



# Livingston City Commission Agenda

October 17, 2017

6:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Consent Items

A. CONSENT - Approve minutes from regular 10.3.17 meeting Page 4

B. CONSENT - Approve Bills and Claims Page 8

6. Proclamations

7. Scheduled Public Comment

A. SCHEDULED PUBLIC COMMENT - Scott Buecker and Brian Viall from AE2S with update regarding Livingston Water Reclamation Facility (WRF) upgrade

8. Public Hearings

9. Ordinances

A. ORDINANCE NO. 2066 - AN ORDINANCE OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE NO. 2036 AND CHAPTER 9, ARTICLE IV OF THE LIVINGSTON MUNICIPAL CODE ENTITLED "PARKING, STOPPING, AND STANDING" AND SPECIFICALLY SECTION 9-243 BY ESTABLISHING TWO RESERVED PARKING SPACES FOR THE "WINDRIDER" BUS SERVICE AND PROVIDING FOR A PENALTY FOR VIOLATION. Page 23

10. Resolutions

11. Action Items

A. DISCUSS/APPROVE/DENY - Ron Nemitz and Heather McMilin requesting a fee waiver on behalf of Livingston Memorial Hospital Adaptive Reuse project Page 34

B. DISCUSS/APPROVE/DENY - Funding for Missouri River Task Force officer

C. DISCUSS/APPROVE/DENY - Approve Charter Franchise Agreement Page 37

12. City Manager Comment

13. City Commission Comments

14. Public Comments

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

15. Adjournment

**Calendar of Events**

October 16, 2017 - 7:00 p.m. - Candidate's Forum for City Judge and City Commission, Community Room, City/County Complex

October 17, 2017 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex

October 18, 2017 - 4:00 p.m. - Livingston - Park County Library Board regular meeting, Library meeting room, 228 West Callender Street

October 18, 2017 - 5:30 p.m. Planning Board regular meeting, Community Room, City/County Complex

October 24, 2017 - 5:30 p.m. - City Commission performance evaluation of City Manager

October 25, 2017 - 1:30 p.m. - Transportation Coordination Committee, Community Room, City/County Complex

October 25, 2017 - 6:00 p.m. - Parks and Trails Committee regular meeting, Civic Center meeting room

October 30, 2017 - 5:30 p.m. - City Commission/ Urban Renewal Agency joint meeting, Community Room, City/County Complex

November 5, 2017 - Day Light Savings Time ends

November 7, 2017 - 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 10.3.17 meeting

Livingston City Commission Meeting

October 3, 2017

6:30 PM

City-County Complex

**1. Call to Order**

**2. Roll Call**

- Bennett, Hoglund, Friedman, Schwarz and Sandberg were present.

**3. Moment of Silence**

**4. Pledge of Allegiance**

**5. Consent Items (00:03:08)**

**A. CONSENT - Approve minutes from regular 9.19.17 commission meeting**

**B. CONSENT - Approve Bills and Claims**

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

**6. Proclamations**

**A. Proclamation - Keeping the Lights on After School - LINKS for Learning (00:03:48)**

**7. Scheduled Public Comment**

**A. Scheduled Public Comment – Terri Hartly and Margy Dorr, from Links for Learning regarding Lights On for After School (00:06:18)**

**8. Public Hearings**

**A. RESOLUTION NO. 4760 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR FISCAL YEAR 2016-2017, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$1,016,950 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$608, 550. (00:11:51)**

- Friedman made a motion to pass Resolution No. 4760. Schwarz seconded.
  - All in favor, motion passed 5-0.

**9. Ordinances**

**10. Resolutions**

**A. RESOLUTION NO. 4759 - RESOLUTION RELATING TO UP TO \$5,000,000 SEWER IMPROVEMENT REVENUE BOND ANTICIPATION NOTE (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), SERIES 2017; AUTHORIZING THE ISSUANCE THEREOF AND FIXING THE TERMS AND CONDITIONS OF THE BOND ANTICIPATION NOTE.** (00:14:14)

- Schwarz made a motion to pass Resolution No. 4759. Friedman seconded.
  - All in favor, motion passed 5-0.

**11. Action Items**

**A. DISCUSS/APPROVE/DENY - Windrider Transit Bus request for designated bus stops** (00:17:45)

- Schwarz made a motion to approve two designated bus stops for the Windrider Transit Bus on Callender Street and Lewis Street, per Action Item A. Hoglund seconded.
  - All in favor, motion passed 5-0.

**B. DISCUSS/APPROVE/DENY - HuffPost Road Trip stop in Livingston, MT and possible discussion topics of interest** (00:30:55)

- Margot Kidder made comments (00:33:53)
- Leslie Feigel made comments (00:35:35)
- Laura McCarthy-Cota made comments (00:41:44)

**C. DISCUSS/APPROVE/DENY - Transportation Study Update** (00:45:25)

- Jack Luther made comments (00:51:00)
- Leslie Feigel made comments (00:53:23)
- Keith Waring and Robert Marvin made comments (00:58:23)
- Hoglund made a motion to accept the Transportation Study Update Report. Friedman seconded.
  - All in favor, motion passed 5-0, Transportation Study Update Report accepted.
- Schwarz made a motion to direct the Administration to investigate costs related to converting Main Street into a one way and allowing angled parking as laid out in the Transportation Study Update. Hoglund seconded.
  - All in favor, motion passed 5-0.

**12. City Manager Comment (01:44:20)****13. City Commission Comments**

- Sandberg made comments (01:46:10)
- Schwarz made comments (01:49:17)
- Friedman made comments. (01:51:15)
- Hoglund made comments. (01:52:09)
- Bennett made comments. (01:54:44)

**14. Public Comments**

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

- Leslie Feigel made comments. (01:58:16)
- Margot Kidder made comments. (01:59:59)
- Liz Kearney made comments. (02:03:46)

**15. Adjournment (8:35 PM)**

**Backup material for agenda item:**

- B. CONSENT - Approve Bills and Claims

Operating Cash  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period ( 9/17) ****									
33475		272 PARK COUNTY		592.80					
	1441	08/07/17 Fingerprint reader 33%		395.20			2300 132 420160	940	101000
	1441	08/07/17 Fingerprint reader 33%		197.60			1000 107 411100	368	101000
33794		999999 DAVIS, WILLIAM		261.11					
	DAVWI000	09/27/17 Refund Ambulance Overpayment		261.11			5510 343000		101000
33795		1838 ASPHALT ZIPPER, INC.		1,987.35					
	38011	09/18/17 Parts		1,987.35			2500 151 430240	232	101000
33796		23 CARQUEST AUTO PARTS		119.88					
	1912391413	09/28/17 Ant 401		119.88*			1000 123 411700	236	101000
33797		424 ENERGY LABORATORIES, INC.		404.00					
	108342	09/26/17 Yellowstone River		102.00			5310 503 430640	355	101000
	108360	09/26/17 Effluent Comp.		302.00			5310 503 430640	355	101000
33798		3298 EXEC U CARE SERVICES, INC.		400.00					
	1362	09/28/17 PW Cleaning		66.66			5210 502 430510	224	101000
	1362	09/28/17 PW Cleaning		66.66			5310 503 430610	224	101000
	1362	09/28/17 PW Cleaning		66.67			5410 504 430820	224	101000
	1362	09/28/17 PW Cleaning		66.67			2500 151 430220	224	101000
	1362	09/28/17 PW Cleaning		66.67			1000 155 430100	224	101000
	1362	09/28/17 PW Cleaning		66.67			1000 106 411030	220	101000
33799		102 INDUSTRIAL TOWEL		66.67					
	26888	08/11/17 Mat cleaning		8.56			1000 106 411030	200	101000
	26888	08/11/17 Mat cleaning		8.55			2500 151 430220	224	101000
	26888	08/11/17 Mat cleaning		8.56			5210 502 430510	224	101000
	26888	08/11/17 Mat cleaning - WWTP Slate		32.45			5310 503 430610	224	101000
	26888	08/11/17 Mat cleaning		8.55			5410 504 430820	220	101000
33800		776 KENYON NOBLE		73.80					
	6208908	09/26/17 Concrete		73.80			2820 210 430240	412	101000
33801		2863 KIMBALL MIDWEST		283.69					
	5794988	08/15/17 Parts		283.69			2500 151 430240	231	101000
33802		2904 FISHER SAND AND GRAVEL		797.36					
	47592	09/16/17 Rock 3/4 crushed		797.36			5210 502 430515	231	101000



