Livingston City Commission Agenda

June 19, 2018
6:30 PM
City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Public Comments

6. Consent Items

A. CONSENT - Approve minutes from regular 6.5.18 commission meeting Page 5

B. CONSENT - Approve Bills and Claims Page 9

C. CONSENT - Approve application of Matthew Ernest for special parking space Page 28

D. CONSENT - Approve application of Community Health Partners for special parking space Page 33

7. Proclamations

8. Scheduled Public Comment

9. Public Hearings

A. RESOLUTION NO. 4801 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DISCONTINUING AND VACATING THE UNDEVELOPED ALLEY ADJACENT TO FRACTIONAL LOTS 13-16, ALL OF LOTS, 17-20 AND FRACTIONAL LOTS 21-23 ALL IN THE BLOCK G OF THE RIVERSIDE ADDITION TO THE CITY OF LIVINGSTON, MONTANA. Page 35

10. Ordinances

11. Resolutions

A. RESOLUTION NO. 4799 - 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 2018. Page 38

B. RESOLUTION NO. 4800 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH MOON OVER MONTANA SOUND AND LIGHTING (JERRY MULLEN) FOR SUMMERFEST 2018. Page 53

C. RESOLUTION NO. 4793 - A RESOLUTION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ESTIMATE THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO

SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 IN THE AMOUNT OF $79,200 FOR FISCAL YEAR 2018-2019 AND LEVYING AND ASSESSING PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT. Page 63

D. RESOLUTION NO. 4794 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO MODIFY SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 100% OF THE ESTIMATED COSTS OF $70,400 FOR FISCAL YEAR 2018-2019 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT, AND CALLING FOR A PUBLIC HEARING. Page 67

E. RESOLUTION NO. 4795 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO SPECIFY THE ASSESSMENT OPTION FOR STREET MAINTENANCE AND IMPROVMENTS DISTRICT NO. 1 FOR FISCAL YEAR 2018-2019, LEVY AND ASSESS ALL PROPERTY WITHIN THE DISTRICT. Page 72

F. RESOLUTION NO. 4796 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF IT'S INTENT TO ADJUST ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WATER SYSTEM Page 76

G. RESOLUTION NO. 4797 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ADJUST ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WASTEWATER SYSTEM Page 81

H. RESOLUTION NO. 4798 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, GIVING NOTICE THAT THE CITY COMMISSION HAS COMPLETED ITS PRELIMINARY BUDGET IN THE AMOUNT OF $17,664,869 FOR THE FISCAL YEAR BEGINNING ON JULY 1, 2018, AND ENDING JUNE 30, 2019, (FY2018-2019), THAT THE BUDGET IS ON FILE AND AVAILABLE FOR PUBLIC INSPECTION AND ON THE INTERNET AT www.livingstonmontana.org, AND CALLING FOR A PUBLIC HEARING FOR APPROVAL OF THE FINAL BUDGET AND MAKING APPROPRIATIONS. Page 86

I. RESOLUTION NO. 4803 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED TO EXECUTE CHANGE ORDER NO. G-2 TO THE GENERAL CONSTRUCITON CONTRACT FOR THE LIVINGSTON WATER RECLAMATION FACILITY UPGRADE PROJECT, PENDING USDA-RD'S FORMAL CONCURRENCE. Page 92

J. RESOLUTION NO. 4804 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN FOR PHASE III AND IV CAPITAL IMPROVEMENT PROJECT. Page 131

K. RESOLUTION NO. 4802 - 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 JULY 1, 2018 THROUGH JUNE 30, 2020. Page 148

L. RESOLUTION NO. 4805 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT TO CONVEY AND ACQUIRE WITH NORTHWESTERN CORPORATION. Page 185

12. Action Items

A. DISCUSS/APPROVE/DENY - Request for fee waiver from Livingston Food Resource Center Page 199

B. DISCUSS/APPROVE/DENY - Request for street vacation at 500 block of North D. Street Page 201

13. City Manager Comment

14. City Commission Comments

15. Adjournment

Calendar of Events

June 19, 2018 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex

June 20, 2018 - 8:30 a.m. - Urban Renewal Agency regular meeting, East Room, City/County Complex

June 20, 2018 - 4:00 p.m. - Livingston Park County Library regular meeting, Library meeting room, 228 W Callender

June 20, 2018 - 5:30 p.m. - Planning Board regular meeting, Community Room, City/County Complex

June 21, 2018 - 4:07 a.m. - Summer Solstice!

June 27, 2018 - 6:00 p.m. - Parks and Trails regular meeting, Community Room, City/County Complex

July 2, 2018 - 3:00 p.m. - Livingston Chamber of Commerce Rodeo Roundup Parade

July 4, 2018 - Independence Day - City Offices Closed

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

Supplemental Material

Notice

- Public Comment: The public can speak about an item on the agenda during discussion of that item by coming up to the table or podium, signing-in, and then waiting to be recognized by the Chairman. Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).

- Meeting Recording: An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Administration. The City does not warrant the audio and/or video recording as to content, quality, or clarity.

- Special Accommodation: If you need special accommodations to attend or participate in our meeting, please contact the Fire Department at least 24 hours in advance of the specific meeting you are planning on attending.

Backup material for agenda item:

A. **CONSENT - Approve minutes from regular 6.5.18 commission meeting**

LIVINGSTON CITY COMMISSION
MINUTES

June 5, 2018
6:30 p.m.
City- County Complex, Community Room

1. **Call to Order**

2. **Roll Call**
   - Hoglund, Schwarz, Friedman, Sandberg and Mabie were present.

3. **Moment of Silence**

4. **Pledge of allegiance**
5. **Public Comments**
   - Michelle Uberauga made comments (00:01:12)
   - Jay Kiefer made comments (00:06:30)

6. **Consent Items (00:09:26)**

A. CONSENT - Approve minutes from regular 5.15.18 commission meeting

B. CONSENT - Approve Bills and Claims

- Friedman made a motion to approve Consent Items A and B. Schwarz seconded.
  - All in favor, motion passed 5-0.

7. **Proclamations**

   A. PROCLAMATION - Rodeo Days! (00:10:25)

8. **Scheduled Public Comment**

   A. SCHEDULED PUBLIC COMMENT - Downtown coalition to discuss parking options and proposed one way street (00:12:03)

9. **Public Hearings**

10. **Ordinances**

11. Resolutions

A. RESOLUTION NO. 4792 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO DISCONTINUE AND VACATE THE UNDEVELOPED ALLEY ADJACENT TO FRACTIONAL LOTS 13-16, ALL OF LOTS 17-20 AND FRACTIONAL LOTS 21-23 ALL IN BLOCK G OF THE RIVERSIDE ADDITION TO THE CITY OF LIVINGSTON, MONTANA.
(00:26:02)

- Friedman made a motion to pass Resolution No. 4792. Mabie seconded.
  - Motion passed 4-1. (Sandberg opposed.)

12. Action Items

A. DISCUSS/APPROVE/DENY- Parks and Trails request to reconfigure north fence along Water Reclamation Facility property to allow for eventual parking and public access to city-owned property to the east along the Yellowstone River. (00:30:50)

- Gavin Clark made comments (00:30:55)
- Schwarz made a motion to approve Action Item A and direct the City Manager to investigate future use of land adjacent to Sackett Park as potential park usage and obtain a quote for fencing along north side to be incorporated as a change order for Water Reclamation Facility. Friedman seconded.
  - All in favor, motion passed 5-0.

B. DISCUSS/APPROVE/DENY - Request for parking restrictions from Dr. Jeffrey Dickerson - Livingston Veterinary Hospital (00:50:09)

- Gayla Nicholson made comments (00:51:00)
- Schwarz made a motion to partially approve Action Item B with regard to the request for loading zone signage. Friedman seconded.
  - All in favor, motion passed 5-0.

C. DISCUSS/APPROVE/DENY - Chamber of Commerce request for assistance in funding production of signs for damaged Lewis and Clark Trail signs (01:12:31)

- Leslie Feigel made comments (00:12:45)
- Gavin Clark made comments (01:29:10)
- Kate McInnerney made comments (01:30:13)
- Friedman made a motion to approve the Chamber of Commerce request for assistance in funding production of signs for damaged Lewis and Clark Trail signs. Mabie seconded.
  - Motion passed 4-1. (Sandberg opposed.)

D. DISCUSS/APPROVE/DENY - Fee waiver request from Chamber of Commerce for 92nd Annual Parade (01:32:02)

- Leslie Feigel made comments (01:32:45)
- Friedman made a motion to approve the fee waiver request from the Chamber of Commerce for the 92nd Annual Rodeo Days Parade. Mabie seconded
  - All in favor, motion passed 5-0.

E. DISCUSS/APPROVE/DENY - Potential financing for property owners for 50% of downtown sidewalk costs (01:38:16)

- Schwarz made a motion to approve Action Item E to provide optional financing for 50% of downtown sidewalk costs. Friedman seconded.
  - All in favor, motion passed 5-0.

F. DISCUSS/APPROVE/DENY - Request for final approval for Discovery Vista, LLC subdivision (01:45:05)

- Jay Kiefer made comments (01:46:16)
- Julie Kennedy made comments (01:47:02)
- Schwarz made a motion to approve recommendation for final approval for Discovery Vista, LLC. Friedman seconded.
  - All in favor, motion passed 5-0.

G. DISCUSS/APPROVE/DENY - City Manager contract evaluation (01:47:40)

- Schwarz made a motion to approve the City Manager contract. Friedman seconded.
  - Motion passed 4-1. (Sandberg opposed.)

H. DISCUSS/APPROVE/DENY - Adoption of Livingston Organizational Strategic Plan (01:58:16)

- Friedman made a motion to approve the adoption of the Livingston Organizational Strategic Plan. Mabie seconded.
  - All in favor, motion passed 5-0.

13. City Manager Comment (02:00:58).

14. City Commission Comments

- Commissioner Mabie made comments(02:04:26)
- Commissioner Sandberg made comments (02:06:32)
- Commissioner Friedman made comments (02:22:55)
- Commissioner Schwarz made comments (02:24:38)
- Commissioner Bennett made comments (02:25:14)

15. Adjournment (02:28:46) 9:00 p.m.

Backup material for agenda item:

B. CONSENT - Approve Bills and Claims

For doc #s from 35743 to 35909, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
35743	86453S	2595 TOWN & COUNTRY FOODS -	41.05								
1	TK20170149	05/30/18 Restitution - S. Osborne	35.98			1000		351030			101000
2	TK20170148	05/30/18 Restitution - S. Osborne	3.38			1000		351030			101000
3	TK20170131	05/30/18 Restitution - S. Osborne	1.69			1000		351030			101000
35744	86439S	999999 MISKA, DIANE	40.00								
1	CR2016-002	05/30/18 Restitution - J. Munro	20.00			1000		351030			101000
2	CR2016-001	05/30/18 Restitution - D. Munro	20.00			1000		351030			101000
35745	86407S	23 CARQUEST AUTO PARTS	42.71								
1	1912411601	05/31/18 Cleaning Supplies	42.71			1000	141	420400	220		101000
35746	86417S	3794 EMTER, CHRISTIAN	119.00								
1	17-18	05/31/18 FF2 Academy	119.00*			1000	141	420400	370		101000
35747	86446S	2437 O'REILLY AUTOMOTIVE, INC	19.71								
1	1558130672	05/31/18 Weather Strip for M2	19.71*			5510	142	420730	231		101000
35748	86455S	292 UPS STORE #2420, THE	40.41								
1	2290	05/31/18 Postage	40.41*			5510	142	420730	310		101000
35749	86405S	2662 BOUND TREE MEDICAL, LLC	76.56								
1	82880720	05/31/18 Patient Supplies	76.56			5510	142	420730	235		101000
35750	86453S	2595 TOWN & COUNTRY FOODS -	28.34								
1	8236002	05/30/18 Station Supplies	28.34*			5510	142	420730	220		101000
35751	86446S	2437 O'REILLY AUTOMOTIVE, INC	49.96								
1	1558130242	05/26/18 Headllights	49.96*			1000	131	420100	231		101000
35752	86458S	1396 WESTERN DRUG	109.48								
1	178737	05/29/18 Glucometer	109.48*			5510	142	420730	220		101000
35753	86400S	22 ALL SERVICE TIRE & ALIGNMENT,	43.00								
1	54592	05/24/18 Oil Change	43.00			1000	131	420100	360		101000
35754	86404S	2988 BILLION AUTO GROUP	45,023.00								
1	35631	05/23/18 2018 Dodge Durango	45,023.00*			1000	131	420100	976		101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund Org Acct	Object	Proj	Cash Account
35755	86433S	3449 LEAF	27.60						
1	8390448	05/21/18 Kyocera Copier	27.60			2300 132 420160	220		101000
35756	86415S	3596 DENTON, KRISTINE	187.60						
1	17-18	05/30/18 Mileage - Clerk School	152.60*			1000 102 410360	370		101000
2	17-18	05/23/18 Annual Clerk Dues	35.00*			1000 102 410360	380		101000
35757	86396S	781 2M COMPANY, INC.	358.88						
1	8081229000	05/18/18 Pool	247.74			1000 155 460445	231		101000
2	8081229001	05/18/18 Pool	55.57			1000 155 460445	231		101000
3	8081428000	05/23/18 Pool	55.57			1000 155 460445	231		101000
35758	86397S	2 A-1 MUFFLER, INC.	813.00						
1	64217	05/25/18 49-428 Top Kick	813.00			2500 151 430240	362		101000
35759	86399S	3357 ADVANCED TECHNOLOGY PRODUCTS,	1,625.00						
1	17716	05/22/18 Pool Chemicals	1,625.00			1000 155 460445	222		101000
35760	86400S	22 ALL SERVICE TIRE & ALIGNMENT,	10.00						
1	54556	05/21/18 Parts	10.00*			1000 155 430930	361		101000
35761	86407S	23 CARQUEST AUTO PARTS	171.03						
1	1912410739	05/22/18 Cemetery Mowers	12.16*			1000 155 430930	361		101000
2	1912410640	05/22/18 Greenfs	68.94*			2500 151 430240	232		101000
3	1912410977	05/24/18 Brake Fluid	17.99*			2500 151 430240	232		101000
4	1912410698	05/22/18 Anitfreeze	71.94*			2500 151 430240	232		101000
35762	86419S	3789 ENVIRO-CLEAN INTERMOUNTAIN LLC	211.92						
1	18-6340	05/18/18 Reducer	211.92			5310 503 430625	231		101000
35763	86423S	2904 FISHER SAND AND GRAVEL	55.19						
1	63213	05/12/18 Sand	55.19*			2820 210 430240	450		101000
35764	86431S	2001 KARNATZ TREE SERVICE	2,925.00						
1		Stumps	2,925.00*			1000 155 430950	402		101000
35766	86434S	2830 LEHRKIND'S COCA-COLA	33.00						
1	1525977	05/09/18 Water	33.00			2500 151 430240	231		101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund Org Acct	Object	Proj	Cash Account
35767	86465S	26 LIVINGSTON ACE HARDWARE -	184.14						
1	C74808	05/09/18 Marking Spray	31.96			2500 151 430240	231		101000
2	C68895	04/30/18 Fasteners	6.99			2500 151 430240	231		101000
3	C80352	05/18/18 Pool Parts	52.33			1000 155 460445	231		101000
4	C80747	05/18/18 Irrigation	47.95			1000 155 460430	401		101000
5	C82588	05/21/18 Playground	22.14			1000 155 460430	231		101000
6	C83594	05/23/18 Pool	6.79			1000 155 460445	231		101000
7	C88611	05/30/18 Splash Park	15.98			1000 155 460445	231		101000
35768	86447S	16 PARISI WESTERN PLUMBING &	108.50						
1	47302	05/14/18 Pool	108.50			1000 155 460445	231		101000
35769	86451S	3390 TD&H ENGINEERING, INC	38,234.76						
1	12808	05/16/18 050 Construction Admin.	11,473.83			2500 151 430240	960		101000
2	12808	05/16/18 050 Construction Admin.	16,722.02			5210 502 430520	960		101000
3	12808	05/16/18 050 Construction Admin.	8,993.35			5310 503 430630	960		101000
4	12805	05/16/18 030 McNair Skate Park	1,045.56*			2700 460430	915		102006
35770	86416S	122 DEPARTMENT OF REVENUE	1,982.25						
1	2	05/31/18 Evergreen - Gross Receipts Tax	1,982.25*			2700 460430	915		102006
35771	86420S	3679 EVERGREEN SKATEPARKS LLC	196,242.75						
1	2	05/31/18 McNair Skatepark Pay App #2	198,225.00*			2700 460430	915		102006
2	2	05/31/18 Gross Receipts Tax Withheld	-1,982.25*			2700 460430	915		102006
35772	86421S	3298 EXEC U CARE SERVICES, INC.	100.00						
1	1554	05/30/18 PW Janitorial Service	16.67			5210 502 430510	224		101000
2	1554	05/30/18 PW Janitorial Service	16.67			5310 503 430610	224		101000
3	1554	05/30/18 PW Janitorial Service	16.67*			5410 504 430820	224		101000
4	1554	05/30/18 PW Janitorial Service	16.67			2500 151 430220	224		101000
5	1554	05/30/18 PW Janitorial Service	16.66			1000 155 430100	224		101000
6	1554	05/30/18 PW Janitorial Service	16.66			1000 106 411030	200		101000
35773	86465S	26 LIVINGSTON ACE HARDWARE -	67.45						
1	C88567	05/30/18 Paint Supplies	67.45			2820 210 430240	474		101000
35774	86450S	3353 STORY DISTRIBUTING	1,053.83						
1	80748	05/29/18 Diesel 375g	1,034.63*			1000 123 411700	236		101000
2	80748	05/29/18 Additive 24 oz	19.20*			1000 123 411700	236		101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund Org Acct	Object	Proj	Cash Account
35775	86418S	424 ENERGY LABORATORIES, INC.	351.00						
1	153148	05/08/18 Effluent Composite	102.00			5310 503 430640	355		101000
2	155593	05/17/18 Plant EFF Grab	147.00			5310 503 430640	355		101000
3	156338	05/21/18 Eff Comp	102.00			5310 503 430640	355		101000
35776	86428S	102 INDUSTRIAL TOWEL	61.53						
1	56048	06/01/18 Slate WRF	18.10			5310 503 430610	224		101000
2	56048	06/01/18 Mat cleaning	8.69			5310 503 430610	224		101000
3	56048	06/01/18 Mat cleaning	8.69			5210 502 430510	224		101000
4	56048	06/01/18 Mat cleaning	8.69*			5410 504 430820	224		101000
5	56048	06/01/18 Mat cleaning	8.68			2500 151 430220	224		101000
6	56048	06/01/18 Mat cleaning	8.68			1000 106 411030	200		101000
35777	86434S	2830 LEHRKIND'S COCA-COLA	24.75						
1	1533814	05/23/18 Water	24.75*			5410 504 430830	231		101000
35778	86465S	26 LIVINGSTON ACE HARDWARE -	60.89						
1	C80549	05/18/18 Supplies	60.89			5310 503 430640	231		101000
35779	86445S	1199 O'CONNOR'S BODY SHOP, LLC	155.00						
1	4259	05/30/18 Repairs 98 Ford Semi	155.00			5310 503 430640	362		101000
35780	86460S	2087 WISPWEST.NET	85.49						
1	410263	06/01/18 Civic Center	45.32*			1000 155 430950	346		101000
2	412544	06/01/18 Pool	40.17*			1000 155 430950	346		101000
35781	86444S	151 NORTHWESTERN ENERGY	9,752.37						
1	0709877-5	05/07/18 200 E Reservoir	479.91			5210 502 430515	341		101000
2	0719271-9	05/08/18 601 Robin Lane - Well	1,937.49			5210 502 430515	341		101000
3	0719272-7	05/08/18 4 Billman Lane - Well	1,921.06			5210 502 430515	341		101000
4	0709882-5	05/15/18 229 River Dr. Pump Civic Ce	49.68			5210 502 430515	341		101000
5	0708370-2	05/14/18 8th and Park sprinklers	6.22			1000 155 430950	341		101000
6	0719373-3	05/14/18 229 River Dr.	8.93			1000 155 430950	341		101000
7	0720113-0	05/09/18 229 River Dr. CC building	106.20			1000 155 430950	341		101000
8	0709880-9	05/09/18 200 River Dr. Pool	178.39			1000 155 460445	341		101000
9	0709881-7	05/09/18 229 River Dr. Civic Center	1,103.21			1000 155 460442	341		101000
10	0719358-4	05/15/18 Street lights	3,849.01			2400 420100	340		101000
11	0720122-1	05/14/18 400 North M	12.65			2400 420100	340		101000
12	0802599-1	05/14/18 608 W. Chinook	50.42			2400 420100	340		101000
13	0933715-5	05/14/18 710 W. Callender	49.20			2400 420100	340		101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
35782	86436S	146 LIVINGSTON ENTERPRISE	326.00								
1	145309	04/30/18 Parks & Trails Vacancy	48.00			1000	101	410130	331		101000
2	145594	05/11/18 City Comm. Work Session	30.00			1000	101	410130	331		101000
3	145593	05/11/18 Work Session - City Manager	27.00			1000	101	410130	331		101000
4	145863	05/22/18 Request for Proposal	176.00			1000	106	411030	331		101000
5	146060	05/25/18 PH - Emily Yost	45.00			1000	101	410130	331		101000
35783	86409S	162 CENTURYLINK	375.63								
1	6003	05/22/18 Finance Office	375.63*			1000	122	411300	343		101000
35784	86437S	1196 MAILFINANCE	661.53								
1	N7170254	05/30/18 Lease postage machine	165.39			5210	502	430570	310		101000
2	N7170254	05/30/18 Lease postage machine	165.38			5310	503	430670	310		101000
3	N7170254	05/30/18 Lease postage machine	165.38			5410	504	430870	310		101000
4	N7170254	05/30/18 Lease postage machine	165.38			1000	123	411700	310		101000
35785	86398S	3727 AAA CLEANING, LLC	240.00								
1	05-2018	05/31/18 Cleaning - May	240.00*			1000	121	411230	360		101000
35786	86408S	682 CENTRON SERVICES	48.04								
2	2164	05/28/18 Utility Collections	7.12			5210		342055			101000
3	2164	05/28/18 Utility Collections	7.12			5310		342055			101000
4	2164	05/28/18 Utility Collections	7.12			5410		342055			101000
5	3069	05/28/18 Parking Ticket Collection	26.68			1000		351033			101000
35787	86427S	63 HOUSE OF CLEAN	123.46								
1	208610	05/01/18 37% Janitorial supplies	18.76			1000	121	411230	231		101000
2	209115	05/10/18 37% Janitorial supplies	13.22			1000	121	411230	231		101000
3	209772	05/17/18 37% Janitorial supplies	91.48			1000	121	411230	231		101000
35788	86421S	3298 EXEC U CARE SERVICES, INC.	1,119.42								
1	1553	05/30/18 May Janitorial Services	1,119.42			1000	121	411230	364		101000
35789	86414S	3795 CRIST, KROGH & NORD, PLLC	4,292.90								
1	25373	06/04/18 Arbitration	4,292.90			1000	107	411100	350		101000
35790	86422S	2386 FERGUSON ENTERPRISES, INC.	40,371.74								
1	0682932-1	05/15/18 Meters	6,099.00*			5210	502	430515	220		101000
2	0682932	05/09/18 Meters	34,272.74*			5210	502	430520	220		101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund Org Acct	Object Proj	Cash Account
35791	86411S	3561 COMPUNET, INC.	7,790.45					
1	113985	05/26/18 WWTP Equipment	7,790.45*			5310 503 430640	940	101000
35792	86410S	2705 CITY OF LIVINGSTON	55.89					
1	17-18	05/30/18 UPS-Police Postage	13.40*			1000 131 420100	310	101000
2	17-18	01/20/18 Creamer	4.98			1000 123 411700	211	101000
3	17-18	Creamer	5.08			1000 123 411700	211	101000
4	17-18	02/03/18 Creamer	7.47			1000 123 411700	211	101000
5	17-18	04/01/18 Creamer	4.98			1000 123 411700	211	101000
6	17-18	05/02/18 Baskets	19.98			1000 123 411700	211	101000
35793	86457S	879 VERIZON WIRELESS	2,231.40					
1	223-8483	05/20/18 Planning	18.70*			1000 106 411030	347	101000
2	222-8155	05/20/18 Rec. Dept	74.45*			1000 109 460449	347	101000
3	223-2233	05/20/18 ATS	59.07*			1000 109 460449	347	101000
4	223-4459	05/20/18 Childhood Development	308.91*			1000 109 460449	347	101000
5	823-9535	05/20/18 City Pool	18.64*			1000 109 460449	347	101000
6	823-9870	05/20/18 ATS	74.45*			1000 109 460449	347	101000
7	223-7422	05/20/18 City Manager	67.07			1000 122 411300	347	101000
8	223-2114	05/20/18 Fire	74.45*			1000 141 420400	347	101000
9	223-3580	05/20/18 Fire	42.52*			1000 141 420400	347	101000
10	223-8255	05/20/18 Fire	42.52*			1000 141 420400	347	101000
11	224-0542	05/20/18 Fire	59.07*			1000 141 420400	347	101000
12	224-2053	05/20/18 Fire Chief	59.07*			1000 141 420400	347	101000
13	823-9928	05/20/18 Fire	42.52*			1000 141 420400	347	101000
14	823-9929	05/20/18 Fire	42.52*			1000 141 420400	347	101000
15	223-7258	05/20/18 Building	18.64*			1000 143 420403	347	101000
16	223-2197	05/20/18 Animal Control	74.45			1000 154 440640	347	101000
17	223-2195	05/20/18 Roaming	126.51*			1000 155 430950	347	101000
18	223-1359	05/20/18 Parks	18.64*			1000 155 430950	347	101000
19	223-6974	05/20/18 Roaming - Jones	23.04*			1000 155 430950	347	101000
20	579-7702	05/20/18 Cemetery	31.35*			1000 155 430950	347	101000
21	570-0712	05/20/18 Dispatch	20.37			2300 132 420160	220	101000
22	223-1823	05/20/18 Street	18.68*			2500 151 430220	347	101000
23	223-2196	05/20/18 Street	84.44*			2500 151 430220	347	101000
24	223-1469	05/20/18 Water Cell	74.45			5210 502 430515	347	101000
25	223-1472	05/20/18 Water Cell	16.05			5210 502 430515	347	101000
26	223-6565	05/20/18 Holmes - Water 1/2	34.53			5210 502 430515	347	101000
27	223-8268	05/20/18 Whitman - Water 1/2	29.54			5210 502 430515	347	101000
28	223-9101	05/20/18 Schweigert - Water 1/2	31.03			5210 502 430515	347	101000
29	224-0836	05/20/18 McClure	18.64			5210 502 430515	347	101000
30	224-5246	05/20/18 Tom's Ipad	30.02			5210 502 430515	347	101000
31	223-1470	05/20/18 Sewer	24.05*			5310 503 430620	347	101000
32	223-6565	05/20/18 Holmes - Sewer 1/2	34.53*			5310 503 430620	347	101000

