



# Livingston City Commission Agenda

August 15, 2017

6:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Consent Items

- A. CONSENT - Approve minutes from regular 8.1.17 commission meeting Page 4
- B. CONSENT - Approve Bills & Claims for 2nd half of July Page 8
- C. CONSENT - Ratify Claim Page 25

6. Proclamations

7. Scheduled Public Comment

- A. SPC - Joanie Kresich Yellowstone Bend Citizen's Council
- B. SPC - Andrea Davis and Heather McMilin regarding Homeward Inc. update on redevelopment of old hospital space on 13th Street

8. Public Hearings

- A. RESOLUTION NO. 4750 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ADOPTING THE CITY OF LIVINGSTON GROWTH POLICY. Page 28

9. Ordinances

10. Resolutions

- A. RESOLUTION NO. 4751 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE GREEN ACRES HOME OWNERS ASSOCIATION TO LOOP THE CITY OF LIVINGSTON'S WATER MAIN SERVING THE BROOKSTONE SUBDIVISON. Page 61
- B. RESOLUTION NO. 4752 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, EXTENDING THE EXISTING CONTRACT BETWEEN THE CITY OF LIVINGSTON AND MONTANA WASTE SYSTEMS, INC. FOR THE DISPOSITION OF SOLID WASTE. Page 67

11. Action Items

- A. DISCUSS/APPROVE/DENY – Approval of letter of support for Homeward Housing Development Inc .Page 85
- B. DISCUSS/APPROVE/DENY – City Manager signing TSEP Contract Page 87

12. City Manager Comment

13. City Commission Comments

14. Public Comments

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

15. Adjournment

## Calendar of Events

August 14, 2017 - 4:30 p.m. - City - County Compact Meeting, MSU Extension, 119 South 3rd Street

August 15, 2017 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex

August 16, 2017 - National Tell a Joke Day

August 16, 2017 - 8:30 a.m. - Urban Renewal Agency regular meeting, East Room, City/County Complex

August 16, 2017 - 4:00 p.m. - Library Board regular meeting, Livingston - Park County Library, 228 West Callender St.

August 16, 2017 - 5:30 p.m. - Planning Board regular meeting, Community Room, City/County Complex

August 22, 2017 - 6:00 p.m. - Parks and Trails regular meeting, Civic Center

September 4, 2017 - Labor Day, City Offices Closed

September 5, 2017 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex

## Supplemental Material

### Notice

- Public Comment: The public can speak about an item on the agenda during discussion of that item by coming up to the table or podium, signing-in, and then waiting to be recognized by the Chairman. Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).

- Meeting Recording: An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Administration. The City does not warrant the audio and/or video recording as to content, quality, or clarity.
- Special Accommodation: If you need special accommodations to attend or participate in our meeting, please contact the Fire Department at least 24 hours in advance of the specific meeting you are planning on attending.

**Backup material for agenda item:**

- A. CONSENT - Approve minutes from regular 8.1.17 commission meeting

Livingston City Commission Meeting  
August 1, 2017  
6:30 PM  
City-County Complex

**1. Call to Order**

**2. Roll Call**

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

**3. Moment of Silence**

**4. Pledge of Allegiance**

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

- A. **CONSENT - Approve minutes from City Commission regular meeting 7.18.17**
- B. **CONSENT - Approve minutes from City Commission special meeting 7.25.17**
- C. **CONSENT - Approve Bills & Claims for 2nd half of July**

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

**6. Proclamations**

**7. Scheduled Public Comment**

- A. **Scheduled Public Comment - Skate Park status update with Derek Smith and Lincoln Jamrog (00:03:30)**

**8. Public Hearings**

**9. Ordinances**

**10. Resolutions**

- A. **RESOLUTION NO. 4748 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ADOPT THE CITY OF LIVINGSTON GROWTH POLICY. (00:20:40)**

- Adam Stern made comments (00:40:10)
- Jay Kiefer made comments (00:48:02)

- Patricia Grabow made comments (00:51:18)
- Hoglund made a motion to pass Resolution No. 4748. Friedman seconded.
  - All in favor, motion passed 5-0.

**B. RESOLUTION NO. 4749 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ACCEPTING THE SEWER AND WATER EXTENSIONS FOR BROOKSTONE SUBDIVISION. (01:05:06)**

- Freidman made a motion to pass Resolution No. 4749. Schwarz seconded.
  - All in favor, motion passed 5-0.

**11. Action Items**

**A. DISCUSS/APPROVE/DENY - URA grant approval of Joel Reinholz, Managing Partner of Todd & Ed's LLC grant request for solar project for 205 1/2 South Main Street (01:05:40)**

- Patricia Grabow made comments (01:11:11)
- Hoglund made a motion to table Action Item A until the City Commission has more information regarding Urban Renewal Agency finances. Schwarz seconded.
  - Motion passed 4-1. (Sandberg opposed.)

**B. DISCUSS/APPROVE/DENY - Authorizing City Manager to sign a letter of acceptance with Northwestern Energy (01:17:02)**

- Schwarz made a motion to approve Action Item B. Friedman seconded.
  - Motion passed 4-1. (Sandberg opposed.)

**C. DISCUSS/APPROVE/DENY - Brookstone Major Subdivision Final Approval (01:18:48)**

- Jay Kiefer made comments (01:44:04)
- Patricia Grabow made comments (01:46:26)
- Friedman made a motion to approve Action Item C. Schwarz seconded.
  - Motion passed 4-0. (Sandberg abstained.)

**12. City Manager Comment**

**13. City Commission Comments**

- Sandberg made comments. (01:47:34)
- Schwarz made comments. (01:53:00)
- Hoglund made comments. Hoglund made a motion to discuss the 10<sup>th</sup> Street Pocket Park at a future commission meeting. Bennett seconded. (01:53:32)
- Bennett made comments. Bennett made a motion to discuss the public bathrooms for the Albemarle and the necessary steps to get a resolution for use and maintenance. Hoglund seconded. (02:13:13)

**14. Public Comments**

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

- Bill Watkins made comments. (01:56:40)
- Jay Kiefer made comments. (02:00:40)
- Patricia Grabow made comments. (02:06:57)

**15. Adjournment (8:44 PM)**

**Backup material for agenda item:**

- B. CONSENT - Approve Bills & Claims for 2nd half of July



08/09/17  
14:29:35

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 8/17

Page: 1 of 9  
Report ID: AP100

Operating Cash  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
				*** Claim from another period ( 6/17) ****					
32642		2904 FISHER SAND AND GRAVEL		11,078.10					
	39774	06/24/17 Chips		11,078.10			2820 210 430240	477	101000
				*** Claim from another period ( 6/17) ****					
32643		54 GATEWAY OFFICE SUPPLY		13.10					
	36863	06/26/17 UPS		13.10			5210 502 430515	355	101000
				*** Claim from another period ( 6/17) ****					
32644		1390 KEN'S EQUIPMENT REPAIR, INC		8,617.12					
	49108	06/30/17 Chipper		1,605.60			2500 151 430240	362	101000
	49109	06/30/17 Chipper		5,048.47			2500 151 430240	362	101000
	48986	06/09/17 Sweeper		27.00			2500 151 430240	362	101000
	48979	06/08/17 Paint sprayer		75.55			2500 151 430240	362	101000
	48973	06/07/17 Grader		1,358.90			2500 151 430240	362	101000
	48969	06/07/17 Cat loader		252.00			2500 151 430240	362	101000
	48942	06/02/17 428		92.60			2500 151 430240	362	101000
	49050	06/21/17 New pete		86.90			2500 151 430240	362	101000
	49097	06/28/17 IT28B		70.10			2500 151 430240	362	101000
				*** Claim from another period ( 6/17) ****					
32645		3040 MIDWAY RENTAL, INC.		222.60					
	5-766096	06/12/17 Skid steer filters		222.60			5410 504 430830	232	101000
				*** Claim from another period ( 6/17) ****					
32646		2527 MSE TECHNOLOGY APPLICATIONS,		176.00					
	1705082	05/20/17 May 17 coliforms		176.00			5210 502 430515	355	101000
				*** Claim from another period ( 6/17) ****					
32647		1439 STAFFORD ANIMAL SHELTER		1,966.25					
	June2017	07/25/17 Boarding, vaccinations & eut		1,966.25			1000 154 440640	350	101000
				*** Claim from another period ( 6/17) ****					
32648		3353 STORY DISTRIBUTING		200.29					
	77093	07/01/17 Corrected invoice remain. bal		200.29*			1000 123 411700	236	101000
				*** Claim from another period ( 6/17) ****					
32649		1 TECH ELECTRIC, INC		195.00					
	37774	06/30/17 Retrofit lamps		195.00			2400 420100	231	101000
				*** Claim from another period ( 6/17) ****					
32650		3491 COFFMAN'S PEAK ELECTRIC, LLC		3,016.00					
	1069	06/19/17 Street shop LED		3,016.00			2500 151 430240	361	101000
				*** Claim from another period ( 6/17) ****					
32651		2830 LEHRKIND'S COCA-COLA		51.10					
	1427532	06/06/17 Water bottle		16.90			5310 503 430640	225	101000
	1432145	06/20/17 Water bottle		34.20			5310 503 430640	225	101000
				*** Claim from another period ( 6/17) ****					
32652		3040 MIDWAY RENTAL, INC.		405.00					
	5-766077	06/12/17 Hyrdraulic cylinder		405.00			2500 151 430240	232	101000



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CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 8/17

Page: 3 of 3  
Report ID: AP100

Operating Cash  
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Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33205	22 ALL SERVICE TIRE & ALIGNMENT, 52769 07/28/17 Flat 52740 07/26/17 Flat	55.00 15.00 40.00			5210 502 430515 5410 504 430830	232 362	101000 101000
33206	402 ALPINE ELECTRONICS RADIO SHACK 10240926 07/26/17 USB	88.95 88.95			1000 155 460430	231	101000
33207	948 BRIDGER ELECTRIC, INC. 890 07/28/17 Electrician - clinic l.s 888 07/27/17 Street light repair and PVC 888 07/27/17 Street light repair and PVC	2,304.52 675.00 814.76 814.76			5310 503 430625 5210 502 430515 2400 420100	361 231 231	101000 101000 101000
33208	23 CARQUEST AUTO PARTS 1912382801 07/03/17 Paint 1912384392 07/18/17 Filter 1912383049 07/05/17 Radiator and anitfreeze	135.31 0.05 58.86 76.40			2500 151 430240 2500 151 430240 2500 151 430240	231 232 232	101000 101000 101000
33209	509 DELTA SIGNS & GRAPHICS 1750 07/06/17 Signs	280.00 280.00			1000 154 440640	231	101000
33210	424 ENERGY LABORATORIES, INC. 94609 07/31/17 Effluent	167.00 167.00			5310 503 430640	350	101000
33211	3298 EXEC U CARE SERVICES, INC. 1308 07/21/17 PW cleaning July 1308 07/21/17 PW cleaning July 1308 07/21/17 PW cleaning July 1308 07/21/17 PW cleaning July 1308 07/21/17 PW cleaning July 1308 07/21/17 PW cleaning July	400.00 66.66 66.66 66.67 66.67 66.67 66.67			5210 502 430510 5310 503 430610 5410 504 430820 2500 151 430220 1000 106 411030 1000 155 430100	224 224 224 224 220 224	101000 101000 101000 101000 101000 101000
33213	102 INDUSTRIAL TOWEL 25489 07/28/17 Mat cleaning 25489 07/28/17 Mat cleaning 25489 07/28/17 Mat cleaning 25489 07/28/17 Mat cleaning 25489 07/28/17 Mat cleaning 25489 07/28/17 Slate cleaning - WWTP	66.67 8.56 8.56 8.55 8.55 8.55 23.90			5210 502 430510 5310 503 430610 5410 504 430820 2500 151 430220 1000 106 411030 5310 503 430610	224 224 220 224 200 224	101000 101000 101000 101000 101000 101000
33214	15 JOHN DEERE FINANCIAL 460817 07/10/17 Springs	9.72 9.72			2500 151 430240	232	101000

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CITY OF LIVINGSTON  
Claim Approval List  
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Report ID: AP100

Operating Cash  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33215		2863 KIMBALL MIDWEST		1,239.56					
	5712527	07/05/17 Supplies		883.52			2500 151 430240	231	101000
	5710375	07/03/17 Supplies		154.65			2500 151 430240	231	101000
	5753223	07/25/17 Supplies and meds		102.39			2500 151 430240	231	101000
	5736675	07/18/17 Headlight		99.00			2500 151 430240	232	101000
33216		8 KNIFE RIVER		480.85					
	485362	07/05/17 Plant mix		480.85			2820 210 430240	471	101000
33217		26 LIVINGSTON ACE HARDWARE -		254.17					
	215886	08/01/17 Key and caulk		35.92			5210 502 430515	355	101000
	215818	07/31/17 Supplies		32.16			5210 502 430515	231	101000
	214724	07/10/17 Fastners		18.00			2500 151 430240	232	101000
	215232	07/19/17 Filter manifold		9.99			2500 151 430240	232	101000
	215683	07/27/17 Coffee filter and paper towels		20.97			2500 151 430240	231	101000
	215639	07/27/17 Cleaning supplies		8.38			2500 151 430240	231	101000
	215611	07/26/17 Bulb		3.99			1000 155 430950	362	101000
	215679	07/27/17 Weed eaters		8.98			1000 155 430100	220	101000
	215472	07/24/17 Irrigation Riverside - Credit		-39.99			1000 155 460430	393	101000
	215372	07/21/17 Irrigation Riverside		46.77			1000 155 460430	393	101000
	215646	07/27/17 T.S shack		109.00			5410 504 430830	231	101000
33220		468 LIVINGSTON FIRE SERVICE, INC		164.25					
	15401	08/02/17 Extinguishers annual maint.		164.25			5310 503 430640	255	101000
33221		2563 LOMCO, INC		3,944.98					
	02802801	07/18/17 HRMS2		811.51			2820 210 430240	472	101000
	02518601	07/18/17 Hrs. spraying & mile mob		2,322.50			2820 210 430240	472	101000
	02516001	07/18/17 HFMS-2 & 2hrs demurage		810.97			2820 210 430240	472	101000
33222		3016 MT WATERWORKS		116.70					
	23760	07/25/17 SS inserts		116.70			5210 502 430520	983	101000
33223		3688 MURDOCH'S RANCH & HOME SUPPLY		23.98					
	00286	08/01/17 Clamp		-7.99			5210 502 430515	231	101000
	00287	08/01/17 Clamp		12.99			5210 502 430515	231	101000
	00277	07/27/17 Mower chute		5.00			1000 155 460430	361	101000
	00284	07/31/17 Ant bait		6.99			2500 151 430240	231	101000
	00257	07/19/17 Zip tie		6.99			2500 151 430240	231	101000

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CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 8/17

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Operating Cash  
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Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33224	12 NORMONT EQUIPMENT	3,275.40					
	15315 07/25/17 Emulsion	3,275.40			2820 210 430240	471	101000
33226	151 NORTHWESTERN ENERGY	6,435.01					
	0709877-5 07/10/17 200 E Reservoir	1,436.42			5210 502 430515	341	101000
	0719271-9 07/10/17 601 Robin Ln Well	2,378.33			5210 502 430515	341	101000
	0719272-7 07/10/17 4 Billman Ln Well	2,575.26			5210 502 430515	341	101000
	0709882-5 07/17/17 229 River Dr. C-center pump	45.00			5210 502 430515	341	101000
33227	151 NORTHWESTERN ENERGY	7,595.57					
	0708370-2 07/14/17 8th and Park sprinklers	6.46			1000 155 430950	341	101000
	0719373-3 07/14/17 229 River Dr.	18.78			1000 155 430950	341	101000
	0720113-0` 07/11/17 229 River Dr. CC bldg	110.06			1000 155 430950	341	101000
	0709880-9 07/11/17 200 River dr. Pool	6,889.49			1000 155 460445	341	101000
	0709881-7 07/11/17 229 River dr. Civic Center	570.78			1000 155 460442	341	101000
33228	151 NORTHWESTERN ENERGY	3,982.47					
	0719358-4 07/17/17 Street lights	3,878.36			2400 420100	340	101000
	0720122-1 07/14/17 400 North M	12.75			2400 420100	340	101000
	0802599-1 07/14/17 608 W Chinook	46.12			2400 420100	340	101000
	0933715-5 07/14/17 710 W Callender	45.24			2400 420100	340	101000
33229	3033 RECREATION SUPPLY CO.	338.42					
	326497 07/27/17 Pool vac. vandalism	338.42			1000 155 460445	361	101000
33231	2011 RITEWAY SERVICE	85.00					
	20170702 07/02/17 Sweeper	85.00			2500 151 430240	232	101000
33232	3659 RIVERSIDE HARDWARE LLC	13.28					
	25876 07/28/17 Padlock	4.29			5210 502 430510	220	101000
	25611 07/25/17 Trowell	8.99			5210 502 430510	220	101000
33234	1718 SOLID WASTE SYSTEMS, INC.	188.00					
	0097746 07/25/17 Filter	188.00			5410 504 430830	232	101000
33235	1814 SPECIAL LUBE	109.00					
	52130 07/12/17 Pickup maint.	35.00			5410 504 430830	362	101000
	52415 07/28/17 49-9972A	37.00			5210 502 430515	232	101000
	52394 07/28/17 49-7705C	37.00			5210 502 430515	232	101000

08/09/17  
14:29:35

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 8/17

Page: 6 of 14  
Report ID: AP100

Operating Cash  
\* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$	PO #	Fund Org Acct	Object Proj	Cash
Check	Invoice #/Inv Date/Description	Line \$					Account
33236	3353 STORY DISTRIBUTING	4,136.11					
77408	07/25/17 Diesel fuel 422g	890.42*			1000 123 411700	236	101000
77408	07/25/17 Additive 24oz	19.20*			1000 123 411700	236	101000
77485	08/01/17 Diesel fuel 310g	664.33*			1000 123 411700	236	101000
77485	08/01/17 Additive 24oz	19.20*			1000 123 411700	236	101000
77318	07/18/17 Diesel fuel 256g	527.36*			1000 123 411700	236	101000
77318	07/18/17 Additive 20oz	16.00*			1000 123 411700	236	101000
77239	07/11/17 Diesel fuel 570g	1,162.80*			1000 123 411700	236	101000
77209	07/07/17 Diesel fuel 400g	816.00*			1000 123 411700	236	101000
77209	07/07/17 Additive 26oz	20.80*			1000 123 411700	236	101000
33237	1 TECH ELECTRIC, INC	65.00					
37856	07/21/17 Troubleshooting	65.00			5310 503 430640	361	101000
33238	2991 TITAN MACHINERY	2,230.25					
9664384	07/26/17 Parts	2,230.25			2500 151 430240	232	101000
33239	2963 WESTERN EMULSIONS, INC.	20,051.50					
10332190	07/11/17 HFMS-2	10,603.75			2820 210 430240	472	101000
10332191	07/12/17 HFMS-2	9,447.75			2820 210 430240	472	101000
33240	2087 WISPWEST.NET	89.90					
348253	08/01/17 Internet Civic Center	44.95			1000 155 430950	346	101000
350738	08/01/17 Internet Pool	44.95			1000 155 430950	346	101000
33241	3237 WHISTLER TOWING, LLC	125.00					
14424	07/19/17 Tow for chipsseal project Bst	125.00			2500 151 430240	232	101000
33242	2671 COMDATA	2,678.79					
20275122	08/01/17 Building	135.24			1000 143 420403	236	101000
20275122	08/01/17 Water	914.71			5210 502 430515	236	101000
20275122	08/01/17 Sewer	234.30			5310 503 430625	236	101000
20275122	08/01/17 Parks	724.57			1000 155 430950	236	101000
20275122	08/01/17 Streets	408.40			2500 151 430240	236	101000
20275122	08/01/17 Solid Waste	209.88			5410 504 430830	236	101000
20275122	08/01/17 Code enforcement	51.69			1000 154 440640	236	101000
33252	3347 DIRETTE, JOELLA	1,960.04					
17-18	08/16/17 Flex Account	1,960.04			7910 212970		101000