10/11/17  
09:40:46

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 10/17

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Report ID: AP100

Operating Cash  
\* ... Over spent expenditure

Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33803	26 LIVINGSTON ACE HARDWARE - B10325 09/25/17 Coupling and conduit	6.15 6.15			2400 420100	231	101000
33804	112 MONTANA RAIL LINK	1,168.00					
	441512 08/01/17 660286 608' long 12" sewer pip	100.00			5310 503 430610	535	101000
	441651 08/01/17 96713 sewer pipe xing	100.00			5310 503 430610	535	101000
	441321 08/01/17 88742 538' long sewer pipe	100.00			5310 503 430610	535	101000
	441820 08/01/17 600224 U/G Waterline	100.00			5210 502 430510	535	101000
	441819 08/01/17 600223 water pipeline xing	100.00			5210 502 430510	535	101000
	441815 08/01/17 600129 12" water pipeline	100.00			5210 502 430510	535	101000
	441812 08/01/17 600065 long w.pipeline w2xings	100.00			5210 502 430510	535	101000
	441812 08/01/17 600065 long w.pipeline w2xings	368.00			5210 502 430510	535	101000
	441812 08/01/17 600065 long w.pipeline w2xings	100.00			5210 502 430510	535	101000
33805	3688 MURDOCH'S RANCH & HOME SUPPLY	19.99					
	00433 09/25/17 Heater for Fleshman creek L.S.	19.99			5310 503 430625	231	101000
33806	64 NEWMAN TRAFFIC SIGNS	279.34					
	0314255 09/22/17 Sign	279.34			2820 210 430240	241	101000
33807	2356 RED TIGER DRILLING, INC	2,737.10					
	9655 09/21/17 Pump repair	2,737.10			5210 502 430515	361	101000
33808	1017 STORY	561.77					
	78081 09/26/17 Diesel Fuel 238g	540.97*			1000 123 411700	236	101000
	78081 09/26/17 Additive 26 oz	20.80*			1000 123 411700	236	101000
33809	2432 XYLEM DEWATING SOLUTION, INC.	6,920.55					
	400733627 08/29/17 Repaired Flygt pump	829.20			5310 503 430625	361	101000
	400733628 08/29/17 Repaired Flygt pump	829.20			5310 503 430625	361	101000
	400727418 08/08/17 New flygt 3085	5,262.15			5310 503 430630	960	101000
33810	1245 BERG EXCAVATION	283.64					
	2279 09/15/17 Installed rollers and cable	283.64			5410 504 430830	361	101000
33812	879 VERIZON WIRELESS	2,074.95					
	6948 09/20/17 Water Cell	65.20			5310 503 430620	347	101000
	0836 09/20/17 Water Cell	22.97			5210 502 430515	347	101000
	2470 09/20/17 Solid Waste truck	0.00			5410 504 430820	347	101000
	2471 09/20/17 Solid Waste truck	13.23			5410 504 430820	347	101000
	0340 09/20/17 EMS	107.41*			5510 142 420730	347	101000
	0168 09/20/17 EMS	13.23*			5510 142 420730	347	101000
	0167 09/20/17 EMS	48.95*			5510 142 420730	347	101000
	0169 09/20/17 EMS	13.23*			5510 142 420730	347	101000

10/11/17  
09:40:46

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 10/17

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Report ID: AP100

Operating Cash  
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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
	2114	09/20/17	Fire		174.82		1000	141	420400	347		101000
	0542	09/20/17	Fire		50.61		1000	141	420400	347		101000
	3850	09/20/17	Fire		42.52		1000	141	420400	347		101000
	8483	09/20/17	Planning		13.23		1000	106	411030	347		101000
	0712	09/20/17	Dispatch		23.39		2300	132	420160	220		101000
	7702	09/20/17	Centery		13.23		1000	155	430950	347		101000
	6974	09/20/17	Roaming crew - Jones		22.97		1000	155	430950	347		101000
	1469	09/20/17	Water Cell		58.62		5210	502	430515	347		101000
	1472	09/20/17	Water Cell		11.44		5210	502	430515	347		101000
	9101	09/20/17	Water Cell 1/2		30.48		5210	502	430515	347		101000
	9101	09/20/17	Sewer Cell 1/2		30.48		5310	503	430620	347		101000
	7857	09/20/17	Sewer Cell		24.43		5310	503	430620	347		101000
	1470	09/20/17	Sewer Cell		19.58		5310	503	430620	347		101000
	2195	09/20/17	Roaming		80.74		1000	155	430950	347		101000
	6891	09/20/17	Water 1/2		0.00		5210	502	430515	347		101000
	6891	09/20/17	Sewer 1/2		0.00		5310	503	430620	347		101000
	6565	09/20/17	Water 1/2		42.80		5210	502	430515	347		101000
	6565	09/20/17	Sewer 1/2		42.81		5310	503	430620	347		101000
	1359	09/20/17	Parks		22.97		1000	155	430950	347		101000
	1823	09/20/17	Street		13.83		2500	151	430220	347		101000
	2197	09/20/17	Animal Control		64.45		1000	154	440640	347		101000
	2196	09/20/17	Street		79.40		2500	151	430220	347		101000
	823-9008	09/20/17	Code Enforcement		22.97		1000	143	420403	347		101000
	7258	09/20/17	Building dept		14.30		1000	143	420403	347		101000
	0813	09/20/17	Building dept		0.00		1000	143	420403	347		101000
	1308	09/20/17	Central		51.47		1000	122	411300	347		101000
	7422	09/20/17	Central		78.85		1000	122	411300	347		101000
	222-8155	09/20/17	Rec. dept		67.12		1000	109	460449	347		101000
	0808	09/20/17	Rec. dept		0.00		1000	109	460449	347		101000
	223-1616	09/20/17	ATS		38.73		1000	109	460449	347		101000
	223-2233	09/20/17	ATS		62.79		1000	109	460449	347		101000
	823-9870	09/20/17	ATS		42.90		1000	109	460449	347		101000
	224-2053	09/20/17	Fire Chief		79.96		1000	141	420400	347		101000
	224.8678	09/20/17	Medic 2		33.48*		5510	142	420730	347		101000
	823-9928	09/20/17	Fire & Recuse		42.52		1000	141	420400	347		101000
	823-9929	09/20/17	Fire & Recuse		42.52		1000	141	420400	347		101000
	223-8255	09/20/17	Fire & Recuse		42.52		1000	141	420400	347		101000
	223-8268	09/20/17	Public works eng		32.10		5210	502	430515	347		101000
	223-8268	09/20/17	Public works eng		32.10		5310	503	430620	347		101000
	224-2470	09/20/17	Transfer Station		15.78		5410	504	430820	347		101000
	223-6314	09/20/17	Scale House		22.97		5410	504	430820	347		101000
	224-0509	09/20/17	Transfer station - Van		59.25		5410	504	430820	347		101000
	5022	09/20/17	WWTP		46.63		5310	503	430620	347		101000
	8119	09/20/17	WWTP - pager		22.97		5310	503	430620	347		101000
	5246	09/20/17	Tom's I-Pad		42.52		5210	502	430515	347		101000

