



Livingston City Commission Agenda

October 02, 2018

6:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. 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).

6. Consent Items

A. CONSENT- Approve minutes from 9.18.18 commission meeting Page 3

B. CONSENT - Approve Bills and Claims Page 7

C. CONSENT - Judge's Monthly Report August 2018 Page 24

7. Scheduled Public Comment

A. PUBLIC COMMENT: MARGY EK WILL DISCUSS THE 2018 LIGHTS ON AFTERSCHOOL EVENT FOR THE LINKS FOR LEARNING PROGRAM. Page 26

8. Proclamations

A. Keeping the Lights on for Park County youth. Page 28

9. Public Hearings

A. RESOLUTION NO. 4825- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR FISCAL YEAR 2017-2018, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$13,285. Page 31

10. Ordinances

11. Resolutions

A. RESOLUTION NO. 4826- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE BARDANING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) LOCAL NO. 630, FOR THE TIME PERIOD OF JULY 1, 2018 - JUNE 30, 2020. Page 33

B. RESOLUTION NO. 4827- AUTHORIZATION FOR CITY MANAGER TO SIGN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT TO EXTEND THE CONTRACT BETWEEN THE CITY OF LIVINGSTON AND TD & H ENGINEERING. Page 56

12. Action Items

A. ACTION ITEM: SCHEDULE INTERVIEWS FOR CITY COMMISSION VACANCY

13. City Manager Comment

14. City Commission Comments

15. Adjournment

Calendar of Events

October 8, 2018- City offices closed for Holiday

October 10, 2018-7:00pm- Livingston Sister Cities student presentation and applications due for new exchange Students (At least 1 parent must attend); Sleeping Giant Middle School Library

October 16, 2018-6:30pm- City Commission Meeting; 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 9.18.18 commission meeting**

**LIVINGSTON CITY COMMISSION
MINUTES**

September 18, 2018

6:30 p.m.

City- County Complex, Community Room

- 1. Call to Order**
- 2. Roll Call**
 - Hoglund, Schwarz, Friedman, Mabie were present. Sandberg
- 3. Moment of Silence**
- 4. Pledge of allegiance**

Chair Hoglund made comments and asked for motion to move Action Item F to beginning of meeting.

- Schwarz made a motion to move Action Item F to the top of the Agenda, discussing before consent items. Mabie seconded.
 - All in favor, Action Item F moved before Consent Items approved 4-0
 - F. Discuss/Approve/Deny-the resignation of Commissioner Sandberg. (00:8:00)**
 - Schwarz made a motion to accept Action Item F. Mabie seconded.
 - All in favor, Action Item F approved 4-0
- 5. Consent Items (00:08:06)**
 - A. CONSENT Approve minutes from 9.4.18 Commission Meeting (00:11:49)**
 - B. CONSENT – Bills and Claims from September**
 - C. CONSENT- Approve special parking space for Rosalie Deyerle.**
 - D. CONSENT- Approve Special Event Application from Park High for homecoming parade September 28, 2018.**
 - Hoglund asked for a motion to approve Consent items A-D.
 - Schwarz made the motion. Mabie seconded.
 - All in favor, motion passed 4-0.
 - 6. Proclamations (00:00:57)**

Fire Chief MacInnes presented Andy Marlow who will be retiring at the end of the month and welcomed Drew Franz as newest member of the Livingston Fire and Rescue.
 - 7. Scheduled Public Comment**

8. Public Hearings

A. RESOLUTION NO. 4823- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DISCONTINUING AND VACATING A PORTION OF THE UNDEVELOPED NORTH D STREET BETWEEN MONTANA STREET AND THE LIVINGSTON DITCH, AND BETWEEN BLOCKS 23 AND 24, ALL LOCATED IN THE ORIGINAL TOWNSITE OF THE CITY OF LIVINGSTON, MONTANA. (00:12:08)

- Friedman made a motion to pass Resolution No. 4823. Mabie seconded.
 - All in favor, Motion passed 4-0.

9. Ordinances

10. Resolutions

A. RESOLUTION NO. 4824 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO AMEND THE BUDGET FOR FISCAL YEAR 2018-2019, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$13,285. (00:16:58)

- Schwarz made a motion to pass Resolution No. 4824. Freidman seconded.
 - All in favor, motion passed 4-0.

B. RESOLUTION NO. 4822-A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING CERTAIN PROPERTY AS SURPLUS AND DIRECTING THAT SAID PROPERTY BE SOLD. (00:18:00)

- Friedman made a motion to pass Resolution 4822. Mabie seconded.
 - All in favor, motion passed 4-0.

11. Action Items

A. Discuss/Approve/Deny- City of Livingston Commission to consider Montana Main Street Program. (00:20:54)

- Leslie Fiegle, from Chamber of Commerce made comments (00:22:15)
- Michelle Uberuaga made comments (00:24:10)
- Patricia Grabow made comments (00:26:54)
- Schwarz made a motion to Approve Action Item A. Friedman seconded.
 - All in favor, Action Item A approved 4-0.

B. Discuss/Approve/Deny-Commission to provide direction to City Manager for Legislative Priorities (00:29:41)

- Leslie Fiegle, from Chamber of Commerce made comments (00:35:57)
- Patricia Grabow made comments (00:39:39)
- Commissures will provide list of to submit Legislative priorities to City Manager.

- C. Discuss/Approve/Deny- Approve City of Livingston Remote Participation Policy. (00:48:01)**
- James Bennett made comments (00:48:50)
 - Jack Luther (00:50:40)
 - Schwarz made a motion to Approve Action Item C. Friedman seconded.
 - All in favor, Action Item C approved 4-0.
- D. Discuss/Approve/Deny- Approve Discuss the Future of the City of Livingston Skate Park Board (00:57:35)**
- Derek Smith, Chairman of Skate Park Committee made comments (00:58:00)
- E. Discuss/Approve/Deny- Approve Discuss Scheduling dates for listening sessions inviting community comments regarding future growth. (01:06:32)**
- Grabow made comments (1:06:05)
- F. Discuss/Approve/Deny-the resignation of Commissioner Sandberg. (00:8:00)**
- Schwarz made a motion to move Action Item F to the top of the Agenda, discussing before consent items.
 - All in favor, Action Item F approved 4-0
 - Schwarz made a motion to accept Action Item F. Mabie seconded.
 - All in favor, Action Item F approved 4-0

12. City Manager Comment (01:16:12)

13. City Commission Comments

- Commissioner Mabie declined any comments
- Commissioner Friedman made comments (01:20:00)
- Commissioner Schwarz made comments (01:25:14)
- Chairperson Hoglund made comments (01:25:39)

14. Public Comments

15. Adjournment (01:27:09) 7:59 p.m.

Backup material for agenda item:

B. CONSENT - Approve Bills and Claims

09/25/18
15:38:46

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 9/18

Page: 1 of 8
Report ID: AP100

For doc #s from 36706 to 36814, Operating Cash
* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
36706	87189S 3828 JUSTICE COURT	70.00							
1	TK-18-5923 09/07/18 Roope, Kyra Naomi	70.00			1000 351036			101000	
36707	87222S 879 VERIZON WIRELESS	2,360.09							
1	223-8483 09/30/18 Planning	64.85			1000 106 411030	347		101000	
2	222-8155 09/30/18 Rec. Dept	76.01			1000 109 460449	347		101000	
3	223-2233 09/30/18 ATS	33.52			1000 109 460449	347		101000	
4	223-4459 09/30/18 Childhood Development	76.01			1000 109 460449	347		101000	
5	823-9535 09/30/18 City Pool	65.25			1000 109 460449	347		101000	
6	823-9870 09/30/18 ATS	84.89			1000 109 460449	347		101000	
7	223-7422 09/30/18 City Manager	100.92			1000 122 411300	347		101000	
8	223-2114 09/30/18 Fire	33.52			1000 141 420400	347		101000	
9	946-1406 09/30/18 Fire Jet Pack 1	22.90			1000 141 420400	347		101000	
10	946-1407 09/30/18 Fire Jet Pack 2	22.90			1000 141 420400	347		101000	
11	224-0542 09/30/18 Fire	84.89			1000 141 420400	347		101000	
12	224-2053 09/30/18 Fire Chief	84.89			1000 141 420400	347		101000	
13	946-1408 09/30/18 Fire Jet Pack 3	22.90			1000 141 420400	347		101000	
14	946-1409 09/30/18 Fire Jet Pack 4	22.90			1000 141 420400	347		101000	
15	223-7258 09/30/18 Building	64.85			1000 143 420403	347		101000	
16	223-2197 09/30/18 Animal Control	33.52			1000 154 440640	347		101000	
17	223-2195 09/30/18 Roaming	33.52			1000 155 430950	347		101000	
18	223-1359 09/30/18 Parks	33.52			1000 155 430950	347		101000	
19	223-6974 09/30/18 Roaming - Jones	33.52			1000 155 430950	347		101000	
20	579-7702 09/30/18 Cemetery	64.85			1000 155 430950	347		101000	
21	570-0712 09/30/18 Dispatch	64.85			2300 132 420160	220		101000	
22	223-1823 09/30/18 Street	33.52			2500 151 430220	347		101000	
23	223-2196 09/30/18 Street	76.01			2500 151 430220	347		101000	
24	223-1469 09/30/18 Water Cell	33.52			5210 502 430515	347		101000	
25	223-1472 09/30/18 Water Cell	33.52			5210 502 430515	347		101000	
26	223-6565 09/30/18 Holmes - Water 1/2	26.76			5210 502 430515	347		101000	
27	223-8268 09/30/18 Whitman - Water 1/2	37.24			5210 502 430515	347		101000	
28	223-9101 09/30/18 Schweigert - Water 1/2	40.25			5210 502 430515	347		101000	
29	224-0836 09/30/18 McClure	64.85			5210 502 430515	347		101000	
30	224-5246 09/30/18 Tom's Ipad	20.06			5210 502 430515	347		101000	
31	223-1470 09/30/18 Sewer	49.55			5310 503 430620	347		101000	
32	223-6565 09/30/18 Holmes - Sewer 1/2	26.76			5310 503 430620	347		101000	
33	223-7857 09/30/18 Sewer	64.85			5310 503 430620	347		101000	
34	223-8268 09/30/18 Whitman - Sewer 1/2	37.26			5310 503 430620	347		101000	
35	223-9101 09/30/18 Schweigert - Sewer 1/2	40.26			5310 503 430620	347		101000	
36	224-5022 09/30/18 WWTP - Dan	84.89			5310 503 430620	347		101000	
37	224-8119 09/30/18 WWTP - Pager	64.85			5310 503 430620	347		101000	
38	223-6314 09/30/18 Scale House	33.52			5410 504 430820	347		101000	
39	223-6948 09/30/18 Rich Stordalen	33.52			5410 504 430820	347		101000	
40	224-0509 09/30/18 Solid Waste - Van	104.90			5410 504 430820	347		101000	

09/25/18
15:38:46

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 9/18

Page: 2 of
Report ID: AP100

For doc #s from 36706 to 36814, 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
41	224-2470	09/30/18	Transfer Station	64.85			5410 504 430820	347	101000
42	224-2471	09/30/18	Solid Waste Truck	64.85			5410 504 430820	347	101000
43	223-0167	09/30/18	EMS	33.52*			5510 142 420730	347	101000
44	223-0168	09/30/18	EMS	33.52*			5510 142 420730	347	101000
45	223-0169	09/30/18	EMS	33.52*			5510 142 420730	347	101000
46	223-0340	09/30/18	EMS	33.52*			5510 142 420730	347	101000
47	224-8678	09/30/18	Medic 2	65.24*			5510 142 420730	347	101000
36708	87215S	151	NORTHWESTERN ENERGY	24.01					
1	3286284-9	09/26/18	101 Star Rd	24.01			1000 121 411230	341	101000
36709	87202S	54	GATEWAY OFFICE SUPPLY	10.31					
1	42006	09/10/18	Office Supplies	5.29			1000 102 410360	200	101000
2	42051	09/10/18	Paper	5.02			1000 102 410360	200	101000
36710	87203S	102	INDUSTRIAL TOWEL	34.27					
3	65998	09/13/18	Rug Maint.	34.27			1000 121 411230	360	101000
36711	87217S	3659	RIVERSIDE HARDWARE LLC	5.99					
1	53171	09/14/18	Lube Aerosol	5.99*			1000 123 411700	221	101000
36712	87211S	278	MMIA	2,066.64					
1	D. Fisher	09/12/18	Overpayment recovery- Fishe	2,066.64			5310 503 430625	110	101000
36713	87220S	2823	THOMSON REUTERS - WEST	292.74					
1	838849324	09/01/18	Information Charge - August	292.74			1000 107 411100	334	101000
36714	87210S	147	LIVINGSTON UTILITY BILLING	2,860.06					
1	00090016	09/12/18	City/County complex	631.83			1000 121 411230	342	101000
2	00004601	09/12/18	Mars Park	390.54			1000 155 430950	342	101000
3	50000010	09/12/18	Parks	281.09			1000 155 430950	342	101000
4	00016214	09/12/18	Cemetery	16.13			1000 155 430950	342	101000
5	00004638	09/12/18	Soccer Fieldhouse	42.04			1000 155 430950	342	101000
6	00014366	09/12/18	Sewer Plant	699.32			5310 503 430640	342	101000
7	00014352	09/12/18	Street Shop	49.42			2500 151 430220	342	101000
8	00014352	09/12/18	Street Shop	49.43			5410 504 430820	342	101000
9	00014474	09/12/18	Scale House	41.79			5410 504 430820	342	101000
10	00014347	09/12/18	Utility Shop	249.53			5210 502 430520	342	101000
11	00014347	09/12/18	Utility Shop	165.24			5310 503 430620	342	101000
12	00014347	09/12/18	Utility Shop	23.49			5410 504 430820	342	101000
13	00016149	09/12/18	Star Rd.	47.46			1000 121 411230	342	101000
14	00080013	09/12/18	B Street	55.58			1000 121 411230	342	101000
15	00080232	09/12/18	Irrigation	117.17			1000 121 411230	342	101000

