



# Amended Livingston City Commission Agenda

October 15, 2024

5:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Public Comment

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

4. Consent Items

- A. APPROVAL OF MINUTES FROM OCTOBER 01, 2024, REGULAR MEETING PG.4**
- B. APPROVAL OF CLAIMS PAID 9/26/24 - 10/9/24 PG.15**
- C. APPOINTMENT OF DEB KOWALZEK TO THE TOURISM BUSINESS IMPROVEMENT DISTRICT BOARD OF TRUSTEES PG.27**
- D. AGREEMENT 20123 WITH BRIDGER BOWL INCORPORATED FOR PARKING AT THE CIVIC CENTER PG.31**
- E. AGREEMENT 20124 WITH MONTANA DEPARTMENT OF TRANSPORTATION FOR THE LOCAL MANAGEMENT OF THE MONTANA STREET STPU PROJECT PG.39**
- F. AGREEMENT 20125 WITH DAVID ROBINSON FOR RIGHT-OF-WAY IMPROVEMENTS PG.58**
- G. AGREEMENT 20126 WITH MONTANA FEDERATION OF PUBLIC EMPLOYEES LIVINGSTON POLICE UNIT PG.61**

5. Proclamations

- A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA RECOGNIZING PARALEGAL DAY ON 10/23/24 IN LIVINGSTON MONTANA PG.101**
- B. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA RECOGNIZING VISIT A CEMETERY DAY ON 10/27/24 IN LIVINGSTON MONTANA PG.103**

6. Scheduled Public Comment

7. Action Items

- A. PUBLIC HEARING FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS PG.105**

**B. ORDINANCE 3055: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 2 OF THE LIVINGSTON MUNICIPAL CODE, ENTITLED GOVERNMENT AND ADMINISTRATION, TO CONFORM NOTICING PROVISIONS TO STATE LAW, REFLECT THE EXISTENCE OF THE CITY CLERK POSITION, MODIFY CITY COMMISSION VOTING RULES, ACKNOWLEDGE A NEW FEDERAL HOLIDAY AND MAKE TECHNICAL AND CONFORMING CHANGES. PG.110**

**C. RESOLUTION NO. 5147: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$244,092 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$1,801. PG.119**

**D. CLOSED SESSION TO DISCUSS LEGAL STRATEGY PURSUANT TO MCA 2-3-203(4)(A) AND MATTERS OF INDIVIDUAL PRIVACY PURSUANT TO MCA 2-3-203(3).**

8. City Manager Comment

9. City Commission Comments

10. Adjournment

## Calendar of Events

## 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.

**File Attachments for Item:**

**A. APPROVAL OF MINUTES FROM OCTOBER 01, 2024, REGULAR MEETING**



# Livingston City Commission Minutes

October 01, 2024

5:30 PM

City – County Complex, Community Room

Join Zoom Meeting

<https://us02web.zoom.us/j/85934361030?pwd=SjICWlVWVDhlL2N5NDVTUXFZWnQ1dz09>

Meeting ID: 859 3436 1030

Passcode: 026211

## 1. Call to Order

Chair Kahle called the meeting to order at 5:30 PM.

## 2. Roll Call

Present:

- Chair Kahle
- Vice-Chair Nootz
- Commissioner Willich
- Commissioner Lyons (arrived later)

Excused:

- Commissioner Schwarz

City Staff in Attendance: City Manager Grant Gager, Policy Analyst Greg Anthony, Asst. Chief of Police Andrew Emanuel, Public Works Director Shannon Holmes, Finance Director Paige Fetterhoff

## 3. Public Comment

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

- Jay Keifer discussed his thoughts about the Library Board Meeting.
- Patricia Grabow expressed her thoughts for maintaining downtown businesses.
- Linde Gibson spoke about the Fire Dept. proclamation and delivered a silly joke.

The City Manager addressed the comments about the Library Board and stated the City has no roll in that board and mill levy.

## 4. Consent Items

### A. APPROVAL OF MINUTES FROM SEPTEMBER 17, 2024, REGULAR MEETING

- B. APPROVAL OF CLAIMS PAID 9/12/24 - 9/25/24**
- C. STREET SWEEPER**
- D. 1 TON DUMP**
- E. AGREEMENT 20119 WITH MONTANA DEPARTMENT OF TRANSPORTATION FOR FUNDING OF MONTANA ST. STPU PROJECT**
- F. AGREEMENT 20120 WITH BNSF RAILWAY FOR THE LEASE OF LAND.**

Vice-Chair Nootz pulled C, D and F for discussion.

Motion to approve items A, B, and E was made by Vice-Chair Nootz and seconded by Commissioner Lyons. The motion passed unanimously.

For Consent Items C and D Vice-Chair Nootz requested clarification regarding the city's long-term vehicle replacement strategy, specifically how the city manages the procurement of multiple large vehicles within a short period. She inquired whether future purchases could be spread out more evenly to avoid the need for significant expenditures within one fiscal year.

The City Manager responded that while there is a concentrated need for vehicle purchases this year (including the previously approved garbage trucks), this is part of a catch-up strategy due to delayed vehicle replacements in the past. He explained that the vehicles being purchased for public works are funded by different enterprise funds, such as the street, water, and solid waste funds, which allows the city to spread costs across multiple budgets. The City Manager assured the Commission that moving forward, the goal is to establish a more consistent and staggered vehicle replacement schedule.

Vice-Chair Nootz also raised questions about the procurement process for these large-ticket items, asking how the city ensures competitive bidding and how decisions are made regarding which vendor to purchase from.

The City Manager detailed the city's procurement guidelines, explaining that items under \$10,000 are handled at the departmental level, while items between \$10,000 and \$50,000 require his approval with at least three quotes being solicited. Purchases over \$50,000, like the street sweeper and dump truck, go through a formal competitive bidding process or are acquired through a pre-negotiated state purchasing contract. He added that the street sweeper and dump truck were acquired through cooperative purchasing agreements that give the city access to favorable pricing without requiring an independent bid process.

Motion to approve **items C and D** was made by Vice-Chair Nootz, seconded by Commissioner Willich, and passed unanimously.

For Consent Item F Vice-Chair Nootz expressed concerns regarding environmental risks associated with the land being leased from BNSF Railway. She noted that public concerns had been raised about possible contamination in the area, given the land's proximity to railroad tracks, and requested further information on the environmental assessment conducted for the site.

The City Manager reassured the Commission that a Phase 2 Environmental Assessment had been completed by Four Ranges, a city partner. The results indicated that while some contaminants were present, they were at or below naturally occurring levels for this region of Montana. He explained that the lease agreement is primarily for a parking lot, which actually mitigates potential contamination risks, as the land will be capped with asphalt. Furthermore, the

city’s liability for any pollution-related issues is minimized by the lease agreement, which requires BNSF Railway to retain significant responsibility. The city also holds adequate pollution liability insurance to cover any potential claims, with coverage levels exceeding the minimum required by the agreement.

Vice-Chair Nootz also noted that the address listed in the agreement for correspondence was the Public Works Department’s address and suggested it be updated to reflect the City Manager’s office, given the nature of the project.

The City Manager acknowledged this oversight and confirmed that the address would be corrected to ensure proper routing of communications.

The City Manager gave an update of the project stating it is another step toward the Wellness Center and is one of the last steps the city will date for the next several years. The Foundation is in a fund raising process and about 1million away of their overall goal. This fall the Foundation is hopeful to initiate site work for the project.

Vice-Chair asked the Foundation to be transparent to the community with what is going on with the project and give the public opportunity to speak about the project.

The motion to approve **item F** was made by Vice-Chair Nootz, seconded by Commissioner Lyons, and passed unanimously.

5. Proclamations

**A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA RECOGNIZING FIRE PREVENTION WEEK 10/6/24 - 10/12/24 IN LIVINGSTON MONTANA**

Chair Kahle read aloud the proclamation, which recognizes the contributions of Cub Scouts in the community and encourages all citizens to honor their commitment to service, leadership, and citizenship. The proclamation highlighted the importance of instilling values of responsibility, teamwork, and community engagement in young people through programs like Cub Scouts. A group of Cub Scouts from Pack 552 was in attendance, proudly promoting their ongoing annual popcorn sales fundraiser. Chair Kahle encouraged the community to support their efforts, noting that the funds raised help support the Scouts' activities and community projects. The Commission and attendees applauded the Scouts for their dedication.

**B. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA RECOGNIZING OCTOBER 16, 2024 AS CUB SCOUT DAY IN LIVINGSTON MONTANA**

Chair Kahle read the proclamation, which encouraged residents to take action by checking the batteries in their smoke alarms and making sure they have working fire alarms in every bedroom and common area of their homes. The proclamation also noted the theme for Fire Prevention Week, "Smoke Alarms: Make Them Work for You!" stressing the importance of being vigilant and prepared in case of an emergency.

6. Scheduled Public Comment

No scheduled public comments.

7. Action Items

**A. PUBLIC HEARING FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS**

The City Manager opened the public hearing by explaining the purpose of the hearing: to solicit public input on potential projects for a Community Development Block Grant (CDBG). The hearing provides an opportunity for the Commission and community members to discuss funding priorities, particularly for projects aimed at housing development and infrastructure improvements. One potential project highlighted by the City Manager involved a grade-separated rail crossing to improve safety and traffic flow in the city, which has been a concern for residents for some time. Another key focus was the development of affordable housing options.

- Linde Gibson expressed the need to help the homeless and more affordable housing will help the community.
- Patricia Grabow expressed the idea of using hydrogen units for living.

Commissioner Willich talked about two parts of affordability is jobs and housing and feels like that is a good focus point for the grant.

Commissioner Lyons and Chair Kahle asked for clarification on this grant.

The City Manager stated Planning grants are up to 50,000 and Construction grants are up to 750,000. The City was award a Construction Grant for water and sewer improvements at the View Vista Community. Currently we do not have any active Planning grants and the deadline is November 1<sup>st</sup>.

Vice-Chair Nootz shared the same thoughts as Commissioner Lyons, and further stated she is for a rail crossing.

The public hearing was closed after Commissioner discussion. No formal action was taken at this time, as the hearing was informational, and the city will continue gathering input before proceeding with the application process.

6:46 PM Vice-Chair Nootz motioned for a 10 minute break seconded by Commissioner Lyons.

**B. ORDINANCE 3055: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 2 OF THE LIVINGSTION MUNICIPAL CODE, ENTITLED GOVERNMENT AND ADMINISTRATION, TO CONFORM NOTICING PROVISIONS TO STATE LAW, REFLECT THE EXISTENCE OF THE CITY CLERK POSITION, MODIFY CITY COMMISSION VOTING RULES, ACKNOWLEDGE A NEW FEDERAL HOLIDAY AND MAKE TECHNICAL AND CONFORMING CHANGES.**

The City Manager stated this is an ordinance amending Chapter 2 of the Livingston Municipal Code, including updating noticing provisions, recognizing the City Clerk position, modifying voting rules, and acknowledging a new federal holiday. The proposed amendments include several changes, most notably the modification to the City Commission voting rules. Under the amended

ordinance, a majority vote of the Commissioners present at the meeting would be required for approval or rejection of an item, instead of requiring a majority vote of the entire Commission. This change was introduced to address situations where there may be an absence of one or more Commissioners, allowing decisions to be made with the majority of those in attendance.

Commissioner Lyons as for clarification on a 4 member voting being 2 to 2.

The City Manager stated the items have neither passed nor failed and would show up on a subsequent agenda depending on what the item is, or scheduling a special meeting to meet a deadline.

Vice-Chair Nootz ask for legal opinion in plain language on section 13.44 about affirmative majority and trying members of council.

The legal opinion provided by City Attorney Jon Hesse clarified that certain actions, such as those related to disqualification of members or legal proceedings involving commissioners, may require a supermajority vote under specific circumstances. However, for standard Commission decisions, the majority of those present was deemed sufficient.

Chair Kahle sought clarification on what would happen in the case of a tie vote.

The City Manager reiterated that the item neither passed nor failed and would show up on a subsequent agenda depending on what the item is, or scheduling a special meeting to meet a deadline.

The Commissioners, City Manager, and City Attorney ran through several scenarios.

A motion to approve was made by Commissioner Willich, seconded by Commissioner Lyons.

Public Comment was offered by:

- Jay Keifer expressed his thoughts on the scenarios that were discussed.

Chair Kahle stated on behalf of the Commission that they are doing their very best to clarify this ordinance to the best of their ability to keep the Commission and the City of Livingston safe and to avoid legal repercussion.

Chair Kahle entered deliberation and continued to discuss tie votes and abstaining votes.

Vice-Chair Nootz brought forward concerns about majority and its definition in some scenarios, and would like to see some protections built in to maintain good government for big item votes, and ultimately feels that abstaining from a vote should not be considered a no.

Commissioner Lyons agreed with Vice-Chair Nootz and some things, and they discussed scenarios back and forth.

Commissioner Willich suggested adding a section that indicates those need to be a majority of the Commission with 3 vote maximum.

Vice-Chair Nootz agreed with Commissioner Willich. She stated the values public trust and appreciates good process and that is what she wants to achieve in this ordinance and part of City Code.



The Commission took vote to approve the motion to approve the ordinance as written tonight.

Chair Kahle voted for

Vice-Chair Nootz voted against

Commissioner Lyons voted for

Commissioner Willich voted against.

Chair Kahle motioned to continue the hearing and 2<sup>nd</sup> reading of Ordinance 3055 to October 15<sup>th</sup> seconded by Commissioner Lyons. Unanimously approved.

**C. RESOLUTION NO. 5147: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO AMEND THE BUDGET FOR FISCAL YEAR 2023-2024, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$244,092 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$1,801.**

The City Manager explained that the budget amendment was necessary to address adjustments in various city departments and projects. The largest component of the amendment involved appropriations totaling \$244,092. These adjustments included reallocating funds for equipment purchases, infrastructure projects, and personnel costs that were not originally accounted for in the adopted budget.

A motion to approve the resolution was made by Vice-Chair Nootz, seconded by Commissioner Willich. Passed unanimously.

**D. RESOLUTION NO. 5148: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA UPDATING THE FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS.**

The City Manager introduced the resolution, explaining that it was part of the city's regular review of fees charged by various departments. He noted that certain fees, including those for public services, utility rates, and permit applications, had not been updated for several years.

Vice-Chair Nootz pointed out a fee under the Transfer Station sections that needed corrected. She also asked about disposal of tires and they are charged by tire and by ton.

The City Manager and Public Works Director Shannon Holmes answered all Transfer Station questions to clarify any concerning fees and descriptions, and stated that typos would be corrected relating to costs at the Transfer Station.

Vice-Chair Nootz asked for more clarification on facility rentals and there being a resident fee and non-resident fee.

The City Manager stated the price to rent a facility is tied to staff time and explained the difference in fees for different facilities. He answered the questions about resident vs. non-resident and stated that fees for residents are less due to property tax paid to the City of Livingston.

Vice-Chair Nootz thanked Recreation Director Maggie Tarr for fee difference in resident vs. non-resident. She asked for clarification on the late fee under animal control.

The City Manager stated this is a late fee for pet licensing. He advised that the animal control section is under review for updates as well.

Chair Kahle asked about spayed/neutered pets and fees associated with that and wondered about changing the time frame that pets are spayed/neutered since vets are now recommending later ages for pets to have this done.

Vice-Chair Nootz motioned to approve the resolution with the following edits: public right-of-way will be \$100, not \$100 per day, manure and straw as \$65/ton not \$365/ton, refrigerators and freezers with no Freon and not free of food debris should be \$115.29/ton, refrigerators, freezers, and air conditioners with Freon are \$60/unit plus \$115.29/ton, passenger tires will add a slash between \$115.29 and ton seconded by Commissioner Willich.

Vice-Chair Nootz expressed appreciation to staff for putting this all together.

Commissioner Willich expressed it was great to see very few edits, which indicates all the hard work staff does to work on this.

Chair Kahle expressed feeling the same as Vice-Chair Nootz and Commissioner Willich

Unanimously passed.

**E. CLOSED SESSION TO DISCUSS LEGAL STRATEGY PURSUANT TO MCA 2-3-203(4)(A)**

The City Manager indicated since they do not have full membership of the City Commission he offered that the Closed Session is not necessary of immediate need and suggested to move it to the next meeting.

**8. City Manager Comment**

The City Manager expressed thanks the City Commissioner for their thoughtful deliberation and looks forward to the continued conversation regarding Chapter 2. He thanked staff and City Commission for the update on the Fee Schedule. He reminded he will be away at conference the rest of the week.

**9. City Commission Comments**

Commissioner Willich reminded that October Fest is October 12<sup>th</sup> and hopes to see folks there.

Commissioner Lyons expressed excitement for the thoughtful deliberations among a team that respects each other, and feels that part makes being a Commissioner fun.

Vice-Chair Nootz agreed with Commissioner Lyons, and thanked Commissioner Willich for his information last meeting about fraud.

Chair Kahle reminded she will also be at conference this week. She reminded that today is the last day to apply for the property tax rebates, and also reminded about the Lead Service Questionnaire due by October 16<sup>th</sup>.

10. Adjournment

8:31 PM Commissioner Lyons motioned to adjourn the meeting seconded by Commissioner Willich. Passed unanimously.

## Calendar of Events

## Supplemental Material

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## 2024 BRAINSTORM ON DOABLE WAYS TO SAVE DOWNTOWN LIVINGSTON ECONOMY

PCEC - LDBOBA – LACC – EXPLORE LIVINGSTON – CITY – LOAVES AND FISHES –  
YELLOWSTONE GATEWAY MUSEUM – PARK COUNTY COMMUNITY FOUNDATION -  
FRIENDS OF PARK COUNTY – SCHOOL DISTRICT

**PROMOTE, ECONOMIC DEVELOPMENT, POPULATE DOWNTOWN LIVINGSTON  
NOT COVERED IN MASTER PLAN.**

### PROMOTE THE DOWNTOWN

**Below needs to be established to bring customers to galleries/other business**

1. **LIVINGSTON SHOPS-CITY, LDBOBA, PRIVATE SECTOR, PCEC, EXPLORE LIVINGSTON, CHAMBER**
  - a. Livingston Shops could build Deisel Multiple Unit Passenger trains and hydrogen engines in our shops---totally clean energy for Montana Rail Passenger service to come to Livingston and for the world. (The money is already allocated under the national Infrastructure bill passed by Congress. \$1B is assigned to our tri-state region.
2. **.HERITAGE TOURISM – YELLOWSTONE GATEWAY MUSEUM, LDBOBA, EXPLORE LIVINGSTON , CHAMBER. DEPOT**
  - a. LDBOBA – Hotels, Tour Busses, Signage for Heritage Tourism (include highway signage)
  - b. Depot Center and new Yellowstone Gateway Museum
  - c. Promoting: Chamber and Explore Livingston
  - d. Create hotels (mixed use on second floor including some for-hotel rooms similar to the Murray and Grabow) in some of the 20 hotels that were built in Livingston when Old Faithful Inn was built.
3. **ENVIRONMENTAL TOURISM – PCEC – LDBOBA, EXPLORE LIVINGSTON, CHAMBER**
  - a. Headquartered in the Civic Center with Grizzley mural enhanced
  - b. Environmental Groups: PCEC, Fresh Water, High School, Grizzley Advocacy, World Heritage Site, Climate Change k-12 curriculum/associate degree through Columbia U.
  - c. World-wide gatherings for your climate change activists supporting our group
  - d. Skiing/outdoor ed.
4. **HUMAN SERVICES AT WASHINGTON SCHOOL –LOAVES AND FISHES/HAVEN - HOSPITAL**
  - a. Homeless Shelter,
  - b. Services
5. **DEPARTMENT STORE AND ADDITIONAL RETAIL—PRIVATE SECTOR, CITY**

### **Already In place-essential to the survival of the downtown**

1. **1. ARTS AND INTELLECTUAL TOURISM – Explore Livingston** (Established over the last 20 years. In many ways, art galleries saved the downtown-now needs to be supported with additional customers brought in by the above section.
  - a. **Explore Montana** – Art Walks, Signage (include highway, way-finding)
  - b. Depot Center
  - c. Chamber members
2. **EVENTS – Chamber and Explore Livingston**
  - a. **Explore Livingston**-Light up Livingston, Octoberfest, Downtown Meetings, Song Writing etc.

- b. **Chamber** –Christmas Stroll, Rodeo, Car Show, et

### 3. **HIGHWAY SIGNAGE**

- a. **Explore Livingston**-existing signage dressed up
- b. **LDBOBA**- Signage for Exit 337

### **Not happening, needs to be re-established downtown**

#### 4. **CONVENTIONS/TOURNAMENTS/TOUR BUSES-Chamber\***

- a. **Chamber** with grant written by LDBOBA
- b. **Explore Livingston** - TBID sponsors the **Chamber Grant**

### **POPULATE THE DOWNTOWN**

- 5. 62 Unit Downtown-Industrial Towel
  - a. Loaves and Fishes lot
  - b. Dodge Dealership
- 6. **BONUS BOZEMAN TRAIL** – Hospital

