



Livingston City Commission Agenda

April 17, 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 Comment

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 regular 4.3.18 City Commission meeting** Page 4
 - B. **CONSENT - Approve Bills and Claims** Page 8
 - C. **CONSENT - Approve application of Marjorie Shinn for City-County Board of Health** Page 21

- 7. Proclamations
 - A. **Arbor Day Proclamation** Page 23

- 8. Scheduled Public Comment
 - A. **SCHEDULED PUBLIC COMMENT - Alecia Jongeward from Park High regarding April 19 "Afternoon of Service"**

9. Public Hearings

10. Ordinances

- A. **ORDINANCE NO. 2069 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE CITY'S SUBDIVISION REGULATIONS AS ADOPTED BY ORDINANCE 1982 AND CODIFIED IN CHAPTER 28 OF THE LIVINGSTON MUNICIPAL CODE, BY MODIFYING THE PARKLAND DEDICATION REQUIREMENTS.** Page 25

11. Resolutions

- A. **RESOLUTION NO. 4788 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A SOFTWARE LICENSE AGREEMENT WITH LAW ENFORCEMENT SUPPORT SERVICES, INC. ("LESS, INC.") INTENDED TO BE USED BY LAW ENFORCEMENT AGENCIES TO ASSIST IN**

DRAFTING AND OBTAINING SEARCH WARRANTS AND OTHER DOCUMENTS. Page 31

12. Action Items

- A. DISCUSS/APPROVE/DENY - Request from Habitat for Humanity for various fee waivers Page 46**
- B. DISCUSS/APPROVE/DENY - Joe Brooks Chapter of Trout Unlimited request for fee waiver for solid waste for river clean up Page 48**

13. City Manager Comment

14. City Commission Comments

15. Adjournment

Calendar of Events

April 17, 2018 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex April

18, 2018 - 8:30 a.m. - Urban Renewal Agency regular meeting, East Room, City/County Complex

April 18, 2018 - 4:00 p.m. - Livingston Park County Library regular meeting, meeting room Library 228 West Callender

April 18, 2018 - 5:30 p.m. - Planning Board regular meeting, Community Room, City/County Complex

April 22, 2018 - National Earth Day

April 25, 2018 - 6:00 p.m. - Parks and Trails regular meeting, Community Room, City/County Complex

April 26, 2018 - 1:00 p.m. - Livingston Arbor Day Celebration

April 26, 2018 - 5:50 p.m. - Planning Board special community meeting, Community Room, City/County Complex

April 28, 2018 - 8:30 a.m. - Breakfast with the Commissioners at Food Resource Center, 202 South 2nd Street

April 30, 2018 - National Honesty Day

May 1, 2018 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex

Supplemental Material

Notice

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

Backup material for agenda item:

- A. CONSENT - Approve minutes from regular 4.3.18 City Commission meeting**

**LIVINGSTON CITY COMMISSION
MINUTES**

April 3, 2018

6:30 p.m.

City- County Complex, Community Room

- 1. Call to Order**
- 2. Roll Call**
 - Hoglund, Schwarz, Friedman, Sandberg and Mabie were present.
- 3. Moment of Silence**
- 4. Pledge of allegiance**
- 5. Consent Items (00:01:01)**
 - A. CONSENT - Approve minutes from regular 3.20.18 City Commission meeting**
 - B. CONSENT - Approve Bills and Claims**
 - Friedman made a motion to approve Consent Items A and B. Mabie seconded.
 - All in favor, motion passed 5-0.
- 6. Proclamations**
 - A. PROCLAMATION - Public Safety Communication Officers Week (00:02:29)**
 - B. PROCLAMATION – Week of the Young Child (00:04:55)**
- 7. Scheduled Public Comment**
 - A. Scheduled Public Comment - In honor of longtime Sacajawea Park gardening volunteer Eileen Berrum (00:07:07)**
 - B. Scheduled Public Comment - Leslie Feigel, from the Livingston Chamber of Commerce regarding requests for 1) construction banner cost share; and 2) letter of support regarding amending Montana Department of Transportation administrative rule ARM 18.6.238 (00:12:25)**
- 8. Public Hearings**
- 9. Ordinances**

10. Resolutions

A. RESOLUTION NO. 4787 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH PARK COUNTY COMMUNITY FOUNDATION CONCERNING THE PARK COUNTY EARLY CHILDHOOD COALITION. (00:17:17)

- Jay Kiefer made comments (00:22:13)
- Schwarz made a motion to pass Resolution No. 4787. Friedman seconded.
 - All in favor, motion passed 5-0.

11. Action Items

A. DISCUSS/APPROVE/DENY - Planning Board recommendations for amendment to Parkland Dedication Requirements in Subdivision Regulations (00:26:36)

- Adam Stern made comments (00:28:48)
- Jay Kiefer made comments (00:35:50)
- Mike Gomez made comments (00:36:06)

B. DISCUSS/APPROVE/DENY - Request from Chamber of Commerce for cost share on construction banners (00:37:07)

- Leslie Feigel made comments (00:37:47)
- Patricia Grabow made comments (00:39:30)
- Jay Kiefer made comments (00:40:40)

- Schwarz made a motion to approve cost share on construction banners with the Chamber of Commerce and LBID. Friedman seconded.

- All in favor, motion passed 5-0.

C. DISCUSS/APPROVE/DENY – Request from Chamber of Commerce for letter of support regarding amending Montana Department of Transportation administrative rule ARM 18.6.238 (00:44:04)

- Patricia Grabow made comments (00:44:50)

- Friedman made a motion to approve a letter of support requested from the Chamber of Commerce. Schwarz seconded.

- All in favor, motion passed 5-0.

D. DISCUSS/APPROVE/DENY - Memorandum of Understanding between Park County Ministerial Association and the Livingston Park County 911 Dispatch Center.

(00:48:50)

- Friedman made a motion to approve Action Item D. Mabie seconded.
 - All in favor, motion passed 5-0.

E. DISCUSS - Review and discuss URA background and current status (Information from recent joint City Commission and URA meetings - pages 58-102; additional URA background information - pages 103-146; current URA financial information - pages 147-148) (00:52:52)

12. Public Comment

- Patricia Grabow made comments (01:22:52)
- Dave Magistrelli made comments (01:28:28)
- Jay Kiefer made comments (01:31:02)
- Leslie Feigel made comments (01:33:33)

13. City Manager Comments (01:39:09)

14. City Commission Comments

- Mabie made comments (01:44:14)
- Sandberg made comments (01:44:32)
- Schwarz made comments (01:47:27)

15. Adjournment (01:48:50) 8:20 p.m.

Backup material for agenda item:

