



# Livingston City Commission Agenda

January 05, 2016

6:30 PM

City – County Complex, Community Room

## 1. Call to Order

### **SWEARING IN CEREMONY FOR COMMISSIONERS FRIEDMAN AND SANDBERG**

## 2. Roll Call

## 3. Moment of Silence

## 4. Pledge of Allegiance

## 5. Consent Items

**A.** CONSENT - Approve Minutes from Regular Commission meeting 12.15.15 Page 4

**B.** CONSENT Approve Bills and Claims 2nd Half of December 2015 Page 7

## 6. Proclamations

## 7. Scheduled Public Comment

**A.** SCHEDULED PUBLIC COMMENT -- JEFF DICKERSON FROM LIVINGSTON YOUTH SOCCER ASSOCIATION (LYSA) REQUESTING FEE WAIVER

## 8. Public Hearings

## 9. Ordinances

## 10. Resolutions

**A.** RESOLUTION NO. 4630 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A STANDARD AUDIT CONTRACT WITH AMATICS CPA GROUP. Page 15

**11. Action Items**

- A. DISCUSS/APPROVE/DENY -- RESIGNATION OF COMMISSIONER REDDINGTON, DECLARING VACANCY ON COMMISSION, AND PUBLISHING APPLICATION NOTICE IN LIVINGSTON ENTERPRISE** **Page 37**
- B. DISCUSS/APPROVE/DENY -- URBAN RENEWAL AGENCY (URA) GRANT APPLICATION FROM GUEST HOUSE/ALBEMARLE** **Page 40**

**12. City Manager Comment**

**13. City Commission Comments**

**14. Public Comments**

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

**15. Adjournment**

**Calendar of Events**

**Supplemental Material**

**Notice**

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

**Backup material for agenda item:**

**A. CONSENT - Approve Minutes from Regular Commission meeting 12.15.15**

## MINUTES

**Livingston City Commission December 15, 2015**

**6:30 p.m.**

**City- County Complex, Community Room**

**1. Call to Order**

**2. Roll Call**

- Bennett, Hoglund, Stern and Friedman were present.

**3. Moment of Silence**

**4. Pledge of allegiance**

**5. Consent Items (00:03:27)**

- A. CONSENT - Approve Minutes from Regular Commission meeting 12.1.15**
- B. CONSENT - Approve Bills and Claims 1st Half Dec 2015**

- Friedman made a motion to pass Consent Items A and B. Hoglund seconded.
  - All in favor, motion passed 4-0.

**6. Proclamations**

**7. Scheduled Public Comment**

**8. Public Hearings**

**A. ORDINANCE 2060 -- AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 4-41, ENTITLED "CIVIL OFFENSES, EXCEPTIONS," BY ADDING AN EXCEPTION TO SUBPART C PERTAINING TO THE WATERWORKS PARK LOCATED BETWEEN 9th and 10th STREETS IN LIVINGSTON, MONTANA. (00:04:00)**

- Friedman made a motion to pass Ordinance No. 2060. Hoglund seconded.
  - All in favor, motion passed 4-0.

**B. ORDINANCE NO. 2061 -- AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 11-32, ENTITLED "ESTABLISHMENT OF LIMITS," AND SECTION 11-43, ENTITLED "STORAGE AND TRANSPORTATION OF LIQUID PETROLEUM GAS -- ADDITIONAL LIMITS," BY ADDING LANGUAGE TO PERMIT STORAGE OF LIQUEFIED PETROLEUM GAS IN THE CITY LIMITS ON CERTAIN CONDITIONS. (00:05:55)**

- Friedman made a motion to pass Ordinance No. 2061. Hoglund seconded.
  - All in favor, motion passed 4-0.

**9. Ordinances**

**10. Resolutions**

**11. Action Items**

**A. DISCUSS/APPROVE/DENY -- PUBLIC WORKS DIRECTOR'S RECOMMENDATION REGARDING DOWNTOWN PER (Presentation by Keith Waring of Thomas, Dean & Hoskins) (00:11:15)**

- Patricia Grabow made comments (00:17:05)
- Jay Kiefer made comments (00:22:16)
- Stern made a motion to accept the Downtown PER. Hogg seconded.
  - All in favor, motion passed 4-0.

**B. DISCUSS/APPROVE/DENY FINANCE OFFICER HOGG'S PRESENTATION AND RECOMMENDATIONS REGARDING FINANCING AND OTHER PAYMENT OPTIONS PERTAINING TO THE DURGAN PROPERTY PURCHASE (00:25:55)**

- Stern made a motion to move forward with the recommendation made by Finance Officer Hogg. Hogg seconded.
  - All in favor, motion passed 4-0.

**C. Submission of Fiscal Year 2014-2015 Audit Report (00:35:23)**

**12. City Manager Comment (00:50:36)**

**13. City Commission Comments**

- Stern made comments (00:51:21)
- Friedman made comments (01:01:31)
- Hogg made comments (01:02:41)
- Bennett made comments (01:04:32)

**14. Public Comments**

- Jay Kiefer made comments (01:08:17)
- Mike Gomez made comments (01:10:26)
- Jay Kiefer made comments (01:13:48)
- Patricia Grabow made comments (01:15:12)

**15. Adjournment (01:20:00) 7:47 p.m.**

**Backup material for agenda item:**

**B. CONSENT Approve Bills and Claims 2nd Half of December 2015**

12/30/15  
14:19:14

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 1/16

Page: 1 of 7  
Report ID: AP100Z

For doc #s from 27196 to 27322, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	410130 CITY COMMISSION	967 BOZEMAN TROPHY &	Plaque- Out going co	44.50
1000 GENERAL	410360 CITY JUDGE	2608 STATE OF MONTANA - ITSD	33% Video Conferenci	109.27
1000 GENERAL	410400 CITY MANAGER	3477 CITY OF LIVINGSTON	replenish petty cash	68.34
1000 GENERAL	410400 CITY MANAGER	54 GATEWAY OFFICE SUPPLY	Prong fasteners	11.98
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	3143 SAFETRAC	Com Driver Qual x16	336.00
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	3143 SAFETRAC	Com Driver New Hire	29.00
1000 GENERAL	410530 AUDITING	3348 AMATICS CPA GROUP	Audit work - 11/30/1	5,000.00
1000 GENERAL	410530 AUDITING	3236 SILVERSTONE GROUP, INC.	GASB 45 Revaluation	3,400.00
1000 GENERAL	410550 ACCOUNTING	3477 CITY OF LIVINGSTON	Balance petty cash	-25.15
1000 GENERAL	411030 PLANNER	26 LIVINGSTON ACE HARDWARE -	Broom & Dust Pan	1.93
1000 GENERAL	411030 PLANNER	63 HOUSE OF CLEAN	Towels	4.20
1000 GENERAL	411030 PLANNER	3387 J & H, Inc.	Copier	23.46
1000 GENERAL	411030 PLANNER	102 INDUSTRIAL TOWEL	Mats	8.25
1000 GENERAL	411030 PLANNER	162 CENTURYLINK	Planning dept	76.59
1000 GENERAL	411100 CITY ATTORNEY	3529 KASTING,KAUFFMAN & MERSEN	Legal Services/Prose	1,314.76
1000 GENERAL	411100 CITY ATTORNEY	2823 WEST PAYMENT CENTER -	Information Charge	262.44
1000 GENERAL	411230 FACILITY MAINTENANCE	3042 ARTISTIC LANDSCAPING,LLC	37% Snow removal	155.40
1000 GENERAL	411230 FACILITY MAINTENANCE	3298 EXEC U CARE SERVICES,	Nov. Office cleaning	1,119.42
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	37.70
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	21.94
1000 GENERAL	411230 FACILITY MAINTENANCE	131 CITY OF LIVINGSTON	37% City	90.40
1000 GENERAL	411230 FACILITY MAINTENANCE	131 CITY OF LIVINGSTON	Utility bill @110 So	61.74
1000 GENERAL	411230 FACILITY MAINTENANCE	131 CITY OF LIVINGSTON	Irrigation @110 Sout	0.00
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	37% Facility	2,903.13
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	37% Facility	8.07
1000 GENERAL	411230 FACILITY MAINTENANCE	131 CITY OF LIVINGSTON	16 Fireline fee 37%	32.38
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	37.70
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	PW Internet	888.63
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	110 S. B Internet	885.63
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	2894 REVIZE LLC	2016 Website Softwar	4,080.00
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	414 E. Callender Int	1,600.00
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	414 E. Callender Int	1,462.50
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	taxes & charges	58.67
1000 GENERAL	411700 CENTRAL STORES	170 A-CORE, INC.	Wireless Project -Fi	400.00
1000 GENERAL	411700 CENTRAL STORES	3561 COMPUNET, INC.	Wireless project - F	1,050.00
1000 GENERAL	411700 CENTRAL STORES	3339 CUNNINGHAM, ANNA	Reimburse Costco sup	31.66
1000 GENERAL	411700 CENTRAL STORES	3339 CUNNINGHAM, ANNA	Reimburse T & C supp	30.03
1000 GENERAL	411700 CENTRAL STORES	1196 MAILFINANCE	Lease payment for po	165.38
1000 GENERAL	411700 CENTRAL STORES	1839 MARATHON PRINTING	#10 Window envelopes	151.00
1000 GENERAL	411700 CENTRAL STORES	2999 TEAR IT UP L.L.C.	Shredding - Courthou	41.60
1000 GENERAL	411700 CENTRAL STORES	292 UPS STORE #2420, THE	Grounding shipping	12.65
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	Diesel Fuel	597.46
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	Diesel Fuel	741.43
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	Diesel Fuel	839.04
1000 GENERAL	420100 OPERATING ACCOUNT	3371 BALCO UNIFORM COMPANY,	Body Armor - William	795.00
1000 GENERAL	420100 OPERATING ACCOUNT	3371 BALCO UNIFORM COMPANY,	Body Armor - William	167.00
1000 GENERAL	420100 OPERATING ACCOUNT	54 GATEWAY OFFICE SUPPLY	DVD's & covers	48.98
1000 GENERAL	420100 OPERATING ACCOUNT	55 LIVINGSTON HEALTH	DUI blood draw	28.00
1000 GENERAL	420100 OPERATING ACCOUNT	2437 O'REILLY AUTOMOTIVE, INC	Vehicle healights	24.73
1000 GENERAL	420100 OPERATING ACCOUNT	2310 TASER INTERNATIONAL	Taser battery	171.91
1000 GENERAL	420100 OPERATING ACCOUNT	879 VERIZON WIRELESS	Verizon Air Cards	400.30
1000 GENERAL	420100 OPERATING ACCOUNT	3237 WHISTLER TOWING	Stolen car recovery	200.00

