



Livingston City Commission Agenda

June 06, 2017

6:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Consent Items

- A. CONSENT - Approve Minutes from Regular 5.16.17 Commission Meeting Page 4
- B. CONSENT - Approve Bills & Claims Page 7
- C. CONSENT - Ratify Claim Page 21
- D. CONSENT - Approve Karla Pettit, Bob Ebinger and Kyra Ames to the Urban Renewal Agency Page 25
- E. CONSENT - Approve Warren Mabie and Theresa Coleman to the Board of Adjustments Page 30

6. Proclamations

- A. PROCLAMATION - Rodeo Days Proclamation Page 33

7. Scheduled Public Comment

8. Public Hearings

9. Ordinances

10. Resolutions

- A. RESOLUTION NO. 4728 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE STATE OF MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION. Page 35
- B. RESOLUTION NO. 4729 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING OVERNIGHT CAMPING AT MAYORS LANDING IN CONNECTION WITH THE 54TH ANNUAL YELLOWSTONE BOAT FLOAT. Page 40
- C. RESOLUTION NO. 4730 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN LIVE PERFORMANCE AGREEMENTS WITH PERFORMING ARTISTS FOR SUMMERFEST 2017. Page 44
- D. RESOLUTION NO. 4731 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH BRADY PRO SOUND FOR SUMMERFEST 2017. Page 60

- E. RESOLUTION NO. 4732 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN A COLLECTIVE BARGAINING AGREEMENT WITH THE MONTANA PUBLIC EMPLOYEES ASSOCIATION LIVINGSTON POLICE UNITY FOR FISCAL YEAR 2017 THROUGH 2018. Page 71

11. Action Items

- A. DISCUSS/APPROVE/DENY - Sewer extension request for Lalich property Page 110
- B. DISCUSS/APPROVE/DENY - Approve Urban Renewal Agency grant approval in the amount of \$8,800.00 for Bob's Outdoor Inc. for exterior tuck pointing of brick building, sills, corbels and repainting Page 113
- C. DISCUSS/APPROVE/DENY - Approve Urban Renewal Agency grant approval in the amount of \$18,500.00 for grant request for Grabow Building boiler Page 118
- D. DISCUSS/APPROVE/DENY - Approve Urban Renewal grant approval in the amount of \$2,790.00, for Cerberus Properties grant request for insulation, window and door replacement Page 122
- E. DISCUSS/APPROVE/DENY - Approve Urban Renewal Agency grant approval in the amount of \$49,615.00 for grant request for 103 North Main building renovation Page 137
- F. DISCUSS/APPROVE/DENY - Approve Urban Renewal Agency grant approval in the amount of \$90,000.00 for City of Livingston Downtown CIP Page 145

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

June 6, 2017 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex

June 7, 2017 - 4:00 p.m. - City-County Joint Meeting, MSU Extension, 119 South 3rd Street

June 13, 2017 - 3:30 p.m. - Historic Preservation regular meeting, Community Room, City/County Complex

June 14, 2017 - National Flag Day

June 19, 2017 - City/County Compact regular meeting, 4:30 p.m. - MSU Extension, 119 South 3rd Street

June 20, 2017 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex

June 21, 2017 - 8:30 a.m. - Urban Renewal Agency regular meeting, Community Room, City/County Complex

June 21, 2017 - 4:00 p.m. - Library Board regular meeting, Park County Library, 228 West Callender

June 21, 2017 - 5:30 p.m. - Planning Board regular meeting, Community Room, City/County Complex

Supplemental Material

Notice

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

Backup material for agenda item:

- A. CONSENT - Approve Minutes from Regular 5.16.17 Commission Meeting

MINUTES

Livingston City Commission
May 16, 2017
6:30 p.m.
City- County Complex, Community Room

1. Call to Order
2. Roll Call
 - Bennett, Hoglund, Friedman, and Sandberg were present. Schwarz absent.
3. Moment of Silence
4. Pledge of allegiance
5. Consent Items (00:02:04)
 - A. CONSENT - Approve Minutes from 5.2.17 Regular Commission Meeting
 - B. CONSENT - Approve Claims for first half of May 2017
 - Hoglund made a motion to approve Consent Items A and B. Friedman seconded.
 - All in favor, motion passed 4-0.
6. Proclamations
 - A. PROCLAMATION - Kids to Parks Day (00:01:45)
 - B. PROCLAMATION – National Police Week 2017 (00:03:23)
7. Scheduled Public Comment
 - A. SCHEDULED PUBLIC COMMENT - Dave Pettit regarding grant funding for Sleeping Giant Middle School (00:04:50)
 - B. SCHEDULED PUBLIC COMMENT - Ann Schilling, CASA Representative (00:07:25)
 - C. SCHEDULED PUBLIC COMMENT - Leah Elwell, Invasive Species Action Network (00:16:38)
 - D. SCHEDULED PUBLIC COMMENT - Mary Anne Keyes from MSU Extension (00:24:45)
8. Public Hearings
9. Ordinances

10. Resolutions

A. RESOLUTION NO. 4727 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DECLARING CERTAIN PROPERTY AS SURPLUS AND DIRECTING THAT SAID PROPERTY BE SOLD. (00:42:34)

- Friedman made a motion to pass Resolution No. 4727. Hoglund seconded.
 - All in favor, motion passed 4-0.

11. Action Items

A. DISCUSS/APPROVE/DENY - Acceptance of weed management plan prepared by Invasive Species Action Network (00:44:47)

- Friedman made a motion to accept the weed management plan prepared by Invasive Species Action Network. Hoglund seconded.
 - All in favor, motion passed 4-0.

B. DISCUSS/APPROVE/DENY - Schedule a meeting of City Commission to discuss goals for City Manager (00:46:32)

- Meeting scheduled for June 1 at 5:30 p.m. in the Community Room, City/County Complex

C. DISCUSS/APPROVE/DENY – Acceptance of Memorandum of Understanding amending the Captains promotion grading scale (00:51:12)

- Friedman made a motion to accept the Memorandum of Understanding amending the Captains promotion grading scale. Hoglund seconded.
 - All in favor, motion passed 4-0.

12. City Manager Comment (00:52:52)

13. City Commission Comments

- Sandberg made comments (00:53:33)
- Friedman made comments (01:03:45)
- Hoglund made comments (01:04:12)
- Bennett made comments (01:06:48)

14. Public Comments

- Liz Kearney made comments (01:08:36)

15. Adjournment (01:09:36) 7:39 p.m.

Backup material for agenda item:

- B. 17-06-06 CONSENT - Approve Bills & Claims

06/01/17
10:03:36

CITY OF LIVINGSTON
Claim Approval List
For the Accounting Period: 6/17

Page: 1 of 8
Report ID: AP100

Operating Cash
* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
31945		1101 LIVINGSTON SCHOOL DISTRICT 4 & 1		11,000.00					
	2017 05/19/17	City share school nurse FY2017		11,000.00*			1000 101 440000	394	101000
31946		402 ALPINE ELECTRONICS RADIO SHACK		82.98					
	10238924 05/16/17	Digital camera		69.99			1000 131 420100	220	101000
	10238924 05/16/17	Memory card		12.99			1000 131 420100	220	101000
31947		292 UPS STORE #2420, THE		12.35					
	333411626 05/11/17	UPS to crime lab		12.35			1000 123 411700	310	101000
31948		3237 WHISTLER TOWING, LLC		75.00					
	13496 05/15/17	Abandon vehicle tow		75.00			1000 131 420100	350	101000
31949		294 CHAPPELL'S BODY SHOP, INC.		60.00					
	259 05/08/17	Car wash tokens		30.00			1000 131 420100	231	101000
	258 05/08/17	Car wash tokens		30.00			1000 131 420100	231	101000
31950		879 VERIZON WIRELESS		406.35					
	9785108340 05/04/17	Air Cards - April		406.35*			1000 131 420100	347	101000
31952		3694 MONTANA LAW ENFORCEMENT CANINE		250.00					
	2017 05/22/17	Workshop Reg - Emanuel/Bobi		250.00			1000 131 420100	380	101000
31953		1180 MONTANA CORRECTIONAL ENTERPRISES		2,840.00					
	2017 04/13/17	New Dept Desks		2,840.00*			1000 131 420100	940	101000
31954		2426 GRANITE TECHNOLOGY SOLUTIONS,		467.61					
	21103 05/08/17	Cabling - Dept Remodeling		467.61*			1000 131 420100	940	101000
31955		2945 MONTES AUTO REPAIR, LLC		1,434.35					
	13965 05/08/17	Vehicle repair 13 interceptor		280.00			1000 131 420100	360	101000
	13965 05/08/17	Vehicle repair 13 interceptor		1,154.35			1000 131 420100	231	101000
31956		55 LIVINGSTON HEALTH CARE-MEMORIAL		28.00					
	1288349 03/25/17	DUI Blood draw		28.00			1000 131 420100	350	101000
31957		3234 DANA SAFETY SUPPLY, INC.		184.00					
	468096 04/30/17	In-Car printer & Install		184.00*			1000 131 420100	976	101000
31958		2268 BIG BEAR CONTRACTING, LLC		1,277.10					
	1128 05/08/17	Dept Lockers- Office Remodel		1,277.10*			1000 131 420100	940	101000

06/01/17
10:03:36

CITY OF LIVINGSTON
Claim Approval List
For the Accounting Period: 6/17

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Report ID: AP100

Operating Cash
* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
31959	8236002	05/17/17	2595 TOWN & COUNTRY FOODS - Scale house supplies	34.77 34.77			5410 504 430870	214	101000
31960	17306019	05/13/17	1747 CANON FINANCIAL SERVICES, INC Canon lease	76.10 76.10*			1000 109 460442	320	101000
31961	01	05/15/17	3620 NUNN, JESSIE History Survey	4,000.00 4,000.00			1000 106 411030	349	101000
31962	16-17	06/07/17	2968 WILLIAMS, TIMOTHY Flex Account - closed	500.00 500.00			7910 212970		101000
31963	41458	04/30/17	3633 BILLING DOCUMENT SPECIALISTS Online Monthly Maintenance	70.00 23.33*			5210 502 430570	213	101000
	41458	04/30/17	Online Monthly Maintenance	23.33			5310 503 430670	213	101000
	41458	04/30/17	Online Monthly Maintenance	23.34*			5410 504 430870	213	101000
31964	10949	05/02/17	3023 RICK'S REFRIGERATION, INC. 37% Replace broken belts	61.83 61.83*			1000 121 411230	365	101000
31965	20170430	05/11/17	2608 STATE OF MONTANA - ITSD 33% Video conferencing	109.29 109.29			1000 102 410360	380	101000
31966	16-17	06/07/17	958 HARRINGTON, KEVIN Flex Account	52.79 52.79			7910 212970		101000
31967	#36	05/17/17	999999 STEWART, PATRICIA Reimburse- Parking Stall 2nd s	50.00 50.00			1000 361000		101000
31968	2017	05/16/17	3498 HARRELD, LISA Washington Driver Record	13.00 13.00			1000 123 411700	211	101000
31969	36402	05/16/17	54 GATEWAY OFFICE SUPPLY Supplies- Finance Office	36.78 36.78			1000 123 411700	211	101000
31970	46072	05/01/74	3371 BALCO UNIFORM COMPANY, INC. Ballistic Vest-Gunderson	2,291.34 725.00*			1000 131 420100	940	101000
	46072	05/01/74	shipping	20.09*			1000 131 420100	940	101000
	46095	05/05/17	Polo Shirts - Union	764.00*			1000 131 420100	153	101000
	52690	05/05/17	Uniform & Supplies - O'Neill	146.30*			1000 131 420100	153	101000
	46282-1	05/05/17	Uniform & Supplies - O'Neill	520.00*			1000 131 420100	153	101000
	46332	05/05/17	Uniform & Supplies - O'Neill	115.95*			1000 131 420100	153	101000

06/01/17
10:03:36

CITY OF LIVINGSTON
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Operating Cash
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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
31971		1874 CRAZY MOUNTAIN INDUSTRIES		370.00					
	20627	05/22/17 8 Portable Toilets-Summerfest		370.00*			2210 109 460439	350	101000
31972		999999 KRUMM, STEVE		314.58					
	60119-07	05/16/17 Over payment-		104.86			5210 343021		101000
	60119-07	05/16/17 Over payment-		104.86			5310 343031		101000
	60119-07	05/16/17 Over payment-		104.86			5410 343041		101000
31973		16 PARISI WESTERN PLUMBING &		270.95					
	T41247	03/24/17 Public Works Mens Bathroom		50.00*			2500 151 430240	231	101000
	T41247	03/24/17 Public Works Mens Bathroom		120.95			5210 502 430515	231	101000
	T41247	03/24/17 Public Works Mens Bathroom		50.00			5310 503 430625	231	101000
	T41247	03/24/17 Public Works Mens Bathroom		50.00			5310 503 430640	231	101000
31974		162 CENTURYLINK		1,084.63					
	3850	05/04/17 Sewer Plant		176.42			5310 503 430640	343	101000
	5606	05/04/17 Utility Billing 1/3		78.88			5210 502 430520	343	101000
	5570	05/04/17 Utility Billing 1/3		78.88			5310 503 430620	343	101000
	5570	05/04/17 Utility Billing 1/3		78.89			5410 504 430820	343	101000
	5240	05/04/17 Scale House		99.00*			5410 504 430870	343	101000
	4903	05/04/17 Planning Dept		81.41			1000 106 411030	343	101000
	6436	05/04/17 Park Dept.		103.39*			1000 153 460430	343	101000
	6003	05/22/17 Finance 110 S. B		387.76			1000 122 411300	343	101000
31975		3407 LIVINGSTON DAYCARE, LLC		900.00					
	062017	06/01/17 Parking Lot Lease - June		900.00			1000 121 411230	532	101000
31976		146 LIVINGSTON ENTERPRISE		129.00					
	2017	05/04/17 Yearly subscription		43.00*			5210 502 430570	200	101000
	2017	05/04/17 Yearly subscription		43.00			5310 503 430670	210	101000
	2017	05/04/17 Yearly subscription		43.00			5410 504 430820	220	101000
31977		151 NORTHWESTERN ENERGY		2,430.10					
	709868	05/12/17 37% Facility		8.54			1000 121 411230	341	101000
	709935	05/12/17 37% Facility		2,169.56			1000 121 411230	341	101000
	3120133	05/09/17 110 South B St.		137.45			1000 121 411230	341	101000
	3120134	05/09/17 112 South B St.		114.55			1000 121 411230	341	101000
31978		590 QBS SAFEGUARD		48.44					
	C7WLTO	03/14/17 Shipping, handling & Service		48.44			1000 123 411700	211	101000

06/01/17
10:03:36

CITY OF LIVINGSTON
Claim Approval List
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Operating Cash
* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
31979		1783 J & H OFFICE EQUIPMENT		302.82					
	20622252	05/08/17 Canon Copier lease		302.82*			1000 123 411700	368	101000
31980		2823 WEST PAYMENT CENTER - Thomson		366.00					
	8396069718	05/01/14 Charges - April		366.00			1000 107 411100	334	101000
31981		16 PARISI WESTERN PLUMBING &		75.85					
	T41245	03/24/17 Gas line cap- Kithcen		75.85			1000 109 460442	231	101000
31982		102 INDUSTRIAL TOWEL		37.70					
	17594	05/11/17 Rug Maintenance		37.70			1000 121 411230	360	101000
31983		54 GATEWAY OFFICE SUPPLY		145.00					
	35583	05/11/17 Balance owing/add'l dumdums		145.00			1000 123 411700	211	101000
31984		1901 HARRIS, JOSEPH E.		232.11					
	17-18	06/06/17 Flex account		232.11			7910 212970		101000
31985		3440 CHARTER COMMUNICATIONS		6,237.60					
	0179852	05/04/17 414 E. Callender April & May		6,237.60*			1000 122 411300	346	101000
31986		402 ALPINE ELECTRONICS RADIO SHACK		19.99					
	10238771	05/02/17 DVD's		19.99			1000 123 411700	211	101000
31988		2662 BOUND TREE MEDICAL, LLC		445.52					
	82493253	05/12/17 Patient supplies		183.99			5510 142 420730	235	101000
	82496003	05/16/17 Patient supplies		261.53			5510 142 420730	235	101000
31989		26 LIVINGSTON ACE HARDWARE -		108.50					
	211585	05/15/17 Filter		7.99			5510 142 420730	220	101000
	211794	05/19/17 Fasteners		23.28			5510 142 420730	220	101000
	211584	05/15/17 Repair Supplies		77.23			5510 142 420730	220	101000
31990		34 MOUNTAIN AIR SPORTS		40.00					
	1683	05/09/17 Reserve Uniforms		40.00			5510 142 420402	148	101000
31991		3101 HOME OXYGEN AND MEDICAL		100.00					
	33940	04/30/17 O2 regulator		100.00			5510 142 420730	220	101000
31992		3420 KENTEC MEDICAL, INC.		399.68					
	982412	04/24/17 CPAP masks		399.68			5510 142 420730	235	101000

06/01/17
10:03:36

CITY OF LIVINGSTON
Claim Approval List
For the Accounting Period: 6/17

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Operating Cash
* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
31993	12645	05/10/17 M2 Windshield replacement	2106 MOUNTAIN MOBILE AUTO GLASS	295.00 295.00*			5510 142 420730	232	101000
31994	127605	05/22/17 BGL meter	1396 WESTERN DRUG	53.98 53.98			5510 142 420730	220	101000
31995	13037	04/10/17 Training	3069 BILLINGS CLINIC TRAINING CENTER	102.00 102.00			5510 142 420730	380	101000
31997	77565	01/23/17 5" storz intake valves (2)bond	662 L.N. CURTIS & SONS	3,082.00 1,790.00			4100 141 420460	940	101000
	98312	04/28/17 Compressor service		1,292.00			1000 141 420400	350	101000
31998	8236002	05/10/17 Class supplies	2595 TOWN & COUNTRY FOODS -	47.59 30.91			1000 141 420400	370	101000
	8236002	05/09/17 Class supplies		16.68			1000 141 420400	370	101000
31999	121589	05/09/17 Fire Prevention Mat'l	3687 MODERN MARKETING	220.09 220.09			1000 141 420400	313	101000
32000		05/08/17 Modern Fire Behavior Class	999999 BIG SKY TRAINING.COM	325.60 325.60			1000 141 420400	380	101000
32001	211678	05/17/17 Cleaning supplies	26 LIVINGSTON ACE HARDWARE -	31.58 31.58			1000 141 420400	220	101000
32002	1026	05/22/17 Bay Light mat'ls	3491 COFFMAN'S PEAK ELECTRIC, LLC	5,792.00 1,696.00			5210 502 430520	924	101000
	1026	05/22/17 Bay Light mat'ls		1,904.40*			5310 503 430620	924	101000
	1026	05/22/17 Bay Light mat'ls		991.60			5310 503 430620	361	101000
	1026	05/22/17 Bay Light mat'ls		1,200.00			5210 502 430520	930	101000
32003	8074221	05/02/17 Pipe	781 2M COMPANY, INC.	881.40 824.58			1000 155 460430	401	101000
	8074374	05/10/17 Valve box		56.82			1000 155 460430	401	101000
32004	52201	05/22/17 Flat repair	22 ALL SERVICE TIRE & ALIGNMENT,	45.00 45.00			2500 151 430240	362	101000
32005	2127	05/16/17 Service	3378 AMERICAN AUTOMOTIVE	71.40 71.40			5310 503 430640	362	101000