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33	223-7857	05/20/18 Sewer	18.64*			5310 503 430620	347	101000
34	223-8268	05/20/18 Whitman - Sewer 1/2	29.53*			5310 503 430620	347	101000
35	223-9101	05/20/18 Schweigert - Sewer 1/2	31.04*			5310 503 430620	347	101000
36	224-5022	05/20/18 WWTP - Dan	59.07*			5310 503 430620	347	101000
37	224-8119	05/20/18 WWTP - Pager	18.64*			5310 503 430620	347	101000
38	223-6314	05/20/18 Scale House	18.64*			5410 504 430820	347	101000
39	223-6948	05/20/18 Rich Stordalen	59.07*			5410 504 430820	347	101000
40	224-0509	05/20/18 Solid Waste - Van	69.06*			5410 504 430820	347	101000
41	224-2470	05/20/18 Transfer Station	25.61*			5410 504 430820	347	101000
42	224-2471	05/20/18 Solid Waste Truck	18.64*			5410 504 430820	347	101000
43	223-0167	05/20/18 EMS	60.17*			5510 142 420730	347	101000
44	223-0168	05/20/18 EMS	18.64*			5510 142 420730	347	101000
45	223-0169	05/20/18 EMS	18.64*			5510 142 420730	347	101000
46	223-0340	05/20/18 EMS	74.45*			5510 142 420730	347	101000
47	224-8678	05/20/18 Medic 2	18.64*			5510 142 420730	347	101000
35794	86409S	162 CENTURYLINK	320.81					
1	0082	05/16/18 City Shop 50%	30.74			2500 151 430220	343	101000
2	0082	05/16/18 City Shop 12%	7.37*			5310 503 430620	343	101000
3	0082	05/16/18 City Shop 38%	23.36*			5410 504 430820	343	101000
4	0149	05/16/18 Civic Center	98.94*			1000 109 460449	343	101000
5	0083	05/16/18 Building Dept.	160.40*			1000 143 420403	343	101000
35795	86448S	272 PARK COUNTY	387.36					
1	1055	05/25/18 City phones	105.00*			1000 122 411300	343	101000
2	1055	05/25/18 Fire 50% phones	47.62			1000 141 420400	343	101000
3	1055	05/25/18 Amb 50% phones	47.62*			5510 142 420730	343	101000
4	1055	05/25/18 Police phones	77.26			1000 131 420100	350	101000
5	1055	05/25/18 Dispatch phone	35.38			2300 132 420160	343	101000
7	1055	05/25/18 37% Misc Maint Supplies	74.48*			1000 121 411230	365	101000
35796	86403S	3042 ARTISTIC LANDSCAPING,LLC	53.28					
1	3746	05/23/18 37% Sprinklers	53.28*			1000 121 411230	360	101000
35797	86428S	102 INDUSTRIAL TOWEL	38.65					
1	55128	05/24/18 Rug maint, towels	38.65*			1000 121 411230	360	101000
35798	86426S	54 GATEWAY OFFICE SUPPLY	168.40					
1	40893	05/25/18 Paper	168.40*			1000 102 410360	200	101000

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35799	86430S	3387 J & H, Inc.	135.66								
1	531570	05/22/18 Canon Monthly Maint.	135.66			1000	109	460449	368		101000
35800	86406S	1747 CANON FINANCIAL SERVICES, INC	76.10								
1	18661137	05/24/18 Canon lease	76.10			1000	109	460442	368		101000
35801	86424S	999999 FLEEGE, JASON P.	20.00								
1	TK20170357	05/18/18 Restitution - C. Morrick	20.00			1000		351030			101000
35802	86429S	250 INSTY-PRINTS	43.70								
1	25888	05/24/18 Signature Stamp	43.70			1000	123	411700	211		101000
35803	86454S	666 TRAF-O-TERIA SYSTEM	423.78								
1	16611	05/15/18 Parking tickets	423.78			1000	131	420100	320		101000
35804	86401S	3378 AMERICAN AUTOMOTIVE	1,612.50								
1	3544	05/23/18 Service	1,195.50*			1000	131	420100	231		101000
2	3544	05/23/18 Service	417.00			1000	131	420100	360		101000
35805	86459S	3237 WHISTLER TOWING, LLC	375.00								
1	7790	05/23/18 Tow 06 Chevy Aveo	75.00			1000	131	420100	350		101000
2	8408	05/16/18 Tow 03 Dodge Stratus	75.00			1000	131	420100	350		101000
3	8411	05/18/18 Tow 70 Rambler	75.00			1000	131	420100	350		101000
4	8413	05/19/18 Tow 02 Toyota Sequoia	150.00			1000	131	420100	350		101000
35806	86463S	3788 CREATIVE PRODUCT SOURCE, INC.	261.09								
1	CPI072120	05/21/18 Sheild Shaped Sticker	261.09			1000	131	420100	220		101000
35807	86465S	26 LIVINGSTON ACE HARDWARE -	22.98								
1	C85617	05/26/18 Station Supplies	22.98*			5510	142	420730	220		101000
35808	86438S	1092 MCLEES INC.	190.00								
1	0048427	05/17/18 Exhauset System Repair	190.00			1000	141	420400	360		101000
35809	86405S	2662 BOUND TREE MEDICAL, LLC	152.65								
1	82875088	05/24/18 Patient Supplies	152.65			5510	142	420730	235		101000
35810	86441S	34 MOUNTAIN AIR SPORTS	491.20								
1	9019	05/16/18 T-Shirts	98.24			1000	155	430950	148		101000
2	9019	05/16/18 T-Shirts	98.24			2500	151	430240	148		101000
3	9019	05/16/18 T-Shirts	98.24			5210	502	430515	148		101000
4	9019	05/16/18 T-Shirts	98.24			5310	503	430625	148		101000
5	9019	05/16/18 T-Shirts	98.24			5410	504	430830	148		101000

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35811	86407S	23 CARQUEST AUTO PARTS	5.44					
1		1912410085 05/16/18 Supplies	5.44			2500 151 430240	231	101000
35812	86413S	1611 CRESCENT ELECTRIC SUPPLY CO.	25.41					
1		S505054679 05/10/18 Lamps	25.41*			2400 420100	231	101000
35813	86423S	2904 FISHER SAND AND GRAVEL	369.00					
1		62919 05/12/18 Flow Fill Concrete	369.00			2820 210 430240	476	101000
35814	86426S	54 GATEWAY OFFICE SUPPLY	16.62					
1		40851 05/21/18 UPS	16.62			5210 502 430515	355	101000
35815	86465S	26 LIVINGSTON ACE HARDWARE -	17.98					
1		C79705 05/17/18 Supplies	5.98			2500 151 430240	231	101000
2		C79050 05/16/18 Fasteners	12.00			2500 151 430240	231	101000
35816	86440S	112 MONTANA RAIL LINK	100.00					
1		444444 05/01/18 Agreement 90573	50.00			5210 502 430510	535	101000
2		444444 05/01/18 Agreement 90573	50.00			5310 503 430610	535	101000
35817	86442S	3688 MURDOCH'S RANCH & HOME SUPPLY	20.92					
1		K01100 05/16/18 Rubber	13.93			5310 503 430625	231	101000
2		K01090 05/11/18 Pull COrd	6.99*			5210 502 430515	231	101000
35818	86447S	16 PARISI WESTERN PLUMBING &	30.00					
1		47353 05/16/18 Parts	30.00			5310 503 430625	231	101000
35819	86449S	1439 STAFFORD ANIMAL SHELTER	4,266.25					
1		February18 03/07/18 Boarding, Vacc & Euth	1,358.75*			1000 154 440640	350	101000
2		March2018 04/06/18 Boarding, Vacc & Euth	1,593.75*			1000 154 440640	350	101000
3		April2018 05/10/18 Boarding, Vacc & Euth	1,313.75*			1000 154 440640	350	101000
35820	86452S	1 TECH ELECTRIC, INC	1,099.11					
1		37154 05/15/18 Lamps	1,099.11*			2400 420100	231	101000
35821	86407S	23 CARQUEST AUTO PARTS	34.38					
1		1912410832 05/23/18 Switchtoggle	34.38			5310 503 430625	232	101000
35822	86402S	3796 AMERICAN BACKFLOW	36.43					
1		309762 04/11/18 Inspection Tags	36.43*			5210 502 430515	231	101000

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35823	86425S	2919 FOUR CORNERS RECYCLING, LLC	1,404.00								
1		1333 04/28/18 Plastic	291.20			5410	504	430840	388		101000
2		1333 04/28/18 Pull fees	2,625.00			5410	504	430840	388		101000
4		1333CM 04/28/18 Credit	-1,512.20			5410	504	430840	388		101000
35824	86464S	776 KENYON NOBLE	18.45								
1		6522909 05/09/18 Concrete	55.35*			5210	502	430515	231		101000
2		9993901 12/26/17 Credit	-36.90			2820	210	430240	412		101000
35825	86465S	26 LIVINGSTON ACE HARDWARE -	55.68								
1		C46053 03/09/18 Supplies	25.56			5310	503	430625	231		101000
2		C79323 05/16/18 Supplies	30.12			5310	503	430625	231		101000
35826	86450S	3353 STORY DISTRIBUTING	1,348.11								
1		80689 05/22/18 Diesel 490g	1,322.51*			1000	123	411700	236		101000
2		80689 05/22/18 Additive 32 oz	25.60*			1000	123	411700	236		101000
35827	86443S	423 NORTHWEST PIPE FITTINGS, INC	33.25								
1		5943638 03/13/18 Reducer	33.25*			5210	502	430515	231		101000
35829	86456S	1430 USA BLUEBOOK	160.31								
1		I53567 03/19/18 Hose & Adapter	160.31*			5210	502	430515	231		101000
35830	86464S	776 KENYON NOBLE	14.88								
1		6561970 05/30/18 Pool Stairs	14.88			1000	155	460445	231		101000
35832	86519S	1416 US BANK	350.00								
2		5007436 05/25/18 Paying Agent fee-Sewer Refund	350.00*			5310	503	490500	630		101000
35833	86520S	1496 US BANK - SPA LOCKBOX	64,091.25								
1		9CTLU15 04/30/18 WTIF - Water	19,000.00			3200		490200	610		101000
2		9CTLU15 04/30/18 WTIF - Water	6,075.00			3200		490200	620		101000
3		9CTLU23 04/30/18 WTIF - Sewer	9,000.00			3200		490200	610		101000
4		9CTLU23 04/30/18 WTIF - Sewer	3,018.75			3200		490200	620		101000
5		9CTLTY5 04/30/18 SID 179 - Sewer	4,000.00			3550	170	490300	610		101000
6		9CTLTY5 04/30/18 SID 179 - Sewer	1,350.00			3550	170	490300	620		101000
7		9CTLTZ2 04/30/18 SID 179 - Water	8,000.00			3550	170	490300	610		101000
8		9CTLTZ2 04/30/18 SID 179 - Water	2,643.75			3550	170	490300	620		101000
9		99CTM87 04/30/18 WWTP AARA-B	9,000.00			5310	503	490500	610		101000
10		99CTM87 04/30/18 WWTP AARA-B	2,003.75*			5310	503	490500	620		101000

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35834	86521S	845 US BANK St. Paul	284,614.38								
2	1053437	05/10/18 Water Revenue Refunding Bond 803384700	70,000.00			5310	503	490500	610		101000
3	1053437	05/10/18 Water Revenue Refunding Bond 803384700	1,855.00*			5310	503	490500	620		101000
4	1053437	05/10/18 Fire Truck 2000 803316300	30,000.00			3003	170	490100	610		101000
5	1053437	05/10/18 Fire Truck 2000 803316300	1,000.00			3003	170	490100	620		101000
6	1053437	05/10/18 Fire Truck 2016 0039414NS	35,000.00			3002	170	490100	610		101000
7	1053437	05/10/18 Fire Truck 2016 0093414NS	10,971.88			3002	170	490100	620		101000
8	1053437	05/10/18 2012 Sewer Bonds 803384600	120,000.00			5310	503	490500	610		101000
9	1053437	05/10/18 2012 Sewer Bonds 803384600	15,787.50*			5310	503	490500	620		101000
35835	86467S	3605 ADVANCED ENGINEERING &	88,397.69								
1	58008	05/30/18 April WRF Construction Serv	88,397.69*			5310	503	430640	940		101000
35836	86510S	3797 SECURE WARRANT	1,950.00								
1	9	06/01/18 2018-2019 Subscription	650.00*			1000	102	410360	334		101000
2	9	06/01/18 2018-2019 Subscription	650.00*			1000	107	411100	334		101000
3	9	06/01/18 2018-2019 Subscription	650.00*			1000	131	420100	334		101000
35837	86469S	402 ALPINE ELECTRONICS RADIO SHACK	8.99								
1	10248121	06/01/18 Cord	8.99			1000	123	411700	211		101000
35838	86505S	2156 PARK COUNTY TREASURER/M.L.E.A.	500.00								
1	April18	06/04/18 April 2018 Collections	500.00			1000		351036			101000
35839	86506S	1544 PARK COUNTY VICTIM WITNESS	900.00								
1	April18	06/04/18 April 2018 Collections	900.00			1000		351036			101000
35840	86504S	1702 PARK COUNTY TREAS/HB 176	440.36								
1	April18	06/04/18 April 2018 Collections	440.36			1000		351036			101000
35841	86523S	3747 WOODS ROSE MARKET	3,362.00								
1	21	06/06/18 50% Downtown Flower Baskets	3,362.00*			2310		470300	350		101000

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35842	86499S	3779 MSU LOCAL GOVERNMENT CENTER	3,615.56					
2	1893	06/07/18 Commission Training	3,615.56*			1000 101 410130	350	101000
35843	86484S	3750 HAPPE, HOLLY	172.17					
1	17-18	06/06/18 Certification Test - Helena	172.17*			1000 102 410360	370	101000
35844	86471S	2662 BOUND TREE MEDICAL, LLC	231.67					
1	82882293	05/31/18 Patient Supplies	231.67			5510 142 420730	235	101000
35845	86475S	2671 COMDATA	2,315.35					
1	20294552	06/01/18 Fire Fuel - May	364.70			1000 141 420400	236	101000
2	20294552	06/01/18 EMS Fuel - May	1,950.65*			5510 142 420730	236	101000
35846	86472S	23 CARQUEST AUTO PARTS	20.58					
1	1912411786	06/02/18 Oil	20.58*			5510 142 420730	232	101000
35847	86508S	1986 RDJ SPECIALTIES, INC.	320.04					
1	105942	05/25/18 Fire Prevention Supplies	320.04*			1000 141 420400	313	101000
35848	86468S	22 ALL SERVICE TIRE & ALIGNMENT,	60.00					
1	54646	06/04/18 Mount & Balance C3	60.00*			5510 142 420730	232	101000
35849	86471S	2662 BOUND TREE MEDICAL, LLC	190.99					
1	82884889	06/05/18 Patient Supplies	190.99			5510 142 420730	235	101000
35850	86491S	55 LIVINGSTON HEALTH CARE-MEMORIAL	26.15					
1	17143	06/04/18 Patient Supplies	26.15			5510 142 420730	235	101000
35851	86471S	2662 BOUND TREE MEDICAL, LLC	125.97					
1	82886286	06/06/18 Patient Supplies	125.97			5510 142 420730	235	101000
35852	86468S	22 ALL SERVICE TIRE & ALIGNMENT,	580.00					
1	54460	05/07/18 Tires M2	580.00*			5510 142 420730	220	101000
35853	86488S	1390 KEN'S EQUIPMENT REPAIR, INC	491.10					
1	51082	05/17/18 M2 Repair/Oil Change	224.00*			5510 142 420730	232	101000
2	51083	05/17/18 Oil Change	267.10*			5510 142 420730	232	101000
35854	86481S	3798 FRANZ, DREW	792.51					
1	17-18	06/13/18 Reimburse Medic School	792.51			5510 142 420730	370	101000

For doc #s from 35743 to 35909, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund Org Acct	Object Proj	Cash Account
35855	86511S	14 SHOPKO STORES, LLC	20.98					
1	031770010	06/05/18 Station Supplies	20.98*			5510 142 420730	220	101000
35856	86469S	402 ALPINE ELECTRONICS RADIO SHACK	180.00					
1	10248265	06/07/18 Monitor	180.00			1000 141 420400	220	101000
35857	86508S	1986 RDJ SPECIALTIES, INC.	270.19					
1	106011	06/04/18 Fire Prevention Supplies	270.19*			1000 141 420400	313	101000
35858	86471S	2662 BOUND TREE MEDICAL, LLC	318.91					
1	82879216	05/30/18 Patient Supplies	318.91			5510 142 420730	235	101000
35859	86470S	3293 BLACKFOOT COMMUNICATIONS	149.98					
1	166824	06/01/18 Internet	49.99*			2500 151 430220	346	101000
2	166824	06/01/18 Internet	49.99*			5310 503 430610	346	101000
3	166824	06/01/18 Internet	50.00*			5410 504 430820	346	101000
35860	86495S	603 MONTANA LEAGUE OF CITIES & TOWNS	2,590.35					
1	LIVI201806	06/01/18 18-19 Membership dues	2,590.35*			1000 101 410130	332	101000
35861	86485S	1783 J & H OFFICE EQUIPMENT	488.29					
2	22755154	05/31/18 Canon Copier	213.00			1000 123 411700	368	101000
3	22772630	06/04/18 Copier Lease	275.29			1000 123 411700	368	101000
35862	86503S	151 NORTHWESTERN ENERGY	32.33					
1	3286284	06/07/18 101 Star Rd	32.33			1000 121 411230	341	101000
35863	86473S	3440 CHARTER COMMUNICATIONS	885.12					
2	0179860	06/04/18 110 S. B Internet	885.12*			1000 122 411300	346	101000
35864	86516S	2823 THOMSON REUTERS - WEST	292.74					
1	838314393	06/01/18 Information Charge - May	292.74*			1000 107 411100	334	101000
35865	86512S	999999 SPIRITS STATE LIQUOR	65.00					
1	TK20170441	05/31/18 Restitution - Thomas Nall	65.00			1000 351030		101000
35866	86477S	999999 DURHAM, MIKE	407.70					
1	TK20170077	05/31/18 Restitution - Terri Chambe	407.70			1000 351030		101000

For doc #s from 35743 to 35909, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
35867	86507S	3728 PORTEEN, JAY	131.02								
1		17-18 06/01/18 Deposition - Billings	131.02			1000	107	411100	370		101000
35868	86487S	3037 JOHNSTON ELECTRIC, LLC	25.90								
1		6951 05/27/18 37% Hall Lights	25.90*			1000	121	411230	360		101000
35869	86496S	643 MONTANA MAGISTRATES ASSOCIATION	200.00								
1		18-19 06/04/18 MMA Dues 18-19	200.00*			1000	102	410360	334		101000
35870	86492S	147 LIVINGSTON UTILITY BILLING	1,528.72								
1		00090016 06/05/18 City/County complex	359.62*			1000	121	411230	342		101000
2		50000010 06/05/18 Parks	236.85			1000	155	430950	342		101000
5		00016214 06/05/18 Cemetery	75.01			1000	155	430950	342		101000
6		00004638 06/05/18 Soccer Fieldhouse	41.00			1000	155	430950	342		101000
7		00014366 06/05/18 Sewer Plant	579.45*			5310	503	430640	342		101000
9		00014352 06/05/18 Street Shop	48.78			2500	151	430220	342		101000
10		00014352 06/05/18 Street Shop	48.78			5410	504	430820	342		101000
11		00014474 06/05/18 Scale House	40.85			5410	504	430820	342		101000
12		00014347 06/05/18 Utility shop	0.00*			5210	502	430520	342		101000
13		00014347 06/05/18 Utility shop	0.00			5310	503	430620	342		101000
14		00014347 06/05/18 Utility shop	0.00			5410	504	430820	342		101000
15		16149 06/05/18 City of Livingston Star Rd	46.76*			1000	121	411230	342		101000
16		80013 06/05/18 Ciity of Livingston B Street	51.62*			1000	121	411230	342		101000
17		80232 06/05/18 110 S. B Street-Irrigation	0.00*			1000	121	411230	342		101000
35871	86498S	999999 MORUP-BAEZ, YASMIN RACHEL	5.00								
1		TK20150305 06/04/18 Refund Overpayment	5.00			1000		351037			101000
35872	86488S	1390 KEN'S EQUIPMENT REPAIR, INC	225.00								
1		0414 06/05/18 Tow 06 Buick Lacross	225.00			1000	131	420100	350		101000
35873	86491S	55 LIVINGSTON HEALTH CARE-MEMORIAL	112.00								
1		2156560 04/21/18 Lab Tests	28.00			1000	131	420100	350		101000
2		2219327 05/20/18 Lab Tests	28.00			1000	131	420100	350		101000
3		2188431 05/06/18 Lab Tests	28.00			1000	131	420100	350		101000
4		2171866 04/29/18 Lab Tests	28.00			1000	131	420100	350		101000
35874	86475S	2671 COMDATA	1,953.87								
1		20294534 06/01/18 Fuel Police Dept.	1,953.87*			1000	131	420100	236		101000

For doc #s from 35743 to 35909, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund Org Acct	Object Proj	Cash Account
35875	86518S	3376 TRANSUNION RISK & ALTERNATIVE	25.00					
1	380349	06/01/18 investigative research	25.00			1000 131 420100	350	101000
35876	86468S	22 ALL SERVICE TIRE & ALIGNMENT,	43.00					
1	54632	05/31/18 Oil Change	43.00			1000 131 420100	360	101000
35877	86466S	3727 AAA CLEANING, LLC	540.00					
1	05-2018	05/31/18 Cleaning PW - May	90.00			1000 106 411030	200	101000
2	05-2018	05/31/18 Cleaning PW - May	90.00			1000 155 430100	224	101000
3	05-2018	05/31/18 Cleaning PW - May	90.00			2500 151 430220	224	101000
4	05-2018	05/31/18 Cleaning PW - May	90.00			5210 502 430510	224	101000
5	05-2018	05/31/18 Cleaning PW - May	90.00			5310 503 430610	224	101000
6	05-2018	05/31/18 Cleaning PW - May	90.00*			5410 504 430820	224	101000
35878	86468S	22 ALL SERVICE TIRE & ALIGNMENT,	15.00					
1	54605	05/29/18 Tire Repair	15.00*			5210 502 430515	232	101000
35879	86472S	23 CARQUEST AUTO PARTS	201.03					
1	1912410989	05/24/18 Respirator	95.60*			5210 502 430515	231	101000
2	1912411679	06/01/18 Headlight	29.43			5310 503 430625	232	101000
3	1912411722	06/01/18 Supplies	76.00*			5410 504 430830	231	101000
35880	86488S	1390 KEN'S EQUIPMENT REPAIR, INC	2,722.95					
1	51122	05/29/18 Fuel Filter	917.80			2500 151 430240	362	101000
2	50992	05/04/18 Adjust Clutch	90.00			2500 151 430240	362	101000
3	51161	05/30/18 Radiator	1,533.45			2500 151 430240	362	101000
4	51040	05/10/18 Lamp	56.40*			5210 502 430515	231	101000
5	50957	05/01/18 Fuel Filter	125.30			2500 151 430240	362	101000
35881	86489S	776 KENYON NOBLE	103.32					
1	6505663	04/30/18 Concrete	29.52*			5210 502 430515	231	101000
2	6524372	05/09/18 Concrete	73.80*			5210 502 430515	231	101000
35882	86490S	26 LIVINGSTON ACE HARDWARE -	55.71					
1	C93455	06/05/18 Sewer Supplies	55.71			5310 503 430625	231	101000
35883	86497S	2731 MONTANA WASTE SYSTEMS, INC	84,886.36					
1	588748	05/31/18 Transfer fees	84,886.36*			5410 504 430840	396	101000

For doc #s from 35743 to 35909, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund Org Acct	Object	Proj	Cash Account
35884	86517S	3560 Titan Machinery	1,572.40						
1	10916301	05/30/18 Parts	1,572.40*			2500 151 430240	232		101000
35885	86478S	542 EAGLE FENCE, LLC	1,835.00						
1	0810	05/30/18 Fence	1,835.00			5410 504 430830	361		101000
35886	86493S	3352 MACON SUPPLY INC.	1,128.28						
1	808996	06/01/18 Parts	1,128.28*			2400 420100	231		101000
35887	86494S	3040 MIDWAY RENTAL, INC.	129.00						
1	5-896109	05/25/18 Air Filter	64.50*			5210 502 430515	231		101000
2	5-896109	05/25/18 Air Filter	64.50			5310 503 430625	231		101000
35888	86501S	12 NORMONT EQUIPMENT	2,574.00						
1	17488	05/31/18 Eumlsion	2,574.00			2820 210 430240	472		101000
35889	86502S	33 NORTH CENTRAL LABORATORIES	2,132.73						
1	407412	05/30/18 Lab supplies	2,132.73			5310 503 430640	225		101000
35890	86509S	3659 RIVERSIDE HARDWARE LLC	15.99						
1	43701	05/16/18 Supplies	15.99*			5210 502 430520	220		101000
35891	86475S	2671 COMDATA	2,809.61						
1	20294535	06/01/18 Fuel	56.20			1000 143 420403	236		101000
2	20294535	06/01/18 Fuel	1,034.22			5210 502 430515	236		101000
3	20294535	06/01/18 Fuel	329.50			5310 503 430625	236		101000
4	20294535	06/01/18 Fuel	591.41			1000 155 430950	236		101000
5	20294535	06/01/18 Fuel	472.11			2500 151 430240	236		101000
6	20294535	06/01/18 Fuel	214.04			5410 504 430830	236		101000
7	20294535	06/01/18 Fuel	112.13			1000 154 440640	236		101000
35892	86488S	1390 KEN'S EQUIPMENT REPAIR, INC	2,659.60						
1	50995	05/07/18 Road Service	755.00			5410 504 430830	362		101000
2	51058	05/15/18 Troubleshoot	90.00			5410 504 430830	362		101000
3	51031	05/09/18 Troubleshoot	135.00			5410 504 430830	362		101000
4	51155	05/30/18 Repair	135.00			5410 504 430830	362		101000
5	51162	05/23/18 Troubleshoot and Replace	446.35			5410 504 430830	362		101000
6	51098	05/21/18 Troubleshoot and Replace	1,098.25			5410 504 430830	362		101000