12/30/15  
14:19:14

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 1/16

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Report ID: AP100Z

For doc #s from 27196 to 27322, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	420400 OPERATING ACCOUNTS	26 LIVINGSTON ACE HARDWARE	- Fasteners	3.30
1000 GENERAL	420400 OPERATING ACCOUNTS	26 LIVINGSTON ACE HARDWARE	- Fasteners	6.00
1000 GENERAL	420400 OPERATING ACCOUNTS	2862 PRAHL, TORSTEN	Reimburse college	1,197.00
1000 GENERAL	420400 OPERATING ACCOUNTS	23 CARQUEST AUTO PARTS	Arctic Ban	19.16
1000 GENERAL	420400 OPERATING ACCOUNTS	2595 TOWN & COUNTRY FOODS	- Cleaning supplies	39.98
1000 GENERAL	420400 OPERATING ACCOUNTS	26 LIVINGSTON ACE HARDWARE	- Spray paint	7.99
1000 GENERAL	420400 OPERATING ACCOUNTS	26 LIVINGSTON ACE HARDWARE	- Paint, masking tape	17.97
1000 GENERAL	420402 RESERVE AMB/FIREFIGHTERS	34 MOUNTAIN AIR SPORTS	Reserve Uniform	36.00
1000 GENERAL	420403 BUILDING INSPECTION	162 CENTURYLINK	Building Dept.	153.07
1000 GENERAL	430950 ROAMING OPERATING	2 A-1 MUFFLER, INC.	Starter	312.00
1000 GENERAL	430950 ROAMING OPERATING	26 LIVINGSTON ACE HARDWARE	- Broom & Dust Pan	1.93
1000 GENERAL	430950 ROAMING OPERATING	26 LIVINGSTON ACE HARDWARE	- Supplies	101.17
1000 GENERAL	430950 ROAMING OPERATING	26 LIVINGSTON ACE HARDWARE	- Saw Blade	19.99
1000 GENERAL	430950 ROAMING OPERATING	26 LIVINGSTON ACE HARDWARE	- Supplies	43.53
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	15 Fleshman	16.85
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	Arcs & Posts	278.15
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	G Street Park	145.78
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	Softball Concession	20.03
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	Softball Field	9.30
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	Soccer Fields	1.25
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	Weimer Park	17.66
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	229 River	8.03
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	Mike Webb Park	8.03
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	616 River	7.45
1000 GENERAL	430950 ROAMING OPERATING	131 CITY OF LIVINGSTON	Park's garbage	378.18
1000 GENERAL	430950 ROAMING OPERATING	3390 TD&H ENGINEERING	B15-109	900.50
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	1439 STAFFORD ANIMAL SHELTER	Boarding, Vaccs & Eu	1,325.00
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Reflective Tape	5.99
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Reflective Tape	11.98
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Tape & Slider	41.89
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Chalk & Clamps	49.63
1000 GENERAL	460430 PARKS OPERATING	63 HOUSE OF CLEAN	Towels	4.19
1000 GENERAL	460430 PARKS OPERATING	776 KENYON NOBLE	Concrete	192.12
1000 GENERAL	460430 PARKS OPERATING	776 KENYON NOBLE	Credit for Inv 51294	-15.00
1000 GENERAL	460430 PARKS OPERATING	776 KENYON NOBLE	Concrete	22.14
1000 GENERAL	460430 PARKS OPERATING	776 KENYON NOBLE	Concrete	73.80
1000 GENERAL	460430 PARKS OPERATING	776 KENYON NOBLE	Supplies	273.90
1000 GENERAL	460430 PARKS OPERATING	3564 ULINE	Cabinets	108.65
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Snowbrushes	39.96
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Ice Melt	67.96
1000 GENERAL	460430 PARKS OPERATING	162 CENTURYLINK	Park dept	100.81
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Cordless screwdriver	109.00
1000 GENERAL	460442 CIVIC CENTER ADMIN	1747 CANNON FINANCIAL	Contract Services	88.04
1000 GENERAL	460442 CIVIC CENTER ADMIN	3387 J & H, Inc.	Civic Center Copier	61.76
1000 GENERAL	460442 CIVIC CENTER ADMIN	3387 J & H, Inc.	Civic Center Copier	46.91
1000 GENERAL	460442 CIVIC CENTER ADMIN	2999 TEAR IT UP L.L.C.	Shredding	48.00
1000 GENERAL	460442 CIVIC CENTER ADMIN	2999 TEAR IT UP L.L.C.	Finace Charge for B2	0.77
1000 GENERAL	460442 CIVIC CENTER ADMIN	1747 CANNON FINANCIAL	Canon Contract	86.10
1000 GENERAL	460442 CIVIC CENTER ADMIN	1747 CANNON FINANCIAL	Canon Contract	86.10
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3357 ADVANCED TECHNOLOGY	Finance Charge	70.99
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	162 CENTURYLINK	Civic Center	105.94



12/30/15  
14:19:14

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 1/16

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Report ID: AP100Z

For doc #s from 27196 to 27322, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount	
<b>Total for Fund:</b>				<b>36,761.98</b>	
2300	COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	3449 LEAF	Lease Kyocera Copier	27.60
<b>Total for Fund:</b>				<b>27.60</b>	
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	190 & 89S SL	7.45
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	97 View Vista SL	7.45
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	600 W Park SL	82.44
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	412 W Callender SL	99.86
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	C & D on Lewis SL	34.47
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	Geysler School light	9.07
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	Geysler School light	11.38
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	132 S B SL	197.57
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	E & Alley SL	56.90
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	18 W Park SL	112.39
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	F & G & Callender SL	53.94
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	D & E on Callender S	77.02
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	M & N & Callender SL	78.71
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	School Flasher	8.12
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	N 7th & Montana & Ch	61.95
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	N 2nd & Montana & Ch	96.13
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	Glenn Addtn SL	108.32
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	105 W Park SL	56.47
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	320 N Main SL	18.82
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	114 W Summitt	19.67
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	110 S B SL	208.33
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	330 Bennett SL	97.38
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	112 S B SL	127.97
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	202 S 2nd SL	29.25
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	1611 CRESCENT ELECTRIC SUPPLY	Lamps	354.98
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	1611 CRESCENT ELECTRIC SUPPLY	TD FUS	406.86
<b>Total for Fund:</b>				<b>2,422.90</b>	
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	151 NORTHWESTERN ENERGY	Ciy Shop	460.22
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	131 CITY OF LIVINGSTON	Street shop	46.20
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	162 CENTURYLINK	City Shop 50%	29.24
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	Broom & Dust Pan	1.93
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	1933 ANDERSON SERVICE, INC.	2015 Annual Inspecti	353.50
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3293 BLACKFOOT COMMUNICATIONS	Internet	99.99
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	1845 GENERAL DISTRIBUTING	AR/CO2	50.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	63 HOUSE OF CLEAN	Towels	4.20
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3387 J & H, Inc.	Copier	23.46
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3472 UTILITIES UNDERGROUND	811 Notifications	23.02
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	102 INDUSTRIAL TOWEL	Mats	8.24
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3043 STAHLY ENGINEERING	Project 1958-00215 R	337.50
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	15 JOHN DEERE FINANCIAL	Tie Downs & Chain	96.02
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	1920 HORIZON AUTO PARTS	Welding Supplies	175.65
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	12 NORMONT EQUIPMENT	Disk	10.58
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	12 NORMONT EQUIPMENT	Chanel	119.70

12/30/15  
14:19:14

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 1/16

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Report ID: AP100Z

For doc #s from 27196 to 27322, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	12 NORMONT EQUIPMENT	Baffle Ball	254.10
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	12 NORMONT EQUIPMENT	Shoe Kit	1,030.00
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3040 PRO RENTALS & SALES, INC.	Forks & frame	795.00
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3390 TD&H ENGINEERING	B15-107	1,529.28
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3390 TD&H ENGINEERING	B15-081	385.68
<b>Total for Fund:</b>				<b>5,833.51</b>
2600 SIDEWALKS	430240 STREET DEPARTMENT	3537 AV CONSTRUCTION, INC.	2015 CTEP	16,111.50
2600 SIDEWALKS	430240 STREET DEPARTMENT	122 DEPARTMENT OF REVENUE	1% for AV Constructi	162.74
<b>Total for Fund:</b>				<b>16,274.24</b>
2820 GAS TAX	430240 STREET DEPARTMENT	2253 BAINTER CONSTRUCTION,	Sand	1,876.92
2820 GAS TAX	430240 STREET DEPARTMENT	2904 FISHER SAND AND GRAVEL	Concrete	340.00
<b>Total for Fund:</b>				<b>2,216.92</b>
4099 RAILROAD CROSSING LEVY	411850 RAILROAD UNDERPASS	3390 TD&H ENGINEERING	B15-081	399.00
<b>Total for Fund:</b>				<b>399.00</b>
5210 WATER OPERATING	343021 METERED WATER SALES	999999 BERGREN, JACOB	Over payment 315 s 1	38.28
5210 WATER OPERATING	430510 WATER ADMINISTRATION	26 LIVINGSTON ACE HARDWARE	Broom & Dust Pan	1.93
5210 WATER OPERATING	430510 WATER ADMINISTRATION	3340 MCCLURE, NATHAN	Time & Mat'l for tab	200.00
5210 WATER OPERATING	430510 WATER ADMINISTRATION	3390 TD&H ENGINEERING	B15-081	385.68
5210 WATER OPERATING	430515 WATER SERVICES	3387 J & H, Inc.	Copier	23.46
5210 WATER OPERATING	430515 WATER SERVICES	2527 MSE TECHNOLOGY	Coliforms	158.40
5210 WATER OPERATING	430515 WATER SERVICES	2527 MSE TECHNOLOGY	Coliforms	158.40
5210 WATER OPERATING	430515 WATER SERVICES	16 PARISI WESTERN PLUMBING &	Nipple	55.00
5210 WATER OPERATING	430515 WATER SERVICES	1058 UTILITY SERVICES	Water line survey	2,939.00
5210 WATER OPERATING	430515 WATER SERVICES	3472 UTILITIES UNDERGROUND	811 Notifications	23.03
5210 WATER OPERATING	430515 WATER SERVICES	26 LIVINGSTON ACE HARDWARE	Handles	20.97
5210 WATER OPERATING	430515 WATER SERVICES	26 LIVINGSTON ACE HARDWARE	Anchor	14.36
5210 WATER OPERATING	430515 WATER SERVICES	23 CARQUEST AUTO PARTS	Battery	147.62
5210 WATER OPERATING	430515 WATER SERVICES	776 KENYON NOBLE	Concrete	18.45
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	40 Water Tower	46.77
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	B St Well	616.48
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	200 E Reservoir	119.67
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	56 Water Tower	480.90
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	D & Geyser Well	2,118.96
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	Finch Lane	468.08
5210 WATER OPERATING	430515 WATER SERVICES	3043 STAHLY ENGINEERING	Project 1958-00215 R	337.50
5210 WATER OPERATING	430515 WATER SERVICES	1868 POWERPLAN	Cutter	174.25
5210 WATER OPERATING	430515 WATER SERVICES	1430 USA BLUEBOOK	Chlorine Swiftest	111.79
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	63 HOUSE OF CLEAN	Towels	4.20
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	102 INDUSTRIAL TOWEL	Mats	8.24
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	3016 MT WATERWORKS	Caps & Plugs	332.65
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	151 NORTHWESTERN ENERGY	330 Bennett	338.63
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	162 CENTURYLINK	Utility billing	76.30
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	131 CITY OF LIVINGSTON	Utiltiy shop/water	119.92
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	3442 LIVINGSTON PUBLIC WORKS	Replenish petty cash	5.48