06/01/17
10:03:36

CITY OF LIVINGSTON
Claim Approval List
For the Accounting Period: 6/17

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Report ID: AP100

Operating Cash
* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32006		3293 BLACKFOOT COMMUNICATIONS		149.98					
	166824	05/01/17 Internet		50.00			2500 151 430220	346	101000
	166824	05/01/17 Internet		49.99			5410 504 430820	346	101000
	166824	05/01/17 Internet		49.99			5310 503 430610	346	101000
32009		3440 CHARTER COMMUNICATIONS		885.97					
	0179878	05/04/17 Internet @PW		885.97*			1000 122 411300	346	101000
32010		151 NORTHWESTERN ENERGY		1,438.28					
	0709891-6	05/12/17 Cemetery Rd.		18.41			1000 155 430950	341	101000
	0709870-0	05/12/17 G Street Park 422 S G		84.68			1000 155 430950	341	101000
	0709878-3	05/11/17 227 River Dr.		372.11			1000 155 430950	341	101000
	0709884-1`	05/09/17 616 River Dr. Pump		42.95			1000 155 430950	341	101000
	0709879-1	05/11/17 227 River Dr. softball fiel		493.32			1000 155 430950	341	101000
	1906055-7	05/12/17 815 North 13th soccer field		44.70			1000 155 430950	341	101000
	0720176-7	05/12/17 Weimer Park		33.52			1000 155 430950	341	101000
	0708370-2	05/12/17 8th and Park Sprinklers		6.21			1000 155 430950	341	101000
	1155965-5	05/12/17 229 River Dr.		7.44			1000 155 430950	341	101000
	0719373-3	05/12/17 229 River Dr.		9.67			1000 155 430950	341	101000
	0720113-0	05/09/17 229 River Dr. CC building		171.09			1000 155 430950	341	101000
	2138754-3	05/12/17 G Street Park		8.80			1000 155 430950	341	101000
	3210240-2	05/12/17 616 River Dr.		6.84			1000 155 430950	341	101000
	0709880-9	05/09/17 200 River Dr. Pool		138.54			1000 155 460445	341	101000
32011		3380 EMERALD SERVICES INC.		623.00					
	73110608	05/08/17 Oil disposal		623.00			5410 504 430840	388	101000
32012		424 ENERGY LABORATORIES, INC.		162.00					
	77234	05/12/17 Qu.ly in stream & oil/gr.eff t		162.00			5310 503 430640	355	101000
32013		2904 FISHER SAND AND GRAVEL		462.15					
	36249	05/13/17 Concrete		1,088.00			2820 210 430240	476	101000
	36516	08/20/14 Overpayment paid pick tickets		-85.68			5210 502 430515	231	101000
	8364-68	05/05/16 Overpayment paid pick tickets		-540.17			1000 155 460430	361	101000
32014		2919 FOUR CORNERS RECYCLING, LLC		401.82					
	2465	04/27/17 Commodity Credit		-2,768.18			5410 504 430840	388	101000
	2465	04/27/17 Box rent		200.00			5410 504 430840	388	101000
	2465	04/27/17 Pulls		2,970.00			5410 504 430840	388	101000
32015		54 GATEWAY OFFICE SUPPLY		13.36					
	36102	04/24/17 UPS MSE Labels		13.36			5210 502 430570	310	101000

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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32016			98 GRAYBEAL'S ALL SERVICE	525.00					
	86315	04/12/17	Boiler repair	262.50			5210 502 430520	361	101000
	86315	04/12/17	Boiler repair	262.50			5310 503 430620	361	101000
32017			470 HAWKINS, INC	468.50					
	4066055	04/28/17	Cylinders and tubes	468.50*			5210 502 430515	355	101000
32019			102 INDUSTRIAL TOWEL	66.67					
	18512	05/19/17	Mat cleaning	8.56			5210 502 430510	224	101000
	18512	05/19/17	Mat cleaning	8.55			5310 503 430610	224	101000
	18512	05/19/17	Mat cleaning	8.55			2500 151 430220	224	101000
	18512	05/19/17	Mat cleaning	8.55			5410 504 430820	220	101000
	18512	05/19/17	Mat cleaning	8.56			1000 106 411030	200	101000
	18512	05/19/17	Slate WWTP	23.90			5310 503 430610	224	101000
32020			250 INSTY-PRINTS	32.86					
	20639	04/19/17	Pump chlorine and monthly well	32.86			5210 502 430515	231	101000
32021			3387 J & H, Inc.	118.42					
	503040	05/08/17	Coper monthly maintenance	23.68			5210 502 430515	368	101000
	503040	05/08/17	Coper monthly maintenance	23.68			5310 503 430625	368	101000
	503040	05/08/17	Coper monthly maintenance	23.68			5410 504 430830	368	101000
	503040	05/08/17	Coper monthly maintenance	23.69			2500 151 430240	368	101000
	503040	05/08/17	Coper monthly maintenance	23.69			1000 106 411030	368	101000
32022			776 KENYON NOBLE	38.64					
	5964106	05/11/17	Braided rope	13.65			5310 503 430640	231	101000
	5964805	05/11/17	Sprayer	24.99			5310 503 430640	231	101000
32023			2863 KIMBALL MIDWEST	131.00					
	5616159	05/16/17	Supplies	131.00			2500 151 430240	233	101000
32024			2830 LEHRKIND'S COCA-COLA	25.55					
	1420107	05/09/17	Water	25.55			5310 503 430640	225	101000
32025			26 LIVINGSTON ACE HARDWARE -	277.09					
	211245	05/09/17	Primer	17.96			5210 502 430515	231	101000
	211264	05/09/17	Grinder	49.98			5210 502 430515	231	101000
	210486	04/24/17	Oil and brush	32.97*			2500 151 430240	231	101000
	211395	05/11/17	Filter bag	19.99*			2500 151 430240	231	101000
	211311	05/10/17	Tool box and tape measure	31.98*			2500 151 430240	232	101000
	210875	05/02/17	Splash Park	97.47			1000 155 460445	231	101000
	210937	05/03/17	Splash Park	5.98			1000 155 460445	231	101000
	211358	05/10/17	Baseball bathroom	7.78			1000 155 460430	231	101000
	212058	05/24/17	Coffee filter and LED light	12.98			5410 504 430830	231	101000

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32026		2346 MONTANA DEPT OF ENVIRONMENTAL		30.00					
	1708060	05/23/17 Drinking water renewal fee		30.00			5210 502 430510	333	101000
32027		2731 MONTANA WASTE SYSTEMS, INC		61,920.10					
	485545	04/30/17 Tranfer fees		61,920.10			5410 504 430840	396	101000
32028		112 MONTANA RAIL LINK		300.00					
	826751	05/01/17 600679 Pipeline x-ing		100.00			5210 502 430510	535	101000
	826751	05/01/17 600678 Pipeline x-ing		100.00			5210 502 430510	535	101000
	808253	05/01/17 90573 U/G x-ing		100.00			5210 502 430510	535	101000
32029		151 NORTHWESTERN ENERGY		938.30					
	1498936-2	05/12/17 I90 & 89		5.85*			2400 420100	340	101000
	0709796-7	05/12/17 97 View Vista Dr.		6.09*			2400 420100	340	101000
	1893530-4	05/12/17 600 W Park		56.39*			2400 420100	340	101000
	1493850-0	05/12/17 412 W Callender		73.88*			2400 420100	340	101000
	3141997-1	05/12/17 C & D on Lewis		25.64*			2400 420100	340	101000
	2023484-5	05/12/17 1100 W Geyser		9.05*			2400 420100	340	101000
	2023479-5	05/12/17 900 W Geyser		8.93*			2400 420100	340	101000
	2114861-4	05/12/17 132 South B		141.27*			2400 420100	340	101000
	1893536-1	05/12/17 E Street and Alley		44.64*			2400 420100	340	101000
	1893541-1	05/12/17 18 W Park		80.04*			2400 420100	340	101000
	1747572-4	05/12/17 F & G on Callender		37.09*			2400 420100	340	101000
	1747570-8	05/12/17 D & E on Callender		58.26*			2400 420100	340	101000
	1613803-4`	05/12/17 M & N on Callender		57.15*			2400 420100	340	101000
	1290352-2	05/12/17 School Flasher Park & 13th		8.40*			2400 420100	340	101000
	1134879-4	05/12/17 N 7th and Montana & Chinook		45.34*			2400 420100	340	101000
	1134866-1	05/12/17 N 2nd and Montana & Chinook		68.95*			2400 420100	340	101000
	0709869-2	05/12/17 Carol lane		120.24*			2400 420100	340	101000
	3093027-5	05/12/17 105 W Park		33.41*			2400 420100	340	101000
	3093023-4	05/12/17 320 N Main		14.29*			2400 420100	340	101000
	3093003-6	05/12/17 114 W Summit		26.60*			2400 420100	340	101000
	3184602-5	05/12/17 202 South 2nd		16.79*			2400 420100	340	101000
32030		151 NORTHWESTERN ENERGY		8,438.68					
	0709793-4	05/12/17 City shop building 50% 406		239.05			2500 151 430220	341	101000
	0709793-4	05/12/17 City shop building 50% 406		239.05			5410 504 430820	341	101000
	2171060-3	05/12/17 Scale House 408 bennett		53.94			5410 504 430820	341	101000
	1728687-3	05/05/17 Transfer Station 408 bennet		581.64			5410 504 430820	341	101000
	0709794-2	05/05/17 WWTP 316 Bennett		6,398.56*			5310 503 430640	341	101000
	0720048-8	05/05/17 330 Bennett 1/4		210.60			5210 502 430520	341	101000
	0720048-8	05/05/17 330 Bennett 1/4		210.61			5310 503 430620	341	101000
	0720048-8	05/05/17 330 Bennett 1/4		210.61			5410 504 430820	341	101000
	0720048-8	05/05/17 330 Bennett 1/4		210.61			1000 106 411030	341	101000
	3267010-1	05/09/17 330 Bennett Compactor		33.37			5410 504 430820	341	101000
	3015965-1	05/12/17 330 Bennett - Fire training		50.64			1000 141 420400	341	101000

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Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj	Account
32031	151 NORTHWESTERN ENERGY	7,617.57								
0709873-4	05/12/17 800 W Cambridge pump statio	25.88*			5310	503	430625	344		101000
0719058-0	05/08/17 3 Rogers lane lift station	28.85*			5310	503	430625	344		101000
0709914-6	05/08/17 1011 River Dr.	21.49*			5310	503	430625	344		101000
1452951-5	05/08/17 Monroe lift station	302.43*			5310	503	430625	344		101000
1594141-2	05/08/17 9th and 10th lift station	25.51*			5310	503	430625	344		101000
3258086-2	05/12/17 2800 East Park lift statio	238.55*			5310	503	430625	344		101000
3258262-9	05/08/17 320 Alpenglow lift station	161.50*			5310	503	430625	344		101000
0709892-4	05/12/17 40 Water tower ave.	46.31			5210	502	430515	341		101000
0709876-7	05/09/17 132 South B	1,363.44			5210	502	430515	341		101000
0709886-6	05/12/17 200 E Reservoir	68.13			5210	502	430515	341		101000
0709877-5	05/05/17 200 E Reservoir north side	455.84			5210	502	430515	341		101000
0719271-9	05/08/17 601 Robin Lane	1,329.03			5210	502	430515	341		101000
0719272-7	05/08/17 4 Billman lane well	1,626.89			5210	502	430515	341		101000
0709882-5	05/16/17 229 River Dr. pump civic ce	49.72			5210	502	430515	341		101000
0709894-0	05/08/17 56 Water tower	285.02			5210	502	430515	341		101000
1441030-2	05/09/17 D & Geyser well house	1,404.34			5210	502	430515	341		101000
0709874-2	05/08/17 Werner Addition Pump	103.46			5210	502	430515	341		101000
0709875-9	05/08/17 900 River Dr. Pump	81.18			5210	502	430515	341		101000
32032	146 LIVINGSTON ENTERPRISE	631.00								
134456	05/01/17 Economic Develop Workshop	49.50			1000	101	410130	331		101000
134454	05/01/17 Ord #2063	82.50			1000	101	410130	331		101000
134453	05/01/17 Ord #2064	82.50			1000	101	410130	331		101000
134442	05/03/17 Sex Offender - Ethan Krosch	48.75*			1000	131	420100	324		101000
134481	05/05/17 Sex Offender - Ethan Krosch	48.75*			1000	131	420100	324		101000
134577	05/08/17 URA Vacancy	93.50*			2310		470300	331		101000
134576	05/08/17 City Comm. Workshop	49.50			1000	101	410130	331		101000
134743	05/11/17 City Comm Closed session	24.00			1000	101	410130	331		101000
134744	05/15/17 URA meeting	18.00*			2310		470300	331		101000
134855	05/19/17 Vacacy Historic Pres. Board	110.00*			1000	106	411030	331		101000
134854	05/19/17 URA Meeting Mtg	24.00*			2310		470300	331		101000
32034	999999 TOWN & COUNTRY	6.00								
TK15-0153	05/24/17 Restitution-Jenny L.Geene	6.00			1000		351030			101000
32035	272 PARK COUNTY	358.48								
1005	05/25/17 City Phones	107.61			1000	122	411300	343		101000
1005	05/25/17 Fire 50%	50.33			1000	141	420400	343		101000
1005	05/25/17 Amb 50%	50.33			5510	142	420730	343		101000
1005	05/25/17 Police	79.69			1000	131	420100	350		101000
1005	05/25/17 Dispatch	37.26			2300	132	420160	343		101000
1005	05/25/17 37% Misc Maint Supplies	33.26*			1000	121	411230	365		101000

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32036		3042 ARTISTIC LANDSCAPING,LLC		44.40					
	2998	05/20/17 37% Storm Branches clean up		44.40			1000 121 411230	360	101000
32037		3356 AJM, INC.		374.62					
	2431	09/30/16 37% Underground storage tank		374.62			1000 121 411230	360	101000
32038		3255 INDUSTRIAL COMMUNICATIONS &		998.00					
	19032	04/18/17 Encore headsets		708.00*			2300 132 420160	940	101000
	19052	04/20/17 Computer Monitor		290.00			2300 132 420160	227	101000
32039		3449 LEAF		27.60					
	7416012	05/21/17 Kyocera copier		27.60*			2300 132 420160	220	101000
32040		102 INDUSTRIAL TOWEL		37.70					
	18964	05/25/17 Rug Maintenance		37.70			1000 121 411230	360	101000
32041		2958 NEOFUNDS BY NEOPOST USA, INC		1,000.00					
	11386275	05/21/17 Postage		333.33*			5210 502 430570	213	101000
	11386275	05/21/17 Postage		333.33			5310 503 430670	213	101000
	11386275	05/21/17 Postage		333.34*			5410 504 430870	213	101000
32042		2969 CLAWSON - ROBERTS, MELANIE		84.88					
	16-17	06/07/17 Flex Account - Acct Closed		84.88			7910 212970		101000
32043		3529 KASTING,KAUFFMAN & MERSEN PC		164.62					
	20029	05/11/17 Legal Services - Gerri Lutes		682.98*			1000 107 411100	350	101000
	20030	05/11/17 Legal Services - Carl Berstsen		-745.86*			1000 107 411100	350	101000
	20031	05/11/17 Legal Services - David Taylor		227.50*			1000 107 411100	350	101000
32044		370 FISHER, DENNIS		426.00					
	16-17	06/06/17 Flex account		426.00			7910 212970		101000
32047		151 NORTHWESTERN ENERGY		3,407.75					
	0709871-8	05/12/17 Star addition		301.57*			2400 420100	340	101000
	0719358-4	05/15/17 Street lights		2,852.59*			2400 420100	340	101000
	0720122-1	05/12/17 400 North M		12.80*			2400 420100	340	101000
	0802599-1	05/12/17 608 W Chinook		57.02*			2400 420100	340	101000
	0933715-5	05/12/17 710 W Callender		55.42*			2400 420100	340	101000
	3287727-6	05/12/17 320 Alpenglow lane		41.49*			2400 420100	340	101000
	3386783-9	05/12/17 Btwn G and H on Clark		45.30*			2400 420100	340	101000
	3386845-6	05/12/17 Btwn I and K on Callender		19.58*			2400 420100	340	101000
	3386846-4	05/12/17 Btwn 7th and 8th on Summit		21.98*			2400 420100	340	101000

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32048			12 NORMONT EQUIPMENT	7,150.82					
	14641	05/18/17 Emulsion		3,243.60*			2820 210 430240	452	101000
	14485	05/01/17 Broom		1,383.12			2500 151 430240	362	101000
	14580	05/10/17 Emulsion		1,790.00			2820 210 430240	472	101000
	14579	05/10/17 Yellowstone striping paint		734.10			2820 210 430240	474	101000
32049			3578 NW HYDRO TECH	108.00					
	2187	05/04/17 CSC swing check		108.00*			5210 502 430515	355	101000
32050			16 PARISI WESTERN PLUMBING &	425.20					
	41034	05/30/17 2015 CIP Missed sewer connecti		425.20			5310 503 430630	960	101000
32051			16 PARISI WESTERN PLUMBING &	22.00					
	41270	05/04/17 Valve		22.00			5210 502 430515	231	101000
32052			1730 SCHAEFFER MFG CO.	817.85					
	1995	04/27/17 Oil		817.85*			1000 123 411700	236	101000
32053			3353 STORY DISTRIBUTING	3,094.89					
	76707	05/23/17 Diesel fuel 433g		986.81*			1000 123 411700	236	101000
	76643	05/16/17 Diesel fuel 925g		2,108.08*			1000 123 411700	236	101000
32054			1 TECH ELECTRIC, INC	676.68					
	37602	05/12/17 Retro fitting lamp fixtures		676.68			2400 420100	231	101000
32055			1 TECH ELECTRIC, INC	416.06					
	37571	05/05/17 Electrical supplies		416.06			5310 503 430640	231	101000
32056			3605 ADVANCED ENGINEERING &	80,071.71					
	52977	05/19/17 WRF Upgrade design		9,331.04*			5310 503 430640	940	101000
	52977	05/19/17 WRF Construction services		70,740.67*			5310 503 430640	940	101000
32057			3390 TD&H ENGINEERING, INC	17,864.50					
	9448	05/11/17 027 Storm water study		3,806.50*			2399 430240	960	101000
	9448	05/11/17 026 Booster station		476.70*			3200 490200	940	101000
	9448	05/11/17 025 Brookstone		260.58			5310 503 430610	352	101000
	9448	05/11/17 025 Brookstone		260.57			5210 502 430515	350	101000
	9448	05/11/17 Weekly meeting		445.40			5310 503 430610	352	101000
	9448	05/11/17 Weekly Mtng		266.00			5210 502 430515	350	101000
	9448	05/11/17 500 N Main sign		300.00*			2500 430220	352	101000
	9448	05/11/17 028 Transportation Master Plan		8,877.00*			2399 430240	960	101000
	9448	05/11/17 081 10th street sewer main		455.50			5310 503 430610	352	101000
	9448	05/11/17 060 PRV Inspection		2,716.25			5210 502 430515	350	101000

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32058		3043 STAHLY ENGINEERING, INC		280.00					
	11	05/11/17 PRV Engineering		280.00			5210 502 430515	350	101000
32059		3390 TD&H ENGINEERING, INC		12,859.24					
	9449	05/11/17 Vault infill const. inspection		12,859.24*			2310 470300	350	101000
32062		2012 COUNTRY LIVING EXCAVATION		5,425.00					
		05/30/17 Missed sewer main con. 15 CIP		5,425.00			5310 503 430630	960	101000
32063		122 DEPARTMENT OF REVENUE		539.81					
	2	05/30/17 1% gross receipts tax		336.84			2310 470300	940	101000
	2	05/30/17 1% gross receipts tax		202.97*			1000 160 520000	824	101000
32064		3692 MORGAN CONTRACTORS		53,441.56					
	2	05/30/17 Vault infill project		33,347.53			2310 470300	940	101000
	2	05/30/17 Vault infill project		20,094.03*			1000 160 520000	824	101000
32065		879 VERIZON WIRELESS		2,156.92					
	6948	05/20/17 Water Cell		64.37*			5310 503 430620	347	101000
	0836	05/20/17 Water Cell		23.13			5210 502 430515	347	101000
	2470	05/20/17 Solid Waste truck		0.00			5410 504 430820	347	101000
	2471	05/20/17 Solid Waste truck		13.21			5410 504 430820	347	101000
	0340	05/20/17 EMS		110.00			5510 142 420730	347	101000
	0168	05/20/17 EMS		13.21			5510 142 420730	347	101000
	0167	05/20/17 EMS		48.44			5510 142 420730	347	101000
	0169	05/20/17 EMS		13.21			5510 142 420730	347	101000
	2114	05/20/17 Fire		152.67*			1000 141 420400	347	101000
	0542	05/20/17 Fire		53.19*			1000 141 420400	347	101000
	3850	05/20/17 Fire		42.52*			1000 141 420400	347	101000
	8483	05/20/17 Planning		13.71*			1000 106 411030	347	101000
	0712	05/20/17 Dispatch		25.17*			2300 132 420160	220	101000
	7702	05/20/17 Cemtery		22.49			1000 155 430950	347	101000
	6974	05/20/17 Roaming crew - Jones		22.99			1000 155 430950	347	101000
	1469	05/20/17 Water Cell		51.14			5210 502 430515	347	101000
	1472	05/20/17 Water Cell		11.57			5210 502 430515	347	101000
	9101	05/20/17 Water Cell 1/2		28.36			5210 502 430515	347	101000
	9101	05/20/17 Sewer Cell 1/2		28.36*			5310 503 430620	347	101000
	7857	05/20/17 Sewer Cell		25.13*			5310 503 430620	347	101000
	1470	05/20/17 Sewer Cell		95.56*			5310 503 430620	347	101000
	2195	05/20/17 Roaming		57.62			1000 155 430950	347	101000
	6891	05/20/17 Water 1/2		0.00			5210 502 430515	347	101000
	6891	05/20/17 Sewer 1/2		0.00*			5310 503 430620	347	101000
	6565	05/20/17 Water 1/2		51.19			5210 502 430515	347	101000
	6565	05/20/17 Sewer 1/2		51.19*			5310 503 430620	347	101000
	1359	05/20/17 Parks		22.95			1000 155 430950	347	101000
	1823	05/20/17 Street		14.54			2500 151 430220	347	101000