08/09/17  
14:29:35

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 8/17

Page: 7 of 15  
Report ID: AP100

Operating Cash  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33253		2969 CLAWSON - ROBERTS, MELANIE 17-18 08/16/17 Flex Account		387.96 387.96			7910 212970		101000
33254		958 HARRINGTON, KEVIN 17-18 08/16/17 Flex Account		105.70 105.70			7910 212970		101000
33255		153 POWERS, DIANE 17-18 08/16/17 Flex Account		422.28 422.28			7910 212970		101000
33256		2595 TOWN & COUNTRY FOODS - 823-6002 08/03/17 Class supplies		15.74 15.74			1000 141 420400	370	101000
33257		2595 TOWN & COUNTRY FOODS - 8236002 07/30/17 Cleaning supplies		31.56 31.56			1000 141 420400	220	101000
33258		2671 COMDATA 20275137 08/01/17 July Fuel 20275137 08/01/17 July Fuel		1,807.87 352.47 1,455.40			1000 141 420400 5510 142 420730	236 236	101000 101000
33259		2662 BOUND TREE MEDICAL, LLC 82575955 07/31/17 Patient supplies		417.83 417.83			5510 142 420730	235	101000
33260		2662 BOUND TREE MEDICAL, LLC 82579069 08/02/17 Patient supplies		323.85 323.85			5510 142 420730	235	101000
33261		3634 SHIELDS GARAGE 3116 08/01/17 M4 Repairs		150.00 150.00			5510 142 420730	360	101000
33262		3449 LEAF 7583930 07/22/17 Copier lease		36.14 36.14			2300 132 420160	220	101000
33264		102 INDUSTRIAL TOWEL 25973 08/03/17 Shop towels, rugs		37.70 37.70			1000 121 411230	360	101000
33265		3248 AGENDA PAL IN5283 08/01/17 Subscription service -Sept. 17		150.00 150.00			1000 101 410130	333	101000
33268		147 LIVINGSTON UTILITY BILLING 08/09/17 City/County complex 08/09/17 Parks Garb 08/09/17 Cemetery 08/09/17 Soccer Fieldhouse 08/09/17 Sewer Plant 08/09/17 Street Shop 08/09/17 Street Shop		2,343.74 568.80 590.13 27.17 40.20 399.89 63.15 63.15*			1000 121 411230 1000 155 430950 1000 121 411230 1000 155 430950 5310 503 430640 2500 151 430220 5410 504 430830	342 342 342 342 342 342 342	101000 101000 101000 101000 101000 101000 101000

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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	08/09/17	Scale House		37.39			5410 504 430820	342	101000
	08/09/17	Utility shop		168.74			5210 502 430520	342	101000
	08/09/17	Utility shop		128.52			5310 503 430620	342	101000
	08/09/17	Utility shop		49.25			5410 504 430820	342	101000
	08/09/17	City of Livingston Star Rd		46.16			1000 121 411230	342	101000
	08/09/17	City of Livingston B Street		56.18			1000 121 411230	342	101000
	08/09/17	110 S. B Street-Irrigation		105.01			1000 121 411230	342	101000
33270		1658 KONE INC.		582.35					
	1157441091	07/25/17 Lobby elevator		582.35			1000 121 411230	360	101000
33271		63 HOUSE OF CLEAN		71.30					
	189982	07/10/17 37% supplies		71.30			1000 121 411230	231	101000
33272		63 HOUSE OF CLEAN		38.05					
	190525	07/17/17 37% Janitorial supplies		38.05			1000 121 411230	231	101000
33273		63 HOUSE OF CLEAN		43.72					
	191718	08/01/17 37% Janitorial supplies		43.72			1000 121 411230	231	101000
33275		3712 PERSONALIZE IT- LAZER		214.20					
	68467	07/21/17 Self-inking stamps		214.20			1000 123 411700	211	101000
33276		468 LIVINGSTON FIRE SERVICE, INC		32.85					
	15403	08/02/17 Extinguishers Annual Maint		32.85			1000 121 411230	360	101000
33277		999999 SEMINOLE, SHAREE		31.00					
	TK11-0182	07/28/17 Over payment time pay		31.00			1000 351036		101000
33278		999999 PRICE, ROBERT A		18.00					
	TK17-0013	07/26/17 Restitution Holly Perry		18.00			1000 351036		101000
33279		2666 MUNICIPAL EMERGENCY SERVICES		1,924.00					
	1148904	07/25/17 SCBA service call & test		1,924.00			1000 141 420400	350	101000
33280		2595 TOWN & COUNTRY FOODS -		8.33					
	2222061	07/28/17 Water 24 pk		8.33			1000 141 420400	220	101000
33281		55 LIVINGSTON HEALTH CARE-MEMORIAL		42.05					
	17126	07/31/17 Patient supplies		42.05			5510 142 420730	235	101000





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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33290		54 GATEWAY OFFICE SUPPLY		20.00					
	37246	07/28/17 Window envelopes		20.00			1000 123 411700	211	101000
33291		2705 CITY OF LIVINGSTON		27.67					
	17-18	07/28/17 Office supplies		14.37			1000 123 411700	211	101000
	17-18	07/28/17 Postage		13.30			1000 123 411700	211	101000
33292		292 UPS STORE #2420, THE		13.71					
	300876679	07/28/17 LPD Shipment		13.71			1000 123 411700	310	101000
33293		102 INDUSTRIAL TOWEL		32.00					
	25478	07/28/17 Rug Maintenance		32.00			1000 121 411230	360	101000
33294		14 SHOPKO STORES, LLC		19.99					
	0317700010	07/27/17 Station supplies		19.99*			5510 142 420730	220	101000
33295		98 GRAYBEAL'S ALL SERVICE		1,340.00					
	87056	07/23/17 Station 2 heating		1,340.00			5510 142 420730	940	101000
33296		2907 SHI INTERNATIONAL CORP.		73.60					
	B06819021	07/18/17 Computer repair		73.60			1000 141 420400	220	101000
33297		23 CARQUEST AUTO PARTS		16.63					
	385315	07/26/17 Terry towels		16.63			1000 141 420400	220	101000
33298		26 LIVINGSTON ACE HARDWARE -		77.73					
	215607	07/26/17 Cleaning supplies		77.73			1000 141 420400	220	101000
33299		2662 BOUND TREE MEDICAL, LLC		26.34					
	82571787	07/26/17 Patient supplies		26.34			5510 142 420730	235	101000
33300		2662 BOUND TREE MEDICAL, LLC		257.14					
	82573257	07/27/17 Patient supplies		257.14			5510 142 420730	235	101000
33304		272 PARK COUNTY		495.77					
	1013	07/31/17 City phones		105.42			1000 122 411300	343	101000
	1013	07/31/17 Fire 50% phones		47.88			1000 141 420400	343	101000
	1013	07/31/17 Amb 50% phones		47.86*			5510 142 420730	343	101000
	1013	07/31/17 Police phones		77.50			1000 131 420100	350	101000
	1013	07/31/17 Dispatch phone		35.61			2300 132 420160	343	101000
	1013	07/31/17 37% Misc Maint Supplies		181.50			1000 121 411230	365	101000

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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33306		1245 BERG EXCAVATION		1,825.00					
	1984	08/03/17 Excavation of Geyser sewermain		1,825.00			5310 503 430625	361	101000
33307		162 CENTURYLINK		691.23					
	3850	07/04/17 Sewer Plant		0.00			5310 503 430640	343	101000
	0082	07/04/17 City shop 50%		30.56			2500 151 430220	343	101000
	0082	07/04/17 City shop 12%		7.33			5310 503 430620	343	101000
	0082	07/04/17 City shop 38%		23.22			5410 504 430820	343	101000
	5606	07/04/17 Utility 1/3		0.00			5210 502 430520	343	101000
	5570	07/04/17 Utility 1/3		0.00			5310 503 430620	343	101000
	5570	07/04/17 Utility 1/3		0.00			5410 504 430820	343	101000
	5240	07/04/17 Scale House		0.00			5410 504 430870	346	101000
	0149	07/04/17 Civic Center		98.94			1000 109 460449	343	101000
	6003	07/14/17 Finance Office 110 S. B		372.22			1000 122 411300	343	101000
	0083	07/04/17 Building Dept.		158.96			1000 143 420403	343	101000
	6436	07/04/17 Park Dept		0.00*			1000 153 460430	343	101000
33310		54 GATEWAY OFFICE SUPPLY		90.40					
	37309	08/03/19 Office supplies		90.40*			1000 123 411700	210	101000
33312		23 CARQUEST AUTO PARTS		94.00					
	1912385124	07/25/17 Respirator		47.00			5210 502 430515	231	101000
	1912385124	07/25/17 Respirator		47.00			5310 503 430625	231	101000
33313		1783 J & H OFFICE EQUIPMENT		213.00					
	21069630	07/31/17 Canon copier lease		213.00			1000 123 411700	368	101000
33314		1550 MALCOTT, EILEEN		49.10					
	17-18	07/20/17 Flex account		49.10			7910 212970		101000
33316		1920 HORIZON AUTO PARTS		12.83					
	799069	07/25/17 Bulb for sewer plu		12.83			5310 503 430625	232	101000
33317		776 KENYON NOBLE		36.90					
	6114428	08/02/17 Concrete		36.90			5310 503 430625	231	101000
33318		468 LIVINGSTON FIRE SERVICE, INC		100.15					
	15402	08/02/17 Extinguisher Ann. Maint.		100.15			5210 502 430520	220	101000
33319		2731 MONTANA WASTE SYSTEMS, INC		78,755.71					
	507086	07/31/17 Transfer Station fees		78,755.71			5410 504 430840	396	101000

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Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj	Account
33322	879 VERIZON WIRELESS	2,447.24								
6948	07/20/17 Water Cell	63.88			5310	503	430620	347		101000
0836	07/20/17 Water Cell	23.01			5210	502	430515	347		101000
2470	07/20/17 Solid Waste truck	0.00			5410	504	430820	347		101000
2471	07/20/17 Solid Waste truck	13.23			5410	504	430820	347		101000
0340	07/20/17 EMS	144.50*			5510	142	420730	347		101000
0168	07/20/17 EMS	13.23*			5510	142	420730	347		101000
0167	07/20/17 EMS	48.46*			5510	142	420730	347		101000
0169	07/20/17 EMS	13.23*			5510	142	420730	347		101000
2114	07/20/17 Fire	169.31			1000	141	420400	347		101000
0542	07/20/17 Fire	51.65			1000	141	420400	347		101000
3850	07/20/17 Fire	42.52			1000	141	420400	347		101000
8483	07/20/17 Planning	36.63			1000	106	411030	347		101000
0712	07/20/17 Dispatch	23.73			2300	132	420160	220		101000
7702	07/20/17 Cemtery	40.30			1000	155	430950	347		101000
6974	07/20/17 Roaming crew - Jones	23.84			1000	155	430950	347		101000
1469	07/20/17 Water Cell	97.25			5210	502	430515	347		101000
1472	07/20/17 Water Cell	11.60			5210	502	430515	347		101000
9101	07/20/17 Water Cell 1/2	34.80			5210	502	430515	347		101000
9101	07/20/17 Sewer Cell 1/2	34.79			5310	503	430620	347		101000
7857	07/20/17 Sewer Cell	23.96			5310	503	430620	347		101000
1470	07/20/17 Sewer Cell	32.96			5310	503	430620	347		101000
2195	07/20/17 Roaming	157.13			1000	155	430950	347		101000
6891	07/20/17 Water 1/2	0.00			5210	502	430515	347		101000
6891	07/20/17 Sewer 1/2	0.00			5310	503	430620	347		101000
6565	07/20/17 Water 1/2	34.08			5210	502	430515	347		101000
6565	07/20/17 Sewer 1/2	34.08			5310	503	430620	347		101000
1359	07/20/17 Parks	23.11			1000	155	430950	347		101000
1823	07/20/17 Street	34.46			2500	151	430220	347		101000
2197	07/20/17 Animal Control	64.45			1000	154	440640	347		101000
2196	07/20/17 Street	74.45			2500	151	430220	347		101000
823-9008	07/20/17 Code Enforcement	22.97			1000	143	420403	347		101000
7258	07/20/17 Building dept	17.14			1000	143	420403	347		101000
0813	07/20/17 Building dept	0.00			1000	143	420403	347		101000
1308	07/20/17 Central	51.47			1000	122	411300	347		101000
7422	07/20/17 Central	73.83			1000	122	411300	347		101000
222-8155	07/20/17 Rec. dept	67.12			1000	109	460449	347		101000
0808	07/20/17 Rec. dept	0.00			1000	109	460449	347		101000
223-1616	07/20/17 ATS	121.48			1000	109	460449	347		101000
223-2233	07/20/17 ATS	61.50			1000	109	460449	347		101000
823-9870	07/20/17 ATS	47.31			1000	109	460449	347		101000
224-2053	07/20/17 Fire Chief	104.83			1000	141	420400	347		101000
224.8678	07/20/17 Medic 2	33.48*			5510	142	420730	347		101000
823-9928	07/20/17 Fire & Recuse	42.52			1000	141	420400	347		101000
823-9929	07/20/17 Fire & Recuse	42.52			1000	141	420400	347		101000

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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	223-8255	07/20/17	Fire & Recuse	42.52			1000 141 420400	347	101000
	223-8268	07/20/17	Public works eng	31.31			5210 502 430515	347	101000
	223-8268	07/20/17	Public works eng	31.31			5310 503 430620	347	101000
	224-2470	07/20/17	Transfer Station	22.43			5410 504 430820	347	101000
	223-6314	07/20/17	Scale House	22.97			5410 504 430820	347	101000
	224-0509	07/20/17	Transfer station - Van	59.39			5410 504 430820	347	101000
	5022	07/20/17	WWTP	87.53			5310 503 430620	347	101000
	8119	07/20/17	WWTP - pager	22.97			5310 503 430620	347	101000
	5246	07/20/17	Cain	42.52			5210 502 430515	347	101000
	823-9535	07/20/17	City Pool	33.48			1000 109 460449	347	101000
33323		2432	XYLEM DEWATING SOLUTION, INC.	991.68					
	400719296	07/11/17	Vac part	991.68			5310 503 430625	361	101000
33331		2569	HARD, WAYNE	81.00					
	17-18	07/25/17	Flex account	81.00			7910 212970		101000
33335		3035	LIVINGSTON FOOD PANTRY	352.93					
	86	07/27/17	Meals for Summer Camp 6/12-16	352.93*			1000 109 460445	226	101000
33336		776	KENYON NOBLE	260.74					
	6071299	07/10/17	Waferboard, white wood	260.74*			1000 109 460445	231	101000
33337		47	WILCOXSON'S	103.80					
	800507	07/13/17	Ice cream - Pool	33.30			1000 109 460445	220	101000
	800541	07/20/17	Ice cream - Pool	38.80			1000 109 460445	220	101000
	800729	07/27/17	Ice cream - Pool	31.70			1000 109 460445	220	101000
33339		3131	BOZONE, THE	225.00					
	18322	07/01/17	Summerfest ad	225.00			2212 153 460420	336	101000
33340		1783	J & H OFFICE EQUIPMENT	82.15					
	507972	07/13/17	Canon Coper	82.15			1000 109 460442	368	101000
33341		3143	SAFETRAC	383.95					
	22509	08/01/17	QualGuard Plus	383.95			1000 109 410450	350	101000
33343		3229	EMSAR, INC.	821.08					
	65306	07/28/17	Annual Cot Service	821.08			5510 142 420730	360	101000
33344		55	LIVINGSTON HEALTH CARE-MEMORIAL	201.59					
	17127	08/07/17	Patient supplies	201.59			5510 142 420730	235	101000

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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33345		3040 MIDWAY RENTAL, INC. 5-44301 08/03/17 Rent - Cut-off saw		143.48 143.48			1000 141 420400	360	101000
33346		1390 KEN'S EQUIPMENT REPAIR, INC 49254 07/26/17 M4 Repairs		2,305.25 2,305.25*			5510 142 420730	232	101000
33347		2666 MUNICIPAL EMERGENCY SERVICES IN1151526 08/02/17 Turnout Gear		126.56 126.56*			4100 141 420460	940	101000
33348		2268 BIG BEAR CONTRACTING, LLC 1139 07/05/17 Remodel - Install Old Cabinets		2,570.00 2,570.00*			1000 109 460442	924	101000
33349		3519 OPPORTUNITY BANK OF MONTANA 201709 09/01/17 Sept 17 Rent		1,775.00 1,775.00			1000 121 411230	530	101000
33350		3407 LIVINGSTON DAYCARE, LLC 092017 09/01/17 Parking Lot Lease - Sept 17		900.00 900.00			1000 121 411230	532	101000
33351		3442 LIVINGSTON PUBLIC WORKS		161.61					
		2017 02/03/17 Billman Well		3.19			5310 503 430625	231	101000
		2017 02/22/17 Float for sewer vac		4.99			5310 503 430625	231	101000
		2017 02/15/17 Plug for pump		3.49			5310 503 430625	231	101000
		2017 05/24/17 Sewer clamps, nuts and bolts		5.46			5310 503 430625	231	101000
		2017 05/25/17 Sewer jet door handle		1.50			5310 503 430625	231	101000
		2017 07/19/17 Glue		2.79			5310 503 430625	231	101000
		2017 07/17/17 Plumbers putty		2.99			5310 503 430625	231	101000
		2017 02/24/17 Bulbs		10.83			5210 502 430515	231	101000
		2017 04/04/17 Bolts		7.20			5210 502 430515	231	101000
		2017 02/06/17 Parts		8.06			5210 502 430515	231	101000
		2017 06/07/17 Veh. Adap.		14.99			5210 502 430515	231	101000
		2017 07/21/17 Clamp		7.77			5210 502 430515	231	101000
		2017 07/18/17 Baseball net		2.99			1000 155 460430	231	101000
		2017 04/21/17 Creamer		9.48			5310 503 430620	220	101000
		2017 05/18/17 Creamer		13.22			1000 106 411030	220	101000
		2017 03/29/17 Creamer		10.28			2500 151 430220	200	101000
		2017 06/27/17 Creamer		20.56			5210 502 430520	220	101000
		2017 06/27/17 Candy		1.29			5210 502 430520	220	101000
		2017 08/02/17 Creamer		15.09			2500 151 430220	200	101000
		2017 08/02/17 Candy		1.48			2500 151 430220	200	101000
		2017 03/10/17 Postage		0.52			5210 502 430570	310	101000
		2017 03/01/17 Stamps		9.60			5210 502 430570	310	101000
		2017 06/27/17 Certified mail		3.84			5210 502 430570	310	101000

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Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33352	948 BRIDGER ELECTRIC, INC.	5,106.85					
	887 07/31/17 PRV	4,740.51			5210 502 430520	940	101000
	887 07/31/17 PRV	366.34			5210 502 430520	940	101000
33353	3633 BILLING DOCUMENT SPECIALISTS	70.00					
	42865 07/31/17 Online Monthly Maint.	23.33			5210 502 430570	213	101000
	42865 07/31/17 Online Monthly Maint.	23.33			5310 503 430670	213	101000
	42865 07/31/17 Online Monthly Maint.	23.34			5410 504 430870	213	101000
33354	879 VERIZON WIRELESS	406.35					
	9788655455 07/04/17 Card Cards - June	406.35			1000 131 420100	347	101000
33355	3237 WHISTLER TOWING, LLC	150.00					
	14404 07/18/17 Abandoned Vehicle Chevy S10	75.00			1000 131 420100	350	101000
	14403 07/18/17 Abandoned Vehicle Chevy 85 Trk	75.00			1000 131 420100	350	101000
33356	3371 BALCO UNIFORM COMPANY, INC.	37.10					
	46282-2 05/16/17 LPD Gold Plate, O'Neill	37.10*			1000 131 420100	153	101000
33358	2907 SHI INTERNATIONAL CORP.	1,101.21					
	B06840778 07/21/17 2017 Software Adobe pro	1,101.21*			1000 123 411300	946	101000
33359	999999 INGVAR J, VIK	2,000.00					
	VIKIN000 08/01/17 Refund overpayment- Ambulanc	2,000.00			5510 122001		101000
33360	3622 MACINNES, KEN	20.00					
	2017 08/08/17 2017 El Title & Registration	20.00			1000 141 420400	220	101000
33361	468 LIVINGSTON FIRE SERVICE, INC	57.95					
	15394 07/31/17 Extinguisher recharge	57.95			1000 141 420400	360	101000
33362	2595 TOWN & COUNTRY FOODS -	42.14					
	8236002 08/07/17 Station supplies	42.14			1000 141 420400	220	101000
33363	2662 BOUND TREE MEDICAL, LLC	44.95					
	82585363 08/08/17 Patient supplies	44.95			5510 142 420730	235	101000
33364	2662 BOUND TREE MEDICAL, LLC	163.88					
	82585365 08/08/17 Patient supplies	163.88			5510 142 420730	235	101000

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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33365		2662 BOUND TREE MEDICAL, LLC		78.95					
	82585364	08/08/17 Patient supplies		78.95			5510 142 420730	235	101000
33366		983 MONTANA DEPT OF LABOR & INDUSTRY		31.00					
	14690	08/04/17 Operating Certificate Fee		31.00			1000 155 460445	540	101000
		# of Claims	143	Total:	304,548.26				



**Backup material for agenda item:**

**C. CONSENT - Ratify Claim**

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Report ID: AP100

For Doc # = 33193, Operating Cash  
\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33193	84517S	999999	MELLGREN, JEFF & SARA	100.00					
1	08/03/17	Refund	Emmaus Lutheran Church	100.00			1000 341070		101000
		# of Claims	1	Total:	100.00				

08/09/17  
14:34:53

CITY OF LIVINGSTON  
Claim Details  
For the Accounting Period: 8/17

For Doc # = 33366, Operating Cash  
\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date	Vendor #/Name/ Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33366			983 MONTANA DEPT OF LABOR & INDUSTRY	31.00					
1	14690	08/04/17	Operating Certificate Fee	31.00			1000 155 460445	540	101000
			# of Claims	1	Total:				31.00

**Backup material for agenda item:**

- A. RESOLUTION NO. 4750 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ADOPTING THE CITY OF LIVINGSTON GROWTH POLICY.