B. CONSENT - Approve Bills and Claims

04/10/18
12:14:04

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 1 of 9
Report ID: AP100

For doc #s from 35296 to 35397, 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
35296	86048S 879 VERIZON WIRELESS	1,872.94								
11	223-8483 03/20/18 Planning	18.68			1000	106	411030	347		101000
12	222-8155 03/20/18 Rec. Dept.	74.57			1000	109	460449	347		101000
13	223-2233 03/20/18 ATS	59.15			1000	109	460449	347		101000
14	823-9535 03/20/18 City Pool	18.68			1000	109	460449	347		101000
15	823-9870 03/20/18 ATS	74.82			1000	109	460449	347		101000
16	223-7422 03/20/18 City Manager	67.15			1000	122	411300	347		101000
17	223-2114 03/20/18 Fire	74.57*			1000	141	420400	347		101000
18	223-3580 03/20/18 Fire	42.58*			1000	141	420400	347		101000
19	223-8255 03/20/18 Fire	42.52*			1000	141	420400	347		101000
20	224-0542 03/20/18 Fire	59.15*			1000	141	420400	347		101000
21	224-2053 03/20/18 Fire Chief	59.15*			1000	141	420400	347		101000
22	823-9928 03/20/18 Fire	42.52*			1000	141	420400	347		101000
23	823-9929 03/20/18 Fire	42.52*			1000	141	420400	347		101000
24	223-7258 03/20/18 Building	18.68*			1000	143	420403	347		101000
25	823-9008 03/20/18 Code Enforcement	-7.43*			1000	143	420403	347		101000
26	223-2197 03/20/18 Animal Control	74.57			1000	154	440640	347		101000
27	223-2195 03/20/18 Roaming	82.57*			1000	155	430950	347		101000
28	223-1359 03/20/18 Parks	18.68*			1000	155	430950	347		101000
29	223-6974 03/20/18 Roaming Jones	23.34*			1000	155	430950	347		101000
30	579-7702 03/20/18 Cemetery	31.13*			1000	155	430950	347		101000
31	570-0712 03/20/18 Dispatch	19.06			2300	132	420160	347		101000
32	223-1823 03/20/18 Street	18.76			2500	151	430220	347		101000
33	223-2196 03/20/18 Street	84.56			2500	151	430220	347		101000
34	223-1469 03/20/18 Water Cell	74.57			5210	502	430515	347		101000
35	223-1472 03/20/18 Water Cell	16.08			5210	502	430515	347		101000
36	223-6565 03/20/18 Holmes - Water 1/2	34.57			5210	502	430515	347		101000
37	223-8268 03/20/18 Whitman - Water 1/2	29.58			5210	502	430515	347		101000
38	223-9101 03/20/18 Schweigert - Water 1/2	31.07			5210	502	430515	347		101000
39	224-0836 03/20/18 McClure	18.68			5210	502	430515	347		101000
40	224-5246 03/20/18 Tom's Ipad	30.02			5210	502	430515	347		101000
41	223-1470 03/20/18 Sewer	24.14			5310	503	430620	347		101000
42	223-6565 03/20/18 Holmes - Sewer 1/2	34.57			5310	503	430620	347		101000
43	223-7857 03/20/18 Sewer	18.74			5310	503	430620	347		101000
44	223-8268 03/20/18 Whitman - Sewer 1/2	29.57			5310	503	430620	347		101000
45	223-9101 03/20/18 Schweigert - Sewer 1/2	31.08			5310	503	430620	347		101000
46	224-5022 03/20/18 WWTP - Dan	59.15			5310	503	430620	347		101000
47	224-8119 03/20/18 WWTP - Pager	18.68			5310	503	430620	347		101000
48	223-6314 03/20/18 Scale House	18.68			5410	504	430820	347		101000
49	223-6948 03/20/18 Rich Stordalen	59.15			5410	504	430820	347		101000
50	224-0509 03/20/18 Solid Waste - Van	69.14			5410	504	430820	347		101000
51	224-2470 03/20/18 Transfer Station	25.86			5410	504	430820	347		101000
52	224-2471 03/20/18 Solid Waste Truck	18.68			5410	504	430820	347		101000
53	223-0167 03/20/18 EMS	60.34*			5510	142	420730	347		101000

04/10/18
12:14:04

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 2 of 2
Report ID: AP100

For doc #s from 35296 to 35397, 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
54	223-0168	03/20/18	EMS	18.68*			5510 142 420730	347	101000
55	223-0169	03/20/18	EMS	18.68*			5510 142 420730	347	101000
56	223-0340	03/20/18	EMS	74.57*			5510 142 420730	347	101000
57	224-8678	03/20/18	Medic 2	18.68*			5510 142 420730	347	101000
35297	86039S	151	NORTHWESTERN ENERGY	10,035.46					
1	0709877-5	03/07/18	200 E Reservoir	456.71			5210 502 430515	341	101000
2	0719271-9	03/08/18	601 Robin Lane - Well	1,703.65			5210 502 430515	341	101000
3	0719272-7	03/08/18	4 Billman Lane - Well	1,760.82			5210 502 430515	341	101000
4	0709882-5	03/14/18	229 River Dr. Pump Civic Ce	13.30			5210 502 430515	341	101000
5	0708370-2	03/14/18	8th and Park sprinklers	6.22			1000 155 430950	341	101000
6	0719373-3	03/14/18	229 River Dr.	8.99			1000 155 430950	341	101000
7	0720113-0	03/09/18	229 River Dr. CC building	207.81			1000 155 430950	341	101000
8	0709880-9	03/12/18	200 River Dr. Pool	271.83			1000 155 460445	341	101000
9	0709881-7	03/09/18	229 River Dr. Civic Center	1,620.68			1000 155 460442	341	101000
10	0719358-4	03/15/18	Street lights	3,847.94			2400 420100	340	101000
11	0720122-1	03/14/18	400 North M	12.65			2400 420100	340	101000
12	0802599-1	03/14/18	608 W. Chinook	65.38			2400 420100	340	101000
13	0933715-5	03/14/18	710 W. Callender	59.48			2400 420100	340	101000
35298	86035S	2958	NEOFUNDS BY NEOPOST USA, INC	1,000.00					
1	11386275	03/21/18	Postage	333.34*			5210 502 430570	213	101000
2	11386275	03/21/18	Postage	333.33*			5310 503 430670	213	101000
3	11386275	03/21/18	Postage	333.33*			5410 504 430870	213	101000
35299	86031S	55	LIVINGSTON HEALTH CARE-MEMORIAL	84.00					
1	2015980	03/21/18	Lab Tests	28.00			1000 131 420100	350	101000
2	2000008	03/21/18	Lab Tests	28.00			1000 131 420100	350	101000
3	2047033	03/21/18	Lab Tests	28.00			1000 131 420100	350	101000
35300	86032S	3651	MARLIN BUSINESS BANK	445.50					
1	15808548	03/26/18	10 Getac tablets	445.50			1000 131 420100	311	101000
35301	86015S	77	CHIEF SUPPLY CORPORATION	366.38					
1	406086	03/21/18	Police Badge Stickers	366.38			1000 131 420100	220	101000
35302	86040S	16	PARISI WESTERN PLUMBING &	148.00					
1	46665	03/16/18	Bennest Street Restroom	74.00			5210 502 430520	361	101000
2	46665	03/16/18	Bennest Street Restroom	74.00			5310 503 430620	361	101000

04/10/18
12:14:04

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 3 of 3
Report ID: AP100

For doc #s from 35296 to 35397, 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
35303	86011S	781 2M COMPANY, INC.		866.70					
1	8080401	03/13/18 Supplies		866.70			1000 155 460430	401	101000
35304	86017S	424 ENERGY LABORATORIES, INC.		147.00					
1	141516	03/09/18 Eff Grab/Yellowstone River		147.00			5310 503 430640	355	101000
35305	86020S	2426 GRANITE TECHNOLOGY SOLUTIONS,		63.70					
1	23385	03/15/18 Cabling professional Service		63.70			5310 503 430640	361	101000
35306	86021S	100 HACH COMPANY		304.27					
1	10869690	03/08/18 pH Gel Probe		304.27			5310 503 430640	225	101000
35307	86025S	2001 KARNATZ TREE SERVICE		3,650.00					
1	15	03/13/18 Stump		3,650.00			1000 155 430950	402	101000
35308	86026S	776 KENYON NOBLE		3.79					
1	6433539	03/09/18 Joining Biscuit		3.79			1000 155 460430	231	101000
35309	86028S	2830 LEHRKIND'S COCA-COLA		5.45					
1	1509742	03/14/18 Water		36.45			5310 503 430640	225	101000
2	1358357	10/11/16 Credit		-31.00			2500 151 430240	231	101000
35310	86029S	26 LIVINGSTON ACE HARDWARE -		392.89					
1	C48350	03/15/18 Shop Supplies		49.34			1000 155 460430	231	101000
2	C50875	03/21/18 Woodcutter Kit		230.96			1000 155 460430	231	101000
3	C50496	03/20/18 Shop Supplies		56.33			1000 155 460430	231	101000
4	C50750	03/21/18 Shop Supplies		9.56			1000 155 460430	231	101000
5	C51514	03/23/18 Shop Supplies		9.59			1000 155 460430	231	101000
6	C45691	03/08/18 Tube Poly		28.12			5310 503 430640	231	101000
7	C48468	03/15/18 Gardenhose Adapter		8.99			5310 503 430640	231	101000
35311	86033S	10 MOBILE REPAIR & WELDING, INC		160.00					
1	29080	02/27/18 Conveyor Auger		160.00			5310 503 430640	361	101000
35312	86036S	12 NORMONT EQUIPMENT		1,364.48					
1	16846	03/21/18 Durapatcher		32.00			2820 210 430240	471	101000
2	16838	03/20/18 Asohalt Emulsion		1,332.48*			2500 151 430240	232	101000
35313	86037S	33 NORTH CENTRAL LABORATORIES		92.33					
1	403792	03/15/18 Lab supplies		92.33			5310 503 430640	225	101000