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5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	3442 LIVINGSTON PUBLIC WORKS	Replenish petty cash	6.99
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	3390 TD&H ENGINEERING	B15-107	3,738.24
5210 WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	1196 MAILFINANCE	Lease payment for po	165.38
5210 WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	2596 US POST OFFICE -	Postage	500.00
<b>Total for Fund:</b>				<b>13,955.01</b>
5310 SEWER OPERATING	430610 SEWER ADMINISTRATION	3390 TD&H ENGINEERING	B15-081	385.69
5310 SEWER OPERATING	430620 FACILITIES	26 LIVINGSTON ACE HARDWARE -	Broom & Dust Pan	1.93
5310 SEWER OPERATING	430620 FACILITIES	102 INDUSTRIAL TOWEL	Mats	8.24
5310 SEWER OPERATING	430620 FACILITIES	151 NORTHWESTERN ENERGY	330 Bennett	338.63
5310 SEWER OPERATING	430620 FACILITIES	162 CENTURYLINK	Utility billing	76.30
5310 SEWER OPERATING	430620 FACILITIES	131 CITY OF LIVINGSTON	Utility shop/water	89.96
5310 SEWER OPERATING	430620 FACILITIES	162 CENTURYLINK	City Shop 12%	7.02
5310 SEWER OPERATING	430625 SEWER SERVICES	3387 J & H, Inc.	Copier	23.46
5310 SEWER OPERATING	430625 SEWER SERVICES	3472 UTILITIES UNDERGROUND	811 Notifications	23.03
5310 SEWER OPERATING	430625 SEWER SERVICES	23 CARQUEST AUTO PARTS	Battery	147.62
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	800 W Cambridge PS	26.81
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	Rogers Lane LS	24.09
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	Main Reservoir Gauge	12.07
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	River Dr Pump	114.64
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	Edge Water Sewer Pum	28.85
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	Monroe LS	410.11
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	Crawford LS	34.96
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	Alpenglow LS	401.56
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	E Park LS	141.07
5310 SEWER OPERATING	430625 SEWER SERVICES	3043 STAHLY ENGINEERING	Project 1958-00215 R	337.50
5310 SEWER OPERATING	430625 SEWER SERVICES	1868 POWERPLAN	Cutter	174.25
5310 SEWER OPERATING	430630 COLLECTION AND	63 HOUSE OF CLEAN	Towels	4.20
5310 SEWER OPERATING	430630 COLLECTION AND	3390 TD&H ENGINEERING	B15-107	1,529.28
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3378 AMERICAN AUTOMOTIVE	Maintenance & Repair	743.89
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3293 BLACKFOOT COMMUNICATIONS	Internet	99.98
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	B15110467	102.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	B15111892	22.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	B15111899	102.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	B15120327	102.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	2830 LEHRKIND'S COCA-COLA	Water	25.05
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	2830 LEHRKIND'S COCA-COLA	Water	41.45
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	B15120354	532.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	10 MOBILE REPAIR & WELDING,	Dewatering Pump repa	694.86
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	33 NORTH CENTRAL	WWTP	3,333.62
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	151 NORTHWESTERN ENERGY	WWTP	7,036.29
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	162 CENTURYLINK	Sewer plant phone	170.20
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	131 CITY OF LIVINGSTON	Sewer plant	326.81
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	26 LIVINGSTON ACE HARDWARE -	Supplies	75.79
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	26 LIVINGSTON ACE HARDWARE -	Supplies	37.94
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3524 STEPHENS AUTO SUPPLY	Bearings, Gaskets &	1,785.81
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	WorkOrder: B15121371	102.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	WorkOrder: B15120951	102.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3390 TD&H ENGINEERING	B15-081	297.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3390 TD&H ENGINEERING	B15-081	266.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3390 TD&H ENGINEERING	Credit	-266.00

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Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	1 TECH ELECTRIC	Electrical & Install	65.00
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	1196 MAILFINANCE	Lease payment for po	165.39
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	2596 US POST OFFICE -	Postage	500.00
<b>Total for Fund:</b>				<b>20,804.35</b>
5410 SOLID WASTE	430820 FACILITIES	26 LIVINGSTON ACE HARDWARE -	Broom & Dust Pan	1.93
5410 SOLID WASTE	430820 FACILITIES	63 HOUSE OF CLEAN	Towels	4.19
5410 SOLID WASTE	430820 FACILITIES	3387 J & H, Inc.	Copier	23.44
5410 SOLID WASTE	430820 FACILITIES	102 INDUSTRIAL TOWEL	Mats	8.25
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	City Shop	460.22
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	Scale House	83.51
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	Transfer Station	745.79
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	330 Bennett	338.63
5410 SOLID WASTE	430820 FACILITIES	162 CENTURYLINK	Utility billing	76.30
5410 SOLID WASTE	430820 FACILITIES	162 CENTURYLINK	Scale house	99.43
5410 SOLID WASTE	430820 FACILITIES	131 CITY OF LIVINGSTON	Street shop	46.19
5410 SOLID WASTE	430820 FACILITIES	131 CITY OF LIVINGSTON	Utilitiy shop/water	45.57
5410 SOLID WASTE	430820 FACILITIES	509 DELTA SIGNS & GRAPHICS	Recycle Signs	80.00
5410 SOLID WASTE	430820 FACILITIES	162 CENTURYLINK	City Shop 38%	22.22
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	22 ALL SERVICE TIRE &	Service Call	90.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	22 ALL SERVICE TIRE &	Flat Repair	80.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	776 KENYON NOBLE	Fasteners	81.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	15 JOHN DEERE FINANCIAL	Supplies	38.60
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1390 KEN'S EQUIPMENT REPAIR,	Repairs - Roll off	278.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	22 ALL SERVICE TIRE &	Flat fixed	15.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	402 ALPINE ELECTRONICS RADIO	Supplies for Surveil	99.98
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	15 JOHN DEERE FINANCIAL	Nuts & Bolts	40.08
5410 SOLID WASTE	430835 CAPITAL OUTLAY	542 EAGLE FENCE, LLC	Chain link fence	10,533.00
5410 SOLID WASTE	430840 DISPOSAL	3380 EMERALD RECYCLING SERVICE	Test & Oil	462.46
5410 SOLID WASTE	430840 DISPOSAL	2919 FOUR CORNERS RECYCLING,	Commodity Credit	-594.30
5410 SOLID WASTE	430840 DISPOSAL	2919 FOUR CORNERS RECYCLING,	OCC Bins	100.00
5410 SOLID WASTE	430840 DISPOSAL	2919 FOUR CORNERS RECYCLING,	Box Rent	400.00
5410 SOLID WASTE	430840 DISPOSAL	2919 FOUR CORNERS RECYCLING,	Pulls	1,500.00
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	3293 BLACKFOOT COMMUNICATIONS	Internet	99.99
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	1196 MAILFINANCE	Lease payment for po	165.38
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	2596 US POST OFFICE -	Postage	500.00
<b>Total for Fund:</b>				<b>15,924.86</b>
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Alaris IV pump	2,699.99
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	carry case	184.99
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	43.77
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	215.23
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	50.91
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	376.30
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	66.15
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	149.50
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	22 ALL SERVICE TIRE &	Tire repair	15.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	1396 WESTERN DRUG	BGL test strips	46.96
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2268 BIG BEAR CONTRACTING	Bay Door Project Rem	16,150.00

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Fund	Department Name (Account)	Vendor #/Name	Description	Amount
			<b>Total for Fund:</b>	<b>19,998.80</b>
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	958 HARRINGTON, KEVIN	Flex account	40.00
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	1932 PAYOVICH, PAM	Flex account - close	360.00
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	1540 SWENUMSON, JON L.	Flex account	141.95
7910 PAYROLL FUND	212971 Health Ins./MM - HSA	958 HARRINGTON, KEVIN	Flex account	86.00
7910 PAYROLL FUND	212971 Health Ins./MM - HSA	2376 KYNETT, JESSIKA	Flex account	58.00
			<b>Total for Fund:</b>	<b>685.95</b>
			<b>Total:</b>	<b>135,305.12</b>

**Backup material for agenda item:**

- A. RESOLUTION NO. 4630 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A STANDARD AUDIT CONTRACT WITH AMATICS CPA GROUP.**

Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No. 4630

**Date of First Consideration / Status:** January 5, 2016

**Purpose of Legislation:** To authorize the City Manager to enter into a Standard Audit Contract with Amatics CPA Group covering mandatory audits for the next three (3) years.

**Statutory Authority / Reference:** Mont. Code Ann. §§ 2-7-501 et seq. and 7-3-304(9) (2015)

**Background:** The City of Livingston (the “City”) is audited every year pursuant to state law. The City has engaged Amatics CPA Group to conduct the yearly audits in the past and the City has been satisfied with Amatics CPA Group’s work. The previous contract entered into by and between the City and Amatics CPA Group has expired. As a result, the City’s finance department and Amatics CPA Group desire to enter into a new Standard Audit Contract for the next three (3) years.

**Fiscal Impact:** See attached Fiscal Note.

**Regulatory Impact (local):** N/A.

**Attachments:** Standard Audit Contract and Fiscal Note.

**RESOLUTION NO. 4630**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A STANDARD AUDIT CONTRACT WITH AMATICS CPA GROUP.**

**WHEREAS**, the City of Livingston (the “City”) is audited every year pursuant to state law;

**WHEREAS**, the City has engaged Amatics CPA Group to conduct the yearly audits in the past and the City has been satisfied with Amatics CPA Group’s work;

**WHEREAS**, the previous contract entered into by and between the City and Amatics CPA Group has expired; and

**WHEREAS**, the City’s finance department and Amatics CPA Group desire to enter into the Standard Audit Contract attached hereto as Exhibit A, which contract will cover audits for the next three (3) years.

**NOW, THEREFORE**, be it resolved by the City Commission of the City of Livingston, Montana, as follows:

The City Manager is hereby authorized to enter into the Standard Audit Contract attached hereto as Exhibit A with Amatics CPA Group for audit services that will cover the next three (3) years.