**File Attachments for Item:**

**B. APPROVAL OF CLAIMS PAID 9/26/24 - 10/9/24**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>AAA CLEANING, LLC</b>							
3727	AAA CLEANING, LLC	233	cleaning - park street	09/26/2024	2,000.00	2,000.00	10/04/2024
3727	AAA CLEANING, LLC	234	330 BENNETT CLEANING	09/26/2024	156.25	156.25	10/04/2024
3727	AAA CLEANING, LLC	234	330 BENNETT CLEANING	09/26/2024	156.25	156.25	10/04/2024
3727	AAA CLEANING, LLC	234	330 BENNETT CLEANING	09/26/2024	156.25	156.25	10/04/2024
3727	AAA CLEANING, LLC	234	330 BENNETT CLEANING	09/26/2024	156.25	156.25	10/04/2024
3727	AAA CLEANING, LLC	235	cleaING CIVIC CENTER	09/26/2024	2,750.00	2,750.00	10/04/2024
3727	AAA CLEANING, LLC	235	cleaning CITY COURT	09/26/2024	210.15	210.15	10/04/2024
Total AAA CLEANING, LLC:					5,585.15	5,585.15	
<b>ALL SERVICE TIRE &amp; ALIGNMENT</b>							
22	ALL SERVICE TIRE & ALIGNME	68984	Flat repair	09/27/2024	20.00	20.00	10/04/2024
Total ALL SERVICE TIRE & ALIGNMENT:					20.00	20.00	
<b>ALPINE ELECTRONICS RADIO SHACK</b>							
402	ALPINE ELECTRONICS RADIO	10308769	EMS OFFICE SUPPLIES	09/17/2024	20.20	20.20	10/04/2024
402	ALPINE ELECTRONICS RADIO	10309345	INK	10/02/2024	104.98	104.98	10/04/2024
Total ALPINE ELECTRONICS RADIO SHACK:					125.18	125.18	
<b>AMERICAN SOLUTIONS FOR BUSINESS</b>							
10005	AMERICAN SOLUTIONS FOR B	INV07499944	DECORATING	06/26/2024	1,240.00	1,240.00	10/04/2024
Total AMERICAN SOLUTIONS FOR BUSINESS:					1,240.00	1,240.00	
<b>BETTER DAYS CLEANING</b>							
10004	BETTER DAYS CLEANING	1348	CLEANING	09/29/2024	875.00	875.00	10/04/2024
Total BETTER DAYS CLEANING:					875.00	875.00	
<b>BIG SKY FIRE EQUIPMENT</b>							
3	BIG SKY FIRE EQUIPMENT	0504629	TRUCK 1 REPAIR	09/09/2024	694.53	694.53	10/04/2024
Total BIG SKY FIRE EQUIPMENT:					694.53	694.53	
<b>BOUND TREE MEDICAL, LLC</b>							
2662	BOUND TREE MEDICAL, LLC	85430255	Patient Supplies	07/26/2024	259.99	259.99	10/04/2024
2662	BOUND TREE MEDICAL, LLC	85493785	Patient Supplies	09/19/2024	691.96	691.96	10/04/2024
2662	BOUND TREE MEDICAL, LLC	85496817	Patient Supplies	09/26/2024	49.08	49.08	10/04/2024
2662	BOUND TREE MEDICAL, LLC	85498581	Patient Supplies	09/24/2024	581.35	581.35	10/04/2024
2662	BOUND TREE MEDICAL, LLC	85500190	Patient Supplies	09/25/2024	909.99	909.99	10/04/2024
2662	BOUND TREE MEDICAL, LLC	85505238	Patient Supplies	09/30/2024	132.98	132.98	10/04/2024
Total BOUND TREE MEDICAL, LLC:					2,625.35	2,625.35	
<b>BOZEMAN TROPHY &amp; ENGRAVING</b>							
967	BOZEMAN TROPHY & ENGRAVI	29240	memorial bench plates	08/29/2024	60.00	60.00	10/04/2024
Total BOZEMAN TROPHY & ENGRAVING:					60.00	60.00	
<b>BRUCE E. BECKER, P.C.</b>							
10000	BRUCE E. BECKER, P.C.	2024.9.30	Contracted service	09/30/2024	4,000.00	4,000.00	10/04/2024
Total BRUCE E. BECKER, P.C.:					4,000.00	4,000.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>CANON FINANCIAL SERVICES, INC</b>							
1747	CANON FINANCIAL SERVICES, I	35187715	Printer	09/12/2024	29.75	29.75	10/04/2024
1747	CANON FINANCIAL SERVICES, I	35187763	Printer	09/12/2024	29.31	29.31	10/04/2024
Total CANON FINANCIAL SERVICES, INC:					59.06	59.06	
<b>CAROLINA SOFTWARE, Inc.</b>							
3326	CAROLINA SOFTWARE, Inc.	92230	SOFTWARE SUPPORT	10/01/2024	600.00	600.00	10/04/2024
Total CAROLINA SOFTWARE, Inc.:					600.00	600.00	
<b>CASH</b>							
3762	CASH	2024.9.26	quarters bowling	09/26/2024	50.00	50.00	09/26/2024
Total CASH:					50.00	50.00	
<b>CENTURYLINK</b>							
162	CENTURYLINK	2024.10.7	406-222-0137- 441b	10/07/2024	94.78	94.78	10/04/2024
Total CENTURYLINK:					94.78	94.78	
<b>CODY HARPER</b>							
10003	CODY HARPER	2024.9.22	REIMB-TOOLS	09/22/2024	59.99	59.99	10/04/2024
Total CODY HARPER:					59.99	59.99	
<b>COMDATA</b>							
2671	COMDATA	20411000	CG72S	10/01/2024	2,644.65	2,644.65	10/04/2024
Total COMDATA:					2,644.65	2,644.65	
<b>D&amp;R COFFEE SERVICE INC</b>							
10002	D&R COFFEE SERVICE INC	183721	RENTAL FEE	09/30/2024	50.00	50.00	10/04/2024
Total D&R COFFEE SERVICE INC:					50.00	50.00	
<b>DELL MARKETING L.P.</b>							
745	DELL MARKETING L.P.	10764958581	DELL DOCK-LOGAN	08/01/2024	174.99	174.99	10/04/2024
Total DELL MARKETING L.P.:					174.99	174.99	
<b>DOWNTOWN BOZEMAN PARTNERSHIP LLC</b>							
10006	DOWNTOWN BOZEMAN PARTN	735	DOWNTOWN CONFERENCE	09/30/2024	500.00	500.00	10/04/2024
10006	DOWNTOWN BOZEMAN PARTN	737	DOWNTOWN CONFERENCE	09/30/2024	500.00	500.00	10/04/2024
Total DOWNTOWN BOZEMAN PARTNERSHIP LLC:					1,000.00	1,000.00	
<b>DPHHS-FCSS</b>							
10002	DPHHS-FCSS	23-11-5-01-032	IGT CONTRACT	09/16/2024	9,155.14	9,155.14	09/26/2024
Total DPHHS-FCSS:					9,155.14	9,155.14	
<b>FARSTAD OIL</b>							
3353	FARSTAD OIL	119744	Diesel 700g	09/30/2024	2,222.50	2,222.50	10/04/2024
3353	FARSTAD OIL	119856	Diesel 300G	09/20/2024	947.70	947.70	10/04/2024



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FARSTAD OIL:					3,170.20	3,170.20	
<b>FLOYD'S TRUCK CENTER</b>							
10000	FLOYD'S TRUCK CENTER	X401194294:01	MARKER	09/18/2024	41.56	41.56	10/04/2024
10000	FLOYD'S TRUCK CENTER	X401194314:01	FILTER	09/24/2024	31.53	31.53	10/04/2024
10000	FLOYD'S TRUCK CENTER	X401194425:01	PUMP/FILTER	09/24/2024	106.87	106.87	10/04/2024
Total FLOYD'S TRUCK CENTER:					179.96	179.96	
<b>FOUR CORNERS RECYCLING, LLC</b>							
2919	FOUR CORNERS RECYCLING,	5362	Pull fees	09/28/2024	10,787.60	10,787.60	10/04/2024
2919	FOUR CORNERS RECYCLING,	CM5362	Credit	09/28/2024	3,950.40-	3,950.40-	10/04/2024
Total FOUR CORNERS RECYCLING, LLC:					6,837.20	6,837.20	
<b>FRONTLINE AG SOLUTIONS, LLC</b>							
2516	FRONTLINE AG SOLUTIONS, LL	1176355	COOL GARD	09/18/2024	56.37	56.37	10/04/2024
2516	FRONTLINE AG SOLUTIONS, LL	1177976	FILTER	09/25/2024	466.71	466.71	10/04/2024
Total FRONTLINE AG SOLUTIONS, LLC:					523.08	523.08	
<b>GENERAL DISTRIBUTING COMPANY</b>							
1845	GENERAL DISTRIBUTING COM	0001424540	Acetylene	09/30/2024	35.64	35.64	10/04/2024
Total GENERAL DISTRIBUTING COMPANY:					35.64	35.64	
<b>GGOV</b>							
10006	GGOV	24-490	CODE ENFORCEMENT SUBSC	09/24/2024	5,400.00	5,400.00	10/04/2024
Total GGOV:					5,400.00	5,400.00	
<b>GOLDEN WEST INDUSTRIAL SUPPLY</b>							
10004	GOLDEN WEST INDUSTRIAL SU	2127743	SAW BLADES K12	08/12/2024	820.72	820.72	10/04/2024
Total GOLDEN WEST INDUSTRIAL SUPPLY:					820.72	820.72	
<b>HANSER'S AUTOMOTIVE &amp; WRECKER</b>							
1687	HANSER'S AUTOMOTIVE & WR	LIV5826	Towing	09/23/2024	100.00	100.00	10/04/2024
1687	HANSER'S AUTOMOTIVE & WR	LIV5859	Tow	09/29/2024	100.00	100.00	10/04/2024
Total HANSER'S AUTOMOTIVE & WRECKER:					200.00	200.00	
<b>HAPPE, HOLLY</b>							
3750	HAPPE, HOLLY	2024.9.26	Travel - Fall Conf.	09/26/2024	235.47	235.47	10/04/2024
Total HAPPE, HOLLY:					235.47	235.47	
<b>HIGH COUNTRY WILDLIFE CONTROL</b>							
10002	HIGH COUNTRY WILDLIFE CON	12418	PEST CONTROL	09/24/2024	210.00	210.00	10/04/2024
Total HIGH COUNTRY WILDLIFE CONTROL:					210.00	210.00	
<b>HILLYARD OF MONTANA</b>							
63	HILLYARD OF MONTANA	605560724	JANITORIAL SUPPLIES	08/09/2024	159.30	159.30	10/04/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total HILLYARD OF MONTANA:					159.30	159.30	
<b>HORIZON AUTO PARTS</b>							
1920	HORIZON AUTO PARTS	011514	STRIPE OFF	09/19/2024	38.95	38.95	10/04/2024
1920	HORIZON AUTO PARTS	011514	STRIPE OFF	09/19/2024	38.94	38.94	10/04/2024
1920	HORIZON AUTO PARTS	011724	WASHER FLUID	09/23/2024	131.76	131.76	10/04/2024
1920	HORIZON AUTO PARTS	012415	MAXIFUSE	09/30/2024	8.73	8.73	10/04/2024
Total HORIZON AUTO PARTS:					218.38	218.38	
<b>J &amp; H OFFICE EQUIPMENT</b>							
1783	J & H OFFICE EQUIPMENT	37535374	AGREEMENT 015-1486424	09/26/2024	270.73	270.73	10/04/2024
Total J & H OFFICE EQUIPMENT:					270.73	270.73	
<b>JON M HESSE PC</b>							
10005	JON M HESSE PC	45992	PROFESSIONAL SERVICES	09/30/2024	2,978.64	2,978.64	10/04/2024
Total JON M HESSE PC:					2,978.64	2,978.64	
<b>JORDAN BRUMMEL</b>							
10002	JORDAN BRUMMEL	0011342701	TRAVEL REIMB	09/17/2024	115.50	115.50	10/04/2024
Total JORDAN BRUMMEL:					115.50	115.50	
<b>KEN'S EQUIPMENT REPAIR, INC</b>							
1390	KEN'S EQUIPMENT REPAIR, IN	63415	ROLLER	09/03/2024	2,476.95	2,476.95	10/04/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63423	PRESSURE WASHER REPAIR	09/03/2024	195.00	195.00	10/04/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63482	POTHOLE PATCHER REPAIR	09/12/2024	1,515.00	1,515.00	10/04/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63522	PELICAN REPAIR	09/18/2024	474.45	474.45	10/04/2024
Total KEN'S EQUIPMENT REPAIR, INC:					4,661.40	4,661.40	
<b>KEVIN BROWN</b>							
10006	KEVIN BROWN	2024.1	PROFESSIONAL SERVICES	08/19/2024	180.00	180.00	10/04/2024
Total KEVIN BROWN:					180.00	180.00	
<b>KNIFE RIVER</b>							
8	KNIFE RIVER	919643	Plant Mix	07/29/2024	407.52	407.52	10/04/2024
Total KNIFE RIVER:					407.52	407.52	
<b>KVH STRATEGIES</b>							
10005	KVH STRATEGIES	235	PROFESSIONAL SERVICES	09/30/2024	8,086.79	8,086.79	10/04/2024
Total KVH STRATEGIES:					8,086.79	8,086.79	
<b>L.N. CURTIS AND SONS</b>							
10004	L.N. CURTIS AND SONS	INV829650	COMPRESSOR ANNUAL SERVI	05/30/2024	2,221.30	2,221.30	10/04/2024
10004	L.N. CURTIS AND SONS	INV829667	HURST ANNUAL SERVICE	05/30/2024	1,140.00	1,140.00	10/04/2024
Total L.N. CURTIS AND SONS:					3,361.30	3,361.30	
<b>LEHRKIND'S COCA-COLA</b>							
2830	LEHRKIND'S COCA-COLA	2154615	Water	09/03/2024	13.50	13.50	10/04/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2830	LEHRKIND'S COCA-COLA	2175645	Water	08/20/2024	13.50	13.50	10/04/2024
2830	LEHRKIND'S COCA-COLA	2175650	Water	09/30/2024	53.50	53.50	10/04/2024
2830	LEHRKIND'S COCA-COLA	2182493	Water	09/17/2024	24.00	24.00	10/04/2024
2830	LEHRKIND'S COCA-COLA	2182503	Water	09/30/2024	67.00	67.00	10/04/2024
2830	LEHRKIND'S COCA-COLA	2182504	Water	09/30/2024	24.00	24.00	10/04/2024
2830	LEHRKIND'S COCA-COLA	2182505	Water	09/18/2024	24.00	24.00	10/04/2024
2830	LEHRKIND'S COCA-COLA	2186736	Water	10/02/2024	43.00	43.00	10/04/2024
2830	LEHRKIND'S COCA-COLA	2186737	Water	10/01/2024	31.50	31.50	10/04/2024
Total LEHRKIND'S COCA-COLA:					246.00	246.00	
<b>LIVINGSTON DEPOT CENTER</b>							
184	LIVINGSTON DEPOT CENTER	2024.9.27	CONFIRMATION RETAINER	09/27/2024	500.00	500.00	10/04/2024
184	LIVINGSTON DEPOT CENTER	2024.9.27	DAMAGE DEPOSIT FEE	09/27/2024	575.00	575.00	10/04/2024
Total LIVINGSTON DEPOT CENTER:					1,075.00	1,075.00	
<b>MASTERCARD</b>							
3184	MASTERCARD	2024_08 BALL	Quarterly Safety Committee Meeti	09/01/2024	16.43	16.43	09/10/2024
3184	MASTERCARD	2024_08 BALL	Quarterly Safety Committee Meeti	09/01/2024	16.43	16.43	09/10/2024
3184	MASTERCARD	2024_08 BALL	Quarterly Safety Committee Meeti	09/01/2024	16.43	16.43	09/10/2024
3184	MASTERCARD	2024_08 BALL	Quarterly Safety Committee Meeti	09/01/2024	16.44	16.44	09/10/2024
3184	MASTERCARD	2024_08 BALL	Quarterly Safety Committee Meeti	09/01/2024	16.44	16.44	09/10/2024
3184	MASTERCARD	2024_08 BALL	Quarterly Safety Committee Meeti	09/01/2024	16.44	16.44	09/10/2024
3184	MASTERCARD	2024_08 CHAB	Staff Meeting	09/01/2024	28.46	28.46	09/10/2024
3184	MASTERCARD	2024_08 CHAB	PAR Tags	09/01/2024	30.25	30.25	09/10/2024
3184	MASTERCARD	2024_08 FETT	AIR FRESHENER	09/01/2024	10.56	10.56	09/10/2024
3184	MASTERCARD	2024_08 FETT	HANDSOAP	09/01/2024	54.22	54.22	09/10/2024
3184	MASTERCARD	2024_08 FETT	CLASSIFICATION FOLDERS	09/01/2024	18.33	18.33	09/10/2024
3184	MASTERCARD	2024_08 FETT	OFFICE SUPPLIES	09/01/2024	45.57	45.57	09/10/2024
3184	MASTERCARD	2024_08 FETT	WATER VEHICLE REG	09/01/2024	26.46	26.46	09/10/2024
3184	MASTERCARD	2024_08 FETT	STAMPS FOR HR	09/01/2024	37.90	37.90	09/10/2024
3184	MASTERCARD	2024_08 FETT	MT LEAGUE ANNUAL CONFERE	09/01/2024	210.00	210.00	09/10/2024
3184	MASTERCARD	2024_08 FETT	OFFICE SUPPLIES	09/01/2024	16.54	16.54	09/10/2024
3184	MASTERCARD	2024_08 FETT	STAMPS FOR HR	09/01/2024	24.00	24.00	09/10/2024
3184	MASTERCARD	2024_08 FETT	OFFICE SUPPLIES	09/01/2024	152.80	152.80	09/10/2024
3184	MASTERCARD	2024_08 FETT	TAPE	09/01/2024	9.85	9.85	09/10/2024
3184	MASTERCARD	2024_08 FETT	EXPANDING FILES	09/01/2024	22.10	22.10	09/10/2024
3184	MASTERCARD	2024_08 FETT	BLIND FOR FINANCE	09/01/2024	672.99	672.99	09/10/2024
3184	MASTERCARD	2024_08 GAG	Subscription (Zoom)	09/01/2024	40.00	40.00	09/10/2024
3184	MASTERCARD	2024_08 GAG	MLCT Lodging (Shannon)	09/01/2024	192.52	192.52	09/10/2024
3184	MASTERCARD	2024_08 GAG	MLCT Lodging (Greg)	09/01/2024	192.52	192.52	09/10/2024
3184	MASTERCARD	2024_08 GAG	MLCT Lodging (Grant)	09/01/2024	192.52	192.52	09/10/2024
3184	MASTERCARD	2024_08 GAG	MLCT Lodging (Karrie)	09/01/2024	192.52	192.52	09/10/2024
3184	MASTERCARD	2024_08 GAG	MLCT Registration (karrie)	09/01/2024	150.00	150.00	09/10/2024
3184	MASTERCARD	2024_08 GAG	MLCT Registrations (grant/Greg)	09/01/2024	420.00	420.00	09/10/2024
3184	MASTERCARD	2024_08 GAG	MLCT Registrations (shannon)	09/01/2024	210.00	210.00	09/10/2024
3184	MASTERCARD	2024_08 GAG	Subscription (ChatGPT)	09/01/2024	20.00	20.00	09/10/2024
3184	MASTERCARD	2024_08 GAG	Subscription (Mailchimp)	09/01/2024	60.00	60.00	09/10/2024
3184	MASTERCARD	2024_08 GILB	Oil Spill Sac Park	09/01/2024	925.42	925.42	09/10/2024
3184	MASTERCARD	2024_08 GILB	Station Supplies	09/01/2024	89.36	89.36	09/10/2024
3184	MASTERCARD	2024_08 GILB	Station Supplies	09/01/2024	30.00	30.00	09/10/2024
3184	MASTERCARD	2024_08 GILB	Dishwasher Repair	09/01/2024	129.95	129.95	09/10/2024
3184	MASTERCARD	2024_08 GILB	Uniform	09/01/2024	144.00	144.00	09/10/2024
3184	MASTERCARD	2024_08 GLAS	Fall Conference	09/01/2024	300.00	300.00	09/10/2024
3184	MASTERCARD	2024_08 GLAS	Fax	09/01/2024	34.99	34.99	09/10/2024
3184	MASTERCARD	2024_08 GLAS	transaction fee	09/01/2024	.31	.31	09/10/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2024_08 GRA	water, sewer, garbage, recycling	09/01/2024	192.30	192.30	09/10/2024
3184	MASTERCARD	2024_08 GRA	postage to 60174	09/01/2024	4.40	4.40	09/10/2024
3184	MASTERCARD	2024_08 GRA	10 books	09/01/2024	139.20	139.20	09/10/2024
3184	MASTERCARD	2024_08 GRA	planner, accessories	09/01/2024	42.98	42.98	09/10/2024
3184	MASTERCARD	2024_08 GRA	Registration for ""2024 Fall Retrea	09/01/2024	195.00	195.00	09/10/2024
3184	MASTERCARD	2024_08 GRA	subscription	09/01/2024	134.97	134.97	09/10/2024
3184	MASTERCARD	2024_08 GRA	2 books	09/01/2024	51.99	51.99	09/10/2024
3184	MASTERCARD	2024_08 GRA	1 book	09/01/2024	24.99	24.99	09/10/2024
3184	MASTERCARD	2024_08 GRA	1 book	09/01/2024	29.95	29.95	09/10/2024
3184	MASTERCARD	2024_08 GRA	postage to 59812; 59865; 21401;	09/01/2024	20.71	20.71	09/10/2024
3184	MASTERCARD	2024_08 GRA	2 books	09/01/2024	38.40	38.40	09/10/2024
3184	MASTERCARD	2024_08 GRA	5 books	09/01/2024	104.70	104.70	09/10/2024
3184	MASTERCARD	2024_08 GRA	postage to 98226; 50010; 80631;	09/01/2024	32.93	32.93	09/10/2024
3184	MASTERCARD	2024_08 GRA	postage to 59254	09/01/2024	5.11	5.11	09/10/2024
3184	MASTERCARD	2024_08 GRA	10 books	09/01/2024	234.40	234.40	09/10/2024
3184	MASTERCARD	2024_08 GRA	postage to 98225; 84111	09/01/2024	10.22	10.22	09/10/2024
3184	MASTERCARD	2024_08 GRA	refund on return	09/01/2024	764.08-	764.08-	09/10/2024
3184	MASTERCARD	2024_08 GRA	refund on return	09/01/2024	123.36-	123.36-	09/10/2024
3184	MASTERCARD	2024_08 GRA	2 books	09/01/2024	45.60	45.60	09/10/2024
3184	MASTERCARD	2024_08 GRA	16 books	09/01/2024	358.40	358.40	09/10/2024
3184	MASTERCARD	2024_08 GRA	postage to 80631; 87108; 59102	09/01/2024	14.62	14.62	09/10/2024
3184	MASTERCARD	2024_08 GRA	refund on return	09/01/2024	381.56-	381.56-	09/10/2024
3184	MASTERCARD	2024_08 HAPP	cloud storage for court	09/01/2024	.99	.99	09/10/2024
3184	MASTERCARD	2024_08 HAPP	Storage	09/01/2024	58.95	58.95	09/10/2024
3184	MASTERCARD	2024_08 HAR	Lodging for training	09/01/2024	369.74	369.74	09/10/2024
3184	MASTERCARD	2024_08 HAR	Bike tune up	09/01/2024	70.00	70.00	09/10/2024
3184	MASTERCARD	2024_08 HAR	Office chairs	09/01/2024	359.97	359.97	09/10/2024
3184	MASTERCARD	2024_08 HAR	Bike repairs - old unpaid bill	09/01/2024	254.00	254.00	09/10/2024
3184	MASTERCARD	2024_08 HOFF	Batter Backup for Black Mountain	09/01/2024	60.16	60.16	09/10/2024
3184	MASTERCARD	2024_08 KINNI	ELDT Theory Course- M Simmon	09/01/2024	77.63	77.63	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Boosted Facebook Post- Waterser	09/01/2024	10.00	10.00	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Safety Committee Supplies	09/01/2024	11.61	11.61	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Safety Committee Supplies	09/01/2024	11.62	11.62	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Safety Committee Supplies	09/01/2024	11.62	11.62	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Safety Committee Supplies	09/01/2024	11.62	11.62	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Safety Committee Supplies	09/01/2024	11.62	11.62	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Safety Committee Supplies	09/01/2024	11.62	11.62	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Boosted Facebook Post- Waterser	09/01/2024	10.00	10.00	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Boosted Facebook Post- Waterser	09/01/2024	10.00	10.00	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Boosted Facebook Post- Waterser	09/01/2024	10.00	10.00	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Boosted Facebook Post- Waterser	09/01/2024	10.00	10.00	09/10/2024
3184	MASTERCARD	2024_08 KINNI	2024 Chipseal Staff Supplies	09/01/2024	34.95	34.95	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Subscription renewal	09/01/2024	540.00	540.00	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Water Dept. Operating Supplies	09/01/2024	89.56	89.56	09/10/2024
3184	MASTERCARD	2024_08 KINNI	2024 Chipseal Staff Lunch	09/01/2024	76.42	76.42	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	8.84	8.84	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	8.84	8.84	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	8.84	8.84	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	8.84	8.84	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	8.84	8.84	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Sewer Vehicle Operating Supplies	09/01/2024	35.63	35.63	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	35.56	35.56	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	35.56	35.56	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	35.56	35.56	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	35.57	35.57	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	35.57	35.57	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	2.73	2.73	09/10/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	2.73	2.73	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	2.73	2.73	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	2.73	2.73	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	2.74	2.74	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	28.74	28.74	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Parks Dept. Operating Supplies	09/01/2024	22.86	22.86	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Safety Committee Supplies	09/01/2024	4.95	4.95	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Safety Committee Supplies	09/01/2024	4.95	4.95	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Safety Committee Supplies	09/01/2024	4.95	4.95	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Safety Committee Supplies	09/01/2024	4.95	4.95	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Safety Committee Supplies	09/01/2024	4.95	4.95	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Safety Committee Supplies	09/01/2024	4.95	4.95	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Stamps	09/01/2024	14.60	14.60	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Safety Committee Supplies	09/01/2024	9.26	9.26	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Safety Committee Supplies	09/01/2024	9.26	9.26	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Safety Committee Supplies	09/01/2024	9.26	9.26	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Safety Committee Supplies	09/01/2024	9.26	9.26	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Safety Committee Supplies	09/01/2024	9.27	9.27	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Safety Committee Supplies	09/01/2024	9.27	9.27	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Water Dept. Operating Supplies	09/01/2024	47.57	47.57	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	20.38	20.38	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	20.39	20.39	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	20.39	20.39	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	20.39	20.39	09/10/2024
3184	MASTERCARD	2024_08 KINNI	Operating Supplies	09/01/2024	20.39	20.39	09/10/2024
3184	MASTERCARD	2024_08 PURK	Medwrite	09/01/2024	5,587.78	5,587.78	09/10/2024
3184	MASTERCARD	2024_08 RUBI	Fire Fighter Ad - Recruiting	09/01/2024	575.00	575.00	09/10/2024
3184	MASTERCARD	2024_08 RUBI	Drinks/Cups for Leadership Meeti	09/01/2024	25.82	25.82	09/10/2024
3184	MASTERCARD	2024_08 RUBI	Boxed Lunches for Leadership Me	09/01/2024	240.50	240.50	09/10/2024
3184	MASTERCARD	2024_08 RUBI	Coaching - Finance	09/01/2024	900.00	900.00	09/10/2024
3184	MASTERCARD	2024_08 SEVE	Monthly Zoom Account Charges-	09/01/2024	56.59	56.59	09/10/2024
3184	MASTERCARD	2024_08 SKAG	Parks Dept. Operating Supplies	09/01/2024	845.57	845.57	09/10/2024
3184	MASTERCARD	2024_08 STOR	Street Dept. Operating Supplies	09/01/2024	3.88	3.88	09/10/2024
3184	MASTERCARD	2024_08 STOR	Perma-Zyme project lunch for staf	09/01/2024	109.80	109.80	09/10/2024
3184	MASTERCARD	2024_08 STOR	Perma-Zyme project lunch supplie	09/01/2024	23.30	23.30	09/10/2024
3184	MASTERCARD	2024_08 TARR	Flag Football Boosted Ad	09/01/2024	174.58	174.58	09/10/2024
3184	MASTERCARD	2024_08 TARR	Folding Tables	09/01/2024	137.18	137.18	09/10/2024
3184	MASTERCARD	2024_08 TARR	Flag Football School Advertiseme	09/01/2024	86.70	86.70	09/10/2024
3184	MASTERCARD	2024_08 TARR	Flag Football School Advertiseme	09/01/2024	45.00	45.00	09/10/2024
3184	MASTERCARD	2024_08 TARR	Communication Tool	09/01/2024	1.04	1.04	09/10/2024
3184	MASTERCARD	2024_08 TARR	Advertising	09/01/2024	12.00	12.00	09/10/2024
3184	MASTERCARD	2024_08 TARR	Solar Lights - Events	09/01/2024	24.68	24.68	09/10/2024
3184	MASTERCARD	2024_08 TIDW	Operating Supplies	09/01/2024	358.83	358.83	09/10/2024
3184	MASTERCARD	2024_08 TIDW	Operating Supplies	09/01/2024	379.99	379.99	09/10/2024
3184	MASTERCARD	2024_08 TIDW	Operating Supplies	09/01/2024	190.50	190.50	09/10/2024
3184	MASTERCARD	2024_08 TIDW	Operating Supplies	09/01/2024	177.45	177.45	09/10/2024
3184	MASTERCARD	2024_08 TIDW	Operating Supplies	09/01/2024	663.63	663.63	09/10/2024
3184	MASTERCARD	2024_08 TIDW	WRF Laboratory Supplies	09/01/2024	1,223.33	1,223.33	09/10/2024
3184	MASTERCARD	2024_08 TIDW	WRF Laboratory Supplies	09/01/2024	4.76	4.76	09/10/2024
3184	MASTERCARD	2024_08 TIDW	Corolla Registration	09/01/2024	46.95	46.95	09/10/2024
3184	MASTERCARD	2024_08 TOW	Ford Registration	09/01/2024	41.72	41.72	09/10/2024
3184	MASTERCARD	2024_08 TOW	Ford Registration terminal fee	09/01/2024	.96	.96	09/10/2024
Total MASTERCARD:					19,816.54	19,816.54	