04/10/18
12:14:04

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 4 of 4
Report ID: AP100

For doc #s from 35296 to 35397, 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
35314	86038S	423 NORTHWEST PIPE FITTINGS, INC		66.50					
1	5943640	03/20/18 Reducer		66.50*			5210 502 430515	231	101000
35315	86044S	3353 STORY DISTRIBUTING		1,053.32					
1	79984	03/20/18 Diesel 440g		1,030.92*			1000 123 411700	236	101000
2	79984	03/20/18 Additive 28 oz		22.40*			1000 123 411700	236	101000
35316	86047S	1 TECH ELECTRIC, INC		262.50					
1	38897	03/09/18 Troubleshoot sludge pump		262.50			5310 503 430640	361	101000
35317	86014S	23 CARQUEST AUTO PARTS		72.33					
1	1912405698	03/27/18 Seat Cover		32.33			1000 141 420400	220	101000
2	1912404997	03/17/18 Def Fluid		40.00*			5510 142 420730	220	101000
35318	86022S	63 HOUSE OF CLEAN		184.12					
1	205412	03/20/18 Station Supplies		184.12			1000 141 420400	220	101000
35319	86013S	2662 BOUND TREE MEDICAL, LLC		337.52					
1	82811845	03/21/18 Patient Supplies		337.52			5510 142 420730	235	101000
35320	86042S	2299 RIVER BEND THREADS		141.96					
1	769	03/21/18 Reserve Uniforms		141.96*			1000 141 420410	220	101000
35321	86013S	2662 BOUND TREE MEDICAL, LLC		15.29					
1	82813210	03/22/18 Patient Supplies		15.29			5510 142 420730	235	101000
35322	86012S	3056 ARDUS MEDICAL, INC.		160.00					
1	12729	03/19/18 IV pump repair		160.00*			5510 142 420730	220	101000
35323	86026S	776 KENYON NOBLE		48.37					
1	6444941	03/19/18 Torx Screws		8.68			1000 141 420400	220	101000
2	6444907	03/19/18 Plywood for SCBA Bracket		39.69			1000 141 420400	220	101000
35324	86034S	34 MOUNTAIN AIR SPORTS		60.00					
1	293557B	03/09/18 Reserve Uniform		60.00*			1000 141 420402	148	101000
35325	86046S	2999 TEAR IT UP L.L.C.		66.40					
1	35244	03/21/18 232# Shredding		66.40			2300 132 420160	220	101000

04/10/18
12:14:04

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 5 of 5
Report ID: AP100

For doc #s from 35296 to 35397, 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
35326	86027S	3449 LEAF		27.60					
1	8228882	03/21/18 Kyocera Copier		27.60			2300 132 420160	220	101000
35327	86024S	250 INSTY-PRINTS		101.00					
1	24984	03/27/18 Police Door Hangers		101.00			1000 131 420100	320	101000
35328	86018S	3298 EXEC U CARE SERVICES, INC.		3,358.26					
1	1460	01/31/18 January Janitorial Services		1,119.42			1000 121 411230	364	101000
2	1479	02/27/18 February Janitorial Services		1,119.42			1000 121 411230	364	101000
3	1501	03/27/18 March Janitorial Services		1,119.42			1000 121 411230	364	101000
35329	86030S	146 LIVINGSTON ENTERPRISE		283.00					
1	143470	03/01/18 City Comm Will Hold Public		24.00			1000 101 410130	331	101000
2	143583	03/05/18 Ordinance No. 2067		77.00			1000 101 410130	331	101000
3	143582	03/05/18 Notice of Closed Work Session		44.00			1000 101 410130	331	101000
4	143644	03/08/18 City Comm. Special Public Meet		24.00			1000 101 410130	331	101000
5	143785	03/13/18 URA Meeting		30.00*			2310 470300	331	101000
6	143959	03/19/18 Ordinance No. 2068		66.00			1000 101 410130	331	101000
7	144055	03/20/18 URA Meeting		18.00*			2310 470300	331	101000
35330	86043S	2608 STATE OF MONTANA - ITSD		149.86					
1	20180228	02/28/18 33% Video Conferencing		149.86*			1000 102 410360	380	101000
35331	86014S	23 CARQUEST AUTO PARTS		19.98					
1	1912405864	03/29/18 LED Bulb		19.98*			1000 131 420100	231	101000
35332	86029S	26 LIVINGSTON ACE HARDWARE -		16.99					
1	C54112	03/28/18 Pushbroom		16.99*			5510 142 420730	220	101000
35333	86013S	2662 BOUND TREE MEDICAL, LLC		94.90					
1	82819894	03/28/18 Patient Supplies		94.90			5510 142 420730	235	101000
35334	86045S	3713 SYSCO MONTANA, INC		268.88					
1	143690103	03/28/18 Coffee		268.88			1000 123 411700	211	101000
35335	86018S	3298 EXEC U CARE SERVICES, INC.		400.00					
1	1508	03/28/18 PW Cleaning		66.66			5210 502 430510	224	101000
2	1508	03/28/18 PW Cleaning		66.66			5310 503 430610	224	101000
3	1508	03/28/18 PW Cleaning		66.67			5410 504 430820	224	101000
4	1508	03/28/18 PW Cleaning		66.67			2500 151 430220	224	101000
5	1508	03/28/18 PW Cleaning		66.67			1000 155 430100	224	101000
6	1508	03/28/18 PW Cleaning		66.67*			1000 106 411030	220	101000

04/10/18
12:14:04

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 6 of 14
Report ID: AP100

For doc #s from 35296 to 35397, 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
35336	86028S	2830	LEHRKIND'S COCA-COLA	16.50					
1	1513929	03/28/18	Water	16.50			2500 151 430240	231	101000
35337	86029S	26	LIVINGSTON ACE HARDWARE -	39.17					
1	C52882	03/26/18	Street Supplies	39.17			2500 151 430240	231	101000
35338	86044S	3353	STORY DISTRIBUTING	1,110.38					
1	80049	03/27/18	Diesel 458g	1,089.58*			1000 123 411700	236	101000
2	80049	03/27/18	Additive 26 oz	20.80*			1000 123 411700	236	101000
35339	86016S	3514	DC FROST ASSOCIATES, INC	3,670.84					
1	20322	02/16/18	Parts	2,992.05			5310 503 430640	230	101000
2	20335	02/22/18	Parts	678.79			5310 503 430640	230	101000
35340	86017S	424	ENERGY LABORATORIES, INC.	167.00					
1	144273	03/23/18	Effluent Composite	167.00			5310 503 430640	355	101000
35341	86019S	2904	FISHER SAND AND GRAVEL	648.00					
1	59593	03/24/18	Flow-Fill Concrete	648.00			2820 210 430240	476	101000
35342	86028S	2830	LEHRKIND'S COCA-COLA	34.20					
1	1513930	03/28/18	Water	34.20			5310 503 430640	225	101000
35343	86047S	1	TECH ELECTRIC, INC	210.00					
1	38919	03/16/18	Demo Wiring for New Const.	210.00			5310 503 430640	361	101000
35344	86023S	102	INDUSTRIAL TOWEL	38.65					
1	49622	03/29/18	Rug maint, towels	38.65*			1000 121 411230	360	101000
35345	86041S	3712	PERSONALIZE IT	46.52					
1	70820	03/28/18	Wood Plaque	46.52			1000 101 410130	200	101000
35346	86052S	3390	TD&H ENGINEERING, INC	6,784.15					
1	12335	03/20/18	050 Construction Admin.	2,093.09			2500 151 430240	960	101000
2	12335	03/20/18	050 Construction Admin.	3,050.47			5210 502 430520	960	101000
3	12335	03/20/18	050 Construction Admin.	1,640.59			5310 503 430630	960	101000
35347	86049S	3605	ADVANCED ENGINEERING &	70,680.07					
1	57263	03/13/18	February WRF Construction Serv	70,680.07*			5310 503 430640	940	101000