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Page: 3 of 3
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36715		87199S 999999	FLANNERY, MICHAEL & TAMI	107.07					
1	09/13/18	Overpayment utility bill		35.69			5210 343021		101000
2	09/13/18			35.69			5310 343034		101000
3	09/13/18			35.69			5310 343031		101000
36716		87223S 3237	WHISTLER TOWING, LLC	75.00					
1	8746 09/11/18	Tow Ford Pickup		75.00			1000 131 420100	350	101000
36717		87218S 3645	SLEEPING GIANT ANIMAL CLINIC	52.54					
1	6803 08/29/18	Meds and office visit for Bobi		52.54			1000 131 420100	350	101000
36718		87191S 402	ALPINE ELECTRONICS RADIO SHACK	24.98					
1	10249319 07/19/18	Multicard Reader		24.98			1000 131 420100	220	101000
36719		87212S 925	MONTANA LAW ENFORCEMENT ACADEMY	333.00					
1	11603 08/27/18	Tuition - Sullivan		200.00			1000 131 420100	380	101000
2	11603 08/27/18	Lodging and meals		133.00			1000 131 420100	370	101000
36721		87193S 3440	CHARTER COMMUNICATIONS	885.12					
1	0179878 09/04/18	330 Bennett Internet		110.63*			1000 106 411030	346	101000
2	0179878 09/04/18	330 Bennett Internet		110.64*			1000 143 420403	346	101000
3	0179878 09/04/18	330 Bennett Internet		132.77*			1000 155 430100	346	101000
4	0179878 09/04/18	330 Bennett Internet		132.77			2500 151 430220	346	101000
5	0179878 09/04/18	330 Bennett Internet		132.77			5210 502 430510	346	101000
6	0179878 09/04/18	330 Bennett Internet		132.77			5310 503 430610	346	101000
7	0179878 09/04/18	330 Bennett Internet		132.77			5410 504 430820	346	101000
36722		87198S 2904	FISHER SAND AND GRAVEL	1,968.00					
1	72718 08/28/18	Flow-Fill Concrete		1,230.00			2820 210 430240	476	101000
2	72718 08/29/18	Flow-Fill Concrete		738.00			2820 210 430240	476	101000
36723		87204S 3387	J & H, Inc.	51.66					
1	539952 09/10/18	Copier maintenance		10.33			5210 502 430515	368	101000
2	539952 09/10/18	Copier maintenance		10.33			5310 503 430625	368	101000
3	539952 09/10/18	Copier maintenance		10.33			5410 504 430830	368	101000
4	539952 09/10/18	Copier maintenance		10.33			2500 151 430240	368	101000
5	539952 09/10/18	Copier maintenance		10.34			1000 106 411030	368	101000
36724		87205S 1390	KEN'S EQUIPMENT REPAIR, INC	85.00					
1	51607 08/01/18	HD10700 Fan TRP		85.00			5410 504 430830	362	101000

09/25/18
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Page: 4 of 4
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For doc #s from 36706 to 36814, Operating Cash
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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
36725	87205S	1390	KEN'S EQUIPMENT REPAIR, INC	2,483.30					
1	51670	08/09/18	Labor + Parts Door	680.00			5410 504 430830	362	101000
2	51804	08/27/18	Replace broken wheel studs	458.25			5410 504 430830	362	101000
3	51672	08/09/18	Inspect truck driver CDL test	180.00			2500 151 430240	362	101000
4	51755	08/21/18	Replace broken Hydro fitting/	157.15			5410 504 430830	362	101000
5	51648	08/07/18	Control valve nozzels, couplin	335.90			2500 151 430240	362	101000
6	51701	08/13/18	Replace steering U joint parts	672.00			2500 151 430240	362	101000
36726	87207S	2863	KIMBALL MIDWEST	714.19					
1	6557986	08/21/18	Supplies	714.19			2500 151 430240	231	101000
36727	87207S	2863	KIMBALL MIDWEST	58.47					
1	6573043	08/25/18	Supplies	58.47			2500 151 430240	231	101000
36728	87201S	999999	FRYER, JOHN	3,804.48					
1	8480	09/04/18	Refund Sidewalk Assessment	3,804.48			2600 363030		101000
36729	87214S	64	NEWMAN SIGNS INC.	1,730.35					
1	tfrord0044	08/29/18	Signs	1,730.35			2820 210 430240	241	101000
36730	87224S	2087	WISPWEST.NET	142.14					
ca									
1	435776	09/10/18	Internet COL Transfer Station	41.88			5410 504 430820	346	101000
2	435776	09/10/18	Equipment Installation	99.00			5410 504 430820	346	101000
3	435776	09/10/18	FCC Internet Regulatory Fee	1.26			5410 504 430820	346	101000
36731	87196S	2840	DICK ANDERSON CONSTRUCTION	697,865.11					
1	13	08/24/18	WRF pay application 13	704,914.25*			5310 503 430640	940	101000
2	13	08/24/18	Gross receipts tax withheld	-7,049.14*			5310 503 430640	940	101000
36732	87195S	122	DEPARTMENT OF REVENUE	7,049.14					
1	13	08/24/18	DAC - Gross Receipts Tax	7,049.14*			5310 503 430640	940	101000
36733	87190S	781	2M COMPANY, INC.	119.95					
1	8083488	07/31/18	Fountain-Skate Park	119.95			1000 155 460430	231	101000
36734	87192S	23	CARQUEST AUTO PARTS	32.39					
1	1912420280	08/27/18	Bearing	32.39			1000 155 460430	231	101000

09/25/18
15:38:46

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 9/18

Page: 5 of 12
Report ID: AP100

For doc #s from 36706 to 36814, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
36735	87194S	2112	CHURCHILL EQUIPMENT CO., INC.	414.42					
1	24461	08/30/18	Cemetery Mower	19.65			1000 155 430930	361	101000
2	23106	07/27/18	Cemetery Mower	338.12			1000 155 430930	361	101000
3	23613	08/08/18	Cemetery Mower	56.65			1000 155 430930	361	101000
36736	87227S	15	JOHN DEERE FINANCIAL	1.34					
1	583246	09/06/18	Bolt	1.34			1000 155 460430	231	101000
36737	87227S	15	JOHN DEERE FINANCIAL	55.78					
1	560223	07/17/18	Idler	55.78			1000 155 460430	231	101000
36738	87209S	26	LIVINGSTON ACE HARDWARE -	6.10					
1	D48815	09/04/18	Filler Cap	6.10			1000 155 460430	231	101000
36739	87209S	26	LIVINGSTON ACE HARDWARE -	253.90					
1	D51759	09/07/18	Supplies	243.92			1000 155 460430	231	101000
2	D53373	09/10/18	Supplies	9.98			1000 155 460430	231	101000
36740	87217S	3659	RIVERSIDE HARDWARE LLC	8.99					
1	52490	09/06/18	Socket	8.99			1000 155 460430	231	101000
36741	87192S	23	CARQUEST AUTO PARTS	24.37					
1	1912421266	09/07/18	Supplies	24.37			5210 502 430515	231	101000
36742	87197S	424	ENERGY LABORATORIES, INC.	424.00					
1	173797	08/03/18	Analysis parameter	392.00			5210 502 430515	355	101000
2	174705	08/07/18	Analysis parameter	32.00			5210 502 430515	355	101000
36743	87202S	54	GATEWAY OFFICE SUPPLY	16.69					
1	2597068	08/20/18	Shipping - Micro-Comm	16.69			5210 502 430515	355	101000
36744	87206S	776	KENYON NOBLE	12.98					
1	6726768	08/30/18	Station Supplies	12.98			5210 502 430515	231	101000
36745	87208S	2830	LEHRKIND'S COCA-COLA	16.50					
1	1567303	09/13/18	Water	16.50			2500 151 430240	231	101000
36746	87209S	26	LIVINGSTON ACE HARDWARE -	58.10					
1	D54978	09/13/18	Fasteners	23.36			5210 502 430515	231	101000
2	D55040	09/13/18	Air Filter	12.99			5210 502 430520	361	101000
3	D55040	09/13/18	Air Filter	12.99			5310 503 430620	361	101000
4	D54768	09/12/18	Wire Rope Clips	8.76			2500 151 430240	231	101000

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
36747	87213S	3688 MURDOCH'S RANCH & HOME SUPPLY		59.99					
1	K00019/b	07/25/18 Max LED Flashlight		59.99			5210 502 430515	231	101000
36748	87219S	1814 SPECIAL LUBE		33.00					
1	57284	09/07/18 49-7705C		33.00			5210 502 430515	232	101000
36749	87221S	626 UTILITY SPECIALTIES, INC		219.19					
1	6904	08/31/18 Carbide Impregnated Tractor Wh		219.19			5310 503 430625	232	101000
36750	87217S	3659 RIVERSIDE HARDWARE LLC		13.86					
1	49917	08/03/18 Supplies		13.86			5210 502 430515	231	101000
36752	87216S	272 PARK COUNTY		6,442.39					
8	1063	08/29/18 IT Cost Allocation		249.72			1000 101 410130	368	101000
9	1063	08/29/18 IT Cost Allocation		99.89			1000 103 410400	368	101000
10	1063	08/29/18 IT Cost Allocation		49.94			1000 104 410540	368	101000
11	1063	08/29/18 IT Cost Allocation		49.94			1000 104 410550	368	101000
12	1063	08/29/18 IT Cost Allocation		57.44			1000 106 411030	368	101000
13	1063	08/29/18 IT Cost Allocation		99.89			1000 107 411100	368	101000
14	1063	08/29/18 IT Cost Allocation		49.94			1000 109 410450	368	101000
15	1063	08/29/18 IT Cost Allocation		149.83			1000 109 460449	368	101000
16	1063	08/29/18 IT Cost Allocation		799.10			1000 131 420100	368	101000
17	1063	08/29/18 IT Cost Allocation		299.66			1000 141 420400	368	101000
18	1063	08/29/18 IT Cost Allocation		42.45			1000 143 420403	368	101000
19	1063	08/29/18 IT Cost Allocation		49.94			1000 154 440640	368	101000
20	1063	08/29/18 IT Cost Allocation		25.97			1000 155 430100	368	101000
21	1063	08/29/18 IT Cost Allocation		149.83			1000 155 430950	368	101000
22	1063	08/29/18 IT Cost Allocation		399.55			2300 132 420160	368	101000
23	1063	08/29/18 IT Cost Allocation		25.97			2500 151 430210	368	101000
24	1063	08/29/18 IT Cost Allocation		149.83			2500 151 430240	368	101000
25	1063	08/29/18 IT Cost Allocation		29.97			5210 502 430510	368	101000
26	1063	08/29/18 IT Cost Allocation		74.92			5210 502 430515	368	101000
27	1063	08/29/18 IT Cost Allocation		49.94			5210 502 430570	368	101000
28	1063	08/29/18 IT Cost Allocation		37.96			5310 503 430610	368	101000
29	1063	08/29/18 IT Cost Allocation		24.97			5310 503 430625	368	101000
30	1063	08/29/18 IT Cost Allocation		199.77			5310 503 430640	368	101000
31	1063	08/29/18 IT Cost Allocation		49.94			5310 503 430670	368	101000
32	1063	08/29/18 IT Cost Allocation		29.97*			5410 504 430620	368	101000
33	1063	08/29/18 IT Cost Allocation		99.89			5410 504 430830	368	101000
34	1063	08/29/18 IT Cost Allocation		99.89			5410 504 430830	368	101000
35	1063	08/29/18 IT Cost Allocation		299.66*			5510 142 420730	368	101000
36	1063	08/29/18 All Stream Complex phns 08/18		187.63			1000 122 411300	343	101000
37	1063	08/29/18 Artistic Landscaping mowing		118.40			1000 121 411230	360	101000
38	1063	08/29/18 Century Link, Elevator		6.77			1000 122 411300	343	101000

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39	1063	08/29/18 CenturyLink Long Distance 7/18	17.77			1000 122 411300	343	101000
40	1063	08/29/18 Granite Techonology Solutions	157.50			1000 131 420100	350	101000
41	1063	08/29/18 House of Clean- Can liners air	86.45			1000 121 411230	231	101000
42	1063	08/29/18 House of Clean-Soap dispensers	188.24			1000 121 411230	231	101000
43	1063	08/29/18 House of Clean-can liners	12.78			1000 121 411230	231	101000
44	1063	08/29/18 House of Clean-Toilet paper	28.93			1000 121 411230	231	101000
45	1063	08/29/18 House of Clean- Batteries	62.98			1000 121 411230	231	101000
46	1063	08/29/18 Johnson Electric, LLC.	166.50			1000 121 411230	360	101000
47	1063	08/29/18 Karnatz Tree Service	179.45			1000 121 411230	365	101000
48	1063	08/29/18 Kone, Inc.	305.38			1000 121 411230	360	101000
49	1063	08/29/18 Livingston Ace Hardware	29.96			1000 121 411230	231	101000
50	1063	08/29/18 Livingston Ace Hardware	2.83			1000 121 411230	231	101000
51	1063	08/29/18 Livingston Ace Hardware	12.78			1000 121 411230	231	101000
52	1063	08/29/18 Livingston Ace Hardware	15.58			1000 121 411230	231	101000
53	1063	08/29/18 Security Solutions	35.52			1000 121 411230	365	101000
54	1063	08/29/18 State of MT-Video Conf.	149.86			1000 102 410360	380	101000
55	1063	08/29/18 State of MT-IT 07/18	282.29			1000 102 410360	380	101000
56	1063	08/29/18 State of MT- City CRT 07/18	149.87			1000 102 410360	380	101000
57	1063	08/29/18 Verizon Wireless	406.65			1000 131 420100	347	101000
58	1063	08/29/18 Weed Masters	92.50			1000 121 411230	360	101000
36753	87225S	3184 MASTERCARD	21,402.40					
1		Glass 08/12/18 Luxor	246.02			2300 132 420160	380	101000
2		Hahn 08/02/18 Generator	1,519.98			5410 504 430830	231	101000
3		Hahn 08/02/18 Generator	669.98			2500 151 430240	231	101000
4		Johnson 08/08/18 Uniform Emblems	117.74			1000 131 420100	220	101000
5		Johnson 08/17/18 National Night Out Supplies	324.18			1000 131 420100	220	101000
6		Johnson 08/21/18 Radio Batteries & Antennas	337.90			1000 131 420100	220	101000
7		Johnson 08/22/18 Training	400.00			1000 131 420100	370	101000
8		Emter 08/07/18 Irrigation	199.98			5310 503 430640	255	101000
9		Emter 08/14/18 Books	117.00			5310 503 430640	380	101000
10		Grady 08/10/18 USPS Postage	100.00			2220 201 460100	310	101000
11		Grady 08/14/18 Stamps.com	15.99			2220 201 460100	310	101000
12		Grady 08/15/18 Amazon	16.95			2220 201 460100	227	101000
13		Grady 08/28/18 Amazon	16.28			2220 201 460100	227	101000
14		Grady 08/31/18 USPS Postage	100.00			2220 201 460100	310	101000
15		Lowy 08/05/18 Albertsons	63.16			1000 103 410400	370	101000
16		Lowy 08/09/18 Facebook	47.93			1000 109 460445	226	101000
17		Lowy 08/10/18 Getsling.com	10.50			1000 109 460445	226	101000
18		Lowy 08/13/18 Walmart	177.23			1000 109 460449	226	101000
19		Lowy 08/19/18 Rosa's Pizza	7.00			1000 109 460445	226	101000
20		Lowy 08/23/18 Murdoch's	119.98			1000 109 460449	226	101000
21		Lowy 08/26/18 Albertsons	28.74			1000 109 460449	226	101000
22		Lowy 08/27/18 Amazon Prime	12.99			1000 109 460449	220	101000
23		Lowy 08/28/18 Amazon	55.99			1000 103 410400	200	101000