Dated this \_\_\_\_ day of January, 2016.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
**ERIK COATE**  
City Attorney



### CITY OF LIVINGSTON FISCAL NOTE

Ordinance #  
Resolution #



#### Fiscal Analysis Assumptions

- This is a contract for audit services, for the next three Fiscal Years, FY 2016, FY 2017, and FY 2018.
- This contract includes a 3% increase per year.
- All costs will be included within the General Fund, and reimbursed by external funds via the Administrative Cost Allocation.

<u>Costs by Object</u>	<u>FY 16</u>	<u>FY 17</u>	<u>FY 18</u>
Personnel	\$ -	\$ -	\$ -
Operating	15,500	16,000	16,500
Capital	-	-	-
Debt Service	-	-	-
Total Expenditures	<u>\$ 15,500</u>	<u>\$ 16,000</u>	<u>\$ 16,500</u>

<u>Funding Source</u>	<u>FY 16</u>	<u>FY 17</u>	<u>FY 18</u>
Fund Name      General Fund	\$ 15,500	\$ 16,000	\$ 16,500
Total	<u>\$ 15,500</u>	<u>\$ 16,000</u>	<u>\$ 16,500</u>

Signature      Jessie R. Hogg  
Date              12/16/2015

LOCAL GOVERNMENT SERVICES BUREAU

STANDARD AUDIT CONTRACT

THIS CONTRACT is made this 16th day of December, 2015, by and between

Amatics CPA Group

**Certified or Licensed Public Accountant**  
("Contractor"),

City of Livingston, Montana

**Governmental Entity**  
("Entity"),

and the **Montana Department of Administration, Local Government Services Bureau**, ("State"), PO Box 200547, Helena, MT 59620-0547 acting under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated.

1. **State Approval:** This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA. The Contractor may not begin any audit work until the State gives this approval. If the Contractor begins work before the State has approved and signed the contract and the State subsequently does not approve and sign the contract, the Contractor is not entitled to receive any compensation for the work performed.

2. **Audit Period and Payment:** This contract covers the following audit period(s):

July 1, 2015 to June 30, 2018.

A. The Entity shall pay the Contractor for the audit work on the basis of time and necessary out-of-pocket expenses, which will not exceed:

\$ 15,500 for initial (or sole) audit covering 07 / 01 / 15 to 06 / 30 / 16 .

\$ 16,000 for subsequent audit covering 07 / 01 / 16 to 06 / 30 / 17 .

\$ 16,500 for subsequent audit covering 07 / 01 / 17 to 06 / 30 / 18 .

The Entity shall pay the fees listed in Appendices A, B & C, as applicable, which are attached hereto and incorporated by reference.

B. If the cost of any subsequent audit is not agreed upon at the time this contract is executed, the Contractor and the Entity shall negotiate the cost at a later date. The results of this negotiation will be set forth in the Appendices and made a part of this contract. The Contractor shall provide the State and the Entity with a copy of the appropriate Appendices.

C. The contract payments do not include the cost of additional work that may be required if the Contractor discovers a defalcation or material irregularity. Any change in the scope of the audit services to be provided under this contract requires a contract amendment.

2. continued:

- D. The Contractor may submit interim bills to the Entity each month, based upon the estimated percentage of contract completion. The Entity may retain 10 percent of each of these estimates until the Contractor has delivered the final audit report, at which time the Entity shall release the amount retained.

3. **Audit Scope:** The Contractor shall conduct a financial statement audit of the Entity as follows:

- A. The Contractor shall conduct the audit in accordance with (i) generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and (ii) the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. The objective of the audit is the expression of the Contractor's opinion on the Entity's financial statements. The Contractor shall obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Accordingly, a material misstatement may remain undetected. Also, the audit is not designed to detect error or fraud that is immaterial to the financial statements. If the Contractor's opinion on the Entity's financial statements is other than unqualified, the Contractor shall fully discuss the reasons with the Entity in advance of issuing a report. If, for any reason, the Contractor is unable to complete the audit or is unable to form or has not formed an opinion, the Contractor may decline to express an opinion or decline to issue a report as a result of the engagement.
- B. The Contractor shall include tests of internal control over financial reporting, but the audit is not designed to provide an opinion on internal control or to identify significant deficiencies. The Contractor, however, shall make the Entity aware, in writing, of any significant deficiencies that come to the Contractor's attention.
- C. The Contractor shall include the following tests of compliance and other matters as required by Government Auditing Standards. These tests, however, will not be designed to provide an opinion on such compliance. The Contractor shall determine whether:
- (1) the Entity has complied with all appropriate statutes and regulations, as required by Section 2-7-502, MCA;
  - (2) the Entity has complied with the provisions of each of its revenue bond ordinances and indenture agreements;
  - (3) if the audit is of a county, city or town, money is or has been retained in a local charge for services fund contrary to the requirements of Sections 17-2-301 through 17-2-303, MCA, as required by Section 17-2-302, MCA. **The Contractor shall report any findings of noncompliance with the provisions of these statutes, regardless of materiality;** and
  - (4) if the audit is of a county or consolidated city/county government, the Entity has complied with state laws relating to receipts and disbursements of agency funds maintained by the Entity, as required by Section 2-7-505, MCA.
- D. When applicable, the audit must meet all requirements of the Federal Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996 and OMB Circular A-133.
- E. The audit scope with regard to federal financial assistance for each fiscal year covered by this audit contract must be as specified in Appendices A, B and C.

3. continued:

- F. Except as provided below, for purposes of determining the scope of the audit, the Entity is considered

the financial reporting entity as defined by the Governmental Accounting Standards Board. provision does not preclude the Entity from engaging a different audit firm for the audit of a segment, fund or component unit of the Entity. However, both the Entity and Contractor shall notify the State whenever the Entity elects to engage a different audit firm for the audit of a segment, fund or governmental component unit. Such additional audit must be contracted for on the State’s Standard Audit Contract, and the audit firm shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State.

If this contract is for an audit of a segment, fund, or governmental component unit of the primary government, the Entity is considered to be the segment, fund or component unit.

G. Any school district audit must also include auditing procedures sufficient to provide an opinion as to whether the following supplemental information is fairly stated in relation to the basic financial statements:

(1) the school district's enrollment for the fiscal year or years being audited as reported to the Office of Public Instruction in the Fall and Spring enrollment reports; and

(2) when applicable, the extracurricular funds for pupil functions.

H. If the Entity is a school district or associated cooperative, the Contractor shall contact the State Office of Public Instruction and the county superintendent of schools before or during the audit of the Entity. The Contractor shall determine whether those offices are aware of potential financial or legal compliance problems relating to the Entity that could affect the scope of the audit.

I. The Contractor shall immediately notify the Entity and the State in writing of any material irregularities it discovers. If the Entity is a school district or special education cooperative, the Contractor shall also immediately notify the State Office of Public Instruction in writing.

J. The Contractor shall provide the Entity with a copy of its most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the contract period.

K. The Contractor shall notify the Entity of all proposed audit adjustments and, if the Entity concurs, shall obtain written acceptance of these proposed adjustments. The State reserves the right to request documentation of these proposed and accepted audit adjustments.

4. **Entity’s Responsibilities:** The Entity shall be responsible for:

A. its basic financial statements, including note disclosures;

B. all supplementary information required by GASB and by provisions of this contract;

C. establishing and maintaining effective internal control over financial reporting, including internal controls related to the prevention and detection of fraud;

D. ensuring that it complies with the laws and regulations applicable to its activities;

4. continued:

E. making all financial records and related information available to the Contractor;

- F. the schedule of expenditures of federal awards required for audits conducted under OMB Circular 133;
- G. approving all proposed audit adjustments before posting, if the Entity concurs with the proposed adjustments;
- H. adjusting the financial statements and accounting records to correct material misstatements and to agree with the audited financial statements; and
- I. providing the Contractor, at the conclusion of the audit engagement, with a letter that confirms certain representations made during the audit, including an affirmation that the effects of any uncorrected misstatements aggregated by the auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
5. **Dates for Annual Financial Report or Trial Balance of Accounts:** The Entity shall prepare its annual financial report or a trial balance of accounts no later than the dates specified in Appendices A, B and C. If the Entity is unable to prepare its annual financial report or trial balance by the date specified in the Appendices, the Entity shall notify the Contractor and the State in writing prior to the specified dates.
6. **Beginning the Audit:** The Contractor shall begin the audit field work based on the schedule established in Appendices A, B and C. Under Section 2-7-503(3)(a), MCA, all audits must commence within nine months from the close of the last fiscal year of the audit period.
7. **Completion of Audit:** The Contractor shall deliver the audit report to the Entity and the State, based on the schedule established in Appendices A, B and C. If the Contractor cannot deliver the audit report to the Entity and the State on the date specified in the Appendices, the Contractor shall notify the Entity and the State in writing of that fact, and the reason(s) therefore. Under Section 2-7-503(3)(a), MCA, all audits must be completed and the reports issued within one year from the close of the last fiscal year covered by the audit. If the audit is conducted in accordance with the provisions of OMB Circular A-133, the Contractor shall also complete the audit and issue the audit report within the time period required by that Circular, unless a longer period has been agreed to in advance by the federal cognizant or oversight agency for audit. If the Entity has requested and received an extension of the A-133 due date from a federal agency, the Entity shall submit a copy of the approved extension to the State.
8. **Audit Presentation:** The final audit report must contain basic financial statements and required supplementary information consistent with financial reporting standards in effect for the year or years being audited, as established by the Governmental Accounting Standards Board. In addition, other supplementary information required by provisions within this contract and by OMB Circular A-133 must also be included, if applicable.
- A. The final audit report must also contain any other financial statements and supporting schedules and information as agreed upon by the Entity and Contractor.
- B. The financial statements presented must be in accordance with the financial reporting standards in effect for the year or years being audited, as described above. If the accounting records or other circumstances do not permit financial statements to comply with these requirements, the Contractor shall notify the
8. continued:  
State of those conditions and describe the financial statements that will be presented. The applicable auditor's reports must also be modified as required to reflect a departure from generally accepted