06/01/17
10:03:36

CITY OF LIVINGSTON
Claim Approval List
For the Accounting Period: 6/17

Page: 13
Report ID: AP100

Operating Cash
* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	2197	05/20/17	Animal Control	64.42			1000 154 440640	347	101000
	2196	05/20/17	Street	75.94			2500 151 430220	347	101000
	823-9008	05/20/17	Code Enforcement	22.95*			1000 143 420403	347	101000
	7258	05/20/17	Building dept	13.21*			1000 143 420403	347	101000
	0813	05/20/17	Building dept	0.00*			1000 143 420403	347	101000
	1308	05/20/17	Central	51.45*			1000 122 411300	347	101000
	7422	05/20/17	Central	72.53*			1000 122 411300	347	101000
	222-8155	05/20/17	Rec. dept	67.11*			1000 109 460449	347	101000
	0808	05/20/17	Rec. dept	0.00*			1000 109 460449	347	101000
	223-1616	05/20/17	ATS	38.71*			1000 109 460449	347	101000
	223-2233	05/20/17	ATS	65.89*			1000 109 460449	347	101000
	823-9870	05/20/17	ATS	43.70*			1000 109 460449	347	101000
	224-2053	05/20/17	Fire Chief	83.26*			1000 141 420400	347	101000
	224.8678	05/20/17	Medic 2	33.46			5510 142 420730	347	101000
	823-9928	05/20/17	Fire & Recuse	42.52*			1000 141 420400	347	101000
	823-9929	05/20/17	Fire & Recuse	42.52*			1000 141 420400	347	101000
	223-8255	05/20/17	Fire & Recuse	42.52*			1000 141 420400	347	101000
	223-8268	05/20/17	Public works eng	30.79			5210 502 430515	347	101000
	223-8268	05/20/17	Public works eng	30.78*			5310 503 430620	347	101000
	224-2470	05/20/17	Transfer Station	22.11			5410 504 430820	347	101000
	223-6314	05/20/17	Scale House	22.97			5410 504 430820	347	101000
	224-0509	05/20/17	Transfer station - Van	58.69			5410 504 430820	347	101000
	5022	05/20/17	WWTP	76.54*			5310 503 430620	347	101000
	8119	05/20/17	WWTP - pager	22.95*			5310 503 430620	347	101000
	5246	05/20/17	Cain	42.52			5210 502 430515	347	101000
	823-9535	05/20/17	City Pool	33.46*			1000 109 460449	347	101000
32067			162 CENTURYLINK	319.13					
	0082	05/16/17	City Shop 50%	30.57*			2500 151 430220	343	101000
	0082	05/16/17	City Shop 12%	7.34			5310 503 430620	343	101000
	0082	05/16/17	City Shop 38%	23.22			5410 504 430820	343	101000
	0149	05/16/17	Civic Center	98.94*			1000 109 460449	343	101000
	0083	05/16/17	Building Dept.	159.06*			1000 143 420403	343	101000
32068			3391 WEED MASTERS	55.50					
	2920	05/08/17	37% Weed spray gravel area	55.50			1000 121 411230	360	101000
32069			3042 ARTISTIC LANDSCAPING,LLC	29.60					
	29250	04/26/17	37% Mow lawn	29.60			1000 121 411230	360	101000
32071			3680 FETTERHOFF, PAIGE	379.70					
	16-17	06/01/17	Reimburse Flex Daycare	379.70			7910 212970		101000
			# of Claims	114	Total:				329,179.91

Backup material for agenda item:

C. CONSENT - Ratify Claim

06/01/17
10:06:23

CITY OF LIVINGSTON
Claim Details by Fund, Account
For the Accounting Period: 5/17

Page: 1 of 1
Report ID: AP100Z

For doc #s from 31943 to 31944, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	3143 SAFETRAC	CDL Monitoring	83.80
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	3143 SAFETRAC	CDL Monitoring	315.00
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	3143 SAFETRAC	CDL Monitoring	315.00
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	3143 SAFETRAC	CDL Monitoring	83.80
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	3143 SAFETRAC	CDL Monitoring	441.95
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	3143 SAFETRAC	CDL Monitoring	492.85
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	414 E. Callender Int	3,118.80
			Total for Fund:	4,851.20
			Total:	4,851.20

06/01/17
10:07:45

CITY OF LIVINGSTON
Claim Details by Fund, Account
For the Accounting Period: 5/17

Page: 1 of 1
Report ID: AP100Z

For Doc # = 32061, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5210 WATER OPERATING	343021 METERED WATER SALES	1157 U.S. POSTAL SERVICE	Postage for City Per	1,500.00
			Total for Fund:	1,500.00
5310 SEWER OPERATING	343031 SEWER SERVICE CHARGES	1157 U.S. POSTAL SERVICE	Postage for City Per	1,500.00
			Total for Fund:	1,500.00
5410 SOLID WASTE	343041 GARBAGE COLLECTION CHARGE	1157 U.S. POSTAL SERVICE	Postage for City Per	1,500.00
			Total for Fund:	1,500.00
			Total:	4,500.00

06/01/17
10:09:13

CITY OF LIVINGSTON
Claim Details by Fund, Account
For the Accounting Period: 5/17

Page: 1 of 1
Report ID: AP100Z

For Doc # = 32070, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	211500 CASH TRANSFER	3364 CITY OF LIVINGSTON	Pool - Petty Cash	100.00
			Total for Fund:	100.00
			Total :	100.00

Backup material for agenda item:

- D. CONSENT - Approve Karla Pettit, Bob Ebinger and Kyra Ames to the Urban Renewal Agency

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

Appointed Position Seeking: URA Board

Date of Application: 4/21/17

Name: Karla Pellit
Address: 1114 Ridgerview Trl
Telephone: daytime 222-5469
Fax Number: _____

Signed: [Signature]
after 5:00 p.m.: 220 5469
e-mail address: pblivingston@wspwest.net

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

2. Are you a registered voter? yes

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

4. Describe the reasons you are interested in this appointment: I have been on the URA board for 10+ years. We have a great board right now. We are also in the process of bonding -

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

A. Occupation: business owner (Pickle Barrel)

B. Education: BS, Montana State

C. Experience: Served on the URA board 10+ yrs
BID - 5 yrs, Vision Livingston Design 17 yrs. →
(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? yes
URA - 10+ yrs. BID - 5 yrs
Vision Livingston Design - 17 yrs (all current)

7. Are you currently serving on any Community Boards? yes - see #6 above

A. If yes, please describe those boards. _____

8. Current Employer? Pickle Barrel, Livingston Owner

9. Are you available for night meetings? yes

10. Are you available for daytime meetings? yes

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

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? Conflict is a natural out come of any board. We are all professionals & we respect others opinions. Most of the time consensus →

- 4.) (the very beginning stages) The URA has just become real effective in the last couple of years & I would like to see the URA project & program continue. I believe the TIF District/URA is a wonderful program for the entire city, but very important to the building & business owners in the District.
- 5c) I have been in on all phases of the Downtown design, (which started in 1998) I was involved in the processes to set-up the TIFD & BID.
- 12.) is reached. Sometimes we agree to disagree. The voting process reflects our opinions.

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

Appointed Position Seeking: URBAN RENEWAL AGENCY

Date of Application: 4/19/2017

Name: BOB EBINGER

Signed: Bob Ebinger

Address: 128 S. YELLOWSTONE ST

Telephone: daytime 223-5290

after 5:00 p.m.: 223-5290

Fax Number: _____

e-mail address: buffalojumpictures@gmail.com

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

2. Are you a registered voter? YES

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

4. Describe the reasons you are interested in this appointment: _____

DESIRE TO CONTINUE SERVING ON URA BOARD TO ADVISE

USE OF TIF MONIES FOR DOWNTOWN INFRASTRUCTURE IMPROVEMENT

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

A. Occupation: RETIRED

B. Education: BA HISTORY: MA CINEMA! CERTIFICATE IN HISTORIC PRESERVATION

C. Experience: RESTORATION OF 3 HISTORIC PROPERTIES, MONTANA

PRESERVATION ALLIANCE BOARD: URA BOARD MEMBER

(please attach a detailed resume if desired)

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

URA BOARD, HISTORIC PRESERVATION BOARD, LIVINGSTON CITY COMMISSION 2007-06

LIV. STATE REPRESENTATIVE 2007-2011

7. Are you currently serving on any Community Boards? YES

A. If yes, please describe those boards. URA BOARD, HISTORIC PRESERVATION

8. Current Employer? SELF/RETIRED

9. Are you available for night meetings? YES

10. Are you available for daytime meetings? YES

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

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? I would state conflict and recuse myself IF

NECESSARY.

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

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

Appointed Position Seeking: URA Board

Date of Application: _____

Name: Kyra Ames

Signed: Kyra Ames

Address: 206 S. L. St.

Telephone: daytime 406-223-3959

after 5:00 p.m.: same

Fax Number: _____

e-mail address: photo@kyrames.com

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

2. Are you a registered voter? yes

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

4. Describe the reasons you are interested in this appointment: Because I currently sit on the URA Board & would like to continue making progress that the URA has been accomplishing

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

A. Occupation: photographer, investment property owner

B. Education: BA Fine Art

C. Experience: Civically active resident, URA Board member for last 4 yrs.

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? Vision Livingston & St. Andrew's Vestry

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

A. If yes, please describe those boards. _____

8. Current Employer? self

9. Are you available for night meetings? yes

10. Are you available for daytime meetings? yes

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

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? I would voice the conflict of interest & refrain from voting on the issue.

Backup material for agenda item:

- E. CONSENT - Approve Warren Mabie and Theresa Coleman to the Board of Adjustments

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

Appointed Position Seeking: Board of Adjustments

Date of Application: 2-20-17

Name: Theresa Coleman

Signed: Theresa Coleman

Address: 510 North Yellowstone St.

Telephone: daytime 223-1405

after 5:00 p.m.: same

Fax Number: 222-8701

e-mail address: t_coleman@live.com

- 1. Are you a resident of the City of Livingston? yes
- 2. Are you a registered voter? yes
- 3. Will you be at least 18 years of age at the time of the appointment? yes
- 4. Describe the reasons you are interested in this appointment: community involvement

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

A. Occupation: realtor

B. Education: Bachelor of Science - Marketing / Merchandising CSU

C. Experience: My real estate experience may be helpful in making decisions regarding zoning, variances, etc.
(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? no
I served on the Community Closet board and the Children In Need Board for Rotary

7. Are you currently serving on any Community Boards? no
A. If yes, please describe those boards.

8. Current Employer? ERIA Landmark

9. Are you available for night meetings? yes

10. Are you available for daytime meetings? yes

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

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? i would share the conflict with the board and recuse myself from any decisions related to the conflict.

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

Appointed Position Seeking: B Livingston Board of Adjustments

Date of Application: 3/2/17

Name: Warren Mabie Signed: Warren Mabie

Address: 310 S. H St.

Telephone: daytime 406-600-5282 after 5:00 p.m.: 222-2717

Fax Number: N/A e-mail address: wmabie@yahoo.com

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

2. Are you a registered voter? yes

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

4. Describe the reasons you are interested in this appointment: Community Service and interested in the current and future development of Livingston

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

A. Occupation: Landlord

B. Education: BA

C. Experience: Currently on Planning Board. Attend Liv. City Commission meetings and involvement in local issues as citizen of Livingston.

(please attach a detailed resume if desired)

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

Currently on Livingston City Planning Board

7. Are you currently serving on any Community Boards? Liv. City Planning Board

A. If yes, please describe those boards. _____

8. Current Employer? Self

9. Are you available for night meetings? yes

10. Are you available for daytime meetings? yes

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

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

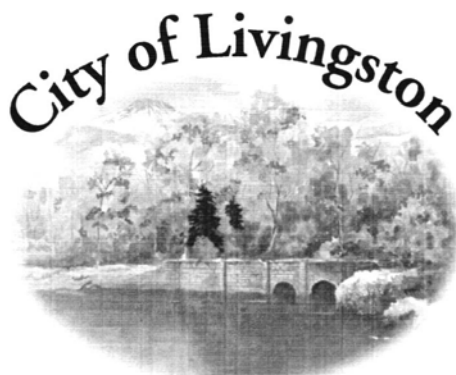
THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.

Backup material for agenda item:

- A. PROCLAMATION - Rodeo Days Proclamation

City Manager
Michael Kardoes

414 East Callender Street
Livingston, Montana 59047
(406) 222-2005 phone
(406) 222-6823 fax
citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairman
James Bennett

Vice Chairman
Dorel Hoglund

Commissioners
Mel Friedman
Quentin Schwarz
Sarah Sandberg

34

WHEREAS, the Livingston Area Chamber of Commerce is hosting Rodeo Days, in conjunction with the Livingston Round-Up Association; and,

WHEREAS, the Livingston Round-up is an annual event enjoyed by the greater Livingston community; and

WHEREAS, the theme for this year's Round-up Parade is "The Good, The Bad and The Ugly"; and

WHEREAS, the "Network Alive Business After Hours", occurs on Thursday June 29, the Thursday evening preceding the rodeo, from 5:30 p.m. until 7:30 p.m. at the Park County Fairgrounds.

NOW, THEREFORE, I, James Bennett, Chairman of the Livingston City Commission, hereby proclaim:

**June 29 - July 4, 2017
As Rodeo Days
In the City of Livingston, Montana**

Dated this 6th Day of June, 2017

**James Bennett, Chairman,
Chairman, Livingston City Commission**

**Lisa Harreld,
Recording Secretary**

LIVINGSTON
Montana

GO BEYOND YELLOWSTONE



Backup material for agenda item:

- A. RESOLUTION NO. 4728 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE STATE OF MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION.



Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Ordinance/Resolution No: 4728

Date of First Consideration/Status: June 6, 2017;

Purpose of Legislation: To allow the City Manager to sign an agreement with the State of Montana Department of Natural Resources and Conservation.

Statutory Authority/Reference: Mont. Code Ann. § 7-3-304(9) (2014)

Background: The DNRC has requested the proposed agreement with the Livingston Fire and Rescue Department to join together to fight wildfires. The City has entered into similar agreements with the DNRC in the past.

Fiscal Impact: See attached fiscal note.

Regulatory Impact (local): N/A

Attachments: Cooperative Agreement and Fiscal Note

RESOLUTION NO. 4728

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE STATE OF MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION.

WHEREAS, the Department of Natural Resources and Conservation (DNRC) has requested a Cooperative Agreement with the City of Livingston Fire and Rescue Department for assistance from time-to-time in fighting wild fires;

WHEREAS, the DNRC and the City of Livingston Fire and Rescue Department have entered into similar agreements previously, with the most recent Agreement authorized by the City Commission by Resolution No. 4587; and

WHEREAS, the Cooperative Agreement attached hereto and incorporated herein as Exhibit A sets for the terms and conditions for Livingston Fire and Rescue's assistance in fighting wildfires;

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

That the City Manager is hereby authorized to enter into the Cooperative Agreement with the DNRC attached hereto as Exhibit A.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this ____ day of June, 2017.

JAMES BENNETT - Chairman

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
City Attorney

COOPERATIVE AGREEMENT
Between
Livingston Fire & Rescue
And the
STATE OF MONTANA,
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
CENTRAL LAND OFFICE -BOZEMAN UNIT

This Cooperative Agreement is made and entered into by and between Livingston Fire & Rescue, hereinafter called the LFR and the Montana Department of Natural Resources & Conservation, Forestry Division, hereinafter called the DEPARTMENT, and effective the 1st day of June, 2017. This agreement is in effect until May 31, 2018.

The purpose of this agreement, when signed by both parties, is to acknowledge their acceptance of the equipment typing, personnel qualifications, fire business management practices, pay rates and standard operating procedures contained in the current Interagency Incident Business Management Handbook (IIBMH), NRCG Supplements and the NRCG Mobilization of Local Government Firefighting Resources guidelines, and provides reimbursement authority for the LFR.

LFR agrees that it will be ordered through the national dispatch system. If LFR accepts an assignment, it will perform the duties as detailed in the resource order at the time of dispatch.

LFR will invoice and be reimbursed for personnel costs at the firefighters' actual rates plus fringe benefits per the Collective Bargaining Agreement between the City of Livingston and Local 630, of the International Association of Fire Fighters.

Backfill costs will not be reimbursed.

LFR will invoice for all other direct costs associated with the resource order, i.e. travel, per diem, lodging and miscellaneous expenses.

All firefighters under employment of the City of Livingston are covered under Workers Compensation Insurance as provide by the Montana Municipal Insurance Authority.

This agreement does not apply to the normal, day-to-day operations of either the LFR or the DEPARTMENT, but only when LFR enters into pay status, as that term is employed in the IIBMH, NRCG Supplements and/or the NRCG Mobilization of Local Government Firefighting Resources guidelines for the DEPARTMENT.

This agreement does not affect the terms of the DEPARTMENT and LFR Initial Attack Wildland Fire Agreement.

Craig Campbell, Unit Manager
Central Land Office – Bozeman Unit
2273 Boot Hill Ct, Ste 110
Bozeman, MT 59718

Michael Kardoes, City Manager
City of Livingston
414 East Callender
Livingston, MT 59047

Date:

Date:

Backup material for agenda item:

- B. RESOLUTION NO. 4729 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING OVERNIGHT CAMPING AT MAYORS LANDING IN CONNECTION WITH THE 54TH ANNUAL YELLOWSTONE BOAT FLOAT.



Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Ordinance/Resolution No: 4729

Date of First Consideration/Status: June 6, 2017;

Purpose of Legislation: To authorize overnight camping at Mayors Landing in connection with the 54th annual Yellowstone Boat Float

Statutory Authority/Reference: N/A

Background: The Yellowstone Boat Float is an annual event along the Yellowstone River. Some of the boaters camp along the way. One of the stops along the route is Livingston, Montana. The group is requesting camping privileges at Mayors Landing from noon July 6 to noon July 7, 2017.

Fiscal Impact: N/A

Regulatory Impact (local):

Attachments: Letter from coordinator Sean McDuffee

RESOLUTION NO. 4729

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING OVERNIGHT CAMPING AT MAYORS LANDING IN CONNECTION WITH THE 54th ANNUAL YELLOWSTONE BOAT FLOAT.

WHEREAS, coordinators with the Yellowstone Boat Float have requested the City’s permission to camp overnight at Mayors Landing in connection with the 54th Annual Yellowstone boat Float (*See* letter attached hereto as Exhibit A);

WHEREAS, coordinators expect that approximately twenty (20) to thirty (30) people will camp at Mayors Landing from the evening of Thursday, July 6, 2017 to noon on Friday, July 7, 2017; and

WHEREAS, coordinators have assured City officials that no campfires will be made and that no garbage will be left behind after the campers depart on the morning of Friday, July 7, 2017.

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

That, in connection with the 54th Annual Yellowstone Boat Float, overnight camping at Mayors Landing will be temporarily permitted from the evening of July 6, 2017 to the morning of July 7, 2017.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this ____ day of June, 2017.

JAMES BENNETT - Chairman

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
City Attorney

Commissioner Bennett
City of Livingston
414 E. Callender St.
Livingston Mt, 59047

05-24-17

Dear Commissioner Bennett

I'm a coordinator with the Yellowstone Boat Float. This is the 54th annual float and will be taking place July 6-10. I'm writing in order to obtain permission to camp at Mayors Landing.

There will only be 20-30 people that would like to camp there. Most others get motel rooms in town. The exact time we would like to camp would be from noon on Thursday July 6th to noon on Friday July 7th. There would be no camp fires and it will be made sure that no garbage will be left behind.

The Yellowstone Boat Float has appreciated the use of Mayors Landing in the past and will look forward to working with the City of Livingston in the future. An email or call to let us know of your decision would be greatly appreciated. Thank you for your consideration.

Cordially,

Sean McDuffee
1045 Poly Dr.
Billings Mt, 59102
Sean.mcduffee@centurylink.com
406-696-1996

Backup material for agenda item:

- C. RESOLUTION NO. 4730 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN LIVE PERFORMANCE AGREEMENTS WITH PERFORMING ARTISTS FOR SUMMERFEST 2017.



Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Ordinance/Resolution No: 4730

Requested by: Parks & Recreation Department

Date of First Consideration/Status: June 6, 2017;

Purpose of Legislation: Resolution No. 4730 requests the City Commission’s authorization for the City Manager to enter into Live Performance Agreements (“the Agreements”) with performing artists for Summerfest 2017 (“Summerfest”).

Statutory Authority/Reference: N/A

Background: The City is sponsoring Summerfest Along the Yellowstone, a live music event that will be held at Miles Park Bandshell in Livingston, Montana on July 21, 2017. The City desires to engage several artists to perform at Summerfest, and several artists desire to perform at Summerfest. The City has agreed with each artist concerning the terms and conditions of the artist’s performance at Summerfest, all as more specifically set forth in the Agreements collectively attached to Resolution No. 4730 as Exhibit A.

Fiscal Impact: See attached Fiscal Note.

Regulatory Impact (local): N/A

Attachments: Live Performance Agreements and Fiscal Note.

RESOLUTION NO. 4730

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN LIVE PERFORMANCE AGREEMENTS WITH PERFORMING ARTISTS FOR SUMMERFEST 2017.

WHEREAS, the City is sponsoring Summerfest Along the Yellowstone, a live music event that will be held at the Miles Park Bandshell in Livingston, Montana, on July 21, 2017 (“Summerfest”), and;

WHEREAS, the City desires to engage several artists to perform at Summerfest, and several artists desire to perform at Summerfest; and;

WHEREAS, the City has agreed with each artist concerning the terms and conditions of the artist’s performance at Summerfest, all as more specifically set forth in the Live Performance Agreements (“the Agreements”) collectively attached hereto and incorporated herein as Exhibit A; and

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

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

The City Manager is hereby authorized to enter into the Agreements, copies of which are collectively attached hereto and incorporated herein as Exhibit A.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this _____ day of June, 2017.

JAMES BENNETT - Chairman

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
City Attorney

LIVE PERFORMANCE AGREEMENT
SUMMERFEST 2016

THIS LIVE PERFORMANCE AGREEMENT (this “Agreement”) is made and entered into as of the latest date set forth by a signature below, by and between **THE CITY OF LIVINGSTON, MONTANA** (the “City”), a municipal corporation and political subdivision of the state of Montana with a business address of 414 East Callender Street, Livingston, Montana 59047, and Western Skies Band (the “Artist”; and sometimes together with the City, the “Parties”), a performing artist with a mailing address of PO Box 1202, Manhattan, MT 59741.

RECITALS:

- A. The City is sponsoring Summerfest Along the Yellowstone, a live music event that will be held at the Miles Park Bandshell in Livingston, Montana on July 21, 2017 (“Summerfest”).
- B. The City desires to engage the Artist to perform at Summerfest, and the Artist desires to perform at Summerfest, all as more specifically set forth and discussed below.

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

- 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. Services. The City hereby retains the Artist to perform live music at Summerfest on the following conditions:
 - a. Date of Performance: July 21, 2017
 - b. Performance Time: 6:00PM – 7:30PM
 - c. Performance Duration: 1.5 hours (90 minutes)
 - d. Place: Miles Park Bandshell, Livingston, Montana
 - e. Fee: \$1,500.00
 - f. Artist’s Billing: Western Skies Band (How artist will be listed in advertisements.)
 - g. Set-up / Sound Check: Twenty (20) to thirty (30) minutes before performance time
- 4. City’s Responsibilities. The City shall provide a sound system and lights for the Artist’s performance. The City shall also provide the Artist with the payment required under this Agreement immediately after the Artist’s performance.

5. Nature of Relationship. The Artist states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Artist shall perform the Project as an independent contractor. The Parties agree that the City is only interested in the end result of said project, not in the method of performance, and as such, the Artist has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Artist shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.

6. Compliance with Law. The Artist agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for itself or for any employees engaged by the Artist in performance of this Agreement. The Artist hereby states that it is either covered by worker's compensation and unemployment insurance or has obtained an exemption from the Montana Department of Labor and Industry pursuant to Mont. Code Ann. §§ 39-71-401(3) and 39-51-204(2).

7. Liability. The Artist, and each of Artist's group members, shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorney fees) occurring at the Miles Park Bandshell before, during, or after the Artist's performance by (a) the Artist's (or any of Artist's group member's) failure to comply with any and all federal, state, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws applicable to the Artist's performance of this Agreement and/or activities at the Miles Park Bandshell, (b) any unlawful acts on the part of the Artist, Artist's group members, or their officers, directors, agents, employees, subcontractors, licensees, or invitees, (c) the negligent acts, errors and/or omissions or the willful misconduct of the Artist, Artist's group members, or their officers, directors, agents, employees, subcontractors, licensees, or invitees, or (d) the material breach or default by the Artist, Artist's group members, or their officers, directors, agents, or employees of any provision of this Agreement.

8. Termination. Either party may terminate this Agreement upon written notice to the other, but such termination must take place no later than thirty (30) days prior to Summerfest.

9. Notices. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
10. Modification and Waiver. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
11. Severability. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
12. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the Project and supersedes all prior agreements and understandings between the Parties with respect to the Project.
13. Interpretation. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
15. Computing Time. If a time period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the latest date set forth by a signature below.

CITY OF LIVINGSTON

Western Skies Band

Michael Kardoes
City Manager

Name: Mark Longie
Band Leader

Date

Date

LIVE PERFORMANCE AGREEMENT
SUMMERFEST 2016

THIS LIVE PERFORMANCE AGREEMENT (this “Agreement”) is made and entered into as of the latest date set forth by a signature below, by and between **THE CITY OF LIVINGSTON, MONTANA** (the “City”), a municipal corporation and political subdivision of the state of Montana with a business address of 414 East Callender Street, Livingston, Montana 59047, and The MAX (the “Artist”; and sometimes together with the City, the “Parties”), a performing artist with a mailing address of 211 S 5th Street, Livingston, MT 59047.

RECITALS:

- A. The City is sponsoring Summerfest Along the Yellowstone, a live music event that will be held at the Miles Park Bandshell in Livingston, Montana on July 21, 2017 (“Summerfest”).
- B. The City desires to engage the Artist to perform at Summerfest, and the Artist desires to perform at Summerfest, all as more specifically set forth and discussed below.

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

- 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. Services. The City hereby retains the Artist to perform live music at Summerfest on the following conditions:
 - a. Date of Performance: July 21, 2017
 - b. Performance Time: 8:00PM – 10:00PM
 - c. Performance Duration: 2 hours
 - d. Place: Miles Park Bandshell, Livingston, Montana
 - e. Fee: \$2500.00
 - f. Artist’s Billing: The MAX (How artist will be listed in advertisements.)
 - g. Set-up / Sound Check: Twenty (20) to thirty (30) minutes before performance time
- 4. City’s Responsibilities. The City shall provide a sound system and lights for the Artist’s performance. The City shall also provide the Artist with the payment required under this Agreement immediately after the Artist’s performance.

5. Nature of Relationship. The Artist states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Artist shall perform the Project as an independent contractor. The Parties agree that the City is only interested in the end result of said project, not in the method of performance, and as such, the Artist has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Artist shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.

6. Compliance with Law. The Artist agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for itself or for any employees engaged by the Artist in performance of this Agreement. The Artist hereby states that it is either covered by worker's compensation and unemployment insurance or has obtained an exemption from the Montana Department of Labor and Industry pursuant to Mont. Code Ann. §§ 39-71-401(3) and 39-51-204(2).

7. Liability. The Artist, and each of Artist's group members, shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorney fees) occurring at the Miles Park Bandshell before, during, or after the Artist's performance by (a) the Artist's (or any of Artist's group member's) failure to comply with any and all federal, state, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws applicable to the Artist's performance of this Agreement and/or activities at the Miles Park Bandshell, (b) any unlawful acts on the part of the Artist, Artist's group members, or their officers, directors, agents, employees, subcontractors, licensees, or invitees, (c) the negligent acts, errors and/or omissions or the willful misconduct of the Artist, Artist's group members, or their officers, directors, agents, employees, subcontractors, licensees, or invitees, or (d) the material breach or default by the Artist, Artist's group members, or their officers, directors, agents, or employees of any provision of this Agreement.

8. Termination. Either party may terminate this Agreement upon written notice to the other, but such termination must take place no later than thirty (30) days prior to Summerfest.

9. Notices. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
10. Modification and Waiver. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
11. Severability. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
12. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the Project and supersedes all prior agreements and understandings between the Parties with respect to the Project.
13. Interpretation. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
15. Computing Time. If a time period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the latest date set forth by a signature below.

CITY OF LIVINGSTON

The MAX

Michael Kardoes
City Manager

Name: Kyle Brenner
Band Leader

Date

Date

LIVE PERFORMANCE AGREEMENT
SUMMERFEST 2016

THIS LIVE PERFORMANCE AGREEMENT (this “Agreement”) is made and entered into as of the latest date set forth by a signature below, by and between **THE CITY OF LIVINGSTON, MONTANA** (the “City”), a municipal corporation and political subdivision of the state of Montana with a business address of 414 East Callender Street, Livingston, Montana 59047, and Acony Belles (the “Artist”; and sometimes together with the City, the “Parties”), a performing artist with a mailing address of 1122 Cruiser Ln unit B, Belgrade, MT 59714.

RECITALS:

- A. The City is sponsoring Summerfest Along the Yellowstone, a live music event that will be held at the Miles Park Bandshell in Livingston, Montana on July 21, 2017 (“Summerfest”).
- B. The City desires to engage the Artist to perform at Summerfest, and the Artist desires to perform at Summerfest, all as more specifically set forth and discussed below.

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

- 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. Services. The City hereby retains the Artist to perform live music at Summerfest on the following conditions:
 - a. Date of Performance: July 21, 2017
 - b. Performance Time: 4:00PM – 5:30PM
 - c. Performance Duration: 1.5 hours (90 minutes)
 - d. Place: Miles Park Bandshell, Livingston, Montana
 - e. Fee: \$900.00
 - f. Artist’s Billing: Acony Belles (How artist will be listed in advertisements.)
 - g. Set-up / Sound Check: Twenty (20) to thirty (30) minutes before performance time

4. City's Responsibilities. The City shall provide a sound system and lights for the Artist's performance. The City shall also provide the Artist with the payment required under this Agreement immediately after the Artist's performance.

5. Nature of Relationship. The Artist states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Artist shall perform the Project as an independent contractor. The Parties agree that the City is only interested in the end result of said project, not in the method of performance, and as such, the Artist has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Artist shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.

6. Compliance with Law. The Artist agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for itself or for any employees engaged by the Artist in performance of this Agreement. The Artist hereby states that it is either covered by worker's compensation and unemployment insurance or has obtained an exemption from the Montana Department of Labor and Industry pursuant to Mont. Code Ann. §§ 39-71-401(3) and 39-51-204(2).

7. Liability. The Artist, and each of Artist's group members, shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorney fees) occurring at the Miles Park Bandshell before, during, or after the Artist's performance by (a) the Artist's (or any of Artist's group member's) failure to comply with any and all federal, state, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws applicable to the Artist's performance of this Agreement and/or activities at the Miles Park Bandshell, (b) any unlawful acts on the part of the Artist, Artist's group members, or their officers, directors, agents, employees, subcontractors, licensees, or invitees, (c) the negligent acts, errors and/or omissions or the willful misconduct of the Artist, Artist's group members, or their officers, directors, agents, employees, subcontractors, licensees, or invitees, or (d) the material breach or default by the Artist, Artist's group members, or their officers, directors, agents, or employees of any provision of this Agreement.

8. Termination. Either party may terminate this Agreement upon written notice to the other, but such termination must take place no later than thirty (30) days prior to Summerfest.
9. Notices. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
10. Modification and Waiver. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
11. Severability. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
12. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the Project and supersedes all prior agreements and understandings between the Parties with respect to the Project.
13. Interpretation. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
15. Computing Time. If a time period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a

Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the latest date set forth by a signature below.

CITY OF LIVINGSTON

Acony Belles

Michael Kardoes
City Manager

Name: Chelsea Hunt
Band Leader

Date

Date

CITY OF LIVINGSTON FISCAL NOTE

Ordinance # _____
Resolution # 4730

Fiscal Analysis Assumptions

These contracts are for performers for the 2017 Summerfest. Contracts are for the following amounts:
Western Skies Band - \$1500.00
The Max - \$2500.00
Acony Belles - \$900.00

<u>Costs by Object</u>	<u>FY 18</u>	<u>FY 19</u>	<u>FY 20</u>
Personnel			
Operating	\$ 4,900	\$ -	\$ -
Capital			
Debt Service			
Total Costs	<u>\$ 4,900</u>	<u>\$ -</u>	<u>\$ -</u>

<u>Funding Source</u>	<u>FY 18</u>	<u>FY 19</u>	<u>FY 20</u>
Fund Name Summerfest	\$ 4,900	\$ -	\$ -
Total	<u>\$ 4,900</u>	<u>\$ -</u>	<u>\$ -</u>

Signature Paige M. Fetterhoff
Date 6/1/2017

Backup material for agenda item:

- D. RESOLUTION NO. 4731 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH BRADY PRO SOUND FOR SUMMERFEST 2017.



Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Ordinance/Resolution No: 4731

Requested by: Parks & Recreation Department

Date of First Consideration/Status: June 6, 2017;

Purpose of Legislation: Resolution No. 4731 requests the City Commission’s authorization for the City Manager to enter into a General Services Agreement (“the Agreement”) with Brady Pro Sound for Summerfest 2017 (“Summerfest”).

Statutory Authority/Reference: N/A

Background: The City is sponsoring Summerfest Along the Yellowstone, a live music event that will be held at Miles Park Bandshell in Livingston, Montana on July 21, 2017. The City engaging music artists to perform at Summerfest and the City requires an independent contractor to help the artists with sound at Summerfest. Brady Pro Sound is engaged in the business of providing sound for concerts, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the sound services and is ready, willing and able to undertake and perform sound services at Summerfest under the terms and conditions contained in the Agreement.

Fiscal Impact: See attached Fiscal Note.

Regulatory Impact (local): N/A

Attachments: General Services Agreement and Fiscal Note.

RESOLUTION NO. 4731

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH BRADY PRO SOUND FOR SUMMERFEST 2017.

WHEREAS, the City is sponsoring Summerfest Along the Yellowstone, a live music event that will be held at Miles Park Bandshell in Livingston, Montana on July 21, 2017 (“Summerfest”); and

WHEREAS, the City is engaging music artists to perform at Summerfest and the City requires an independent contractor to help the artists with sound at Summerfest; and

WHEREAS, Brady Pro Sound is engaged in the business of providing sound for concerts; independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the sound services and is ready, willing and able to undertake and perform sound services at Summerfest under the terms and conditions contained in the General Services Agreement (the “Agreement”) attached hereto and incorporated herein as Exhibits A; and Code of Ordinances, City of Livingston, Montana provides that the City of Livingston’s water and sewer systems can be extended;

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

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

The City Manager is hereby authorized to enter into the Agreement with Brady Pro Sound for Summerfest 2017, which document is attached hereto and incorporated herein as Exhibit A.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this _____ day of June, 2017.

JAMES BENNETT - Chairman

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
City Attorney

CITY OF LIVINGSTON FISCAL NOTE

Ordinance # _____
 Resolution # 4731

Fiscal Analysis Assumptions

- This agreement for sound services will not exceed the contracted amount of \$1,200, to be paid after services are rendered. In addition, the City will pay the cost of two hotels rooms for one night each (estimated \$160 per room per night).
- This expense will be budgeted for in the FY18 SummerFest Fund.

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

<u>Costs by Object</u>	<u>FY 18</u>	<u>FY 19</u>	<u>FY 20</u>
Personnel			
Operating	\$ 1,520		
Capital			
Debt Service			
Total Costs	\$ 1,520	\$ -	\$ -

<u>Funding Source</u>	<u>FY 18</u>	<u>FY 19</u>	<u>FY 20</u>
Fund Name SummerFest	\$ 1,520	\$ -	\$ -
Total	\$ 1,520	\$ -	\$ -

Signature Paige M. Fetterhoff
 Date 6/1/2017

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the latest date set forth by a signature below, by and between the **CITY OF LIVINGSTON, MONTANA**, a municipal corporation and political subdivision of the state of Montana with its principal office located at 414 East Callender Street, Livingston, MT 59047 (hereinafter referred to as the “City”), and **BRADY PRO SOUND**, an entity with a principal business address of 4312 Appaloosa Drive, Helena, Montana 59602 (hereinafter referred to as the “Contractor”); and together with the City, the “Parties”).

RECITALS:

- A. The City is sponsoring Summerfest Along the Yellowstone, a live music event that will be held at the Miles Park Bandshell in Livingston, Montana on July 21, 2017 (“Summerfest”).
- B. The City is engaging music artists to perform at Summerfest, and the City requires an independent contractor to help the artists with sound at Summerfest.
- C. The Contractor desires to provide sound services at Summerfest, all as more specifically set forth and discussed below.
- D. The Contractor is engaged in the business of providing sound for concerts, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the sound services and is ready, willing and able to undertake and perform sound services at Summerfest under the terms and conditions contained in this Agreement.

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

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Contractor agrees that all hiring will be on the basis of merit and qualifications and that the Contractor will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

3. SCOPE OF WORK/SERVICES. Contractor shall provide sound services for Summerfest, which services shall include, but shall not be limited to, providing the necessary sound equipment, sound system setup, transportation and breakdown, together with engineering and mixing (collectively, the “Sound Services”).

4. NATURE OF RELATIONSHIP.

- a. The Contractor states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Contractor shall perform the Sound Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Sound Services, not in the method of performance, and as such, the Contractor has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Contractor shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
- b. The Contractor agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Contractor in performance of this Agreement.
- c. The Contractor hereby states that it is either covered by worker’s compensation and unemployment insurance or has obtained an exemption from the Montana Department of Labor and Industry pursuant to Mont. Code Ann. §§ 39-71-401(3) and 39-51-204(2).
- d. The Contractor, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.

5. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. The Contractor represents and warrants as follows:

- a. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Sound Services as set forth in this Agreement.
- b. It has inspected the job site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Sound Services.
- c. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, performance and furnishing of the Sound Services.
- d. It has reviewed this Agreement and has entered into this Agreement based solely upon its own knowledge, inspection, and judgment, and not upon any representations or warranties made by the City or its officers, employees, or agents.
- e. It will undertake the Sound Services according to accepted industry standards and practices.

6. PAYMENT.

- a. The Contractor shall perform its obligations under this Agreement for the contract price of one thousand two hundred and no/100 dollars (\$1,200.00). The City also agrees to provide the Contractor with two (2) hotel rooms for one (1) night. The City shall pay the Contractor within fourteen (14) days after the Contractor's full performance under this Agreement.
- b. In the event the Contractor seeks payment or compensation for services not included in this Agreement, the Contractor must seek prior written authorization from the City before such expenditure is incurred. If the Contractor fails to obtain prior written authorization, the Contractor shall not be entitled to payment for the unauthorized services.

7. TERMINATION OF AGREEMENT. Either party may terminate this Agreement upon written notice to the other, but such termination must take place no later than thirty (30) days prior to Summerfest.

8. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Contractor shall indemnify the City, its officers, employees, agents and representatives against any and all claims, actions, costs, fees (including but not limited to attorney fees and all defense costs), losses, liabilities or damage of whatever kind or nature arising from or related to Contractor's performance of this Agreement and Contractor's services under this Agreement. In the event a claim should be brought or an action filed against the City with respect of the subject of this Agreement, Contractor agrees that the City may, at its election, employ attorneys of its own selection to appear and defend the claim or action on behalf of the City, at the expense of the Contractor. City, at its option, shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the City.

9. INSURANCE. During the term of this Agreement, Contractor shall be responsible for maintaining, at its sole expense, insurance coverage. The Contractor shall provide the City with certificates of insurance demonstrating such insurance coverage and the certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage. The certificates of insurance shall also name the City as an additional insured. In addition to any other insurance mentioned in this Agreement, the Contractor shall maintain a comprehensive public liability insurance policy, including automobile coverage, insuring against loss and for damages for personal injury or death and/or property loss, damage or destruction arising out of or in connection with the performance of this Agreement by the Contractor, its officers, agents and employees with the minimum liability limit of \$750,000.00 per claim and \$1,500,000.00 for each occurrence.

10. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.

11. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any

subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.

12. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
13. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties with respect to the Sound Services and supersedes all prior agreements and understandings between the Parties with respect to the Sound Services.
14. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
15. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
16. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of any third party, including contractors, subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the contractor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.
17. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.