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Claim	Vendor #/Name/	Document \$/	Disc \$						Cash	
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj	Account
24	Lowy 09/02/18 Facebook	65.00			1000	109	460449	336		101000
25	Singer 08/08/18 Amazon	12.20			1000	123	411700	211		101000
26	Singer 08/08/18 Amazon	31.99			1000	123	411700	211		101000
27	Singer 08/09/18 Staples	531.57			1000	123	411700	211		101000
28	Singer 08/13/18 Amazon	37.80			1000	123	411700	211		101000
29	Singer 08/19/18 Office Supply	88.42			1000	123	411700	211		101000
30	Singer 08/26/18 Staples	80.21			1000	123	411700	211		101000
31	Singer 08/28/18 Amazon	215.80			1000	123	411700	211		101000
32	Hoffman 08/05/18 Rugged Computing	118.79			1000	123	411700	212		101000
33	Johansson 08/03/18 Staples	21.91			5310	503	430625	361		101000
34	Johansson 08/03/18 Staples	11.17			1000	155	430100	220		101000
35	Johansson 08/03/18 Staples	11.18			2500	151	430220	200		101000
36	Johansson 08/03/18 Staples	11.18			5210	502	430510	220		101000
37	Johansson 08/03/18 Staples	11.18			5410	504	430820	220		101000
38	Fetterhoff 08/05/18 Rocky Mountain Print	284.99			5210	502	430570	213		101000
39	Fetterhoff 08/05/18 Rocky Mountain Print	284.98			5310	503	430670	213		101000
40	Fetterhoff 08/05/18 Rocky Mountain Print	284.98			5410	504	430870	213		101000
41	Fetterhoff 08/06/18 Stamps.com	24.99			1000	123	411700	310		101000
42	Fetterhoff 08/10/18 Budget Blinds	514.90			1000	123	411700	211		101000
43	Fetterhoff 08/13/18 AICPA	945.00			1000	104	410540	380		101000
44	Fetterhoff 08/19/18 USPS Postage	100.00			1000	123	411700	310		101000
45	Fetterhoff 08/20/18 Dairy Queen	20.97			1000	123	411700	211		101000
46	Fetterhoff 08/23/18 Allegiant Air	159.00			1000	104	410540	370		101000
47	Fetterhoff 08/24/18 USPS Postage	187.60			1000	123	411700	211		101000
48	Fetterhoff 08/30/18 Shopko	35.17			1000	123	411700	211		101000
49	Kardoes 08/03/18 RX Coffee	16.10			1000	103	410400	370		101000
50	Whitman 08/14/18 Amazon	174.91			5410	504	430870	213		101000
51	Tarr 08/02/18 Target	4.99			1000	109	460449	226		101000
52	Tarr 08/02/18 Target	44.97			1000	109	460449	226		101000
53	Tarr 08/11/18 Amazon	13.91			1000	109	460449	226		101000
54	Tarr 08/12/18 Paypal	60.00			1000	109	460449	333		101000
55	Tarr 08/14/18 Amazon	35.29			1000	109	460449	226		101000
56	Tarr 08/16/18 Ace Hardware	19.99			1000	109	460449	226		101000
57	Tarr 08/16/18 Town & Country	32.78			1000	109	460449	226		101000
58	Tarr 08/28/18 Amazon	9.89			1000	109	460449	226		101000
59	Tarr 08/31/18 Getsling.com	26.25			1000	109	460445	220		101000
60	Tarr 09/02/18 Facebook	43.44			1000	109	460449	336		101000
61	Schneider 08/05/18 Drinking Fountian	37.60			1000	155	460430	231		101000
62	Schneider 08/26/18 Gopher Bombs	1,000.00			1000	155	460430	231		101000
63	Schneider 08/26/18 Gopher Bombs	359.75			1000	155	430930	361		101000
64	MacInnes 08/08/18 Cleaning Supplies	13.46			1000	141	420400	220		101000
65	MacInnes 08/09/18 Cable Ties	9.99			1000	141	420400	220		101000
66	MacInnes 08/10/18 Training Center Supplies	86.29			1000	141	420400	220		101000
67	MacInnes 08/12/18 Miter Saw	349.00			1000	141	420400	230		101000
68	MacInnes 08/12/18 Batteries	59.96			1000	141	420400	220		101000

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
69	MacInnes	08/12/18	Training Center		54.81		1000 141 420400	370	101000
70	MacInnes	08/12/18	Training Center Supplies		50.00		1000 141 420400	370	101000
71	MacInnes	08/15/18	Critical Care Course		1,075.00		5510 142 420730	380	101000
72	MacInnes	08/15/18	Critical Care Course		-50.00		5510 142 420730	380	101000
73	MacInnes	08/16/18	Building Supplies		11.99		1000 141 420400	220	101000
74	MacInnes	08/16/18	Station Supplies		15.98		5510 142 420730	220	101000
75	MacInnes	08/17/18	MSFCA		150.00		1000 141 420400	334	101000
76	MacInnes	08/28/18	Medwrite		2,769.33		5510 142 420730	350	101000
77	MacInnes	09/02/18	Firefighting Foam		266.00		1000 141 420400	220	101000
78	Harrington	08/02/18	Square		29.14		1000 141 420400	370	101000
79	Harrington	08/03/18	Estrellita's Market		57.88		1000 141 420400	370	101000
80	Harrington	08/03/18	Stevo's		50.88		1000 141 420400	370	101000
81	Harrington	08/03/18	Perkins		42.04		1000 141 420400	370	101000
82	Harrington	08/05/18	A-1 Towing		507.47		1000 141 420400	360	101000
83	Harrington	08/05/18	El Caporal		48.24		1000 141 420400	370	101000
84	Harrington	08/05/18	Panda Express		26.82		1000 141 420400	370	101000
85	Harrington	08/06/18	Papa Kelsey's Pizza		24.24		1000 141 420400	370	101000
86	Harrington	08/06/18	El Caporal		17.82		1000 141 420400	370	101000
87	Harrington	08/06/18	BJ's 19th Hole		34.09		1000 141 420400	370	101000
88	Harrington	08/06/18	Super 8 Heyburn		252.70		1000 141 420400	370	101000
89	Harrington	08/07/18	Best Western Burley		186.00		1000 141 420400	370	101000
90	Harrington	08/07/18	Perkins		41.74		1000 141 420400	370	101000
91	Harrington	08/07/18	Panda Express		26.34		1000 141 420400	370	101000
92	Harrington	08/08/18	Stevo's		44.21		1000 141 420400	370	101000
93	Harrington	08/09/18	Subway		8.87		1000 141 420400	370	101000
94	Harrington	08/09/18	Burger King		16.24		1000 141 420400	370	101000
95	Harrington	08/09/18	Best Western Burley		186.00		1000 141 420400	370	101000
96	Harrington	08/14/18	45th Paralell		419.00		5510 142 420730	380	101000
97	Harrington	08/15/18	Fleet Pride		51.88*		1000 141 420400	232	101000
98	Harrington	08/16/18	Les Schwab Tires		3,152.39*		1000 141 420400	232	101000
99	Harrington	08/19/18	Taco Bell		23.64		1000 141 420400	370	101000
100	Harrington	08/19/18	Red Lion		125.03		1000 141 420400	370	101000
101	Harrington	08/19/18	Red Lion		107.11		1000 141 420400	370	101000
102	Harrington	08/20/18	Subway		22.63		1000 141 420400	370	101000
103	Harrington	08/23/18	Red Lion		39.04		1000 141 420400	370	101000
104	Harrington	08/23/18	Red Lion		10.83		1000 141 420400	370	101000
105	Harrington	08/23/18	Red Lion		13.62		1000 141 420400	370	101000
106	Harrington	08/29/18	Amazon		64.46		5510 142 420730	220	101000
107	Harrington	08/31/18	Murdochs		233.87		1000 141 420400	220	101000

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36757	87233S	162 CENTURYLINK		492.83					
1	4714	09/04/18 Finance Fax		68.20			1000 122 411300	343	101000
2	5570	09/04/18 Public Utilities		50.47			5310 503 430640	343	101000
3	6436	09/04/18 Park Dept.		104.57*			1000 155 430950	343	101000
4	5240	09/04/18 Scale House		92.00			5410 504 430870	346	101000
5	3850	09/04/18 Sewer Plant		177.59			5310 503 430640	343	101000
36758	87231S	1747 CANON FINANCIAL SERVICES, INC		94.56					
1	19235738	09/24/18 Canon lease		94.56			1000 109 460449	368	101000
36759	87239S	3644 FORT HARRISON BILLETING		355.00					
1	410	04/02/18 Lodging - Emanuel/Labaty		355.00			1000 131 420100	370	101000
36760	87274S	2595 TOWN & COUNTRY FOODS -		9.92					
1	TK20180465	09/17/18 Restitution - L. Hatfield		9.92			1000 351030		101000
36761	87256S	999999 MISKA, DIANE		40.00					
1	CR2016-002	09/18/18 Restitution - J. Munro		20.00			1000 351030		101000
2	CR2016-001	09/18/18 Restitution - D. Munro		20.00			1000 351030		101000
36762	87261S	151 NORTHWESTERN ENERGY		260.65					
1	3120133	09/11/18 110 South B St		144.14			1000 121 411230	341	101000
2	3120134	09/11/18 112 South B St		116.51			1000 121 411230	341	101000
36763	87263S	16 PARISI WESTERN PLUMBING &		34.00					
1	48053	08/07/18 Materials		34.00			5210 502 430515	231	101000
36764	87229S	3450 ARROW INTERNATIONAL, INC		612.50					
1	9500528865	09/12/18 Patient Supplies		612.50			5510 142 420730	235	101000
36765	87234S	3491 COFFMAN'S PEAK ELECTRIC, LLC		207.30					
1	1360	09/16/18 G St. Park Lights		207.30			2400 420100	361	101000
36766	87235S	3733 CORE & MAIN LP		232.59					
1	J491119	09/13/18 Restraint Coupling		232.59			5210 502 430515	237	101000
36767	87242S	54 GATEWAY OFFICE SUPPLY		17.51					
1	42108	09/19/18 UPS		16.69			5210 502 430515	355	101000
2	42082	09/17/18 UPS		17.51			5210 502 430515	355	101000
3	41788	08/20/18 Credit		-16.69			5210 502 430515	355	101000

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36768	87249S	776 KENYON NOBLE		37.21					
1	6759803	09/19/18 Rigid Foam		37.21			5210 502 430515	231	101000
36769	87271S	1439 STAFFORD ANIMAL SHELTER		1,896.25					
1	August2018	09/07/18 Boarding, Vacc & Euth		1,896.25			1000 154 440640	350	101000
36770	87273S	3353 STORY DISTRIBUTING		1,092.00					
1	82017	09/18/18 Diesel 400g		1,072.00*			1000 123 411700	236	101000
2	82017	09/18/18 Additive 25 oz		20.00*			1000 123 411700	236	101000
36771	87270S	1718 SOLID WASTE SYSTEMS, INC.		449.84					
1	0108132	09/18/18 Cable		449.84			5410 504 430830	232	101000
36772	87268S	999999 R & B BUILDERS		101.93					
1	4747-01	09/02/18 Overpayment on Account		101.93			5210 343021		101000
36773	87236S	3596 DENTON, KRISTINE		213.86					
1	18-19	09/13/18 Lodging - Fall Conference		213.86			1000 102 410360	370	101000
36774	87232S	23 CARQUEST AUTO PARTS		63.45					
1	1912422103	09/17/18 Supplies		47.82			2500 151 430240	231	101000
2	1912422491	09/20/18 Parts		15.63			1000 131 420100	231	101000
36775	87260S	669 MPH INDUSTRIES, INC		2,030.00					
1	6005527	09/04/18 Radar Unit		2,030.00*			1000 131 420100	900	101000
36776	87244S	1920 HORIZON AUTO PARTS		131.76					
1	833941	09/19/18 Battery		131.76			1000 131 420100	231	101000
36777	87272S	3829 STATE PRINT & MAIL		720.45					
1	I71557	09/17/18 Envelopes		240.65			1000 123 411700	211	101000
2	I71558	09/17/18 Envelopes		255.22			1000 123 411700	211	101000
3	I71556	09/17/18 Envelopes		224.58			1000 123 411700	211	101000
36778	87255S	55 LIVINGSTON HEALTHCARE		50.00					
1	2018	09/19/18 Fall Health Festival		50.00			1000 109 460449	333	101000
36779	87252S	26 LIVINGSTON ACE HARDWARE -		8.00					
1	D57839	09/18/18 Chain Saw Sharpening		8.00			1000 141 420400	360	101000

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* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
36780	87230S	2662 BOUND TREE MEDICAL, LLC		253.42					
1	82985194	09/18/18 Patient Supplies		253.42			5510 142 420730	235	101000
36781	87255S	55 LIVINGSTON HEALTHCARE		88.33					
1	3819716	09/10/18 Patient Supplies		88.33			5510 142 420730	235	101000
36782	87243S	1845 GENERAL DISTRIBUTING COMPANY		335.17					
1	659509	07/09/18 Oxygen		335.17			5510 142 420730	235	101000
36783	87228S	402 ALPINE ELECTRONICS RADIO SHACK		49.99					
1	10250634	09/12/18 Battery Backup		49.99			1000 141 420400	220	101000
36784	87230S	2662 BOUND TREE MEDICAL, LLC		302.54					
1	82978510	09/11/18 Patient Supplies		302.54			5510 142 420730	235	101000
36785	87255S	55 LIVINGSTON HEALTHCARE		208.53					
1	17148	09/10/18 Patient Supplies		208.53			5510 142 420730	235	101000
36786	87245S	250 INSTY-PRINTS		199.80					
1	27376	09/07/18 Captains Business Cards		99.90			1000 141 420400	210	101000
2	27376	09/07/18 Captains Business Cards		99.90			5510 142 420730	210	101000
36787	87230S	2662 BOUND TREE MEDICAL, LLC		325.65					
1	82973996	09/06/18 Patient Supplies		325.65			5510 142 420730	235	101000
36788	87252S	26 LIVINGSTON ACE HARDWARE -		24.98					
1	D51791	09/07/18 Pulley		24.98			1000 141 420400	380	101000
36789	87248S	1390 KEN'S EQUIPMENT REPAIR, INC		1,406.00					
1	51570	07/25/18 M4 Repair		375.00			5510 142 420730	232	101000
2	51582	07/30/18 M3 Repair		1,031.00			5510 142 420730	232	101000
36790	87259S	34 MOUNTAIN AIR SPORTS		20.00					
1	9120	08/23/18 Dept. Shirt		20.00			1000 141 420400	312	101000
36791	87249S	776 KENYON NOBLE		131.94					
1	6726200	08/30/18 Training Center		131.94			1000 141 420400	220	101000
36792	87258S	2346 MONTANA DEPT OF ENVIRONMENTAL		7,328.00					
1	5I1900584	09/09/18 Comm. Connection fee		7,328.00			5210 502 430515	540	101000

