



Livingston City Commission Agenda

March 20, 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. Consent Items

- A. CONSENT -Approve minutes from regular 3.6.18 Commission meeting Page 4**
- B. CONSENT - Approve Bills and Claims Page 9**
- C. CONSENT - Approve the application of James Bennett to the Skate Park Committee Page 24**
- D. CONSENT – Approve the application of Ray Sundling to the City/County Airport Board Page 26**

6. Proclamations

7. Scheduled Public Comment

- A. SCHEDULED PUBLIC COMMENT - Parks and Trails Committee representatives Mike Gomez and Jeanne - Marie Souvigny with update regarding Parks and Trails**
- B. SCHEDULED PUBLIC COMMENT - Karla Pettit, Urban Renewal Agency regarding URA bonding recommendation Page 29**

8. Public Hearings

- A. ORDINANCE NO. 2068- AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, ESTABLISHING A CIVIL OFFENSE OF INTERFERRING WITH THE STREET SWEEPER AND ESTABLISHING A PENALTY. Page 32**

9. Ordinances

10. Resolutions

- A. RESOLUTION NO. 4786 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH CASELLE, INC. Page 38**

11. Action Items

- A. DISCUSS/APPROVE/DENY - Urban Renewal Agency recommendation for 15 year bond**
- B. ACTION - Discuss schedule for next strategic planning meeting**

12. Public Comment

- 13. City Manager Comments
- 14. Commissioner Comments
- 15. Adjournment

Calendar of Events

- March 14, 2018 - 8:30 a.m. - Urban Renewal Agency Special Meeting, Community Room, City/County Complex**
- March 15, 2018 - 9:00 a.m. - Public Works - Community Meeting - downtown construction meeting, Community Room, City/County Complex**
- March 20, 2018 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex**
- March 20, 2018 - 10:15 a.m. - Vernal Equinox**
- March 21, 2018 - 8:30 a.m. - Urban Renewal Agency regular meeting, Community Room, City/County Complex**
- March 21, 2018 - 12:30 p.m. - City Tree Board regular meeting, East Room, City/County Complex**
- March 21, 2018 - 4:00 p.m. - Livingston Park County Library Board regular meeting, Livingston Park County Library 228 W. Callender**
- March 21, 2018 - 5:30 p.m. - Planning Board regular meeting, Community Room, City/County Complex**
- March 22, 2018 - National Goof Off Day**
- March 28, 2018 - 6:00 p.m. - Parks and Trails regular meeting, Community Room, City/County Complex**
- April 3, 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. Approve minutes from regular 3.6.18 Commission meeting

**LIVINGSTON CITY COMMISSION
MINUTES**

**March 6, 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 (00:02:10)**
 - A. CONSENT - Approve minutes for regular 2.20.18 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**
- 7. Scheduled Public Comment (00:02:30)**
 - A. SCHEDULED PUBLIC COMMENT - Planning Board representative Adam Stern to provide an update regarding developing land-use policies for large format retail establishments, revising parkland dedication requirements, obtaining funding for a new Growth Policy, and filling the open seat on the Planning Board. Adam Stern, Becky Blakeman and Peter Fox represented the Board.**
- 8. Public Hearings**
 - A. ORDINANCE NO. 2067 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 8-5 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED "DAILY ACCOUNT OF FUNDS COLLECTED; MONTHLY REPORT, CONTENTS" AND SPECIFICALLY AMENDING THE PROCEDURE, CONTENT AND TIME OF THE CITY COURT MONTHLY REPORT. (00:22:00)**
 - Schwarz made a motion to pass Ordinance No. 2067. Friedman seconded.
 - All in favor, motion passed 5-0.

9. Ordinances

A. ORDINANCE NO. 2068 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTABLISHING A CIVIL OFFENSE OF INTERFERING WITH THE STREET SWEEPER AND ESTABLISHING A PENALTY. (00:25:00)

- Patricia Grabow made comments (00:26:53)
- James Bennett made comments (00:29:46)
- Don Platek made comments (00:31:37)
- Schwarz made a motion to pass Ordinance No. 2068. Friedman seconded.
 - All in favor, motion passed 5-0.

10. Resolutions

A. RESOLUTION NO. 4781 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN AGREEMENT WITH THE MONTANA HISTORIC PRESERVATION OFFICE FOR GRANT FOR LOCAL HISTORIC PRESERVATION FOR PERIOD APRIL 1, 2018 TO MARCH 31, 2019. (00:35:28)

- Friedman made a motion to pass Resolution No. 4781. Mabie seconded.
 - All in favor, motion passed 5-0.

B. RESOLUTION NO. 4782 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, REQUESTING DISTRIBUTION OF BRIDGE AND ROAD SAFETY AND ACCOUNTABILITY PROGRAM FUNDS. (00:37:50)

- Friedman made a motion to pass Resolution No. 4782. Mabie seconded.
 - All in favor, motion passed 5-0.

C. RESOLUTION NO. 4783 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH PARK COUNTY TO ESTABLISH A CHAPTER IN THE CITY/COUNTY COMPACT CREATING A PLANNING BOARD SUB-COMMITTEE. (00:39:40)

- Peter Fox made comments (00:39:40)
- James Bennett made comments (00:43:10)
- Patricia Grabow made comments (00:47:08)
- Friedman made a motion to pass Resolution No. 4783. Schwarz seconded.
 - All in favor, motion passed 5-0.

D. RESOLUTION NO. 4784 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH COP CONSTRUCTION LLC. (00:50:00)

- Sandberg made a motion to pass Resolution No. 4784 with the amendment to include financial reporting from the City Manager regarding all overages and contingencies. Mabie seconded.
 - All in favor, motion passed 5-0.

E. RESOLUTION NO. 4785 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH EVERGREEN SKATEPARKS, LLC. (00:55:12)

- Derek Smith made comments (01:02:20)
- Lincoln Jamrog made comments (01:06:50)
- Colleen Ferris made comments (01:09:00)
- James Bennett made comments (01:10:00)
- Patricia Grabow made comments (01:11:20)
- Erica Lighthiser made comments (01:12:50)
- James Bennett made comments (01:15:50)
- Schwarz made a motion to approve Resolution No. 4785 with option #3 as stated in the packet, contingent upon URA approval. Friedman seconded.
 - Motion passed 4-1. (Sandberg opposed.)

11. Action Items

A. DISCUSS/APPROVE/DENY - Laura Rhodes, DVM regarding fee waiver for civic center for clinic for rattlesnake vaccination clinic. (01:27:00)

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

B. DISCUSS/APPROVE/DENY - MOU with AFSCME regarding seasonal employees. (01:27:00)

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

C. DISCUSS/APPROVE/DENY - MOU with AFSCME regarding summer schedule (01:30:20)

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

D. DISCUSS/APPROVE/DENY - Letter of Support regarding proposed BLM project.

- Action Item D. tabled until a future meeting.

E. DISCUSS/APPROVE/DENY – Livingston Fire & Rescue Memorandum of Understanding with IAFF Local 630. (01:31:20)

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

12. Public Comments

- Guy from MT Cup made comments (01:32:10)
- Colleen Ferris made comments (01:35:25)
- Jeannette Blank made comments (01:36:40)
- Erica Lighthiser made comments (01:40:00)
- Jeannette Blank made comments (01:40:50)
- Michael DeChellis made comments (01:41:00)
- Laura Rhodes made comments (01:45:10)
- Leslie Feigel made comments (01:45:50)
- Patricia Grabow made comments (01:50:20)

13. City Manager Comments (01:53:10)

14. City Commission Comments

- Commissioner Mabie made comments (01:58:50)
- Commissioner Sandberg made comments (01:59:40)
- Commissioner Friedman made comments (02:16:10)
- Commissioner Schwarz made comments (02:19:09)
- Chairperson Hoglund made comments (02:20:50)

15. Adjournment (02:39:39) 9:12 p.m.

Backup material for agenda item:

B. CONSENT - Approve Bills and Claims

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35059		3390	TD&H ENGINEERING, INC	16,760.40					
	11898	02/14/18	034 Water Master Plan	4,373.75			5210 502 430520	960	102190
	11896	02/14/18	033 Dicoverly Vista	281.13			5310 503 430610	352	101000
	11896	02/14/18	033 Dicoverly Vista	281.13			5210 502 430515	350	101000
	11896	02/14/18	033 Dicoverly Vista	281.14			2500 151 430220	352	101000
	11896	02/14/18	029 LHC	67.25			5310 503 430610	352	101000
	11896	02/14/18	032 Northtown Sub.	81.00			5210 502 430515	350	101000
	11896	02/14/18	032 Northtown Sub.	201.75			2500 151 430220	352	101000
	11896	02/14/18	036 Northside Transp. Plan	27.50			2399 151 430240	960	102075
	11899	02/14/18	023 Downtown CIP Curb ext. des	603.50			2500 151 430240	960	101000
	11899	02/14/18	Construction Management	3,258.73			2500 151 430240	960	101000
	11899	02/14/18	Construction Management	4,749.28			5210 502 430520	960	101000
	11899	02/14/18	Construction Management	2,554.24			5310 503 430630	960	101000
35075		23	CARQUEST AUTO PARTS	99.89					
	1912402988	02/21/18	Battery	97.49			5310 503 430625	232	101000
	1912403152	02/22/18	Glass clnr	2.40*			2500 151 430240	232	101000
35076		294	CHAPPELL'S BODY SHOP, INC.	476.17					
	15908	02/21/18	13 GMC 1500	476.17			5210 502 430515	362	101000
35077		3491	COFFMAN'S PEAK ELECTRIC, LLC	224.24					
	1179	02/26/18	Bluebird well	224.24			5210 502 430515	361	101000
35078		2904	FISHER SAND AND GRAVEL	3,349.29					
	57673	02/17/18	Concrete rock	902.18*			5210 502 430515	231	101000
	57673	02/17/18	Road gravel	1,427.90			2820 210 430240	451	101000
	57673	02/17/18	Crusher fines	1,019.21*			2820 210 430240	450	101000
35079		54	GATEWAY OFFICE SUPPLY	16.59					
	39821	02/26/18	UPS	16.59			5210 502 430515	355	101000
35080		15	JOHN DEERE FINANCIAL	4.42					
	514236	02/21/18	Pin	4.42			5310 503 430625	231	101000
35081		1390	KEN'S EQUIPMENT REPAIR, INC	93.50					
	50332	01/12/18	Generator	93.50*			5310 503 430625	361	101000
35082		26	LIVINGSTON ACE HARDWARE -	86.31					
	C38420	02/16/18	Tape and nozzle twist	20.56*			5210 502 430515	231	101000
	C40103	02/21/18	Supplies	54.97			5310 503 430625	231	101000
	C40718	02/23/18	Shop	10.78			1000 155 460430	231	101000