**MIDWAY RENTAL, INC.**

3040	MIDWAY RENTAL, INC.	2001176-0001	BRISTLE CONVOLUTED BLACK	09/20/2024	881.20	881.20	10/04/2024
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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3040	MIDWAY RENTAL, INC.	2001228-0001	BUFF PAD	09/20/2024	15.00	15.00	10/04/2024
Total MIDWAY RENTAL, INC.:					896.20	896.20	
<b>MONTANA DEPT OF ENVIRONMENTAL</b>							
2346	MONTANA DEPT OF ENVIRONM	5J2500063	APPLICATION FEE	09/15/2024	210.00	210.00	10/04/2024
Total MONTANA DEPT OF ENVIRONMENTAL:					210.00	210.00	
<b>MONTANA OCCUPATIONAL HEALTH</b>							
10006	MONTANA OCCUPATIONAL HEA	18964	PHYSICALS	09/25/2024	763.00	763.00	10/04/2024
Total MONTANA OCCUPATIONAL HEALTH:					763.00	763.00	
<b>MOUNTAIN AIR SPORTS</b>							
34	MOUNTAIN AIR SPORTS	12199	FLAG FOOTBALL UNIFORM	09/30/2024	2,003.00	2,003.00	10/04/2024
Total MOUNTAIN AIR SPORTS:					2,003.00	2,003.00	
<b>MOUNTAIN FRESH CLEANING</b>							
10005	MOUNTAIN FRESH CLEANING	FB0000128	JANITORIAL SERVICE	10/01/2024	2,800.00	2,800.00	10/04/2024
Total MOUNTAIN FRESH CLEANING:					2,800.00	2,800.00	
<b>MOUNTAIN TURF PROPERTY CARE</b>							
10006	MOUNTAIN TURF PROPERTY C	2024.10.14	CLEANUP	10/14/2024	4,337.00	4,337.00	10/04/2024
Total MOUNTAIN TURF PROPERTY CARE:					4,337.00	4,337.00	
<b>MSU EXTENSION SERVICE</b>							
3275	MSU EXTENSION SERVICE	36	ECONOMIC & COMMUNITY DEV	09/17/2024	2,886.77	2,886.77	10/04/2024
Total MSU EXTENSION SERVICE:					2,886.77	2,886.77	
<b>MUNICIPAL EMERGENCY SERVICES</b>							
2604	MUNICIPAL EMERGENCY SERV	IN2119196	HELMETS	09/16/2024	2,103.81	2,103.81	10/04/2024
Total MUNICIPAL EMERGENCY SERVICES:					2,103.81	2,103.81	
<b>NORTHWESTERN ENERGY</b>							
151	NORTHWESTERN ENERGY	0709882-5 202	229 River Drive - Pump Civic Cent	09/23/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720122-1 202	400 North M	09/23/2024	.00	.00	
Total NORTHWESTERN ENERGY:					.00	.00	
<b>PITNEY BOWES</b>							
10001	PITNEY BOWES	2024.9.12	Postage	09/12/2024	1,000.00	1,000.00	09/12/2024
10001	PITNEY BOWES	2024.9.23	Postage	09/23/2024	1,000.00	1,000.00	09/23/2024
Total PITNEY BOWES:					2,000.00	2,000.00	
<b>PROROVER</b>							
10003	PROROVER	2024.9.18	TREE CARE	09/18/2024	11,750.00	11,750.00	10/04/2024
Total PROROVER:					11,750.00	11,750.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>ROTO-ROOTER - BOZEMAN</b>							
2657	ROTO-ROOTER - BOZEMAN	80506	Library -SINK	07/11/2024	250.00	250.00	10/04/2024
Total ROTO-ROOTER - BOZEMAN:					250.00	250.00	
<b>SALT LAKE WHOLESALE SPORTS</b>							
2213	SALT LAKE WHOLESALE SPOR	100245	BALLISTIC TIP	09/18/2024	360.32	360.32	10/04/2024
Total SALT LAKE WHOLESALE SPORTS:					360.32	360.32	
<b>SECURITY SOLUTIONS, INC.</b>							
3020	SECURITY SOLUTIONS, INC.	19852-A	COMMERCIAL ALARM MONITO	10/01/2024	96.00	96.00	10/04/2024
Total SECURITY SOLUTIONS, INC.:					96.00	96.00	
<b>SHAMROCK FOODS COMPANY</b>							
10006	SHAMROCK FOODS COMPANY	31849960	STATION SUPPLIES	09/13/2024	426.15	426.15	10/04/2024
Total SHAMROCK FOODS COMPANY:					426.15	426.15	
<b>SPECIAL LUBE</b>							
1814	SPECIAL LUBE	224-280-22009	Oil Change	09/20/2024	91.17	91.17	10/04/2024
Total SPECIAL LUBE:					91.17	91.17	
<b>STAFFORD ANIMAL SHELTER</b>							
1439	STAFFORD ANIMAL SHELTER	478	MAY SERVICES	06/01/2024	3,333.33	3,333.33	10/04/2024
1439	STAFFORD ANIMAL SHELTER	479	JUNE SERVICES	07/01/2024	3,333.33	3,333.33	10/04/2024
1439	STAFFORD ANIMAL SHELTER	480	JULY SERVICES	08/01/2024	3,833.33	3,833.33	10/04/2024
1439	STAFFORD ANIMAL SHELTER	481	AUGUST SERVICES	09/01/2024	3,833.33	3,833.33	10/04/2024
Total STAFFORD ANIMAL SHELTER:					14,333.32	14,333.32	
<b>SUNBELT RENTALS INC</b>							
10006	SUNBELT RENTALS INC	159188237-00	PIPE PLUG	09/13/2024	199.00	199.00	10/04/2024
Total SUNBELT RENTALS INC:					199.00	199.00	
<b>TD&amp;H ENGINEERING, INC</b>							
3390	TD&H ENGINEERING, INC	39707	I&I PROJECT	09/17/2024	5,700.00	5,700.00	10/04/2024
3390	TD&H ENGINEERING, INC	39708	ON CALL SERVICES	09/17/2024	240.00	240.00	10/04/2024
3390	TD&H ENGINEERING, INC	39708	ON CALL SERVICES	09/17/2024	80.00	80.00	10/04/2024
3390	TD&H ENGINEERING, INC	39708	ON CALL SERVICES	09/17/2024	80.00	80.00	10/04/2024
3390	TD&H ENGINEERING, INC	39709	ON CALL SERVICES-NORTHHTO	09/17/2024	80.00	80.00	10/04/2024
3390	TD&H ENGINEERING, INC	39709	ON CALL SERVICES-NORTHHTO	09/17/2024	80.00	80.00	10/04/2024
3390	TD&H ENGINEERING, INC	39709	ON CALL SERVICES-NORTHHTO	09/17/2024	80.00	80.00	10/04/2024
3390	TD&H ENGINEERING, INC	39710	ON CALL SERVICES-LOVES	09/17/2024	240.00	240.00	10/04/2024
3390	TD&H ENGINEERING, INC	39710	ON CALL SERVICES-LOVES	09/17/2024	240.00	240.00	10/04/2024
3390	TD&H ENGINEERING, INC	39711	BENNETT ST LOOP CONNECTI	09/17/2024	1,405.00	1,405.00	10/04/2024
Total TD&H ENGINEERING, INC:					8,225.00	8,225.00	
<b>THE ABBI AGENCY</b>							
10005	THE ABBI AGENCY	3093	CORPORATE TOOLKIT	10/01/2024	4,220.00	4,220.00	10/04/2024
Total THE ABBI AGENCY:					4,220.00	4,220.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>THE MAIN PRINT SHOP</b>							
10006	THE MAIN PRINT SHOP	19706	BUSINESS CARDS	09/20/2024	26.95	26.95	10/04/2024
Total THE MAIN PRINT SHOP:					26.95	26.95	
<b>TRANSUNION RISK &amp; ALTERNATIVE</b>							
3376	TRANSUNION RISK & ALTERNA	380349-20240	investigative resear	10/01/2024	75.00	75.00	10/04/2024
Total TRANSUNION RISK & ALTERNATIVE:					75.00	75.00	
<b>UPS STORE #2420, THE</b>							
292	UPS STORE #2420, THE	10/3/2024	Shipment	10/03/2024	6.65	6.65	10/04/2024
292	UPS STORE #2420, THE	2024.9.23	Shipment	09/23/2024	15.37	15.37	10/04/2024
Total UPS STORE #2420, THE:					22.02	22.02	
<b>US DIRECT LLC</b>							
10006	US DIRECT LLC	717423	STUMP GRINDER	09/23/2024	9,545.98	9,545.98	10/04/2024
Total US DIRECT LLC:					9,545.98	9,545.98	
<b>WESTERN EMULSIONS, INC.</b>							
2963	WESTERN EMULSIONS, INC.	10-579150	CRS-2	07/22/2024	2,234.40	2,234.40	10/04/2024
2963	WESTERN EMULSIONS, INC.	10-583035	HFMS-2	08/12/2024	25,172.90	25,172.90	10/04/2024
Total WESTERN EMULSIONS, INC.:					27,407.30	27,407.30	
<b>WHISTLER TOWING, LLC</b>							
3237	WHISTLER TOWING, LLC	8614	MEDIC 4 REPAIRS	09/24/2024	221.23	221.23	10/04/2024
Total WHISTLER TOWING, LLC:					221.23	221.23	
<b>WISPWEST.NET</b>							
2087	WISPWEST.NET	375870	Internet-CIVIC CENTER	09/21/2024	63.51	63.51	10/04/2024
2087	WISPWEST.NET	375870	Internet SOCCER	09/21/2024	85.19	85.19	10/04/2024
Total WISPWEST.NET:					148.70	148.70	
<b>XYLEM DEWATING SOLUTION, INC.</b>							
2432	XYLEM DEWATING SOLUTION, I	3556D41549	LAMP	09/13/2024	5,761.00	5,761.00	10/04/2024
Total XYLEM DEWATING SOLUTION, INC.:					5,761.00	5,761.00	
<b>YELLOWSTONE NEWS GROUP</b>							
10005	YELLOWSTONE NEWS GROUP	521671	COMMISSION	06/01/2024	48.00	48.00	10/04/2024
10005	YELLOWSTONE NEWS GROUP	521678	LEGAL NOTICE PLANNING	06/08/2024	52.00	52.00	10/04/2024
10005	YELLOWSTONE NEWS GROUP	522529	PUBLIC NOTICE	06/01/2024	52.00	52.00	10/04/2024
10005	YELLOWSTONE NEWS GROUP	523643	PROPOSED RATE INCREASE	06/01/2024	21.66	21.66	10/04/2024
10005	YELLOWSTONE NEWS GROUP	523643	PROPOSED RATE INCREASE	06/01/2024	21.66	21.66	10/04/2024
10005	YELLOWSTONE NEWS GROUP	523643	PROPOSED RATE INCREASE	06/01/2024	21.68	21.68	10/04/2024
10005	YELLOWSTONE NEWS GROUP	523749	PROPOSED RATE INCREASE	06/01/2024	21.68	21.68	10/04/2024
10005	YELLOWSTONE NEWS GROUP	523749	PROPOSED RATE INCREASE	06/01/2024	21.67	21.67	10/04/2024
10005	YELLOWSTONE NEWS GROUP	523749	PROPOSED RATE INCREASE	06/01/2024	21.65	21.65	10/04/2024
10005	YELLOWSTONE NEWS GROUP	523759	PROPOSED RATE INCREASE	06/01/2024	21.66	21.66	10/04/2024
10005	YELLOWSTONE NEWS GROUP	523759	PROPOSED RATE INCREASE	06/01/2024	21.66	21.66	10/04/2024
10005	YELLOWSTONE NEWS GROUP	523759	PROPOSED RATE INCREASE	06/01/2024	21.68	21.68	10/04/2024
10005	YELLOWSTONE NEWS GROUP	525519	PUBLIC NOTICE	06/15/2024	39.00	39.00	10/04/2024



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10005	YELLOWSTONE NEWS GROUP	536193	PUBLIC NOTICE	07/13/2024	65.00	65.00	10/04/2024
Total YELLOWSTONE NEWS GROUP:					451.00	451.00	
Grand Totals:					189,913.11	189,913.11	

Dated: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**File Attachments for Item:**

**C. APPOINTMENT OF DEB KOWALZEK TO THE TOURISM BUSINESS IMPROVEMENT DISTRICT BOARD OF TRUSTEES**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingtonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
Quentin Schwarz  
Torrey Lyons  
James Willich

Date: October 15, 2024  
To: Chair Kahle and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Approving the Appointment of Deb Kowalzek to the Tourism Business Improvement District Board of Trustees.**

**Recommendation and Summary**

The City Manager is recommending the Commission approve the appointment of Deb Kowalzek to serve on the Tourism Business Improvement District Board of Trustees by adopting the following motion:

**“I move to approve the City Manager’s request to appoint the Deb Kowalzek to the Tourism Business Improvement District, as recommended by the TBID board.”**

The reasons for the recommendation are as follows:

- The TBID By-laws dictate the board of trustees shall nominate candidates for appointment to the board with consent of the City Commission in accordance with state code.

**Introduction and History**

The mission of the Livingston TBID is “to enhance the economic vitality of Livingston by generating room nights for the city’s lodging facilities through effective sales and marketing strategies, building collaborative partnerships and promoting Livingston as a year-round visitor, convention, and event destination.” The Livingston TBID is funded by a flat fee of \$2 per room night on individuals staying at lodging facilities within the Livingston city limits.

**Analysis**

A vacancy exists on the Board due to the transition of an existing member. The property represented by the exiting member has nominated a new member to fill the vacancy.

**Fiscal Impact**

The TBID is an uncompensated Board of volunteers so there is no fiscal impact from filling the vacancy.

**Strategic Alignment**

A fully staffed board will enable the TBID to execute its mission.

**Attachments**

- Attachment A: TBID Application received



CITY OF LIVINGSTON, MONTANA APPLICATION FOR THE LIVINGSTON TOURISM BUSINESS IMPROVEMENT DISTRICT (TBID) BOARD OF TRUSTEES

Date: 9/23/2024

Name: Deb Kowalzek

Physical Address:

Mailing Address (if different):

Email:

Phone(s):

Name of Property Owned within the District: Home2 Suites

Address of Property: 1625 W Park St, Livingston, MT 59047

Are you the owner of the property within the District, or the designee of an owner of property within the District? Yes No

I Doug Braham certify that I am a property owner within the District and I am duly authorized to either serve on the Board of Trustees or appoint Deb Kowalzek as my designee.

Doug Braham Property Owner Signature Date 9/23/24

PLEASE NOTE: An application from the manager of a hotel must contain a signed statement from the owner indicating that the hotel manager is authorized to represent the owner or a note from the corporate officer authorized to represent the board.

Have you ever served on a City or County board? (If so, where, what board, and how long?)

Please explain your relevant qualifications, interests, and experiences.

References (Individual or Organization) Name: Phone:

This application is considered public record.

Please print and sign this application where appropriate and mail to: Livingston Tourism Business Improvement District PO Box 348, Livingston, MT 59047 or email to: info@explorelivingstonmt.com



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## TBID BOARD OF DIRECTORS VOTING ON BOARD APPLICANT

September 27, 2024, Via Email Vote

**Present** - (alpha order) Angelica Amant, Kathleen Kaul, Zoe Randall, Alex Reichert, Melinda Zoeckler

**Abstain** - Doug Braham

**Review/Modify/Approve Board Applicant Deb Kowalzek** – Home2 Suites General Manager and longtime Livingston lodging pro, Deb Kowalzek, has been nominated to replace Doug Braham on the Board.

*Motion to approve Deb Kowalzek's application for the TBID Board by Kathleen/Second by Zoe/Approved Unanimously.*

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**Board of Directors**

Angelica Amant, Doug Braham, Kathleen Kaul, Zoe Randall, Alex Reichert, Melinda Zoeckler

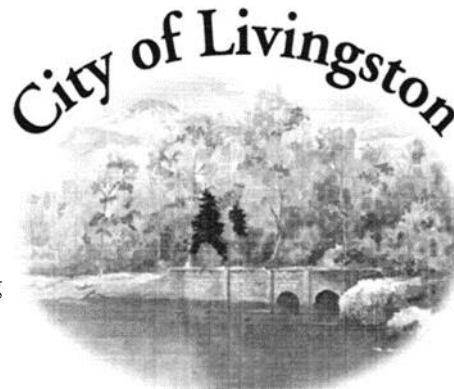
**File Attachments for Item:**

**D. AGREEMENT 20123 WITH BRIDGER BOWL INCORPORATED FOR PARKING AT THE CIVIC CENTER**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chair**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
Quentin Schwarz  
Torrey Lyons  
James Willich

Date: October 15, 2024  
To: Chair Kahle and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Agreement 20123 with Bridger Bowl Inc.**

**Recommendation and Summary**

Staff is recommending the Commission approve Agreement 20123 with Bridger Bowl Inc. to allow non-exclusive use of certain city facilities as a park-and-ride lot by adopting the following motion:

“I move to approve Agreement Number 20123 with Bridger Bowl Inc. and authorize the City Manager to sign the Agreement.”

The reasons for the recommendation are as follows:

- Bridger Bowl Inc. has inquired with the City about utilizing a portion of the Civic Center parking lot as an employee shuttle for employees of Bridger Bowl.
- City staff did not experience or observe any operational or public use conflicts last winter with a similar arrangement.

**Introduction and History**

For the second year in a row, Bridger Bowl Inc. has inquired with the City about utilizing a portion of the Civic Center parking lot as a park-and-ride location to support the operations of a shuttle for employees of Bridger Bowl. No overnight parking of the shuttle or user vehicles is contemplated as part of this agreement nor is public use of the shuttle.

**Analysis**

City staff has reviewed the request and also last year’s performance which did not create any operational or public use conflicts. A small monthly rental charge is included to offset City costs associated with plowing the parking area. Additionally, liability insurance will provide coverage for any claims that may arise out of the agreement.

**Fiscal Impact**

The rental charge is intended to offset any minimal costs associated with the use.

**Strategic Alignment**

Growth Policy strategy 4.1.3.3 encourages the City to “Reduce climate disruption through compact growth and increased transportation choices that reduce the need for driving.” Enabling an employee shuttle provides increased transportation choice which should reduce the need for certain community members to drive.

**Attachments**

- Attachment A: Agreement 20123



**LEASE AGREEMENT**

AGREEMENT made and entered into as of the 15th day of October 2024, by and between the City of Livingston, a municipal corporation and political subdivision of the State of Montana, with its principal office located at 220 E. Park Street, Livingston, Montana 59047, hereinafter referred to as the “City,” and Bridger Bowl Inc, of 15795 Bridger Canyon Road, Bozeman Montana 59715, hereinafter referred as “Lessee.”

**Recitals.**

**WHEREAS,** The City owns certain land located in the City of Livingston commonly known as the Civic Center parking lot in Miles Park; and

**WHEREAS,** The City recognizes the community health and safety benefits of shared commuting arrangements and is desirous of leasing to LESSEE to facilitate such a service; and

**WHEREAS,** LESSEE is desirous of leasing from the City said property under the terms and conditions contained in this agreement for use as a parking area for area employees utilizing a shuttle service to a common employment destination;

**NOW THEREFORE;** the non-exclusive lease of such property on such days by the Lessee is agreed as follows:

**SECTION ONE  
Description of Property**

The City owns certain land located in commonly known as the Civic Center parking lot in Miles Park, Livingston, Montana.

**SECTION TWO  
Inspection, Representations and Warranties**

LESSEE hereby acknowledges and agrees that it leases the property based upon its own inspection, knowledge and judgment and has not relied upon any representations or warranties, either

expressed or implied, from the City, its officers, employees, or agents. LESSEE hereby holds the City, its officers, employees or agents harmless and agrees to indemnify the City from any and all damage or destruction or property to and/or injury or death to persons growing out of the lease of said property.

**SECTION THREE  
Term and Rental Fees**

The term of this lease shall be for the duration of the Bridger Bowl ski season which ends in 2024. LESSEE agrees to pay, without demand, to the City as rent for the property the sum of \$300.00 per month, on or before the 10<sup>th</sup> day of each month.