For doc #s from 35743 to 35909, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund Org Acct	Object Proj	Cash Account
35893	86513S	3353 STORY DISTRIBUTING	1,083.02					
1	80821	06/05/18 Diesel 385g	1,062.22*			1000 123 411700	236	101000
2	80821	06/05/18 Additive 26 oz	20.80*			1000 123 411700	236	101000
35894	86522S	3472 UTILTIES UNDERGROUND LOCATION	167.99					
1	8055082	05/31/18 Excavation Notifications	83.99			5210 502 430515	317	101000
2	8055082	05/31/18 Excavation Notifications	84.00			5310 503 430625	317	101000
35895	86515S	2999 TEAR IT UP L.L.C.	37.20					
1	36153	06/06/18 86# Public Works	6.20*			1000 106 411030	220	101000
2	36153	06/06/18 86# Public Works	6.20			1000 155 430100	220	101000
3	36153	06/06/18 86# Public Works	6.20			2500 151 430240	361	101000
4	36153	06/06/18 86# Public Works	6.20			5310 503 430620	220	101000
5	36153	06/06/18 86# Public Works	6.20			5210 502 430510	220	101000
6	36153	06/06/18 86# Public Works	6.20			5410 504 430820	220	101000
35896	86514S	3390 TD&H ENGINEERING, INC	17,542.15					
1	12806	05/16/18 034 Water Master Plan	5,168.25			5210 502 430520	960	102190
2	12807	05/16/18 033 Discovery Vista	22.41			5310 503 430610	352	101000
3	12807	05/16/18 033 Discovery Vista	22.42			5210 502 430515	350	101000
4	12807	05/16/18 033 Discovery Vista	22.42			2500 151 430220	352	101000
5	12807	05/16/18 029 LHC	550.00			5310 503 430610	352	101000
6	12807	05/16/18 029 LHC	550.00			5210 502 430515	350	101000
7	12807	05/16/18 029 LHC	550.00			2500 151 430220	352	101000
8	12807	05/16/18 036 N.S. Tans Plan	10,656.65			2399 151 430240	960	102075
35897	86472S	23 CARQUEST AUTO PARTS	24.83					
1	1912412264	06/07/18 Supplies	24.83			2500 151 430240	231	101000
35898	86482S	1845 GENERAL DISTRIBUTING COMPANY	55.00					
1	646279	05/31/18 Acetylene	55.00			2500 151 430240	231	101000
35899	86483S	3799 GLOBAL EQUIPMENT COMANPY INC.	129.80					
1	112715506	06/01/18 Pool Supplies	129.80			1000 155 460445	231	101000
35900	86473S	3440 CHARTER COMMUNICATIONS	885.12					
1	0179878	06/04/18 PW internet	354.05*			1000 122 411300	346	101000
2	0179878	06/04/18 PW internet	132.77*			2500 151 430220	346	101000
3	0179878	06/04/18 PW internet	132.77*			5210 502 430510	346	101000
4	0179878	06/04/18 PW internet	132.77*			5310 503 430610	346	101000
5	0179878	06/04/18 PW internet	132.76*			5410 504 430820	346	101000

For doc #s from 35743 to 35909, Operating Cash
* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund Org Acct	Object Proj	Cash Account
35901	86472S	23 CARQUEST AUTO PARTS	54.00					
1		1912412125 06/06/18 Utility Roll	54.00*			5210 502 430515	231	101000
35902	86474S	3491 COFFMAN'S PEAK ELECTRIC, LLC	612.80					
1		1269 06/09/18 F Street Repair	612.80*			2400 420100	361	101000
35903	86474S	3491 COFFMAN'S PEAK ELECTRIC, LLC	1,182.50					
1		1268 06/09/18 LED Conv. Pole Lights	1,182.50*			2400 420100	361	101000
35904	86479S	2386 FERGUSON ENTERPRISES, INC.	89.00					
1		0685870 06/06/18 Supplies	89.00*			5210 502 430515	220	101000
35905	86480S	2904 FISHER SAND AND GRAVEL	738.00					
1		64594 05/31/18 Flow-Fill Concrete	738.00			2820 210 430240	476	101000
35906	86486S	3387 J & H, Inc.	84.81					
1		532781 06/08/18 Copier maintenance	16.97			5210 502 430515	368	101000
2		532781 06/08/18 Copier maintenance	16.96			5310 503 430625	368	101000
3		532781 06/08/18 Copier maintenance	16.96			5410 504 430830	368	101000
4		532781 06/08/18 Copier maintenance	16.96			2500 151 430240	368	101000
5		532781 06/08/18 Copier maintenance	16.96*			1000 106 411030	368	101000
35907	86500S	3688 MURDOCH'S RANCH & HOME SUPPLY	7.98					
1		B45932 06/11/18 Lock Pin	7.98*			2500 151 430240	232	101000
35908	86476S	9 CRASH REPAIR CENTER, INC.	5,527.24					
1		18-0528 06/04/18 2012 Chev Express	5,527.24*			5510 142 420730	232	101000
35909	86488S	1390 KEN'S EQUIPMENT REPAIR, INC	324.00					
1		50984 05/03/18 Filter	324.00			5410 504 430830	232	101000

# of Claims 164 Total: 967,416.27

Backup material for agenda item:

C. CONSENT - Approve Application of Matthew Ernest for Special Parking Space

City of Livingston
Application for Special Parking Spaces
Reserved for Disabled Persons On a Public Street
(Please note this process may take up to 90 days from date of submission)

****

Name of Applicant: Matthew Ernest

Address: 219 W. Calendar St. Apt. B1-1 Phone: (719) 360-5377
Betty D'Angelo 222-1508

Type of Special Parking Space Requested:

_____ General Public Use ✓ Reserved for Personal Use of a Disabled Person. ($50 fee)

Specific Location of the Requested Space: Corner of South 3rd and Calendar

Reason for the Request:
Difficulty walking long distances with current disability.

****

If requesting a "special parking space" reserved for personal use in a residential area, please answer the following questions:

1. Do you operate a vehicle displaying a specialty inscribed license plate issued by the state of Montana to disabled persons and displaying a wheelchair symbol, or the letters "DV" issued to disabled veteran's, or do you possess a special parking permit issued by the State of Montana to persons with a disability? ***(Please provide a copy of the vehicle registration).*** Yes ✓ No___
2. Is the requested parking space adjacent to your permanent residence? Yes ✓ No___
3. Does reasonably accessible and practicable off street parking exist? Yes___ No ✓
4. License plate number of vehicle(s) designated to use the space: F3939
5. Are the designated vehicles operated by you? Yes ✓ No___

Administrative Use Only

Date application received: 6-7-18 Reviewed by: Cy Hahn

Does request meet criteria? Yes X No ___
Comments _____

City Commission Action: ____ Approved ____ Denied Date: _____

****

Installation of Sign:
Sign installed by: _____ Date: _____

Amount Collected: _____ Check no. _____

Removal of Sign
Sign removed by: _____ Date _____

Reason for Removal: _____

Montana Vehicle Registration Valid Through Date **03/31/2019** Renewal Cust Nbr **3445820**

County	**Park**	Issue Date	**05/09/2018**	Tab Nbr	**A01139133**
Usage	**Regular**	User	**pj4901**	Plate Nbr	**F3939**
Reg Usage	**Regular**	Fleet Nbr		Plate Type	**Disabled Veteran (DV)**
Reg Type		OTN			

Owners / Lessors
Matthew J Ernest
219 W Callender St
Apt B11
Livingston, MT 590472638

VIN	**2C3CDXCT4GH133824**	Year	**2016**	Make	**Dodge**	Model	**Charger**
Veh Type	**Passenger (PC)**	Style	**SD**	Color	**Black**	Ext Model	
Weight	**4264**	Ton Code				Veh Nbr	**4023451**
Decl GVW		GVW Class		GVW Beg		GVW End	

Matthew J Ernest
219 W Callender St
Apt B11
Livingston, MT 590472638

By registering this vehicle the applicant acknowledges having knowledge of the FMCSR and FHMR, if applicable.

Tab Number
A01139133

Month Number
03

State of Montana
Attention Vehicle Owner

When applying tab to rear license plate:
1. Thoroughly clean license plate.
2. Peel tab from backing.
3. Place tab where indicated on face of dry, clean plate or over the top of the prior year's tab.
4. Firmly rub tab and edges down.

This registration receipt must be in the motor vehicle or trailer to which it pertains at all times. The driver or person in control of the vehicle or trailer must display this receipt to a peace officer or any officer or employee of the Montana Department of Justice or Department of Transportation, upon demand of the officer or employee.

Montana law requires the owner of any motor vehicle that is registered and operated on a public highway or a private way commonly used by the public in this state to continuously maintain mandatory motor vehicle liability insurance in the amounts specified by law. Unless this vehicle qualifies for an exemption under Mont. Code Ann. § 61-6-303, such as a motorcycle or quadricycle, mandatory motor vehicle liability insurance is required.

Proof of compliance with the mandatory liability insurance law must be in the motor vehicle. The owner or driver of the motor vehicle must display the insurance card or other proof of compliance to any peace officer, judge or other authorized individual upon demand. Violation of this requirement is a misdemeanor that carries the same penalties as a no insurance violation.

Next time, you may renew your vehicle registration online at https://app.mt.gov/vrr/

Public Safety is a Partnership: Buckle Up Slow Down - Dont Drink and Drive

dojmt.gov/driving

Backup material for agenda item:

D. CONSENT - Approve request of Community Health Partners for special parking space

City of Livingston
Application for Special Parking Spaces
Reserved for Disabled Persons On a Public Street
(Please note this process may take up to 90 days from date of submission)

****

Name of Applicant: Community Health Partners

Address: 126 S. Main Street Phone: 222-1111 539-9358

Type of Special Parking Space Requested:

X General Public Use _____ Reserved for Personal Use of a Disabled Person. ($50 fee)

Specific Location of the Requested Space: Close to 112 W. Lewis St.

Reason for the Request:
Our new front door for our clinic is moving permanently to 112 W. Lewis and we need access closer to this door.

****

The spot on Main Street could be moved around the corner.

If requesting a "special parking space" reserved for personal use in a residential area, please answer the following questions:

1. Do you operate a vehicle displaying a specialty inscribed license plate issued by the state of Montana to disabled persons and displaying a wheelchair symbol, or the letters "DV" issued to disabled veteran's, or do you possess a special parking permit issued by the State of Montana to persons with a disability? ***(Please provide a copy of the vehicle registration).*** Yes___ No___
2. Is the requested parking space adjacent to your permanent residence? Yes ___ No___
3. Does reasonably accessible and practicable off street parking exist? Yes___ No___
4. License plate number of vehicle(s) designated to use the space: _____
5. Are the designated vehicles operated by you? Yes ___ No____

Administrative Use Only

Date application received: _____ Reviewed by: _____

Does request meet criteria? Yes___ No ___
Comments _____

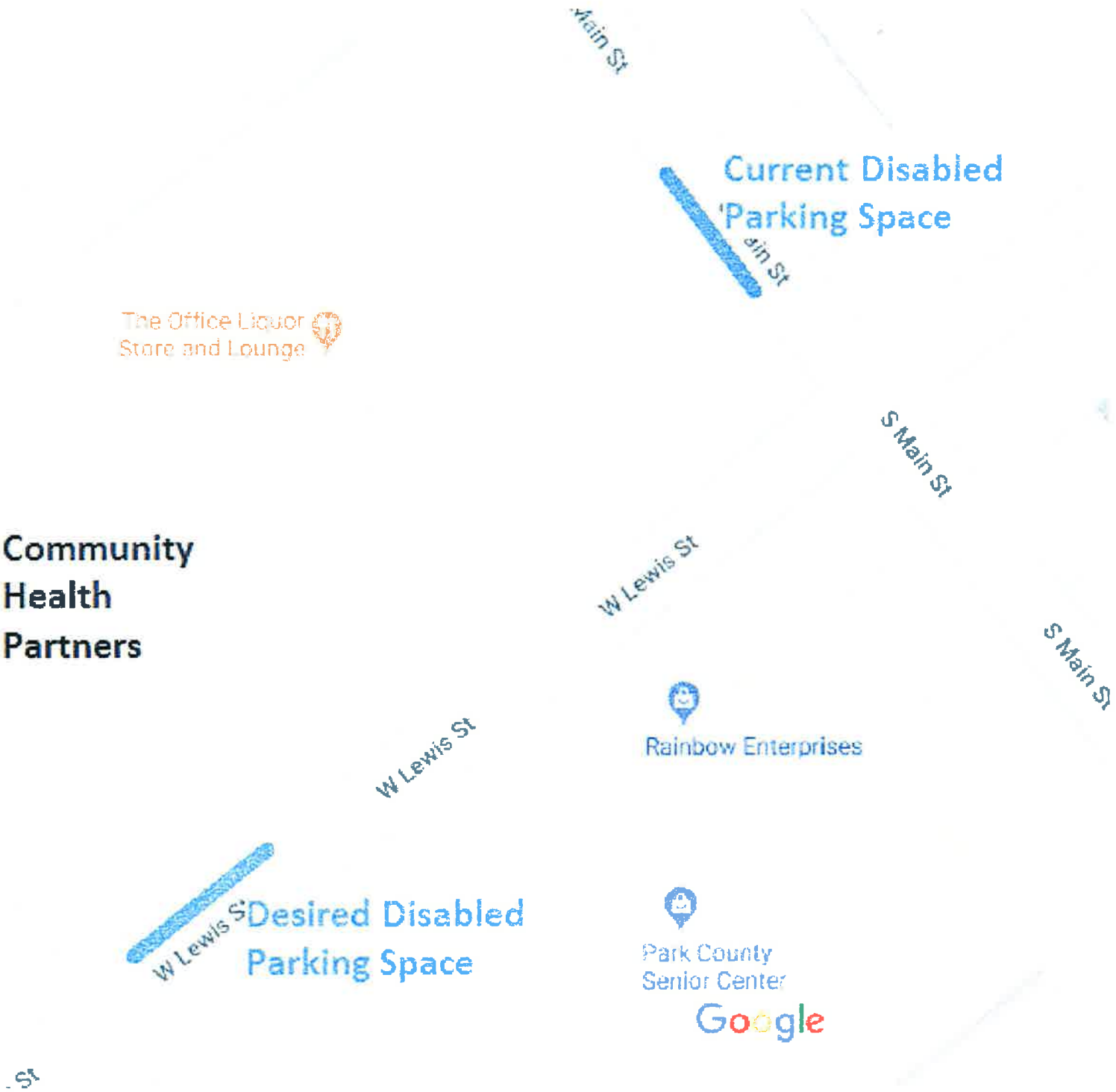
City Commission Action: ____ Approved ____ Denied Date: _____

****

Installation of Sign:
Sign installed by: _____ Date: _____
Amount Collected: _____ Check no. _____

Removal of Sign
Sign removed by: _____ Date _____
Reason for Removal: _____

Community
Health
Partners



Backup material for agenda item:

A. **RESOLUTION NO. 4801 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DISCONTINUING AND VACATING THE UNDEVELOPED ALLEY ADJACENT TO FRACTIONAL LOTS 13-16, ALL OF LOTS, 17-20 AND FRACTIONAL LOTS 21-23 ALL IN THE BLOCK G OF THE RIVERSIDE ADDITION TO THE CITY OF LIVINGSTON, MONTANA.**

RESOLUTION NO. 4801

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, DISCONTINUING AND VACATING THE UNDEVELOPED ALLEY ADJACENT TO FRACTIONAL LOTS 13-16, ALL OF LOTS 17-20 AND FRACTIONAL LOTS 21-23 ALL IN BLOCK G OF THE RIVERSIDE ADDITON TO THE CITY OF LIVINGSTON, MONTANA.

WHEREAS, Julia Barton, owner of all of Block G, Riverside Addition to the City of Livingston, Montana, has petitioned the City to discontinue and vacate the undeveloped alley in Block G, Riverside Addition as depicted on Exhibit A which is attached hereto and incorporated by this reference as though fully set forth herein; and

WHEREAS, it appears that the street vacation can be done without detriment to the public interest; and

WHEREAS, 7-14-4114 MCA requires that the City publish notice of its intent to discontinue said alley, providing an opportunity to comment on said proposed discontinuance and vacation.

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

That the City Commission will discontinue and vacate the undeveloped alley adjacent to fractional lots 13-16, all of lots 17-20 and fractional lots 21-23 all in Block G of the Riverside Addition to the City of Livingston, Montana, as depicted on Exhibit A attached hereto.

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

_____
DOREL HOGLUND, Chairperson

ATTEST:

_____
LISA HARRELD
Recording Secretary

APPROVED AS TO FORM:

_____
JAY PORTEEN
City Attorney


A Sketch Of
THE PROPOSED ALLEY ABANDONMENT IN BLOCK G OF THE RIVERSIDE ADDITION TO LIVINGSTON
Located In The NW¼ of Section 18, Township 2 South, Range 10 East, P.M.M. County Of Park, State Of Montana
EXHIBIT
North
Tract B
C.O.S. 303
Plat No. 621
Section 7
Section 18
Livingston City Limits
Block G
Julia Barton
Deed Rec. Doc. #368404
Alley
(To Be Abandoned)
Block G
Julia Barton
Deed Rec. Doc. #368404
Block H
Q Street
Lewis Street
Little Creek Bend
C.O.S. 2470
C.O.S. 1727
Block S
Note:
The aerial photograph is placed in a best-fit position for illustration purposes only. The photograph is warped in respect to the grid used this survey. Features in this photograph do not precisely match the location of surveyed features.
50
0
50
SCALE: 1" = 50'
Drawn By:
K. Loberg
2-01-2018
HALLIN & ASSOCIATES, PLLC
Professional Land Surveyors
1318 West Front Street
Livingston, Montana 59
(406) 222-1303

Backup material for agenda item:

A. **RESOLUTION NO. 4799 - 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 2018.**

Livingston City Commission

LEGISLATIVE ACTION SUMMARY

Ordinance/Resolution No: 4799

Requested by: Parks & Recreation Department

Date of First Consideration/Status: June 19, 2018;

Purpose of Legislation: Resolution No. 4799 requests the City Commission's authorization for the City Manager to enter into Live Performance Agreements ("the Agreements") with performing artists Hope Montgomery, Cindy Hicks and The MAX for Summerfest 2018 ("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 20, 2018. 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. 4799 as Exhibit A.

Regulatory Impact (local): N/A

Attachments: Live Performance Agreements.

RESOLUTION NO. 4799

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 2018.

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 20, 2018 ("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 with Hope Montgomery, Cindy Hicks and The MAX, 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, 2018.

_____
DOREL HOGLUND - Chairperson

ATTEST:

_____
LISA HARRELD
Recording Secretary

APPROVED AS TO FORM:

_____
JAY PORTEEN
City Attorney

LIVE PERFORMANCE AGREEMENT
SUMMERFEST 2018

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 Hope Montgomery (the "Artist"; and sometimes together with the City, the "Parties"), a performing artist with a mailing address of 17450 Old Pacific Highway, Rockaway Beach, OR 97136.

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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 20, 2018 ("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 20, 2018

   b. Performance Time: 4:00PM – 5:30PM

   c. Performance Duration: 1.5 hours (90 minutes)

   d. Place: Miles Park Bandshell, Livingston, Montana

   e. Fee: $650.00

   f. Artist's Billing: Hope Montgomery (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: Hope Montgomery Artist
_____	_____
Date	Date

LIVE PERFORMANCE AGREEMENT
SUMMERFEST 2018

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 Highway 89 with Cindy Hicks (the "Artist"; and sometimes together with the City, the "Parties"), a performing artist with a mailing address of 102 S 6th 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 20, 2018 ("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 20, 2018

   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: Highway 89 featuring Cindy Hicks (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	**HWY 89 Featuring Cindy Hicks**
_____	_____
Michael Kardoes City Manager	Name: Cindy Hicks Band Leader
_____	_____
Date	Date

LIVE PERFORMANCE AGREEMENT
SUMMERFEST 2018

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 20, 2018 ("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 20, 2018

   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

Backup material for agenda item:

B. **RESOLUTION NO. 4800 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH MOON OVER MONTANA SOUND AND LIGHTING (JERRY MULLEN) FOR SUMMERFEST 2018.**

Livingston City Commission

LEGISLATIVE ACTION SUMMARY

Ordinance/Resolution No: 4800

Requested by: Parks & Recreation Department

Date of First Consideration/Status: June 19, 2018;

Purpose of Legislation: Resolution No. 4800 requests the City Commission's authorization for the City Manager to enter into a General Services Agreement ("the Agreement") with Moon over Montana Sounds and Lighting (Jerry Mullen) for Summerfest 2018 ("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 20, 2018. The City engaging music artists to perform at Summerfest and the City requires an independent contractor to help the artists with sound at Summerfest. Moon over Montana Sounds and Lighting (Jerry Mullen) 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:

Regulatory Impact (local): N/A

Attachments: General Services Agreement.

RESOLUTION NO. 4800

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH MOON OVER MONTANA SOUND AND LIGHTING (JERRY MULLEN) FOR SUMMERFEST 2018.

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 20, 2018 ("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, Moon over Montana Sound and Lighting (Jerry Mullen) 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 Moon over Montana Sound and Lighting (Jerry Mullen) for Summerfest 2018, 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, 2018.

_____

DOREL HOGLUND - Chairperson

ATTEST:

LISA HARRELD
Recording Secretary

APPROVED AS TO FORM:

JAY PORTEEN
City Attorney

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 **Moon over Montana Sound and Lighting (Jerry Mullen)**, an entity with a principal business address of 711 West Clark, Livingston, 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 20, 2018 ("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 five hundred and no/100 dollars ($1,500.00). 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	**MOON OVER MONTANA SOUND AND LIGHTING**
_____	_____
Michael Kardoes	Name: _____
City Manager	Its: _____
_____	_____
Date	Date

Backup material for agenda item:

C. RESOLUTION NO. 4793 - A RESOLUTION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ESTIMATE THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 IN THE AMOUNT OF $79,200 FOR FISCAL YEAR 2018-2019 AND LEVYING AND ASSESSING PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT.

RESOLUTION NO. 4793

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ESTIMATE THE COST OF MAINTAINING LIGHTS AND SUPPLYING ELECTRICAL CURRENT TO SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 IN THE AMOUNT OF $79,200 FOR FISCAL YEAR 2018-2019 AND LEVYING AND ASSESSING 100% OF THE ESTIMATED COSTS AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT.

WHEREAS, the City of Livingston has created Special Improvement Lighting District No. 20 for the purpose of providing for general public health, safety and welfare by lighting streets for vehicular and pedestrian safety and as a deterrent to criminal activity; and

WHEREAS, the estimated costs of maintaining lights and supplying electrical current for Lighting District No. 20 for Fiscal Year 2018-2019 is $79,200; and

WHEREAS, it is the City's intent to levy and assess 100% of the costs for maintaining the lights and supplying electrical current against each parcel of land within said district for that part of the cost which its assessable area bears to the assessable area of the district which such parcel is located exclusive of streets, avenues, alleys and public places; and

WHEREAS, the City Commission finds that all parcels of property located within the district will be benefitted from maintaining lights and supplying electrical current for Lighting District No. 20; and

WHEREAS, a list of all parcels of property to be assessed within said district which contain the name of each parcel owner and the amount to be levied and assessed thereon is on file and open for public inspection in the office of the City of Livingston, 414 East Callender Street, Livingston, Montana; and

WHEREAS, pursuant to 7-12-4351, MCA, the City Commission will meet on July 17th, 2018, to hear all objections which may be made to such assessment or any part thereof and may adjourn from time to time for that purpose and may by resolution modify such assessment in whole or in part.

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

That Special Improvement Lighting District No. 20 is defined as including each and every parcel of property located in the City of Livingston, including all annexations thereto.

BE IT FURTHER RESOLVED that the City Commission hereby intends to levy and assess for Fiscal Year 2018-2019 100% of the cost of maintaining and supplying electrical current for Special Lighting District No. 20 is in the amount of $79,200 against each and every parcel of land within said district for that part of the cost which its assessable area bears to the assessable area of the entire district exclusive of streets, avenues, alleys and public places, all as set forth in the list of all parcels of property in said district which contains the name of each parcel owner and the amount levied thereon. A copy of said list is on file and open for public inspection in the office of the City of Livingston, 414 East Callender Street, Livingston, Montana.

BE IT FURTHER RESOLVED, that the City Commission will conduct a public hearing on July 17th, 2018 and a copy of the Notice attached hereto as Exhibit A will be posted and published as required by law.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 19th day of June, 2018.

_____
DOREL HOGULUND - Chairperson

ATTEST:

_____
LISA HARRELD
Recording Secretary

APPROVED AS TO FORM:

_____
JAY PORTEEN
City Attorney

NOTICE

A public hearing will be held by the City Commission of Livingston, Montana, on July 17th, 2018, at 6:30 p.m. in the Community Room of the City/County Complex, 414 East Callender Street, Livingston, Montana, on **RESOLUTION NO. 4793** entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO MODIFY SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY MAINTAINING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 100% OF THE ESTIMATED COSTS OF $79,200 FOR FISCAL YEAR 2018-2019 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT, AND CALLING FOR A PUBLIC HEARING.** All interested persons are invited to attend the public hearing, to make comments or make objections thereto. For additional information contact the City of Livingston Finance Department at 110 South B Street, Livingston, MT, 59047, or by phone at 222-1142.

Please advertise twice, six (6) days apart.

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Backup material for agenda item:

D. **RESOLUTION NO. 4794 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO MODIFY SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 100% OF THE ESTIMATED COSTS OF $70,400 FOR FISCAL YEAR 2018-2019 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT, AND CALLING FOR A PUBLIC HEARING.**

RESOLUTION NO. 4794

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO MODIFY SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 100% OF THE ESTIMATED COSTS OF $70,400 FOR FISCAL YEAR 2018-2019 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT, AND CALLING FOR A PUBLIC HEARING.

WHEREAS, the City of Livingston has created Special Improvement Lighting District No. 20 for the purpose of providing for general public health, safety and welfare by lighting streets for vehicular and pedestrian safety and as a deterrent to criminal activity; and

WHEREAS, pursuant to 7-12-4351, MCA, it is the intent of the City Commission to make a modification to Street Lighting District No. 20 by replacing existing street lights; and

WHEREAS, it is the intent to replace street lights in conjunction with the street improvements plans where necessary and/or desirable; and

WHEREAS, it is the City's intent to levy and assess 100 percent of the estimated costs of $70,400 for replacing street lights against each parcel of land within said district for Fiscal Year 2018-2019 for that part of the cost which its assessable area bears to the assessable area of the district which such parcel is located exclusive of streets, avenues, alleys and public places; and

WHEREAS, the City Commission finds that all parcels of property located within the district will be benefitted from replaced street lights; and

WHEREAS, a list of all parcels of property to be assessed within said district which contain the name of each parcel owner and the amount to be levied and assessed thereon is on file and open for public inspection in the office of the City of Livingston, 414 East Callender Street, Livingston, Montana; and

WHEREAS, pursuant to 7-12-4351, MCA, the City Commission will meet on July 17th, 2018, to hear all objections which may be made to such assessment or any part thereof and may adjourn from time to time for that purpose and may by resolution modify such assessment in whole or in part.