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
36793	87237S	424 ENERGY LABORATORIES, INC.		282.00					
1	183580	09/14/18 Analysis parameter		282.00			5310 503 430640	355	101000
36794	87238S	2904 FISHER SAND AND GRAVEL		4,251.49					
1	72663	08/31/18 Road Gravel		2,294.78			2820 210 430240	451 1901	101000
2	73279	09/08/18 Road Gravel		1,956.71			2820 210 430240	451 1901	101000
36795	87240S	2919 FOUR CORNERS RECYCLING, LLC		2,480.70					
1	1489	08/28/18 Plastic		264.60			5410 504 430840	388	101000
2	1489	08/28/18 Decommission Fees		725.00			5410 504 430840	388	101000
4	1489	08/28/18 Pull Fees		2,450.00			5410 504 430840	388	101000
5	1489CM	08/28/18 Credit		-958.90			5410 504 430840	388	101000
36796	87247S	15 JOHN DEERE FINANCIAL		39.55					
1	586564	09/18/18 Sheave		39.55			5310 503 430640	231	101000
36797	87241S	3219 GALLATIN SCALES INC		41,400.00					
1	4936	09/08/18 Truck Scales		41,400.00*			5410 504 430835	940	101000
36798	87242S	54 GATEWAY OFFICE SUPPLY		18.60					
1	42038	09/12/18 Pens		18.60			5310 503 430640	231	101000
36799	87250S	2863 KIMBALL MIDWEST		634.52					
1	6602711	09/12/18 Padlocks/Drill Bits		634.52			2500 151 430240	231	101000
36800	87251S	2830 LEHRKIND'S COCA-COLA		42.45					
1	1567304	09/13/18 Water		42.45			5310 503 430640	225	101000
36801	87252S	26 LIVINGSTON ACE HARDWARE -		102.88					
1	355467	09/14/18 Anti-freeze		102.88			5410 504 430830	231	101000
36802	87254S	468 LIVINGSTON FIRE SERVICE, INC		151.00					
1	14793	08/21/18 Annual extinguisher maint.		151.00			5310 503 430640	255	101000
36803	87257S	10 MOBILE REPAIR & WELDING, INC		40.00					
1	29539	08/23/18 Auger Repair		40.00			5310 503 430640	361	101000
36804	87242S	54 GATEWAY OFFICE SUPPLY		65.36					
1	42091	09/17/18 Chair Mat		65.36			1000 123 411700	211	101000

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36805	87253S	3407 LIVINGSTON DAYCARE, LLC		2,700.00					
1	10/18-12/1	10/01/18 Parking Lot Lease 10/18-12		2,700.00			1000 121 411230	532	101000
36806	87262S	3519 OPPORTUNITY BANK OF MONTANA		1,775.00					
1	2018-10	10/01/18 Business Office Rent -October		1,775.00			1000 121 411230	530	101000
36807	87244S	1920 HORIZON AUTO PARTS		139.11					
1	823747	05/22/18 Valve		12.97			5310 503 430640	231	101000
2	823429	05/18/18 Battery		126.14			5310 503 430640	231	101000
36808	87246S	3387 J & H, Inc.		1,188.00					
1	540193	09/12/18 Dispatch Canon - Annual Maint.		1,188.00			2300 132 420160	368	101000
36809	87248S	1390 KEN'S EQUIPMENT REPAIR, INC		2,312.30					
1	51200	06/06/18 IT28B		1,301.20			2500 151 430240	362	101000
2	51261	06/13/18 Bomag		824.60			2500 151 430240	362	101000
3	51286	06/18/18 532		6.50			2500 151 430240	362	101000
4	51409	07/03/18 G2		180.00			5410 504 430830	362	101000
36810	87266S	2156 PARK COUNTY TREASURER/M.L.E.A.		430.00					
1	August18	08/31/18 August 2018 Collections		430.00			1000 351036		101000
36811	87267S	1544 PARK COUNTY VICTIM WITNESS		710.40					
1	August18	08/31/18 August 2018 Collections		710.40			1000 351036		101000
36812	87265S	1702 PARK COUNTY TREAS/HB 176		330.00					
1	August18	08/31/18 August 2018 Collections		330.00			1000 351036		101000
36813	87269S	999999 ROOPE, KYRA NAOMI		49.00					
1	TK20180364	09/17/18 Refund - Overpayment		49.00			1000 351036		101000
36814	87264S	272 PARK COUNTY		28,200.08					
1	1100	09/20/18 Allstream		79.54			1000 122 411300	343	101000
2	1100	09/20/18 Allstream		34.81*			1000 131 420100	343	101000
3	1100	09/20/18 Allstream		22.36			1000 141 420400	343	101000
4	1100	09/20/18 Allstream		22.37*			5510 142 420730	343	101000
5	1100	09/20/18 Allstream		4.97			1000 106 411030	343	101000
6	1100	09/20/18 Allstream		4.97			1000 143 420403	343	101000
7	1100	09/20/18 Allstream		9.96			2500 151 430220	343	101000
8	1100	09/20/18 Allstream		2.41			5310 503 430620	343	101000
9	1100	09/20/18 Allstream		7.57			5410 504 430820	343	101000
10	1100	09/20/18 IT Cost Allocation		368.88			1000 101 410130	368	101000
11	1100	09/20/18 IT Cost Allocation		147.55			1000 103 410400	368	101000
12	1100	09/20/18 IT Cost Allocation		73.77			1000 104 410540	368	101000

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
13	1100	09/20/18	IT Cost Allocation		73.77		1000 104 410550	368	101000
14	1100	09/20/18	IT Cost Allocation		84.84		1000 106 411030	368	101000
15	1100	09/20/18	IT Cost Allocation		147.55		1000 107 411100	368	101000
16	1100	09/20/18	IT Cost Allocation		73.77		1000 109 410450	368	101000
17	1100	09/20/18	IT Cost Allocation		1,180.42		1000 131 420100	368	101000
18	1100	09/20/18	IT Cost Allocation		442.66		1000 141 420400	368	101000
19	1100	09/20/18	IT Cost Allocation		62.71		1000 143 420403	368	101000
20	1100	09/20/18	IT Cost Allocation		73.78		1000 154 440640	368	101000
21	1100	09/20/18	IT Cost Allocation		38.36		1000 155 430100	368	101000
22	1100	09/20/18	IT Cost Allocation		221.33		1000 155 430950	368	101000
23	1100	09/20/18	IT Cost Allocation		590.21		2300 132 420160	368	101000
24	1100	09/20/18	IT Cost Allocation		38.36		2500 151 430210	368	101000
25	1100	09/20/18	IT Cost Allocation		221.33		2500 151 430240	368	101000
26	1100	09/20/18	IT Cost Allocation		44.27		5210 502 430510	368	101000
27	1100	09/20/18	IT Cost Allocation		110.66		5210 502 430515	368	101000
28	1100	09/20/18	IT Cost Allocation		73.78		5210 502 430570	368	101000
29	1100	09/20/18	IT Cost Allocation		56.07		5310 503 430610	368	101000
30	1100	09/20/18	IT Cost Allocation		36.89		5310 503 430625	368	101000
31	1100	09/20/18	IT Cost Allocation		295.10		5310 503 430640	368	101000
32	1100	09/20/18	IT Cost Allocation		73.78		5310 503 430670	368	101000
33	1100	09/20/18	IT Cost Allocation		44.27*		5410 504 430620	368	101000
34	1100	09/20/18	IT Cost Allocation		147.55		5410 504 430830	368	101000
35	1100	09/20/18	IT Cost Allocation		147.55		5410 504 430870	368	101000
36	1100	09/20/18	IT Cost Allocation		442.66*		5510 142 420730	368	101000
37	1100	09/20/18	Johnston Electric		389.24		1000 121 411230	360	101000
38	1100	09/20/18	Centurylink		6.77		1000 122 411300	343	101000
39	1100	09/20/18	Johnston Electric		127.65		1000 121 411230	360	101000
40	1100	09/20/18	Livingston Ace hardware		9.77		1000 121 411230	360	101000
41	1100	09/20/18	Livingston Ace hardware		36.76		1000 122 411300	343	101000
42	1100	09/20/18	MT Dept of Labor		88.80		1000 122 411300	343	101000
43	1100	09/20/18	Smartcop		18,613.00		1000 131 420100	368	101000
44	1100	09/20/18	Northwestern Energy		2,275.93		1000 121 411230	341	101000
45	1100	09/20/18	Security Solutions		35.52		1000 121 411230	365	101000
46	1100	09/20/18	House of Clean		54.51		1000 121 411230	231	101000
47	1100	09/20/18	House of Clean		16.25		1000 121 411230	231	101000
48	1100	09/20/18	House of Clean		69.32		1000 121 411230	231	101000
49	1100	09/20/18	House of Clean		37.88		1000 121 411230	231	101000
50	1100	09/20/18	Johnston Electric		99.90		1000 121 411230	360	101000
51	1100	09/20/18	Johnston Electric		27.75		1000 121 411230	360	101000
52	1100	09/20/18	Artistic Landscaping		88.80		1000 121 411230	360	101000
53	1100	09/20/18	Weed Masters		81.40		1000 121 411230	360	101000
54	1100	09/20/18	Carquest		12.28		1000 155 460430	231	101000
55	1100	09/20/18	Verizon		406.39		1000 131 420100	347	101000
56	1100	09/20/18	IT Cost Allocation		221.33		1000 109 460449	368	101000

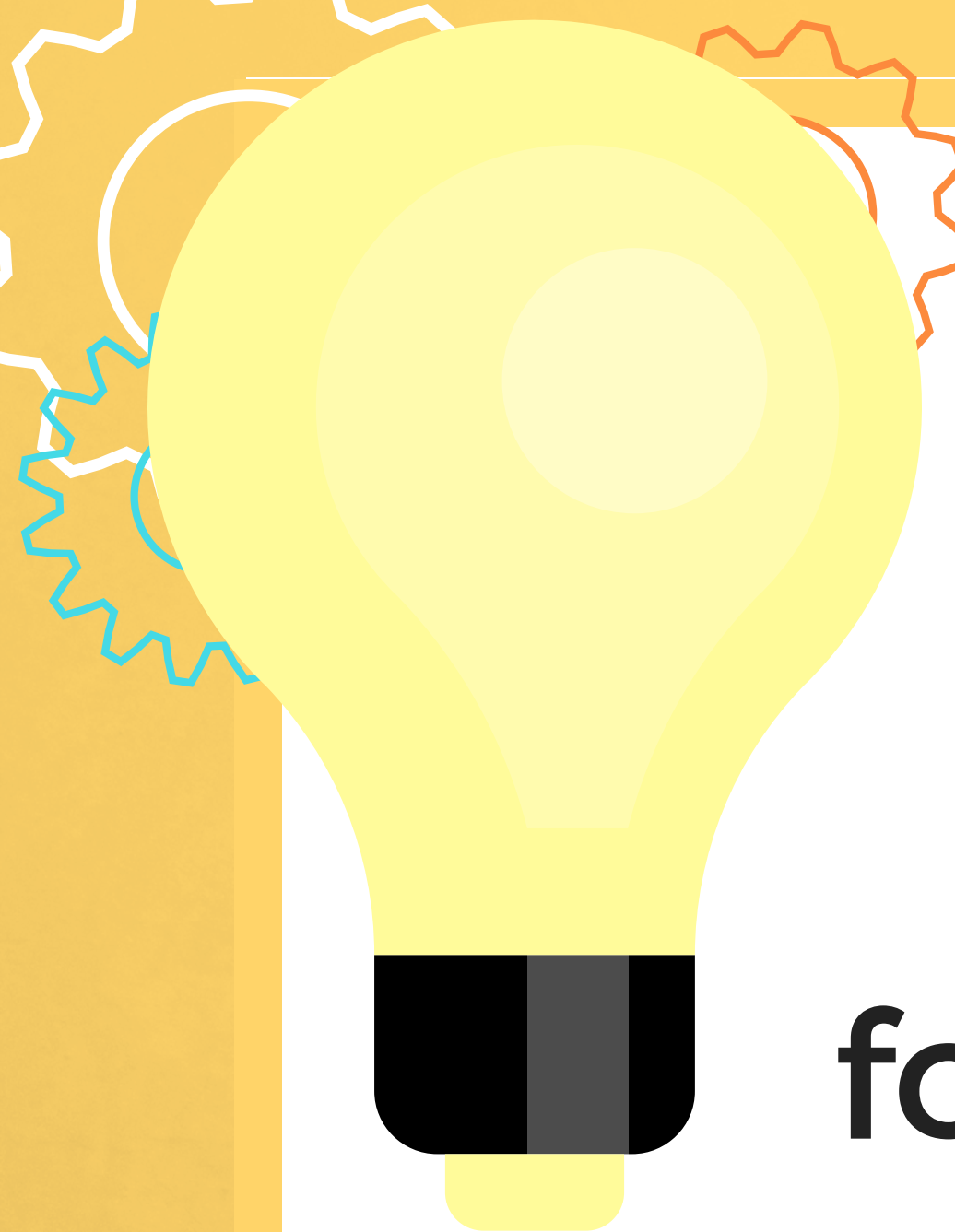
of Claims 104 Total: 861,938.40

Backup material for agenda item:

C. CONSENT - Judge's Monthly Report August 2018

Backup material for agenda item:

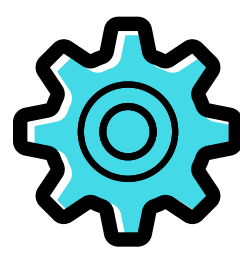
- A. PUBLIC COMMENT: MARGY EK WILL DISCUSS THE 2018 LIGHTS ON AFTERSCHOOL EVENT FOR THE LINKS FOR LEARNING PROGRAM.**

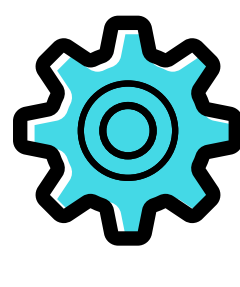


Keep the Lights On After School for Park County youth!