04/10/18
12:14:04

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 7 of 7
Report ID: AP100

For doc #s from 35296 to 35397, 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
35348	86051S	2840	DICK ANDERSON CONSTRUCTION	238,948.87					
1	7	02/26/18	WRF pay application 7	241,362.50*			5310 503 430640	940	101000
2	7	02/26/18	Gross receipts tax withheld	-2,413.63*			5310 503 430640	940	101000
35349	86050S	122	DEPARTMENT OF REVENUE	2,413.63					
1	7	02/26/18	DAC - Gross Receipts Tax	2,413.63*			5310 503 430640	940	101000
35350	86083S	272	PARK COUNTY	348.37					
1	1045	03/30/18	City phones	105.00			1000 122 411300	343	101000
2	1045	03/30/18	Fire 50% phones	47.48			1000 141 420400	343	101000
3	1045	03/30/18	Amb 50% phones	47.48*			5510 142 420730	343	101000
4	1045	03/30/18	Police phones	77.13			1000 131 420100	350	101000
5	1045	03/30/18	Dispatch phone	35.24			2300 132 420160	343	101000
7	1045	03/30/18	37% Misc Maint Supplies	36.04*			1000 121 411230	365	101000
35351	86083S	272	PARK COUNTY	402.72					
1	1046	02/28/18	City phones	105.00			1000 122 411300	343	101000
2	1046	02/28/18	Fire 50% phones	47.48			1000 141 420400	343	101000
3	1046	02/28/18	Amb 50% phones	47.48*			5510 142 420730	343	101000
4	1046	02/28/18	Police phones	77.13			1000 131 420100	350	101000
5	1046	02/28/18	Dispatch phone	35.24			2300 132 420160	343	101000
7	1046	02/28/18	37% Misc Maint Supplies	90.39*			1000 121 411230	365	101000
35352	86058S	3293	BLACKFOOT COMMUNICATIONS	149.98					
1	166824	04/01/18	Internet	49.99*			2500 151 430220	346	101000
2	166824	04/01/18	Internet	49.99*			5310 503 430610	346	101000
3	166824	04/01/18	Internet	50.00*			5410 504 430820	346	101000
35353	86064S	3440	CHARTER COMMUNICATIONS	4,002.46					
1	0179852	04/04/18	414 E. Callender Internet	3,117.34			1000 122 411300	346	101000
2	0179860	04/04/18	110 S. B Internet	885.12			1000 122 411300	346	101000
35354	86071S	1783	J & H OFFICE EQUIPMENT	213.00					
2	22415193	04/02/18	Canon Copier	213.00			1000 123 411700	368	101000
35355	86079S	3779	MSU LOCAL GOVERNMENT CENTER	375.00					
2	M181	04/05/18	Municipal Institute - Purkett	375.00			1000 104 410550	380	101000
35356	86084S	3023	RICK'S REFRIGERATION, INC.	176.86					
1	12859	03/19/18	37% HVAC Quarterly	176.86*			1000 121 411230	360	101000

04/10/18
12:14:04

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 8 of 16
Report ID: AP100

For doc #s from 35296 to 35397, 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
35357	86075S	55	LIVINGSTON HEALTH CARE-MEMORIAL	70.77					
1	17138	04/03/18	Patient Supplies	34.94			5510 142 420730	235	101000
2	3717309	04/03/18	Patient Supplies	29.26			5510 142 420730	235	101000
3	3704922	03/12/18	Patient Supplies	6.57			5510 142 420730	235	101000
35358	86059S	2662	BOUND TREE MEDICAL, LLC	562.27					
1	82825960	04/03/18	Patient Supplies	562.27			5510 142 420730	235	101000
35359	86068S	3739	FIRE APPARATUS REPAIR, LLC	830.03					
1	4663	03/22/18	E1 Service	830.03			1000 141 420400	360	101000
35360	86088S	2823	THOMSON REUTERS - WEST	298.48					
1	837818015	03/01/18	Information Charge - Feb.	5.74			1000 107 411100	334	101000
3	837986618	04/01/18	Information Charge - March	292.74			1000 107 411100	334	101000
35361	86054S	3248	AGENDA PAL	150.00					
1	IN5355	04/01/18	Monthly subscription - May	150.00*			1000 101 410130	333	101000
35363	86076S	147	LIVINGSTON UTILITY BILLING	1,506.08					
1	00090016	04/04/18	City/County complex	407.27*			1000 121 411230	342	101000
2	50000010	04/04/18	Parks	189.09			1000 155 430950	342	101000
5	00016214	04/04/18	Cemetery	19.81			1000 155 430950	342	101000
6	00004638	04/04/18	Soccer Fieldhouse	41.00			1000 155 430950	342	101000
7	00014366	04/04/18	Sewer Plant	651.48*			5310 503 430640	342	101000
9	00014352	04/04/18	Street Shop	32.89			2500 151 430220	342	101000
10	00014352	04/04/18	Street Shop	32.88			5410 504 430820	342	101000
11	00014474	04/04/18	Scale House	38.14			5410 504 430820	342	101000
12	00014347	04/04/18	Utility shop	0.00*			5210 502 430520	342	101000
13	00014347	04/04/18	Utility shop	0.00			5310 503 430620	342	101000
14	00014347	04/04/18	Utility shop	0.00			5410 504 430820	342	101000
15	16149	04/04/18	City of Livingston Star Rd	46.76*			1000 121 411230	342	101000
16	80013	04/04/18	City of Livingston B Street	46.76*			1000 121 411230	342	101000
17	80232	04/04/18	110 S. B Street-Irrigation	0.00*			1000 121 411230	342	101000
35364	86063S	162	CENTURYLINK	377.07					
1	6003	03/22/18	Finance Office	377.07			1000 122 411300	343	101000
35365	86056S	3633	BILLING DOCUMENT SPECIALISTS	70.00					
1	46392	03/30/18	Online Monthly Maintenance	23.33*			5210 502 430570	213	101000
2	46392	03/30/18	Online Monthly Maintenance	23.33*			5310 503 430670	213	101000
3	46392	03/30/18	Online Monthly Maintenance	23.34*			5410 504 430870	213	101000

04/10/18
12:14:04

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 9 of 17
Report ID: AP100

For doc #s from 35296 to 35397, 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
35366	86071S	1783 J & H OFFICE EQUIPMENT		275.29					
1	22415192	04/02/18 Copier lease		275.29			1000 123 411700	368	101000
35367	86053S	3727 AAA CLEANING, LLC		300.00					
1	03-2018	03/31/18 Cleaning - March		300.00*			1000 121 411230	360	101000
35368	86070S	63 HOUSE OF CLEAN		123.01					
1	205475	03/12/18 37% Janitorial supplies		29.30			1000 121 411230	231	101000
2	206086	03/21/18 37% Janitorial supplies		93.71			1000 121 411230	231	101000
35369	86074S	26 LIVINGSTON ACE HARDWARE -		43.98					
1	C55575	04/02/18 Sawzall Blades		43.98			1000 141 420400	220	101000
35370	86057S	3069 BILLINGS CLINIC TRAINING CENTER		72.00					
1	14213	01/25/18 CPR Provider Course		72.00			5510 142 420402	380	101000
35371	86085S	3361 SPARK LASER CREATIONS		20.00					
1	1175	03/30/18 Name Plates		20.00*			1000 141 420410	220	101000
35372	86055S	3223 BERG'S OVERHEAD DOOR LLC		250.00					
1	2656	03/27/18 Garage Door Repair		250.00*			1000 141 420400	365	101000
35373	86067S	2671 COMDATA		2,145.69					
1	20292735	04/01/18 Fire Fuel - March		429.00			1000 141 420400	236	101000
2	20292735	04/01/18 EMS Fuel - March		1,716.69*			5510 142 420730	236	101000
35374	86067S	2671 COMDATA		1,653.25					
1	20292719	04/01/18 Fuel Police Dept.		1,653.25			1000 131 420100	236	101000
35375	86065S	77 CHIEF SUPPLY CORPORATION		380.00					
1	415706	03/29/18 Police		380.00			1000 131 420100	220	101000
35376	86092S	3237 WHISTLER TOWING, LLC		200.00					
1	7834	04/01/18 Tow 07 Ford F150		125.00			1000 131 420100	350	101000
2	7773	03/29/18 Tow 99 Dodge Durango		75.00			1000 131 420100	350	101000
35377	86090S	3376 TRANSUNION RISK & ALTERNATIVE		25.00					
1	380349	04/01/18 investigative research		25.00			1000 131 420100	350	101000

04/10/18
12:14:04

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 10
Report ID: AP100

For doc #s from 35296 to 35397, 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
35378	86060S	728 BRIDGER COMMUNICATIONS		99.63					
1	45282	03/30/18 Replaced Volume Control		99.63			1000 131 420100	220	101000
35379	86082S	2437 O'REILLY AUTOMOTIVE, INC		4.99					
1	1558-12480	04/03/18 Mini Bulb		4.99*			1000 131 420100	231	101000
35380	86073S	732 LAW ENFORCEMENT TARGETS, INC.		235.09					
1	0373025-IN	03/27/18 Targets		235.09			1000 131 420100	228	101000
35381	86082S	2437 O'REILLY AUTOMOTIVE, INC		28.95					
1	1558-12489	04/04/18 Wiper Blade		28.95*			1000 131 420100	231	101000
35382	86061S	3326 CAROLINA SOFTWARE, Inc.		500.00					
1	67717	04/01/18 WasteWorks Software Support		500.00*			5410 504 430870	368	101000
35383	86067S	2671 COMDATA		2,450.77					
1	20292725	04/01/18 Fuel		1,074.67			5210 502 430515	236	101000
2	20292725	04/01/18 Fuel		287.38			5310 503 430625	236	101000
3	20292725	04/01/18 Fuel		459.41			1000 155 430950	236	101000
4	20292725	04/01/18 Fuel		311.63			2500 151 430240	236	101000
5	20292725	04/01/18 Fuel		226.38			5410 504 430830	236	101000
6	20292725	04/01/18 Fuel		91.30			1000 154 440640	236	101000
35384	86066S	3491 COFFMAN'S PEAK ELECTRIC, LLC		540.00					
1	1213	03/29/18 Pump House		540.00			5210 502 430515	355	101000
35385	86072S	776 KENYON NOBLE		22.76					
1	6445556	03/19/18 10' Spruce Pine		22.76*			5210 502 430515	231	101000
35386	86080S	3016 MT WATERWORKS		44.31					
1	25342	03/28/18 Curb Box		44.31*			5210 502 430515	231	101000
35387	86069S	2904 FISHER SAND AND GRAVEL		969.69					
1	59113	03/17/18 Water & Sewer Project		969.69			5410 504 430835	940	101000
35388	86080S	3016 MT WATERWORKS		10,180.51					
1	25310	03/23/18 Water & Sewer Project		299.87			5410 504 430835	940	101000
2	25341	03/28/18 Water & Sewer Project		9,880.64			5410 504 430835	940	101000