**SECTION FOUR  
Insurance/Hold harmless**

To the fullest extent allowed by law, LESSEE agrees to save, defend, indemnify and hold harmless the City, its officers, employees and agents from any and all claims, losses, expenses and damages, including, but not limited to, court costs and reasonable attorney fees, which may be asserted against the City arising of the negligence or negligent or intentional acts of LESSEE in connection with this agreement.

LESSEE agrees, at its sole expense, to obtain and keep in full force and effect adequate insurance against general liability, automobile liability and physical damage, naming the City as a named additional insured, with policy limits in the amount of not less than \$750,000.00 per person and \$1,500,000.00 per occurrence as currently provided by Mont. Code Ann. § 2-9-108, or such other amount as the State legislature may provide by amendment to said statute to cover loss, damage or injury to persons or property which might arise out of the performance of their duties under this agreement and shall provide a Certificate of Insurance to the City.

**SECTION FIVE  
Not Used**

This section Not Used.

**SECTION SIX  
Use of Premises**

The LESSEE will have non-exclusive use of a designated portion of the premises during the length of the contract. The property will generally remain available for the City and community’s beneficial use throughout the agreement. No overnight storage of vehicles is contemplated under this agreement.

LESSEE acknowledges hereby that the City hereby reserves the right to enter into additional leases with third parties, however, the City agrees that such leases shall not interfere with LESSEE’s use of the leased property.

**SECTION SEVEN  
Assignment**

Without the prior written consent of City, LESSEE shall not assign this Lease.

**SECTION EIGHT  
Alterations and Improvements**

LESSEE may mow the grass and otherwise clean the site but no significant alterations or improvements are allowed without prior consent in writing from the City. All agreed upon alterations, changes, and improvements built, constructed, or placed on the demised premises by LESSEE, with the exception of fixtures removable without damage to the premises and moveable personal property, shall, unless otherwise provided by written agreement between City and LESSEE, be the property of City and remain on the demised premises at the expiration or sooner termination of this Lease.

**SECTION NINE  
Maintenance and Repair**

LESSEE will advise City of any observed maintenance and repair issues that may arise during the course of the lease.

**SECTION TEN  
Dangerous Materials**

LESSEE shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**SECTION ELEVEN  
Right of Inspection**

City and its agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and any improvements thereon.

**SECTION TWELVE  
Surrender of Premises**

At the expiration of the Lease term, LESSEE shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this Lease, reasonable use and wear thereof and damages by the elements excepted.

**SECTION THIRTEEN  
Termination and Default**

In the event that use of the facility by LESSEE interferes with the City or other governmental agencies, private entities, residents or organizations located adjacent thereto which are in existence as of December 2023, this lease shall become null and void, if said interference cannot be corrected by LESSEE.

This lease may be terminated by either party by giving six (6) days written notice to the other party.

**SECTION FOURTEEN  
Binding Effect**

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.

**SECTION FIFTEEN**  
**Notice**

Notices shall be mailed at the addresses set forth herein, or at such other address as the respective parties shall give to the other party by written notice of any such change. Notice shall be deemed complete when the notice is deposited into the United States Postal Service and addressed to the address provided by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF LIVINGSTON

Bridger Bowl Inc.

\_\_\_\_\_  
GRANT GAGER  
City Manager

\_\_\_\_\_  
Hiram Towle  
General Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
JON HESSE  
Livingston City Attorney

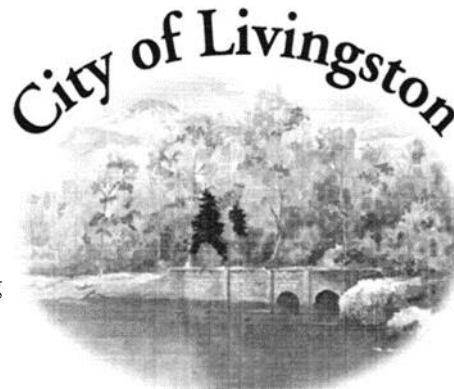
**File Attachments for Item:**

**E. AGREEMENT 20124 WITH MONTANA DEPARTMENT OF TRANSPORTATION FOR THE LOCAL MANAGEMENT OF THE MONTANA STREET STPU PROJECT**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chair**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
Quentin Schwarz  
Torrey Lyons  
James Willich

Date: October 15, 2024  
To: Chair Kahle and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Agreement 20124 for Montana Street  
Surface Transportation Program Urban Project**

**Recommendation and Summary**

Staff is recommending the City Commission approve Agreement 20124 with the Montana Department of Transportation for local management of the Montana Street urban project. The Commission may do so using the following recommended motion:

“I move to approve Agreement 20124 with the Montana Department of Transportation for managing the construction and maintenance of the Montana Street urban project.”

The reasons for the recommendation are as follows:

- The City has an annual allocation to fund projects on urban routes.
- The City has been working with MDT to advance the project to the preliminary engineering phase.

**Introduction and History**

The Montana Department of Transportation (MDT) administers Surface Transportation Program -Urban (STPU). In 2022, the City nominated, and the Transportation Coordinating Committee (TCC) approved, the Montana Street 7<sup>th</sup> to 12<sup>th</sup> Street project as its priority project for the STPU program. In January 2024, the City Commission affirmed its support for the project and approved the project funding agreement at its October 1, 2024, meeting.

**Analysis**

This project will improve Montana Street to meet current City Street standards by improving the right-of-way to include sidewalks, curb and gutters while also adding storm water infrastructure and adding street lights. The City and MDT have worked together to pursue project delivery using the Local Agency Guidelines process which will enable the City to plan, design and construct this project. This agreement establishes the responsibilities and duties of the Parties in respect to project activities including reconstruction, curb and gutter, sidewalks, ADA upgrades, and storm drain improvements on a portion of Montana Street located within the City of Livingston, Montana.

**Fiscal Impact**

The agreement will enable the use of state and federal funds for the project. The City will be responsible for project costs beyond the available state and federal funds; such costs are not anticipated at this time.

**Strategic Alignment**

The project aligns with the Growth Policy as follows:

Objective 8.1.1 : Improve pedestrian and bicycle safety within the City.

Strategy 8.1.2.1: Explore developing roadway standards that accommodate bike/auto/pedestrian and transit.

Goal 8.2: Create a complete and well-maintained transportation network within the City.

Objective 8.2.7.1 Prioritize roadway construction or improvements in areas that have been dedicated as mixed use or higher density in the Growth Policy.

Strategy 8.2.7.3: Carefully assess the induced demand impacts of transportation improvements, providing these improvements strategically for intended growth, not in response to development that is out-of-step with the goals of the Growth Policy.

**Attachments**

- Attachment A: STPU Local Agency Guidelines Agreement



## City/County/Town Construction Agreement Checklist

This agreement is intended to be used on MDT-constructed projects that involve cities, counties, or towns. Filling out the information below will help you ensure you have all the necessary information to complete this agreement and will assist reviewers. **This checklist must be included with your proposed agreement when it is distributed for review.**

**Agreement with:** City of Livingston  
**Enter entire string:** City of Livingston  
**Prepared by:** Dave Holien

### General Project Information

1. **Federal Project ID:** TBD  
**UPN:** 10595000  
**Project Name:** Montana St-Livingston  
**Route:** U-7402  
**System:** Urban  
**Local Street Name:** Montana Street  
**Begin RP:** 0.277  
**End RP:** 0.626  
**Project Scope:** reconstruction Other: [Click or tap here to enter text.]  
**Maintaining Authority:** Local Govt.  
**Is this within an MPO area?** No  
**Bridge Identification Number/NBI:** [Enter Bridge IN/NBI if Applicable]

### Required Project Provisions

Will the project have a Storm Water Pollution Prevention Plan (SWPPP)? Yes  
Is the project in a Municipal Separate Storm Sewer System (MS4) area? No  
  
Does the project involve a Class V injection well? No

### Project Features

Select the checkbox next to every feature listed below that your project includes and that you intend to address in the current agreement. Standard language is provided in the template for these features.

- Sidewalks
- Shared-Use Path
- Lighting
- Landscaping and/or Irrigation
- Benches/Bike Racks/Planters/Tree Grates
- Bulb-outs
- and/or other Sidewalk Amenities

List any other project features covered by this agreement: Click or tap here to enter text.

### Special Funding (Fill out if applicable)

If the project involves funding types that require local government funding contribution (e.g. matching funds or funds to finance specific project features) and/or concurrence with the use of funding, indicate below.

**Funding Type:** STPU  
**Local Agency Funding?** No  
If "Other" selected, describe funding: Click or tap here to enter text.

**Did you edit any of the standard language in the template?**  Yes  No

**Construction, Maintenance, and Local Agency Guidelines (LAG)  
Agreement  
TBD  
Montana St-Livingston  
UPN 10595000**

This Agreement by and between City of Livingston (City), and the Montana Department of Transportation (MDT, Department, or State) (collectively, Parties), establishes the responsibilities and duties of the Parties in respect to project activities including reconstruction, curb and gutter, sidewalks, ADA upgrades, and storm drain improvements on a portion of Montana Street located within the City of Livingston, Montana.

**Whereas**, the construction will be accomplished through Uniform Project Number 10595000, Federal-Aid Project Number TBD, titled Montana St-Livingston (Project) located on Montana Street between 0.277 and 0.626, and as shown in the map in Attachment B; and,

**Whereas**, State and/or Federal Highway Administration (FHWA) funds will be used to pay for the construction, the City and State must ensure that federal and state requirements are met in fulfilling its obligations to the FHWA and for the Project to remain eligible for state and/or federal funding; and,

**Whereas**, the Project lies on the designated Urban Highway System under the jurisdiction of the Montana Transportation Commission and MDT as per Mont. Code Ann. 60-2-110; and,

**Whereas**, costs necessary to complete the Project shall be funded by the Urban Program and are discussed in a separate funding agreement in Attachment C; and,

**Whereas**, the City and MDT are also parties to a City-Maintained Urban Highway System Routes Citywide Memorandum of Agreement (Citywide MOA) setting forth the responsibilities of the Parties related to performance of construction and maintenance of roadway and right-of-way features on Urban Highway System Routes designated by the Montana Transportation Commission and not maintained by MDT, as shown in Attachment D; and,

**Whereas**, the City and MDT recognize the need to construct the Project and to duly execute this Agreement in advance of construction phase programming; and,

**Whereas**, the City desires to have the Project constructed, the City deeming it to be a valuable and beneficial consideration, and it will perform the functions, duties and responsibilities as set forth in Agreement;

Now, therefore, the Parties agree as follows:

**ARTICLE I. FEDERAL SUBRECIPIENT AWARD INFORMATION**

1. City's Unique Entity ID is NJM6DWE7LBM3;
2. This Project is not for research and development;
3. Federal Award Identification Number (FAIN) 693JJ2223000;
4. Federal Award Project Description: Urban Program;
5. Awarding Agency: FHWA;
6. The Period of Performance begins the date this Project is federally programmed until the closure date;
7. Indirect Cost Rate: If the City chooses to claim an indirect cost rate for reimbursement, it must do so in accordance with 2 CFR Part 200.414 and Section E, Appendices III-VIII. The City may use the current 15% de minimis indirect cost rate, unless the City has an indirect cost rate approved by a cognizant agency and submits a copy of the indirect cost approval letter to MDT.

**ARTICLE II. GENERAL OBLIGATIONS OF MDT**

1. MDT will provide appropriate and timely input during the Project's development.
2. If the City does not fulfill their maintenance requirements as stated herein, MDT may complete the required maintenance and seek compensation from the City. In doing so, MDT must first provide notice to the City allowing time to complete any such maintenance. If MDT performs such maintenance under this section, it must provide detailed invoices of such costs to the City.
3. MDT may complete any maintenance required due to a public emergency and seek compensation from the City for any costs incurred. In doing so, MDT may first provide notice to the City, when possible, allowing time to complete any such maintenance. If MDT performs maintenance under this section, it must provide detailed invoices of such costs to the City.

**ARTICLE III. GENERAL OBLIGATIONS OF THE CITY**

1. The City will design, award, and administer a construction contract to construct the Project.
2. The City will provide MDT with opportunities to participate in the Project's development, including invitation to the final inspection of the Project.
3. The City agrees to conform in all regards to Mont. Code Ann. Title 61, Chapter 8, and will not take any action, by enacting an ordinance or otherwise, in contradiction of the traffic laws in Mont. Code Ann. Title 61, Chapter 8.
4. The City will continue to enforce the ordinances, laws and/or regulations necessary and essential for the operations of the Project.

5. The City will conduct all Roadway Maintenance as defined and set forth in the Citywide MOA, incorporated herein by this reference (see Attachment D).
6. The City is responsible for issuing all future encroachment and approach permits in accordance with the Citywide MOA (see Attachment D).
7. The City, at its sole expense, must obtain and maintain all federal, state and local building permits or other permits of any type or nature required by a governing authority, except as noted in this Agreement.
8. The City is responsible for issuing all future encroachment and approach permits and ensuring the resulting actions do not interfere with roadway or pedestrian travel or decrease safety.
9. The City agrees to regulate utility occupancy on the right-of-way of this road in conformance with occupancy regulations that comply with or are more restrictive than the requirements of the Administrative Rule of Montana, 18.7.201 thru 18.7.241, governing "Right of Way Occupancy by Utilities."
10. The City agrees that it will assume full and complete responsibility for the Project including accepting any right of way acquired for the Project and ownership and responsibility for any permits obtained for the Project.

**ARTICLE IV. PROJECT-SPECIFIC PROVISIONS**

**1. Construction Storm Water General Permit**

- a. The City is solely responsible for ensuring compliance with the Construction Storm Water General Permit if one is needed for construction of the Project.

**ARTICLE V. PROJECT-SPECIFIC FEATURES**

**1. Sidewalks**

- a. Upon completion of the Project by the City and its Contractor, the City agrees to maintain and repair the sidewalks within the Project limits and ensure they are safe and functional for the traveling public.

**ARTICLE VI. GENERAL OBLIGATIONS OF THE PARTIES**

1. The CITY shall meet the requirements for Federal-Aid funding set forth in this Agreement. The CITY and MDT agree that the PROJECT is a pilot project for a revised Local Agency Guidelines (LAG) process and will utilize the guidance set forth in the existing MDT LAG Manual (September 2013) where applicable and practical. The CITY and MDT agree to work in partnership to resolve any requirements of the LAG Manual that are not practical or feasible in the delivery and administration of this PROJECT.

2. The PARTIES shall manage the delivery of the project phases and project areas of responsibility as identified below.

- a. Project Phases:

- i. [PL] Program Development (Planning) - **MDT**
- ii. [PE] Project Development (NEPA/MEPA, Design, Permitting) - **CITY**
- iii. [RW] Right of Way Acquisition - **CITY**
- iv. [IC] Utilities - **CITY**
- v. [CN/CE] Advertising Bid & Award - **CITY**
- vi. [CN & CE] Construction Contract Admin and Closeout - **CITY**

- b. CITY Project Area Responsibilities :

- i. Consultant selection and contract administration;
- ii. Design;
- iii. Environmental document preparation;
- iv. Advertisement, bid, and award;

- v. Civil Rights project management oversight, which includes compliance with the Americans with Disabilities Act (ADA), Disadvantaged Business Enterprise (DBE), Equal Employment Opportunity (EEO), On the Job Training (OJT), and Title VI Programs;
- vi. Construction contract administration.

c. MDT Project Area Responsibilities:

- i. Civil Rights reporting for ADA, DBE, EEO, OJT, and Title VI Programs;
- ii. Approval of Environmental documents and/or submittal of certification to FHWA that the action qualifies for a Categorical Exclusion (CE) for projects as allowed in section IV.A. of the Programmatic Agreement Regarding the Processing of Action Classified as Categorical Exclusions for Federal-Aid Highway Projects and Amendment 1.
- iii. Final Environmental certifications;
- iv. Final certification of Right of Way (RW) transactions;
- v. Final certification of Utilities;
- vi. Requests for authorization of FHWA funds;
- vii. Public interest findings determinations;
- viii. Project final acceptance.

d. FHWA Project Area Responsibilities:

- i. Approval of National Environmental Policy Act (NEPA/MEPA) environmental documents as described in Section IV.B of the Programmatic Agreement Regarding the Processing of Action Classified as Categorical Exclusions for Federal-Aid Highway Projects and Amendment 1. and coordination of Endangered Species Act (ESA) consultation with USFWS.
- ii. Approval of MDT’s ADA, DBE, EEO, OJT, and Title VI programs
- iii. Authorization of FHWA funds
- iv. “Buy America” waiver requests
- v. Experimental features and special experimental projects
- vi. Periodic audits of program and specific projects

3. The PARTIES agree to the following project personnel and communication structure:

- a. Project Manager – will be appointed and retained by the CITY and is the person with responsible charge as defined in 23 CFR 172.9. The CITY

may appoint and retain different Project Managers for various project phases and will inform MDT of any change in Project Management.

- b. Local Agency Liaison – will be appointed and retained by MDT to provide assistance as requested by the CITY. This liaison may be different MDT personnel during the design and construction phases.
- c. MDT Program Manager – will work directly with the Project Manager and Local Agency Liaison as needed.
- d. CITY Engineer – will provide principal oversight dedicating reasonable support and resources necessary for successful delivery of the project.

4. CITY LAG OBLIGATIONS

- a. The CITY shall meet the requirements set forth in the MDT LAG Manual (September 2013) where applicable and practical. The CITY and MDT agree to work in partnership to resolve any requirements of the LAG Manual that are not practical or feasible in the delivery and administration of this PROJECT.
- b. The CITY shall track internal costs and project expenses in an accounting system that can allocate costs by project and can code between allowable and unallowable costs.
- c. The CITY shall provide initial project budget estimates to MDT broken out by phase and by work planned to be performed with internal CITY staff and work planned to be performed by consultants and/or contractors.
- d. The CITY shall present reimbursement requests for the Eligible Costs incurred by City on behalf of the Project directly to MDT’s Local Agency Liaison for review and approval. Such invoices shall identify the Project, UPN Number, Agreement number, Project phase, amount charged to each phase (e.g., PE, RW, CN), reimbursement request number, and itemize all expenses for which reimbursement is claimed. The CITY shall submit invoices to MDT no less than monthly but not greater than quarterly, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. The CITY shall also include with the invoice a Project progress report or summary that describes work accomplished for the invoicing period, and work expected for the next invoicing period.
  - i. Eligible Costs are the CITY’S actual PROJECT costs that are:
    - 1. Reasonable, necessary and directly incurred in the development of the PROJECT;

- 2. Documented in accordance with generally accepted accounting principles established by the Governmental Accounting Standards Board; and
  - 3. Eligible or allowed uses of Federal and state of Montana Funds.
- i. Eligible Costs may include Indirect Costs (IDC) rates that have been approved by MDT. When an approved IDC does not exist, the CITY may request an IDC rate of 15% de minimis, in accordance with 2 CFR 200.
  - ii. MDT, in its sole discretion, determines whether a particular cost satisfies the criteria set forth in this Paragraph and is an Eligible Cost.
  - iii. The CITY may appeal any determination of an Ineligible Cost for further review, upon which, MDT will provide a detailed explanation of the determination, including any statute or program guidelines used to make such determination.
- e. The CITY shall have a written policy for the selection of engineering consultants that meet the requirements of 23 CFR 172. The City may choose to adopt MDT's consultant selection policy, modified (in writing) to be applicable to CITY personnel.
  - f. The CITY shall meet the requirements of 23 CFR Part 636 and Title 18, MCA, regarding design-build contracts. The CITY shall have a written procedure for design-build contracts, if applicable to this project, or may choose to adopt MDT's design-build guidelines.
  - g. The CITY shall develop a project delivery schedule, and status it no less than on a quarterly basis. The schedule will include milestones of major project phases (PE, RW, I/C, CN, and CE).
  - h. The CITY shall provide notice to MDT when subsequent project phases (RW, IC, CN, CE) are ready to be programmed.
  - i. The CITY shall not place or plan to place permanent project features outside documented public R/W. If additional RW (fee acquisition, easement, or temporary permits) are required to be completed, a RW phase will be initiated.
  - j. The CITY shall be financially responsible for any federal payback deemed to be the result of the CITY's negligence in adhering to requirements set forth in this Agreement.
  - k. The CITY shall not begin RW, IC, CE, or CN until the Project NEPA/MEPA document has been signed and approved. The CITY is encouraged not to begin final design activities until NEPA/MEPA document signature.
  - l. If performing these phases, the CITY shall be responsible for the necessary effort to complete environmental, RW, railroad, and utility



certification prior to requesting programming for the construction (CN) phase. However, MDT shall be responsible for final approval of environmental, RW, railroad and utility certification.

~~m. The CITY will utilize the Montana Public Works Standard Specifications (MPWSS), CITY modifications to MPWSS, MDT Standard Specifications, or any combination thereof, for the administration of the Project including construction inspection and materials testing. The CITY will utilize the Montana Public Works Standard Specifications, MDT Standard Specifications, or any combination thereof, for the administration of the Project including construction inspection and materials testing.~~

n.m. The CITY shall include MDT in preliminary plan reviews and document comment resolutions. The peripheral of MDT’s review shall include Americans with Disabilities Act (ADA) compliance, constructability, quantities, materials, and roadway geometrics.

o.n. The CITY shall develop the project plans and specifications in accordance with all applicable federal/national regulations and guidelines, including but not limited to the ADA, Public Rights-of-Way Accessibility Guidelines (PROWAG), Manual on Uniform Traffic Control Devices (MUTCD), “Buy America”/”Buy American”, etc.

p.o. The CITY shall support MDT in delivering this project in accordance with all federal and state requirements encumbered upon agencies utilizing federal-aid funding.

5. MDT LAG OBLIGATIONS

- a. MDT shall submit project phase programming requests to Federal Highway Administration (FHWA).
- b. MDT shall provide timely cost reimbursements back to the CITY upon properly completed reimbursement requests.
- c. MDT shall verify the completeness of the NEPA/MEPA documentation and provide a recommendation to the CITY when to begin work on final design activities.
- d. MDT shall provide final certification of the environmental, RW, railroad, and utilities, based on information and recommendations provided from the CITY.
- e. MDT shall be financially responsible for any federal payback deemed to be the result of MDT’s negligence in adhering to requirements set forth in this agreement.

- f. MDT shall consolidate all project comments during plan reviews to avoid conflicting direction, as well as strive to have comments provided no later than 14-days from the release of an agreed upon plan package release date.
- g. MDT shall support the CITY in its efforts to successfully complete this project by being responsive and providing guidance as requested.
- h. Upon request, MDT shall promptly provide personnel for a final project walk through and completion certification.

**ARTICLE VII. GENERAL TERMS AND CONDITIONS**

- 1. **Term** – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
- 2. **Termination** – This Agreement may be terminated by MDT if the City violates or breaches any term, condition, or article of this Agreement and the City has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the City’s representative, of such violation or breach of any term, condition, or article of this Agreement. If this Agreement is terminated, the improvements become the property of MDT, without reimbursement. MDT will maintain the property as it sees fit and may remove the improvements without City or landowner approval. MDT may seek compensation for maintenance or removal of the improvements from the City.
- 3. **Other Agreements** – Other Agreements pertaining to the project area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, including the Citywide MOA, the terms of this Agreement apply.
- 4. **Hold Harmless & Indemnification**
  - a. The City agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the City’s employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the City, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.
  - b. The State and Department of Transportation agrees to protect, defend, indemnify, and hold the City, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against

all claims, liabilities, demands, causes of action, and judgments ( including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT’s employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the City.

5. Insurance

- a. General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- b. General Liability Insurance: Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
- c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party’s insurance policy or self-insured memorandum of coverage at any time.
- d. Workers’ Compensation Insurance: The City must maintain workers’ compensation insurance and require its contractors and its contractor’s sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

6. Public Safety

It is agreed, if any repairs to the elements of the Project must be performed to address or prevent a public hazard, the City will immediately protect the area from public access, contact the appropriate MDT District Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.