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35083		3688 MURDOCH'S RANCH & HOME SUPPLY		324.95					
	00891	02/26/18 Helmet		124.98			2500 151 430240	255	101000
	00886	02/23/18 Chaps		179.98			2500 151 430240	255	101000
	00885	02/23/18 Mill black		19.99*			5210 502 430515	231	101000
35084		2109 ROCKY MOUNTAIN TRUCK CENTER,		259.90					
	C001110730	02/12/18 Light		259.90			5310 503 430625	231	101000
35085		1730 SCHAEFFER MFG CO.		1,258.10					
	AEQ2151	02/23/18 Synshield and red supreme		1,258.10*			1000 123 411700	236	101000
35086		3564 ULINE		167.04					
	94892490	02/14/18 Oil only sock		167.04			2500 151 430240	233	101000
35092		151 NORTHWESTERN ENERGY		9,470.87					
	0709877-5	02/07/18 200 E Reservoir		434.31			5210 502 430515	341	101000
	0719271-9	02/07/18 601 Robin Lane - Well		1,474.32			5210 502 430515	341	101000
	0719272-7	02/07/18 4 Billman Lane - Well		1,663.43			5210 502 430515	341	101000
	0709882-5	02/13/18 229 River Dr. Pump Civic Ce		14.56			5210 502 430515	341	101000
	0708370-2	02/13/18 8th and Park sprinklers		6.35			1000 155 430950	341	101000
	0719373-3	02/13/18 229 River Dr.		8.93			1000 155 430950	341	101000
	0720113-0	02/08/18 229 River Dr. CC building		236.20			1000 155 430950	341	101000
	0709880-9	02/08/18 200 River Dr. Pool		234.05			1000 155 460445	341	101000
	0709881-7	02/08/18 229 River Dr. Civic Center		1,379.65			1000 155 460442	341	101000
	0719358-4	02/14/18 Street lights		3,868.03			2400 420100	340	101000
	0720122-1	02/13/18 400 North M		12.73			2400 420100	340	101000
	0802599-1	02/13/18 608 W. Chinook		74.65			2400 420100	340	101000
	0933715-5	02/13/18 710 W. Callender		63.66			2400 420100	340	101000
35095		3298 EXEC U CARE SERVICES, INC.		400.00					
	1480	02/27/18 PW Cleaning		66.66			5210 502 430510	224	101000
	1480	02/27/18 PW Cleaning		66.66			5310 503 430610	224	101000
	1480	02/27/18 PW Cleaning		66.67			5410 504 430820	224	101000
	1480	02/27/18 PW Cleaning		66.67			2500 151 430220	224	101000
	1480	02/27/18 PW Cleaning		66.67			1000 155 430100	224	101000
	1480	02/27/18 PW Cleaning		66.67*			1000 106 411030	220	101000
35097		23 CARQUEST AUTO PARTS		27.43					
	1912403725	03/01/18 Oil filter and swivel grip		26.23*			5410 504 430830	231	101000
	1912403240	02/23/18 Glass cleaner		1.20*			5410 504 430830	231	101000

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35098	139592	02/28/18	424 ENERGY LABORATORIES, INC. Eff. Comp.	167.00 167.00			5310 503 430640	355	101000
35099	1258	01/28/18	2919 FOUR CORNERS RECYCLING, LLC Plastic	1,296.40 220.00			5410 504 430840	388	101000
	1258	01/28/18	Pull fees	2,145.00			5410 504 430840	388	101000
	1258CM	01/28/18	Credit	-1,068.60			5410 504 430840	388	101000
35100	4743	02/24/18	3219 GALLATIN SCALES INC Scale repairs	322.50 322.50			5410 504 430830	361	101000
35102	0006738	02/15/18	1637 GOBLE SAMPSON ASSOCIATES, INC. Repl. check valve & rebuild k	361.51 361.51			5310 503 430640	231	101000
35103	1502944	02/14/18	2830 LEHRKIND'S COCA-COLA Water	10.50 10.50*			5410 504 430830	231	101000
35104	C40941	02/23/18	26 LIVINGSTON ACE HARDWARE - Supplies	98.08 98.08			5310 503 430640	231	101000
35105	29054	02/15/18	10 MOBILE REPAIR & WELDING, INC Straps for dumpster irons	60.00 60.00			5410 504 430830	361	101000
35106	402331	02/13/18	33 NORTH CENTRAL LABORATORIES Lab supplies	1,888.17 1,888.17			5310 503 430640	225	101000
35107	8025083	02/28/18	3472 UTILITIES UNDERGROUND LOCATION Locate notifications	47.10 23.55			5210 502 430515	317	101000
	8025083	02/28/18	Locate notifications	23.55			5310 503 430625	317	101000
35108	389622	03/01/18	2087 WISPWEST.NET Civic Center	56.30 46.30*			1000 155 430950	346	101000
	391924	03/01/18	Pool	10.00*			1000 155 430950	346	101000
35111	1912403678	03/01/18	23 CARQUEST AUTO PARTS Air element	179.99 72.00*			5410 504 430830	232	101000
	1912403195	02/23/18	Battery	107.99*			2500 151 430240	232	101000
35112	20291767	03/01/18	2671 COMDATA Fuel	2,250.46 905.46			5210 502 430515	236	101000
	20291767	03/01/18	Fuel	260.05			5310 503 430625	236	101000
	20291767	03/01/18	Fuel	421.45			1000 155 430950	236	101000
	20291767	03/01/18	Fuel	510.94			2500 151 430240	236	101000
	20291767	03/01/18	Fuel	122.08			5410 504 430830	236	101000

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	20291767	03/01/18	Fuel	30.48			1000 154 440640	236	101000
35113		2830	LEHRKIND'S COCA-COLA	33.00					
	1506128	03/01/18	Water	33.00			2500 151 430240	231	101000
35114		26	LIVINGSTON ACE HARDWARE -	15.18					
	C48030	03/01/18	Fastners	15.18			2500 151 430240	231	101000
35115		2991	TITAN MACHINERY	799.03					
	10523355	02/27/18	Parts	799.03*			2500 151 430240	232	101000
35116		533	T & E THE CAT RENTAL STORE	1,586.76					
	0431727	02/07/18	Cutting edge & nut & bolt	1,586.76*			2500 151 430240	232	101000
35117		162	CENTURYLINK	322.26					
	0082	02/16/18	City Shop 50%	31.28			2500 151 430220	343	101000
	0082	02/16/18	City Shop 12%	7.50			5310 503 430620	343	101000
	0082	02/16/18	City Shop 38 %	23.77			5410 504 430820	343	101000
	0149	02/16/18	Civic Center	98.94*			1000 109 460449	343	101000
	0083	02/16/18	Building Dept.	160.77			1000 143 420403	343	101000
35118		3020	SECURITY SOLUTIONS, INC.	35.52					
	8897-A	03/01/18	37% Alarm Monitoring	35.52			1000 121 411230	365	101000
35119		102	INDUSTRIAL TOWEL	38.65					
	45517	02/15/18	Rug maint, towels	38.65			1000 121 411230	360	101000
35120		3544	MAHER, LESA	240.00					
	17-18	03/05/18	Instructor @ Pool 24hrs	240.00*			1000 109 460445	316	101000
35121		3554	YELLOWSTONE PIONEER LODGE	330.00					
	Pool	03/05/18	Facility Rental - 24 Hours	330.00*			1000 109 460445	530	101000
35122		146	LIVINGSTON ENTERPRISE	994.00					
	142600	01/26/18	Sect. 00100 Invitation to Bid	256.00			5210 502 430520	983	101000
	142600	01/26/18	Sect. 00100 Invitation to Bid	256.00*			5310 503 430625	983	101000
	143176	02/19/18	URA meeting	18.00*			2310 470300	331	101000
	143220	02/21/18	Adv. for Bids Used Vacuum	128.00*			5310 503 430640	331	101000
	143219	02/21/18	Call for Bids - Used Vacuum	336.00*			5310 503 430640	331	101000

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
35123		2662 BOUND TREE MEDICAL, LLC		552.17								
	82788788	02/27/18 Patient Supplies		312.28			5510	142	420730	235		101000
	82782226	02/20/18 Patient Supplies		239.89			5510	142	420730	235		101000
35124		2595 TOWN & COUNTRY FOODS -		9.15								
	8236002	02/22/18 Cleaning Supplies		9.15*			5510	142	420730	220		101000
35125		3758 FIRE PROTECTION PUBLICATIONS		98.00								
	100210	02/19/18 411555 - Firefighting Manuel		98.00*			1000	141	420410	380		101000
35126		1920 HORIZON AUTO PARTS		13.49								
	816721	02/21/18 Maintenance Supply		13.49*			5510	142	420730	231		101000
35127		879 VERIZON WIRELESS		1,897.86								
	223-8483	02/20/18 Planning		18.74			1000	106	411030	347		101000
	222-8155	02/20/18 Rec. Dept.		74.57			1000	109	460449	347		101000
	223-2233	02/20/18 ATS		59.15			1000	109	460449	347		101000
	823-9535	02/20/18 City Pool		18.68			1000	109	460449	347		101000
	823-9870	02/20/18 ATS		74.57			1000	109	460449	347		101000
	223-7422	02/20/18 City Manager		67.15			1000	122	411300	347		101000
	223-2114	02/20/18 Fire		74.57*			1000	141	420400	347		101000
	223-3580	02/20/18 Fire		42.54*			1000	141	420400	347		101000
	223-8255	02/20/18 Fire		42.52*			1000	141	420400	347		101000
	224-0542	02/20/18 Fire		59.15*			1000	141	420400	347		101000
	224-2053	02/20/18 Fire Chief		59.15*			1000	141	420400	347		101000
	823-9928	02/20/18 Fire		42.52*			1000	141	420400	347		101000
	823-9929	02/20/18 Fire		42.52*			1000	141	420400	347		101000
	223-7258	02/20/18 Building		18.80*			1000	143	420403	347		101000
	823-9008	02/20/18 Code Enforcement		18.68*			1000	143	420403	347		101000
	223-2197	02/20/18 Animal Control		74.57			1000	154	440640	347		101000
	223-2195	02/20/18 Roaming		82.57			1000	155	430950	347		101000
	223-1359	02/20/18 Parks		18.68			1000	155	430950	347		101000
	223-6974	02/20/18 Roaming Jones		23.08			1000	155	430950	347		101000
	579-7702	02/20/18 Cemetery		31.13			1000	155	430950	347		101000
	570-0712	02/20/18 Dispatch		19.89			2300	132	420160	347		101000
	223-1823	02/20/18 Street		18.72			2500	151	430220	347		101000
	223-2196	02/20/18 Street		84.56			2500	151	430220	347		101000
	223-1469	02/20/18 Water Cell		74.57			5210	502	430515	347		101000
	223-1472	02/20/18 Water Cell		16.08			5210	502	430515	347		101000
	223-6565	02/20/18 Holmes - Water 1/2		34.57			5210	502	430515	347		101000
	223-8268	02/20/18 Whitman - Water 1/2		29.58			5210	502	430515	347		101000
	223-9101	02/20/18 Schweigert - Water 1/2		31.08			5210	502	430515	347		101000
	224-0836	02/20/18 McClure		19.14			5210	502	430515	347		101000
	224-5246	02/20/18 Tom's Ipad		30.02			5210	502	430515	347		101000

