow a guest's recreational vehicle to be parked on the public right of way adjacent to their residence for sleeping purposes for a maximum of five (5) consecutive days without violating this provision, provided that the recreational vehicle is not occupied for more than five (5) days in any consecutive thirty (30) day period while on the block adjacent to the property owner or tenant’s residence.

**Red Lodge:**

- E. Time Restrictions:
  1. No on-highway vehicle, non-over-the-road vehicle, or non-motorized vehicle shall be left in or near a single location on Broadway Avenue between Fifth Street and Fifteenth Street; and within one hundred fifty feet (150') of intersecting streets between Fifth Street and the north side of Fourteenth Street in or near any one place for a longer period than four (4) hours within the hours of 8:00 a.m. and 5:00 p.m.
  2. Passenger Vehicles (Non-Commercial)—Prohibited in Specified Places: No on-highway vehicle (non-commercial) or licensed ATV/UTV shall be left in or near a single location on the public rights-of-way within the same City block, for more than five (5) consecutive days. For the purpose of this code, a City block shall be defined as any portion of a public right-of-way between two (2) successive intersections, or between an intersection and a dead-end.
  3. Non-Passenger Vehicles (Commercial/Other Heavy Duty Types): No on-highway or non-over-the-road vehicle (rated in excess of eighteen thousand (18,000) pounds), and H.D. trailers (rated in excess of six thousand (6,000) pounds) shall be left in or near a single location on the public rights-of-way within the same block, for more than twenty-four (24) consecutive hours.

For the purpose of this code, a block shall be defined as any portion of a public right-of-way lying between two (2) successive intersections; or an intersection and the adjacent dead-end.

**West Yellowstone:**

D. No vehicle shall be parked or left standing upon the right-of-way of any public highway for a period longer than forty-eight hours, or upon any town street, or any state, county or town property not reserved for parking purposes for a period longer than five days.

**Helena:**

D. A vehicle, motor vehicle, or trailer left on a City street, alley, roadway or public property over seventy-two (72) hours without being moved shall be declared abandoned. After the vehicle has been declared abandoned, the City police shall place a five (5) day notice of intent to remove and impound the vehicle. The owner of a vehicle which has been removed and impounded will be responsible for moving and storage expenses arising from the transportation of said abandoned vehicle.