7. Invoicing and Indirect Cost (IDC)

- a. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the City and the City shall pay the same within thirty (30) days of its receipt of such invoices.

Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct project costs. MDT's IDC rate is determined annually as a percentage of the project's direct costs to cover the project's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 11.32% for fiscal year 2025 (July 1, 2024 to June 30, 2025). If the work occurs or extends into fiscal year 2026 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

- i. Invoice will be sent to:

City of Livingston  
 Attn: Finance Director  
 220 East Park St  
 Livingston, MT 59047

- ii. Payments shall be made to:

Montana Department of Transportation  
 Attention: Collections  
 2701 Prospect Avenue  
 PO Box 201001  
 Helena, MT 59620-1001

8. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this agreement. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.

9. Binding Effect -- The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.

10. Relationship of Parties -- Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.

11. Non-Discrimination – The City will require that during the performance of any work arising out of this Agreement the City, for itself, assignees, and successors shall

comply with all applicable non-discrimination regulation set forth in Attachment “A” attached hereto and made part of this Agreement.

12. ADA - MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessible Design, United States Access Board Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, and MDT’s Detailed Drawings, 608 series.
13. Audit – The City grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the City maintains in connection with this Agreement.
14. Utilities -- This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
15. Amendment and Modification -- This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.
16. Access and Retention of Records – The City agrees to provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine compliance with the Agreement. The City agrees to create and retain records supporting this Agreement for a period of three (3) years after the completion date of the Agreement or the conclusion of any claim, litigation or exception relating to the State of Montana or a third party.
17. Representatives
  - a. City’s Representative: The City’s Representative for this Agreement shall be the City Manager or designee or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to the City’s Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City’s Representative is not available, MDT may direct its communication or submission to other designated City personnel or agents.
  - b. MDT’s Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as

MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, City may direct its direction or communication or submission to other designated MDT personnel or agents.

18. Counterpart Execution - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, MDT's authorized representative has hereunto signed on behalf of the State of Montana, and the City's authorized representative on behalf of the City, has signed and affixed hereto the seal of the City.

**STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
Montana Department of Transportation

\_\_\_\_\_  
Approved for Legal Content

\_\_\_\_\_  
Approved for Civil Rights

**CITY OF LIVINGSTON**

\_\_\_\_\_  
Grant Gager  
City Manager

Attest:

\_\_\_\_\_  
???  
Clerk and Recorder

**ATTACHMENT A: MDT  
NONDISCRIMINATION AND  
DISABILITY ACCOMMODATION  
NOTICE**



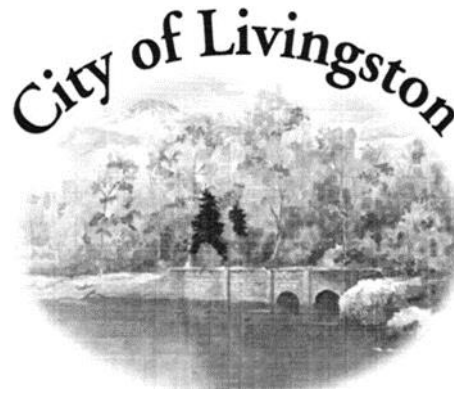
**File Attachments for Item:**

**F. AGREEMENT 20125 WITH DAVID ROBINSON FOR RIGHT-OF-WAY IMPROVEMENTS**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
James Willich  
Quentin Schwarz  
Torrey Lyons

Date: October 15, 2024  
To: Chair Kahle and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Agreement 20125 with David Robinson**

**Recommendation and Summary**

Staff is recommending that the City Commission approve agreement 20125 by adopting the following motion:

**“I move to approve agreement 20125 and authorize the City Manager to sign.”**

The reasons for the recommendation are as follows:

- The City has recently been contacted by a property owner regarding access to his house.
- The City and property owner wish to enable repair of the access for continued use.

**Introduction and History**

The City of Livingston owns certain parcels of land within the City that are reserved for right-of-ways. While many right-of-ways have been developed by the City to provide access to parcels, certain right-of-ways have not been developed. One such undeveloped right-of-way is in the 200 East block of Montana Street.

**Analysis**

The City has received a request from a parcel owner on the 200 East block of Montana Street to be able to repair a driveway access in the City’s right-of-way. The City did not construct the improvements and they are used only by one parcel owner.

**Fiscal Impact**

There is no fiscal impact arising from allowing the use of the right-of-way for this entry.

**Strategic Alignment**

The allowance of private improvements to enable access to parcels supports the City’s use of resources.

**Attachments**

Attachment A: Agreement 20125

**CITY OF LIVINGSTON, MONTANA  
AGREEMENT 20125**

This agreement made on this \_\_\_\_ day of \_\_\_\_\_, 2024 between the City of Livingston (“CITY”) and Mr. David Robinson (“Property Owner”).

WHEREAS, Mr. Robinson is the owner of property at 205 East Montana Street; and

WHEREAS, The driveway access to Mr. Robinson’s property is located partially within the undeveloped Montana Street right-of-way; and

WHEREAS, Mr. Robinson wishes to repair the driveway and an associated retaining wall that is partially within the Street right-of-way.

NOW, therefore be it resolved:

1. The CITY hereby grants permission to Mr. Robinson to make the repairs to his driveway facilities and to allow those structures to remain in their current locations.
2. Mr. Robinson acknowledges that Montana Street remains a public CITY right-of-way and that at any point in the future the CITY may cause said right-of-way to be developed as a standard city street. At such time, the Property Owner will, at Property Owner’s sole expense, modify the driveway access to accommodate the newly developed street.

This agreement will run with the land described as 205 East Montana Street, Block 16, Lots 17-19, Original Townsite of the City of Livingston and will be binding upon all subsequent owners.

\_\_\_\_\_  
Mr. David Robinson

\_\_\_\_\_  
Grant Gager  
City Manager

**File Attachments for Item:**

**G. AGREEMENT 20126 WITH MONTANA FEDERATION OF PUBLIC EMPLOYEES LIVINGSTON POLICE UNIT**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chair**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
Quentin Schwarz  
Torrey Lyons  
James Willich

Date: 10/15/2024  
To: Chair Kahle and City Commissioners  
From: Cari Rubin, Human Resources Director

**Staff Report for Collective Bargaining Agreement 20126 between The City of Livingston and Montana Federation of Public Employees Livingston Police Unit**

**Recommendation and Summary**

Staff is recommending the Commission approve the three-year Collective Bargaining Agreement with Montana Federation of Public Employees (MFPE) Livingston Police Unit by adopting the following motion:

**“I move to approve Collective Bargaining Agreement 20126 between the City of Livingston and the Montana Federation of Public Employees Livingston Police Unit.”**

The reasons for the recommendation are as follows:

- The City has recently reached a tentative agreement with MFPE for Law Enforcement and 911 Communications Officers.
- In the past few months, both sides have updated the contract language and terms to a mutual agreement.

**Introduction and History**

The Montana Federation of Public Employees represents the City of Livingston’s Police Department employees, with the exception of the Chief, Assistant Chief, Administrative Assistant and Communications Technical Advisor. With the previous Collective Bargaining Agreement expired in June 2024, both teams have worked to negotiate a contract that ensures the City remains an attractive place to work

**Analysis**

A thorough analysis was conducted to compare current base wages and benefits to similar-sized and located agencies in Montana. This agreement brings the entry level police officer position to a similar level as regional agencies, including the Park County Sheriff’s Office.

**Fiscal Impact**

The agreement is expected to add approximately \$70,000 in salary and related expenses in FY 2024-25. This amount is lower than the operating surplus included in the budget enabling the City to remain with an overall operating budget surplus in FY 2024-25.

**Strategic Alignment**

This Collective Bargaining Agreement will allow the City to foster a diverse and highly engaged workforce.

**Attachments**

- Attachment A: Collective Bargaining Agreement 2126 between The City of Livingston and Montana Federation of Public Employees Livingston Police Unit, dated July 1, 2024 – June 30, 2027

**Collective Bargaining Agreement**

**Between**

**The City of Livingston**

**And**

**Montana Federation of Public Employees**

**Livingston Police Unit**

**July 1, 2024 – June 30, 2027**

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**PREAMBLE**

This Agreement made and entered into this \_\_\_\_day of \_\_\_\_\_, 2024, by and between the CITY OF LIVINGSTON, hereinafter referred to as the Employer, and the Montana Federation of Public Employees Livingston Police Unit (MFPE), hereinafter referred to as the Association. In consideration of the mutual covenants herein set forth, the Employer and the Association agree and shall be bound as follows:

**ARTICLE 1. – RECOGNITION**

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

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

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

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

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

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

**ARTICLE 3. – NON-DISCRIMINATION**

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

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

**ARTICLE 4. – WORKING CONDITIONS**

A. Workday – Workweek – Shift Rotation

1. Workday – A scheduled workday for patrol officers or detectives shall not exceed ten (10) hours of work in any twenty-four (24) hour period. A scheduled workday for sergeants shall not exceed eight (8) hours of work in any twenty-four (24) hour period. A scheduled workday for communications officers shall not exceed eight (8) hours of work in any twenty-four (24) hour period.
2. Workweek – The workweek shall be a fixed and regular recurring seven (7) day period. In accordance with the City of Livingston Employee Policy and Procedure Manual, the workweek is agreed to run from Sunday (0000 hours) through Saturday (2400 hours). The City reserves the right to modify the workweek, as necessary, with at least 30-day notice to the Association.
3. For communications officers and sergeants, an employee’s work period shall consist of a regularly recurring five (5) consecutive days of employment followed by two (2) consecutive days off. Regular part time communications officers will receive two (2) consecutive days off each workweek.
4. For patrol officers, an employee’s work period shall consist of a regularly recurring four (4) consecutive days of employment followed by three (3) consecutive days off.
5. The School Resource Officer (SRO) will work five (5) eight (8) hour shifts during the school year, Monday through Friday. The SRO’s schedule may be modified by the employer, in compliance with any contractual agreement with the school district, in the event of an emergency situation or to address unforeseen staffing shortages within the department. During the summer months, and times when school is not in session, the SRO will work regular patrol shifts as assigned by management.
6. Except in emergency situations, employees will not be required to work over fourteen (14) consecutive hours and will be guaranteed at least eight (8) hours off, other than training, court, or call out in the event of an emergency. This limitation may be waived by mutual consent between the employee and management.
7. Patrol Officers are guaranteed rotation of shifts approximately every sixty (60) days, to coincide with the beginning of each odd month of the year; that is, shift rotations will occur in the first week of January, March, May, July, September, and November. Shifts are defined as: 7:00 a.m. – 5:00 p.m., 5:00 p.m. – 3:00 a.m., and 9:00 p.m. – 7:00 a.m. Additional shifts may be added as personnel and departmental needs change. The Association and the Employer agree that the Employer can modify shifts in response to a departmental need.
8. Sergeant’s shifts are defined as: 7:00 a.m. – 3:00 p.m., 3:00 p.m. – 11:00 p.m., and 11:00 p.m. – 7:00 a.m., beginning each Monday at 7:00 a.m. through Saturday at 7:00 a.m.
9. Normal rotation for patrol officers and sergeants will be forward; that is, to the next occurring shift in the duty day.

10. The department will attempt to appoint and schedule day shift detectives, contingent upon adequate staffing levels and departmental needs. When only one detective is assigned to the detective division, the detective will normally work the scheduled hours of 8:00 a.m. – 4:00 p.m. Monday through Friday. When two detectives are assigned, the detectives will normally work the scheduled hours of 8:00 a.m. – 6:00 p.m., with one detective working Sunday through Wednesday and one detective working Wednesday through Sunday, with ability to flex hours as needed to perform duties. Detectives may be assigned patrol duties as necessary to fill vacant shifts or to accommodate staffing shortages.
11. Any abnormal changes which are to be made must be made in writing notifying the affected employee(s) within a reasonable time period, except in the case of an emergency.
12. The above shifts may be restructured by mutual consent of both of the parties.
13. Employees will be allowed to trade shifts as long as both parties agree and by approval of management. To maintain proper supervision, patrol officers may not trade shifts with sergeants if the trade will result in more than one sergeant working the same shift, leaving another shift without a sergeant on duty. In no event shall the City of Livingston be responsible for the payment of additional overtime or other premium pay incurred by any employee as a result of the shift trade. Employees shall be paid for the hours they are scheduled to work, including holiday or premium pay. Employees trading shifts for one (1) full consecutive work week or longer will be paid for the hours they actually work, including any premium pay.
14. Management hereby agrees that it will, subject to Management’s budget and operational constraints, reasonably attempt to have no less than two patrol officers on duty at all times, particularly during the hours of 7:00 p.m. and 3:00 a.m. and during times where certain community events or other activities may contribute to the need for more than one officer.
15. Management hereby agrees that it will, subject to Management’s budget and operational constraints, reasonably attempt to have no less than two communications officers on duty at all times, particularly during the hours of 10:00 a.m. to 2:00 a.m. and during times where certain community events or other activities may contribute to the need for more than one communications officer.
16. Communications Officer shifts shall be bid by seniority.

B. Association Privileges.

1. The Association shall be allowed the use of the facilities of the Employer for meetings when such facilities are available and the meeting would not interfere with the business of the Employer.
2. Authorized Representatives of the Association will be allowed to visit the work area of employees during working hours, with the approval of the Shift Supervisor, and confer on employment related matters to the extent that such visits do not unduly disrupt the work activities of the Department.

- 3. The Employer shall provide reasonable bulletin board space for the use of the Association in communicating non-political matters with its members with the exception of internal union election notices.
- 4. PARKING SPACES: Evening and Night Communications Officers shall be provided with a specifically designated parking place in the lot on the south side of the City County building. Said space is to facilitate the safety and well-being of the Communications Officers after the hours of darkness.
- 5. All employee personnel files will be kept confidential and in accordance with the City of Livingston Employee Policy and Procedures Manual. Employees retain the right to examine their personnel file during normal office hours.
- 6. The canine officer is assigned a specially equipped take home patrol vehicle that may be used for official business, including traveling to and from authorized training and transporting the police canine as authorized by the Police Chief.

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

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

**ARTICLE 5. – HOLIDAYS**

- A. Full time employees, except Sergeants, will be compensated at the rate of eight (8) hours pay at their basic hourly wage for all herein specified holidays. Regular part time employees will receive prorated holiday pay based on the number of regularly scheduled work hours. This holiday pay compensation will be based on the employees' base pay in addendum A of this agreement and is prorated and paid out over each paycheck.
- B. The following days will be recognized as compensated holidays:
  - 1. New Year's Day – January 1
  - 2. Martin Luther King Day – third Monday in January
  - 3. President's Day – third Monday in February
  - 4. Memorial Day – last Monday in May
  - 5. Juneteenth – June 19
  - 6. Independence Day – July 4
  - 7. Labor Day – first Monday in September
  - 8. Indigenous Peoples' Day – second Monday in October
  - 9. Veteran's Day – November 11

- 10. Thanksgiving Day – fourth Thursday in November
- 11. Christmas Eve (Sergeants only) OR Employee’s birthday (Except Sergeants)
- 12. Christmas Day – December 25
- 13. State General Election Day (when applicable)

- C. If an employee, other than a Sergeant, whose birthday falls on a holiday, has to work on that holiday, the employee shall receive an extra day off as compensation. The day off will be mutually agreed upon by the employee and management. For purposes of pay, the holiday will be treated as one.
- D. All employees will be paid an additional straight time pay at their regular hourly wage, in addition to their regular base salary, for all hours actually worked on a holiday. All employees will be paid at two times their regular hourly wage, in addition to their base salary, for overtime hours worked on a holiday. For the purposes of this section, holiday work hours shall begin at 12:01 a.m. and end at 12:00 a.m. (midnight) 24 hours later. Example: An employee who works from 1700 hours on Christmas Day until 0300 hours on December 26<sup>th</sup> as part of their regular 40-hour work week will be compensated for 7 hours additional holiday pay in addition to their regular wage.
- E. In lieu of holiday pay, Sergeants will receive paid days off for all designated holidays.

**ARTICLE 6. – LEAVES**

A. Annual Leave

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

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

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

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

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

	Work day credit <u>per month</u>	Work day credit <u>per year</u>
<b>6 years through 20 years:</b>	1¾	21

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

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

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

2. A part time employee who is regularly scheduled at least twenty (20) hours per week is entitled to prorated vacation benefits after working the qualifying period of six months. A temporary, part-time, on-call employee does not earn vacation leave credits.
3. Vacation credits may not be accrued to a total exceeding two times the maximum number of days earnable annually at the end of any calendar year. Any accumulation of annual vacation leave in excess of this total at the end of the calendar year must be used in the first ninety (90) days of the next calendar year or be forfeited.
4. Employees terminating employment with the City will receive compensation for the unused vacation leave accrued provided the probationary period has been completed. Compensation for unused vacation will be paid at the present rate of pay, not including overtime.
5. Vacations must be approved by the Supervisor and the Department Head and should be scheduled as soon as possible in the calendar year and entered on the Department vacation calendar. Vacation requests may be denied due to lack of available staffing to cover scheduled shifts, lack of adequate supervision, or other situations where approval would adversely impact operations of the department.

B. Sick Leave

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

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

2. Full time employees will be credited with one (1) day per month (8 hours) up to twelve (12) working days per year (96 hours) for sick leave at regular pay. Part time employees receive pro-rated sick leave credit. For calculating sick leave, 2,080 hours (52 weeks X 40 hours) equals one year. Sick leave must be credited at the end of each pay period. Employees may not accrue sick leave while in a leave-without-pay status. There are no restrictions as to the number of hours of sick leave credits that may be accumulated after the qualifying period of 90 continuous days employment has been satisfied.

3. A diagnosis of sickness from a qualified doctor must be submitted to the Department Head and attached to the employee's time sheet for any sick leave in excess of three (3) continuous working days, or at such other times as directed by the City in advance to the employee. At the City's request and expense, an employee may be subject to an examination by a physician following a sick leave or other absence occasioned by illness or injury to ensure the employee can complete the necessary functions of the position. A statement by a licensed physician may also be required to certify that the illness of a family member requires the immediate personal supervision of the employee.
4. Sick leave utilized due to illness or death in an employee's immediate family is limited to five working days, unless the situation qualifies under the Family Medical Leave Act.
5. An employee who uses all accumulated sick leave and vacation leave hours on an extended illness will be placed on a leave of absence without pay to hold their job. During a leave of absence of more than fifteen (15) days, no benefits are accumulated or allowed and the employee is responsible for the cost of insurance premiums during any period where no salary or benefits are due. Family and Medical Leave Act (FMLA) may apply.
6. There shall be no duplication of benefits i.e.: sick leave, workers compensation payments, vacation, etc. for the same hours. Sick leave records for all employees will be kept in the Office of the Personnel/Payroll Clerk.
7. Sick leave must be taken in minimum increments of one-quarter hour. Prior to using sick leave, an employee MUST inform their Department Head or supervisor as soon as practical, but not less than one hour before they are required to report to work. The employee must complete a standard request form and submit it to their Department Head for approval upon their return. The employee must receive advance approval for medical, dental or eye appointments. Absences improperly requested or charged to sick leave may, at the City's discretion, be charged to leave without pay. Vacation leave may be used at the mutual approval of the employee and the City in lieu of sick leave if the employee chooses.
8. An employee who has passed their probationary period, and separates from the City, shall be entitled, upon termination, to cash compensation pay-out for unused leave equal to one-fourth of the accumulated sick leave. Compensation for unused sick leave accumulation will be based on one-fourth of the present rate of pay, not including overtime.

C. Funeral Leave

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

- 2. Regular part time employees will receive the same funeral leave benefits as regular full-time employees.

D. Other Leaves of Absence

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

E. Jury Duty

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

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

- A. The health and safety of the employees shall be reasonably protected while in the service of the Employer. The Employer shall carry Workers Compensation on its employees. Employees are required to immediately report all personal injuries received in the course of employment to their supervisors, or as soon as the injury becomes apparent, except where an employee is unable to report. Supervisors should then immediately report any injury to Human Resources.

- B. Workers’ Compensation: Any employee who is injured in the performance of their duties, so as to necessitate medical or other remedial treatment and render them unable to perform their duties shall be paid by the City the difference between their full salary and the amount received from workers’ compensation until their disability has ceased, as determined by workers’ compensation, or for a period not to exceed one (1) year, whichever shall first occur. Payment of such a partial salary shall be discontinued if the officer is disabled for an undetermined duration and is granted a disability retirement allowance. If an application for such a retirement allowance is not made by the officer, application therefore may be made by the City Manager. If the City Manager makes such application, it must be supported by a physician’s opinion. Whenever, in the opinion of the City, supported by a physician’s opinion, the officer is able to perform specified types of temporary light duty, in accordance with City policy, payment of their regular partial salary amount shall be discontinued if they refuse to perform such temporary light duty when it is available and offered to them.

- C. False Arrest Insurance  
The Employer agrees to provide a false arrest insurance plan.

D. Medical Examinations/Health Screening

Employees may, at their option, undergo a routine wellness screening as determined by the City and by a health care provider of the City’s choosing. The City will determine the type of screening, frequency, and location. Employees will receive advance notice of the date and time, and, once notified shall make reasonable accommodation to participate. For employees covered by City



group health insurance, the City will pay the deductible, or co-payment portion of those costs directly attributable to the approved medical examination or screening. If the employee is not in the City Health Insurance group, then the City will pay the entire cost of the physical.

- E. Job safety hazards will immediately be brought before a supervisor or the department head for their review and correction. Supervisors or department heads will take action to correct the hazard within a reasonable time. Miscellaneous items that can be corrected by the employee will remain their responsibility to do so.
- F. Communications Officers workstation chairs will be replaced at a rate of one (1) per fiscal year.

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

A. Overtime

1. Overtime will be scheduled and/or assigned to fill vacant shifts, provide adequate staffing or otherwise meet operational needs. Management reserves the right to adjust regularly scheduled shifts to start and end earlier or later to accommodate a shift vacancy. Example: A 2100-0700 hours shift may be adjusted to 1900-0500.

2. Police Officers: Overtime hours will be posted on the respective department bulletin board if the hours become available at least 72 hours in advance. All eligible employees may sign up for posted overtime hours. If more than one (1) employee applies, seniority will prevail (employees will not be allowed to work over 14 consecutive hours or have less than 8 consecutive hours' time off). If nobody signs up prior to 72 hours before the shift, the overtime will be assigned in reverse order of seniority (The least senior employee who is scheduled off that day). This person will be listed on the overtime sign-up sheet and be assigned to work unless someone else signs up.

Communications Officers: if no one signs up for the open shift, it will be split in half between the Communication Officer on the shift immediately preceding the open shift and the Communication Officer immediately following the open shift.

3. Police Officers: Overtime that becomes available within 72 hours of the scheduled time to be worked will be offered on a seniority basis, giving preference to the employee with the most seniority who volunteers to work the entire number of hours. If nobody volunteers to work, the shift will be assigned to the least senior employee who is scheduled for that day off.

Communications Officers: if no one signs up for the open shift, it will be split in half between the Communication Officer on the shift immediately preceding the open shift and the Communication Officer immediately following the open shift.

4. If nobody volunteers to work an entire shift, the hours may be split as agreed upon by eligible employees and with seniority prevailing.

5. Overtime hours that are 4 hours or less may be assigned to employees whose shifts are in conjunction with the overtime hours if nobody volunteers to work.

- 6. Pre-approved vacations or other absences may be taken into consideration when assigning overtime to the least senior employee.
  
- B. All hours worked, including Sick and Vacation time (used in place of regular work hours), over 40 hours will be paid at time and a half (1 ½), provided that the hours have not already been paid at time and a half (1 ½). Hours will only be counted once; no hours will be double counted. This section applies to all employees of the department – full and part time.
  