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Claim	Check	Invoice #/Inv Date	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	223-1470	02/20/18	Sewer	24.08			5310 503 430620	347	101000
	223-6565	02/20/18	Holmes - Sewer 1/2	34.57			5310 503 430620	347	101000
	223-7857	02/20/18	Sewer	18.68			5310 503 430620	347	101000
	223-8268	02/20/18	Whitman - Sewer 1/2	29.57			5310 503 430620	347	101000
	223-9101	02/20/18	Schweigert - Sewer 1/2	31.07			5310 503 430620	347	101000
	224-5022	02/20/18	WWTP - Dan	59.15			5310 503 430620	347	101000
	224-8119	02/20/18	WWTP - Pager	18.68			5310 503 430620	347	101000
	223-6314	02/20/18	Scale House	18.70			5410 504 430820	347	101000
	223-6948	02/20/18	Rich Stordalen	59.15			5410 504 430820	347	101000
	224-0509	02/20/18	Solid Waste - Van	69.14			5410 504 430820	347	101000
	224-2470	02/20/18	Transfer Station	23.97			5410 504 430820	347	101000
	224-2471	02/20/18	Solid Waste Truck	18.68			5410 504 430820	347	101000
	223-0167	02/20/18	EMS	60.26*			5510 142 420730	347	101000
	223-0168	02/20/18	EMS	18.68*			5510 142 420730	347	101000
	223-0169	02/20/18	EMS	18.68*			5510 142 420730	347	101000
	223-0340	02/20/18	EMS	74.57*			5510 142 420730	347	101000
	224-8678	02/20/18	Medic 2	18.68*			5510 142 420730	347	101000
35128		151	NORTHWESTERN ENERGY	5,593.00					
	25069759	01/25/18	Skate Park	5,593.00*			1000 151 460430	940	101000
35129		2998	STATE BAR OF MONTANA	495.00					
	18-19	03/01/18	Annual Dues and License	495.00*			1000 107 411100	333	101000
35130		3412	SKAGGS, MIKE	105.00					
	17-18	03/05/18	Futsal Instructor - 7 hours	105.00			1000 109 460449	316	101000
35131		3759	BARRETT, SHILOH	157.50					
	17-18	03/05/18	Futsal Instructor - 10.5 hours	157.50			1000 109 460449	316	101000
35132		54	GATEWAY OFFICE SUPPLY	149.05					
	39837	02/27/18	Paper	149.05*			1000 102 410360	200	101000
35133		292	UPS STORE #2420, THE	10.19					
	2795	02/28/18	LPD Shipment	10.19*			1000 131 420100	310	101000
35134		682	CENTRON SERVICES	280.63					
	3069	01/26/18	Parking Ticket collections	33.35			1000	351033	101000
	2164	01/26/18	Utility Collections	82.43			5210	342055	101000
	2164	01/26/18	Utility Collections	82.43			5310	342055	101000
	2164	01/26/18	Utility Collections	82.42			5410	342055	101000

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Claim	Check	Invoice #/Inv Date	Vendor #/Name/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35135	17-18	03/01/18	153 POWERS, DIANE Banks & Errands x16	32.00 32.00			1000 104 410550	130	101000
			# of Claims	51	Total:				53,544.55

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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35136		3733 Core&Main		435.60					
	464566	02/23/18 Meter pit		435.60*			5210 502 430625	231	101000
35137		54 GATEWAY OFFICE SUPPLY		7.35					
	39593	02/07/18 Envelopes and bubblewrap		7.35			2500 151 430240	231	101000
35138		98 GRAYBEAL'S ALL SERVICE		696.50					
	88310	01/02/18 PW heater repair		348.25			5210 502 430520	361	101000
	88310	01/02/18 PW heater repair		348.25			5310 503 430620	361	101000
35139		2863 KIMBALL MIDWEST		133.67					
	6179550	02/27/18 Shrink tubing		133.67*			2500 151 430240	232	101000
35140		26 LIVINGSTON ACE HARDWARE -		32.15					
	C42385	02/27/18 Strap and knife blades		18.17*			5210 502 430515	231	101000
	C43077	03/01/18 Great stuff		13.98*			5210 502 430515	231	101000
35142		112 MONTANA RAIL LINK		200.00					
	444057	03/01/18 Agreement 600679		100.00			5210 502 430510	535	101000
	444056	03/01/18 Agreements 600678		100.00*			5310 503 430610	535	101000
35143		2731 MONTANA WASTE SYSTEMS, INC		47,193.60					
	565488	02/28/18 Transfer fees		47,193.60			5410 504 430840	396	101000
35144		3016 MT WATERWORKS		1,692.90					
	25205	03/02/18 2" service material		887.30*			5210 502 430515	231	101000
	25206	03/02/18 Repair clamps		805.60*			5210 502 430515	231	101000
35145		2109 ROCKY MOUNTAIN TRUCK CENTER,		259.90					
	0011112490	02/27/18 Light		259.90*			5210 502 430515	232	101000
35146		1814 SPECIAL LUBE		61.00					
	54676	03/01/18 493785-B		61.00*			5210 502 430515	232	101000
35147		3353 STORY DISTRIBUTING		1,335.65					
	79827	03/06/18 Diesel 565g		1,306.85*			1000 123 411700	236	101000
	79827	03/06/18 Additive 36 oz		28.80*			1000 123 411700	236	101000
35148		3741 PRODUCTIVITY PLUS ACCOUNT		487.83					
	10534901	03/01/18 Broom link		533.28*			2500 151 430240	232	101000
	20180128CM	03/13/18 Refund finance charge		-45.45*			2500 151 430240	232	101000

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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35149		424 ENERGY LABORATORIES, INC.		102.00					
	141134	03/07/18 Eff Comp.		102.00			5310 503 430640	355	101000
35150		3387 J & H, Inc.		118.21					
	526109	03/07/18 Copier maintenance		23.64			5210 502 430515	368	101000
	526109	03/07/18 Copier maintenance		23.64			5310 503 430625	368	101000
	526109	03/07/18 Copier maintenance		23.64			5410 504 430830	368	101000
	526109	03/07/18 Copier maintenance		23.64			2500 151 430240	368	101000
	526109	03/07/18 Copier maintenance		23.65			1000 106 411030	368	101000
35151		2830 LEHRKIND'S COCA-COLA		8.25					
	1506129	03/01/18 Water		8.25			5310 503 430640	225	101000
35152		26 LIVINGSTON ACE HARDWARE -		94.32					
	C44856	03/06/18 Shop tools		94.32			1000 155 430930	361	101000
35153		3210 LIVINGSTON LOCKS & CLOCKS		16.50					
	125982	03/08/18 Duplicate keys		16.50			5310 503 430640	231	101000
35154		2346 MONTANA DEPT OF ENVIRONMENTAL		3,750.00					
	5L1801428	02/28/18 MT00 Outfall charge		3,000.00			5310 503 430640	540	101000
	5L1800692	02/28/18 MTR0-Acreage		750.00			5310 503 430640	540	101000
35155		12 NORMONT EQUIPMENT		352.08					
	16749	03/05/18 Plow blade and curb guard		758.08*			2500 151 430240	232	101000
	16750	03/05/18 Credit		-406.00*			2500 151 430240	232	101000
35156		59 NORTHERN ENERGY		746.27					
	3075274318	02/16/18 Propane		746.27			1000 155 430930	341	101000
35157		3741 PRODUCTIVITY PLUS ACCOUNT		939.53					
	10545385	03/06/18 WLDT-SB PIVOT & SUPPORT RH		939.53*			2500 151 430240	232	101000
35158		757 TRI-COUNTY HEATING & COOLING		109.50					
	141881	02/26/18 Heater maintenance		109.50*			1000 155 460442	231	101000
35159		102 INDUSTRIAL TOWEL		68.34					
	47807	03/09/18 Slate WRF		24.50			5310 503 430610	224	101000
	47807	03/09/18 Mat cleaning		8.77			5310 503 430610	224	101000
	47807	03/09/18 Mat cleaning		8.77			5210 502 430510	224	101000
	47807	03/09/18 Mat cleaning		8.77			5410 504 430820	224	101000
	47807	03/09/18 Mat cleaning		8.77			2500 151 430220	224	101000
	47807	03/09/18 Mat cleaning		8.76			1000 106 411030	200	101000

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35160	26 LIVINGSTON ACE HARDWARE -	55.91					
	C45671 03/08/18 Fiberglas	30.97			2500 151 430240	231	101000
	C45751 03/08/18 Sand disc	11.38*			2500 151 430240	232	101000
	C45862 03/09/18 Chip brush and multimix contain	13.56			2500 151 430240	231	101000
35161	3660 BARNES & THORNBURG, LLP	15,000.00					
	03/09/18 Bond Council - WWTP BAN	15,000.00*			5310 503 430640	940	101000
35162	2840 DICK ANDERSON CONSTRUCTION	683,501.63					
	6 01/25/18 WRF pay application 6	690,405.69*			5310 503 430640	940	101000
	6 01/25/18 Gross receipts tax withheld	-6,904.06*			5310 503 430640	940	101000
35163	122 DEPARTMENT OF REVENUE	6,904.06					
	6 01/25/18 DAC - Gross Receipts Tax	6,904.06*			5310 503 430640	940	101000
35164	3605 ADVANCED ENGINEERING &	271,378.87					
	56861 02/13/18 January WRF Construction Serv	271,378.87*			5310 503 430640	940	101000
35165	278 MMIA	1,127.82					
	218012 02/28/18 Deductible Recovery - Melin	530.00*			5310 503 510331	511	101000
	218012 02/28/18 Deductible Recovery - Miska	597.82*			2500 151 510331	511	101000
35166	250 INSTY-PRINTS	261.74					
	23563 12/11/17 Rec. School Winter Newsletter	261.74*			1000 109 460449	320	101000
35167	3293 BLACKFOOT COMMUNICATIONS	151.48					
	166824 03/01/18 Internet	50.50*			2500 151 430220	346	101000
	166824 03/01/18 Internet	50.49*			5310 503 430610	346	101000
	166824 03/01/18 Internet	50.49*			5410 504 430820	346	101000
35168	3633 BILLING DOCUMENT SPECIALISTS	70.00					
	46047 02/28/18 Online Monthly Maintenance	23.33*			5210 502 430570	213	101000
	46047 02/28/18 Online Monthly Maintenance	23.33*			5310 503 430670	213	101000
	46047 02/28/18 Online Monthly Maintenance	23.34*			5410 504 430870	213	101000
35169	162 CENTURYLINK	376.30					
	6003 02/22/18 Finance Office	376.30			1000 122 411300	343	101000
35170	402 ALPINE ELECTRONICS RADIO SHACK	40.58					
	10245337 01/24/18 16GB USB Flash Drive	39.98			1000 123 411700	211	101000
	59000057 02/28/18 Finance Charge	0.60*			1000 123 411700	630	101000