- 18. COMPUTING TIME. If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

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

CITY OF LIVINGSTON

BRADY PRO SOUND

 Michael Kardoes
 City Manager

 Name: _____
 Its: _____

 Date

 Date

Backup material for agenda item:

- E. RESOLUTION NO. 4732 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN A COLLECTIVE BARGAINING AGREEMENT WITH THE MONTANA PUBLIC EMPLOYEES ASSOCIATION LIVINGSTON POLICE UNITY FOR FISCAL YEAR 2017 THROUGH 2018.



Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Ordinance/Resolution No: 4732

Date of First Consideration/Status: June 6, 2017;

Purpose of Legislation: Resolution No. 4732 requests the City Commission’s authorization for the City Manager to sign Collective Bargaining Agreement with the Montana Public Employees Association – Livingston Police Unit for fiscal year 2017 through 2018.

Statutory Authority/Reference: Mont. Code Ann. § 7-3-304 (9) (2015), and Title 39, Chapter 31 of Montana Code Annotated.

Background: The City of Livingston and the Montana Public Employees Association – Livingston Police Unit have entered into the collective bargaining process. Through the process, the parties devised the Collective Bargaining Agreement attached to Resolution No. 4732 as Exhibit A. The new CBA, which has been approved by the Livingston Police Unit, sets for the terms and conditions for employment for fiscal years 2017 through 2018.

Fiscal Impact: See attached Fiscal Note.

Regulatory Impact (local): N/A

Attachments: Collective Bargaining Agreement and Fiscal Note.

RESOLUTION NO. 4732

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN A COLLECTIVE BARGAINING AGREEMENT WITH THE MONTANA PUBLIC EMPLOYEES ASSOCIATION LIVINGSTON POLICE UNIT FOR FISCAL YEARS 2017 THROUGH 2018.

WHEREAS, the City of Livingston and the Montana Public Employees Association Livingston Police Unit have entered into the collective bargaining process; and

WHEREAS, following the collective bargaining process, the parties devised the Collective Bargaining Agreement attached hereto and incorporated herein as Exhibit A, which documents sets forth the terms and conditions for employment for Fiscal Years 2017 through 2018; and

WHEREAS, the Livingston Police Unit has approved the Collective Bargaining Agreement attached hereto as Exhibit A.

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

That the City Manager is hereby authorized to enter into and execute the Collective Bargaining Agreement with the Montana Public Employees Association – Livingston Police Unit for Fiscal Years 2017 through 2018, which agreement is attached hereto as Exhibit A.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this ____ day of June, 2017.

JAMES BENNETT - Chairman

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
City Attorney

CITY OF LIVINGSTON FISCAL NOTE

Ordinance # _____
 Resolution # 4732

Fiscal Analysis Assumptions

- Base Pay Increases FY 18: 2.0%
- Increase in Health Insurance Stipend to \$757.
- Increase in Uniform Allowance to \$1,000.
- All other changes should have no budgetary impacts.
- For FY18 an FTE was added to both Police and Dispatch. The figures below represent the total increase in

<u>Costs by Object</u>	<u>FY 18</u>	<u>FY19</u>	<u>FY 20</u>
Personnel	\$ 123,942	\$ -	\$ -
Operating			
Capital			
Debt Service			
 Total Costs	 <u>\$ 123,942</u>	 <u>\$ -</u>	 <u>\$ -</u>

<u>Funding Source</u>	<u>FY 18</u>	<u>FY19</u>	<u>FY 20</u>
Fund Name General Fund	\$ 60,206		\$ -
Fund Name Police Pension	25,084		-
Fund Name PERS	2,160		-
Fund Name Health Insurance	9,336		-
Fund Name Dispatch	27,156		-
 Total	 <u>\$ 123,942</u>	 <u>\$ -</u>	 <u>\$ -</u>

Signature Paige M. Fetterhoff
 Date 6/1/2017

Collective Bargaining Agreement
Between
The City of Livingston
And
The Montana Public Employees
Association Livingston Police Unit

FY –2017-2018

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PREAMBLE

This Agreement, made and entered into this _____day of _____, 2017, by and between the CITY OF LIVINGSTON, hereinafter referred to as the Employer, and the Montana Public Employees Association (MPEA) Livingston Police Unit, hereinafter referred to as the Association. In consideration of the mutual covenants herein set forth, the Employer and the Association agree and shall be bound as follows:

ARTICLE 1. – RECOGNITION

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

Part time employees will not be hired to replace the 6 full time Communications Officer positions.

ARTICLE 2. - UNION SECURITY

All present employees covered by this Agreement who do not make application for membership in the Association within thirty (30) days after ratification of this agreement shall, as a condition of employment, pay to the Association a representation fee as determined by MPEA. New and re-hired employees shall from date of employment comply with this requirement. Employees who fail to comply with this requirement shall be discharged by the Employer within ten (10) calendar days after receipt of written notice from the Association. It will be the responsibility of the Employer to inform the Association of any addition to the Association or change in status of an employee in or out of the Association. This information will be made available to the Association immediately after the change occurs in writing as to when the change occurred.

Any dispute between a member and the Association pertaining to the amount of dues or representation fees is not subject to the grievance procedure contained in this contract. The Employer is not a party to such dispute.

ARTICLE 3. - DUES ASSIGNMENT

Upon written authorization of any employee of the Employer and who is covered by this written Agreement, the Employer shall deduct from the pay of the employee the monthly amount of dues or representation fees as certified by MPEA and forward the aggregate amount to MPEA.

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

ARTICLE 4. - NON-DISCRIMINATION

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

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

ARTICLE 5. - WORKING CONDITIONS

A. Workday - Workweek - Shift Rotation

1. Workday - A scheduled workday for patrol officers or detectives shall not exceed ten (10) hours of work in any twenty-four (24) hour period. A scheduled workday for sergeants shall not exceed eight (8) hours of work in any twenty-four (24) hour period. A scheduled workday for communications officers shall not exceed eight (8) hours in any twenty-four (24) hour period.
2. Workweek - The workweek shall be a fixed and regular recurring seven (7) day period. In accordance with the City Policy Manual, the workweek is agreed to run from Sunday (0000 hours) through Saturday (2400 hours). The City reserves the right to modify the workweek, as necessary, with at least 30 days notice to the Union.

3. For communications officers and sergeants, an employee's work period shall consist of a regularly recurring five (5) consecutive days of employment followed by two (2) consecutive days off. Regular part time communications officers will receive two (2) consecutive days off each workweek.
4. For patrol officers, an employee's work period shall consist of a regularly recurring four (4) consecutive days of employment followed by three (3) consecutive days off.
5. The School Resource Officer (SRO) will work five (5) eight (8)hour shifts during the school year, Monday through Friday. The SRO's schedule may be modified by the employer, in compliance with any contractual agreement with the school district, in the event of an emergency situation or to address unforeseen staffing shortages within the department. During the summer months, and times when school is not in session, the SRO will work regular patrol shifts as assigned by management.
6. Except in emergency situations, employees will not be required to work over fourteen (14) consecutive hours and will be guaranteed at least eight (8) hours off, other than training, court, or call out in the event of an emergency. This limitation may be waived by mutual consent between the employee and management.
7. Patrol Officers are guaranteed rotation of shifts approximately every sixty (60) days, to coincide with the beginning of each odd month of the year; that is, shift rotations will occur in the first week of January, March, May, July, September, and November. Shifts are defined as: 7:00 a.m. – 5:00 p.m., 5:00 p.m. – 3:00 a.m., and 9:00 p.m. - 7:00 a.m. The shifts 11:00 a.m. – 9:00 p.m. and 2:00 p.m. – 12:00 a.m. may be filled as conditions permit and at the convenience of management. The Association and the Employer agree that the Employer can modify shifts in response to a departmental need.
8. Sergeant's shifts are defined as: 12:00 a.m. - 8:00 a.m., 8:00 a.m. – 4:00 p.m., and 4:00 p.m. – 12:00 a.m., beginning each Monday at 8:00 a.m. through Saturday at 8:00 a.m.
9. Normal rotation for patrol officers and sergeants will be forward; that is, to the next occurring shift in the duty day.
10. The department will attempt to appoint and schedule a day shift detective and an afternoon shift detective, contingent upon adequate

staffing levels and departmental needs. The day shift detective will normally work the scheduled hours of 8:00 a.m. - 4:30 p.m., Monday through Thursday, with flexible hours outside this schedule as necessary to complete 40 hours in a work week. The afternoon shift detective will normally work the scheduled hours of 4:00 p.m. – 2:00 a.m., Wednesday (4:00 p.m.) through Sunday (2:00 a.m.). Hours of work may be flexible, as approved or assigned by management, based on the needs of the department. A Detective may be assigned patrol duties as necessary to fill vacant shifts or to accommodate staffing shortages.

11. Any abnormal changes which are to be made must be made in writing notifying the affected employee(s) within a reasonable time period, except in the case of an emergency.
12. The above shifts may be restructured by mutual consent of both of the parties.
13. Employees will be allowed to trade shifts as long as both parties agree and by approval of management. To maintain proper supervision, patrol officers may not trade shifts with sergeants if the trade will result in more than one sergeant working the same shift, leaving another shift without a sergeant on duty. In no event shall the City of Livingston be responsible for the payment of additional overtime or other premium pay incurred by any employee as a result of the shift trade. Employees shall be paid for the hours they are scheduled to work, including holiday or premium pay. Employees trading shifts for one (1) full consecutive work week or longer will be paid for the hours they actually work, including any premium pay.
14. Parking Attendant - Parking Attendants will work a maximum of five (5) days a week.
15. Management hereby agrees that it will, subject to Management's budget and operational constraints, reasonably attempt to have no less than two patrol officers on duty at all times, particularly during the hours of 7:00 p.m. and 3:00 a.m. and during times where certain community events or other activities may contribute to the need for more than one officer.
16. During a normal 40 hour duty work week, four (4) hours of a Canine handler's time worked is allocated to care of their assigned police service dog and equipment (9 hour work shifts = 36 hours duty time + 4 hours at home time to care for the canine = 40 hour work week).

17. Management hereby agrees that it will, subject to Management's budget and operational constraints, reasonably attempt to have no less than two dispatchers on duty at all times, particularly during the hours of 10:00 a.m. and 2:00 p.m. and during times where certain community events or other activities may contribute to the need for more than one dispatcher.

B. Association Privileges.

1. The Association shall be allowed the use of the facilities of the Employer for meetings when such facilities are available and the meeting would not interfere with the business of the Employer.
2. Authorized Representatives of the Association will be allowed to visit the work area of employees during working hours, with the approval of the Shift Supervisor, and confer on employment related matters to the extent that such visits do not unduly disrupt the work activities of the Department.
3. The Employer shall provide reasonable bulletin board space for the use of the Association in communicating non-political matters with its members with the exception of internal union election notices.
4. PARKING SPACES: Evening and Night Communications Officers shall be provided with a specifically designated parking place in the lot on the south side of the City County building. Said space is to facilitate the safety and well being of the Communications Officers after the hours of darkness.
5. All employee personnel files will be kept confidential and in accordance with the City of Livingston Policy and Procedures Manual. Employees retain the right to examine their personnel file during normal office hours.
6. The canine officer is assigned a specially equipped take home patrol vehicle that may be used for official business, including traveling to and from authorized training and transporting the police canine as authorized by the Chief of Police.
7. Upon the disbanding the canine unit, removal of a canine from service, or retirement of a canine, the Employer shall give the officer to whom the dog is assigned the first chance to purchase the canine from the City for one dollar. An officer who purchases a canine under this section shall assume all responsibility for the canine thereafter.

ARTICLE 6. - HOLIDAYS

1. Full time employees, except Sergeants, will be compensated at the rate of eight (8) hours pay at their basic hourly wage for all herein specified holidays. Regular part time employees will receive prorated holiday pay based on the number of regularly scheduled work hours. This holiday compensation will be reflected in the employees' base pay and is considered part of their base salary as specified in Addendum "A" of this agreement.
2. The following days will be recognized as compensated holidays:
 - New Year's Day - January 1
 - Martin Luther King Day - third Monday in January
 - President's Day - third Monday in February
 - Memorial Day - last Monday in May
 - Independence Day - July 4
 - Labor Day - first Monday in September
 - Columbus Day - second Monday in October
 - Veteran's Day - November 11
 - Thanksgiving Day - fourth Thursday in November
 - Christmas Eve (Sergeants only)
 - Christmas Day - December 25
 - Employee's birthday (Except Sergeants)
 - State General Election Day (when applicable)
3. If an employee, other than a Sergeant, whose birthday falls on a holiday, has to work on that holiday, the employee shall receive an extra day off as compensation. The day off will be mutually agreed upon by the employee and management. For purposes of pay, the holiday will be treated as one.
4. All employees will be paid an additional straight time pay at their regular hourly wage, in addition to their regular base salary, for all hours actually worked on a holiday. All employees will be paid at two times their regular hourly wage, in addition to their base salary, for overtime hours worked on a holiday. For the purposes of this section, holiday work hours shall begin at 12:01 a.m. and end at 12:00 a.m. (midnight) 24 hours later. Example: An employee who works from 1700 hours on Christmas Day until 0300 hours on December 26th as part of their regular 40 hour work week will be compensated for 7 hours additional holiday pay in addition to their regular wage.
5. In lieu of holiday pay, Sergeants will receive paid days off for all designated holidays.

ARTICLE 7. - LEAVES

A. Annual Leave

1. All full time employees hired after 19 November 1990 earn paid vacation as follows:

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

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

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

This is the beginning of the 11th year of employment (10 years and first day) through the completion of 15 years of employment with the City.

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

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

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

This is the beginning of the 21st year of employment (20 years and first day) and over.

3. A regular part time employee is entitled to prorated vacation benefits after working the qualifying period of six months. A temporary employee does not earn vacation leave credits.

4. Vacation credits may not be accrued to a total exceeding two times the maximum number of days earnable annually at the end of any calendar year. Any accumulation of annual vacation leave in excess of this total at the end of the calendar year must be used in the first ninety (90) days of the next calendar year or be forfeited. Employees terminating employment with the city will receive compensation for the unused vacation leave accrued provided the probationary period has been completed. Compensation for unused vacation will be paid at the present rate of pay, not including overtime.
5. Vacations must be approved by the Supervisor and the Department Head and should be scheduled as soon as possible in the calendar year and entered on the Department vacation calendar. Vacation requests may be denied due to lack of available staffing to cover scheduled shifts, lack of adequate supervision, or other situations where approval would adversely impact operations of the department.

B. Sick Leave

1. All regular full-time employees earn sick leave from the first day of employment; however, they are not entitled to use paid sick leave until they have been employed continuously for the qualifying period of 90 days. Employees who are sick before they finish the qualifying period may ask their supervisor to grant paid sick leave with the understanding that their leave balance will be affected if their employment is terminated before completing the qualifying period. Employees may use sick leave for personal illness or physical incapacity, sickness of immediate family member, or death in the immediate family of the employee (refer to bereavement leave). Immediate family is defined as the employee's spouse, any member of the employee's house hold, or any parent, child, grandparent, or grandchild, and corresponding step or in-law relationships. Sick leave benefits shall apply to bona fide cases of sickness, accidents, doctor or dental appointments, maternity/paternity leave, and requests for the employees' presence due to immediate relatives' illness or emergency. Falsification of illness or injury, or abuse of sick leave may result in disciplinary action.
2. Full time employees will be credited with one (1) day per month (8 hours) up to twelve (12) working days per year (96 hours) for sick leave at regular pay. Part time employees receive pro-rated sick leave credit. For calculating sick leave, 2,080 hours (52 weeks X 40 hours) equals one year. Sick leave must be credited at the end of each pay

period. Employees may not accrue sick leave while in a leave-without-pay status. There are no restrictions as to the number of hours of sick leave credits that may be accumulated after the qualifying period of 90 continuous days employment has been satisfied.

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

8. An employee who has passed their probationary period, and separates from the City, shall be entitled, upon termination, to cash compensation pay-out for unused leave equal to one-fourth of the accumulated sick leave. The payout will be based upon the employee's salary at time of termination.

C. Funeral Leave

1. Upon the death of a member of the employee's immediate family, employees shall receive up to three (3) working days (not to exceed 30 working hours for employees working scheduled 10-hour shifts or 24 working hours for all other employees) funeral leave within a seven (7) calendar day period for travel within 300 miles. Full time employees shall receive up to five (5) working days (not to exceed 40 working hours) funeral leave within a seven (7) calendar day period for travel in excess of 300 miles. All funeral leave consists of full pay, not to be counted against the employee's vacation or sick leave. Immediate family shall include: Spouses, partners, ex-spouses where minor children are in the custody of the surviving spouse, children, fathers, mothers, grandparents, brothers, sisters, step parents, step siblings, and the corresponding "in-law" relationships.
2. Regular part time employees will receive the same funeral leave benefits as regular full time employees.

D. Other Leaves of Absence

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

E. Jury Duty

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

ARTICLE 8. - HEALTH, SAFETY AND WELFARE

- A. The health and safety of the employees shall be reasonably protected while in the service of the Employer. The Employer shall carry Workers Compensation on its employees. Employees are required to immediately report all personal

injuries received in the course of employment, or as soon as the injury becomes apparent, except where an employee is unable to report.

- B. Industrial Accident/a.k.a. Workers' Compensation: Any employee who is injured in the performance of his duties, so as to necessitate medical or other remedial treatment and render him unable to perform his duties shall be paid by the City the difference between his full salary and the amount he receives from workers' compensation until his disability has ceased, as determined by workers' compensation, or for a period not to exceed one (1) year, whichever shall first occur. Payment of such a partial salary shall be discontinued if the officer is disabled for an undetermined duration and is granted a disability retirement allowance. If an application for such a retirement allowance is not made by the officer, application therefore may be made by the City Manager. If the City Manager makes such application it must be supported by a physician's opinion. Whenever, in the opinion of the City, supported by a physician's opinion, the officer is able to perform specified types of temporary light duty, in accordance with City policy, payment of his regular partial salary amount shall be discontinued if he refuses to perform such temporary light duty when it is available and offered to him.
- C. False Arrest Insurance
1. The Employer agrees to provide a false arrest insurance plan.
- D. Medical Examinations/Health Screening
1. Employees may, at their option, undergo a routine wellness screening as determined by the City and by a health care provider of the City's choosing. The city will determine the type of screening, frequency, and location. Employees will receive advance notice of the date and time, and, once notified shall make reasonable accommodation to participate. For employees covered by City group health insurance, the City will pay the deductible, or co-payment portion of those costs directly attributable to the approved medical examination or screening. If the employee is not in the City Health Insurance group, then the City will pay the entire cost of the physical.
- E. Job safety hazards will immediately be brought before a supervisor or the department head for their review and correction. He/she will take action to correct the hazard within a reasonable time. Miscellaneous items that can be corrected by the employee will remain their responsibility to do so.

ARTICLE 9. - OVERTIME AND CALL-OUT

A. Overtime

1. Overtime will be scheduled and/or assigned to fill vacant shifts, provide adequate staffing or otherwise meet operational needs. Management reserves the right to adjust regularly scheduled shifts to start and end earlier or later to accommodate a shift vacancy. Example: A 2100-0700 hours shift may be adjusted to 1900-0500.
2. Overtime hours will be posted on the respective department bulletin board if the hours become available at least 72 hours in advance. All eligible employees may sign up for posted overtime hours. If more than one (1) employee applies, seniority will prevail (employees will not be allowed to work over 14 consecutive hours or have less than 8 consecutive hours time off). If nobody signs up prior to 72 hours before the shift, the overtime will be assigned in reverse order of seniority (The least senior employee who is scheduled off that day). This person will be listed on the overtime sign up sheet, and be assigned to work unless someone else signs up. For Dispatch, if no one signs up for the open shift, it will be split in half between the Communication Officer on the shift immediately preceding the open shift and the Communication Officer immediately following the open shift.
3. Overtime that becomes available within 72 hours of the scheduled time to be worked will be offered on a seniority basis, giving preference to the employee with the most seniority who volunteers to work the entire number of hours. If nobody volunteers to work, the shift will be assigned to the least senior employee who is scheduled for that day off. For Dispatch, if no one signs up for the open shift, it will be split in half between the Communication Officer on the shift immediately preceding the open shift and the Communication Officer immediately following the open shift.
4. If nobody volunteers to work an entire shift, the hours may be split as agreed upon by eligible employees and with seniority prevailing.
5. Overtime hours that are 4 hours or less may be assigned to employees whose shifts are in conjunction with the overtime hours if nobody volunteers to work.
6. Pre-approved vacations or other absences may be taken into consideration when assigning overtime to the least senior employee.

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

chooses to pay for their own training, the employee must receive authorization to be absent from work if the training is during work hours.

3. While an employee is attending the MLEA Basic Course, the employee will be compensated at the regular rate of pay, with all other employment benefits, for 40 hours in a workweek. An employee will not be paid for time spent during training over 40 hours in a workweek.