- C. “Work week” is defined as a seven (7) consecutive calendar day period beginning at 0000 hours on Sunday and ending at 2400 hours the following Saturday; as defined in section 4, item A.2.
  
- D. All call-out time, a minimum of two (2) hours or actual hours worked, whichever is greater, will be paid at time and a half (1 ½). The call-out hours shall be counted as overtime hours and not as part of the 40-hour work week. Call out time is considered an unscheduled request to report to duty, with less than 4 hours notification, and not coinciding with previously scheduled work times.
  
- E. Livingston Police Department Employee’s Association (LPDEA) employees shall receive a minimum of three (3) hours for Court Call outside of the work shift, except for Court Call hours worked within one hour preceding or following previously scheduled work hours. These will be counted as a minimum of one hour, or the actual time spent. Court Call hours will be counted as hours worked toward the 40-hour work week.
  
- F. Training Pay – ALL EMPLOYEES
  - 1. If the City requires an employee to attend training or educational programs, the City will pay all costs pertaining to the training or educational program. Attendance at mandatory training sessions and out of town travel time will be considered time worked and count toward the 40-hour work week. Travel time to and from local training sessions is not considered time worked. The City may adjust the employees weekly work schedule, such as providing alternate days off, if training time will result in an employee accumulating over 40 hours in a work week.
  
  - 2. If an employee desires to voluntarily attend training, they shall submit a written request to attend training to the department head, or their designee, describing the content, schedule, location, costs and reasons for the training. Request shall be granted on an individual basis, based on the benefits for the department and the employee, and considering budgetary allowances. Voluntary training time, including travel time, shall not be considered time worked. The City may provide an alternate day(s) off if an employee attends approved training on their day(s) off. In the event the request is denied, and the employee chooses to pay for their own training, the employee must receive authorization to be absent from work if the training is during work hours.
  
  - 3. While an employee is attending the Montana Law Enforcement Academy (MLEA) Basic Course, the employee will be compensated at the regular rate of pay, with all other employment benefits, for 40 hours in a workweek. An employee will not be paid for time spent during training over 40 hours in a workweek.

G. Continuing Education Reimbursement

1. The City of Livingston encourages employees to continue their education. The City agrees to reimburse an employee 50% of tuition costs and 100% of book costs upon the successful completion of an approved planned program directed toward a job-related degree. To be eligible to participate in the reimbursement program, employees must agree to a planned program of courses leading to a job-related degree and receive prior written approval from the department head and the City Manager. Once their plan has been accepted by the City, employees need only to submit individual course enrollment to the department head for approval. Reimbursement will be made following the successful completion of each semester’s courses and submission of passing grades and receipts, provided that the employee is still employed by the City of Livingston.
2. For budgeting purposes, all requests shall be submitted to the department head no later than April 1<sup>st</sup> of any year. Approval will be granted pending budget limitations.
3. All course books and materials shall become property of the City of Livingston. Any books not desirable to the City shall be sold back to the College Book Store with the funds being returned to the City or may be purchased from the City by the employee for an amount equal to what the College Book Store would have paid.
4. Course attendance is considered voluntary and outside the regular work schedule. The City of Livingston will not compensate an employee for time spent in class, study, projects or any additional time an employee may direct toward the completion of the course. An employee’s time involved in course studies will not count toward premium pay, holiday pay or overtime.
5. Communications Officers shall complete a guaranteed minimum of 40 hours of POST certified training annually at the expense of the City to enhance professional skill sets. This training may be completed in class, online or by other means approved. The Communications Officers’ training budget shall be increased from \$3000 to \$4000. An additional \$2000 will be allocated by the City for training travel.

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

The Employer agrees to furnish each employee here under with a copy of the City of Livingston Employee Policy and Procedures Manual, Departmental Policy and Procedure Manual, Rules and Regulations and other policies of employment, and agrees to furnish each employee with a copy of any changes. LPDEA employees hereby adopt the City of Livingston Employee Policy and Procedures Manual in effect 2016/2017, including the Alcohol and Controlled Substance Use and Testing, and subsequent revisions, and agree to comply with all provisions that do not conflict with this agreement. The Association agrees to appoint a representative to the City Policy and Procedures Review Committee to review the manual and forward recommendations to the City Manager for approval.

**ARTICLE 10. – MANAGEMENT RIGHTS**

- A. The City and its management retains all rights to manage and operate its organization. Such rights shall include such areas as, but not be limited to:
  - Direct employees;
  - Hire, promote, transfer, assign, and retain employees;
  - Relieve employees from duties because of lack of work, or funds or under conditions where continuation of such work would be inefficient and nonproductive;
  - Maintain the efficiency of government operations;
  - Determine the methods, means, job classifications and personnel by which government operations are to be conducted;
  - Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
  - Establish the methods and processes by which work is performed. These rights shall not abrogate the terms of this agreement set forth in other Articles.
  
- B. The employer shall have one (1) year from the date of hire or appointment of either a civilian or uniformed law enforcement employee to determine competency. If an employee transitions from a Civilian to a Police Officer position, an additional one (1) year probationary period will apply to determine competency. If an employee uses one week (5 consecutive days) or more of sick leave, worker’s compensation, light duty or leave without pay, the probationary period will be extended by that length of time. The City Manager or their designee may dismiss a probationary employee without cause during such probationary period. After the probationary period, employees shall only be terminated for cause or for reduction in force.
  
- C. In order to accommodate a reasonable amount of training, management may alter the canine handler’s work hours or work schedule as necessary, and as scheduling allows, to allow flexible and variable canine training hours that are required to maintain working proficiency. Authorized training hours will be documented by the canine handler and are considered part of the 40-hour work week. Unless specifically authorized ahead of time, additional training time is considered voluntary. The canine handler agrees to attend an annual refresher training and recertification course with an approved nationally accredited K9 Certifying organization to maintain certification in patrol related and special purpose areas. This refresher training and recertification will be considered mandatory training, with the City paying wages and expenses in accordance with this agreement.

**ARTICLE 11. – SENIORITY**

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

- B. Employees shall have the right to protect their seniority designations if they believe an error has been made.
- C. Part time employees will earn seniority on a pro-rated basis per year.
- D. Lay-offs caused by reduction in force shall be in order of seniority within the work area within the respective Department; that is, the employee last hired shall be the first released. Full time and part-time employees who are scheduled to be released shall be given at least ten (10) working days' notice. All recalls to employment shall likewise be in order of seniority within the work area within the respective Department; that is, the last employee released as a result of reduction in force shall be the first rehired. The Employer shall notify such employees to return to work and shall furnish the Association Secretary a copy of such notices. If the employee fails to notify the Employer within ten (10) working days of their intention to return to work, the employee shall be considered as having forfeited their right to re-employment.

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

**ARTICLE 12. – DISCIPLINE**

- A. Upon suspected violation of federal, state or local laws, City policies or procedures, employee conduct/behavior/performance standards, or department policies, procedures or rules and regulations, the employee may be subject to disciplinary action. Discipline will be for good cause. A discipline guide was mutually developed and agreed upon during the 2015 negotiation process. See Addendum B attached.
- B. Procedure
  - 1. Allegations of wrong-doing shall be investigated by the department head, or their designee, such as a supervisor, or as directed by the City Manager.
  - 2. As determined during the investigative process, the employee will be advised of the allegation and shall be given an opportunity to voluntarily respond orally or in writing.
  - 3. If an investigative interview is requested, the employee will be notified in writing of the time and location. They will be given reasonable advance notice and informed in writing of the suspected violation and in general terms what the interview will be regarding. The City may compel employees to answer questions. Refusing to answer questions upon demand is considered insubordination and will subject an employee to disciplinary action up to and including termination. Investigative interviews will be audio recorded.
  - 4. In situations where disciplinary action may be taken, employees have the right to request an attendee of their choosing (i.e., Union representative, co-worker, attorney) to be present during any interview. The attendee is permitted to clarify questions being asked to the employee and give advice to the employee, but they cannot bargain with the City, answer

questions for the employee, prevent the employee from answering questions, advise the employee to give false or misleading answers, or otherwise interfere with or disrupt the investigation.

- 5. Employees are afforded protection under the "Garrity Rule," in which compelled statements made to the City under threat of disciplinary action, and pursuant to an internal investigation, will be used for internal purposes only and will not be used against the employee as part of any criminal investigation.
- 6. Upon completion of the investigation, the department head and/or their designee will notify the employee in writing that the investigation has been completed and schedule a time and place to meet for the purpose of discussing the investigative findings and to give the employee an opportunity to provide any additional or clarifying information.
- 7. During a follow-up meeting with the department head and/or their designee the employee will be provided written notice of the findings, to include specific disciplinary action, if any. The employee will sign the document as proof of receipt and a copy will be provided to them.
- 8. If an employee disagrees with a specific instance of discipline or termination action, the employee has the right to add a rebuttal letter to the documentation placed in the personnel file for the corresponding disciplinary action. The rebuttal letter must be received by the City within ten (10) working days of the final disciplinary action. The rebuttal will be placed in the personnel file with no additional comment, investigation, or removal of objected materials by the City. Lack of review and/or comment regarding a rebuttal by the City does not indicate agreement with its contents.
- 9. At any time during the investigation, the employee may be placed on paid administrative leave. This shall not be considered a disciplinary action.

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

1. **Verbal Counseling**

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

The record of verbal counseling will be given to the employee, one copy will be retained in a file maintained by the supervisor, and one copy will be forwarded to a 'record of verbal counseling file' maintained by Human Resources. Human Resources will retain a record of verbal counseling for a period of one (1) year, after which time the record of verbal counseling will be destroyed. If a second disciplinary issue, of the same nature or of a

different nature than the first instance, occurs within one (1) year of the first instance, the first record of verbal counseling (found in the 'record of verbal counseling file') will be placed permanently in the employee's personnel file, along with documentation of the second disciplinary issue.

2. **Written Reprimand**

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

3. **Suspension (without pay)**

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

4. **Demotion – Loss of Duty**

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

will be notified of the employee’s modified job classification. A copy of the written documentation will be given to the employee and a copy placed in the employee’s personnel file.

5. **Termination**

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

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

**ARTICLE 13. – GRIEVANCE PROCEDURE**

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

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

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

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



meeting with the grievant and their representative. A decision will be communicated to the employee within fifteen (15) working days.

STEP IV – If the decision of the City Manager is not satisfactory, the employee and/or their representative may have the grievance arbitrated by an impartial third party upon written request. If the Association desires to take the issue to arbitration, the Association shall provide written notice to the City within fifteen (15) days of receipt of the City Manager’s decision. Within five (5) working days after submission of a written request to arbitrate, a request for a list of Arbitrators will be made to the Montana Board of Personnel Appeals. Within five (5) working days of the receipt of the list, each party will alternately strike names from the list and the name remaining shall be the Arbitrator.

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

**ARTICLE 14.- JOB POSTING**

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

**ARTICLE 15.- COMPENSATION**

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

returns to the shift. When the Sergeant is on shift, with the senior officer, the Senior Officer will basically function as a regular patrol officer.

2. In the event a Communications Supervisor is absent from an assigned shift, the senior communications officer working that shift will be in charge. When there is no Communications Supervisor on shift, the senior communications officer on duty will be paid an additional \$1.25 per hour for actual hours worked during the absence of the Communications Supervisor. The senior communications officer is determined to be the communications officer who has the most longevity with the department. If this absence exceeds two (2) work weeks, or eighty (80) consecutive working hours, the senior communications officer shall receive the Communications Supervisor's rate of pay, for their step in the LPD wage schedule, starting on the third work week, retroactive to the first day, and continue until a Communications Supervisor returns to the shift. When a Communications Supervisor is on shift with a senior communications officer, the senior communications officer will basically function as a regular communications officer.

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

D. The City of Livingston shall provide one hundred (100) rounds of handgun ammunition, twenty-five (25) rounds of rifle ammunition, and twenty-five (25) rounds of shotgun ammunition per month for target practice for police officers utilizing Department issued firearms. Management may issue the monthly ammo during specified training or formal practice sessions to ensure that ammo is being used for appropriate training purposes. If an officer doesn't attend a departmental training, the ammunition shall be provided to the officer at the earliest convenience. The officer must then show reasonable proof that the previous month's allocation of ammunition was utilized before the next month's allocation will be given out. At no time shall ammunition provided be stockpiled by the officer. Exception to the distribution policy may be granted by the Police Chief in special circumstances. Rifle and shotgun rounds will be distributed and expelled during training sessions with a firearms instructor.

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

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

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

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

B. Patrol Officer Pay Classifications

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

C. DEPARTMENT CERTIFICATIONS:

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

a. Police Officer Only:

(1)	P.O.S.T. Advanced	25.00
(2)	P.O.S.T. Instructor’s Certification	20.00
(3)	Field Training Officer (FTO) while working with a probationary officer	.75 per hour
(4)	P.O.S.T. Command	25.00
(5)	P.O.S.T. Administrative	25.00
(6)	Additional Instructor Certifications as approved by the Police Chief	20.00

b. Communications Officers Only:

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

c. Certifications Available to all Department Personnel:

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

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

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

E. INSURANCE

1. The City will increase the insurance stipend to Association employees by the percentage of the premium increase received from the carrier annually during the term of this agreement, subject to the flexplan rules. In the unlikely event of a premium decrease, the monthly benefit stipend shall be unchanged during the fiscal year.

An eligible employee may waive the medical plans offered by the City, **but only with proof of other active medical coverage.** The employee may still choose to enroll in the City medical plan, even if they have other medical coverage. If the employee waives the City medical plan, with proof of other coverage, they will have access to a monthly stipend amount equal to the normal monthly stipend amount less the lowest monthly cost City medical plan that they would have otherwise been eligible to elect. Eligible employees who waive the City medical plan, will have a portion of their monthly stipend contributed monthly to a Health Reimbursement Account (HRA) and will also be able to use remaining monthly stipend funds to participate in other flexplan benefits.

2. If a part time employee works at least an annual average of 20 hours per week, the City will offer a prorated insurance stipend that the employee can use toward the cost of medical and other insurance benefits.
3. The employee shall pay for any increase in premium amounts over those above the City’s contribution. The City may change carriers providing substantially the same coverage, however any changes in coverage would be mutually agreed upon between both parties.

F. UNIFORMS ALLOWANCE

1. Police Officers shall receive one thousand dollars (\$1,000) each year for uniform and equipment purchases. One-fourth (¼) of such sum be due and payable at the end of each three (3) months of employment.

- 2. Communication Officers shall receive one thousand (\$1,000) each year for uniform and equipment purchases. One-fourth (¼) of such sum will be due and payable at the end of each three (3) months of employment.
- 3. Regular part time employees will receive the same uniform allowance as regular full-time employees.

G. SHIFT DIFFERENTIAL

- 1. All employees working between the hours of 7 p.m. until 7:00 a.m. shall receive an additional one dollar (\$1.00) per hour.
- 2. Communications Officers shall receive an additional fifty cents (0.50) per hour for all shifts worked in dispatch, as compensation for their being unable to leave the Law Enforcement Center. This does not include hours in training, or hours worked outside the dispatch center and does not include paid time off hours.

H. CELL PHONE ALLOWANCE FOR OFFICERS

The City recognizing that cell phones are a valuable tool for officers in the performance of their duties and will provide officers with a smart phone for duty use. The smart phone will be of no cost to the officers and shall be kept in working order. When the Officer leaves employment with the City the smart phone will be returned to the City similar to any other issued equipment.

I. COMMUNICATIONS OFFICERS CAREER LADDER

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

**ARTICLE 17. – HEALTH AND WELLNESS**

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

1. Physical Wellness Incentive

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

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

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

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

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

2. Mental Wellness Incentive

- a. The City of Livingston and the Livingston Police Department recognizes the type of work and the cumulative effects of stress on the ability for the association members to effectively perform their duties and to keep up on the requirements of their job performance. The purpose of this program is to establish a voluntary mental health incentive program to encourage association members to take care of their mental health and continue a healthy lifestyle. The department will work with the employers current Employee Assistance Provider, to provide services to the association member.
- b. The association member can attend up to six (6) sessions with a mental health professional each calendar year (January 1 – December 31) to qualify for this incentive. Once they have attended a session, the association member shall provide documentation to the Police Chief. The employee will then be compensated with three (3) hours of straight comp time per session, up to six (6) sessions in total, which must be used within 3 months following the sessions or the awarded hours will be forfeited. Once the comp time is recorded in the association members’ account, the documentation of the services will be returned to the Association Member.

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

**ARTICLE 18. - RESIDENCY**

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

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

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

**ARTICLE 20. - SAVINGS CLAUSE**

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

**ARTICLE 21. - TERMS OF AGREEMENT**

This Agreement shall remain in full force and effect from July 1, 2024 until June 30, 2027.

It is the intent of both parties to have these negotiations resolved by May 31st of the same year. The agreement shall automatically renew from year to year thereafter unless either party notifies the other in writing, at least sixty (60) days prior to its termination date that it desires to terminate the Agreement or to make changes. Contract wording changes may be made ONLY when mutually agreed upon by the City and the Association.

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

IN WITNESS WHEREOF THE PARTIES HERETO, Acting by and through their respective and duly authorized officers and/or representative, have hereto set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FOR THE CITY OF LIVINGSTON:

FOR THE LIVINGSTON POLICE  
DEPARTMENT EMPLOYEES  
ASSOCIATION:

\_\_\_\_\_  
Grant Gager, CITY MANAGER

\_\_\_\_\_  
Jordan Brummel, LOCAL PRESIDENT

ATTEST:

\_\_\_\_\_  
Joseph Dompier, MFPE FIELD CONSULTANT

\_\_\_\_\_  
Emily Hutchinson, City Clerk



## ADDENDUM A – BASE PAY SCHEDULE

### Section 1. Base Pay Schedule

**FY 25 – Effective July, 1 2024**

#### LIVINGSTON POLICE WAGE SCHEDULE

8.10%

New Base												50,916			
Step	Probationary Patrol Officer		Patrol Officer 1		Patrol Officer 2		Patrol Officer 3		Sergeant		Communications Officer		Communications Shift Supervisor		
	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	
1	57,305	27.55	59,024	28.38	60,795	29.23	62,619	30.11	68,880	33.12	50,916	24.48	53,462	25.70	
2	57,591	27.69	59,319	28.52	61,099	29.37	62,932	30.26	69,225	33.28	51,171	24.60	53,729	25.83	
3	57,591	27.69	59,616	28.66	61,404	29.52	63,246	30.41	69,571	33.45	51,427	24.72	53,998	25.96	
4	57,591	27.69	59,914	28.80	61,711	29.67	63,563	30.56	69,919	33.61	51,684	24.85	54,268	26.09	
5	57,591	27.69	60,213	28.95	62,020	29.82	63,880	30.71	70,268	33.78	51,942	24.97	54,539	26.22	
6	57,591	27.69	60,213	28.95	62,330	29.97	64,200	30.87	70,620	33.95	52,202	25.10	54,812	26.35	
7	57,591	27.69	60,213	28.95	62,642	30.12	64,521	31.02	70,973	34.12	52,463	25.22	55,086	26.48	
8	57,591	27.69	60,213	28.95	62,955	30.27	64,843	31.17	71,328	34.29	52,725	25.35	55,361	26.62	
9	57,591	27.69	60,213	28.95	63,270	30.42	65,168	31.33	71,684	34.46	52,989	25.48	55,638	26.75	
10	57,591	27.69	60,213	28.95	63,586	30.57	65,493	31.49	72,043	34.64	53,254	25.60	55,916	26.88	
11	57,591	27.69	60,213	28.95	63,586	30.57	65,821	31.64	72,403	34.81	53,520	25.73	56,196	27.02	
12	57,591	27.69	60,213	28.95	63,586	30.57	66,150	31.80	72,765	34.98	53,788	25.86	56,477	27.15	
13	57,591	27.69	60,213	28.95	63,586	30.57	66,481	31.96	73,129	35.16	54,057	25.99	56,759	27.29	
14	57,591	27.69	60,213	28.95	63,586	30.57	66,813	32.12	73,495	35.33	54,327	26.12	57,043	27.42	
15	57,591	27.69	60,213	28.95	63,586	30.57	67,147	32.28	73,862	35.51	54,598	26.25	57,328	27.56	
16	57,591	27.69	60,213	28.95	63,586	30.57	67,483	32.44	74,231	35.69	54,871	26.38	57,615	27.70	
17	57,591	27.69	60,213	28.95	63,586	30.57	67,820	32.61	74,602	35.87	55,146	26.51	57,903	27.84	
18	57,591	27.69	60,213	28.95	63,586	30.57	68,160	32.77	74,975	36.05	55,422	26.64	58,193	27.98	
19	57,591	27.69	60,213	28.95	63,586	30.57	68,500	32.93	75,350	36.23	55,699	26.78	58,484	28.12	
20	57,591	27.69	60,213	28.95	63,586	30.57	68,843	33.10	75,727	36.41	55,977	26.91	58,776	28.26	

**FY 26 Effective July, 1 2025**

**LIVINGSTON POLICE WAGE SCHEDULE**

5.50%

New Base		60,457										53,717			
Step	Probationary Patrol Officer		Patrol Officer 1		Patrol Officer 2		Patrol Officer 3		Sergeant		Communications Officer		Communications Shift Supervisor		
	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	
1	60,457	29.07	62,270	29.94	64,138	30.84	66,063	31.76	72,669	34.94	53,717	25.83	56,402	27.12	
2	60,759	29.21	62,582	30.09	64,459	30.99	66,393	31.92	73,032	35.11	53,985	25.95	56,684	27.25	
3	60,759	29.21	62,895	30.24	64,781	31.14	66,725	32.08	73,397	35.29	54,255	26.08	56,968	27.39	
4	60,759	29.21	63,209	30.39	65,105	31.30	67,059	32.24	73,764	35.46	54,526	26.21	57,253	27.53	
5	60,759	29.21	63,525	30.54	65,431	31.46	67,394	32.40	74,133	35.64	54,799	26.35	57,539	27.66	
6	60,759	29.21	63,525	30.54	65,758	31.61	67,731	32.56	74,504	35.82	55,073	26.48	57,827	27.80	
7	60,759	29.21	63,525	30.54	66,087	31.77	68,069	32.73	74,876	36.00	55,348	26.61	58,116	27.94	
8	60,759	29.21	63,525	30.54	66,417	31.93	68,410	32.89	75,251	36.18	55,625	26.74	58,406	28.08	
9	60,759	29.21	63,525	30.54	66,749	32.09	68,752	33.05	75,627	36.36	55,903	26.88	58,698	28.22	
10	60,759	29.21	63,525	30.54	67,083	32.25	69,096	33.22	76,005	36.54	56,183	27.01	58,992	28.36	
11	60,759	29.21	63,525	30.54	67,083	32.25	69,441	33.39	76,385	36.72	56,464	27.15	59,287	28.50	
12	60,759	29.21	63,525	30.54	67,083	32.25	69,788	33.55	76,767	36.91	56,746	27.28	59,583	28.65	
13	60,759	29.21	63,525	30.54	67,083	32.25	70,137	33.72	77,151	37.09	57,030	27.42	59,881	28.79	
14	60,759	29.21	63,525	30.54	67,083	32.25	70,488	33.89	77,537	37.28	57,315	27.56	60,181	28.93	
15	60,759	29.21	63,525	30.54	67,083	32.25	70,840	34.06	77,924	37.46	57,601	27.69	60,481	29.08	
16	60,759	29.21	63,525	30.54	67,083	32.25	71,195	34.23	78,314	37.65	57,889	27.83	60,784	29.22	
17	60,759	29.21	63,525	30.54	67,083	32.25	71,551	34.40	78,706	37.84	58,179	27.97	61,088	29.37	
18	60,759	29.21	63,525	30.54	67,083	32.25	71,908	34.57	79,099	38.03	58,470	28.11	61,393	29.52	
19	60,759	29.21	63,525	30.54	67,083	32.25	72,268	34.74	79,495	38.22	58,762	28.25	61,700	29.66	
20	60,759	29.21	63,525	30.54	67,083	32.25	72,629	34.92	79,892	38.41	59,056	28.39	62,009	29.81	

**FY 27 Effective July 1, 2026**

**LIVINGSTON POLICE WAGE SCHEDULE**

**3.00%**

New Base		62,270										55,328			
Step	Probationary Patrol Officer		Patrol Officer 1		Patrol Officer 2		Patrol Officer 3		Sergeant		Communications Officer		Communications Shift Supervisor		
	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	
1	62,270	29.94	64,138	30.84	66,063	31.76	68,045	32.71	74,849	35.99	55,328	26.60	58,094	27.93	
2	62,893	30.24	64,780	31.14	66,723	32.08	68,725	33.04	75,597	36.34	55,881	26.87	58,675	28.21	
3	62,893	30.24	65,428	31.46	67,390	32.40	69,412	33.37	76,353	36.71	56,440	27.13	59,262	28.49	
4	62,893	30.24	66,082	31.77	68,064	32.72	70,106	33.70	77,117	37.08	57,005	27.41	59,855	28.78	
5	62,893	30.24	66,743	32.09	68,745	33.05	70,807	34.04	77,888	37.45	57,575	27.68	60,453	29.06	
6	62,893	30.24	66,743	32.09	69,432	33.38	71,515	34.38	78,667	37.82	58,150	27.96	61,058	29.35	
7	62,893	30.24	66,743	32.09	70,127	33.71	72,231	34.73	79,454	38.20	58,732	28.24	61,668	29.65	
8	62,893	30.24	66,743	32.09	70,828	34.05	72,953	35.07	80,248	38.58	59,319	28.52	62,285	29.94	
9	62,893	30.24	66,743	32.09	71,536	34.39	73,682	35.42	81,051	38.97	59,912	28.80	62,908	30.24	
10	62,893	30.24	66,743	32.09	72,252	34.74	74,419	35.78	81,861	39.36	60,511	29.09	63,537	30.55	
11	62,893	30.24	66,743	32.09	72,252	34.74	75,163	36.14	82,680	39.75	61,117	29.38	64,172	30.85	
12	62,893	30.24	66,743	32.09	72,252	34.74	75,915	36.50	83,507	40.15	61,728	29.68	64,814	31.16	
13	62,893	30.24	66,743	32.09	72,252	34.74	76,674	36.86	84,342	40.55	62,345	29.97	65,462	31.47	
14	62,893	30.24	66,743	32.09	72,252	34.74	77,441	37.23	85,185	40.95	62,969	30.27	66,117	31.79	
15	62,893	30.24	66,743	32.09	72,252	34.74	78,215	37.60	86,037	41.36	63,598	30.58	66,778	32.10	
16	62,893	30.24	66,743	32.09	72,252	34.74	78,998	37.98	86,897	41.78	64,234	30.88	67,446	32.43	
17	62,893	30.24	66,743	32.09	72,252	34.74	79,788	38.36	87,766	42.20	64,877	31.19	68,120	32.75	
18	62,893	30.24	66,743	32.09	72,252	34.74	80,585	38.74	88,644	42.62	65,525	31.50	68,802	33.08	
19	62,893	30.24	66,743	32.09	72,252	34.74	81,391	39.13	89,530	43.04	66,181	31.82	69,490	33.41	
20	62,893	30.24	66,743	32.09	72,252	34.74	82,205	39.52	90,426	43.47	66,842	32.14	70,184	33.74	

**Section 2. Placement on Salary Schedule:**

The following rules shall be applicable in determining placement of Law Enforcement and Communications Officer employees into the salary schedule.