- C. If the audit is of a school district with separate elementary and high school district general funds, the general funds must be combined as a single major fund. All other funds must be separately considered for major fund criteria.
- D. If the audit is a biennial audit covering two years, the Contractor shall present complete financial statements as specified above for each year covered by the audit. However, note disclosures for both fiscal years may be in one set of notes, with separate fiscal year disclosures as necessary. The two years must be presented under one audit report cover and opined upon in one Independent Auditor's Report.
9. **Auditor's Reports:** All audit reports must contain the following auditor's reports, which must comply with applicable professional standards in effect for the fiscal year or years being audited:
- A. an independent auditor's report on the financial statements of the Entity;
- B. a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards. If applicable, this report must include information about fraud, illegal acts, significant violations of provisions of contracts or grant agreements, and significant abuse, or indications of these acts.
- C. a report disclosing any lack of compliance with State statutes, rules, regulations, or ordinances that would not have a material effect on the financial statements, but of which the Contractor becomes aware during the course of the audit. This report must be referred to in the report required in 9.B. above. This report may be combined with other reports if appropriate, or the findings may be included in a management letter. If included in a management letter, that letter must be included as a part of, or accompanying, the audit report.
- D. a report on any supplemental schedules or information presented, if any such schedules or information are presented in the audit report. This report may be given in a supplemental information paragraph of the auditor's report on the financial statements (9.A. above), or in a separate report. For the following supplemental information, the Contractor shall report on whether the information is fairly stated, in all material respects, "in relation to" the financial statements as a whole, unless the condition of the financial records do not allow the auditor to render such an opinion:
- Supplemental schedule of school district enrollment required in paragraph 11.A;
  - Supplemental schedule of school district extracurricular fund financial activities required in paragraph 11B; and
  - Supplemental schedule of expenditures of federal awards required by OMB circular A-133 and in paragraph 10.A.
- E. a report disclosing the action taken by the Entity to correct any deficiencies or implement any recommendations contained in the prior audit report. This report must be in a format that specifically identifies, by title or summary, each deficiency or recommendation contained in the prior audit report and the action taken by the Entity on each such deficiency or recommendation.
- F. If the Contractor includes audit findings in the reports referenced in 9.B. and 9.C. above or in a
9. continued:  
management letter, the views of Entity officials and their planned corrective actions must also be included, as required by Government Auditing Standards, if they are available at the time the Contractor files copies of the audit report with the State. If the views and planned corrective actions are not

10. **Single Audits:** All audit reports for single audits done in accordance with OMB Circular A-133 must also contain the following:

- A. a schedule of expenditures of federal awards. As required by OMB Circular A-133, the schedule must:
  - (i) list individual federal programs by federal agency. For federal programs included in a cluster of programs, list individual federal programs within a cluster of programs;
  - (ii) for federal awards received as a subrecipient, include the name of the pass-through entity and identifying number assigned by the pass-through entity;
  - (iii) provide total federal awards expended for each individual federal program and the CFDA number or other identifying number when the CFDA information is not available;
  - (iv) include notes that describe the significant accounting policies used in preparing the schedule;
  - (v) to the extent practical, for pass-through entities identification in the schedule of the total amount provided to subrecipients from each federal program; and
  - (vi) in either the schedule or a note to the schedule, the value of the federal awards expended in the form of non-cash assistance, the amount of insurance in effect during the year, and loans or loan guarantees outstanding at year end. While not required, it is preferable to present this information in the schedule.
- B. a report on the schedule of expenditures of federal awards. This report may be combined with other reports as provided by OMB Circular A-133 and professional standards. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.
- C. a report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance in accordance with OMB Circular A-133. This report must refer to the separate schedule of findings and questioned costs described in paragraph 10.D. of the contract. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.
- D. a schedule of findings and questioned costs which must include the information required by OMB Circular A-133.
- E. the corrective action plan required by OMB Circular A-133, if that plan is available at the time the Contractor files copies of the audit report with the State. This corrective action plan may be combined with the Entity's planned corrective actions related to findings reported in accordance with Government Auditing Standards, as provided in paragraph 9.F., above.

11. **School Districts:** School district audit reports must also include the following as supplemental information/schedules:

- A. a schedule of the district's enrollment as reported to the Office of Public Instruction for the fiscal year or years being audited. The schedule must contain the enrollment both as reported in the Fall and Spring

- B. a detailed schedule of extracurricular fund financial activities.
12. **Written Report to Entity:** The Contractor shall render a single, written report for the Entity audited. **The report must include, or be accompanied by, all written reports and letters discussing findings and recommendations from the Contractor to the Entity, including but not limited to the reports and schedules referred to in paragraphs 9 and 10 above as well as any management letters that include findings and recommendations.**
13. **Exit Interview:** Before submitting the final audit report, the Contractor shall hold an exit review conference in which the audit results are discussed with those charged with governance and appropriate Entity officials and employees. **The Contractor shall ensure that all members of the governing body and key members of management are notified of this exit conference.** The Contractor further agrees that before submitting the final report, it will not discuss the audit findings with anyone other than the Entity or the State. However, once the Contractor delivers the final audit report, the report is deemed to be a public record.
14. **Report Distribution:** The Contractor and Entity shall file copies of the audit report as specified below:
- A. The Contractor shall provide the Entity with the number of copies of the audit report specified in Appendices A, B and C and the cost of those copies is included in the total price for the engagement as set out in paragraph 2.A., above, and in the Appendices. The Contractor shall submit one of these copies to the attorney for the Entity.
  - B. Upon request by the Entity, the Contractor shall provide additional copies of the audit report at a price per copy agreed upon by the Entity and Contractor.
  - C. The Contractor shall provide the State with four copies of each audit report at no charge. **These copies must be sent to the State at the same time the Contractor delivers the final audit report to the Entity and must include any management letters that include findings and recommendations.** A letter of transmittal must accompany the State's copies, advising the State of the date of the exit conference, the date the final report was delivered to the Entity, the date of the audit report, the actual number of hours spent by the Contractor in the conduct of the audit, the total audit fees billed the Entity, whether the audit was conducted in accordance with the provisions of OMB Circular A-133, and whether there were any findings or opinion qualifications in the audit report, and, if so, whether the entity's corrective action plan or response was included as part of or submitted with the audit report.
  - D. If the Entity is a school district or associated cooperative, the Contractor shall provide copies of the audit report to the Office of Public Instruction, the county superintendent of schools, and the county attorney.
  - E. If the Entity is a city or town fire department relief association disability and pension fund, the Contractor shall provide one copy of the audit report to the city or town clerk.
  - F. If the audit is a single audit conducted in accordance with the provisions of OMB Circular A-133, the
14. continued:
- Entity shall provide copies of the reporting package defined in OMB Circular A-133 and the data collection form to the federal clearinghouse designated by OMB. In addition, the Entity shall provide either a copy of the reporting package, or the alternative written notification as described by OMB Circular A-133 to all federal, state and other granting and pass-through agencies as required by Circular A-133.



15. **Entity Response:** If not included in the audit report as provided in paragraphs 9.F. and 10.E., within 30 days after receiving the audit report, the Entity shall notify the State in writing as to what action it plans to take to correct any deficiencies or implement any recommendations identified or contained in the audit report, as required by Section 2-7-515, MCA, and ARM 2.4.409. **This notification must also address any findings and recommendations contained in management letters, which are considered a part of the audit report as prescribed in paragraph 12.** If the audit is a single audit conducted in accordance with OMB Circular A-133, this corrective action plan must also meet the requirements of Circular A-133 and contain all information required by that Circular.
16. **Entity's Attorney:** If requested by the State, the attorney for the Entity shall report to the State on the actions taken or the proceedings instituted or to be instituted relating to violations of law and nonperformance of duty as required by Section 2-7-515(4), MCA. The attorney shall report to the State within 30 days after receiving the request.
17. **Certification of Auditor Independence:** The Contractor certifies that, as required by generally accepted government auditing standards, it and its principals and employees are independent in all matters with respect to this engagement. This contract shall not include non-audit services, and the Contractor shall neither arrange for nor accept non-auditing work with the Entity which could in any way impair the Contractor's independence in violation of professional standards. If required by the State, the Contractor shall document that independence has been maintained in both fact and appearance as required by professional auditing standards.
18. **Prime Contractor:** The Contractor is the prime contractor and is responsible, in total, for all work of any subcontractors. The Contractor shall obtain the **written approval of the Entity and the State before** engaging correspondent Contractors, consultants, or subcontractors to provide services in connection with this audit. **Any Contractors subcontracted to perform audit work must be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the Local Government Services Bureau.** The Contractor is responsible to the Entity and the State for the acts and omissions of all correspondent Contractors, consultants, subcontractors, or agents and of persons directly or indirectly employed by such correspondent Contractors, consultants, subcontractors or agents, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this contract creates any contractual relationship between any correspondent Contractor, consultant, or subcontractor and the State.
19. **Entrance and Exit Conferences:** The State may participate in all entrance and exit conferences between the Entity and Contractor, as well as all major conferences dealing with audit exceptions and recommendations regarding accounting or operating procedures, management policies, or internal control changes.
20. **Access to Records:** The Contractor shall give the State and, when required by law, the Montana Legislative Audit Division, access to the Contractor's audit programs, supporting working papers, time records, and all other documents relating to the audit. Access to these documents must be provided at the State's offices in Helena, Montana. Access to working papers includes the right of the State to obtain copies of working papers, as is reasonable and necessary. The Contractor shall make the audit programs and supporting working papers continued:
- available to the State for use by the State or other public accounting firms as directed by the State in future audits of the Entity. The Contractor shall make the audit programs and supporting working papers available to the cognizant or oversight agency for audit or its designee, federal agencies providing direct or indirect funding, or the U.S. General Accounting Office, if requested. Access to working papers includes the right of federal agencies to obtain copies of working papers, as is reasonable and necessary. The Contractor shall

retain the audit report, audit programs, and audit working papers for a minimum of five years from the date of the audit report, unless the State notifies the Contractor to extend the retention period. If professional standards or other applicable laws, rules, or regulations require a longer retention period, the Contractor shall retain the above materials for that specified period.

- 21. **State Review:** As provided by Section 2-7-522, MCA, the State may review the audit report submitted by the Contractor. If the State determines that reporting requirements have not been met, it will notify the Entity and the Contractor of the significant issues of noncompliance. The Contractor shall correct the identified deficiencies within 60 days of notification.
- 22. **Independent Contractor:** The Entity and the State recognize that the Contractor is an independent contractor and neither its principals nor its employees are employees of the State or Entity for purposes of tax, retirement system, or social security (FICA) withholding.
- 23. **Workers' Compensation:** The Contractor certifies that it carries Workers' Compensation for its employees and that it has either elected Workers' Compensation or has an approved Independent Contractor's Exemption covering the Contractor while performing work under this contract. (Montana Code Annotated, Title 39, Chapter 71) Neither the Contractor nor its employees are State employees for the purposes of this paragraph.
- 24. **Indemnification:** The Contractor agrees to protect, defend, and save the State and Entity, their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of the Contractor and/or its agents, employees, representatives, assigns, and subcontractors, except the sole negligence of the State or Entity, under this agreement.

If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity's intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor's part to comply with professional standards, the Entity shall indemnify, defend, and hold harmless the Contractor against such obligations.

- 25. **Insurance:** Contractor shall maintain for the duration of the contract, at its cost and expense, occurrence coverage insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, and/or its agents, employees, representatives, assigns, or subcontractors. The Contractor's insurance coverage shall be primary insurance for the Contractor's negligence as respects the State and Entity and their elected officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State and Entity, their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it

The Contractor shall purchase and maintain occurrence coverage to cover such claims as may be caused by any

- 25. continued:  
act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Note: If occurrence coverage is unavailable or cost-prohibitive, the state will accept 'claims made' coverage provided the following conditions are met: 1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years, and 2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation

or expiration date of the policy.