10/11/17  
09:40:46

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 10/17

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Report ID: AP100

Operating Cash  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	823-9535	09/20/17	City Pool	33.48			1000 109 460449	347	101000
33814		3298 EXEC U CARE SERVICES, INC.		1,119.42					
	1361	09/28/17	September Janitorial Services	1,119.42			1000 121 411230	364	101000
33815		958 HARRINGTON, KEVIN		42.91					
	290917	09/29/17	Flex Reimbursement	42.91			7910 212970		101000
33816		2958 NEOFUNDS BY NEOPOST USA, INC		1,097.96					
	11386275	09/20/17	Postage	365.99*			5210 502 430570	213	101000
	11386275	09/20/17	Postage	365.99			5310 503 430670	213	101000
	11386275	09/20/17	Postage	365.98			5410 504 430870	213	101000
33817		999999 KADE MILLER		70.03					
	260917	09/26/17	Overpayment account 0001202990	70.03			5210 343021		101000
33818		999999 SHELLIE ELLIOTT		13.04					
	92617	09/26/17	Overpayment account 0001101413	13.04			5210 343021		101000
33819		999999 ANGELICA CONNELLY		95.43					
	5013804	09/26/17	Overpayment account 000501380	95.43			5210 343021		101000
33820		2662 BOUND TREE MEDICAL, LLC		3.68					
	82635660	09/26/17	Pt Supplies	3.68			5510 142 420730	235	101000
33821		1550 MALCOTT, EILEEN		28.00					
	17-18	09/29/17	Bank/Court Errands 14x2.0	28.00			1000 104 410550	130	101000
33822		146 LIVINGSTON ENTERPRISE		91.50					
	138052	08/28/17	PH 405&407 South 8th St.	42.00			1000 101 410130	331	101000
	138790	09/22/17	Urban Future Expeditures	49.50*			2310 470300	331	101000
33823		2662 BOUND TREE MEDICAL, LLC		26.97					
	82626699	09/18/17	Pt Supplies	26.97			5510 142 420730	235	101000
33824		2662 BOUND TREE MEDICAL, LLC		9.60					
	82632755	09/22/17	Pt Supplies	9.60			5510 142 420730	235	101000
33825		1396 WESTERN DRUG		65.39					
	145411	09/19/17	Pt Supplies	65.39			5510 142 420730	235	101000

10/11/17  
09:40:46

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 10/17

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Report ID: AP100

Operating Cash  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33827		54 GATEWAY OFFICE SUPPLY		87.00					
	398	09/19/17 Office Supplies		87.00*			5510 142 420730	210	101000
33828		14 SHOPKO STORES, LLC		19.99					
	031770010	09/13/17 Station Supplies		19.99*			5510 142 420730	220	101000
33829		26 LIVINGSTON ACE HARDWARE -		3.99					
	B03513	09/13/17 Propane Torch		3.99			1000 141 420400	380	101000
33831		3449 LEAF		27.60					
	7743535	09/21/17 Kyocera Copier		27.60			2300 132 420160	220	101000
33832		2 A-1 MUFFLER, INC.		320.00					
	62951	09/29/17 Replaced rear and wheel cylind		320.00			2500 151 430240	362	101000
33833		2671 COMDATA		2,837.64					
	20276758	10/01/17 Building		105.45			1000 143 420403	236	101000
	20276758	10/01/17 Water		887.94			5210 502 430515	236	101000
	20276758	10/01/17 Sewer		416.20			5310 503 430625	236	101000
	20276758	10/01/17 Parks		660.66			1000 155 430950	236	101000
	20276758	10/01/17 Streets		532.93			2500 151 430240	236	101000
	20276758	10/01/17 Solid Waste		130.06			5410 504 430830	236	101000
	20276758	10/01/17 Code enforcement		104.40			1000 154 440640	236	101000
33834		2863 KIMBALL MIDWEST		180.64					
	5796670	08/16/17 Wrench		67.74			2500 151 430240	232	101000
	5877458	09/26/17 Mediciations		56.45			5210 502 430515	231	101000
	5877458	09/26/17 Mediciations		56.45			5310 503 430625	231	101000
33835		3016 MT WATERWORKS		225.00					
	24340	09/29/17 Hydrant and water parts		225.00			5210 502 430515	231	101000
33836		3688 MURDOCH'S RANCH & HOME SUPPLY		129.99					
	00446	10/02/17 Top hip		129.99			5210 502 430515	231	101000
33837		12 NORMONT EQUIPMENT		1,637.70					
	15846	09/26/17 Emulsion		1,637.70			2820 210 430240	471	101000
33845		151 NORTHWESTERN ENERGY		3,715.96					
	0708370-2	09/14/17 8th and Park Sprinklers		6.47			1000 155 430950	341	101000
	0719373-3	09/14/17 229 River Dr.		12.69			1000 155 430950	341	101000
	0720113-0	09/11/17 229 River Dr. - CC Building		95.31			1000 155 430950	341	101000
	0709880-9	09/11/17 200 River Dr. - Pool		3,051.95			1000 155 460445	341	101000
	0709881-7	09/11/17 229 River Dr. - Civic Cente		549.54			1000 155 460442	341	101000

10/11/17  
09:40:46

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 10/17

Page: 6 of 13  
Report ID: AP100

Operating Cash  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33846			151 NORTHWESTERN ENERGY	5,768.64					
	0709877-5	09/08/17	200 E Reservoir	1,281.05			5210 502 430515	341	101000
	0719271-9	09/11/17	601 Robin LN Well	2,015.98			5210 502 430515	341	101000
	0719272-7	09/11/17	4 Billman LN Well	2,421.78			5210 502 430515	341	101000
	0709882-5	09/14/17	229 River Dr. Pmp Civic Cen	49.83			5210 502 430515	341	101000
33847			151 NORTHWESTERN ENERGY	4,006.45					
	0719358-4	09/15/17	Street Lights	3,879.36			2400 420100	340	101000
	0720122-1	09/14/17	400 north M	12.76			2400 420100	340	101000
	0802599-1`	09/14/17	608 W Chinook	49.63			2400 420100	340	101000
	0933715-5	09/14/17	710 W Callender	53.00			2400 420100	340	101000
	2023484-5	09/15/17	1100 W Geyser School Lights	5.85			2400 420100	340	101000
	2023479-5	09/15/17	900 W Geyser School Lights	5.85			2400 420100	340	101000
33848			2863 KIMBALL MIDWEST	193.41					
	5877151	09/26/17	Medications	193.41			2500 151 430240	231	101000
33849			1 TECH ELECTRIC, INC	3,725.00					
	38152	09/18/17	Inflow bldg. HVAC system	3,725.00			5310 503 430640	924	101000
33850			2087 WISWEST.NET	92.60					
	358940	10/02/17	Civic Center	46.30			1000 155 430950	346	101000
	361378	10/02/17	Pool	46.30			1000 155 430950	346	101000
33851			22 ALL SERVICE TIRE & ALIGNMENT,	656.50					
	53255	10/02/17	Tires	656.50			5410 504 430830	362	101000
33852			2863 KIMBALL MIDWEST	37.03					
	5877397	09/26/17	Meds	37.03			5310 503 430640	225	101000
33853			26 LIVINGSTON ACE HARDWARE -	60.10					
	B06572	09/18/17	Irrigation Sac Park triangle	29.23			1000 155 460430	401	101000
	B10143	09/25/17	Irrigation Sac Park triangle	18.89			1000 155 460430	401	101000
	B13985	10/02/17	Locker Room - Civic Center	11.98			1000 155 460430	231	101000
33854			2731 MONTANA WASTE SYSTEMS, INC	79,421.32					
	525430	09/30/17	Transfer Station Fees	79,421.32			5410 504 430840	396	101000
33855			3472 UTILITIES UNDERGROUND LOCATION	174.27					
	7095084	09/30/17	Locates	87.13			5210 502 430515	317	101000
	7095084	09/30/17	Locates	87.14			5310 503 430625	317	101000