**RESOLUTION NO. 4750**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LIVINGSTON, MONTANA, ADOPTING THE CITY OF LIVINGSTON  
GROWTH POLICY.**

**WHEREAS**, the State of Montana has mandated that local government adopt growth policy which complies with the requirements of 76-1-601 Montana Code Annotated (MCA); and

**WHEREAS**, the City of Livingston Planning Board has conducted public hearings on the proposed growth policy for the City of Livingston which is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein; and

**WHEREAS**, the Planning Board has recommended that the proposed growth policy be adopted by the Livingston City Commission; and

**WHEREAS**, 76-1-604 MCA requires the City Commission to pass a resolution of intent to either adopt, adopt with revisions or reject the proposed growth policy.

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

That the City Commission of the City of Livingston, Montana, hereby adopts the growth policy attached hereto as Exhibit A.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this  
\_\_\_\_\_ day of August, 2017.

\_\_\_\_\_  
**JAMES BENNETT – Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
**JAY PORTEEN**  
City Attorney

## INTRODUCTION

The previous Growth Policy for the City of Livingston was adopted in 2004. While it has been amended several times since, this update is undertaken to provide more current and relevant data as well as new goals and objective to replace many of the already-realized ones from the prior document.

The primary purpose of this update is to create a document that will be a useful tool that the City can rely upon as it reviews land use and development decisions. This update attempts to deal realistically with current issues and provide guidance for the development of the City. It is, however, recognized that this document should be replaced with a more comprehensive and modern document as soon as it becomes financially feasible.

The planning area consists of the City of Livingston proper and is approximately 5.3 square miles in size.

The following list of goals and objectives have been identified to guide local officials and community members in making decisions that will affect the future of our community.

### **Goal 1: Strengthen Livingston's economy by supporting industries and initiatives that increase employment opportunities and personal income.**

#### **Objectives:**

1. Support existing local businesses and enhance the economic opportunity for new businesses by establishing policy to:
  - a. Support continuing education, to develop a more skilled workforce.
  - b. Continue efforts to increase safe access and accommodate growth to the north side of the railroad corridor.
  - c. Reassess needs of anchor businesses to accommodate their long-term needs and retention.
  - d. Increase efforts to partner with Montana Rail Link to rehabilitate railroad property and integrate it into the community.
  - e. Explore options to enhance the downtown district and support downtown businesses.
  - f. Support initiatives that help local producers and manufacturers connect with and engage in markets beyond Montana.
2. Develop tools to attract and retain economic development prospects.
3. Address affordable housing needs.

**Goal 2: Preserve Livingston's quality of life and community character.**

**Objectives:**

1. Review and update Livingston's roadway entrancements to maintain a vibrant community appearance.
2. Review, update, and enforce the policies, procedures, and building design guidelines in Livingston's gateways.
3. Develop and enforce policies and procedures to preserve Livingston's historic quality.

**Goal 3: Develop infrastructure to enhance community services and improve public safety for Livingston residents.**

**Objectives:**

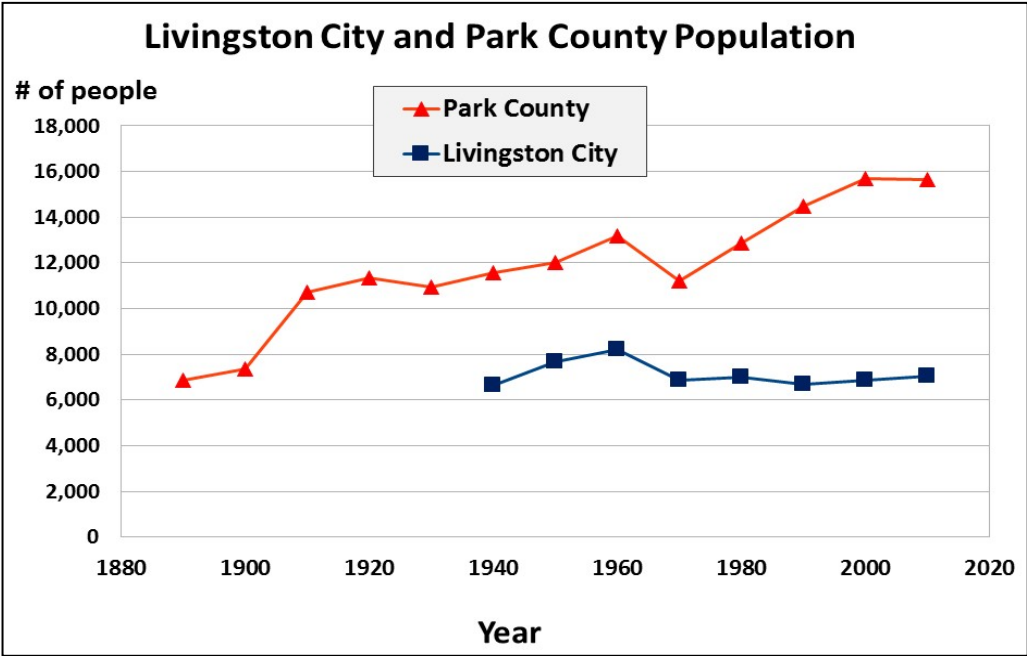
1. With the involvement of County Planning representatives, determine an envelope for logical growth of the City of Livingston and the areas most likely to be annexed by the City.
2. Continue maintaining and updating critical infrastructure including fiber optic connectivity.
3. Improve access to the north side to promote safety and accommodate growth.
4. Update and follow the annexation policy to maintain public safety, and ensure efficient use of public infrastructure.
5. Update and review land use regulations to fulfill the needs and desires of the community.
6. Review existing recycling programs and develop recommendations for enhancement.

# CHAPTER 1 POPULATION & HOUSING

The population of the City of Livingston has been quite stable over the last 40 years. The 1970 population was 6,883 and the 2011 number issued by the Census Bureau was 6,969. Between 1980 and 1990 there was an approximate 300-person drop in population, which appears to be a result of the closure of the Burlington Northern shop facility in the mid-1980s.

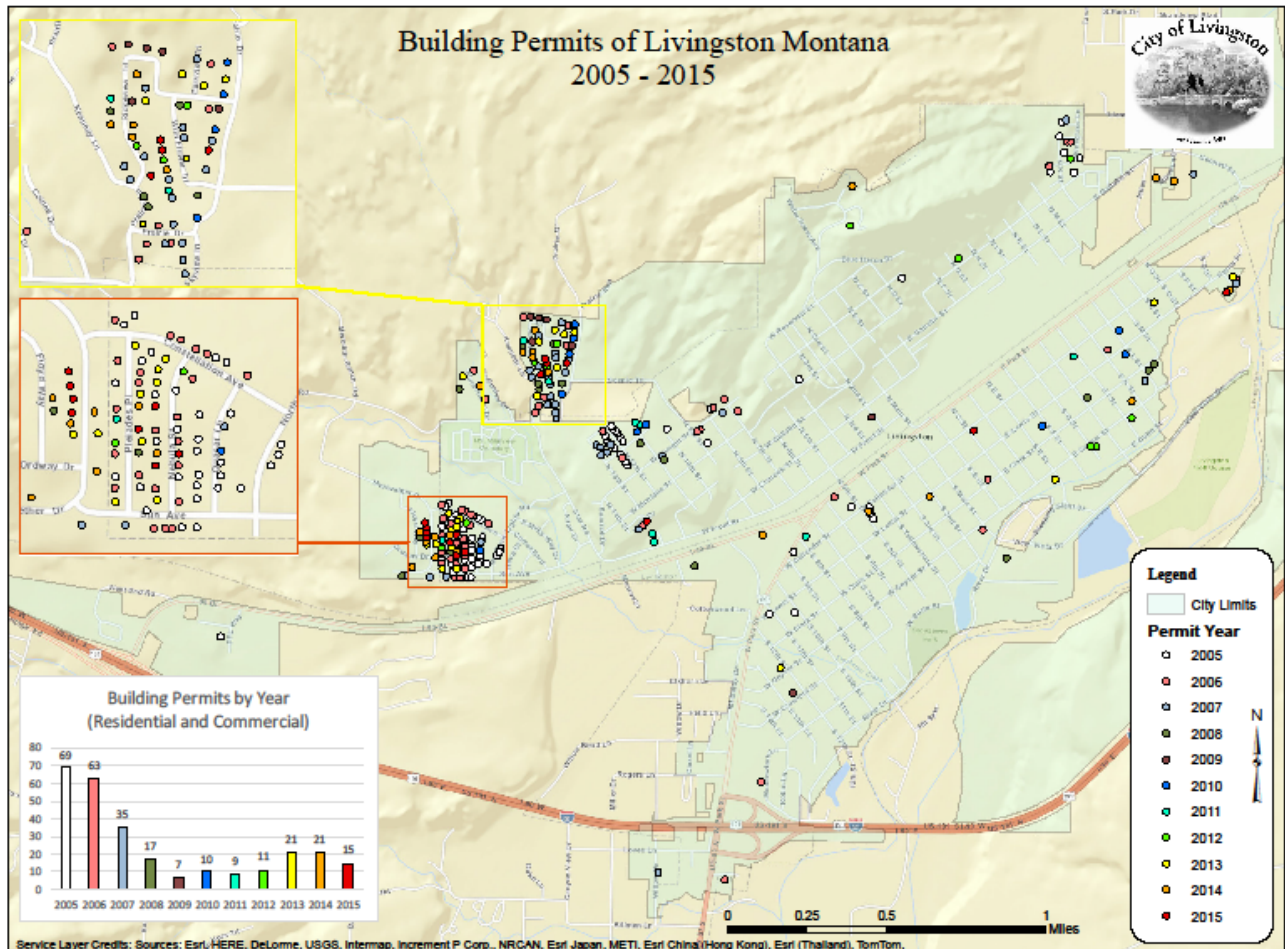
The age composition of Livingston’s population shows the median age to be 41.1 years. This is up slightly from 40.3 years in 2000.

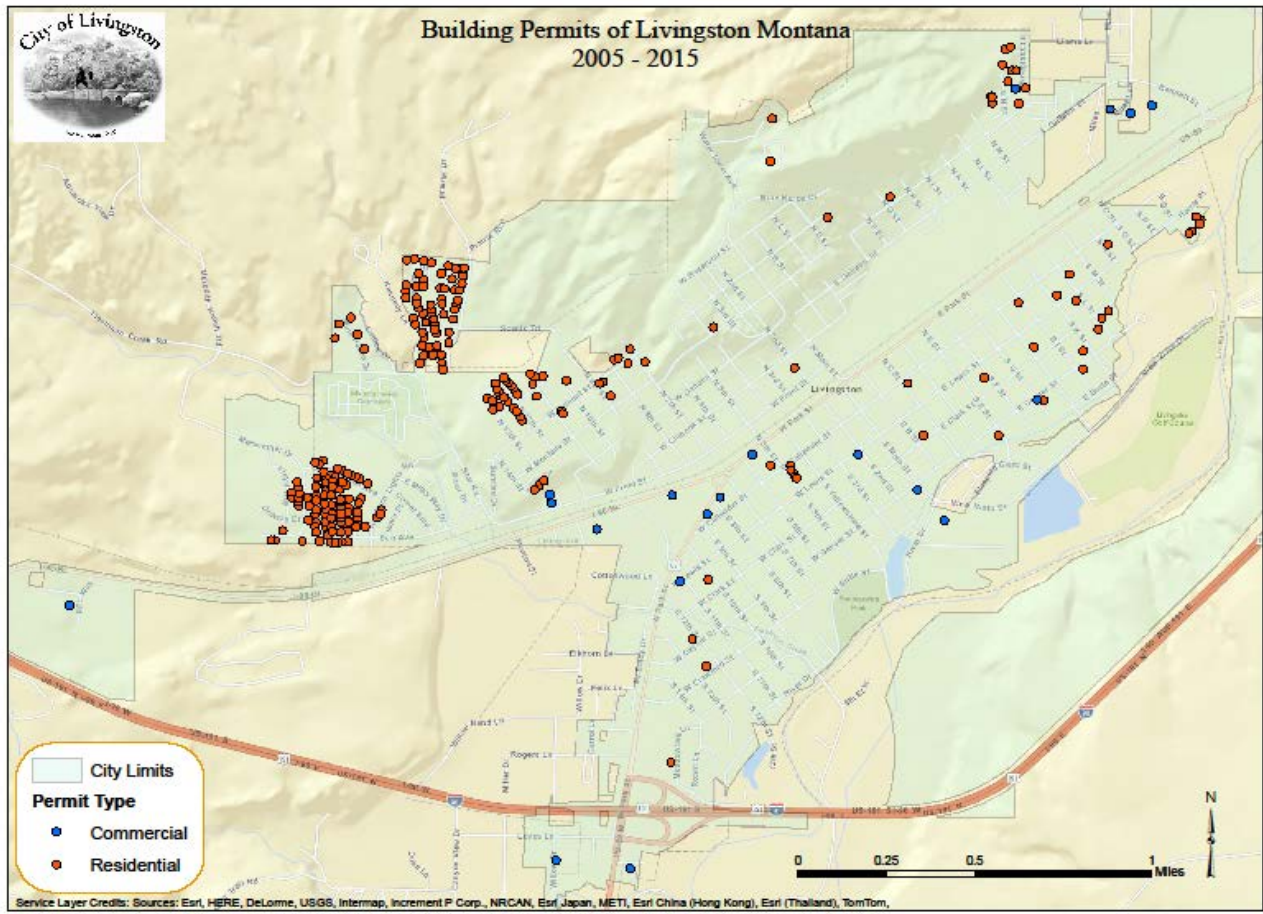
Given the relatively stable population the overall housing stock seems to be adequate. Some 276 housing units, or 8.2% of the housing stock, were vacant in 2000.



Population history of Livingston City and Park County.  
source: 1930 – 2010: US Census, 1890 – 1920: Wikipedia







## CHAPTER 2 ECONOMY

### Introduction

The economy of Livingston and the surrounding area has historically depended upon timber, agriculture and the railroad. All three of these components are still important to the area's economy; however, the number of jobs supplied by these industries continues to decline as it has over the last 25 years. As local jobs decrease within these industries, they are generally being replaced by service-oriented positions.

The geographic setting of our area (near Yellowstone Park, abundant wilderness, National Forests and the Yellowstone River) has created a thriving tourism and recreation industry. This industry has continued to grow and is continually providing new employment opportunities in the area. As Livingston's economy moves away from its historical base, we are also seeing a shift toward the self-employed, often home-based, professional. This is possible through the use of the Internet and other global communication and high speed data transmission technologies.

Local government can encourage economic growth by recognizing what sectors are strong and directing economic development efforts toward weaker or non-existent sectors. Strategies that could be pursued include increasing the area zoned for light industrial use, modifying business regulations to encourage small professional businesses, and maintaining the needed infrastructure to encourage economic activity. The City should also seek to provide higher education, possibly in the form of vocational and/or community colleges and use the tools at our disposal to attract and retain businesses.

## **Current Trends and Data**

The document attached to this Growth Policy as Appendix 1, entitled 2015 Economic Profile of Gallatin and Park Counties, Montana, represents a good picture of the current sector breakdown and demographic changes that are occurring in Park County and the City of Livingston.

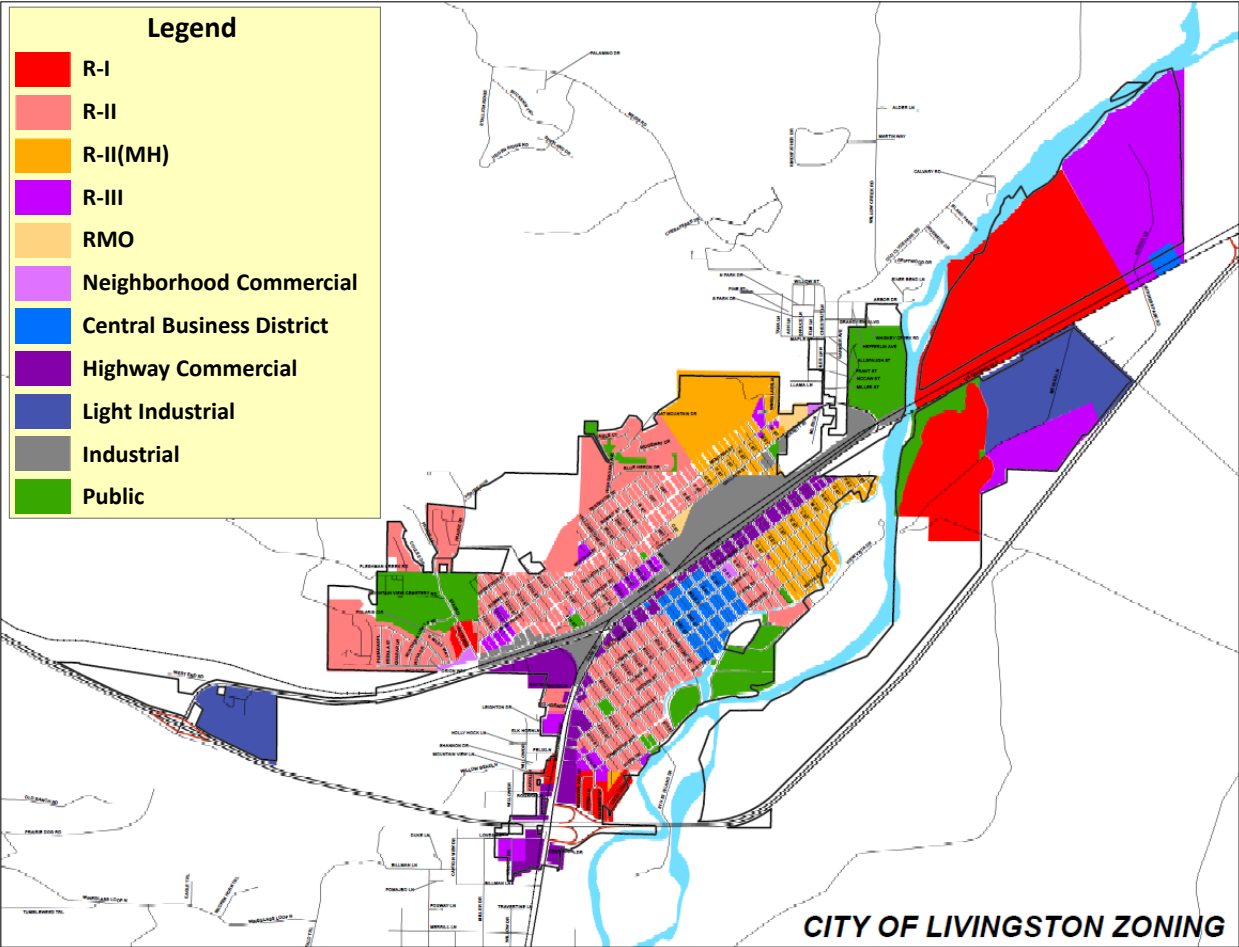
Since the last Growth Policy update, overall economic trends have taken a downward swing away from the boom of 2004 – 2006. While the data now shows that activity has decreased in many sectors as, nationally, we have seen a general economic slow-down, we are seeing some indications of a slow recovery.

In fiscal year 2005-2006 the City issued 75 permits for new residential construction. In contrast, by the end of the 2014-2015 fiscal year only 18 new residential permits were issued. This disparity provides a stark example of just how different the economic climate is since we last revised the Growth Policy. In 2004 our primary concern was centered on how to manage rapid growth and development. Today, we find ourselves in the opposite position – one in which land development has slowed significantly.

Moving forward, the City of Livingston will need to determine how it wishes to react to these conditions to help promote positive change in the region's economic situation.

### CHAPTER 3 LAND-USE

The City of Livingston has the following twelve (12) categories of land-use defined by zoning districts: Low Density Residential (R-I), Medium Density Residential (R-II), Medium Density Residential: Mobile Home (R-II [MH]), High Density Residential (R-III), Mobile Home Residential (RMO), Public (P), Industrial (I), Light Industrial (LI), Highway Commercial (H.C.), Neighborhood Commercial (N.C.), Central Business District (C.B.D.), and Preservation Zoning District (PZD).



Current Land-Use

**Low Density Residential (R-I):** A single-family residential district that requires a large plat area (at least 9,600 square feet). The east side of the Star Addition, the Glenn Division, and the Werner Addition are all R-I.

**Medium Density Residential (R-II):** This is primarily a single-family residential district requiring plats larger than 3,500 square feet. However, duplexes and two-family dwellings may be accommodated on lots of 7,000 square feet or larger. R-II is the dominant land-use in Livingston and is found north and south of Park St.

**Medium Density Residential, Mobile Home (R-II [MH]):** This district has the same requirements as R-II, and is still used primarily for single and two-family dwellings. Unlike R-II, however, this district allows for the placement of mobile homes. R-II (MH) is found primarily in the Minnesota Addition on the north end of town, and in the Riverside Addition in the east part of town.