The State and Entity reserve the right to require complete copies of insurance policies at all times.

26. **Compliance with Laws:** The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract.
27. **Work Accommodations:** The Entity shall provide the Contractor with reasonable space in which to conduct the audit and respond promptly to requests for information as well as for all necessary books and records. Support for clerical, equipment, and photocopying or reproduction services shall be agreed upon by the Entity and the Contractor as specified in Appendices A, B and C.
28. **Termination before Audit Has Commenced:** Before the commencement of the audit, either the Contractor or the Entity, with the State's consent, or the State, may cancel this contract by providing 20 days' written notice to the other parties. The contract may be canceled under this paragraph for cause. Cause includes, but is not limited to, failure of any party to comply with the terms of this contract or with any Administrative Rule adopted by the State under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated.

In addition, if both the Contractor and the Entity mutually agree to cancel this contract before the commencement of the audit, for convenience, the State shall consent to cancellation of the contract upon written notification by the Contractor and the Entity of their agreement to cancel this contract.

The State, however, will not consent to the cancellation of an audit contract for the sole purpose of allowing the Contractor and Entity to then enter into a new contract that extends the number of fiscal years to be audited by the Contractor. Unless there are extenuating circumstances, the existing audit contract must be completed first. This provision does not prohibit the cancellation of a contract for the purpose of replacing an annual audit with a biennial audit.

29. **Termination after the Audit Has Commenced:** After the audit has commenced, but before the audit report has been issued, either the Contractor or the Entity, with the State's consent, or the State, may cancel this contract for failure of any party to comply with the terms of this contract or with any Administrative Rule adopted by the State under the authority of Title 2, Chapter 7, Part 5, MCA, or for other cause. This right of cancellation may be exercised by providing the breaching party written notice of the default and, if applicable, provide 20 days from the date of the notice to cure the default. If the Contractor is the breaching party and fails to remedy the breach, then the Contractor is not entitled to the audit fee set out in this contract. If the Entity is the breaching party, the Entity shall pay the Contractor a pro rata portion of the audit fee set out in this contract, based on the percentage of work completed at the time of cancellation. In addition, if both the
29. continued:  
Contractor and the Entity mutually agree to cancel this contract for convenience; the State shall consent to cancellation of the contract upon written notification by the Contractor and the Entity of their agreement to cancel this contract.
30. **Professional Requirements:** By signing this contract, the Contractor certifies that it is in compliance with the continuing professional education requirements and the external quality control review requirements as set out

in Government Auditing Standards, as established by the Comptroller General of the United States. The

31. **Single Audit Act Certification:** If the audit is required to meet the requirements of the Single Audit Act of 1984 as amended by the Single Audit Act Amendments of 1996 and OMB Circular A-133, the Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing audits by any Federal department or agency.
32. **Governing Law and Venue:** This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract in which the State is named as a party must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. The parties also agree that any litigation concerning this Contract in which the State is not named as a party must be brought in the Judicial District in and for the County in which the Entity is located, and each party shall pay its own costs and attorney fees.
33. **Notice:** All notices under this contract must be in writing and will be deemed given if delivered personally, by mail, certified, return receipt requested, or by e-mail. All notices will (a) if delivered personally, be deemed given upon delivery, (b) if delivered by mail, be deemed given upon receipt, or (c) if delivered by e-mail be deemed given upon receipt.
34. **Invalid Provision:** If any provision of this contract is held to be illegal or unenforceable and the parties' rights or obligations will not be materially and adversely affected, such provision will be (1) severed from the contract, (b) the contract will be interpreted as if such provision was never a part of the contract and (c) the remaining provisions will stay in effect.
35. **Authority:** Each party represents that the person signing this contract has the authority to bind that party.
36. **Entire Agreement and Amendment:** This contract and the attached Appendices contain the entire understanding and agreement of the parties. No modification or amendment of this contract is valid unless it is reduced to writing, signed by the parties, and made a part of this contract.

IN WITNESS WHEREOF, Contractor, Entity, and State have executed this Standard Audit Contract on the first above written:

**Certified or Licensed Public Accountant**

Amatics CPA Group  
Firm Name

By: Morgan Scarr  
Authorized Representative

Date: 12/16/2015

**Governmental Entity**

City of Livingston, Montana  
Entity Name

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

**Montana Department of Administration,  
Local Government Services Bureau**

By: \_\_\_\_\_  
Approved By

Date: \_\_\_\_\_

APPENDIX A

Initial or Sole Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): City of Livingston, Montana

Telephone: 406-823-6003 Address: 110 South B Street  
(Street Address or P.O. Box)  
Livingston, MT 59047  
(City/Town) (Zip Code)

Contact Person(s): Jessie Hogg

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR): Amatics CPA Group

Telephone: 406-404-1925 Address: PO Box 1207  
(Street Address or P.O. Box)  
Bozeman, MT 59771-1207  
(City/Town) (Zip Code)

Contact Person(s): Morgan Scarr, CPA

1. Audit Period and Dates of Engagement:
  - A. This audit will cover the fiscal year(s) ending June 30, 2016 (and \_\_\_\_\_).  
(Month & Day) (Year) (Year)
  - B. Date to commence audit work: September 1, 2016
  - C. Date to submit final audit report to Entity and State: December 31, 2016
2. Time and Price for Engagement:
  - A. Estimated total hours - 175
  - B. Price for audit personnel \$ 15,500  
Price for Travel \_\_\_\_\_  
Price for typing, clerical and report preparation \_\_\_\_\_  
Total price for this engagement \$ 15,500
3. The reporting entity contains the following discretely presented component units: \_\_\_\_\_  
\_\_\_\_\_
4. Date Annual Financial Report or a trial balance will be available: September 1, 2016
5. Number of copies of audit report Contractor will provide to Entity: 15
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor

as follows:

\_\_\_\_\_  
\_\_\_\_\_

7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of OMB Circular A-133 because the Entity expended a total amount of federal awards **equal to or in excess of \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

**OR**

The audit will not be a single audit conducted in accordance with the provisions of OMB Circular A-133, and will not include audit coverage of any federal financial assistance in accordance with requirements of that Circular, because the Entity expended a total amount of federal awards of **less than \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

**Certified or Licensed Public Accountant**

Amatics CPA Group  
\_\_\_\_\_  
Firm Name

By: Morgan Scarr Date: 12/16/2015  
Authorized Representative

**Governmental Entity**

City of Livingston, Montana  
\_\_\_\_\_  
Entity Name

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative

**Montana Department of Administration,  
Local Government Services Bureau**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Approved By

APPENDIX B

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): City of Livingston, Montana

Telephone: 406-823-6003 Address: 110 South B Street  
(Street Address or P.O. Box)

Livingston, MT 59047  
(City/Town) (Zip Code)

Contact Person(s): Jessie Hogg

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR):

Amatics CPA Group

Telephone: 406-404-1925 Address: PO Box 1207  
(Street Address or P.O. Box)

Bozeman, MT 59771-1207  
(City/Town) (Zip Code)

Contact Person(s): Morgan Scarr, CPA

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending June 30, 2017 (and \_\_\_\_\_).  
(Month & Day) (Year) (Year)

B. Date to commence audit work: September 1, 2017

C. Date to submit final audit report to Entity and State: December 31, 2017

2. Time and Price for Engagement:

A. Estimated total hours - 175

B. Price for audit personnel \$ 16,000

Price for Travel \_\_\_\_\_

Price for typing, clerical and report preparation \_\_\_\_\_

Total price for this engagement \$ 16,000

3. The reporting entity contains the following discretely presented component units: \_\_\_\_\_  
\_\_\_\_\_

4. Date Annual Financial Report or a trial balance will be available: September 1, 2017

5. Number of copies of audit report Contractor will provide to Entity: 15



6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:

\_\_\_\_\_  
\_\_\_\_\_

7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of OMB Circular A-133 because the Entity expended a total amount of federal awards **equal to or in excess of \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

**OR**

The audit will not be a single audit conducted in accordance with the provisions of OMB Circular A-133, and will not include audit coverage of any federal financial assistance in accordance with requirements of that Circular, because the Entity expended a total amount of federal awards of **less than \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

**Certified or Licensed Public Accountant**

Amatics CPA Group  
\_\_\_\_\_  
Firm Name

By: Morgan Scarr  
Authorized Representative

Date: 12/16/2015

**Governmental Entity**

City of Livingston, Montana  
\_\_\_\_\_  
Entity Name

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

**Montana Department of Administration,  
Local Government Services Bureau**

By: \_\_\_\_\_  
Approved By

Date: \_\_\_\_\_

APPENDIX C

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): City of Livingston, Montana

Telephone: 406-823-6003 Address: 110 South B Street  
(Street Address or P.O. Box)

Livingston, MT 59047  
(City/Town) (Zip Code)

Contact Person(s): Jessie Hogg

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR):

Amatics CPA Group

Telephone: 406-404-1925 Address: PO Box 1207  
(Street Address or P.O. Box)

Bozeman, MT 59771-1207  
(City/Town) (Zip Code)

Contact Person(s): Morgan Scarr, CPA

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending June 30, 2018 (and \_\_\_\_\_).  
(Month & Day) (Year) (Year)

B. Date to commence audit work: September 1, 2018

C. Date to submit final audit report to Entity and State: December 31, 2018

2. Time and Price for Engagement:

A. Estimated total hours - 175

B. Price for audit personnel \$ 16,500

Price for Travel \_\_\_\_\_

Price for typing, clerical and report preparation \_\_\_\_\_

Total price for this engagement \$ 16,500

3. The reporting entity contains the following discretely presented component units: \_\_\_\_\_  
\_\_\_\_\_

4. Date Annual Financial Report or a trial balance will be available: September 1, 2016

5. Number of copies of audit report Contractor will provide to Entity: 15

6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Com as follows:

\_\_\_\_\_  
\_\_\_\_\_

7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of OMB Circular A-133 because the Entity expended a total amount of federal awards **equal to or in excess of \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

**OR**

The audit will not be a single audit conducted in accordance with the provisions of OMB Circular A-133, and will not include audit coverage of any federal financial assistance in accordance with requirements of that Circular, because the Entity expended a total amount of federal awards of **less than \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

**Certified or Licensed Public Accountant**

Amatics CPA Group  
\_\_\_\_\_  
Firm Name

By: Morgan Scarr  
Authorized Representative

Date: 12/16/2015

**Governmental Entity**

City of Livingston, Montana  
\_\_\_\_\_  
Entity Name

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

**Montana Department of Administration,  
Local Government Services Bureau**

By: \_\_\_\_\_  
Approved By

Date: \_\_\_\_\_

**Backup material for agenda item:**

- A. DISCUSS/APPROVE/DENY -- RESIGNATION OF COMMISSIONER REDDINGTON,  
DECLARING VACANCY ON COMMISSION, AND PUBLISHING APPLICATION NOTICE IN  
LIVINGSTON ENTERPRISE**

**Erik Coate**

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**From:** Adam Stern <adam\_stern@hotmail.com>  
**Sent:** Sunday, October 11, 2015 7:14 PM  
**To:** Erik Coate  
**Subject:** FW: Resignation

Hello Erik,  
I received this email on Friday.  
-Adam

> From: reddingtonconstruction@gmail.com  
> Subject: Resignation  
> Date: Fri, 9 Oct 2015 22:45:34 -0600  
> To: adam\_stern@hotmail.com; hoglund6@yahoo.com; jamesbennett@bridgeband.com;  
melfriedman2011@gmail.com; emeece@livingstonmontana.org  
>  
> I'm letting you know I do not want anything to do with the city commission. I'm very disappointed how  
things work within the commission. The chairman runs a dysfunctional meeting that runs for longer then it  
should. To make progress for the community is hand cuffed by the commission. I'm frustrated to the point, I  
have no respect for what I'm associated  
> with, so Im removing myself from what I see as "bad business". I hope something changes after the  
beginning of the year with the vote of the people. Good luck!  
> Sincerely, Jon Reddington  
> 10/9/15  
>  
>  
> Sent from my iPhone

**Erik Coate**

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**From:** Adam Stern <adam\_stern@hotmail.com>  
**Sent:** Monday, October 12, 2015 9:04 PM  
**To:** Erik Coate; scheney@livent.net  
**Subject:** FW: Resignation

I just received this email from Commissioner Reddington.