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33856		54 GATEWAY OFFICE SUPPLY		90.00					
	37920	09/27/17 Calculator		90.00			1000 123 411700	211	101000
	37874	09/22/17 Calculator		74.65			1000 123 411700	211	101000
	37901	09/26/17 Calculator		-74.65			1000 123 411700	211	101000
33857		250 INSTY-PRINTS		606.04					
	22646	09/22/17 Budget books		606.04*			1000 123 411700	320	101000
33858		3727 AAA CLEANING, LLC		240.00					
	9-2017	09/30/17 Cleaning - Sept.		240.00			1000 121 411230	360	101000
33859		102 INDUSTRIAL TOWEL		37.70					
	31512	09/28/17 Towels, rugs		37.70			1000 121 411230	360	101000
33860		2838 DOUG PARISI INC		81.40					
	3563	09/20/17 37% replace lav faucet men's r		81.40			1000 121 411230	365	101000
33861		2501 D.W. BURNS PLUMBING & HEATING		38.85					
	14814	09/12/17 37% moen lave faucet new cartr		38.85			1000 121 411230	365	101000
33862		26 LIVINGSTON ACE HARDWARE -		44.99					
	13363	10/01/17 hose flexogen		44.99			1000 141 420400	220	101000
33863		2595 TOWN & COUNTRY FOODS -		40.78					
	8236002	09/28/17 Coffee, creamer, sugar		40.78			1000 141 420400	220	101000
33864		2662 BOUND TREE MEDICAL, LLC		511.34					
	82637251	09/27/17 Patient supplies		511.34			5510 142 420730	235	101000
33865		2268 BIG BEAR CONTRACTING, LLC		7,233.00					
	1149	09/29/17 Insulate storage @ training		7,233.00			5510 142 420730	940	101000
33866		958 HARRINGTON, KEVIN		264.00					
	17-18	10/03/17 Flex Account		264.00			7910 212970		101000
33867		63 HOUSE OF CLEAN		113.45					
	194236	09/05/17 37% Janitorial supplies		16.63			1000 121 411230	231	101000
	194895	09/14/17 37% Janitorial supplies		67.06			1000 121 411230	231	101000
	195811	09/28/17 37% Janitorial supplies		29.76			1000 121 411230	231	101000

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33868		3728 PORTEEN, JAY		196.74					
	17-18	09/29/17 Reimburse Lodging - Great Fall		196.74			1000 107 411100	370	101000
33870		54 GATEWAY OFFICE SUPPLY		135.99					
	37976	10/03/17 Lex. Toner		135.99*			1000 107 411100	212	101000
33872		272 PARK COUNTY		421.04					
	1023	10/03/17 City phones		105.00			1000 122 411300	343	101000
	1023	10/03/17 Fire 50% phones		47.47			1000 141 420400	343	101000
	1023	10/03/17 Amb 50% phones		47.46*			5510 142 420730	343	101000
	1023	10/03/17 Police phones		77.10			1000 131 420100	350	101000
	1023	10/03/17 Dispatch phone		35.21			2300 132 420160	343	101000
	1023	10/03/17 37% Misc Maint Supplies		108.80			1000 121 411230	365	101000
33875		1783 J & H OFFICE EQUIPMENT		275.29					
	21419172	10/03/17 Copier lease		275.29			1000 123 411700	368	101000
33877		3596 DENTON, KRISTINE		207.30					
	Fall 2017	10/03/17 Reimburse Lodgeing - Clerk'		207.30*			1000 102 410360	370	101000
33878		402 ALPINE ELECTRONICS RADIO SHACK		32.98					
	10242700	10/03/17 Batteries		32.98			1000 131 420100	220	101000
33879		728 BRIDGER COMMUNICATIONS		75.00					
	45137	10/02/17 Test of units		75.00			1000 131 420100	220	101000
33880		22 ALL SERVICE TIRE & ALIGNMENT,		82.00					
	53264	10/03/17 Oil Change		82.00			1000 131 420100	231	101000
33881		22 ALL SERVICE TIRE & ALIGNMENT,		604.08					
	53260	10/03/17 Tires, mouont & balance		544.08			1000 131 420100	231	101000
	53260	10/03/17 Tires, mouont & balance		60.00			1000 131 420100	360	101000
33882		22 ALL SERVICE TIRE & ALIGNMENT,		15.00					
	53258	10/02/17 Tire repair		15.00			1000 131 420100	360	101000
33883		2671 COMDATA		1,598.27					
	20276766	10/01/17 Fuel		1,598.27			1000 131 420100	236	101000

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33884	17-18	10/17/17	3347 DIRETTE, JOELLA Flex Account - closed	2,110.60 2,110.60			7910 212970		101000
33885	53272	10/04/17	22 ALL SERVICE TIRE & ALIGNMENT, Tire repair	15.00 15.00			2500 151 430240	362	101000
33886	895	10/02/17	948 BRIDGER ELECTRIC, INC. Chinook and 5th lighting repai	453.03 453.03			2400 420100	361	101000
33887	49569 49529 49519 49532	09/11/17 09/06/17 09/05/17 09/06/17	1390 KEN'S EQUIPMENT REPAIR, INC 294 410K 410K Sweeper	1,581.80 319.85 214.00 957.95 90.00			5310 503 430625 5210 502 430515 5210 502 430515 2500 151 430240	362 362 362 362	101000 101000 101000 101000
33888	B15100	10/04/17	26 LIVINGSTON ACE HARDWARE - Nipples and coupling	66.39 66.39			5210 502 430515	231	101000
33889	00448	10/03/17	3688 MURDOCH'S RANCH & HOME SUPPLY Nuts and bolts	15.43 15.43			5210 502 430515	231	101000
33890	78144 78144	10/03/17 10/03/17	3353 STORY DISTRIBUTING Diesel fuel 213g Additive 16oz	509.73 496.93* 12.80*			1000 123 411700 1000 123 411700	236 236	101000 101000
33891	37996	10/04/17	54 GATEWAY OFFICE SUPPLY Files 2nd position	100.00 100.00			1000 107 411100	200	101000
33892	17-18	10/18/17	3729 GUNDERSON, JASON Flex Account	669.00 669.00			7910 212970		101000
33893	11156-05	10/05/17	999999 EDDY, DAN & TARA Overpayment on acct	11.70 11.70			5210 343021		101000
33894	10173-03	10/05/17	999999 LOMULLER, HANNAH Overpayment on acct	111.69 111.69			5210 343021		101000
33897	10/09/17 10/09/17 10/09/17 10/09/17 10/09/17 10/09/17	City/County complex Parks Garb Cemetery Soccer Fieldhouse Sewer Plant Street Shop	147 LIVINGSTON UTILITY BILLING	3,299.47 636.72 391.41 45.57 41.00 491.79 47.88			1000 121 411230 1000 155 430950 1000 121 411230 1000 155 430950 5310 503 430640 2500 151 430220	342 342 342 342 342 342	101000 101000 101000 101000 101000 101000



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	10/09/17	Street Shop		47.89*			5410 504 430830	342	101000
	10/09/17	Scale House		40.85			5410 504 430820	342	101000
	10/09/17	Utility shop		1,172.05*			5210 502 430520	342	101000
	10/09/17	Utility shop		131.13			5310 503 430620	342	101000
	10/09/17	Utility shop		71.33			5410 504 430820	342	101000
	10/09/17	City of Livingston Star Rd		46.76			1000 121 411230	342	101000
	10/09/17	City of Livingston B Street		56.98			1000 121 411230	342	101000
	10/09/17	110 S. B Street-Irrigation		78.11			1000 121 411230	342	101000
33898		1845 GENERAL DISTRIBUTING COMPANY		14.10					
	578445	09/30/17 Oxygen		14.10			5510 142 420730	235	101000
33899		2470 STRYKER SALES CORPORATION		375.52					
	2260300M	09/28/17 Battery pack		375.52*			5510 142 420730	220	101000
33900		1390 KEN'S EQUIPMENT REPAIR, INC		1,973.50					
	49596	09/14/17 Replace steering gear		1,000.00			5510 142 420730	360	101000
	49596	09/14/17 Replace steering gear		973.50*			5510 142 420730	232	101000
33901		2662 BOUND TREE MEDICAL, LLC		261.06					
	82645155	10/04/17 Patient supplies		261.06			5510 142 420730	235	101000
33902		3680 FETTERHOFF, PAIGE		225.00					
	17-18	10/05/17 Dependent care		225.00			7910 212970		101000
33903		294 CHAPPELL'S BODY SHOP, INC.		30.00					
	291	09/29/17 Car wash tokens		30.00			1000 131 420100	231	101000
33904		3651 MARLIN BUSINESS BANK		2,970.00					
	15321636	09/26/17 10 Getac tablets		2,970.00			1000 131 420100	311	101000
33905		3248 AGENDA PAL		150.00					
	IN5303	10/01/17 Subscription - Nov.		150.00*			1000 101 410130	333	101000
33906		2823 WEST PAYMENT CENTER - Thomson		574.00					
	836760535	09/01/17 Information Charge- Aug.		287.00			1000 107 411100	334	101000
	83646177	07/01/17 Information Charge-June		287.00			1000 107 411100	334	101000
33907		3326 CAROLINA SOFTWARE, Inc.		500.00					
	65967	10/01/17 WasteWorks Software Support		500.00			5410 504 430870	368	101000