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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35171		1196 MAILFINANCE		661.53					
	N7025543	03/02/18 Lease postage machine		165.39			5210 502 430570	310	101000
	N7025543	03/02/18 Lease postage machine		165.38			5310 503 430670	310	101000
	N7025543	03/02/18 Lease postage machine		165.38			5410 504 430870	310	101000
	N7025543	03/02/18 Lease postage machine		165.38			1000 123 411700	310	101000
35172		3744 THOMAS PRINTING, INC.		1,404.00					
	36037	02/28/18 #10 Window Envelope		610.00			1000 123 411700	211	101000
	36038	02/28/18 #10 Regular Envelope		384.00			1000 123 411700	211	101000
	36039	02/28/18 #10 Window Envelope		410.00			1000 123 411700	211	101000
35173		3248 AGENDA PAL		150.00					
	IN5346	03/01/18 Monthly subscription - April		150.00*			1000 101 410130	333	101000
35174		3023 RICK'S REFRIGERATION, INC.		63.64					
	12723	02/13/18 37% Shut Off Unit		31.45*			1000 121 411230	365	101000
	12673	01/03/18 37% Dispatch Roof Top Unit		32.19*			1000 121 411230	365	101000
35175		2501 D.W. BURNS PLUMBING & HEATING		665.86					
	16088	02/13/18 37% Restrooms		525.16*			1000 121 411230	365	101000
	16094	02/15/18 37% Jury Room		82.13*			1000 121 411230	365	101000
	16113	02/15/18 37% Upstairs Ladies Bath		58.57*			1000 121 411230	365	101000
35176		1783 J & H OFFICE EQUIPMENT		488.29					
	22262791	03/05/18 Copier lease		275.29			1000 123 411700	368	101000
	22240324	02/28/18 Canon Copier		213.00			1000 123 411700	368	101000
35177		745 DELL MARKETING L.P.		52.49					
	1022811333	03/05/18 Dispatch Hard Drive		52.49			2300 132 420160	368	101000
35178		54 GATEWAY OFFICE SUPPLY		105.73					
	39940	03/06/18 Stamp		5.73			1000 123 411700	211	101000
	37896	09/25/17 Files		100.00*			1000 102 410360	200	101000
35179		3237 WHISTLER TOWING, LLC		150.00					
	7815	03/01/18 Tow Nissan Sentra		75.00			1000 131 420100	350	101000
	7823	03/07/18 Tow Chevy PT		75.00			1000 131 420100	350	101000
35180		3371 BALCO UNIFORM COMPANY, INC.		80.00					
	49117-1	03/06/18 Uniform - Gunderson		80.00			1000 131 420100	153	101000

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35181		3645 SLEEPING GIANT ANIMAL CLINIC		50.50					
	6803	02/15/18 Medication for Bobi		50.50			1000 131 420100	350	101000
35182		728 BRIDGER COMMUNICATIONS		230.64					
	45258	02/28/18 Replaced Damaged Chassis		230.64			1000 131 420100	220	101000
35183		147 LIVINGSTON UTILITY BILLING		1,229.88					
	00090016	03/06/18 City/County complex		358.26*			1000 121 411230	342	101000
	50000010	03/06/18 Parks		97.09			1000 155 430950	342	101000
	00016214	03/06/18 Cemetery		16.13			1000 155 430950	342	101000
	00004638	03/06/18 Soccer Fieldhouse		41.00			1000 155 430950	342	101000
	00014366	03/06/18 Sewer Plant		479.75			5310 503 430640	342	101000
	00014352	03/06/18 Street Shop		47.89			2500 151 430220	342	101000
	00014352	03/06/18 Street Shop		47.88			5410 504 430820	342	101000
	00014474	03/06/18 Scale House		38.14			5410 504 430820	342	101000
	00014347	03/06/18 Utility shop		0.00*			5210 502 430520	342	101000
	00014347	03/06/18 Utility shop		0.00			5310 503 430620	342	101000
	00014347	03/06/18 Utility shop		0.00			5410 504 430820	342	101000
	16149	03/06/18 City of Livingston Star Rd		46.76*			1000 121 411230	342	101000
	80013	03/06/18 City of Livingston B Street		56.98*			1000 121 411230	342	101000
	80232	03/06/18 110 S. B Street-Irrigation		0.00*			1000 121 411230	342	101000
35184		776 KENYON NOBLE		86.40					
	6431273	03/08/18 Plywood for Training Prop		86.40			1000 141 420400	380	101000
35185		2662 BOUND TREE MEDICAL, LLC		438.67					
	82798458	03/08/18 Patient Supplies		418.29			5510 142 420730	235	101000
	82798459	03/08/18 Patient Supplies		20.38			5510 142 420730	235	101000
35186		2299 RIVER BEND THREADS		108.50					
	746	03/06/18 Reserve Clothing		108.50*			1000 141 420402	148	101000
35187		1396 WESTERN DRUG		88.49					
	168010	03/07/18 Patient Supplies		88.49			5510 142 420730	235	101000
35188		55 LIVINGSTON HEALTH CARE-MEMORIAL		13.13					
	3700845	03/07/18 Patient Supplies		13.13			5510 142 420730	235	101000
35189		3420 KENTEC MEDICAL, INC.		781.89					
	1015072	03/02/18 CPAP masks		781.89			5510 142 420730	235	101000

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35190		34 MOUNTAIN AIR SPORTS		40.00					
	292935	02/15/18 Reserve Uniform		40.00*			1000 141 420402	148	101000
35191		2671 COMDATA		1,445.74					
	20291778	03/01/18 Fire Fuel - February		288.93			1000 141 420400	236	101000
	20291778	03/01/18 EMS Fuel - February		1,156.81*			5510 142 420730	236	101000
35192		2595 TOWN & COUNTRY FOODS -		10.15					
	8236002	02/28/18 Cleaning Supplies		10.15			1000 141 420400	220	101000
35193		23 CARQUEST AUTO PARTS		6.45					
	1912403606	02/28/18 Station Supplies		6.45			1000 141 420400	220	101000
35194		55 LIVINGSTON HEALTH CARE-MEMORIAL		308.70					
	3694267	02/28/18 Patient Supplies		308.70			5510 142 420730	235	101000
35195		2671 COMDATA		1,657.65					
	20291763	03/01/18 Fuel Police Dept.		1,657.65			1000 131 420100	236	101000
35196		3376 TRANSUNION RISK & ALTERNATIVE		25.00					
	380349	03/01/18 investigative research		25.00			1000 131 420100	350	101000
35197		999999 KARSKY, MARK		10.00					
	TK2018-010	03/05/18 Refund Payment		10.00			1000 351036		101000
35198		3440 CHARTER COMMUNICATIONS		885.12					
	0179878030	03/04/18 PW internet		354.05			1000 122 411300	346	101000
	0179878030	03/04/18 PW internet		132.76*			2500 151 430220	346	101000
	0179878030	03/04/18 PW internet		132.77*			5210 502 430510	346	101000
	0179878030	03/04/18 PW internet		132.77*			5310 503 430610	346	101000
	0179878030	03/04/18 PW internet		132.77*			5410 504 430820	346	101000
35199		98 GRAYBEAL'S ALL SERVICE		101.00					
	88653	03/02/18 132 South B		101.00			5210 502 430515	355	101000
35200		1390 KEN'S EQUIPMENT REPAIR, INC		2,649.85					
	50449	02/02/18 621		1,776.00			2500 151 430240	362	101000
	50461	02/01/18 Dump truck		60.00			5210 502 430515	362	101000
	50462	02/14/18 Backhoe		485.00			5210 502 430520	981	101000
	50486	02/12/18 570		45.60			5210 502 430515	362	101000
	50649	03/06/18 Back hoe and attachments		141.62			5210 502 430515	362	101000
	50649	03/06/18 Back hoe and attachments		141.63*			5310 503 430625	362	101000

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35201		2863 KIMBALL MIDWEST		33.92					
	6179514	02/27/18 Meds		16.96*			5210 502 430515	231	101000
	6179514	02/27/18 Meds		16.96			5310 503 430625	231	101000
35202		3740 MARCOM		176.00					
	1802367	02/28/18 February Coliform		176.00			5210 502 430515	355	101000
35203		3016 MT WATERWORKS		61.20					
	25219	03/07/18 AC fernco couplings		61.20			5310 503 430625	231	101000
35206		3760 UNITEDHEALTHCARE MEDICARE		877.42					
	CRORI001	03/02/18 Richard Cross Overpayment		276.03			5510 122001		101000
	HOGMA000	03/02/18 Mary Hogg Overpayment		220.82			5510 122001		101000
	STEHA000	03/02/18 Harold Stewart Jr. Overpayme		380.57			5510 122001		101000
35207		3440 CHARTER COMMUNICATIONS		4,002.46					
	0179852	03/04/18 414 E. Callender Internet		3,117.34			1000 122 411300	346	101000
	0179860	03/04/18 110 S. B Internet		885.12			1000 122 411300	346	101000
35208		642 MONTANA LAW ENFORCEMENT ACADEMY		700.00					
	11224	02/20/18 Training - Brainerd		350.00			2300 132 420160	380	101000
	11225	02/20/18 Training - Fowle		350.00			2300 132 420160	380	101000
			# of Claims	70	Total:	1057,549.84			

Backup material for agenda item:

- C. CONSENT - Approve the application of James Bennett to the Skate Park Committee**

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

Appointed Position Seeking: SKATE PARK COMMITTEE

Date of Application: 3-8-18

Name: JAMES BENNETT

Signed: J. Bennett

Address: 608 COMET BLVD

Telephone: daytime 222-2433

after 5:00 p.m.: _____

Fax Number: _____

e-mail address: jamesbennett@bridgeband.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: TO FOLLOW THROUGH AND COMPLETE THE TASK OF THE NEW SKATE PARK CONSTRUCTION

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

A. Occupation: MARKETING / GRAPHIC DESIGN

B. Education: LOTS OF REAL WORLD KNOWLEDGE

C. Experience: 8 YEARS ON THE LIVINGSTON, CITY COMMISSION

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? YES
SKATE PARK, TRANSPORTATION, CITY COUNTY COMPACT, ECON BOARD
HEALTH BOARD

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

A. If yes, please describe those boards. _____

8. Current Employer? SYMMETRY DESIGN GROUP

9. Are you available for night meetings? YES

10. Are you available for daytime meetings? YES

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? NO

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? RECUSE MYSELF

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

Backup material for agenda item:

- D. Approve Ray Sundling to the City/County Airport Board**

Application for Volunteer Boards and Advisory Committee
Park County, Montana

Date: 12/22/17 Name of Board: Airport

Name: Ray Sundling

Address: 28 Airport Road

Daytime Phone: 222-7036 Evening Phone: 222-2002

Email Address: _____ Fax Number: _____

Are you a resident of Park County? Yes

Reasons you are interested in this position:
Interested in helping Park County

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

Occupation: _____

Education: _____

Experience: _____

(Please attach a detailed resume if desired)

Have you served on any previous boards or in any governmental positions in the past?