G. Continuing Education Reimbursement

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

ARTICLE 10. - POLICIES AND PROCEDURES, RULES AND REGULATIONS

The Employer agrees to furnish each employee here under with a copy of the City Policy and Procedures Manual, Departmental Policy and Procedure Manual, Rules and Regulations and other policies of employment, and agrees to furnish each employee with a copy of any changes. LPDEA employees hereby adopt the City of Livingston Personnel Policy and Procedures Manual in effect July 2015, including the Alcohol and Controlled Substance Use and Testing, and subsequent revisions, and agree to comply with all provisions that do not conflict with this agreement. The Association agrees to appoint a representative to the City Policy and procedures Review Committee to review the manual and forward recommendations to the City Manager for approval.

ARTICLE 11. - MANAGEMENT RIGHTS

- A. The City and its management retains all rights to manage and operate its organization. Such rights shall include such areas as, but not be limited to:
 - Direct employees
 - Hire, promote, transfer, assign, and retain employees;
 - Relieve employees from duties because of lack of work, or funds or under conditions where continuation of such work would be inefficient and nonproductive;
 - Maintain the efficiency of government operations;
 - Determine the methods, means, job classifications and personnel by which government operations are to be conducted;
 - Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
 - Establish the methods and processes by which work is performed. These rights shall not abrogate the terms of this agreement set forth in other Articles.

- B. As a new civilian employee, the first six (6) months are a probationary term. As a new Police Officer, the first one (1) year is a probationary term. At any time before the end of the probationary term, the City Manager may revoke such appointment in accordance with law.

- C. In order to accommodate a reasonable amount of training, management may alter the canine handler’s work hours or work schedule as necessary, and as scheduling allows, to allow flexible and variable canine training hours that are required to maintain working

proficiency. Authorized training hours will be documented by the canine handler and are considered part of the 40 hour work week. Unless specifically authorized ahead of time, additional training time is considered voluntary. The canine handler agrees to attend an annual 40 hour refresher training and recertification course with an approved nationally accredited NAPWDA Master Trainer (preferably Excel Canine Services, Inc. or otherwise meeting standards as recommended in any purchasing agreement with a canine service) to maintain NAPWDA certification in patrol related and special purpose areas. This refresher training and recertification will be considered mandatory training, with the City paying wages and expenses in accordance with Article IX, Section C of this agreement.

ARTICLE 12. – SENIORITY

- A. There shall be three (3) seniority lists, one for each work area – (1) Sworn Officers (authority to arrest), (2) Non-sworn employees, Communications, and (3) Non-sworn employees, Parking enforcement. The list shall be posted on the bulletin board and revised as necessary.
- B. Employees shall have the right to protect their seniority designations if they believe an error has been made.
- C. Part time employees will earn seniority based upon .5 FTE per year.
- D. Lay-offs caused by reduction in force shall be in order of seniority within the work area within the respective Department; that is, the employee last hired shall be the first released. Full time and part-time employees who are scheduled to be released shall be given at least ten (10) working days notice. All recalls to employment shall likewise be in order of seniority within the work area within the respective Department; that is, the last employee released as a result of reduction in force shall be the first rehired. The Employer shall notify such employees to return to work and shall furnish the Association Secretary a copy of such notices. If the employee fails to notify the Employer within ten (10) working days of his/her intention to return to work, the employee shall be considered as having forfeited his/her right to re-employment.

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

ARTICLE 13. – DISCIPLINE

- A. Upon suspected violation of federal, state or local laws, City policies or procedures, employee conduct/behavior/performance standards, or department policies, procedures or rules and regulations, the employee may be subject to disciplinary action. Discipline will be for good cause. A discipline guide was mutually developed and agreed upon during the 2015 negotiation process.

- B. Procedure
 - 1. Allegations of wrong-doing shall be investigated by the department head, or his/her designee, such as a supervisor, or as directed by the City Manager.
 - 2. As determined during the investigative process, the employee will be advised of the allegation and shall be given an opportunity to voluntarily respond orally or in writing.
 - 3. If an investigative interview is requested, the employee will be notified in writing of the time and location. They will be given reasonable advance notice and informed in writing of the suspected violation and in general terms what the interview will be regarding. The City may compel employees to answer questions. Refusing to answer questions upon demand is considered insubordination and will subject an employee to disciplinary action up to and including termination. Investigative interviews will be audio recorded.
 - 4. In situations where disciplinary action may be taken, employees have the right to request an attendee of their choosing (ie. union representative, co-worker, attorney) to be present during any interview. The attendee is permitted to clarify questions being asked to the employee and give advice to the employee, but they cannot bargain with the City, answer questions for the employee, prevent the employee from answering questions, advise the employee to give false or misleading answers, or otherwise interfere with or disrupt the investigation.
 - 5. Employees are afforded protection under the "Garrity Rule," in which compelled statements made to the City under threat of disciplinary action, and pursuant to an internal investigation, will be used for internal purposes only and will not be used against the employee as part of any criminal investigation.

- 6. Upon completion of the investigation, the department head and/or their designee will notify the employee in writing that the investigation has been completed and scheduling a time and place to meet for the purpose of discussing the investigative findings and to give the employee an opportunity to provide any additional or clarifying information.
 - 7. During a followup meeting with the department head and/or their designee the employee will be provided written notice of the findings, to include specific disciplinary action, if any. The employee will sign the document as proof of receipt and a copy will be provided to them.
 - 8. If an employee disagrees with a specific instance of discipline or termination action, the employee has the right to add a rebuttal letter to the documentation placed in the personnel file for the corresponding disciplinary action. The rebuttal letter must be received by the city within ten (10) working days of the final disciplinary action. The rebuttal will be placed in the personnel file with no additional comment, investigation, or removal of objected materials by the City. Lack of review and/or comment regarding a rebuttal by the City does not indicate agreement with its contents.
 - 9. At any time during the investigation, the employee may be placed on paid administrative leave. This shall not be considered a disciplinary action.
- C. If discipline is warranted, it will be rendered in one of the following forms:

1. **Verbal Counseling**

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

The record of verbal counseling will be given to the employee, one copy will be retained in a file maintained by the supervisor, and one copy will be forwarded to a 'record of verbal counseling file' maintained by Human Resources. Human Resources will retain a record of verbal

counseling for a period of one (1) year, after which time the record of verbal counseling will be destroyed. If a second disciplinary issue, of the same nature or of a different nature than the first instance, occurs within one (1) year of the first instance, the first record of verbal counseling (found in the 'record of verbal counseling file') will be placed permanently in the employee's personnel file, along with documentation of the second disciplinary issue.

2. **Written Reprimand**

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

3. **Suspension (without pay)**

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

4. **Demotion - Loss of Duty**

The City Manager and/or their designee will document the problem in a letter to the employee and indicate the specific conditions of the

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

5. **Termination**

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

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

ARTICLE 14. - GRIEVANCE PROCEDURE

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

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

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

STEP III - If the employee is not satisfied with the department head's response, or the department head fails to respond, the employee may appeal in writing to the City Manager within ten (10) working days of the department head's decision or failure to respond. The City Manager will review the grievance and the decisions of the Supervisor and department head and may call a meeting with the grievant and his/her representative. A decision will be communicated to the employee within fifteen (15) working days.

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

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

ARTICLE 15.- JOB POSTING

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

ARTICLE 16.- COMPENSATION

- A. Salaries and Wages - Conditions relative to and governing wages, salaries, longevity, and other benefits not previously covered in the Agreement, are contained in Addendum A of this Agreement, which is attached and by this reference made a part hereof as though fully set forth herein.

- B. Equal Pay for Equal Work / Working Out of Classification.
 - 1. In the event a Shift Commander (Sergeant) is absent from an assigned shift, a senior officer will be in charge. When there is no Sergeant is on shift, the senior officer on duty will be paid an additional \$1.25 per hour for actual hours worked during the absence of the Shift Commander. The senior officer is determined to be the patrol officer, excluding the Chief of Police, Assistance Chief of Police, and the detective (unless assigned to patrol duties) who has the most longevity with the department. If this absence exceeds two (2) work weeks, or 80 consecutive working hours, the senior officer shall receive the Shift Commander rate of pay starting on the third work week, retroactive to the first day, and continue until a Shift Commander returns to the shift. When the Sergeant is on shift, with the senior officer, the Senior Officer will basically function as a regular patrol officer.

 - 2. During the absence of a Communications Supervisor from an assigned shift, the senior communications officer working that shift will be paid an additional \$1.25 per hour for actual hours worked when a Communications Supervisor is unavailable for consultation by phone. The senior communications officer is determined to be the communications officer, excluding the Communications Coordinator, who has the most longevity with the department. If this absence exceeds two (2) work weeks, or 80 consecutive working hours, and the senior communications officer has been performing the duties of the Communications Supervisor without telephone assistance or other assistance, the senior communications officer shall receive the Communications Supervisor rate of pay starting on the third work week, retroactive to the first day, and continue until a Communications

Supervisor returns to the shift. When the Communications Supervisor is on shift, with the senior communications officer, the senior communications officer will basically function as a regular communications officer.

- C. Paid Sick, Vacation and funeral leave used in place of regular work hours shall be counted as hours worked.
- D. The City of Livingston shall provide one hundred (100) rounds of handgun ammunition, twenty five (25) rounds of rifle ammunition, and twenty five (25) rounds of shotgun ammunition per month for target practice. Management may issue the monthly ammo during specified training or formal practice sessions to ensure that ammo is being used for appropriate training purposes. Exception to the distribution policy may be granted by the Chief of Police in special circumstances.
- E. The City shall provide a two to four (2-4) hour block of instruction each month for training purposes. Training will be conducted under the guidance and planning of management, but all uniformed personnel are encouraged to provide input to the department head on training subjects. Absences must be approved by the administration prior to training. The Employer reserves the right to cancel no more than three trainings per calendar year.

ARTICLE 17. - WAGES, CERTIFICATIONS, ETC.

- A. The attached base pay schedule, specified as Addendum "A", is part of this contract and reflect the following general base pay wage increases for all employees.
 - 1. All employees will receive a 2.0%base wage increase starting 7/1/2017
- B. Patrol Officer Pay Classifications
 - 1. Probationary Patrol Officer - A newly hired officer who has not completed their one year probationary period.
 - 2. Patrol Officer I Classification - An officer who has completed their one year probationary period and has been appointed to permanent status.
 - 3. Patrol Officer II Classification – An officer who has 4 years of service and has successfully completed 200 hours of POST certified schooling (not including MLEA basic training hours).

- 4. Patrol Officer III Classification – An officer who has 6 years of service and possesses Post Intermediate Certification.
 - 5. Lateral Transfer - For purposes of pay classification only, a newly hired officer who possesses or is eligible to possess Montana POST Basic Certification may assume the appropriate pay classification if they meet the criteria based on their experience with another law enforcement agency.
- C. All non sworn employees covered by this Agreement, both full time and part time employed on or before April 1, 1998 shall be “Grandfathered” and continue with the base pay range effective July 1, 1997. Those employed after April 1, 1998 will be covered by the new base pay range effective July 1, 1998.

D. DEPARTMENT CERTIFICATIONS:

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

a. Police Officer Only:

(1)	P.O.S.T Advanced	25.00
(2)	P.O.S.T. Instructor's Certification	20.00
(3)	Field Training Officer (FTO) while working with a probationary officer	.75 per hour
(4)	P.O.S.T. Command	25.00
(5)	P.O.S.T. Administrative	25.00

b. Communications Officers Only:

(1)	P.O.S.T. Supervisory	25.00
(2)	P.O.S.T. Command	25.00
(3)	P.O.S.T. Administrative	25.00
(4)	Terminal Agency Coordinator	25.00
(5)	Dispatch Teletype Criminal History Level	25.00
(6)	EMD	25.00

c. Certifications Available to all Department Personnel:

(1)	Maintenance of First Responder	50.00
(2)	First Responder Instructor	60.00
(3)	EMT	80.00

(4)	Possession of Associate's Degree (any discipline)	5.00
(5)	Possession of Baccalaureate Degree (any discipline) or Associate's Degree in Law Enforcement or Criminal Justice	10.00
(6)	Possession of a Baccalaureate Degree in Law Enforcement or Criminal Justice	15.00

2. Personnel achieving more than one medical-related certification shall be compensated at the highest value.
3. Designated School Resource Officer(s) shall receive a stipend of \$150 per month
4. Designated Detective (s) shall receive a stipend of \$300 per month.
6. The LPDEA and the City agree that an employee's overall health profile is a significant factor in the retention of employees. Both parties agree to improve and maintain the health of LPDEA members by instituting a Wellness Initiative as set forth herein based on the Coopers Standards physical agility testing. Participation in this initiative is voluntary. Employees who choose to participate will be awarded compensation hours for successfully passing the agreed upon tests.

a. Tests will include:

- (1) Sit ups: The test is administered by lying prone on your back, knees bent at a 90% angle, heels flat to the floor, hands cupped behind the head and fingers interlaced until the little fingers at least touch each other. Move to the up position, touching the elbows to the knees, then return to the lying prone position until the shoulder blades touch the floor. The employee shall not raise their hips off the floor to gain momentum to perform the sit up. The score shall consist of the total number of complete sit ups in one minute.
- (2) Push ups: The test is administered by starting in the prone position, with the palm of the hands directly in line with the outer edge of the shoulders, thumbs under the shoulders and arms extended. The feet are no more than eight inches apart with toes touching the floor. The back and legs are rigid and in line from heels to shoulder blades and to the back of the head. Start in the up position and lower body towards the floor with back straight and rigid until the chest touches a block (or fist)

then pushes back up to the start position. This shall be competed repetitively for one minute. The score shall consist of the total number of completed push ups in one minute. Optional "modified push ups" may be administered to females. Modified push ups are administered with the female employee starting with knees on the floor and ankles crossed, with the palm of the hands directly under the shoulders and arms extended. The remainder of the push ups are the same.

(3) 1.5 mile run: Employees will run a prescribed and mutually agreed upon 1.5 miles course in the least amount of time possible. Score is determined by actual minutes and seconds recorded from the time of start to the prescribed finish line. An option is from the Sacajawea Park area, along River Drive, onto View Vista Drive and then east terminating at or near Mayor's Landing.

b. Tests will be administered by management approximately every 6 months in the spring and fall, most likely November and May during suitable weather for running outside. The first test will be administered in July. Tests will be conducted during the same day and in close proximity to one another, with the date and time announced two weeks prior by posting a notice on the bulletin board and via e-mail to all employees.

c. Employees must pass each test at the 50th percentile to be awarded compensation time. Compensation time awarded will be based on the average percentile of all three tests (add test scores, then divide by 3). Employees are eligible to receive compensation time following the successful completion of testing each 6 months. The following matrix will be used for awarding compensation time:

- 50th percentile 9 hours for each 6 month period
- 60th percentile 14 hours
- 70th percentile 18 hours
- 80th percentile 23 hours
- 90th percentile 27 hours
- 95th percentile 31 hours
- 99th percentile 36 hours

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

E. LONGEVITY

1. Each Police Officer, Communications Officer and Parking Enforcement Officer shall receive ½% of their monthly base wage per month for each year of employment dating from the employee's anniversary date of employment.

F. INSURANCE

1. The City will pay, subject to the flex plan rules, \$757 starting 7/1/2017 toward this health insurance coverage into a FLEX Plan account for full time employees. If an employee is receiving enough Insurance contribution from the City to pay at least the single rate, then that employee must be enrolled in the group plan.
2. If a part time employee works at least an annual average of 20 hours per week, the City will pay the difference between employee prorated insurance benefit to provide single health insurance coverage under the City of Livingston group, and no additional FLEX Plan benefit.
3. If an employee works less than an annual average of 20 hours per week, that employee shall have one of the following options:
 - a. Pay the difference between employee prorated insurance benefit to receive single health insurance coverage under the City of Livingston group.
 - b. Not receive group health insurance coverage, nor any prorated insurance benefits.
4. The employee shall pay for any increase in premium amounts over those above the City's contribution. The City may change carriers providing substantially the same coverage, however any changes in coverage would be mutually agreed upon between both parties.

G. UNIFORMS ALLOWANCE

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

- 3. Regular part time employees will receive the same uniform allowance as regular full time employees.

H. SHIFT DIFFERENTIAL

- 1. All employees working between the hours of 7 p.m. until 7:00 a.m. shall receive an additional one dollar (\$1.00) per hour.
- 2. Communications Officers shall receive an additional fifty cents (0.50) per hour for all shifts, as compensation for their being unable to leave the Law Enforcement Center.

I. CELL PHONE ALLOWANCE FOR OFFICERS

- 1. The City recognizes that cell phones are a valuable tool for officers in the performance of their duties. Officers who possess a personal cell phone and consistently utilize it for official business shall receive \$10 per month, paid quarterly, compensation pay to offset their personal costs.

J. COMMUNICATIONS OFFICERS CAREER LADDER

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

ARTICLE 18. - RESIDENCY

Employees shall be subject to the residency requirement set forth in Section 4.4.12 of the City of Livingston Personnel Policy and Procedures Manual.

ARTICLE 19. - NO STRIKE - NO LOCKOUT

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

ARTICLE 20. - SAVINGS CLAUSE

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

ARTICLE 21. - TERMS OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2017 until June 30, 2018.

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

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

IN WITNESS WHEREOF THE PARTIES HERETO, Acting by and through their respective and duly authorized officers and/or representative, have hereto set their hands and seals on this _____ day of _____, 2017.

FOR THE CITY OF LIVINGSTON

FOR THE LIVINGSTON POLICE
DEPARTMENT EMPLOYEES
ASSOCIATION

Michael Kardoes, CITY MANAGER

Wayne Hard, PRESIDENT

ATTEST:

Lisa Harreld, Recording Secretary

Heather Hopkin, NEGOTIATOR

DARCY DAHLE, MPEA FIELD REP

QUINTON NYMAN
MPEA EXECUTIVE DIRECTOR

Addendum A – 911 Communications Officers Schedule

Below is the agreed upon schedule for operations of 911 Communications:

Shift	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
11p/7a	a	a	e	e	a	a	a
7a/3p	c	b	b	b	b	b	e
8a/4p	f	f	f	f	f	c	c
3p/11p	d	d	d	d	e	e	d
4p/mid	g	c	c	g	g	g	g
mid/8	h			h	h	h	h
Designated Shift Supervisor Shifts: b, d and e							

Bidding

Shift bidding is to be completed by seniority with most senior having first choice and then bid in order by most seniority to least.

ADDENDUM C – Discipline Guide

Remains same as Contract 2015-2017.

Backup material for agenda item:

- A. DISCUSS/APPROVE/DENY - Sewer extension request for Lulich property

City Manager
Michael Kardoes

414 East Callender Street
Livingston, Montana 59047
(406) 222-2005 phone
(406) 222-6823 fax
citymanager@livingstonmontana.org
www.livingstonmontana.org



Chairman
James Bennett

Vice Chairman
Dorel Hoglund

City Commissioners
Mel Friedman
Quentin Schwarz
Sarah Sandberg

May 22, 2017

MEMORANDUM

TO: City Manager

FROM: Public Works Director/Director of Building & Planning

SUBJECT: Request for sewer extension; Lalich

Mr. Kardoes,

This request is being initiated due to the Department of Environmental Quality rule that requires development to use public utilities when they are within five-hundred feet. In this case Mr. Lalich is proposing to build one additional home on property owned by his mother. Mr. Lalich has indicated that he cannot justify the cost of the sewer extension for a single home and likely would not build if the use of public sewer is required.

After reviewing this request, we believe that it is in the best interest of all affected parties for the City to deny the proposed extension. The potential area that would be served is small, and the construction would require the removal of a large patch of mature trees which line the Elkhorn Lane right-of-way. By denying this request, Mr. Lalich can go back to DEQ and try to work out an onsite solution which satisfies State regulations.

LIVINGSTON
Montana

GO BEYOND YELLOWSTONE

Will Lalich
2307 Sun Ave.
Livingston, MT 59047

City of Livingston – Public Works
Shannon Holms
330 N. Bennett St.
Livingston, MT 59047

Shannon:

My mother purchased the property at 4 Leighton Rd about 3 years ago. She has decided that she would like to do a family land conveyance of one acre to my wife and I. For us to move forward with the process we need to sort out how we will handle the sewer needs. We request a decision from the City of Livingston regarding the extension of the water & sewer main located approximately

160' from what would be our property line. Thank you for your help in this matter and I will look forward to hearing from you soon.