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33908			3184 MASTERCARD	14,002.87					
	Grady	09/29/17	ASLP/PLD Conference	250.00			2220 201 460100	380	101000
	Grady	09/12/17	Ship newspaper - microfilm	192.10			2220 201 460100	310	101000
	Grady	09/12/17	Light bulbs	24.99			2220 201 460100	310	101000
	Grady	09/05/17	Stamps.Com	100.00			2220 201 460100	310	101000
	Grady	09/05/17	Stamps.Com	15.99			2220 201 460100	310	101000
	Chambers	09/15/17	Fire Nozzle	598.00*			4100 141 420460	940	101000
	Chambers	09/14/17	Uniform Jacket	66.45			1000 141 420400	220	101000
	Chambers	08/30/17	Pediatric measuring tape	134.80*			5510 142 420730	220	101000
	MacInnes	09/18/17	Public Relations	23.00			1000 141 420400	312	101000
	MacInnes	09/21/17	Public Relations	19.99			1000 141 420400	312	101000
	MacInnes	09/25/17	Small engine fuel	25.77			1000 141 420400	220	101000
	MacInnes	09/07/17	E1 repairs supplies	12.00			1000 141 420400	230	101000
	MacInnes	09/06/17	MedWrite - Sept.	6,086.52			5510 142 420730	350	101000
	MacInnes	08/21/17	Streamlighths (engine bond)	440.91*			4100 141 420460	940	101000
	Harrington	09/18/17	Registration - The Heart	199.99			5510 142 420730	380	101000
	Glass	09/19/17	MT Justice - lodging	205.30			2300 132 420160	380	101000
	Johnson	08/22/17	Taser batteries	269.10			1000 131 420100	220	101000
	Johnson	09/25/17	Office supplies	67.80			1000 131 420100	220	101000
	Singer	09/25/17	Judge's conference - Missoula	310.95*			1000 102 410360	370	101000
	Fetterhoff	09/07/17	Stamps.Com	24.99			1000 123 411700	310	101000
	Fetterhoff	09/12/17	Flight - Alg.Air	154.00*			1000 104 410540	370	101000
	Fetterhoff	09/13/17	Postage	100.00			1000 123 411700	310	101000
	Fetterhoff	09/13/17	Travel - Caesars Place	225.63*			1000 104 410540	370	101000
	Fetterhoff	09/13/17	AICPA	1,045.00*			1000 104 410540	380	101000
	Fetterhoff	09/15/17	Riverside Hdwr - key	2.00			1000 123 411700	211	101000
	Fetterhoff	09/20/17	MSU - Employee education	37.29*			1000 104 410540	380	101000
	Fetterhoff	09/20/17	MSU - Employee education	37.30*			1000 104 410540	380	101000
	Whitman	09/19/17	Leather case	100.38			5210 502 430510	212	101000
	Emter	09/28/17	Test Exam fees	140.00			5310 503 430640	380	101000
	Holmes	09/26/17	MLCT - Great Falls	196.74			5210 502 430510	370	101000
	Hahn	09/21/17	Gadget Gaurd iPhone case	39.99			2500 151 430240	231	101000
	Hahn	08/07/17	Northern Advantage Membership	39.99			2500 151 430240	231	101000
	Johansson	09/06/17	Toner cartridge	131.98			1000 154 440640	368	101000
	Johansson	09/06/17	Stereo Sound	22.99			5210 502 430510	212	101000
	Johansson	09/13/17	Copy paper	13.43			1000 155 430100	220	101000
	Johansson	09/13/17	Copy paper	13.43*			2500 151 430240	200	101000
	Johansson	09/13/17	Copy paper	13.43			5210 502 430510	220	101000
	Johansson	09/13/17	Copy Paper	13.43			5410 504 430810	210	101000
	Johansson	09/13/17	Copy paper	13.43			5310 503 430610	210	101000
	Johansson	09/18/17	APC Back-UPS & Surge protec	57.49			5310 503 430640	368	101000
	Johansson	09/22/17	Gas grill grate	13.29			1000 155 430100	220	101000
	Johansson	09/22/17	Gas grill grate	13.29*			2500 151 430240	200	101000
	Johansson	09/22/17	Gas grill grate	13.30			5210 502 430520	220	101000

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		Johansson 09/22/17 Gas grill grate		13.30			5310 503 430620	220	101000
		Johansson 09/22/17 Gas grill grate		13.30			5410 504 430820	220	101000
		Johansson 09/27/17 Facial tissue		17.47			1000 106 411030	200	101000
		Johansson 09/27/17 Facial tissue		17.47			1000 155 430100	220	101000
		Johansson 09/27/17 Facial tissue		17.47			2500 151 430220	200	101000
		Johansson 09/27/17 Facial tissue		17.48			5210 502 430510	220	101000
		Johansson 09/27/17 Facial tissue		17.48*			5310 503 430610	200	101000
		Johansson 09/27/17 Facial tissue		17.48			5410 504 430820	220	101000
		Johansson 09/28/17 L Shaped plastic frame		25.52			5410 504 430810	210	101000
		Johansson 09/28/17 Sharpie Water base paint ma		19.80			5410 504 430820	220	101000
		Johansson 09/28/17 Colored top tab files		15.28			5210 502 430510	220	101000
		Johansson 09/25/17 WWTP - Water class -Emter		100.00			5310 503 430640	380	101000
		Johansson 09/25/17 WWTP - Water class -Frelich		100.00			5310 503 430640	380	101000
		Johansson 09/25/17 WWTP - Water class -Dirette		100.00			5310 503 430640	380	101000
		Schweigert 08/31/17 Cross Concentration Control		138.50			5210 502 430515	380	101000
		Schweigert 09/12/17 Cessco - Portland OR		370.90			5210 502 430515	370	101000
		Schweigert 09/20/17 Fastenal		199.77			5210 502 430515	231	101000
		Schweigert 09/20/17 Fastenal		202.10			5310 503 430625	231	101000
		09/21/17 write off small balance		-1.99			1000 341010		101000
		Lowy 09/22/17 Certified mailing		7.10			1000 109 460449	220	101000
		Lowy 09/25/17 Shopko Storage items		45.33			1000 109 460449	220	101000
		Lowy 09/26/17 Shelving		179.98			1000 109 460442	231	101000
		Lowy 09/27/17 Replacement vacuum		303.54			1000 109 460442	231	101000
		Tarr 09/05/17 Istock. com		12.00			1000 109 460449	336	101000
		Tarr 09/12/17 Radio Shack		19.99			1000 109 460449	220	101000
		Tarr 09/12/17 USPS		4.53			1000 109 460449	220	101000
		Tarr 09/13/17 Amazon - Rec supplies		102.01			1000 109 460449	226	101000
		Tarr 09/15/17 Amazon - Rec supplies		7.86			1000 109 460449	226	101000
		Tarr 09/18/17 Amazon - Rec supplies		7.95			1000 109 460449	220	101000
		Tarr 09/21/17 Amazon - Rec supplies		19.99			1000 109 460449	226	101000
		Tarr 09/21/14 Fun Express -Halloween Rec supp		236.42			1000 109 460449	226	101000
		Tarr 09/27/17 Target		12.53			1000 109 460449	226	101000
		Tarr 09/28/17 Town & Country Rec supplies		15.40			1000 109 460449	226	101000
		Hoffman 09/03/17 Cable		7.95*			1000 107 411100	212	101000
		Kardoes 09/27/17 Mackenzie River - Great Falls		37.50			1000 103 410400	370	101000
		Kardoes 09/28/17 Bert & Ernies - Great Falls		75.00			1000 103 410400	370	101000
33909		3605 ADVANCED ENGINEERING &		41,354.83					
	54793	08/31/17 WRF Construction Services		41,354.83*			5310 503 430640	940	101000