If yes, please explain: Airport Board - 20 yrs experience
School Board -
Rural Fire

Circle which meetings you would be available for: Night Daytime Both

Do you foresee any potential conflicts of interest that you might have in performing the duties as a board member? (See attached letter as example) If yes, please explain:

No

If a conflict of interest arose for you, how would you deal with it as an appointed member of the board?

to resign or not participate in vote

Please return this application to Park County Commissioners office. It can be returned in person, fax, by mail to 414 E. Callender St. Livingston, MT 59047 Fax- 222-4160

Backup material for agenda item:

- B. SCHEDULED PUBLIC COMMENT - Karla Pettit, Urban Renewal Agency regarding URA bonding recommendation

Minutes for the Livingston Urban Renewal Agency
November 15, 2017; Wednesday 8:30 a.m. East Room

AGENDA

1. Call to Order –

Attendance: Joe Hanser, Jack Luther, Kyra Ames, Karla Pettit, Bob Ebinger, Lisa Harreld, Matt Whitman, Quentin Schwarz

2. Consent Items

- **Approve Minutes from Regular Meeting, July 19, 2017**
 - Hanser made a motion to approve the minutes from July 19, 2017. Ebinger seconded. All in favor, motion passed 4-0.

3. New Business –

- **Priority List for funding projects for URA bonding** – The City Commission and City Manager gave three options for URA bonding including:
 - 15 year bond which would yield \$1.48 million over 15 years;
 - 20 year bond which would yield \$3.1 million over 20 years; or
 - 25 year bond which would yield \$6 million over 25 years.

The City Manager instructed the URA to recommend one option, including a budget, to support the decision. The URA's task is to recommend a project for the amount of money above the amount that has already been designated for the downtown sidewalks. Ebinger wondered if the URA could recommend a percentage as opposed to a dollar amount to be designated for an additional project. He also questioned what would happen if no one applied for a specific request if they continue with the grant programs. Hanser explained that any money designated for projects must be very specific, such that it wouldn't be specific enough to designate it for the current grant programs.

- **Hanser made a motion to recommend bonding for 15 years and identify using the excess money to fund up to ½ of residential sidewalk replacement within the URA district, which is estimated at \$849,000 based on the 2011 URA financial budget information. Pettit seconded.**

Prior to the vote comments were made. Ebinger commented that he wanted to bond for 20 or 25 years to include the residential sidewalks and also to continue to fund the façade and energy efficiency programs which have been successful. Hanser reminded everyone that tax money going to the URA would not be going to other sources. Pettit said she could agree with points on each side. She is interested in assisting with funding for residential sidewalks within the URA district and for the façade programs. She feels like there has been miscommunication from the

finance office for years even though the URA has consistently asked for financial information. Hanser said he's not in favor of leveraging as much as possible and he pointed out that any additional project has to be more specific than just saying "the façade program." Ames said she would like to bond for the least amount possible. She's not comfortable keeping funding from the city, county and schools. She's not comfortable with any projects that get away from what the URA bylaws provide for. She would like to fund the sidewalks. There was some discussion about other streets which are considered urban routes, such as H Street, Front Street and Geysler Street. Some of those routes are covered by state funding. Ebinger pointed out that Livingston may not qualify as an urban renewal district in 15 years, so the City may not be able to create a new urban renewal district. Pettit and Ames said they would like to see more money in the school district budget. Pettit wondered how they will handle any excess in the URA budget beyond funding for the downtown sidewalks and the residential sidewalks. She would recommend if there is any excess after funding ½ for the residential sidewalks in the URA district that that be reallocated for business façade projects within the URA district. Hanser agreed the URA can convey to the City that any excess money can be allocated for the façade program. Hanser and Ebinger agreed the URA has done a good job over the years spending money wisely on worthwhile projects. Commissioner Schwarz agreed. In the future, the URA can convene at the request of the City.

- **The vote was called. All in favor, motion passed 4-0.**

4. Scheduled Public Comment –

5. Action Item

6. Old/Continuing Discussion Items

7. Progress Reports

8. URA Commission Comments

- Ebinger commented that the City was considering paying extra money for bulb outs for the main street project and he was wondering where the extra money was going to come from. No one was able to offer an explanation of where the funding would come from.
- Pettit said the URA and the city commission still needs to give Joel Reinholz a response regarding his grant application for solar panels on his building. The URA had approved his grant application and the city commission hadn't voted on it after there was a moratorium on further spending for the URA. (The City Commission addressed the Reinholz grant application on 8/1/2017 and tabled the issue until further information was available on URA finances.) Pettit said she would contact the folks who submitted

grant applications on behalf of Swandal Law and Nevins Windows and let them know the URA wouldn't be considering further grant applications until further notice.

9. Public Comments (Public comments proceeding the regular meeting adjournment. No votes taken and no decisions made.)

- Jack Luther commented that he is disappointed that the City didn't come through with the funding for the recommended streetscape beautification projects. The time to address the issue would be now as any project would involve installing proper water source for watering any trees planted on the sidewalks as part of the sidewalk project.

Meeting adjourned at 9:35 a.m. Next meeting will be December 13, 2017, due to the holidays.

Backup material for agenda item:

- A. ORDINANCE NO. 2068- AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, ESTABLISHING A CIVIL OFFENSE OF INTERFERING WITH THE STREET SWEEPER AND ESTABLISHING A PENALTY.**

ORDINANCE NO. 2068**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ESTABLISHING A CIVIL OFFENSE OF INTERFERING WITH THE STREET SWEEPER AND ESTABLISHING A PENALTY.**

Preamble

The purpose of this ordinance is to promote public health, safety and welfare by establishing a procedure to allow the street sweeper to remove dirt, gravel, leaves and other debris from city streets to improve the surface conditions of city streets by prohibiting the parking of vehicles, trailers and other obstacles upon those streets scheduled to be swept.

WHEREAS, the City of Livingston during the months of May, June, July and August sweeps the streets of dirt, gravel, leaves and other debris which accumulates upon said streets to provide safer streets; and

WHEREAS, the parking of vehicles and trailers and placement of other obstructions upon the street during the times scheduled for the street to be swept interferes with the ability of the City to remove such dirt, gravel, leaves and debris; and

WHEREAS, to enable the street sweeper to do an effective job of sweeping requires those streets scheduled to be swept to be unobstructed by vehicles, trailers and other obstacles; and

WHEREAS, it is necessary to create a procedure to enforce the street sweeper schedule.

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

SECTION 1

Civil Offense of interfering with street sweeper.

It shall be unlawful and a civil offense for any person to park, stand, stop or store any vehicle, trailer or other obstacle upon any city street designated by resolution to be swept by the street sweeper during the hours of **4:30 a.m. to 4:30 p.m.**

The registered owner of any vehicle or trailer is vicariously responsible for all violations as provided by Section 9-249 of the Livingston Municipal Code.

SECTION 2

Penalties.

A violation of interfering with the street sweeper shall constitute a civil offense punishable by a civil penalty in an amount not to exceed \$100.00.

SECTION 3

Schedule to be adopted by Resolution.

The official street sweeper schedule shall be adopted by a resolution setting forth the date, time and location of the streets to be swept by the street sweeper.

Statutory Interpretation and Repealer:

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

SECTION 4

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 5

Savings Provision:

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

SECTION 6

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, at a regular session thereof held on the _____ day of March, 2018.

DOREL HOGLUND – Chairman

ATTEST:

LISA HARRELD
Recording Secretary

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 March, 2018.

DOREL HOGLUND – Chairman

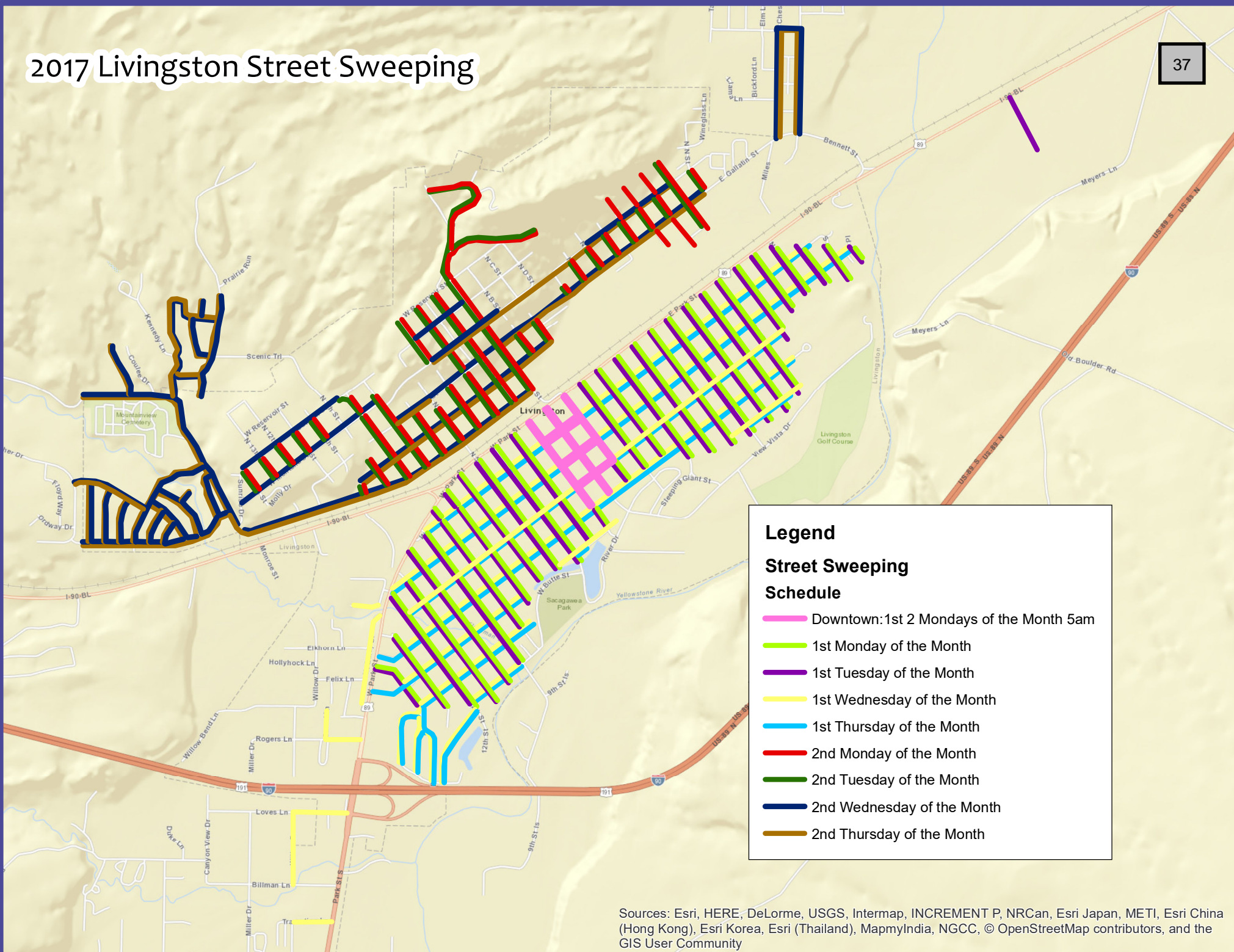
ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
City Attorney

2017 Livingston Street Sweeping



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Backup material for agenda item:

- A. RESOLUTION NO. 4786 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH CASELLE, INC.**



Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Resolution No: 4786

Requested by: Paige Fetterhoff, Finance Director

Date of First Consideration/Status: March 20, 2018

Purpose of Legislation: Authorize the City Manager to sign a Service Agreement with Caselle, Inc. to provide accounting and other software services to the City.