**High Density Residential (R-III):** R-III zones provide for multi-family developments such as apartment buildings and condominiums. There are R-III areas scattered throughout Livingston, but the majority are found in the northwest and southern parts of town.

**Mobile Home Residential (RMO):** This is a district that allows only mobile homes and accessory buildings. At this time, there are three mobile home courts that are zoned RMO.

**Public (P):** This is land reserved exclusively for public and semi-public uses. Public zones are set aside to provide for a variety of community facilities that serve the public health, safety, and general welfare. Places in Livingston used as (P) include the several parks, the cemetery, the City-County Complex, and the schools.

**Industrial (I):** A district intended to accommodate a variety of businesses, warehousing, transportation terminals, and light and heavy industries. (I) areas in Livingston are concentrated around the Montana Rail Link Railroad and the Livingston Rebuild Center.

**Light Industrial (LI):** Intended to accommodate a variety of light industry, including those defined as light manufacturing as well as business and professional offices.

**Highway Commercial (H.C.):** Highway Commercial zones provide for commercial and service enterprises, which serve the needs of the tourist, traveler, recreationist, or the general traveling public. H.C. areas are usually located near Interstate interchanges, intersections of limited access highways, or adjacent to primary and secondary highways. In Livingston, this is along the southern end of Park Street, along Highways 10 and 89, and near the I-90 interchange.

**Neighborhood Commercial (N.C.):** Neighborhood Commercial zones provide for community retail service, office facilities, or convenience retail development. Most places zoned N.C. are individual businesses in residential areas.

**Central Business District (C.B.D.):** The C.B.D. accommodates stores, hotels, government and cultural centers, professional offices, service establishments, and high-rise apartments. The emphasis in the C.B.D. is on large scale, dense buildings.

**Preservation Zoning District (PZD):** The Preservation Zoning District is designed to supplement land uses and development standards by recognizing the unique characteristics of existing structures which may be important to the community to preserve from either an historical or architectural design perspective or by recognizing the unique characteristics of a specific piece of property due to natural features, including topographic features, watercourses, woodlands and wildlife habitats. It is the intent of this zone that allowed uses act as an inducement to preservation of the historic or architectural design of the buildings and/or natural features. Allowed uses shall not be construed as creating a benefit for the owner of the property to the detriment of other property owners surrounding the PZD, i.e., this is not to be construed as creating special legislation for the benefit of the Preservation Zoning District property owner(s), but rather a method for the preservation of historic or architectural designs and/or natural features important to the community.

#### Future Land-use

In the past six to eight years, the City has annexed a significant amount of land (see map below). These areas include the Yellowstone Preserve property and the Watson Ranch both east of the river, the Discovery Vista subdivision to the northwest, the Jesson property at the west interchange, and the JAT property on Highway 89 South near Billman Lane. Combined, these areas nearly double the area of the incorporated City limits. Thus, it seems that there is more than adequate growth area for Livingston over the next few decades. It seems unlikely that growth pressures will fuel the need for further annexations in the near term, although safety and efficiency considerations can motivate annexation decisions as well.

#### Future Residential Land-use

As reflected on the Future Growth Map, the primary residential growth areas are seen as that north and west of the Palace Addition and northeast of town to include the Green Acres subdivision and the infill area between Green Acres and the current City Limits. These areas have been identified as prime residential areas due to both the adjacent, exiting residential uses as well as the relative ease with which the City can serve these locations with water and sewer. It is also reasonable to expect some residential growth to occur in the “Five-Acre Tract” area.

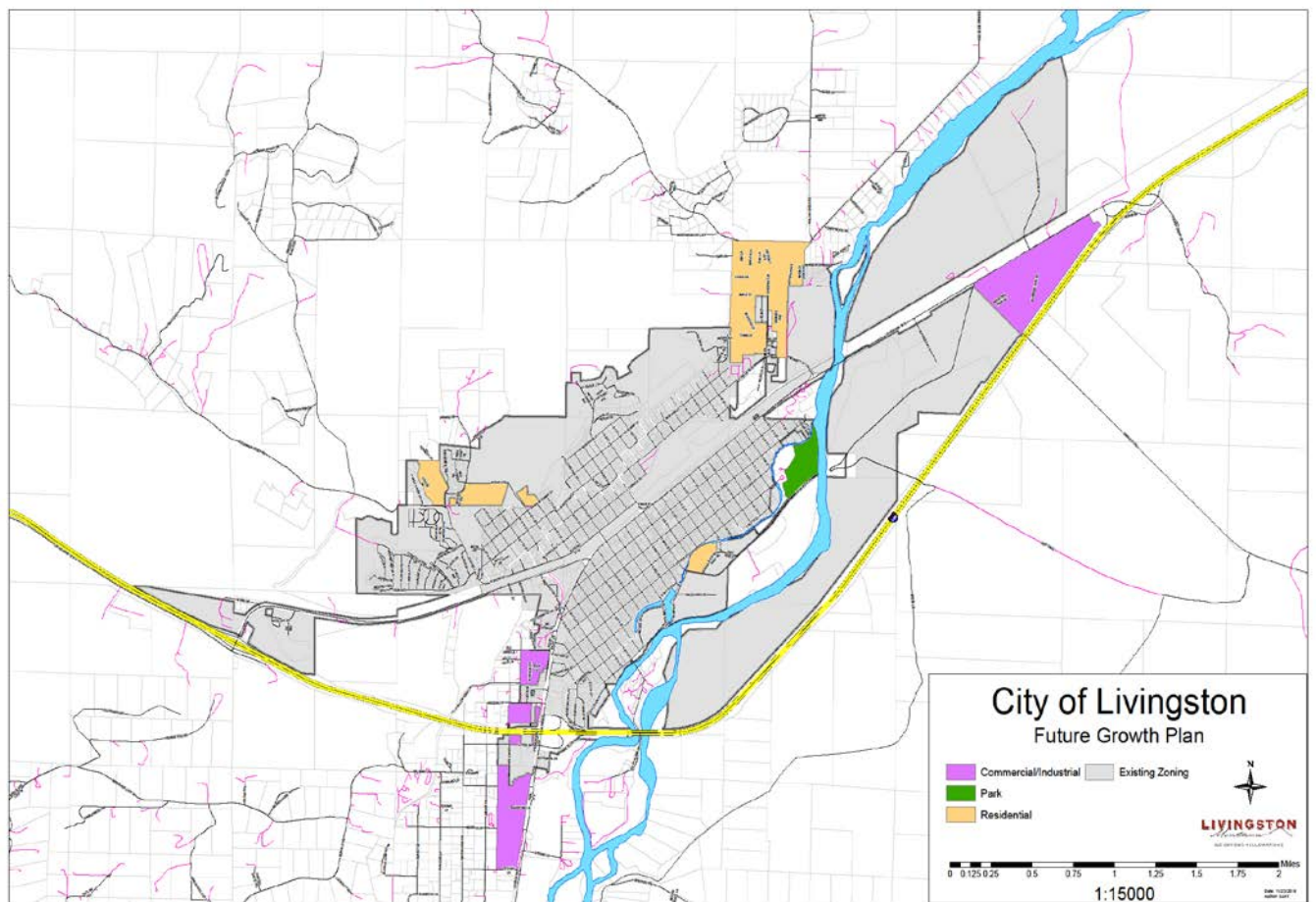
It is important to note that the primary residential growth areas are on the north side of the railroad corridor. This fact makes it essential that the City continue to pursue an additional off-grade rail crossing in order to facilitate future growth. It cannot be overemphasized that if we wish to pursue economic growth, we must provide for the physical growth of the City. Enhanced access to the north side of the railroad is a requirement for this to occur.

## Future Commercial and Industrial Land-use

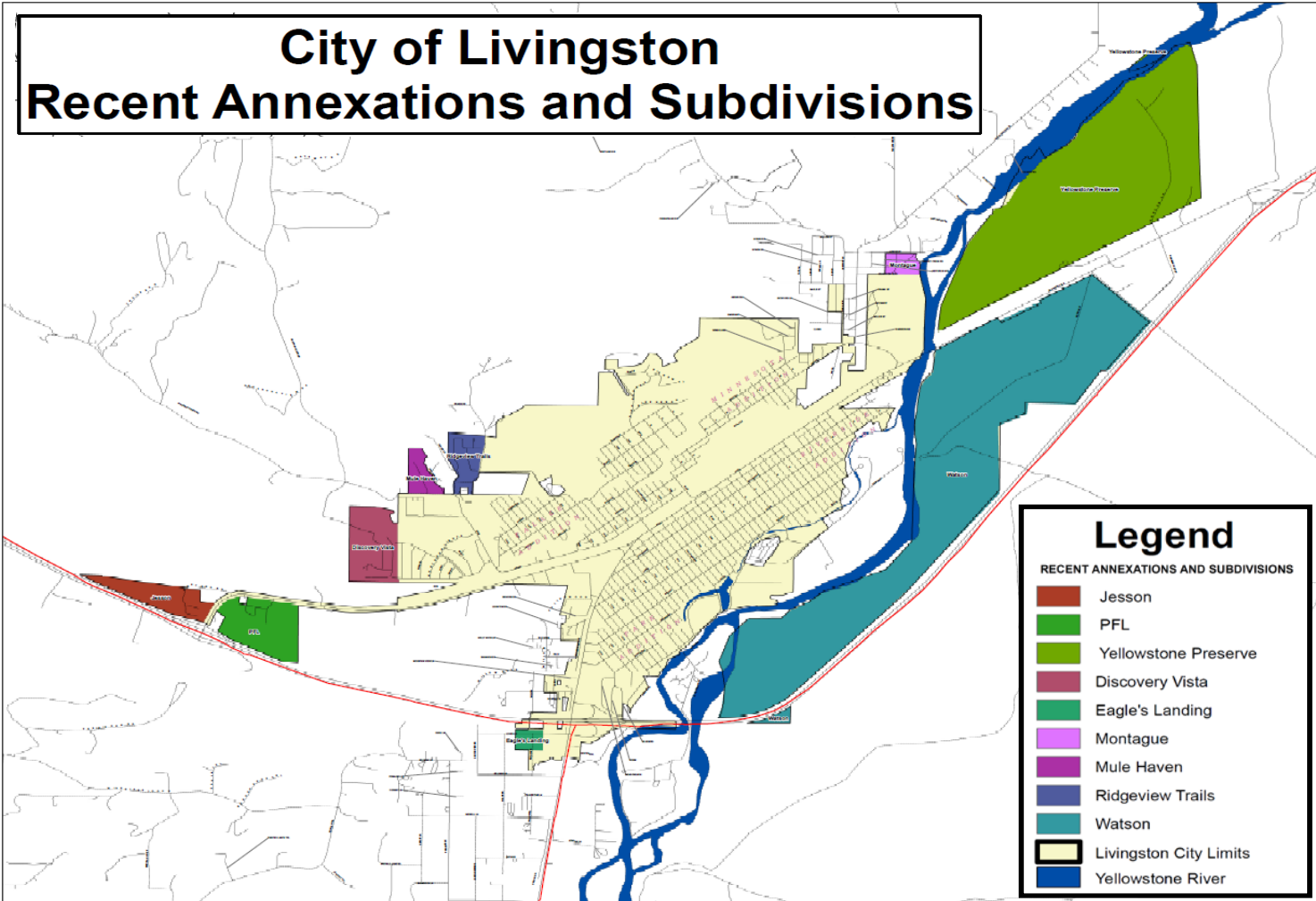
In the past, relatively few options have existed for the location of commercial land uses. Recent annexation of the Watson Property east of the river, the Jesson Property near the west interchange, and the JAT Property on Hwy 89 South, has added greatly to the stock of undeveloped commercial and light industrial land.

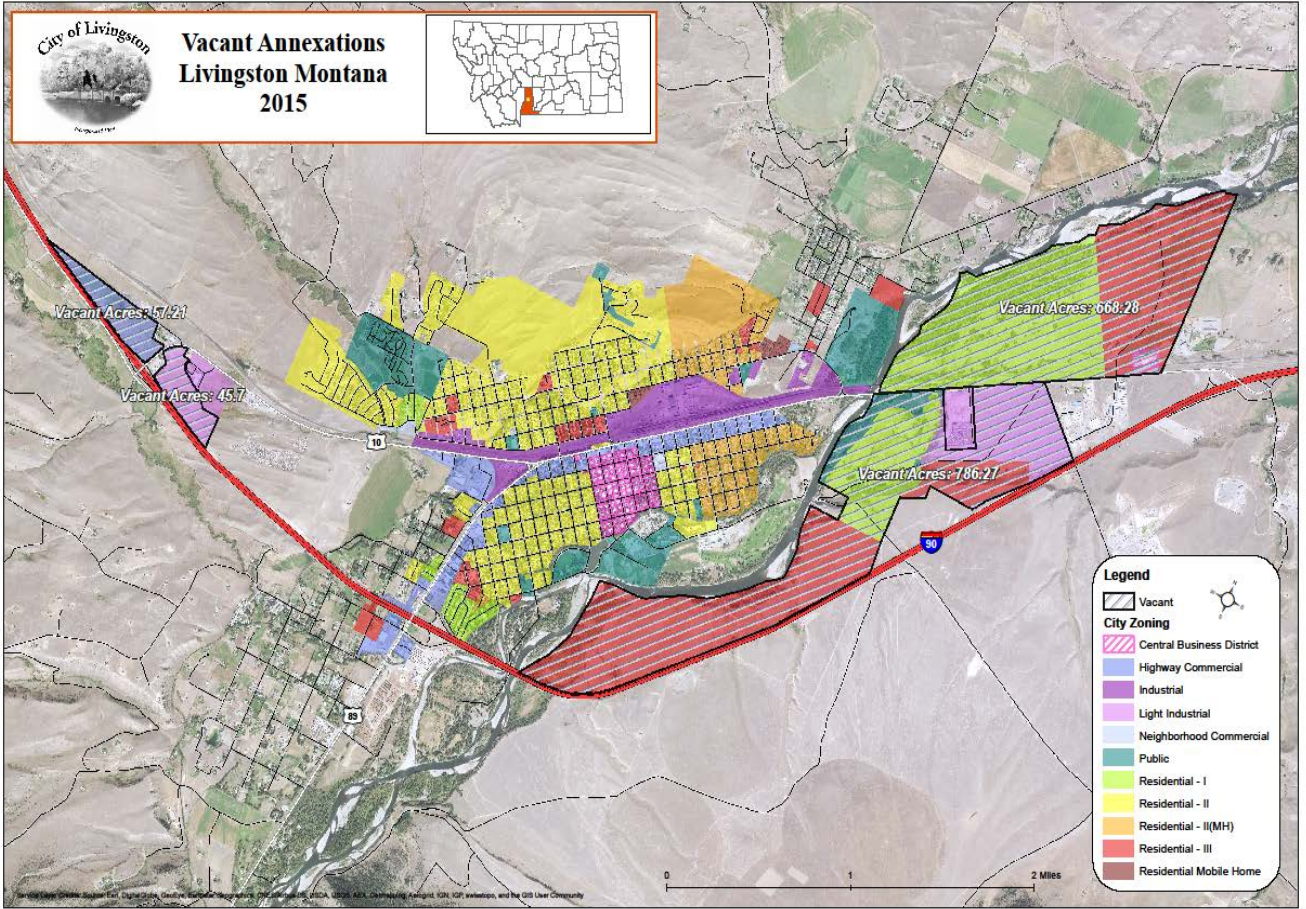
Other potential commercial areas include the railroad property between Gallatin Street and the tracks and the west side of Hwy 89 South as far as Guthrie Lane. These areas are, again, identified due to the relative ease of providing both utilities and general City services to these locations.

The re-use or redevelopment of the railroad shop area is seen as a key element in Livingston's continued economic growth. Its central location and potential for the use of its existing facilities is seen as a great opportunity to provide for additional commercial or industrial activity without requiring the geographical expansion of the City.

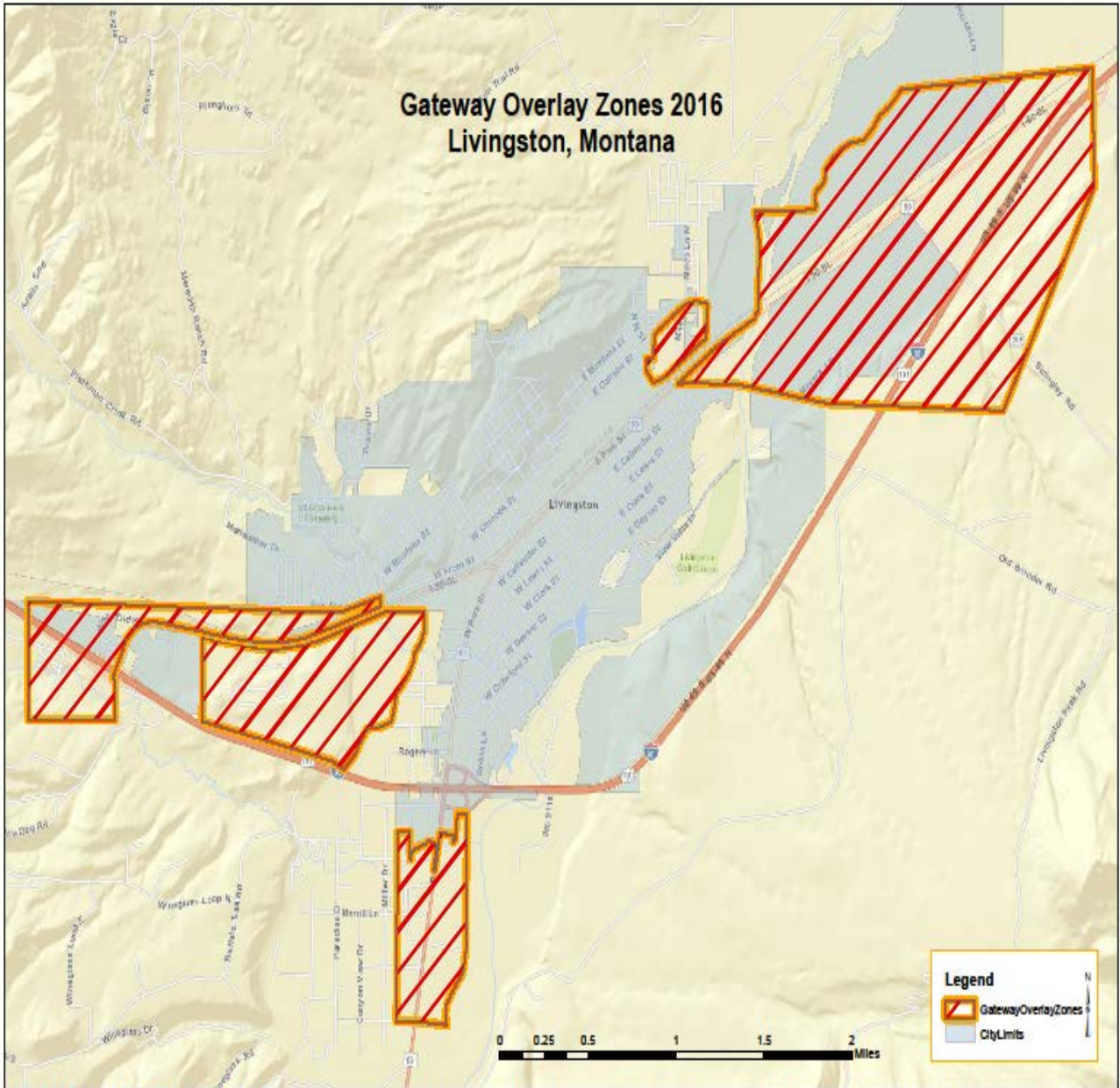








As part of its future land-use planning the City has identified key gateway areas to the City. The City created a Design Review Overlay Zone that applies to these particular areas if and when they are annexed into the City’s jurisdiction. This overlay zoning will provide for some addition regulation over non-residential buildings in order to maintain aesthetically pleasing entrances into our community.



This map is for informational purposes only and not for legal, engineering or surveying purposes.

Park County assumes no legal responsibility for this information and shall not be held liable for any claims or damages arising out of the use of this information.

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## City use of Subdivision Review Criteria

The following explains how the city will define and apply the subdivision review criteria, which are outlined in state law:

### **Definitions:**

- Agriculture – The production of food, feed, and fiber commodities, livestock and poultry, bees, fruits and vegetables, and sod, ornamental, nursery, and horticultural crops that are raised, grown, or produced for commercial purposes.
- Ag water user facilities – Any part of an irrigation system used to produce an agricultural product on property used for agricultural purposes.
- Local Services – All services provided by any local government unit having jurisdiction over the subdivision as well as those commonly provided by private entities to similar properties in the vicinity.
- Natural Environment – The physical conditions that exist within a given area.
- Wildlife and wildlife habitat – Living things that are neither human nor domesticated and the physical surroundings required for their existence.
- Public health and safety – A condition of well-being wherein risk of injury to the community at large is minimized.