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33910	5015-7	10/04/17 Tip Rac	443 SHERWIN WILLIAMS	239.14			2820 210 430240	474	101000
33911	32430	10/06/17 Mat cleaning	102 INDUSTRIAL TOWEL	66.67			5210 502 430510	224	101000
	32430	10/06/17 Mat cleaning		8.56			5310 503 430610	224	101000
	32430	10/06/17 Slate WRF		8.55			5310 503 430610	224	101000
	32430	10/06/17 Mat cleaning		23.90			2500 151 430220	224	101000
	32430	10/06/17 Mat cleaning		8.55			5410 504 430820	220	101000
	32430	10/06/17 Mat cleaning		8.55			1000 106 411030	200	101000
33912	10749	09/20/17 Vaults	3390 TD&H ENGINEERING, INC	1,527.35			2310 470300	940	101000
33913	87056a	09/26/17 Heater Installation Station 2	98 GRAYBEAL'S ALL SERVICE	1,340.00			5510 142 420730	940	101000
33914	17-18	10/05/17 MLCT Conference - Great Falls	3680 FETTERHOFF, PAIGE	218.76			1000 104 410540	370	101000
33915	6003	09/22/17 Finance Office 110 S. B	162 CENTURYLINK	372.13			1000 122 411300	343	101000
33916	2017-11	10/10/17 Business Office Rent -	3519 OPPORTUNITY BANK OF MONTANA	1,775.00			1000 121 411230	530	101000
33917	2017-11	11/01/17 Parking Lot Lease - Nov.	3407 LIVINGSTON DAYCARE, LLC	900.00			1000 121 411230	532	101000
33918	6	10/31/17 Settlement payment	2197 TUBAUGH, MATTHEW F.	18,750.00			1000 131 420100	814	101000
33919	17-18	10/18/17 Flex account	2751 EDMISTON, KATHRYN	462.90			7910 212970		101000
33920	0179852	10/04/17 414 E. Callender -Internetq	3440 CHARTER COMMUNICATIONS	3,118.01			1000 122 411300	346	101000
33921	30730	09/29/17 Console #1 issues	3455 INDUSTRIAL COMM & ELEC OF	316.50			2300 132 420160	360	101000
	30670	08/30/17 Move phones lines off block		59.50			2300 132 420160	360	101000
				257.00					

10/11/17  
09:40:46

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 10/17

Page: 14  
Report ID: AP100

Operating Cash  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33923		2751 EDMISTON, KATHRYN		135.89					
	17-18	09/26/17 CJIN Tac conference - Helena		135.89			2300 132 420160	380	101000
33925		682 CENTRON SERVICES		13.34					
	3069	09/26/17 Parking Ticket collections		13.34			1000 351033		101000
33926		468 LIVINGSTON FIRE SERVICE, INC		186.09					
	15382	07/26/17 Fire extinguishers		186.09			1000 121 411230	360	101000
33927		23 CARQUEST AUTO PARTS		113.91					
	1912392070	10/05/17 Antifreeze		113.91			5410 504 430830	231	101000
33928		3440 CHARTER COMMUNICATIONS		885.51					
	0179878	10/04/17 PW internet		354.20			1000 122 411300	346	101000
	0179878	10/04/17 PW internet		132.83			2500 151 430220	346	101000
	0179878	10/04/17 PW internet		132.83*			5210 502 430510	346	101000
	0179878	10/04/17 PW internet		132.83			5310 503 430610	346	101000
	0179878	10/04/17 PW internet		132.82			5410 504 430820	346	101000
33929		54 GATEWAY OFFICE SUPPLY		13.00					
	38050	10/10/17 Cardstock		13.00			5410 504 430810	210	101000
33930		1390 KEN'S EQUIPMENT REPAIR, INC		1,828.65					
	49647	09/25/17 Tub grinder		398.50			5410 504 430830	362	101000
	49649	09/28/17 Tub grinder		674.50			5410 504 430830	362	101000
	49481	08/29/17 015 Curb		259.75			5410 504 430830	362	101000
	49488	08/30/17 410E		138.25			5410 504 430830	362	101000
	49491	08/30/17 410E		323.90			5410 504 430830	362	101000
	49507	08/30/17 Cardboard		33.75			5410 504 430830	362	101000
33931		225 FIRST INTERSTATE BANK		100.00					
	09/25/17	LogMeIn user access fee		25.00			1000 141 420400	368	101000
	09/25/17	LogMeIn user access fee		25.00			5510 142 420710	368	101000
	09/25/17	LogMeIn user access fee		50.00			1000 107 411100	368	101000
# of Claims			119	Total:		241,705.72			

**Backup material for agenda item:**

- A. ORDINANCE NO. 2066 - AN ORDINANCE OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE NO. 2036 AND CHAPTER 9, ARTICLE IV OF THE LIVINGSTON MUNICIPAL CODE ENTITLED "PARKING, STOPPING, AND STANDING" AND SPECIFICALLY SECTION 9-243 BY ESTABLISHING TWO RESERVED PARKING SPACES FOR THE "WINDRIDER" BUS SERVICE AND PROVIDING FOR A PENALTY FOR VIOLATION.

**ORDINANCE NO. 2066**

**AN ORDINANCE OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE NO. 2036 AND CHAPTER 9, ARTICLE IV OF THE LIVINGSTON MUNICIPAL CODE ENTITLED “PARKING, STOPPING, AND STANDING” AND SPECIFICALLY SECTION 9-243 BY ESTABLISHING TWO RESERVED PARKING SPACES FOR THE “WINDRIDER” BUS SERVICE AND PROVIDING FOR A PENALTY FOR VIOLATION.**

**Preamble.**

The purpose of this Ordinance is to provide for the public health, safety and welfare by designating two reserved parking spaces for the Windrider Bus Service and to provide a monetary fine for enforcement.

\*\*\*\*\*

**WHEREAS**, Windrider Bus Service provides a necessary transportation service for the citizens of Livingston; and

**WHEREAS**, the City Commission believes it is in the best interests of the community to establish two reserved parking spaces for Windrider in furtherance of the services provided.

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

**SECTION 1**

That Section 9-243 of Chapter 9 of the Livingston Municipal Code is hereby amended, with additions shaded in gray and deletions struck through, as follows:

**Section 9-243 Restricted Parking Zones – Reserved Spaces for Handicapped or Disabled Persons – Reserved Parking Space for Angel Line – Reserved Spaces for Windrider Bus.**

A. Definitions:

1. For the purpose of this section, "special parking spaces" are defined as on street parking spaces reserved for disabled persons who were issued a permit, license plate, or placard by the State of Montana in accordance with MCA 49-4-302 Montana Code Annotated (MCA) which entitles a person to park a motor vehicle in a special parking space reserved for a person with a disability, whether on public property or on private property available for public use, when the person for whom the permit was issued is using the special parking space to enter or exit the vehicle.

2. "Special reserved parking spaces" are defined as restricted on street parking spaces reserved for the personal use of a disabled person(s) who has been issued a special parking permit by the State of Montana under MCA 49-4-301(1).

**B. Special Parking Spaces:** Any person requesting an on-street special parking space shall make written application to the Public Works Department using a form provided by the City. The application shall state the name and address of the applicant, the location of the requested space and the reason for the request. All eligible applications will be reviewed by City staff and submitted to the City Commission for approval.

1. The following factors will be taken into consideration and used as criteria in approving signs for special parking spaces on public streets:

- a. Existing parking problems in the area where the sign is being requested.
- b. Overall availability of parking in the area where the sign is being requested.



- c. The availability of reasonably accessible and practicable off street parking in close proximity to the area where the sign is being requested.
- d. The nature and use of the adjacent buildings.
  - i. The requested space must comply with applicable regulations and legal mandates in terms of dimensional requirements and location as specified in 49-4-302 MCA as follows:

In accordance with subsection (2) of 49-4-302 MCA, the governing body of a city, town, or county or appropriate state agency may impose all, but not less than all, of the following requirements with respect to any special parking space constructed after September 30, 1985, and reserved for a person with a disability or a permit holder on ways of this state open to the public, as defined in 61-8- 101:

(a) The space must be located on a smooth, level surface as near as practicable to building entrances or walkways that have curb cuts and appropriately designed ramps and access lanes to accommodate wheelchairs.