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

That Special Improvement Lighting District No. 20 is defined as including each and every parcel of property located in the City of Livingston, including all annexations thereto.

BE IT FURTHER RESOLVED that the City Commission intends to modify Special Improvements Lighting District by replacing lights and appurtenances therein and hereby intends to levy and assess for Fiscal Year 2018-2019 100% of the cost of replacing street lights in the amount of $70,400 against each and every parcel of land within said district for that part of the cost which its assessable area bears to the assessable area of the entire district exclusive of streets, avenues, alleys and public places, all as set forth in the list of all parcels of property in said district which contains the name of each parcel owner and the amount levied thereon. A copy of said list is on file and open for public inspection in the office of the City of Livingston, 414 East Callender Street, Livingston, Montana.

BE IT FURTHER RESOLVED, that the City Commission will conduct a public hearing on July 17th, 2018 and a copy of the Notice attached hereto as Exhibit A will be posted and published as required by law.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 19th day of June, 2018.

_____
DOREL HOGLUND - Chairperson

ATTEST:

_____
LISA HARRELD
Recording Secretary

APPROVED AS TO FORM:

_____
JAY PORTEEN
City Attorney

NOTICE

A public hearing will be held by the City Commission of Livingston, Montana, on July 17th, 2018, at 6:30 p.m. in the Community Room of the City/County Complex, 414 East Callender Street, Livingston, Montana, on **RESOLUTION NO. 4794** entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO MODIFY SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 20 BY REPLACING STREET LIGHTS AND OTHER APPURTENANCES THEREIN AND TO LEVY AND ASSESS 100% OF THE ESTIMATED COSTS OF $70,400 FOR FISCAL YEAR 2018-2019 AGAINST EVERY PARCEL OF PROPERTY WITHIN SAID DISTRICT FOR THAT PART OF THE COST WHICH ITS ASSESSABLE AREA BEARS TO THE ASSESSABLE AREA OF THE DISTRICT, AND CALLING FOR A PUBLIC HEARING.** All interested persons are invited to attend the public hearing, to make comments or make objections thereto. For additional information contact the City of Livingston Finance Department at 110 South B Street, Livingston, MT, 59047, or by phone at 222-1142.

Please advertise twice, six (6) days apart.

Backup material for agenda item:

E. **RESOLUTION NO. 4795 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO SPECIFY THE ASSESSMENT OPTION FOR STREET MAINTENANCE AND IMPROVMENTS DISTRICT NO. 1 FOR FISCAL YEAR 2018-2019, LEVY AND ASSESS ALL PROPERTY WITHIN THE DISTRICT.**

RESOLUTION NO. 4795

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO SPECIFY THE ASSESSMENT OPTION FOR STREET MAINTENANCE AND IMPROVMENTS DISTRICT NO. 1 FOR FISCAL YEAR 2018-2019, LEVY AND ASSESS ALL PROPERTY WITHIN THE DISTRICT.

WHEREAS, in 1994, pursuant to 7-12-4401 *et seq.* Montana Code Annotated (MCA), the City of Livingston enacted Ordinances Nos. 1778 and 1779 which authorized the creation of street maintenance districts and by providing the method of doing the maintenance and of paying for the maintenance; and

WHEREAS, the City created Street Maintenance District No. 1 which encompassed the entire jurisdictional limits of the City of Livingston; and

WHEREAS, pursuant to 7-12-4405 MCA, the City Commission enacted Ordinance Nos. 1877, 1890 and 1973 authorizing the City to improve streets, avenues and alleys within the maintenance district so that the maintenance would be of a durable and continuing benefit; and

WHEREAS, it is the City's intent to levy and assess 100 percent of the costs for improvements and maintenance of streets and alleys against each parcel of land within said district for that part of the cost which its assessable area bears to the assessable area of the district which such parcel is located exclusive of streets, avenues, alleys and public places; and

WHEREAS, the City Commission finds that all parcels of property located within the district will be benefitted from said street and alley improvements and maintenance as all residents of the City use said public ways; and

WHEREAS, a list of all parcels of property to be assessed within said district which contain the name of each parcel owner and the amount to be levied and assessed thereon is on file and open for public inspection in the office of the City of Livingston, 414 East Callender Street, Livingston, Montana; and

WHEREAS, pursuant to 7-12-4427, MCA, the City Commission will meet on July 17th, 2018, at 6:30 p.m. to hear all objections which may be made to such assessment or any part thereof and may adjourn from time to time for that purpose and may by resolution modify such assessment in whole or in part.

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

That Street Maintenance District No. 1 is defined as including each and every parcel of property located in the City of Livingston, including all annexations thereto.

BE IT FURTHER RESOLVED that it is the intent of the City Commission to levy and assesses for Fiscal Year 2018-2019 100% of the cost of improving and maintaining streets and alleys in Street Maintenance District No. 1 in the amount of $1,028,707 against each and every parcel of land within said district for that part of the cost which its assessable area bears to the assessable area of the entire district exclusive of streets, avenues, alleys and public places, all as set forth in the list of all parcels of property in said district which contains the name of each parcel owner and the amount levied thereon. A copy of said list is on file and open for public inspection in the office of the City of Livingston, 414 East Callender Street, Livingston, Montana.

BE IT FURTHER RESOLVED that the City Commission will conduct a public hearing on July 17th, 2018, at 6:30 p.m. in the Community Room of the City County Complex, and a copy of the Notice attached hereto as Exhibit A, and incorporated herein by reference, be posted and published as required by law.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 19th day of June, 2018.

_____
DOREL HOGLUND - Chairperson

ATTEST:

_____
LISA HARRELD
Recording Secretary

APPROVED AS TO FORM:

_____
JAY PORTEEN
City Attorney

Exhibit A – Public Notice

NOTICE

A public hearing will be held by the City Commission of Livingston, Montana, on July 17th, 2018, at 6:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana on **RESOLUTION No. 4795** entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO SPECIFY THE ASSESSMENT OPTION FOR STREET MAINTENANCE AND IMPROVMENTS DISTRICT NO. 1 FOR FISCAL YEAR 2018-2019, LEVY AND ASSESS ALL PROPERTY WITHIN THE DISTRICT.** All interested persons are invited to attend the public hearing, to make comments or make objections to said assessments. For additional information, contact the City of Livingston at 414 East Callender Street, Livingston, MT 59047, or by phone at 823-6001.

Please publish twice at least six (6) days apart and the notice needs also to be posted and copies made available to the public. The hearing must be at least five days after the date of final publication.

Backup material for agenda item:

F. **RESOLUTION NO. 4796 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF IT'S INTENT TO ADJUST ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WATER SYSTEM**

RESOLUTION NO. 4796

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF IT'S INTENT TO ADJUST ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WATER SYSTEM

_____

WHEREAS, the City of Livingston operates water and sewer facilities and services as enterprise funds, i.e. that the cost of providing the services to the general public on a continuing basis are financed or recovered through user charges and are not supported by the general tax levy; and

WHEREAS, 69-7-101 *et seq.* Montana Code Annotated (MCA), authorizes increases in utility rates when deemed necessary by the City Commission; and

WHEREAS, the costs of providing water services, improving infrastructure, and meeting bonded debt coverage continues to rise necessitating a rate increase; and

WHEREAS, a 2% increase which will result in a monthly increase of approximately 24¢ to 78¢, depending on the amount of water consumed by the customer all as set forth in Exhibit A, which is attached hereto and incorporated by this reference as though fully set forth herein; and

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

The City Commission of the City of Livingston, Montana intends to increase the water rate for its customers in the amount of 2% to become effective for water usage starting July 2018, to be billed in August 2018 and that a public hearing will be held by the City Commission at 6:30 p.m. on July 17th , 2018, at which time the public is invited to attend and comment on its intent.

BE IT FURTHER RESOLVED that Notice, attached hereto as Exhibit B and incorporated herein by reference, be published in accordance with law, and a copy of this Resolution be mailed to the Montana Consumer Counsel as required by 69-7-111(5) MCA.

BE IT FURTHER RESOLVED that Notice, attached hereto as Exhibit C, and incorporated herein by reference be mailed to each customer in accordance with law.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 19th day of June, 2018.

_____
DOREL HOGLUND - Chairperson

ATTEST:

_____
LISA HARRELD
Recording Secretary

APPROVED AS TO FORM:

_____
JAY PORTEEN
City Attorney

Exhibit A to Resolution No. 4796

Residential Rates

(based on a standard 5/8" meter)

Water Minimum Charge $ 12.39 per month, plus $2.76 per 1000 gallons

Gallons	Current	2%	Difference
0	$12.15	$12.39	$0.24
1000	$14.86	$15.16	$0.30
2000	$17.57	$17.92	$0.35
3000	$20.28	$20.69	$0.41
4000	$22.99	$23.45	$0.46
5000	$25.70	$26.21	$0.51
6000	$28.41	$28.98	$0.57
7000	$31.12	$31.74	$0.62
8000	$33.83	$34.51	$0.68
9000	$36.54	$37.27	$0.73
10000	$39.25	$40.04	$0.78

Commercial Rates

METER SIZE	GALLONS	BASE CHARGE	PER 1000 GALLONS
3/4"	Up to 7,000	$31.86	$2.76 for usage above 7,000 gallons
1"	Up to 15,000	$54.01	$2.76 for usage above 15,000 gallons
1 1/2"	Up to 25,000	$81.51	$2.76 for usage above 25,000 gallons
2"	Up to 42,000	$128.51	$2.76 for usage above 42,000 gallons
3"	Up to 60,000	$178.28	$2.76 for usage above 60,000 gallons
4"	Up to 100,000	$288.86	$2.76 for usage above 100,000 gallons
6"	Up to 275,000	$772.69	$2.76 for usage above 275,000 gallons

Exhibit B – Public Notice

Notice is hereby given that the Livingston City Commission will conduct a public hearing in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on July 17, 2018, at 6:30 p.m. on **Resolution No. 4796,** entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF IT'S INTENT TO ADJUST RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WATER SYSTEM**, resulting in an increase of approximately 24¢ to 78¢ for residential customers, depending on the amount of water consumed by the customer. All interested persons are invited to attend the public hearing, to make comments or make objections thereto. For additional information contact the City of Livingston Finance Department at 110 South B Street, Livingston, MT, 59047, or by phone at 222-1142.

Please publish three (3) times at least 6 (six) days apart, with the first publication being no more than 28 days prior to the hearing and the last being no less than 3 days prior to the hearing. In addition, please mail a copy to the Consumer Counsel in Helena.

COMBINED NOTICE OF PUBLIC HEARINGS ON PROPOSED RATE INCREASES FOR WATER AND WASTE WATER EFFECTIVE JULY 2018

Notice is hereby given that the City Commission of Livingston, Montana, will conduct public hearings on Resolutions 4796 & 4797 in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on July 17, 2018, at 6:30 p.m. of its intent to increase the Water Rate in the amount of 2% (approximately 24¢ to 78¢ for residential customers, depending on the amount of water consumed by the customer) and the Sewer Rate in the amount of 2.5% (approximately 46¢ to $2.34. See attached schedules. The public is invited to attend and comment on the proposed rate increases. For further information, contact the City of Livingston Finance Department at 110 South B Street, Livingston, MT, 59047, or by phone at 222-1142.

Please mail at least 7 days and no more than 30 days prior to the hearing to each customer including an estimate of the amount the customer's average bill will increase.

Water Minimum Charge $ 12.39 per month, plus $2.76 per 1000 gallons

Gallons	Current	2%	Difference
0	$12.15	$12.39	$0.24
1000	$14.86	$15.16	$0.30
2000	$17.57	$17.92	$0.35
3000	$20.28	$20.69	$0.41
4000	$22.99	$23.45	$0.46
5000	$25.70	$26.21	$0.51
6000	$28.41	$28.98	$0.57
7000	$31.12	$31.74	$0.62
8000	$33.83	$34.51	$0.68
9000	$36.54	$37.27	$0.73
10000	$39.25	$40.04	$0.78

Sewer Minimum Charge $18.94 per month; plus $7.70 per 1000 gallons

Gallons	Current	2.5%	Difference
0	$18.48	$18.94	$0.46
1000	$25.99	$26.64	$0.65
2000	$33.50	$34.34	$0.84
3000	$41.01	$42.04	$1.03
4000	$48.52	$49.73	$1.21
5000	$56.03	$57.43	$1.40
6000	$63.54	$65.13	$1.59
7000	$71.05	$72.83	$1.78
8000	$78.56	$80.52	$1.96
9000	$86.07	$88.22	$2.15
10000	$93.58	$95.92	$2.34

Backup material for agenda item:

G. **RESOLUTION NO. 4797 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ADJUST ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WASTEWATER SYSTEM**

RESOLUTION NO. 4797

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ADJUST ALL RATES FOR ALL CUSTOMERS OF THE CITY OF LIVINGSTON WASTEWATER SYSTEM

WHEREAS, the City of Livingston operates water and sewer facilities and services as enterprise funds, i.e. that the cost of providing the services to the general public on a continuing basis are financed or recovered through user charges and are not supported by the general tax levy; and

WHEREAS, 69-7-101 *et seq.* Montana Code Annotated (MCA), authorizes increases in utility rates when deemed necessary by the City Commission; and

WHEREAS, the costs of providing wastewater services, improving infrastructure, and meeting bonded debt coverage continues to rise necessitating a rate increase; and

WHEREAS, a 2.5% increase in sewer rates will result in a monthly increase of 46¢ to $2.34 per month increase depending on sewer usage, all as set forth in Exhibit A, which is attached hereto and incorporated by this reference as though fully set forth herein; and

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

The City Commission of the City of Livingston, Montana intends to increase the wastewater rate for its customers in the amount of 2.5% to become effective for sewer usage starting July 2018, to be billed in August 2018 and that a public hearing will be held by the City Commission at 6:30 p.m. on July 17, 2018, at which time the public is invited to attend and comment on its intent.

BE IT FURTHER RESOLVED that Notice, attached hereto as Exhibit B and incorporated herein by reference, be published in accordance with law, and a copy of this Resolution be mailed to the Montana Consumer Counsel as required by 69-7-111(5) MCA.

BE IT FURTHER RESOLVED that Notice, attached hereto as Exhibit C, and incorporated herein by reference be mailed to each customer in accordance with law.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 19th day of June, 2018.

_____
DOREL HOGLUND - Chairperson

ATTEST:

_____
LISA HARRELD
Recording Secretary

APPROVED AS TO FORM:

_____
JAY PORTEEN
City Attorney

Exhibit A- Sewer Rate changes based on 2.5% increase

Sewer Minimum Charge $18.94 per month; plus $7.70 per 1000 gallons

Gallons	Current	2.5%	Difference
0	$18.48	$18.94	$0.46
1000	$25.99	$26.64	$0.65
2000	$33.50	$34.34	$0.84
3000	$41.01	$42.04	$1.03
4000	$48.52	$49.73	$1.21
5000	$56.03	$57.43	$1.40
6000	$63.54	$65.13	$1.59
7000	$71.05	$72.83	$1.78
8000	$78.56	$80.52	$1.96
9000	$86.07	$88.22	$2.15
10000	$93.58	$95.92	$2.34

Exhibit B- Public Notice

NOTICE

Notice is hereby given that the Livingston City Commission will conduct a public hearing in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on July 17, 2018, at 6:30 p.m. on **Resolution No. 4797**, entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO INCREASE THE WASTEWATER RATE IN THE AMOUNT OF 2.5% TO BECOME EFFECTIVE FOR JULY 2018 SEWER USAGE, BILLED IN AUGUST 2018,** resulting in an increase of approximately 46¢ to $2.34, depending on the amount of wastewater used by the customer. All interested persons are invited to attend the public hearing, to make comments or make objections thereto. For additional information contact the City of Livingston Finance Department at 110 South B Street, Livingston, MT, 59047, or by phone at 222-1142.

Please publish three (3) times at least 6 (six) days apart, with the first publication being no more than 28 days prior to the hearing and the last being no less than 3 days prior to the hearing. In addition, please mail a copy to the Consumer Counsel in Helena.

Exhibit C- Public Notice Mailing

COMBINED NOTICE OF PUBLIC HEARINGS ON PROPOSED RATE INCREASES FOR WATER AND WASTE WATER EFFECTIVE JULY 2018

Notice is hereby given that the City Commission of Livingston, Montana, will conduct public hearings on Resolutions 4796 & 4797 in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on July 17, 2018, at 6:30 p.m. of its intent to increase the Water Rate in the amount of 2% (approximately 24¢ to 78¢, depending on the amount of water consumed by the customer) and the Sewer Rate in the amount of 2.5% (approximately 46¢ to $2.34. See attached schedules. The public is invited to attend and comment on the proposed rate increases. For further information, contact the City of Livingston Finance Department at 110 South B Street, Livingston, MT, 59047, or by phone at 222-1142.

Please mail at least 7 days and no more than 30 days prior to the hearing to each customer including an estimate of the amount the customer's average bill will increase.

Water Minimum Charge $ 12.39 per month, plus $2.76 per 1000 gallons

Gallons	Current	2%	Difference
0	$12.15	$12.39	$0.24
1000	$14.86	$15.16	$0.30
2000	$17.57	$17.92	$0.35
3000	$20.28	$20.69	$0.41
4000	$22.99	$23.45	$0.46
5000	$25.70	$26.21	$0.51
6000	$28.41	$28.98	$0.57
7000	$31.12	$31.74	$0.62
8000	$33.83	$34.51	$0.68
9000	$36.54	$37.27	$0.73
10000	$39.25	$40.04	$0.78

Sewer Minimum Charge $18.94 per month; plus $7.70 per 1000 gallons

Gallons	Current	2.5%	Difference
0	$18.48	$18.94	$0.46
1000	$25.99	$26.64	$0.65
2000	$33.50	$34.34	$0.84
3000	$41.01	$42.04	$1.03
4000	$48.52	$49.73	$1.21
5000	$56.03	$57.43	$1.40
6000	$63.54	$65.13	$1.59
7000	$71.05	$72.83	$1.78
8000	$78.56	$80.52	$1.96
9000	$86.07	$88.22	$2.15
10000	$93.58	$95.92	$2.34

Backup material for agenda item:

H. RESOLUTION NO. 4798 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, GIVING NOTICE THAT THE CITY COMMISSION HAS COMPLETED ITS PRELIMINARY BUDGET IN THE AMOUNT OF $17,664,869 FOR THE FISCAL YEAR BEGINNING ON JULY 1, 2018, AND ENDING JUNE 30, 2019, (FY2018-2019), THAT THE BUDGET IS ON FILE AND AVAILABLE FOR PUBLIC INSPECTION AND ON THE INTERNET AT www.livingstonmontana.org, AND CALLING FOR A PUBLIC HEARING FOR APPROVAL OF THE FINAL BUDGET AND MAKING APPROPRIATIONS.

RESOLUTION NO. 4798

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, GIVING NOTICE THAT THE CITY COMMISSION HAS COMPLETED ITS PRELIMINARY BUDGET IN THE AMOUNT OF $17,664,869 FOR THE FISCAL YEAR BEGINNING ON JULY 1, 2018, AND ENDING JUNE 30, 2019, (FY2018-2019), THAT THE BUDGET IS ON FILE AND AVAILABLE FOR PUBLIC INSPECTION AND ON THE INTERNET AT www.livingstonmontana.org, AND CALLING FOR A PUBLIC HEARING FOR APPROVAL OF THE FINAL BUDGET AND MAKING APPROPRIATIONS.

WHEREAS, the City Manager has presented the City Manager's Preliminary Budget recommendation for Fiscal Year 2018-2019 in the amount of $17,664,869 to the City Commission as required by 7-6-4020 Montana Code Annotated (MCA); and

WHEREAS, the City Commission has completed its Preliminary Budget for Fiscal Year 2018-2019, an overview of which is attached hereto as Exhibit A and incorporated into this Resolution by this reference as though fully set forth herein; and

WHEREAS, a copy of the completed Preliminary Budget for Fiscal Year 2018-2019 has been placed for public inspection in the office of the Finance Officer located at 110 South B Street, Livingston, Montana, and on the City of Livingston's web page at www.livingstonmontana.org; and

WHEREAS, pursuant to 7-6-4001 *et seq.* MCA, the City Commission shall meet on July 17, 2018, at which time a public hearing on the proposed preliminary budget will be held during which time any taxpayer or resident of the City will be heard for or against any part of the proposed preliminary budget; and

WHEREAS, the hearing may be continued from day to day and must be concluded and the budget finally approved and adopted and appropriations made by resolution by the later of the second Monday in August or within 45 calendar days of receiving certified taxable values from the Montana Department of Revenue; and

WHEREAS, the City Commission intends to consider the proposed preliminary budget for FY 2018-2019 and make revisions, reductions, additions and changes thereto as deemed appropriate and to establish spending limits at the level of appropriations detailed in Exhibit A which is attached hereto and incorporated by this reference as though fully set forth herein; and

WHEREAS, the City Commission intends to authorize and appropriate expenditures of governmental fund types (general fund, special revenues funds, debt service funds and capital project funds) and operating expenses for proprietary fund types (enterprise funds and internal service funds) and fiduciary fund types (permanent funds) for budget units and purposes set forth herein, in the amounts designated herein;

WHEREAS, the City Commission further intends to authorize and re-appropriate the

unexpended balance of Capital Improvement Program & equipment items previously budgeted which have not been completed within Fiscal Year 2017-2018.

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

That the City Manager's Preliminary Budget recommendations for FY 2018-2019 have been received by the City Commission and the City Commission has made revisions, reductions, additions and changes thereto as they have deemed appropriate and the Preliminary Budget is now deemed completed and ready for public review and comment and a copy of the Preliminary Budget has been placed on file and is open for public inspection in the City Finance Offices located at 110 South B Street, Livingston, Montana and at www.livingstonmontana.org.

BE IT FURTHER RESOLVED by the City Commission that a public hearing on the Preliminary Budget for FY 2017-2018 will be held on July 17, 2018 at 6:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, at which time any taxpayer or resident may appear and be heard for or against any part of the preliminary budget which hearing may be continued from day to day and must be concluded and the budget finally approved and adopted by the later of the second Monday in August or within 45 days of receiving certified taxable value from the Montana Department of Revenue at which time the City Commission will adopt the Final Budget for Fiscal Year 2018-2019 and make appropriations accordingly.

BE IT FURTHER RESOVLED by the City Commission of the City of Livingston, Montana, that the notice attached hereto as Exhibit B be published and posted as required by 7-14127, MCA.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 19th day of June, 2018.

_____
DOREL HOGLUND - Chairperson

ATTEST:

_____
LISA HARRELD
Recording Secretary

APPROVED AS TO FORM:

_____
JAY PORTEEN
City Attorney

EXHIBIT A to Resolution No. 4798

Fund #	Fund Name	Beginning Fund Balance	Budgeted Revenue	Budgeted Expenditures	Ending Fund Balance
1000	General Fund	$ 626,892	$ 4,311,614	$ 4,277,572	$ 660,934
SPECIAL REVENUE FUNDS					
2190	Comprehensive Liability	2,200	284,125	270,913	15,412
2212	SummerFest	(6,665)	16,000	13,280	(3,945)
2220	Library	104,672	540,631	535,621	109,682
2260	Emergency/Disaster Fund	(20,914)	-	-	(20,914)
2300	Communications/Dispatch Services	52,377	605,144	604,394	53,127
2310	Tax Increment District - Downtown	319,383	212,627	90,500	441,510
2370	PERD	12,943	94,347	92,576	14,714
2371	Health Insurance	42,714	101,362	135,509	8,567
2372	Permissive Health Insurance	32	392,031	388,831	3,232
2373	Police Pension	8,608	359,661	364,095	4,174
2374	Fire Pension	26,023	281,290	293,751	13,562
2397	CDBG Economic Dev Revolving	668,947	73,500	727,118	15,329
2399	Impact Fees - Fire	7,535	7,860	-	15,395
	Impact Fees - Transportation	134,047	47,231	70,000	111,278
	Impact Fees - Police	10,285	16,845	-	27,130
	Impact Fees - Parks	9,940	8,845	-	18,785
2400	S.I.D. Light Maintenance	49,201	150,000	166,240	32,961
2500	Street Maintenance	97,626	1,286,107	1,261,432	122,301
2600	Sidewalks	7,504	5,180	8,000	4,684
2650	Business Improvement District	2,997	42,150	42,150	2,997
2700	Park Improvement SRF	2,924	2,500	-	5,424
2750	Law Enforcement Joint Equipment Fund	1,540	25	-	1,565
2820	Gas Tax	47,304	299,940	308,000	39,244
		1,581,223	4,827,401	5,372,410	1,036,214
DEBT SERVICE FUNDS					
3002	2016 Fire Truck GOB	(369)	63,896	56,769	6,758
3003	2000 Fire Truck GOB	16,534	37,043	36,750	16,827
3200	West End Tax Increment District	614,964	128,229	73,613	669,580
3400	SID Revolving	23,848	75	-	23,923
3550	SID 179 - West End	18,646	34,650	32,315	20,981
3955	SID 180 - Carol Lane	(12,718)	3,930	-	(8,788)
		$ 660,905	$ 267,823	$ 199,447	$ 729,281

EXHIBIT A to Resolution No. 4798

Fund #	Fund Name	Beginning Fund Balance	Budgeted Revenue	Budgeted Expenditures	Ending Fund Balance
CAPITAL PROJECT FUNDS					
4010	Capital Improvement Fund	$ 8,350	$ -	$ -	$ 8,350
4020	Library Capital Improvement Fund	2,995	100	-	3,095
4099	Railroad Crossing Levy	75,527	8,300	32,635	51,192
4100	Fire Truck/Bond Proceeds	-	-	-	-
		86,872	8,400	32,635	62,637
ENTERPRISE FUNDS					
5210	Water Department	797,203	1,560,966	1,639,193	718,976
5210	Water Fund System Development Fees	133,980	68,000		201,980
5310	Sewer Department	2,415,441	2,375,880	2,524,017	2,267,304
5310	Sewer Fund System Development Fees	342,318	65,000	230,000	177,318
5410	Solid Waste Department	(322,997)	2,085,490	2,010,992	(248,499)
5510	Ambulance Services	316,614	1,121,442	1,375,103	62,953
		3,682,559	7,276,778	7,779,305	3,180,032
TRUST FUNDS					
8010	Perpetual Cemetery	241,716	6,000	3,500	244,216
		241,716	6,000	3,500	244,216
		$ 6,880,167	$ 16,698,016	$ 17,664,869	$ 5,913,314

EXHIBIT B to Resolution No. 4798

NOTICE

NOTICE is hereby given that the City Commission of Livingston, Montana, has completed its Preliminary Budget for Fiscal Year 2018-2019, that the budget is on file and open for public inspection in the office of the Finance Officer, 110 S B Street, Livingston, Montana and for further information contact Finance Officer Paige Fetterhoff at 823-6003 and that a public hearing on **Resolution No. 4798** entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, GIVING NOTICE THAT THE CITY COMMISSION HAS COMPLETED ITS PRELIMINARY BUDGET IN THE AMOUNT OF $17,664,869 FOR THE FISCAL YEAR BEGINNING ON JULY 1, 2018, AND ENDING JUNE 30, 2019, (FY2018-2019), THAT THE BUDGET IS ON FILE AND AVAILABLE FOR PUBLIC INSPECTION AND ON THE INTERNET AT www.livingstonmontana.org, AND CALLING FOR A PUBLIC HEARING FOR APPROVAL OF THE FINAL BUDGET AND MAKING APPROPRIATIONS,** which will be held by the City Commission on July 17, 2018, at 6:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, at which time the public is invited to attend and comment thereon and which hearing may be continued from day to day and must be concluded and the budget finally approved and adopted and appropriations made by the later of the second Monday in August or within 45 days of receiving certified taxable value from the Montana Department of Revenue.