The City of Livingston will apply these primary review criteria by answering the following, categorized questions:

- Effect on Agriculture –
  - 1) Would the subdivision remove agricultural or timberlands with significant existing or potential production capacity?
  - 2) Would the subdivision remove from production agricultural lands that are critical to the areas agricultural operations?
  - 3) Would the subdivision create significant conflict with nearby agricultural operations (e.g. creating problems for moving livestock, operating farm machinery, maintaining water supplies, controlling weeds, applying pesticides or would the subdivision generate nuisance complaints due to nearby agricultural operations)?
  - 4) How would the subdivision affect the value of nearby agricultural lands?

- Effect on Agricultural Water User Facilities –
  - 1) Would the subdivision create a significant conflict with agricultural water user facilities (e.g. creating problems for operating and maintaining irrigation systems or creating nuisance complaints due to safety concerns, noise, etc.)?
  
- Effect on Local Services –
  - 1) What additional or expanded public services and facilities would be demanded to serve this subdivision?
    - a) What additional costs would result for services such as streets, law enforcement, parks and recreation, fire protection, water, sewer and solid waste, schools and busing (including additional personnel, equipment, construction and maintenance costs)?
    - b) Who would bear these costs?
    - c) Can the service providers meet the additional costs given legal and other constraints?
  - 2) Would the subdivision allow existing services, through expanded use, to operate more efficiently or make the installation or improvement of services feasible?
  - 3) What are the present tax revenues received from the unsubdivided land by the County, City and Schools?
  - 4) What would be the approximate revenues received by each above taxing authority when the subdivision is improved and built upon?
  - 5) Would new taxes generated from the subdivision cover additional public costs?
  - 6) Would any special improvement districts be created which would obligate the City fiscally or administratively?
  
- Effect on the Natural Environment –
  - 1) How would the subdivision affect surface and groundwater, soils, slopes, vegetation, historical or archaeological features, and visual features within the subdivision or on adjacent lands?
    - a) Would any stream banks be altered, streams rechanneled or any surface water contaminated from run-off carrying sedimentation or other pollutants?
    - b) Would groundwater supplies likely be contaminated or depleted as a result of the subdivision?
    - c) Would construction of streets or building sites result in excessive cuts and fills on steep slopes or cause erosion on unstable soils?
    - d) Would significant vegetation be removed causing soil erosion or bank instability?

- e) Would significant historical or archaeological features be damaged or destroyed by the subdivision?
- f) Would the subdivision be subject to natural hazards such as flooding, rock, snow or land slides, high winds, severe wildfires or difficulties such as shallow bedrock, high water table, unstable or expansive soils, or excessive slopes?

- Effect on Wildlife and Wildlife Habitat –

- 1) How would the subdivision affect critical wildlife areas such as big game wintering range, migration routes, nesting areas, wetlands or other important habitat?
- 2) How would pets or human activity affect wildlife?

- Effect on Public Health and Safety –

- 1) Would the subdivision be subject to hazardous conditions due to high voltage lines, airports, highways, railroads, high-pressure gas lines, or adjacent industrial uses?
- 2) What existing uses may be subject to complaints from residents of the subdivision?
- 3) What public health or safety hazards, such as dangerous traffic or fire conditions, would be created by the subdivision?

Public Hearing Process for Subdivision Review

The Livingston City Planning Board shall conduct all required public hearings associated with the review of subdivisions within the City’s jurisdiction. The hearings will be under the direction of the Chair of the Board or Acting Chair in the absence of the Chair. The Chair will announce the issue under consideration and public comment will be opened with the proponents of the subdivision being asked to speak first. Once the Chair has determined that no further proponents wish to speak, those opposed to the subdivision will be asked to speak. After those opposed to the subdivision have spoken, and after calling three (3) times for further comment on the issue, the Chair will close the public hearing and the Board will begin its deliberation. At the outset of the hearing, the Chair may set a uniform time limit on all speakers in order to ensure that the meeting is concluded at a reasonable hour. Such time limit shall not be less than three (3) minutes. If, in the interest of the public’s right to participate, it is determined by the Chair that a public hearing has extended too late into the evening, the Chair may suspend the hearing and, with the consent of a majority of the Board, order the hearing to be continued at the time and place so stated.

## **CHAPTER 4 PUBLIC FACILITIES & LOCAL SERVICES**

### Local Government

The City of Livingston has a Commission-manager form of government. Five Commission-members are elected to four-year, staggered terms, and they in turn appoint a manager who becomes the chief administrative officer for the city. The manager is then responsible for the administration of all local government affairs placed in his charge (i.e., enforcement of laws and ordinances, direct and supervise all departments, etc.).

### Solid Waste Management

Currently solid waste disposal for the city consists of the Livingston Transfer Station. The City of Livingston collects solid waste from approximately 3,600 homes and businesses using automated garbage trucks. Park County also delivers garbage from their green box sites to the City transfer station. All garbage delivered to the transfer station is ultimately hauled by truck to a landfill in Great Falls.

### Current Operations

The Solid Waste Fund for Livingston is an enterprise fund with two major revenue sources: residential charges, and user fees for commercial stops. Residential garbage fees are set amounts paid each month. Commercial garbage fees are assessed by weight per stop, and also must be paid monthly.

Solid waste is collected weekly for residential users, and at least once a week for commercial users, with options for more pickups. The city collects garbage with two automated collection trucks (one commercial and one primarily residential with some commercial stops) and one backup truck. All trucks are equipped with on-board scales. Both trucks each have a one man crew. These trucks operated five days a week.

In 1993, the city purchased a wood chipper and started a compost pile. The compost pile consists of grass clippings, leaves, and some wood chips. Wood chips are used at the Waste Water Treatment Plant to create compost.

### Future Operations

The City of Livingston will continue the compost pile, and continue to operate the transfer station to serve both City and County residents. All options are still being looked at for handling County-wide solid waste which includes reduction of waste, recycling, and transfer station.

### Utilities

The City of Livingston provides water and sewer services inside and outside the city limits. Prior to receiving city water or sewer, owners must sign a waiver of annexation as the only requirement. It must be noted, however, that most of the water in the county area comes from private wells, and sewage is almost all septic.

### Water System

**Supply.** The present water supply for Livingston consists of six wells located throughout the city. These wells have an output ranging from 480 gpm, to 1,100 gpm.

**Distribution.** The city has had substantial work done to the larger distribution lines in the last five years. These lines can withstand significant population increases before they will need to be replaced. There are approximately 25 miles of smaller lines in Livingston (4-8 inches), 40 percent of which were installed around 1915. These smaller lines need to be replaced at an estimated cost of \$25 million.

Three reservoirs store all of the city's water. Total capacity of these reservoirs is 3,090,000 gallons. With the planned addition of a Pressure Relief Valve connecting the 1 million and 2 million gallon reservoirs, our current storage capacity should be adequate for several more years.

**Future Needs.** The City of Livingston has adequate water supplies for current projected needs however, it is important to note that the recently constructed water extension that serves the



hospital needs to be looped or a supply well needs to be added to the system on the south/east side of the river. Currently this extension is a dead-end and no redundant water source exists.

### Sewer System

**Existing Facilities.** The Livingston sanitary sewer system consists of pipes of various sizes and materials that terminate at the Waste Water Treatment Plant, on the northeast side of Livingston.

The Waste Water Treatment Plant has reached the end of its designed lifespan. A new plant is being designed and on schedule to be built in 2017. This new treatment facility will be constructed to meet new DEQ regulations pertaining to discharge and the protection of the Yellowstone River.

### Storm Water System

**Existing Facilities.** The storm water system in Livingston consists of four different areas:

1. The southeast side of town.
2. The southwest side of town.
3. The underpass.
4. The northeast side of town.

**Future Needs.** The Livingston storm water system will need the following improvements:

1. Replacing the storm water system on the southeast end of town.
2. The extension of a storm drain line at Yellowstone and Park Streets to extend under the tracks will help take some of the water from the underpass and bring it to a different location and will help some of the underpass storm water problems.

### Fire Protection and Ambulance Services

Livingston Fire and Rescue (LFR) is a combination Fire and EMS transport agency that is led by the Fire Chief with 14 career Firefighter/Paramedics and 11 Reserve firefighters and EMT's. There are two members that work directly for the Fire Chief who perform predominately administrative duties and make up the command staff. They are the EMS Director and the Fire Inspector/Training Officer who each have a multitude of internal and external responsibilities. The EMS Director's primary responsibility is the management of all things EMS including training, billing, reporting, EMS supply requisitioning, budgetary concerns and acting as a liaison between Livingston Healthcare and the organization. The Fire Inspector/Training

Officer is responsible for fire training, fire reporting, fire/injury prevention to include code enforcement, and the management of the Reserve firefighter program.

There are four duty shifts labeled A, B, C and D comprised of a Captain and two firefighters who are responsible for day-to-day fire and emergency medical response, daily continuing education and company fire inspections. They work a rotating shift schedule of 24 hours on duty and 72 hours off and can choose to be available for emergency and non-emergency callback to the fire station on their off days. A portion of Livingston Fire and Rescue's call volume is derived from inter-facility transfers that are staffed voluntarily by both the career and reserve staff. The ability to recall members to the fire station to staff transfers and any additional emergency calls is integral to the success of the organization and service to the community. This illustrates the importance of a strong and well trained reserve corps to assist in the staffing of any additional calls for service.

Livingston Fire and Rescue has 4 ALS transport ambulances, a 75-foot quint aerial, a Type 1 engine, a DNRC type 5 brush truck and a Chevy suburban used as a technical rescue chase vehicle. The Fire Chief and each member of the command staff is also assigned a vehicle to be used for their daily duties and incident command responses. The City of Livingston currently has an Insurance Service Office (ISO) rating of 3 which has just been improved (2015) from a 4. The scale runs from 1 to 10 with a rating of a 1 being the best. Our community will be assessed every 3 to 5 years to assess any changes and re-evaluate the many areas assessed which include city wide water supply, dispatch capabilities and many areas of Livingston Fire and Rescue efficiency like staffing numbers, training, pumping capacity and the overall maintenance of the organization.

Fire and EMS responses outside of Livingston are dictated by mutual and automatic aid agreements with the outlying rural fire districts. There is an automatic aid agreement with Park County Rural Fire District #1 for fire responses where LFR responds to a pre-defined 5-mile "donut" surrounding the city. LFR is the primary transport agency to Park County North of Yankee Jim canyon on Highway 89 South stretching to both county lines to the East, West and to Meagher County in the North. The ambulance service functions as a fee-for-service operation generating revenue that directly pays the salaries of 6½ staff members and assists with capital purchases.

### Law Enforcement

Law Enforcement in the City of Livingston and surrounding area is enforced by three agencies: the Livingston Police Department (LPD), the Park County Sheriff's Office (PCSO) and the Montana Highway Patrol (MHP).

Law enforcement, including routine patrolling and responding to calls, within the City of Livingston boundaries is the responsibility of the Livingston Police Department. The LPD has

14 full-time sworn law enforcement personnel, which includes the Chief of Police, the Assistant Chief of Police and 12 Officers.

The Park County Sheriff’s Office is primarily responsible for the law enforcement, routine patrolling and responding to calls outside of the City of Livingston but with Park County. The PCSO has jurisdiction within all of Park County, including the City of Livingston. The PCSO consists of 16 full-time sworn law enforcement personnel, including the Sheriff, Under-Sheriff and 14 Deputies

The Montana Highway Patrol has jurisdiction in the entire State of Montana, including both Park County and the City of Livingston. The primary responsibility of the MHP is the highway system throughout Park County. The MHP has 4 troopers located within Park County.

Both the LPD and PCSO are located and work out the City-County Complex in Livingston. Park County is required to provide all correctional detentions (i.e. jail/ detention facilities). The City of Livingston provides all the dispatchers, but the county reimburses a percentage of the operating costs for the 911 Communications Department.

Medical

Our primary hospital is Livingston Healthcare Hospital. This is a new facility located within the City limits and incorporates the Livingston Clinic and provides a 24/7 staffed emergency department. Livingston Healthcare provides surgical services and is a critical access trauma center. Patients requiring advanced care not available at LHC are transferred to larger facilities by ground or air ambulance.

Road Network

Interstate 90 provides a major east-west transportation route in the city-county area. U.S. Highway 89 intersects I-90 in Livingston, and provides a quality transportation route from north to south.

The City of Livingston is split by the railroad with only three crossings located within the city limits. Another rail crossing is needed and is being pursued. The City is pursuing a Federal TIGER Grant to for an underpass which would tie West Front Street to Highway 10 at Star Road.

Recreation

The City's Recreation Department provides area residents the opportunity to participate in a variety of educational and recreational activities. Available activities have included organized sports such as Youth Basketball, Adult Basketball, Adult Volleyball, Youth Soccer, Pickleball, Floor Hockey and various martial arts. Also provided are seasonal activities such as fly fishing camp, open gym, skate night, summer enrichment programs, garden club, art in the park and various flea markets. The Recreation Department has also provided enrichment arts activities such as beginner painting, drawing, holiday gift making and other arts and crafts. The Recreation facility is also a venue for parties, weddings and other large community events and provides a large, safe indoor space for walking and parent and tot play time. This department also organizes and oversees community events such as Summerfest and provides support for the weekly Farmers Market during the summer. The department has completed and implemented an interactive plan to provide consistent year round programming for all members of the community.

## **CHAPTER 5 NATURAL RESOURCES**

### Soils

The soils within the Livingston vicinity range from thin, high mountain soils, to deep alluvial soils along the Yellowstone River. Bordering the river valley are gently sloping high stream terraces and alluvial fans.

A soil survey of the area was published in 1975. Fifteen soils series and 31 mapping units were identified in the immediate area. The soils are rated for suitability for farming, irrigation, roads, streets, septic systems, and dwellings.

Several types of soils may exist within a mapping area. Therefore, site specific uses such as subdivisions, dwellings, septic systems, etc., may require on-site inspection to determine the

capability class of a particular soil. Detailed Soils information is available at the local Soil Conservation Service Office, U.S. Highway 89 South, Livingston, MT 59047.

### Climate

The City has a cool semi-arid climate. The mean annual temperature is 45.8 degrees Fahrenheit with a mean January temperature of 25.7 degrees Fahrenheit, and a mean July temperature of 66.3 degrees Fahrenheit. The area receives about 14 inches of precipitation annually with May and June averaging 2.5 inches. The region experiences high winds, especially in the winter months, and has a high evapo-transpiration rate. The growing season ranges from 90 to 110 days.

### Groundwater

The city is situated in the Yellowstone River valley, and is underlain by unconsolidated alluvial silt, clay, sand, and gravel deposited by the river. The alluvial material is between 25 and 65 feet thick, and represents the most economical and readily available source of groundwater for the area's water supply. All existing, and probably all future, municipal and private wells in the planning area will tap this shallow alluvial aquifer.

Groundwater flow direction is generally toward the east through the central part of the town. The flow direction shifts slightly to the southeast in the western part of the planning area.

The alluvial aquifer has the potential to yield large quantities of groundwater (it is estimated that each 1,000 lineal feet of valley contains approximately 300 million gallons of water); many of its characteristics make it susceptible to ground water contamination. The aquifer is shallow – between two (2) and twenty-five (25) feet – and relatively thin. Contaminants released on the ground surface are likely to reach the water table and affect a large percentage of the aquifer. It has been estimated that the groundwater flow under the planning area moves as much as twelve feet a day.

North of Livingston, the groundwater is limited and insufficient for irrigation purposes. There is, however, sufficient groundwater for private wells.

Groundwater underlying part of the southeast side of Livingston is contaminated with low concentrations of chlorinated ethane compounds. The contamination is the result of past industrial operations at the Burlington-Northern rail yard facility. Improper disposal practices and leakage from old wastewater drainage lines have allowed solvents to leach through soils at the rail yard and into the groundwater. The eastward flow of groundwater resulted in the migration of a plume of contaminated water extending to the Yellowstone River. Water samples from the river have shown no detectable concentrations of these contaminants.

Another major contaminate is an area of subsurface soils residually saturated with diesel fuel. An estimated 300,000 to 500,000 gallons of diesel fuel was spilled at the site and is now floating

on top of the water table beneath the railroad shops area. The plume is relatively stagnant, but is a contributor to solvents in the groundwater.

### Surface Water/Drainage

The Livingston area is dominated by the Yellowstone River. The Yellowstone River originates in Wyoming, where it flows north through Yellowstone National Park and the Paradise Valley until reaching Livingston, where it makes a sharp turn to the east. Streams and groundwater in the area generally flow from the northwest to the southeast toward the river.

Billman Creek and Fleshman Creek are the only two major tributaries to the Yellowstone in the planning area. Water quality is generally excellent, although increased development along stream banks could have a long-term negative effect on water quality.

The Yellowstone is one of the premier blue ribbon trout streams in the United States. Protection of this resource has been a top concern throughout the area.

### Floodplain/Floodway

The floodplain can be defined as the areas adjoining a stream that would be covered by floodwater. A floodway can be defined as the channel of a stream and the adjacent over bank areas that must be reserved in order to discharge a base flood without cumulatively increasing the water surface elevation more than one-half (1/2) foot.

The limits of the 100-year floodplain within the city-county planning area are shown on the FEMA Flood Insurance Rate Map (FIRM) Map developed to determine flood elevations within the city limits. Local government monitors floodplain development pursuant to regulations adopted from Title 76, Chapter 5 MCA.

In 2011 new FIRM maps for the City were issued by FEMA. These new maps show that much of the southeast part of the City, which was formerly considered to be within the 100-year floodplain, is in fact not in that regulated zone. This has, in effect, lessened the burden on owners of existing homes and rendered some vacant properties buildable.

### Air Quality

Air quality within the planning area is generally excellent. Livingston and the surrounding area experience strong prevailing winds, which in turn help protect air quality.

### Wildlife

Despite the development, the fringes of the city are still home to the plentiful wildlife for which southwest Montana is renowned. Game animals are surprisingly abundant around Livingston.

White-tailed deer are common along river and creek bottoms, and Mule deer are easily found in the fields and slopes. Even elk and antelope can be found occasionally in areas adjacent to the city. Pheasant and various species of waterfowl are always a possibility in the wetlands.

Non-game animals are even more plentiful than game animals. Fox, raccoon, badgers, coyotes, rabbits, and many other species may be seen throughout the area. Numerous species of birds also call the area home at least part of the year, including raptors such as Bald Eagles, hawks, and owls.

Finally, the pools and riffles of the Yellowstone River are home to a large population of native Cutthroat trout. These fish are a species of special concern in Montana, and are especially important to this area. The Yellowstone also contains populations of Rainbow trout, Brown trout, and Mountain Whitefish, making it one of the premier blue-ribbon trout streams in the nation.

**CHAPTER 6  
IMPLEMENTATION**

The Growth Policy is an advisory document designed to assist the city commission in making land use decisions in the area. Local Government will continue to use the three primary methods to implement this plan: zoning ordinances, capital improvement plans, and subdivision regulations. It is important to realize however, that other policy decisions will also effect how the City develops over time.

The previous chapters of this document seem to indicate that the City of Livingston is beginning to emerge from the economic slowdown that accompanied the last nationwide housing crisis. This should lead to increased development activity and a more robust economic environment. As this trend continues it is important that the City put itself in a position to both accommodate new growth and insure that it is carried out in a way that is compatible with our existing

community. To this end, the City has updated and improved its primary land-use regulations, its zoning and subdivision regulations, as well as its annexation policy. The City has also implemented development impact fees as a means to help fund the City's expanding infrastructure. The City should seek to keep all of these regulations and tools up to date and relevant moving forward.

### Zoning Recommendations

The City should pursue the idea of providing more area for high density residential zoning. This might include re-zoning, by private application or by the City's own initiative, vacant property already in the City.

The City should continue to promote the utilization of available, underdeveloped lots in, or bordering the city, to increase density and reduce infrastructure and public facilities costs.

### Subdivision Recommendations

The City should amend its subdivision regulations to ensure that all future park land dedications are of a size and quality that makes them truly valuable and useful as public space. These changes should emphasize desired grade of the land, public accessibility and location as well as how cash-in-lieu value is determined.

### Capital Improvement Recommendations

The City should strive to maintain its current infrastructure replacement plan. Keys to this include continued use of street and light maintenance districts and the continued use of development impact fees.

The City should continue to take advantage of opportunities to expand its service capability, especially where private funding is used to extend the City's utility systems.

The City should evaluate its annexation opportunities in relation to existing neighborhoods that are just beyond the City's boarder yet receive significant benefit from the City.

### Growth Policy Revision and Review



The Growth Policy for the City of Livingston is to be reviewed at least every five (5) years. However, should the economic conditions change substantially, or the growth trends reverse, the growth policy should be amended immediately to reflect these new conditions.

### Intergovernmental Cooperation

The City of Livingston intends to maintain a high level of cooperation with Park County. The City will be open and forthcoming as to its goals and vision of the future as well as how it intends to reach those goals. It is the intention of the City of Livingston to abide by a commonly established Interlocal Agreement for the benefit of all Park County residents.

This Interlocal Agreement will address the fringe areas outside of the City limits where the City and County Growth Policies may potentially overlap.