Statutory Authority/Reference: Formal Contract

Background: City staff began looking for software solutions in May 2017. This includes solutions for timekeeping, human resource, accounting, utility billing, and document imaging as well as several other solutions. As the city has changed and more information is being requested, the current accounting and utility billing software is no longer meeting its needs. Caselle, the software the City has chosen, will provide advance reporting capabilities including, providing department heads will instant access to financial information, service orders, building permit issues, and a host of other useful reports they currently don't have access to. It will also provide for a timekeeping system for city employees replacing the current use of paper timecards.

Staff Recommendation: Approval of the contract

Fiscal Impact: See attached Fiscal Note

Regulatory Impact (local): N/A

Attachments: Software as a Service Agreement, Software License Agreement, Proposal, and Fiscal Note

RESOLUTION NO. 4786

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICE AGREEMENT WITH CASELLE, INC.

WHEREAS, Caselle, Inc. is engaged in the business of creating software solutions for government entities, independent of the City of Livingston, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform this service for the City of Livingston; and

WHEREAS, the City of Livingston and Caselle, 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 proceed under the terms and conditions contained in the attached agreement; and

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

On the City of Livingston's behalf, the City Manager is hereby authorized to enter into the Service Agreement with Caselle, Inc., which document is attached hereto and incorporated herein as Exhibit A.

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

Dorel Hoglund - Chairman


ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
City Attorney

Resolution No. 4786
Authorizing the City Manager to sign a Services Agreement with Caselle, Inc.



Caselle® Hosted Software & Services Proposal

City of Livingston, MT

March 1, 2018

From:

Wade Walker, Territory Manager
pww@caselle.com

Proposal Summary

License Type		Hosted
Total Training	17,375	
Special Consideration Discount	<5,000>	
	<hr/>	
Net Software License		\$12,375
Total Setup		23,200
Total Conversion		18,200
		<hr/>
Total Investment		\$53,775
		<hr/> <hr/>

A deposit of \$26,888 is required with order and due by July 1, 2018.
The remaining balance of \$26,887 is to be paid when implementation is complete.

Hosted Maintenance & Support will be \$3,400 per month for seven workstations.
A 5% discount will be applied if the City chooses to pay annually. The total annual amount with the 5% discount would be reduced to \$38,760.

I have read and agree to all terms & conditions proposed herein. I understand if the City of Livingston is unable to provide data to Caselle in the requested format, additional fees will apply.

Signature

Printed Name & Title

Date



Caselle® Hosted Software & Services Proposal
 City of Livingston, MT
 March 1, 2018

Proposal Detail

<i>Caselle®</i> Application Software	License Type	Training	Setup	Conversion	Total
General Ledger	Hosted	\$1,500	\$700	\$3,000	\$5,200
Budgeting	Hosted	Included	-	-	Included
Bank Reconciliation	Hosted	Included	-	1,500	1,500
Caselle Advantage Budgeting	Hosted	2,250	2,750		5,000
Excel Designer	Hosted	750	2,250		3,000
Reporting	Hosted	750	2,250		3,000
miExcel GL	Hosted	Included	500	-	500
Payroll/Direct Deposit	Hosted	2,250	1,750	2,550	6,550
Electronic W2/1099	Hosted	Included	-	-	Included
Timekeeping	Hosted	750	500	-	1,250
Human Resources	Hosted	375	-	-	375
Online Pay Stubs/W2's	Hosted	-	3,000	-	3,000
Accounts Payable	Hosted	375	500	2,000	2,875
Accounts Receivable	Hosted	750	500	300	1,550
Utility Management	Hosted	2,250	1,500	7,000	10,750
Utility Electronic Reading Interface	Hosted	Included	250	-	250
Utility Service Orders	Hosted	375	500	-	875
Online Mapping	Hosted	-	-	-	Included
Maintenance Orders	Hosted	375	500		875
Cash Receipting	Hosted	375	500	-	875
Online/Electronic Payments	Hosted	500	2,250	-	2,750
Payment Import	Hosted	Included	-	-	Included
Animal License	Hosted	Included	-	500	500
Asset Management	Hosted	375	500		875
Business License	Hosted	375	500	850	1,725
Cemetery Management	Hosted	Included	-	500	500
Caselle Document Management	Hosted	3,000	2,000	-	5,000
Seven (7) Concurrent User Licenses	Hosted	-	-	-	Included
Sub Total	-	\$17,375	\$23,200	\$18,200	\$58,775
Special Consideration Discount	-	(5,000)			(5,000)
Grand Total	Hosted	\$12,375	\$23,200	\$18,200	\$53,775

Notes:

1. The training quoted above will take place at Caselle's Education Center, located in Provo, Utah. Your staff will be trained on your data. Approximately one half of the training time will be spent reviewing and validating your converted data files. Training hours are from 8:30 a.m. to 4:30 p.m., Monday through Friday.



Caselle® Hosted Software & Services Proposal
City of Livingston, MT
March 1, 2018

2. The monthly credit card and electronic payment transaction fees will be billed by Xpress Bill Pay.
3. Online Paystubs includes 150 employees paid bi-weekly and annual W2's. Software Assurance will be adjusted if the number of employees exceeds this estimate.
4. The subscription based Caselle Document Management includes: Full Text Search, Encryption, Drag and Drop, Role-Based Security, Versioning, Document Retention, Audit Trail, OCR, three (3) Concurrent User Licenses and the Caselle Integration.
5. History Conversion is available on a per bid basis. Additional fees may apply upon review of existing legacy data.

Software Assurance Detail

<i>Caselle®</i> Application Software	Software Assurance
General Ledger	\$206
Budgeting	-
Bank Reconciliation	-
Caselle Advantage Budgeting	188
Excel Designer	113
Reporting	113
miExcel GL	38
Payroll/Direct Deposit	345
Electronic W2/1099	38
Timekeeping	101
Human Resources	169
Online Pay Stubs/W2's	94
Accounts Payable	206
Accounts Receivable	206
Utility Management	206
Utility Electronic Reading Interface	101
Utility Service Orders	101
Online Mapping	15
Maintenance Orders	101
Cash Receipting	169
Online/Electronic Payments	70
Payment Import	101
Animal License	101
Asset Management	124
Business License	124
Cemetery Management	101
Caselle Document Management	150
Seven (7) Concurrent User Licenses	525
Sub Total	\$3,806
Special Consideration Discount	(406)
Grand Total	\$3,400



Optional On-site Training

Travel expenses will be invoiced when training is complete and include actual airfare, hotel, and car expenses, plus Caselle's food per diem of \$40.00. These are not included in the total proposal price.

On-site Training Requirements

In order to receive the full benefit and value of our software products, it is imperative that the on-site training be conducted in an organized, professional and uninterrupted manner. To insure this, Caselle Inc. requires the following conditions:

- Training class size will be limited to the number of workstations available in the training area.
- Each training area will have one workstation for each student and one workstation for the instructor or data conversion specialist. Each training workstation must have access to a common network.
- Each training room must have a dedicated printer networked to all the training workstations.
- Training rooms must be set up and completely functional before the first day of training.
- Training rooms should provide an education environment and be free from interruptions or distractions for students. Equipment such as a whiteboard or easel, three-hole punch, and stapler should be available in the training room.
- Key personnel must be available before and after normal working hours to discuss data conversion issues, assist with implementation, or if a "live" run of Accounts Payable, Utility Billing or Payroll etc., is to be done.

Caselle will be in contact with the customer prior to scheduling the training to insure the above conditions can be met. If delays result from the above conditions not being met during on-site training, additional training fees may apply.

Implementation Services

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. **Please read the following information carefully.**

Gathering Preliminary Data

Assemble the following information and send it to Caselle.

- Complete the **Information Worksheets** during each phase of the conversion.
- Provide **data to be converted**.
 - You may need to clarify the data, as needed, during the conversion process.
 - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- Send **printed or PDF reports** to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

Submitting Conversion Data

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion, and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

Data Conversion Timeline

The timeline begins when the requested data and all required preliminary information has been received by Caselle. The timeline to complete an accurate data conversion can range from 90 – 120 days. This is dependent upon the condition of the data and the client's willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

Scheduling Training

Important! Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.

Software Setup & Data Conversion

This section contains the items, per directory, that will be setup and converted in each module. Since estimating the exact quantity may be difficult, we will adjust the calculated conversion cost if the actual number of items converted is greater than or less than 25% of the original estimate.

Data conversion requires that data be submitted in the required format. It is the responsibility of the customer to provide data to Caselle. Conversion services to retrieve or modify your data to the required formats are available at an additional cost. These services will be billed at Caselle's current hourly rate and are not included in this proposal.

General Ledger Setup

- Set up the control table in the General Ledger and Account Masks with the appropriate segments for funds, departments, revenue sources, object codes, and other account classifications.
- Modify the existing chart of accounts to utilize the advanced reporting features available with Caselle, if needed.
- Format five standard financial statements:
 - Balance Sheet with Revenue/Expenditures compared to budget
 - Allocation Reconciliation
 - Income Statement (All Funds)
 - Balance Sheet (All Funds)
 - Fund Summary Income Statement

Note: Additional fees will be required to set up additional financial statements.

- Establish all necessary journals for interfaced subsystems to allow the subsystems to update transactions to the General Ledger.
- Create a custom Checklist to document your organization's daily, monthly, and fiscal year-end steps; as well as budget procedures.

Data Conversion

- The current year-to-date trial balance and budget will be entered and balanced to your existing system. Caselle will provide supporting reports that document the balance sheet accounts, revenues, and expenditure balance for auditing purposes. A trial balance period will be established and all periods from that period forward will contain detail transaction information, if provided.

1,500 accounts are included

Bank Reconciliation Data Conversion

- Bank reconciliation for the desired cash accounts with outstanding deposits and checks will be established. A bank reconciliation will be completed and balanced to cash for the appropriate beginning period.

3 bank accounts are included

Caselle Advantage Setup

- Gather data from General Ledger and Account Masks to form basis of the hierarchical structure in Caselle Advantage including reporting structure and filter tree.
- Update dataset fields list (columns of data) used for budgeting and reporting inquiries.
- Create transaction drill directly into the general ledger transactions.
- Provide budget entry screen for Next Year Budget and Forecast.
- Set triggers between Position Based Budget calculations and Operating Budget salaries and related general ledger accounts to update automatically.
- Setup automated extraction process for employee details from payroll to be presented in position based budget worksheet.
- Create Home page to include links to basic alerts, financial reports, operating budget (data entry and reports), position based budget (data entry and reports).

Excel Designer

- Create dynamic, live, word document that links into reports from Excel Designer.
- Replicate current externally produced budget book within Caselle Advantage.

Reporting

- Format a Corporate Dashboard page to include a standard general ledger report, chart and basic alert.
- **Note:** Additional dashboard pages can be added and formatted by the customer.