(Publish notice twice at least 6 days apart and the notice needs also to be posted and copies made available to the public.)

Backup material for agenda item:

I. RESOLUTION NO. 4803 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED TO EXECUTE CHANGE ORDER NO. G-2 TO THE GENERAL CONSTRUCITON CONTRACT FOR THE LIVINGSTON WATER RECLAMATION FACILITY UPGRADE PROJECT, PENDING USDA-RD'S FORMAL CONCURRENCE.

Livingston City Commission

LEGISLATIVE ACTION SUMMARY

Ordinance/Resolution No: 4803

Requested by: Michael J. Kardoes, City Manager

Date of First Consideration/Status: 19 June 2018

Purpose of Legislation: Authorize the City Manager to sign documents associated with Change Order Number G-2 for the Livingston Water Reclamation Facility (WRF) Upgrade Project.

Statutory Authority/Reference: Budget Authority

Background: The City of Livingston contracted Dick Anderson Construction to complete the WRF Upgrade Project. The have been changes to the scope of the project that require a Change Order to executed to fulfill the stipulations of the General Construction Contract. There are 12 (twelve) items that are summarized in the attached letter from AE2S. Change Order Number G-2 is contingent upon Funding Agency concurrence. AE2S is comfortable with agency concurrence, which allows this Change Order to be an eligible project cost for reimbursement through the City's funding package consisting of grant and loan money from SRF, USDA-RD, DNRC-RRGL, and TSEP.

Staff Recommendation: Approve Change Order Number G-2

Impact on Project Contingency

Original Contingency Amount	**$**	**985,608.00**
Change Order G1	$	58,767.94
Change Order G2	$	109,137.12
NEW Electrical Service Agreement	$	33,522.00
NEW Gas Service Agreement	$	5,919.00
AE2S Engineering Amendment	$	180,000.00
Current Contingency Usage	**$**	**387,346.06**
Remaining Contingency	**$**	**598,261.94**

Regulatory Impact (local): N/A

Attachments:

PowerPoint on Budget History

Letter from AE2S/Change Order G-2

RESOLUTION NO. 4803

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED TO EXECUTE CHANGE ORDER NO. G-2 TO THE GENERAL CONSTRUCTION CONTRACT FOR THE LIVINGSTON WATER RECLAMATION FACILITY UPGRADE PROJECT, PENDING USDA-RD'S FORMAL CONCURRENCE.

WHEREAS, AE2S has submitted a request for increased compensation for changes, including additional underground improvements; change Polyiso Insulation to EPS Foam; reduce siding surrounding SBR basin by 2.5 feet; upgrade fire alarm system to Ethernet signal; upgrade EZ-600 Screen to EZ-700 screen; gas line re-route; upgrade anchors for catwalk; install sumps in mixing rooms 1& 2; provide sump pump W/50′ lay flat hose; relocate decanter actuator platform; and add ledger support to RCB tank cladding detail; and

WHEREAS, AE2S has requested an amount totaling $109,137.12 for the above described work, and the City Manager has recommended that the City of Livingston pay the full requested sum for the upgrade work; and

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

On the City of Livingston's behalf, the City Manager is hereby authorized to sign all documents with AE2S, USDA, and any other required parties to implement this recommendation.

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

_____
DOREL HOGLUND – Chairperson

_____
LISA HARRELD
Recording Secretary

_____
JAY PORTEEN
City Attorney

www.ae2s.com

June 14, 2018

Michael Kardoes, City Manager
414 East Callender Street
Livingston, MT 59047
mkardoes@livingstonmontana.org

Re: Recommendation for Approval of Change Order No. G-2 to the General Construction Contract for the Livingston WRF Upgrade project

Dear Mr. Kardoes:

AE2S recommends the approval of the enclosed Change Order G-2 for to the General Construction Contract for the Livingston WRF Upgrade project, pending USDA-RD's formal Concurrence. The following information is included in this recommendation letter for you and your Commission's review: **summary of changes** to the scope of construction (with supporting observations); **general construction contract summary**; **total project costs summary**.

Summary of Changes:

1) ***Change Order Request No. 1 – Additional Underground Improvements***

- ***Cost Increase: $35,397.84***
- During underground utility and site piping improvements, the present conditions of existing utility, water, sewer, and sludge transfer pipe could be more clearly observed. When existing conditions of these exposed pipes were determined to be in poor condition. The Contractor was asked to improve the conditions of the exposed infrastucture. This process required DAC to coordinate construction and labor efforts, bypass pumping, and materials procurement for the City to maintain its normal operations during the additional site piping improvements.

2) ***Change Order Request No. 2 – Additional Underground Improvements***

- ***Cost Increase: $41,525.46***
- Multiple encounters with unmarked utilities substantiated a "Change of Conditions" to the Contract.
- The details of these underground utility crossings were unidentified in the Contract Drawings due to multiple utility and site piping modifications over the Facility's 55-year history with poor or non-existent record drawings.
- DICK ANDERSON CONSTRUCTION (DAC) is requesting payment for the additional labor, equipment, and material expenses incurred during construction.
- Utility crossings were marked with GPS data collector and will be incorporated into the record drawings for this project.

- Comparison with RPR field notes and site photos supports the additional effort required.
    - The select photos enclosed with this letter show the conditions exposed by DAC's excavation crew.

3) **Change Order Request No. 3 – Change Polyiso Insulation to EPS Foam**

- ***Cost Decrease: ($7,090.0)***
- DAC proposed providing EPS foam insulation in lieu of the specified polyiso insulation.
- Given the nature of the Contractor's relationship with material suppliers, DAC was able to more directly identify the economic benefits of EPS foam over the specified Polyiso material.
- Product data sheets on EPS foam were submitted and evaluated. The performance – especially the long-term life-cycle performance – was deemed to be an equivalent and reliable product for the application needs on this project.

4) **Change Order Request No. 4 – Reduce Siding Surrounding SBR Basin by 2.5 FT**

- ***Cost Decrease: ($9,800.00)***
- DAC proposed a cost savings of $9,800.00 to reduce the top elevation of the siding surrounding the exterior of the SBR Basin walls by approximately 2.5 ft, just below the level of the brace supports for the SBR walkway. The insulation is still at or slightly above the high-water level in the basins.
- This change results in cost savings to the City, allowed the Contractor to proceed with construction activities to stay on schedule, and avoids the potential water penetration through dozens of cutouts around the walkway braces.
- Based on the observed performance of other insulated basins where nitrification is required during winter conditions, terminating the insulation at the high-water level provided sufficient insulating performance to retain enough heat for sufficient nitrification.

5) **Change Order No. 5 – Upgrade Fire Alarm System to Ethernet Signal**

- **Cost Increase: $6,740.26**
- The existing fire alarm system does not meet the requirements of fire alarm signaling according to NFPA 72, which states that telephone wires can no longer be used as the sole method of signaling to the supervisory station. The fire alarm system will be upgraded to ethernet signal to meet all the requirements of NFPA 72. A detailed cost evaluation provided by Dick Anderson Construction is attached.

6) **Change Order Request No. 6 – Upgrade EZ-600 Screen to EZ-700 Screen**

- **Cost Increase: $3,550.14**
- The portable compost screening system capable of separating finer compost particles from larger yard waste, organics, detritus, and debris was upgraded from model EZ-600 screen to model EZ-700 screen to increase capacity and add functionality to the City's Compost Operations. The intention of screening the compost is to make a more

consistently graded material, thereby producing a product that is more attractive for landscaping and gardening purposes.

7) **Change Order Request No. 7 – Gas Line Re-Route**

- **Cost Increase: $17,900.00**
- Conflicts with construction sequencing and the need to maintain gas service during construction required the new GAS service meter to be positioned in a location other than that shown on the Contract Drawings. Due to this field modification, additional GAS utility piping and connections were required inside the Solids Processing Building (SPB).
- Note that the General Contractor is not claiming any additional overhead or profit on the additional labor and material costs submitted by the mechanical subcontractor. This shows a good-faith effort on the part of the General Contractor who not only recognizes the significant cost, but also the benefit provided to them during construction of the new Mixing Room on the SPB.

8) **Change Order Request No. 8 – Upgrade Anchors for Catwalk**

- **Cost Increase: $6,683.52**
- The galvanized undercut anchors on the RCB catwalk were upgraded to ½" SS Epoxy Anchor Rods for added structural integrity and increased lifetime.

9) **Change Order Request No. 9 – Install Sumps in Mixing Rooms 1&2**

- ***Cost Increase: $699.61***
- At the City of Livingston's request, sumps were added in the floor of Mixing Rooms 1&2 of the SPB to improve maintenance, cleanup, and operations. This addition increased the labor and duration of time required to pour the floor of the mixer rooms.

10) **Change Order Request No. 10 – Provide Sump Pump W/50' Lay Flat Hose**

- **Cost Increase: $527.92**
- At the City's Request, a small pump with 50' of hose will be provided for maintenance and cleaning procedures in Mixing Room 1 & 2.

11) **Change Order Request No. 11 – Relocate Decanter Actuator Platform**

- **Cost Increase: $3,848.64**
- The decanter actuator platform was relocated due to a dimensional discrepancy in decanter lengths shown in the plans vs. the final decanter length provided by the SBR Equipment Supplier. To remedy the dimensional conflict, the Contractor supplied an additional stainless-steel spool to reposition the decanter and avoid the conflict.

12) **Change Order Request No. 12 – Add Ledger Support to RCB Tank Cladding Detail**

- **Cost Increase: $9,152.73**
- The Contractor and Structural Engineer re-evaluated the connection details for the SBR Basin Cladd during construction and determined the connection detail needed to be upgraded with the addition of a 3" x 2" x 1/4" steel ledger support.

General Construction Contract Summary:

Original Contract Price:	$14,782,072.00
Cost increase from Change Order G-1:	+ $58,767.94
Current Contract Price:	$14,840,839.94
Cost increase from Change Order G-2 (this CO):	+ $109,137.12
Adjusted Contract price:	**$14,949,977.06**
NET Percent Increase (Decrease) by Change Order:	1.14 %

Change in Contract Times:

Time adjustments:	23 Days added to Time for Substantial Completion
Time for Substantial Completion:	January 16, 2019

Total Project Costs Summary:

This Change Order is contingent upon Funding Agency concurrence. However, assuming concurrence is granted, this Change Order would be an eligible project cost for reimbursement through the City's funding package consisting of grant and loan money from SRF, USDA-RD, DNRC-RRGL, and TSEP. The funding includes $985,608.00 of contingency. With this contingency, this Change Order-G2 does not change the Total Project Costs previously established and approved by the City and all funding agencies. Below is a brief summary of the total project costs.

Total Project Costs (TPC):	$19,505,000.00
Total Contingency Included in TPC:	$985,608.00
Total Contingency Used to Date*:	$387,346.06
Total Contingency Remaining:	**$598,261.94**
Increase (Decrease) to TPC:	$0.00

*Includes engineering amendment ($180,000) and Northwestern Energy Electric ($33,522) and Gas ($5,919) User Agreements.

We greatly appreciate the opportunity to continue to provide professional engineering services to the City of Livingston and look forward to serving you throughout the remainder of Livingston WRF Upgrades project. Should you have any questions or concerns, please do not hesitate to contact me at your convenience.

Sincerely,

Scott Buecker, PE
Senior Project Manager

Encl.: Livingston WRF Upgrade - Change Order G-2
Livingston Impact Log_DAC_CO_G2

C: Shannon Holmes; Public Works Director – City of Livingston
Paige Fetterhoff, CPA; Chief Finance Officer – City of Livingston
Brian Viall, PE; Project Engineer – AE2S

Select Photos of Underground Utilities and Additional Improvements

See Change Order Requests No. 1 & 2

The crew is working on the new influent and re-claimed piping around the existing electric conduits.

The crew is working on the new influent line around the existing electric and process piping.

Influent line trench. An old power line (not in service) found along with some process piping.

The crew is working on the re-claimed water line and exposed existing gas, process and irrigation line.

The crew is working on influent line and exposed the existing process piping.

The crew is working on new sewer line and exposed multiple electric Conduits along with existing gas and process piping.

The crew is working on new manhole 103 and exposed existing power, gas and process drain line.

The crew is working on a new manhole installation around various existing utility lines.

Change Order No. G-2

105

Date of Issuance: June 8, 2018

Effective Date:

Project: Livingston WRF Upgrades	Owner: City of Livingston, MT	SRF Project No.: C303396
Contract: General Construction		Date of Contract: August 18, 2017
Contractor: Dick Anderson Construction, Inc.		Engineer's Project No.: P05613-2015-001

The Contract Documents are modified as follows upon execution of this Change Order:

Description of Change: Provide submittals, equipment, and materials for the following:

Item	Description	Cost Adjustment
1	Additional Underground Improvements	*$35,397.84*
2	Additional Underground Utility Crossings	*$41,525.46*
3	Change Polyiso Insulation to EPS Foam	*($7,090.00)*
4	Reduce Siding Surrounding SBR Basin by 2.5 FT	*($9,800.00)*
5	Upgrade Fire Alarm System to Ethernet Signal	*$6,740.26*
6	Upgrade EZ-600 Screen to EZ-700 Screen	*$3,550.14*
7	Gas Line Re-Route	*$17,900.00*
8	Upgrade Anchors for Catwalk	*$6,683.52*
9	Install Sumps in Mixing Rooms 1&2	*$699.61*
10	Provide Sump Pump W/25' Lay Flat Hose	*$527.92*
11	Relocate Decanter Actuator Platform	*$3,848.64*
12	Add Ledger Support to RCB Tank Cladding Detail	*$9,153.73*
	Total Net Change - CO G-2	*$109,137.12*

Attachments: Change Order Requests: 1 through 12

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ *$14,782,072.00*

[Increase] ~~[Decrease]~~ from previously approved Change Orders

No. N/A to No. N/A:

$ *$58,767.94*

Contract with **[Increase]** ~~[Decrease]~~ from previously approved Change Orders

$ *$14,840,839.94*

[Increase] ~~[Decrease]~~ of this Change Order

$ *$109,137.12*

Contract Price Incorporating this Change Order:

$ *$14,949,977.06*

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☑ Calendar days

Substantial completion (days or date): December 24, 2018

Ready for final payment (days or date): February 7, 2019

[Increase] [Decrease] from previously approved Change Orders

No. N/A to No. N/A :

Substantial completion (days): 0

Ready for final payment (days): 2

Contract Times prior to this Change Order:

Substantial completion (days or date): December 24, 2018

Ready for final payment (days or date): February 9, 2019

[Increase] ~~[Decrease]~~ Time of this Change Order:

Substantial completion (days or date): 23

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): January 16, 2019

Ready for final payment (days or date): February 9, 2019

RECOMMENDED:

By: [signature]

Engineer (Authorized Signature)

Date: 06/12/18

ACCEPTED:

By:

Buyer (Authorized Signature)

Date:

ACCEPTED:

By: [signature]

Seller (Authorized Signature)

Date: 6/12/18

Approved by Funding Agency (If applicable):

Date:

Dick Anderson Construction
4512 South Frontage Road
Billings, MT 59107
Phone (406) 248-3700 - Fax (406) 248-3776

CHANGE ORDER REQUEST 1

TO:	Advanced Environmental and Engineering Services, Inc	**Change Request No.**	
ATTN	Attn: Scott Buecker		
	1050 East Main, Suite 2	**Job Name**	
	Bozeman, MT 59715		Livingston WRF Upgrade
		DAC Job #	05-17-513
PHONE	406-219-2633		
FAX		**Date of Proposal**	4/23/2018

WORK PROPOSED

1. 1/24/2018 - Cap 4 1" Lines that were not shown on the plans and the city did not know what they were.
2. 1/31/2018 - Existing water main was 5 to 6 feet away from what plans show. Hit and repaired
3. 2/05/2018 - Bypassed existing sewer line due to poor conditions of existing piping.
4. 2/15/2018 - Drain line were plugged and in bad shape in the SPB.
5. 2/21/2018 - Trace existing conduit with live power not shown on plans.
6. 2/22/2016 - Cut more concrete and excavate more material in SPB to allow for redoing drain lines.
7. 2/23/2018 - Installed Tapping saddles and FL X Slip to tie in new drain line in SPB
5. 2/26/2018 - Exposed an existing sludge force main and excavated out to tie into manhole 1
6. 2/27/2018 - Core Manhole 1 to tie in existing sludge force main.
7. 2/28- 3/31-2018 - Found lines not shown on the plans, shut down Clarifier, cap pipe in order to tie 6" scum to WHB 1
8. 3/13-14-15/2018 - Ran into multiple utilities that were in direct path of 12" air line.
9- 3/21/2018 - 1" Water line not shown on plans that was broke and leaking. Dewatered trench and repaired line.
10. 3/26/2018 - Potholed for Northwest Energy on a unlocatable gas line.

DIRECT LABOR	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Superintendent			HR	58.5	$ 67.20	$ 3,931.20
Foreman			HR	71	$ 53.61	$ 3,806.31
Carpenter			HR	7	$ 52.67	$ 368.69
Operator 3			HR	11	$ 51.07	$ 561.77
Operator 2			HR	9	$ 48.84	$ 439.59
Operator 1			HR	59	$ 47.84	$ 2,822.56
Labor 2			HR	41	$ 43.20	$ 1,771.20
					SUBTOTAL	**$ 13,701.32**

EQUIPMENT	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Pickup			HR	12	$ 15.00	$ 180.00
300 Cl. Excavator			HR	1	$ 80.00	$ 80.00
200 Cl. Excavator			HR	42	$ 60.00	$ 2,520.00
100 CL. Excavator			HR	64	$ 43.00	$ 2,752.00
3.5 CY Loader			HR	47	$ 65.00	$ 3,055.00
Skid Steer			HR	4	$ 29.00	$ 116.00
					SUBTOTAL	**$ 8,703.00**

MATERIALS	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Core and Main (Invoices I530093, I535429, I540589, & I544910)			LS	1	$ 528.58	$ 528.58
Ace Hardware (Invoice C30040)			LS	1	$ 31.14	$ 31.14
						$ -
					SUBTOTAL	**$ 559.72**

SUPPLIERS	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Williams Plumbing - SPB Underground Conflicts			LS	1	$ 4,326.04	$ 4,326.04
Williams Plumbing - SPB Floor Drain			LS	1	$ 1,354.93	$ 1,354.93
						$ -

					SUBTOTAL	$ 5,680.97
OTHER	☒ **Estimated**	**Actual**	**Unit**	**Quantity**	**Unit Cost**	**Total**
Bonds, Insurance, Permits 2.5%			%	2.5	$ 28,645.01	$ 716.13
Lodging			MH	256.5	$ 4.50	$ 1,154.25
Cleanup and Handling						$ -
Subcontracting						$ -
Additional Subgrade Testing						$ -
Daily Overhead Cost (Per Letter Dates August 8, 2017)			Day	0	$ 2,065.85	$ -
Other/Miscellaneous						$ -
					SUBTOTAL	**$ 1,870.38**
GRT (1%)						**$ 305.15**
Overhead (5%)						**$ 1,525.77**
Markup (10%)						**$ 3,051.54**
					TOTAL PROPOSED CHANGE ORDER COSTS	**$ 35,397.84**

This change requires a time extension of (5) days. Pricing void/subject to revision after (N/A). The costs represented in this Change Proposal include only those that can be identified at this time. No impact or delay costs are included. Should it be determined at a later date that the project has been impacted by multiple changes, delays or other causes beyond our control, we are reserving our right to submit additional costs at such time.

Submitted By: Kyle Kastelitz - Project Manager Date: 4/23/2018

Approved By: _____ Date _____

Dick Anderson Construction
4512 South Frontage Road
Billings, MT 59107
Phone (406) 248-3700 - Fax (406) 248-3776

CHANGE ORDER REQUEST 2

TO:	Advanced Environmental and Engineering Services, Inc	**Change Request No.**	
ATTN	Attn: Scott Buecker 1050 East Main, Suite 2 Bozeman, MT 59715	**Job Name**	Livingston WRF Upgrade
		DAC Job #	05-17-513
PHONE	406-219-2633		
FAX		**Date of Proposal**	4/23/2018

WORK PROPOSED

Recorded 62 Existing utility crossings and only 9 were noted on the Cross-section of plans. Plans show electrical line, but the electrical line is 7 individual 1" conduits. Noted 1-1/2 crew hour per crossing.

DIRECT LABOR	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Foreman			HR	79.5	$ 53.61	$ 4,261.84
Operator 4			HR	79.5	$ 52.34	$ 4,160.82
Operator 2			HR	79.5	$ 48.84	$ 3,883.01
Labor 3			HR	79.5	$ 43.37	$ 3,448.19
					SUBTOTAL	**$ 15,753.86**

EQUIPMENT	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Pickup			HR	79.5	$ 15.00	$ 1,192.50
300 Cl. Excavator			HR	79.5	$ 80.00	$ 6,360.00
200 CL. Excavator			HR	79.5	$ 60.00	$ 4,770.00
3.5 CY Loader			HR	79.5	$ 65.00	$ 5,167.50
					SUBTOTAL	**$ 17,490.00**

MATERIALS	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
					$ -	$ -
					$ -	$ -
					$ -	$ -
					SUBTOTAL	**$ -**

OTHER	Estimated	☒ Actual	Unit	Quantity	Unit Cost	Total
Bonds, Insurance, Permits 2.5%			%	2.5	$ 33,243.86	$ 831.10
Lodging			MH	318	$ 4.50	$ 1,431.00
Cleanup and Handling						$ -
Subcontracting						$ -
Additional Subgrade Testing						$ -
Daily Overhead Cost (Per Letter Dates August 8, 2017)			Day	0.5	$ 2,065.85	$ 1,032.93
Other/Miscellaneous						$ -
					SUBTOTAL	**$ 3,295.02**
GRT (1%)						**$ 332.44**
Overhead (5%)						**$ 1,662.19**
Markup (10%)						**$ 3,324.39**
					TOTAL PROPOSED CHANGE ORDER COSTS	**$ 41,525.46**

This change requires a time extension of (8) days. Pricing void/subject to revision after (N/A). The costs represented in this Change Proposal include only those that can be identified at this time. No impact or delay costs are included. Should it be determined at a later date that the project has been impacted by multiple changes, delays or other causes beyond our control, we are reserving our right to submit additional costs at such time.

Submitted By:	Kyle Kastelitz - Project Manager	Date:	4/23/2018
Approved By:		Date	

DICK ANDERSON CONSTRUCTION • 4512 S. FRONTAGE RD. • PO BOX 31511 • BILLINGS, MT 59107 • 406.248.3700

Change Order Request

3

DICK ANDERSON CONSTRUCTION

April 23, 2018

AE2S
Attn: Scott Buecker, PE
1050 East Main Street, Suite 2
Bozeman, MT 59715

RE: VE Proposal – Insulation
Livingston WRF Upgrade 2017

Mr. Buecker,

DAC would like to propose a Valued Engineering Proposal pertaining to the Polysio Insulation. A cost saving of $7,090.00 would be offered to change out the Polyiso Insulation to EPS Foam Insulation.

Thank you for time and consideration. Should you have any questions, please feel free to contact me at 406-551-0523.

Sincerely,

Kyle Kastelitz
Project Manager
Dick Anderson Construction

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Change Order Request

4

DICK ANDERSON CONSTRUCTION

April 23, 2018

AE2S
Attn: Scott Buecker, PE
1050 East Main Street, Suite 2
Bozeman, MT 59715

RE: VE Proposal – SBR Siding
Livingston WRF Upgrade 2017

Mr. Buecker,

DAC would like to propose a Valued Engineering Proposal pertaining to the siding surrounding the SBR Basin. A cost saving of $9,800.00 would be offered to lower the top elevation of the siding surrounding the SBR by approximately two and a half feet (2.5").

Thank you for time and consideration. Should you have any questions, please feel free to contact me at 406-551-0523.

Sincerely,

Kyle Kastelitz
Project Manager
Dick Anderson Construction

Dick Anderson Construction
4512 South Frontage Road
Billings, MT 59107
Phone (406) 248-3700 - Fax (406) 248-3776

5

CHANGE ORDER REQUEST

TO:	Advanced Environmental and Engineering Services, Inc	**Change Request No.**	
ATTN	Attn: Scott Buecker 1050 East Main, Suite 2 Bozeman, MT 59715	**Job Name**	Livingston WRF Upgrade
		DAC Job #	05-17-513
PHONE	406-219-2633		
FAX		**Date of Proposal**	4/23/2018

WORK PROPOSED

Switch from telephone to ethernet on the fire alarm system.