> From: reddingtonconstruction@gmail.com  
> Subject: Re: Resignation  
> Date: Mon, 12 Oct 2015 20:35:51 -0600  
> To: adam\_stern@hotmail.com; hoglund6@yahoo.com; jamesbennett@bridgeband.com; melfriedman2011@gmail.com; emeece@livingstonmontana.org  
>  
> My resignation will be effective 12/31/15.  
>  
> Sent from my iPhone  
>  
>> On Oct 9, 2015, at 10:45 PM, reddingtonconstruction@gmail.com wrote:  
>>  
>> I'm letting you know I do not want anything to do with the city commission. I'm very disappointed how things work within the commission. The chairman runs a dysfunctional meeting that runs for longer then it should. To make progress for the community is hand cuffed by the commission. I'm frustrated to the point, I have no respect for what I'm associated  
>> with, so Im removing myself from what I see as "bad business". I hope something changes after the beginning of the year with the vote of the people. Good luck!  
>> Sincerely, Jon Reddington  
>> 10/9/15  
>>  
>>  
>> Sent from my iPhone

**Backup material for agenda item:**

**B. DISCUSS/APPROVE/DENY -- URBAN RENEWAL AGENCY (URA) GRANT APPLICATION  
FROM GUEST HOUSE/ALBEMARLE**

# Livingston Urban Renewal Agency Grant Application

Due 10 days before the URA meeting at which the application will be discussed.

Cover Sheet Information to include:

**Applicant Organization:** ALBEMARLE CONDOMINIUM ASSOCIATION, LLC

**Organization Tax Status:** Limited Liability Company

**Project Title:** Renovation/upgrade to existing Guest House

**Key Contact (name, title, address, e-mail, telephone):**

Richard Smith  
President – RJ Associates, Inc.  
resmith2011@rj-development.net  
406-223-1148  
333 New Ventures Dr.  
Bozeman, MT 59718

Manny Goetz  
Unit Owner  
manny@ycminc.com  
(406) 580-4040  
1415 West Park  
Livingston, MT 59047

**Project Start Date:** November 1<sup>st</sup>, 2015

**Project End Date:** Approximately July 31, 2016

**Amount Requested:** \$733,936.00 (this is over and above our project estimate)

**Breakdown of what the total will be used for:**

1. New Sprinkler requirements	\$251,936.00	
2. Public Bathrooms - Lobby	\$125,000.00	✓
<del>3. Pigeon Cleanup - Community project</del>	<del>\$ 10,000.00</del>	
4. South Facing Wall beautification	\$120,000.00	✓
5. Asbestos Testing & Removal	\$ 75,000.00	
6. Parking lot Asphalt (City Damage)	\$ 27,000.00	
7. Park/Main Awnings & Windows	<u>\$125,000.00</u>	✓
Total	\$733,936.00	

**Grant Eligibility**

The URA will review each application on its merits. By law, priority will be given to programs that:

- ✓ Rehabilitate or redevelop blighted areas
- ✓ Provide public improvements
- ✓ Repair or rehabilitate deteriorated or deteriorating structures
- ✓ Improve infrastructure, facilities, and equipment leading to an increase in the health and safety of the downtown district

For further details on urban renewal, see Title 7, Chapter 15, Parts 42 and 43 of the Montana Code Annotated.

*Highly Aligned Safety!*

*ADA David... Dec 7 11:20*

*Time*

*low income - does it take some Gov City tax... 74,500*



**APPLICATION:**

*Responses should be brief but complete information is encouraged. Include substantiating documents, bids, etc. E-mail completed form and any budget and work-plan attachments to:*

Karla Pettit, Chairperson	<a href="mailto:pblivingston@wispwest.net">pblivingston@wispwest.net</a>
Ryann Rivard, Vice Chair	<a href="mailto:ryann.rivard@gmail.com">ryann.rivard@gmail.com</a>
Bill Spanring	
Bob Ebinger	<a href="mailto:buffalojumppictures@gmail.com">buffalojumppictures@gmail.com</a>
Kyra Ames	<a href="mailto:kyra@amesphotography.com">kyra@amesphotography.com</a>

*Send questions to the Secretary, via email or tel: (406)224-1550. Please use the following sections to complete your application, just replace the instructions under the heading with your text. The URA may request further information when considering this application.*

**Applicant Organization Name:** ALBEMARLE CONDOMINIUM ASSOCIATION, LLC

**Project Title:** Renovation/upgrade to existing Guest House

**Project Summary:** *Include a concise project description—including project goals and expected outcomes. Please also describe how it eliminates blight and/or increases the health and safety of the neighborhood.*

Our goal is to redevelop the old Guest House Hotel into a prominent downtown facility that includes apartment/hotel rooms with commercial retail store fronts on Park and Main. The overall project covers much more than what we are asking for in this Grant request. This proposal includes allocating space to public bathrooms and a lobby area which could be utilized for historical artwork and local business informational handouts in cooperation with the local chamber of commerce.

Currently the building has been vacant for more than 10 years which has allowed the building to fall into major disrepair creating blight in the downtown area. Many different investment groups have attempted to find a means to redevelop this project but have always fallen way short in finding a viable plan that justifies the investors lending their money to the project. As they did, we have found it very difficult to provide a minimal return on investment especially with the additional sprinkler requirement. The current condominium owners ended up with a substantial investment that has fallen way short of what was represented as a complete project.

We feel this is a visual cornerstone for the city of Livingston. We are planning on renaming the "Guest House Hotel" to the "Albemarle" for a couple of reasons. 1 - to remove the bad connotation this name has on the building. And 2 - renaming it after a very prominent & upscale hotel that used to be on this site.

Initially our plan includes month to month efficiency rentals and as the market allows utilizing some of the units as hotel/vacation rentals to bring tourist to our downtown business. The monthly rentals will provide needed housing for some valued residents of our downtown community.

By getting this building up and running as an apartment and retail space we will accomplish a number of the URA goals.

- ✓ Rehabilitate or redevelop blighted areas. - Cornerstone of downtown made presentable once again after at least 10 years of being a blight to the downtown community.
- ✓ Provide public improvements - Public bathrooms and interior lobby area
- ✓ Repair or rehabilitate deteriorated or deteriorating structures – Finish the exterior including the south elevation remodel to create a positive visual appearance.
- ✓ Improve infrastructure, facilities, and equipment leading to an increase in the health and safety of the downtown district - Upgrade the structure to include a fire sprinkler system which will assist the local fire department in their ability to protect this and the other downtown buildings.

### Statement of Condition/Need:

*Describe why this program or project is needed and include the following in your description:*

*Describe the nature of the condition/need that this project will address, including its impact on people and the local business environment. Describe the extent of the need this project will address. Please cite sources of any data used in this section.*

Redeveloping the Albemarle (old Guest House) will meet several needs:

- creating up to 40 rental units,
- adding immediate sewer and water service revenue for the city
- generating new local taxes
- significantly improving the area aesthetics,
- generate new sales for downtown merchants,
- provide much needed public restrooms, an advertising lobby area and a distinct bus drop off point.

The additional rehab proposed to the URA is not financially feasible without the participation of the City of Livingston Urban Renewal Agency. The current condo unit owners have approximately \$1,350,000 in equity in the project as it stands. At this time, investors have been assembled and they have agreed to put more than \$1.1 million in cash and loans into the project; their investment is conditioned on financial feasibility. This request is for approximately \$734,000 in funds which are needed to leverage the private investment dollars. The building has been vacant and deteriorating for more than 10 years and it is doubtful that the nexus of investors, capital and interest will be gathered again at a later date. It is more likely that if this project does not quickly secure a combination of investor and community funding the building will continue to decay and be a blight to the community. Condemnation, however; is not a cost effective solution for the City. Our understanding is that \$500,000 will be needed to simply remove the asbestos, (asbestos removal will be required prior to demolition). It seems much better to use community dollars today to leverage private investment instead of demolition at some later date where nothing is leveraged.

### Project Work Plan:

*Describe the basic stages of your project development, implementation, and evaluation. Include who (title and role) will be involved in carrying out the plans outlined in this request. Dates do not have to be specific, but include an estimate of number of days, weeks, or months of duration. Applicants may submit an attachment instead of responding to this section in the application.*

**Project Stages - schedule**

Research, investigation & development of project plan.	2 ½ months	Aug. – October 2015
Project development meetings for grants & funding along with permit applications development	1 month	October 2015
Initial cleanup of building structure incl. asbestos	1 month	November 2015
Interior and exterior renovation after permitting	7 months	Dec. – June 2016

All work and coordination will be directed by Richard Smith, President and owner of RJ Associates, Inc. Design Build

**Project Budget/Financial Information:**

Provide a budget for this program or project and include:

All expenses associated with the project.

The existing project budget is as follows:

Current Owners Cash in Project		\$1,350,000
Rehab residential condos	287,878	
Rehab commercial space	72,072	
Water Sewer	35,000	
Electrical	145,000	
Elevator	98,000	
Court Yard	61,000	
Roof Insulation	49,000	
Architectural and Engineering	32,000	
Security	34,000	
Basement and Hallways	157,278	
Contingency and overhead	<u>195,000</u>	
	Sub Total	\$1,166,228
New Sprinkler requirements	251,936	
Public Bathrooms - Lobby	125,000	
Pigeon Cleanup	10,000	
South Facing Wall beautification	120,000	
Asbestos Testing & Removal	75,000	
Parking lot Asphalt (City Damage)	27,000	
Park/Main Awnings & Windows	<u>125,000</u>	
	Sub Total	\$ 733,936
	Grand Total	<u>\$3,250,164</u>

\* 2.5 million owners cash into project

All revenue sources, including the status of any proposals submitted to other funders.