Sincerely,

Will Lalich

Backup material for agenda item:

- B. DISCUSS/APPROVE/DENY - Approve Urban Renewal Agency grant approval in the amount of \$8,800.00 for Bob's Outdoor Inc. for exterior tuck pointing of brick building, sills, corbels and repainting

Applicant Organization Name: Michelle Chapel, Bob's Outdoor, Inc.
114 North Main, Livingston, MT 59047, 222-1954

Project Title: Bob's Outdoor Exterior Tuck Pointing of Brick Building, Sills, Corbels & Repainting

Project Summary: Proposal #1 Stucco Tech: Exterior Scraping of Paint on the Front of the Building & Just Around the Corner of Both Sides, Fixing Corbels & Sills, Mortaring Front, Sides & Back, Ready for Paint

Proposal #2 Local Color: Exterior Painting of Bob's Outdoor, Prime/Paint, and Prep, Prime, & Paint "Bob's Outdoor" sign

The restorative work will significantly improve the safety and appearance of Bob's Outdoor building.

Statement of Condition/Need: The building's exterior is in significant need of restorative repair and these improvements will provide the stability to the building. The improvements will also enhance the historical uniqueness of North Main Street in Livingston.

Project Work Plan: These two projects will be done in two stages. The first being the exterior scraping and tuck pointing along with the corbels and sills. The second stage will be the painting of the building and the repainting of the sign.

The two phases of the proposals will approximately be one month and will be done according to weather conditions. The projects may begin in May 2017 and would be completed then or by Fall 2017.

Proposal #1 will be completed by Tony Tecca of Stucco Tech of Livingston. The exterior paint does contain lead and Tony is lead certified and will follow proper procedure in containing the lead. Proposal #2 will be completed by Al Nyhart of Local Color of Livingston.

Project Budget/Financial Information:	Proposal #1 Stucco Tech	\$12,904.00
	Proposal #2 Local Color	<u>\$ 4,700.00</u>
	Total	\$17,604.00

Amount Requested: \$8,800.00

Livingston Urban Renewal Agency Grant Application

http://www.livingstonmontana.org/working/docs/URA_Grant_App_revised_2_16.pdf

*Due 10 days before the URA meeting at which the application will be discussed.
Cover Sheet Information to include:*

Applicant Organization: Michelle A. Chapel, Bob's Outdoor, Inc.

Organization Tax Status: Corporation

Project Title: Bob's Outdoor Exterior Tuck Pointing of Brick Building, Sills, Corbels + Repainting

Key Contact (name, title, address, e-mail, telephone): Michelle Chapel, President
114 N. main, Livingston, M

Project Start Date: April or May 2017 or 222-1954
(depending upon weather). Fall 2017.

Project End Date: by Fall 2017.

Amount Requested: \$8,800.⁰⁰

Breakdown of what the total will be used for:

1/2 of Proposal # 1: Exterior Scraping of Paint on the front of the Building + just around sides, fixing corbels + sills, mortaring front sides + back, ready for paint. \$1,2904

1/2 of Proposal # 2: Exterior Painting of Building and Bob's Outdoor Sign repainted \$4700

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.

PROPOSAL #1**Stucco Tech**

**1106 W. Park PBM 112
Livingston, Mt. 59047
Office 406-222-0455
Cell 406-223-0214
Email stuccotec@aol.com
November 4, 2016**

BOB'S OUTDOOR BUILDING

**Bob's Outdoor
114 North Main Street
Livingston, Mt. 59047
406-222-1954
E-mail mtkowboy@aol.com**

EXTERIOR SCRAPING OF PAINT**ON THE FRONT OF BUILDING & JUST AROUND THE CORNER OF
BOTH SIDES, FIXING CORBELS & SILLS MORTARING FRONT,
SIDES, & BACK READY FOR PAINT**

Consists of: a 60 foot man lift, scraping off old paint, replacing deteriorated brick with matching brick, a bonding agent over corbels & sills, rebuild areas of corbels & sills with Arcustone stone laid over all corbels, & sills so they match. This bid includes masking of ground, a man lift, All labor & materials to perform said project. When finished the front will be ready for paint. In the event this proposal is accepted a specific contract will be delivered which will require signatures in order for this to be a binding contract. This bid is good for 30 days of proposal date. After 30 days bid will be adjusted to reflect any price increases.

Bid amount: \$12,904.00

Proposal

117

Local color
120 North E St
Livingston MT
59047

ph. 223-3074

PROPOSAL SUBMITTED TO: <i>Shelley</i>	JOB NAME	JOB #
ADDRESS <i>Bob's Outdoor</i>	JOB LOCATION <i>Livingston mt</i>	
	DATE <i>3-20-17</i>	DATE OF PLANS
PHONE #	FAX #	ARCHITECT

We hereby submit specifications and estimates for: *exterior painting of Bob's outdoor*

- *PRIME / PAINT using Pittsburgh Gipper (PRIMER) and Sherwin Williams "Emerald" as TOP COAT*
- *prep, PRIME, PAINT sign*

Price includes all labor & material

** does not include any staging or lifts*

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ *4700.* *four thousand seven hundred* Dollars

with payments to be made as follows: *upon completion*

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted *anyhous - local color*

*Note - this proposal may be withdrawn by us if not accepted within *30* days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

Backup material for agenda item:

- C. DISCUSS/APPROVE/DENY - Approve Urban Renewal Agency grant approval in the amount of \$18,500.00 for grant request for Grabow Building boiler

Livingston Urban Renewal Agency Grant Application

Applicant Organization: Grabow Building Condominium Association
(11208 Commercial Condominium)

Organization Tax Status: Condominium Association

Project Title: Boiler For Livingston Historic Downtown Building

Key Contacts: (name, title, address, email, telephone):

Cami Barnard, Owner in the Condominium Association;

204 E. Callender St, Livingston MT 59047

206-718-3880

Patricia Grabow, Managing Member of the Condominium Association

204 E. Callender St, Livingston MT 59047

406-222-5214

Project Start Date: Early Summer (When the weather breaks as the building will not need to be heated).

Project End Date: Completed installation is expected to be under one month time.

Amount Requested: Half of \$39,900 (or \$19,950)

Breakdown of what the total will be used for: Please see proposal.

Include a concise project description:

- Creates energy efficiency under the URA program.
- For the supply and installation of one Weil-McClain LGB-8, cast iron, natural gas fired, low pressure steam boiler. Herein is excluded all labor and materials for the existing broiler and proper disposal of therof. Also, including here-in are allowances for all piping, electrical, and control materials necessary to connect the new boiler to the existing "systems" of the structure. Start-up, initial observation, and setup of the new boiler is included. As well as an adequate window of maintenance to insure proper operation.

Statement of Condition/Need:

- Murphy Brothers Service has determined that the existing boiler will not last another season.
- Boiler is essential to the operation of a significant building in downtown Livingston, the Grabow.
- Included is Murphy Brothers Service proposal. Their address is 119 S 6th, Livingston MT 59047 406-223-5740.

Project Work Plan:

1. Grabow Building Association met November 15th, 2015 and voted to replace the existing boiler.
2. Murphy Brothers Service measured every radiator in the Grabow building in the fall of 2015 to determine the specifics needed for the new boiler. Those measurements are on file with Mark Murphy, Boiler Master.
3. Grabow Building Condominium Association enquired about and primary approval for a loan with Bank of the Rockies.
4. Early summer Murphy Brothers Service will spend a necessary period of time to take out the old boiler and install the new one.

Project Budget/Financial Information:

70% of \$39,900 or \$29,930 to start and then the balance of \$11,970 is due on completion of project. Grabow building condo association plans to borrow the entire amount for the boiler and be reimbursed by half of the cost by the original board if approved by the Urban Renewal Agency.

MURPHY BROTHERS SERVICE

119 So. 6th St.
Livingston, Montana 59047
(406)223-5740

Proposal #:

Proposal Submitted To: <i>Grabow Hotel</i>	Phone: <i>220-1056</i>
Street: <i>East Callender St.</i>	Job Name: <i>Grabow Hotel</i>
City, State and Zip Code: <i>Lv., MT.,</i>	Job Location: <i>"</i>
Architect:	Job Phone: <i>220-1056</i>

We hereby submit specification and estimates for:

For The supply and installation of one (1) Weil-McCain LGB-8, cast iron, natural gas fired, low pressure steam boiler. Here-in is included all labor and materials for the removal of the existing boiler and proper disposal thereof. Also included herein, are allowances for all piping, electrical & control materials necessary to connect the new boiler to the existing 'systems' of the structure. Start-up, initial observation & set-up of the new boiler is included. As well as an adequate window of maintenance to insure proper operation.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of

\$ 39,900⁰⁰ DOLLARS

Payment to be made as follows

<i>70%</i>	<i>70%</i> Deposit upon acceptance of Proposal TO START	\$0 00 <i>27,930⁰⁰</i>
	20% Upon Approval of Installation	\$0 00
	Balance Due Upon Completion	\$0 00 <i>11,970⁰⁰</i>

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written and will become an extra charge over and above the estimate. All agreements contingent on strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

[Signature]
MARK MURPHY

This proposal may be withdrawn by us if not accepted in (14) Fourteen days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are hereby authorized to do the work as specified. Payment will be made as outlined above.

Signature:

[Signature]
Managing Member

Date of Acceptance: *3/9/16*

Signature:

Backup material for agenda item:

- D. DISCUSS/APPROVE/DENY - Approve Urban Renewal grant approval in the amount of \$2,790.00, for Cerberus Properties grant request for insulation, window and door replacement

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: Cerberus Properties, LLC aka The Obsidian Collection
Kristen Galbraith and Kendra Anderson

Organization Tax Status: LLC – EIN #: 81-1808830

Project Title: Insulation, Window and Door Replacement

Key Contact: Kristen Galbraith – Co-Owner; PO Box 1766 or 108 North 2nd Street; Livingston, MT 59047
406-220-9600; galbraithkristen@gmail.com

Project Start Date: March 2017

Project End Date: May 2017

Amount Requested: \$2,790 (1/2 of total estimates of work activities)

Breakdown of what the total will be used for:

- \$1,320 – Door/Window Costs
- \$280 – Door/Window Paint and Paint Labor
- \$740 – Door/Window Installation/Material Costs
- \$3,240 – Bio-Seal Insulation Costs

The total estimate for this work is \$5,580 and the URA Grant request is for half of that amount.
Estimates are included in *Attachment A*.

Vendor	Description of Services	Total
Nevin's Glass	1 Window	\$ 335.00
	1 Door	\$ 985.00
Riverside & John Olson	Paint (\$40) and Labor for Door/Window	\$ 280.00
	Trim (\$240)	
Bent Construction	Installation of Door/Window/Materials and Prep for Insulation with some Materials	\$ 740.00
Bio-Seal	Insulation	\$ 3,240.00
Total Expenses		\$ 5,580.00
Total Approved URA Funding - Requested Amount from Cerberus		\$ 2,790.00

Applicant Organization Name: Cerberus Properties, LLC

Project Title: Back Building Energy Efficiency Project – Window, Door and Insulation

Project Summary: As per the priority areas established by law for URA projects, the proposed project qualifies because it is being pursued to “repair or rehabilitate deteriorated or deteriorating structures and improve infrastructure, facilities and equipment leading to an increase in the health and safety of the downtown district.”

The project will rehabilitate and repair deteriorated portions of an historic building on 2nd Street at 108 North 2nd Street with the addition of an energy efficiency rated window and door, as well as provision of insulation in the back 1/3 of the building where no insulation has been in the past. The building was recently purchased after sitting vacant for seven years. The front 1/2 of the building is being leased to the Obsidian Collection. The Obsidian moved to the new location after 23 years of serving locals and tourists on Main Street. An additional office space was created and provides a space for Wild Poppy Beauty Bar – the owner offers facial, waxing and micro-dermal services.

The owners have already addressed several public improvements including installing an ADA accessible door to the public bathroom (which is used an average of ten times per day from May through September and four times per day from October through April), providing outside seating on the sidewalk area in front of the building and removing bolts that were protruding out of the sidewalk area in three sections (serious tripping hazard). Hanging flower baskets (in the summer) and a dog watering station (year-round) have also been added to the front area of the building. With previous funding assistance through the URA Program, a new awning and five new energy efficient windows were installed and the front façade was painted (\$5,527 of URA funding); and, presently work on the side façade because of tree root and flooding issues is being complete (\$4,400 of approved – but not reimbursed – URA funding). Photos of recent improvements and ongoing project activities are included as *Attachment B*.

We realize that this is the third request in the past 12 months for URA assistance for funding. While other entities are able to finance the entirety of their projects all at once and only make one URA total request, our financial position is not as robust and therefore requires multiple applications to the URA, as funds to pay for the different project phases become available.

This project serves to replace a broken window and very damaged/aged doors at the back of the building. Replacement of the single-pane non-operational windows will provide energy-efficient benefits including reduction in energy costs by lowering heating and cooling costs. The project will also address insulation issues by having foam insulation blown into the back portion of the building as well as some xxx-rated batting placed on interior walls (both wall areas and the ceiling area to the roof). Spray-on polyurethane foam insulates 50% better than traditional insulation materials. Adding to polyurethane foam’s popularity is its sealant properties - acting as a moisture, mold and noise barrier - as well as its efficiency in application. Photos of the existing issues are included as *Attachment C*.

There are no construction lien's associated with the building and the applicants understand that they will be required to obtain all necessary permits and inspections and pay any associated fees.

Statement of Condition/Need:

This project serves to repair and rehabilitate deteriorated portions of a historic building and improve energy efficiency with new window, door and insulation installation. The building was left to sit empty for seven years before it was recently purchased, and no upkeep or maintenance was performed during this time. Over time, the doors developed large gaps and cracks and the window was broken and later boarded over with plywood. The average temperature at the back of the building is 55 degrees in summer (refreshing) and winter (not-so-refreshing).

Project Work Plan:

The plan is to remove the old, broken window and aged door at the back side (the doors are being donated to a local company for use in repurposing as slider doors and/or parts of new furniture pieces). The insulation will be installed and blown in during that same time period. The project completion date is likely on or before May 1, 2017.

Project Budget/Financial Information:

This grant application is requesting funds for \$2,790 (50% of the total project costs) to assist with a new window, door, insulation and miscellaneous materials and labor.

Available contractor's bids and other estimates have been included as *Attachment A* of this application.

Attachment A

Contractor/Project Estimates



Invoice

P.O. Box 1093
231 S Main Street
Livingston MT 59047

Date	Invoice #
3/23/2017	9472

Bill To
The Obsidian 108 N 2nd Street Livingston MT 59047

Ship To
EBM Order #4841833

222-3170 www.nevinsglass.com

P.O. Number	Terms	Due Date
	Net 30	4/22/2017

Quantity	Item Code	Description	Price Each	Amount
1	Doors	5-0 x 6-8 Double Door Smooth Paintable Fiberglass Half Glass with 2 Panels 6'9" x 6'6" Pre Hung Painted Grade Out Swing Jamb Delivered - Not Installed Painting Done By Others	985.00	985.00
			Total	985.00

Nevin's House of Glass, Inc. shall be entitled to reasonable attorney fees incurred in collecting past due accounts. Past due accounts will be charged 1 1/2% per mo finance charge (18% per annum)

Invoice



P.O. Box 1093
231 S Main Street
Livingston MT 59047

Date	Invoice #
3/23/2017	9473

Bill To
The Obsidian 108 N 2nd Street Livingston MT 59047

Ship To
Milgard Warranty# 3017309 March 2017

222-3170 www.nevinsglass.com

P.O. Number	Terms	Due Date
	Net 30	4/22/2017

Quantity	Item Code	Description	Price Each	Amount
1	Vinyl Window	Milgard Montecito Tan Vinyl Single Hung Window RO: 21 1/4 x 48 4th Surface HP Energy Package U-Value .28 Half Screen Delivered - Not Installed	335.00	335.00
			Total	335.00

Nevin's House of Glass, Inc. shall be entitled to reasonable attorney fees incurred in collecting past due accounts. Past due accounts will be charged 1 1/2% per mo finance charge (18% per annum)

Bio Seal

Urethane Specialites - Coating - Insulation - Pipeline Support - Contracting Services

Greg Parks and Jamie Richard

PO Box 1125

Livingston, MT 59047

406.222.1331

406.223.9149

R-50 Loose Attic Core-Bond Insulation - 42.5' x 22.5' x 36"	\$ 1,820.00
R-50 Batting for Walls - 14' x 38.5' x 12"	\$ 1,420.00

Total Estimate**\$3,240.00**

We can decrease cost if you
go with less " on loose ins
in attic area space but
R-value goes way down.

Call me with questions.

Jamie

Attachment B

Previous Improvement Photographs



Window replacement, signage installation and awning installation preparations - June 2016.



Outer front façade with new windows, paint, benches and awning - November 2016.

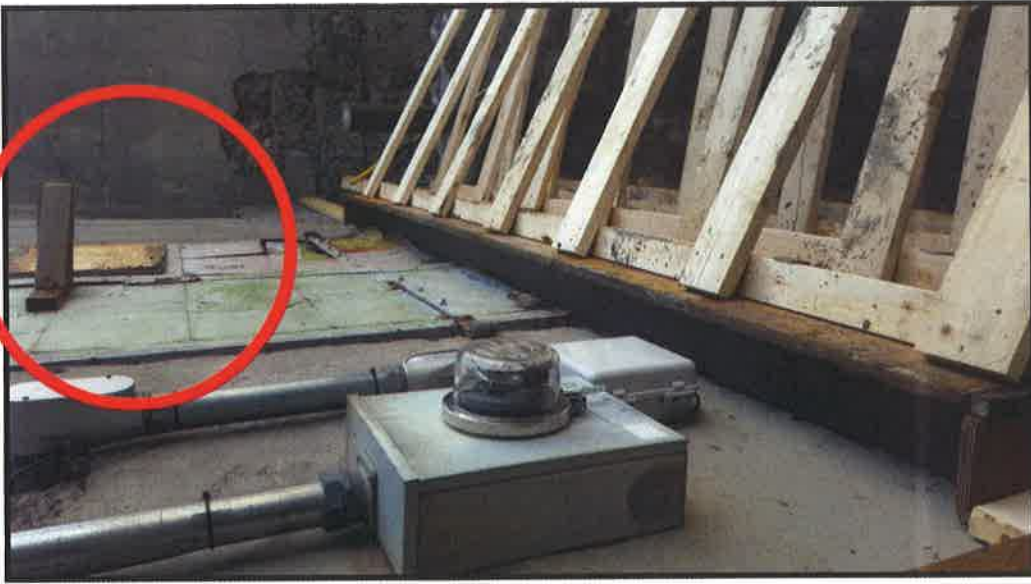


Existing basement wall (facing north) where water drains through the concrete/rock structure during rain and snow events.



Attachment C

Existing Conditions Photos



○ Old Window

□ Old Door

Closeup on
Door Detail



Window Area
at Present

Backup material for agenda item:

- E. DISCUSS/APPROVE/DENY - Approve Urban Renewal Agency grant approval in the amount of \$49,615.00 for grant request for 103 North Main building renovation

Livingston Urban Renewal Agency Grant Application

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http://www.livingstonmontana.org/working/docs/URA_Grant_App_revised_2_16.pdf

*Due 10 days before the URA meeting at which the application will be discussed.
Cover Sheet Information to include:*

Applicant Organization: Susannah McLean, Building Owner

Organization Tax Status: Private Owner / Business: Susannah McLean

Project Title: 103 N Main Street Building Renovation

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

Susannah McLean, Owner / 103 N Main Street, Livingston, MT 59047 / susannahmclean630@gmail.com / (267) 241-7029

Project Start Date: April 20, 2017 (pending permit approval)

Project End Date: July 20, 2017

Amount Requested: Total: \$73,821.00 (See breakdown of individual items below)

Breakdown of what the total will be used for:

1. Rehabilitate blighted property / Improve energy efficiency: Renovate existing building exterior/front building facade at Main Street level; Upgrade to new energy efficient (low-E) storefront windows at Main Street level; Rehabilitate existing historic front upper double-hung wood windows (\$31,468.00 / 2 = **\$15,734.00**)
2. Improve energy efficiency: Upgrade building mechanical / heating system throughout the building interior at basement and main floor levels. (\$17,510.00 / 2 = **\$8,755.00**)
3. Improve infrastructure / health and safety: Repair deteriorated interior building structure to meet current building codes. \$59,297.00 / 2 = **\$29,648.00**
4. Improve Infrastructure / health and safety of the downtown: Install fire sprinkler system throughout the building. (\$27,889.00 / 2 = **\$13,944.00**)
5. Improve Infrastructure / health and safety: Upgrade building water/sewer service at alley - tie into city services. (\$11,480.00 / 2 = **\$5,740.00**)

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.