04/10/18
12:14:04

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 4/18

Page: 11
Report ID: AP100

For doc #s from 35296 to 35397, 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
35389	86077S	10 MOBILE REPAIR & WELDING, INC		175.58					
1	29151	03/29/18 20"x1/8x2 Flat		137.38*			5410 504 430830	231	101000
2	29110	03/14/18 1/2" Round Stock		38.20*			5410 504 430830	231	101000
35390	86093S	2087 WISPWEST.NET		55.32					
1	396371	04/02/18 Civic Center		45.32*			1000 155 430950	346	101000
2	398682	04/02/18 Pool		10.00*			1000 155 430950	346	101000
35391	86091S	3472 UTILITIES UNDERGROUND LOCATION		111.47					
1	8035083	03/31/18 Excavation Notifications		55.73			5210 502 430515	317	101000
2	8035083	03/31/18 Excavation Notifications		55.74			5310 503 430625	317	101000
35392	86062S	23 CARQUEST AUTO PARTS		7.90					
1	1912406036	03/31/18 Deicer		7.90*			2500 151 430240	232	101000
35393	86078S	2731 MONTANA WASTE SYSTEMS, INC		62,397.28					
1	569833	03/31/18 Transfer fees		62,397.28			5410 504 430840	396	101000
35394	86081S	64 NEWMAN SIGNS INC.		1,016.50					
1	TRFINV0001	03/16/18 Signs		1,016.50*			2820 210 430240	241	101000
35395	86086S	1814 SPECIAL LUBE		67.00					
1	56021	04/02/18 49712		67.00			2500 151 430240	362	101000
35396	86087S	3353 STORY DISTRIBUTING		493.06					
1	80141	04/03/18 Diesel 197g		481.86*			1000 123 411700	236	101000
2	80141	04/03/18 Additive 14 oz		11.20*			1000 123 411700	236	101000
35397	86089S	3560 Titan Machinery		539.31					
1	10623237	03/28/18 Parts		539.31*			2500 151 430240	232	101000
# of Claims			101	Total:		447,961.08			

04/10/18
12:12:42

CITY OF LIVINGSTON
Claim Details
For the Accounting Period: 3/18

Page: 1 of 1
Report ID: AP100

For Doc # = 35295, 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
35295	85998S	2346	MONTANA DEPT OF ENVIRONMENTAL	1,200.00					
1	03/29/18	Storm water discharge permit		1,200.00			5310 503 430640	540	101000
		# of Claims	1	Total:	1,200.00				

Backup material for agenda item:

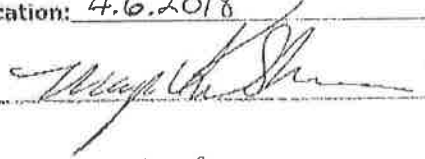
- C. Approve application of Marjorie Shinn for City-County Board of Health

City of Livingston
Application for Appointed Office
(Revised 3/17/03)

Appointed Position Seeking: City-County Board of Health

Date of Application: 4.6.2018

Name: Marjorie K. Shinn

Signed: 

Address: 409 N. 2nd, Livingston

Telephone: daytime 406-220-3432

after 5:00 p.m.: same

Fax Number: —

e-mail address: marjshinn@gmail.com

1. Are you a resident of the City of Livingston? Yes

2. Are you a registered voter? Yes

3. Will you be at least 18 years of age at the time of the appointment? Yes

4. Describe the reasons you are interested in this appointment: I have served on the Board of Health since 2015, and would like to continue in this capacity.

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

A. Occupation: Medical Laboratory Scientist

B. Education: BS in Microbiology, MSU-Bozeman

C. Experience: Medical, Infectious Diseases, previous Board experience. Interests include fitness and outdoor sports.

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? Yes, Board of Health

7. Are you currently serving on any Community Boards? No

A. If yes, please describe those boards. _____

8. Current Employer? Livingston Healthcare

9. Are you available for night meetings? Yes

10. Are you available for daytime meetings? Occasionally

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? Not likely.

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? I would state the possible conflict to the Board and excuse myself from any vote or decision-making pertaining to the conflict.

THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.

Backup material for agenda item:

- A. Arbor Day Proclamation

2018 ARBOR DAY PROCLAMATION

Whereas, Arbor Day was first observed in 1872 and is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, the City of Livingston has been recognized as a Tree City USA by the National Arbor Day Foundation for years, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and Livingston has nearly 4,000 city trees located on boulevards, public parks and in the municipal cemetery which provide an annual total of \$589,197 worth of ecological, environmental and aesthetic benefits, which equals a yearly average benefit of \$152.00 per tree;

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Dorel Hoglund, chairperson of the Livingston City Commission do hereby proclaim

April 26, 2018

as Arbor Day in the City of Livingston, Montana, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant and care for trees to gladden the hearts and promote the well-being of this and future generations.

Dated this 17th day of April in the year 2018

DOREL HOGLUND, Chairperson

LISA HARRELD, Recording Secretary

Backup material for agenda item:

- A. ORDINANCE NO. 2069 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE CITY'S SUBDIVISION REGULATIONS AS ADOPTED BY ORDINANCE 1982 AND CODIFIED IN CHAPTER 28 OF THE LIVINGSTON MUNICIPAL CODE, BY MODIFYING THE PARKLAND DEDICATION REQUIREMENTS.

ORDINANCE NO. 2069

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE CITY'S SUBDIVISION REGULATIONS AS ADOPTED BY ORDINANCE 1982 AND CODIFIED IN CHAPTER 28 OF THE LIVINGSTON MUNICIPAL CODE, BY MODIFYING THE PARKLAND DEDICATION REQUIREMENTS.

WHEREAS, 76-3-621 MCA establishes the requirements for the dedication of parkland or cash- in-lieu thereof in subdivisions; and

WHEREAS, the City Commission believes that clarifying the acceptable types of and standards for parkland dedication is in the best interest of the community.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Livingston, Montana, that Ordinance 1982, as codified in Chapter 28 of the Livingston Municipal Code, be and the same is hereby amended with deletion struck through and additions shaded, as follows:

SECTION 1

Section VI-A-16 Parkland Dedication – Cash in-lieu- Waivers- Administration

Section VI-A-16. a. - Unchanged

Sec. VI-A-16. b. – Standards for parkland dedication.

1. Parks and Open Space Types and Standards: Parks, open space, and common area dedication shall meet at least one of the following criteria:
 - a. Provides for the preservation of a physical amenity such as a meadow, a stand of trees, significant wildlife habitat or a wildlife corridor, a scenic hillside with slopes less than 25%, a stream or significant water body, an area of riparian resource or some other natural feature that the governing body determines is significant enough for parkland dedication. Open space shall be managed to remain in a near natural state when it has been dedicated for preservation or conservation purposes, and managed for weeds and public safety concerns such as wild

- land fire and hazard trees. Public trail connections are permitted if deemed appropriate by the governing body; or
- b. Provides a site for active recreation and public gathering (neighborhood park), which shall substantially conform to the following standards:
 - i. Five acres or greater in size unless the opportunity for this size is not feasible or required;
 - ii. Centrally located within the proposed subdivision or adjacent to other planned or existing park or open space;
 - iii. Adjacent to public streets on at least 50% of the park's perimeter;
 - iv. Accessible to bicycle and pedestrian trails where possible; and
 - v. At least 50% of the park shall have 2% or less slope to accommodate playing fields; or
 - c. Establishes a pedestrian/bicycle greenway corridor if such corridor is determined by the Parks Department to have a primarily recreational and/or commuter function; or
 - d. Creates a courtyard of less than ½ acre, provided the courtyard shall be part of a common area dedicated to a private homeowner's association; or
 - e. Provides for other parks, open space, or common area designs which meet the intent of this section and meet the goals of the City Growth Policy and other applicable area plans.
2. Unless the governing body determines otherwise, the following areas within a subdivision will not count toward the parkland dedication:
 - a. Hillside over 25% slope;
 - b. Areas of riparian resource and adjacent buffers associated with irrigation or roadside ditches;
 - c. Monument entry areas and central landscaped boulevards;
 - d. Storm water retention or detention ponds that are designed to hold storm water runoff from less than 100 year events;
 - e. Public utility easement.
 3. Provide as part of the required parkland, twenty (20) foot wide, pedestrian access easement to parkland or common area from public streets. Pedestrian access easements on hillsides may require additional width to accommodate switchbacks for trails, etc. Setbacks for structures other than fences adjacent to the access easement shall be a minimum of ten (10) feet. The governing body may require that the developer construct a trail leading into the park or common area.