DIRECT LABOR	**Estimated**	☒ **Actual**	**Unit**	**Quantity**	**Unit Cost**	**Total**
					$ -	$ -
					$ -	$ -
					$ -	$ -
					SUBTOTAL	**$ -**

EQUIPMENT	**Estimated**	☒ **Actual**	**Unit**	**Quantity**	**Unit Cost**	**Total**
					$ -	$ -
					$ -	$ -
					$ -	$ -
					SUBTOTAL	**$ -**

MATERIALS	**Estimated**	☒ **Actual**	**Unit**	**Quantity**	**Unit Cost**	**Total**
					$ -	$ -
						$ -
						$ -
					SUBTOTAL	**$ -**

SUBCONTRACTOR	**Estimated**	☒ **Actual**	**Unit**	**Quantity**	**Unit Cost**	**Total**
Ace Electirc			LS	1	$ 5,686.89	$ 5,686.89
						$ -
						$ -
					SUBTOTAL	**$ 5,686.89**

OTHER	**Estimated**	☒ **Actual**	**Unit**	**Quantity**	**Unit Cost**	**Total**
Bonds, Insurance, Permits 2.5%			%	2.5	$ 5,686.89	$ 142.17
Lodging			MH	0	$ 4.50	$ -
Cleanup and Handling						$ -
Subcontracting						$ -
Additional Subgrade Testing						$ -
Daily Overhead Cost (Per Letter Dates August 8, 2017)			Day	0	$ 2,065.85	$ -
Other/Miscellaneous						$ -
					SUBTOTAL	**$ 142.17**
GRT (1%)						**$ 58.29**
Overhead (5%)						**$ 291.45**
Markup (5%)						**$ 291.45**
					TOTAL PROPOSED CHANGE ORDER COSTS	**$ 6,470.26**

This change requires a time extension of (1) days. Pricing void/subject to revision after (N/A). The costs represented in this Change Proposal include only those that can be identified at this time. No impact or delay costs are included. Should it be determined at a later date that the project has been impacted by multiple changes, delays or other causes beyond our control, we are reserving our right to submit additional costs at such time.

Submitted By:	Kyle Kastelitz - Project Manager	Date:	4/23/2018
Approved By:		Date	

REQUEST FOR CHANGE ORDER

Ace Electric, Inc.

Livingston WWTP Improvements

808 W. Main St.
Laurel, MT 59044
Phone: (406) 628-8886
Fax: (406) 628-2128

REQUEST FOR CHANGE ORDER
DATE: 2-16-18

TO: Dick Anderson Construction

FOR: Update Fire Alarm to Ethernet

DESCRIPTION	UNIT	COST	AMOUNT
Provide materials and technical install of the BOM to change FACP off-site reporting method from DACT to ethernet.	1	$5,686.89	5,686.89
			-
			-
REMARKS:			-
Proposal assumes owner-provided materials are functional			
Proposal assumes existing functionality is compatible with owner's use of system			
Fire Alarm Monitoring by central station will need to be established with separate contract prior to final certification			
EXCLUSIONS:			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
		TOTAL	5686.89

REQUEST SUBMITTED BY: Dwight Fischer
PHONE: 406-628-8886
EMAIL: dwfischer@aceelectricmt.com

THANK YOU FOR YOUR BUSINESS!

Dick Anderson Construction
4512 South Frontage Road
Billings, MT 59107
Phone (406) 248-3700 - Fax (406) 248-3776

CHANGE ORDER REQUEST

6

TO:	Advanced Environmental and Engineering Services, Inc	**Change Request No.**	
ATTN	Attn: Scott Buecker 1050 East Main, Suite 2 Bozeman, MT 59715	**Job Name**	Livingston WRF Upgrade
		DAC Job #	05-17-513
PHONE	406-219-2633		
FAX		**Date of Proposal**	4/23/2018

WORK PROPOSED

Upgrade EZ-600 Screen to EZ-700 Screen

DIRECT LABOR	Estimated	☒ Actual	Unit	Quantity	Unit Cost	Total
					$ -	$ -
					$ -	$ -
					$ -	$ -
					SUBTOTAL	**$ -**

EQUIPMENT	Estimated	☒ Actual	Unit	Quantity	Unit Cost	Total
Delta in upgrade from EZ-600 to EZ-700 Screen					$ -	$ -
EZ-600 Screen			EA	1	$(12,352.47)	$ (12,352.47)
EZ-700 Screen			EA	1	$ 15,338.29	$ 15,338.29
					SUBTOTAL	**$ 2,985.82**

MATERIALS	Estimated	☒ Actual	Unit	Quantity	Unit Cost	Total
					$ -	$ -
						$ -
						$ -
					SUBTOTAL	**$ -**

SUBCONTRACTOR	Estimated	☒ Actual	Unit	Quantity	Unit Cost	Total
						$ -
						$ -
						$ -
					SUBTOTAL	**$ -**

OTHER	Estimated	☒ Actual	Unit	Quantity	Unit Cost	Total
Bonds, Insurance, Permits 2.5%			%	2.5	$ 2,985.82	$ 74.65
Lodging			MH	0	$ 4.50	$ -
Cleanup and Handling						$ -
Subcontracting						$ -
Additional Subgrade Testing						$ -
Daily Overhead Cost (Per Letter Dates August 8, 2017)			Day	0	$ 2,065.85	$ -
Other/Miscellaneous						$ -
					SUBTOTAL	**$ 74.65**
GRT (1%)						**$ 30.60**
Overhead (5%)						**$ 153.02**
Markup (10%)						**$ 306.05**
					TOTAL PROPOSED CHANGE ORDER COSTS	**$ 3,550.14**

This change requires a time extension of (1) days. Pricing void/subject to revision after (N/A). The costs represented in this Change Proposal include only those that can be identified at this time. No impact or delay costs are included. Should it be determined at a later date that the project has been impacted by multiple changes, delays or other causes beyond our control, we are reserving our right to submit additional costs at such time.

Submitted By:	Kyle Kastelitz - Project Manager	Date:	4/23/2018
Approved By:		Date	

Dick Anderson Construction
4512 South Frontage Road
Billings, MT 59107
Phone (406) 248-3700 - Fax (406) 248-3776

CHANGE ORDER REQUEST

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TO:	Advanced Environmental and Engineering Services, Inc	Change Request No.	
ATTN	Attn: Scott Buecker 1050 East Main, Suite 2 Bozeman, MT 59715	Job Name	Livingston WRF Upgrade
		DAC Job #	05-17-513
PHONE	406-219-2633		
FAX		Date of Proposal	4/23/2018

WORK PROPOSED

Gas Line Re-route through Soilds Processing Building

DIRECT LABOR	Estimated	☒ Actual	Unit	Quantity	Unit Cost	Total
					$ -	$ -
					$ -	$ -
					$ -	$ -
					SUBTOTAL	$ -

EQUIPMENT	Estimated	☒ Actual	Unit	Quantity	Unit Cost	Total
					$ -	$ -
					$ -	$ -
					$ -	$ -
					SUBTOTAL	$ -

MATERIALS	Estimated	☒ Actual	Unit	Quantity	Unit Cost	Total
					$ -	$ -
						$ -
						$ -
					SUBTOTAL	$ -

SUBCONTRACTOR	Estimated	☒ Actual	Unit	Quantity	Unit Cost	Total
Williams Plumbing			LS	1	$ 17,900.00	$ 17,900.00
						$ -
						$ -
					SUBTOTAL	$ 17,900.00

OTHER	Estimated	☒ Actual	Unit	Quantity	Unit Cost	Total
Bonds, Insurance, Permits 2.5%			%	2.5	$ 17,900.00	
Lodging			MH	0	$ 4.50	$ -
Cleanup and Handling						$ -
Subcontracting						$ -
Additional Subgrade Testing						$ -
Daily Overhead Cost (Per Letter Dates August 8, 2017)			Day	0	$ 2,065.85	$ -
Other/Miscellaneous						$ -
					SUBTOTAL	$ -
GRT (0%)						$ -
Overhead (0%)						$ -
Markup (0%)						$ -
					TOTAL PROPOSED CHANGE ORDER COSTS	$ 17,900.00

This change requires a time extension of (1) days. Pricing void/subject to revision after (N/A). The costs represented in this Change Proposal include only those that can be identified at this time. No impact or delay costs are included. Should it be determined at a later date that the project has been impacted by multiple changes, delays or other causes beyond our control, we are reserving our right to submit additional costs at such time.

Submitted By:	Kyle Kastelitz - Project Manager	Date:	4/23/2018
Approved By:		Date	

WILLIAMS PLUMBING

January 5, 2018

To: Dick Anderson Construction

Re: Livingston Water Reclamation Facility Upgrade

We are pleased to quote Gas Re-Piping to accommodate new location of gas meter

All of the above for the sum of **$ 17,900.00**

Includes: Permit; 1% Tax; Temporary Gas Piping; Re-routing of Gas Piping to New Gas Meter Location

Exclusions: Electrical; Housekeeping Pads; Concrete Cutting & Patching; Painting; Outside Utilities & Utility Fees; Impact Fees; Sheetrock Cutting & Patching; Temporary Utilities; Dewatering; Frozen Ground Excavation Costs; Commissioning; Structural Steel; Roofing; Bonding; Irrigation; Fire Sprinkler Systems; Heat Trace; Asbestos Abatement; Negative Air; Relocation of Gas Meter; Underground Gas Piping; Ceiling Tile Removal and Re-Install/Replacement

Clarifications:

Sincerely,

Dan Bokma
Estimator

Dick Anderson Construction
4512 South Frontage Road
Billings, MT 59107
Phone (406) 248-3700 - Fax (406) 248-3776

CHANGE ORDER REQUEST

8

TO:	Advanced Environmental and Engineering Services, Inc	**Change Request No.**	
ATTN	Attn: Scott Buecker 1050 East Main, Suite 2 Bozeman, MT 59715	**Job Name**	Livingston WRF Upgrade
		DAC Job #	05-17-513
PHONE	406-219-2633		
FAX		**Date of Proposal**	4/23/2018

WORK PROPOSED

Delete Shearadized Undercut Anchors from the RCB Catwalk Supports and Replace with 1/2" SS Epoxy Anchors

DIRECT LABOR	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Foreman			MH	15	$ 53.61	$ 804.12
Operator 7			MH	45	$ 56.15	$ 2,526.73
Labor 3			MH	45	$ 43.37	$ 1,951.81
					SUBTOTAL	**$ 5,282.65**
EQUIPMENT	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Manlift			HR	45	$ 22.50	$ 1,012.50
200 Ton Crane			HR	2	$ 235.00	$ 470.00
Hammer Drills			HR	45	$ 10.00	$ 450.00
						$ -
					SUBTOTAL	**$ 1,932.50**
MATERIALS	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Additional Drill Bits			EA	3	$ 150.00	$ 450.00
HY-200 Epoxy 11.5oz Cartridges			EA	60	$ 37.50	$ 2,250.00
						$ -
					SUBTOTAL	**$ 2,700.00**
SUPPLIERS	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Eliminate Undercut Anchors, Provide 1/2" SS Threaded Rod			LS	1	$ (5,255.00)	$ (5,255.00)
Unpack, Re-Drill Holes and Repack Catwalk Supports						$ -
Macon Training			LS	1	$ 500.00	$ 500.00
					SUBTOTAL	**$ (4,755.00)**
OTHER	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Bonds, Insurance, Permits 2.5%			%	2.5	$ 5,160.15	$ 129.00
Lodging			MH	105	$ 4.50	$ 472.50
Cleanup and Handling						$ -
Subcontracting						$ -
Additional Subgrade Testing						$ -
Daily Overhead Cost (Per Letter Dates August 8, 2017)			Day	0	$ 2,065.85	$ -
Other/Miscellaneous						$ -
					SUBTOTAL	**$ 601.50**
GRT (1%)						**$ 57.62**
Overhead (5%)						**$ 288.08**
Markup (10%)						**$ 576.17**
					TOTAL PROPOSED CHANGE ORDER COSTS	**$ 6,683.52**

This change requires a time extension of (4) days. Pricing void/subject to revision after (N/A). The costs represented in this Change Proposal include only those that can be identified at this time. No impact or delay costs are included. Should it be determined at a later date that the project has been impacted by multiple changes, delays or other causes beyond our control, we are reserving our right to submit additional costs at such time.

Submitted By:	Kyle Kastelitz - Project Manager	Date:	4/23/2018
Approved By:		Date	

Dick Anderson Construction
4512 South Frontage Road
Billings, MT 59107
Phone (406) 248-3700 - Fax (406) 248-3776

CHANGE ORDER REQUEST 9

TO:	Advanced Environmental and Engineering Services, Inc	Change Request No.	
ATTN	Attn: Scott Buecker 1050 East Main, Suite 2 Bozeman, MT 59715	Job Name	Livingston WRF Upgrade
		DAC Job #	05-17-513
PHONE	406-219-2633		
FAX		Date of Proposal	4/23/2018

WORK PROPOSED

Install Sumps in Mixing Rooms 1&2 of the Soilds Handling Building.

DIRECT LABOR	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Foreman			HR	3	$ 53.61	$ 160.82
Carpenter			HR	3	$ 52.67	$ 158.01
Labor 3			HR	3	$ 43.37	$ 130.12
					SUBTOTAL	$ 448.96

EQUIPMENT	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Pickup			HR	3	$ 15.00	$ 45.00
						$ -
						$ -
					SUBTOTAL	$ 45.00

MATERIALS	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Formwork Material			LS	1	$ 30.00	$ 30.00
Additonal Concrete			CY	0.15	$ 215.00	$ 32.25
						$ -
					SUBTOTAL	$ 62.25

OTHER	Estimated	☒ Actual	Unit	Quantity	Unit Cost	Total
Bonds, Insurance, Permits 2.5%			%	2.5	$ 556.21	$ 13.91
Lodging			MH	9	$ 4.50	$ 40.50
Cleanup and Handling						$ -
Subcontracting						$ -
Additional Subgrade Testing						$ -
Daily Overhead Cost (Per Letter Dates August 8, 2017)			Day	0	$ 2,065.85	$ -
Other/Miscellaneous						$ -
					SUBTOTAL	$ 54.41
GRT (1%)						$ 5.56
Overhead (5%)						$ 27.81
Markup (10%)						$ 55.62
					TOTAL PROPOSED CHANGE ORDER COSTS	$ 699.61

This change requires a time extension of (0) days. Pricing void/subject to revision after (N/A). The costs represented in this Change Proposal include only those that can be identified at this time. No impact or delay costs are included. Should it be determined at a later date that the project has been impacted by multiple changes, delays or other causes beyond our control, we are reserving our right to submit additional costs at such time.

Submitted By:	Kyle Kastelitz - Project Manager	Date:	3/19/2018
Approved By:		Date	

Dick Anderson Construction
4512 South Frontage Road
Billings, MT 59107
Phone (406) 248-3700 - Fax (406) 248-3776

CHANGE ORDER REQUEST

10

TO:	Advanced Environmental and Engineering Services, Inc	**Change Request No.**	
ATTN	Attn: Scott Buecker 1050 East Main, Suite 2 Bozeman, MT 59715	**Job Name**	Livingston WRF Upgrade
		DAC Job #	05-17-513
PHONE	406-219-2633		
FAX		**Date of Proposal**	4/23/2018

WORK PROPOSED

Provide one (1) Sump Pump with 50 feet (50') oflay flat hose for Mixing Room 1 &2

DIRECT LABOR	Estimated	☒ Actual	Unit	Quantity	Unit Cost	Total
					$ -	$ -
					$ -	$ -
					$ -	$ -
					SUBTOTAL	$ -

EQUIPMENT	Estimated	☒ Actual	Unit	Quantity	Unit Cost	Total
					$ -	$ -
					$ -	$ -
					$ -	$ -
					SUBTOTAL	$ -

MATERIALS	Estimated	☒ Actual	Unit	Quantity	Unit Cost	Total
4/10HP 115V Sewage Pump Auot 10' Cord Vertical Flost			EA	1	$ 300.00	$ 300.00
2" X 50' Discharge Hose W/Alum Male X Fem Quik Coup End			EA	1	$ 144.00	$ 144.00
						$ -
					SUBTOTAL	$ 444.00

SUBCONTRACTOR	Estimated	☒ Actual	Unit	Quantity	Unit Cost	Total
						$ -
						$ -
						$ -
					SUBTOTAL	$ -

OTHER	Estimated	☒ Actual	Unit	Quantity	Unit Cost	Total
Bonds, Insurance, Permits 2.5%			%	2.5	$ 444.00	$ 11.10
Lodging			MH	0	$ 4.50	$ -
Cleanup and Handling						$ -
Subcontracting						$ -
Additional Subgrade Testing						$ -
Daily Overhead Cost (Per Letter Dates August 8, 2017)			Day	0	$ 2,065.85	$ -
Other/Miscellaneous						$ -
					SUBTOTAL	$ 11.10
GRT (1%)						$ 4.55
Overhead (5%)						$ 22.76
Markup (10%)						$ 45.51
					TOTAL PROPOSED CHANGE ORDER COSTS	$ 527.92

This change requires a time extension of (1) days. Pricing void/subject to revision after (N/A). The costs represented in this Change Proposal include only those that can be identified at this time. No impact or delay costs are included. Should it be determined at a later date that the project has been impacted by multiple changes, delays or other causes beyond our control, we are reserving our right to submit additional costs at such time.

Submitted By:	Kyle Kastelitz - Project Manager	Date:	4/23/2018
Approved By:		Date	

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NORTHWEST PIPE FITTINGS, INC.

Servicing Montana and Wyoming Since 1957

Wholesale Plumbing, Heating, Water Works, Industrial Supplies, SERVICE with our own trucks

P.O. BOX 1258
33 S. 6TH STREET WEST
BILLINGS, MT 59103
PHONE (406) 252-0142
FAX (406) 248-8072

P.O. BOX 4163
1901 MEADOWLARK
BUTTE, MT 59701
PHONE (406) 494-2120
FAX (406) 494-3767

404 17TH AVENUE N.E.
GREAT FALLS, MT 59404
PHONE (406) 727-9843
FAX (406) 454-1743

1780 MT HWY 35 EAST
KALISPELL, MT 59904
PHONE (406) 752-8562
FAX (406) 752-6553

360 FLOSS FLATS RD
BELGRADE, MT 59714
PHONE (406) 388-2045
FAX (406) 388-2083

34930 HWY 23
SIDNEY, MT 59270
PHONE (406) 630-5120
FAX (406) 630-5125

NOT FOR SHIPPING
MATERIAL MAY NOT BE SHIPPED
FROM THIS DOCUMENT

PICK LIST / QUOTATION FORM

QUOTE NO. 316675

QUOTE TO

5065
DICK ANDERSON CONSTRUCTION
LIVINGSTON WRF UPGRADES
4498 JACKRABBIT LANE
BOZEMAN , MT 59718

QUOTE DATE	TO DATE	JOB REFERENCE	FOB	TERMS	PREPARED BY
03/19/18	03/19/18			NET 30	JOE LUNDVALL

(1) PUMP

PART#	QTY	DESCRIPTION	UNIT	PRICE	EXT. PRICE
5211205	1	LE41A 4/10HP 115V SEWAGE PUMP AUTO 10' CORD WIDE ANGLE FLOAT	EACH	$275.00	$275.00
	1	LE41AV 4/10HP 115V SEWAGE PUMP AUTO 10' CORD VERITICAL FLOAT	EA	$300.00	$300.00
5209105	1	2" X 50' DISCHARGE HOSE W/ALUM MALE X FEM QUIK COUP END	EACH	$144.00	$144.00
				Segment Total	$719.00

We are pleased to quote you on the above material
All quotes are subject to Northwest Pipe Fittings "Terms of Sale"
Quoted prices are subject to change after the "TO DATE" above.

Segments Total	$719.00
Tax Total	$0.00
Quotation Total	$719.00

Dick Anderson Construction
4512 South Frontage Road
Billings, MT 59107
Phone (406) 248-3700 - Fax (406) 248-3776

CHANGE ORDER REQUEST 11

TO:	Advanced Environmental and Engineering Services, Inc	**Change Request No.**	
ATTN	Attn: Scott Buecker 1050 East Main, Suite 2 Bozeman, MT 59715	**Job Name**	Livingston WRF Upgrade
		DAC Job #	05-17-513
PHONE	406-219-2633		
FAX		**Date of Proposal**	4/23/2018

WORK PROPOSED

Relocate Decanter Actuator Plateform. Required an additional Stainless Steel Spool.

DIRECT LABOR	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Foreman			HR	2	$ 53.61	$ 107.22
Operator 7			HR	2	$ 56.15	$ 112.30
Labor 3			HR	2	$ 43.37	$ 86.75
					SUBTOTAL	**$ 306.26**

EQUIPMENT	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Pickup			HR	1	$ 15.00	$ 15.00
Manlift			HR	2	$ 22.50	$ 45.00
200 Ton Crane			HR	0.25	$ 235.00	$ 58.75
					SUBTOTAL	**$ 118.75**

MATERIALS	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
HD Fowler Invoice for Stainless Steel Spool			LS	1	$ 2,800.00	$ 2,800.00
						$ -
						$ -
					SUBTOTAL	**$ 2,800.00**

OTHER	Estimated	☒ Actual	Unit	Quantity	Unit Cost	Total
Bonds, Insurance, Permits 2.5%			%	2.5	$ 3,225.01	$ 80.63
Lodging			MH	6	$ 4.50	$ 27.00
Cleanup and Handling						$ -
Subcontracting						$ -
Additional Subgrade Testing						$ -
Daily Overhead Cost (Per Letter Dates August 8, 2017)			Day	0	$ 2,065.85	$ -
Other/Miscellaneous						$ -
					SUBTOTAL	**$ 107.63**
GRT (1%)						**$ 32.25**
Overhead (5%)						**$ 161.25**
Markup (10%)						**$ 322.50**
					TOTAL PROPOSED CHANGE ORDER COSTS	**$ 3,848.64**

This change requires a time extension of (0) days. Pricing void/subject to revision after (N/A). The costs represented in this Change Proposal include only those that can be identified at this time. No impact or delay costs are included. Should it be determined at a later date that the project has been impacted by multiple changes, delays or other causes beyond our control, we are reserving our right to submit additional costs at such time.

Submitted By:	Kyle Kastelitz - Project Manager	Date:	4/23/2018
Approved By:		Date	

Dick Anderson Construction
4512 South Frontage Road
Billings, MT 59107
Phone (406) 248-3700 - Fax (406) 248-3776

CHANGE ORDER REQUEST 12

TO:	Advanced Environmental and Engineering Services, Inc	**Change Request No.**	
ATTN	Attn: Scott Buecker 1050 East Main, Suite 2 Bozeman, MT 59715	**Job Name**	Livingston WRF Upgrade
		DAC Job #	05-17-513
PHONE	406-219-2633		
FAX		**Date of Proposal**	4/23/2018

WORK PROPOSED

Add 3"x2"x1/4" Ledger Support to RCB Tank Cladding Detail

DIRECT LABOR	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Foreman			HR	25	$ 53.61	$ 1,340.20
Carpenter			HR	25	$ 52.67	$ 1,316.77
Labor 3			HR	25	$ 43.37	$ 1,084.34
					SUBTOTAL	**$ 3,741.31**

EQUIPMENT	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
Pickup & Hand Tools			HR	25	$ 15.00	$ 375.00
						$ -
						$ -
					SUBTOTAL	**$ 375.00**

MATERIALS	☒ Estimated	Actual	Unit	Quantity	Unit Cost	Total
L3x2x1/4, Anchor Rod, Nuts, Washers			LF	450	$ 6.45	$ 2,902.50
Tapcon HD Screw Anchors			LS	1	$ 420.20	$ 420.20
						$ -
					SUBTOTAL	**$ 3,322.70**

OTHER	Estimated	☒ Actual	Unit	Quantity	Unit Cost	Total
Bonds, Insurance, Permits 2.5%			%	2.5	$ 7,439.01	$ 185.98
Lodging			MH	75	$ 4.50	$ 337.50
Cleanup and Handling						$ -
Subcontracting						$ -
Additional Subgrade Testing						$ -
Daily Overhead Cost (Per Letter Dates August 8, 2017)			Day	0	$ 2,065.85	$ -
Other/Miscellaneous						$ -
					SUBTOTAL	**$ 523.48**
GRT (1%)						**$ 74.39**
Overhead (5%)						**$ 371.95**
Markup (10%)						**$ 743.90**
					TOTAL PROPOSED CHANGE ORDER COSTS	**$ 9,152.73**

This change requires a time extension of (2) days. Pricing void/subject to revision after (N/A). The costs represented in this Change Proposal include only those that can be identified at this time. No impact or delay costs are included. Should it be determined at a later date that the project has been impacted by multiple changes, delays or other causes beyond our control, we are reserving our right to submit additional costs at such time.

Submitted By:	Kyle Kastelitz - Project Manager	Date:	4/23/2018
Approved By:		Date	

Backup material for agenda item:

J. **RESOLUTION NO. 4804 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN FOR PHASE III AND IV CAPITAL IMPROVEMENT PROJECT.**

RESOLUTION NO. 4804

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN FOR PHASE III AND IV CAPITAL IMPROVEMENT PROJECT.

WHEREAS, the Livingston City Commission desires to make improvements to Livingston Downtown area; and

WHEREAS, the City has requested a construction management proposal from TD&H for Phase III and IV Capital Improvement Project of the Downtown Streets Project on Main Street down to Geyser Street, Clark Street from B Street to the alley between Main Street and 2nd Street, including water, sewer and storm drain, street, sidewalk and street lights and provide project administration; and

WHEREAS, TD&H has proposed a construction management contract with a total cost of $82,000.00;

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

On the City of Livingston's behalf, the City Manager is hereby authorized to enter into a professional services agreement with TD&H for Phase III and IV of the Capital Improvement Project for an amount not to exceed $82,000.00. The City Manager is hereby authorized to execute this Agreement, including use of the project contingency funds as he deems necessary.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this_____day of_____, 2018.

_____
DOREL HOGLUND - Chairman

ATTEST:

_____
LISA HARRELD
Recording Secretary

APPROVED AS TO FORM:

_____
JAY PORTEEN
City Attorney

Resolution No. 4804
Authorizing the City Manager to enter into a professional services agreement for Phase II and IV of the Capital Improvement Project.

Livingston City Commission

LEGISLATIVE ACTION SUMMARY

Ordinance/Resolution No: 4804

Requested by: Michael J. Kardoes, City Manager

Date of First Consideration/Status: 19 June 2018

Purpose of Legislation: Authorize the City Manager to sign a Professional Services Agreement with TD&H Engineering for design services for Phase 3 and 4 for the Downtown Capital Improvement Project, and authorize the City Manager to execute the Agreement to include the use of contingency funds as deemed necessary.

Statutory Authority/Reference: Budget Authority/Formal Contract

Background: The City Administration requested a proposal to design the water, sewer, storm drain, street, sidewalk and street lights and provide project administration for Phase 3 and 4 of the Downtown Capital Improvement Project from TD&H Engineering. Negotiations on the scope and fees addressed in the proposal are finalized. TD&H will subcontract with GPD Engineering for the electrical design for the Street Lights. This cost will be $5,000. The City Administration recommends approving the attached PSA.