**Current Employees:**

Current employees effective 7/1/2024 shall be placed into the matrix according to their current years of service. For example, an employee who has completed 5 years of service with the City would be placed at step 6 of the matrix.

**New Employees:**

A new employee will generally start at step 1; however, a certified, experienced, and qualified candidate can be brought in at any step or grade based on the determination of the City.

**Movement:**

On the hiring anniversary of the employee, they shall progress forward into the next step of their classification. Current Employees carry over years of service into their next classification.

**ADDENDUM B – DISCIPLINE GUIDE**

Remains same as Contract 2017-2018.

# Livingston Police Department Discipline Guide



September 2015

# **INTRODUCTION**

This document was designed for use by the members of the Livingston Police Department as a guide to assist and inform in the application of discipline and corrective action. The guide is intended to establish clear and defined expectations during the administration of discipline and corrective action in a consistent manner with appropriate levels.

When discipline is warranted, each situation is unique and is based on the totality of the circumstances where all factors are considered. Each situation is examined taking these individual factors into consideration. These factors are relative in each situation and to each employee.

While discipline or corrective action needs to be administered as fairly and consistently as practical, equally important to the process is the obligation to balance the needs of the employee with the needs of the organization and the public trust. Compromising any one of those three elements weakens the Department's ability to function properly, effectively and efficiency.

Dale Johnson

Chief of Police

# **PENALTY GUIDE**

Supervisors and employees must recognize that penalty schedules cannot accurately, fairly or consistently address every situation. Times and issues require that discipline must be flexible in its ability to modify behavior to conform to current social expectations. Investigations of alleged misconduct must be based on an individual analysis of each employee for each incident. Any penalty should be based upon the need to modify the employees' behavior, set expectations for other employees, and maintain the public trust.

One of the responsibilities of an Internal Affairs Investigation is to review all complaints to evaluate the fairness and consistency of the adjudication and any proposed penalty. With the institutional knowledge gained over time, estimations of penalties based on recent penalty trends for similar acts or omissions have been developed. The Penalty Guide represents an anthology of common offenses and their commensurate penalties derived from that accumulated institutional knowledge.

The penalty ranges listed are estimations that represent only a starting point from which the appropriate level of discipline may reflect. Management insight should be used to garner the appropriate penalty recommendation for all alleged acts of misconduct, taken as a whole, rather than the summation of penalties for individual acts of misconduct. Every penalty recommendation must consider the employee's complaint history; relative job knowledge and experience; motives; intent; and damage caused, both tangible and intangible. This assessment must be balanced with the impact the alleged act had on other employees, the Department, and the community we serve.

**It must be remembered that this is a guide.** As such, it may not always reflect the appropriate penalty for every set of circumstances. Indeed, for a given set of circumstances, the appropriate penalty may be higher or lower, depending on *current* issues and the impact of the particular misconduct on the community and/or fellow employees. When deviating from the Penalty Guide, a detailed explanation needs to be documented for the deviation.

**The Chief of Police will have the final decision making authority in all penalties.**

## LEGEND

A= Verbal Warning

B= Written Warning

C= 1 - 2 day(s) suspension

D= 3 - 4 day suspension

E= Two week Suspension (80 hour)

F= Termination recommendation

	Violation Description	1st Occurrence	2nd Occurrence	3rd Occurrence
<b>Alcohol</b>				
	Unfit for duty due to alcohol use prior to shift	C	D-F	F
	Under the influence of alcohol while on-duty	D-F	F	F
	Improperly possessed alcoholic beverage while on-duty	B-C	D-E	F
	Improperly consumed alcoholic beverage while on-duty	D-F	F	F
	Improperly consumed/ purchase alcoholic beverage while in uniform when off-duty	D-F	F	F
<b>Discourtesy (on-duty involving public)</b>				
	Discourteous/ improper remark to a member of the public	A-B	C	C-F
	Inappropriate gesture	A-B	C	C-F
	improper remark in public	A-B	C	C-F
<b>Discourtesy (on-duty - no public involving )</b>				
	Discourteous/ improper remark to/ regarding a member or fellow employee	A-B	C	C-F
	Inappropriate gesture	A-B	C	C-F
	improper remark in the workplace	A-B	C	C-F
<b>Dishonesty/ Theft</b>				
	Knowingly receives any compensation of which not entitled	F	F	F
	Converts found/ recovered/ seized property to personal use	B-F	F	F
	Converts city property/ resources to personal use	B-F	F	F
	Improperly takes/ appropriates/ converts the property of another	B-F	F	F
	Purposely falsify time sheet (own or others')	F	F	F
<b>Domestic Violence</b>				
	Domestic Violence conviction	F	F	F
	Violation of Order of Protection (as determined by the court)	D-F	F	F
<b>Driving</b>				
	At-fault traffic collision	B-C	B-D	B-F
	improper/ unsafe driving (on/off duty)	B-C	B-D	B-F

	<b>Violation Description</b>	<b>1st Occurrence</b>	<b>2nd Occurrence</b>	<b>3rd Occurrence</b>
	<b>Driving Under the Influence (off-duty)</b>			
	Driving under the influence (conviction)	E	F	F
	Driving under the influence (conviction) with traffic collision	F	F	F
	Driving under the influence (conviction) with Injury traffic collision and/or aggravated circumstances	F	F	F
	<b>Ethnic Bias</b>			
	Improper remark(s) showing ethnic/ cultural bias	B-C	C-D	E-F
	Show/ display material showing ethnic/ cultural bias	B-C	C-D	E-F
	Knowingly/improperly detaining someone due to ethnic/ cultural bias	C-F	F	F
	<b>Failure to Appear</b>			
	Failure to appear/ late for court or other administrative hearing when properly notified	A-B	B-C	C-F
	<b>False &amp; Misleading Statements</b>			
	Knowingly make false or misleading statement(s) during official inquiry/ investigation	D-F	F	F
	Knowingly make false or misleading statement(s) Under Oath	F	F	F
	<b>False imprisonment/ Search</b>			
	Knowingly detain/ transport someone without cause	D	F	F
	Knowingly arrest someone without cause (false arrest)	F	F	F
	<b>Gender Bias/ Sexual Harassment</b>			
	Improper remark(s) showing sexual/ gender bias	B-D	E-F	F
	Show or otherwise display material showing sexual/gender bias	C	D	E-F
	Create/ allow hostile work environment showing sexual/ gender bias	E-F	F	F
	<b>Insubordination</b>			
	Improper comments to a supervisor (one-on-one/ limited parties present)	B-C	D-E	F
	Improper comments to a supervisor (public setting/ group setting)	B-D	D-E	F
	Refusal/ fail to obey direct order	C-D	F	F
	refusal/ fail to follow requirements of restricted duty letter	B-D	C-D	E-F



	<b>Violation Description</b>	<b>1st Occurrence</b>	<b>2nd Occurrence</b>	<b>3rd Occurrence</b>
<b>Narcotics/ Drugs</b>				
	Improperly possess/ ingest/ sell/ distribute illegal narcotics/ drugs	F	F	F
	Improperly possess/ ingest/ sell/ distribute prescribed narcotics/ drugs	F	F	F
	Present where illegal narcotics/ drugs being used	B-C	D-E	F
	Knowingly transport/accompany person to buy/ obtain illegal narcotics/ drugs	F	F	F
<b>Neglect of Duty</b>				
	Failure to care for Department/City property or assets resulting in damage	B	C	D-F
	Intentional Damage to Department/City Property or Assets	C-F	E-F	F
	Improper/ Unsafe Use of Department/City Property	B	B-C	B-F
	Fail to properly activate and use equipment (radio, cameras, etc.)	A-B	C-D	E-F
	Failure to care for property of arrestee/victim/other	B	C	D-F
	Failure to properly handle/ process evidence	B	C	D-F
	Fail to have car audio/ video activated as required	A-B	C-D	E-F
	Tardy/ late for work (without proper notice)	A-B	B-D	D-F
	Failure to show up for work (without proper notice)	B-C	C-E	E-F
	Sleeping while on duty	B	C	D-F
	Conducting excessive personal business while on-duty	B	C	D-F
	Fail to return to duty from breaks on time	A-B	B-D	D-F
	Failure to handle assigned calls	B-C	C-E	E-F
	Failure to take appropriate action/ provide appropriate service	B-C	C-D	E-F
	Fail to report On-Duty Use of Force incident	B-C	C-E	E-F
	Failure to complete reports timely manner	A-B	B-C	D-F
	Unauthorized weapon or ammunition	B-C	C-D	D-F
	Failure to properly search arrestee/ detainee	B	C	D-F
	Fail to properly care for/ monitor person in-custody	B-F	C-F	F
	Work off-duty without permission (outside employment)	B	C	D-F
	Release of Confidential Reports/Information/Records	B-F	C-F	F
	Improper use of City vehicle	B	B-C	D-F
<b>Neglect of Duty - Supervisor</b>				
	Fail to take appropriate action	B-C	C-E	F
	Fail to initiate/ process Personnel Complaints	C	D	E-F
	Fail to review/ approve Department Report(s)	B-C	B-C	D-E

	<b>Violation Description</b>	<b>1st Occurrence</b>	<b>2nd Occurrence</b>	<b>3rd Occurrence</b>
<b>Police/ Procedure</b>				
	Violate any codified/ published/ or otherwise specified/ articulated Department Policy/ Rule or Regulation/ S.O.P.	A-C	B-D	C-F
<b>Reports/ Documents</b>				
	Knowingly prepare/ submit false Department report	F	F	F
	Knowingly prepare/ submit inaccurate/ incomplete Department report	B-C	C-D	E-F
<b>Shooting Policy (including TASER)</b>				
	Discharge of Weapon in violation of Department policy	B-E	E-F	F
	Negligent discharge - injury to self/ others	B-E	F	F
	Negligent discharge - no injury	B-E	C	D-F
<b>Unauthorized Force</b>				
	Specified/ articulated incident/ acts	B-F	C-F	D-F
<b>Unbecoming Conduct</b>				
	Unnecessarily involved in dispute resulting in response of law enforcement	B	C-D	E-F
	Failure to cooperate with internal Investigation	B-F	C-F	D-F
	Off-duty; improper remark to on-duty law enforcement personnel/ co-worker	B-C	C-D	D-F
	Fail to maintain personal finances resulting in collectors contacting the Police Department or City Administration	A-B	B-C	C-E
	Use official position to acquire gratuities/ gifts/ special favors	B	C	D-F
	Retaliate against another for filing a complaint	B-E	E-F	F
	Attempt/ convert on-duty contact for social relationship	B-E	D-E	E-F
	Improper use of Department computer system/ database/ records / software	B-F	C-F	F
	Improper message/ communications through MDT/ radio transition	B	B-C	C-E
	Failure to maintain valid driver's license/ registration/ car insurance	B	C	D-F
	Compromise an official investigation	B-F	F	F
	Knowingly allow minor to consume alcohol	C-D	D-E	F
	Knowingly provide alcohol to minor (not your own)	C-F	D-F	F
	Off-duty; unnecessarily involved in altercation	B-C	C-D	D-F
	Off-duty; unnecessarily strike another	B-D	D-E	F
	Criminal act (other than DUI) - no conviction	B-F	C-F	D-F
	Criminal act (other than DUI) - with conviction	B-F	F	F
	Smoking in patrol vehicle	B	B-C	C

	<b>Violation Description</b>	<b>1st Occurrence</b>	<b>2nd Occurrence</b>	<b>3rd Occurrence</b>
	Sexual contact with another while on duty	D-E	E-F	F
	Any act/ conduct not otherwise specified/ articulated by the Department to be unbecoming/ inappropriate/ unsafe/ negligent/ unethical	B-F	D-F	D-F
	Violate a Court Order (other than Domestic Violence)	B-F	B-F	B-F

**File Attachments for Item:**

**A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA  
RECOGNIZING PARALEGAL DAY ON 10/23/24 IN LIVINGSTON MONTANA**



*Proclamation*  
*of the Livingston City Commission*  
**Declaring October 23, 2024,**  
**Paralegal Day in the City of Livingston**

\*\*\*\*\*

**WHEREAS**, paralegals provide essential support within the legal system, conducting legal research, preparing pleadings, organizing trial materials, and ensuring the smooth scheduling of legal proceedings; and

**WHEREAS**, the City of Livingston's dedicated Paralegal, a full-time professional, skillfully manages legal research, trial preparation, witness interviews, and restitution processes, all while coordinating the schedules for herself, the City Prosecutor and community members; and

**WHEREAS**, this role, though often working behind the scenes, is critical to the efficient operation of the City's legal system, directly contributing to the safety and well-being of our community; and

**WHEREAS**, **National Paralegal Day** provides an opportunity to express our gratitude for the hard work, dedication, and professionalism of our City Paralegal;

**NOW, THEREFORE, BE IT RESOLVED**, on behalf of the Livingston City Commission, I, Karrie Kahle, Chair, do hereby proclaim October 23, 2024, to be:

**PARALEGAL DAY IN**  
**LIVINGSTON, MONTANA.**

**Further** I encourage our community and City employees to recognize the important contributions of our City Paralegal. Her dedication and hard work ensure the smooth operation of our legal system, supporting justice and safety for all!

---

**Karrie Kahle, Chair**  
**Livingston City Commission**

---

**Emily Hutchinson,**  
**City Clerk**

**File Attachments for Item:**

**B. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA  
RECOGNIZING VISIT A CEMETERY DAY ON 10/27/24 IN LIVINGSTON MONTANA**



*Proclamation*  
*of the Livingston City Commission*  
**Declaring October 27, 2024,**

**Visit a Cemetery Day in the City of Livingston**

\*\*\*\*\*

**WHEREAS**, cemeteries are not merely resting places for the departed but sacred grounds where we honor and remember the lives of those who have passed; and

**WHEREAS**, cemeteries serve as a vital link between generations, reminding us that though our loved ones have left this physical world, their memories remain with us, continuing to shape and inspire our lives; and

**WHEREAS**, the City of Livingston is proud to maintain its cemetery as part of the City's park system, and the Livingston Parks Department, comprised of four dedicated full-time staff members, works diligently to ensure that the grounds are well cared for and that families have peaceful and serene spaces to honor their loved ones; and

**WHEREAS**, the Livingston Parks Department works in close partnership with the City Finance Department, which maintains all burial records, ensuring that the histories of families and the memories of those laid to rest are preserved with the utmost respect and accuracy; and

**WHEREAS** we recognize and commend Franzen Davis, our local funeral home, established in 1925 at 118 North 3rd St. by George Walter Selby, whose nine compassionate and professional staff members work hand-in-hand with the City to support families during their time of loss, exemplifying the values of care, kindness, and community; and

**WHEREAS**, "Visit a Cemetery Day" on the last Sunday of October provides an opportunity for all of us to pause, visit our cemetery, reflect on the lives of those who have passed, and express our gratitude for the memories and legacies they have left behind;

**NOW, THEREFORE, BE IT RESOLVED**, on behalf of the Livingston City Commission, I, Karrie Kahle, Chair, do hereby proclaim October 27, 2024, to be:

**VISIT A CEMETERY DAY IN  
 LIVINGSTON, MONTANA.**

Further I encourage all community members to visit the cemetery, honor those who have gone before us, and acknowledge, the work of our Parks Department, Finance Department, and Franzen Davis Funeral Home in maintaining this sacred connection to our past.

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**Karrie Kahle, Chair**  
**Livingston City Commission**

---

**Emily Hutchinson,**  
**City Clerk**

**File Attachments for Item:**

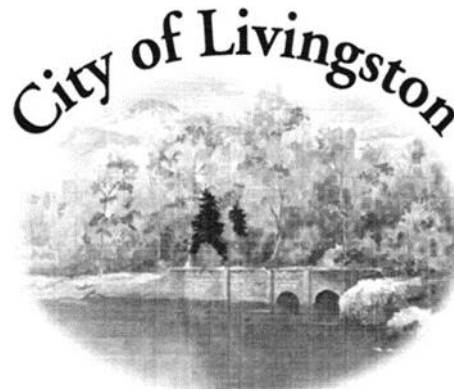
**A. PUBLIC HEARING FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS**



**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



*Incorporated 1889*

**Chairperson**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
James Willich  
Quentin Schwarz  
Torrey Lyons

Date: October 15, 2024  
To: Chair Kahle and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Public Hearing for Community Development Block Grant Projects**

**Recommendation and Summary**

Staff is recommending the Commission conduct a second public hearing to solicit community input on possible projects that may be funded by a Community Development Block Grant. As this is to conduct a public hearing soliciting project concepts, no motion is necessary.

The reasons for the public hearing are as follows:

- The Montana Department of Commerce is conducting an application round for both planning and construction grants in November 2024.
- The Department has promulgated certain advice to possible applicants on best practices and recommends two public hearings with the community.

**Introduction and History**

The Community Development Block Grant (CDBG) program awards grants to cities, towns, and counties to develop and preserve affordable housing, to provide services to the most vulnerable in our communities, and to create and retain jobs. CDBG provides funding and technical assistance to help local governments plan for future growth and development, develop specific plans for individual projects, and take action to address community needs.

**Analysis**

With an application cycle for both planning and construction grants closing in November, the City is interested in learning of potential projects from community members. The City is considering a planning grant related to a grade separated rail crossing but welcomes community input on other planning or construction grant opportunities.

**Fiscal Impact**

There is no fiscal impact arising from the conduct of a public hearing.

**Strategic Alignment**

Understanding community needs aligns with the City’s goal to implement community priorities.

**Attachments**

Attachment A: CDBG Public Hearing Guidelines

## APPENDIX D Public Hearing Requirements

### **The First Public Hearing**

The purpose of the first public hearing is to provide an objective and neutral forum for considering overall community needs and potentially competing or alternative proposals for CDBG projects to deal with those needs, within the local government’s jurisdiction. The first public hearing should inform the public about the amount of state CDBG funds estimated to be available to Montana communities, and the kinds of activities that are eligible for CDBG funds.

Applicants should hold the first public hearing not more than twelve months prior to the date of application. The site of the first public hearing should be a neutral one that would encourage fair and impartial consideration of all potential CDBG projects. Local officials may have a possible project in mind for a CDBG application before the first public hearing to "identify community development and housing needs" is held. However, it is very important that the location of the first hearing be considered a neutral site, so as not to skew the selection of the proposed project toward a pre-determined community need, and so that all potential CDBG projects may receive fair consideration before a decision to submit a particular project is made. For example, even though a county government may be considering a project to serve a particular unincorporated community, the first public hearing should be held in the county seat, rather than in that unincorporated community, so that each potential community development and housing need may receive fair and impartial consideration as a potential CDBG project.

To minimize duplication, local governments may use advertised public hearings related to their planning program or other funding applications to meet the CDBG requirement for a public hearing prior to preparation of their CDBG application, as long as overall community needs, and possible solutions are considered. An increasing number of Montana counties and cities are cooperating to publicize and hold joint, annual hearings to consider overall community development and housing needs for both the city and county. By this means, a single public hearing on overall community development needs can meet the requirements of other state or federal programs.

### **The Second Public Hearing**

The purpose of the second public hearing is to give citizens and potential beneficiaries of the proposed CDBG project (especially LMI persons) or residents of the project area adequate opportunity to consider the potential impacts and benefits of the community’s proposed project and to comment on it, before the community submits the application. The second hearing should be held not more than three months prior to the date of application however also provide local officials a reasonable amount of time to deal with comments or concerns stated by citizens at the hearing.

At the second public hearing, specific CDBG program requirements and related project issues should be reviewed. This is the key hearing at which the public should have the opportunity to review and comment on the details of the scope, design, and all projected financial responsibilities falling on project beneficiaries. To facilitate the participation of citizens who may be most affected by a proposed project, local officials may wish to hold the second public hearing in a location near the proposed project site. For the second public hearing it would be appropriate, for example, to hold the hearing at a senior center proposed to be assisted with the CDBG project. Local governments may conduct a single, consolidated public hearing to address the public hearing requirement for other funding programs while meeting the CDBG second public hearing requirement.

The CDBG Program encourages a neutral setting that promotes open discussion and an exchange of ideas regarding all community development and housing needs, and possible solutions for those needs. This may include an open town meeting or facilitated small group discussion with a final summation of identified community needs and solutions. Local officials may also want to use additional public involvement techniques such as open houses or presentations to local organizations to make more citizens aware of community needs and to solicit their ideas on

activities or projects to address community problems.