Payroll/Direct Deposit Setup

- Set up necessary pay codes for gross pay, deductions, taxes, and benefits.
- Set up check formats for the Employee Payroll Check and Vendor Remittance for applicable deductions.
- Create a custom Checklist to document all necessary payroll procedures for pay periods and year-end.
- Set up default reports for all necessary payroll reporting, including:
 - Transmittals
 - Standard State/Federal Reporting
- Set up header and batch information with the appropriate ACH/NACHA file information.
- Set up bank file with all necessary employee bank routing information.
- Format one direct deposit voucher and one transmittal voucher.
- Additional form set up, such as timesheets will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each employee's information will be converted. This information includes the employee name, address, Social Security number, exemptions, and worker's compensation status.
- Each employee's wage distribution for salary and benefits will be established.
- Employee pay codes for all wages, deductions, taxes, benefits, and reimbursements will be converted.
- Payroll YTD information will be entered and reviewed to ensure W-2

information is accurate at year-end.

- Payroll processing to verify data conversion is accurate will be completed.
- Payroll YTD totals, leave time, hours, and benefits will be balanced to the existing system if supporting reports are provided.
- Caselle will provide reports of the converted data for auditing purposes.
- Each employee file will be set up with the employee's bank routing account information for full ACH compatibility. A pre-notification test file will be generated and verified to ensure accuracy.

150 employees are included

Timekeeping Setup

- Establish activity codes and appropriate payroll overrides.
- Set up and define task codes, including descriptions and General Ledger override accounts, if necessary.
- Set up employee defaults for tasks, activities, and shifts.
- Set up applicable FLSA shifts with beginning dates, ending dates, and default hours.

Accounts Payable Setup

- Establish vendor defaults.
- Format one check form with requested stub detail.
- Create a Checklist to document Accounts Payable procedures, including the printing of 1099's.

Data Conversion

- Each vendor's information will be converted. This information includes the vendor name, street address, mailing address, remittance addresses, city, state, zip code, and 1099 status.
 - Exception: 1099 balances can be established, if provided.

1,000 vendors are included

Accounts Receivable Setup

- Set up the appropriate billing categories and penalty rates.
- Format standard reports for reporting and balancing of customer accounts.
- Format one of each of the following: statements, invoices, and delinquent notices.
- Create a Checklist to document Accounts Receivable procedures.
- Additional form layouts for statements, invoices, and delinquent notices will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each customer's account information will be converted. This information includes the customer's name, street address, mailing address, bill to information, city, state, and zip code.
- Customer balances will be converted.

150 accounts are included

Utility Management Setup

- Set up services, taxes, rate tables, and other fees for billing.
- Format one form for each of the following: utility bills, delinquent notices, and shut-off notices.
- Set up default reports for billing, meter proofing, and reviewing customer information.
- Create table lists to generate customer labels, reports for new connects, terminated customers with credit balances, and terminated customers with a zero balance.
- Create a Checklist to document daily, monthly, and billing procedures.
- Additional forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each customer's information will be entered and verified. This information depends on what is provided. Information will be converted as is and normally includes the customer number, name, service address, mailing address, city, state, zip code, telephone numbers, meter number, location, balances, and previous reads.
- All appropriate transactions for balancing the billing will be converted.
- Balancing totals, billing totals, receivable by service totals, if provided, will be balanced to the existing system using supporting reports.
- Caselle will provide reports of the converted data for auditing purposes.

3,500 meters or customers are included

Utility Electronic Reading Interface Setup

- Create the appropriate import/export formats and test with the interfaced meter reading equipment.

Service Orders Setup

- Set up the Service Order options (including user, department, and actions).
- Customize Service Order data entry screens.
- Format three Service Order form layouts.
- Set up the Utility Management interface.
- Additional form layouts will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Maintenance Orders Setup

- Set up the Maintenance Order options (including personnel, department, and actions).
- Customize Maintenance Order data entry screens.
- Format three Maintenance Order form layouts.
- Set up organization information.
- Additional form layouts will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

- Cash Receipting Setup**
- Set up the General Ledger accounts for bank deposits and standard receipting revenue.
 - Set up category and distribution codes.
 - Set up payment types, for example, check, cash, and credit card, and associated reports for balancing.
 - Create default reports to assist in daily operation.
 - Create a Checklist to document procedures for daily cash receipting transactions, updates, and posting of receipts.

- Online/Electronic Payments Setup**
- Set up Online and Electronic Payment Processing (credit cards, electronic funds transfer, and online bank bill pay consolidation).
 - Set up Utility Direct Pay.
 - Set up Xpress Bill Pay, Caselle's authorized electronic payment vendor, including online bill presentation, online bill history, automatic recurring payments, and payment wallets with full integration to Cash Receipting.

- Animal License Data Conversion**
- All applicable owner and animal information will be converted.
 - The animal license form and a renewal letter will be set up.
 - Additional forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

- Asset Management Setup**
- Establish the default depreciation frequency and method, with the asset number format.
 - Set up departments, classifications, and asset types.
 - Create a Checklist to document procedures, including the asset creation and General Ledger updates.

- Data Conversion**
- Asset number, description, department, classification, and type will be converted. The depreciation start date, life, and method of depreciation will be converted for each asset, if provided.
 - Accumulated depreciation can be converted to ensure an accurate beginning balance.

- Business License Setup**
- Format one form layout for each of the following: business license, renewal letter, delinquent notice, and application.
 - Set up billing rates, billing frequencies, license types, and business activities.
 - Additional forms or licenses will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- All applicable business information and account balances will be converted.
- Business information includes the owner, manager, license type, and business codes, if provided.
- All standard reports will be set up.

850 businesses are included

**Cemetery Management
Data Conversion**

- The Lot Location format will be set up.
- The lot, owner, and deceased information will be converted.
- A cemetery deed form will be set up.
- Additional forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

SERVICES AGREEMENT

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606

("Caselle")

CITY OF LIVINGSTON
414 East Callender Street
Livingston, MT 59047

("You" or "Your")

You agree to Purchase the services detailed below ("Items"), and Caselle, Inc. agrees to provide them, subject to the terms and conditions on page two of this Agreement.

Total Price: \$53,775.00

Deposit: \$26,888.00
Due: July 1, 2018

Final Payment: \$26,887.00

Items

Total Software	Hosted
Total Training	\$12,375.00
Total Setup	23,200.00
Total Conversion	18,200.00
Total Price	\$53,775.00

The attached proposal is considered part of this Agreement.

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this Agreement to be executed by its duly authorized representative.

CASELLE, INC.

By:



Name & Title: Alan S. Hutchings, President

Date: March 1, 2018

CITY OF LIVINGSTON, MT

By:

Name & Title:

Date:

**CASELLE, INC.
SOFTWARE LICENSE AGREEMENT**

Payment

The Deposit shall be paid by You upon execution of this Software License Agreement. The Balance shall be paid according to the terms stated on page 1 of this Agreement. Payment shall be in U.S. Dollars and shall not be deemed to have been received by Caselle until Your check clears the banking process. Any costs incurred in collecting Your check, due to insufficient funds or any other reason, shall be reimbursed by you. Late payments shall be subject to a FINANCE CHARGE OF 1.5% PER MONTH, OR 18% PER ANNUM.

Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government excise, duties, sales, use, occupational, or like taxes now or hereafter in force, and are therefore subject to increase in an amount equal to any tax Caselle may be required to collect or pay upon licensing or delivery of any Items, other than federal, state and local taxes based on Caselle's income. You also agree to pay all personal property taxes which accrue to you by reason of this Agreement.

Returns and Cancellations

- a) No returns or cancellations will be accepted without a written request to Caselle. To receive full credit, less the cancellation fee (set forth below), such requests must be made in writing to and received by Caselle's corporate office within thirty (30) days of this agreement. No returns or cancellations will be considered for credit until appropriate notice has occurred within the time limits specified and all related materials are returned to Caselle's corporate office within ten (10) days of notice.
- b) Pre-approved returns occurring after the thirty-day period has lapsed will be allowed 75% credit, if such requests are made in writing to and received by Caselle's corporate office within sixty (60) days of this agreement. Any returns attempted after the sixty-day period has lapsed will receive no credit.
- c) A minimum cancellation fee of 10% will be assessed to all pre-authorized returns. Caselle has a right, but not an obligation to retrieve the materials. Caselle will assume no liability for materials that are damaged or lost in transit while being returned. Additionally, such returns shall occur at Client's expense.
- d) Client also agrees that it will return all written materials received from Caselle, including program materials, instruction manuals, and any and all training materials to Caselle.

Additional Services

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized support centers, and are subject to separate agreements.

General

- a) This Agreement shall be governed and construed in accordance with the laws of the State of Utah and You hereby consent to the jurisdiction of State and Federal courts in Utah. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- b) This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral, relating to the subject matter of this Agreement. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- c) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- d) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- e) In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- f) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail to the address set forth in this Agreement.
- g) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.
- h) Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.
- i) The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.
- j) This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.

663884 10/03

CASELLE, INC.
Software as a Service Agreement

Caselle, Inc.
1656 S East Bay Blvd
Suite 100
Provo, UT 84606

City of Livingston
414 East Callender Street
Livingston, MT 59047

TERMS OF SERVICE

These Terms of Service constitute an agreement (this “Agreement”) by and between Caselle, Inc., a Utah Corporation, (“Provider”) and the City of Livingston, MT, (“Recipient”).

1. Definitions.

- (a) “Account” refers to the Service plans and features selected by Recipient at the time of this Agreement and accepted by Provider, as such plans and features may change by mutual consent of the parties, as recorded by Provider.
- (b) “AUP” refers to Provider’s acceptable use policy as described in Schedule B.
- (c) “Authorized Representative” refers to an individual who is authorized under applicable law to bind and/or consent on behalf of the Provider or Recipient.
- (d) “Data Policy” refers to Provider’s standard data deletion policy as described in Schedule A of this Agreement.
- (e) “Effective Date” refers to the date of this Agreement.
- (f) “Materials” refers to written and graphical content provided by or through the Service, including, without limitation, text, photographs, illustrations, and designs, whether provided by Provider, another customer of the Service, or any other third party.
- (g) “Recipient Data” refers to data in electronic form input or collected through the Service by or from Recipient.
- (h) “Service” refers to Provider’s hosted version of the Caselle Connect software. The Service includes such features as are set forth on Provider’s website (www.caselle.com), as Provider may change such features from time to time, in its sole discretion.
- (i) “Service Failure” refers to an event during which Recipient is unable to access or use the Service for more than four (4) hours.

2. Service & Payment.

- (a) *Service.* Provider will provide the Service to Recipient pursuant to its standard policies and procedures then in effect.

(b) *Payment.* Upon completion of data conversion and training, Recipient will pay Provider a monthly Service fee of \$3,400.00. The Service fee will be considered due five (5) days before the start of the calendar month of Service.

3. Service Level Agreement.

In the event of any “Service Failure,” as that term is defined above, Provider will issue Recipient a credit. Credit will be 10% of the Recipient’s monthly Service fee. Credits issued will apply to outstanding or future payments only and are forfeited upon termination of this Agreement. Provider is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation termination of this Agreement. Credits issued are the Recipient’s sole remedy for the Service Failure in question. Provider shall not be liable for service failures caused by factors beyond the reasonable control of the Provider, such as, but not limited to, strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction, quality of data from the customer's software or acts of third parties.