Staff Recommendation: Approve the Professional Services Agreement

Fiscal Impact:

Cost Proposal:	$82,000
Contingency:	$7,700
Total Authorized Cost:	$89,700

Funding Source:

Water:	$14,500
Sewer:	$22,700
Streets:	$47,500
Light Maintenance:	$5,000

Regulatory Impact (local): N/A

Attachments:

Proposal for Design Services

Professional Services Agreement

234 East Babcock Street
Suite 3
Bozeman, MT 59715

TD&H Engineering

406.586.0277
tdhengineering.com

June 12, 2018

Shannon Holmes, Public Works Director
City of Livingston
330 N. Bennett Street
Livingston, MT 59047

Via email: sholmes@livingstonmontana.org

RE: LIVINGSTON DOWNTOWN CAPITAL IMPROVEMENTS PROJECT 2019 SCOPE OF WORK AND FEE PROPOSAL

Dear Shannon,

TD&H is pleased to provide you with an estimate to design the 2019 CIP. The scope of this work includes phases 3 and 4 labeled 2018 and 2019 on the revised Livingston downtown area CIP map (attached for reference). We anticipate realizing efficiency in design, bidding and construction of this next phase of the CIP based on the 2018 experience. The benefit of the efficiency is directly reflected in the costs for services.

Assumptions

- The project limits for the 2019 downtown CIP are taking off from the 2018 CIP limit on Main Street down to Geyser Street, Clark Street from B Street to the alley between Main Street and 2nd Street. The design includes water, sewer and storm drain utilities back-of-walk to back-of-walk. The street improvements include street and sidewalk replacement. The design includes replacing storm drain to the outlet at Fleshman Creek south of Geyser Street.
- No vault spaces are located within the project limits.
- Street lighting will be subcontracted for design and construction. Conduit runs will be shown on construction plans.
- There is 6-9” of concrete below pavement on all streets within this project.
- The design cost does not include time for public meetings. The community outreach item is an estimate for public meeting time based on the 2018 CIP meetings.

Scope of Work

1. **Topographic Survey**

   TD&H will survey the project extents for $5,000.00.

2. Design

TD&H will design the following infrastructure as a portion of this phase. The infrastructure design is broken out between the two phases within the project but there will be one comprehensive submittal to DEQ and one set of plans. The project will be bid as two schedules, however. Quantities are estimated due to not having topographic survey information at this time.

Phase I – Main Street between Lewis Street and Clark Street and Clark Street between B Street and alley between Main Street and 2nd Street.

- Design Report
- 950 LF of Sewer Main
- 460 LF of Storm Drain Main
- 950 LF of Street Design which includes grading, conduit plan and light layout
- Striping Design which will accommodate future curb bulb option
- Specifications and Bid Documents
- Engineer's Estimate

Estimated fee for this task is $38,700.00.

Phase II – Main Street between Clark Street and Geyser Street and additional storm drain to Fleshman Creek outfall. This is a great opportunity to use the storm water master plan and analyze the storm water treatment options at the outfall.

- Design Report
- 550 LF of Sewer Main
- 740 LF of Storm Drain Main
- 450 LF of Street Design which includes grading, conduit plan and light layout
- Striping Design which will accommodate future curb bulb option
- Specifications and Bid Documents
- Engineer's Estimate

Estimated fee for this task is $33,300.00.

Total estimated fee for design is $72,000.00.

3. Community Outreach:

TD&H will support the City to be as transparent and available as possible in distributing information for the upcoming project. Public meetings such as downtown businesses/URA type meetings and commission meetings to advertise the project and request public input on sequence and schedule are anticipated once again for the next phases of this project. TD&H will donate my time to attend four meetings during the design process. This includes time and mileage at no cost to the City.

If the City determines there are additional meetings that they would like TD&H to participate in, Keith or I will be available to attend those meetings as well. The budget is estimated at approximately $1,000 per every three meetings and is the only item in the design budget that is time and materials in order to accurately manage the scope of this item.

4. **Project Bidding:**

   After receiving DEQ approval, TD&H will finish preparing bidding documents, lead a pre-bid meeting, field bidding questions and issue addenda as necessary, and lead the bid opening. TD&H will then review the bids for conformance with the specifications and make a formal recommendation(s) for award of the contract(s) to the counsel. This budget will be captured in the Construction Administration budget similar to the 2018 CIP.

5. **Street Lights and Electrical Design**

   TD&H will work with sub-consultant GPD, P.C. electrical engineers who will design the street lighting and electrical plans for the project. The estimated cost of their services is $5000.00

Proposed Fee

TD&H proposes to complete the above tasks to facilitate a successful 2019 project through bid award for **$77,000.00+ $5000.00 (GPD)= $82,000.00**. The proposed fee and above scope of work are based on the stated assumptions and exclusions. We would be happy to break out any of the tasks in this estimate such as lighting design if the City would like to see more detail.

Again, thank you for this opportunity to provide you with this scope of work and fee proposal for our engineering services. If you have any questions or comments, please feel free to call or e-mail.

Sincerely,

Matt McGee, *PE*
Project Manager
TD&H ENGINEERING

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2018, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 414 East Callender Street, Livingston, Montana 59047 (hereinafter referred to as the "City"), and THOMAS, DEAN & HOSKINS, INC., a Montana corporation with its principal office located at 1800 River Drive North, Great Falls, Montana 59401 (hereinafter referred to as the "Engineer"; and together with the City, the "Parties").

RECITALS:

A. The City desires to complete the project commonly known as the Phase III and Phase IV Capital Improvements Project (the "Project"), which Project requires certain professional engineering design services to be performed in connection therewith.

B. In September 2015, the City and the Engineer entered into a Professional Services Agreement (the "September 2015 Agreement") whereby the Engineer agreed to perform Miscellaneous and Tasked Based services for the City.

C. The City now desires for Engineer to perform such a Task Based service in the form of design for the Phase III and Phase IV Capital Improvements Project and the Engineer desires to perform the services, all according to the terms and conditions set forth below.

D. The Engineer is engaged in the business of professional engineering, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to design services for the Project and is ready, willing and able to undertake and perform the same 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. ENGINEER'S SERVICES. City agrees to retain Engineer to perform all services and comply with all obligations specified or indicated in the Scope of Work attached hereto and incorporated herein as **Exhibit A** (collectively, the "Services").

3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement the Engineer agrees that all hiring will be on the basis of merit and qualifications and that the Engineer will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

4. NATURE OF RELATIONSHIP.

   a. The Engineer 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 Engineer shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Engineer has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Engineer 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. Because Engineer is an independent contractor, Engineer is not entitled to any workers compensation or any benefit of employment with the City.

   b. The Engineer 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 Engineer in performance of this Agreement.

   c. The Engineer, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned entities and persons have the authority to legally bind or otherwise obligate the City to any third person or entity.

5. COMPENSATION.

a. For the satisfactory completion of the Services, the City will pay the Engineer a sum not to exceed Eighty Two Thousand and 00/100 Dollars ($82,000.00); provided, however, the Parties may agree to additional compensation in an amount not to exceed Seven Thousand Seven Hundred and 00/100 Dollars ($7,700.00) in the event presently unforeseen circumstances require Engineer to provide additional services or spend additional time on items not contemplated by this Agreement. Each specific service the Engineer provides under this Agreement, and the maximum amount the City will pay the Engineer for each, is set forth in Exhibit A.

b. The Engineer shall submit an invoice every month if it has provided the City with Services during the preceding month. The invoices will include charges for the Services actually performed during the associated billing period. The invoices shall include, at a minimum, the following information: (i) a clear description of the tasks performed; (ii) identification of the project with which all charges are associated; (iii) the contracted dollar amount for the Services, if applicable; (iv) the Services completed to date for the associated project; and (v) the Services that remain to be completed for the associated project. Each invoice shall be accompanied by a monthly summary that provides the following information: (i) all current projects; (ii) the estimated dollar amount of the total project costs for each project; (iii) the amount the City has paid to date on each project; and (iv) the amount the City will likely pay to complete each project shown on that month's invoice.

c. In connection with obtaining payment under this Agreement, Engineer agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Engineer assumes responsibility for the late filing of a claim.

d. In the event the Engineer seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Engineer must seek prior written authorization from the City before such expenditure is incurred. If the Engineer fails to obtain prior written authorization, the Engineer shall not be entitled to payment for the unauthorized work, materials or services.

6. <u>ENGINEER'S RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES.</u> The Engineer 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 Services.

b. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, performance and furnishing of the Services.

c. It has reviewed 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.

d. In connection with the Services, it will exercise the standard of care that is ordinarily used by members of the Engineer's profession practicing under similar conditions at the same time and in the same locality.

7. OWNERSHIP OF DOCUMENTS. All data, information, work in progress, documents, reports, and intellectual property developed in connection with any work under this Agreement, both in hard-copy form and as may be embodied on computer diskettes or similar information recording and storage media, is deemed the City's property and, upon request, shall be delivered to the City. Following the City's acceptance of materials described in this paragraph, the City shall indemnify and hold Engineer harmless for any changes or revisions to the plans and related documents the Engineer prepares under this Agreement that are made without Engineer's knowledge and written consent.

8. TERMINATION OF THIS AGREEMENT.

a. If the City fails to substantially perform in accordance with the terms of this Agreement, the Engineer shall deliver to the City a written notice specifying the nature of the City's failure to substantially perform. The City shall have a period of ten (10) days after receiving the written notice from the Engineer to cure the failure to perform. If the City fails to cure its failure to perform within the 10-day cure period, the Engineer shall provide the City with a written notice to terminate this Agreement. The Engineer may only terminate this Agreement if it is not at fault for the City's failure to perform. Failure of the City to make payment as provided in this Agreement shall be considered nonperformance and cause for termination, unless the Engineer is at fault for the City's nonpayment.

b. The City may terminate this Agreement upon not less than thirty (30) days prior written notice to Engineer. If the City terminates this Agreement for a reason other than fault of the Engineer, the Engineer shall receive compensation for the

work/services performed prior to termination, together with reasonable expenses incurred up to the date of termination.

9. LIMITATION OF LIABILITY. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and consultants, to City and anyone claiming by, through, or under City for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Services or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or consultants shall not exceed the total compensation received by Engineer under this Agreement. Similarly, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the City and the City's officers, directors, members, partners, agents, employees, and consultants, to Engineer and anyone claiming by, through, or under Engineer for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Services or the Agreement from any cause or causes, including but not limited to the negligence, strict liability, breach of contract, indemnity obligations, or warranty express or implied of City or City's officers, directors, members, partners, agents, employees, or consultants shall not exceed the total compensation received by Engineer under this Agreement.

10. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, City shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused solely by any negligent act or omission of City or City's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the City with respect to this Agreement or to the Services. Similarly, to the fullest extent permitted by law, Engineer shall indemnify and hold harmless City and its officers, directors, members, partners, agents, employees, and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use

resulting therefrom, but only to the extent caused solely by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Engineer with respect to this Agreement or to the Services.

11. INSURANCE. In addition to any other insurance which Engineer may choose to carry, the Engineer shall, at its sole expense, maintain in effect during the performance of this Agreement all of the following insurance: (a) workers' compensation as required by state law; (b) comprehensive commercial general liability insurance, including personal injury liability, automobile, blanket contractual liability and broad-form property damage liability coverage with a single limit of $1,000,000 each occurrence, $2,000,000 general aggregate and $5,000,000 excess/umbrella liability; (c) professional liability with a limit of $1,000,000 per claim and $1,500,000 aggregate made against Engineer for errors or omissions in the performance of this Agreement. Engineer's certificates of insurance are attached hereto and incorporated herein as **Exhibit B**. Any 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.

12. COMPLIANCE WITH LAWS. The Engineer agrees it will comply with all federal, state and local laws, rules and regulations.

13. SURVIVAL. All express representations, indemnifications, or limitations of liability made in or given in this Agreement shall survive completion of the Services or the termination of this Agreement for any reason.

14. FORCE MAJEURE. The Parties shall not hold each other responsible for damages or delay in the performance of this Agreement caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

15. 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 as follows:

City: City of Livingston
Attn: Shannon Holmes
330 Bennett Street
Livingston, Montana 59047

Engineer: TD&H Engineering
Attn: Keith Waring, P.E.
234 East Babcock Street, #3
Bozeman, Montana 59715

Any change of address shall be made by giving written notice thereof to the other party, providing the new address.

16. 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.

17. 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.

18. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties.

19. 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.

20. 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.

21. 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 an 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 Engineer or the City 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.

22. VENUE. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue under this Agreement.

23. GOVERNING LAW. This Agreement shall be governed by the law of the State of Montana without respect to its conflicts of law principles.

24. LIAISON. The designated liaison with the City is Shannon Holmes, who can be reached at (406) 222-5667. The Engineer's liaison is Keith Waring, who can be reached at (406) 586-0277.

25. 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.

26. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used -- 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 **THOMAS, DEAN & HOSKINS, INC.,**

a Montana corporation

_____

Michael J. Kardoes

_____

Name: _____

Its: _____

[Exhibit A]

[Rate Schedule]

[Exhibit B]

[Certificates of Insurance]

Backup material for agenda item:

K. **RESOLUTION NO. 4802 - 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 2018 THROUGH 2019.**

RESOLUTION N O. 4802

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 FROM JULY 1, 2018 THROUGH JUNE 30, 2020.

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 2018 through 2020; and

WHEREAS, the Livingston Pol ice 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 from July 1, 2018 through June 30, 2020, which agreement is attached hereto as Exhibit A.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this _____day of June, 20I8.

_____
DOREL HOGLUND - Chairperson

_____
LISA HARRELD
RecordingSecretary

_____
JAY PORTEE N
City Attorney

Collective Bargaining Agreement

Between

The City of Livingston

And

The Montana Public Employees Association/

Montana Federation of Public Employees

Livingston Police Unit

July 1, 2018 – June 30, 2020

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PREAMBLE

This Agreement, made and entered into this _____day of _____, 2018, by and between the CITY OF LIVINGSTON, hereinafter referred to as the Employer, and the Montana Public Employees Association Livingston Police Unit and its successor organization, the Montana Federation of Public Employees Livingston Police Unit (MPEA/MFPE), hereinafter referred to as the Association. In consideration of the mutual covenants herein set forth, the Employer and the Association agree and shall be bound as follows:

ARTICLE 1. – RECOGNITION

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

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/MFPE. 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/MFPE and_forward the aggregate amount to MPEA/MFPE.

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 Association.

3. For communications officers and sergeants, an employee's work period shall consist of a regularly recurring five (5) consecutive days of employment followed by two (2) consecutive days off. Regular part time communications officers will receive two (2) consecutive days off each workweek.

4. For patrol officers, an employee's work period shall consist of a regularly recurring four (4) consecutive days of employment followed by three (3) consecutive days off.

5. The School Resource Officer (SRO) will work five (5) eight (8) hour shifts during the school year, Monday through Friday. The SRO's schedule may be modified by the employer, in compliance with any contractual agreement with the school district, in the event of an emergency situation or to address unforeseen staffing shortages within the department. During the summer months, and times when school is not in session, the SRO will work regular patrol shifts as assigned by management.

6. Except in emergency situations, employees will not be required to work over fourteen (14) consecutive hours and will be guaranteed at least eight (8) hours off, other than training, court, or call out in the event of an emergency. This limitation may be waived by mutual consent between the employee and management.

7. Patrol Officers are guaranteed rotation of shifts approximately every sixty (60) days, to coincide with the beginning of each odd month of the year; that is, shift rotations will occur in the first week of January, March, May, July, September, and November. Shifts are defined as: 7:00 a.m. – 5:00 p.m., 5:00 p.m. – 3:00 a.m., and 9:00 p.m. – 7:00 a.m. 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: 7:00 a.m. – 3:00 p.m., 3:00 p.m. – 11:00 p.m., and 11:00 p.m. – 7:00 a.m., beginning each Monday at 7:00 a.m. through Saturday at 7:00 a.m.

9. Normal rotation for patrol officers and sergeants will be forward; that is, to the next occurring shift in the duty day.

10. The department will attempt to appoint and schedule a day 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. 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. Management hereby agrees that it will, subject to Management's budget and operational constraints, reasonably attempt to have no less than two patrol officers on duty at all times, particularly during the hours of 7:00 p.m. and 3:00 a.m. and during times where certain community events or other activities may contribute to the need for more than one officer.

15. 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).

16. 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 a.m. and

during times where certain community events or other activities may contribute to the need for more than one dispatcher.

17. Dispatch shifts shall be bid by seniority.

B. Association Privileges.

1. The Association shall be allowed the use of the facilities of the Employer for meetings when such facilities are available and the meeting would not interfere with the business of the Employer.

2. Authorized Representatives of the Association will be allowed to visit the work area of employees during working hours, with the approval of the Shift Supervisor, and confer on employment related matters to the extent that such visits do not unduly disrupt the work activities of the Department.

3. The Employer shall provide reasonable bulletin board space for the use of the Association in communicating non-political matters with its members with the exception of internal union election notices.

4. PARKING SPACES: Evening and Night Communications Officers shall be provided with a specifically designated parking place in the lot on the south side of the City County building. Said space is to facilitate the safety and well being of the Communications Officers after the hours of darkness.

5. All employee personnel files will be kept confidential and in accordance with the City of Livingston 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

A. Full time employees, except Sergeants, will be compensated at the rate of eight (8) hours pay at their basic hourly wage for all herein specified holidays. Regular part time employees will receive prorated holiday pay based on the number of regularly scheduled work hours. This holiday 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.

B. 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)

C. If an employee, other than a Sergeant, whose birthday falls on a holiday, has to work on that holiday, the employee shall receive an extra day off as compensation. The day off will be mutually agreed upon by the employee and management. For purposes of pay, the holiday will be treated as one.

D. All employees will be paid an additional straight time pay at their regular hourly wage, in addition to their regular base salary, for all hours actually worked on a holiday. All employees will be paid at two times their regular hourly wage, in addition to their base salary, for overtime hours worked on a holiday. For the purposes of this section, holiday work hours shall begin at 12:01 a.m. and end at 12:00 a.m. (midnight) 24 hours later. Example: An employee who works from 1700 hours on Christmas Day until 0300 hours on December 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.

E. 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 shall earn paid vacation as follows:

	Work day credit per month	Work day credit per year
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.

	Work day credit per month	Work day credit per year
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.

	Work day credit per month	Work day credit per year
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.

	Work day credit per month	Work day credit per year
21 years and over:	2	24

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

2. 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.

3. Vacation credits may not be accrued to a total exceeding two times the maximum number of days earnable annually at the end of any calendar year. Any accumulation of annual vacation leave in excess of this total at the end of the calendar year must be used in the first ninety (90) days of the next calendar year or be forfeited. 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.

4. 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

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

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

The Employer agrees to provide a false arrest insurance plan.

D. Medical Examinations/Health Screening

Employees may, at their option, undergo a routine wellness screening as determined by the City and by a health care provider of the City's choosing. The city will determine the type of screening, frequency, and location. Employees will receive advance notice of the date and time, and, once notified shall make reasonable accommodation to participate. For employees covered by City group health insurance, the City will pay the deductible, or co-payment portion of those costs directly attributable to the approved medical examination or screening. If the employee is not in the City Health Insurance group, then the City will pay the entire cost of the physical.

E. Job safety hazards will immediately be brought before a supervisor or the department head for their review and correction. 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. The Communications Officers' training budget shall be increased from $3000 to $4000. An additional $2000 will be allocated by City for training travel.

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 one (1) year is 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 2 (two) seniority lists, one for each work area – (1) Sworn Officers (authority to arrest) and (2) Non-sworn employees, Communications 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 follow-up meeting with the department head and/or their designee the employee will be provided written notice of the findings, to include specific

disciplinary action, if any. The employee will sign the document as proof of receipt and a copy will be provided to them.

8. If an employee disagrees with a specific instance of discipline or termination action, the employee has the right to add a rebuttal letter to the documentation placed in the personnel file for the corresponding disciplinary action. The rebuttal letter must be received by the city within ten (10) working days of the final disciplinary action. The rebuttal will be placed in the personnel file with no additional comment, investigation, or removal of objected materials by the City. Lack of review and/or comment regarding a rebuttal by the City does not indicate agreement with its contents.

9. At any time during the investigation, the employee may be placed on paid administrative leave. This shall not be considered a disciplinary action.

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

1. **Verbal Counseling**

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

The record of verbal counseling will be given to the employee, one copy will be retained in a file maintained by the supervisor, and one copy will be forwarded to a 'record of verbal counseling file' maintained by Human Resources. Human Resources will retain a record of verbal counseling for a period of one (1) year, after which time the record of verbal counseling will be destroyed. If a second disciplinary issue, of the same nature or of a different nature than the first instance, occurs within one (1) year of the first instance, the first record of verbal counseling (found in the 'record of verbal counseling file') will be placed permanently in the employee's personnel file, along with documentation of the second disciplinary issue.

2. **Written Reprimand**

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

3. **Suspension (without pay)**

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

4. **Demotion – Loss of Duty**

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

the employee that attests the employee participated in the meeting, understood the problem and the corrective action required and that the form of discipline was a temporary or permanent demotion and loss of job duties/responsibilities. The payroll clerk will be notified of the employee's modified job classification. A copy of the written documentation will be given to the employee and a copy placed in the employee's personnel file.

5. **Termination**

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

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

ARTICLE 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.

7. In the event a Communications Supervisor is absent from an assigned shift, the senior communications officer working that shift will be in charge. When there is no Communications Supervisor on shift, the senior communications officer on duty will be paid an additional $1.25 per hour for actual hours worked during the absence of the Communications Supervisor. The senior communications officer is determined to be the communications officer who has the most longevity with the department. If this absence exceeds two (2) work weeks, or 80 consecutive working hours, the senior communications officer shall receive the Communications Supervisor's 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 a Communications Supervisor is on shift with a senior communications officer, the senior communications officer will basically function as a regular communications officer.

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

D. The City of Livingston shall provide one hundred (100) rounds of handgun ammunition, twenty-five (25) rounds of rifle ammunition, and twenty-five (25) rounds of shotgun ammunition per month for target practice for police officers. Management may issue the monthly ammo during specified training or formal practice sessions to ensure that

ammo is being used for appropriate training purposes. If an officer doesn't attend a departmental training, the officer must show reasonable proof that the previous month's allocation of ammunition was utilized before the next month's allocation will be given out. 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 4.0% base wage increase starting 7/1/2018
2. All employees will receive a 3.0% base wage increase starting 7/1/2019

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. 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
(7)	Certified Communications Training Officer compensation while working with a probationary communications officer during that officer's first 12 weeks of employment	.75 per hour

c. Certifications Available to all Department Personnel:

(1)	Maintenance of First Responder	50.00
(2)	First Responder Instructor	60.00
(3)	EMT	80.00
(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
(7)	'Good Governance' Certification (MSUExt)	.25 per hour

2. Personnel achieving more than one medical-related certification shall be compensated at the highest value.

3. Designated School Resource Officer(s) shall receive a stipend of $150 per month

4. Designated Detective (s) shall receive a stipend of $300 per month.

5. Designated Code Enforcement Officer shall receive a stipend of $150 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 (Cooper) or the Montana Physical Ability Test (MPAT). Participation in this initiative is voluntary. Employees who choose to participate will be awarded compensation hours for successfully passing the agreed upon tests.

   a. Cooper 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 coordinated and administered by the Union 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. Compensation will be awarded as follows:

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

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

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

E. LONGEVITY

Each Police Officer and Communications 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 increase the insurance stipend by 3.7%, subject to the flexplan rules, which in total equates to $785 starting 7/1/2018 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 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

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, 2018 until June 30, 2020.

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 _____, 2018.

FOR THE CITY OF LIVINGSTON

_____

Michael Kardoes, CITY MANAGER

ATTEST:

_____

Lisa Harreld, Recording Secretary

FOR THE LIVINGSTON POLICE DEPARTMENT EMPLOYEES ASSOCIATION

_____

Wayne Hard, PRESIDENT

_____

DARCY DAHLE, MPEA FiELD REP

_____

QUINTON NYMAN
MPEA EXECUTIVE DIRECTOR

ADDENDUM A – Base Pay Schedule

Position	2017-2018 Base Salary	2018-2019 Base Salary	2019-2020 Base Salary
Probationary Patrol Officer	40,775	42,406	43,678
Patrol Officer 1	41,585	43,248	44,546
Patrol Officer 2	42,943	44,661	46,001
Patrol Officer 3	44,212	45,980	47,360
Sergeant	52,109	54,193	55,819
Communications Officer	31,011	32,251	33,219
Communications Shift Supervisor	31,011	35,000	36,050

ADDENDUM B – Discipline Guide

Remains same as Contract 2017-2018.

Backup material for agenda item:

L. **RESOLUTION NO. 4805 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA,AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT TO CONVEY AND ACQUIRE WITH NORTHWESTERN CORPORATION.**

RESOLUTION NO. 4805

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT TO CONVEY AND ACQUIRE WITH NORTHWESTERN CORPORATION.

_____

WHEREAS, Northwestern Corporation, d/b/a NorthWestern Energy is the owner and has interest in certain real property located at Lots 7 and 8 of Block 54 of the Original Townsite of the City of Livingston, Montana, according to the official plat on file and of record in the office of the Clerk and Recorder of Park County, Montana; and

WHEREAS, Northwestern Corporation agrees to transfer and the City of Livingston agrees to accept the above described property according to the terms and conditions as described in the *Agreement To Convey and Acquire*, attached hereto as "Exhibit A"; and

WHEREAS, after Northwestern Corporation and the City of Livingston execute the *Agreement To Convey and Acquire*, Northwestern Corporation will record a Warranty Deed as attached hereto and incorporated herein as "Exhibit B"; and

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

On the City of Livingston's behalf, the City Manager is hereby authorized to enter into the *Agreement To Convey and Acquire* with Northwestern Corporation, which document is attached hereto and incorporated herein as "Exhibit A".

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

_____

DOREL HOGLUND - Chairman

Resolution No. 4805
Authorizing the City Manager to sign an agreement to convey and acquire with Northwestern Corporation

ATTEST:

LISA HARRELD
Recording Secretary

APPROVED AS TO FORM:

JAY PORTEEN
City Attorney

Resolution No. 4805
Authorizing the City Manager to sign an agreement to convey and acquire with Northwestern Corporation

AGREEMENT TO CONVEY AND ACQUIRE

THIS AGREEMENT TO CONVEY AND ACQUIRE (Agreement) is made and entered into this ____ day of _____, 20__, by and between THE CITY OF LIVINGSTON MONTANA, a Municipal Corporation, of _____ Livingston, Montana 59047 (the "City") and NORTHWESTERN CORPORATION, a Delaware Corporation, d/b/a NorthWestern Energy of 11 East Park Street, Butte, Montana 59701-1711 (NorthWestern) provides as follows:

Recitals

1. NorthWestern is the owner, or has an interest in, certain real property, located in Park County, Montana, which is described as follows:

   Lots 7 and 8, of Block 54 of the Original Townsite of the City of Livingston, Montana, according to the official plat on file and of record in the office of the Clerk and Recorder of Park County, Montana (the "Property").