In particular, the Interlocal Agreement specifically requires Park County to submit to the City, for review and comment, all development proposals located within a two-mile radius of the City Limits. The Agreement also requires Park County to recognize the City's infrastructure and annexation plans by requiring City standards to be met by any subdivision or development located in our designated annexation areas. For the City's part, the City consents, under this Agreement, to pursue timely annexation of all eligible parcels and to keep the County informed as to any changes in annexation areas or infrastructure plans. Following is the text of the approved Intergovernmental Agreement:

## **INTER-GOVERNMENTAL AGREEMENT**

### Section 1: Policy Statements.

1.0 Both Park County and the City of Livingston recognize that it is in the public interest, generally, for urban development to occur in or near existing urban service areas.

1.01 Both the City of Livingston and Park County will continue to abide by the policy direction found in the Livingston Area Comprehensive Plan, in those geographical areas over which that plan originally had jurisdiction, until such time as each respective entity has adopted a compliant Growth Policy.

1.02 Current legislation requires that local Growth Policies address intergovernmental cooperation. Both the City of Livingston and Park County recognize the intent of this legislation and enter into this agreement in furtherance of intergovernmental cooperation in land use planning. This Interlocal Agreement will be referenced in both the City and County Growth Policies.

1.1 Both Park County and the City of Livingston realize that the existence of a current Growth Policy, which complies with the most recent Montana Statutes, is essential in carrying out any level of land use planning. It is therefore the policy of both the City and the County that the adoption of a compliant Growth Policy for their respective jurisdictions has, and will maintain, the highest priority.

**Section 2: Agreement**

2.0 Park County agrees as follows:

- A. The County will reflect the City’s infrastructure and annexation plans in the Park County Growth Policy.
  
- B. The County will submit to the City, for review and comment, all development proposals within two (2) miles of the City limits at least twenty (20) days prior to formal review by the County. For the purposes of this agreement, development refers to any subdivision or site development with the exception of single-family homes on existing lots, accessory buildings on existing lots or agricultural buildings on existing lots.
  
- C. In the mapped areas identified by the City as potential annexation areas (attached), the County will require developments to be master planned for future incorporation into the City. Street rights-of-way, utility easements, SID waivers and other requirement will comply with the City standards found in the City Subdivision Regulations. In addition, lot and block layout will take into consideration the potential for future re-subdivision in order that densities can be increased upon annexation. Also, a mechanism will be initiated by which the County will require private roadways to be dedicated to the public upon annexation. It is understood that the City will update these annexation maps, periodically, as property is incorporated into the City.

2.1 The City of Livingston agrees as follows:

- A. The City will actively pursue annexation of all eligible properties that can be provided with City services.
- B. The City will annex, prior to development, any properties located within five-hundred (500) feet of the City’s water or sewer systems.
- C. The City will continually update the County with regard to any changes in annexation areas or infrastructure planning.

The City plans to work with Park County to update this agreement in the near future. It is hoped that the City and County Planning Boards will meet and review the agreement and propose any necessary modifications. Any changes that result will be amended to this document.

**CHAPTER 7  
GROWTH POLICY AMENDMENT PROCEDURES**

The Livingston Growth Policy may be amended whenever public interest and/or general welfare requires such amendment. The amendment process will proceed according to one, or both of the following:

1. Upon the petition of one or more landowners of property affected by the proposed amendment, which petition shall be signed by same landowners(s) and filed with the City Planning Office and accompanied by a fee of \$500.00 payable to the City, no part of which shall be returnable to the petitioner and is in addition to any other administrative fees required by city zoning or subdivision regulations or,
2. Upon resolution initiated by the Livingston City Planning Board.

Notice of Public Hearing: When a plan amendment is filed, a public hearing thereon shall be held within sixty (60) calendar days after the filing of the application. At least fifteen (15) days before the hearing, the Planning Office shall publish a Notice of Public Hearing in the newspaper of general circulation in the City of Livingston.

Decision: After completion of the public hearing, the City Commission shall make its decision in writing, including findings of fact.

## APPENDIX 1.

**Backup material for agenda item:**

- A. RESOLUTION NO. 4751 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE GREEN ACRES HOME OWNERS ASSOCIATION TO LOOP THE CITY OF LIVINGSTON'S WATER MAIN SERVING THE BROOKSTONE SUBDIVISON.

**RESOLUTION NO. 4751**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE GREEN ACRES HOME OWNERS ASSOCIATION TO LOOP THE CITY OF LIVINGSTON’S WATER MAIN SERVING THE BROOKSTONE SUBDIVISION.**

**WHEREAS**, the Green Acres Home Owners Association and the City of Livingston have a current agreement concerning the current supply of water to the Green Acres Home Owners Association; and

**WHEREAS**, the Green Acres Home Owners Association agrees to the two water connections, in Elm Street and Chestnut Street, and consequential looping of the City of Livingston’s water main serving the Brookstone Subdivision; and

**WHEREAS**, the City of Livingston and the Green Acres Home Owners Association both desire to protect and preserve the quality and quantity of the service provided to the Green Acres Home Owners Association by the City of Livingston; and

**WHEREAS**, the City of Livingston and the Green Acres Home Owners Association will open two water valves, one valve located on Chestnut Street, and the other valve located on Elm Street, to be open at all times for the live connection between the two systems; and

**WHEREAS**, the City of Livingston and the Green Acres Home Owners Association agree that the Green Acres Home Owners Association will not have to pay for the costs associated with the actual Connections, and the City of Livingston may require additional valving be installed on the Green Acres water system to facilitate minimal interruption during any future water main repairs.

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

On the City of Livingston’s behalf, the City Manager is hereby authorized to enter into and execute the Memorandum of Understanding with Green Acres Home Owners Association, which document is attached hereto and incorporated herein as Exhibit A.

**Resolution No. 4751  
Authorizing Memorandum of Understanding between City and Livingston and Green Acres Home Owners Association**

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
**JAY PORTEEN**  
City Attorney

**Resolution No. 4751**  
**Authorizing Memorandum of Understanding between City and Livingston and Green Acres Home Owners Association**

**From:** Janice and Craig Carlson <cnjcarlson@hotmail.com>  
**Sent:** Thursday, July 27, 2017 8:32 AM  
**To:** Shannon Holmes  
**Cc:** Dona Poeschl; Dennis Springer; Tammy Haefs; Mary Jo Meredith  
**Subject:** Re: Green Acres MOU

Sent from [Outlook](#)

Good morning Shannon, GAHA association had a special meeting last night and agreed to accept the current MOU. We had one question about if the city had a time frame when they would do the project. Please let me know a convenient time to come sign to come sign the proposal. Thanks Craig

---

**From:** Shannon Holmes <sholmes@livingstonmontana.org>  
**Sent:** Tuesday, July 18, 2017 1:48 PM  
**To:** cnjcarlson@hotmail.com; Dgs1252@gmail.com  
**Cc:** Jay Porteen  
**Subject:** Green Acres MOU

Good afternoon,

I think we are there with the latest revisions to the MOU. Please review the attached MOU and let me know if you have any questions.

If we all agree, there is a possibility this could be included in the August 1<sup>st</sup> City Commission packet.

Thanks for everyone's assistance with this exciting collaborative effort between Green Acres and the City of Livingston.



GO BEYOND YELLOWSTONE

**SHANNON HOLMES** PUBLIC WORKS DIRECTOR  
CITY OF LIVINGSTON PUBLIC WORKS DEPARTMENT  
o: 406-222-5667 c: 406-223-6565  
e: [sholmes@livingstonmontana.org](mailto:sholmes@livingstonmontana.org)  
[www.livingstonmontana.org](http://www.livingstonmontana.org)



Memorandum of Understanding

between The City of Livingston and Green Acres Owners Association

Green Acres Home Owners Association (GAHOA) agrees to the two water connections, in Elm Street and Chestnut Street (see attached exhibit) and consequential looping of the City of Livingston’s water in GAHOA’s water main to the City of Livingston’s water main serving the Brookstone Subdivision. The following conditional requests are presented in order to protect and preserve the quality and quantity of the service provided to Green Acres by the City of Livingston presently.

- 1.) The City of Livingston water main in Chestnut is currently connected to the GAHOA water main. See Exhibit A. Water Valve 1 and 2 are currently closed. GAHOA approves Water Valves 1 and 2 be opened at all times to provide a live connection between the two systems.
- 2.) The GAHOA approves the City of Livingston reconnecting the water main in Elm Street at the location the water main was previously cut and capped.
- 3.) This agreement with the City of Livingston will not alter the current Agreement, dated March 1, 1959, between the GAHOA and the City of Livingston regarding the GAHOA water main and City of Livingston provided water.
- 4.) GAHOA does not have to pay for the costs associated with the actual connections. The City of Livingston may require additional valving, not to exceed 4 valves, be installed on the GAHOA water system at GAHOA’s expense to facilitate minimal interruption during any future water main shutoffs for repairs. The additional valves will be purchased by the GAHOA and installed by the City of Livingston Water Department. The GAHOA agrees to pay for the material costs for installing the valves and restoring the street.

This agreement shall stand until such time that Green Acres Subdivision is annexed into the City of Livingston and the City of Livingston takes ownership of the said water distribution system.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

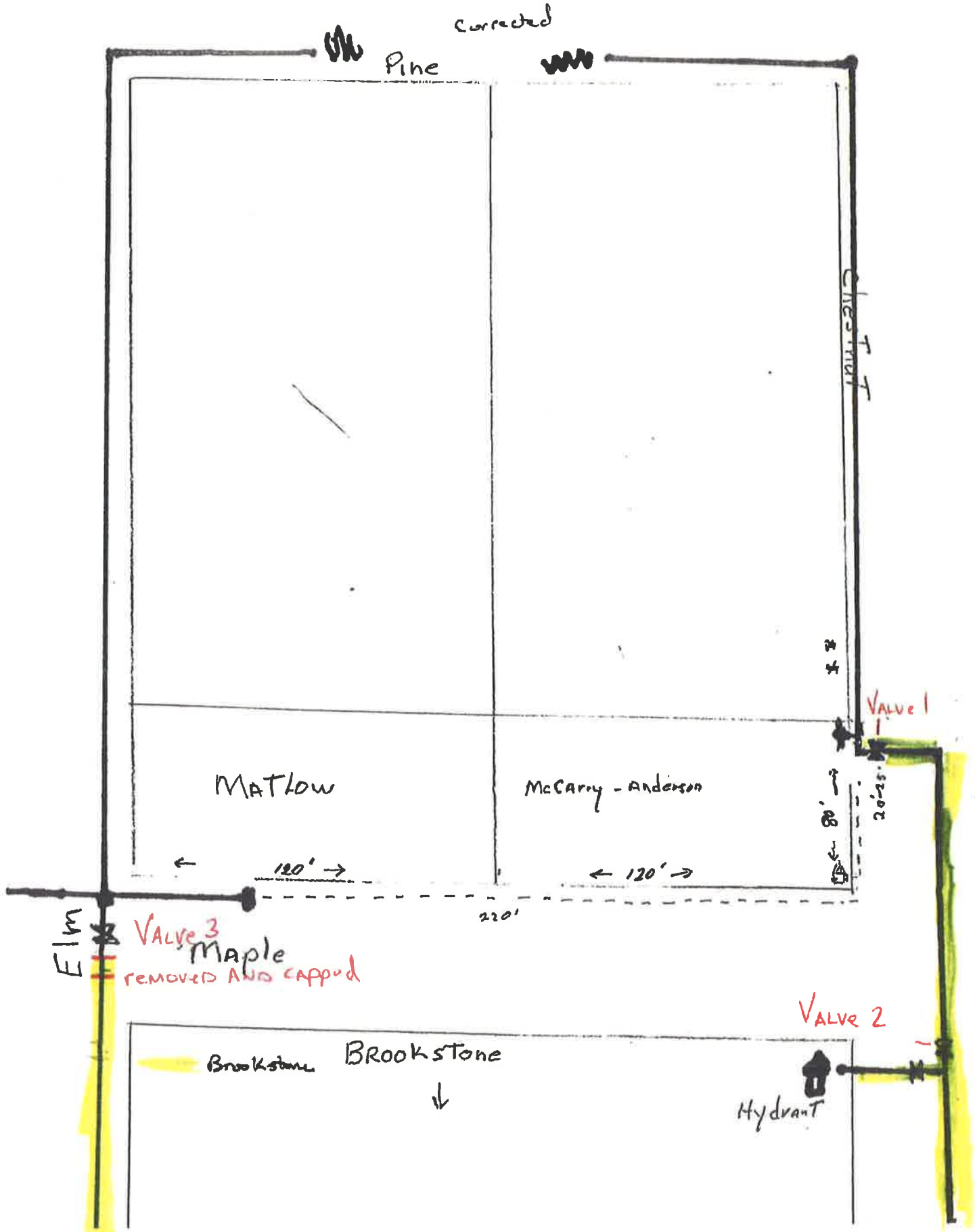
Position \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# Exhibit



**Backup material for agenda item:**

- B. RESOLUTION NO. 4752 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, EXTENDING THE EXISTING CONTRACT BETWEEN THE CITY OF LIVINGSTON AND MONTANA WASTE SYSTEMS, INC. FOR THE DISPOSITION OF SOLID WASTE.

**RESOLUTION NO. 4752**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, EXTENDING THE EXISTING CONTRACT BETWEEN THE CITY OF LIVINGSTON AND MONTANA WASTE SYSTEMS, INC. FOR THE DISPOSITION OF SOLID WASTE.**

\_\_\_\_\_

**WHEREAS**, the City of Livingston desires to continue disposal services for the economical and environmentally sound disposition of solid waste generated within its jurisdiction; and

**WHEREAS**, Montana Waste Systems, Inc. (MWS) operates a sanitary landfill and desires to provide disposal and other solid waste related services; and

**WHEREAS**, the City of Livingston and MWS agree to extend the existing contract for an additional five (5) years by exercising on of the optional renewal terms and to adjust the terms of compensation; and

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

On the City of Livingston’s behalf, the City Manager is hereby authorized to enter into and extend the existing contract with MWS for an additional 5 years, which document is attached hereto and incorporated herein as Exhibit A.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

**Resolution No. 4752**  
**Authorizing City of Livingston and MWS to extend existing solid waste contract for five years.**

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
**JAY PORTEEN**  
City Attorney

**Resolution No. 4752**  
**Authorizing City of Livingston and MWS to extend existing solid waste contract for five years.**

SOLID WASTE HAULING AND DISPOSAL AGREEMENT

This Solid Waste Disposal and Hauling Agreement ("Agreement") made this 23 day of January, 2008, by and between the City of Livingston, Montana, ("Municipality") and Montana Waste Systems, Inc., a Montana corporation authorized to do business in the State of Montana ("MWS").

WITNESSETH

WHEREAS, Municipality desires to obtain disposal services for the economical and environmentally sound disposition of solid waste generated within its jurisdiction; and

WHEREAS, Municipality has the power to enter into service contracts for the disposal of solid waste; and

WHEREAS, MWS operates a licensed sanitary landfill and desires to provide disposal and other solid waste related services.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

ARTICLE I

Definitions

1.1 "Acceptable Waste" means any and all waste that is solid waste, as defined by Montana State law, but Acceptable Waste does not include "Unacceptable Waste" as defined below.

1.2 "Delivery Date" means October 8<sup>th</sup> 2007, which is the date Waste Material is first accepted for disposal pursuant to this Agreement.

1.3 "Disposal Site" means the landfill permitted and operated by MWS near the city of Great Falls, Cascade County, Montana.

1.4 "Transfer Station" means the Municipality's station where the Municipality will transfer its acceptable waste, and the Acceptable Waste of the Municipality's customers and third party contractors, to MWS.

1.5 "Hazardous Waste" means any waste, (even though it may be part of a delivered load of waste) which:

(a) is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste," pursuant to any state or federal law, including, but not limited to, to the Resource Conservation and Recovery Act, 42 U.S.C. § 7901, et seq. as amended and the regulations promulgated thereunder; or

(b) contains polychlorinated biphenyls or any other substance as storage, treatment or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq. as amended and the regulations promulgated thereunder; or

(c) contains a "reportable quantity" of one or more "hazardous substances," as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. as amended and the regulations promulgated there under or as defined under Montana law and regulations promulgated thereunder; or

(d) contains a radioactive material the storage or disposal of which is subject to state or federal regulation.

1.6 "Municipality" means the municipal corporation for the geographical area comprising the City of Livingston, Montana (municipality).

1.7 "Special Waste" means any waste, (even though it may be part of a delivered load of waste), which is:

(a) contaminated waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in (c)-(h) of this definition, below;

(b) waste transported in a bulk tanker;

(c) liquid waste: For purpose of this paragraph, liquid waste means any waste material that is determined to be or contain "free liquid" by the paint filter test (EPA Method 9095). Sewage sludge from a publicly owned treatment works, shall be considered liquid if it contains less than 20 % solids by weight;

(d) sludge waste;

(e) waste from an industrial process;

(f) waste from a pollution control process;

(g) residue or debris from the cleanup of a spill or release of chemical substances, commercial products or wastes listed in (a)-(f) or (h) of this definition;

(h) soil, water, residue, debris or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in (a)-(g) of this definition;

(i) residential wastes only if a change in law, statute, regulation, rule, code, ordinance, permit, or permit condition occurs after the Effective Date of this Agreement, requires special or additional management that differs from the requirements applicable on the Effective Date of this Agreement; or

(j) any Miscellaneous Special Waste as defined in Exhibit A.

1.8 "Suspicious Waste" is waste which MWS reasonably suspects may be "Unacceptable Waste."

1.9 "Taxes" means all real estate taxes and assessments, special or otherwise, levied or assessed upon or with respect to the Disposal Site, and ad valorem taxes for MWS's personal property located thereon and used in connection therewith. Should the state in which the Disposal Site is located, or any political subdivision thereof, or any other governmental authority having jurisdiction over the Disposal Site, impose a tax, assessment, charge or fee, or increase a then existing tax, assessment, charge or fee with MWS will be required to pay, either by way of substitution for, or in addition to, a tax levied against the Transfer Station or MWS's personal property, such taxes, assessments, fees or charges will constitute "Taxes" hereunder.

1.10 "Unacceptable Waste" means any and all waste that is either:

(a) Waste which is prohibited from disposal at a sanitary landfill by state, federal or local law, regulation, rule, code, ordinance, permit or permit condition;

(b) Hazardous waste, as defined in 1.5 above; or

(c) Special Waste, without an approved Special Waste Agreement as described in Article 4.

(d) "Unacceptable Waste" shall not include residential waste unless residential waste is prohibited by a change in law which becomes effective after the Effective Date of this Agreement.

(e) "Suspicious Waste" as defined in 1.8 above.

1.11 "Waste Handler" means the Municipality, its agents, servants, or employees who handle and transport "Acceptable Waste" at the Transfer Station, and any third party customers, or contractors, or waste haulers of the Municipality that handle or transport waste using the Transfer Station.

1.12 "Calendar Year" means from July 1 2007 - June 30, 2008

1.13 "Consumer Price Index" ("CPI") means the percentage increase for the preceding twelve (12) month period in the Consumer Price Index. The CPI is determined by calculating the average of the sum of the U.S. city average and the west urban size B-C-50,000-150,000, pursuant to the "Consumer Price Index" for all urban consumers ("CPI-U").



## ARTICLE 2

### Terms of Agreement

2.1 Effective Date. This Agreement will be effective upon execution, as used herein, the "Effective Date."

2.2 Initial Term. The initial term of this Agreement is ten (10) years commencing on the Delivery Date.

2.3 Renewal Terms. This Agreement may be automatically renewed by either party for one (1) additional, five (5) year term. (Respectively referred to as the "First Extended Term".) The First Extended Term shall commence at the end of the initial term. The party seeking automatic renewal of this Agreement shall provide written notice of its intent to extend the term at least One Hundred Eighty (180) days prior to the expiration of the initial term. The party desiring to extend for an additional five (5) year term beyond the First Extended Term shall provide at least one hundred eighty (180) days prior written notice to the other.

## ARTICLE 3

### Scope of Service

3.1 Operation. MWS will provide all necessary services and equipment for receiving Acceptable Waste at the Transfer Station from Waste Handlers, and transferring such waste to the Disposal Site. Special Waste shall be received, accepted, and transferred in accordance with Article 4 of the Agreement.

3.2 Condition Precedent. MWS's obligations under this Agreement are expressly subject to the continuing effectiveness of all final, non-appealable licenses and permits that MWS deems necessary to operate the Disposal Site.

3.3 Exclusive Right. All Acceptable Waste collected by Municipality, and Acceptable Waste that the Municipality contracts to haul to, handle at or dispose of through the Transfer Station, shall be disposed of by use of the Transfer Station as described in this Agreement, and Municipality agrees, without limitation, that it will not enter into any franchise, license, contract, or other agreement for the collection, handling or hauling of Acceptable Waste with any party unless there is a provision in such franchise, license, contract, or other agreement requiring that all Acceptable Waste collected, handled, or hauled thereunder will be taken for disposal to the Transfer Station in accordance with the terms of this Agreement. Similarly, Municipality agrees, without limitation, that it will not enter into any franchise, license, contract, or other agreement for the operation of a transfer facility, recycling facility, resource recovery facility, or other alternative technology facility with any party unless there is a provision in such franchise, license, contract, or other agreement requiring that all Acceptable Waste from the transfer facility, recycling facility, resource recovery facility, or other alternate technology facility be disposed of through the Transfer Station, in accordance with the terms of this Agreement. MWS acknowledges that City currently operates a composting and recycling

program and, to the extent that waste materials are disposed of pursuant to said program at sites other than the Disposal Site, such wastes are hereby exempted from the requirements of this section.