Section VI-A-16 b. thru f. – Re-letter to c. thru g.

Section VI-A-16 g. h.

For the purposes of this park dedication requirement:

- a. “cash donation” means the fair market value of the unsubdivided, unimproved land
- b. Fair market value must be determined by a Montana State certified general real estate appraiser (as provided under MCA 37-54-201 et seq) hired and paid for by the subdivider. For the purposes of this regulation, appraisals are valid if prepared within six (6) months of the date of submittal of an application for final subdivision approval.
- c. “dwelling unit” means a residential structure in which a person or persons reside.

SECTION 2**Statutory Interpretation and Repealer:**

Any and all resolutions, ordinances and sections of the Livingston Municipal Code and parts thereof in conflict herewith are hereby repealed.

SECTION 3**Severability:**

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provision or application and, to this end, the provisions of this ordinance are declared to be severable.

SECTION 4**Savings Provision:**

This ordinance does not affect the rights and duties that matured, penalties and assessments that were incurred or proceedings that began before the effective date of this ordinance.

SECTION 5**Effective Date:**

This ordinance will become effective 30 days after second and final adoption.

PASSED by the City Commission of the City of Livingston, Montana, on first reading on the _____ day of April, 2018.

DOREL HOGLUND – Chairperson

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
Livingston City Attorney

PASSED, ADOPTED AND APPROVED by the City Commission of the City of Livingston, Montana, on second reading at a regular session thereof held on the _____ day of May, 2018.

DOREL HOGLUND - Chairperson

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
Livingston City Attorney

NOTICE

The public is invited to attend and comment at a public hearing to be held on May 1, 2018, at 6:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on the second reading of **ORDINANCE NO. 2069** entitled **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE CITY'S SUBDIVISION REGULATIONS AS ADOPTED BY ORDINANCE 1982 AND CODIFIED IN CHAPTER 28 OF THE LIVINGSTON MUNICIPAL CODE, BY MODIFYING THE PARKLAND DEDICATION REQUIREMENTS**. A copy of the ordinance is available for inspection at the City Office, 414 East Callender Street, Livingston, MT 59047. For further information call the City Attorney at (406)823-6007.

(Notice must be published twice at least 6 days apart. (7-1-4127(6) and posted on the City Bulletin Board, and copies available for the public (7-5-103 MCA).

□

Backup material for agenda item:

- A. RESOLUTION NO. 4788 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A SOFTWARE LICENSE AGREEMENT WITH LAW ENFORCEMENT SUPPORT SERVICES, INC. ("LESS, INC.") INTENDED TO BE USED BY LAW ENFORCEMENT AGENCIES TO ASSIST IN DRAFTING AND OBTAINING SEARCH WARRANTS AND OTHER DOCUMENTS.



Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Resolution No: 4788

Requested by: Dale Johnson, Police Chief

Date of First Consideration/Status: April 17, 2018

Purpose of Legislation: The purpose of Resolution 4788 is to provide a software licensing agreement between the City of Livingston and Law Enforcement Support Services, Inc. (“LESS, INC.”) for software which is intended to be used by law enforcement agencies, including the Livingston Police Department and Park County Sheriff’s Department to assist in drafting and obtaining search warrants and other documents.

Statutory Authority/Reference: N/A

Background: The Livingston Police Department, through the City of Livingston, and the Park County Sheriff’s Department, through Park County, identified the need for a computerized software system to draft and request search warrants and other documents from a city judge, county judge or district judge during non-business hours.

Staff Recommendation: Approval of Software Licensing Agreement

Fiscal Impact: \$1,800.00
(department & line-item # _____)

Regulatory Impact (local):

Attachments: Attached Software License Agreement between the City of Livingston and “LESS, INC.”

RESOLUTION NO. 4788

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A SOFTWARE LICENSE AGREEMENT WITH LAW ENFORCEMENT SUPPORT SERVICES, INC. (“LESS, INC.”) INTENDED TO BE USED BY LAW ENFORCEMENT AGENCIES TO ASSIST IN DRAFTING AND OBTAINNG SEARCH WARRANTS AND OTHER DOCUMENTS.

WHEREAS, the Law Enforcement Support Services, Inc. (“LESS, INC”), is engaged in the business of designing and developing computer software and has developed a web-based computer application located at <https://securewarrant.com> (“SOFTWARE”) which is intended to be used by law enforcement agencies to assist in drafting and obtaining search warrants and other documents; and

WHEREAS, the Livingston Police Department is a law enforcement agency authorized under the laws of the state of Montana, and desires to utilize the SOFTWARE; and

WHEREAS, the City of Livingston and “LESS, INC.” desire to work together and also desire to define their respective rights, duties and obligations in connection with their relationship and, as a result, the Parties desire to process under the terms and conditions contained in the attached agreement; and

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

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

On the City of Livingston’s behalf, the City Manager is hereby authorized to sign the Software License Agreement with Law Enforcement Support Services, Inc. (“LESS, INC.”)

PASSED AND ADOPTED by the City Commission of the City of Livingston, this _____ day of April, 2018.

DOREL HOGLUND – Chairperson

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
City Attorney

SOFTWARE LICENSE AGREEMENT

Law Enforcement Support Services, Inc. (“LESS, INC.”), a statutory closely held corporation of the State of Montana, and the Livingston Police Department (“AGENCY”), a law enforcement agency operating within the State of Montana, hereby enter into this *Software License Agreement* on April 3, 2018.

RECITALS

WHEREAS, LESS, INC. is engaged in the business of designing and developing computer software and has developed a web-based computer application located at <https://securewarrant.com> (“SOFTWARE”), which is intended to be used by law enforcement agencies to assist in drafting and obtaining search warrants and other documents;

WHEREAS, the AGENCY is a law enforcement agency authorized under the laws of the State of Montana, and desires to utilize the SOFTWARE; and

WHEREAS, LESS INC. and the AGENCY believe that it is in their mutual interest to enter into this *Software License Agreement* whereby the AGENCY would use the SOFTWARE belonging to LESS, INC., pursuant to the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this *Software License Agreement*, LESS, INC. and the AGENCY hereby agree as follows:

1. **LICENSE:** LESS, INC., hereby grants to the AGENCY a limited, terminable, nonexclusive, and non-assignable license to use the SOFTWARE in connection with its law enforcement activities. No right or license is being conveyed to the AGENCY to use the SOFTWARE for any other purpose. The AGENCY acknowledges that the SOFTWARE is provided under license, and not sold, to the AGENCY, and that the AGENCY acquires no ownership interest in the SOFTWARE, or rights other than those granted under the terms, conditions and restrictions of this *Software License Agreement*.
2. **TERM:** This *Software License Agreement* shall be effective as of the date of execution by both parties and shall extend until the end of the calendar year, unless otherwise terminated pursuant this agreement. This *Software License Agreement* shall be automatically renewed on an annual basis unless the AGENCY provides LESS, INC.

with written notification of its intent not to renew the *Software License Agreement*.

Notice shall be provided at least thirty (30) days prior to the end of the calendar year.