THURS
OCTOBER
25 : 5:00-6:30 PM
.....
East Side
School Gym
401 View Vista Dr. Livingston

Join LINKS for a free open house!

 Fun Science, Technology, Engineering & Math (STEM) games & activities for all ages!

 Free food and refreshments and fun door prizes!!

 Learn how to program a robot!

 Support after school for all youth!



LINKS for Learning
406 223-5288
www.livingston.k12.mt.us/links

Backup material for agenda item:

- A. Keeping the Lights on for Park County youth!**



Proclamation

Keeping the Lights on After School

WHEREAS, the **City of Livingston** stands firmly committed to quality afterschool programs and opportunities because they:

- Provide safe, challenging, and engaging learning experiences that help children develop social, emotional, physical and academic skills.
- Support working families by ensuring their children are safe and productive after the regular school day ends.
- Build stronger communities by involving students, parents, business leaders and adult volunteers in the lives of young people, thereby promoting positive relationships among youth, families and adults.

WHEREAS, **LINKS for Learning** has provided significant leadership in the area of community involvement in the education and well-being of our youth, grounded in the principle that quality afterschool programs are key to helping our children become successful adults.

WHEREAS, *Lights On Afterschool*, the national celebration of afterschool programs held this year on **October 25, 2018**, promotes the importance of quality afterschool programs in the lives of children, families and communities.

WHEREAS, more than 28 million children in the U.S. have parents who work outside the home, and 15.1 million children have no place to go after school.

WHEREAS, many afterschool programs across the country are facing funding shortfalls so severe that they are being forced to close their doors and turn off their lights.

THEREFORE BE IT RESOLVED that the **City of Livingston** urges the citizens of **Livingston** to ensure that every child has access to a safe, engaging place where the lights are on after school.

NOW, THEREFORE, **I, Dorel Hoglund, Chairperson of Livingston City Commission** do hereby proclaim October 25, 2018 to be "*Lights On Afterschool Day*"; and am committed to innovative afterschool programs and activities that ensure that the lights stay on and the doors stay open for all children after school.

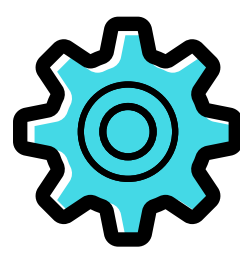
Dorel Hoglund, Chairperson Livingston City Commission

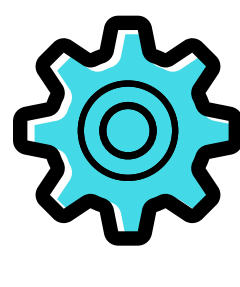


Keep the Lights On After School for Park County youth!

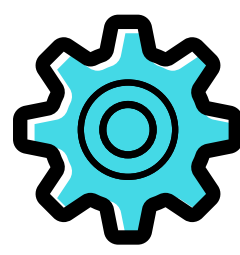
THURS
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406 223-5288
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Backup material for agenda item:

- A. RESOLUTION NO. 4825- A RESOLUTION OF THE CITY COMMISSON OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR FISCAL YEAR 2017-2018, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$13,285.**

RESOLUTION NO. 4825

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR FISCAL YEAR 2017-2018, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$13,285.

WHEREAS, by Resolution No. 4813 the City of Livingston adopted its budget for Fiscal Year 2017-2018 (FY 17-18); and

WHEREAS, Mont. Code Ann. §§ 7-6-4006(4), 7-6-4031(2) and 7-6-4006(3) provide that the budget may be amended by conducting a public hearing thereon; and

WHEREAS, any proposed budget amendment which provide for additional appropriations must identify the fund reserves, unanticipated revenue or previously unbudgeted revenue that will fund the appropriations; and

WHEREAS, the budget for FY 17-18 requires a budget amendment by making appropriation adjustments in the amount of \$13,285.

NOW, THEREFORE, be it resolved by the City Commission of the City of Livingston, Montana, that the budget for Fiscal year 2017-2018 is amended as follows:

Appropriation Adjustments

Fund	Description/ Purpose	Account	Amount	Fund Reserves	Unanticipated Revenues	Unbudgeted Revenues
LFD/PCRFD Training Center	Transfer to close fund	2250.141.521000.821	285	X		
Fire Truck Bond Proceeds	Fire engine tools & turnout gear	4100.141.520460.220	13,000	X		
TOTAL			\$13,285			

Dated this 18th day of September, 2018.

DOREL HOGLUND - Chairperson

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
City Attorney

Resolution No. 4825
Amending the budget for Fiscal Year 2017-2018 by making appropriation adjustments in the amount of \$13,285.

Backup material for agenda item:

- A. RESOLUTION NO. 4826- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE BARDANING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) LOCAL NO. 630, FOR THE TIME PERIOD OF JULY 1, 2018 - JUNE 30, 2020.**

RESOLUTION NO. 4826

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) LOCAL # 630, FOR PERIOD OF 7/1/2018-6/30/2020.

WHEREAS; the City of Livingston and IAFF Local #630 previously entered into a collective bargaining agreement via Resolution No. 4699; and

WHEREAS; the collective bargaining agreement approved via Resolution No. 4699 was to be in full force and effect through June 30, 2018, and thereafter the parties were to engage in collective bargaining on a new Collective Bargaining Agreement; and

WHEREAS; the parties have mutually negotiated a new Collective Bargaining Agreement for the period of July 1, 2018 through June 30, 2020, which is attached hereto and incorporated as Exhibit A; and

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

WHEREAS;

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

The Collective Bargaining Agreement between the City and IAFF Local # 630 is hereby approved and the City Manager is hereby authorized to sign said agreement on behalf of the City of Livingston, Montana, which agreement is attached here to as Exhibit A.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this ____ day of September, 2018.

DOREL HOGLUND - Chair

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
City Attorney



Collective Bargaining Agreement

by and between

City of Livingston and IAFF Local 630

July 1, 2018 through June 30, 2020

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LABOR AGREEMENT

This agreement is entered into by and between: the CITY OF LIVINGSTON, Livingston, Montana, hereinafter referred to as the EMPLOYER; and LOCAL # 630, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the UNION.

It is the purpose of this Agreement to provide a framework for the City of Livingston and IAFF Local 630 for the provision of exceptional Fire Fighting and EMS service to citizens of Livingston, MT and Park County. Additionally, this Agreement strives to provide equitable compensation to the members of the Union and provide a simple, effective framework for the City to administer services. Lastly, this Agreement will facilitate harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences which may arise.

ARTICLE 1 – RECOGNITION

Section 1.1- Recognition -The Employer recognizes the Union as the exclusive agent for employees of the Livingston Fire & Rescue Department, excluding the following classifications:

- *Fire Chief
- *All Reserve members

Section 1.2 – Shift Qualified Reserve – A Shift qualified reserve shall be defined as a member of the reserves who has achieved the certification of Firefighter I & EMT.

Section 1.3 – Ambulance Qualified Reserve – An ambulance qualified reserve shall be defined as an individual with an EMT certification.

ARTICLE 2 – UNION SECURITY

Section 2.1 – Agency Shop – Any present or future employee who is not a member of the Union shall, as a condition of employment, pay the Union a monthly service charge as a contribution toward the administration of this agreement.

Section 2.2 – Maintenance of Membership – Each employee who, on the effective date of this agreement is a member of the Union, and each employee who becomes a member after the date, shall, as a condition of employment, maintain their membership in the Union.

Section 2.3 – Union Dues – Union dues and/or service charge, as certified by the Secretary-Treasurer of the Union, will be withheld from each employee’s pay by the City upon written authorization of the employee, and at the end of each month the withholdings will be forwarded to the Secretary-Treasurer of the Union.

Section 2.4 – Discrimination – The Employer agrees not to discriminate against an employee for his/her activity in behalf of, or membership in, the Union. The Employer and Union agree that there be no discrimination against any employee because of race, creed, color, religion, national origin, age, marital status, or sex.

ARTICLE 3 – PREVAILING RIGHTS

Section 3.1 – Prevailing Rights – All rights and privileges held by the employee at the present time which have not been included in any manner in this Agreement shall remain in force, unchanged and unaffected. These rights are defined as any working condition or use of the work facilities that is not covered in the collective bargaining agreement, but that is followed by both parties (or followed by one party and not challenged by the other) over a period of time.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 4.1 – Management Rights – Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights:

- A. To reprimand, suspend, discharge, or otherwise discipline employees, for cause;
- B. To hire employees, determine their qualifications, and assign and direct their work;
- C. To promote, demote, transfer, lay-off, recall to work, and rehire employees;
- D. To set the standards of productivity, and/or the services to be rendered;
- E. To maintain the efficiency of operations;
- F. To determine the personnel, methods, means, organizational structure, job classifications, and facilities by which operations are conducted;
- G. To control and regulate the use of machinery, tools, equipment, and all other property of the Employer;
- H. To determine the number, location and operation of departments, divisions, and all other units of the Employer;
- I. To issue, amend and revise policies, rules, regulations, and practices;
- J. To take whatever action may be necessary to carry out the missions of the agency in situations of emergency;

Failure of the Employer to exercise any right, prerogative, or function in a particular way, shall not be deemed a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of the Agreement. The above enumerated management rights are understood to be exclusive rights of management. These rights shall not abrogate the terms of this Agreement.

ARTICLE 5 – POLICY & PROCEDURES

Section 5.1 – Policies and Procedures – Any policy contained with the City of Livingston Personnel Policy Manual, effective before July 01, 2016 and not contrary to any item covered by this Agreement shall be controlling in the absence of any other written agreements between the Employer and the Union

Section 5.2 – Policies Affecting Working Conditions – The Employer agrees that any subsequent policy or procedure changes which affect working conditions and performance shall be subject to the grievance procedure. If such policies or procedures propose to change working conditions, such changes will be collectively bargained by both parties.

Section 5.3 – Use of Fire Station – Fire and Rescue employees may use the fire station for minor maintenance (drivable on 10 minutes' notice) and washing of their personal vehicles and equipment, after 1800 hours during the weekday and after 1200 hours on weekend days with permission of the Officer in Charge. Such work shall stop at 2200 hours. The Officer giving permission for such use should take into consideration outside weather conditions, so that Fire Department equipment is not left outside with the engine running during inclement weather while work is being done on personal vehicles and equipment. Employees shall not use consumable department supplies (oil, soap, etc.) for the purpose of the activities permitted above. The Officer in Charge, or the Chief, may limit or prohibit personal use of the fire station at any time.

Employees shall provide the Employer with a copy of their vehicle insurance policies.

ARTICLE 6 – WAGES, HOURS, HOLIDAYS

Section 6.1 – Wages, Time Keeping and Payperiod – See Appendix 'A' for wages. All time keeping shall be in 30 minute increments. Payperiod is defined as all compensated hours between the first through the fifteenth of the month and the sixteenth through the last day of the month. Shift Captains are responsible to review all timekeeping records for their shift prior to leaving the station at the end of each shift. Standards for rounding are as follows: 0-14 minutes do not round up, 15-44 minutes' rounds to .5 of the hour, 45-59 minutes' rounds to the next full hour.

Section 6.1.1 – Health insurance premium contribution, as related to retirement calculation – The City's contribution toward employee health insurance will be added to the employee's gross pay for purposes of computing retirement compensation. As part of this collective bargaining agreement, employees are required to authorize a payroll deduction from the employee's gross pay equal to the City's contribution toward employee's health insurance. This deduction from the employee's gross pay will be paid to provide health insurance benefits for employees.

The purpose of including the City's contribution toward employee's health insurance in the employee's gross pay is solely for the purpose of augmenting the employee's eventual retirement benefit. The purpose of including the City's health insurance contribution in the employee's gross pay is not to result in additional net income to the employee. It is hereby acknowledged that both employee and employer retirement contributions will be required on this additional gross income – causing a decrease to the net income of the employee. The City's additional expenses due to rolling health insurance into the base pay for purposes of retirement computation shall be recognized as part of the base for wage parity comparison purposes with other jurisdictions. It is also acknowledged that the inclusion of the City's health insurance contribution in the employee's gross pay does not by its nature affect overtime compensation, future pay increases, or other similar benefits. In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the City's health insurance contribution in the employee's gross pay affects overtime compensation then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay, or benefit, to carry out this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

Section 6.2 – Overtime Pay – Overtime is defined as hours worked in excess of 121 hours in the defined 16 day work period. Overtime [except for the non-shift workers positions, see Section 6.2.1 will be compensated at 1 ½ times the regular hourly rate for all hours worked in excess of 121 hours in the defined 16 day work period, as set forth in Section 7 (K) of the Fair Labor Standards Act. Sick leave, scheduled vacation, and bereavement leave shall accrue towards the 121 hours. There shall be no pyramiding of overtime or premium rates.

Premium hours in excess of 121 hours in a 16 day period shall not be added to the hours worked. Premium hours less than 121 hours in a 16 day period shall be counted as hours worked until hours worked exceed the 121 hour limit.

Non-Emergency call backs below and above 121 hours in a 16 day period are compensated at a premium rate with the exception of call backs on a holiday which is compensated at the rate of double time.. Compensation for emergency call backs is calculated as set forth in Section 6.3.1, with the exception for a call back on a holiday which is compensated at a rate of double time.

Section 6.2.1 – EMS Director and Operations Chief, Overtime- Since the EMS Director and Operations Chief work a standard forty-hour week, they will be paid overtime at the rate of 1 ½ times the regular hourly rate for all hours worked in excess of 40 hours within the work week.

Section 6.3 – Call Back – All employees covered by the terms of this Agreement who are called back to work while off-duty for an emergency situation will receive a minimum of one (1.0) hour call back pay and shall be compensated at a rate of 1 ½ times the regular hourly rate for up to the first one hour of call back status. Compensation for the initial call back will be considered compensation for all call backs within that hour. Additional time spent on call back status will be compensated at the appropriate regular hourly rate, overtime rate, or holiday rate. Call back on holidays will pay two times the regular hour rate for up to the first hour and will then be compensated at 1.5 times the regular rate.

Section 6.4 – Shift Coverage – An employee filling in for another’s leave shall be compensated at a rate of 1 ½ times the regular hourly rate of pay for two hours. Additional time spent on shift will be compensated at the appropriate regular hourly rate, overtime rate, or holiday rate.

Section 6.5 – Special Events – Employee’s providing coverage for special events will be compensated at a rate of 1 ½ times the regular hourly rate of pay for two hours. Additional time spent covering special events will be compensated at the appropriate regular hourly rate, overtime rate, or holiday rate.