(b) If parallel to curbside, the parking space must be separated from an adjacent space, either in the front or the rear, by at least 5 feet of striped no-parking area.

(c) If at an angle to curbside, the parking space must be at least 8 feet wide and free of obstruction if located at the

end of a line of angle parking spaces, and each other angle parking space designated for a person with a disability must be at least 13 feet wide.

(d) A parking space reserved for a person with a disability must be designated by a sign showing the international symbol of accessibility, indicating that a permit is required, and stating the penalty for a violation. In order to meet the penalty statement requirement, signs existing on October 1, 1993, must have attached a decal stating the penalty for a violation. The sign must be attached to a wall or post in a way that it is not obscured by a vehicle parked in the space.

This section shall not limit the City from exercising its own discretion in establishing special parking spaces on public streets at other locations as deemed appropriate and as approved by the City Commission.

2. Once approved by the City Commission, the special parking space must be designated by a sign showing the international symbol of accessibility, indicating that a permit is required, and having a decal stating the penalty for a violation. The sign must be attached to a wall or post in a way that is not obscured. The parking space shall be in compliance with any other applicable regulations and legal mandates in terms of dimensional requirements and location.

3. A special parking space may be removed, as approved by the City Commission,

**Ordinance No. 2066**

**Amending Ordinance No. 2036 establishing parking spaces for “Windrider” bus service.**

**Page 4**

if there is a change in the circumstances such that the parking space shall no longer be appropriate under the criteria referred to herein.

**C. Special Reserved Parking Space.** A disabled person may request an on-street special reserved parking space restricted for their personal use in a residential area outside of the two- hour parking zone. The application shall be made in writing to the Public Works Department using a form provided by the City. The application shall state the name and address of the applicant, the location of the requested space, the reason for the request, and list the license number(s) of the vehicle(s) authorized to use the space. All eligible applications will be reviewed by City staff and submitted to the City Commission for approval. If the City Commission approves the personalized special parking space, the applicant will be notified and shall submit a non-refundable \$50 fee to pay for the installation of the sign. The sign will be installed after payment of the fee.

1. The criteria for designating an on street special reserved parking space restricted for the personal use of disabled persons outside of the 2-hour parking zone shall be as follows:

- a. The applicant must show that (1) they operate a vehicle(s), registered under MCA 61-3-332(9) or MCA 61-3-458(3)(b) or(3)(i), that displays 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 veterans or; (2) they possess a permit issued under MCA 49-4- 301(1) and MCA 49-4-304.:. A copy

- of the vehicle registration or permit must accompany the application;
- b. The requested special reserved parking space must be adjacent to the applicant's permanent residence.
- c. No more than one special reserved parking space shall be provided to any one individual, or more than one special reserved parking space provided per dwelling unit.
- d. No more than two vehicles may be designated as being authorized to use the space.
- e. No reserved parking space shall be provided within the downtown Two-Hour Parking Zone, as identified in Section 9-246 of this chapter.
- f. No reserved parking space shall be provided if reasonably accessible and practicable off street parking exists at the requested location.
- g. The requested space must be able to comply with the requirements of 49- 4-302(4) MCA as follows:

In accordance with subsection (2) of 49-4-302 MCA, the governing body of a city, town, or county or appropriate state agency may impose all, but not less than all, of the following requirements with respect to any special parking space constructed after September 30, 1985, and reserved for a person with a disability or a permit holder on ways of this state open to the public, as defined in 61-8-101:

- i. The space must be located on a smooth, level surface as near as practicable to building entrances or walkways that have curb cuts and appropriately designed ramps and access lanes to accommodate wheelchairs.

ii. If parallel to curbside, the parking space must be separated from an adjacent space, either in the front or the rear, by at least 5 feet of striped no-parking area.

iii. If at an angle to curbside, the parking space must be at least 8 feet wide and free of obstruction if located at the end of a line of angle parking spaces, and each other angle parking space designated for a person with a disability must be at least 13 feet wide.

iv. A parking space reserved for a person with a disability must be designated by a sign showing the international symbol of accessibility, indicating that a permit is required, and stating the penalty for a violation. In order to meet the penalty statement requirement,

signs existing on October 1, 1993, must have attached a decal stating the penalty for a violation. The sign must be attached to a wall or post in a way that it is not obscured by a vehicle parked in the space.

2. Once approved by the City Commission, the special reserved parking space must be designated by a sign displaying the license plate number(s) of the vehicle(s) authorized to park in the special reserved parking space and stating the penalty for violation. The sign must be attached to a wall or post in a way that is not obscured.

3. Reapplications to maintain a special reserved parking space must be made by December 31st of each year. A fee of \$5.00 is required with each reapplication. If the reapplication is not received by December 31st, the person will be notified by mail and an application form shall accompany such notice. The sign will be removed if the

reapplication is not received within 30 days.

4. If a person who has been provided a special reserved parking space moves to a new residence within the City limits, and a space is needed for the new residence, the City will relocate the sign to the new location without additional fee if the City is promptly notified of the change of address and provided that the new address is in a residential area outside of the 2-hour parking zone.

5. A special reserved parking space shall promptly be removed if there is a change in the circumstances such that the parking space shall no longer be appropriate under the criteria referred to herein.

**D. Angel Line Reserved Parking Spot.** The City Commission hereby establishes and designates a reserve parking zone for Angel Line exclusive use 24 hours per day, 365 days per year, in front of the Senior Center of Park County, 206 South Main Street, Livingston, Montana, which reserved parking zone shall be of sufficient length to accommodate the Angel Line’s van.

**E. Windrider Reserved Parking Spaces.** The City Commission hereby establishes and designates two bus loading/unloading zones as described below:

1. On the south side of Lewis Street between Main Street and Second Street adjacent to the alley in Block 95.

2. On the north side of Callender Street between Second Street and Third Street, in front of the City-County Library.

The penalty for parking in either of the Windrider spaces is one-hundred dollars (\$100.00).

**Effective date:**

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

**PASSED** by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the 17<sup>th</sup> day of October, 2017

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

**ATTEST:**

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

\* \* \* \* \*

**PASSED, ADOPTED AND APPROVED** by the City Commission of the City of Livingston, Montana, on second reading at a regular session thereof held on the 7<sup>th</sup> day of November, 2017.

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

**ATTEST:****APPROVED AS TO FORM:**

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

\_\_\_\_\_  
**JAY PORTEEN**  
**City Attorney**

### NOTICE

The public is invited to attend and comment at a public hearing to be held on November 7, 2017, at 6:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on the second reading of ORDINANCE NO. 2066 entitled "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE 2036 AND CHAPTER 9, ARTICLE IV OF THE LIVINGSTON MUNICIPAL CODE ENTITLED "PARKING, STOPPING, AND STANDING" AND SPECIFICALLY SECTION 9-243 BY ESTABLISHING TWO RESERVED PARKING SPACES FOR THE "WINDRIDER" BUS SERVICE AND PROVIDING FOR A PENTALTY FOR VIOLATION."

A copy of the ordinance is available for inspection at the City Office, 414 East Callender Street, Livingston, MT 59047. For further information call the City Attorney at (406) 823-6007.



**Backup material for agenda item:**

- A. DISCUSS/APPROVE/DENY - Ron Nemitz and Heather McMilin requesting a fee waiver on behalf of Livingston Memorial Hospital Adaptive Reuse project



City of Livingston City Commission  
414 East Callender Street  
Livingston, MT 59047

October 11, 2017

Dear City Commissioners;

First, we would like to thank you again for all the support and encouragement this body has provided for the Livingston Memorial Hospital Adaptive Re-use project. We believe that this is an important project for the community, especially as it helps fill a critical need for affordable housing and helps meet the City’s strategic planning goals.