3. **COMPENSATION:** In consideration for the license granted herein, and during the term of this *Software License Agreement*, the AGENCY agrees to pay to LESS, INC. the fees and costs recited in Schedule A.
4. **CONFIDENTIALITY:** The AGENCY recognizes that the SOFTWARE is the proprietary and confidential property of LESS, INC. The AGENCY further agrees to take all reasonable precautions to protect and preserve the confidentiality of the SOFTWARE and shall assume responsibility and warrant that its employees will similarly protect and preserve the proprietary nature and confidentiality of the SOFTWARE against third parties. The AGENCY may disclose the existence and/or use of the SOFTWARE.
5. **LOGIN CREDENTIALS:** The AGENCY shall be responsible for keeping user account login credentials (username and password) confidential and shall not share them with unauthorized users. If the AGENCY or the AGENCY user discloses login credentials to an unauthorized user, the AGENCY is solely responsible for any use, disclosure, additions, deletions and modifications of the SOFTWARE, or any end user data, and the damages that may arise therefrom. In addition, if the disclosure results in a third-party acquiring the source code or other confidential and proprietary information owned by LESS, INC., the AGENCY shall be liable to LESS, INC. for all damages arising therefrom. In the event of such a disclosure, inadvertent or otherwise, the AGENCY shall immediately notify LESS, INC. of the disclosure, and shall cooperate with LESS, INC. to rectify the same. LESS, INC. shall not disclose login credentials to third parties.
6. **TRANSFER:** The AGENCY may not rent, lease, lend, sell, redistribute, or sublicense the SOFTWARE. The AGENCY assumes responsibility that its employees shall be similarly prohibited. The provisions of this clause are perpetual and shall survive termination of this *Software License Agreement*.
7. **REVERSE ENGINEERING:** The AGENCY may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the SOFTWARE. The AGENCY assumes responsibility and warrants that its employees shall be similarly prohibited. The provisions of this clause are perpetual and shall survive termination of this *Software License Agreement*.

8. **WARRANTIES:** All electronic information located at <https://securewarrant.com> and the SOFTWARE is provided “as is” without representation or warranty of any kind, including as to suitability, reliability, applicability, merchantability, fitness, non-infringement, result, outcome, or any other matter. LESS, INC., does not warrant that such information is or will always be up-to-date, complete, or accurate. Any representation or warranty that might be otherwise implied is expressly disclaimed. The SOFTWARE is provided to the AGENCY “as is” and “as available.” LESS, INC., does not guarantee or warrant continuous, uninterrupted or secure access to the Software. **THE WARRANTY PROVIDED FOR HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THAT MAY ARISE EITHER BY AGREEMENT BETWEEN THE PARTIES OR BY OPERATION OF LAW, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** AGENCY also acknowledges that every business decision involves an assumption of risk and that LESS, INC. does not and will not, in furnishing the SOFTWARE and related service to AGENCY, underwrite that risk in any manner whatsoever. AGENCY therefore agrees that LESS, INC. shall not be liable for any loss, damage or injury caused in whole or in part by LESS, INC.’s negligence in procuring, compiling, interpreting or delivering the SOFTWARE and related service.
9. **REMEDY:** In the event of a claim by the AGENCY under the warranty identified in § 8, LESS, INC. shall have the option to either repair or replace the Software. In the event that LESS, INC. is unable to repair or replace the Software within a reasonable period of time, the AGENCY’s sole recourse shall be to terminate the *Software License Agreement* and LESS, INC.’s sole obligation shall be to return any fees paid by the AGENCY for that calendar year. In no event shall LESS, INC. be liable for any incidental, consequential, or punitive damages as a result of its performance or breach of this *Software License Agreement*.
10. **IMPROVEMENTS:** Any improvements or modifications made by LESS, INC. to the SOFTWARE shall be promptly provided to the AGENCY and shall be automatically included in this *Software License Agreement*. LESS, INC. may from time to time in its sole discretion develop and provide SOFTWARE updates, which may include upgrades, bug fixes, patches and other error corrections or new features. Updates may also modify

or delete entirely certain features and functionality. The AGENCY agrees that LESS, INC. has no obligation to provide any updates or to continue to provide or enable any particular features or functionality; provided, however, that the discontinuance, removal or disengagement of any service, feature or function deemed by the AGENCY to be essential shall be grounds for termination of this agreement by the AGENCY.

11. TERMINATION: The following termination rights are in addition to the termination rights that may be provided elsewhere in the *Software License Agreement*:

- a. Right to Terminate During Evaluation Period.** The AGENCY shall have thirty (30) days to evaluate the SOFTWARE from the execution of the *Software License Agreement*. The AGENCY may terminate the *Software License Agreement* during this time period for any reason. Any fees and costs shall be refunded as set forth in Schedule A.
- b. Right to Terminate Upon Notice.** Either party may terminate this *Software License Agreement* at any time after the evaluation period provided for in § 11(a), by providing written notice to the other party.

12. CRIMINAL JUSTICE INFORMATION: The AGENCY warrants to LESS, INC., that it is a criminal justice agency as defined by § 44-5-103(7), MCA, and that it is permitted to collect, process, and preserve criminal justice information pursuant to § 44-5-201, MCA. The AGENCY agrees that its use of the SOFTWARE shall be in accordance with § 44-5-101 et seq., MCA. LESS, INC. agrees that it shall maintain criminal justice information system security in accordance with § 44-5-401, MCA. AGENCY represents and warrants that it will only use the SOFTWARE and related services for lawful purposes.

13. LIMITED INDEMNITY: LESS, INC. and the AGENCY recognize and acknowledge that a criminal defendant who is the subject of a warrant procured or arising from AGENCY's use of the SOFTWARE, or related services, could subpoena LESS, INC.'s records and officers, and that responding to such a subpoena would cause LESS, INC. to suffer significant financial hardship. In recognition and acknowledgment of this potential risk and financial hardship, the parties recognize and acknowledge that part of the consideration for use of the SOFTWARE and related services provided, and in addition to the present cost as set forth on Schedule A, is that AGENCY shall have a duty to

defend and indemnify the fees, costs and expenses that LESS, INC., incurs in responding to such a subpoena.

14. **LEGAL ADVICE:** The AGENCY acknowledges that all communication of information to or from LESS, INC., or to or from or relating to the use of the SOFTWARE, shall not constitute the practice of law as defined by § 37-61-201, MCA. No communication shall constitute or create an attorney-client relationship. No communication shall constitute solicitation or legal advice.
15. **CONFLICT OF INTEREST:** LESS, INC. and its shareholders may have an interest in this *Software License Agreement* which would be prohibited by § 2-2-201 et seq., MCA., based upon the current employment of Thorin Geist by the Ravalli County Attorney's Office. As such, the fees set forth in Schedule A shall be waived. The AGENCY shall be permitted to use the SOFTWARE free of charge for so long as Thorin Geist remains employed by the Ravalli County Attorney's Office. LESS, INC. and the AGENCY agree that the development and use of the SOFTWARE has not been and will not constitute a violation of § 2-2-104, MCA.
16. **ASSIGNABILITY:** The license granted hereunder is personal to the AGENCY and may not be assigned by any act of the AGENCY or by operation of law, unless made in connection with a transfer of substantially all the assets of AGENCY or with the consent of LESS, INC.
17. **COPYRIGHT/TRADEMARK:** Unless otherwise noted, all materials, including but not limited to images, illustrations, designs, icons, photographs, video clips, software, software codes, algorithms, data, and written and other materials that are part of <https://securewarrant.com>, or any other website maintained, owned or operated by LESS, INC., are protected under copyright laws and are the trademarks and/or other intellectual property owned, controlled or licensed by LESS, INC.
18. **CHOICE OF LAW/VENUE:** This *Software License Agreement* shall be governed and interpreted by the laws of the State of Montana. Missoula County, Montana, shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. LESS, INC. and the AGENCY hereby consent to such personal and exclusive jurisdiction.
19. **DISPUTE RESOLUTION:** LESS, INC. and the AGENCY agree to encourage the amicable resolution of disputes involving the SOFTWARE and services related thereto,

and to avoid the financial costs of litigation if at all possible. Accordingly, LESS, INC. and the AGENCY covenants and agrees that all claims, grievances, or disputes between LESS, INC. and the AGENCY, including, without limitation, claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of this *Software License Agreement* (collectively “Claim”), shall be subject to the following:

- a. Any Party having a Claim (“Claimant”) against any other Party (“Respondent”) shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until it has complied with the following procedures:
 - i. **Notice**. The Claimant shall notify each Respondent in writing of the Claim (the “Notice”), stating plainly and concisely:
 1. The nature of the Claim;
 2. The basis of the Claim; and
 3. What remedy the Claimant seeks.
 - ii. **Negotiation**. Each Claimant and Respondent (the “Parties”) shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. Upon receipt of a written request from any Party, accompanied by a copy of the Notice, either Party may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the Parties and to the welfare of the community.
 - iii. **Mediation**. If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties, and described as “Termination of Negotiations”), Claimant shall have thirty (30) additional days within which to submit the Claim to a neutral Mediator. The Mediation procedure shall be as follows: each party shall submit the names of two proposed Mediators, and one (1) Mediator shall be chosen from the names submitted. If the Parties cannot agree upon a Mediator, a Mediator shall be chosen by Scott Gratton, Esq., BROWN LAW FIRM, 406.830.3248.

b. **Final and Binding Arbitration.** If the Parties do not resolve the Claim through mediation, the Claimant shall have thirty (30) days following termination (as determined by the mediator) of mediation proceedings (“Termination of Mediation”) to submit the Claim to arbitration in accordance with the Montana Uniform Arbitration Act, § 27-5-101, MCA, et. seq. Subsection (d) is an agreement of the Parties to arbitrate all Claims and is specifically enforceable under the applicable arbitration law of the State of Montana. The arbitration award (the “Award”) shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Montana.