2. NorthWestern desires to transfer and the City desires to accept donation of the Property, as defined herein all pursuant to the terms of this Agreement.

AGREEMENT

Now therefore for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Property. NorthWestern agrees to transfer and the City agrees to accept the Property according to the terms and conditions described as follows:

   a. *Real Property*. The Real Property, together with all interest of NorthWestern in any adjacent, vacated streets and alleys; all easements and other appurtenances thereto; and all improvements and all permanently installed or attached fixtures and equipment. Permanently installed fixtures and equipment includes, but is not limited to all electrical, light, plumbing, heating and cooling fixtures, permanently attached equipment. Provided, it is expressly agreed that NorthWestern will provide a list of permanently installed or attached fixtures and equipment to be removed from the Real Property within thirty (30) days from the date this Agreement is fully executed by both parties. The items of permanently installed or attached fixtures and equipment on this list are not included with the Real Property being sold pursuant to this Agreement and shall be retained by NorthWestern and removed from the Real Property prior to closing.

   b. *Mineral Rights*. All interest of NorthWestern in any minerals, oil, gas or other hydrocarbons, which are appurtenant to the Real Property, if any.

   c. *Personal Property*. The personal property as identified in Exhibit "A".

Field Code Changed

Field Code Changed

Field Code Changed

Field Code Changed

Field Code Changed

2. Contingencies. The parties agree that this transaction is subject to the contingencies as follows:

   a. *Due Diligence*. The City's obligation to acquire the Property is contingent upon its review and approval of a professional, independent due diligence investigation of all conditions relating to the Property which the City desires to have investigated. If the City's review of such inspection discloses any condition that is unacceptable to the City, the City shall give written notice of said condition to NorthWestern, providing a full copy of the inspection report, on or before ninety (90) days from the date of this Agreement. If the City fails to provide such notice and copy by such date, then this contingency shall be deemed waived by the City. NorthWestern upon receipt of written notice of unacceptable condition shall have five (5) days to advise the City in writing whether it will agree to remedy the noted conditions. If NorthWestern elects to remedy such conditions the transaction shall proceed to closing, however NorthWestern shall have an additional thirty (30) days from the specified closing date to affect the remedy, if necessary. If NorthWestern elects not to remedy such conditions the City's obligation to accept the Property shall be terminated. The City shall be responsible for all costs associated with its due diligence investigations. NorthWestern shall, upon reasonable prior notice, permit the City and those involved in its due diligence investigations reasonable access to the Property. Provided, that such due diligence investigations shall cause no damage to the property, and if it should the City shall indemnify and hold NorthWestern completely harmless from such damage.

   b. *Title Review*. The City's obligation to accept the Property is contingent upon its review and approval of a preliminary title commitment concerning the property. If the City's review of the preliminary title commitment discloses any condition that is unacceptable to the City, not including an interest or easement to be reserved under this Agreement or any encumbrances or liens to be discharged through the closing of the transaction anticipated herein, the City shall give written notice of said condition to NorthWestern on or before forty five (45) days from the date the City receives the preliminary title commitment. If the City fails to provide such notice and copy by such date, then this contingency shall be deemed waived by the City. NorthWestern upon receipt of written notice of unacceptable condition shall have five (5) days to advise the City in writing whether it will agree to remedy the noted conditions. If NorthWestern elects to remedy such conditions the transaction shall proceed to closing, however NorthWestern shall have an additional ten (10) days from the specified closing date to affect the remedy, if necessary. If NorthWestern elects not to remedy such conditions the City's obligation to acquire the Property shall be terminated.

   c. *Final Management Approval.* This transaction is contingent upon NorthWestern management approving the closing of this Agreement up to and including the stated closing date and any extensions thereof.

3. Closing Date. The closing date shall be on or before the ____ day of _____, 2018, unless the parties agree in writing to extend the closing date. The closing shall take place at _____ (the Closing Agent). The parties shall deposit with the Closing Agent all executed documents as necessary to complete the transaction as anticipated by this Agreement.

4. Closing Costs. The City shall pay all costs associated with any inspections obtained by the City; for the recording charges for all deeds, water right transfers, or other documents, other than those to be paid by NorthWestern per this Section; and any commissions or fees charged by any real estate broker or salesperson, attorney, accountant, appraiser or any other professional retained by the City in conjunction with the transaction anticipated herein. NorthWestern agrees to pay for all charges of the Closing Agent related to this transaction; all title insurance premiums and charges, the recording charges associated with the release of any encumbrances or liens to be satisfied by NorthWestern per the terms of this Agreement and commissions or fees charged by any real estate broker or salesperson, attorney, accountant, appraiser or any other professional retained by NorthWestern in conjunction with the transaction anticipated herein and any excise taxes on the transaction.

5. Taxes, Assessments (SID/RSID) and Rents. NorthWestern and the City agree to prorate taxes, special improvement assessments for the current tax year, as well as pre-paid rents, permit fees, water and sewer charges, irrigation assessments, maintenance fees, and any other pre-paid charges concerning the property, as are applicable, as of the date of closing. Provided, as NorthWestern is a centrally, assessed public utility, it will pay the property tax for the current year when it comes due and the City shall pay NorthWestern a prorated credit at closing. If the current year taxes are not known, the City and NorthWestern agree that the previous year's tax assessment or an estimated amount can be used to base the pro-ration.

6. Conveyance. NorthWestern agrees, upon completion of all the terms, as anticipated herein, to execute and deliver to the City a Warranty Deed ("Deed") to the Property, substantially in the form attached hereto as Exhibit “B”. The Deed shall be free of encumbrances, liens and defects except the following:

   a. zoning ordinances, building and use restrictions, reservations in federal patents, easements of record;

   b. other encumbrances, restrictions, and matters of title not objected to by the City, pursuant to the title review contingency; and

   c. interests and/or easements to be reserved as anticipated by this Agreement as shown on Exhibit C.

   It is further understood and the City acknowledges the Property may be subject to a Mortgage and Deed of Trust, as amended, in favor of Bank of New York Mellon (the Mortgage). Following closing NorthWestern agrees to initiate the process to and obtain the release of the Mortgage in the normal course of business. Upon the City’s request,

NorthWestern will provide an Indemnification Agreement indemnifying the City and its title insurer from the effects of the Mortgage.

NorthWestern shall convey the personal property, if any, as is described above, by bill of sale, free and clear of all liens and encumbrances and in their "AS IS" condition without warranty either express or implied. NorthWestern shall convey any interests in leases, permits, allotments, water rights or other property by appropriate transfer documents for the interest at issue.

7. Title Insurance. NorthWestern shall purchase at its expense an American Land Title Association (ALTA) Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form ALTA title insurance commitment) in minimum amount of coverage offered by the company providing the title commitment. The City may, as its option and expense, purchase additional coverages and/or a mineral guarantee. Upon entry into this Agreement by both parties, NorthWestern will order a preliminary commitment for title insurance.

8. Possession and Risk of Loss. NorthWestern shall deliver possession and occupancy to the City upon the closing date, after all monies are received and documents delivered. All loss or damage to any of the property, subject of this Agreement, by any cause is assumed by NorthWestern through the time of closing unless otherwise specified.

9. Disclosures.

   a. General Disclosure. NorthWestern has informed the City that NorthWestern's use of the property consisted of the following:

      (insert description)

      The City acknowledges that it has examined the property which is subject of this Agreement. The City acknowledges that it enters into this Agreement in full reliance upon such examination, upon inspections conducted by the professional inspectors of its choice and upon its own judgment. The City acknowledges that it is not relying any representations of the NorthWestern or its agents, other than as expressly set out in this Agreement. Prior verbal representations by the NorthWestern or its agents, if any, do not modify or affect this Agreement. The City understands that it is purchasing the Property, subject of this Agreement "AS IS" without any warranty or representation as to its condition, unless expressly stated in this Agreement.

   b. Megan's Law. In accordance with Title 46, Chapter 23, Part 5 of the Montana Code Annotated certain individuals are required to register their address with local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. You may obtain information on these registrations by contacting the local county sheriff's office, the Montana Department of Justice in Helena, Montana and probation officers assigned to your area. The real estate broker or salesperson, identified above does not have actual knowledge of sexual or violent offender registration information that pertains to the property that is the subject of this Agreement.

c. Noxious Weeds. NorthWestern hereby notifies the City that noxious weeds exist or may exist on the property that is the subject of this Agreement. NorthWestern further notifies the City that it is unlawful for any person to permit any noxious weed to propagate or go to seed on the person's land, except that any person who adheres to the noxious weed management program of the person's weed management district or who has entered into and is in compliance with a noxious weed management agreement is considered to be in compliance with the law.

d. Water Right Ownership Update Disclosure. By Montana law, failure of the parties at closing or transfer of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.

e. Agency. The NorthWestern and the City understand that John Patrick Asay is licensed as real estate broker in the State of Montana, an employee of NorthWestern and has been serving solely as its Seller's Agent.

f. Radon. NorthWestern makes the following disclosure:

RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT.

NorthWestern hereby advises the City that radon testing has not been conducted on the property. NorthWestern further advises the City that NorthWestern is not aware radon mitigation or treatment having been conducted upon the Property. If radon testing has been conducted on the property, NorthWestern has previously provided or with this Disclosure provides the City a copy of the results of that test (if they are available) and evidence of any subsequent mitigation or treatment. The City acknowledges receipt of the foregoing and agrees to accept the Property in its "AS IS" condition, in regard to Radon Gas.

g. Mold. There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold

may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease. The Seller hereby discloses that it aware that the building or buildings on the property likely have mold present in them. By disclosing the presence of mold, the Seller is neither representing that toxic mold or a significant mold problem exists or does not exist on the property. The only reliable way to determine if toxic mold or a significant mold problem exists is by having the property tested by a qualified inspector. Rather, by disclosing the presence of mold, the undersigned recognize that inhabitable properties cannot be constructed to exclude mold, or to exclude moisture, and as a result all inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus, mildew or spores). If Seller knows a building located on the property has been tested for mold, Seller has previously provided or with this Disclosure provides the Buyer a copy of the results of that test (if they are available) and evidence of any subsequent mitigation or treatment. Buyer acknowledges receipt of the foregoing and agrees to accept the Property in its "AS IS" condition.

10. Entire Agreement and Modifications. This Agreement supersedes all prior agreements, contracts and understandings between the parties. It may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

11. Time. Time is of the essence in this Agreement and all clauses herein. Provided, that in the event an act is required to occur upon a Saturday, Sunday or Legal Holiday that said act may be performed on the next business day.

12. Assignment. This Agreement is binding upon the parties, their respective heirs, successors, and assigns.

13. Remedies.

    a. The City's Remedies. If NorthWestern refuses or neglects to consummate the transaction within the time period provided in this Agreement, the City may demand that NorthWestern specifically perform NorthWestern's obligations under this Agreement, or

demand monetary damages from NorthWestern for NorthWestern's failure to perform the terms of this Agreement.

b. NorthWestern's Remedies. If the City refuses or neglects to consummate the transaction within the time period provided in this Agreement, NorthWestern may demand that the City specifically perform the City's obligations under this Agreement, or demand that the City pay monetary damages for the City's failure to perform the terms of this Agreement.

14. Controlling Law. This Agreement shall be interpreted under the laws of the State of Montana.

15. Interpretation. This Agreement has been reviewed by both parties, each of whom has had the opportunity to consult with independent counsel regarding it and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.

16. Attorney's Fees. In the event either party finds it necessary to employ counsel in order to enforce, rescind or interpret any term or provision of this Agreement, including any proceeding in bankruptcy, before any officer or judge of the U.S. Bankruptcy Court or any proceeding pertaining thereto, the prevailing party shall be entitled to recover from the other party in addition to costs and disbursements allowed by law, the prevailing party's reasonable attorneys fees. Attorneys fees shall include any attorneys services rendered prior to the institution of litigation or proceedings in bankruptcy and include all matters pertaining to litigation, or proceedings in bankruptcy as may be necessarily incurred in such proceedings and shall include an estimate of the attorneys' fees to be incurred by the prevailing party following any initial decision or judgment entered in connection with that matter.

17. Certification. Each party hereto represents that he or she is eighteen (18) years of age or older, of sound mind, and legally entitled at this time to transfer or receive title to the Property. If any party to this Agreement is a corporation, limited liability company, partnership or another non-human entity, the person signing on its behalf represents that he or she is duly authorized to enter this Agreement on behalf of such entity.

18. Facsimile and Counterparts. The parties agree that a facsimile copy, which contains the parties' respective signatures, shall be considered an original. Further, this Agreement may be executed in counterparts, each of which when taken together shall constitute a fully executed Agreement.

The City of Livingston Montana, a Municipal Corporation	NorthWestern Corporation a Delaware Corporation d/b/a NorthWestern Energy
By:_____ Its: _____	By:_____ Its: _____

EXHIBIT "A"
(Listing of Personal Property Included)

Exhibit "B"

After Recording, Return To:
NorthWestern Energy
Lands & Permitting Dept
11 E. Park Street
Butte, MT 59701-1711

WARRANTY DEED

FOR VALUE RECEIVED,

Grantor: NORTHWESTERN CORPORATION
a Delaware Corporation
d/b/a NorthWestern Energy
11 E. Park Street
Butte, MT 59701-1711

does hereby grant, bargain, sell and convey unto:

Grantee: THE CITY OF LIVINGSTON MONTANA
a Municipal Corporation
_____ Livingston, Montana 59047

Its successors, and assigns, the following described premises, in Blaine County, Montana, to-wit:

Lots 7 and 8, of Block 54 of the Original Townsite of the City of Livingston, Montana, according to the official plat on file and of record in the office of the Clerk and Recorder of Park County, Montana

[Legal description may be modified to reflect legal description in Preliminary Title Commitment]

Reserving to the Grantor

SUBJECT TO THE FOLLOWING:

a. zoning ordinances, building and use restrictions, reservations in federal patents, easements of record;
b. [Include easements, encumbrances and matters identified from Preliminary Title Commitment], and
c. Taxes and assessments for 2018 and subsequent years.

TO HAVE AND TO HOLD the said premises, with its appurtenances and easements apparent or of record, unto the said Grantee, its successors and assigns, forever. The Grantor covenants with the Grantee that the former is now seized in fee simple of the property granted; that the Grantee shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances; that the Grantor and all persons acquiring any interest in the same through or for it will, on demand, execute and deliver to the Grantee, at the expense of the latter, any further assurance of the same that may be reasonably required; and that the Grantor will warrant to the Grantee all the said property against every person lawfully claiming the same.

DATED this _____ day of _____, 20__.

NorthWestern Corporation
a Delaware Corporation
d/b/a NorthWestern Energy

By:_____
Its: _____

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2018, by NorthWestern Corporation, a Delaware Corporation d/b/a NorthWestern Energy.

Notary Seal

Notary Signature:_____
Printed Name: _____
Notary Public for the State of _____
Residing at _____
My Commission Expires _____,20____

Exhibit C – NWE Reserved Rights

(1) Easement for Communication Equipment
(2) Other - TBD

Formatted: Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Backup material for agenda item:

A. **DISCUSS/APPROVE/DENY - Request for fee waiver from Livingston Food Resource Center**

June 19, 2018

To: Livingston City Commission

From: Michael McCormick, Executive Director, Livingston Food Resource Center

The Livingston Food Resource Center, a 502 (c) 3, tax exempt, public charity, is asking for a fee waiver for a building permit. The permit is necessary for the construction of walk in cooler and freezer space on the south side of the Center's existing building located at W. Lewis St and S. 2nd St.

Backup material for agenda item:

B. DISCUSS/APPROVE/DENY - Request for street vacation at 500 block of North D. Street

Michael Kardoes
City Manager
citymanager@livingstonmontana.org
(406) 823-6000 Phone

City of Livingston

June 1, 2018

MEMORANDUM

TO: City Manager

FROM: Development Review Committee

SUBJECT: Street Vacation; 500 Block North D Street

Mr. Kardoes,

At their meeting on May 29, 2018 the DRC reviewed the request by Mr. Hoover, to vacate the portion of D Street south of Montana Street to the "T" alley. D Street has already been vacated from the "T" alley south to Gallatin Street. The street has never been developed in this location due to the steep slope and the need for a ditch crossing.

The DRC recommends approval of this street vacation.

APPLICATION FOR STREET/ALLEY VACATION*

1. Applicant's Name: KATHRINE AND KELVIN HOOVER
2. Applicant's Address: 320 E MONTANA ST
   LIVINGSTON, MT 59047
3. Applicant's Telephone Number: 406 220 2143
4. Description of street/alley requested for vacation:
   "D" ST BETWEEN MONTANA AND GALLATIN - (Actually to the alley that runs between "D" and "E" as it is already abandoned from the alley to GALLATIN)
5. Attach map/diagram of proposed vacation with the following:
   a. location in city
   b. the street/alley proposed for vacation
   c. applicant's property
   d. abutting property owners
   e. utilities; and
   f. adjacent buildings/fixtures
6. Attach names and addresses of all landowners adjacent to the street/alley being sought to be vacated.
7. Is the Street/Alley improved? (circle appropriate response):

   Yes (No)

8. Attach statements from utility companies indicating whether they consent, consent with conditions and stating conditions or object to proposed vacation.
9. Attach title report showing all ownership interests and easements in property abutting the proposed vacation.
10. A nonrefundable Application Fee for street/alley vacation in the amount of $ 225.00 must accompany the application.

***NOTE: A. Submission of Application for street/alley vacation with appropriate fees in no way obligates the City to vacate said street or alley; the City Council will ultimately decide whether the street/alley vacation can be done without detriment to the public interest.**

B. The City reserves the right to maintain a strip of land in the vacated street or alley for purposes of a public thoroughfare.

Application For Street Vacation

May 11, 2018

Kathrine and Kelvin Hoover
320 E Montana St
Livingston, MT 59047
406 220 2143
kkhoover@aol.com

To Whom It May Concern,

We are requesting the **city vacate N. "D" St between E. Montana St and E. Gallatin St.** The section from E. Gallatin north to the alley has actually already been vacated according to city records so we're actually only requesting the remainder from the alley north to E Montana St.

The hill makes it seemingly impossible to ever utilize a road through this section.

Our long range plan is to work with the city to develop the lots between N. D St and N. E St that we also currently own. Kathrine and Kelvin Hoover have title to lots 13 – 22 of Block 24 of Original Townsite on which our house sits. Kathrine holds title with her Mother, Anna Jean Miller, to lots 16 – 29 of Block 23 of Original Townsite.

With the vacation of N. D St we may be able to build one more house up on the hill and then develop the rest of block 23 utilizing N. E St as the access point.

We are currently working with **Stahly Engineering** for the initial process for land use.

Property Owners Abutting This Section:

1. Kathrine and Kelvin Hoover – Lots 13 – 22 of Block 24 Original Townsite
   320 E Montana St, Livingston, MT 59047

2. Kathrine Hoover and Anna Jean Miller – Lots 23 – 29 of Block 23 Original Townsite
   Anna Jean Miller – 508 N. B St, Livingston, MT 59047

3. Misty E Raney – Lots 30 – 32 and 13 – 15 of Block 23 Original Townsite
   515 N. E St, Livingston, MT 59047

Find Attached:

1. City Map of area with dwellings of abutting property drawn in and those who hold title to these lots.
2. Montana Catastral Map and Topo Map
3. Google Maps showing the area where N D St would be located.
4. Utility consent to abandon this section of N. D St

NorthWestern Energy
Delivering a Bright Future

Kelvin Hoover
320 E. Montana Street
Livingston, MT 59047

May 1, 2018

RE: Vacation of N. D St., section between E. Montana St. to E. Gallatin St.

Dear Kelvin,

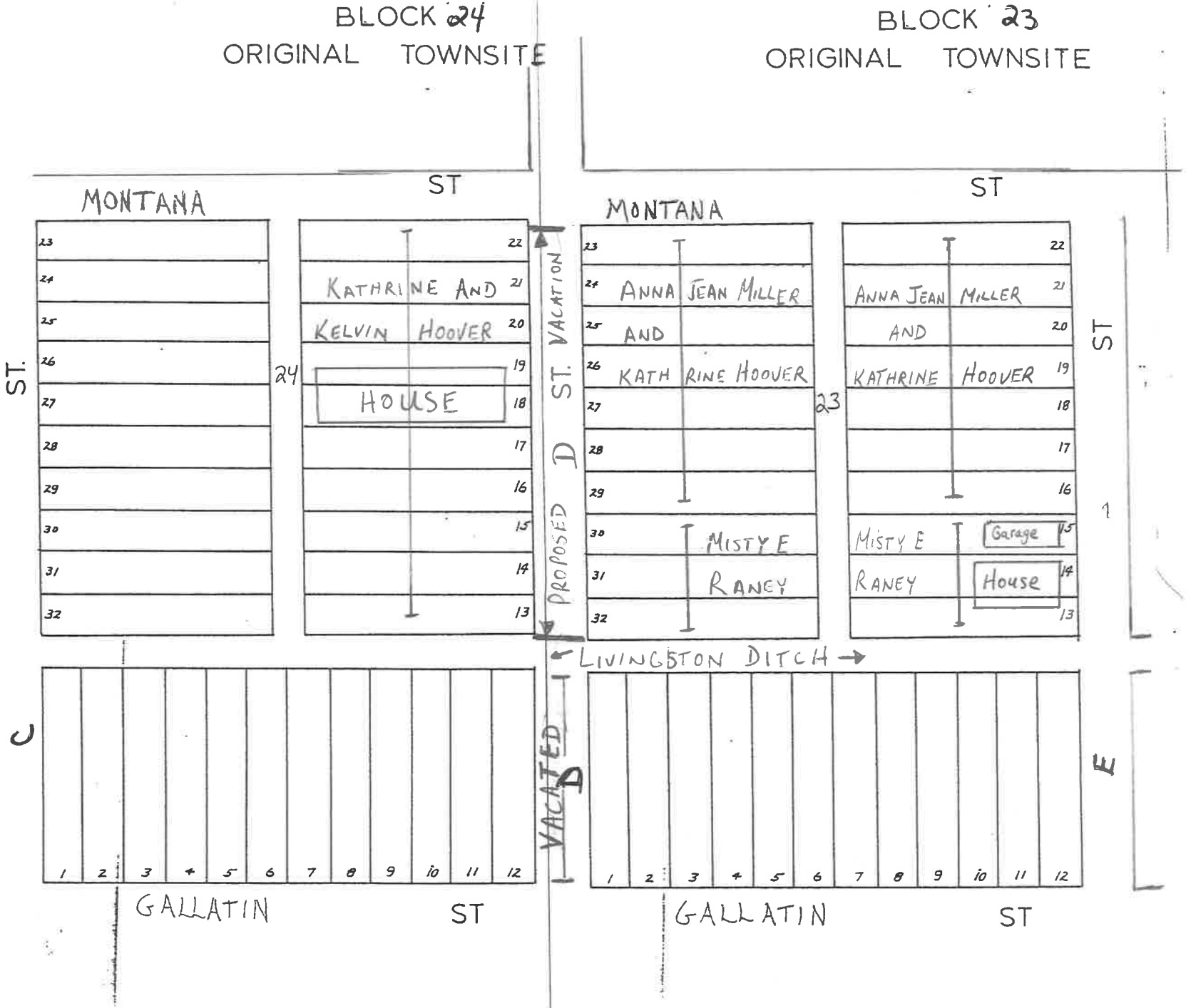
NortWestern Energy does not currently have any electrical or gas facilities in the section of N. D St. between E. Montana St. and E. Gallatin St. For this reason, NorthWestern Energy is not opposed to the vacation of this section of N. D St. Please note, that if any future customers would like electrical or gas service in this area of N. D St., easements would need to be provided at that time.

Please let me know if you have any questions or require any further information.

Sincerely,

Matt Fettig, P.E.
Livingston District Manager

224 S. B Street
Livingston, MT 59047


BLOCK 24
ORIGINAL TOWNSITE
BLOCK 23
ORIGINAL TOWNSITE
MONTANA ST
MONTANA ST
ST.
24
KATHRINE AND
KELVIN HOOVER
HOUSE
PROPOSED D ST. VACATION
23
ANNA JEAN MILLER
AND
KATHRINE HOOVER
MISTY E
RANEY
ANNA JEAN MILLER
AND
KATHRINE HOOVER
MISTY E
RANEY
Garage
House
ST
LIVINGSTON DITCH
C
VACATED A
E
GALLATIN ST
GALLATIN ST

207


11
12
PARK
2S 9E
14
13
Water Tower Ave
High Ground Ave
Ridgeway Dr
Blue Heron Dr
E Reservoir St
W Reservoir St
N D St
N C St
N B St
E Montana St
N E St
N F St
N G St
N H St
E N I St
E Montana St
N K St
E Gallatin St
W Summit St
N Main St
E Montana St
N 2nd St
N Yellowstone St
W Montana St
N 3rd St
N 5th St
W Gallatin St
E Gallatin St
N C St
N B St
East Chinook St
N Main St
89S
N F St
S F St
N E St
N D St

Google Maps

208

Imagery ©2018 Google, Map data ©2018 Google 100 ft

Our house on E. Montana + N D St.

Google Maps 520 E Montana St

Our house at Montana + D St.

Image capture: Aug 2012 © 2018 Google

Livingston, Montana

Google, Inc.

Street View - Aug 2012

This is on N. E St looking West toward N. D St showing the hill beginning to drop off.

Google Maps 405 E Gallatin St

Our house 320 E. Montana St.

Image capture: Aug 2012 © 2018 Google

Livingston, Montana

Google, Inc.

Street View - Aug 2012

This is E. Gallatin approximately where "D" St is currently vacated looking North up the hill with a little view of our house

Google Maps 325 E Gallatin St

Tip of our house at Montana + D St.

Image capture: Aug 2012 © 2018 Google

Livingston, Montana

Google, Inc.

Street View - Aug 2012

This shows corner of C St + E. Gallatin looking North up the hill.

Google Maps 637 E Montana St

320 E. Montana St

Image capture: Aug 2012 © 2018 Google

Livingston, Montana

Google, Inc.

Street View - Aug 2012

Corner of N. D St + E. Montana looking South where D St would go over the hill.