3.4 Holidays. MWS will transport waste from the Transfer Station to the Disposal Site for disposal except when such disposal would otherwise occur when the Disposal Site is closed, Christmas Day, New Year's Day, and Easter. Special arrangements will be made on an as needed basis for days that the Disposal Site is closed.

3.5 Scale. MWS will have available at the Disposal Site, a scale or scales to weigh waste material that is transported to the Disposal Site. MWS will cause normal maintenance and calibration of the scales to be performed in accordance with manufacturer's recommendation. Municipality has the right once a month during normal working hours to enter the Disposal Site to inspect and to test the accuracy of scales. In the event the scales are not operable at any time, a vehicle or container will be charged based upon the average weight of Municipality vehicles over the prior thirty (30) days. All MWS transfer vehicles and any private hauler collection vehicles hauling waste material from the Transfer Station will be weighed in and out of the Disposal Site. Weigh-out will be optional if MWS has a tare weight on file for a vehicle.

3.6 Compliance with Applicable Laws. MWS will comply with all present and future federal, state, and local statutes and ordinances regulating the construction and operation of sanitary landfills for the disposal of waste material, and with all other rules and regulations and amendments thereto imposed by all federal and state regulatory agencies having jurisdiction over the operation of the Disposal Site.

3.7 Nondiscrimination. MWS will not, in the performance of this Agreement, discriminate or knowingly permit discrimination against any person on account of sex, race, age, creed, color, national origin, political, or religious opinion or affiliation.

3.8 Right to Refuse Unacceptable Waste. MWS reserves the right to reject any waste or load of waste brought to the Transfer Station or transported to the Disposal Site that MWS, in its sole discretion, believes to contain Unacceptable Waste. If the suspected Unacceptable Waste is not removed from MWS's possession by Municipality or Waste Handler within a reasonable time, not to exceed seven days of MWS's receipt of the waste material, MWS will arrange lawful disposal of the waste. Municipality will indemnify MWS for any costs or damages resulting from the delivery of Unacceptable Waste to the Transfer Station and will pay MWS its reasonable expenses and charges of handling, loading, preparing, transporting, storing, caring for, and lawfully disposing of the Unacceptable Waste.

3.9 Revocation of Acceptance. MWS may, at any time before the condition of the waste has been materially changed, revoke its acceptance of any of the waste discovered to be Unacceptable Waste. Revocation must occur within a reasonable time after MWS actually discovers or should have discovered the nonconformity. In revoking its acceptance of any waste, MWS shall notify Municipality of the manner in which the waste is nonconforming. If the suspected Unacceptable Waste is not removed from MWS's possession by Municipality or waste

handler within a reasonable time, not to exceed seven days of MWS's receipt of the waste material, MWS will arrange lawful disposal of the waste. Municipality will reimburse and indemnify MWS for any costs or damages resulting from the delivery of Unacceptable Waste to the Transfer Station and will pay MWS its reasonable expenses and charges of handling, loading, preparing, transporting, storing, caring for, and lawfully disposing of the Unacceptable Waste.

3.10 Title to Waste. MWS is vested with title to all Acceptable Waste accepted by MWS at the Transfer Station. Acceptance is deemed made upon loading Acceptable Wastes into MWS transportation vehicles. Special Wastes are hereby exempted from this section; Article 4 governs Special Wastes. Any revenue or other value received by MWS as a result of reclamation, recycling, or resource recovery shall be solely to the account of MWS.

## ARTICLE 4

### Special Waste Management

4.1 Requirement for Special Waste Management. Municipality recognizes that Municipality, through the waste generators and Waste Handlers, must manage responsibly any hazardous or Special Wastes in the solid waste stream. Municipality recognizes that the proper management of Special Wastes can be most effectively and efficiently achieved only by the accurate characterization and control of any Special Waste by the waste generator or Waste Handler. Therefore, Municipality will require all waste generators and Waste Handlers to participate in and implement a Special Waste program as described in this agreement.

4.2 (MWS's) Obligation Regarding Special Waste. MWS is not required to accept or manage any Special Waste unless it is specifically identified in a written Special Waste Agreement, approved in writing by MWS and any other person or company that handles the Special Waste.

4.3 Duty of Municipality. Municipality will require all waste generators and Waste Handlers under its jurisdiction to execute a Special Waste Agreement prior to delivery of any special waste to the Transfer Station. Municipality represents and warrants that neither it nor any waste generator or Waste Handler within its jurisdiction shall deliver, arrange for the delivery of, or contract for the delivery of any Special Waste to the Transfer Station without a fully executed Special Waste Agreement.

4.4 Special Waste Agreement. The specific requirements of the Special Waste Agreement shall be as specified from time to time by MWS and may be altered by MWS at any time as necessary to insure the proper management of Special Waste. At a minimum the initial Special Waste Agreement shall include:

(a) A representation of the character and regulatory status of the waste executed by the generator or Waste Handler;

(b) A decision document executed by MWS and any other party that will manage the Waste. A decision document shall at a minimum including the identification

of the generator and the source and characterization of the waste;

(c) A proposed management plan for the waste, including any special handling requirements;

(d) The approval of MWS and any other party that will manage the waste indicating acceptance for handling of the waste; and

(e) The unit price associated with the management of the Special Waste.

4.5 Representative Sample of Special Waste. MWS may, in its sole discretion, demand that a representative sample of any Special Waste proposed for delivery to the Transfer Station be provided by the generator or Waste Handler to MWS prior to the approval of a Special Waste Agreement. Unless otherwise agreed by MWS, the cost for acquisition, delivery and analysis of a representative sample shall be borne by the generator or Waste Handler. If the generator or Waste Handler refuses to provide a representative sample, MWS shall have no obligation to accept the Special Waste or to execute a Special Waste Agreement.

## ARTICLE 5

### Compensation to MWS

5.1 Base Rate. The base rate (Base Rate) to be charged for hauling and land filling Waste Material delivered to Transfer Station is \$36.93 per ton for the first year of this Agreement.

5.2 Base Rate Escalation. July 1 of each successive calendar year thereafter, during the initial term remaining or any renewal term of this Agreement, the Base Rate shall be subject to the increase, the amount of which shall be calculated by adding to the Base Rate for the immediately preceding year as follows:

$$\text{Annual Adder} = [1.00 (\text{CPI})] \times \text{the Base Rate for preceding year.}$$

As soon as practicable after the 1<sup>st</sup> of July of each year, MWS will determine the amount of the Base Rate increase. The rate adjustment increase will be effective; retroactive to July 1st. Notwithstanding the above, in no event shall the Annual Adder exceed five percent (5%) of the Base Rate for the preceding year.

5.3 Payment for Special Waste. Municipality shall reimburse MWS for actual expenses incurred in the disposal of Special Waste.

5.4 Billings. At the beginning of each calendar month, MWS will bill Municipality for all waste material transferred to MWS at the Transfer Station for disposal at the Disposal Site in the preceding calendar month, pursuant to this Agreement. MWS will supply

Municipality each month an invoice detailing the number of loads and tonnage for the preceding calendar month. Municipality will pay such invoice within thirty (30) days from receipt of the invoice, without further notice by MWS. A late charge of 1.5% per month will be imposed if the payment from Municipality is past due 15 days or more.

5.5 Books and Records. MWS will keep daily records of the weight or volume of Waste Material received and charges therefor, and Municipality has the right to inspect the same insofar as they pertain to the weight or volume of Waste Material received at the Transfer Station.

5.6 Disposal Rate. During the initial term of this Agreement, and any extension as provided herein, MWS agrees that the rates for disposal to be charged by MWS shall be no less than the rates to be charged to the Municipality or other non-commercial users pursuant to this Agreement. MWS shall provide an annual written certification to the Municipality that it has complied with the provision.

## ARTICLE 6

### Indemnity

6.1 Indemnification. MWS will indemnify and hold harmless Municipality from and against any and all liability or claims arising out of an occurrence involving MWS's use of or occupancy of the Transfer Station or an occurrence involving MWS's use of equipment or property required in the performance of this Agreement, except MWS will not indemnify and hold harmless Municipality from and against for such occurrences caused by or arising out of the negligence or willful conduct of Municipality, its officers, agents, servants, employees, third party contractors, or waste handlers.

6.2 Insurance. MWS shall maintain general liability insurance to protect against claims arising out of MWS's operations pursuant to this agreement, including operations at the Transfer Station, which may result in bodily injury, death, or property damage. The policy or policies in force shall contain a provision that the insurer will not cancel or decrease the insurance coverage without first giving Municipality thirty (30) days notice in writing. MWS, upon request, shall furnish Municipality evidence that the insurance required is in force. The limits of liability of all insurance required herein and the status of Municipality as an additional insured is set forth in Exhibit B, which is attached hereto and incorporated herein. MWS shall maintain Workers' Compensation insurance, for its employees, which shall meet the requirements of the State of Montana.

## ARTICLE 7

### Default

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for thirty (30) days after the other party has given the party breaching or defaulting written notice of such

breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting has given notice of its intent to cure or shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (i) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the elapse of the thirty (30) days in which to cure or commence curing; and (ii) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right of all damage or loss suffered as a result of such breach or default. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

## ARTICLE 8

### Miscellaneous

8.1 Force Majeure. The performance of this Agreement by MWS may be suspended and the obligations hereunder excused or extended in the event, and during the period, that such performance is prevented, hindered, or delayed by a cause or causes beyond the reasonable control of MWS include, without limitation, default of another party; labor disputes, strike or lockout; acts of God; war; fire; explosion; national defense requirements; accidents; riot; flood; sabotage; lack of adequate fuel, power, materials, labor, or transportation facilities; power failures; breakage or failure of machinery or apparatus; damage or destruction of the Transfer Station and its facilities, or the Disposal Site; injunctions or restraining orders; and judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension of or failure to obtain, for reasons beyond MWS's reasonable control, any licenses or permits required for operation of the Transfer Station or the Disposal Site. In the event of such disruption of services provided by MWS at the Disposal Site, MWS will make every reasonable effort to reopen the Disposal Site to accept Acceptable Waste as soon as practicable after the cessation of the cause of suspension of services, and it will take all reasonable steps to overcome the cause of cessation of service.

8.2 Enforcement. In the event that there is a dispute between the parties, and either party brings an action to interpret this Agreement, or to enforce any right which such party may have hereunder, or in the event an appeal is taken from any judgment or decree of a trial court, the party ultimately prevailing in such action will be entitled to receive from the other Party its costs and reasonable attorneys' fees to be determined by the court in which such action is brought.

8.3 Right to Require Performance. The failure of either party at any time to require performance by the other party of any provisions of this Agreement will in no way affect the right of that party thereafter to enforce the same. No waiver by either party of any breach of any of the provisions hereof will be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any other provision.

8.4 Law to Govern. This Agreement will be governed by the laws of the State of Montana, both as to interpretation and performance.

8.5 Severability. If any provision of this Agreement is declared illegal, void or unenforceable, the remaining provisions will not be affected but will remain in full force and effect.

8.6 Headings. The headings used herein are for convenience only and are not to be construed as part of this Agreement.

8.7 No Assignment. No assignment of this Agreement or any right accruing under this Agreement will be made wholly or in part by MWS except to an affiliate, without the express written consent of Municipality. In the event of any assignment, the assignee will assume the liability of MWS, and such assumption of liability will relieve MWS of all liability under this Agreement. For purposes of this part, affiliate means any company that is a wholly-owned subsidiary of Montana Waste Systems, Inc., or of which Montana Waste Systems, Inc. or a subsidiary thereof owns at least fifty-one percent (51%). Municipality shall not assign this Agreement in whole or in part without the expressed written consent of MWS.

8.8 Successors and Assigns. Subject to the foregoing restrictions on transfer and assignment contained in Paragraph 8.7, this Agreement will inure to the benefit of and will be binding on the parties hereto and their respective successors and assigns.

8.9 Specific Services. This is an Agreement for the performance of specific services described herein. Under no circumstances or conditions shall the operation of the Disposal Site by MWS in accordance with this Agreement be deemed a public function, nor has Municipality acquired an interest, ownership or otherwise in the real or personal property or improvements or fixtures at the Disposal Site by virtue of this Agreement.

8.10 Notices. All Notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail:

To Municipality:

City of Livingston, Montana  
Attn: Director of Public Services  
330 Bennett Street  
Livingston, MT 59047

To MWS:

Montana Waste Systems, Inc.  
Attn: Roger Bridgeford, General Manager  
PO Box 2645  
Great Falls, MT 59403

Any changes of address by either party shall be by notice given to the other in the same manner as specified above.





Addendum to Contract between the City of Livingston, Montana ("Municipality") and Montana Waste Systems, Inc. a Montana corporation authorized to do business in the State of Montana ("MWS") dated January 23, 2008

WITNESSETH

WHEREAS, the Municipality desires to continue disposal services for the economical and environmentally sound disposition of solid waste generated within its jurisdiction; and

WHEREAS, the Municipality has the power to enter into service contracts for the disposal of solid waste; and

WHEREAS, MWS operates a sanitary landfill and desires to provide disposal and other solid waste related services; and

WHEREAS, the parties agree to extend the existing contract for an additional five (5) years by exercising one of the optional renewal terms and to adjust the terms of compensation.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the Parties have agreed as follows:

ARTICLE 1

Definitions

**Paragraph 1.2 is amended to read as follows:**

“Delivery Date” means October 9<sup>th</sup> 2017.

**Paragraph 1.12 is amended to read as follows:**

“Calendar Year” means from July 1<sup>st</sup> to June 30<sup>th</sup> of the following year.

ARTICLE 2

Terms of Agreement

**Paragraph 2.3 is amended to read as follows:**

4.6 Renewal Terms: The renewal term of this agreement is 5 years commencing on the renewal date.

ARTICLE 4

Special Waste Management

**Section 4 is amended to include the following:**

4.6 Annual Spring Cleanup: MWS will provide a 30 ton trailer to the Municipality every spring for the Annual Spring Cleanup at no cost to the Municipality.

ARTICLE 5

Compensation to MWS

**Paragraph 5.2 is amended to include the following sentence:**

On October 9<sup>th</sup>, 2017 the Base Rate shall be adjusted 5.5% for one time only. The remainder of Paragraph 5.2 remains the same as in the existing Contract.

**Paragraph 5.3 is amended to read as follows:**

5.2 Additional Compensation. In addition to the adjustments in the Base Rate specified in Paragraph 5.2, MWS will be entitled to additional compensation based upon the following events:

- a) Changes in Government Regulations Requiring Expenditures. The City will also reimburse MWS for any expenditure required solely by federal, state or local law, regulation rule, ordinance, permit or permit condition that becomes effective after the Effective Date of this Agreement and that was not imposed because of the action or inaction of MWS. MWS may amortize any required capital expenditures, with interest at then current rates for financing, over the remaining initial term of this Agreement. MWS may include any additional required operating expenditure as an adjustment to the Base Rate as adjusted.
- b) Tax Escalation. The City will also pay to MWS an amount ("Tax Escalation Amount") equal to the amount by which the Taxes assessed in each tax year exceed the amount of all Taxes paid or accrued by MWS in the calendar year of the Delivery Date. Within One Hundred Twenty (120) days of the Delivery Date MWS will provide the City a statement of the Taxes for the first calendar year. One-Twelfth (1/12th) of the Tax Escalation amount will be added each month to the invoice to the City. Increase in state and federal taxes are excluded from the about Tax Escalation amount.
- c) Cumulative Compensation. Every adjustment to MWS compensation conferred herein will be cumulative and in addition to every other adjustment conferred herein.
- d) Payment for Special Waste. Municipality shall reimburse MWS for actual expenses incurred in the disposal of Special Waste.

**Paragraph 5.6 is amended to include the following sentence:**

No entity located in Park County shall be charged less for Municipal Solid Waste Hauling and Disposal than the City of Livingston



(Notorial Seal)

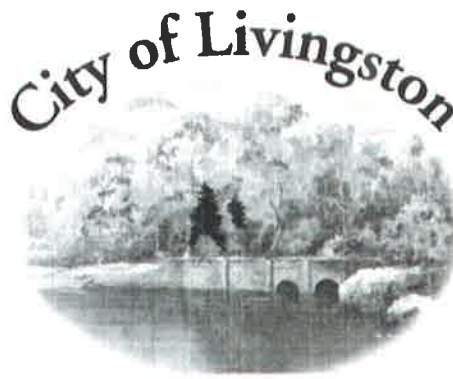
Printed Name: \_\_\_\_\_  
Notary Republic for the State of Montana  
Residing in: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Backup material for agenda item:**

- A. DISCUSS/APPROVE/DENY - Approving letter of support from Homeward housing Development Inc.

**City Manager**  
*Michael Kardoes*

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



*Incorporated 1889*

**Chairman**  
*James Bennett*

86

**Vice Chairman**  
*Dorel Hoglund*

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

August 15, 2017

Montana Board of Housing  
PO Box 200528  
Helena, MT 59620-0528  
Fax: 406-841-2841

RE: Homeword application to MT Board of Housing to repurpose former hospital into affordable homes

To Montana Board of Housing:

The City of Livingston endorses Homeword's efforts utilize the former Livingston Memorial Hospital for 34 homes people can afford. This opportunity comes at a time when housing in Livingston is at a premium, both for renters and those looking to purchase homes. Home costs in Livingston continue to climb rapidly with average home sales prices rising nearly 30% in the last year. The community as a whole is experiencing the impacts of those costs.

This proposed project meets several goals in the 2017 City of Livingston Growth Policy including addressing affordable housing needs, strengthening Livingston's economy by supporting industries and initiatives that increase employment opportunities and personal income and preserve Livingston's quality of life and community character.

Housing affordability is a significant issue for our community as demand is out-pacing supply. We've been told that an increasing number of housing units in Livingston are being impacted by the recent Air BnB and VRBO trends. We see increasing anecdotal evidence that local businesses are being damaged by the lack of housing that people can afford.

**LIVINGSTON**  
*Montana*

GO BEYOND YELLOWS ONE



In addition to workforce housing, Livingston has a need for affordable homes for our aging residents. The proposed project will provide good quality apartments at rents well below market. The proposed mix of studio and one and two bedrooms as well as its location near area services, it will undoubtedly attract seniors and families.

In May 2017 Livingston held a Housing Symposium that was sponsored by the City of Livingston, Park County, MSU Park County Extension, Park County Community Foundation, and the HRDC. There were over 50 participants. Homeward's project was identified as a positive solution to address this critical issue for our community's well-being and economic prosperity.

Sincerely,

James Bennett  
Chairperson, Livingston City Commission

Cc: Andrea Davis, Homeward Executive Director  
Heather McMilin, Homeward Housing Development Director

**LIVINGSTON**  
*Montana*

**Backup material for agenda item:**

- B. DISCUSS/APPROVE/DENY - Approve City Manager signing TSEP contract with Montana Department of Commerce



**MONTANA DEPARTMENT OF COMMERCE  
TREASURE STATE ENDOWMENT PROGRAM  
CONTRACT #MT-TSEP-CG-19-967**

This Contract is entered into by the City of Livingston, Montana (the Grantee) and the Montana Department of Commerce, Helena, Montana (the Department).

The Grantee and the Department hereby agree to the following terms:

**Section 1. PURPOSE**

The purpose of this Contract is to provide funding to the Grantee for infrastructure project activities approved by the Department under the Treasure State Endowment Program (hereinafter "TSEP" or "Program"), as authorized by HB 11, passed by the 65th Legislature and as signed into law by Governor Bullock on May 8, 2017, Chapter 353, Laws 2017.

**Section 2. AUTHORITY**

This Contract is issued under authority of Title 90, Chapter 6, Part 7 of the Montana Code Annotated; the Administrative Rules of Montana, Title 8, Chapter 94, Subchapter 38; and the terms of Chapter 353, Laws 2017.

**Section 3. APPLICATION INCORPORATED BY REFERENCE**

The Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively, the "Project"), is specifically incorporated into this Contract by this reference and the representations made therein are binding upon the Grantee.

**Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS**

- (a) The Grantee will comply with all applicable local, state, and federal laws, regulations, ordinances, and resolutions, as now in effect or as may be amended during the term of this Contract, and all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the TSEP Project Administration Manual.