At the end of August, at Homeword’s request, Ron Nemetz, Principal at NE45 Architecture LLC contacted Jim Woodhull, City of Livingston Director of Building, Planning & Code Enforcement, to see if it was possible that the City might consent to waive any of the fees associated with the permit process and construction of the Livingston Memorial Hospital Adaptive Re-use project (LMH for short). Based on that conversation, it appears that:

1. Jim has the authority to waive impact fees associated with the project if we can verify that:
  - a. We are not increasing the “footprint” of the existing structures,
  - b. The existing utilities will be sufficient to support the buildings new occupancy and use, and the existing utility connections would not need to be modified or enlarged.
2. Jim can also limit the permit fees charged to the project to only those required for the review and approval of the building components/structure. Mechanical, Electrical and Plumbing review and permitting will be done by the State Building Code Division and we will be approaching them directly regarding their fees.
3. There is a possibility that the City permit fees or some portion of them can be waived at the discretion of the City Commissioners. This has been done in the past on projects that the Commissioners felt were important or critical to the City.

We appear before you here today to respectfully request the City Commission consider waiving the City permitting fees for the LMH project. The fees are based on valuation, and are estimated to be \$7,580. Although this may seem like a relatively small amount of savings, affordable housing projects are most successfully developed when every opportunity for cost savings that does not impact the quality of the project is included in the project.

We realize that we this is a significant and meaningful request; many building departments are supported only by the revenue that their permitting and associated work generates. We understand that staff will still have to spend the same amount of time reviewing and processing the permit application and inspecting the construction. However, there are two critical elements to granting this request:

1. As noted above, every bit of funding makes a difference. While this waiver isn't the same as a grant, it has the same effect on the project budget, and every dollar save on development costs makes the quality of the project that much more durable and helps support the project components that so many community members have identified as important for this project – on-site resident storage, energy efficiency, more fully accessible apartments, perimeter sidewalks, and so much more.
2. The Montana Board of Housing will be meeting next month to determine if this project will be one of the lucky few that receive an allocation of the 9% Housing Tax Credits. One of the things that greatly increases Livingston's chances of receiving these highly competitive funds is the visible support for the community and the local jurisdiction. While letters of support are important (and we do thank you again for that expression of support), the Board is most impressed with local governments that are willing to "put their money where their mouth is", as the saying goes. Actual monetary support is seen by the Board as a real commitment from the community and increases the project's chances of receiving a tax credit allocation significantly, while also helping to ensure the long-term success of the project in the community.

We appreciate the opportunity to present this request to the Commission and thank you for your consideration. If the Commission graciously agrees to the waiver, we will include this in our update on the project at the Montana Board of Housing allocation meeting in November, and we believe it will have a significant and positive impact on their allocation discussions.

Sincerely,



Heather McMilin  
Homeward Housing Development Director

Cc: Jim Woodhull, Livingston Building, Planning & Code Enforcement  
Ron Nemetz, NE45 Architecture LLC

**Backup material for agenda item:**

- C. DISCUSS/APPROVE/DENY - Approve Charter Franchise Agreement

**FRANCHISE AGREEMENT**

**This Franchise Agreement (“Franchise”)** is between the City of Livingston, Montana, hereinafter referred to as the “Grantor” and Bresnan Communications, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

**WHEREAS**, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

**WHEREAS**, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

**WHEREAS**, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

*NOW, THEREFORE, the Grantor and Grantee agree as follows:*

**SECTION 1**  
**Definition of Terms**

**1.1 Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Commission” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.

- F. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. “Franchise Area” shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means.
- I. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, franchise fees, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusions available under applicable State law.
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. “Service Area” shall mean the area described in subsection 6.1 hereto.
- L. “Standard Installation” shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee’s existing distribution system.
- M. “State” shall mean the State of Montana.
- N. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

## **SECTION 2** **Grant of Franchise**

**2.1 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during

its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

**2.2 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 15.12.

**2.3 Police Powers.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor’s lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

**2.4 Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

**SECTION 3**  
**Franchise Renewal**

**3.1 Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee’s Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

**SECTION 4**  
**Indemnification and Insurance**

**4.1 Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful

misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

#### **4.2 Insurance.**

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

### **SECTION 5** **Service Obligations**

**5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

**5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

### **SECTION 6** **Service Availability**

**6.1 Service Area.** Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area"). Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided



**6.2 New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to inform any developer or property owner that such developer or property owner should give the Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee’s installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee’s expense.

**6.3 Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days’ written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

**SECTION 7**  
**Construction and Technical Standards**

**7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

**7.2 Construction Standards and Requirements.** All of the Grantee’s Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

**7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

**7.4 Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC’s rules and regulations as may be amended from time to time.

**SECTION 8**  
**Conditions on Street Occupancy**

**8.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional

poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

**8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

**8.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee’s use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

**8.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

**8.5 Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

**8.6 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

**8.7 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

**8.8 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**8.9 Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

**8.10 Emergency Use.** Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”). If the Grantee provides an EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee’s Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys’ fees and costs.

## **SECTION 9** **Service and Rates**

**9.1 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

**9.2 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee’s name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, Channel lineup or other substantive service changes.

**9.3 Rate Regulation.** Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee’s ability to offer or provide bulk rate discounts or promotions.

**9.4 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee’s rights under Section 15.2 of this Franchise.

**9.5 Cable Service to Public Buildings.** Subject to applicable law, Grantee shall provide, without charge, Standard Installation and one outlet and equipment of Basic Cable Service to the

locations listed in Exhibit A hereto. The Cable Service provided pursuant to this Section 9.5 shall not be used for commercial purposes. The Grantor shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Grantee’s Cable System.

**SECTION 10**  
**Franchise Fee**

**10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee’s obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

**10.2 Payment of Fee.** Payment of the fee due the Grantor shall be made on an quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

**10.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

**10.4 Limitation on Recovery.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

**SECTION 11**  
**Transfer of Franchise**

**11.1 Franchise Transfer.** The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee’s request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

## **SECTION 12** **Records**

**12.1 Inspection of Records.** Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

## **SECTION 13** **Public Education and Government (PEG) Access**

**13.1 PEG Access.** Grantee shall provide one Channel on the Cable System for use by the Grantor for non-commercial, video programming for public, education and government ("PEG") access programming. The PEG Channel may be placed on any tier of service available to Subscribers. The cost of any interconnection from a Grantor designated location to the Grantee's headend, and other related costs under this Section 13.1, shall be borne by the Grantor.

## **SECTION 14** **Enforcement or Revocation**

**14.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

**14.2 Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

**14.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Commission shall schedule a public hearing if it intends to continue its investigation into the default. The

Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Commission shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Commission shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Commission de novo. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

**14.4 Enforcement.** Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

**14.5 Revocation.**

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

**SECTION 15**  
**Miscellaneous Provisions**

**15.1 Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

**15.2 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee’s Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

**15.3 Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor’s intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

**15.4 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**15.5 Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee’s Franchise shall be deemed so modified thirty (30) days after the Grantee’s initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee’s option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

**15.6 Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

**15.7 Notices.** Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, or nationally or internationally recognized courier service such as Federal Express. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or Channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Livingston  
414 East Callendar Street  
Livingston, MT 59047  
Attention: City Manager

Grantee: Charter Communications  
951 W. Custer Ave.  
Helena, MT 59601  
Attn: Director, Government Affairs

Copy to: Charter Communications  
Attn: Vice President, Government Affairs  
12405 Powerscourt Drive  
St. Louis, MO 63131

**15.8 Public Notice.** Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

**15.8.1** Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public



rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.7 above.

**15.9 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

**15.10 Entire Agreement.** This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

**15.11 Administration of Franchise.** This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

**15.12 Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

**15.13 No Third Party Beneficiaries.** Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this \_\_\_\_ day of \_\_\_\_\_, 2017.

City of Livingston, Montana

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2017, subject to applicable federal and State law.

Bresnan Communications, LLC By Charter  
Communications, Inc., its manager

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

## EXHIBIT A

Park County Detention Center, 414 E. Callender Street, Livingston, Montana

Livingston Fire Department, 414 E. Callender Street, Livingston, Montana

Rural Fire Dept, 304 E. Park Street, Livingston, Montana

Disaster and Emergency Services, 414 E. Callender Street, Livingston, Montana

Landons Lookout, 110 E. Lewis Street, Livingston, Montana

Washington School, 315 N. 8<sup>th</sup> Street, Livingston, Montana

Livingston School District, 132 South B Street; Livingston, Montana

Sleeping Giant Middle School, 301 View Vista Drive, Livingston, Montana