4. Materials, Software, & IP.

(a) *Materials.* Recipient recognizes and agrees that: (i) the Materials are the property of Provider or its licensors and are protected by copyright, trademark, and other intellectual property laws; and (ii) Recipient does not acquire any right, title, or interest in or to the Materials except the limited and temporary right to use them as necessary for Recipient’s use of the Service.

(b) *Intellectual Property in General.* Provider retains all right, title, and interest in and to the Service, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Service, and this Agreement does not grant Recipient any intellectual property rights in or to the Service or any of its components.

5. Online Policies.

(a) *AUP.* Recipient will to comply with the AUP. In the event of Recipient’s material breach of the AUP, including without limitation any copyright infringement, Provider may suspend or terminate Recipient’s access to the Service, in addition to such other remedies as Provider may have at law or pursuant to this Agreement. Neither this Agreement nor the AUP requires that Provider take any action against Recipient or any other customer for violating the AUP, but Provider is free to take any such action it sees fit.

(b) *Privacy Policy.* The Privacy Policy applies only to the Service and does not apply to any third party site or service linked to the Service or recommended or referred to through the Service or by Provider’s employees.

6. Each Party’s Warranties.

(a) *Recipient’s Identity.* Recipient warrants: (i) that it has accurately identified itself through its Account and will maintain the accuracy of such identification; and (ii) that it is a corporation or other business entity authorized to do business pursuant to applicable law.

(b) *Right to Do Business.* Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened

claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

- (c) *Disclaimers.* Except for the express warranties specified in this section, THE SERVICE IS PROVIDED “AS IS” AND AS AVAILABLE, AND PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. Without limiting the generality of the foregoing, (i) PROVIDER HAS NO OBLIGATION TO INDEMNIFY OR DEFEND RECIPIENT AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; and (ii) Provider does not warrant that the Service will perform without error or immaterial interruption.

7. Limitation of Liability.

IN NO EVENT: (a) WILL PROVIDER’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID FOR 60 DAYS OF SERVICE; AND (b) WILL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION 7 APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (iii) EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF RECIPIENT’S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 7, Provider’s liability will be limited to the maximum extent permissible.

8. Data Management.

- (a) *Access, Use, & Legal Compulsion.* Unless it receives Recipient’s prior written consent, Provider: (i) will not access or use Recipient Data other than as necessary to facilitate the Service; and (ii) will not give any third party access to Recipient Data. Notwithstanding the foregoing, Provider may disclose Recipient Data as required by applicable law or by proper legal or governmental authority. Provider will give Recipient prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient’s expense.
- (b) *Recipient’s Rights.* Recipient possesses and retains all right, title, and interest in and to Recipient Data, and Provider’s use and possession thereof is solely as Recipient’s agent.
- (c) *Retention & Deletion.* Provider will retain all Recipient Data until erased pursuant to the Data Policy.
- (d) *Injunction.* Provider agrees that violation of the provisions of this Section 8 might cause Recipient irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Recipient will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

9. Term & Termination.

- (a) *Term.* This Agreement will continue for one (1) year following the Effective Date (a “Term”). Thereafter, this Agreement will renew for subsequent terms (“Terms”) of thirty (30) days, unless

either party notifies the other of its intent not to renew thirty (30) or more days before the beginning of the next Term.

- (b) *Termination for Cause.* Either party may terminate this Agreement for material breach by written notice, effective in 30 days, unless the other party first cures such breach.
- (c) *Effects of Termination.* The following provisions will survive termination of this Agreement: (i) any obligation of Recipient to pay for Service rendered before termination; (ii) Sections 4, 5(b), 6(c), and 7 of this Agreement; and (iii) any other provision of this Agreement that must survive termination to fulfill its essential purpose.

10. Miscellaneous.

- (a) *Notices.* Provider may send notices pursuant to this Agreement to Recipient's address at City of Livingston, 414 East Callender Street, Livingston, MT, 59047, and such notices will be deemed received ten (10) days after they are sent. Recipient may send notices pursuant to this Agreement to Caselle, Inc, 1656 S East Bay Blvd, Suite 100, Provo, UT 84606, and such notices will be deemed received ten(10) days after they are sent.
- (b) *Amendment.* Provider may amend this Agreement (including the SLA and Data Policy) from time to time by posting an amended version at its website and sending Recipient written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Recipient first gives Provider written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Recipient's next Term following the Proposed Amendment Date (unless Recipient first terminates this Agreement pursuant to Section 9 above). Recipient's continued use of the Service following the effective date of an amendment will confirm Recipient's consent thereto. This Agreement may not be amended in any other way except through a written agreement executed by Authorized Representatives of each party. Notwithstanding the foregoing, Provider may amend the AUP or Privacy Policy at any time by posting a new version at its website and/or sending Recipient notice thereof, and such amended version will become effective 30 business days after such notice is sent.
- (c) *Independent Contractors.* The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other and neither may bind the other in any way.
- (d) *No Waiver.* Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
- (e) *Force Majeure.* To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.
- (f) *Assignment & Successors.* Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that either party may assign this Agreement to the surviving party in a merger of that party into another entity. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

- (g) *Choice of Law & Jurisdiction.* This Agreement will be governed and construed solely by the laws of the State of Utah, without reference to such State’s principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the state courts of Utah.
- (h) *Severability.* To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- (i) *Certain Notices.* Pursuant to 47 U.S.C. Section 230(d), Provider hereby notifies Recipient that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. Information regarding providers of such protections may be found on the Internet by searching “parental control protection” or similar terms.
- (j) *Conflicts among Attachments.* In the event of any conflict between the terms of this main body of this Agreement and those of any accompanying schedule, the terms of this main body will govern. In the event of any conflict between this Agreement and any Provider policy posted online, including without limitation the AUP and Privacy Policy, the terms of this Agreement will govern.
- (k) *Entire Agreement.* This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

Note: The attached proposal is considered part of this Agreement.

The signatures below indicate each party’s acceptance of the Agreement. Each party has caused this Agreement to be executed by its duly Authorized Representative.

CASELLE, INC.

CITY OF LIVINGSTON, MT

By: 

By:

Name: Alan S. Hutchings

Name:

Title: President

Title:

Date: March 1, 2018

Date:

Schedule A – Data Policy

- (a) *Access, Use, & Legal Compulsion.* Unless it receives Recipient’s prior written consent, Provider: (i) will not access or use data in electronic form collected through the Services from Recipient’s customers or other third parties, or collected or accessible directly from Recipient, (collectively, “Data”) other than as necessary to facilitate the Services; and (ii) will not give any third party access to Data. Notwithstanding the foregoing, Provider may disclose Data as required by applicable law or by proper legal or governmental authority. Provider will give Recipient prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient’s expense.
- (b) *Recipient’s Rights.* Recipient possesses and retains all right, title, and interest in and to Project Data, and Provider’s use and possession thereof is solely as Recipient’s agent.
- (c) *Retention & Deletion.* Provider will retain any Data in its possession until Erased. Provider will Erase: (i) all copies of Data promptly after Recipient’s written request; and (ii) all copies of Data no sooner than 90 days after termination of this Agreement and no later than 120 days after such termination. Promptly after Erasure pursuant to this Subsection (c), Provider will certify such Erasure in writing to Recipient. (“Erase” and “Erasure” refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.)
- (d) *Individuals’ Access.* Provider will not allow any of its employees to access Data, except to the extent that an employee needs access in order to facilitate the Services and executes a written agreement with Provider agreeing to comply with Provider’s obligations set forth in this Section.
- (e) *Compliance with Law & Policy.* Provider will comply with all applicable federal and state laws and regulations governing the handling of Data.
- (f) *Leaks.* Provider will promptly notify Recipient of any actual or potential exposure or misappropriation of Data (any “Leak”) that comes to Provider’s attention. Provider will cooperate with Recipient and with law enforcement authorities in investigating any such Leak, at Provider’s expense. Provider will likewise cooperate with Recipient and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at Provider’s expense, except to the extent that the Leak was caused by Recipient. The remedies and obligations set forth in this Subsection (f) are in addition to any others Recipient may have.

Schedule B – Acceptable Use Policy

A. Unacceptable Use

Provider requires that all customers and other users of Provider's service (the "Service") conduct themselves with respect for others. In particular, please observe the following rules in your use of the Service:

- 1) *Privacy*: Do not violate the privacy rights of any person. Do not collect or disclose any personal address, social security number, or other personally identifiable information without each holder's written permission. Do not cooperate in or facilitate identity theft.
- 2) *Intellectual Property*: Do not infringe upon the copyrights, trademark rights, trade secret rights, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.
- 3) *Hacking, Viruses, & Network Attacks*: Do not access any computer or communications system without authorization, including the computers used to provide the Service. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Service.
- 4) *Fraud*: Do not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Do not commit fraud in any other way.
- 5) *Violations of Law*: Do not violate any law.

B. Consequences of Violation

Violation of this Acceptable Use Policy (this "AUP") may lead to suspension or termination of the Recipient's use of the Service or legal action. In addition, the Recipient may be required to pay for the costs of investigation and remedial action related to AUP violations.

C. Reporting Unacceptable Use

Provider requests that anyone with information about a violation of this AUP report it to the following address: Caselle, Inc. 1656 S East Bay Blvd, Suite 100, Provo, Utah 84606. Please provide the date and time of the violation and any identifying information regarding the violator, including e-mail or IP (internet protocol) address if available, as well as details of the violation.

D. Revision of AUP

Provider may change this AUP at any time by posting a new version on its website (www.caselle.com) or by sending the Recipient written notice thereof. The new version will become effective on the date of such notice.

CITY OF LIVINGSTON FISCAL NOTE

Ordinance # _____
 Resolution # _____ 4786

Fiscal Analysis Assumptions

- This resolution authorizes a contract for Caselle government software. This software will be a replacement for Black Mountain as well as Laserfiche, our document imaging software.
- The project will be financed with resources from the following funds: General, Dispatch, Street Maintenance, Water, Sewer, Solid Waste, and Ambulance.

<input type="checkbox"/> Budgeted Expenditure	<input checked="" 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	\$ 26,887	\$ 55,958	\$ 38,760
Capital			
Debt Service			
Total Costs	\$ 26,887	\$ 55,958	\$ 38,760

<u>Funding Source</u>	<u>FY 18</u>	<u>FY 19</u>	<u>FY 20</u>
Fund Name			
General	\$ 7,708	\$ 17,219	\$ 12,697
Library	-	875	1,167
Dispatch	958	2,012	1,405
Street maint	1,674	3,516	2,456
Water	4,467	8,678	5,614
Sewer	5,205	10,227	6,696
Garbage	4,971	9,430	5,931
Ambulance	1,905	4,001	2,795
Total	\$ 26,887	\$ 55,958	\$ 38,760

Signature Paige Fetterhoff
 Date 3/14/2018