Section 6.6 – Transfer Pay - Paramedics and Critical Care Paramedics will be compensated at the rate of 1 ½ times the regular rate for transfers. Paramedics and Critical Care Paramedics will receive the below incentive pay for participation in inter-facility transfers:

- Paramedics and Critical Care Paramedics shall receive \$100 per inter-facility transfer per participant.
- Critical Care Paramedics shall also receive \$175 for providing care in each critical care inter-facility transfer.
- Paramedics shall also receive \$87.50 for providing care during critical care inter-facility transfers.
- Flight team transfers within Park County in which patient care is not performed by LFR staff shall not qualify for the additional \$175 for Critical Care Paramedics or \$87.50 for Paramedics. Flight team transfers shall qualify for \$100 of incentive pay. Flight teams shall be staffed with

one Critical Care Paramedic or Paramedic, unless circumstances dictate for more personnel. If additional personnel are required, those personnel shall also qualify for \$100 of incentive pay.

- All inter-facility transfers shall qualify for incentive pay for off-duty personnel. On-duty personnel performing inter-facility transfers shall qualify for Critical Care incentive pay only for Critical Care Paramedics. Critical Care Paramedics performing inter-facility transfers while on-duty shall receive the \$175 incentive pay, but will not qualify for the \$100 participant incentive pay.
- On duty-personnel shall make a minimum of two attempts to page in off-duty personnel for non-emergent patient transfers. If no off-duty personnel are available, on-duty personnel may be sent at the discretion of the Captain/Watch Commander, and/or the Fire Chief, dependent on availability.
- In-town transfers shall not qualify for incentive pay.

Critical Care transfers shall be defined as any transfer which is billed at a Critical Care Rate.

Section 6.7 – Holidays – All members of the Fire Department shall receive thirteen paid holidays per year and any day declared a holiday by the City. Holidays are as follows:

New Years Day – January 1
 Martin Luther King, Jr.'s Birthday
 President's Day
 Good Friday
 Memorial Day
 Independence Day – July 4
 Labor Day
 Columbus Day – October 12
 General Election Day (even numbered yrs)
 Veteran's Day
 Thanksgiving Day
 Christmas Day

Section 6.8 – Holiday Pay -- Each member shall receive holiday pay every pay period based on the following formula: Base pay plus an individual's longevity and certification pay if any, multiplied by 24 pay periods, divided by 2080 hours, equals that individual's hourly rate, multiplied by 104 hours, divided by 24 pay periods, equals the holiday pay for one pay period to that employee (4.33 hours' equivalent each pay period). Union holidays begin at midnight (000 hours) and end at 23:59 hours. Employees who actually work on a holiday shall be compensated at a rate of 1 ½ times the regular hourly rate for hours worked during the time of the actual holiday.

Section 6.9 – Working out of Classification – Any member covered by this agreement who is required to accept the responsibility and carry out the duties of a position of rank above that which they normally hold, shall be paid at the rate for that position or rank while so acting.

Section 6.10 – Shift Exchanges – Employees shall have the right to exchange shifts when the change does not interfere with the best interest of the Fire Department and is approved by the Fire Chief, who may delegate his/her authority. The hours worked will be logged under the employee who originally was scheduled for the shift as if they were actually working the shift and the City is not required to compensate the employee who exchanged shifts with the originally scheduled employee. An employee who has

exchanged shifts cannot respond for Call Back or Transfers since they are viewed as already working that shift. Such an employee may respond to an All Page.

Section 6.11 – Overtime Scheduling – Overtime will be filled from a list of the members based on seniority, qualifications, and as equally distributed as the work schedule allows. Members will have the opportunity to refuse such overtime. If insufficient members are available to staff a shift, - If all full time employees on the overtime list are unavailable, the next member on the Shift Qualified Reserve list will be called. If all part time employees are unavailable for the shift, the Firefighter with the lowest hrs. coming off shift shall remain on-duty until the shift can be filled.

Section 6.12 – Certification Pay – Certification Pay is offered by the City to encourage employees to achieve higher levels of skills that allow to provider a higher quality service to the Citizens of Livingston. All Certifications must be kept current in order to be eligible for certification pay. Tracking and compliance of certification renewals for EMS is the expressed duty of the employee.

Section 6.13 – Shift Qualified Reserve - When a scheduled Shift Qualified Reserve is on a 12-hour shift, the Shift Qualified Reserve may be used as a fulltime firefighter for call back purposes. The Shift Qualified Reserve may also be used as a fill-in for 1 fulltime firefighter for up to 12 hrs per 24 hr shift.

Section 6.14 – Ambulance Qualified Reserve – When an Ambulance Qualified Reserve is on a 12-hour shift, the Ambulance Qualified Reserve may be used for EMS call back purposes.

Section 6.15 – Command Staff Coverage - The employer agrees to pay member(s) scheduled for command coverage \$4.00 per hour to maintain incident command presence as necessary. Member(s) may be utilized when 2 of 3 command staff are unavailable. Command staff is defined as either Fire Chief, Operations Chief or EMS Director. Employer recognizes that participation is voluntary. The Union agrees that while member(s) have responsibility for providing command, members shall avoid participating in inter facility transfers. Union members eligible shall be rank of Captain or above.

ARTICLE 7 – VACATIONS

Section 7.1 – Vacation Accumulation, Based on Service – Annual vacation leave is accumulated in accordance with MCA 2-18-617. Employees covered by this Agreement shall accrue vacation leave, based on service time, as follows:

	<u>40 hr/wk Employee</u>	<u>42 hr/wk Employee</u>
1 to 10 Years of Service	10 hr/mo	10.6 hr/mo.
11 to 15 Years of Service	12 hr/mo.	12.6 hr/mo.
16 to 20 Years of Service	14 hr/mo	14.7 hr/mo.
20 Years of Service and beyond	16 hr/mo.	16.7 hr/mo.

Local #630 of the IAFF and its membership agree that the Employer (City), by increasing vacation leave for employees that work under the 7(k) schedule, does not become obligated to retroactively increase vacation leave to the date the 7(k) schedule was established to the date of this Agreement; and, Local #630 of the IAFF and its membership agree to waive any and all claims for increased vacation leave from the date the 7(k) schedule was established to the date of this Agreement.

Section 7.2 – Vacation Leave Bidding – November 1st through December 31st, employees may bid for annual vacation leave. Vacation awards shall be made by seniority. Vacations should be scheduled to maintain a proper mix of personnel to meet department needs. After April 15th, vacation time shall be granted on a first come first serve basis. Where an employee has not scheduled his/her full vacation time during the bidding period, a one weeks’ notice of intent to use remaining time must be given, provided a conflict does not exist with another scheduled vacation.

Section 7.3 – Scheduling Vacation Vacancies – Shifts will be 24 or 12 hours, which will be filled from a list of members based on seniority, qualifications, and as equally distributed as the work schedule allows. Members scheduled to work vacation vacancies are responsible for the coverage of that shift.

Section 7.4 -- Maximum Annual Vacation Accumulation - The maximum annual leave amount accumulated is twice the number of days earned annually at the end of any calendar year. If the employee’s vacation leave exceeds the maximum amount the employee will have the following option;

1. The employee can request the amount of their use or lose time balance, in a cash payout. That amount may be all cash, hours deposited into Sick Time back or a split of those options.

The Employee will be notified by January 15 if he/she has exceeded the maximum amount as calculated above. The Employee will notify the City by January 31st in writing on which option they will choose. If the employee chooses option 1, they will receive a check for the amount requested by April 5th. If they choose option #2, the excessive amount will be rolled over into their sick leave by April 5th.

ARTICLE 8 - SICK & BEREAVEMENT LEAVE

Section 8.1 – Sick Leave Accumulation – Members shall earn sick leave for at the following rates based on scheduled work week:

	<u>40 hr/wk Employee</u>	<u>42 hr/wk Employee</u>
All Years of Service	8 hr/mo	8.5 hr/mo.

Local # 630 of the IAFF and its membership agree that the Employer (City), by increasing sick leave for employees that work under the 7(k) schedule, does not become obligated to retroactively increase sick leave to the date the 7(k) schedule was established to the date of this Agreement; and, Local #630 of the IAFF and its membership agree to waive any and all claims for increased sick leave from the date the 7(k) schedule was established to the date of this agreement.

Section 8.2 – Unused Sick Leave - Upon a members severance from the Fire Department, twenty five percent (25% of the accumulated leave will be paid.

Section 8.3 – Bereavement Leave - In the event of a death in the immediate family of an employee, as defined by city personnel policy, the employee shall be granted a minimum leave, as follows:

Members working a 24-72 hours’ shift shall receive one (1) working day for local services or services within 300 miles and two (2) working days, with full pay for services over 300 miles away.

Members working either 8 or 10 hour days, shall receive three (3) working days for local services or services within 300 miles and five (5) working days with full pay for services over 300 miles.

ARTICLE 9 - GROUP MEDICAL COVERAGE

Section 9.1 – Medical Insurance Benefit – Employer shall provide a Health Plan/Schedule C for each employee desiring such coverage for him/herself and his/her dependents, if any. Moreover, the employer’s monthly insurance contribution shall increase to \$835 monthly for the first year of the contract and will be eligible for a wage opener for the second year of the contract.

The City will pay the monthly contribution, toward the health insurance coverage. The employee shall decide plan selection, within the City’s provider. Additional funds, not used in premiums, will be deposited into a Flex or HSA account for full time employees and a pro-rated amount for part time employees subject to the following limitations:

1. If an employee is receiving enough insurance contribution from the City to pay at least the single rate, then that employee must be enrolled in the group plan.
2. If an employee accumulated less than enough contribution to cover the single insurance rate, then that employee shall have one of the following options:
 - a. Pay the difference to receive single health insurance coverage under the City of Livingston group; or,
 - b. Not receive group health insurance or any Flex Plan payment

Section 9.2 – Employee Responsibility for Additional Premiums – The employee shall pay for any additional premium amounts above the City's contribution. The City may change carriers providing substantially the same coverage, however any changes in coverage would be mutually agreed upon with the City and the Insurance Committee representing the interests of all City employees.

ARTICLE 10 - DESIGNATIONS, VACANCIES AND PROMOTIONS

Section 10.1 – Promotion - When a permanent vacancy occurs in any union position in the Fire Department, it shall be filled upon official severance of the departing member. The Livingston Fire and Rescue Department has the following promoted/appointed positions:

- Operations Chief
- EMS Director
- Captain
- Engineer 2 (Watch Command Qualified)

Engineer 1
Firefighter

Captain, EMS Director, and Operations Chief Officer shall be determined by a competitive promotional process. Watch Commander shall be obtained by completion of eligibility requirements.

Engineer designation shall be the most senior Firefighter on shift.

Promotion timeline

The promotional process for the position of Captain will begin when a permanent vacancy occurs. The Chief will issue an announcement of the vacancy and call for interested candidates to submit a letter of intent.

- Candidates will have one week to submit letters of intent and resumes.
- The Positions will be filled within 90 days of a permanent vacancy by the highest scoring candidate.

Eligibility Requirements

Engineer 2 – Watch Commander Qualified

- The Fire Chief shall have the final determination, based upon *qualifications, vacancies, and employee performance*.
- 10 evaluated shifts, 5 which may be evaluated by the member's Captain.
- 2 years' experience with Livingston Fire and Rescue.
- Have and maintain Firefighter I and II certification.
- Have and maintain Fire Officer I certification.
- Have and maintain EMT-P certification.

Captain

- 8 years total of Career Fire experience with a minimum of 4 years' experience being at Livingston Fire Rescue (Experienced valued at: Career Professional 1:1, LFR Reserve ½:1, Non LFR Volunteer/Reserve ¼:1)
- 21 College Credits (Effective 07/01/2019)
- Have and maintain Firefighter I and II certification.
- Have and maintain Fire Officer I certification.
- Have and maintain EMT-P certification.
- Have not been subject to a written or above in the last 12 months.

EMS Director

- Must be a Captain with LFR for 2 years.
- Must attend 3 NFA courses (if available) within first 3 years of appointment. Courses must be approved by Chief
- Have not been subject to a written or above in the last 12 months.
- Must obtain EMS Training Coordinator certification within one year of appointment.

Operations Chief

- Must be a Captain with LFR for 4 years.
- Must attend 3 NFA courses (if available) within first 3 years of appointment. Courses must be approved by Chief
- Have not been subject to a written or above in the last 12 months.
- Must obtain Inspection I and II certification within one year of appointment.

The Chief and HR Officer will review candidate's eligibility. If only one eligible candidate exists, the promotion process is not required. If no candidate is qualified Local 630 and City Management must agree upon a solution which may include an outside search.

Promotional Committee

The promotional committee will consist of:

- Captains Promotion: Existing Fire Captains and Operations Chief and EMS Director within the Department
- Operations Chief and EMS Director: 3 Fire Officers from outside agencies

The Fire Chief will not participate in the testing process.

Assessment Process

The candidate assessment process may have up to 4 of the following components:

1. Critical Thinking (Inbox) - Will consist of an assessment, based on the open position, of the candidate's ability to prioritize activities and actions required for daily Fire Department Operations.
2. Practical Exercises - May include, but are not limited to Fire, EMS, and Human Resources exercises
3. Interview/Resume - Will be composed of a structured interview panel. All candidates will be asked the same questions. The Panel may ask additional questions directly related to the answers given.
4. Writing Sample - A 5-page (double spaced) evaluation of the position the applicant is applying
5. Presentation - a presentation of up to 10 minutes on the candidates proposed direction for the position they are applying to manage.

Scoring

A scoring system shall be determined prior to administration of assessment. The scoring system shall be validated by the Fire Chief and a Union representative not involved in the assessment process. Scoring of the assessment will be completed individually by the Chief and the Human Resource director. The Union rep and Fire Chief will validate the scoring results.

List Longevity

The rank order list of candidates generated by the assessment process will stay in effect for a period of 1 year, unless a new candidate qualifies for application if they so choose to pursue promotion.

After assessment Review

Within 14 days of the conclusion of the assessment process, candidates will be provided a written evaluation of their performance and recommendations for improvement. Candidates may request a meeting with the Chief to review the results.

ARTICLE 11 - NEW EMPLOYEES

Section 11.1 – Probationary Period - Any new, or promoted, employee will serve a one-year probation period. During the probationary period, for new employees only, management may terminate the employee without cause.

Section 11.2 – Upon Fire Chief approval, a temporary employee who has served 6 consecutive months or more of a probationary period and subsequently is hired to regular full-time status may have their probationary period shortened as deemed appropriate, not to exceed 12 months total.