- (b) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6 SCOPE OF WORK will require such contractors, subcontractors, and subrecipient entities to also comply with all applicable local, state, and federal laws, regulations, administrative directives, procedures, ordinances, and resolutions, including the most current version of the TSEP Project Administration Manual.
- (c) The Grantee agrees that the Project will adhere to all applicable design standards required by the Department of Environmental Quality (DEQ) and obtain all applicable federal, state, and local permits required for the project. If no DEQ standards are applicable to the Project, the Grantee agrees that the Project will adhere to generally accepted industry standards, such as *Recommended Standards for Wastewater Facilities* or *Recommended Standards for Water Works*, published by the Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, latest edition.
- (d) The Grantee expressly agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the statutes and regulations governing the Program, or any applicable local, state, or federal requirements.

#### **Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE**

- (a) This Contract shall take effect upon execution by the parties and will terminate on June 30, 2021 or upon approval of Grantee's Project Completion Report by the Department, whichever is earlier, unless otherwise terminated in accordance with Section 22 of this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between May 8, 2017 and prior to the date of termination of the Contract pursuant to Section 5(a). All Requests for Reimbursement must be submitted to the Department within 90 days after the Department's approval of the Grantee's Project Completion Report.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only upon obtaining the prior written approval of the Department.

- (d) The Department may grant a Contract extension upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project; has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least 60 days prior to the termination date of the Contract.

## **Section 6. SCOPE OF WORK**

The Grantee will complete the Project and administer this Contract in compliance with the Project Management Plan approved by the Department and as may be amended from time to time by mutual agreement of the parties, specifically incorporated herein by this reference and binding upon the Grantee. The Grantee will use TSEP funds for the following major components of the Project:

- Upgrade the wastewater treatment plant, and
- Replace deteriorated treatment equipment

## **Section 7. BUDGET**

- (a) The total amount to be awarded to the Grantee under this Contract will not exceed \$625,000.00.
- (b) A copy of the preliminary Project budget is attached hereto as Exhibit B and specifically incorporated herein by this reference. After construction bids are awarded or other major Project activity cost elements are determined, the Grantee shall provide the Department with a final Project budget, which, upon receipt and approval by the Department, will supersede the preliminary budget in Exhibit B and thereby be incorporated as part of this Contract and binding upon the Grantee.
- (c) For budget adjustments of \$5,000 or less between line items of the TSEP portion of Exhibit B, Department approval of the Request for Reimbursement form will constitute approval of the budget adjustment. The Grantee shall describe the rationale for a budget adjustment and note the adjustments in the Request for Reimbursement submitted to the Department. Budget adjustments in excess \$5,000 between any line item of Exhibit B must be approved in advance by the Department.
- (d) Any authorized funds not expended under this grant by the completion date referenced

in Section 5 or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and will be used to finance other TSEP projects.

## **Section 8. METHOD OF REIMBURSEMENT**

- (a) The Department will use the funds appropriated in HB 11 to fund infrastructure project awards to Grantees that have received a Notice of Award letter from the Department. The Grantee acknowledges that its access to such funds is subject to their availability.
- (b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project.
- (c) The Department agrees to reimburse the Grantee as set forth in this Section for successfully completing the activities set forth in Section 6 SCOPE OF WORK as eligible Project costs are incurred on or after to the date identified in Section 5(a), supported by adequate documentation submitted by the Grantee, and upon the Department's approval of the Grantee's Request for Reimbursement. Unless previously agreed to in writing by the Department, the Department will not reimburse Grantee for any costs related to the land acquisition, construction, construction inspection, or contingency line items in Exhibit B until Grantee demonstrates all applicable permits for the project have been obtained, as required in Section 4(c). In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.
- (d) The Department will not reimburse the Grantee for any costs incurred prior to the date identified in Section 5(b); for any expenses not included in Exhibit B or an approved adjustment thereto; for any ineligible expenses as set forth in the most current version of the TSEP Project Administration Manual; or for any expenses not clearly and adequately supported by the Grantee's records.
- (e) As further set forth in Section 22 TERMINATION OF CONTRACT, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract, any costs incurred will be the Grantee's sole responsibility.
- (f) The Grantee understands and acknowledges that the Department will report to the Legislature and Legislative interim committees on the status of all projects in accordance with HB 11. If the Department determines that the Grantee has failed to commence or complete its Project in a timely manner, the Department may recommend to the

- Legislature that the Contract be terminated and any remaining Project funds revert to the Department and may be used, at the Department's discretion, to fund other TSEP grants.
- (g) The Department is allowed 15 working days to process a Request for Reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information at the time of Contract execution in order to facilitate electronic funds transfer payments.
  - (h) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-TSEP funds, the Department may, at its discretion, suspend the distribution of TSEP funds until the Grantee obtains a firm commitment of funds for the full Project budget.
  - (i) If actual Project expenses are lower than projected by the Grantee in Exhibit B, or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application, the Department, at its discretion, may reduce the amount of Program funds to be provided to the Grantee under this Contract in proportion to all other project funding sources, and so that the Grantee's projected average residential user rates do not fall lower than the target rate, as determined by the Department.
  - (j) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
  - (k) Requests for Reimbursement for contracted or subcontracted services must attach appropriate documentation demonstrating compliance with contract requirements.
  - (l) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.

## **Section 9. REPORTING REQUIREMENTS**

- (a) Project Progress Reports. During the term of this Contract, the Grantee will submit project progress reports to the Department in conjunction with each Request for Reimbursement. These reports will describe the status of the activities set forth in Section 6 SCOPE OF WORK, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. The report must also provide

documentation supporting each claim for expenses to be reimbursed, describe any significant problems encountered in carrying out the Project, and the scope of any necessary modifications the Grantee is requesting in the Project scope of work, budget, or implementation schedule. The Department, at its sole discretion, may decline to honor any Request for Reimbursement if the required project progress report has not been submitted to or approved by the Department.

- (b) Project Completion Report. Upon completion of the Project, the Grantee will submit a final Project Completion Report for approval by the Department. The Project Completion Report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. Upon approval of the Project Completion Report, the Department will issue the Notice of Project Close-out.

## **Section 10. LIAISONS**

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

### **For the Department:**

Valerie Short (or successor)  
TSEP Program Specialist, MDOC  
301 S. Park Ave.  
P.O. Box 200523  
Helena, MT 59620-0523  
406-841-2787  
[vshort@mt.gov](mailto:vshort@mt.gov)

### **For the Grantee:**

Paige Fetterhoff, Finance Director  
City of Livingston  
414 East Callender Street  
Livingston, MT 59047  
406-823-6003  
[pfetterhoff@livingstonmontana60.org](mailto:pfetterhoff@livingstonmontana60.org)

## **Section 11. ACCESS TO AND RETENTION OF RECORDS**

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to financial records, supporting documents, and such other records as are required by law or other authority, for a period of three (3) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Livingston, Montana.
- (b) The Grantee shall provide the Department, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance.

## **Section 12. PROJECT MONITORING**

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with the SCOPE OF WORK, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department will advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.

## **Section 13. COMPLIANCE WITH APPLICABLE LAWS**

- (a) The Grantee must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act ("Affordable Care Act"), and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. Any subletting or subcontracting by the Grantee subjects subcontractors to the same provisions.
- (b) In accordance with Section 49-3-207, MCA and Executive Order No. 04-2016, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race,

color, sex, pregnancy, childbirth or medical conditions related to childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status.

- (c) The Affordable Care Act requires a Grantee, if Grantee is an applicable large employer under the ACA, to provide healthcare coverage for its employees, who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980 H (ACA) if provided by the State.

#### **Section 14. ACCOUNTING, COST PRINCIPLES, AND AUDITING**

- (a) The Grantee, in accordance with Section 2-7-503 and 18-4-311, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP).
- (b) The Department or any other legally authorized governmental entity or their authorized agents may, at any time during or after the term of this Contract, conduct, in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of the monies, and delivery of services provided through this Contract.

#### **Section 15. AVOIDANCE OF CONFLICT OF INTEREST**

- (a) The Grantee will comply with Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.



- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

#### **Section 16. OWNERSHIP AND PUBLICATION OF MATERIALS**

All reports, information, data, and other materials prepared by the Grantee, or any of its contractors or subcontractors, in furtherance of this Contract are the property of the Grantee and the Department, which both have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the Department and the Grantee.

#### **Section 17. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

- (a) The Grantee may subcontract any portion of this Contract to accomplish the completion of the Project. However, Grantee accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Grantee shall not otherwise assign or transfer any portion of this Contract without the express written consent of the Department.
- (b) The Grantee's assignment, transfer, or subcontract of this Contract or any portion thereof neither makes the Department a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the Department. No contractual relationships exist between any subcontractor, assignee, or transferee and the Department.
- (c) The Grantee must immediately notify the Department of any litigation concerning any assignment, transfer, or subcontract of this Contract or any portion thereof.

#### **Section 18. HOLD HARMLESS AND INDEMNIFICATION**

The Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily

or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, or subcontractors under this Contract.

## Section 19. INSURANCE

- (a) General Requirements. Grantee shall maintain and shall assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers are to be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) General Liability Insurance. At its sole cost and expense, the Grantee shall purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory Tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.
- (c) Professional Liability Insurance. Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are made (filed) after the cancellation or expiration date of the policy.
- (d) Property Insurance. At its sole cost and expense, the Grantee shall maintain property and hazard insurance, including course of construction coverage, and earthquake insurance in areas where there is a shaking level above 10g (see map at <http://rmtd.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf>) for loss or damage for any building and all related improvements and contents therein on the premises on a replacement cost basis throughout the term of the contract.

- (e) General Provisions. All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana or by a domiciliary state and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements are to be received by the Department prior to beginning any activity provided for under the Contract. Grantee shall notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy at any time, including endorsements.

## **Section 20. DEBARMENT**

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency.

## **Section 21. CONTRACT AMENDMENT**

Except as otherwise set forth herein, this Contract may not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

## **Section 22. TERMINATION OF CONTRACT**

This Contract may only be terminated in whole or in part as follows:

- (a) Termination Due to Loss or Reduction of Funding. The Department, at its sole discretion, may terminate or reduce the scope of this Contract if any funding sources are eliminated or reduced for any reason. If a termination or modification is so required, the Department may, if sufficient Program funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, will provide the Grantee with a modified Project budget.
- (b) Termination for Cause with Notice to Cure Requirement. The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient

entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time of not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

- (c) Effect of Termination. In the event of termination due to the Grantee's, its contractors', subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Grantee. However, at its sole discretion, the Department may approve requests by the Grantee for reimbursement of expenses incurred. The Department's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

### **Section 23. DEFAULT**

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

### **Section 24. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department.

### **Section 25. FORCE MAJEURE**

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military

authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

#### **Section 26. SEPARABILITY**

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

#### **Section 27. NOTICE**

All notices required under the provisions of the Contract must be in writing and delivered to the parties' liaisons identified herein either by first class mail or personal service.

#### **Section 28. NO ARBITRATION**

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

#### **Section 29. REFERENCE TO CONTRACT**

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.

#### **Section 30. NO WAIVER OF BREACH**

No failure by the Department to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the Department to enforce each and all of the provisions hereof upon any further or other breach on the part of the Grantee.

#### **Section 31. JURISDICTION AND VENUE**

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

**Section 32. INTEGRATION**

The Contract contains the entire agreement between the parties, and no statements, promises, or inducements of any kind made by either party, or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties hereto have caused this Contract to be executed.

**CITY OF LIVINGSTON:**

\_\_\_\_\_  
Michael Kardoes, City Manager Date

**ATTEST:**

\_\_\_\_\_  
Paige Fetterhoff, Finance Director

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Jay Porteen, City Attorney

**MONTANA DEPARTMENT OF COMMERCE:**

\_\_\_\_\_  
Pam Haxby-Cote, Director Date

EXHIBIT A

CITY OF LIVINGSTON  
PROJECT IMPLEMENTATION SCHEDULE

TASK	QUARTERS, 2017				QUARTERS, 2018			
	1st JFM	2nd AMJ	3rd JAS	4th OND	1st JFM	2nd AMJ	3rd JAS	4th OND
<b><u>PROJECT DESIGN</u></b>								
Commence Final Design			2016					
Complete Project Design	X							
Submit Plans to DEQ	X							
Prepare Bid Documents		X						
<b><u>ADVERTISEMENT FOR CONST. BID</u></b>								
Review Contract Requirements		X						
Public Bid Advertisement		X						
Open Bids & Examine Proposals			X					
Request Contr. Debarment Review			X					
Select Contractor & Award Bid			X					
Conduct Pre-Const. Conference			X					
Issue Notice to Proceed to Contractor			X					
<b><u>PROJECT CONSTRUCTION</u></b>								
Begin Construction			X					
Monitor Engineer & Contractor			X	X	X	X	X	X
Conduct Labor Compliance Reviews	2019		X		X		X	
Hold Const. Progress Meetings	2019	2019	X	X	X	X	X	X
Final Inspection			2019					
<b><u>PROJECT CLOSE OUT</u></b>								
Submit Final Reimbursement Request			2019					
Project Completion Report/Final Certification			2019					
Contract End Date						June 2019		

**EXHIBIT B -- City of Livingston Project Budget**

ADMINISTRATION	TSEP	RRGL	City	RD Grant	RD Loan	SRF A Loan	SRF B Loan	SRF Loan	TOTAL
Grant Administration									\$0.00
Loan Reserves					\$162,600.00		\$309,938.00	\$231,188.00	\$703,726.00
Interim Interest					\$75,000.00				\$75,000.00
Bond Costs					\$25,000.00		\$25,000.00		\$50,000.00
									\$0.00
									\$0.00
<b>TOTAL ADMINISTRATION</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$262,600.00	\$0.00	\$334,938.00	\$231,188.00	\$828,726.00
<b>CONSTRUCTION RELATED ACTIVITIES</b>									
I & C/Scada Programming				\$208,592.00					\$208,592.00
Final Engineering Design		\$50,000.00					\$1,189,231.00		\$1,239,231.00
Construction Inspection Eng.				\$254,747.00	\$400,000.00		\$748,950.00		\$1,403,697.00
Construction	\$625,000.00	\$75,000.00	\$300,000.00	\$730,320.00	\$4,337,400.00	\$400,000.00	\$4,226,881.00	\$4,087,471.00	\$14,782,072.00
Contingency				\$521,341.00				\$521,341.00	\$1,042,682.00
									\$0.00
<b>TOTAL ACTIVITY</b>	\$625,000.00	\$125,000.00	\$300,000.00	\$1,715,000.00	\$4,737,400.00	\$400,000.00	\$6,165,062.00	\$4,608,812.00	\$18,676,274.00
<b>TOTAL PROJECT BUDGET</b>	\$625,000.00	\$125,000.00	\$300,000.00	\$1,715,000.00	\$5,000,000.00	\$400,000.00	\$6,500,000.00	\$4,840,000.00	\$19,505,000.00



## CDD CONTRACT INFORMATION SHEET

**Division staff are required to complete the items in blue print.**

Date of Gov. Award Letter:	<u>5/10/2017</u>	Date Met StartUp Conditions:	<u>7/14/2017</u>
Contract Number:	<u>MT-TSEP-CG-19-967</u>	Division:	<u>CDD</u>
Contractor's Name:	<u>City of Livingston</u>	Vendor Number:	<u>23478</u>
Approved to Form Name:	<u>Jay Porteen</u>	Begin Date:	<u>5/8/2017</u>
Approved to Form Email:	<u>cityattorney@livingstonmontana.org</u>	End Date:	<u>6/30/2021</u>
Contractor (Signee) Name:	<u>Michael Kardoes</u>		
Contractor's Email:	<u>mkardoes@livingstonmontana.org</u>		
Contractor's Address:	<u>414 E Callender Street</u>		
Contractor's Address 2:	<u>Livingston MT 59047</u>		
Attest Name:	<u>Paige Fetterhoff</u>		
Attest Email:	<u>pfetterhoff@livingstonmontana.org</u>		
Duns Number:			
(Federal Funds Required)			
Amount:	<u>\$625,000</u>		
Organization Number:	<u>608967</u>		
RFP Number (if applicable):			
Program Number:	<u>60</u>		

Liaison:	<u>Valerie Short</u>	Program Manager:	<u>Becky Anseth</u>
Liaison Email:	<u>vshort@mt.gov</u>	Bureau Chief:	<u>A.C. Rothenbuecher</u>
Liaison Phone:	<u>841-2787</u>	Additional Email:	<u>banseth@mt.gov</u>

Signatures:		Carbon Copies:	
Division Administrator	<u>Jennifer Olson</u> 7/31/2017	Liaison:	<input checked="" type="checkbox"/>
Fiscal Review	<u>Jeri Quisno</u> 8/1/2017	Director (> \$200K):	<input checked="" type="checkbox"/>
Legal Counsel	<u>Amy Barnes</u> 8/1/2017	Deputy Director (<\$25K):	<input type="checkbox"/>
Director	<u>Pam Hazby-Cote</u> 8/7/2017	Perceptive Content	<input checked="" type="checkbox"/>
OBPP	<u>Amy Sassano</u> 8/10/2017	Secretary of State:	<input type="checkbox"/>
		BIA:	<input type="checkbox"/>
		Clerk of Court:	<input type="checkbox"/>

**Certificate Of Completion**

Envelope Id: 7B91363845A34B26AA10A1BFAEF54A17

Status: Sent

Subject: Montana Department of Commerce Contract #MT-TSEP-CG-19-967 for Signature

Source Envelope:

Document Pages: 17

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Contracts Admin

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301 S Park Ave

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doccontracts@mt.gov

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Holder: Contracts Admin

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doccontracts@mt.gov

**Signer Events****Signature****Timestamp**

Jennifer Olson

jeolson@mt.gov

Security Level: Email, Account Authentication  
(None)

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**Electronic Record and Signature Disclosure:**

Accepted: 7/31/2017 7:44:54 PM

ID: be1d1516-1630-42d7-b3e3-69b99fce339f

Teri Juneau

tjuneau@mt.gov

Fiscal Manager

MT Dept of Commerce

Security Level: Email, Account Authentication  
(None)

Sent: 7/31/2017 7:45:03 PM

Viewed: 8/1/2017 4:14:21 PM

Signed: 8/1/2017 4:14:45 PM

Using IP Address: 63.230.98.118

Signed using mobile

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Amy Barnes

AmyBarnes@mt.gov

Security Level: Email, Account Authentication  
(None)

Sent: 8/1/2017 4:14:47 PM

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Signed: 8/1/2017 4:16:04 PM

Using IP Address: 161.7.59.23

**Electronic Record and Signature Disclosure:**

Accepted: 8/1/2017 4:15:21 PM

ID: 1ffb52c7-de64-42bd-9af7-2aa863c197a9

Pam Haxby-Cote

pam.haxbycote@mt.gov

Director

Security Level: Email, Account Authentication  
(None)

Sent: 8/1/2017 4:16:06 PM

Viewed: 8/7/2017 8:43:11 AM

Signed: 8/7/2017 8:43:27 AM

Using IP Address: 161.7.59.18

**Electronic Record and Signature Disclosure:**

Accepted: 8/7/2017 8:43:11 AM

ID: 4ff13f26-5425-4221-ad93-98f5d878a5c4

Signer Events	Signature	Timestamp
<p>Amy Sassano  asassano@mt.gov  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 8/10/2017 8:45:54 AM  ID: 4301f40a-b29b-4552-8d3a-039d2bf3e792</p>	<p><i>Amy Sassano</i></p> <p>Using IP Address: 161.7.59.25</p>	<p>Sent: 8/7/2017 8:43:29 AM  Viewed: 8/10/2017 8:45:54 AM  Signed: 8/10/2017 8:46:04 AM</p>
<p>Jay Porteen  cityattorney@livingstonmontana.org  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 8/10/2017 1:16:15 PM  ID: a6c93ec8-b524-4b8e-a384-8750e2cd03ad</p>	<p></p> <p>Using IP Address: 69.145.81.194</p>	<p>Sent: 8/10/2017 8:46:07 AM  Viewed: 8/10/2017 1:16:15 PM  Signed: 8/10/2017 1:17:28 PM</p>
<p>Michael Kardoes  mkardown@livingstonmontana.org  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		<p>Sent: 8/10/2017 1:17:31 PM</p>
<p>Paige Fetterhoff  pfetterhoff@livingstonmontana.org  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		
<p>Pam Haxby-Cote  pam.haxbycote@mt.gov  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 8/7/2017 8:43:11 AM  ID: 4ff13f26-5425-4221-ad93-98f5d878a5c4</p>		

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	Status	Timestamp
<b>Agent Delivery Events</b>	Status	Timestamp
<b>Intermediary Delivery Events</b>	Status	Timestamp
<b>Certified Delivery Events</b>	Status	Timestamp
<b>Carbon Copy Events</b>	Status	Timestamp
<p>Becky Anseth  banseth@mt.gov  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><b>COPIED</b></p>	<p>Sent: 7/28/2017 9:13:26 AM  Viewed: 7/31/2017 1:35:05 PM</p>

**Carbon Copy Events****Status****Timestamp**

Valerie Short  
vshort@mt.gov

Security Level: Email, Account Authentication  
(None)

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Cyndi Davis  
CDavis3@mt.gov

Security Level: Email, Account Authentication  
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**Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

8/10/2017 1:17:31 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, MT Dept of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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

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

electronically from us.

**How to contact MT Dept of Commerce:**

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Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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