20. **SEVERABILITY:** If any provision of this *Software License Agreement* is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the *Software License Agreement*.

21. **NOTICES:** Any notice required to be given pursuant to this *Software License Agreement* shall be in writing and mailed by certified mail, or delivered by a national overnight express service. Either party may change the address to which notice or payment is to be sent by written notice to the other party pursuant to the provisions of this paragraph. Invoices for costs and fees set forth in Schedule A may be provided by email.

22. **AGREEMENT BINDING ON SUCCESSORS:** This *Software License Agreement* shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

23. **ORIGINAL AGREEMENT:** LESS, INC., shall retain the original *Software License Agreement*, which shall be available for review by the AGENCY during normal business hours in Ravalli County, Montana. The AGENCY shall retain a copy of the *Software License Agreement*.

24. **HEADINGS:** Headings used in this *Software License Agreement* are for convenience only and shall not be used to interpret or construe its provisions.

25. **LABELS:** The term “parties” shall include LESS, INC., and the AGENCY.

26. **MCA:** Any reference to the laws of the State of Montana are for the laws that are in effect as of the date of this *Software License Agreement*.

27. **ENTIRE AGREEMENT:** This *Software License Agreement* contains the entire understanding of the parties and shall not be modified or amended, except in a separate written document labeled “Addendum to Software License Agreement” and thereafter signed by parties. This *Software License Agreement* shall take precedence over any other document that may be in conflict therewith.

DATED on April 3, 2018.

Thorin Geist, President
Law Enforcement Support Services, Inc.

DATED on April 3, 2018.

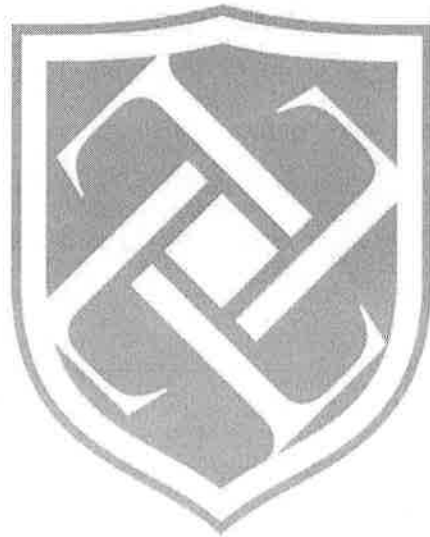
Mike Kardoes, City Manager
City of Livingston for Livingston Police
Department



SCHEDULE A

1. **INITIATION FEE:** The AGENCY agrees to pay an initiation fee to LESS, INC. in the sum of **\$0.00** per each full-time law enforcement officer employed by the AGENCY, to set up and initiate the SOFTWARE. LESS, INC. agrees to set up and initiate the AGENCY's users within thirty (30) days after the execution of the *Software License Agreement*.
2. **ANNUAL FEE:**
 - a. The AGENCY shall pay the sum of **\$150.00** per year for each full-time law enforcement officer employed by the AGENCY. The fee includes access by the county or city attorney, and all District Court judges, Justices of the Peace, and Municipal Judges, within the AGENCY's jurisdiction.
 - b. The AGENCY may also elect to pay the sum of **\$75.00** per year for any part-time law enforcement officer, part-time reserve officer, or any full-time or part-time support staff, employed by the AGENCY.
3. **INITIAL PAYMENT:** LESS, INC. shall send the AGENCY an invoice for the initiation and annual fees provided for in §§ 1-2. The annual fee shall be pro-rated based upon the actual number of calendar days remaining in the fiscal year. Payment shall be due within thirty (30) days of the invoice. LESS, INC., reserves the right to add a 10% fee for any late payment received.
4. **RENEWAL PAYEMENT:** The *Software License Agreement* shall be automatically renewed each calendar year. LESS, INC., shall send the AGENCY an invoice for the annual fees provided for in § 2 on or before the first day of July in any given calendar year. Payment shall be due within thirty (30) days of the invoice. LESS, INC., reserves the right to add a 10% fee for any late payment received. An additional fee of 3.4% of the total invoice shall be added for a credit card payment.
5. **UPDATES:** The AGENCY may periodically wish to update users who have access to the SOFTWARE. Updates shall be made free of charge and shall not incur an initiation fee. Any increase in the total number of users shall be paid as provided for in §§ 2-4.
6. **REFUNDS:** The AGENCY shall have thirty (30) days from the execution of the *Software License Agreement* to evaluate the SOFTWARE. The AGENCY may

terminate the *Software License Agreement* at any time during this thirty (30) day period and LESS, INC. shall refund all annual fees paid. After the thirty (30) day period no refunds shall be provided.



CITY OF LIVINGSTON FISCAL NOTE

Ordinance # _____
 Resolution # 4788

Fiscal Analysis Assumptions

•This resolution authorizes the City Manager to sign a software license agreement with Law Enforcement Support Services, Inc. (LESS) This software will be shared among City and County law enforcement, attorneys, and courts. The purpose of this software is to issue electronic warrants.

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

<u>Costs by Object</u>	<u>FY 18</u>	<u>FY 19</u>	<u>FY 20</u>
Personnel			
Operating		\$ 1,800	\$ 1,800
Capital			
Debt Service			
Total Costs	<u>\$ -</u>	<u>\$ 1,800</u>	<u>\$ 1,800</u>

<u>Funding Source</u>	<u>FY 18</u>	<u>FY 19</u>	<u>FY 20</u>
Fund Name General		\$ 1,800	\$ 1,800
Total	<u>\$ -</u>	<u>\$ 1,800</u>	<u>\$ 1,800</u>

Signature Paige Fetterhoff
 Date 4/12/2018

Backup material for agenda item:

- A. DISCUSS/APPROVE/DENY - Request from Habitat for Humanity for various fee waivers**



230 Arden Dr., Belgrade, MT. 59714
Office: 406-388-8225
ReStore 406-388-2851 Fax 406-388-8226

April 5, 2018

Michael Kardoes, City Manager
City Commissioners
414 E Callender St.
Livingston, MT 59047

Dear Mr. Kardoes; City Commissioners

Habitat for Humanity of Gallatin Valley, Inc., would like to request the following reduction in fees associated with the construction of an affordable house for a family that is making 60% or less of your AMI that is homeowner ready.

As you may know, HfHGV serves both Park and Gallatin Counties. Currently we have four partner families in Park County, two of which are within the City of Livingston. We are also doing Critical Repair work on two homes in Livingston and have completed two others over the past three years.

Now we have an opportunity through the donation of a lot in the Discovery Vista Subdivision to add to the stock of affordable housing. We vet our partner families not only for the ability to repay a mortgage but also establish a mortgage that does not exceed 30% of their gross monthly income.

To achieve these criteria, we rely on volunteers, discounts from vendors and suppliers, and help from the local government in support of our program.

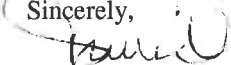
These have taken various forms, including fee reduction, fee removal, and long-term liens on the property as long as it remains affordable to low income families.

Therefore, we would like to request the following:

1. That Building Permit Fees be limited to \$933.75; or be waived completely.
2. That Inspection fees be waived completely
3. That Impact fees become a lien on the property. This lien would be on the property for a period of ten years, at which time it would be forgiven. If the home is sold to another low-income family, the lien begins another 10-year cycle. Should the property be sold on the open market, the impact fees are due to the City of Livingston at the time of closing.
4. We would pay the meter fee.

Thank you for considering our request.

Sincerely,


J. David Magistrelli,
Executive Director

Backup material for agenda item:

- B. DISCUSS/APPROVE/DENY - Joe Brooks Chapter of Trout Unlimited request for fee waiver for solid waste for river clean up

April 12, 2018

Dear Commissioners,

Joe Brooks Chapter of Trout Unlimited is organizing the fourteenth annual clean up of the Yellowstone River on Saturday April 21. We would like to take this opportunity to thank the City of Livingston for its past support, and again this year respectfully request a waiver of the tipping fees for the trash our volunteers collect that day. Last year we removed 2520 pounds of trash from the river between the Carbella fishing access site and Springdale. Since 2005 volunteers have collected over 80,000 pounds of trash from the river and its banks. Thank you for your consideration.

River clean up coordinator
Jeffrey Ladewig