Only private investment dollars requested beside this application

\$1,350,000	Current Owners Cash in Project
\$1,166,228	Private Funding
<u>\$ 733,936</u>	City of Livingston Urban Renewal Agency
\$3,250,164	Total

Matching funds

The \$733,936 requested in this application is matched by \$2,516,228 (\$1,166,228 in private funding and \$1,350,000 in Current Owners Cash in Project).

In-kind and donated items and services.

Efforts of Unit Owners and Directors

Solicited bids and quotes for work to be completed.

The project is finalizing architectural drawings for permitting and bidding. All estimates received to date have been developed through interactions and plan development with subcontractors, governmental agencies and owners. Final bids and quotes are being solicited quickly so the project can move forward rapidly. Because of the extent of the unanticipated construction costs and cost of the fire code requirements we are still working the final numbers to clarify both the financial and community value of moving this project to completion. The plan is to acquire and negotiate the best bid which will be submitted to the URA prior to work commencement.

\*\*\* SEE attached presentation for additional backup information \*\*\*

The URA encourages applicants to include a "budget note" discussing any budget components that need further explanation. Organizations may also want to describe program alternatives if all revenue expectations are not met.



# Albemarle Condominiums

*Bob*

## URA Requested work items for funding

Public Bathrooms and lobby area  
 Back South Wall Staircase Window System  
 Pigeon Cleanup  
 Asbestos Testing - Removal  
 Sprinkler System, alarms & controls  
 Parking lot Asphalt .  
 Exterior Commercial Awnings

Total

12/16/15

Projected  
 Costs

\$124,310

\$171,122

\$5,000

\$58,000

\$179,500

\$27,000

\$115,500

\$680,432

a 70

# RJ ASSOCIATES DESIGN / BUILD

333 New Ventures dr.  
Bozeman, MT 59718  
(406) 223-1148

Client: Tire World  
Job Desc: Albemarle Condominium Building  
Date: 12/16/2015  
By: Richard Smith  
12/16/2015 19:26

## Public Bathrooms & Lobby Area

### Preliminary Schematic Estimate

#### GENERAL

Permits design review fees	\$375.00
City Impact Fees	
Direct Job Site Supervision (site super)	\$1,350.00
Temp. util (elect, gas, tele, john)	
Architectural Engineering design	\$2,595.00
Ongoing cleanup	\$850.00

#### SITWORK

Layout of building on site	
Septic/sewer - ALLOW	
Well/water connection - ALLOW	
Excavation/grade/backfill	
Sidewalks and rough grading	
Dirt hauling	
Asphalt drive parking lots	\$0.00
Landscaping	

#### CONCRETE/FOUNDATIONS

Sand/gravel	
Foundation waterproof/drain tile	
Footings	
Foundation walls	
Underslab insulation (slab heat)	
Slab flat work	\$1,377.00
Light weight concrete main floor	

#### FRAMING

Framing walls material	\$1,617.60
Framing walls labor	\$2,362.50
Heavy timber lam or truss members	
Columns	
Stairs materials and labor	
Exterior decking	

#### WINDOWS AND DOORS

Ext./interior doors materials	\$3,835.00
Ext./interior doors installation	\$785.00
Garage Metal Gate System mat/labor	\$0.00
Exterior windows	\$1,790.00
Window installation	
Conservatory window materials/labor	
Glass block mat/labor	

#### ROOFING

Roofing materials and labor	
Gutters/downspouts	\$0.00

#### PLUMBING

Plumbing	\$2,570.00
Plumbing Fixtures hangs free - ALLOW	\$12,472.00
Hot water maker off boiler	\$985.00

#### ELECTRICAL

Service and Distribution	\$3,985.00
Lighting fixtures - ALLOW	\$3,950.00
Electrical Baseboard Heating	

#### HVAC

Hydronic Heating System house	
Air-conditioning system	
Forced Air Heating Sys.	\$1,350.00
Ceiling exhaust fan system	\$495.00
Ducting for bathroom fans	\$895.00
Radiant ceiling gas heating	

#### INTERIOR FINISH

Insulation	\$373.50
Drywall hang,tape,textured	\$4,388.60
Interior Paint/stain	\$3,842.75
Wallpaper	
Int. casing and baseboard mat.	\$1,223.75
Closet shelving	\$168.60
Stair Case Handrail Mat/Labor	
RestRm Ceiling Tiles	\$2,130.00
Int. trim and closet shelving labor	\$1,297.35

#### EXTERIOR FINISH

Stucco Brick Rock exterior siding	
Horizontal & Vertical siding like woodshop building	
Cedar lattice deck enclosure mat/labor	
Exterior Painting or stain	

#### MASONRY

8x8x16 block columns	
Tile Fireplace mantels/fronts M/L	

#### INTERIOR FIXTURES

Finish hardware door knobs- ALLOW	\$905.00
Cabinets factory and custom - ALLOW	\$1,650.00
Cabinets installation labor	\$125.00
Bathroom Stalls ALLOW	\$3,850.00
Janitor Closet	\$750.00
Bathroom Hardware mat/labor - ALLOW	\$1,325.00

#### FLOORING AND TILE

Carpet flooring - ALLOW	
Wood finished floors Lobby - ALLOW	\$11,900.00
Wall Tile & floors - ALLOW	\$10,800.00
Solid Surface counters tops	\$1,500.00
Wall finish Lobby Area	\$4,950.00

#### MISCELLANEOUS

Final Punch List	\$750.00
Security/alarms - ALLOW	\$4,265.00
Intercom	
Signage	\$1,350.00
Trash pick-up dumpster	\$1,350.00
Final clean	\$650.00
Walk through Closeout details	\$1,350.00

Lobby Furniture	\$3,562.00
-----------------	------------

<b>TOTAL CONSTRUCTION COST</b>	<b>\$108,095.65</b>
<b>CONST. MANAGEMENT OVERHEAD 15 %</b>	<b>\$16,214.35</b>
<b>TOTAL COST</b>	<b>\$124,310.00</b>

# RJ ASSOCIATES DESIGN / BUILD

333 New Ventures dr.  
Bozeman, MT 59718  
(406) 223-1148

Client: Tire World  
Job Desc.: Albemarle Condominium Building\_  
Date: 12/16/2015  
By: Richard Smith  
12/16/2015 19:26

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## South Wall Facade

### Preliminary Schematic Estimate

#### GENERAL

Permits design review fees	\$325.00
City Impact Fees	
Direct Job Site Supervision (site super)	\$1,200.00
Temp. util (elect, gas, tele, john)	
Architectural Engineering design	\$1,650.00
Ongoing cleanup	\$850.00

#### SITWORK

Layout of building on site	
Septic/sewer - ALLOW	
Well/water connection - ALLOW	
Excavation/grade/backfill	
Sidewalks and rough grading	
Dirt hauling	
Asphalt drive parking lots	\$950.00
Landscaping	

#### CONCRETE/FOUNDATIONS

Sand/gravel	
Foundation waterproof/drain tile	
Footings	
Foundation walls	
Underslab insulation (slab heat)	
Slab flat work	
Light weight concrete main floor	

#### FRAMING

Framing walls, roof, soffit material	\$11,997.50
Framing walls, roof, soffit labor	\$9,359.00
Heavy timber lam or truss members	
Columns	
Stairs materials and labor	
Exterior decking	

#### WINDOWS AND DOORS

Ext./interior doors materials	
Ext./interior doors installation	
Garage Metal Gate System mat/labor	\$6,890.00
Exterior windows	\$32,000.00
Window installation	
Conservatory window materials/labor	
Glass block mat/labor	

#### ROOFING

Roofing materials and labor	
Gutters/downspouts	\$1,585.00

#### PLUMBING

Plumbing	
Plumbing Fixtures corner tub - ALLOW	
Hot water maker off boiler	

#### ELECTRICAL

Service and Distribution	\$1,300.00
Lighting fixtures - ALLOW	\$950.00
Electrical Baseboard Heating	

#### HVAC

Hydronic Heating System house	
Air-conditioning system	
Forced Air Heating Sys.	
Ceiling exhaust fan system	
Ducting for bathroom fans	
Radiant ceiling gas heating	

#### INTERIOR FINISH

Insulation	
Drywall hang, tape, textured	
Interior Paint/stain	
Wallpaper	
Int. casing and baseboard mat.	
Closet shelving	
Stair Case Handrail Mat/Labor	
ACX Plywood on walls pump/piping rms	
Int. trim and closet shelving labor	

#### EXTERIOR FINISH

Stucco Brick Rock exterior siding	\$76,995.00
Horizontal & Vertical siding like woodshop building	
Cedar lattice deck enclosure mat/labor	
Exterior Painting or stain	

#### MASONRY

8x8x16 block columns	
Tile Fireplace mantels/fronts M/L	

#### INTERIOR FIXTURES

Finish hardware door knobs - ALLOW	
Cabinets factory and custom - ALLOW	
Counter Tops Formica mat/labor - ALLOW	
Cabinets installation labor	
Mirror and shower doors ALLOW	
Kit/laundry Appliances - ALLOW	
Bathroom Hardware mat/labor - ALLOW	

#### FLOORING AND TILE

Carpet flooring - ALLOW	
Quickstep wood floors - ALLOW	
MB Tile showers, countertops, floor - ALLOW	
Granite countertop (main island)	
Tile bathrm floors, counters	
Lino flooring	

#### MISCELLANEOUS

Final Punch List	\$750.00
Security/alarms - ALLOW	
Intercom	
Central vac	
Trash pick-up dumpster	\$1,350.00
Final clean	\$650.00
Walk through Closeout details	
Sunroom Windows	
Fringe Markup	

TOTAL CONSTRUCTION COST	\$148,801.50
CONST. MANAGEMENT OVERHEAD 15 %	\$22,320.23
<b>TOTAL COST</b>	<b>\$171,121.73</b>



RJ Development Group, LLC

96 Old Milwaukee Dr.  
Bozeman, MT 59718

Estimate **49**

Date	Estimate #
12/6/2015	3

Name / Address
Albemarle Condo Association 105 W. Park Livingston, MT 59047

Project

Description	Qty	Rate	Total
22.00 Sprinkler System Sprinkler materials and labor Controls and alarms	1	179,500.00	179,500.00
22.00 elimination of the pigeon infestation problem		5,000.00	5,000.00
Asbestos testing & remediation ** update study		58,000.00	58,000.00
** Abatement work ** Air Test			
02.00 Parking lot repair - <i>is this public parking?</i>		27,000.00	27,000.00
22.00 Awnings for exterior		115,500.00	115,500.00
		<b>Total</b>	<b>\$385,000.00</b>