ARTICLE 12 - PERSONNEL REDUCTION

Section 12.1- Personnel Reduction - In the case of personnel reduction, the employee with the least seniority shall be laid off first. No new employee shall be hired until the laid off employee has been given the opportunity to return to work. The returning employee who has been off longer than sixty (60) days will serve a training period, determined by the Fire Chief, at the current pay scale. The returning employee who has been off for more than one (1) year must meet the requirements of a physical examination and probation requirements with the current base pay. Upon being notified to return to work, the employee has fourteen (14) days to report to duty.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

Section 13.1 – Disciplinary Procedure – Employees may be disciplined or discharged for Cause. Discipline should be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance; however, the level or degree of discipline imposed shall be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.

The Employee shall be entitled to have Union and/or legal representation present at any meeting held with the Employer to discuss potential disciplinary action. The City will not pay for such employee representation.

The Employer may suspend an Employee with pay in accordance with M.C.A. 7-33-4123 and local laws pending the final decision as to the appropriate discipline or the overturning of the discipline by the appropriate authority as provided for in M.C.A. 7-33-4124, which reads as follows:

Suspension procedure:

1. In any case in which a member of the municipal fire department is suspended from duty, the person suspended must be furnished with a copy of the charge, in writing, setting forth the reasons for the suspension. Subject to subsection (2), The suspended member of the fire department may request in writing that the charges be presented to the council or commission for a hearing. The hearing must be held within 30 days of the request. The suspended member may invoke the right of privacy to request a closed hearing. At the hearing, the suspended member of the fire department may appear in person or by counsel and provide a defense against the charges.
2. If the suspended member of the fire department does not request a hearing by the council or commission within 5 business days of receiving the suspension charge, the suspended member forfeits the option of requesting a hearing by the council or commission.
3. If the charges are not presented before the council or commission within 30 days of the request for a hearing or if the council or commission determines the charges to be unfounded, the suspended person must be reinstated and is entitled to the person's usual compensation for the time of the suspension.

4. If the charges are proven by the council or commission, the council or commission, by a vote of a majority of the whole council or commission, may impose a penalty commensurate to its determination of what the offense warrants, including either the continuation of the suspension for a limited time or the removal of the suspended person from the fire department.

ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 14.1 – Grievance Procedure – A grievance is defined as a dispute concerning an interpretation or application of the terms of this collective bargaining agreement. Grievances or disputes which may arise, including the interpretation of this agreement, shall be settled in the following manner. The Union grievance committee upon receiving a written and signed petition shall determine if a grievance exists. If, in their opinion, no grievance exists, no further action is necessary by the grievance committee, but the employee has the right to appeal to the next level in writing.

If a grievance does exist, they shall, with or without the employee, present their grievance within twenty (20) working days of the alleged violation or the knowledge of such violation, to the Chief of the Fire Department for adjustment. For the purpose of this Article, a working day is defined as 8:00 AM to 5:00 PM, Monday-Friday, excluding holidays. If within fifteen working days no settlement has been reached, an appeal to the City Manager must be made within fifteen (15) working days in writing. The City Manager shall investigate and file his/her response and decision within fifteen working days. If the City Manager does not respond within the prescribed time limits, the grievance shall be settled in favor of the grievant. If the City Manager's response does not satisfactorily settle the grievance, the grievance may be submitted to arbitration within 120 calendar days by the grievant or the Union upon notice to the City.

The grievance shall then be submitted to an arbitration board consisting of a representative of the City, a representative of the Union, and a Labor Arbitrator. Within ten (10) working days of a request to arbitrate, a request for a list of five (5) names will be made to the State Department of Labor and Industry, or other source. Upon receipt of the list of arbitrators, the two representatives shall within fifteen (15) working days meet to determine the Arbitrator by the representatives tossing a coin. The representative winning the coin toss shall determine who shall strike the first name from the list and then the representative of the other party shall strike a name until the name remaining shall be the arbitrator.

The Arbitrator shall have no power to alter, amend or delete any provisions of this Agreement, City or Fire Department Policy, or State Law. The Arbitrator shall render his/her decision within thirty (30) calendar days following the hearing. The cost of the Arbitrator shall be shared equally by both parties. The finding of the Arbitrator shall be final and binding on all parties.

ARTICLE 15 - TRAINING

Section 15.1 – Training Scheduling -- The City shall schedule paid department training of at least 35 annual hours, from July 1 to June 30. Attendance at such trainings, shall be mandatory. If training is scheduled two weeks in advance, personnel on prior authorized absences, approved by the Fire Chief, shall not be expected to attend. If training is scheduled within two weeks, attendance is not mandatory.

Section 15.2 – Categories of Professional Development

Higher Education - The City of Livingston encourages Firefighters to continue their education with the pursuit of formal degree programs which align with the business needs and community needs of the Department. In order to support department members in the pursuit of formal higher education the City agrees to:

1. Reimburse a firefighter 50% of tuition and 100% of books upon completion of classes required by a pre-approved job-related degree.

To be eligible to participate in a reimbursable degree program, the Fire Chief and Firefighter must agree to a planned program of courses leading to a job-related degree, and receive prior written approval of the planned program from the Fire Chief and the City Manager. Initial program requests must be submitted to the Fire Chief no later February 1 of a given year in order to allow for appropriate budgeting for the program duration.

A Firefighter, once their plan has been accepted by the City, need only to submit individual course enrollment to the Fire Chief for approval. Reimbursement to be made at the successful completion of each semester's courses. Individual course enrollment should be submitted to the Fire Chief a minimum of 15 days prior to the start of classes for approval. All requests for reimbursement shall be submitted no more than 30 days after the issuance of final grades for the class.

Other Courses Not in a Formal Degree Program:

Required Training: A Firefighter enrolling in individual courses which are one of the following: Firefighter 1, Firefighter 2, Fire Officer 1, regardless of time remaining in the department, shall obtain prior written approval from the Fire Chief within budget limitations. All requests shall be submitted to the Fire chief not later than 30 days in advance of the class to allow for budgeting.

Shifts for the employee attending training will be covered by staff from the office or overtime list, non-shift workers, shift workers and / or reservists.

The classes should be NFPA, IFSAC or Pro-Board Equivalent unless otherwise agreed upon in advance with Fire Chief. Exceptions may be granted based on class availability, location or frequency of offerings.

Voluntary Training: A Firefighter seeking to attend additional professional development courses shall submit in writing a request to the Fire Chief for approval not later than 30 days in advance of the training. If course costs exceed \$1,000 request must be submitted in advance.

Reimbursement, any associated expenses such as travel etc, and shift coverage will be determined by the Fire Chief based on budgetary limitations, staffing concerns and relevance of the course or class requested to individual professional development and department need.

Section 15.3 – Instructor Pay – Employees assigned to teach classes approved by the Fire Chief for the Fire Department shall be compensated at straight time.

ARTICLE 16 – HOURS OF WORK

Section 16.1 – Hours of Work Shift workers– The on duty shift work members, excluding non-shift workers, shall work 24 hours on duty, 72 hours off duty. Twenty-four hour shifts shall begin and end at 8:00 AM. Fire fighters will need prior approval from the Fire Chief to have 72 continuous hours of shift coverage. Members working this schedule may be referred to as Shift Workers for purposes of clarity in this agreement.

Section 16.2 – Non-Shift Workers, Overtime- Since the non-shift workers work a standard forty-hour week, they will be paid overtime at the rate of 1 ½ times the regular hourly rate for all hours worked in excess of 40 hours within the work week. A work week shall be defined as the time period beginning Sunday at 12:01am and ending on Saturday at 11:59pm and include 5 eight (8) hour shifts Monday – Friday unless a flexible schedule is mutually agreed upon.

ARTICLE 17 - SUPPLEMENTAL AGREEMENT

Section 17.1 – Supplemental Agreements – This Agreement may be amended, provided both parties concur. Supplemental agreements may be completed through negotiations at any time during the life of the Agreement. Either party may notify the other party in writing of its desire to negotiate. A Supplemental Agreement, will be signed by the responsible Union and City officials. Supplemental agreements thus completed shall become a part of the larger agreement and subject to all of its provisions.

ARTICLE 18 – MISCELLANEOUS PROVISIONS

Section 18.1 - Paging Alerts – All off duty full time employees and reserves may be paged out simultaneously. Full time employees shall not be denied call back pay due to a position being filled by a reserve with the exception of the on duty shift qualified reserve or ambulance qualified reserve.

Section 18.2 – Mandatory Retirement – Mandatory Retirement age will be sixty-two years of age (62).

Section 18.3 – Physical Fitness Test - A physical fitness test will be conducted for all firefighters and participation will be optional. The Firefighter Combat Challenge will be used as an assessment, which includes a stair climb with a high-rise pack, hose hoist, forcible entry, hose advance and victim rescue. The setup of the test shall maintain the criteria established as the standard for the Firefighter Combat Challenge. The test will be completed in NFPA compliant turnouts. The test will be completed by the 31st of May and will be proctored by the Fire Chief and a IAFF Local 630 representative.

Incentive – Upon successful completion of the Firefighter Combat Challenge, employees will be rewarded at the following scale:

- 3:00 or < - \$400.00
- 4:00 or < - \$300.00
- 5:00 or < - \$200.00
- 6:00 or < - \$100.00

Section 18.4 - Regular Labor Management Meetings - The Fire Chief will host monthly senior staff meetings. Senior staff consists of all Captains and the Local 630 President or designated representative. The Fire Chief will host quarterly Labor/Management meetings. Quarterly Labor/Management meetings will include the Fire Chief and Local 630 President at a minimum. The Fire Chief will host an annual City Manager's meeting. The City Manager's meeting will include the City Manager, Fire Chief and Local 630 President at a minimum. The Fire Chief will host the meetings at a time and place convenient to required attendees.

Section 18.5 - Equipment Committee - The Fire Chief will establish an Advisory Equipment Committee to evaluate and Provide recommendations for the purchase of apparatus, equipment systems, and other substantial operational items affecting working conditions. A seat on the Advisory Equipment Committee will be reserved for the Local 630 President or their designated representative. While purchase of apparatus and equipment are a management right, the Fire Chief will fully consider the recommendations of the Advisory Equipment Committee as a component of the purchase process.

Section 18.6 - Medical Expense Retirement Program (MERP) - With each monthly payroll, the Employer shall make monthly contributions on a pre-tax basis of \$125 for each employee to the Washington State Council of Fire Fighters (WSCFF) Employee Benefit Trust, as follows:

1. Contributions are made in addition to the salaries listed in Appendix A.
2. This Trust shall remain separate and apart from any Employer retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement.
3. The Employer shall be obligated to payment of contributions in the amount provided above by the twentieth (20) of every month or next business day if necessary for that month's contributions.
4. The Internal Revenue Service codes require all eligible employees to participate; there is no individual election to continue contributions. The Union and the employees agree to hold the employer harmless and indemnify the employer from any and all liability, claims, demands, lawsuits, and/or losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the MERP. The Union and the employees shall be one hundred percent (100%) liable for any and all liabilities that arise out of the MERP. The Union and employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the MERP. Under no circumstances whatsoever will the employer be liable for direct pay of any MERP benefit to the employees and/or retired employees and/or their beneficiaries.

Section 18.7 – Staffing Overtime Committee - Whereas, the Livingston Professional Firefighters Local 630 and the City of Livingston recognize fiscal and staffing issues, both parties hereby agree to form a Staffing Overtime Committee that shall meet quarterly. The committee will include at least 2 union representatives, the Fire Chief, City Manager or Administrative Service Director, and may include one optional City Commissioner. The intent of this committee is to determine the best, mutually agreed upon, action(s) to address overtime/staffing expenditures. This agreement is limited to the length of this contract.

ARTICLE 19 - SAVINGS CLAUSE

Section 19.1 – Savings Clause – If any provision of this Agreement is declared invalid by any court, only that provision shall be affected and all other provisions shall remain in full force and effect. Any ordinance enacted during the term of this Agreement shall not abridge, abrogate, or alter any of the terms of this Agreement.

ARTICLE 20 - TERM OF AGREEMENT

Section 20.1 – Term of Agreement – This Agreement shall be in Full Force and effect from the first day of July 2018 to June 30, 2020. The Agreement shall be opened for negotiations on wages and insurance benefits and conditions of employment on or before Thirty-One March 2020. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing at least sixty (60) days prior to the anniversary or termination date of this Agreement that it desires to modify the Agreement.

The agreement further allows an opener for insurance benefits only for the second year term of the contract defined as July 1, 2019 through June 30, 2020 on or before March 31, 2019.

Section 20.2 – Existing Conditions – Existing wages, hours, and other conditions of employment rising out of this Agreement shall not be changed by the action of either party without the consent of the other during the negotiation, mediation, fact finding or arbitration of the next contract, and any additional cost of maintaining the items listed in this paragraph, after the expiration of this Agreement, shall be figured in the financial settlement of the next Agreement.

ARTICLE 21 – SIGNATURES

IN WITNESS WHEREOF THE PARTIES HERETO, Acting by and through their respective and duly authorized officer's and representatives, have hereto set their hands and seals on this ____ day of _____, 2018.

FOR THE CITY OF LIVINGSTON

FOR LOCAL 630 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

City Manager

President

ATTEST:

Recording Secretary

Vice President

ADDENDUM "A"
Wages and Certification Pay

EMS certifications are to be paid at the highest certification level attained in each category. The Fire Certifications are to be paid for each category completed. Certification pay is to be considered part of the base salary for pension and overtime. All certifications must be kept current in order to be eligible for certification pay. EMS certifications must be based on the National Registry of Emergency Medical Technicians and be recognized by the Montana State Board of Medical Examiners. All EMS providers must be able to practice in accordance with State and Local Protocols pertaining to their current level of certification to be paid at that level. If the provider is found to be consistently practicing outside of State and Local Protocols, that provider's current level of certification and pay can be suspended or downgraded. EMS endorsements are based on the Montana State Board of Medical Examiners rules and regulations. Fire certifications may be obtained through Montana State Fire Training School (FSTS). If FSTS is not utilized to provide the certification Management and the Union will mutually agree upon the accepting certification including but not limited to NFPA, Pro-Board, and IFSAC. Fire Certifications will be maintained by the continuing education program from Livingston Fire Department Training Section.

Longevity Pay shall remain paid at one half of one percent of monthly pay per year of service with the City of Livingston.

A uniform subsistence/allowance (clothing, toiletries, food on transfers runs, etc.) of \$50.00 per month, to be paid every member once every three months.

Pay grid follows on next page.