Revised February, 2016

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
 Bob Ebinger
 Kyra Ames
 Bill Spanring

pblivingston@wispwest.net
buffalojumppictures@gmail.com
kyra@amesphotography.com
 (406)220-3198

Send questions to the Secretary, Lisa Harreld, Legal Analyst, City of Livingston lharreld@livingstonmontana.org or phone (406)823-6009. 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: Susannah McLean, Owner / 103 N Main Street, Livingston, MT 59047
susannahmclean630@gmail.com / (267) 241-7029

Project Summary

Interior and exterior renovation of the existing, historic building located at 103 N Main Street. This building is located at the intersection of Main St. and W. Callender in the Old Thompson Block (next door to Bodega Bakery). The original main street storefront had been converted at some point in time to non-historic aluminum window system and a painted plastic/fiberglass veneer. Due to lack of upkeep, this existing, non-historic storefront has deteriorated over time and is in disrepair. The new owner wishes to open a soup/sandwich restaurant and cake decorating business, which includes renovating the existing interior and exterior.

Statement of Condition / Need

The condition of the existing existing building, structure, and main street exterior elevation is blighted and in disrepair. The building is located on the most important intersection in the city, both for residents and visitors, as this corner represents Livingston's culture and history.

Building interior renovations include new structural upgrades to stabilize the building structure at the basement and main floor levels, which is currently not adequate for a business occupancy; add a new fire suppression system (fire sprinklers) to make the building code compliant and safer for the city; upgrade the heating system to allow for an efficient, clean, comfortable environment for the business; upgrade the existing, undersized and deteriorated water/sewer/septic lines from the city; rehab the existing, historic wood windows to be more energy efficient; and renovate the existing main street level facade to bring the front entrance back to a more appropriate historic storefront (this design has been unanimously approved by the Livingston Historic Commission). The new storefront will be wood paneled with new oversized (low-E) glass windows, which will add to the energy efficiency of the building while honoring the original storefront design that is so important to this city intersection.

Project Work Plan:

The owner hired NE45 Architecture (a local business) to perform an existing facility condition assessment of the building and recommendations on how to make the building usable. The results if this assessment provided the basic needs for the project. Create Construction was then hired as the contractor (also a local business). The team worked together to develop the historically appropriate building renovation design and plans that would most economically allow for the building to be safe and usable, while still maintaining the historic character of this building that is so important to Livingston's history. The basic stages of the project include first performing the interior structural upgrades and adding the sprinkler system to make the building safe for a business to operate; the water/sewer/septic lines will then be addressed as they tie into the city services as these are inadequate; the front elevation renovation will then need to happen to eliminate the blighted existing storefront and add energy efficiency to the building main street level; and then the interior renovations, including the upgrades to the mechanical system will be performed to allow for the building to be a comfortable, healthy, and safe place for Livingston residents to enjoy a hot bowl of soup, a delicious sandwich, or get a cake decorated.

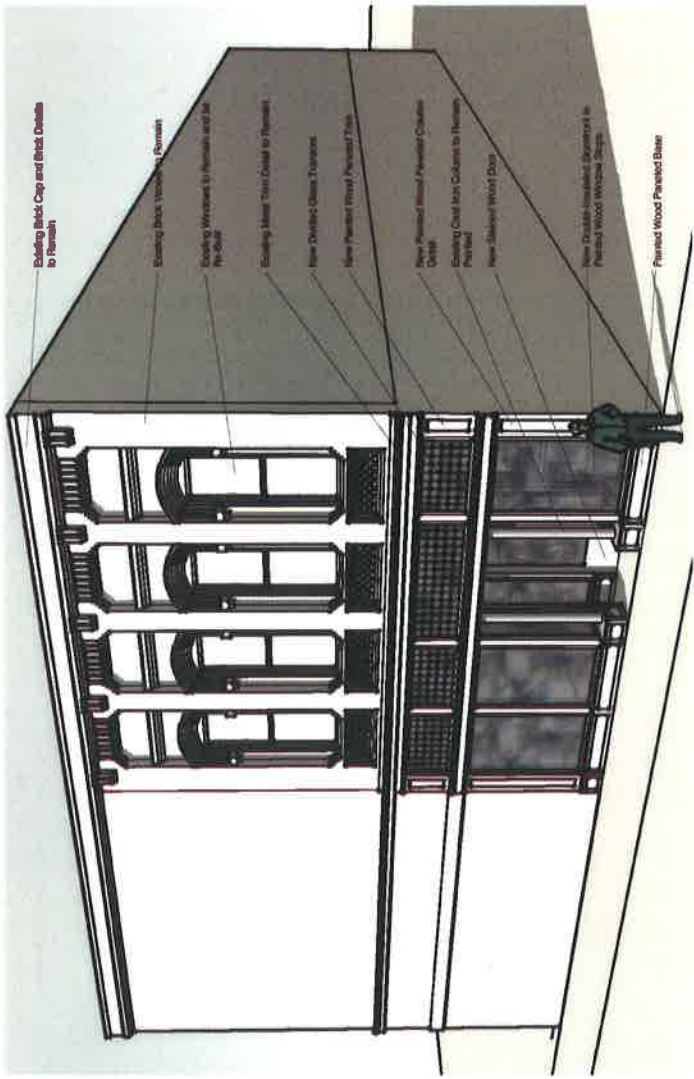
Doug Addicott, owner of Create Construction, and Ron Nemetz, owner of NE45 Architecture will work directly with the owner in carrying out the plans outlined in this request. It is anticipated that the construction will last approximately 3 months, and the owner hopes to start immediately.

Project Budget / Financial Information:

The owner purchased the building in 2016 and has a remaining budget of \$150,000 for construction. Due to the unforeseen requirements of the structural upgrades and fire-sprinklers, construction estimates exceed the owner's budget. See attached construction estimates for all expenses associated with the construction project.

There are no other revenue sources, funders, matching grants, in-kind and/or donated items or services for this project.

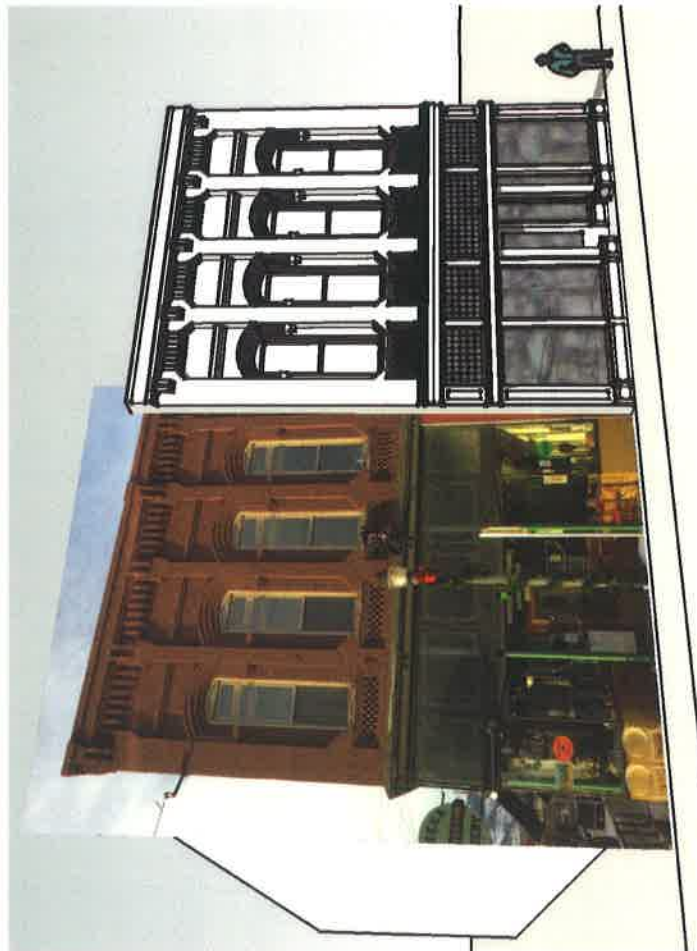
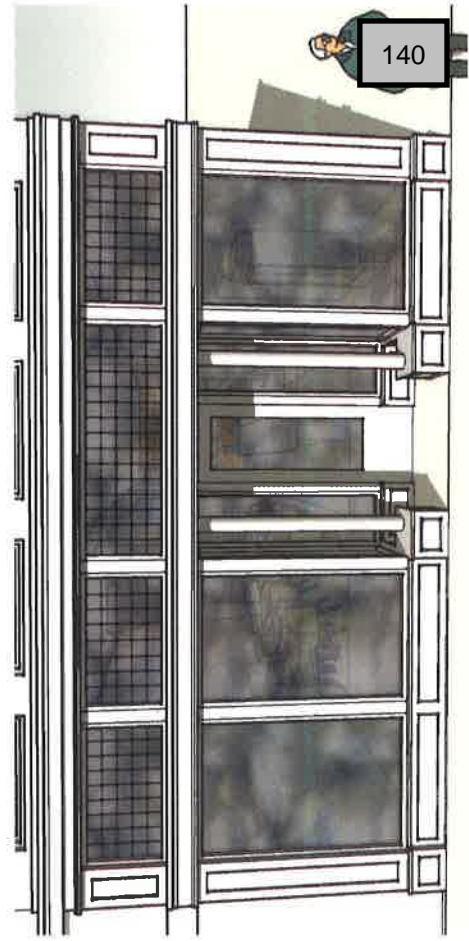
Budget Note: if all revenue expectations are not met, the owner will be forced to eliminate some items from the projected project. Since the structural upgrades and fire-sprinklers impact the health, safety and welfare of the Livingston Public, the first item to be eliminated will be the renovated historic storefront, with the heating system to be phased out of the project if the costs are still not



103 N. MAIN STREET
THOMPSON BLOCK
EXTERIOR FACADE
RENOVATION

1/17/17

NE45
NEMETZ | ERICKSON
ARCHITECTURE





103 N. MAIN STREET
THOMPSON BLOCK
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RENOVATION

1/17/17

NE45
NEMETZ | ERICKSON
ARCHITECTURE





CREATE
CONSTRUCTION

PO BOX 1716
BOZEMAN, MT 59771
406.220.2816 / 406.580.5650

To: Susannah McLean
85 Lake Drive
Livingston, MT 59047

Proposal (Exhibit A)

142

Proposal Type: Budget Estimate, Work to be Completed on Time &
Job Name: 103 N. Main
Job Address: 103 N. Main St., Livingston MT 59047
Building S.F.: 10500
Original Est. Date:
Estimator: Doug Addicott & Mitch Steckmest
Estimate Rev. #:
Revision Date:
Rough Sch. Est.:
Job #:

:/ Owner Reference Number:

General Project Description
New Residence - Scope to be determined

????

Phase #	Item / Description	Totals	Notes
20002	Civil Engr. & Investigation	\$4,017.00	
Div 1	General Conditions & Management	\$4,424.88	0
1005	Project Management / Supervision	\$2,900.48	
1704	Protection of Existing Finishes	\$556.20	
1706	Scrap-out, Clean-up / Drop Boxes	\$968.20	
Div 2	Site Work		
2200	Civil - Water & Sewer	\$29,870.00	
Div 5	Metals		
5152	Steel Hand Railing	\$6,767.10	42" guardrail and 36" offset grab rail system for the 103 N. Main St. The rail frame, grab rail and posts to be 1 1/2" square tube and #4(1/2") rebar for the horizontal runners. The finish would be a clear wax over the bare steel.
Div 6	Wood & Plastics		
6100	Structural - Footings, & Post & Beam Sturcture	\$59,297.55	
6105	Wall Framing (~65LF x 14' Tall)	\$1,472.90	
6115	Stairs & Detail Framing	\$530.45	
6200	Finish Carpentry / Trim Installation	\$0.00	
6210	Finish Carpentry - Materials	\$0.00	
Div 7	Thermal & Moisture Protection		
7250	Fireproofing - Envelope Penetrations	\$304.88	
Div 8	Doors & Windows		
8110	Doors - 1EA Interior @ Kitchen	\$844.60	
8220	Storefront	\$18,422.00	
Div 9	Finishes		
9210	Gypsum Board Systems	\$1,900.35	was 1820SF
9530	FRP Paneling / Cleanable Surfaces	\$0.00	
9720	Flooring - Wood	\$0.00	
9740	Flooring - Ceramic Tile	\$0.00	
9770	Flooring - Stained & Sealed Concrete (Entry)	\$3,605.00	
Div 15	Mechanical		
15301	Fire Protection - Sprinkler Systems w/Design, backflow & Elec Components - Phase-1	\$27,889.99	
15400	Plumbing - General w/Gas Piping	\$19,570.00	If toilet count exceeds 5, piping size will need to be increased, and a new sewer line will be required
15410	Plumbing - Fixtures	\$515.00	
15500	HVAC - General & Design	\$17,510.00	If AC condensor is to be added later subtract \$3500. Includes \$500 for brick patching at unit heater exhaust
Div 16	Electrical		
16100	Electrical - General	\$12,360.00	
16101	Lighting Fixtures	\$3,605.00	
16715	Communications - Sprinkler wiring and conections	\$360.50	
16720	Communications - Phone/Data Wiring Systems	\$669.50	
	Sub Total	\$218,362	
OH & P	10.00%	\$17,466	

T&M - We propose hereby to furnish material and labor complete in accordance with the above listed work for Actual Costs at the mark up as listed on this proposal (All Labor will be billed at Create Construction's Standard T&M Rates w/out additional markup)

Estimate / Bid Total	\$ 231,402.00
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PO BOX 1718
BOZEMAN, MT 59771
406.220.2816 / 406.580.5650

To: Susannah McLean
85 Lake Drive
Livingston, MT 59047

Proposal (Exhibit A)

Proposal Type: Budget Estimate, Work to be Completed on Time &
Job Name: 103 N. Main - New Store Front
Job Address: 103 N. Main St., Livingston MT 59047
Building S.F.: 10500
Original Est. Date:
Estimator: Doug Addicott
Estimate Rev. #:
Revision Date:
Rough Sch. Est.:
Job #:

Project / Owner Reference Number:

General Project Description	
Construction of new store front at the above listed location per the plans and specification and the scope of work as listed below.	
Note: This budget includes a 3% contingency added to each line	

Phase #	Item / Description	Totals	Notes
0	Build Temporary Security Wall / Weather Protection	\$1,887.44	
0	Demo - General	\$1,860.00	
0	Demo Existing Glass & Aluminum Store Front (Includes Disposal)	\$360.00	
0	Framing	\$3,390.00	
0	Insulation	\$160.00	
0	Drywall	\$192.00	
0	Custom Mill - Window sill & Stops (Pre-Primed)	\$4,776.35	
0	Siding	\$1,480.00	MDO or HDO plywood
0	Window Casing & Sill Installation	\$1,760.00	
0	Flashings - Header, Sill, Profile-1, Profile-2, Sidewalk	\$395.50	
0	Profile 1 - Installation	\$440.00	
0	Profile 2 - Installation	\$440.00	
0	Profile 3 - Ext. Picture Frame Details	\$1,320.00	
0	Interior Trim	\$810.00	
0	New Glazing & Installation	\$5,379.00	Clear 1" Low-E Glass Units.
0	Exterior Painting w/putty, sanding, caulking	\$1,785.00	One Color
0	Entry Door & Hardware - Installed	\$1,020.00	3'-0"x7'-0" - Finish TBD
0	Entry Concrete Cutting	\$300.00	
0	Entry Concrete Demo & Disposal	\$380.00	
0	Entry Concrete Slab	\$622.22	
0	Floor Joist Demo and Rebuild	\$1,030.00	
	Sub Total	\$29,788	
	OH & P 10.00%	\$1,681	

T&M - We propose hereby to furnish material and labor complete in accordance with the above listed work for Actual Costs at the mark up as listed on this proposal (All Labor will be billed at Create Construction's Standard T&M Rates w/out additional markup)

Estimate / Bid Total	\$ 31,468.00
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Terms: Small Projects lasting less than 30 days shall be billed and paid immediately upon completion. Projects lasting more than 30 days shall be billed on a monthly basis on the first of each month on a percent completed bases for each line item of the Budget and must be paid within five business days of receiving the invoice.

<p>General Notes</p> <p>Create Construction LLC's Standard One (1) Year Warranty Will apply to all work associated to this project. All work will be performed during Create Construction LLC's normal hours of operation on a five day work week unless otherwise noted above, and any required Over Time work will be grounds for a change order. The Above cost and scope of work are subject to change pending approved construction drawings from the applicable municipality. Any delays due to coordination items under the control of the project owner will be grounds for extension of the contract completion date.</p> <p>Exclusions</p> <p>General Exclusions: Any and all work not specified within this proposal, Permits & Fees, Engineering and Design, Special Inspections & Testing, Bonds, Taxes, Building signage, all equipment and specialties unless listed above, Any and all unforeseen concealed conditions including but not limited to dry-rot, pest and insect damage, and unexpected existing building systems.</p> <p>Additional Exclusions: Lighting Fixtures, FRP Paneling, Flooring unless listed above, Finish carpentry and trim materials other than items listed above</p>

<p>Owner responsibilities</p> <p>Provide all construction documents, Permits, Owner provided materials and associated data to facilitate the contract schedule</p>

Respectfully Submitted: _____ Date: _____
Doug Addicott (Project Manager)

Acceptance _____ Date: _____
Purchaser acknowledges that the estimate and acceptance there of, is subject to BCH Construction's standard contract terms and conditions
This Proposal is good for 30 days as of the date signed by BCH Construction's Representative

Backup material for agenda item:

- F. DISCUSS/APPROVE/DENY - Approve Urban Renewal Agency grant approval in the amount of \$90,000.00 for City of Livingston Downtown CIP

Livingston Urban Renewal Agency Grant Application

146

http://www.livingstonmontana.org/working/docs/URA_Grant_App_revised_2_16.pdf

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

Applicant Organization: City of Livingston
City Organization Tax Status: Tax Exempt
Project Title: Downtown CIP
Key Contact: Shannon Holmes, Public Works Director
sholmes@livingstonmontana.org
330 N. Bennett Street, Livingston, MT 59047
Phone: (406) 222-5667

Project Start Date: Based on recent meeting downtown, this project may commence once vault fill in is complete either in July, 2017 or March, 2018. Surveys to incorporate downtown business and building owner feedback are being conducted. In either event, this funding request is for the FY2018 construction season.

Project End Date: The entire downtown project is currently proposed to take between 10 and 12 years and is funding dependent. The current plan calls for completion of downtown improvements on a cash basis.

Amount Requested: \$100,000.00 for the FY2018 budget

Breakdown of What the Request will be used for: This portion of funding will be used specifically this season for the replacement of infrastructure along Callender from 2nd Street to B Street and along a half block of Main Street South. Includes water mains, sewer mains, storm mains and inlets, streets, curbs and sidewalks.

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.

Revised February, 2016

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
 Bob Ebinger
 Kyra Ames
 Bill Spannring

pblivingston@wispwest.net
buffalojumppictures@gmail.com
kyra@amesphotography.com
 (406)220-3198

Send questions to the Secretary, Lisa Harreld, Legal Analyst, City of Livingston lharreld@livingstonmontana.org or phone (406)823-6009. 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: City of Livingston

Project Title: Downtown CIP

Project Summary: Replacement of infrastructure along Callender from 2nd Street to B Street and along a half block of Main Street South. Includes water mains, sewer mains, storm mains and inlets, streets, curbs and sidewalks.

Statement of Condition/Need: Infrastructure in the downtown area is very old and in desperate need of replacement. One of the larger areas of concern connected to the URA is accessibility. With the current double curbs and lack of ADA Compliant ramps it is very difficult for some of the population to get around the down town area and access the stores.
Additionally, the replacement of the streets will allow water to drain better from storms and allow snow to be removed much more effectively.

Project Work Plan: This project will begin after the completion of the vault project and once the citizens and commission agree upon a preferred start date that accounts for budget year, weather, and tourist activity.

Project Budget/Financial Information: The CIP for the city was set when there was an assumed \$100,000 aid from the URA based on previous Administrative discussions. This project is very heavy on cost for the Street

Maintenance Fund as the work area is tight and difficult with few water and sewer mains in the project. The \$100,000 was budgeted to help the pay for the street part of the project. Because the CIP was set with these assumptions this project will either have to be scaled back or moved back without this funding.

Estimated Project Budget is Shown Below:

City Costs	\$846,578		
URA Costs	\$240,702		
Property Owner Costs	\$144,629	Streets	\$541,618
Street Light District Costs	\$95,180	Water	\$171,029
		Sewer	\$127,430

Additional estimate cost breakdowns can be found in the Downtown PER.

This project aligns with all of with stated goals of the URA which include:

- 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

This Grant Application is respectfully submitted for consideration by the City of Livingston.

Signature: *Lisa L. King*

Date: 3/13/17

Title: Interim City Manager