The two public hearings must:

- Be conducted by the city, town, or county government that will sponsor the application; it is also recommended the partnering non-profit or CRDC participate in the hearings.
- Provide reasonable and timely access to the public hearings along with information and records about the proposed project.
- Publish advertisements that include information such as clear location that is convenient and accessible to potential or actual beneficiaries and accommodations for individuals or groups with disabilities.
- Provide accommodations for non-English speaking residents when a significant number of non-English speaking residents might be reasonably expected to participate and include advertisements in non-English.
- Hearings should follow local government practice, but not at the exclusion of anything stated above.

**SAMPLE NOTICES**

**Sample Notice for the *First* CDBG Public Hearing**

The (*Town of \_\_\_\_\_*, the *City of \_\_\_\_\_* or \_\_\_\_\_ *County*) will hold a public hearing on (*day*), (*date*), (*time*), in the (*...building name and address...*), Room \_\_\_\_\_, for the purpose of obtaining public comments regarding the *City's (Town's or County's)* overall community and economic development needs, including the needs of low and moderate income persons. *The Town/City Council of \_\_\_\_\_ (or \_\_\_\_\_ County Commissioners)* will also seek the views of citizens on the activities that should be undertaken to meet the identified needs and their relative priority. The (*City, Town or County*) may apply for state or federal funding from the Montana Community Development Block Grant (CDBG) Program and other funding sources to deal with community and economic development needs and would like comments or suggestions from local citizens regarding the *City's (Town's or County's)* needs and the type of projects which should be considered. Comments may be given orally at the hearing or submitted in writing before (*time and date*).

Anyone who would like more information or who wants to submit suggestions should contact (*person*), (*title*), (*telephone number*).

---

*If it is the intent of the applicant to coordinate the second project public hearing with hearings for other programs, this notice may be combined with information from other programs, but must contain CDBG project specific details as listed below.*

**Sample Notice for the *Second* CDBG Public Hearing**

The (*Town of \_\_\_\_\_*, the *City of \_\_\_\_\_* (or \_\_\_\_\_ *County*) will hold a public hearing on (*day*), (*date*), (*time*), in the (*... building name and address*), Room \_\_\_\_\_, for the purpose of obtaining public comments regarding a proposed application to the Montana Department of Commerce's Community Development Block Grant (CDBG) Program for a (*type of project, description of project, and project area, as applicable*). At the public hearing, the proposed project will be explained, including the purpose and proposed area of the project, activities, budget, possible sources of funding, and (if applicable, any costs that may result for local citizens as a result of the project). All interested persons will be given the opportunity to ask questions and to express their opinions regarding this proposed project.

Comments may be given orally at the hearing or submitted in writing before (*time and date*). Anyone who would like more information or who wants to submit questions or comments should contact (*person*), (*title*), (*telephone number*). A copy of the application to be submitted for funding the project is available for review at (*location*) during regular office hours.



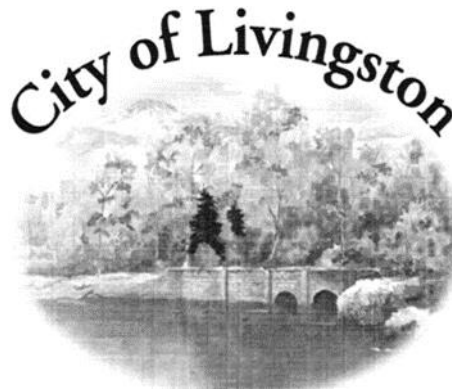
**File Attachments for Item:**

**B. ORDINANCE 3055: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 2 OF THE LIVINGSTON MUNICIPAL CODE, ENTITLED GOVERNMENT AND ADMINISTRATION, TO CONFORM NOTICING PROVISIONS TO STATE LAW, REFLECT THE EXISTENCE OF THE CITY CLERK POSITION, MODIFY CITY COMMISSION VOTING RULES, ACKNOWLEDGE A NEW FEDERAL HOLIDAY AND MAKE TECHNICAL AND CONFORMING CHANGES.**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.org  
www.livingstonmontana.org



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**Chairperson**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
James Willich  
Quentin Schwarz  
Torrey Lyons

Date: October 15, 2024  
To: Chair Kahle and City Commissioners  
From: Grant Gager, City Manager

**Staff Report for Ordinance 3055**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 2 OF THE LIVINGSTON MUNICIPAL CODE, ENTITLED GOVERNMENT AND ADMINISTRATION, TO CONFORM NOTICING PROVISIONS TO STATE LAW, REFLECT THE EXISTENCE OF THE CITY CLERK POSITION, MODIFY CITY COMMISSION VOTING RULES, ACKNOWLEDGE A NEW FEDERAL HOLIDAY AND MAKE TECHNICAL AND CONFORMING CHANGES.**

**Recommendation and Summary**

Staff is recommending the Commission conduct and approve the second reading of Ordinance 3055 by adopting the following motion:

**“I move to approve the second reading of Ordinance 3055.”**

The reasons for the recommendation are as follows:

- Several operational changes have occurred which should be reflected in the Livingston Municipal Code.

**Introduction and History**

The City of Livingston Municipal Code (LMC) is one regulatory tool that helps guide the operations of the City. Several recent changes should be reflected in the LMC including:

1. The recent re-establishment of the City Clerk position.
2. Recognition of the Juneteenth federal holiday.
3. Legislative changes to statewide noticing provisions.

The Commission conducted a first reading of Ordinance 3055 at its meeting on September 17, 2024.

**Analysis**

Updating the LMC to reflect recent changes will ensure that the City code is consistent with City operations. The change to LMC 2-15, which modifies the City Commission quorum-voting rule, will bring the City into conformance with Montana Code Annotated.

Pursuant to the Commission’s request, Attachment B has been created to provide alternate language for LMC 2-15 should the Commission desire to retain a higher standard of approval for certain decisions, as discussed at the October 1, 2024, City Commission meeting.

**Fiscal Impact**

There is no fiscal impact arising from the recommended changes.

**Strategic Alignment**

Regulatory requirements and operational alignment is a best practice.

**Attachments**

- Attachment A: Ordinance 3055 REDLINE
- Attachment B: Section 2-15 Alternate Language and Known Use Cases

**ORDINANCE NO. 3055**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 2 OF THE LIVINGSTON MUNICIPAL CODE, ENTITLED GOVERNMENT ADMINISTRATION, TO CONFORM NOTICING PROVISIONS TO STATE LAW, REFLECT THE EXISTENCE OF THE CITY CLERK POSITION, MODIFY CITY COMMISSION VOTING RULES, ACKNOWLEDGE A NEW FEDERAL HOLIDAY AND MAKE TECHNICAL AND CONFORMING CHANGES.**

**Preamble.**

The purpose of this Ordinance is to reflect certain changes to both State Law and city operations in the Livingston Municipal Code.

\*\*\*\*\*

**WHEREAS**, the State of Montana has adopted legislation regarding meeting noticing; and

**WHEREAS**, the City of Livingston has created a City Clerk position in accordance with Montana Code Annotated; and

**WHEREAS**, the City desires to make additional technical and conforming changes to the Livingston Municipal Code provisions regarding Government and Administration;

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Livingston, Montana, that Sections 2-12, 2-14, 2-15, 2-18, 2-42, 2-46 and 2-73 of the Livingston Municipal Code be hereby amended with additions underlined and deletions struck through, as follows:

**Sec. 2-12. Posting board and notice.**

The City Commission hereby designates the bulletin board attached to the wall of the entryway ~~between~~ between the two entry doors of City Hall located at 220 East Park Street, Livingston, Montana as its official posting board for the purpose of posting public information. (7-1-4135 MCA).

When notice of a public hearing or other official action is required, ~~unless provided elsewhere in the statutes,~~ notice shall be published on the official posting board and also in accordance with the requirements of Montana Code Annotated. ~~twice with at least six (6) days separating each publication.~~ The published notice shall contain the date, time and place at which the hearing or other action will occur, a brief statement of the action to be taken and the address and telephone number of the person who can be contacted for further information.

(Ord. 1869, 2/17/98; Ord. 1921 § 1 (part), 2/3/03; Ord. 1962, 2/21/06; Ord. No. 2016, 10/19/09; Ord. No. 2019, § 1, 4/19/10; Ord. No. 3031, 5/17/22; Ord. No. 3032, 5/17/22)

**Sec. 2-14. Officers and duties.**

- A. General. Election, voting, absence and vacancy. The City Commission shall annually elect a chair and a vice chair at the first meeting in January to serve until the next chair and vice chair are elected. The chair and vice



chair shall retain all the rights and responsibilities held as a member of the commission, including the right to vote. The chair, or in their absence the vice chair, shall be the presiding officer at meetings of the commission. In the absence of both the chair and vice chair, the ~~City Clerk~~ ~~Recording Secretary~~ shall call the meeting to order, call for the roll and the commission members present shall then appoint an acting chair to preside over the meeting.

- B. Chair. The presiding officer of the City Commission shall be the Chair who shall preserve strict order and decorum at all meetings of the Commission. The chair shall assign each Commission member to a seat at the Commission table, as they may deem appropriate. The Chair shall state, or cause to be stated, every motion coming before the Commission, announce the decision of the Commission on all subjects, and decide all questions of order, subject, however, to an appeal to the Commission at large, in which event a majority vote of the Commission shall govern and conclusively determine such question of order.
- C. Vice Chair. In the Chair's absence or in the case of the Chair's inability to act, the Vice Chair shall be designated by the Commission to perform the duties of the Chair.
- D. ~~Recording Secretary~~ City Clerk. The ~~Recording Secretary~~ City Clerk shall record the proceedings of the City Commission and prepare and maintain permanent minutes of the Commission proceedings and shall file and preserve the recordings of the meetings and preserve and maintain the minutes and records in the City Office, which minutes and records shall be a public record; and shall be the custodian of the files and records of the Commission.
- E. Sergeant at arms. The Chief of Police, or such other officer may be designated by the Commission, shall be the Sergeant at Arms who shall assist the Chair in preserving strict order and decorum at all meetings and shall keep track of the time when the chair has place time limits upon a speaker's presentation.
- F. Procedure to fill Vacancy in office of City Commissioner. In the event of a vacancy in the office of City Commissioner under Section 7-4-4111 , Montana Code Annotated, the City Commission shall use the follow process to fill the vacancy.
  1. The City Commission shall determine that a vacancy in the office of a City Commissioner has occurred at either the next scheduled regular meeting of the City Commission or at a duly noticed special meeting as a duly noticed agenda item.
  2. At the aforementioned meeting, the City Commission shall direct staff to publish in the local newspaper, once per week for two (2) successive weeks, and shall post on the City's official posting board a request to have interested person submit an application to fill said vacancy. The vacancy is required by law to be filled within thirty (30) days of the vacancy with the term being limited to the unexpired term of the person who created the vacancy.
    - a. The notice shall state the deadline for submitting applications which shall no more than fifteen (15) days from the date of first publication and that the following application is available from the City Offices:
  2. At the aforementioned meeting, the City Commission shall direct staff to publish in the local newspaper, once per week for two (2) successive weeks, and shall post on the City's official posting board a request to have interested person submit an application to fill said vacancy. The vacancy is required by law to be filled within thirty (30) days of the vacancy with the term being limited to the unexpired term of the person who created the vacancy.
    - a. The notice shall state the deadline for submitting applications which shall no more than fifteen (15) days from the date of first publication and that the application is available from the City Offices.
  3. The City Commission shall meet in a public session to review all applications to determine that the applicants meet the minimum qualifications as set forth by state law.
  4. The City Commission shall then notice a public meeting wherein all qualifying applicants are interviewed. Interviews of each applicant shall follow the same format. Questions for the candidates will be established by the City Commission in advance of the interview.
  5. Thereafter, the City Commission, at a regular meeting or a duly notice special meeting shall appoint by a majority vote a qualified person to fill the vacancy who shall serve the unexpired term of the person

creating the vacancy and until a successor is elected and qualified at the next general municipal election.

- 6. After appointment has been made, the City Commission will write a letter to all applicants thanking each applicant for their time and desire to serve the public in making the City of Livingston a better place to live.

(Ord. 1869, 2/17/98: Ord. 1921 § 1 (part), 2/3/03; Ord. 1962, 2/21/06; Ord. No. 2016, § 1, 10/19/09; Ord. No. 2019, § 1, 4/19/10; Ord. No. 2077 , 1/18/18; Ord. No. 3005 , § 2, 4/20/21)

**Sec. 2-15. Quorum.**

A quorum shall consist of three (3) Commission members. ~~However, an~~ - The affirmative vote of a majority of ~~the entire Commission~~ Commissioners present at a meeting shall be necessary to adopt or reject any motion, resolution or ordinance or pass any measure unless a greater number is required by law. Upon each vote, the ayes and nays shall be recorded. However, in the event of an emergency expenditure, such expenditure must be charged to the emergency budget appropriations and adopted by two-thirds (2/3) of the members of a governing body who are present at the meeting (Section 7-6-4302 , MCA).

(Ord. 1869, 2/17/98: Ord. 1921 § 1 (part), 2/3/03; Ord. 1962, 2/21/06)

**Sec. 2-18. Summary minutes and recording of meeting.**

All regular and special meetings of the City Commission, except executive sessions, shall be recorded and a copy of the recording shall be retained as the official record of the proceedings of the City Commission. In addition, summary minutes of all regular and special meetings of the City Commission shall be taken. The summary minutes must include at the minimum the date, time and place of the meeting, a list of the members of the City Commission in attendance, the substance of all matters proposed, discussed or decided and a record of all votes taken ( 7-5-4121 MCA). Summary minutes shall be approved by the Commission. It shall not be necessary to formally read the minutes aloud during the commission meeting prior to approval. Such minutes may be revised by the ~~Recording Secretary~~ City Clerk to correct spelling, numbering, and other such non-substantive mistakes. Prior to approval, any Commission member may, through the Chair, request the privilege of amending or correcting the minutes to accurately reflect the substance of the prior meeting. If objection is made by any Commission member to such amendment or correction, a majority vote of the Commission shall be necessary for adoption of the correction or amendment.

(Ord. 1869, 2/17/98: Ord. 1921 § 1 (part), 2/3/03; Ord. 1962, 2/21/06; Ord. No. 2016, § 1, 10/19/09; Ord. No. 3005 , § 2, 4/20/21)

**Sec. 2-42. Commencement of term for elected officers.**

The terms of all elected officers shall commence on the date set by State law following the election. Elected officers shall be sworn in by having ~~the Recording Secretary~~ a previously elected officer administer the oath of office at the first City Commission meeting following such date established in State law. ~~seven p.m. at the City Commission Chambers on the date the term commences, or if the date falls on a legal holiday, on the day following the legal holiday.~~

(Ord. 1981, 12/4/06)

**Sec. 2-46. Oath.**

All elected and appointed officers shall take and subscribe to the prescribed oath of office, which oath shall be filed with the ~~Recording Secretary~~ City Clerk.

**Sec. 2-73. City of Livingston holidays.**

A. Paid holidays for employees who are not members of a union shall be as follows:

- 1. January 1—New Year's Day;
- 2. Third Monday in January—Martin Luther King, Jr. Day;

- 3. Third Monday in February—as observation of both Lincoln's and Washington's Birthdays;
  - 4. Last Monday in May—Memorial Day;
  - 5. June 19—Juneteenth
  - 6. July 4—Independence Day;
  - 7. First Monday in September—Labor Day;
  - 8. Second Monday in October—Indigenous People's Day;
  - 9. November 11—Veteran's Day;
  - 10. Fourth Thursday in November—Thanksgiving Day;
  - 11. December 24—Christmas Eve (Note: not a State holiday);
  - 12. December 25—Christmas Day;
  - 13. Every day declared a legal holiday by the City of Livingston.
  - 14. State General Election Day.
- B. Employees required to work on a holiday will be paid at two (2) times the regular rate of pay in addition to the regular day's pay. An employee who is scheduled for a day-off on a day which is observed as a legal holiday shall receive a different day-off for the legal holiday. If any of the above-enumerated holidays fall upon a Sunday, the Monday following is a holiday or if the holiday falls upon a Saturday, the Friday before is a holiday.

(Ord. 1981, 12/4/06; Ord. No. 2096 , 1/5/21)

**SECTION 2**

**Statutory Interpretation and Repealer:**

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

**SECTION 3**

**Severability:**

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

**SECTION 4**

**Savings Provision:**

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

**SECTION 5**

**Effective date:**

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

\*\*\*\*\*

**PASSED** by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the \_\_\_\_ day of September, 2024.

\_\_\_\_\_  
**KARRIE KAHLE, CHAIR**

**ATTEST:**

\_\_\_\_\_  
**Emily Hutchinson**  
City Clerk

\*\*\*\*\*

**APPROVED TO AS FORM:**

\_\_\_\_\_  
**JON HESSE**  
City Attorney

**Sec. 2-15. Quorum.**

A quorum shall consist of three (3) Commission members. ~~However, an~~ - The affirmative vote of a majority of ~~the entire Commission~~ Commissioners present at a meeting shall be necessary to adopt or reject any motion, resolution or ordinance or pass any measure unless a greater number is required by law. Upon each vote, the ayes and nays shall be recorded. However, in the event of an emergency expenditure, such expenditure must be charged to the emergency budget appropriations and adopted by two-thirds (2/3) of the members of a governing body who are present at the meeting (Section 7-6-4302 , MCA). Additionally, any approval required pursuant to Chapter 30 of the Livingston Municipal Code, or any appeal of an administrative decision to the City Commission, shall require affirmative vote of the majority of the entire Commission to adopt or reject.

**Non-Chapter 30 Sections which provide for Appeal to the City Commission.**

Chapter 17 - SAFETY INSPECTION CERTIFICATE, SPECIAL BUSINESS LICENSE, AND ALCOHOL BEVERAGE LICENSE ACT

Sec. 17-13. - Appeal.

Any licensee or certificate holder shall have the right to file a written appeal to the City Commission.

Chapter 11 - FIRE PROTECTION AND PREVENTION

Sec. 11-64. - Inspection appeals.

Whenever the Chief of the Fire Department shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the fire prevention code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the chief of the fire department to the city commission within thirty (30) days from the date of the decision appealed.

Chapter 31 - HISTORIC DISTRICT OVERLAY ZONING

D. Appeals. Decisions of the HPC shall be treated as administrative. Any decision of the HPC may be appealed by any aggrieved party to the Livingston City Commission.

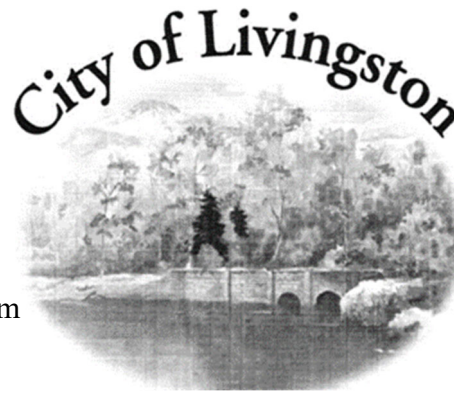
**File Attachments for Item:**

**C. RESOLUTION NO. 5147: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$244,092 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$1,801.**

**City Manager**  
Grant Gager

220 E Park Street  
(406) 823-6000 phone

citymanager@livingstonmontana.com  
www.livingstonmontana.org



**Chairperson**  
Karrie Kahle

**Vice Chair**  
Melissa Nootz

**Commissioners**  
Quentin Schwarz  
Torrey Lyons  
James Willich

*Incorporated 1889*

Date: 10/15/2024  
To: Chair Kahle and City Commissioners  
From: Paige Fetterhoff

**Staff Report for the Budget Amendment for Fiscal Year 23-24.**

**Recommendation and Summary**

Staff is recommending the Commission approve Resolution 5147 amending the budget for the Fiscal Year Ended June 30, 2024.

“I move to approve Resolution Number 5147 and authorize the Chair to sign the resolution.”

**Introduction and History**

The Commission approved the City Manager’s budget for fiscal year 2023-2024 via resolution no. 5098 on August 15<sup>th</sup>, 2023. Since the approval of the budget certain expenditures occurred that were not included in the original budget. The reasons for these additional expenditures are provided below:

<u>Fund</u>	<u>Amount</u>	<u>Reason</u>
Street Maintenance District	\$236,423	The purchase of a new road grader was budgeted for and ordered in FY 2022. Because of delays outside of the City’s control it was not delivered until September 2023.
Business Improvement District	\$5,868	All special assessments received for the Business Improvement District are remitted to the BID. The fund had accumulated a fund balance that was distributed to the BID.
Perpetual Cemetery	\$1,801	Interest earnings in the Perpetual Cemetery Fund are transferred at the end of each year to the General Fund. These earnings were higher than budgeted due to favorable interest rates during the fiscal year.

**Analysis**

During the fiscal year expenditures arose that were not included in the original approved budget. When presenting a budget to approve, it can be difficult to determine all the needs of the City for an entire year. Circumstances arise that require expenditures be made that cannot always be anticipated during the creation of the budget. When increasing appropriations, the source of funds

must be identified as Fund Reserves, Unanticipated Revenues, or Unbudgeted Revenues. These expenditures were anticipated along with offsetting revenue, however the approximate dollar amounts and timing of the expenditures were unknown to staff.

**Fiscal Impact**

Revenue adjustments in the amount of \$1,801 and appropriation adjustments of \$244,092 will be reflected in the final budget for FY 23-24.

**Strategic Alignment**

This aligns with item 2. Financial Stewardship of the City’s Strategic Plan.

**Attachments**

- Resolution 5147



**RESOLUTION NO. 5147**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$244,092 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$1,801.**

**WHEREAS**, by Resolution No. 5098 the City of Livingston adopted its budget for Fiscal Year 2023-2024 (FY 23-24); and

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

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

**WHEREAS**, the budget for FY 23-24 requires a budget amendment by making appropriation adjustments in the amount of \$244,092 and revenue adjustments in the amount of \$1,801 as specified herein.

**NOW, THEREFORE**, be it resolved by the City Commission of the City of Livingston, Montana, that the budget for Fiscal year 2023-2024 is amended as follows:

**Revenue Estimate Adjustments**

<b>Fund</b>	<b>Description/Purpose</b>	<b>Account</b>	<b>Amount</b>
<b>Emergency/ Disaster</b>	Interest Earnings	8010-371010	1,801
<b>TOTAL</b>			<b>\$ 1,801</b>

**Appropriation Adjustments**

<b>Fund</b>	<b>Description/Purpose</b>	<b>Account</b>	<b>Amount</b>	<b>Fund Reserves</b>	<b>Unanticipated Revenues</b>	<b>Unbudgeted Revenues</b>
<b>Street Maintenance Business Improvement District Perpetual Cemetery</b>	Road Grader	2500-451-430240-940	236,423	X		
	Proceeds transferred to BID	2650-400-470100-350	5,868	X		
	Transfer to General Fund	8010-400-521000-822	1,801			X
<b>TOTAL</b>			<b>\$ 244,092</b>			

Dated this 1<sup>st</sup> day of October, 2024.

**KARRIE KAHLE - Chairperson**

**ATTEST:**

**APPROVED AS TO FORM:**

**EMILY HUTCHINGSON**  
Clerk

**JON HESSE**  
City Attorney

**Resolution No. 5147**  
**Intent to amend the budget for Fiscal Year 2023-2024 by making appropriation adjustments in the amount of \$244,092 and revenue adjustments in the amount of \$1,801.**  
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**NOTICE**

A public hearing will be held by the City Commission of Livingston, Montana, on October 15<sup>th</sup>, 2024 in the Community Room of the City County Complex, 414 E Callender Street, Livingston MT at 5:30 p.m., on **Resolution No. 5147** entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO AMEND THE BUDGET FOR FISCAL YEAR 2023-2024, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$244,092 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$1,801 AND CALLING FOR A PUBLIC HEARING.** For further information, contact Finance Director, Paige Fetterhoff, at (406) 823-6003.

**Resolution No. 5147**

**Intent to amend the budget for Fiscal Year 2023-2024 by making appropriation adjustments in the amount of \$244,092 and revenue adjustments in the amount of \$1,801.**

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