WAGES

Monthly Wages with Cert Pay Rolled In for: FF1, FF2, FO1, Paramedic			
Wages		FY2019	FY2020
Shift Worker Staff	Required Certs	1.25%	1.50%
Firefighter / EMT	FF1, EMT	3,410.43	3,461.59
Firefighter I / Medic	FF1, Paramedic	3,699.00	3,754.48
Firefighter II	FF1, FF2, Paramedic	3,729.04	3,784.97
Engineer 1	FF1, FF2, Paramedic	3,729.04	3,784.97
Engineer 2 - WC Qualified	FF1, FF2, FO1, Paramedic	3,759.75	3,816.14
Captain	FF1, FF2, FO1, Paramedic	4,454.57	4,521.39

Non-Shift Staff

EMS Director	FF1, FF2, FO1, Paramedic	4,757.31	4,828.67
Operations Chief	FF1, FF2, FO1, Paramedic	4,757.31	4,828.67

Health Stipend	FY 2018	FY2019	FY2020
All Staff	819	835	TBD

MERP	FY 2018	FY2019	FY2020
All Staff	100	125	125

Other Cert Pay	FY 2018	FY2019	FY2020
Haz Mat Tech	10	10	10
PALS	20	20	20

Backup material for agenda item:

- B. RESOLUTION NO. 4827- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LIVINGSTON AND TD & H ENGINEERING.**

RESOLUTION NO. 4827

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON,
MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN ADDENDUM TO
THE PROFESSIONAL SERVICES AGREEMENT WITH THOMAS, DEAN &
HOSKINGS, INC. (TD&H ENGINEERING).**

WHEREAS, The City of Livingston's previously entered into a Professional Services Agreement via Resolution No. 4599 with Thomas, Dean & Hoskings, Inc. (TD&H Engineering) of Great Falls, Montana, with an office in Bozeman to provide engineering services to the City of Livingston, for Fiscal years of 2015-2018.; and

WHEREAS, the Professional Services Agreement which expired June 30, 2018 sets forth the terms and conditions for providing engineering services is attached hereto as Exhibit A and which is incorporated by this reference as though fully set forth herein; and

WHEREAS, the parties have mutually agreed to extend the Professional Services Agreement for the period through June 30, 2019, which addendum is attached hereto and incorporated as Exhibit B; and

WHEREAS, the City Manager is ready and willing to sign the addendum attached hereto as Exhibit B upon the City Commission's approval.

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

The Professional Services Agreement Addendum between the City and Thomas, Dean & Hoskings, Inc. is hereby approved and the City Manager is hereby authorized to sign said addendum upon behalf of the City of Livingston, Montana, which is attached here to as Exhibit B.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this ____ day of October, 2018.

DOREL HOGLUND - Chair

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
City Attorney

[EXHIBIT A]

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the 15 day of September, 2015, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 414 East Callender Street, Livingston, Montana 59047 (hereinafter referred to as the "City"), and THOMAS, DEAN & HOSKINS, INC., a Montana corporation with its principal office located at 1800 River Drive North, Great Falls, Montana 59401 (hereinafter referred to as the "Engineer"; and together with the City, the "Parties").

RECITALS:

- A. The City is seeking an engineer to provide general engineering services to the City for fiscal years 2015-2016, 2016-2017, and 2017-2018 on an as-requested basis.
- B. The Engineer is engaged in the business of professional engineering, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the services the City requires and is ready, willing and able to undertake and perform the services under the terms and conditions contained in this Agreement.

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

1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
2. CONTRACT TERM. This Agreement will become effective as of the date and year first above written and it will expire at 11:59 p.m. on June 30, 2018.
3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Engineer agrees that all hiring will be on the basis of merit and qualifications and that the Engineer will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
4. NATURE OF RELATIONSHIP.

- a. The Engineer states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Engineer shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Engineer has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Engineer shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor. Because Engineer is an independent contractor, Engineer is not entitled to any workers compensation or any benefit of employment with the City.
 - b. The Engineer agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Engineer in performance of this Agreement.
 - c. The Engineer, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned entities and persons have the authority to legally bind or otherwise obligate the City to any third person or entity.
5. ENGINEER'S SERVICES. Engineer shall provide services as requested by the City. The work will be either "Task Based Services" or "Miscellaneous Services" (the Tasked Based Services and the Miscellaneous Services are sometimes collectively referred to in this Agreement as the "Services"), which Services include normal civil, structural, electrical and mechanical engineering services and normal architectural services incidental thereto. Engineer will develop a scope of work for all Task Based Services which will form the basis of Engineer's work plan, cost estimate and schedule. The aforementioned scope of work will be submitted to the City for review and approval. With respect to the Miscellaneous Services, Engineer will perform work as requested on an on-call basis.
6. COMPENSATION.

- a. For the satisfactory completion of the Services to be performed, the City will pay the Engineer an hourly rate for time spent on each project, as well as mileage, equipment and other charges at the rates set forth on the schedule attached hereto and incorporated herein as **Exhibit A**. The Parties agree the rates set forth in **Exhibit A** are subject to change at the beginning of the Engineer's new fiscal year for each and every year this Agreement remains in effect. Engineer shall provide the City with a new rate schedule at the beginning of each fiscal year, and the newest rate schedule shall be incorporated into this document and made a part hereof upon the effective date of the rate schedule. Notwithstanding the foregoing, the Parties agree any and all Miscellaneous Services provided by engineer Keith Waring shall be billed at the fixed and nonadjustable rate of One Hundred Thirty-Three and No/100 Dollars (\$133.00) per hour.
- b. The Engineer shall submit an invoice every month if it has provided the City with Services during the preceding month. The invoices will include charges for the Services actually performed during the associated billing period. The invoices shall include, at a minimum, the following information: (i) a clear description of the tasks performed; (ii) identification of the project with which all charges are associated; (iii) the contracted dollar amount for the Services, if applicable; (iv) the Services completed to date for the associated project; and (v) the Services that remain to be completed for the associated project. Each invoice shall be accompanied by a monthly summary that provides the following information: (i) all current projects; (ii) the estimated dollar amount of the total project costs for each project; (iii) the amount the City has paid to date on each project; and (iv) the amount the City will likely pay to complete each project shown on that month's invoice.
- c. In connection with obtaining payment under this Agreement, Engineer agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Engineer assumes responsibility for the late filing of a claim.
- d. In the event the Engineer seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Engineer must seek prior written authorization from the City before such expenditure is incurred. If the Engineer fails to obtain prior written authorization, the Engineer shall not be entitled to payment for the unauthorized work, materials or services.

7. PERIODIC MEETINGS. The Parties agree to meet at least one (1) time every four (4) months during the term of this Agreement. Each such meeting is expected to last between one (1) and two (2) hours and Engineer agrees its representatives will attend the meetings at no charge to the City. The meetings shall be attended by, at a minimum, the Engineer's leadership team and the City's Public Works Director.

8. ONLINE PROJECT UPDATES. Engineer shall donate eight (8) hours of labor toward the startup and design of a website that will provide the general public with updates and information regarding projects for which the Engineer has provided services and that have been completed and are ongoing in the City of Livingston. The website shall be: (a) a standalone page that can be reached by a link on the City's webpage and the Engineer's webpage; and (b) jointly-owned by the Parties with the Engineer acting as the host. After Engineer donates the aforementioned eight (8) hours, Engineer shall then bill the City for site maintenance and upkeep. Both the City and the Engineer shall have the ability to update content on the site; provided, however, the City shall have final decision-making authority on the site's content.

9. CONFLICT OF INTEREST. The Engineer covenants and agrees it has no direct or indirect interest, and will not acquire any direct or indirect interest, in any project for which Engineer provides Services that would in any manner or degree effect or interfere with Engineer's performance of this Agreement. The Engineer further covenants and agrees it will not employ any person who has such a direct or indirect interest.

10. ENGINEER'S RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES.
The Engineer represents and warrants as follows:
 - a. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services.

 - b. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, performance and furnishing of the Services.

 - c. It has reviewed and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.

- d. In connection with the Services, it will exercise the standard of care that is ordinarily used by members of the Engineer's profession practicing under similar conditions at the same time and in the same locality.
11. OWNERSHIP OF DOCUMENTS. All data, information, work in progress, documents, reports, and intellectual property developed in connection with any work under this Agreement, both in hard-copy form and as may be embodied on computer diskettes or similar information recording and storage media, is deemed the City's property and, upon request, shall be delivered to the City. Following the City's acceptance of materials described in this paragraph, the City shall indemnify and hold Engineer harmless for any changes or revisions to the plans and related documents the Engineer prepares under this Agreement that are made without Engineer's knowledge and written consent.
12. TERMINATION OF THIS AGREEMENT.
 - a. If the City fails to substantially perform in accordance with the terms of this Agreement, the Engineer shall deliver to the City a written notice specifying the nature of the City's failure to substantially perform. The City shall have a period of ten (10) days after receiving the written notice from the Engineer to cure the failure to perform. If the City fails to cure its failure to perform within the 10-day cure period, the Engineer shall provide the City with a written notice to terminate this Agreement. The Engineer may only terminate this Agreement if it is not at fault for the City's failure to perform. Failure of the City to make payment as provided in this Agreement shall be considered nonperformance and cause for termination, unless the Engineer is at fault for the City's nonpayment.
 - b. The City may terminate this Agreement upon not less than thirty (30) days prior written notice to Engineer. If the City terminates this Agreement for a reason other than fault of the Engineer, the Engineer shall receive compensation for the work/services performed prior to termination, together with reasonable expenses incurred up to the date of termination.
13. LIMITATION OF LIABILITY. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and consultants, to City and anyone claiming by, through, or under City for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Services or the Agreement from any cause or causes, including but not limited to the

negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or consultants shall not exceed the total compensation received by Engineer under this Agreement. Similarly, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the City and the City's officers, directors, members, partners, agents, employees, and consultants, to Engineer and anyone claiming by, through, or under Engineer for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Services or the Agreement from any cause or causes, including but not limited to the negligence, strict liability, breach of contract, indemnity obligations, or warranty express or implied of City or City's officers, directors, members, partners, agents, employees, or consultants shall not exceed the total compensation received by Engineer under this Agreement.

14. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, City shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused solely by any negligent act or omission of City or City's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the City with respect to this Agreement or to the Services. Similarly, to the fullest extent permitted by law, Engineer shall indemnify and hold harmless City and its officers, directors, members, partners, agents, employees, and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused solely by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Engineer with respect to this Agreement or to the Services.
15. INSURANCE. In addition to any other insurance which Engineer may choose to carry, the Engineer shall, at its sole expense, maintain in effect during the performance of this Agreement all of the following insurance: (a) workers' compensation as required by state

law; (b) comprehensive commercial general liability insurance, including personal injury liability, automobile, blanket contractual liability and broad-form property damage liability coverage with a single limit of \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$5,000,000 excess/umbrella liability; (c) professional liability with a limit of \$1,000,000 per claim and \$1,500,000 aggregate made against Engineer for errors or omissions in the performance of this Agreement. Engineer's certificates of insurance are attached hereto and incorporated herein as **Exhibit B**. Any certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage.

16. COMPLIANCE WITH LAWS. The Engineer agrees it will comply with all federal, state and local laws, rules and regulations.
17. SURVIVAL. All express representations, indemnifications, or limitations of liability made in or given in this Agreement shall survive completion of the Services or the termination of this Agreement for any reason.
18. FORCE MAJEURE. The Parties shall not hold each other responsible for damages or delay in the performance of this Agreement caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
19. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required, and addressed as follows:

City: City of Livingston
 Attn: Shannon Holmes
 330 Bennett Street
 Livingston, Montana 59047

Engineer: TD&H Engineering
 Attn: Keith Waring, P.E.
 234 East Babcock Street, #3
 Bozeman, Montana 59715

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


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

obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

26. VENUE. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue under this Agreement.
27. GOVERNING LAW. This Agreement shall be governed by the law of the State of Montana without respect to its conflicts of law principles.
28. LIAISON. The designated liaison with the City is Shannon Holmes, who can be reached at (406) 222-5667. The Engineer's liaison is Keith Waring, who can be reached at (406) 586-0277.
29. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the state of Montana, without regard to its conflicts of law principles.
30. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used -- If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.


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

CITY OF LIVINGSTON



 Edwin R. Meece

THOMAS, DEAN & HOSKINS, INC.,
 a Montana corporation

Name: 
 Its: Keith Waring, Vice President



Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Ordinance/Resolution No: 4599

Date of First Consideration/Status: September 15, 2015;

Purpose of Legislation: To allow the City Manager to sign a Professional Services Agreement with Thomas, Dean & Hoskins, Inc. for general engineering services for the City of Livingston.

Statutory Authority/Reference: Mont. Code Ann. § 7-3-304(9) (2014) and Mont. Code Ann. § 18-8-201 et seq. (2014).

Background: Following an RFQ and subsequent rating process of prospective engineering proposals, the City of Livingston's Administration selected Thomas, Dean & Hoskins, Inc., of Great Falls, Montana, with an office in Bozeman, Montana, to provide engineering services for the balance of Fiscal Year 2015-2016, Fiscal Year 2016-2017 and Fiscal Year 2017-2018. The Administration is now seeking the Commission's approval of the contract and its selection of Thomas, Dean & Hoskins, Inc. as the City's engineer for the aforementioned fiscal years.

Fiscal Impact: See attached fiscal note.

Regulatory Impact (local): N/A

Attachments: Agreement as Exhibit A.

Exhibit B

Addendum to Contract between the City of Livingston, Montana ("Municipality") and Thomas, Dean and Hoskins, Inc. a Montana corporation authorized to do business in the State of Montana ("TD&H") dated September 15, 2015

WITNESSETH

WHEREAS, the Municipality desires to continue general engineering services for "Task Based and Miscellaneous Services" which include normal civil, structural, electrical and mechanical engineering services; and

WHEREAS, the Municipality has the power to enter into professional services contracts for engineering services; and

WHEREAS, TD&H is engaged in the business of professional engineering; and

WHEREAS, the parties agree to extend the existing contract for an additional 1 (one) year by exercising the execution of this amendment.

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

RECITALS

Paragraph B.2 CONTRACT TERM is amended to read as follows:

"This Agreement will become effective as of the date and year first written above and it will expire at 11:59 p.m. on June 30, 2019."

IN WITNESS WHEREOF, the parties have executed this Renewal of General Engineering Services Agreement this _____ day of _____, 2018.

CITY OF LIVINGSTON (MUNICIPALITY)

THOMAS,DEAN AND HOSKINS, INC.

By: _____

By: _____

Its: _____

Its: _____

STATE OF MONTANA)
)
 ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by _____ of the CITY OF LIVINGSTON, MONTANA (MUNICIPALITY).

(Notarial Seal)

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

STATE OF MONTANA)
)
 ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by _____ of THOMAS, DEAN AND HOSKINS, INC.

(Notarial Seal)

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